



**City of San Antonio  
Development Services**

# **CASH OR CASHIER'S CHECK PERFORMANCE DEPOSIT**

State of Texas           X  
                                  X  
County of Bexar        X

Know all men by these present

Subdivider's Texas Address for Notice ("Address"): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Deposit Amount: \_\_\_\_\_

Date of Planning Commission Approval: \_\_\_\_\_

Subdivision Plat (No. and Name): \_\_\_\_\_

Site Improvements (Streets, Drainage, Sidewalks, etc.): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Cash or Cashier's Check Performance Deposit is given to the City of San Antonio in satisfaction of the performance guarantee requirements of Article 4 of the Unified Development Code of the City of San Antonio. The rights and obligations of Subdivider and the City of San Antonio are governed by the terms and conditions set forth on Exhibit A, which is incorporated into this deposit agreement for all purposes as if fully set forth.

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

\_\_\_\_\_  
/Subdivider Name/, a corporation

**City of San Antonio,**  
a Texas municipal corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# **EXHIBIT A: CASH OR CASHIER'S CHECK PERFORMANCE DEPOSIT 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") 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, Subdivider posts the Deposit Amount with City as security for Subdivider's guarantee that the required Site Improvements shall be completed and (if applicable) 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.

If the Site Improvements are not timely completed, City may make or provide for the completion of the Site Improvements utilizing the Deposit Amount. City shall notify Subdivider at the Address and provide the City's estimate of the cost of completion. Subdivider acknowledges that the statutory formalities applicable to contracting by City may make the City's cost of completion higher than what Subdivider would have incurred had it completed the work itself. City may make multiple draws until all necessary maintenance or repairs are completed or until it has drawn the full Deposit Amount. If upon completion of the Site Improvements City still has unspent Deposit Amount funds, City must refund the unspent funds to Subdivider. Changes in the nature or extent of Site Improvements do not impair Subdivider's obligations, but nothing increases the Bond Amount without Subdivider'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 and unspent funds shall be returned to Subdivider. Otherwise the obligation under this deposit remains in full force and effect.

Subdivider shall immediately notify City of any change to the Address, and such notice shall be directed to the Director of Development Services, P.O. Box 839966, San Antonio, Texas, 78283.

Subdivider may contract separately with outside entities regarding aspects of this Cash or Cashier's Check Performance Deposit not covered by this document but no such agreement may contradict this Cash or Cashier's Check Performance Deposit agreement or impair the City's rights under it. This document is a fully integrated statement of City's rights as to Subdivider and the Deposit Amount. There are no oral or other written agreements to which City is a party governing the terms of this Cash or Cashier's Check Performance Deposit.