



REGULAR MEETING AGENDA

City of Black Hawk City Council
211 Church Street, Black Hawk, CO

December 8, 2021
3:00 p.m.

REVISED

RINGING OF THE BELL:

1. CALL TO ORDER:
2. ROLL CALL & PLEDGE OF ALLEGIANCE:
3. AGENDA CHANGES:
4. CONFLICTS OF INTEREST: (Council disclosures are on file w/City Clerk & Sec. of State)
5. PUBLIC COMMENT: *Please limit comments to 5 minutes*
6. APPROVAL OF MINUTES: November 10, 2021
7. PUBLIC HEARINGS:
 - A. Resolution 84-2021, A Resolution Making Certain Findings of Fact Regarding the Proposed Annexation of a Parcel of Land to the City of Black Hawk, Colorado, Known as the Lake Gulch Whiskey Resort Annexation
 - B. Resolution 85-2021, A Resolution Making Certain Findings of Fact Regarding the Proposed Annexation of Parcels of Land to the City of Black Hawk, Colorado, Known as the Lake Gulch Whiskey Resort Annexation
 - C. Resolution 86-2021, A Resolution Making Certain Findings of Fact Regarding the Proposed Annexation of a Parcel of Land to the City of Black Hawk, Colorado, Known as the Lake Gulch Whiskey Resort Annexation
 - D. Resolution 87-2021, A Resolution Making Certain Findings of Fact Regarding the Proposed Annexation of a Parcel of Land to the City of Black Hawk, Colorado, Known as the Lake Gulch Whiskey Resort Annexation
 - E. Resolution 88-2021, A Resolution Making Certain Findings of Fact Regarding the Proposed Annexation of a Parcel of Land to the City of Black Hawk, Colorado, Known as the Lake Gulch Whiskey Resort Annexation
 - F. Resolution 89-2021, A Resolution Making Certain Findings of Fact Regarding the Proposed Annexation of a Parcel of Land to the City of Black Hawk, Colorado, Known as the Lake Gulch Whiskey Resort Annexation
 - G. Resolution 90-2021, A Resolution Making Certain Findings of Fact Regarding the Proposed Annexation of a Parcel of Land to the City of Black Hawk, Colorado, Known as the Lake Gulch Whiskey Resort Annexation
 - H. Resolution 91-2021, A Resolution Making Certain Findings of Fact Regarding the Proposed Annexation of a Parcel of Land to the City of Black Hawk, Colorado, Known as the Lake Gulch Whiskey Resort Annexation
 - I. CB40, A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel No. 8, Consisting of Contiguous Unincorporated Territory in Gilpin County also Known as a Portion of the Lake Gulch Whiskey Resort Annexation
 - J. CB41, A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel No. 9, Consisting of Contiguous Unincorporated Territory in Gilpin County also Known as a Portion of the Lake Gulch Whiskey Resort Annexation

MISSION STATEMENT

The mission of the City of Black Hawk is to progressively provide cost effective programs and services of the highest quality to the community

- K. CB42, A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel No. 10, Consisting of Contiguous Unincorporated Territory in Gilpin County also Known as a Portion of the Lake Gulch Whiskey Resort Annexation
- L. CB43, A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel No. 11, Consisting of Contiguous Unincorporated Territory in Gilpin County also Known as a Portion of the Lake Gulch Whiskey Resort Annexation
- M. CB44, A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel No. 12, Consisting of Contiguous Unincorporated Territory in Gilpin County also Known as a Portion of the Lake Gulch Whiskey Resort Annexation
- N. CB45, A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel No. 13, Consisting of Contiguous Unincorporated Territory in Gilpin County also Known as a Portion of the Lake Gulch Whiskey Resort Annexation
- O. CB46, A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel No. 14, Consisting of Contiguous Unincorporated Territory in Gilpin County also Known as a Portion of the Lake Gulch Whiskey Resort Annexation
- P. CB47, A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel No. 15, Consisting of Contiguous Unincorporated Territory in Gilpin County also Known as a Portion of the Lake Gulch Whiskey Resort Annexation
- Q. CB48, A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel No. 16, Consisting of Contiguous Unincorporated Territory in Gilpin County also Known as a Portion of the Lake Gulch Whiskey Resort Annexation
- R. CB49, A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel No. 17, Consisting of Contiguous Unincorporated Territory in Gilpin County also Known as a Portion of the Lake Gulch Whiskey Resort Annexation
- S. CB50, A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel No. 18, Consisting of Contiguous Unincorporated Territory in Gilpin County also Known as a Portion of the Lake Gulch Whiskey Resort Annexation
- T. CB51, A Bill for an Ordinance (1) Zoning Certain Newly Annexed Property Within the City of Black Hawk to Commercial/Business Services (C/BS) Zoning District and a Planned Unit Development (PUD) Overlay Known as the Lake Gulch Whiskey Resort Amendment 1 Planned Unit Development, (2) Rezoning Certain Property Within the City of Black Hawk to Delete the Planned Unit Development (PUD) Overlay Known as the Lake Gulch Whiskey Resort Planned Unit Development, and (3) Rezoning Certain Other Property Within the City of Black Hawk to Commercial/Business Services (C/BS) Zoning District and a Planned Unit Development (PUD) Overlay Known as the Lake Gulch Whiskey Resort Amendment 1 Planned Unit Development (PUD), and Amending the City's Zoning Map to Conform Therewith
- U. CB52, An Ordinance Amending Article IX of Chapter 4 of the Black Hawk Municipal Code by the Addition Thereto of New Section 4-209 to Implement a New Category of Occupational Tax for Live Stadium Games Conducted on Electronic Betting Terminals and by the Addition Thereto of a New Section 4-210 to Implement a New Category of Occupational Tax for Sports Event Betting on Self-Service Betting Devices, Both as Approved by the City of Black Hawk Voters
- V. CB53, An Ordinance Approving the Grant Agreement Between the United States Department of Justice, Office of Community Oriented Policing Services and the City of Black Hawk in the Amount of \$375,000.00 Over a Three-Year Period
- W. CB54, An Ordinance Approving the Grant Agreement Between the Colorado Division of Criminal Justice and the City of Black Hawk in the Amount of \$56,495.00 for Body Worn Cameras
- X. CB55, An Ordinance Adopting the Black Hawk Employee Handbook Dated January 1, 2022
- Y. CB56, An Ordinance Adopting the City of Black Hawk 2022 Pay Plan
- Z. Local Liquor License Authority Consideration of a New Retail Liquor Store Liquor License for Feeney Farms II, Inc. at 7320 Black Hawk Blvd, Suite 1A

MISSION STATEMENT

The mission of the City of Black Hawk is to progressively provide cost effective programs and services of the highest quality to the community

8. ACTION ITEMS:

- A. Resolution 92-2021, A Resolution Approving the Sixth Addendum to the Agreement for Transit Related Services for the Black Hawk & Central City Tramway for 2022 Between MV Transportation, Inc. and the City of Black Hawk
- B. Resolution 93-2021, A Resolution Ratifying and Approving the Commercial Lease with Basin & Bend, PBC for the Property Located at 357 Gregory Street, Black Hawk, Colorado
- C. Resolution 94-2021, A Resolution Approving the City of Black Hawk Fee Schedule, As Amended
- D. Resolution 95-2021, A Resolution Approving the Tenth Addendum to Personal Services Agreement with 5280 Strategies, LLC
- E. Resolution 96-2021, A Resolution Adopting the 2022 City Council Regular Meeting Schedule
- F. Resolution 97-2021, A Resolution Adopting the 2022 Holiday Schedule
- G. Resolution 98-2021, A Resolution Adopting the 2022 Historic Preservation Commission Meeting Schedule
- H. Resolution 99-2021, A Resolution Approving the 2022 Contract with Pinnacol Assurance for Workers' Compensation Insurance

9. CITY MANAGER REPORTS:

10. CITY ATTORNEY:

11. EXECUTIVE SESSION:

Executive Session to instruct negotiators regarding City owned land on Artisans Point, Gregory Street Plaza, and other City owned property pursuant to C.R.S § 24-6-402(4)(e).

12. ADJOURNMENT:

MISSION STATEMENT

The mission of the City of Black Hawk is to progressively provide cost effective programs and services of the highest quality to the community



**City of Black Hawk
City Council**

November 10, 2021

MEETING MINUTES

Baseline Engineering Consultant Vince Harris rang the bell to open the meeting.

1. **CALL TO ORDER:** Mayor Spellman called the regular meeting of the City Council to order on Wednesday, November 10, 2021, at 3:00 p.m.

2. **ROLL CALL:** Present were: Mayor Spellman, Aldermen Armbright, Bennett, Johnson, Midcap, Moates, and Torres.

Staff Present: City Attorney Hoffmann, City Manager Cole, Fire Chief Woolley, Police Chief Moriarty, Finance Director Hillis, City Clerk/Administrative Services Director Greiner, Public Works Director Isbester, City Engineer Reed, Water Manager Ford, Maintenance Services Manager Jackson, Community Planning & Development Director Linker, and Deputy City Clerk Martin.

PLEDGE OF ALLEGIANCE: Mayor Spellman led the meeting in the recitation of the Pledge of Allegiance.

3. **AGENDA CHANGES:** Deputy City Clerk Martin confirmed there were no agenda changes.

4. **CONFLICTS OF INTEREST:** City Attorney Hoffmann asked Council to declare any Conflicts of Interest on any issue appearing on the agenda this afternoon other than those previous disclosures and conflicts that have already been disclosed and are on file with the City Clerk and Secretary of State. City Council noted no conflicts.

City Attorney Hoffmann asked the audience if there were any objections to any member of the Council voting on any issue on the agenda this afternoon. There were no objections noted.

5. **PUBLIC COMMENT:** Deputy City Clerk Martin confirmed no one signed up to speak.

6. APPROVAL OF
MINUTES:

October 27, 2021

**MOTION TO
APPROVE**

Alderman Torres **MOVED** and was **SECONDED** by Alderman Johnson to approve the Minutes as presented.

MOTION PASSED

There was no discussion, and the motion **PASSED** unanimously.

7. PUBLIC HEARINGS:

A. 2022 Budget Adoption

- I. Resolution 79-2021, A Resolution Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget for the City of Black Hawk, Colorado, for the Calendar Year Beginning on the First Day of January 2022 and Ending on the Last Day of December 2022, and Appropriating Sums of Money to Various Funds and Spending Agencies in the Amount, and for the Purposes Set Forth Within the Attached 2022 Budget**
- II. CB39, An Ordinance Levying General Property Taxes for the Year 2021 to Help Defray the Costs of Government for the City of Black Hawk, Colorado for the 2022 Budget Year**

Mayor Spellman read the titles and opened the public hearings.

Finance Director Hillis introduced this item. He said this budget is very similar to the work session, with a few changes, such as a slight change in revenue from the Silver Dollar Metropolitan District Intergovernmental Agreement amendment concerning Gilpin Ambulance services; the payment schedule being slightly different due to a small change in the interest rate related to the 2021 Debt issue that closed last Friday; and a little change in the Transportation Fund.

Alderman Midcap asked about the final COP interest rate, to which Mr. Hillis replied it was 2.43%. Mayor Spellman added that if the City had not closed that Friday, it would have gone up a total of 18 basis points. City Attorney elaborated on that by saying that the Bond Council thought it was an impossible task to get this closed last week, and if it weren't for staff dropping everything to work on this, it wouldn't have happened. A round of applause for those staff members that went above and beyond to get it done.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on Resolution 79-2021, a Resolution summarizing expenditures and revenues for each fund and adopting a Budget for the City of Black Hawk, Colorado, for the calendar

year beginning on the first day of January 2022 and ending on the last day of December 2022, and appropriating sums of money to various funds and spending agencies in the amount, and for the purposes set forth within the attached 2022 Budget, and on CB39, an Ordinance levying general property taxes for the year 2021 to help defray the costs of Government for the City of Black Hawk, Colorado for the 2022 Budget Year open and invited anyone wanting to address the Board either “for” or “against” the proposed Resolution and Ordinance to come forward.

No one else wished to speak, and Mayor Spellman declared the Public Hearings closed.

**MOTION TO
APPROVE**

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Midcap to approve Resolution 79-2021, a Resolution summarizing expenditures and revenues for each fund and adopting a Budget for the City of Black Hawk, Colorado, for the calendar year beginning on the first day of January 2022 and ending on the last day of December 2022, and appropriating sums of money to various funds and spending agencies in the amount, and for the purposes set forth within the attached 2022 Budget, and CB39, an Ordinance levying general property taxes for the year 2021 to help defray the costs of Government for the City of Black Hawk, Colorado for the 2022 Budget Year.

MOTION PASSED

There was no discussion, and the motion **PASSED** unanimously.

8. ACTION ITEMS:

A. Resolution 80-2021, A Resolution Adopting the City’s Three-Mile Annexation Plan

Mayor Spellman read the title.

Baseline Engineering Consultant Harris presented this item. He said as per statute, in preparation for the annexations scheduled before Council next month, the City is required to adopt an updated Three-Mile Annexation Plan. He described Exhibit A as the same revised Growth Area Plan in the Intergovernmental Agreement with Central City and Gilpin County. He added that the plan also includes the Black Hawk Comprehensive Plan by reference.

**MOTION TO
APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Armbright to approve Resolution 80-2021, a Resolution adopting the City’s Three-Mile Annexation Plan.

MOTION PASSED

There was no discussion, and the motion **PASSED** unanimously.

B. Resolution 81-2021, A Resolution Approving the Professional Services Agreement Between the City of Black Hawk and PEH Architects in an Amount Not To Exceed \$53,500.00 for Conceptual Design Services Pertaining to 271 Gregory Street

Mayor Spellman read the title.

City Engineer Reed explained the proposal to relocate the green “Daisy Edwards” house at 271 Gregory to the vacant lot between the McAfee House and Church Street to make it into a small brew house and taproom, which will then complete the Gregory Street Plaza and open up more space at the livery lot for future development. He said this approval is for the conceptual design of the house, including the size, floor plan, and exterior appearance of the structure. He anticipates the design work being done by late the January-February timeframe, at which time he will then come back to Council with the request for a contract for the complete construction plans.

Alderman Midcap asked if this contract would cover the demolition part, to which Mr. Reed replied no, not under this contract, that would be covered under the complete construction plans. He said that PEH would identify and determine which parts of the building will be relocated and restored vs. which parts will be demolished.

MOTION TO APPROVE

Alderman Midcap **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 81-2021, a Resolution approving the Professional Services Agreement between the City of Black Hawk and PEH Architects in an amount not to exceed \$53,500.00 for Conceptual Design Services pertaining to 271 Gregory Street.

MOTION PASSED

There was no discussion, and the motion **PASSED** unanimously.

C. Resolution 82-2021, A Resolution Approving the License Agreement Between the City of Black Hawk and Rocky Mountain Evangelical Free Church

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner introduced the agreement to use the City’s Gregory Street Plaza area outside the church for a wedding reception on December 18th, starting around 2:00 p.m.

MOTION TO APPROVE

Alderman Moates **MOVED** and was **SECONDED** by Alderman Armbright to approve Resolution 82-2021, a Resolution approving the License Agreement between the City of Black Hawk and Rocky Mountain Evangelical Free Church.

MOTION PASSED

There was no discussion, and the motion **PASSED** unanimously.

D. Resolution 83-2021, A Resolution Approving the Design Services Contract with Baseline Engineering Consultants for the Elkhorn Water Tank in an Amount Not to Exceed \$330,700

Mayor Spellman read the title.

Water Manager Ford said that when the City built the Hidden Valley treatment plant, it put in a pipeline over the mountain and had segregated a spot for a future tank. Now, he said, with the new development on the Mesa and Proximo coming in, there is a need to store water above and also for fire flow and pressure. Baseline Engineering is the City's on-call Civil Engineer. He said the subcontractor is the same engineer who built both of the City's one million gallon tanks. He expects construction to start next season. He confirmed the \$330,700 was strictly just for the design of the tank, not the construction. Mayor Spellman added that of the 20-million-dollar loan, 5 million was earmarked for water improvement, which includes this item.

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 83-2021, a Resolution approving the Design Services Contract with Baseline Engineering Consultants for the Elkhorn Water Tank in an amount not to exceed \$330,700.

MOTION PASSED

There was no discussion, and the motion **PASSED** unanimously.

9. CITY MANAGER REPORTS:

City Manager Cole said he asked Finance Director Hillis to look into what the Denver-Boulder CPI would have been over the last 20 years to recommend to Council regarding an increase to the employee's Holiday Bonus, which has been \$300. The results came back at roughly \$552, so staff recommends approval to award \$425 this year and perhaps reconsider something else for next year.

It was **MOVED** by Alderman Armbright and **SECONDED** by Alderman Bennett to authorize a Holiday Bonus in the amount of \$425 for employees. There was no discussion, and the motion **PASSED** unanimously.

10. CITY ATTORNEY:

City Attorney Hoffmann had nothing to report.

11. EXECUTIVE
SESSION:

City Attorney Hoffmann recommended item number 5 for Executive Session related to City-owned property on Gregory Hill/Bobtail Hill, formerly known as Miners Mesa.

**MOTION TO ADJOURN
INTO EXECUTIVE
SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:20 p.m. to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

MOTION PASSED

There was no discussion, and the motion **PASSED** unanimously.

**MOTION TO
ADJOURN**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn the Executive Session at 3:40 p.m.

MOTION PASSED

There was no discussion, and the motion **PASSED** unanimously

12. ADJOURNMENT:

Mayor Spellman declared the Regular Meeting of the City Council adjourned at 3:40 p.m.

Melissa A. Greiner, CMC
City Clerk

David D. Spellman
Mayor

RESOLUTION 84-2021

A RESOLUTION MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION OF A PARCEL OF LAND TO THE CITY OF BLACK HAWK, COLORADO, KNOWN AS THE LAKE GULCH WHISKEY RESORT ANNEXATION

RESOLUTION 85-2021

A RESOLUTION MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION OF PARCELS OF LAND TO THE CITY OF BLACK HAWK, COLORADO, KNOWN AS THE LAKE GULCH WHISKEY RESORT ANNEXATION

RESOLUTION 86-2021

A RESOLUTION MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION OF A PARCEL OF LAND TO THE CITY OF BLACK HAWK, COLORADO, KNOWN AS THE LAKE GULCH WHISKEY RESORT ANNEXATION

RESOLUTION 87-2021

A RESOLUTION MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION OF A PARCEL OF LAND TO THE CITY OF BLACK HAWK, COLORADO, KNOWN AS THE LAKE GULCH WHISKEY RESORT ANNEXATION

RESOLUTION 88-2021

A RESOLUTION MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION OF A PARCEL OF LAND TO THE CITY OF BLACK HAWK, COLORADO, KNOWN AS THE LAKE GULCH WHISKEY RESORT ANNEXATION

RESOLUTION 89-2021

A RESOLUTION MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION OF A PARCEL OF LAND TO THE CITY OF BLACK HAWK, COLORADO, KNOWN AS THE LAKE GULCH WHISKEY RESORT ANNEXATION

RESOLUTION 90-2021

A RESOLUTION MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION OF A PARCEL OF LAND TO THE CITY OF BLACK HAWK, COLORADO, KNOWN AS THE LAKE GULCH WHISKEY RESORT ANNEXATION

RESOLUTION 91-2021

A RESOLUTION MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION OF A PARCEL OF LAND TO THE CITY OF BLACK HAWK, COLORADO, KNOWN AS THE LAKE GULCH WHISKEY RESORT ANNEXATION

**COUNCIL BILL 40
ORDINANCE 2021-40**

A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF PARCEL NO. 8, CONSISTING OF CONTIGUOUS UNINCORPORATED TERRITORY IN GILPIN COUNTY ALSO KNOWN AS A PORTION OF THE LAKE GULCH WHISKEY RESORT ANNEXATION

**COUNCIL BILL 41
ORDINANCE 2021-41**

A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF PARCEL NO. 9, CONSISTING OF CONTIGUOUS UNINCORPORATED TERRITORY IN GILPIN COUNTY ALSO KNOWN AS A PORTION OF THE LAKE GULCH WHISKEY RESORT ANNEXATION

**COUNCIL BILL 42
ORDINANCE 2021-42**

A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF PARCEL NO. 10, CONSISTING OF CONTIGUOUS UNINCORPORATED TERRITORY IN GILPIN COUNTY ALSO KNOWN AS A PORTION OF THE LAKE GULCH WHISKEY RESORT ANNEXATION

**COUNCIL BILL 43
ORDINANCE 2021-43**

A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF PARCEL NO. 11, CONSISTING OF CONTIGUOUS UNINCORPORATED TERRITORY IN GILPIN COUNTY ALSO KNOWN AS A PORTION OF THE LAKE GULCH WHISKEY RESORT ANNEXATION

**COUNCIL BILL 44
ORDINANCE 2021-44**

A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF PARCEL NO. 12, CONSISTING OF CONTIGUOUS UNINCORPORATED TERRITORY IN GILPIN COUNTY ALSO KNOWN AS A PORTION OF THE LAKE GULCH WHISKEY RESORT ANNEXATION

**COUNCIL BILL 45
ORDINANCE 2021-45**

A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF PARCEL NO. 13, CONSISTING OF CONTIGUOUS UNINCORPORATED TERRITORY IN GILPIN COUNTY ALSO KNOWN AS A PORTION OF THE LAKE GULCH WHISKEY RESORT ANNEXATION

**COUNCIL BILL 46
ORDINANCE 2021-46**

A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF PARCEL NO. 14, CONSISTING OF CONTIGUOUS UNINCORPORATED TERRITORY IN GILPIN COUNTY ALSO KNOWN AS A PORTION OF THE LAKE GULCH WHISKEY RESORT ANNEXATION

**COUNCIL BILL 47
ORDINANCE 2021-47**

A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF PARCEL NO. 15, CONSISTING OF CONTIGUOUS UNINCORPORATED TERRITORY IN GILPIN COUNTY ALSO KNOWN AS A PORTION OF THE LAKE GULCH WHISKEY RESORT ANNEXATION

**COUNCIL BILL 48
ORDINANCE 2021-48**

A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF PARCEL NO. 16, CONSISTING OF CONTIGUOUS UNINCORPORATED TERRITORY IN GILPIN COUNTY ALSO KNOWN AS A PORTION OF THE LAKE GULCH WHISKEY RESORT ANNEXATION

**COUNCIL BILL 49
ORDINANCE 2021-49**

A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF PARCEL NO. 17, CONSISTING OF CONTIGUOUS UNINCORPORATED TERRITORY IN GILPIN COUNTY ALSO KNOWN AS A PORTION OF THE LAKE GULCH WHISKEY RESORT ANNEXATION

**COUNCIL BILL 50
ORDINANCE 2021-50**

A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF PARCEL NO. 18, CONSISTING OF CONTIGUOUS UNINCORPORATED TERRITORY IN GILPIN COUNTY ALSO KNOWN AS A PORTION OF THE LAKE GULCH WHISKEY RESORT ANNEXATION

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

Resolution No. 84-2021

**TITLE: A RESOLUTION MAKING CERTAIN FINDINGS OF FACT
REGARDING THE PROPOSED ANNEXATION OF A
PARCEL OF LAND TO THE CITY OF BLACK HAWK,
COLORADO, KNOWN AS THE LAKE GULCH WHISKEY
RESORT ANNEXATION**

WHEREAS, a Petition in Annexation was filed with the City Clerk on September 21, 2021, requesting the annexation of certain unincorporated territory located in the County of Gilpin, State of Colorado, otherwise known as the Lake Gulch Whiskey Resort Annexation No. 8, and described in the attached **Exhibit A**;

WHEREAS, said Petition in Annexation was forwarded by the City Clerk to the City Council;

WHEREAS, the City Council of the City of Black Hawk, Colorado, by resolution passed on October 13, 2021, found substantial compliance of said Petition with C.R.S. § 31-12-107(1);

WHEREAS, the City Council of the City of Black Hawk, Colorado, conducted a public hearing on December 8, 2021, as required by law to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 to establish eligibility for annexation of that property described in Exhibit A;

WHEREAS, public notice of such public hearing was published once a week for four (4) consecutive weeks and notice by registered mail was given to the Clerk of the Board of County Commissioners, the County Attorney, the school district and to any special district having territory in the area to be annexed as required by law;

WHEREAS, the public hearing on said annexation Petitions was conducted in accordance with the requirements of the law; and

WHEREAS, pursuant to C.R.S. § 31-12-110, the City Council, sitting as the governing body of the City of Black Hawk, Colorado, is required to set forth its findings of fact and its conclusion as to the eligibility for annexation to the City of Black Hawk of the property described in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. With regard to the annexation of the territory described in **Exhibit A**, attached hereto and incorporated herein, the applicable provisions of C.R.S. § 31-12-104 have been met in that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the City; and therefore, because of such contiguity, a community of interest exists between the territory proposed to be annexed and the City; the territory proposed to be annexed is urban or will be urbanized in the near future, and the territory proposed to be annexed is integrated or is capable of being integrated with the City.

Section 2. The applicable provisions of C.R.S. § 32-12-105 have been met in that no land held in identical ownership has been divided or included without written consent of the owner thereof; that no annexation proceedings have been commenced by another municipality; that the annexation will not result in the detachment of area from a school district; that the annexation will not result in the extension of a municipal boundary more than three (3) miles; that the City has in place a plan for said three-mile area; and that in establishing the boundaries of the area to be annexed the entire width of any street or alley is included within the area annexed.

Section 3. An annexation election is not required under C.R.S. § 31-12-107(2) and that no additional terms or conditions are to be imposed upon the area to be annexed other than as contained in the Annexation Agreement, a copy of which is attached hereto and incorporated herein as **Exhibit B**.

Section 4. The Annexation Agreement between the City of Black Hawk and Proximo Distillers, LLC, is hereby approved and the Mayor and City Clerk are authorized and directed to execute the same.

Section 5. The property described in the attached Exhibit A is eligible for annexation to the City of Black Hawk and all requirements of law have been met for such annexation, including the requirements of C.R.S. §§ 31-12-104 and 31-12-105, as amended.

Section 6. An ordinance annexing to the City of Black Hawk that property described in the attached Exhibit A shall be considered by this City Council pursuant to C.R.S. § 31-12-111.

Section 7. Effective Date. This Resolution shall take effect upon adoption by the City Council. However, by operation of C.R.S. § 31-12-113(2), the annexation will not become effective until the City Clerk completes the filings required by statute.

RESOLVED AND PASSED this 8th day of December, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

EXHIBIT A

Lake Gulch Whiskey Resort Annexation No. 8

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S $68^{\circ}57'51''$ E a distance of 5,143.78 feet to a point of intersection of the easterly right-of-way of the Central City Parkway with line 2-3 of the Rickard Lode, US Mineral Survey No. 16283, being the Point of Beginning.

thence along said line 2-3 of the said Rickard Lode N $67^{\circ}02'38''$ E a distance of 151.48 feet to the point of intersection with the westerly edge of Lake Gulch Road, County Road 6;

Thence along said westerly edge of Lake Gulch Road the following 29 courses:

1. S $13^{\circ}41'03''$ W a distance of 8.03 feet;
2. S $14^{\circ}06'12''$ W a distance of 47.47 feet;
3. S $11^{\circ}45'46''$ W a distance of 30.01 feet;
4. S $13^{\circ}18'52''$ W a distance of 16.19 feet;
5. S $10^{\circ}22'47''$ W a distance of 30.89 feet;
6. S $09^{\circ}29'42''$ W a distance of 29.84 feet;
7. S $11^{\circ}50'43''$ W a distance of 31.10 feet;
8. S $11^{\circ}03'12''$ W a distance of 31.96 feet;
9. S $10^{\circ}04'56''$ W a distance of 25.32 feet;
10. S $11^{\circ}08'36''$ W a distance of 28.47 feet;
11. S $32^{\circ}41'53''$ E a distance of 45.93 feet;
12. S $44^{\circ}08'01''$ E a distance of 32.98 feet;
13. S $52^{\circ}04'36''$ E a distance of 29.05 feet;
14. S $54^{\circ}42'27''$ E a distance of 53.29 feet;
15. S $58^{\circ}03'45''$ E a distance of 31.69 feet;
16. S $59^{\circ}18'04''$ E a distance of 26.18 feet;
17. S $63^{\circ}19'05''$ E a distance of 29.46 feet;

18. S 60° 16' 48" E a distance of 29.96 feet;
19. S 61° 39' 09" E a distance of 33.24 feet;
20. S 61° 28' 38" E a distance of 32.24 feet;
21. S 55° 46' 17" E a distance of 28.96 feet;
22. S 56° 17' 05" E a distance of 38.09 feet;
23. S 51° 45' 51" E a distance of 56.22 feet;
24. S 48° 44' 08" E a distance of 90.36 feet;
25. S 45° 53' 24" E a distance of 47.21 feet;
26. S 43° 37' 26" E a distance of 41.82 feet;
27. S 45° 38' 04" E a distance of 26.06 feet;
28. S 49° 36' 04" E a distance of 30.59 feet;
29. S 53° 53' 44" E a distance of 14.21 feet to the point of intersection with the south line of the southeast 1/4 of Section 18;

thence N 89° 44' 17" W along said southeast 1/4 of Section 18 a distance of 269.81 feet to the easterly right-of-way of Central City Parkway;

Thence along said easterly right-of-way of the Central City Parkway the following 4 (four) courses:

1. along a non-tangent curve concave to the southwest having a central angle of 23° 07' 24", a radius of 760.00 feet, an arc distance of 306.72 feet and a chord bearing N 36° 26' 18" W a chord distance of 304.64 feet;
2. N 48° 00' 00" W a distance of 77.39 feet;
3. along a curve concave to the northwest, having a central angle of 48° 00' 00", a radius of 400.00 feet, an arc distance of 335.10 feet;
4. thence N 00° 00' 00" E a distance of 60.75 feet to the Point of Beginning, containing 2.17 acres more or less.

Exhibit B

Annexation Agreement

**COMBINED ANNEXATION AGREEMENT REGARDING THE SO-CALLED
"BULGE" PROPERTY AND FIRST AMENDMENT TO PREVIOUS ANNEXATION
AGREEMENT BETWEEN THE CITY AND PROXIMO DISTILLERS, LLC**

THIS COMBINED ANNEXATION AGREEMENT REGARDING THE SO-CALLED "BULGE" PROPERTY AND FIRST AMENDMENT TO PREVIOUS ANNEXATION AGREEMENT (collectively this "Agreement") is made and entered into as of the ____ day of _____, 2021 by and between PROXIMO DISTILLERS, LLC (hereinafter referred to as the "Property Owner"), and the CITY OF BLACK HAWK, a home rule municipal corporation of the State of Colorado (hereinafter referred to as the "City" and, collectively with the Property Owner, as the "Parties").

A. The Property Owner is the owner of certain real property (the "Property") situated in the County of Gilpin, State of Colorado, which Property is described in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. The Property Owner desires to have the Property annexed to the City.

C. In addition, the Parties have previously entered into that Annexation Agreement dated March 17, 2020 and recorded in the public records of Gilpin County on April 14, 2020 as Reception Number 165905 (the "Previous Annexation Agreement") regarding the property more particularly described in **Exhibit B**, attached hereto, and incorporated herein by this reference, by which the City annexed other property owned by the Property Owner, and the Parties desire to amend the provisions of the Previous Annexation Agreement only as more particularly described in Section 4.c. of this Agreement. All other provisions of this Agreement solely relate to the annexation of the Property.

D. The City wishes to annex the Property in a series of annexations, and zone the Property into the City, and shall consider the annexation petitions and zoning application for the Property upon the condition that this Agreement is approved by the City and is executed by the City and the Property Owner.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the City and the Property Owner hereby agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.

2. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by the Property Owner upon annexation and initial development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the City of Black Hawk Zoning Ordinance and Subdivision Regulations, as amended, any and all state statutes, and the City of Black Hawk Home Rule Charter and the ordinances of the City.

3. Definitions. As used in this Agreement, the following terms shall have the meanings indicated:

a. *Annexation Ordinance(s)*. An ordinance or ordinances of the City annexing the Property, or any portion thereof, to the City.

b. *Effective Date of Annexation*. As set forth in Section 5 hereof.

c. *Legal Challenge*. For purposes of this Agreement, either of the following will constitute a Legal Challenge: (i) any third party commences any legal proceeding, request for reconsideration pursuant to C.R.S. § 31-12-116, or other action that directly or indirectly challenges (A) this Agreement or (B) the annexation and/or initial zoning of the Property; or (ii) any third party submits a petition for a referendum or other challenge seeking to reverse or nullify any such ordinances or actions.

d. *Zoning Ordinance*. An ordinance or ordinances zoning the Property, or any portion thereof.

4. Zoning and Development.

a. Zoning. The Property Owner is entering into this Agreement and is undertaking the obligations imposed upon the Property Owner herein in reliance upon the City's adoption of certain ordinances annexing the Property into the City and the taking of the following additional actions more particularly described in Section 4.b. regarding the permitted development of the Property.

b. Permitted Development. All development of the Property shall be conducted in accordance with this Agreement, City ordinances and regulations, and applicable state and federal law and regulations. The Property Owner specifically agrees that the design, improvement, construction, development, and use of the Property shall be in conformance with, and that the Property Owner shall comply with, all City ordinances and resolutions, including, without limitation, ordinances and resolutions pertaining to annexation, subdivision, zoning, storm drainage, utilities, and flood control. The City shall allow and permit the development of the Property upon submission of proper application and payment of fees imposed by City ordinances and regulations. In the case of conflict between City ordinances and regulations and the terms of this Agreement, this Agreement shall control. Specifically, the Parties agree that all development of the Property shall be conducted in accordance with the Lake Gulch Whiskey Resort Planned Unit Development Amendment 1 (the "PUD Amendment 1"), approved by the City by ordinance concurrently with the approval of the annexation of the Property and this Agreement.

c. Application to Previous Annexation Agreement. The City and Property Owner specifically agree that the PUD Amendment 1 is and shall be the zoning applicable to the Previous Annexation Agreement, and the PUD Amendment 1 is and shall be deemed an amendment to the Previous Annexation Agreement.

5. Effective Date of Annexation. The annexation of the Property to the City shall become effective upon the filing of the Annexation Ordinance(s) and map(s) with the Clerk & Recorder of Gilpin County, Colorado, pursuant to C.R.S. § 31-12-113(2). The City shall make such filing upon the last to occur of the following, and not otherwise:

- a. Final approval of the Annexation Ordinance(s);
 - b. Final approval of the Zoning Ordinance; and
 - c. Expiration of the time for a Legal Challenge to the Annexation Ordinance(s) or the Zoning Ordinance.
6. City Fees.
- a. Administrative Fee. The Property Owner hereby agrees to pay the City the actual cost plus fifteen percent (15%) to defray the administrative and review expenses of the City, and for planning, engineering, surveying, and legal services rendered in connection with the review of the annexation of the Property, which costs shall be the City's reasonable and documented actual costs, not including any costs incurred before January 3, 2020, and which will be invoiced to the Property Owner on a monthly basis by the City Manager. In addition, the Property Owner shall reimburse the City for the actual cost of making corrections or additions to the official City Map, with a fee for recording such map, if necessary, and accompanying documents with the Clerk & Recorder of Gilpin County, Colorado.
 - b. Impact Fees/Cash in Lieu of Land Dedication. The City as an inducement to the annexation of the Property hereby waives the imposition of the City's Parking Impact Fee otherwise required by Article VI of Chapter 4 of the Black Hawk Municipal Code, and further waives the imposition of the Fire and Police Protection Impact Fee otherwise required by Article VII of Chapter 4 of the Black Hawk Municipal Code.
 - c. Enforcement; Amendment. The City may withhold any plat approval or withhold the issuance of any permits for construction or occupancy for failure to pay City fees as provided herein. All fees recited in this Agreement shall be subject to amendment by the City Council by ordinance so long as any amendment is City-wide and generally applicable. Any amendment to such fees shall be incorporated into this Agreement as if originally set forth herein.
7. Summary Exhibit Depicting Land Exchange. The Parties agree that **Exhibit C**, attached hereto and incorporated herein by this reference, depicts the land exchange more particularly described in Section 8.
8. Land Exchange. The City and the Property Owner completed a property exchange whereby the City granted to the Property Owner a portion of the Dale Lode and a portion of the Annex Lode, and the Property Owner granted to the City a portion of Government Lot 122 and a portion of the Elizabeth Lode. This property exchange is in lieu of and satisfies any open space dedication requirement which the City could otherwise have made a condition of annexation or subdivision of the Property.
9. Dedication of Property for Miners Road and Lake Gulch Road. In addition to the obligations set forth in the Previous Annexation Agreement, Property Owner agrees to dedicate to the City all road right-of-way in fee simple, plus necessary permanent easements, and, if necessary,

temporary construction easements to accomplish the construction of both the Miners Road Extension Nos. 1 and 2 and Lake Gulch Road to serve the project as contemplated by the approved PUD Amendment 1. Such road right-of-way and necessary permanent easements shall be conveyed by separate document upon request of the City, and Property Owner further agrees to provide the temporary construction easements on Property Owner's property if necessary to allow the construction of Miners Road and Lake Gulch Road. Such temporary easements may be necessary, for example, if the City is the entity causing construction of the roads across the Property Owner's property.

10. Utilities.

a. Water Service. Upon annexation, the City shall provide municipal domestic water service to the Property in accordance with the uses authorized by the City's approval of the PUD Amendment 1 and the water service needs of such uses at full build-out of such PUD.

b. Sewer Service. The Property Owner shall be required to apply to the Black Hawk-Central City Sanitation District (the "Sanitation District") for inclusion into the Sanitation District's service area and corresponding service by the Sanitation District in accordance with the Rules, Regulations, and Resolutions in effect for the entire Sanitation District at the time of subdivision application.

c. Water Tap and System Development Fees. Based on the proposed uses for the Property in accordance with the PUD Amendment 1, the Property Owner shall require an appropriately sized water tap and the construction of water infrastructure to serve the Property consistent with the provisions of Section 10.c. of the Previous Annexation Agreement, which provisions are incorporated herein by reference.

d. Undergrounding of Utilities. The Property Owner shall be obligated to construct underground all utilities constructed pursuant to this Agreement and necessary to serve the Property.

e. Easements. The Property Owner agrees to dedicate to the City by plat all utility easements within the Property and elsewhere as necessary to provide for the location of water distribution, collection, and transmission lines and related facilities.

11. Other Terms and Condition of Annexation.

a. Exclusion from Timberline Fire Protection District. The Parties acknowledge that the Property Owner has commenced proceedings to exclude the Property, as well as the "Property" as defined in the Previous Annexation Agreement, from the boundaries of the Timberline Fire Protection District ("TFPD"), and TFPD has scheduled a hearing to consider such exclusion.

b. ESTIP Rebate. The City will rebate to the Property Owner twenty-five percent (25%) of taxes collected on the Property under the Enhanced Sales Tax Incentive Program for the purpose of assisting the Property Owner in operation of shuttle service to bring

guests to and from the Property to shuttle stops located in the City, should the Property Owner elect to operate such service at any time.

c. Use Tax Rebates. The provisions of section 11(b) of the Previous Annexation Agreement shall be read to include the Property in addition to the "Property" as defined in the Previous Annexation Agreement.

d. Participation Agreements. The provisions of section 11(e) of the Previous Annexation Agreement are incorporated herein by reference.

e. Further Cooperation. The provisions of section 11(g) of the Previous Annexation Agreement are incorporated herein by reference.

12. Vested Rights.

a. Waiver. The Property Owner waives any prior vested property rights acquired in Gilpin County so long as the Property remains annexed into the City.

b. Vested Rights Created. Consistent with the purpose of this Agreement, the Parties hereby agree that the Annexation and Zoning Ordinances shall constitute a "site specific development plan" as defined in C.R.S. §24-68-102(4); that certain rights shall be vested property rights as provided in this Agreement; and that the Property Owner and its designated successors and assigns shall have a vested property right to undertake and complete development and use of the Property as provided in this Agreement. The rights and obligations under this Agreement shall vest in the Property Owner and its designated successors and assigns as benefits and burdens to the land and shall run with title to the land.

c. Rights That are Vested. Only the rights that are identified herein shall constitute vested property rights under this Agreement. These rights are as follows:

- i. The right to be protected against the City initiating any zoning action to reduce the zoning entitlements granted upon annexation of the Property as more particularly described in Section 4;
- ii. The right to develop the Property and engage in land uses in the manner and to the extent set forth on the terms and conditions set forth herein;
- iii. The right to continue and complete development of the Property with conditions, standards, dedications, and requirements that are no more onerous than those then being imposed by the City on other developers within the City's municipal boundaries on a reasonably uniform and consistent basis, except to the extent such conditions, standards, dedications, and requirements conflict with the terms and conditions of this Agreement, in which event this Agreement shall control;
- iv. The right to be protected against the City approving a special or metropolitan taxing district that includes within its boundaries all or any portion of the Property, without the written consent of the Property Owner first being obtained in each instance,

except that this provision shall not apply if the boundaries of the taxing district include the entire municipal boundaries of the City and if the creation of such a taxing district is approved by the entire electorate of the City; and

- v. The City will support the Property Owner's establishment of a metropolitan district, implementation of a public improvement fee, and/or application for any state or federal incentive programs, including, but not limited to, private activity bonds.

- d. Term of Vested Rights. The rights identified in this Section shall continue and have a duration until three (3) years after the date hereof and shall be applicable not just to the Property but also to the "Property" as defined in the Previous Annexation Agreement. Extension of this period of vesting may be granted by the City in its sole discretion, upon request of the Property Owner or its designated successors and assigns.

- e. Compliance with General Regulations. The establishment of the rights vested under this Agreement shall not preclude the application of City regulations of general applicability including, but not limited to, building, fire, plumbing, engineering, electrical, and mechanical codes, or the application of regional, state, or federal regulations, as all of the foregoing exist on the date of this Agreement or may be enacted or amended after the date hereof, except as otherwise provided herein. The Property Owner does not waive its rights to oppose adoption of any such regulations and shall expressly not be obligated to annex into or otherwise submit to the authority of any local improvement districts.

13. Remedies.

- a. The Property Owner's remedies against the City for the City's breach of this Agreement include: (i) breach of contract claims; and (ii) specific performance of the non-legislative obligations of the City as set forth herein.

- b. The City's remedies against the Property Owner for the Property Owner's breach of this Agreement include:

- i. The refusal to issue any building permit or certificate of occupancy;
- ii. A demand that the security given for the completion of the public improvements be paid or honored; and
- iii. Any other remedy available at law, with the exception of specific performance to compel the Property Owner to develop, construct, maintain, or operate all or any portion of the Lake Gulch Whiskey Resort, or damages for the Property Owner's failure to do so, to the extent that the Property Owner determines in its sole discretion that such development, construction, maintenance, or operation is not commercially practicable.

- c. Rights to Cure. Should any Party fail to comply with the terms of this Agreement, the other Party or Parties shall give written notice of breach or default and a period of thirty (30) days after receipt of said notice in which to cure any such breach or default; provided,

however, if the breach or default is not reasonably susceptible of cure within such thirty (30) day period, there shall be given an additional period of time as may be reasonably necessary to complete the cure provided that the breaching or defaulting Party commences to cure the breach or default within such thirty (30) day period and thereafter diligently pursue the same to completion. Should the breaching or defaulting Party fail to cure any such breach or default, the other Party or Parties shall have the right to pursue all equitable remedies.

14. Authority of the City. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the City's legislative, governmental, or police powers to promote and protect the health, safety, and general welfare of the City or its inhabitants; nor shall this Agreement prohibit the enactment by the City of any tax or fee that is of uniform or general application, all in conformance with Colorado Revised Statutes.

15. Force Majeure – Development Restrictions or Delays. In the event of the unavailability of water and sewer taps necessary for the development and use of the Property as contemplated herein, or in the event of the imposition of any moratorium or other ordinance or action by the City or any other governmental or quasi-governmental authority that materially prevents or delays development or use of the Property, the Property Owner's obligations hereunder to pay fees or to construct or convey to the City improvements shall be suspended for a period of time equal to the time period in which such described events either delay or prevent development or use of the Property. The term "material" as used herein means the inability of the Property Owner to obtain plat approval, building permits, or certificates of occupancy.

16. Construction of Public Streets. As specified and limited by Section 9 of this Agreement and the Previous Annexation Agreement, the Property Owner agrees to design, construct, pave, improve, and provide signage, lighting (or conduit to support future construction of lighting to be decided at the time of approval of the subdivision and/or site development plan of the Property), and signalization for all public streets and other public ways within or adjacent to the Property in accordance with City ordinances and resolutions and other applicable standards except as modified pursuant to the approval of the PUD Amendment 1, subject to any reimbursement which may be provided for in such ordinances, resolutions, and standards, and to make such other improvements as required by City ordinances and resolutions, to guarantee construction of all required improvements. If requested by the City, the Property Owner agrees to enter into an agreement reasonably satisfactory to the Property Owner pertaining to such improvements and other matters prior to any development of the Property.

17. Severability. The Parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.

18. Municipal Services. The City agrees to make available to the Property all of the usual municipal services in accordance with the ordinances and policies of the City. The Property

Owner acknowledges that City services do not include, as of the date of the execution of this Agreement, sanitary sewer services, which are provided by the Sanitation District.

19. Amendments. This Agreement may be amended by the City and the Property Owner. Such amendments shall be in writing, shall be recorded with the Clerk & Recorder of Gilpin County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the Property subject to the amendment unless otherwise specified in the amendment. Except as otherwise provided herein, this Agreement shall not be amended unless approved in writing by all Parties.

20. Entire Agreement. This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties.

21. Indemnification. The Property Owner agrees to indemnify and hold harmless the City and the City's officers, employees, agents, and contractors from and against all liability, claims, and demands, including attorneys' fees and court costs, that arise out of action by the City in order to enforce this Agreement, with the exception of enforcement of this Agreement against the Property Owner if the Property Owner substantially prevails. The Property Owner further agrees to investigate, handle, respond to, provide defense for and defend against or, at the City's option, to pay the reasonable and documented attorneys' fees for defense counsel of the City's choice for, any such liability, claims, or demands.

22. Assignment. As used in this Agreement, the term "Property Owner" shall include any of the heirs, transferees, successors or assigns of the Property Owner, and all such parties shall have the right to enforce this Agreement, and shall be subject to the terms of this Agreement, as if they were the original parties thereto.

23. Effect of City Ordinances and Resolutions. As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any City ordinance, resolution, or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, or policy, and the Parties agree that such amendments or revisions shall be binding upon the Property Owner.

24. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, transferees, successors, and assigns of each Party, and shall constitute covenants running with the land. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction. In the event this Agreement is terminated as permitted herein, and the Property is not annexed, the City agrees to execute a sufficient release for recording.

25. Legislative Discretion. The Property Owner acknowledges that the annexation and zoning of the Property are subject to the legislative discretion of the City Council of the City of Black Hawk. No assurances of annexation or zoning have been made or relied upon by the Property Owner. In the event that, in the exercise of its legislative discretion, any action with respect to the Property herein contemplated is not taken, then the sole and exclusive remedy for the breach hereof accompanied by the exercise of such discretion, shall be the withdrawal of the

petition for annexation by the Property Owner, or disconnection from the City in accordance with state law, as may be appropriate.

26. Business Discretion. Notwithstanding anything to the contrary set forth in this Agreement, neither this Agreement nor any other documents provided by any Party in connection with the annexation or zoning of the Property shall be deemed to create any obligation of the Property Owner to commence or continue the development, construction, maintenance, or operation of the Property or to conduct any other activities on the Property, and the Property Owner shall be entitled to terminate such activities in its sole discretion at any time.

27. Recordation of Agreement. This Agreement shall be recorded with the Clerk & Recorder of Gilpin County, Colorado, at the Property Owner's expense, shall run with the land, and shall be binding upon and shall inure to the benefit of the heirs, successors, and permitted assigns of the Parties.

28. Effective Date. This Agreement shall be effective and binding upon the Parties immediately upon execution by all of the Parties.

29. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should any Party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Gilpin County, Colorado.

30. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective on the earlier of actual receipt or seventy-two (72) hours after deposit in the United States Mail with the proper address as set forth below. Any Party by notice so given may change the address to which future notices shall be sent.

To the City: Stephen N. Cole, City Manager
P. O. Box 68
Black Hawk, CO 80422

With copy to: Corey Y. Hoffmann, Esq.
Hoffmann, Parker, Wilson & Carberry, P.C.
511 16th Street, Suite 610
Denver, CO 80202

To the Property Owner: Proximo Distillers, LLC
Attn: Dean Mades, General Counsel
3 Second Street, Suite 1101
Jersey City, NJ 07302

With copy to: Frasca, Joiner, Goodman & Greenstein, P.C.
Attn: Harmon Zuckerman, Esq.
4750 Table Mesa Drive

Boulder, CO 80305

31. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement have set their hands and seals the day and year first written above.

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

PROXIMO DISTILLERS, LLC

By: Michael J. Keyes

STATE OF New York)
COUNTY OF NASSAU) ss.

The above and foregoing signature of Michael J. Keyes was subscribed and sworn to before me this 7th day of December, 2021.

Witness my hand and official seal.

My commission expires: 1/14/2023

MARIA FRISONE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01FR4976399
Qualified in NASSAU COUNTY
Commission Expires 01/14/23

Maria Frisone
Notary Public

EXHIBIT A

Legal Description of the Property

Lake Gulch Whiskey Resort Annexation No. 8

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S $68^{\circ}57'51''$ E a distance of 5,143.78 feet to a point of intersection of the easterly right-of-way of the Central City Parkway with line 2-3 of the Rickard Lode, US Mineral Survey No. 16283, being the Point of Beginning.

thence along said line 2-3 of the said Rickard Lode N $67^{\circ}02'38''$ E a distance of 151.48 feet to the point of intersection with the westerly edge of Lake Gulch Road, County Road 6;

Thence along said westerly edge of Lake Gulch Road the following 29 courses:

1. S $13^{\circ}41'03''$ W a distance of 8.03 feet;
2. S $14^{\circ}06'12''$ W a distance of 47.47 feet;
3. S $11^{\circ}45'46''$ W a distance of 30.01 feet;
4. S $13^{\circ}18'52''$ W a distance of 16.19 feet;
5. S $10^{\circ}22'47''$ W a distance of 30.89 feet;
6. S $09^{\circ}29'42''$ W a distance of 29.84 feet;
7. S $11^{\circ}50'43''$ W a distance of 31.10 feet;
8. S $11^{\circ}03'12''$ W a distance of 31.96 feet;
9. S $10^{\circ}04'56''$ W a distance of 25.32 feet;
10. S $11^{\circ}08'36''$ W a distance of 28.47 feet;
11. S $32^{\circ}41'53''$ E a distance of 45.93 feet;
12. S $44^{\circ}08'01''$ E a distance of 32.98 feet;
13. S $52^{\circ}04'36''$ E a distance of 29.05 feet;
14. S $54^{\circ}42'27''$ E a distance of 53.29 feet;
15. S $58^{\circ}03'45''$ E a distance of 31.69 feet;

16. S 59° 18' 04" E a distance of 26.18 feet;
17. S 63° 19' 05" E a distance of 29.46 feet;
18. S 60° 16' 48" E a distance of 29.96 feet;
19. S 61° 39' 09" E a distance of 33.24 feet;
20. S 61° 28' 38" E a distance of 32.24 feet;
21. S 55° 46' 17" E a distance of 28.96 feet;
22. S 56° 17' 05" E a distance of 38.09 feet;
23. S 51° 45' 51" E a distance of 56.22 feet;
24. S 48° 44' 08" E a distance of 90.36 feet;
25. S 45° 53' 24" E a distance of 47.21 feet;
26. S 43° 37' 26" E a distance of 41.82 feet;
27. S 45° 38' 04" E a distance of 26.06 feet;
28. S 49° 36' 04" E a distance of 30.59 feet;
29. S 53° 53' 44" E a distance of 14.21 feet to the point of intersection with the south line of the southeast 1/4 of Section 18;

thence N 89° 44' 17" W along said southeast 1/4 of Section 18 a distance of 269.81 feet to the easterly right-of-way of Central City Parkway;

Thence along said easterly right-of-way of the Central City Parkway the following 4 (four) courses:

1. along a non-tangent curve concave to the southwest having a central angle of 23° 07' 24", a radius of 760.00 feet, an arc distance of 306.72 feet and a chord bearing N 36° 26' 18" W a chord distance of 304.64 feet;
2. N 48° 00' 00" W a distance of 77.39 feet;
3. along a curve concave to the northwest, having a central angle of 48° 00' 00", a radius of 400.00 feet, an arc distance of 335.10 feet;
4. thence N 00° 00' 00" E a distance of 60.75 feet to the Point of Beginning, containing 2.17 acres more or less.

Lake Gulch Whiskey Resort Annexation No. 9

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S $70^{\circ}40'20''$ E a distance of 5,087.72 feet to a point of intersection of the easterly Right-of-Way line of the Central City Parkway with line 4-1 of the Rickard Lode, US Mineral Survey No. 16283, being the Point of Beginning.

Thence along said Easterly Right-of-Way line the following 2 courses:

1. N $00^{\circ}00'00''$ E, a distance of 96.07 feet to a point of curvature;
2. 24.98 feet along the arc of a curve to the left, with a radius of 760.00 feet, a central angle of $01^{\circ}53'01''$, and whose chord bears N $00^{\circ}56'30''$ W, a chord distance of 24.98 feet to the point of intersection with line 4-3 of the Pine Tree Lode, Mineral Survey No. 5080;

Thence N $45^{\circ}54'58''$ E along said line 4-3 of said Pine Tree Lode, a distance of 92.12 feet to corner no. 3 of the said Pine Tree Lode;

Thence N $44^{\circ}01'46''$ W along line 3-2 of the said Pine Tree Lode, a distance of 125.48 feet to a point of non-tangent curvature being a point on said Easterly Right-of-Way line of the Central City Parkway;

Thence along said Easterly Right-of-Way line the following 3 courses:

1. 583.79 feet along the arc of a curve to the left, with a radius of 760.00 feet, a central angle of $44^{\circ}00'41''$, an arc distance of 583.79 feet and whose chord bears N $35^{\circ}39'01''$ W, a chord distance of 569.54 feet;
2. N $57^{\circ}39'21''$ W a distance of 123.98 feet to the point of intersection with line 1-4 of the Washingtons Day Lode, Mineral Survey No. 11885;
3. N $39^{\circ}23'17''$ E, along said line 1-4 of said Washingtons Day Lode a distance of 48.50 feet to a point on the Southerly edge of Lake Gulch Road, County Road 6;

Thence along the said Southerly and Westerly edges of Lake Gulch Road the following 49 courses:

1. S $66^{\circ}41'03''$ E, a distance of 4.28 feet;
2. S $66^{\circ}40'06''$ E, a distance of 26.08 feet;
3. S $61^{\circ}34'17''$ E, a distance of 31.12 feet;
4. S $57^{\circ}56'49''$ E, a distance of 28.94 feet;
5. S $54^{\circ}58'57''$ E, a distance of 28.22 feet;
6. S $58^{\circ}52'53''$ E, a distance of 26.50 feet;
7. S $62^{\circ}37'03''$ E, a distance of 31.29 feet;

8. S 68° 24' 20" E, a distance of 28.25 feet;
9. S 67° 48' 40" E, a distance of 31.66 feet;
10. S 69° 00' 03" E, a distance of 30.35 feet;
11. S 69° 23' 51" E, a distance of 31.56 feet;
12. S 69° 16' 06" E, a distance of 30.63 feet;
13. S 69° 40' 34" E, a distance of 29.91 feet;
14. S 70° 53' 21" E, a distance of 28.78 feet;
15. S 73° 08' 35" E, a distance of 29.67 feet;
16. S 76° 41' 49" E, a distance of 30.74 feet;
17. S 81° 25' 50" E, a distance of 30.35 feet;
18. S 85° 47' 52" E, a distance of 29.04 feet;
19. S 85° 57' 08" E, a distance of 28.87 feet;
20. S 85° 10' 50" E, a distance of 29.07 feet;
21. S 84° 02' 37" E, a distance of 25.38 feet;
22. S 82° 55' 20" E, a distance of 27.67 feet;
23. S 83° 57' 02" E, a distance of 33.15 feet;
24. S 85° 25' 50" E, a distance of 33.93 feet;
25. S 87° 06' 51" E, a distance of 31.81 feet;
26. N 89° 52' 43" E, a distance of 27.21 feet;
27. S 85° 37' 54" E, a distance of 28.02 feet;
28. S 75° 08' 14" E, a distance of 29.40 feet;
29. S 53° 47' 50" E, a distance of 22.16 feet;
30. S 38° 37' 56" E, a distance of 27.41 feet;
31. S 18° 09' 05" E, a distance of 27.17 feet;
32. S 07° 44' 55" E, a distance of 29.96 feet;
33. S 04° 13' 02" E, a distance of 30.37 feet;
34. S 00° 41' 58" W, a distance of 17.64 feet;
35. S 00° 41' 58" W, a distance of 12.88 feet;

36. S 01° 13' 29" W, a distance of 32.59 feet;
37. S 00° 03' 20" E, a distance of 31.86 feet;
38. S 02° 47' 46" W, a distance of 27.09 feet;
39. S 06° 12' 17" W, a distance of 35.66 feet;
40. S 16° 17' 42" W, a distance of 33.64 feet;
41. S 24° 29' 21" W, a distance of 26.96 feet;
42. S 28° 41' 22" W, a distance of 43.15 feet;
43. S 34° 24' 43" W, a distance of 28.10 feet;
44. S 40° 01' 56" W, a distance of 28.32 feet;
45. S 43° 22' 45" W, a distance of 38.09 feet;
46. S 41° 40' 02" W, a distance of 36.10 feet;
47. S 37° 13' 45" W, a distance of 34.41 feet;
48. S 31° 34' 31" W, a distance of 34.81 feet;
49. S 26° 02' 44" W, a distance of 15.85 feet to the point of intersection with said line 4-1 of the Rickard Lode;

Thence S 67° 01' 09" W along said line 4-1 of said Rickard Lode, a distance of 222.82 feet to the Point of Beginning, containing 5.96 acres more or less.

Lake Gulch Whiskey Resort Annexation No. 10

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 62° 11' 51" E a distance of 1,552.51 feet to the point of intersection of the easterly right-of-way of the Central City Parkway with line 4-3 of the Success Lode, US Mineral Survey No. 5280, being the Point of Beginning.

Thence N 85° 47' 47" E along said line 4-3 of said Success Lode a distance of 219.43 feet to the point of intersection with line 3-4 of the Meeker Lode, US Mineral Survey No. 769;

thence N 72° 25' 55" E along said line 3-4 of said Meeker Lode a distance of 198.36 feet to corner No. 4 of said Meeker Lode;

thence S 08° 09' 30" E along line 4-5 of said Meeker Lode a distance of 45.96 feet to the point of intersection with said line 4-3 of said Success Lode;

thence N 85° 47' 47" E along said line 4-3 of said Success Lode a distance of 422.83 feet to corner No. 3 of said Success lode;

thence N 62° 22' 36" E a distance of 991.81 feet to corner No. 4 of the Tariff Lode, US Mineral Survey No. 966;

thence N 47° 01' 18" E along line 4-3 of said Tariff Lode a distance of 409.50 feet to the southwesterly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of said Lake Gulch Road the following 48 courses:

1. S 44° 25' 34" E a distance of 6.91 feet;
2. S 47° 16' 09" E a distance of 32.68 feet;
3. S 44° 56' 55" E a distance of 25.56 feet;
4. S 42° 17' 50" E a distance of 25.12 feet;
5. S 41° 52' 51" E a distance of 35.49 feet;
6. S 41° 29' 04" E a distance of 32.24 feet;
7. S 41° 30' 58" E a distance of 32.25 feet;
8. S 39° 40' 26" E a distance of 30.55 feet;
9. S 43° 51' 36" E a distance of 32.77 feet;
10. S 47° 25' 27" E a distance of 31.87 feet;
11. S 47° 57' 34" E a distance of 34.89 feet;
12. S 46° 02' 34" E a distance of 24.23 feet;
13. S 38° 52' 14" E a distance of 35.74 feet;
14. S 33° 48' 48" E a distance of 25.62 feet;
15. S 29° 24' 22" E a distance of 26.77 feet;
16. S 30° 56' 40" E a distance of 26.10 feet;
17. S 37° 52' 45" E a distance of 34.89 feet;
18. S 49° 29' 24" E a distance of 30.84 feet;
19. S 59° 21' 59" E a distance of 28.78 feet;

20. S 61° 44' 13" E a distance of 33.99 feet;
21. S 61° 25' 24" E a distance of 33.19 feet;
22. S 59° 58' 24" E a distance of 27.27 feet;
23. S 51° 35' 16" E a distance of 23.97 feet;
24. S 49° 06' 25" E a distance of 25.35 feet;
25. S 45° 20' 47" E a distance of 26.75 feet;
26. S 43° 58' 04" E a distance of 27.46 feet;
27. S 42° 43' 23" E a distance of 29.05 feet;
28. S 37° 44' 53" E a distance of 27.18 feet;
29. S 34° 08' 31" E a distance of 30.52 feet;
30. S 38° 01' 46" E a distance of 27.43 feet;
31. S 42° 12' 45" E a distance of 28.59 feet;
32. S 43° 31' 15" E a distance of 28.69 feet;
33. S 45° 09' 35" E a distance of 28.28 feet;
34. S 47° 37' 34" E a distance of 28.86 feet;
35. S 48° 21' 34" E a distance of 29.28 feet;
36. S 49° 32' 52" E a distance of 31.07 feet;
37. S 51° 12' 12" E a distance of 31.14 feet;
38. S 52° 37' 45" E a distance of 28.67 feet;
39. S 53° 43' 00" E a distance of 34.13 feet;
40. S 53° 50' 43" E a distance of 24.95 feet;
41. S 50° 23' 24" E a distance of 25.21 feet;
42. S 48° 28' 12" E a distance of 25.02 feet;
43. S 48° 28' 12" E a distance of 2.56 feet;
44. S 48° 55' 48" E a distance of 30.51 feet;
45. S 51° 44' 53" E a distance of 29.94 feet;
46. S 56° 10' 53" E a distance of 33.17 feet;
47. S 62° 17' 04" E a distance of 33.06 feet;

48. S 66° 41' 03" E a distance of 22.40 feet to the point of intersection with line 4-1 of the Washingtons Day Lode, US Mineral Survey No. 11885;

thence S 39° 23' 17" W along said line 4-1 of said Washingtons Day Lode a distance of 48.50 feet to the point of intersection with the northerly right-of-way line of the Central City Parkway;

thence N 57° 39' 21" W along said northerly right-of-way line a distance of 507.58 feet to the beginning of a curve concave to the south having a central angle of 07° 27' 51", having a radius of 760.00 feet, an arc distance of 99.01 feet to the point of intersection with line 3-2 of the Justice Lode US Mineral Survey No. 394;

thence N 41° 55' 05" E along said line 3-2 of said Justice Lode a distance of 81.00 feet to corner No. 2 of said Justice Lode;

thence N 47° 50' 35" W along line 2-1 of said Justice Lode a distance of 100.27 feet to corner No. 1 of said Justice Lode;

thence S 41° 56' 29" W along line 1-4 of said Justice Lode a distance of 120.12 feet to the point of intersection with the said northerly right-of-way line of said Central City Parkway;

thence along said northerly right-of-way line along a non-tangent curve being concave to the south having a central angle of 33° 40' 01", a radius of 760.00 feet, an arc distance of 446.57 feet, a chord bearing of S 89° 58' 01" W and a chord distance of 439.34 feet;

thence S 73° 06' 01" W continuing along said northerly right-of-way a distance of 1305.67 feet to the beginning of a curve being concave to the north having a central angle of 63° 50' 42", having a radius of 650.00 feet, to the point of intersection with said line 4-3 of the Success Lode, US Mineral Survey No. 5280, the Point of Beginning, containing 17.24 acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 11

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $72^{\circ}51'36''$ E a distance of 2,275.62 feet to corner No. 1 of the Caledonia Lode, US Mineral Survey No. 519, being the Point of Beginning.

