

(Lake Charles Hospital Site)

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

This contract of Lease ("Lease") is made and entered into effective the 23<sup>rd</sup> day of June, 2013 by and between:



hospitals, are under LSU's supervision and management pursuant to La. Const. Art. VIII, Section 7 and La. R.S. 17:3215; and,

**WHEREAS**, Lessee and LSU support building a new model for the relationship between a major hospital and a school of medicine and its teaching and/or health care programs, and that this new model will provide physicians and patients with a new environment of care that optimizes the use of all resources; and,

**WHEREAS** LSU, Lessee, the Louisiana Department of Health and Hospitals, and

Division of Administration are parties to a Cooperative Endeavor Agreement dated June 23

2013, (the "CEA") through which LSU, Lessee, the Louisiana Department of Health and

**NOW, THEREFORE**, in consideration of Lessor's obligation to lease the Leased Premises and Equipment, the rent to be paid by Lessee during the term of this Lease, and the mutual benefits accruing to the parties under this Lease and the CEA, the parties do enter into this Lease, on the following terms and conditions:

**ARTICLE I.  
LEASED PREMISES, EQUIPMENT AND TERM**

For the consideration and upon the terms and conditions hereinafter expressed, Lessor leases the Leased Premises and Equipment unto Lessee, here present and accepting the same, commencing on the Commencement Date (as defined below), for an initial term of ten (10) years (the "Initial Term", and together with any Renewal Terms, the "Term"), unless otherwise terminated sooner in accordance with the terms and conditions set forth herein and in the CEA.

Unless Lessee provides a written notice of non-renewal to Lessor at least ninety (90) days prior to the expiration of the Term, this Lease shall automatically renew for another term of ten (10) years.

Quarterly Rent payments will be due no later than each January 1, April 1, July 1 and October 1 during the Term). In the event the Commencement Date should be a date other than the first day

Leased Premises subsequent to the Commencement Date of this Lease because of a failure by Lessee to satisfy its obligations hereunder.

the Lessee shall also pay any and all other charges or payments which Lessee is or becomes obligated to pay pursuant to this Lease (the "Additional Rent"). (The Advance Rent, Quarterly Rent and Additional Rent may be referred to collectively herein as the "Rent"). Except as otherwise set forth herein, any Additional Rent owed to Lessor shall be due within thirty (30) days after receipt of the invoice, with reasonable description and itemization of the charge, from Lessor.

**Section 2.4 Rent Payments.** Except for the Advance Rent which shall be either wired to LSII or actually delivered to LSII in the form of certified funds on or before June 27 2013

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

where  $f(x)$  was never determined by independent appraisal

\_\_\_\_\_

(iv) If the difference between the Fair Market Rental Value conclusions

shall agree on a third Qualified Appraiser who shall be furnished the appraisal reports of the first two Qualified Appraisers along with any additional evidence the third Qualified Appraiser shall deem reasonably appropriate. The Fair Market Rental Value conclusion and report of such third Qualified Appraiser shall be conclusive as to the Fair Market Rental Value for the applicable five

(5) ~~upon~~ ~~period~~—Should this process not be complete by the applicable Adjustment Date, the

**ARTICLE III.  
USE**

**Section 3.1 Permitted Uses.** The Leased Premises and Equipment shall be used and occupied by Lessee solely for medical business offices, medical staff offices, medical education staff offices, medical clinics, outpatient pharmacy operations or any other medical, educational or hospital use or uses (including, without limitation, surgical, research and laboratory facilities) together with any uses that are accessory to any of the foregoing ("Permitted Uses"), and for no other purposes without the prior written consent of Lessor. Notwithstanding the fact that



Law or agrees to assume in writing Lessee's obligations hereunder without release of Lessee, all in form and substance approved in writing by Lessor.

