



**DEPARTMENT OF DEVELOPMENT SERVICES**  
Development Services Center – 401 N. Elm Street – Denton, Texas 76201 voice: (940) 349-8541  
[www.cityofdenton.com](http://www.cityofdenton.com)

**City of Denton Historic Landmark Commission**  
**Tax Exemption Application for Designated Historic Sites**

Name of Owner TJD Holdings, LLC  
Property Address 1314 N Locust St., Denton, Texas 76201  
Telephone/Email 940-387-0512

Start/Completion Dates start: 01/27/2323 - finish: 03/09/2023

Brief Description of Completed Improvements and/or Restoration Work:  
Circumferential water drainage system, foundation repair and electrical (for water pumps).

**Please also attach the following with your application:**

1. Invoice and proof of payment for completed improvements and/or restoration work. (Please note all receipts for work completed must total a minimum of \$10,000 in order to be considered for the Designated Historic Sites Tax Exemption.);
2. Provide a legal description of the property proposed for certification; and
3. If applicable, a Copy of a COA Approval Letter and/or an Issued Building Permit. All exterior renovations/repairs must have an approved Certificate of Appropriateness to qualify for the tax exemption.

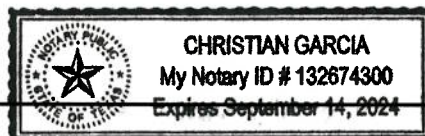
**By signing this application, I certify that the above information is correct and complete to the best of my knowledge and grant staff access to the indicated property to perform work related to this request. I agree to provide any additional information necessary for this application as requested by the Development Services Department or Historic Landmark Commission.**

SIGNATURE: Tim DePalma

Print or Type Name: TIM DEPALMA

Known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration expressed and in the capacity therein stated. Given under my hand and seal of office on this 24<sup>th</sup> day of March 2023.  
(SEAL)

Christian Garcia  
Notary Public Signature





## DEPARTMENT OF DEVELOPMENT SERVICES

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### City of Denton Historic Landmark Commission Tax Exemption Application for Designated Historic Sites

#### HISTORIC TAX EXEMPTION QUALIFYING IMPROVEMENTS AND/OR RESTORATION

**Permanent renovation and repair of said property, shall include but not limited to the following items:**

##### Exterior

- Protective treatment (paint, protective coverings or treatment, siding, and metal cladding)
- Structural members
- Foundations
- Exterior walls
- Roofs and drainage (roof drains, gutters, and downspouts)
- Decorative features (cornice, corbels, trim, and decorative features)
- Overhang extensions (canopies, and metal awnings)
- Stairways, decks, porches, or balconies
- Chimneys
- Handrails and guards
- Window, skylight, doors, and door frames

##### Interior

- Structural members
- Interior surfaces (paint and plaster)
- Stairs and walking surfaces
- Handrails and guards
- Interior doors

##### General

- Plumbing (re-piping, water heater, and sanitary sewer)
- Mechanical (furnace, heaters, and ventilation)
- Electrical (service and re-wiring)
- Fire safety (smoke detectors, carbon monoxide detectors)

**ALL EXTERIOR RENOVATIONS/REPAIRS MUST HAVE AN APPROVED CERTIFICATE OF  
APPROPRIATENESS TO QUALIFY FOR THE TAX EXEMPTION.**

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**Return to: Planning Department, 401 N. Elm Street, Denton, Texas, 76201**

**Phone: 940-349-8541**

**Fax: 940-349-7707**

## Denton CAD

## Property Search Results &gt; 33588 TJD HOLDINGS LLC for Year 2023

Tax Year 2023 - Values not available

## Property

## Account

Property ID: 33588 Legal Description: A0185A BBB & CRR, TR 19, .27 ACRES, OLD DCAD TR 189

Geographic ID: A0185A-000-0019-0000 Zoning: Office

Type: Real Agent Code: 788754

Property Use Code: OF002

Property Use Description: CONVERTED HOUSE

## Location

Address: 1314 N LOCUST ST Mapsco:  
DENTON, TX 76201-3038

Neighborhood: Denton Converted Houses Elm & Locust Area Map ID:

Neighborhood CD: OF02S05B2

## Owner

Name: TJD HOLDINGS LLC Owner ID: 988655

Mailing Address: 6130 WILDCAT RD % Ownership: 100.0000000000%

AUBREY, TX 76227-8604

Exemptions:

