

TAYLORLAKE VILLAGE

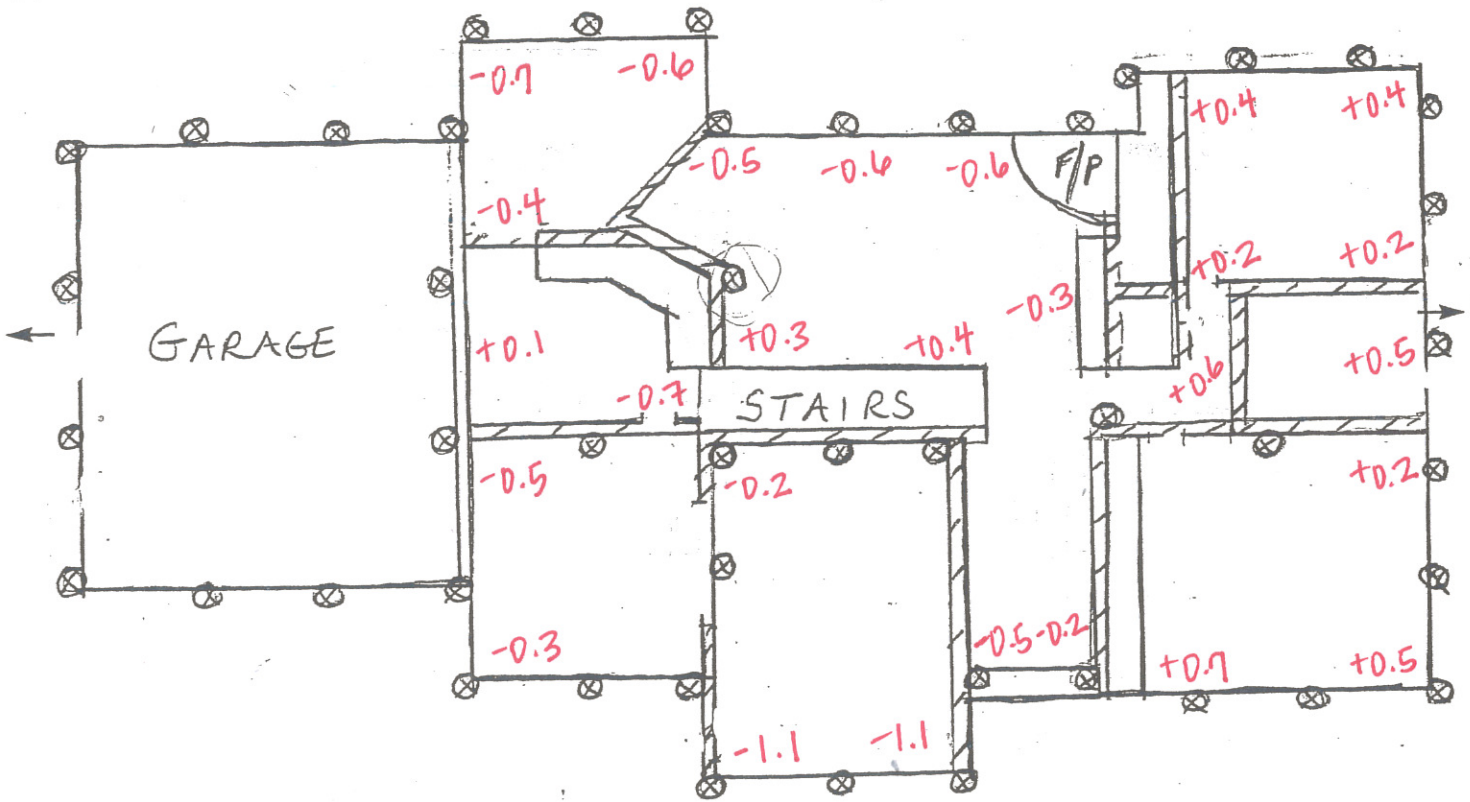
ADDRESS 218 DRIFTWOOD  
 CONTACT MRS DEBRA HAWKINS  
 PHONE NO. (281) 334-6750  
 CELL (281) 731-6088

- ⊗ = PIER LOCATION
- = PIER LOCATION OPTION 2
- X = EXISTING PIERS
- ⊗ = PIERS TO BE REJACKED
- = BOX PAD

**COST TO ADJUST: \$30+ INFLATION:**

○ = 46 piers installed 2001 (AUG.)

