



## Land Management Services Agreement

This Agreement shall begin on **January 1, 2025**, by and between **Centerville Community Owners' Association, Inc.**, a Florida non-profit corporation (hereinafter "Client"), whose mailing address is 6696 Lake Pisgah Drive, Tallahassee, Florida 32309; and **Twin Land Management, LLC**, a Florida limited liability company (hereinafter "Land Manager"), whose mailing address is 7908 Bandits Run, Tallahassee, Florida 32309. The Term of this Agreement shall commence on January 1, 2025 and shall terminate on December 31, 2027, unless sooner terminated as provided herein (the "Term").

The parties hereby agree as follows:

1. **DESCRIPTION OF SERVICES.** Land Manager will provide land management services (collectively the "Services") as described in **Exhibit A**.
2. **PERFORMANCE OF SERVICES:** The manner in which all Services are to be performed and the specific hours to be worked shall be determined by the Land Manager. Client will rely on the Land Manager to work as many hours as necessary to fulfill Land Manager's obligations under this Agreement. However, the Land Manager shall provide the Client with a general schedule of the days and hours that it intends to perform the services, which shall be for informational purposes only.
3. **OTHER SERVICES:** Land Manager and Client recognize that additional issues may arise which are of concern to the Client but are outside the scope of the Services (collectively the "Other Services"). Land Manager will provide such Other Services when mutually agreed to in writing by both parties. Activity on Other Services will not begin without written agreement.
4. **SUPPORT SERVICES.** Client will not provide support services for the benefit of Land Manager; however, the Land Manager shall be allowed to use the office at the horse stables for activities necessary for the performance of its duties under this Agreement.
5. **COMPENSATION FOR SERVICES:** The maximum cost for the Services performed by Land Manager shall not exceed the costs and fees outlined in **Exhibit C - Fee Schedule**, plus reimbursable expenses, excluding any agreed upon payments for Other Services. Invoices shall be submitted monthly, in arrears, with payment due no later than five (5) business days after receipt by Client. Invoices that are submitted shall include a summary of activities or work performed by Land Manager for the preceding month and a listing of all reimbursable expenses itemized by type and charge as specified on **Exhibit B**. The format of the monthly summary of activities and work performed will be mutually agreed to by both parties. The fee schedule will be reviewed annually with any adjustments or changes handled by amendment. Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that Land Manager shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which Land Manager has not yet been paid and for any reimbursable expenses accrued through the effective date of the termination.
6. **COMPENSATION FOR OTHER SERVICES:** Fees for Other Services shall be billable at the rate negotiated between the parties plus reimbursable expenses. Compensable Other Services will not be initiated unless approved in writing by the President of the Client's Board of Directors. Invoices for Other Services will be submitted monthly and include a summary

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- of activities or work performed by Land Manager, and a listing of all reimbursable expenses itemized by type and charge as specified on **Exhibit B**. Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that Land Manager shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which Land Manager has not yet been paid and for any reimbursable expenses accrued through the effective date of the termination.
7. **TERMINATION:** This Agreement may be terminated by either party with thirty (30) days written notice to each party. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate upon the death or judicial declaration of mental incapacity of Rich Lettera, or the dissolution or bankruptcy of Land Manager or Client
  8. **RELATIONSHIP OF PARTIES:** It is understood by the parties that the Land Manager is an independent contractor with respect to the Client, and not an employee of the Client. The client will not provide fringe benefits, including but not limited to, health insurance benefits, paid vacation, retirement benefits, or any other employee benefits, for the benefit of the Land Manager. Further, Client shall issue a 1099 to Land Manager for all work performed.
  9. **INSURANCE AND INJURIES:** Land Manager acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Land Manager (and Land Manager's employees, if any). The Land Manager waives any rights to recover from the Client for any injuries that the Land Manager (and/or Land Manager's employees) may sustain while performing services under this Agreement. The Land Manager agrees to indemnify Client for any claims or injuries made against Client..
  10. **ASSIGNMENT:** Land Manager's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of Client. Further, Land Manager hereby agrees that Rich Lettera shall be the person responsible for performing and/or overseeing all the required services under this Agreement.
  11. **EQUIPMENT AND WORK PRODUCT:** The Client shall provide all equipment necessary for the Land Manager to perform its obligations and duties under this Agreement. Land Manager acknowledges and agrees that all equipment, supplies and materials shall be the sole and exclusive property of the Client for use by the Land Manager in the performance of its duties. All work product, including any reports, manuals, training materials, proposed legislation, codes or rules, etc., produced by Land Manager at the request of Client pursuant to this Agreement shall be the sole property of Client. Upon the termination of this Agreement for any reason, Land Manager, including its heirs, personal representatives, successors and assigns, shall deliver to Client all such work product within thirty (30) days.
  12. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
  13. **AMENDMENT:** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties
  14. **SEVERABILITY:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
  15. **WAIVER OF CONTRACTUAL RIGHT:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's

