

### Landscape and Maintenance Contract

**AGREEMENT** entered into as of this 31st day of July 2021 between Rusticscapes, a Texas Corporation hereinafter called "**CONTRACTOR**" and Bellavita at Green Tee a Texas Corporation, hereinafter called "**ASSOCIATION**".

#### **PURPOSE OF AGREEMENT:**

The purpose of this Agreement is to state the terms and conditions under which the **CONTRACTOR** will provide landscape management services for the property of the **ASSOCIATION** which is located at 1548 North Riveria Circle a property in Pearland, Texas, hereinafter called the "PROPERTY".

In consideration of the mutual promise contained, the parties hereto agree as follows:

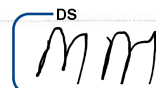
1. **SCOPE OF SERVICE:** **CONTRACTOR** shall perform the landscape maintenance functions as described in the Landscape Maintenance Task Descriptions, Exhibit "A"
2. **MATERIALS AND SUPPLIES:** **CONTRACTOR** will secure at its own expense personnel, equipment and materials required in performing services under this agreement.
3. **COMPENSATION AND METHOD OF PAYMENT:** THE **ASSOCIATION** agrees to pay **CONTRACTOR** as follows:

The cost for the landscape maintenance functions as described in the landscape Maintenance Task Descriptions (Exhibit "A") will be performed by **CONTRACTOR** as outlined in the Function Cost Schedule (Exhibit "B"), shall be the sum of \$408,778.66 based on 42 trips per year

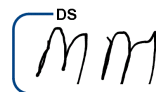
**CONTRACTOR** shall submit invoices to **ASSOCIATION** on a monthly basis for all services performed the 1<sup>st</sup> of the month being serviced. Monthly invoicing will be assessed based upon task and services performed.

**ASSOCIATION** herein has a duty to inspect the **PROPERTY** within five (5) days after any services (as described in Exhibit "A") have been performed by **CONTRACTOR**. If **ASSOCIATION** is dissatisfied with any work performed, notice of such dissatisfaction shall be given to **CONTRACTOR** within seven (7) days to repair or correct such work at no additional cost to **ASSOCIATION**. **ASSOCIATION**'S failure to properly notify **CONTRACTOR** in a timely manner of dissatisfaction with any work called for under this Agreement shall constitute a waiver of any claim **ASSOCIATION** may have in regard to the services rendered by the **CONTRACTOR** under this Agreement.

4. **TERM OF AGREEMENT:** The term of this Agreement shall be for a period of sixty (60) Months, beginning the 1st day of January 2022.
5. **TERMINATION OF AGREEMENT:** For any reason **CONTRACTOR** or **ASSOCIATION** shall have the right to terminate this Agreement by giving Ninety (90) days written notice to either party of such termination.

