

IN THE CIRCUIT COURT OF THE
17TH JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

CITY OF POMPANO BEACH, a
Florida municipal corporation,

CASE NO. CACE 18-014996 (11)

Plaintiff/Counter-Defendant,
vs.

SALVATORE D'ANDREA, and
CECILIA G. D'ANDREA, HUSBAND
AND WIFE; et al.

Defendants/Counter-Plaintiffs,

vs.

CYNTHIA MARTINS and
RICHARD MARTINS,

Third Party Defendants.

SETTLEMENT AGREEMENT AND
RELEASE OF UNSAFE STRUCTURE LIEN AND COSTS

This Settlement Agreement and Release of Unsafe Structure Lien and Costs ("Settlement") is entered into this 9 day of August, 2022 by and between Salvatore D'Andrea and Cecilia G. D'Andrea (collectively, "D'Andrea") whose address is 2824 50th Street, Woodside, New York 11377 and the City of Pompano Beach ("City"), a Florida municipal corporation located at 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

WHEREAS, on June 21, 2018, the City filed a Complaint for Foreclosure of Unsafe Structure Lien (the "Complaint") in the above styled foreclosure action against D'Andrea and the single-family rental property they own located at 5248 NE 20th Avenue, Pompano Beach, Florida 33064 (the "Property" more particularly described in Exhibit "A" attached hereto and made a part hereof);

WHEREAS, the Complaint sought to foreclose the City's lien arising from Unsafe Structure Case 17-08000585 and the costs incurred by the City as reflected in the City's lien and the Affidavits recorded thereafter;

WHEREAS, the Court entered an Order granting Final Summary Judgment in favor of the City finding that the City is entitled to foreclose its municipal lien and that the total amount due to the City as of December 17, 2021 is \$267,713.58 with additional interest due thereon per annum at the rate described by Chapter 55.03, Florida Statutes, with the Court reserving jurisdiction to

award the City its reasonable fees and costs incurred in connection with the litigation. The Court further granted the Plaintiff's Motion for Summary Judgment on the counterclaims filed by D'Andrea;

WHEREAS, the City filed its Motion for an Award of Attorneys' Fees and Costs on May 26, 2022 requesting an award of fees and costs in excess of \$65,000.00 and the hearing on said Motion is scheduled for August 11, 2021;

WHEREAS, the City and D'Andrea have agreed to settle and completely resolve all of their outstanding differences, disputes and claims, asserted or unasserted, known or unknown in the subject foreclosure action for a sum in full settlement of the City's claims, including the amount due to the City pursuant to the Order granting Final Summary Judgment including the City's entitlement to reasonable attorneys' fees and costs; and

WHEREAS, subject to approval of this Settlement by the City Commission of Pompano Beach, the parties have agreed to settle and resolve completely and finally all outstanding differences, disputes and claims asserted in the subject litigation as well as any appeals and petitions for review to an appellate court, if any.

NOW, THEREFORE, in consideration of the above recitals and the promises and agreements contained in this Settlement and other good and valuable consideration, the City and D'Andrea agree to the terms and conditions set forth below.

1. **Terms of Settlement.** The parties agree to all of the Settlement terms listed below.
 - a. D'Andrea shall pay the City the Settlement Sum of Three Hundred Thirty-Eight Thousand Six Hundred Fifty-Two dollars and 15/100 (\$338,652.15) (the "Settlement Sum") payable to the City within thirty (30) days after the City ratifies and approves the Settlement.
 - b. Within ten (10) business days of the full execution of this Agreement and payment in full of the Settlement Sum, the City shall execute and record in the Public Records of Broward County, the Release attached hereto as **Exhibit "B"** releasing in full any monies owed as a result of Unsafe Structure Case 17-08000585.
 - c. Within ten (10) business days of the full execution of this Agreement and payment in full of the Settlement Sum, the parties shall take all actions necessary to cause all claims in the pending foreclosure action to be dismissed with prejudice by filing with the Court the Joint Stipulation for Dismissal with Prejudice attached as **Exhibit "C"**.
 - d. The case shall remain pending until such time as D'Andreas have fully complied with the terms hereof and full payment of the settlement sum is received by the City.

