



APPROVED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

**SELLER'S DISCLOSURE NOTICE**

CONCERNING THE PROPERTY AT 9202 Vogue Lane, Houston, Texas 77080  
(Street Address and City)

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PURCHASER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER OR SELLER'S AGENTS.

Seller  is  is not occupying the Property. If unoccupied, how long since Seller has occupied the Property? Never

1. The Property has the items checked below [Write Yes (Y), No (N), or Unknown (U)]:

<u>Y</u> Range	<u>Y</u> Oven	<u>N</u> Microwave
<u>Y</u> Dishwasher	<u>N</u> Trash Compactor	<u>Y</u> Disposal
<u>Y</u> Washer/Dryer Hookups	<u>U</u> Window Screens	<u>Y</u> Rain Gutters
<u>Y</u> Security System	<u>U</u> Fire Detection Equipment	<u>N</u> Intercom System
	<u>Y</u> Smoke Detector	
	<u>U</u> Smoke Detector-Hearing Impaired	
	<u>U</u> Carbon Monoxide Alarm	
	<u>N</u> Emergency Escape Ladder(s)	
<u>U</u> TV Antenna	<u>U</u> Cable TV Wiring	<u>U</u> Satellite Dish
<u>Y</u> Ceiling Fan(s)	<u>U</u> Attic Fan(s)	<u>U</u> Exhaust Fan(s)
<u>Y</u> Central A/C	<u>Y</u> Central Heating	<u>N</u> Wall/Window Air Conditioning
<u>Y</u> Plumbing System	<u>N</u> Septic System	<u>Y</u> Public Sewer System
<u>Y</u> Patio/Decking	<u>N</u> Outdoor Grill	<u>Y</u> Fences
<u>N</u> Pool	<u>N</u> Sauna	<u>N</u> Spa <u>N</u> Hot Tub
<u>N</u> Pool Equipment	<u>N</u> Pool Heater	<u>U</u> Automatic Lawn Sprinkler System
<u>N</u> Fireplace(s) & Chimney (Wood burning)		<u>N</u> Fireplace(s) & Chimney (Mock)
<u>Y</u> Natural Gas Lines		<u>U</u> Gas Fixtures
<u>U</u> Liquid Propane Gas	<u>U</u> LP Community (Captive)	<u>U</u> LP on Property
Garage: <u>Y</u> Attached	<u>      </u> Not Attached	<u>N</u> Carport
Garage Door Opener(s):	<u>U</u> Electronic	<u>N</u> Control(s)
Water Heater:	<u>Y</u> Gas	<u>      </u> Electric
Water Supply: <u>Y</u> City	<u>      </u> Well <u>      </u> MUD	<u>      </u> Co-op
Roof Type: <u>Composition Shingles</u>	Age: <u>7</u> years	(approx.)

Are you (Seller) aware of any of the above items that are not in working condition, that have known defects, or that are in need of repair?  Yes  No  Unknown. If yes, then describe. (Attach additional sheets if necessary): \_\_\_\_\_

Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property.

Seller's Disclosure Notice Concerning the Property at

(Street Address and City)

2. Does the property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766, Health and Safety Code?\*

\* Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements.

3. Are you (Seller) aware of any known defects/malfunctions in any of the following? Write Yes (Y) if you are aware, write No (N) if you are not aware.

- N Interior Walls, N Exterior Walls, N Roof, N Walls/Fences, N Plumbing/Sewers/Septics, N Other Structural Components (Describe):
N Ceilings, N Doors, N Foundation/Slab(s), N Driveways, N Electrical Systems
N Floors, N Windows, N Sidewalks, N Intercom System, N Lighting Fixtures

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary):

Plumbing/Sewer/Septics: Performed sewer isolation test and conducted spot repairs at 3 different sections and installed cleanouts. See attached paperwork.
HVAC: Previous seller replaced compressor/fan motor in 2017 during prior ownership - details unknown.
Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property.

4. Are you (Seller) aware of any of the following conditions? Write Yes (Y) if you are aware, write No (N) if you are not aware.

