

EUREKA COUNTY, NV

2019-238044

Rec:\$35.00

Total:\$35.00

02/12/2019 02:00 PM

COMPAS ROYALTY MANAGEMENT
LLC

Pgs=12



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LISA HOEHNE, CLERK RECORDER

Return To: Noble Royalties, Inc.
Attn: Gloria Donovan
15303 N. Dallas Pkwy, Ste. 1350
Addison, TX 75001

CONVEYANCE

Eureka County, NV

Prepared By John Leonard And When Recorded Return to: Gloria Donovan Noble Royalties, Inc. 15303 N. Dallas Pkwy, Suite 1350 Addison, TX 75001 (972) 720-1888	Documentary/Transfer Tax Information:	Future Tax Statements May Be Sent To: Alpine Royalties LLC 15303 N. Dallas Pkwy Suite. 1350 Addison, TX 75001
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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS:

YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER

CONVEYANCE
(Alpine Properties)

STATE OF NEVADA)
) **KNOW ALL MEN BY THESE PRESENTS THAT:**
COUNTY OF EUREKA)

This Conveyance is dated to be effective as of June 1, 2007 at 12:01 A.M., local time (the "Effective Time") and is by and between **Alpine Royalties LLC**, a wholly owned subsidiary of Noble Royalties, Inc. (**hereinafter referred to as "Grantor"**), with an address of 15303 North Dallas Parkway, Suite 1350, Addison, TX 75001, and **Grantees, as hereinafter defined.**

RECITALS

(A) The term **"Interests"** shall be defined as all of the mineral interests, royalty interests, and/or overriding royalty interests in and to all of the leases, lands, depths and wells which are described in and conveyed by the Assignments as hereinafter defined.

(B) The term **"Assignments"** shall be defined as all of the instruments of conveyance and/or assignments listed on **Exhibit A** attached hereto and incorporated herein for all purposes, which instruments of conveyance and/or assignments cover certain mineral interests, royalty interests and/or overriding royalty interests in and to the leases, lands, depths and wells more particularly described and/or referred to therein.

(C) The term **"Original Owners"** shall be defined as those individuals listed in the column entitled **"Original Owners"** on **Exhibit B**, and shall refer to the persons who are original InterestHolder's of the Grantor, some of whom transferred, in unrecorded instruments, their respective portion of the Interests to other individuals or entities prior to the execution date of this Conveyance.

(D) The term “**Grantees**” shall be defined as all those individuals and entities listed in the column entitled “**Current Owners**” on Exhibit D, which is attached hereto and incorporated herein for all purposes. Following the execution and delivery of this Conveyance, Exhibit D reflects the current ownership of the Interests.

(E) To the extent required for recording in any particular county in which any land affected by any of the Assignments is located, a legal description of such land is attached hereto as Exhibit C.

AGREEMENT

IN CONSIDERATION OF the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Grantor does hereby convey unto each of the Grantees**, and each of the Grantees’ heirs, successors and/or assigns, **a certain undivided interest in and to the Interests in such percentage as is specified for each Grantee in the column entitled “Respective Percentage Of The Undivided Interest” on Exhibit D**, without express or implied warranty. The terms and provisions of this Conveyance shall extend to, be binding upon, and shall inure to the benefit of the parties hereto their respective heirs, successors and/or assigns.

This conveyance is subject to and the Interests herein assigned and conveyed shall bear, their proportionate share of all of the terms, provisions, reservations and obligations contained in the Assignments, and are further subject to all interests and matters burdening the Interests, whether or not appearing of record, whether now in existence or hereafter arising. All warranties that might arise by common law, as well as the warranties in the following state statutes (or their successors) are excluded:

Section 5.023 of the Texas Property Code
California Civil Code Division 2: Property
Oklahoma Statutes Ann., Title 16: Conveyances
New Mexico Statutes, Chapter 47: Property Code
Louisiana Rev. Statutes, Title 9

This Conveyance is being executed pursuant to, and is subject to the terms and provisions of, those certain Participation Agreements dated as of the Effective Time, by and between Grantor and Grantees, reference to which is made for all purposes.

