



## Release from Extraterritorial Jurisdiction (ETJ) Petition

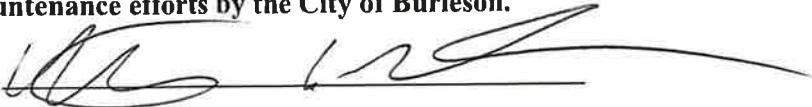
### APPLICANT / OWNER

Applicant or Authorized Agent	Owner
Name: Keith W. Kelly	Name:
Company:: Sheepdog Holding LLC	Company:
Address:: 105 Black Jack Lane Burleson, TX 76028	Address::
Telephone: 817-295-5565	Telephone:
Email: SheepdogHoldings@KMPGroup.com	Email:
Signature:	Signature:

### SITE INFORMATION

Number of properties within the area to be released:	2
General location or address of area to be released:	105 and 103 Black Jack Lane
Total Acres to be released:	1.417
County of Request	Johnson

### REQUIRED ITEMS FOR PETITION (Applicant must initial next to each item)





<input type="checkbox"/>	Completed Application
<input type="checkbox"/>	Exact Property description in the form of: 1) Metes and Bounds, or 2) Identification of the property (Lot and Block) on a Recorded Plat
<input type="checkbox"/>	Signed "Release from ETJ Petition" (see next page) 50% of all owners within the area to be released must provide a NOTARIZED signature
<input type="checkbox"/>	If property is owned by an entity, estate, trust, etc. – provide proof of authority to sign on behalf of the entity, estate, trust, etc.
<input type="checkbox"/>	If current ownership differs from data available on the Appraisal District website provide deed(s) as proof of ownership
<input type="checkbox"/>	<b>Owner of the property acknowledges that with the submittal of this petition, that they may no longer assume they will have the ability to receive City of Burleson utility or emergency services for the property being removed for the extraterritorial jurisdiction (ETJ) of the City of Burleson. This petition may also trigger CCN discountenance efforts by the City of Burleson.</b>
<input type="checkbox"/>	Owners signature required: 

Received by  
 City Secretary's Office

DEC 21 2023

**CITY OF BURLESON RELEASE FROM ETJ PETITION**

By signing this petition, I hereby request to be removed from the City of Burleson Extraterritorial Jurisdiction (ETJ). I hereby a owner of the property identified below (attach additional pages as required).

Tax ID # and Physical Address	Property Owners Signature	Notary
<p>103 Blackjack Lane, Burleson TX                      .672 acres as represented in the                      attached survey and description.                      ABST 865 BLK 4 LOT 9B,12B                      OAKVIEW ACRES                      126-0865-00170</p>	<p>See attached signed and notarized request</p> 	<div data-bbox="1143 394 1549 527" style="border: 1px solid black; padding: 5px;">  </div> <p>State of _____                      County _____</p> <p>The instrument was signed or acknowledged before</p> <p>By <u>Holly April Robe</u></p> <p>Print name of signer(s)                      State of <u>Texas</u>                      County of <u>Johnson</u></p>
<p>105 Blackjack Lane, Burleson TX .745                      acres as represented in the attached survey                      and description and of the same address                      comprised of                      LOT 8A, ABST 1002 BLK 4 OAKVIEW                      ACRES .63 acres                      126-1002-00240</p> <p>ABST 865 BLK 4 LOT 9B,12B                      OAKVIEW ACRES .19 acres                      126-0865-00165</p>	<p>See attached signed and notarized request</p> 	<p>State of <u>Texas</u>                      County of <u>Johnson</u></p> <p>The instrument was signed or acknowledged before</p> <p>By <u>Holly April Robe</u></p> <p>Print name of signer(s)</p> <div data-bbox="1149 1293 1555 1430" style="border: 1px solid black; padding: 5px;">  </div>



Sheepdog Holdings LLC  
105 Blackjack Lane  
Burleson, Texas 76028

11/2/2023

City of Burleson  
141 W Renfro Street  
Burleson, Texas 76028-4296

RE: Removal of Property from ETJ Chapter 42 Local Government Code - Sec. 42.102

I would like to petition the City of Burleson Under Section 42.10c of the government for the removal of two pieces of property owned by Sheepdog Holdings LLC.

The properties are describe as follows;

103 Blackjack Lane, Burleson TX .672 acres as represented in the attached survey and description. ABST 865 BLK 4 LOT 9B,12B OAKVIEW ACRES

105 Blackjack Lane, Burleson TX .745 acres as represented in the attached survey and description and of the same address comprised of

LOT 8A, ABST 1002 BLK 4 OAKVIEW ACRES .63 acres

ABST 865 BLK 4 LOT 9B,12B OAKVIEW ACRES .19 acres

[Recipient Name]

11/2/2023

Page 2

Sincerely,



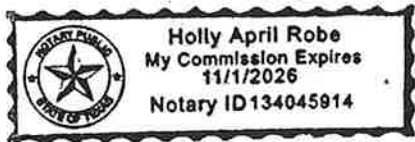
Keith Kelly  
Managing Partner  
Sheepdog Holding

