

**FOR SALE**  
***MANUFACTURED HOME DEVELOPMENT LAND***  
**Waxahachie, Texas**

- LOCATION:** The subject property is located approximately one-quarter mile southwest of the intersection of I-35E and FM 66 in the Waxahachie city limits.
- SIZE:** 38.45 Acres
- ZONED:** Manufactured Home District
- ACCESS:** Via 50 ft. easement connecting to FM 66 and 50 ft. easement to FM 876
- UTILITIES:** Water, sewer and electricity are all available.
- PRICE:** \$17,500.00 Per Acre; \$672,875.00
- COMMENTS:** Only tract in Waxahachie city limits zoned Manufactured Home District.

**FOR MORE INFORMATION**

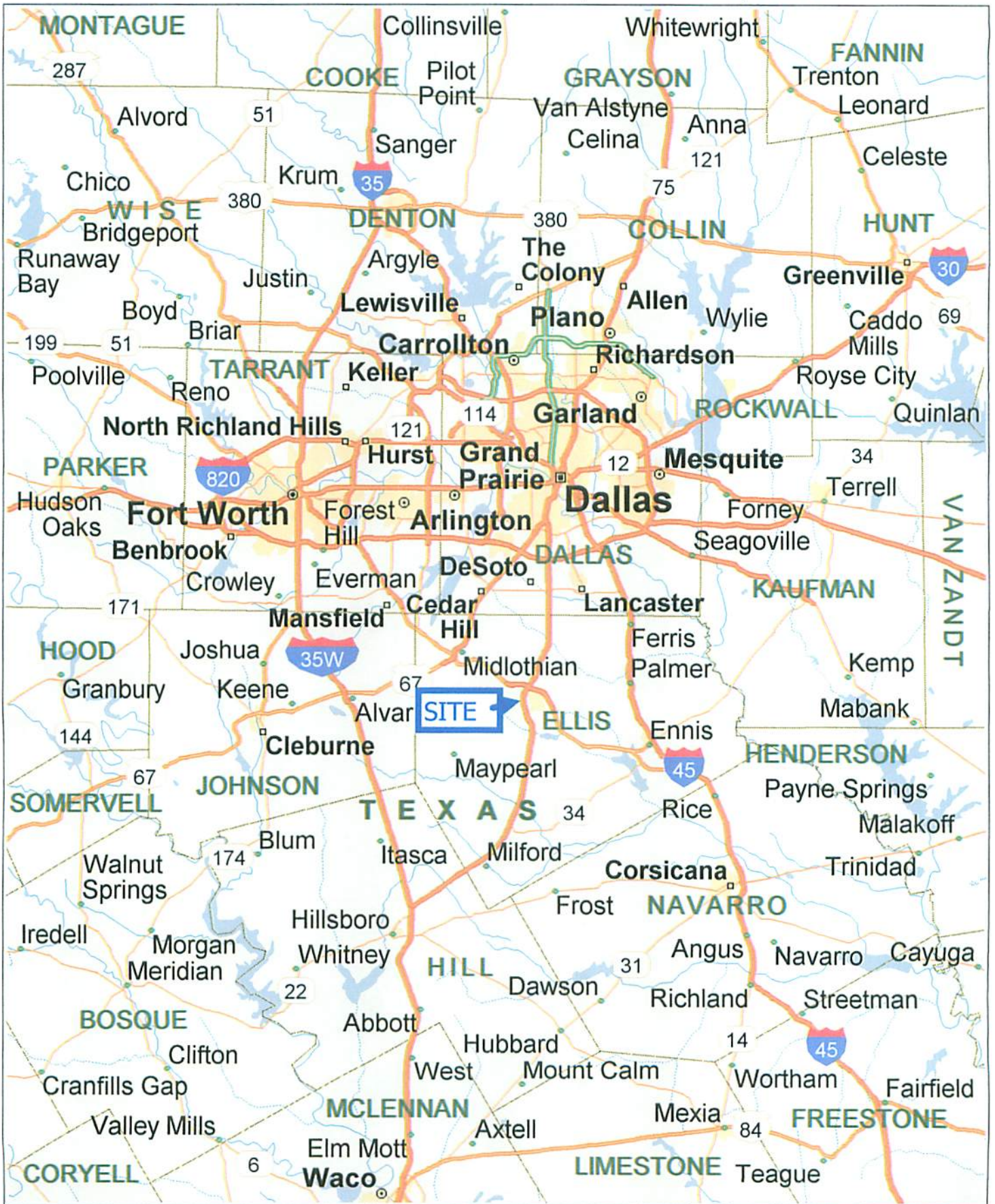
*Call*

**Joe Rust Company**  
**972-333-4143**

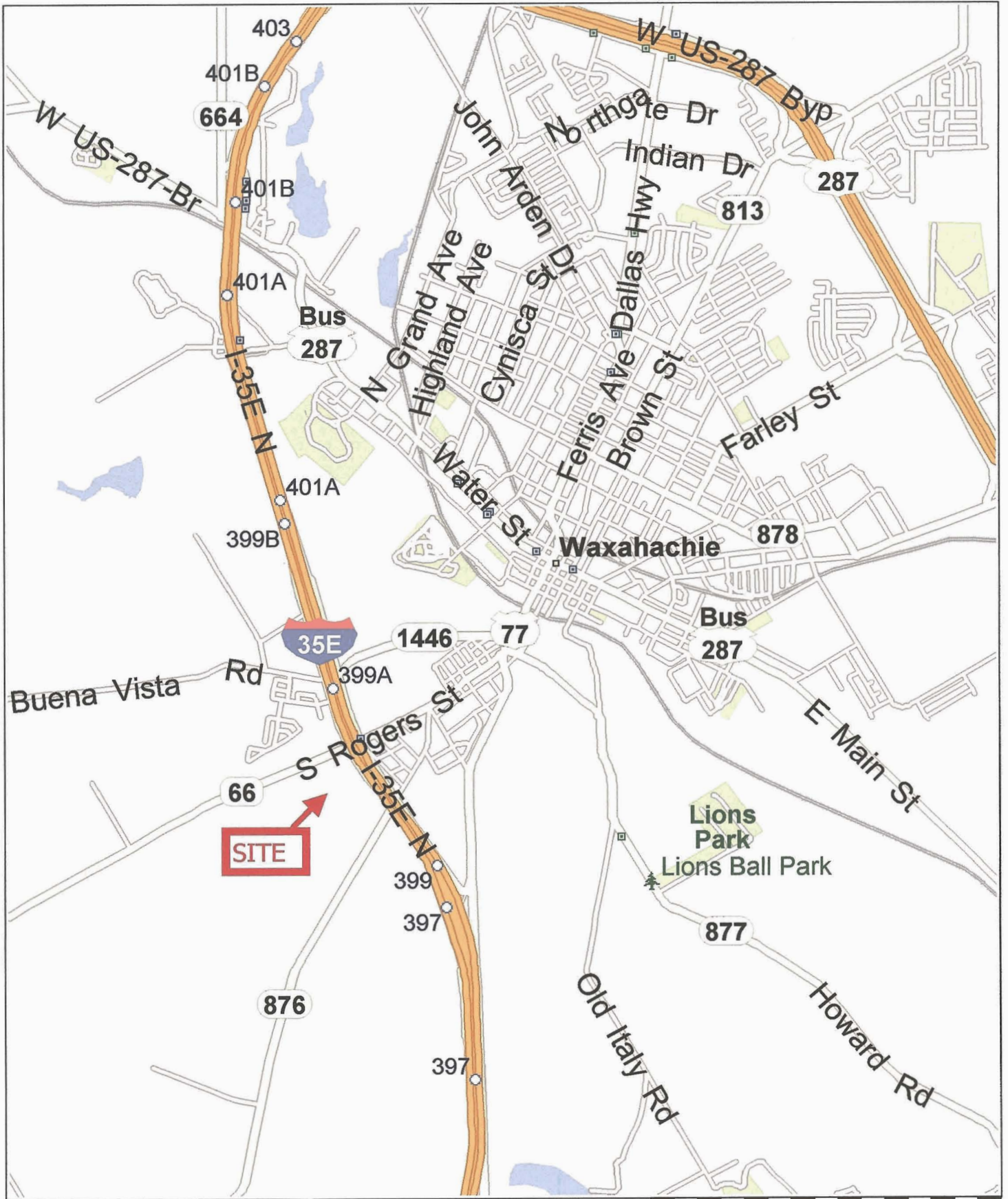
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38 Acres, Mobile Home Zoned Land, Waxahachie, Texas



38.445 ACRES



# Waxahachie



FM 1446

FM 66

50 ft. Access Easement

Pine Meadows MH Park

**38.45 Acres  
Zoned  
Mobile Home**

50 ft. Access Easement

FM 876

Section 20. - MH - Manufactured Home District.