Notwithstanding anything contained herein to the contrary, by delivery of this Conveyance by Grantor and acceptance of this Conveyance by Grantees, ***the parties do hereby understand, acknowledge and agree as follows:***

1. **Grantor has not made, and Grantor hereby expressly disclaims and negates, and Grantees hereby expressly waive** any representation or warranty, express, implied, at common law, by statute or otherwise relating to (a) the accuracy, completeness or materiality of any information, data or other materials (written or oral) now, heretofore or hereafter furnished to Grantees by or on behalf of Grantor, (b) the accuracy of any data or records

concerning the quality or quantity of oil, gas or other hydrocarbon reserves, if any, attributable to the Interests, (c) the environmental condition of the Interests, (d) any statutory, express or implied warranty of merchantability, (e) any statutory, express or implied warranty of fitness for a particular purpose, (f) any statutory, express or implied warranty of conformity to models or samples of materials, and (g) any and all statutory, express or implied warranties existing under applicable law. It is the express intention of both Grantor and Grantees that the undivided interest in and to the Interests being conveyed hereunder is hereby conveyed to Grantees in its present condition and state of repair "as is" and "where is" and "with all faults", that with respect to such matters Grantees are relying solely upon their own investigation and that as of the acceptance of delivery of this conveyance Grantees will have made or caused to be made such inspections as Grantees deem necessary, advisable or appropriate. ***Grantor and Grantees agree that, to the extent required by applicable law to be effective, the disclaimers of certain warranties contained herein are "conspicuous" disclaimers for the purposes of any applicable law, rule or order.***

2. Notwithstanding anything contained herein to the contrary, the parties agree that (i) the effective date and time of the conveyance effected by this Conveyance of the undivided interest in the Interests covered by the Assignments shall be the Effective Time; (ii) **Grantor reserves all "Executive Rights"**, as defined hereafter, insofar as Grantor has such executive rights, in and to the Interests; the "Executive Rights", as used herein include without limitation, all executive rights as defined under applicable law, the right to grant, amend, ratify, correct or otherwise modify any oil and gas lease covering any of the Interests, the right to execute pooling agreements or ratifications thereof, the right to execute division orders, amended division orders, transfer orders or stipulations of interest covering any of the Interests and to bind Grantees thereto, and the right to execute all manner of instruments intended to cure existing or after-discovered title defects affecting the Interests; (iii) Grantor hereby reserves any and all surface rights, possessory rights, net profit interests and so-called "working interests", which rights and interests are not intended to be transferred to the Grantees, and (iv) Grantor does not reserve the ownership of any oil and/or gas related revenues attributable to the properties referenced on Exhibit A hereto, and (v) **Grantor does, however, reserve the right to receive, on behalf of Grantees, any and all oil and/or gas related revenue attributable to the properties referenced on Exhibit A hereto with checks payable to Alpine Royalties LLC.** Notwithstanding anything to the contrary herein, the terms and conditions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Grantor could be held liable for a breach of such relationship.

3. **Prior to the execution of this Conveyance, by unrecorded instrument, several of the "Original Owners" listed on Exhibit B (and specifically identified below) transferred their respective portion of the Interests to the individuals and entities as set forth below, such persons being the Grantees identified on Exhibit D:**

Effective June 13, 2005, Wayne R. Meyer and Karleen K. Meyer conveyed their respective portion of the Interests to the **Wayne and Karleen Meyer Family Trust**.

Effective July 1, 2009, Wayne R. Meyer and Karleen K. Meyer, Trustees of the Wayne and Karleen Meyer Family Trust conveyed their respective portion of the Interests to **5 O'Clock Somewhere LLC**.

Effective April 1, 2010, North American Communities Foundation, Inc., conveyed 52.15% of its portion of the Interests to the **Boyle Foundation**.

Effective February 1, 2011, North American Communities Foundation Inc., conveyed all remaining portion of the Interests to the following individuals and in the following percentages:

Giving Forever Foundation 2004 E. Ocean View Norfolk, VA 23503	20% of remaining 47.85%
James E & M Barnes Foundation 3211 East 61 st St. Place Tulsa, OK 74136	40% of remaining 47.85%
Wharton Trust 101 E. Kennedy Blvd., Suite 1000 Tampa, FL 33602	20% of remaining 47.85%
D Burke Kibler III Marital Trust 791 Town & Country Blvd., Suite 250 Houston, TX 77024	20% of remaining 47.85%

Effective July 21, 2015 120 Broadway Partners Trust conveyed their interest to **JC Kellogg Foundation**.

Following the execution and delivery of this Conveyance, and taking into account each of the foregoing transfers, the ownership of the Interests is reflected as **Exhibit D**.

IN WITNESS WHEREOF, this Conveyance is executed this 29th day of January, 2019, but shall be effective as of the Effective Time.

GRANTOR:

ALPINE ROYALTIES LLC, a wholly owned subsidiary of Noble Royalties, Inc.

