



Sachse, Texas

Sachse City Hall
3815-B Sachse Road
Sachse, Texas 75048

Meeting Agenda Planning & Zoning Commission

Monday, June 9, 2014

7:00 PM

City Hall

The Planning and Zoning Commission of the City of Sachse will hold a Regular Meeting on Monday, June 9, 2014, at 7:00 p.m. at the Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas to consider the following items of business:

1. **Invocation and Pledge of Allegiance to the U.S. and Texas Flags**
2. Community Development Director's Update Report: Briefing on current activities of staff.
3. **Regular Agenda Items:**
 - [14-2253](#) Consider approval of the minutes from the May 27, 2014 Planning and Zoning Commission meeting.

Executive Summary

Approval of the minutes from the May 27, 2014 Planning and Zoning Commission meeting.

Attachments: [CD - PZ MINUTES 20140527.pdf](#)

- [14-2247](#) Consider the application of Little Genius of Texas, LLC for approval of a Final Plat for Woodbridge Montessori School Addition, being a 1.988-acre tract consisting of one individual lot. The subject property is generally located on the south side of Ranch Road approximately 175 feet west of the intersection with Clearmeadow Lane.

Executive Summary

The applicant is requesting approval of a Final Plat for a 1.988-acre tract. The property will consist of one individual lot.

Attachments: [CD - WB MONTESSORI FP PZ - PRESENTATION.pdf](#)
[CD - WB MONTESSORI FP PZ - ATTACHMENT 1.pdf](#)
[CD - WB MONTESSORI FP PZ - ATTACHMENT 2.pdf](#)
[CD - WB MONTESSORI FP PZ - ATTACHMENT 3.pdf](#)
[CD - WB MONTESSORI FP PZ - FINAL PLAT.pdf](#)

4. Adjournment

Note: The Planning and Zoning Commission may retire and convene into Executive, Closed Session on any matter related to the above agenda items for the purposes of private consultation with the City Attorney under Section 551.071 of the Texas Government Code.

State law prohibits the introduction or discussion of any item of business not posted at least seventy-two (72) hours prior to the meeting time.

Posted: June 6, 2014; 5:00 p.m. Michael Spencer, Interim Community Development Director

If you plan to attend this public meeting and you have a disability that requires special arrangements at the meeting, please contact Terry Smith, City Secretary at (972) 495-1212, 48 business hours prior to the scheduled meeting date. Reasonable accommodations will be made to assist your needs.



Legislation Details (With Text)

File #:	14-2253	Version:	1	Name:	CD - PZ MINUTES 052714
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	6/2/2014	In control:		In control:	City Council
On agenda:	6/9/2014	Final action:		Final action:	
Title:	Consider approval of the minutes from the May 27, 2014 Planning and Zoning Commission meeting.				

Executive Summary

Approval of the minutes from the May 27, 2014 Planning and Zoning Commission meeting.

Sponsors:

Indexes:

Code sections:

Attachments: [CD - PZ MINUTES 20140527.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider approval of the minutes from the May 27, 2014 Planning and Zoning Commission meeting.

Executive Summary

Approval of the minutes from the May 27, 2014 Planning and Zoning Commission meeting.

Staff Recommendations

Staff recommends approval of the minutes from the May 27, 2014 Planning and Zoning Commission meeting.

City of Sachse, Texas
Planning and Zoning Commission

Minutes of the Regular Meeting on Monday, May 27, 2014

Time: 7:00 p.m.

Place: Sachse City Hall

Members Present:

David Hock
Ty Lamb
Scott Everett
Warren Becker

Members Absent:

Wendy Stewart
Jack Bickler

Staff Present:

Michael Spencer, Interim Community Development
Director
Charlotte Youngblood, Secretary

Others present:

Bill Adams, City Council Liaison

Chairman Scott Everett opened the meeting of the Planning and Zoning Commission at 7:10 p.m. and a quorum was declared.

1. Invocation and Pledge of the Allegiance to the U.S. and Texas Flags

The invocation was offered by Warren Becker and Ty Lamb led the pledges.

2. Community Development Director's Update Report: Briefing on current activities of staff.

Michael Spencer, Interim Community Development Director, said interviews for the new Community Development Director will start this week.

3. Consider approval of the minutes from the April 28, 2014 Planning and Zoning Commission meeting.

Warren Becker made a motion to approve the minutes of the April 28, 2014 Planning and Zoning Commission meeting. Ty Lamb seconded the motion. The motion passed with all voting in favor.

4. Consider an application from Lennar Homes of Texas Land & Construction, Ltd., for approval of a Final Plat for Richfield Estates Phase 2, being 39 single-family residential lots and one Homeowners' Association (HOA) lot, on approximately 18.21 acres of land.

Mr. Spencer, Interim Community Development Director, introduced the item. He stated that the applicant is requesting to subdivide an approximately 18.21-acre tract of land to consist of 39 single family residential lots and one HOA lot. He stated the proposed subdivision will have access to Miles Road from Trailridge Drive and two access points from Trailridge Drive into the subdivision. He stated the property is zoned R-10 and meets all standards of the City of Sachse Zoning and Subdivision Ordinance. He said staff is recommending approval of the Final Plat.

David Hock made a motion to approve the Final Plat for Richfield Estates Phase 2. Warren Becker seconded the motion. The motion passed with all voting in favor.

There being no further business, Ty Lamb made a motion to adjourn. The meeting was adjourned at 7:19 p.m.

Secretary

Chairperson



Legislation Details (With Text)

File #:	14-2247	Version:	1	Name:	CD - WB MONTESSORI FP PZ
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	5/27/2014	In control:		In control:	Planning & Zoning Commission
On agenda:	6/9/2014	Final action:		Final action:	
Title:	Consider the application of Little Genius of Texas, LLC for approval of a Final Plat for Woodbridge Montessori School Addition, being a 1.988-acre tract consisting of one individual lot. The subject property is generally located on the south side of Ranch Road approximately 175 feet west of the intersection with Clearmeadow Lane.				
	Executive Summary The applicant is requesting approval of a Final Plat for a 1.988-acre tract. The property will consist of one individual lot.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CD - WB MONTESSORI FP PZ - PRESENTATION.pdf CD - WB MONTESSORI FP PZ - ATTACHMENT 1.pdf CD - WB MONTESSORI FP PZ - ATTACHMENT 2.pdf CD - WB MONTESSORI FP PZ - ATTACHMENT 3.pdf CD - WB MONTESSORI FP PZ - FINAL PLAT.pdf				

Date	Ver.	Action By	Action	Result
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Title

Consider the application of Little Genius of Texas, LLC for approval of a Final Plat for Woodbridge Montessori School Addition, being a 1.988-acre tract consisting of one individual lot. The subject property is generally located on the south side of Ranch Road approximately 175 feet west of the intersection with Clearmeadow Lane.

