

## HISTORIC AND DESIGN REVIEW COMMISSION

August 03, 2016

Agenda Item No: 15

**HDRC CASE NO:** 2016-224  
**ADDRESS:** 306 WILLOW DR  
**LEGAL DESCRIPTION:** NCB 1657 BLK E LOT S 50 FT OF N 99 FT OF 9  
**ZONING:** R5 H  
**CITY COUNCIL DIST.:** 2  
**DISTRICT:** Dignowity Hill Historic District  
**APPLICANT:** Monette Wright  
**OWNER:** Monette Wright  
**TYPE OF WORK:** Tax Verification  
**REQUEST:**

The applicant is requesting Historic Tax Verification for the property at 306 Willow.

### APPLICABLE CITATIONS:

*UDC Section 35-618. Tax Exemption Qualifications:*

(a) Assessed Valuation. In accordance with the provisions of this article, a building, site, or structure which meets the definition of a historically significant site in need of tax relief to encourage preservation and which is substantially rehabilitated and/or restored as certified by the historic and design review commission and approved by the city tax assessor-collector, shall have an assessed value for ad valorem taxation as follows regardless of ownership during the granted time period:

- (1) A residential property shall have the assessed value for ad valorem taxation for a period of ten (10) tax years equal to the assessed value prior to preservation.
- (b) Applicability. This exemption shall begin on the first day of the first tax year after verification of completion of the preservation required for certification; provided the building shall comply with the applicable zoning regulations for its use and location.
- (c) Application. Application for a historic structure preservation tax exemption pursuant to this division is to be filed with the office of historic preservation. The historic preservation officer shall be the agent of the city for the purposes of administering this division provided that the historic preservation officer request a recommendation from the historic and design review commission. Each application shall be signed and sworn to by the owner of the property and shall:
  - (1) State the legal description of the property proposed for certification;
  - (2) Include an affidavit by the owner describing the historic significance of the structure in need of tax relief;
  - (3) Include a final complete set of plans for the historic structure's restoration or rehabilitation;
  - (4) Include a statement of costs for the restoration or rehabilitation work;
  - (5) Include a projection of the estimated construction, time and predicted completion date of the historic restoration or rehabilitation;
  - (6) Authorize the members of the historic and design review commission, the city tax assessor-collector and city officials to visit and inspect the property proposed for certification and the records and books of the owners as necessary to certify that the property in question is in substantial need of restoration or rehabilitation;
  - (7) Include a detailed statement of the proposed use for the property; and
  - (8) Provide any additional information to the historic and design review commission which the owner deems relevant or useful such as the history of the structure or access to the structure by the public.

Each application shall contain sufficient documentation confirming or supporting the information submitted therein.

- (e) Verification of Completion. Upon completion of the restoration and rehabilitation, together with a fee as specified in Appendix "C" of this chapter, the owner, who may not be the same as at the time of application, shall submit a sworn statement of completion acknowledging that the historically significant site in need of tax relief to encourage preservation has been substantially rehabilitated or restored as certified by the historic and design review commission. The historic and design review commission, upon receipt of the sworn statement of completion, but no later than thirty (30) days thereafter, shall make an investigation of the property and shall recommend either approval or disapproval of the fact that the property has been substantially completed as required for certification. If the historic and design review commission recommends that it has not been substantially completed as so required, then the certified applicant may be required by the historic preservation officer to complete the restoration or rehabilitation in order to secure the tax exemption provided herein. If the verification of completion is favorable, the historic and design review commission shall recommend approval and the historic preservation office may notify the tax assessor-collector in writing of compliance. Thereafter, the tax assessor-collector shall provide the property with the historic tax exemption.
- (f) Historic Preservation Tax Exemptions.
  - (1) Historic Preservation Tax Exemption for Residences in Need of Substantial Repair. In accordance with the provisions of this chapter, a historically significant residential building, which meets both the definitions of a historically significant site in need of tax relief to encourage preservation and of a residential property in Appendix "A" of this chapter, and is either individually designated or is located within the boundaries of a locally designated historic district which is substantially rehabilitated and is approved by the chief appraiser of the Bexar County Appraisal District, shall have an assessed value for ad valorem taxation as follows:
    - A. A residential property shall have no assessed value for ad valorem taxation for a period of five (5) tax years after verification, as defined in Appendix "A" to this chapter. Thereafter, the exempt property shall be reappraised at current market value and assessed at a fifty (50) percent rate for an additional consecutive five-year period.
    - B. This exemption shall begin on the first day of the first tax year after verification of completion of the substantial rehabilitation by the historic and design review commission, provided compliance with subsection (b) of this section.