## Values

(+) Improvement Homesite Value:	+	N/A	
(+) Improvement Non-Homesite Value:	+	N/A	
(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A
<hr/>			
(=) Market Value:	=	N/A	
(-) Ag or Timber Use Value Reduction:	-	N/A	
<hr/>			
(=) Appraised Value:	=	N/A	
(-) HS Cap:	-	N/A	
<hr/>			
(=) Assessed Value:	=	N/A	

## Taxing Jurisdiction

Owner: TJD HOLDINGS LLC

% Ownership: 100.0000000000%

Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
C05	DENTON CITY OF	N/A	N/A	N/A	N/A
CAD	DENTON CENTRAL APPRAISAL DISTRICT	N/A	N/A	N/A	N/A
G01	DENTON COUNTY	N/A	N/A	N/A	N/A
S05	DENTON ISD	N/A	N/A	N/A	N/A
Total Tax Rate:		N/A			
Taxes w/Current Exemptions:					N/A
Taxes w/o Exemptions:					N/A

## Improvement / Building

Improvement #1: Commercial State Code: F1 Living Area: 1764.0 sqft Value: N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	520	Wood	1913	1764.0

**Improvement #2:** Commercial **State Code:** F1 **Living Area:** sqft **Value:** N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
PV	PAVING	CON		1990	3808.0

### Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	6	COMMERCIAL	0.2700	11761.00	11761.00	1.00	N/A	N/A

### Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$166,585	\$176,415	0	343,000	\$0	\$343,000
2021	\$173,208	\$58,805	0	232,013	\$0	\$232,013
2020	\$173,208	\$58,805	0	232,013	\$0	\$232,013
2019	\$178,865	\$58,805	0	237,670	\$0	\$237,670
2018	\$144,712	\$58,805	0	203,517	\$0	\$203,517
2017	\$132,051	\$58,805	0	190,856	\$0	\$190,856
2016	\$130,324	\$58,805	0	189,129	\$0	\$189,129
2015	\$129,493	\$58,805	0	188,298	\$0	\$188,298
2014	\$123,950	\$58,805	0	182,755	\$0	\$182,755
2013	\$119,328	\$58,805	0	178,133	\$0	\$178,133
2012	\$119,587	\$58,805	0	178,392	\$0	\$178,392
2011	\$119,172	\$58,805	0	177,977	\$0	\$177,977
2010	\$117,850	\$58,805	0	176,655	\$0	\$176,655
2009	\$121,877	\$58,805	0	180,682	\$0	\$180,682

### Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	3/20/2018	SWD	SPECIAL WD WITH VENDOR'S LIEN	FICKEY FAMILY PROPERTIES LLC	TJD HOLDINGS LLC			2018-31955
2	11/18/2009	WD	WARRANTY DEED	FICKEY FAMILY PROPERTIES, FLP	FICKEY FAMILY PROPERTIES, LLC			2009-134218
3	12/18/2003	QD	QUIT CLAIM DEED	FICKEY, GAYLEN Z	FICKEY FAMILY PROPERTIES, FLP			03-203972

Questions Please Call (940) 349-3800

This year is not certified and ALL values will be represented with "N/A".



Nick Manesh Engineering, LLC  
DESIGN ■ BUILD ■ INSPECT

Date: December 26, 2022

Job No.: 22-1147

Job Location:

Mail To:

Name: Mr. Timothy Depalma  
Address: 1314 N. Locust St,  
City: Denton, TX 76201

Email: [timdepalma@gmail.com](mailto:timdepalma@gmail.com)  
Phone: 214-514-8528

THIS IS TO CERTIFY THAT ON THIS DATE, I MADE AN ON-SITE INSPECTION OF THE FOUNDATION AND DRAINAGE PERFORMANCE FOR THE ADDRESSED PROPERTY. THE SUBJECT IS A ONE STORY, DENTAL OFFICE, SIDING VENEER DWELLING, SUPPORTED ON A PIER-AND-BEAM FOUNDATION. FOR ORIENTATION PURPOSES, IT IS ASSUMED THAT THE PROPERTY FACES WEST.

THIS INSPECTION MEETS THE REQUIREMENTS OF A "LEVEL B" EXAMINATION AS DEFINED BY THE TEXAS BOARD OF PROFESSIONAL ENGINEERS. (Pier-and-beam foundations may require a "Level C" examination, which includes as built drawings of the foundation and locations of existing and damaged piers, and details of rotted beams, joists, and sill plates. This inspection may take between 4 to 8 hours, depending on the size of the building, and invasive testing. Additional fees are required.)

