

APN: (N/A – Royalty Interest)

**RECORDING REQUESTED BY, AND  
MAIL TAX STATEMENT TO:**

Sprenger Cortez Holdings, LLC  
c/o H.B. Sprenger, II  
225 West Moana Lane  
Reno, NV 89509

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

EUREKA COUNTY, NV

**2019-237666**

Rec:\$35.00

Total:\$35.00

**01/07/2019 02:11 PM**

SPRENGER CORTEZ HOLDING LLC

Pgs=9



00004266201902376660090098

LISA HOEHNE, RECORDER

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**QUITCLAIM DEED (OVERRIDING ROYALTY INTEREST)**

# STATE OF NEVADA DECLARATION OF VALUE

## 1. Assessor Parcel Number (s)

- a) N/A - Royalty Interest  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_

## 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     |
| i) <input checked="" type="checkbox"/> | Other        |                             |                 |

### FOR RECORDERS OPTIONAL USE ONLY

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 3. Total Value/Sales Price of Property:

	\$ 0.00
Deed in Lieu of Foreclosure Only (value of property)	\$ 0.00
Transfer Tax Value:	\$ 0.00
Real Property Transfer Tax Due:	\$ 0.00

## 4. If Exemption Claimed:

- a. Transfer Tax Exemption, per NRS 375.090, Section: 7  
b. Explain Reason for Exemption: A transfer from a Trust, without consideration.

## 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 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 [Signature] Capacity Representative  
Signature \_\_\_\_\_ Capacity \_\_\_\_\_

## SELLER (GRANTOR) INFORMATION BUYER (GRANTEE) INFORMATION

(REQUIRED)

(REQUIRED)

Print Name: H.B. Sprenger, II, Trustee et al  
Address: 225 West Moana Lane  
City: Reno  
State: NV Zip: 89509

Print Name: Sprenger Cortez Holdings, LLC  
Address: 225 West Moana Lane  
City: Reno  
State: NV Zip: 89509

## COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: Aguirre Riley, P.C. Escrow # n/a  
Address: 4745 Caughlin Parkway, Suite 100  
City: Reno State: NV Zip: 89519

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

**DOC #: 288921**

12/24/2018 11:14 AM Page: 1 of 8

**OFFICIAL RECORD**

Requested By:  
SPRENGER CORTEZ HOLDINGS LLC C/O H B SPREN

Lander County, NV  
Lesley Bunch, Recorder

Fee: \$35.00 RPTT: \$0.00  
Recorded By: lbunch



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225 West Moana Lane  
Reno, NV 89509

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

**QUITCLAIM DEED (OVERRIDING ROYALTY INTEREST)**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, H.B. Sprenger, II, as Trustee of the By Sprenger Sr. Family Trust, Deborah K. Baratta, as Trustee of the Baratta Family 1995 Trust (D.K.B.'s SP) dated as of December 15, 1995, and Deborah K. Baratta, as Manager of K&D Baratta LLC Series 4, a Nevada limited liability company (collectively "**Grantors**"), hereby quitclaim, transfer, assign, sell, and convey to Sprenger Cortez Holdings, LLC, a Nevada limited liability company ("**Grantee**"), whose address is 225 West Moana Lane; Reno, NV 89509, all of the Grantors' collective and individual right, title, and interest in and to that certain overriding royalty interest relating to that certain real property located in the Counties of Lander and Eureka, State of Nevada, more particularly described in the Recitals that follow.

**RECITALS**

A. Pursuant to that certain Special Warranty Deed Conveying Overriding Royalty Interest dated as of June 30, 1993 and recorded at Book 248, Page 284 in the official records of Eureka County, Nevada ("**Eureka Records**") and Book 396, Page 023 in the official records of Lander County, Nevada ("**Lander Records**") (the "**1993 Deed**"), W.L. Wilson, Joan B. Wilson, William G. Waldeck, Joann K. Wilson, as Trustee of the Joann K. Wilson 1988 Trust, H.B. Sprenger and Betty Springer, as husband and wife, and Denver G. Cherry, as Trustee of the Cortez Interest Trust (collectively, the "**Initial Grantees**") were granted a perpetual overriding royalty interest in mining claims, mineral properties, and interests therein as more particularly set forth in the 1993 Deed, and subject to the terms and conditions of the 1993 Deed (the "**Royalty**").

B. Certain of the Initial Grantees' rights with respect to the Royalty were made subject to that certain Exchange Agreement dated as of June 30, 1993, a Memorandum of Surviving

Provisions of which was recorded in the Eureka Records at Book 248, Page 412 and in the Lander Records at Book 396, Page 151 (the “**Exchange Agreement**”).