Executive Summary

The applicant is requesting approval of a Final Plat for a 1.988-acre tract. The property will consist of one individual lot.

Background

The 1.988-acre (approximately 86,604 square feet) subject property is generally located on the south side of Ranch Road approximately 175 feet west of the intersection with Clearmeadow Lane. (See Attachment 1 - Aerial Location Map). The subject property retains a current zoning designation of Special Use Permit (SUP) for a Daycare, Childcare or Kindergarten Facilities (Ord. No. 3497 approved July 15, 2013). See Attachment 2 for Zoning Identification Map.

There are no existing trees located on the subject site.

Planning and Zoning Commission approved the Preliminary Plat by a vote of 5-0 at the August 12, 2013 meeting.

City Council approved the Preliminary Plat by a vote of 6-0 at the September 3, 2013 meeting by Consent Agenda.

Policy Considerations

The applicant is proposing to plat the subject property into one individual lot. Pursuant to the Facilities Agreement, Resolution No. 3558, (See Attachment 3 - Resolution No. 3558), approved by the City Council of the City of Sachse on January 6, 2014, the applicant will be responsible for dedicating the portions of Ranch Road and Montessori Lane as shown on the plat, as well as constructing one-half of Montessori Lane.

Staff has determined that the proposed Final Plat meets the standards of the City of Sachse Code of Ordinances and is designed in accordance with the zoning of the property. The Final Plat and its supporting documents have been reviewed by the City Engineer and have been found to be in compliance with the City of Sachse Code of Ordinances.

Budgetary Considerations

None.

Staff Recommendations

Staff recommends approval of a Final Plat for Woodbridge Montessori School Addition.



PLANNING & ZONING COMMISSION

JUNE 9, 2014

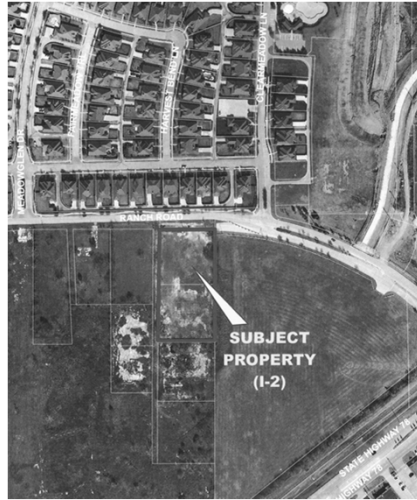
REQUEST

Consider the application of Little Genius of Texas, LLC for approval of a Final Plat for Woodbridge Montessori School Addition, being a 1.988-acre tract consisting of one individual lot. The subject property is generally located on the south side of Ranch Road approximately 175 feet west of the intersection with Clearmeadow Lane.



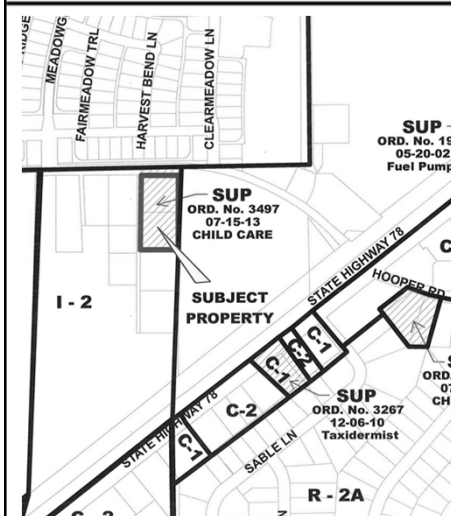
BACKGROUND

AERIAL LOCATION MAP



BACKGROUND

ZONING MAP



BACKGROUND

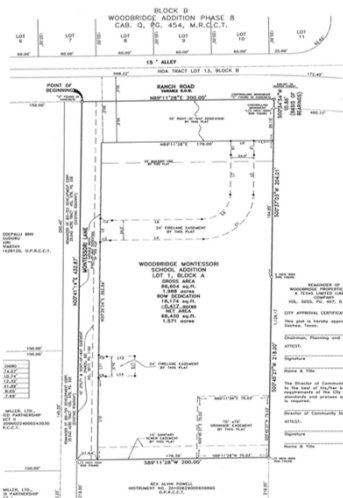
SITE INFORMATION

- ❑ Proposed Use: Childcare, Daycare or Kindergarten Facility
- ❑ Site Area: 1.988 acres
- ❑ Existing Zoning: Special Use Permit (SUP)



POLICY CONSIDERATIONS

FINAL PLAT



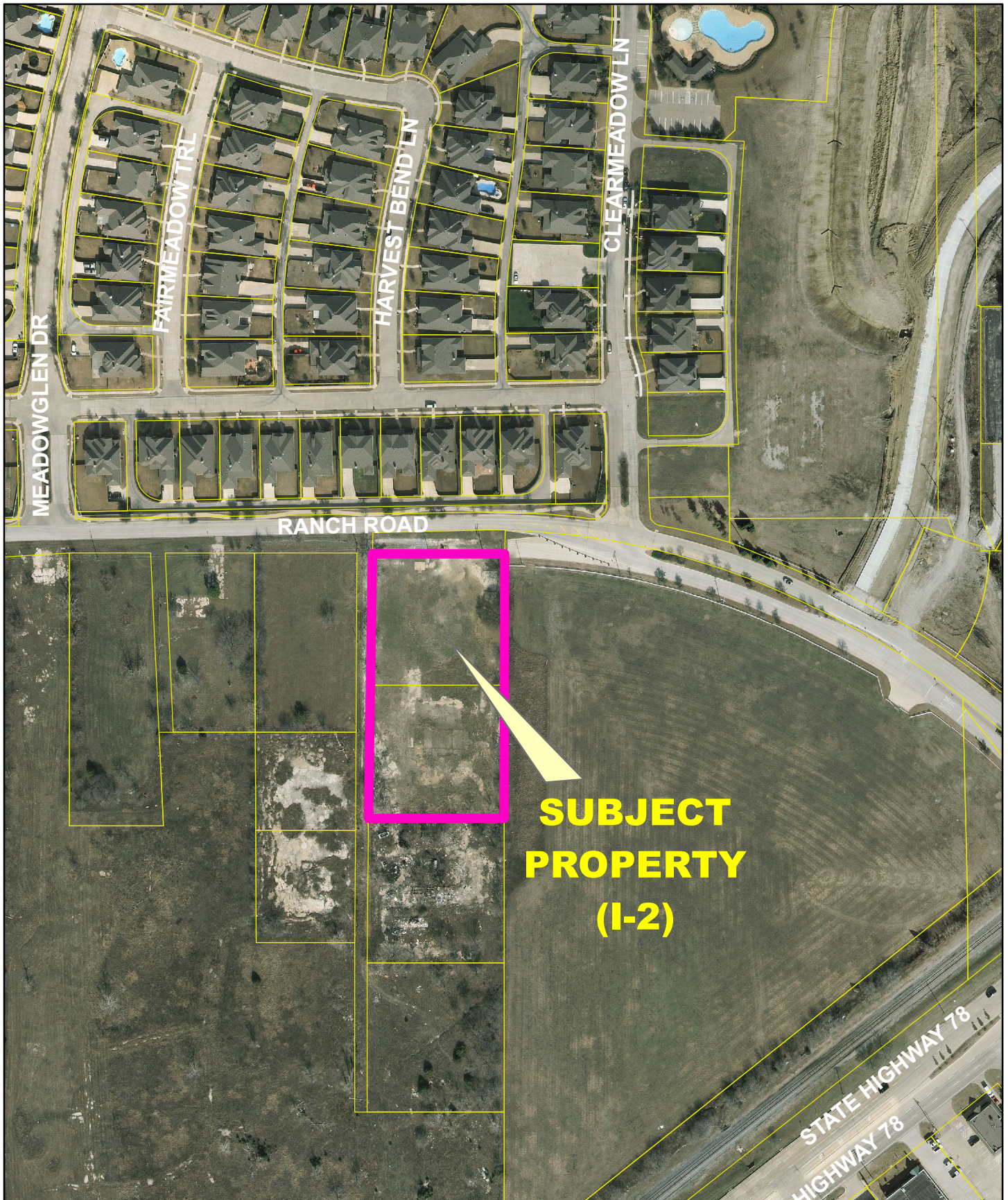
Pursuant to the Facilities Agreement, Resolution No. 3558, approved by the City Council of the City of Sachse on January 6, 2014, the applicant will be responsible for dedicating the portions of Ranch Road and Montessori Lane as shown on the plat, as well as constructing one-half of Montessori Lane.

