

Location: 1361 Wet-N-Wild Way

Property Owner: D R Horton, Inc

301 Commerce St, Ste 500

Fort Worth TX 76102

About the Project

D R Horton, Inc is relocating their world headquarters to Arlington.

Goals of the Project

Corporate relocation; job creation and property tax base enhancement

Current Status

Permitting is currently in process

Benefit to City

350-500 jobs created; development of 200,000 SF of new owner-occupied Class A office space; Approximately \$3.9 million in net revenues over a 10 year period per economic impact analysis

Year Approved by Council	2015
Base Year	n/a
Beginning Year	FY16 (estimated)
Ending Year	to be determined by employment numbers
Duration	to be determined by employment numbers
Base Year Value	n/a
Property Tax Account Number(s)	n/a
Total Rebate Allowed	\$ 5,500,000
Total Estimated Investment by Company	\$ 30,000,000

- Criteria Evaluated** Submit an administratively complete application for a building permit to the City for construction of the Project no later than August 1, 2016
- Complete the project and submit an administratively complete application for a Certificate of Occupancy no later than December 31, 2017
- Make a capital investment in the Project (including land, building, and parking costs) which may exceed \$20,000,000
- Relocate the corporate headquarters for D R Horton, Inc to the completed Project no later than six months after the Certificate of Occupancy deadline for the term of this agreement
- Provide at least 350 jobs at the completed Project no later than six months after the Certificate of Occupancy deadline; length of term of agreement may fluctuate depending on the actual number of jobs
- Conduct shareholder meeting in Arlington each calendar year after the corporate headquarters has been located at the Project for the term of the agreement
- Conduct vendor meetings and events, and other corporate activity related events in the City of Arlington no less frequently than four per calendar year, beginning in the year following the relocation of the corporate headquarters
- Do not fail to render for taxation any business personal property owned by Owner and located within the City of Arlington
- Do not allow ad valorem taxes to become delinquent on any property located within the City of Arlington
- Do not knowingly employ any undocumented workers

Incentives Allowed

- Three grant payments totaling \$5,500,000 paid out in equal payments upon the following timeline:
- first payment after Owner submits proof to City that Owner has secured a building permit for the Project
 - second payment after Owner submits proof to City that Owner has secured a Certificate of Occupancy for the Project
 - third payment after the first anniversary of Owner receiving a Certificate of Occupancy for the Project

Resolution No. 15-155

A resolution authorizing the execution of a Chapter 380 Program Agreement for Economic Development Incentives by and between D.R. Horton, Inc. and the City of Arlington, Texas relative to the development of 1361 Wet-N-Wild Way in Arlington, Texas as D.R. Horton, Inc.'s corporate headquarters

WHEREAS, CITY has found that providing a program consisting of a grant of funds to D.R. Horton, Inc. (hereinafter referred to as "OWNER") in exchange for OWNER'S completion of the project proposed by OWNER will promote local economic development and stimulate business and commercial activity and create jobs within the City of Arlington (hereafter referred to as "PROGRAM"); and

WHEREAS, CITY has determined that the PROGRAM will directly establish a public purpose and that all transactions involving the use of public funds and resources in the establishment and administration of the PROGRAM contain controls likely to ensure that the public purpose is accomplished; and

WHEREAS, Chapter 380 of the Local Government Code provides statutory authority for establishing and administering the PROGRAM provided herein; and,

WHEREAS, the Arlington City Council has elected to participate in economic development incentives in accordance with V.T.C.A. Local Government Code, Chapter 380, and has adopted policy statements, guidelines, criteria and procedures for evaluating and considering applications and agreements for such incentives; NOW THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That all of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

II.

That the City Manager or his designee is authorized to execute a Chapter 380 Program Agreement for Economic Development Incentives with OWNER to provide certain economic incentives associated with the development of 1361 Wet-N-Wild Way in Arlington, Texas as OWNER's corporate headquarters.

III.

