



SELLER'S DISCLOSURE NOTICE

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Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. **This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.**

CONCERNING THE PROPERTY AT **2421 Barton Creek Boulevard, The Colony, Texas 75056**

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 BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller ☒ Is ☐ Is not occupying the property. If unoccupied (by Seller), how long since Seller has occupied The Property? ☐ _____ (approximate date) ☐ Never occupied the Property.

Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.

Item	Y	N	U
Cable TV Wiring	✓		
Carbon Monoxide Det.	✓		
Ceiling Fans	✓		
Cooktop	✓		
Dishwasher	✓		
Disposal	✓		
Emergency Escape Ladder(s)		✓	
Exhaust Fans	✓		
Fences	✓		
Fire Detection Equip.	✓		
French Drain	✓		
Gas Fixtures	✓		
Liquid Propane Gas:	✓		
-LP Community (Captive)			✓
-LP on Property	✓		

Item	Y	N	U
Natural Gas Lines	✓		
Fuel Gas Piping:			✓
-Black Iron Pipe	✓		
-Copper			✓
-Corrugated Stainless Steel Tubing			✓
Hot Tub	✓		
Intercom System		✓	
Microwave	✓		
Outdoor Grill		✓	
Patio/Decking	✓		
Plumbing System	✓		
Pool	✓		
Pool Equipment	✓		
Pool Maint. Accessories	✓		
Pool Heater	✓		

Item	Y	N	U
Pump: ☐ sump ☐ grinder		✓	
Rain Gutters	✓		
Range/Stove	✓		
Roof/Attic Vents	✓		
Sauna		✓	
Smoke Detector	✓		
Smoke Detector – Hearing Impaired			✓
Spa	✓		
Trash Compactor		✓	
TV Antenna		✓	
Washer/Dryer Hookup	✓		
Window Screens	✓		
Public Sewer System	✓		

Item	Y	N	U	Additional Information
Central A/C	✓			☒ electric ☐ gas number of units: 1
Evaporative Coolers		✓		number of units:
Wall/Window AC Units		✓		number of units:
Attic Fan(s)		✓		if yes, describe:
Central Heat	✓			☒ electric ☐ gas number of units: 1
Other Heat		✓		if yes describe:
Oven	✓			number of ovens: 2 ☒ electric ☐ gas ☐ other:
Fireplace & Chimney	✓			☐ wood ☐ gas logs ☒ mock ☐ other:
Carport		✓		☐ attached ☐ not attached
Garage	✓			☒ attached ☐ not attached
Garage Door Openers	✓			number of units: 2 number of remotes: 1
Satellite Dish & Controls		✓		☐ owned ☐ leased from
Security System	✓			☒ owned ☐ leased from



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Solar Panels		☒	☐ owned ☐ leased from
Water Heater	☒		☐ electric ☒ gas ☐ other: number of units: 2
Water Softener		☒	☐ owned ☐ leased from
Other Leased Item(s)		☒	if yes, describe:
Underground Lawn Sprinkler	☒		☒ automatic ☐ manual areas covered: front yard and back yard
Septic / On-Site Sewer Facility		☒	if yes, attach Information About On-Site Sewer Facility (TXR-1407)

Water supply provided by: ☒ City ☐ Well ☐ MUD ☐ Co-op ☐ Unknown ☐ Other: _____

Was the Property built before 1978? ☐ yes ☒ no ☐ unknown

(If yes, complete, sign, and attach TXR-1906 concerning lead-based paint hazards).

Roof Type: shingle Age: 2017 (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)? ☐ Yes ☒ No ☐ Unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? ☐ yes ☒ no If yes, describe (attach additional sheets if necessary):

Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Item	Y	N	Item	Y	N	Item	Y	N
Basement		☒	Floors		☒	Sidewalks		☒
Ceilings		☒	Foundation / Slab(s)		☒	Walls / Fences		☒
Doors		☒	Interior Walls		☒	Windows		☒
Driveways		☒	Lighting Fixtures		☒	Other Structural Components		☒
Electrical Systems		☒	Plumbing Systems		☒			
Exterior Walls		☒	Roof		☒			

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary):

Section 3. Are you (Seller) aware of any of the following conditions? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Condition	Y	N	Condition	Y	N
Aluminum Wiring		☒	Radon Gas		☒
Asbestos Components		☒	Settling		☒
Diseased Trees: oak wilt		☒	Soil Movement		☒
Endangered Species/Habitat on Property		☒	Subsurface Structure or Pits		☒
Fault Lines		☒	Underground Storage Tanks		☒
Hazardous or Toxic Waste		☒	Unplatted Easements		☒
Improper Drainage		☒	Unrecorded Easements		☒
Intermittent or Weather Springs		☒	Urea-formaldehyde Insulation		☒
Landfill		☒	Water Damage Not Due to a Flood Event		☒
Lead-Based Paint or Lead-Based Pt. Hazards		☒	Wetlands on Property		☒



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Encroachments onto the Property		✓
Improvements encroaching on others' property		✓
Located in Historic District		✓
Historic Property Designation		✓
Previous Foundation Repairs		✓
Previous Roof Repairs		✓
Previous Other Structural Repairs		✓
Previous Use of Premises for Manufacture of Methamphetamine		✓

Wood Rot		✓
Active infestation of termites or other wood destroying insects (WDI)		✓
Previous treatment for termites or WDI		✓
Previous termite or WDI damage repaired		✓
Previous Fires		✓
Termite or WDI damage needing repair		✓
Single Blockable Main Drain in Pool/Hot Tub/Spa*		✓

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary):

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

Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice? ☒ yes ☐ no If yes, explain (attach additional sheets if necessary):

Master Spa is not working in master bathroom.

Section 5. Are you (Seller) aware of any of the following conditions?* (Mark Yes (Y) if you are aware and check wholly or partly as applicable. Mark No (N) if you are not aware.)

Y N

- ☐ ☒ Present flood insurance coverage.
- ☐ ☒ Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir.
- ☐ ☒ Previous flooding due to a natural flood event.
- ☐ ☒ Previous water penetration into a structure on the Property due to a natural flood.
- ☐ ☒ Located ☐ wholly ☐ partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR).
- ☐ ☒ Located ☐ wholly ☐ partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)).
- ☐ ☒ Located ☐ wholly ☐ partly in a floodway.
- ☐ ☒ Located ☐ wholly ☐ partly in a flood pool.
- ☐ ☒ Located ☐ wholly ☐ partly in a reservoir.

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



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For purposes of this notice:

"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.

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Y	N
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- 

Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:

☒ ☐ Any optional user fees for common facilities charged? ☐ yes ☒ no If yes, describe

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

☐ ☒ Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)

☐ ☒ Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.

☐ ☒ Any condition on the Property which materially affects the health or safety of an individual.

Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.

☐ ☒ If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).