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6. IRRIGATION SYSTEM: CONTRACTOR agrees to monitor all automatic irrigation system as to proper frequency and duration of supplemental watering. CONTRACTOR will promptly notify **ASSOCIATION** of any malfunction or damage to the irrigation system. The cost of any repair will be billed by the provider and paid directly by the **ASSOCIATION**. Should it be determined that the damage is caused solely by the negligence of the CONTRACTOR, the CONTRACTOR shall repair such malfunction or, if unable to repair such malfunction or damage, pay for all the cost of such repair. Cost may be paid directly by the CONTRACTOR or reduced by **ASSOCIATION** from payment due to CONTRACTOR.
7. WEEKLY MANAGEMENT WORK ORDER: The CONTRACTOR will be responsible for notifying the **ASSOCIATION** of any landscape management problems known to CONTRACTOR through a management work order. This work order shall be mailed to the Association Manager on the day of the maintenance visit.
8. LANDSCAPE MANAGEMENT INSPECTION: **ASSOCIATION** or its designated agent may upon request, require CONTRACTOR to inspect the property with **ASSOCIATION**, or its designated agent for the purpose of reviewing the performance of the Landscape Management Tasks attached as Exhibit board "A"— In addition a monthly activity report will be submitted to the board.
9. MODIFICATION OF CONTRACT; This Agreement may not be modified except in writing and signed by authorized agents of both CONTRACTOR and **ASSOCIATION**.
10. INSURANCE AND BOND: CONTRACTOR shall, at its sole cost and expense, maintain in effect at all times during the full term of this agreement and as otherwise required under the Agreement, insurance coverage with limits not less than those set forth in the Schedule of Insurance Coverages with insurance companies licensed to do business in the State of Texas, rated "A" or better by Best's Rating Guide and acceptable to the **ASSOCIATION** and under forms of policies satisfactory to the **ASSOCIATION**, its officers, directors, shareholders, partners, employees and agents (the **ASSOCIATION**, its officers, directors, shareholders, employees and agents are hereinafter referred to collectively as the "Indemnities"). All such policies shall be written ON AN OCCURRENCE (not claims made) basis.
11. ACTS OF GOD: Notwithstanding anything above to the contrary, in the event that the performance of CONTRACTOR of its services hereunder is interrupted or delayed by extenuating circumstances beyond human control, such as acts of God (rain, freeze, flood, hurricane, war, riots, etc.), the CONTRACTOR shall be excused from providing such services prescribed in this Agreement for such a period as is reasonably necessary after such occurrence to remedy the effect thereof.



SCHEDULE OF INSURANCE COVERAGES

| Coverage                        | Amounts and Limits | Minimum   |
|---------------------------------|--------------------|-----------|
| A. <u>Worker's Compensation</u> |                    |           |
| Worker's Compensation           | Statutory Limits   |           |
| Employee's Liability            |                    | \$100,000 |

The policy shall include a Waiver of Subrogation in favor of the Indemnities.

B. Commercial General Liability

Bodily Injury \$1,000,000 each occurrence or Property Damage equivalent, subject to a \$1,000,000 (Occurrence Basis) applicable to the Agreement

This policy shall be on a form acceptable to the **ASSOCIATION** endorsed to include the indemnities as additional insures, contain a Waiver of Subrogation in favor of the Indemnities, and shall include the following coverage:

1. Premises/Operation
2. Independent Contractors
3. Completed Operations
4. Broad Form Contractual Liability specifically in support of, but not limited to, the indemnity provisions of the Agreement.
5. Broad Form Property Damage
6. Personal Injury Liability with employee and contractual exclusions removed

C. Comprehensive Automobile Liability

|                 |                      |
|-----------------|----------------------|
| Bodily Injury   | \$1,000,000 combined |
| Property Damage |                      |
| single limit    |                      |

This policy shall be on a standard form written to cover all owned, hired and non-owned automobiles. The policy shall be indorsed to include the Indemnities as additional insured's and contain a Waiver of Subrogation in favor of the Indemnities.

D. Umbrella Excess Liability Insurance

Bodily Injury/Property  
Damage (Occurrence Basis)

\$1,000,000 combined  
single limit

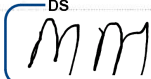
This policy shall be written on an umbrella excess basis above the coverages described in the policies above, endorsed to include the indemnities as additional insured's. In addition, the policy shall be endorsed to provide defense coverage obligations.

**LANDSCAPE MAINTENANCE TASK DESCRIPTIONS**

**EXHIBIT "A"**

(all is in accordance with the scope of work Exhibit B)