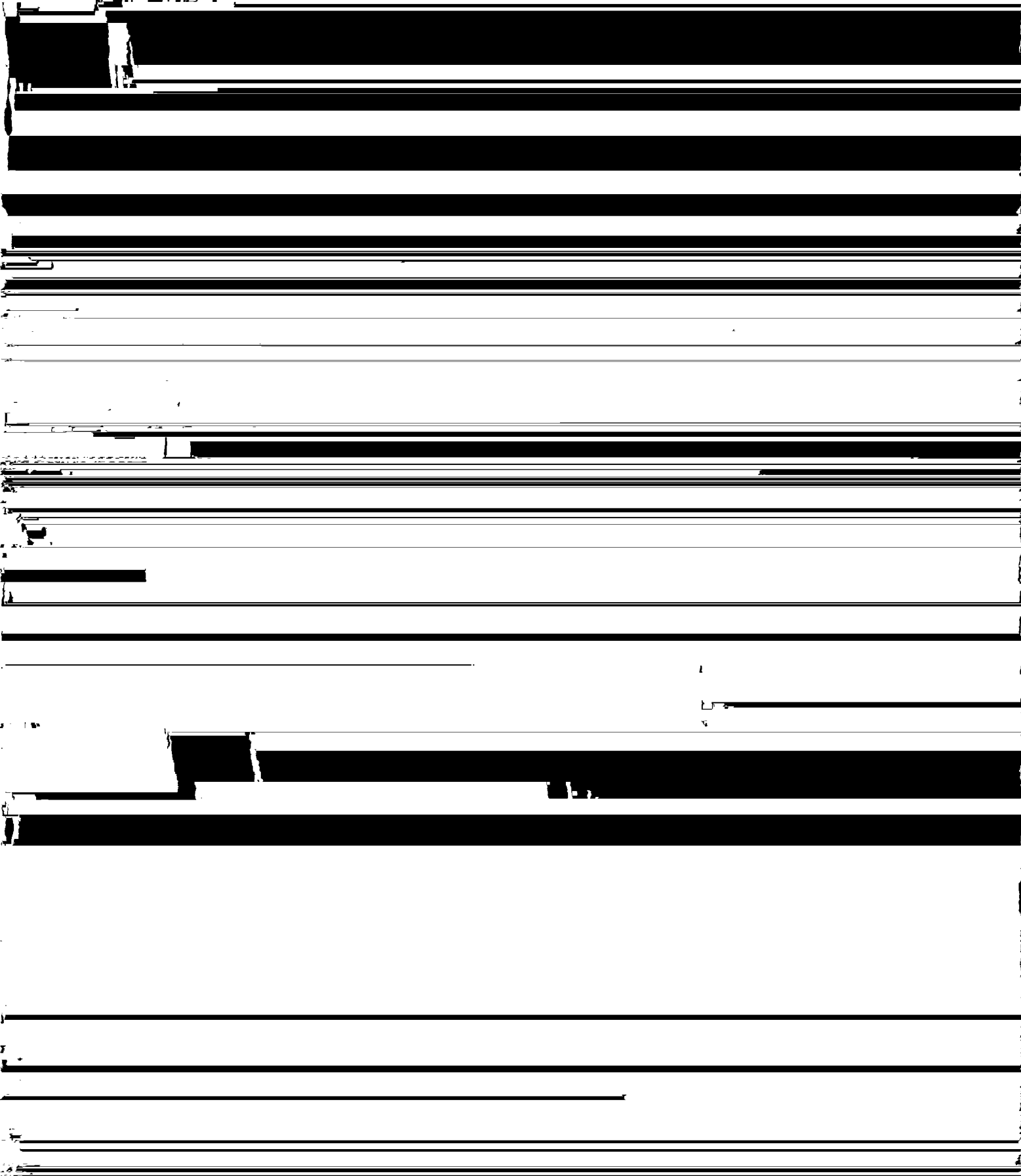
**Section 4.2** **No Subletting.** Lessee, without the prior written consent of the President of the LSU System or his designee (the "Lessor Representative"), which consent shall not be unreasonably withheld, may not sublease or grant any other rights of use or occupancy of all or

and conditions of this Lease, and further provided that such sublessee expressly acknowledges

the above in the sublease. Any such Permitted Sublease for which such written consent of

**Section 4.3 Lessee Remains Liable.** In no event shall any assignment or subletting of

all or any portion of the Leased Premises and/or Equipment release Lessee from any obligations



Premises: (i) which is structural in nature; (ii) which would materially change the Leased Premises exterior appearance or structure limit line, (iii) which would materially change or affect the electrical, mechanical, heating, ventilating and air conditioning or utilities systems or routing servicing of the Leased Premises, or (v) which is estimated in good faith to cost in excess of \$500,000.00. Unless otherwise specifically provided herein, all alterations and improvements to

the Leased Premises, including, but not limited to, Major Alterations, (collectively, "Improvements") shall be performed by Lessee, at no cost or expense to Lessor or the DOA. All Improvements shall be made in accordance with La. R.S. 17:3361, et seq. Such Improvements

(\$1,000,000.00) for construction of Improvements, Lessee shall supply Lessor with appropriate Performance and Payment Bonds. These bonds are at Lessee's expense and shall be issued in a form satisfactory to Lessor and in such a manner as to protect the Lessor's interest in the Leased

~~By the Authority of this Section 516) ...~~

DOA.

(d) The rights, responsibilities and obligations of the DOA shall be governed by the provisions of La. R.S. 17:3361, La. R.S. 40:1724, and all other regulatory and statutory

from ~~Leasee~~ ~~contractor~~ covering the cost of work, materials and equipment supplied by the

contractor and all subcontractors and materialmen. All Improvements made to the Leased

**ARTICLE VI.**  
**OPERATION, MAINTENANCE, REPAIR, SECURITY AND OTHER SERVICES**

**Section 6.1 Operation.** Lessee shall be responsible to procure and maintain all utilities, services and equipment necessary or required for its use of the Leased Premises and Equipment.

~~Section 6.2 Use. Lessee shall procure and maintain all licenses, permits and~~

accreditation (if any) required for its use of the Leased Premises and Equipment.

**Section 6.3 Maintenance and Repair**

(a) Lessee shall, at its sole cost and expense during the Term, maintain the

~~Leased Premises, including all fixtures located therein, and make and perform all maintenance~~

than the quality and class presently located in the Leased Premises. If Lessee fails to commence such maintenance, repairs, restoration, or replacements, within 60 days of receipt of Lessor's notice that such maintenance repairs, restoration, or replacements are necessary (or within such longer period of time as may reasonably be required to commence such work), Lessor may (but shall not be obligated to) make or cause to be made such repairs, restoration, and replacements

at the expense of Lessee, and shall be entitled to collect the same from Lessee as Additional Rental due hereunder within 30 days of written demand by the Lessor. Notwithstanding the foregoing, Lessor and Lessee acknowledge and agree that Lessee does not presently intend to operate the Leased Premises as a hospital and, as such, while Lessee shall generally maintain the



(c) It is understood and agreed that Lessor shall have no obligation to incur any expense of any kind or character in connection with the maintenance, repair, restoration or replacement of the Leased Premises and Equipment during the Term. Lessor shall not be

at any time to make any improvements, alterations, changes, additions, repairs or replacements of any nature whatsoever in or to the Leased Premises and Equipment, or maintain the Leased Premises and Equipment in any respect whatsoever, whether at the expense of Lessor, Lessee

of any Major Alterations to the Leased Premises, the written consent of the Lessor must be

obtained prior to the commencement of any work in accordance with Section 5.1 hereof. Lessee shall further be responsible for all costs associated with any required periodic inspections and servicing of fire extinguishers and other safety equipment or devices, or any licenses or permits required by the State Fire Marshal's office. At no expense to Lessor, Lessee agrees to comply with any order issued during the Term by the State Fire Marshal's Office within the timeframe mandated by that Office.