☐ ☒ 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.

☐ ☒ The Property is located in a propane gas system service area owned by a propane distribution system retailer.

☐ ☒ Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

If the answer to any of the items in Section 8 is yes, explain (attach additional sheets if necessary):

(Q2) Yes, we have an annual HOA fee of approximately \$1385.

(Q3) We have a Pool, playground, and Covered Party Area that includes a BBQ grill and seating.

Section 9. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? ☒ yes ☐ no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages
07-03-2025	Engineer Evaluation	Sandeep Nallagula	8
07-08-2025	Foundation Evaluation	Greg Scherman	4
07-17-2025	Engineer Evalution	Cody D Cranell	3

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property.



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A buyer should obtain inspections from inspectors chosen by the buyer.

Section 10. Check any tax exemption(s) which you (Seller) currently claim for the Property:

- | | | |
|---|---|---|
| ☒ Homestead | ☐ Senior Citizen | ☐ Disabled |
| ☐ Wildlife Management | ☐ Agricultural | ☐ Disabled Veteran |
| ☐ Other: _____ | | ☐ Unknown |

Section 11. Have you (Seller) ever filed a claim for damage, other than flood damage, to the Property with any insurance provider? ☐ yes ☒ no

Section 12. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? ☐ yes ☒ no If yes, explain:

Section 13. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code?* ☐ unknown ☐ no ☒ yes. If no or unknown, explain. (Attach additional sheets if necessary):

**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. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

imran issa 2025-07-18
Signature of Seller Date

saima hussain 2025-07-18
Signature of Seller Date

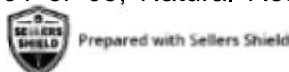
Printed Name: imran issa

Printed Name: saima hussain

ADDITIONAL NOTICES TO BUYER:

(1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit <https://publicsite.dps.texas.gov>. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.

(2) 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 may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.

- (3) If the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties* (TXR 2518) and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.
- (4) 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.
- (5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (6) The following providers currently provide service to the Property:

Electric: **Constellation**

Sewer: **The Colony City by the lake**

Water: **The Colony City by the lake**

Cable: **n/a**

Trash: **The Colony City by the lake**

Natural Gas: **Atmos**

Phone Company: **n/a**

Propane: **n/a**

Internet: **At&t**

Phone #: (888) 900-7052

Phone #: (972) 625-2741

Phone #: (972) 625-2741

Phone #: _____

Phone #: (972) 625-2741

Phone #: (888) 286-6700

Phone #: _____

Phone #: _____

Phone #: (800) 288-2020

This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

The undersigned Buyer acknowledges receipt of the foregoing notice.

Signature of Buyer _____ Date _____

Printed Name: _____

Signature of Buyer _____ Date _____

Printed Name: _____





Rokit Solutions LLC

TBPE F – 18915

July 3, 2025

Jason George
Sent via email

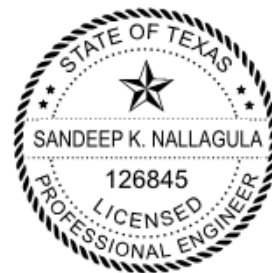
**Subject: Foundation Inspection
2421 Barton Creek Blvd,
The Colony, TX 75056**

Per your request, our firm has performed a foundation inspection at the above referenced address. This is a level "B" report as per the American Society of Civil Engineers (ASCE). This report is in compliance with the 2021 International Residential Code.

The purpose of this report is to document the findings based on the inspection that was done on **07/03/2025**. The structural deficiencies, recommendations for repair and maintenance recommendations are noted.

A total of 19 EA concrete pressed piers including 11 concrete breakout piers are recommended for repair. All piers shall be pressed to refusal. See attached drawings for foundation survey elevations and repair details.

I further certify that the findings and conclusions contained in this report have been, to the best of my knowledge, correctly and completely stated with no bias, and is based upon my observations and experience. No responsibility is assumed for the events that occur after the final inspection and submission of this report and no warranty is either expressed or implied.



Respectfully,

Sandeep Nallagula, P.E.

07/03/2025



Agreements and Limitations

This review is a level “B” Report as per the American Society of Civil Engineers and could be limited to an assessment of the elevation survey conducted by the client. The report is in compliance with the 2021 International Residential Code.

The purpose of this visual investigation is to determine the physical characteristics of the foundation and to note conditions that could affect the behavior and performance of the foundation. The scope of this investigation is limited solely to observations made of conditions of the exterior and interior of the structure which are readily visible. It is assumed that accepted construction specifications have been followed during the construction of the structure, including the proper design of the foundation. It is beyond the scope of this investigation to inspect concealed framing or the foundation structure below grade. The contractor is responsible for identifying the location of the interior grade beams prior to the installation of interior piers.

The comments made in this report are based on the observation of apparent performance of the structure and the experience and knowledge of the firm. Compliance to any specifications, legal or other code requirements is excluded from this report. The conclusions reached in the report are based on the conditions observed at the time of the investigation and no guarantee or warranty as to future life, performance, or need for repair of any item inspected is intended or implied.

Because of slab movements associated with expansive soils in Texas, some interior cracks may appear on walls and ceilings in the future. Some cracks in the walls and ceilings are normal for a structure in this area and with this type of foundation. Periodic repair of this type of cracking should be considered a normal item and not a structural failure.

It is possible that soil movement, site drainage, plumbing leaks, or other items may cause foundation movements, thus affecting the performance of the foundation. Rokit Solutions LLC shall not be liable nor held accountable for the future performance of the foundation. Maximum limit of liability under any circumstances is the fee paid for this report.

All comments or evaluations concerning the condition of the foundation are professional opinions based solely on a visual inspection of the foundation. No warranty, expressed or implied, is made regarding the future performance of this foundation.



Foundation Maintenance

It is recommended that the soil around the foundation be watered regularly. Foundation movements associated with expansive clay soils are usually caused by moisture changes in the soil which result in foundation movements or deflections. When the moisture content around the perimeter of the foundation is maintained uniformly, foundation failure and movements are reduced.

Proper drainage must be maintained around the entire perimeter of the foundation. It is important that water is not allowed to stand around the foundation. Positive drainage should be provided around the foundation perimeter in a manner that water runs away from the foundation. A gutter and downspout system should discharge at least 18 inches to 24 inches away from the foundation perimeter.

Keep ground cover around the perimeter of the foundation. It is suggested that shrubs be planted at least 2 feet away from the foundation.

Water should be allowed to soak into the soil around the foundation. A soaker hose may be placed about 18 inches to 24 inches away from the foundation. Do not flood the foundation with water and this can be accomplished by reducing the water pressure on the soaker hose and not running the hose for long periods of time.