- e. Upon full execution of the Agreement by D'Andrea, the City will cancel its hearing on the Motion for Fees and Costs and advise the Court of this settlement.
2. **Default.** In the event D'Andrea defaults under the terms of this Agreement and does not make payment of the Settlement Sum within the thirty (30) day period as required herein, the City will provide written notice to the D'Andreas giving the D'Andreas fifteen (15) days to cure the Default before submission of the Final Judgment to the Court. In the event the Default is not cured, the City shall have the right to submit to the Court an agreed order awarding fees and costs in favor of the City in the form attached hereto as **Exhibit "D."** Additionally, the D'Andreas consent to the entry of a Final Judgment of Foreclosure for all sums due to Plaintiff pursuant to the terms of the order granting Final Summary Judgment and the agreed order awarding fees and costs to the City with a foreclosure sale date to be scheduled in the Final Judgment of Foreclosure. The D'Andreas waive any and all defenses to the entry of the Final Judgment of Foreclosure and do hereby consent to the entry of the Final Judgment of Foreclosure in the form attached hereto as **Exhibit "E."** The City shall be entitled to the entry of the agreed order awarding attorney's fees and costs and the Final Judgment of Foreclosure upon filing an Affidavit of Default with the Court setting forth that the D'Andreas are in default of the terms of this Agreement by failing to pay the Settlement Sum due hereunder with a copy of the Affidavit provided to D'Andreas counsel. No further hearings shall be required prior to the entry of the agreed order awarding attorneys' fees and costs or the Final Judgment of Foreclosure.
3. **Voluntary Agreement and Consultation with Counsel.** The parties represent and acknowledge that (a) they have read this Settlement; (b) they have made such investigation of the matters pertaining to this Settlement as they deem necessary and find the terms of this Settlement to be satisfactory; (c) they understand all of the terms of this Settlement; (d) they execute this Settlement freely, voluntarily and without coercion, with full knowledge of its significance and the legal consequences thereof; and (e) they have been represented by counsel and have had an adequate opportunity to review and consider the terms of this Settlement.
4. **General Release.** Upon payment in full of all sums due hereunder, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City does voluntarily release D'Andrea from any claims or liens that it has against D'Andrea through the date of this Settlement with respect to the litigation. This General Release does not, however, include any breach of the promises, covenants, conditions or representations contained in this Settlement.
5. **General Release.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, D'Andrea does voluntarily fully release the City from any claims against the City through the date of this Settlement with respect to the litigation whether or not such claim was asserted or unasserted. This General Release does not, however, include any breach of the promises, covenants, conditions or representations contained in this Settlement.

6. **Authority.** Both parties expressly covenant, represent and warrants they have the authority to enter into this Settlement and that each person signing on behalf of D'Andrea and the City have all of the requisite power to bind that person(s) and public body, respectively.
7. **Governing Law.** This Settlement shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to the conflict of law rules thereof and shall not be more strictly construed against one party than against the other by virtue of the fact that it may have been physically prepared by one party or its attorney.
8. **Severability.** Whenever possible, each provision of this Settlement shall be interpreted in **such** a manner as to be valid under applicable law, but if any provision of this Settlement shall be judged invalid or prohibited thereunder, such invalidity or prohibition shall be construed as if such invalidity or prohibited provision had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this Settlement.
9. **Notices.** All notices required or permitted hereunder shall be in writing and shall be sent via email, **regular** U.S. mail or other recognized delivery service and addressed as follows:

As to City

City Manager
P. O. Drawer 1300
Pompano Beach, Florida 33061
Telephone: 954-786-4601

With a copy to:

City Attorney
P.O. Box 2083
Pompano Beach, Florida 33061
Telephone: 954-786-4614

Stephen J. Simmons, Esquire
Mombach, Boyle, Hardin & Simmons, P.A.
100 NE Third Avenue, Suite 1000
Fort Lauderdale, FL 33301
Telephone: 954-467-2200

As to D'Andrea:

Christian Diaz, Esquire
The Law Firm of Diaz & Associates, P.A.
9370 Sunset Drive, Suite A110
Miami, Florida 33173
Telephone: 305.598.1800

With a copy to:

Salvatore D'Andrea and Cecilia G. D'Andrea
2824 50th Street
Woodside, New York 11377

