# LANDSCAPE MANAGEMENT AGREEMENT

**AGREEMENT** entered into as of this 1st day of November, 2026, between JMAS Texas Lawn Care Corp., a Texas Corporation, hereinafter called "**CONTRACTOR**", and Williamsburg Settlement Maintenance Association, Inc., a Texas Corporation, hereinafter called "**OWNER**".

**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 OWNER, which is located at Mason Rd. & Colonial Parkway-Williamsburg Settlement Maintenance Association, Inc. subdivision in Katy, Texas, hereinafter called the "PROPERTY".

In consideration of the mutual promises herein 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. (See attached Exhibit "A" and Frequency Schedule Exhibit "B".)

2. AREAS TO BE MAINTAINED: See attached Exhibit "C" for description of designated areas to be maintained.

3. MATERIALS AND SUPPLIES: CONTRACTOR will secure at its own expense personnel, equipment and materials required in performing services under this Agreement.

4. COMPENSATION AND METHOD OF PAYMENT: The OWNER agrees to pay CONTRACTOR as follows:

   The cost for the landscape maintenance functions as described in the Landscape Maintenance Task Descriptions (Exhibit "A") to be performed by CONTRACTOR as outlined in the Function Cost Schedule (Exhibit "D"), shall be the sum of **$41,820.00** based upon 42 visits. Said sum includes payment of all sales taxes at the then-current rate established by applicable governing districts.

   CONTRACTOR shall submit invoices to OWNER on a monthly basis for all services performed during the preceding calendar month. Contractor shall communicate any maintenance needs (normal and/or exceptions) that may need to be performed. Monthly invoicing will be assessed based upon tasks and services performed.

   All payments are due and payable to CONTRACTOR at the address stated herein. Should OWNER default in the payment of any or all of the amount due under this Agreement and such amount is collected by or through an attorney, OWNER agrees to pay all reasonable attorneys' fees.

OWNER 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 OWNER is dissatisfied with any work performed, notice of such dissatisfaction shall be given to CONTRACTOR within seven (7) days from the date of completion of the services. CONTRACTOR shall then have seven (7) days to repair or correct such work at no additional cost to OWNER. OWNER'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 OWNER may have in regard to the services rendered by CONTRACTOR under this Agreement.

5. TERM OF AGREEMENT: The term of this Agreement shall be for a period of twelve (12) months, beginning the 1st day of November 2026.

6. TERMINATION OF AGREEMENT: If for any reason CONTRACTOR or OWNER fail to fulfill in a timely and proper manner its obligations under this Agreement, CONTRACTOR or OWNER shall have the right to terminate this Agreement by giving thirty (30) days' written notice to either party of such termination.

7. IRRIGATION SYSTEM: CONTRACTOR agrees to monitor all automatic irrigation systems as to proper frequency and duration of supplemental watering pursuant to the schedule set forth in Exhibit "B". CONTRACTOR will promptly notify OWNER of any knowledge it has 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 OWNER. Should it be determined that damage is caused solely by the negligence of CONTRACTOR, the CONTRACTOR shall repair such malfunction or, if unable to repair such malfunction or damage, pay for the cost of such repair. Cost may be paid directly by CONTRACTOR or deducted by OWNER from payment due to CONTRACTOR.

8. WEEKLY MANAGEMENT WORK ORDER: The CONTRACTOR will also be responsible for notifying the OWNER of any landscape management problems known to CONTRACTOR through a management work order. This information shall be e-mailed to Crest Management if any issues are discovered.

9. LANDSCAPE MANAGEMENT INSPECTION: OWNER or its designated agent may, upon request, require CONTRACTOR to inspect the property with OWNER, or its designated agent, for the purpose of reviewing the performance of the Landscape Management Tasks attached as Exhibit "A".

10. LANDSCAPE MAINTENANCE TASK FREQUENCY: All items listed on the Landscape Maintenance Task Frequency Schedule shall be performed in the frequency specified. If the CONTRACTOR does not perform any item listed, the unit cost, as agreed upon by OWNER and CONTRACTOR for that item, will be deducted from that month's billing.

11. MODIFICATION OF CONTRACT: This Agreement may not be modified, except in writing and signed by authorized agents of both CONTRACTOR and OWNER.

12. 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's with limits not less than those set forth below in the Schedule of Insurance Coverage's 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 OWNER and under forms of policies satisfactory to the OWNER, its officers, directors, shareholders, partners, employees and agents (the OWNER, 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.