C. Certain of the Initial Grantees' rights with respect to the Royalty were conveyed pursuant to that certain Special Warranty Deed and Bill of Sale dated as of June 30, 1993 and recorded in the Eureka Records at Book 249, Page 001 and in the Lander Records at Book 396, Page 276 (“**1993 Special Warranty Deed**”).

D. The 1993 Deed was corrected, amended, and superceded by that certain Correction Special Warranty Deed Conveying Overriding Royalty Interest dated as of August 9, 1993 and recorded in the Eureka Records at Book 253, Page 405 and in the Lander Records as Book 400, Page 328.

E. The 1993 Deed and the 1993 Special Warranty Deed were each further corrected, amended, and superceded by that certain Correction Special Warranty Deed Conveying Interest in Overriding Royalty dated as of August 9, 1993 and recorded in the Eureka Records at Book 254, Page 001 and in the Lander Records at Book 400, Page 458.

F. The Exchange Agreement was supplemented and amended by that certain Corrected Memorandum of Surviving Provisions of Exchange Agreement dated as of August 9, 1993 and recorded in the Eureka Records at Book 254, Page 132 and in the Lander Records at Book 400, Page 589.

G. Betty Sprenger died in 1993, and her interest in and to the Royalty was conveyed to, and became solely held by, H.B. Sprenger.

H. In 1994, H.B. Sprenger conveyed his interest in and to the Royalty (which then included Betty Sprenger's prior interest in and to the Royalty) into the By Sprenger Sr. Family Trust (the “**Sprenger Trust**”); H.B. Sprenger passed away after his conveyance of his interest in and to the Royalty to the Sprenger Trust.

I. Certain terms and conditions of the 1993 Deed were subsequently clarified by that certain Clarification Agreement dated as of August 11, 1995 and recorded in the Eureka Records at Book 287, Page 552 and in the Lander Records at Book 421, Page 205.

J. A series of Special Warranty Deeds Conveying an Interest in Overriding Royalty (including, without limitation, that certain Special Warranty Deed Conveying an Interest in Overriding Royalty recorded in the Lander Records at Book 468, Page 028, that certain Special Warranty Deed Conveying an Interest in Overriding Royalty recorded in the Lander Records at Book 468, Page 054, and that certain Special Warranty Deed Conveying an Interest in Overriding Royalty recorded in the Lander Records at Book 468, Page 106) were executed on September 1, 1999 by certain of the Initial Grantees and their successors and assigns, which deeds served to convey certain interests in and to the Royalty, as more particularly described in such deeds, from the Initial Grantees and their successors and assigns to Royal Gold, Inc.

K. A series of Special Warranty Deeds Conveying an Interest in Overriding Royalty effective as of July 1, 2008 were recorded in the Eureka Records and the Lander Records on November 3, 2008, which deeds conveyed an additional interest in and to the Royalty from certain of the Initial Grantees and their successors and assigns to Barrick Cortez Inc. ("**Barrick Cortez**"); these deeds included the following: (i) Special Warranty Deed Conveying an Interest in Overriding Royalty from Deborah Kay Baratta to Barrick Cortez recorded in the Eureka Records on November 3, 2008 as Document No. 0212704; (ii) Special Warranty Deed Conveying an Interest in Overriding Royalty from H.B. Sprenger II, as Trustee of the By Sprenger Sr. Family Trust to Barrick Cortez recorded in the Eureka Records on November 3, 2008 as Document No. 0212705; and (iii) Special Warranty Deed Conveying an Interest in Overriding Royalty from William Brent Wilson to Barrick Cortez recorded in the Eureka Records on November 3, 2008 as Document No. 0212706.

L. As a result of the foregoing assignments and conveyances, effective as of July 1, 2008, the Sprenger Trust owned: (i) a ten percent (10%) interest in the Royalty initially granted to the Initial Grantees allocable to the "Subject Area" (as that term is used in the above-referenced documents) and (ii) a five percent (5%) interest in the Royalty initially granted to the Initial Grantees not allocable to the Subject Area (collectively, the "**Sprenger Trust Royalty**").

M. Subsequent to July 1, 2008, certain off-record assignments of interests in and to the Sprenger Trust Royalty were made by certain of the beneficiaries of the Sprenger Trust, including certain of the Grantors.

N. As a result of the off-record assignments referenced in the prior Recital, the beneficial ownership in and to the Sprenger Trust Royalty is presently held as follows: (i) the Sprenger Trust owns the beneficial interest in and to fifty percent (50%) of the Sprenger Trust Royalty; (ii) the Baratta Family 1995 Trust (D.K.B.'s SP) dated as of December 15, 1995 owns the beneficial interest in and to forty-seven and one-half percent (45%) of the Sprenger Trust Royalty; and (iii) the K&D Baratta LLC Series 4 owns the beneficial interest in and to five percent (5%) of the Sprenger Trust Royalty.