- N Active Termites (includes wood destroying insects), N Termite or Wood Rot Damage Needing Repair, N Previous Termite Damage, N Previous Termite Treatment, N Improper Drainage, N Water Damage Not Due to a Flood Event, N Landfill, Settling, Soil Movement, Fault Lines, N Single Blockable Main Drain in Pool/Hot Tub/Spa\*
Y Previous Structural or Roof Repair
N Hazardous or Toxic Waste
N Asbestos Components
N Urea-formaldehyde Insulation
N Radon Gas
N Lead Based Paint
N Aluminum Wiring
N Previous Fires
N Unplatted Easements
N Subsurface Structure or Pits
N Previous Use of Premises for Manufacture of Methamphetamine

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary): Home was built prior to 1978 - See Lead Based Paint Addendum

House has had foundation work; see documents for stamped engineer's report with passed hydrostatic test and full transferable warranty.
Repaired (point) cracks in brick and mortar
Repaired leak at the sink on the exterior. Repaired few shingles in the roof in September 2023.

Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property.

\* A single blockable main drain may cause a suction entrapment hazard for an individual.

Seller's Disclosure Notice Concerning the Property at

(Street Address and City)

- 5. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair?  Yes (if you are aware)  No (if you are not aware). If yes, explain (attach additional sheets if necessary).

- 6. Are you (Seller) aware of any of the following conditions?\* Write Yes (Y) if you are aware, write No (N) if you are not aware.

  N   Present flood insurance coverage

  N   Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir

  N   Previous water penetration into a structure on the property due to a natural flood event

Write Yes (Y) if you are aware, and check wholly or partly as applicable, write No (N) if you are not aware.

  N   Located  wholly  partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR)

  N   Located  wholly  partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded))

  N   Located  wholly  partly in a floodway

  N   Located  wholly  partly in a flood pool

  N   Located  wholly  partly in a reservoir

If the answer to any of the above is yes, explain (attach additional sheets if necessary):

Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property.

\*For purposes of this notice:

"100-year floodplain" means any area of land that:

(A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as Zone A, V, A99, AE, AO, AH, VE, or AR on the map;

(B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; and

(C) may include a regulatory floodway, flood pool, or reservoir.

"500-year floodplain" means any area of land that:

(A) is identified on the flood insurance rate map as a moderate flood hazard area, which is designated on the map as Zone X (shaded); and

(B) has a two-tenths of one percent annual chance of flooding, which is considered to be a moderate risk of flooding.

"Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.

"Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).

"Floodway" means an area that is identified on the flood insurance rate map as a regulatory floodway, which includes the channel of a river or other watercourse and the adjacent land areas that must be reserved for the discharge of a base flood, also referred to as a 100-year flood, without cumulatively increasing the water surface elevation of more than a designated height.

"Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land.

- 7. Have you (Seller) ever filed a claim for flood damage to the property with any insurance provider, including the National Flood Insurance Program (NFIP)?\*  Yes  No. If yes, explain (attach additional sheets as necessary):

Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property.

\*Homes in high risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s).

- 8. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the property?  Yes  No. If yes, explain (attach additional sheets as necessary):

Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property.

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(Street Address and City)

9. Are you (Seller) aware of any of the following? Write Yes (Y) if you are aware, write No (N) if you are not aware.

N Room additions, structural modifications, or other alterations or repairs made without necessary permits or not in compliance with building codes in effect at that time.

Y Homeowners' Association or maintenance fees or assessments.

N Any "common area" (facilities such as pools, tennis courts, walkways, or other areas) co-owned in undivided interest with others.

N Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.

N Any lawsuits directly or indirectly affecting the Property.

N Any condition on the Property which materially affects the physical health or safety of an individual.

N Any rainwater harvesting system located on the property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.

Y Any portion of the property that is located in a groundwater conservation district or a subsidence district.

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary): \_\_\_\_\_

Property is located in Harris-Galveston Subsidence District. For more information regarding this district contact the district directly.

HOA Name: Spring Branch Estates II, Phone #: 713-464-3053 and main fee: \$20.00 annually. Buyer is encouraged to contact HOA for current information.

Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property.

10. If the property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit maybe required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.

11. This property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.

DocuSigned by:

*Quintessa Homes of Texas, Inc*

1/12/2024

Signature of Seller

Date

Signature of Seller

Date

The undersigned purchaser hereby acknowledges receipt of the foregoing notice.

