

Standard Plat Language, Notes, Bonds and Acceptance Forms

When submitting any plat, bond, acceptance form or any other legal instrument required by this UDC, the standardized language, notes and forms of this section shall be utilized, when and where applicable.

Ownership Certificate

The purpose of the ownership certificate is to identify the owner and provide the Volume and Page of Deed Records, verifying the ownership. When the property owner is a corporation, typically an agent is authorized to sign for the corporation, using the following format. When one property owner is an individual or several individuals, the following format should be used.

STATE OF TEXAS §
COUNTY OF GUADALUPE §

WHEREAS, _____, acting by and through the undersigned, it's duly
(Name of Corporation)
authorized agent, is the sole owner of a tract of land located in the _____
(Survey name and Abstract Number)

City of Cibolo, Guadalupe County, Texas, according to the deed recorded in Volume _____, Page _____ of the Deed Records of Guadalupe County, Texas, and being more particularly described as follows:

(Legal Description)

STATE OF TEXAS §
COUNTY OF GUADALUPE §

WHEREAS, _____, and _____,
(Name of Individual) (Name of 2nd Individual, if applicable)
is/are the sole owner(s) of a tract of land located in the _____,
(Survey name and Abstract Number)

in the City of Cibolo, Guadalupe County, Texas, according to the deed recorded in Volume _____, Page _____, of the Deed Records of Guadalupe County, Texas and more particularly described as follows:

(Continue With Legal Description)

Legal Descriptions

A "short legal" may be used for replats when all of the lots are included in the replat, and exterior boundaries do not change.

A "long legal" is used when property has never been platted, or when establishing exterior boundaries.

Surveyor's Certificate:

STATE OF TEXAS §
COUNTY OF GUADALUPE §

I hereby certify that this plat is true and correct and was prepared from an actual survey of the property made on the ground under my supervision.

(PROFESSIONAL SEAL)

Registered Public Surveyor

Sworn to and subscribed before me this the _____ day of _____, _____.

(PROFESSIONAL SEAL)

Notary Public in and for the
State of Texas

Engineer's Certificate:

An engineer's certificate is required in all cases except when the plat does not require engineering considerations.

STATE OF TEXAS §
COUNTY OF GUADALUPE §

I hereby certify that proper engineering consideration has been given in this plat to the matters of streets, lots and drainage layout. To the best of my knowledge this plat conforms to all requirements of the Subdivision Regulations of the Unified Development Code, except for those variances granted by the City Council of the City of Cibolo.

Registered Professional Engineer

Sworn to and subscribed before me this the _____ day of _____, _____.

(PROFESSIONAL SEAL)

Notary Public in and for the
State of Texas

Owner's Acknowledgment:

STATE OF TEXAS §
COUNTY OF GUADALUPE §

The owner of land shown on this plat, in person or through a duly authorized agent, dedicates to the use of the public forever all streets, alleys, parks, watercourses, drains, easements and public places thereon shown for the purpose and consideration therein expressed.

Owner

Duly Authorized Agent

STATE OF TEXAS §
COUNTY OF GUADALUPE §

Before me, the undersigned authority on this day personally appeared _____(name)_____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated. Given under my hand and seal of office this ____ day of _____, _____.

(NOTARY SEAL)

Notary Public
State of Texas

Certificate of Approval by City Engineer

Approved on this the ____ day of _____, 20____, by the City Engineer, City of Cibolo, Texas.

(PROFESSIONAL SEAL)

City Engineer, City of Cibolo

Approval of the Planning and Zoning Commission:

This plat of _____ has been submitted to and considered by the Planning and Zoning Commission of the City of Cibolo, Texas, and is hereby approved by such Commission.

Dated this ____ day of _____, _____.

By: _____
Chair

By: _____
Secretary

Approval of the City Council:

This plat of _____ has been submitted to and considered by the City Council of the City of Cibolo, Texas, and is hereby approved by such City Council.

Dated this ____ day of _____, _____.