STATE OF TEXAS

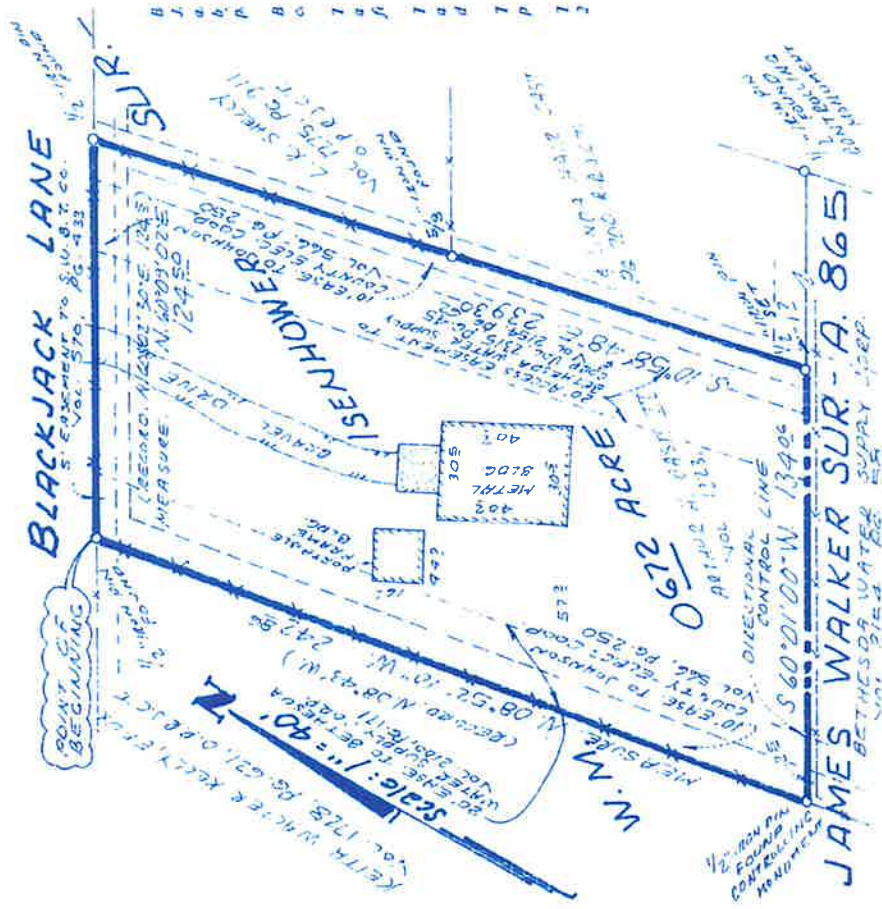
COUNTY OF JOHNSON

This instrument was acknowledged before me on November 3, 2023 by  
Keith W. Kelly Managing Partner Sheepdog Holdings LLC.

Notary Stamp

  
\_\_\_\_\_  
Notary Public, State of Texas

**TRIANGLE SURVEYING COMPANY**  
 P. O. Box 546, Burleson, Texas, 76097  
 Phone: 817-295-1148



1002  
 P.

According to the Final Instrument filed for Johnson County, Texas, and being a portion of a 2.20 acre tract of land owned and known as 'Sur-A-865' and the James Walker Survey, Abner No. 865, conveyed to Arthur H. Cud III and Linda Hilda Cud III as recorded in Volume 1224, Page 796, Real Records of Johnson County, Texas, and being more particularly described by meter and distance as follows:

BEGINNING at a 1/2 inch iron pin found in the Southeastly line of Blackjack Lane and at Northwest corner of said 2.20 acre tract;

THENCE North 88 degrees, 09 minutes, 07 seconds East along the most Northerly line of said 2.20 acre tract and said Southeastly line of Blackjack Lane a distance of 174.00 feet to a 1/2 inch iron pin found for corner at the most Northerly Northwest corner of said 2.20 acre tract;

THENCE South 18 degrees, 58 minutes, 48 seconds East along an Easery line of said 2.20 acre tract, a distance of 239.30 feet to a 1/2 inch iron pin found at an 'L' corner of said 2.20 acre tract, continuing in all a distance of 239.30 feet to a 1/2 inch iron pin with a plastic cap marked RPLS 15W and for corner;