Schedule of Insurance Coverages

| Coverage | Minimum Amounts and Limits |
|---|---|
| A). Workers' Compensation | |
| Worker's Compensation | Statutory Limits |
| Employer's Liability | $100,000 |

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

B). Commercial General Liability

| | |
|---|---|
| Bodily Injury<br>Property Damage<br>(Occurrence Basis) | $1,000,000 each occurrence or equivalent, subject to a $1,000,000 applicable to the Agreement |

This policy shall be on a form acceptable to the OWNER, endorsed to include the Indemnities as additional insured, contain a Waiver of Subrogation in favor of the Indemnities, and shall include the following coverages:

1). Premises/Operations
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<br>Property Damage | $1,000,000 combined single limit |

This policy shall be on a standard form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the Indemnities as additional insured 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 coverage's described in the policies above, endorsed to include the Indemnities as additional insureds. In addition, the policy shall be endorsed to provide defense coverage obligations.

Evidence of Insurance: Certificates of Insurance issued by the insurance carrier must be furnished to the OWNER prior to CONTRACTOR commencing any work. Such Certificates of Insurance shall specify the additional insured status required by this Agreement, waivers of subrogation, that all broad form general liability coverage and other requirements set forth in this Agreement are provided, and shall state that the OWNER will be notified in writing thirty (30) days prior to the cancellation, change, reduction in coverage, or non-renewal of such insurance at Owner's address set forth on the sixth page of the Agreement.

None of the requirements contained herein as to types, limits or Owner's approval of insurance coverage to be maintained by CONTRACTOR is intended to and shall not in any manner limit, qualify or quantify the liabilities and obligations assumed by CONTRACTOR under the Agreement or otherwise provided by law.

Subcontractor's Insurance: Insurance similar to that required of CONTRACTOR shall be provided by all Subcontractors (or provided by CONTRACTOR on behalf of Subcontractor) to cover their operations performed under the Agreement. CONTRACTOR shall be held responsible for any modification in these insurance requirements as they apply to its Subcontractors, if applicable.

CONTRACTOR shall maintain Certificates of Insurance from all Subcontractors, enumerating, among other things, the waivers in favor of, and insured status of the Indemnities, as required herein, and make them available to OWNER upon request.

The CONTRACTOR agrees to indemnify, defend, and hold harmless the OWNER and its officers, directors, members, employees and agents (the OWNER and its officers, directors, members, employees and agents are referred hereinafter collectively as the "OWNER and its Related Parties or Indemnities") against all claims, demands, suits, judgments, court costs, attorneys' fee attachments, and other legal action growing out of, resulting from or relating to loss of life, injury or damage to any person or property occurring in or about the facilities located at the Williamsburg Settlement Maintenance Association, Inc. subdivision, Katy, Texas resulting from or caused by any negligent or intentional act or omission of CONTRACTOR or its officers, directors, shareholders, partners, employees and agents (the CONTRACTOR and its officers, directors, shareholders, partners, employees and agents are hereinafter referred to collectively as the "CONTRACTOR and its Related Parties") or any breach by CONTRACTOR or its Related Parties of this Agreement. CONTRACTOR shall not indemnify the OWNER and its Related Parties as above set forth for any grossly negligent or intentional act or omission of OWNER or any of its Related Parties.

The CONTRACTOR hereby waives all claims, rights of recovery, and causes of action that CONTRACTOR or any party claiming by, through or under CONTRACTOR may now or hereafter have by subrogation or otherwise against the OWNER or any of Related Parties for any loss or damage (including loss of life, injury or damage to any person or property) occurring in or about the facilities located at the Williamsburg Settlement Maintenance Association, Inc. subdivision, Katy, Texas, except if caused by the gross negligence or willful misconduct of the OWNER or its Related Parties, to the extent that same have been insured against under the terms of the Contractor's general liability insurance policy; provided, however, that the waiver set forth in this section shall not apply to any deductible on the insurance policy carried by the CONTRACTOR.

13. 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 of time as is reasonably necessary after such occurrence to remedy the effect thereof.

14. MISCELLANEOUS PROVISIONS:

A. Notice. Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or registered or certified mail, return receipt requested, or via facsimile transmission to the addresses listed herein.

B. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Harris County, Texas.

C. Authorization. All persons who execute this Agreement have been duly authorized by all requisite action, and the execution of this Agreement by such persons constitutes the legal, valid and binding obligation of OWNER and CONTRACTOR.

D. Prior Agreements Superseded. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

**EXECUTED** by the parties hereto on the day and year first above written.

**ATTACHED:**

Exhibit "A" - Landscape Maintenance Task Descriptions
Exhibit "B" - Landscape Maintenance Frequency Schedule
Exhibit "C" - Areas To Be Maintained
Exhibit "D" - Function Cost Schedule
Exhibit "E" - Area Maps

OWNER: Williamsburg Settlement Maintenance Association, Inc.
C/O Crest Management Company
17171 Park Row Suite 310 Houston TX 77084

BY:

Name: _____ DATE: 10/20/2026

Title: _____

CONTRACTOR: JMAS Texas Lawn Care Corp.
PO Box 514
Katy, TX 77492-0514
melissa@texaslawncare.biz

Phone: (281) 392-1106

Melissa H. Fuentes

BY: _____ DATE: 10/15/26

Name: Melissa H. Fuentes
Title: President

## LANDSCAPE MAINTENANCE TASK DESCRIPTIONS

## EXHIBIT "A"

### 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 2" 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. All turf clippings shall be removed via mowing bagging attachments.