(g) Eligibility.

- (1) The tax exemption options outlined in subsection (f), above, will remain in effect unless terminated by designation status being removed pursuant to subsection 35-606(g) of this article.

**FINDINGS:**

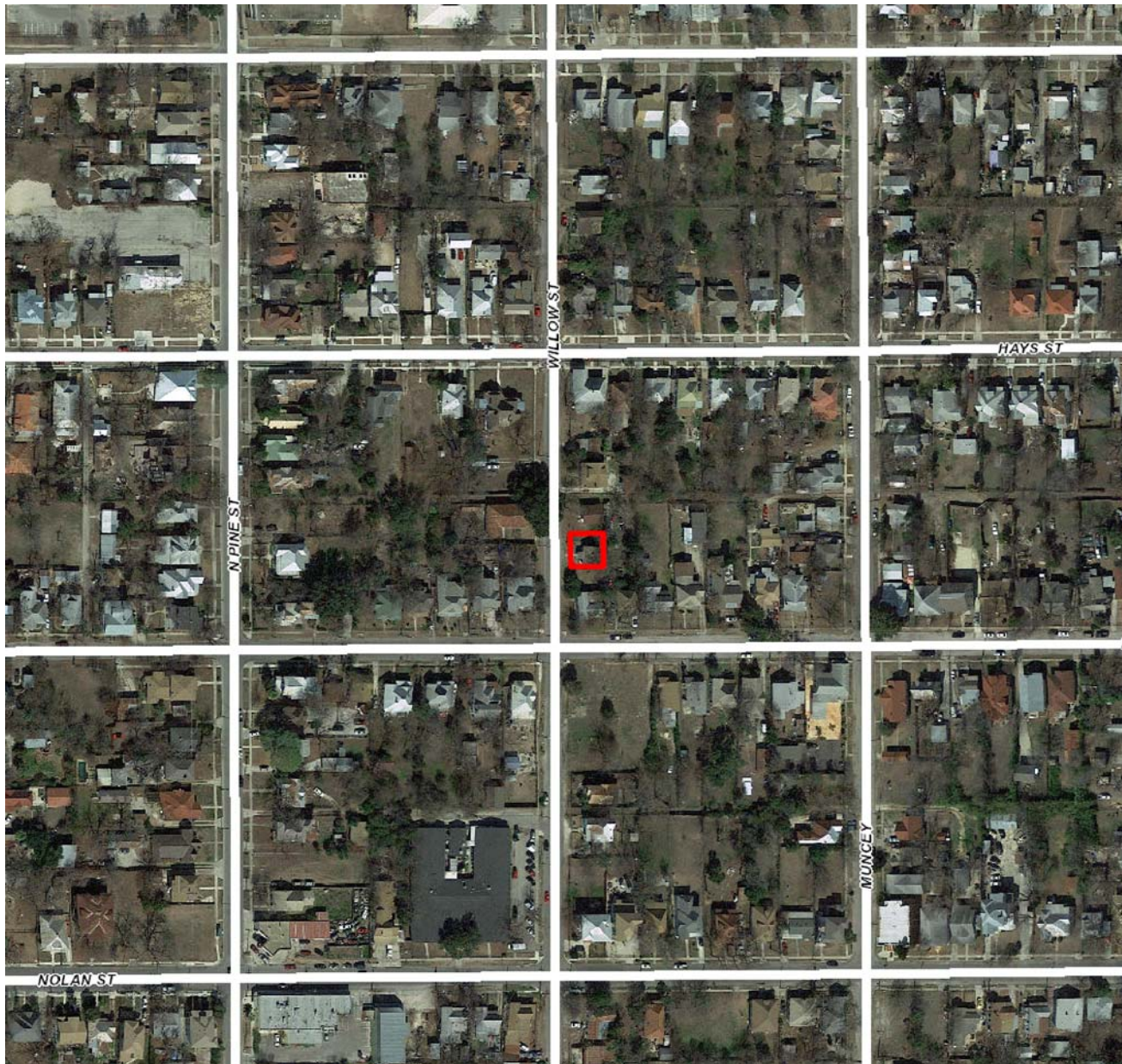
- a. The applicant is requesting Tax Verification for the property located at 306 Willow.
- b. The applicant received Tax Certification on July 6, 2016, from the HDRC.
- c. The scope of work consists of various items that have been administratively approved including repairs to the foundation, roofing, wood window repair, exterior painting and trim repair.
- d. The requirements for Tax Verification outlined in UDC Section 35-618 have been met and the applicant has provided evidence to that effect to the Historic Preservation Officer including photographs and an itemized list of costs.
- e. Staff visited the site June 21, 2016.