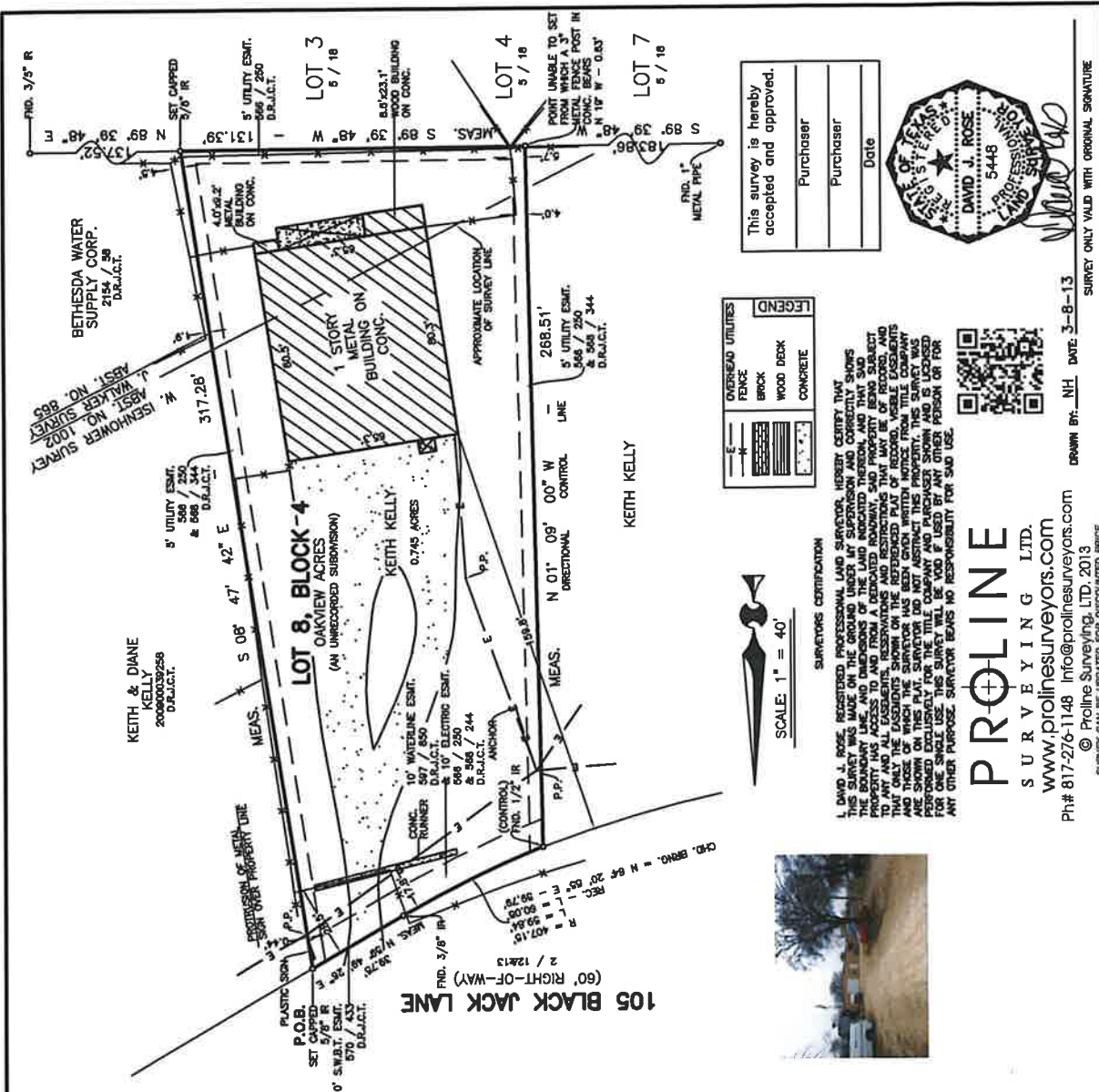
THENCE South 88 degrees, 01 minutes, 00 seconds West a distance of 134.00 feet to a 1/2 inch iron pin found for corner in the most Westerly line of said 2.20 acre tract;

THENCE North 88 degrees, 02 minutes, 48 seconds West along said most Westerly line, a distance of 42.80 feet to the POINT OF BEGINNING and containing 0.177 acre of land, more or less.

Dated: 11-16-00







This survey is hereby accepted and approved.

Purchaser \_\_\_\_\_  
 Purchaser \_\_\_\_\_  
 Date \_\_\_\_\_



LEGEND

—	OVERHEAD UTILITIES
—	FENCE
—	BRICK
—	WOOD DECK
—	CONCRETE

I, DAVID J. ROSE, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY PERSONAL SUPERVISION AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED HIGHWAY, SAID PROPERTY BEING SUBJECT TO ANY AND ALL EASEMENTS, RESERVATIONS AND RESTRICTIONS THAT MAY BE OF RECORD, AND THAT ONLY THE EASEMENTS SHOWN ON THE FOREGOING SURVEY PLAT ARE THE ONLY EASEMENTS AND RESTRICTIONS SHOWN ON THIS PLAT. SURVEYOR DOES NOT ABSTRACT THIS PROPERTY, THIS SURVEY WAS PERFORMED EXCLUSIVELY FOR THE TITLE COMPANY AND PURCHASER SHOWN AND IS LICENSED FOR ONE SINGLE USE. THIS SURVEY WILL BE VOID IF USED BY ANY OTHER PERSON OR FOR ANY OTHER PURPOSE. SURVEYOR BEARS NO RESPONSIBILITY FOR SAID USE.



**PROLINE**  
 SURVEYING LTD.  
 www.prolinesurveyors.com  
 Ph# 817-276-1148 info@prolinesurveyors.com

DRAWN BY: NH DATE: 3-8-13  
 SURVEY ONLY VALID WITH ORIGINAL SIGNATURE

Reference No: 772Y13 G.F. No:  
 Title Co: KELLY  
 Owner:

PROPERTY DESCRIPTION

BEING all that certain lot, tract or parcel of land situated in the W. ISENHOWER SURVEY, Abstract No. 1002 and in the J. WALKER SURVEY, Abstract No. 865, Johnson County, Texas, and being known as Lot 8, Block 4, Oakview Acres, an unrecorded subdivision, and being more particularly described by metes and bounds as follows:

BEGINNING at a set 5/8 inch capped iron rod for the northeast corner of the herein described tract of land, same being the northwest corner of that certain 0.672 acre tract of land described in Warranty Deed from Kelly's Motors Promotions, Inc. to Keith W. Kelly and wife, Diane Kelly, dated April 10, 2009 and recorded under instrument No. 2009000392568, Deed Records, Johnson County, Texas, and lying in the south right-of-way line of Black Jack Lane (having a 60 foot wide right-of-way);

THENCE South 08 degrees 47 minutes 42 seconds East, a distance of 317.28 feet to a set 5/8 inch capped iron rod for corner, from which a found 3/4 inch iron rod bears North 89 degrees 39 minutes 48 seconds East, 137.52 feet;

THENCE South 89 degrees 39 minutes 48 seconds West, a distance of 131.39 feet to a point from which a found 1 inch metal pipe bears South 89 degrees 39 minutes 48 seconds West, 183.86 feet;

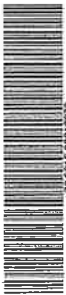
THENCE North 01 degrees 09 minutes 00 seconds West, a distance of 268.51 feet to a found 1/2 inch iron rod for corner, same being in the south right-of-way line of said Black Jack Lane and in a curve to the left with a radius of 407.15 feet, a chord bearing of North 64 degrees 20 minutes 55 seconds East and a chord distance of 59.79 feet;

THENCE in a Northeasterly direction in the south right-of-way line of said Black Jack Lane and in said curve to the left, an arc length of 69.84 feet (record - 60.05 feet) to a found 3/8 inch iron rod for corner, same being the end of said curve to the left;

THENCE North 59 degrees 49 minutes 26 seconds East, continuing in the south right-of-way line of said Black Jack Lane, a distance of 89.75 feet to the POINT OF BEGINNING and containing 0.748 acres of land, more or less.

