

Agreement No. _____

**GLENWYCK FARMS
SUBDIVISION IMPROVEMENT AGREEMENT**

Agreement between the Town of Westlake, Texas, (the "Town"), and GlenWyck Farms, Ltd., a Texas Limited Partnership (the "Developer"), owner of certain property, generally located along northwest Dove Road adjacent to the southern boundaries of the Town boundary, and as more particularly described by Exhibit "A", attached hereto and incorporated herein by reference.

This Agreement concerns the development of Glen Wyck Farms, a subdivision including 104 acres with 84 residential lots, and a public open space corridor of approximately 13.5 acres in the Town of Westlake, and for the installation of certain public improvements and community facilities (improvements) located therein; for off-site improvements necessary to support the subdivision; and for the assurance of completion and maintenance thereof.

SECTION 1. GENERAL REQUIREMENTS

- A. **Completion of Improvements.** The Developer covenants that all water and wastewater improvements, drainage improvements, roadway improvements, and other improvements for fire and emergency service, shall be installed prior to signing of the final plat. All such improvements, except internal roadways, shall also be dedicated to the Town prior to signing of the final plat. Developer further covenants that the off-site improvements to Dove Road and the open space corridor improvements referenced in section 3.A.2 of this Agreement shall be completed and dedicated to the Town within two (2) years of signing of the final plat; provided, however, that building permits for no more than thirty (30) lots may be issued within the subdivision until the open space corridor improvements have been installed and dedicated to the Town by the Developer.
- B. **Completion of Agreement.** This Agreement shall not be considered as complete, until three (3) sets of record drawings and one (1) set of sepia for the drawings for all streets and utilities including street lighting in the subdivision, certified by the Developer's engineer, are filed with the Town Engineer.
- C. **Covenant Running With the Land.** The covenants contained herein shall run with the land and bind all successors, heirs and assignees of the property owner. In addition those provisions of this Agreement as specified in Exhibit "B" shall be filed of record in the Deed Records of Tarrant County, Texas as evidence thereof.
- D. **Maintenance Security.** The Developer shall furnish or cause to be furnished to the Town either a maintenance bond, letter of credit or other fiscal security acceptable to the Town Attorney that guarantees maintenance of the required

public improvements for a period of not less than two (2) years following acceptance by the Town of all required public improvements. The security shall be in the amount of 100 percent of the costs of improvements for this period.

- E. Security for Completion of Dove Road. The Developer shall provide security in the form of a cash escrow to ensure the completion of Dove Road as stipulated in this Agreement. The security shall be in the amount of 100 percent of the funds estimated by the Town Engineer as outlined in Subsection 3.B.1. to be necessary to pay for all promises and conditions contained herein.
- F. Security for Completion of Residential Lot Improvements. The Developer shall provide suitable security in the form of a letter of commitment from the Developer's lender and acceptable to the Town Attorney to guarantee completion of all required lot improvements, including but not limited to, soil preservation, removal of debris and waste, and all other lot improvements required by the Town Engineer.
- G. Performance Bond. The Developer shall provide a performance bond from the contractor, with the Town as a co-obligee.
- H. Temporary Improvements. If temporary improvements, as related to this development, are required by ordinance, statute or federal laws, the Developer shall enter into and file a separate improvement Agreement and escrow, or authorized letter of credit, in an appropriate amount to ensure the proper construction, maintenance and removal of the temporary improvement. The Developer shall build and pay for all costs of temporary improvements required by the Town and shall maintain those improvements for the period specified by the Town.
- I. Developer's Engineer. The Developer must employ a civil engineer, as appropriate, licensed to practice in the State of Texas, for the design and preparation of the plans and specifications for the design and construction of all facilities covered by this Agreement.
- J. Contractor Acceptance. On all public improvements for which the Developer awards its own construction contract(s), the Developer must employ a construction contractor who meets the Town's regulatory standards and statutory requirements for being insured, licensed and bonded to do work in public streets and/or public projects, and qualified in all respects to bid on public streets and upon public projects of similar nature, as the case may be.
- K. Responsibility for Contractor/Subcontractor Fees. On all public improvements for which the Developer awards its own construction contract(s) or subcontracts, the Developer shall be responsible for all costs incurred in the procurement of such services, labor and materials.

