



## PLANNING AND ZONING COMMISSION AGENDA

REGULAR MEETING | DECEMBER 22, 2025 AT 6:00 PM  
CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

### I. CALL TO ORDER

#### A. ROLL CALL

### II. PUBLIC COMMENT

*The Planning and Zoning Commission welcomes comments from the public. Those wishing to speak must sign in prior to the start of the meeting. Speakers may speak on any topic, whether on the agenda or not. The Planning and Zoning Commission cannot act upon, discuss issues raised or make any decisions at this time. Speakers under citizens' comments shall observe a three-minute time limit. Inquiries regarding matters not listed on this agenda may be referred to staff for research and/or possible future action by the board.*

### III. REGULAR SESSION

#### A. CONSENT AGENDA

*These matters have appeared on previous agendas, require little or no deliberation, or are considered routine or ministerial tasks. If discussion is desired, items may be removed for separate consideration.*

1. Approval of the minutes from the November 18, 2025 Regular Meeting.

#### B. PUBLIC HEARINGS

1. **PZ CASE #25-20** to conduct a public hearing and consider a proposed zoning change from "R1 – SINGLE FAMILY RESIDENTIAL DISTRICT" TO A "PD – PLANNED DEVELOPMENT" for properties located at 4365 Dick Price Rd., Parcel 04189140, SNIDER, E S SURVEY Abstract 1445 Tract 1A .721 AC INTO PLAT D21707184, 4365 S Dick Price Rd., Parcel 42293721, SNIDER ADDITION, Block 1, Lot 1 and 4431 DICK PRICE RD, PARCEL 04189132, SNIDER, E S SURVEY Abstract 1445 Tract 1 1969 12 X 56 .336 AC INTO PLAT D217007184 of the City of Kennedale, Tarrant County, Texas, 76060.
2. **PZ CASE #25-21** to conduct a public hearing and consider a proposed zoning change from "C2 – GENERAL COMMERCIAL DISTRICT" TO "I – INDUSTRIAL DISTRICT" for the property located at 7205 Hudson Village Creek Rd., Parcel 05308534, HUDSON, WADE H SURVEY Abstract 716 Tract 2 of the City of Kennedale, Tarrant County, Texas, 76060.
3. **PZ CASE #25-22** to conduct a public hearing and consider a proposed zoning change from "OT 4 – OLD TOWN SUB-DISTRICT 4" to "PD – PLANNED DEVELOPMENT" for the property located at 429 W Kennedale Pkwy, Parcel 43121546, WOODLEA ACRES ADDITION Block 2, Lot 5R1R1 of the City of Kennedale, Tarrant County, Texas, 76060.

#### IV. ADJOURNMENT



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Tina Cox,  
Board Secretary

**CERTIFICATION:** I DO HEREBY CERTIFY THAT THE DECEMBER 22, 2025 PLANNING AND ZONING COMMISSION AGENDA WAS POSTED INSIDE THE MAIN ENTRANCE OF CITY HALL (405 MUNICIPAL DRIVE), IN A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AT ALL TIMES; AND THAT SAID AGENDA WAS POSTED AT LEAST SEVENTY-TWO (72) HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING, IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOVERNMENT CODE.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), THE CITY OF KENNEDALE WILL PROVIDE FOR REASONABLE ACCOMMODATIONS FOR PERSONS ATTENDING MEETINGS. THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR SIGN INTERPRETER SERVICES MUST BE MADE FORTY-EIGHT (48) HOURS PRIOR TO THE MEETING BY CALLING 817-985-2104 OR (TTY) 1-800-735-2989.

A QUORUM OF THE KENNEDALE EDC, BOARD OF ADJUSTMENT, KEEP KENNEDALE BEAUTIFUL COMMISSION, PARKS AND RECREATION BOARD, BUILDING BOARD OF APPEALS, TOWNCENTER DEVELOPMENT DISTRICT, OR TAX INCREMENT REINVESTMENT DISTRICT MAY BE PRESENT. NO ACTION WILL BE TAKEN BY THE ABOVE-LISTED BOARDS.



## STAFF REPORT TO THE PLANNING AND ZONING COMMISSION

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**MEETING DATE:** DECEMBER 22, 2025

**AGENDA ITEM NUMBER:** CONSENT AGENDA ITEM III.A.

**SUBJECT**  
CONSENT AGENDA

**ORIGINATED BY**

**SUMMARY**

**RECOMMENDATION**

**ATTACHMENTS**



## STAFF REPORT TO THE PLANNING AND ZONING COMMISSION

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**MEETING DATE:** DECEMBER 22, 2025

**AGENDA ITEM NUMBER:** CONSENT AGENDA ITEM III.A.1.

**SUBJECT**

Approval of the minutes from the November 18, 2025 Regular Meeting.

**ORIGINATED BY**

**SUMMARY**

**RECOMMENDATION**

**ATTACHMENTS**

1.	2025.11.20 - Meeting Minutes	2025.11.20 - Meeting Minutes.docx
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**PLANNING AND ZONING COMMISSION  
REGULAR MEETING | NOVEMBER 20, 2025 AT 6:00 PM  
CITY HALL COUNCIL CHAMBERS | 405 MUNICIPALS DRIVE, KENNEDALE, TX 76060**

**MEETING MINUTES**

**I. CALL TO ORDER**

Chair Andrew Malkowski called the meeting to order at 6:01 p.m.

**A. ROLL CALL**

Chair Andrew Malkowski, Vice-Chair Michael Brown, Place 3 Jeff Madrid, Place 4 Elfreda Jones, and Place 5 Socorro Martinez were in attendance, thus constituting a quorum.

The City Manager, Community Development Director, and Board Secretary were also present.

**II. PUBLIC COMMENT**

No comments were made at this time.

**III. REGULAR SESSION**

**A. CONSENT AGENDA**

1. Approval of the minutes from the October 23, 2025 Regular Meeting.

MOTION by Vice-Chair Brown, second by Place 3 Jones, to approve meeting minutes.

**MOTION PASSED by unanimous vote.**

**B. PUBLIC HEARINGS**

1. **PZ CASE #25-18** to conduct a public hearing and consider a replat of the properties located at 116 Brown Lane, Parcel 00241253, Boaz, CA Subd. of J B Renfro Lot 6B1A & 6C3 and 440 Mansfield Cardinal Rd, Parcel 00241237, Boaz, CA Subd. OF J B Renfro Lot 6B of the City of Kennedale, Tarrant County, Texas, 76060.

Chair Malkowski opened the public hearing at 6:03 PM.

No one spoke in favor of or against the replat request.

Chair Malkowski closed the public hearing at 6:03 PM.

City Manager, Darrell Hull, briefed the Commissioners on the case by stating that the proposed replat will consolidate two lots into one as well as establishing a utility easement and a fire lane. Mr. Hull concluded by sharing with the Commissioners that the replat meets the city's zoning requirements and has been reviewed and approved by city staff. Therefore, staff recommends approval of the replat request.

Applicant was not present.

Chair Malkowski had a question regarding the width of the driveway to which City Manager Hull replied that the driveway met the minimum fire requirements.

MOTION by Place 4 Jones, second by Vice-Chair Brown, to recommend to the City Council to approve the replat of the properties located at 116 Brown Lane, Parcel 00241253, Boaz, CA Subd. of J B Renfro Lot 6B1A & 6C3 and 440 Mansfield Cardinal Rd, Parcel 00241237, Boaz, CA Subd. OF J B Renfro Lot 6B of the City of Kennedale, Tarrant County, Texas, 76060.

**MOTION CARRIED by unanimous vote.**

2. **PZ CASE #25-17** to conduct a public hearing and consider a proposed zoning change from “MF – MULTI-FAMILY” to a “PD – PLANNED DEVELOPMENT” for the property located at 3100 Joplin Rd, Parcel 42979020, Vaquero Coker Addition, BLOCK 1, LOT 2R1 of the City of Kennedale, Tarrant County, Texas, 76060.

Chair Malkowski opened the public hearing at 6:07 PM.

Written comments against the zoning change request that were submitted by Lisa Moore, 1403 Fern Ct. were read into record by Deputy City Secretary Tina Cox.

Tracy Hardy, 1406 Fern Ct spoke against the zoning change request.

Mike Watson, 412 Coker Valley spoke against the zoning change request.

No one spoke in favor of the zoning change request.

Chair Malkowski closed the public hearing at 6:19 PM.

City Manager, Darrell Hull, gave a brief history on the case: This zoning change request was heard by the Planning and Zoning Commission on July 25, 2024 where a recommendation to approve the request was sent to City Council. Subsequently, on November 19, 2024, Kennedale City Council held a public hearing in which many of the residents voiced their opposition to the rezone request. The motion to approve the zoning change request failed by a 3-2 vote.

After waiting the required year, the applicant has returned with the same zoning change request and will be giving a presentation detailing the changes that have been made since the case was presented in July 2024. Mr. Hull concluded his presentation stating that staff recommends approval of the zoning change request.

Commissioners Malkowski, Brown, Madrid, and Jones had multiple questions ranging from reason for zoning change to communication between owner and surrounding residents to timeline of project to confirmation of compliance concerns. City Manager Hull answered each question clearly and concisely.

Applicant, William Dahlstrom, with Jackson Walker LLP gave a presentation and was present to answer the commissioner’s questions.

The highlights of Mr. Dahlstrom’s presentation included:

- Zoning change is needed for the future sale of the property.
- No additional units are to be built.
- Additional trees are to be planted for a buffer zone between property and neighbors.
- No carports will be built.

- Fencing will be extended to 8 foot for the purpose of privacy.
- Dumpsters will be relocated.
- Parking will not change from current usage.
- The owner will provide a 30-day notice to neighbors any time that a meeting will be called.

Commissioners Brown, Martinez, and Jones asked Mr. Dahlstrom questions regarding the lack of communication between the owners and the surrounding neighbors, addressing of the concerns of said neighbors, and clarification of the completion of items that were presented in 2024. Mr. Dahlstrom replied that as far as he knew all issues and concerns had been addressed and he has been in communication with the HOA and was informed by the representative that a meeting was not required at this time. Commissioner Madrid asked for an estimated time of completion for all open items and Brian Miller, construction manager, stated that they would like to start as soon as possible and that they should be completed within a few months. Chair Malkowski requested that the owner provide a more formalized timeline. The discussion between the owner and the commissioners ended with City Manager, Darrell Hull, stating that whatever is written in the Planned Development ordinance is permanent and not subject to change unless a future request is brought before Planning and Zoning and City Council.

MOTION by Vice-Chair Brown, second by Place 4 Jones, to recommend to the City Council to approve the zoning change request with the condition that the applicant maintain an open line of communication with the surrounding parcel owners. of the property located at 3100 Joplin Rd, Parcel 42979020, Vaquero Coker Addition, BLOCK 1, LOT 2R1 of the City of Kennedale, Tarrant County, Texas, 76060.

**MOTION CARRIED by a unanimous vote.**

## VI. ADJOURNMENT

There being no further business, Chair Malkowski adjourned the meeting at 6:54 p.m.

**APPROVED:**

**ATTEST:**

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PLANNING AND ZONING CHAIR

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BOARD OR COMMISSION SECRETARY



## STAFF REPORT TO THE PLANNING AND ZONING COMMISSION

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**MEETING DATE:** DECEMBER 22, 2025

**AGENDA ITEM NUMBER:** PUBLIC HEARING ITEM III.B.

**SUBJECT**  
PUBLIC HEARINGS

**ORIGINATED BY**

**SUMMARY**

**RECOMMENDATION**

**ATTACHMENTS**



**STAFF REPORT  
TO THE PLANNING AND ZONING COMMISSION**

**MEETING DATE:** DECEMBER 22, 2025

**AGENDA ITEM NUMBER:** PUBLIC HEARING ITEM III.B.1.

**SUBJECT**

**PZ CASE #25-20** to conduct a public hearing and consider a proposed zoning change from “R1 – SINGLE FAMILY RESIDENTIAL DISTRICT” TO A “PD – PLANNED DEVELOPMENT” for properties located at 4365 Dick Price Rd., Parcel 04189140, SNIDER, E S SURVEY Abstract 1445 Tract 1A .721 AC INTO PLAT D21707184, 4365 S Dick Price Rd., Parcel 42293721, SNIDER ADDITION, Block 1, Lot 1 and 4431 DICK PRICE RD, PARCEL 04189132, SNIDER, E S SURVEY Abstract 1445 Tract 1 1969 12 X 56 .336 AC INTO PLAT D217007184 of the City of Kennedale, Tarrant County, Texas, 76060.

**ORIGINATED BY** Edward McRoy

**SUMMARY**

Current Zoning	Proposed Zoning	Comprehensive Plan Designation
R-1	PD Retail/Manufactured Homes	Single Family (Medium Density) 9 DU/acre

Nearby Zoning			
North	R1	East	R1
South	N/A ETJ	West	N/A ETJ

This request is to rezone to facilitate the redevelopment of a former shallow sand extraction site. The applicants are proposing a Planned Development that includes a retail/commercial area along the Dick Price Road frontage based on the C-2 District and a manufactured home park presumably based on the MH District for the remainder of the on the property to the rear. Within the retail/commercial area they have provided a list of uses that they propose being excluded. It is staff’s understanding that the proposed manufactured home area would have home sites that will be leased.

Substantial private park/greenspace/recreational space has been indicated between the commercial and manufactured home areas. In addition to this area for active recreation a more passive green space is proposed to the rear of the site. A specific list of amenities/facilities has not been included in the proposal.

Proposed streets to the interior are shown to be intended as private. A reserved area for a street stub has been shown to the north for a potential future connection. This stub and others along the south side have been dimensioned so that if connections not necessary these areas can later be converted into home spaces. Along the south side of the project there is a private street known as “Green St.” two stubs connecting to this street are shown. Green Street is shown on the City’s Thoroughfare Plan to be a four-lane arterial Boulevard with enhanced bicycle and pedestrian service. Such a thoroughfare requires a total width of 130 feet. The current green street area appears to only have about 30 feet of width and it is privately owned.

The Comprehensive Land Use Plan includes the following features that appear to support this proposal.

- Residential Density for this proposal is currently shown as between 5.19 and 5.56 DU/acre
- The Plan states (pg. 93), “Having a variety of housing types allows for residents to choose the type of home they can both afford and prefer. Housing needs are different throughout different stages of life.”

- On housing Objective 3 (pg. 96) calls for the City to, “Develop greater opportunities for senior housing and age restricted housing.”
- On parks and recreation Objective 3 (pg. 108) states indicates the city should “Influence new development in providing public spaces in addition to private amenities.”
- On retail (pg. 94) it is encouraged that retail, “...optimize convenience for adjacent neighborhoods. Encouraging walkability and connectivity to adjacent neighborhoods.”

## RECOMMENDATION

### Staff recommends approval with the following changes

1. Remove Short term rentals from allowed uses in the MH area
2. Provide a specific list, map, or narrative of amenities to be provided in any private park, green space common area, or buffer yard space. Such information should include information on the number/type/extent of things to be provided such as but not limited to playground equipment, trails, picnic tables, gazebos, grills, sport courts, public pools, community meeting spaces etc.
3. Show and label ROW area to be dedicated to the City for the provision of a future 4-land boulevard throughfare along the south of this property. A minimum of 65’ in width for this purpose should generally be indicated except that additional ROW may be needed for turning lanes at the intersection of this thoroughfare and Dick Price Rd.
4. All private streets shall be required to be constructed to public street standards including but not limited to load capacities, curvature, turnarounds and any traffic calming or access restrictions.
5. All manufactured homes to be emplaced on a concrete pad and appropriately secured
6. Motorized recreational vehicles, modified buses, camper tops, and trailer-mounted campers are prohibited.
7. A development agreement for the provision of water, wastewater, stormwater, street, and pedestrian improvements to serve this site must be approved by the City Council or authorized city staff officer prior to the issuance of any building permit on this site.

1.	Owner's Affidavit	Owner's Affidavit.pdf
2.	4431 Dick Price Survey w-MetesBounds	4431 Dick Price Survey w-MetesBounds.pdf
3.	Dick Price Rd 200' Buffer Map	Dick Price Rd 200' Buffer Map.png
4.	Dick Price Project Address List	Dick Price Project Address List.xlsx
5.	Dick Price Project Address Lables	Dick Price Project Address Lables.docx
6.	PZ Case 25-20 KISD 200' Buffer Letter - New Date	PZ Case 25-20 KISD 200' Buffer Letter - New Date.docx
7.	PZ Case 25-20 200' Buffer Letter - New Date	PZ Case 25-20 200' Buffer Letter - New Date.docx
8.	Vicinity Map (1)	Vicinity Map (1).pdf
9.	PD_CONCEPT- PLAN_3365_Dick_Price_Rd._25_1118 (1)	PD_CONCEPT- PLAN_3365_Dick_Price_Rd._25_1118 (1).pdf
10.	C-2 usage exclusions	C-2 usage exclusions.pdf
11.	MHC Home Setup Agreement 2025	MHC Home Setup Agreement 2025.pdf
12.	Community Guidelines	Community Guidelines.pdf
13.	MHC Lease-Blank	MHC Lease-Blank.pdf
14.	Mowing Notice	Mowing Notice.pdf
15.	PD Restaurant Rendering	PD Restaurant Rendering.pdf



Permit Number

# APPLICATION ZONING CHANGE

## Requirements

Please review the following requirements. All materials and application must be received by Planning Department at least 35 days prior to the scheduled Planning and Zoning Commission meeting date Your application **will not be accepted** if any of the below items are missing or incomplete.

- Legal description of property identified by metes and bounds as determined by a registered surveyor
- Map of the vicinity in which the property is located, and on which the property to be re-zoned is clearly identified by highlighter or by heavy lines
- Payment of rezoning fee: \$500.00 for properties less than 10 acres and \$1,500.00 for 10 or more acres
- Project Narrative
- Concept Plan and any proposed elevations/floorplans

## Applicant Information

Applicant Name: Ross Melton

Applicant Title: Sr. Project Manager

Applicant Address: 500 W. 7th Street, #1300, Fort Worth, TX 76102

Applicant Phone: 817-965-4778 Applicant Email: ross.melton@westwoodps.com

## Owner Information (If applicant is not the owner, an affidavit must be submitted by owner)

Owner Name: Robert L. Pelton Jr  
Jeff Ryan for TCRG Opportunity XIII LLC

Owner Address: 5201 Camp Bowie Blvd., Suite 200, Fort Worth, TX 76107

Owner Phone: 817-626-9898 Owner Email: rwood@TCRG.com

## Property Information

Property Address: 4431 Dick Price, Kennedale, Texas 76060 Property ID - 4189132

Property Legal Description: SNIDER, E S SURVEY Abstract 1445 Tract 1 1969 12 X 56 .336 AC INTO PLAT D217007184

Present Use of Property: Quarry (sand gravel)

Present Zoning of Property: R1 - Single Family

Desired Zoning of Property: PD - Planned Development w/Commercial & MHC residential

## Applicant Agreement

By signing below, I acknowledge that I have read and completed all applicable requirements. I understand that if I have submitted an incomplete application or false/inaccurate information, my application may be rejected and any fees may not be refunded.

Please submit to [permits@cityofkennedale.com](mailto:permits@cityofkennedale.com) with supporting documents if applicable.

Planning and Permits · City of Kennedale · 405 Municipal Dr. · Kennedale, TX 76060 · (817) 985-2133

Signature of Applicant: Ross L. Melton

Date: 09/16/2025

<b>For Office Use Only</b>	
<b>Completeness Check</b>	
Application form completely filled and signed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Attached site plan?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Attached legal description of property?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Fee paid?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sign _____	Date _____
<b>Preliminary Planning and Zoning Review</b>	
Current zoning: _____	Proposed zoning: _____
Required attachments are complete and correct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is proposed use permitted under requested zoning?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sign _____	Date _____



**OWNER AFFIDAVIT**

\*Only Required if applicant is applying on behalf of the owner

Property Address: 4431 Dick Price, Kennedale, Texas 76060

Legal Description: SNIDER, E S SURVEY Abstract 1445 Tract 1 1969

Applicant: Ross Melton

Type of P&Z Request: Zoning Change

I, Robert L. Patton Jr., current owner of the above mentioned property, authorize the applicant or his authorized representative to make application for the City of Kennedale Planning & Zoning Commission to consider granting the above referenced request on my behalf and to appear before the Commission.

Owner Name: Robert L. Patton, Jr.

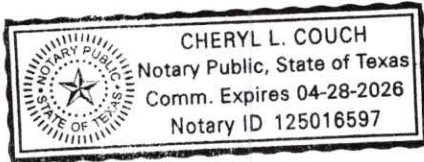
Owner Signature: [Handwritten Signature]

Date: 11/19/2025

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Sworn To and Subscribed before me by Robert L. Patton Jr.

ON THIS 19th DAY OF November, 2025



[Handwritten Signature]  
Notary Public, Tarrant County, Texas

TRACT 1  
26.930 ACRES  
1,173,087 SQUARE FEET  
HUNTER FERRELL ASSOC. L.P. - VOL. 12591, PG. 1834, D.R.T.C.T.

N 89°53'37"E 2700.13'

HUNTER FERRELL ASSOCIATES, L.P.  
INST# D200033193  
D.R.T.C.T.

TRACT 2  
72.995 ACRES  
3,179,649 SQ.FT.

LEGAL DESCRIPTION  
TRACT 2  
BEING 72.995 acres of land located in the E. L. SNIDER SURVEY, Abstract No. 1455, Tarrant County, Texas, and being the same tract of land designated as Tract I, in the deed to Hunter Ferrell Associates, L.P., recorded in County Clerk's File No. D200033193, of the Deed Records of Tarrant County, Texas, and being the same tract of land designated as Tract II, in the deed to Hunter Ferrell Associates, L.P., recorded in County Clerk's File No. D200033193, of the Deed Records of Tarrant County, Texas, said 72.995 acres of land being more particularly described by metes and bounds, as follows:

BEGINNING at a 1/2" iron rod found, at the Northeast corner of said Tract I, lying in the East boundary line of the aforesaid E. L. SNIDER SURVEY, at a point lying S 00° 34' 58" W 424.90 feet, from the Northeast corner of said SNIDER SURVEY, said POINT OF BEGINNING also lying in the West boundary line of the tract of land conveyed to Texas Electric Service Company, by the deed recorded in Volume 4181, Page 339, of the Deed Records of Tarrant County, Texas;

THENCE N 00° 34' 58" W 1271.19 feet, along the East boundary line of said Tract I, lying in the East boundary line of the aforesaid E. L. SNIDER SURVEY, and the being the West boundary line of said Texas Electric Service Company Tract, to a 1/2" iron rod marked "Brittain & Crawford" set, at the Southeast corner of said Tract I, being the Northeast corner of a tract of land conveyed to Dick Price, L.P., by the deed recorded in County Clerk's File No. D203182955, of the Deed Records of Tarrant County, Texas;

THENCE N 87° 52' 14" W 1319.44 feet, along the South boundary line of said Tract I, lying in the East right-of-way line of Dick Price Road, at the intersection of the South right-of-way line of a private road, and also lying at the Northwest corner of Lot 1, J. A. Nelson's Addition, Tarrant County, Texas, according to the plat recorded in Volume 1710, Page 569, of the Deed Records of Tarrant County, Texas;

THENCE S 89° 03' 32" W 357.88 feet, along the South boundary line of said Tract I, and also lying in the North boundary line of aforesaid Lot 1, J. A. Nelson's Addition;

THENCE S 89° 03' 32" W 357.88 feet, along the South boundary line of said Tract I, and the North boundary line of said Lot 1, to the PLACE OF BEGINNING containing 2.292 acres (99,858 square feet) of land.

THENCE S 89° 03' 32" W 357.88 feet, along the South boundary line of said Tract I, and the North boundary line of said Lot 1, to the PLACE OF BEGINNING containing 2.292 acres (99,858 square feet) of land.

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THENCE S 89° 03' 32" W 357.88 feet, along the South boundary line of said Tract I, and the North boundary line of said Lot 1, to the PLACE OF BEGINNING containing 2.292 acres (99,858 square feet) of land.

POINT OF BEGINNING  
TRACT ONE

BRITTAIN & CRAWFORD  
LAND SURVEYING &  
TOPOGRAPHIC MAPPING  
TEL (817) 926-0211  
FAX (817) 926-3477  
P.O. BOX 11324 • 3908 SOUTH FREWAY  
FORT WORTH, TEXAS 76161  
EMAIL: cbr@brittain-crawford.com  
WEBSITE: www.brittain-crawford.com  
FIRM CERTIFICATION 101900  
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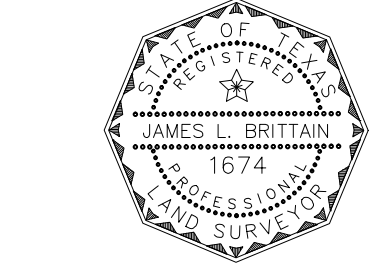
EASEMENT NOTES  
REGARDING EASEMENTS IDENTIFIED ON SCHEDULE B OF CHICAGO TITLE INSURANCE COMPANY, OF NO. 16-04056, EFFECTIVE DATE AUGUST 31, 2016, ISSUED DATE SEPTEMBER 16, 2016.

- CHICAGO TITLE INSURANCE COMPANY ITEM NO. 10
- THE EASEMENT FOR RIGHT-OF-WAY GRANTED TO TEXAS ELECTRIC SERVICE COMPANY BY INSTRUMENT RECORDED IN VOLUME 1328, PAGE 634, DEED RECORDS, TARRANT COUNTY, TEXAS, AFFECTS THE TRACT OF LAND SHOWN HEREON, AND IS SHOWN ON THE SURVEY. (TRACTS 2 & 3)
- THE EASEMENT FOR RIGHT-OF-WAY GRANTED TO TEXAS ELECTRIC SERVICE COMPANY BY INSTRUMENT RECORDED IN VOLUME 1328, PAGE 636, DEED RECORDS, TARRANT COUNTY, TEXAS, MAY AFFECT THE TRACT OF LAND SHOWN HEREON, NOT PLOTTABLE. (TRACT 1)
- THE EASEMENT FOR RIGHT-OF-WAY GRANTED TO TEXAS ELECTRIC SERVICE COMPANY BY INSTRUMENT RECORDED IN VOLUME 1328, PAGE 638, DEED RECORDS, TARRANT COUNTY, TEXAS, MAY AFFECT THE TRACT OF LAND SHOWN HEREON, NOT PLOTTABLE. (TRACT 2)
- THE EASEMENT FOR RIGHT-OF-WAY GRANTED TO TEXAS ELECTRIC SERVICE COMPANY BY INSTRUMENT RECORDED IN VOLUME 4654, PAGE 948, DEED RECORDS, TARRANT COUNTY, TEXAS, AFFECTS THE TRACT OF LAND SHOWN HEREON, AND IS SHOWN ON THE SURVEY. (TRACTS 2 & 3)
- THE EASEMENT FOR STREET AND PUBLIC UTILITIES RESERVED BY GRANTORS IN DEED RECORDED IN VOLUME 4650, PAGE 801, DEED RECORDS, TARRANT COUNTY, TEXAS, AFFECTS THE TRACT OF LAND SHOWN HEREON, AND IS SHOWN ON THE SURVEY. (TRACTS 4 & 5)
- THE EASEMENT FOR STREET AND PUBLIC UTILITIES RESERVED BY GRANTORS IN DEED RECORDED IN VOLUME 4650, PAGE 801, DEED RECORDS, TARRANT COUNTY, TEXAS, AFFECTS THE TRACT OF LAND SHOWN HEREON, AND IS SHOWN ON THE SURVEY. (TRACTS 2 & 3)
- INTEREST IN ALL OIL, GAS AND OTHER MINERALS AS RESERVED IN DEED RECORDED IN VOLUME 4650, PAGE 801, DEED RECORDS, TARRANT COUNTY, TEXAS. (TRACTS 2 & 3)
- THE EASEMENT FOR WATER AND GAS PIPELINES RECORDED IN VOLUME 6098, PAGE 686, DEED RECORDS, TARRANT COUNTY, TEXAS, AFFECTS THE TRACT OF LAND SHOWN HEREON, AND IS SHOWN ON THE SURVEY. (TRACTS 4 & 5)
- THE EASEMENT FOR WATER AND GAS PIPELINES RECORDED IN VOLUME 6098, PAGE 686, DEED RECORDS, TARRANT COUNTY, TEXAS, AFFECTS THE TRACT OF LAND SHOWN HEREON, AND IS SHOWN ON THE SURVEY. (TRACTS 4 & 5)
- THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE TERMS, CONDITIONS AND STIPULATIONS OF OIL, GAS AND MINERAL LEASE, A MEMORANDUM OF WHICH IS FILED FOR RECORD UNDER CLERK'S FILE NO. D20434567, AS AFFECTED BY THE INSTRUMENT RECORDED UNDER CLERK'S FILE NO. D206887770, DEED RECORDS, TARRANT COUNTY, TEXAS.
- THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE TERMS, CONDITIONS AND STIPULATIONS OF OIL, GAS AND MINERAL LEASE, A MEMORANDUM OF WHICH IS FILED FOR RECORD UNDER CLERK'S FILE NO. D205038734, DEED RECORDS, TARRANT COUNTY, TEXAS.
- THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE TERMS, CONDITIONS AND STIPULATIONS OF OIL, GAS AND MINERAL LEASE, FILED FOR RECORD UNDER CLERK'S FILE NO. D206194790, AS AFFECTED BY THE INSTRUMENT RECORDED UNDER CLERK'S FILE NO. D207105352, DEED RECORDS, TARRANT COUNTY, TEXAS. (TRACT 1)
- THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE TERMS, CONDITIONS AND STIPULATIONS OF OIL, GAS AND MINERAL LEASE, FILED FOR RECORD UNDER CLERK'S FILE NO. D207080554, DEED RECORDS, TARRANT COUNTY, TEXAS, AFFECTS THE TRACT OF LAND SHOWN HEREON, AND IS SHOWN ON THE SURVEY. (TRACT 2)
- THE TERMS, CONDITIONS, STIPULATIONS OF AND EASEMENTS GRANTED BY PIPELINE RIGHT-OF-WAY AND EASEMENT AGREEMENT FILED FOR RECORD UNDER CLERK'S FILE NO. D207080554, DEED RECORDS, TARRANT COUNTY, TEXAS, AFFECTS THE TRACT OF LAND SHOWN HEREON, AND IS SHOWN ON THE SURVEY. (TRACT 2)
- THE TERMS, CONDITIONS, STIPULATIONS OF AND EASEMENTS GRANTED BY PIPELINE RIGHT-OF-WAY AND EASEMENT AGREEMENT (20' X 38.75') FILED FOR RECORD UNDER CLERK'S FILE NO. D20729437, DEED RECORDS, TARRANT COUNTY, TEXAS, AFFECTS THE TRACT OF LAND SHOWN HEREON, AND IS SHOWN ON THE SURVEY. (TRACT 2)

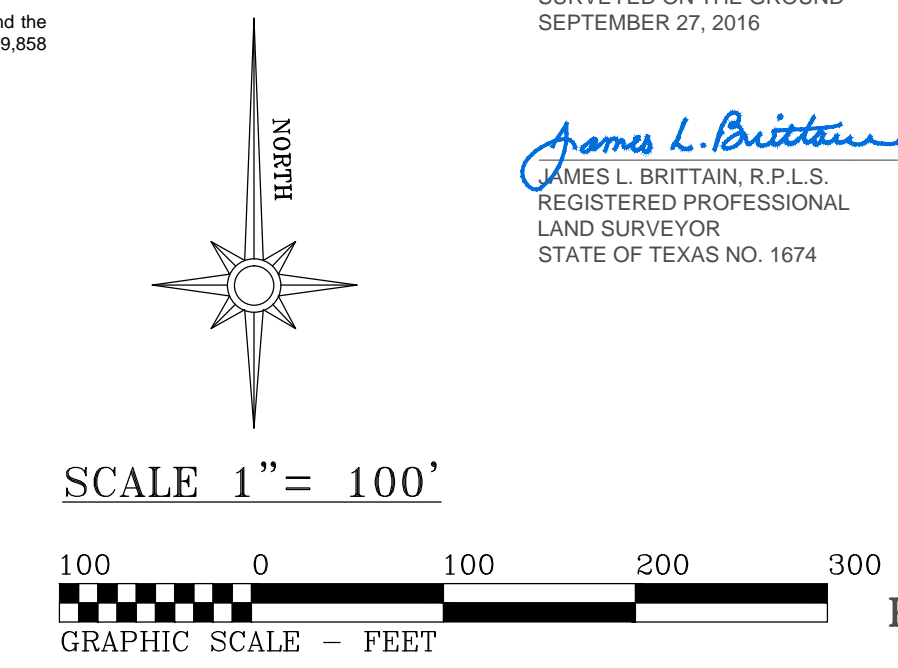
CERTIFICATION  
TO: TCRG OPPORTUNITY XIII, L.L.C., a Texas Limited Liability Company, RATTKIN TITLE COMPANY, and their underwriter CHICAGO TITLE INSURANCE COMPANY.

