

**EXHIBIT E**

**PROJECT-SPECIFIC PROVISIONS AND SPECIAL CONDITIONS**

**1. Funding Programs**

(As referenced in Section 1 of Exhibit A to this Agreement.) Sponsor was awarded grant funding under the following Funding Programs in the following amounts:

<b>FUNDING PROGRAM</b>	<b>AMOUNT</b>
[INSERT PROGRAM NAME]	\$XXX,XXX.00
[INSERT PROGRAM NAME]	\$XXX,XXX.00
<b>TOTAL</b>	<b>\$XXX,XXX.00</b>

Notwithstanding any other provision of this Agreement, the Sponsor must satisfy all conditions for disbursement before the Department is obligated to disburse any Grant funds, and Grant funds which have not been disbursed by the liquidation date of June 30, 2026, shall be disencumbered.

**2. Project-Specific Provisions**

The following are project specific terms and conditions were referenced in prior exhibits and shall inform the references made to the project specific information not contained in those prior exhibits.

**Provision A-1** (As referenced in Section 4.A. and 5.A. of Exhibit A to this Agreement)

[INSERT DESCRIPTION OF CIP]

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**Provision A-2** (As referenced in Section 4.E. and 5.B. of Exhibit A to this Agreement)

[INSERT QIP UNIT MIX]

<b>Location of Housing Development (APN, address, parcel map, specific plan, or similar reference) City and County</b>		<b>{Cut This Table and Insert Recipient's Table Here}</b>	
<b>Enter the number of units by bedroom size and income level.</b>			
<b># of Bedrooms</b>	<b># of Units</b>	<b>IIG Restricted</b>	<b>Income Limit (% of AMI)</b>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
<b>Total</b>	_____	_____	_____
<b>Net Density (see Guidelines Sec. 200(b)(5))</b>		_____	

**Provision A-3** (As referenced in Section 4.F. and Section 7 of Exhibit A to this Agreement)

[INSERT PERFORMANCE MILESTONES]

**{Cut This Table and Insert Recipient's Table Here}**

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Performance Milestone	Infrastructure Project	Rental Housing Development(s)
Executed binding agreement between the Recipient and developer of the proposed Rental Housing Development detailing the terms and conditions of the Project development.	_____	_____
Site Control of Rental Housing Development site(s) by proposed housing developer.	_____	_____
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	_____	_____
Obtaining all necessary and discretionary public land use approvals.	_____	_____
Obtaining all enforceable funding commitments for the Rental Housing Development supported by the Infrastructure Project.	_____	_____
Obtaining all enforceable funding commitments for all construction period financing.	_____	_____
Obtaining enforceable commitments for all construction/permanent financing described in the Sources and Uses (as defined in Exhibit B to this Agreement) including substantially final construction/permanent loan documents, and Tax Credit syndication documents for remaining phases of Project.	_____	_____
Submission of Final Construction Drawings and Specifications to the appropriate local building department or permitting authority.	_____	_____
Commencement of construction.	_____	_____
Construction complete and the filing of the Certificate of occupancy	_____	_____

Multifamily Super NOFA

NOFA Date: 03/30/22 as amended 06/10/22

Approved Date: 04/12/2023

Prep Date: XX/XX/XXXX

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**Provision A-4** (As referenced in Section 8 of Exhibit A to this Agreement)

[INSERT DEPARTMENT'S CONTRACT COORDINATOR]

**Provision A-5** (As referenced in Section 9 of Exhibit A to this Agreement)

[INSERT RECIPIENT'S CONTRACT COORDINATOR]

Recipient:	Insert Contact Info Here
Authorized Representative Name:	Insert Contact Info Here
Authorized Representative Title:	Insert Contact Info Here
Address:	Insert Contact Info Here
Phone No.:	Insert Contact Info Here
Email Address:	Insert Contact Info Here

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**Provision B-1** (As referenced in Section 2 of Exhibit B to this Agreement)

[INSERT PROJECT BUDGET]

<b>INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES</b>				
<b>PROJECT NAME</b>		<b>APPLICANT(s)</b>		
<b>ESTIMATED CAPITAL IMPROVEMENT PROJECT COSTS</b>		<b>DEVELOPMENT COSTS BY FUNDING SOURCE</b>		
<b>DEVELOPMENT COSTS</b>				
<b>Costs Category</b>	<b>Total Amount</b>	<b>Infill Grant Program</b>		
<b>PROJECT ACTIVITY (Hard Cost)</b>				
<b>Total Project Activity Costs</b>	\$_____	\$_____	\$_____	\$_____
<b>SOFT COST AND OTHER PROJECT RELATED COSTS</b>				
<b>Total Soft Cost and Other Project Related Costs</b>	\$_____	\$_____	\$_____	\$_____
<b>TOTAL PROJECTED CIP COSTS</b>	\$_____	\$_____	\$_____	\$_____

**Provision B-2** (as referenced in Section 4.A. of Exhibit B to this Agreement)

Pursuant to the Super NOFA at section D(2)(c)(ii), the “Disbursement Deadline,” as that term is used and referenced throughout the Agreement is June 30, 2026. Recipient must its final disbursement request(s) no later than March 31, 2026.