- L. Upkeep of Property While in Development. The Developer and any third party, independent entity engaged in the construction of houses (the "Builder") will be responsible for mowing all grass and weeds and otherwise reasonably maintaining the aesthetics of all land and lots in the subdivision which have not been sold to third parties. After fifteen (15) days written notice, should the Developer or the Builder fail in this responsibility, the Town may contract for this service and bill the Developer or the Builder for reasonable costs. Should the cost remain unpaid for 90 days after notice, the Town may file a lien on the property so maintained.
- M. Homeowners' Association. The Developer shall establish the Glen Wyck Farms Homeowners' Association for the subdivision with by-laws and regulations consistent with this Agreement, the Town's pertinent ordinances, and development codes. The Developer shall submit the organizational documents to the Town Attorney for verification of the inclusion of pertinent terms of this Agreement. The Developer must file in the Deed Records of Tarrant County, Texas, a Declaration of Restrictions, Covenants and Conditions. Membership shall be mandatory for all homeowners. The homeowner's association shall establish a Architectural Control Committee. In addition, the Developer and the homeowner's association shall be responsible for maintaining all private streets, private utilities, and private common area and facilities, and for enforcing the Restrictions, Covenants and Conditions; but the Town also shall have the right to enforce the Restrictions, Covenants and Conditions in its sole discretion.

SECTION 2. CONSTRUCTION PROCEDURES

- A. Engineering Standards. Developer covenants that all public works projects and improvements shall be constructed in accordance with the Town's engineering standards.
- B. Preconstruction Conference. A preconstruction meeting between the Developer and the Town Engineer is required. The Developer or contractor(s) shall furnish to the Town a list of all subcontractors and suppliers that will be providing greater than a \$10,000 value to the subdivision.
- C. Conditions Prior to Construction. Prior to authorizing construction, the Town Engineer shall be satisfied that the following conditions have been met:
 1. The final plat reflects all Town conditions of approval and is signed.
 2. All required plans and contract documents, if any, shall have been completed and filed with the Town.
 3. All necessary off-site easements or dedications required for public facilities, not shown on the final plat, shall have been conveyed solely to the Town with proper signatures affixed.

4. All contractors participating in the construction shall be presented with a set of approved plans bearing the Town Engineer's stamp of release. These plans must remain on the job site at all times.
5. A complete list of the contractors, their representatives on the site, and telephone numbers where a responsible party may be reached at all times must be submitted to the Town.
6. All applicable fees must be paid to the Town. Approval of this Agreement shall not in any way constitute a waiver of fees required by ordinance for the development of this subdivision. The amount of the fees imposed will be that which is in effect at the time that services are requested.
7. The Developer or his Contractor must furnish to the Town an insurance policy of general liability in the amount of \$1,000,000, naming the Town as co-insured, prior to the commencement of any work.

D. Commencement of Excavation. The Developer or his Contractor may commence excavation on site upon the earlier date of the Town Engineer issuing comments from his initial review of the engineering plans or not sooner than ten (10) days following submission of the engineering plans which include off-site utility plans.

E. Inspections. Construction of all improvements shall be subject to periodic inspections by the Town Engineer or the Town Engineer's designee. The property owner and/or the Developer shall be responsible for completing and/or correcting public improvements not constructed in accordance with the Town's construction standards and specifications. Any change in design required during construction shall be approved by the Town Engineer.

SECTION 3. IMPROVEMENTS

A. Open Space Corridor

1. Land Dedication. The Developer covenants to dedicate or cause to be dedicated to the Town approximately 13.5 acres as situated and indicated in the Town approved preliminary plat for the subdivision. Said dedication of fee simple title and interest shall be made prior to the commencement of any improvements within the subdivision and must be made with a metes and bounds description. The 13.5 acres shall be used as a public open space corridor (the "Corridor") pursuant to Section 14 of the Subdivision Regulations.
2. Obligations for Improvements
 - a. The Developer shall obtain a Town approved landscape plan that

includes all open space corridor improvements based on the Town's Open Space Plan and standards; and

