

APN: 009-230-03

**Recorded at the request of:**

Marvel & Marvel, Ltd.  
217 Idaho Street  
Elko, Nevada 89801

EUREKA COUNTY, NV  
RPTT:\$255.45 Rec:\$37.00  
\$292.45 Pgs=12  
MARVEL & MARVEL, LTD  
KATHERINE J. BOWLING, CLERK RECORDER

**2023-249766**

**02/06/2023 10:14 AM**

**Mail All Notices to:**

Timberline Resources Corporation  
*Attention:* Patrick Highsmith  
101 E. Lakeside Avenue  
Coeur d'Alene, ID 83814

The undersigned hereby affirms that this document, including any exhibits, does not contain the personal information of any person.

**GRANT, BARGAIN AND SALE DEED**

**THIS INDENTURE** is made and entered into this 27<sup>th</sup> day of January, 2023, by and between **MARIE G SMITH**, individually, **MICHAEL T. SANSINENA**, a single man, **JULIE M. SMITH**, a single woman, and **STEVEN D. SMITH** and **JODY L. SMITH**, husband and wife ("Grantors"); and **TIMBERLINE RESOURCES CORPORATION**, a Delaware corporation qualified to do business in the State of Nevada ("Grantee").

**WITNESSETH:**

That said Grantors do by these presents grant, bargain, sell, and convey unto the Grantee, and its successors and assigns, all of Grantors' right, title, interest and estate in and to all that certain land, consisting of patented mining claims, situate in the County of Eureka, State of Nevada, in Sections 23, 25, and 26, Township 19 North, Range 53 East, M.D.B.M., and more particularly described as follows:

CLAIM NAME	ASSESSOR PARCEL NO.	MINERAL SURVEY NO.
Stella	009-230-03	88
Seventy-Six	009-230-03	219

(hereinafter the "Property")

**TOGETHER WITH** all lodes, ledges, veins and mineral bearing rock, both known and unknown, lying within the boundaries of the Property; all dips, spurs, and angles in and to all the ores, mineral-bearing materials, quartz, rock and earth or other deposits therein or thereon; all of the rights, privileges and franchises thereto incident; all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the royalties, rents, issues and profits thereof; and also all of Grantors' right, title, interest, estate, property, possession, claim and demand whatsoever, in law as well as in equity, of, in or to the Property and every part and parcel thereof, with the appurtenances, including all after-acquired title, all rights-of-way, easements and other ancillary rights pertaining to the Property.

**TOGETHER WITH** the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

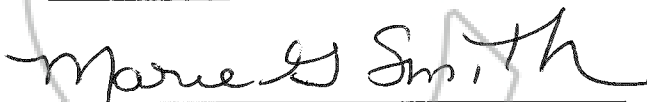
**SUBJECT TO** all covenants, conditions, restrictions, exceptions, easements, rights of way, reservations and rights, and other matters evidenced by documents of record.

**RESERVING** unto the Grantors, collectively, and to the Grantors' successors and assigns, a production royalty of one and one-half percent (1.5%) ("NSR Royalty") of the Net Revenues of the net smelter returns from ores, metals and minerals ("Minerals"), including by-products and co-products thereof, produced and sold from the Property. Net Revenues are defined, and the NSR Royalty shall be calculated and paid, as set forth in Exhibit "A" attached hereto and incorporated herein.

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of Grantors, either in law or at equity, to and for the exclusive ownership, use and benefit of Grantee and its successors and assigns forever.

