

**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)

<b>Location of Housing Development (Address, City, Zip Code, County, APN)</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>	_____	_____	_____

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

**EXHIBIT E**

**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	_____

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

Hector Leyva, 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

**EXHIBIT E**

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

**PROJECT BUDGET**

INFRASTRUCTURE DEVELOPMENT BUDGET	
<b>TOTAL CAPITAL IMPROVEMENT PROJECT DEVELOPMENT COSTS:</b>	\$ _____
	<b>Infill Infrastructure Grant Amount</b>
<b>Project Activity Hard Costs:</b>	\$ _____
<b>Soft Costs and Other Project Related Costs:</b>	\$ _____
<b>TOTAL PROJECTED CIP COSTS:</b>	\$ _____

**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, XXXX.

**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).

**EXHIBIT E**

**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.