



**City of San Antonio
Development Services**

CASH OR CASHIER'S CHECK WARRANTY 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: _____

Subdivision Plat (No. and Name): _____

Site Improvements (Streets, Drainage, Sidewalks, etc.): _____

This Cash or Cashier's Check Warranty Deposit is given to the City of San Antonio in satisfaction of the warranty requirements of Article 5 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 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: _____

* Warranty Start Date: _____

Warranty End Date: _____

* Warranty period shall begin on the date the plat is recorded or the date of preliminary field approval of the improvements, whichever is later in time.

EXHIBIT A: CASH OR CASHIER'S CHECK WARRANTY DEPOSIT TERMS AND CONDITIONS

Whereas, the UDC requires that Site Improvements inspected as complete by the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas ("City") be guaranteed to remain in good repair and to remain in compliance with the UDC for a period of one year after the date of City's Warranty Start Date.

Whereas, the UDC further requires that Subdivider post security to provide assurance to the City that Subdivider's guarantee will be honored.

Whereas, the Subdivider has elected to provide such assurance to the City in the form of a cash deposit or Cashier's Check in the Deposit Amount.

Now therefore, Subdivider posts the Deposit Amount with City as security for Subdivider's guarantee that the required Site Improvements will remain in good repair and condition in accordance with the Plans and the then current regulations of the City of San Antonio applicable to the Site Improvements (collectively, the "Applicable Requirements") for one (1) year from the Warranty Start Date, which shall be the date the plat is recorded or the date of preliminary field approval of the Site Improvements, whichever is later in time ("Warranty Period").

If the City determines that the Site Improvements need maintenance or repair to conform with the Applicable Requirements within the Warranty Period, City shall notify Subdivider at the Address specifying such required repairs and provide the City's estimate of the cost of such required maintenance or repairs. If Subdivider fails to commence such repairs within thirty (30) days after receipt of such notice or fails to diligently pursue and complete such repairs, City may make or provide for the maintenance or repairs and recover the cost from the Deposit Amount. City may make multiple draws until all necessary maintenance or repairs are completed or until it has drawn the full Deposit Amount. If the Deposit Amount has not been fully spent, City must refund the unspent portion of the Deposit Amount to Subdivider at the completion of the Warranty Period within thirty days.

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 Warranty Deposit not covered by this document but no such agreement may contradict this Cash Warranty Deposit 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 Warranty Deposit.

January 2016