The undersigned does hereby certify that a survey was this day made on the ground on the property legally described hereon or in attached field notes prepared by the undersigned, and is correct; that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, visible easements or rights-of-way, except as shown on the plat hereon, that said property has access to and from a public roadway, and that the plat hereon is a true, correct and accurate representation of the property described hereinabove. Further, the undersigned hereby certifies that he has calculated the quantity of land or acreage contained within the tract shown on this plat of survey and described hereon or in said attached field notes, and certifies that the quantity of land shown hereon is correct. No portion of this property is located within a 100-year flood hazard area.

SURVEYED ON THE GROUND  
SEPTEMBER 27, 2016  
James L. Brittain  
JAMES L. BRITTAIN, R.P.L.S.  
REGISTERED PROFESSIONAL  
LAND SURVEYOR  
STATE OF TEXAS NO. 1674

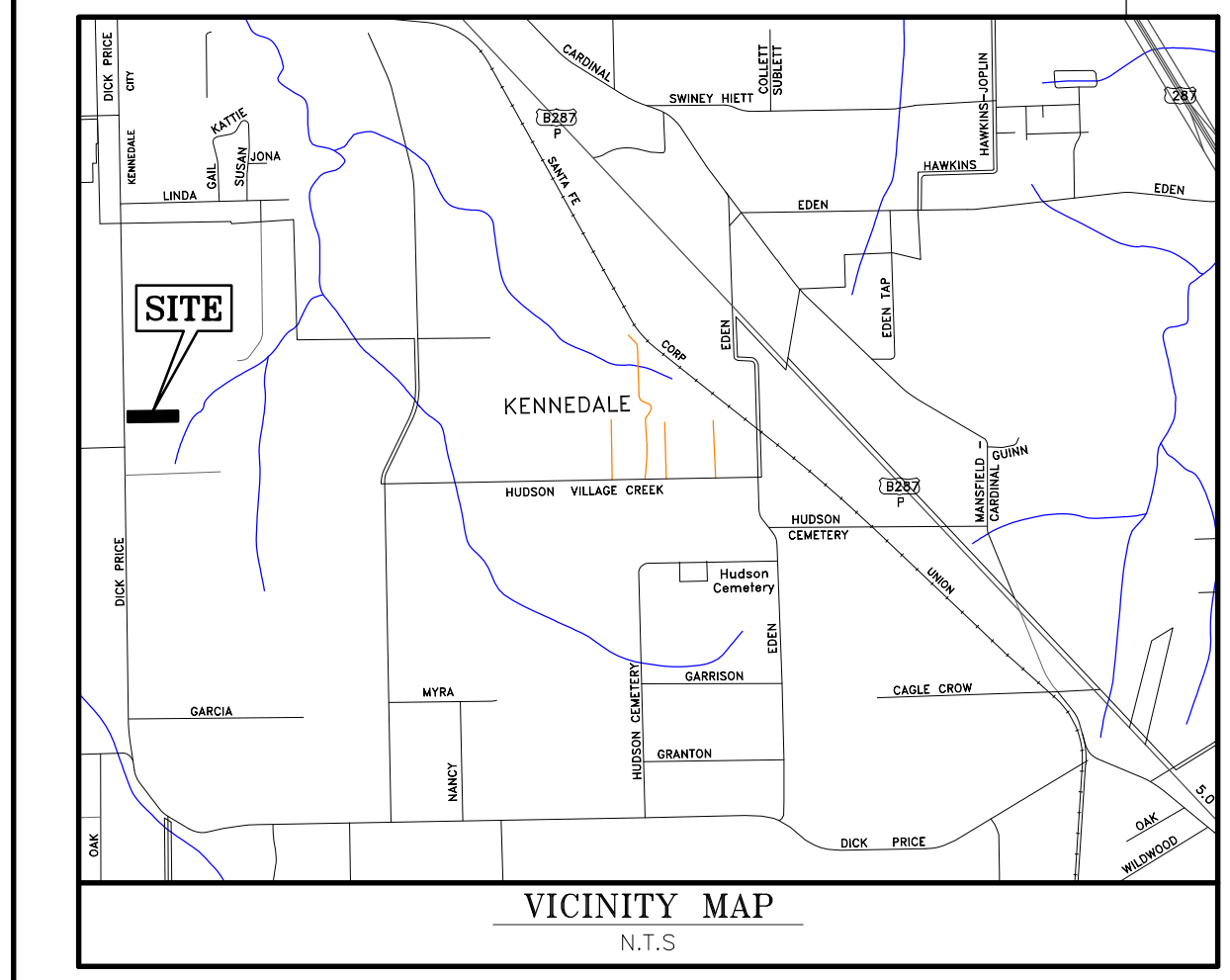
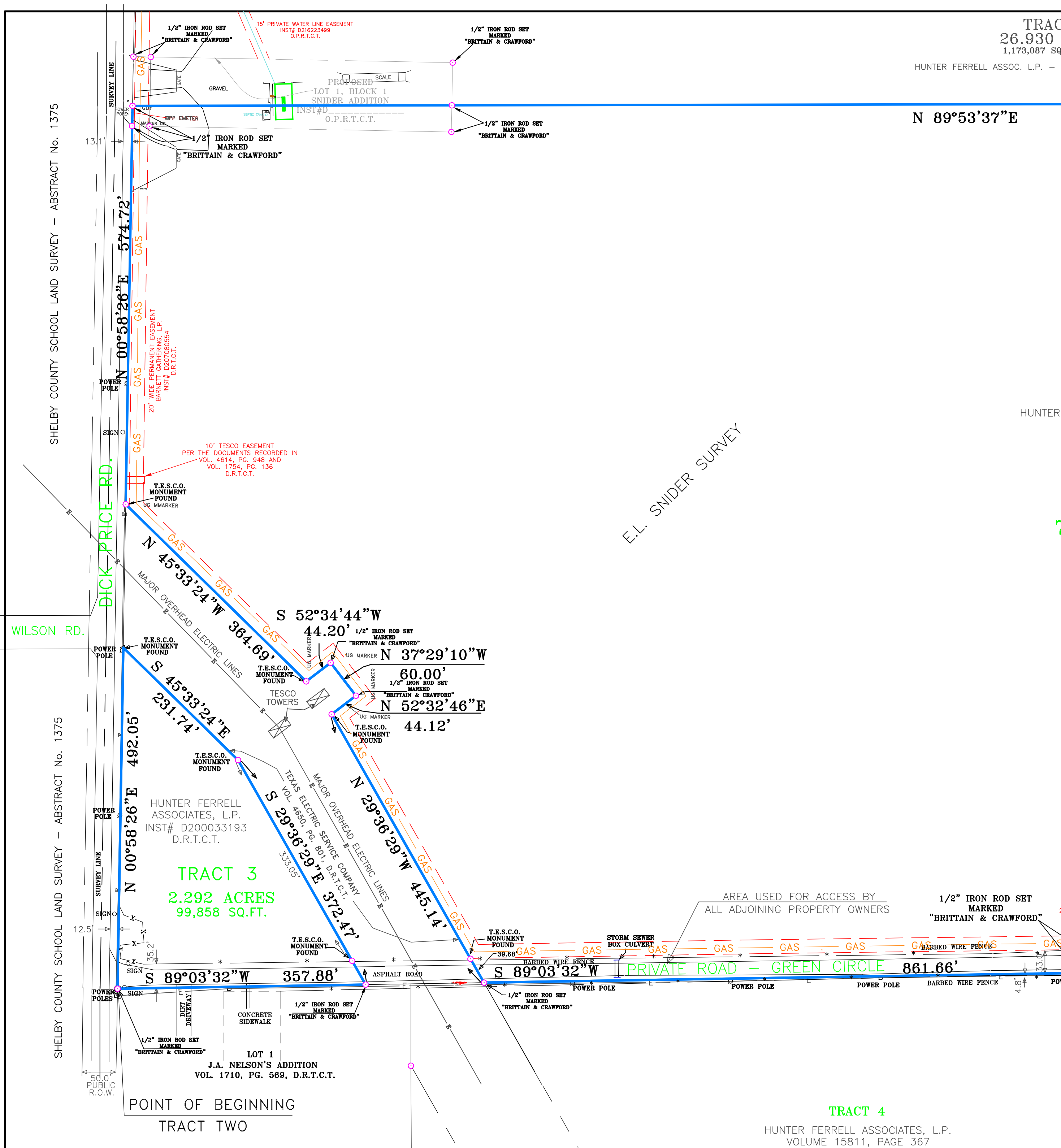


BOUNDARY SURVEY MAP  
OF  
TWO TRACTS OF LAND  
LOCATED IN THE  
E.L. SNIDER SURVEY  
ABSTRACT No. 1445  
KENNEDALE, TARRANT COUNTY, TEXAS



BEARING BASIS NOTE:  
THE BEARINGS INDICATED HEREON ARE BASED UPON OUR FIELD SURVEYED ANGLES RELATED TO THE ORIGINAL RECORDED DEED OF THIS TRACT

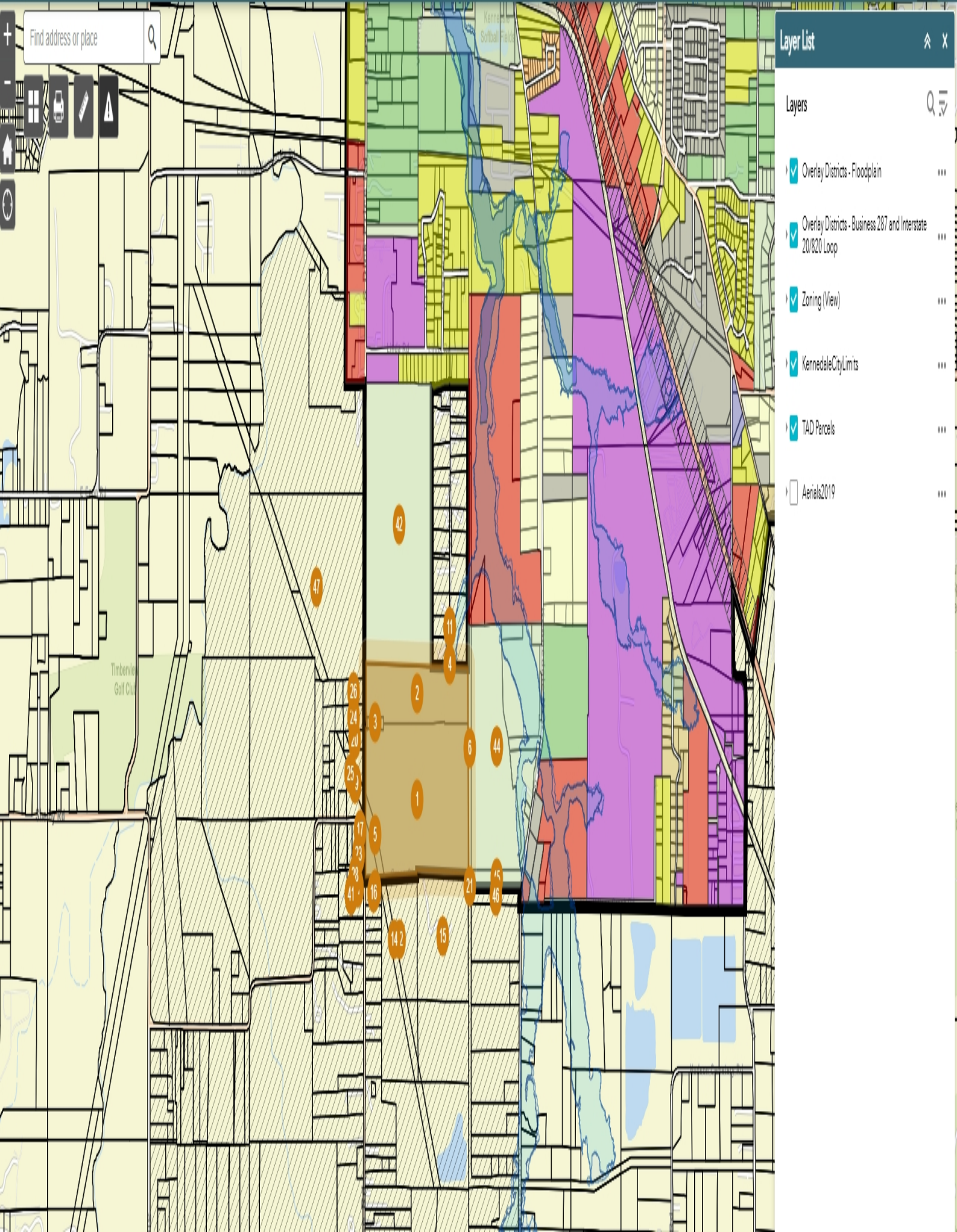
FLOOD NOTE:  
NO PORTION OF THIS PROPERTY LIES WITHIN A 100-YEAR FLOOD HAZARD ZONE, ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAP FOR TARRANT COUNTY, TEXAS, AND INCORPORATED AREAS. COMPETENCY - PARCEL NUMBER: 4843502455 K, MAP REVISED SEPTEMBER 25, 2009.



TRACT 3  
2.292 ACRES  
99,858 SQ.FT.  
HUNTER FERRELL ASSOCIATES, L.P.  
INST# D200033193  
D.R.T.C.T.

TRACT 4  
HUNTER FERRELL ASSOCIATES, L.P.  
VOLUME 15811, PAGE 367  
D.R.T.C.T.

TRACT 5  
HUNTER FERRELL ASSOCIATES, L.P.  
VOLUME 15811, PAGE 367  
D.R.T.C.T.



Find address or place

## Layer List

### Layers

- Overlay Districts - Floodplain
- Overlay Districts - Business 287 and Interstate 20/820 Loop
- Zoning (View)
- KennedaleCityLimits
- TAD Parcels
- Aerials2019

displayname

HUDSON JANICE LEE  
INDEPENDENT GAS CO  
KING LINDA F  
MARTIN CYNTHIA E  
MCKELVY JAMES F  
TARRANT PROPERTIES INC  
INDEPENDENT ENVIRONMENTAL SVCS INC  
TCRG OPPORTUNITY XIII LLC  
BROWN LONNIE A  
BROWN CYNTHIA  
WILSON JERRY G  
ONCOR ELECTRIC DELIVERY CO LLC  
ATIQUE ENTERPRISES INC  
GOFF EDWARD L  
ONSTAD TRACY  
AUSTIN MARY SUE  
TODD G E  
ALLIED WASTE SYSTEMS INC  
MARTIN AIMEE A  
CITY OF KENNEDALE  
KENNEDALE ISD

address

7777 GLEN AMERICA DR #365  
PO BOX 206 TAX DEPT  
PO BOX 1462  
4344 VALLEY TR  
4344 VALLEY TR UNIT B  
2620 W PIONEER PKWY STE 102  
3 WATERWAY SQ PL STE 100  
5201 CAMP BOWIE BLVD STE 200  
4370 DICK PRICE RD  
4390 DICK PRICE RD  
5735 WILSON RD  
PO BOX 139100  
4540 DICK PRICE RD  
4590 DICK PRICE RD  
4605 DICK PRICE RD  
4610 DICK PRICE RD  
4630 DICK PRICE RD  
18500 N ALLIED WAY  
1575 WALLIS RD  
405 MUNICIPAL DR  
120 KENNEDALE PKWY

city	state	zip	situsaddress
DALLAS	TX	75225	4068 KENNEDALE NEW HOPE RD
WHIPPANY	NJ	7981	4224 KENNEDALE NEW HOPE RD
MANSFIELD	TX	76063	4244 KENNEDALE NEW HOPE RD
KENNEDALE	TX	76060	4344 VALLEY TR
KENNEDALE	TX	76060	4344 VALLEY TR
ARLINGTON	TX	76013	4344 VALLEY TR
THE WOODLANDS	TX	77380	4080 DICK PRICE RD
FORT WORTH	TX	76107	4365 DICK PRICE RD
FORT WORTH	TX	76140	4370 DICK PRICE RD
FORT WORTH	TX	76140	4390 DICK PRICE RD
FORT WORTH	TX	76140	4430 DICK PRICE RD
DALLAS	TX	75313	4451 DICK PRICE RD
FORT WORTH	TX	76140	4540 DICK PRICE RD
FORT WORTH	TX	76140	4590 DICK PRICE RD
FORT WORTH	TX	76140	4601 DICK PRICE RD
FORT WORTH	TX	76140	4610 DICK PRICE RD
FORT WORTH	TX	76140	4630 DICK PRICE RD
PHOENIX	AZ	85054	5300 GREEN CIR
ALEDO	TX	76008	701 S DICK PRICE RD
KENNEDALE	TX	76060	
KENNEDALE	TX	76060	



HUDSON JANICE LEE  
7777 GLEN AMERICA DR #365  
DALLAS, TX 75225

INDEPENDENT GAS CO  
PO BOX 206 TAX DEPT  
WHIPPANY, NJ 7981

KING LINDA F  
PO BOX 1462  
MANSFIELD, TX 76063

MARTIN CYNTHIA E  
4344 VALLEY TR  
KENNEDEALE, TX 76060

MCKELVY JAMES F  
4344 VALLEY TR UNIT B  
KENNEDEALE, TX 76060

TARRANT PROPERTIES INC  
2620 W PIONEER PKWY STE 102  
ARLINGTON, TX 76013

INDEPENDENT ENVIRONMENTAL SVCS  
3 WATERWAY SQ PL STE 100  
THE WOODLANDS, TX 77380

TCRG OPPORTUNITY XIII LLC  
5201 CAMP BOWIE BLVD STE 200  
FORT WORTH, TX 76107

BROWN LONNIE A  
4370 DICK PRICE RD  
FORT WORTH, TX 76140

BROWN CYNTHIA  
4390 DICK PRICE RD  
FORT WORTH, TX 76140

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FORT WORTH, TX 76140

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DALLAS , TX 75313

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AUSTIN MARY SUE  
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FORT WORTH, TX 76140

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ALLIED WASTE SYSTEMS INC  
18500 N ALLIED WAY  
PHOENIX, AZ 85054

MARTIN AIMEE A  
1575 WALLIS RD  
ALEDO, TX 76008

CITY OF KENNEDALE  
405 MUNICIPAL DR  
KENNEDEALE, TX 76060

KENNEDALE ISD  
120 KENNEDALE PKWY  
KENNEDEALE, TX 76060



## PLANNING AND ZONING COMMISSION NOTICE OF PUBLIC HEARING DATE CHANGE

Kennedale ISD  
120 W. Kennedale Parkway  
Kennedale, TX 76060

December 3, 2025

The Kennedale Planning and Zoning Commission will hold a public hearing for the following case on **Monday, December 22, 2025** at 6 P.M. in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060:

**PZ CASE #25-20 TO CONDUCT A PUBLIC HEARING AND CONSIDER A PROPOSED ZONING CHANGE FROM "R1 – SINGLE FAMILY RESIDENTIAL DISTRICT" TO A "PD – PLANNED DEVELOPMENT" FOR THE PROPERTIES LOCATED AT 4365 DICK PRICE RD, PARCEL 04189140, SNIDER, E S SURVEY ABSTRACT 1445 TRACT 1A .721 AC INTO PLAT D21707184, 4365 S DICK PRICE RD, PARCEL 42293721, SNIDER ADDITION, Block 1, Lot 1 AND 4431 DICK PRICE RD, PARCEL 04189132, SNIDER, E S SURVEY ABSTRACT 1445 TRACT 1 1969 12 X 56 .336 AC INTO PLAT D217007184 OF THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, 76060.**

A second public hearing for this case will be held before City Council on Tuesday, January 20, 2026 at 5:30 PM in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060.

We are sending this notification to you in case you wish to attend the public hearings or provide written comments. You are not required to attend the public hearing, but if you choose to attend, you will have the opportunity to speak either in favor of or against the request(s). Written comments may be provided prior to the meeting to the City Secretary's Office, 405 Municipal Drive, Kennedale, TX 76060. If you would like more information about the case or public hearing process, please contact Tina Cox at 817-985-2105 or [tcox@cityofkennedale.com](mailto:tcox@cityofkennedale.com).

The agenda will be posted at least three business days before the meeting at [www.cityofkennedale.com/agendas](http://www.cityofkennedale.com/agendas) and the meeting calendar is published at [www.cityofkennedale.com/cal](http://www.cityofkennedale.com/cal).

Sincerely,

Tina Cox  
Deputy City Secretary  
City of Kennedale  
405 Municipal Dr  
Kennedale, TX 76060  
[tcox@cityofkennedale.com](mailto:tcox@cityofkennedale.com)  
(817)985-2105



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We are sending notification to those who own real property(ies) within 200 feet of the request in case they wish to attend the public hearings or provide written comments. You are not required to attend the public hearing, but if you choose to attend, you will have the opportunity to speak either in favor of or against the request(s). Written comments may be provided prior to the meeting to the City Secretary's Office, 405 Municipal Drive, Kennedale, TX 76060. If you would like more information about the case or public hearing process, please contact Tina Cox at 817-985-2105 or [tcox@cityofkennedale.com](mailto:tcox@cityofkennedale.com).

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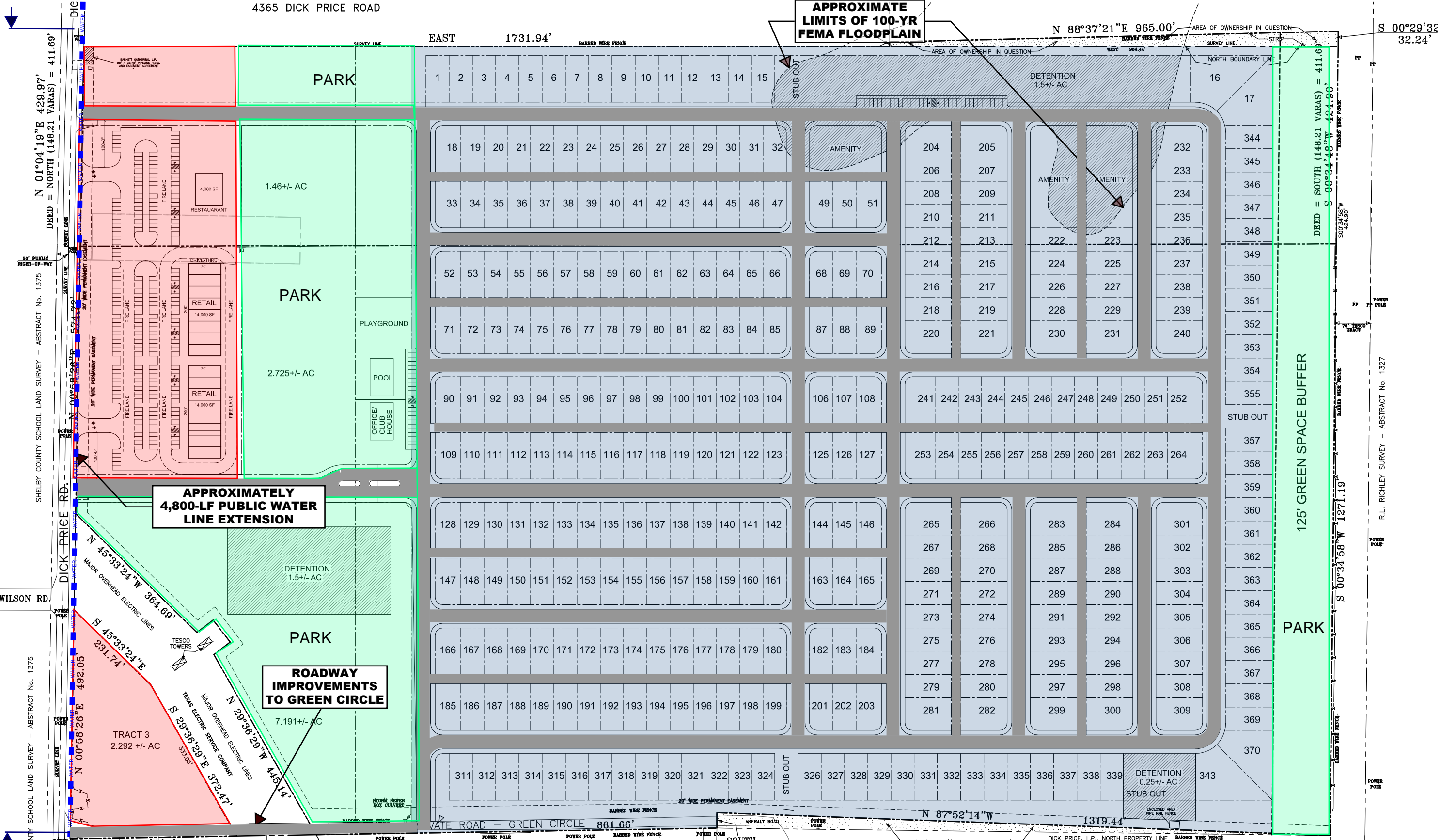
Sincerely,

Tina Cox  
Deputy City secretary  
City of Kennedale  
405 Municipal Dr  
Kennedale, TX 76060  
[tcox@cityofkennedale.com](mailto:tcox@cityofkennedale.com)  
(817)985-2105



ADDITIONAL 12-FT PAVING LANE FOR LEFT-TURNS ADDED FOR TRAFFIC MITIGATION ALONG FRONTAGE

4365 DICK PRICE ROAD



APPROXIMATE LIMITS OF 100-YR FEMA FLOODPLAIN

APPROXIMATELY 4,800-LF PUBLIC WATER LINE EXTENSION

ROADWAY IMPROVEMENTS TO GREEN CIRCLE

SITE SUMMARY	
GROSS ACREAGE	101.1 AC
COMMERCIAL ACREAGE	9.2 AC
RESIDENTIAL ACREAGE	71.9 AC
OPEN-SPACE ACREAGE	20.0 AC
CURRENT ZONING	R-1
PROPOSED ZONING	PD - MHC / C-2

COMMERCIAL LOT SUMMARY	
PROPOSED USE:	GENERAL COMMERCIAL
RETAIL BUILDINGS:	2 @ 14,000 SF (EA)
RESTAURANT:	1 @ 4,200 SF
PROPOSED RETAIL PARKING:	108 SPACES
PROPOSED RESTAURANT PARKING:	80 SPACES
RESTAURANT:	1 @ 4,200 SF
PROPOSED RETAIL PARKING:	108 SPACES
PROPOSED RESTAURANT PARKING:	80 SPACES

MHC RESIDENTIAL LOT SUMMARY	
MH RESIDENTIAL TOTAL LOTS +/-	400
MIN. LOT AREA	5,000 SF
LOT DIMENSIONS	50' X 100' (TYP)
MH TYPES:	SINGLE WIDE (TYP.), DOUBLE-WIDE WILL ALSO FIT
MAX. MH DIMENSIONS:	32' X 80'
PARKING:	PRIVATE DRIVEWAY EACH LOT
EMERGENCY ACCESS:	PRIVATE STREETS INCLUDE FIRE LANE
FIRE PROTECTION:	500' FIRE HYDRANT COVERAGE (TYP)

COMMON AREA / OPEN - SPACE SUMMARY	
CENTRALIZED LEASING & PROPERTY MANAGEMENT OFFICE	
PROPOSED AMENITIES:	SWIMMING POOL, CLUBHOUSE
POTENTIAL AMENITIES:	SPORTS COURT(S) (VOLLEYBALL, PICKELBALL), PLAYGROUND
PROPOSED COMMON/OPEN-SPACE PARKING:	24 SPACES

SITE PLAN

12/11/25



C-2 Exclusions:

- 1.) Accessory Uses of any kind
- 2.) Bed and Breakfast
- 3.) Hotel/Motel
- 4.) Micro winery with vineyard
- 5.) Recreational Facility, campground
- 6.) Recreational Facility, outdoor
- 7.) Recreational Facility, commercial outdoor-paintball or other survival games
- 8.) Recreational Facility, driving range
- 9.) Recreational Facility, golf course
- 10.) Recreational Facility, RV park
- 11.) Recreational Facility, rodeo ground and arena
- 12.) Recreational Facility, vehicular racing facility
- 13.) Theater, movie, indoor
- 14.) Agricultural operation of farm
- 15.) Agritourism
- 16.) Greenhouse and nursery, commercial
- 17.) Keeping of animals, hobby farm
- 18.) Stables, private
- 19.) Stables, public/commercial
- 20.) Winery, with vineyard
- 21.) Impound vehicle storage facility
- 22.) Landfill
- 23.) Manufacturing, processing and packing-heavy
- 24.) Outdoor storage, commercial and industrial
- 25.) Salvage operations
- 26.) Airport
- 27.) Airstrip
- 28.) Bus terminal
- 29.) Freight terminal, railroad
- 30.) Freight terminal, trucking
- 31.) Helicopter landing pad
- 32.) Parking facility, public or commercial
- 33.) Waste management facility
- 34.) Waste management facility, transfer station
- 35.) Wind energy turbine
- 36.) Cemetery

- 37.) Community public safety- prison or penitentiary
- 38.) Government facility
- 39.) School, college or university
- 40.) School, elementary, middle, high school
- 41.) Animal Service, commercial kennel
- 42.) Animal Service, shelter or rescue
- 43.) Crematorium
- 44.) General office and services- Construction and Building Services, outdoor storage
- 45.) General office and services-personal services- funeral home (without crematory services)
- 46.) General office and services-with a drive through facility
- 47.) Vehicle wash
- 48.) Vehicle wash, trucks and heavy equipment
- 49.) Residential useage of any kind
- 50.) Bakery, retail-under 2,000 sqft of gross floor area
- 51.) General retail- over 50,000 sqft gross floor area
- 52.) General retail (outdoor)
- 53.) General retail with a drive-through
- 54.) Liquified petroleum gas (LPG) sales
- 55.) Service station
- 56.) Sexually oriented business
- 57.) Temporary use-special function

This letter serves to verify and ensure that the home which will soon be located at \_\_\_\_\_, and owned by \_\_\_\_\_, will be supplied with the necessary setup to comply with **Community Name** MHC uniformity.

