

LANDSCAPE MANAGEMENT SPECIFICATIONS
FOR
CATTAIL CREEK

January 23, 2013

SECTION 1 - DEFINITION

- The following landscape management specification establishes the standard for grounds maintenance for Cattail Creek HOA managed by Brodie Management. This standard outlines an efficient and horticulturally sound program of the highest quality, promoting the healthy growth of turf and plant material while ensuring the continual neat appearance of the site. The term of this agreement is January 1, 2013 through December 31, 2017.

SECTION 2 - GENERAL CONDITIONS

2.1

The contractor shall supply and comply with an operational calendar (attached). Such calendar will include frequency and timing of work throughout the year.

2.2 Contractor Personnel

- A. The contractor shall have an experienced supervisor responsible for the site. This supervisor will have a two or four year degree in horticulture and/or a minimum of three (3) years experience in landscape management at a supervisory level.
- B. The contractor shall have only properly trained personnel on site to perform all functions. They shall be trained in proper horticultural and mechanical procedures to ensure that all operations are performed safely and effectively.
- C. All contractor personnel shall be required to wear a clean company uniform. The supervisory personnel's uniform shall be easily distinguished from other personnel. All contractor personnel shall be familiar with management regulations and will conduct themselves in a safe, courteous and professional manner while on site. The supervisor shall conduct weekly reviews of the crew's appearance and hold monthly safety meetings.

SECTION 3 - SCOPE OF WORK

3.1

The contractor shall provide all necessary labor, material, equipment, and fully-trained supervisory personnel to properly maintain all developed land areas within the contract limits,

including lawns, shrubs, groundcover, landscape trees, flowers and well fields. Excluded are owner added plantings.

SECTION 4 - TURF MANAGEMENT

4.1 GENERAL:

All turf areas covered by this contract shall be maintained in a first-class manner at all times. The quality of turf is to be determined by density, color, and uniformity.

4.2 SCOPE:

The work required shall include all labor, supervision, equipment, tools and materials to complete the work outlined in these specifications and in accordance with professional turfgrass management practices.

4.3 MOWING AND TRIMMING:

- A. Turf shall be cut at a height of 3" - 4", as conditions dictate using a rotary-type mower. Blades must be balanced and sharp at all times.
- B. Mowing shall be done frequently enough so that no more than one third of the grass blade is removed per cutting, weather permitting.
- C. Mowing patterns shall be employed to encourage upright growth and permit the recycling of clippings where possible.
- D. Excessive clippings resulting from growth rates exceeding proposed frequencies or that remain as clumps shall be removed from turf areas.
- E. Clippings shall be removed from all paved or mulched surfaces after each mowing.
- F. Trimming around trees, shrubs, signs and foundations shall be performed with each mowing. Work shall be performed using hand labor or mechanical devices, at the contractor's discretion to present a neat and trim appearance.
- G. Mowing of two 'Well Fields' on the north and south side of the property is to occur five (5) times annually. Management will inform Brickman when to commence which will be after the last mowing performed by the Golf Course.

TURF CARE - APPLICATION #1 (March/April)

- A. In a single liquid application, a fertilizer, broadleaf weed control, and pre-emergent crabgrass control will be applied.
 - 1. Fertilizer - Will consist of a slow release liquid nitrogen fertilizer that will deliver a 1 lb actual Nitrogen/1000 SF. It provides good spring green-up but avoids unnecessary surge growth and has a very low burn potential.
 - 2. Broadleaf Weed Control - Broadleaf weeds will be controlled by using 3-way herbicide.
 - 3. Pre-emergent Crabgrass Control - A pre-emergent herbicide will be used to control annual grasses such as crabgrass and goosegrass. In addition to its

ability to control undesirable grasses, it will also provide some pre-emergent activity on summer annual broadleaf weeds such as spurge and oxalis.

Summary:

One liquid application combining fertilizer at ½ lb/1000 SF; weed control at 1.50 ounces 3-way/1000 SF; and pre-emergent.

