

DOC # 0223610

12/31/2012

04:34 PM

Official Record

Recording requested By
W L WILSON

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$17.00

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RPTT:

Recorded By: FES

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**SPECIAL WARRANTY DEED CONVEYING
AN INTEREST IN OVERRIDING ROYALTY**

THIS SPECIAL WARRANTY DEED CONVEYING AN INTEREST IN OVERRIDING ROYALTY (this "Deed") is made and effective as of the 31st day of December, 2012, from **W. L. WILSON**, whose address is P.O. Box 2183, Grand Junction, CO 81502 (the "Grantor") to **WILSON CORTEZ ROYALTY TRUST**, c/o Alpine Trust & Asset Management, 225 N. 5th Street, Grand Junction, CO 81501 (the "Grantee").

I.

RECITALS AND DEFINED TERMS

1.1 Grantor, and others, being the successors in interest to Idaho Mining Corporation, a dissolved corporation (the "Idaho Successors"), were parties to the following conveyances and agreements under which certain net profit interests were converted into overriding royalty interests:

A. Special Warranty Deed Conveying Overriding Royalty Interest dated June 30, 1993, recorded in Book 396, commencing at Page 23 in Lander County, and Book 248, commencing at Page 284 in Eureka County, as corrected by Correction Special Warranty Deed Conveying Overriding Royalty Interest dated August 9, 1993, recorded in Book 400, commencing at Page 328 in Lander County, and in Book 253, commencing at Page 405 in Eureka County (referred to herein as the "Royalty Deed").

B. Special Warranty Deed and Bill of Sale dated June 30, 1993, recorded in Book 396, commencing at Page 160 in Lander County, and in Book 248, commencing at Page 422 in Eureka County, as corrected by Correction Special Warranty Deed and Bill of Sale dated August 9, 1993, recorded in Book 400, commencing at Page 599 in Lander County, and in Book 254, commencing at Page 142 in Eureka County.

C. Special Warranty Deed Conveying Interest in Overriding Royalty from Grantor herein, and others of the Idaho Successors, to Placer Dome U.S. Inc. and Kennecott Exploration (Australia) Ltd., dated June 30, 1993, recorded in Book 396, commencing at Page 276 in Lander County, and in Book 249, commencing at Page 1 in Eureka County, as corrected by Correction Special Warranty Deed Conveying Interest in

Overriding Royalty dated August 9, 1993, recorded in Book 400, commencing at Page 458 in Lander County, and in Book 254, commencing at Page 001 of the Official Records of Eureka County (referred to herein as the "Placer-Kennecott Deed").

D. Memorandum of Surviving Provisions of the Exchange Agreement dated June 30, 1993, recorded in Book 396, commencing at Page 151 in Lander County, and in Book 248, commencing at Page 412 in Eureka County, as corrected by Corrected Memorandum of Surviving Provisions of Exchange Agreement dated August 9, 1993, recorded in Book 400, commencing at Page 589 in Lander County, and in Book 254, commencing at Page 132 in Eureka County.

E. Exchange Agreement dated June 30, 1993 as amended by First Amendment of Exchange Agreement dated August 9, 1993, memoranda of which are recorded as set forth in subparagraph D above.

F. Clarification Agreement between the Cortez Joint Venture, Cortez Gold Mines, Placer Dome U.S. Inc., Kennecott Exploration (Australia), Ltd., Idaho Resources Corporation and the Idaho Successors. This document is dated August 11, 1995 and is recorded in Book 421, commencing at Page 205 in Lander County, and in Book 287, commencing at Page 552, in Eureka County.

G. Special Warranty Deed Conveying an Interest in Overriding Royalty dated September 1, 1999 from Grantor herein to Royal Gold, Inc., recorded in Book 468, commencing at page 106 in Lander County (referred to herein as the "Royal Gold Deed").

H. Special Warranty Deed Conveying an Interest in Overriding Royalty dated October 31, 2008 and is recorded in Book 482, commencing at page 1 in Eureka County (referred to herein as the "Barrick Deed").

The instruments listed above in 1.1A. through F. are incorporated herein by reference and, hereinafter, referred to collectively as the "Idaho Conversion Documents."

1.2 The rights and interests conveyed to the Idaho Successors by the Idaho Conversion Documents, as diminished by the portion of those rights and interests conveyed by the Idaho Successors under the Placer-Kennecott Deed and the Royal Gold Deed, are referred to in this Deed as the "Royalty Interests." The description of the properties under control of the successor to the Cortez Joint Venture, currently Barrick Cortez, Inc.), (the "Subject Area"), and which are subject to payment of royalties to W.L. Wilson (Grantor), include all properties within a defined Area of Interest which is described in the Barrick Deed. The Royalty Interests which pertain and attach to the Subject Area are referred to as the "Subject Interests."