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right to subsequently enforce and compel strict compliance with every provision of this Agreement.

16. **APPLICABLE LAW, VENUE AND JURISDICTION:** This Agreement shall be governed by the laws of the State of Florida. The parties agree that any dispute under this Agreement shall be submitted to binding arbitration pursuant to the Florida Business and Professions Code. Any litigation under this Agreement shall be resolved in the trial courts of Leon County, State of Florida. The prevailing party shall be awarded its reasonable costs and attorney's fees.
17. **NOTICES:** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows

Client Centerville Community Owners' Association, Inc c/o Capital Association Management PO BOX 3965 Tallahassee, FL 32315	Land Manager Twin Land Management, LLC c/o Rich Lettera 7908 Bandits Run Tallahassee, FL 32309
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Tiffany Cruz

Richard Lettera



Tiffany Cruz (Dec 19, 2024 15:48 EST)



Richard Lettera (Dec 19, 2024 17:02 EST)

19/12/24

President of the Board of Directors  
Centerville Community Owners Association

19/12/24

\*\*Contract approved at 12.19.2024 BOD Meeting\*\*

**Exhibit A - Scope of Work**

- A. Entrances:** Centerville Entrance, Pisgah Church Entrance, Lick Skillet Entrance, Lake House Entrance and around Lake House  
**Scope of Work:** Mow, edge, stringer-trim, blow debris, spray weeds, trim bushes, collect and remove debris  
**Frequency:**
- March through October: No less than 3 times per month
  - November through February: No less than 1 time per month
- Other:** Lay Pine straw bi-annually (March/April and September/October) per Client direction. Pine straw purchase to be completed by the Client. Additional blowing and cleanup of entrances as needed.
- B. Common Areas:** Areas around Lake House, Lake Pisgah, Amber Lake, Amber Lake Pavilion, Big Woods Island and Lake House Drive as well as both sides of Service Entrance  
**Scope of Work:** Mow and Maintain  
**Frequency:**
- March through November: Every two weeks
  - December through February: Monthly
- C. Common Area Islands:** Meander Court Island, Summer Duck Island and Lake House Field  
**Scope of Work:** Mow and Maintain  
**Frequency:**
- March through November: Monthly
  - December through April: As needed
- D. Right of Way:** All road right of ways to include all islands (not included in B or C above), cul-de-sacs, swales, culvert ends, signs, electric boxes, etc. Please note, owners are responsible for the maintenance of the culverts and swales along their road frontage  
**Scope of Work:** Mow and Maintain  
**Frequency:**
- March through November: Every two weeks
  - December through February: Monthly
- E. Trails, Walkways and Fence Lines**
- 1. Trails and trail entrances**  
**Scope of Work:** Mow and Maintain  
**Frequency:**
    - March through November: Every two weeks
    - December through February: Monthly  - 2. Pedestrian Walkways**  
**Scope of Work:** Mow and Maintain  
**Frequency:**
    - Quarterly: March, June, September, December.  - 3. Fence Lines**



**Scope of Work:** Maintain to prevent tree, weed and grass intrusion

**Frequency:**

- As needed

**F. Stormwater Facilities**

1. Pine Fair Way Ponds (2), Quail Call Drive Ponds (2), Amber Lake Drive Ponds (2), Bird Dog Point Ponds (2), Broomsage Place Pond (1), Lake Pisgah Pond (1), Stable and Pastures Pond (1), Wiregrass Entrance Pond (1), Field Trial Lane Pond (1)

**Scope of Work:** Mow and Maintain

**Frequency:**

- Four times per year

2. All other storm water facilities

**Scope of Work:** Mow and Maintain

**Frequency:**

- Once per year

3. Spillways

**Scope of Work:** Apply herbicide and Maintain

**Frequency:**

- Once or Twice per year as need

**G. Pastures and Riding Area**

**Scope of Work:** Mow, Drag, and Maintain. This includes soil testing and application of fertilizer and/or lime, and herbicide..

