

EXHIBIT A

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. Authority & Purpose

- A. This Standard Agreement, STD. 213 (hereinafter “Agreement”) is the result of Recipient’s application (“Application”) for funding under the Infill Infrastructure Grant Program of 2019 (“Program”) pursuant to:
- i. Part 12.5 of Division 31 of the Health and Safety Code (commencing with Section 53559);
 - ii. The Request for Concept Proposals for Infill Infrastructure Grant -Catalytic Qualifying Infill Areas dated November 30, 2022 (the “Phase I Solicitation”) issued by the State of California, Department of Housing and Community Development (“Department”); and
 - iii. The Infill Infrastructure Grant Program – Catalytic Qualifying Infill Area Program Guidelines and Notice of Funding Availability Phase II Application Solicitation dated March 15, 2023 (the “Phase II Solicitation”), as may be amended from time to time.

Subdivisions (A)(i) through (A)(iii) above, of this Exhibit A shall referred to hereafter collectively as the “Program Requirements.”

- B. In accepting this grant award, the Recipient agrees to comply with the Program Requirements and the terms and conditions of this Agreement, and the Disbursement Agreement, which is more particularly described in Exhibit B, attached hereto.
- C. Exhibit B, Exhibit C, Exhibit D, and Exhibit E are incorporated herein by this reference, and are attached hereto except for Exhibit C which may be viewed digitally as stated on page 1 of this Agreement.

2. Definitions

Capitalized terms herein shall have the meaning of the definitions set forth in the Guidelines, in addition:

Infill Infrastructure Grant Program – Catalytic Qualifying Infill Area (IIGC)

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- A. “Capital Improvement Project” means the capital improvement project which Recipient proposed to be funded in the Application and which is further described in Exhibit E under Provision A-E.1.
- B. “Catalytic Qualifying Infill Area” means the geographic area described in Recipient’s Application and within which is located the real property on which the Recipient shall develop the Project.
- C. “Covenant” means the Department’s Declaration of Restrictive Covenants for the Development and Operation of Affordable Housing to be provided by the Department, containing affordability restrictions consistent with those proposed in the Application and containing such other terms and conditions as the Department deems necessary to achieve compliance with Program Requirements and this Agreement.
- D. “Developer” means the Recipient, or an entity who is contractually obligated to the Recipient to develop and own the Housing Development(s). The Developer must have the capacity and experience to develop and own affordable housing and must have site control which complies with Section 204(d) of the Phase II Solicitation, before construction commences on any part of the Project, and through occupancy of the Housing Development(s).
- E. “Housing Development(s)” means the residential housing described in the Application to be developed and constructed by the Recipient, or other Developer, within the Catalytic Qualifying Infill Area containing the number of units and bedrooms resulting net density and depth of affordability described in Exhibit E under Provision A-E.2.
- F. “Project” means, collectively, the Capital Improvement Project and Housing Development(s).
- G. “Recipient” refers to the entity or entities who submitted the Application and to whom the Department issued an award letter in connection with the Phase II Solicitation. In the case of joint applicants, “Recipient” shall refer to each applicant. Each joint applicant shall be jointly and severally liable for all obligations of a Recipient as set forth herein. In the case of joint applicants, all such applicants shall collectively comprise and be deemed a joint venture.

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- H. “Section” or “section” in reference to the Phase II Solicitation shall initially refer to that specific numbered section of the Phase II Solicitation adopted on and dated March 15, 2023. If and when the Department amends any section of the Phase II Solicitation, all references herein to any such section shall be deemed to refer to the section as amended, either in whole or in part, as may be applicable. To the extent that any Phase II Solicitation section (Sections) provision is amended, and thereafter assigned a new section number, any reference herein to the old Phase II Solicitation section number shall be interpreted to refer instead to the Phase II Solicitation section that is intended to replace the content and substance of the former section.

3. Scope of Work

- A. The Scope of Work (“Work”) for this Agreement shall consist of the development and construction by the Recipient, or on behalf of the Recipient, of both the Capital Improvement Project and Housing Development(s) as defined in Section 2 of this Exhibit A.
- B. The Capital Improvement Project is an integral part of or is necessary for the completion of the Housing Development(s). The Recipient is responsible for and shall ensure the completion of the both the Capital Improvement Project and the Housing Development(s) in compliance with Program requirements and the criteria set forth in this Agreement. The Department reserves the right to review and approve all Work to be performed by the Recipient, or contracted by the Recipient, in relation to this Agreement. Any substantial revision to the Work shall be submitted in writing for review and approval by the Department and shall require an amendment to this Agreement.
- C. The Department, the Recipient and other parties as required by the Department, shall enter into a Disbursement Agreement governing, among other things, the disbursement of Program funds, as more particularly described in Exhibit B, attached hereto.

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EXHIBIT A**4. Proximity to Amenities and Transit**

In response to submissions in the Application, the Department awarded rating points to catalytic qualifying infill areas for proximity of the proposed housing developments to transit (Phase II Solicitation, Section 301(d)) and to amenities (Phase II Solicitation, Section 301(e)). At the request of the Department, Recipient shall provide evidence sufficient to support such award of points by the Department. The Department may refuse to commence or continue the disbursement of Program funds unless and until Recipient responds to such a request in a manner satisfactory to the Department.