1.3 Wherever the context so requires in this Deed, use of a masculine word form shall include the feminine or neuter forms thereof, use of a singular form shall include the plural and vice versa.



1.4 Grantor desires to make a gift, without consideration, of one-quarter ($\frac{1}{4}$) of his Subject Interests.

II. CONVEYANCE

2.1 As a gift for no consideration received from Grantee, Grantor hereby bargains, sells, deeds and conveys to Grantee, its successors and assigns, an undivided one-quarter ($\frac{1}{4}$) of the rights, titles and interests of Grantor in and under the Subject Interests, being limited to the interests which attach and/or pertain to the Subject Area. Grantor specifically reserves and retains to himself, his personal representatives, heirs and assigns, an undivided three-quarters ($\frac{3}{4}$) of the rights, titles and interests in and to the Subject Interests within the Subject Area and all of Grantor's rights, titles and interests in and to the Royalty Interests which pertain or attach to areas outside the boundaries of the Subject Area.

III. MISCELLANEOUS

3.1 This Deed and conveyance is subject to the restraints and obligations imposed upon Grantor by the provisions of the Idaho Conversion Documents, and Grantee takes title to the rights, titles and interests hereby conveyed to it subject to those restraints and obligations, insofar but only insofar as the same relate and pertain to the Subject Area and not to any areas or lands lying outside of the Subject Area.

3.2 Grantor shall promptly notify the Cortez Joint Venture that payment of one-quarter ($\frac{1}{4}$) of the royalties which would otherwise be payable to Grantor in respect to "Bullion" recovered from "Production" from the Subject Area, commencing with recoveries of Bullion made on or after December 1, 2012, payment for which is required on or before January 31, 2013, and one-quarter ($\frac{1}{4}$) of royalties payable for Production from the Subject Area thereafter shall be made to Grantee. The terms "Production" and "Bullion" shall have the same meanings as assigned thereto in the Royalty Deed and the Placer-Kennecott Deed.

3.3 Grantor warrants title to the rights, titles and interests conveyed to Grantee by this Deed against, but only against, any person or entity lawfully claiming the whole or any part thereof by, through or under Grantor, but not otherwise.

3.4 The rights and interests conveyed to Grantee by this Deed shall attach and pertain to all of the mining claims, mineral rights and properties described in the Barrick Deed, to any amendments or relocations of the mining claims described in the Barrick Deed and also to any other mining claims, mineral rights, properties or leases which may have been acquired subsequent to August 9, 1993 and prior to June 1, 2083 within the Subject Area by Cortez Joint Venture and/or Cortez Gold Mines (more fully identified in the Idaho Conversion Documents) or their successors, and which become subject to the provisions of the Idaho Conversion Documents in accordance with the terms thereof.



3.5 Grantor agrees to execute such other documents and give such further assurances, if any become necessary, in order to effectuate and carry out the full intents and purposes of this Deed.

3.6 The provisions of this Deed shall be binding upon and shall inure to the benefit of the Grantor and Grantee and their respective successors, assigns, personal representatives, and heirs.

Made and executed this 28th day of December, 2012.

W. L. Wilson
W. L. Wilson, Grantor

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing Deed was acknowledged before me this 28th day of December, 2012, by W. L. Wilson.

WITNESS my hand and official seal.

My commission expires: 11.21.16

Sarah Graff
Notary Public

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SARAH GRAFF
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20084040399
My Commission Expires November 21, 2016



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State of Nevada Declaration of Value

DOC # DV-223610

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Eureka County - NV

Mike Rebaleati - Recorder

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Recorded By: FES RPTT:

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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 _____

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property)

Transfer Tax Value per NRS 375.010, Section 2:

Real Property Transfer Tax Due:

\$ 1⁰⁰ _____
\$ _____
\$ _____
\$ _____

4. If Exemption Claimed:

a. Transfer Tax Exemption, per NRS 375.090, Section: 8

b. Explain Reason for Exemption: unpatented mining claims

5. Partial Interest: Percentage being transferred: 25 %

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 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 William L. Wilson

Capacity OWNER

Signature _____

Capacity _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: William L. Wilson

Address: P.O. Box 2183

City: Grand Jct

State: Colorado

Zip: 81502

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Wilson Cortez Royalty Trust c/o

Address: Alpine Trust & Asset Mgmt 255 N. 5th St

City: Grand Junction

State: Colorado

Zip: 81501

COMPANY REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: _____

Escrow # _____

Address: _____

City: _____

State: _____

Zip: _____

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)