(f) Lessee accepts the Leased Premises and Equipment in their "as is" condition, that being the condition or state in which the Leased Premises and/or Equipment exist

at the effective date of this Lease, without representation or warranty, express or implied.

maintenance and repairs on all such operational equipment, including but not limited to, the

performed in accordance with manufacturer recommended schedules and be performed by an authorized maintenance/repair contractor. Lessee shall be responsible for ensuring that all necessary certification is maintained on any and all such equipment and machinery, including, but not limited to, certification required by the State Fire Marshal and the Department of Health.

the Leased Premises, in accordance with reasonable and prudent business practices utilized for similar facilities.

**ARTICLE VII.  
USE, MAINTENANCE AND REPAIRS OF EQUIPMENT**

use the Equipment solely for a Permitted Use, and for no other purposes without the prior written consent of Lessor. Lessee's use of the Equipment shall comply at all times with all applicable

lost/stolen Equipment, Lessee may pay to Lessor the replacement cost of said lost/stolen Equipment.

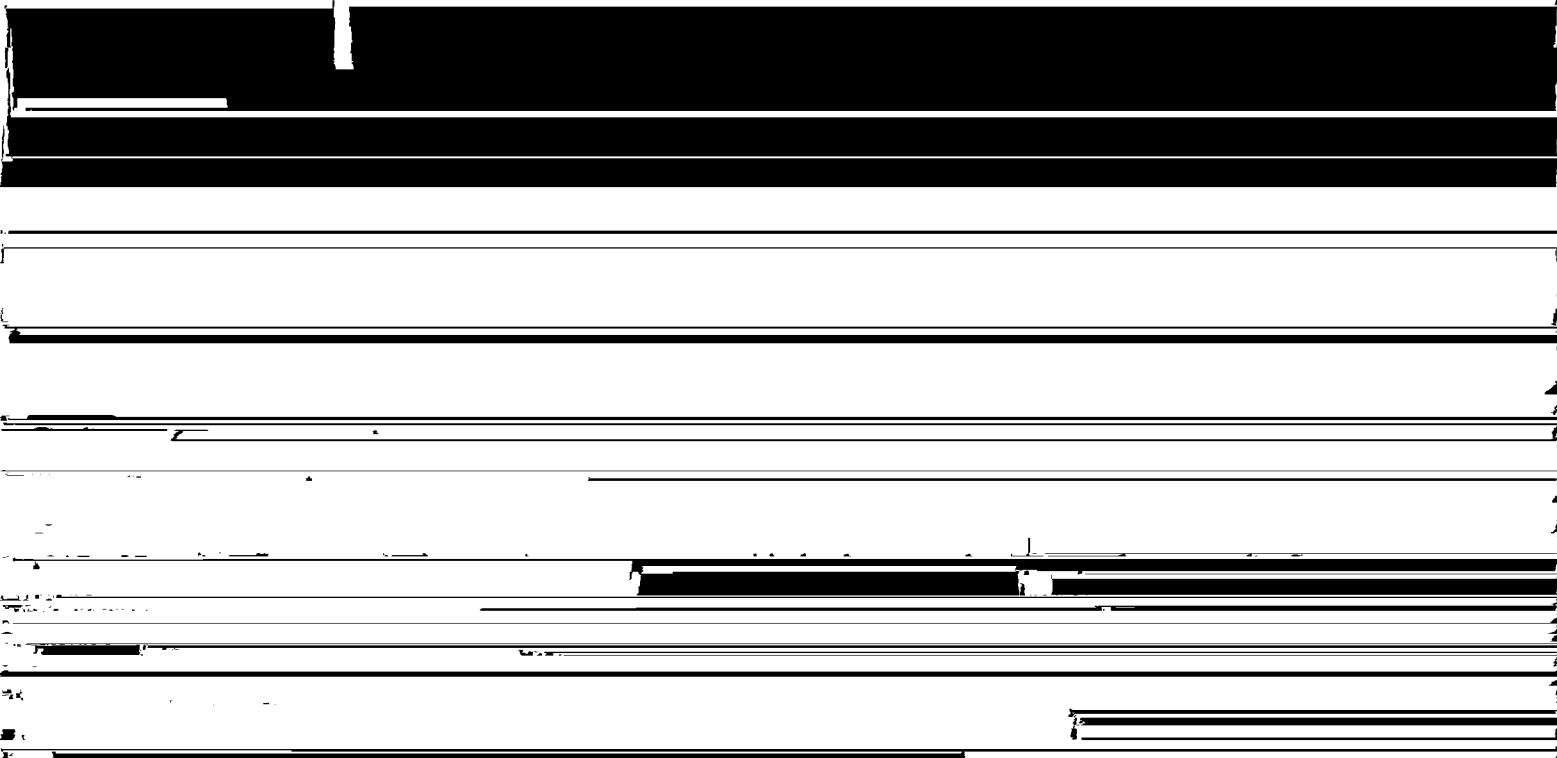
**Section 7.4 Damaged Equipment** Whenever Lessee has knowledge or reason to

[REDACTED]

(iii) The obligation to make a complete physical inventory of the Equipment once each fiscal year as required by La. R.S. 39:324 and Section 313 of Part VII of Title 34 of the Louisiana Administrative Code, and to make annual reports thereof to the Commissioner of Administration and the Legislative Auditor as required by La. R.S. 39:324 and 39:325;

(iv) The obligation to maintain a master file of the agency inventory of Equipment as required by La. R.S. 39:324, and to maintain a property location index which shall be used to keep track of the location of the Equipment as required by Section 311 of Part VII of Title 34 of the Louisiana Administrative Code;

(v) The obligation to submit property control transmitted forms to the



LSU shall also assist Lessee in obtaining access to any online tracking and reporting systems and other secure sites necessary for Lessee to perform its Property Control obligations.

