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## Background



- As part of CRP program, south side of L-13 Canal being recovered and refurbished to provide access for a safe, maintainable canal bank
- In May 2024, notice issued to property owner, Damaris Gonzales, regarding encroaching fence within LWDD right-of-way
- Ms. Gonzalez contacted LWDD regarding property boundary



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## Background



- In 1917, the North **90.42 ft.** of the E $\frac{1}{2}$ , NE  $\frac{1}{4}$ , SE  $\frac{1}{4}$  of Section 25 was taken for canal right-of-way per Chancery Case 407 (L-13 Canal from Kirk Rd to 660' West)
- Adjacent property was purchased by Gonzales ~30 years ago
  - Deed and survey reflect the 'LWDD right-of-way or easement'; however, no dimensions were provided on the survey
  - For 20 years, property owner was assessed for entirety of property
  - In 2014, property boundaries were updated by Palm Beach County consistent with the LWDD right-of-way boundary; owner no longer being assessed for additional acreage

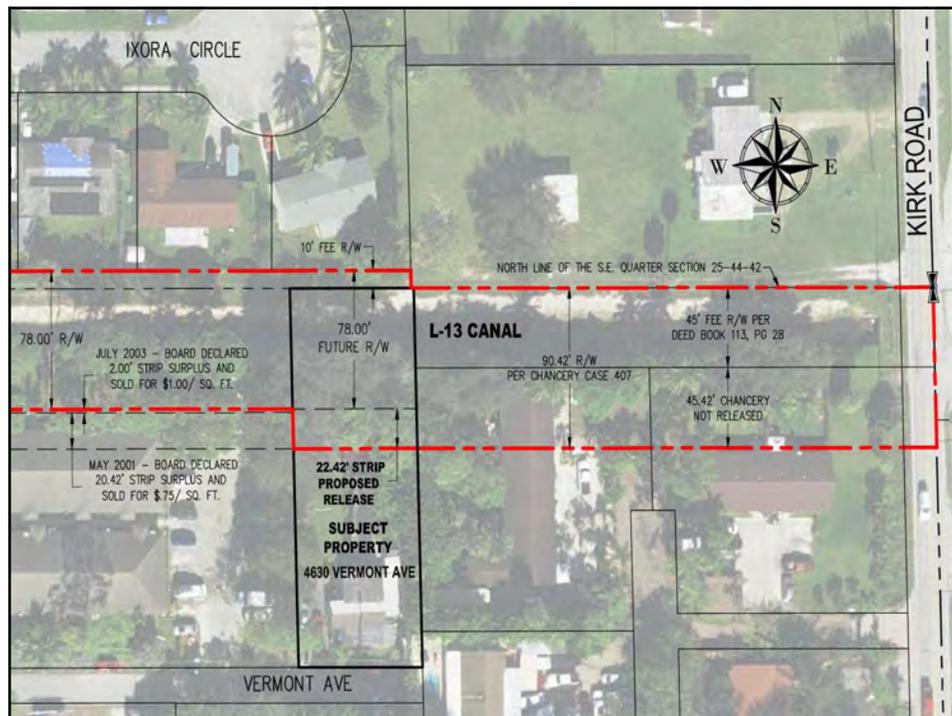
6

## Background



- To date, Ms. Gonzalez has removed much of the fencing within the right-of-way to comply with notice
- Ms. Gonzales is petitioning the Board to surplus and release the south 22.42' of the canal right-of-way
- New boundary would be consistent with LWDD right-of-way boundary to the west
- In May 2001 and July 2003, the Board approved property owner to the west to purchase the south 22.42' of the canal right-of-way for \$.75/ sq. ft. and \$1.00 per sq. ft. respectively.

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## Staff Recommendation



- Given efforts by property owner to remove encroachments within the required right-of-way and staff efforts to remedy 'saw tooth' right-of-way boundaries, staff recommends approval to:
  - Declare the south 22.42' strip of canal right-of-way surplus and release for \$250.00
    - Said strip being 22.42' x 78.15', containing 1,752 sq. ft.
  - Subject to:
    - All remaining encroachments removed from required right-of-way
    - Certification of Title
    - \$250 processing fee
    - District operating policies

# Piping Easement Agreement

## Joseph Family Trust, UTD

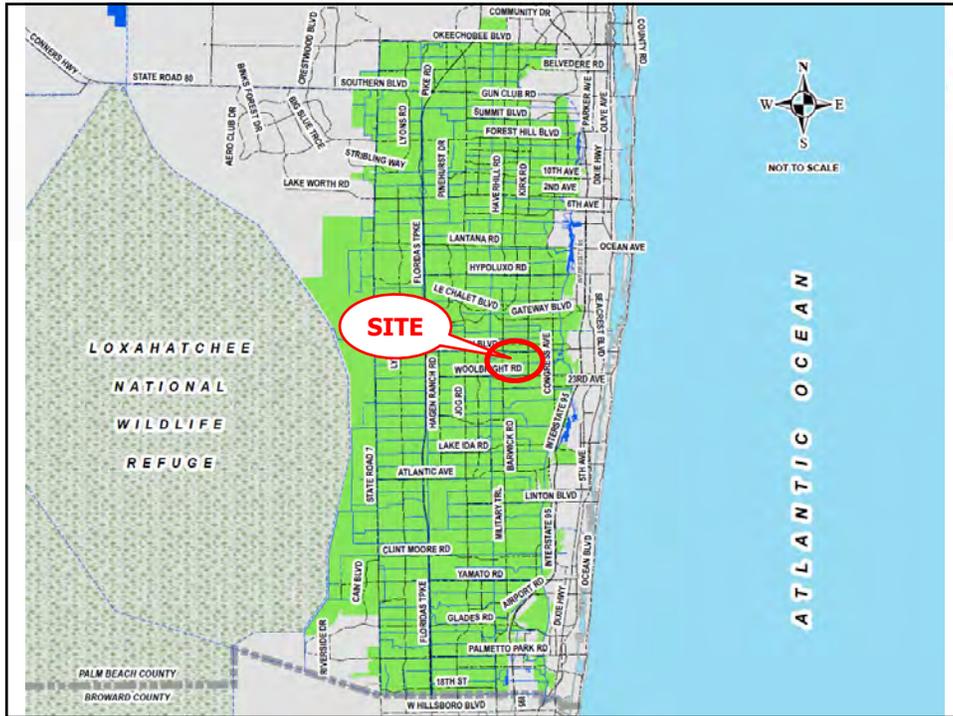
Project No. 91-1557D.01; 03-1557P.08; CM-20-0260

Brian Tilles, P.E., Director Right-of-Way Regulation  
Board of Supervisors' Regular Meeting, 09/11/2024  
Agenda Item #8



LWDD  
LAKE WORTH DRAINAGE DISTRICT

1



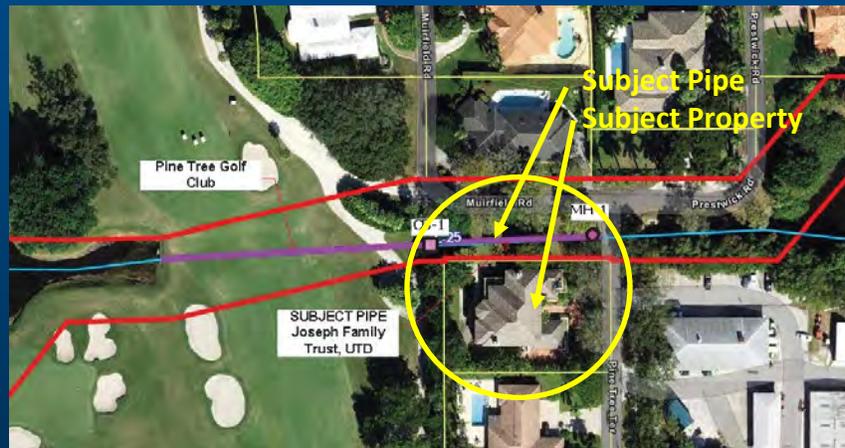
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### Vicinity Map