APPLICATION #2 & #3 (May/ June - September/ early October)

Apply in a single application: 1 lb N/1000 SF of 70% controlled release liquid fertilizer and broadleaf weed control at 1.50 ounces/1000 SF.

APPLICATION #4 (October/ early November)

Apply in a single application: 1 lb N/1000 SF of 70% controlled release granular or liquid fertilizer.

4.5 SOIL TEST:

- A. A soil test shall be conducted before April 1, 2014.
- B. Soil shall be analyzed by an approved laboratory such as the Maryland State Extension Service.
- C. Test results will be kept on file in the Brickman office.

SECTION 5 - SHRUB AND FORMAL HEDGE MANAGEMENT

5.1 GENERAL:

This specification shall cover all items of shrub management.

5.2 SCOPE:

The work required shall include all labor, supervision, equipment, tools and materials to complete the work specified and in accordance with professional horticultural and ornamental practices.

5.3 PRUNING:

A. All deciduous shrubs shall be pruned as necessary throughout the season. Care shall be taken not to remove too much of the flowering surface branches when pruning. The shrubs shall be pruned only as necessary to maintain the natural form. Pruning shall include removing dead or diseased wood or wood that is seriously infested with insects, weak wood that is not productive of bloom, excess suckers and shoots, and irregular growth.

B. Evergreen shrubs including upright Hollies shall be pruned as necessary throughout the season. The shrubs shall be pruned and trimmed to remove winter kill and damage from wind and ice. In late spring, mid-summer and fall, all shrubs shall be pruned and trimmed only as necessary to maintain their natural form.

C. All shrub material, excluding formal hedges, must not be sheared. The plant materials are intended to be maintained in their natural form. All pruning shall be done in such a manner as to enhance the plant's natural growth characteristics. 'Tipping' with shears may be used throughout the growing season to maintain an even appearance.

D. As the property matures, specifications for certain plants have been mutually agreed upon:

- Upright Holly shrub/ trees are to be kept at approximately 7'-8' and formed and maintained in a conical shape.
- Evergreen plants at the foundation are to be kept at window height and away from hose bibs and other utilities for access.

5.4 FERTILIZATION:

A. The fertilization program for shrubs and established shrub beds shall provide the equivalent of .82 pounds nitrogen per 1,000 square feet per year.

B. All fertilizer shall be distributed by hand or hand-held broadcast spreader. Fertilizer shall be applied in the spring.

E. Fertilizer shall be commercial grade, mixed granules or pelletized fertilizer, with not less than fifty percent (50%) of the total nitrogen being slowly soluble.

5.5 WEED CONTROL:

A. All weeds are to be removed from the beds as they appear.

B. Chemical weed control shall be used in shrub beds and tree rings. Pre-emergent shall be applied in March or April during the time period when heaviest seed germination occurs. In addition, a post-emergent herbicide shall be used to kill weed seedlings. Manufacturer's recommendations shall be followed closely.

C. All weeds and grasses growing in the sidewalk cracks and curbs and parking areas shall be controlled with non-selective herbicide as necessary.

5.7 SHRUB AND GROUND COVER DISEASE AND INSECT CONTROL:

A. An employee versed in the recognition, diagnosis and treatment of all major ornamental diseases and pests shall at all times be on the alert for such outbreaks. Management shall be notified of the problem and given information on the type of pesticide used and dates when application will occur.

B. An employee registered as a State of Maryland licensed pesticide applicator and versed in the recognition, diagnosis and treatment of diseases and insect pests shall at all times be on the alert for an outbreak of such pests. Management shall be notified immediately of an outbreak. There are unlimited sprays in this contract.

C. Insecticides and fungicides shall be applied by a State of Maryland licensed applicator. Application shall be as often as necessary to prevent insect and disease damage to shrubs. Rates and timing shall follow manufacturer's recommendations.

