

**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 \_\_\_\_\_ (Sole Proprietor, Limited Liability Company (LLC), or other) 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 Gillespie County Airport. This Development Agreement covers the time period between the acceptance and approval of a Developer's "Letter of Intent" until the official Lease Agreement is signed between both parties. At that point, this Agreement shall be automatically rescinded and shall not be of any further force or effect. This Development Agreement does not authorize the Developer to modify, change or disturb the assigned Land without the Sponsor's or its representative's approval. Furthermore, this Development Agreement does not give the Developer authorization to begin construction. The official Lease Agreement, once fully executed, shall control.
- (b) The Sponsor owns and operates the airport in accordance with the Federal Aeronautical Administration rules and grant assurances. In addition, the Sponsor has created Minimum Operating Standards and Rules and Regulations that cover the development of land at the airport. Both of these documents can be found on the airport website or if requested, provided by the Sponsor in printed form.
- (c) The Developer agrees to follow the airport development process in accordance with the Minimum Operating Standards. In addition, since the airport falls within the City of Fredericksburg, the Developers must comply

with the City's rules, regulations and procedures on preconstruction plan development.

- (d) This Development Agreement is meant to protect the Developer and the Sponsor during the Airport Development Process until a Lease Agreement is signed. It not meant to hold land for future development. If it is determined to be the case, the Sponsor will terminate the agreement in accordance with Section 2, paragraph (b).

Section 2. Term, Termination.

- (a) The Agreement shall be for (six) 6 months from the date of this Agreement, with an automatic renewal for an additional (six) 6 months provided, the Developer provides an update to the Airport Advisory Board and pays the non-refundable fee for the additional (six) 6 month period. Any additional extensions will be on a case-by-case basis and require approval from Commissioners Court.
- (b) At any point during the six (6) months, the Developer can terminate this Agreement, with no additional penalties, by providing written notice to the Sponsor or his representative. The Developer shall forfeit all payments previously provided to the Sponsor. The Sponsor can terminate this Agreement, by providing written notice to Developer, if the Developer fails to follow the guidance set forth in this Agreement or if the Developer changes its intent for the usage of the Land outline in their initial request (Exhibit A). Finally, the Sponsor can terminate this Agreement if the Developer's actions, behaviors or the appearance thereof will cause a negative opinion of the airport or the Sponsors, determined by Commissioners Court. For all these cases, the Developer will forfeit all payments previously provided to the Sponsor. .

Section 3. Land

- (a) \_\_\_\_\_ square feet of land (\_\_\_\_ acres), more or less, situated at the airport in Gillespie County Texas, such \_\_\_\_\_ square feet of land, hereinafter referred to as "Land" shall be reserved for the Developer. If the Land is not defined by a survey or plat at the time of this Development Agreement, the Sponsor and Developer shall agree to use the Minimum Operating Standards minimum lot size related to the proposed hanger size.

Version dated: 02/06/2023.

The Developer shall be able to modify or adjust, as necessary, the Land, based on future site plans/drawings. The agreed upon sketch/drawing of the "Land", albeit preliminary, shall be attached to this Agreement.

Section 4. Payment

- (a) During the term of this Agreement, the Developer agrees to pay to the Sponsor, fifty percent (50%) of the ground lease fees, as consideration, to reserve the Land until an official lease is fully executed between Sponsor and Developer. This nonrefundable payment will be upfront and for the entire length of the Agreement. The ground lease rate for the designated Land is \_\_\_\_\_ per square foot annually. The required payment shall be \$\_\_\_\_\_ (\_\_\_\_\_(Spell Out)). This payment is due within ten (10) business days of the date of this Agreement.

Section 5 Miscellaneous

- (a) Land maintenance shall be the responsibility of the Sponsor until a Lease Agreement is signed.

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: \_\_\_\_\_
  - b. Address: \_\_\_\_\_
  - c. Email: \_\_\_\_\_
  - d. 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 Gillespie County, Texas.
- (b) If any section, paragraph, sentence or phrase entered in this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this

Agreement and, to this end, the provisions of this Agreement are declared to be severable.

- (c) Any legal fees of Sponsor or Developer in connection with any legal action brought under this Development Agreement shall be for the account of the defeated party.

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This Development Agreement is performable in Gillespie County, Texas.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

LESSOR:

COUNTY OF GILLESPIE, TEXAS

By: \_\_\_\_\_  
County Judge

LESSEE:

\_\_\_\_\_ (Company name)

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (name)  
\_\_\_\_\_ (Title)