



# Landscape Management Agreement

The Trace HOA

Prepared by  
David Williams



## Proposal #2118

**Date: October 6, 2025**

**Contract Start Date:  
January 1, 2026**

Customer:
Kalyn Robbins Grandchester Meadows Inc. PO Box 1149 Apex, NC 27502

Property:
The Trace HOA 1016 Dotson Way Apex, NC 27523

## Landscape Maintenance Contract - The Trace HOA

### Property Map & Service Area

- See map attached to e-mail with proposal. If no map was attached with the contract proposal, please contact us.
- Areas outlined in red on the map will be maintained as per the scope of work.
- Any areas that are wooded and do not contain turf, contractor applied mulch or installed plantings will be left as a natural area and only serviced per additional contract agreement.

### Additions/Exceptions to the Contract:

- Maintenance of fenced in backyards are included in contract
- Flower bed maintenance is included in contract (2x rotation annually)

### Fixed Payment Services

Description of Services	Frequency	Cost per Occ.	Annual Cost
<b>Core Maintenance Services</b>			
Summer Core Services	36	\$462.01	\$16,632.36
Winter Core Services	8	\$132.62	\$1,060.96
Leaf Removal	4	\$160.47	\$641.88
<b>Turf Care</b>			
Turf Application 1	1	\$295.53	\$295.53
Turf Application 2	1	\$295.53	\$295.53
Turf Application 3	1	\$338.69	\$338.69
Turf Application 4	1	\$295.53	\$295.53
Turf Application 5	1	\$338.69	\$338.69
Turf Post Emergent	3	\$109.74	\$329.22
Core Aeration & Overseeding	1	\$1,328.10	\$1,328.10
<b>Tree &amp; Shrub Care</b>			
Prune Trees	1	\$88.11	\$88.11
<b>Flower Installation &amp; Maintenance</b>			
Summer Flowers	1	\$656.22	\$656.22
Fall Flowers	1	\$676.42	\$676.42
Flower Fertilization	12	\$30.23	\$362.76
<b>Annual Maintenance Price</b>			<b>\$23,340.00</b>

### Optional Services

Optional services are not included in the current pricing. Please contact us if you would like to have any of these services added.	Frequency	Cost per Occ.	Annual Cost
Turf Lime Application	1	\$245.62	\$245.62

Dyed Hardwood Mulch Installation	1	\$2,498.90	\$2,498.90
Dyed Pallet Mulch Installation	1	\$2,617.96	\$2,617.96
Pine Straw Mulch Installation	1	\$459.00	\$459.00
Trench Edge Beds	1	\$241.09	\$241.09

## Payment Schedule

Schedule	Price	Sales Tax	Total Price
January	\$1,945.00	\$0.00	\$1,945.00
February	\$1,945.00	\$0.00	\$1,945.00
March	\$1,945.00	\$0.00	\$1,945.00
April	\$1,945.00	\$0.00	\$1,945.00
May	\$1,945.00	\$0.00	\$1,945.00
June	\$1,945.00	\$0.00	\$1,945.00
July	\$1,945.00	\$0.00	\$1,945.00
August	\$1,945.00	\$0.00	\$1,945.00
September	\$1,945.00	\$0.00	\$1,945.00
October	\$1,945.00	\$0.00	\$1,945.00
November	\$1,945.00	\$0.00	\$1,945.00
December	\$1,945.00	\$0.00	\$1,945.00
	<b>\$23,340.00</b>	<b>\$0.00</b>	<b>\$23,340.00</b>

### **Summer Core Services**

All accessible turf areas shall be mowed on an agreed upon schedule during the growing schedule. Weather conditions may dictate mowing schedule. Turf areas inaccessible to mowers will be trimmed to a height consistent with the mowed turf. Debris created from the mowing process will be blown from walks and paved areas. The edging of all walk and curb areas shall be performed every other mowing visit or as indicated on the Pricing Summary Frequency. The edging of all walk and curb areas shall be performed every other mowing visit or as indicated on the Pricing Summary Frequency.