Signature of Purchaser

Date

Signature of Purchaser

Date



This form was prepared by the Texas Real Estate Commission in accordance with Texas Property Code § 5.008(b) and is to be used in conjunction with a contract for the sale of real property entered into on or after September 1, 2019. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC NO. OP-H

SECURE FOUNDATION REPAIR, LLC  
LIFETIME FOUNDATION WARRANTY

THIS CERTIFIES THAT PROPERTY ADDRESS

9202 Vogue Ln, Houston, TX 77080

achieved a foundation repair plan based on the relative elevation map, was permitted by its municipality, and approved by an independent structural engineer on

**SEPTEMBER 8, 2023**



Director of Operations



**OPENDOOR, INC**  
Owner

All warranties are transferable. Buyers are required to contact Secure Foundation Repair, at 214-210-1814, within 90 days. A transferable document fee may apply.

Secure Foundation Repair, LLC

Conditions and Warranty

GENERAL CONDITIONS

If any adjustments to Contractor's piers or pilings are required during the life of your home due to settling of Contractor's piers or pilings, Contractor will re-adjust all affected piers or pilings at no charge to Owner.

If you sell your home after the purchase from OpenDoor, Inc., to transfer the warranty, the buyer must complete the warranty transfer form, pay a document transfer fee and file it with the Contractor within 90 days of the sale.

There is a document fee of \$150.00 to transfer the warranty. To arrange a warranty transfer, contact Secure Foundation Repair (214) 210-1814. This paragraph sets forth the entire warranty for this work. All other warranties, expressed, implied, or statutory are hereby disclaimed. If full payment is not made in a timely manner, all warranties implied, or statutory, are void.

1. Contractor will provide all labor, materials, and equipment required to complete the work. Contractor will perform the work in a good and workmanlike manner. Owner will supply Contractor with water and electricity. If Contractor supplies generator(s), because Owner fails to supply electricity, Owner agrees to pay a fee of \$100.00 per day per generator.
2. The work will be reviewed and certified by a registered professional engineer or their representative if engineering is required per the agreement.
3. Contractor will call for line checks as required by state law. Contractor has no control over the line check personnel or their scheduling.
4. For Owner's protection, Contractor will carry at least \$1,000,000 each of liability insurance.
5. In no event will Contractor be liable for damages to slab plumbing caused by corrective lifting and driving of pilings or supports. Contractor will not be responsible for repairing pre-existing plumbing problems or deteriorated pipes of the structure. Without warranty or any kind, express or implied.
6. Structural conditions might appear when work is in process that were not visible when your estimate was prepared, such as inadequate reinforcing steel in slab, and/or other structural deficiencies. In such cases, Owner will have the choice of terminating this agreement and receiving a full refund or if proceeding with the work with no warranty if implied.
7. When repairing foundations, it is possible that sheetrock, wallpaper, plaster, brick, roofing, piping, wiring or other materials may crack, wrinkle or break. Therefore, it is agreed between Owner and Contractor that this contract does not include repairing or replacing any materials or systems not specifically included in the agreement. It is also agreed that Contractor is not responsible for trees, shrubs, other plants, sprinklers, lighting or any other item that might be damaged when the work is performed. Contractor shall not be responsible for the cost of any such repairs.
8. Owner may order work that is not described in this agreement, in which event Owner and Contractor shall enter into a separate written agreement describing such work. No oral representation by either party can change this agreement. This agreement is the entire agreement between Contractor and Owner, and supersedes all other discussions and agreements concerning the work described herein.
9. Owner and Contractor agree that any dispute, or lawsuit related in any way to this agreement or the work related thereto, shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association (AAA) in accordance with this arbitration agreement and under the commercial arbitration rules of the AAA: with the stipulations that, in the event of arbitration, the arbitrator shall require losing party to pay the winning parties' costs, including reasonable attorney's fees, and the arbitrator shall be an engineer or builder with experience in building, designing, or analyzing residential foundations. Owner and Contractor agree that, in any arbitration proceeding, Contractor's liability shall be limited to the amount paid to Contractor by Owner under this contract. If Contractor files a mechanic's lien because of Owner's failure to make full payment in a timely manner, Owner agrees to reimburse Contractor for the cost of filing and removing any such mechanic's lien, including reasonable attorney's fees.
10. In order to be binding in Contractor, this contract must be signed by all Owners, in the spaces shown below, and returned to Contractor within 30 days from the date specified on the agreement.