Recommendations

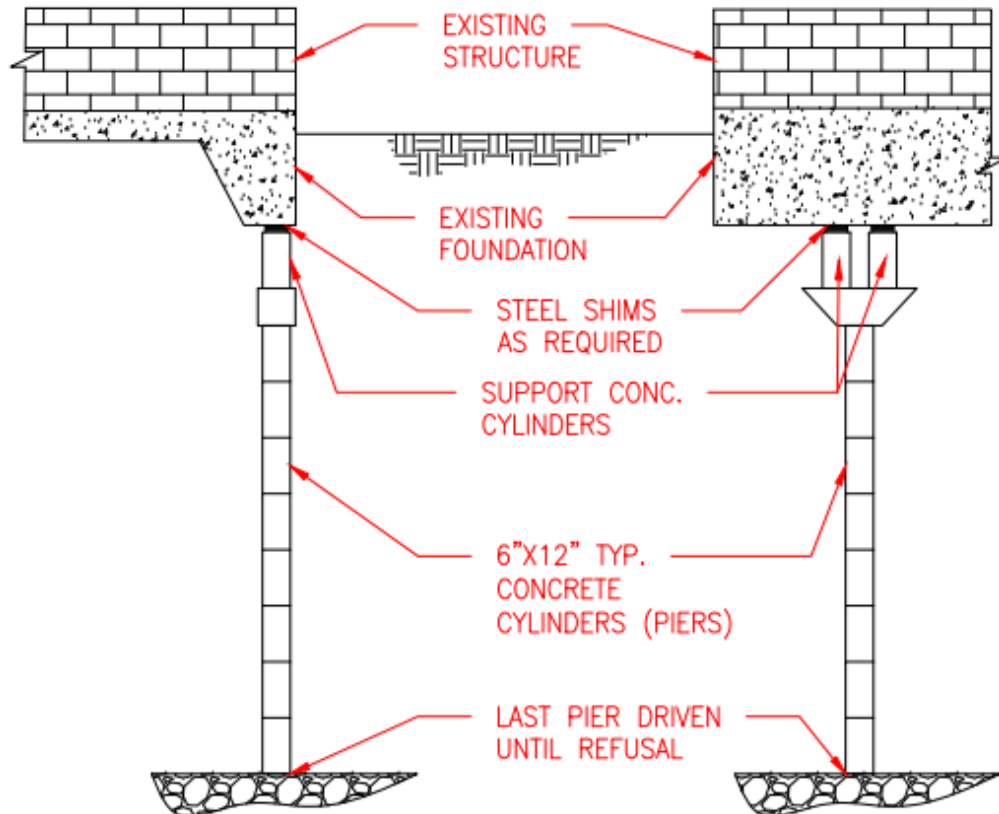
A total of 19 EA concrete pressed piers including 11 concrete breakout piers are recommended for repair. All piers shall be pressed to refusal.

Cosmetic repairs may be needed after the foundation corrections to make the home presentable. Follow maintenance recommendations that are noted above. Rokit Solutions can perform a post lift/final inspection for an additional fee.



Rokit Solutions LLC

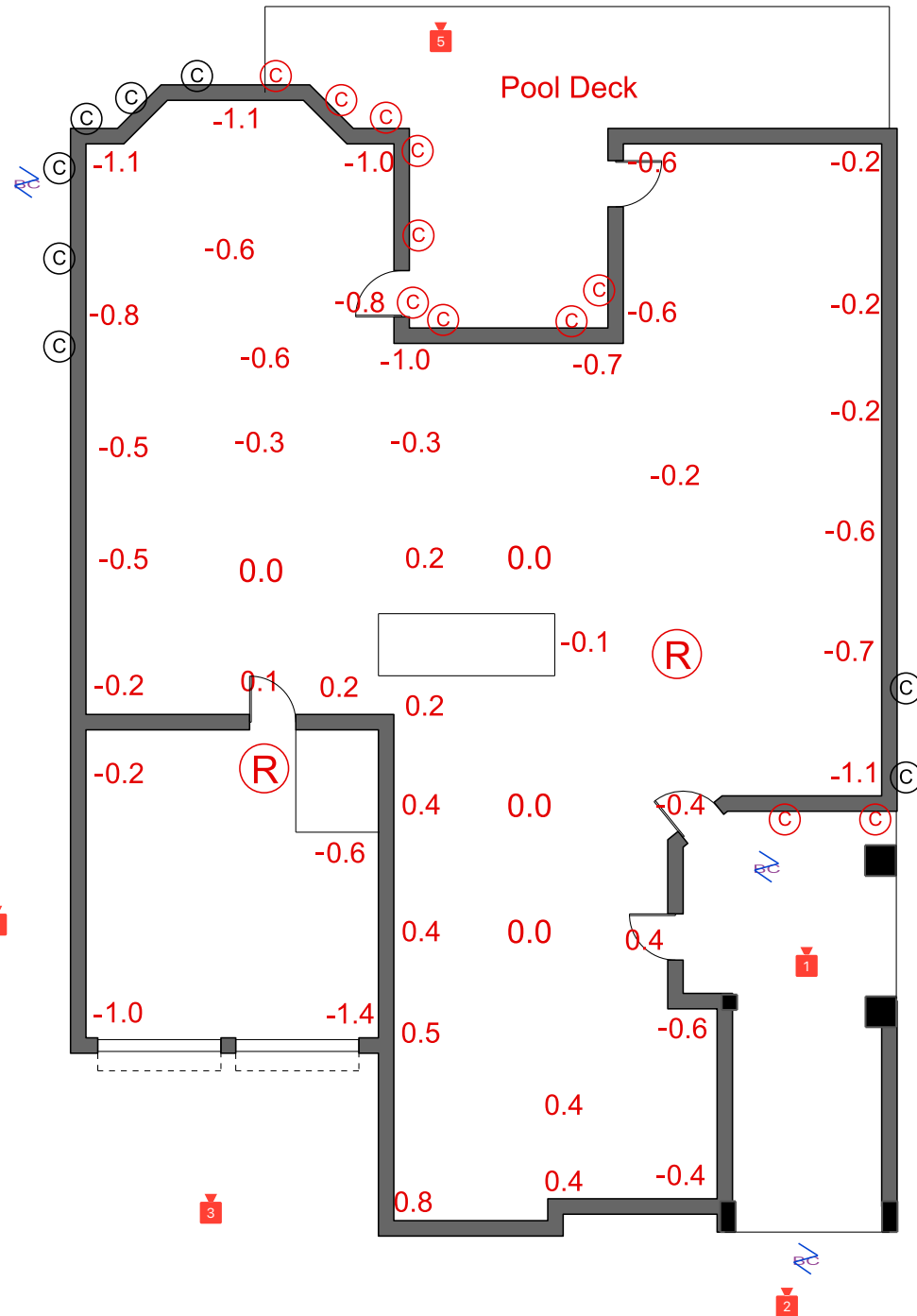
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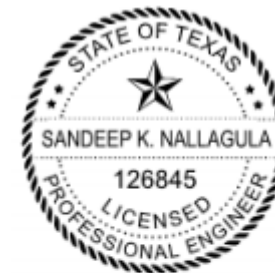
07/03/2025