D. The principles of integrated pest management shall be followed when applicable. The pest management program shall introduce the least amount of chemical into the landscape as is necessary to achieve accepted levels of control of pest populations.

SECTION 6 - LANDSCAPE TREE MANAGEMENT

6.1 GENERAL:

This section covers landscape tree management. Landscape trees are defined as trees with a caliper of 8" or less when measured 24" from ground level. The contractor shall be responsible for normal maintenance specified below. Landscape and ornamental tree pruning is limited to work that can be reached from the ground with hand pruners, pole saws, or pole clips. Large scale tree pruning shall be handled by our tree care crews on a work order basis.

6.2 SCOPE:

The work required shall include all labor, supervision, equipment, tools and materials to complete the work specified and in accordance with professional arboricultural practices.

6.3 PRUNING:

- A. All landscape trees shall be pruned as necessary to remove over-extended, dead, dangerous, broken, cross or otherwise unsightly branches.
- B. Ornamental trees shall be pruned to remove dead or damaged branches and to develop the natural form of the plant. Sucker growth from the base at soil level or below shall be removed.
- C. At an as needed basis, determined by the Landscape Committee and Brickman landscape trees shall be pruned once each season to remove all dead, damaged and low-hanging branches.

SECTION 7 - USE OF CHEMICALS

7.1

All chemicals utilized by the contractor shall be sent to the management representative prior to application and must meet all federal, state and local regulations.

7.2

Contractor personnel shall wear protective clothing and devices during all chemical operations as required by law and/or manufacturer's directions.

7.3

Contractor shall be a licensed pesticide applicator in the State of Maryland and licensee shall be present on site during any chemical applications.

SECTION 8 - SPRING CLEAN UP

A general spring clean up shall occur in February or March. This work shall include leaf removal and policing the grounds and window wells to remove trash and other over wintering debris.

SECTION 9 - MULCH

9.1

Mulch shall be top grade, double-shredded, color enhanced, composted material, free of all debris.

9.2

Mulch shall be applied to all previously mulched tree rings, shrub beds and hedge beds once each spring, maintaining a depth of 2 inches. Excluded are owner added plantings. Areas now include all perimeter and Waste Water Treatment Facility trees.

9.3

All mulched areas shall be edged once per season creating a definite edge between turf and bed/tree ring. There shall be no encroachment of turf into mulched areas and no spillover of mulch into turf areas.

9.4

All mulched areas shall be kept free of any grass clippings.

9.5

All excess soil generated by the edging process shall be removed prior to mulching.

SECTION 10 - LEAF MANAGEMENT

10.1

All leaves shall be completely removed from lawn areas and walkways a minimum of three times each fall. This will be accomplished through a combination of 'shredding' and removal. Shredding is a horticultural friendly operation of mowing piles of leaves leaving a much reduced pile of leaf fiber which will be redistributed through blowing evenly back onto the lawn surface.

10.2

All leaves shall be completely removed from all mulched bed areas and tree rings and window wells three times each autumn and once in spring (spring clean up).

SECTION 11 - HOLIDAY DÉCOR

The week prior to Thanksgiving, install owners (stored on site) garland and Holiday Decorations at entry walls. Maintain display through out season. The first week of January remove wreath and garland and store.

Your signature affixed to the duplicate copy of this proposal shall constitute a contract between us.

Sincerely,

BRICKMAN

John Smith
Account Manager

I have read the foregoing proposal for Cattail Creek HOA, including terms of payment, and hereby accept it.