Thence N $49^{\circ}29'47''$ E along line 1-2 of said Caledonia Lode a distance of 318.07 feet to the point of intersection with the southwesterly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of Lake Gulch Road the following 10 courses:

1. S $28^{\circ}29'34''$ E a distance of 21.80 feet;
2. S $29^{\circ}02'31''$ E a distance of 38.14 feet;
3. S $30^{\circ}53'34''$ E a distance of 34.55 feet;
4. S $32^{\circ}21'41''$ E a distance of 29.64 feet;
5. S $34^{\circ}37'33''$ E a distance of 34.03 feet;
6. S $38^{\circ}27'56''$ E a distance of 36.03 feet;
7. S $44^{\circ}59'11''$ E a distance of 33.97 feet;
8. S $48^{\circ}19'15''$ E a distance of 30.25 feet;
9. S $48^{\circ}45'27''$ E a distance of 32.27 feet;
10. S $50^{\circ}32'17''$ E a distance of 30.35 feet to the point of intersection with line 1-2 of the Clay County Lode, US Mineral Survey No. 329B;

thence S $50^{\circ}08'44''$ W along said line 1-2 of said Clay County Lode a distance of 159.20 feet to corner No. 2 of said Clay County Lode;

thence S $58^{\circ}08'12''$ E along line 2-3 of said Clay County Lode a distance of 188.25 feet to the point of intersection with line 2-1 of the Clay County Lode, US Mineral Survey No. 329A;

thence S $37^{\circ}28'00''$ W along said line 2-1 of said Clay County Lode a distance of 623.18 feet to corner No. 1 of said Clay County Lode, US Mineral Survey No. 329A;

thence S $52^{\circ}39'32''$ E along line 1-4 of said Clay County Lode a distance of 151.05 feet to corner No. 4 of said Clay County Lode;

thence N 37° 26' 41" E along line 4-3 of said Clay County Lode a distance of 389.56 feet to corner No. 4 of the East Clay County Lode, US Mineral Survey No. 18776;

thence N 89° 56' 08" E along line 4-3 of said East Clay County Lode and its extension thereof a distance of 190.48 feet to the point of intersection with line 6-5 of the Blow Out Lode, US Mineral Survey No. 18776;

thence S 36° 04' 17" W along said line 6-5 of said Blow Out Lode a distance of 20.54 feet to corner No. 5 of said Blow Out Lode;

thence S 89° 57' 28" E along line 5-4 of said Blow Out Lode a distance of 184.33 feet to corner No. 4 of said Blow Out Lode;

thence N 36° 08' 54" E along line 4-3 of said Blow Out Lode a distance of 103.56 feet to corner No. 4 of the Great Britian Lode, US Mineral Survey No. 18776;

thence S 89° 57' 40" E along line 4-5 of said Great Britian Lode a distance of 186.34 feet to corner No. 5 of said Great Britian Lode;

thence N 36° 07' 10" E along line 5-6 of said Great Britian Lode a distance of 1.36 feet to the point of intersection with said southwesterly edge of Lake Gulch Road, County Road 6;

thence S 46° 05' 49" E along said southwesterly edge of Lake Gulch Road a distance of 12.22 feet;

thence S 47° 24' 34" E along said southwesterly edge of Lake Gulch Road a distance of 33.36 feet;

thence S 46° 33' 23" E along said southwesterly edge of Lake Gulch Road a distance of 8.79 feet to the point of intersection with line 2-1 of the Tariff Lode, US Mineral Survey No. 966;

thence S 47° 00' 48" W along said line 2-1 of said Tariff Lode a distance of 403.36 feet to corner No. 1 of said Tariff Lode;

thence S 42° 58' 42" E along line 1-4 of said Tariff Lode a distance of 149.74 feet to corner No. 4 of said Tariff Lode;

thence S 62° 22' 36" W a distance of 991.81 feet to corner No. 3 of the Success Lode, US Mineral Survey No. 5280;

thence N 04° 16' 10" W along line 3-2 of said Success Lode a distance of 150.04 feet to corner No. 2 of said Success Lode;

thence S 85° 49' 05" W along line 2-1 of said Success Lode a distance of 476.25 feet;

thence N 46° 11' 59" E a distance of 716.62 feet to corner No. 3 of the Pittburg Ext. Lode, US Mineral Survey No. 7069;

thence N 00° 25' 37" W along line 3-2 of said Pittburg Ext. Lode a distance of 150.29 feet to corner No. 2 of said Pittburg Ext. Lode;

thence S 89° 18' 06" W along line 2-1 of said Pittsburg Ext. Lode a distance of 499.53 feet to the point of intersection with line 3-4 of the Calendonia No. 2 Lode, US Mineral Survey No. 520;

thence N 48° 54' 18" E along said line 3-4 of said Calendonia No. 2 Lode a distance of 705.54 feet to corner No. 4 of said Caledonia Lode, US Mineral Survey No. 519;

thence N 40° 18' 18" W along line 4-1 of said Caledonia Lode a distance of 150.08 feet to the Point of Beginning, containing 20.37 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 12

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 69° 53' 37" E a distance of 1,225.66 feet to the point of intersection of line 3-4 of the Caledonia Lode No. 2, US Mineral Survey No. 520 with the northeasterly right-of-line of the Central City Parkway, being the Point of Beginning.

Thence N 48° 54' 04" E along said line 3-4 of said Caledonia No. 2 Lode a distance of 549.87 feet to the point of intersection with line 4-3 of the Pittsburg Ext, Lode, US Mineral Survey No. 7069;

thence N 89° 18' 45" E along said line 3-4 of said Pittsburg Ext. Lode a distance of 675.26 feet to corner No. 3 of said Pittsburg Ext. Lode;

thence S 46° 11' 59" W a distance of 716.62 feet to the point of intersection with line 2-1 of the Success Lode, US Mineral Survey No. 5280;

thence S 85° 49' 05" W along said line 2-1 of said Success Lode a distance of 459.86 feet of the point of intersection with said northeasterly right-of-line of the Central City Parkway;

thence N 35° 24' 20" W along said northeasterly right-of-line of the Central City Parkway a distance of 196.28 feet to the Point of Beginning, containing 7.66 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 13

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears

N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 87° 12' 22" E a distance of 4,688.84 feet to corner No. 3 of the Washingtons Day Lode, US Mineral Survey No. 11885, being the Point of Beginning.

thence along said line 3-4 of the said Washingtons Day Lode S 45° 12' 88" E a distance of 150.58 feet to

corner No. 4 of said Washingtons Day Lode;

thence along line 4-1 of said Washingtons Day Lode S 39° 23' 17"W a distance of 633.47 feet to the point of intersection with the northeasterly edge of Lake Gulch Road, County Road 6;

Thence along said northeasterly edge of Lake Gulch Road the following 7 courses:

1. N 66° 40' 06" W a distance of 2.05 feet;
2. N 66° 41' 03" W a distance of 25.85 feet;
3. N 62° 17' 04" W a distance of 31.05 feet;
4. N 56° 10' 53" W a distance of 31.14 feet;
5. N 51° 44' 53" W a distance of 28.55 feet;
6. N 48° 55' 48" W a distance of 29.88 feet;
7. N 48° 28' 12" W a distance of 3.30 feet to the point of intersection with line 2-3 of said Washingtons Day Lode;

thence N 39° 23' 18" E along said line 2-3 of said Washingtons Day lode a distance of 664.25 feet to the Point of Beginning, containing 2.25 acres more or less.

Lake Gulch Whiskey Resort Annexation No. 14

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 30° 07' 02" E a distance of 580.34 feet to the point of intersection of line 1-2 of the Black Diamond Lode, US Mineral Survey No. 17634 with line 2-3 of the Fay Lode, US Mineral Survey No. 13338 being the Point of Beginning.

thence N 26° 04' 04" W along said line 1-2 of said Black Diamond Lode a distance of 80.46 feet to the point of intersection with line 1-7 of the Dale Lode, US Mineral Survey No. 13338;

thence N 26° 54' 00" E along said line 1-7 of said Dale Lode a distance of 4.46 feet to corner No. 7 of said Dale Lode;

thence N 39° 29' 28" E along line 7-6 of said Dale Lode a distance of 160.32 feet to line 2-3 of said Black Diamond Lode;

thence N 63° 58' 12" E along said line 2-3 of said Black Diamond Lode a distance of 446.58 feet to the point of intersection with the southerly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of Lake Gulch Road the following 34 courses:

1. N 83° 11' 19" E a distance of 23.36 feet;
2. N 81° 54' 30" E a distance of 26.00 feet;
3. N 80° 36' 50" E a distance of 37.64 feet;
4. N 77° 53' 04" E a distance of 25.96 feet;
5. N 76° 30' 21" E a distance of 27.01 feet;
6. N 74° 45' 56" E a distance of 27.07 feet;
7. N 73° 10' 29" E a distance of 27.76 feet;
8. N 71° 02' 53" E a distance of 29.23 feet;
9. N 69° 29' 32" E a distance of 29.75 feet;
10. N 68° 02' 26" E a distance of 28.95 feet;
11. N 68° 11' 55" E a distance of 28.31 feet;
12. N 68° 11' 21" E a distance of 28.17 feet;
13. N 70° 17' 29" E a distance of 27.18 feet;
14. N 72° 23' 23" E a distance of 26.00 feet;
15. N 72° 28' 10" E a distance of 26.92 feet;
16. N 68° 41' 24" E a distance of 27.19 feet;
17. N 71° 51' 48" E a distance of 26.69 feet;
18. N 74° 45' 31" E a distance of 27.02 feet;
19. N 75° 42' 50" E a distance of 28.46 feet;
20. N 77° 13' 39" E a distance of 28.92 feet;
21. N 78° 51' 11" E a distance of 28.33 feet;
22. N 78° 32' 38" E a distance of 27.26 feet;

23. N 76° 41' 51" E a distance of 24.88 feet;
24. N 79° 17' 59" E a distance of 14.47 feet;
25. N 79° 17' 59" E a distance of 14.37 feet;
26. N 78° 11' 27" E a distance of 5.81 feet;
27. N 77° 38' 35" E a distance of 7.14 feet;
28. N 77° 38' 35" E a distance of 27.82 feet;
29. N 77° 18' 33" E a distance of 35.14 feet;
30. N 76° 11' 24" E a distance of 34.55 feet;
31. N 76° 19' 36" E a distance of 34.26 feet;
32. N 75° 55' 53" E a distance of 33.03 feet;
33. N 75° 45' 56" E a distance of 33.26 feet;
34. N 77° 56' 07" E a distance of 37.18 feet to the point of intersection with line 1-4 of the St. Anthony Lode, US Mineral Survey No. 19174;

thence S 39° 30' 42" W along said line 1-4 of said St. Anthony Lode a distance of 392.10 feet to the point of intersection with line 3-4 of the Alice Lode, US Mineral Survey No. 18785;

thence N 63° 23' 00" E along said line 3-4 of said Alice Lode a distance of 371.35 feet to the point of intersection with line 3-2 of said St. Anthony Lode;

Thence N 39° 31' 27" E along said line 3-2 of said St, Anthony Lode a distance of 210.07 feet to the point of intersection with said southerly edge of Lake Gulch Road, County Road 6;

thence along said southwesterly edge of Lake Gulch Road the following 18 courses:

1. S 89° 47' 40" E a distance of 26.55 feet;
2. S 89° 16' 33" E a distance of 25.73 feet;
3. N 89° 11' 13" E a distance of 25.02 feet;
4. N 89° 11' 41" E a distance of 28.08 feet;
5. N 87° 57' 44" E a distance of 28.75 feet;
6. N 89° 07' 00" E a distance of 25.28 feet;
7. S 88° 32' 40" E a distance of 28.15 feet;
8. S 82° 16' 38" E a distance of 26.04 feet;
9. S 77° 37' 44" E a distance of 25.62 feet;
10. S 73° 18' 40" E a distance of 30.03 feet;

11. S 71° 44' 22" E a distance of 26.36 feet;
 12. S 69° 56' 57" E a distance of 31.66 feet;
 13. S 67° 22' 05" E a distance of 26.00 feet;
 14. S 64° 31' 22" E a distance of 25.12 feet;
 15. S 63° 34' 32" E a distance of 26.32 feet;
 16. S 61° 36' 30" E a distance of 25.13 feet;
 17. S 55° 33' 38" E a distance of 30.91 feet;
 18. S 47° 36' 27" E a distance of 0.69 feet to the point of intersection with line 3-2 of the Golden Gad Lode, US Mineral Survey No. 13048;
- thence S 63° 17' 40" W along said line 3-2 of said Golden Gad Lode a distance of 722.08 feet to corner No. 2 of said Golden Gad Lode;
- thence S 31° 40' 56" E along line 2-1 of said Golden Gad Lode a distance of 95.57 feet to the point of intersection with line 2-1 of the Calumet and Hecla No. 2 Lode, US Mineral Survey No. 13048;
- thence S 48° 55' 49" W along said line 2-1 of said Calumet and Hecla Lode a distance of 61.79 feet to the point of intersection with line 3-4 of the Margaret Lode, US Mineral Survey No. 19229;
- thence N 21° 01' 44" W along said line 3-4 of said Margaret Lode a distance of 114.04 feet to corner No. 4 of said Margaret Lode;
- thence S 69° 01' 22" W along line 4-1 of said Margaret Lode a distance of 186.95 feet to the point of intersection with line 3-2 of said St. Anthony Lode;
- thence N 39° 31' 27" E along said line 3-2 of said St. Anthony Lode a distance of 73.31 feet to the point of intersection with line 1-2 of said Alice Lode;
- thence S 63° 22' 25" W along said line 1-2 of said Alice Lode a distance of 53.94 feet to corner No. 2 of said Alice Lode;
- thence N 26° 45' 28" W along line 2-3 of said Alice Lode a distance of 140.24 feet to the point of intersection with said line 1-4 of said St. Anthony Lode;
- thence S 39° 30' 42" W along said line 1-4 of said St. Anthony Lode a distance of 345.75 feet to the point of intersection with said line 4-1 of said Margaret Lode;
- thence S 69° 01' 22" W along said line 4-1 of said Margaret Lode a distance of 16.29 feet to the point of intersection with line 3-4 of said Elizabeth Lode;
- thence S 39° 23' 48" W along said line 3-4 of said Elizabeth Lode a distance of 272.15 feet to corner No. 4 of said Elizabeth Lode;

thence N 50° 27' 18" W along line 4-1 of said Elizabeth Lode a distance of 148.43 feet to the point of intersection with line 4-3 of the Annie Mary Lode, US Mineral Survey No. 11571;

thence N 62° 32' 35" E along line 4-3 of said Annie Mary Lode a distance of 221.31 feet to corner No. 3 of said Annie Mary Lode;

thence N 27° 32' 41" W along line 3-2 of said Annie Mary Lode a distance of 149.99 feet to corner No. 2 of said Annie Mary Lode;

thence S 62° 32' 35" W along line 2-1 of said Annie Mary Lode a distance of 607.56 feet to the point of intersection with the northeasterly right-of-way of the Central City Parkway;

thence along a non-tangent curve concave to the southwest an arc distance of 13.72 feet, a delta angle of 00° 44' 55", having a radius of 1050.00 feet, and whose long chord bears N 62° 43' 25" W a distance of 13.72 feet to the point of intersection with line 5-4 of the Marks Lode, US Mineral Survey No. 13338;

thence N 44° 35' 21" E along said line 5-4 of said Marks Lode a distance of 80.14 feet to the point of intersection with line 1-4 of the Fay Lode, US Mineral Survey No. 13338;

thence N 60° 43' 32" E along said line 1-4 of said Fay Lode a distance of 714.47 feet to corner No. 4 of said Fay Lode;

thence N 29° 20' 48" W along line 4-3 of said Fay Lode a distance of 150.66 feet to corner No. 3 of said Fay Lode;

thence S 60° 42' 01" W along line 3-2 of said Fay Lode a distance of 442.61 feet to the point of intersection with line 4-3 of the Marks Lode, US Mineral Survey No. 13338;

thence S 86° 28' 49" W along said line 4-3 of said Marks Lode a distance of 122.51 feet to corner No. 3 of said Marks Lode;

thence S 44° 22' 49" W along line 3-2 of said Marks Lode a distance of 189.62 feet to the point of intersection with line 4-1 of said Black Diamond Lode;

thence S 60° 42' 01" W along said line 4-1 of said Black Diamond Lode a distance of 120.71 feet to the Point of Beginning, containing 11.43 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 15

The Little Mattie Lode, US Mineral Survey No. 970 in Sections 17&18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this

description; thence S 87° 15' 37" E a distance of 5,334.83 feet to corner No. 1 of said Little Mattie Lode, being the Point of Beginning.

Thence N 44° 28' 40" E along line 1-2 of said Little Mattie Lode a distance of 1499.34 feet to corner No. 2 of said Little Mattie Lode;

thence S 45° 33' 27" E along line 2-3 of said Little Mattie Lode a distance of 149.96 feet to corner No. 3 of said Little Mattie Lode;

thence S 44° 29' 09" W along line 3-4 of said Little Mattie Lode a distance of 1500.03 feet to corner No. 4 of said Little Mattie Lode;

thence N 45° 17' 32" W along line 4-1 of said Little Mattie Lode a distance of 149.75 feet to the Point of Beginning, containing 5.16 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 16

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00° 14' 12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 74° 53' 25" E a distance of 4,804.55 feet to corner No. 14 of the Gold Tunnel No. 21 Lode, US Mineral Survey No. 4589, being the Point of Beginning.

Thence N 46° 21' 54" W along line 14-15 of said Gold Tunnel No. 21 Lode a distance of 150.01 feet to corner No. 15 of said Gold Tunnel No. 21 Lode;

thence N 43° 56' 51" E along line 15-16 of said Gold Tunnel No. 21 Lode a distance of 81.81 feet to the south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 18, being also the City of Black Hawk Patented Boundary;

thence N 89° 32' 31" E along said south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 18 and the City of Black Hawk Patented Boundary a distance of 209.92 feet to the point of intersection with line 13-14 of said Gold Tunnel No. 21 Lode;

thence S 43° 56' 09" W along said line 13-14 of said Gold Tunnel No. 21 Lode a distance of 227.88 feet to the Point of Beginning, containing 0.53 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 17

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears

N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 41° 36' 06" E a distance of 1,242.54 feet to the point of intersection of line 2-3 of the Black Diamond Lode, US Mineral Survey No. 17634 with the northerly edge of Lake Gulch Road, County Road No. 6, being the Point of Beginning.

Thence N 63° 58' 12" E along said line 2-3 of said Black Diamond Lode a distance of 827.46 feet to the point of intersection with line 2-1 of the Elizabeth Lode, US Mineral Survey No. 15894;

thence S 39° 23' 46" W along said line 2-1 of said Elizabeth Lode a distance of 249.88 feet to the point intersection with the northerly edge of said Lake Gulch Road;

thence along said northerly edge of said Lake Gulch Road the following 24 courses:

1. S 77° 38' 35" W a distance of 7.04 feet;
2. S 78° 11' 27" W a distance of 5.49 feet;
3. S 79° 17' 59" W a distance of 29.12 feet;
4. S 76° 41' 51" W a distance of 25.03 feet;
5. S 78° 32' 38" W a distance of 26.85 feet;
6. S 78° 51' 11" W a distance of 28.58 feet;
7. S 77° 13' 39" W a distance of 29.52 feet;
8. S 75° 42' 50" W a distance of 28.93 feet;
9. S 74° 45' 31" W a distance of 27.76 feet;
10. S 71° 51' 48" W a distance of 27.85 feet;
11. S 68° 41' 24" W a distance of 27.08 feet;
12. S 72° 28' 10" W a distance of 26.21 feet;
13. S 72° 23' 23" W a distance of 26.42 feet;
14. S 70° 17' 29" W a distance of 27.99 feet;
15. S 68° 11' 21" W a distance of 28.57 feet;
16. S 68° 11' 55" W a distance of 28.34 feet;
17. S 68° 02' 26" W a distance of 28.70 feet;
18. S 69° 29' 32" W a distance of 29.17 feet;
19. S 71° 02' 53" W a distance of 28.52 feet;

20. S 73° 10' 29" W a distance of 27.05 feet;
21. S 74° 45' 56" W a distance of 26.43 feet;
22. S 76° 30' 21" W a distance of 26.42 feet;
23. S 77° 53' 04" W a distance of 25.17 feet;
24. S 80° 36' 50" W a distance of 18.32 feet to the Point of Beginning, containing 0.93 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 18

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 55° 10' 45" E a distance of 2,029.15 feet to the point of intersection of line 4-1 of the St. Anthony Lode, US Mineral Survey No. 19174 with the northerly edge of Lake Gulch Road, County Road No. 6, being the Point of Beginning.

Thence N 39° 30' 42" E along said line 4-1 of said St. Anthony Lode a distance of 328.85 feet to the point of intersection with the south line of the NE 1/4 of the NE 1/4 of said Section 18, being also the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said south line of the NE 1/4 of the NE 1/4 of said Section 18 a distance of 145.22 feet to the point of intersection with line 1-6 of the Susan-Mary Lode, US Mineral Survey No. 694;

thence S 19° 06' 00" E along said line 1-6 of said Susan-Mary Lode a distance of 44.24 feet to the point of intersection with line 2-3 of said St. Anthony Lode;

thence S 39° 31' 27" W along said line 2-3 of said St. Anthony Lode a distance of 246.50 feet to said northerly edge of Lake Gulch Road;

thence along said northerly edge of Lake Gulch Road the following 8 courses:

1. N 89° 47' 40" W a distance of 21.27 feet;
2. S 89° 45' 47" W a distance of 26.85 feet;
3. S 87° 30' 36" W a distance of 25.59 feet;
4. S 85° 59' 16" W a distance of 29.83 feet;
5. S 82° 42' 42" W a distance of 26.71 feet;

6. S 81° 04' 54" W a distance of 30.69 feet;
7. S 79° 51' 30" W a distance of 30.19 feet;
8. S 79° 21' 17" W a distance of 22.47 feet to the Point of Beginning, containing 1.04 Acres, more or less.

EXHIBIT B

Lake Gulch Whiskey Resort Annexation No. 1

A parcel of land located in Sections 17 & 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $69^{\circ}30'48''$ E a distance of 3,617.79 feet to the point of intersection of line 3-4 of the Clay County Lode, US Mineral Survey No. 360 with line 4-1 of the Williams Crossing Lode, US Mineral Survey No. 15824 being the Point of Beginning.

Thence S $47^{\circ}53'33''$ E along said line 4-1 of said Williams Lode a distance of 296.23 feet to the point of intersection with line 3-2 of the Blow Out Lode, US Mineral Survey No. 18776;

thence N $19^{\circ}46'26''$ E along said line 3-2 of said Blow Out Lode a distance of 361.74 feet to the point of intersection with the east-west centerline of the NE $\frac{1}{4}$ of said Section 18 and the City of Black Hawk Patented Boundary;

thence N $89^{\circ}32'31''$ E along said east-west centerline of the NE $\frac{1}{4}$ and City of Black Hawk Patented Boundary a distance of 208.47 feet to the point of intersection with line 1-2 of the Great Britian Lode, US Mineral Survey No. 18776;

thence S $29^{\circ}18'00''$ W along said line 1-2 of said Great Britian Lode a distance of 353.67 feet to corner No. 2 of said Great Britian Lode;

thence S $46^{\circ}17'00''$ W along line 2-3 of said Great Britian Lode a distance of 131.10 feet to the point of intersection with line 4-1 of said Williams Crossing Lode;

thence S $47^{\circ}53'33''$ E along said line 4-1 of said Williams Crossing Lode a distance of 149.95 feet to the point of intersection with line 6-7 of said Great Britian Lode;

thence N $46^{\circ}22'45''$ E along said line 6-7 of said Great Britian Lode a distance of 142.56 feet to corner No. 7 of said Great Britian Lode;

thence N $29^{\circ}19'49''$ E along line 7-8 of said Great Britian Lode a distance of 461.80 feet to the point of intersection with said east-west centerline of the NE $\frac{1}{4}$ of said Section 18 and the City of Black Hawk Patented Boundary;

thence N $89^{\circ}32'31''$ E along said east-west centerline of the NE $\frac{1}{4}$ and City of Black Hawk Patented Boundary a distance of 474.24 feet to the point of intersection with line 16-15 of the Gold Tunnel No. 21 Lode, US Mineral Survey No. 4589;

thence S 43° 56' 47" W along said line 16-15 of the Gold Tunnel No. 21 Lode a distance of 81.81 feet to corner No. 15 of the said Gold Tunnel No. 21 Lode;

thence S 46° 21' 54" E along line 15-14 of the said Gold Tunnel No. 21 Lode, a distance of 150.01 feet to corner no. 14 of the said Gold Tunnel No. 21 Lode;

thence N 43° 56' 15" E along line 14-13 of the said Gold Tunnel No. 21 Lode, a distance of 227.88 feet to the point of intersection with the east-west centerline of the NE ¼ of said Section 18 and the City of Black Hawk Patented Boundary;

thence N 89° 32' 31" E along said east-west centerline of the NE ¼ and City of Black Hawk Patented Boundary a distance of 1040.34 feet to the N 1/16th corner of Sections 17 and 18;

thence N 87° 26' 32" E along the east-west centerline of the NW ¼ of said Section 17 a distance of 165.11 feet to the point of intersection with line 3-2 of said East Williams Lode, US Mineral Survey No. 588;

thence S 47° 19' 59" W along said line 3-2 of the East Williams Lode a distance of 204.89 feet to corner No. 2 of said East Williams Lode;

thence S 42° 44' 49" E along line 2-1 of said East Williams Lode a distance of 152.37 feet to corner No. 1 of said East Williams Lode;

thence N 47° 20' 23" E along line 1-4 of said East Williams Lode a distance of 385.62 feet to the point of intersection with said east-west centerline of the NW ¼ of said Section 17 and the City of Black Hawk Patented Boundary;

thence N 87° 26' 32" E along said east-west centerline of the NW ¼ of said Section 17 and City of Black Hawk Patented Boundary a distance of 906.14 feet to the NW 1/16th corner of said Section 17;

thence N 01° 02' 29" W along the north-south centerline of said NW ¼ of said Section 17 and along the City of Black Hawk Patented Boundary a distance of 164.47 feet to the point of intersection with line 1-2 of the Mary Miller Lode, US Mineral Survey No. 969;

thence N 44° 28' 35" E along said line 1-2 of said Mary Miller Lode a distance of 60.92 feet to the point of intersection with said City of Black Hawk Patented Boundary;

thence N 88° 00' 45" E along said City of Black Hawk Patented Boundary a distance of 96.85 feet;

thence N 00° 18' 42" W along said City of Black Hawk Patented Boundary a distance of 91.93 feet to the point of intersection with line 6-5 of the Morgan Placer US Mineral Survey No. 226;

thence S 42° 19' 52" E along said line 6-5 of said Morgan Placer a distance of 92.75 feet to corner No. 5 of said Morgan Placer;

thence S 41° 03' 33" E along Colorado Department of Transportation deed recorded at Reception No. 141956 Gilpin County Records a distance of 12.42 feet to a CDOT 3 ¼ " aluminum cap;

thence S 49° 47' 21" E continuing along said Reception No. 141956 a distance of 43.07 feet to the point of intersection with line 3-4 of said Mary Miller Lode;

thence S 44° 27' 10" W along said line 3-4 of said Mary Miller Lode a distance of 340.78 feet to the north-south centerline of said NW ¼ of said Section 17;

thence S 42° 07' 27" W a distance of 980.96 feet to corner No. 3 of the Little Mattie Lode, US Mineral Survey No. 970;

thence N 45° 33' 27" W along line 3-2 of said Little Mattie Lode a distance of 149.96 feet to corner No. 2 of said Little Mattie Lode;

thence S 44° 28' 40" W along line 2-1 of said Little Mattie Lode a distance of 1499.34 feet to corner No. 1 of said Little Mattie Lode;

thence S 45° 17' 32" E along line 1-4 of said Little Mattie Lode a distance of 149.75 feet to corner No. 4 of said Little Mattie Lode;

thence S 27° 33' 11" E a distance of 938.48 feet to the S 1/16th corner of Sections 17 and 18;

thence N 88° 20' 50" W a distance of 663.62 feet to a point on the easterly edge of Lake Gulch Road, County Road 6;

thence along said easterly edge of said Lake Gulch Road the following 32 courses:

1. N 04° 13' 02" W a distance of 31.99 feet;
2. N 07° 44' 55" W a distance of 32.64 feet;
3. N 18° 09' 05" W a distance of 33.14 feet;
4. N 38° 37' 56" W a distance of 34.32 feet;
5. N 53° 47' 50" W a distance of 29.23 feet;
6. N 75° 08' 14" W a distance of 35.56 feet;
7. N 85° 37' 54" W a distance of 30.90 feet;
8. S 89° 52' 43" W a distance of 27.50 feet;
9. N 87° 06' 51" W a distance of 30.91 feet;
10. N 85° 25' 50" W a distance of 33.32 feet;
11. N 83° 57' 02" W a distance of 32.67 feet;
12. N 82° 55' 20" W a distance of 27.68 feet;
13. N 84° 02' 37" W a distance of 25.81 feet;
14. N 85° 10' 50" W a distance of 29.44 feet;
15. N 85° 57' 08" W a distance of 28.99 feet;

16. N 85° 47' 52" W a distance of 28.17 feet;
17. N 81° 25' 50" W a distance of 28.60 feet;
18. N 76° 41' 49" W a distance of 29.15 feet;
19. N 73° 08' 35" W a distance of 28.55 feet;
20. N 70° 53' 21" W a distance of 28.11 feet;
21. N 69° 40' 34" W a distance of 29.60 feet;
22. N 69° 16' 06" W a distance of 30.58 feet;
23. N 69° 23' 51" W a distance of 31.51 feet;
24. N 69° 00' 03" W a distance of 30.04 feet;
25. N 67° 48' 40" W a distance of 31.55 feet;
26. N 68° 24' 20" W a distance of 27.25 feet;
27. N 62° 37' 03" W a distance of 29.46 feet;
28. N 58° 52' 53" W a distance of 25.03 feet;
29. N 54° 58' 57" W a distance of 28.04 feet;
30. N 57° 56' 49" W a distance of 30.20 feet;
31. N 61° 34' 17" W a distance of 32.80 feet;
32. N 66° 40' 06" W a distance of 25.01 feet to a point on line 1-4 of Washingtons Day Lode, US Mineral Survey 11885;

thence along said line 1-4 N 39° 23' 17" E a distance of 633.47 feet to corner No. 4 of said Washingtons Day Lode;

thence along line 4-3 of said Washingtons Day Lode N 45° 12' 18" W a distance of 150.58 feet to corner No. 3 of said Washingtons Day Lode;

thence N 40° 53' 21" W a distance of 1,096.94 feet;

thence N 47° 01' 18" E a distance of 320.86 feet;

thence N 42° 58' 23" W a distance of 169.95 feet;

thence S 47° 00' 48" W a distance of 314.68 feet;

thence N 40° 53' 21" W a distance of 710.26 feet to the Point of Beginning,

EXCEPT the Denver Lode, US Mineral Survey 745, total parcel containing 100.5 acres gross, 95.35 acres net more or less.

Lake Gulch Whiskey Resort Annexation No.2

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $69^{\circ}30'48''$ E a distance of 3,617.79 feet to the point of intersection of line 3-4 of the Clay County Lode, US Mineral Survey No. 360 with line 4-1 of the Williams Crossing Lode, US Mineral Survey No. 15824 being the Point of Beginning.

Thence S $40^{\circ}53'21''$ E along the City of Black Hawk Boundary a distance of 710.26 feet;

thence N $47^{\circ}00'48''$ E a distance of 314.68 feet;

thence S $42^{\circ}58'23''$ E a distance of 169.95 feet;

thence S $47^{\circ}01'18''$ W a distance of 320.86 feet;

thence S $40^{\circ}53'21''$ E a distance of 1096.94 feet to corner No. 3 of the Washingtons Day Lode, US Mineral Survey 11885;

thence along line 3-2 of said Washingtons Day Lode S $39^{\circ}23'18''$ W a distance of 664.25 feet to a point on the easterly edge of Lake Gulch Road, County Road 6;

thence along said easterly edge the following 42 courses:

1. N $48^{\circ}28'12''$ W a distance of 24.56 feet;
2. N $50^{\circ}23'24''$ W a distance of 26.25 feet;
3. N $53^{\circ}50'43''$ W a distance of 25.59 feet;
4. N $53^{\circ}43'00''$ W a distance of 33.90 feet;
5. N $52^{\circ}37'45''$ W a distance of 28.19 feet;
6. N $51^{\circ}12'12''$ W a distance of 30.55 feet;
7. N $49^{\circ}32'52''$ W a distance of 30.52 feet;
8. N $48^{\circ}21'34''$ W a distance of 28.91 feet;
9. N $47^{\circ}37'34''$ W a distance of 28.24 feet;
10. N $45^{\circ}09'35''$ W a distance of 27.49 feet;
11. N $43^{\circ}31'15''$ W a distance of 28.13 feet;

12. N 42° 12' 45" W a distance of 27.54 feet;
13. N 38° 01' 46" W a distance of 25.88 feet;
14. N 34° 08' 31" W a distance of 30.46 feet;
15. N 37° 44' 53" W a distance of 28.83 feet;
16. N 42° 43' 23" W a distance of 30.25 feet;
17. N 43° 58' 04" W a distance of 27.96 feet;
18. N 45° 20' 47" W a distance of 27.74 feet;
19. N 49° 06' 25" W a distance of 26.55 feet;
20. N 51° 35' 16" W a distance of 26.06 feet;
21. N 59° 58' 24" W a distance of 29.16 feet;
22. N 61° 25' 24" W a distance of 33.52 feet;
23. N 61° 44' 13" W a distance of 33.59 feet;
24. N 59° 21' 59" W a distance of 26.42 feet;
25. N 49° 29' 24" W a distance of 26.70 feet;
26. N 37° 52' 45" W a distance of 31.32 feet;
27. N 30° 56' 40" W a distance of 24.48 feet;
28. N 29° 24' 22" W a distance of 27.32 feet;
29. N 33° 48' 48" W a distance of 27.44 feet;
30. N 38° 52' 14" W a distance of 38.09 feet;
31. N 46° 02' 34" W a distance of 25.97 feet;
32. N 47° 57' 34" W a distance of 35.15 feet;
33. N 47° 25' 27" W a distance of 31.08 feet;
34. N 43° 51' 36" W a distance of 31.28 feet;
35. N 39° 40' 26" W a distance of 30.10 feet;
36. N 41° 30' 58" W a distance of 32.61 feet;
37. N 41° 29' 04" W a distance of 32.31 feet;
38. N 41° 52' 51" W a distance of 35.65 feet;
39. N 42° 17' 50" W a distance of 25.71 feet;

40. N 44° 56' 55" W a distance of 26.51 feet;
41. N 47° 16' 09" W a distance of 32.58 feet;
42. N 44° 25' 34" W a distance of 5.81 feet to the point of intersection with line 4-3 of the
Tariff Lode, US Mineral Survey No. 966;
thence N 47° 01' 18" E along said line 4-3 of said Tariff Lode a distance of 1068.76 feet to
corner No. 3 of said Tariff Lode;
thence N 42° 58' 23" W along line 3-2 of said Tariff Lode a distance of 149.95 feet to corner No.
2 of said Tariff lode;
thence S 47° 00' 48" W along line 2-1 of said Tariff Lode a distance of 367.57 feet to the point of
intersection with line 2-3 of the Williams Lode, US Mineral Survey No. 15824;
thence N 47° 53' 26" W along said line 2-3 of said Williams Lode a distance of 660.81 feet to the
point of intersection with line 6-5 of the East Clay County Lode, US Mineral Survey No. 18776;
thence S 17° 31' 51" W along said line 6-5 of said East Clay County Lode a distance of 88.60
feet to the point of intersection with line 3-2 of the Clay County Lode, US Mineral Survey No.
329A;
thence N 51° 26' 36" W along said line 3-2 of said Clay County Lode a distance of 26.56 feet to
corner No. 4 of said Clay County Lode, US Mineral Survey No. 360;
thence N 52° 11' 23" W along line 4-1 of said Clay County Lode, US Mineral Survey No. 360 a
distance of 114.49 feet to corner No. 2 of said Clay County Lode, US Mineral Survey No. 329A;
thence S 37° 28' 00" W along line 2-1 of said Clay County Lode, US Mineral Survey No. 329A a
distance of 547.96 feet to the point of intersection with line 4-1 of the Clay County Lode, US
Mineral Survey No. 329B;
thence N 54° 01' 59" W along said line 4-1 of the Clay County Lode, US Mineral Survey No.
329B a distance of 109.70 feet to corner No. 1 of said Clay County Lode, US Mineral Survey
No. 329B;
thence S 50° 08' 44" W along line 1-2 of said Clay County Lode, US Mineral Survey No. 329B a
distance of 172.25 feet to the point of intersection with the easterly edge of Lake Gulch Road;
thence along said easterly edge of Lake Gulch Road the following 12 courses:
 1. N 52° 05' 43" W a distance of 4.07 feet;
 2. N 50° 32' 17" W a distance of 30.12 feet;
 3. N 48° 45' 27" W a distance of 31.84 feet;
 4. N 48° 19' 15" W a distance of 29.52 feet;
 5. N 44° 59' 11" W a distance of 32.08 feet;

6. N 38° 27' 56" W a distance of 34.04 feet;
7. N 34° 37' 33" W a distance of 32.85 feet;
8. N 32° 21' 41" W a distance of 28.92 feet;
9. N 30° 53' 34" W a distance of 33.92 feet;
10. N 29° 02' 31" W a distance of 37.67 feet;
11. N 28° 29' 34" W a distance of 25.05 feet;
12. N 28° 12' 54" W a distance of 1.33 feet to the point of intersection with line 1-2 of the Caledonia Lode, US Mineral Survey No. MS 519;

thence N 49° 29' 47" E along said line 1-2 of said Caledonia Lode a distance of 724.79 feet to the point of intersection with line 6-5 of the Golden Gad Lode, US Mineral Survey No. 13048;

thence N 31° 43' 33" W along said line 6-5 of said Golden Gad Lode a distance of 50.45 feet to the point of intersection with the east-west centerline of said NW ¼ of said Section 18 and the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said east-west centerline of the NW ¼ and along the City of Black Hawk Patented Boundary a distance of 258.49 feet to the N 1/16th corner on the north-south centerline of said Section 18;

thence N 89° 32' 31" E along the east-west centerline of the NE ¼ of said Section 18 and along the City of Black Hawk Patented Boundary a distance of 246.17 feet to the point of intersection with line 3-4 of the Clay County Lode, US Mineral Survey No. 360;

thence S 27° 50' 26" W along said line 3-4 of said Clay County Lode a distance of 157.91 feet to the point of intersection with line 4-1 of the Williams Crossing Lode, US Mineral Survey No. 15824, the Point of Beginning, containing 29.21 acres more or less.

Lake Gulch Whiskey Resort Annexation No.3

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 00°14'12" E along the east line of the NE ¼ of said Section 13 a distance of 876.53 feet to the point of intersection with the northerly and easterly edge of Lake Gulch Road, County Road 6. Thence along said northerly and easterly edge of Lake Gulch Road the following 66 courses:

1. S 84° 44' 44" E a distance of 13.72 feet;

2. S 85° 15' 25" E a distance of 35.41 feet;
3. S 84° 42' 28" E a distance of 33.69 feet;
4. S 85° 28' 26" E a distance of 32.03 feet;
5. S 86° 21' 19" E a distance of 31.14 feet;
6. S 87° 13' 04" E a distance of 29.82 feet;
7. S 88° 23' 53" E a distance of 29.18 feet;
8. S 88° 24' 09" E a distance of 34.66 feet;
9. S 88° 22' 11" E a distance of 25.20 feet;
10. S 88° 22' 02" E a distance of 36.97 feet;
11. S 89° 43' 04" E a distance of 35.02 feet;
12. N 88° 16' 44" E a distance of 36.59 feet;
13. N 87° 31' 19" E a distance of 26.26 feet;
14. N 85° 29' 19" E a distance of 27.58 feet;
15. N 84° 48' 46" E a distance of 29.08 feet;
16. N 84° 07' 35" E a distance of 28.85 feet;
17. N 82° 03' 23" E a distance of 28.00 feet;
18. N 78° 58' 54" E a distance of 26.68 feet;
19. N 76° 54' 40" E a distance of 25.60 feet;
20. N 77° 08' 36" E a distance of 25.55 feet;
21. N 78° 10' 02" E a distance of 25.48 feet;
22. N 78° 39' 54" E a distance of 37.64 feet;
23. N 79° 54' 14" E a distance of 26.32 feet;
24. N 80° 28' 29" E a distance of 26.01 feet;
25. N 80° 13' 10" E a distance of 25.64 feet;
26. N 82° 00' 47" E a distance of 25.87 feet;
27. N 83° 11' 19" E a distance of 25.72 feet;
28. N 81° 54' 30" E a distance of 25.51 feet;
29. N 80° 36' 50" E a distance of 36.86 feet;

30. N 77° 53' 04" E a distance of 25.17 feet;
31. N 76° 30' 21" E a distance of 26.42 feet;
32. N 74° 45' 56" E a distance of 26.43 feet;
33. N 73° 10' 29" E a distance of 27.05 feet;
34. N 71° 02' 53" E a distance of 28.52 feet;
35. N 69° 29' 32" E a distance of 29.17 feet;
36. N 68° 02' 26" E a distance of 28.70 feet;
37. N 68° 11' 55" E a distance of 28.34 feet;
38. N 68° 11' 21" E a distance of 28.58 feet;
39. N 70° 17' 29" E a distance of 27.99 feet;
40. N 72° 23' 23" E a distance of 26.42 feet;
41. N 72° 28' 10" E a distance of 26.21 feet;
42. N 68° 41' 24" E a distance of 27.08 feet;
43. N 71° 51' 48" E a distance of 27.85 feet;
44. N 74° 45' 31" E a distance of 27.76 feet;
45. N 75° 42' 50" E a distance of 28.93 feet;
46. N 77° 13' 39" E a distance of 29.52 feet;
47. N 78° 51' 11" E a distance of 28.58 feet;
48. N 78° 32' 38" E a distance of 26.85 feet;
49. N 76° 41' 51" E a distance of 25.03 feet;
50. N 79° 17' 59" E a distance of 29.12 feet;
51. N 78° 11' 27" E a distance of 5.49 feet;
52. N 77° 38' 35" E a distance of 34.79 feet;
53. N 77° 18' 33" E a distance of 34.86 feet;
54. N 76° 11' 24" E a distance of 34.36 feet;
55. N 76° 19' 36" E a distance of 34.21 feet;
56. N 75° 55' 53" E a distance of 32.92 feet;
57. N 75° 45' 56" E a distance of 33.64 feet;

58. N 77° 56' 07" E a distance of 54.90 feet;
59. N 79° 21' 17" E a distance of 32.59 feet;
60. N 79° 51' 30" E a distance of 30.19 feet;
61. N 81° 04' 54" E a distance of 30.69 feet;
62. N 82° 42' 42" E a distance of 26.71 feet;
63. N 85° 59' 16" E a distance of 29.83 feet;
64. N 87° 30' 36" E a distance of 25.59 feet;
65. N 89° 45' 47" E a distance of 26.85 feet;
66. S 89° 47' 40" E a distance of 21.27 feet to the point of intersection with line 3-2 of the St. Anthony Lode, US Mineral Survey No. 19174;

thence N 39° 31' 27" E along said line 3-2 of said St. Anthony Lode a distance of 246.50 feet to the point of intersection with line 1-6 of the Susan-Mary Lode, US Mineral Survey No. 694;

thence S 19° 06' 00" E along said line 1-6 of said Susan-Mary Lode a distance of 35.27 feet to corner No. 6 of said Susan-Mary Lode;

thence N 70° 54' 00" E along line 6-5 of said Susan-Mary Lode a distance of 224.97 feet to the point of intersection with the east-west centerline of the NW 1/4 of said Section 18, the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said east-west centerline and City of Black Hawk Patented Boundary a distance of 553.67 feet to the point of intersection with line 4-3 of the Golden Gad Lode, US Mineral Survey No. 13048;

thence S 49° 45' 10" W along said line 4-3 of said Golden Gad Lode a distance of 340.06 feet to corner No. 3 of said Golden Gad Lode;

thence S 63° 17' 40" W along line 3-2 of said Golden Gad Lode a distance of 259.61 feet to the point of intersection with the easterly edge of Lake Gulch Road;

thence along said easterly edge of Lake Gulch Road the following 178 courses:

79. S 47° 36' 27" E a distance of 20.45 feet;
80. S 37° 01' 46" E a distance of 33.69 feet;
81. S 31° 20' 23" E a distance of 35.62 feet;
82. S 29° 21' 33" E a distance of 35.80 feet;
83. S 28° 33' 24" E a distance of 35.14 feet;
84. S 28° 15' 54" E a distance of 26.48 feet;

85. S 28° 12' 54" E a distance of 25.97 feet;
86. S 28° 29' 34" E a distance of 25.05 feet;
87. S 29° 02' 31" E a distance of 37.67 feet;
88. S 30° 53' 34" E a distance of 33.92 feet;
89. S 32° 21' 41" E a distance of 28.92 feet;
90. S 34° 37' 33" E a distance of 32.85 feet;
91. S 38° 27' 56" E a distance of 34.04 feet;
92. S 44° 59' 11" E a distance of 32.08 feet;
93. S 48° 19' 15" E a distance of 29.52 feet;
94. S 48° 45' 27" E a distance of 31.84 feet;
95. S 50° 32' 17" E a distance of 30.12 feet;
96. S 52° 05' 43" E a distance of 32.15 feet;
97. S 51° 09' 16" E a distance of 29.84 feet;
98. S 51° 16' 35" E a distance of 28.26 feet;
99. S 53° 32' 16" E a distance of 26.81 feet;
100. S 54° 36' 48" E a distance of 27.25 feet;
101. S 54° 32' 13" E a distance of 32.80 feet;
102. S 57° 04' 54" E a distance of 26.24 feet;
103. S 58° 48' 15" E a distance of 27.12 feet;
104. S 58° 36' 20" E a distance of 29.13 feet;
105. S 57° 16' 49" E a distance of 30.45 feet;
106. S 57° 52' 07" E a distance of 29.57 feet;
107. S 57° 47' 48" E a distance of 29.54 feet;
108. S 58° 32' 09" E a distance of 30.64 feet;
109. S 58° 55' 55" E a distance of 31.93 feet;
110. S 60° 47' 03" E a distance of 32.05 feet;
111. S 64° 12' 09" E a distance of 30.05 feet;
112. S 66° 59' 32" E a distance of 31.36 feet;

- 113. S 64° 57' 54" E a distance of 31.74 feet;
- 114. S 66° 27' 41" E a distance of 30.74 feet;
- 115. S 62° 36' 41" E a distance of 31.24 feet;
- 116. S 56° 45' 33" E a distance of 32.71 feet;
- 117. S 52° 10' 05" E a distance of 34.02 feet;
- 118. S 47° 33' 12" E a distance of 35.06 feet;
- 119. S 46° 14' 32" E a distance of 33.54 feet;
- 120. S 46° 05' 49" E a distance of 31.95 feet;
- 121. S 47° 24' 34" E a distance of 33.28 feet;
- 122. S 46° 33' 23" E a distance of 34.15 feet;
- 123. S 45° 20' 14" E a distance of 34.73 feet;
- 124. S 45° 05' 49" E a distance of 33.04 feet;
- 125. S 45° 18' 29" E a distance of 32.28 feet;
- 126. S 44° 25' 34" E a distance of 31.87 feet;
- 127. S 47° 16' 09" E a distance of 32.58 feet;
- 128. S 44° 56' 55" E a distance of 26.51 feet;
- 129. S 42° 17' 50" E a distance of 25.71 feet;
- 130. S 41° 52' 51" E a distance of 35.65 feet;
- 131. S 41° 29' 04" E a distance of 32.31 feet;
- 132. S 41° 30' 58" E a distance of 32.61 feet;
- 133. S 39° 40' 26" E a distance of 30.10 feet;
- 134. S 43° 51' 36" E a distance of 31.28 feet;
- 135. S 47° 25' 27" E a distance of 31.08 feet;
- 136. S 47° 57' 34" E a distance of 35.15 feet;
- 137. S 46° 02' 34" E a distance of 25.97 feet;
- 138. S 38° 52' 14" E a distance of 38.09 feet;
- 139. S 33° 48' 48" E a distance of 27.44 feet;
- 140. S 29° 24' 22" E a distance of 27.32 feet;

141. S 30° 56' 40" E a distance of 24.48 feet;
142. S 37° 52' 45" E a distance of 31.32 feet;
143. S 49° 29' 24" E a distance of 26.70 feet;
144. S 59° 21' 59" E a distance of 26.42 feet;
145. S 61° 44' 13" E a distance of 33.59 feet;
146. S 61° 25' 24" E a distance of 33.52 feet;
147. S 59° 58' 24" E a distance of 29.16 feet;
148. S 51° 35' 16" E a distance of 26.06 feet;
149. S 49° 06' 25" E a distance of 26.55 feet;
150. S 45° 20' 47" E a distance of 27.74 feet;
151. S 43° 58' 04" E a distance of 27.96 feet;
152. S 42° 43' 23" E a distance of 30.25 feet;
153. S 37° 44' 53" E a distance of 28.83 feet;
154. S 34° 08' 31" E a distance of 30.46 feet;
155. S 38° 01' 46" E a distance of 25.88 feet;
156. S 42° 12' 45" E a distance of 27.54 feet;
157. S 43° 31' 15" E a distance of 28.13 feet;
158. S 45° 09' 35" E a distance of 27.49 feet;
159. S 47° 37' 34" E a distance of 28.24 feet;
160. S 48° 21' 34" E a distance of 28.91 feet;
161. S 49° 32' 52" E a distance of 30.52 feet;
162. S 51° 12' 12" E a distance of 30.55 feet;
163. S 52° 37' 45" E a distance of 28.19 feet;
164. S 53° 43' 00" E a distance of 33.90 feet;
165. S 53° 50' 43" E a distance of 25.59 feet;
166. S 50° 23' 24" E a distance of 26.25 feet;
167. S 48° 28' 12" E a distance of 27.86 feet;
168. S 48° 55' 48" E a distance of 29.88 feet;

169. S 51° 44' 53" E a distance of 28.55 feet;
170. S 56° 10' 53" E a distance of 31.14 feet;
171. S 62° 17' 04" E a distance of 31.05 feet;
172. S 66° 41' 03" E a distance of 25.85 feet;
173. S 66° 40' 06" E a distance of 27.06 feet;
174. S 61° 34' 17" E a distance of 32.80 feet;
175. S 57° 56' 49" E a distance of 30.20 feet;
176. S 54° 58' 57" E a distance of 28.04 feet;
177. S 58° 52' 53" E a distance of 25.03 feet;
178. S 62° 37' 03" E a distance of 29.46 feet;
179. S 68° 24' 20" E a distance of 27.25 feet;
180. S 67° 48' 40" E a distance of 31.55 feet;
181. S 69° 00' 03" E a distance of 30.04 feet;
182. S 69° 23' 51" E a distance of 31.51 feet;
183. S 69° 16' 06" E a distance of 30.58 feet;
184. S 69° 40' 34" E a distance of 29.60 feet;
185. S 70° 53' 21" E a distance of 28.11 feet;
186. S 73° 08' 35" E a distance of 28.55 feet;
187. S 76° 41' 49" E a distance of 29.15 feet;
188. S 81° 25' 50" E a distance of 28.60 feet;
189. S 85° 47' 52" E a distance of 28.17 feet;
190. S 85° 57' 08" E a distance of 28.99 feet;
191. S 85° 10' 50" E a distance of 29.44 feet;
192. S 84° 02' 37" E a distance of 25.81 feet;
193. S 82° 55' 20" E a distance of 27.68 feet;
194. S 83° 57' 02" E a distance of 32.67 feet;
195. S 85° 25' 50" E a distance of 33.32 feet;
196. S 87° 06' 51" E a distance of 30.91 feet;

197. N 89° 52' 43" E a distance of 27.50 feet;
198. S 85° 37' 54" E a distance of 30.90 feet;
199. S 75° 08' 14" E a distance of 35.56 feet;
200. S 53° 47' 50" E a distance of 29.23 feet;
201. S 38° 37' 56" E a distance of 34.32 feet;
202. S 18° 09' 05" E a distance of 33.14 feet;
203. S 07° 44' 55" E a distance of 32.64 feet;
204. S 04° 13' 02" E a distance of 31.99 feet;
205. S 00° 41' 58" W a distance of 31.57 feet;
206. S 01° 13' 29" W a distance of 32.44 feet;
207. S 00° 03' 20" E a distance of 32.16 feet;
208. S 02° 47' 46" W a distance of 28.30 feet;
209. S 06° 12' 17" W a distance of 38.26 feet;
210. S 16° 17' 42" W a distance of 37.16 feet;
211. S 24° 29' 21" W a distance of 29.34 feet;
212. S 28° 41' 22" W a distance of 45.06 feet;
213. S 34° 24' 43" W a distance of 30.28 feet;
214. S 40° 01' 56" W a distance of 30.05 feet;
215. S 43° 22' 45" W a distance of 38.41 feet;
216. S 41° 40' 02" W a distance of 34.91 feet;
217. S 37° 13' 45" W a distance of 32.47 feet;
218. S 31° 34' 31" W a distance of 32.66 feet;
219. S 26° 02' 44" W a distance of 35.71 feet;
220. S 24° 24' 12" W a distance of 32.11 feet;
221. S 20° 02' 45" W a distance of 28.30 feet;
222. S 19° 00' 54" W a distance of 35.03 feet;
223. S 15° 53' 59" W a distance of 32.80 feet;
224. S 13° 56' 52" W a distance of 28.35 feet;

- 225. S 13° 41' 03" W a distance of 27.80 feet;
- 226. S 14° 06' 12" W a distance of 47.10 feet;
- 227. S 11° 45' 46" W a distance of 29.86 feet;
- 228. S 13° 18' 52" W a distance of 15.92 feet;
- 229. S 10° 22' 47" W a distance of 30.16 feet;
- 230. S 09° 29' 42" W a distance of 30.12 feet;
- 231. S 11° 50' 43" W a distance of 31.40 feet;
- 232. S 11° 03' 12" W a distance of 31.62 feet;
- 233. S 10° 04' 56" W a distance of 25.34 feet;
- 234. S 11° 08' 36" W a distance of 19.58 feet;
- 235. S 33° 47' 37" E a distance of 7.58 feet;
- 236. S 32° 05' 32" E a distance of 27.59 feet;
- 237. S 44° 08' 01" E a distance of 29.13 feet;
- 238. S 52° 04' 36" E a distance of 27.04 feet;
- 239. S 54° 37' 49" E a distance of 25.73 feet;
- 240. S 54° 46' 58" E a distance of 26.38 feet;
- 241. S 58° 03' 45" E a distance of 30.82 feet;
- 242. S 59° 18' 04" E a distance of 25.17 feet;
- 243. S 63° 19' 05" E a distance of 29.27 feet;
- 244. S 60° 16' 48" E a distance of 30.28 feet;
- 245. S 61° 39' 09" E a distance of 33.01 feet;
- 246. S 61° 28' 38" E a distance of 33.37 feet;
- 247. S 55° 46' 17" E a distance of 29.95 feet;
- 248. S 56° 17' 05" E a distance of 38.86 feet;
- 249. S 51° 45' 51" E a distance of 57.67 feet;
- 250. S 48° 44' 08" E a distance of 91.48 feet;
- 251. S 45° 53' 24" E a distance of 48.20 feet;
- 252. S 43° 37' 26" E a distance of 41.87 feet;

- 253. S 45° 38' 04" E a distance of 24.91 feet;
- 254. S 49° 36' 04" E a distance of 29.00 feet;
- 255. S 53° 53' 44" E a distance of 30.11 feet;
- 256. S 58° 27' 45" E a distance of 15.49 feet to the point of intersection with the south line of the SE ¼ of said Section 18;

thence N 89° 44' 17" W along said south line of said SE ¼ of said Section 18 a distance of 39.68 feet to the point of intersection with the westerly and southerly edge of said Lake Gulch Road;

thence along said westerly and southerly edge of said Lake Gulch Road the following 259 courses:

- 1. N 53° 53' 44" W a distance of 14.21 feet;
- 2. N 49° 36' 04" W a distance of 30.59 feet;
- 3. N 45° 38' 04" W a distance of 26.06 feet;
- 4. N 43° 37' 26" W a distance of 41.82 feet;
- 5. N 45° 53' 24" W a distance of 47.21 feet;
- 6. N 48° 44' 08" W a distance of 90.36 feet;
- 7. N 51° 45' 51" W a distance of 56.22 feet;
- 8. N 56° 17' 05" W a distance of 38.09 feet;
- 9. N 55° 46' 17" W a distance of 28.96 feet;
- 10. N 61° 28' 38" W a distance of 32.24 feet;
- 11. N 61° 39' 09" W a distance of 33.24 feet;
- 12. N 60° 16' 48" W a distance of 29.96 feet;
- 13. N 63° 19' 05" W a distance of 29.46 feet;
- 14. N 59° 18' 04" W a distance of 26.18 feet;
- 15. N 58° 03' 45" W a distance of 31.69 feet;
- 16. N 54° 46' 58" W a distance of 27.04 feet;
- 17. N 54° 37' 49" W a distance of 26.25 feet;
- 18. N 52° 04' 36" W a distance of 29.05 feet;
- 19. N 44° 08' 01" W a distance of 32.98 feet;
- 20. N 32° 05' 32" W a distance of 29.58 feet;

21. N 33° 47' 37" W a distance of 16.35 feet;
22. N 11° 08' 36" E a distance of 28.47 feet;
23. N 10° 04' 56" E a distance of 25.32 feet;
24. N 11° 03' 12" E a distance of 31.96 feet;
25. N 11° 50' 43" E a distance of 31.10 feet;
26. N 09° 29' 42" E a distance of 29.84 feet;
27. N 10° 22' 47" E a distance of 30.89 feet;
28. N 13° 18' 52" E a distance of 16.19 feet;
29. N 11° 45' 46" E a distance of 30.01 feet;
30. N 14° 06' 12" E a distance of 47.47 feet;
31. N 13° 41' 03" E a distance of 27.77 feet;
32. N 13° 56' 52" E a distance of 28.78 feet;
33. N 15° 53' 59" E a distance of 33.77 feet;
34. N 19° 00' 54" E a distance of 35.82 feet;
35. N 20° 02' 45" E a distance of 29.34 feet;
36. N 24° 24' 12" E a distance of 33.26 feet;
37. N 26° 02' 44" E a distance of 37.09 feet;
38. N 31° 34' 31" E a distance of 34.81 feet;
39. N 37° 13' 45" E a distance of 34.41 feet;
40. N 41° 40' 02" E a distance of 36.10 feet;
41. N 43° 22' 45" E a distance of 38.09 feet;
42. N 40° 01' 56" E a distance of 28.32 feet;
43. N 34° 24' 43" E a distance of 28.10 feet;
44. N 28° 41' 22" E a distance of 43.15 feet;
45. N 24° 29' 21" E a distance of 26.96 feet;
46. N 16° 17' 42" E a distance of 33.64 feet;
47. N 06° 12' 17" E a distance of 35.66 feet;
48. N 02° 47' 46" E a distance of 27.09 feet;

