

Exhibit A
DRAFT TERM SHEET
NorthPointe East TIRZ Reimbursement Agreement

I. General Terms

- a. Unless otherwise specified in Section II and III, the Developer shall be responsible for the following:
 - i. pursuit costs related to the acquisition of the Property which include legal fees, financial consultant fees, permit and application fees, due diligence work, loan fees, appraisal fees, survey fees, and title expenses;
 - ii. costs associated with land dedication for street rights-of-way, public utility easements, and public access easements; interest on the land loan for rights-of-way and public easements, property tax; and all other carry costs on the land to be dedicated as rights-of-way or public easements;
 - iii. perpetual maintenance costs of Developer for public improvements;
 - iv. costs associated with street rental/closure fees;
 - v. developer-funded costs for enhancements and the completion of Colorado Sand Drive pursuant to the Kedma Ventures LLC Agreement and subsequent amendment(s);
 - vi. impact fees for roadway, water, and wastewater infrastructure; and
 - vii. any other costs associated with subdividing and developing the Project Site.
- b. Reimbursement for eligible public infrastructure will be from 75% of the available TIRZ increment generated from the Project Site until all eligible costs have been reimbursed to the Developer. Reimbursement will be available once real property taxes are collected and nothing in this agreement shall require the TIRZ to make payment from revenue sources other than from Real Property Taxes collected on the Project Site.
- c. The Developer is required to submit all TIRZ costs and related documentation to the City and TIRZ Board and will be subject to any audit procedures required by the City prior to any reimbursement from the TIRZ.
- d. Construction of public improvements will be required to be publicly bid.
- e. Buildings will be consistent with the building materials outlined in Tables 9.3.1 or 9.4.2, as applicable based on use, of the Unified Development Code, unless an architectural waiver is granted by the Planning & Zoning Commission.
- f. Prior to reimbursement, the Developer must establish a property owner's association for maintenance of Lot 5, public open space, and the sidewalk and landscape areas within the public rights-of-way per the PUD and enforced through deed restrictions.
- g. Developer shall dedicate all public rights-of-way and public easements at no cost to the City.
- h. Expiration terms of the reimbursement agreement will be articulated within the development agreement to include expiration timelines for public improvements and vertical construction.
- i. Additional terms may be included as provided by City Council pursuant to the adopted TIRZ No. 1 Guidelines for development agreement content and per recommendation of legal counsel.

- j. The terms provided are defined as follows:
 - i. "Commercial space" shall include retail, restaurant, entertainment, hotel, and office uses. For restaurant and entertainment uses, demised outdoor areas used for dining, seating, entertainment, or kitchen or bar areas shall be included in the minimum areas described in Sections II and III.
 - ii. "Hard costs" shall include construction costs per agreement with the contractor(s). Hard costs shall not include construction management costs or project management costs.
 - iii. "Soft costs" shall include performance bond costs, City inspection fees, materials testing fees, construction management fees, engineering costs and anticipated interest on public infrastructure loan only.

- k. Prior to the construction commencement of Colorado Sand Drive, the Developer will fund the public infrastructure improvements and design costs provided within the Reimbursement Agreement With Developer For Construction of Public Improvements by and Between the City of Pflugerville and Kedma Ventures LLC, dated December 13, 2021, and subsequent First Amendment to the Agreement, dated on July 21, 2022, and any subsequent amendment(s). The Developer shall not be eligible for reimbursement under this Agreement until the full payment is made to the City pertaining to the existing Kedma Ventures LLC agreement and amendment(s).

- l. The reimbursement terms are separated into two (2) categories: 1. Regional Infrastructure and 2. Performance-Based, whereby eligible project costs associated with infrastructure type are summarized below. The costs provided within the table shall be interpreted as a not to exceed amount.

Infrastructure	Total Reimbursement Costs*	Regional Infrastructure Project Costs	Performance-Based Project Costs
Public Sitework	\$2,038,120	\$0	\$2,038,120
Public Site Concrete**	\$822,658	**\$100,000	\$722,658
Public Storm Drainage	\$1,458,396	\$0	\$1,458,396
Public Water Improvements	\$473,189	\$0	\$473,189
Public Wastewater Improvements	\$481,186	\$481,186	\$0
Public Offsite Water Improvements	\$2,271,047	\$2,271,047	\$0
Detention Pond	\$1,040,691	\$520,346	\$520,345
TxDOT Deceleration Lanes	\$652,274	\$0	\$652,274
Total Costs	\$9,237,561	\$3,372,579	\$5,864,982
*Total Reimbursement Costs include hard costs, soft costs, and anticipated interest on the public infrastructure loan associated with all infrastructure items, as applicable.			
**Reimbursement cost consists only of 10' multi-use path and streetlights and related streetlight conduit along Colorado Sand Drive, as applicable.			

- m. City and Developer reserve the ability to further negotiate terms related to items such as default, remedies, rights to cure, extensions, and other items deemed appropriate by the parties in the Agreement. In the event of a conflict between any of the terms of the Agreement and this Draft Term Sheet, the Agreement shall control.