By: 

Jack Nihem, Authorized Signatory for Alpine Royalties LLC

ACKNOWLEDGMENT

STATE OF TEXAS

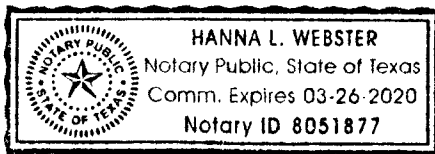
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COUNTY OF DALLAS

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On this the 29th day of January, 2019, before me, Hanna L. Webster, a Notary Public, duly commissioned within and for said County and State, appeared in person the within named Jack Nihem to execute such instrument in his capacity as Authorized Signatory of Alpine Royalties LLC, a wholly owned subsidiary of Noble Royalties, Inc., and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.



Hanna L. Webster
Notary Public in and for the State of Texas

Notary ID # 8051877

Hanna L. Webster
Printed Name

EXHIBIT A
LIST OF ASSIGNMENTS AND CONVEYANCES

State of Nevada

County of Eureka

RECORDING DATA

<u>Document/Entry No.</u>	<u>Book</u>	<u>Volume</u>	<u>Page</u>
201429	425	-----	0381
211694	470	-----	0001

EXHIBIT B
(Alpine Properties)
“Original Owners” as of June 1, 2007

Name	Address	Respective Percentage of the Undivided Interest
Charles Allen Angel Jr	3200 Southwestern Blvd Dallas, TX 75225	.01666662
ELSR LP A Texas Ltd. PSP Bengal Jones Group GP Attn: Everett R Jones	8080 North Central Expressway, Suite 1420 Dallas, TX 75206	.01666662
Richard Carlton Latham	5942 Joyce Way Dallas, TX 75225	.01666662
Gaylord Ryg	4316 Upton Ave S Minneapolis, MN 55410	.02306224
John H Crilly Carolyn R Crilly	116 Summer Ridge Lane Georgetown, TX 78633	.02751071
Eagle Alpine LLC Lawrence E. Steinberg Manager	Two Lincoln Centre 5420 LBJ Freeway, Suite 570 LB 36 Dallas, TX 75240	.03459335
Rose Street Humanitarian Land Trust	4270 Promenade Way #331 Marina Del Rey, CA 90292	.04612447
Royalty Income Properties LLC	1250 W Dean Road Milwaukee, WI 53217	.05765559
700 Clayton Avenue Securities Trading Co.	48 Wall Street, 30th Floor New York, NY 10005	.11531118
Lois E Apple Trust	N36 W22577 Long Valley Road Pewaukee, WI 53072	.03459335
David L Apple Trust	N36 W 22577 Long Valley Road Pewaukee, WI 53072	.03459335
North American Communities Foundation INC	791 Town & Country Blvd. Houston, TX 77024	.05765559
JC Kellogg Foundation	210 Elmer Street Westfield, NJ 07090	.230622360
120 Broadway Partners Trust	48 Wall Street, 30th Floor New York, NY 10005	.11531118
Wayne R and Karleen K Meyer	7896 W Lancaster Rathdrum, ID 83858	.17296677
Alpine Fund Total Ownership		=1.0000000

EXHIBIT C
(Alpine Properties)
Legal Description

Eureka County, Nevada:

All right title and interest to land located in Lander and Eureka Counties, Nevada land described in Order To Amend Or Correct Decree In The Second Judicial District Court Of The State Of Nevada In And For The County Of Washoe In The Matter of the Estate of Dorothe Macmillan, Deceased, recorded in Case No. 273559, Dept No. 4, Washoe County, Nevada.

Also being the same land described in Deed Of Trust, dated April 10, 1996 by and between James M. Kline and Helen M. Kline, as husband and wife, as Trustors and Stewart Title Northeastern Nevada, as Trustee, and Board of Trustees of The Leland Stanford University Junior University, as Beneficiary, recorded in Book 294, page 343 of the Official Records of Eureka County, Nevada and described as follows:

S/2 SE/4 of Section 8; NW/4 Section 17 and the E/2 NE/4 of Section 18 all in Township 31, North, Range 48 East, M.B.D.M. located in Lander and Eureka Counties, Nevada.