ACCEPTED:

Elizabeth Hagerly, Agent VCC

PLEASE PRINT:

ELIZABETH HAGERLY

TITLE:

Agents and Property Manager for VCC

DATE:

1/28/13

BILLING INFORMATION:

PERSON:

ELIZABETH HAGERLY

TITLE:

PROPERTY MANAGER

ADDRESS:

% BRODIE MANAGEMENT

110 OLD PADONIA ROAD, SUITE 202
COCKEYSVILLE, MD 21030

PHONE:

(410) 825-6060



Terms and Conditions:

This Landscape Services Agreement (this "Agreement") is made as of January 23, 2012 between BRODIE MANAGEMENT on behalf of itself and, if other than the record landowner of the Landscape Site(s), in its capacity as agent for the record landowner of the Landscape Site, known as CATTAIL CREEK , (collectively and together with their respective successors and assigns, "Client") and The Brickman Group, LLC, a Delaware corporation ("Brickman").

The term of this agreement shall be 60 months commencing January 1, 2013 and terminating on December 31, 2017 (the "Initial Term").

BRICKMAN Services

Definitions

"Services" means the landscape services described in the "Scope of Services" attached hereto.

"Landscape Site" means the exterior landscaped areas for the site(s) identified on Scope of Landscape Services where Services will be furnished by Brickman in accordance with the Scope of Landscape Services.

Services

During the term of this Agreement, Brickman shall provide, or arrange for the provision of, the Services.

Brickman shall provide the Services in accordance with applicable professional horticulture standards using trained, uniformed, and properly supervised personnel, and properly maintained equipment.

Brickman shall promptly remove all of its tools, equipment, surplus materials, landscape waste materials and rubbish from the Landscape Site after rendering Services.

Any regulated substances required to be applied as part of the Services shall be applied in accordance with applicable regulations by properly licensed personnel. Other materials shall be applied in accordance with the manufacturer's directions.

Work Orders

If Customer requests services from Brickman which are not set forth on the Scope of Landscape Services, Brickman may provide such services pursuant to a written work authorization signed by the Client (a "Work Authorization"). For services furnished pursuant to a Work Order, payment shall be made as provided by such Work Order or upon completion if not indicated on such Work Order.

Insurance

During the term of this Agreement, Brickman will maintain general liability insurance and worker's compensation insurance covering the activities of Brickman in connection with the Services. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided upon request.

CLIENT

Client will cooperate with Brickman and will schedule adequate access to the Landscape Site(s) as required to perform the services.

If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.

Client shall provide written notice to Brickman of any proposed change in the ownership or management of the Landscape Site(s) at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve the Client of its obligations hereunder, including, but not limited to the payment of the Service Fee, unless the Client shall have given proper notice of termination pursuant to this agreement

SERVICE FEE

For Services furnished pursuant to this Agreement, Client shall pay Brickman an annual fee of \$69,482.00 ("Service Fee").

The Service Fee shall be subject to an annual adjustment as provided pursuant to this Agreement.

Payment of the Service Fee shall be made either in advance in 12 equal monthly installments not later than the 10th day of each month beginning with the first full month after the date of this Agreement or, where applicable, in pursuant to the Billing Schedule attached hereto.

Late payments shall be subject to a service charge. The service charge shall be equal to the lower of 1.5% per month (18% per year) and the highest rate permitted by law, times the unpaid balance of the Service Fee. In addition to the service charge Client shall reimburse Brickman for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by Brickman in collecting unpaid Service Fees and service charges.

The parties hereby acknowledge that, notwithstanding any Billing Schedule attached hereto, the types and frequency of the Services to be performed each month throughout the year may vary according to seasonal requirements. Consequently, in the event this Agreement is terminated on a date other than an anniversary date of this Agreement, the actual amount of the Service Fee owed by Client for such partial year may be in excess of the aggregate amount of all monthly billings for such partial year. In such event, the Client agrees to pay immediately upon termination of this Agreement the unpaid balance of the Service Fee, if any.

GENERAL PROVISIONS

This Agreement shall be governed by the law of the state in which the Landscape Site is located.

Neither party may assign this Agreement without the prior written consent of the other party; *provided, however*, Brickman may subcontract work hereunder without the prior written consent of the Client. This Agreement is binding on, and inures to the benefit of, the parties hereto (including the record owner of the Landscape Site(s) if other than the Client) and their respective heirs, legal representatives, successors and permitted assigns.