In authorizing the execution of and in executing the referenced agreement, the City of Arlington, Texas, through its City Council and City officials, hereby exercises a governmental function in accordance with but not limited to Section 101.0215 of the Texas Civil Practices and Remedies Code.

IV.

A substantial copy of the Chapter 380 Program Agreement for Economic Development Incentives is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

PRESENTED AND PASSED on this the 4th day of August, 2015, by a vote of 8 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.

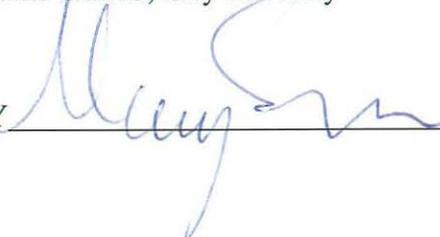


W. JEFF WILLIAMS, Mayor

ATTEST:


MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY 

THE STATE OF TEXAS § CHAPTER 380 PROGRAM AGREEMENT
 § FOR ECONOMIC DEVELOPMENT
COUNTY OF TARRANT § INCENTIVES

THIS AGREEMENT is executed by and between **D.R. HORTON, INC.**, an entity authorized to do business in Texas (hereafter referred to as “OWNER”), its address being 301 Commerce Street, Suite 500, Fort Worth, Texas 76102, and the **CITY OF ARLINGTON, TEXAS**, a home-rule city and municipal corporation of Tarrant County, Texas, acting by and through its City Manager or his designee, (hereafter referred to as “CITY”).

WITNESSETH:

WHEREAS, OWNER has purchased vacant land located at 1361 Wet-N-Wild Way and intends to develop the site as their corporate headquarters; and

WHEREAS, OWNER has requested assistance from the CITY to offset costs of developing the site, including a deceleration lane on Wet-N-Wild Way to serve the site, construction of approximately 500 parking spaces, 450 of which will be located in a structured parking facility, and necessary on-site and off-site drainage improvements; and

WHEREAS, CITY has found that providing a program consisting of a grant payments and other incentives to OWNER in exchange for OWNER’S completion of the project proposed by OWNER will promote local economic development and stimulate business and commercial activity and create jobs within the City of Arlington (hereafter referred to as “PROGRAM”); and

WHEREAS, CITY has determined that the PROGRAM will directly establish a public purpose and that all transactions involving the use of public funds and resources in the establishment and administration of the PROGRAM contain controls likely to ensure that the public purpose is accomplished; and

WHEREAS, Chapter 380 of the Texas Local Government Code provides statutory authority for establishing and administering the PROGRAM provided herein; NOW THEREFORE,

The CITY and OWNER, for and in consideration of the mutual covenants and promises contained herein, do hereby agree, covenant and contract as set forth below:

I.
Definitions

A. “Development Fees” is defined as all fees due by OWNER to the City of Arlington for the Project, including, but not limited to, plan review fees, building

permit and inspection fees, park fees, irrigation review and inspection fees, early grading permit fees, landscape plan review fees, public utilities inspection fees, fire alarm permit and inspection fees, sprinkler system permit and inspection fees, fire pump permit and inspection fees, certificate of occupancy fees, water and sewer tap fees, water activation fees, meter and detector check fees, water and sewer impact fees, and roadway impact fees.

- B. “Development Period” is defined as the time period commencing when OWNER submits construction plans for the Project to the City of Arlington and ending when OWNER is issued a final certificate of occupancy for the completed Project.
- C. “Job” is defined as a permanent, full-time employment position that results in actual employment on the Premises of at least 1,820 hours per position in a year. It shall not include part-time employment.
- D. “Premises” are defined as the real property located at 1361 Wet-N-Wild Way as described in **Exhibit “A.”**
- E. “Project” is defined as OWNER’S construction of a new corporate headquarters campus consisting of approximately 150,000 square feet of office space and approximately 500 parking spaces, 450 of which will be located in a structured parking facility located on the Premises.