10. **Counterparts.** This Settlement may be executed in counterparts, each of which shall be **deemed** an original, but all of which taken together shall constitute one and the same instrument. Facsimile signature pages shall be acceptable in the absence of original signature pages.
11. **Complete Agreement.** This Settlement contains the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Settlement. All negotiations, understandings, conversations, and communications are merged into this Settlement and have no force and effect other than as expressed in the text of this Agreement.
12. **No Oral Modifications.** No alterations, modifications, supplements, changes, amendments, waivers, or termination of this Settlement shall be valid unless in writing and executed by all of the parties. No waiver of any of the provisions of this Settlement shall constitute a waiver of any other provisions. Each party warrants that it has not relied on any promises or representations outside of this Settlement.
13. **Successors and Assigns.** This Settlement shall be binding upon and inure to the benefit of the successors and assigns of the parties.
14. **Further Assurances.** Each of the parties shall execute and deliver any and all additional papers, documents, and other assurances, and shall take such additional actions as may be necessary to carry out the parties' intent under this Settlement.
15. **Expenses.** Each party shall bear all of its own costs and expenses incurred or to be incurred by it in connection with, related to or arising out of the litigation and in negotiating and preparing this Settlement.
16. **No Precedent.** It is understood and agreed by all parties hereto that this Settlement is executed based on the particular circumstances of this case and does not establish a precedent for the resolution of other cases.
17. **Non-Assignability.** This Settlement is not assignable and both parties agree they shall not sell, assign, transfer, merge or otherwise convey any of their respective interests, rights, or obligations under it, in whole or in part, to any other person, corporation or entity.
18. **Non-Assignment of Claims.** Each party represents and warrants that no other person or entity has or has had any interest in the claims, demands, or obligations or causes of action referred to in this Settlement, except as otherwise set forth herein, and that it has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to herein.
19. **Default.** In the event of a default of any of the covenants and conditions set forth herein, any provision as to release of the defaulting party is null and void.

20. **Survival of Provisions.** All covenants, warranties and representations contained in this Settlement and all documents to be delivered by the parties in connection with the consummation of the transactions contained herein, shall survive the consummation of said transactions.

IN WITNESS WHEREOF, the parties hereto have caused this Settlement Agreement and Release of Unsafe Structure Lien and Costs to be executed the day and year hereinabove written.

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

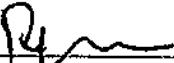
Attest:

_____ (SEAL)
ASCELETA HAMMOND, CITY CLERK

APPROVED AS TO FORM:

_____ MARK E. BERMAN, CITY ATTORNEY

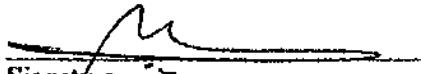
Witnesses:


Signature

Jennifer Rivera
Print Name

"D'ANDREA


SALVATORE D'ANDREA


Signature

A. El Tahan
Print Name

STATE OF New York
COUNTY OF Queens

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization this 9 day of August, 2022 by **SALVATORE D'ANDREA** who is personally known to me or has produced NY DL 998462489 (type of identification) as identification.

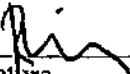
NOTARY'S SEAL:


NOTARY PUBLIC, STATE OF FLORIDA

Miryam YEPES 
Name of Acknowledger Type: Notary Public, State of New York
No. 01YE6319054
Qualified in Queens County
Commission Expires Feb. 09, 2027
Commission Number 01YE6319054

7

Witnesses:


Signature
Yanifer Rivera
Print Name


CECILIA G. D'ANDREA


Signature
A. E. T. Tolson.
Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization this 9 day of August, 2022 by CECILIA G. D'ANDREA who is personally known to me or has produced NY DL 990 418248 (type of identification) as identification.

NOTARY'S SEAL:


NOTARY PUBLIC, STATE OF FLORIDA

MIRYAM YEPES
Notary Public, State of New York
No. 01YE6319054
Qualified in Queens County
Commission Expires Feb. 09, 2023

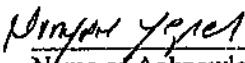

Name of Acknowledger Typed, Printed or Stamped
01YE6319054
Commission Number

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 3, Block 17, POMPANO BEACH HIGHLANDS 2ND SECTION according to the plat thereof, as recorded in Plat Book 36, Page 21, of the Public Records of Broward County, Florida; Said lands situate, lying and being in Broward County, Florida.