By: _____
Mayor

By: _____
City Secretary

Plat Vacation Instrument

STATE OF TEXAS
COUNTY OF GUADALUPE

KNOW ALL MEN BY THESE PRESENTS

I (or we), (name of owner or owners if individuals) or (name of President and Secretary or authorized trust officer of a company or corporation), being the sole owner (owners) and proprietor of the following described property in the City of Cibolo, Guadalupe County, Texas, to wit:

(Provide legal description of the property including, but not limited to, the acreage, the name of the recorded subdivision, the name of the Survey and Abstract Number, and recording references, attach a certified metes and bounds description.)

Do hereby desire and declare that said plat, subdivision and dedication thereon be vacated and canceled so as to convert all of said platted property to an acreage tract as same existed before such property was platted, subdivided and recorded.

(At this point any right-of-way, easements or any other feature established in the subdivision being vacated which will not be canceled as a result of this vacation action should be described.)

WITNESS MY (or our) hand in the City of Cibolo, Texas this
_____ day of _____, 20__

(Signature of owner or owners)

(Names to be printed)

STATE OF TEXAS COUNTY OF _____

Before me, (insert the name and character of the officer), on this day personally appeared _____, known to me (or proved to me on the oath of _____ or through (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20__.

(Personalized Seal)

Notary Public's Signature

This is to certify that the City of Cibolo, Texas has approved this instrument and vacation of the subdivision plat entitled (Name of Plat) in conformance with the laws of the State of Texas and the ordinances of the City of Cibolo as shown hereon and authorized the recording of this instrument this _____ day of _____, 20__.

BY: _____

**Waiver of the Statutory 30-Day Review for a Land Study,
Preliminary Plat or Final Plat**

OWNER LETTERHEAD

Date

City Planner
Planning Department
City of Cibolo
P.O. 826
Cibolo, Texas 78108

Re:

Please allow this correspondence to serve as my request to the City of Cibolo waive the statutory 30-day period of time to review the above referenced project, thereby tabling the item until I provide additional information or clarification of issues before the Planning and Zoning Commission and City Council may take action on the application. Without this waiver, this application would be denied.

Applicant hereby waives any rights that inure to this application by virtue of Texas Local Government Code Sec. 212.009, and hereby request that an extension of the review period be granted pursuant to the City of Cibolo UDC. Further, I understand and acknowledge that my application is technically considered to be "incomplete" until I provide the City of Cibolo the additional information or clarifying details required to demonstrate compliance with the City of Cibolo UDC and that until such time as that information is provided, this request shall remain "tabled and incomplete". This application shall remain "tabled and incomplete" for a period that shall not exceed 6-months from the date of this request, after which time this application shall expire; necessitating the refilling of the application as a new application.

Sincerely,

Name of Developer/Applicant

**STATE OF TEXAS §
COUNTY OF GUADALUPE §**

This instrument was acknowledged before me on the ____ day of _____, 201____, by

_____ of _____, on behalf of said corporation.

Notary Public, State Of Texas

Notary Seal

DEDICATION STATEMENT

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT _____ acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as _____, an addition to the City of Cibolo, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, alleys and public parkland shown thereon. The streets, alleys and parkland are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Cibolo. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Cibolo's use thereof. The City of Cibolo and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Cibolo and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

IF A PLAT CONTAINS A FIRE/FIRE LANE EASEMENT:

That the undersigned does hereby covenant and agree that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a hard all-weather surface and that he (they) shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats, or other impediments to the access of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The police or his duly authorized representative is hereby authorized to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for Fire Department and emergency use.

IF A PLAT CONTAINS AN ACCESS EASEMENT:

The undersigned does covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to other real property, and for the purpose of General Public vehicular and pedestrian use and access, and for Fire Department and emergency use, in, along, upon, and across said premises, with the right and privilege at all times of the City of Cibolo, its agents, employees, workmen, and representatives having ingress, egress, and regress in, along, upon, and across said premises.