This survey plat was prepared without the benefit of a current title report and does not reflect all matters of record affecting this property.

Johnson County  
Becky Ivey  
County Clerk  
Cleburne 76033



Instrument Number: 2015-10272

As

Warranty Deed

Billable Pages: 4  
Number of Pages: 5

Recorded On: May 18, 2015

Parties:  
To

Comment:

( Parties listed above are for Clerks reference only )

**\*\* Examined and Charged as Follows: \*\***

Warranty Deed 38.00  
Total Recording: 38.00

\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2015-10272

Receipt Number: 30819

Recorded Date/Time: May 18, 2015 01:07:58P

Record and Return To:

KEITH & DIANE KELLY  
105 BLACKJACK LN  
BURLESON TX 76028

User / Station: C Woolsey - CCL30



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Volume and Page of the named records in Johnson County, Texas.

Any provision herein which restricts the sale, rental or use of the described Real Estate because of color race is invalid and unenforceable under Federal law.

*Becky Ivey*

BECKY WEET, COUNTY CLERK  
JOHNSON COUNTY, TEXAS

Warranty Deed with Vendor's Lien

Date: May 18, 2015

Grantor: KEITH W. KELLY and spouse, DIANE KELLY

Grantor's Mailing Address:

105 BLACKJACK LANE  
JOHNSON COUNTY  
BURLESON, TEXAS 76028

Grantees: SHEEPDOG HOLDINGS LLC

Grantee's Mailing Address:

105 BLACKJACK LANE  
JOHNSON COUNTY  
BURLESON, TEXAS 76028

Consideration:

TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid by Grantees.

Property and Mineral Interests (including any and all improvements):

ALL that real property and personal property attached as fixtures and equipment as well as mineral interests located at, on, over or under 105 BLACKJACK LANE, JOHNSON COUNTY, BURLESON, TEXAS 76028 more particularly described as follows:

BEING all that certain lot, tract or parcel of land situated in the W. ISENHOWER SURVEY, Abstract No. 1002 and in the J. WALKER SURVEY, Abstract No. 865, Johnson County, Texas, and being known as Lot 8, Block 4, Oakview Acres, an unrecorded subdivision, and being more particularly described by metes and bounds as follows:

BEGINNING at a set 5/8 inch capped iron rod for the northeast corner of the herein described tract of land, same being the northwest corner of that certain 0.672 acre tract of land described in Warranty Deed from Kelly's Motoshop Promotions, Inc. to Keith W. Kelly and wife, Diane Kelly, dated April 10, 2009 and recorded under Instrument No. 200900039258, Deed Records, Johnson County, Texas, and lying in the south right-of-way line of Black Jack Lane (having a 60 foot wide right-of-way);



THENCE South 08 degrees 47 minutes 42 seconds East, a distance of 317.28 feet to a set 5/8 inch capped iron rod for corner, from which a found 3/4 inch iron rod bears North 89 degrees 39 minutes 48 seconds East, 137.52 feet;

THENCE South 89 degrees 39 minutes 48 seconds West, a distance of 131.39 feet to a point from which a found 1 inch metal pipe bears South 89 degrees 39 minutes 48 seconds West, 183.86 feet;

THENCE North 01 degrees 09 minutes 00 seconds West, a distance of 268.51 feet to a found 1/2 inch iron rod for corner, same being in the south right-of-way line of said Black Jack Lane and in a curve to the left with a radius of 407.15 feet, a chord bearing of North 64 degrees 20 minutes 55 seconds East and a chord distance of 59.79 feet;

THENCE in a Northeasterly direction in the south right-of-way line of said Black Jack Lane and in said curve to the left, an arc length of 59.84 feet (record - 60.05 feet) to a found 3/8 inch iron rod for corner, same being the end of said curve to the left;

THENCE North 59 degrees 49 minutes 26 seconds East, continuing in the south right-of-way line of said Black Jack Lane, a distance of 39.75 feet to the POINT OF BEGINNING and containing 0.745 acres of land, more or less.

**Reservations from Conveyance:**

None

**Exceptions to Conveyance and Warranty:**

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2015, which Grantee assumes and agrees to pay, but not subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantor assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantees the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantees and Grantees' heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantees and Grantees' heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

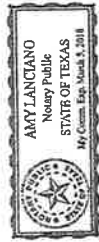
As a material part of the Consideration for this deed, Grantor and Grantees agree that Grantees are taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantees acknowledge and stipulate that Grantees are not relying on any representation, statement, or other assertion with respect to the Property condition but are relying on Grantees' examination of the Property. Grantees take the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this deed.

When the context requires, singular nouns and pronouns include the plural.