### SUMMARY OF OBSERVATIONS

#### Foundation

- This foundation is a pier and beam type with reinforced concrete piers, perimeter brick beams and a structural grade timber floor system. It is constructed on native clay soil. It has been repaired previously.

#### Exterior

- The grade is relatively flat along the North side and hold surface water.
- The grade all around the residence has low spots and hold surface water.
- Crack on the exterior brick perimeter beam.

#### Interior

- Adjusted doors.
- Cracks on the walls.
- Cracks at the corner of doors.
- Uneven interior floor.

#### Crawl space

- Footings are leaning and are not supported on the beams.
- Rotted joists at the Center and Northeast side (14 of them) in the Crawl space.



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## FOUNDATION ELEVATION SURVEY

A "Relative Elevation Survey" was performed on the finished floor surface of the foundation of the structure using a surveying instrument. The survey is relative and is not referenced to a permanent benchmark. The purpose of the survey is to measure and document local levelness of distress areas of the foundation of the structure. Relative elevations indicated in the plan have been adjusted to account for a change in floor elevations due to dissimilar floor finishes, i.e., the elevations in all rooms or other spaces within the structure are corrected to the same plane. The elevations provide field information in order to develop a topographical surface of the foundation with respect to a horizontal plane.

The elevation survey for the foundation of the structure was performed using a Stanley® electronic compulevel® instrument. Raw elevation readings were measured at selected locations to the nearest 1/10-inch. Closure was checked by taking the last measurement at the reference point resulting in a difference of 0 inches. Instrumentation error is specified by the manufacturer at less than 1/8 inch in 100 feet radius.

- **The reference point for the residence was selected near the entrance door. The survey shows a differential elevation of 2.9 inches between the East Central and Northeast sides of the slab.**

Soil / Foundation Interaction, General

Settlement of a foundation will typically occur under these conditions:

1. Shrinkage of the soil supporting the foundation due to lack of moisture. As soil shrinks, its load bearing capacity is reduced to less than the load imposed by the structure.
2. Loss of moisture from within the soil resulting in soil consolidation. This may occur when shrubs and trees around the foundation absorb moisture from the underlying clays through their root system or by evaporation of moisture within the near surface soil. Absence of proper maintenance such as watering the yard around the foundation, would aggravate this condition.  
Compaction and consolidation of fill dirt under the load that is imposed by the foundation and the superstructure. This is a continuing and time dependent process that will cause settlement of the foundation unless proper precautions have been taken during the construction of the foundation.
3. Erosion under the floating slabs of warehouses can cause major settlement.

Heaving of the foundation may occur either under the edge lift or center heave conditions. Amount of edge heave will vary depending on the edge moisture variation distance. If the moisture content of the soil beneath the slab changes after construction of the slab, it will distort into either a center lift or edge lift condition. Center heave lift condition occurs when the soil beneath the interior of the slab becomes saturated and expands, or when the soil around the perimeter of the slab dries and shrinks while the soil under the interior slab remains wet.



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Heave may also occur as a result of a long-term leak in pressure or sewer lines where moisture is drawn to the soil under the slab through the suction properties of the soil. Location of heave depends on the nature of the soil supporting the slab and may not necessarily be in the same area as the leak.

It should also be noted that depending on the nature and consolidation rate of the clay particles, when the soil becomes saturated, the clay binders lose their shear strength and hence undergo a structural collapse, which results in a foundation settlement. However, if the soil is well compacted or normally consolidated, then saturation may result in a swell process, causing the foundation to experience upheaval. Furthermore, when a saturated incompressible compacted clay layer is subjected to a stress increase, swelling rather than settlement may occur, but when a saturated compressible clay layer is subjected to a stress increase, elastic settlement occurs immediately. The following conclusions and recommendations apply to the inspected areas only.

### **CONCLUSION**

- This foundation experiences a combination of settlement and heave. Settlement along the North and West sides of the residence is due to shrinkage of the expansive soils supporting the foundation in this area. It requires repair at the present time. The cause of the upheaval along the Southeast and East sides of the residence is poor surface drainage.
- 

### **RECOMMENDATION**

- Regrade and contour the soil all around the foundation perimeter to provide positive slope. Add clean black top soil to fill low spots as required. The new grades should cause positive surface drainage away from the foundation to a minimum distance of 4 feet. Upon completion, the exposed concrete perimeter beam should be from 6" to 8". Level the floor by shimming on the existing piers. Proper re-leveling includes replacement of any structural members which are not performing their intended function wherever encountered in the crawl space. This includes any twisted or displaced members or any wood that has been damaged by rot or wood destroying insects.
- Install a French drain around the perimeter in the approximate location shown on the attached sketch. The depth of the trench should be a minimum of 36" below the bottom of the perimeter beam with 12" width. The pipe should be 6" diameter, perforated "ADS" pipe wrapped in geotextile cloth as a filter to provide longer service life of the drains. Cover the pipes with washed gravel (6" on bottom and 30" on top) with normal fill dirt on top. Connect the perforated pipe to 6" solid pipe to slope the drain lines at least 1/8" per foot to discharge based on gravitational forces to the locations shown on the attached sketch.
- Remove and replace the rotted joists at the Center and Northeast side (14 of them) in the Crawl space.
- Remove and replace the brick perimeter beam with concrete beam (36"x10", reinforced with #4 rebar up and down section of beam, concrete mix should have minimum 3000 Psi compaction strength).
- Install concrete footings under the beams to provide adequate supports in the crawl space.



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- Specifications of footings 24"x24"x12" reinforced with #4 rebar at 8" O.C both ways concrete 4000 Psi Sonotube on the footings.
- Connect the downspouts to a 6" diameter pipe to drain to either parking lot or streets around as indicated on attached sketch.
- Level the floor by shimming on the existing piers. Proper re-leveling includes replacement of any structural members which are not performing their intended function wherever encountered in the crawl space. This includes any twisted or displaced members or any wood that has been damaged by rot or wood destroying insects.
- This foundation should be inspected again at the end of dry season in order to evaluate the impact of the drainage correction on the stability of the foundation and to recommend the remedial measures if it is required.
- All the work should be certified by a structural engineer.

NOTE:

- IN THE EVENT THAT OTHER INFORMATION BECOMES AVAILABLE THAT COULD AFFECT THE CONCLUSION REACHED IN THIS INVESTIGATION, THIS OFFICE RESERVES THE RIGHT TO REVIEW AND CHANGE SOME OR ALL OF THE OPINIONS REPRESENTED HEREIN, IF IT IS REQUIRED

This inspection consists of visual observations only and is based on engineering judgment, made solely to determine the foundation and drainage problem(s) of the described property at the present time. This report does not predict or warrant the future performance of the inspected foundation.

The portion of the foundation which is inspected is readily visible without moving or removal of any items that may cause a visual obstruction. In other words, this report is based solely on observation of the apparent behavior of the structure.

Opinions expressed in this report are based on an engineering evaluation considering past performance of the structure. It is assumed that the foundation was constructed based on the requirements of building codes and was inspected by local building officials during construction. No warranty is either expressed or implied as to the future performance of this structure. Liability is strictly limited to the fee charged for this report.

In order to certify the repair works that are performed based on our specifications, the works should be inspected after the pier holes are ready and rebar is in place, and again after raising and before backfilling of the pier holes (this is to check that proper leveling of the foundation has been done). The new elevations will be our reference for monitoring the future movement, if any, of the foundation. These inspections require advance scheduling; therefore, the engineer should be informed at least 48 hours prior to the commencement of repair work. Additional engineering fees will be charged for this service, which is **not** included in the fee for this report.





Nick Manesh Engineering, LLC  
DESIGN ■ BUILD ■ INSPECT

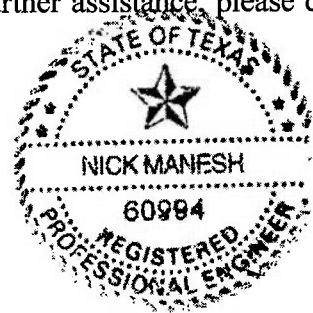
This inspection is not intended to cover structural features above foundation level. This report merely covers the status of the foundation at the time of this inspection.

Should you require a more in-depth study such as soil test, stress analysis and redesign, you need only to advise our office. A reasonable fee will be quoted based on normal hourly charges for engineering and consulting services.

It has been our pleasure to perform this work for you. If you need further assistance, please do not hesitate to call us. Thank you.

A handwritten signature in black ink, appearing to read 'Nick Manesh'.

NICK MANESH, Ph.D., PE  
REGISTERED PROFESSIONAL ENGINEER, STATE OF TEXAS  
TBPE FIRM NUMBER 17151



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



DATE: 12-26-2022

2 OF 2

**PRIVATE RESIDENCE**  
1314 N. Locust Street,  
Denton, TX 76201

ISSUE RECORD:		
DATE:	ISSUED FOR:	COMMENT:

**NICK MANESH ENGINEERING,**  
17630 Davenport Rd., Suite #109  
Dallas, TX 75252  
p:(469) 615-0430 f:(972) 865-1354



AB

Ali Bahrami

December 23, 2022 · Money Sent

- \$797.78

Paid with

You'll see  
"PAYPAL  
\*bahrami81"  
on your card  
statement.

Transaction ID

6LK28311VK976570G

Contact info

\$797.78Message Ali Bahrami

Note

Foundation

Details

Sent to Ali Bahrami	\$775.00
Fee	\$22.78

Total	\$797.78
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# Inspection requested for 1314 N Locust StDenton, TX 76201

Inbox

**Nick Manesh** <nickmanesh.asi@gmail.com>

Wed, Dec 21, 2022

to me

Dear Mr. Depalma,

As per your request we can schedule to perform this inspection on Tuesday Dec 27th at 10:30am. The following will be performed during this inspection:

- Foundation Inspection
- Crawl space Inspection
- Drainage Inspection
- Interior/Exterior wall Inspection
- CAD drawing
- Fully drafted report with observations, recommendations with remedial measures if required

The fee to perform this inspection is \$775. (This is due prior to the inspection date with Zelle, Paypal or cashier's check. This fee is only specific for the mentioned scope of work and does not include any designs, quality controls or other inspections if required)

Please confirm and inform your method of payment so we can provide details. Also, please email us a clear copy of the residence or any previous foundation work.

Client's information:

Mr. Tim Depalma

214-514-8528

Regards,

Nick (Senior Structural Engineer, Ph.D, PE, JD)

--

Nick Manesh, Ph.D., PE, JD

CEO and Chief Engineer

<http://www.nickmaneshengineering.com>





This contract is entered into this **5th** day of **Jan. 2023** by and between **BROWN FOUNDATION REPAIR**, hereinafter called **CONTRACTOR**, and **Tim Depalma** hereinafter called **OWNER**, on property located at **1314 N. Locust Denton Tx. 76201**

Phone Home: Office: Cell: **214-514-8528**

<b>A. Drilled Piers</b> (Lifetime Warranty)	<b>B. Pilings</b> (Lifetime Service Warranty)	Mudjacking (Two Year Warranty) Mudpumping (Two Year Warranty)
<b>C. Crawl Space Adjustment:</b> (Five Year Limited Warranty)		
Square foot to be re-shimmed	Wood Replacement	Sill Replacement
Pre-Cast Piers (Five Year Limited Warranty)	Beam Replacement	Sole Replacement
	Joist Replacement	
(Additional Wood Replacement may result in a \$25 per foot Charge)		
<b>D. Drainage:</b> (Two Year Warranty)		
70ft Solid Pipe	Sump Pump	Root Barrier
Basins	Curb Cut	(Two Year Warranty)
159f French Drain	Tunnel Under Sidewalk	

**Other:**

Will install appx. 159ft. of 6" dia. perforated ADS pipe french drain with filter fabric wrap around pipe. Will start appx. 18" deep per Engineers recommendation. Will set in rock up to 1ft. from surface that will be filled in with dirt. Will install plastic liner on inside edge of ditch. Will tie in downspouts into the system with solid 4" dia. ADS pipe. Will drain water out to back parking lot and to side street per diagram.

Brown Foundation will install a 12" diameter steel reinforced pier approximately 9' - 12' deep from ground surface or to refusal of drilling machine. Haunch base to be approximately 4 sq. ft. with an overall thickness of approximately 12". Contractor will mechanically raise perimeter beam to approximate original grade, or as practical. Then pour a 12" diameter pier between beam and haunch.

It is understood and agreed that in order to perform the above described work, sheetrock, wallpaper, brick and other rigid materials may crack. Therefore, the above work estimate does not include any redecorating, repairing, electrical work, or the replacement of any materials not called for in this agreement.

Contractor will repair any water and sewage lines directly damaged during excavation and drilling. Pre-existing plumbing problems, deteriorated pipes, and broken plumbing caused by lifting or mudjacking/mudpumping will not be repaired by Contractor.

