

**Request for Qualifications (RFQ) for  
Tree & Vegetation Removal Services  
June 2024 – May 2025  
RFQ #24-9887L.07**


Michelle Sinclair, Operations and Maintenance  
Specialist

Board Meeting  
May 15, 2024  
Agenda Item #8



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**Background**



- May 2023 – Board approved six (6) Qualified Contractors for Tree & Vegetation Removal Services, as needed, from June 2023 to May 2024 for remaining CRP-Vegetation Removal projects
- In 2024, Contractors may be utilized for isolated tree removal following encroachment removals or to assist LWDD Crews as needed

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## RFQ Schedule



- ✓ April 15 – Broadcast RFQ on DemandStar.com
- ✓ May 6 – Qualification Packages Due
- May 15 – Board approval of Qualified Contractors

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## Qualified Contractors



- 14 Contractors responded – 6 Qualified Contractors

	Company Name	Completed Previous LWDD Projects
1.	ATL Diversified	Yes
2.	Coco Tree Service	Yes
3.	Collins Land Services Inc	No
4.	Phillips and Jordan, Inc	No
5.	Sherlock Tree Company	Yes
6.	Treecycle Land Clearing, Inc	Yes

### NON-RESPONSIVE:

A&E Land Clearing, Inc. – failed to submit litigation summary and proper insurance certification  
Aquatic Control Group – failed to submit proper qualifications & experience and complete references  
East Coast Mulch – failed to submit proper insurance certification  
Moworks, LLC – failed to acknowledge addendum and submit complete qualifications & experience, references  
Salgado Tree Trimming – failed to submit complete qualifications & experience, litigation summary  
Tetro Land Development – failed to acknowledge addendum or submit proper insurance certification  
Tree Motion, LLC – failed to submit proper complete qualifications & experience, references, proper insurance  
Tropical South Landscaping – failed to submit personnel list, principal resume and proper insurance

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## Staff Recommendation



- Approval of list of Qualified Contractors to perform hazardous and exotic Tree & Vegetation Removal services, as needed, during a one-year period from June 2024 to May 2025

**Approval to Exchange Fee Title for Proposed Turn Lane in Exchange for Fee Title for Additional Right-of-Way Required on the L-24 Canal**

**Logan Ranch Residential, MUPD**

**RI-22-0063**

Dave Bends, PSM  
Right-of-Way Interest Supervisor  
Board Meeting, May 15, 2024  
Agenda Item #9

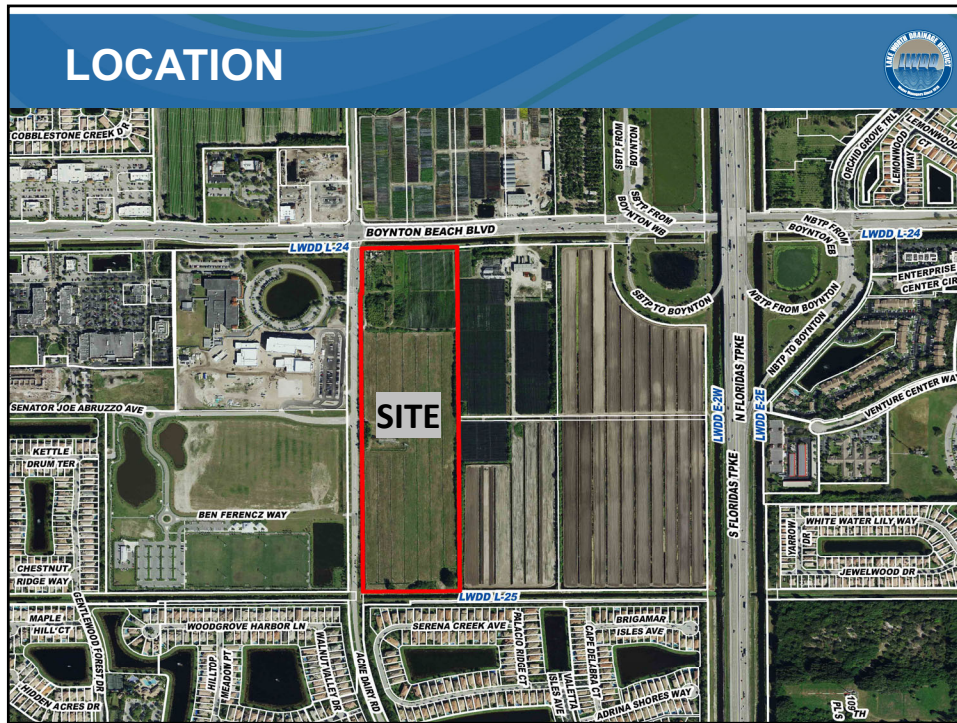


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## Development Team

- Property Owner / Developer:
  - Logan Ranch Build To Rent, LLC
- Engineers:
  - Kimley-Horn
- Planners:
  - JMorton Planning & Landscape Architecture
- Surveyors:
  - Caulfield Wheeler, Inc.

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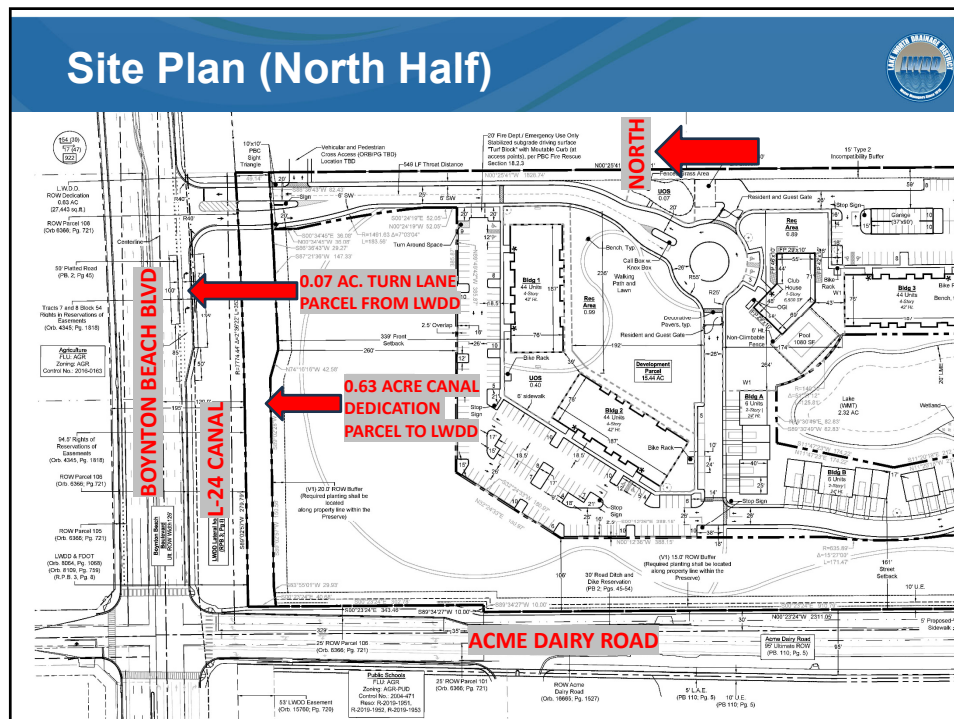
## Development Plan

The 39.24-acre site, currently zoned agricultural, will be redeveloped into a multi-family residential community containing:

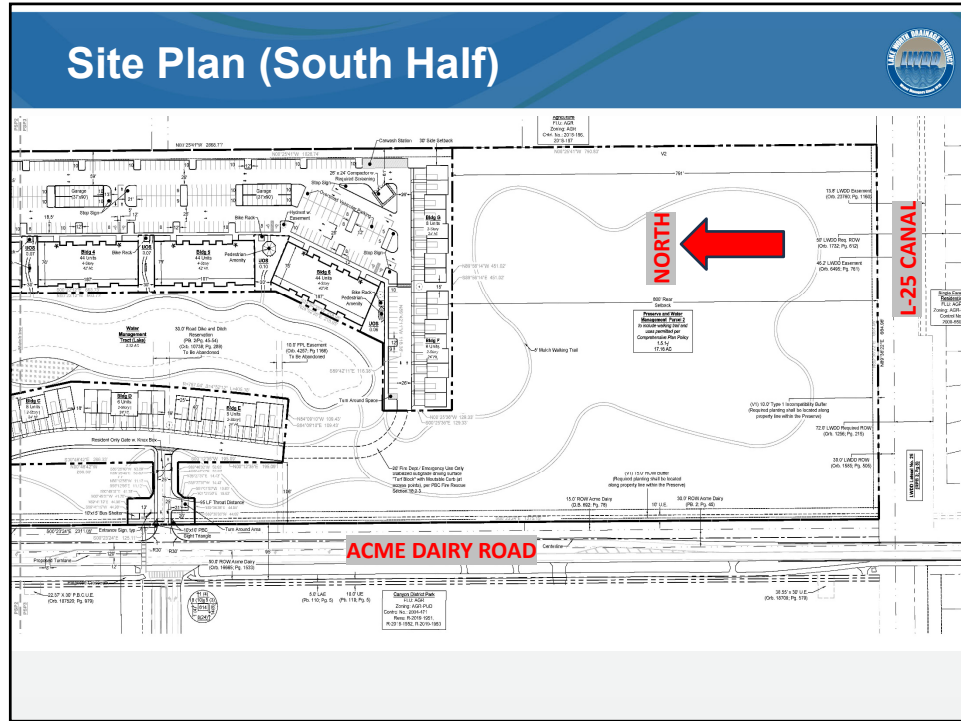
- 15.44-acre Residential Parcel containing 314 apartments, 50 townhomes, and Water Management Tract (Lake)
- 23.17-acres for 2 Preserve Parcels
- 0.63-acre ROW dedication to LWDD on the L-24 Canal
- 0.0715-acre conveyance from LWDD to FDOT to accommodate a right turn lane required for the project

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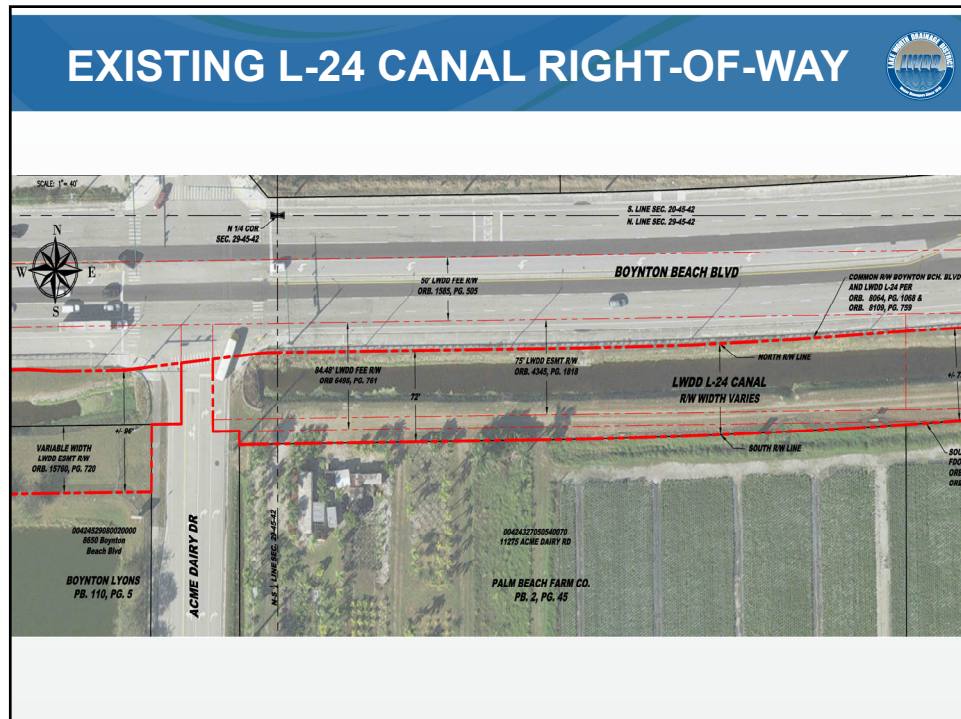
## Site Plan (North Half)



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## Background



- In 1915, the north 84.48 feet of Tracts 7 and 8 were taken for L-24 Canal ROW through Chancery Case 407.
- In March 1990, LWDD entered into an agreement with FDOT to facilitate the completion of the Florida Turnpike Interchange at Boynton Beach Blvd.
- In 1991, as part of the Interchange project, Boynton Beach Blvd was widened from a two-lane road to a four-lane divided highway between Acme Dairy Road and Hagen Ranch Road, and the L-24 Canal was relocated to the south to accommodate the roadway widening.