LSU shall monitor Lessee's performance of its Property Control obligations to ensure

[REDACTED]

location as designated from time to time by LSU. Said notice shall identify the Equipment by its description, tag number, and inventory number, shall state where the Equipment is physically located at the time notice is given, and shall state where the Equipment may be retrieved by

~~LSU. Lessee may store the Equipment off site pending its retrieval by LSU. Article 1.4.1~~

~~Lessee shall be responsible for all costs and expenses incurred storing the Equipment and~~



shall not allow any part of the Equipment to become and remain subjected to...

consequential damage, or otherwise, for any failure in supply of any Utility Service by the

lighting, security, or for surges or interruptions of electricity. All future telephone lines which  
are an addition to those already present shall be installed at the expense of the Lessee. Lessee

shall be responsible for providing entrance cable and facilities into the building(s) to the extent

Premises and/or the Equipment of not less than \$5,000,000 combined single limit per occurrence.

Each Limit shall be met by means of combining a minimum of 100% of the limits of the following:

Comprehensive public liability insurance shall specifically include, but shall not be limited to:

at or related to the Leased Premises and Equipment in an amount not less than \$1,000,000; provided, however, the coverage will be increased to limits reasonably acceptable to Lessor and Lessee if Louisiana law limiting the amount of such Claims is repealed or amended to raise the limits on such Claims. Such limit may be met by means of combining a primary and an umbrella policy.

(viii) If requested by Lessee, and provided that DOA's Office of Risk Management ("ORM") is willing to provide coverage, then Lessor and DOA shall cause ORM to provide coverage for the Leased Premises against such insurable perils as, under good insurance practice, from time to time are insured for properties of similar character and location, and Lessee shall reimburse Lessor for the cost of such coverage within fifteen (15) days of Lessee's receipt of ORM's invoice to Lessor therefore. In addition to the cost of ORM's invoice, Lessee shall pay to LSU a seven and one-half 7½% administrative fee computed on the ORM premium

attributable to the facility at risk, said percentage to be determined by ORM. As long as ORM is

written as primary policies, not contributing with and not in excess of coverage that Lessor may carry, if any.

(e) The Parties acknowledge that Lessee and the insurance companies issuing the policies required hereunder shall have no recourse against LSU for payment of premiums or for assessments under the policies, and all insurance policies required hereunder shall provide to the



Lessee is not obligated to restore, replace, or repair any damage to the Leased Premises and/

Equipment or to Lessee's fixtures, furniture, equipment or other personal property or make any alterations, additions, or improvements to the Leased Premises and Equipment caused as a result of a Casualty.

Section 9.4 - Restoration Obligations - 10.11 - 10.12 - 10.13 - 10.14 - 10.15

insurance proceeds other than the property insurance coverage noted above.

In the event Lessee is unable to repair, restore or replace the Leased Premises and



**ARTICLE X.  
HAZARDOUS MATERIALS**

**Section 10.1 Hazardous Materials.**

(a) Subsequent to the effective date of this Lease, Lessee shall not allow

cause or permit any Hazardous Materials (as defined below) to be generated, maintained, processed, produced, manufactured, used, treated, released, stored, but not including materials existing in or about the Leased Premises prior to the effective date hereof, or disposed of in or about the Leased Premises by Lessee or its officers, directors, employees, agents, invitees or sub-

Control Act, 15 U.S.C. § 2601 et seq., or any other Law regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as may now or at any time in the future be in effect, or any other hazardous, toxic or dangerous, waste, substance or material.

(c) Lessee shall promptly notify Lessor in writing, if Lessee has or acquires notice or knowledge that any Hazardous Material has been or is threatened to be released,

*[Redacted]*

violation of the Law during the Term. Lessee shall promptly notify Lessor and provide copies

(including reasonable attorneys' and experts' fees and fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding) that may at any time be imposed upon, incurred by or asserted or awarded against Lessor or any of them in connection with or arising from or out of Lessee's violation of any of its obligations set forth in Section 10.1

(e) Lessee agrees to indemnify, defend (with counsel reasonably acceptable to DOA at Lessee's sole cost) and hold DOA and their employees, contractors, and agents harmless and against all environmental liabilities and costs, liabilities and obligations

respective successors and assigns (collectively, the "Lessor Indemnitees"), against any and all loss, cost, damage, liability or expense as incurred (including but not limited to actual attorneys' fees and legal costs) arising out of or related to any claim, suit or judgment brought by or in

[REDACTED]

legal costs) arising out of or related to any claim, suit or judgment brought by or in favor of any person or persons for damage, loss or expense due to, but not limited to, bodily injury, including death, or property damage sustained by such person or persons which arises out of, is occasioned by or is attributable to Lessee's use of, and/or activities on, the Leased Premises and Equipment by Lessee, its officers, agents, employees, invitees, permittees, contractors, or subcontractors.

1. The Lessee shall not be held liable for any claims, demands, litigation or governmental action involving the presence or suspected presence of asbestos on the Leased Premises and any violation of any law, but solely to the extent of the actual cost of removal of such asbestos.

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of asbestos on the Leased Premises and any violation of any law, but solely to the extent of the actual cost of removal of such asbestos.

**Section 11.4 DOA's Indemnification.** To the extent authorized by Law, DOA will indemnify, defend and hold harmless Lessee and its officers, agents and employees, together with any of Lessee's permitted successors and assigns, from and against any claims, liabilities, damages, costs, penalties, forfeitures, losses or expenses (including but not limited to actual attorneys' fees and legal costs) resulting from any injury, loss or damage to persons or property arising out of the negligence or willful misconduct of DOA, officers or employees.