Sandeep

2421 Barton Creek Blvd The Colony, TX 75056



Legend			
+/- 0.0	Initial Elevations (inches)	(S)	Steel Pier (Soil)
+/- 0.0	Final Elevations (inches)	(S)	Steel Pier (Breakout)
BC	Brick Crack	(P)	Existing Pier
DS	Door Separation	(P)	Pier (Breakout)
Ext 6	Expansion Joint Separation	(D)	Drilled Pier (Soil)
F	Fascia Separation	(D)	Drilled Pier (Breakout)
FB	Frieze Board Separation	(DW)	Double Wall Steel Pressed Pier (Soil)
WS	Window Separation	(DW)	Double Wall Steel Pressed Pier (Breakout)
---	Trench Drain	(C)	Concrete Pier (Soil)
---	Sill Plate	(C)	Concrete Pier (Breakout)
---	Drain Pipe 4"	(R)	Reference Point
---	Joist		
---	Wood Beam		
CB	Catch Basin 12"		
PB	Pad & Block		



07/03/2025

Sandeep



1-1



1-2



2-1



2-2



3



4-1



4-2



5-1



5-2



6

7/10/2025

Meritage Homes
8840 Cypress Waters Boulevard, Suite 100
Dallas, TX 75019
Attn: Randy Smith

Re: 2421 Barton Creek, The Colony

Dear Mr. Smith and all Interested Parties,

Per your request, we inspected the referenced property 7/8/2025 and performed a foundation relative elevation study using a Technidia Pro-Level 2000. Elevations were recorded to the nearest 0.1 inch. Adjustments were made to accommodate changes in floor coverings and other built-in variances. Typical criteria for the allowed movement of slab on grade foundations is up to a 1.0% uniform tilt from one end of the structure to the other end and/or a vertical deflection not to exceed $L/360$, where L is defined as the unsupported length across the slab cross-section for which the overall deflection is calculated. Relative elevation measurements ranged from -1.3 to +0.9" for a maximum of 2.2" between the lowest and highest spots on the foundation. Currently the foundation relative elevations fall within acceptable performance standards. Minor cosmetic distress was observed on the exterior and interior of the home. This cosmetic distress appears to be a function of normal seasonal moisture variations common with expansive soil conditions in this area.

Special care should be given to implement a controlled foundation maintenance and watering program to maintain soil moisture balance, as slab on grade foundations are designed to flex during wet and dry soil cycles. This will help to minimize seasonal movement in the foundation. Particular attention should be given to areas with vegetation, trees, and shrubbery as they require more moisture than areas without these present. Areas that are less shaded will also require more watering.

It is our opinion that the amount and degree of movement in this home is within normal standards for differential movement and the foundation is performing as designed. Remedial measures are not required at this time. It is important to monitor the foundation and call the builder if any new excessive movement is observed.

If I can be of further assistance, please call me at 469.222.8587

Sincerely,

Greg Scherman
DFW New Home Warranty Services
214.637.1444 - Office
214-637.0440 – Fax
Greg.scherman@permapier.com

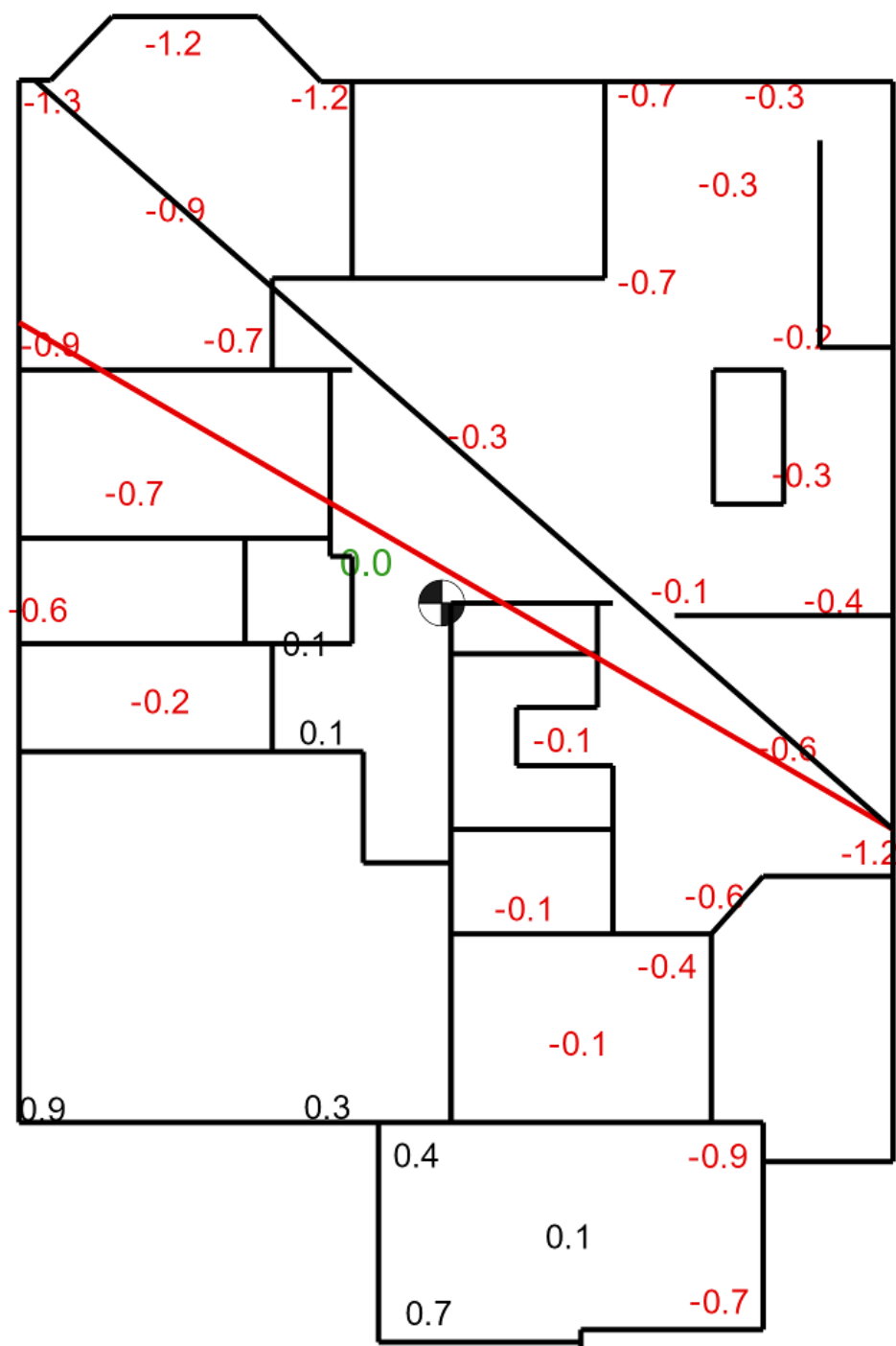


1121 Fountain Parkway
Grand Prairie, TX 75019
(844) 919-7277
www.PermaPier.com

Property Info:
Year Built: 0000
Foundation Type: Post-Tensioned Slab

Stories: 2
Siding/ Vaneer: Masonry
Evaluation Date: 07-08-2025

Inspection Notes:



