



COPPER PIPE PINHOLE LEAKS LOAN PROGRAM



LOAN PROGRAM APPLICATION

Date: _____

Property Owner's Last Name: _____ Property Owner's First Name: _____

Property Co-Owner's Last Name: _____ Property Co-Owner's First Name: _____

Property Address: _____

Mailing Address: _____

Daytime Telephone #: _____ Evening Telephone #: _____

Mobile Number #: _____ E-Mail Address: _____

Please attach 3 quotes for estimating the work to be completed.

Should you have questions, please contact Aaron Williams at 954-883-5821, email: adwilliams@miramarfl.gov

Selected Contractor's Name: _____

Selected Contractor's Daytime Telephone # _____

To be included with initial application:

- ___ (1) City of Miramar (Copper Pipe) Infrastructure Improvements Program Application
- ___ (2) Property Owner(s) State ID
- ___ (3) Copy of Property Owner's most recent Property Tax Bill
- ___ (4) Homeowner Insurance policy showing repair coverage/deductible and/or denial of claim.
- ___ (5) Copy of current-recent Utility/Water Bill
- ___ (6) Written quotes from three [3] different contractors showing estimates of the same work.
Lowest quote will be chosen. Estimates must include parts, labor, and permit fees.
- ___ (7) Copy of active Contractor's License
- ___ (8) Copy of active Contractor's Business Tax Receipt(s) & W9

Once application is approved:

- ___ (9) Approval Letter from the City of Miramar Utilities Department
- ___ (10) A signed contract between property owner(s) and the selected contractor
- ___ (11) Copy of required approved Permits (City of Miramar Plumbing Permit)
- ___ (12) A Notice of Commencement must be recorded and posted on the job site before the first inspection

Once work is completed:

- ___ (13) Final Inspection from City of Miramar Building Division
- ___ (14) Contractor's Final Release of Lien(s)
- ___ (15) Voucher/Authorization for Payment to Contractor
- ___ (16) A certificate of lien and/or a mortgage recorded shall be on the property to secure the repayment of the loan
- ___ (17) Official Loan closing with Financial Services Team



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CERTIFICATE OF LIEN

This certificate is for the property located at _____ Folio#: _____ (the "Property").

By signing this certificate, the owner, its successors and assigns of the above-described property (the "Owner") acknowledges and agrees as follows:

- (1) The Owner is vested with fee simple title of record to the Property.
- (2) The repair of the copper piping and new pipe replacement (the "Improvements"), will provide a benefit to the owner property.
- (3) The total cost of the Improvements required to serve the Property is \$_____ (the "Project Cost").
- (4) The terms and conditions of the City of Miramar Loan Program, including but not limited to, (a) repayment of the Project Costs, (b) the repayment term of ___ (___) years, (c) the annual percentage rate of ___ (___) percent, (d) the prepayment requirements, and (e) and computation of the annual charges, are fair and reasonable in relation to the special benefits to be provided to the Property by construction of the Renovations/Improvements.
- (5) Billing will commence 30 days after the loan proceeds are distributed on the owner's monthly water bill. Late fees of 10% will be applied to delinquent balances. Delinquent accounts are also subject to disconnection.
- (6) Upon sale of the Property, the loan must be paid in full.
- (7) The City is hereby authorized to record this certificate of lien and it is understood that the lien will only be released when the loan has been paid in full.

THIS CERTIFICATE SHALL BE RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. THE ACKNOWLEDGMENTS CONTAINED HEREIN SHALL RUN WITH THE PROPERTY AND SHALL BE BINDING ON THE OWNER AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING TITLE SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS ACKNOWLEDGMENT TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE SUCH PERSONS SHALL BE STOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY, AND ENFORCEABILITY OF THIS ACKNOWLEDGMENT OR THE ASSESSMENTS.

Property Owner's Name (printed)	(signature)	Date
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Property Co-Owner's Name (printed)	(signature)	Date
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STATE OF FLORIDA, COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ this day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Name: _____

Notary Public

My Commission Expires: _____

Commission No.: _____



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SECOND MORTGAGE AGREEMENT

LEGAL DESCRIPTION. FOLIO

In consideration of a deferred payment loan or benefit given by the City of Miramar, a municipal corporation organized and existing under the laws of the State of Florida ("CITY"), in connection with the COPPER PIPE INFRASTRUCTURE PROGRAM for the purpose of ASSIST IN THE REPAIRS OF SAID PROPERTY, with regards to the above-described property, without interest, as specified on the Promissory Note, attached hereto and incorporated herein as Exhibit "A", so long as OWNER does not sell, convey, lease or otherwise dispose of the real property within five (5) years of the execution of this Agreement, OWNER agrees as follows:

