



Certificate Number:

30004315

### FOUNDATION SERVICE WARRANTY

This Certifies That The St Hybrid System Of Repair Has Been Installed On The Property At:

156 CR 3484 HAWKINS, TX 75765

If any adjustments are required during the Warranty Period due to settling, Olshan will adjust areas previously underpinned by Olshan without cost to the owner for the first year after installation. Adjustment cost of \$150\*\* per piling after the first year, subject to the Warranty Terms and Provisions. This Warranty is completely transferable to any and all future owners of his home ; subject to "Conditions of Transfer".

Manager's Signature

Effective Date:

07-13-2020

\*\*Cost is adjusted annually based on Annual Average Consumer Price Index as published by US Dept. of Labor using a baseline year of 2010

## St Hybrid Steel and Concrete System Warranty Terms and Provisions

### IMPORTANT FACTS CONCERNING YOUR WARRANTY:

Soil conditions in this area are such that some future shifting of the soil may occur, particularly during periods of extended dry weather, which may result in new or additional settling. Therefore, we do not guarantee that the structure will not experience additional movement. This warranty provides that Olshan will re-raise or adjust settled areas where the work has been installed. Our warranty does not include adding additional underpinning in other areas. If a building is partially underpinned, Settlement may occur in areas not underpinned by Olshan such as the remainder of the perimeter and/or the interior of the building. Adjustments required due to movement in these other areas are not covered by our warranty and may require additional repairs at owner's cost. If the work performed was a partial underpinning of the structure, the the remaining structure may move independently of the underpinned area creating a greater differential than if the entire structure was underpinned or no underpinning was done.

### THIS WARRANTY EXCLUDES ALL OF THE FOLLOWING:

- All costs for Removal and Replacement of collateral structural or cosmetic components, including but not limited to floors, wall coverings, windows, decks, landscaping, or tunneling required to access our prior work.
- All damage caused by catastrophic occurrences and acts of God including, but not limited to earthquakes, floods, hurricanes, tornadoes, war, terrorism, fire, sink holes or mud slides.
- All work done by another party in areas where Contractor's work was performed. If work is performed on an area warranted by Contractor without Contractor's prior written approval, ALL WARRANTY for the repair is VOIDED.
- Any movement of the foundation not due to settlement such as "Heave" or "horizontal movement". "Heave" is defined as the swelling of the soils resulting in differential uplift of the structure and "horizontal movement" may be caused by soil erosion, creep and or slough of the soils. These conditions may be caused by excess moisture from plumbing leaks, poor drainage (surface and subsurface), flooding, rising water table, trees or their removal, or other causes. Maintaining proper drainage, plumbing and landscaping is the responsibility of the owner.
- All costs of redecorating, repairing or replacing of any materials or items not specifically incorporated in the product installed per the agreement. By example, it is possible that more stress fractures may develop and damage may result such as, but not limited to, sheetrock, wall plaster, tile, wooden members, roof, or other rigid materials and these items are not covered.

### TRANSFERRING WARRANTY:

Upon satisfaction of the following conditions, the Warranty will be transferred by Owner to a subsequent purchaser of the Property. Representation of the Warranty to prospective buyers must disclose these conditions. Conditions for transfer: (1) Owner must provide Contractor an Olshan Request For Warranty Transfer form signed by both the New Owner and Prior Owner prior to the sale/purchase of the Property; (2) At Contractor's discretion, Contractor must be permitted access to the property to perform a limited assessment of the prior repairs covered by this warranty to determine if any intervening situations have occurred that must be corrected prior to transfer or that may have voided the warranty; (3) Contractor must be paid a \$200 transfer fee, and (4) the terms, conditions and provisions of the contract and warranty must be provided to new Owner. Upon satisfaction of the foregoing conditions and Contractor's approval of the repair of any intervening situations identified by the assessment, a written Confirmation of Transfer will be provided to New Owner by Contractor. Failure to comply with all of these requirements within 90 days of the sale/purchase will result in the warranty being voided.

Olshan Longview  
 2916 Gum Springs Road  
 Longview, TX 75602

# Invoice

Date	Invoice #
7/13/2020	1552

**PAID**  
 07/14/2020

<b>Bill To</b> LG Jordan 156 CR 3484 Hawkins, TX 75765	<b>Ship To</b> LG Jordan 156 CR 3484 Hawkins, TX 75765
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S.O. No.	P.O. No.	Terms	Project
30004315			

Item	Description	Ordered	Prev. Inv...	Backor...	Invoiced	Rate	Amount
CLST-WSA	Hybrid Piling Service Warranty	13	0	0	13	1,038.46154	13,500.00

<b>Total</b>					\$13,500.00
<b>Payments/Credits</b>					-\$13,500.00
<b>Balance Due</b>					\$0.00



2916 Gum Springs Road  
Longview, TX 75602

P 903.238.9391  
F 903.238.9361

### Request for Warranty Transfer

(Must be completed prior to the sales of the property)

To facilitate the transfer of your Olshan Warranty to any new owner it is important to notify the buyer of repairs performed on the property and include the conditions of warranty transfer as part of your Seller's Disclosure. Olshan can assess the repairs covered by this warranty in advance of the sale and assessments are good for 90 days.

Installation Date: 7/13/2020 Certificate#: 30004315

Transfer Request Date: \_\_\_\_\_ Purchase Date: \_\_\_\_\_

Current Owner Name: LG Jordan

Current Owner's Phone#: \_\_\_\_\_

Current Owner's Email: \_\_\_\_\_

New Owner's Name: \_\_\_\_\_

New Owner's Phone#: \_\_\_\_\_

New Owner's Email: \_\_\_\_\_

Address of Installation: 156 CR 3484, Hawkins, TX 75765

Upon satisfaction of the following conditions, the warranty will be transferred by Owner to a subsequent purchaser of the Property. Representation of the Warranty to prospective buyers must disclose these conditions of transfer:

- 1) Owner must provide Contractor an Olshan Request for Warranty Transfer signed by both the New Owner and Prior Owner **prior to the sale/purchase** of the Property.
- 2) At Contractor's discretion, Contractor must be permitted access to the property to assess the repairs covered by this Warranty to determine if any intervening situations (see Warranty Terms and Provisions) have occurred that must be corrected prior to transfer or that may have voided the warranty.
- 3) Contractor must be paid a \$200 transfer fee
- 4) The terms, conditions and provisions of the contract and warranty must be provided to new Owner

Upon satisfaction of the foregoing conditions and contractor's approval of the repair of any intervening situations identified by the assessment, a written Confirmation of Transfer will be provided to the New Owner by contractor.

**Failure to comply with all of these requirements within 90 days of the sale/purchase will result in the warranty being voided.**

The **New Owner must provide the following** items and is acknowledging receipt of these items by signing below:

- 1) A copy of the original contract for the work performed with Terms and Conditions
- 2) A copy of the scope of Work showing the areas repaired
- 3) A copy of the Warranty certificate with Terms and Provisions

Contractor and Owner agree that any dispute or lawsuit arising out of this Agreement and Warranties shall be resolved by mandatory and binding arbitration pursuant to the arbitration laws in accordance with this agreement and the rules of the American Arbitration Association (AAA). Parties may arbitrate with an agreed upon arbitrator. If unable to agree, binding arbitration shall be administered by AAA. All costs shall be divided equally among the parties

Tyler, Tx  
903.592.2750

Texarkana, Tx  
903.791.1933

Signature of former Property Owner \_\_\_\_\_ Date \_\_\_\_\_

Signature of New Property Owner \_\_\_\_\_ Date \_\_\_\_\_

Shreveport, La  
318.635.4800