Please verify in writing your commitment to properly setup the home with contractors approved by **Community Name** management prior to work being done.

I \_\_\_\_\_, understand and acknowledge that I have read the New Home Move-In Requirements.

By signing below I'm agreeing to receive prior approval, and communicate with **Community Name** MHC management during all aspects of the home setup process.

I hereby agree that I shall pay for the complete setup of the home to **Community Name** standards and follow all necessary and legal steps to complete the home to such standards in a timely manner.

\_\_\_\_\_.

I agree to contact **Community Name** MHC management following construction steps to set up the home so that the steps can be inspected and approved by management to assure community standards are maintained. \_\_\_\_\_.

I agree to setup the home with all New Home Move in Requirements set forth by **Community Name** MHC. \_\_\_\_\_.

I agree to pay monthly lot rent in a timely manner from the time the home is placed on the lot.

\_\_\_\_\_.



# **Community Name**

## **Guidelines**

These are the guidelines, rules, and standards in the Community designed to protect your health and safety as a Resident here in **Community Name**.

**Community Address**. Kennedale, TX 76140  
Office (XXX) XXX-XXXX

**APPLICATION AND BACKGROUND CHECK PROCEDURE:** All persons 18 and over must apply for residency at **Community Name**. They must fall into the categories listed below, fill out an application, and submit a \$XX.00 non-refundable application fee.

- Persons applying for Occupancy **only** will have only a background check done.
- Persons applying for Residency and Financial Responsibility will have a background check and a credit check done which will be used as part of the process to determine if there is sufficient income to support site rent and utility charges as well as using it to calculate overall Debt to Income ratio (DTI) with a maximum of 50% and Housing ratio with a maximum of 40%.
- Persons who are purchasing a home for sale by owner, listed through a Realtor, or a Broker must provide the purchase agreement by producing a copy of the sales contract, method of payment, and terms of the home sale. It must include purchase price and monthly payment amount including taxes and insurance. (The home purchase can **NOT** close until residency application has been completed and residency been approved)
- Persons who are applying to move in with an existing homeowner in the community must have a letter from the homeowner, requesting that an application be run for residency.
- Any person/persons buying a home through **Community Name Brokerage**, must also submit the application for residency approval within **Community Name** along with their loan application. If purchasing a home with cash, persons must provide proof of funds.
- Persons who are bringing in a home from a retailer, manufacturer, or pre-owned home to place on a vacant lot must apply for residency approval. The application for residency needs to include the information about the home loan payment if there is one so that ratios can be calculated for sufficient income to support site rent and utility charges.

**WHEN MAKING AN APPLICATION:** You will be given a form that lists what documents you'll need to submit with your application. All documents are used to verify income, identity, source of funds, and run a detailed background check. Documents can include Driver's License, S.S. card, ITIN, paystubs, bank statements, W-2's or 10-99's, and any other documents needed for residency verification.

**AIR CONDITIONERS:** Central air conditioners and split units are permitted. Central air conditioners and split units must be located on the side or the rear of the home and must be installed according to city building requirements or manufacturer's installation requirements. **Window air conditioning units are not permitted** without prior authorization from the Management and will only be approved for temporary use until the central unit is fixed or replaced. A licensed electrician must perform all electrical work. (See section on Fines)

**ANTENNAS:** No television, CB, FM or ham radio antennas are permitted to be installed outside of the home without the specific written authorization of Community Management. Management will advise if local ordinances also prohibit different types of antennas in the Community.

**CARPORTS:** All carports must be fabricated of aluminum or steel, specifically designed for awning applications and installed in a safe and decorative manner. All carport installations must be **approved by Management** prior to purchasing and installing.

**BASKETBALL HOOPS:** Portable basketball hoops are allowed. However, they must be following the City of Kennedale ordinances. The hoops cannot be in the street, on the sidewalks or grass area near or on the curbs. All hoops should be laid down beside the home at night. NO PLAYING in the street is allowed at any time.

**CURFEW:** The curfew hours for Occupants **17** years of age and under is **10:00PM Monday through Sunday** within **Community Name**.

**CHILDREN:** Occupants ages **13 to 18** years of age are not allowed to loiter around the Community facilities, roam the streets after 10:00 P.M., or loiter at the office, playground, pool, or clubhouse area without an adult present. Occupants **12 and under** are not allowed to play in parking lots, other Resident home sites without homeowners permission or other Community common areas without adult supervision. **Parents will be held accountable for their children's actions and any damages caused by them to Community property or other Residents property.** Children and their Parents are also subject to criminal prosecution and potential eviction.

**CLUBHOUSE REGULATIONS:** The clubhouse and its variety of facilities are for the exclusive use of Community Residents, their families and their guests. Guests must be accompanied by the homeowner or resident. The use of equipment and facilities is at the express risk of the user who will be held responsible for all damages resulting from misuse and abuse. The clubhouse hours are from 9:00a.m to 11:00p.m and can be reserved during these hours through the **Community Name** Management Office. On some special occasions, the clubhouse may have extended hours upon request approved by Management.

**Residents must be current on all accounts when reserving the clubhouse and on the date of the event they have reserved the clubhouse**

- Children are only permitted in the clubhouse and facilities when accompanied by an adult Resident. **Children must be supervised at all times.**
- Activities involving teens are restricted to areas designated by the adult in charge and do not include running or other horseplay through the building or loitering in the offices, clubhouse, or playground areas.
- Shoes and proper attire must be worn in the building at all times.
- Homeowner Residents may reserve the party room for private entertaining, such as birthday parties, graduations, anniversaries, retirements, holidays, family gatherings, first communions, baptisms, wedding showers, baby showers, homeowner's wedding rehearsals and only the homeowner's wedding reception. The party room cannot be reserved for commercial parties for private clubs, associations, political gatherings, or

religious services. Residents raising funds for charities may reserve the party room with approval of the Management office. Regular, consecutive bookings shall be restricted to social groups totally comprised of Residents. Residents must complete a reservation form and pay, in advance, a deposit of five hundred **\$500.00** dollars to hold their reservation date. The deposit will be refunded if the clubhouse is left in the same condition that it was received. Homeowner Residents will be held responsible for any and all damages to the facilities. In addition, a **\$50.00** cleaning deposit is required. If the clubhouse is left clean, that deposit will also be returned. The Clubhouse must be cleaned and vacated by 9:00 a.m. the day after it has been reserved.

- Party activities must remain within the clubroom, and party activities **are not allowed** in other areas, **outside grounds, playground, or pool**. Violation of this rule will be sufficient grounds for Management to withhold the full cash deposit. **Exception:** With Management approval, inflatables can be approved.
- **Community Name** does not approve alcoholic beverages at the Community clubroom or pool area. Alcoholic beverages are NOT allowed in the building at any time. However, alcohol (such as champagne for a **wedding toast**) may be served under certain planned circumstances and only if in compliance with Kennedale city ordinances. These exceptions must be approved by Management. No alcoholic beverages may be served to anyone under the legal drinking age. Any homeowner who reserves the clubroom will be held responsible if there is any unapproved service of and consumption of alcoholic beverages at his/her party.
- No gambling activities are allowed except those permitted by law and restricted to non-profit service organizations properly licensed by state or local authorities.
- The use of amplifying systems with live or recorded music must be at a minimal level in consideration of Residents living near the clubhouse and must have prior approval by the Management.
- Food and drink are allowed in the party room only.
- Trash must be removed and disposed of properly.
- Management will not be responsible for items left in the clubroom by Residents.
- Persons caught stealing or maliciously damaging the building or equipment will be considered just cause to initiate legal proceeding for eviction and prosecuted to the fullest extent of the law if cost reimbursement methods have been exhausted. **Parents will be held responsible for the actions of their children.**

**COMMUNITY OFFICE:** The Community office is open Monday through Friday for your convenience to assist you with Community-related issues. The Community office hours and telephone number are posted at the office. All Residents are advised to contact the Community office, or stop by in person if you have a Community-related problem

such as: disturbances, payments, additions and changes to your home site or question about the Community rules and regulations. Make all changes related to your residency registration status at the Community office. All delinquent rents after the **grace period** must be paid at the Community office. Do not go to the Community Management or sales personnel's private homes for Community related business other than for emergencies, i.e., fire, major underground water, sewer, or vandalism of Community owned property.

**COMMUNITY HOMESITE FEES:** Every Resident will be paying the current Market Rent when you enter into a lot lease with **Community Name**. Your monthly Community home site fee is also determined by location of the site and will be either a Regular or Premium Fee. The monthly fee is due and payable at the Community office. If any payment is not received by **Community Name** by the end of the **grace period** of the month in which it is due, the payment will be increased by a late fee equal to \_\_\_\_\_ Dollars (\$**XX**.00) on the following day and \_\_\_\_\_ Dollars (\$**X**.00) per day for every day the amount remains unpaid thereafter. Any payment postmarked after the grace period which does not include the late fee WILL NOT be posted to the Residents account until the late fee has been paid.

- **Community Name** does NOT accept partial payments
- **Community Name** does NOT accept or hold postdated checks
- After the **grace period** of each month, all payments must include the \$**XX**.00 late fee plus the \$**X**.00 per day until payment is paid in full.

Sixty (60) days' notice shall be given before vacating the Community unless waived by Management.

Homeowners will be charged \_\_\_\_\_ (**\$XX.00**) dollars for each personal check they write when it is returned by the bank due to non-sufficient funds or the account being closed. If you pay with an NSF check, you will not be able to pay with checks for the next 3 months. If you present a second NSF check, you will not be able to pay with a check for the following 6 months. After that, you will not be allowed to pay by check going forward if you have a third NSF check.

**DELINQUENT PAYMENTS:** Monthly fees paid after the **grace period** can ONLY be paid at the COMMUNITY OFFICE. Payment must be made by cashier's check, personal check, money order, or direct deposit. **NO CASH**. Residents not paying their delinquent monthly fees at the Community office within the **grace period** after the due date shall be sent a legal notice by the Management office for non-payment. The Notice will be a **10-Day Notice to Cure**. This Notice will give the Resident 10 days to pay their delinquent account in full. If the account is not paid in full after the 10-day notice, the Resident will receive a **3-Day Notice to Vacate**. This notice will give the Resident 3 days to vacate the home or pay the delinquent balance in full. Delinquent payments not paid in full at the Community office by the last day indicated on the Notice to Vacate may cause legal action, including eviction, to be instituted by the Management. In the event Management determines any Resident to be delinquent or in default of the monthly fee agreement and/or in violation of the rules and regulations and deems it advisable to commence eviction and/or collection proceedings against such Resident in the court of proper

jurisdiction, then any such Resident may be subject to pay as non-refundable fees and/or charges all expenses and costs, including attorney fees, reasonably related to these proceedings including, but not limited to, the following:

- Preparation and filing of Sworn Complaint for Eviction for Manufactured Home Community;
- Preparation and filing of Eviction/Forcible Worksheet;
- Any court appearance by Community and its attorney;
- Drafting and filing Dismissal of the Eviction; and
- Requesting a Writ of Possession and any fee or charge required by the constable or like officer for causing the service and enforcement of a Writ to recover possession of the premises.

Management may at its discretion report all late payments and court action to any credit reporting agency.

Additional fees are charged for (1) water and sewer fees including flat fees, administration fees and usage fees and (2) storage fees for space reserved in a Community storage area. Management is compelled to collect any state or local taxes and remit the amount collected to the proper taxing authorities.

**COMPANY NAME:** The company name, Community Name, and/or its symbol shall not be reproduced for any purpose whatsoever without the express, written consent of Management.

**CONSTRUCTION AND ACCESSORIES:** Construction of any kind, including painting of the home, whether on a Resident's lot or their home, **must first be approved by Community Management**, in writing, to assure compliance with local, state, and Community requirements. When you choose your contractors, they must come to the office for instructions prior to any work being done on the outside of your home. Local government agencies may require a building permit before starting the work. **The homeowner will be held responsible to comply with any building permit or other local government requirement.**

**ELECTRIC:** A utility pedestal is provided to each home site. The responsibility for providing service to each homeowner is the sole responsibility of a chosen utility company. The Resident will pay all deposits and bills rendered by the utility companies. Residents will not tamper with meters or equipment. Outside liquid propane gas bottles and fuel tanks are not allowed.

**FIREPLACES:** Wood burning fireplaces must be installed by a licensed contractor. The fireplace must be in compliance with any state, local or Community regulations. Proper local permits must be acquired by the homeowner. Chimney stacks must be installed through the home roof, using adequate heat barrier insulation and stack screening to prevent a fire hazard in the Community. Chimney stacks cannot be constructed through

the side wall of the home. Residents with wood burning fireplaces must store firewood in a orderly manner on the sides or backs of their homes. A maximum of one (1) cord of wood can be stored on site. Management will advise you if there is a problem with your firewood storage methods.

**HOME ADDRESS:** Homeowners are required to display Community provided address plaque numbers. The plaque must be located on an end wall as specified by Management. Home address should be visible and legible at all times.

**HOME REQUIREMENTS:** All homes shall be approved by Management prior to being places on a lot.

**HOMESITE:** The following items outline the requirements and standards for your home site at **Community Name**.

- There will be absolutely no outside storage of any kind permitted on the home site except covered garbage containers. (Garbage containers must be stored out of sight.)
- All tools, lawn mowers, toys, and miscellaneous items must be kept in the utility shed.
- Residents are responsible for tree trimming and tree removal (removal requires prior approval by Management).
- Winter protective devices used to prevent heat loss such as plastic or foil over windows and doors cannot be installed on the exterior of the home. Summer protective devices used to prevent loss of cooling such as plastic or foil over windows or doors cannot be installed on the exterior of the home.
- The **only** type of window coverings that should be showing from the outside of your home on the street side are blinds or drapes.
- Each Resident shall be responsible for regular mowing, trimming, watering, fertilizing, weed control, and general maintenance of his/her home site. Cleanup after mowing includes sweeping of sidewalks and driveways, and bagging of leaves and grass. DO NOT sweep or blow grass into the streets.
- Neglected home sites, will be maintained by Community maintenance at a minimum charge of One Hundred dollars (\$100.00 and up) for each time the home site is maintained by Management because of resident's failure to do so. Maintenance of neglected home sites includes cutting the grass, collection of litter, removal of dead trees or shrubs, and weed control.
- Storage under the home or on the site of boxes, bottles, cans, trash, garbage, equipment, or objects which constitute a fire or health hazard or unsightly appearance is not permitted.
- Tents or screen-type gazebos are prohibited on site.
- No laundry shall be hung outside the home, and clotheslines are prohibited.
- Any changes in home size, space arrangement, home addition or attachments to exterior of the home **MUST** have prior written approval by Community Management. A written request or drawn plan must be submitted to Management for approval. All unapproved projects are subject to being removed at owner's expense.
- An approval, if granted, will be given to the written request or plan by Management and a copy put in Residents' file.

- Homeowners and service companies are required to apply for permits from the local municipality building department if required.
- INSTALLATION/MAINTENANCE of any type of vegetable gardens or landscape items requires the specific approval of Management to insure non-interference with underground installations of utilities, local and state codes, or the aesthetics of the Community.
- The exterior of your home must be reasonably maintained on a regular basis. This includes the porches stained and the skirting repaired and repainted.

**HOMESITE APPEARANCE:** No household furniture such as recliners, couches, dining tables or chairs may be kept out on porches. Only outdoor furniture may be out on your porch. Items piled on your deck, around the deck, behind the deck or home, and between the home and storage buildings is unacceptable. This includes exercise equipment, mattresses, bags or cans, trash, old junk, car parts, etc. These items CANNOT be kept on your home site and must be disposed of properly Residents have access to the local landfill by taking your monthly statement with the water bill. Branches, tree trimmings, shrubs, bags of grass or leaves, or any type of landscape materials is not picked up by the weekly trash service.

**LANDSCAPING:** All landscaping improvements installed by Residents shall become a part of the real property of the Community. All landscaping improvements remain upon and are surrendered to the Community when the site is surrendered, vacated, or abandoned. However, at Management's opinion, Resident, at his/her expense when surrendering the site, may remove all such landscaping planted by Resident and Resident shall be responsible for repair of any damage to the real property caused by the removal.

**MOTORCYCLES:** Licensed motorcycles may only be ridden to and from the Resident's home. Please be courteous about motorcycles with loud mufflers. Please be courteous about loud music with regard to motorcycles riding through the Community. Motorcycles cannot be parked or stored on landscaping. Operation of mini-bikes, mopeds, go carts, dirt bikes or three or four wheel all-terrain vehicles are prohibited in the Community. Operation of these vehicles in the Community will be subject to a **fine** by Management. (See section on fines.)

**NOISE CONTROL:** It is the purpose and intent of **Community Name** to guarantee freedom from disturbing noises AT ALL TIMES. Excessive and abnormal use of television, radio and particularly stereos (**including vehicle/motorcycle stereos**), will cease between the hours of 10:00 p.m. and 8:00 a.m. The use of any fireworks is prohibited in the Community and the immediate perimeter of the Community. The use of fireworks in the Community will be subject to a **fine** by Management. (See section on fines)

**PARKING:** Parking is provided for cars on each home site. Please fill your parking pad before parking out in the street.

· **NO PARKING IS PERMITTED ON SIDEWALKS OR LAWNS.**

· Fire, ambulance or other emergency vehicles cannot serve your needs when parked vehicles restrict the right-of-way.

- No illegal street parking is permitted. For example, **NO PARKING IN THE FIRE LANES IS PERMITTED AT ANY TIME.**
- Vehicles illegally parked in streets or vehicles parked in Community parking areas and left unattended for an extended period of time will be towed out of the Community at the owner's expense.
- Additional parking may be installed, at the Resident's sole expense, provided the additional parking area is not in violation of local and state regulations and written **Community Management approval is obtained. Additional parking is based on availability on each lot.**
- Residents may have more than two vehicles, but they must be registered and in working order.
- **DO NOT BLOCK** other Resident's sidewalks or driveways and do not block **Community Name Brokerage** Homes For Sale.
- Vehicle parking is prohibited within 10 feet of any fire hydrant located in the Community.
- **Vehicles must be parked at least 30 feet from any corner or alley entrance in the Community.**

**PET POLICY:** Failure to abide by the Community Pet Policy will result in action up to requiring removal of the pet or eviction.

- 1) Resident must obtain Management written approval for all pets on an individual basis. Residents may have, with Management's prior written approval registered "domesticated" pets. Domesticated pets include cats and dogs, which are typically kept as household pets. Domesticated pets do not include exotic animals, rodents, reptiles, snakes, monkeys and/or farm animals. Management reserves the right to reject pets which may be dangerous to others within the Community. Animals which are not approved of by Management may not be kept within the confines of this Manufactured Home Community. **Residents must provide Management with a photograph of each pet.**
- 2) Residents are required to clean up all animal feces at the home site on a daily basis, and while walking their pet, including the open areas. Any damage to landscaping caused by a pet must be repaired. Please be neighborly and make sure to clean up if your pet uses someone's yard. It is best to try and prevent pets from going in other peoples' yards. **"No person shall discharge, deposit, or allow to accumulate on private or public property in the City of Kennedale, any animal waste. Violators can be charged with a Class C misdemeanor."** (per the City of Kennedale Ordinances)
- 3) Residents are solely and totally responsible for the behavior of their pets. Noisy, unruly, or dangerous (at the sole discretion of the Management) pets will not be allowed to remain in the Community, **even if the pet was previously approved by Management.** Management will require that noisy or unruly pets be permanently removed from the Community following the issuance of a second notice of violation of the Pet Rules. Any pet which bites, attacks, or threatens a

person or other pet in the Community must be removed immediately upon the first notice from Management.

- 4) Pets are **NOT** allowed in any **office, clubroom, playground, or pool areas**.
- 5) If a pet is required for disability or emotional support assistance then certification and documentation from an approved medical provider must be supplied to Management on the disability of the applicant and the capability of the pet. **This does not mean an online certification of approval of a pet being a “therapy” or “emotional” support pet or any other online certification status.**
- 6) Pets may NOT be tethered outside at any time. Fenced-in enclosures, electric fences, invisible electronic dog fences, dog runs and doghouses are not allowed. Residents must walk their pets on leashes. No “Beware of Dog” signs are allowed. Any pet found running loose or tied up outside a Resident’s home may be caught and turned over to the local animal shelter. Residents will be responsible for all costs and charges assessed by the shelter or charges to Management.
- 7) Residents will present valid written proof to the Community office that their pet has been properly inoculated and licensed in accordance with state, county, or local laws and ordinances upon request.
- 8) All pets must wear an identification collar, including owner’s name, address, and phone number.

Resident agrees that he/she assumes full responsibility for the occurrence of any harm, injury, including death, incurred by any person or for any damage to the property of the Community or any other person, as a result of the behavior or conduct of their pet. Management disclaims any responsibility for the occurrence of harm, injury, or death to a pet caused by agents or employees or by Residents or their guests, except for Management’s failure to perform a duty or negligent performance of a duty imposed by law.

**PUBLIC CONVENIENCES:** The public conveniences in this Community are maintained as a service to the Resident and should be respected and cared for in the same manner as the home. Your cooperation in keeping rest rooms, clubhouse, playground, picnic areas, or any other community amenities clean and serviceable is essential and appreciated. Any irregularities in the operation of these conveniences should be reported to Management immediately. Please leave all equipment, machines, and fixtures clean after use.

**RECREATIONAL EQUIPMENT:** Boats, trailers, utility trailers, cargo trailers, motor homes, unmounted truck campers, RV campers, and ATVs are not permitted on site or in Community parking areas. Please check with Management for approval for loading and unloading RVs and boats. **Normal time is 24 hours before for loading and 24 hours after for unloading, then the RV or boat needs to be returned to storage**

**facility.** In Communities that have special storage areas, the Residents may store their recreational equipment in the storage area at an additional fee per month (if space is available). If there is no Community storage area or should space not be available, these items must be kept outside the Community. Vans and van sized mini motor homes may be allowed when used as a second vehicle and approved by Management. Management assumes no responsibility for fire, theft, vandalism or damage of any nature to items stored in the storage area. All Residents using this area will be held responsible to carry insurance on their own equipment as well as current registration and license.

**RECREATIONAL FACILITIES:** Recreational facilities such as the clubroom, playground, bathrooms, picnic area, common areas, swimming pools and patios or any other buildings or rooms for recreational purposes, are for the exclusive use of Residents and their guests (**maximum of 2**), and guests must be accompanied by the homeowner Residents at all times. Posted regulations for the proper use of all facilities should be observed. Equipment and facilities used by Residents and their guests will be at their own risk. Users are also held responsible for damages and breakage. Individual swings, slide sets, play houses, trampolines, or tents, may not be installed on Resident's home sites. Small wading pools, six (6) feet diameter by twelve (12) inches deep, maximum may be placed at home site. For the sake of liability, pools must be emptied when not in use and stored inside utility building nightly. Small sandboxes, four (4) feet by four (4) feet, maximum may also be placed on home. We suggest you have a cover for any sandbox.

**REFUSE AND GARBAGE COLLECTION:** Garbage pick-up will be furnished to each home site by a local trash service. Your Community Management personnel will notify you of your designated pick-up day which is currently Day. Disposable diapers, wipes, tampons and sanitary napkins must be placed in refuse containers, not toilets. At all other times, garbage bags and totes cannot be left out in the street. All compost, grass clippings and leaves must be bagged and put in with the regular trash pickup. They must be disposed of outside the Community at the local landfill if they are not picked up by the trash service. Garbage containers shall be kept in the shed or an inconspicuous place such as behind decks, not in front of decks or at the front of the house or on sidewalks. Residents are required to keep their home sites free of health and fire hazards. Take your large items and other bulk trash to the dump, and any violation notices will be just cause to **fine** Residents and any violations above three (3) will be just cause to initiate legal proceedings for eviction.

**REGISTRATION:** Resident homeowners are responsible to register all occupants residing in their homes, vehicles and their current license numbers and pets, should they have any, at the Community office. THIS REGISTRATION MUST BE KEPT CURRENT throughout the year.

**REPAIR RESPONSIBILITY:** Management shall be responsible for the proper maintenance and repair of all sewer lines and water service lines below grade level (underground) excluding Resident's sprinkler systems. Utility companies, such as telephone, and electric are responsible for their individual underground facilities leading to your home. **Management will be responsible for below ground improvements,**

**excluding sprinkler systems and the Resident shall be responsible for any damage and repairs above ground.** Should the Resident damage any below ground improvements caused by malfunctioning heat tape, plumbing work or digging, damage will be repaired by Management personnel or its contractors and charged to the Resident. Should the blockage of a sewer line be the result of items discarded by the Resident into the sewer, the cost of repair shall be that Residents' responsibility.

**RESALE OF HOMES:** Your lease for the manufactured home site is non-transferable. Additionally, manufactured homes may not be rented or subleased. Residents may resell their home on its site within the Community so long as the home meets Community specifications and the prospective new Resident is approved for residency prior to closing on the sale of the home. If the home does not meet Community specifications, the home must be brought into compliance or be removed from the Community. Residents selling their home on site must have their home inspected by Community Management prior to selling. No home will be allowed to remain on site and your lease for the home site will not be transferred to your buyer. Your buyer must apply for a new lease for the home site. After receiving approval, your buyer must apply to lease the home site and be accepted by Management, pay all applicable fees, deposits (if required) and provide proof of ownership of the home. (See Application & Background Check Procedures on page 3.) Qualification for acceptance into the Community will be based upon acceptance of Community rules and regulations, background check, credit, income, and personal character of purchasers and others who will reside in the home. Resident homeowner or person selling the home is responsible to conform to all sale inspection and approval requirements. Only one "FOR SALE" sign will be permitted. No homemade signs of any kind will be permitted. Signs can be purchased at most home goods stores such as Home Depot or other hardware stores. Any sign not in conformity with this section will be removed by Management without notice. See Exhibit B

#### **RIGHT OF ENTRY**

- Management, reserves the right of entry upon the land upon which a manufactured home is situated for maintenance of the utilities and site, and for protection of the Community, for random home and lot inspections, and to complete a resale inspection.
- Management may only enter a manufactured home without the prior written consent of the occupant in the case of an emergency or when the occupant has abandoned the home.

**SATELLITE DISH POLICY:** **Community Name** has adopted the following policy regarding satellite dishes. Satellite dishes are accepted in the Community at individual home sites under the following conditions:

- Resident must contact Management stating their desire to place a dish at their home site. This request must state location and size of dish. Resident will receive approval of placement within three (3) business days of receiving the request.
- Satellite dishes maximum size is twenty inches (40"), maximum one per home site.

- **Absolutely NO satellite dishes may be installed in the yard of the home. No tripod stands may be installed in the yards.**
- **All dishes must be located at the rear of the home away from the street or streets,** and below the roof line.
- If the dish cannot operate under the above conditions, it is not permitted.

**SECURITY DEPOSIT:** If a security deposit is required from a Resident prior to his/her home being placed on site or ownership transfer, the security deposit will be returned when a Resident leaves, by giving proper notification, all rents are paid current and the home site is vacated in good and undamaged condition in accordance with Management requirements and any existing state or local public acts, laws or ordinances. You must notify the Community office of a forwarding address within four (4) days of moving from the Community. Security deposits are non-transferable.

**SET UP:** The set-up of manufactured homes must conform to **Community Name** procedure (**Exhibit A**). Set-up must be by a licensed reputable dealer and installer to insure a high quality of workmanship. The set-up company must be licensed, bonded, and insured. Set-up will be inspected by Community Management. Wheels, tires, and axles must be removed; the home shall be lowered to a suitable level prescribed by Management and local or state codes and tied down with a device that meets local and state requirements. Hitches and tongues must be removed prior to occupancy and stored under the home. Clothes dryers shall be vented out through the outside of the home or skirting.

**SIDEWALKS, PATIOS, PARKING SPACES:** Sidewalks, patios and parking spaces which are allocated for the home site shall be swept and kept clean of dirt, debris, oil, weeds, snow and ice by the Resident homeowner.

**SKIRTING:** Homes must be skirted with approved materials. Skirting must be placed around entire perimeter of home, properly ventilated in accordance with your Manufactured Home Installation Guide and installed within thirty (30) days of occupancy. Major plumbing connections, i.e., water meter, sewer main, AC drain, and hot water heater drain must be accessible. Access doors must be installed at these points as well as one large enough for access by service people. Any alternative foundation material must be approved by Management in writing. Such material must be specifically designed for skirting applications. Skirting shall be kept in good repair and appearance at all times.

**SOLICITING:** No soliciting or peddling by private or commercial enterprises is allowed. Please report any solicitors to the Management immediately. It is also your responsibility to inform anyone soliciting that we do not allow soliciting in our Community and they need to leave immediately.

**STEPS, PORCHES, DECKS:** Steps, porches and decks must have **MANAGEMENT APPROVAL**. All decks, porches, and steps should look uniform in appearance and all entries must have access in accordance with Kennedale Fire Marshall regulations. All decks, porches, and steps must be of treated lumber.

- **Steps:** Steps made of treated wood with appropriate railings and enclosures and are to be installed by contractors approved by Management. Homeowners are to pay the cost of steps and installation. **NO FIBERGLASS STEPS OR TEMPORARY STEPS ARE ALLOWED.** The Stain must match or compliment home exterior (see Management for details). Handicap ramps added on the home site will be permitted for physically impaired Residents and built according to the ADA standards. Homeowner must submit construction plans to Community Management for approval.
- **Porches:** All back porches must be skirted and conform to skirting requirements on manufactured home. Porches must have metal or wood handrails on all exposed sides if not enclosed. Minimum back porch size is four (4) feet by six (6) feet.
- **Decks:** All front decks must be made of treated wood. Front decks should be covered with a roof. Wood decks must be stained. (painting of decks is highly discouraged; however, you may use solid stain paint). The stain must match or compliment home exterior. Steps and hand railing must be of a material consistent with the deck's construction, with a rail on at least one side of the steps. The Resident must submit to Management complete drawings and specifications of any deck or porch to be built on a home site for written approval by the Management prior to confirming construction by a contractor or purchasing material and beginning construction. Any deviation from these specifications will cause an order for removal by Management. Minimum deck size for homes without factory porches is six (6) feet by twelve (12) feet, and decks must be free standing. Homes with built in porches or decks will be allowed with written approval of the floorplan by Management. Metal handrails are optional. Decks are to be painted to match the skirting on the home.

**Homeowners or contractors must have written approval from Management prior to constructing or fabricating any type of exterior changes or additions on the home site.**

**SWIMMING POOL GUIDELINES (if applicable): THERE IS NO LIFEGUARD ON DUTY**

**POOL HOURS ARE FROM 10:00 AM TO 9:00 PM**

1. For the safety and welfare of children, children under eighteen (18) years of age must be accompanied by an adult.
2. For sanitary health reasons and safety, all children under three (3) years of age must wear approved swim wear (Little Swimmers) at all times when they are either in the pool or within six (6) feet of the pool edge at any time. Management reserves the right to check the type of swim wear being worn.
3. Residents may not bring more than two (2) guests to the pool at any one time.
4. The Pool Area is a **NON-SMOKING AREA**. Do not smoke inside the fenced area.