[illegible]

STAFF RECOMMENDATION

Staff recommends approval of the Final Plat
for Woodbridge Montessori School Addition.



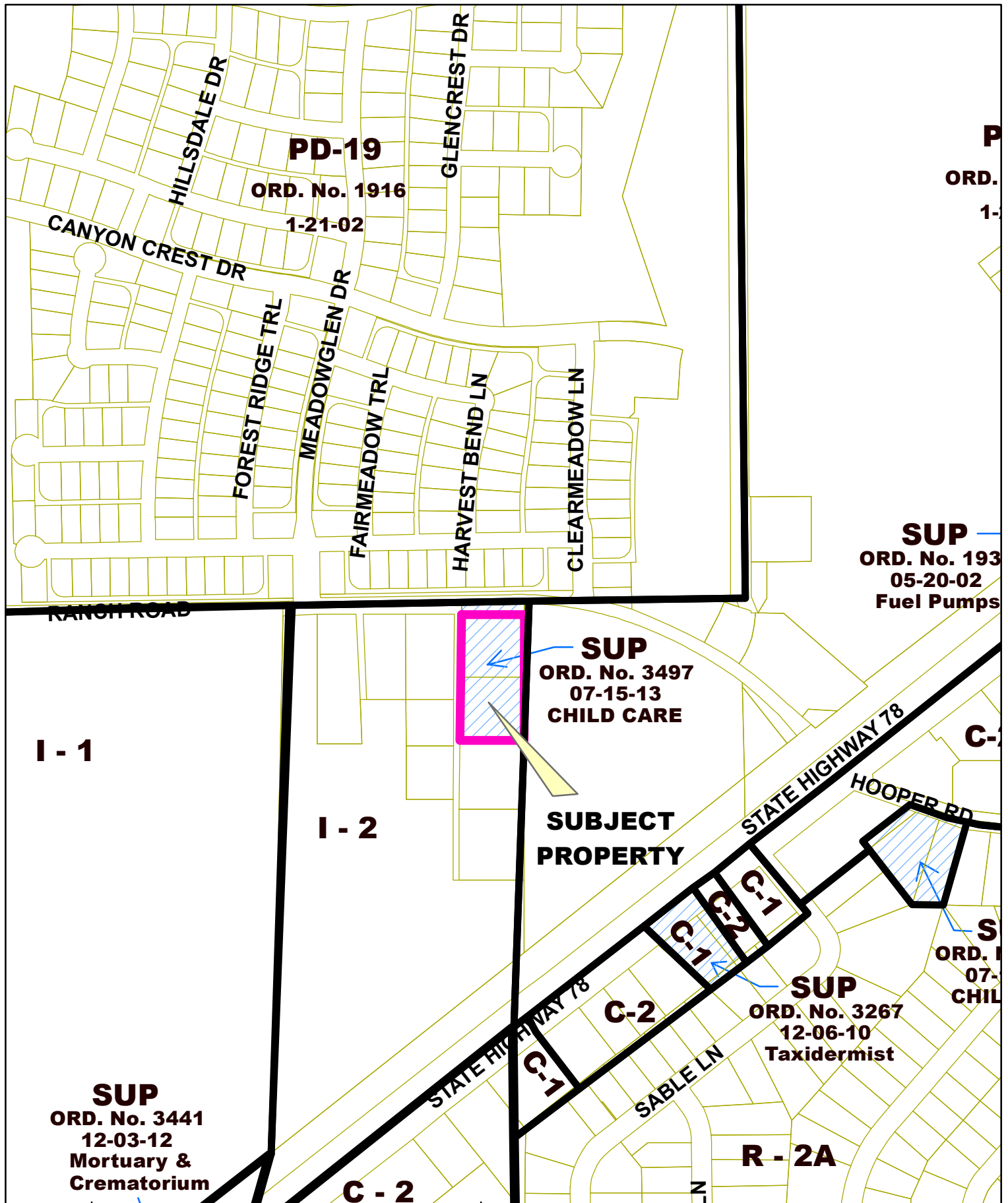


**SUBJECT
PROPERTY
(I-2)**



0 150 300
Feet

AERIAL LOCATION MAP
WOODBIDGE MONTESSORI ACADEMY
FILE: P 14-08 FINAL PLAT
Map Created: May 9, 2014



0 150 300 600
Feet

ZONING IDENTIFICATION MAP

WOODBIDGE MONTESSORI ACADEMY
FILE: P 14-08 FINAL PLAT
Map Created: May 09, 2014

RESOLUTION NO. 3558

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE FACILITIES AGREEMENT BETWEEN THE CITY OF SACHSE, TEXAS, AND LITTLE GENIUS OF TEXAS LLC, A TEXAS LIMITED LIABILITY COMPANY; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented with a proposed Facilities Agreement (herein the "Agreement") between the City of Sachse, Texas, and Little Genius of Texas LLC for the construction of a daycare facility, and being further described in Exhibit "A" attached hereto; and

WHEREAS, upon full review and consideration of the Agreement, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Manager should be authorized to execute the Agreement on behalf of the City of Sachse, Texas;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, THAT:

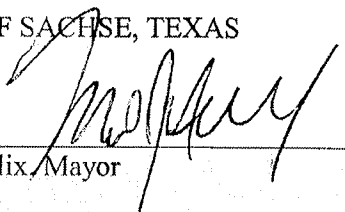
SECTION 1. The term, provisions, and conditions of the Facilities Agreement, a copy of which is attached hereto as Exhibit "A", be and the same are hereby approved.