B. MANICURED EDGING: Curbs, sidewalks, and Ballard's within specified areas shall be edged with steel blade equipment. All edging debris shall be removed by choice of blower, vacuum and/or broom, etc.

C. MANICURED SOIL BED / TREE RING EDGING: Soil bed and tree rings shall be edged to maintain a vertical line of separation from surrounding turf. Only mechanical steel blade edgers are to be used.

D. MONOFILAMENT TRIM / TURF TRIMMING: Monofilament trimmers are permitted around light poles, fire hydrants, irrigation vacuum breakers, foundations, steel fences, etc.

E. TURF FERTILIZATION AND WEED CONTROL: A balanced fertilizer will be used according to the needs of the property. The Contractor will apply a pre-emergent in accordance with Exhibit "B".

F. INSECT AND DISEASE INSPECTION: All turf areas will be closely monitored by the Contractor. In the event insect or disease infestations are discovered, the Contractor will recommend actual chemical control measures and provide a cost estimate to the Owner for approval prior to implementation.

### 2. SHRUB AND GROUND COVER CARE

A. PRUNING (Shrub): All shrubs shall be hand-pruned to remove dead and damaged wood to allow for natural development of plant material and to create the effect intended by nature and/or design. Pruningshould 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 on sidewalks, curbs, etc. (KEEP IN BOUNDS)

C. INSECT AND DISEASE INSPECTION: All shrubs and ground cover will be closely monitored by Contractor. In the event insect or disease infestations are discovered, the Contractor will recommend actual chemical control measures and provide a cost estimate to Owner prior to implementation. Insect and disease control is an extra to theOwner.

### 3. FLORAL CARE

A. WEED REMOVAL: All seasonal beds are to always be weed-free. Manual removal is required to sustain a high visual profile.

B. FERTILIZATION: Seasonal color will be fertilized as appropriate for each installation. 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 the Contractor. Insect and disease control shall be the responsibility of the Contractor and is included in the contract.

**4. TREE CARE**

A. TREE PRUNING: All trees shall have trunk suckers removed. All pruning equipment shall be sharp, clean, and safe.

B. CRAPE MYRTLES: Crape myrtles will be professionally pruned once annually in early spring to promote healthy growth, structure, and appearance. We will use proper pruning techniques in accordance with horticultural best practices; we will not perform topping or excessive cutting ("crape murder"), as it can negatively impact the long-term health of the trees.

C. TREE INSECT AND DISEASE INSPECTION: Contractor will closely monitor all trees for insect and disease problems. Treatment is an extra to the Owner, and cost shall be as defined for term of agreement according to "Per Trip Per Task Cost".

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

A. WEED CONTROL: The use of pre- and post-emergent herbicides is allowed. Hand weeding will be performed in accordance with Exhibit "B".

B. MULCH CONTROL: Applications of composite shredded bark mulch will be applied at an average 2" depth standard and will be performed as agreed in accordance with Exhibit "B".

**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 manifestations shall be treated by Contractor when observed during the performance of landscape maintenance tasks, as a routine service by Contractor.

C. IRRIGATION: CONTRACTOR shall perform monthly irrigation inspections to monitor proper system operation and promote efficient water usage. Services include checking controller settings and watering schedules, monitoring sprinkler coverage, making minor adjustments to existing sprinkler heads, and identifying visible leaks, damaged components, or other operational issues. Any necessary repairs or component replacements shall be reported to OWNER and quoted separately for written approval before work is performed.

D. DEBRIS/TRASH REMOVAL: All trash and debris on turf areas and common areas will be removed and disposed of by Contractor at the end of each visit to the property.

E. TENNIS COURT DEBRIS REMOVAL: All debris (trash, pine needles, etc.) shall be removed from the tennis courts and surrounding area by the Contractor. All trash receptacles shall be emptied of debris by the Contractor.

F. PLAYGROUND SURFACE MAINTENANCE: The fall surface of the playground shall be raked level and cleaned of debris by the Contractor. The Contractor shall also empty all trash receptacles at the playground.