This Agreement, together with all schedules attached hereto, constitutes the entire agreement of the parties with respect to the Services and supersedes all prior contracts or agreements with respect to the Services, whether oral or written.

Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both the Client and Brickman.

The waiver by the Client or Brickman of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by the Client or Brickman of such provision or any other provision.

Brickman's total liability for any losses, damages and expenses of any type whatsoever incurred by Client or any of its affiliates, guests, tenants and lessees (collectively, "Losses") which is caused directly or indirectly by any/all acts or omissions by Brickman in connection with, or related to, the provision of Services hereunder, including, but not limited to, any breach of Brickman's obligations hereunder, shall be limited solely to direct and actual damages in an aggregate amount not to exceed the amounts actually paid to Brickman hereunder. In no event will Brickman be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to Brickman in advance or could have been reasonably foreseen by Brickman. Further, Brickman shall not be liable for any Losses resulting from the provision of Services hereunder, if such Losses are due to causes or conditions beyond its control.

TERMINATION

Brickman and Client shall each have the right to terminate this Agreement without cause on sixty (60) days prior written notice to the other.

In the event that either Brickman or Client shall give written notice to the other that such party has materially breached the terms of this Agreement and said breach is not cured within thirty (30) days following the giving of such notice, the party giving such written notice shall have the right to immediately terminate this Agreement in addition to exercising other remedies at law or in equity.

Brickman or Client may immediately terminate this Agreement upon written notice to the other if either party (i) makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy is filed by or against such party or (iii) all or substantially all of the such party's property is levied upon or sold in a judicial proceeding.

Brickman may immediately terminate this Agreement upon written notice to the Client in the event of nonpayment of either (a) the Service Fee, as provided herein or (b) any other valid charges for work performed by Brickman and authorized by the Client.

Client agrees that the equal monthly payment schedule described herein in no way represents the value of work performed in any given month but is simply for the convenience and accommodation of the Client. In the event of cancellation for any reason, the adjusted contract value for the year of termination will be computed as the product of (a) the sum of the percentages shown below for every month in the adjusted contract period and (b) the full annual value of the contract during the year of termination. Client agrees to remit, within 30 days of cancellation, the full adjusted contract value less any payments previously received by Brickman for the contract year.

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
3%	7%	12%	10%	13%	10%	8%	7%	10%	12%	6%	2%

THIS AGREEMENT IS ENTERED INTO AS OF THE DATE FIRST WRITTEN ABOVE.

By signing this Agreement in the space provided below, Client hereby represents and warrants on behalf of itself that it has full power and authority to enter into the terms of this Agreement and that this Agreement is a legally binding obligation of Customer.


If Client is other than the record owner of the Landscape Site(s), Customer hereby represents and warrants that it has full power and authority to enter into the terms of this Agreement on behalf of itself and such record owner and that this Agreement is a binding obligation of Client and the record owner of the Landscape Site.

THE BRICKMAN GROUP, E.L.C.

By: 
Name: JOHN SMITH
Title: ACCOUNT MANAGER

Date: 1/23/2012

CLIENT

By:  Agent for Villas @ Cattail Creek
Name: ELIZABETH HABETZ
Title: PROPERTY MANAGER
Date: 1/25/13

Billing Information:

Site Name: CATTAIL CREEK
 Site Location: COUNTRY CLUB DRIVE - GLENWOOD, MD.
 Site Contact: LIZ HABERTY
 Phone #: (410) 825-6260 Fax #: (410) 296-1889
 Pager #: _____ Cell #: (443) 695-0310
 Billing Contact: LIZ HABERTY
 Billing Address: 66 BRODIE MANAGEMENT
110 OLD PADDENHAWK ROAD, SUITE 202
COCKEYSVILLE, MD 21030

The Brickman Group, LLC. Contact: JOHN SMITH
 Phone #: 410-365-8192
 Fax #: _____
 Cell #: _____
 Address: _____