**RECOMMENDATION:**

Staff recommends approval as submitted based on findings a through e.

**CASE MANAGER:**

Lauren Sage



## Flex Viewer

Powered by ArcGIS Server

Printed: Jun 20, 2016

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**Plan Reviews/Permits/Inspections For An Address**

Permits for address 306 WILLOW DR

House  
Number: 306Street: WILLOW DR  
BLDG:2 or SUITE:201

Bldg/Suite:

Example: 2 or

[List Plan Reviews/Permits/Inspections For An Address](#)[Reset](#)

Permit Number:	Address:	Contractor/Contacts:	Completion Date:	Status:	Type:	Inspections:	Reviews:
<a href="#">1326471</a>	306 WILLOW DR	3R ELECTRIC RUPERT H GARCIA	12/07/2006	CLOSED	GENERL	<a href="#">Inspections</a>	<a href="#">Reviews</a>
<a href="#">2008415</a>	306 WILLOW DR	CALEB J MACIAS		OPEN	MISC NO REVIEW	<a href="#">Inspections</a>	<a href="#">Reviews</a>
<a href="#">2049409</a>	306 WILLOW DR	JZ ELECTRIC LLC JOSE Z DE LUNA	04/07/2015	CLOSED	GENERL	<a href="#">Inspections</a>	<a href="#">Reviews</a>
<a href="#">2133172</a>	306 WILLOW DR	CUELLAR FOUNDATION INC. CUELLAR FOUNDTION INC. ROSARIO D CUELLAR	07/14/2016	CLOSED	MISC NO REVIEW	<a href="#">Inspections</a>	<a href="#">Reviews</a>
<a href="#">2136420</a>	306 WILLOW DR	E.D.J.ROOFING & REMODELING LLC E.D.J. ROOFING EDUARDO A GONZALEZ	04/11/2016	CLOSED	MISC NO REVIEW	<a href="#">Inspections</a>	<a href="#">Reviews</a>

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with screen resolution settings of 800x600.





1018 Avocet  
San Antonio, TX 78245  
Office: 210-837-1604  
Fax: 210-633-0271  
edjroofing remodeling@gmail.com

No. 12465

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

Submitted to: Monette Wright Home Phone: \_\_\_\_\_ Cell: 210-416-0962  
Job Location: 306 Willow City: San Antonio State: TX Zip: 78202  
Email: \_\_\_\_\_ Sales Rep: \_\_\_\_\_ Cell: \_\_\_\_\_

- ☐ Removal of Existing Shingles  
☒ Removal of Layer(s) 2

#### FELT

- ☐ # 15 Felt  
☐ # 30 Felt  
☒ Palisade Underlayment

#### NAILS

- ☐ 1 1/4"  
☐ 1 1/2"  
☐ 6D  
☒ Screws

#### METAL EDGING

Size: All new  
Color: All new

#### SHINGLES

- ☐ 25 Years  
☐ 30 Years  
☐ 40 Years  
☒ Metal  
☐ Other \_\_\_\_\_  
☐ Color Galvalume

#### WE ALWAYS

- ☒ Clean-Up Daily  
☒ Run Magnet through Yard  
☒ Haul Away All Debris  
☒ Paint to Match  
(Roof Accessories Only)

#### VENT FLASHING

- ☐ 1 1/2"  
☐ 2"  
☒ 3" All new  
☒ 4" All new

#### RIDGE

- ☐ 3 Tabs  
☐ Other: \_\_\_\_\_

#### EXTRAS

- ☐ Re-Flash Fireplace  
☐ Re-Flash Skylight  
☐ Wind Turbines \_\_\_\_\_  
☐ Electric Ventilator \_\_\_\_\_  
☐ Ridge Vent \_\_\_\_\_  
☐ Other \_\_\_\_\_

#### ROOF JACKS

- ☒ 4" All new  
☒ 6" All new  
☒ 8" All new

#### LABOR WARRANTIES

- ☐ 6 Months  
☐ 1 Year  
☒ 3 Years  
☒ 5 Years

#### VALLEYS

- ☐ Type: \_\_\_\_\_  
☐ Color: \_\_\_\_\_  
Squares to Install: ☐ ACCORDING TO INSURANCE PAPERWORK  
☐ Other: \_\_\_\_\_

#### ADDITIONAL INFORMATION

Home owner agrees to pay 4,500.00 for thousand five hundred to start job and pay of total 10,000.00 One Hundred Sixty Six thousand for 12 months total one year to complete 6,500.00 and install OSB plywood.