49. N 00° 03' 20" W a distance of 31.86 feet;
50. N 01° 13' 29" E a distance of 32.59 feet;
51. N 00° 41' 58" E a distance of 30.52 feet;
52. N 04° 13' 02" W a distance of 30.37 feet;
53. N 07° 44' 55" W a distance of 29.96 feet;
54. N 18° 09' 05" W a distance of 27.17 feet;
55. N 38° 37' 56" W a distance of 27.41 feet;
56. N 53° 47' 50" W a distance of 22.16 feet;
57. N 75° 08' 14" W a distance of 29.40 feet;
58. N 85° 37' 54" W a distance of 28.02 feet;
59. S 89° 52' 43" W a distance of 27.21 feet;
60. N 87° 06' 51" W a distance of 31.81 feet;
61. N 85° 25' 50" W a distance of 33.93 feet;
62. N 83° 57' 02" W a distance of 33.15 feet;
63. N 82° 55' 20" W a distance of 27.67 feet;
64. N 84° 02' 37" W a distance of 25.38 feet;
65. N 85° 10' 50" W a distance of 29.07 feet;
66. N 85° 57' 08" W a distance of 28.87 feet;
67. N 85° 47' 52" W a distance of 29.04 feet;
68. N 81° 25' 50" W a distance of 30.35 feet;
69. N 76° 41' 49" W a distance of 30.74 feet;
70. N 73° 08' 35" W a distance of 29.67 feet;
71. N 70° 53' 21" W a distance of 28.78 feet;
72. N 69° 40' 34" W a distance of 29.91 feet;
73. N 69° 16' 06" W a distance of 30.63 feet;
74. N 69° 23' 51" W a distance of 31.56 feet;
75. N 69° 00' 03" W a distance of 30.35 feet;
76. N 67° 48' 40" W a distance of 31.66 feet;

77. N 68° 24' 20" W a distance of 28.25 feet;
78. N 62° 37' 03" W a distance of 31.29 feet;
79. N 58° 52' 53" W a distance of 26.50 feet;
80. N 54° 58' 57" W a distance of 28.22 feet;
81. N 57° 56' 49" W a distance of 28.94 feet;
82. N 61° 34' 17" W a distance of 31.12 feet;
83. N 66° 40' 06" W a distance of 26.08 feet;
84. N 66° 41' 03" W a distance of 26.69 feet;
85. N 62° 17' 04" W a distance of 33.06 feet;
86. N 56° 10' 53" W a distance of 33.17 feet;
87. N 51° 44' 53" W a distance of 29.94 feet;
88. N 48° 55' 48" W a distance of 30.51 feet;
89. N 48° 28' 12" W a distance of 27.58 feet;
90. N 50° 23' 24" W a distance of 25.21 feet;
91. N 53° 50' 43" W a distance of 24.95 feet;
92. N 53° 43' 00" W a distance of 34.13 feet;
93. N 52° 37' 45" W a distance of 28.67 feet;
94. N 51° 12' 12" W a distance of 31.14 feet;
95. N 49° 32' 52" W a distance of 31.07 feet;
96. N 48° 21' 34" W a distance of 29.28 feet;
97. N 47° 37' 34" W a distance of 28.86 feet;
98. N 45° 09' 35" W a distance of 28.28 feet;
99. N 43° 31' 15" W a distance of 28.69 feet;
100. N 42° 12' 45" W a distance of 28.59 feet;
101. N 38° 01' 46" W a distance of 27.43 feet;
102. N 34° 08' 31" W a distance of 30.52 feet;
103. N 37° 44' 53" W a distance of 27.18 feet;
104. N 42° 43' 23" W a distance of 29.05 feet;

105. N 43° 58' 04" W a distance of 27.46 feet;
106. N 45° 20' 47" W a distance of 26.75 feet;
107. N 49° 06' 25" W a distance of 25.35 feet;
108. N 51° 35' 16" W a distance of 23.97 feet;
109. N 59° 58' 24" W a distance of 27.27 feet;
110. N 61° 25' 24" W a distance of 33.19 feet;
111. N 61° 44' 13" W a distance of 33.99 feet;
112. N 59° 21' 59" W a distance of 28.78 feet;
113. N 49° 29' 24" W a distance of 30.84 feet;
114. N 37° 52' 45" W a distance of 34.89 feet;
115. N 30° 56' 40" W a distance of 26.10 feet;
116. N 29° 24' 22" W a distance of 26.77 feet;
117. N 33° 48' 48" W a distance of 25.62 feet;
118. N 38° 52' 14" W a distance of 35.74 feet;
119. N 46° 02' 34" W a distance of 24.23 feet;
120. N 47° 57' 34" W a distance of 34.89 feet;
121. N 47° 25' 27" W a distance of 31.87 feet;
122. N 43° 51' 36" W a distance of 32.77 feet;
123. N 39° 40' 26" W a distance of 30.55 feet;
124. N 41° 30' 58" W a distance of 32.25 feet;
125. N 41° 29' 04" W a distance of 32.24 feet;
126. N 41° 52' 51" W a distance of 35.49 feet;
127. N 42° 17' 50" W a distance of 25.12 feet;
128. N 44° 56' 55" W a distance of 25.56 feet;
129. N 47° 16' 09" W a distance of 32.68 feet;
130. N 44° 25' 34" W a distance of 32.24 feet;
131. N 45° 18' 29" W a distance of 32.15 feet;
132. N 45° 05' 49" W a distance of 33.03 feet;

133. N 45° 20' 14" W a distance of 34.45 feet;
134. N 46° 33' 23" W a distance of 33.75 feet;
135. N 47° 24' 34" W a distance of 33.36 feet;
136. N 46° 05' 49" W a distance of 32.17 feet;
137. N 46° 14' 32" W a distance of 33.26 feet;
138. N 47° 33' 12" W a distance of 33.92 feet;
139. N 52° 10' 05" W a distance of 32.26 feet;
140. N 56° 45' 33" W a distance of 30.70 feet;
141. N 62° 36' 41" W a distance of 29.38 feet;
142. N 66° 27' 41" W a distance of 30.28 feet;
143. N 64° 57' 54" W a distance of 31.64 feet;
144. N 66° 59' 32" W a distance of 31.51 feet;
145. N 64° 12' 09" W a distance of 31.24 feet;
146. N 60° 47' 03" W a distance of 33.06 feet;
147. N 58° 55' 55" W a distance of 32.37 feet;
148. N 58° 32' 09" W a distance of 30.86 feet;
149. N 57° 47' 48" W a distance of 29.66 feet;
150. N 57° 52' 07" W a distance of 29.67 feet;
151. N 57° 16' 49" W a distance of 30.31 feet;
152. N 58° 36' 20" W a distance of 28.84 feet;
153. N 58° 48' 15" W a distance of 27.42 feet;
154. N 57° 04' 54" W a distance of 27.06 feet;
155. N 54° 32' 13" W a distance of 33.27 feet;
156. N 54° 36' 48" W a distance of 27.44 feet;
157. N 53° 32' 16" W a distance of 27.45 feet;
158. N 51° 16' 35" W a distance of 28.72 feet;
159. N 51° 09' 16" W a distance of 29.69 feet;
160. N 52° 05' 43" W a distance of 32.27 feet;

161. N 50° 32' 17" W a distance of 30.76 feet;
162. N 48° 45' 27" W a distance of 32.27 feet;
163. N 48° 19' 15" W a distance of 30.25 feet;
164. N 44° 59' 11" W a distance of 33.97 feet;
165. N 38° 27' 56" W a distance of 36.03 feet;
166. N 34° 37' 33" W a distance of 34.03 feet;
167. N 32° 21' 41" W a distance of 29.64 feet;
168. N 30° 53' 34" W a distance of 34.55 feet;
169. N 29° 02' 31" W a distance of 38.14 feet;
170. N 28° 29' 34" W a distance of 25.20 feet;
171. N 28° 12' 54" W a distance of 26.03 feet;
172. N 28° 15' 54" W a distance of 26.41 feet;
173. N 28° 33' 24" W a distance of 34.93 feet;
174. N 29° 21' 33" W a distance of 35.27 feet;
175. N 31° 20' 23" W a distance of 34.15 feet;
176. N 37° 01' 46" W a distance of 30.56 feet;
177. N 47° 36' 27" W a distance of 27.50 feet;
178. N 55° 33' 38" W a distance of 30.91 feet;
179. N 61° 36' 30" W a distance of 25.13 feet;
180. N 63° 34' 32" W a distance of 26.32 feet;
181. N 64° 31' 22" W a distance of 25.12 feet;
182. N 67° 22' 05" W a distance of 26.00 feet;
183. N 69° 56' 57" W a distance of 31.66 feet;
184. N 71° 44' 22" W a distance of 26.36 feet;
185. N 73° 18' 40" W a distance of 30.03 feet;
186. N 77° 37' 44" W a distance of 25.62 feet;
187. N 82° 16' 38" W a distance of 26.04 feet;
188. N 88° 32' 40" W a distance of 28.15 feet;

189. S 89° 07' 00" W a distance of 25.28 feet;
190. S 87° 57' 44" W a distance of 28.75 feet;
191. S 89° 11' 41" W a distance of 28.08 feet;
192. S 89° 11' 13" W a distance of 25.02 feet;
193. N 89° 16' 33" W a distance of 25.73 feet;
194. N 89° 47' 40" W a distance of 29.71 feet;
195. S 89° 45' 47" W a distance of 26.33 feet;
196. S 87° 30' 36" W a distance of 24.87 feet;
197. S 85° 59' 16" W a distance of 28.91 feet;
198. S 82° 42' 42" W a distance of 25.77 feet;
199. S 81° 04' 54" W a distance of 30.14 feet;
200. S 79° 51' 30" W a distance of 29.85 feet;
201. S 79° 21' 17" W a distance of 32.22 feet;
202. S 77° 56' 07" W a distance of 54.21 feet;
203. S 75° 45' 56" W a distance of 33.26 feet;
204. S 75° 55' 53" W a distance of 33.03 feet;
205. S 76° 19' 36" W a distance of 34.26 feet;
206. S 76° 11' 24" W a distance of 34.55 feet;
207. S 77° 18' 33" W a distance of 35.14 feet;
208. S 77° 38' 35" W a distance of 34.96 feet;
209. S 78° 11' 27" W a distance of 5.81 feet;
210. S 79° 17' 59" W a distance of 28.84 feet;
211. S 76° 41' 51" W a distance of 24.88 feet;
212. S 78° 32' 38" W a distance of 27.26 feet;
213. S 78° 51' 11" W a distance of 28.33 feet;
214. S 77° 13' 39" W a distance of 28.92 feet;
215. S 75° 42' 50" W a distance of 28.46 feet;
216. S 74° 45' 31" W a distance of 27.02 feet;

- 217. S 71° 51' 48" W a distance of 26.69 feet;
- 218. S 68° 41' 24" W a distance of 27.19 feet;
- 219. S 72° 28' 10" W a distance of 26.92 feet;
- 220. S 72° 23' 23" W a distance of 26.00 feet;
- 221. S 70° 17' 29" W a distance of 27.18 feet;
- 222. S 68° 11' 21" W a distance of 28.17 feet;
- 223. S 68° 11' 55" W a distance of 28.31 feet;
- 224. S 68° 02' 26" W a distance of 28.95 feet;
- 225. S 69° 29' 32" W a distance of 29.75 feet;
- 226. S 71° 02' 53" W a distance of 29.23 feet;
- 227. S 73° 10' 29" W a distance of 27.76 feet;
- 228. S 74° 45' 56" W a distance of 27.07 feet;
- 229. S 76° 30' 21" W a distance of 27.01 feet;
- 230. S 77° 53' 04" W a distance of 25.96 feet;
- 231. S 80° 36' 50" W a distance of 37.64 feet;
- 232. S 81° 54' 30" W a distance of 26.00 feet;
- 233. S 83° 11' 19" W a distance of 25.74 feet;
- 234. S 82° 00' 47" W a distance of 25.30 feet;
- 235. S 80° 13' 10" W a distance of 25.35 feet;
- 236. S 80° 28' 29" W a distance of 25.95 feet;
- 237. S 79° 54' 14" W a distance of 25.97 feet;
- 238. S 78° 39' 54" W a distance of 37.31 feet;
- 239. S 78° 10' 02" W a distance of 25.19 feet;
- 240. S 77° 08' 36" W a distance of 25.31 feet;
- 241. S 76° 54' 40" W a distance of 25.95 feet;
- 242. S 78° 58' 54" W a distance of 27.66 feet;
- 243. S 82° 03' 23" W a distance of 28.99 feet;
- 244. S 84° 07' 35" W a distance of 29.37 feet;

245. S 84° 48' 46" W a distance of 29.34 feet;
246. S 85° 29' 19" W a distance of 28.10 feet;
247. S 87° 31' 19" W a distance of 26.80 feet;
248. S 88° 16' 44" W a distance of 37.12 feet;
249. N 89° 43' 04" W a distance of 35.66 feet;
250. N 88° 22' 02" W a distance of 37.23 feet;
251. N 88° 22' 11" W a distance of 25.20 feet;
252. N 88° 24' 09" W a distance of 34.65 feet;
253. N 88° 23' 53" W a distance of 29.41 feet;
254. N 87° 13' 04" W a distance of 30.21 feet;
255. N 86° 21' 19" W a distance of 31.47 feet;
256. N 85° 28' 26" W a distance of 32.34 feet;
257. N 84° 42' 28" W a distance of 33.73 feet;
258. N 85° 15' 25" W a distance of 35.41 feet;
259. N 84° 44' 44" W a distance of 11.88 feet to the point of intersection with the east line of said NE ¼ of said Section 13;
thence N 00° 14' 12" E along said east line of said NE ¼ of said Section 13 a distance of 22.08 feet to the Point of Beginning containing 8.03 acres more or less.

Lake Gulch Whiskey Resort Annexation No.4

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 77° 17' 58" E a distance of 5,336.50 feet to a point on the easterly edge of Lake Gulch Road, being the Point of Beginning.

Thence S 88° 20' 50" E along the City of Black Hawk Boundary a distance of 663.62 feet to the S 1/16th corner of Sections 17 and 18;

thence S 00° 00' 33" W along the east line of the SE ¼ of said Section 18 a distance of 1312.03 feet to the SE corner of said Section 18;

thence N 89° 44' 17" W along the south line of the SE ¼ of said Section 18 a distance of 387.79 feet to a point on the easterly edge of Lake Gulch Road, County Road 6;

thence along said easterly edge of said Lake Gulch Road the following 32 courses:

1. N 58° 27' 45" W a distance of 15.49 feet;
2. N 53° 53' 44" W a distance of 30.11 feet;
3. N 49° 36' 04" W a distance of 29.00 feet;
4. N 45° 38' 04" W a distance of 24.91 feet;
5. N 43° 37' 26" W a distance of 41.87 feet;
6. N 45° 53' 24" W a distance of 48.20 feet;
7. N 48° 44' 08" W a distance of 91.48 feet;
8. N 51° 45' 51" W a distance of 57.67 feet;
9. N 56° 17' 05" W a distance of 38.86 feet;
10. N 55° 46' 17" W a distance of 29.95 feet;
11. N 61° 28' 38" W a distance of 33.37 feet;
12. N 61° 39' 09" W a distance of 33.01 feet;
13. N 60° 16' 48" W a distance of 30.28 feet;
14. N 63° 19' 05" W a distance of 29.27 feet;
15. N 59° 18' 04" W a distance of 25.17 feet;
16. N 58° 03' 45" W a distance of 30.82 feet;
17. N 54° 46' 58" W a distance of 26.38 feet;
18. N 54° 37' 49" W a distance of 25.73 feet;
19. N 52° 04' 36" W a distance of 27.04 feet;
20. N 44° 08' 01" W a distance of 29.13 feet;
21. N 32° 05' 32" W a distance of 27.59 feet;
22. N 33° 47' 37" W a distance of 7.58 feet;
23. N 11° 08' 36" E a distance of 19.58 feet;
24. N 10° 04' 56" E a distance of 25.34 feet;

25. N 11° 03' 12" E a distance of 31.62 feet;
 26. N 11° 50' 43" E a distance of 31.40 feet;
 27. N 09° 29' 42" E a distance of 30.12 feet;
 28. N 10° 22' 47" E a distance of 30.16 feet;
 29. N 13° 18' 52" E a distance of 15.92 feet;
 30. N 11° 45' 46" E a distance of 29.86 feet;
 31. N 14° 06' 12" E a distance of 47.10 feet;
 32. N 13° 41' 03" E a distance of 24.47 feet to the point of intersection with line 2-3 of the Rickard Lode, US Mineral Survey No. 16283;
- thence N 67° 02' 38" E along said line 2-3 of said Rickard Lode a distance of 945.51 feet to corner No. 3 of said Rickard Lode;
- thence N 23° 02' 09" W along line 3-4 of said Rickard Lode a distance of 150.08 feet to corner No. 4 of said Rickard Lode;
- thence S 67° 01' 09" W along line 4-1 of said Rickard Lode a distance of 153.49 feet to the point of intersection with line 3-4 of the Olivia Lode, US Mineral Survey No. 13916;
- thence S 29° 39' 14" E along said line 3-4 a distance of 131.02 feet to corner No. 4 of said Olivia Lode;
- thence S 60° 16' 49" W along line 4-1 of said Olivia Lode a distance of 150.24 feet to corner No. 1 of said Olivia Lode;
- thence N 29° 41' 13" W along line 1-2 of said Olivia Lode a distance of 148.78 to the point of intersection with said line 4-1 of said Rickard Lode;
- thence S 67° 01' 09" W along said line 4-1 of said Rickard Lode a distance of 497.85 feet to the point of intersection with the easterly line of said Lake Gulch Road;
- thence along said easterly edge of said Lake Gulch Road the following 14 courses:
1. N 31° 34' 31" E a distance of 20.73 feet;
 2. N 37° 13' 45" E a distance of 32.47 feet;
 3. N 41° 40' 02" E a distance of 34.91 feet;
 4. N 43° 22' 45" E a distance of 38.41 feet;
 5. N 40° 01' 56" E a distance of 30.05 feet;
 6. N 34° 24' 43" E a distance of 30.28 feet;
 7. N 28° 41' 22" E a distance of 45.06 feet;

8. N 24° 29' 21" E a distance of 29.34 feet;
9. N 16° 17' 42" E a distance of 37.16 feet;
10. N 06° 12' 17" E a distance of 38.26 feet;
11. N 02° 47' 46" E a distance of 28.30 feet;
12. N 00° 03' 20" W a distance of 32.16 feet;
13. N 01° 13' 29" E a distance of 32.44 feet;
14. N 00° 41' 58" E a distance of 31.57 feet to the Point of Beginning, containing 20.72 acres more or less.

Lake Gulch Whiskey Resort Annexation No.5

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 37° 49' 49" E a distance of 1,154.79 feet to the intersection of line 3-4 of the Annex Lode, US Mineral Survey No. 7799 with the easterly and northerly edge of Lake Gulch Road, County Road 6 being the Point of Beginning.

Thence N 61° 53' 31" E along said line 3-4 of said Annex Lode a distance of 1064.95 feet to the point of intersection with the east-west centerline of the NW ¼ of said Section 18 and the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said east-west centerline of said NW ¼ and City of Black Hawk Patented Boundary a distance of 227.43 feet to the point of intersection with line 1-4 of the St. Anthony Lode, US Mineral Survey No. 19174;

thence S 39° 30' 42" W along said line 1-4 of said St. Anthony Lode a distance of 328.85 feet to the point of intersection with said easterly and northerly edge of Lake Gulch Road;

thence along said easterly and northerly edge of Lake Gulch Road the following 8 courses:

1. S 79° 21' 17" W a distance of 10.12 feet;
2. S 77° 56' 07" W a distance of 54.90 feet;
3. S 75° 45' 56" W a distance of 33.64 feet;
4. S 75° 55' 53" W a distance of 32.92 feet;

5. S 76° 19' 36" W a distance of 34.21 feet;
6. S 76° 11' 24" W a distance of 34.36 feet;
7. S 77° 18' 33" W a distance of 34.86 feet;
8. S 77° 38' 35" W a distance of 27.75 feet to the point of intersection with line 1-2 of the Elizabeth Lode, US Mineral Survey No. 15894;

thence N 39° 23' 46" E along said line 1-2 of said Elizabeth Lode a distance of 249.88 feet to the point of intersection with line 3-2 of the Black Diamond Lode, US Mineral Survey No. 17634;

thence S 63° 58' 12" W along said line 3-2 of said Black Diamond Lode a distance of 827.46 feet to the point of intersection with said easterly and northerly edge of said Lake Gulch Road;

thence along said easterly and northerly edge of said Lake Gulch Road the following 5 courses:

1. S 80° 36' 50" W a distance of 18.54 feet;
2. S 81° 54' 30" W a distance of 25.51 feet;
3. S 83° 11' 19" W a distance of 25.72 feet;
4. S 82° 00' 47" W a distance of 25.87 feet;
5. S 80° 13' 10" W a distance of 22.34 feet to the Point of Beginning containing 2.58 acres more or less.

Lake Gulch Whiskey Resort Annexation No.6

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 20° 56' 43" E a distance of 997.85 feet to the point of intersection of line 3-4 of the Dale Lode, US Mineral Survey No. 13338 with line 2-1 of the Notaway Extension Lode, US Mineral Survey No. 9722 being the Point of Beginning.

thence N 24° 10' 55" E along said line 2-1 of said Notaway Extension Lode a distance of 105.93 feet to the point of intersection with line 1-5 of the Gulch Lode, US Mineral Survey No. 12784;

thence N 36° 25' 58" E along said line 1-5 of said Gulch Lode a distance of 382.53 feet to corner No. 5 of said Gulch Lode;

thence N 52° 39' 02" W along line 5-4 of said Gulch Lode a distance of 83.36 feet to the point of intersection with said Line 2-1 of said Notaway Extension Lode;

thence N 24° 10' 55" E along said Line 2-1 of said Notaway Extension Lode a distance of 36.99 feet to the point of intersection with the east-west centerline of the NW ¼ of said Section 18 and the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said east-west centerline and City of Black Hawk Patented Boundary a distance of 756.52 feet to the point of intersection with line 1-2 of the Annex Lode, US Mineral Survey No. 7799;

thence S 61° 53' 31" W along said line 1-2 of said Annex Lode a distance of 776.77 feet to the point of intersection with line 7-6 of said Dale Lode, US Mineral Survey No. 13338;

thence N 39° 23' 00" E along said line 7-6 of said Dale Lode a distance of 409.81 feet to corner No. 6 of said Dale Lode;

thence N 50° 28' 19" W along line 6-5 of said Dale Lode a distance of 74.00 feet to corner No. 5 of said Dale Lode;

thence N 89° 24' 17" W along line 5-4 of said Dale Lode a distance of 97.24 feet to corner No. 4 of said Dale Lode;

thence S 39° 23' 43" W along line 4-3 of said Dale Lode a distance of 624.77 feet to the Point of Beginning containing 2.35 acres more or less.

Lake Gulch Whiskey Resort Annexation No.7

A parcel of land located in Sections 17 and 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 77° 17' 58" E a distance of 5,336.50 feet to a point on the easterly edge of Lake Gulch Road;

thence S 88° 20' 50" E along the City of Black Hawk Boundary a distance of 663.62 feet to the S 1/16th corner of Sections 17 and 18 being the Point of Beginning.

Thence N 27° 33' 11" W along the City of Black Hawk Boundary a distance of 938.48 feet to corner No. 4 of the Little Mattie Lode, US Mineral Survey No. 970;

thence N 44° 29' 09" E along line 4-3 of said Little Mattie Lode a distance of 1500.03 feet to corner No. 3 of said Little Mattie Lode;

thence N 42° 07' 27" E along the City of Black Hawk Boundary a distance of 980.96 feet to the north-south centerline of the NW ¼ of said Section 17;

thence S 01° 03' 00" E along said north-south centerline of said NW ¼ of said Section 17 a distance of 1273.98 feet to the W 1/16th corner on the east-west centerline of said NW ¼ of Section 17;

thence S 00° 21' 55" E along said north-south centerline of said NW ¼ of said Section 17 a distance of 111.85 feet to the point of intersection with line 1-2 of the Mascot Lode, US Mineral Survey No. 845;

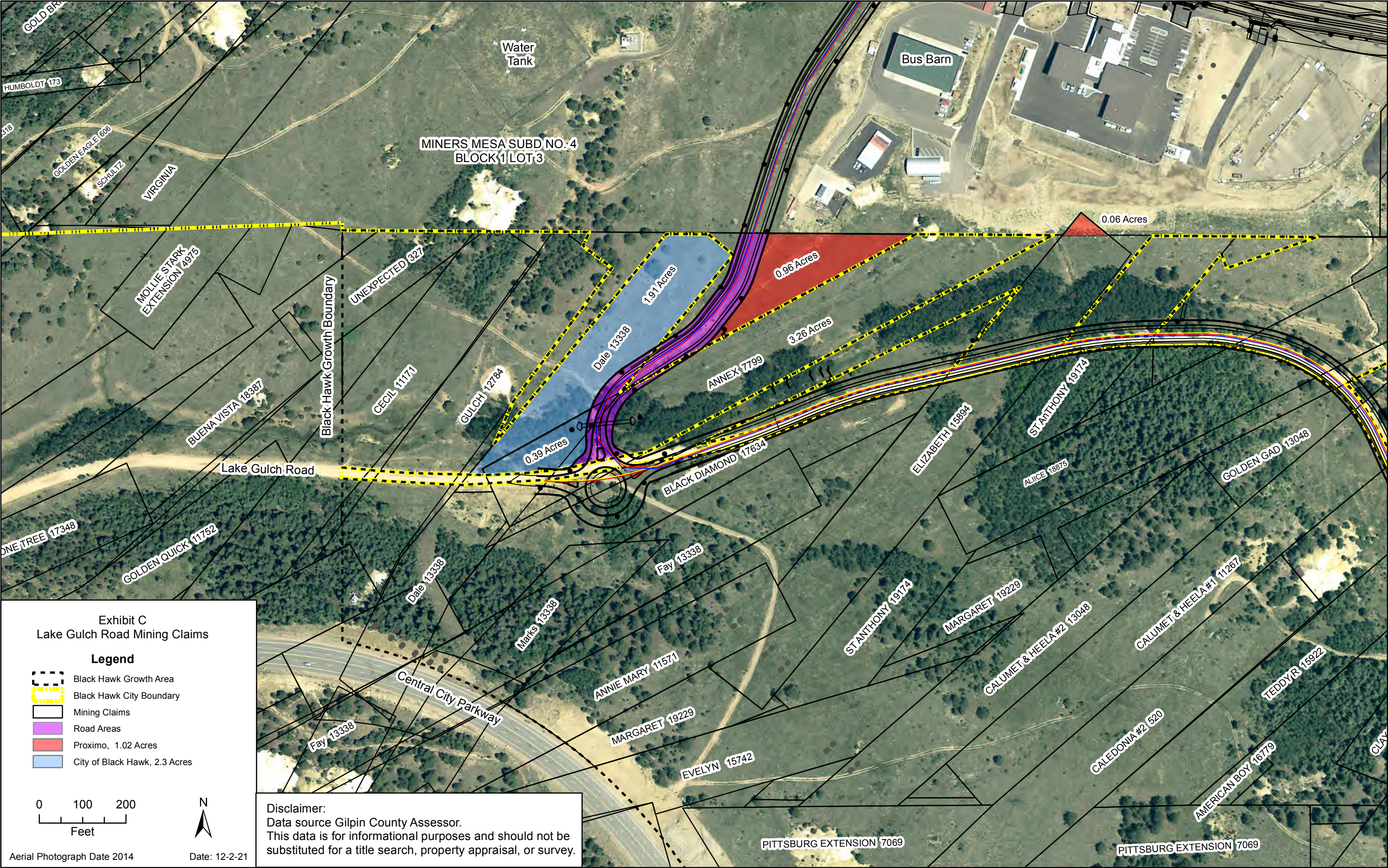
thence S 55° 22' 15" W along said line 1-2 of said Mascot Lode a distance of 100.62 feet to corner No. 2 of said Mascot Lode;

thence S 34° 54' 36" E along line 2-3 of said Mascot Lode a distance of 146.65 feet to the point of intersection with the north-south centerline of the SW ¼ of said Section 17;

thence S 00° 21' 55" E along said north-south centerline of said SW ¼ of said Section 17 a distance of 1034.62 feet to the SW 1/16th corner of said Section 17;

thence S 88° 35' 30" W along the east-west centerline of the SW ¼ of said Section 17 a distance of 1307.15 feet to the S 1/16th corner of Sections 17 and 18, the Point of Beginning containing 63.62 acres more or less.

EXHIBIT C



CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: To consider resolutions and ordinances accomplishing the approval of Lake Gulch Whiskey Resort Annexations 8 through 18, inclusive, and annexing said territory shown on the maps thereof into the City of Black Hawk, Colorado.

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE Resolution 84-2021, A Resolution Making Certain Findings of Fact Regarding the Proposed Annexation of a Parcel of Land to the City of Black Hawk, Colorado, Known as the Lake Gulch Whiskey Resort Annexation; AND

MOTION TO APPROVE Resolution 85-2021, A Resolution Making Certain Findings of Fact Regarding the Proposed Annexation of Parcels of Land to the City of Black Hawk, Colorado, Known as the Lake Gulch Whiskey Resort Annexation; AND

MOTION TO APPROVE Resolution 86-2021, A Resolution Making Certain Findings of Fact Regarding the Proposed Annexation of a Parcel of Land to the City of Black Hawk, Colorado, Known as the Lake Gulch Whiskey Resort Annexation; AND

MOTION TO APPROVE Resolution 87-2021, A Resolution Making Certain Findings of Fact Regarding the Proposed Annexation of a Parcel of Land to the City of Black Hawk, Colorado, Known as the Lake Gulch Whiskey Resort Annexation; AND

MOTION TO APPROVE Resolution 88-2021, A Resolution Making Certain Findings of Fact Regarding the Proposed Annexation of a Parcel of Land to the City of Black Hawk, Colorado, Known as the Lake Gulch Whiskey Resort Annexation; AND

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MOTION TO APPROVE Resolution 90-2021, A Resolution Making Certain Findings of Fact Regarding the Proposed Annexation of a Parcel of Land to the City of Black Hawk, Colorado, Known as the Lake Gulch Whiskey Resort Annexation; AND

MOTION TO APPROVE Resolution 91-2021, A Resolution Making Certain Findings of Fact Regarding the Proposed Annexation of a Parcel of Land to the City of Black Hawk, Colorado, Known as the Lake Gulch Whiskey Resort Annexation; AND

MOTION TO APPROVE Council Bill 40, A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel No. 8, Consisting of Contiguous Unincorporated Territory in Gilpin County Also Known as a Portion of the Lake Gulch Whiskey Resort Annexation; AND

MOTION TO APPROVE Council Bill 41, A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel No. 9, Consisting of Contiguous Unincorporated Territory in Gilpin County Also Known as a Portion of the Lake Gulch Whiskey Resort Annexation; AND

MOTION TO APPROVE Council Bill 42, A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel No. 10, Consisting of Contiguous Unincorporated Territory in Gilpin County Also Known as a Portion of the Lake Gulch Whiskey Resort Annexation; AND

MOTION TO APPROVE Council Bill 43, A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel No. 11, Consisting of Contiguous Unincorporated Territory in Gilpin County Also Known as a Portion of the Lake Gulch Whiskey Resort Annexation; AND

MOTION TO APPROVE Council Bill 44, A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel No. 12, Consisting of Contiguous Unincorporated Territory in Gilpin County Also Known as a Portion of the Lake Gulch Whiskey Resort Annexation; AND

MOTION TO APPROVE Council Bill 45, A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel No. 13, Consisting of Contiguous Unincorporated Territory in Gilpin County Also Known as a Portion of the Lake Gulch Whiskey Resort Annexation; AND

MOTION TO APPROVE Council Bill 46, A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel No. 14, Consisting of Contiguous Unincorporated Territory in Gilpin County Also Known as a Portion of the Lake Gulch Whiskey Resort Annexation; AND

MOTION TO APPROVE Council Bill 47, A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel No. 15, Consisting of Contiguous Unincorporated Territory in Gilpin County Also Known as a Portion of the Lake Gulch Whiskey Resort Annexation; AND

MOTION TO APPROVE Council Bill 48, A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel No. 16, Consisting of Contiguous Unincorporated Territory in Gilpin County Also Known as a Portion of the Lake Gulch Whiskey Resort Annexation; AND

MOTION TO APPROVE Council Bill 49, A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel No. 17, Consisting of Contiguous Unincorporated Territory in Gilpin County Also Known as a Portion of the Lake Gulch Whiskey Resort Annexation.

MOTION TO APPROVE Council Bill 50, A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel No. 18, Consisting of Contiguous Unincorporated Territory in Gilpin County Also Known as a Portion of the Lake Gulch Whiskey Resort Annexation.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On September 22, 2021 Proximo Distillers, LLC submitted petitions for eleven (11) annexations of land in unincorporated Gilpin County into the City of Black Hawk. The proposed annexations cover approximately 74.7 acres of land. The annexations consist of a portion of what has been previously referred to as the "Bulge" property located south of Lake Gulch Road and north of Central City Parkway, adjacent to the southern city limits of the City of Black Hawk.

AGENDA DATE:

December 8, 2021

WORKSHOP DATE:

N/A

FUNDING SOURCE:

N/A

DEPARTMENT DIRECTOR APPROVAL:

☒ Yes ☐ No

STAFF PERSON RESPONSIBLE:

Cynthia L. Linker
CP&D Director

DOCUMENTS ATTACHED:

Resolutions 84-2021 thru 91-2021
Council Bills 40 thru 50
Staff Report
Annexation Materials
Combined Application

RECORD:

☒ Yes ☐ No

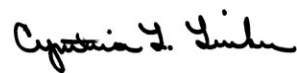
CoBH CERTIFICATE OF INSURANCE REQUIRED

☐ Yes ☒ No

CITY ATTORNEY REVIEW:

☒ Yes ☐ N/A

SUBMITTED BY:



Cynthia L. Linker, CP&D Director

REVIEWED BY:



Stephen N. Cole, City Manager



Vincent Harris, AICP, Baseline Corporation

Staff Report

**CITY OF BLACK HAWK
PLANNING / LAND USE**

Date prepared: November 23, 2021
Meeting Date: December 8, 2021

STAFF REPORT: Lake Gulch Whiskey Resort Annexations 8-18
For: City Council
Project: P-20-01c Lake Gulch Whiskey Resort Annexations 8 through 18
Property Address: Various – Lake Gulch Road on Gregory Hill
Applicants: Peter Weber, Coburn Architecture
o/b/o Proximo Distillers, LLC (landowner)
Zoning: Gilpin County to be rezoned by Black Hawk to CBS/PUD
Prepared by: Ethan Watel, AICP - Baseline Corporation
Approved by: Vincent Harris, AICP - Baseline Corporation
Reviewed by: Cynthia Linker, CP&D Director



BACKGROUND:

This Staff Report encompasses Resolution 84-2021 through 91-2021 and Council Bill 40 thru 50.

On September 22, 2021 Proximo Distillers, LLC (Proximo) submitted petitions for eleven (11) annexations of land in unincorporated Gilpin County into the City of Black Hawk. The proposed annexations cover approximately 74.7 acres of land. The annexations consist of a portion of what has been previously referred to as the “Bulge” property located south of Lake Gulch Road and north of Central City Parkway, adjacent to the southern city limits of the City of Black Hawk.

Proximo intends to develop a distillery for the Tincup Whiskey brand. The development is proposed to include a distillery, barrelhouses, a visitor's center, guesthouse and cabins, a restaurant, event space, retail, parking and outdoor activities.

Peter Weber of Coburn Architecture is the applicant on behalf of Proximo. An application for initial zoning was submitted, reviewed, recently re-submitted, and is covered in a separate staff report.

The 11 Lake Gulch Whiskey Resort Annexations were reviewed and processed in accordance with the City of Black Hawk Municipal Code and the Colorado Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*(the "Annexation Act"), and other applicable sections of Colorado Revised Statutes and the Colorado Constitution.

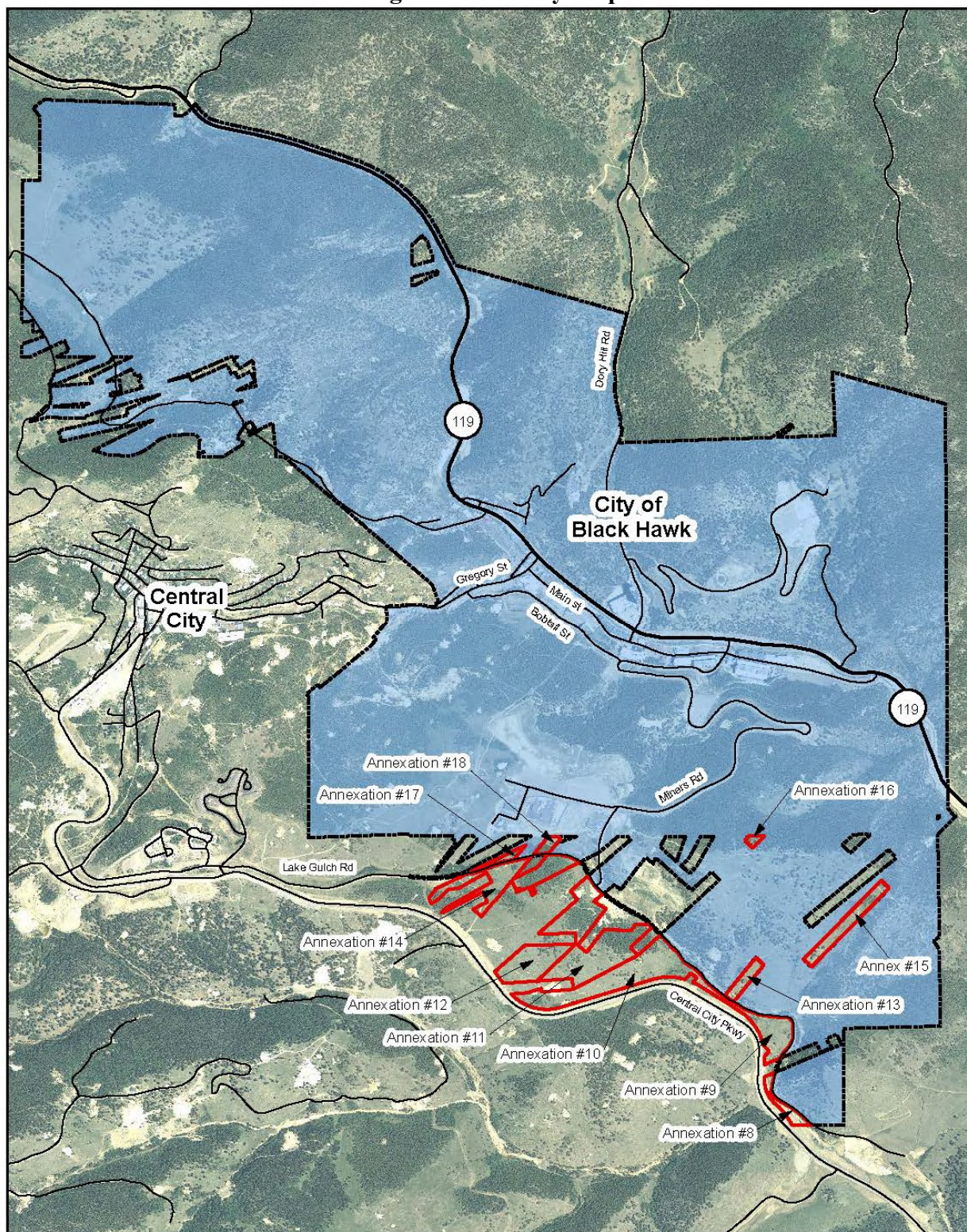
On October 13, 2021 the City of Black Hawk City Council adopted Resolutions 67-2021, 68-2021, 69-2021, 70-2021, 71-2021, 72-2021, 73-2021, and 74-2021 finding the eleven (11) annexation petitions “substantially complete” and setting December 8, 2021 as the date of the public hearing. Each Resolution contained one petition with the exception of Resolution 68-2021 which contained four (4) petitions.

ZONING:

The property to be annexed lies outside the city limits and Gilpin County does not maintain an accessible official zoning map. Concurrent with the annexation, the applicants are requesting approval

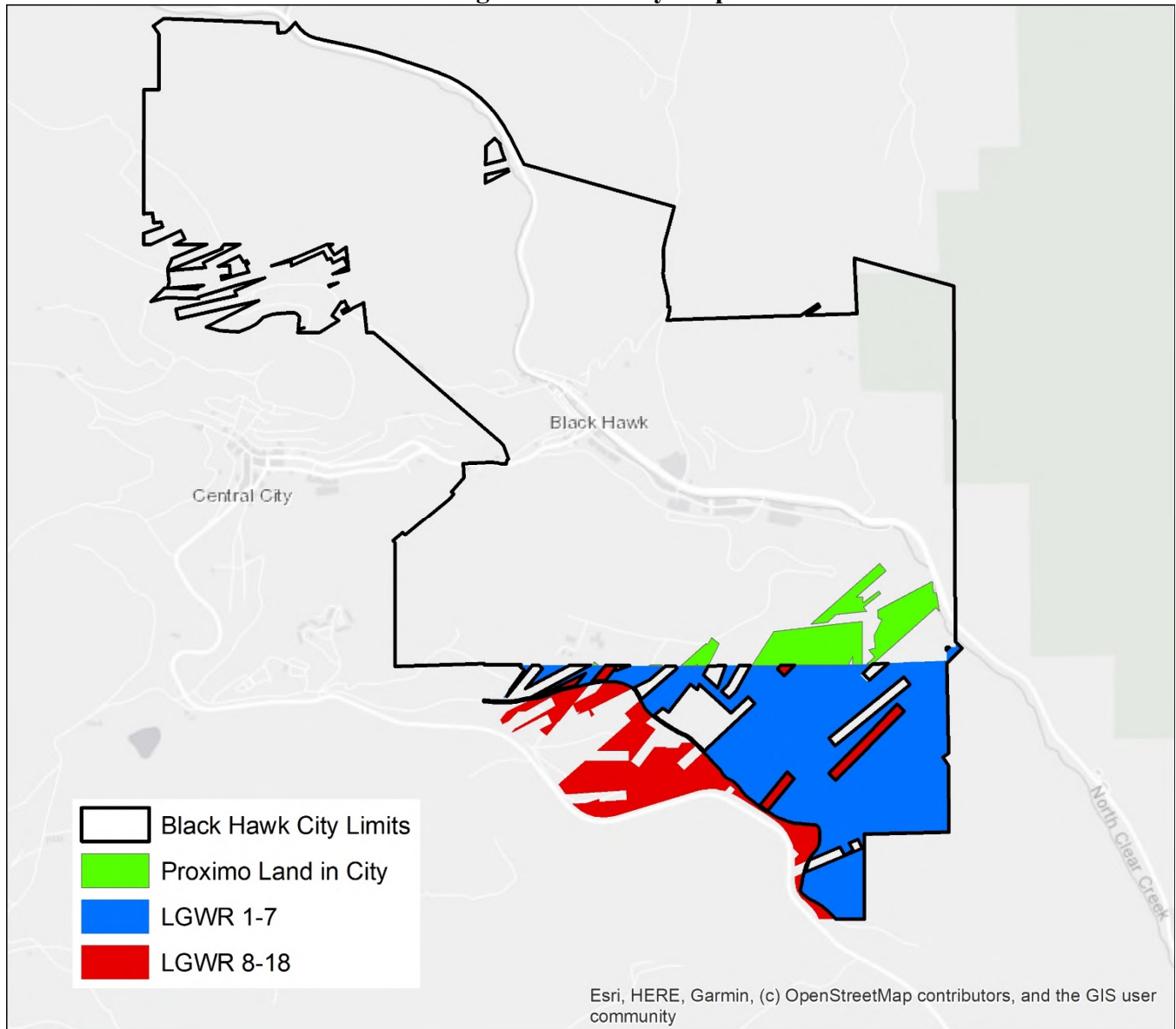
of an initial zoning to the Commercial/Business Services (C/BS) zoning district and the Planned Unit Development (PUD) overlay zoning district.

Figure 1: Vicinity Map



Shaded areas indicate current Black Hawk city limits. Red outlines are the boundaries of the proposed annexations.

Figure 2: Vicinity Map



REQUEST:

Proximo Distillers, LLC (petitioners) request the annexation of Lake Gulch Whiskey Resort Annexation No. 8, Lake Gulch Whiskey Resort Annexation No. 9, Lake Gulch Whiskey Resort Annexation No. 10, Lake Gulch Whiskey Resort Annexation No. 11, Lake Gulch Whiskey Resort Annexation No. 12, Lake Gulch Whiskey Resort Annexation No. 13, Lake Gulch Whiskey Resort Annexation No. 14, Lake Gulch Whiskey Resort Annexation No. 15, Lake Gulch Whiskey Resort Annexation No. 16, Lake Gulch Whiskey Resort Annexation No. 17, and Lake Gulch Whiskey Resort Annexation No. 18 into the City of Black Hawk, Colorado.

Applicable Colorado State Statutes

Excerpts from:

Title 31. Government – Municipal Article 12. Annexation – Consolidation – Disconnection Part 1. Municipal Annexation Act of 1965

§ 31-12-104. Eligibility for annexation

(1) No unincorporated area may be annexed to a municipality unless one of the conditions set forth in section 30 (1) of article II of the state constitution first has been met. An area is eligible for annexation if the provisions of section 30 of article II of the state constitution have been complied with and the governing body, at a hearing as provided in section 31-12-109, finds and determines:

(a) That not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the annexing municipality. Contiguity shall not be affected by the existence of a platted street or alley, a public or private right-of-way, a public or private transportation right-of-way or area, public lands, whether owned by the state, the United States, or an agency thereof, except county-owned open space, or a lake, reservoir, stream, or other natural or artificial waterway between the annexing municipality and the land proposed to be annexed. Subject to the requirements imposed by section 31-12-105 (1) (e), contiguity may be established by the annexation of one or more parcels in a series, which annexations may be completed simultaneously and considered together for the purposes of the public hearing required by sections 31-12-108 and 31-12-109 and the annexation impact report required by section 31-12-108.5.

Staff Comment: Each of the 11 proposed Lake Gulch Whiskey Resort annexations meets the one-sixth contiguity requirement. Annexations 9-12 are processed in a series of annexation plats.

(b) That a community of interest exists between the area proposed to be annexed and the annexing municipality; that said area is urban or will be urbanized in the near future; and that said area is integrated with or is capable of being integrated with the annexing municipality. The fact that the area proposed to be annexed has the contiguity with the annexing municipality required by paragraph (a) of this subsection (1) shall be a basis for a finding of compliance with these requirements...

Staff Comment: A community of interest exists between the City of Black Hawk and the area proposed to be annexed. The property is within the Future Growth Area identified in the Comprehensive Plan of the City of Black Hawk. The property is directly adjacent to the existing City limits.

§ 31-12-105. Limitations

(1) Notwithstanding any provisions of this part 1 to the contrary, the following limitations shall apply to all annexations:

(e)

(1) Except as otherwise provided in this paragraph (e), no annexation may take place that would have the effect of extending a municipal boundary more than three miles in any direction from any point of such municipal boundary in any one year. ... Prior to completion of any annexation within the three-mile area, the municipality shall have in place a plan for that area that generally describes the proposed location, character, and extent of streets, subways, bridges,

waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the municipality and the proposed land uses for the area. Such plan shall be updated at least once annually. ...

Staff Comment: The Comprehensive Plan of the City of Black Hawk is adopted as the Three-Mile Plan as well as an exhibit showing the current Black Hawk future Growth Area. The Comprehensive Plan identifies the area of the proposed annexation as a future growth area. The area is also identified as within Black Hawk's Future Growth Area in the Amended and Restated Intergovernmental Agreement between Black Hawk and Central City (see growth area exhibit included with this staff report).

(f) In establishing the boundaries of any area proposed to be annexed, if a portion of a platted street or alley is annexed, the entire width of said street or alley shall be included within the area annexed.

Staff Comment: LGWR Annexations 8-18 do not annex any rights-of-way. Lake Gulch Road was previously annexed into Black Hawk in 2020. The annexations abut Central City Parkway, which is located within the city limits of Central City.

§ 31-12-107. Petitions for annexation and for annexation elections

- (1) Petition for annexation in accordance with section 30 (1)(b) of article II of the state constitution:*
 - (a) Persons comprising more than fifty percent of the landowners in the area and owning more than fifty percent of the area, excluding public streets and alleys and any land owned by the annexing municipality, meeting the requirements of sections 31-12-104 and 31-12-105 may petition the governing body of any municipality for the annexation of such territory.*
 - (b) The petition shall be filed with the clerk.*
 - (c) The petition shall contain the following:*
 - (I) An allegation that it is desirable and necessary that such area be annexed to the municipality;*
 - (II) An allegation that the requirements of sections 31-12-104 and 31-12-105 exist or have been met;*
 - (III) An allegation that the signers of the petition comprise more than fifty percent of the landowners in the area and own more than fifty percent of the area proposed to be annexed, excluding public streets and alleys and any land owned by the annexing municipality;*
 - (IV) A request that the annexing municipality approve the annexation of the area proposed to be annexed;*
 - (V) The signatures of such landowners;*
 - (VI) The mailing address of each such signer;*
 - (VII) The legal description of the land owned by such signer;*
 - (VIII) The date of signing of each signature; and*
 - (IX) The affidavit of each circulator of such petition, whether consisting of one or more sheets, that each signature therein is the signature of the person whose name it purports to be.*
 - (d) Accompanying the petition shall be four copies of an annexation map containing the following information:*
 - (I) A written legal description of the boundaries of the area proposed to be annexed;*
 - (II) A map showing the boundary of the area proposed to be annexed;*

(III) Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks;

(IV) Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the annexing municipality and the contiguous boundary of any other municipality abutting the area proposed to be annexed.

(e) No signature on the petition is valid if it is dated more than one hundred eighty days prior to the date of filing the petition for annexation with the clerk. All petitions which substantially comply with the requirements set forth in paragraphs (b) to (d) of this subsection (1) shall be deemed sufficient. No person signing a petition for annexation shall be permitted to withdraw his signature from the petition after the petition has been filed with the clerk, except as such right of withdrawal is otherwise set forth in the petition.

(f) The clerk shall refer the petition to the governing body as a communication. The governing body, without undue delay, shall then take appropriate steps to determine if the petition so filed is substantially in compliance with this subsection (1).

(g) If the petition is found to be in substantial compliance with this subsection (1), the procedure outlined in sections 31-12-108 to 31-12-110 shall then be followed. If it is not in substantial compliance, no further action shall be taken.

Staff Comment: The annexation petitions and accompanying maps and other information meet the requirements of the Municipal Annexation Act. The City Council adopted Resolutions 67-2021, 68-2021, 69-2021, 70-2021, 71-2021, 72-2021, 73-2021, and 74-2021 on October 13, 2021 accepting the petitions and setting the public hearing date on December 8, 2021.

§ 31-12-108. Setting hearing date - notice given

(2) The clerk shall give notice as follows: A copy of the resolution or the petition as filed (exclusive of the signatures) together with a notice that, on the given date and at the given time and place set by the governing body, the governing body shall hold a hearing upon said resolution of the annexing municipality or upon the petition for the purpose of determining and finding whether the area proposed to be annexed meets the applicable requirements of section 30 of article II of the state constitution and sections 31-12-104 and 31-12-105 and is considered eligible for annexation. Said notice shall be published once a week for four successive weeks in some newspaper of general circulation in the area proposed to be annexed. The first publication of such notice shall be at least thirty days prior to the date of the hearing. The proof of publication of the notice and resolution or petition, or the summary thereof, shall be returned when the publication is completed, the certificate of the owner, editor, or manager of the newspaper in which said notice is published shall be proof thereof, and a hearing shall then be held as provided in said notice. A copy of the published notice, together with a copy of the resolution and petition as filed, shall also be sent by registered mail by the clerk to the board of county commissioners and to the county attorney of the county wherein the territory is located and to any special district or school district having territory within the area to be annexed at least twenty-five days prior to the date fixed for such hearing. The notice required to be sent to the special district or school district by this subsection (2) shall not confer any right of review in addition to those rights provided for in section 31-12-116.

Staff comment: Notices were published in the Weekly Register-Call on November 4, November 11, November 18, November 25, and December 2, 2021. Notice was mailed via registered mail and hand

delivered to the Gilpin County Board of County Commissioners, the Gilpin County Attorney, Gilpin County RE-1 School District, and Timberline Fire Protection District on November 12 and 15, 2021.

§ 31-12-108.5. Annexation impact report – requirements

(1) The municipality shall prepare an impact report concerning the proposed annexation at least twenty-five days before the date of the hearing established pursuant to section 31-12-108 and shall file one copy with the board of county commissioners governing the area proposed to be annexed within five days thereafter. Such report shall not be required for annexations of ten acres or less in total area or when the municipality and the board of county commissioners governing the area proposed to be annexed agree that the report may be waived. ...

Staff comment: An annexation impact report was prepared by the City of Black Hawk in accordance with state statutes and filed with the Gilpin County Board of County Commissioners on November 18, 2021. A copy is attached.

§ 31-12-110. Findings

(1) Upon the completion of the hearing, the governing body of the annexing municipality, by resolution, shall set forth its findings of fact and its conclusion based thereon with reference to the following matters:

(a) Whether or not the requirements of the applicable provisions of section 30 of article II of the state constitution and sections 31-12-104 and 31-12-105 have been met;

(b) Whether or not an election is required under section 30 (1)(a) of article II of the state constitution and section 31-12-107 (2).

(2) The governing body shall also determine whether or not additional terms and conditions are to be imposed.

(3) A finding that the area proposed for annexation does not comply with the applicable provisions of section 30 of article II of the state constitution or sections 31-12-104 and 31-12-105 shall terminate the annexation proceeding.

Staff comment: See “Findings” section of this staff report, below on pages 9 and 10.

**Colorado Constitution
Article II**

Section 30. Right to vote or petition on annexation – enclaves

(1) No unincorporated area may be annexed to a municipality unless one of the following conditions first has been met:

(a) The question of annexation has been submitted to the vote of the landowners and the registered electors in the area proposed to be annexed, and the majority of such persons voting on the question have voted for the annexation; or

(b) The annexing municipality has received a petition for the annexation of such area signed by persons comprising more than fifty percent of the landowners in the area and owning more than fifty percent of the area, excluding public streets, and alleys and any land owned by the annexing municipality; or

(c) The area is entirely surrounded by or is solely owned by the annexing municipality.

Staff Comment: The City has received a petition for annexation signed by the owner of more than 50% of the landowners in the area and owning 100% of the area, excluding public streets.

Applicable City of Black Hawk Regulations

Excerpts from:

***City of Black Hawk
Zoning Code
Chapter 16 – Zoning***

Sec. 16-365. Rezoning procedures, amendments to zoning ordinance and special review use permits.

Sec. 16-365 (b) All territory annexed to the City shall be zoned in accordance with the zoning classifications established by this Chapter and in accordance with the procedures in this Section for rezoning. All annexed land shall be zoned at the time of annexation as required by this Chapter.

Staff Comment: The initial zoning of the property is addressed in a separate staff report.

***City of Black Hawk
Home Rule Charter
Article VIII: Miscellaneous***

Section 8. Annexation and Zoning.

In all proceedings for the annexation of territory to the City, the City Council shall require concurrent zoning of the same.

Staff Comment: The initial zoning of the property is addressed in a separate staff report.

STAFF SUMMARY:

The annexation petitions were received on September 22, 2021. City of Black Hawk staff and its consultants began reviewing the petitions and accompanying application materials. On October 13, 2021 the City of Black Hawk City Council adopted Resolutions 67-2021, 68-2021, 69-2021, 70-2021, 71-2021, 72-2021, 73-2021, and 74-2021 finding the eleven (11) annexation petitions “substantially complete” and setting December 8, 2021 as the date of the public hearing.

Staff from Baseline Corporation has evaluated the information provided by the petitioners and the applicants for this project. Annexations have been processed and reviewed in accordance with City of Black Hawk Municipal Code and the Annexation Act, and other applicable sections of Colorado Revised Statutes and Colorado Constitution.

The Municipal Code is silent on annexations because it is a matter of statewide concern, with the exception of the requirement to zone the property concurrently with the annexation. The applicants are

requesting initial zoning to the Commercial/Business Services (C/BS) and Planned Unit Development (PUD) overlay zoning districts.

The properties are proposed to be annexed into Black Hawk through a combination of contiguous and serial annexation processes. LGWR Annexations 9-12 are in a series. In serial annexations, a series of annexation plats completes the process. Each annexation must meet state standards for one-sixth contiguity to the city boundary. The perimeter of each annexation must border the City limits by a ratio of at least 1:6. Serial annexations are completed by separate ordinances, in order. Each proposed annexation meets the one-sixth contiguity requirements by attaching to an existing city boundary for the City.

The area of each Lake Gulch Whiskey Resort Annexations 8-18 is:

Lake Gulch Whiskey Resort Annexation No. 8 = 2.17 acres more or less
Lake Gulch Whiskey Resort Annexation No. 9 = 5.96 acres more or less
Lake Gulch Whiskey Resort Annexation No. 10 = 17.24 acres more or less
Lake Gulch Whiskey Resort Annexation No. 11 = 20.37 acres more or less
Lake Gulch Whiskey Resort Annexation No. 12 = 7.66 acres more or less
Lake Gulch Whiskey Resort Annexation No. 13 = 2.25 acres more or less
Lake Gulch Whiskey Resort Annexation No. 14 = 11.43 acres more or less
Lake Gulch Whiskey Resort Annexation No. 15 = 5.16 acres more or less
Lake Gulch Whiskey Resort Annexation No. 16 = 0.53 acres more or less
Lake Gulch Whiskey Resort Annexation No. 17 = 0.93 acres more or less
Lake Gulch Whiskey Resort Annexation No. 18 = 1.04 acres more or less

Total area annexed = 74.74 acres (more or less)

Upon the City Council finding substantial compliance and setting the hearing date of December 8, 2021, a number of notices and reports were prepared according to State Statutes. Excerpts from these regulations are cited above.

The following notices were provided:

Per § 31-12-108

- Notice published in the Weekly Register-Call on November 4, November 11, November 18, November 25 and December 2, 2021.
- Notice mailed via registered mail (Nov. 12, 2021) and hand delivered (Nov. 15, 2021) to:
 - Gilpin County Board of County Commissioners
 - Gilpin County Attorney
 - Gilpin County RE-1 School District
 - Timberline Fire Protection District

The petitioner and the City of Black Hawk intend to enter into an Annexation Agreement. The terms of the agreement address the terms and conditions to annexation to the City.

With respect to the 2020 Amended and Restated Intergovernmental Agreement between Black Hawk and Central City, the proposed annexation is wholly within the Black Hawk Growth Area. The property being annexed herein only makes up a portion of the Growth Area. Exhibit 1.B of the amended IGA is included with this staff report.

Upon annexation and initial zoning of the property, there will be City land use processes that will be required before development may commence. The design of the project will need to be reviewed and approved through processes such as Site Development Plans, subdivision plats, Certificates of Architectural Compatibility, and building permits among others. The proposed Lake Gulch Whiskey Resort Amendment 1 Planned Unit Development plan would control the land use on the property.

In summary, in accordance with Colorado State Statutes and Black Hawk regulations, Staff recommends that City Council adopt resolutions and pass ordinances accomplishing the approval of Lake Gulch Whiskey Resort Annexation No. 8, Lake Gulch Whiskey Resort Annexation No. 9, Lake Gulch Whiskey Resort Annexation No. 10, Lake Gulch Whiskey Resort Annexation No. 11, Lake Gulch Whiskey Resort Annexation No. 12, Lake Gulch Whiskey Resort Annexation No. 13, Lake Gulch Whiskey Resort Annexation No. 14, Lake Gulch Whiskey Resort Annexation No. 15, Lake Gulch Whiskey Resort Annexation No. 16, Lake Gulch Whiskey Resort Annexation No. 17, and Lake Gulch Whiskey Resort Annexation No. 18 and annexing said territory shown on the maps thereof into the City of Black Hawk, Colorado and approving the annexation agreement.

FINDINGS:

City Council may *approve, conditionally approve, or deny* a request to annex territory into the City of Black Hawk. To support this proposal, the following findings can be used:

1. The annexation to the City of Black Hawk, State of Colorado meets all requirements of Colorado law and the annexation policy of the City of Black Hawk.
2. The owner(s) of more than fifty percent (50%) of the area of the property, exclusive of public streets and alleys, petitioned for annexation with the City by filing Petitions for Annexation, together with four (4) copies of the annexation maps, as required by law, on September 22, 2021.
3. The City Council, by resolution at a properly-noticed meeting on October 13, 2021, accepted said Petitions and found and determined that the applicable parts of the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, et seq., as amended, had been met and further determined that an election was not required under the Act and that no additional terms and conditions were to be imposed upon said annexation.
4. The applicable provisions of C.R.S. § 31-12-104 have been met, including specifically Section 31-12-104(1)(a) permitting annexation of one or more parcels in a series, in that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the City; and therefore, because of such contiguity, a community of interest exists between the territory proposed to be annexed and the City; the territory proposed to be annexed is urban or will be urbanized in the near future, and the territory proposed to be annexed is integrated or is capable of being integrated with the City.
5. The applicable provisions of C.R.S. § 32-12-105 have been met in that no land held in identical ownership has been divided or included without written consent of the owner thereof; that no annexation proceedings have been commenced by another municipality; that the annexation will

not result in the detachment of area from a school district; that the annexation will not result in the extension of a municipal boundary more than three (3) miles; that the City has in place a plan for said three-mile area; and that in establishing the boundaries of the area to be annexed the entire width of any street or alley is included within the area annexed.