11. Foundation maintenance will continue to be necessary after foundation repairs are performed.

Notice Required by State Law

“This contract is subject to Chapter 27, Property Code. The provisions of that chapter may affect your right to recover 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.”

WARRANTY  
LIFETIME TRANSFERABLE WARRANTY

This page sets forth the entire warranty for this work. All other warranties, expressed, implied, or statutory are hereby disclaimed. The Lifetime Transferable Warranty only applies to newly installed pressed pilings. It is the intention of the Contractor to permanently stabilize the settlement of the foundation covered by this contract. Within (1) part in two hundred and forty (240) parts for the life of the structure that it supports (1” settlement in 20’ horizontal span or 1/4 “in 5’ horizontal span). Measurements will be based on post-elevations taken after work has been completed. If any adjustments to the Contractor’s piers or pilings are required during the life of your home due to settling of Contractor’s piers or pilings, Contractor will re-adjust all affected piers or pilings at no charge to Owner. This warranty applies only to the work performed by the Contractor described as Lifetime Warranty Work under the terms, provisions, and conditions of this contract.

This warranty will be null and void if:

1. Full payment is not made within 15 days of completion of work as specified.
2. An additional story is added to the structure, or changes of a similar scope are made, without the prior written approval of the Contractor, when such changes would affect loads on the foundation.
3. The structure is sited on a fault, or is affected by an earthquake, or a natural disaster or by an act of God.
4. Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than the depth.
5. The foundation is undermined by soil slumping, eroding, plumbing leaks, creek beds, excavations, etc.
6. The natural erosion of existing structures.
7. Any accidental or intentional damage, fire, flood, windstorm, earthquake, or other acts of God.

Transfer warranty:

If you sell your home, to transfer the warranty, the buyer must complete the warranty transfer form and file it with Contractor within 90 days of the sale. There is a document fee of \$150.00 to transfer your warranty. To arrange a warranty transfer, contact Secure Foundation Repair (214) 210-1814. Unless assignment is properly made within (90) days after transfer of title, this warranty is null and void.

ARBITRATION OF DISPUTES:

In the event that the Owner and Contractor cannot agree that the movement in the foundation has been controlled and settlement is within the tolerances specified above, it is specifically agreed by acceptance of this warranty that the matter shall be determined by binding arbitration administered by the American Arbitration Association (AAA) in accordance with this arbitration agreement and under the commercial arbitration rules of the AAA; with the stipulations that, in the event of arbitration, the arbitrator shall be an engineer or builder with experience in building, designing, or analyzing residential foundations. Owner and Contractor agree that, in any arbitration proceeding, Contractor’s liability shall be limited to the amount paid to Contractor by Owner under this contract.

**Controlled**  
**M-42929**

1225 Perry St.  
Irving, TX 75060  
817-752-9410 or Info@ControlledPlumbing.com



Service Regions  
Dallas/Fort Worth  
Corpus Christi  
San Antonio  
Houston  
Austin

**Hydrostatic Sewer & Static Potable Water Test**

Customer	Requestor (if applicable)	Phone/Contact	Performed Date	9/22/2023
Opendoor, LLC	410 N. Scottsdale Rd., Ste 1600, Tempre, AZ, 85281		Email	Email 2

Job Site	City	Zip Code	Name	Phone
9202 Vogue Ln, Houston TX, 77080				

Description - Known Issue(s)				

Evaluation/Observation	Description	Results
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**A Hydrostatic Test of Sanitary Sewer Pipes-**

Passed

A Hydrostatic test is performed to determine whether a leak(s) exists somewhere on the sewer system under floor level and within the perimeter beams of the foundation. An inflatable test ball is inserted into the main sewer line directly under the perimeter beam and is inflated to block off the system. The entire system is then filled with water to the floor level and monitored for loss.