1. A lien against the Property is hereby established in favor of the CITY, for a term of five (5) years from the date of execution of this Agreement, to provide security for the amount set forth in the Promissory Note, which becomes payable by the OWNER or the OWNER'S estate, personal representatives, heirs or devisees. The lien on OWNER'S Property shall be discharged on the date following the five (5) year anniversary of the execution of this Agreement ("Discharge Date").
2. The OWNER shall abide by all the stipulations, agreements, conditions, and covenants of this Agreement, and shall duly pay all taxes, all insurance premiums reasonably required, and keep the Property in preserved and good condition.
3. City funds are used to ASSIST IN THE REPAIRS OF SAID PROPERTY. Therefore, OWNER must live in the dwelling on the Property for at least five (5) years from the date of execution of this Agreement. Leasing the above-described property is not permitted.
4. RECAPTURE PROVISION. If OWNER breaches this Agreement by selling, conveying, leasing, abandoning or otherwise disposing of the Property during the five (5) year period, the loan shall become immediately due and payable, in full, to the CITY.
5. Subordination of Mortgage. This Second Mortgage is expressly made subject and subordinate to the terms and conditions specified in that certain Mortgage from Borrower to the First Lender, dated _____, recorded in Official Records Book _____ and Page _____ in the Public Records Office of County, Florida (the "First Mortgage") securing that certain note having an original principal face amount of \$ _____ dollars, dated _____ (the "First Note") made by Borrower payable to _____ (the "First Lender").
6. The CITY consents to any agreement or arrangement in which the First Lender waives, postpones, extends, reduces or modifies any provisions of the First Note and the First Mortgage, including any provision requiring the payment of money. If any provision of the Promissory Note or the Second Mortgage Agreement conflicts with any provisions of the First Note or the First Mortgage, the terms and provisions of the First Note and the First Mortgage shall govern.
7. Should the OWNER fail to fully comply with the terms, conditions and obligations set forth in this Agreement, then the lien established by the Agreement may be foreclosed in the same manner as provided by law for foreclosure of a mortgage, and in addition, the terms, conditions, and obligations herein may be enforced by any other action, in law or equity, at the option of the CITY.
8. After the Discharge Date, OWNER may sell, convey, lease or otherwise dispose of the Property free and clear of any encumbrance or lien in favor of CITY in connection with the COPPER PIPE INFRASTRUCTURE PROGRAM.
9. In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision in this Agreement or in any collateral agreement restricting the use of the Property or restricting the Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors and assigns (other than the Borrower or related entity or person to the Borrower) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions.
10. All costs, including reasonable attorney's fees, which may be incurred by the CITY for the collection of any amounts which may become due the CITY hereunder or which may be incurred by the CITY in the enforcement of the Agreement, conditions, and obligations set forth herein, whether suit is brought forth or not, shall be assessed against and be the obligation of the OWNER.
11. In the event that the sole OWNER should die, or upon the death of the survivor of JOINT OWNERS, the obligations created herein shall be binding upon the Estate, personal representatives, heirs, or devisees of the deceased OWNER.
12. The use of the word OWNER in this Agreement shall apply to the plural as well as the singular.
13. Venue of any action relating to this Second Mortgage Agreement shall be in Broward County, Florida, and this Agreement shall be governed by the laws of the State of Florida.



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SECOND MORTGAGE AGREEMENT (CONT.)

ATTEST:

Witness

Witness

ATTEST:

Witness

Witness

OWNER

Print Name

Signature (before Notary)

This ____ day of _____, 20__

OWNER

Print Name

Signature (before Notary)

This ____ day of _____, 20__

COPPER PIPE INFRASTRUCTURE PROGRAM:

NOT TO EXCEED \$10,000.00

STATE OF FLORIDA)

) ss:

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__
by _____ who is/are personally known to me or who produced
_____ as identification.

WITNESS my hand this ____ day of _____, 20__.

My Commission expires:

Notary Public

State of Florida at Large



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CONTRACTOR'S FINAL RELEASE OF LIEN(S)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of _____ (\$ _____) paid by the City of Miramar, Florida, receipt of which is hereby acknowledged, I do hereby release and quitclaim to the PROPERTY OWNER, its successors or assigns, all liens, lien rights, claims or demands of any kind whatsoever which _____ (general contractor, subcontractor, materialman, or other person furnishing labor or materials now has or might have against the property, and/or improvements, on account of labor performed, material furnished, and/or for any incidental expense for the repairs of the residence located at _____). Further, I warrant that I have not and will not assign any claim for payment nor right to perfect a lien against said property, and that I have the right to execute this waiver and release of liens.

IN WITNESS WHEREOF _____ have (has) hereunto set _____ hand and seal _____ this _____ day of _____, 20____, A.D.

WITNESS:

SEAL:

SWORN AND SUBSCRIBED TO BEFORE ME this _____ day of _____, 20____, A.D.

Notary Public

My Commission expires:



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CITY OF MIRAMAR VOUCHER/AUTHORIZATION FOR PAYMENT TO CONTRACTOR

Project Name: _____

Property Address: _____

Folio Number: _____

Property Owner's Last Name: _____ Property Owner's First Name: _____

Property Co-Owner's Last Name: _____ Property Co-Owner's First Name: _____

Project Scope:

Original Bid Quotes shall include the following:

Permit fees, replacing copper pipes at property, site restoration to match existing materials, protection of utilities system as necessary. Contractor is responsible for determining the location and length of the copper pipes, location and length of proposed water service line and location of city installed service lateral.

Contractor's Name: _____

Contractors Address: _____

- | | |
|--|----------|
| 1. Bid quote of contract work (100% of work completed) | \$ _____ |
| 2. Cost of any approved change orders | \$ _____ |
| 3. Total amount of payment | \$ _____ |

Basis of Change Order: _____

*Cost of any change order must be approved by the City of Miramar.

NOTE: Please attach the Contractor's Final Release of Lien(s) for payment.

I /We the Property Owner(s) of the above listed property am/are satisfied with the work performed by the contractor and authorize the City of Miramar to pay the above named contractor for the work performed on my/our behalf.

Property Owner's Name (printed) _____ (signature) _____ Date _____

Property Co-Owner's Name (printed) _____ (signature) _____ Date _____

If there is a dollar (\$) amount in line #2 above, then the contractor's signature as well as the approving city official's signature are required below.

Contractor's Signature: _____ Date: _____

Approving City of Miramar Official's Signature: _____ Date: _____



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