



Property (location of work)

Property Address: 2207 Carrington St Current Zoning: _____
Historic District: Union Hill

Application is submitted for: (check one)

- Alteration
- Demolition
- New Construction

Project Description (attach additional sheets if needed):

Installation of 6" height cobblestone edging around garden areas in front yard. Also, installation of shed in backyard

Applicant/Contact Person: Harry Lee Brann

Company: _____

Mailing Address: 2207 Carrington St

City: Richmond State: VA Zip Code: 23223

Telephone: (703) 408-7744

Email: hlbrann@gmail.com

Billing Contact? _____ Applicant Type (owner, architect, etc.): owner

yes
Property Owner: Harry Lee Brann

If Business Entity, name and title of authorized signee: _____

Mailing Address: 2207 Carrington St

City: Richmond State: VA Zip Code: 23223

Telephone: (703) 408-7744

Email: hlbrann@gmail.com

Billing Contact? yes

****Owner must sign at the bottom of this page****

Acknowledgement of Responsibility

Compliance: If granted, you agree to comply with all conditions of the certificate of appropriateness (COA). Revisions to approved work require staff review and may require a new application and approval from the Commission of Architectural Review (CAR). Failure to comply with the conditions of the COA may result in project delays or legal action. The COA is valid for one (1) year and may be extended for an additional year, upon written request and payment of associated fee.

Requirements: A complete application includes all applicable information requested on checklists available on the CAR website to provide a complete and accurate description of existing and proposed conditions, as well as payments of the application fee. Applications proposing major new construction, including additions, should meet with staff to review the application and requirements prior to submitting. Owner contact information and signature is required. Late or incomplete applications will not be considered.

Zoning Requirements: Prior to Commission review, it is the responsibility of the applicant to determine if zoning approval is required. Application materials should be prepared in compliance with zoning.

Property Owner Signature: [Signature] Date: 10/28/25



Cross Creek Nursery and Landscaping

501 Courthouse Rd
Richmond, VA 23236

Proposal #90003315

Created: 07/28/2025

Date: 12/10/2025

From: Cody Jordan

Proposal For

Lee Brann

2207 Carrington St
Richmond, VA 23223

mobile: (703) 408-7744
hlbrann@gmail.com

Location

2207 Carrington St
Richmond, VA 23223

Front Yard

Terms
Net 30



ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1) Concrete Edger Installation per 50 linear foot trench, concrete footer and mortar joints for concrete edgers	2	\$ 1,734.98	\$ 3,469.96
5) Planting Removal/creation of beds, installation, amending, staking of trees and first watering of all plant material	1	\$ 1,239.50	\$ 1,239.50
6) Clethra Ruby Spice 3G Ruby Spice Clethra Height: 4-6' Spread: 3-5' Sun: Full Sun - Part Shade Bloom: Bright Pink - Summer	1	\$ 38.48	\$ 38.48
7) Pink Muhly Grass 3G Pink Muhly Grass 3G Height: 2-3' Spread: 2-3' Sun: Full Sun Bloom: Pink - Fall	1	\$ 32.99	\$ 32.99
8) Coreopsis Vertici Moonbeam 1G Moonbeam Coreopsis Height: 12-18" Spread: 2' Sun: Full sun Bloom: Yellow - Late Spring	3	\$ 12.63	\$ 37.89
9) Monarda Balmy Rose 1G Balmy Rose Bee Balm Height: 10-12" Spread: 8-10" Sun: Full Sun - Part Sun Bloom: Rosy Pink - Late spring to early summer	3	\$ 12.89	\$ 38.67



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10) Ilex Gem Box 3G Gem Box Inkberry Holly Height: 2-3' Spread: 2-3' Sun: Full Sun- Part Sun Bloom: N/A	2	\$ 49.48	\$ 98.96
13) Chionanthus Virginicus 15G Virginia Fringe Tree Height:20-25' Spread:25' Sun: Full Sun Bloom: White - Spring	1	\$ 229.99	\$ 229.99
14) Aronia Low Scape Mound 3G Black Chokeberry Low Scape Mound Height: 1-2' Spread: 3-4' Sun: Full Sun - Part shade Bloom: White - May	3	\$ 43.99	\$ 131.97
16) Mulch Installation Hand edge, apply snapshot throughout mulch bed, install 3" of mulch	1	\$ 103.46	\$ 103.46

Client Notes

General Overview: Front Yard

Cross Creek will complete the following:

- Create Raised planter boxes on either side of the front walkway. The left side box will be 4.5' x 9.5' and the right side box will be 9.5' x 9.5'. They will be 18" Tall.
- Fill planter boxes with soil and install plants according to design.
- Mulch boxes and front right foundation bed.