Effective Date: May 18, 2015

[Signature]  
BY: KEITH W. KELLY, GRANTOR

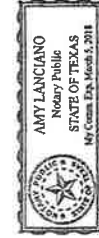
[Signature]  
BY: DIANE KELLY, GRANTOR



STATE OF TEXAS §  
§  
JOHNSON COUNTY §

This instrument was acknowledged before me on May 18, 2015 by **KEITH W. KELLY, Grantor** for the purposes and consideration expressed therein.

[Signature]  
Notary Public, State of Texas  
My commission expires: March 3, 2018



STATE OF TEXAS §  
§  
JOHNSON COUNTY §

This instrument was acknowledged before me on April 18, 2015 by **DIANE KELLY**, Grantor for the purposes and consideration expressed therein.



  
Notary Public, State of Texas  
My commission expires: March 1, 2018

AFTER RECORDING RETURN TO:

**KEITH W. AND DIANE KELLY**  
**105 BLACKJACK LANE**  
**BURLESON, TEXAS 76028**

Johnson County  
Becky Ivey  
County Clerk  
Cleburne 76033



Instrument Number: 2015-10273

As

Warranty Deed

Billable Pages: 4  
Number of Pages: 5

Recorded On: May 18, 2015

Parties:  
To

**Comment:**

( Parties listed above are for Clerks reference only )

**\*\* Examined and Charged as Follows: \*\***

Warranty Deed 38.00  
Total Recording: 38.00

\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2015-10273

Receipt Number: 30819

Recorded Date/Time: May 18, 2015 01:07:58P

**Record and Return To:**

KEITH & DIANE KELLY  
105 BLACKJACK LN  
BURLESON TX 76028

User / Station: C Woolsey - CCL30



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Volume and Page of the named records in Johnson County, Texas.

Any provision herein which restricts the sale, rental or use of the described real Estate because of color race is invalid and unenforceable under Federal law.

*Becky Ivey*

BECKY IVEY, COUNTY CLERK  
JOHNSON COUNTY, TEXAS

Warranty Deed with Vendor's Lien

Date: May 18, 2015

Grantor: KEITH W. KELLY and spouse, DIANE KELLY

Grantor's Mailing Address:

105 BLACKJACK LANE  
JOHNSON COUNTY  
BURLESON, TEXAS 76028

Grantees: SHEPDOG HOLDINGS LLC  
Grantee's Mailing Address:

105 BLACKJACK LANE  
JOHNSON COUNTY  
BURLESON, TEXAS 76028

Consideration:

TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid by Grantees.

Property and Mineral Interests (including any and all improvements):

All that real property and personal property attached as fixtures and equipment as well as mineral interests located at, on, over or under 103 BLACKJACK LANE, JOHNSON COUNTY, BURLESON, TEXAS 76028 more particularly described as follows:

Being a 0.672 acre tract of land out of the W. M. ISENHOWER SURVEY, ABSTRACT NO. 1002 in Johnson County, Texas, and being a portion of a 2.20 acre tract of land out of said Isenhower Survey and the James Walker Survey, Abstract No 865, conveyed to Arthur H. Cast, III, and Linda Hair Cast by deed recorded in Volume 1223, Page 700, Real Property Records of Johnson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron pin found in the Southerly line of Blackjack Lane and at Northwest corner of said 2.20 acre tract;

THENCE North 60 degrees, 09 minutes, 02 seconds East along the most Northerly line of said 2.20 acre tract and said Southerly line of Blackjack Lane a distance of 124.50 feet to a 1/2 inch iron pin found for a corner at the most Northerly Northeast corner of said 2.20

acre tract;

THENCE South 10 degrees, 58 minutes, 48 seconds East along an Easterly line of said 2.20 acre tract at 120.00 feet a 5/8 inch iron pin found at an "L" corner of said 2.20 acre tract, continuing in all a distance of 239.30 feet to a 1/2 in iron pin with a plastic cap marked RPLS 1598 set for corner;

THENCE South 60 degrees, 01 minute, 00 seconds West a distance of 134.06 feet to a 1/2 inch iron pin found for corner in the most Westerly line of said 2.20 acre tract;

THENCE North 08 degrees, 52 minutes, 10 seconds West along said most Westerly line a distance of 242.86 feet to the POINT OF BEGINNING and containing 0.672 acre of land, more or less.

**Reservations from Conveyance:**

None

**Exceptions to Conveyance and Warranty:**

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2015, which Grantee assumes and agrees to pay, but not subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantor assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantees the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantees and Grantees' heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantees and Grantees' heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

As a material part of the Consideration for this deed, Grantor and Grantees agree that Grantees are taking the Property



"AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantees acknowledge and stipulate that Grantees are not relying on any representation, statement, or other assertion with respect to the Property condition but are relying on Grantees' examination of the Property. Grantees take the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this deed.

When the context requires, singular nouns and pronouns include the plural.

Effective Date: 18, 2015.

  
BY: KEITH W. KELLY, GRANTOR

  
BY: DIANE KELLY, GRANTOR

STATE OF TEXAS §  
§  
JOHNSON COUNTY §



This instrument was acknowledged before me on April 18, 2015 by KEITH W. KELLY, Grantor for the purposes and consideration expressed therein.

  
Notary Public, State of Texas  
My commission expires: MARCH 3, 2018

STATE OF TEXAS §  
§  
JOHNSON COUNTY §



This instrument was acknowledged before me on May 18,  
2015 by **DIANE KELLY, Grantor** for the purposes and consideration  
expressed therein.