5. Performance Milestones

Recipient shall ensure the completion of each phase of construction and development identified in Exhibit E under Provision A-E.3 (collectively, "Performance Milestones"). Each Performance Milestone must be completed by the date set forth as the deadline therefor, or as set forth in the Disbursement Agreement if the Performance Milestones are updated and modified by the Disbursement Agreement. Recipient may apply to the Department for an extension of these deadlines based on good cause shown and best efforts and assurances from the Recipient for timely completion of the remaining Performance Milestones.

6. State Contract Coordinator

The State Contract Coordinator for this Agreement is the Infill Infrastructure Grant Program of 2019 Section Chief, Division of Financial Assistance, or the Chief's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the State Contract Coordinator at the address specified in Exhibit E under Provision A-E.4.

7. Recipient Contract Coordinator

The Recipient's Contract Coordinator for this Agreement is listed in Exhibit E under Provision A-E.5. Unless otherwise informed, any notice, report, or other communication required by this Agreement may be mailed by first class mail or sent through a commercial courier to the contact at the address specified in Exhibit E under Provision A-E.5.

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BUDGET DETAIL AND PAYMENT PROVISIONS

1. Project Budget

The preliminary projected budget (“Budget”) as referenced in this Exhibit contains the cost items for the design, development, and construction of the approved Capital Improvement Project, including the sources and uses of funds (“Sources and Uses”). The financial information for the foregoing Budget is contained in Exhibit E under Provision B-E.1 in a table entitled “PROJECT BUDGET.”

2. Contract Amount

- A. For the purpose of performing the Work, the Department agrees to provide the amount identified on page one, Section 3, of this Agreement (STD Form 213) in the form of a grant for the uses identified in the Budget. In no instance shall the Department be liable for any costs for the Work in excess of this amount, or for any unauthorized or ineligible costs. Nor shall the Department have any obligation to pay for cost overruns or increases which result in a total cost for the Capital Improvement Project in excess of that set forth in the Budget.
- B. The Department may approve a request from the Recipient to reallocate funds between authorized activities and itemized amounts stated in the Budget. Changes in aggregate of ten percent (10%) or less of the total grant amount between activity categories during the term of this Agreement, and expenditures pursuant thereto, may be made only after the Department’s express written approval, but do not require a written amendment to this Agreement.

3. Other Funding Sources

- A. To the extent that the Sources and Uses include funds other than Program funds, those funds shall be expended and applied to Project costs as provided in the Budget. Recipient agrees that it will make best efforts to ensure that such other funds specified in the Budget are available for disbursement as provided in this Agreement, and approved for the use specified in the Budget, or as provided for in the Disbursement Agreement described below to the extent the Budget and the Sources and Uses are

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updated and modified by the Disbursement Agreement. The Recipient shall provide evidence and assurance of the commitment and availability of such other sources of funding identified in the Sources and Uses as provided in the Disbursement Agreement. The terms and conditions of all construction financing to be used in conjunction with the Program funds shall be subject to the Department's review and approval.

- B. The Department may require the Recipient to provide an Estoppel Letter, acceptable to the Department, as assurance to the Department that the amount of owner equity or developer funds proposed by the Recipient at application stage and relied upon by the Department in reviewing the financial feasibility of the project, continues to be committed to the project.

4. Completion Dates

- A. All Program funds must be disbursed no later than the date set forth in in Exhibit E under Provision B-E.2 (the "Disbursement Deadline"). Funds which have not been disbursed as of the Disbursement Deadline, will no longer be available for this Project. All invoices for payment must be submitted to the Department no later than three (3) months prior to the Disbursement Deadline to ensure payment processing.
- B. This Agreement shall expire on the date set forth in Section 2 of the STD 213 of this Agreement.

5. Method of Payment

- A. Payment shall be made as progress payments as set forth in the Disbursement Agreement. Recipient shall request payment for Work completed on forms provided by the Department and subject to such documentation as the Department may require.
- B. The Department shall not authorize payments unless it determines that the Program funds shall be expended in compliance with the terms and provisions of the Phase II Solicitation, this Agreement, and the Disbursement Agreement.

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- C. The Department shall not authorize payment(s) for pre-development and/or soft costs until the Department has received from the Recipient:
 - i. An executed construction contract; and
 - ii. Evidence, acceptable to the Department, demonstrating that construction period funding sources have been secured, or will be, or have been, converted to permanent funding sources.

6. Disbursement Agreement

- A. The Recipient, the Department and such other parties as may be reasonably required by the Department, shall enter into a Disbursement Agreement in a form provided by the Department. The Disbursement Agreement shall contain a specific description of the Capital Improvement Project and an updated Budget, including an updated table of Sources and Uses, and the specific terms and conditions for the disbursement of Program funds.
- B. The Disbursement Agreement must be executed by the date set forth in in Exhibit E under Provision B-E.3.