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### Site Map

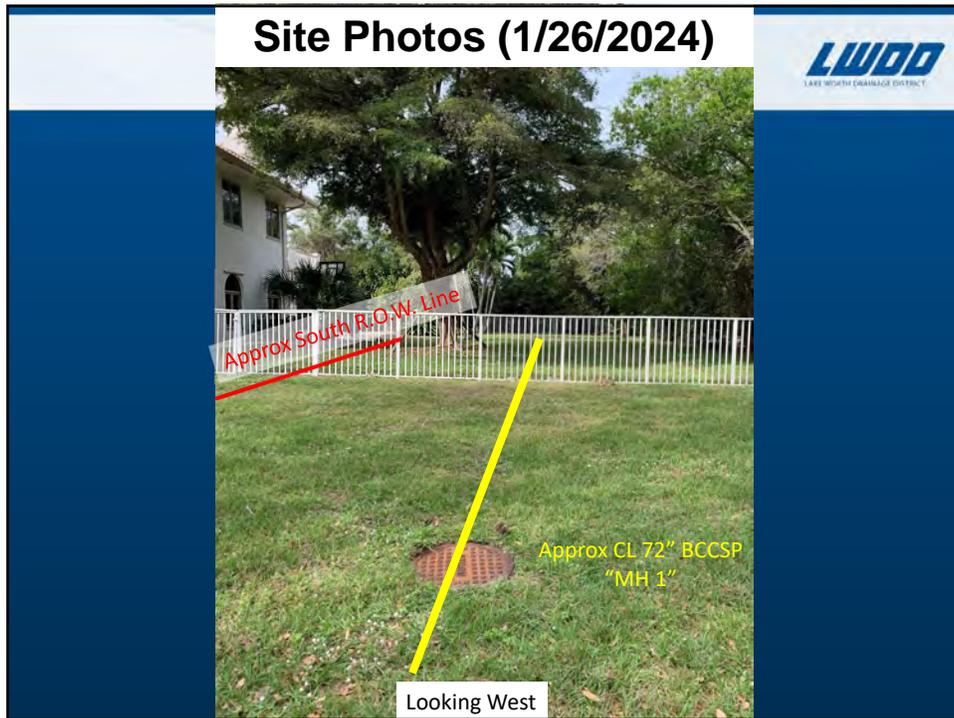


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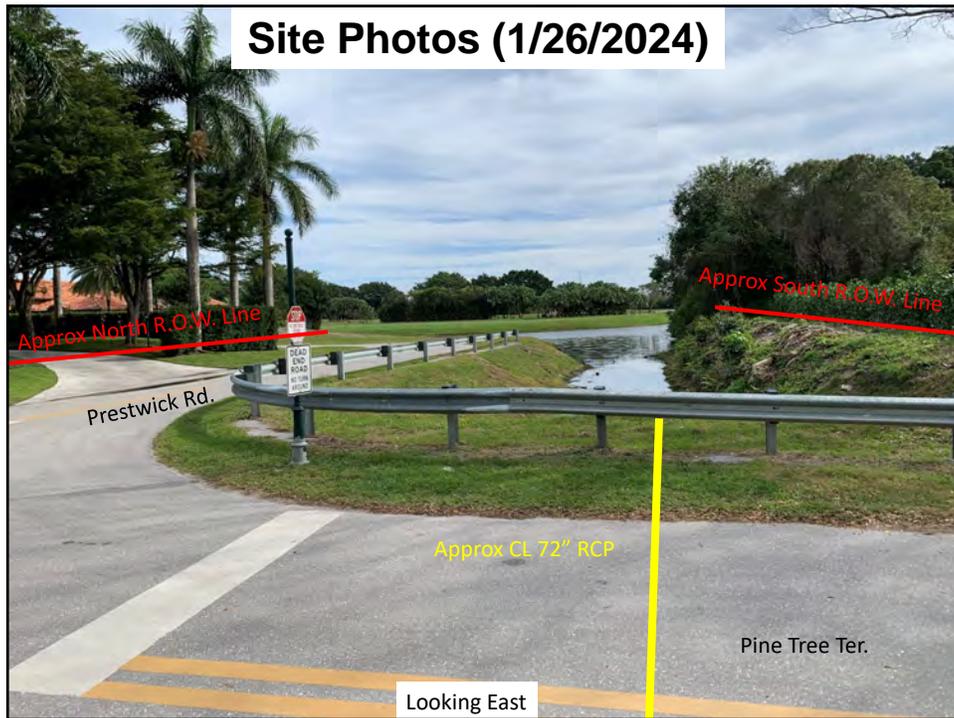
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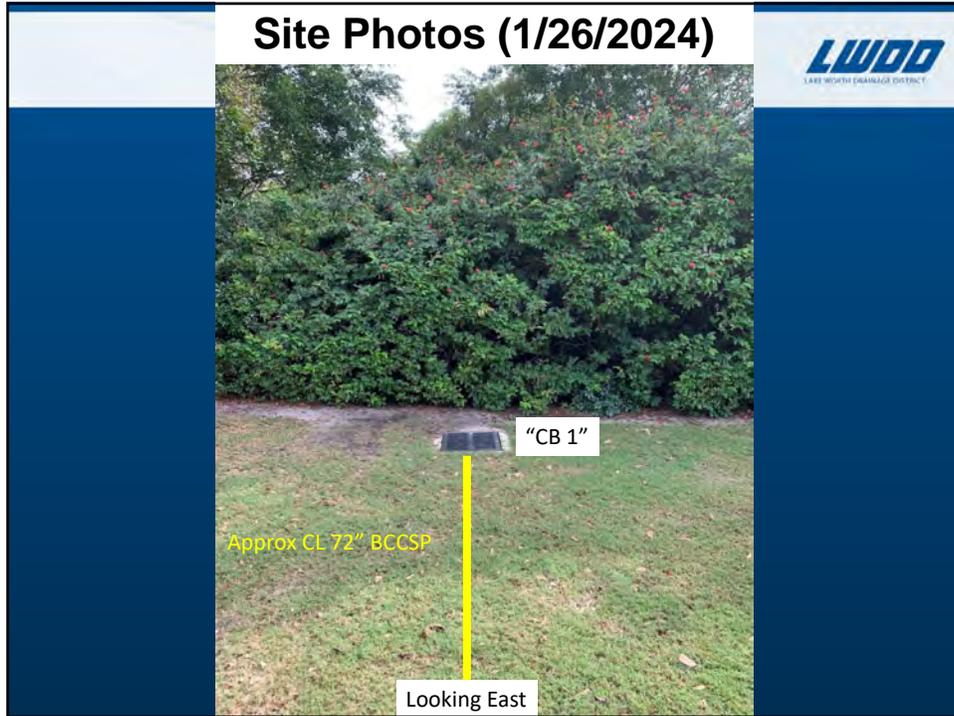
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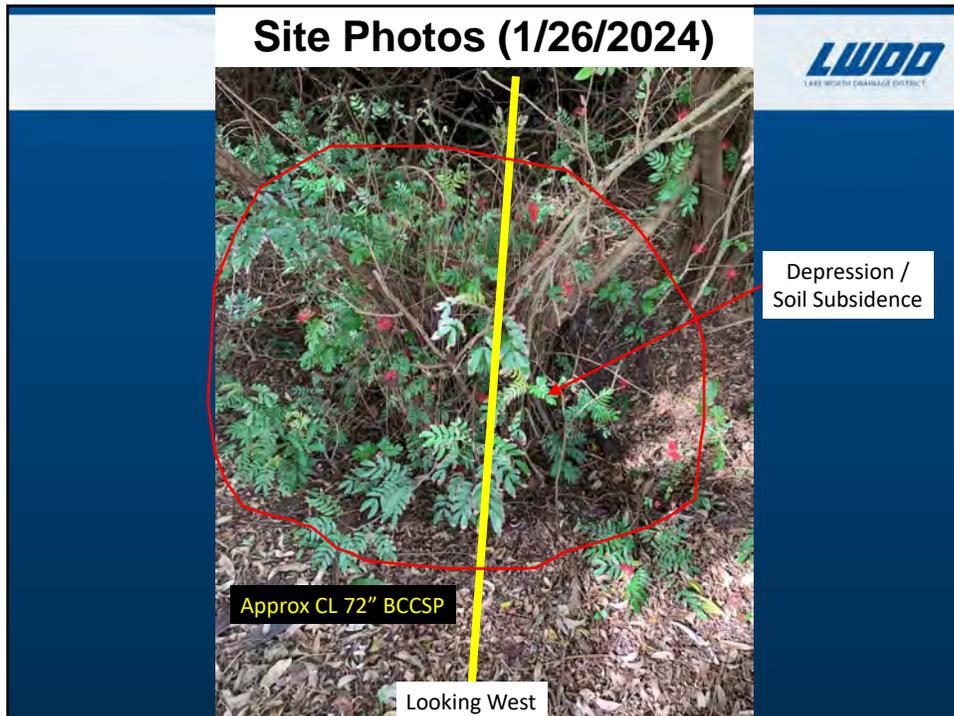
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## Background Agreement History



- 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 board approved Resolution 24-01 to initiate Special Assessment process in accordance with its enabling legislation
  - Directed staff to obtain plans and costs to repair pipe

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## Project Specifications

- Removal and disposal of ~175-200 L.F. of 4 FT aluminum and chain link fence within LWDD right-of-way (referenced area).
- Installation of ~125 L. F. of 4 FT chain link fence along north property line to restrict access to pool per Palm Beach County building codes.
- Removal of all trees and vegetation within the referenced area.
- Install ~140-150 L.F. 72" CIPP (Cured In-Place Pipe) - (MHI-CB1) to repair existing failing pipe, in accordance with FDOT standards Section 431, Pipe Liner.
- Following completion of pipe repair, grade and resod referenced area.

