

EXHIBIT E

PROJECT-SPECIFIC PROVISIONS AND SPECIAL CONDITIONS

1. PROJECT-SPECIFIC PROVISIONS

The following are project-specific terms and conditions (referred to as enumerated provision(s) for ease of reference in prior exhibits) and shall inform the references made to project specific information not contained in those prior exhibits.

Provision Ex. A-E.1 (As referenced in Exhibit A paragraph 2.A)

{Insert Project Description}

Provision Ex. A-E.2 (As referenced in Exhibit A paragraph 2.B)

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

Provision Ex. A-E.3 (As referenced in Exhibit A paragraph 5)

PERFORMANCE MILESTONES

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

Performance Milestone	Infrastructure Project	Housing Development(s)
------------------------------	-------------------------------	-------------------------------

EXHIBIT E

Executed binding agreement between the Recipient and developer of the proposed Housing Development detailing the terms and conditions of the Project development.	_____	_____
Site Control of 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 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	_____	_____

Provision Ex. A-E.4 (As referenced in Exhibit A paragraph 6)

Lynn Jones, Section Chief, Climate Programs
 Division of State Financial Assistance
 Department of Housing and Community Development
 P.O. Box 952054

EXHIBIT E

Sacramento, California 94252-2054

Provision Ex. A-E.5 (As referenced in Exhibit A paragraph 7)

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

Provision Ex. B-E.1 (As referenced in Exhibit B paragraph 4.A)

Pursuant to the NOFA at Section II.C.4.b, the “Disbursement Deadline,” as that term is used and referenced throughout the agreement, and in particular in Exhibit B paragraph 4.A, is June 30, 2026.

Provision Ex. B-E.2 (As referenced in Exhibit B paragraph 4.B)

This Agreement shall expire on June 30, 2030 notwithstanding a contrary date set forth on page 1 (entitled STD. 213) of this Agreement.

Provision Ex. B-E.3 (As referenced in Exhibit B paragraph 6)

The Disbursement Agreement must be executed within two (2) years from {INSERT AWARD DATE} (the date of award).

EXHIBIT E

Provision Ex. B-E.4 (As referenced in Exhibit B paragraph 1)

PROJECT BUDGET

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

Infill Infrastructure Grant Program (IIG)

NOFA: 06/16/2022

Approved Date: 05/03/2023

Prep. Date: [DATE INSERTED WHEN SA IS CREATED]

EXHIBIT E

Provision Ex. D-E.1 (As referenced in Exhibit D paragraph 28)

The signage required by Exhibit D, paragraph 28 shall contain the following information:

PROJECT NAME: «Project_Name»

THIS PROJECT HAS BEEN MADE POSSIBLE
BY FINANCING FROM THE
INFILL INFRASTRUCTURE GRANT PROGRAM OF 2019
THROUGH THE CALIFORNIA DEPARTMENT
OF HOUSING AND COMMUNITY DEVELOPMENT

2. SPECIAL CONDITIONS

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

A. Payee

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

Payee Name: {INSERT} \$00.00

B. Recipient Experience

- (i) [Insert name of entity] is the Recipient who garnered the experience points at the application stage, or whose experience was used to meet the requirements of Section 201(b) and 201(c) of the Guidelines (hereafter for purposes of this section only, the “Experienced Recipient”). The Experienced Recipient shall maintain continuing control of the Housing Development or have a controlling interest in the entity which owns the Housing Development, at construction and through the full term of the Department’s use restriction on the Housing Development, except where the Experienced Recipient applied with a Joint Venture Applicant or Co-Applicant who lacks the required experience, as contemplated by Section 201(b)(4), in which case control over the Housing Development shall be as specified in Section 201(b)(4) of the Guidelines.

EXHIBIT E

- (ii) The Experienced Recipient shall submit for the Department's review and approval, prior to execution of the Disbursement Agreement, organizational documents demonstrating that the Qualifying Applicant has control of the Housing Development which meets the requirements of Section 201 of the Guidelines and 25 CCR section 8313.2.
- (iii) **[FOR USE WITH JOINT VENTURE APPLICANTS UNDER GUIDELINES SECTION 201(b)(4)]** **[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 requirement 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 Housing Development, maintain a controlling interest in the Housing Development, either directly or through a special purpose entity, and shall be responsible for performing substantial management duties as 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 Housing Development, which must do all of the following:
- (1) require the Co-Applicant to complete the training described in Section 201(b)(4)(D)(i) of the Guidelines;
 - (2) ensure the Co-Applicant and Experienced Recipient share equally in all developer fees, distributions, and net sales proceeds, generated in connection with the Housing Development as required by Section 201(b)(4)(D)(ii) of the Guidelines; and
 - (3) provide the Co-Applicant with an option to purchase the Housing Development after the Experienced Recipient is no longer required to maintain a controlling interest should the Experienced Recipient exercise any right to transfer its interest in the Housing Development.

C. Partitioning of the Project

Recipient acknowledges that the Project as submitted and approved is the Project that is to be funded and built. Any bifurcation will make the award null and void, as the project is no longer feasible as originally submitted and approved. The Department's award of grant funds shall not be assumed or assigned.