II. Regional Public Infrastructure Reimbursement Terms

- a. The cost of the Regional Public Infrastructure is anticipated to be approximately \$3,372,579. The total amount of the Regional Public Infrastructure reimbursement shall be the lesser of (a) the Total Regional Infrastructure Cost, or (b) \$3,372,579. The Total Regional Public Infrastructure Cost reimbursement by project type is further described below.
 - i. Developer will complete the Regional Public Infrastructure associated with Colorado Sand Drive consisting of 10' multi-use path and streetlights and related streetlight conduit, generally depicted on Exhibit A, and will be reimbursed for an amount not to exceed \$100,000 for soft and hard costs, as applicable. The portion of the multi-use path is creditable only if the development does not seek public parkland dedication or park development fee credit for the path as permitted by the PUD. The Developer shall provide proof of eligibility for reimbursement as defined in the Development Agreement.
 - ii. Developer will complete the Regional Public Infrastructure consisting of wastewater improvements, generally depicted on Exhibit A, and will be reimbursed for soft and hard costs in an amount not to exceed \$2,752,234.
 - iii. Developer will complete the Regional Public Infrastructure consisting of a consistent water level amenity pond, generally depicted on Exhibit A, and will be reimbursed for soft and hard costs in an amount not to exceed \$520,346, which represents half of the total reimbursable costs for the detention pond.
- b. Eligible reimbursement payments shall begin in the first calendar year after acceptance of any of the Regional Public Infrastructure improvements, and the reimbursement payments shall continue until the earlier of (a) the expiration of the TIRZ (including any approved extensions), or (b) full payment of the Regional Public Infrastructure Reimbursement.

III. Performance-Based Infrastructure Reimbursement Terms

- a. The cost of the Performance-Based Infrastructure Reimbursement is anticipated to be approximately \$5,864,982. The total amount of the Performance-Based Infrastructure Reimbursement shall be the lesser of (a) the Total Performance-Based Infrastructure Cost, or (b) \$5,864,982. The Total Performance-Based Infrastructure Cost reimbursement by vertical construction phase is further described below.
 - i. Phase 1 (Lot 2 / 4.83 acres): Developer will cause to have constructed a minimum of 120 units of senior housing and a minimum of 45,000 square feet of assisted living/memory care and commercial space (retail or restaurant) and begin construction by December 31, 2024. The minimum taxable valuation for Phase 1 after completion must be \$65 million. If Developer achieves all of these performance measures for Phase 1, the Developer will be reimbursed for the remaining infrastructure costs related to paving, drainage, detention, and water infrastructure in the amount not to exceed \$293,249, which generally represents five (5) percent of the Performance-Based Infrastructure Reimbursement costs.
 - ii. Phase 2 (Lot 1 / 13.04 acres): Developer will cause to have constructed approximately 425 units of multifamily and a minimum of 1,200 square feet of commercial space and begin construction by June 30, 2025. The minimum taxable valuation for Phase 2 after completion must be \$100 million. If Developer achieves all of these performance measures for Phase 2, the Developer will be reimbursed for the remaining infrastructure costs related to paving, drainage, detention, and water infrastructure in the amount not to exceed \$293,249, which generally represents five (5) percent of the Performance-Based Infrastructure Reimbursement costs.

- iii. Phase 3 (Lot 3 / 5.57 acres): Developer will cause to have constructed either: 1.) a minimum of 90,000 square feet of multi-story office space; or 2.) a multi-story vertical mixed-use development consisting of a minimum of 75,000 S.F. of commercial uses where residential uses may be located on upper stories but will not be credited toward the required commercial square footage. Construction for Phase 3/Lot 3 must commence by December 31, 2026, and achieve a minimum valuation of \$35 million after completion. If Developer achieves these performance measures for Phase 3, the Developer will be reimbursed for the remaining infrastructure costs related to paving, drainage, detention, and water infrastructure in the amount not to exceed \$2,932,491, which generally represents fifty (50) percent of the Performance-Based Infrastructure Reimbursement costs.
 - iv. Phase 4 (Lot 4 / 7.92 acres): Developer will cause to have constructed a multi-story vertical mixed-use development consisting of a minimum of 90,000 S.F. of commercial where residential uses may be located on upper stories but will not be credited toward the required commercial square footage and begin construction by December 31, 2028. The minimum taxable valuation for Phase 4 after completion must be \$90 million. If Developer achieves all of these performance measures for Phase 4, the Developer will be reimbursed for the remaining infrastructure costs related to paving, drainage, detention, and water infrastructure in the amount not to exceed \$2,345,993, which generally represents forty (40) percent of the Performance-Based Infrastructure Reimbursement costs.
- b. Eligible reimbursement payments shall begin in the first calendar year after full acceptance and permanent certificate of occupancy of the respective Performance-Based Infrastructure Reimbursement Phase, and the reimbursement payments shall continue until the earlier of (a) the expiration of the TIRZ (including any approved extensions), or (b) full payment of the respective Performance-Based Infrastructure Reimbursement Phase(s).