- b. The Developer shall construct and be responsible for any and all costs associated with and necessary to provide improvements within the Corridor. Plans for the improvements must be submitted to the Town Planner for approval before work is commenced. The Developer covenants to provide the following improvements:
 - i. an 8-foot wide graded hike and bike trail;
 - ii. two pedestrian bridges;
 - iii. two ponds with circulation systems;
 - iv. an entryway portal structure;
 - v. parking facilities;
 - vi. rock work/hardscape; and
 - vii. landscaping.
- c. The Developer shall be responsible for all design costs for the pedestrian underpass beneath Dove Road at the hike and bike trail and shall place \$85,000, the equivalent of one-half of the estimated cost to construct the underpass, in escrow with the Town. The Developer shall work with the Town and adjacent property owner(s) toward installing the complete underpass during the development of GlenWyck Farms. If prior to the completion of the improvements contemplated in this Section 3.A., the Town is unable to obtain the other one-half of the easement required to construct the underpass, the Developer's escrow shall satisfy its requirement to build and participate in the cost of the underpass.
- d. All landscaping shall be in accordance with the Town's Landscaping, Tree Preservation and Open Space ordinances. Variations from any of the ordinances shall be made in accordance with the applicable ordinance provisions and shall meet or exceed the goals of the ordinance.
- e. The homebuilder(s) shall be responsible for providing landscaping for each individual lot as required by the Town's Unified Development Code.

3. Maintenance Responsibility

The GlenWyck Farms Homeowners' Association shall maintain the corridor for the first three years following the completion of the

improvements. After this period, the homeowners' association shall share equally in the costs of maintaining the improvements and character of the Corridor. The Town shall keep a record of its expenses incurred in the maintenance and repair of the corridor and its improvement, and forward an accounting to the homeowners' association which shall be responsible for paying fifty (50) percent of the costs incurred by the Town not later than 60 days after receipt of the written request for payment. Contribution by the homeowners' association towards maintenance of the Corridor shall cease when, and if, the Town imposes and collects ad valorem taxes on the property within the subdivision.

4. **Access to Corridor.** Public access to the open space corridor shall be provided in accordance with the Town approved preliminary plat.
5. **Corridor Lighting.** The Town reserves the right to add improvements to the Corridor in accordance with the Open Space Plan. The Corridor shall serve as passive park with only limited amount of lighting added to the park in accordance with the Town standards for maximum spill-over light at the residential property line, and with nominal illumination to provide for security or aesthetic effect. In no case shall a lighting source be directly visible from a residential property.

B. **Streets**

1. To provide for two-inch topping and base repair, where necessary, on the full width of that portion of Dove Road which abuts the subdivision property boundaries, the Developer shall place the sum of \$85,000 into escrow with the Town prior to the approval and release of the construction plans and shall dedicate to the Town right-of-way along Dove Road in accordance with the Town's Major Thoroughfare Plan, standards and specifications.
2. The Developer shall build all interior streets pursuant to the Town approved plans and standards, and specifications approved within the preliminary plat and in accordance with any conditions required by the Town Engineer, and/or the Town's Board of Aldermen to ensure the safe passage of motorists and pedestrians.
3. The Developer shall enter into a long-term Agreement with the Town for the maintenance of the private streets and access gates. Emergency vehicular access shall be provided for the Town and other public entities in a method established by the Town Fire Chief, at the Developer's sole cost.

C. On-Site Sanitary Sewer. Sewer lines, connections or extensions shall be located outside the limits of detention ponds or other water features when possible.

D. Amenities.

1. The Developer may construct a monument sign as approved by the Town Planner near the intersection of Dove Road and Randol Mill Road to serve as an entry point to the Town and to the subdivision.
2. The Homeowners' Association shall maintain the monument sign and all Town approved landscaping features within the island of the intersection of Dove Road and Randol Mill Road and within the center islands of each cul de sac, where so constructed.
3. Culverts where required shall consist of stone-faced construction.