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## Estimated LWDD Costs

Remedial Actions Paid to Date:	
Pipe Inspection conducted 12/16/2023	\$2,250
Pipe Cleaning conducted 4/22/24	\$3,600
Construction Cost Estimates:	
Encroachment Removal (Fencing & Vegetation)	~\$20,000
Installation of Chain link fencing on north boundary line	~\$3,750
Pipe remediation (Installation of ~140 L.F. of 72" CIPP @ \$950 per L.F.)	~\$133,000
Cleaning and Post Inspection	~\$12,000
Site Restoration (grading, sod)	~\$3,000
Other Expenses:	
Surveying	~\$1,000
Engineering – Coordination, on-site inspections, final certifications	~\$15,000
Preparation of Plans & Specs, Bid Documents	~\$1,160
Printing & publishing of notices and proceedings	~\$2,500
Preparation of special assessment documentation	~\$5,000
Total Estimated Costs	
	<b>\$202,260.00</b>

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## Next Steps



- Approval of Resolution 24-03 providing:
  - Necessity for and nature of improvement
  - Estimated costs
  - What part of costs shall be paid by special assessment (100%)
  - Method of payment (annual property taxes; collected by PBC Tax Collector)
  - Number of annual installments and interest rate (20 years @ 5% interest rate on deferred payments)
  - Boundary of property benefitted
  - Notice of public hearing

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## Next Steps



- September 2024
  - Adopt resolution 24-03
  - Advertise resolution (2 consecutive weeks in local paper)
- October 2024
  - Notice and host public hearing (October 16<sup>th</sup> board meeting)
  - If work is not already completed by property owner, advertise and award bid for completion of work
- December 2024 – January 2025
  - Following completion of improvements, compile and present final report of costs and assessment
  - Assessment to be included in next FY tax roll and included in budget public hearing (August 2025)

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## Staff Recommendation



- Adopt Resolution No. 2024-03:
  - A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE WORTH DRAINAGE DISTRICT FINDING A NECESSITY FOR CERTAIN SPECIAL IMPROVEMENTS TO A DEFINED BENEFITED PROPERTY; DESCRIBING THE NATURE OF THE NECESSARY SPECIAL IMPROVEMENTS; PROVIDING THE ESTIMATED TOTAL COST OF THE IMPROVEMENTS; DECLARING THE PORTION OF THE COSTS TO BE PAID BY BENEFITED PROPERTY; STATING THE METHOD FOR PAYMENT OF THE ASSOCIATED ASSESSMENTS, THE TERM OF THOSE ASSESSMENTS, AND THE INTEREST RATE TO BE APPLIED TO THE ASSESSMENT; CALLING FOR NOTICE AND PUBLIC HEARING; AND PROVIDING AN EFFECTIVE DATE.

**LAKE WORTH DRAINAGE DISTRICT  
RESOLUTION NO. 2024-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE WORTH DRAINAGE DISTRICT FINDING A NECESSITY FOR CERTAIN SPECIAL IMPROVEMENTS TO A DEFINED BENEFITED PROPERTY; DESCRIBING THE NATURE OF THE NECESSARY SPECIAL IMPROVEMENTS; PROVIDING THE ESTIMATED TOTAL COST OF THE IMPROVEMENTS; DECLARING THE PORTION OF THE COSTS TO BE PAID BY BENEFITED PROPERTY; STATING THE METHOD FOR PAYMENT OF THE ASSOCIATED ASSESSMENTS, THE TERM OF THOSE ASSESSMENTS, AND THE INTEREST RATE TO BE APPLIED TO THE ASSESSMENT; CALLING FOR NOTICE AND PUBLIC HEARING; 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 on LWDD property adjacent to the Benefited Property, enclosing an open channel, and permitting the owner of the Benefited Property to grass and fence in the affected 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"**; and

**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**, 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 (the "Special Improvement"); and

**WHEREAS**, on May 15, 2024, the LWDD Board of Supervisors adopted Resolution 2024-01, directing LWDD staff to have the necessary plans, specifications, and costs estimates prepared for the Special Improvement, to be brought back to the Board at a future date.

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

1. LWDD has prepared the plans and specifications for those certain Special Improvements, attached hereto as **Exhibit "E"**, which were placed on file at the offices of the District.
2. The Special Improvements are to effectuate the repair of the culvert and associated drainage facilities, placed upon, and for the benefit of, that certain real property delineated on the boundary description attached hereto as **Exhibit "F"**.
3. The Special Improvements are necessary to insure the proper function of District facilities through the Benefited Property.
4. LWDD shall contract for and direct the construction of the Special Improvements as reflected on the plan and specifications.
5. A cost estimate has been prepared and is attached as **Exhibit "G"**, which includes the construction costs, the cost of preliminary or other surveys, inspections, and supervision of the work, the preparation of the plans and specifications, the printing and publishing of notices and proceedings, the preparation of certificates and bonds, and any other expenses necessary or proper.
6. The costs for the Special Improvements shall be borne in their entirety by the Benefited Property, as agreed to in the Original Agreement.
7. The costs for the Special Improvements shall be assessed as a non-ad valorem assessment against the Benefited Property over a term of 20 years, placed upon the tax roll for Palm Beach County, such costs to accrue interest at the rate of 5% per annum.
8. A noticed public hearing shall be held prior to the commencement of the Special Improvement construction, for the receipt and review of any objections.
9. Upon completion of the construction of the Special Improvements, an accounting of the final costs shall be prepared and submitted to the Board of Supervisors for review, approval, and adoption of the assessment to be placed upon the tax roll.

10. 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 11<sup>th</sup> day of September, 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- Special Improvement Plans and Specifications
- F- Boundary Sketch of Benefited Property
- G- Cost Estimate for Special Improvement

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, filling 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.

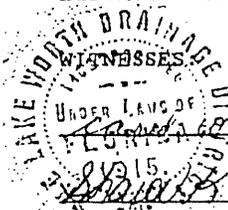
8. The Owner prior to the installation of the piping shall receive the proper permits from the District and any other applicable governmental agency.

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. [Signature] President

attest: [Signature] Secretary

[Signature]  
[Signature]  
(seal)

[Signature]

[Signature]

[Signature]  
Owner  
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.

[Signature]  
NOTARY PUBLIC



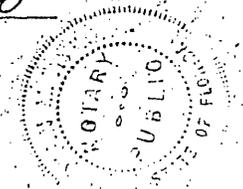
STATE OF FLORIDA :  
COUNTY OF PALM BEACH :

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.

*Joanna M. Byler*  
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

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)

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

**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

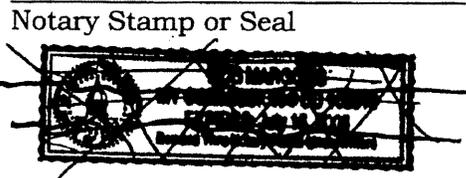
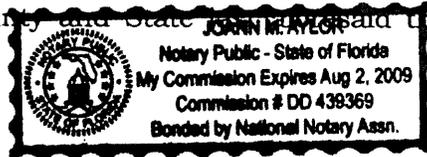
13081 Military Trail  
Delray Beach, FL 33484

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 and this the 3 day of August 2006.

John M. Vitor  
Notary Public



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 Spinzza*  
(2) Witness Signature  
ANDREA SPIRAZZA  
Printed Name of Witness

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

11611 N. Lake Drive  
Boynton Beach, FL 33436

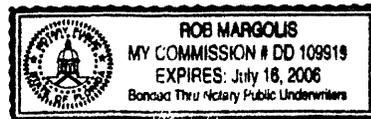
STATE OF FLORIDA :  
COUNTY OF PALM BEACH:

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**

*[Signature]*  
(1) Witness Signature  
Maria Clara Urdaneta  
Printed Name of Witness

By: *Deborah Pines*  
Deborah Pines

*Sandy Capasso*  
(2) Witness Signature

10519 Pine Tree Terrace  
Boynton Beach, FL 33436

Sandy Capasso  
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.