Decking Repair Additional: \$60 for each Sheet of 4' x 8' Plywood Replaced

We propose to furnish material and labor, complete in accordance with the above specifications, for the sum of Five thousand five hundred DOLLAR\$

PAYMENT TO BE MADE AS FOLLOWS: IN FULL UPON COMPLETION. MAKE CHECKS PAYABLE TO: EDJ ROOFING, LLC

Please read carefully these terms and conditions. Authorized Signature: \_\_\_\_\_

NOTE: This proposal may be withdrawn by us if not accepted within 15 Days.

ACCEPTANCE OF PROPOSAL: The above price specifications and conditions are satisfactory and are hereby accepted.

EDJ ROOFING, LLC is authorized to do the work as specified. Payment will be as outlined above.

Customer Signature: Monette Wright Date of Acceptance: 2/24/16





**Faith Plumbing**



San Antonio, TX 78201

(210) 838-4107

# Receipt

011

DATE:

1-16-16

TO

Monette Wright

306 Willow

S.A. Tx 78202

## PAYMENT TERMS

Due upon receipt of services. Checks payable to Robert Alvarez

DESCRIPTION

TOTAL

Upon Arrival Ran Camera To  
Locate sewer line outside of  
House To Install 2-Way Clean-out.  
Found Break In Line 1 Foot In  
Front Of A/C Unit. Also Clean-out  
By Deck In Proper Pipe Was  
Broken On Top & Pipe Was Just  
Stuck On Top.

**Thank you for your business!**

TOTAL

225.00

Paid:

Cash 225.00

TOTAL

0

Texas State Board of Plumbing Examiners 800-845-6584

Robert Alvarez M-40888

House Next Stove To Right Had  
Back up issue In Sewer Line.





**Faith Plumbing**



San Antonio, TX 78201

(210) 838-4107

# Receipt

DATE: 1-16-16

TO

Monette Wright

306 Willow

S.A. Tx. 78202

## PAYMENT TERMS

Due upon receipt of services. Checks payable to Robert Alvarez

DESCRIPTION

TOTAL

1) abandon existing 3" sewer line (former 1/2" line)

2) Install 3" PVC with 40' sewer line (approx 47' ft.)

3) Install clean out in front of house.

4) locate city sewer & tie in new sewer line from house.

\*\*\* 3 yr warranty on parts & labor

Total

~~\$1,200.00~~  
\$1,200

All work performed by C. Phillips

50% = \$700.00 for parts up-front  
BAL. \$500.00 Due upon completion

Thank you for your business!

Security  
Deposit

600.00

TOTAL

1200.00

Paid:

Cash 600.00

RA.

Balance

TOTAL

600.00

Robert Alvarez M-40888

Texas State Board of Plumbing Examiners 800-845-6584

CH#  
1523

Paid Balance  
on 1/19/16  
\$600.00 R.A.



## AGREEMENT CUELLAR FOUNDATION INC.

6700 SAWYER RD. SAN ANTONIO, TEXAS 78238 210-734-6393 OFFICE FAX 210-734-8024  
LIC # H-917224

CLIENT/PROPERTY OWNER: MICHELLE WRIGHT  
PHONE: 210 446 0962  
STRUCTURE ADDRESS: 306 WILLOW  
DATE: 3-5-16

SAN ANTONIO TEXAS

### A. PARTIES & TERMS

This Agreement is entered into by \_\_\_\_\_ hereinafter referred to as Client and CUELLAR FOUNDATION INC. hereinafter referred to also as Contractor. In consideration for payment as outlined below CUELLAR FOUNDATION INC. AGREES to furnish all labor, equipment and materials necessary in order to stabilize, level, or repair the foundation of the structure located at the aforementioned address. Client certifies that he/she, is the owner of the property and has the legal authority to authorize any work Contractor on the property. CUELLAR FOUNDATION INC. will perform the foundation stabilization, leveling, or repair, repair according to the following plans and specifications:

#### PIER AND BEAM FOUNDATIONS ONLY:

Installation of 75 feet of X6 beam  
Installation of 16 feet of 2x6 joist

TYPE OF PIER: CONCRETE pier

NUMBER OF PIERS: 26

ADDITIONAL WORK:

#### SLAB FOUNDATIONS ONLY:

Installation of \_\_\_\_\_ ( ) pressure driven piers  
Installation of \_\_\_\_\_ linear feet of tunneling. the samw soil  
will be used as backfill, excess soil shall be hauled of or redistributed.  
Areas where voncrete will be broken out and then repaired  
\_\_\_\_\_( ).

TO 2 1/2" X 12" ONLY

### B. COMPENSATION (AMOUNT OWED)

CLIENT agrees to pay CUELLAR FOUNDATION INC. the sum of: 4250.00 ( FOUR THOUSAND TWO HUNDRED FIFTY DOLLARS) FOR FOUNDATION REPAIR \$4250.00 ( FOUR THOUSAND TWO HUNDRED FIFTY DOLLARS) For the foundation repair service to be provided under this Contract. CLIENT shall pay the amount owed to CUELLAR FOUNDATION INC. as follows:

- a. 33.33% PRIOR TO COMMENCEMENT \$ .00  
b. 33.33% UPON COMPLETION OF EXCAVATIONS \$ .00  
c. 33.33% UPON COMPLETION OF ENTIRE WORK \$ .00

Paid in full

\*Final payment made to CUELLAR FOUNDATION INC. will be due immediately upon completion of all work unless otherwise stated herein. CLIENT and CONTRACTOR both agree that Clients failure to adhere to the above payment schedule shall be considered a default on the part of Client and a material breach of this Agreement. CLIENT and CONTRACTOR both further agree that CONTRACTOR shall be excused from any further performance under this AGREEMENT in the event CLIENT fails payment in accordance with the above payment schedule.

**C. RESPONSIBILITIES**-CLIENT will make arrangements to move desirable plant life from the work area. CLIENT and CONTRACTOR agree that CONTRACTOR will not be responsible for any plant life, including but not limited to grass, shrubs, plants, or trees, which the CLIENT does not remove from the repair work site. If any plumbing fixtures or equipment are ruptured or damaged during the repair or adjustment process, CLIENT agrees that CONTRACTOR shall not be held responsible for any loss or damages to such plumbing fixtures or equipment. In addition, Client agrees that Contractor is not responsible for any pre-existing plumbing problems, termite damages, any increase in water or electric bills. CONTRACTOR agrees to restore all work areas, as near as possible, to their pre-work condition. CONTRACTOR RECOMMENDS THAT NO COSMETIC REPAIRS BE PERFORMED FOR AT LEAST 6 MONTHS AFTER FOUNDATION REPAIRS HAVE BEEN COMPLETED SO THAT ANY RESIDUAL SETTLING CAN DISSIPATE. CLIENT agrees that in the event any skirting/underpinning is removed, it shall be reinstalled, however, no new materials shall be used. If skirting is deteriorated, or falls off or falls apart during the foundation repair, CONTRACTOR shall not be responsible for its replacement. Any siding insulation shall not be replaced. Concrete that is cut and broken during installation of piers will be re-poured in an attempt to match the original concrete as closely as possible; however, an exact color match to the older concrete is not to be expected. CLIENT acknowledges the possibility and risk, however remote, that due to the nature of foundation repair, consequential damages, i.e. deterioration of breakage or damages to: structure concrete, brick, skirting, underpinning, hardi plank, wood siding, aluminum siding, mortar, sheetrock, wall paper, paint, plumbing, electrical, wiring, rigid materials, rock work, fireplace(s), walls, floors, ceilings, or furnishings may result. CLIENT and CONTRACTOR, therefore, agree CONTRACTOR shall not be liable for such consequential damages (including to the interior and/or exterior of the structure), which include but are not limited to the aforementioned. The total cost does not include any cosmetic work, redecorating, painting, caulking, repairing and electrical work, bills, re-setting door frames, window frames, latches, etc. or anything within the threshold of the house, interior or exterior, roof or otherwise, or the replacement of any materials not called in this Agreement. CLIENT agrees to provide reasonable access to the foundation as well as electrical and water lines so that the foundation work can be satisfactorily accomplished. Client shall be notified by CONTRACTOR of the days and times CONTRACTOR will require access to the interior of the structure. During the foundation repair work requested by the owner, it is possible that the contractor will discover additional work that will have to be performed in order to ensure the foundation repair requested by the owner will not be compromised. CLIENT agrees and acknowledges that this work is additional work in addition to any foundation work originally agreed to by CLIENT



## **BLAKE ENGINEERING, LLC TERMS AND CONDITIONS**

This document is provided by Blake Engineering, LLC (BE) as an independent Professional Engineer and is valid as of the date on this document and excludes conditions and events subsequent to this date. It is the Contractor's responsibility to provide the Terms and Conditions to the participating parties as necessary. The Contractor, by presenting itself as qualified to perform this work; accepting to perform this work; being successfully selected by Client; meeting the requirements and being assigned a construction permit by the City; and / or executing the performance of the scope of this work including the evaluation, design, and construction; is regarded as qualified to perform this work and solely responsible for the construction and performance of the foundation work as warranted. BE's sole scope of services and intent with the assigned role of "Engineer of Record" was to provide engineering guidance upon request and as deemed necessary by the Contractor or Client.

