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EUREKA COUNTY, NV  
LAND-CVE  
Rec:\$37.00  
Total:\$37.00  
DAVID G. SOTLFA

**2024-251733**  
**03/11/2024 10:51 AM**  
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00019732202402517330050056  
KATHERINE J. BOWLING, CLERK RECORDER

Recording Requested By:

Name David G. Stolfa

Address 3300 South Columbine Circle

City / State / Zip Englewood, CO 80113

**ASSIGNMENT, BILL OF SALE AND CONVEYANCE**

(Print Name Of Document On The Line Above)

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I the undersigned hereby affirm that this document submitted for recording contains personal information (social security number, driver's license number or identification card number) of a person as required by specific law, public program or grant that requires the inclusion of the personal information. The Nevada Revised Statute (NRS), public program or grant referenced is:

\_\_\_\_\_  
(Insert The NRS, public program or grant referenced on the line above.)

Signature

Name Typed or Printed

This page is added to provide additional information required by NRS 111.312 Sections 1-2.  
This cover page must be typed or printed. Additional recording fee applies.

## ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), executed on February 20, 2024, but effective as of November 1, 2023 (the "Effective Date"), is from THE R.J. SANDERS TRUST, a trust formed under the laws of the State of Colorado ("Assignor"), 1205 Cody Street, Lakewood, CO 80215, to GRANT CANYON OIL & GAS, LLC, a Colorado limited liability company ("Assignee"), 5299 DTC Boulevard, Suite 840, Greenwood Village, Colorado 80111. Assignor and Assignee are sometimes collectively referred to herein as the "Parties".

IN CONSIDERATION OF TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign and transfer unto Assignee all of Assignor's right, title and interest, including but not limited to a one-half of one percent (0.50%) overriding royalty interest, and any other royalty interest, overriding royalty interest, net profit interest, working interest, operating rights, interest in the leasehold estate, interest in the mineral estate and any other oil and gas or mineral interest of Assignor, in and to the below-described land located in Eureka County, Nevada (the "Subject Property"):

Township 27 North, Range 52 East

Section 7: SE/4.

TO HAVE AND TO HOLD the same unto Assignee, and Assignee's successors and assigns, forever; provided that Assignor shall be entitled to all proceeds of production from its interest in the Subject Property attributable to times prior to the Effective Date, which, to the extent held by Assignee, shall be paid over to Assignor upon the execution and delivery of this Assignment.

Assignor warrants that title to the Subject Property is free and clear of all liens, charges, encumbrances and other title defects arising by, through or under Assignor, but not otherwise.

**EXCEPT FOR ASSIGNOR'S SPECIAL WARRANTY OF TITLE IN THIS ASSIGNMENT: (A) THE ASSETS ARE BEING CONVEYED BY ASSIGNOR TO ASSIGNEE WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, AT COMMON LAW OR OTHERWISE, AND THE PARTIES HEREBY EXPRESSLY DISCLAIM, WAIVE AND RELEASE ANY AND ALL OTHER WARRANTIES OF TITLE, MERCHANTABILITY, CONDITION, SAFETY OR FITNESS FOR A PARTICULAR PURPOSE, AND (B) ASSIGNEE ACCEPTS THE ASSETS "AS IS, WHERE IS, WITH ALL FAULTS, WITHOUT RECOURSE." THE PARTIES ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW, THE DISCLAIMERS CONTAINED IN THIS ASSIGNMENT ARE "CONSPICUOUS" FOR THE PURPOSES OF SUCH APPLICABLE LAW.**

Assignee hereby assumes and agrees to pay, perform, fulfill and discharge all claims, costs, expenses, liabilities and obligations, known or unknown, accruing or relating to the Assets from and after the Effective Date, except that Assignor shall be liable for any and all production taxes and other taxes, to the extent that any such taxes are payable with respect to oil, gas or other minerals produced from the Subject Property prior to the Effective Date. Assignee intends that the overriding royalty interest conveyed hereby shall remain separate from, and shall not be merged with, Assignee's existing working interest.

Assignor and Assignee shall execute and deliver separate counterparts of this Assignment on the officially approved Bureau of Land Management form in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Such counterpart assignments shall be deemed to contain all of the terms and conditions of this Assignment. The properties assigned in such governmental assignments are the same, and not in addition to, the properties assigned hereunder.

This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee, and their respective successors and assigns. The Parties shall use their reasonable efforts in good faith to execute all instruments and take all other actions now or hereafter reasonably required to consummate the transactions contemplated by this Assignment. This Assignment may be executed in counterparts, all of which shall be deemed to be one and the same assignment.

*[signature and acknowledgment pages follow]*

**EXECUTED** to be effective for all purposes as of the Effective Date.

**ASSIGNOR:**

**THE R.J. SANDERS TRUST**

By: Charissa M. Hammer  
Charissa M. Hammer,  
Trustee

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF ARAPAHOE        )

The foregoing instrument was acknowledged before me this 20th day of February, 2024, by Charissa M. Hammer, as the Trustee of THE R.J. SANDERS TRUST, a trust formed under the laws of the State of Colorado, on behalf of said trust. Witness my hand and official seal.


Brooke O'Neal  
Notary Public in and for the State of Colorado

(SEAL)

BROOKE O'NEAL  
Notary Public  
State of Colorado  
Notary ID # 20164022302  
My Commission Expires 08-10-2024

**ASSIGNEE:**


**GRANT CANYON OIL & GAS, LLC**

By:   
Michael D. O'Neal  
President

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF ARAPAHOE        )

The foregoing instrument was acknowledged before me this 20th day of February, 2024, by Michael D. O'Neal, as President of GRANT CANYON OIL & GAS, LLC, a Colorado limited liability company, on behalf of said limited liability company. Witness my hand and official seal.

NARGIZA KHASANOVA  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20234021762  
MY COMMISSION EXPIRES JUNE 9, 2027

  
\_\_\_\_\_  
Notary Public in and for the State of Colorado