SECTION 2. The City Manager is hereby authorized to execute the Facilities Agreement on behalf of the City, and any amendments or other instruments related thereto.

SECTION 3. This Resolution shall take effect immediately from and after its passage, and it is, accordingly, so resolved.

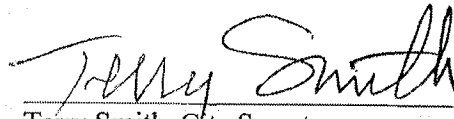
DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this 6th day of January, 2014.

CITY OF SACHSE, TEXAS



Mike Felix, Mayor

ATTEST:

A handwritten signature in cursive script, reading "Terry Smith", written over a horizontal line.

Terry Smith, City Secretary

APPROVED AS TO FORM:

A handwritten signature in cursive script, reading "Peter G. Smith", written over a horizontal line.

Peter G. Smith, City Attorney
(PGS:12-31-13:TM 61634)

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

FACILITIES AGREEMENT

This Facilities Agreement ("Agreement") is made by and between the City of Sachse, Texas (the "City"), and Little Genius of Texas LLC, a Texas limited liability company (the "Developer") (each a "Party" and collectively the "Parties"), acting by and through their duly authorized representatives.

RECITALS:

WHEREAS, Developer owns the real property located on Ranch Road in the City of Sachse, Collin County, Texas, being further described in Exhibit "C" (the "Property"), and intends to construct thereon an 8,500 - 11,500 square foot daycare facility, with a licensed capacity of approximately 200 - 250 students (the "Facility"); and

WHEREAS, Developer has agreed to dedicate the necessary southern fifty (50) feet of right-of-way adjacent to Ranch Road to allow the widening of Ranch Road in accordance with the City Thoroughfare Plan and Capital Improvement Plan described in Exhibit "A" (the "Ranch Road Right-of-Way"); and

WHEREAS, Developer has agreed to dedicate the necessary eastern twenty (20) feet of right-of-way adjacent to the entire length of the western boundary of the Property to allow the widening of this thoroughfare in accordance with the City Thoroughfare Plan and Capital Improvement Plan described in Exhibit "B" (the "Western Road Right-of-Way"); and

WHEREAS, Developer has agreed to construct the Partial Road (hereinafter defined); and

WHEREAS, the City has agreed that the dedication of the Ranch Road and Western Road Rights-of-Way and construction of the Partial Road shall fully satisfy the Developer's requirements under the City Subdivision Ordinance with the dedication and construction of said thoroughfares; and

WHEREAS, the City agrees in consideration of dedication of the Ranch Road and Western Road Rights-of-Way to unconditionally and perpetually waive the collection of Roadway Impact Fees to be assessed, if any against the Property; and

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and other valuable consideration the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I

Term; Termination

1.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until all Parties have fully satisfied all terms and conditions of this Agreement, unless sooner terminated as provided herein.

1.2 Termination. This Agreement shall be terminated:

- (a) upon the mutual written agreement of the Parties; or
- (b) by either Party in the event the other Party has breached any of the terms and conditions of this Agreement and such breach is not cured within sixty (60) days after receipt of written notice thereof.

Article II

Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“City” shall mean the City of Sachse, Texas.

“Completion of Construction” shall mean that: (i) the construction of the Partial Road has been substantially completed; and (ii) the City has accepted the Partial Road.

“Developer” shall mean Little Genius of Texas LLC, a Texas limited liability company.

“Effective Date” shall mean the last date of execution of this Agreement.

“Partial Road” shall mean a portion of a street along the western boundary of the Property and extending the entire width of the Property along the western boundary twenty-six (26) feet in width to be constructed by the Developer in accordance with plans approved by the City.

“Project” shall collectively mean the design and construction of the Ranch Road and the Western Road widening

“Property” shall mean the real property described in Exhibit “A”.

“Ranch Road Right-of-Way” shall mean the southern fifty (50) feet of right-of-way adjacent to Ranch Road to allow the widening of Ranch Road in accordance with the City Thoroughfare Plan and Capital Improvement Plan described in Exhibit “A”.

"Western Road Right-of-Way" shall mean the eastern twenty (20) feet of right-of-way adjacent to the entire length of the western boundary of the Property to allow the widening of this thoroughfare in accordance with the City Thoroughfare Plan and Capital Improvement Plan described in Exhibit "B".

Article III Project

3.1 Right-of-Way. Developer shall, without cost or expense to the City, dedicate, or cause to be dedicated, by plat or separate instrument acceptable to the City, the Ranch Road Right-of-Way and the Western Road Right-of-way within thirty (30) days after the Effective Date.

3.2 Partial Road. Developer shall, without costs to the City design and construct the Partial Road. The Developer shall cause the Completion of Construction of the Partial Road to occur prior to the issuance of the first permit by the City for development of the Property.

3.3 Roadway Impact Fee Waiver. The City agrees subject to the Developer compliance with Sections 3.1 and 3.2 above, to unconditionally and perpetually waive the collection of roadway impact fees to be assessed against the Property, if any, associated with the Project. City agrees that the timely dedication of the Ranch Road and Western Road Rights-of-Way, and the Completion of Construction of the Partial Road as set forth herein shall fully satisfy the Developer's requirements under the City Subdivision Ordinance with respect to the dedication and construction of said thoroughfares.

Article IV Miscellaneous

4.1 Release. Upon the full and final satisfaction by the City and Developer of their respective obligations contained herein, the City and Developer shall execute and record in the Deed Records of Collin County, a release of the City and the Developer from their obligations set forth herein.

4.2 Recordation of Agreement. A certified copy of this Agreement shall be recorded in the Real Property Records of Collin County, Texas.