A/K/A: 5248 NE 20th Avenue, Pompano Beach, Florida 33064

Parcel ID Number: 4843 07 04 0370

EXHIBIT "B"
RELEASE OF LIEN AND COSTS

PREPARED BY:

Fawn Powers, Assistant City Attorney
City of Pompano Beach
P. O. Box 2083
Pompano Beach, Florida 33060

RETURN TO:

Lien Research
City of Pompano Beach
100 West Atlantic Blvd., Suite 360
Pompano Beach, Florida 33060

REF: Unsafe Structure Case No. 17-08000585

RELEASE OF LIEN AND COSTS

This is to certify the lien arising from Unsafe Structure Case No. 17-08000585 recorded as Instrument No. 114501367 in the Public Records of Broward County, Florida, including all attendant interest, costs and legal fees, is hereby released in full against the real property described below.

FOLIO #: 484307040370

PROPERTY ADDRESS: 5248 NE 20 AVENUE, POMPANO BEACH, FL 33062

LEGAL DESCRIPTION: POMPANO BEACH HIGHLANDS 2ND SEC 36-21 B LOT 3 BLK 17

PROPERTY OWNER: SALVATORE D'ANDREA & CELIA G. D'ANDREA

DONE AND ORDERED this _____ day of August, 2022

CITY OF POMPANO BEACH, FLORIDA

By: _____

Michael Rada, Building Official

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 2022, by Michael Rada as the Building Official for the City of Pompano Beach, a Florida municipal corporation, on behalf of the corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA
Signature of Notary Taking Acknowledgement

Name of Acknowledger Typed, Printed/ Stamped

Commission Number

EXHIBIT "C"
JOINT STIPULATION FOR DISMISSAL WITH PREJUDICE

IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

CITY OF POMPANO BEACH, a
Florida municipal corporation,

CASE NO. CACE 18-014996 (11)

Plaintiff,
vs.

SALVATORE D'ANDREA, and
CECILIA G. D'ANDREA, HUSBAND
AND WIFE; et al.

Defendants/Counter-Plaintiffs',

vs.

CYNTHIA MARTINS and
RICHARD MARTINS,

Third Party Defendants'.

/

JOINT STIPULATION FOR DISMISSAL WITH PREJUDICE

This Joint Stipulation for Dismissal with Prejudice is entered into by and between the Plaintiff, City of Pompano Beach, a Florida municipal corporation ("Plaintiff") and the Defendants, Salvatore D'Andrea and Cecilia G. D'Andrea, husband and wife ("Defendants"), who stipulate as follows:

1. Plaintiff and the Defendants have entered into a Settlement Agreement and Release of Unsafe Structure Line and Costs, and as a result, stipulate to the dismissal of this action with prejudice, and agree to the entry of the Order of Dismissal Without Prejudice, attached as Exhibit A.

IN WITNESS WHEREOF, the parties hereto have executed this Joint Stipulation for Dismissal with Prejudice on the dates below written.

CITY OF POMPANO BEACH

DEFENDANT

By: _____

SALVATORE D'ANDREA

Date: _____

Date: _____

DEFENDANT

CECILIA G. D'ANDREA

Date: _____

**MARK E. BERMAN, CITY ATTORNEY,
CITY OF POMPANO BEACH**

Counsel for City of Pompano Beach
PO Box 2083
Pompano Beach, Florida 33061
Office: (954) 786-4614
Facsimile: (954) 786-4617

**MOMBACH, BOYLE, HARDIN &
SIMMONS, P.A**

Co-Counsel for City of Pompano Beach
100 Northeast Third Avenue, Suite 1000
Fort Lauderdale, Florida 33301
Office: (954) 467-2200
Facsimile: (954) 467-2210

By : _____

FAWN POWERS
Florida Bar No. 0095249
fawn.powers@copbfl.com
joann.zeno@copbfl.com

By : _____

STEPHEN J. SIMMONS
Florida Bar No. 664375
ssimmons@mbhlawyer.com
daurand@mbhlawyer.com

Dated:

Dated:

**THE LAW FIRM OF DIAZ &
ASSOCIATES, P.A.**

*Attorney for Defendant/Counter-
Plaintiffs/Third Party Defendants*
9370 Sunset Drive, Suite A110
Miami, Florida 33173
Office: (305) 598-1800
Facsimile: (305) 487-8745

PAUL G. FINIZIO, P.A.