**ARTICLE XII.**

**Section 12.1 Payment of Taxes.** Lessee shall collect (as applicable) and pay to the appropriate collecting authorities all federal, state and local taxes and fees, which accrue during the Term on or against or with respect to the Leased Premises, Lessee's Improvements, the Equipment or the business conducted by Lessee on the Leased Premises.

**Section 12.2 Insurance.** Lessee shall maintain in effect all federal, state and local

payment is due under this Lease for a second time in any calendar year in which a written notice of late payment has been delivered, or deemed delivered, to Lessee under this Lease.

(b) Failure to obtain and maintain all insurance as required under this Lease and/or to furnish to Lessor evidence thereof and/or evidence of payment thereof, if the failure is

~~... of written notice to Lessor of such~~

violation.

(c) A court Order for relief in any involuntary case commenced against Lessee, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, and said Order is not vacated within 120 days, or the entry of a decree or order by a court having

~~... appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other~~

Lessee also is given, in writing, notice specifying Lessee's failure and Lessee fails to correct the

failure.

**ARTICLE XIV.  
DEFAULT BY LESSOR**



Mechanical College  
3810 West Lakeshore Drive  
Baton Rouge, Louisiana 70808  
Attn: Executive Vice President for  
Health Care

**With a copy to:** LSU System Office  
3810 West Lakeshore Drive  
Baton Rouge, Louisiana 70808

Attn: Vice President of Health Affairs

**With a copy to:** Taylor, Porter, Brooks & Phillips,  
L.L.P.  
Attn: LSU Health Care Partner  
451 Florida St., 8<sup>th</sup> Floor  
Baton Rouge, Louisiana 70801

**State:** Commissioner of Administration  
Division of Administration  
State of Louisiana  
Claiborne Building  
1201 North Third Street  
Baton Rouge, Louisiana 70801

**With a copy to:** Director  
Office of Facility Planning and Control

Claiborne Building  
1201 North Third Street  
Baton Rouge, Louisiana 70801

Any such notice or communication shall be deemed to have been given either at the time

of delivery or on the business day on which delivery is refused

the event of an emergency, when Lessor's entry shall not be limited to normal business hours) to inspect the property and Equipment, as long as Lessor's inspection does not unreasonably interfere with the operation of the proper function of the Lessee's business. Lessor shall attempt to provide Lessee with reasonable advance notice of its intent to inspect the Leased Premises and

representative accompany Lessor during such entry and inspection. Lessee shall not deny Lessor access to the Leased Premises or Equipment.

~~Section 197~~ ~~Delegation of Duties~~ Nothing contained herein shall be deemed as

and to the extent therein stated. One or more waivers shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

**Section 16.4 Lessor's Consent.** In any instance in which a party's consent or approval is required under this Lease, then, unless specifically stated otherwise in such provision, such party agrees not to unreasonably withhold, delay or condition such consent or approval.

**Section 16.5 Severability.** The provisions of this Lease are severable. Any terms

and/or conditions that are deemed illegal, invalid or unenforceable shall not affect any other term.

**Section 16.10 Choice of Law.** This Lease shall be construed under and in accordance with the Laws of the State of Louisiana, and, in the event of a court proceeding, any such proceeding shall be filed in the Louisiana Nineteenth Judicial District Court.

**Section 16.13 Provision of Records.** Until the expiration of four (4) years after the  
furnishings of any services hereunder and in the event the services provided by the parties

period, the parties shall make available, upon written request of the Secretary of the United

States Department of Health and Human Services, or upon the written request of the United

[Signature Page for Lake Charles Hospital Site Lease]

Lease by and among Board of Supervisors of Louisiana State University and Agricultural  
and Mechanical College, the Division of Administration, the State of Louisiana and Southwest

Louisiana Hospital Association, is executed in multiple original counterparts.

**IN WITNESS WHEREOF**, the parties hereto have signed their names as of the \_\_\_ day

[Signature Page for Lake Charles Hospital Site Lease]

Lease by and among Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the Division of Administration, the State of Louisiana and Southwest Louisiana Hospital Association, is executed in multiple original counterparts.


WITNESSES: \_\_\_\_\_ STATE OF LOUISIANA, through DIVISION OF \_\_\_\_\_

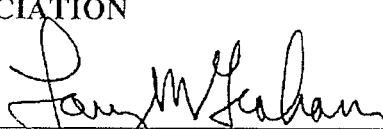
[Signature Page for Lake Charles Hospital Site Lease]


Lease by and among Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the Division of Administration, the State of Louisiana and Southwest Louisiana Hospital Association, is executed in multiple original counterparts.

WITNESSES:

**SOUTHWEST LOUISIANA HOSPITAL  
ASSOCIATION**

  
Printed Name: PAM DEVALL

By:   
Larry M. Graham  
President

  
Printed Name: Jennifer Schelette



**Exhibit A**  
**EQUIPMENT**

Grantee agrees to reconcile the attached list of equipment to the actual equipment in/on the premises by October 1, 2012 and furnish that reconciled list to ISU by November 1, 2012.

A large, solid black rectangular redaction covers the majority of the page, obscuring all text and data that would otherwise be present in the table or list. The redaction extends from the top margin down to approximately the middle of the page.

**ExhibitB**  
**LEASED PREMISES**

**Lake Charles Hospital Site**

**Need**

**Exhibit C**  
**SERVICE STANDARDS BUILDING**

**Element**

**Standard**

Control

In general, all elements of building fabric, fixtures

**Element**

**Standard**

- Mirrors
- Balustrades

- Free from pests.