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EXHIBIT D

IIG GENERAL TERMS AND CONDITIONS

GENERAL

1. Effective Date, Commencement of Work and Completion Dates

This Agreement is effective upon approval by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213. The recipient represents and warrants that construction of the Capital Improvement Project was not commenced as of the deadline for submittal of applications set forth in the Phase II Solicitation. The Recipient agrees that the Work shall be completed as specified in this Agreement, subject to the termination date specified on page one, number two, of this Agreement, unless a written request for an extension is submitted and the Department grants approval in writing at least ninety (90) days prior to the termination or expiration date of this Agreement. Any extension to the termination or expiration date shall require an amendment to this Agreement.

2. Termination

The Department may terminate this Agreement at any time for cause by giving at least fourteen (14) days' notice in writing to the Recipient. Cause shall consist of violations by Recipient of any terms and/or special conditions of this Agreement, to include without limitation Section 49 of this Exhibit D. Unless otherwise approved in writing by the Department, upon termination or expiration of this Agreement, any unexpended funds received by the Recipient must be returned to the Department within fourteen (14) days of the written notice of termination.

3. Infill Infrastructure Grant Documents

In addition to this Agreement the Recipient shall execute and enter into a Disbursement Agreement, which shall govern the terms, disbursement and use of the Program funds, the Covenant described below, and other additional agreements and documents as the Department may deem reasonable and necessary to meet the requirements of the Program and the terms and conditions of this Agreement. The Department may request, and if requested, the Recipient shall execute and record a performance deed of trust ensuring the completion of Housing Development(s) or the Capital Improvement Project. Said performance deed of trust shall be recorded against the entire legal parcel underlying the Project, which it ensures is being constructed.

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EXHIBIT D**4. Covenant**

Prior to the disbursement of Program funds, the Recipient, and such other parties as the Department may reasonably require, shall execute a Covenant, which shall require the development and construction of the Housing Development(s) with the number of units and the number of bedrooms per unit, the affordability restrictions, the net density described in Exhibit E under Provision A-E.2, and having such other uses and amenities for which points were granted to the Application, or which were used to meet threshold requirements for funding. The Covenant shall be recorded against fee title of the parcel or parcels of real property on which each Housing Development is to be located and shall be binding on all successors, transferees, and assignees acquiring an interest in the Housing Development(s) as follows:

- A. For rental Housing Development(s), the Covenant shall require the continuation of the affordability of the Housing Development(s) for a period of not less than fifty-five (55) years from the date of the filing of a Notice of Completion for the Housing Development(s).
- B. For homeownership Housing Development(s), the Covenant shall require the continuation of the affordability for a period of not less than thirty (30) years from the date of the filing of a Notice of Completion for the Housing Development(s). Recipient must ensure the affordability of homeownership units through a resale restriction or equity sharing upon resale.
- C. In addition to the Covenant, the Department may request, and if requested, the Recipient shall execute and record a performance deed of trust ensuring the completion of the Housing Development(s) or the Capital Improvement Project. Said performance deed of trust shall be recorded against the entire legal parcel underlying the object, which it ensures is being constructed. Alternatively, the Department may require that the Covenant contain a power of sale clause, which may be exercised in the event that the Housing Development(s) or Capital Improvement Project are not timely completed, or in the event of an uncured breach of this Agreement.

5. Reliance on Developer(s)

If Recipient is relying on one or more Developers to develop, construct, own, and operate the Housing Development(s), Recipient is solely responsible for

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reviewing Developer's plans, specifications, contracts, and all other documents generated in connection with the Housing Development(s) and ensuring they are in compliance with Program Requirements and Performance Milestones

6. Site Control

- A. The Recipient and/or the Developer must have and maintain site control which complies with Sections 203 and 204 of the Phase II Solicitation, and which the Department determines to be sufficient, to ensure the timely commencement and completion of the Capital Improvement Project and the Housing Development(s). The Recipient shall also obtain all licenses, easements and rights-of-way or other interests required for completion of the Capital Improvement Project and the Housing Development(s) and provide evidence of such instruments prior to the first disbursement of Program funds.
- B. If the Recipient's or the Developer's site control is a leasehold, the lease must comply with 25 C.C.R. § 8316. Recipient must provide a copy of the ground lease for the Department's review and approval. The lessor and lessee will be required to sign the Department's standard lease rider which shall be recorded against the fee interest in the property subject to the leasehold.

7. Appraisals

Recipient shall, at the request of the Department, provide an appraisal of the real property to be acquired as part of the Capital Improvement Project or the Housing Development(s), prepared in a form, and by a qualified appraiser, acceptable to the Department.

8. Relocation Plan

If there is or will be any residential or commercial displacement directly or indirectly caused by the development of the Capital Improvement Project or the Housing Development(s), or both, as defined in state law, the Recipient shall provide a relocation plan conforming to the requirements of state law and regulations issued by the Department in Subchapter 1 (commencing with Section 6000) of Chapter 6 of Division 1 of Title 25 of the California Code of Regulations. The relocation plan shall be subject to the review and approval of the Department prior to the initial disbursement of Program funds. In addition to actions that satisfy the regulatory requirements, the relocation plan shall contain a line-item

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budget. The project and/or the development budget shall contain sufficient funds to pay all costs of relocation benefits and assistance as set forth in the relocation plan accepted by the Department.