Contractor will temporarily remove plants and shrubs which obstruct support installation. All plants and shrubs will be replanted, however BFR is not responsible for possible damage to landscape (i.e. sod, bushes, etc.) et al. underground utilities or lawn sprinklers caused by reasonable and prudent operation of the drilling machine and/or leveling operations.

All warranties issued cover settlement in area repaired under this agreement. Warranty does not cover upheaval or the influx of water.

Contractor is liability insured for customer's protection.

The Owner may order extra work to be done, not contemplated by this agreement, in which event a separate Agreement for such work shall be entered into between the Owner and the Contractor. No oral representation made by anyone can change or modify this Agreement.

Notwithstanding, any provision in this agreement to the contrary, any dispute, controversy, or lawsuit between any of the parties to this agreement about any matter arising out of this agreement, shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association ("AAA") pursuant to the arbitration laws in your state and in accordance with this arbitration agreement and the commercial arbitration rules of the AAA to the extent that any inconsistency exists between this arbitration agreement and such statutes by any court having jurisdiction and in accordance with the practice of such court.

**MOLD AND OTHER CONTAMINANTS:** Contractor and owner expressly agree that Contractor and its employees and agents will not be liable for damages or costs of any type - the Owner will hold harmless and indemnify Contractor from any and all claims or causes of action, including negligence, arising in any way from exposure to or the presence, release, growth or origin of any microorganism, organic or inorganic contaminant including, but not limited to, mold, mildew, fungus, yeast, allergens, infectious agents, wet or dry rot, rust, or read occurring in any way as a result of the services provided and work performed. The provisions contained herein are expressly material to this Agreement and the "cost to the Owner" for the heretofore described "work" is determined in part by the agreement of the Owner to these provisions.

The CONTRACTOR agrees to furnish all materials, labor and insurance required to perform the following items of (WORK):

The OWNER agrees to pay CONTRACTOR the sum of (\$ **18,500.00** ), payable as follows:

1) \$ **9,250.00** upon commencement of work.

2) \$ **9,250.00** upon completion.

The undersigned represents that he is (they are) the owners of the above mentioned premises and that the legal title thereto stands of record in his (her) or their name(s).

IN FOUNDATION LEVELING, CONDITIONS MIGHT APPEAR WHEN WORK IS BEGUN THAT WERE NOT VISIBLE WHEN ESTIMATE WAS SUBMITTED, SUCH AS INSUFFICIENT REINFORCING STEEL IN CONCRETE SLAB AND/OR OTHER ORIGINAL FOUNDATION STRUCTURAL DEFICIENCY. IN SUCH CASE, THE GUARANTEE BECOMES INVALID.

Owner

Salesman

Lee Wormington

Owner

Manager



This contract is entered into this 6th day of Jan. 2023 by and between BROWN FOUNDATION REPAIR, hereinafter called CONTRACTOR, and Tim Depalma hereinafter called OWNER, on property located at 1314 N. Locust St. Denton Tx. 76201  
Phone Home: Office: Cell: 214-514 8528

<b>A. Drilled Piers</b> (Lifetime Warranty)	<b>B. Pilings</b> (Lifetime Service Warranty)	Mudjacking (Two Year Warranty) Mudpumping (Two Year Warranty)
<b>C. Crawl Space Adjustment:</b> (Five Year Limited Warranty)		
1,800 Square foot to be re-shimmed	Wood Replacement	Sill Replacement
21 Pre-Cast Piers (Five Year Limited Warranty)	Beam Replacement	Sole Replacement
	112ft Joist Replacement	
(Additional Wood Replacement may result in a \$25 per foot Charge)		
<b>D. Drainage:</b> (Two Year Warranty)		
Solid Pipe	Sump Pump	Root Barrier (Two Year Warranty)
Basins	Curb Cut	
French Drain	Tunnel Under Sidewalk	

**Other:**

Will install 21 new mono piers beside existing precast pads that are leaning. Will shim off existing piers with metal shims as needed. Will scab onto appx. 112ft. of 2x6 joist. Any additional rotted wood if needed would 45.00 per ft. We will take picture of the wood and would have to be approved by owner. Bid per Nick Manesh Engineering report excluding removing all brick beam and pouring new concrete beam. Will carry a 10yr. warranty on mono piers.