The foundation evaluation and proposed work was performed and determined by the Contractor and agreed upon by the Client. This document is submitted with the understanding that all parties, including the Contractor, Homeowner, Client, and City, are aware that BE did not perform the pre-construction evaluation or design the proposed foundation construction work and therefore not the Engineer of Record for the evaluation and design. BE does not adopt or accept responsibility of the pre-construction evaluation and design of this proposed foundation work if not performed and determined by BE. The engineering guidance was limited to on-site consultation(s) or telephone conversation(s) to discuss on-going construction concerns or resolve problems that may arise during construction as deemed necessary by the Contractor or Client. BE, if not requested, was not continuously on site to supervise and provide assistance for the foundation construction work, or establish levelness. A general construction inspection by BE was anticipated but not guaranteed.

During a general construction inspection, if performed, BE would have inspected the construction of randomly selected piers; observed levelness of window and door frames using a 9-inch carpenter's level; and conversed with Contractor. BE was available and all efforts should have been made to contact BE should any concerns or problems develop during construction. BE will review or discuss before and final pier-placement locations, and before and final floor-surface elevations, regarded as true, and being solely the basis of the final construction letter.

This document is submitted with the understanding that all parties are aware that the foundation may continue to move and the risks of future movements can never be completely eliminated. In areas where expansive soils exist, foundations will continue to move if supported on or within the expansive soils. Therefore, BE does not imply and it should not be assumed that such future movements or damages cannot or will occur.

In recognition of the relative risks, rewards, and benefits of the acceptance or use of BE for the above-mentioned role or the use of this document for this project by any or all parties including the Contractor, Homeowner, Property Owner, Client, governing agency and BE, the risks have been allocated such that you agree that the liability of BE to all parties including the Contractor, Homeowner, Property Owner, Client, and governing agency, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this participation for any cause or causes, shall not exceed the sum of all fees paid to BE for this project. Such cause(s) include but are not limited to non-fault claims against BE; BE's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. BE will not assume or be credited with any cause(s) if the Contractor is not allowed or does not attempt to correct any alleged neglect, error, or claim that may occur during this entire undertaking. BE reserves the right to recover any and all expenses and lost incurred due to legal action(s) directed at BE or indirectly involving BE from any and all parties associated with this subject action(s). If there are any questions, comments, or concerns with any contents of the Terms and Conditions, please contact Blake Engineering, LLC (BE) without delay.

### **CARE AND MAINTENANCE OF PROPERTY**

Because of the expansive soils that may exist in the area, changes in the moisture content of the soils supporting the foundation will cause the soils to shrink and swell causing foundation movements. Therefore, *it is essential that the moisture content in the soils supporting the foundation be kept constant as best as possible and the ground surfaces adjacent to the foundation slope away from the foundation to drain away excess water.* Therefore, if necessary, have a qualified landscaping company assist in creating a property drainage plan and developing a foundation watering plan to help minimize changes in the soil moisture. Roof gutters are also recommended to provide channelization of water away from the foundation. It is noted that a foundation company is typically not a qualified landscaping company.