Mechanical and chemical methods shall be used to control weeds in sidewalks, parking lots and plant beds.

All shrubs shall be trimmed according to the best practices for the variety of plant and the time of the year. Shrubs will be trimmed to maintain their current shape and will be allowed to grow throughout the season and will NOT be kept sheared at all times. The final shrub trimming in the Fall will see shrubs sheared of current year's growth to maintain the current shape. Shrub rejuvenation or heading back is an additional charge.

***\*Fenced or gated patios are considered private property and will not be serviced as a part of the common area unless explicitly noted in this contract.***

### **Winter Core Services**

Policing for trash, weeds, and other debris as well as litter removal and blowing of walks/paved areas every other week or as indicated on the Pricing Summary Frequency.

### **Leaf Removal**

Fallen leaves will be removed from the maintained areas, to include blowing, raking, vacuuming, mowing, and mulching. Weather conditions may dictate the timing of the process and the method of leaf removal. Leaves will be blown into large wooded natural areas if available on the property. Leaves may not be removed 100% on each property visit during leaf drop season.

### **Turf Application 1**

Turf areas will be fertilized with the proper blend of fertilizer, pre-emergent weed prevention and post-emergent weed control based on the turf type and seasonal needs.

### **Turf Application 2**

Turf areas will be fertilized with the proper blend of fertilizer, pre-emergent weed prevention and post-emergent weed control based on the turf type and seasonal needs.

### **Turf Application 3**

Turf areas will be fertilized with the proper blend of fertilizer, pre-emergent weed prevention and post-emergent weed control based on the turf type and seasonal needs.

### **Turf Application 4**

Turf areas will be fertilized with the proper blend of fertilizer, pre-emergent weed prevention and post-emergent weed control based on the turf type and seasonal needs.

### **Turf Application 5**

Turf areas will be fertilized with the proper blend of fertilizer, pre-emergent weed prevention and post-emergent weed control based on the turf type and seasonal needs.

### **Turf Post Emergent**

The application of post-emergent weed control products to the turf areas, based on season, target weeds, and turf type

### **Core Aeration & Overseeding**

The aeration of turf areas with either a core aerator or shatter tine aerator depending on size of area, turf health, and soil type followed by overseeding to replenish turf density with the proper seed type depending on the existing turf type.

### **Prune Trees**

Trees up to 12' tall shall be pruned to remove dead, diseased, and cross branches to improve light and air circulation within the canopy.

Trees will be maintained to allow for 8' head room clearance.

Tree pruning above 12' and Crepe Myrtle hard pruning is an additional charge.

### **Summer Flowers**

The removal of existing annual plants, soil cultivation, installation of 4" annuals at a determined spacing based on plant type, and the addition of fertilizers, plant health products, mulch, and initial watering. Annual flower installation is based on existing beds at the time the initial contract was signed. The addition of more annual planting beds or increasing the size of existing beds will be at an additional charge to be paid outside of the contract pricing. (Removal of excessive mulch build up is an additional charge)

### **Fall Flowers**

The removal of existing annual plants, soil cultivation, installation of 4" annuals at a determined spacing based on plant type, and the addition of fertilizers, plant health products, mulch, and initial watering. Annual flower installation is based on existing beds at the time the initial contract was signed. The addition of more annual planting beds or increasing the size of existing beds will be at an additional charge to be paid outside of the contract pricing. (Removal of excessive mulch build up is an additional charge)

### **Flower Fertilization**

Periodic fertilization and fungicide (3-6 weeks) as necessary based on plant type and weather conditions.

---

## **Optional Services**

---

### **Turf Lime Application**

The application of lime to the turf areas, based on the soil analysis pH level.

### **Dyed Hardwood Mulch Installation**

Dyed hardwood mulch shall be applied to all planting beds currently mulched to a specific depth or quantity. Removal of excessive mulch build up is an additional charge.