- 1. **TURF CARE**
  - A. **MANICURED MOWING:** All turf areas contained within the specific management area shall be accomplished so as to provide a uniform cutting height of 3"-3.5" above soil level of turf, being careful not to remove more than one-third (1/3) of the turf blade at any given mowing frequency.
  - B. **MANICURED EDGING:** All edging shall be removed by choice of blower, vacuum and/or broom, etc.
  - C. **MANICURED SOIL BED EDGING:** Soil bed shall be edged to maintain a vertical line of separation from surrounding turf.
  - D. **MANICURED SOIL TREE RING EDGING:** Soil around tree ring shall be edged to maintain a vertical line of separation from surrounding turf.
  - E. **TURF TRIMMING:** monofilament trimmers are permitted around light poles, fire hydrants, irrigation vacuum breakers, foundations, steel fences, etc.
  - H. **TURF FERTILIZATION:** A balance fertilizer will be used according to the needs of the property. A pre-emergent will be applied in accordance with Exhibit "B" (Scope of Work).
  - I. **TURF WEED CONTROL:** Turf areas will be monitored closely by contractor throughout the growing season. Broadleaf weed control is a routine part of the contract.
  - J. **INSECT AND DISEASE INSPECTION:** All turf areas will be closely monitored by contractor. In the event insect or disease infestation are discovered, the contractor will apply actual chemical control measures
- 2. **SHRUB AND GROUND COVER CARE**
  - A. **PRUNING (shrub):** All shrubs shall be pruned to remove dead and damaged wood to allow

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for natural development of plant material and to create the effect intended by nature and/or design. Pruning should be performed through the growing months to keep the plant material aesthetically pleasing and within its boundaries.

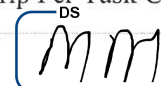
- B. PRUNING (Ground Cover): All ground cover shall be trimmed mechanically either by hand or power equipment, keeping vertical growth at a maximum height of 8' and holding horizontal growth from encroaching sidewalks, curbs, etc.
- C. SHRUBS AND GROUND COVER FERTILIZATION: A balance fertilizer will be used according to the needs of the property. All applications will be applied immediately after mowing frequency.
- D. INSECT AND DISEASE INSPECTION: All shrubs and ground cover will be closely monitored by contractor. In the event insect or disease infestation are discovered, the contractor will apply actual chemical control measures

3. **FLORAL CARE**

- A. WEED REMOVAL: All seasonal beds are to be weed free at all times.
- B. FERTILIZATION: Additional fertilization may be necessary to guarantee proper growth and flower production.
- C. INSECT AND DISEASE INSPECTION: All floral areas will be closely monitored by Contractor. Insect and disease control shall be a responsibility of Contractor and is included in contract.

4. **TREE CARE**

- A. TREE PRUNING: All trees shall have trunk suckers removed, branches rubbed and minor canopy thinning. Drooping branches shall be removed. All pruning equipment shall be sharp, clean and safe. Pruning of any major trees over 4" caliper or taller than 8' high will be treated as major pruning, and special quotation will be submitted.
- B. TREE GUYING INSPECTIONS: (Adjustment as Necessary) Repairs to guying system due to contractor adjustment neglect will be repaired at no cost to **ASSOCIATION**. Contractor shall (at its expense) be responsible for removing and disposing of guying systems when trees reach stand alone ability. No staking or guying system shall be removed without prior management consent.
- C. TREE FERTILIZATION: A deep root fertilization analysis shall be applied per manufacturer's recommendation.
- D. TREE INSECT AND DISEASE INSPECTION: Contractor will closely monitor all trees for insect and disease problems. Treatment is an extra to the **ASSOCIATION** and cost shall be as defined for term of agreement according to "Per Trip Per Task Cost".

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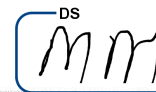
- E. All bed and tree well areas shall be kept free of weeds and neatly mulched at scheduled times.
- F. All bed and tree wells shall be treated for fire ants.