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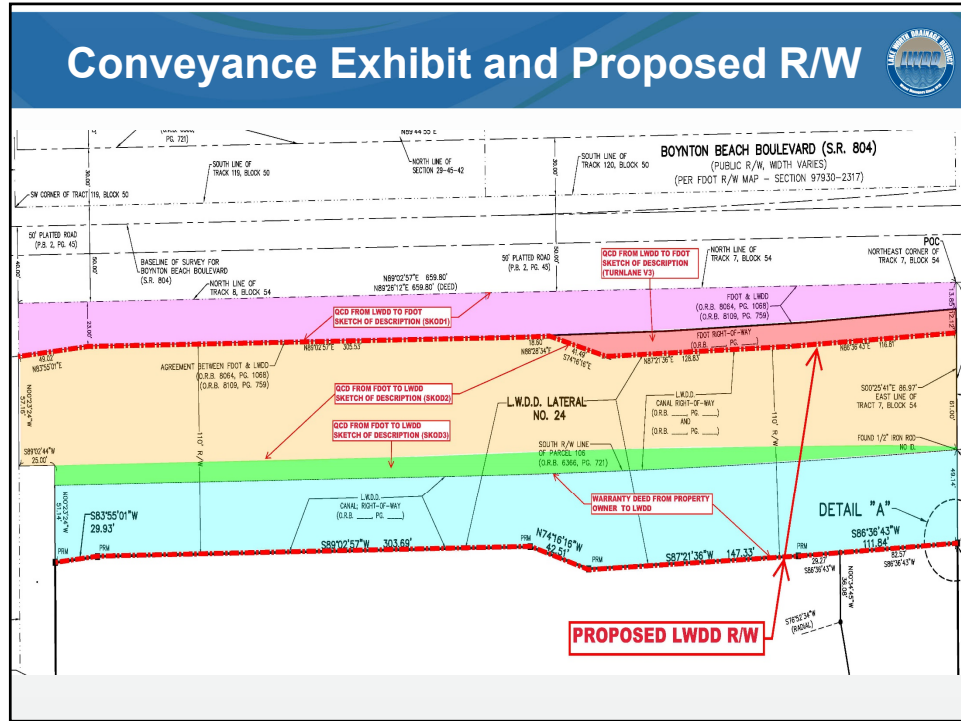
## Background



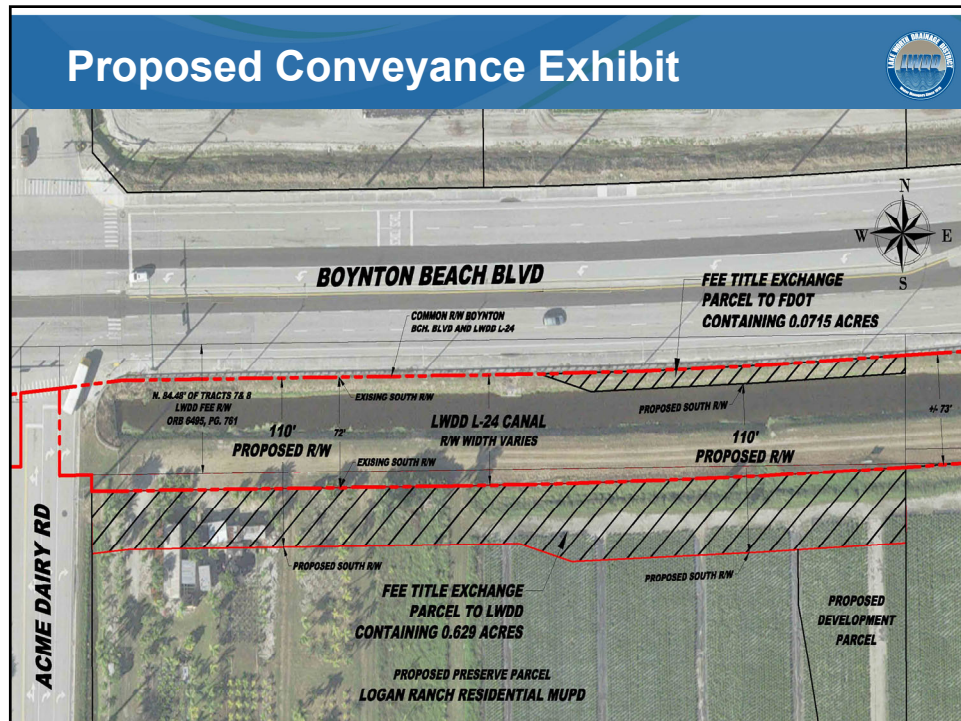
- LWDD ownership interest through Chancery was not addressed, and FDOT acquired canal ROW from the adjacent landowner over a portion of the canal ROW already owned through Chancery, together with a portion south of LWDD's ownership.
- As a result, a portion of LWDD Chancery ROW is within the road ROW, and a portion of the parcel that FDOT acquired is south of LWDD's ownership.
  - LWDD and FDOT are coordinating the exchange deeds to resolve title issues within respective road and canal rights-of-way as part of this development project.
- LWDD recently received a request from Mike Schwartz with Kimley-Horn to exchange fee title for the proposed turn lane in exchange for fee title for additional ROW required on the L-24 Canal.

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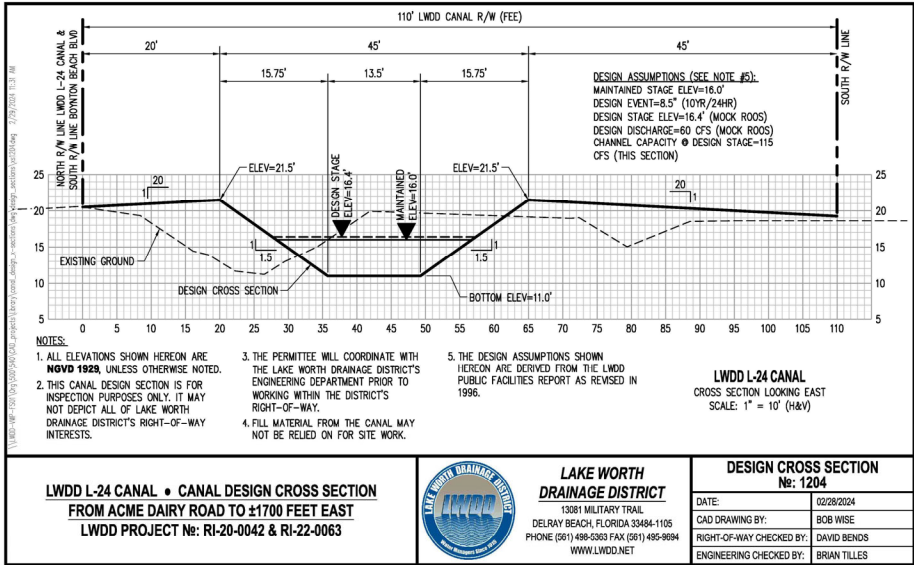
# Proposed Conveyances (Deed Exchange)



- Logan Ranch Build To Rent, LLC will transfer fee title by warranty deed to LWDD for additional right-of-way required on the L-24 Canal, containing 27,387 sq. ft., or 0.629 Acres
  - The proposed conveyance will provide LWDD with a 110-foot-wide unencumbered ROW throughout the limits of the project. Existing encroachments, landscaping, and easements must be extinguished before conveying to LWDD.
- LWDD will Transfer fee title to FDOT by quit-claim deed over that portion required for the turn lane, containing 3,113 sq. ft, or 0.071 Acres

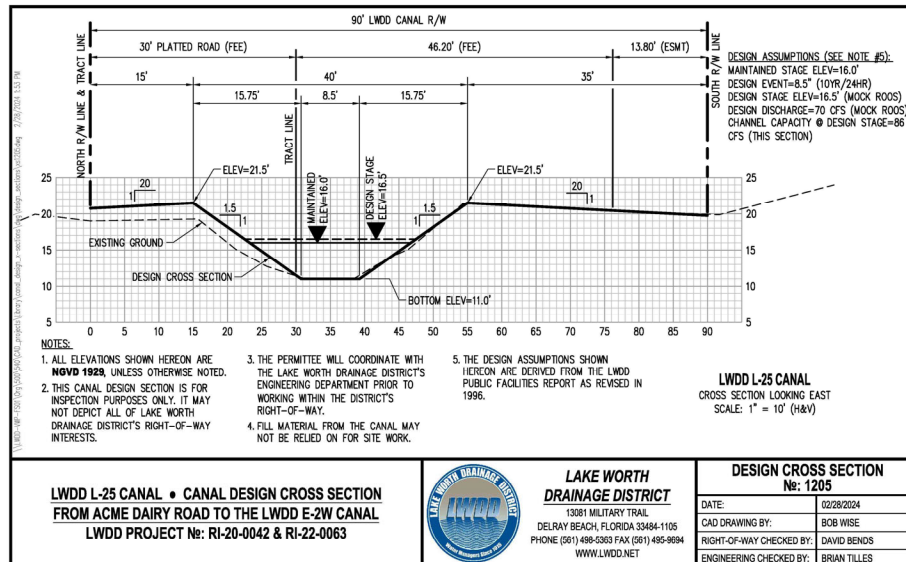
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# L-24 Canal Design Section



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## L-25 Canal Design Section



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## Staff Recommendation

- Approval to exchange fee title
- Subject to:
  - Property Owner Conveying Warranty Deed to LWDD for additional right-of-way required on the L-24 Canal, totaling 27,387 S.F. or 0.629 acres
  - LWDD conveying fee title to FDOT by quit-claim deed over that portion required for the right turn lane, containing 3,113 sq. ft or 0.0715 acres.
  - Realigning the L-24 Canal to the new canal design section and providing Rip-Rap or other permitted material that may be required to armor the canal bank to prevent scour where the canal transitions between the new and existing alignments.