**Element**

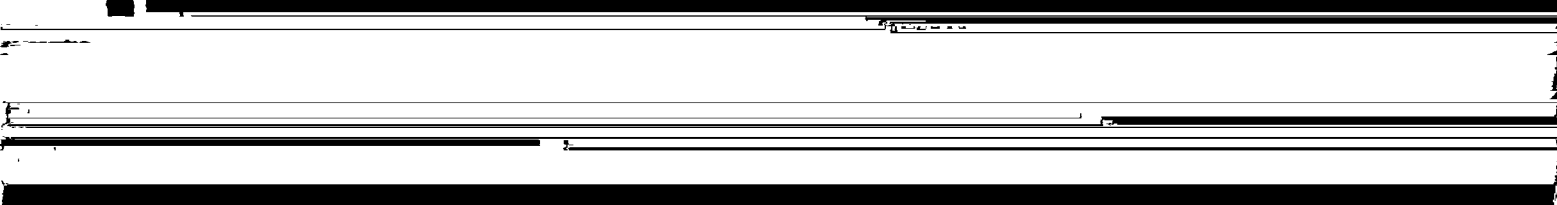
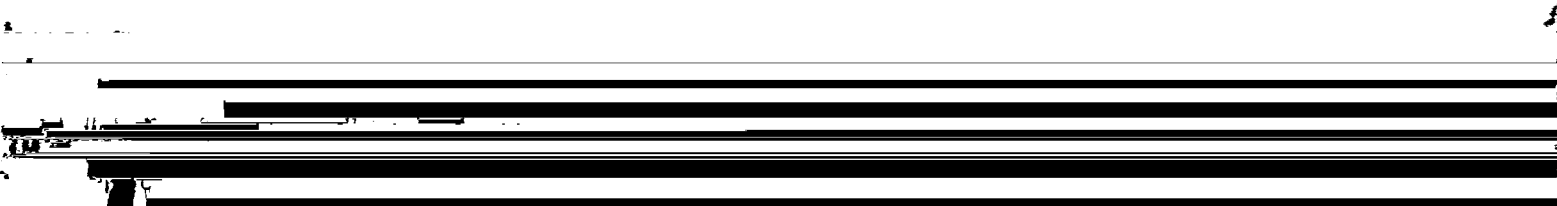
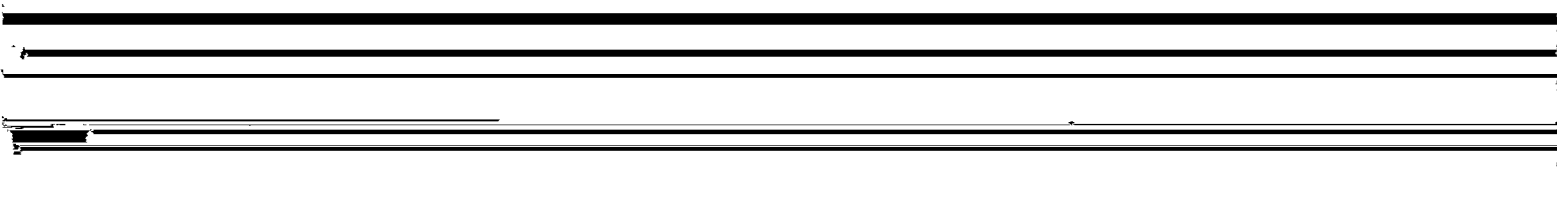
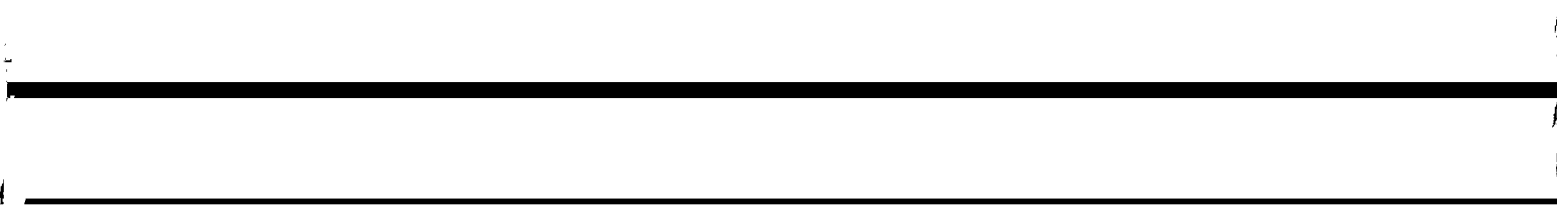
**Standard**

- Regularly test all breakers and transformers
- Regularly clean all switchgear and transformers.
- Do injection testing at least every two years