9. Article XXXIV

The Recipient shall submit to the Department evidence satisfactory to the Department that the requirements of Article XXXIV of the California Constitution are inapplicable or have been satisfied as to the Housing Development(s).

10. Environmental Conditions

The Recipient shall, prior to initial distribution, provide to the Department the following:

- A. All Environmental Site Assessment (“ESA”) Reports (to include Phase I, II, III, supplemental or update assessments and reports) for the Capital Improvement Project and the Housing Development(s), in conformance with ASTM Standard Practice E 1527, evaluating whether the Capital Improvement Project is affected by any recognized environmental conditions.
- B. Documentation and/or a certification satisfactory to the Department that all Environmental Site Assessment Report recommendations including remediation and/or mitigation work have been completed.
- C. All Mitigation requirements required as a result of the Final Environmental Impact Report (“EIR”) or a Mitigated Negative Declaration if applicable and evidence satisfactory to the Department that all mitigation requirements have been satisfied.

11. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Recipient agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Capital Improvement Project and Housing Development(s), the Recipient, its Contractors or Subcontractors, and any grant activity, including the requirements set forth in section 500 of the Phase II Solicitation.

12. Litigation

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- A. The provisions of this Agreement shall be severable. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect.
- B. The Recipient shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

13. Insurance

The Recipient shall have and maintain in full force and effect forms of insurance, at such levels and for such periods, in accordance with the Disbursement Agreement.

14. Change of Conditions

Notwithstanding the Department's obligations to provide payments pursuant to Exhibit B hereof, the Department reserves the right to evaluate the Capital Improvement Project's need for Program funds based on new information or funding sources. If the Department determines that the Program funds, or a portion thereof, are no longer necessary to complete the Capital Improvement Project, the Department may reduce the amount of the grant accordingly. If the Department determines that the Capital Improvement Project or Housing Development(s) is no longer financially feasible, the Department may terminate this Agreement and the grant commitment issued by the Department.

15. Obligations of Recipient with Respect to Certain Third-Party Relationships

The Recipient shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Capital Improvement Project and Housing Development(s) with respect to which assistance is being provided under this Agreement. Recipient's contracts with such third parties must require that the Department be put on notice of any changes and delays which will put the project out of compliance with Performance Milestone deadlines. The Recipient shall comply with all lawful requirements of the Department necessary to ensure the completion, occupancy and use of the Capital Improvement Project and Housing Development(s) in accordance with this Agreement.

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EXHIBIT D**16. Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The Department's failure to enforce at any time the provisions of this Agreement or to require at any time performance by the Recipient of these provisions shall in no way be construed as a waiver of such provisions nor affect the validity of this Agreement or the right of the Department to enforce these provisions.

17. Identity of Interests

As a condition of disbursement, Recipient shall execute a Certification & Legal Status Form ("Certificate") listing all relationships constituting an identity of interest with entities providing goods or services in connection with Recipient's performance of the Scope of Work. The Certificate shall be in a form provided by the Department. At the Department's request, Recipient shall submit contracts, instruments, documents, correspondence, or other writings relating to Recipient's relationship with entities listed in the Certificate. The existence and nature of such relationships shall be subject to the review and approval of the Department to the extent necessary to ensure compliance with Program requirements and this Agreement.

DESIGN**18. Architect**

The Recipient shall utilize the services of an architect and/or an engineer to provide professional design and engineering services for the Capital Improvement Project and Housing Development(s). Recipient must ensure that an architect and/or an engineer supervise the construction work, conduct periodic site visits, prepare periodic inspection reports, verify the validity of the construction Contractor's payment requests, prepare or review change orders, and, upon completion of construction, provide the certification described in Section 35, of this Exhibit D. At the request of the Department, Recipient shall submit all contracts for these services to the Department for its review and approval.

Additionally, after construction completion, but prior to conversion to permanent financing, the Recipient shall provide to the Department a certification of compliance with the accessibility requirements of Section 500(f) of the Phase II Solicitation, signed by the Recipient or Developer and the project architect as well as third party documentation confirming compliance by a Certified Access

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Specialist (CAsp) with demonstrated experience meeting federal accessibility standards, or by an architect with demonstrated experience meeting federal accessibility standards.

19. Plans and Specifications and Project Cost Estimates

At the request of the Department, the Recipient shall submit for the Department's review and approval all plans, specifications, and project cost estimates for the Capital Improvement Project and Housing Development(s). The Capital Improvement Project and Housing Development(s) shall be constructed in substantial compliance with the plans and specifications, subject to any change order(s) accepted by the Department where such acceptance is required.

20. Reasonable Development Costs

At the request of the Department, the Recipient shall provide evidence acceptable to the Department that the total costs of the Capital Improvement Project and Housing Development(s) are reasonable and necessary for the proposed improvements. To verify cost reasonableness, the Department may require qualified third-party verification of cost, or evidence of the competitive bidding of major cost components and appraisals.

21. Adaptability and Accessibility

The Capital Improvement Project and Housing Development(s) shall comply with all applicable federal, state, and local laws regarding adaptability and accessibility for persons with disabilities in the design, construction, and rehabilitation of projects, including accessibility requirements set forth at Section 500(f) of the Phase II Solicitation.

