**PROJECT-SPECIFIC PROVISIONS AND SPECIAL TERMS AND CONDITIONS**

1. **PROJECT-SPECIFIC PROVISIONS**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| AMI Income Levels | Studio | 1 BD | 2 BD | 3 BD | Total |
| 30% |  |  |  |  |  |
| 40% |  |  |  |  |  |
| 45% |  |  |  |  |  |
| 50% |  |  |  |  |  |
| 55% |  |  |  |  |  |
| 60% |  |  |  |  |  |
| 65% |  |  |  |  |  |
| 70% |  |  |  |  |  |
| 75% |  |  |  |  |  |
| 80% |  |  |  |  |  |
| 100% |  |  |  |  |  |
| 105% |  |  |  |  |  |
| 110% |  |  |  |  |  |
| 115% |  |  |  |  |  |
| 120% |  |  |  |  |  |
| Manager Unit |  |  |  |  |  |
| Market Rate |  |  |  |  |  |
| Total |  |  |  |  |  |

* 1. **Award, Disbursement, and Eligible Use(s).**

Awardee received the Program Award Letter on Month Day, 2023 (the “**Award Date**”). Pursuant to that Award Letter, the Awardee is receiving Program funds in the amount of $X,XXX,XXX (the “**Award**”). Awardee will use the funds for Predevelopment and/or Development Costs of the Assisted Units. Specifically, the Awardee will apply these funds towards the following Eligible Use(s):

* + - 1. Development and implementation of a community engagement plan or lease-up strategy
      2. Construction or rehabilitation work;
      3. Offsite improvements, such as sewers, utilities and streets, directly related to, and required by the Selected Project;
      4. Onsite improvements related to the Selected Project;
      5. Architectural, appraisal, engineering, legal and other consulting costs and fees, which are directly related to the planning and execution of the Selected Project and which are incurred through third-party contracts;
      6. Development costs of a residential unit reserved for an onsite manager, childcare facilities, and after-school care and social service facilities integrally linked to, and addressing the needs of the tenants of the Assisted Units;
      7. A reasonable developer fee subject to developer fee restrictions included in awards from other Department programs;
      8. Lease-up costs;
      9. Carrying costs during construction, including insurance, construction financing fees and interest, taxes, and any other expenses necessary to hold the property while the Selected Project is under construction;
      10. Building permits and state and local fees;
      11. Capitalized operating and capitalized replacement reserves up to the amount of the initial deposit required by the Department pursuant to UMR Sections 8308(b) and 8309(b);
      12. Title insurance, recording and other related costs;
      13. Costs for items intended to ensure the completion of construction, such as contractor bond premiums;
      14. Environmental hazard reports, surveys, investigations and mitigation;
      15. Costs associated with preparing the site for construction of the Selected Project, including removal of existing improvements and site clearance; and
      16. Any other costs of new construction approved by the Department.

The award includes $X,XXX,XXX for capital expenditures. The Expenditure Deadline is set forth herein as a Milestone Completion Date.

* 1. **Project Narrative.**

*[Inset Project Narrative from Applicant Here.]*

* 1. **Scope of Work.**

*[Insert Scope of Work from Applicant Here.]*

* 1. **Awardee Contract Coordinator.**

|  |  |
| --- | --- |
| Authorized Representative Name: | Name |
| Authorized Representative Title: | Title |
| Entity Name: | Applicant Name |
| Address: | Applicant Street Address  City, CA XXXXX |
| Telephone No.: | XXX-XXX-XXXX |
| E-Mail Address: | E-Mail |

* 1. **Additional Conditions Precedent to Disbursement.**

This project has no additional conditions precedent to disbursement.

* 1. **Performance Milestones.**

| **Performance Milestones** | **Milestone Completion Date** |
| --- | --- |
| Capital funds must be fully expended. | No later than Month XX, 202X |
| Construction Close deadline for expenses incurred after date of Award Letter. | No later than Month XX, 202X |
| All Program-funded construction or rehabilitation must be completed. | No later than Month XX, 202X |
| Updated organizational chart describing Awardee’s relationship to Developer, Owner, and other relevant parties involved in the Project, to be approved by the Department. | Month XX, 202X |
| Execution of Ground Lease. | No later than Month XX, 202X |
| Completion of all necessary environmental clearances, including those required under CEQA and NEPA. | Month XX, 202X |
| Obtaining all necessary and discretionary public land use approvals. | No later than Month XX, 202X |
| Obtaining all enforceable construction funding commitments. | No later than Month XX, 202X |
| Obtaining all enforceable permanent funding commitments including substantially final permanent loan documents, and Tax Credit syndication documents. | No later than Month XX, 202X |
| Submission of Final Construction Drawings and Specifications to the appropriate building department or permitting authority. | Month XX, 202X |
| A copy of Awardee’s written nondiscrimination policy (in accordance with Exhibit D of this Agreement) must be submitted to the Department. | No later than Month XX, 202X |
| A Department-approved relocation plan (if applicable). | No later than Month XX, 202X |
| A copy of Awardee’s affirmative fair housing marketing plan. | No later than Month XX, 202X |
| A Department-approved copy of Awardee’s community engagement plan, including a commitment and strategy from the Local Government to support the Awardee with aforesaid plan and lease up strategy. | No later than Month XX, 202X |
| A Department-approved Regulatory Agreement or other use restriction must be recorded against the Selected Project real property as specified and described in this Agreement. | No later than Month XX, 202X |
| A Performance and Expenditure Report must be submitted to the Department as specified and described in the Program Guidelines. | December 31 – Once each year following the Effective Date of this Agreement |
| Earliest intended Program disbursement | No earlier than Month XX, 202X |
| Submission of documents evidencing compliance with all Department insurance requirements. | No later than Month XX, 202X |

1. **SPECIAL TERMS AND CONDITIONS**

The following Special Terms and Conditions are applicable to this project and shall control notwithstanding anything to the contrary herein:

* 1. **Use Restriction.**

The Awardee shall ensure that the project is, at or before Construction Close, duly encumbered with a 99-year covenant, declaration, Regulatory Agreement, or similar use restriction that **1)** is recorded in first position against the project; **2)** restricts the use, operation, occupancy, and affordability of the project in accordance with this Agreement and the applicable Program Requirements; **3)** duly names the Department as a third-party beneficiary with the right and privilege, but not the obligation, of enforcement thereof; and **4)** is otherwise in form and substance acceptable to the Department.

The Regulatory Agreement must be recorded against the real property of the Selected Project site by the Milestone Completion Date set forth herein. The Awardee shall obtain the Department’s express written approval of the Regulatory Agreement prior to the recordation of the same. After recordation, the Awardee shall promptly provide the Department with a conformed copy of the recorded Regulatory Agreement.

Unless otherwise authorized by the prior and express written approval of the Department, the Regulatory Agreement must be recorded as a lien against the Selected Project in first position, and must remain in first position, over all other project agreements, covenants, or other matters of record on the real property for the period of affordability required by the Program.

* 1. Awardee has committed to a 99-year use restriction for the Selected Project for 100 percent of the Assisted Units.
  2. Awardee has made the following accessibility commitments with respect to the Selected Project: at least XX percent of the Selected Project’s units must have features accessible to persons with hearing or vision disabilities.