Clean outs: None  Double  Single to City  Visible Composite  Cast Iron   
 2-Way  Single to House  PVC   
 ABS

Sewer Line System tested Interior  Exterior  Both   
 Type Cast Iron  PVC  ABS  Clay   
 Visible Composite Excellent  Fair  Poor  Rotted  Cracked

Sewer System Observation Point Clean Outs  Shower  Commode  Other

Aggregate Water Lost in Riser: Inches Dropped 0 In Mintues 10

**Static Test of Potable Water Supply Pipes-**

Passed

A Static test is performed to determine whether a leak(s) exists somewhere on the domestic potable water system. The test is performed by first checking and isolating all fixtures above the slab that drip or leak. A pressure gauge is attached to one of the water outlets, and the potable water system is isolated from the city main at the meter cut off. The gauge is monitored for pressure loss.

Water Pipe Composite Concealed  Copper  Poly  Galvanized  Pipe Located Under   
 Foundation   
 Pressure gauge attached: Hose Bib  Front  Right  Left Side   
 Wash Box  Back  or Overhead

System tested Interior  Exterior  Both

Water Shut Off at: Meter  Valve  Initial City Water Pressure in PSI 50

Pressure at end of test in PSI 50

Does a yard shutoff valve exist? Total Pressure Loss in PSI 0

Yes  No

Can sprinkler system be isolated from property? Length of Test in Mintues 10

Yes  No





Adam A. Green, P.E. (TX), MBA

Austin | Dallas | Fort Worth | Houston | San Antonio | Waco (469) 751-7694  
www.CrosstownEngineering.com

Date: September 8, 2023

Attention: Opendoor Labs, Inc. (via email)

Subject: Post-Repair Foundation Repair Evaluation  
Slab Foundation  
9202 Vogue Ln, Houston, TX

Crosstown Engineering (CE) was retained to evaluate the foundation in conjunction with foundation repairs implemented by Secure Foundation Repair (the contractor).

The contractor performed the following in the approximate locations shown on the limited repair plan:

- Installed 28 total pilings (23 exterior, 5 breakouts).
- Installed 1 angle iron.

To the best of our knowledge the contractor has performed the limited repairs in substantial conformance with our pre-repair report dated 8/28/23, including any approved changes. Disturbed soil and concrete breakouts were observed in the approximate locations shown on the limited repair plan. The foundation repairs meet or exceed 2015 IRC.

The implementation of this limited repair plan does not rule out the possibility of needing a foundation repair plan in the future should damages or foundation movement worsen. Re-evaluation of the structure in the future may be prudent.

*Maintenance Opportunities:*

We recommend post-lift plumbing tests be performed on the sewer and potable plumbing lines and that any leaks be immediately repaired. The results of the tests should be provided to our office. Tree root and vegetation control or removals near the foundation, a foundation and yard watering system, and a foundation maintenance program will help control seasonal movement. It is important that the soils be stabilized and maintained with grass or ground cover around the perimeter of the structure.

*Floor Elevation Information:*

A relative elevation floor survey was performed using a Zipline Pro-2000B to map the surface topography of the floor of the living area and garage (if present). The floor plans and the elevations are illustrated on the limited repair plan. The elevations were adjusted based on the flooring type encountered to be on the same plane as the base point floor type. If a garage was present, the garage ceiling was measured and adjusted to be on the same plane as the foundation. Garage floors are designed to slope and are not as effective in measuring foundation movement.

*Expectations:*

Because the structure has endured pre-repair foundation differential movement, residual differential elevation or other cosmetic issues may remain following the foundation limited repairs, such as interior and exterior wall distress, door sticking, and doorway leaning.



Adam A. Green, P.E. (TX), MBA

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www.CrosstownEngineering.com

The soils beneath and surrounding the structure are known to shrink and swell as the seasonal soil moisture content fluctuates. Moving forward, we anticipate that some cracks in the interior and exterior walls will surface due to seasonal movement within the soils, even after foundation repair. Periodic repair of this type of cracking will be required.

This limited repair plan is intended to provide a reasonable repair to improve the performance of the foundation and is not intended to level the foundation. The contractor determined the amount of elevation correction needed based on the reaction of the structure during the lift in order to minimize damages and additional stress.