Brown Foundation will install a 12" diameter steel reinforced pier approximately 9' - 12' deep from ground surface or to refusal of drilling machine. Haunch base to be approximately 4 sq. ft. with an overall thickness of approximately 12". Contractor will mechanically raise perimeter beam to approximate original grade, or as practical. Then pour a 12" diameter pier between beam and haunch.

It is understood and agreed that in order to perform the above described work, sheetrock, wallpaper, brick and other rigid materials may crack. Therefore, the above work estimate does not include any redecorating, repairing, electrical work, or the replacement of any materials not called for in this agreement.

Contractor will repair any water and sewage lines directly damaged during excavation and drilling. Pre-existing plumbing problems, deteriorated pipes, and broken plumbing caused by lifting or mudjacking/mudpumping will not be repaired by Contractor.

Contractor will temporarily remove plants and shrubs which obstruct support installation. All plants and shrubs will be replanted, however BFR is not responsible for possible damage to landscape (i.e. sod, bushes, etc.) et al. underground utilities or lawn sprinklers caused by reasonable and prudent operation of the drilling machine and/or leveling operations.

All warranties issued cover settlement in area repaired under this agreement. Warranty does not cover upheaval or the influx of water.

Contractor is liability insured for customer's protection.

The Owner may order extra work to be done, not contemplated by this agreement, in which event a separate Agreement for such work shall be entered into between the Owner and the Contractor. No oral representation made by anyone can change or modify this Agreement.

Notwithstanding, any provision in this agreement to the contrary, any dispute, controversy, or lawsuit between any of the parties to this agreement about any matter arising out of this agreement, shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association ("AAA") pursuant to the arbitration laws in your state and in accordance with this arbitration agreement and the commercial arbitration rules of the AAA to the extent that any inconsistency exists between this arbitration agreement and such statutes by any court having jurisdiction and in accordance with the practice of such court.

**MOLD AND OTHER CONTAMINANTS:** Contractor and owner expressly agree that Contractor and its employees and agents will not be liable for damages or costs of any type - the Owner will hold harmless and indemnify Contractor from any and all claims or causes of action, including negligence, arising in any way from exposure to or the presence, release, growth or origin of any microorganism, organic or inorganic contaminant including, but not limited to, mold, mildew, fungus, yeast, allergens, infectious agents, wet or dry rot, rust, or read occurring in any way as a result of the services provided and work performed. The provisions contained herein are expressly material to this Agreement and the "cost to the Owner" for the heretofore described "work" is determined in part by the agreement of the Owner to these provisions.

The CONTRACTOR agrees to furnish all materials, labor and insurance required to perform the following items of (WORK):

The OWNER agrees to pay CONTRACTOR the sum of (\$ 28,700.00 ), payable as follows:

1) \$ 14,350.00 upon commencement of work.

2) \$ 14,350.00 upon completion.

The undersigned represents that he is (they are) the owners of the above mentioned premises and that the legal title thereto stands of record in his (her) or their name(s).

IN FOUNDATION LEVELING, CONDITIONS MIGHT APPEAR WHEN WORK IS BEGUN THAT WERE NOT VISIBLE WHEN ESTIMATE WAS SUBMITTED, SUCH AS INSUFFICIENT REINFORCING STEEL IN CONCRETE SLAB AND/OR OTHER ORIGINAL FOUNDATION STRUCTURAL DEFICIENCY. IN SUCH CASE, THE GUARANTEE BECOMES INVALID.

Owner	Lee Wormington
Owner	Manager

## Transaction Receipt from Brown Foundation Repair for \$8250.00 (

Inbox x



**Auto-Receipt** <noreply@mail.authorize.net>  
to me

Mon, 1

Thank you for choosing Brown Foundation Repair.

## Order Information

Description: Second Half

---

**Billing Information**

Tim Depalma  
1314 North Locust St.  
76201  
[timdepalma@gmail.com](mailto:timdepalma@gmail.com)

**Shipping Information**

1314 North Locust St.  
76201

---

**Total: \$8250.00 (USD)**

## Payment Information

Date/Time: 6-Feb-2023 8:50:56 CST  
Transaction ID: 43924588273  
Payment Method:  
Transaction Type: Purchase  
Auth Code: 892934

## Merchant Contact Information

Brown Foundation Repair  
Dallas, TX 75229  
US  
[gbrown@brownfoundationrepair.com](mailto:gbrown@brownfoundationrepair.com)  
You can count on Brown!