22. Acoustics Report

Upon request, the Recipient shall provide the Department with an acoustics report for the Housing Development(s) in a form acceptable to the Department.

23. Approval by Public Works Department

Where approval by a local public works department, or its equivalent, is required for the Capital Improvement Project, the Recipient must submit, prior to the disbursement of Program funds, a statement from that department, or other documentation acceptable to the Department, indicating that the Capital Improvement Project has been approved by that department.

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Except for work performed by its own employees, the Recipient shall enter into a written construction contract or contracts ("Construction Contract(s)") with a duly licensed contractor or contractors ("Contractor(s)") for the construction work of the Capital Improvement Project and the Housing Development(s). The Construction Contract(s) shall require, where applicable, prevailing wages be paid in conformance with Labor Code Section 1720 et seq. and applicable provisions of this Agreement. The Construction Contract(s) and any amendments thereto shall be subject to prior written approval of the Department.

25. Contractor's Assurance of Completion

The Contractor(s) shall provide security to assure completion of the Capital Improvement Project by furnishing the Recipient with Performance and Payment Bonds, or a Letter of Credit, which shall remain in effect during the entire term of the Construction Contract(s), and which shall be in a form and from an issuer, which is acceptable to the Department. The Performance Bond shall be in an amount at least equal to 100 percent (100%) of the approved construction costs included in the Construction Contract(s) to provide security for the faithful performance of the Construction Contract(s) including a warranty period of at least twelve (12) months after completion. The Payment Bond shall be in an amount at least equal to 100 percent (100%) of the approved construction costs included in the Construction Contract(s) to provide security for the payment of all persons performing labor on the Capital Improvement Project and Housing Development(s) and furnishing materials in connection with the Construction Contract. A Letter of Credit shall be in an amount equal to at least 20 percent (20%) of the approved construction costs included in the Construction Contract(s), in the form of an unconditional irrevocable, stand-by letter of credit. The Department shall be named as an additional obligee in the Bonds or an additional beneficiary under the Letter of Credit.

26. Broadband

Recipient shall ensure that the Housing Development(s) is physically capable of accommodating broadband service with at least a speed of 25 megabits per second for downloading and 3 megabits per second for uploading. Internet Service and its ongoing fee are not required.

27. Prevailing Wages

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For the purposes of the State Prevailing Wage Law (Labor Code Sections 1720 – 1781), a grant under the Program shall be considered public funding for the construction, rehabilitation, demolition, relocation, preservation, or other physical improvement of the Capital Improvement Project and subject to the provisions of the State Prevailing Wage Law. Program funding of a Capital Improvement Project shall not necessarily, in and of itself, be considered public funding of a Housing Development(s) unless such funding is otherwise considered public funding under the State Prevailing Wage Law. It is not the intent of the Department to subject Housing Development(s) to the State Prevailing Wage Law by reason of Program funding of the Capital Improvement Project in those circumstances where such public funding would not otherwise make the Housing Development(s) subject to the State Prevailing Wage Law. Although the use of Program funds does not require compliance with federal Davis-Bacon wages, other funding sources may require compliance with federal Davis-Bacon wages. The Recipient shall prepare a plan for compliance with this section, which plan shall be subject to the review and approval of the Department.

28. Construction Phase Information

If requested by the Department, the Recipient shall provide the Department:

- A. Information during the construction period including but not limited to all change orders and modifications to the construction documents and all inspection reports of the Capital Improvement Project. Upon written notice to Recipient, the Department may require its advance written approval of all future change orders and modifications. Deviations from the plans and specifications which have the effect of reducing the quality, life or utility of a specified item or system must receive the prior written approval of the Department. Should change orders be submitted to the Department for its approval, they shall be deemed accepted if not responded to in writing within 10 (ten) business days of receipt by the Department. Recipient shall not authorize or approve any change orders rejected by the Department where the Department's approval is required.
- B. Information during the construction period including but not limited to all change orders and modifications to the construction documents, all inspection reports prepared by the Housing Development(s) architect and other consultants, and information relative to the Housing Development(s) income, expenses, occupancy, relocation benefits and expenses, contracts, operations, and conditions of the Housing Development(s). Upon written notice to Recipient, the Department may require its advance written approval of all future change orders and modifications. Deviations

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from the plans and specifications which have the effect of reducing the quality, life or utility of a specified item or system must receive the prior written approval of the Department. Should change orders be submitted to the Department for its approval, they shall be deemed accepted if not responded to in writing within 10 business days of receipt by the Department. Recipient shall not authorize or approve any change orders rejected by the Department where the Department's approval is required.

29. Signage and Photographs

Recipient shall place signs on the construction site for the Capital Improvement Project and Housing Development(s) stating that the Department is providing financing through the Infill Infrastructure Grant Program in an appropriate location(s), typeface and size containing the message set forth in Exhibit E under provision D-E.1.

The sign shall be maintained in a prominent location visible and legible to the public through construction completion. If the job sign includes the acknowledgment and/or logo of one or more other public lenders or grantors, the Department acknowledgement and logo shall also be displayed in a similar size and layout. A copy of the Department logo can be obtained by contacting the Department Contract Manager.