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## Staff Recommendation, cont.



- Provide LWDD with a contractor's cost estimate for bond preparation.
- Bonding and constructing the redirected canal in accordance with all LWDD standards, specifications, and requirements, including appurtenances such as end walls, culverts, and riprap.
- Reconstructing the north side of the L-25 Canal to the design section.
- Approval and permitting of the culvert crossing into the development.
- Sketch of Descriptions
- Certification of Title
- Approval of all plans
- District Operating Policies

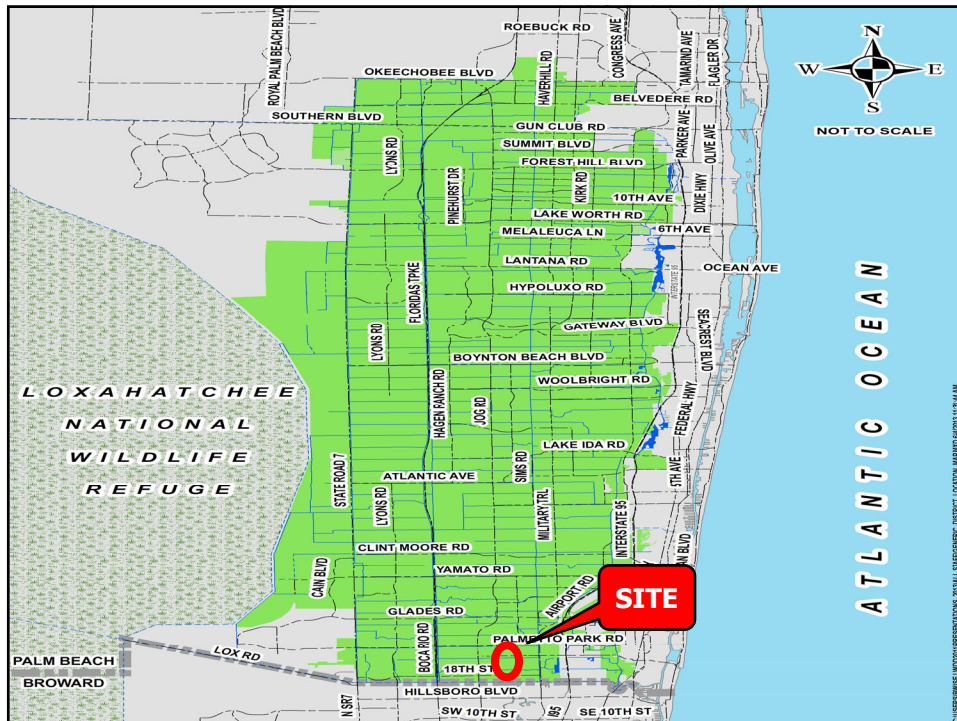


# **Innat Residence – 6123 Golf Vista Way** **Encroachments within the L-50 Canal** **Right-of-Way; West of Military Trail** **Project #RW-24-0049**

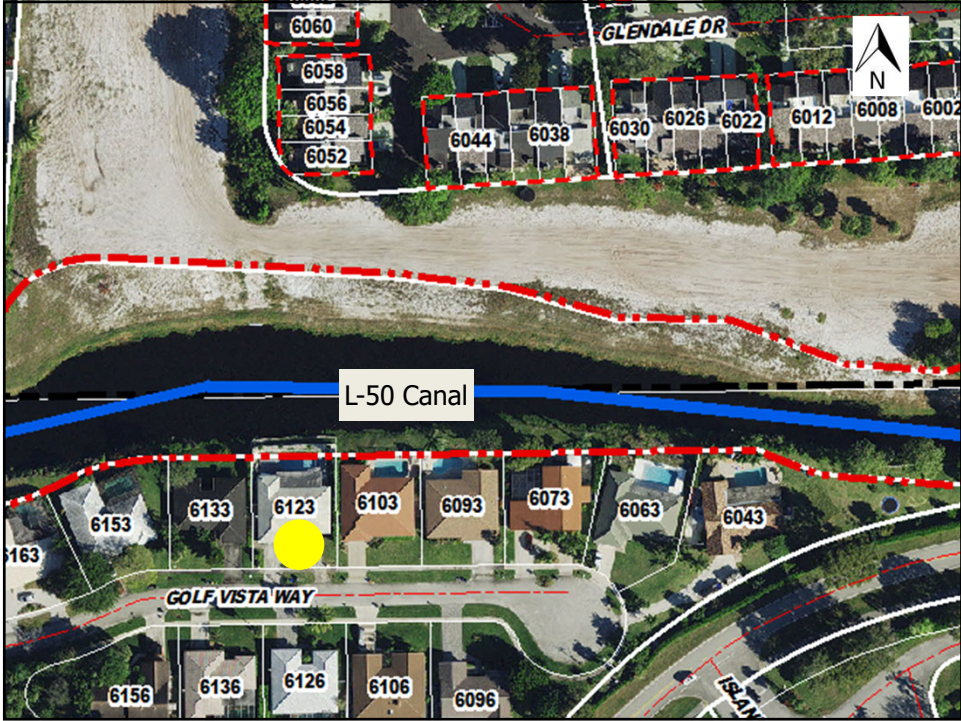
Nicole Smith, Permit Supervisor  
 Board Meeting – May 15, 2024  
 Agenda Item #10



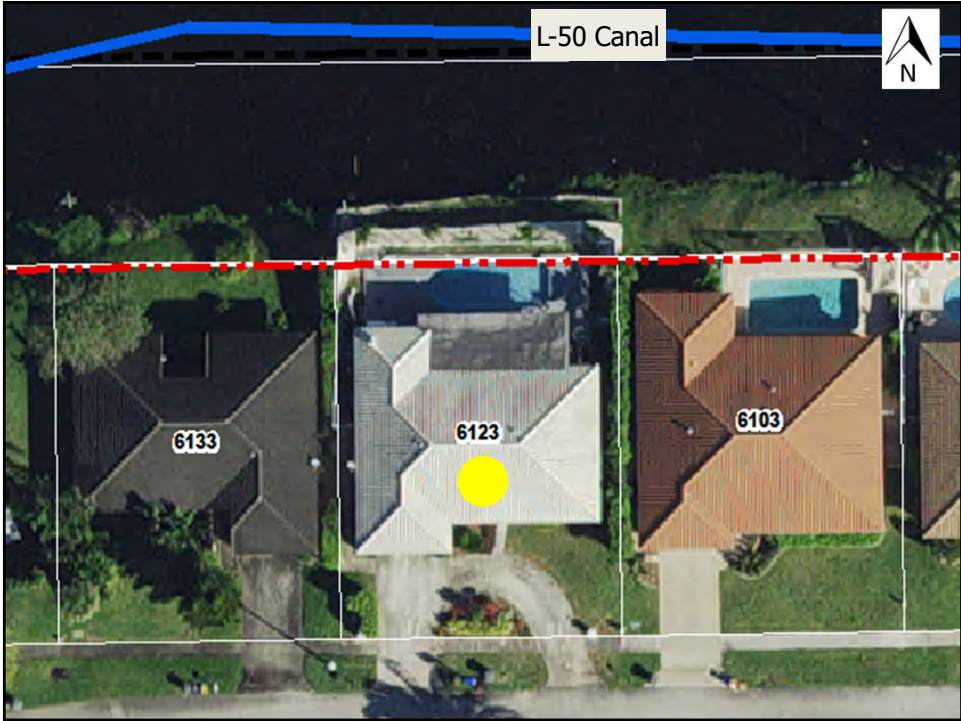
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## L-50 Canal Right-of-Way History



- July 13, 1983 – PBC issued a Permit (B83017243) for an In-Ground Pool to Eugene Bennett (previous owner)
  - Existing pool patio encroaches within the L-50 Canal Right-of-Way from ~1.53' to ~2.60'
- March 4, 1991 – LWDD issued a Permit (91-4550S.01) for a Sand Cement Seawall to Eugene Bennett (previous owner)
- February 19, 2024 – Ms. Ihnat (current owner) requested a permit for a fence to remain within the south right-of-way of the L-50 Canal.
- March 19, 2024 – Letter of Objection sent to Ms. Ihnat stating all improvements will need to be installed outside of the right-of-way; Sewall Permit form LWDD was for one seawall, from the survey there appears to be a seawall and retaining wall

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## L-50 Canal Right-of-Way History



- April 4, 2024 – Email from Ms. Ihnat in response to my letter stating that the retaining wall has been removed in March 2024 per PBC Building Departments request and they have been granted 500 days to resolve all issues with PBC
- April 18, 2024 – Gary Robeson went to the residence to see the current existing conditions
  - Property owner was home and agreed that they would move the fence to the edge of the pool patio and remove all other encroachments, reducing the previously requested encroachment from ~4.56' to ~1.53'.

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## Looking West



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## Looking East



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## Looking East



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## Looking East



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## Staff Recommendation



- Approval to issue a Right-of-Way Permit to Ms. Ihnat to allow a portion of the existing pool patio and a parallel fence adjacent to the pool patio to remain within the south ~1.53' of the L-50 Canal Right-of-Way
- Subject to:
  - The removal of the Palm Trees and all other vegetation from the L-50 Canal Right-of-Way
  - The removal of all other improvements from the L-50 Canal Right-of-Way
  - If or when the pool and patio are updated or renovated all encroachments will need to be removed from LWDD's L-50 Canal Right-of-Way
  - Proof of Liability Insurance (\$300,000 Min.) listing LWDD as a Certificate Holder
- Permit Fees:
  - **Application Fee** - \$50.00 (Reduced per Board)
  - **Use Fee** – Waived; Existing Encroachments
  - **Annual Fee** – \$50.00 (Reduced per Board); Adjusted every Five (5) years by the Compounded CPI

