

**MINUTES OF MEETING**

*Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.*

**HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT**

The **regular** meeting of the Board of Supervisors of Heritage Landing Community Development District was held on **Thursday, May 14, 2015 at 6:06 p.m.** at the Heritage Landing Amenity Center, located at 370 Heritage Landing Parkway, St. Augustine, Florida 32092.

Present and constituting a quorum:

Bret Sovine	<b>Board Supervisor, Chairman</b>
Kathy Shippey	<b>Board Supervisor, Vice Chairman</b>
Elmer Bley	<b>Board Supervisor, Assistant Secretary</b>
Virginia Moore	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Melissa Dobbins	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Wes Haber	<b>Hopping Green &amp; Sams, P.A.</b>
Todd Myhill	<b>ASG</b>
Jimmy Edmonds	<b>ASG</b>
Dan Fagen	<b>ASG</b>
Jay Jernigan	<b>ValleyCrest</b>

Audience Members	<b>Present</b>
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**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Sovine called the meeting to order at 6:06 p.m. and read the roll call.

**SECOND ORDER OF BUSINESS**

**Audience Comments on Agenda Items**

There were no audience comments on agenda items.

**THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of the Board of Supervisors' Special Meeting held on March 25, 2015**

<p>On a motion by Mr. Bley, seconded by Ms. Shippey, with all in favor, the Board approved the minutes of the Board of Supervisors' Special Meeting held March 25, 2015 for Heritage Landing Community Development District.</p>
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**FOURTH ORDER OF BUSINESS**

**Consideration of the Minutes of the Board of Supervisors' Regular Meeting held on April 9, 2015**

Ms. Shippey noted a time correction on page 3 from 10:00 a.m. to 6:00 p.m.

On a motion by Ms. Moore, seconded by Ms. Shippey, with all in favor, the Board approved the minutes of the Board of Supervisors' regular meeting held April 9, 2015, as amended for Heritage Landing Community Development District.

**FIFTH ORDER OF BUSINESS**

**Ratification of the Operation and Maintenance Expenditures for March 2015 and April 2015**

On a motion by Mr. Bley, seconded by Ms. Shippey, with all in favor, the Board ratified the operations and maintenance expenditures for March 2015 in the amount of \$93,143.36 and April 2015 in the amount of \$123,515.46 for Heritage Landing Community Development District.

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

A. District Counsel

Mr. Haber updated the Board regarding the website agreement between the District and Rizzetta Technology Services. He stated that the agreement was amended to add language to confirm Rizzetta and Company, Inc. consents to provide necessary records to Rizzetta Technology Services to fulfill their obligations under the contract.

B. District Engineer

Ms. Dobbins reported on Mr. Doubs behalf. She stated that the adjustments to the sidewalk were almost complete.

C. ValleyCrest Landscaping

Mr. Jernigan updated the Board with staff changes. He stated that various land holes were filled and sodded and that a second fertilization was being scheduled.

Mr. Jernigan reviewed possible disease concerns with pine trees. He stated that samples were taken from the pine trees and he was awaiting results.

Mr. Jernigan noted that cogon grass has been spotted within the District and he stated that it is one of the worst weeds. He went on to state that the County recommends removing as soon as possible. He stated that ValleyCrest would remove it once they receive the special chemicals that are required.

D. Amenity Center Manager

Mr. Myhill reviewed his report. He noted that the fire sprinkler would be inspected.

E. Field Manager

Mr. Edmonds reviewed his report. He noted that the maintenance ATV called the Gator requires a new clutch and would cost about \$500 to \$1,000. He also noted that the aerification of the athletic field will now be completed in June, after soccer is finished.

Mr. Edmonds stated that Charles Aquatics is seeking to add more carp in pond #12, but that the state regulates how many each permit can have.

F. Ms. Dobbins noted that the next regularly scheduled Board of Supervisors' meeting will be held June 11, 2015 at 10:00 a.m.

Ms. Dobbins reported that per the St. Johns County Supervisor of Election there are 2,487 registered voters.

Ms. Dobbins stated that the RV Lot has 49 spaces and lease agreements are renewed once a year. She stated that there are five spaces open currently because five residents did not renew and the spaces will be opened up to people on the waiting list.