O. The Grantors now desire to quitclaim, assign, transfer, and convey any and all interest they have in and to the Royalty (including, for the purpose of clarity, the Sprenger Trust Royalty), whether legal or beneficial in nature, and whether or not of record, to Grantee, and Grantee desires to accept such quitclaim, assignment, transfer, and conveyance.

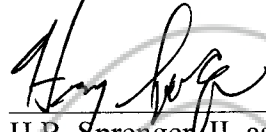
NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors, and each of them, hereby quitclaim, assign, convey, transfer, and set over onto Grantee all right, title, and interest of any kind that Grantors, and each of them, hold in and to the Royalty (including, for the purpose of clarity, the Sprenger Trust Royalty), and any rights and obligations (including, without limitation, contractual rights) associated with, arising from, or in any manner relating to the Royalty (including, for the purpose of clarity, the Sprenger Trust Royalty). Grantors specifically intend that this quitclaim deed be construed broadly and provide Grantee with all of Grantors' individual and collective rights, titles, and interests in, to, under, pursuant to, related to, associated with, or in any manner arising from the Royalty, including, without limitation, the

Sprenger Trust Royalty. In the event that Grantors' collective or individual rights or interests in or to the Royalty or the Sprenger Trust Royalty are different from, or in addition to, those described in documents referenced in this quitclaim deed, then this quitclaim deed shall automatically be deemed to encompass, assign, transfer, and convey such additional or different rights or interests regardless of whether such rights or interests are specifically referenced in this quitclaim deed or the documents referenced in this quitclaim deed.

TO HAVE AND TO HOLD unto the Grantee and to its successors and assigns forever.

DATED and EFFECTIVE as of the 31st day of December, 2016.

**GRANTORS:**

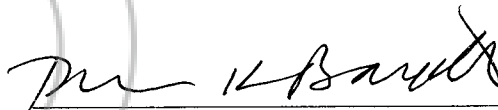


H.B. Sprenger, II, as Trustee of the By Sprenger  
Sr. Family Trust



Deborah K. Baratta, as Trustee of the Baratta  
Family 1995 Trust (D.K.B.'s SP) dated as of  
December 15, 1995

K&D Baratta LLC Series 4,  
a Nevada limited liability company

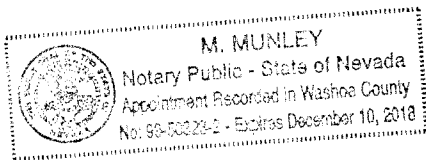
By: 

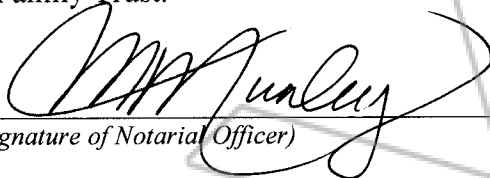
Name: Deborah K. Baratta  
Title: Manager

[notary blocks follow.]

STATE OF Nevada )  
County of Washoe )

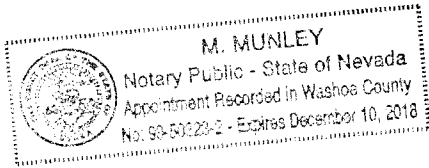
This instrument was acknowledged before me on December 27, 2016, by H.B. Sprenger, II, as Trustee of the By Sprenger Sr. Family Trust.

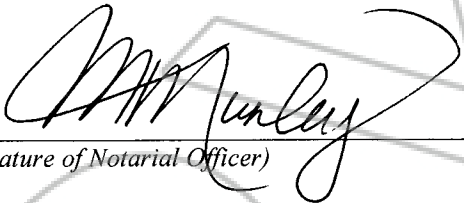


  
(Signature of Notarial Officer)

STATE OF Nevada )  
County of Washoe )

This instrument was acknowledged before me on December 27, 2016, by Deborah K. Baratta, as Trustee of the Baratta Family 1995 Trust (D.K.B.'s SP) dated as of December 15, 1995.

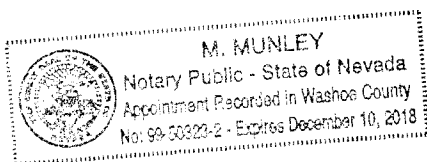


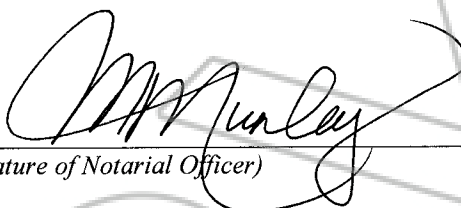
  
(Signature of Notarial Officer)



STATE OF Nevada )  
County of Washoe )

This instrument was acknowledged before me on December 27, 2016, by Deborah K. Baratta, as Manager of K&D Baratta LLC Series 4, a Nevada limited liability company.



  
(Signature of Notarial Officer)