**IN WITNESS WHEREOF**, the said Grantors have executed this Deed as of the day and year first hereinabove written.

**GRANTORS:**



**MARIE G. SMITH**

**STEVEN D. SMITH**

**MICHAEL T. SANSINENA**

**JODY L. SMITH**

**JULIE M. SMITH**

**TOGETHER WITH** all lodes, ledges, veins and mineral bearing rock, both known and unknown, lying within the boundaries of the Property; all dips, spurs, and angles in and to all the ores, mineral-bearing materials, quartz, rock and earth or other deposits therein or thereon; all of the rights, privileges and franchises thereto incident; all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the royalties, rents, issues and profits thereof; and also all of Grantors' right, title, interest, estate, property, possession, claim and demand whatsoever, in law as well as in equity, of, in or to the Property and every part and parcel thereof, with the appurtenances, including all after-acquired title, all rights-of-way, easements and other ancillary rights pertaining to the Property.

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**GRANTORS:**

\_\_\_\_\_  
MARIE G. SMITH

\_\_\_\_\_  
*Michael T. Sansinena*  
MICHAEL T. SANSINENA

\_\_\_\_\_  
STEVEN D. SMITH

\_\_\_\_\_  
JODY L. SMITH

\_\_\_\_\_  
JULIE M. SMITH

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**STEVEN D. SMITH**

\_\_\_\_\_  
**MICHAEL T. SANSINENA**

\_\_\_\_\_  
**JODY L. SMITH**

*Julie M. Smith*  
\_\_\_\_\_  
**JULIE M. SMITH**

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MICHAEL T. SANSINENA

\_\_\_\_\_  
JULIE M. SMITH

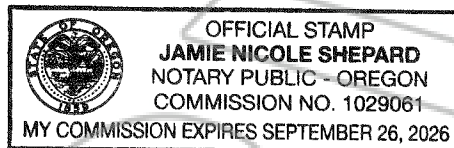
  
\_\_\_\_\_  
STEVEN D. SMITH

  
\_\_\_\_\_  
JODY L. SMITH

STATE OF Oregon )  
COUNTY OF Polk ) SS.

On this 27 day of January, 2023, personally appeared before me, a Notary Public, **MARIE G. SMITH**, who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the foregoing instrument and who acknowledged that she executed it.

Jamie Nicole Shepard  
NOTARY PUBLIC



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me, a Notary Public, **MICHAEL T. SANSINENA**, who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the foregoing instrument and who acknowledged that he executed it.

\_\_\_\_\_  
NOTARY PUBLIC

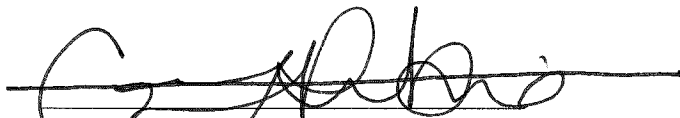
STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me, a Notary Public, **JULIE M. SMITH**, who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the foregoing instrument and who acknowledged that she executed it.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF Nevada )  
COUNTY OF Lander ) SS.

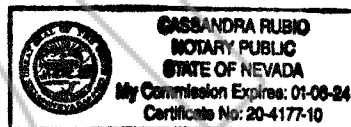
On this 30<sup>th</sup> day of January, 2023, personally appeared before me, a Notary Public, **MARIE G. SMITH**, who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the foregoing instrument and who acknowledged that she executed it.

  
NOTARY PUBLIC

STATE OF Nevada )  
COUNTY OF Lander ) SS.

On this 30<sup>th</sup> day of January, 2023, personally appeared before me, a Notary Public, **MICHAEL T. SANSINENA**, who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the foregoing instrument and who acknowledged that he executed it.

  
NOTARY PUBLIC



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me, a Notary Public, **JULIE M. SMITH**, who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the foregoing instrument and who acknowledged that she executed it.

\_\_\_\_\_  
NOTARY PUBLIC



STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me, a Notary Public, **MARIE G. SMITH**, who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the foregoing instrument and who acknowledged that she executed it.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

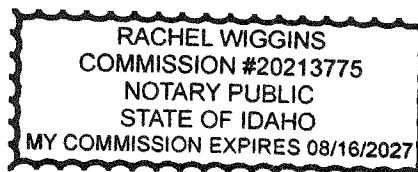
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\_\_\_\_\_  
NOTARY PUBLIC

STATE OF Idaho )  
 ) SS.  
COUNTY OF Ada )

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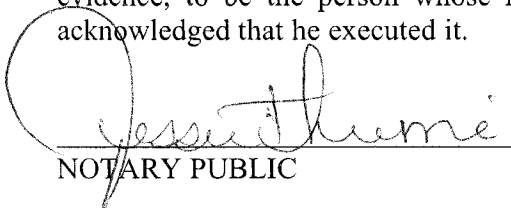
R. Wiggins  
NOTARY PUBLIC

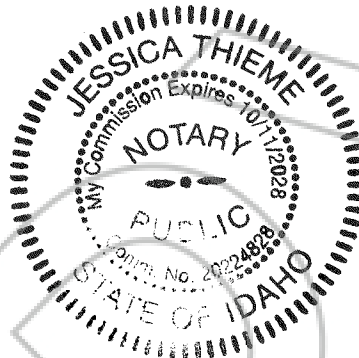




STATE OF Idaho )  
COUNTY OF Bonneville ) SS.

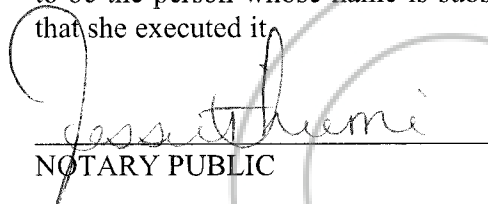
On this 27<sup>th</sup> day of January, 2023, personally appeared before me, a Notary Public, **STEVEN D. SMITH**, who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the foregoing instrument and who acknowledged that he executed it.

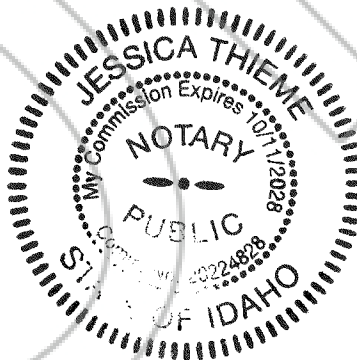
  
NOTARY PUBLIC



STATE OF Idaho )  
COUNTY OF Bonneville ) SS.

On this 27<sup>th</sup> day of January, 2023, personally appeared before me, a Notary Public, **JODY L. SMITH**, who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the foregoing instrument and who acknowledged that she executed it.

  
NOTARY PUBLIC



## **EXHIBIT "A"**

### ***Definitions; Calculation of NSR Royalty; and Related Production and Payment Matters***

#### **Definitions.**

**"Minerals"** means all minerals and mineral materials, including gold, silver, platinum and platinum group metals, base metals and minerals (including iron ore, antimony, chromium, cobalt, copper, lead, manganese, mercury, nickel, molybdenum, titanium, tungsten, zinc), and other metals, stockpiles and tailings which are on, in or under the Property.

**"Net Smelter Returns"** means the gross revenues from the sale of all Minerals or Mineral Products to a refinery, smelter or other purchaser, less the following costs, charges and expenses paid or incurred by Grantee:

- a. Charges for treatment in the milling, crushing, beneficiation, concentrating, processing, smelting and refining processes (including handling, processing, sampling, assaying and representation costs; penalties and other processor deductions).
- b. Actual costs of transportation (including freight, insurance, security, transaction taxes, handling, port, demurrage, delay and forwarding expenses incurred by reason of or in the course of such transportation) of Minerals or Mineral Products to the point of sale or to the refinery, smelter or other purchaser, but not any charges or costs of transportation of Minerals or ores from any mine on the Property to the place of first processing by an autoclave, concentrator, crusher, heap or other leach process, mill or plant.
- c. Actual marketing, sales and brokerage costs on Mineral concentrates, processed ore, dore metal and products for which the NSR Royalty is payable.
- d. Sales, use, severance, Nevada net proceeds of minerals (except net proceeds of minerals payable by Grantors), ad valorem taxes applicable under local, state and federal law and any other tax or governmental levy measured by production or the value of products, on which the NSR Royalty is payable (other than taxes based upon income).

#### **Payment Procedures.**

**Accrual of Obligation.** Grantee's obligation to pay the NSR Royalty shall accrue upon the sale, or delivery to the point of sale, of Minerals or Mineral Products, and become due and payable on a quarterly basis as set forth below.

**Futures or Forward Sales, Etc.** The NSR Royalty shall be determined irrespective of any actual arrangements for the sale or other disposition of Minerals by Grantee, specifically including but not limited to forward sales, futures trading or commodities options trading, and any other price hedging, price protection, and speculative arrangements that may involve the possible delivery of gold, silver or other metals or minerals produced from Minerals.

**Quarterly Calculations and Payments.** The NSR Royalty shall be determined on a quarterly basis. Grantee shall pay Grantors each quarterly NSR Royalty payment on or before the last business day of the quarter immediately following the quarter in which the NSR Royalty payment obligation accrued. If any amount payable by Grantee remains delinquent for a period in excess of thirty (30) days, Grantee shall pay to Grantors, in addition to the late payment, interest from and after the due date at the statutory rate pursuant to NRS 99.040.

**Statements.** At the time of payment of the NSR Royalty, Grantee shall accompany such payment with a statement which shows in reasonable detail the quantities and grades of Minerals or Mineral Products sold or deemed sold by Grantee in the preceding quarter; costs and other deductions, and other pertinent information in detail to explain the calculation of the payment with respect to such quarter. Payment shall be made to the address provided by Grantors or by wire transfer to an account which Grantors designate.

**Audit.** Upon reasonable notice and at a reasonable time, once annually, Grantors shall have the right to audit and examine Grantee's accounts and records relating to the calculation of the NSR Royalty payments. If such audit determines that there has been a deficiency or an excess in the payment made to Grantors, such deficiency or excess shall be resolved by adjusting the next quarterly NSR Royalty payment due Grantors. Grantors shall pay all costs of such audit unless a deficiency of ten percent (10%) or more of the NSR Royalty payment due for the calendar quarter in question is determined to exist, in which case Grantee shall pay the costs of the audit. All books and records used by Grantee to calculate the NSR Royalty payments shall be kept in accordance with generally accepted accounting principles. All NSR Royalty payments made in any calendar year shall be considered final and in full satisfaction of all obligations of Grantee with respect thereto, unless Grantors gives written notice describing and setting forth a specific objection to the calculation thereof within one (1) year following the close of that calendar year. Grantee shall account for any agreed upon deficit or excess in the payment made to Grantors by adjusting the next annual statement following completion of such audit to account for such deficit or excess.

**Affiliates.** If Minerals or Mineral Products are sold to or purchased by a smelter or other facility owned by Grantee or an affiliate, the Net Smelter Returns shall not be less than if such Mineral or Mineral Products had been sold to or purchased from an independent party in a bona fide, arm's length transaction.

**Commingling of Ores.** Grantee shall have the right of mixing or commingling, either underground, at the surface, or at processing plants or other treatment facilities, any material containing Minerals mined or extracted from the Property with any similar substances derived from other lands or properties; provided, however, that before commingling, Grantee shall calculate from representative samples the average grade of the ore from the Property and shall either weigh or volumetrically calculate the number of tons of ore from the Property to be commingled. As products are produced from the commingled ores, Grantee shall calculate from representative samples the average percentage recovery of products produced from the commingled ores during each month. In obtaining representative samples, calculating the average grade of commingled ores and average percentage of recovery, Grantee shall be entitled to use any procedures acceptable in the mining and metallurgical industry which Grantee believes to be accurate and cost-effective for the type of mining and processing activity being conducted. In addition, comparable procedures may be used by Grantee to apportion among the commingled

ores any penalty charges imposed by the smelter or refiner on commingled ores or concentrates. The records relating to commingled ores shall be available for inspection by Grantors, at their sole expense, at all reasonable times, and shall be retained by Grantee for a period of two (2) years.

**Ore Processing.** All determinations with respect to: (a) whether ore from the Property shall be beneficiated, processed or milled by Grantee or sold in a raw state; (b) the methods of transporting, beneficiating, processing or milling any such ore; (c) the constituents to be recovered therefrom; and (d) the purchasers to whom any ore, minerals or mineral substances derived from the Property may be sold, will be made by Grantee in its sole and absolute discretion.

**Ore Samples.** The mineral content of all ore mined and removed from the Property (excluding ore leached in place) and the quantities of constituents recovered by Grantee shall be determined by Grantee, or with respect to such ore which is sold, by the mill or smelter to which the ore is sold, in accordance with standard sampling and analysis procedures.

**Waste Rock, Spoil and Tailings.** Any ore, mine waters, leachates, pregnant liquors, pregnant slurries, and other products or compounds or metals or minerals mined from the Property shall be the property of Grantee, subject to payment of the NSR Royalty. The NSR Royalty shall be payable only on metals, ores, or minerals recovered prior to the time waste rock, spoil, tailings, or other mine waste and residue are first disposed of as such, and such waste and residue shall be the sole property of Grantee. Grantee shall have the sole right to dump, deposit, sell, dispose of, or reprocess such waste rock, spoil, tailings, or other mine wastes and residues, and Grantors shall have no claim or interest therein other than for payment of the NSR Royalty to the extent any proceeds are generated or arise therefrom.

**No Covenants.** The parties agree that in no event shall Grantee have a duty or obligation, express or implied, to explore for, develop, mine or produce ores, minerals or mineral substances from the Property, and the timing, manner, method and amounts of such exploration, development, mining or production, if any, shall be in the sole discretion of Grantee.

**Nature of Grantors' Interest.** Grantors shall have only a royalty interest in the Property and rights and incidents of ownership of a non-executive, non-participating royalty interest owner. Grantors shall not have any fee simple estate or possessory interest in the Property nor any of the incidents of such estate or interest. By way of example but not by way of limitation, Grantors shall not have (a) a right to participate in the execution of applications for authorities, permits or licenses, mining leases, option, farm-outs or other conveyances, (b) the right to share in bonus payments or rental payments received as the consideration for the execution of such leases, options, farm-outs, or other conveyances, or (c) the right to enter upon the Property and prospect for, mine, drill for, or remove ores, minerals or mineral products therefrom.

**STATE OF NEVADA  
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a) 009-230-03  
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 Patented Mining Claims

3. a) Total Value/Sales Price of Property: \$ 65,200.00  
b) Deed in Lieu of Foreclosure Only (value of property) ( \$ \_\_\_\_\_ )  
c) Transfer Tax Value: \$ \_\_\_\_\_  
d) Real Property Transfer Tax Due \$ 255.45

4. **If Exemption Claimed:**

- a. Transfer Tax Exemption, per 375.090, Section: N/A  
b. Explain reason for exemption: \_\_\_\_\_

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 (Seller): Marie G. Smith Capacity: Grantor

Signature (Buyer): Dustin Marvel Capacity: Attorney For Buyer

**SELLER (GRANTOR) INFORMATION**  
**(REQUIRED)**

Print Name: Marie G. Smith; Michael T. Sansinena;  
Julie M. Smith; and, Steven D. Smith and  
Jody L. Smith  
Address: P.O. Box 464  
City: Independence 97351 MS  
State: OR Zip: 97315

**BUYER (GRANTEE) INFORMATION**  
**(REQUIRED)**

Print Name: Timberline Resources  
Corporation  
Address: 101 E. Lakeside  
City: Coeur d'Alene  
State: ID Zip: 83814

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

Print Name: Marvel & Marvel, Ltd File Number: \_\_\_\_\_  
Address: 217 Idaho Street  
City: Elko State: Nevada Zip: 89801

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