🗨️ READINGS IN RED TAKEN  
 7/28/2023



- MAX. LIFT
- RAINBOW/PEA GRAVEL PATCHES
- WOOD
- ✓ BRICK
- ONE-STORY
- ✓ TWO-STORY
- BREAK-OUTS
- ✓ GARAGE ATTACHED
- GARAGE DETACHED



# *Lifetime Service Agreement Instructions: Transfers and Reinstatements*

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## **How To Transfer to a New Owner After Closing:**

**STEP 1:** Call Dawson office: 713-668-2110, to request a Lifetime Service Agreement Transfer Form if you do not already have one.

**STEP 2:** The SELLER must fill out and sign (original signature) the transfer form with contact information for both parties.

**STEP 3:** Mail the correctly filled out and signed transfer form via **registered or certified mail**, with return receipt requested, to be received by Dawson within 90 days after closing to:

Dawson Foundation Repair  
6906 Chetwood Dr  
Houston, TX 77081

**\*\*\*WE CANNOT ACCEPT ANY TRANSFER FORM THAT IS EMAILED OR FAXED!!!\*\*\***  
**\*\*\*ALL FORMS MUST BE SUBMITTED BY REGISTERED/CERTIFIED MAIL OR IN PERSON\*\*\***

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## **How to REINSTATE your Service Agreement if Voided**

**STEP 1: Have Dawson Inspector out to evaluate the current state of the foundation or provide Engineer's Report stating no problems with the home:**

- a. If home does not need foundation work, move on to step 2 and have a hydrostatic test for underslab plumbing leaks performed. If there is a leak, it can cause constant movement under the slab and negates all previous stabilizing efforts.
- b. If the foundation needs adjustments on existing Dawson piers, they will not be completed until the transfer process is complete.
- c. If the foundation needs new work, and the homeowner agrees to have Dawson do repair, the Service Agreement will automatically transfer upon completion work with no additional transfer fee.
  - i. A hydrostatic test is standard procedure after the home is levelled with new piers installed, so it would not be required before work commences.

**STEP 2: Have hydrostatic test performed on the under slab by a plumber (we recommend American Leak Detection: 281-440-4400) and forward your results to Dawson's office. OWNER is responsible for setting up hydrostatic test, Dawson Foundation Repair has no involvement between owner and plumber:**

- d. If no leaks are found, move on to step 3 and pay the transfer fee.
- e. If leaks are found, homeowner must repair plumbing in a timely manner and provide Dawson with evidence that the repair has been completed before the transfer fee can be paid or service agreement can be transferred.

**STEP 3: Pay the \$250 transfer fee to have Service Agreement reinstated into the current owner's name.**

**PLEASE NOTE: ALL reinstatement service agreements carry a \$75 + inflation fee for all adjustments to work done by Dawson. Date is determined on year service agreement was signed.**



AGREEMENT

AUG. 2001



21325



6906 Chetwood • Houston, Texas 77081 • (713) 668-2110 • Fax (713) 668-8521

1. DAWSON FOUNDATION REPAIR INC., hereafter called CONTRACTOR and MAR JERRA HAWKINS EXECUTOR TO THE ESTATE OF - hereafter called OWNER, agree that CONTRACTOR will furnish labor, equipment, and materials to perform the following described work to the hereinafter described building/structure located at 218 DRIFTWOOD, TAYLOR LAKE VILLAGE, TX