**Proper Attire**

5. Only regular bathing attire will be permitted in the water. No shorts, cut-off pants or shirts will be permitted.
6. All footwear must be removed before entering the pool.
7. Changing from clothing to swimwear must be done in your own home or restroom.
8. Anyone entering the clubhouse must wear shoes and a covering over his/her DRY swimsuit. **ABSOLUTELY NO WET SWIMWEAR IN THE CLUBHOUSE OR FITNESS ROOM IS PERMITTED.**
9. Beach robe or covering must be worn to and from pool area.

### **Alcoholic Beverages are not allowed at the pool.**

No alcoholic beverages are allowed in the pool area.  
No glass containers are allowed in the pool area.  
No BBQ pits inside the pool enclosure.

### **Special Restrictions**

- Admission to the pool may be denied to those obviously suffering from heavy colds, coughs, inflamed eyes or ears. Swimmers must be free of any skin condition, bandages, or open sores.
- Swimmers may not shampoo or use soap in the pool.

### **Miscellaneous**

- Management where required, reserves the right to limit the number of Residents or guests in the pool. **Maximum capacity per the City of Kennedale is 50 persons.**
- Upon notice from Management, all persons must leave the pool and remain out of the pool until the signal is given to re-enter the pool.
- No pets are allowed in the pool area.
- No running, pushing, wrestling, ball playing, rough play, shouting, cursing, dunking, or any other improper behavior will be permitted.
- The pool will be closed during storms of any nature or when the temperature drops below seventy (70) degrees Fahrenheit.
- The pool cannot be used when closed due to bad weather or after regularly scheduled pool hours.

**VIOLATION OF THE AFOREMENTIONED POOL RULES WILL BE SUFFICIENT CAUSE FOR SUSPENSION OF POOL PRIVILEGES FOR ONE (1) TO THIRTY (30)**

DAYS, DEPENDING ON THE SEVERITY OF THE VIOLATION. CONTINUED VIOLATIONS WILL BE JUST CAUSE FOR CANCELLATION OF PRIVILEGES OR MORE STRINGENT ACTION TO BE TAKE BY MANAGEMENT.

**TELEVISION AND INTERNET:** Each Resident can choose their own provider of services. There are various Cable and Satellite Services available in the Community. Any Resident or homeowner who illegally taps into the satellite or cable channels without the cable company's approval shall be subject to any legal proceedings initiated by the providers. The companies can terminate ALL programming if you have violated this law.

**TRAFFIC AND VEHICLE REGULATIONS:** All traffic regulations will be observed and obeyed throughout the Community. **A XX MILE PER HOUR** speed limit is enforced in **Community Name**. **Stereo systems in cars or on motorcycles should be minimized while in the community.** Violators will be issued violations and three (3) violations shall be considered just cause to issue a **FINE**. Continued violations may be referred to the local police for further action and the Resident is subject to legal proceedings for eviction.

**UTILITY SHEDS:** Only one utility shed will be allowed on each home site. The maximum utility shed size in each Community is controlled by either **Community Name** regulations or local ordinances or codes. Generally, **Community Name** regulations permit a minimum size shed of ten (10) feet by ten (10) feet and a maximum size shed of twelve (12) feet by fourteen (14) feet, and the shed shall be no higher than nine (9) feet unless incorporated within a carport, if it complies with local codes. Contact the Management office prior to purchasing or installing any size shed. All sheds must be securely anchored to the foundation. Over the top, wire tie-downs are not allowed. Sheds must be kept in good exterior repair at all times. Complete drawings showing size, height of roof, door location, overhang, elevations, etc., must be submitted to the Management for prior approval. All sheds shall be placed no closer than five (5) feet from the Resident's home. Contact your Management prior to purchasing or installing any size shed. Additional foundation work required to enlarge the shed foundation is the direct responsibility of the Resident but must have Management approval for size, location and construction materials. All sheds must comply with state and local approved ordinances. Wood doors must have a frame, not just plywood, to prevent the doors from warping. All doors shall be hinged. All doors to utility buildings and garages must be kept closed while not in use. The color of all sheds and trim shall match the color of the home.

**VEHICLE REPAIRING:** Minor repairs on site, such as changing fan belts, tires and batteries are allowed. **Repairs such as oil changes, replacing mufflers, brakes, transmissions, engines, body work, and body refinishing are not permitted. Vehicles cannot be put up on ramps or blocks for repairing. Residents are required to clean up unsightly oil deposits caused by their vehicles or their guests' vehicles.** No repairs that will take longer than one (1) day, are allowed. Vehicles that are found on jacks, or with the wheels chocked will be tagged for towing. Vehicles tagged for towing will be given 24 hours to correct the issue and then towed at the owner's expense.

**VEHICLE WASHING:** Resident owned vehicle washing is allowed as long as it is not a commercial operation.

**VEHICLES:** Residents will display a Community sticker in the windshield of each vehicle for security purposes. Vehicles kept on home sites or in Community parking areas must have current up-to-date license (this includes temporary paper tags) and be self-operable or be removed from the Community. Resident vehicles leaking oil or other liquids on the driveway or street shall have the vehicle repaired as well as the area cleaned. Homeowner will be held responsible for clean-up and/or replacement of damaged asphalt or cement.

**VISITORS:** Manufactured homes in this Community are solely for single family dwellings unless otherwise noted in the lease agreement. There are restrictions on the numbers of persons per bedroom which consists of two (2) per bedroom + one or per local laws, whichever is more applicable and/or enforceable. A bedroom is defined as a room originally designed for sleeping by the manufacturer. Such home will be used and occupied by Lessee solely as a private dwelling and for no other purpose. Persons who reside at a home for more than 30 days must register at the office and in some cases will have to fill out an application for residency.

**IMPORTANT NOTICE:** Shelter facilities for severe weather conditions, tornadoes, hurricanes, etc., **ARE NOT AVAILABLE IN THIS COMMUNITY.** During severe weather, Residents and all other non-Residents in the Community are responsible for taking their own safety precautions.

**EQUAL APPLICATION FOR GUIDELINES:** The guidelines set out herein are designed to create and maintain a harmonious and comfortable living environment. Fair and equal application of these guidelines is the committed responsibility of **Community Name** and will be maintained by its Community Management personnel. **Community Name** insists their employees maintain a courteous and respectful attitude towards the Residents. Profanity, physical threats, or actual harm will not be tolerated. **Community Name** Management expects the same courtesy from their Residents. Unacceptable behavior on the resident's part will be considered just cause for termination of residency. If, on occasion, proper administration of these guidelines has not been maintained, **Community Name** Management invites you to bring these matters to our attention.

## **EXHIBIT A - MANUFACTURED HOME SET-UP GUIDELINE INFORMATION FOR HOMEOWNER**

- Manufactured home must be blocked and leveled (on piers, pad or runners), maximum of eighteen (18) inches high on blocking at lowest end of home. Occasionally, homes may have to be re-leveled.
- Minimum six (6) inches by six (6) inches by ten (10) feet hardwood beams must be used for blocking and setting up homes on piers which have non-standard width frames. Blocking shims shall not exceed two and one-half (2 1/2) inches in thickness.
- Hitch(es) must be removed and stored under home.
- Axles, tires, and springs must be removed from home.
- Electric power supply must be installed the distance from meter pedestal to home. Permit must be pulled per city requirements and installed by licensed electrician.
- Prior to installing the water hookup to a home, a licensed plumber must be hired and a permit must be pulled from the City of Kennedale. NO EXCEPTIONS.
- All sewer pipes to be Schedule 40 PVC and must have minimum one quarter (1/4) inch drop per foot. Support plumber straps are required on all sewer lines. One (1) must be at all outlets of home and at five (5) foot intervals thereafter. Fernco rubber flare or bell seal is installed on sewer pipe to prohibit leakage and sewer gas. Never install a heat tape on a sewer line.
- Homeowners are responsible for having a functional smoke detectors which are approved by a nationally recognized, independent testing laboratory and a fire extinguisher, minimum rated 2A-10BC. Smoke detectors should be installed per fire code.
- Water line to home must be minimum one half (1/2) inch outside diameter.
- All newly set up homes are inspected for water leakage. Leaks could occur at any time after you move in. It is critical and required that leaking water lines or dripping faucets are immediately repaired.
- State/municipal approved anchor system must be used per home installation booklet.
- Address numbers must be installed on the front of the home, minimum three (3) inches high; block type address plaque if not available from Management office.
- General Information - Homeowners should know how and where to shut off the water in case of emergency.

## **EXHIBIT B - HOMEOWNER'S RESALE INSPECTION INFORMATION**

**Community Name** does not warrant that the manufactured home inspected is in conformity with applicable building code, that the manufactured home is free from defects, or that the mechanical, plumbing or electrical systems, including appliances, are in working order. The Resale Inspection does not create any warranty of merchantability and there are no other warranties created herein. Resident/Seller acknowledges that the required Resale Inspection is for and in determination of whether the manufactured home is eligible to remain in the Community in accordance with applicable Community and other manufactured home rules or law.

All items listed below will be inspected. Should any item not be in compliance as far as the aesthetics or condition of same, it will be noted for replacement, repair or removal.

Inspected items: exterior of home; adjacent structures; address; doors; windows; siding; skirting; and holes caulked; paint; screws; dryer vented outside; steps; handrail; porches; decks; railings; awnings; carports; skirting; shed type, size, ten (10) foot clearance, paint, doors; foundation; heat tape or heat rod; exterior water and sewer lines; water shutoff valve for water service supply, hitch under home; tie downs; no combustible material under home; lawn; parking area cleanliness; sidewalk; patio; site light (if present); general cleanliness and maintenance of site including lawn, landscape, and lawn sprinkler irrigation system; plantings; electrical line off ground; antennas.

\*After the inspection is completed, a list of items needing attention will be presented to the Resident/Seller. Prior to the sale of the home, an agreement must be reached between seller and purchaser as to who will perform which items on the list along with deadlines. The agreement must then be presented to the **Community Name** Management before the home sale is closed. A new lease will not be done and the account of the Resident/Seller will not be closed out until this is completed.

**GUIDE FOR BETTER COMMUNITY LIVING AGREEMENT**

I/We hereby acknowledge receipt of the **Community Name Guidelines** Rules and Regulations booklet including any addendum and agree:

INDEMNIFICATION: **Community Name** SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND WHATSOEVER TO THE PERSON OR PROPERTY OF ANY RESIDENT OR TO ANY OF THE EMPLOYEES, FAMILY MEMBERS, GUESTS, INVITEES, PERMITTEES OR LICENSEES OF ANY RESIDENT, OR ANY OTHER PERSON WHATSOEVER, CAUSED BY ANY USE OF THE COMMUNITY OR PREMISES, CAUSED BY A DEFECT IN IMPROVEMENTS ERECTED THEREON, OR ARISING FROM ANY ACCIDENT ON THE COMMUNITY OR PREMISES, ARISING FROM ANY FIRE OR OTHER CASUALTY THEREON, OR ARISING FROM ANY CAUSES WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY ACTIONS OR NEGLIGENCE ON THE PART OF ANY OTHER RESIDENTS OR THEIR FAMILIES, AGENTS, EMPLOYEES, GUESTS, INVITEES, OR LICENSEES. AS A MATERIAL PART OF THE CONSIDERATION OF THIS AGREEMENT, RESIDENT HEREBY WAIVES ALL CLAIMS AND DEMANDS AGAINST OWNER, AND HEREBY AGREES TO INDEMNIFY AND HOLD **Community Name** FREE AND HARMLESS FROM LIABILITY FOR ALL CLAIMS AND DAMAGES, FOR ANY SUCH LOSS, DAMAGE OR INJURY, TOGETHER WITH ALL COSTS AND EXPENSES ARISING THEREFROM OR IN CONNECTION THEREWITH, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES WHETHER SUCH DAMAGES, COST, OR EXPENSE IS SUSTAINED BY SAID RESIDENT, HIS/HER FAMILY MEMBERS, AGENTS, EMPLOYEES, GUESTS, INVITEES, OR LICENSEES.

To the terms and conditions set forth in the **Community Name** Guidelines as may be amended by Management from time to time.

It is further understood and agreed that any violations of the **Community Name** Guidelines or any interference with the rights of Management or other Residents for which I/We have received written reminder or violation notices from Management, shall be construed as failure on my/our part to perform the responsibilities of my/our tenancy and my/our tenancy may be terminated.

I/We also understand that if the monthly fee is not received in the administrative office within the **grace period** of the posted due date, a penalty fee of \_\_\_\_ (\$XX) dollars plus \$X.00 per day thereafter will be charged. All checks received after the **grace period** must include the full late fees of \_\_\_\_ (\$XX) dollars plus additional \$X.00 per day or the check will be returned. Resident will be charged (\$XX) dollars for each personal check which is returned by the bank due to non-sufficient funds in the account.

BY \_\_\_\_\_  
MANAGEMENT

BY \_\_\_\_\_  
RESIDENT

BY \_\_\_\_\_  
RESIDENT

DATE \_\_\_\_\_ ADDRESS \_\_\_\_\_

I/we acknowledge that I/we have been offered an opportunity to enter into a twelve (12) month lease and hereby decline to do so.

BY \_\_\_\_\_  
RESIDENT

BY \_\_\_\_\_

RESIDENT

**COMMUNITY NAME**  
**Kennedale, Texas 76140**

**SEPARATE DISCLOSURE STATEMENT**  
**Provided in accordance with**  
**Texas Property Code §94.051(3)**

This sheet is to be signed and left with **Community Name** management when an application is submitted, indicating that you have received the notice below and a copy of a Residency Agreement blank form and a copy of the Guidelines for Community Living (Rules and Regulations). The terms of the notice become applicable if your application has been approved. Another copy of this statement is enclosed for your convenience at the end of the Residency Agreement.

**You have the legal right to an initial lease term of six months. If you prefer a different lease period, you and your landlord may negotiate a shorter or longer lease period. After the initial lease period expires, you and your landlord may negotiate a new lease term by mutual agreement. Regardless of the term of the lease, the landlord must give you at least 60 days' notice if the landlord will not renew your lease and will require that you relocate your manufactured home or recreational vehicle. During the 60-day period, you must continue to pay all rent and other amounts due under the lease agreement, including late charges, if any.**

**Full Name**  
**Lot #**  
**Address**  
Kennedale, Texas 76140

**Date:** \_\_\_\_\_

HOMEOWNER OR APPLICANT

---

**Homeowner**

---

**Homeowner**

**Kennedale, Texas  
RESIDENCY AGREEMENT**

**Full Name of Residents**

Lot #

Address

Kennedale, Texas 76140

This Residency Agreement is between \_\_\_\_\_, LP, doing business as **COMMUNITY NAME** ("Community Name")  
And **Resident Name**.

The primary term of this Agreement shall commence on **Date**. ("EFFECTIVE DATE") and shall continue, subject to the provisions of the Agreement, at rental rates established and adjusted annually by the Community  
(a) until 5:00 p.m. on the same day of the sixth calendar month after the EFFECTIVE DATE, or  
(b) Until the later date of **Date**.

**if initialed here by both**

**COMMUNITY NAME X \_\_\_\_\_ and  
HOMEOWNERS X \_\_\_\_\_ & \_\_\_\_\_.**

Upon expiration of this primary term the Agreement shall automatically renew month-to-month unless either party gives written notice of termination to the other party at least sixty (60) days before the end of the primary term or a future renewal term or unless the parties execute another Residency Agreement.

The purpose of this Agreement is to describe the unique relationship that exists between two property owners: **TCRG Residential**, which owns the real estate and common area improvements at **COMMUNITY NAME** in Kennedale Texas ("COMMUNITY") and HOMEOWNER, who owns a manufactured home located in the COMMUNITY. This Agreement allows HOMEOWNER to use the above home site for the placement of his or her manufactured home to be used as his or her personal and actual residence and allows HOMEOWNER the use of common area facilities at the COMMUNITY, subject to lawfully established rules and regulations.

- 1) **MONTHLY RENTAL PAYMENTS.** In consideration for the use of common area facilities and for the use of a place to locate a home, the HOMEOWNER will pay to **COMMUNITY NAME** on the first day of every month **\$ \*\*\*\*\*.00** as adjusted annually by written notice provided to HOMEOWNER at least sixty (60) days in advance.
- 2) **HOMEOWNER initials X \_\_\_\_\_ & \_\_\_\_\_.**
- 3) **If HOMEOWNER's initials do not appear here, this entire Agreement is void and HOMEOWNER has no rights of tenancy.**
- 2) **SECURITY DEPOSIT.** HOMEOWNER shall pay a security deposit of **\$ \*\*\*\*\*.00** to secure faithful performance of all the terms and provisions of this Agreement and the rules and regulations. Any security deposit remaining on termination of tenancy, after lawful deductions for accrued rent and damages, shall be returned to HOMEOWNER within thirty (30) days or on later receipt by **COMMUNITY NAME** of HOMEOWNER's forwarding address. **COMMUNITY NAME** shall provide an itemization of the deductions. **If HOMEOWNER does not give COMMUNITY NAME at least thirty**

**(30) days written notice of termination and intent to move from the COMMUNITY, the security deposit shall be forfeited and retained by COMMUNITY NAME.**

3) WATER, SEWER, AND TRASH COLLECTION. HOMEOWNER shall also pay when and as rent is payable, all amounts billed by COMMUNITY NAME for water, and sewer, gas and trash collection services provided to HOMEOWNER. Sub metered water charges and sewer charges shall be in accord with the Rules for Water and Wastewater published by the **Public Utility Commission of Texas (PUC)**, a summary of which is appended to this Agreement with a Water Sub metering Addendum to be executed by the HOMEOWNER and COMMUNITY NAME

4) ADDITIONAL CHARGES. **If any payment (except payments for water and sewer) is not received by COMMUNITY NAME by the fifth day of the month in which it is due, the payment will be increased by a late fee equal to \_\_\_\_\_ dollars (\$XX.00) on the sixth day and \_\_\_\_\_ dollars (\$XX.00) per day for every day the amount remains unpaid thereafter. A reconnect fee of \_\_\_\_\_ dollars (\$XX.00) may be charged if water or sewer service has been disconnected for nonpayment. \_\_\_\_\_ dollars (\$XX.00) will be charged for NSF checks and checks returned for any reason.**

4) PAYMENTS. All payments of any rent or other charge shall be made by cashier's check, bank certified check, personal check, money order, or direct deposit. Payments tendered in cash will not be deposited. If HOMEOWNER'S personal check has been returned unpaid by a bank for any reason, COMMUNITY NAME reserves the right to require HOMEOWNER to make all future payments by cashier's check, bank certified check, money order, or direct deposit. Payments from HOMEOWNER to COMMUNITY NAME shall first be applied to discharge any past due amounts including, but not limited to, late payment penalties or charges, returned check charges, trash and past due rent. After such amounts have been paid, the remainder received by COMMUNITY NAME shall be applied to past due sewer and water bills, then to current rent and trash bills, then to current sewer and water charges.

7) PROPERTY TAXES. HOMEOWNER agrees to pay all property taxes assessed against the manufactured home by the original due date and to provide COMMUNITY NAME with written receipt evidencing such payment within sixty days after the original due date. Failure to timely provide such receipt will constitute a breach of this Agreement.

8) OTHER OCCUPANTS. In addition to HOMEOWNER, only the following persons will reside on the home site for more than thirty (30) days during any twelve-month period; the age and relation

to HOMEOWNER are accurately shown:

**Name:** \_\_\_\_\_ **Date of birth:** \_\_\_\_\_

**Relation:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date of birth:** \_\_\_\_\_

**Relation:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date of birth:** \_\_\_\_\_

**Relation:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date of birth:** \_\_\_\_\_

**Relation:** \_\_\_\_\_

- 9) THE HOME: HOMEOWNER is the registered owner and may or may not be the legal owner of the manufactured home. HOMEOWNER agrees to give written notice to **COMMUNITY NAME** of changes in this information within ten (10) days of the change:

**Home manufacturer :** \_\_\_\_\_

**Model year :** \_\_\_\_\_

**Serial number(s):** \_\_\_\_\_

**License for home (if any)**

\_\_\_\_\_

**Legal owner or lien holder:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Lien holder loan number:**

\_\_\_\_\_

- 10) FACILITIES AND SERVICES. The physical improvements provided for the exclusive use of

HOMEOWNER are the home site referenced above and utility connections located thereon. Other improvements located on the home site at the initiation of this Agreement such as concrete surfaces, if any, trees and other fixtures are provided "as is" and are to be maintained or replaced by HOMEOWNER as needed during the period of HOMEOWNER's tenancy. Streets and common area facilities are provided for HOMEOWNER's shared use with other residents and authorized guests. **COMMUNITY NAME** will continue to maintain these shared facilities unless HOMEOWNER is notified of a change. Other services and activities may be provided from time to time without additional charge; any service for which there is a special charge shall be an optional service unless stated otherwise in this Agreement. Services, which are provided currently with or without fee, may be continued, but **COMMUNITY NAME** does not represent or warrant that any particular service will continue for the full term of this Agreement. **COMMUNITY NAME** may charge a reasonable fee for services relating to the land and premises upon which a manufactured home is situated in the event HOMEOWNER fails to maintain such land or premises in accordance with the guidelines (Rules and Regulations) of **COMMUNITY NAME** after written notice to HOMEOWNER and the failure of the HOMEOWNER to comply within a specified number of days. The written notice shall state the specific condition to be corrected and an estimate of the charges to be imposed by **COMMUNITY NAME** if **COMMUNITY NAME** or its agent performs the services.

- 11) TERMINATION FOR OTHER THAN NONPAYMENT. HOMEOWNER's right to occupancy shall terminate or may be terminated as follows:
  - a. at the end of the term of this Agreement or a future term on sixty (60) days written notice by either **COMMUNITY NAME** or HOMEOWNER; or
  - b. at any time HOMEOWNER shall be in default or in breach of any provision of this Agreement (or the other documents incorporated herein and made a part hereof by reference, such as the community rules or guidelines) upon written notice of such breach or default given by **COMMUNITY NAME** in accordance with Chapter 94 of the Texas Property Code; or
  - c. in accordance with the provisions hereof relating to eminent domain or change in land use; or
  - d. at such other time as may be agreed by the parties hereto in writing.
  
- 12) TERMINATION FOR NONPAYMENT. In the event HOMEOWNER fails to timely pay rent or other amounts due under this lease that in the aggregate equal the amount of at least one month's rent, **COMMUNITY NAME** shall provide HOMEOWNER written notice and opportunity to cure such delinquency before the tenth day after the date HOMEOWNER receives the notice. If HOMEOWNER fails to cure such nonpayment within the ten day period, **COMMUNITY NAME** may immediately thereafter file for eviction or pursue other legal remedies.
  
- 13) REMEDY FOR EARLY TERMINATION. The maximum amount **COMMUNITY NAME** may recover as damages for HOMEOWNER's early termination of this Agreement is an amount equal to the amount of rent that remains outstanding for the remainder of the term of this Agreement as of the date of such early termination and any other amounts owed for the remainder of this Agreement under the terms of this Agreement. If HOMEOWNER's home site is reoccupied before the twenty first day after the date HOMEOWNER surrenders the home site, the maximum amount **COMMUNITY NAME** may obtain is an amount equal to one months rent.
  
- 14) CHANGE IN LAND USE. Notwithstanding any statement in this Agreement to the contrary, **COMMUNITY NAME** may terminate this Agreement without cost or liability upon a change in land use if, and only if, not later than the one hundred twentieth day before the date the land use changes, (i) **COMMUNITY NAME** sends notice to (i) HOMEOWNER, and to the owner of the manufactured home if the owner is not HOMEOWNER, and to the holder of any lien on the manufactured home specifying the date that the land use will change, and informing HOMEOWNER, owner and lienholder, if any, that the owner must relocate the manufactured home; and (ii) **COMMUNITY NAME** posts in a conspicuous place in the COMMUNITY a notice stating that the land use will change and specifying the date that the land use will change.

COMMUNITY NAME is required to give the owner and lienholder, if any, the notice required by this section only if COMMUNITY NAME is given a written notice of the name and address of such owner and lienholder.

- 15) CONDEMNATION. Condemnation of the home site which is the subject of this Agreement or all or a substantial portion of the COMMUNITY NAME shall be sufficient grounds for the unilateral termination of this Agreement by COMMUNITY NAME however, in such event, COMMUNITY NAME shall notify the HOMEOWNER in writing as required by law. No award for any partial or entire condemnation of the COMMUNITY shall be apportioned, and the HOMEOWNER hereby renounces any interest in any award resulting from a condemnation of all or part of the real property, improvements and business at the COMMUNITY NAME. COMMUNITY NAME renounces any interest in any relocation award or personal property compensation made to the HOMEOWNER in connection with the condemnation or forced relocation of the HOMEOWNER's home and its appurtenances by a government body; unless the HOMEOWNER makes a claim against COMMUNITY NAME for a relocation award or property compensation in connection with the displacement.
- 16) RULES AND REGULATIONS. Attached to this Agreement and incorporated by this reference is a copy of the Rules and Regulations of the COMMUNITY NAME which are sometimes referred to as Guidelines for Community Living, or simply "guidelines". The HOMEOWNER agrees to abide by and conform to all of the present guidelines and all future guidelines, adopted by COMMUNITY NAME and implemented in compliance with state law. The HOMEOWNER acknowledges receipt of a copy of the guidelines prior to signing this Agreement. COMMUNITY NAME may, at its discretion and in a manner consistent with existing law, amend the guidelines from time to time and shall specify the date of implementation of each such amendment with at least thirty (30) days advance notice in writing. COMMUNITY NAME shall provide HOMEOWNER with at least ninety (90) days notice of any amendment that will require in excess of \$ \_\_\_\_\_ dollars (\$XX.00) by HOMEOWNER to comply.
- 17) INSTALLATION, CONSTRUCTION AND MODIFICATIONS. The manufactured home shall be installed (set-up and tied-down) in accordance with the Texas Manufactured Housing Standards Act and other applicable governmental statutes, ordinances, rules and regulations. This will be HOMEOWNER's responsibility and COMMUNITY NAME shall in no way be responsible or liable for any improper installation. Approval of COMMUNITY NAME must be obtained before construction, installation or modification of any manufactured home accessory, equipment or other structure, and any required building permits must first be obtained.
- 18) DAMAGE OF HOME. If the HOMEOWNER's home or other improvement is destroyed or so damaged by fire or other cause as to be wholly or partially unfit for occupancy or use, the HOMEOWNER shall continue to make all payments called for by the terms of this Agreement. However, should the HOMEOWNER fail to make the home or other improvement fit for occupancy or use or to remove it within thirty (30) days and replace it within sixty (60) days of such destruction or damage, either the HOMEOWNER or COMMUNITY NAME shall have the option to terminate this Agreement immediately upon written notice sent to the other party at its last known address. If the home or other improvement is destroyed or irreparably damaged, then it shall be removed promptly by the HOMEOWNER at his or her own expense. If the HOMEOWNER fails to so remove it, COMMUNITY NAME may, with notice, remove it and charge the HOMEOWNER for the cost, which sum shall be due and payable immediately.
- 19) FIXTURES. All plants, shrubs, and trees planted on the home site as well as all nonresidential structures embedded in the ground including concrete shall not be removed by the

HOMEOWNER without prior written consent of **COMMUNITY NAME**. The HOMEOWNER shall maintain all such plants, shrubs, trees, concrete and structures during the term of the HOMEOWNER's residency, and upon the expiration of this Agreement if such items (except plants, shrubs, and trees planted by the HOMEOWNER) are damaged, the HOMEOWNER shall repair any damage.

- 20) **CONTRACTUAL LIEN.** **COMMUNITY NAME** shall have and is hereby granted a lien upon all non-exempt property of any kind (expressly including the manufactured home) found or located on the home site or in the COMMUNITY to secure payment of rent due or to become due under this Agreement. If HOMEOWNER is delinquent in payment of any rental due under this Agreement, **COMMUNITY NAME** shall have the right to enter peacefully the home site, manufactured home or storage facilities to exercise **COMMUNITY NAME** contractual lien. HOMEOWNER's absence from the home site for three (3) consecutive days, while all or any portion of the rentals or other sums due under this Agreement are delinquent, shall be deemed an abandonment of the home site. In order to clear such abandoned home site, **COMMUNITY NAME** may enter the home site, manufactured home and storage facilities to remove and store all property of every kind found therein. **COMMUNITY NAME** may impose reasonable charges for storing seized or abandoned property and may sell the same at a private or public sale after thirty (30) days written notice to HOMEOWNER of the time and place of the sale, and **COMMUNITY NAME** shall have the right to become purchaser upon being the highest bidder at such sale; the notice shall be deemed to have been given at the time of placing such notice in the U.S. mails, postage prepaid, certified, or registered mail to HOMEOWNER at the street or post office address hereinabove set forth. Sale shall be to the highest cash bidder and proceeds thereof shall be first credited to the cost of seizure, storage and sale, and then to delinquent rentals or other sums due **COMMUNITY NAME**; if any sale proceeds then remain, such shall be held by **COMMUNITY NAME** for HOMEOWNER and **COMMUNITY NAME** shall notify HOMEOWNER of such surplus monies in the same manner required for notice of sale. It is expressly agreed that all of the lien provisions of this paragraph and the procedures contemplated thereby shall be available to, and may be done for, **COMMUNITY NAME** without the necessity of any prior court hearing, proceeding or order. **COMMUNITY NAME** shall have no liability to HOMEOWNER whatsoever for any acts or actions taken or performed pursuant to the provisions of this paragraph.
12. **INDEMNIFICATION.** HOMEOWNER hereby agrees to indemnify and hold **COMMUNITY NAME** harmless for any injury or death to any person or damage to any property arising out of the use of the COMMUNITY by HOMEOWNER, HOMEOWNER's family, agents, employees, guests or invitees. HOMEOWNER is to keep the manufactured home and home site in good and safe condition, and notify **COMMUNITY NAME** immediately of any unsafe or unsanitary conditions in the COMMUNITY or upon COMMUNITY property or to the home site. HOMEOWNER agrees to pay any resident for any damages caused by HOMEOWNER, HOMEOWNER's family, agents, employees, guests or invitees.
- 21) **CRIMINAL ACTIVITY.** HOMEOWNER shall not engage in criminal activity in **COMMUNITY NAME** nor permit others who have entered on HOMEOWNER's home site because of a relationship with HOMEOWNER to engage in such activities. This provision shall prohibit HOMEOWNER or any person on the premises by HOMEOWNER's invitation, request or permission from illegally manufacturing, selling, distributing, using or possessing a controlled substance; engaging in any criminal activity or other activity intended to facilitate criminal activity; participating in unlawful acts of violence or making threats of such violence; or unlawfully discharging a firearm.
- 22) **ATTORNEY'S FEES AND COURT COSTS.** The prevailing party in any action under this

Agreement shall be entitled to reasonable attorney fees and costs set by the court. **If this Agreement is referred for collection to an attorney, HOMEOWNER agrees to pay an attorney's reasonable fee, all court costs and disbursements, plus all actual and reasonable out-of-pocket expenses incurred in connection with collection procedures.**

- 23) SUCCESSORS TO COMMUNITY NAME. If COMMUNITY NAME should sell its property at the COMMUNITY and assign its rights and obligations under this Agreement to the new owner, the HOMEOWNER shall honor such as assignment by recognizing the new owner in COMMUNITY NAME place and by releasing COMMUNITY NAME from all further obligation under this Agreement. The HOMEOWNER shall and hereby does subordinate its interests, to COMMUNITY NAME successors and to lenders who may be granted a security interest in the COMMUNITY's property. The HOMEOWNER empowers COMMUNITY NAME and its successors as attorney-in-fact to execute all instruments necessary to accomplish such subordination.
- 24) SUCCESSORS TO THE HOMEOWNER. The HOMEOWNER may not assign this Agreement although a buyer will be offered a new Agreement (at a monthly payment rate then established for new homeowners) upon COMMUNITY NAME approval of the buyer, which will not be unreasonably withheld. Should this Agreement be assigned, as a matter of law with or without COMMUNITY NAME consent, the monthly rent payable by the assignee shall be at the monthly rate established by COMMUNITY NAME for new homeowners.
- 25) INTERPRETATION. This Agreement and the relationships between the HOMEOWNER and COMMUNITY NAME shall be subject to Texas Law. All references to HOMEOWNER shall include and mean all and any occupant(s) of the manufactured home on the home site covered by this Agreement. Each provision of this Agreement is separate, distinct, and individually enforceable. In the event any provision is declared unlawful, the enforceability of all the other provisions shall not be affected.
- 26) WAIVER. The waiver by COMMUNITY NAME of any default of the HOMEOWNER or the acceptance by COMMUNITY NAME of payment with knowledge of any default of any term, covenant or condition of the Agreement shall not be deemed to be a waiver by COMMUNITY NAME of any subsequent or further breach by the HOMEOWNER of any term, covenant or condition of this Agreement. The failure by COMMUNITY NAME to take any action in respect to any default of any term, covenant or condition shall not be deemed to be a waiver by COMMUNITY NAME of such default or any other or further default(s) and COMMUNITY NAME reserves the right to pursue its remedies in full at any time.
- 27) NOTICES. Notices from HOMEOWNER to COMMUNITY NAME shall be delivered to COMMUNITY NAME Management Company, COMMUNITY ADDRESS. The telephone number of the person who may be contacted for emergency maintenance is (XXX) XXX-XXXX. Notices from COMMUNITY NAME to HOMEOWNER shall be delivered to the home site hereby leased by HOMEOWNER in the COMMUNITY. Either party may, by written instruction to the other party, change the address where the party desires to receive notice. The address of the owner is TCRG Residential Address.
- 28) VALIDITY. This Agreement is void, invalid, of no effect and HOMEOWNER shall have no tenancy or right to occupancy if HOMEOWNER has not initialed paragraph 1 concerning

**Monthly Rental Payments and executed this Agreement.**

**COMMUNITY NAME**

**Managing Agent**

\_\_\_\_\_  
**Community Director**

**Date** \_\_\_\_\_

\_\_\_\_\_  
**HOMEOWNER**

\_\_\_\_\_  
**HOMEOWNER**

**Every resident adult, including spouses, must sign as Homeowner**



**COMMUNITY NAME**  
**Kennedale, Texas**

**SEPARATE DISCLOSURE STATEMENT**

**Provided in accordance with  
Texas Property Code §94.051(3)**

The terms of the notice become applicable if your application has been approved:

**You have the legal right to an initial lease term of six months. If you prefer a different lease period, you and your landlord may negotiate a shorter or longer lease period. After the initial lease period expires, you and your landlord may negotiate a new lease term by mutual agreement. Regardless of the term of the lease, the landlord must give you at least 60 days' notice if the landlord will not renew your lease and will require that you relocate your manufactured home or recreational vehicle. During the 60-day period, you must continue to pay all rent and other amounts due under the lease agreement, including late charges, if any.**

## WATER AND WASTEWATER SUBMETERING ADDENDUM

Water and wastewater sub metering: HOMEOWNER's home site and/or manufactured home is sub metered for water and wastewater. Water/wastewater bills will be issued monthly to HOMEOWNER based on HOMEOWNER's consumption as recorded on the water sub meter for the home site described below.