Upon installation of the sign, the Recipient shall submit a digital photograph thereof to the Department. The Recipient will also provide the Department, upon its request, with copies of any photographs that may be taken of the Capital Improvement Project and the Housing Development(s) by or on behalf of the Recipient or its architect. The Recipient will provide an acceptable written consent and release agreement, authorizing use of said photographs, all at no expense to the Department.

INSPECTION OF GRANT ACTIVITIES

30. Site Inspection

The Department reserves the right, upon reasonable notice, to inspect the Capital Improvement Project site and any structures or other improvements thereon to determine whether the Capital Improvement Project site meets the requirements of Program and this Agreement. If the Department reasonably determines that the site is not acceptable for the proposed Capital Improvement Project in accordance with the Phase II Solicitation, the Department reserves the right to cancel its funding commitment and this Agreement.

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31. Capital Improvement Project and Housing Development(s) Inspection

- A. The Department and any authorized representative of the Department shall have the right, during construction and thereafter, to enter upon and inspect the construction of the Capital Improvement Project and Housing Development(s) to ensure that the construction is being and has been performed in accordance with the applicable Federal, State, and/or local requirements, the Phase II Solicitation and the terms of this Agreement. Such right to inspect shall include, but shall not be limited to, the right to inspect all work done, all materials and equipment used or to be used, and all books and records, including payroll records, maintained in connection with the construction work. Such right of inspection shall be exercised in a reasonable manner.
- B. The Recipient shall be required to correct all circumstances found by such inspections not to conform to the applicable Program requirements, and to withhold payment to the Contractor and/or Subcontractor(s) until action(s) to correct the non-conforming circumstances is/are corrected by the Recipient and approved by the Department.
- C. The Department reserves the right to withhold payment for any costs found not to conform to applicable Program requirements until such actions have been taken to correct the non-conforming circumstances and such corrective actions have been approved by the Department.
- D. The Department shall have no affirmative duty to inspect the Capital Improvement Project or the Housing Development(s) and shall incur no liability for failing to do so. Once having undertaken any inspection, neither the Department, nor any representative of the Department shall incur any liability for failing to make any such inspection properly, or for failing to complete any such inspection. The fact that such inspection may or may not have occurred shall not relieve the Recipient, the contractor, the construction lender, the architect, the structural engineer, the locality, or anyone else of any obligation to inspect the Capital Improvement Project and Housing Development(s).

32. Audit/Retention and Inspection

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- A. The Department, its representatives or employees, or its delegatee shall have the right to review, obtain, and copy all records pertaining to performance of the Agreement. Recipient shall provide the Department or its delegatee with any relevant information requested and shall permit the Department or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material. Recipient further agrees to maintain such records for a minimum period of four (4) years after recordation of the Notice of Completion of the Housing Development, unless a longer period of records retention is stipulated.
- B. Payment for any cost which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee by the Recipient.
- C. At any time during the term of this Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the Capital Improvement Project or the Housing Development(s). At the Department's request, the Recipient shall provide, at its own expense, a financial audit prepared by a certified public accountant.
- D. The audit shall be performed by a qualified State, Department, local or independent auditor. The Agreement for audit shall include a clause, which permits access by the Department to the independent auditor's working papers.
- E. If there are audit findings, the Recipient shall submit a detailed response to the Department for each audit finding. The Department will review the response and, if it agrees with the response, the audit process ends, and the Department will notify the Recipient in writing. If the Department is not in agreement, the Recipient will be contacted in writing and will be informed as to the corrective actions required to cure any audit deficiencies. This action could include the repayment of disallowed costs or other remediation.
- F. If so, directed by the Department upon termination of this Agreement, the Recipient shall cause all records, accounts, documentation, and all other materials relevant to this Agreement to be delivered to the Department as depository.

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COMPLETION OF CONSTRUCTION

33. Relocation Plan Implementation Report

The Recipient shall provide a report, in a form acceptable to the Department, summarizing the actions taken and identifying all recipients of relocation assistance and benefits, and the amounts paid, and benefits provided, to or on behalf of each recipient.

34. Architect Certification

Where required by the Department, the Recipient shall cause the Capital Improvement Project and Housing Development(s) architect(s) or other appropriate professional to certify to the Department, in a form acceptable to the Department, that all construction is completed in accordance with the “as-built” Plans and Specifications and in compliance with all applicable federal, state, and local laws relating to disabled accessibility.

35. Cost Certification

At the request of the Department, the Recipient shall submit a Capital Improvement Project and Housing Development(s) cost certification that shall have been audited by an independent certified public accountant in accordance with the requirements of the Department and the California Tax Credit Allocation Committee, if applicable. The Recipient (and the developer or builder if there is an identity of interest with the Recipient) shall keep and maintain records of all construction costs not representing work done under the Construction Contract and to make such records available for review by the Department.

36. Recorded Notice of Completion

The Recipient shall provide to the Department a certified copy of any Notice of Completion for the Housing Development(s) recorded in the county in which the Housing Development(s) is located.