  
Notary Public, State of Texas  
My commission expires: MAY 18 2018

AFTER RECORDING RETURN TO:  
**KEITH W. AND DIANE KELLY**  
105 BLACKJACK LANE  
BURLESON, TEXAS 76028

**Operating Agreement**  
**Of**  
**Sheepdog Holdings, L. L. C.,**  
A Member—Managed Limited Liability Company

*A. Founding Provisions*

**I. Effective Date**

This operating agreement for Sheepdog Holdings, L. L. C. (LLC), becomes effective on the date of signing and is adopted by the members whose signatures appear at the end of this agreement.

**II. Formation**

Sheepdog Holdings L. L. C., was formed by filing a Certificate of Filing with the state of Texas Secretary of State's office on January 27, 2015. The legal existence of this LLC commenced on 2/1/2015. A copy of this organizational document has been placed in the LLC's record book.

**III. Name**

The formal name of this LLC is as stated above. However, this LLC may do business under a different name by complying with the state's fictitious or assumed business name statutes and procedures.

**IV. Registered Office and Registered Agent**

The registered office address of this L. L. C. is:

103 Blackjack Lane

Burleson, Texas 76028

The Registered Agent of Sheepdog Holdings L. L. C. is: Keith W. Kelly

The Registered Agent and/or office of this LLC may be changed from time to time as the members see fit, by filing a change of registered agent or office statement with the Texas Secretary of State's office. It will not be necessary to amend this provision of the operating agreement if and when such changes are made.

**V. Business Purpose**

The specific business purposes and activities contemplated by the founders of Sheepdog Holdings L. L. C. at the time of initial signing of this agreement consist of the following:  
Owning and operating commercial and residential real estate.

It is understood that the foregoing statement of powers shall not serve as a limitation on the powers or abilities of Sheepdog Holdings L. L. C., which shall be permitted to engage in any and all lawful business activities. If Sheepdog Holdings L. L. C. engages in business activities outside the state of Texas that require the qualification of the LLC in other states, Sheepdog Holdings L.L.C. shall obtain such qualification before engaging in such out-of-state activities.

## **VI. Duration of L. L. C.**

The duration Sheepdog Holdings L. L. C. shall be perpetual. This L. L. C. shall terminate when a proposal to dissolve the LLC is adopted by the membership of this LLC or when this LLC is otherwise terminated in accordance with the laws of the State of Texas.

### *B. Membership Provisions*

#### **I. Non-liability of Members**

No member of Sheepdog Holdings L. L. C. shall be personally liable for the expenses, debts, obligations or liabilities of the LLC, or for claims made against it.

#### **II. Reimbursement for Organizational Cost**

Members shall be reimbursed by Sheepdog Holdings L.L.C. for organizational expenses paid by the members. Sheepdog Holdings L.L.C. shall be authorized to elect to deduct organizational expenses and start up expenditures ratably over a period of time as permitted by the Internal Revenue Code and S. may be advised by the Sheepdog Holdings L. L. C.'s tax advisor.

#### **III. Management**

Sheepdog Holdings L. L. C. shall be managed exclusively by all of its members.

#### **IV. Members Capital Interests**

A member's capital interest in this LLC shall be computed as a fraction, the numerator of which is the total of the members capital account and the denominator of which is the total of all capital accounts of all members. This fraction shall be expressed in this agreement as a percentage, which shall be called each members "capital interest "in Sheepdog Holdings L.L.C.

#### **V. Membership Voting**

Except as otherwise may be required by the Articles of Organization, or a similar organizational document or under the laws of the state of Texas, each members shall vote on any matter submitted to the membership for approval by the managers of this LLC in proportion to the members capital interest in this LLC. Further, unless otherwise stated in another provision of This Operating Agreement, the phrase "majority of members" means a majority of members whose combined capital interest in this LLC represent more than 50 percent of the capital interest of all members in this LLC, and a majority of members, so defined, may approve any item of business brought before the membership for a vote.

#### **VI. Compensation**

Members shall not be paid by the LLC for performing any duties associated with such membership, including management of the LLC. Members may be paid, however, for any services rendered in any other capacity for the LLC, whether as officers, employees, independent contractors or otherwise.

#### **VII. Membership Certificates**

This L. L. C. shall be authorized to obtain membership certificates. Certificates shall state the name of the LLC and the name of the member, and shall state that the person named is a member

of the LLC and is entitled to all the rights granted members of the LLC under the articles of organization, and any provisions of law. Each membership certificate shall be consecutively numbered and signed by each of the current members of this LLC. In addition to the above information, all membership certificates shall bear a prominent legend on their face or reverse side stating or summarizing any transfer restrictions that apply to memberships in this L. L. C. under the articles of organization, or a similar organizational document and/or this operating agreement, and the address for where a member may obtain a copy of these restrictions upon request from this LLC.

The record books of this LLC shall contain a list of the names and addresses of all persons to whom certificates have been issued, show the date of issuance of each certificate, and record the date of all cancellations or transfer of membership certificates by members of the LLC.

## **IX. Other Business by Members**

Each members shall agree not to own any interest in, manage or work for another business, enterprise or endeavor, if such ownership or activities would compete with this LLC's business goals, mission, profitability or productivity, or would diminish or impair the members ability to provide maximum effort and performance in accomplishing the business objectives and, if applicable, managing the business of this LLC.

## **X. Admission of New Members**

Except as otherwise provided in this agreement, a person or entity shall not be admitted into membership in this LLC unless each member consents in writing to the admission of the new member. The admission of new members into this LLC who have been transferred, or wish to be transferred, a membership interest in this LLC by a existing member of this LLC is covered by separate provisions in this Operating Agreement.

### *C. Tax and Financial Provisions*

#### **I. Tax Classification of LLC**

The members of this LLC intend that this LLC be initially classified as a partnership for federal and, if applicable, state income tax purposes. It is understood that all members may agree to change the tax treatment of this LLC by signing, or authorizing the signature of, IRS Form 8832, Entity Classification Election, and filing it with the IRS.