**Full NAME**

Lot #

Address

Kennedale, Texas 76140

HOMEOWNER's monthly bill for water/wastewater passing through the individual sub meter for HOMEOWNER's home and home site will only cover water/wastewater consumed within HOMEOWNER's home and home site. The bill for HOMEOWNER's sub metered water and wastewater will not include any water and wastewater for common areas or common facilities. The bill will include any dwelling unit base charge and customer service charge that the utility charges **COMMUNITY NAME** and the gallonage charge. HOMEOWNER's per-gallon water cost will be the same as the average water cost per gallon that the utility company charges **COMMUNITY NAME** or alternatively the per-gallon water rate charged by the utility to **COMMUNITY NAME**, multiplied by HOMEOWNER's monthly sub metered water consumption. HOMEOWNER's per-gallon wastewater cost will be the same as the average wastewater cost per gallon that the utility charges **COMMUNITY NAME** or alternatively the per-gallon wastewater rate charged by the utility to **COMMUNITY NAME**, multiplied by HOMEOWNER's monthly sub metered water consumption. The owner will charge a service charge of nine percent of HOMEOWNER's charge for sub metered water service, including applicable taxes and surcharges on water. There will be no other charge of any kind for water and wastewater consumption through HOMEOWNER's sub meter. Billing calculations shall be governed by the rules of **The Public Utility Commission of Texas (PUC), 16 T.A.C. Chapter 24, Subchapter H.**

The average monthly bill for all dwelling units in the previous calendar year was **\$XXX.XX** and the highest and lowest month's bills for that period were **\$ XXX.XX** (highest) and **\$XX.XX**(lowest).

The sub meters will be read at sometime within the final 5 days of each month, and bills will be mailed or hand delivered on or about the last day of each month. HOMEOWNER's monthly water and wastewater bill is payable no later than sixteen (16) days after the bill is mailed or hand delivered by **COMMUNITY NAME** to HOMEOWNER. If the bill is not paid after sixteen (16) days, water utility service may be disconnected after a disconnection notice is issued. Any dispute relating the computation of HOMEOWNER's bill or the accuracy of any sub metering device will be between HOMEOWNER and **COMMUNITY NAME**. HOMEOWNER has the right to receive information from **COMMUNITY NAME** to verify the utility bill. **COMMUNITY NAME** will repair leaks in any rental manufactured homes and in the common areas that are not sub metered within a reasonable period after the time the leak is reported to **COMMUNITY NAME**. A copy of the Tenant Guide to Sub metered Water or Wastewater Service prepared by the **PUC** is attached to this lease addendum.

**COMMUNITY NAME**

**Managing Agent**

\_\_\_\_\_  
**Community Manager**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**HOMEOWNER**

\_\_\_\_\_  
**HOMEOWNER**

Every resident adult, including spouses, must sign as Homeowner.

**Time to Mow and Trim Your Home Site/Lot #** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

We would like to give you this Friendly Reminder that your yard is in need of Attention. You need to mow and trim your yard by \_\_\_\_\_, to avoid us having to assign this to the Mtn Staff, at a cost up to \$XX.00 per the Guidelines that you signed when you agreed to your land lease. The Guidelines state that all home sites must be maintained in a sightly fashion. This includes mowing, weed eating, trimming around skirting, flower beds must be weeded, and the removal of all unapproved items from your yard and visible porches. Miscellaneous items need to be stored in your storage building.

**Other items needing attention:**

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**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**STAFF REPORT  
TO THE PLANNING AND ZONING COMMISSION**

**MEETING DATE:** DECEMBER 22, 2025

**AGENDA ITEM NUMBER:** PUBLIC HEARING ITEM III.B.2.

**SUBJECT**

**PZ CASE #25-21** to conduct a public hearing and consider a proposed zoning change from “C2 – GENERAL COMMERCIAL DISTRICT” TO “I – INDUSTRIAL DISTRICT” for the property located at 7205 Hudson Village Creek Rd., Parcel 05308534, HUDSON, WADE H SURVEY Abstract 716 Tract 2 of the City of Kennedale, Tarrant County, Texas, 76060.

**ORIGINATED BY**

Edward S McRoy (AICP), Community Development Director

**SUMMARY**

Current Zoning	Proposed Zoning	Comprehensive Plan Designation	
C-2	I	Industrial	

Nearby Zoning			
North	I	East	I
South	N/A	West	MH & I

This proposal is a straight zoning request for Industrial District designation. Staff has determined the request is in conformance with the City’s Comprehensive Plan. And appears to be generally compatible with nearby land uses. Along the west side of the site there are parcels zoned MH for manufactured homes however this area is composed of relatively large parcels so the density is far less than what might be typically expected.

**RECOMMENDATION**

Staff recommends **approval** as presented

**ATTACHMENTS**

1.	HM Signed Owner Affidavit 11-20-2025	HM Signed Owner Affidavit 11-20-2025.pdf
2.	7205 Hudson Village Creek 200' Buffer Map	7205 Hudson Village Creek 200' Buffer Map.png
3.	7205 Hudson Village Creek 200' Address List	7205 Hudson Village Creek 200' Address List.xlsx
4.	7205 Hudson Village Creek 200' Address Labels	7205 Hudson Village Creek 200' Address Labels.docx
5.	PZ Case 25-21 200' Buffer Letter - New Date	PZ Case 25-21 200' Buffer Letter - New Date.docx
6.	PZ Case 25-21 KISD 200' Buffer Letter - New Date	PZ Case 25-21 KISD 200' Buffer Letter - New Date.docx
7.	Survey	Survey.pdf
8.	Hudson Village IP - Revised Lot Layout	Hudson Village IP - Revised Lot Layout.pdf
9.	7205 Hudson Village Creek - Current Site Plan	7205 Hudson Village Creek - Current Site Plan.pdf
10.	Hudson Village IP - Conecpt Plan	Hudson Village IP - Conecpt Plan.pdf



### OWNER AFFIDAVIT

\*Only Required if applicant is applying on behalf of the owner

Property Address: 7205 Hudson Village Creek, Kennedale TX 76060

Legal Description: HUDSON, WADE H SURVEY Abstract 716 Tract 2

Applicant: Danny Gutierrez

Type of P&Z Request: Zoning Change to Industrial

I, Harrell Mitchell, current owner of the above mentioned property, authorize the applicant or his authorized representative to make application for the City of Kennedale Planning & Zoning Commission to consider granting the above referenced request on my behalf and to appear before the Commission.

Owner Name: Mitchell Harrell

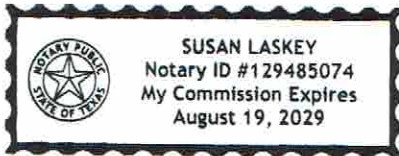
Owner Signature: [Handwritten Signature]

Date: 11/20/2025

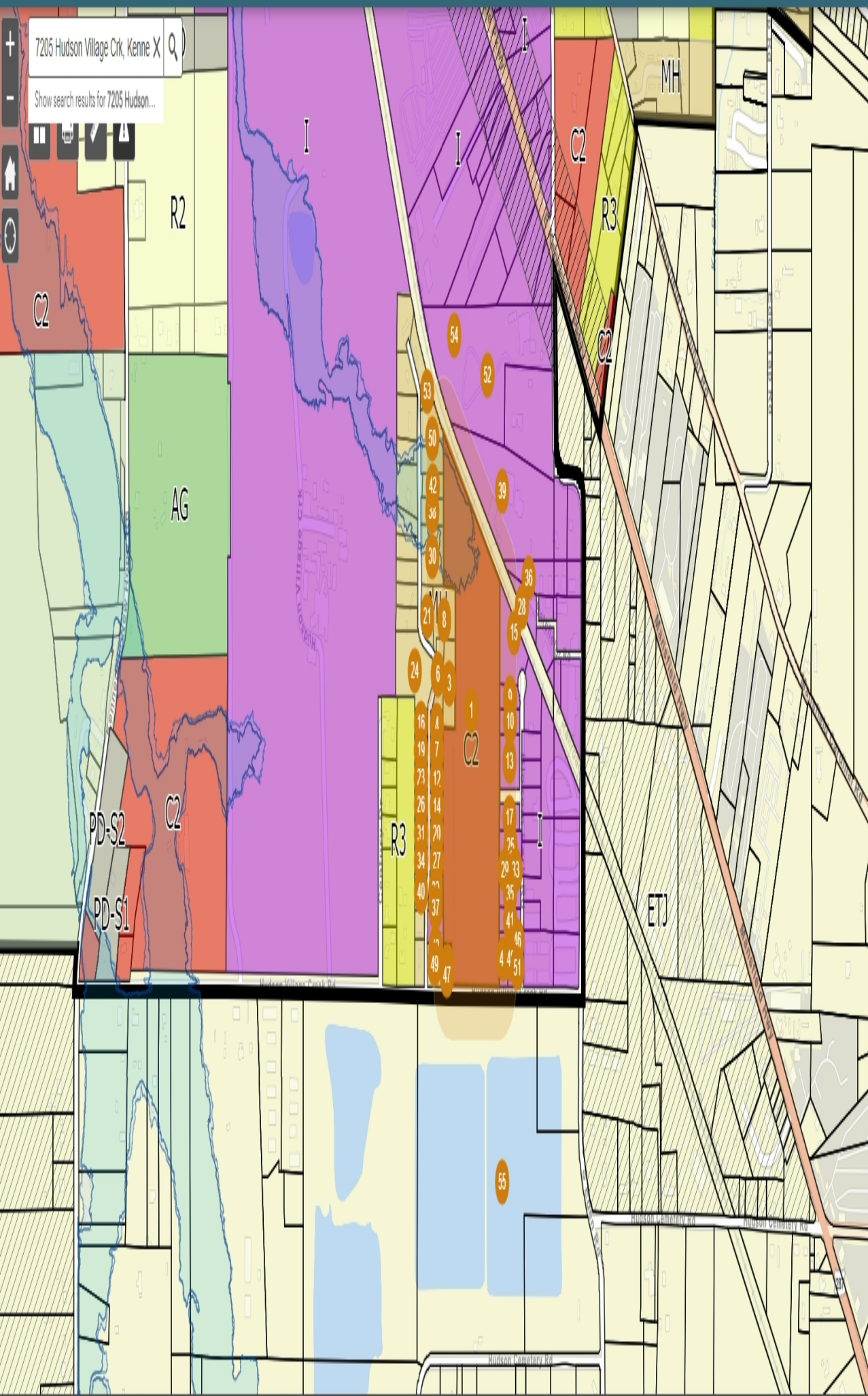
\*\*\*\*\*

Sworn To and Subscribed before me by Harrell Mitchell

ON THIS 20th DAY OF November, 2025



[Handwritten Signature] #129485074  
Notary Public, Tarrant County, Texas



## Layer List

- Overlay Districts - Floodplain
- Overlay Districts - Business 287 and Interstate 20/820 Loop
- Zoning (View)
- KennedaleCityLimits
- TAD Parcels
- Aerials2019

7205 Hudson Village Crk, Kenne X

Show search results for 7205 Hudson...

Map navigation controls: Home, Refresh, Full Screen, Print, Measure, etc.

55

Hudson Elementary Rd

ETJ

MH

R2

AG

PD-S2

PD-S1

R3

R3

C2

C2

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displayname	address	city
SOUTHERN PACIFIC RR CO	1400 DOUGLAS STOP 1640 ST	OMAHA
HAWK STEEL INDUSTRIES INC	4010 EDEN RD S	KENNEDALE
HOLMES THOMAS J JR	PO BOX 56306	HOUSTON
CARAVEO ANTONIO	4045 DANNY DR	KENNEDALE
COSTILLA DANIEL JR	4309 VINE RIDGE CT	ARLINGTON
RAMIREZ GUILLERMO	7533 COUNTY RD 526	MANSFIELD
PORTZ JACQUELINE L	4125 DANNY DR	KENNEDALE
DUCKER BENJAMIN J	4145 DANNY DR	KENNEDALE
HUNT LANA	4165 DANNY DR	KENNEDALE
DAVIS JACQUELYN KAY	4200 DANNY DR	KENNEDALE
WOOD HERBERT	4205 DANNY DR	KENNEDALE
HAWKINS SAKORN	1201 CONCORD DR	MANSFIELD
POLSTON DONALD J	4225 DANNY DR	KENNEDALE
DEAVER DAKOTA	4240 DANNY DR	KENNEDALE
JOHNSON DIANE	4240 DANNY DR	KENNEDALE
WALDEN ARVEL	4245 DANNY DR	KENNEDALE
SANDLIN MARGARET	4260 DANNY DR	KENNEDALE
WEAVER BARBARA	4265 DANNY DR	KENNEDALE
TAYLOR REBECCA SUE	4280 DANNY DR	KENNEDALE
HERNANDEZ AGUSTIN H	4285 DANNY DR	KENNEDALE
ROTENBERRY MICHEAL WAYNE	2653 VZ COUNTY ROAD 2801	MABANK
HUTCHSON JACKIE	6525 CHRISTA CT	GRANBURY
ERVIN ROBERT L	1624 E DEBBIE LANE	MANSFIELD
PETTIGREW JUDY	12116 ROLLING RIDGE DR	BURLESON
GRAB THE MAP LLC	5160 CONNEWAH TRL	TUPELO
WELLS BETTY J	4345 DANNY DR	KENNEDALE
MORALES CHARLES	5880 NEWT PATTERSON RD	MANSFIELD
VALLIN EDITH M	3700 LAUGHTON ST	FORT WORTH
AKNP	7315 GIBSON CEMETARY RD STE 103	MANSFIELD
DEWOLFE BUD	1340 BLUEBIRD LN	MIDLOTHIAN
WATER BOARD	PO BOX 4508	FORT WORTH
MITCHELL HARRELL	7070 HUDSON CEMETARY RD	MANSFIELD
A SHAY HOLLAND INCORPORATED	7917 FENDON BLOODWORTH RD	MANSFIELD
BYERS TRACY N	PO BOX 1421	KENNEDALE
CASTILLO CASTELLO ABRAHAM	7171 BLOXOM PARK RD	KENNEDALE
GARCIA ORLANDO T	5907 WILLOW VALLEY DR	ARLINGTON
POSEY LEAH T	2026 ROCK CREEK CT	ARLINGTON
DUKE DANNY W	PO BOX 2225	MANSFIELD
SAYLORS CHARLES W	PO BOX 1421	KENNEDALE
DAD & SON ELECTRIC LLC	7211 BLOXOM PARK RD	KENNEDALE
GERMANO SANDY VERBINA	4515 HAWKINS CEMETERY RD	ARLINGTON
GERMANO MICHAEL	4515 HAWKINS CEMETERY RD	ARLINGTON
TAYLORMADE ACADEMY LLC	7223 BLOXOM PARK RD	KENNEDALE
KENNEDALE EDC	405 MUNICIPAL DR	KENNEDALE
WILEY COLETTE	PO BOX 1448	KENNEDALE
J R EQUIPMENT CO INC	PO BOX 12	FORT WORTH

CITY OF KENNEDALE  
KENNEDALE ISD

405 MUNICIPAL DR  
120 W KENNEDALE PKWY

KENNEDALE  
KENNEDALE

state	zip	situsaddress
NE	68179	213 S NEW HOPE RD
TX	76060	4010 EDEN RD S
TX	77256	4062 EDEN RD S
TX	76060	4045 DANNY DR
TX	76017	4065 DANNY DR
TX	76063	4105 DANNY DR
TX	76060	4125 DANNY DR
TX	76060	4145 DANNY DR
TX	76060	4165 DANNY DR
TX	76060	4200 DANNY DR
TX	76060	4205 DANNY DR
TX	76063	4220 DANNY DR
TX	76060	4225 DANNY DR
TX	76060	4240 DANNY DR
TX	76060	4240 DANNY DR
TX	76060	4245 DANNY DR
TX	76060	4260 DANNY DR
TX	76060	4265 DANNY DR
TX	76060	4280 DANNY DR
TX	76060	4285 DANNY DR
TX	75147	4300 DANNY DR
TX	76049	4315 DANNY DR
TX	76063	4320 DANNY DR
TX	76028	4325 DANNY DR
MS	38801	4340 DANNY DR
TX	76060	4345 DANNY DR
TX	76063	4349 DANNY DR
TX	76110	7099 HUDSON VILLAGE CREEK RD
TX	76063	7100 HUDSON VILLAGE CREEK RD
TX	76065	7169 HUDSON VILLAGE CREEK RD
TX	76164	7200 HUDSON VILLAGE CREEK RD
TX	76063	7205 HUDSON VILLAGE CREEK RD
TX	76063	7213 HUDSON VILLAGE CREEK RD
TX	76060	7225 HUDSON VILLAGE CREEK RD
TX	76060	7171 BLOXOM PARK RD
TX	76017	7200 BLOXOM PARK RD
TX	76010	7201 BLOXOM PARK RD
TX	76063	7207 BLOXOM PARK RD
TX	76060	7210 BLOXOM PARK RD
TX	76060	7211 BLOXOM PARK RD
TX	76017	7215 BLOXOM PARK RD
TX	76017	7219 BLOXOM PARK RD
TX	76060	7223 BLOXOM PARK RD
TX	76060	7227 BLOXOM PARK RD
TX	76060	7345 BATCHELOR RD
TX	76101	7346 BATCHELOR RD

TX	76060
TX	76060

SOUTHERN PACIFIC RR CO  
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OMAHA, NE 68179

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TUPELO, MS 38801

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KENNEDEALE ISD  
120 W KENNEDEALE PKWY  
KENNEDEALE , TX 76060



## PLANNING AND ZONING NOTICE OF PUBLIC HEARING DATE CHANGE

December 3, 2025

The Kennedale Planning and Zoning Commission will hold a public hearing for the following case on **Monday, December 22, 2025** at 6 P.M. in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060:

**PZ CASE #25-21 TO CONDUCT A PUBLIC HEARING AND CONSIDER A PROPOSED ZONING CHANGE FROM "C2 – GENERAL COMMERCIAL DISTRICT" TO "I – INDUSTRIAL DISTRICT" FOR THE PROPERTY LOCATED AT 7205 HUDSON VILLAGE CREEK RD, PARCEL 05308534, HUDSON, WADE H SURVEY Abstract 716 Tract 2 OF THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, 76060.**

A second public hearing for this case will be held before City Council on Tuesday, January 20, 2026 at 5:30 PM in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060.

We are sending notification to those who own real property(ies) within 200 feet of the request in case they wish to attend the public hearings or provide written comments. You are not required to attend the public hearing, but if you choose to attend, you will have the opportunity to speak either in favor of or against the request(s). Written comments may be provided prior to the meeting to the City Secretary's Office, 405 Municipal Drive, Kennedale, TX 76060. If you would like more information about the case or public hearing process, please contact Tina Cox at 817-985-2105 or [tcox@cityofkennedale.com](mailto:tcox@cityofkennedale.com).

The agenda will be posted at 72 hours before the meeting at [www.cityofkennedale.com/agendas](http://www.cityofkennedale.com/agendas) and the meeting calendar is published at [www.cityofkennedale.com/cal](http://www.cityofkennedale.com/cal).

Sincerely,

Tina Cox  
Deputy City Secretary  
City of Kennedale  
405 Municipal Dr  
Kennedale, TX 76060  
[tcox@cityofkennedale.com](mailto:tcox@cityofkennedale.com)  
(817)985-2105



## PLANNING AND ZONING COMMISSION NOTICE OF PUBLIC HEARING DATE CHANGE

Kennedale ISD  
120 W. Kennedale Parkway  
Kennedale, TX 76060

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Sincerely,

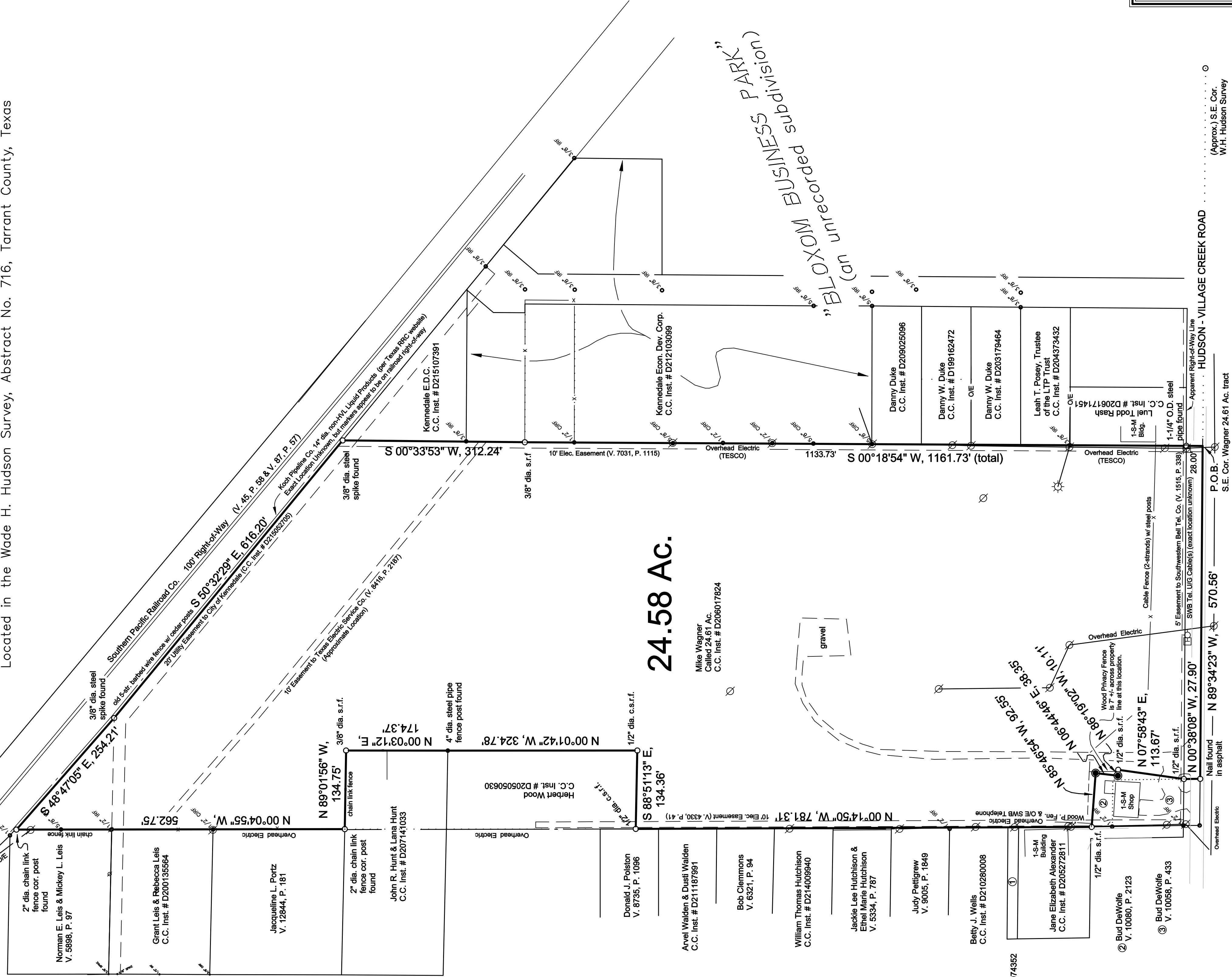
Tina Cox  
Deputy City Secretary  
City of Kennedale  
405 Municipal Dr  
Kennedale, TX 76060  
[tcox@cityofkennedale.com](mailto:tcox@cityofkennedale.com)  
(817)985-2105

# BOUNDARY SURVEY - 7205 HUDSON-VILLAGE CREEK ROAD

Located in the Wade H. Hudson Survey, Abstract No. 716, Tarrant County, Texas

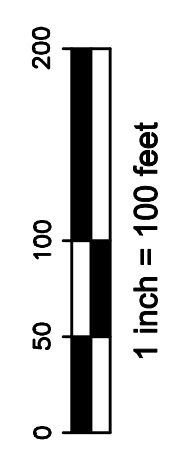
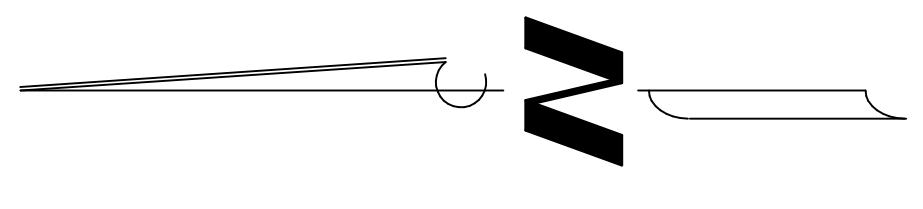
## INTEGRAL PARTS OF THIS SURVEY:

- This map or plat, and
- Field Notes (legal description)



### LEGEND

	Survey control point		Power pole, Tele. pole
	Water meter		Sign or marker
	Water valve		Guy wire anchor
	Sprinkler head		Manhole, Sanitary sewer
	Telephone cable riser		Manhole, Telephone
	Gas valve		Found monument (labeled as to type)
	Gas meter		1/2" dia. steel reinforcing bar set
	Electric meter		5/8" dia. steel reinforcing bar set
	Fire hydrant		Concrete monument found
			Concrete monument set



### NOTES:

- Bearings are based on the Texas State Plane Coordinate System, North Central Zone (NAD83) as determined by static G.P.S. performed on November 20, 2014 (McIlroy Engineering Project No. 14144) and post-processing with data from CORS "TXKE".
- Coordinates and distances shown have been converted to surface, unless specifically indicated otherwise.
- Locations of underground utilities shown are approximate. Some underground utilities other than those shown may exist. The owner or contractor must contact Texas811 to have utilities located before beginning any construction.
- Underground utility information (diameter and type) was obtained from the Texas Railroad Commission's GIS map. Location shown is generally as evidenced by signs, markers and test stations.
- This survey was prepared for the use of Harrell Mitchell (Buyer).