IF A PLAT CONTAINS VAM EASEMENTS:

The area or areas shown on the plat as "VAM" (Visibility , Access, and Maintenance) easement(s) are hereby given and granted to the city, its successors and assigns, as an easement to provide visibility, right of access, and maintenance upon and across said VAM easement. The city shall have the right, but not the obligation, to maintain any and all landscaping within the VAM easement. Should the city exercise this maintenance right, it shall be permitted to remove and dispose of any and all landscaping improvements, including without limitation, any trees, shrubs, flowers, ground cover, and fixtures. The city may withdraw maintenance of the VAM easement at any time. The ultimate maintenance responsibility for the VAM easement shall rest with the owners. No building, fence, shrub, tree, or other improvements or growths, which in any way endanger or interfere with the visibility, shall be constructed in, on, over, or across the VAM easement. The city shall also have the right, but not the obligation, to add any landscape improvements to the VAM easement, to erect any traffic control devices or signs on the VAM easement, and to remove any obstruction thereon. The city, its successors, assigns, or agents, shall have the right and privilege at all times to enter upon the VAM easement or any part thereof for the purposes and with all rights and privileges set forth herein.

Drainage and Floodway Easement or Drainage Right-of-Way For Multi-Family, Commercial & Non-Single-Family Residential Subdivisions

STATE OF TEXAS §

COUNTY OF GUADALUPE §

CITY OF CIBOLO §

This plat is hereby adopted by the owners (called "Owners") and approved by the City of Cibolo, (called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors, and assigns: The drainage and floodway easement as shown and described by bearings and distances on Lot _____, Block _____, of the plat is called "Drainage and Floodway Easement." The Drainage and Floodway Easement is hereby reserved for the public's use forever, but including the following covenants with regard to maintenance responsibilities. The existing creek or creeks traversing the Drainage and Floodway Easement will remain as an open channel at all times and shall be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the Drainage and Floodway Easement. The City will not be responsible for the maintenance and operation of said creek or creeks or for any damage or injury to private property or person that results from the flow of water along said creek, or for the control of erosion. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence, or any other structure within the Drainage and Floodway Easement. Provided, however, it is understood that in the event it becomes necessary for the City to channelize or consider erecting any type of drainage structure in order to improve the storm drainage, then in such event, the City shall have the right, but not the obligation, to enter upon the Drainage and Floodway Easement at any point, or points, with all rights of ingress and egress, to investigate, survey, erect, construct, or maintain any drainage facility deemed necessary by the City for drainage purposes. Each property owner shall keep the natural drainage channels and creeks traversing the Drainage and Floodway Easement adjacent to his property clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City of Cibolo shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage channels and creeks through the Drainage and Floodway Easement, as in the case of all natural channels, are subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City shall not be held liable for any damages or injuries of any nature resulting from the occurrence of these natural phenomena, nor resulting from the failure of any structure or structures, within the natural drainage channels, and the Owners hereby agree to indemnify and hold harmless the City from any such damages and injuries. Building areas outside the Drainage and Floodway Easement line shall be filled to a minimum elevation as shown on the plat. The minimum floor elevation for each lot shall be as shown on the plat.

Drainage & Floodway Easement or Drainage Right-of-Way For Plats Where Floodplain or Drainage Easements are Maintained by a Homeowners Association

STATE OF TEXAS §

COUNTY OF GUADALUPE §

CITY OF CIBOLO §

This plat is hereby adopted by the owners (called "Owners") and approved by the City of Cibolo, (called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successor, and assigns: Lot _____, Block _____, as shown on the plat is called "Drainage and Floodway Easement." The Drainage and Floodway Easement is hereby reserved for the public's use forever, but including the following covenants with regard to maintenance responsibility. The existing creek or creeks traversing the Drainage and Floodway Easement shall remain as open channels at all times and shall be maintained by all of the owners of lots in the subdivision by and through a lawfully created homeowners association to be created by the Owners. The Owners covenant and agree that such a homeowners association (called "Association") shall be created prior to the final acceptance of the City. All Association documents shall be subject to the approval of the City and shall specifically contain covenants binding the Association to continuously maintain the Drainage and Floodway Easement. Such covenants shall not relieve the individual lot owners of the responsibility to maintain the Drainage and Floodway Easement should the Association default in the performance of its maintenance responsibility. The Association documents shall also contain provisions that they may not be amended with regard to the Drainage and Floodway Easement maintenance responsibilities without the approval of the City. The fee simple title to the Drainage and Floodway Easement shall always remain in the Association. The City will not be responsible for the maintenance and operation of said creek or creeks or for any damage or injury to private property or person that results from the flow of water along said creek, or for the control of erosion. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence, or any other structure within the Drainage and Floodway Easement. Provided, however, it is understood that in the event it becomes necessary for the City to consider channelizing or erecting any type of drainage structure in order to improve the storm drainage, then in such event, the City shall have the right, but not the obligation, to enter upon the Drainage and Floodway Easement at any point, or points, with all rights of ingress and egress to investigate, survey, or to erect, construct, and maintain any drainage facility deemed necessary for drainage purposes. The Owners and the Association shall keep the natural drainage channels within the Drainage and Floodway Easement free of debris, silt, or any substance which would result in unsanitary conditions or obstruct the flow of water, and the City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the Owners and the Association to alleviate any undesirable conditions which may occur. The creeks and natural drainage channels through the Drainage and Floodway Easement, as in the case of all natural channels, are subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City shall not be liable for any damages and injuries of any nature resulting from the occurrence of these natural phenomena, nor resulting from the failure of any structure or structures, within the Drainage and Floodway Easement, and the Owners hereby agree to indemnify and hold harmless the City

