

Print on Surety Letterhead

PERFORMANCE BOND

State of Texas X
 X
County of Bexar X

Known all men by these presents:

Subdivider: _____
Surety: _____
Surety's Texas Address for Demand: _____
Surety's Phone Number: _____
Bond Amount: _____
Subdivision Plat (No. and Name): _____
Date of Planning Commission Approval: _____
Site Improvements: _____

This Performance Bond is given to the City of San Antonio in satisfaction of the guarantee of performance requirements of Article 4 of the Unified Development Code of the City of San Antonio. The rights and obligations of Subdivider, Surety, and the City of San Antonio are governed by the terms and conditions set forth on Exhibit A, which is incorporated into this bond for all purposes as if fully set forth.

In Witness Whereof, the parties have caused their representatives to set their hands.

/Subdivider Name/a Texas corporation
By: _____
Printed Name: _____
Title: _____
Date: _____

/Surety Name/, a Texas corporation
By: _____
Printed Name: _____
Title: _____
Date: _____

Approved and accepted this _____ day of _____, _____.
City of San Antonio,
a Texas municipal corporation
By: _____
Printed Name: _____
Title: _____
Date: _____

Approved as to Form on Behalf of City Attorney: _____

(ATTACHMENT: Power of Attorney)

PERFORMANCE BOND EXHIBIT A: TERMS AND CONDITIONS

Whereas, the Subdivider petitioned the Planning Commission of the City of San Antonio for permission to develop a subdivision within the jurisdiction of the City;

Whereas, the Subdivision Plat, which shows the subdivision, was approved by the Planning Commission on the Date of Planning Commission Approval;

Whereas, the City's Unified Development Code ("UDC") requires that the site improvements ("Site Improvements") set out below be completed by Subdivider in conformance with the UDC within three years from the Date of Planning Commission Approval;

Whereas, the UDC requires that an approved subdivision plat may not be filed for record in the office of the county clerk until such Site Improvements have been completed and have been accepted by the City of San Antonio, or until there is provided to the City of San Antonio a guarantee of performance that such Site Improvements will have been completed and will have been accepted by the city within three years of the date on which the plat was approved; and

Whereas, the Subdivider has elected to provide to the City of San Antonio such a guarantee of performance in lieu of waiting to record the Subdivision Plat until all Site Improvements have been completed.

Now therefore, the Subdivider, as principal, and Surety, as surety, jointly and severally guarantee to the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas ("City"), full payment of the Bond Amount if the required Site Improvements are not completed and accepted by City within three years of the Date of Planning Commission Approval or such extended deadline for performance as Subdivider may obtain in conformity with the UDC. Subdivider and Surety bind themselves and their respective heirs, administrators, executors, and assigns, jointly and severally, firmly to this bond.

If the Site Improvements are not timely completed, the City of San Antonio need only make written demand on the Surety at the Surety's Texas Address for Demand for City's estimate of the cost of completing the Site Improvements. The Demand cannot exceed the Bond Amount. If the City demands less than the full Bond Amount but is unable to complete the Site Improvements, it may make multiple draws until the Site Improvements are completed or until it has drawn the full Bond Amount. If upon completion of the Site Improvements City still has unspent Surety funds, City must refund the unspent funds to Surety.

Changes in the nature or extent of Site Improvements do not impair Surety's obligations, but nothing increases the Bond Amount without Surety's written consent.

If, within three years of the Date of Planning Commission Approval or such extended deadline for performance as Subdivider may obtain in conformity with the UDC, Subdivider constructs or causes to

be constructed the Site Improvements according to the requirements of the UDC, then this obligation terminates. Otherwise the obligation under this bond remains in full force and effect.