**5. SOIL BED AND TREE RING CARE**

- A. **WEED CONTROL:** The use of pre-emergent herbicide are allowed. Hand weeding will be performed
- B. **MULCH CONTROL:** Application of composite shredded bark mulch will be applied at an average 2" depth standard, and will be performed

**6. MISCELLANEOUS CARE**

- A. **SPRAY LINES:** Hardscaped areas, i.e. concrete and expansion joints, bumper stops, etc. shall be sprayed with a contact herbicide to eliminate weed growth in and around these areas without damaging surrounding turf and/or plant material keeping in mind all safety precautions during applications.
- B. **FIRE ANT CONTROL:** Fire ant Manifestation shall be treated by Contractor when observed during the performance of landscape of landscape maintenance tasks, as a routine service by Contractor.
- C. **IRRIGATION:** The irrigation system will be inspected Monthly. Check clock setting, clock operation, head evaluation and coverage, valve function, rain sensors, vacuum breaker, and that all heads are intact and secure. Contractor will repair/replace any equipment damaged as a result of Contractor's operations, at no cost to the **ASSOCIATION.**
- D. **PLANT MATERIAL DISPOSITION:** All dead plant material, clippings and other debris will be removed and disposed of by Contractor at the end of each visit to the property.
- E. **PARKING LOTS, WALKS AND BUILDING GRADE BEAMS -** All seams (spray lines) in the concrete of these areas shall be kept weed free.



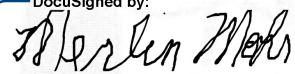
Rusticscapes, LLC

PO BOX 1155 Bellville, TX 77418

**COST SCHEDULE**

|  |                      |
|--|----------------------|
| Annual Front Yard Contract Price w/out Tax:            | \$ 304,427.86        |
| _Monthly Cost w/out Tax:                               | \$ 25,368.98         |
| Common Areas Contract Price w/out Tax:                 | \$ 104,350.80        |
| _Monthly Cost w/out Tax:                               | \$ 8,695.90          |
| <b>Contract \$408778.66 Tax rate 8.25% \$33,724.23</b> | <b>\$ 442,502.89</b> |

**ACCEPTANCE:**

DocuSigned by:  
  
 ASSOCIATION: \_\_\_\_\_  
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**Date:** 8/11/2021

**Contractor:** Rusticscapes LLC  
James Economy  
PO Box 1155  
Bellville TX 77418  
**Date:** 6/28/21

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## Exhibit B

## Front Yards

## SCOPE OF WORK

| FUNCTION   | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | CYCLES |
|--|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--------|
| <b>TURF GRASS</b>  |     |     |     |     |     |     |     |     |     |     |     |     |        |
| 30" Push Mowing/Edging/Line Trimming/Clean-up              | 2   | 2   | 2   | 5   | 4   | 4   | 5   | 4   | 5   | 4   | 2   | 3   | 42     |
| <b>TURF GRASS FERTILIZATION, INSECT &amp; WEED CONTROL</b> |     |     |     |     |     |     |     |     |     |     |     |     |        |
| Round One plus pre-emergent                                |     |     | 1   |     |     |     |     |     |     |     |     |     | 1      |
| Round Two plus insecticide                                 |     |     |     |     | 1   |     |     |     |     |     |     |     | 1      |
| Round Three plus fungicide                                 |     |     |     |     |     |     |     |     | 1   |     |     |     | 1      |
| Fire Ant Control as needed                                 |     |     |     |     |     |     |     |     |     |     |     |     |        |
| Herbicide Hard Services                                    | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 12     |
| <b>SHRUBS, BEDS, GROUNDCOVERS</b>                          |     |     |     |     |     |     |     |     |     |     |     |     |        |
| Hand Weeding   | 2   | 2   | 2   | 5   | 4   | 4   | 5   | 4   | 5   | 4   | 2   | 3   | 42     |
| Shrub Pruning (Tip Pruning only)                           |     |     |     | 1   |     | 1   |     | 1   |     | 1   |     |     | 4      |
| <b>BED FERTILIZATION</b>                                   |     |     |     |     |     |     |     |     |     |     |     |     |        |
| Fertilization  |     |     | 1   |     | 1   |     |     |     | 1   |     |     |     | 3      |
| <b>SITE SUPERVISOR</b>                                     |     |     |     |     |     |     |     |     |     |     |     |     |        |
|  | 2   | 2   | 2   | 5   | 4   | 4   | 5   | 4   | 5   | 4   | 2   | 3   | 42     |
| <b>MULCH</b>   |     |     |     |     |     |     |     |     |     |     |     |     |        |
| Brown Hardwood   | 1   |     |     |     |     |     |     |     |     |     |     |     | 1      |