- **1 gallon sized plant material or smaller, including grasses, vines and ground cover is not covered under warranty.**
- **Existing transplanted material is not covered under warranty.**
- **Seed germination and Sod is not covered under warranty.**



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All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.

SUBTOTAL	\$ 5,421.87
SALES TAX	\$ 59.51
TOTAL	\$ 5,481.38
DEPOSIT AMOUNT (33.0%)	1,808.86
DUE DATE	01/09/2026

Signature

x *Harry Lee Brann* Date: 10/22/2025

Please sign here to accept the terms and conditions

Assigned To

Angel Garcia
angel.garcia@crosscreeknursery.com

Sales Reps

Cody Jordan
 Office: 804-206-2134
cody.jordan@crosscreeknursery.com

Photos





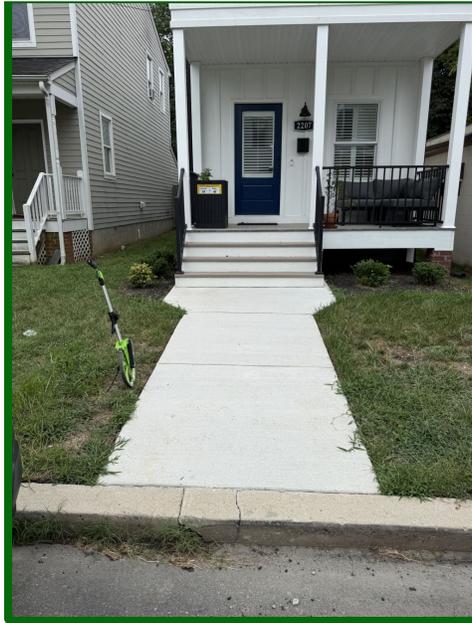
Cross Creek Nursery and Landscaping
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6)



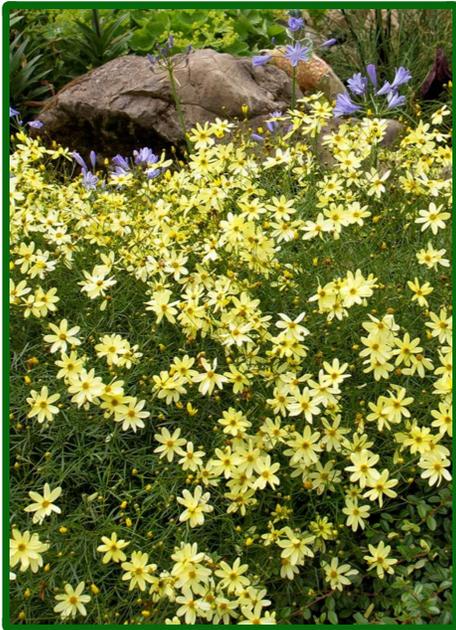
7)



8)



8)



9)



10)





Cross Creek Nursery and Landscaping
501 Courthouse Rd
Richmond, VA 23236

Proposal #90003315

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Date: 12/10/2025

From: Cody Jordan

13)



14)





(800) 250-3411

501 Courthouse Road, Richmond, VA, 23236 billing@crosscreeknursery.com
www.crosscreeknursery.com

VA Class A License # 2705135593; licensed under Tropical Treehouse Corp.
Specialty Licenses: Commercial Building (CBC), Landscape Service (LSC), Residential Building (RBC)

Contract for Landscaping

Customer and Billing Address

Service Address (the "Property")

Fee Date: _____

Sent On: _____

Total: _____

Payment: _____

Email: _____

Email: _____

Balance _____

Phone: _____

Phone: _____

This Contract (this "Contract"), dated this ___ day of _____, 20____, between **Cross Creek**, a Virginia corporation ("Cross Creek") and _____, [] an individual homeowner / [] a corporation / limited liability company ("Customer") (Cross Creek and Customer are each a "Party" and collectively the "Parties") is binding among and between these Parties as of the date of executed by all Parties hereto.