2. CONTRACTOR WILL INSTALL FORM-SIX (46) BELL-BOTTOM PIERS UNDER THE FOUNDATION BEAMS OF THE BUILDING/STRUCTURE IN PLACES RECOMMENDED BY CONTRACTOR. PIERS WILL HAVE AN APPROXIMATELY THIRTY-SIX INCH DEEP JACKING PAD. THIS JACKING PAD THEN TAPER TO A NINE INCH SHAFT, APPROXIMATELY THREE FEET SIX INCHES BELOW GRADE-BEAM. PIERS WILL THEN BE DRILLED TO A DEPTH OF APPROXIMATELY TWELVE FEET, SAND, WATERTABLE, OR SUBSURFACE, MAN-PLACED OBJECTS PERMITTING. PIERS WILL BE UNDER-REAMED WITH A TWENTY-TWO INCH BELL BOTTOM. EACH PIER WILL BE REINFORCED WITH THREE (3) ONE HALF (1/2) INCH STEEL RODS AND POURED WITH FIVE-SACK CONCRETE. CONTRACTOR WILL RAISE AREAS WHERE PIERS ARE INSTALLED

of the building/structure and level to as near level line as construction of the building/structure will permit and will fill voids under the raised area by use of the mud-jack method. OWNER approves this method of repair and recognizes that such method is a generally accepted method of foundation repair employed in the area.

3. If slab is a post tension design, degree of levelness may be limited by structural integrity of the slab. There are three main problems with construction of post tension slabs. First the post tension cables may not have been tensioned correctly at the time of construction. Second, interior structural grade beams are not always located under load bearing walls. Third the cable tendons are not grouted properly at the exterior grade beam and can rust therefore creating a loss of cable tension. CONTRACTOR recommends that post tension cable slabs be checked by a post tension cable company after raising of the slab foundation has been completed. If cracks in the slab exceed one-eighth (1/8) of one inch, CONTRACTOR recommends that these cracks be pressure injected with epoxy by a company which specializes in this type of work.

4. Where interior piers are needed to correct foundation problems CONTRACTOR will use masking tape to tape plastic sheeting to wall for protection of walls. In the event that wallpaper or paint is damaged on removal of tape and plastic owner releases CONTRACTOR of liability for damage to paint and wallpaper.

5. Where holes are broken through slab, patios, sidewalks or driveways in order to install piers; CONTRACTOR will patch concrete. However, patches will not match color or texture of original concrete. Where tile or vinyl are broken through to install piers, CONTRACTOR will not repair or replace tile or vinyl. Where floorcovering (i.e. carpet, wood floors, parquet etc.) has to be removed to install interior piers; CONTRACTOR will not remove or replace floor coverings. OWNER understands and agrees that where interior piers are installed concrete patches should be sealed with concrete sealant by owner or flooring contractors before any floor coverings are replaced.

6. Slurry to be pumped into voids will consist of soil and approximately two and one-half (2 1/2) sacks of stabilizing agent per cubic yard of soil. Due to the high plasticity of Houston area soils, CONTRACTOR recommends that any areas of the foundation which are raised approximately one inch or less should not be pumped with slurry.

7. It is understood and agreed that the slurry used to fill voids under the slab is a fluid substance and will flow through small cracks and crevices and CONTRACTOR shall not be responsible for damage resulting therefrom. Should there be any cracks in the sewer drain pipes or any other drain lines under the slab due to settling or raising, the price below does not include such repairs of any damage resulting therefrom. CONTRACTOR will keep the pipes open and operative. CONTRACTOR is not responsible for cleaning, roto-rooting, or repairing.

8. It is not anticipated that there will be any problems with the plumbing above the slab. However, if any leaks occur in the potable water or gas pipes due to the raising, CONTRACTOR will cause such leaks to be repaired at his expense, corrosion damage excluded.