RECOMMENDATION:

Staff recommends the following motions to the Mayor and Board of Aldermen:

MOTION TO APPROVE Resolution 84-2021, A Resolution Making Certain Findings of Fact Regarding the Proposed Annexation of a Parcel of Land to the City of Black Hawk, Colorado, Known as the Lake Gulch Whiskey Resort Annexation; AND

MOTION TO APPROVE Resolution 85-2021, A Resolution Making Certain Findings of Fact Regarding the Proposed Annexation of Parcels of Land to the City of Black Hawk, Colorado, Known as the Lake Gulch Whiskey Resort Annexation; AND

MOTION TO APPROVE Resolution 86-2021, A Resolution Making Certain Findings of Fact Regarding the Proposed Annexation of a Parcel of Land to the City of Black Hawk, Colorado, Known as the Lake Gulch Whiskey Resort Annexation; AND

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MOTION TO APPROVE Council Bill 40, A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel No. 8, Consisting of Contiguous Unincorporated Territory in Gilpin County Also Known as a Portion of the Lake Gulch Whiskey Resort Annexation; AND

MOTION TO APPROVE Council Bill 41, A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel No. 9, Consisting of Contiguous Unincorporated Territory in Gilpin County Also Known as a Portion of the Lake Gulch Whiskey Resort Annexation; AND

MOTION TO APPROVE Council Bill 42, A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel No. 10, Consisting of Contiguous Unincorporated Territory in Gilpin County Also Known as a Portion of the Lake Gulch Whiskey Resort Annexation; AND

MOTION TO APPROVE Council Bill 43, A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel No. 11, Consisting of Contiguous Unincorporated Territory in Gilpin County Also Known as a Portion of the Lake Gulch Whiskey Resort Annexation; AND

MOTION TO APPROVE Council Bill 44, A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel No. 12, Consisting of Contiguous Unincorporated Territory in Gilpin County Also Known as a Portion of the Lake Gulch Whiskey Resort Annexation; AND

MOTION TO APPROVE Council Bill 45, A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel No. 13, Consisting of Contiguous Unincorporated Territory in Gilpin County Also Known as a Portion of the Lake Gulch Whiskey Resort Annexation; AND

MOTION TO APPROVE Council Bill 46, A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel No. 14, Consisting of Contiguous Unincorporated Territory in Gilpin County Also Known as a Portion of the Lake Gulch Whiskey Resort Annexation; AND

MOTION TO APPROVE Council Bill 47, A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel No. 15, Consisting of Contiguous Unincorporated Territory in Gilpin County Also Known as a Portion of the Lake Gulch Whiskey Resort Annexation; AND

MOTION TO APPROVE Council Bill 48, A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel No. 16, Consisting of Contiguous Unincorporated Territory in Gilpin County Also Known as a Portion of the Lake Gulch Whiskey Resort Annexation; AND

MOTION TO APPROVE Council Bill 49, A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel No. 17, Consisting of Contiguous Unincorporated Territory in Gilpin County Also Known as a Portion of the Lake Gulch Whiskey Resort Annexation.

MOTION TO APPROVE Council Bill 50, A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel No. 18, Consisting of Contiguous Unincorporated Territory in Gilpin County Also Known as a Portion of the Lake Gulch Whiskey Resort Annexation.

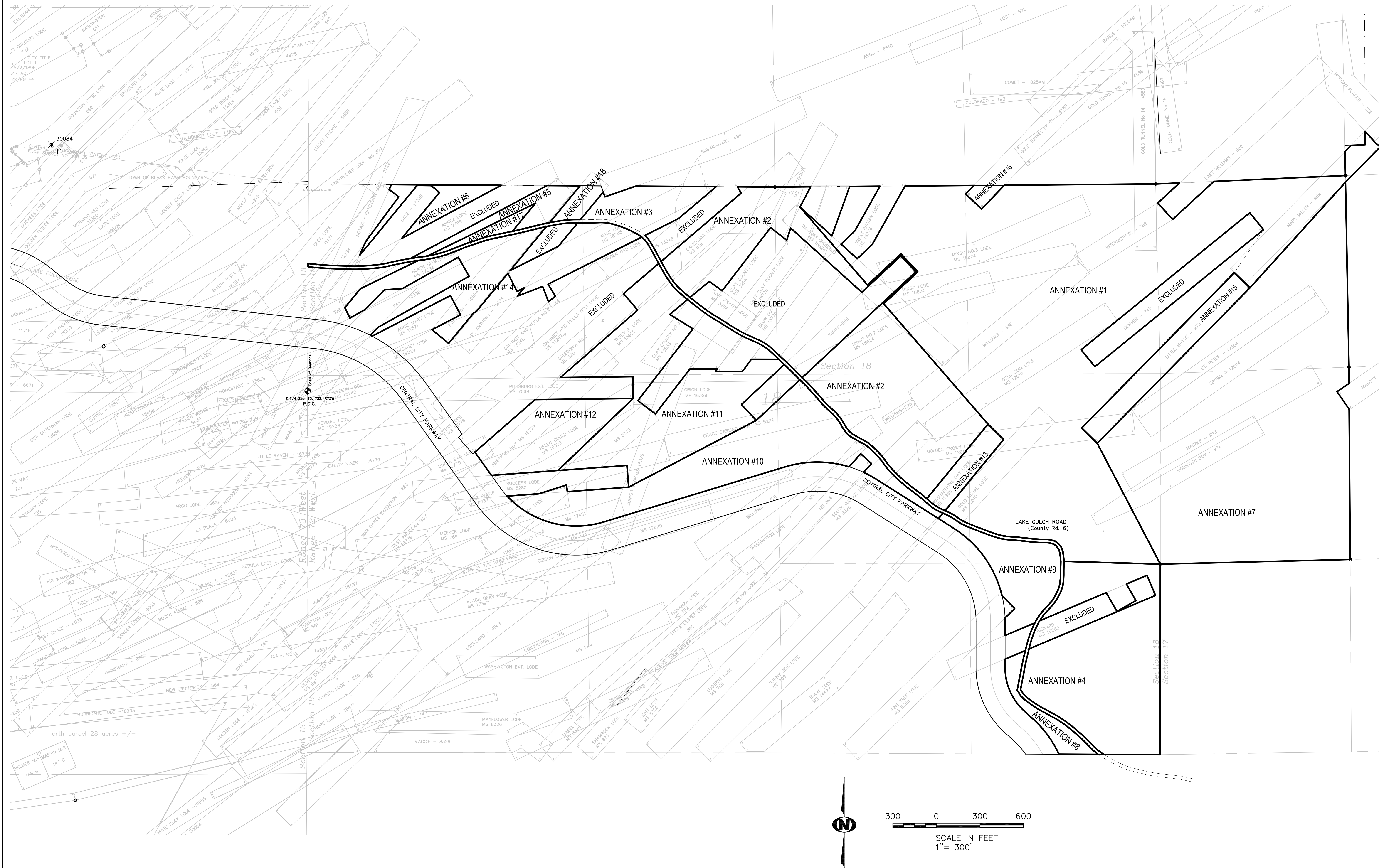
ATTACHMENTS:

- Overall Annexation Exhibit (1 through 18)
- Lake Gulch Whiskey Resort Annexation No. 8 Map
- Lake Gulch Whiskey Resort Annexation No. 9 Map
- Lake Gulch Whiskey Resort Annexation No. 10 Map
- Lake Gulch Whiskey Resort Annexation No. 11 Map
- Lake Gulch Whiskey Resort Annexation No. 12 Map
- Lake Gulch Whiskey Resort Annexation No. 13 Map
- Lake Gulch Whiskey Resort Annexation No. 14 Map
- Lake Gulch Whiskey Resort Annexation No. 15 Map
- Lake Gulch Whiskey Resort Annexation No. 16 Map
- Lake Gulch Whiskey Resort Annexation No. 17 Map
- Lake Gulch Whiskey Resort Annexation No. 18 Map
- Resolutions 67-2021 through 74-2021 Substantial Compliance Resolutions w/ Annexation Petitions and Maps
- Land Use Application
- Letter of Authorization
- Application Cover Letter/Narrative
- Annexation Impact Report
- Exhibit 1.B Black Hawk Growth Area from Amended and Restated IGA
- Copy of notice published in Weekly Register-Call
- Copy of notice mailed to Gilpin County, Gilpin County RE-1 School District, and Timberline Fire Protection District
- Annexation Agreement

Applicant's Submittal

LAKE GULCH WHISKEY RESORT
ANNEXATION EXHIBIT TO THE CITY OF BLACK HAWK

A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO



His Consultants, Inc.

Lakewood, Colorado
720-273-9940

LAKE GULCH WHISKEY RESORT
ANNEXATION EXHIBIT
CITY OF BLACK HAWK

REVISIONS

DATE

DESIGNED BY:

DATE:

FILE NAME:

PROJECT NO.

CHECKED BY:

DRAWN BY:

SCALE:

SHEET NO.

LAKE GULCH WHISKEY RESORT
ANNEXATION NO. 8 TO THE CITY OF BLACK HAWK

A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO
SHEET 1 OF 2

PARCEL DESCRIPTION

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 68° 57' 51" E a distance of 5,143.78 feet to a point of intersection of the easterly right-of-way of the Central City Parkway with line 2-3 of the Rickard Lode, US Mineral Survey No. 16283, being the Point of Beginning.

thence along said line 2-3 of the said Rickard Lode N 67° 02' 38" E a distance of 151.48 feet to the point of intersection with the westerly edge of Lake Gulch Road, County Road 6;

Thence along said westerly edge of Lake Gulch Road the following 29 courses:

1. S 13° 41' 03" W a distance of 8.03 feet;
2. S 14° 06' 12" W a distance of 47.47 feet;
3. S 11° 45' 46" W a distance of 30.01 feet;
4. S 13° 18' 52" W a distance of 16.19 feet;
5. S 10° 22' 47" W a distance of 30.89 feet;
6. S 09° 29' 42" W a distance of 29.84 feet;
7. S 11° 50' 43" W a distance of 31.10 feet;
8. S 11° 03' 12" W a distance of 31.96 feet;
9. S 10° 04' 56" W a distance of 25.32 feet;
10. S 11° 08' 36" W a distance of 28.47 feet;
11. S 32° 41' 53" E a distance of 45.93 feet;
12. S 44° 08' 01" E a distance of 32.98 feet;
13. S 52° 04' 36" E a distance of 29.05 feet;
14. S 54° 42' 27" E a distance of 53.29 feet;
15. S 58° 03' 45" E a distance of 31.69 feet;
16. S 59° 18' 04" E a distance of 26.18 feet;
17. S 63° 19' 05" E a distance of 29.46 feet;
18. S 60° 16' 48" E a distance of 29.96 feet;
19. S 61° 39' 09" E a distance of 33.24 feet;
20. S 61° 28' 38" E a distance of 32.24 feet;
21. S 55° 46' 17" E a distance of 28.96 feet;
22. S 56° 17' 05" E a distance of 38.09 feet;
23. S 51° 45' 51" E a distance of 56.22 feet;
24. S 48° 44' 08" E a distance of 90.36 feet;
25. S 45° 53' 24" E a distance of 47.21 feet;
26. S 43° 37' 26" E a distance of 41.82 feet;
27. S 45° 38' 04" E a distance of 26.06 feet;
28. S 49° 36' 04" E a distance of 30.59 feet;
29. S 53° 53' 44" E a distance of 14.21 feet to the point of intersection with the south line of the southeast $\frac{1}{4}$ of Section 18;

thence N 89° 44' 17" W along said southeast $\frac{1}{4}$ of Section 18 a distance of 269.81 feet to the easterly right-of-way of Central City Parkway;

Thence along said easterly right-of-way of the Central City Parkway the following 4 (four) courses:

1. along a non-tangent curve concave to the southwest having a central angle of 23° 07' 24", a radius of 760.00 feet, an arc distance of 306.72 feet and a chord bearing N 36° 26' 18" W a chord distance of 304.64 feet;
2. N 48° 00' 00" W a distance of 77.39 feet;
3. along a curve concave to the northwest, having a central angle of 48° 00' 00", a radius of 400.00 feet, an arc distance of 335.10 feet;
4. thence N 00° 00' 00" E a distance of 60.75 feet to the Point of Beginning, containing 2.17 acres more or less.

MAYOR'S CERTIFICATE:

THE FOREGOING LAKE GULCH WHISKEY RESORT ANNEXATION NO. 8 IS APPROVED FOR FILING AND IS ACCEPTED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, GILPIN COUNTY, COLORADO THIS ____ DAY OF _____, ____ , A.D.

CITY OF BLACK HAWK

DAVID D. SPELLMAN, MAYOR _____ MELISSA A. GREINER, CMC, CITY CLERK _____

CITY CLERK'S CERTIFICATE

I, _____, CITY CLERK OF THE CITY OF BLACK HAWK, COLORADO, DO HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE COPY OF THE ANNEXATION MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, BY ORDINANCE NO. _____ A CERTIFIED COPY OF WHICH IS HEREBY FILED, WHICH ORDINANCE BECAME EFFECTIVE ON _____, ____ , A.D.

MELISSA A. GREINER, CMC, CITY CLERK _____

CLERK AND RECORDER'S CERTIFICATE

ACCEPTED FOR FILING IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF GILPIN COUNTY AT CENTRAL CITY, COLORADO THIS ____ DAY OF _____ 20__, IN BOOK _____, PAGE _____ RECEPTION NO. _____

GILPIN COUNTY CLERK AND RECORDER _____ DEPUTY CLERK _____

- NOTES
- TOTAL PERIMETER, THIS PLAT = 2,198.07'
1/6 TOTAL PERIMETER = 366.35'
PERIMETER CONTIGUOUS TO EXISTING CITY OF BLACK HAWK = 996.82'
DENOTES BOUNDARY OF LAND ANNEXED _____
- DENOTES CONTIGUOUS CITY BOUNDARY ////
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
1. NOTICE:
According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.
 2. This Survey does not constitute a title search by His Consultants, Inc. to determine ownership or easements of record, right-of-way and title of record.

SURVEYOR'S CERTIFICATE

I, DOUGLAS L. HOWELL, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE MAP HEREON SHOWN IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE CITY OF BLACK HAWK, GILPIN COUNTY, COLORADO. THIS ANNEXATION MAP IS NOT A GUARANTY OF WARRANTY, EITHER EXPRESSED OR IMPLIED.

DOUGLAS L. HOWELL PLS 20140



NOTICE

THIS MAP IS PREPARED EXCLUSIVELY FOR ANNEXATION PURPOSES AND IS NOT TO BE USED FOR ANY OTHER PURPOSE AND SHOULD NOT BE CONSTRUED AS A BOUNDARY SURVEY.

His Consultants, Inc.

Lakewood, Colorado
720-273-9940

LAKE GULCH WHISKEY RESORT
ANNEXATION PLAT No. 8
CITY OF BLACK HAWK

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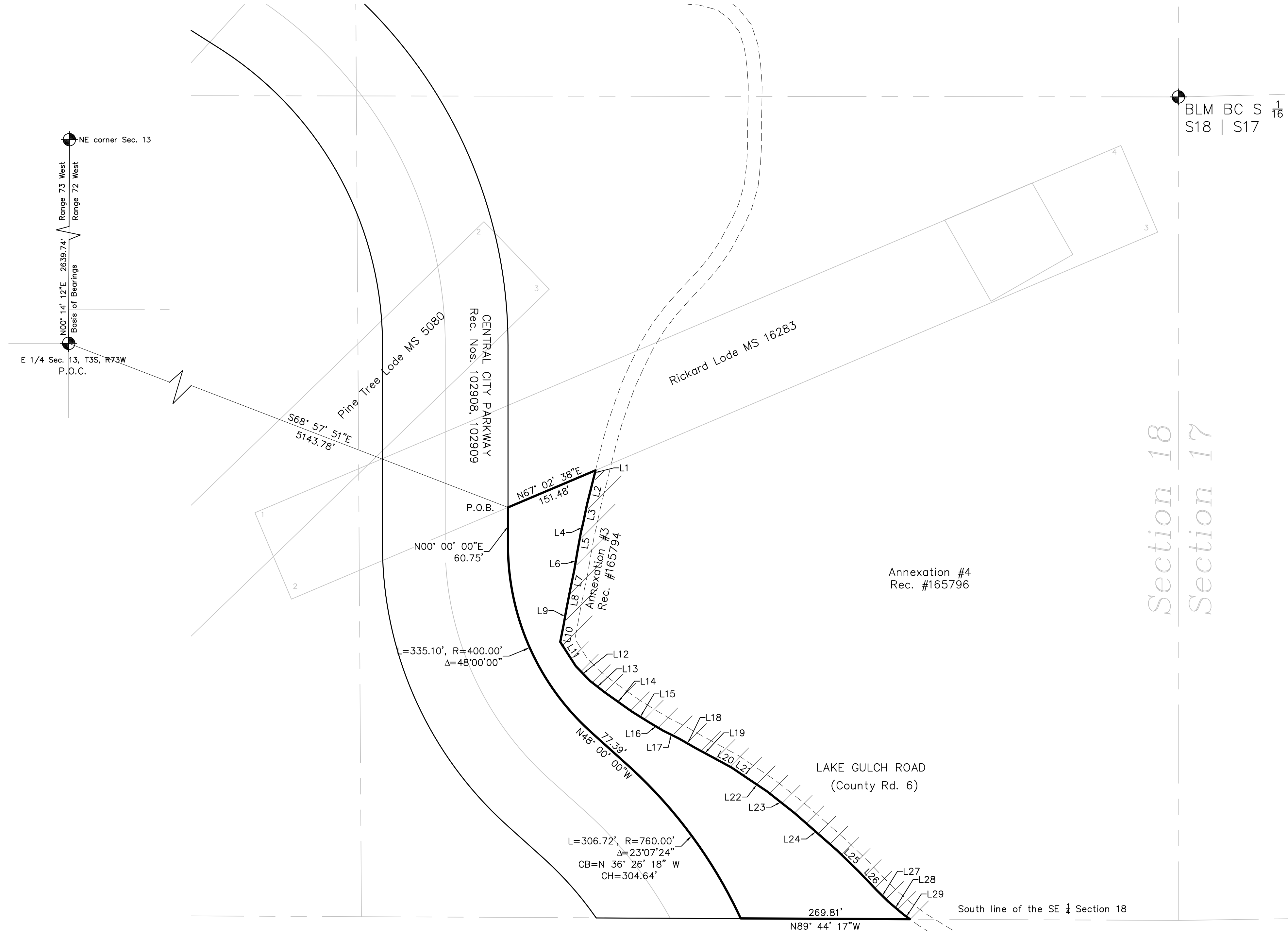
LAKE GULCH WHISKEY RESORT
ANNEXATION NO. 8 TO THE CITY OF BLACK HAWK

A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO
SHEET 2 OF 2



SCALE IN FEET
1"= 100'

Parcel Line Table		
Line #	Length	Direction
L1	8.03	S13° 41' 03"W
L2	47.47	S14° 06' 12"W
L3	30.01	S11° 45' 46"W
L4	16.19	S13° 18' 52"W
L5	30.89	S10° 22' 47"W
L6	29.84	S09° 29' 42"W
L7	31.10	S11° 50' 43"W
L8	31.96	S11° 03' 12"W
L9	25.32	S10° 04' 56"W
L10	28.47	S11° 08' 36"W
L11	45.93	S32° 41' 53"E
L12	32.98	S44° 08' 01"E
L13	29.05	S52° 04' 36"E
L14	53.29	S54° 42' 27"E
L15	31.69	S58° 03' 45"E
L16	26.18	S59° 18' 04"E
L17	29.46	S63° 19' 05"E
L18	29.96	S60° 16' 48"E
L19	33.24	S61° 39' 09"E
L20	32.24	S61° 28' 38"E
L21	28.96	S55° 46' 17"E
L22	38.09	S56° 17' 05"E
L23	56.22	S51° 45' 51"E
L24	90.36	S48° 44' 08"E
L25	47.21	S45° 53' 24"E
L26	41.82	S43° 37' 26"E
L27	26.06	S45° 38' 04"E
L28	30.59	S49° 36' 04"E
L29	14.21	S53° 53' 44"E



LEGEND:

- found monument as described
- Section or other Aliquot line
- City of Black Hawk Patented Boundary



DOUGLAS L. HOWELL, PLS.
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 20140
FOR AND ON BEHALF OF HIS CONSULTANTS, INC.

His Consultants, Inc.

Lakewood, Colorado
720-273-9940

LAKE GULCH WHISKEY RESORT
ANNEXATION PLAT NO. 8
CITY OF BLACK HAWK

DATE	REVISIONS

DESIGNED BY: dlh	CHECKED BY: dea
DATE: 11/24/21	DRAWN BY: dlh
FILE NAME: annex plat8 2020	SCALE: shown
PROJECT NO.	SHEET NO. 2 of 2

LAKE GULCH WHISKEY RESORT
ANNEXATION NO. 9 TO THE CITY OF BLACK HAWK

A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO
SHEET 1 OF 2

PARCEL DESCRIPTION

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:
Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 70° 40' 20" E a distance of 5,087.72 feet to a point of intersection of the easterly Right-of-Way line of the Central City Parkway with line 4-1 of the Rickard Lode, US Mineral Survey No. 16283, being the Point of Beginning.

Thence along said Easterly Right-of-Way line the following 2 courses:
1. N 00° 00' 00" E, a distance of 98.07 feet to a point of curvature;
2. 24.98 feet along the arc of a tangent curve to the left, with a radius of 760.00 feet, a central angle of 01° 53' 01" to the point of intersection with line 4-3 of the Pine Tree Lode, Mineral Survey No. 5080;
Thence N 45° 54' 58" E along said line 4-3 of said Pine Tree Lode, a distance of 92.12 feet to corner no. 3 of the said Pine Tree Lode;
Thence N 44° 01' 46" W along line 3-2 of the said Pine Tree Lode, a distance of 125.48 feet to a point of non-tangent curvature being a point on said Easterly Right-of-Way line of the Central City Parkway;
Thence along said Easterly Right-of-Way line the following 3 courses:
1. 583.79 feet along the arc of a curve to the left, with a radius of 760.00 feet, a central angle of 44° 00' 41", an arc distance of 583.79 feet and whose chord bears N 35° 39' 01" W, a chord distance of 569.54 feet;
2. N 57° 39' 21" W a distance of 123.98 feet to the point of intersection with line 1-4 of the Washingtons Day Lode, Mineral Survey No. 11885;
3. N 39° 23' 17" E, along said line 1-4 of said Washingtons Day Lode a distance of 48.50 feet to a point on the Southerly edge of Lake Gulch Road, County Road 6;
Thence along the said Southerly and Westerly edges of Lake Gulch Road the following 49 courses:
1. S 66° 41' 03" E, a distance of 4.28 feet;
2. S 66° 40' 06" E, a distance of 26.08 feet;
3. S 61° 34' 17" E, a distance of 31.12 feet;
4. S 57° 56' 49" E, a distance of 28.94 feet;
5. S 54° 58' 57" E, a distance of 28.22 feet;
6. S 58° 52' 53" E, a distance of 26.50 feet;
7. S 62° 37' 03" E, a distance of 31.29 feet;
8. S 68° 24' 20" E, a distance of 28.25 feet;
9. S 67° 48' 40" E, a distance of 31.66 feet;
10. S 69° 00' 03" E, a distance of 30.35 feet;
11. S 69° 23' 51" E, a distance of 31.56 feet;
12. S 69° 16' 06" E, a distance of 30.63 feet;
13. S 69° 40' 34" E, a distance of 29.91 feet;
14. S 70° 53' 21" E, a distance of 28.78 feet;
15. S 73° 08' 35" E, a distance of 29.67 feet;
16. S 76° 41' 49" E, a distance of 30.74 feet;
17. S 81° 25' 50" E, a distance of 30.35 feet;
18. S 85° 47' 52" E, a distance of 29.04 feet;
19. S 85° 57' 08" E, a distance of 28.87 feet;
20. S 85° 10' 50" E, a distance of 29.07 feet;
21. S 84° 02' 37" E, a distance of 25.38 feet;
22. S 82° 55' 20" E, a distance of 27.67 feet;
23. S 83° 57' 02" E, a distance of 33.15 feet;
24. S 85° 25' 50" E, a distance of 33.93 feet;
25. S 87° 06' 51" E, a distance of 31.81 feet;
26. N 89° 52' 43" E, a distance of 27.21 feet;
27. S 85° 37' 54" E, a distance of 28.02 feet;
28. S 75° 08' 14" E, a distance of 29.40 feet;
29. S 53° 47' 50" E, a distance of 22.16 feet;
30. S 38° 37' 56" E, a distance of 27.41 feet;
31. S 18° 09' 05" E, a distance of 27.17 feet;
32. S 07° 44' 55" E, a distance of 29.96 feet;
33. S 04° 13' 02" E, a distance of 30.37 feet;
34. S 00° 41' 58" W, a distance of 17.64 feet;
35. S 00° 41' 58" W, a distance of 12.88 feet;
36. S 01° 13' 29" W, a distance of 32.59 feet;
37. S 00° 03' 20" E, a distance of 31.86 feet;
38. S 02° 47' 46" W, a distance of 27.09 feet;
39. S 06° 12' 17" W, a distance of 35.66 feet;
40. S 16° 17' 42" W, a distance of 33.64 feet;
41. S 24° 29' 21" W, a distance of 26.96 feet;
42. S 28° 41' 22" W, a distance of 43.15 feet;
43. S 34° 24' 43" W, a distance of 28.10 feet;
44. S 40° 01' 56" W, a distance of 28.32 feet;
45. S 43° 22' 45" W, a distance of 38.09 feet;
46. S 41° 40' 02" W, a distance of 36.10 feet;
47. S 37° 13' 45" W, a distance of 34.41 feet;
48. S 31° 34' 31" W, a distance of 34.81 feet;
49. S 26° 02' 44" W, a distance of 15.85 feet to the point of intersection with said line 4-1 of the Rickard Lode;
Thence S 67° 01' 09" W along said line 4-1 of said Rickard Lode, a distance of 222.82 feet to the Point of Beginning, containing 5.96 acres more or less.

MAYOR'S CERTIFICATE:

THE FOREGOING LAKE GULCH WHISKEY RESORT ANNEXATION NO. 9 IS APPROVED FOR FILING AND IS ACCEPTED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, GILPIN COUNTY, COLORADO THIS ____ DAY OF _____, ____ , A.D.

CITY OF BLACK HAWK

DAVID D. SPELLMAN, MAYOR _____ MELISSA A. GREINER, CMC, CITY CLERK

CITY CLERK'S CERTIFICATE

I, _____, CITY CLERK OF THE CITY OF BLACK HAWK, COLORADO, DO HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE COPY OF THE ANNEXATION MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, BY ORDINANCE NO. _____ A CERTIFIED COPY OF WHICH IS HEREBY FILED, WHICH ORDINANCE BECAME EFFECTIVE ON _____, ____ , A.D.

MELISSA A. GREINER, CMC, CITY CLERK _____

CLERK AND RECORDER'S CERTIFICATE

ACCEPTED FOR FILING IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF GILPIN COUNTY AT CENTRAL CITY, COLORADO THIS ____ DAY OF _____ 20__, IN BOOK _____, PAGE ____ RECEPTION NO. _____

GILPIN COUNTY CLERK AND RECORDER _____ DEPUTY CLERK

NOTES

TOTAL PERIMETER, THIS PLAT = 2,733.82'
1/6 TOTAL PERIMETER = 455.64'
PERIMETER CONTIGUOUS TO EXISTING CITY OF BLACK HAWK = 1416.09'
DENOTES BOUNDARY OF LAND ANNEXED _____

DENOTES CONTIGUOUS CITY BOUNDARY _____

P.O.C. = POINT OF COMMENCEMENT

P.O.B. = POINT OF BEGINNING

1. NOTICE:
According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.
2. This Survey does not constitute a title search by His Consultants, Inc. to determine ownership or easements of record, right-of-way and title of record.

SURVEYOR'S CERTIFICATE

I, DOUGLAS L. HOWELL, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE MAP HEREON SHOWN IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE CITY OF BLACK HAWK, GILPIN COUNTY, COLORADO. THIS ANNEXATION MAP IS NOT A GUARANTY OF WARRANTY, EITHER EXPRESSED OR IMPLIED.

DOUGLAS L. HOWELL PLS 20140



NOTICE

THIS MAP IS PREPARED EXCLUSIVELY FOR ANNEXATION PURPOSES AND IS NOT TO BE USED FOR ANY OTHER PURPOSE AND SHOULD NOT BE CONSTRUED AS A BOUNDARY SURVEY.

His Consultants, Inc.

Lakewood, Colorado
720-273-9940

LAKE GULCH WHISKEY RESORT
ANNEXATION PLAT No. 9
CITY OF BLACK HAWK

DATE	REVISIONS					

DESIGNED BY: dlh	CHECKED BY: dea
DATE: 11/24/21	DRAWN BY: dlh
FILE NAME: annex plat9 2020	SCALE: shown
PROJECT NO.	SHEET NO. 1 of 2

LAKE GULCH WHISKEY RESORT
ANNEXATION NO. 9 TO THE CITY OF BLACK HAWK

A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO
SHEET 2 OF 2

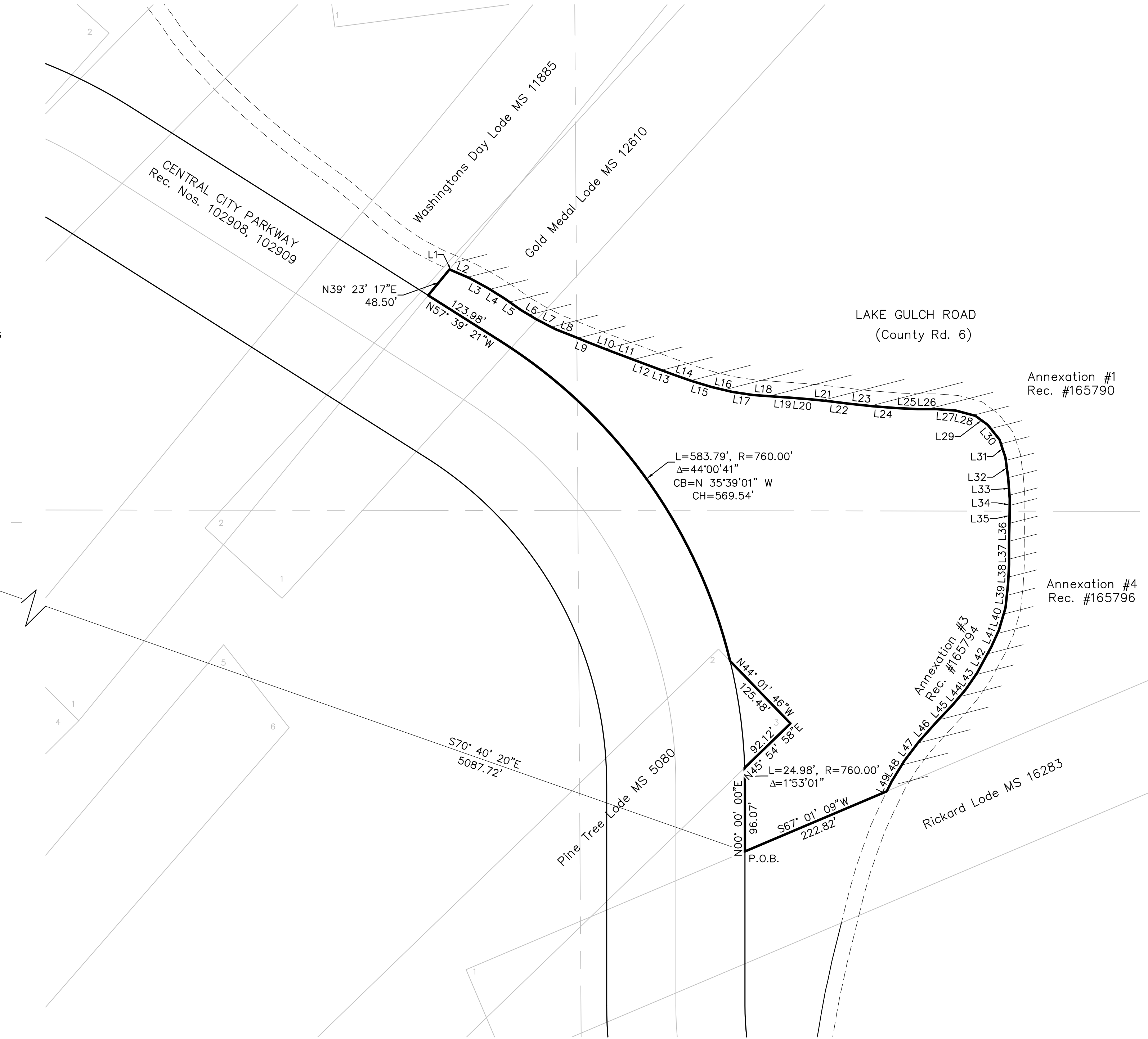


100 0 100 200

SCALE IN FEET
1"= 100'

Parcel Line Table		
Line #	Length	Direction
L1	4.28	S66° 41' 03"E
L2	26.08	S66° 40' 06"E
L3	31.12	S61° 34' 17"E
L4	28.94	S57° 56' 49"E
L5	28.22	S54° 58' 57"E
L6	26.50	S58° 52' 53"E
L7	31.29	S62° 37' 03"E
L8	28.25	S68° 24' 20"E
L10	30.35	S69° 00' 03"E
L11	31.56	S69° 23' 51"E
L12	30.63	S69° 16' 06"E
L13	29.91	S69° 40' 34"E
L14	28.78	S70° 53' 21"E
L15	29.67	S73° 08' 35"E
L16	30.74	S76° 41' 49"E
L17	30.35	S81° 25' 50"E
L18	29.04	S85° 47' 52"E
L19	28.87	S85° 57' 08"E
L20	29.07	S85° 10' 50"E
L21	25.38	S84° 02' 37"E
L22	27.67	S82° 55' 20"E
L23	33.15	S83° 57' 02"E
L24	33.93	S85° 25' 50"E
L25	31.81	S87° 06' 51"E
L26	27.21	N89° 52' 43"E
L27	28.02	S85° 37' 54"E
L28	29.40	S75° 08' 14"E
L29	22.16	S53° 47' 50"E
L30	27.41	S38° 37' 56"E
L31	27.17	S18° 09' 05"E
L32	29.96	S07° 44' 55"E
L33	30.37	S04° 13' 02"E
L34	17.64	S00° 41' 58"W
L35	12.88	S00° 41' 58"W
L36	32.59	S01° 13' 29"W
L37	31.86	S00° 03' 20"E
L38	27.09	S02° 47' 46"W
L39	35.66	S06° 12' 17"W
L40	33.64	S16° 17' 42"W
L41	26.96	S24° 29' 21"W
L42	43.15	S28° 41' 22"W
L43	28.10	S34° 24' 43"W
L44	28.32	S40° 01' 56"W
L45	38.09	S43° 22' 45"W
L46	36.10	S41° 40' 02"W
L47	34.41	S37° 13' 45"W
L48	34.81	S31° 34' 31"W
L49	15.85	S26° 02' 44"W

NE corner Sec. 13
Range 73 West
Range 72 West
Basis of Bearings
N00° 14' 12"E 2639.74'
E 1/4 Sec. 13, T3S, R73W
P.O.C.



LEGEND:

- found monument as described
- Section or other Aliquot line
- City of Black Hawk Patented Boundary



DOUGLAS L. HOWELL, PLS.
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 20140
FOR AND ON BEHALF OF HIS CONSULTANTS, INC.

LAKE GULCH WHISKEY RESORT
ANNEXATION PLAT No. 9
CITY OF BLACK HAWK

His Consultants, Inc.
Lakewood, Colorado
720-273-9940

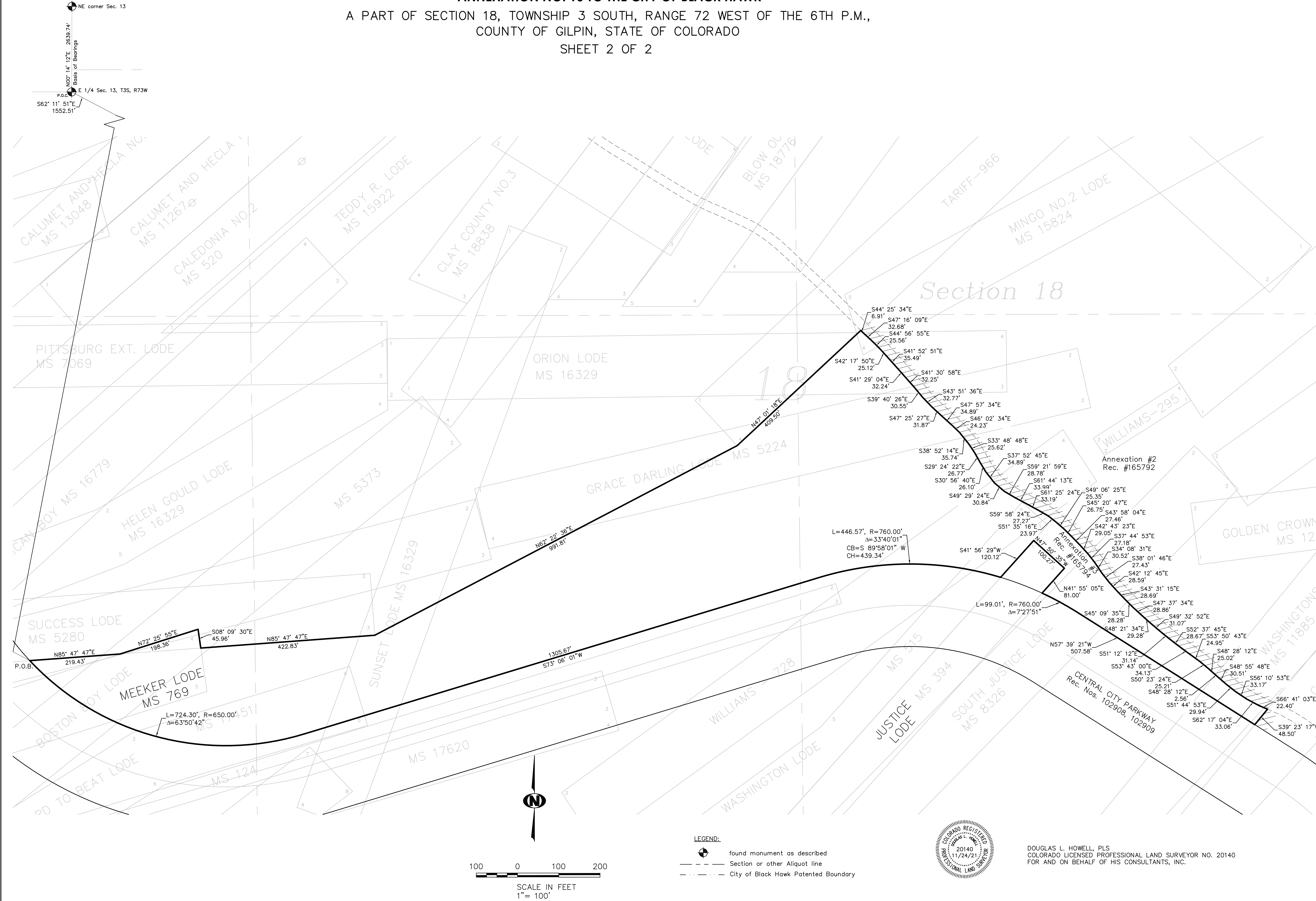
DATE	REVISIONS

DESIGNED BY: dlh	CHECKED BY: dea
DATE: 11/24/21	DRAWN BY: dlh
FILE NAME: annex plat9 2020	SCALE: shown
PROJECT NO.	SHEET NO. 2 of 2

A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO
SHEET 1 OF 2

LAKE GULCH WHISKEY RESORT
ANNEXATION NO. 10 TO THE CITY OF BLACK HAWK

A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO
SHEET 2 OF 2



His Consultants, Inc.
Lakewood, Colorado
720-273-9940

LAKE GULCH WHISKEY RESORT
ANNEXATION PLAT NO. 10
CITY OF BLACK HAWK

DATE	REVISIONS

DESIGNED BY: dlh	CHECKED BY: dea
DATE: 11/24/21	DRAWN BY: dlh
FILE NAME: annex plat10 2020	SCALE: shown
PROJECT NO.	SHEET NO. 2 of 2

A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO
SHEET 1 OF 2

His Consultants, Inc.

Lakewood, Colorado
720-273-9940

LAKE GULCH WHISKEY RESORT
ANNEXATION PLAT No. 11
CITY OF BLACK HAWK

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows: Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $72^{\circ}51'36''$ E a distance of 2,275.62 feet to corner No. 1 of the Caledonia Lode, US Mineral Survey No. 519, being the Point of Beginning.

thence N 49° 29' 47" E along line 1-2 of said Caledonia Lode a distance of 318.07 feet to the point of intersection with the southwesterly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of Lake Gulch Road the following 10 courses:

1. S 28° 29' 34" E a distance of 21.80 feet;
2. S 29° 02' 31" E a distance of 38.14 feet;
3. S 30° 53' 34" E a distance of 34.55 feet;
4. S 32° 21' 41" E a distance of 29.64 feet;
5. S 34° 37' 33" E a distance of 34.03 feet;
6. S 38° 27' 56" E a distance of 36.03 feet;
7. S 44° 59' 11" E a distance of 33.97 feet;
8. S 48° 19' 15" E a distance of 30.25 feet;
9. S 48° 45' 27" E a distance of 32.27 feet;
10. S 50° 32' 17" E a distance of 30.35 feet to the point of intersection with line 1-2 of the Clay County Lode, US Mineral Survey No. 329B;

thence S 50° 08' 44" W along said line 1-2 of said Clay County Lode a distance of 159.20 feet to corner No. 2 of said Clay County Lode;

thence S 58° 08' 12" E along line 2-3 of said Clay County Lode a distance of 188.25 feet to the point of intersection with line 2-1 of the Clay County Lode, US Mineral Survey No. 329A;

thence S 37° 28' 00" W along said line 2-1 of said Clay County Lode a distance of 623.18 feet to corner No. 1 of said Clay County Lode, US Mineral Survey No. 329A;

thence S 52° 39' 32" E along line 1-4 of said Clay County Lode a distance of 151.05 feet to corner No. 4 of said Clay County Lode;

thence N 37° 26' 41" E along line 4-3 of said Clay County Lode a distance of 389.56 feet to corner No. 4 of the East Clay County Lode, US Mineral Survey No. 18776;

thence N 89° 56' 08" E along line 4-3 of said East Clay County Lode and its extension thereof a distance of 190.48 feet to the point of intersection with line 6-5 of the Blow Out Lode, US Mineral Survey No. 18776;

thence S 36° 04' 17" W along said line 6-5 of said Blow Out Lode a distance of 20.54 feet to corner No. 5 of said Blow Out Lode;

thence S 89° 57' 28" E along line 5-4 of said Blow Out Lode a distance of 184.33 feet to corner No. 4 of said Blow Out Lode;

thence N 36° 08' 54" E along line 4-3 of said Blow Out Lode a distance of 103.56 feet to corner No. 4 of the Great Britian Lode, US Mineral Survey No. 18776;

thence S 89° 57' 40" E along line 4-5 of said Great Britian Lode a distance of 186.34 feet to corner No. 5 of said Great Britian Lode;

thence N 36° 07' 10" E along line 5-6 of said Great Britian Lode a distance of 1.36 feet to the point of intersection with said southwesterly edge of Lake Gulch Road, County Road 6;

thence S 46° 05' 49" E along said southwesterly edge of Lake Gulch Road a distance of 12.22 feet;

thence S 47° 24' 34" E along said southwesterly edge of Lake Gulch Road a distance of 33.36 feet;

thence S 46° 33' 23" E along said southwesterly edge of Lake Gulch Road a distance of 8.79 feet to the point of intersection with line 2-1 of the Tariff Lode, US Mineral Survey No. 966;

thence S 47° 00' 48" W along said line 2-1 of said Tariff Lode a distance of 403.36 feet to corner No. 1 of said Tariff Lode;

thence S 42° 58' 42" E along line 1-4 of said Tariff Lode a distance of 149.74 feet to corner No. 4 of said Tariff Lode;

thence S 62° 22' 36" W a distance of 991.81 feet to corner No. 3 of the Success Lode, US Mineral Survey No. 5280;

thence N 04° 16' 10" W along line 3-2 of said Success Lode a distance of 150.04 feet to corner No. 2 of said Success Lode;

thence S 85° 49' 05" W along line 2-1 of said Success Lode a distance of 476.25 feet;

thence N 46° 11' 59" E a distance of 716.62 feet to corner No. 3 of the Pittburg Ext. Lode, US Mineral Survey No. 7069;

thence N 00° 25' 37" W along line 3-2 of said Pittburg Ext. Lode a distance of 150.29 feet to corner No. 2 of said Pittburg Ext. Lode;

thence S 89° 18' 06" W along line 2-1 of said Pittburg Ext. Lode a distance of 499.53 feet to the point of intersection with line 3-4 of the Caledonia No. 2 Lode, US Mineral Survey No. 520;

thence N 48° 54' 18" E along said line 3-4 of said Caledonia No. 2 Lode a distance of 705.54 feet to corner No. 4 of said Caledonia Lode, US Mineral Survey No. 519;

thence N 40° 18' 18" W along line 4-1 of said Caledonia Lode a distance of 150.08 feet to the Point of Beginning, containing 20.37 Acres, more or less.

THE FOREGOING LAKE GULCH WHISKEY RESORT ANNEXATION NO. 11 IS APPROVED FOR FILING AND IS
ACCEPTED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, GILPIN COUNTY, COLORADO
THIS _____ DAY OF _____, _____, A.D.

DAVID D. SPELLMAN, MAYOR

I, _____, CITY CLERK OF THE CITY OF BLACK HAWK, COLORADO,
DO HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE COPY OF THE
ANNEXATION MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK,
COLORADO, BY ORDINANCE NO. _____ A CERTIFIED COPY OF WHICH IS
HEREBY FILED, WHICH ORDINANCE BECAME EFFECTIVE ON _____, A.D.

MELISSA A. GREINER, CMC, CITY CLERK

ACCEPTED FOR FILING IN THE OFFICE OF THE COUNTY CLERK AND RECORDER
OF GILPIN COUNTY AT CENTRAL CITY, COLORADO THIS ____ DAY OF ____
20__, IN BOOK ____, PAGE ____ RECEPTION NO. ____

GILPIN COUNTY CLERK AND RECORDER DEPUTY CLERK

TOTAL PERIMETER, THIS PLAT = 7,284.56'
1/6 TOTAL PERIMETER = 1,214.09'
PERIMETER CONTIGUOUS TO EXISTING CITY OF BLACK HAWK = 1,367.21'
DENOTES BOUNDARY OF LAND ANNEXED _____

DENOTES CONTIGUOUS CITY BOUNDARY

P.O.C. = POINT OF COMMENCEMENT

P.O.B. = POINT OF BEGINNING

1. NOTICE:
According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.
2. This Survey does not constitute a title search by His Consultants, Inc. to determine ownership or easements of record, right-of-way and title of record.

I, DOUGLAS L. HOWELL, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE MAP HEREON SHOWN IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE CITY OF BLACK HAWK, GILPIN COUNTY, COLORADO. THIS ANNEXATION MAP IS NOT A GUARANTY OF WARRANTY, EITHER EXPRESSED OR IMPLIED.

DOUGLAS L. HOWELL PLS 20140



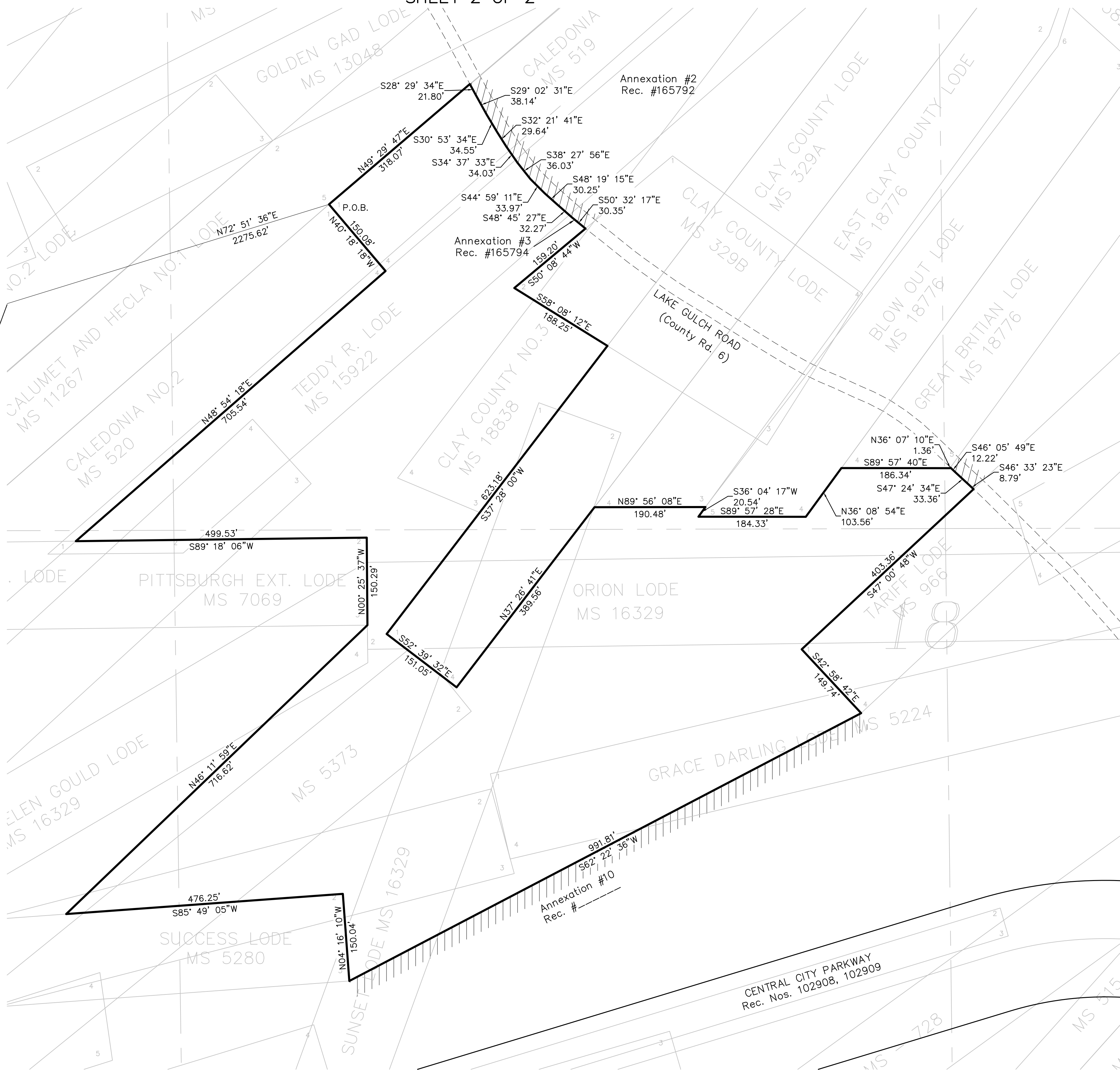
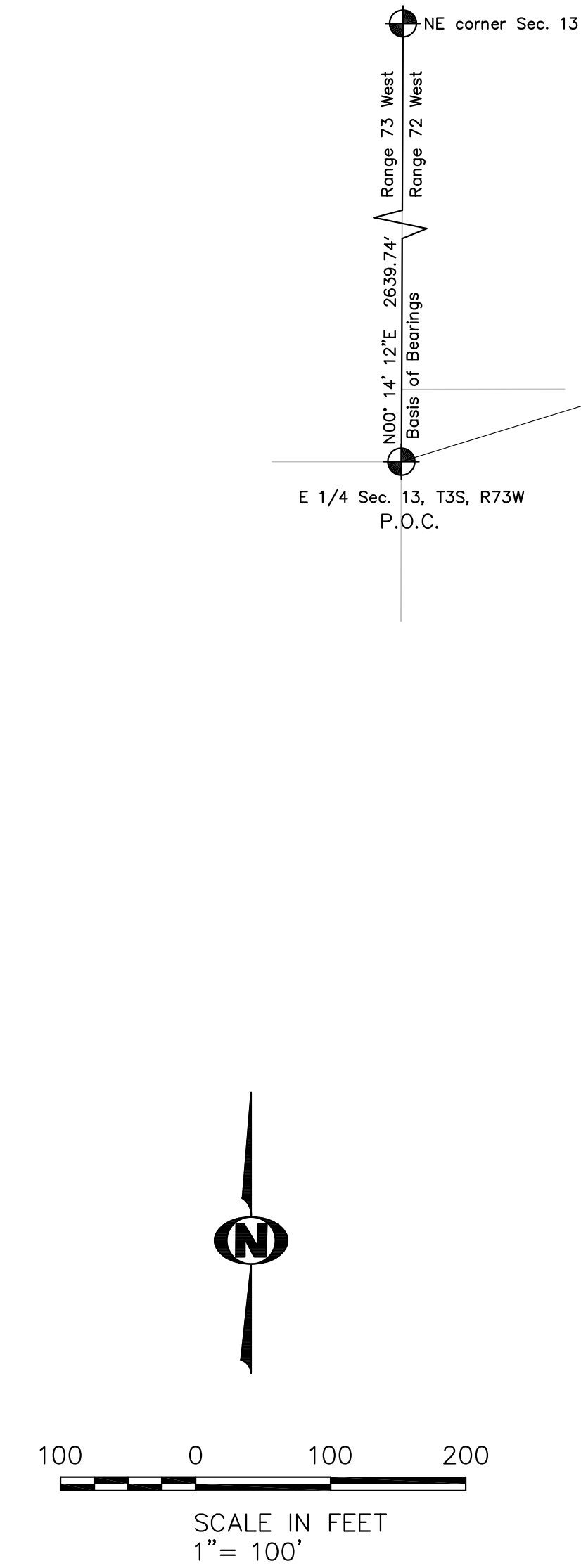
THIS MAP IS PREPARED EXCLUSIVELY FOR ANNEXATION PURPOSES AND IS NOT TO BE USED FOR ANY OTHER PURPOSE AND SHOULD NOT BE CONSTRUED AS A BOUNDARY SURVEY.

[illegible]

LAKE GULCH WHISKEY RESORT
ANNEXATION NO. 11 TO THE CITY OF BLACK HAWK

A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO

SHEET 2 OF 2



- LEGEND:
- found monument as described
 - section or other aliquot line
 - city of black hawk patented boundary



DOUGLAS L. HOWELL, PLS.
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 20140
FOR AND ON BEHALF OF HIS CONSULTANTS, INC.

His Consultants, Inc.
Lakewood, Colorado
720-273-9940

LAKE GULCH WHISKEY RESORT
ANNEXATION PLAT NO. 11
CITY OF BLACK HAWK

DATE	REVISIONS

DESIGNED BY: dlh	CHECKED BY: dea
DATE: 11/24/21	DRAWN BY: dlh
FILE NAME: annex plat11 2020	SCALE: shown
PROJECT NO.	SHEET NO. 2 of 2

LAKE GULCH WHISKEY RESORT
ANNEXATION NO. 12 TO THE CITY OF BLACK HAWK

A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO
SHEET 1 OF 2

PARCEL DESCRIPTION

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows: Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 69° 53' 37" E a distance of 1,225.66 feet to the point of intersection of line 3–4 of the Caledonia Lode No. 2, US Mineral Survey No. 520 with the northeasterly right-of–line of the Central City Parkway, being the Point of Beginning.

Thence N 48° 54' 04" E along said line 3–4 of said Caledonia No. 2 Lode a distance of 549.87 feet to the point of intersection with line 4–3 of the Pittsburg Ext, Lode, US Mineral Survey No. 7069;
thence N 89° 18' 45" E along said line 3–4 of said Pittsburg Ext. Lode a distance of 675.26 feet to corner No. 3 of said Pittsburg Ext. Lode;
thence S 46° 11' 59" W a distance of 716.62 feet to the point of intersection with line 2–1 of the Success Lode, US Mineral Survey No. 5280;
thence S 85° 49' 05" W along said line 2–1 of said Success Lode a distance of 459.86 feet of the point of intersection with said northeasterly right-of–line of the Central City Parkway;
thence N 35° 24' 20" W along said northeasterly right-of–line of the Central City Parkway a distance of 196.28 feet to the Point of Beginning, containing 7.66 Acres, more or less.

MAYOR'S CERTIFICATE:

THE FOREGOING LAKE GULCH WHISKEY RESORT ANNEXATION NO. 12 IS APPROVED FOR FILING AND IS ACCEPTED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, GILPIN COUNTY, COLORADO THIS ____ DAY OF _____, ____ , A.D.

CITY OF BLACK HAWK

DAVID D. SPELLMAN, MAYOR _____ MELISSA A. GREINER, CMC, CITY CLERK _____

CITY CLERK'S CERTIFICATE

I, _____, CITY CLERK OF THE CITY OF BLACK HAWK, COLORADO, DO HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE COPY OF THE ANNEXATION MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, BY ORDINANCE NO. _____ A CERTIFIED COPY OF WHICH IS HEREBY FILED, WHICH ORDINANCE BECAME EFFECTIVE ON _____, ____ , A.D.

MELISSA A. GREINER, CMC, CITY CLERK _____

CLERK AND RECORDER'S CERTIFICATE

ACCEPTED FOR FILING IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF GILPIN COUNTY AT CENTRAL CITY, COLORADO THIS ____ DAY OF _____ 20__, IN BOOK _____, PAGE _____ RECEPTION NO. _____

GILPIN COUNTY CLERK AND RECORDER _____ DEPUTY CLERK _____

NOTES

TOTAL PERIMETER, THIS PLAT = 2,597.89'
1/6 TOTAL PERIMETER = 432.98'
PERIMETER CONTIGUOUS TO EXISTING CITY OF BLACK HAWK = 716.62'
DENOTES BOUNDARY OF LAND ANNEXED _____

DENOTES CONTIGUOUS CITY BOUNDARY _____

P.O.C. = POINT OF COMMENCEMENT

P.O.B. = POINT OF BEGINNING

- NOTICE:
According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.
- This Survey does not constitute a title search by His Consultants, Inc. to determine ownership or easements of record, right-of-way and title of record.

SURVEYOR'S CERTIFICATE

I, DOUGLAS L. HOWELL, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE MAP HEREON SHOWN IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE CITY OF BLACK HAWK, GILPIN COUNTY, COLORADO. THIS ANNEXATION MAP IS NOT A GUARANTY OF WARRANTY, EITHER EXPRESSED OR IMPLIED.

DOUGLAS L. HOWELL PLS 20140



NOTICE

THIS MAP IS PREPARED EXCLUSIVELY FOR ANNEXATION PURPOSES AND IS NOT TO BE USED FOR ANY OTHER PURPOSE AND SHOULD NOT BE CONSTRUED AS A BOUNDARY SURVEY.

His Consultants, Inc.

