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D215280040 12/16/2015 10:37 AMPGS 5

Fee: \$32.00

Submitter: XEROX COMMERCIAL SOLUTIONS

Electronically Recorded by Tarrant County Clerk in Official Public Records Mary Jourse Garcia

#### SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS Ş KNOW ALL MEN BY THESE PRESENTS: COUNTY OF TARRANT Ş

THAT Uniffight, LLC, a Delaware limited liability company, with an office located at 2617 Aviation Parkway, Grand Prairie, Texas 75052, (hereinafter referred to as "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by:

### MDJ Aviation, LLC, a Texas limited liability company

with an office located at 6152 Overton Ridge Blvd., Fort Worth, TX 76132 (hereinafter referred to as "Grantee", whether one or more), the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto said Grantee, the following described real property located in Tarrant County, Texas, and being more particularly described upon Attachment "1" attached hereto and made a part hereof (the "Property").

This conveyance is made by Grantor and accepted by Grantee subject to the rights and interests of other parties with respect to the Permitted Encumbrances described on Attachment "2" attached hereto and incorporated herein for all purposes to the extent that the same are valid, in effect and relate to the Property and, further, Grantee assumes the obligations, if any, of Grantor thereunder.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereunto in anywise belonging unto said Grantee, its successors and assigns FOREVER. Grantor does hereby bind itself, its successors and assigns, TO WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to the provisions stated above.

This Deed is executed, delivered and accepted subject to all and singular the following, if any, (i) to the extent that same are applicable to and enforceable against the above described property, (A) liens securing the payment of any debt created in connection herewith if such liens described herein, ad valorem taxes for the current and all subsequent years (such taxes for the year 2015 having been prorated between Grantor and Grantee), subsequent assessments for prior years due to changes in land usage or ownership, zoning ordinances, utility district assessments and standby fees, applicable to and enforceable against the above described property, and (B) any title

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or rights asserted by anyone, including, but not limited to persons, corporation, governments, or other entities to tidelands, or land comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or to any land extending from the line of the harbor or bulkhead lines as established or changed by any government or to filled-in lands, or artificial or to riparian rights or other statutory water rights, or the rights or interest of the State of Texas or the public generally in the area extending from the line of mean low tide to the line of vegetation or the right of access thereto, or right of easement along and across the same, and (ii) and to the that same are applicable to and enforceable against the above described property as shown by records of the County Clerk of the County in which said real property is located, (A) all valid easements created by the dedication deed or plat of the subdivision in which said real property is located, (B) covenants and restrictions common to the platted subdivision in which said real property is located, and (C) mineral reservations.

When this Deed is executed by more than one person, or when the Grantee is more than person, the instrument shall read as though pertinent verbs, nouns and pronouns were changed correspondingly, and when executed by or to a legal entity other than a natural person, the "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean and assigns." Reference to any gender shall include either gender and in the case of a legal entity other than a natural person, shall include the neuter gender, all as the case may be.

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DATED the \_\_\_\_\_day of December, 2015.

Uniflight, LLC

By: Joseph A. Hawke, Chairman

Grantee's Mailing Address: MDJ Partners, LLC 6152 Overton Ridge Blvd., Fort Worth, TX 76132 Attn: President

STATE OF <u>Fennsylvania</u>): ss.: county of <u>Chester</u>)

On the <u>II</u> day of December, 2015, before me, the undersigned, a notary public in and for said state, personally appeared Joseph A. Hawke, who acknowledged himself to be the Chairman of Uniflight, LLC, a Delaware limited liability company, and that he as such officer, being authorized to do so, executed the forgoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

Notary Public

[SEAL]

COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL DAWN L. HALL, Notary Public Tredyffrin Twp., Chester County My Commission Expires January 20, 2018

# **Attachment 1 to Special Warranty Deed Legal**

# **Description**

**BEING LOT 5R, SECTION I, AIRPORT INDUSTRIAL PARK,** an addition to the City of Grand Prairie, Texas according to the plat thereof recorded in Volume 388-212, Page 97, Plat Records of Tarrant County, Texas.

#### Attachment 2 to Special Warranty Deed Legal

### [PERMITTED ENCUMBRANCES]

- a. 25 foot building line across the West side of the lot, per the recorded plat.
- b. 7.5 foot utility easement across the East side of the lot, per the recorded plat.
- c. 8 foot drainage easement across the South side of the lot, per the recorded plat.
- d. Easement granted by Commonwealth Investors I, Limited to Texas Electric Service Company, a division of Texas Utilities Electric Company, dated February 2, 1988, filed February 19, 1988, recorded in Volume 9195, Page 2065, Official Public Records, Tarrant County, Texas.
- e. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated June 16, 2009, by and between Frank E. Everett III, d/b/a Everett Properties, as Lessor, and Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, as Lessee, as evidenced by Memorandum of Paid-Up Oil and Gas Lease filed July 20, 2009, under County Clerk's Document No. D209180003, of the Official Public Records of Tarrant County, Texas. Reference to which instrument is here made for particulars. Declaration of Pooled Unit, Airfield Unit, executed by Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, dated May 27, 2009, filed February 4, 2010, under County Clerk's Document No. D210026312, of the Official Public Records of Tarrant County, Texas; as amended by instruments filed March 8, 2011, under County Clerk's Document No. D211054673, and November 8, 2012, under County Clerk's Document No. D212276006, of the Official Public Records of Tarrant County, Texas.
- f. The reservation by Frank E. Everett, III ("Everett") in the Deed dated December 9, 2015 and recorded as Instrument No. D215279814 , Official Public Records, Tarrant County, Texas to Unflight, LLC, for Everett, and Everett's successors and assigns, of all of the interest in the oil, gas and other minerals that are in and under the Property and that may be produced from it, excluding all rights of ingress and egress over the surface of the Property for the purpose of mining or producing such oil, gas and other minerals; it being specifically agreed that no operation relating to such mineral reservation will be conducted on the surface of the Property other than exploration activities. Notwithstanding anything to the contrary, nothing shall be construed as prohibiting or restricting Everett and Everett's successors and assigns from (i) using the surface of any lands other than the Property for activities related to the development or production of the oil, gas, and other minerals in and under the Property, or (ii) exploring, developing or producing the oil, gas, and other minerals in and under the Property by pooling or by directional or horizontal drilling under the Property from well or mine sites located on lands other than the Property.