# CUELLAR FOUNDATION INC. Limited Warranty(S)

The sole and exclusive purpose of this Limited Warranty is to provide adjustment to the CUELLAR FOUNDATION INC. Pier for foundation repair and only in the areas where the work was performed. **SLAB FOUNDATIONS** will have a concrete pressure driven cylinder pier and a **limited four year warranty**. Client agrees to allow 90 days for residual settling in those areas in which the foundation repair was performed for residual settling, if it occurs. The American Society of Civil Engineering deflection equation is a process to determine unevenness. It is determined by acquiring the distance between the highest and lowest point divided by 360 and multiplied by 12 the product of which is considered an acceptable amount of unevenness, 1.5 inches is considered an acceptable unevenness. Any movement greater than the product of this deflection equation will be deemed un-level and will necessitate adjustment. Before adjustment can commence Client agrees that he/she must provide written proof that there is no plumbing leaks by a licensed plumber and written documentation to Contractor that no water or drain leaks are present. Client agrees that after adjustments are completed client must provide proof of subsequent leak inspection by licensed plumber to assure there are no leaks once adjustments have been completed. Failure to provide written documentation of plumbing inspection will result in nullification of foundation warranty. Contractor will not be responsible for any consequential damages resulting from the adjustment lift (see contract C. responsibilities 3<sup>rd</sup> paragraph) the adjustments shall be billed at a rate of \$275.00 per service call with \$100.00 per pier adjusted. **PIER AND BEAM FOUNDATIONS:** THE CUELLAR FOUNDATION INC. **STEEL PIER HAS A LIMITED FOUR YEAR WARRANTY.** The CUELLAR FOUNDATION INC. concrete pier [if more than 1 1/2" of shimming is required than pier will be capped with concrete and reinforced with rebar] has a **four year warranty**, and the CUELLAR FOUNDATION INC. treated pier has a **four year warranty**. These adjustments shall be billed at a rate of \$175.00 per service call with \$15.00 charge per pier adjusted. When Contractor performs only leveling work and no new piers are installed, or fewer piers than the entire Foundation requires, the foundation work will then be considered "partial repair" and there will be a two year warranty transferable to new owners. Should any system adjustment be required and such adjustment is necessary and the result of downward movement ("settling") of the foundation in the specific area (s) where the foundation support was previously completed by Contractor, the owner must provide proof of warranty to Contractor and must be signed and dated. Contractor will provide adjustment to the specific area (s) originally and or previously supported under the Foundation Repair Agreement within the parameters of this limited warranty. Contractor will shim up to 1 1/2" which is the allowable limit for UBC code for the slab pier, concrete pier, and the treated pier. Client agrees that if the concrete pier (for pier and beam homes only) requires more than 1 1/2" of shimming then the pier will be capped with concrete and reinforced with rebar if applicable and a minimal fee will be charged. If treated pier [only applies to treated posts] requires more than 1 1/2" of shimming than the treated pier will be replaced and Client will be charged a minimal rate to replace that pier. The adjustment, if required, will be billed as mentioned above. The client agrees that he/she must provide proof of warranty to Contractor, via certified mail and must be signed and dated. The Warranty is valid for that period of time during which the CLIENT, under the Foundation Repair Contract, possesses ownership of the structure on which the foundation repair service was performed. Subject to the provisions provided herein for the transfer of this Warranty which may extend to the succeeding owner of this structure.

The following events, upon occurrence thereof, will render this Warranty NULL and VOID: 1. The structure suffers fire, flood, mold, signs of mold, or storm damage; 2. The foundation is undermined (i.e., plumbing leaks or tunneling resulting in damage to piers, tunneling backfill such as flowable fill (concrete) that may pull plumbing downward and hence the slab with it, mold, signs of mold, soil slumping, no gutters or drainage system failure, erosion, excavation, creek beds, negligence of termite preventative measures by Client will result in warranty being null and void (Foundation should be regularly checked once a year and addressed for termite activity, and records kept by client, of termite inspections, etc.) 3. The structure is altered or modified to any major structural degree, or if additions are made to it without a prior written approval by Contractor. To which approval will not be unreasonably withheld. 4. The structure is sited on a fault. **EXCLUSIONS** from coverage under this Warranty include: 1. Heave or upward movement of any part of the foundation, and 2. Settlement of the interior floor, slab, or foundation outside of the specific area (s) originally and or previously supported. This Warranty becomes effective upon the satisfaction of all obligations by all parties under the terms of the Foundation repair Contract. Said Warranty will not be issued or become effective prior to receipt and deposit by Contractor of payment paid in full for services rendered. This Warranty is fully transferable to the succeeding owner of this structure. A succeeding owner transfer fee of \$200.00, along with a signed copy of the property transfer document (i.e., Deed) must be provided to Contractor within thirty (30) days of title transfer of the property to the new owner. Failure to completely and timely meet these warranty transfer requirements will render this warranty NULL and VOID. THE WRITTEN TERMS OF THIS LIMITED WARRANTY, AS EXPRESSED ABOVE, REPRESENT THE ENTIRE WARRANTY OBLIGATION OF CUELLAR FOUNDATION INC.. NO OTHER AGREEMENTS, UNDERSTANDINGS, REPRESENTATION OR WARRANTIES EXPRESS OR IMPLIED, INCLUDING WARRANTIES OR MERCHANTABILITY OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, HAVE BEEN MADE OR ARE MADE BY CONTRACTOR. IN ADDITION, CLIENT AGREES TO SIGN ADJUSTMENT FORMS TO VERIFY ADJUSTMENTS; AND/OR VISITS BY CONTRACTOR FOR INSPECTION. PLEASE NOTE THAT NO ONE CAN MODIFY THIS WARRANTY OR CONTRACT (VERBALLY OR OTHERWISE) UNLESS AUTHORIZED BY CONTRACTOR.