*Susan Strang*  
Notary Public

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

#166



EXHIBIT C

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)

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

**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: *J. M. Alderman*  
JAMES M. ALDERMAN, President

Attest: *Ronald L. Crone*  
RONALD L. CRONE, Secretary

Corporate Seal

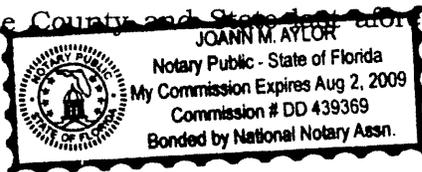
13081 Military Trail  
Delray Beach, FL 33484

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 last aforesaid this the 26 day of April 2007.

*Joann M. Aylor*  
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

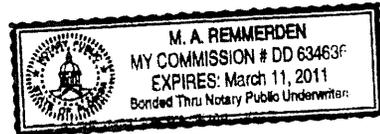
2550 N. Federal Highway, Suite 15  
Fort Lauderdale, FL 33305

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. Remmerden  
(1) Witness Signature  
M. REMMERDEN  
Printed Name of Witness

By: [Signature]  
Edouard Joseph

[Signature]  
(2) Witness Signature  
Hanna Klein  
Printed Name of Witness

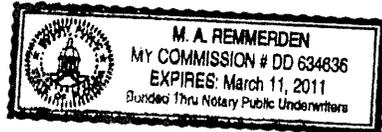
10519 Pine Tree Terrace  
Boynton Beach, FL 33436

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. 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.

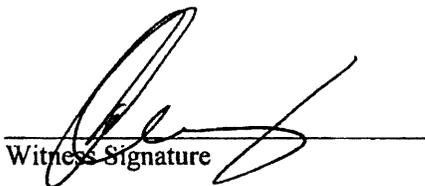
Commonly known as: 10519 Pine Tree Terrace, Boynton Beach, FL, 33436.

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.

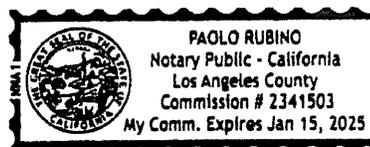
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

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.

Paolo Rubino  
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.

## EXHIBIT E

### PLANS & SPECIFICATIONS

L-25 CANAL PIPE REPAIR  
JOSEPH PROPERTY  
10519 PINE TREE TERRACE

Removal and disposal of ~175-200 L.F. of 4 FT aluminum and chain link fence within LWDD right-of-way (referenced area).

Installation of ~125 L. F. of 4 FT chain link fence along north property line to restrict access to pool per Palm Beach County building codes.

Removal of all trees and vegetation within the referenced area.

Install ~140-150 L.F. 72" CIPP (Cured In-Place Pipe) - (MHI-CB1) to repair existing failing pipe, in accordance with FDOT standards Section 431, Pipe Liner.

Following completion of pipe repair, grade and resod referenced area.

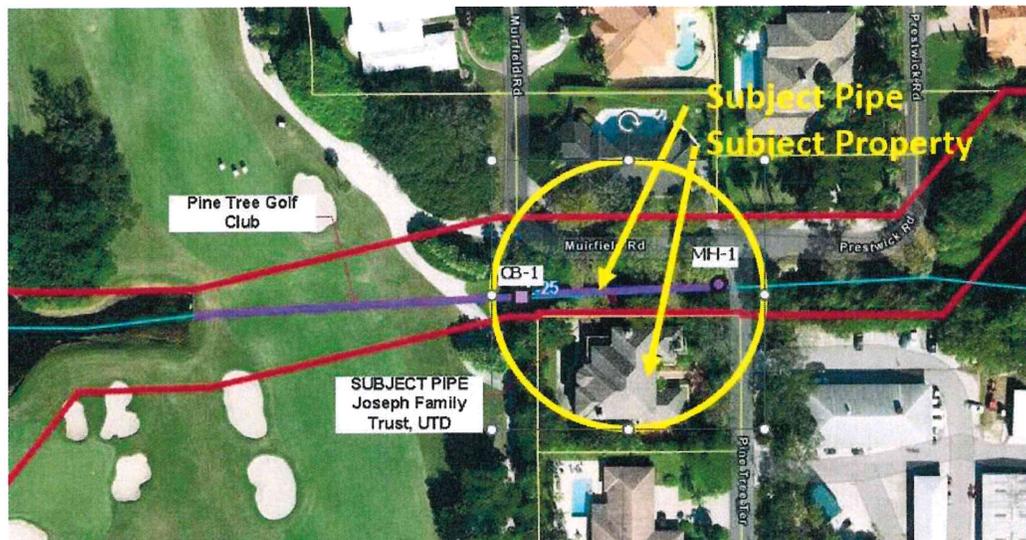


EXHIBIT F

Excerpt from original agreement  
recorded ORB6975/PG1802

ORB 6975 Pg 1808

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.

RECORD VERIFIED  
PALM BEACH COUNTY, FLA  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT

## EXHIBIT G

### COST ESTIMATE

L-25 CANAL PIPE REPAIR  
JOSEPH PROPERTY  
10519 PINE TREE TERRACE

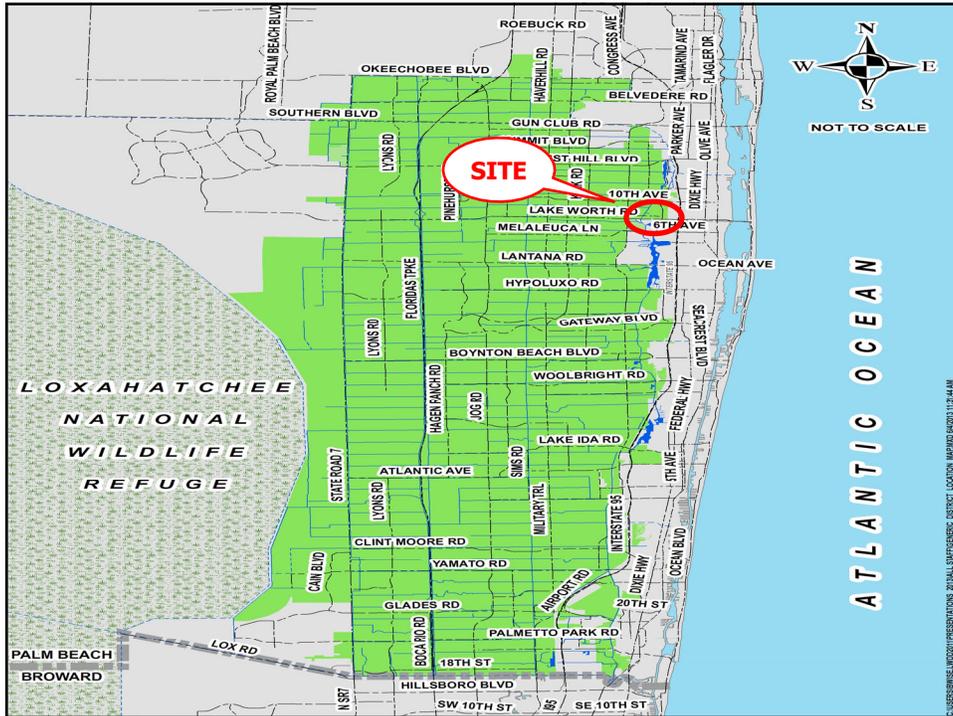
Remedial Actions Paid to Date:	
Pipe Inspection conducted 12/16/2023	\$2,250
Pipe Cleaning conducted 4/22/24	\$3,600
Construction Cost Estimates:	
Encroachment Removal (Fencing & Vegetation)	~\$20,000
Installation of Chain link fencing on north boundary line	~\$3,750
Pipe remediation (Installation of ~140 L.F. of 72" CIPP @ \$950 per L.F.)	~\$133,000
Cleaning and Post Inspection	~\$12,000
Site Restoration (grading, sod)	~\$3,000
Other Expenses:	
Surveying	~\$1000
Engineering – Coordination, on-site inspections, final certifications	~\$15,000
Preparation of Plans & Specs, Bid Documents	~\$1,160
Printing & publishing of notices and proceedings	~\$2,500
Preparation of special assessment documentation	~\$5,000
<b>Total Estimated Costs</b>	<b>\$202,260.00</b>

**Approval to allow the installation of Two (2) Temporary Monitoring Wells within the east side of the E-4 Canal Right-of-Way, south side of 7<sup>th</sup> Avenue N**  
LWDD Project No. RW-24-0147