9. Although CONTRACTOR has examined the building/structure heretofore described he is not totally familiar with conditions below ground level, the design of the foundation, or the construction materials used in the foundation and is making his recommendations based upon his experience in the industry. By reason of uncertainty, there is no assurance that the desired results will be totally achieved and that the same or similar problems may not occur in the future. It is understood that if a building/structure is partially piers further settlement may occur in other areas such as the remainder of the perimeter and/or the interior of the building/structure. Therefore, these other areas above mentioned are not covered by our SERVICE AGREEMENT. When raising a slab, it is possible that more stress fractures will develop in the slab and damage will result above the level of the slab such as, but not limited to, sheetrock, wall plaster, tile, wooden members, roof, or other rigid materials. Therefore, the price below does not include any redecorating, repainting, or replacing of any material or items not explicitly called for in this AGREEMENT.



Trish Grimwood

713 665-0584

p.3

10. Where holes are dug in order to perform work called for in this AGREEMENT, CONTRACTOR assumes no responsibility for damage to underground lines such as, but not limited to, electrical, or gas lines not installed by utility companies or cable companies which are not clearly marked by OWNER on the work plan prior to work commencing. OWNER waives all claims for such damages set forth in this paragraph.

11. CONTRACTOR will carry Workers' Occupational Accident Insurance up to the limit of one million dollars (\$1,000,000) and General Liability Insurance up to the limit of five hundred thousand dollars (\$500,000).

12. Total cost for this work will be FIFTEEN THOUSAND FIVE HUNDRED

AND FIFTY DOLLARS (\$15,550<sup>00</sup>)  
 PAYMENT TERMS ARE AS FOLLOWS: OWNER agrees to pay CONTRACTOR for one-half (1/2) of the total contract price on the day the concrete pour is completed, and the final one-half (1/2) on the day the leveling is completed. If under slab plumbing needs to be repaired before CONTRACTOR can mud/pump void, final balance is due (day of leveling) less ten percent (10%). The final ten percent (10%) is due when mud/pumping is complete.

13. **LIFETIME SERVICE AGREEMENT: OWNER RECOGNIZES THAT SOIL CONDITIONS IN THIS AREA ARE SUCH THAT THERE MAY OCCUR SOME FUTURE SHIFTING OF THE SOIL, PARTICULARLY DURING PERIODS OF EXTENDED DRY WEATHER, WHICH MAY RESULT IN NEW OR ADDITIONAL SETTLING. IF ANY RE-RAISING OF THE AREA OF THE BUILDING/STRUCTURE ON WHICH CONTRACTOR PERFORMS THE WORK SET FORTH HEREIN IS NECESSARY DUE TO SETTLING, DURING THE FIRST TEN (10) YEARS AFTER COMPLETION OF PROJECT, CONTRACTOR WILL RE-RAISE SETTLED AREAS WHERE THE ABOVE DESCRIBED PIERS HAVE BEEN INSTALLED WITHOUT COST TO THE OWNER, EXCEPT FOR REMOVAL AND/OR REPLACEMENT OF FLOOR OR GROUND COVERING. AFTER 10 YEARS, SERVICING, IF EVER REQUIRED, WILL BE DONE AT A COST TO THE OWNER OF \$30.00 PER PIER (THIS COST SHALL BE ADJUSTED, PLUS OR MINUS, ACCORDING TO THE U.S. CONSUMER PRICE INDEX EACH YEAR) FOR THE LIFETIME OF THE BUILDING/STRUCTURE. THIS SERVICE AGREEMENT WILL NOT EXTEND TO ANY PORTION, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL INTERIOR AREAS OF THE BUILDING/STRUCTURE OTHER THAN THOSE PORTIONS UPON WHICH CONTRACTOR ACTUALLY PERFORMS WORK PURSUANT HERETO. SETTLEMENT OF MORE THAN THREE EIGHTS OF ONE INCH CONSTITUTES POSSIBLE NECESSITY OF RE-RAISING.**

14. This AGREEMENT, in order to be binding upon CONTRACTOR, must be signed in the space provided below, and one copy returned to the office of DAWSON FOUNDATION REPAIR INC. within ninety (90) days from the date shown below.

