

APN:

After recordation, return Grant Deed  
and mail future property tax  
statements to the following address:  
NEWT 0 Trust  
P.O. Box 2183  
Grand Junction, CO 81502

**DOC # 0232020**

10/17/2016 03:06 PM

**Official Record**

Recording requested By  
NEW ENTAILMENT WILSON TRUST

Eureka County - NV

Lisa Hoehne - Recorder

Fee: \$18.00 Page 1 of 5  
RPTT: Recorded By: FS  
Book- 596 Page- 0220



**GRANT DEED**

In consideration of Ten Dollars (\$10.00), the receipt of which is acknowledged, **Hollis C. Wilson and William Brent Wilson, as Co-Trustees of the New Entailment Wilson Trust**, whose address is P.O. 2183, Grand Junction, CO 81502 (the "Grantor") hereby grants, bargains, and sells to **Hollis Carolyn Wilson and William Brent Wilson, as Co-Trustees of the NEWT 0**, NEWT 0 herein, and **Hollis Carolyn Wilson and William Brent Wilson, as Co-Trustees of the NEWT 1**, NEWT 1 herein, whose addresses are P.O. 2183, Grand Junction, CO 81502 (the "Grantees"), the real property situated in the Counties of Lander and Eureka, State of Nevada, described below.

Whereas, Co-Trustees wish to decant the New Entailment Wilson Trust into two separate trusts, the NEWT 0 and the NEWT 1.

**I.**

**RECITALS AND DEFINED TERMS**

1.1 The New Entailment Wilson Trust, and others, whose predecessors are 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 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 W.L. Wilson and Joan Wilson, to Royal Gold, Inc., recorded in Book 468, commencing at page 015 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 recorded in Book 482, commencing at page 1 in Eureka County (referred to herein as the "Barrick Deed").

I. By Deed recorded in Book 651 at Page 625 of the records of Lander County, Nevada, and in Book 555 at Page 286 of the records of Eureka County, Nevada, The Wilson Spousal Trust was funded by a distribution from the Estate of Joan Wilson.

J. By Grant Deed recorded in Book 667 at Page 422 of the records of Lander County, Nevada and in Book 576 at Page 350 of the records of Eureka County, the Wilson Spousal Trust sold its royalty interest to the New Entailment Wilson Trust (referred to herein as the "Wilson Spousal Trust Deed").

K. By Special Warranty Deed recorded in Book 667 at Page 130 of the records of Lander County, Nevada and in Book 576 at Page 322 of the records of Eureka County, W. L. Wilson conveyed his royalty interest to the New Entailment Wilson Trust (referred to

herein as the "W.L. Wilson Deed").

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

1.3 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 the 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."

## **II.** **CONVEYANCE**

2.1 Grantor hereby grants, bargains, sells, deeds and conveys to Grantee: NEWT 0 its successors and assigns 56.277% of the rights, titles and interests of Grantor in and under the Subject Interests, being limited to the interest which attach and/or pertain to the Subject Area. Grantor hereby grants, bargains, sells, deeds and conveys to Grantee: NEWT 1 its successors and assigns 43.723% of the rights, titles and interests of Grantor in and under the Subject Interests, being limited to the interest which attach and/or pertain to the Subject Area including, but not limited to, the interest acquired by the Deeds referenced in 1.1(J) and 1.1(K) above.

## **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 Grantees take 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 Barrick Cortez, Inc. that payment of 56.277% 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 October 1st, 2016, payment for which is required on or before November 30th, 2016, and all royalties payable to Grantor from the Subject Area thereafter shall be made to Grantee: NEWT 0. Grantor shall also promptly notify Barrick Cortez, Inc. that payment of 43.723% 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 October 1st, 2016, payment for which is required on or before November 30th, 2016, and all royalties payable to Grantor from the Subject Area thereafter shall be made to Grantee: NEWT 1. The terms "Production" and "Bullion" shall have the same meanings as assigned thereto in the Royalty Deed

and the Placer-Kennecott Deed.

3.3 The rights and interests conveyed to Grantees 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.

3.4 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.

3.5 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.

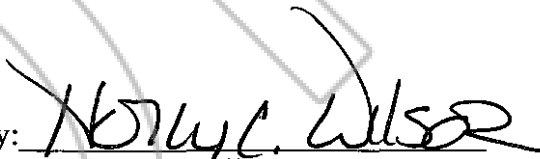
3.6 The mailing address of the Grantee is P.O. Box 2183, Grand Junction, CO 81502.

3.7 This conveyance includes the tenements, hereditaments, and appurtenances of the real property and the rents, issues, and profits thereof.

Dated this 14th day of October, 2016.

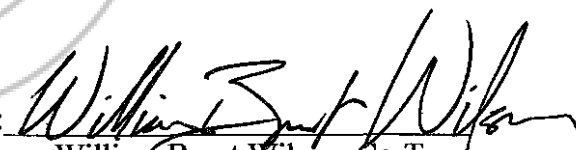
New Entailment Wilson Trust

By:

  
Hollis C. Wilson, Co-Trustee

New Entailment Wilson Trust

By:

  
William Brent Wilson, Co-Trustee



STATE OF COLORADO )  
 ) ss  
COUNTY OF MESA )

This Grant Deed was acknowledged before me on the 14<sup>th</sup> day of October 2016, by Hollis C. Wilson and William Brent Wilson as Co-Trustees of the New Entailment Wilson Trust.

*Marilyn Applegate*  
Notary Public

MARILYN APPLGATE  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID #19974010330  
My Commission Expires July 25, 2017

COPY

STATE OF NEVADA  
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)

- a) \_\_\_\_\_
- b) \_\_\_\_\_
- c) \_\_\_\_\_
- d) \_\_\_\_\_

Recording requested By  
NEW ENTAILMENT WILSON TRUST

Eureka County - NV

Lisa Hoehne - Recorder

Page 1 of 1 Fee: \$18.00

Recorded By: FS RPTT:

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2. Type of Property:

- |                                     |              |                             |                  |
|-------------------------------------|--------------|-----------------------------|------------------|
| a) <input type="checkbox"/>         | Vacant Land  | b) <input type="checkbox"/> | Single Fam. Res. |
| c) <input type="checkbox"/>         | Condo/Twnhse | d) <input type="checkbox"/> | 2-4 Plex         |
| e) <input type="checkbox"/>         | Apt. Bldg    | f) <input type="checkbox"/> | Comm'l/Ind'l     |
| g) <input type="checkbox"/>         | Agricultural | h) <input type="checkbox"/> | Mobile Home      |
| <input checked="" type="checkbox"/> | Other        |                             |                  |

Date of Recording: \_\_\_\_\_  
Notes: \_\_\_\_\_

3. Total Value/Sales Price of Property

\$ 10.00

Deed in Lieu of Foreclosure Only (value of property) \_\_\_\_\_

Transfer Tax Value: \_\_\_\_\_

Real Property Transfer Tax Due \_\_\_\_\_

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: 100 %

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: William C. Wilson Capacity: Trustee

Signature: William Paul Wilson Capacity: TRUSTEE

SELLER (GRANTOR) INFORMATION  
(REQUIRED)

Print Name: NEW ENTAILMENT WILSON TRUST  
Address: P.O. Box 2183  
City: GRAND JUNCTION  
State: CO Zip: 81502

BUYER (GRANTEE) INFORMATION  
(REQUIRED)

Print Name: NEWT 0 AND NEWT 1  
Address: P.O. Box 2183  
City: GRAND JUNCTION  
State: CO Zip: 81502

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

Print Name: \_\_\_\_\_ Escrow #: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_