from any such damages and injuries. Building areas outside the Drainage and Floodway Easement shall be filled to a minimum elevation as shown on the plat.

Drainage and Floodway Easement For Plats Not Governed by a Homeowners Association

STATE OF TEXAS §

COUNTY OF GUADALUPE §

CITY OF CIBOLO §

This plat is hereby adopted by the owners (called "Owners") and approved by the City of Cibolo, (called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors, and assigns: Lot _____, Block _____, as shown on the plat is called "Drainage and Floodway Easement." The Drainage and Floodway Easement is hereby reserved for the public's use forever for drainage and floodway purposes. All Owner documents shall specify, confirm and bind the Owner(s) to continuously maintain the Drainage and Floodway Easement and shall relieve the individual lot owners and City of Cibolo of the responsibility to maintain the Drainage and Floodway Easement. The fee simple title to the Drainage and Floodway Easement shall always remain in the Owner(s). The City will not be responsible for the maintenance and operation of said creek or creeks or for any damage or injury to private property or person that results from the flow of water along said creek, or for the control of erosion. The Owners shall not obstruct the natural flow of storm water run-off by the construction of any type of building, fence, or any other structure within the Drainage and Floodway Easement. The City shall at all times have the right to enter upon the Drainage and Floodway Easement, at any point, or points, with all rights of ingress and egress, to investigate, survey, erect, construct, and maintain any facility deemed necessary by the City for drainage purposes. The drainage channels and creeks, as in the case of all natural channels, are subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City shall not be held liable for any damages or injuries of any nature resulting from the occurrence of these natural phenomena, nor resulting from the failure of any structure or structures, within the Drainage and Floodway Easement, and the owners hereby agree to indemnify and hold harmless the City from any such damages and injuries. The building areas outside of the Drainage and Floodway Easement shall be filled to a minimum elevation as shown on the plat. The minimum floor elevation for each lot shall be as shown on the plat.

AMENDED PLAT

CERTIFICATE OF APPROVAL

APPROVED AS AN AMENDED PLAT, this the _____ day of _____, 20____, by the City of Cibolo, Texas.

City of Cibolo City Planner or City Engineer

STATE OF TEXAS:

COUNTY OF: _____

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration thereof expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

THIS _____ DAY OF _____, 20____.

(Notary Seal)