***\*Mulch figures reflect a top-coating of mulch and based on observable bed area at the time of proposal submission. All measurements are subject to change based on alterations to bed areas, time in between mulch installations (age of existing mulch) and/or client requests for increased depth of the mulch. Future pricing may be different based on prevailing local mulch pricing and labor rates.***

### **Dyed Pallet Mulch Installation**

Dyed pallet mulch shall be applied to all planting beds currently mulched to a specific depth or quantity. Removal of excessive mulch build up is an additional charge.

***\*Mulch figures reflect a top-coating of mulch and based on observable bed area at the time of proposal submission. All measurements are subject to change based on alterations to bed areas, time in between mulch installations (age of existing mulch) and/or client requests for***

***increased depth of the mulch. Future pricing may be different based on prevailing local mulch pricing and labor rates.***

### **Pine Straw Mulch Installation**

Pine straw mulch shall be applied to all planting beds currently mulched to a specific depth or quantity. Removal of excessive mulch build up is an additional charge.

***\*Mulch figures reflect a top-coating of mulch and based on observable bed area at the time of proposal submission. All measurements are subject to change based on alterations to bed areas, time in between mulch installations (age of existing mulch) and/or client requests for increased depth of the mulch. Future pricing may be different based on prevailing local mulch pricing and labor rates.***

### **Trench Edge Beds**

Beds will be trench edged using the proper "V" type mechanical blade and hand tools to established a definitive edge

## Terms & Conditions

### **General Terms**

U.S. Lawns shall furnish all supervision, labor, materials, and equipment required to maintain the landscape throughout the contract period. The scope of our services shall be limited exclusively to those items approved on the Pricing Summary page. Additional services, terms, and conditions may be a part of this agreement if included in exhibits attached hereto, or later agreed to by both parties.

U.S. Lawns assumes no liability for damages or consequential damages caused by conditions beyond our control. It is understood and agreed that U.S. Lawns is not liable for any damage that is not caused by the negligence of U.S. Lawns, its agents or employees.

U.S. Lawns shall perform in accordance with the written terms and specifications contained or referred to in the Landscape Maintenance Proposal / Agreement, Exhibits, or other written documents or drawings attached to the Agreement. U.S. Lawns reserves the right to renegotiate the contract when the price or scope of work is affected by changes to any local, state, or federal law, regulation, or ordinance that goes into effect after the Agreement is signed.

### **Property Boundaries**

Attached to the original email with this proposal is a map that defines the boundaries of the service area for the property. By signing this contract client agrees to this service area. Any additional areas outside of this map are not included and will be an additional cost. Areas that have been included in the property map but are clearly part of a natural area not subject to maintenance services, are not part of the service area of the contract and will be serviced as part of a separate proposal as requested by the Client.

### **Bio-Hazards / Hazardous Materials**

Unless specifically included in the scope of work U.S. Lawns shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards or considered hazardous materials on the Client's property. This includes, but is not limited to, items such as hypodermic needles, items containing bodily fluids, clothing or materials used in the process of cleaning up bodily fluids, or items that may be considered hazardous.

### **Excess Debris Cleanup & Acts of God**

U.S. Lawns is not responsible for the condition of the landscape due to drought, freeze, irrigation deficiencies, storm damage, other acts of God, or regulations imposed by governing authorities. Debris caused by acts of God such as thunderstorms, high winds, hail, floods, snow, ice or other weather events will be considered a non-maintenance repair or clean up subject to additional fees. Please speak with your account manager to obtain a separate authorization and pricing schedule.

Upon arrival of our crews for scheduled maintenance, trash will be picked up where needed when it will interfere with the performance of maintaining the property. Dumpster areas and excessive non-landscape debris will be removed at an additional charge to be approved by management.