NAME OF CLIENT	WAS CLIENT ADVISED ABOUT GOOD DRAINAGE AND		
DATE	INSTALLING A GOOD GUTTERING SYSTEM?		
WORK COMPLETION DATE:	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	INITIALS <u>                    </u>
LOCATION: <u>3016 Willow</u>			

CONTRACTOR

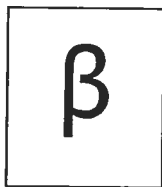
Robert Custer

Client

Alvin Wright

3-5-16





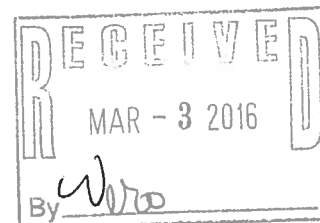
# BLAKE ENGINEERING, LLC

Firm Registration No.: F-5276

Licensed Professional Civil Engineer

Foundation / Construction / Structures / Hydraulics

Plans, Inspections, Forensic, and Expert Witness Services



22014 Pelican Edge, San Antonio, Texas 78258 spblake@sbcglobal.net

Phone: 210 497-1079 Mobile: 210 414-1409

## ENGINEER'S CONSTRUCTION LETTER

Date: March 3, 2016

Contractor / Client:

Cuellar Foundation Incorporate

6700 Sawyer Rd., San Antonio, Texas 78238

Referenced Project: 306 Willow Dr., San Antonio, Texas

City of San Antonio Building Permit A/P Number: AP # 2133172

Contractor / Client:

Your construction of the pier and beam foundation repair for the building referenced above was completed with the engineering guidance provided by our office. The engineer assigned to this project was Stephen P. Blake, P.E. -- #76335.

   The foundation repair construction documents were provided to assist in developing the scope of the repair and to provide guidance upon request as deemed necessary on the construction of the new structural members.

  X   The scope of the foundation repair did not require engineered construction documents to obtain a building permit. Details and specifications were provided upon request as deemed necessary by the Contractor or Client to aid in the construction. The foundation repair was constructed with accessibility to our engineering guidance or written guidance as needed upon request.

The following is a description of the repair work performed: Installation of thirty (30) concrete piers and 60 feet of treated support beams to better level and reinforce the existing foundation.

The crawlspace skirting, ventilation, and a drainage assessment around the building was not requested to be performed by our office. Contact your engineer or qualified landscaping company for assistance if necessary.

Qualified individuals visited the site to check the construction stated above for general conformance to our engineering guidance, as requested, and general conformance with the requirements of the **2015 International Residential Code**; generally accepted industry practices; and / or the proposed construction documents.

**In my opinion, based on my experience, knowledge, information and belief, the stated construction is in general conformance with the 2015 International Residential Code; generally accepted industry practices; and /or construction documents.**

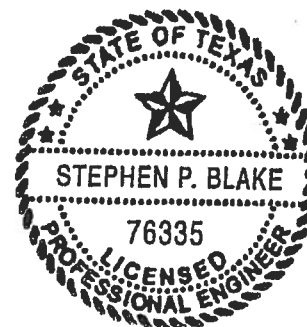
As denoted by the engineering seal on this letter, we believe that we have fulfilled our obligations as an engineer under the *Texas Engineering Practice Act* pursuant to its requirements to protect the public health, safety and welfare in the practice of engineering. We further believe we have met those requirements insofar as our responsibility for accessibility to our engineering guidance or written guidance for conformance. This document is submitted with the understanding that all parties, including the Contractor, Homeowner, Client, and City, are aware that BE did not perform the pre-construction evaluation or design the proposed foundation construction work and therefore not the "Engineer of Record" for the evaluation and design. BE does not adopt or accept responsibility of the pre-construction evaluation and design of this foundation work if not performed and determined by BE and any construction work performed where on-site consultation(s) is not requested. This is considered true and accepted upon use of this document.

If there are any questions, comments, or more assistance is necessary, please call.

*Stephen P. Blake, P.E.*

Stephen P. Blake, P.E.

See attachment **Terms and Conditions and Care and Maintenance of Property** 3-3-2016





Monette Wright 306 Willow St  
San Antonio TX 78202

ALL work has already been  
Completed.

Roof \$6,500 - Was wood shake + shingle before

Foundation \$4,250

Plumbing \$1,425  
(Sewer line repairs)

I have other receipts for  
work on this property if needed.