Billing Schedule:

<u>1st Year of Contract</u>	
Annual Contract Value	\$69,482
# of Payments	12

<u>Due Dates:</u>	<u>Amount Due</u>
Jan 1, 2013	\$ 5,790.17
Feb 1, 2013	\$ 5,790.17
Mar 1, 2013	\$ 5,790.17
Apr 1, 2013	\$ 5,790.17
May 1, 2013	\$ 5,790.17
Jun 1, 2013	\$ 5,790.17
Jul 1, 2013	\$ 5,790.17
Aug 1, 2013	\$ 5,790.17
Sep 1, 2013	\$ 5,790.17
Oct 1, 2013	\$ 5,790.17
Nov 1, 2013	\$ 5,790.17
Dec 1, 2013	\$ 5,790.17

<u>2nd Year of Contract</u>	
Annual Contract Value	\$69,482
# of Payments	12

<u>Due Dates:</u>	<u>Amount Due</u>
Jan 1, 2014	\$ 5,790.17
Feb 1, 2014	\$ 5,790.17
Mar 1, 2014	\$ 5,790.17
Apr 1, 2014	\$ 5,790.17
May 1, 2014	\$ 5,790.17
Jun 1, 2014	\$ 5,790.17
Jul 1, 2014	\$ 5,790.17
Aug 1, 2014	\$ 5,790.17
Sep 1, 2014	\$ 5,790.17
Oct 1, 2014	\$ 5,790.17
Nov 1, 2014	\$ 5,790.17
Dec 1, 2014	\$ 5,790.17

<u>3rd Year of Contract</u>	
Annual Contract Value	\$69,482
# of Payments	12

<u>Due Dates:</u>	<u>Amount Due</u>
Jan 1, 2015	\$ 5,790.17
Feb 1, 2015	\$ 5,790.17
Mar 1, 2015	\$ 5,790.17
Apr 1, 2015	\$ 5,790.17
May 1, 2015	\$ 5,790.17
Jun 1, 2015	\$ 5,790.17
Jul 1, 2015	\$ 5,790.17
Aug 1, 2015	\$ 5,790.17
Sep 1, 2015	\$ 5,790.17
Oct 1, 2015	\$ 5,790.17
Nov 1, 2015	\$ 5,790.17
Dec 1, 2015	\$ 5,790.17

<u>4th Year of Contract</u>	
Annual Contract Value	\$72,956
# of Payments	12

<u>Due Dates:</u>	<u>Amount Due</u>
Jan 1, 2016	\$ 6,079.67
Feb 1, 2016	\$ 6,079.67
Mar 1, 2016	\$ 6,079.67
Apr 1, 2016	\$ 6,079.67
May 1, 2016	\$ 6,079.67
Jun 1, 2016	\$ 6,079.67
Jul 1, 2016	\$ 6,079.67
Aug 1, 2016	\$ 6,079.67
Sep 1, 2016	\$ 6,079.67
Oct 1, 2016	\$ 6,079.67
Nov 1, 2016	\$ 6,079.67
Dec 1, 2016	\$ 6,079.67

<u>5th Year of Contract</u>	
Annual Contract Value	\$72,956
# of Payments	12

<u>Due Dates:</u>	<u>Amount Due</u>
Jan 1, 2017	\$ 6,079.67
Feb 1, 2017	\$ 6,079.67
Mar 1, 2017	\$ 6,079.67
Apr 1, 2017	\$ 6,079.67
May 1, 2017	\$ 6,079.67
Jun 1, 2017	\$ 6,079.67
Jul 1, 2017	\$ 6,079.67
Aug 1, 2017	\$ 6,079.67
Sep 1, 2017	\$ 6,079.67
Oct 1, 2017	\$ 6,079.67
Nov 1, 2017	\$ 6,079.67
Dec 1, 2017	\$ 6,079.67