This contract assumes that the property has been maintained to a reasonable standard upon service commencement. Any services included in this contract that have not been kept up to date prior to U.S. Lawns taking over, may require an additional fee to bring the property back to a point where routine maintenance can be performed within the intended scope of work. Examples include, but are not limited to, excessive weeds, bare turf areas, low hanging limbs, dead shrubs, trash and organic debris, etc.. For example, U.S. Lawns is not responsible for removal of large piles of debris left by the previous service provider, tenants, homeowners or onsite staff and removal may be at an additional charge.

### **Pest Control / Fertilization**

If included in the scope of the Proposal / Agreement U.S. Lawns shall be responsible for selecting control materials from a list of products approved for specific use by the U.S. Environmental Protection Agency, or other agencies with regulatory responsibility over the specific use, and affirmed for that use by the appropriate State Government. MSDS product information will be available for all applications performed. As for any uncontrollable pest, where no effective product has been discovered and approved for the specific plant and site use, or where approval has been cancelled by regulatory authorities, U.S. Lawns shall not be accountable for the control or repair of any damage associated with

the uncontrollable pest. Furthermore, where new pest problems develop that are not controllable by the reasonable legal use of available approved pest control materials, U.S. Lawns will not be responsible for control or repair of damage caused by such uncontrollable pests.

### **Irrigation**

Sufficient water must be available on a timely basis to prevent drought damage to turf grass, shrubs, trees, and flowers. Deficiencies arising from any of the following conditions are grounds to terminate the expressed or implied warranty on plants:

- \*Water bans issued by governing bodies
- \*Failure of irrigation systems beyond U.S. Lawns' control
- \*Failure of Client to maintain irrigation system in effective working condition
- \*Refusal to irrigate for needs of plants
- \*Power failures beyond U.S. Lawns' control
- \*Unavailability of sufficient and suitable water for irrigation of any reason

Sufficient water must be available at the time of treatment for insect and diseases, as well at the time of fertilizer and control applications, to comply with the instructions for use of the products. In the event sufficient water is not available U.S. Lawns cannot guarantee the effectiveness of such treatments.

### **License and Permits**

U.S. Lawns will comply with all licenses and permit requirements of the City, State, and Federal Governments, as well as all other requirements of law.

### **Taxes**

U.S. Lawns agrees to pay taxes applicable to its work under this contract, including sales tax on material supplied where applicable.

### **Insurance**

U.S. Lawns agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law.

### **Liability**

It is understood and agreed that U.S. Lawns is not liable for any damage of any kind whatsoever that is not caused by the negligence of U.S. Lawns, its agents or employees.

### **Subcontractors**

U.S. Lawns reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

### **Access to Job Site**

Client shall furnish access to all parts of jobsite where U.S. Lawns is to perform work as required by this Agreement or other functions related thereto, during normal business hours and other reasonable periods of time, and in the case of after-hours emergencies.

### **Notice of Defect**

Client shall give U.S. Lawns at least ten (10) business days written notice to correct any problem or defect discovered in the performance of the work required under this Agreement. U.S. Lawns shall not accept any deduction or offset unless such written notice is given and U.S. Lawns agrees to the offset.

### **Assignment**

The Client and U.S. Lawns respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this agreement. Neither the Client nor U.S. Lawns shall assign or transfer any interest in this Agreement without written consent of the other party.

### **Disputes**

This Agreement shall be governed by and construed in accordance with the laws of the state where the Contract Duties are to be performed. In the event of any action for breach of or to enforce or declare



Property: The Trace HOA  
 Street Address: 1016 Dotson Way  
 City: Apex



😊 On-Site Manager:	<u>No</u>	🚫 Irrig. Clocks:	<u>0</u>	1 Gate Code 1:	<u>N/A</u>
🐾 Dog Stations:	<u>0</u>	💧 Backflows:	<u>0</u>	2 Gate Code 2:	<u>N/A</u>
♻️ Trash Cans:	<u>0</u>	🌸 Flower Beds:	<u>0</u>	P Retention Ponds:	<u>0</u>

Weekly
  Bi-Weekly
  Monthly
  Bi-Monthly

Notes: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_