# Merchant: Brown Foundation Repair

1619 Bluebank RD  
Dallas, TX 75229  
US  
(972) 271-2621

## Order Information

Description: Deposit for 1314 N Locust St  
Order Number:  
Customer ID:  
P.O. Number:  
Invoice Number:

## Billing Information

Tim DePalma  
1314 N Locust St.  
76201  
timdepalma@gmail.com

## Shipping Information

1314 N Locust St.  
76201

Shipping: 0.00  
Tax: 0.00  
Total: USD 1,500.00

## Payment Information

Date/Time: 06-Jan-2023 16:43:26 CST  
Transaction ID: 43864741194  
Transaction Type: Authorization w/ Auto Capture  
Transaction Status: Settled Successfully  
Authorization Code: 791566  
Payment Method:

# Transaction Receipt from Brown Foundation Repair for \$9250.00 (

Inbox x



**Auto-Receipt** <noreply@mail.authorize.net>  
to me

Fri, Jan 27, 2023

Thank you for choosing Brown Foundation Repair.

## Order Information

Description: 1st half for 1314 N Locust St

---

### Billing Information

Marissa Depalma

1314 N Locust St.

76201

[timdepalma@gmail.com](mailto:timdepalma@gmail.com)

### Shipping Information

1314 N Locust St.

76201

---

**Total: \$9250.00 (USD)**

## Payment Information

Date/Time: 27-Jan-2023 10:04:02 CST

Transaction ID: 43900814410

Payment Method:

Transaction Type: Purchase

Auth Code: 499595

## Merchant Contact Information

Brown Foundation Repair

Dallas, TX 75229

US

[gbrown@brownfoundationrepair.com](mailto:gbrown@brownfoundationrepair.com)

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# Transaction Receipt from Brown Foundation Repair for \$14100.00 (USD)

Inbox



**Auto-Receipt** <noreply@mail.authorize.net> 9:59 AM (24 minutes ago)

to me

Thank you for choosing Brown Foundation Repair.

## Order Information

Description: First Half for 1314 N Locust

### Billing Information

Tim Depalma  
1314 N Locust St  
76201  
[timdepalma@gmail.com](mailto:timdepalma@gmail.com)

### Shipping Information

1314 N Locust St  
76201

**Total: \$14100.00 (USD)**

## Payment Information

Date/Time: 6-Mar-2023 9:59:38 CST  
Transaction ID: 43979236162  
Payment Method:  
Transaction Type: Purchase  
Auth Code: 261062

## Merchant Contact Information

Brown Foundation Repair  
Dallas, TX 75229  
US  
[gbrown@brownfoundationrepair.com](mailto:gbrown@brownfoundationrepair.com)  
You can count on Brown!



# Transaction Receipt from Brown Foundation Repair for \$14100.00 (USD)

Inbox



**Auto-Receipt** <noreply@mail.authorize.net> Fri, Mar 10, 2:37 PM (4 days ago)  
to me

Thank you for choosing Brown Foundation Repair.

## Order Information

Description: 2nd half for 1314 N Locust St

## Billing Information

Tim Depalma  
1314 N Locust St  
76201  
[timdepalma@gmail.com](mailto:timdepalma@gmail.com)

## Shipping Information

1314 N Locust St  
76201

**Total: \$14100.00 (USD)**

## Payment Information

Date/Time: 10-Mar-2023 14:37:39 CST  
Transaction ID: 43989049424  
Payment Method:  
Transaction Type: Purchase  
Auth Code: 731064

## Merchant Contact Information

Brown Foundation Repair  
Dallas, TX 75229  
US  
[gbrown@brownfoundationrepair.com](mailto:gbrown@brownfoundationrepair.com)  
You can count on Brown!

A. H. Electrical Service, Inc.  
P.O. Box 1338  
Denton TX 76202

03/20/2023

SALE

Total: \$775.00

Exp. Date:	xx / xx		
Entry Mode:	Keyed		
Name:	DePalma Family Dentistry		
Auth. Code:	359596	QuickBooks Trans. No:	
Trans. ID:	MU0148748631	Merchant No.:	5247710000073221
Terminal ID:	-	AID	-

No additional transfer fees or taxes apply

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Thank you for your business

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Payment services brought by:

Intuit Payments Inc.  
2700 Coast Avenue, Mountain View, CA 94043  
Phone number 1-888-536-4801  
NMLS #1098819

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New Water Pumps & Drainage System





New Drainage System