II.
Term

This Agreement shall be effective as of the date of execution by all parties (the “Effective Date”). This Agreement will terminate on the 20th anniversary of the Effective Date unless such term is reduced in accordance with Subsection IV.E. below, or sooner terminated in accordance with this Agreement.

III.
General Provisions

- A. The Premises are not in an improvement project financed by tax increment bonds.
- B. The Premises are not owned or leased by any member of the City Council or any member of the Planning and Zoning Commission of CITY.

IV.
Project Conditions

OWNER shall satisfy the following payment conditions as a condition to receiving payments of incentives from the CITY as described in Section V, to avoid

termination of this Agreement pursuant to Section VII and to avoid repayment penalties under Section VIII this Agreement:

- A. OWNER shall submit an administratively complete application for a building permit to the CITY for construction of the Project no later than August 1, 2016; provided that such date may be extended upon mutual written agreement of both parties.
- B. OWNER shall complete the Project and submit an administratively complete application for a certificate of occupancy no later than December 31, 2017; provided that such date may be extended (1) upon written agreement of both parties; or (2) by OWNER for a maximum of six months if the extension is the result of construction delays. Such deadline, including any authorized extensions thereto, shall be referred to herein as the (the "C.O. Deadline").
- C. OWNER shall make a capital investment in the Project (including land, building, and parking costs) which the CITY estimates will exceed Twenty Million Dollars (\$20,000,000).

OWNER shall satisfy the following performance conditions to avoid termination of this Agreement pursuant to Section VII and to avoid repayment penalties under Section VIII of this Agreement:

- D. OWNER shall relocate the corporate headquarters for D.R. Horton, Inc. to the completed Project no later than six months after the C.O. Deadline, and maintain the completed Project as the corporate headquarters for D.R. Horton, Inc. for the term of this Agreement; provided that the commencement date of such relocation may be extended upon written agreement of both parties.
- E. OWNER shall provide and fill at least 350 Jobs at the completed Project no later than six (6) months after the C.O. Deadline. OWNER shall provide a notarized certificate evidencing the number of Jobs at the completed Project no later than seven (7) months after the C.O. Deadline. If OWNER provides and fills more than 350 Jobs, then the term of the Agreement shall be reduced in accordance with the following table. Even though OWNER's Jobs numbers may fluctuate, any reduction in this Agreement's term shall be established when OWNER provides written documentation of the initial Jobs numbers.

<u>Number of Jobs</u>	<u>Term of the Agreement</u>
350	20 years
400	18 years
450	16 years
500	14 years

- F. OWNER shall conduct the annual shareholder meeting every calendar year in the City of Arlington, starting in the calendar year following relocation of the

corporate headquarters to the completed Project, during the term of the Agreement.

- G. OWNER shall conduct vendor meetings and events, and other corporate activity related events, in the City of Arlington no less frequently than four (4) per calendar year, starting in the calendar year following relocation of the corporate headquarters to the completed Project, during the term of the Agreement.
- H. OWNER shall not fail to render for taxation any business personal property owned by OWNER and located within the City of Arlington.
- I. OWNER shall not allow the ad valorem taxes owed to CITY on any property owned by OWNER and located within the City of Arlington to become delinquent beyond the last day they can be paid without assessment of penalty, as such date is generally extended to allow for any appeal.
- J. OWNER covenants and certifies that OWNER does not and will not knowingly employ an undocumented worker as that term is defined by section 2264.001(4) of the Texas Government Code. In accordance with section 2264.052 of the Texas Government Code, if OWNER is convicted of a violation under 8 U.S.D. Section 1324a(f), OWNER shall repay to the CITY the full amount of the incentives provided under Section V of this Agreement, plus ten percent (10%) per annum from the date the incentive payment(s) was made. Repayment shall be paid within 120 days after the date OWNER receives notice of violation from the CITY (i.e., a notice of conviction).

V.