4.3 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter if sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for City, to:

Attn: Billy George,
City Manager
City of Sachse, Texas
3815 Sachse Road, Building B
Sachse, Texas 75048
Facsimile: 972.530.0426

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, LLP
1800 Lincoln Plaza
500 N. Akard
Dallas, Texas 75201
Facsimile: 214.965.0010

With a copy to Engineer:

City of Sachse, Texas
Attn: City Engineer
3815 Sachse Road, Building B
Sachse, Texas 75048
Facsimile: 972.530.0426

If intended for Developer, to:

Little Genius of Texas LLC
Attn: Vinod Sharma
Managing Member
438 Quail Creek Drive
Murphy, Texas 75094

With a copy to:

The Patel Law Group, PLLC
Attn: Rakesh Patel
580 Decker Drive, Suite 150
Irving, Texas 75062
Facsimile: 972.650.6167

4.4 Successors and Assigns. All obligations and covenants of Developer under this Agreement shall be binding on Developer, its successors and permitted assigns. Developer may not assign this Agreement without the prior written consent of the City Manager.

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

4.6 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

4.7 Entire Agreement. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous and contemporary agreements between the Parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

4.8 Covenants Run With Property. The provisions of this Agreement are hereby declared covenants running with the Property, and are fully binding on Developer and each and every subsequent owner of all or any portion of the Property, but only during the term of such Party's ownership thereof (except with respect to defaults that occur during the term of such person's ownership) and shall be binding on all successors, heirs, and assigns of Developer which acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this Agreement with respect to the right, title or interest in such Property.

4.9 Recitals. The recitals to this Agreement are incorporated herein.

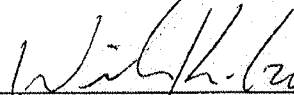
4.10 Exhibits. All exhibits to this Agreement are incorporated herein.

4.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

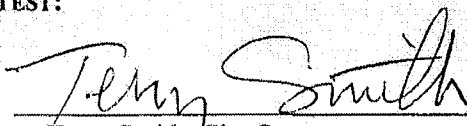
[Signature Page to Follow]

EXECUTED in duplicate originals this, the 21st day of January, 2014.

CITY OF SACHSE, TEXAS

By: 
William K. George, City Manager

ATTEST:

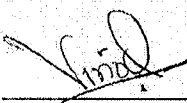
By: 
Terry Smith, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED in duplicate originals this, the 16th day of Jan, 2014.

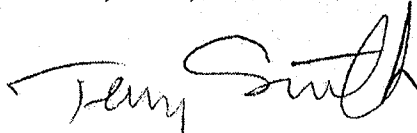
LITTLE GENIUS OF TEXAS LLC

By: 
Vinod Sharma, Managing Member

City Acknowledgment

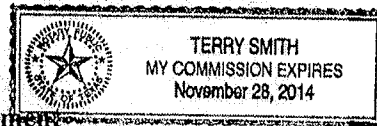
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on 21 day of JANUARY, 2014, by Billy George, as City Manager of the City of Sachse, Texas, a Texas home rule municipality, on behalf of said municipality.



Notary Public, State of Texas

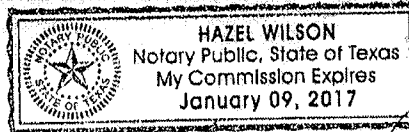
My Commission Expires: _____

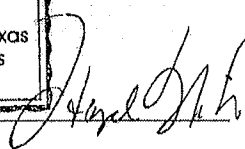


Developer Acknowledgment

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 16 day of JANUARY, 2014, by Vinod Sharma, as Managing Member of Little Genius of Texas LLC, a Texas limited liability company, on behalf of said company.




Notary Public, State of Texas

My Commission Expires: _____

50' RIGHT-OF-WAY DEDICATION EXHIBIT A
JAMES CUMBA SURVEY, ABSTRACT NO. 243
CITY OF SACHSE, COLLIN COUNTY, TEXAS

Being a 10,002 square foot (0.230 acres) tract of land situated in the James Cumba Survey, Abstract No. 243, City of Sachse, Collin County, Texas, and being a portion of a called 25.043 acre tract of land conveyed to Big-Tex Development Corporation by deed recorded in Volume 578, Page 335, Deed Records, Collin County, Texas, and being a portion of a tract of land conveyed to Little Genius of Texas, L.L.C., a Texas limited liability company by Special Warranty Deed recorded in Instrument No. 20130520000685120, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows;

Beginning at an "X" found at the Northeast corner of the remainder of said Big-Tex Development Corporation tract, and being in the South line of Ranch Road (a variable width right-of-way);

Thence North 89 Degrees 11 Minutes 28 Seconds East, along the South line of said Ranch Road, a distance of 200.00 feet to an X found for corner, and being in the West line of said Ranch Road;

Thence South 00 Degrees 34 Minutes 54 Seconds West, along the West line of said Ranch Road, a distance of 10.86 feet to a 1/2 inch Iron rod found for corner, and being the Northwest corner of the remainder of a tract conveyed to Woodbridge Properties, LLC, a Texas limited liability company by deed recorded in Volume 05055, Page 00407, Deed Records, Collin County, Texas;

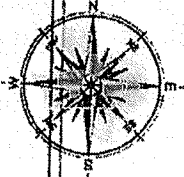
Thence South 00 Degrees 37 Minutes 03 Seconds West, along the West line of the remainder of said Woodbridge Properties, LLC tract, a distance of 39.16 feet to a point for corner;

Thence South 89 Degrees 11 Minutes 28 Seconds West, leaving the West line of the remainder of said Woodbridge Properties, LLC tract, a distance of 200.07 feet to a point for corner, and being in the East line of the remainder of said Big-Tex Development Corporation tract;

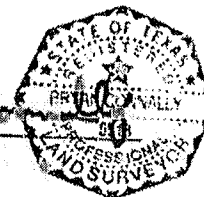
Thence North 00 Degrees 41 Minutes 14 Seconds East, along the East line of said Big-Tex Development Corporation tract, a distance of 50.02 feet to the point of beginning and containing 10,002 square feet or 0.230 acres of land.

GENERAL NOTES:

1) BASIS OF BEARINGS IS THE WEST LINE OF RANCH ROAD PER PLAT RECORDED IN CABINET Q, PAGE 434, PLAT RECORDS, COLLIN COUNTY, TEXAS.
(500'34"14"W)



Bryan Connally
BRYAN CONNALLY
R.P.L.S. NO. 5513



CBG Surveying, Inc.