#### **II. Tax Year and Accounting Method**

The tax Year of this LLC shall end on the last day of the month of December. The LLC shall use the cash method of accounting. Both the tax Year and the accounting period of the LLC may be changed with the consent of all members if the LLC qualifies for such change.

#### **III. Tax Matters Partner**

If This LLC Is Required under IRS Provisions or Regulations, it shall designate from among Its Members a "Tax Matters Partner" in Accordance with IRS Code Section 6231(a)(7) and corresponding regulations, who will fulfill this role by being a spokesperson for the LLC in dealings with the IRS as required by the code and regulations, and who will report to the members on the progress and outcome of these dealings.

#### IV. Annual Income Tax Returns and Reports

Within 160 days after the end of each tax year of the LLC, a copy of the LLC Texas Franchise tax report and federal income tax returns for the preceding tax year shall be mailed or otherwise provided to each member of the LLC, together with any additional information and forms necessary for each member to complete his or her individual state and federal income tax returns.

#### V. Bank Accounts

The LLC shall designate one or more banks or other institutions for the deposit of the funds of the LLC, and shall establish savings, checking, investment and other such accounts as are reasonable and necessary for its business and investments. One or more members of the LLC shall be designated with the consent of all members to deposit and withdraw funds, and to direct the investment of funds into and among such accounts. The funds of the LLC, however and wherever deposited or invested, shall not be commingled with the personal funds of any member of the LLC.

#### VI. Title to Assets

All personal and real property of the LLC shall be held in the name of the LLC, not in the name of individual members.

#### *D. Capital Provisions*

##### I. Capital Contributions by Members

Members shall make the following contributions of cash property or services to the LLC, on or by specified dates as shown next each members named below. The fair market value of items or property or services has agreed between the LLC and contributing members are also shown below:

Name of Member: Diane J. Kelly and Keith W. Kelly (Joint 50% Ownership Each)

Description of Payment: Commercial Property 105 Blackjack Lane, Burleson Tx 76028

Value of Capital: \$235,000

Date of Payment: February 2015

Name of Member: Keith W. Kelly

Description of Payment: Commercial Property 103 Blackjack Lane, Burleson Tx 76028

Value of Capital: \$85,000

Date of Payment: February 2015

##### II. Additional Contributions by Members

The members may agree, from time to time by unanimous vote, to require the payment of additional capital contributions by the members, on or by a mutually agreeable date.

##### III. Failure to Make Contributions

If a member fails to make a required capital contribution within the time agreed for a members contributions, the remaining members may by unanimous vote agree to reschedule the time for payment of the capital contribution by late paying member, setting any additional repayment



terms as the remaining members decide. Alternatively, the remaining members may, by unanimous vote, agree to cancel the membership of the delinquent member.

#### **IV. No Interest on Capital Contributions**

No interest shall be paid on funds or property contributed as capital to this LLC, or on funds reflected in the capital accounts of the members.

#### **V. Capital Accounts Bookkeeping**

Capital accounts shall be set up and maintained on the books of the LLC for each member. It shall reflect each member's capital contribution to the LLC, increased by each member's share of profits in the LLC or decreased by each member's share of losses and expenses of the LLC. It shall be adjusted as required in accordance with applicable provisions of the IRS code and corresponding income tax regulations.

#### **VI. Consent to Capital Contributions Withdrawal and Distributions**

Members shall not be allowed to draw any part of their capital contributions or to receive distributions except as otherwise allowed by this agreement and only if such withdrawal is made with the written consent of all members.

#### **VII. Allocation of Profits and Losses**

The profits and losses of the LLC and all items of its income, gain, loss, deduction and credit shall be allocated to members according to each member's capital interest in this LLC.

#### **VIII. Allocation and Distribution of Cash to Members**

Cash from business operations as well as cash from a sale or other disposition of capital assets, may be allocated and distributed from time to time to members in accordance with each member's capital interest in the LLC, as may be decided by a majority of the capital interest of the members.

#### **IX. Allocation of Non-cash Distributions**

If proceeds consist of property other than cash, the members shall decide the value of the property and allocate such value among the members in accordance with each member's capital interest in the LLC.

#### **X. Allocation and Distribution of Liquidation Proceeds**

Regardless of any other provisions in this agreement, if there's a distribution in liquidation of this LLC, or when any member's interest is liquidated, all items of income and loss shall be allocated to the members' capital accounts, and all appropriate credits and deductions shall then be made to these capital accounts before any final distribution is made. A final distribution shall be made to members only to the extent of, and in proportion to, any positive balance in each member's capital account.

## *E. Membership Withdrawal and Transfer Provisions*

### **I. Withdrawal of Members**

A member may withdraw from this LLC by getting written notice to all other members at least 90 days before the date the withdrawal is to be effective. In the event of such withdrawal, the LLC shall pay the departing member the fair value of his or her LLC interest, less any amounts owed by the member to the LLC. The departing member and remaining member shall agree at the time of departure on the fair value of the departing member's interest and the scheduled payments to be made by the LLC to the departing member. In case of disagreement, the parties shall select an appraiser who shall determine the current value of the departing member's interest. This then shall form the basis of the amount to be paid to the departing member.