2421 Barton Creek

The Colony

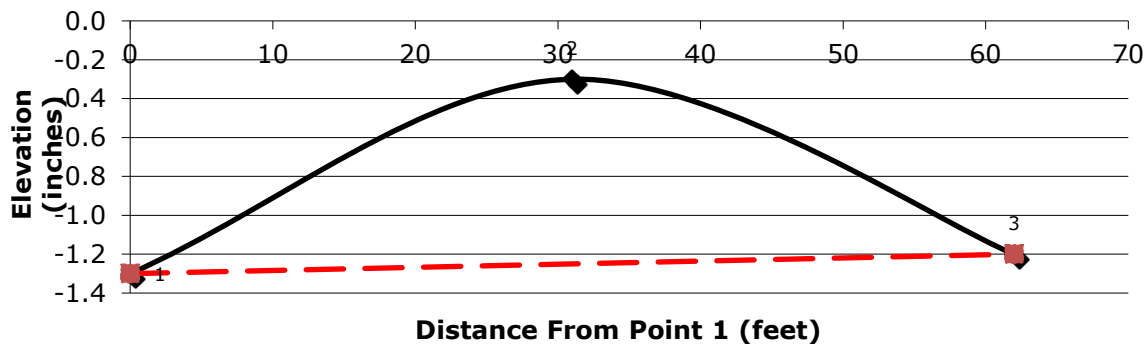
Instructions to Compute Deflection and Tilt

- a) Input distances along profile into blue "L" cells from one edge of slab to the other.
(Spacing may be unequal, first L must be zero, each successive L greater than the previous)
- b) Input elevations measured at each "L" into blue "Y" cells
(Start with Point 1; For less than 13 data sets, extra L and Y cells **must** be "empty", not zero)

EFFECTIVE LENGTH (FT) = 20

POINT	1	2	3	4	5	6	7	8	9	10	11	12	13
L (ft)	0	31	62										
Y (in)	-1.3	-0.3	-1.2										

PROFILE INPUT PLOT



0.6

	ACTUAL	RESULT	PT. 1	PT. 2	PT. 3
Deflection 1 =	L / 783	46% OF L/360 LIMIT	1	2	3
Deflection 2 =	L / #####	0% OF L/360 LIMIT	1	2	4
Deflection 3 =	L / #####	0% OF L/360 LIMIT	1	2	4
Tilt =	0.01 %	1% OF 1% LIMIT			

"Deflection 1" is the maximum deflection computed in this profile.

User input is in the blue cells only and echoed in the Profile Input Plot. Output is in the yellow cells.

Deflection between points 1 and 3: $\text{Deflection} = Y_2 - [Y_1 + (L_{12}/L)(Y_3 - Y_1)]$
 Points 1 & 3 are end points of any intermediate span chosen by spreadsheet;
 Point 2 is any point chosen by spreadsheet that falls in between 1 & 3,
 Deflection is calculated when the distance between Points 1 and 3 is $\geq$ to 20 feet.

Edge-to-edge Tilt: $\text{Tilt} = (100\%) |Y_B - Y_A| / L_{AB}$

2421 Barton Creek

The Colony

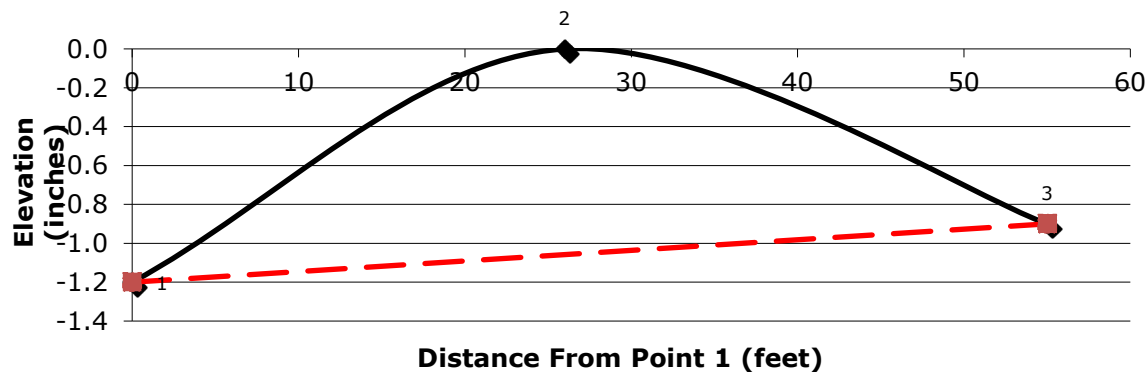
Instructions to Compute Deflection and Tilt

- a) Input distances along profile into blue "L" cells from one edge of slab to the other.
(Spacing may be unequal, first L must be zero, each successive L greater than the previous)
- b) Input elevations measured at each "L" into blue "Y" cells
(Start with Point 1; For less than 13 data sets, extra L and Y cells **must** be "empty", not zero)

EFFECTIVE LENGTH (FT) = 20

POINT	1	2	3	4	5	6	7	8	9	10	11	12	13
L (ft)	0	26	55										
Y (in)	-1.2	0.0	-0.9										

PROFILE INPUT PLOT



0.6

	ACTUAL	RESULT	PT. 1	PT. 2	PT. 3
Deflection 1 =	L / 624	58% OF L/360 LIMIT	1	2	3
Deflection 2 =	L / #####	0% OF L/360 LIMIT	1	2	4
Deflection 3 =	L / #####	0% OF L/360 LIMIT	1	2	4
Tilt =	0.05 %	5% OF 1% LIMIT			

"Deflection 1" is the maximum deflection computed in this profile.

User input is in the blue cells only and echoed in the Profile Input Plot. Output is in the yellow cells.

Deflection between points 1 and 3: $\text{Deflection} = Y_2 - [Y_1 + (L_{12}/L)(Y_3 - Y_1)]$
 Points 1 & 3 are end points of any intermediate span chosen by spreadsheet;
 Point 2 is any point chosen by spreadsheet that falls in between 1 & 3,
 Deflection is calculated when the distance between Points 1 and 3 is $\geq$ to 20 feet.

