

AIRPORT DEVELOPMENT AGREEMENT

THE STATE of TEXAS,)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY of GILLESPIE)

This Development Agreement ("Agreement") is entered into this _____ day of _____, 202__, between the COUNTY OF GILLESPIE, TEXAS, hereinafter referred to as "Sponsor" who is the owner of the Gillespie County Airport, hereinafter referred to as "Airport" and <Developer Full Name>, hereinafter referred to as "Developer" who covenant and agree as follows:

Section 1. Purpose; Consideration.

- (a) This Agreement establishes the standards, guidance, and procedures to develop leasehold improvements at the Airport. This Development Agreement defines the terms and conditions applicable to the relationship between Sponsor and Developer during the period between acceptance, approval and full execution this Development Agreement and the final execution of a Lease Agreement between Sponsor and Developer. Upon final execution of a Lease Agreement, this Development Agreement shall be deemed to have been superseded and replaced, and shall have no further force or effect. This Development Agreement is not intended to allow Developer to modify, change or disturb the assigned Land, or to begin construction of any improvements upon the Land without the Sponsor's written approval, which approval may be granted or withheld in Sponsor's sole and absolute discretion.
- (b) The Sponsor owns the Airport, and Sponsor operates the Airport in accordance with rules and regulations promulgated by the Federal Aviation Administration. The Sponsor has prepared and published Minimum Operating Standards covering the development of land at the airport. Developer acknowledges receipt of a full and complete copy of the Minimum Operating Standards and further acknowledges that the Minimum Operating Standards are available for review and download on the Internet website maintained by Sponsor. Developer further acknowledges that the Minimum Operating Standards are subject to modification from time to time, and Developer agrees that it is obligated to comply with the Minimum Operating Standards as they may be revised from time to time.
- (c) The Developer agrees to follow the airport development

- process as set forth in the Minimum Operating Standards.
- (d) Developer acknowledges that the airport is in and under the municipal jurisdiction of the City of Fredericksburg ("City"), Texas and, therefore the Developers are obligated to comply with the City's rules, regulations and procedures on preconstruction plan development.
 - (e) This Development Agreement regulates the relationship between the Developer and the Sponsor during the Airport Development Process until a Lease Agreement is signed, and is entered into by the parties in a good-faith reliance upon that purpose. This Development Agreement may not be used for the purpose of holding land for future development to the exclusion of other potential developers. If Sponsor at any time determines, in its sole and absolute discretion, that (1) the Developer has entered into this Development Agreement without a good-faith intention to develop the Land or (2) Developer no longer intends to develop the Land in accordance with its original stated purpose, the Sponsor shall have the option to terminate the agreement in accordance with Section 2, paragraph (b).

Section 2. Term, Termination.

- (a) The Agreement shall be effective for a term of six (6) months from the date of final execution, with one (1) contingent renewal option for an additional (six) 6 months, provided Developer (1) has provided to the Airport Advisory Board a reasonably detailed report on Developer's progress acceptable to Sponsor in Sponsor's sole discretion and (2) has paid the non-refundable fee set forth in Paragraph 4, below, for the additional six (6) month period. Additional extensions may be granted or withheld in the sole and absolute discretion of Sponsor and shall require approval by the Gillespie County Commissioners Court.
- (b) At any point during the initial term and any extensions of this Agreement, the Developer may terminate this Agreement, without penalty, by providing to the Sponsor written notice of its intent to terminate. The Developer shall not be entitled to any refund of any payments previously made to the Sponsor. The Sponsor may terminate this Agreement if Sponsor determines that Developer has failed to adhere to the processes set forth in this Agreement or in the Minimum Operating Standards or if the Developer changes its intended use of the Land as set forth in Developer's initial request (Exhibit A). Sponsor may also terminate this Agreement if Sponsor determines, in its sole and absolute discretion, that Developer's actions, behavior, intended use, or the

appearance thereof may negatively impact the airport, the community or the Sponsor, as determined by Commissioners Court. Any such termination shall be effective immediately upon delivery of written Notice of Termination to Developer. In the event of any such termination, Developer shall not be entitled to any refund of payments previously provided to Sponsor.