SECTION 4. OTHER DEVELOPMENT REQUIREMENTS

A. Housing Requirements

1. The following standards are required of all houses within the subdivision:
 - a. a minimum of 3,500 square feet of air conditioned, liveable floor space;
 - b. roofing materials with a minimum 30-year rating. Wood roofing shall not be allowed;
2. Corner lots shall have a 40-foot front building line and a 40-foot side street building line. Garages shall not face the street unless set back 20 feet beyond the front or side building lines, as the case may be.

B. Fencing and Wall Requirements.

1. No solid fencing shall be allowed unless made of stone and form an integral part of the entry features or signage. To provide continuity in the fencing, all open fencing adjacent to the open space corridor or common areas shall be made of matching wrought iron or of a similar corrosion-resistant material as approved by the Glen Wyck Farms Architectural Control Committee.
2. Wing walls, as an architectural feature to the house and constructed of the same materials as the main house, shall be permitted provided that placement is in accordance with the required front building setback(s). Retaining walls are permitted and may serve as a base for open fencing.

C. Oversizing Facilities. The Developer shall oversize water and sewer facilities as required by the Town's Master Plan for Water Facilities and Master Plan for Wastewater Facilities and in accordance with the Town's standards and specifications.

D. Off-site Water.

1. Until such time that the Town is prepared to furnish water directly, Southlake may provide water service to the GlenWyck Farms development through a temporary/emergency connection approved by the Town. If Southlake serves as the water source for the development, the Developer shall extend off-site water mains necessary to connect to the City of Southlake water system prior to final plat signing.
2. Prior to final plat signing, the Developer shall pay the fees and costs, necessary to access the Southlake water system and to serve the development. The Town herein agrees that road right-of-way may be used for extending and tying line(s) necessary to service the development at such locations and depths as the Town may direct. However, the Developer covenants that any other necessary and related private easements for the placement of a water line(s) and related facilities shall be obtained and dedicated to the Town.
3. The Developer agrees, should the Town require it, to extend a 12" water line from the northwest corner of the Developer's property westward to the east side of the current intersection of Precinct Line Road and Dove Road. The Town shall pay for the construction of the line when and as it is completed, but the Developer shall pay for all necessary engineering and design criteria. The Town shall be responsible for obtaining all easements necessary for the construction of the line.
4. Attached hereto and made a part hereof is a drawing (Exhibit 'B') showing the size and projected locations of all off-site and on-site water lines and flow meters to be constructed by the Developer in connection with the development of GlenWyck Farms. These facilities must be dedicated to the Town.

E. Off-site Sewer.

1. Prior to final plat signing the Developer shall extend an off-site 15 inch sanitary sewer northeasterly to connect in the existing 18 inch City of Southlake N-1 sewer in accordance with the Town's Master Plan for Wastewater Facilities. The Developer shall obtain the necessary and related easements for placement of the line(s) and related facilities, which must be dedicated to the Town.

2. The reimbursement for oversizing costs shall be the difference between the proposed 15 inch sewer line and the projected cost of a 12 inch sewer line constructed along the same alignment, as determined by the Town Engineer.
3. Until such time as the Town becomes a participating member of or contracting party with the Trinity River Authority for the treatment of wastewater and sewage or has obtained capacity for treatment by some other contractual means, the Town will contract with the City of Southlake for wastewater and sewage treatment for the development. The Town will cooperate fully with the Developer to request that the City of Southlake process through its capacity sewage for the 84 lots contained in the Glen Wyck Farms subdivision. All Glen Wyck Farms, lot owners shall be customers of the Town.

F. Town Participation.

1. Pursuant to the Interlocal Agreement between the Town and the City of Southlake for the Use of the N-1 Sewer Line (dated August 29, 1995), the Town shall pay the fees necessary for the development to tap into the N-1 line in accordance with the Interlocal Agreement. The Developer shall provide ten (10) days notice to the Town of its scheduled date to connect with the N-1 line, and at such time shall pay to the Town its prorata share of the costs to access and tap into the N-1 line.
2. The Developer shall pay its proportionate share of the costs for accessing the City of Southlake sewer line and the Denton Creek Regional Wastewater System/Denton Creek Pressure System (DCPS) based on 104 acres being developed within the drainage basin. The estimated percentage and dollar amounts due shall be calculated by the Town Water and Sewer Engineer in accordance with the Interlocal Agreement and documentation by the City of Southlake of its line costs.
3. The Agreement in this section constitutes participation by the Town in the cost of providing public improvements. The Developer will utilize the competitive bid and procurement requirements of Chapter 252 of the Texas Local Government Code for the construction of the off-site water and sewer lines necessary to serve the project.
4. The arrangements described in Sections 4D and 4E are subject to the Town reaching a final written Agreement with the City of Southlake in accordance with the oral understandings reached between the Town and the City of Southlake on June 8, 1999.