PLANNING • SURVEYING
12025 Shiloh Road • Suite 250 • Dallas, Texas 75228
P 214.349.9485 • F 214.349.2216
www.cbgsd.com

SHEET 1 OF 2
JOB NO. 1303335-2
DRAWN BY: RR
DATE: 8/1/13

EXHIBIT A

EXHIBIT B

**A VARIABLE WIDTH RIGHT-OF-WAY DEDICATION
JAMES CUMBA SURVEY, ABSTRACT NO. 243
CITY OF SACHSE, COLLIN COUNTY, TEXAS**

Being a 8,172 square foot (0.188 acres) tract of land situated in the James Cumba Survey, Abstract No. 243, City of Sachse, Collin County, Texas, and being a portion of a called 25.043 acre tract of land conveyed to Big-Tex Development Corporation by deed recorded in Volume 578, Page 335, Deed Records, Collin County, Texas, and being a portion of a tract of land conveyed to Little Genius of Texas, L.L.C., a Texas limited liability company by Special Warranty Deed recorded in Instrument No. 20130520000685120, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows;

Commencing at an "X" found at the Northeast corner of the remainder of said Big-Tex Development Corporation tract, and being in the South line of Ranch Road (a variable width right-of-way);

Thence South 00 Degrees 41 Minutes 14 Seconds West, along the East line of said Big-Tex Development Corporation tract, a distance of 50.02 feet to the Point of Beginning;

Thence North 89 Degrees 11 Minutes 28 Seconds East, leaving the East line of said Big-Tex Development Corporation tract, a distance of 21.06 feet to a point for corner;

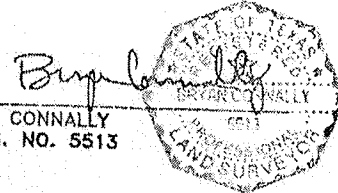
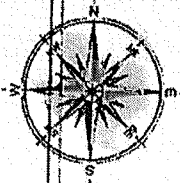
Thence South 00 Degrees 36 Minutes 04 Seconds West, a distance of 382.84 feet to a point for corner, and being in the North line of a tract of land conveyed to Rex Alvin Powell, by deed recorded in Instrument No. 20100629000659860, Official Public Records, Collin County, Texas;

Thence South 89 Degrees 11 Minutes 28 Seconds West, along the North line of the remainder of said Powell tract, a distance of 21.64 feet to a 1/2 inch iron rod found for corner, and being in the East line of the remainder of said Big-Tex Development Corporation tract;

Thence North 00 Degrees 41 Minutes 14 Seconds East, along the East line of said Big-Tex Development Corporation tract, a distance of 382.85 feet to the point of beginning and containing 8,172 square feet or 0.188 acres of land.

GENERAL NOTES:

1) BASIS OF BEARINGS IS THE WEST LINE OF RANCH ROAD PER PLAT RECORDED IN CABINET Q, PAGE 454, PLAT RECORDS, COLLIN COUNTY, TEXAS.
(500°34'54"W)



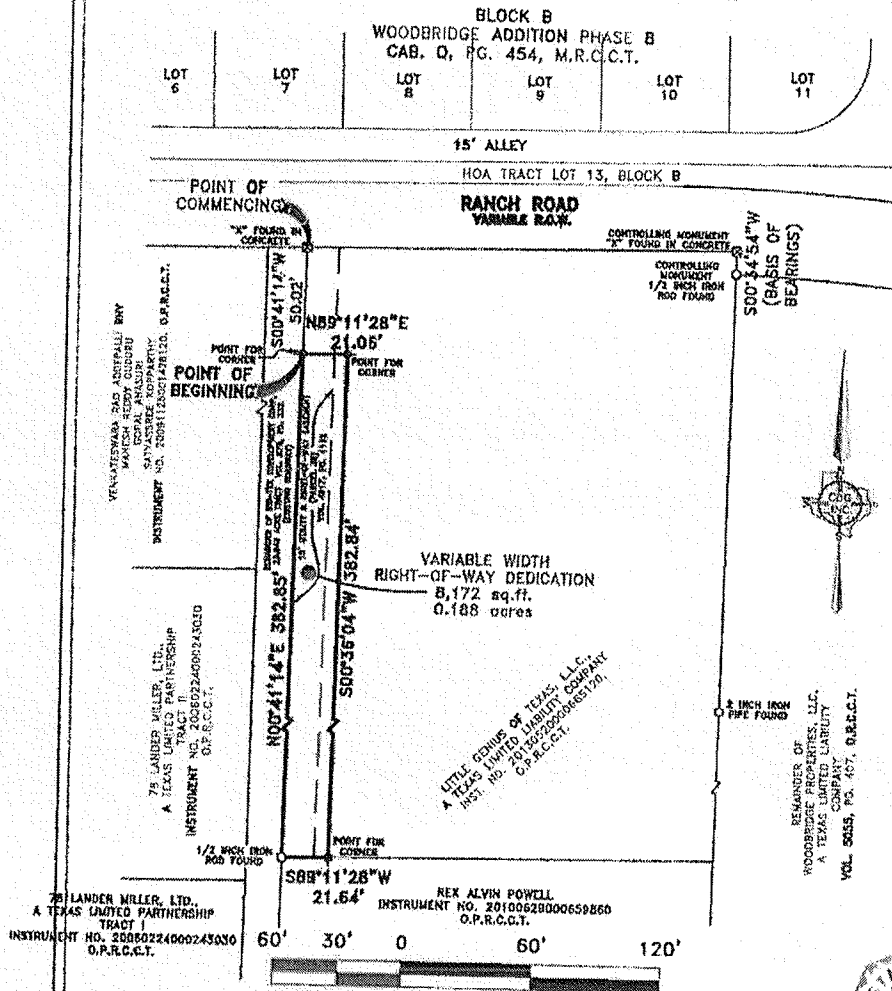
BRYAN CONNALLY
R.P.L.S. NO. 5513

CBG Surveying, Inc.

PLANNING • SURVEYING
12025 Shiloh Road • Suite 230 • Dallas, Texas 75228
P 214.348.9485 • F 214.348.2216
www.cbgdfrw.com

SHEET 1 OF 2
JOB NO. 1303335-2
DRAWN BY: RR
DATE: 8/1/13

EXHIBIT B
A VARIABLE WIDTH RIGHT-OF-WAY DEDICATION
JAMES CUMBA SURVEY, ABSTRACT NO. 243
CITY OF SACHSE, COLLIN COUNTY, TEXAS



GENERAL NOTES:

1) BASIS OF BEARINGS IS THE WEST LINE OF RANCH ROAD PER PLAT RECORDED IN CABINET Q, PAGE 454, PLAT RECORDS, COLLIN COUNTY, TEXAS. (S00°34'54\"W)

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 R.P.L.S. NO. 5513

SHEET 2 OF 2
JOB NO. 1303335-2
DRAWN BY: RR
DATE: 8/1/13

EXHIBIT "C"