## Piping Easement Agreement

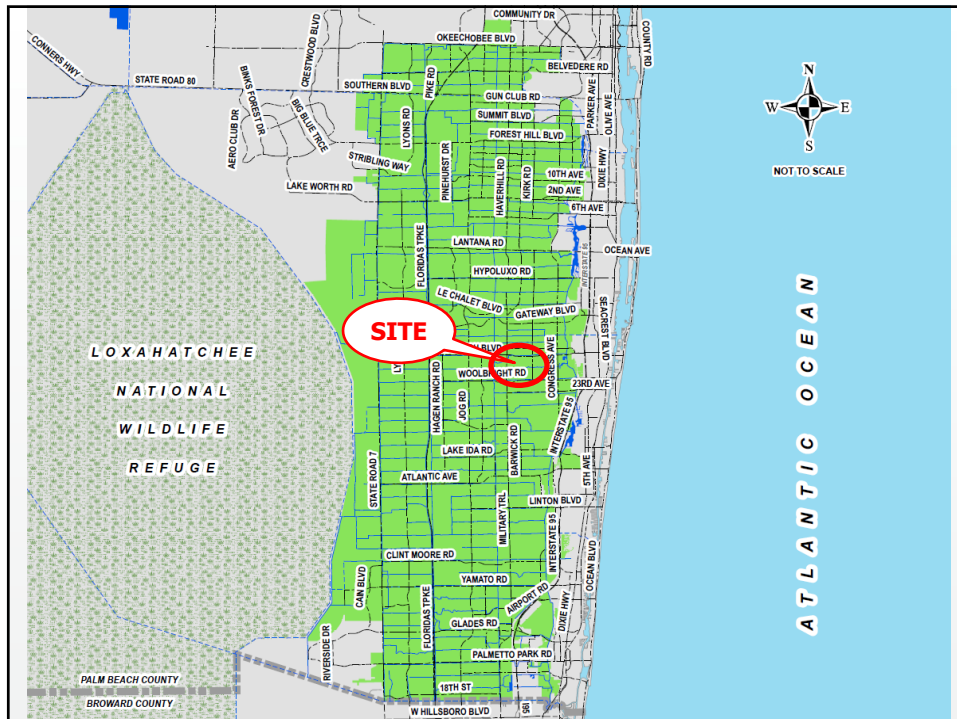
### Joseph Family Trust, UTD

Project No. 91-1557D.01; 03-1557P.08; CM-20-0260

Brian Tilles, P.E., Director Right-of-Way Regulation  
Board of Supervisors' Regular Meeting, 05/15/2024  
Agenda Item #12

**LWDD**  
LAKE WORTH DRAINAGE DISTRICT

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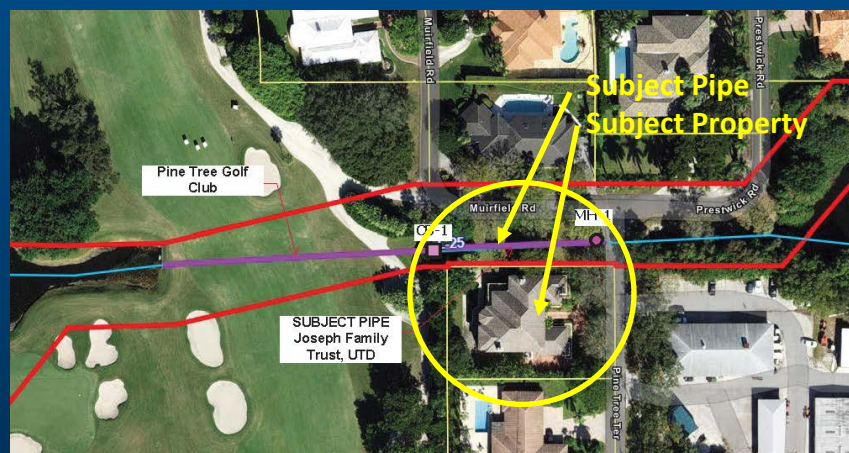


## Vicinity Map

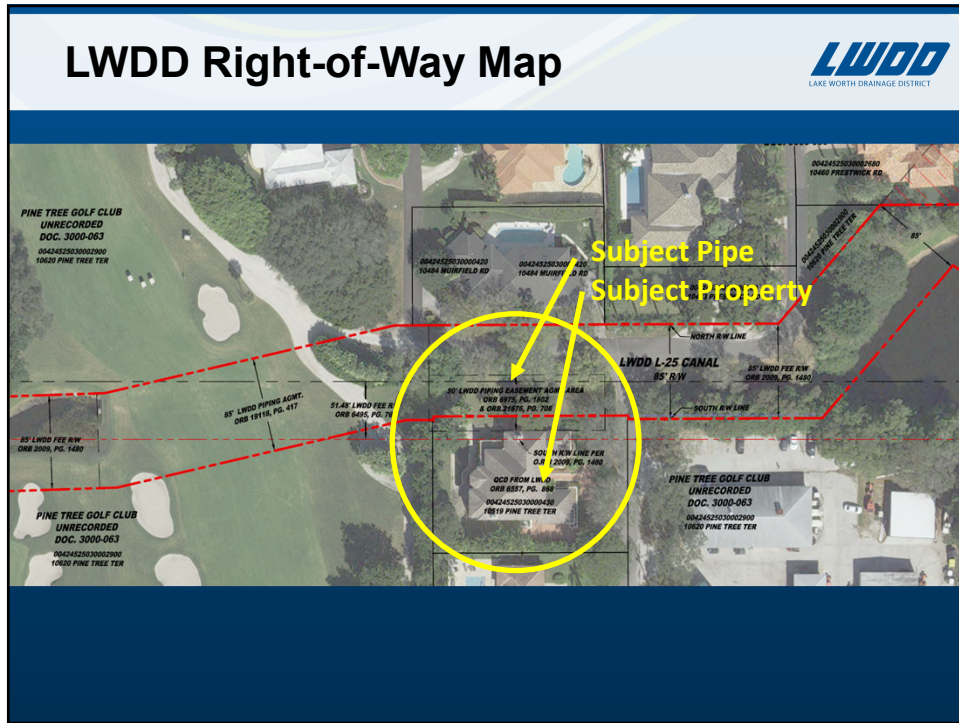


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## Site Map



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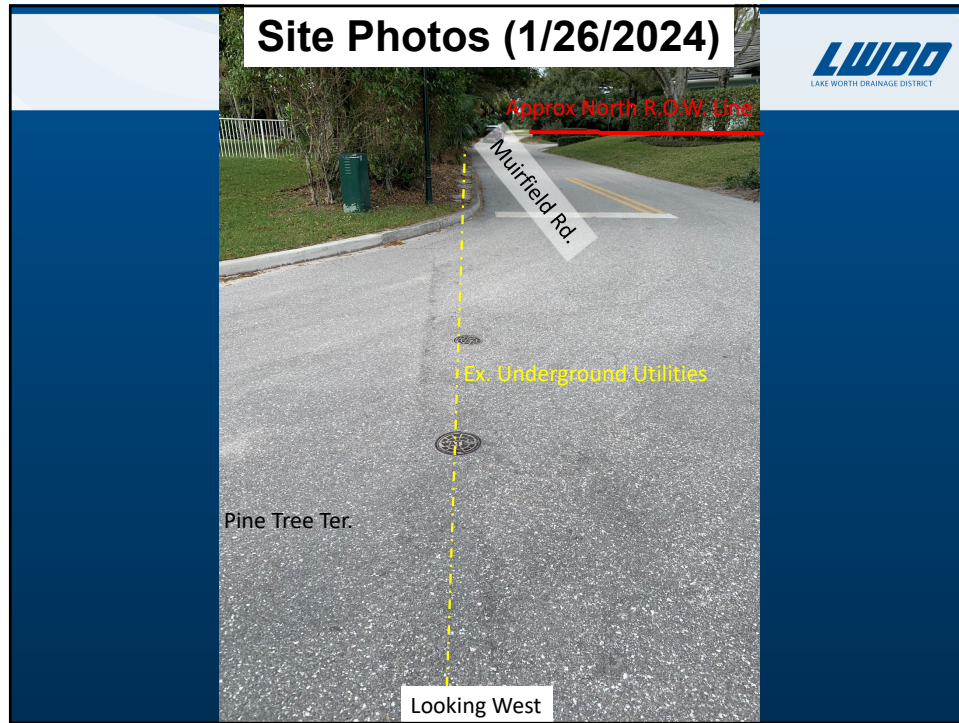


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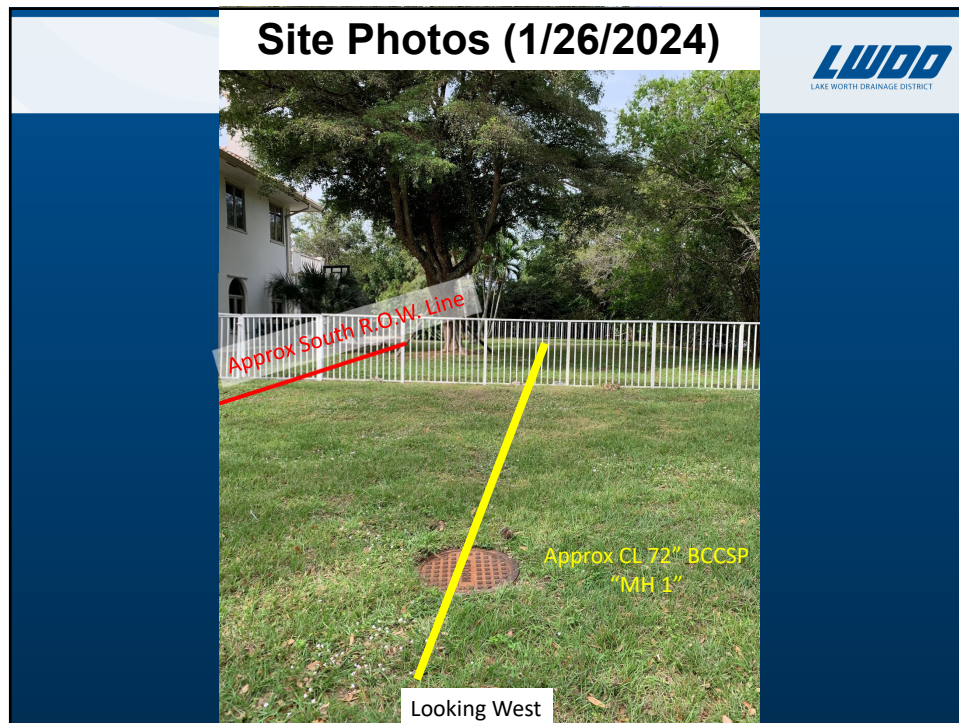