NOTARY PUBLIC in and for the STATE OF TEXAS

PRIVATE STREETS

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. That _____ (“Owner”), acting herein by and through its duly authorized officer, does hereby adopt this plat designating the herein described property as _____, an addition to the City of Cibolo, Texas (the “City”), and does hereby dedicate to the City: (i) easements for the purposes shown on this plat and for the mutual benefit, use, and accommodation of all public utility entities including the City providing services to the addition created hereby and desiring to use or using the same, and also an easement and right-of-way, under, across, and upon Block _____, Lot _____ shown hereon for the construction, installation, maintenance, operation, inspection, removal, and reconstruction of the facilities, equipment, and systems of such public utility entities; and (ii) for the use, benefit, and accommodation of the City, an easement and right-of-way, under, across, and upon Block _____, Lot _____ shown hereon for any purpose related to the exercise of a governmental service or function including, but not limited to, fire and police protection, garbage collection, inspection and code enforcement, and the removal of any vehicle or obstacle that impairs emergency access. Block _____, Lot _____ and all streets shown hereon are private streets and are not dedicated for use as public streets, or rights-of-way and the public shall have no right to use any portion of such private streets. Owner acknowledges that so long as the streets and related improvements constructed on Block _____, Lot _____ shown hereon shall remain private, certain City services shall not be provided on said private streets including, but not limited to, street cleaning, routine police patrols, enforcement of traffic and parking ordinances, and preparation of accident reports. Except for private streets and related improvements, no buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, or across the easements dedicated herein. The City and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other prohibited improvements or growths which may in any way endanger or interfere with their respective easements. In addition, the City shall have the right to remove and keep removed any vehicle or obstacle that impairs emergency access to its easement. The City and public utility entities shall at all times have the full right of ingress and egress to and from their respective easements without the necessity at any time of procuring permission from anyone. The use, by the City and public utility entities, of their respective easements shall not unreasonably interfere with the rights of property owners and the homeowners association (the “Association”) in and to Block _____, Lot _____ shown hereon as set forth in the “Declaration of Covenants, Restrictions, and easements for the _____”, dated _____, recorded in Guadalupe County Recorder Volume _____, Page _____, of the official Land Records of Guadalupe County, Texas (the “Declaration”).

2. That the Association agrees to release, indemnify, defend, and hold harmless the City and any governmental entity or public utility entity that owns public improvements within the addition created by this plat (collectively, the “Indemnities”) from and against any claims for damages to the private streets, restricted access gates and entrances, and related appurtenances (collectively, the “Private Streets”) caused by the reasonable use of the Private Streets by

the Indemnities. This paragraph 2 does not apply to damages to the Private Streets caused by the design, construction, or maintenance, or any public improvements owned by any of the Indemnities.

3. That the Association agrees to release, indemnify, defend, and hold harmless the Indemnities from and against any claims for damages to property and injury to persons (including death) that arise out of the use of the Private Streets by the Indemnities and that are caused by the failure of the Association to design, construct, or maintain the Private Streets in accordance with City standards. The indemnification contained in this paragraph 3 shall apply regardless of whether a contributing factor to such damages or injury was the negligent acts or omissions of the Indemnities or their respective officers, employees, or agents.

4. That the owner of each lot shown on this plat agrees to release the Indemnities from claims for damages to property and injury to persons (including death) that arise out of the use of the Private Streets by the Indemnities and that are caused by the failure of the Association to design, construct, or maintain the Private Streets in accordance with City standards.

5. That the obligations of the Association and lot owners set forth in paragraphs 2, 3, and 4 above shall immediately and automatically terminate when the streets and other rights-of-way have been dedicated to and accepted by the City.

6. That no improvements shall be constructed or installed in the _____ Wall and Wall Maintenance Easement on Block _____, Lot _____ except for fencing, landscaping, underground drainage pipes, and underground sprinkler system.

7. That if Block _____, Lot _____ in the future becomes a public street as provided in the Declaration, Owner dedicates to the City a sidewalk easement on the portions of Block _____, Lot _____ on which a sidewalk is installed connecting the sidewalk on Block _____, Lot _____ into public sidewalks on _____, together with (a) the area lying between such sidewalks and the lot line of Block _____, Lot _____, and (b) the area lying within two feet of the other side of the sidewalks.

This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Cibolo, Texas.

WITNESS MY HAND, this _____ day of _____, 20__

By: _____

Owner/Developer

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose, and consideration therein expressed, as

_____ a Texas _____, in its capacity as

_____ of _____, a Texas limited partnership, on

behalf of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ of _____, 20__.

(Notary Seal)

NOTARY PUBLIC in and for the STATE OF TEXAS

Easement Note for Patio Homes and Single-Family Attached Residences

An easement for the benefit of each lot is hereby reserved over, across, and upon each lot adjoining to such lot for roof overhangs not exceeding two feet in width, and brick ledges which support exterior veneer walls and associated brick and veneers not exceeding six inches in width.