**MCILROY ENGINEERING**  
 504 W. Baylor St.  
 Weatherford, Texas 76086  
 TEL: (817) 594-6464  
 E-MAIL: c\_m\_cilroy@att.net  
 TX SURVEYING FIRM # 1010480 TX ENGINEERING FIRM # F7877

Prepared By: *[Signature]*  
 July 28, 2015  
 Date:

"OAKRIDGE MOBILE HOME ESTATES (unrecorded subdivision)"

"BITTAXOM BUSINESS PARK (unrecorded subdivision)"

24.58 AC.

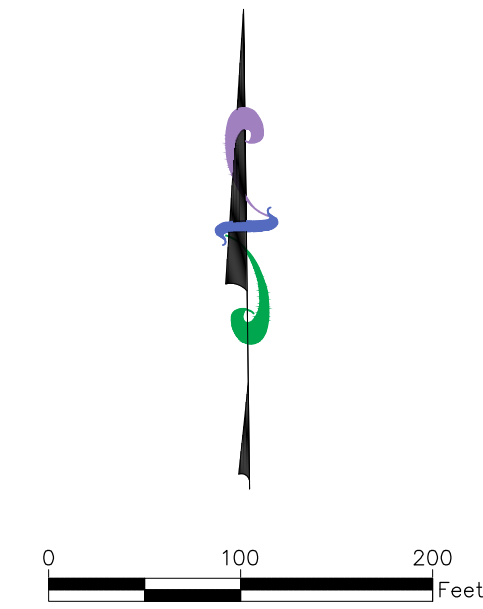
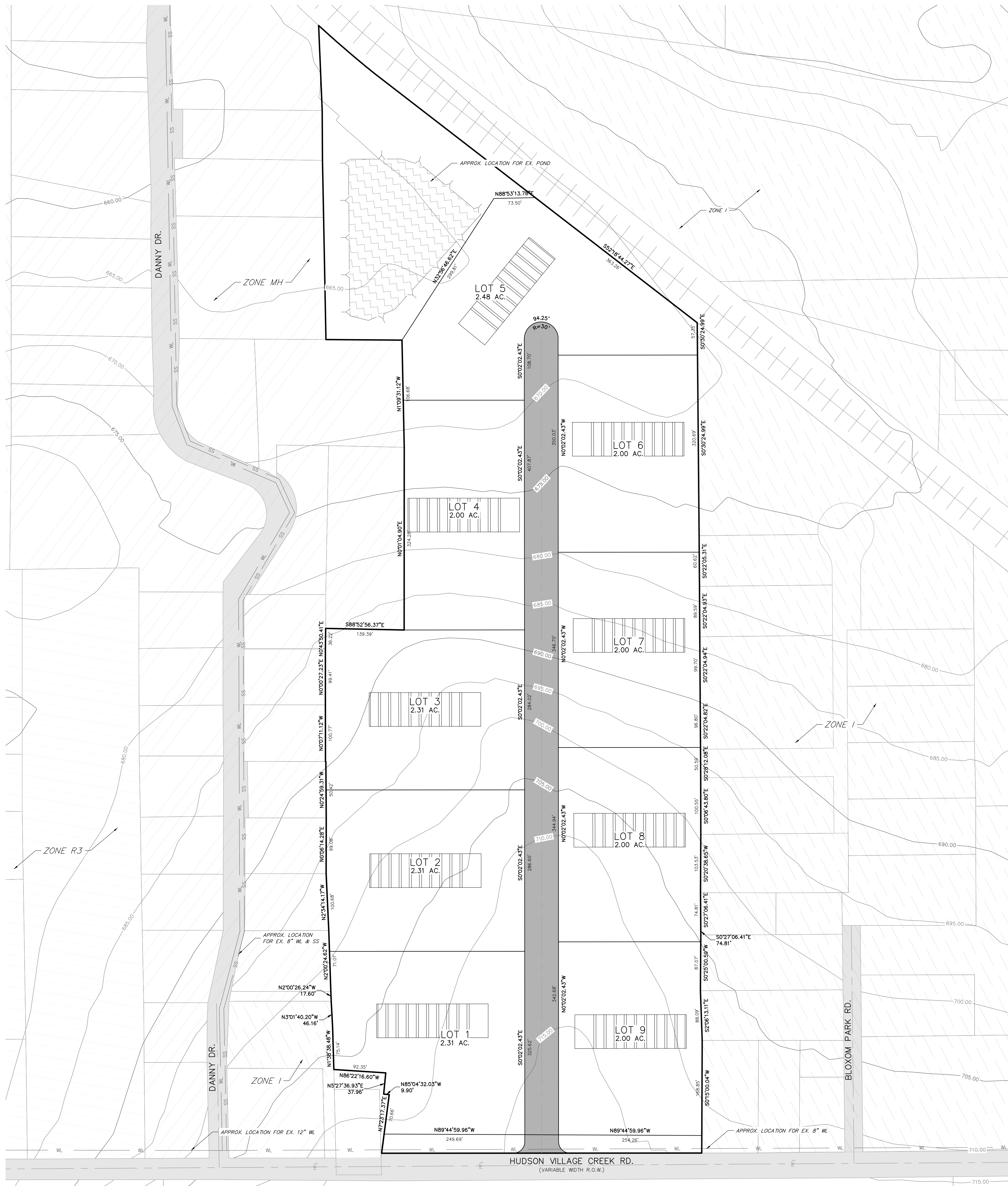
Mike Wagner  
 Called 24.51 Ac.  
 C.C. Inst. # D206017824

① Charles Morales  
 C.C. Inst. # D196074352

② Bud DeWolfe  
 V. 10050, P. 2123

③ Bud DeWolfe  
 V. 10058, P. 433

HUDSON - VILLAGE CREEK ROAD  
 (Approx.) S.E. Cor.  
 W.H. Hudson Survey  
 P.O.B.  
 S.E. Cor. Wagner 24.61 Ac. tract  
 570.56'



**PRELIMINARY SITE LAYOUT**

**IDENTICAL BUILDINGS (PLACE HOLDER)**

- 11,880 SQFT
- 60' X 198'
- 9,860 SQFT WAREHOUSE
- 2,020 SQFT OFFICE
- VARYING SETBACKS:
  - LOT 3 MAY NEED UNIQUE BUILDINGS DUE TO CITY SETBACK REGULATIONS

**SITE INFO**

- CURRENT PROPERTY ZONING IS C2 – COMMERCIAL
- 60' WIDE ROAD
- TOTAL PROPERTY ACREAGE = 24.36 AC
- DEVELOPMENT AREA ACREAGE = 21.80 AC

**FEMA**

- PROPERTY LAYS WITHIN ZONE X

**NOTES**

- BOUNDARIES AND SURVEY LINWORK ARE SOURCED FROM TAD PARCEL SHAPEFILES
- ACREAGE, BEARINGS, AND DISTANCES ARE ALL SUBJECT TO CHANGE

**HUDSON VILLAGE INDUSTRIAL PARK  
PRELIMINARY SITE LAYOUT**

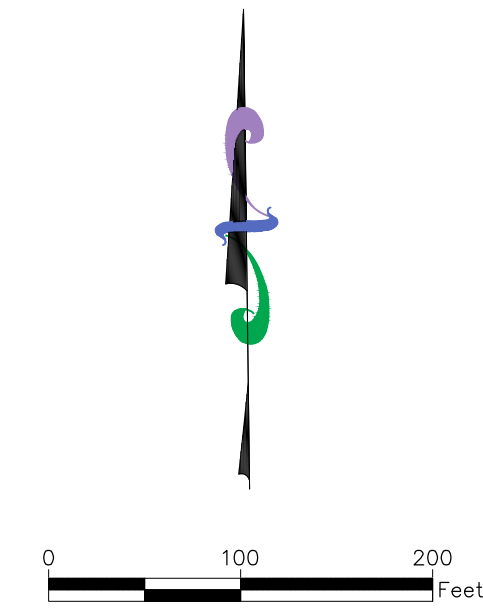
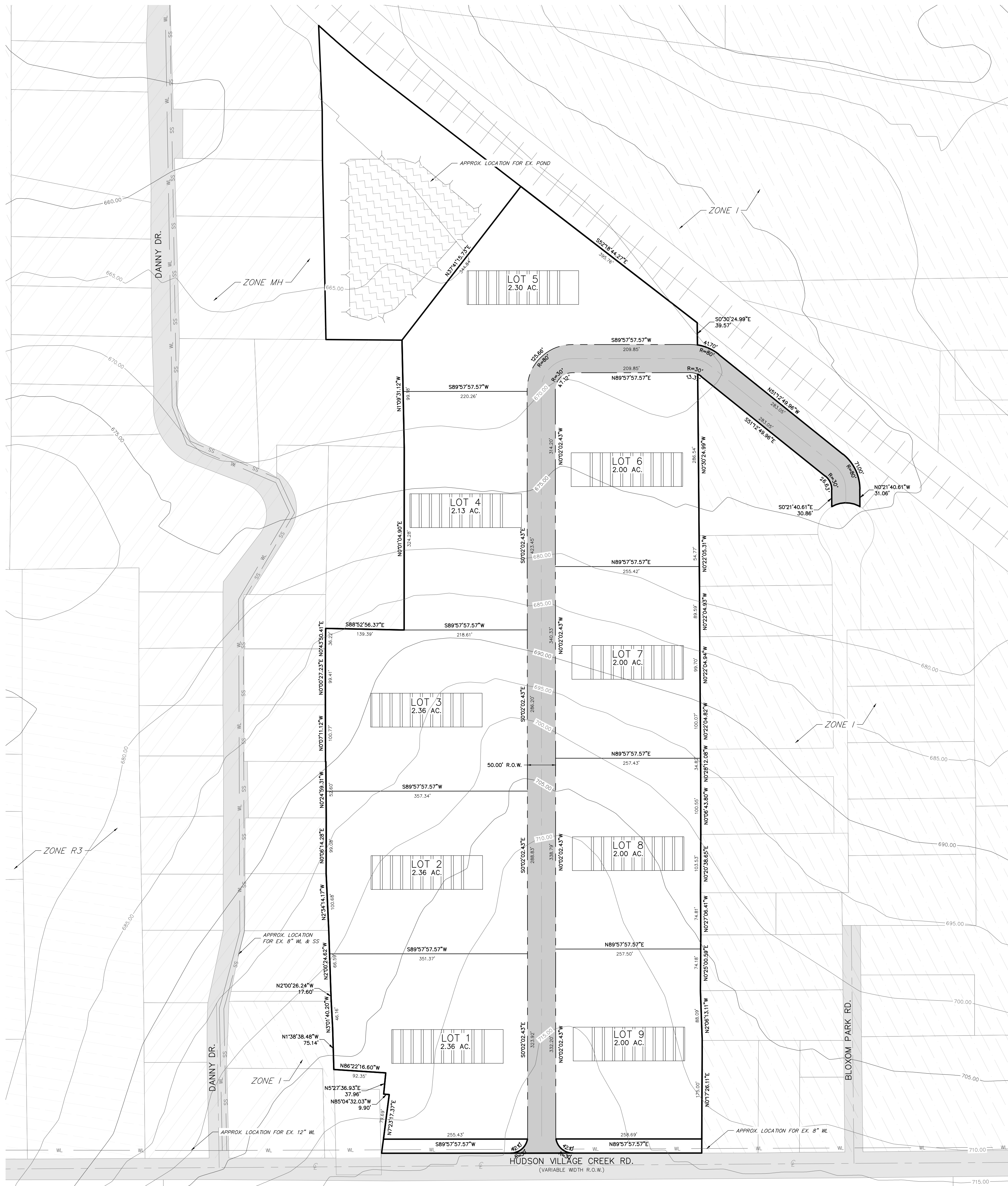
PRELIMINARY  
NOT FOR CONSTRUCTION  
FOR INTERIM REVIEW ONLY  
By: CRAIG A. GONZALEZ  
Professional Engineer # 99268  
11/14/2025  
NOT FOR REGULATORY,  
PERMITTING OR CONSTRUCTION

DATE PREPARED:  
11/14/2025



260 S TEXAS BLVD  
STE. 403  
WESLACO, TEXAS 78596

(956)405-3337  
TBPE FIRM NO. F-13094  
WWW.UIGTEXAS.COM



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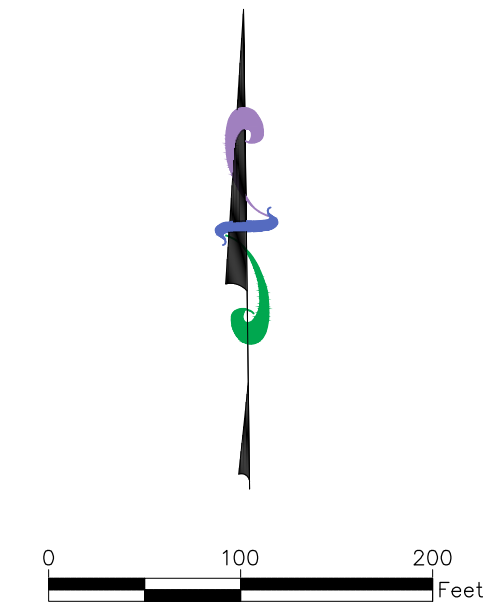
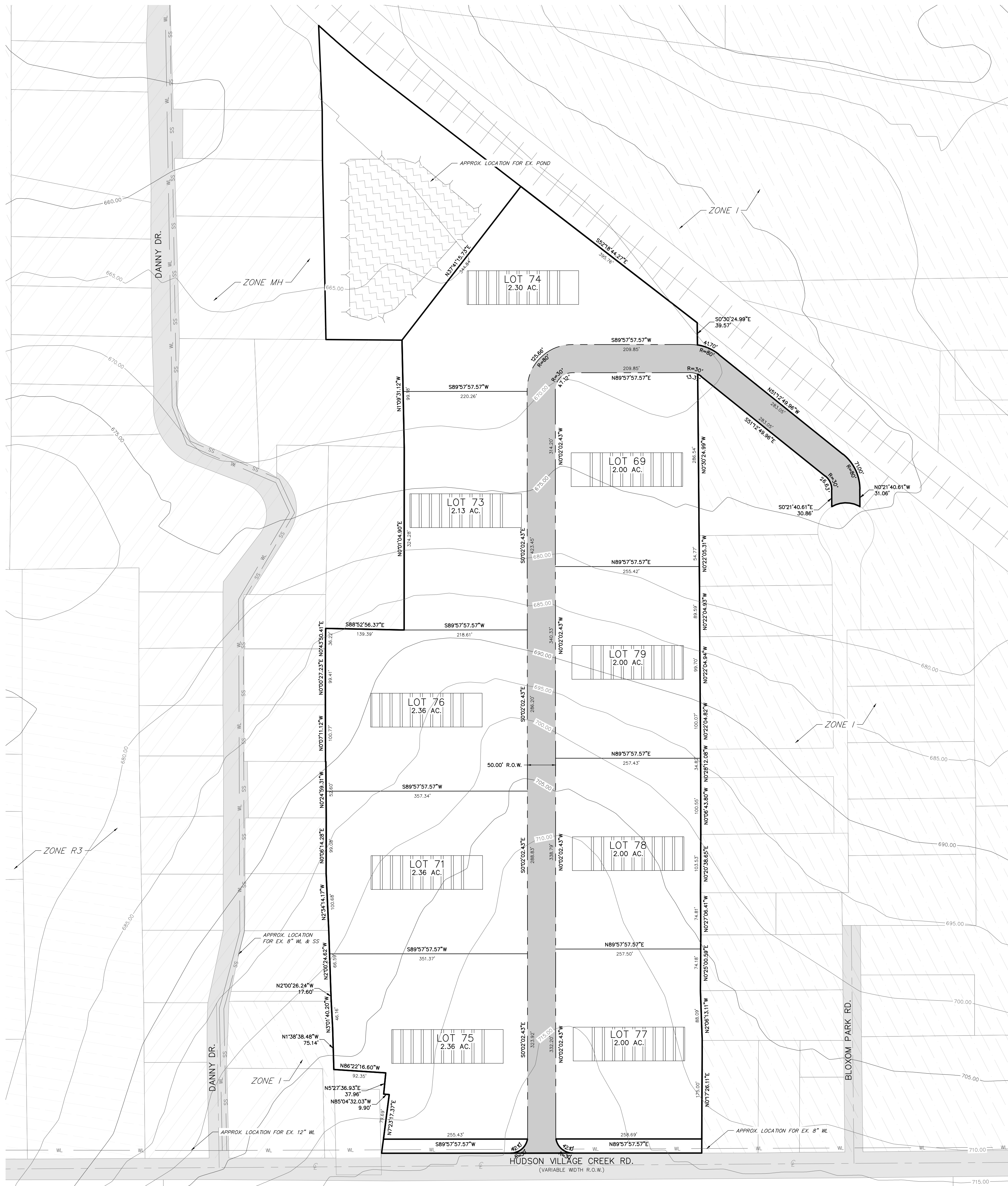
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By: CRAIG A. GONZALEZ  
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11/25/2025  
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**STAFF REPORT  
TO THE PLANNING AND ZONING COMMISSION**

**MEETING DATE:** DECEMBER 22, 2025

**AGENDA ITEM NUMBER:** PUBLIC HEARING ITEM III.B.2.

**SUBJECT**

PZ CASE #25-22 To conduct a public hearing and consider a proposed zoning change from “OT 4 – OLD TOWN SUB-DISTRICT 4” to a “PD – Planned Development” for the property located at 429 W Kennedale Pkwy, Parcel 43121546, Woodlea Acres Addition Block 2, Lot 5R1R1 of the City of Kennedale, Tarrant County, Texas, 76060.

**ORIGINATED BY**

Edward S McRoy (AICP), Community Development Director

**SUMMARY**

Current Zoning	Proposed Zoning	Comprehensive Plan Designation	
OT-4	PD	General Commercial	
Nearby Zoning			
North	C-2	East	OT-4 & C-1
South	OT-2	West	OT-4

This proposal is a planned development district to accommodate the establishment of a fence company operation on a currently unused property site previously used for a Camper/RV and Manufactured Home Sales and Service business. A Planned Development creates unique standards just for the area being rezoned. The primary proposed uses will include an inside area for retail sales and office functions, inside and outside storage areas for various types of finished fencing product inventory, a small area for fabrication of customized fencing panels, gates and misc. part, loading and unloading spaces, and parking.

Although the type of use is related to construction activities in general, the nature of this business appears to be more akin to that of a retail establishment with some fabrication specifically for customized product sales. This appears therefore to be generally compatible with nearby land uses and with the Comprehensive Plan with certain accommodations/standards. As a special consideration the applicants are requesting a 6AM start time due to outside temperature conditions during the summer.

To accommodate the proposed, use the following amendments/clarifications would be needed to the OT 4 District standards:

1. Remove the Special Exception requirement currently required for a "Manufacturing, processing and packaging - light and associate retail sales use and list this as an allowed principal use at/as:
  - Option A @ 100%**
  - Option B @ < 100%**
  - Option C** shown on a Concept or Site Plan approved by the City Council

Note the authorized use could be further limited to more specifically if desired.

2. Add "General offices and services building and construction services indoor storage" as an allowable principal or accessory use at/as {Same Options A/B/C as #1 above}
3. Add "General offices and services building and construction services outdoor storage" as an allowable principal or accessory use at/as {Same Options A/B/C as #1 above}
4. For clarity "Warehousing" should be defined in this PD to clarify if pass-through storage of various materials not being utilized by a principal site user or for sale to an end user shall be allowed.
5. If outside storage is approved at an amount > 33%, add language noting that *Section 11.25A of the UDC limiting coverage to 33% of a site does not apply.*
6. Establish allowed Hours or Operations

**RECOMMENDATION**

The P&Z forward a Staff recommends **approval** with the following:

1. Remove the Special Exception requirement currently required for a "Manufacturing, processing and packaging - light and associate retail sales use and list this as an allowed principal use at/as:  
  
Option B @ 25% maximum coverage **or** as indicated on City Council approved site plan
2. Add "General offices and services building and construction services indoor storage" as an allowable accessory use at/as  
  
Option B @ 80% maximum cumulative area of all buildings **or** as indicate don a City Council approved Site Plan
3. Add "General offices and services building and construction services outdoor storage" as an allowable accessory use at/as  
  
Option B @ 50% maximum site coverage **or** as indicated on a City Council approved Site Plan
4. Hours of Operation as determined by the Commission/Council
5. Exterior lighting to be shielded and directed downward so that glare and direct illumination of outside properties is prohibited
6. All drives accessing Kennedale Parkway (US Business Hwy 287) shall be right-in/ right-out only with applicable signage and markings

**ATTACHMENTS**

1.	HM Signed Owner Affidavit 11-20-2025	HM Signed Owner Affidavit 11-20-2025.pdf
2.	7205 Hudson Village Creek 200' Buffer Map	7205 Hudson Village Creek 200' Buffer Map.png
3.	7205 Hudson Village Creek 200' Address List	7205 Hudson Village Creek 200' Address List.xlsx
4.	7205 Hudson Village Creek 200' Address Labels	7205 Hudson Village Creek 200' Address Labels.docx
5.	PZ Case 25-21 200' Buffer Letter - New Date	PZ Case 25-21 200' Buffer Letter - New Date.docx
6.	PZ Case 25-21 KISD 200' Buffer Letter - New Date	PZ Case 25-21 KISD 200' Buffer Letter - New Date.docx
7.	Survey	Survey.pdf
8.	Hudson Village IP - Revised Lot Layout	Hudson Village IP - Revised Lot Layout.pdf
9.	7205 Hudson Village Creek - Current Site Plan	7205 Hudson Village Creek - Current Site Plan.pdf
10.	Hudson Village IP - Concept Plan	Hudson Village IP - Concept Plan.pdf



**KENNEDALE**  
Planning Department  
www.cityofkennedale.com

CITY OF KENNEDALE  
PLANNING & ZONING  
OWNER AFFIDAVIT (Only required if applicant is applying on behalf of the owner)

Case # PZ 25-22

Property Address: 429 W Kennedale Pkwy Kennedale, TX 76060

Legal Description: Lot 5 R-1 R-1 Block 2 Woodlea Acres Addition

Applicant: First Fence

Type of PZ request: "OT 4-61D Town Subdist 4" to A "PD - Planned Development"

I, Tony and Barbara Cecil Trust, current owner of above mentioned property, authorize the applicant or his authorized representative to make application for the Kennedale Planning & Zoning Commission to consider granting the above reference request on my behalf and to appear before the Commission.

Owner Signature: Barbara Ann Jones Cecil

Date: 12-9-2025  
James Cecil 12-9-25

\*\*\*\*\*

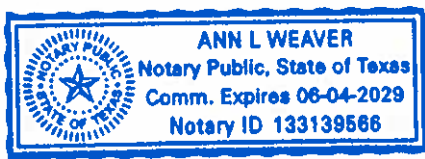
Barbara Ann Jones Cecil  
Timmy Jay Cecil  
~~James Cecil~~

SWORN TO and Subscribed before me by [Signature]

ON THIS 9th DAY OF December, 2025

Ann L Weaver

Hood  
Notary Public, Tarrant County, Texas



## LEGAL DESCRIPTION OF PROPERTY IN METES & BOUNDS

**BEING** a 8.3210 acre (362,464 square foot) tract of land situated in the Jacob Prickett Survey, Abstract No. 1225, Tarrant County, Texas, and being all of Lot 5-R-1-R-1, Block 2, Woodlea Acres Addition, an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Instrument No. D224036495, Official Public Records, Tarrant County, Texas, and all of a tract of land as described in Special Warranty Deed to Tony Lynn Cecil and Barbara Ann Cecil, Co-Trustees, Tony and Barbara Cecil Trust (Cecil Trust Tract), recorded in Instrument No. D214200722, said Official Public Records, said tract being more particularly described as follows:

**BEGINNING** at a 1/2-inch iron rod found for the north corner of said Lot 5-R-1-R-1, and being on the southwest right-of-way line of Kennedale Parkway, a 100-foot right-of-way;

**THENCE** South 42°33'50" East, along the northeast line of said Lot 5-R-1-R-1, and along said southwest right-of-way line, a distance of 325.00 feet to a point for the northernmost east corner of said Lot 5-R-1-R-1, from which a 5/8-inch iron rod with cap stamped "RPLS 4838" bears South 47°20'27" West, a distance of 0.27 feet;

**THENCE** South 47°20'28" West, departing said southwest right-of-way line, and along the northernmost southeast line of said Lot 5-R-1-R-1, a distance of 100.00 feet to a 5/8-inch rod with cap stamped "KHA" set for corner, being at an interior corner of said Lot 5-R-1-R-1;

**THENCE** South 42°33'50" East, along a northeast line of said Lot 5-R-1-R-1, a distance of 75.00 feet to a point for corner, being an exterior corner of said Lot 5-R-1-R-1, and being on the northwest line of the said Cecil Trust Tract, from which a '+' cut found in concrete bears South 47°20'28" West, a distance of 79.77 feet;

**THENCE** North 47°20'28" East, along the said northwest line, a distance of 100.00 feet to a point for the north corner of the said Cecil Trust Tract, and being in the said southwest right-of-way line, from which a 1/2-inch iron rod found bears North 63°06'03" West, a distance of 0.29 feet;

**THENCE** South 42°33'50" East, along the northeast line of the said Cecil Trust Tract, and along said southwest right-of-way line, a distance of 200.00 feet to a point for the easternmost corner of said Lot 5-R-1-R-1, from which a 1/2-inch iron rod with cap stamped "RPLS 5310" bears South 61°31'31" East, a distance of 0.30 feet and a 1/2-inch iron rod with cap stamped "GRANT ENG. 4151" bears South 61°28'44" West, a distance of 0.65 feet;

**THENCE** South 47°20'28" West, departing said southwest right-of-way line, and along the southeast line of said Lot 5-R-1-R-1, a distance of 550.26 feet (record distance 551.2 feet per plat recorded in Volume 388-A, Page 130 and record distance 550.62 feet per plat recorded in Instrument No. D224036495) to a 1/2-inch iron rod with cap stamped "RPLS 5310" found for corner at the southernmost southeast corner of said Lot 5-R-1-R-1;

**THENCE** South 89°22'28" West, along the south line of said Lot 5-R-1-R-1, a distance of 298.89 feet to a 1/2-inch iron rod with cap stamped "RPLS 5310" found for corner at the southernmost southwest corner of said Lot 5-R-1-R-1;

**THENCE** North 47°20'28" East, along a northwest line of said Lot 5-R-1-R-1, a distance of 216.26 feet to a 1/2-inch iron rod with cap stamped "LANDES" found for an interior corner of said Lot 5-R-1-R-1;

**THENCE** along the southwesterly line of said Lot 5-R-1-R-1 the following 6 calls:

North 58°20'43" West, a distance of 89.46 feet to a 5/8" iron rod with cap stamped "KHA" set for corner;

North 64°59'11" West, a distance of 105.12 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner;

North 25°00'49" East, a distance of 8.59 feet to a 1/2-inch iron rod found for corner;

North 64°59'11" West, a distance of 14.30 feet to a 1/2-inch iron rod found for corner;

North 47°18'19" East, a distance of 18.00 feet to a 1/2-inch iron rod found for corner;

North 42°33'50" West, a distance of 200.00 feet to a point for the westernmost corner of said Lot 5-R-1-R-1, from which a 1/2-inch iron rod found bears North 42°33'50" West, a distance of 169.82 feet;

**THENCE** North 47°20'28" East, along the northwest line of said Lot 5-R-1-R-1, a distance of 600.27 feet to the **POINT OF BEGINNING** and containing 362,464 square feet or 8.3210 acres of land, more or less.

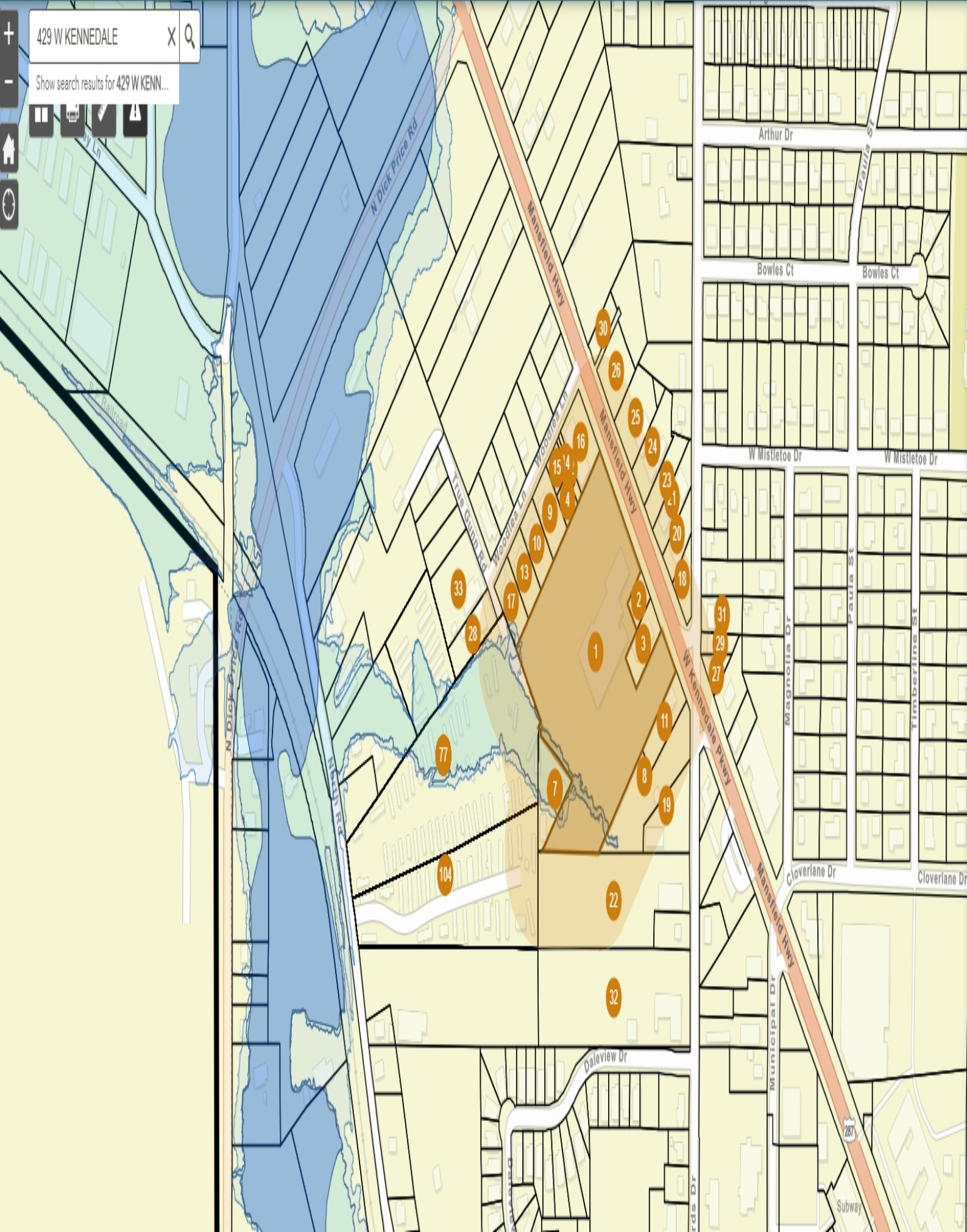


# City of Kennedale Zoning Map

City of Kennedale TAD (Tarrant County Appraisal District)

429 W KENNEDALE X Q

Show search results for 429 W KENN...



displayname	address
TAYLOR RUBIE BROWN	2003 CHELSEA DR
AMORETTE REALTY LLC	9725 SEMINTAL DR
MJAC INVESTMENTS LLC	8100 PLUM CREEK TRL
SHELBY FANNING ENTERPRISES LLC	1038 FALCON NEST DR
TMF PROPERTIES LLC	404 W KENNEDALE PKWY
TONY AND BARBARA CECIL FAMILY BY-PASS TRUST	PO BOX 25
MCMURRAY MELVIN T	417 W KENNEDALE PKWY
FRUMKIN MIKHAIL	5709 HOMESTEAD RD
HOSSEINI ABDOLNABI A	45450 ETHERIDGE DR
LENTZ WADE M	437 TRUE GUNN RD
DANG CONG	441 TRUE GUNN RD
NGUYEN NGUYN ETAL	6522 DAISY DR
JMA COOPER LLC	1113 BURNET DR
CITIPOINT PROPERTIES & INVESTMENT LLC	5020 MANSFIELD RD
AVALON MHP LP	10875 PLANO RD STE 120
BARRON DANIEL	516 NORTH RD LOT 301
DINGMAN ALICE M	516 NORTH RD LOT 310
GUZMAN ENRIQUE M	1218 PEGGY LN
JOHNSTON DAVID	3509 RAINDROP DR
LITTLE DON	516 NORTH RD LOT 307
LOPEZ CAMPOS JUAN CARLOS	516 NORTH RD LOT 305
MONTEZ STEPHANIE	516 NORTH RD LOT 309
NEWMAN LYNAN M	516 NORTH RD LOT 306
PETERSEN THERESA	516 NORTH RD LOT
ZAMORA REINA	516 NORTH RD LOT 304
DT MOBILE HOME SALES	PO BOX 221
IBANEZ DIMAS	518 NORTH RD LOT 206
MURILLO EDUARDO E RUBIO	518 NORTH RD TRLR 207
REYES ASSENCION OMAR	518 NORTH RD TRLR 200
RODRIGUEZ SYLVIA	518 NORTH RD TRL 202
SPECK RONALD E	6120 DAY RD
TAYLOR DANNY	916 SUBLETT RD
WREN TERRI	PO BOX 1882
ADDISON MOBILE HOME SERVICE	8316 COUNTY RD 508
ADRIANO MIGUEL	520 NORTH RD TRLR 17
ALATORRE NAYELI	520 NORTH RD TRLR 24
BANKS ERICA	5800 TENNESSEE RD
BARCLAY OLIVER JR	PO BOX 11315
BOWLAND BOB	5155 WICHITA ST
BREWER MISTY	520 NORTH RD TRLR 51
BUENDIA GUADALUPE	520 NORTH RD TRLR 43
CITY OF KENNEDALE	405 MUNICIPAL DR
DYE JENSEN	520 NORTH RD TRLR 34
GRAHAM LEAH M	225 CEDAR WAY