Ms. Dobbins stated that the third quarter revenue check from ASG is \$1,384.55

**SEVENTH ORDER OF BUSINESS**

**Acceptance of Financial Report for Fiscal  
Year ending September 30, 2014 (under  
separate cover)**

Brief discussion ensued.

On a motion by Mr. Bley, seconded by Ms. Shippey, with all in favor, the Board accepted the Financial Report for Fiscal Year ending September 30, 2014 for Heritage Landing Community Development District.
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**EIGHTH ORDER OF BUSINESS**

**Consideration of Second Vending Machine**

Mr. Parks with Amenities Vending Services presented a request to install a second vending machine.

On a motion by Ms. Moore, seconded by Ms. Shippey, with all in favor, the Board approved installation of a second vending machine, subject to amending current agreement with Amenities Vending Services for Heritage Landing Community Development District.
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**NINTH ORDER OF BUSINESS**

**Update of Fence Encroachment Issues**

Mr. Edmonds stated that two properties still have fences encroaching onto CDD property. Upon brief discussion the Board directed District Counsel to draft a final notice to give 30 days to remove the fences or the CDD will do so at the homeowner's expense.

On a motion by Ms. Shippey, seconded by Ms. Moore, with all in favor, the Board authorized District Counsel to draft a final notice to homeowners with encroaching fences on CDD property for Heritage Landing Community Development District.

**TENTH ORDER OF BUSINESS**

**Consideration of Proposals for Paver Installation**

The Board reviewed two proposals for paver installation. Brief discussion ensued.

On a motion by Ms. Moore, seconded by Ms. Shippey, with all in favor, the Board approved the proposal from Southern Recreation in the amount of \$5,200 for paver installation for Heritage Landing Community Development District.

**ELEVENTH ORDER OF BUSINESS**

**Consideration of Proposals for Re-Decking the Bridge, Fishing Pier and Movie Theater**

The Board reviewed two proposals for re-decking the bridge, fishing pier and the movie theater. Brief discussion ensued.

On a motion by Ms. Shippey, seconded by Mr. Bley, with all in favor, the Board approved the proposal from Mark-It Right Builders, subject to reference verification, in the amount of \$21,135 for Heritage Landing Community Development District.

**TWELFTH ORDER OF BUSINESS**

**Consideration of Charles Aquatics Contract Renewal for Pond Maintenance**

The Board discussed the contract for fountain and pond maintenance.

On a motion by Ms. Moore, seconded by Ms. Shippey, with all in favor, the Board approved the renewal with Charles Aquatics for both fountain maintenance and pond aquatic maintenance, under the current terms to apply for Heritage Landing Community Development District.

**THIRTEENTH ORDER OF BUSINESS**

**Consideration of Proposal for Landscape Maintenance Inspection Services**

The Board discussed the proposal for landscape maintenance inspection services.

On a motion by Ms. Shippey, seconded by Mr. Bley, with all in favor, the Board approved a one year contract with Rizzetta Amenities Services, Inc for landscape maintenance inspection services for Heritage Landing Community Development District.

**FOURTEENTH ORDER OF BUSINESS**

**Consideration of Resolution 2015-06, Approving the Fiscal Year 2015/2016 Proposed Budget and Setting the Public Hearing**

The Board discussed the proposed budget. The Board opted to set the public hearing for Thursday, August 13, 2015 at 6:00 p.m. at the Heritage Landing Amenity Center, located at 370 Heritage Landing Parkway, St. Augustine, Florida 32092.

On a motion by Ms. Shippey, seconded by Ms. Moore, with all in favor, the Board adopted Resolution 2015-06, Approving the Fiscal Year 2015/2016 Proposed Budget and Setting the Public Hearing for Heritage Landing Community Development District.

**FIFTEENTH ORDER OF BUSINESS**

**Audience Comments and Supervisor Requests**

An audience member asked how old the bridge is.

There were no Supervisor requests.

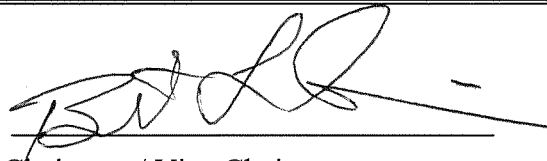
**SIXTEENTH ORDER OF BUSINESS**

**Adjournment**

On a motion by Mr. Bley, seconded by Ms. Shippey, with all in favor, the Board adjourned the meeting at 7:53 p.m. Heritage Landing Community Development District.



