



**City of San Antonio
Development Services
Land Entitlements**

PERFORMANCE AGREEMENT

Name

Address

City and Zip Code

I, _____ as _____ do hereby agree that if the proposed plat _____ (number and name), filed by me is approved by the Planning Commission of the City of San Antonio, Texas, the Director of Development Services of the City may retain the plat in his possession without recording same for a maximum period of three (3) years from the date of plat approval, by which time I will have completed all site improvements and same will have been accepted by the City of San Antonio and County if Applicable, or until I have filed with the Finance Department for the City of San Antonio one (1) of the following forms guaranteeing that all such improvements will be constructed within three (3) years of the date of plat approval and shall be payable to the City of San Antonio. The form of the guarantee of performance shall be as follows:

- (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 the requirements set out in Chapter 35 of the City Code and which will be substantially in the form set out in Appendix B to 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.
- (3) Cash or cashier's check in the full amount of the uncompleted and unaccepted site improvements deposited with the Director of Development Services.
- (4) An irrevocable standby letter of credit drawable in the State of Texas on a federally insured commercial bank and meeting the requirements set forth in Chapter 35 of the City Code and which will be substantially in the form set out in Appendix B to 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. The irrevocable letter of credit shall not expire prior to three (3) years and ninety (90) days from the date of plat approval.

In any event, I fully understand and agree that, in addition to the requirement for a performance bond, irrevocable trust agreement, irrevocable standby letter of credit, and/or cash or cashier's check deposit to guarantee completion and acceptance of the site improvements before the plat is recorded, as hereinbefore stated, I, the undersigned subdivider and my heirs, or assigns, successors, or subsequent purchasers having any right, title or interest in the property described as _____ or any part thereof, shall be liable to the City of San Antonio that all site improvements will be completed and, except for planned residential district bufferyards and public benefit features, accepted by the City within the time provided herein. However, should the completion of such site improvements be delayed by reason of strikes, riots, acts of God, acts of the public enemy, injunction or other court action, or any other cause similar to those enumerated beyond my control, I shall be entitled to an extension of time equal to the time of such delay, which extension of time is to be fixed finally by written certificate made by the Director of Development Services. It is expressly declared that no such allowance of time will be made

PERFORMANCE AGREEMENT

EXHIBIT A

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the recording of a plat requires either the completion of all site improvements and their acceptance by the City of San Antonio ("City"), a municipal corporation of the County of Bexar and the State of Texas, (and the County of Bexar, if applicable), or the execution of a Performance Agreement and the filing with the Finance Department for the City one (1) of the therein listed Performance Guarantees guaranteeing that such improvements will be constructed within three (3) years of the date of plat approval and is payable to the City; and,

WHEREAS, I _____, as _____, have previously entered into such a Performance Agreement with the City, regarding the proposed plat (number and name) _____, under which agreement the City agreed to record my plat before completion of all site improvements in exchange for my filing the above Agreement and Guarantee; and,

WHEREAS, such Performance Agreement, dated ____/____/_____, is set to expire before all such site improvements have been constructed;

NOW THEREFORE, I fully understand and agree that the terms of such Agreement and Guarantee shall be extended until ____/____/_____, as permitted by the Planning Commission. In Witness Whereof, the parties have caused their representatives to set their hands this day ____/____/_____.

Principal:

City:

By:

Title: