

EUREKA COUNTY, NV

2019-239889

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\$35.00 Pgs=9

12/05/2019 10:56 AM

WILSON BARROWS SALYER JONES

LISA HOEHNE, CLERK RECORDER

E07

APN: N/A

Mailing Address of Grantee or Other Person Requesting Recording:

Wilson | Barrows | Salyer | Jones
442 Court Street
Elko, Nevada 89801

Mail Tax Statements to:

Steve S. Johnson, as Trustee of the Alex Wilson Trust under The Curtis Irrevocable Trust Agreement executed December 7, 2012, et al
P.O. Box 30000
Reno, Nevada 89520

Social Security Number Affirmation Statement:

In accordance with NRS 239B.030, the undersigned person recording this document hereby affirms that this document does not contain personal information, including full social security number of any person;

-OR-

In accordance with NRS 239B.030, the undersigned person recording this document hereby affirms that this document does contain personal information, including full social security number of a person.

Shay West

Legal Secretary

Name

Title

Signature

Title of Document Recorded:

Royalty Deed

WILSON | BARROWS | SALYER | JONES

442 Court Street | Elko, Nevada 89801 | 775.738.7271

ROYALTY DEED

FOR VALUE RECEIVED the undersigned Grantor hereby grants, bargains and sells the below described real property in the Counties of Eureka and Lander, State of Nevada, to the following Grantee:

Grantor: Steve S. Johnson, as Trustee of the Second Curtis Irrevocable Trust under The Curtis Irrevocable Trust Agreement executed December 7, 2012.

Grantee No. 1: An undivided 50% to Steve S. Johnson, as Trustee of the Alex Wilson Trust under The Curtis Irrevocable Trust Agreement executed December 7, 2012; and

Grantee No. 2: The remaining undivided 50% to Steve S. Johnson, as Trustee of the Maddy Wilson Trust under The Curtis Irrevocable Trust Agreement executed December 7, 2012.

I.

RECITALS AND DEFINED TERMS

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 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 JoAnn Wreisner Curtis as Trustee of the JoAnn Wreisner Curtis 1988 Trust, as amended December 11, 1996, to Royal Gold, Inc., recorded in Book 468, commencing at page 002 in Lander County (referred to herein as the **“Royal Gold Deed”**).

h. Special Warranty Deed Conveying an Interest in Overriding Royalty dated October 27, 2008 and recorded in Book 481, commencing at page 168 in Eureka County and recorded in Book 593, commencing at page 266 in Lander County (referred to herein as the **“Barrick Deed”**).

The instruments listed above in 1(a) through 1(f) are incorporated herein by reference and, hereinafter, referred to collectively as the **“Idaho Conversion Documents.”**

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**, the **Royal Gold Deed**, and the **Barrick 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 LLC and Nevada Gold Mines LLC**), (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.”**

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.

4. Grantor and Grantor's predecessors in interest acquired an interest in the **Subject Interests** as follows:

a. The original interest in the **Subject Interests** was held by JoAnn K. Wilson, as Trustee of the JoAnn K. Wilson 1988 Trust, a revocable living trust, created by that certain Revocable Living Trust Agreement dated March 2, 1988;

b. JoAnn K. Wilson legally changed her name to JoAnn Wreisner Curtis as shown by that certain Order Changing Name entered on August 24, 1994, in the Second Judicial District Court of the State of Nevada in Case No. CV94-04096;

c. On December 11, 1996 the name of the JoAnn K. Wilson 1988 Trust dated March 2, 1988 was changed to the JoAnn Wreisner Curtis 1988 Trust, as Amended December 11, 1996, by that certain First Amendment to Revocable Living Trust Agreement executed by JoAnn Wreisner Curtis, f.k.a. JoAnn K. Wilson, and her husband, William A. Curtis, Jr.;

d. On December 8, 2000, JoAnn Wreisner Curtis, Trustee of the JoAnn Wreisner Curtis 1988 Trust Dated March 2, 1988, as Amended December 11, 1996, transferred her interest in the **Subject Interests** to JoAnn Wreisner Curtis, a married woman as her separate property;

e. On December 8, 2000, JoAnn Wreisner Curtis transferred her interest in the **Subject Interests** to William A. Curtis, Jr. and JoAnn Wreisner Curtis as Trustees of the Curtis Family Trust of 2000 Under Declaration of Trust dated December 8, 2000;

f. On July 14, 2002, JoAnn Wreisner Curtis died leaving William A Curtis, Jr as sole Trustee of Curtis Family Trust of 2000 Under Declaration of Trust dated December 8, 2000;

g. On December 5, 2005, William A. Curtis, Jr., as Trustee of the Curtis Family Trust of 2000, Under Declaration of Trust dated December 8, 2000, as amended, conveyed his interest in the **Subject Interests** to William A. Curtis, Jr., as Trustee of "Trust B" of the Curtis Family Trust of 2000, Under Declaration of Trust dated December 8, 2000, as amended, under Special Warranty Deed recorded in the Office of the Eureka County Recorder on December 7, 2005, in Book 429, Official Records, page 32 as Document No. 202508 and in the Office of the Lander County Recorder on December 13, 2005, in Book 549, Official Records, page 789 as Document No. 0239942;

h. On or about January 18, 2013, Whittier Trust Company replaced William A. Curtis, Jr., as Trustee of "Trust B" of the Curtis Family Trust of 2000, Under Declaration of Trust dated December 8, 2000;

i. On May 14, 2019, Steve S. Johnson replaced Whittier Trust Company as Trustee of "Trust B" of the Curtis Family Trust of 2000, Under Declaration of Trust dated December 8, 2000, and he continues in that office as the title holder of an interest in the **Subject Interests**.

5. This Deed is not made pursuant to a sale of any part of Grantor's interest in the **Subject Interests**, but rather is made in accordance with that certain Nonjudicial Settlement Agreement dated October 21, 2019.

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II.
CONVEYANCE

Without consideration, Grantor hereby grants, bargains, sells, deeds and conveys as follows:

To Grantee No. 1, an undivided 50%; and

To Grantee No. 2, the remaining undivided 50%,

of all of Grantor's right, title and interest, including any and all after acquired title, in and under the **Subject Interests**, being limited to the interests which attach and/or pertain to the **Subject Area**.

III.
MISCELLANEOUS

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**.

2. Grantor shall promptly notify **Barrick Cortez LLC and Nevada Gold Mines LLC** that payment of the applicable percentage of all 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 in the month that this Deed is recorded, payment for which is required in month following the month that this Deed is recorded, and the applicable percentage of all royalties payable to Grantor from the **Subject Area** thereafter as **Trustee of the Second Curtis Irrevocable Trust under The Curtis Irrevocable Trust Agreement executed December 7, 2012**, shall be made to:

50% to Steve S. Johnson, as Trustee of the Alex Wilson Trust under The Curtis Irrevocable Trust Agreement executed December 7, 2012;
and
the remaining 50% to Steve S. Johnson, as Trustee of the Maddy Wilson Trust under The Curtis Irrevocable Trust Agreement executed December 7, 2012.

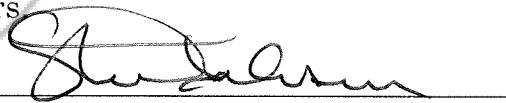
The terms "**Production**" and "**Bullion**" shall have the same meanings as assigned thereto in the **Royalty Deed** and the **Placer-Kennecott Deed**.

3. 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 be or 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.

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.

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.

Dated: 12/2/19



**Steve S. Johnson, as Trustee of
the Second Curtis Irrevocable
Trust under The Curtis
Irrevocable Trust Agreement
executed December 7, 2012**

STATE OF NEVADA,)
) ss.
COUNTY OF WASHOE.)

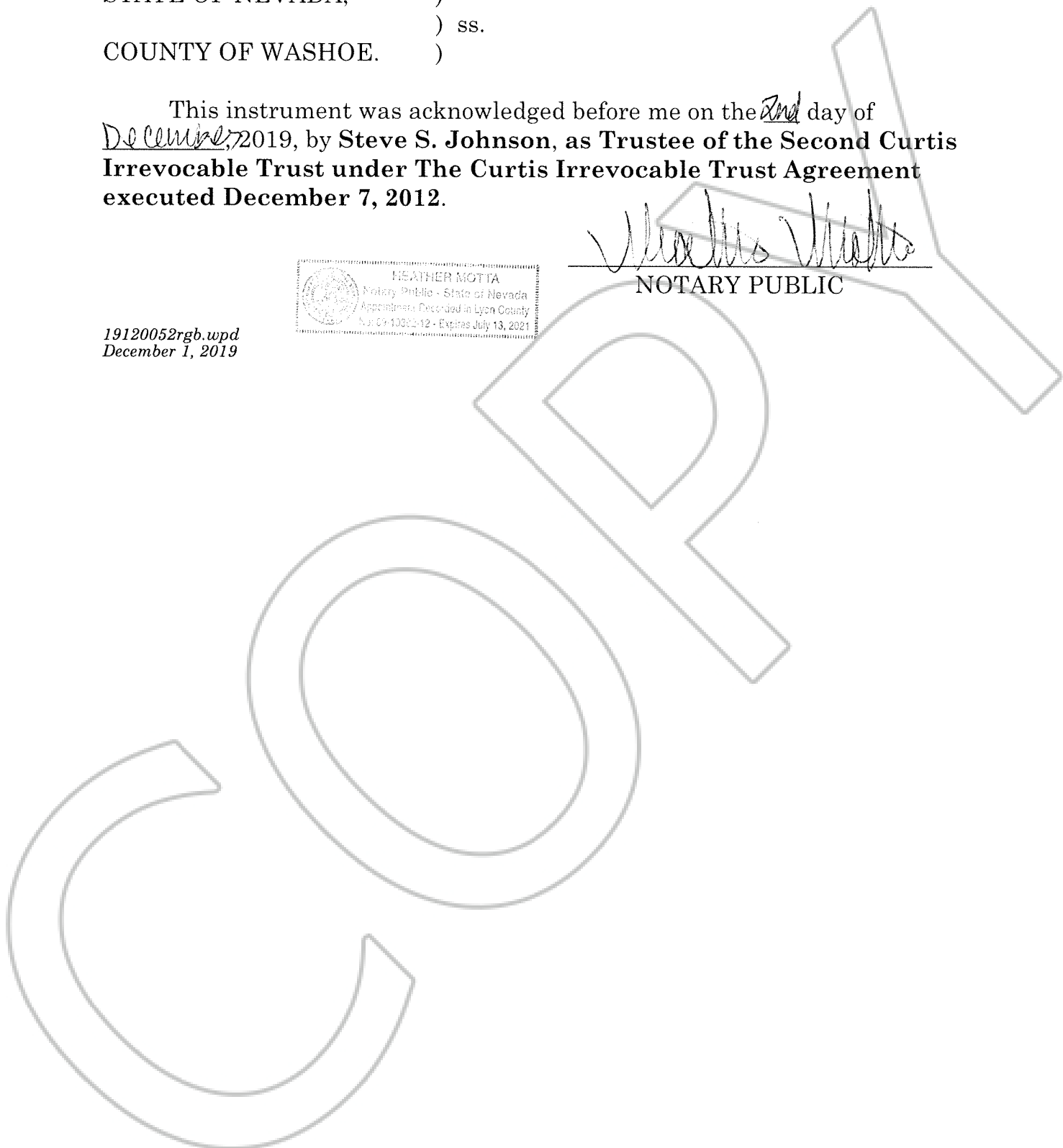
This instrument was acknowledged before me on the 2nd day of December, 2019, by **Steve S. Johnson**, as **Trustee of the Second Curtis Irrevocable Trust under The Curtis Irrevocable Trust Agreement** executed **December 7, 2012**.



NOTARY PUBLIC



19120052rgb.wpd
December 1, 2019



**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)
 a. N/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
 Other Mineral Royalty

FOR RECORDERS OPTIONAL USE ONLY	
Book _____	Page: _____
Date of Recording: _____	
Notes: _____	

- 3.a. Total Value/Sales Price of Property \$ _____
 b. Deed in Lieu of Foreclosure Only (value of property (_____))
 c. Transfer Tax Value: \$ _____
 d. Real Property Transfer Tax Due \$ _____

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section 7
 b. Explain Reason for Exemption: **A transfer of title to or from a trust without consideration if a certificate of trust is presented at the time of transfer.**

5. Partial Interest: Percentage being transferred: N/A %
 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 [Signature] Capacity: Attorney

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)
 Print Name: Steve S. Johnson-Trustee of 2nd Curtis Irrev Dec 2012
 Address: P.O. Box 30000
 City: Elko
 State: NV Zip: 89520

BUYER (GRANTEE) INFORMATION
(REQUIRED)
 Print Name: Steve S. Johnson Trustee of Alex Wilson Trust Under Curtis Irrev Dec 7, 2012, et al
 Address: P.O. Box 30000
 City: Elko
 State: Reno Zip: 89520

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)
 Print Name: Wilson Barrows Salyer Jones Escrow # _____
 Address: 442 Court Street
 City: Elko State: Nevada Zip: 89801