Secretary / Asst. Secretary



Chairman / Vice Chairman



**ValleyCrest**  
Landscape Maintenance

6520 US Highway 1 North – St. Augustine, Florida 32095  
(904) 342-4336 / Fax: (904) 342-4340

(EX-A)  
to  
MINS.

**MEMORANDUM**

DATE: 6/8/15  
TO: Melissa Dobbins  
FROM: Valleycrest  
RE: Heritage Landing Mangers Report May 2015

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Grounds Maintenance

The crew is working on the summer schedule of weekly mowing and four detail, pruning and weed rotations.

We are currently in a severe drought despite some minor showers and we are advising not mowing the retention lakes due to this issue. The lakes banks excluding the entry are bahia grass. Bahia tends to go into dormancy during drought periods and often looks dead. Mowing the turf in these conditions offers no value to the District and actually causes more harm than good. Moving forward, until the drought breaks, we are advising not mowing them but this will need to be a board decision as the district will surely receive complaints from homeowners. If we do hold off on the mowing there are plenty of projects the crew can work on that will offer more value to the owners.

We have had continued conversations with Greg Dunn, Forestry Department in regards to the Cogon Grass eradication. We have submitted pricing to remove the trees in these areas as advised and also to cut down all plant material to 24" before applying the recommended herbicides. This material also has to be disposed of in the proper manner. Mr. Dunn owns a company that controls and eradicates invasive material and we have advised District Management to entertain his pricing for the herbicide applications. We are currently awaiting this pricing.

We are scheduled to aerate the Bermuda fields this month but are awaiting updated workman's comp and insurance from our vendor. We spoke to him by phone and it should not

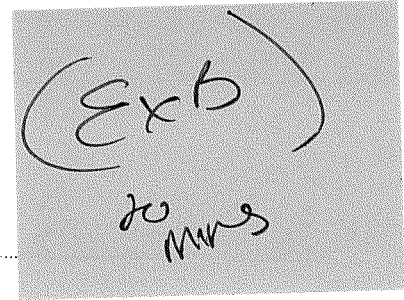
## Proposal for Tree Care at Heritage Landing @ WGV

Property Name      Heritage Landing @ WGV  
Property Address    232 Silver Glen Ave  
                                 Saint Augustine , FL 32092

Contact              Melissa Dobbins  
To                      Heritage Landing CDD  
Billing Address      c/o Rizzetta and Company 2806 N 5th St  
                                 Unit #403  
                                 Saint Augustine , FL 32084

Project Name        Pine tree removals  
Project Description   16 Pine tree removals at corner of Rivers and Heritage Landing

### Scope of Work



QTY	UoM/Size	Material/Description
1.00	LUMP SUM	remove 16 pine trees at corner of Rivers and Heritage Landing

**For internal use only**

SO#                    6090311  
JOB#                  346200023  
Service Line        300

Total Price                    \$1,680.00

**THIS IS NOT AN INVOICE**

This proposal is valid for 60 days unless otherwise approved by ValleyCrest Tree Care  
ValleyCrest Landscape Maintenance, Inc. | 6520 US HWY 1 North, Saint Augustine, FL 32095 ph. (904) 342-4336 fax (904) 342-4337 | www.valleycrest.com  
Tree Care Manager, Certified Arborist #FL-6354A  
Certified Pest Control Operator JF95758