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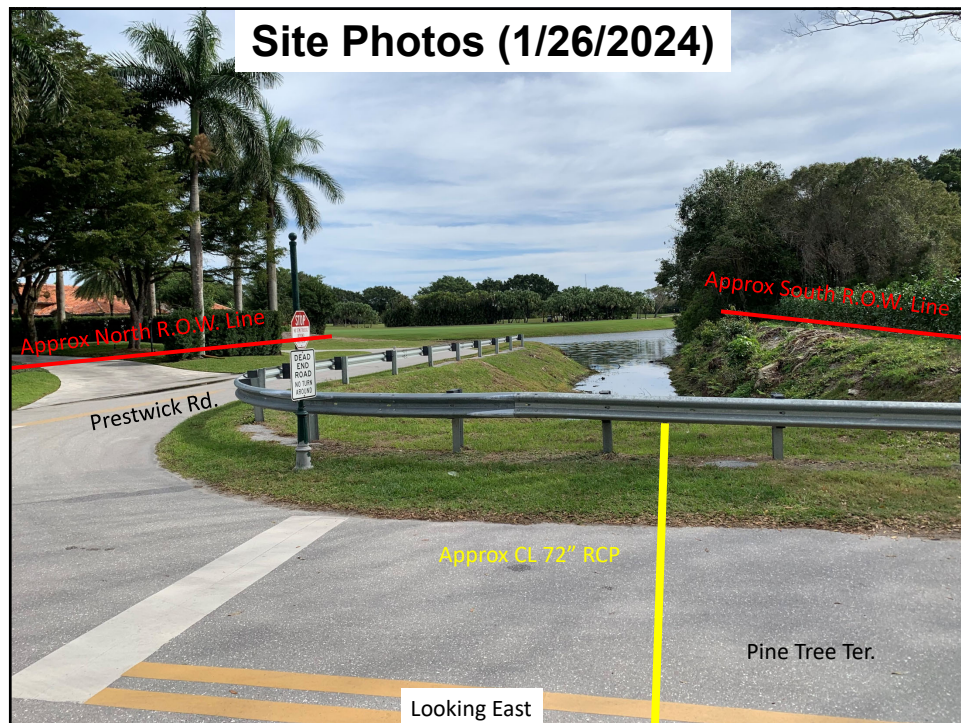
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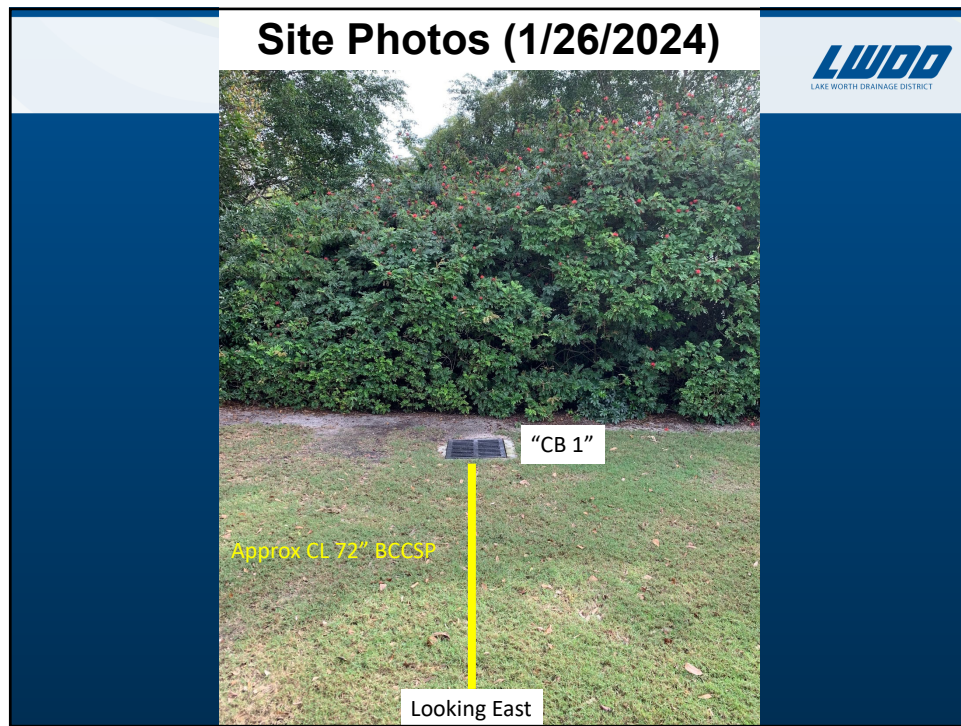


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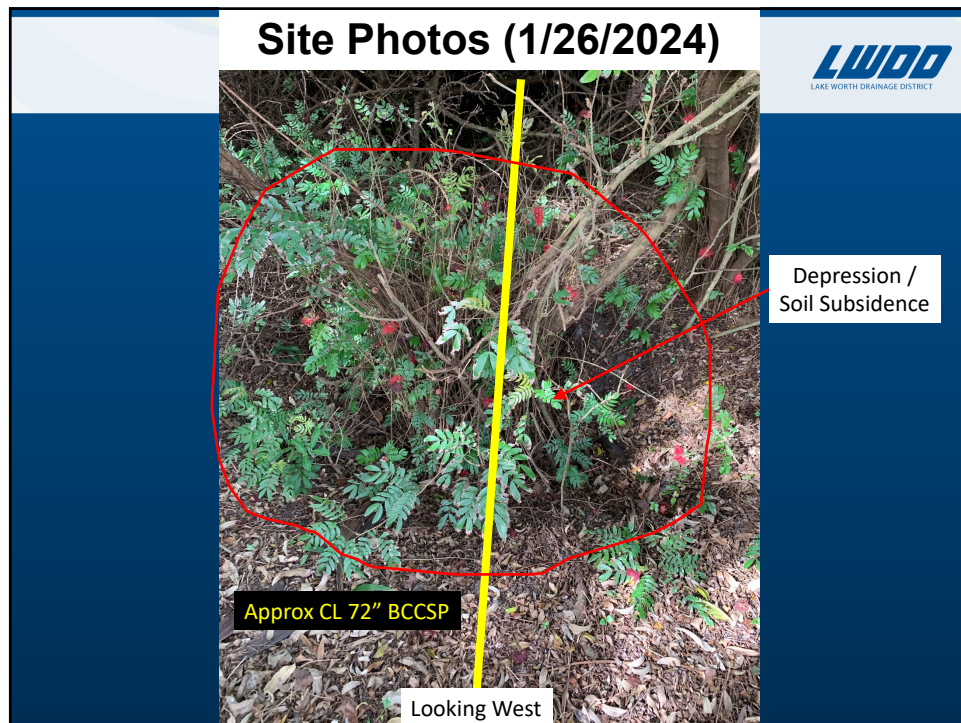


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## Background Agreement History



- 04/17/1991 – William G. Lambrakis appeared at the [Board of Supervisors'](#) (Board) meeting requesting to pipe a portion of the L-25 canal with 14 gauge BCCSP adjacent to his property. The Board approved the request.
- 05/09/1991 – Permit No. [91-1557D.01](#) issued to Milford Development Corporation c/o Olsak & Associates, Consulting Engineers to construct [153 LF of 72" BCCSP](#) within L-25 R.O.W. adjacent to Lot 43, Pine Tree Development.
- 05/15/1991 – Piping Easement Agreement to WILLIAM G. LAMBRAKIS and CHRISOULA LAMBRAKIS (OWNER) to pipe +/- 153' of the L-25 canal ([ORB6975, PG1802](#)).
- 7/11/2006 – Assignment of License Agreement from WILLIAM G. LAMBRAKIS and CHRISOULA LAMBRAKIS to DEBORAH PINES, Trustee of the Deborah Pines Trust ([ORB 20690, PG 0059](#))
- 4/26/2007 - Assignment of License Agreement from DEBORAH PINES, Trustee of the Deborah Pines Trust to Edouard Joseph ([ORB21676, PG0708](#))

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## Piping Agreement Terms



- Owner agrees to maintain canal and improvements and pay all expenses involved to:
  - Provide free flow of water through canal at all times
  - Maintain canal in a good, safe usable condition
  - Keep canal in compliance with good engineering standards
  - Perform all acts of maintenance that LWDD may require
- If owner fails to provide maintenance within 30 days written notice, easement shall automatically be voided and LWDD shall have authority to restore the canal as an open channel
- LWDD shall have the right to reclaim expenses incurred, which shall become a lien against the owner's property

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## Background Compliance – Joseph Agreement



- 1/22/2016 – Letter from LWDD requesting COI
- 10/29/2020 – [1<sup>st</sup> Notice of Non-Compliance](#) for overdue Certificate of Insurance and overdue Inspection Report
- 2/25/2021 – [2<sup>nd</sup> Notice of Non-Compliance](#)
- 12/8/2021 – Quit claim deed from Edouard Joseph to The Joseph Family Trust, UTD ([ORB33225, PG0030](#))
- 8/9/2022 – [Notice of Violation](#) mailed and hand delivered
- 2/7/2023 – [Final Notice of Violation](#) mailed and hand delivered
- 11/7/2023 – Notice of Non-Compliance recorded in Palm Beach County public records ([ORB34665, PG1389](#))

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## Current Actions



- Due to evidence of potential failure, LWDD ordered pipe inspection of area
- 12/16/2023 – [Pipe inspection](#) performed by Shenandoah (\$2,250). Inspection revealed heavy corrosion, 30% to 40% siltation and several damaged areas
- 4/15/2024 – Certified Letter from LWDD to Joseph Family Trust providing [Final 30-Day Notice](#) of Agreement Default and notice of upcoming Board item on May 15, 2024
- 4/22/2024 – LWDD contracted Shenandoah to clean pipe prior to hurricane season as precautionary measure ([\\$3,600](#))
- 5/15/2024 – LWDD staff recommending to initiate Special Assessment process in accordance with its enabling legislation
  - Requires Board approval of a formal Resolution to direct staff to obtain plans and costs for repairs/improvements

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## Potential Remedies



- Option 1 – Remove culvert, restore open channel
- Option 2 – Repair, slip line or cured in-place pipe (CIPP)

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## Pro's vs. Con's



#	Option	Pro	Con
1	Restore Open Channel	<ul style="list-style-type: none"> <li>• Better hydraulics</li> <li>• Less risk to blockage</li> <li>• Improved emergency access</li> </ul>	<ul style="list-style-type: none"> <li>• +/-50' effective R.O.W. (of 80' R.O.W.) due to Muirfield Rd.</li> <li>• Restricted maintenance access</li> <li>• Temporary impacts to adjacent property (vibration monitoring, traffic routing, etc.)</li> </ul>
2	Repair / Slip Line	<ul style="list-style-type: none"> <li>• Possibly less expensive</li> <li>• Least disruptive</li> <li>• Extended service life (~50 years)</li> </ul>	<ul style="list-style-type: none"> <li>• Less hydraulic capacity than open channel</li> <li>• LWDD responsible for perpetual maintenance of pipe</li> </ul>

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## Staff Recommendation



- Adopt Resolution No. 2024-01
  - A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE WORTH DRAINAGE DISTRICT (LWDD) FINDING A CERTAIN PIPING EASEMENT AGREEMENT IN DEFAULT; DIRECTING STAFF TO PREPARE THE NECESSARY PLANS AND SPECIFICATIONS TO REMEDY THE DEFAULT AND PREPARE COST ESTIMATES; DIRECTING THE PLANS AND COST ESTIMATES TO BE PLACED ON FILE WITH THE DISTRICT; AND PROVIDING AN EFFECTIVE DATE.