Scope of Work Limitations:

This report is for informational purposes only and is not intended to provide a detailed inventory of defects or a technical evaluation of the property. The inspection excludes the framed superstructure, detached buildings, privacy or retaining walls, general site drainage away from the structure, material and soil sampling/testing, and verification of concrete reinforcement or knowledge of the location of interior grade beams, boxed structural members not in plain sight or previous repair work. Removal of floor coverings or performance of invasive tests or procedures is not included.

Disclaimer:



We do not warrant the future performance of the subject foundation and the reader is urged to review the Disclosure & Disclaimer for other limitations and standard recommendations. The limit of liability is limited to the fee paid for this opinion. No further agreement shall be made, altered, or varied except by written instrument.

The above referenced inspection was to document the repairs implemented by the contractor. Neither Crosstown Engineering nor Adam Green, P.E., are responsible for liability to the owner or others for acts or omissions of the contractor to carry out the repairs in accordance with their agreement or for the construction means, methods, techniques, sequences, procedures or the safety precautions incident thereto. The contractor is solely responsible for the warranty of the work they performed in accordance with their agreement.

Sincerely,

Crosstown Land Development Services  
Texas Engineering Firm (F-15944)

Adam Green, P.E., MBA  
Professional Engineer (TX #116597)

  
9.8.23 



Adam A. Green, P.E. (TX), MBA

Austin | Dallas | Fort Worth | Houston | San Antonio | Waco (469) 751-7694

www.CrosstownEngineering.com

## **DISCLOSURE & DISCLAIMER**

It is known to knowledgeable professional engineers that the soils in this area are subject to movement due to expansion, contraction or densification of the soils etc. This soil movement could possibly cause the foundation to move after the remediation plan within the attached report has been implemented and may impact the stability of the foundation and cause damage.

NO WARRANTY IS EXPRESSED OR IMPLIED BY THIS ENGINEER AS TO THE PERFORMANCE OF THIS FOUNDATION OR THE REPAIRS THERETO. Diligent foundation maintenance to maintain consistent soil conditions along the perimeter should reduce further problems after the recommendations within this report have been implemented. However, seasonal moisture variations, water leaks, erosion and other factors may affect the stability of the foundation and put it in danger of further damage.

## **REPORT LIMITATIONS**

This report is written for informational purposes only and is not intended to be a detailed technical evaluation of the property or an inventory of defects. The opinions expressed in this report are based on a visual evaluation of current conditions observed at the time of the inspection. THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, CONCERNING THIS ENGINEERING REPORT.

The information in this report supersedes any verbal comments, expressed or implied, made by Crosstown Land Development Services or its principals, agents or employees. The client agrees that neither CLDS nor its employees or owners will be responsible for:

1. Knowledge of the subsurface conditions without extensive geotechnical data obtained from onsite drilling and testing of the recovered samples,
2. Knowledge of cracks, vertical differential displacement of floors without uncovering of the floor by the client; and
3. Any other element such as joists or beams and other structural members that is boxed or otherwise not readily available to CE for viewing, and releases CE from any liability attributable to such knowledge or conditions.

Any prescribed repair or maintenance plan detailed by this report is based on observations of apparent performance of the facility at the time of this structural survey. Compliance with any code or specification other than as expressly noted is specifically excluded.

The provided Floor Elevation Map and resulting recommendations are based on conditions as they now exist and DOES NOT IMPLY OR WARRANT THAT OTHER PROBLEMS AND OR AREAS MAY NOT MANIFEST IN THE FUTURE.