15. The OWNER may order extra work to be done not included in this AGREEMENT, in which event a separate AGREEMENT for such work shall be entered into between OWNER and CONTRACTOR. No oral representation made by anyone can change or modify this AGREEMENT.

16. This SERVICE AGREEMENT may be transferred. In order for the transfer to be effective, written notification thereof must be furnished to CONTRACTOR within ninety days of closing of sale by OWNER named below in person or by registered mail. These requirements must be met within thirty days of closing or the SERVICE AGREEMENT becomes null and void.

17. If it becomes necessary to cut builders piers, there will be an additional charge of one hundred dollars (\$100.00) per builders pier cut.

18. OWNER also understands that negative or poor drainage away from the building/structure (such as, but not limited to, pooling) or trees in close proximity to the building/structure can cause further foundation problems both in areas where piers are installed and in areas where piers are not installed. CONTRACTOR can not correct heaving of building/structure caused by problems such as, but not limited to, poor drainage or plumbing leaks.

19. CONTRACTOR WILL SUBMIT PLANS FOR ALL REPAIR WORK CALLED FOR IN THIS AGREEMENT TO THE APPROPRIATE CITY BUILDING INSPECTION DEPARTMENT FOR PERMITS AND INSPECTIONS.

The undersigned has read all of the terms of the AGREEMENT, is familiar with its provisions, is aware of soil conditions in Houston and the surrounding area and resulting possible settling therefrom and accepts the AGREEMENT subject to the terms and conditions therein contained.

This contract is subject to Chapter 27, Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide notice regarding the defect to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law. The notice must refer to Chapter 27, Property Code, and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004, Property Code.