**LAKE WORTH DRAINAGE DISTRICT  
RESOLUTION NO. 2024-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE WORTH DRAINAGE DISTRICT (LWDD) FINDING A CERTAIN PIPING EASEMENT AGREEMENT IN DEFAULT; DIRECTING STAFF TO PREPARE THE NECESSARY PLANS AND SPECIFICATIONS TO REMEDY THE DEFAULT AND PREPARE COST ESTIMATES; DIRECTING THE PLANS AND COST ESTIMATES TO BE PLACED ON FILE WITH THE DISTRICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Lake Worth Drainage District (LWDD) is a public body and political subdivision of the State of Florida, created pursuant to the General Drainage Laws of 1913 and currently operating under Chapter 2009-258 (the "District Act") and amendments thereto and Chapter 298, Florida Statutes; and

**WHEREAS**, LWDD is responsible for providing comprehensive flood control and regional water supply protection for approximately 850,000 residents and thousands of acres of agricultural land in southeastern Palm Beach County; and

**WHEREAS**, at the request of the property owner for 10519 Pine Tree Terrace, Boynton Beach, Florida (the "Benefited Property") LWDD entered into a Piping Easement Agreement on May 15, 1991, recorded in Official Record Book 6975, Page 1802 of the Public Records for Palm Beach County (the "Original Agreement"), attached as **Exhibit "A"**; and

**WHEREAS**, under the Original Agreement, LWDD permitted the placement of a culvert pipe on LWDD property adjacent to the Benefited Property, enclosing an open channel, and permitting the owner of the Benefited Property to plant grass and install a fence enclosure in the easement area, subject to certain terms and conditions; and

**WHEREAS**, the Original Agreement required that the owner of the Benefited Property, and all subsequent owners, maintain the culvert in good condition and to undertake any necessary maintenance as directed by LWDD, at the owner's sole cost; and

**WHEREAS**, an assignment of the Original Agreement was entered into on July 11, 2006 as recorded in Official Record Book 20690, Page 59, attached as **Exhibit "B"**;

**WHEREAS**, a subsequent assignment was made to Edouard Joseph individually on April 26, 2007 in Official Record Book 21676, Page 708, attached as **Exhibit "C"**; and

**WHEREAS**, Edouard Joseph quit claimed the ownership of the Benefited Property to The Joseph Family Trust, UTD on December 8, 2021, Edouard Rene Joseph and Christine Nadia Joseph, Trustees as recorded in Official Records Book 33225, Page 30, attached as **Exhibit "D"**; and

**WHEREAS**, LWDD has endeavored for several years to contact Edouard Joseph regarding the condition of the culvert and the necessary maintenance and repairs needed, which remains the obligation of the owner of the Benefited Property per the Original Agreement; and

**WHEREAS**, on April 15, 2024, LWDD provided The Joseph Family Trust and Edouard and Christine Joseph a Final Notice regarding the property owner's obligation and the District's right to make the necessary improvements, attached as **Exhibit "E"**; and

**WHEREAS**, under the District Act, LWDD is empowered to undertake installation and maintenance activities related to the stormwater system and affiliated road rights-of-way, and to assess the costs for those improvements against those properties that receive the benefit of the improvements; and

**WHEREAS**, due to the default under the terms of the Original Agreement, certain repairs must be undertaken, the benefit and cost obligation falling to the owner of the Benefited Property; and

**WHEREAS**, prior to the initiation of a special assessment, LWDD must by resolution direct the preparation of the necessary plans, specifications, and estimates of cost for any such special improvement and place the findings on file in the general offices of the District.

**NOW THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of the Lake Worth Drainage District hereby directs the following:


1. LWDD Staff is hereby authorized to have any necessary plans and specifications prepared for the rehabilitation, repair, or removal of the culvert as necessary.
2. LWDD shall have estimates of cost prepared for the proposed rehabilitation, repair, or removal of the culvert.
3. All plans, specifications, and cost estimates shall be placed on file at the offices of the District and made available for public inspection.
4. LWDD shall account for all costs associated with the remedy of the default under the Original Agreement, which may be charged against the Benefited Property.
5. This Resolution shall be effective upon its passage.

This Resolution passed and adopted at the regular monthly meeting of the Board of Supervisors of the Lake Worth Drainage District this 15th day of May 2024.

ATTESTED:

  
Recording Secretary

LAKE WORTH DRAINAGE DISTRICT  
BOARD OF SUPERVISORS

  
Stephen Bedner, President

### **EXHIBIT LIST**

- A- Piping Easement Agreement; ORB 6975/1802
- B- Assignment; ORB 20690/59
- C- Assignment; ORB 21676/708
- D- Quit Claim Deed; ORB 33225/30
- E- Final Notice dated April 15, 2024

EXHIBIT A

OCT-02-1991 01:25pm 91-281342

ORB 6975 Pg 1802

RETURN TO:

LAKE WORTH DRAINAGE DISTRICT  
13081 Military Trail  
Delray Beach, FL 33484

PREPARED BY:

MARK A. PERRY  
PERRY & SCHONE, P.A.  
50 SE Fourth Avenue  
Delray Beach, FL 33483

PIPING EASEMENT AGREEMENT

THIS AGREEMENT executed this the 15 day of May, 1991, by and between WILLIAM G. LAMBRAKIS and CHRISOULA LAMBRAKIS, whose address is 5855 North Ocean Boulevard, Ocean Ridge, Florida, 33435, hereinafter individually and jointly referred to as "OWNER"; and the LAKE WORTH DRAINAGE DISTRICT, A Special Taxing District in the State of Florida, whose mailing address is 13081 Military Trail, Delray Beach, Florida 33484, hereinafter referred to as "DISTRICT";

WITNESSETH:

WHEREAS, OWNER is the owner of that certain property located in Palm Beach County, hereinafter referred to as "PROPERTY", as more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, DISTRICT owns Lateral Canal No. 25 abutting and

contiguous to the PROPERTY; as more particularly described in Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, OWNER has requested that the DISTRICT grant an Easement for piping and filling, over, on and upon the land described on Exhibit "C" attached hereto and made a part hereof. (hereinafter referred to as "Canal")

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, received by each party from the other, it is hereby agreed as follows:

1. The facts above are true and correct.
2. The DISTRICT does hereby grant OWNER this Easement to allow OWNER to pipe upon and fill the CANAL for as long as OWNER is in compliance with the terms of this Easement.
3. The DISTRICT'S lateral canal within the Canal shall be piped and filled by OWNER within one (1) year from the date of this Easement, pursuant to the approved plans prepared by Ivan O'Slack on file in the office of the DISTRICT and OWNER shall provide the DISTRICT with an acceptable performance and completion bond equal to 110 percent of OWNER's engineer's estimated construction cost, to be released upon completion of the piping and filling and District's engineer's approval.
4. OWNER agrees to maintain the canal, its headwalls and the improvements thereon and pay all expenses there involved so as to

provide at all times the free flow of water through the canal and further to maintain and keep said canal in a good, safe usable condition and also to keep canal in compliance with good engineering standards and to and perform all acts of maintenance that the DISTRICT may reasonably require in writing. In the event OWNER fails to effect such maintenance within thirty (30) days after written notice from the DISTRICT demanding same, or provide the DISTRICT sufficient assurances, satisfactory to the DISTRICT, that the work will not be completed within a time period acceptable to the DISTRICT, this Easement shall automatically be voided and all rights hereunder shall be deemed released, and the DISTRICT shall have the authority and right to restore the CANAL as an open canal and shall have the right to reclaim ownership of any pipe salvage, and the expenses thereby reasonably incurred (including reasonable attorney's fees) shall become a lien against the Owners property and the DISTRICT shall have the right to afford itself of all legal remedies available in accordance with Florida law.

5. OWNER agrees to indemnify and hold harmless the DISTRICT of and from any and all liability which the DISTRICT may or could sustain as a result of or emanating out of the piping, filing and usage of that part of the Canal right-of-way, and that area contiguous to the property including, but not limited to damage to the actual pipe or damage to property owned by any person, or

any injury to the public arising out of this agreement.

6. OWNER shall insure the DISTRICT against any and all liabilities described in paragraph 5 herein by a general liability policy in the amount of ONE MILLION (\$1,000,000.00), Dollars, and that such insurance policy shall be kept in full force and effect during the term of this Easement Agreement and the expenses of same shall be borne by OWNER or its successors and/or assigns. Proof of such coverage shall be delivered to the DISTRICT within thirty (30) days of the annual renewal of the policy.

7. Owner is permitted to plant grass on the Property and to install a fence enclosure on the Property but the installation of any other improvements on the plants or any other vegetation, shrubs or trees shall require an additional approval and permit from the District.

8. The Owner prior to the installation of the piping shall receive the proper permits from the District and any other applicable governmental agency.

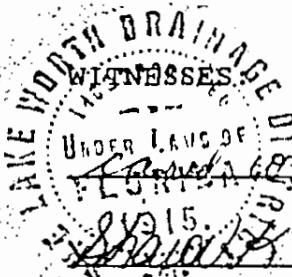
9. This Easement, unless terminated due to a default of the terms and conditions as provided herein, shall be perpetual and shall run with the property as an appurtenance. The Easement granted herein is intended to be an Exclusive Easement in favor of the OWNER, its successors and assigns.

10. The parties hereby agree from time to time to execute and



deliver such further and other transfers, assignments, and documents and to do all matters and things which may be convenient to more effectively and completely carry out the intentions of this easement.

IN WITNESS WHEREOF, the parties have hereunto executed this Easement the day and year first above written.



LAKE WORTH DRAINAGE DISTRICT  
A Special Taxing District

by: C. Stanley Weaver President

attest: William E. Foster Secretary

Brenda L. Hunte (seal)

Chris Lambakis

Nichelle L. Armstrong

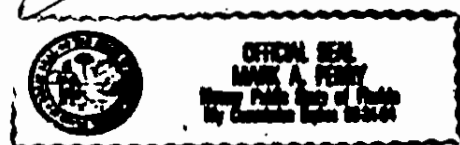
[Signature] Owner  
[Signature] Owner

STATE OF FLORIDA :  
COUNTY OF PALM BEACH :

On this, the 3<sup>rd</sup> day of MAY, 1991, before me, the undersigned officer, personally appeared WILLIAM LAMBRAKIS and CHRISOULA LAMBRAKIS, who acknowledged themselves to be the persons whose names are subscribed within, and that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

NOTARY PUBLIC



ORB 6975 Pg 1807

STATE OF FLORIDA :  
COUNTY OF PALM BEACH :

On this, the 15 day of May, 1991,  
before me, the undersigned officer, personally appeared  
C. STANLEY WEAVER and WILLIAM G. WINTERS,  
who acknowledged themselves to be the President and Secretary  
respectively of the LAKE WORTH DRAINAGE DISTRICT, a Special  
Taxing District, existing under the laws of the State of  
Florida, and that they executed the foregoing instrument for  
the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and  
official seal.

Joann M. Rylov  
Notary Public

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. AUG. 2, 1993  
BONDED THRU GENERAL INS. UND.

c: lwdd owner.pip-

EXHIBIT "A"

Commencing at the Southwest corner of Section 25, Township 45 South, Range 42 East; thence N 89°26' 45" E, along the South line of said Section 25, a distance of 1355.16 feet to a point; thence N 0°41' 42" E, a distance of 1147.51 feet to a point; thence N 89°43' 58" E, a distance of 2130.81 feet to a point; thence N 0°16' 02" W, a distance of 1339.50 feet to the Point of Beginning; thence continue N 0°16' 02" W, a distance of 118.00 feet to a point; thence S 89°43' 58" W, a distance of 175.00 feet to a point; thence S 0°16' 02" E, a distance of 118.00 feet to a point; thence N 89°43' 58" E, a distance of 175.00 feet to the Point of Beginning.

Subject to easement over and upon the North 10 feet thereof, and a road right-of-way easement over the East 20 feet thereof.

EXHIBIT "B"

Canal right-of-way as described in O.R.B. 2009 P. 1480

EXHIBIT "C"

Commencing at the Northwest Corner of the parcel described in Exhibit "A"; thence S 0°16' 02" E, along the West line of the parcel described in Exhibit "A", a distance of 10.00 feet to the Point of Beginning of the parcel to be herein described; thence S 89°43' 58" W, a distance of 3.00 feet to a point; thence N 0°16' 02" W, a distance of 50.00 feet to a point; thence N 89°43' 58" E, a distance of 158.00 feet to a point; thence S 0°16' 02" E, a distance of 50.00 feet to a point; thence S 89°43' 58" W, a distance of 155.00 feet to the Point of Beginning of the herein described parcel.