Lakewood, Colorado
720-273-9940

LAKE GULCH WHISKEY RESORT
ANNEXATION PLAT No. 12
CITY OF BLACK HAWK

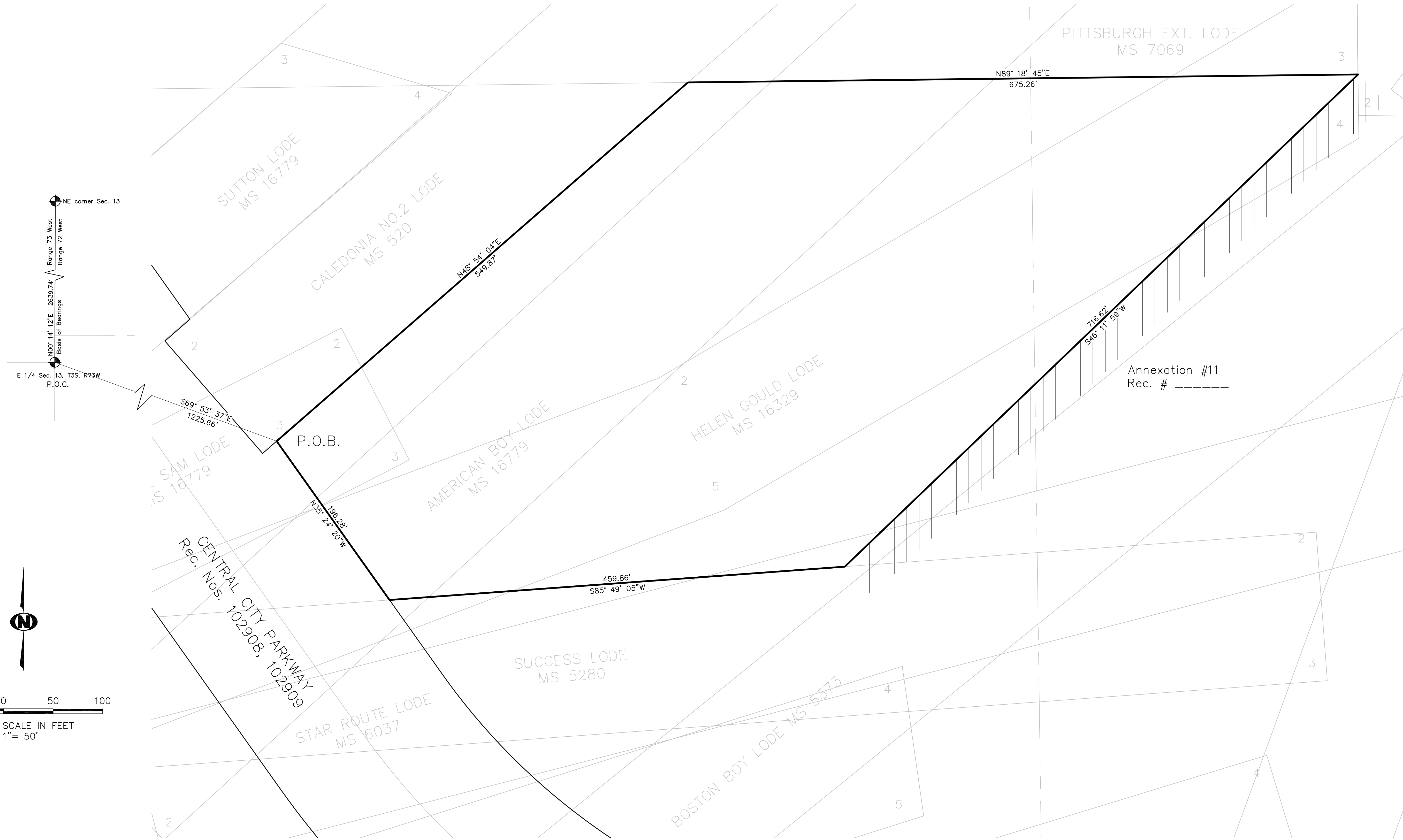
DATE	REVISIONS								

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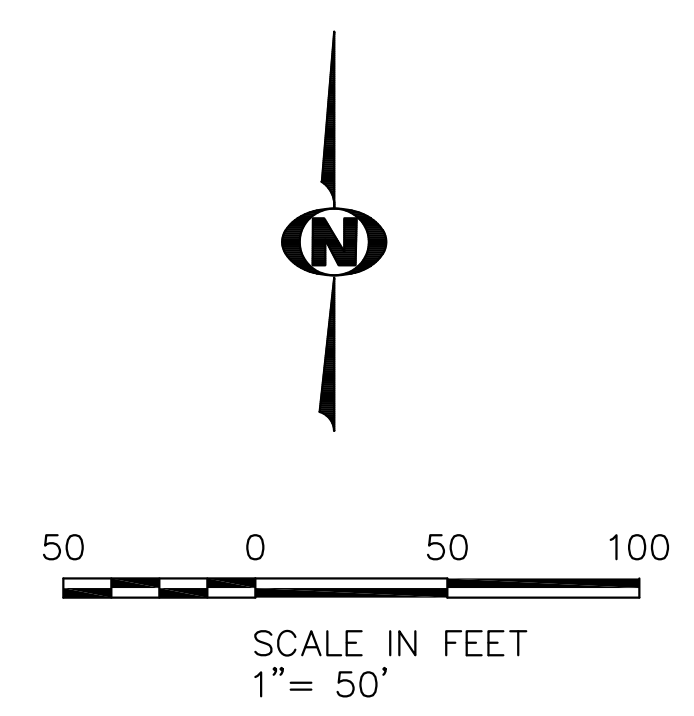
DESIGNED BY: dlh	CHECKED BY: dea
DATE: 11/24/21	DRAWN BY: dlh
FILE NAME: annex plat12 2021	SCALE: shown
PROJECT NO.	SHEET NO. 1 of 2

LAKE GULCH WHISKEY RESORT
ANNEXATION NO. 12 TO THE CITY OF BLACK HAWK

A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO
SHEET 2 OF 2



NE corner Sec. 13
Range 73 West
Range 72 West
Basis of Bearings
N 00° 14' 12"E 2639.74'
E 1/4 Sec. 13, T3S, R73W
P.O.C.



LEGEND:
found monument as described
Section or other Aliquot line
City of Black Hawk Patented Boundary



DOUGLAS L. HOWELL, PLS
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 20140
FOR AND ON BEHALF OF HIS CONSULTANTS, INC.

His Consultants, Inc.
Lakewood, Colorado
720-273-9940

LAKE GULCH WHISKEY RESORT
ANNEXATION PLAT No. 12
CITY OF BLACK HAWK

REVISIONS	
DATE	

DESIGNED BY: dlh	CHECKED BY: dea
DATE: 11/24/21	DRAWN BY: dlh
FILE NAME: annex plat12 2021	SCALE: shown
PROJECT NO.	SHEET NO. 2 of 2

A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO
SHEET 1 OF 2

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 87° 12' 22" E a distance of 4,688.84 feet to corner No. 3 of the Washingtons Day Lode, US Mineral Survey No. 11885, being the Point of Beginning.

thence along said line 3-4 of the said Washingtons Day Lode S 45° 12' 18" E a distance of 150.58 feet to

corner No. 4 of said Washingtons Day Lode;

thence along line 4-1 of said Washingtons Day Lode S 39° 23' 17" W a distance of 633.47 feet to the point of intersection with the northeasterly edge of Lake Gulch Road, County Road 6;

Thence along said northeasterly edge of Lake Gulch Road the following 7 courses:

1. N 66° 40' 06" W a distance of 2.05 feet;
2. N 66° 41' 03" W a distance of 25.85 feet;
3. N 62° 17' 04" W a distance of 31.05 feet;
4. N 56° 10' 53" W a distance of 31.14 feet;
5. N 51° 44' 53" W a distance of 28.55 feet;
6. N 48° 55' 48" W a distance of 29.88 feet;
7. N 48° 28' 12" W a distance of 3.30 feet to the point of intersection with line 2-3 of said Washingtons Day Lode;

thence N 39° 23' 18" E along said line 2-3 of said Washingtons Day lode a distance of 664.25 feet to the Point of Beginning, containing 2.25 acres more or less.

THE FOREGOING LAKE GULCH WHISKEY RESORT ANNEXATION NO. 13 IS APPROVED FOR FILING AND IS ACCEPTED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, GILPIN COUNTY, COLORADO THIS ____ DAY OF _____, ____ , A.D.

THIS MAP IS PREPARED EXCLUSIVELY FOR ANNEXATION PURPOSES AND IS NOT TO BE USED FOR ANY OTHER PURPOSE AND SHOULD NOT BE CONSTRUED AS A BOUNDARY SURVEY.

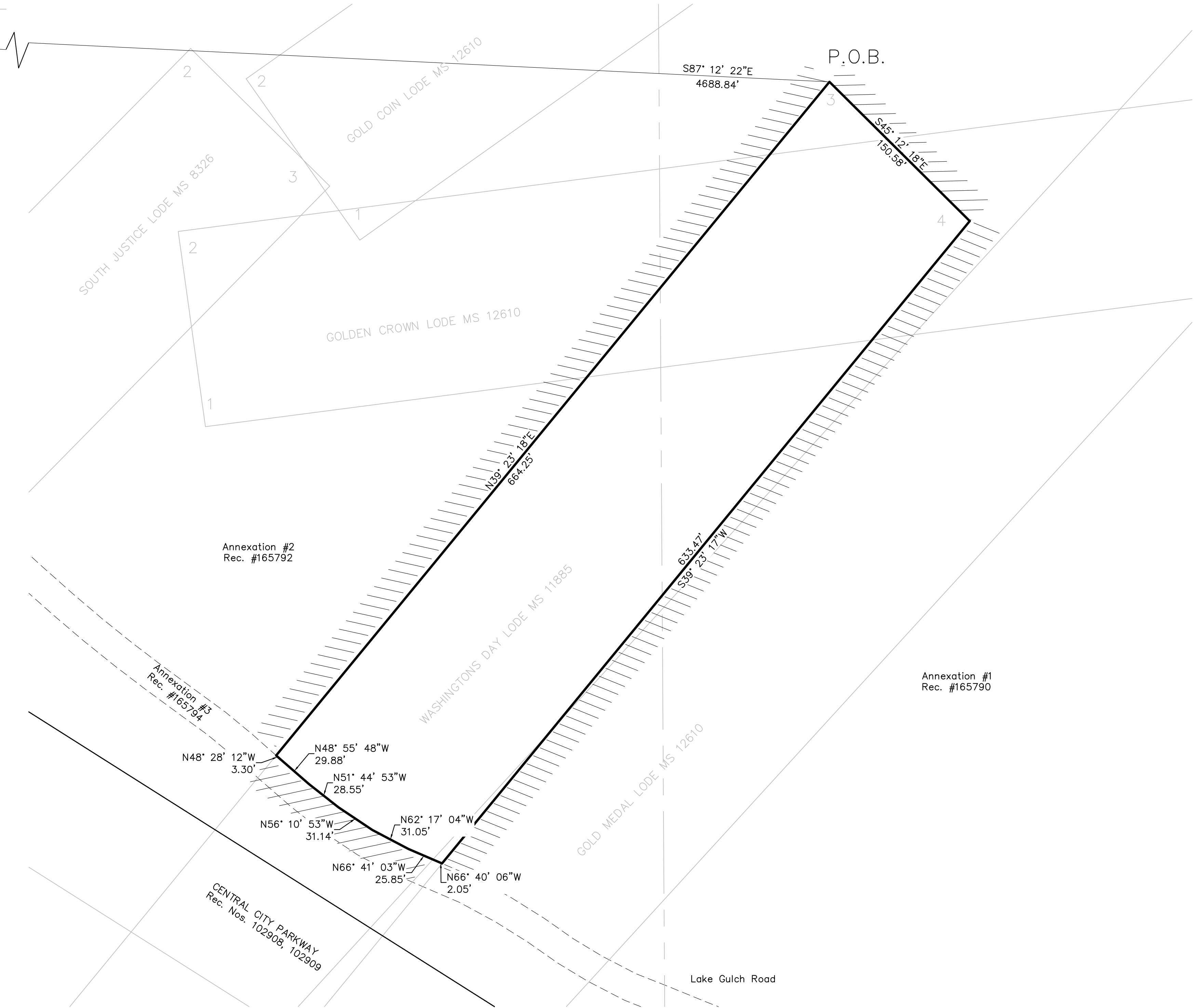
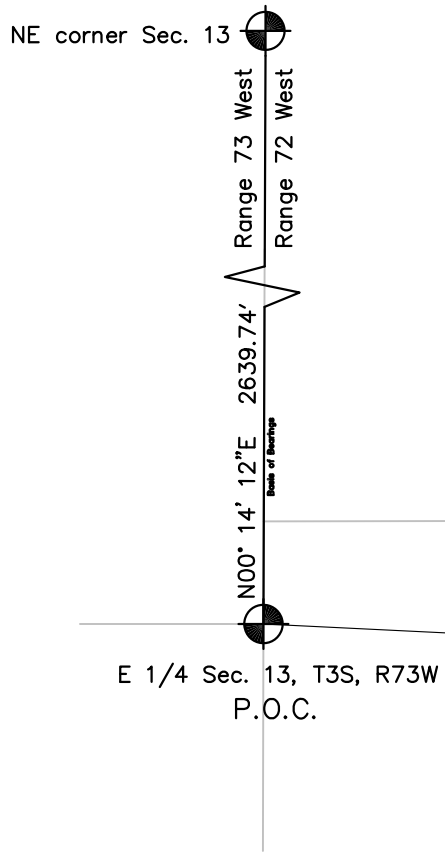
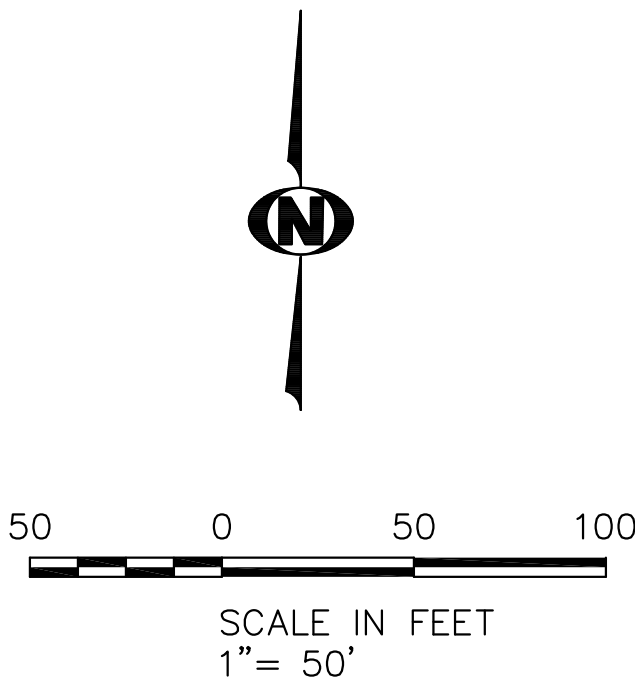
Lakewood, Colorado
720-273-9940

LAKE GULCH WHISKEY RESORT
ANNEXATION PLAT No. 13
CITY OF BLACK HAWK

[illegible]

DESIGNED BY: dlh	CHECKED BY: dea
DATE: 11/24/21	DRAWN BY: dlh
FILE NAME: annex plat13 WD	SCALE: shown
PROJECT NO.	SHEET NO. 1 of 2

LAKE GULCH WHISKEY RESORT
ANNEXATION NO. 13 TO THE CITY OF BLACK HAWK
A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO
SHEET 2 OF 2



- LEGEND:
- found monument as described
 - Section or other Aliquot line
 - City of Black Hawk Patented Boundary



DOUGLAS L. HOWELL, PLS.
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 20140
FOR AND ON BEHALF OF HIS CONSULTANTS, INC.

LAKE GULCH WHISKEY RESORT
ANNEXATION PLAT NO. 13
CITY OF BLACK HAWK

His Consultants, Inc.
Lakewood, Colorado
720-273-9940

DATE	REVISIONS

DESIGNED BY: dlh	CHECKED BY: dea
DATE: 11/24/21	DRAWN BY: dlh
FILE NAME: annex plat13 WD	SCALE: shown
PROJECT NO.	SHEET NO. 2 of 2

A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO

the 6th Principal
as follows:

standard brass cap.

SHEET 1 OF 2

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows: Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being U.S. BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, T3S, R73W, being U.S. BLM standard brass cap, stamped "T3S R73W R72W S13 1980", bearing N. 00°10'00" E. 0.72' distance of 2,639.3 feet, said line forming the Basis of Bearing for the description; thence N. 30° 07' 02" E. a distance of 580.34 feet to the point of intersection of line 1-2 of the Black Diamond Lease, US Mineral Survey No. 17634 with line 2-3 of the Fay Lodge, US Mineral Survey No. 13338 being the Point of Beginning.

1. N 83° 11' 19" E a distance of 23.36 feet;
2. N 81° 54' 30" E a distance of 26.00 feet;
3. N 80° 36' 50" E a distance of 37.64 feet;
4. N 77° 53' 04" E a distance of 25.96 feet;
5. N 76° 30' 21" E a distance of 27.01 feet;
6. N 74° 45' 56" E a distance of 27.07 feet;
7. N 73° 10' 29" E a distance of 27.76 feet;
8. N 71° 02' 53" E a distance of 29.23 feet;
9. N 69° 29' 32" E a distance of 29.75 feet;
10. N 68° 02' 26" E a distance of 28.95 feet;
11. N 68° 11' 55" E a distance of 28.31 feet;
12. N 68° 11' 21" E a distance of 28.17 feet;
13. N 70° 17' 29" E a distance of 27.18 feet;
14. N 72° 23' 23" E a distance of 26.00 feet;
15. N 72° 28' 10" E a distance of 26.92 feet;
16. N 68° 41' 24" E a distance of 27.19 feet;
17. N 71° 51' 48" E a distance of 26.69 feet;
18. N 74° 45' 31" E a distance of 27.02 feet;
19. N 75° 42' 50" E a distance of 28.46 feet;
20. N 77° 13' 39" E a distance of 28.92 feet;
21. N 78° 51' 11" E a distance of 28.33 feet;
22. N 78° 32' 38" E a distance of 27.26 feet;
23. N 76° 41' 51" E a distance of 24.88 feet;
24. N 79° 17' 59" E a distance of 14.47 feet;
25. N 79° 17' 59" E a distance of 14.37 feet;
26. N 78° 11' 27" E a distance of 5.81 feet;
27. N 77° 38' 35" E a distance of 7.14 feet;
28. N 77° 38' 35" E a distance of 27.82 feet;
29. N 77° 18' 33" E a distance of 35.14 feet;
30. N 76° 11' 24" E a distance of 34.55 feet;
31. N 76° 19' 36" E a distance of 34.26 feet;
32. N 75° 55' 53" E a distance of 33.03 feet;
33. N 75° 45' 56" E a distance of 33.26 feet;
34. N 77° 56' 07" E a distance of 37.18 feet to the point of intersection with line 1-4 of the St.

1. S 89° 47' 40" E a distance of 26.55 feet;
2. S 89° 16' 33" E a distance of 25.73 feet;
3. N 89° 11' 13" E a distance of 25.02 feet;
4. N 89° 11' 41" E a distance of 28.08 feet;
5. N 87° 57' 44" E a distance of 28.75 feet;
6. N 89° 07' 00" E a distance of 25.28 feet;
7. S 88° 32' 40" E a distance of 28.15 feet;
8. S 82° 16' 38" E a distance of 26.04 feet;
9. S 77° 37' 44" E a distance of 25.62 feet;
10. S 73° 18' 40" E a distance of 30.03 feet;
11. S 71° 44' 22" E a distance of 26.36 feet;
12. S 69° 56' 57" E a distance of 31.66 feet;
13. S 67° 22' 05" E a distance of 26.00 feet;
14. S 64° 31' 22" E a distance of 25.12 feet;
15. S 63° 34' 32" E a distance of 26.32 feet;
16. S 61° 36' 30" E a distance of 25.13 feet;
17. S 55° 33' 38" E a distance of 30.91 feet;

thence N 26° 45' 28" W along line 2-3 of said Alice Lode a distance of 140.24 feet to the point of intersection with said line 1-4 of said St. Anthony Lode;
thence S 39° 30' 42" W along said line 1-4 of said St. Anthony Lode a distance of 345.75 feet to the point of intersection with said line 4-1 of said Margaret Lode;
thence S 69° 01' 22" W along said line 4-1 of said Margaret Lode a distance of 16.29 feet to the point of intersection with line 3-4 of said Elizabeth Lode;
thence S 39° 23' 48" W along said line 3-4 of said Elizabeth Lode a distance of 272.15 feet to corner No. 4 of said Elizabeth Lode;

(continued)

thence N 50° 27' 18" W along line 4-1 of said Elizabeth Lode a distance of 148.43 feet to the point of intersection with line 4-3 of the Annie Mary Lode, US Mineral Survey No. 11571; thence N 62° 32' 35" E along line 4-3 of said Annie Mary Lode a distance of 221.31 feet to corner No. 3 of said Annie Mary Lode; thence N 27° 32' 41" W along line 3-2 of said Annie Mary Lode a distance of 149.99 feet to corner No. 2 of said Annie Mary Lode; thence S 62° 32' 35" W along line 2-1 of said Annie Mary Lode a distance of 607.56 feet to the point of intersection with the northeasterly right-of-way of the Central City Parkway; thence along a non-tangent curve concave to the southwest an arc distance of 13.72 feet, a delta angle of 00° 44' 55", having a radius of 1050.00 feet, and whose long chord bears N 62° 43' 25" W a distance of 13.72 feet to the point of intersection with line 5-4 of the Marks Lode, US Mineral Survey No. 13338; thence N 44° 22' 49" E along said line 5-4 of said Marks Lode a distance of 80.14 feet to the point of intersection with line 1-4 of the Fay Lode, US Mineral Survey No. 13338; thence N 60° 43' 32" E along said line 1-4 of said Fay Lode a distance of 714.47 feet to corner No. 4 of said Fay Lode; thence N 29° 20' 48" W along line 4-3 of said Fay Lode a distance of 150.66 feet to corner No. 3 of said Fay Lode; thence S 60° 42' 01" W along line 3-2 of said Fay Lode a distance of 442.61 feet to the point of intersection with line 4-3 of the Marks Lode, US Mineral Survey No. 13338; thence S 86° 28' 49" W along said line 4-3 of said Marks Lode a distance of 122.51 feet to corner No. 3 of said Marks Lode; thence S 44° 22' 49" W along line 3-2 of said Marks Lode a distance of 189.62 feet to the point of intersection with line 4-1 of said Black Diamond Lode; thence S 60° 42' 01" W along said line 4-1 of said Black Diamond Lode a distance of 120.71 feet to the Point of Beginning, containing 11.43 Acres, more or less.

DOUGLAS L. HOWELL PLS 20140



THIS MAP IS PREPARED EXCLUSIVELY FOR ANNEXATION PURPOSES AND IS NOT TO BE USED FOR ANY OTHER PURPOSE AND SHOULD NOT BE CONSTRUED AS A BOUNDARY SURVEY.

Lakewood, Colorado
720-273-9940

LAKE GULCH WHISKEY RESORT
ANNEXATION PLAT No. 14
CITY OF BLACK HAWK

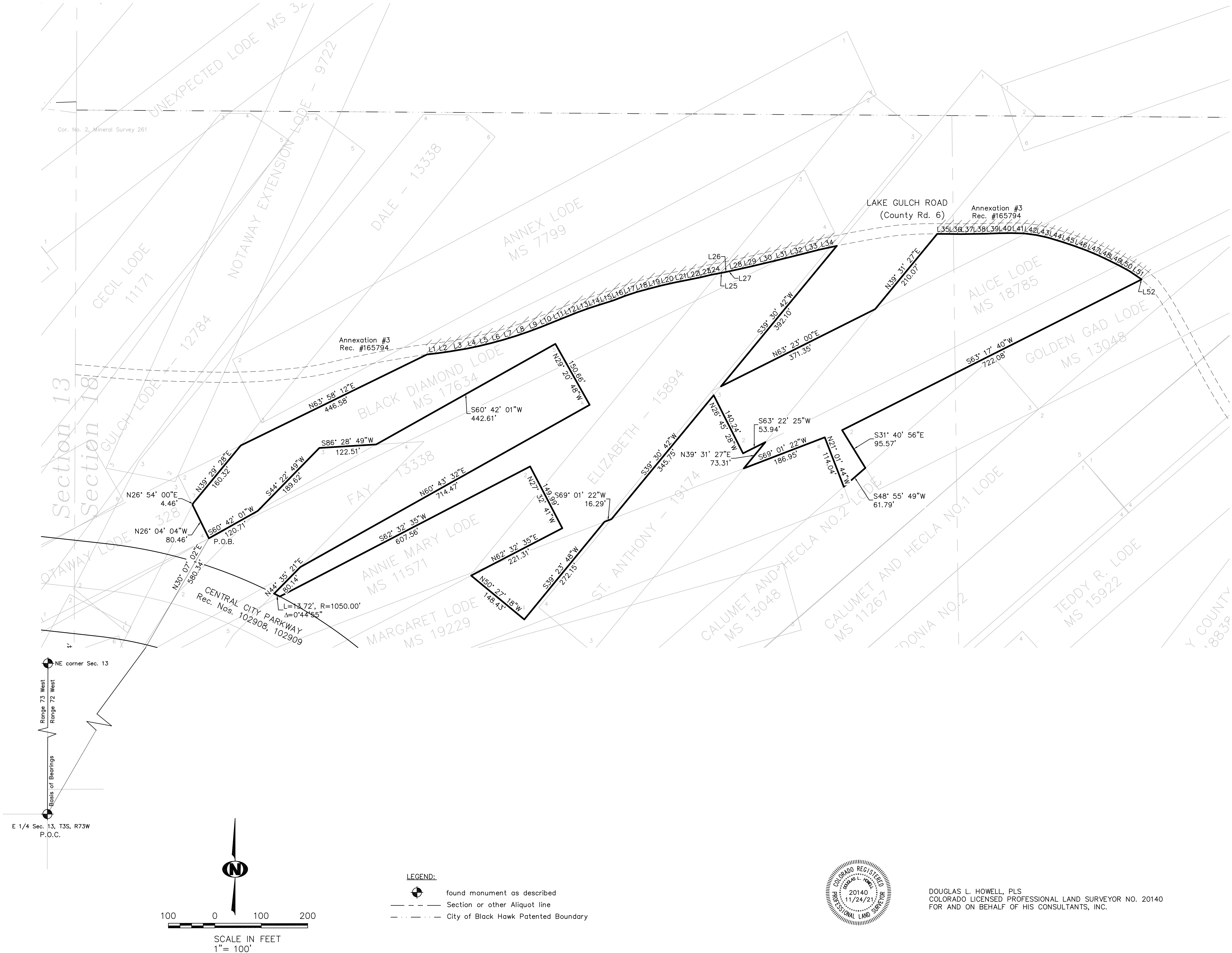
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DESIGNED BY: dlh	CHECKED BY: dea
DATE: 11/24/21	DRAWN BY: dlh
FILE NAME: annex plat14 2021	SCALE: shown
PROJECT NO.	SHEET NO. 1 of 2

LAKE GULCH WHISKEY RESORT
ANNEXATION NO. 14 TO THE CITY OF BLACK HAWK

A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO
SHEET 2 OF 2

Parcel Line Table		
Line #	Length	Direction
L1	23.36	N83° 11' 19"E
L2	26.00	N81° 54' 30"E
L3	37.64	N80° 36' 50"E
L4	25.96	N77° 53' 04"E
L5	27.01	N76° 30' 21"E
L6	27.07	N74° 45' 56"E
L7	27.76	N73° 10' 29"E
L8	29.23	N71° 02' 53"E
L9	29.75	N69° 29' 32"E
L10	28.95	N68° 02' 26"E
L11	28.31	N68° 11' 55"E
L12	28.17	N68° 11' 21"E
L13	27.18	N70° 17' 29"E
L14	26.00	N72° 23' 23"E
L15	26.92	N72° 28' 10"E
L16	27.19	N68° 41' 24"E
L17	26.69	N71° 51' 48"E
L18	27.02	N74° 45' 31"E
L19	28.46	N75° 42' 50"E
L20	28.92	N77° 13' 39"E
L21	28.33	N78° 51' 11"E
L22	27.26	N78° 32' 38"E
L23	24.88	N76° 41' 51"E
L24	14.47	N79° 17' 59"E
L25	14.37	N79° 17' 59"E
L26	5.81	N78° 11' 27"E
L27	7.14	N77° 38' 35"E
L28	27.82	N77° 38' 35"E
L29	35.14	N77° 18' 33"E
L30	34.55	N76° 11' 24"E
L31	34.26	N76° 19' 36"E
L32	33.03	N75° 55' 53"E
L33	33.26	N75° 45' 56"E
L34	37.18	N77° 56' 07"E
L35	26.55	S89° 47' 40"E
L36	25.73	S89° 16' 33"E
L37	25.02	N89° 11' 13"E
L38	28.08	N89° 11' 41"E
L39	28.75	N87° 57' 44"E
L40	25.28	N89° 07' 00"E
L41	28.15	S88° 32' 40"E
L42	26.04	S82° 16' 38"E
L43	25.62	S77° 37' 44"E
L44	30.03	S73° 18' 40"E
L45	26.36	S71° 44' 22"E
L46	31.66	S69° 56' 57"E
L47	26.00	S67° 22' 05"E
L48	25.12	S64° 31' 22"E
L49	26.32	S63° 34' 32"E
L50	25.13	S61° 36' 30"E
L51	30.91	S55° 33' 38"E
L52	0.69	S47° 36' 27"E



LEGEND:
found monument as described
Section or other Aliquot line
City of Black Hawk Patented Boundary



DOUGLAS L. HOWELL, PLS.
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 20140
FOR AND ON BEHALF OF HIS CONSULTANTS, INC.

His Consultants, Inc.
Lakewood, Colorado
720-273-9940

LAKE GULCH WHISKEY RESORT
ANNEXATION PLAT NO. 14
CITY OF BLACK HAWK

REVISIONS	
DATE	

DESIGNED BY: dlh	CHECKED BY: dea
DATE: 11/24/21	DRAWN BY: dlh
FILE NAME: annex plat14 2021	SCALE: shown
PROJECT NO.	SHEET NO. 2 of 2

LAKE GULCH WHISKEY RESORT
ANNEXATION NO. 15 TO THE CITY OF BLACK HAWK

A PART OF SECTIONS 17&18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO
SHEET 1 OF 2

PARCEL DESCRIPTION

The Little Mattie Lode, US Mineral Survey No. 970 in Sections 17&18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 87° 15' 37" E a distance of 5,334.83 feet to corner No. 1 of said Little Mattie Lode, being the Point of Beginning.

Thence N 44° 28' 40" E along line 1–2 of said Little Mattie Lode a distance of 1499.34 feet to corner No. 2 of said Little Mattie Lode;
thence S 45° 33' 27" E along line 2–3 of said Little Mattie Lode a distance of 149.96 feet to corner No. 3 of said Little Mattie Lode;
thence S 44° 29' 09" W along line 3–4 of said Little Mattie Lode a distance of 1500.03 feet to corner No. 4 of said Little Mattie Lode;
thence N 45° 17' 32" W along line 4–1 of said Little Mattie Lode a distance of 149.75 feet to the Point of Beginning, containing 5.16 Acres, more or less.

MAYOR'S CERTIFICATE:

THE FOREGOING LAKE GULCH WHISKEY RESORT ANNEXATION NO. 15 IS APPROVED FOR FILING AND IS ACCEPTED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, GILPIN COUNTY, COLORADO THIS ____ DAY OF _____, ____ , A.D.

CITY OF BLACK HAWK

DAVID D. SPELLMAN, MAYOR _____ MELISSA A. GREINER, CMC, CITY CLERK _____

CITY CLERK'S CERTIFICATE

I, _____, CITY CLERK OF THE CITY OF BLACK HAWK, COLORADO, DO HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE COPY OF THE ANNEXATION MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, BY ORDINANCE NO. _____ A CERTIFIED COPY OF WHICH IS HEREBY FILED, WHICH ORDINANCE BECAME EFFECTIVE ON _____, ____ , A.D.

MELISSA A. GREINER, CMC, CITY CLERK _____

CLERK AND RECORDER'S CERTIFICATE

ACCEPTED FOR FILING IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF GILPIN COUNTY AT CENTRAL CITY, COLORADO THIS ____ DAY OF _____ 20____, IN BOOK _____, PAGE _____ RECEPTION NO. _____

GILPIN COUNTY CLERK AND RECORDER _____ DEPUTY CLERK _____

NOTES

TOTAL PERIMETER, THIS PLAT = 3,299.07'
1/6 TOTAL PERIMETER = 549.85'
PERIMETER CONTIGUOUS TO EXISTING CITY OF BLACK HAWK = 3,299.07'
DENOTES BOUNDARY OF LAND ANNEXED _____

DENOTES CONTIGUOUS CITY BOUNDARY //////

P.O.C. = POINT OF COMMENCEMENT

P.O.B. = POINT OF BEGINNING

1. NOTICE:
According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.
2. This Survey does not constitute a title search by His Consultants, Inc. to determine ownership or easements of record, right-of-way and title of record.

SURVEYOR'S CERTIFICATE

I, DOUGLAS L. HOWELL, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE MAP HEREON SHOWN IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE CITY OF BLACK HAWK, GILPIN COUNTY, COLORADO. THIS ANNEXATION MAP IS NOT A GUARANTY OF WARRANTY, EITHER EXPRESSED OR IMPLIED.

DOUGLAS L. HOWELL PLS 20140



NOTICE

THIS MAP IS PREPARED EXCLUSIVELY FOR ANNEXATION PURPOSES AND IS NOT TO BE USED FOR ANY OTHER PURPOSE AND SHOULD NOT BE CONSTRUED AS A BOUNDARY SURVEY.

His Consultants, Inc.

Lakewood, Colorado
720-273-9940

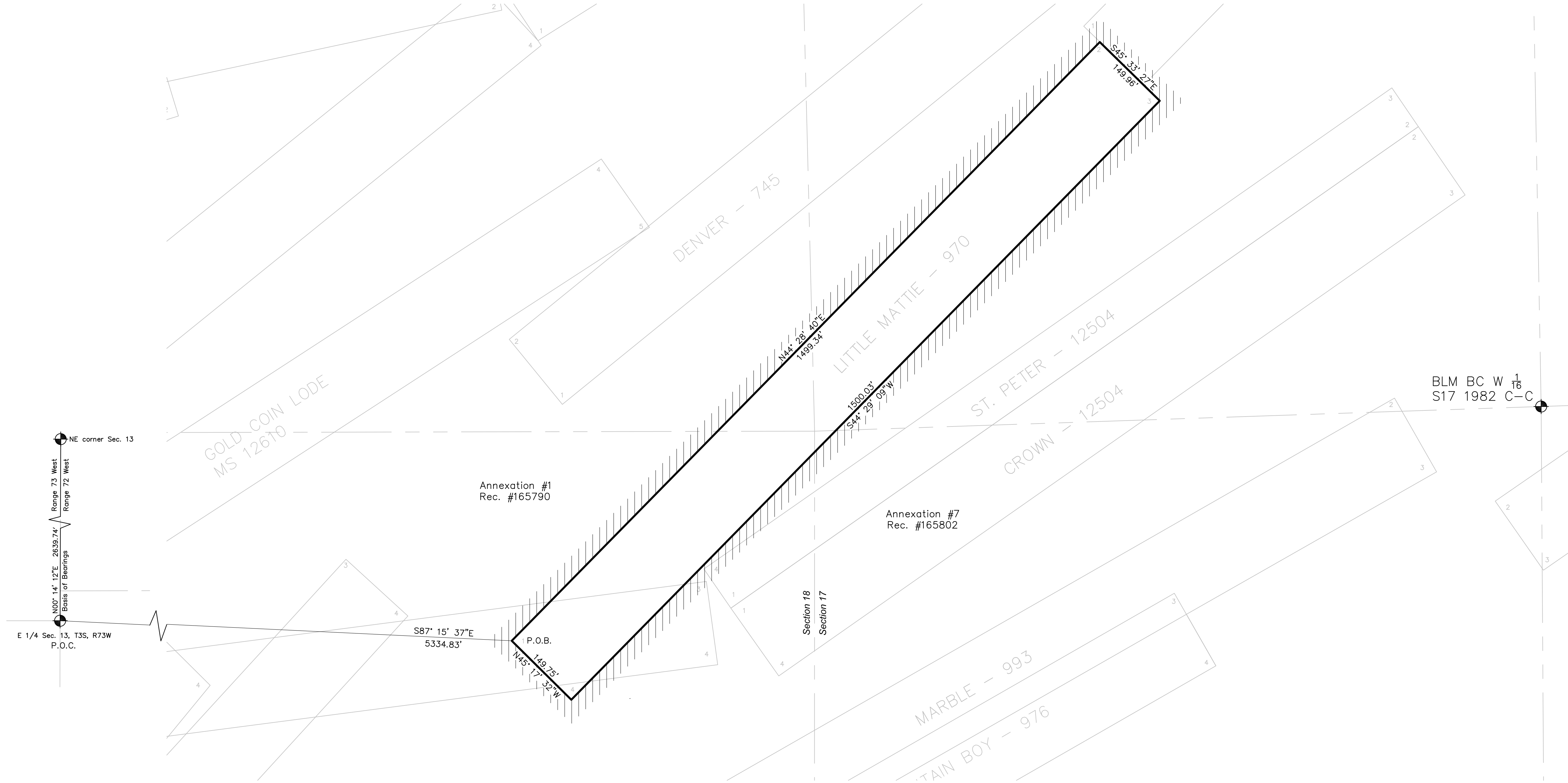
LAKE GULCH WHISKEY RESORT
ANNEXATION PLAT No. 15
CITY OF BLACK HAWK

DATE	REVISIONS								

DESIGNED BY: dlh	CHECKED BY: dea
DATE: 11/24/21	DRAWN BY: dlh
FILE NAME: annex platt15 2021	SCALE: shown
PROJECT NO.	SHEET NO. 1 of 2

LAKE GULCH WHISKEY RESORT
ANNEXATION NO. 15 TO THE CITY OF BLACK HAWK

A PART OF SECTIONS 17&18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO
SHEET 2 OF 2

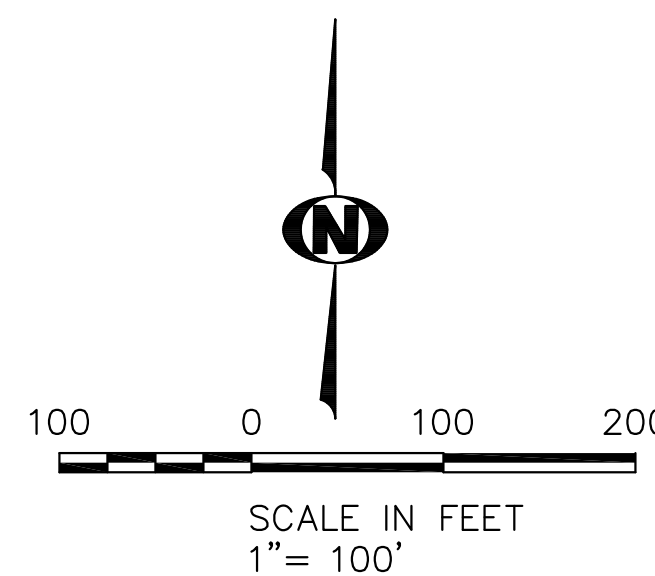


NE corner Sec. 13
Range 73 West
Range 72 West
Basis of Bearings
E 1/4 Sec. 13, T3S, R73W
P.O.C.

Annexation #1
Rec. #165790

Annexation #7
Rec. #165802

BLM BC W $\frac{1}{16}$
S17 1982 C-C



LEGEND:

- found monument as described
- Section or other Aliquot line
- City of Black Hawk Patented Boundary



DOUGLAS L. HOWELL, PLS
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 20140
FOR AND ON BEHALF OF HIS CONSULTANTS, INC.

His Consultants, Inc.
Lakewood, Colorado
720-273-9940

LAKE GULCH WHISKEY RESORT
ANNEXATION PLAT NO. 15
CITY OF BLACK HAWK

DATE	REVISIONS

DESIGNED BY:	CHECKED BY:
dih	dea
DATE:	DRAWN BY:
11/24/21	dih
FILE NAME:	SCALE:
annex plat15 2021	shown
PROJECT NO.	SHEET NO.
	2 of 2

LAKE GULCH WHISKEY RESORT
ANNEXATION NO. 16 TO THE CITY OF BLACK HAWK

A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO
SHEET 1 OF 2

PARCEL DESCRIPTION

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 74° 53' 25" E a distance of 4,804.55 feet to corner No. 14 of the Gold Tunnel No. 21 Lode, US Mineral Survey No. 4589, being the Point of Beginning.

Thence N 46° 21' 54" W along line 14–15 of said Gold Tunnel No. 21 Lode a distance of 150.01 feet to corner No. 15 of said Gold Tunnel No. 21 Lode;
thence N 43° 56' 51" E along line 15–16 of said Gold Tunnel No. 21 Lode a distance of 81.81 feet to the south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 18, being also the City of Black Hawk Patented Boundary;
thence N 89° 32' 31" E along said south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 18 and the City of Black Hawk Patented Boundary a distance of 209.92 feet to the point of intersection with line 13–14 of said Gold Tunnel No. 21 Lode;
thence S 43° 56' 09" W along said line 13–14 of said Gold Tunnel No. 21 Lode a distance of 227.88 feet to the Point of Beginning, containing 0.53 Acres, more or less.

MAYOR'S CERTIFICATE:

THE FOREGOING LAKE GULCH WHISKEY RESORT ANNEXATION NO. 16 IS APPROVED FOR FILING AND IS ACCEPTED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, GILPIN COUNTY, COLORADO THIS ____ DAY OF _____, ____ , A.D.

CITY OF BLACK HAWK

DAVID D. SPELLMAN, MAYOR _____ MELISSA A. GREINER, CMC, CITY CLERK _____

CITY CLERK'S CERTIFICATE

I, _____, CITY CLERK OF THE CITY OF BLACK HAWK, COLORADO, DO HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE COPY OF THE ANNEXATION MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, BY ORDINANCE NO. ____ A CERTIFIED COPY OF WHICH IS HEREBY FILED, WHICH ORDINANCE BECAME EFFECTIVE ON _____, ____ , A.D.

MELISSA A. GREINER, CMC, CITY CLERK _____

CLERK AND RECORDER'S CERTIFICATE

ACCEPTED FOR FILING IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF GILPIN COUNTY AT CENTRAL CITY, COLORADO THIS ____ DAY OF _____ 20____, IN BOOK _____, PAGE _____ RECEPTION NO. _____

GILPIN COUNTY CLERK AND RECORDER _____ DEPUTY CLERK _____

NOTES

TOTAL PERIMETER, THIS PLAT = 669.62'
1/6 TOTAL PERIMETER = 111.60'
PERIMETER CONTIGUOUS TO EXISTING CITY OF BLACK HAWK = 669.62'
DENOTES BOUNDARY OF LAND ANNEXED _____

DENOTES CONTIGUOUS CITY BOUNDARY ////

P.O.C. = POINT OF COMMENCEMENT

P.O.B. = POINT OF BEGINNING

- NOTICE:
According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.
- This Survey does not constitute a title search by His Consultants, Inc. to determine ownership or easements of record, right-of-way and title of record.
- The bearing "mismatch" on the easterly and westerly lines of the Gold Tunnel No. 21 Lode as compared to the bearings shown in Annexation No. 1 is due to discovery of additional controlling corners. Senior calls to the claim lines insure that they are the same lines and that there isn't a hiatus or overlap.

SURVEYOR'S CERTIFICATE

I, DOUGLAS L. HOWELL, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE MAP HEREON SHOWN IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE CITY OF BLACK HAWK, GILPIN COUNTY, COLORADO. THIS ANNEXATION MAP IS NOT A GUARANTY OF WARRANTY, EITHER EXPRESSED OR IMPLIED.

DOUGLAS L. HOWELL PLS 20140



NOTICE

THIS MAP IS PREPARED EXCLUSIVELY FOR ANNEXATION PURPOSES AND IS NOT TO BE USED FOR ANY OTHER PURPOSE AND SHOULD NOT BE CONSTRUED AS A BOUNDARY SURVEY.

His Consultants, Inc.

Lakewood, Colorado
720-273-9940

LAKE GULCH WHISKEY RESORT
ANNEXATION PLAT No. 16
CITY OF BLACK HAWK

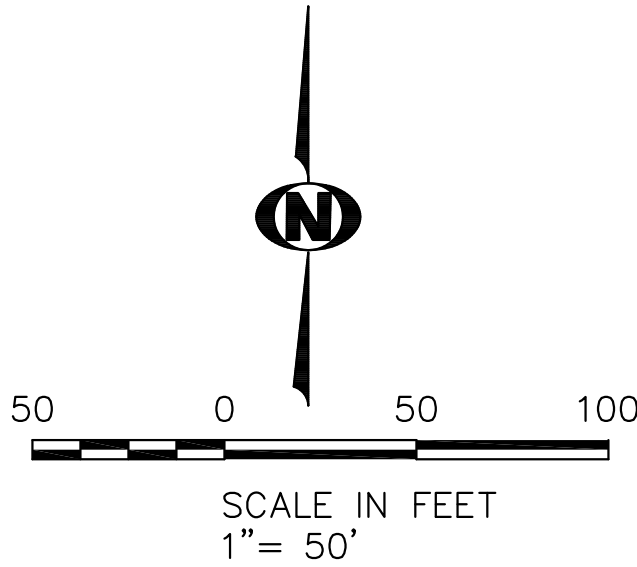
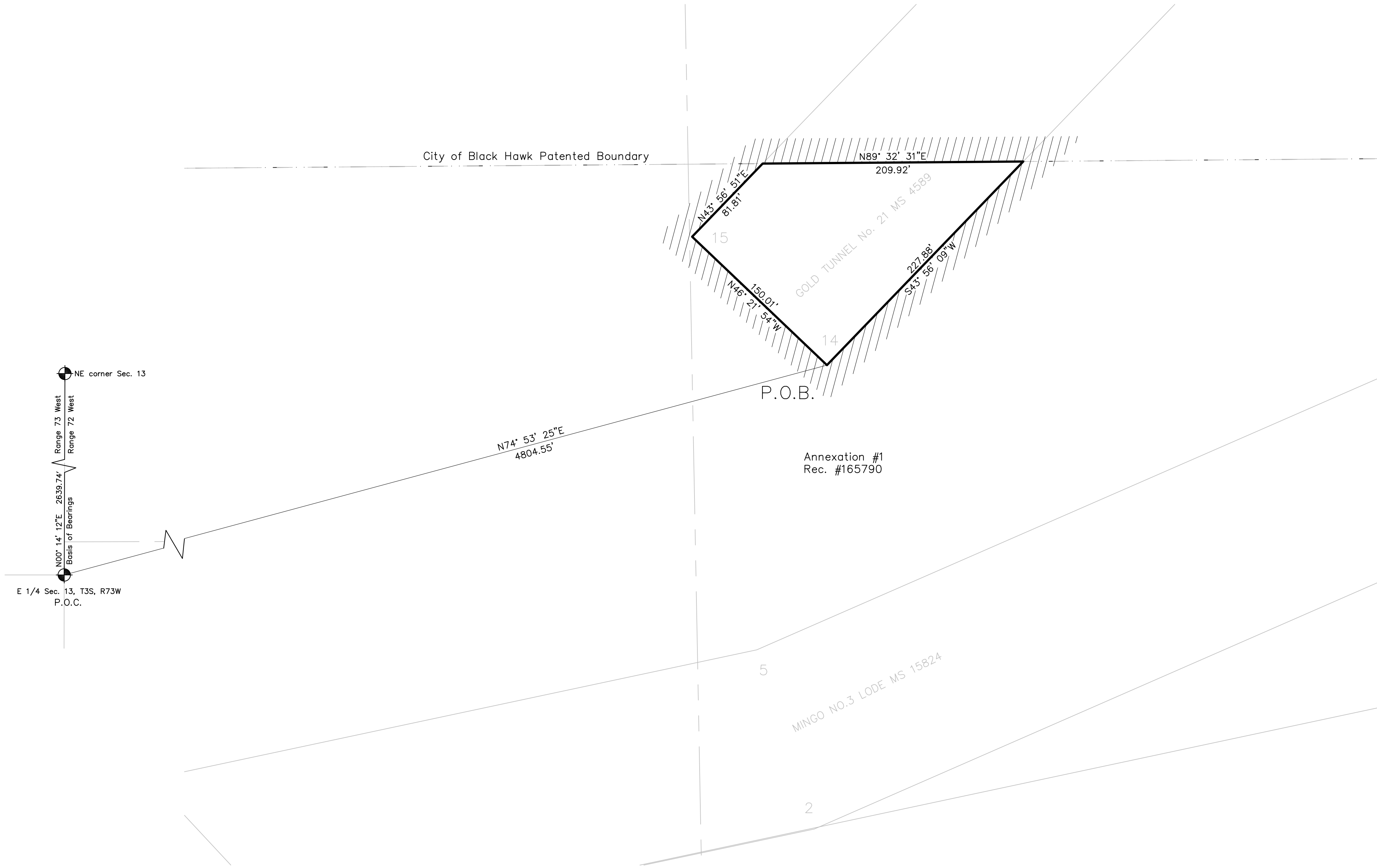
REVISIONS	DATE								

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DESIGNED BY: dlh	CHECKED BY: dea
DATE: 11/24/21	DRAWN BY: dlh
FILE NAME: annex platt16 2021	SCALE: shown
PROJECT NO.	SHEET NO. 1 of 2

LAKE GULCH WHISKEY RESORT
ANNEXATION NO. 16 TO THE CITY OF BLACK HAWK

A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO
SHEET 2 OF 2



- LEGEND:
- found monument as described
 - Section or other Aliquot line
 - City of Black Hawk Patented Boundary



DOUGLAS L. HOWELL, PLS
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 20140
FOR AND ON BEHALF OF HIS CONSULTANTS, INC.

LAKE GULCH WHISKEY RESORT
ANNEXATION PLAT NO. 16
CITY OF BLACK HAWK

His Consultants, Inc.
Lakewood, Colorado
720-273-9940

DATE	REVISIONS

DESIGNED BY: dlh	CHECKED BY: dea
DATE: 11/24/21	DRAWN BY: dlh
FILE NAME: annex plat16 2021	SCALE: shown
PROJECT NO.	SHEET NO. 2 of 2

A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO
SHEET 1 OF 2

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows: Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W Co. S12 S13 1980", bears N 41° 36' 06" E a distance of 1,242.54 feet to the corner of said Section 13, forming the Basis of Bearing for this description; thence N 41° 36' 06" E a distance of 1,242.54 feet to the point of intersection of line 2-3 of the Black Diamond Lode, US Mineral Survey No. 17634 with the northerly edge of Lake Gulch Road, County Road No. 6, being the point of Beginning.

1. S 77° 38' 35" W a distance of 7.04 feet;
2. S 78° 11' 27" W a distance of 5.49 feet;
3. S 79° 17' 59" W a distance of 29.12 feet;
4. S 76° 41' 51" W a distance of 25.03 feet;
5. S 78° 32' 38" W a distance of 26.85 feet;
6. S 78° 51' 11" W a distance of 28.58 feet;
7. S 77° 13' 39" W a distance of 29.52 feet;
8. S 75° 42' 50" W a distance of 28.93 feet;
9. S 74° 45' 31" W a distance of 27.76 feet;
10. S 71° 51' 48" W a distance of 27.85 feet;
11. S 68° 41' 24" W a distance of 27.08 feet;
12. S 72° 28' 10" W a distance of 26.21 feet;
13. S 72° 23' 23" W a distance of 26.42 feet;
14. S 70° 17' 29" W a distance of 27.99 feet;
15. S 68° 11' 21" W a distance of 28.57 feet;
16. S 68° 11' 55" W a distance of 28.34 feet;
17. S 68° 02' 26" W a distance of 28.70 feet;
18. S 69° 29' 32" W a distance of 29.17 feet;
19. S 71° 02' 53" W a distance of 28.52 feet;
20. S 73° 10' 29" W a distance of 27.05 feet;
21. S 74° 45' 56" W a distance of 26.43 feet;
22. S 76° 30' 21" W a distance of 26.42 feet;
23. S 77° 53' 04" W a distance of 25.17 feet;
24. S 80° 36' 50" W a distance of 18.32 feet;

more or less.

THE FOREGOING LAKE GULCH WHISKEY RESORT ANNEXATION NO. 17 IS APPROVED FOR FILING AND IS
ACCEPTED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, GILPIN COUNTY, COLORADO
THIS ____ DAY OF _____, ____, A.D.

_____, CITY CLERK OF THE CITY OF BLACK HAWK, COLORADO,
DO HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE COPY OF THE
ANNEXATION MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK,
COLORADO, BY ORDINANCE NO. _____ A CERTIFIED COPY OF WHICH IS
HEREBY FILED, WHICH ORDINANCE BECAME EFFECTIVE ON _____, A.D.

ACCEPTED FOR FILING IN THE OFFICE OF THE COUNTY CLERK AND RECORDER
OF GILPIN COUNTY AT CENTRAL CITY, COLORADO THIS _____ DAY OF _____
20____, IN BOOK _____, PAGE _____, RECEPTION NO. _____

DOUGLAS L. HOWELL, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE MAP HEREON SHOWN IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE CITY OF BLACK HAWK, GILPIN COUNTY, COLORADO. THIS ANNEXATION MAP IS NOT A GUARANTY OF WARRANTY, EITHER EXPRESSED OR IMPLIED.

THIS MAP IS PREPARED EXCLUSIVELY FOR ANNEXATION PURPOSES AND IS NOT TO BE USED FOR ANY OTHER PURPOSE AND SHOULD NOT BE CONSTRUED AS A BOUNDARY SURVEY.

Lakewood, Colorado
720-273-9940

LAKE GULCH WHISKEY RESORT
ANNEXATION PLAT No. 17
CITY OF BLACK HAWK

[illegible]

DESIGNED BY: dlh	CHECKED BY: dea
DATE: 11/24/21	DRAWN BY: dlh
FILE NAME: annex plat17 2021	SCALE: shown
PROJECT NO.	SHEET NO. 1 of 2

A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO
SHEET 2 OF 2



DOUGLAS L. HOWELL, PLS
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 20140
FOR AND ON BEHALF OF HIS CONSULTANTS, INC.

Lakewood, Colorado
720-273-9940

LAKE GULCH WHISKEY RESORT
ANNEXATION PLAT No. 17
CITY OF BLACK HAWK

[illegible]

LAKE GULCH WHISKEY RESORT
ANNEXATION NO. 18 TO THE CITY OF BLACK HAWK

A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO
SHEET 1 OF 2

PARCEL DESCRIPTION

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:
Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 55° 10' 45" E a distance of 2,029.15 feet to the point of intersection of line 4-1 of the St. Anthony Lode, US Mineral Survey No. 19174 with the northerly edge of Lake Gulch Road, County Road No. 6, being the Point of Beginning.

Thence N 39° 30' 42" E along said line 4-1 of said St. Anthony Lode a distance of 328.85 feet to the point of intersection with the south line of the NE 1/4 of the NE 1/4 of said Section 18, being also the City of Black Hawk Patented Boundary;
thence S 89° 38' 09" E along said south line of the NE 1/4 of the NE 1/4 of said Section 18 a distance of 145.22 feet to the point of intersection with line 1-6 of the Susan-Mary Lode, US Mineral Survey No. 694;
thence S 19° 06' 00" E along said line 1-6 of said Susan-Mary Lode a distance of 44.24 feet to the point of intersection with line 2-3 of said St. Anthony Lode;
thence S 39° 31' 27" W along said line 2-3 of said St. Anthony Lode a distance of 246.50 feet to said northerly edge of Lake Gulch Road;
thence along said northerly edge of Lake Gulch Road the following 8 courses:
1. N 89° 47' 40" W a distance of 21.27 feet;
2. S 89° 45' 47" W a distance of 26.85 feet;
3. S 87° 30' 36" W a distance of 25.59 feet;
4. S 85° 59' 16" W a distance of 29.83 feet;
5. S 82° 42' 42" W a distance of 26.71 feet;
6. S 81° 04' 54" W a distance of 30.69 feet;
7. S 79° 51' 30" W a distance of 30.19 feet;
8. S 79° 21' 17" W a distance of 22.47 feet to the Point of Beginning, containing 1.04 Acres, more or less.

MAYOR'S CERTIFICATE:

THE FOREGOING LAKE GULCH WHISKEY RESORT ANNEXATION NO. 18 IS APPROVED FOR FILING AND IS ACCEPTED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, GILPIN COUNTY, COLORADO THIS ____ DAY OF _____, ____ , A.D.

CITY OF BLACK HAWK

DAVID D. SPELLMAN, MAYOR _____ MELISSA A. GREINER, CMC, CITY CLERK _____

CITY CLERK'S CERTIFICATE

I, _____, CITY CLERK OF THE CITY OF BLACK HAWK, COLORADO, DO HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE COPY OF THE ANNEXATION MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, BY ORDINANCE NO. _____ A CERTIFIED COPY OF WHICH IS HEREBY FILED, WHICH ORDINANCE BECAME EFFECTIVE ON _____, ____ , A.D.

MELISSA A. GREINER, CMC, CITY CLERK _____

CLERK AND RECORDER'S CERTIFICATE

ACCEPTED FOR FILING IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF GILPIN COUNTY AT CENTRAL CITY, COLORADO THIS ____ DAY OF _____ 20__, IN BOOK _____, PAGE _____ RECEPTION NO. _____

GILPIN COUNTY CLERK AND RECORDER _____ DEPUTY CLERK _____

NOTES

TOTAL PERIMETER, THIS PLAT = 978.41'
1/6 TOTAL PERIMETER = 163.07'
PERIMETER CONTIGUOUS TO EXISTING CITY OF BLACK HAWK = 934.17'
DENOTES BOUNDARY OF LAND ANNEXED _____

DENOTES CONTIGUOUS CITY BOUNDARY _____

P.O.C. = POINT OF COMMENCEMENT

P.O.B. = POINT OF BEGINNING

1. NOTICE:
According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.
2. This Survey does not constitute a title search by His Consultants, Inc. to determine ownership or easements of record, right-of-way and title of record.

SURVEYOR'S CERTIFICATE

I, DOUGLAS L. HOWELL, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE MAP HEREON SHOWN IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE CITY OF BLACK HAWK, GILPIN COUNTY, COLORADO. THIS ANNEXATION MAP IS NOT A GUARANTY OF WARRANTY, EITHER EXPRESSED OR IMPLIED.



DOUGLAS L. HOWELL PLS 20140

NOTICE

THIS MAP IS PREPARED EXCLUSIVELY FOR ANNEXATION PURPOSES AND IS NOT TO BE USED FOR ANY OTHER PURPOSE AND SHOULD NOT BE CONSTRUED AS A BOUNDARY SURVEY.

His Consultants, Inc.

Lakewood, Colorado
720-273-9940

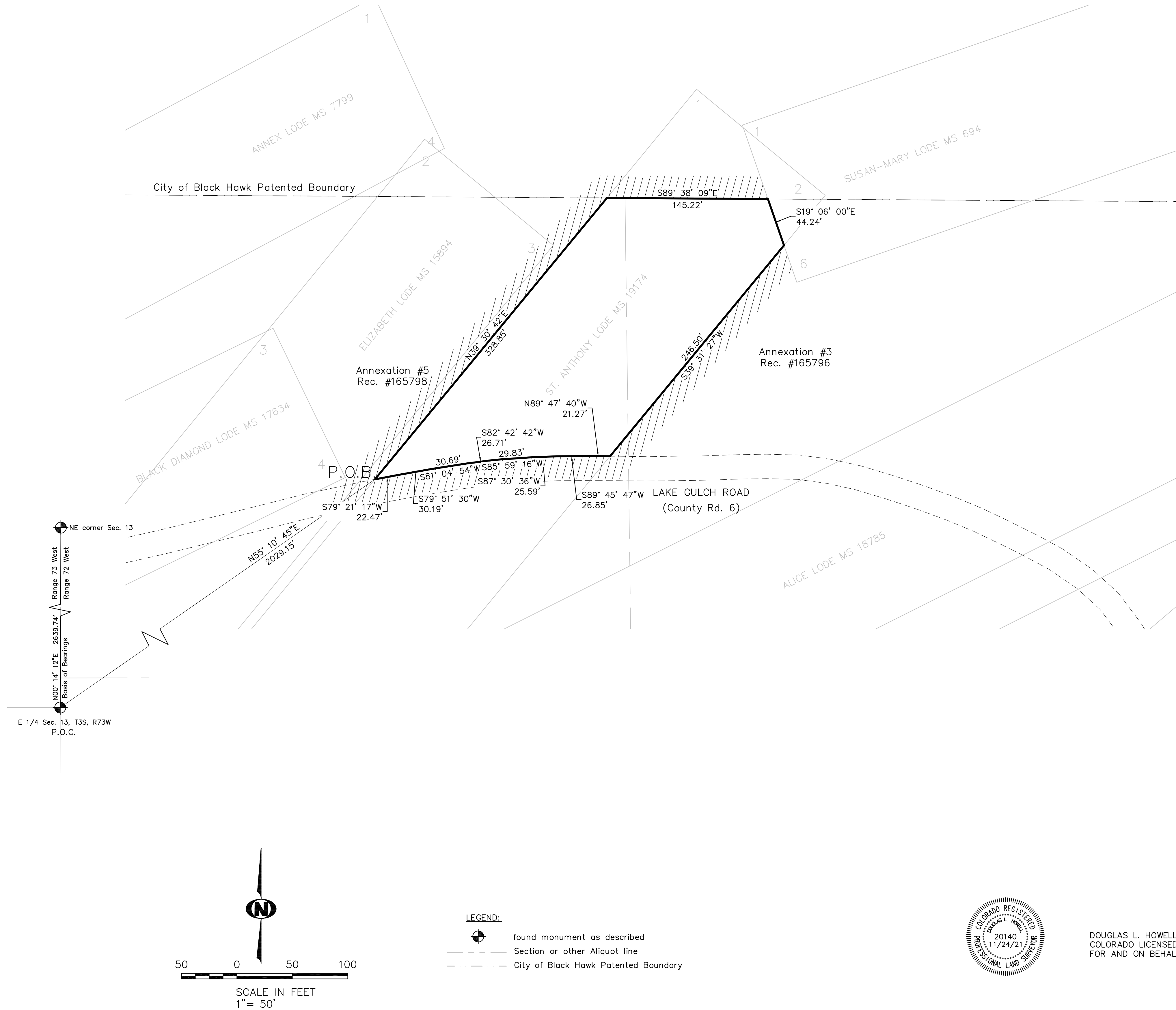
LAKE GULCH WHISKEY RESORT
ANNEXATION PLAT No. 18
CITY OF BLACK HAWK

DATE	REVISIONS					

DESIGNED BY: dlh	CHECKED BY: dea
DATE: 11/24/21	DRAWN BY: dlh
FILE NAME: annex plat18 2021	SCALE: shown
PROJECT NO.	SHEET NO. 1 of 2

LAKE GULCH WHISKEY RESORT
ANNEXATION NO. 18 TO THE CITY OF BLACK HAWK

A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO
SHEET 2 OF 2



His Consultants, Inc.
Lakewood, Colorado
720-273-9940

LAKE GULCH WHISKEY RESORT
ANNEXATION PLAT NO. 18
CITY OF BLACK HAWK

REVISIONS
DATE

DESIGNED BY:	CHECKED BY:
dlh	dea
DATE:	DRAWN BY:
11/24/21	dlh
FILE NAME:	SCALE:
annex plat18 2021	shown
PROJECT NO.	SHEET NO.
	2 of 2



DOUGLAS L. HOWELL, PLS
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 20140
FOR AND ON BEHALF OF HIS CONSULTANTS, INC.