Edge-to-edge Tilt: $\text{Tilt} = (100\%) |Y_B - Y_A| / L_{AB}$



PROPERTY ADDRESS

2421 Barton Creek Blvd

The Colony

TX

75056

Presented By

Jason Spector

Authorized Align Representative

Inspection Date

July 18, 2025

417 GAUTNEY ST. | GARLAND, TX 75040

PHONE - (214) 710 - 2555 | FAX - (214) 960 - 2808 | INFO@ALIGNFOUNDATION.COM

WWW.ALIGNFOUNDATIONREPAIR.COM



Proposal Date

July 18, 2025

CUSTOMER INFORMATION

Customer Name

Jeremy Wages

Phone

Phone

Co-Applicant/Company/Rep

Email Address

Address

PROPERTY ADDRESS: 2421 Barton Creek Blvd

City

The Colony

State

TX

Zip Code

75056

(the "Property")

PROPOSAL

Underpinning:

Quantity: 5 Pier Type: Hydraulically Driven Concrete Pilings Pier Warranty: Lifetime Transferable

Quantity: N/A Pier Type: N/A Pier Warranty: N/A

Other Work/Instruction:

- Engineering Report provided by customer. Work to be done in accordance
- Patch concrete where holes are opened for pier installation
- Post lift plumbing test
- Customer to hire the engineer for the final report
- Piers for stabilization only, as per engineer, no leveling

Sub-Structure (pier & beam only)

Substructure Leveling: _____ area (ft²)

Drainage Solutions:

PAYMENT TERMS

Sub Total (\$)

(\$)

\$1,800.00

Plpt

(\$)

\$250.00

Grand Total(\$)

\$2,050.00

Grand Total(\$)
With
Cash or Check Discount

\$1,988.00

Payment Notes

TERMS AND CONDITIONS (IMPORTANT - READ BEFORE SIGNING)

This Proposal between Align Foundation Repair, LLC, a Texas limited liability company ("Align"), and the customer(s) whose signature(s) is/are found at the end of this Proposal (the "Customer"), for work to be performed at the Property, is subject to the following terms and conditions hereof:

- Work to be Performed.** Customer hereby agrees to retain Align to perform the work described in this Proposal and **Exhibit "A"** attached hereto and made a part hereof (the "Work") in accordance with the terms and conditions set forth herein. Align shall furnish and install all materials and labor necessary to complete the Work. All workmanship is guaranteed in accordance with the terms of this Proposal and the Warranty Certificate attached hereto as **Exhibit "B"**. Any alterations or deviations from this Proposal shall be agreed upon by written orders and may result in additional charges over and above the amounts set forth in this Proposal, or reduction to the scope of any warranty provided herein.
- Terms of Payment.** In consideration of Align performing the Work, the Customer agrees to make payments to Align in accordance with the Payment Terms set forth above. Payments are due ten (10) days after actual or constructive receipt by Customer of an invoice from Align. Customer agrees to pay a finance charge in the amount of one and a half percent (1.5%) per month for any and all past due amounts. Such interest shall not exceed the maximum interest allowed by applicable law. In the event the Work is performed in conjunction with the sale of the Property, or the parties agree that payment will be made upon the closing of the sale of the Property, full and complete payment shall be made at the closing. If the closing does not occur within 30 days of the completion of the Work, Customer shall pay all outstanding invoices to Align. In the event the closing does not take place within 30 days of the completion of the Work and Customer fails to pay any outstanding balance owed to Align, Customer will be considered in default of the payment terms set forth herein and the finance charges shall begin to accrue.

3. Limitations on Proposal.

- a. Engineer Report. Customer acknowledges that a detailed engineering report of the Property may be prepared and provided by a qualified and certified engineer (the "Engineering Report"). In the event that an Engineering Report is prepared, Customer acknowledges that Align may be required to alter or modify the terms of this Proposal, including but not limited to the payment terms and the type and manner of Work to be performed, in accordance with the Engineering Report. In the event that this Proposal is to be modified due to the Engineering Report, Align and Customer shall execute a written order or initial any changes to this Proposal. In the event an Engineering Report is obtained, Align does not represent or warrant the contents of the Engineering Report nor does Align adopt the opinions or recommendations within the Engineering Report. All findings, recommendations, opinions and proposal contained within the Engineering Report will be made and presented by the engineer providing the Engineering Report.
- b. Additional Charges. The following items, among others, may cause an increase in the total payment due to Align:
 - i. Concealed or undisclosed conditions on the Property (the "Job Site");
 - ii. City code requirements;
 - iii. Engineers' fees;
 - iv. Fees related to obtaining all necessary permits;
 - v. The need to remove any dirt or other materials from the Job Site;
 - vi. The need to return to the Property for the purpose of refilling pier holes after the completion of all Work (pier holes are filled prior to completion of all Work, but may settle due to natural causes, making it necessary to refill them; and
 - vii. Additional instruction or change orders from the Customer.

Any alterations or deviations from stated specifications that would result in extra costs must be in writing in the form of written order signed by authorized representatives of the parties, and shall be subject to extra charges over and above the original proposal.