**Frequency:** As needed

- Mowing not to exceed 6 times per year during growing season
- Dragging not to exceed once per week
- Inspect all fences and gates quarterly
- Soil testing once per year
- Application of fertilizer, and/or lime, and herbicide as needed, not to exceed twice per year

**H. Stables and Horse Areas**

**Scope of Work:** Maintain horse facilities, including stables and horse areas.

Maintain stable and pole barn areas, including stalls, tack room, feed room, lights, fans and other associated assets. This does NOT include cleaning of stalls or maintenance of bedding in stalls

**Frequency:** As needed

**I. Other Routine Maintenance**

- Open and Close the Service Entrance gate daily (Monday through Saturday morning and evening) at the designated times
- Maintain and repair fencing as needed and inspect fences quarterly
- Inspect and maintain all trail bridges as needed
- Maintain, clean, and straighten all signs

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- Provide routine trail and property clean up and debris removal of downed limbs or trees. Report on issues beyond normal routine duties such as major storm events and coordinate any related clean up and/or maintenance
- Manage and oversee burn contractor in conjunction with Client
- Maintain all firebreaks prior to annual control burn and one additional time mid-year
- Grade service entrance and Lake House roads as needed and fill washout and pothole areas with gravel as needed. Remove excess/loose gravel from paved roads
- Monitor and report on lake levels and adjust as directed by Client
- Inspect Lake Pisgah well bi-annually for maintenance needs and report to Client
- Maintain docks and make repairs as needed
- Perform weekly trash pickup on all roads
- Maintain Lake House including AC filters, interior lighting, bathroom fixtures, exterior lighting, doors and locks. Report to Client any issues that require additional attention.
- Inspect and test all irrigation and lighting at the Centerville Entrance, Wiregrass Entrance, Lick Skillet Entrance, and Lake House. Report to Client any issues or concerns with lighting or irrigation.
- Maintain all equipment used in the performance of the Land Manager obligations and duties. All routine maintenance of equipment will be performed by Land Manager according to the manufacturer's specifications and schedule.

**Note:** It is understood that the frequency and/or schedule of certain tasks may need to be adjusted on occasion due to weather conditions or other factors. Land Manager will notify Client of such situations in writing and obtain Client approval of any changes or deviation from the agreed frequency and/or schedule.



**Exhibit B - Reimbursable Expenses**

**Reimbursable Expenses.** The following costs and expenses will be invoiced to Client with the basis for such requested reimbursement substantiated by receipts:

1. Any training or certifications as required by the Client for the handling, storage, application and/or disposal of any chemicals, pesticides, herbicides fertilizers, etc.
2. Automobile travel mileage will be invoiced at the standard IRS rate for business travel, for the year in which the automobile travel occurs

**Non-Reimbursable Expenses.** Land Manager shall not pay for the following as these items will be billed to the Client and paid directly by the Client:

1. All mass fuel deliveries to storage tanks located on the property.
2. All materials and supplies necessary for the performance of duties outlined in Exhibit A.
3. Any fees or expenses for outside contractors and consultants hired by the Client.



**Exhibit C - Fee Schedule**

<b>CCOA and Land Management Services Agreement</b>					
<b>Fee Schedule - Effective January 1, 2025</b>					
	<b>Rates 1-1-2025 through 12-31-2027</b>				
	<b>Monthly</b>	<b>Annual</b>			
<b>Contract Services</b>	<b>8,475.00</b>	<b>101,700.00</b>			
Expenses will be reimbursed in accordance with EXHIBIT "B" Reimbursable Expenses					

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# Land Manager Agreement 2025 through 2027

Final Audit Report

2024-12-19

Created:	2024-12-19
By:	Tiziana Marquez (tizi@cmgcam.com)
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