1. **Work.** Customer hereby retains Cross Creek to do the work set forth in **Schedule A**, attached hereto, and as otherwise this Contract (the "Work").

2. **Contract Price.** In consideration of the Work performed, the Customer agrees to pay Cross Creek as follows:

a. Cross Creek's total compensation for the Work shall be: _____ (the "Fee" which shall be paid as set forth in Section 2b, below).

b. The Fee shall be paid as follows:

i. Thirty-Three percent (33%) of the Fee (the "Deposit") shall be paid to Cross Creek prior to the start of Work, and Work will be scheduled once the Deposit is received.

ii. Unless otherwise set forth on the Draw Schedule attached hereto as **Schedule B** and incorporated herewith (the "Draw Schedule"), the remaining balance of the Fee shall be due and payable to Cross Creek immediately upon Substantial Completion of the Work. The final payment of the Fee set forth on the Draw Schedule is also immediately due and payable to Cross Creek upon Cross Creek's Substantial Completion of the Work. "Substantial Completion" means the stage of the Work (or a specified part thereof) that may still require minor modifications or adjustments, but, the Work (or a specified part thereof) has progressed to the point where, in the opinion of Cross Creek, the Work (or a specified part thereof) is sufficiently complete, in accordance with this Contract, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

c. Any payment not paid within thirty (30) days of the date of any invoice from Cross Creek shall constitute a breach of this Agreement and Cross Creek shall be entitled to interest on such payment at the rate of eighteen (18%), per annum, and to any and all reasonable attorneys' fees incurred in the collection of such amounts.

3. **Work Schedule.** Customer authorizes Cross Creek to perform the Work as defined in this Contract. Provided Cross Creek is not prevented by elements outside Cross Creek's control, by Customer, issuance of all applicable permits, weather, or otherwise: (i) Cross Creek will commence Work within _____ (_) days after Cross Creek's receipt of this executed Contract and the Deposit and any initial payment required pursuant to this Contract (the "Commencement Date"); and (ii) Cross Creek proposes to finish the Work in approximately ___ working days after the Commencement Date. Cross Creek shall diligently pursue completion of the Work. However, Cross Creek is not responsible for delays beyond Cross Creek's control such as floods, tornadoes, earthquakes, lightning, natural disasters or any other inclement or unfavorable weather; national emergencies, strikes, lockouts, fires, freight embargoes or labor disputes; inability to obtain labor, services or any materials subject to supply shortages or other delays; acts or failures to act by Customer, Customer's agents or tenants which delays the Work; changes in the plans or specifications; acts of war, riots, civil commotion; fires; epidemics, quarantine restrictions; delays caused by any state, government, public authority or public enemy, or any other delays beyond Cross Creek's control. Cross Creek routinely orders more materials than necessary; therefore, all leftover building materials remain Cross Creek's property. Upon executed this Contract, Customer grants Cross Creek permission to take photos of the Work and Work area, and for Cross Creek to use such photos for its current and future advertising.

4. **Warranty.**

- Shrubs and Trees are warranted for a one time replacement per plant for a period of one (1) year from Work completion.
- Hardscape installations are covered for a period of five (5) years from Work completion.
- Grounds Maintenance Customers receive a life of the contract warranty or a one year warranty (whichever is longer).
- All warranty items include parts and installation. Replacement plants will be the same size as the original plant installed.
- Perennials are not warranted. Transplanted plant material from one site on the Property to another is not warranted. Sod is not warranted.
- All Warranties shall be invalidated by Acts of God, including, but not limited to, wind, storm, hail, fire, flood, extended drought, extended amounts of rain, earthquake and freezing.
- All warranties are invalidated by any illegal trespass claims or damages resulting from additional work performed by or at the request of Customer in area that landscape services were provided, or other actions or neglect causing damage to the plant, hardscape or other installations (e.g., not properly watering plants); and all warranties are also invalidated by damage caused by animals such as rabbits, deer and squirrels.
- Warranty shall not apply to any landscaping performed on the Property which is not owned or controlled by the Customer.

5. **Rescheduling.** Cross Creek reserves the right to reschedule services due to rain, snow or any other inclement weather or unfavorable conditions.

6. **Adding of Services.** Any modification to this Contract, which changes the cost, materials, work to be performed, or estimated completion date must be in writing and signed by all Parties.