4. Force Majeure. If performance by either party of any provision of this Proposal is delayed or prevented by any Act of God, strike, lockout, shortage of materials or labor, restriction by any governmental authority, civil riot, flood, or any other cause not within the control of the party obligated to perform, the period for performance of the term, condition or covenant will be extended for period equal to the period the party is delayed or prevented.
5. Warranty Certificate. Upon completion of and **FULL PAYMENT** for the Work, Align shall issue to Customer a Warranty Certificate, which describes the terms, conditions, and limitations of the warranty. THIS PROPOSAL DOES NOT CONSTITUTE A WARRANTY. NO WARRANTY, WHETHER EXPRESSED OR IMPLIED, SHALL EXIST OTHER THAN AS SET FORTH IN THE WARRANTY CERTIFICATE. ALL OTHER WARRANTIES ARE NULL AND VOID IF PAYMENT IS NOT MADE PURSUANT TO THE TERMS AND CONDITIONS OF THIS PROPOSAL.
6. Warranty Disputes. In the event of a dispute between Align and Customer concerning the Work warranted by Align, Customer agrees to obtain the opinion of a neutral, qualified, third-party engineer (the "Expert"), at Customer's sole expense, prior to instituting any claim, cause of action, or proceeding against Align. The Expert shall provide his or her written opinion to both Customer and Align. In the event that the Expert determines that Align is solely at fault for the disputed issue, Align shall reimburse Customer for the cost of retaining the Expert and make the necessary repairs and/or payments required herein. If any dispute remains unresolved, the parties shall attend mediation within 60 days of the date of the report provided by the Expert. The parties will mutually agree to a mediator. If the Customer fails to submit the dispute to a mediator within 60 days after the report dated by the Expert, the Customer is deemed to have waived the dispute and Align is released and discharged from any and all liability to Customer on account of the dispute. If the parties attend mediation, but a resolution is not achieved, either party may commence litigation in accordance with Sections 13 and 14 herein. A prevailing party at litigation shall be entitled to all attorneys' fees and court costs related to such legal action.
7. Mechanic's Lien. The Customer and the Customer's contractor, if applicable, are responsible for meeting the terms and conditions of this Proposal. In the event that Customer breaches one or more terms of this proposal, Align reserves the right to pursue any legal remedies available to it, including but not limited to the filing and perfecting of a mechanic's lien against the property. If Customer fails to meet the terms and conditions of this Proposal, Align may enforce any and all rights available to it pursuant to the laws of the state of Texas.
8. Additional Paperwork. In the event that Align is required to produce additional paperwork after the completion of the Project, Customer shall pay to Align an administrative fee of no less than Forty Dollars (\$40).
9. Final Agreement. This Proposal represents the final agreement and understanding between the parties. All prior oral or written agreements, representations, warranties, promises or discussions not memorialized in this Proposal shall be void and of no force or effect.
10. Expiration of Proposal. This Proposal expires and shall be considered revoked if not accepted within thirty (30) days after the Proposal Date listed on the first page of this Proposal.
11. Assignment. Neither party may assign or transfer this Proposal without the prior written consent of the other party, which consent shall not be unreasonably withheld.
12. Void Fill. In the event this Proposal, or any other proposal submitted by Align, includes void fill within the scope of work, please note the following: Void fill is the method of filling the void between the slab and the underlying soil. The purpose is to (1) prevent assist in the prevention of free flowing water under the house; (2) develop consistent and efficient support for the slab; and (3) assist in stabilizing the environment under the slab. The purpose is not to prevent future movement of the foundation or to lift the foundation. Accordingly, Align does not warrant, guarantee or provide any other assurances as to any void fill efforts on the Property. Prior to any void fill procedure, Customer must provide a recent (within three months) post lift leak test performed by a licensed plumber confirming there are no active or recent leaks on the property.
13. Governing Law. This Proposal shall be construed and enforced in accordance with the laws of the State of Texas in all respects, including matters of construction, interpretation, validity and enforcement. The parties agree that the exclusive venue for any litigation or other action to enforce this agreement or seek relief hereunder is Dallas County, Texas

CUSTOMER'S INITIALS

PROPERTY ADDRESS: 2421 Barton Creek Blvd The Colony TX 75056 (the "Property")

14. Waiver of Jury Trial. CUSTOMER WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS PROPOSAL OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES IN RESPECT OF THIS PROPOSAL OR RELATED TRANSACTIONS IN EACH CASE WHETHER NOW EXISTING OR LATER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. CUSTOMER AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION WILL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ALIGN MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS PROPOSAL WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE CUSTOMER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.
15. Counterparts. This Proposal may be executed in multiple counterpart copies, each of which will be deemed an original document, but all of which will constitute a single document. Any counterpart transmitted by facsimile or electronic mail shall have the same force and effect as an original.

General Maintenance Procedures for Foundations on Expansive Clay Soil:

Customer hereby acknowledges that it is solely the Customer's responsibility to maintain the foundation in accordance with reasonable standards of care. Foundation maintenance in general consists of one major concept: the moisture level in the soil around the foundation should be consistent and uniform as possible at all times. Foundation problems caused by expansive clay soils typically develop when the amount of water in the soil changes non-uniformly under the foundation structure. If this occurs in an uneven manner, the foundation may become damaged. Set forth below are steps to follow in order to help protect and maintain your foundation:

1. Install proper ground coverage around the foundation. Such ground coverage will help to prevent excessive moisture from seeping into the soil and harming the foundation structure. Additionally, proper ground coverage will help maintain more uniform moisture levels in the soil beneath the foundation structure.
2. During dry periods, water the soil around the foundation enough to keep the nearby grass green and to prevent the soil from cracking. Note that more watering is needed in areas with more abundant shrubbery, plants, or trees. Additionally, since the south and west sides of a given property are typically more exposed to the sun, these areas may need more watering in order to offset rapid evaporation. When watering, never water too close to the foundation; instead, water from between twelve (12) and Eighteen (18) inches away from the foundation. Never pour water directly into cracks in the ground, as this can lead to water reaching normally undisturbed soil and cause the soil to heave upwards or consolidate and lose volume.
3. Never allow water to pool (collect) around the foundation. If water is allowed to stand for too long, it will seep under the foundation and cause problems. Additionally, never place sand, sandy loam, or rocks around the foundation as fill. These materials are porous and allow water to pass quickly through them, creating pooling or drainage issues.
4. Have your plumbing system inspected by a licensed plumber at least once every twenty-four (24) months, or immediately if your water bill increases by more than twenty percent (20%) in any month. Plumbing leaks can damage the health and condition of the foundation, and proper plumbing inspections will reduce the likelihood of foundation issues caused by prolonged plumbing leaks. Sewer (sanitary) leaks are typically not measured in a water bill. If a leak is purported, but no noticeable change to the water bill is noted; this may be a sewer leak. Contact a licensed plumber immediately to test.

This is not intended to be an exhaustive list or expert opinion by Align. The aforementioned steps are designed to help assist with foundation maintenance, but compliance with these steps will not necessarily ensure proper maintenance. If an issue arises, or the Customer has questions regarding maintenance of the Property, Customer should consult with a qualified and licensed expert on the topic at issue.

By signing this Proposal, you, the Customer, agree to and accept the above terms. By signing this Proposal, you acknowledge that you have read all the notices, terms, and conditions of this Proposal, including those listed in the following pages of the Proposal. **ALIGN SHALL NOT BE HELD LIABLE OR RESPONSIBLE FOR ANY RESIDUAL OR COLLATERAL DAMAGES RESULTING FROM THE EFFORTS TO REPAIR THE PROPERTY, AS SUCH DAMAGES ARE BEYOND THE CONTROL OF ALIGN. RESIDUAL OR COLLATERAL DAMAGE INCLUDES, BUT IS NOT LIMITED TO DAMAGE TO PLUMBING, SHEETROCK, FLOORING, WINDOWS, ROOF, CEILINGS, RAFTERS, TRUSSES, BRICK, DOORS, SPRINKLERS, SPRINKLER WIRES, LAWNS, LANDSCAPING, AND SHRUBBERY. CUSTOMER AGREES TO RETAIN THE SERVICES OF A LICENSED PLUMBER TO INSPECT THE PROPERTY FOR LEAKS WITHIN TWO WEEKS AFTER THE COMPLETION OF THE FOUNDATION REPAIR BY ALIGN. THE PLUMBING INSPECTION MUST TEST THE DOMESTIC AND SANITARY SYSTEMS OF THE PROPERTY AND MUST CORRECT ANY DEFICIENCIES IN THE PLUMBING SYSTEM OF THE PROPERTY.** By executing this Proposal, you are authorizing Align to perform under this Proposal. Payments shall be made as outlined in this Proposal unless modified by subsequent Written Orders.

