

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 A.1 – Capital Improvement Project (As referenced in Exhibit A, Section 2.A.1)

{Insert Capital Improvement Project Description}

Provision A.2 – Housing Development(s) (As referenced in Exhibit A Section 2.A.2)

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	_____	_____	_____

ADD ADDITIONAL UNIT MIX CHART(S) FOR OTHER QIP(S)

Provision A.3 - Performance Milestones (As referenced in Exhibit A Section 5. Milestones dates must comply with section 402 of the Guidelines.)

IIG Small Jurisdiction NOFA (IIGSJN) Round 12

NOFA: 08/31/2023

Approved Date: 10/25/2023

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

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PERFORMANCE MILESTONES

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

Performance Milestone	Infrastructure Project	Qualified Infill Project
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 Notice of Completion	_____	_____
Certificate of Occupancy issued	N/A	_____

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Provision A.4 - State Contract Coordinator (As referenced in Exhibit A Section 6)

Lynn Jones, Section Chief, Climate Programs
Division of State Financial Assistance
Department of Housing and Community Development
P.O. Box 952054
Sacramento, California 94252-2054

Provision A.5 - Recipient Contract Coordinator (As referenced in Exhibit A Section 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

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Provision B.1 - Project Budget (As referenced in Exhibit B Section 1)

PROJECT BUDGET

INFRASTRUCTURE DEVELOPMENT BUDGET	
ESTIMATED PROJECT DEVELOPMENT COSTS:	\$ _____
	Infill Infrastructure Grant Amount
Project Activity Hard Costs:	\$ _____
Soft Costs and Other Project Related Costs:	\$ _____
TOTAL PROJECTED CIP COSTS:	\$ _____

Provision B.2 - Disbursement Deadline (As referenced in Exhibit B Section 4.A)

The “Disbursement Deadline,” as that term is used and referenced throughout the agreement, and in particular Section 4.A of Exhibit B to this Agreement, is June 30, 2027.

Provision B.3 - Disbursement Agreement Execution Deadline (As referenced in Exhibit B Section 6)

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

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Provision C.1 - Signage (As referenced in Exhibit D Section 33)

The signage required by Section 33 of Exhibit D to this Agreement 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. 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.