



**BUILDING PERMIT
PRE-PLAT AGREEMENT**

PERMIT NO. _____

This is an agreement between _____ and the City of Tyler, in regard to the platting of property located at _____ (Tyler, Texas/Tyler ETJ Zone 2, Smith County, Texas). _____ agrees to replat the property and the City of Tyler will issue a Building Permit for the (construction/remodeling/placement) of _____. In consideration of the responsibilities and requirements set forth herein, a Building Permit shall be issued even though the above-referenced property has not yet been platted. Upon completion of the (construction/remodeling/placement) and verification by the Building Inspection Division of the Development Services Department that all City codes have been met, including all requirements of Tyler City Code Chapter 10, and a legal plat is approved by the City of Tyler and recorded with Smith County, Texas, a Certificate of Occupancy for _____ to occupy the space will be issued by the City. Tyler City Code Section 10-140 or successor states that the developer will be responsible for the entire costs of designing and installing all public improvements which primarily serve the subdivision or addition. The parties hereby agree and acknowledge that the property referenced herein may be subject to dedication requirements, payment of fees, payment of construction costs, or associated escrow payments that are roughly proportionate to the proposed development.

No Certificate of Occupancy or Final Inspection will be issued if an approved plat is not recorded by completion of (construction/remodeling/placement). This agreement shall expire within ninety (90) days of the date of this agreement and **will not** be valid for the issuance of a building permit thereafter. The residential Building Permit Application and associated drawings are attached hereto as Exhibit "A" and are hereby incorporated herein.

**BARBARA HOLLY
DIRECTOR OF PLANNING**

APPROVED:

CITY ATTORNEY'S OFFICE

DATE

**STATE OF TEXAS §
COUNTY OF SMITH §**

This instrument was acknowledged before me on _____, _____, by _____.

Notary Public in and for the State of Texas