Nicole Smith, Permit Supervisor  
Governing Board Meeting – September 11, 2024  
Agenda Item #9



1



2



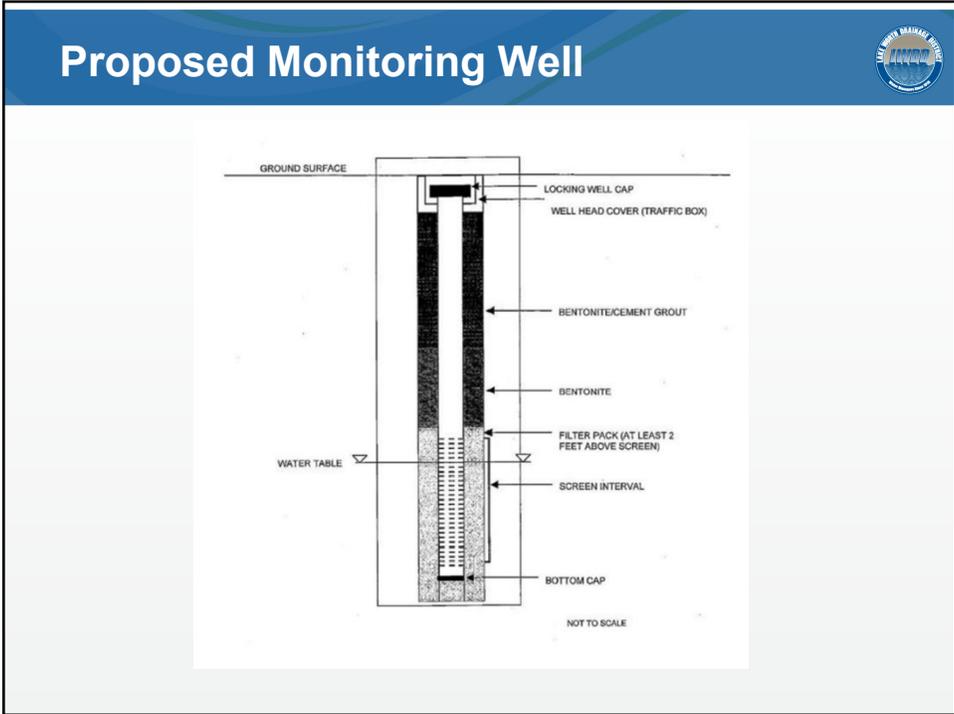
3

## Background

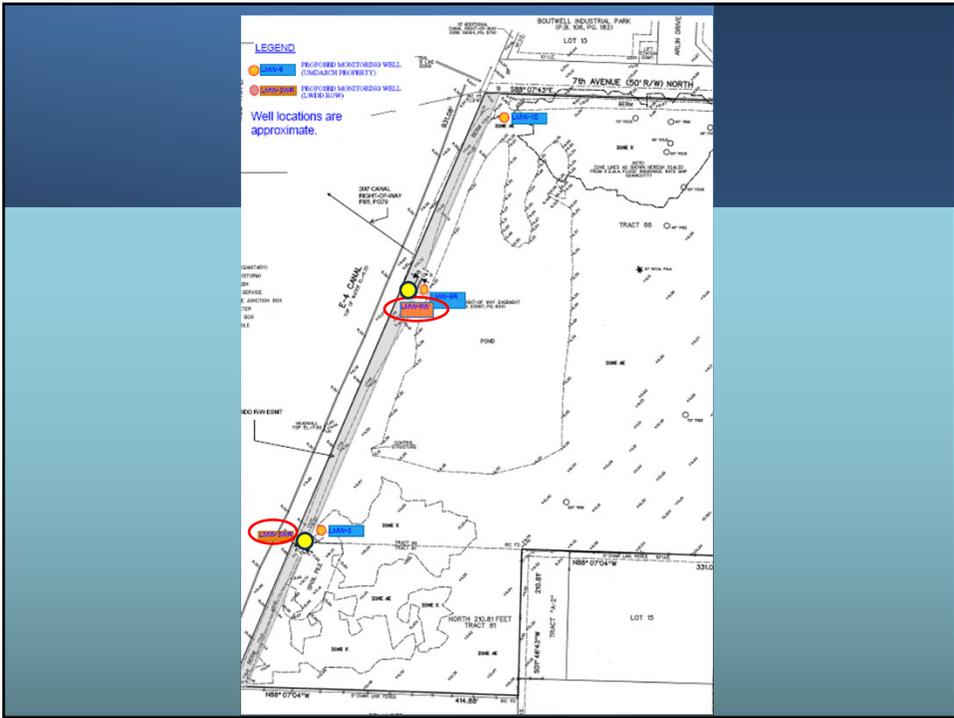


- UMDASH REAL ESTATE USA, LTD (UMDASH) has acquired the parcel on the SE Quad of 7<sup>th</sup> Avenue N and the E-4 Canal; north of 2<sup>nd</sup> Avenue N
- FDEP requested UMDASH to install monitor wells and evaluate groundwater quality for the parcel east of the E-4 Canal
- Samples will be collected quarterly, as required by FDEP
- When monitoring is done as determined by FDEP, the wells will be removed/abandoned, and the right-of-way restored
- Monitoring Wells will not impede LWDD access or maintenance operations
- Monitoring Wells will be installed using direct push technology with a track mounted Geoprobe rig with augers
- Monitoring Well installation, sampling, and abandonment will be completed at the expense of UMDASH

4



5



6

## Staff Recommendation



- Approval to issue a Right-of-Way Permit to UMDASH REAL ESTATE USA, LTD , Inc. for the installation of Two (2) Temporary Monitoring Wells within the E-4 Canal Right-of-way
- Subject to:
  - Certificate of Liability Insurance (listing LWDD as an “Additional Insured”) (received)
  - LWDD Operating Policies & Permit Conditions
  - Permit fee \$2,900.00 (paid)
    - Application Fee \$580.00 per well
    - Use Fee \$870.00 per well



# Surplus and Disposal

Governing Board Meeting

September 11, 2024

Agenda Item #10

Karen Hoyt, Director of Finance

# Surplus and Disposal

- Pursuant to Chapter 274, Florida Statutes, the District has the discretion to surplus property that is obsolete or the continued use of which is uneconomical, unsafe, inefficient, or which serves no useful function
- Staff has identified items that meets this criteria and requests that they be declared surplus, and disposed of through the recommended disposal method

# Listing of Items

<u>Asset ID</u>	<u>Description</u>	<u>Original Cost</u>	<u>Acquisition Date</u>	<u>Recommended Disposal Method</u>
<b>Buildings &amp; Improvements</b>				
1	B59 A/C System, Trane 7.5 Ton	7,826.00	4/28/2009	Garbage / Recycling Program
2	B76 A/C Unit - Lennox 2.5 ton	4,100.00	7/23/2014	Garbage / Recycling Program
3	B113 Pergola - Patio	28,475.00	1/26/2015	Garbage / Recycling Program
4	B182 Security Camera	2,042.79	12/10/2019	Garbage / Recycling Program
<b>Machinery &amp; Equipment</b>				
5	07485 Mower-60" Side & Rear, Rotary	33,155.00	1/5/2016	Online Auction Website/Employee Sale/Recycling Program
6	07486 Mower-60" Side & Rear, Rotary	33,155.00	1/5/2016	Online Auction Website/Employee Sale/Recycling Program
7	07505 Circular Saw w/Holder	1,907.03	5/9/2016	Garbage / Recycling Program
8	07571 Circular Saw - Stanley	2,408.00	2/12/2018	Garbage / Recycling Program
<b>Office Furniture, Fixtures &amp; Equipment</b>				
9	07688 Computer Laptop- Dell Latitude 5500	1,833.00	7/1/2020	Online Auction Website/Employee Sale/Recycling Program

**114,901.82**

# Staff Recommendation

Declare listed items surplus and authorize disposal of items through the recommended disposal method.

**DRAFT**

**Lake Worth Drainage District  
2024 Water Control Plan**

**October 2024**

**Updated by:**

**Lake Worth Drainage District  
13081 South Military Trail  
Delray Beach, Florida 33484**

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## Report Certification

### Engineer's Certification

I hereby certify as a Professional Engineer in the State of Florida that this Lake Worth Drainage District 2024 Water Control Plan was assembled under my direct responsible charge. This certification is provided in accordance with Florida Board of Professional Engineers Rule of Certification under Chapter 61G15-23.003.