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**Provision D-1** (as referenced in Section 33 of Exhibit D to this Agreement)

The signage required by Section 33 of Exhibit D to this Agreement must contain the following information:

[REDACTED]

**PROJECT NAME: «Project\_Name»**

THIS PROJECT HAS BEEN MADE POSSIBLE  
BY FINANCING FROM THE  
INFILL INFRASTRUCTURE GRANT PROGRAM  
THROUGH THE CALIFORNIA DEPARTMENT  
OF HOUSING AND COMMUNITY DEVELOPMENT

**3. Special Conditions**

The following Special Conditions are applicable to this Agreement and shall control notwithstanding anything to the contrary in other Exhibits to this Agreement.

**A. Payee(s)**

The Authorized Payee(s) is/are as specified below:

[INSERT NAME OF PAYEE]	\$XXX,XXX.00
[INSERT NAME OF PAYEE]	\$XXX,XXX.00
<b>TOTAL</b>	<b>\$XXX,XXX.00</b>

**B. Recipient Experience** (As referenced in Section 44 of Exhibit D to this Agreement):

- 1) [INSERT NAME OF ENTITY] is the Recipient who garnered the experience points at the application stage, or whose experience and capacity was used to meet the requirements of Section 201(b) and 201(c) of the Guidelines (hereafter for purposes only of Section 2.B. of this Exhibit E, the “Experienced Recipient”).

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2) **[FOR USE WITH JOINT VENTURE APPLICANTS OR CO-APPLICANTS WHERE ONE APPLICANT RELIED ON THE EXPERIENCE OF THEIR CO-APPLICANT UNDER GUIDELINES SECTION 201(b)(4); DELETE IF INAPPLICABLE]** [INSERT NAME OF ENTITY]

(for purposes of this section only, the “Co-Applicant”) applied for Program funding with the Experienced Recipient and relied upon the Experienced Recipient to meet the experience requirements of Section 201(b) of the Guidelines. The Experienced Recipient shall, for at least seven (7) consecutive years from the date of full occupancy of the Rental Housing Development, maintain a controlling interest in the Rental Housing Development, either directly or through a special purpose entity, and shall be responsible for performing substantial management duties required under Section 201(b)(4)(C) of the Guidelines. Recipients shall submit for the Department’s review and approval, the partnership agreement or other organizational documents, contracts, or instruments, executed by Recipients which govern ownership, management, and operation of the Rental Housing Development, which must do all of the following:

- a) Require the Co-Applicant to complete the training described in Section 201(b)(4)(D)(i) of the Guidelines;
- b) Ensure the Co-Applicant and Experienced Recipient share equally in all developer fees, distributions, and net sales proceeds, generated in connection with the Rental Housing Development as required by Section 201(b)(4)(D)(ii) of the Guidelines; and,
- c) Provide the Co-Applicant with an option to purchase the Rental Housing Development as required by Section 201(b)(4)(D)(iii).

**C. [FOR USE WITH SUPER NOFA AWARDS WHICH INCLUDE BOTH LOAN AND GRANT AWARDS] Other Departmental Funding**

Concurrently with the grant funding made the subject of this Agreement, the Department also awarded Recipient loan funding from the following Department programs in connection with the Rental Housing Development Project pursuant to that certain Multifamily Finance Super NOFA Loan Standard Agreement (22-MFSN-\_\_\_\_\_[INSERT CONTRACT NUMBER FOR LOANS]) (the “Loan SA”), under which \_\_\_\_\_[INSERT NAME OF ULTIMATE BORROWER FROM LOAN SA] will be the ultimate borrower:

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**[DELETE FROM THE FOLLOWING LIST ANY PROGRAMS THAT WERE NOT AWARDED]**

- 1) Multifamily Housing Program permanent loan funding in an original principal amount not to exceed \$ \_\_\_\_\_; and,
- 2) Veterans Housing and Homelessness Prevention Program permanent loan funding in an original principal amount not to exceed \$ \_\_\_\_\_; and,
- 3) Joe Serna, Jr. Farmworker Housing Grant Program construction/ permanent loan funding in an original principal amount not to exceed \$ \_\_\_\_\_.

Upon the close of such Loan(s), Recipient and/or the Ultimate Borrower, as applicable, will be executing Departmental loan documentation with respect to each Loan evidencing the same, including without limitation, a promissory note, regulatory agreement and deed of trust, (the Loan SA together with all such other Loan documentation being collectively, the "Loan Documents").

With respect to the foregoing, Recipient hereby acknowledges and agrees as follows:

- 1) That as an additional condition precedent to the disbursement of the Grant funds under this Agreement, the Disbursement Agreement, and the Covenant (collectively, the "Grant Documents"), Recipient and/or the Ultimate Borrower, as applicable, must observe, comply with, and not be in breach of any of the Loan Documents to which they are a party, or be in default thereunder;
- 2) That any breach of, or event of default under, any of the Loan Documents shall be a breach and default under the Grant Documents; and,
- 3) The Loan and Grant Documents shall reflect the foregoing.