DATE

8-7-01

OWNER



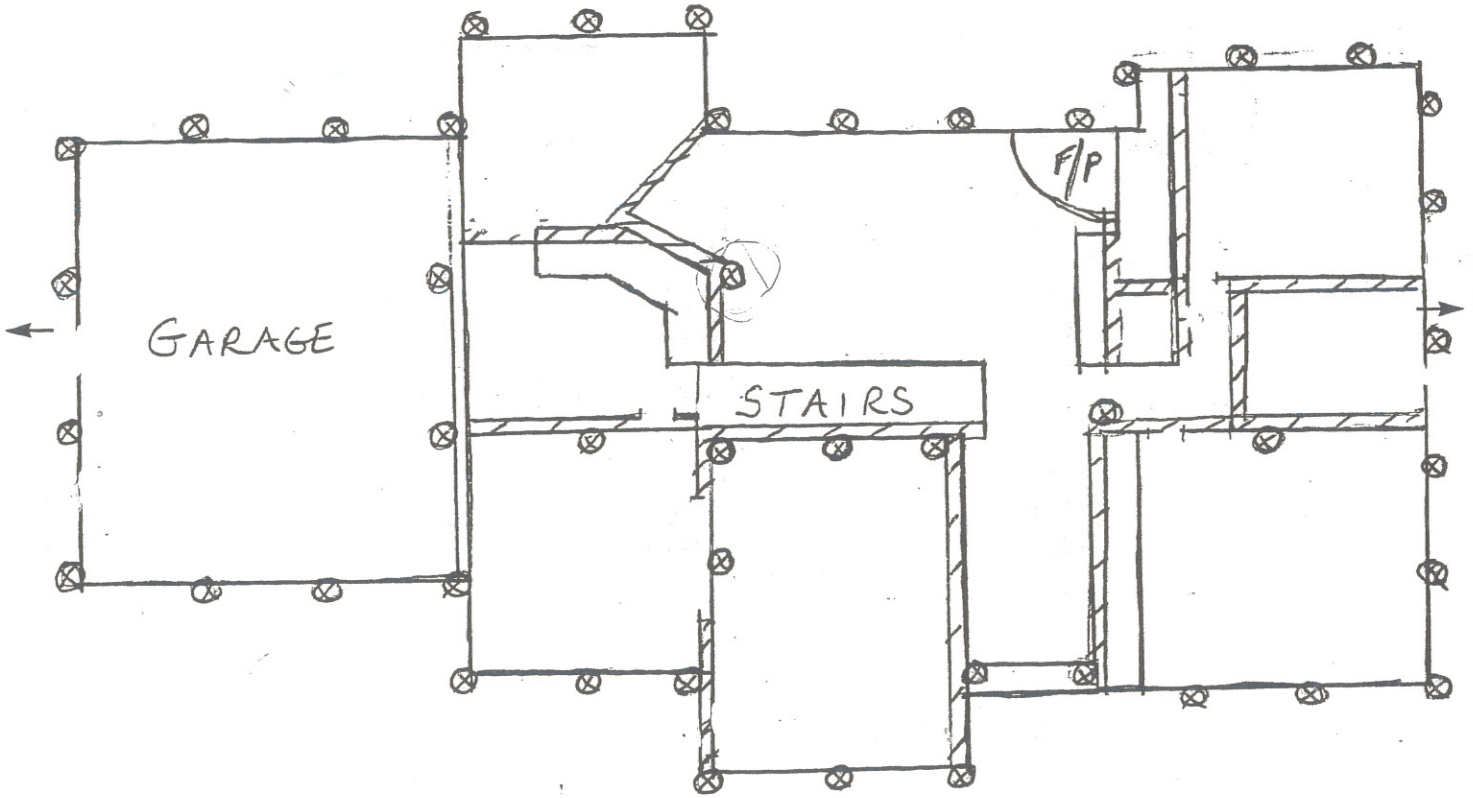

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# **Foundation Repair Service Agreement Transfer Form**

Please **submit in person or send via registered or certified mail** to Dawson Foundation Repair's office; otherwise the transfer will not be valid or complete.

\_\_\_\_\_ Date

To: Dawson Foundation Repair  
6906 Chetwood Dr  
Houston, TX 77081

RE: Service Agreement Transfer

To Whom It May Concern:

I, \_\_\_\_\_ am writing to transfer my Service Agreement with  
Seller's Name(s)  
Dawson Foundation Repair into the name(s) of \_\_\_\_\_ for  
Buyer's Name(s)  
the property located at \_\_\_\_\_ . The closing  
Property Address  
took place on \_\_\_\_\_ . Below is updated contact information for all  
Closing Date  
parties involved:

**Buyer's Contact Information:**

Name(s): \_\_\_\_\_  
Phone Number(s): \_\_\_\_\_  
Email Address(es): \_\_\_\_\_

**Seller's Contact Information:**

Name(s): \_\_\_\_\_  
Phone Number(s): \_\_\_\_\_  
Email Address(es): \_\_\_\_\_

Thank you,

\_\_\_\_\_  
Seller's Original Signature

**Upon the receipt and approval of this form, the transfer will take effect immediately**

**FOR OFFICE USE ONLY:**

RECEIVED DATE: \_\_\_\_\_

RECEIVED BY: \_\_\_\_\_

APPROVED (Circle One):                      YES                      NO

DAWSON REP SIGNATURE: \_\_\_\_\_



The undersigned, being the property owner(s) (OWNER) of the property located at:

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Hereby grant freely and without coercion unto Dawson Foundation Repair (DFR), its affiliates and employees, consent for the right of access and to enter said property for the purpose of preparing and presenting an estimate for repairs to the property.

Owner further agrees to **one** of the following options:

DFR may meet with and provide all documentation, including but not limited to, any estimates, drawings, or other materials related to the proposed repair to the following individuals

Print Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Print Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

OR

DFR may only disclose the results directly to OWNER, including but not limited to, any estimates, drawings, or other materials related to the proposed repair.

The undersigned agrees and warrants to hold harmless DFR, its agencies, contractors, and subcontractors, and hereby release, discharge, and waive any action, either legal or equitable that might arise out of any activities on the above described property.

OWNER: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name

OWNER: \_\_\_\_\_

Signature