Incentives

- A. In exchange for OWNER's satisfaction of the payment conditions set forth in Sections IV. A., B. and C. above, CITY agrees to pay to OWNER three (3) grant payments totaling Five Million Five Hundred Thousand Dollars (\$5,500,000) paid out in equal payments as follows:
 - 1. First Payment — An amount not to exceed One Million Eight Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$1,833,333.33) paid to OWNER 30 days after OWNER submits proof to CITY that OWNER has secured a building permit for the Project.
 - 2. Second Payment — An amount not to exceed One Million Eight Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$1,833,333.33) paid to OWNER 30 days after OWNER submits proof to CITY that OWNER has received a certificate of occupancy for the Project.

3. Third Payment — An amount not to exceed One Million Eight Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$1,833,333.33) paid to OWNER 30 days after the first anniversary of OWNER receiving a certificate of occupancy for the Project.
- B. OWNER shall apply for and receive all required permits and other licenses and certificates required by the CITY for construction of the Project. During the Development Period, the CITY shall waive all Development Fees. In regards to waived roadway impact fees and water and sewer impact fees, pursuant to Section 1.19(c) of the Impact Fee Chapter in the Arlington Code of Ordinances, the CITY will cause an appropriation of CITY funds, in the amount of the impact fees due by OWNER, to the account for the services area in which the Project is located. The CITY will also work with OWNER to establish a procedure by which the CITY can expedite all CITY development approvals, including permits and inspections for the Project. At a minimum, the CITY agrees to act on an administratively complete building permit application within 45 days after the application is filed with the CITY, and the CITY agrees to issue a certificate of occupancy within ten (10) days after receipt of a request for a final inspection if the Project fully complies with applicable requirements for the issuance of a certificate of occupancy. Delays resulting from the CITY's wrongful act or failure to act will extend the schedule and OWNER's performance obligations a like amount of days. In addition, the CITY will provide a dedicated staff member to assist with real-time plan review and inspection.
 - C. The three grant payments provided for in Subsection V.A. above shall total Five Million Five Hundred Thousand Dollars (\$5,500,000) provided, however, that such amount shall be reduced by the amount of Development Fees waived during the Development Period under Subsection V.B. such that each payment may be less than One Million Eight Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$1,833,333.33).
 - D. Under no circumstances shall the total amount of incentives provided by the CITY to OWNER under this Section, inclusive of the three grant payments as well as the Development Fee waivers, exceed Five Million Five Hundred Thousand Dollars (\$5,500,000).
 - E. As of the Effective Date, the CITY has assigned Five Million Five Hundred Thousand Dollars (\$5,500,000) in the City of Arlington General Fund for the sole purpose of performing the CITY's obligations under this Agreement, which funds are held in the Innovation Venture Capital Fund for that purpose. Notwithstanding the foregoing, the payment to OWNER of any incentives is subject to the OWNER's satisfaction of the payment conditions set forth in Sections IV. A., B., and C. above, and the payment schedule provided for in Section V.A.

VI.

**Procurement of Goods and Services from Arlington Businesses
and/or Historically Underutilized Businesses; Community Cooperation**

- A. In performing this Agreement, OWNER agrees to use diligent efforts to purchase all goods and services from Arlington or Tarrant County businesses whenever such goods and services are comparable in availability, quality and price. As a matter of policy with respect to CITY projects and procurements, CITY also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at least 51% of the ownership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, suppliers or other personas or organizations proposed for work on this Agreement, the OWNER agrees to consider this policy and to use their reasonable best efforts to select and employ such companies and persons for work on this Agreement.

- B. In performing this Agreement, OWNER agrees to use commercially reasonable efforts to:
 - 1. Create opportunities for its employees to receive information regarding residential relocation to the City of Arlington.
 - 2. Cooperate with education institutions in the City of Arlington to create apprenticeships, internships and mentoring opportunities.
 - 3. Cooperate with the City of Arlington in future business developments and recruitment efforts when appropriate.

VII.