## LANDSCAPE MANAGEMENT AGREEMENT

### EXHIBIT "B" – FREQUENCY SCHEDULE

| | NO. OF | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTAL | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1. TURF CARE | | | | | | | | | | | | | | | |
| Manicured Mowing | 42 | 2 | 2 | 4 | 4 | 5 | 4 | 4 | 4 | 5 | 4 | 2 | 2 | 42 | |
| Manicured Edging | 42 | 2 | 2 | 4 | 4 | 5 | 4 | 4 | 4 | 5 | 4 | 2 | 2 | 42 | |
| Manicured Soil Bed Edging | 42 | 2 | 2 | 4 | 4 | 5 | 4 | 4 | 4 | 5 | 4 | 2 | 2 | 42 | |
| Monofilament Trim | 42 | 2 | 2 | 4 | 4 | 5 | 4 | 4 | 4 | 5 | 4 | 2 | 2 | 42 | |
| Weed Control / Pre-emerge | 1 | | | 1 | | | | | | | | | | 1 | |
| Fertilization | 1 | | | | | | | | | | | 1 | | 1 | |
| 2. SHRUBS AND GROUND COVER CARE | | | | | | | | | | | | | | | |
| Shrub Pruning | 12 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 12 | |
| Ground Cover Pruning | 24 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 | |
| 3. FLORAL CARE | | | | | | | | | | | | | | | |
| Weed Control / Removal | 42 | 2 | 2 | 4 | 4 | 5 | 4 | 4 | 4 | 5 | 4 | 2 | 2 | 42 | |
| Seasonal Color - flats | 3 | | | 1 | | | 1 | | | | | 1 | | 3 | billed at time of service |
| Fertilization | 3 | | | 1 | | | 1 | | | | | 1 | | 3 | billed at time of service |
| 4. TREE CARE | | | | | | | | | | | | | | | |
| Tree Pruning | 1 | | 1 | | | | | | | | | | | 1 | |
| Crape Myrtles - Pruning | 1 | | 1 | | | | | | | | | | | 1 | |
| Insect / Disease Control (Trees/Shrubs) | As needed | | | | | | | | | | | | | As needed | |
| 5. SOIL BED AND TREE RING CARE | | | | | | | | | | | | | | | |
| Weed Control (Manual) | 42 | 2 | 2 | 4 | 4 | 5 | 4 | 4 | 4 | 5 | 4 | 2 | 2 | 42 | |
| Mulch | 2 | | | 1 | | | | | | | | 1 | | 2 | billed at time of service |
| 6. MISCELLANEOUS CARE | | | | | | | | | | | | | | | |
| Spray Lines | 12 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 12 | |
| Fire Ant Inspection / Control | 42 | 2 | 2 | 4 | 4 | 5 | 4 | 4 | 4 | 5 | 4 | 2 | 2 | 42 | |
| Irrigation Inspection | 12 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 12 | |
| Debris & Trash Removal | 42 | 2 | 2 | 4 | 4 | 5 | 4 | 4 | 4 | 5 | 4 | 2 | 2 | 42 | |
| Insects / Disease Inspection | 24 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 | |
| 7. OTHER | | | | | | | | | | | | | | | |
| Acreage Mowing | 20 | 1 | 1 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 1 | 1 | 20 | |
| SCHEDULE | 42 | 2 | 2 | 4 | 4 | 5 | 4 | 4 | 4 | 5 | 4 | 2 | 2 | 42 | |
| REGULAR MONTHLY MAINTENANCE COST | | $2,710.00 | $2,710.00 | $2,710.00 | $2,710.00 | $2,710.00 | $2,710.00 | $2,710.00 | $2,710.00 | $2,710.00 | $2,710.00 | $2,710.00 | $2,710.00 | $32,520.00 | |
| FENCE LINE MAINTENANCE | | $230.00 | $230.00 | $230.00 | $230.00 | $230.00 | $230.00 | $230.00 | $230.00 | $230.00 | $230.00 | $230.00 | $230.00 | $2,760.00 | |
| ADDITIONAL LANDSCAPING SERVICES | | | | $2,625.00 | | | $1,290.00 | | | | | $2,625.00 | | $6,540.00 | |
| TOTAL MONTHLY COST | | $2,940.00 | $2,940.00 | $5,565.00 | $2,940.00 | $2,940.00 | $4,230.00 | $2,940.00 | $2,940.00 | $2,940.00 | $2,940.00 | $5,565.00 | $2,940.00 | $41,820.00 | |

Maintenance repairs of the irrigation systems will be performed when required and billed as additions to this contract.

## LANDSCAPE MANAGEMENT AGREEMENT

## EXHIBIT "C" - AREAS TO BE MAINTAINED

I. Common Areas*

A. Recreation center area.

B. Cul-de-sacs are within the property.

II. Esplanades and Entryways

A. Esplanades along Colonial Parkway.

B. All entryways (5 total)

C. Esplanades at all entryways.

III. Other

A. Standard seasonal color and mulch are included in this contract.

B. Drainage ditch along Franz Rd. and open space at Colonial & Mason are tractor mowing and 20 trips per year & not 42 trips as other areas are to be maintained.

*Based upon 42 trips to Property per year.