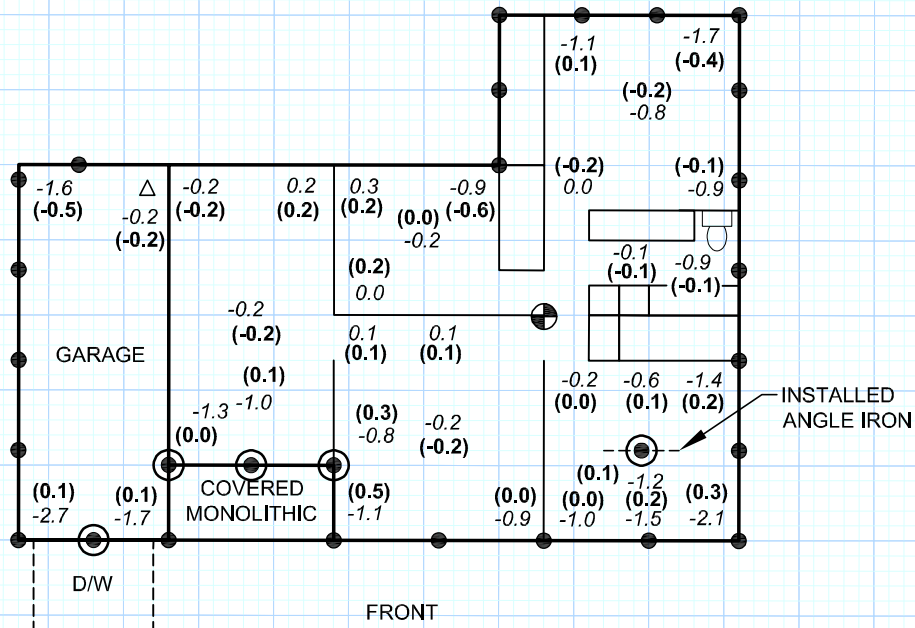
This report was prepared expressly for the client and expressly for the purposes indicated by the client. Permission for use by any other person for any purpose, or by the client for different purpose is denied unless otherwise stated in writing by CE.

CE SHALL HAVE NO LIABILITY FOR ACTS OR OMISSIONS BY THE CONTRACTOR OR HIS SUBCONTRACTORS PERFORMING WORK ON THIS PROJECT, OR THE FAILURE OF THE CONTRACTOR TO PERFORM THE WORK IN ACCORDANCE WITH THE REPAIR PLAN. CE IS NOT RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCE OR PROCEDURES OR THE PRECAUTIONS INCIDENTAL THERETO.

CE expressly DISCLAIMS ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE and the client expressly disclaims that it has contracted for or received any warranty of fitness for a particular purpose with respect to this report. THE REPORT UNDER THIS AGREEMENT IS THE OPINION OF CE AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS AGREEMENT.

CONSTRUCTION NOTE: IF INTERIOR PILING LOCATIONS ARE SHOWN ON THIS MAP THEY ARE APPROXIMATED AND ARE LOCATED WITHOUT KNOWLEDGE OF THE LOCATIONS OF THE INTERIOR GRADE BEAMS. THE CONTRACTOR SHALL MAKE FIELD JUDGEMENTS BASED OFF OF THEIR GRADE BEAM INVESTIGATIONS AND OBSERVED SLAB QUALITIES TO FIELD LOCATE THE FINAL INTERIOR PIER LOCATIONS. FINAL SCOPE CHANGES SHALL BE APPROVED BY THE ENGINEER OF RECORD.

PLEASE NOTE: IF EXISTING PILINGS ARE SHOWN ON THIS MAP, THEIR LOCATION WAS PROVIDED BY THE CLIENT AND IS APPROXIMATE. CE DOES NOT CERTIFY THEIR PERFORMANCE OR EXISTENCE. IF THE READER WOULD LIKE TO DETERMINE IF THEY ARE ACTUALLY PRESENT, THEY MUST CONTACT THE OWNER OR CONTRACTOR TO OBTAIN AN ENGINEERING CERTIFICATE FOR THEM.



- INSTALLED 28 TOTAL PILINGS (23 EXTERIOR, 5 BREAKOUTS).
- INSTALLED 1 ANGLE IRON.

**LIMITED REPAIR PLAN**

PRE-LIFT ELEVATIONS BY CE (08.25.23) 0.0

\*NOT TO SCALE - ALL LOCATIONS APPROXIMATE\*

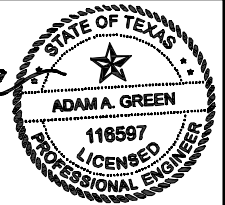
POST-LIFT ELEVATIONS BY CE (9.7.23) (X.X)

**LEGEND**

- ⊕ ELEVATION BASEPOINT
- ▬ INSTALLED BEAM
- ▬ EXISTING BEAM
- INSTALLED PAD/BLOCK
- EXISTING PAD/BLOCK
- INSTALLED PIER
- ⊗ EXISTING PIER
- ⊙ INSTALLED BREAKOUT PIER
- ⊗ EXISTING BREAKOUT PIER

*Adam Green*

9.8.23



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