---

Tommy Strowd, P.E.  
Executive Director & District Engineer, LWDD  
FL P.E. No. 33252

---

Date

Lake Worth Drainage District  
13081 South Military Trail  
Delray Beach, FL 33484

(Reproductions are not valid unless signed, dated  
and embossed with an Engineer's Seal)

## 2024 Water Control Plan

### Section 1 - Introduction

The Lake Worth Drainage District (District) was first created on June 15, 1915, under Chapter 6458 of the 1913 General Drainage Laws of Florida. Currently, the District operates as an independent special district under Florida Statute Chapter 2009-258 and under Florida Statutes Chapters 189 and 298, and amendments thereto. The District was created for the purposes of reclaiming, draining, and irrigating the lands within its boundary; providing water control and water supply; protecting the lands within its boundary from the effects of water by means of the construction and maintenance of canals, ditches, levees, dikes, pumping stations and other works; and providing improvements for the purpose of making the area habitable for both settlement and agriculture. Pursuant to the requirements of Florida Statute Chapter 298, the District is required to update its water control plan every five years.

The District is located in the southeastern section of Palm Beach County and generally bounded by the Hillsboro Canal to the south, Okeechobee Boulevard to the north, Water Conservation Area No. 1 to the west and I-95 and E-4 Canal to the east.

Section 298.225 of the Florida Statutes states that each water control plan must contain specific information concerning district boundaries, facilities, water quality and daily operations. The following sections are required:

1. A narrative description of the statutory responsibilities and powers of the district
2. A map delineating the legal boundary of the district
3. A narrative description of land use within the district and all existing district facilities and their purpose and function, and a map depicting their locations
4. A narrative sufficient to describe each facility's capacity for the management and storage of surface waters and potable water supply
5. A description of any environmental or water quality programs that the district has implemented or plans to implement

6. A map and narrative description of any area outside the district's legal boundary for which the District provides services
7. Detailed descriptions of facilities and services the district plans to provide within five years
8. A description of the administrative structure of the district

## Section 2 – Plan Requirements

### 1. Description of Statutory Responsibilities and Powers of the District

The Lake Worth Drainage District (District) was first created on June 15, 1915, under Chapter 6458 of the 1913 General Drainage Laws of Florida. Currently, the District operates as an independent special district under Florida Statute Chapter 2009-258 and under Florida Statutes Chapters 189 and 298, and amendments thereto. The District was created for the purposes of reclaiming, draining, and irrigating the lands within its boundary; providing water control and water supply; protecting the lands within its boundary from the effects of water by means of the construction and maintenance of canals, ditches, levees, dikes, pumping stations and other works; and providing improvements for the purpose of making the area habitable for both settlement and agriculture.

### 2. Legal Boundaries of the District

A location map of the District is shown in Figure 1. The legal boundary of the District is shown in Figure 2 and covers approximately 200 square miles.

### 3. Description of Land Use and Facilities within the District

#### Land Use

Within the District there are 14 general purpose governments: Palm Beach County, City of Atlantis, City of Boca Raton, City of Boynton Beach, City of Delray Beach, City of Greenacres, Village of Golf, Town of Haverhill, Town of Lake Clarke Shores, City of Lake Worth, Village of Palm Springs, Village of Royal Palm Beach, Village of Wellington, and City of West Palm Beach. Information provided by Palm Beach County indicates 15 land uses. Table 1 provides a summary of the land uses within the District's boundary.

**Table 1**  
**Summary of Land Uses within the District\***

<b>Existing Land Use</b>	<b>Acres</b>	<b>Percentage</b>
Agriculture	10,248	8.02%
Civic - Institutional	2,263	1.77%
Commercial	6,007	4.70%
Congregate Living	368	0.29%
Conservation	3,247	2.54%
Districts	5,962	4.67%
Education	3,367	2.63%
Government	1,450	1.13%
Industrial	1,780	1.39%
Mining-Excavation	65	0.05%
Mixed Use	28	0.02%
Recreational - Open Space	24,818	19.42%
Residential Mobile Home	1,687	1.32%
Residential Multi-Family	15,486	12.12%
Residential Single Family	46,499	36.38%
Right-of-Way	119	0.09%
Transportation	297	0.23%
Utility	843	0.66%
Vacant	2,970	2.32%
Water	301	0.24%
<b>Total</b>	<b>127,810</b>	

\*Source – Palm Beach County Land Use Data

Stormwater Management Facilities - General

The District canal system is a grid configuration comprised of east/west lateral canals (L-1 through L-50) at approximately one-half mile intervals from south of Okeechobee Boulevard to north of the Hillsboro Canal, and six north/south equalizing canals E-1W, E-1 (east side of State Road 7), E-2W (west side of the Turnpike), E-2E (east side of the Turnpike), E-3 (west of Military Trail) and E-4 (generally west of I-95). The canal network is shown in Figure 2.

The District operates and maintains 17 major control structures that discharge into the South Florida Water Management District (SFWMD) C-51, C-16, C-15 and Hillsboro Canals.

Information on the 17 major control structures is presented in Table 2. The locations of these 17 major control structures are shown in Figures 4, 5, 6 and 7.

The District installed a SCADA (Supervisory Control & Data Acquisition) system at eleven (11) major water control structures (1, 2, 3, 4, 6, 8, 11, 12, 17W, 19 & 20) in 2018 & 2019. In 2023, the District installed SCADA at Control Structure #9 in conjunction with a major refurbishment of the structure. This telemetry system transmits real-time data and automates the operation of flood control gates in response to canal water elevations. The District has also installed 35 remote water level monitors throughout the canal system. The District is continuing to expand its SCADA network and remote monitoring sites as needs are identified.

The District canal system provides the conveyance for discharging excess runoff into SFWMD canals. During normal operations, the District's major control structures are closed, with the emergency overflow elevation set at various elevations. Prior to and during a major rainfall event, District staff monitors canal stages and operates control structures to release water. The intent is to release enough water to prevent flooding, without draining too much water to tide. Optimum water levels are necessary to maintain the area's water table and recharge the area's wellfields.

During the dry season, the District operates pumps to bring water into its system from SFWMD canals and Water Conservation Area No. 1 to assist in maintaining optimum water levels. However, under drought conditions, water levels in the canals may fall below the optimum elevations.

The District administers a permit program that requires adjacent landowners to control their discharges into the District's canal system. Both water quantity control and quality treatment is required of the discharges.

**Table 2**  
**Lake Worth Drainage District Major Control Structures**

<b>SFWMD Basin</b>	<b>Control Structure No.</b>	<b>District Canal</b>	<b>Description of Water Control Facility</b>	<b>Description of Water Supply Facilities</b>
C-51	2	E-1	2-12' wide by 7.3' high automated radial gates with attached weir plates at elevation 15.9' NGVD, invert elevation 8.0' NGVD, maintained elevation 16.0' NGVD (SCADA)	43,035 gpm
C-51	4	E-2	2-12' wide by 7.5' high automated radial gates invert elevation 8.5' NGVD, maintained elevation 13.0' NGVD (SCADA)	39,234 gpm
C-51	6	E-3	3-12' wide by 6.5' high, two automated and one manual radial gates invert elevation 6.5', maintained elevation 13.0' NGVD (SCADA)	_____
C-16	5	E-2E	2-4' wide by 3.2' high manual gates, invert elevation 13.0' NGVD, maintained elevation 16.0' NGVD	_____
C-16	8	L-14	2-12' wide by 5.7' high automated radial gates invert elevation 7.5' NGVD, maintained elevation 13.0' NGVD (SCADA)	_____
C-16	9	CSW	2-12' wide by 11.5' high automated radial gates invert elevation 4.5' NGVD, maintained elevation 16.0' NGVD (SCADA)	20,527 gpm (North) 19,864 gpm (South)
C-15	11	L-30	3-12' wide by 7.9' high, two automated, and one manual radial gates invert elevation 8.0' NGVD, maintained elevation 16.0' NGVD (SCADA)	42,154 gpm
C-15	12	L-38	3-12' wide by 9.0' high, two automated, and one manual radial gate with attached weir plates at elevation 15.9' NGVD, invert elevation 6.5' NGVD, maintained elevation 16.0' NGVD (SCADA)	22,670 gpm
Hillsboro	1	L-30W	2-6' wide by 7.0' high manual sluice gates, invert elevation 10.0 NGVD, maintained elevation at 16.0' NGVD (SCADA)	23,486 gpm (North) 25,003 gpm (South)
Hillsboro	3	L-36½W	2-5' wide by 4.0' high manual vertical lift gates, invert elevation 13.0' NGVD, maintained elevation 16.0' NGVD (SCADA)	24,951 gpm (North) 22,511 gpm (South)
Hillsboro	14	E-1	1-111.75' long weir crest at elevation 13.0' NGVD, 1-6' wide by 7' high manual radial gate at invert elevation 6.0' NGVD, maintained elevation 13.0' NGVD	_____