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS, Little Genius of Texas, L.L.C., a Texas limited liability company are the owners of two tracts of land situated in the James Cumba Survey, Abstract No. 243, City of Sachse, Collin County, Texas, and being a part of a called 25.043 acre tract of land conveyed to Big-Tex Development Corporation by deed recorded in Volume 578, Page 335, Deed Records, Collin County, Texas, same tract of land conveyed to Little Genius of Texas, L.L.C., a Texas limited liability company by Special Warranty Deed recorded in Instrument No. 20130520000685120, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows;

Beginning at an "X" found at the Northeast corner of the remainder of said Big-Tex Development Corporation tract, and being in the South line of Ranch Road (a variable width right-of-way);

Thence North 89 Degrees 11 Minutes 28 Seconds East, along the South line of said Ranch Road, a distance of 200.00 feet to an X found for corner, and being in the West line of said Ranch Road;

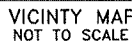
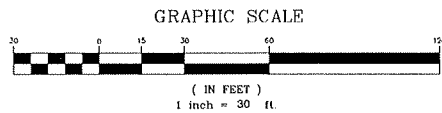
Thence South 00 Degrees 34 Minutes 54 Seconds West, along the West line of said Ranch Road, a distance of 10.86 feet to a 1/2 inch iron rod found for corner, and being the Northwest corner of the remainder of a tract conveyed to Woodbridge Properties, LLC, a Texas limited liability company by deed recorded in Volume 05055, Page 00407, Deed Records, Collin County, Texas;

Thence South 00 Degrees 37 Minutes 03 Seconds West, along the West line of the remainder of said Woodbridge Properties, LLC tract, a distance of 204.01 feet to a 2 inch iron pipe found for angle point;

Thence South 00 Degrees 45 Minutes 27 Seconds West, continuing along the West line of the remainder of said Woodbridge Properties, LLC tract, a distance of 218.00 feet to a 1/2 inch iron rod found for corner, and being the Northeast corner of a tract of land conveyed to Rex Alvin Powell, by deed recorded in Instrument No. 20100629000659860, Official Public Records, Collin County, Texas;

Thence South 89 Degrees 11 Minutes 28 Seconds West, along the North line of said Powell tract, a distance of 200.00 feet to a 1/2 inch iron rod found for corner, and being in the East line of the remainder of said Big-Tex Development Corporation tract;

Thence North 00 Degrees 41 Minutes 14 Seconds East, along the East line of the remainder of said Big-Tex Development Corporation tract, a distance of 432.87 feet to the Point of Beginning and containing 86,604 square feet or 1.988 acres of land.



VENKATESWARA RAO ADDEPALLI BNV
MAHESH REDDY GUDURU
GOPAL ANASURI
SATYASSREE KOPPARTHY
INSTRUMENT NO. 20091125001428120, O.P.R.C.C.T.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°11'28"W	20.44
L2	S00°48'32"E	17.43
L3	S00°37'03"W	47.92
L4	S89°11'28"W	96.95
L5	N00°36'04"E	28.46
L6	N89°11'28"E	93.58
L7	N00°37'03"E	47.92
L8	N00°50'03"W	16.84
L9	N89°11'28"E	24.00
L10	N00°36'04"E	99.28
L11	N00°36'04"E	27.36
L12	N89°11'28"E	28.93
L13	S00°48'32"E	24.00
L14	S89°11'28"W	30.50

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	87°17'28"	54.02'	82.31'	N44°15'24"E	74.57'
C2	20°37'29"	30.00'	10.80'	S78°52'43"W	10.74'
C3	23°42'18"	30.00'	12.41'	S78°57'23"E	12.32'
C4	88°34'25"	30.00'	46.38'	N44°54'16"E	41.89'
C5	24°59'17"	20.00'	8.72'	S78°18'53"E	8.65'
C6	22°10'06"	20.00'	7.74'	S78°06'25"W	7.69'

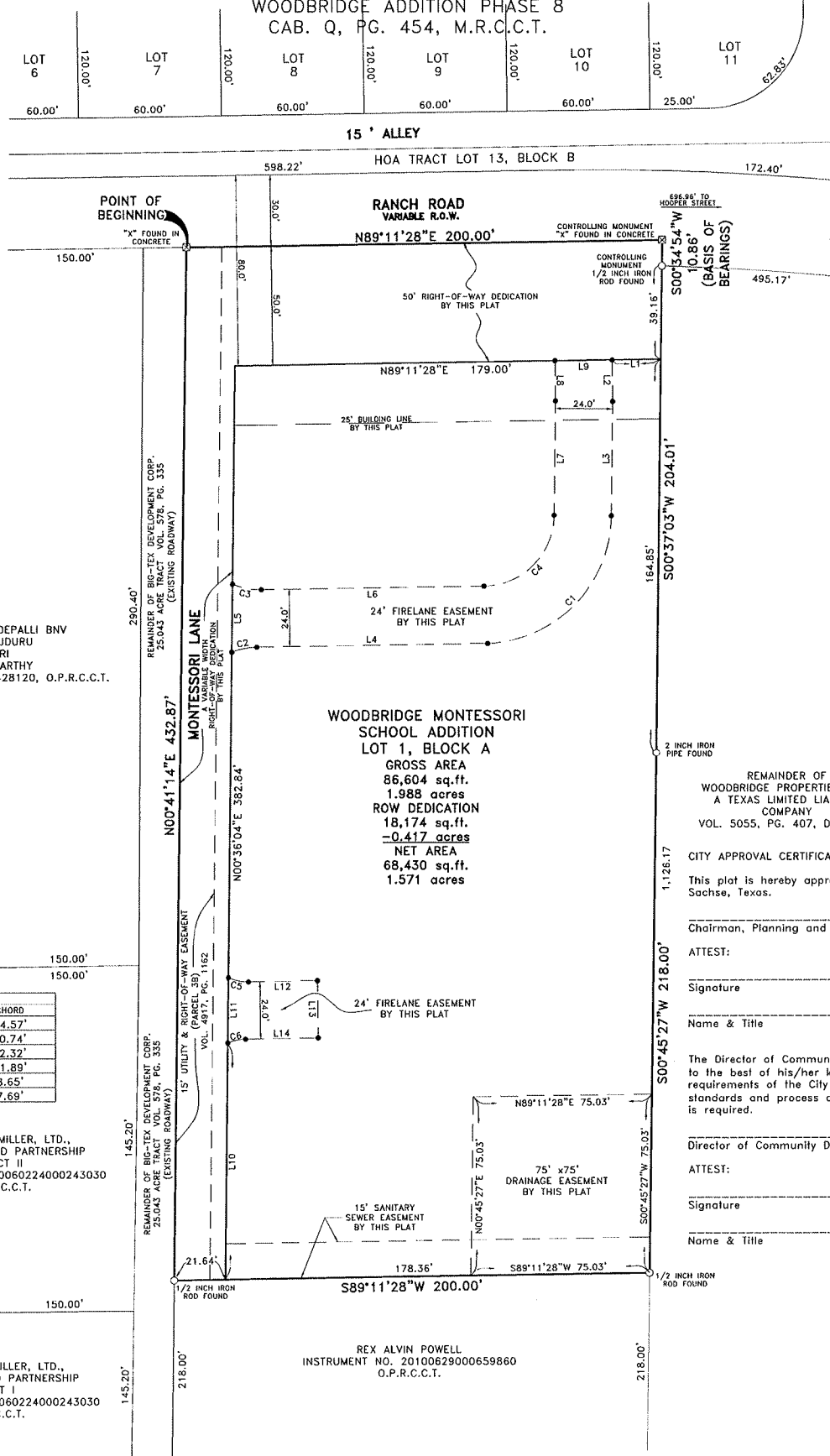
78 LANDER MILLER, LTD.,
A TEXAS LIMITED PARTNERSHIP
TRACT II
INSTRUMENT NO. 20060224000243030
O.P.R.C.C.T.

