

Name

## City of San Antonio Development Services Land Entitlements

## PERFORMANCE AGREEMENT

Add	Iress				
 City	and Zip Code				
I, _		as		do hereby agree that if	
	proposed plat		(number and n	name), filed by me is approved	
may of p City Anto year	the Planning Commission of the City of Stretain the plat in his possession without plat approval, by which time I will have cover of San Antonio and County if Applicable onio one (1) of the following forms guarates of the date of plat approval and shall formance shall be as follows:	recording same for a empleted all site imprale, or until I have file anteeing that all such	n maximum period of ovements and same v d with the Finance D improvements will b	f three (3) years from the date will have been accepted by the Department for the City of San be constructed within three (3)	
(1)	A performance bond, meeting the requirements set out in Chapter 35 of the City Code, and which will be substantially in the form set out in Appendix B of Chapter 35, in an amount equal to the cost estimate, as approved by the Director of Development Services, of the uncompleted and unaccepted site improvements.				
(2)	An irrevocable trust agreement, meeting be substantially in the form set out in A approved by the Director of Developmen	Appendix B to Chapt	er 35, in an amount	equal to the cost estimate, as	
(3)	Cash or cashier's check in the full amounthe Director of Development Services.	nt of the uncompleted	and unaccepted site	improvements deposited with	
(4)	An irrevocable standby letter of credit d and meeting the requirements set forth if form set out in Appendix B to Chapter 3 of Development Services, of the uncomp shall not expire prior to three (3) years ar	in Chapter 35 of the 35, in an amount equaleted and unaccepted	City Code and which to the cost estimate site improvements.	ch will be substantially in the e, as approved by the Director Γhe irrevocable letter of credit	
trus and subo prop San pub such othe	any event, I fully understand and agree that agreement, irrevocable standby letter of acceptance of the site improvements be divider and my heirs, or assigns, success perty described as	f credit, and/or cash of efore the plat is recorded from the plat is recorded from the completed and, except within the time promote of strikes, riots, action of strikes, riots, action to those enumerately, which extension	or cashier's check de orded, as hereinbefor urchasers having any or any part thereof, cept for planned reside vided herein. Howeverts of God, acts of the atted beyond my contain of time is to be fixed	posit to guarantee completion ore stated, I, the undersigned y right, title or interest in the shall be liable to the City of dential district bufferyards and wer, should the completion of e public enemy, injunction or trol, I shall be entitled to an ed finally by written certificate	

unless claimed by me and allowed and certified in writing by the Director of Development Services at the end of each period of such delay.

I further fully understand and agree that periodically until the expiration of three (3) years from the date of plat approval, the Director of Development Services shall review the cost estimate to complete the uncompleted site improvements outstanding at that date to determine the adequacy of any performance guarantee. Should the Director of Development Services conclude that the sum set out in such performance guarantee is inadequate to provide for the completion of the uncompleted site improvements he shall require either a substitute or an additional guarantee to cover the newly estimated cost.

Should such necessary additional or substitute guarantee fail to be provided to the Director of Development Services within thirty (30) days of the request for same, I understand and agree that the Director of Development Services shall refuse to accept a performance guarantee under any form which is related to the plat of a subdivision in which I have a principal or subsidiary interest. Such a plat once it has been approved by the Planning Commission may be recorded only in the manner prescribed in Chapter 35 of the City Code.

In addition, I further fully understand and agree that, if after the expiration of the time periods referred to herein, the site improvements have not been satisfactorily completed and accepted, the Director of Development Services shall refuse to accept a performance guarantee, under any form, which is related to a plat in which I have an interest.

In any event, I agree that approval of the plat shall expire after three (3) years from date of approval unless I have either had all site improvements accepted by the City and recorded the plat, or requested a time extension for plat recordation and provided an approved performance guarantee.

Executed this	day of, _	·		
Subdivider				
By:				
Title:				
STATE OF TEXAS				
COUNTY OF BEXAR	§			
			of Texas, on this day per name is subscribed to the fore	
	nat he executed the same for			
Given under my hand and	I seal of office, this the	day of	, 20	
Notary Public in an	nd for the State of Texas			
Return Copy to:				
return copy to	Name			
	Address			

City & Zip Code

## PERFORMANCE AGREEMENT EXHIBIT A

STATE OF TEXAS	§ §		
COUNTY OF BEXAR	8		
KNOW ALL MEN BY THESE	PRESENTS:		
the City of San Antonio ("City County of Bexar, if applicable	"), a municipal on the execute of the therein l	corporation of the County of tion of a Performance Agree isted Performance Guarantee	improvements and their acceptance by Bexar and the State of Texas, (and the ement and the filing with the Finance is guaranteeing that such improvements syable to the City; and,
entered into such a Performa	nce Agreement	with the City, regarding th	, have previously ne proposed plat (number and name) er which agreement the City agreed to
record my plat before comple Guarantee; and,	tion of all site in	mprovements in exchange fo	or my filing the above Agreement and
WHEREAS, such Performance improvements have been constr		ted/	_, is set to expire before all such site
	, as permitted b	y the Planning Commission.	rement and Guarantee shall be extended. In Witness Whereof, the parties have
Principal:		City:	<u> </u>
By:		Title:	