All lying and being in Section 25, Township 45 South, Range 42 East, Palm Beach County, Florida.

## EXHIBIT B

RETURN TO:  
LAKE WORTH DRAINAGE DISTRICT  
13081 Military Trail  
Delray Beach, FL 33484

PREPARED BY:  
MARK A. PERRY, ESQ.  
Perry & Kern, P.A.  
50 SE Fourth Avenue  
Delray Beach, FL 33483

CFN 20060454016  
OR BK 20690 PG 0059  
RECORDED 08/04/2006 11:17:45  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0059 - 63; (5pgs)

### ASSIGNMENT OF LICENSE AGREEMENT

**ASSIGNMENT** made the 11 day of JULY, 2006, between **WILLIAM G. LAMBRAKIS and CHRISOULA LAMBRAKIS**, whose mailing address is 11611 N. Lake Drive, Boynton Beach, Florida 33436, Assignor, and **DEBORAH PINES, Trustee of the Deborah Pines Trust dated January 6, 2000**, whose mailing address is 10519 Pine Tree Terrace, Boynton Beach, Florida 33436, Assignee, and **LAKE WORTH DRAINAGE DISTRICT**, a Special Taxing District, of 13081 Military Trail, Delray Beach, Florida 33484.

**WHEREAS**, by a certain Piping Easement Agreement, dated May 15, 1991, by and between LAKE WORTH DRAINAGE DISTRICT and WILLIAM G. LAMBRAKIS and CHRISOULA LAMBRAKIS, the Assignor, as recorded in the Public Records of Palm Beach County in Record Book 6975, Page 1802, the LAKE WORTH DRAINAGE DISTRICT granted an easement to allow WILLIAM G. LAMBRAKIS and CHRISOULA LAMBRAKIS to pipe and fill a portion of the DISTRICT'S L-25 Canal right-of-way, subject to the terms therein contained.

**NOW, THEREFORE**, it is agreed:

1. **ASSIGNMENT:** In consideration of the sum of TEN DOLLARS (\$10.00), the receipt of which is hereby acknowledged, the Assignor hereby assigns to the Assignee the said Piping Easement Agreement, dated May 15, 1991, regarding that portion of the District's Lateral Canal No. 25 right-of-way, as more particularly described in Exhibit "A" attached hereto and made a part hereof,

03-1557P.08



and hereinafter referred to as the "Easement Area"; subject nevertheless, to the terms, conditions, and stipulations contained in the said Agreement.

2. **ASSIGNEE'S COVENANTS:** The Assignee agrees to pay all obligations arising or accruing from and after the date hereof, as required by the Agreement, and further agrees to be bound by and responsible for the conditions and stipulations contained in the said Agreement arising or accruing from and after the date hereof. Further, Assignee agrees to pay all expenses emanating out of and relating to the preparation of the terms of this Assignment of Piping Easement Agreement, which shall include but not be limited to attorneys' fees, recording fees and administration fees.

Assignee shall provide a report to the DISTRICT every two years, prepared by a professional Florida engineer as to the structural integrity of the pipe.

All notices required or allowed by this Agreement shall be delivered in person or mailed by Certified Mail -- Return Receipt Requested, postage prepaid, to the party upon whom such notice is to be given at the following addresses:

LWDD:

Lake Worth Drainage District  
13081 Military Trail  
Delray Beach, FL 33484  
Att: William G. Winters, Manager

Copy to:

Mark A. Perry, General Counsel  
Lake Worth Drainage District  
13081 Military Trail  
Delray Beach, FL 33484

ASSIGNEE:

Deborah Pines  
10519 Pine Tree Terrace  
Boynton Beach, FL 33436

Copy to:

\_\_\_\_\_  
\_\_\_\_\_

3. **APPROVAL:** LAKE WORTH DRAINAGE DISTRICT hereby accepts and approves the Assignment of the Piping Easement Agreement from WILLIAM G. LAMBRAKIS and CHRISOULA LAMBRAKIS to DEBORAH PINES, Assignee, so long as Assignee observes and performs all obligations, terms, and conditions contained in the subject agreement and assignment.

**IN WITNESS WHEREOF,** the parties have hereunto executed this Assignment the day and year first above written.

LAKE WORTH DRAINAGE DISTRICT

By: C. Stanley Weaver  
C. STANLEY WEAVER, President

Attest: William G. Winters  
WILLIAM G. WINTERS, Secretary

Corporate Seal

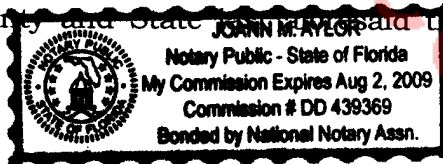
13081 Military Trail  
Delray Beach, FL 33484

STATE OF FLORIDA :  
COUNTY OF PALM BEACH:

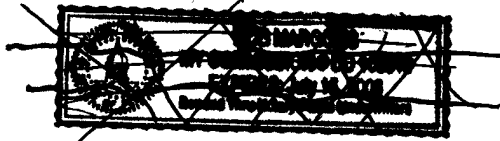
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared C. STANLEY WEAVER and WILLIAM G. WINTERS, the President and Secretary respectively, of the LAKE WORTH DRAINAGE DISTRICT, known to me, and who did not take an oath.

WITNESS my hand and official seal in the County and State of Florida said this the  
3 day of August 2006.

Joan M. Ayler  
Notary Public



Notary Stamp or Seal



03-1557P.08

**ASSIGNOR:**

**WILLIAM G. LAMBRAKIS and  
CHRISOULA K. LAMBRAKIS**

*Paul Lambrakis*  
(1) Witness Signature  
PAUL LAMBRAKIS  
Printed Name of Witness

By: *William G. Lambrakis*  
William G. Lambrakis

*Andrea Spirazza*  
(2) Witness Signature  
ANDREA SPIRAZZA  
Printed Name of Witness

By: *Chrisoula K. Lambrakis*  
Chrisoula K. Lambrakis

11611 N. Lake Drive  
Boynton Beach, FL 33436

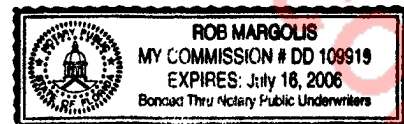
STATE OF FLORIDA :  
COUNTY OF PALM BEACH:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared WILLIAM G. LAMBRAKIS and CHRISOULA K. LAMBRAKIS, both of whom acknowledged executing the foregoing instrument, are known to me, or have produced \_\_\_\_\_ as identification, and who did (did not) take an oath.

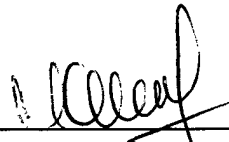
WITNESS my hand and official seal in the County and State last aforesaid this the 13 day of JULY 2006.

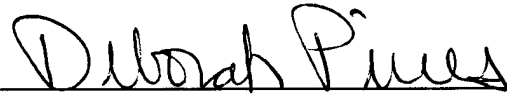
*Rob Margolis*  
Notary Public

\_\_\_\_\_  
Notary Stamp or Seal



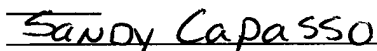
**ASSIGNEE: DEBORAH PINES, Trustee**

  
(1) Witness Signature  
Maria Clara Urdaneta  
Printed Name of Witness

By:   
Deborah Pines

  
(2) Witness Signature


10519 Pine Tree Terrace  
Boynton Beach, FL 33436


  
Printed Name of Witness

STATE OF FLORIDA :  
COUNTY OF PALM BEACH:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DEBORAH PINES, who acknowledged executing the foregoing instrument, is known to me, or has produced \_\_\_\_\_ as identification, and who did (did not) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this the 6th day of July 2006.

  
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA  
 **Susan Strang**  
Commission # DD382312  
Expires: MAR. 11, 2009  
Notary Stamp or Seal \_\_\_\_\_  
\_\_\_\_\_



#166

EXHIBIT C

RETURN TO:  
LAKE WORTH DRAINAGE DISTRICT  
13081 Military Trail  
Delray Beach, FL 33484

CFN 20070207224  
OR BK 21676 PG 0708  
RECORDED 04/30/2007 11:45:12  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0708 - 712; (5pgs)

PREPARED BY:  
MARK A. PERRY, ESQ.  
Perry & Kern, P.A.  
50 SE Fourth Avenue  
Delray Beach, FL 33483

**ASSIGNMENT OF LICENSE AGREEMENT**

**ASSIGNMENT** made the 26 day of April, 2007, between **DEBORAH PINES, Trustee of the Deborah Pines Trust dated January 6, 2000**, whose mailing address is 2550 N. Federal Highway, Suite 15, Fort Lauderdale, Florida 33305, Assignor, and **Edouard Joseph**, whose mailing address is 10519 Pine Tree Terrace, Boynton Beach, Florida 33436, Assignee, and **LAKE WORTH DRAINAGE DISTRICT**, a Special Taxing District, of 13081 Military Trail, Delray Beach, Florida 33484.

**WHEREAS**, by a certain Piping Easement Agreement, dated May 15, 1991, by and between LAKE WORTH DRAINAGE DISTRICT and WILLIAM G. LAMBRAKIS and CHRISOULA LAMBRAKIS, as recorded in the Public Records of Palm Beach County in Record Book 6975, Page 1802, the LAKE WORTH DRAINAGE DISTRICT granted an easement to allow WILLIAM G. LAMBRAKIS and CHRISOULA LAMBRAKIS to pipe and fill a portion of the DISTRICT'S L-25 Canal right-of-way, subject to the terms therein contained; and

**WHEREAS**, by a certain Assignment of License Agreement, dated July 11, 2006, WILLIAM G. LAMBRAKIS and CHRISOULA LAMBRAKIS, as Assignor assigned the original Piping Easement Agreement to DEBORAH PINES, Trustee of the Deborah Pines Trust dated January 6, 2000, as Assignee, as recorded in Official Record Book 20690, Page 0059, of the Public Records of Palm Beach County, Florida.

03-1557P.08

**NOW, THEREFORE,** it is agreed:

1. **ASSIGNMENT:** In consideration of the sum of TEN DOLLARS (\$10.00), the receipt of which is hereby acknowledged, the Assignor hereby assigns to the Assignee the said Piping Easement Agreement, dated May 15, 1991, regarding that portion of the District's Lateral Canal No. 25 right-of-way, as more particularly described therein, and hereinafter referred to as the "Easement Area"; subject nevertheless, to the terms, conditions, and stipulations contained in the said Agreement.

2. **ASSIGNEE'S COVENANTS:** The Assignee agrees to pay all obligations arising or accruing from and after the date hereof, as required by the Agreement, and further agrees to be bound by and responsible for the conditions and stipulations contained in the said Agreement arising or accruing from and after the date hereof. Further, Assignee agrees to pay all expenses emanating out of and relating to the preparation of the terms of this Assignment of Piping Easement Agreement, which shall include but not be limited to attorneys' fees, recording fees and administration fees.