*Attorney for Defendant/Counter-
Plaintiffs/Third Party Defendants*
106 SE 9 Street
Fort Lauderdale, FL 33316
Office: (954) 767-6000
Facsimile: (954) 524-3664

By : _____

CHRISTIAN S. DIAZ
Florida Bar No. 518131
cdiaz@diazlawnow.com
service@diazlawnow.com
seanf@diazlawnow.com

Dated:

By : _____

PAUL G. FINIZIO
Florida Bar No. 435082
pleadings@finiziolaw.com
paul@finiziolaw.com
yvonne@finiziolaw.com
elizabeth@finiziolaw.com

Dated:

EXHIBIT A

IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

CITY OF POMPANO BEACH, a
Florida municipal corporation,

CASE NO. CACE 18-014996 (11)

Plaintiff,
vs.

SALVATORE D'ANDREA, and
CECILIA G. D'ANDREA, HUSBAND
AND WIFE; et al.

Defendants/Counter-Plaintiffs',

vs.

CYNTHIA MARTINS and
RICHARD MARTINS,

Third Party Defendants'.

**ORDER GRANTING JOINT STIPULATION FOR
DISMISSAL WITH PREJUDICE**

THIS CAUSE, having come before the Court on the Joint Stipulation for Dismissal
Without Prejudice, and the Court, having reviewed the Stipulation, and being otherwise fully
advised in the premises, does hereby

ORDER AND ADJUDGE as follows:

1. This cause is hereby DISMISSED WITH PREJUDICE.

DONE and ORDERED in Chambers in Fort Lauderdale, Broward County, Florida this

____ day of _____, 2022.

HONORABLE BARBARA MCCARTHY
CIRCUIT COURT JUDGE

Copies furnished:
All parties

EXHIBIT "D"
AGREED ORDER AWARDING FEES AND COSTS

IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

CITY OF POMPANO BEACH, a
Florida municipal corporation,

CASE NO. CACE 18-014996 (11)

Plaintiff,
vs.

SALVATORE D'ANDREA, and
CECILIA G. D'ANDREA, HUSBAND
AND WIFE; et al.

Defendants/Counter-Plaintiffs',

vs.

CYNTHIA MARTINS and
RICHARD MARTINS,

Third Party Defendants'.

/

AGREED ORDER AWARDING PLAINTIFF'S FEES AND COSTS

THIS CAUSE having come before the Court on the Plaintiff, City of Pompano Beach's Motion for Award of Attorneys' Fees and Costs, filed after the entry of the Court's Order granting Final Summary Judgment in favor of Plaintiff, and the Court having reviewed the Motion, having been advised that the parties are in agreement to the entry of this Agreed Order, having reviewed the pleadings on file, and being otherwise fully advised in the premises is hereby

ORDERED AND ADJUDGED that Plaintiff's Motion for Award of Attorney's Fees and Costs is hereby GRANTED. There being no objection to the attorney's fees and costs Plaintiff seeks, the Court finds them to be reasonable.

WHEREUPON, it is Ordered and Adjudged that the Plaintiff, City of Pompano Beach, shall be award attorney's fees in the amount of \$61,316.50 and costs in the amount of \$3,502.07 for a total sum of \$64,818.57.

This amount shall be included in any final judgment of foreclosure entered subsequent hereto pursuant to this Court's Order granting Final Summary Judgment in favor of Plaintiff dated April 28, 2022.

DONE and ORDERED in Chambers in Fort Lauderdale, Broward County, Florida this _____ day of _____, 2022.

HONORABLE BARBARA MCCARTHY
CIRCUIT COURT JUDGE

Copies furnished:
All parties

EXHIBIT "E"
FINAL JUDGMENT OF FORECLOSURE

IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

CITY OF POMPANO BEACH, a
Florida municipal corporation,

CASE NO. CACE 18-014996 (11)

Plaintiff,
vs.

SALVATORE D'ANDREA, and
CECILIA G. D'ANDREA, HUSBAND
AND WIFE; et al.

Defendants/Counter-Plaintiffs,

vs.

CYNTHIA MARTINS and
RICHARD MARTINS,

Third Party Defendants.