Hillsboro	16	E-3	2-14' wide by 6' high Amil gates and 1-12' wide by 6' high manual radial gate. All 3 gates at invert elevation 3.89' NGVD, maintained elevation 9.3' NGVD	_____
Hillsboro	17E	E-2E	2-6' wide by 11.6' high manually operated slide gates, invert elevation 4.0' NGVD, maintained elevation 9.3' NGVD	City of Boca Raton Pump (25,000 +/- gpm)
Hillsboro	17N	E-2E	2-4' wide by 3.2' high manually operated slide gates, invert elevation 13.0' NGVD, maintained elevation 16.0' NGVD	_____
Hillsboro	17W	E-2W	2-12' wide by 8.5' high automated radial gates, invert elevation 7.5' NGVD, maintained elevation 16.0' NGVD (SCADA)	25,669 gpm
Hillsboro	19	E-1	2-14' wide by 5.3' high automated radial gates with attached weir plates at elevation 15.9' NGVD, invert elevation 10.0' NGVD, maintained elevation 16.0' NGVD (SCADA)	_____
Hillsboro	20	E-1WS	3-5' wide by 5' high manually operated slide gates, invert elevation 8.0' NGVD, maintained elevation 13.0' NGVD (SCADA)	_____

**4. Stormwater Management Basins and Capacities**

The District is comprised of four major drainage basins (which are each part of four South Florida Water Management District Drainage Basins of the same name), as shown in Figure 3. For each of these basins, the District has compiled an inventory of the canal system and assessed the capacity of the drainage system. Information on the design discharges and the engineering drawings for the canals can be obtained from the District files.

C-51 Basin

The District's C-51 Basin is depicted in Figure 4 and consists generally of the area south of Okeechobee Boulevard to Lake Worth Road and west of I-95 to State Road No. 7. The C-51 Basin also includes areas west of State Road No. 7 from Okeechobee Boulevard to south of Boynton Beach Boulevard. The total drainage area within the District's C-51 Basin is approximately 65 square miles.

Drainage of the District C-51 Basin is generally accomplished by a system of west/east lateral canals (L-1 to L-12) and by six north/south equalizing canals (E-1, E-2, E-2W, E-2E, E-3 and E-4). The SFWMD C-51 Canal serves as the major collector of flow for this basin. Runoff is conveyed from the interior network of laterals to the equalizing canals. The equalizing canal discharge from the south and north into the C-51 Canal, which flows east to the Lake Worth Lagoon.

Three major control structures are located on the E-1, E-2 and E-3 canals south of the C-51 Canal/Southern Boulevard. Control Structure No. 2 on the E-1 Canal was relocated and replaced in 1989 with two automated radial gates to maintain water levels south of the structure at approximately 16.0 feet, NGVD. Control Structure No. 4 on the E-2 Canal was replaced in 1991 and consists of two automated radial gates to regulate and maintain water levels south of the structure at approximately 13.0 feet, NGVD. Control Structure No. 6 on the E-3 Canal was replaced in 1994 and consists of three automated radial gates to control upstream stages at elevation 13.0 feet, NGVD. All three structures are equipped with water level sensors to monitor upstream and downstream stages.

Stages within the C-51 Canal are controlled by SFWMD. To improve the hydraulic capacity of the C-51 Canal, SFWMD has completed channel improvements. The SFWMD Control Structure S-155 is located on the C-51 Canal east of Dixie Highway. This structure is a reinforced concrete spillway with discharges controlled by three 25 feet wide x 7.5 feet high vertical lift gates. The operation of the gates is automated with manual backup. Automatic gate controls were designed to maintain an optimum headwater elevation of 8.5 feet, NGVD. SFWMD has installed a basin divide structure just west of State Road No. 7, within the C-51 Canal identified as the S-155A.

The capacity of the District C-51 Basin canal system (with the exception of the L-2 Canal east of Military Trail) is approximately 5.8 inches of rainfall within a 24-hour period. This corresponds to a rainfall frequency of one in three years, or on average, a 33.3 percent chance of occurring in any given year.

### C-16 Basin

The C-16 Basin is depicted on Figure 5 and consists generally of the area south of Boynton Beach Boulevard to Lake Worth Road and east of State Road No. 7 to I-95. The total drainage area within the District's C-16 Basin is approximately 65 square miles.

Drainage of the District's C-16 Basin is accomplished by a system of west/east lateral canals (L-13 to L-24) and by five north/south equalizing canals (E-1, E-2W, E-2E, E-3 and E-4). This system of canals is shown on Figure 5 and includes the C. Stanley Weaver Canal and the L-14 Canal which, along with the E-4 Canal serve as the major collectors of flow for this basin. Runoff is conveyed from the interior network of canals and laterals to either the C. Stanley Weaver Canal or the L-14 Canal. Flow from the L-14 Canal discharges to the E-4 Canal, which is partially a natural channel within Lake Osborne. The C. Stanley Weaver Canal and the E-4 Canal discharge into the Intracoastal Waterway via the C-16 Canal, which is an eastern extension of the C. Stanley Weaver Canal.

Within the C-16 Basin, there are three major water control structures located on the E-2E Canal, the L-14 Canal and the C. Stanley Weaver Canal. Control Structure No. 5 is located on the E-2E Canal south of Lantana Road. The existing structure consists of two 4' wide by 3.2' high gates constructed in 1995 to maintain water levels south of the structure at approximately 16.0 feet, NGVD. Control Structure No. 8 is located on the L-14 Canal between Military Trail and Congress Avenue. The existing structure consists of two automated radial gates constructed in 1993 to maintain water levels west of the structure at approximately 13.0 feet NGVD. Control Structure No. 9 is located on the C. Stanley Weaver Canal on the west side of Lawrence Road and consists of two automated radial gates to maintain water levels west of the structure at approximately 16.0 feet, NGVD. Downstream of Control Structure No. 9 east of Federal Highway, is the SFWMD Control Structure S-41. This structure consists of two automated 25 feet wide x 8.4 feet high gates to maintain water levels between 7.8 feet and 8.5 feet NGVD.

The capacity of the District's C-16 Basin canal system, as evaluated in 1991, was determined to be approximately 9.5 inches of rainfall within a 24-hour period. This corresponds to a rainfall frequency of one in ten years, or on average, a ten percent chance of occurring in any given year.

### C-15 Basin

The C-15 Basin is depicted on Figure 6 and consists generally of the area south of Boynton Beach Boulevard to Yamato Road and west of I-95 to State Road No. 7. The total drainage area within the District's C-15 Basin is approximately 55 square miles.

Drainage of the District's C-15 Basin is accomplished by a system of west/east lateral canals (L-25 to L-42) and by five south/north equalizing canals (E-1, E-2W, E-2E, E-3 and E-4). Laterals L-30 and L-38 and the equalizing canal E-4 serve as the major collectors of flow for this basin. Runoff is conveyed from the interior network of canals to either the L-30 or L-38 Canal. Flow from the L-30 Canal is to the E-4 Canal, which is partially a natural channel and runs through Lake Ida. The E-4 and L-38 Canals discharge into the Intracoastal Waterway via the C-15 Canal, which is an eastern extension of the L-38 Canal.

Within the C-15 Basin, the two major water control structures are located on the L-30 and L-38 Canals. Control Structure No. 12 is located on the L-38 Canal west of Military Trail. This structure consists of three automated radial gates to maintain water levels west of the structure at approximately 16.0 feet NGVD. Downstream of this structure, east of Federal Highway, is the SFWMD Control Structure S-40. This structure consists of two automated gates to maintain water levels between 7.8 feet and 8.5 feet, NGVD. Control Structure No. 11 is located on the L-30 Canal east of the E-3 Canal and, like Control Structure No. 12, consists of three automated radial gates to maintain water levels west of the structure at approximately 16.0 feet, NGVD. Control Structure No. 15 (a minor water divide control structure) is located on the E-4 Canal at Congress Avenue. This structure consists of one vertical gate manually controlled to maintain water levels north of the structure at approximately 8.5 feet NGVD.

The capacity of the District C-15 Basin canal system, as evaluated in 1989, was determined to be approximately 10.5 inches of rainfall within a 24-hour period. This corresponds to a rainfall frequency of one in ten years, or on average, a 10 percent chance of occurring in any given year.