**Element**

**Standard**

Element	Standard
Security and Other Business Systems	Classifications 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 2.0, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 3.0, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 4.0, 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 5.0, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 6.0, 6.1, 6.2, 6.3, 6.4, 6.5, 6.6, 6.7, 6.8, 6.9, 7.0, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, 7.8, 7.9, 8.0, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9, 9.0, 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, 9.8, 9.9, 10.0, 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 11.0, 11.1, 11.2, 11.3, 11.4, 11.5, 11.6, 11.7, 11.8, 11.9, 12.0, 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 12.8, 12.9, 13.0, 13.1, 13.2, 13.3, 13.4, 13.5, 13.6, 13.7, 13.8, 13.9, 14.0, 14.1, 14.2, 14.3, 14.4, 14.5, 14.6, 14.7, 14.8, 14.9, 15.0, 15.1, 15.2, 15.3, 15.4, 15.5, 15.6, 15.7, 15.8, 15.9, 16.0, 16.1, 16.2, 16.3, 16.4, 16.5, 16.6, 16.7, 16.8, 16.9, 17.0, 17.1, 17.2, 17.3, 17.4, 17.5, 17.6, 17.7, 17.8, 17.9, 18.0, 18.1, 18.2, 18.3, 18.4, 18.5, 18.6, 18.7, 18.8, 18.9, 19.0, 19.1, 19.2, 19.3, 19.4, 19.5, 19.6, 19.7, 19.8, 19.9, 20.0, 20.1, 20.2, 20.3, 20.4, 20.5, 20.6, 20.7, 20.8, 20.9, 21.0, 21.1, 21.2, 21.3, 21.4, 21.5, 21.6, 21.7, 21.8, 21.9, 22.0, 22.1, 22.2, 22.3, 22.4, 22.5, 22.6, 22.7, 22.8, 22.9, 23.0, 23.1, 23.2, 23.3, 23.4, 23.5, 23.6, 23.7, 23.8, 23.9, 24.0, 24.1, 24.2, 24.3, 24.4, 24.5, 24.6, 24.7, 24.8, 24.9, 25.0, 25.1, 25.2, 25.3, 25.4, 25.5, 25.6, 25.7, 25.8, 25.9, 26.0, 26.1, 26.2, 26.3, 26.4, 26.5, 26.6, 26.7, 26.8, 26.9, 27.0, 27.1, 27.2, 27.3, 27.4, 27.5, 27.6, 27.7, 27.8, 27.9, 28.0, 28.1, 28.2, 28.3, 28.4, 28.5, 28.6, 28.7, 28.8, 28.9, 29.0, 29.1, 29.2, 29.3, 29.4, 29.5, 29.6, 29.7, 29.8, 29.9, 30.0, 30.1, 30.2, 30.3, 30.4, 30.5, 30.6, 30.7, 30.8, 30.9, 31.0, 31.1, 31.2, 31.3, 31.4, 31.5, 31.6, 31.7, 31.8, 31.9, 32.0, 32.1, 32.2, 32.3, 32.4, 32.5, 32.6, 32.7, 32.8, 32.9, 33.0, 33.1, 33.2, 33.3, 33.4, 33.5, 33.6, 33.7, 33.8, 33.9, 34.0, 34.1, 34.2, 34.3, 34.4, 34.5, 34.6, 34.7, 34.8, 34.9, 35.0, 35.1, 35.2, 35.3, 35.4, 35.5, 35.6, 35.7, 35.8, 35.9, 36.0, 36.1, 36.2, 36.3, 36.4, 36.5, 36.6, 36.7, 36.8, 36.9, 37.0, 37.1, 37.2, 37.3, 37.4, 37.5, 37.6, 37.7, 37.8, 37.9, 38.0, 38.1, 38.2, 38.3, 38.4, 38.5, 38.6, 38.7, 38.8, 38.9, 39.0, 39.1, 39.2, 39.3, 39.4, 39.5, 39.6, 39.7, 39.8, 39.9, 40.0, 40.1, 40.2, 40.3, 40.4, 40.5, 40.6, 40.7, 40.8, 40.9, 41.0, 41.1, 41.2, 41.3, 41.4, 41.5, 41.6, 41.7, 41.8, 41.9, 42.0, 42.1, 42.2, 42.3, 42.4, 42.5, 42.6, 42.7, 42.8, 42.9, 43.0, 43.1, 43.2, 43.3, 43.4, 43.5, 43.6, 43.7, 43.8, 43.9, 44.0, 44.1, 44.2, 44.3, 44.4, 44.5, 44.6, 44.7, 44.8, 44.9, 45.0, 45.1, 45.2, 45.3, 45.4, 45.5, 45.6, 45.7, 45.8, 45.9, 46.0, 46.1, 46.2, 46.3, 46.4, 46.5, 46.6, 46.7, 46.8, 46.9, 47.0, 47.1, 47.2, 47.3, 47.4, 47.5, 47.6, 47.7, 47.8, 47.9, 48.0, 48.1, 48.2, 48.3, 48.4, 48.5, 48.6, 48.7, 48.8, 48.9, 49.0, 49.1, 49.2, 49.3, 49.4, 49.5, 49.6, 49.7, 49.8, 49.9, 50.0, 50.1, 50.2, 50.3, 50.4, 50.5, 50.6, 50.7, 50.8, 50.9, 51.0, 51.1, 51.2, 51.3, 51.4, 51.5, 51.6, 51.7, 51.8, 51.9, 52.0, 52.1, 52.2, 52.3, 52.4, 52.5, 52.6, 52.7, 52.8, 52.9, 53.0, 53.1, 53.2, 53.3, 53.4, 53.5, 53.6, 53.7, 53.8, 53.9, 54.0, 54.1, 54.2, 54.3, 54.4, 54.5, 54.6, 54.7, 54.8, 54.9, 55.0, 55.1, 55.2, 55.3, 55.4, 55.5, 55.6, 55.7, 55.8, 55.9, 56.0, 56.1, 56.2, 56.3, 56.4, 56.5, 56.6, 56.7, 56.8, 56.9, 57.0, 57.1, 57.2, 57.3, 57.4, 57.5, 57.6, 57.7, 57.8, 57.9, 58.0, 58.1, 58.2, 58.3, 58.4, 58.5, 58.6, 58.7, 58.8, 