Conveyance Plat Note

All conveyance plats must be titled "Conveyance Plat" and carry the following wording:

A conveyance plat is a record of property approved by the city for the purpose of sale or conveyance in its entirety or interests thereon defined. No building permit shall be issued, nor permanent public utility service provided, until a final plat is approved, filed of record, and public improvements accepted in accordance with the provisions of the Unified Development Code of the City of Cibolo. Selling a portion of this property by metes and bounds, except as shown on an approved, filed, and accepted conveyance plat, final plat, or replat is a violation of the City of Cibolo UDC and State law.

Standard Notes for All Plats:

Notice: Selling a portion of this addition by metes and bounds is a violation of the Unified Development Code of the City of Cibolo and State platting statutes and is subject to fines and withholding of utilities and building permits.

Notice: Plat approval shall not be deemed to or presumed to give authority to violate, nullify, void, or cancel any provisions of local, state, or federal laws, ordinances, or codes.

Notice: The applicant is responsible for securing any Federal permits that may be necessary as the result of proposed development activity. The City of Cibolo is not responsible for determining the need for, or ensuring compliance with any Federal permit.”

Notice: Approval of this plat does not constitute a verification of all data, information and calculations supplied by the applicant. The Engineer of Record or Registered Public Land Surveyor is solely responsible for the completeness, accuracy and adequacy of his/her submittal whether or not the application is reviewed for code compliance by the City Engineers.

Notice: All responsibility for the adequacy of this plat remains with the engineer or surveyor who prepared them. In approving these plans, the City of Cibolo must rely on the adequacy of the work of the Engineer and/or surveyor of record.

Deed Restrictions Statement for Replats

To be processed as a replat "without property owner notification", and be controlling over the previous plat without vacating the previous plat the submittal must meet the following condition, and the following statement must be shown and certified to/by the property owner.

This statement is only used when replatting nonresidential zoned property. It should follow the dedication statement because the property owner is certifying to the statement.

BEING all of lots _____, Block _____

Section/Unit _____, Subdivision Addition Name _____, a

subdivision in the City of Cibolo, Guadalupe County, Texas, according to the plat recorded in Volume _____,

Page _____, of the Official Plat Records of the County Clerk of Guadalupe County, Texas.

I _____, hereby certify that deed restrictions do not exist upon the
(Property Owner)

property included within this Replat that limit said property to residential use for not more than two residential
units per lot.

PERFORMANCE BOND

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF GUADALUPE §

THAT WE, _____, as Principal, hereinafter called the "Developer" and the other subscriber hereto, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Cibolo, a municipal corporation, in the sum of _____ Dollars (\$) for the payment of which sum, well and truly to be made to the City of Cibolo and its successors, the said Developer for and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Developer has on or about this day executed a Contract in writing with the City of Cibolo for all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Developer shall faithfully and strictly perform Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of Contract and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City of Cibolo or its representatives, from the exercise of any diligence whatever in securing compliance on the part of the Developer with the terms of the Contract, and the Surety hereby waives any notice to it of any default, or delay by the Developer in the performance of his Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Developer in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City of Cibolo shall retain certain amounts due the Developer until the expiration of thirty days from the acceptance of the Work is intended for the City's benefit, and the City of Cibolo shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City of Cibolo or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be done there under, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the work to be done there under; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety there from.

It is further expressly agreed and understood that the Developer and Surety will fully indemnify and save harmless the City of Cibolo from any liability, loss, cost, expense, or damage arising out of or in connection with the work done by the Developer under the Contract.

If the Contract Price is greater than \$1.2 million and in the event that the City of Cibolo shall bring any suit or other proceeding at law on the Contract or this bond or both, the Developer and Surety agree to pay to the City the sum of 10 percent of whatever amount may be recovered by the City in suit or legal proceeding, which sum of 10 percent is agreed by all parties to be indemnity to the City for the expense of or time consumed by its City Attorney, his assistants, and office force, and other cost and damage occasioned to the City. This amount of 10 percent is fixed and liquidated by the parties, it being agreed by them that the exact damage to the City would be difficult to ascertain.

This bond and all obligations created hereunder shall be performable in Guadalupe County, Texas. This bond is given in compliance with the provisions of Article 5160, Revised Civil Statutes of Texas, as amended, which is

incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Developer and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation) _____

WITNESS: (if not a corporation) (Name of Developer)

By: By:

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

ATTEST/WITNESS: (SEAL) _____

(Full Name of Surety)

By: _____

Name: _____ (Address of Surety for Notice)

Title: _____

Date: _____

Original - City

Duplicate - Owner

Triplicate – City

IN TESTIMONY WHEREOF, WITNESS OUR HANDS and seal, this the _____ Day of _____, 20____.

