



Landscape Management Agreement

January 1, 2019

Woodbrooke Run

Turf Grass Areas:

- Turf will be mowed on a weekly basis during the growing season and bi-weekly or as needed during dormant season.
- Hardscapes (drives, walkways, paths, curbs, etc.) will be blade edged with each mowing.
- Tree rings and plant beds will be blade edged every other mowing. This promotes stronger turf edges by reducing turf stress associated with edging.

Note: FLC sharpens and changes mower blades daily and cleans equipment each day offsite. This provides a cleaner cut for healthier turf and reduces the chance of weeds and disease spreading from property to property.

Plant Bed Maintenance:

- All ornamental beds will be maintained on a weekly basis on the same schedule as mowing to maintain a resort feel to the property.
- Pre-emergent weed control will be applied two (2) times per year to maintain the integrity and aesthetics of the plant beds.
- Post-emergent weed control will be applied twenty-four (24) times per year.
- Plants and shrubs will be pruned ten (10) times per year and allow the natural habit of each species.
- Flowering plants will be hand pruned to allow the greatest opportunity to bloom.

Fertilization Program:

FLC uses custom blended fertilizers specific to each property we manage. Where needed, soil and plant samples may be forwarded to a lab for analysis. The subsequent report generated by the lab will detail what deficiencies exist and fertilizer shall be mixed and applied accordingly.

Turf Grass:

- Fertilized five (5) times per year.

Flowering Shrubs:

- Treated with sulfur application annually for better intake of nutrients and base minerals for better plant health.
- Fertilized three (3) times per year with custom blend.

Foliar Shrubs:

- Treated with PGR to promote foliar color and inner shrub growth and create a fuller plant.
- Fertilized separately from flowering shrubs with a standard blend.

Pest Control Program:

- Turf will be treated annually for Chinch bug control. Treatments for the control of other pests shall be performed as part of an integrated pest control program as needed.
- Plant beds shall be treated as part of the integrated pest control program to include both granular and spray controllers as needed.
- Inspections for pest infestation shall be made during the regular pruning of shrubs by trained personnel as well as by supervising managers.

Tree and Ornamental Palm Management:

- Ornamental Palms will be pruned to remove yellow or dead fronds and seed pods only.
- All other specimen trees will be pruned as necessary to allow their natural growth pattern.
- Trees will be pruned to maintain a canopy of 15 feet and trimmed away from homes.
- Palms to 28' will be pruned 2x per year.
- Carriage lights will be kept clear of shrubs/tree growth to ensure light is emitted correctly.

Irrigation:

- The entire irrigation system will be tested and inspected monthly to ensure proper operation and water coverage.
- Clocks will be adjusted as necessary for changes in water usage and time changes.
- Relocation of sprinkler heads or repairs made to the system will be billed on a time and materials basis.

Mulch: (optional)

Mulch is an optional and is billed separately from normal monthly maintenance. It is estimated that this community would require approximately 160 yards of Coco Brown mulch. Mulch delivered and currently priced at \$50/yard subject to market pricing. Mulch is charged by amount used only.

Drought Conditions:

Drought in the last few years especially January through May, along with changes in insect species and control products available has made insect control more difficult and more dependent on timely and consistent irrigation systems. State regulations supersede local water restrictions and allow for the irrigation to comply with label recommendation even at times and on days when local regulation prohibits irrigation.

FLC will notify the community if either or both of the conditions below have not been met:

- a. Irrigation is made available within a few days of fertility treatment to water the lawn as directed on the product label. Timers are set by FLC during Wet Checks to allow proper watering but must be in the Auto or On position.
- b. Sufficient and suitable irrigation water is available on a timely basis to prevent drought damage of turf & shrubs.

If any of the following deficiencies arise and are not corrected by the community or unable to be corrected FLC will not assume any responsibility for damage.

- a. Water bans created by state or local rules.
- b. Failure of irrigation systems beyond the control of FLC.
- c. Refusal to irrigate for the needs of plants or turf.
- d. Power failures beyond the control of FLC.
- e. Unavailability of sufficient and suitable water for irrigation for any reason.

Specifications Summary

Woodbrooke Run

| SERVICES | FREQUENCY |
|--|-----------|
| Turf | |
| Mowing | 40x |
| Edging Hardscapes (driveways, sidewalks, roadways, patios) | 40x |
| Edging Softscapes (tree rings, plant beds) | 20x |
| Fertilization | 5x |
| Insect Control (spot treatment as needed) | 4x |
| Weed Control (spot treatment as needed) | 3x |
| Shrubs/Plants | |
| Pruning (plants and shrubs) | 10x |
| Pre-emergent (Beds) | 2x |
| Post-emergent (Beds) | 24x |
| Fertilization | 3x |
| Insecticide (including as needed) | 6x |
| Mulch | Optional |
| Trees & Palms | |
| Pruning of Palm trees (up to 28') | 2x |
| Irrigation | |
| Inspection/Adjustment | 12x |

General Terms and Conditions

Woodbrooke Run

FLC has done a thorough walk through of Woodbrooke Run community in preparation of this document. The application specifications have been carefully designed with the normal climatic conditions of the Manatee County area in mind. Should conditions beyond our control occur, including but not limited to storm, freeze, or drought, corrective treatments and costs will be presented for approval before any additional work will commence. If Woodbrooke Run believes FLC has failed to provide quality service as required by this agreement, Woodbrooke Run may terminate this agreement without penalty, provided Woodbrooke Run first gives FLC written notices (sent by certified mail) detailing such service deficiencies and FLC fails to rectify the problem within 30 days and that all previous balances due to FLC are paid. Any interruption of FLC’s usual operations, or delay or termination of the service provided for in this Agreement by reason of acts of God, or any other cause not within the control of FLC shall not be deemed a violation of the Agreement. If suit becomes necessary in connection with this contract, the prevailing party shall be entitled to recover all costs including reasonable attorney’s fees.

Compensation and Terms

An invoice will be mailed or emailed on the 1st of the current month’s service. It is agreed that the invoice will be paid on or before the 5th day of the following month. Service will begin upon agreement and approval of the contract by an authorized representative of Woodbrooke Run. If no cancellation is issued and no new contract is reached, the services will automatically continue at the last listed price a month until a new contract is reached or until either party gives 30-days written notice to terminate.

| Program Costs Summary: | <u>Monthly</u> | <u>Annually</u> |
|------------------------|----------------|-----------------|
| Year 1 2019 | \$2700.00 | \$32,400.00 |
| Year 2 2020 (optional) | \$2700.00 | \$32,400.00 |

X _____
Authorized Representative
FLC

X _____
Authorized Representative
Woodbrooke Run

Date: _____

Date: _____