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Exhibit B (continued)

Common Areas

Scope of Work

| FUNCTION   | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | CYCLES |
|--|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--------|
| <b>TURF GRASS</b>  |     |     |     |     |     |     |     |     |     |     |     |     |        |
| Mowing/Edging/Line Trimming/Blowing                        | 2   | 2   | 2   | 5   | 4   | 4   | 5   | 4   | 5   | 4   | 2   | 3   | 42     |
| Mow and Trim Lake Areas                                    | 1   | 1   | 2   | 2   | 2   | 2   | 2   | 2   | 2   | 2   | 2   | 1   | 21     |
| Perimeter - Mow/Edge/Blowing                               | 1   | 1   | 1   | 1   | 1   | 2   | 2   | 2   | 1   | 1   | 1   | 1   | 15     |
| Herbicide Walkways Gravel Areas                            | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 12     |
|  |     |     |     |     |     |     |     |     |     |     |     |     |        |
| <b>TURF GRASS FERTILIZATION, INSECT &amp; WEED CONTROL</b> |     |     |     |     |     |     |     |     |     |     |     |     |        |
| Round One plus pre-emergent                                |     |     | 1   |     |     |     |     |     |     |     |     |     | 1      |
| Round Two plus insecticide                                 |     |     |     |     | 1   |     |     |     |     |     |     |     | 1      |
| Round Three plus fungicide                                 |     |     |     |     |     |     |     |     | 1   |     |     |     | 1      |
| Fire Ant Control as needed                                 |     |     |     |     |     |     |     |     |     |     |     |     |        |
| Herbicide Hard Services                                    | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 12     |
|  |     |     |     |     |     |     |     |     |     |     |     |     |        |
| <b>SHRUBS, BEDS, GROUNDCOVERS</b>                          |     |     |     |     |     |     |     |     |     |     |     |     |        |
| Hand Weeding   | 2   | 2   | 2   | 5   | 4   | 4   | 5   | 4   | 5   | 4   | 2   | 3   | 42     |
| Shrub Pruning  |     |     | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   |     |     | 8      |
| Roses  |     | 1   |     |     | 1   |     |     |     | 1   |     |     |     | 3      |
| Azaleas (after bloom)                                      |     |     | 1   |     |     |     |     |     |     |     |     |     | 1      |
| Fertilization  |     |     | 1   |     | 1   |     |     |     | 1   |     |     |     | 3      |
|  |     |     |     |     |     |     |     |     |     |     |     |     |        |
| <b>TREES</b>   |     |     |     |     |     |     |     |     |     |     |     |     |        |
| Dormant Prune Crape Myrtles                                |     | 1   |     |     |     |     |     |     |     |     |     |     | 1      |
|  |     |     |     |     |     |     |     |     |     |     |     |     |        |
| <b>IRRIGATION</b>  |     |     |     |     |     |     |     |     |     |     |     |     |        |
| Inspection   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 12     |

| COLOR  | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | CYCLES |
|--------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--------|
| Spring |     |     | 1   |     |     |     |     |     |     |     |     |     | 1      |
| Summer |     |     |     |     |     | 1   |     |     |     |     |     |     | 1      |
| Winter |     |     |     |     |     |     |     |     |     | 1   |     |     | 1      |

| Gutters             | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | CYCLES |
|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--------|
| Clubhouse and Annex |     |     |     |     |     |     |     |     |     |     |     | 1   | 1      |

| De-Winterization/Winterization | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | CYCLES |
|--------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--------|
|                                |     |     | 1   |     |     |     |     |     |     |     | 1   |     | 1      |

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| Mulch          |   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |
|----------------|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---|
| Brown Hardwood | 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 1 |



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