78 LANDER MILLER, LTD.,
A TEXAS LIMITED PARTNERSHIP
TRACT 1
INSTRUMENT NO. 20060224000243030
O.P.R.C.C.T.

GENERAL NOTES

- PLATING RECORDS**
- 1) BASIC RECORDS IS THE WEST LINE OF RANCH ROAD PER PLAT RECORDED IN CABINET O, PAGE 454 PLAT RECORDS, COLLIN COUNTY, TEXAS. (500'34"54"W)
 - 2) THE REASON FOR THIS PLAT IS TO CREATE 1 LOT.
 - 3) THERE ARE NO BUILDINGS ON SUBJECT PROPERTY.
 - 4) NO LOT TO LOT DRAINAGE WILL BE ALLOWED
 - 5) ANY STRUCTURE NEW OR EXISTING MAY NOT EXTEND ACROSS NEW PROPERTY LINES.
 - 6) SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCES AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

BLOCK B
WOODBIDGE ADDITION PHASE 8
CAB. Q, PG. 454, M.R.C.C.T.



REX ALVIN POWELL
INSTRUMENT NO. 20100629000659860
O.P.R.C.C.T.

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS, Little Genius or Texas, L.L.C., a Texas limited liability company are the owners of two tracts of land situated in the James Cumba Survey, Abstract No. 243, City of Sachse, Collin County, Texas, and being a part of a called 25.043 acre tract of land conveyed to Big-Tex Development Corporation by deed recorded in Volume 578, Page 335, Deed Records, Collin County, Texas, same tract of land conveyed to Little Genius of Texas, L.L.C., a Texas limited liability company by Special Warranty Deed recorded in Instrument No. 20130520000685120, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows;

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Thence North 89 Degrees 11 Minutes 28 Seconds East, along the South line of said Ranch Road, a distance of 200.00 feet to an X found for corner, and being in the West line of said Ranch Road;

Thence South 00 Degrees 34 Minutes 54 Seconds West, along the West line of said Ranch Road, a distance of 10.86 feet to a 1/2 inch iron rod found for corner, and being the Northwest corner of the remainder of a tract conveyed to Woodbridge Properties, LLC, a Texas limited liability company by deed recorded in Volume 05055, Page 00407, Deed Records, Collin County, Texas;

Thence South 00 Degrees 37 Minutes 03 Seconds West, along the West line of the remainder of said Woodbridge Properties, LLC tract, a distance of 204.01 feet to a 2 inch iron pipe found for angle point;

Thence South 00 Degrees 45 Minutes 27 Seconds West, continuing along the West line of the remainder of said Woodbridge Properties, LLC tract, a distance of 218.00 feet to a 1/2 inch iron rod found for corner, and being the Northeast corner of a tract of land conveyed to Rex Alvin Powell, by deed recorded in Instrument No. 20100629000659860, Official Public Records, Collin County, Texas;

Thence South 89 Degrees 11 Minutes 28 Seconds West, along the North line of said Powell tract, a distance of 200.00 feet to a 1/2 inch iron rod found for corner, and being in the East line of the remainder of said Big-Tex Development Corporation tract;

Thence North 00 Degrees 41 Minutes 14 Seconds East, along the East line of the remainder of said Big-Tex Development Corporation tract, a distance of 432.87 feet to the Point of Beginning and containing 86,604 square feet or 1.988 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, Little Genius of Texas, L.L.C., a Texas limited liability company, acting by and through their duly authorized agent Vinod Sharma, President, does hereby adopt this plat designating the hereinabove described property as **WOODBRIDGE MONTESSORI SCHOOL ADDITION**, an addition to the City of Sachse, Texas, and does hereby dedicate to the public use, forever the streets and alleys shown thereon and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths in which may endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all plotting ordinances, rules, regulations and resolutions of the City of Sachse, Texas.

WITNESS OUR HANDS AT SACHSE, TEXAS, this _____ day of _____, 2014.

Vinod Sharma, President
Little Genius of Texas, L.L.C., a Texas limited liability company

STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned authority, a Notary Public, in and for said County and State, on this day personally appeared Vinod Sharma known to me to be the person whose name is subscribed to the foregoing Instrument and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2014.

Notary Public in and for the State of Texas

SURVEYOR'S CERTIFICATE

KNOWN ALL MEN BY THESE PRESENTS:

THAT, I, Bryan Connally, a Registered Professional Land Surveyor, do hereby certify that I have prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Platting Rules and Regulations of the City planning and zoning commission of the City of Sachse.

RELEASED 05/27/14 FOR REVIEW PURPOSES ONLY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

Bryan Connally
Texas Registered Professional Land Surveyor No. 5513

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared Bryan Connolly 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 therein expressed and under oath stated that the statements in the foregoing certificate are true.

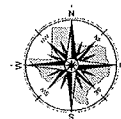
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of
2014.

Notary Public in and for the State of Texas

FINAL PLAT
WOODBIDGE MONTESSORI
SCHOOL ADDITION

LOT 1, BLOCK A
86,604 SQ.FT. / 1.988 ACRES
JAMES CUMBA SURVEY, ABSTRACT NO. 243
CITY OF SACHSE, COLLIN COUNTY, TEXAS
CBG Surveying, Inc.

OWNER: LITTLE GENIUS OF TEXAS, L.L.C.,
A TEXAS LIMITED LIABILITY COMPANY
436 QUAIL CREEK DRIVE
MURPHY, TEXAS 75094
P 972.272.1763
CONTACT: VINOD SHARMA



SCALE: 1"=30' / DATE: MAY 07, 2014 / JOB NO. 1303335-1 / DRAWN BY: RR