## ValleyCrest Tree Care Services Terms & Conditions

1. **Bid Specifications:** The Contractor shall recognize and perform in accordance with only written terms, specifications, and drawings contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in tree management. The work force shall be presentable at all times. All employees shall be competent and qualified and shall be legally authorized to work in the U.S.
3. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions near to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete or brick filled trunks, metal rods, etc. If requested, mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. ValleyCrest Tree Care Services is not responsible for damage done to underground utilities such as, but not limited to, cables, wires, pipes, and irrigation parts. ValleyCrest Tree Care Services will repair damaged irrigation lines at the Client/Owner's expense.
4. **Scheduling of Work:** If the jobsite conditions materially change from the time of approval of this proposal to the time the work starts, such that the job costs are adversely changed, this proposal is null and void. Scheduling of work is dependent on weather conditions and workloads. Our office will call the day prior to the work being done, unless other arrangements are made.
5. **Work Hours:** Any work, including emergency work, overtime and weekend work performed outside of the normal working hours (Monday-Friday between 6:30 a.m. and 2:30 p.m.) shall be billed at overtime rates. Use of power equipment will commence at 7:00 a.m., unless otherwise specified in the scope of work. Additional charges will be applied if crews cannot use power equipment by 9:00 a.m.
6. **License and Permits:** Contractor shall maintain a Landscape Contractor's license if required by State or local law and will comply with all other license and permit requirements of relevant city, state and federal governments, as well as all other requirements of law.
7. **Taxes:** Contractor agrees to pay all applicable taxes, including sales taxes on material supplied, where applicable.
8. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with a \$1,000,000 limit of liability.
9. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of Client/Owner.
10. **Waiver of Liability:** Requests for crown thinning in excess of twenty five percent (25%), or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.
11. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
12. **Additional Services:** Any additional work not specified in the signed written proposal that involves additional costs will be executed only upon signed written order and will become an extra charge over and above the estimate.
13. **Access to Job Site:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of the job site where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
14. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days of receipt of invoice.
15. **Cancellation:** Notice of cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.
16. **Assignment:** The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Contract. In the event of sale or transfer of Client/Owner's interest in its business and/or the property which is the subject of this agreement, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in this agreement to be effective.
17. **Disclaimer:** This proposal for tree care services was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. The work performed by ValleyCrest Tree Care Services is intended to reduce the chances of tree failure and any corresponding property liabilities, in addition to enhancing aesthetic value but is not a guarantee. We cannot be held responsible for unknown or otherwise hidden defects of your trees, which may fall in the future. The corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

**Acceptance of this Proposal**

Contractor is authorized to perform the work stated on the face of this proposal. Payment will be 100% due at time of billing. If payment has not been received by ValleyCrest Tree Care Services within fifteen (15) days after billing, ValleyCrest Tree Care Services shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1% per month, or the highest rate permitted by law, will be charged on unpaid balance 45 days after billing.

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Customer

	<b>Property Manager</b>
Signature	Title
<u>Melissa Dobbins</u>	<u>May 14, 2015</u>
Printed Name	Date

ValleyCrest Tree Care Services

	<b>Account Manager, Senior</b>
Signature	Title
<u>Jennifer Mabus</u>	<u>May 14, 2015</u>
Printed Name	Date

**Job #: 346200023 Total Proposed Cost \$1,680.00**

**SO # 6090311**





6. **Liability:** Contractor shall indemnify the Client/Owner, its agents, and employees from liabilities which arise out of the Contractor's work. It is understood and agreed that the Contractor is not liable whatsoever for any damages that are caused by the sole negligence or willful misconduct of the Client/Owner or an indemnified party. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
  
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
  
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
  
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
  
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
  
11. **Termination:** This Work Order may be terminated by the Client/Owner with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
  
12. **Assignment:** The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Contract. In the event of sale or transfer of Client/Owner's interest in its business and/or the property which is the subject of this agreement, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in this agreement to be effective.
  
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. We cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results.

**Acceptance of this Contract**

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by ValleyCrest Landscape Maintenance within fifteen (15) days after billing, ValleyCrest Landscape Maintenance shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1% per month, or the highest rate permitted by law, will be charged on unpaid balance 45 days after billing.

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<p style="text-align: center;"><b>Client / Owner</b></p> <p>FAX: _____</p> <p>By: _____</p> <p style="text-align: center;">Signature / Title</p>	<p style="text-align: center;"><b>ValleyCrest Landscape Maintenance</b></p> <p>FAX: <u>(925) 957-8833</u></p> <p>By: _____</p> <p style="text-align: center;">Signature / Title</p>
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5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
  
6. Liability: Contractor shall indemnify the Client/Owner, its agents, and employees from liabilities which arise out of the Contractor's work. It is understood and agreed that the Contractor is not liable whatsoever for any damages that are caused by the sole negligence or willful misconduct of the Client/Owner or an indemnified party. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
  
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<p>Client / Owner</p> <p>FAX: _____</p> <p>By: _____</p>	<p>ValleyCrest Landscape Maintenance</p> <p>FAX: (925) 957-8833</p> <p>By: _____</p>
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