7. **Cancellation.** Customer may cancel this Contract, and receive a return of its Deposit, by providing written notice to _____ of Cross Creek at least thirty (30) days in advance of the Commencement Date. Customer will be charged ten percent (10%) of the total Fee if Customer cancels this Contract within thirty (30) days of the Commencement Date (the "Cancellation Fee"), plus the cost of any materials Cross Creek purchased for such Work that cannot immediate be returned or immediately repurposed by Cross Creek (the "Materials Cost"), which such Cancellation Fee and Materials Cost will be deducted from the Deposit. The Customer assumes a 25% restocking fee on all hardscape (including, but not limited to lumber, pavers and wall block) or material changes that take place during or within 2 weeks of the Commencement Date.

8. **Assignment of Contract.** The Customer and Cross Creek agree to not assign this Contract without the written consent of the other; provided, however, that nothing herein shall prevent Cross Creek from subcontracting all, or a portion of, its obligations hereunder.

9. Underground Objects, Specific Work and Additional Costs. One week prior to digging, Cross Creek will call Miss Utility to have the Work area marked. Miss Utility marks lines from the service box to the improvements on the Property. Lines from the main service to locations on the Property are not marked by Miss Utility. Such items include but are not limited to lampposts, irrigation wiring, landscape lighting, and dog fencing. Irrigation pipes, heads, valves, valve boxes, drainage pipes and collection boxes are also not marked by Miss Utility. All unmarked items, including those listed above, are considered "Unmarked Utilities". Damages to Unmarked Utilities are the responsibility of the Customer (unless otherwise agreed upon in this Contract) and will only be repaired by Cross Creek at a written agreement with respect to the cost of the repair. Unknown, hidden or subsurface issues that come up during Work (e.g., stumps, boulders or springs) will require additional costs to remediate, which shall be agreed to by the Parties in writing. When removing existing concrete, anything over 4" in depth will incur an additional removal fee based on the work involved, which shall be agreed to by the Parties in writing. Drainage solutions (e.g., French drains, catch basins and downspout diversion) will be installed to NDS specifications. Even though these methods are to help with drainage, Cross Creek cannot guarantee work areas will remain free of saturation at all times.

10. Default/Breach. Except as otherwise set forth herein or inconsistent with other provisions hereof, if Customer defaults in the performance of any obligation set forth herein or otherwise breaches a material term of this Contract, then Cross Creek shall be entitled to seek any and all remedies set forth herein and otherwise available to it at law or in equity. In addition, if Cross Creek substantially prevails, it shall be entitled to recover its reasonable attorney's fees and its cost incurred in the pursuit of such remedies from Customer.

11. Notices. All notices required to be given under this Contract shall be deemed given upon actual physical delivery to the other Party or upon mailing of said notices to address first listed above, by first class mail, postage-prepaid, return receipt requested:

12. Cross Creek Responsibility. Cross Creek shall obtain, at Customer's expense and addition to the Fee, all necessary building permits, permits and licenses required to do the Work, including those required by the locality where the Work will take place, as applicable. Cross Creek will comply with all building and code regulations and ordinances whether or not covered by the specifications and drawings for the Work. The cost of any bonds required in order for Cross Creek to perform the Work shall be paid by Customer, in addition to the Fee. Cross Creek shall perform Cross Creek's Work in a professional, efficient, good and workmanlike manner, according to standard construction practices and all applicable building code/OSHA requirements. Cross Creek will supervise and direct all Work using Cross Creek's best skill and attention and be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for contracting and performing all portions of the Work under this Contract. Cross Creek is not responsible for the safety and health of any persons present at the job site who are not Cross Creek's employees, subcontractors, or agents or for the failure of any materials or equipment not within Cross Creek's direct control. In the event of any default by Cross Creek, the Cross Creek's maximum liability shall not exceed the amount of the Fee.