37. “As-Built” Plans and Specifications

Upon completion, at the request of the Department, the Recipient shall submit “as-built” plans and specifications for the Capital Improvement Project and Housing Development(s) acceptable to the Department.

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HOUSING DEVELOPMENT(S) REQUIREMENTS

38. Confirmation of Permitted Housing Units

Conditions precedent to the first disbursement of Program funds shall include receipt of all required public agency entitlements. The housing units to be developed in the Housing Development(s) must be completed, as evidenced by receipt of a certificate of occupancy, within the period established in this Agreement.

39. Proximity to Amenities

To ensure the Recipient's Housing Development(s) meets or exceeds the proximity to amenities proposed in the Application, the Recipient shall submit evidence to the Department for approval prior to the final disbursement of funds that the amenities will be in service and located in distances consistent with representations in the Application when the Housing Development(s) is completed.

40. Access to Transit

To ensure the Recipient's Housing Development(s) meets or exceeds the access to transit distance proposed in the Application, the Recipient shall submit evidence to the Department for approval prior to the final disbursement of funds that the transit stations or major transit stops meet the definitions in Section 102 of the Phase II Solicitation. The evidence shall substantiate completion of the transit stations identified in the Application no more than five years from the deadline for submittal of applications set forth in the Phase II Solicitation, and pursuant to the definition of Transit Station as set forth in the Phase II Solicitation in Section 102.

41. Fiscal Integrity

If Recipient is relying on a Developer or Developers to own and operate the Housing Development(s), the contract between the Recipient and Developer(s) must require the Housing Developments to have, and continue to have, Fiscal Integrity (as that term is defined in the Phase II Solicitation) consistent with planned rents in the units subject to affordability restrictions imposed by this Agreement.

EXHIBIT D**42. Affirmatively Furthering Fair Housing**

Recipient must develop, own, and operate the Housing Development(s) in a manner which is consistent with Affirmatively Furthering Fair Housing as that term is defined in Section 102 of the Phase II Solicitation. If Recipient is relying on Developer(s) to develop, own, and operate the Housing Development(s), Recipient must contractually obligate the Developer(s) to do so in a manner which is consistent with Affirmatively Furthering Fair Housing.

REPORTING REQUIREMENTS**43. Reports on Capital Improvement Project**

Recipient shall submit, upon request of the Department, a periodic performance report regarding the construction of the Capital Improvement Project, including, but not limited to, substantiation of grant expenditures and housing outcomes, including levels of affordability as provided in the Application. The reports will be filed on forms provided by the Department.

44. Reports on Housing Development(s)

Recipient and all Developers shall submit to the Department periodic reports, as required by the Department, but not less than annually, describing the development, construction, and occupancy of the Housing Development(s). The report shall include, but not limited to, information regarding unit affordability and occupancy, construction and permanent financing evidenced by commitment letters, and a construction and completion schedule demonstrating compliance with this Agreement and the Phase II Solicitation. The reports will be filed on forms provided by the Department.

45. Updated Information

Recipient shall provide the Department updated documentation for any substantial change in the information previously provided relating to the Capital Improvement Project and the Housing Development(s) and the conditions described above.

46. Monitoring Requirements

The Department shall perform regular monitoring of the Housing Development(s) and/or fiscal monitoring of the grant pursuant to Section 702 of the Phase II Solicitation. The Recipient agrees to cooperate with any such monitoring and

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provide reasonable access to all Capital Improvement Project files, records, documents and other information to employees or representatives of the Department. The Recipient shall resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department.

REPAYMENT OF GRANT FUNDS

47. Breach of this Agreement

In the event of a breach or violation by the Recipient of any of the provisions of this Agreement, the Department may give written notice to the Recipient to cure the breach or violation within a period of not less than thirty (30) days. If the breach or violation is not cured to the satisfaction of the Department within the specified period, the Department, at its option, may declare a default of the Agreement and may seek remedies for the default, including the following:

- A. The Department may terminate this Agreement and demand repayment of the Program funds to the extent that Work for costs to be paid by Program funds as provided in Exhibit B remains unperformed or uncompleted. Recipient shall be liable for all costs to complete all such uncompleted or unperformed Work.
- B. The Department may seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the Capital Improvement Project in accordance with Program requirements.
- C. The Department may seek such other remedies as may be available under this Agreement or in law or equity.

48. Cancellation

This Agreement may be cancelled by the Department under any of the following conditions:

- A. An uncured breach or violation by Recipient of this Agreement or the Disbursement Agreement.
- B. The objectives and requirements of the Program cannot be met by continuing the commitment or this Agreement.
- C. Construction of the Capital Improvement Project or Housing Development(s) cannot proceed in a timely fashion in accordance with the Performance Milestones in Exhibit A of this Agreement.

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D. Funding or disbursement conditions have not been or cannot be fulfilled within required periods.

49. Repayment of Grant Funds for Failure to Develop Housing

Recipients will be required to repay disbursed Program grant funds where construction of residential units in the Housing Development(s) used as the basis for calculating the grant amount pursuant to Section 103 of the Phase II Solicitation has not received building permits within four (4) years from the date of the Program grant award. The amount to be repaid shall be the same proportion to the total grant amount as the number of residential units where construction has not timely commenced to the total number of designated residential units.