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

Resolution No. 67-2021

TITLE: A RESOLUTION ACCEPTING THE PETITION FOR ANNEXATION AND ESTABLISHING DECEMBER 8, 2021, AS THE DATE OF PUBLIC HEARING ON THE REQUESTED ANNEXATION OF A PARCEL OF UNINCORPORATED TERRITORY LOCATED IN THE COUNTY OF GILPIN (LAKE GULCH WHISKEY RESORT ANNEXATION NO. 8)

WHEREAS, the owner of unincorporated territory, comprising more than fifty percent (50%) of the area proposed for annexation pursuant to C.R.S. § 31-12-107, has filed a petition for annexation of a certain unincorporated property to the City (the "Petition"), which territory is more particularly described in Exhibit A;

WHEREAS, C.R.S. § 31-12-108 requires that the City accept the Petition and establish a date, time, and place that the City Council will hold a public hearing to consider the annexation and the various requirements of Title 31, Article 12, C.R.S.;

WHEREAS the City Council, at its regular meeting on October 13, 2021, reviewed the Petition and various documents submitted in support of the Petition;

WHEREAS, the City Council has examined the record in this case and the various exhibits; has considered the request, the Comprehensive Plan, and the recommendations of the staff; and based upon the record which has been made concerning the request, has arrived at its decision; and

WHEREAS, it has been found and determined that the applicant has substantially complied with all the procedural requirements as provided in Title 31, Article 12, C.R.S., in connection with the Petition.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. The Petition is hereby accepted and found to be in substantial compliance with the requirements of Title 31, Article 12, C.R.S.

Section 2. That a public hearing to consider the Petition is scheduled for December 8, 2021, at 3:00 p.m., at the Council Chambers of the City of Black Hawk, which is located at 211 Church Street, Black Hawk, Colorado, 80422, to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

Section 3. Any person living within the area proposed to be annexed, any landowner

of lands thereof, any resident of the municipality to which the area is proposed to be annexed, any municipality located within one mile of the proposed annexation, or the Board of County Commissioners of Gilpin County, may appear at such hearing and present evidence upon any matter to be determined by the City Council.

RESOLVED AND PASSED this 13th day of October, 2021.


David D. Spellman, Mayor

ATTEST:


Melissa A. Greiner, CMC, City Clerk



PETITION FOR ANNEXATION

PETITION FOR ANNEXATION TO THE CITY OF BLACK HAWK, COLORADO

THE UNDERSIGNED, being a "Landowner" as defined in C.R.S. § 31-12-103(6), hereby Petitions the City of Black Hawk (the "City") for annexation for the following described property and further states:

1. The legal description of the land which Landowner requests to be annexed to the City is attached hereto as Exhibit A, hereinafter referred to as the "Property."
2. It is desirable and necessary that the Property be annexed to the City.
3. The requirements of Article II Section 30 of the Colorado Constitution have been met.
4. The following requirements of C.R.S. § 31-12-104 exist or have been met:
 - a. Not less than one-sixth ($1/6^{th}$) of the perimeter of the Property is contiguous with the City.
 - b. A community of interest exists between the Property and the City. The Property is urban or will be urbanized in the near future; and the Property is capable of being integrated into the City.
5. None of the limitations provided in C.R.S. § 31-12-105 are applicable and the requirements of that statute have been met because of the following:
 - a. The annexation of the Property will not result in the Property being divided into separate parts or parcels under identical ownership;
 - b. No land area within the Property is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate comprising 20 acres or more and having a valuation for assessment in excess of \$200,000 for ad valorem tax purposes has been included in the area of the Property to be annexed without the written consent of the landowners thereof;
 - c. No annexation proceedings have been commenced for annexation of any part of the Property by any other municipality;
 - d. The entire width of all streets and alleys to be included within the area annexed are included;
 - e. The annexation of the Property will not result in the detachment of area from any school district or the attachment of same to another school district;
 - f. Annexation by the City of the Property will not have the effect of, and will not result in, the denial of reasonable access to landowners, owners of an easement, or

owners of a franchise adjoining a platted street or alley which has been annexed by the City but is not bounded on both sides by the City.

6. The annexation of the Property will not have the effect of extending a boundary of the City more than three miles in any direction from any point of the municipal boundary in the past 12 months.
7. The Landowner comprises the owner in fee of 100 percent of the area of the Property, exclusive of public streets and alleys, and comprises 100 percent of the landowners of the Property. The legal description of the land owned by the signer of this petition is shown on **Exhibit A**.
8. The Landowner requests that the City approve the annexation of the Property.
9. This Petition is accompanied by four copies of an annexation boundary map in the form required by C.R.S. § 31-12-102(1)(d) and attached **Exhibit B**.
10. This instrument may be executed in one or more counterparts, all of which taken together shall constitute the same document.

LANDOWNER

Proximo Distillers, LLC, a Colorado Limited Liability Company

By: Peter T. Macca
Peter T. Macca

Its: Operations Manager/Authorized Representative

Mailing Address:
200 S. Kalamath Street
Denver, CO 80223

STATE OF Colorado)
) s.s.
COUNTY OF Denver)

Subscribed and sworn to before me this 21 day of September, 2021, by Peter T. Macca.

Witness my hand and official seal.

My commission expires: 3-17-24



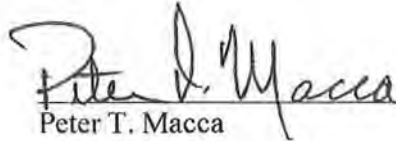
[Signature]
Notary Public

AFFIDAVIT OF CIRCULATOR IN SUPPORT OF PETITION

I, Peter T. Macca, being first duly sworn state as follows:

- a. I have circulated the Petition for Annexation to the City of Black Hawk set forth herein;
- b. I am the person whose name is subscribed to the foregoing Petition on behalf of the Landowner and am authorized to sign such document on the Landowner's behalf.
- c. My signature on the foregoing Petition is a true, genuine, and correct signature.

CIRCULATOR


Peter T. Macca

STATE OF Colorado)
COUNTY OF Denver) s.s.

Subscribed and sworn to before me this 21 day of September, 2021, by Peter T. Macca.

Witness my hand and official seal.

My commission expires: 3-17-24



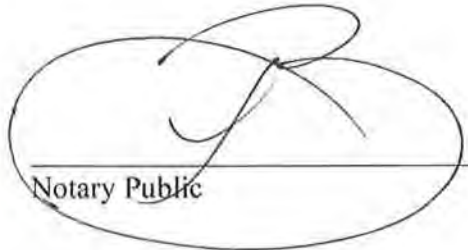

Notary Public

EXHIBIT A

Annexation Plat No. 8

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description, thence S $68^{\circ}57'51''$ E a distance of 5,143.78 feet to a point of intersection of the easterly right-of-way of the Central City Parkway with line 2-3 of the Rickard Lode, US Mineral Survey No. 16283, being the Point of Beginning.

thence along said line 2-3 of the said Rickard Lode N $67^{\circ}02'38''$ E a distance of 151.48 feet to the point of intersection with the westerly edge of Lake Gulch Road, County Road 6;

Thence along said westerly edge of Lake Gulch Road the following 29 courses:

1. S $13^{\circ}41'03''$ W a distance of 8.03 feet;
2. S $14^{\circ}06'12''$ W a distance of 47.47 feet;
3. S $11^{\circ}45'46''$ W a distance of 30.01 feet;
4. S $13^{\circ}18'52''$ W a distance of 16.19 feet;
5. S $10^{\circ}22'47''$ W a distance of 30.89 feet;
6. S $09^{\circ}29'42''$ W a distance of 29.84 feet;

7. S $11^{\circ}50'43''$ W a distance of 31.10 feet;
8. S $11^{\circ}03'12''$ W a distance of 31.96 feet;
9. S $10^{\circ}04'56''$ W a distance of 25.32 feet;
10. S $11^{\circ}08'36''$ W a distance of 28.47 feet;
11. S $32^{\circ}41'53''$ E a distance of 45.93 feet;
12. S $44^{\circ}08'01''$ E a distance of 32.98 feet;
13. S $52^{\circ}04'36''$ E a distance of 29.05 feet;
14. S $54^{\circ}42'27''$ E a distance of 53.29 feet;
15. S $58^{\circ}03'45''$ E a distance of 31.69 feet;
16. S $59^{\circ}18'04''$ E a distance of 26.18 feet;
17. S $63^{\circ}19'05''$ E a distance of 29.46 feet;
18. S $60^{\circ}16'48''$ E a distance of 29.96 feet;
19. S $61^{\circ}39'09''$ E a distance of 33.24 feet;
20. S $61^{\circ}28'38''$ E a distance of 32.24 feet;
21. S $55^{\circ}46'17''$ E a distance of 28.96 feet;
22. S $56^{\circ}17'05''$ E a distance of 38.09 feet;
23. S $51^{\circ}45'51''$ E a distance of 56.22 feet;
24. S $48^{\circ}44'08''$ E a distance of 90.36 feet;
25. S $45^{\circ}53'24''$ E a distance of 47.21 feet;
26. S $43^{\circ}37'26''$ E a distance of 41.82 feet;
27. S $45^{\circ}38'04''$ E a distance of 26.06 feet;
28. S $49^{\circ}36'04''$ E a distance of 30.59 feet;
29. S $53^{\circ}53'44''$ E a distance of 14.21 feet to the point of intersection with the south line of the southeast $\frac{1}{4}$ of Section 18;

thence N 89° 44' 17" W along said southeast 1/4 of Section 18 a distance of 269.81 feet to the easterly right-of-way of Central City Parkway;

Thence along said easterly right-of-way of the Central City Parkway the following 4 (four) courses:

1. along a non-tangent curve concave to the southwest having a central angle of 23° 07' 24", a radius of 760.00 feet, an arc distance of 306.72 feet and a chord bearing N 36° 26' 18" W a chord distance of 304.64 feet;
2. N 48° 00' 00" W a distance of 77.39 feet;
3. along a curve concave to the northwest, having a central angle of 48° 00' 00", a radius of 400.00 feet, an arc distance of 335.10 feet;
4. thence N 00° 00' 00" E a distance of 60.75 feet to the Point of Beginning, containing 2.17 acres more or less.

LAKE GULCH WHISKEY RESORT
ANNEXATION NO. 8 TO THE CITY OF BLACK HAWK
A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO
SHEET 1 OF 2

Chen, G. and Li, C. (2002) The effects of the 1997 Asian financial crisis on the foreign exchange market in China. *Journal of International Money and Finance*, 21, 225-242.

1	11	20	27	34	41	48	55	62	69	76	83	90	97	104	111	118	125	132	139	146	153	160	167	174	181	188	195	202	209	216	223	230	237	244	251	258	265	272	279	286	293	300	307	314	321	328	335	342	349	356	363	370	377	384	391	398	405	412	419	426	433	440	447	454	461	468	475	482	489	496	503	510	517	524	531	538	545	552	559	566	573	580	587	594	601	608	615	622	629	636	643	650	657	664	671	678	685	692	699	706	713	720	727	734	741	748	755	762	769	776	783	790	797	804	811	818	825	832	839	846	853	860	867	874	881	888	895	902	909	916	923	930	937	944	951	958	965	972	979	986	993	1000
1	11	20	27	34	41	48	55	62	69	76	83	90	97	104	111	118	125	132	139	146	153	160	167	174	181	188	195	202	209	216	223	230	237	244	251	258	265	272	279	286	293	300	307	314	321	328	335	342	349	356	363	370	377	384	391	398	405	412	419	426	433	440	447	454	461	468	475	482	489	496	503	510	517	524	531	538	545	552	559	566	573	580	587	594	601	608	615	622	629	636	643	650	657	664	671	678	685	692	699	706	713	720	727	734	741	748	755	762	769	776	783	790	797	804	811	818	825	832	839	846	853	860	867	874	881	888	895	902	909	916	923	930	937	944	951	958	965	972	979	986	993	1000

† χ^2 test for independence: $\chi^2 = 1.78$, $df = 1$, $P = 0.18$.

[illegible]

STUDY OBJECTIVE: The purpose of this study was to determine the effect of a 10-week, 1000 kcal/day energy restriction program on the body composition and metabolic profile of obese women.

www.ecy.b.ca/ind

DAVID C. FURMAN, WARD
MELISSA A. CORREY, DDC 01V 01506

PRO. GILBERT GILBERT

OF THE CITY OF BAKERSFIELD, CALIFORNIA, DO HEREBY CERTIFY THAT THE CITY OF BAKERSFIELD, CALIFORNIA, HAS ADOPTED AS THE CITY CODE, OF THE CITY OF BAKERSFIELD, CALIFORNIA, A CERTIFIED COPY OF WHICH IS FILED IN THE OFFICE OF THE CLERK OF THE CITY OF BAKERSFIELD, CALIFORNIA, AND ORDINANCES BECAME EFFECTIVE ON _____, A.D. _____.

WILLIAM A. GREGG, DDC, DUTY STATION

1. *Chlorophyll a* and *Chlorophyll b* content of the leaves was determined by the method of Arnon and Whistler (1940).

DATE _____ REC'D BY _____
 TO: _____ FROM: _____
 BY: _____

2007-10-26
2007-10-26

100

MODEL PARAMETERS: INFLATE = 1.0000
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 ESTIMATED COEFFICIENTS: 2 ESTIMATING COUNTRY = 2

• right of connection

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ACCORDING TO CONSTITUTIONAL LAW, THE GOVERNMENT HAS THE RIGHT TO REGULATE THE CONTENT OF COMMERCIAL SPEECH.

Table 1

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THE LAW IS APPLIED EQUALLY TO ALL AMERICAN CITIZENS AND IS NOT TO BE USED FOR ANY OTHER PURPOSE AND SHOULD NOT BE INTERPRETED AS A DISCRIMINATORY SPECIES

LAKE GULCH WHISKEY RESORT
ANNEXATION PLAT No. 8
CITY OF BLACK HAWK

His Consultants, Inc.
Lakewood, Colorado
720-273-0940

[illegible]

EXHIBIT B

LAKE GULCH WHISKEY RESORT
ANNEXATION NO. 8 TO THE CITY OF BLACK HAWK
A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GULPIN, STATE OF COLORADO
SHEET 2 OF 2



Line #	Length	Direction
1	53.0	S 57° 41' E 37.9
2	47.0	S 69° 30' E 37.9
3	20.0	S 77° 42' E 40.9
4	31.0	S 72° 13' E 37.9
5	31.0	S 72° 13' E 37.9
6	31.0	S 72° 13' E 37.9
7	31.0	S 72° 13' E 37.9
8	31.0	S 72° 13' E 37.9
9	31.0	S 72° 13' E 37.9
10	31.0	S 72° 13' E 37.9
11	31.0	S 72° 13' E 37.9
12	31.0	S 72° 13' E 37.9
13	31.0	S 72° 13' E 37.9
14	31.0	S 72° 13' E 37.9
15	31.0	S 72° 13' E 37.9
16	31.0	S 72° 13' E 37.9
17	31.0	S 72° 13' E 37.9
18	31.0	S 72° 13' E 37.9
19	31.0	S 72° 13' E 37.9
20	31.0	S 72° 13' E 37.9
21	31.0	S 72° 13' E 37.9
22	31.0	S 72° 13' E 37.9
23	31.0	S 72° 13' E 37.9
24	31.0	S 72° 13' E 37.9
25	31.0	S 72° 13' E 37.9
26	31.0	S 72° 13' E 37.9
27	31.0	S 72° 13' E 37.9
28	31.0	S 72° 13' E 37.9
29	31.0	S 72° 13' E 37.9
30	31.0	S 72° 13' E 37.9



LEGEND:
Thick line segment to sections
Dashed line segment to sections
Dotted line segment to sections
Thin line segment to sections



STATE OF COLORADO
COUNTY OF GULPIN
TOWNSHIP 3 SOUTH
RANGE 72 WEST
SECTION 18
LAKE GULCH WHISKEY RESORT
ANNEXATION NO. 8
TO THE CITY OF BLACK HAWK
SHEET 2 OF 2

Section 18
Section 19

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LAKE GULCH WHISKEY RESORT
ANNEXATION PLAT No. 8
CITY OF BLACK HAWK

His Consultants, Inc.
Lakewood, Colorado
720-273-9940

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

Resolution No. 68-2021

TITLE: A RESOLUTION ACCEPTING THE PETITIONS FOR ANNEXATION AND ESTABLISHING DECEMBER 8, 2021, AS THE DATE OF PUBLIC HEARING ON THE REQUESTED ANNEXATION OF PARCELS OF UNINCORPORATED TERRITORY LOCATED IN THE COUNTY OF GILPIN (LAKE GULCH WHISKEY RESORT ANNEXATION NOS. 9-12)

WHEREAS, the owner of unincorporated territory, comprising more than fifty percent (50%) of the area proposed for annexation pursuant to C.R.S. § 31-12-107, have filed four (4) petitions for annexation of a certain unincorporated property to the City (collectively referred to as the "Petitions"), which territory is more particularly described in Exhibit A, attached to each Petition;

WHEREAS, C.R.S. § 31-12-108 requires that the City accept the Petitions and establish a date, time, and place that the City Council will hold a public hearing to consider the annexation and the various requirements of Title 31, Article 12, C.R.S.;

WHEREAS the City Council, at its regular meeting on October 13, 2021, reviewed the Petitions and various documents submitted in support of the Petitions;

WHEREAS, the City Council has examined the record in this case and the various exhibits; has considered the request, the Comprehensive Plan, and the recommendations of the staff; and based upon the record which has been made concerning the request, has arrived at its decision; and

WHEREAS, it has been found and determined that the applicant has substantially complied with all the procedural requirements as provided in Title 31, Article 12, C.R.S., in connection with the Petitions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. The Petitions are hereby accepted and found to be in substantial compliance with the requirements of Title 31, Article 12, C.R.S.


Section 2. That a public hearing to consider the Petitions is scheduled for December 8, 2021, at 3:00 p.m., at the Council Chambers of the City of Black Hawk, which is located at 211 Church Street, Black Hawk, Colorado, 80422, to determine if the proposed annexations comply with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

Section 3. Any person living within the area proposed to be annexed, any landowner of lands thereof, any resident of the municipality to which the area is proposed to be annexed, any municipality located within one mile of the proposed annexation, or the Board of County Commissioners of Gilpin County, may appear at such hearing and present evidence upon any matter to be determined by the City Council.

RESOLVED AND PASSED this 13th day of October, 2021.


David D. Spellman, Mayor

ATTEST:


Melissa A. Greiner, CMC, City Clerk



PETITION FOR ANNEXATION

PETITION FOR ANNEXATION TO THE CITY OF BLACK HAWK, COLORADO

THE UNDERSIGNED, being a "Landowner" as defined in C.R.S. § 31-12-103(6), hereby Petitions the City of Black Hawk (the "City") for annexation for the following described property and further states:

1. The legal description of the land which Landowner requests to be annexed to the City is attached hereto as Exhibit A, hereinafter referred to as the "Property."
2. It is desirable and necessary that the Property be annexed to the City.
3. The requirements of Article II Section 30 of the Colorado Constitution have been met.
4. The following requirements of C.R.S. § 31-12-104 exist or have been met:
 - a. Not less than one-sixth ($1/6^{th}$) of the perimeter of the Property is contiguous with the City.
 - b. A community of interest exists between the Property and the City. The Property is urban or will be urbanized in the near future; and the Property is capable of being integrated into the City.
5. None of the limitations provided in C.R.S. § 31-12-105 are applicable and the requirements of that statute have been met because of the following:
 - a. The annexation of the Property will not result in the Property being divided into separate parts or parcels under identical ownership;
 - b. No land area within the Property is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate comprising 20 acres or more and having a valuation for assessment in excess of \$200,000 for ad valorem tax purposes has been included in the area of the Property to be annexed without the written consent of the landowners thereof;
 - c. No annexation proceedings have been commenced for annexation of any part of the Property by any other municipality;
 - d. The entire width of all streets and alleys to be included within the area annexed are included;
 - e. The annexation of the Property will not result in the detachment of area from any school district or the attachment of same to another school district;
 - f. Annexation by the City of the Property will not have the effect of, and will not result in, the denial of reasonable access to landowners, owners of an easement, or

owners of a franchise adjoining a platted street or alley which has been annexed by the City but is not bounded on both sides by the City.

6. The annexation of the Property will not have the effect of extending a boundary of the City more than three miles in any direction from any point of the municipal boundary in the past 12 months.
7. The Landowner comprises the owner in fee of 100 percent of the area of the Property, exclusive of public streets and alleys, and comprises 100 percent of the landowners of the Property. The legal description of the land owned by the signer of this petition is shown on **Exhibit A**.
8. The Landowner requests that the City approve the annexation of the Property.
9. This Petition is accompanied by four copies of an annexation boundary map in the form required by C.R.S. § 31-12-102(1)(d) and attached **Exhibit B**.
10. This instrument may be executed in one or more counterparts, all of which taken together shall constitute the same document.

LANDOWNER

Proximo Distillers, LLC, a Colorado Limited
Liability Company

By: Peter T. Macca
Peter T. Macca

Its: Operations Manager/Authorized Representative

Mailing Address:
200 S. Kalamath Street
Denver, CO 80223

STATE OF Colorado)
) s.s.
COUNTY OF Denver)

Subscribed and sworn to before me this 21 day of September, 2021, by Peter T. Macca.

Witness my hand and official seal.

My commission expires: 3-17-24



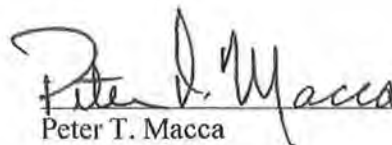
[Signature]
Notary Public

AFFIDAVIT OF CIRCULATOR IN SUPPORT OF PETITION

I, Peter T. Macca, being first duly sworn state as follows:

- a. I have circulated the Petition for Annexation to the City of Black Hawk set forth herein;
- b. I am the person whose name is subscribed to the foregoing Petition on behalf of the Landowner and am authorized to sign such document on the Landowner's behalf.
- c. My signature on the foregoing Petition is a true, genuine, and correct signature.

CIRCULATOR


Peter T. Macca

STATE OF Colorado)
COUNTY OF Denver) s.s.

Subscribed and sworn to before me this 21 day of September, 2021, by Peter T. Macca.

Witness my hand and official seal.

My commission expires: 3-17-24



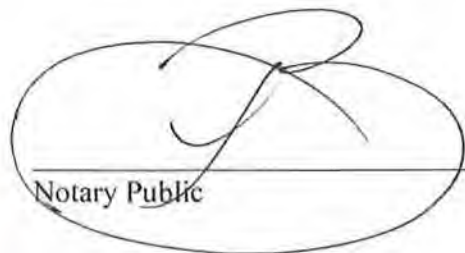

Notary Public

EXHIBIT A

Annexation Plat No. 9

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S $70^{\circ}40'20''$ E a distance of 5,087.72 feet to a point of intersection of the easterly Right-of-Way line of the Central City Parkway with line 4-1 of the Rickard Lode, US Mineral Survey No. 16283, being the Point of Beginning.

Thence along said Easterly Right-of-Way line the following 2 courses:

1. N $00^{\circ}00'00''$ E, a distance of 96.07 feet to a point of curvature;
2. 24.98 feet along the arc of a curve to the left, with a radius of 760.00 feet, a central angle of $01^{\circ}53'01''$, and whose chord bears N $00^{\circ}56'30''$ W, a chord distance of 24.98 feet to the point of intersection with line 4-3 of the Pine Tree Lode, Mineral Survey No. 5080;

Thence N $45^{\circ}54'58''$ E along said line 4-3 of said Pine Tree Lode, a distance of 92.12 feet to corner no. 3 of the said Pine Tree Lode;

Thence N $44^{\circ}01'46''$ W along line 3-2 of the said Pine Tree Lode, a distance of 125.48 feet to a point of non-tangent curvature being a point on said Easterly Right-of-Way line of the Central City Parkway;

Thence along said Easterly Right-of-Way line the following 3 courses:

1. 583.79 feet along the arc of a curve to the left, with a radius of 760.00 feet, a central angle of $44^{\circ}00'41''$, an arc distance of 583.79 feet and whose chord bears N $35^{\circ}39'01''$ W, a chord distance of 569.54 feet;
2. N $57^{\circ}39'21''$ W a distance of 123.98 feet to the point of intersection with line 1-4 of the Washingtons Day Lode, Mineral Survey No. 11885;
3. N $39^{\circ}23'17''$ E, along said line 1-4 of said Washingtons Day Lode a distance of 48.50 feet to a point on the Southerly edge of Lake Gulch Road, County Road 6;

Thence along the said Southerly and Westerly edges of Lake Gulch Road the following 49 courses:

1. S $66^{\circ}41'03''$ E, a distance of 4.28 feet;
2. S $66^{\circ}40'06''$ E, a distance of 26.08 feet;
3. S $61^{\circ}34'17''$ E, a distance of 31.12 feet;
4. S $57^{\circ}56'49''$ E, a distance of 28.94 feet;
5. S $54^{\circ}58'57''$ E, a distance of 28.22 feet;
6. S $58^{\circ}52'53''$ E, a distance of 26.50 feet;
7. S $62^{\circ}37'03''$ E, a distance of 31.29 feet;
8. S $68^{\circ}24'20''$ E, a distance of 28.25 feet;
9. S $67^{\circ}48'40''$ E, a distance of 31.66 feet;
10. S $69^{\circ}00'03''$ E, a distance of 30.35 feet;
11. S $69^{\circ}23'51''$ E, a distance of 31.56 feet;
12. S $69^{\circ}16'06''$ E, a distance of 30.63 feet;
13. S $69^{\circ}40'34''$ E, a distance of 29.91 feet;
14. S $70^{\circ}53'21''$ E, a distance of 28.78 feet;

15. S 73° 08' 35" E, a distance of 29.67 feet;
16. S 76° 41' 49" E, a distance of 30.74 feet;
17. S 81° 25' 50" E, a distance of 30.35 feet;
18. S 85° 47' 52" E, a distance of 29.04 feet;
19. S 85° 57' 08" E, a distance of 28.87 feet;
20. S 85° 10' 50" E, a distance of 29.07 feet;
21. S 84° 02' 37" E, a distance of 25.38 feet;
22. S 82° 55' 20" E, a distance of 27.67 feet;
23. S 83° 57' 02" E, a distance of 33.15 feet;
24. S 85° 25' 50" E, a distance of 33.93 feet;
25. S 87° 06' 51" E, a distance of 31.81 feet;
26. N 89° 52' 43" E, a distance of 27.21 feet;
27. S 85° 37' 54" E, a distance of 28.02 feet;
28. S 75° 08' 14" E, a distance of 29.40 feet;
29. S 53° 47' 50" E, a distance of 22.16 feet;
30. S 38° 37' 56" E, a distance of 27.41 feet;
31. S 18° 09' 05" E, a distance of 27.17 feet;
32. S 07° 44' 55" E, a distance of 29.96 feet;
33. S 04° 13' 02" E, a distance of 30.37 feet;
34. S 00° 41' 58" W, a distance of 17.64 feet;
35. S 00° 41' 58" W, a distance of 12.88 feet;
36. S 01° 13' 29" W, a distance of 32.59 feet;
37. S 00° 03' 20" E, a distance of 31.86 feet;
38. S 02° 47' 46" W, a distance of 27.09 feet;
39. S 06° 12' 17" W, a distance of 35.66 feet;

40. S 16° 17' 42" W, a distance of 33.64 feet;
41. S 24° 29' 21" W, a distance of 26.96 feet;
42. S 28° 41' 22" W, a distance of 43.15 feet;
43. S 34° 24' 43" W, a distance of 28.10 feet;
44. S 40° 01' 56" W, a distance of 28.32 feet;
45. S 43° 22' 45" W, a distance of 38.09 feet;
46. S 41° 40' 02" W, a distance of 36.10 feet;
47. S 37° 13' 45" W, a distance of 34.41 feet;
48. S 31° 34' 31" W, a distance of 34.81 feet;
49. S 26° 02' 44" W, a distance of 15.85 feet to the point of intersection with said line 4-1 of the Rickard Lode;

Thence S 67° 01' 09" W along said line 4-1 of said Rickard Lode, a distance of 222.82 feet to the Point of Beginning, containing 5.96 acres more or less.

LAKE GULCH WHISKEY RESORT
ANNEXATION NO. 9 TO THE CITY OF BLACK HAWK
A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GULPIN, STATE OF COLORADO
SHEET 1 OF 2

DRAFT



ABSTRACT The effect of the concentration of the monomer on the polymerization of methyl methacrylate (MMA) in the presence of benzoyl peroxide (BPO) as initiator was studied. The polymerization was carried out in benzene at 60°C. The results showed that the rate of polymerization increased with increasing the concentration of the monomer. The activation energy of the polymerization was calculated to be 50.2 kJ/mol. The effect of the concentration of the monomer on the molecular weight of the polymer was also studied. The results showed that the molecular weight of the polymer increased with increasing the concentration of the monomer. The effect of the concentration of the monomer on the polydispersity of the polymer was also studied. The results showed that the polydispersity of the polymer increased with increasing the concentration of the monomer.

The Social Scan™ (S) identifies a life search by its components of outcomes, barriers, or segments of needs that will affect any one life at risk.

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DATE OF ORDER: _____
 NAME OF COURT AND JUDGE: _____
 COUNTY CLERK'S OFFICE: _____
 COUNTY: _____ FILE NO.: _____
 DEPT. OF CORRECTIONS: _____
 PRISON NO.: _____
 INMATE NO.: _____
 RELEASE DATE: _____

DATE OF BIRTH OF CHILD OF ABOVE THE DEPENDENT
DO-ENTER DATE THAT S/he WAS ASSIGNED TO WORK ON
ASSIGNMENT HE PERFORMED AT THE CITY LOCATION OF WORK
CITY AND STATE OF ASSIGNMENT TO WORK ON
NAME OF PERSON TO WHOM ASSIGNED TO WORK ON
NAME OF PERSON TO WHOM ASSIGNED TO WORK ON

NAME OF PARTY: _____
 ADDRESS: _____
 CITY OF: _____
 STATE OF: _____
 COUNTY OF: _____
 DISTRICT OF: _____
 DATE OF: _____

PITT & SUTHERLAND

Keywords: child sexual abuse; disclosure; self-blame

KEY WORDS: aging; cognition; memory; personality

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ACKNOWLEDGMENTS

WILLSON, G. E. 1991.

CONVINO, G. M. 1993. The

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1998

His Consultants, Inc.
141 of 1177
Lakewood, Colorado
720-273-4040

LAKE GULCH WHISKEY RESORT
ANNEXATION NO. 9 TO THE CITY OF BLACK HAWK
A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO
SHEET 2 OF 2

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LAKE GULCH WHISKEY RESORT
ANNEXATION PLAT No. 9
CITY OF BLACK HAWK

His Consultants, Inc.
142 of 1177
Lakewood, Colorado
720-273-8940

PETITION FOR ANNEXATION

PETITION FOR ANNEXATION TO THE CITY OF BLACK HAWK, COLORADO

THE UNDERSIGNED, being a "Landowner" as defined in C.R.S. § 31-12-103(6), hereby Petitions the City of Black Hawk (the "City") for annexation for the following described property and further states:

1. The legal description of the land which Landowner requests to be annexed to the City is attached hereto as Exhibit A, hereinafter referred to as the "Property."
2. It is desirable and necessary that the Property be annexed to the City.
3. The requirements of Article II Section 30 of the Colorado Constitution have been met.
4. The following requirements of C.R.S. § 31-12-104 exist or have been met:
 - a. Not less than one-sixth ($1/6^{\text{th}}$) of the perimeter of the Property is contiguous with the City.
 - b. A community of interest exists between the Property and the City. The Property is urban or will be urbanized in the near future; and the Property is capable of being integrated into the City.
5. None of the limitations provided in C.R.S. § 31-12-105 are applicable and the requirements of that statute have been met because of the following:
 - a. The annexation of the Property will not result in the Property being divided into separate parts or parcels under identical ownership;
 - b. No land area within the Property is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate comprising 20 acres or more and having a valuation for assessment in excess of \$200,000 for ad valorem tax purposes has been included in the area of the Property to be annexed without the written consent of the landowners thereof;
 - c. No annexation proceedings have been commenced for annexation of any part of the Property by any other municipality;
 - d. The entire width of all streets and alleys to be included within the area annexed are included;
 - e. The annexation of the Property will not result in the detachment of area from any school district or the attachment of same to another school district;
 - f. Annexation by the City of the Property will not have the effect of, and will not result in, the denial of reasonable access to landowners, owners of an easement, or

owners of a franchise adjoining a platted street or alley which has been annexed by the City but is not bounded on both sides by the City.

6. The annexation of the Property will not have the effect of extending a boundary of the City more than three miles in any direction from any point of the municipal boundary in the past 12 months.
7. The Landowner comprises the owner in fee of 100 percent of the area of the Property, exclusive of public streets and alleys, and comprises 100 percent of the landowners of the Property. The legal description of the land owned by the signer of this petition is shown on **Exhibit A**.
8. The Landowner requests that the City approve the annexation of the Property.
9. This Petition is accompanied by four copies of an annexation boundary map in the form required by C.R.S. § 31-12-102(1)(d) and attached **Exhibit B**.
10. This instrument may be executed in one or more counterparts, all of which taken together shall constitute the same document.

LANDOWNER

Proximo Distillers, LLC, a Colorado Limited
Liability Company

By: Peter T. Macca
Peter T. Macca

Its: Operations Manager/Authorized Representative

Mailing Address:
200 S. Kalamath Street
Denver, CO 80223

STATE OF Colorado)
) s.s.
COUNTY OF Denver)

Subscribed and sworn to before me this 21 day of September, 2021, by Peter T. Macca.

Witness my hand and official seal.

My commission expires: 3-17-24



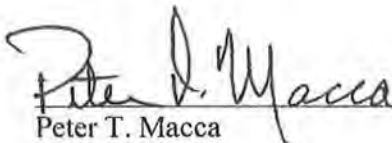
[Signature]
Notary Public

AFFIDAVIT OF CIRCULATOR IN SUPPORT OF PETITION

I, Peter T. Macca, being first duly sworn state as follows:

- a. I have circulated the Petition for Annexation to the City of Black Hawk set forth herein;
- b. I am the person whose name is subscribed to the foregoing Petition on behalf of the Landowner and am authorized to sign such document on the Landowner's behalf.
- c. My signature on the foregoing Petition is a true, genuine, and correct signature.

CIRCULATOR


Peter T. Macca

STATE OF Colorado)
COUNTY OF Denver) s.s.

Subscribed and sworn to before me this 21 day of September, 2021, by Peter T. Macca.

Witness my hand and official seal.

My commission expires: 3-17-24



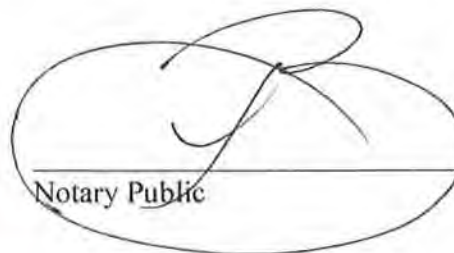

Notary Public

EXHIBIT A

Annexation Plat No. 10

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S $62^{\circ}11'51''$ E a distance of 1,552.51 feet to the point of intersection of the easterly right-of-way of the Central City Parkway with line 4-3 of the Success Lode, US Mineral Survey No. 5280, being the Point of Beginning.

Thence N $85^{\circ}47'47''$ E along said line 4-3 of said Success Lode a distance of 219.43 feet to the point of intersection with line 3-4 of the Meeker Lode, US Mineral Survey No. 769;

thence N $72^{\circ}25'55''$ E along said line 3-4 of said Meeker Lode a distance of 198.36 feet to corner No. 4 of said Meeker Lode;

thence S $08^{\circ}09'30''$ E along line 4-5 of said Meeker Lode a distance of 45.96 feet to the point of intersection with said line 4-3 of said Success Lode;

thence N $85^{\circ}47'47''$ E along said line 4-3 of said Success Lode a distance of 422.83 feet to corner No. 3 of said Success lode;

thence N $62^{\circ}22'36''$ E a distance of 991.81 feet to corner No. 4 of the Tariff Lode, US Mineral Survey No. 966;

thence N $47^{\circ}01'18''$ E along line 4-3 of said Tariff Lode a distance of 409.50 feet to the

southwesterly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of said Lake Gulch Road the following 48 courses:

1. S $44^{\circ}25'34''$ E a distance of 6.91 feet;
2. S $47^{\circ}16'09''$ E a distance of 32.68 feet;
3. S $44^{\circ}56'55''$ E a distance of 25.56 feet;
4. S $42^{\circ}17'50''$ E a distance of 25.12 feet;
5. S $41^{\circ}52'51''$ E a distance of 35.49 feet;
6. S $41^{\circ}29'04''$ E a distance of 32.24 feet;
7. S $41^{\circ}30'58''$ E a distance of 32.25 feet;
8. S $39^{\circ}40'26''$ E a distance of 30.55 feet;
9. S $43^{\circ}51'36''$ E a distance of 32.77 feet;
10. S $47^{\circ}25'27''$ E a distance of 31.87 feet;
11. S $47^{\circ}57'34''$ E a distance of 34.89 feet;
12. S $46^{\circ}02'34''$ E a distance of 24.23 feet;
13. S $38^{\circ}52'14''$ E a distance of 35.74 feet;
14. S $33^{\circ}48'48''$ E a distance of 25.62 feet;
15. S $29^{\circ}24'22''$ E a distance of 26.77 feet;
16. S $30^{\circ}56'40''$ E a distance of 26.10 feet;
17. S $37^{\circ}52'45''$ E a distance of 34.89 feet;
18. S $49^{\circ}29'24''$ E a distance of 30.84 feet;
19. S $59^{\circ}21'59''$ E a distance of 28.78 feet;
20. S $61^{\circ}44'13''$ E a distance of 33.99 feet;
21. S $61^{\circ}25'24''$ E a distance of 33.19 feet;
22. S $59^{\circ}58'24''$ E a distance of 27.27 feet;
23. S $51^{\circ}35'16''$ E a distance of 23.97 feet;
24. S $49^{\circ}06'25''$ E a distance of 25.35 feet;

25. S 45° 20' 47" E a distance of 26.75 feet;
 26. S 43° 58' 04" E a distance of 27.46 feet;
 27. S 42° 43' 23" E a distance of 29.05 feet;
 28. S 37° 44' 53" E a distance of 27.18 feet;
 29. S 34° 08' 31" E a distance of 30.52 feet;
 30. S 38° 01' 46" E a distance of 27.43 feet;
 31. S 42° 12' 45" E a distance of 28.59 feet;
 32. S 43° 31' 15" E a distance of 28.69 feet;
 33. S 45° 09' 35" E a distance of 28.28 feet;
 34. S 47° 37' 34" E a distance of 28.86 feet;
 35. S 48° 21' 34" E a distance of 29.28 feet;
 36. S 49° 32' 52" E a distance of 31.07 feet;
 37. S 51° 12' 12" E a distance of 31.14 feet;
 38. S 52° 37' 45" E a distance of 28.67 feet;
 39. S 53° 43' 00" E a distance of 34.13 feet;
 40. S 53° 50' 43" E a distance of 24.95 feet;
 41. S 50° 23' 24" E a distance of 25.21 feet;
 42. S 48° 28' 12" E a distance of 25.02 feet;
 43. S 48° 28' 12" E a distance of 2.56 feet;
 44. S 48° 55' 48" E a distance of 30.51 feet;
 45. S 51° 44' 53" E a distance of 29.94 feet;
 46. S 56° 10' 53" E a distance of 33.17 feet;
 47. S 62° 17' 04" E a distance of 33.06 feet;
 48. S 66° 41' 03" E a distance of 22.40 feet to
 the point of intersection with line 4-1 of the
 Washingtons Day Lode, US Mineral Survey No.
 11885;

thence S 39° 23' 17" W along said line 4-1 of
 said Washingtons Day Lode a distance of 48.50
 feet to the point of intersection with the

northerly right-of-way line of the Central City
 Parkway;

thence N 57° 39' 21" W along said northerly
 right-of-way line a distance of 507.58 feet to
 the beginning of a curve concave to the south
 having a central angle of 07° 27' 51", having a
 radius of 760.00 feet, an arc distance of 99.01
 feet to the point of intersection with line 3-2 of
 the Justice Lode US Mineral Survey No. 394;

thence N 41° 55' 05" E along said line 3-2 of said
 Justice Lode a distance of 81.00 feet to corner
 No. 2 of said Justice Lode;

thence N 47° 50' 35" W along line 2-1 of said
 Justice Lode a distance of 100.27 feet to corner
 No. 1 of said Justice Lode;

thence S 41° 56' 29" W along line 1-4 of said
 Justice Lode a distance of 120.12 feet to the
 point of intersection with the said northerly
 right-of-way line of said Central City Parkway;

thence along said northerly right-of-way line
 along a non-tangent curve being concave to the
 south having a central angle of 33° 40' 01", a
 radius of 760.00 feet, an arc distance of 446.57
 feet, a chord bearing of S 89° 58' 01" W and a
 chord distance of 439.34 feet;

thence S 73° 06' 01" W continuing along said
 northerly right-of-way a distance of 1305.67
 feet to the beginning of a curve being concave
 to the north having a central angle of 63° 50'
 42", having a radius of 650.00 feet, to the point
 of intersection with said line 4-3 of the Success
 Lode, US Mineral Survey No. 5280, the Point of
 Beginning, containing 17.24 acres, more or less.

LAKE GULCH WHISKEY RESORT
ANNEXATION NO. 10 TO THE CITY OF BLACK HAWK
A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO
SHEET 1 OF 2

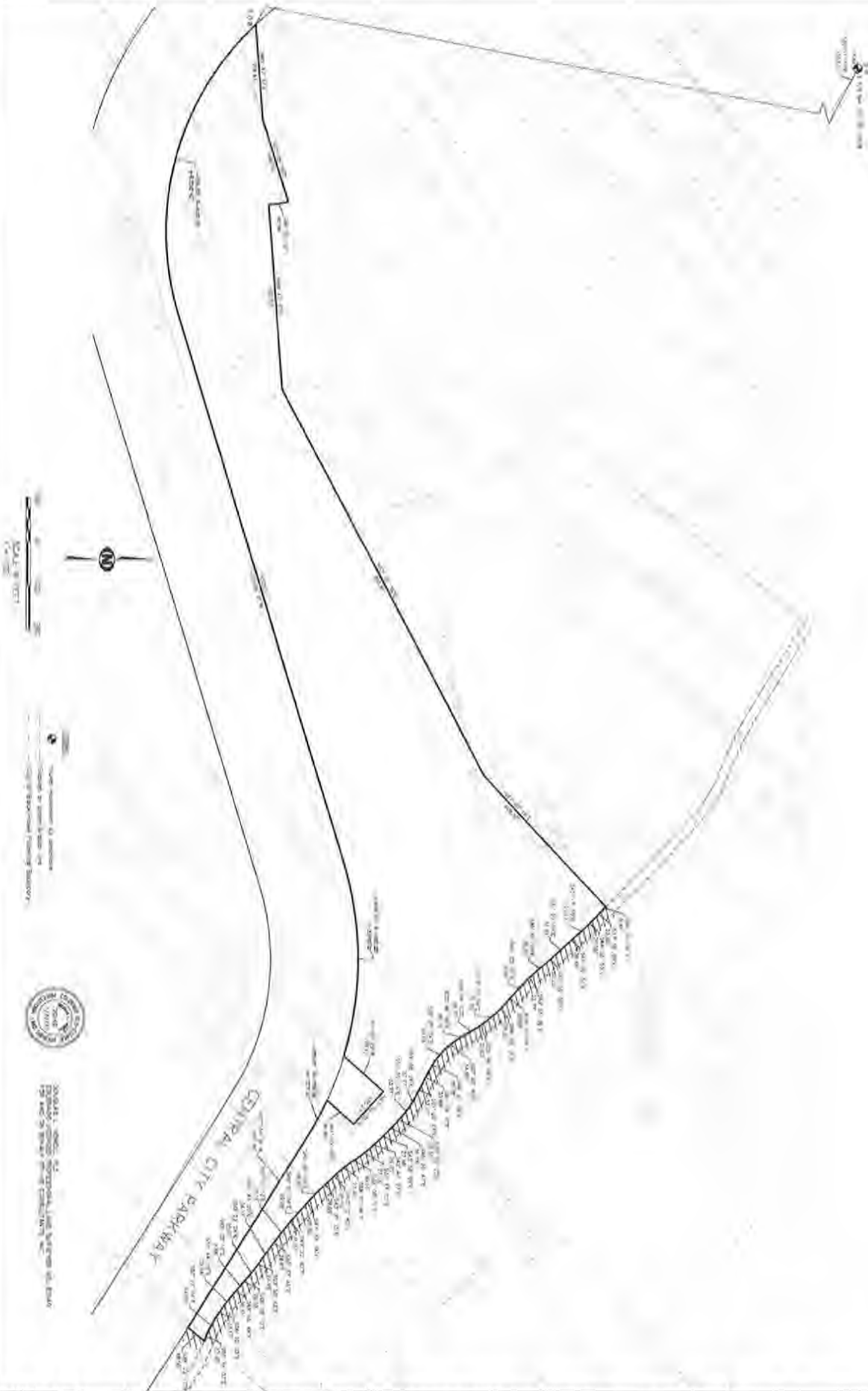
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 (4) REMARKS 100-443887-100
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 (80) INITIALS 100-443887-100
 (81) DATE 12/15/83 TIME 10:00 BY 100-443887-100
 (82) TO 100-443887-100 FROM 100-443887-100
 (83) SUBJECT 100-443887-100

His Consultants, Inc.
148 of 1177
Lakewood, Colorado
720-373-9940

EXHIBIT B

LAKE GULCH WHISKEY RESORT
ANNEXATION NO. 10 TO THE CITY OF BLACK HAWK
A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO
SHEET 2 OF 2



LAKE GULCH WHISKEY RESORT
ANNEXATION PLAT No. 10
CITY OF BLACK HAWK

His Consultants, Inc.
149 of 1177
Lakewood, Colorado
720-273-8940

DATE	BY	REVISION
10/1/00	WHL	1.00
10/1/00	WHL	1.01
10/1/00	WHL	1.02
10/1/00	WHL	1.03
10/1/00	WHL	1.04
10/1/00	WHL	1.05
10/1/00	WHL	1.06
10/1/00	WHL	1.07
10/1/00	WHL	1.08
10/1/00	WHL	1.09
10/1/00	WHL	1.10

PETITION FOR ANNEXATION

PETITION FOR ANNEXATION TO THE CITY OF BLACK HAWK, COLORADO

THE UNDERSIGNED, being a "Landowner" as defined in C.R.S. § 31-12-103(6), hereby Petitions the City of Black Hawk (the "City") for annexation for the following described property and further states:

1. The legal description of the land which Landowner requests to be annexed to the City is attached hereto as Exhibit A, hereinafter referred to as the "Property."
2. It is desirable and necessary that the Property be annexed to the City.
3. The requirements of Article II Section 30 of the Colorado Constitution have been met.
4. The following requirements of C.R.S. § 31-12-104 exist or have been met:
 - a. Not less than one-sixth ($1/6^{\text{th}}$) of the perimeter of the Property is contiguous with the City.
 - b. A community of interest exists between the Property and the City. The Property is urban or will be urbanized in the near future; and the Property is capable of being integrated into the City.
5. None of the limitations provided in C.R.S. § 31-12-105 are applicable and the requirements of that statute have been met because of the following:
 - a. The annexation of the Property will not result in the Property being divided into separate parts or parcels under identical ownership;
 - b. No land area within the Property is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate comprising 20 acres or more and having a valuation for assessment in excess of \$200,000 for ad valorem tax purposes has been included in the area of the Property to be annexed without the written consent of the landowners thereof;
 - c. No annexation proceedings have been commenced for annexation of any part of the Property by any other municipality;
 - d. The entire width of all streets and alleys to be included within the area annexed are included;
 - e. The annexation of the Property will not result in the detachment of area from any school district or the attachment of same to another school district;
 - f. Annexation by the City of the Property will not have the effect of, and will not result in, the denial of reasonable access to landowners, owners of an easement, or

owners of a franchise adjoining a platted street or alley which has been annexed by the City but is not bounded on both sides by the City.

6. The annexation of the Property will not have the effect of extending a boundary of the City more than three miles in any direction from any point of the municipal boundary in the past 12 months.
7. The Landowner comprises the owner in fee of 100 percent of the area of the Property, exclusive of public streets and alleys, and comprises 100 percent of the landowners of the Property. The legal description of the land owned by the signer of this petition is shown on **Exhibit A**.
8. The Landowner requests that the City approve the annexation of the Property.
9. This Petition is accompanied by four copies of an annexation boundary map in the form required by C.R.S. § 31-12-102(1)(d) and attached **Exhibit B**.
10. This instrument may be executed in one or more counterparts, all of which taken together shall constitute the same document.

LANDOWNER

Proximo Distillers, LLC, a Colorado Limited Liability Company

By: Peter T. Macca
Peter T. Macca

Its: Operations Manager/Authorized Representative

Mailing Address:
200 S. Kalamath Street
Denver, CO 80223

STATE OF Colorado)
) s.s.
COUNTY OF Denver)

Subscribed and sworn to before me this 21 day of September, 2021, by Peter T. Macca.

Witness my hand and official seal.

My commission expires: 3-17-24



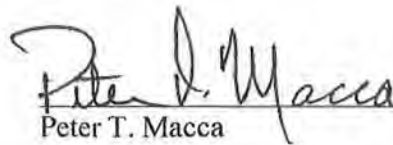
[Signature]
Notary Public

AFFIDAVIT OF CIRCULATOR IN SUPPORT OF PETITION

I, Peter T. Macca, being first duly sworn state as follows:

- a. I have circulated the Petition for Annexation to the City of Black Hawk set forth herein;
- b. I am the person whose name is subscribed to the foregoing Petition on behalf of the Landowner and am authorized to sign such document on the Landowner's behalf.
- c. My signature on the foregoing Petition is a true, genuine, and correct signature.

CIRCULATOR


Peter T. Macca

STATE OF Colorado)
COUNTY OF Denver) s.s.

Subscribed and sworn to before me this 21 day of September, 2021, by Peter T. Macca.

Witness my hand and official seal.

My commission expires: 3-17-24



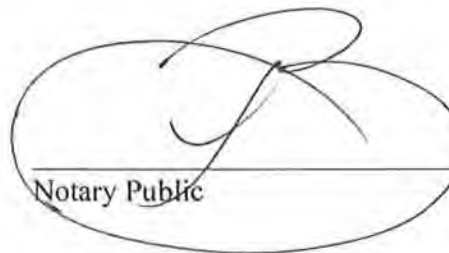

Notary Public

EXHIBIT A

Annexation Plat No. 11

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $72^{\circ}51'36''$ E a distance of 2,275.62 feet to corner No. 1 of the Caledonia Lode, US Mineral Survey No. 519, being the Point of Beginning.

Thence N $49^{\circ}29'47''$ E along line 1-2 of said Caledonia Lode a distance of 318.07 feet to the point of intersection with the southwesterly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of Lake Gulch Road the following 10 courses:

1. S $28^{\circ}29'34''$ E a distance of 21.80 feet;
2. S $29^{\circ}02'31''$ E a distance of 38.14 feet;
3. S $30^{\circ}53'34''$ E a distance of 34.55 feet;
4. S $32^{\circ}21'41''$ E a distance of 29.64 feet;
5. S $34^{\circ}37'33''$ E a distance of 34.03 feet;
6. S $38^{\circ}27'56''$ E a distance of 36.03 feet;
7. S $44^{\circ}59'11''$ E a distance of 33.97 feet;
8. S $48^{\circ}19'15''$ E a distance of 30.25 feet;
9. S $48^{\circ}45'27''$ E a distance of 32.27 feet;

10. S $50^{\circ}32'17''$ E a distance of 30.35 feet to the point of intersection with line 1-2 of the Clay County Lode, US Mineral Survey No. 329B;

thence S $50^{\circ}08'44''$ W along said line 1-2 of said Clay County Lode a distance of 159.20 feet to corner No. 2 of said Clay County Lode;

thence S $58^{\circ}08'12''$ E along line 2-3 of said Clay County Lode a distance of 188.25 feet to the point of intersection with line 2-1 of the Clay County Lode, US Mineral Survey No. 329A;

thence S $37^{\circ}28'00''$ W along said line 2-1 of said Clay County Lode a distance of 623.18 feet to corner No. 1 of said Clay County Lode, US Mineral Survey No. 329A;

thence S $52^{\circ}39'32''$ E along line 1-4 of said Clay County Lode a distance of 151.05 feet to corner No. 4 of said Clay County Lode;

thence N $37^{\circ}26'41''$ E along line 4-3 of said Clay County Lode a distance of 389.56 feet to corner No. 4 of the East Clay County Lode, US Mineral Survey No. 18776;

thence N $89^{\circ}56'08''$ E along line 4-3 of said East Clay County Lode and its extension thereof a distance of 190.48 feet to the point of intersection with line 6-5 of the Blow Out Lode, US Mineral Survey No. 18776;

thence S $36^{\circ}04'17''$ W along said line 6-5 of said Blow Out Lode a distance of 20.54 feet to corner No. 5 of said Blow Out Lode;

thence S $89^{\circ}57'28''$ E along line 5-4 of said Blow Out Lode a distance of 184.33 feet to corner No. 4 of said Blow Out Lode;

thence N $36^{\circ}08'54''$ E along line 4-3 of said Blow Out Lode a distance of 103.56 feet to corner No. 4 of the Great Britian Lode, US Mineral Survey No. 18776;

thence S 89° 57' 40" E along line 4-5 of said Great Britain Lode a distance of 186.34 feet to corner No. 5 of said Great Britain Lode;

thence N 36° 07' 10" E along line 5-6 of said Great Britain Lode a distance of 1.36 feet to the point of intersection with said southwesterly edge of Lake Gulch Road, County Road 6;

thence S 46° 05' 49" E along said southwesterly edge of Lake Gulch Road a distance of 12.22 feet;

thence S 47° 24' 34" E along said southwesterly edge of Lake Gulch Road a distance of 33.36 feet;

thence S 46° 33' 23" E along said southwesterly edge of Lake Gulch Road a distance of 8.79 feet to the point of intersection with line 2-1 of the Tariff Lode, US Mineral Survey No. 966;

thence S 47° 00' 48" W along said line 2-1 of said Tariff Lode a distance of 403.36 feet to corner No. 1 of said Tariff Lode;

thence S 42° 58' 42" E along line 1-4 of said Tariff Lode a distance of 149.74 feet to corner No. 4 of said Tariff Lode;

thence S 62° 22' 36" W a distance of 991.81 feet to corner No. 3 of the Success Lode, US Mineral Survey No. 5280;

thence N 04° 16' 10" W along line 3-2 of said Success Lode a distance of 150.04 feet to corner No. 2 of said Success Lode;

thence S 85° 49' 05" W along line 2-1 of said Success Lode a distance of 476.25 feet;

thence N 46° 11' 59" E a distance of 716.62 feet to corner No. 3 of the Pittsburg Ext. Lode, US Mineral Survey No. 7069;

thence N 00° 25' 37" W along line 3-2 of said Pittsburg Ext. Lode a distance of 150.29 feet to corner No. 2 of said Pittsburg Ext. Lode;

thence S 89° 18' 06" W along line 2-1 of said Pittsburg Ext. Lode a distance of 499.53 feet to the point of intersection with line 3-4 of the Caledonia No. 2 Lode, US Mineral Survey No. 520;

thence N 48° 54' 18" E along said line 3-4 of said Caledonia No. 2 Lode a distance of 705.54 feet to corner No. 4 of said Caledonia Lode, US Mineral Survey No. 519;

thence N 40° 18' 18" W along line 4-1 of said Caledonia Lode a distance of 150.08 feet to the Point of Beginning, containing 20.37 Acres, more or less.

EXHIBIT B

LAKE GULCH WHISKEY RESORT ANNEXATION NO. 11 TO THE CITY OF BLACK HAWK A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M., COUNTY OF GULPIN, STATE OF COLORADO SHEET 1 OF 2

BEFORE ME, the undersigned authority, on this _____ day of _____, 2007, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing plat, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2007.

Notary Public in and for the State of Colorado

My commission expires on _____, 2008.

DRAFT



ANNUAL REPORT
I, _____, Mayor of the City of Black Hawk, Colorado, do hereby certify that the foregoing plat is a true and correct copy of the original plat on file in the City Clerk's Office, and that the same has been duly recorded in the County Clerk's Office.

WITNESSED my hand and seal of office this _____ day of _____, 2007.

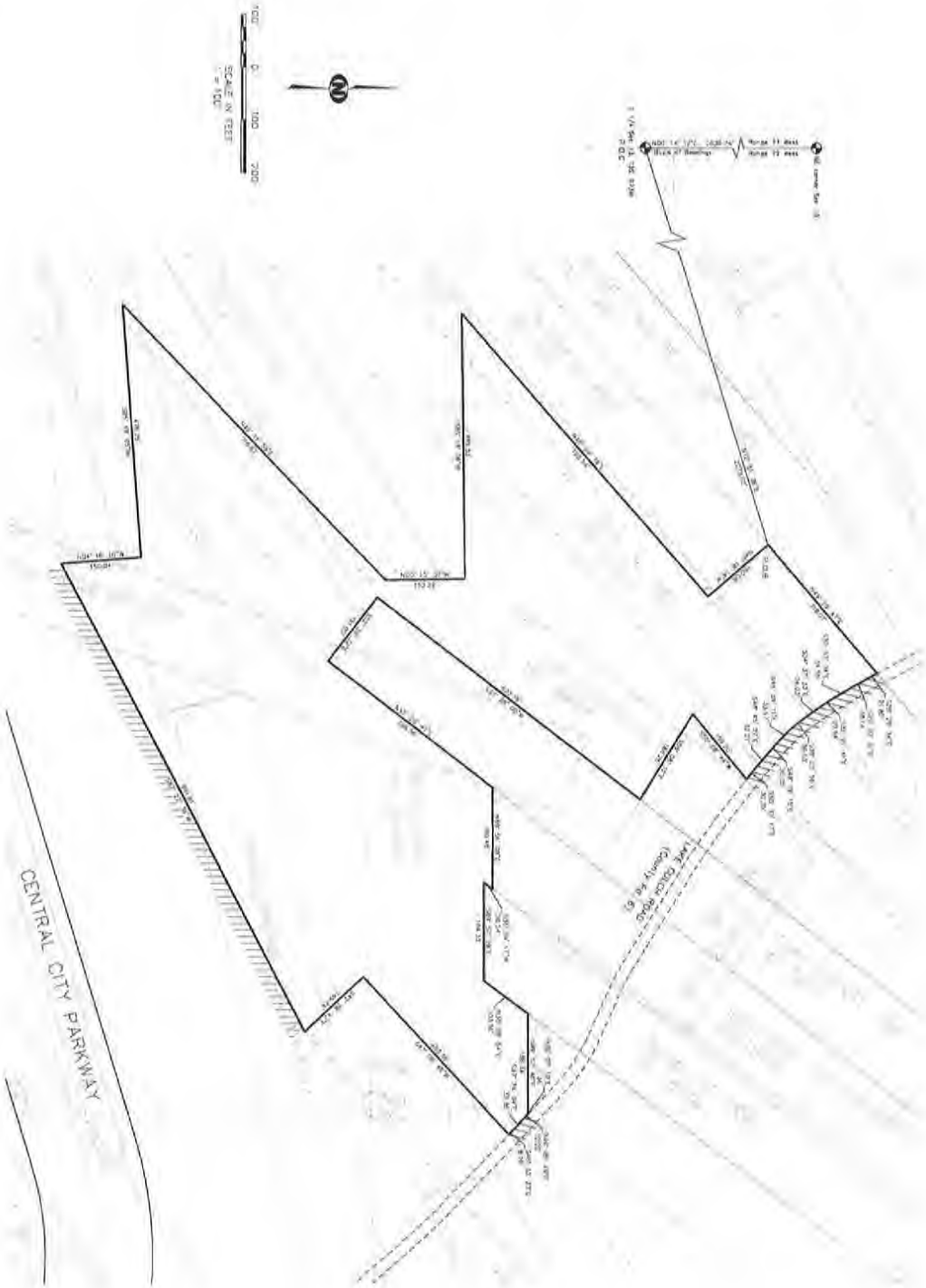
City Clerk

Notary Public in and for the State of Colorado

My commission expires on _____, 2008.

EXHIBIT B

LAKE GULCH WHISKEY RESORT
ANNEXATION NO. 11 TO THE CITY OF BLACK HAWK
A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO
SHEET 2 OF 2



LEGEND
Total (required) to develop
Section or other kind of line
City of Black Hawk Founding Boundary



TO BE A PART OF THE
ANNEXATION NO. 11 TO THE
CITY OF BLACK HAWK, LAND SURVEY NO. 1014
FOR AND ON BEHALF OF HIS CONSULTANTS, INC.