20.1 *General purpose and description:* The MH, Manufactured Home District is a detached residential district establishing standards for the development of manufactured home parks and subdivisions. Manufactured home subdivisions include individually platted lots, for sale within the subdivision, for the placement of manufactured home units. A manufactured home park offers spaces for the placement of manufactured home units on a lease or rental basis. The Manufactured Home District establishes area and design requirements for parks and subdivisions, as well as, yard requirements for individual lots. Both parks and subdivisions provide open space and recreational areas appropriate for the acreages and number of units contained.

20.2 *Permitted uses:*

1. Those uses specified in Section 33 (Use Charts).
2. Individually owned HUD code manufactured homes on lots in platted manufactured home subdivisions.
3. Manufactured home parks for residential use, providing, on a rental basis, lots for placement of manufactured homes, with utilities. Small offices and washaterias are permitted as incidental uses within the park.
4. Modular or industrialized housing units.
5. Single-family detached dwellings.
6. Farms, nurseries, greenhouses or gardens, limited to the propagation and cultivation of plants, provided no retail or wholesale business is conducted on the premises.
7. Municipally-owned facilities and uses (no open storage or repair).
8. Temporary buildings for uses incidental to construction work on the premises, which said buildings shall be removed upon the completion or abandonment of construction work by order of the building official.
9. Accessory buildings and uses, as provided by Section 37, customarily incidental to the above uses and located on the same lot therewith, but not involving the conduct of a retail business except as provided herein:
  - a. Temporary metal buildings less than two hundred (200) square feet which are used for tool and supply storage are permitted.
  - b. A detached private garage or an attached private garage, in a compartment as a part of the main building.
  - c. Antennas (amateur or CB radio) and/or satellite dish antennas, as specified in Section 40.
10. Swimming Pool (private), including recreation or community areas.
11. Utilities (public or private).
12. Such uses as may be permitted under the provisions of Specific Use Permits, Section 32.

20.3 *Area regulations:*

- A. Size of Yards (For each space within Manufactured Home Park or Subdivision):
1. Minimum Front Yard - Twenty-five feet (25') from a dedicated street; fifteen feet (15') from any private street or drive.
  2. Minimum Side Yard - Seven feet (7'); twenty feet (20') between units; twenty feet (20') from zoning district line.
  3. Minimum Rear Yard - Ten feet (10'); twenty feet (20') from any zoning district line.
  4. If a garage is provided, the garage shall have a twenty-five-foot (25') setback.

- B. Size of Lot (For each space within a Manufactured Home Park):
  - 1. Minimum Lot Area - Three thousand (3,000) square feet per unit.
  - 2. Minimum Lot Width - Thirty-five feet (35').
  - 3. Minimum Lot Depth - Eighty feet (80').
- C. Minimum Dwelling Size: Six hundred fifty (650) square feet.
- D. Maximum Lot Coverage: Forty percent (40%).
- E. Parking Regulations: Two (2) spaces per unit (see Section 35, Off Street Parking).
- F. Minimum Area for Manufactured Home Subdivision (one unit on one platted lot) - Five thousand (5,000) square feet.
- G. Area for Manufactured Home Park - Minimum, five (5) acres; maximum, twenty-five (25) acres.

20.4 *Special requirements for manufactured home parks:*

- A. Tenant Parking: Each parking space shall be concrete in accordance with city standards and located to eliminate interference with access to parking areas provided for other manufactured homes and for public parking in the park (See Section 35, Off Street Parking and Loading Requirements).
- B. Visitor and Supplemental Parking: In addition to parking spaces required for each manufactured home unit, there shall be parking provided for the manufactured home community in general (See Section 35, Off Street Parking and Loading Requirements).
  - 1. One (1) visitor parking space for every three (3) manufactured home spaces; and
  - 2. One (1) supplemental parking or vehicle storage space for the parking or storage of boats, campers and similar vehicles or equipment for every four (4) manufactured home spaces.
  - 3. Supplemental spaces may be located anywhere within the manufactured home community provided that no manufactured home space shall be situated further than one hundred fifty feet (150') from a visitor space.
  - 4. Each parking space will be not less than nine feet by eighteen feet (9' x 18'), which is not to be included in the lot size.
- C. Access: Each manufactured home community shall have direct access from a public street or an internal street. Where an internal private street provides access, the same shall be concrete in accordance with city standards dedicated to the public as an emergency access or fire lane easement to allow for the rapid and safe movement of vehicles used for the purpose of providing emergency health or public safety services. Each emergency access easement shall have a clear unobstructed width of twenty-four feet (24'), shall connect to a dedicated public street, and shall have a turning area and radii a minimum of fifty feet (50') to permit free movement of emergency vehicles. Dead end streets are not allowed. Cul-de-sac streets shall not exceed four hundred feet (400') in length. Fire lane easements shall be maintained by the manufactured home park.
- D. Walkways: Designated concrete walkways four feet (4') in width will be provided on both sides of roadways or streets.
- E. Street Names and Signs: Within each manufactured home park, all streets shall be named, and manufactured homes numbered in a logical and orderly fashion. Street signs shall be of a color and size contrasting with those on public streets and roadways so that there is no confusion regarding which are private and which are public streets. These signs and numbers shall be of standard size and placement to facilitate location by emergency vehicles. Street names shall be approved by the Building Official.
- F. Other Signs: Along all sections of emergency access easements, the owner or agent shall erect metal signs prohibiting parking. The sign type, size, height and location shall be in accordance