Default and Termination

- A. OWNER is considered to be in default under this Agreement if OWNER fails to satisfy the conditions in Section IV of this Agreement. The CITY is considered to be in default under this Agreement if CITY fails to fulfill its obligations under Section V of this Agreement. If either OWNER or CITY defaults (a "Default"), the defaulting party shall cure such Default within 30 days after the delivery of written notice of such Default from the other party, or if such failure cannot be cured within such 30-day period in the exercise of all due diligence, then if defaulting party commences an attempt to cure within such 30-day period, such longer period as the party thereafter continues diligently to prosecute the cure of such Default. Notice of a Default shall be in writing and shall be delivered by personal delivery or certified mail to the defaulting party at its address provided in Section X of this Agreement.

- B. If OWNER does not cure a Default of Sections IV. A., F., or G. in the time period allowed by this Agreement, the CITY's sole remedy is to terminate this

Agreement. If OWNER does not cure a Default of Sections IV. B., C., D., E., H., or I. in the time period allowed by this Agreement, the CITY's sole remedy is to terminate this Agreement and seek repayment by OWNER of incentives detailed in Section VIII.

- C. If the CITY does not cure a Default within 30 days after the delivery of written notice, OWNER's remedy is to seek specific performance of the terms of this Agreement.

VIII.
Repayment of Incentives

- A. During the term of this Agreement, should OWNER fail to cure a Default of Sections IV. B., C., D., E., H., or I. in the time period allowed by this Agreement, the CITY may terminate this Agreement and seek repayment by OWNER of incentives paid in accordance with the following schedule:
 - 1. Termination occurs within first five (5) years from First Payment: CITY may seek repayment of up to 100% of the incentives paid.
 - 2. Termination occurs after first five (5) years from First Payment: CITY may seek repayment of a prorated amount of the incentives paid based upon the number of years remaining in the term of the Agreement. (Example: termination occurs in year seven (7) with 11 years remaining in the term of the Agreement, repayment due is \$3,361,111.11 or 11/18 of \$5,500,000).
- B. Repayment of incentives paid shall become due 60 days following receipt of such demand.
- C. This Section VIII shall survive the termination of this Agreement.

IX.
Effect of Sale or Lease of Property

OWNER has the right (from time to time without the consent of CITY, but upon 15 days advanced written notice to CITY) to assign this Agreement, in whole or in part, to any entity that is controlled by or under common control with OWNER. OWNER has the right (from time to time without the consent of CITY, but upon 15 days advanced written notice to CITY) to collaterally assign this Agreement, in whole or in part, to OWNER's lender providing funds for construction of the Project. All other assignments must be approved in writing by CITY.

X.
Notice

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail postage prepaid or by hand delivery:

OWNER: D.R. Horton, Inc.
Attn: Ted Harbour
301 Commerce Street, Suite 500
Fort Worth, Texas 76102

CITY: City of Arlington
City Manager's Office
Attn: Economic Development Manager
P.O. Box 90231
Arlington, Texas 76004-3231

XI.
City Council Authorization

This Agreement was authorized by resolution of the City Council authorizing the City Manager or his designee to execute this Agreement on behalf of the CITY.

XII.
Severability

In the event any section, subsection, paragraph, sentence, phrase or word is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

XIII.
No Third-Party Beneficiaries

For purposes of this Agreement, including its intended operation and effect, the parties specifically agree that: (1) the Agreement only affects matters/disputes between the parties to this Agreement (other than as specifically set forth herein with respect to assignment of this Agreement by OWNER to an affiliate of OWNER), and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with CITY or OWNER 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 CITY or OWNER.

XIV.
Remedies; No Waiver

- A. Except as otherwise provided in Section VII, if a party is in default, the aggrieved party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity.
- B. The CITY waives its governmental immunity from suit and immunity from liability as to any action brought by OWNER resulting from an uncured default by the CITY.
- C. No covenant or condition of this Agreement may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

XV.
Estoppel Certificate

Any party hereto may request an estoppel certificate from another party hereto, so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which if requested, will be addressed to a subsequent purchaser or assignee of OWNER, shall include, but not necessarily be limited to, statements that this Agreement is in full force and effect without Default (or if Default exists the nature of same), the remaining term of this Agreement, the remaining incentives in effect and such other matters reasonably requested by the party(ies) to receive the certificates.

