

This Instrument was Prepared by:
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3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT entered into this ____ day of _____, 2025, by and between the **City of Pembroke Pines, a Florida municipal corporation** (hereinafter the "CITY"), and the **DMJ Funeral Properties, LLC., a Florida limited liability company** (hereinafter the "COMPANY").

In consideration of the mutual covenants and conditions contained in this Encroachment Agreement, and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties hereby agree as follows:

1. Pursuant to a motion duly adopted at its meeting of _____, the City Commission of the CITY authorized the proper CITY officials to enter into this Encroachment Agreement.

2. The CITY owns the real property that is directly adjacent to and behind the COMPANY's property and runs as an alley between Pines Boulevard and SW 64th Way (the "PROPERTY"), which is more particularly described as follows:

That certain 20 foot wide alley lying between tract "b" and block 37 of boulevard heights section 10 plat according to the plat thereof as recorded in plat book 51, page 15 of public records of Broward County, Florida more particularly described as follows:

Begin at the northernmost northeast corner of said tract "b":

Thence along the easterly extension of the south right-of-way line of pines blvd, north 90°00'00" east 70.00 feet to a point of cusp with a 25.00 foot radius tangent curve concave to the southeast; thence southwesterly along said curve also being the northeasterly boundary of said 20 feet alley, through a central angle of 90°33'43" an arc distance of 39.52 feet to a point of tangency;

Thence along the easterly boundary of said 20 feet alley, south 0°33'43" east 113.37 feet to a point of curvature of a 47.00 foot radius curve concave to the northwest;

Thence southwesterly along said curve also being the southeasterly boundary of said 20 feet alley, through a central angle of 85°05'23" an arc distance of 69.80 feet to a point of tangency;

Thence along the southerly boundary of said 20 feet alley, south 84°31'40" west 305.20 feet to a point of curvature of a 25.00 foot radius curve concave to the southeast; thence southwesterly along said curve also being the southwesterly boundary of said 20 feet through a central angle of 85°04'42" an arc distance of 37.12 feet to a point of tangency;

Thence along the east right-of-way line of sw 64th way, north 0°33'02" west 70.26 feet to a point of cusp with a 25.00 foot radius tangent curve concave to the northeast; thence southeasterly along said curve also being the northwesterly boundary of said 20 feet alley, through a central angle of 94°55'18" an arc distance of 41.42 feet to a point of tangency;

Thence along the northerly boundary of said 20 feet alley north 84°31'40" east 299.18 feet to a point of curvature of a 27.00 foot radius curve concave to the northwest; thence northeasterly along said curve also being the northwesterly boundary of said 20 feet alley through a central angle of 85°05'23" an arc distance of 40.10 feet to a point of tangency;

Thence along the westerly boundary of said 20 feet alley north 0°33'43" west 114.06 feet to a point of curvature of a 25.00 foot radius curve concave to the southwest; thence northwesterly along said curve also being the northwesterly boundary of said 20 feet alley, through a central angle of 89°26'17" an arc distance of 39.02 feet to the point of beginning

Said lands situate, lying, and being in the City of Pembroke Pines, Broward County, Florida and containing 10960 square feet (0.252 acres) more or less.

3. The COMPANY wishes to remove an existing, damaged, concrete fence and install a new fence that will encroach onto the PROPERTY, as further described In **Exhibit "A"**, attached hereto (the "ENCROACHMENT").

4. The City Commission finds that the COMPANY's plan to remove the damaged fence and install a new fence furthers the public health and safety as well as the security in the neighborhood, and serves a municipal and public purpose under Chapter 166, Florida Statutes.

5. The City Commission, on behalf of the CITY, hereby grants the COMPANY permission for the ENCROACHMENT to exist on the Property in compliance with the terms as provided herein. The COMPANY acknowledges that it and its successors and/or assigns shall bear all costs associated with removal of the ENCROACHMENT in the roadway, if removal is required as set forth herein.

6. Further, the COMPANY agrees that no additional installations will be made except as set forth herein, and the ENCROACHMENT shall be in compliance with all applicable laws, rules or regulations of the City of Pembroke Pines or any other applicable government agency.

7. The COMPANY, for itself, its successors and/or assigns, also agrees to indemnify and hold the CITY harmless from any and all liability incurred now or in the future as a result of any claim, injury, death or property damage, directly or indirectly resulting due to the existence of, or the failure to maintain the ENCROACHMENT or any part of it. Any property damage to the ENCROACHMENT as a result of the CITY's performance of maintenance work shall be the sole responsibility of the COMPANY and not the CITY.

8. It is understood that this Encroachment Agreement is granted to the COMPANY for its sole benefit and as a special exception to the policy of the CITY and that this Encroachment Agreement shall be construed most strictly in favor of CITY and against the COMPANY.

9. This Encroachment Agreement may be canceled by the CITY upon thirty (30) days written notice if it is determined by the CITY that; 1) there exists a material risk to the public safety arising from the ENCROACHMENT, or if the COMPANY fails to observe any requirement or covenant of this Encroachment Agreement; 2) it is determined by the CITY that the ENCROACHMENT must be modified; or 3) the COMPANY failed to obtain all required approvals and permits from all applicable governmental agencies, relative to the ENCROACHMENT. All such removals provided herein shall be at COMPANY's sole cost and expense. If the COMPANY fails to remove all or any part of such ENCROACHMENT within thirty (30) days after written demand by the CITY to do so, the COMPANY agrees to allow the CITY access to the ENCROACHMENT and the CITY is authorized to remove the ENCROACHMENT or any portion of it, and all costs associated with the removal shall be borne and paid for by COMPANY, which may be enforced through any available legal remedy and shall include court costs and reasonable attorneys' fees.

10. The COMPANY agrees that the ENCROACHMENT described in **Exhibit A** shall not be expanded, the only expansion permitted being to comply with all applicable laws, rules or regulations.

11. This Encroachment Agreement shall not be effective until it has been executed by all parties and recorded in the Public Records of Broward County, Florida, at COMPANY's expense. The COMPANY further agrees to pay the CITY'S legal fees incurred in the preparation of this Encroachment Agreement upon execution.

12. The provisions of this Encroachment Agreement are covenants running with the land affecting the PROPERTY, and are binding upon the COMPANY and their respective successors and/or assigns.

13. This Encroachment Agreement shall be of no force and effect if not properly executed by all parties within thirty (30) days from the date first appearing above, unless the parties by mutual agreement in writing shall, for good cause, extend the time for execution.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

CITY OF PEMBROKE PINES

By: _____
ANGELO CASTILLO, MAYOR

(CORPORATE SEAL)

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization on this ____ day of _____, 2025, by Angelo Castillo, **as Mayor of the City of Pembroke Pines**, on behalf of the CITY, who is ____ personally known to me or ____ has produced a Florida Driver's License as identification.

Notary Public, State of Florida

WITNESSES:

DMJ FUNERAL PROPERTIES, LLC:

Mary Battu

Cathy C. Harrison

G. David Lowery

Samantha Ware

Tiffany Panciera

By: Tiffany Panciera

Cathy C. Harrison

G. DAVID LOWERY

Samantha Ware

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
_____ online notarization this 9th day of Sep., 2025 by Tiffany A. Panceria as
_____ of the **COMPANY**, who is ☒ personally known to me or _____ has produced a
Florida Driver's License as identification.

Mary Battle
Notary Public, State of Florida