LAKE GULCH WHISKEY RESORT
ANNEXATION PLAT No. 11
CITY OF BLACK HAWK

His Consultants, Inc.
156 of 1177
Lakewood, Colorado
720-273-0940

DATE: 10/1/2010

DATE	10/1/2010
BY	10/1/2010
FOR	10/1/2010
BY	10/1/2010
FOR	10/1/2010

DATE	10/1/2010
BY	10/1/2010
FOR	10/1/2010
BY	10/1/2010
FOR	10/1/2010

PETITION FOR ANNEXATION

PETITION FOR ANNEXATION TO THE CITY OF BLACK HAWK, COLORADO

THE UNDERSIGNED, being a "Landowner" as defined in C.R.S. § 31-12-103(6), hereby Petitions the City of Black Hawk (the "City") for annexation for the following described property and further states:

1. The legal description of the land which Landowner requests to be annexed to the City is attached hereto as Exhibit A, hereinafter referred to as the "Property."
2. It is desirable and necessary that the Property be annexed to the City.
3. The requirements of Article II Section 30 of the Colorado Constitution have been met.
4. The following requirements of C.R.S. § 31-12-104 exist or have been met:
 - a. Not less than one-sixth ($1/6^{\text{th}}$) of the perimeter of the Property is contiguous with the City.
 - b. A community of interest exists between the Property and the City. The Property is urban or will be urbanized in the near future; and the Property is capable of being integrated into the City.
5. None of the limitations provided in C.R.S. § 31-12-105 are applicable and the requirements of that statute have been met because of the following:
 - a. The annexation of the Property will not result in the Property being divided into separate parts or parcels under identical ownership;
 - b. No land area within the Property is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate comprising 20 acres or more and having a valuation for assessment in excess of \$200,000 for ad valorem tax purposes has been included in the area of the Property to be annexed without the written consent of the landowners thereof;
 - c. No annexation proceedings have been commenced for annexation of any part of the Property by any other municipality;
 - d. The entire width of all streets and alleys to be included within the area annexed are included;
 - e. The annexation of the Property will not result in the detachment of area from any school district or the attachment of same to another school district;
 - f. Annexation by the City of the Property will not have the effect of, and will not result in, the denial of reasonable access to landowners, owners of an easement, or

owners of a franchise adjoining a platted street or alley which has been annexed by the City but is not bounded on both sides by the City.

6. The annexation of the Property will not have the effect of extending a boundary of the City more than three miles in any direction from any point of the municipal boundary in the past 12 months.
7. The Landowner comprises the owner in fee of 100 percent of the area of the Property, exclusive of public streets and alleys, and comprises 100 percent of the landowners of the Property. The legal description of the land owned by the signer of this petition is shown on **Exhibit A**.
8. The Landowner requests that the City approve the annexation of the Property.
9. This Petition is accompanied by four copies of an annexation boundary map in the form required by C.R.S. § 31-12-102(1)(d) and attached **Exhibit B**.
10. This instrument may be executed in one or more counterparts, all of which taken together shall constitute the same document.

LANDOWNER

Proximo Distillers, LLC, a Colorado Limited Liability Company

By: Peter T. Macca
Peter T. Macca

Its: Operations Manager/Authorized Representative

Mailing Address:
200 S. Kalamath Street
Denver, CO 80223

STATE OF Colorado)
COUNTY OF Denver) s.s.

Subscribed and sworn to before me this 21 day of September, 2021, by Peter T. Macca.

Witness my hand and official seal.

My commission expires: 3-17-24



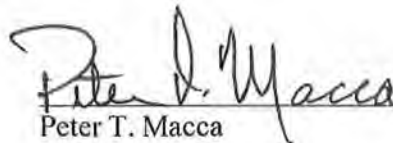
[Signature]
Notary Public

AFFIDAVIT OF CIRCULATOR IN SUPPORT OF PETITION

I, Peter T. Macca, being first duly sworn state as follows:

- a. I have circulated the Petition for Annexation to the City of Black Hawk set forth herein;
- b. I am the person whose name is subscribed to the foregoing Petition on behalf of the Landowner and am authorized to sign such document on the Landowner's behalf.
- c. My signature on the foregoing Petition is a true, genuine, and correct signature.

CIRCULATOR


Peter T. Macca

STATE OF Colorado)
COUNTY OF Denver) s.s.

Subscribed and sworn to before me this 21 day of September, 2021, by Peter T. Macca.

Witness my hand and official seal.

My commission expires: 3-17-24



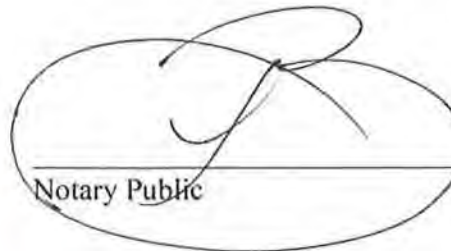

Notary Public

EXHIBIT A

Annexation Plat No. 12

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 69° 53' 37" E a distance of 1,225.66 feet to the point of intersection of line 3-4 of the Caledonia Lode No. 2, US Mineral Survey No. 520 with the northeasterly right-of-line of the Central City Parkway, being the Point of Beginning.

Thence N 48° 54' 04" E along said line 3-4 of said Caledonia No. 2 Lode a distance of 549.87 feet to the point of intersection with line 4-3 of the Pittsburg Ext. Lode, US Mineral Survey No. 7069;

thence N 89° 18' 45" E along said line 3-4 of said Pittsburg Ext. Lode a distance of 675.26 feet to corner No. 3 of said Pittsburg Ext. Lode;

thence S 46° 11' 59" W a distance of 716.62 feet to the point of intersection with line 2-1 of the Success Lode, US Mineral Survey No. 5280;

thence S 85° 49' 05" W along said line 2-1 of said Success Lode a distance of 459.86 feet of the point of intersection with said northeasterly right-of-line of the Central City Parkway;

thence N 35° 24' 20" W along said northeasterly right-of-line of the Central City Parkway a distance of 196.28 feet to the Point of Beginning, containing 7.66 Acres, more or less.

LAKE GULCH WHISKEY RESORT
ANNEXATION NO. 12 TO THE CITY OF BLACK HAWK
A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GULPIN, STATE OF COLORADO
SHEET 2 OF 2



DOUGLAS L. HOWELL, PLS
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 20140
FOR AND ON BEHALF OF HIS CONSULTANTS, INC.

DATE	REVISIONS

LAKE GULCH WHISKEY RESORT
ANNEXATION PLAT No. 12
CITY OF BLACK HAWK

His Consultants, Inc.
162 of 1177
Lakewood, Colorado
720-273-9940

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**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

Resolution No. 69-2021

TITLE: A RESOLUTION ACCEPTING THE PETITION FOR ANNEXATION AND ESTABLISHING DECEMBER 8, 2021, AS THE DATE OF PUBLIC HEARING ON THE REQUESTED ANNEXATION OF A PARCEL OF UNINCORPORATED TERRITORY LOCATED IN THE COUNTY OF GILPIN (LAKE GULCH WHISKEY RESORT ANNEXATION NO. 13)

WHEREAS, the owner of unincorporated territory, comprising more than fifty percent (50%) of the area proposed for annexation pursuant to C.R.S. § 31-12-107, has filed a petition for annexation of a certain unincorporated property to the City (the "Petition"), which territory is more particularly described in Exhibit A;

WHEREAS, C.R.S. § 31-12-108 requires that the City accept the Petition and establish a date, time and place that the City Council will hold a public hearing to consider the annexation and the various requirements of Title 31, Article 12, C.R.S.;

WHEREAS the City Council, at its regular meeting on October 13, 2021, reviewed the Petition and various documents submitted in support of the Petition;

WHEREAS, the City Council has examined the record in this case and the various exhibits; has considered the request, the Comprehensive Plan, and the recommendations of the staff; and based upon the record which has been made concerning the request, has arrived at its decision; and

WHEREAS, it has been found and determined that the applicant has substantially complied with all the procedural requirements as provided in Title 31, Article 12, C.R.S., in connection with the Petition.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. The Petition is hereby accepted and found to be in substantial compliance with the requirements of Title 31, Article 12, C.R.S.

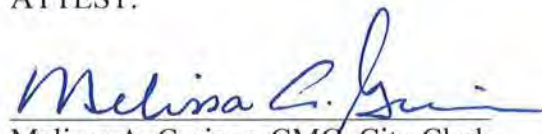
Section 2. That a public hearing to consider the Petition is scheduled for December 8, 2021, at 3:00 p.m., at the Council Chambers of the City of Black Hawk, which is located at 211 Church Street, Black Hawk, Colorado, 80422, to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

Section 3. Any person living within the area proposed to be annexed, any landowner of lands thereof, any resident of the municipality to which the area is proposed to be annexed, any municipality located within one mile of the proposed annexation, or the Board of County Commissioners of Gilpin County, may appear at such hearing and present evidence upon any matter to be determined by the City Council.

RESOLVED AND PASSED this 13th day of October, 2021.


David D. Spellman, Mayor

ATTEST:


Melissa A. Greiner, CMC, City Clerk



PETITION FOR ANNEXATION

PETITION FOR ANNEXATION TO THE CITY OF BLACK HAWK, COLORADO

THE UNDERSIGNED, being a "Landowner" as defined in C.R.S. § 31-12-103(6), hereby Petitions the City of Black Hawk (the "City") for annexation for the following described property and further states:

1. The legal description of the land which Landowner requests to be annexed to the City is attached hereto as Exhibit A, hereinafter referred to as the "Property."
2. It is desirable and necessary that the Property be annexed to the City.
3. The requirements of Article II Section 30 of the Colorado Constitution have been met.
4. The following requirements of C.R.S. § 31-12-104 exist or have been met:
 - a. Not less than one-sixth ($1/6^{th}$) of the perimeter of the Property is contiguous with the City.
 - b. A community of interest exists between the Property and the City. The Property is urban or will be urbanized in the near future; and the Property is capable of being integrated into the City.
5. None of the limitations provided in C.R.S. § 31-12-105 are applicable and the requirements of that statute have been met because of the following:
 - a. The annexation of the Property will not result in the Property being divided into separate parts or parcels under identical ownership;
 - b. No land area within the Property is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate comprising 20 acres or more and having a valuation for assessment in excess of \$200,000 for ad valorem tax purposes has been included in the area of the Property to be annexed without the written consent of the landowners thereof;
 - c. No annexation proceedings have been commenced for annexation of any part of the Property by any other municipality;
 - d. The entire width of all streets and alleys to be included within the area annexed are included;
 - e. The annexation of the Property will not result in the detachment of area from any school district or the attachment of same to another school district;
 - f. Annexation by the City of the Property will not have the effect of, and will not result in, the denial of reasonable access to landowners, owners of an easement, or

owners of a franchise adjoining a platted street or alley which has been annexed by the City but is not bounded on both sides by the City.

6. The annexation of the Property will not have the effect of extending a boundary of the City more than three miles in any direction from any point of the municipal boundary in the past 12 months.
7. The Landowner comprises the owner in fee of 100 percent of the area of the Property, exclusive of public streets and alleys, and comprises 100 percent of the landowners of the Property. The legal description of the land owned by the signer of this petition is shown on **Exhibit A**.
8. The Landowner requests that the City approve the annexation of the Property.
9. This Petition is accompanied by four copies of an annexation boundary map in the form required by C.R.S. § 31-12-102(1)(d) and attached **Exhibit B**.
10. This instrument may be executed in one or more counterparts, all of which taken together shall constitute the same document.

LANDOWNER

Proximo Distillers, LLC, a Colorado Limited
Liability Company

By: Peter T. Macca

Peter T. Macca

Its: Operations Manager/Authorized Representative

Mailing Address:

200 S. Kalamath Street
Denver, CO 80223

STATE OF Colorado)
) s.s.
COUNTY OF Denver)

Subscribed and sworn to before me this 21 day of September, 2021, by Peter T. Macca.

Witness my hand and official seal.

My commission expires: 3-17-24




[Signature]
Notary Public

AFFIDAVIT OF CIRCULATOR IN SUPPORT OF PETITION

I, Peter T. Macca, being first duly sworn state as follows:

- a. I have circulated the Petition for Annexation to the City of Black Hawk set forth herein;
- b. I am the person whose name is subscribed to the foregoing Petition on behalf of the Landowner and am authorized to sign such document on the Landowner's behalf.
- c. My signature on the foregoing Petition is a true, genuine, and correct signature.

CIRCULATOR


Peter T. Macca

STATE OF Colorado)
COUNTY OF Denver) s.s.

Subscribed and sworn to before me this 21 day of September, 2021, by Peter T. Macca.

Witness my hand and official seal.

My commission expires: 3-17-24



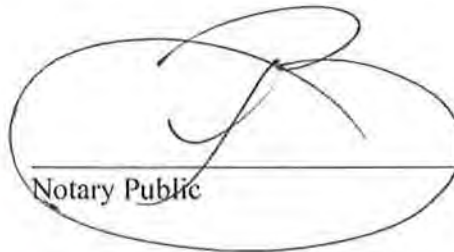

Notary Public

EXHIBIT A

Annexation Plat No. 13

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC 512 S13 1980", bears N 00° 14' 12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 87° 12' 22" E a distance of 4,688.84 feet to corner No. 3 of the Washingtons Day Lode, US Mineral Survey No. 11885, being the Point of Beginning.

thence along said line 3-4 of the said Washingtons Day Lode S 45° 12' 88" E a distance of 150.58 feet to corner No. 4 of said Washingtons Day Lode;

thence along line 4-1 of said Washingtons Day Lode S 39° 23' 17" W a distance of 633.47 feet to the point of intersection with the northeasterly edge of Lake Gulch Road, County Road 6;

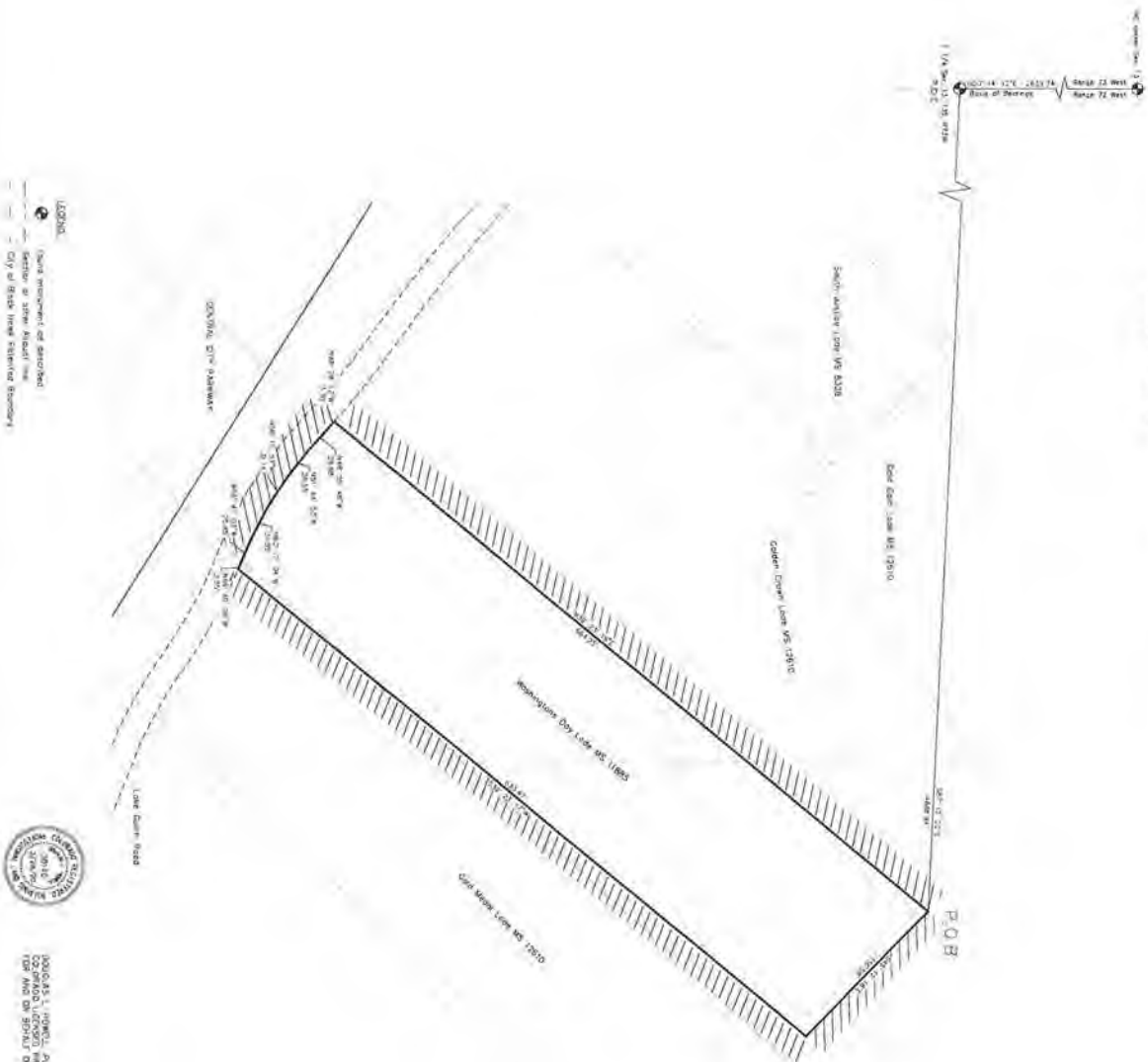
Thence along said northeasterly edge of Lake Gulch Road the following 7 courses:

1. N 66° 40' 06" W a distance of 2.05 feet;
2. N 66° 41' 03" W a distance of 25.85 feet;
3. N 62° 17' 04" W a distance of 31.05 feet;
4. N 56° 10' 53" W a distance of 31.14 feet;
5. N 51° 44' 53" W a distance of 28.55 feet;
6. N 48° 55' 48" W a distance of 29.88 feet;
7. N 48° 28' 12" W a distance of 3.30 feet to the point of intersection with line 2-3 of said Washingtons Day Lode;

thence N 39° 23' 18" E along said line 2-3 of said Washingtons Day lode a distance of 664.25 feet to the Point of Beginning, containing 2.25 acres more or less.

EXHIBIT B

LAKE GULCH WHISKEY RESORT
ANNEXATION NO. 13 TO THE CITY OF BLACK HAWK
A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO
SHEET 2 OF 2



JAMES A. L. HUNTER, A.S.
LAND SURVEYOR, COLORADO
1700 AND 2014
1700 AND 2014

LAKE GULCH WHISKEY RESORT
ANNEXATION PLAT No. 13
CITY OF BLACK HAWK

His Consultants, Inc.

Lakewood, Colorado
720-273-0940

170 of 1177

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**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

Resolution No. 70-2021

TITLE: A RESOLUTION ACCEPTING THE PETITION FOR ANNEXATION AND ESTABLISHING DECEMBER 8, 2021, AS THE DATE OF PUBLIC HEARING ON THE REQUESTED ANNEXATION OF A PARCEL OF UNINCORPORATED TERRITORY LOCATED IN THE COUNTY OF GILPIN (LAKE GULCH WHISKEY RESORT ANNEXATION NO. 14)

WHEREAS, the owner of unincorporated territory, comprising more than fifty percent (50%) of the area proposed for annexation pursuant to C.R.S. § 31-12-107, has filed a petition for annexation of a certain unincorporated property to the City (the "Petition"), which territory is more particularly described in Exhibit A;

WHEREAS, C.R.S. § 31-12-108 requires that the City accept the Petition and establish a date, time, and place that the City Council will hold a public hearing to consider the annexation and the various requirements of Title 31, Article 12, C.R.S.;

WHEREAS the City Council, at its regular meeting on October 13, 2021, reviewed the Petition and various documents submitted in support of the Petition;

WHEREAS, the City Council has examined the record in this case and the various exhibits; has considered the request, the Comprehensive Plan, and the recommendations of the staff; and based upon the record which has been made concerning the request, has arrived at its decision; and

WHEREAS, it has been found and determined that the applicant has substantially complied with all the procedural requirements as provided in Title 31, Article 12, C.R.S., in connection with the Petition.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:


Section 1. The Petition is hereby accepted and found to be in substantial compliance with the requirements of Title 31, Article 12, C.R.S.

Section 2. That a public hearing to consider the Petition is scheduled for December 8, 2021, at 3:00 p.m., at the Council Chambers of the City of Black Hawk, which is located at 211 Church Street, Black Hawk, Colorado, 80422, to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.


Section 3. Any person living within the area proposed to be annexed, any landowner

of lands thereof, any resident of the municipality to which the area is proposed to be annexed, any municipality located within one mile of the proposed annexation, or the Board of County Commissioners of Gilpin County, may appear at such hearing and present evidence upon any matter to be determined by the City Council.

RESOLVED AND PASSED this 13th day of October, 2021.


David D. Spellman, Mayor

ATTEST:


Melissa A. Greiner, CMC, City Clerk



PETITION FOR ANNEXATION

PETITION FOR ANNEXATION TO THE CITY OF BLACK HAWK, COLORADO

THE UNDERSIGNED, being a "Landowner" as defined in C.R.S. § 31-12-103(6), hereby Petitions the City of Black Hawk (the "City") for annexation for the following described property and further states:

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 - b. A community of interest exists between the Property and the City. The Property is urban or will be urbanized in the near future; and the Property is capable of being integrated into the City.
5. None of the limitations provided in C.R.S. § 31-12-105 are applicable and the requirements of that statute have been met because of the following:
 - a. The annexation of the Property will not result in the Property being divided into separate parts or parcels under identical ownership;
 - b. No land area within the Property is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate comprising 20 acres or more and having a valuation for assessment in excess of \$200,000 for ad valorem tax purposes has been included in the area of the Property to be annexed without the written consent of the landowners thereof;
 - c. No annexation proceedings have been commenced for annexation of any part of the Property by any other municipality;
 - d. The entire width of all streets and alleys to be included within the area annexed are included;
 - e. The annexation of the Property will not result in the detachment of area from any school district or the attachment of same to another school district;
 - f. Annexation by the City of the Property will not have the effect of, and will not result in, the denial of reasonable access to landowners, owners of an easement, or

owners of a franchise adjoining a platted street or alley which has been annexed by the City but is not bounded on both sides by the City.

6. The annexation of the Property will not have the effect of extending a boundary of the City more than three miles in any direction from any point of the municipal boundary in the past 12 months.
7. The Landowner comprises the owner in fee of 100 percent of the area of the Property, exclusive of public streets and alleys, and comprises 100 percent of the landowners of the Property. The legal description of the land owned by the signer of this petition is shown on **Exhibit A**.
8. The Landowner requests that the City approve the annexation of the Property.
9. This Petition is accompanied by four copies of an annexation boundary map in the form required by C.R.S. § 31-12-102(1)(d) and attached **Exhibit B**.
10. This instrument may be executed in one or more counterparts, all of which taken together shall constitute the same document.

LANDOWNER

Proximo Distillers, LLC, a Colorado Limited Liability Company

By: Peter T. Macca
Peter T. Macca

Its: Operations Manager/Authorized Representative

Mailing Address:
200 S. Kalamath Street
Denver, CO 80223

STATE OF Colorado)
) s.s.
COUNTY OF Denver)

Subscribed and sworn to before me this 21 day of September, 2021, by Peter T. Macca.

Witness my hand and official seal.

My commission expires: 3-17-24



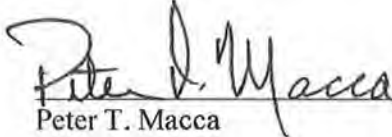
[Signature]
Notary Public

AFFIDAVIT OF CIRCULATOR IN SUPPORT OF PETITION

I, Peter T. Macca, being first duly sworn state as follows:

- a. I have circulated the Petition for Annexation to the City of Black Hawk set forth herein;
- b. I am the person whose name is subscribed to the foregoing Petition on behalf of the Landowner and am authorized to sign such document on the Landowner's behalf.
- c. My signature on the foregoing Petition is a true, genuine, and correct signature.

CIRCULATOR


Peter T. Macca

STATE OF Colorado)
COUNTY OF Denver) s.s.

Subscribed and sworn to before me this 21 day of September, 2021, by Peter T. Macca.

Witness my hand and official seal.

My commission expires: 3-17-24



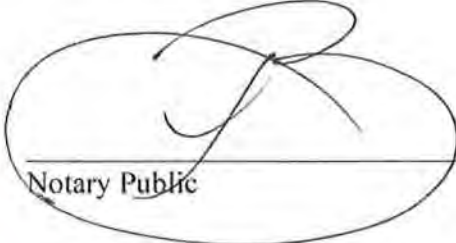

Notary Public

EXHIBIT A

Annexation Plat No. 14

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 30° 07' 02" E a distance of 580.34 feet to the point of intersection of line 1-2 of the Black Diamond Lode, US Mineral Survey No. 17634 with line 2-3 of the Fay Lode, US Mineral Survey No. 13338 being the Point of Beginning.

thence N 26° 04' 04" W along said line 1-2 of said Black Diamond Lode a distance of 80.46 feet to the point of intersection with line 1-7 of the Dale Lode, US Mineral Survey No. 13338;

thence N 26° 54' 00" E along said line 1-7 of said Dale Lode a distance of 4.46 feet to corner No. 7 of said Dale Lode;

thence N 39° 29' 28" E along line 7-6 of said Dale Lode a distance of 160.32 feet to line 2-3 of said Black Diamond Lode;

thence N 63° 58' 12" E along said line 2-3 of said Black Diamond Lode a distance of 446.58 feet to the point of intersection with the southerly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of Lake Gulch Road the following 34 courses:

1. N 83° 11' 19" E a distance of 23.36 feet;
2. N 81° 54' 30" E a distance of 26.00 feet;

3. N 80° 36' 50" E a distance of 37.64 feet;
4. N 77° 53' 04" E a distance of 25.96 feet;
5. N 76° 30' 21" E a distance of 27.01 feet;
6. N 74° 45' 56" E a distance of 27.07 feet;
7. N 73° 10' 29" E a distance of 27.76 feet;
8. N 71° 02' 53" E a distance of 29.23 feet;
9. N 69° 29' 32" E a distance of 29.75 feet;
10. N 68° 02' 26" E a distance of 28.95 feet;
11. N 68° 11' 55" E a distance of 28.31 feet;
12. N 68° 11' 21" E a distance of 28.17 feet;
13. N 70° 17' 29" E a distance of 27.18 feet;
14. N 72° 23' 23" E a distance of 26.00 feet;
15. N 72° 28' 10" E a distance of 26.92 feet;
16. N 68° 41' 24" E a distance of 27.19 feet;
17. N 71° 51' 48" E a distance of 26.69 feet;
18. N 74° 45' 31" E a distance of 27.02 feet;
19. N 75° 42' 50" E a distance of 28.46 feet;
20. N 77° 13' 39" E a distance of 28.92 feet;
21. N 78° 51' 11" E a distance of 28.33 feet;
22. N 78° 32' 38" E a distance of 27.26 feet;
23. N 76° 41' 51" E a distance of 24.88 feet;
24. N 79° 17' 59" E a distance of 14.47 feet;
25. N 79° 17' 59" E a distance of 14.37 feet;
26. N 78° 11' 27" E a distance of 5.81 feet;
27. N 77° 38' 35" E a distance of 7.14 feet;
28. N 77° 38' 35" E a distance of 27.82 feet;
29. N 77° 18' 33" E a distance of 35.14 feet;
30. N 76° 11' 24" E a distance of 34.55 feet;

31. N 76° 19' 36" E a distance of 34.26 feet;
32. N 75° 55' 53" E a distance of 33.03 feet;
33. N 75° 45' 56" E a distance of 33.26 feet;
34. N 77° 56' 07" E a distance of 37.18 feet to the point of intersection with line 1-4 of the St. Anthony Lode, US Mineral Survey No. 19174;

thence S 39° 30' 42" W along said line 1-4 of said St. Anthony Lode a distance of 392.10 feet to the point of intersection with line 3-4 of the Alice Lode, US Mineral Survey No. 18785;

thence N 63° 23' 00" E along said line 3-4 of said Alice Lode a distance of 371.35 feet to the point of intersection with line 3-2 of said St. Anthony Lode;

Thence N 39° 31' 27" E along said line 3-2 of said St. Anthony Lode a distance of 210.07 feet to the point of intersection with said southerly edge of Lake Gulch Road, County Road 6;

thence along said southwesterly edge of Lake Gulch Road the following 18 courses:

1. S 89° 47' 40" E a distance of 26.55 feet;
2. S 89° 16' 33" E a distance of 25.73 feet;
3. N 89° 11' 13" E a distance of 25.02 feet;
4. N 89° 11' 41" E a distance of 28.08 feet;
5. N 87° 57' 44" E a distance of 28.75 feet;
6. N 89° 07' 00" E a distance of 25.28 feet;
7. S 88° 32' 40" E a distance of 28.15 feet;
8. S 82° 16' 38" E a distance of 26.04 feet;
9. S 77° 37' 44" E a distance of 25.62 feet;
10. S 73° 18' 40" E a distance of 30.03 feet;
11. S 71° 44' 22" E a distance of 26.36 feet;
12. S 69° 56' 57" E a distance of 31.66 feet;
13. S 67° 22' 05" E a distance of 26.00 feet;

14. S 64° 31' 22" E a distance of 25.12 feet;
15. S 63° 34' 32" E a distance of 26.32 feet;
16. S 61° 36' 30" E a distance of 25.13 feet;
17. S 55° 33' 38" E a distance of 30.91 feet;
18. S 47° 36' 27" E a distance of 0.69 feet to the point of intersection with line 3-2 of the Golden Gad Lode, US Mineral Survey No. 13048;

thence S 63° 17' 40" W along said line 3-2 of said Golden Gad Lode a distance of 722.08 feet to corner No. 2 of said Golden Gad Lode;

thence S 31° 40' 56" E along line 2-1 of said Golden Gad Lode a distance of 95.57 feet to the point of intersection with line 2-1 of the Calumet and Hecla No. 2 Lode, US Mineral Survey No. 13048;

thence S 48° 55' 49" W along said line 2-1 of said Calumet and Hecla Lode a distance of 61.79 feet to the point of intersection with line 3-4 of the Margaret Lode, US Mineral Survey No. 19229;

thence N 21° 01' 44" W along said line 3-4 of said Margaret Lode a distance of 114.04 feet to corner No. 4 of said Margaret Lode;

thence S 69° 01' 22" W along line 4-1 of said Margaret Lode a distance of 186.95 feet to the point of intersection with line 3-2 of said St. Anthony Lode;

thence N 39° 31' 27" E along said line 3-2 of said St. Anthony Lode a distance of 73.31 feet to the point of intersection with line 1-2 of said Alice Lode;

thence S 63° 22' 25" W along said line 1-2 of said Alice Lode a distance of 53.94 feet to corner No. 2 of said Alice Lode;

thence N 26° 45' 28" W along line 2-3 of said Alice Lode a distance of 140.24 feet to the point of intersection with said line 1-4 of said St. Anthony Lode;

thence S 39° 30' 42" W along said line 1-4 of said St. Anthony Lode a distance of 345.75 feet to the point of intersection with said line 4-1 of said Margaret Lode;

thence S 69° 01' 22" W along said line 4-1 of said Margaret Lode a distance of 16.29 feet to the point of intersection with line 3-4 of said Elizabeth Lode;

thence S 39° 23' 48" W along said line 3-4 of said Elizabeth Lode a distance of 272.15 feet to corner No. 4 of said Elizabeth Lode;

thence N 50° 27' 18" W along line 4-1 of said Elizabeth Lode a distance of 148.43 feet to the point of intersection with line 4-3 of the Annie Mary Lode, US Mineral Survey No. 11571;

thence N 62° 32' 35" E along line 4-3 of said Annie Mary Lode a distance of 221.31 feet to corner No. 3 of said Annie Mary Lode;

thence N 27° 32' 41" W along line 3-2 of said Annie Mary Lode a distance of 149.99 feet to corner No. 2 of said Annie Mary Lode;

thence S 62° 32' 35" W along line 2-1 of said Annie Mary Lode a distance of 607.56 feet to the point of intersection with the northeasterly right-of-way of the Central City Parkway;

thence along a non-tangent curve concave to the southwest an arc distance of 13.72 feet, a delta angle of 00° 44' 55", having a radius of 1050.00 feet, and whose long chord bears N 62° 43' 25" W a distance of 13.72 feet to the point of intersection with line 5-4 of the Marks Lode, US Mineral Survey No. 13338;

thence N 44° 35' 21" E along said line 5-4 of said Marks Lode a distance of 80.14 feet to the point of intersection with line 1-4 of the Fay Lode, US Mineral Survey No. 13338;

thence N 60° 43' 32" E along said line 1-4 of said Fay Lode a distance of 714.47 feet to corner No. 4 of said Fay Lode;

thence N 29° 20' 48" W along line 4-3 of said Fay Lode a distance of 150.66 feet to corner No. 3 of said Fay Lode;

thence S 60° 42' 01" W along line 3-2 of said Fay Lode a distance of 442.61 feet to the point of intersection with line 4-3 of the Marks Lode, US Mineral Survey No. 13338;

thence S 86° 28' 49" W along said line 4-3 of said Marks Lode a distance of 122.51 feet to corner No. 3 of said Marks Lode;

thence S 44° 22' 49" W along line 3-2 of said Marks Lode a distance of 189.62 feet to the point of intersection with line 4-1 of said Black Diamond Lode;

thence S 60° 42' 01" W along said line 4-1 of said Black Diamond Lode a distance of 120.71 feet to the Point of Beginning, containing 11.43 Acres, more or less.

EXHIBIT B

LAKE GULCH WHISKEY RESORT ANNEXATION NO. 14 TO THE CITY OF BLACK HAWK A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M., COUNTY OF GULPIN, STATE OF COLORADO SHEET 1 OF 2

SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M., GULPIN COUNTY, COLORADO

Section 18, Township 3 South, Range 72 West of the 6th P.M., Gulpin County, Colorado, is divided into 36 sections. The following is a list of the sections which are included in the annexation of Section 18, Township 3 South, Range 72 West of the 6th P.M., Gulpin County, Colorado, to the City of Black Hawk, Colorado.

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LAKE GULCH WHISKEY RESORT
ANNEXATION NO. 14 TO THE CITY OF BLACK HAWK
CITY OF BLACK HAWK, COLORADO

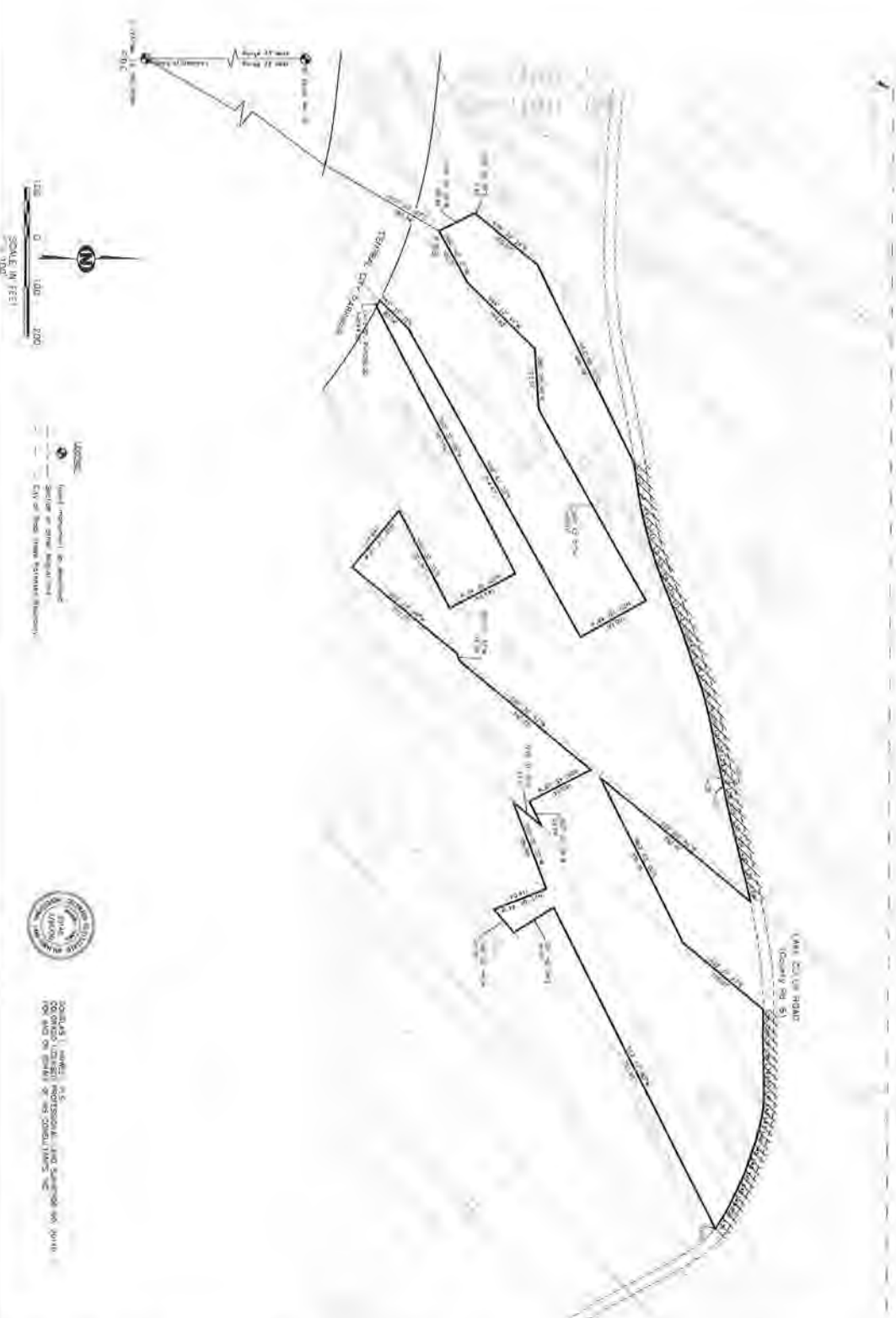
LAKE GULCH WHISKEY RESORT
ANNEXATION PLAT No. 14
CITY OF BLACK HAWK

His Consultants, Inc.
179 of 1177
Lakewood, Colorado
781-273-8040

EXHIBIT B

LAKE GULCH WHISKEY RESORT
ANNEXATION NO. 14 TO THE CITY OF BLACK HAWK
A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO
SHEET 2 OF 2

Line #	Length	Bearing
1	22.86	S 46° 17' E 83'
2	38.20	S 46° 17' E 83'
3	71.64	S 46° 17' E 83'
4	77.64	S 46° 17' E 83'
5	41.16	S 46° 17' E 83'
6	47.02	S 46° 17' E 83'
7	77.09	S 46° 17' E 83'
8	28.93	S 46° 17' E 83'
9	78.13	S 46° 17' E 83'
10	28.94	S 46° 17' E 83'
11	27.47	S 46° 17' E 83'
12	38.52	S 46° 17' E 83'
13	38.52	S 46° 17' E 83'
14	38.52	S 46° 17' E 83'
15	38.52	S 46° 17' E 83'
16	38.52	S 46° 17' E 83'
17	38.52	S 46° 17' E 83'
18	38.52	S 46° 17' E 83'
19	38.52	S 46° 17' E 83'
20	38.52	S 46° 17' E 83'
21	38.52	S 46° 17' E 83'
22	38.52	S 46° 17' E 83'
23	38.52	S 46° 17' E 83'
24	38.52	S 46° 17' E 83'
25	38.52	S 46° 17' E 83'
26	38.52	S 46° 17' E 83'
27	38.52	S 46° 17' E 83'
28	38.52	S 46° 17' E 83'
29	38.52	S 46° 17' E 83'
30	38.52	S 46° 17' E 83'
31	38.52	S 46° 17' E 83'
32	38.52	S 46° 17' E 83'
33	38.52	S 46° 17' E 83'
34	38.52	S 46° 17' E 83'
35	38.52	S 46° 17' E 83'
36	38.52	S 46° 17' E 83'
37	38.52	S 46° 17' E 83'
38	38.52	S 46° 17' E 83'
39	38.52	S 46° 17' E 83'
40	38.52	S 46° 17' E 83'
41	38.52	S 46° 17' E 83'
42	38.52	S 46° 17' E 83'
43	38.52	S 46° 17' E 83'
44	38.52	S 46° 17' E 83'
45	38.52	S 46° 17' E 83'
46	38.52	S 46° 17' E 83'
47	38.52	S 46° 17' E 83'
48	38.52	S 46° 17' E 83'
49	38.52	S 46° 17' E 83'
50	38.52	S 46° 17' E 83'
51	38.52	S 46° 17' E 83'
52	38.52	S 46° 17' E 83'
53	38.52	S 46° 17' E 83'
54	38.52	S 46° 17' E 83'
55	38.52	S 46° 17' E 83'
56	38.52	S 46° 17' E 83'
57	38.52	S 46° 17' E 83'
58	38.52	S 46° 17' E 83'
59	38.52	S 46° 17' E 83'
60	38.52	S 46° 17' E 83'
61	38.52	S 46° 17' E 83'
62	38.52	S 46° 17' E 83'
63	38.52	S 46° 17' E 83'
64	38.52	S 46° 17' E 83'
65	38.52	S 46° 17' E 83'
66	38.52	S 46° 17' E 83'
67	38.52	S 46° 17' E 83'
68	38.52	S 46° 17' E 83'
69	38.52	S 46° 17' E 83'
70	38.52	S 46° 17' E 83'
71	38.52	S 46° 17' E 83'
72	38.52	S 46° 17' E 83'
73	38.52	S 46° 17' E 83'
74	38.52	S 46° 17' E 83'
75	38.52	S 46° 17' E 83'
76	38.52	S 46° 17' E 83'
77	38.52	S 46° 17' E 83'
78	38.52	S 46° 17' E 83'
79	38.52	S 46° 17' E 83'
80	38.52	S 46° 17' E 83'
81	38.52	S 46° 17' E 83'
82	38.52	S 46° 17' E 83'
83	38.52	S 46° 17' E 83'
84	38.52	S 46° 17' E 83'
85	38.52	S 46° 17' E 83'
86	38.52	S 46° 17' E 83'
87	38.52	S 46° 17' E 83'
88	38.52	S 46° 17' E 83'
89	38.52	S 46° 17' E 83'
90	38.52	S 46° 17' E 83'
91	38.52	S 46° 17' E 83'
92	38.52	S 46° 17' E 83'
93	38.52	S 46° 17' E 83'
94	38.52	S 46° 17' E 83'
95	38.52	S 46° 17' E 83'
96	38.52	S 46° 17' E 83'
97	38.52	S 46° 17' E 83'
98	38.52	S 46° 17' E 83'
99	38.52	S 46° 17' E 83'
100	38.52	S 46° 17' E 83'



LAKE GULCH WHISKEY RESORT
ANNEXATION PLAT No. 14
CITY OF BLACK HAWK

His Consultants, Inc.
180 of 1177
Lakewood, Colorado
720-273-0840

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

Resolution No. 71-2021

TITLE: A RESOLUTION ACCEPTING THE PETITION FOR ANNEXATION AND ESTABLISHING DECEMBER 8, 2021, AS THE DATE OF PUBLIC HEARING ON THE REQUESTED ANNEXATION OF A PARCEL OF UNINCORPORATED TERRITORY LOCATED IN THE COUNTY OF GILPIN (LAKE GULCH WHISKEY RESORT ANNEXATION NO. 15)

WHEREAS, the owner of unincorporated territory, comprising more than fifty percent (50%) of the area proposed for annexation pursuant to C.R.S. § 31-12-107, has filed a petition for annexation of a certain unincorporated property to the City (the "Petition"), which territory is more particularly described in Exhibit A;

WHEREAS, C.R.S. § 31-12-108 requires that the City accept the Petition and establish a date, time and place that the City Council will hold a public hearing to consider the annexation and the various requirements of Title 31, Article 12, C.R.S.;

WHEREAS the City Council, at its regular meeting on October 13, 2021, reviewed the Petition and various documents submitted in support of the Petition;

WHEREAS, the City Council has examined the record in this case and the various exhibits; has considered the request, the Comprehensive Plan, and the recommendations of the staff; and based upon the record which has been made concerning the request, has arrived at its decision; and

WHEREAS, it has been found and determined that the applicant has substantially complied with all the procedural requirements as provided in Title 31, Article 12, C.R.S., in connection with the Petition.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. The Petition is hereby accepted and found to be in substantial compliance with the requirements of Title 31, Article 12, C.R.S.

Section 2. That a public hearing to consider the Petition is scheduled for December 8, 2021, at 3:00 p.m., at the Council Chambers of the City of Black Hawk, which is located at 211 Church Street, Black Hawk, Colorado, 80422, to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

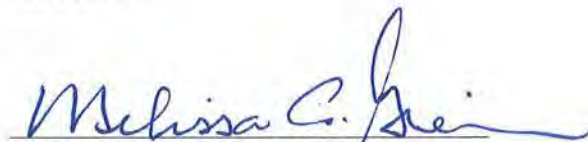
Section 3. Any person living within the area proposed to be annexed, any landowner

of lands thereof, any resident of the municipality to which the area is proposed to be annexed, any municipality located within one mile of the proposed annexation, or the Board of County Commissioners of Gilpin County, may appear at such hearing and present evidence upon any matter to be determined by the City Council.

RESOLVED AND PASSED this 13th day of October, 2021.


David D. Spellman, Mayor

ATTEST:


Melissa A. Greiner, CMC, City Clerk



PETITION FOR ANNEXATION

PETITION FOR ANNEXATION TO THE CITY OF BLACK HAWK, COLORADO

THE UNDERSIGNED, being a "Landowner" as defined in C.R.S. § 31-12-103(6), hereby Petitions the City of Black Hawk (the "City") for annexation for the following described property and further states:

1. The legal description of the land which Landowner requests to be annexed to the City is attached hereto as Exhibit A, hereinafter referred to as the "Property."
2. It is desirable and necessary that the Property be annexed to the City.
3. The requirements of Article II Section 30 of the Colorado Constitution have been met.
4. The following requirements of C.R.S. § 31-12-104 exist or have been met:
 - a. Not less than one-sixth ($1/6^{\text{th}}$) of the perimeter of the Property is contiguous with the City.
 - b. A community of interest exists between the Property and the City. The Property is urban or will be urbanized in the near future; and the Property is capable of being integrated into the City.
5. None of the limitations provided in C.R.S. § 31-12-105 are applicable and the requirements of that statute have been met because of the following:
 - a. The annexation of the Property will not result in the Property being divided into separate parts or parcels under identical ownership;
 - b. No land area within the Property is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate comprising 20 acres or more and having a valuation for assessment in excess of \$200,000 for ad valorem tax purposes has been included in the area of the Property to be annexed without the written consent of the landowners thereof;
 - c. No annexation proceedings have been commenced for annexation of any part of the Property by any other municipality;
 - d. The entire width of all streets and alleys to be included within the area annexed are included;
 - e. The annexation of the Property will not result in the detachment of area from any school district or the attachment of same to another school district;
 - f. Annexation by the City of the Property will not have the effect of, and will not result in, the denial of reasonable access to landowners, owners of an easement, or

owners of a franchise adjoining a platted street or alley which has been annexed by the City but is not bounded on both sides by the City.

6. The annexation of the Property will not have the effect of extending a boundary of the City more than three miles in any direction from any point of the municipal boundary in the past 12 months.

7. The Landowner comprises the owner in fee of 100 percent of the area of the Property, exclusive of public streets and alleys, and comprises 100 percent of the landowners of the Property. The legal description of the land owned by the signer of this petition is shown on **Exhibit A**.

8. The Landowner requests that the City approve the annexation of the Property.

9. This Petition is accompanied by four copies of an annexation boundary map in the form required by C.R.S. § 31-12-102(1)(d) and attached **Exhibit B**.

10. This instrument may be executed in one or more counterparts, all of which taken together shall constitute the same document.

LANDOWNER

Proximo Distillers, LLC, a Colorado Limited Liability Company

By: Peter T. Macca
Peter T. Macca

Its: Operations Manager/Authorized Representative

Mailing Address:
200 S. Kalamath Street
Denver, CO 80223

STATE OF Colorado)
) s.s.
COUNTY OF Denver)

Subscribed and sworn to before me this 21 day of September, 2021, by Peter T. Macca.

Witness my hand and official seal.

My commission expires: 3-17-24




[Signature]
Notary Public

AFFIDAVIT OF CIRCULATOR IN SUPPORT OF PETITION

I, Peter T. Macca, being first duly sworn state as follows:

- a. I have circulated the Petition for Annexation to the City of Black Hawk set forth herein;
- b. I am the person whose name is subscribed to the foregoing Petition on behalf of the Landowner and am authorized to sign such document on the Landowner's behalf.
- c. My signature on the foregoing Petition is a true, genuine, and correct signature.

CIRCULATOR


Peter T. Macca

STATE OF Colorado)
COUNTY OF Denver) s.s.

Subscribed and sworn to before me this 21 day of September, 2021, by Peter T. Macca.

Witness my hand and official seal.

My commission expires: 3-17-24



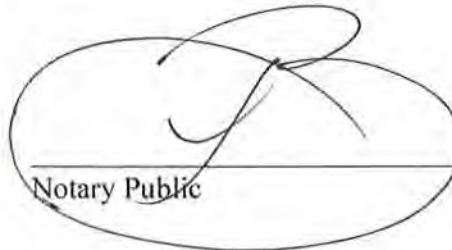

Notary Public

EXHIBIT A

Annexation Plat No. 15

The Little Mattie Lode, US Mineral Survey No. 970 in Sections 17&18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 87° 15' 37" E a distance of 5,334.83 feet to corner No. 1 of said Little Mattie Lode, being the Point of Beginning.

Thence N 44° 28' 40" E along line 1-2 of said Little Mattie Lode a distance of 1499.34 feet to corner No. 2 of said Little Mattie Lode;

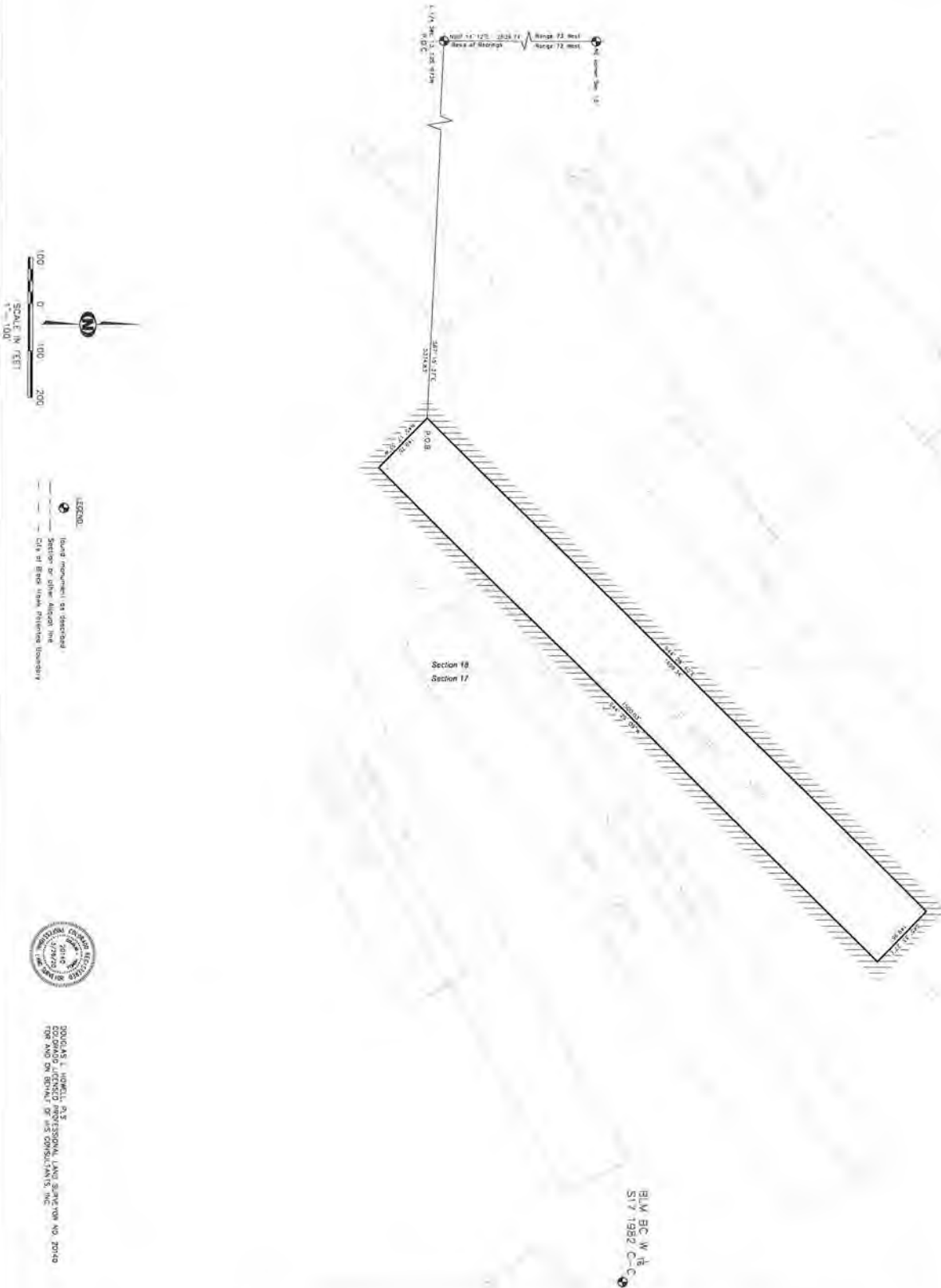
thence S 45° 33' 27" E along line 2-3 of said Little Mattie Lode a distance of 149.96 feet to corner No. 3 of said Little Mattie Lode;

thence S 44° 29' 09" W along line 3-4 of said Little Mattie Lode a distance of 1500.03 feet to corner No. 4 of said Little Mattie Lode;

thence N 45° 17' 32" W along line 4-1 of said Little Mattie Lode a distance of 149.75 feet to the Point of Beginning, containing 5.16 Acres, more or less.

EXHIBIT B

LAKE GULCH WHISKEY RESORT
ANNEXATION NO. 15 TO THE CITY OF BLACK HAWK
A PART OF SECTIONS 17&18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO
SHEET 2 OF 2



LAKE GULCH WHISKEY RESORT
ANNEXATION PLAT No. 15
CITY OF BLACK HAWK

His Consultants, Inc.

Lakewood, Colorado
720-273-9940

188 of 1177

DATE	REVISIONS

NO.	DATE	REVISIONS
1	12/14	
2	12/14	
3	12/14	
4	12/14	
5	12/14	
6	12/14	
7	12/14	
8	12/14	
9	12/14	
10	12/14	

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

Resolution No. 72-2021

TITLE: A RESOLUTION ACCEPTING THE PETITION FOR ANNEXATION AND ESTABLISHING DECEMBER 8, 2021, AS THE DATE OF PUBLIC HEARING ON THE REQUESTED ANNEXATION OF A PARCEL OF UNINCORPORATED TERRITORY LOCATED IN THE COUNTY OF GILPIN (LAKE GULCH WHISKEY RESORT ANNEXATION NO. 16)

WHEREAS, the owner of unincorporated territory, comprising more than fifty percent (50%) of the area proposed for annexation pursuant to C.R.S. § 31-12-107, has filed a petition for annexation of a certain unincorporated property to the City (the "Petition"), which territory is more particularly described in Exhibit A;

WHEREAS, C.R.S. § 31-12-108 requires that the City accept the Petition and establish a date, time and place that the City Council will hold a public hearing to consider the annexation and the various requirements of Title 31, Article 12, C.R.S.;

WHEREAS the City Council, at its regular meeting on October 13, 2021, reviewed the Petition and various documents submitted in support of the Petition;

WHEREAS, the City Council has examined the record in this case and the various exhibits; has considered the request, the Comprehensive Plan, and the recommendations of the staff; and based upon the record which has been made concerning the request, has arrived at its decision; and

WHEREAS, it has been found and determined that the applicant has substantially complied with all the procedural requirements as provided in Title 31, Article 12, C.R.S., in connection with the Petition.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. The Petition is hereby accepted and found to be in substantial compliance with the requirements of Title 31, Article 12, C.R.S.

Section 2. That a public hearing to consider the Petition is scheduled for December 8, 2021, at 3:00 p.m., at the Council Chambers of the City of Black Hawk, which is located at 211 Church Street, Black Hawk, Colorado, 80422, to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Title 31, Article 12, Part I, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

Section 3. Any person living within the area proposed to be annexed, any landowner

of lands thereof, any resident of the municipality to which the area is proposed to be annexed, any municipality located within one mile of the proposed annexation, or the Board of County Commissioners of Gilpin County, may appear at such hearing and present evidence upon any matter to be determined by the City Council.

RESOLVED AND PASSED this 13th day of October, 2021.


David D. Spellman, Mayor

ATTEST:


Melissa A. Greiner, CMC, City Clerk



PETITION FOR ANNEXATION

PETITION FOR ANNEXATION TO THE CITY OF BLACK HAWK, COLORADO

THE UNDERSIGNED, being a "Landowner" as defined in C.R.S. § 31-12-103(6), hereby Petitions the City of Black Hawk (the "City") for annexation for the following described property and further states:

1. The legal description of the land which Landowner requests to be annexed to the City is attached hereto as Exhibit A, hereinafter referred to as the "Property."
2. It is desirable and necessary that the Property be annexed to the City.
3. The requirements of Article II Section 30 of the Colorado Constitution have been met.
4. The following requirements of C.R.S. § 31-12-104 exist or have been met:
 - a. Not less than one-sixth ($1/6^{th}$) of the perimeter of the Property is contiguous with the City.
 - b. A community of interest exists between the Property and the City. The Property is urban or will be urbanized in the near future; and the Property is capable of being integrated into the City.
5. None of the limitations provided in C.R.S. § 31-12-105 are applicable and the requirements of that statute have been met because of the following:
 - a. The annexation of the Property will not result in the Property being divided into separate parts or parcels under identical ownership;
 - b. No land area within the Property is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate comprising 20 acres or more and having a valuation for assessment in excess of \$200,000 for ad valorem tax purposes has been included in the area of the Property to be annexed without the written consent of the landowners thereof;
 - c. No annexation proceedings have been commenced for annexation of any part of the Property by any other municipality;
 - d. The entire width of all streets and alleys to be included within the area annexed are included;
 - e. The annexation of the Property will not result in the detachment of area from any school district or the attachment of same to another school district;
 - f. Annexation by the City of the Property will not have the effect of, and will not result in, the denial of reasonable access to landowners, owners of an easement, or

owners of a franchise adjoining a platted street or alley which has been annexed by the City but is not bounded on both sides by the City.

6. The annexation of the Property will not have the effect of extending a boundary of the City more than three miles in any direction from any point of the municipal boundary in the past 12 months.
7. The Landowner comprises the owner in fee of 100 percent of the area of the Property, exclusive of public streets and alleys, and comprises 100 percent of the landowners of the Property. The legal description of the land owned by the signer of this petition is shown on **Exhibit A**.
8. The Landowner requests that the City approve the annexation of the Property.
9. This Petition is accompanied by four copies of an annexation boundary map in the form required by C.R.S. § 31-12-102(1)(d) and attached **Exhibit B**.
10. This instrument may be executed in one or more counterparts, all of which taken together shall constitute the same document.

LANDOWNER

Proximo Distillers, LLC, a Colorado Limited Liability Company

By: Peter T. Macca
Peter T. Macca

Its: Operations Manager/Authorized Representative

Mailing Address:
200 S. Kalamath Street
Denver, CO 80223

STATE OF Colorado)
) s.s.
COUNTY OF Denver)

Subscribed and sworn to before me this 21 day of September, 2021, by Peter T. Macca.

Witness my hand and official seal.

My commission expires: 3-17-24



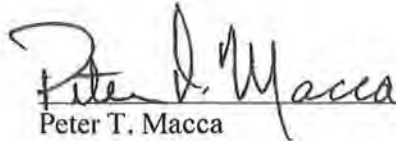
[Signature]
Notary Public

AFFIDAVIT OF CIRCULATOR IN SUPPORT OF PETITION

I, Peter T. Macca, being first duly sworn state as follows:

- a. I have circulated the Petition for Annexation to the City of Black Hawk set forth herein;
- b. I am the person whose name is subscribed to the foregoing Petition on behalf of the Landowner and am authorized to sign such document on the Landowner's behalf.
- c. My signature on the foregoing Petition is a true, genuine, and correct signature.

CIRCULATOR

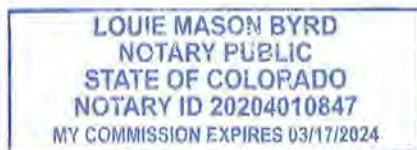

Peter T. Macca

STATE OF Colorado)
COUNTY OF Denver) s.s.

Subscribed and sworn to before me this 21 day of September, 2021, by Peter T. Macca.

Witness my hand and official seal.

My commission expires: 3-17-24



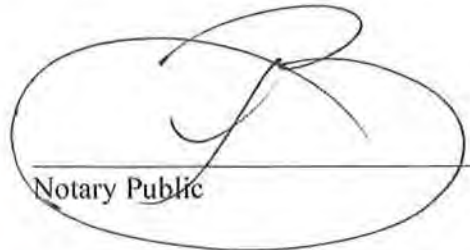

Notary Public

EXHIBIT A

Annexation Plat No. 16

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00° 14' 12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 74° 53' 25" E a distance of 4,804.55 feet to corner No. 14 of the Gold Tunnel No. 21 Lode, US Mineral Survey No. 4589, being the Point of Beginning.