### Hillsboro Basin

The Hillsboro Basin is depicted on Figure 7 and consists generally of the area south of Yamato Road to the Hillsboro Canal and west of Federal Highway to State Road No. 7. The District's Hillsboro Basin also includes an area west of State Road No. 7 from the L-30W Canal to the Hillsboro Canal. The total drainage area within the District's Hillsboro Basin is approximately 60 square miles.

Drainage of the Hillsboro Basin is generally accomplished by a system of lateral east/west canals (L-42 to L-50) and by six south/north equalizing canals (E-1W, E-1, E-2W, E-2E, E-3 and E-4). This system of canals is shown on Figure 7. The equalizing canals serve as the major collectors of flow for this basin. Runoff is conveyed from the interior network of laterals to the equalizing canals. The equalizing canals convey discharge to the Hillsboro Canal which discharges to the Intracoastal Waterway.

Within the Hillsboro Basin, the nine major control structures are located on the E-1, E-2W, E-2E, E-3, L-30W, L-36½W and E-1W-S Canals north of the Hillsboro Canal. Control Structure 19 is located on the E-1 Canal north of Glades Road. This structure consists of two automated radial gates to maintain water levels north of the structure at approximately 16.0 feet, NGVD. Control Structure No. 14 is also located on the E-1 Canal, downstream of Control Structure No. 19, immediately north of the Hillsboro Canal and consists of a weir and manually operated radial gate to maintain water levels north of the structure at approximately 13.0 feet, NGVD. Control Structure No. 17W is located on the E-2W Canal immediately north of the Hillsboro Canal and consists of two automated radial gates to maintain stages north of the structure at approximately 16.0 feet NGVD. Control Structures No. 17E and No. 17N are located on the E-2E Canal immediately north of the Hillsboro Canal and South of Glades Road, respectively.

Control Structure No. 17E consists of two manually operated slide gates to maintain water levels north of the structure at approximately 9.3 feet NGVD. Control Structure No. 17N consists of two manually operated slide gates to maintain water levels north of the structure at approximately 16.0 feet NGVD. Control Structure No. 16 is located on the E-3 Canal immediately north of the Hillsboro Canal and consists of one manually operated radial gate and two Amil gates to maintain water levels north of the structure (to Yamato Road) at approximately 9.3 feet, NGVD. Control Structures No. 1, No. 3 and No. 20 are located west of State Road 7 along the L-30W, L-36½W and E-1W-S Canals, respectively. These structures consist of manually operated sluice gates or slide gates to maintain water levels within the E-1W-S and E-1 W-N Canals north of Control Structure No. 20 to Control Structure No. 1, at approximately 13.0 feet NGVD, and approximately 16.0 feet NGVD east of both Control Structures No. 1 and No. 3.

Stages within the Hillsboro Canal are regulated by the SFWMD G-56 Control Structure located approximately 0.75 miles west of I-95. G-56 is a lift gate structure which maintains water levels west of the structure at approximately 7.5 feet NGVD. A City of Boca Raton Control Structure exists on the E-4 Canal north of Glades Road to maintain water levels north of the structure at approximately 4.3 feet NGVD.

The capacity of the Hillsboro Basin canal system was determined to be approximately 10.5 inches of rainfall within a 24-hour period. This corresponds to a rainfall frequency of one in ten years, or on average, a ten percent chance of occurring in any given year.

## **5. Environmental and Water Quality Programs**

The District conducts a number of programs both structural and nonstructural to improve the water quality of its discharges. These include the following:

- A. Canal cleaning and mowing of the canal banks for approximately 511 miles of canals

- B. Canal stabilization program for erosion and sedimentation control
- C. An aquatic weed control program consistent with the Florida Department of Agriculture and Consumer Services herbicide application requirements
- D. Mechanical harvesting program to remove vegetation from the canals
- E. Regularly scheduled maintenance for all 17 major water control structures and all minor water control structures
- F. Public education programs for homeowners and civic groups on various water resource topics

## **6. Areas Served Outside the District's Boundary**

The District provides drainage services outside its legal boundary on a contractual basis through service agreements to eleven (11) parcels. These areas include:

1. Wellington Medical Arts District (State Road 7 & Forest Hill Boulevard, Wellington)
2. Selig Enterprises, Inc. (W. Palmetto Park Road, Boca Raton)
3. Cumberland Farms (State Road 7 & Sandalfoot Boulevard, west of Boca Raton)
4. Alta Delray Station (Depot Ave., North of Atlantic Ave & West of I-95, Delray Beach)
5. BRRH Corporation (Glades Road & NW 13<sup>th</sup> Street, Boca Raton)
6. Acme Improvement District K-Park Site (State Road 7 & Stribling Way, Wellington)
7. Petroleum Realty - Valero (W. Palmetto Park Road, Boca Raton)
8. Palm Beach State College (6<sup>th</sup> Avenue South & Congress Avenue, west of Lake Worth)
9. Kireland West Glades Road, LLC /Boca Surgery Center (W. Glades Road, Boca Raton)
10. 1277 W Palmetto Park LLC (W. Palmetto Park Road, Boca Raton)
11. Selig Enterprises Inc – Palmetto Park Square I & II (W. Palmetto Park Road, Boca Raton)

Each of these areas, except for the Wellington Medical Arts District and Acme Improvement District K-Park Site, have been annexed into the District's service area but have not yet been codified into the District's legal boundary. Figure 8 shows the District's legal boundary and the service agreement areas outside the boundary for which the District provides services.

In addition, due to the geographic layout of the existing water control and conveyance system some areas outside the legal boundaries of the District have historically received drainage services from the District but are currently not subject to annual assessment. Figure 10 shows these areas, which are located in the southeast portion of the District. These areas should be annexed into the District's jurisdictional boundaries to provide for the equitable distribution of flood control and canal maintenance costs among all landowners that benefit from drainage to District canals.

## **7. Five-Year Improvement Plan**

Since 2019, the District has completed the following priority capital improvement projects:

- Completed Phase I of the Canal Rehabilitation Program, clearing 180 miles of trees and vegetation on canal rights-of-way.
- Refurbishment of three major Water Control Structures - Nos. 9, 19 & 20.
- Replacement of culvert at E-2W-S & Hillsboro Canal.
- Campus facility improvements (hardening and refurbishment of existing facilities).

The District has a priority plan for capital improvements to be initiated and/or completed over the next five years. The improvements include, but are not limited to:

- Completion of a system-wide hydrologic modeling effort - a comprehensive update to the District's Interbasin Study last updated in May 1996.
- Refurbishment of Control Structures No. 1 & 14.
- Refurbishment of secondary Water Control Structures.
- Continuation of the Canal Rehabilitation Program – Phase II (Maintenance Restoration Projects) – restoration of canal banks and cross sections, including encroachment removal, to restore maintenance banks.
- Replacement of LWDD E-2W Canal culvert crossings.

**8. Administrative Structure**

The District is governed by a five-member Board of Supervisors (Board), with each supervisor holding office for a three-year term. The terms of office are staggered. If there is a vacancy on the Board, the remaining Board fills the vacancy by appointment, until the next annual election. The Board meets on the first Wednesday after the 10th day of each month for the purposes of conducting the business of the District. A meeting of the landowners of the District is held on the first Wednesday after the third of January for the purposes of electing supervisors to the Board, hearing requests of the landowners, and hearing any matters upon which the District may request the advice of landowners. Ownership of land within the District entitles the landowner to one vote per acre or portion thereof. The current Board of Supervisors is:

Name	First Year Elected	Current Term Ends	Sub-District
James M. Alderman	2003	2025	1
Stephen Bedner	2015	2026	2
Jeffrey P. Phipps, Sr.	2014	2027	3
Carrie P. Hill	2022	2026	4
John I. Whitworth, III	1990	2027	5

The District’s headquarters and maintenance complex is located on the west side of Military Trail approximately one mile north of Lake Ida Road, west of Delray Beach, in unincorporated Palm Beach County. The address is 13081 South Military Trail, Delray Beach, Florida 33484. The telephone number is (561) 498-5363, the email address is info@lwdd.net and the website is www.lwdd.net. Administrative offices as well as maintenance equipment storage facilities are located on this 12.8-acre parcel. The current District management team is:

Name	Position
Tommy B. Strowd, P.E.	Executive Director & District Engineer
Reagan Walker	Assistant Executive Director
Anthony LasCasas, P.E.	Director of Operations & Maintenance
Brian Tilles, P.E.	Director of Right-of-Way Regulation
Karen Hoyt, CPA	Director of Finance & Administration / CFO