GRIFALDO MARIA	520 NORTH RD TRLR 50
GURLEY JOSH	520 NORTH RD TRLR 15
GUTIERREZ MARK A SR	520 NORTH RD TRLR 25
HENRY JEFFERY L CONT	520 NORTH RD TRLR 31
HERRERA JAZMIN J	3724 ROYAL CREST DR
HUBBARD CINDY CRYER	520 NORTH RD TRLR 30
HURTADO MANUEL	520 NORTH RD TRLR 42
HUTSON CRYSTAL	520 NORTH RD TRLR 10
IVISON MICHAEL A	520 NORTH RD TRLR 48
KENNEDALE ISD	120 W KENNEDALE PKWY
LOPEZ JERONIMO	520 NORTH RD TRLR 44
MARSHALL DOMINIC	520 NORTH RD TRLR 36
MARTINEZ ANTONIO	520 NORTH RD TRLR 49
PETERSEN DWAYNE	520 NORTH RD LOT 28A
PRADO ANTONIO	520 NORTH RD LOT 5
RAWLINGS LEWIS WAYNE	520 NORTH RD TRLR 4
REYNOLDS LEDA	801 MONTICELLO DR TRLR 108
SALINAS CHRISTINA	520 NORTH RD
SHOCKEY MARTIN	520 NORTH RD TRLR 41
SPROW LAVERNE	7017 TIMBER RD
STEINMETZ M N	520 NORTH RD TRLR 7
TAYLOR GARRY	520 NORTH RD TRLR 12
WINTERS PAMELA	520 NORTH RD TRLR 39
BOVERIE JACK	520 NORTH RD # 1
BARRAZA LUIS	520 NORTH RD TRLR 52
EDWARDS 14-601 LLC	3225 MCLEOD DR STE 100
CUDE REALTY LLC	PO BOX 1203
WARD BILLY	700 WOODLEA LN
SANCHEZ ELVIRA	5838 BEAU PURPLE DR
RICHARDSON AUSTIN L	708 WOODLEA LN
MORRISON REAL PROPERTY LLC	1931 GUINEVERE ST
JMA COOPER LLC	1113 BURNET DR









TAYLOR RUBIE BROWN  
2003 CHELSEA DR  
FORT WORTH, TX 76134

AMORETTE REALTY LLC  
9725 SEMINTAL DR  
CROWLEY, TX 76036

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8100 PLUM CREEK TRL  
BURLESON, TX 76028

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TEXARCANA, AR 71854

BREWER MISTY  
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GURLEY JOSH  
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FORT WORTH, TX 76140

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FORT WORTH, TX 76110

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KENNEDEALE, TX 76060

GRAHAM LEAH M  
225 CEDAR WAY  
WHITNEY, TX 76692

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KENNEDEALE, TX 76060

HUBBARD CINDY CRYER  
520 NORTH RD TRLR 30  
KENNEDEALE, TX 76060

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BURLESON, TX 76097

ALATORRE NAYELI  
520 NORTH RD TRLR 24  
KENNEDEALE, TX 76060

BOWLAND BOB  
5155 WICHITA ST  
FORT WORTH, TX 76119

CITY OF KENNEDEALE  
405 MUNICIPAL DR  
KENNEDEALE, TX 76060

GRIFALDO MARIA  
520 NORTH RD TRLR 50  
KENNEDEALE, TX 76060

HENRY JEFFERY L CONT  
520 NORTH RD TRLR 31  
KENNEDEALE, TX 76060

HURTADO MANUEL  
520 NORTH RD TRLR 42  
KENNEDEALE, TX 76060

KENNEDEALE ISD  
120 W KENNEDEALE PKWY  
KENNEDEALE, TX 76060

MARTINEZ ANTONIO  
520 NORTH RD TRLR 49  
KENNEDEALE, TX 76060

RAWLINGS LEWIS WAYNE  
520 NORTH RD TRLR 4  
KENNEDEALE, TX 76060

REYNOLDS LEDA  
801 MONTICELLO DR TRLR 108  
SPRINGTOWN , TX 76082

SPROW LAVERNE  
7017 TIMBER RD  
ALVARADO, TX 76009

WINTERS PAMELA  
520 NORTH RD TRLR 39  
KENNEDEALE, TX 76060

EDWARDS 14-601 LLC  
3225 MCLEOD DR STE 100  
LAS VEGAS, NV 89121

SANCHEZ ELVIRA  
5838 BEAU PURPLE DR  
DALLAS, TX 75211

JMA COOPER LLC  
1113 BURNET DR  
ALLEN, TX 75002

SALINAS CHRISTINA  
520 NORTH RD  
KENNEDEALE, TX 76060

STEINMETZ M N  
520 NORTH RD TRLR 7  
KENNEDEALE, TX 76060

BOVERIE JACK  
520 NORTH RD # 1  
KENNEDEALE, TX 76060

CUDE REALTY LLC  
PO BOX 1203  
KENNEDEALE, TX 76060

RICHARDSON AUSTIN L  
708 WOODLEA LN  
KENNEDEALE, TX 76060

SHOCKEY MARTIN  
520 NORTH RD TRLR 41  
KENNEDEALE, TX 76060

TAYLOR GARRY  
520 NORTH RD TRLR 12  
KENNEDEALE, TX 76060

BARRAZA LUIS  
520 NORTH RD TRLR 52  
KENNEDEALE, TX 76060

WARD BILLY  
700 WOODLEA LN  
KENNEDEALE, TX 76060

MORRISON REAL PROPERTY LLC  
1931 GUINEVERE ST  
ARLINGTON, TX 76014



## PLANNING AND ZONING COMMISSION NOTICE OF PUBLIC HEARING

December 3, 2025

The Kennedale Planning and Zoning Commission will hold a public hearing for the following case on **Monday, December 22, 2025** at 6 P.M. in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060:

**PZ CASE #25-22 TO CONDUCT A PUBLIC HEARING AND CONSIDER A PROPOSED ZONING CHANGE FROM "OT 4 – OLD TOWN SUB-DISTRICT 4" TO A "PD – PLANNED DEVELOPMENT" FOR THE PROPERTY LOCATED AT 429 W KENNEDALE PKWY, PARCEL 43121546, WOODLEA ACRES ADDITION BLOCK 2, LOT 5R1R1 OF THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, 76060.**

A second public hearing for this case will be held before City Council on Tuesday, January 20, 2026 at 5:30 PM in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060.

We are sending notification to those who own real property(ies) within 200 feet of the request in case they wish to attend the public hearings or provide written comments. You are not required to attend the public hearing, but if you choose to attend, you will have the opportunity to speak either in favor of or against the request(s). Written comments may be provided prior to the meeting to the City Secretary's Office, 405 Municipal Drive, Kennedale, TX 76060. If you would like more information about the case or public hearing process, please contact Tina Cox at 817-985-2105 or [tcox@cityofkennedale.com](mailto:tcox@cityofkennedale.com).

The agenda will be posted at 72 hours before the meeting at [www.cityofkennedale.com/agendas](http://www.cityofkennedale.com/agendas) and the meeting calendar is published at [www.cityofkennedale.com/cal](http://www.cityofkennedale.com/cal).

Sincerely,

Tina Cox  
Deputy City Secretary  
City of Kennedale  
405 Municipal Dr  
Kennedale, TX 76060  
[tcox@cityofkennedale.com](mailto:tcox@cityofkennedale.com)  
(817)985-2105



## PLANNING AND ZONING COMMISSION NOTICE OF PUBLIC HEARING

Kennedale ISD  
120 W. Kennedale Parkway  
Kennedale, TX 76060

December 3, 2025

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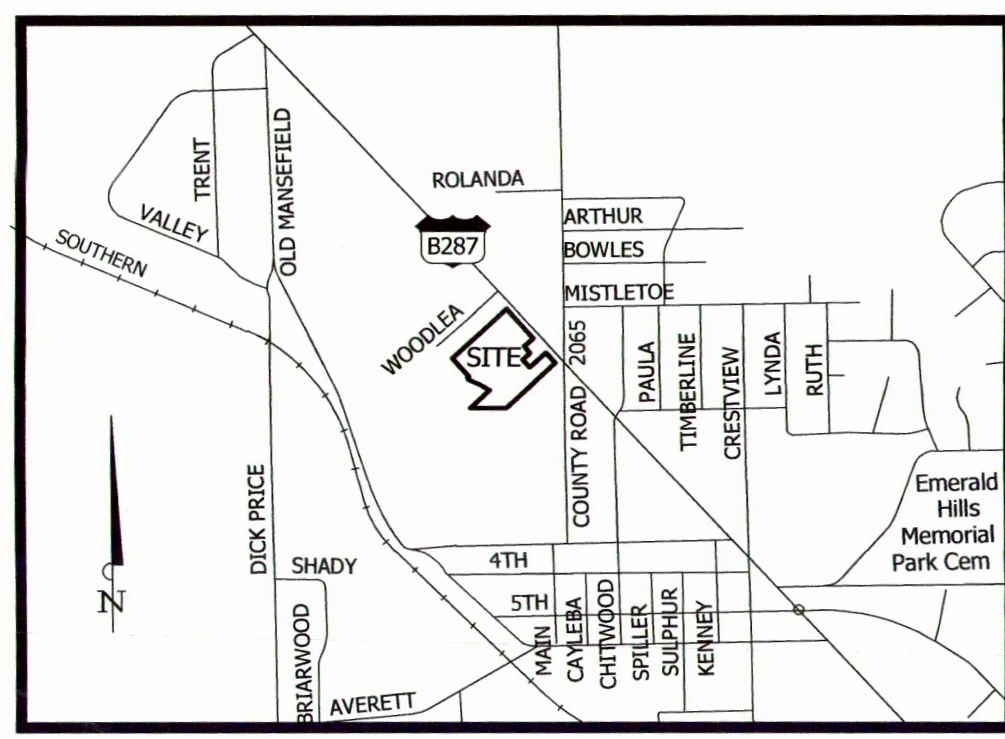
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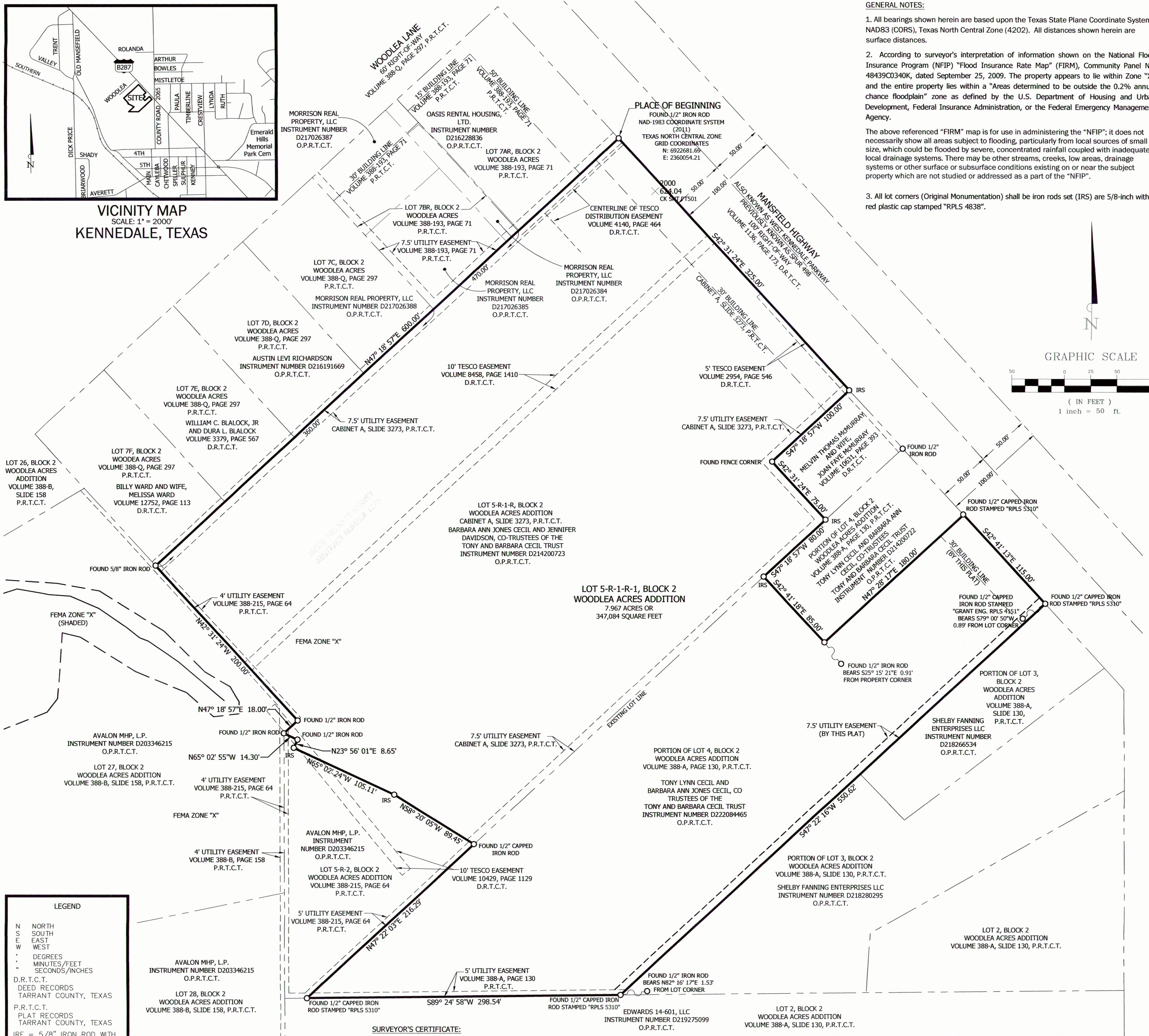
The agenda will be posted at 72 hours before the meeting at [www.cityofkennedale.com/agendas](http://www.cityofkennedale.com/agendas) and the meeting calendar is published at [www.cityofkennedale.com/cal](http://www.cityofkennedale.com/cal).

Sincerely,

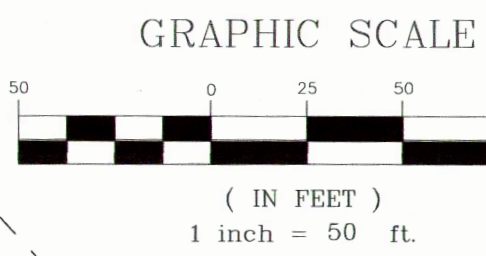
Tina Cox  
Deputy City Secretary  
City of Kennedale  
405 Municipal Dr  
Kennedale, TX 76060  
[tcox@cityofkennedale.com](mailto:tcox@cityofkennedale.com)  
(817)985-2105



VICINITY MAP  
SCALE: 1" = 2000'  
KENNEDALE, TEXAS



GENERAL NOTES:  
1. All bearings shown herein are based upon the Texas State Plane Coordinate System, NAD83 (CORS), Texas North Central Zone (4202). All distances shown herein are surface distances.  
2. According to surveyor's interpretation of information shown on the National Flood Insurance Program (NFIP) "Flood Insurance Rate Map" (FIRM), Community Panel No. 48439C0340K, dated September 25, 2009. The property appears to lie within Zone "X" and the entire property lies within an "Areas determined to be outside the 0.2% annual chance floodplain" zone as defined by the U.S. Department of Housing and Urban Development, Federal Insurance Administration, or the Federal Emergency Management Agency.  
The above referenced "FIRM" map is for use in administering the "NFIP"; it does not necessarily show all areas subject to flooding, particularly from local sources of small size, which could be flooded by severe, concentrated rainfall coupled with inadequate local drainage systems. There may be other streams, creeks, low areas, drainage systems or other surface or subsurface conditions existing on or near the subject property which are not studied or addressed as a part of the "NFIP".  
3. All lot corners (Original Monumentation) shall be iron rods set (IRS) are 5/8-inch with a red plastic cap stamped "RPLS 4838".



STATE OF TEXAS §  
COUNTY OF TARRANT §

WHEREAS, **Barbara Ann Jones Cecil and Jennifer Davidson, Co-Trustees of the Tony and Barbara Cecil Trust** are the owners of that certain 7.967 acres (347,084 square feet) of land in the Jacob Prickett Survey, Abstract No. 1225, City of Kennedale, Tarrant County, Texas; said 7.967 acres (347,084 square feet) of land being all of that certain tract of land described in a Special Warranty Deed to Tony Lynn Cecil and Barbara Ann Jones Cecil, Co-Trustees of the Tony and Barbara Cecil Trust, created by Trust Agreement dated the 25th day of February, 2000, as amended, as recorded in Instrument Number D214200723, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.) and being all of that certain tract of land described in a General Warranty Deed to Tony Lynn Cecil and Barbara Ann Jones Cecil, Co-Trustees of the Tony and Barbara Cecil Trust (hereinafter collectively referred to as Cecil tract), as recorded in instrument Number D222084465, O.P.R.T.C.T. and being all of that certain tract of land described as Lot 5-R-1-R, Block 2, Woodlea Acres Addition (hereinafter referred to as Lot 5-R-1-R), an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 3273, Plat Records, Tarrant County, Texas (P.R.T.C.T.) and being a portion of that certain tract of land described as Lot 4, Block 2, Woodlea Acres Addition (hereinafter referred to as Lot 4), an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Volume 388-A, Page 130, P.R.T.C.T.; said 7.967 acres (347,084 square feet) of land being more particularly described, by metes and bounds, as follows:

**BEGINNING** at a one-half inch iron rod found for the Northeastly corner of said Lot 5-R-1-R, same being the Southeastly corner of that certain tract of land described as Lot 7AR, Block 2, Woodlea Acres (hereinafter referred to as Lot 7AR), an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Volume 388-193, Page 71, P.R.T.C.T., same being the existing Southwestly right-of-way line of Mansfield Highway, also known as West Kennedale Parkway, previously known as Spur 498 (100' right-of-way), as recorded in Volume 1136, Page 173, Deed Records, Tarrant County, Texas (D.R.T.C.T.);

**THENCE** South 42 degrees 24 minutes 24 seconds East with the common line between said Lot 5-R-1-R and the existing Southwestly right-of-way line of said Mansfield Highway, a distance of 325.00 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner, same being the Northern corner of that certain tract of land described in a General Warranty Deed to Melvin Thomas McMurray and wife, Joan Faye McMurray (hereinafter referred to as McMurray tract), as recorded in Volume 10631, Page 393, D.R.T.C.T.;

**THENCE** South 47 degrees 18 minutes 57 seconds West, departing the existing Southwestly right-of-way line of said Mansfield Highway, with the common line between said Lot 5-R-1-R and said McMurray tract, a distance of 100.00 feet to a fence corner found for corner, same being an inner-ell corner of said Lot 5-R-1-R, same being the Westerly corner of said McMurray tract;

**THENCE** South 42 degrees 31 minutes 24 seconds East, continue with the common line between said Lot 5-R-1-R and said McMurray tract, a distance of 75.00 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner in the Northwestly line of said Lot 4, same being the Northwestly line of that certain tract of land described in a Special Warranty Deed to Tony Lynn Cecil and Barbara Ann Jones Cecil, Co-Trustees of the Tony and Barbara Cecil Trust (hereinafter referred to as Tony Cecil tract), as recorded in Instrument Number D214200722, O.P.R.T.C.T.;

**THENCE** South 47 degrees 18 minutes 57 seconds West with the common line between said Lot 5-R-1-R and said Lot 4, a distance of 80.00 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the Northwestly corner of said Tony Cecil tract, same being an inner-ell corner of said Cecil tract;

**THENCE** South 42 degrees 31 minutes 24 seconds East with the common line between said Cecil tract and said Tony Cecil tract, a distance of 85.00 feet to the Southwestly corner of said Tony Cecil tract, same being an inner-ell corner of said Cecil tract, from which a one-half inch iron rod found bears South 25 degrees 15 minutes 21 seconds East, a distance of 0.91 feet;

**THENCE** North 47 degrees 28 minutes 17 seconds East, continue with the common line between said Cecil tract and said Tony Cecil tract, a distance of 180.00 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 5310" found for the Southeastly corner of said Tony Cecil tract, same being the existing Southwestly right-of-way line of said Mansfield Highway;

**THENCE** South 42 degrees 41 minutes 13 seconds East with the common line between said Cecil tract and the existing Southwestly right-of-way line of said Mansfield Highway, a distance of 115.00 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 5310" found for the Easterly corner of said Cecil tract, same being the Northern corner of that certain tract of land described as Lot 3, Block 2, Woodlea Acres Addition (hereinafter referred to as Lot 3), an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Volume 388-A, Page 130, P.R.T.C.T., from which a one-half inch iron rod with plastic cap stamped "GRANT ENG. RPLS 4151" found bears South 79 degrees 00 minutes 50 seconds West, a distance of 0.89 feet;

**THENCE** North 47 degrees 28 minutes 17 seconds East, continue with the common line between said Cecil tract and said Tony Cecil tract, a distance of 180.00 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 5310" found for the Southeastly corner of said Tony Cecil tract, same being the existing Southwestly right-of-way line of said Mansfield Highway, a distance of 115.00 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 5310" found for the Easterly corner of said Cecil tract, same being the Northern corner of that certain tract of land described as Lot 3, Block 2, Woodlea Acres Addition (hereinafter referred to as Lot 3), an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Volume 388-A, Page 130, P.R.T.C.T., from which a one-half inch iron rod found bears North 82 degrees 16 minutes 17 seconds East, a distance of 1.53 feet;

**THENCE** South 47 degrees 22 minutes 16 seconds West, departing the existing Southwestly right-of-way line of said Mansfield Highway, with the common line between said Cecil tract and said Lot 3, a distance of 550.62 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 5310" found for the Southwestly corner of said Lot 3, same being the North line of that certain tract of land described as Lot 2, Block 2, Woodlea Acres Addition (hereinafter referred to as Lot 2), an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Volume 388-A, Page 130, P.R.T.C.T., from which a one-half inch iron rod found bears North 82 degrees 16 minutes 17 seconds East, a distance of 1.53 feet;

**THENCE** South 89 degrees 24 minutes 58 seconds West with the common line between said Cecil tract and said Lot 2, a distance of 298.54 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 5310" found for the Southwestly corner of said Lot 2, same being a Southerly corner of that certain tract of land described as Lot 5-R-2, Block 2, Woodlea Acres Addition (hereinafter referred to as Lot 5-R-2), an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 3273, P.R.T.C.T.;

**THENCE** North 47 degrees 22 minutes 03 seconds East with the common line between said Lot 4 and said Lot 5-R-2, a distance of 216.29 feet to a one-half inch iron rod with plastic cap found for corner, same being a Southwestly corner of said Lot 5-R-1-R;

**THENCE** North 58 degrees 20 minutes 05 seconds West, departing the Northwestly line of said Lot 4, with the common line between said Lot 5-R-1-R and said Lot 5-R-2, a distance of 89.45 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

**THENCE** North 65 degrees 02 minutes 24 seconds West, continue with the common line between said Lot 5-R-1-R and said Lot 5-R-2, a distance of 105.11 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

**THENCE** North 23 degrees 56 minutes 01 second East, continue with the common line between said Lot 5-R-1-R and said Lot 5-R-2, a distance of 8.65 feet to a one-half inch iron rod found for corner;

**THENCE** North 65 degrees 02 minutes 55 seconds West, continue with the common line between said Lot 5-R-1-R and said Lot 5-R-2, a distance of 14.30 feet to a one-half inch iron rod found for corner, same being the Northwestly corner of said Lot 5-R-2, same being an angle point in the Easterly line of that certain tract of land described as Lot 27, Block 2, Woodlea Acres Addition (hereinafter referred to as Lot 27), an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Volume 388-B, Page 158, P.R.T.C.T.;

**THENCE** North 47 degrees 18 minutes 57 seconds East with the common line between said Lot 5-R-1-R and said Lot 27, a distance of 18.00 feet to a one-half inch iron rod found for corner;

**THENCE** North 42 degrees 31 minutes 24 seconds West, continue with the common line between said Lot 5-R-1-R and said Lot 27, a distance of 200.00 feet to a five-eighths inch iron rod found for the Westerly corner of said Lot 5-R-1-R, same being the Southerly corner of that certain tract of land described as Lot 7F, Block 2, Woodlea Acres (hereinafter referred to as Lot 7C thru Lot 7F), an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Volume 388-Q, Page 297, P.R.T.C.T.;

**THENCE** North 47 degrees 18 minutes 57 seconds East, departing the Northeastly line of said Lot 27, with the common line between said Lot 5-R-1-R and said Lot 7C thru Lot 7F, pass at a distance of 360.00 feet, the Northeastly corner of said Lot 7C, same being the Southerly corner of that certain tract of land described as Lot 7BR, Block 2, Woodlea Acres (hereinafter referred to as Lot 7BR), an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Volume 388-193, Page 71, P.R.T.C.T., continue with said course, with the common line between said Lot 5-R-1-R and said Lot 7BR, pass at a distance of 470.00 feet, the Easterly corner of said Lot 7BR, same being the Southerly corner of said Lot 7AR, continue with said course, with the common line between said Lot 5-R-1-R and said Lot 7AR for a total distance of 600.00 feet to the **PLACE OF BEGINNING**, and containing a calculated area of 7.967 acres (347,084 square feet) of land.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, **Barbara Ann Jones Cecil and Jennifer Davidson, Co-Trustees of the Tony and Barbara Cecil Trust**, do hereby adopt this plat, designating the herein described property as **KENNEDALE SQUARE**, an addition to the City of Kennedale, Tarrant County, Texas, and it does hereby dedicate to the public's use the streets and easement shown thereon.

WITNESS UNDER MY HAND THIS 1<sup>st</sup> DAY OF August, 2023.

**Tony and Barbara Cecil Trust**  
By: Barbara Ann Jones Cecil Name: **Barbara Ann Jones Cecil**  
By: Jennifer Davidson Name: **Jennifer Davidson**  
STATE OF TEXAS §  
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared **Barbara Ann Jones Cecil**, 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 1<sup>st</sup> DAY OF August, 2023.

Jackie Lopez NOTARY PUBLIC in and for the STATE OF TEXAS  
JACKIE LOPEZ  
NOTARY PUBLIC  
STATE OF TEXAS  
ID # 13164670-B  
My Comm. Expires 08-15-2026

### REPLAT OF LOT 5-R-1-R-1, BLOCK 2 WOODLEA ACRES ADDITION

AN ADDITION TO THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS  
Being a Replat of Lot 5-R-1-R, Block 2, Woodlea Acres Addition, an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 3273, Plat Records, Tarrant County, Texas, and Being a Portion of Lot 4, Block 2, Woodlea Acres Addition, an addition to the City of Kennedale, Tarrant County, Texas, according to the plat recorded in Cabinet 388-A, Page 130, Plat Records, Tarrant County, Texas and Being 7.967 acres out of the Jacob Prickett Survey, Abstract No. 1225  
City of Kennedale, Tarrant County, Texas

1 Commercial Lot  
Preparation Date: April 2022  
SHEET 1 OF 1  
ENGINEER / SURVEYOR:  
**BANNISTER ENGINEERING, LLC**  
240 NORTH MITCHELL ROAD  
MANSFIELD, TEXAS 76063  
CONTACT: MICHAEL DAVIS, RPLS  
PHONE: 817-842-2094  
Mike@bannistereng.com  
OWNER / DEVELOPER:  
**TONY LYNN CECIL AND  
BARBARA ANN JONES CECIL, CO-TRUSTEES  
TONY AND BARBARA CECIL TRUST**  
P.O. BOX 25  
KENNEDALE, TEXAS 76060  
PHONE: 817-478-6071

LEGEND  
N NORTH  
S SOUTH  
E EAST  
W WEST  
• DEGREES  
' MINUTES/FEET  
" SECONDS/INCHES  
D.R.T.C.T. = DEED RECORDS TARRANT COUNTY, TEXAS  
P.R.T.C.T. = PLAT RECORDS TARRANT COUNTY, TEXAS  
IRF = 5/8" IRON ROD WITH CAP STAMPED "RPLS 4838" FOUND  
o = DIMENSION POINT, NOTHING FOUND OR SET  
◆ = STREET NAME CHANGE

SURVEYOR'S CERTIFICATE:  
I, Michael Dan Davis, a Registered Professional Land Surveyor licensed in the State of Texas, do hereby certify that this plat is true and correct and was prepared from an actual survey made under my supervision on the ground.  
Dated this 31<sup>st</sup> day of July, 2023.



The Planning and Zoning Commission of the City of Kennedale, Texas voted affirmatively on this 31<sup>st</sup> day of July, 2023, to recommend approval of this plat by the City Council.  
By: \_\_\_\_\_  
Chairman, Planning and Zoning Commission  
By: \_\_\_\_\_  
Attest: Secretary, Planning and Zoning Commission

The City Council of the City of Kennedale, Texas voted affirmatively on this 31<sup>st</sup> day of July, 2023, to approve this plat for filing of record.  
By: \_\_\_\_\_  
Chairman, Planning and Zoning Commission  
By: \_\_\_\_\_  
Attest: Secretary, Planning and Zoning Commission



I do hereby certify that this is a true and correct copy of the original record now on file in the Official Public Records of Tarrant County, Texas.

To verify the authenticity of this copy, capture the QR code or visit: <https://tarrant.tx.publicsearch.us/verifycert/dnD7Taz5>

Mary Louise Nicholson  
Tarrant County Clerk



*Mary Louise Nicholson*

Digitally signed by: Mary Louise Nicholson  
Date: Dec 03, 2025 01:47 PM -06:00



**CERTIFICATE OF PLAT ACCEPTANCE**

STATE OF TEXAS

COUNTY OF TARRANT

I, Nathan Gonzales, Director of Community Development for the City of Kennedale, do hereby certify that an application for a plat was received a deemed filed by the City of Kennedale ("City") on June 14, 2022, for the following property within the City of Kennedale, Texas:

Replat of  
Lot 5-R-1-R-1, Block 2  
Woodlea Acres Addition  
An Addition to the City of Kennedale  
Tarrant County, Texas  
Being 7.967 Acres Situated in the  
Jacob Prickett Survey, Abstract No. 1225  
City of Kennedale, Tarrant County, Texas

No action was taken on the application to approve or disapprove the plat within the time prescribed by Texas law by the municipal authority responsible for approving plats filed with the City, therefore, in accordance with Section 212.009 of the Texas Local Government Code, the plat is considered approved by operation of law.