58.9, 59.0, 59.1, 59.2, 59.3, 59.4, 59.5, 59.6, 59.7, 59.8, 59.9, 60.0, 60.1, 60.2, 60.3, 60.4, 60.5, 60.6, 60.7, 60.8, 60.9, 61.0, 61.1, 61.2, 61.3, 61.4, 61.5, 61.6, 61.7, 61.8, 61.9, 62.0, 62.1, 62.2, 62.3, 62.4, 62.5, 62.6, 62.7, 62.8, 62.9, 63.0, 63.1, 63.2, 63.3, 63.4, 63.5, 63.6, 63.7, 63.8, 63.9, 64.0, 64.1, 64.2, 64.3, 64.4, 64.5, 64.6, 64.7, 64.8, 64.9, 65.0, 65.1, 65.2, 65.3, 65.4, 65.5, 65.6, 65.7, 65.8, 65.9, 66.0, 66.1, 66.2, 66.3, 66.4, 66.5, 66.6, 66.7, 66.8, 66.9, 67.0, 67.1, 67.2, 67.3, 67.4, 67.5, 67.6, 67.7, 67.8, 67.9, 68.0, 68.1, 68.2, 68.3, 68.4, 68.5, 68.6, 68.7, 68.8, 68.9, 69.0, 69.1, 69.2, 69.3, 69.4, 69.5, 69.6, 69.7, 69.8, 69.9, 70.0, 70.1, 70.2, 70.3, 70.4, 70.5, 70.6, 70.7, 70.8, 70.9, 71.0, 71.1, 71.2, 71.3, 71.4, 71.5, 71.6, 71.7, 71.8, 71.9, 72.0, 72.1, 72.2, 72.3, 72.4, 72.5, 72.6, 72.7, 72.8, 72.9, 73.0, 73.1, 73.2, 73.3, 73.4, 73.5, 73.6, 73.7, 73.8, 73.9, 74.0, 74.1, 74.2, 74.3, 74.4, 74.5, 74.6, 74.7, 74.8, 74.9, 75.0, 75.1, 75.2, 75.3, 75.4, 75.5, 75.6, 75.7, 75.8, 75.9, 76.0, 76.1, 76.2, 76.3, 76.4, 76.5, 76.6, 76.7, 76.8, 76.9, 77.0, 77.1, 77.2, 77.3, 77.4, 77.5, 77.6, 77.7, 77.8, 77.9, 78.0, 78.1, 78.2, 78.3, 78.4, 78.5, 78.6, 78.7, 78.8, 78.9, 79.0, 79.1, 79.2, 79.3, 79.4, 79.5, 79.6, 79.7, 79.8, 79.9, 80.0, 80.1, 80.2, 80.3, 80.4, 80.5, 80.6, 80.7, 80.8, 80.9, 81.0, 81.1, 81.2, 81.3, 81.4, 81.5, 81.6, 81.7, 81.8, 81.9, 82.0, 82.1, 82.2, 82.3, 82.4, 82.5, 82.6, 82.7, 82.8, 82.9, 83.0, 83.1, 83.2, 83.3, 83.4, 83.5, 83.6, 83.7, 83.8, 83.9, 84.0, 84.1, 84.2, 84.3, 84.4, 84.5, 84.6, 84.7, 84.8, 84.9, 85.0, 85.1, 85.2, 85.3, 85.4, 85.5, 85.6, 85.7, 85.8, 85.9, 86.0, 86.1, 86.2, 86.3, 86.4, 86.5, 86.6, 86.7, 86.8, 86.9, 87.0, 87.1, 87.2, 87.3, 87.4, 87.5, 87.6, 87.7, 87.8, 87.9, 88.0, 88.1, 88.2, 88.3, 88.4, 88.5, 88.6, 88.7, 88.8, 88.9, 89.0, 89.1, 89.2, 89.3, 89.4, 89.5, 89.6, 89.7, 89.8, 89.9, 90.0, 90.1, 90.2, 90.3, 90.4, 90.5, 90.6, 90.7, 90.8, 90.9, 91.0, 91.1, 91.2, 91.3, 91.4, 91.5, 91.6, 91.7, 91.8, 91.9, 92.0, 92.1, 92.2, 92.3, 92.4, 92.5, 92.6, 92.7, 92.8, 92.9, 93.0, 93.1, 93.2, 93.3, 93.4, 93.5, 93.6, 93.7, 93.8, 93.9, 94.0, 94.1, 94.2, 94.3, 94.4, 94.5, 94.6, 94.7, 94.8, 94.9, 95.0, 95.1, 95.2, 95.3, 95.4, 95.5, 95.6, 95.7, 95.8, 95.9, 96.0, 96.1, 96.2, 96.3, 96.4, 96.5, 96.6, 96.7, 96.8, 96.9, 97.0, 97.1, 97.2, 97.3, 97.4, 97.5, 97.6, 97.7, 97.8, 97.9, 98.0, 98.1, 98.2, 98.3, 98.4, 98.5, 98.6, 98.7, 98.8, 98.9, 99.0, 99.1, 99.2, 99.3, 99.4, 99.5, 99.6, 99.7, 99.8, 99.9, 100.0



## Service Standards, Horticulture

Element	Standard
Tree, Shrubs & Hedges	<ul style="list-style-type: none"><li>• Trimmed, pruned and/or cut to maintain healthy plant growth and so as to minimize<ul style="list-style-type: none"><li>○ The risk of crime or vandalism</li><li>○ The opportunity for storm wind damage</li><li>○ Risk of fire</li><li>○ The obstruction of roadways, pathways, car parks, street lighting etc.</li></ul></li><li>• Are secure and safe.</li><li>• Free from dead or dying branches</li><li>• Free from litter.</li><li>• Free from disease and/or aphid infestation</li><li>• Replaced as and when necessary to maintain appearance</li><li>• If irrigated, maintain irrigation system.</li></ul>
Grassed Areas	<ul style="list-style-type: none"><li>• Shall be uniform appearance</li><li>• Edges shall be trimmed</li><li>• Free from mole or vermin infestation.</li><li>• Free from fallen leaves, weeds and litter</li><li>• Shall be maintained to a uniform length</li></ul>

**Element**

**Standard**

**Boundaries**

Including but not limited to...

- Intact safe sound and secure.

...