SECTION 5. GENERAL PROVISIONS

A. Acceptance of Dedications. No dedication of required public improvements

shall be accepted until the Developer's engineer has submitted a certified detailed as-built record drawing of the property, the location, dimensions, materials and other information required by the Town's Board of Aldermen or the Town Engineer. Acceptance of the development shall mean that the Developer has transferred all rights to all the public improvements to the Town or to another authorized public entity for use and maintenance.

- B. **Assignment.** This Agreement, any part thereof, or any interest herein shall not be assigned by the Developer without the express written consent of the Town.
- C. **Default Remedies.** If the Developer fails to construct or install the required public improvements within the terms of this Agreement, the Town may:
 - 1. Declare this Agreement to be in default and require that all the public improvements be installed regardless of the extent of completion of the development at the time the Agreement is declared to be in default;
 - 2. Suspend final plat recording until the public improvements are completed and record a document to that effect for the purpose of public notice;
 - 3. Obtain funds under the security and complete the public improvements itself or through a third party. Prior to drawing on any form of security, the Town shall provide the property owner with notice and give the property owner a reasonable opportunity to cure;
 - 4. Assign its right to receive funds under the security to any third party, including a subsequent owner of the subdivision for which public improvements were not constructed, in whole or in part, in exchange for that subsequent owner's promise to complete the public improvements on the tract; or
 - 5. Exercise any other rights available under the law.
- D. **Waiver.** No covenant or condition of this Agreement may be waived without consent of the parties. Forbearance or indulgence by the Town shall not constitute a waiver of any covenant or condition to be performed under this Agreement.
- E. **Building Permits.** Building permits for no more than thirty (30) lots shall be issued within the subdivision until completion of the open space corridor improvements referenced in section 3.A.2 of this Agreement.
- F. **Certificate of Occupancy.** No certificate of occupancy for any residential dwelling will be issued until the supporting public works infrastructure within the subdivision has been accepted by the Town or other public entity authorized to accept such improvements.

G. Responsibility for Compliance with Engineering Standards. Approval of the Town Engineer or other Town employee of any plans, designs or specifications submitted by the Developer under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of responsibility or liability by the Town for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants, or employees, it being the intent of the parties that approval by the Town Engineer signifies the Town's approval of only the general design concept of the improvements to be constructed.

H. Independent Contractor Status. The Developer covenants that it is an independent contractor and not an officer, agent, servant or employee of the Town; that the Developer shall have exclusive control of the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontracts and consultants; that the doctrine of respondeat superior shall not apply as between the Town and the Developer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between the Town and the Developer.

I. General Indemnity Provisions. The Developer must waive all claims, fully release, indemnify, defend and hold harmless the Town and all of its officials, officers, agents, consultants, and employees, collectively or individually, personally or in their official capacities, from all claims, suits or causes of any nature whatsoever, whether real or asserted, brought for or on account of any injuries or damages to persons or property, including death, resulting from, or in any way connected with or arising out of this Agreement, any activity or use pursuant to the Agreement, or the construction of improvements contemplated in this Agreement to be developed by the Developer, its contractors, subcontractors, agents or employees; or resulting from any failure to properly safeguard the work or on account of any act, intentional or otherwise, neglect or misconduct of the Developer, its contractors, subcontractors, agents or employees. This indemnity shall apply whether the negligence is contractual, comparative negligence, concurrent negligence, gross negligence or any other form of negligence. The Town shall be responsible only for the Town's sole negligence. Provided, however, that nothing contained in this Agreement shall waive the Town's defenses or immunities under Section 101.001 et seq. of the Texas Civil Practice and Remedies Code.