13. Customer Responsibility. The Customer shall permit Cross Creek to use, at no cost, Customer's power and water, as necessary, to carry out and complete the Work. Customer certifies that its property insurance policy is and will remain valid and in force until completion of the Work. If requested by Cross Creek, certificates of such insurance shall be provided to Cross Creek. Customer shall allow Cross Creek and its employees, subcontractors and agents full access to the Property as necessary for purposes of furnishing materials, supplying all equipment and labor and completion of the Work. Should Customer become aware of any damage to the Property that Customer believes was caused by Cross Creek, or Cross Creek's subcontractors, agents, or employees during the course of the Work, Customer must notify Cross Creek of said damage within five (5) days of its discovery, and Customer's failure to timely notify Cross Creek of said damage constitutes a waiver of Customer's rights to pursue a claim for such damages. Customer shall allow Cross Creek and its agents to inspect all alleged damage, Work and materials at all times following Customer's notice to Cross Creek. Provided there is timely notice from Customer, Cross Creek shall have a reasonable time to repair any such damage. With respect to any other work being performed at the Property that is not being performed by Cross Creek, Customer and Cross Creek shall work together to ensure that any such other work will not interfere with Cross Creek's performance of its Work hereunder. Any loss of productivity experienced by Cross Creek due to interference by Customer, at Customer's direction, or by

Customer's agents, invitees, guests, contractors or family members may result in an additional charge.

14. Indemnification. Customer agrees to defend, indemnify, save and hold harmless, Cross Creek from and against all claims, liabilities, demands, damages, losses, costs and expenses, awards, fines and judgments, caused by the negligence, reckless or intentional misconduct of the Customer, or Customer's agents, representatives, employees, its other contractors, and/or suppliers; except to the extent caused in whole or in part by the intentional misconduct of Cross Creek, or its agents, representatives, employees, or subcontractors and suppliers.

15. Governing Law; Venue and Jurisdiction. This Contract shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia. Any action arising out of this Contract or the Work performed hereunder shall be brought in the state court of competent jurisdiction located in Chesterfield County, Virginia, and both Parties hereby irrevocably consent and submit to the jurisdiction of such court.

16. Miscellaneous Provisions. This Contract shall be binding upon, and inure to the benefit of the Parties hereto and their respective heirs, legal representatives or successors and assigns. This Contract and the other documents and instruments referred to herein embodies the entire agreement and understanding of the Parties hereto. Except as otherwise set forth herein, no alteration, modification or change in this Contract shall be valid unless executed in writing by all of the Parties hereto. For the purposes of this Contract, electronic mail communication ("email") shall not constitute a writing and the content of email cannot amend or modify this Contract. This Contract may be executed in two (2) or more counterparts, but all of which together shall constitute one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile, PDF, email or electronic transmission (including electronic signatures, e-signatures, e-sign and electronic acceptance or "accept") shall constitute effective execution and delivery of this Contract as to the Parties hereto, shall be considered originals as to all Contract pages (including all signatures), and may be used in lieu of the original Contract for all purposes. This Contract shall not be construed against one Party based on the Party who drafted the Contract and it shall be deemed as being drafted by both Parties.

[Remainder of page left intentionally blank; signature page follows]

IN WITNESS WHEREOF, the Parties hereto on the date written below have executed this Contract.

CROSS CREEK:

By: _____

Name: _____

Its: _____

Date: _____

CUSTOMER:

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

NOTICE OF CANCELLATION

Capitalized terms herein shall have the same meaning as defined in the Contract between the Customer and Cross Creek, dated the ___ day of _____, 20__ (the "Contract"). To cancel this transaction, deliver a signed and dated copy of this cancellation notice to Cross Creek not later than seventy-two hours after execution of the Contract (the "Cancellation Period"); provided, however, that Customer shall be responsible for the Fee for all Work performed by Cross Creek for Customer prior to Cross Creek's receipt of Customer's cancellation notice. Any cancellation notice delivered by Customer after the Cancellation Period shall be void, and shall have no bearing on the obligations of the Parties or the terms of the Contract. This notice shall be deemed given on the date of actual delivery or on the date indicated on the return receipt or delivery service records as having been given, unless delivery is refused, in which case delivery shall be deemed to have been made on the date such item was postmarked or placed with the delivery company for delivery as indicated by a receipt.

I/we hereby cancel this transaction.