This proposal is respectfully submitted by the following authorized representative of Align:

Jason Spector	7/18/2025
Printed Name (Align Rep)	Date

Signature of Authorized Representative

Customer Signature

Jeremy Wages	
Printed Name (Customer)	Date

Customer Signature

Printed Name	Date

See customer supplied engineering

Customer Name	Address		City	State	Zip Code
Jeremy Wages	2421 Barton Creek Blvd		The Colony	TX	75056
Inspection Date	Work Description				
July 18, 2025	Quantity: 5 Pier Type: Hydraulically Driven Concrete Pilings				
Inspected By	Quantity: Pier Type:				
Jason Spector	Diagram Notes				
Authorized Align Representative					
DIAGRAM - EXHIBIT "A"					
PAGE 1 OF 1					

**CCM ENGINEERING**

2570 Justin Rd., Ste. 209
HIGHLAND VILLAGE, TX 75077
972.691.6633
TBPE FIRM #605

August 28, 2025

Imran Issa
Imran.issa@gmail.com

RE: Foundation Structural Analysis – Post Repair
2421 Barton Creek Blvd
The Colony, TX

To Imran Issa

Per your request, our office inspected the above referenced single-family structure on August 27, 2025. The purpose of this inspection was to visually evaluate repairs completed by Align Foundation. All recommended repairs have been satisfactorily completed per our original report dated July 17, 2025. The evaluation was based on the onsite evaluation and information provided by the contractor.

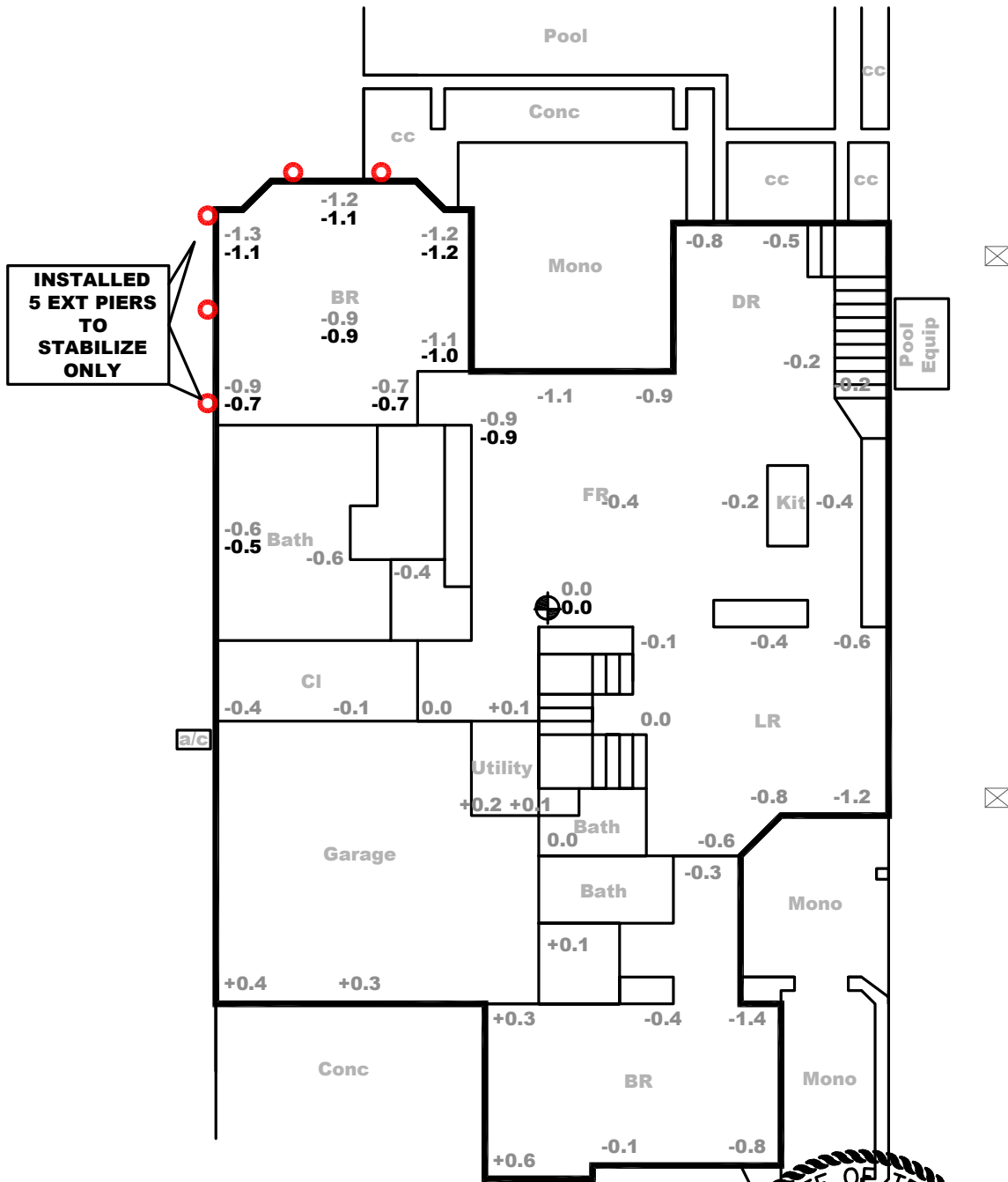
If you have any questions or need additional information, please call our office.

Sincerely,

Cody D. Crannell, P.E.
TBPE FIRM #605

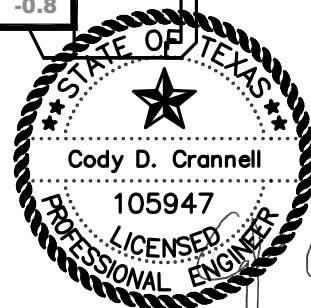


8/28/2025



ELEVATIONS TAKEN 7/15/2025
ELEVATIONS TAKEN 8/27/2025

**Approx location of
existing drains**



8/28/2025



CCM ENGINEERING
2570 JUSTIN RD. STE. 209
HIGHLAND VILLAGE, TX 75077
Ph: 972. 691.6633
TBPE FIRM #605

**2421 BARTON CREEK
BLVD
THE COLONY, TEXAS**

**CONTRACTOR TO VERIFY THE
LOCATION OF ALL UNDERGROUND
& OVERHEAD UTILITIES. ANY
CONFLICTS SHOULD BE REPORTED
TO OUR OFFICE. WE ARE NOT
RESPONSIBLE FOR DAMAGE TO
ANY UTILITIES, PUBLIC OR PRIVATE.**