Subdivider and Principal

Surety

By:

Attorney in Fact

APPROVED AND ACCEPTED, THIS THE ____ DAY OF _____ 20____.

CITY OF CIBOLO

BY: _____

TITLE: _____

Original - City

Duplicate - Owner

Triplicate – City

Preliminary Acceptance

PART I

DEVELOPER PETITION FOR PRELIMINARY ACCEPTANCE OF PUBLIC IMPROVEMENT(S) FOR: (Name/Section of Development).

STATE OF TEXAS §

COUNTY OF GUADALUPE §

CITY OF CIBOLO §

WHEREAS, _____, hereinafter called Owner, is the owner of the land described as _____ Subdivision, desires to file this, his (its) Petition, with the City Council of the City of Cibolo. This petition is being filed in accordance with the terms and provisions of the current Regulations.

NOW THEREFORE, KNOW ALL MEN BY THOSE PRESENT THAT _____(Owner) respectfully files this, a Petition with the City Council of the City of Cibolo for Preliminary Acceptance of the following described public improvements (list each improvement, the length of each improvement and the valuation of each improvement):

Water:

Sanitary Sewer:

Drainage:

Street:

Other:

OWNER, in filing this petition, sets forth the following information as required in current Regulations:

A. Attached hereto as Exhibit "A" is a true and correct copy of the itemized construction costs of the above described project (s). Construction was accomplished by:

Contractor Name: _____

at a total cost of \$ _____.

B. Attached as Exhibit "B" are two (2) true and correct copies of "as built" drawings certified to by a registered professional engineer.

C. Attached as Exhibit "C" are two (2) true and correct copies of field density tests and material source tests, certified by a recognized testing laboratory (Exhibit "C" is required only for street and alley improvements).

OWNER GUARANTEES:

A. All materials and workmanship to be in accordance with approved plans and specifications prescribed by the City, and

B. To correct any and all deficiencies not in accordance with approved plans and specifications as may be noted until final acceptance by the City Engineer and City Council.

IN TESTIMONY WHEREOF, WITNESS OUR HANDS and seal this, the _____ Day of _____, 20_____.

Subdivider and Principal

Surety By: _____

Attorney in Fact

APPROVED AND ACCEPTED, THIS THE _____ day of _____ 20_____.

CITY OF CIBOLO

BY: _____

TITLE: _____

Original - City

Duplicate - Owner

Triplicate – City

Final Acceptance

PART II

DEVELOPER PETITION FOR FINAL ACCEPTANCE OF PUBLIC IMPROVEMENT(S),
FOR: (Name/Section of Development).

WHEREAS, the City Council of the City of Cibolo, Texas approved the Preliminary Acceptance of the improvements listed in Part I Petition for:

_____ Subdivision; and

WHEREAS, the owner has maintained such improvements in good condition for at least one year from date of acceptance by the City Council; and

WHEREAS, the owner has corrected all deficiencies reported by the City of Cibolo,

It is therefore requested that final inspection be made of said improvements, that Final Acceptance be approved by the City Council of the City of Cibolo, and that the Owner be relieved of any further obligation to maintain or cause to maintain such improvements.

(Date)

By _____
(Owner)

Original - City

Duplicate - Owner

Triplicate – City

Final Acceptance

PART III

FINAL ACCEPTANCE

The above improvements listed in the petition have been inspected as required by current regulations, all required maintenance has been performed, and all noted deficiencies have been corrected. I recommend that the improvements described in the petition be accepted by the City of Cibolo and all maintenance on said improvements be assumed by the City.

(Date)

City Engineer, City of Cibolo, Texas

APPROVED AND ACCEPTED BY THE CITY COUNCIL OF THE CITY OF CIBOLO,
TEXAS, ON THIS, THE _____ DAY OF, _____ 20____ AD.

Mayor, City of Cibolo, Texas

City Secretary, City of Cibolo, Texas

Original - City

Duplicate - Owner

Triplicate – City