Signed this 22<sup>nd</sup> day of December, 2023.

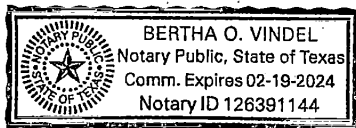
*Nathan Gonzales*  
Nathan Gonzales, Director of Community Development  
City of Kennedale, TX

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22 day of December, 2023

*Bertha Vindel*  
Notary Public in and for the State of Texas

Bertha Vindel  
Name of Notary

My Commission Expires:  
2-19-2024





I do hereby certify that this is a true and correct copy of the original record now on file in the Official Public Records of Tarrant County, Texas.

To verify the authenticity of this copy, capture the QR code or visit: <https://tarrant.tx.publicsearch.us/verifycert/dnD7Taz5>

Mary Louise Nicholson  
Tarrant County Clerk



*Mary Louise Nicholson*

Digitally signed by: Mary Louise Nicholson  
Date: Dec 03, 2025 01:47 PM -06:00

D224036495

Page 2 of 4



**TARRANT COUNTY TAX OFFICE**

100 E. Weatherford, Room 105 • Fort Worth, Texas 76196-0301 • 817-884-1100  
taxoffice@tarrantcounty.com  
In God We Trust

WENDY BURGESS  
Tax Assessor-Collector

TAX CERTIFICATE FOR ACCOUNT : 00006986056  
AD NUMBER: 47685 2 5R1R  
CERTIFICATE NO : 106366917  
**COLLECTING AGENCY**  
WENDY BURGESS  
PO BOX 961018  
FORT WORTH TX 76161-0018

DATE : 2/20/2024 PAGE 1 OF 1  
FEE : \$10.00

**PROPERTY DESCRIPTION**  
WOODLEA ACRES ADDITION BLOCK 2  
LOT 5R1R

**REQUESTED BY**  
TONY AND BARBARA CECIL TRUST  
  
PO BOX 25  
KENNEDALE TX 76060

0000429 W KENNEDALE PKWY  
5.281 ACRES

**PROPERTY OWNER**  
TONY AND BARBARA CECIL TRUST  
% TONY & BARBARA CECIL TR  
PO BOX 25  
KENNEDALE TX 76060

YEAR	TAX UNIT	AMOUNT DUE
2023	CITY OF KENNEDALE	\$0.00
2023	Tarrant County	\$0.00
2023	JPS HEALTH NETWORK	\$0.00
2023	TARRANT COUNTY COLLEGE	\$0.00
2023	KENNEDALE ISD	\$0.00
TOTAL		\$0.00

ISSUED TO : TONY AND BARBARA CECIL TRUST  
ACCOUNT NUMBER: 00006986056  
TOTAL CERTIFIED TAX: \$0.00

As Deputy Tax Assessor/Collector for Tarrant County , I do hereby certify pursuant to Texas Property Tax Code Section 31.08 that the delinquent taxes, penalties and attorney fees due for only the above described property are as listed below according to the current tax records. Additional taxes may become due on the described property, which are not reflected herein, if the said described property has or is receiving any special statutory valuations that may trigger tax rollback provisions and other changes to the appraisal roll made subsequent to the issuance of this certificate.

This certificate applies to ad valorem taxes only and does not apply to any special assessment levies.

*[Signature]* Deputy



D224036495

03/04/2024 11:58 AM

Page: 1 of 4

Fees: \$77.00

PLAT

SUBMITTER: JACQUELINA LOPEZ

*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK





I do hereby certify that this is a true and correct copy of the original record now on file in the Official Public Records of Tarrant County, Texas.

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Mary Louise Nicholson  
Tarrant County Clerk

Digitally signed by: Mary Louise Nicholson  
Date: Dec 03, 2025 01:47 PM -06:00

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Page 3 of 4



**TARRANT COUNTY TAX OFFICE**

100 E. Weatherford, Room 105 • Fort Worth, Texas 76196-0301 • 817-884-1100  
taxoffice@tarrantcounty.com  
In God We Trust

WENDY BURGESS  
Tax Assessor-Collector

TAX CERTIFICATE FOR ACCOUNT : 00004479580  
AD NUMBER: 47685 2 4A  
CERTIFICATE NO : 106366933  
COLLECTING AGENCY  
WENDY BURGESS  
PO BOX 961018  
FORT WORTH TX 76161-0018

DATE : 2/20/2024  
FEE : \$10.00  
PAGE 1 OF 1

PROPERTY DESCRIPTION  
WOODLEA ACRES ADDITION BLOCK 2  
LOT 4A

0000409 W KENNEDALE PKWY  
2.7365 ACRES

REQUESTED BY  
TONY AND BARBARA CECIL TRUST  
  
PO BOX 25  
KENNEDALE TX 76060

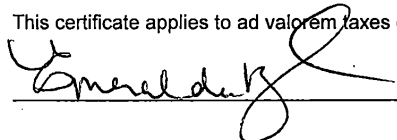
PROPERTY OWNER  
TONY AND BARBARA CECIL TRUST  
TONY LYNN, BARBARA ANN JONES  
CECIL CO-TR  
PO BOX 25  
KENNEDALE TX 76060

YEAR	TAX UNIT	AMOUNT DUE
2023	CITY OF KENNEDALE	\$0.00
2023	Tarrant County	\$0.00
2023	JPS HEALTH NETWORK	\$0.00
2023	TARRANT COUNTY COLLEGE	\$0.00
2023	KENNEDALE ISD	\$0.00
TOTAL		\$0.00

ISSUED TO : TONY AND BARBARA CECIL TRUST  
ACCOUNT NUMBER: 00004479580  
TOTAL CERTIFIED TAX: \$0.00

As Deputy Tax Assessor/Collector for Tarrant County , I do hereby certify pursuant to Texas Property Tax Code Section 31.08 that the delinquent taxes, penalties and attorney fees due for only the above described property are as listed below according to the current tax records. Additional taxes may become due on the described property, which are not reflected herein, if the said described property has or is receiving any special statutory valuations that may trigger tax rollback provisions and other changes to the appraisal roll made subsequent to the issuance of this certificate.

This certificate applies to ad valorem taxes only and does not apply to any special assessment levies.

 Deputy







# FIRST FENCE USA

WE LISTEN. WE CARE. WE DELIVER

A Presentation Prepared For The City of Kennedale  
Presenting the Agenda and Intentions of:

# First Fence USA

Date:  
December 12th, 2025



Outside Frontage Concept



Trade Counter Concept



FIRST FENCE USA

WE LISTEN. WE CARE. WE DELIVER

# Contents

<b>01</b> <b>Who We Are</b>	<b>02</b> <b>Plans &amp; Agenda</b>	<b>03</b> <b>Investing in Kennedale</b>	<b>04</b> <b>Our Requirements</b>
<ul style="list-style-type: none"><li>• A Rich British History</li><li>• What We Do</li><li>• Community Engagement</li></ul>	<ul style="list-style-type: none"><li>• The Texas Fence Market</li><li>• Product Proposal</li><li>• Employment</li><li>• Retail Frontage</li><li>• Usage and Zoning</li><li>• Community Engagement &amp; Sponsorship</li></ul>	<ul style="list-style-type: none"><li>• Revenue Projections (5 Year Forecast)</li><li>• Taxation</li></ul>	<ul style="list-style-type: none"><li>• Time Scales</li><li>• Incentives for Investment</li><li>• Access to Employment Opportunities</li></ul>



FIRST FENCE USA

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Parish of  
Andover

THE CHURCH  
OF ENGLAND



Part 1:

# Who We Are

- A Rich British History
- What We Do
- Community Engagement

*Temporary Fencing Donated to the City of  
Andover Church Restoration Programme, UK.*



## A Rich British History | At A Glance

# Four Key Facts

### Established

First Fence Ltd was founded in 2010 in Derbyshire, United Kingdom, by brothers Vinny and Dave Kotecha. What began as a small operation run from their front driveway has since grown into the UK's largest provider in its sector, and we still maintain those strong family values today.

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### Employment

First Fence UK proudly employs 200+ full-time colleagues, spanning roles across sales, operations, depot management, picking, and driving.

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### Investment

As a family-run business, Dave and Vinny continuously reinvest in leaner production methods and ongoing product expansion to meet evolving fencing needs and preferences.

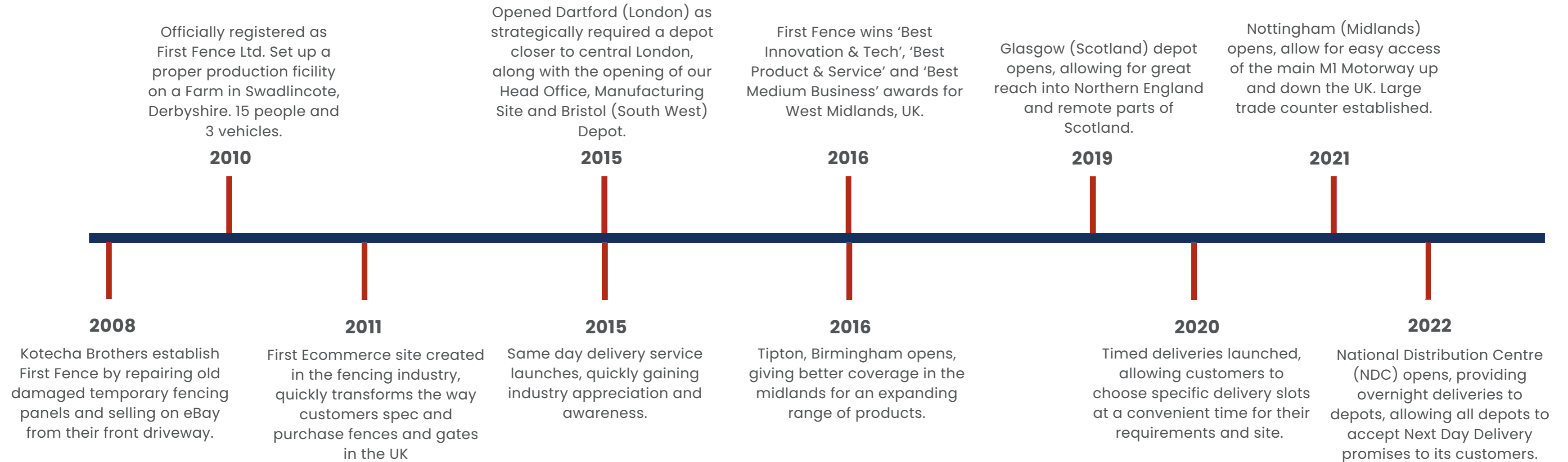
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### Key to Success

First Fence employees are the biggest key to our success, their dedication and expertise drive everything we do, strongly followed by our commitment to exceptional customer service, strong stock availability, with exceptional turn around times.



# A Rich British History | Scaling the Business



Bristol Depot



Tipton Depot



Nottingham Depot



Canvey Depot



Glasgow Depot



National Distribution Centre

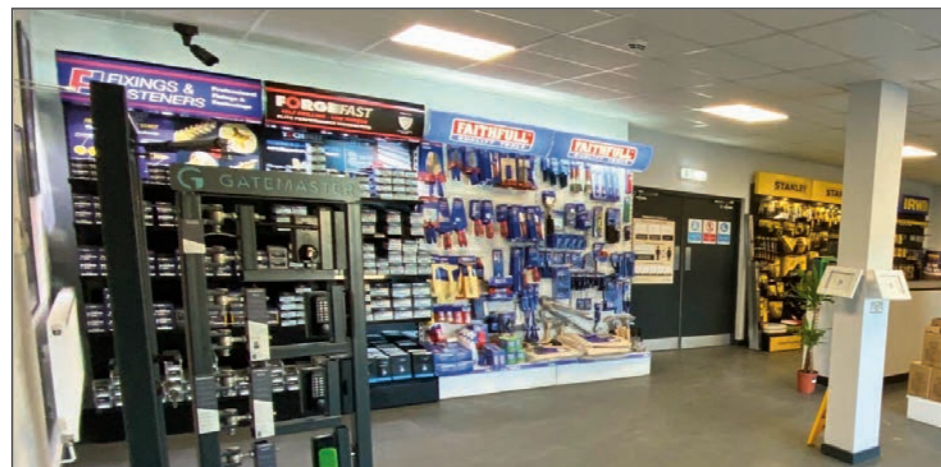


# What We Do | Why Customers Choose First Fence

## 01 | Retail Focus

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“At its core, the company has earned customer trust by keeping essential products reliably in stock and ready for quick collection.”



## 02 | Service

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“Whether you’re tackling your first fencing project or you’re a long-time professional, our team is here to help—offering clear advice, expert support, and smooth delivery logistics every step of the way.”



## 03 | Deliveries

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“With a fleet of over 50 vehicles, First Fence is known for fast, reliable site delivery—scheduled at a time that suits you.”







# What We Do | Community Engagement

First Fence Ltd invests time and money each year into enriching the lives of communities connected to our colleagues and local cities, becoming a trusted partner for numerous charitable organizations. A few examples below.

## Leicester Children’s Hospital Christmas Toy Drive



## Local Cancer Fundraisers and Support Groups Near Each Depot



## Homelessness Fundraisers to Support Those in Need Near Depots



## Sports Sponsorships for over 15+ Local Sports Clubs Annually



*“When we make a promise, we keep it. Since 2010, we’ve supported the communities around our depots, not because we have to, but because it’s the right thing to do. From sports kits and community event support to fundraising for mental-health and wellness charities, our aim is always to make a real difference. We believe our success should strengthen the places we call home and the people we live and work alongside every day.”*

*Vinny Kotecha | First Fence USA*



FIRST FENCE USA



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Part 2:

# Plans & Agenda

- The Texas Fence Market
- Product Proposal
- Employment
- Retail Frontage
- Community Engagement & Sponsorship
- Usage and Zoning

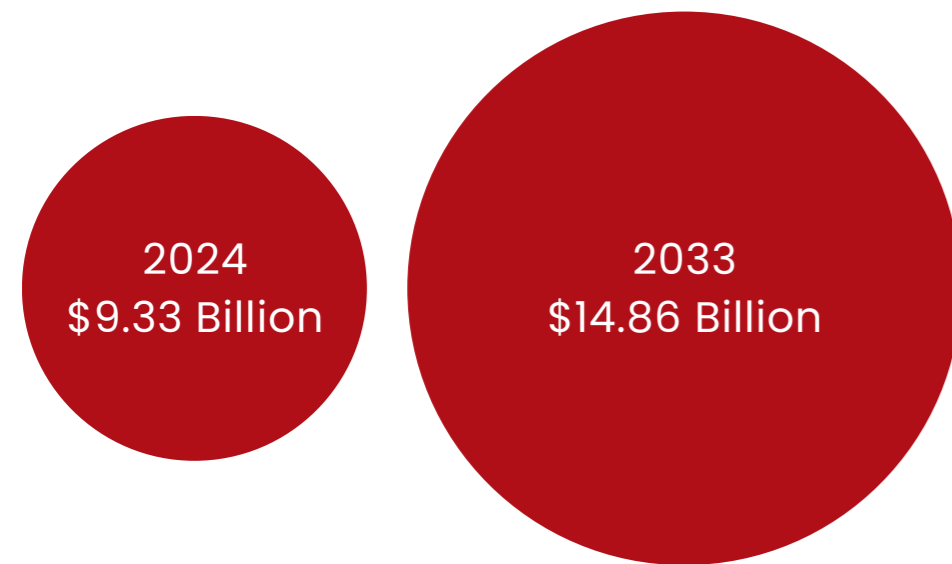




# Plans & Agenda | The Texas Fence Market

## 01 | Market Size

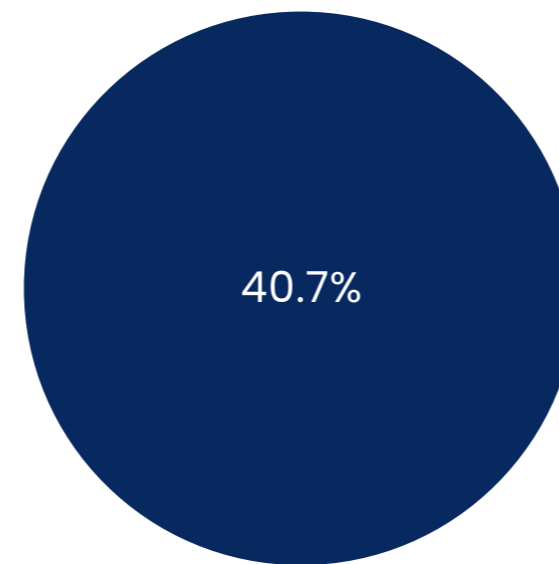
U.S. Fencing Market size was estimated at \$9.33 billion in 2024 and is expected to reach \$14.86 billion by 2033.



Source: Grand View Research (U.S. Fencing Market Size And Share Report, 2033)

## 02 | The South

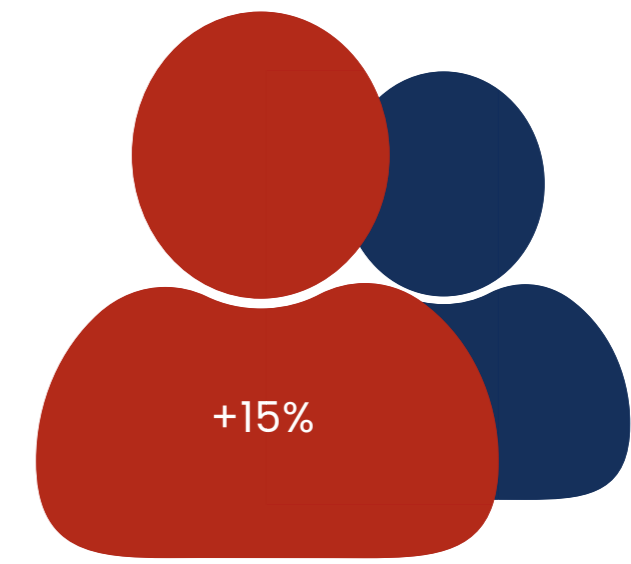
In 2024, the South accounted for 40.7% of residential and commercial fencing sales, with Texas spearheading the construction surge across the region.



Source: Grand View Research (U.S. Fencing Market Size And Share Report, 2033)

## 03 | DFW Demand

Texas has 2,270 registered fence erectors, including 710 in DFW, where labor costs are about 15% above the national average due to higher fencing demand.



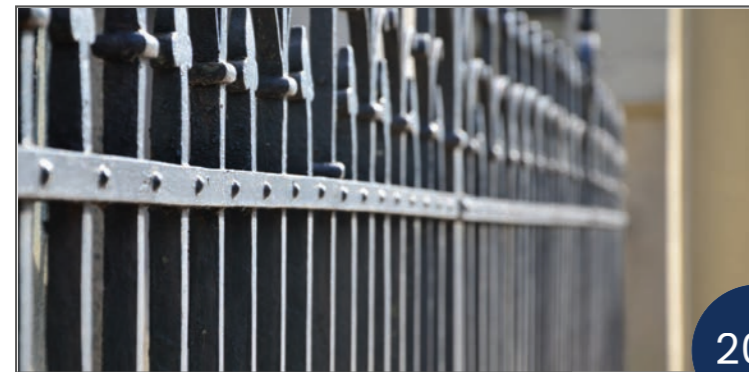
Source: Grand View Research (U.S. Fencing Market Size And Share Report, 2033)



# Plans & Agenda | Product Proposal

## Galvanised Fencing

Ornamental style galvanised railing fencing and gates, in over eight styles in stock and ten sizes of each gate type.



20%

## Timber Fencing

A range of Cedar and Pine timber picket and rails, fully stocked and compliant to the strictest of HOA requirements.



20%

## Vinyl PVC Fencing

Vinyl PVC plastic fencing in ten different styles, with hardware and gates to suit. Focused mainly for residential and ranch.



10%

## Chain Link Fencing

Galvanized chain link fencing and gates for residential and commercial use. All sizes in stock.



20%

## Aluminium Fencing

Ornamental aluminum fencing and gates, tailored for e-commerce sales, especially on the East Coast.



5%

## Temporary Fencing

A range of welded and chain link mesh temporary fence panels along with pedestrian barriers for sales and rental.



5%

## Agricultural Wire

Large selection of galvanised agricultural netting and fencing rolls designed for livestock containment.



5%

## Mesh Fencing

Ornamental style galvanised railing fencing and gates, in over eight styles in stock and ten sizes of each gate type.



5%

Hardware, automation, fixings and accessories =

10%



# Plans & Agenda | Employment

Employment strategy with a twist...

## The Fencing Problem...

---

### Existing Talent Pool

The First Fence USA recruitment strategy will focus on sourcing talent from within the existing industry, specifically targeting a select number of managerial roles. By leveraging experienced professionals, the company aims to ensure leadership positions are filled with individuals who already understand industry dynamics and operational excellence.

### New Talent Pool | Training Academy

In addition, First Fence USA plans to establish a dedicated training academy to upskill individuals from hospitality and service-oriented industries. This approach will provide the company with a competitive advantage in customer friendliness while developing fencing expertise. The academy will offer a continuous training program designed to transform local talent into skilled fencing professionals, simultaneously enhancing the capabilities of the local workforce and strengthening the company's long-term growth prospects.





# Plans & Agenda | Employment

## Five Year Employment Plan for Kennedale, TX Site

	2026 FY	2027 FY	2028 FY	2029 FY	2030 FY
<b>On Site Employment</b>	Depot Manager (1)	Depot Manager (1)	Depot Manager (1)	Depot Manager (1)	Depot Manager (1)
	Assistant Manager (1)	Assistant Manager (1)	Assistant Manager (2)	Assistant Manager (2)	Assistant Manager (2)
	Trade Counter Assistants (3)	Trade Counter Assistants (6)	Trade Counter Assistants (5)	Trade Counter Assistants (7)	Trade Counter Assistants (8)
	Yard Personals (4)	Yard Personals (4)	Yard Personals (6)	Yard Personals (8)	Yard Personals (10)
	Field Sales Representatives (2)	Field Sales Representatives (4)	Field Sales Representatives (6)	Field Sales Representatives (6)	Field Sales Representatives (6)
	Transport Coordinator (1)	Transport Coordinator (1)	Transport Coordinator (2)	Transport Coordinator (2)	Transport Coordinator (2)
	Full Time Drivers (4)	Full Time Drivers (7)	Full Time Drivers (8)	Full Time Drivers (12)	Full Time Drivers (14)
	<b>Total (15)</b>	<b>Total (27)</b>	<b>Total (35)</b>	<b>Total (45)</b>	<b>Total (55)</b>
<b>Off Site Employment</b>	USA President (1)	USA President (1)	USA President (1)	USA President (1)	USA President (1)
	USA Operations Vice President (1)	USA Operations Vice President (1)	USA Operations Vice President (1)	USA Operations Vice President (1)	USA Operations Vice President (1)
	Marketing Manager (1)	Marketing Manager (1)	Marketing Manager (1)	Marketing Manager (1)	Marketing Manager (1)
	HR Manager (1)	HR Manager (1)	HR Manager (1)	HR Manager (1)	HR Manager (1)
	USA Product Researcher (1)	USA Product Researcher (1)	USA Product Researcher (1)	USA Product Researcher (1)	USA Product Researcher (1)
	USA Ecommerce Administrator (1)	USA Ecommerce Administrator (3)	USA Ecommerce Administrator (3)	USA Ecommerce Administrator (3)	USA Ecommerce Administrator (3)
	USA Drawing Engineer (1)	USA Drawing Engineer (1)	USA Drawing Engineer (1)	USA Drawing Engineer (1)	USA Drawing Engineer (1)
	<b>Total (7)</b>	<b>Total (9)</b>	<b>Total (9)</b>	<b>Total (9)</b>	<b>Total (9)</b>





# Plans & Agenda | Retail Frontage

Existing



Proposed



## Scope:

"First Fence USA is set to launch the region's most dynamic, immersive, and buzz-worthy fencing showroom, a hands-on experience designed to captivate and inspire. Homeowners from Kennedale, Forest Hill, Everman, Rendon, Dalworthington Gardens, and Mansfield will be drawn in to explore bold ideas for transforming the look and feel of their properties. This flagship location will become the go-to destination and a must-see attraction for anyone passionate about exceptional fencing and gate design." *Vinny Kotecha | First Fence USA*



**Proposed Internal Concept Layout for Customer Experience Showroom**



# Plans & Agenda | Usage & Zoning



Ref	Zone Name	Activities & Operations
1	<b>Trade Customer Entrance</b> N/A	Vehicle entry and exit operations for all vehicle sizes
2	<b>Customer Retail Parking / Fire Lane</b> Approximately 5,940 sf	Vehicle parking available for customers during opening hours.
3	<b>Trade Customer Exit (onto 287)</b> N/A	Vehicle exit operations by all vehicle types.
4	<b>Customer Retail Parking / Fire Lane</b> Approximately 660 sf	Vehicle parking available for customers during opening hours.
5	<b>Retail Customer Parking Lot (Entry &amp; Exit onto 287)</b> Approximately 3,500 sf	Vehicle parking available for customers during opening hours.
6	<b>Colleague &amp; Staff Parking Lot</b> Approximately 4,100 sf	Colleague parking outside and during working hours.
7	<b>Customer Indoor Experience Centre (Retail Showroom)</b> Approximately 2,900 sf	Indoor retail environment open between 7am and 6pm including weekends for customer viewing.
8	<b>Trade Customer Pull-Thru Loading Bays</b> Approximately 3,600 sf	Customer loading during opening hours of 6am to 6pm.
9	<b>Despatch Picking Area for Trade Customers</b> Approximately 7,200 sf	Customer loading during opening hours of 6am to 6pm.
10	<b>Inventory Offload &amp; Checking Area</b> Approximately 23,700 sf	Inventory goods in deliveries to be received between the hours of 7am to 6pm Monday to Friday.
11	<b>Trade Customer Refreshment Zone</b> Approximately 1,600 sf	Open to customers during working hours.
12	<b>Hardware &amp; Fittings Warehouse</b> Approximately 6,540 sf	Open 6am to 6pm to colleagues.
13	<b>Colleague &amp; Staff Welfare Canteen &amp; Break Room</b> Approximately 850 sf	Open 6am to 6pm to colleagues.
14	<b>Small Scale Fabrication &amp; Machine Shop</b> Approximately 8,300 sf	Production to include tube cutting, jig setting and light scale welding. No on site galvanising or fume generating activities aside from welding. To be operated between 8am and 6pm, Monday to Friday.
15	<b>Fabrication Bulk Material Storage</b> Approximately 4,900 sf	
16	<b>First Fence USA Delivery Truck Loading Zone</b> Approximately 2,400 sf	Truck loading zone, vehicles to be loaded 6am to 6pm to suit the needs and flexibility of customer orders.
17	<b>Indoor Dry Product Storage</b> Approximately 15,800 sf	Internal forklift activities, accessible 6am to 6pm for stock picking requirements to fulfil deliveries.
18	<b>Inventory Storage Yard</b> Approximately 88,500 sf	Forklift activities between 6am and 6pm.
19	<b>Zone to Remain Untouched</b> Approximately 50,500 sf	Zone to Remain Untouched.



# Plans & Agenda | Community & Engagement in Kennedale

“When we make a promise, we keep it... not because we have to, but because it’s the right thing to do.”

*Vinny Kotecha | First Fence USA*

## 01 | Sports Sponsorship

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First Fence USA pledges to assist two minor league sports clubs with top tier sponsorship including funded sports equipment, upkeep where needed with perimeter security and voluntary days to assist during big games.

## 02 | Helping Those In Need

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First Fence USA will commit financially and with time to families in need including families close to the poverty line and in need of food and clothing assistance.

## 03 | City Events

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First Fence USA will be on hand to provide and install temporary fencing and barriers for any major city events including carnivals, parades and public holiday displays.





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Part 3:

# Investing in Kennedale

- Revenue Projections (5 Year Forecast)
- Taxation

  
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# Investing in Kennedale | Revenue Projections

First Fence USA Revenue Projections over a five year period

Financial Period	Mar26-Feb27	Mar27-Feb28	Mar28-Feb29	Mar29-Feb30	Mar30-Feb31	TOTALS
Revenue	FY27	FY28	FY29	FY30	FY31	FY27-31
Revenue - Products	8,339,025	16,678,050	25,017,076	33,773,052	45,593,620	129,400,823
<b>TOTAL REVENUE</b>	<b>8,339,025</b>	<b>16,678,050</b>	<b>25,017,076</b>	<b>33,773,052</b>	<b>45,593,620</b>	<b>129,400,823</b>



# Investing in Kennedale | Local Tax Contributions

## First Fence USA Local Tax Contributions

Local Tax Rate	2%	2%	2%	2%	2%	Total
Local Tax Payable	166,781	333,561	500,342	675,461	911,872	2,588,016
State Tax Rate	6.25%	6.25%	6.25%	6.25%	6.25%	Total
State Tax Payable	521,189	1,042,378	1,563,567	2,110,816	2,849,601	8,087,551
Total Tax Rate	8.25%	8.25%	8.25%	8.25%	8.25%	Total
Total Tax Payable	687,970	1,375,939	2,063,909	2,786,277	3,761,474	10,675,568

**In addition to the above, we will be utilising other local facilities - not limited to:**

- Transportation - Deliveries of products to customers via Trucks and Vans using local businesses
- IT - Whilst we will be operating many of the existing systems from the UK, we will engage with local IT services to assist with on the ground services
- Legal & HR - again, whilst we have UK expertise, we will need local experts in both of these areas
- Maintenance & Landscaping - engagement of local services to help maintain the premises, yard and surrounding landscape



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Part 4:

# Our Requirements

- Time Scales
- Incentives for Investment
- Access to Employment Opportunities



FIRST FENCE USA



## Our Requirements | Time Scales

In order to achieve our financial targets and ability to meet city requirements for employment, First Fence USA will need to ensure the following timescales are met, with the support of Kennedale City:

### Phase One: January 2026 to March 2026

---

Obtained permission to lease and operate a retail and distribution business with the basis of allowing customer collections and trade counter sales of small and large products. Must be allowed full permission to load vehicles with the ability to use large plant. All zoning rights to be in place ready for depot launch.

31st March, 2026  
Depot Launch Day

### Phase Two: March 2026 to January 2027

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Permission to produce small and medium size fabricated articles inside the end shed, in order to produce bespoke and custom gates for customer specific orders, allowing for matching styles of fencing and gates to blend into local environment.



## Our Requirements | How Can You Help?

First Fence USA plans to invest over \$15m in the first year into the 429 W Kennedale depot. In return, First Fence USA would like the opportunity to explore how Kennedale City can help with the following key areas:

### Incentives for Investment?

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What is available to First Fence USA?

How quickly can incentives be unlocked?

What is the criteria?

### Access to Employment Opportunities?

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We plan to establish a dedicated training school focused on developing both manual and automation skills in access control, gate installation, and fence installation. This academy will upskill the local workforce, including customer contractors. First Fence USA is seeking support for this initiative to ensure accessible training opportunities for the entire Kennedale fencing community, and for those who aspire to become part of it.



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# Thank You

Thank you for your time, we welcome any questions and look forward to the prospect of moving forward with Kennedale City