Assignee shall provide a report to the DISTRICT every two years, prepared by a professional Florida engineer as to the structural integrity of the pipe.

All notices required or allowed by this Agreement shall be delivered in person or mailed by Certified Mail -- Return Receipt Requested, postage prepaid, to the party upon whom such notice is to be given at the following addresses:

LWDD:

Lake Worth Drainage District  
13081 Military Trail  
Delray Beach, FL 33484  
Att: Ronald L. Crone, Manager

Copy to:

Mark A. Perry, General Counsel  
Lake Worth Drainage District  
13081 Military Trail  
Delray Beach, FL 33484

03-1557P.08

ASSIGNEE:

Edouard Joseph  
10519 Pine Tree Terrace  
Boynton Beach, FL 33436

3. **APPROVAL:** LAKE WORTH DRAINAGE DISTRICT hereby accepts and approves the Assignment of the Piping Easement Agreement from DEBORAH PINES, Assignor, to EDOUARD JOSEPH, Assignee, so long as Assignee observes and performs all obligations, terms, and conditions contained in the subject agreement and assignment.

**IN WITNESS WHEREOF**, the parties have hereunto executed this Assignment the day and year first above written.

LAKE WORTH DRAINAGE DISTRICT

By:   
JAMES M. ALDERMAN, President

Attest:   
RONALD L. CRONE, Secretary

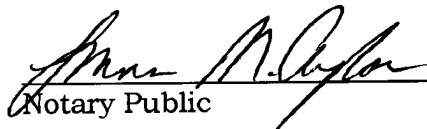
Corporate Seal

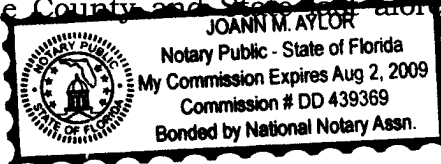
13081 Military Trail  
Delray Beach, FL 33484

STATE OF FLORIDA :  
COUNTY OF PALM BEACH :

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JAMES M. ALDERMAN and RONALD L. CRONE, the President and Secretary respectively, of the LAKE WORTH DRAINAGE DISTRICT, known to me, and who did not take an oath.

WITNESS my hand and official seal in the County and State first aforesaid this the 26 day of April 2007.

  
Notary Public



Notary Stamp or Seal

03-1557P.08

ASSIGNOR: DEBORAH PINES, Trustee

\_\_\_\_\_  
(1) Witness Signature

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
(2) Witness Signature

\_\_\_\_\_  
Printed Name of Witness

By: Deborah Pines  
Deborah Pines individually  
and as Trustee

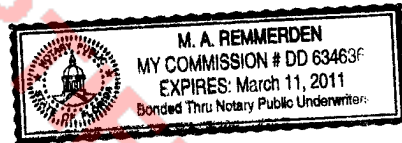
2550 N. Federal Highway, Suite 15  
Fort Lauderdale, FL 33305

STATE OF FLORIDA :  
COUNTY OF PALM BEACH :

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DEBORAH PINES, who acknowledged executing the foregoing instrument, is known to me, or has produced FLA DRIVER'S LICENSE as identification, and who did (did not) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this the 8 day of MARCH 2007.

M. A. Remmerden  
Notary Public



\_\_\_\_\_  
Notary Stamp or Seal



ASSIGNEE: EDOUARD JOSEPH

M. A. Remmerden

(1) Witness Signature

M. A. REMMERDEN

Printed Name of Witness

Kearna Flynn

(2) Witness Signature

Kearna Flynn

Printed Name of Witness

By: [Signature]  
Edouard Joseph

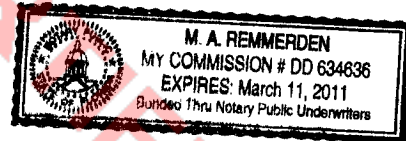
10519 Pine Tree Terrace  
Boynton Beach, FL 33436

STATE OF FLORIDA :  
COUNTY OF PALM BEACH :

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared EDOUARD JOSEPH, who acknowledged executing the foregoing instrument, is known to me, or has produced FLORIDA DRIVERS LICENSE as identification, and who did (did not) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this the 5 day of April 2007.

M. A. Remmerden  
Notary Public



Notary Stamp or Seal



CFN 20220023633

OR BK 33225 PG 0030  
RECORDED 01/18/2022 11:58:13  
AMT 10.00  
Doc Stamp 0.70  
Palm Beach County, Florida  
Joseph Abruzzo, Clerk  
Pgs 0030 - 32 (3pgs)

## EXHIBIT D

*Prepared by and  
When recorded return to:*  
The Document People  
21904 Ventura Blvd.  
Woodland Hills, CA 91364

*Mail Tax Statement To:*  
Edouard Rene Joseph and  
Christine Nadia Joseph, Trustees  
10519 Pine Tree Terrace  
Boynton Beach, FL 33436

**Parcel Identification Number: 00-42-45-25-03-000-0430**

## QUITCLAIM DEED

THIS INDENTURE, executed this 8 day of DECEMBER, 2021, by the Grantor, **Edouard Joseph, a married man**, whose address is **10519 Pine Tree Terrace, Boynton Beach, FL, 33436**, does hereby remise, release and forever quitclaim all their interest to **The Joseph Family Trust, UTD** DECEMBER 8, 2021, **Edouard Rene Joseph and Christine Nadia Joseph, Trustees**, hereby Grantee, whose address is **10519 Pine Tree Terrace, Boynton Beach, FL, 33436**.

## WITNESSETH

That the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto said Grantee and Grantee's heirs, successors forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described land situate in Palm Beach County, State of Florida:


LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF.

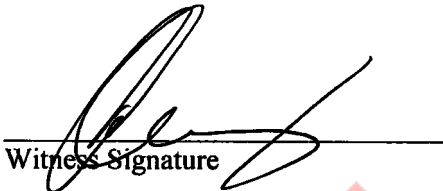
TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

Commonly known as: 10519 Pine Tree Terrace, Boynton Beach, FL, 33436.

IN WITNESS WHEREOF, the said party has signed and sealed these presents the day and year set forth below.

Date December 8, 2021

  
Edouard Joseph

  
Witness Signature

ANDREA CHAVEZ  
Printed Name

  
Witness Signature

CYNTHIA DUREN  
Printed Name

A Notary Public or other official completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

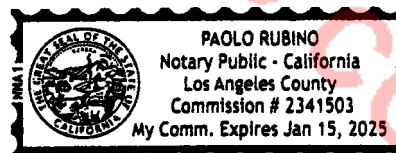
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

On December 8, 2021, before me, PAOLO RUBINO, a Notary Public, personally appeared, Edouard Joseph, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

  
Notary Public

Printed name: PAOLO RUBINO

My Commission Expires: JAN 15, 2025



Mail Tax Statement As Shown Above

## EXHIBIT "A"

All that certain parcel or tract of land (more commonly known as Lot 43, PINETREE GOLF CLUB, an unrecorded plat) lying and being in the County of Palm Beach, State of Florida, more particularly described as follows:

Commencing at the Southwest corner of Section 25, Township 45 South, Range 42 East, Palm Beach County, Florida, thence North  $89^{\circ}26'45''$  East along the South line of said Section 25, a distance of 1355.16 feet to a point; thence North  $0^{\circ}41'42''$  East a distance of 1147.51 feet to a point; thence North  $89^{\circ}43'58''$  East a distance of 2130.81 feet to a point; thence North  $0^{\circ}16'02''$  West a distance of 1339.50 feet to the Point of Beginning; thence North  $0^{\circ}16'02''$  West, a distance of 118.00 feet to a point; thence South  $89^{\circ}43'58''$  West a distance of 175.00 feet to a point; thence South  $0^{\circ}16'02''$  East a distance of 118.00 feet to a point; thence North  $89^{\circ}43'58''$  East a distance of 175.00 feet to the Point of Beginning.





13081 MILITARY TRAIL  
DELRAY BEACH, FLORIDA 33484-1105

## EXHIBIT E

Board of Supervisors  
James M. Alderman  
Stephen Bedner  
Jeffrey P. Phipps, Sr.  
Carrie Hill  
John I. Whitworth III  
Executive Director  
Tommy B. Strowd, P.E.  
Attorney  
Mark A. Perry, P.A.

April 15, 2024

### **FINAL NOTICE – INITIATION OF LIEN PROCEEDINGS VIA CERTIFIED MAIL**

JOSEPH FAMILY TRUST  
10519 PINE TREE TER  
BOYNTON BEACH FL, 33436

<b>Re:</b>	<b>Final Notice:</b>	<b>Failing Pipe / Default of Agreement</b>
	<b>Site Address:</b>	<b>10519 PINE TREE, BOYNTON BEACH, FL 33436</b>
	<b>PCN:</b>	<b>00424525030000430</b>
	<b>LWDD Canal No.:</b>	<b>L-25</b>
	<b>LWDD Record Nos.</b>	<b>91-1557D.01, 03-1557P.08, CM-20-0260</b>

Dear Christine & Edouard Joseph:

FINAL NOTICE is hereby given that you are currently in default on the terms and conditions of the Piping Easement Agreement (the "Agreement") with the Lake Worth Drainage District (attached). A recent inspection of the pipe indicates that immediate repair is required to provide for the free flow of water through the canal. If repair is not commenced within 30 days, the District may initiate actions to remediate the situation which could include repairs to the existing structure, replacement of the pipe, or complete removal of the pipe and returning it into an open canal.

As property owner of the area in question, you are subject to the terms and requirements of the Agreement. You, and any subsequent owner of the property, will be responsible for full repayment of all costs incurred by the District in remediating the canal. Those costs will be made a special assessment against your property and collected by the Palm Beach County Tax Collector as a lien on the property.

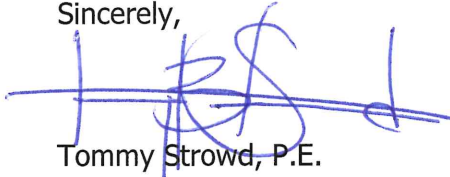
The District Board of Supervisors will discuss this matter and potential remedial actions at its monthly board meeting on May 15, 2024, at 8:30 a.m. The meeting will be held at District offices located at 13081 S. Military Trail, Delray Beach, FL 33484. We encourage you to attend and participate in the discussion in an effort to reach an agreeable resolution of this issue.

Joseph Family Trust  
April 15, 2024  
Page 2

Should you have any questions regarding this compliance matter or the scheduled board meeting, please contact Reagan Walker at [rwalker@lwdd.net](mailto:rwalker@lwdd.net) or by phone at 561-498-5363.

We urge prompt attention to this matter to avoid further action by the District.

Sincerely,

A handwritten signature in blue ink, appearing to read 'T. Strowd', with a horizontal line drawn across it.

Tommy Strowd, P.E.  
Executive Director & District Engineer  
Lake Worth Drainage District

Enclosures: Piping Easement Agreement  
Previous Correspondence and Notices of Non-Compliance

c: Reagan Walker, Assistant Executive Director, LWDD  
Pine Tree Country Club Estates Homeowners Association  
Pine Tree Golf Club, Inc.