/

SUMMARY JUDGMENT OF FORECLOSURE

THIS MATTER having come before the Court pursuant to the Settlement Agreement between the Plaintiff, City of Pompano Beach and the Defendants, Salvatore D'Andrea and Cecilia G. D'Andrea, husband and wife, and the Court, having reviewed the Plaintiff's Affidavit of Default, having reviewed the pleadings on file, and being otherwise fully advised in the premises is hereby

ORDERED AND ADJUDGED as follows:

1. Final Summary Judgment in favor of the Plaintiff, City of Pompano Beach, is hereby entered against the Defendants, Salvatore D'Andrea and Cecilia G. D'Andrea, husband and wife.

2. **Amounts Due.** The following amounts established by this Court's Order Granting Final Summary Judgment and the parties' Settlement Agreement, for which let execution issue:

Principal sum due	\$267,713.58
Interest	Intentionally Left Blank
Plaintiff's Reasonable Attorney's Fees	\$61,316.50
Plaintiff's Costs	\$3,502.07
TOTAL SUM	Intentionally Left Blank

3. The total sum referenced in Paragraph 2 shall bear interest at the statutory rate from this date forward.

4. **Lien on Property.** Plaintiff, City of Pompano Beach, whose address is: 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, holds a lien on the Property described in Exhibit "A" for the total sum specified in Paragraph 2 herein. The lien of the Plaintiff is superior in dignity to any right, title, interest or claim of the following Defendants: Salvatore D'Andrea and Cecilia G. D'Andrea, husband and wife and all persons, corporations, or other entities claiming by, through or under the Defendants or any of them, and the property will be sold free and clear of all claims of the Defendants, with the exception of any assessments that are superior pursuant to Sections 718.116 or 720.3085, Florida Statutes or the Declaration of Covenants, whichever provides the most protection for the Plaintiff from liability for past due assessment. Additionally, all liens and/or property transfers recorded after the recording of the *litis pendens* in this action are hereby foreclosed of their interest pursuant Fla. Stat. § 48.23. If the United States of America is a Defendant in this action, then pursuant to 28 U.S.C. § 2410(c), it shall have a period of 120 days from the date of sale to redeem the subject property.

5. **Sale of Property.** If the total sum with interest at the rate described in paragraph 3 and all costs accrued subsequent to this judgment are not paid, the Clerk of Circuit Court shall sell the subject property at public sale on _____ to the highest bidder for cash, except as prescribed in Paragraph 6, on the Internet in accordance with Florida Statutes at

www.broward.realforeclosure.com after having first given notice as required by section 45.031, Florida Statutes. Plaintiff must arrange for publication of notice of sale in accordance with chapters 45 and 702, Florida Statutes. The Plaintiff must file the original Notice of Sale and Affidavit of Proof of Publication with the Clerk no later than 24 hours prior to the sale.

Plaintiff or Plaintiff's attorney may also cancel or reschedule the sale by filing a motion with the Court in accordance with Florida Rules of Civil Procedure, Form 1.996(b) and may seek to reschedule the sale to a later date.

6. Costs. Plaintiff shall advance all subsequent required costs of this action. Except for the fee to the Clerk as provided in §45.035, Florida Statutes, and publishing costs supported by an affidavit, reimbursement or credit for such costs shall be by court order based upon a written motion and adjudication at a hearing with notice. If a third party bidder is the purchaser, the third party bidder must pay the documentary stamps attached to the certificate of title in addition to the bid.

7. Plaintiff's Additional Expenses. If the Plaintiff incurs additional expenses subsequent to the entry of this final judgment but prior to the sale date specified in paragraph 5, Plaintiff may, by written motion served on all parties and adjudication at a hearing with notice, seek to amend this final judgment to include said additional expenses.

8. Distribution of Proceeds. On the filing of the Certificate of Title, the Clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of the Plaintiff's costs; second, documentary stamps affixed to the Certificate, unless the property is purchased by a third party bidder; third, Plaintiff's attorneys' fees; fourth, the total sum due to the Plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 3 from this date to the date of the sale; and by retaining any remaining amount pending further Order of this Court.

9. **Right of Redemption/Right of Possession.** On filing of the Certificate of Sale, Defendant(s) and all persons claiming under or against Defendant(s) since the filing of the Notice of Lis Pendens shall be foreclosed of all estate or claim in the property except as to claims or rights under chapter 718 or chapter 720, Florida Statutes, if any. On filing of the Certificate of Sale, Defendant(s)' right of redemption as provided by section 45.0315, Florida Statutes shall be terminated. On filing of the Certificate of Title, the person named on the Certificate of Title shall be let into possession of the property.