_____ (Sign) _____ (Print Name) _____ (Date)

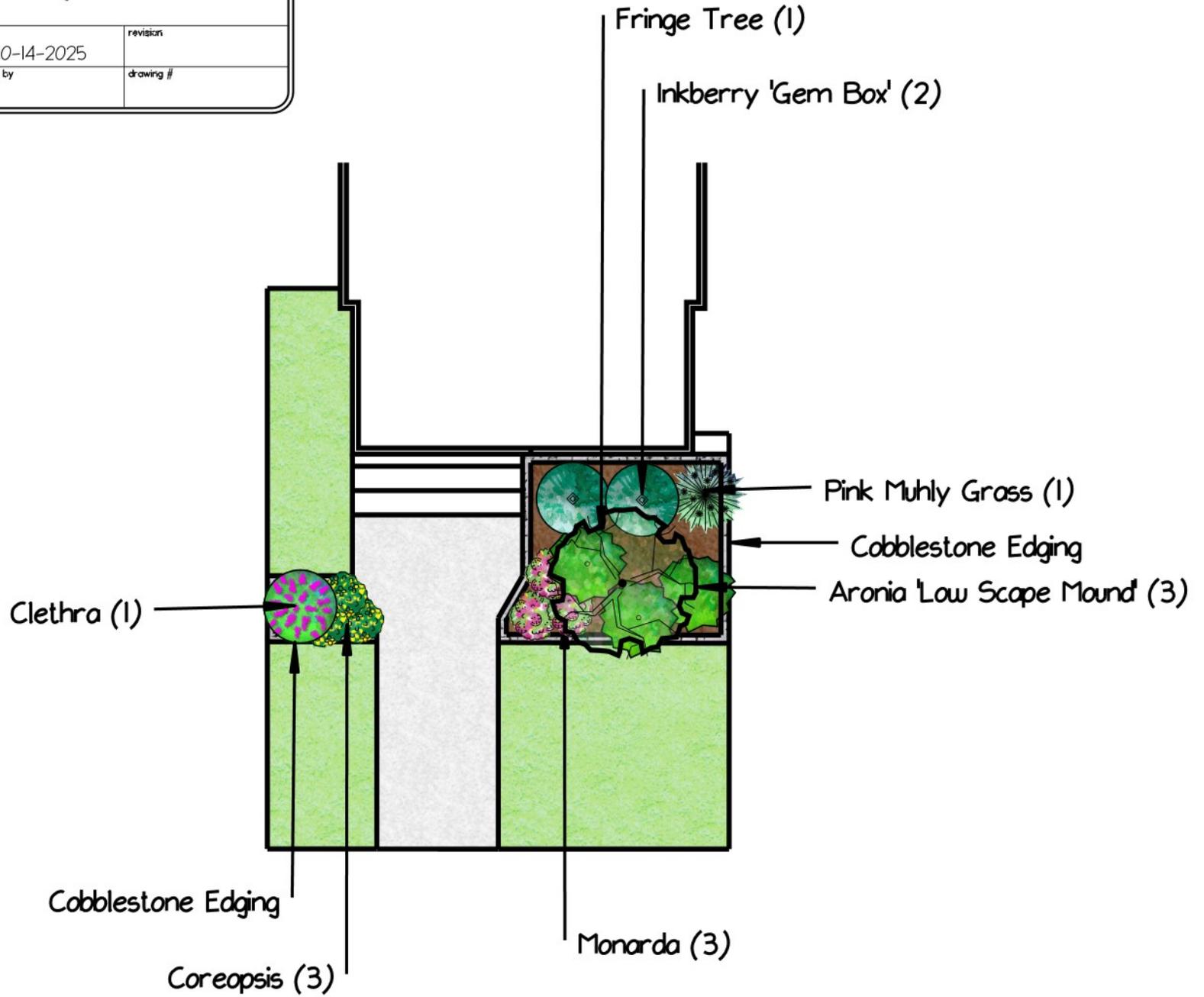
_____ (Sign) _____ (Print Name) _____ (Date)