with the Manual of Uniform Traffic Control Devices and approved by the Director of Public Works.

- G. Intersections: Internal streets shall intersect adjoining public streets at approximately ninety degrees (90°) and at locations which will eliminate or minimize interference with traffic on those public streets.
- H. Street Lighting: Street lighting within the manufactured home park shall be provided and maintained by the owners of the manufactured home park.
- I. Electric, Telephone and Cable TV Service: All electrical distribution lines, cables, and all telephone lines shall be underground except the primary service lines to the Park.
- J. Drainage and Soil Protection: The ground surface in all parts of the park shall be graded and equipped to drain all surface water in a safe, efficient manner. Each manufactured home space shall provide adequate drainage for the placement of a manufactured home. Exposed ground surfaces in all parts of every manufactured home park shall be paved and/or covered with stone, brick paving, or other similar solid material, or protected with a vegetative growth (such as grass) capable of preventing soil erosion and eliminating dust.
- [K. Reserved.]
- L. Firefighting:
  - 1. Approaches to all manufactured homes shall be kept clear for firefighting.
  - 2. The owner or agent of a manufactured home park shall be responsible for the instruction of any staff in the use of the park fire protection equipment and in their specific duties in the event of a fire. Owner shall supply standard city fire hydrants located within two hundred fifty feet (250') of all manufactured home spaces, measured along the drive or street.
  - 3. The owner or agent of a manufactured home park shall be responsible for maintaining the entire area of the park free of dry brush, leaves, and weeds in excess of twelve inches (12") in height.
- M. Refuse Handling and Collection: The owner or agent of a manufactured home park shall provide an adequate system of collection and safe disposal of rubbish, as approved by the City. Storage, collection and handling of refuse shall be conducted so as to create no health hazards, rodent harborage, insect breeding areas, accident or fire hazards, or air pollution. Every dwelling unit shall be located within two hundred fifty feet (250') of a refuse facility measured along the designated pedestrian or vehicular travelway. There shall be available at least six (6) cubic yards of refuse containers per thirty (30) units. If trash dumpsters are used, they shall be screened.
- N. Anchorage of Manufactured Homes: To insure against natural hazards such as tornados, high winds, and electrical storms, anchorage at each manufactured home shall be provided according to the Bureau of Labor Standards and other applicable State laws.
- O. Skirting:
  - 1. All manufactured home units not attached to a permanent ground level foundation shall provide weather resistant skirting from the top of the unit's frame to grade. Skirting shall totally enclose and secure from view the unit's axles and all required anchors, footings, and piers.
  - 2. All required skirting shall be of a texture and color similar to the materials used in the construction of the manufactured home unit.

#### 20.5 *Special requirements:*

- A. Single-family dwellings constructed in this District shall conform to the standards as set forth in the SF-3 District.
- B. Open storage is prohibited.

- C. Usable Open Space Requirements: Each parcel of land, developed under MH standards, shall provide usable open space (as defined in Appendix A-3) totaling ten percent (10%) of the area of the MH development.
- D. All HUD code manufactured homes and industrialized shall be affixed to permanent foundations.





## Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

### TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

### A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

### A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any coincidental information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

### TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<u>Joe Rust Company</u>	<u>0204705</u>	<u>joerust@joerust.com</u>	<u>(972)333-4143</u>
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Sales Agent/Associate's Name	License No.	Email	Phone
Buyer/Tenant/Seller/Landlord Initials		Date	

Regulated by the Texas Real Estate Commission

Information available at [www.trec.texas.gov](http://www.trec.texas.gov)  
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