### **II. Restrictions on the Transfer of Membership**

Notwithstanding any other provision of this agreement, and member shall not transfer his or her membership in the LLC unless all of the non-transferring LLC members first agree in writing to approve the admission of the transferee into this LLC. Further no member may encumber a part or all of his or her membership in the LLC by mortgage, pledge, granting of a security interest, lien or otherwise, unless this encumbrance has first been approved in writing by all other members of the LLC. Notwithstanding the above provision, any member shall be allowed to assign an economic interest in his or her membership to another person without the approval of the other members. Such assignment shall not include a transfer of the members voting or management right in this LLC, and the assignee shall not become a member of the LLC.

## *F. Dissolution Provisions*

### **I. Events That Trigger Dissolution of the LLC**

The following events shall trigger dissolution of the LLC, except as provided:

- A. Disassociation of Member—the disassociation of a member, which means the death, incapacity, bankruptcy, retirement, resignation or expulsion of a member, or any other event that terminates the continued membership of a member shall cause a dissolution of this LLC only if and has provided below:
  - a. If a vote Must Be Taken under State Law to Avoid Dissolution—if under provision of State Law a vote of the remaining LLC members is required to continue the existence of this LLC after the disassociation of a member, the remaining member shall affirmatively vote to continue the existence of this LLC within the period, and by the votes of remaining members, that may be required under such provisions. If such a vote is required to the period or number of votes required is not specified under such provisions, all remaining members must affirmatively vote to a continuation of this LLC within 90 days from the date of the date of the disassociation of the member or this LLC shall dissolve under the appropriate procedures specified under State Law.
  - b. If a vote is not required under State Law to Avoid Dissolution—if State Law does not require such a vote to continue the existence and/or business of the LLC after the disassociation of a member, and/or allow the provision of this operating

agreement to take precedence over State Law provisions relating to the continuance of the LLC following the disassociation of the member, then this LLC shall continue its existence and business following such disassociation of a member without the necessity of taking a vote of the remaining members.

- B. Notwithstanding the above, if the LLC is left with fewer members than required Texas Law for the operation of an LLC following said disassociation, the
- C. LLC shall elect or appoint a member in accordance with any provisions of State
- D. Law regarding such election or appointment. If such election or appointment is not made within the time period specified under State Law, or, if no time period is specified and the LLC makes no election or appointment within 90 days following the date of disassociation, the LLC shall dissolve under the appropriate procedures specified under State Law.
- E. Written Agreement to Dissolve—the written agreement of all members to dissolve the LLC shall cause dissolution of this LLC.
- F. Entry of Decree—the entry of a decree of dissolution of the LLC under State Law shall cause the dissolution of this LLC.

### *G. General Provisions*

#### **I. Officers**

The LLC may designate one or more officers, such as a President, Vice President, Secretary and Treasurer. Persons who fill these positions need not be members of the LLC. such positions may be compensated or non-compensated according to the nature and extent of the services rendered for the LLC as a part of the duties in each office.

#### **II. Records**

The LLC shall keep at its principal business address a copy of all proceedings of membership meetings, as well as books of accounts of the LLC's financial transactions. A list of the names and addresses of the current membership in the LLC also shall be maintained at this address, with notation so many transfers of member's interest to nonmembers or persons being admitted into membership in the LLC. Copies of the LLC's articles organization, similar organizational documents, a signed copy of this operating agreement and the LLC's tax returns for the preceding three tax years shall be kept at the principal business address of the LLC. All financials of the LLC shall also be kept at this address. Any member may inspect any and all records maintained by the LLC upon reasonable notice to the LLC.

#### **III. All Necessary Acts**

The members and officers of this LLC are authorized to perform all acts necessary to perfect organization of this LLC and to carry out its business operations expeditiously and efficiently. The Secretary of the LLC, or other officers, or all members of the LLC may certify to other businesses, financial institutions and individuals as to the authority of one or more members or officers of this LLC to transact specific items of business on behalf of the LLC.

#### IV. Mediation and Arbitration of Disputes among Members

In any dispute over the provisions of this operating agreement and other disputes among members that cannot be resolved, the matter shall be submitted to mediation. Terms and procedures for mediation shall be arranged by the parties to the dispute. If good-faith mediation proves impossible or cannot be obtained by the members who are parties to the dispute, the dispute may be submitted to arbitration in accordance with the rules of the American Arbitration Association. Any party may commence arbitration by sending a written request for arbitration to all other parties to the dispute. The request shall state the nature of the dispute to be resolved by arbitration and if all parties to the dispute agree to arbitration, arbitration shall be commenced as soon as practical after such parties receive a copy of the written request. All parties shall initially share the cost of arbitration, but the prevailing parties are parties may be awarded attorney fees, costs and other expenses of arbitration. All arbitration decisions shall be final, binding and conclusive on all the parties to arbitration, and legal judgment may be entered based upon such decision in accordance with applicable law any court having jurisdiction to do so.

#### V. Entire Agreement

This operating agreement represents the entire agreement among the members of this LLC, and it shall not be amended, modified, or replaced except by a written instrument executed by all the parties to this agreement who are current members of the LLC as well as any and all additional parties who became members of this LLC after the adoption of this agreement. This agreement replaces and supersedes all prior written or oral agreements among any and all members of this LLC.

#### VI. Severability

If any provision of this agreement is determined by a court or arbitrator to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this agreement, and the remaining provision shall remain in effect and enforceable.

#### H. Signatures of Members

#### I. Execution of Agreement

In witness whereof, the members of this LLC sign and adopt this agreement as the Operating Agreement of this LLC.

Date: 2-17-2015

Date: 2/17/2015

Partner: Diane J. Kelly

Partner: Keith W. Kelly

Signature: Diane J. Kelly

Signature: Keith W. Kelly

Notary Terry Miller

Seal:



Subscribed and sworn to before me, this 17 day of February, 2015