10. **IMPORTANT INFORMATION PROVIDED** pursuant to section 45.031, Florida Statutes:

IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THIS FINAL JUDGMENT.

IF YOU ARE A SUBORDINATE LIEN HOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

If the property has qualified for the homestead tax exemption in the most recent approved tax roll, also include the following two paragraphs:

IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED.

PLEASE CHECK WITH THE BROWARD CLERK OF CIRCUIT COURT AT 201 S.E. 6TH STREET FORT LAUDERDALE, FL 33301, (954) 831-6565 WITHIN TEN (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION.

IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT A LEGAL SERVICES OFFICE, SUCH AS: BROWARD COUNTY LEGAL AID SOCIETY, 491 NORTH STATE ROAD 7, PLANTATION, FLORIDA 33317, TELEPHONE NUMBER 954-765-8950 TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST ANOTHER OPTION. IF YOU CHOOSE TO CONTACT ONE OF THESE SERVICES FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

11. Only the judgment owner will be allowed to credit bid. An assignment of the final judgment of foreclosure filed with the Clerk of the Circuit Court prior to the public sale will effectively transfer with it the right to credit bid at the sale. Court approval of the assignment of the final judgment is not required.

12. Upon issuance of the Certificate of Title, the Clerk is authorized to issue a writ of possession without further action of the Court.

13. **Order Granting Final Summary Judgment.** This Final Summary Judgment incorporates the Order Granting Final Summary Judgment in Favor of Plaintiff, City of Pompano Beach, dated April 28, 2022.

14. **Jurisdiction Retained.** The Court retains jurisdiction of this action to enter further orders that are proper, including without limitation: any action to re-foreclose any junior liens or interests that have been omitted from this Final Judgment of Foreclosure, any actions for collection or execution of any deficiency judgments against any borrowers, orders authorizing writs of possession, and to enter a deficiency judgment if Plaintiff is not limited to in rem stay relief in an active bankruptcy case and/or if borrower(s) have not been discharged in bankruptcy.

DONE and ORDERED in Chambers in Fort Lauderdale, Broward County, Florida this
____ day of _____, 2022.

HONORABLE BARBARA MCCARTHY
CIRCUIT COURT JUDGE

Copies furnished:
All parties

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 3, Block 17, POMPANO BEACH HIGHLANDS 2ND SECTION according to the plat thereof, as recorded in Plat Book 36, Page 21, of the Public Records of Broward County, Florida; Said lands situate, lying and being in Broward County, Florida.

A/K/A: 5248 NE 20th Avenue, Pompano Beach, Florida 33064

Parcel ID Number: 4843 07 04 0370



MARTY KIAR
BROWARD
 COUNTY
PROPERTY APPRAISER

EXHIBIT

B

Site Address	5248 NE 20 AVENUE, POMPANO BEACH FL 33064	ID #	4843 07 04 0370
Property Owner	D'ANDREA, SALVATORE D'ANDREA, CEILIA G	Millage	1511
Mailing Address	28-24 50 ST WOODSIDE NY 11377-7811	Use	01-01
Abbr Legal Description	POMPANO BEACH HIGHLANDS 2ND SEC 36-21 B LOT 3 BLK 17		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2022 values are considered "working values" and are subject to change.					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2022*	\$29,400	\$298,280	\$327,680	\$179,700	
2021	\$29,400	\$243,180	\$272,580	\$163,370	\$4,300.67
2020	\$29,400	\$214,330	\$243,730	\$148,520	\$3,856.42

2022* Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$327,680	\$327,680	\$327,680	\$327,680
Portability	0	0	0	0
Assessed/SOH	\$179,700	\$327,680	\$179,700	\$179,700
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$179,700	\$327,680	\$179,700	\$179,700

Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
4/24/2017	QCD-T	\$100	114398823	\$4.00	7,350	SF
7/22/2008	WD-Q	\$145,000	45721 / 353			
5/31/2006	DV*		42193 / 1602			
4/28/2006	WD	\$246,800	41944 / 450			
4/15/2005	WD	\$200,000	39565 / 1880	Adj. Bldg. S.F. (Card, Sketch)	1159	
* Denotes Multi-Parcel Sale (See Deed)				Units/Beds/Baths	1/2/	
				Eff./Act. Year Built: 1973/1956		

Special Assessments									
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc	
15									
R									
1									