EXHIBIT D
(Alpine Properties)
“Current Owners”

Name	Address	Respective Percentage of the Undivided Interest
Charles Allen Angel Jr	3200 Southwestern Blvd Dallas, TX 75225	.01666662
ELSR LP A Texas Ltd. PSP Bengal Jones Group GP Attn: Everett R Jones	8080 North Central Expressway, Suite 1420 Dallas, TX 75206	.01666662
1022 Investments, L.P.	5942 Joyce Way Dallas, TX 75225	.01666662
Gaylord Ryg Oil And Gas Investments, LLC	4316 Upton Ave S Minneapolis, MN 55410	.02306224
Carjon Properties L.L.C.	116 Summer Ridge Lane Georgetown, TX 78633	.02751071
Eagle Alpine LLC Lawrence E. Steinberg Manager	Two Lincoln Centre 5420 LBJ Freeway, Suite 570 LB 36 Dallas, TX 75240	.03459335
Rose Street Humanitarian Land Trust	4270 Promenade Way #331 Marina Del Rey, CA 90292	.04612447
Royalty Income Properties LLC	1250 W Dean Road Milwaukee, WI 53217	.05765559
700 Clayton Avenue Securities	48 Wall Street, 30 th Floor New York, NY 10005	.11531118
Lois E Apple Trust	N36 W22577 Long Valley Road Pewaukee, WI 53072	.0691867
Giving Forever Foundation	2004 E Ocean View Norfolk, VA 23503	.00551764
Wharton Trust	101 E. Kennedy Blvd. Suite 1000 Tampa, FL 33602	.00551764
D Burke Kibbler III Marital Trust	791 Town & Country Blvd., Suite 250 Houston, TX 77024	.00551764
James E & M Barnes Foundation	3211 East 61 St Place Tulsa, OK 74136	.01103528
Boyle Foundation	791 Town & Country Blvd., Suite 250 Houston, TX 77024	.03006739
JC Kellogg Foundation	210 Elmer Street Westfield, NJ 07090	.23062236
JC Kellogg Foundation	210 Elmer Street Westfield, NJ 07090	.11531118
5 O’Clock Somewhere LLC	7896 W Lancaster Road Rathdrum, ID 83858	.17296677
Alpine Fund Total Ownership		=1.00000000

**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

- a) _____
b) _____
c) _____
d) _____

2. Type of Property:

- a) ☐ Vacant Land b) ☐ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
i) ☒ Other Transfer of mineral overriding & royalty interest

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

3. Total Value/Sales Price of Property

Deed in Lieu of Foreclosure Only (value of property) \$ 0

Transfer Tax Value: \$ 0

Real Property Transfer Tax Due \$ 0

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section B

b. Explain Reason for Exemption: Consideration value is less than \$100.
Transfer of mineral interest.

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____

Capacity Agent / General Counsel

Signature _____

Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Alpine Royalties
Address: 15303 N. Dallas Pkwy Suite 1350
City: Addison
State: TX Zip: 75001

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Multiple Names see exhibit D
Address: see exhibit D attached
City: see exhibit D
State: see exhibit D Zip: see exhibit D

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: Gloria Donovan Escrow #: _____
Address: 15303 N. Dallas Pkwy Suite 1350
City: Addison State: TX Zip: 75001

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

* Please see attachment for full list & details of each grantee identified therein...

EXHIBIT D
(Alpine Properties)
“Current Owners”

Name	Address	Respective Percentage of the Undivided Interest
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ELSR LP A Texas Ltd. PSP Bengal Jones Group GP Attn: Everett R Jones	8080 North Central Expressway, Suite 1420 Dallas, TX 75206 972-720-1888	.01666662
1022 Investments, L.P.	5942 Joyce Way Dallas, TX 75225 972-720-1888	.01666662
Gaylord Ryg Oil And Gas Investments, LLC	4316 Upton Ave S Minneapolis, MN 55410 972-720-1888	.02306224
Carjon Properties L.L.C.	116 Summer Ridge Lane Georgetown, TX 78633 972-720-1888	.02751071
Eagle Alpine LLC Lawrence E. Steinberg Manager	Two Lincoln Centre 5420 LBJ Freeway, Suite 570 LB 36 Dallas, TX 75240 972-720-1888	.03459335
Rose Street Humanitarian Land Trust	4270 Promenade Way #331 Marina Del Rey, CA 90292 972-720-1888	.04612447
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James E & M Barnes Foundation	3211 East 61 St Place Tulsa, OK 74136 972-720-1888	.01103528
Boyle Foundation	791 Town & Country Blvd., Suite 250 Houston, TX 77024 972-720-1888	.03006739
JC Kellogg Foundation	210 Elmer Street Westfield, NJ 07090 972-720-1888	.23062236
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