SCHEDULE A
SCOPE OF WORK

**SCHEDULE B
DRAW SCHEDULE**

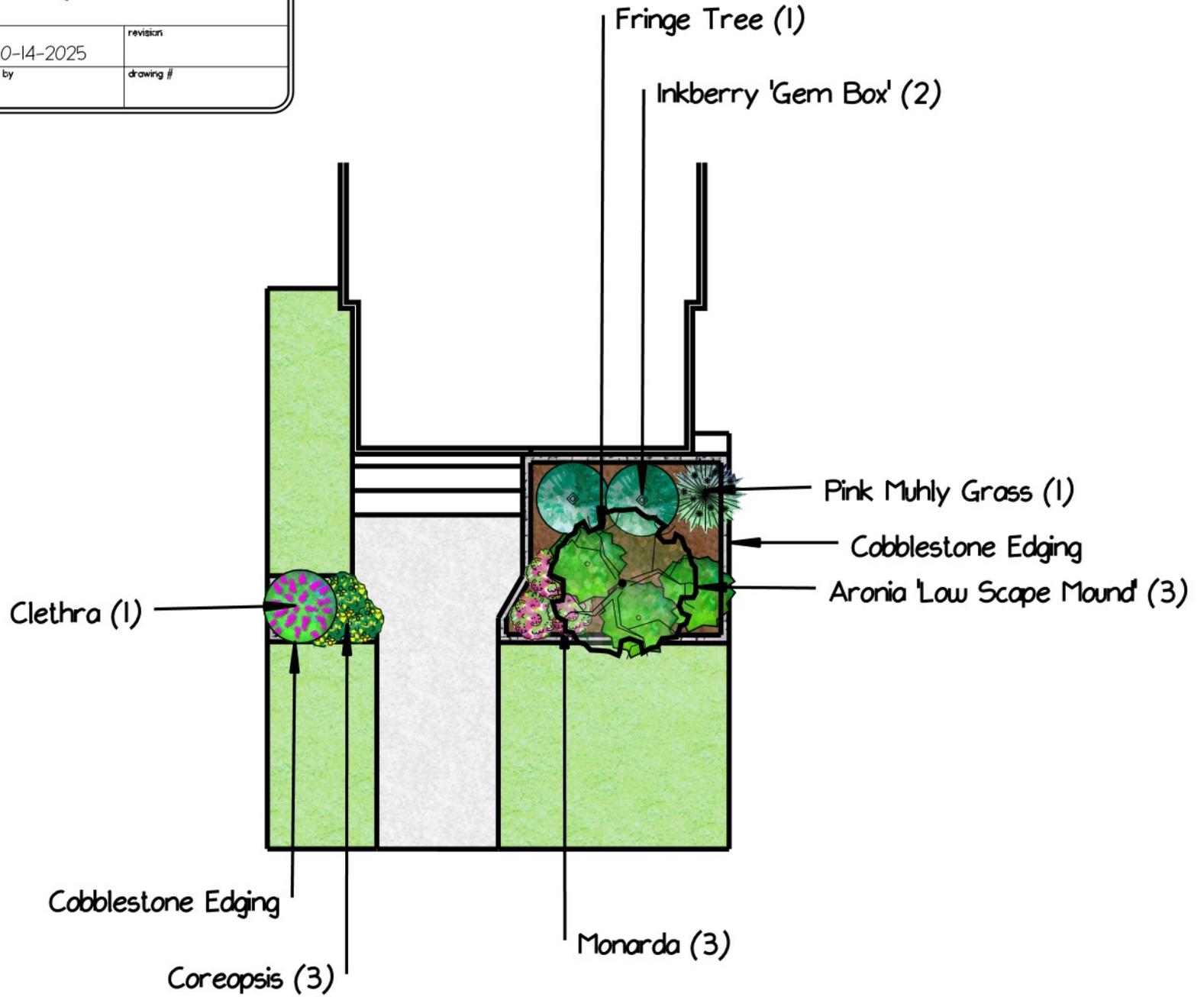
Brann Residence
2207 Carrington St

client:		
scale	1"=6'	date 10-14-2025
drawn by	Cody A Jordan	checked by
		revision
		drawing #



Brann Residence
2207 Carrington St

client:		
scale	1"=6'	date 10-14-2025
drawn by	Cody A Jordan	checked by
		revision
		drawing #



7
YEAR LIMITED
WARRANTY

*Premier Series*TM

★ GOOD ★ BETTER ★ BEST

PREMIER TALL RANCH

A taller version of our Premier Ranch with all of the same great features. The taller walls mean more wall and overhead storage space, plus they allow for a taller 6'7" door which can be placed on any wall.

- Ranch Style 4/12 Roof Pitch & 3-Tab Shingles
- 7'8" Clear Interior Sidewall Height
- LP SilverTech Radiant Barrier Siding & 2x4 Wall Studs Spaced 16" On Center
- 6'7" Tall Shed Door Place on Any Wall
- 6" Block Sidewall Eave

EXAMPLES