XVI.
Applicable Law

This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State's District Court of Tarrant County, Texas. This Agreement is performable in Tarrant County, Texas.

XVII.
Force Majeure

It is expressly understood and agreed by the parties to this Agreement that the parties shall not be found in default of this Agreement if any party's failure to meet the obligations of this Agreement is delayed by reason of war, Act of God, fire or other casualty of a similar nature.

XVIII.
No Other Agreement

This Agreement embodies all of the agreements of the parties relating to its subject matter as specifically set out herein, supersedes all prior understandings and

agreements regarding such subject matter, and may be amended, modified or supplemented only by an instrument or instruments in writing executed by the parties.

XIX.
Headings

The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XX.
Successors and Assigns

The parties to this Agreement each bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement.

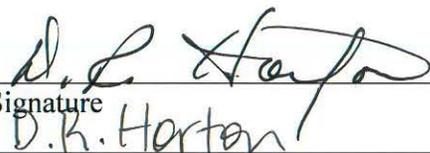
With the exception of assignments permitted under Section IX, no successor, executor, administrator or assign is valid in the place of the parties to this Agreement without the written consent of CITY.

XXI.
Execution of Agreement

This Agreement must be executed within 60 days after the date this Agreement is authorized by the City of Arlington City Council and presented to OWNER for signature. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. This Agreement has been authorized by City Council on August 4, 2015.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 6th day of August, 2015.

D.R. HORTON, INC.

BY 
Signature
D.R. Horton
Typed or Printed Name
Chairman
Typed or Printed Title

WITNESS:



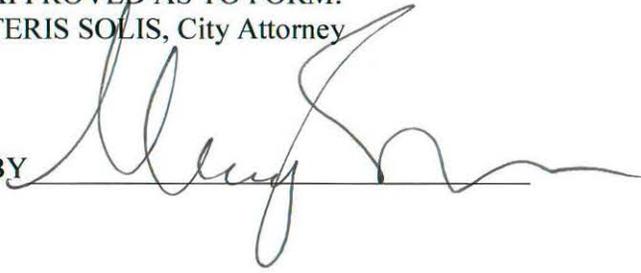
CITY OF ARLINGTON, TEXAS

BY 
JIM PARAJON
Deputy City Manager

ATTEST:


MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY 

THE STATE OF TEXAS §
COUNTY OF Tarrant §

D.R. HORTON, INC.
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared D.R. Horton, who is known to me or who was proved to me on the oath of _____ (name of person identifying the acknowledging person) or who was proved to me through _____ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the forgoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of **D.R. HORTON, INC.**, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 5th day of August, 2015.

6/26/17
My Commission Expires

Leigh A. Moore
Notary Public in and for
The State of Texas
Leigh A. Moore
Notary's Printed Name



THE STATE OF TEXAS §
COUNTY OF TARRANT §

CITY OF ARLINGTON, TEXAS
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **JIM PARAJON**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF ARLINGTON**, a municipal corporation of Tarrant County, Texas, and as the **Deputy City Manager** thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 7th day of August, 2015.

5/5/17
My Commission Expires

M. Suzanne Halbert
Notary Public in and for
The State of Texas
M. SUZANNE HALBERT
Notary's Printed Name

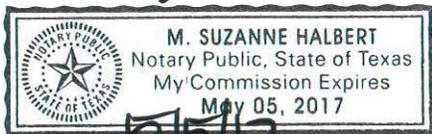


Exhibit "A"
Premises

Lot 29-R, WILLIAM O'NEAL ADDITION, an Addition to the City of Arlington, Tarrant County, Texas, according to the plat filed for record under Clerk's File No. D209201985, Deed Records of Tarrant County, Texas.