EXHIBIT E**QIA 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-E.1 (As referenced in Exhibit A, Section 2.A)

[Insert Description of Capital Improvement Project]

Provision A-E.2 (As referenced in Exhibit A, Section 2.E)

Housing Development #1 Location (APN, address, parcel map, specific plan or similar reference) City and County			
Enter the number of units by bedroom size and income level.			
# of Bedrooms	# of Units	IIG Restricted	Income Limit (% of AMI)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total	_____	_____	_____

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Housing Development #2 Location (APN, address, parcel map, specific plan or similar reference) City and County			
Enter the number of units by bedroom size and income level.			
# of Bedrooms	# of Units	IIG Restricted	Income Limit (% of AMI)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total	_____	_____	_____

**{ADD OR REMOVE ROWS FOR EACH HOUSING DEVELOPMENT UNIT MIX AS
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Housing Development #3 Location (APN, address, parcel map, specific plan or similar reference) City and County			
Enter the number of units by bedroom size and income level.			
# of Bedrooms	# of Units	IIG Restricted	Income Limit (% of AMI)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total	_____	_____	_____

**{ADD OR REMOVE ROWS FOR EACH HOUSING DEVELOPMENT UNIT MIX AS
NEEDED}**

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EXHIBIT E**Provision A-E.3** (As referenced in Exhibit A, section 5)**PERFORMANCE MILESTONES**

Performance Milestone	CIP	HD #1	HD #2	HD #3	HD #4
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 Developer.	_____	_____	_____	_____	_____
Completion of all necessary environmental clearances, including those required under CEQA.	_____	_____	_____	_____	_____
Obtaining all necessary and discretionary public land use approvals.	_____	_____	_____	_____	_____
Obtaining all enforceable funding commitments for the Housing Development(s).	_____	_____	_____	_____	_____
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.	_____	_____	_____	_____	_____

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Provision A-E.4 (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-E.5 (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

[Remainder of page is blank.]

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EXHIBIT E**Provision B-E.1** (As referenced in Exhibit B, section 1)**PROJECT BUDGET**

CAPITAL IMPROVEMENT PROJECT DEVELOPMENT BUDGET AND SOURCES				
PROJECT NAME		APPLICANT(s)		
ESTIMATED CAPITAL IMPROVEMENT PROJECT COSTS		DEVELOPMENT COSTS BY FUNDING SOURCE		
Costs Category	Total Amount	IIG Program	Other Source	Other Source
TOTAL CQIA* PROJECT ACTIVITY				
Total Hard Project Costs	\$ _____	\$ _____	\$ _____	\$ _____
Total Soft, Other Related Costs	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL PROJECTED CIP COSTS	\$ _____	\$ _____	\$ _____	\$ _____

* Catalytic Qualifying Infill Area

Provision B-E.2 (As referenced in Exhibit B, section 4.A)

Pursuant to the Phase II Solicitation, at section 600(b), the “Disbursement Deadline,” as used in Exhibit B, section 4.B, is June 30, 2027. Final disbursement requests must be submitted to the Department no later than March 31, 2027.

Provision B-E.3 (As referenced in Exhibit B, section 6.B)

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

[Remainder of page is blank.]

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EXHIBIT E**Provision D-E.1** (As referenced in Exhibit D, section 30)

The signage required by Exhibit D 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. Site Control of Housing Development(s)

[DELETE IF INAPPLICABLE] Recipient will be relying upon the Developer(s) identified in the table below for capacity, experience, and site control of the Housing Development(s) to satisfy Section 204(d) of the Phase II Solicitation. Each Developer identified in the table below shall maintain a controlling interest in the Housing Development identified next to its name.

HOUSING DEVELOPMENT	DEVELOPER
HD #1	[Insert full legal name of housing developer]
HD #2	[Insert full legal name of housing developer]
HD #3	[Insert full legal name of housing developer]

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B. Housing Element

[DELETE IF INAPPLICABLE] At time of award, Recipient was undergoing Department review of its housing element, or was receiving Department technical assistance to bring its housing element into compliance with Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7 of the Government Code. Prior to any disbursement of Program Funds, Recipient must receive a final housing element certification from the Department.

C. Adaptive Reuse Ordinances

[DELETE IF INAPPLICABLE] At time of Application, Recipient submitted evidence that the development of the Capital Improvement Project and/or Housing Development(s) would be facilitated by [INSERT DESCRIPTION OF ORDINANCES AND OTHER ZONING AND BUILDING PROVISIONS] which were not yet in existence, but which were planned. The Department awarded points based upon these planned ordinances and/or zoning and building provisions. Prior to any disbursement of Program Funds, Recipient must submit evidence satisfactory to the Department that the ordinances and/or zoning and building provisions which garnered points at the application stage exist and are in full effect as contemplated in the Application.

D. Other Departmental Funding

In the event the Project is, or has been, awarded additional Departmental funding, any and all such funding will be cross defaulted to and among one another in the respective loan or grant documents. A default under one source of Departmental funding shall be a default under any and all other sources of Departmental funding in the Project.