Section 3. Land

- (a) <Number_of_Square_Feet> square feet of land (<Number_of_Acres> acres), more or less, situated at the airport in Gillespie County Texas, such <Number_of_Square_Feet> square feet of land, hereinafter referred to as "Land" shall, subject to the terms and conditions set forth herein and during the term hereof be continently reserved for the use of Developer. If at the time of execution hereof the Land is not defined by a survey or plat, Sponsor and Developer agree to use the advertised lot size listed on the Gillespie County Airport Website. In such event, Developer and Sponsor shall adjust, as reasonably necessary, the dimensions and surface area of the Land, based upon future-developed site plans, drawings and surveys. A general representation of the Land, preliminary in nature and subject to revision as set forth above, is included in Exhibit A, attached to this Agreement. Until such time as a definitive and final Lease has been entered-into and fully-executed, Sponsor shall have the absolute right to make adjustments in the dimensions and size of the Land in accordance with the needs of Sponsor and of the Airport.

Section 4. Payment

- (a) In consideration of Sponsor's execution of this Agreement, Developer agrees to pay to the Sponsor fifty percent (50%) of the ground lease rate for the term hereof ("Development Agreement Fee") to reserve the Land until (1) an official Lease is fully executed between Sponsor and Developer, the Development Agreement is extended as set forth herein or (3) this Agreement is otherwise terminated. The ground lease rate for the designated Land is \$_____ per square foot annually. The required Development Agreement Fee for the initial term hereof shall be \$<Dev_Fee_Amount_Numbers> (<Dev_Fee_Amount_Words>). The Development Agreement Fee is due within ten (10) business days of the date of execution this Development Agreement, and payment of additional Development Agreement Fee applicable to any extension hereof shall be due within ten (10) days after execution and delivery

of any extension hereof. The Development Agreement shall not be effective unless and until the initial Development Agreement Fee has been received by Sponsor. If the time for payment of the Development Agreement Fee for the initial term or any extension thereof has expired and payment has not been received in current money by Sponsor, this Agreement shall be deemed to have been terminated without notice and Developer shall have no further rights hereunder.

Section 5 Miscellaneous

- (a) Responsibility for maintenance of the Land shall remain the responsibility of Sponsor until a binding Lease Agreement has been fully executed.

Section 6. Contact information.

- (a) Sponsor's Representative:
 - a. Name: Tony Lombardi
 - b. Address: 101 W. Main Suite 9, Fredericksburg, TX 78624
 - c. Email: tlombardi@gillespiecounty.org
 - d. Phone: 830-990-5764
- (b) Developer:
 - a. Name: <Developer's_Representative>
 - b. Address: <Developer's_Address>
 - c. Email: <Developer's_Email>
 - d. Phone: <Developer's_Phone>

Section 7. Legal

- (a) This Development Agreement shall be governed by the laws of the State of Texas and construed thereunder, and venue of any action brought under this Agreement shall be in any court of competent jurisdiction sitting in Gillespie County, Texas.
- (b) If any provision of this Agreement is determined to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the validity of the remainder of this Agreement and, to this end, the provisions of this Agreement are declared to be severable.
- (c) In the event of a dispute arising out of this Agreement, the prevailing party, as determined by the finder of fact, shall be entitled to an award of its reasonable and necessary attorneys' fees and costs of court.
- (d) The parties hereto waive the right to a trial by jury.

[THE REMINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

This Development Agreement is performable in Gillespie County, Texas.

EXECUTED this _____ day of _____, 202__.

LESSOR:

COUNTY OF GILLESPIE, TEXAS

By: _____
County Judge

LESSEE:

<Developer Full Name>

By: _____
<Developer's_Representative>
<Title>

EXHIBIT A

LAND DESCRIPTION