J. Indemnity Against Design Defects. The Developer further covenants to, and does hereby fully indemnify, hold harmless and defend at the Developer's expense for a period of four (4) years after the acceptance

by the Town of the completed construction project, the Town, its officials, officers, agents, servants, consultants and employees, collectively or individually, personally or in their official capacity, from all claims, suits or causes of action of any nature whatsoever, whether real or asserted, brought for or on account of any injuries or damages to persons or property, including death, resulting from, or in any way connected with, the plans, specifications and design of the improvements contemplated herein to be developed by the Developer which are prepared by or caused to be prepared by Developer, its architect, engineer or agent thereof. The Developer specifically acknowledges that approval of the plans, specifications or design by the Town Engineer or any other Town employee shall not constitute or be deemed to be a release of the indemnity of the Developer.

K. Venue. Venue of any action brought hereunder shall be in Fort Worth, Tarrant County, Texas.

L. Tax Exemptions. The Town is an exempt organization under Section 151.309 of the Tax Code, and improvements constructed under this Agreement will be dedicated to public use and accepted by the Town upon acknowledgment by the Town of completion under Section 5 of this Agreement.

1. The purchase of tangible personal property, other than machinery or equipment and its accessories, repair and replacement parts, for use in the performance of this Agreement is therefore exempt from taxation under Chapter 151, Tax Code, if the tangible property is:
 - a. necessary and essential for the performance of the Agreement; and
 - b. completely consumed at the job site.
2. The purchase of a taxable service for use in the performance of this Agreement is exempt if the service is performed at the job site and if:
 - a. this Agreement expressly requires the specific service to be provided or purchased by the person performing the Agreement; or
 - b. the service is integral to the performance of the Agreement.

M. Third Party Beneficiaries. For purposes of this Agreement, including its intended operation and effect, the parties (Town and Developer) specifically agree and contract that (1) the Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, other than the Developer's lender, notwithstanding the fact that such the third persons or entities may be in a contractual relationship with the Town or Developer or

both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either the Town or Developer.

N. Authority to Act. The parties (Town and Developer) each represent and warrant that the signatories on this Agreement are authorized to execute this Agreement and bind his/her principals to the terms and provisions hereof. Each party warrants that any action required to be taken in order for this Agreement to be binding on it has been duly and properly taken prior to the execution of this Agreement.

SIGNED AND EFFECTIVE as of the 20 th day of Aug, 1999.

GLENWYCK FARMS LTD.

By FOUR PEAKS - Glen Wyck
General Partner

By Rich - McAdams
its President

TOWN OF WESTLAKE, TEXAS

By Scott Bradley
Scott Bradley, Mayor

ATTEST:

Dee C. Crossen
Town Secretary

FORM APPROVED BY:

L. Stanton Lowry, Town Attorney

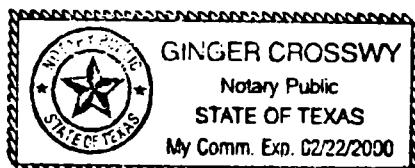
THE STATE OF TEXAS

COUNTY OF TARRANT

§
§ GLENWYCK FARMS, LTD.
§ ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared David McCall, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he has authority to act on behalf of GlenWyck Farms, Ltd., a Texas limited partnership authorized to do business in Tarrant County, and that GlenWyck Farms, Ltd. is the sole and exclusive owner of the property described herein, and that same was the act of said GlenWyck Farms, Ltd., and that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25 day of ^{August} 1999.



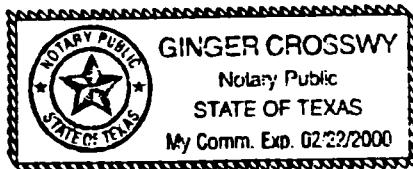
THE STATE OF TEXAS

COUNTY OF TARRANT

§
§ TOWN OF WESTLAKE
§ ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared Scott Bradley, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that same was the act of the Town of Westlake, and that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23 day of ^{August} 1999.



Ginger Crosswy
Notary Public in and for the State of Texas