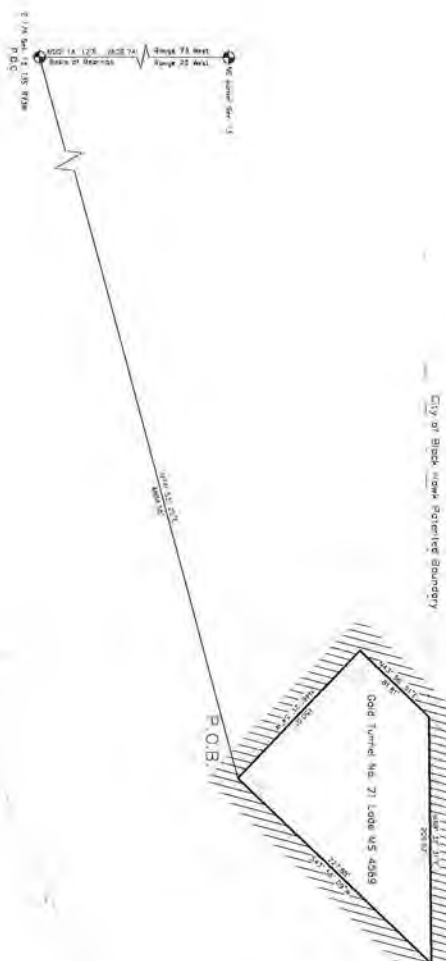
Thence N 46° 21' 54" W along line 14-15 of said Gold Tunnel No. 21 Lode a distance of 150.01 feet to corner No. 15 of said Gold Tunnel No. 21 Lode;

thence N 43° 56' 51" E along line 15-16 of said Gold Tunnel No. 21 Lode a distance of 81.81 feet to the south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 18, being also the City of Black Hawk Patented Boundary;

thence N 89° 32' 31" E along said south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 18 and the City of Black Hawk Patented Boundary a distance of 209.92 feet to the point of intersection with line 13-14 of said Gold Tunnel No. 21 Lode;

thence S 43° 56' 09" W along said line 13-14 of said Gold Tunnel No. 21 Lode a distance of 227.88 feet to the Point of Beginning, containing 0.53 Acres, more or less.

LAKE GULCH WHISKEY RESORT
ANNEXATION NO. 16 TO THE CITY OF BLACK HAWK
A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO
SHEET 2 OF 2



Wingo No. 3 Loop MS 15824

LEONIE
 Found employment in Amsterdam
 Section in office August 1960
 City of Buenos Aires, Buenos Aires

DOUGLAS L. HOWELL, 215
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 20160
FOR AND ON BEHALF OF HIS EMPLOYERS, INC.

DATE	REVISIONS

LAKE GULCH WHISKEY RESORT
ANNEXATION PLAT No. 16
CITY OF BLACK HAWK

His Consultants, Inc.
196 of 1177
Lakewood, Colorado
720-273-9940

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

Resolution No. 73-2021

TITLE: A RESOLUTION ACCEPTING THE PETITION FOR ANNEXATION AND ESTABLISHING DECEMBER 8, 2021, AS THE DATE OF PUBLIC HEARING ON THE REQUESTED ANNEXATION OF A PARCEL OF UNINCORPORATED TERRITORY LOCATED IN THE COUNTY OF GILPIN (LAKE GULCH WHISKEY RESORT ANNEXATION NO. 17)

WHEREAS, the owner of unincorporated territory, comprising more than fifty percent (50%) of the area proposed for annexation pursuant to C.R.S. § 31-12-107, has filed a petition for annexation of a certain unincorporated property to the City (the "Petition"), which territory is more particularly described in Exhibit A;

WHEREAS, C.R.S. § 31-12-108 requires that the City accept the Petition and establish a date, time and place that the City Council will hold a public hearing to consider the annexation and the various requirements of Title 31, Article 12, C.R.S.;

WHEREAS the City Council, at its regular meeting on October 13, 2021, reviewed the Petition and various documents submitted in support of the Petition;

WHEREAS, the City Council has examined the record in this case and the various exhibits; has considered the request, the Comprehensive Plan, and the recommendations of the staff; and based upon the record which has been made concerning the request, has arrived at its decision; and

WHEREAS, it has been found and determined that the applicant has substantially complied with all the procedural requirements as provided in Title 31, Article 12, C.R.S., in connection with the Petition.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. The Petition is hereby accepted and found to be in substantial compliance with the requirements of Title 31, Article 12, C.R.S.

Section 2. That a public hearing to consider the Petition is scheduled for December 8, 2021, at 3:00 p.m., at the Council Chambers of the City of Black Hawk, which is located at 211 Church Street, Black Hawk, Colorado, 80422, to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.


Section 3. Any person living within the area proposed to be annexed, any landowner

of lands thereof, any resident of the municipality to which the area is proposed to be annexed, any municipality located within one mile of the proposed annexation, or the Board of County Commissioners of Gilpin County, may appear at such hearing and present evidence upon any matter to be determined by the City Council.

RESOLVED AND PASSED this 13th day of October, 2021.


David D. Spellman, Mayor

ATTEST:


Melissa A. Greiner, CMC, City Clerk



PETITION FOR ANNEXATION

PETITION FOR ANNEXATION TO THE CITY OF BLACK HAWK, COLORADO

THE UNDERSIGNED, being a "Landowner" as defined in C.R.S. § 31-12-103(6), hereby Petitions the City of Black Hawk (the "City") for annexation for the following described property and further states:

1. The legal description of the land which Landowner requests to be annexed to the City is attached hereto as Exhibit A, hereinafter referred to as the "Property."
2. It is desirable and necessary that the Property be annexed to the City.
3. The requirements of Article II Section 30 of the Colorado Constitution have been met.
4. The following requirements of C.R.S. § 31-12-104 exist or have been met:
 - a. Not less than one-sixth ($1/6^{\text{th}}$) of the perimeter of the Property is contiguous with the City.
 - b. A community of interest exists between the Property and the City. The Property is urban or will be urbanized in the near future; and the Property is capable of being integrated into the City.
5. None of the limitations provided in C.R.S. § 31-12-105 are applicable and the requirements of that statute have been met because of the following:
 - a. The annexation of the Property will not result in the Property being divided into separate parts or parcels under identical ownership;
 - b. No land area within the Property is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate comprising 20 acres or more and having a valuation for assessment in excess of \$200,000 for ad valorem tax purposes has been included in the area of the Property to be annexed without the written consent of the landowners thereof;
 - c. No annexation proceedings have been commenced for annexation of any part of the Property by any other municipality;
 - d. The entire width of all streets and alleys to be included within the area annexed are included;
 - e. The annexation of the Property will not result in the detachment of area from any school district or the attachment of same to another school district;
 - f. Annexation by the City of the Property will not have the effect of, and will not result in, the denial of reasonable access to landowners, owners of an easement, or

owners of a franchise adjoining a platted street or alley which has been annexed by the City but is not bounded on both sides by the City.

6. The annexation of the Property will not have the effect of extending a boundary of the City more than three miles in any direction from any point of the municipal boundary in the past 12 months.
7. The Landowner comprises the owner in fee of 100 percent of the area of the Property, exclusive of public streets and alleys, and comprises 100 percent of the landowners of the Property. The legal description of the land owned by the signer of this petition is shown on **Exhibit A**.
8. The Landowner requests that the City approve the annexation of the Property.
9. This Petition is accompanied by four copies of an annexation boundary map in the form required by C.R.S. § 31-12-102(1)(d) and attached **Exhibit B**.
10. This instrument may be executed in one or more counterparts, all of which taken together shall constitute the same document.

LANDOWNER

Proximo Distillers, LLC, a Colorado Limited Liability Company

By: Peter T. Macca
Peter T. Macca

Its: Operations Manager/Authorized Representative

Mailing Address:
200 S. Kalamath Street
Denver, CO 80223

STATE OF Colorado)
COUNTY OF Denver) s.s.

Subscribed and sworn to before me this 21 day of September, 2021, by Peter T. Macca.

Witness my hand and official seal.

My commission expires: 3-17-24




[Signature]
Notary Public

AFFIDAVIT OF CIRCULATOR IN SUPPORT OF PETITION

I, Peter T. Macca, being first duly sworn state as follows:

- a. I have circulated the Petition for Annexation to the City of Black Hawk set forth herein;
- b. I am the person whose name is subscribed to the foregoing Petition on behalf of the Landowner and am authorized to sign such document on the Landowner's behalf.
- c. My signature on the foregoing Petition is a true, genuine, and correct signature.

CIRCULATOR


Peter T. Macca

STATE OF Colorado)
COUNTY OF Denver) s.s.

Subscribed and sworn to before me this 21 day of September, 2021, by Peter T. Macca.

Witness my hand and official seal.

My commission expires: 3-17-24



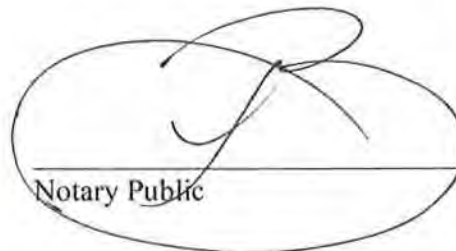

Notary Public

EXHIBIT A

Annexation Plat No. 17

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $41^{\circ}36'06''$ E a distance of 1,242.54 feet to the point of intersection of line 2-3 of the Black Diamond Lode, US Mineral Survey No. 17634 with the northerly edge of Lake Gulch Road, County Road No. 6, being the Point of Beginning.

Thence N $63^{\circ}58'12''$ E along said line 2-3 of said Black Diamond Lode a distance of 827.46 feet to the point of intersection with line 2-1 of the Elizabeth Lode, US Mineral Survey No. 15894;

thence S $39^{\circ}23'46''$ W along said line 2-1 of said Elizabeth Lode a distance of 249.88 feet to the point intersection with the northerly edge of said Lake Gulch Road;

thence along said northerly edge of said Lake Gulch Road the following 24 courses:

- | | |
|-----|--|
| 6. | S $78^{\circ}51'11''$ W a distance of 28.58 feet; |
| 7. | S $77^{\circ}13'39''$ W a distance of 29.52 feet; |
| 8. | S $75^{\circ}42'50''$ W a distance of 28.93 feet; |
| 9. | S $74^{\circ}45'31''$ W a distance of 27.76 feet; |
| 10. | S $71^{\circ}51'48''$ W a distance of 27.85 feet; |
| 11. | S $68^{\circ}41'24''$ W a distance of 27.08 feet; |
| 12. | S $72^{\circ}28'10''$ W a distance of 26.21 feet; |
| 13. | S $72^{\circ}23'23''$ W a distance of 26.42 feet; |
| 14. | S $70^{\circ}17'29''$ W a distance of 27.99 feet; |
| 15. | S $68^{\circ}11'21''$ W a distance of 28.57 feet; |
| 16. | S $68^{\circ}11'55''$ W a distance of 28.34 feet; |
| 17. | S $68^{\circ}02'26''$ W a distance of 28.70 feet; |
| 18. | S $69^{\circ}29'32''$ W a distance of 29.17 feet; |
| 19. | S $71^{\circ}02'53''$ W a distance of 28.52 feet; |
| 20. | S $73^{\circ}10'29''$ W a distance of 27.05 feet; |
| 21. | S $74^{\circ}45'56''$ W a distance of 26.43 feet; |
| 22. | S $76^{\circ}30'21''$ W a distance of 26.42 feet; |
| 23. | S $77^{\circ}53'04''$ W a distance of 25.17 feet; |
| 24. | S $80^{\circ}36'50''$ W a distance of 18.32 feet to the Point of Beginning, containing 0.93 Acres, more or less. |
-
- | | |
|----|---|
| 1. | S $77^{\circ}53'20''$ W a distance of 12.58 feet; |
| 2. | S $79^{\circ}17'59''$ W a distance of 14.10 feet; |
| 3. | S $79^{\circ}17'59''$ W a distance of 14.97 feet; |
| 4. | S $76^{\circ}41'51''$ W a distance of 25.03 feet; |
| 5. | S $78^{\circ}32'38''$ W a distance of 26.85 feet; |

LAKE GULCH WHISKEY RESORT
ANNEXATION NO. 17 TO THE CITY OF BLACK HAWK
A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO
SHEET 1 OF 2

[illegible]

DRAFT

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NOTICE

THIS WAS PREPARED EXCLUSIVELY FOR YOUR INFORMATION PURPOSES AND IS NOT TO BE USED FOR ANY OTHER PURPOSE AND SHOULD NOT BE CONSIDERED AS A PREDOMINANT SURVEY

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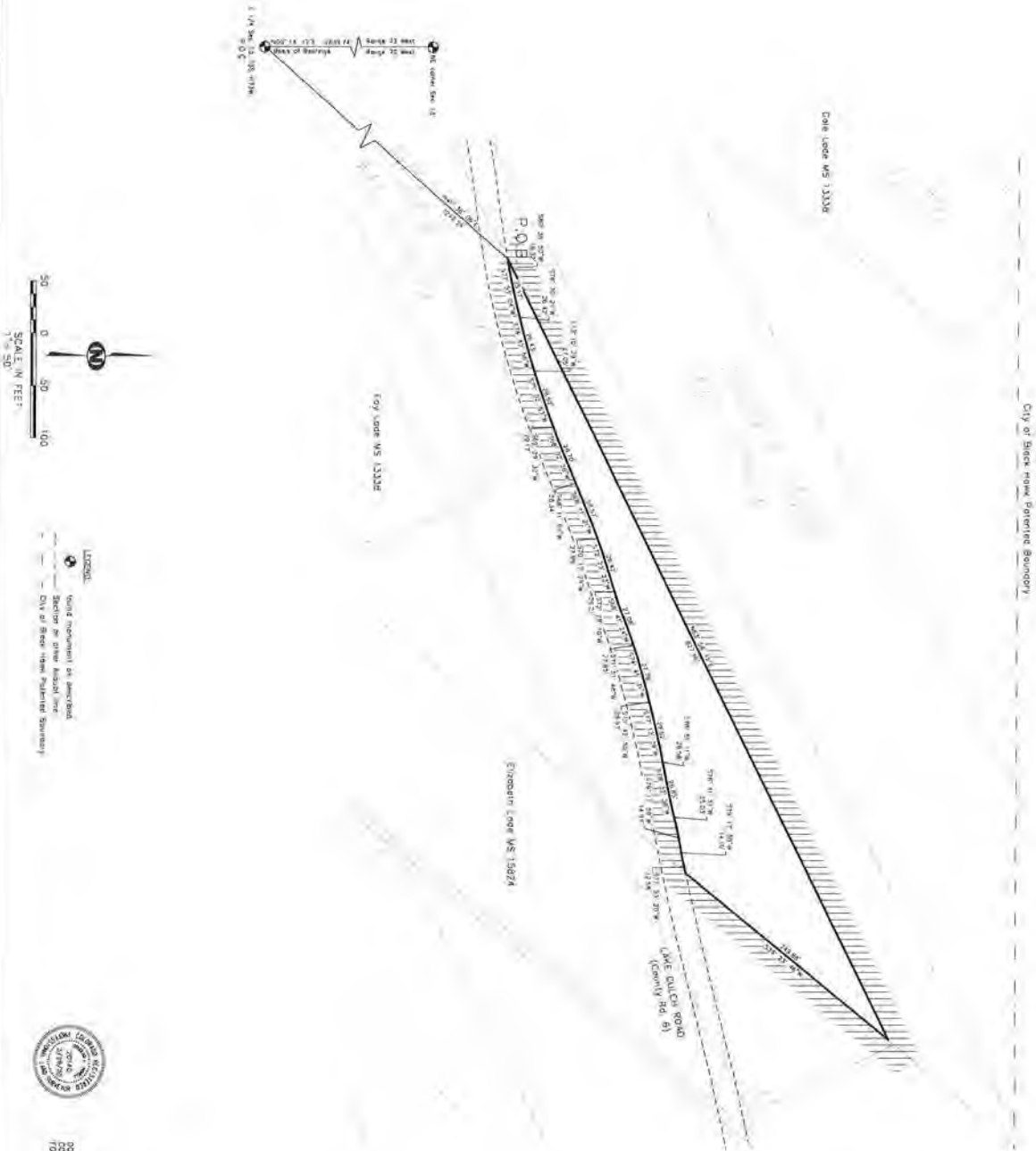
LAKE GULCH WHISKEY RESORT
ANNEXATION PLAT No. 17
CITY OF BLACK HAWK

His Consultants, Inc.
Lakewood, Colorado
720-273-9940

2×10^{-1}	one count	no counts	no counts
	unstable	partial cell count	
	prob	prob	prob
	all	(2/2)	all
	all counts	all	all
	prob	prob	prob
	no counts	no counts	no counts

EXHIBIT B

LAKE GULCH WHISKEY RESORT
ANNEXATION NO. 17 TO THE CITY OF BLACK HAWK
A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO
SHEET 2 OF 2



DOUGLAS L. HOWELL, No. 23
 PROFESSIONAL LAND SURVEYOR, LICENSE NO. 20140
 FOR AND ON BEHALF OF HIS CONSULTANTS, INC.

LAKE GULCH WHISKEY RESORT
ANNEXATION PLAT No. 17
CITY OF BLACK HAWK

His Consultants, Inc.
 204 of 1177
 Lakewood, Colorado
 720-273-9840

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

Resolution No. 74-2021

TITLE: A RESOLUTION ACCEPTING THE PETITION FOR ANNEXATION AND ESTABLISHING DECEMBER 8, 2021, AS THE DATE OF PUBLIC HEARING ON THE REQUESTED ANNEXATION OF A PARCEL OF UNINCORPORATED TERRITORY LOCATED IN THE COUNTY OF GILPIN (LAKE GULCH WHISKEY RESORT ANNEXATION NO. 18)

WHEREAS, the owner of unincorporated territory, comprising more than fifty percent (50%) of the area proposed for annexation pursuant to C.R.S. § 31-12-107, has filed a petition for annexation of a certain unincorporated property to the City (the "Petition"), which territory is more particularly described in Exhibit A;

WHEREAS, C.R.S. § 31-12-108 requires that the City accept the Petition and establish a date, time and place that the City Council will hold a public hearing to consider the annexation and the various requirements of Title 31, Article 12, C.R.S.;

WHEREAS the City Council, at its regular meeting on October 13, 2021, reviewed the Petition and various documents submitted in support of the Petition;

WHEREAS, the City Council has examined the record in this case and the various exhibits; has considered the request, the Comprehensive Plan, and the recommendations of the staff; and based upon the record which has been made concerning the request, has arrived at its decision; and

WHEREAS, it has been found and determined that the applicant has substantially complied with all of the procedural requirements as provided in Title 31, Article 12, C.R.S., in connection with the Petition.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. The Petition is hereby accepted and found to be in substantial compliance with the requirements of Title 31, Article 12, C.R.S.

Section 2. That a public hearing to consider the Petition is scheduled for December 8, 2021, at 3:00 p.m., at the Council Chambers of the City of Black Hawk, which is located at 211 Church Street, Black Hawk, Colorado, 80422, to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.


Section 3. Any person living within the area proposed to be annexed, any landowner

of lands thereof, any resident of the municipality to which the area is proposed to be annexed, any municipality located within one mile of the proposed annexation, or the Board of County Commissioners of Gilpin County, may appear at such hearing and present evidence upon any matter to be determined by the City Council.

RESOLVED AND PASSED this 13th day of October, 2021.


David D. Spellman, Mayor

ATTEST:


Melissa A. Greiner, CMC, City Clerk



PETITION FOR ANNEXATION

PETITION FOR ANNEXATION TO THE CITY OF BLACK HAWK, COLORADO

THE UNDERSIGNED, being a "Landowner" as defined in C.R.S. § 31-12-103(6), hereby Petitions the City of Black Hawk (the "City") for annexation for the following described property and further states:

1. The legal description of the land which Landowner requests to be annexed to the City is attached hereto as Exhibit A, hereinafter referred to as the "Property."
2. It is desirable and necessary that the Property be annexed to the City.
3. The requirements of Article II Section 30 of the Colorado Constitution have been met.
4. The following requirements of C.R.S. § 31-12-104 exist or have been met:
 - a. Not less than one-sixth ($1/6^{\text{th}}$) of the perimeter of the Property is contiguous with the City.
 - b. A community of interest exists between the Property and the City. The Property is urban or will be urbanized in the near future; and the Property is capable of being integrated into the City.
5. None of the limitations provided in C.R.S. § 31-12-105 are applicable and the requirements of that statute have been met because of the following:
 - a. The annexation of the Property will not result in the Property being divided into separate parts or parcels under identical ownership;
 - b. No land area within the Property is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate comprising 20 acres or more and having a valuation for assessment in excess of \$200,000 for ad valorem tax purposes has been included in the area of the Property to be annexed without the written consent of the landowners thereof;
 - c. No annexation proceedings have been commenced for annexation of any part of the Property by any other municipality;
 - d. The entire width of all streets and alleys to be included within the area annexed are included;
 - e. The annexation of the Property will not result in the detachment of area from any school district or the attachment of same to another school district;
 - f. Annexation by the City of the Property will not have the effect of, and will not result in, the denial of reasonable access to landowners, owners of an easement, or

owners of a franchise adjoining a platted street or alley which has been annexed by the City but is not bounded on both sides by the City.

6. The annexation of the Property will not have the effect of extending a boundary of the City more than three miles in any direction from any point of the municipal boundary in the past 12 months.
7. The Landowner comprises the owner in fee of 100 percent of the area of the Property, exclusive of public streets and alleys, and comprises 100 percent of the landowners of the Property. The legal description of the land owned by the signer of this petition is shown on **Exhibit A**.
8. The Landowner requests that the City approve the annexation of the Property.
9. This Petition is accompanied by four copies of an annexation boundary map in the form required by C.R.S. § 31-12-102(1)(d) and attached **Exhibit B**.
10. This instrument may be executed in one or more counterparts, all of which taken together shall constitute the same document.

LANDOWNER

Proximo Distillers, LLC, a Colorado Limited
Liability Company

By: Peter T. Macca

Peter T. Macca

Its: Operations Manager/Authorized Representative

Mailing Address:

200 S. Kalamath Street
Denver, CO 80223

STATE OF Colorado)
) s.s.
COUNTY OF Denver)

Subscribed and sworn to before me this 21 day of September, 2021, by Peter T. Macca.

Witness my hand and official seal.

My commission expires: 3-17-24



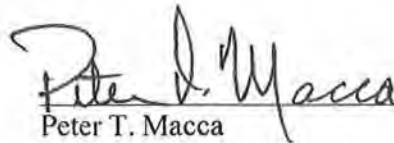
[Signature]
Notary Public

AFFIDAVIT OF CIRCULATOR IN SUPPORT OF PETITION

I, Peter T. Macca, being first duly sworn state as follows:

- a. I have circulated the Petition for Annexation to the City of Black Hawk set forth herein;
- b. I am the person whose name is subscribed to the foregoing Petition on behalf of the Landowner and am authorized to sign such document on the Landowner's behalf.
- c. My signature on the foregoing Petition is a true, genuine, and correct signature.

CIRCULATOR


Peter T. Macca

STATE OF Colorado)
COUNTY OF Denver) s.s.

Subscribed and sworn to before me this 21 day of September, 2021, by Peter T. Macca.

Witness my hand and official seal.

My commission expires: 3-17-24



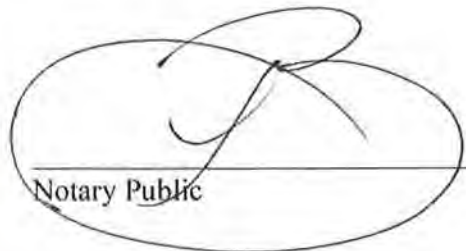

Notary Public

EXHIBIT A

Annexation Plat No. 18

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $55^{\circ}10'45''$ E a distance of 2,029.15 feet to the point of intersection of line 4-1 of the St. Anthony Lode, US Mineral Survey No. 19174 with the northerly edge of Lake Gulch Road, County Road No. 6, being the Point of Beginning.

Thence N $39^{\circ}30'42''$ E along said line 4-1 of said St. Anthony Lode a distance of 328.85 feet to the point of intersection with the south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 18, being also the City of Black Hawk Patented Boundary;

thence S $89^{\circ}38'09''$ E along said south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 18 a distance of 145.22 feet to the point of intersection with line 1-6 of the Susan-Mary Lode, US Mineral Survey No. 694;

thence S $19^{\circ}06'00''$ E along said line 1-6 of said Susan-Mary Lode a distance of 44.24 feet to the point of intersection with line 2-3 of said St. Anthony Lode;

thence S $39^{\circ}31'27''$ W along said line 2-3 of said St. Anthony Lode a distance of 246.50 feet to said northerly edge of Lake Gulch Road;

thence along said northerly edge of Lake Gulch Road the following 8 courses:

1. N $89^{\circ}47'40''$ W a distance of 21.27 feet;
2. S $89^{\circ}45'47''$ W a distance of 26.85 feet;
3. S $87^{\circ}30'36''$ W a distance of 25.59 feet;
4. S $85^{\circ}59'16''$ W a distance of 29.83 feet;
5. S $82^{\circ}42'42''$ W a distance of 26.71 feet;
6. S $81^{\circ}04'54''$ W a distance of 30.69 feet;
7. S $79^{\circ}51'30''$ W a distance of 30.19 feet;
8. S $79^{\circ}21'17''$ W a distance of 22.47 feet to the Point of Beginning, containing 1.04 Acres, more or less.

LAKE GULCH WHISKEY RESORT
ANNEXATION NO. 18 TO THE CITY OF BLACK HAWK
A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO
SHEET 1 OF 2

[illegible][illegible]

THE FURNISHED LANE CARPENTRY SCHOOL, MINNEAPOLIS, MINN. IS AN APPROVED TFR SCHOOL AND IS ACCREDITED BY THE BOARD OF EDUCATION OF THE CITY OF MINNEAPOLIS. (BUSINESS COUNTY, MINN.)

NAME _____ DAY OF _____ 19____ AD.

CITY OF MINNEAPOLIS.

RECEIVED BY CONTRACTOR DATE OF RECEIPT

DATE RECEIVED: 6/25/2011

[illegible]

RECEIVED: 10/1/97

ORDER AND SHIPPER'S DECLARATION
 I CERTIFY FOR RECORD BY THE SIGNING OF THE CARRIER AND ADDRESS
 OF CARRIER EMPLOYEES AT DESTINATION, CITY, POSTAL CODE AND
 NAME OF SHIPPER, DATE, SIGNATURE AND ADDRESS NO.

RESEARCH AND ANALYSIS

E. J. J. van Gorp

[illegible]

VERONICA M. J. LAMORE

1000

dealing in Chicago on the West coast, my agent told me that my book is the scariest one he's ever read and he will become an addict. He even says my book should have my name in the scary book store next to the other ones. He said he'll be looking for my book when he goes to the store. (p. 100)

The Survey does not estimate a life score for all respondents, as it requires the receipt of responses to questions of interest. Approximately 10% of the sample did not respond.

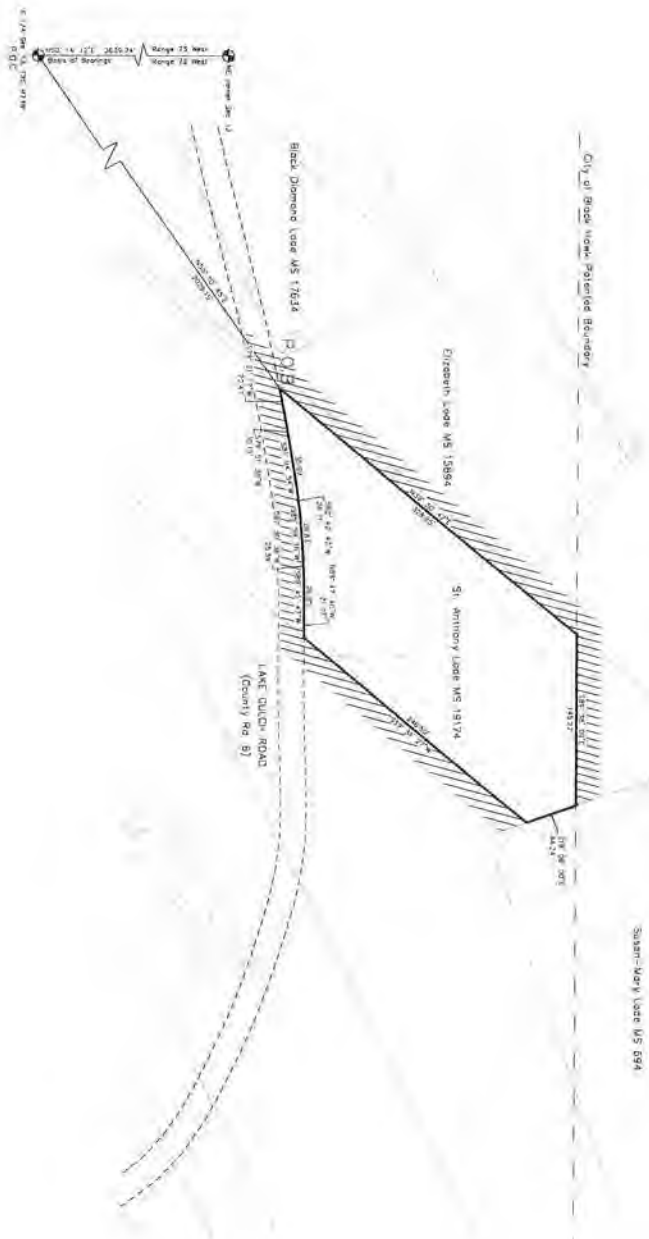
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LAKE GULCH WHISKEY RESORT
ANNEXATION PLAT No. 18
CITY OF BLACK HAWK

His Consultants, Inc.
Lakewood, Colorado
720-273-9940

EXHIBIT B

LAKE GULCH WHISKEY RESORT
ANNEXATION NO. 18 TO THE CITY OF BLACK HAWK
A PART OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GULPIN, STATE OF COLORADO
SHEET 2 OF 2




BEING AS I, JAMES M. S. MESSINA, LAND SURVEYOR NO. 20140, TOP AND ON BEHALF OF MS CONSULTANTS, INC.

LAKE GULCH WHISKEY RESORT
ANNEXATION PLAT No. 18
CITY OF BLACK HAWK

His Consultants, Inc.

Lakewood, Colorado
720-273-9940

212 of 1177

	<p style="text-align: center;">FORMAL LAND USE APPLICATION City of Black Hawk Community Planning and Development 211 Church Street, P.O. Box 68, Black Hawk, CO 80422 Email: CPDinquiry@cityofblackhawk.org • Visit: www.cityofblackhawk.org</p>
---	---

COMPLETE ALL BOXES – Incomplete applications will not be processed

Applicant Name: COBURN ARCHITECTURE on behalf of PROXIMO DISTILLERS, LLC	Applicant Address 2718 Pine Street #100 Boulder, Colorado 80302 & Zip Code:
Applicant Phone: (720) 674-6601	Applicant Email: pweber@coburnpartners.com
Property Owner Name: PROXIMO DISTILLERS, LLC	Property Owner 333 WASHINGTON STREET JERSEY CITY, NEW JERSEY 07302 Address & Zip:
Property Owner Phone: (720) 464-0027	Property Owner Email: pete.macca@stranahans.com
Project Name: Lake Gulch Whiskey Resort (LGWR)	Project Description: NEW DISTILLERY AND VISITOR'S CENTER FOR TINCUP WHISKEY
Project Address or see LGWR ANNEXATION PLATS 1-18 Location:	Project Parcel Number: Various, see Legal Description
Existing Subdivision, Lot & Block:	Existing Planned PUD - Ordinance No. 2020-09 Unit Development:
Existing Property Size: 335.28 acres <input checked="" type="checkbox"/> Acres <input type="checkbox"/> Sq. Ft.	Existing Building Size N/A in square feet:
Existing Zoning: C/BS Zone District	Proposed Zoning: C/BS/PUD 1st Amendment
Existing Use: Vacant Land	Proposed Use: New Distillery & Visitor Center

ITEMS REQUIRED WITH FORMAL LAND USE APPLICATION SUBMITTAL:

- ☒ This completed & signed Formal Land Use Application form
- ☒ All Items indicated/checked on the Formal Land Use Application Checklist that is attached
- ☒ Formal Land Use Application Deposit in the amount of \$ **10,000**

APPLICATION AND FEE AGREEMENT:

The Black Hawk Adopted Fee Schedule and Section 16-370 of the Black Hawk Municipal Code establishes the requirement for applicants to pay fees to cover the costs the City may incur by having City approved consultants evaluate and process applications.

I, as the applicant, hereby certify that I believe to the best of my knowledge that all information supplied with this application is true and accurate and that consent of the property owner listed above, without which the requested action cannot lawfully be accomplished, has been granted. Permission is also hereby granted to the City of Black Hawk staff and their consultants to physically enter upon and inspect the subject property and take photographs as necessary for preparation of the case. In addition, by signing this application I am agreeing that I am authorized to sign on behalf of the property owner, or business-owner and commit to deposit the sum of \$ **10,000** to be used to pay the City's expenses to review, evaluate and process the Application ("Deposit"), which funds may be used to pay the cost of third-party consultants plus fifteen percent (15%) of such actual costs for City staff administrative costs and supplies. **I understand that if Formal Land Use Application costs exceed the amount collected, the City will invoice me, as the applicant, for the additional consultant cost plus a 15% administrative fee.** I additionally agree that I am not acquiring any rights by virtue of the payment of the City's expenses.

Submit Formal Land Use Applications to: **COAC@cityofblackhawk.org**

Applicant's Signature **Peter Weber** Digitally signed by Peter Weber
DN: c=US, E=pweber@coburnpartners.com, O=Coburn Partners, CN=Peter Weber
Reason: I agree to the terms defined by the placement of my signature on this document
Date: 2021.09.21 17:33:17-0600

Date **9.21.21**

FOR CITY USE ONLY: Received by: **Vince Harris**

Date: **10/1/2021**

PROXIMO DISTILLERS, LLC
333 WASHINGTON STREET
JERSEY CITY, NEW JERSEY 07302

21 Sep 2021

CITY OF BLACK HAWK
Community Planning and Development
211 Church Street
P.O. Box 68
Black Hawk, CO 80422
(303) 582-0615

RE: Letter of Authorization for Coburn Architecture

Please accept this Letter of Authorization on behalf of Proximo Distillers, LLC, as official notice to you that Coburn Architecture has the power and authority to pursue the Annexation and PUD of Proximo Distillers, LLC's property, within Gilpin County, Colorado, and within the Black Hawk growth boundary

If you have any questions, comments or concerns regarding this matter, please do not hesitate to contact me. Thank you very much.

AGENT'S NAME Peter T. Macca TITLE: Director of Operations

The foregoing instrument was acknowledged before me this 24 day of September 2021 AD

by Peter T. Macca as authorized of Proximo Distillers, LLC,
a Colorado Limited Liability Company

State of CO and County of Denver

Witness my hand and official seal
My commission expires 04/07/2024

Netra Raj Neupane

Notary Public

303 S Broadway Ste 200
Address

Denver, CO 80209



Frascona, Joiner, Goodman and Greenstein, P.C.

Oliver E. Frascona (1947-2014)

Jonathan A. Goodman

Gregg A. Greenstein

Cynthia M. Manzano

Jonathan H. Sargent

Michael A. Smeenk

Jordan C. May

Britney Beall-Eder

Zachary A. Grey

Attorneys at Law

A Professional Corporation

4750 Table Mesa Drive, Boulder, Colorado 80305-5541

Telephone (303) 494-3000 Facsimile (303) 494-6309

www.frascona.com harmon@frascona.com

of Counsel

Gary S. Joiner

G. Roger Bock

Karen J. Radakovich

Jesse H. Witt

Elizabeth S. Marcus

Benjamin J. Daniels

Jeffrey M. Glotzer

November 12, 2021

Cynthia Linker
Community Planning and Development Administrator
211 Church Street
Black Hawk, CO 80422

Harmon W. Zuckerman

C. Andrew Meyer

Brittaney D. McGinnis

Phillip M. Khalife

Caroline B. Veltri

Ekaterina Kamenetsky

Andrew B. Pipes

Re: "Bulge" Annexation Petition and Application for 1st Amendment to the Lake
Gulch Whiskey Resort PUD

Dear Ms. Linker:

This law firm represents Proximo Distillers, LLC ("**Proximo**" or the "**Applicant**"), a major producer and importer of distilled spirits and the owner of Denver's Stranahan's Colorado Whiskey and numerous other established national and international brands. One of these brands is Tincup Whiskey, and Proximo is proposing to develop the "Lake Gulch Whiskey Resort" ("**LGWR**" or the "**Project**") as the new home of Tincup in Black Hawk. This would involve construction of a distillery to produce and bottle Tincup, along with several barrelhouses, a visitor's center, guesthouse and cabins, a restaurant, event space, retail, parking, and an array of outdoor activities focused on both active and passive recreation.

More than three years ago, Proximo found the Richest Square Mile Ranch ("**RSM**"), an approximately 335-acre property located below Miner's Mesa, and identified it as the ideal site for Tincup Whiskey's new home. The RSM was then in unincorporated Gilpin County. In 2020, Proximo purchased the RSM and, in cooperation with the City of Black Hawk ("**Black Hawk**" or the "**City**"), annexed and zoned a major portion of the property.

With the attached "Bulge" Annexation Petition and Application for 1st Amendment to the Lake Gulch Whiskey Resort Planned Unit Development (the "**LGWR PUD**"), the Applicant is requesting to annex and zone the remainder of the RSM to support the Project.

November 12, 2021

Page 2 of 6

The PROJECT

Proximo's vision is to create a great, authentic whiskey in a great, authentic place by building a new, state-of-the-art whiskey distillery in the mountains of Colorado. The distillery would be a destination attraction and would benefit Black Hawk by identifying it as the home of the brand. Visitors would be welcomed both to observe the production and enjoy the product; the distillery and visitor experience would bring in a unique tourism target group. It is anticipated that a high percentage of visitors would visit Black Hawk's other attractions before or after the distillery. Proximo believes that the Project would complement and diversify Black Hawk's economy, contribute to the community achieving its planning goals, and fit with the rugged image, mountain lifestyle, and mining heritage of the area.

To complement its surroundings, the Project would always hew to the philosophy of *Distilling in Place*. Distilling in Place is a way to create authenticity through the relationship between a whiskey and where it is made. One way to cement that relationship is through the use of compelling architecture that respects and furthers the architectural heritage of Black Hawk. Some concept examples of the future Tincup distillery and visitor's center are below:



November 12, 2021

Page 3 of 6



Another way for the Project to complement its surroundings is by respecting the natural landscape as shown in the photograph below:



As is evident from the conceptual site plan below, the majority of the area which supports the Project would remain in its natural state:

November 12, 2021

Page 4 of 6



The Tincup distillery project is a labor of love for Proximo. There is an ample supply of light industrial property in the Front Range with easy access, more cooperative weather, and ready utilities. Nonetheless, the Applicant is dedicated to completing this project in this location, because doing so will result in a one-of-a-kind destination and production facility highlighting Tincup Whiskey, Black Hawk, and Colorado proudly within the portfolio of Proximo's brands.¹

At completion, the Project is expected to result in over 40 direct net-new full-time equivalent jobs and over \$50,000,000 in capital investment. The distillery is envisioned as a

¹ Proximo's portfolio of brands includes the world's largest selling tequila, Jose Cuervo®, as well as 1800® Tequila, Bushmills® Irish Whiskey, The Kraken® Black Spiced Rum, Pendleton® Canadian Whisky, Three Olives® Vodka, Maestro Doble® Tequila, Gran Centenario® Tequila, Creyente® Mezcal, Tincup® American Whiskey, The Sexton® Single Malt Irish Whiskey, Hangar 1® Vodka, Boodles® Gin, Owney's® Rum, Matusalem® Rum, Agavero® Liqueur, Stranahan's® Colorado Whiskey, Black Dirt® Bourbon and Old Camp® Whiskey. Proximo also is the global distribution partner for Proper No. Twelve™ Irish Whiskey. In addition, Proximo and its affiliates have a substantial track record of operating successful state-of-the-art distilleries with authentic visitor experiences. These facilities include the Old Bushmills Distillery in Northern Ireland, which receives over 150,000 visitors per year. Stranahan's Distillery in Denver, CO is ranked by Trip Advisor as the #1 thing to do in Denver and was recently named by Yelp as the #1 whiskey bar in America.

November 12, 2021

Page 5 of 6

destination attraction and would benefit Black Hawk by identifying it as the home of the brand. We believe that the Project would complement and diversify Black Hawk's economy, contribute to the community's achievement of its planning goals, and fit with the rugged image, mountain lifestyle, and mining heritage of the area.

The APPLICATION

Much groundwork has already been laid to support the attached submittals. On March 25, 2020, the City reviewed Ordinance Nos. 2020-2 through 2020-8 and Ordinance No. 2020-9, approving, respectively, Proximo's Annexation Petition and PUD for the 221.9-acre portion of the RSM located north of Lake Gulch Road (the "**First Annexation**"). The 110-plus-acre remainder portion generally located south of Lake Gulch Road and north of the Central City Parkway (the "**Bulge**") was not included, because under the then-effective 1999 Growth IGA, the Bulge was within Central City's Growth Area and could not be annexed into Black Hawk. In the summer of 2020, however, the signatories to the 1999 Growth IGA² executed a new IGA. Under the new IGA, the Bulge is within the Black Hawk Growth Area and can be annexed into the City.

On October 12, 2020, we submitted the Pre-Land Use Application to Black Hawk for the "Bulge" Annexation Petition and Application for 1st Amendment to the LGWR PUD. In the interim, the Applicant has continued to refine project plans and engage in multiple activities which are beneficial and necessary to the success of the LGWR PUD. For examples:

- Proximo has obtained ownership of parcels with major strategic value to the Project, which parcels were owned by third parties and not conveyed in the original purchase of the RSM.
- Per the Annexation Agreement approved on March 25, 2020, Black Hawk and Proximo have completed a mutually-beneficial land swap, allowing Proximo to further consolidate its holdings in the project area, while the City was able to obtain land with high conservation and outdoor recreation value.
- In May 2021, the City and Proximo made an agreement whereby Proximo contributed significantly to the cost of a public infrastructure project that includes construction of a new sanitary sewer main line from Gregory Hill to the sewer line in Highway 119 extending down to the treatment plant on Highway 119 near to Highway 6. This guarantees that the Applicant will be able to connect to an efficient wastewater system which has the capacity to serve the LGWR PUD.

² Black Hawk, Central City, Gilpin County, and the Black Hawk-Central City Sanitation District

November 12, 2021

Page 6 of 6

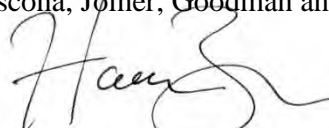
- Proximo has been working with Black Hawk to design multiple road improvements to serve the Project and the Gregory Hill area.

Now, and as contemplated under the First Annexation, Proximo is submitting to Black Hawk an Annexation Petition to annex the Bulge into the City. Simultaneously with this, Proximo is submitting submit an application to amend the LGWR PUD to include the Bulge. The concept underlying the 1st Amendment to the LGWR PUD is that the addition of the Bulge will simply increase the size of, and the development potential within, the PUD by about 50%. For example, current PUD caps commercial/light industrial building square footage to 500,000 square feet, and the amended PUD would allow 800,000 square feet. The general provisions, development guidelines and standards, and permitted uses would all remain the same, subject to certain new limitations specific to the Bulge area.

The Annexation Petition and Annexation Maps have been submitted in compliance with the Colorado annexation statutes, the City's Municipal Code, and the new IGA. The PUD application and map materials are submitted in compliance with applicable Code and the new IGA. Both the proposed Annexation and the PUD support the policies and principles embodied in the Black Hawk Comprehensive Plan, in that the Project would improve the sustainability of the area through expansion of recreational and non-gaming activities (see Policy EST-3.1), significant improvements in utility infrastructure (see Policies EST-4.1 and 4.2), and contribution to the overall health and vitality of Black Hawk (see Policies LU-2.1 through 2.3). The Project would also support many Comp Plan principles, including PRINCIPLE LU-4: *Encourage the orderly annexation of the land within the Black Hawk Growth Area*.

Based on the foregoing, Proximo respectfully requests that Black Hawk approve the proposed Annexation and PUD amendment. We look forward to continuing our exciting and mutually-beneficial collaboration with you.

Sincerely yours,
Frascona, Joiner, Goodman and Greenstein, P.C.

A handwritten signature in black ink, appearing to read 'Harmon W. Zuckerman', written over a light blue horizontal line.

By: Harmon W. Zuckerman, Esq.

Gilpin County Commissioners
County of Gilpin
203 Eureka Street
P.O. Box 429
Central City, Colorado 80427
(Via Hand Delivery)

November 17, 2021

RE: City of Black Hawk Annexation Case – Annexation 8 thru 18
Lake Gulch Whiskey Resort – Annexation Impact Report

Dear Commissioners,

Pursuant to CRS 31-12-108.5 here is the delivery of an Annexation Impact Report for said annexations to the City of Black Hawk scheduled for a public hearing on December 8, 2021 at 3pm in the Council Chambers at 211 Church Street. Delivery of such report to the Gilpin County Commissioners is to be 25 days ahead of the public Hearing.

Sincerely,



Vincent Harris, AICP – Principal
Baseline Engineering Corporation
Contract Planner for the City of Black Hawk

CC. Corey Y. Hoffmann, City Attorney
Stephen N. Cole, City Manager
Cynthia L. Linker – Community Planning and Development Director



City of Black Hawk

**Lake Gulch Whiskey Resort
Annexations 8-18
Annexation Impact Report**

November 18, 2021

Report Prepared by:



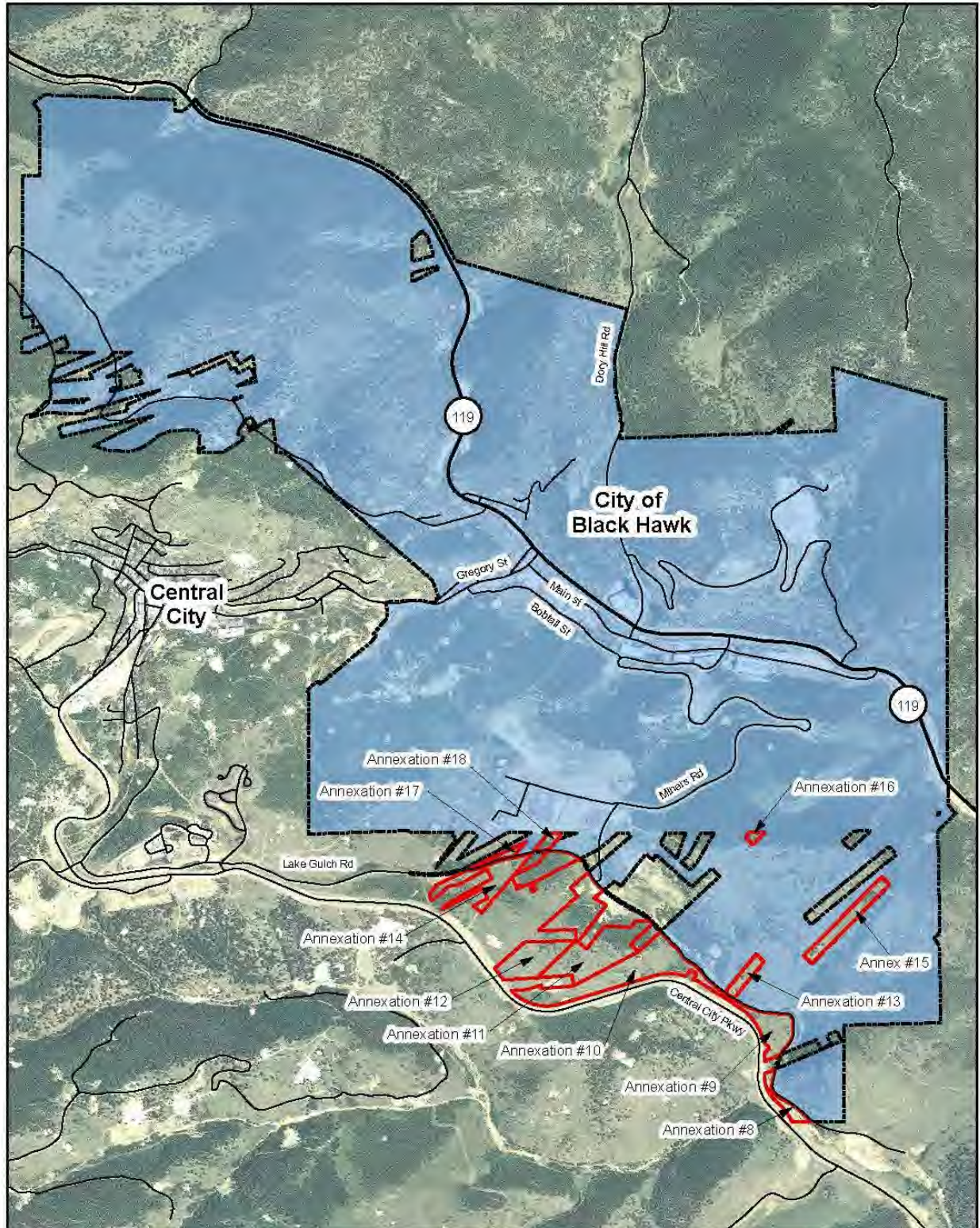
Introduction

Proximo Distillers, LLC has submitted petitions (dated September 21, 2021) to annex property consisting of approximately 75 acres (more or less) into the City of Black Hawk. The proposed area is generally vacant and includes numerous parcels to the south of a geographical area of the City commonly referred to as Gregory Hill (previously referred to as Miners Mesa). Eleven annexation petitions were submitted. Refer to Exhibits A and B for maps of the area. The eleven annexations are known as Lake Gulch Whiskey Resort Annexations 8 through 18.

The proposed annexation consists of portions of both Sections 17 and 18, Township 3 South, Range 72 West of the 6th Principal Meridian. The property proposed to be annexed is generally bounded to the south and west by Central City Parkway and to the north by Miners Road and the existing Black Hawk city limits. Lake Gulch Road extends through the middle of the area. The eleven annexations build upon and fill in gaps around Lake Gulch Whiskey Resort Annexations 1 through 7, which were annexed to the City of Black Hawk in 2020. See Exhibits A and B in the Appendix for existing and proposed city boundaries.

A map showing the present streets and utilities in the vicinity of the proposed annexation is included in Exhibit F.

Lake Gulch Whiskey Resort Annexation 8-18
Annexation Impact Report



Shaded blue area indicated existing City of Black Hawk City Limits, Red outline is proposed annexation areas.

Gas

The property proposed to be annexed lies within the service area of Public Service Company of Colorado dba Xcel Energy. At the time of development, costs to extend gas services will be financed by the petitioner and/or developer.

Electricity

The property proposed to be annexed lies within the service area of Public Service Company of Colorado dba Xcel Energy. At the time of development, costs to extend electrical services will be financed by the petitioner and/or developer.

Water

The City of Black Hawk has a water distribution system to serve its community. The City of Black Hawk Water Department has existing water lines in the area and new main line extension and taps and private service lines can be accommodated. At the time of development, costs to extend water services will be financed by the petitioner and/or developer.

Fire Protection and Public Safety

The property proposed to be annexed is currently within the Timberline Fire Protection District. The existing boundaries of Timberline are shown in Exhibit C. Once annexed to the City of Black Hawk, the City's Fire and Police Departments will assume the property into its own service area for fire and emergency response services. The City of Black Hawk and the petitioner and/or developer will work with Timberline Fire Protection District to have the lands withdrawn from the Timberline district.

Sewer

The property proposed to be annexed is not within the boundaries of a sanitation district. The petitioner has indicated its intent to annex all or a portion of its property into the Black Hawk-Central City Sanitation District (BHCCSD). The existing boundaries of BHCCSD are shown in Exhibit D. A letter from BHCCSD indicating its availability to service the property is provided in Exhibit E.

At the time of development, costs to extend sewer services will be financed by the petitioner and/or developer. BHCCSD has indicated that the landowner will be able to annex the property into the District and the District will be able to provide sanitation services.

Streets

The property proposed to be annexed is accessed via Lake Gulch Road and Miners Road. Central City Parkway abuts the southern side of the property proposed to be annexed. Any roads annexed into the City of Black Hawk will be maintained by the City of Black Hawk. See Exhibit F.

School District

The property proposed to be annexed lies within the Gilpin County RE-1 School District. The specific impacts will be determined during review of future phases. Such reviews may include subdivision platting and/or site development plans. The proposed Lake Gulch Whiskey Resort Amendment 1 Planned Unit Development allows for a single residential unit. It is anticipated that the school district will receive additional property tax revenue over time with the land improvements, but will receive minimal impacts of essentially none to a very minute number of students from a maximum of one housing unit.

Districts

Taxing districts that currently cover the Lake Gulch Whiskey Resort Annexation properties include the following:

- Timberline Fire Protection District
- Gilpin County RE-1 School District
- General Fund for Gilpin County

DRAFT Annexation Agreement

A copy of the DRAFT annexation agreement is attached. See Exhibit G.

Requirements

This annexation impact report for the proposed Lake Gulch Whiskey Resort Annexations 8 through 18 to the City of Black Hawk, Colorado has been prepared as required by the Colorado Municipal Annexation Act of 1965, as amended, and the City of Black Hawk Municipal Code.

Appendix

- Exhibit A – Existing City Boundary Map
- Exhibit B – Proposed City Boundary Map
- Exhibit C – Timberline Fire Protection District Boundary Map
- Exhibit D – Black Hawk Central City Sanitation District Boundary Map
- Exhibit E – Black Hawk Central City Sanitation District Availability of Sanitary Service
- Exhibit F – Existing Utility & Street Map
- Exhibit G – DRAFT Annexation Agreement

Exhibit A
Existing City Boundary

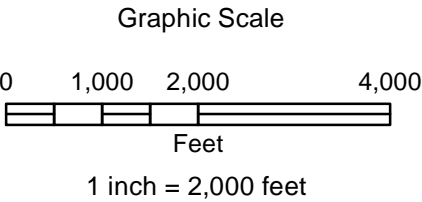
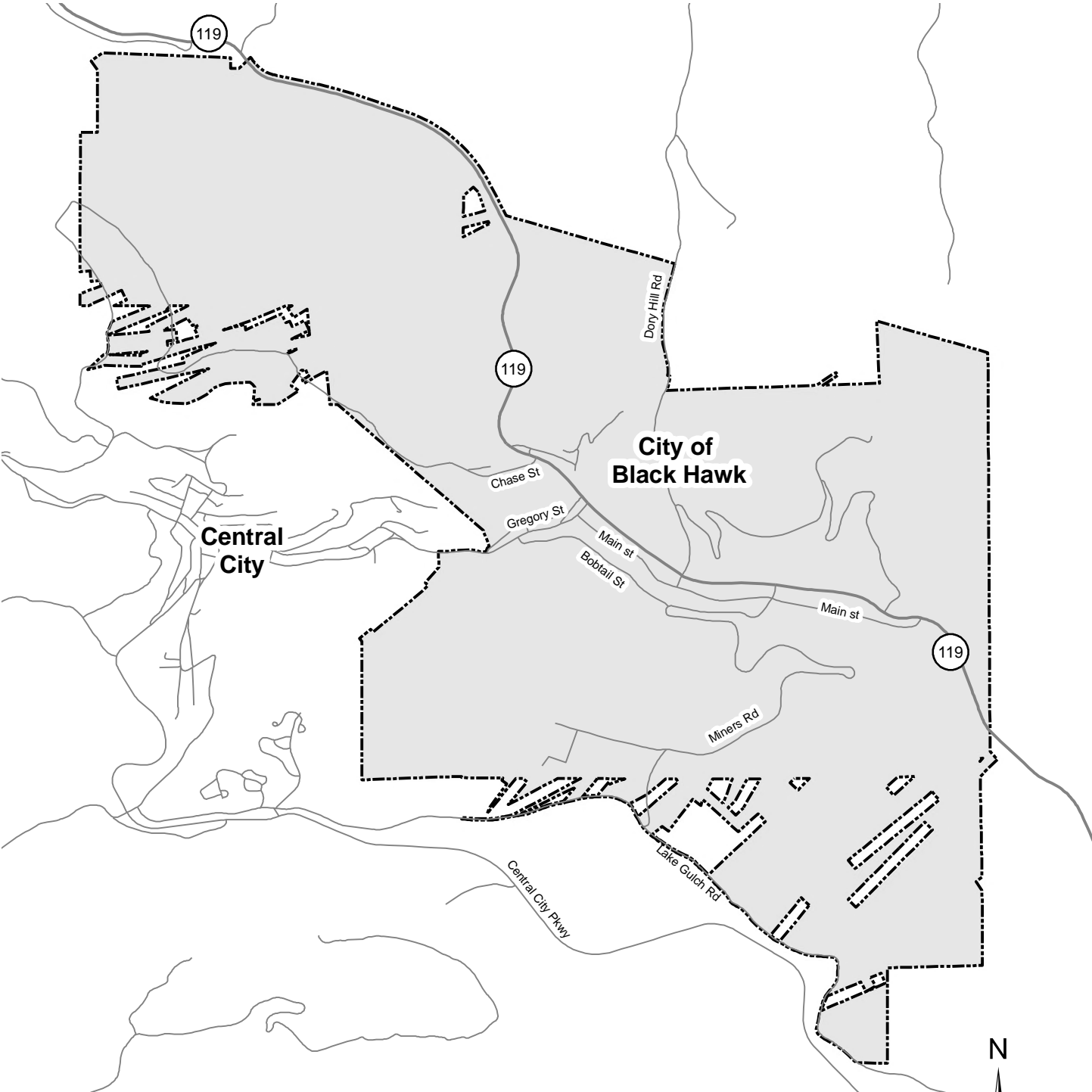


Exhibit B
Proposed City Boundaries

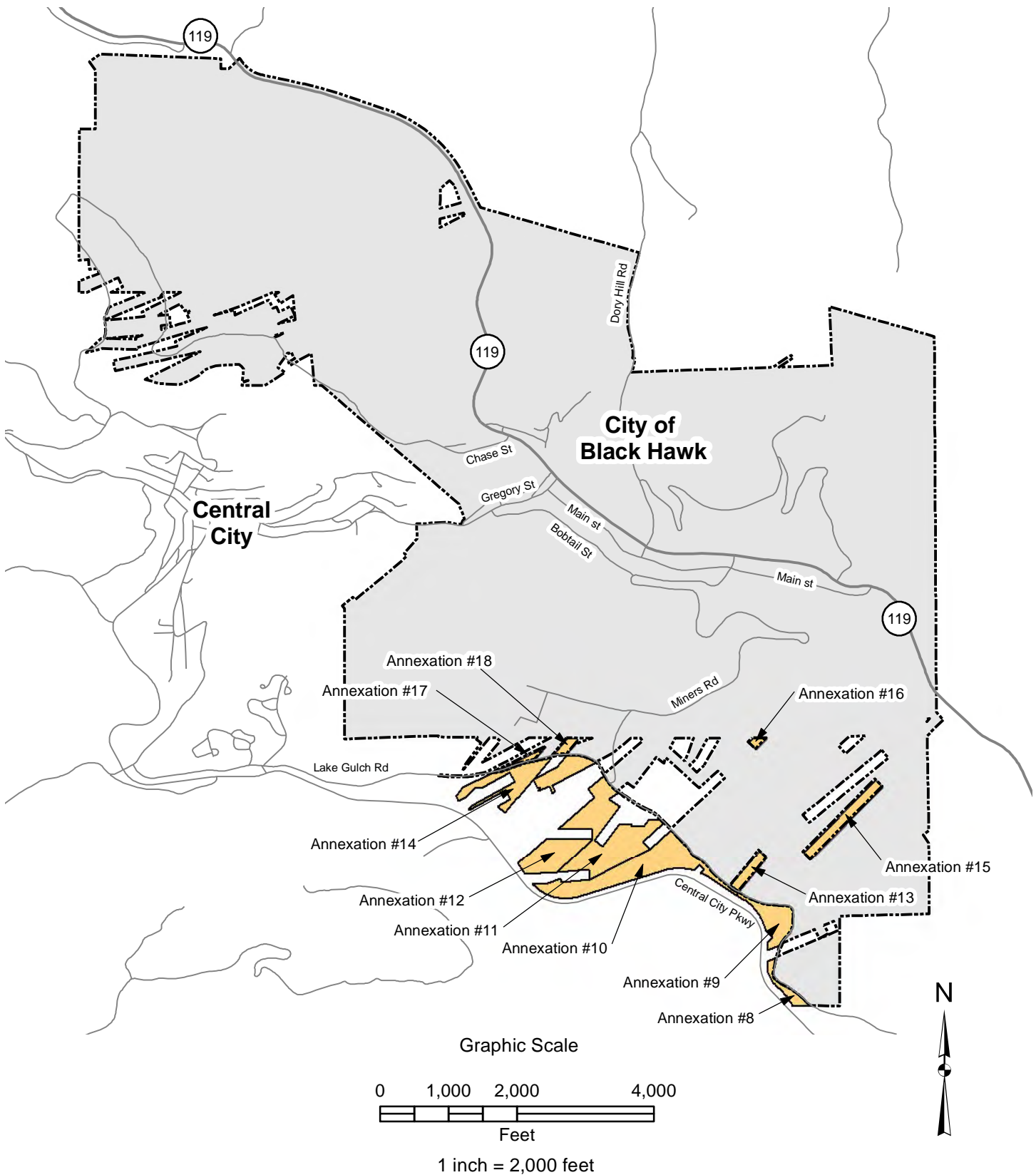
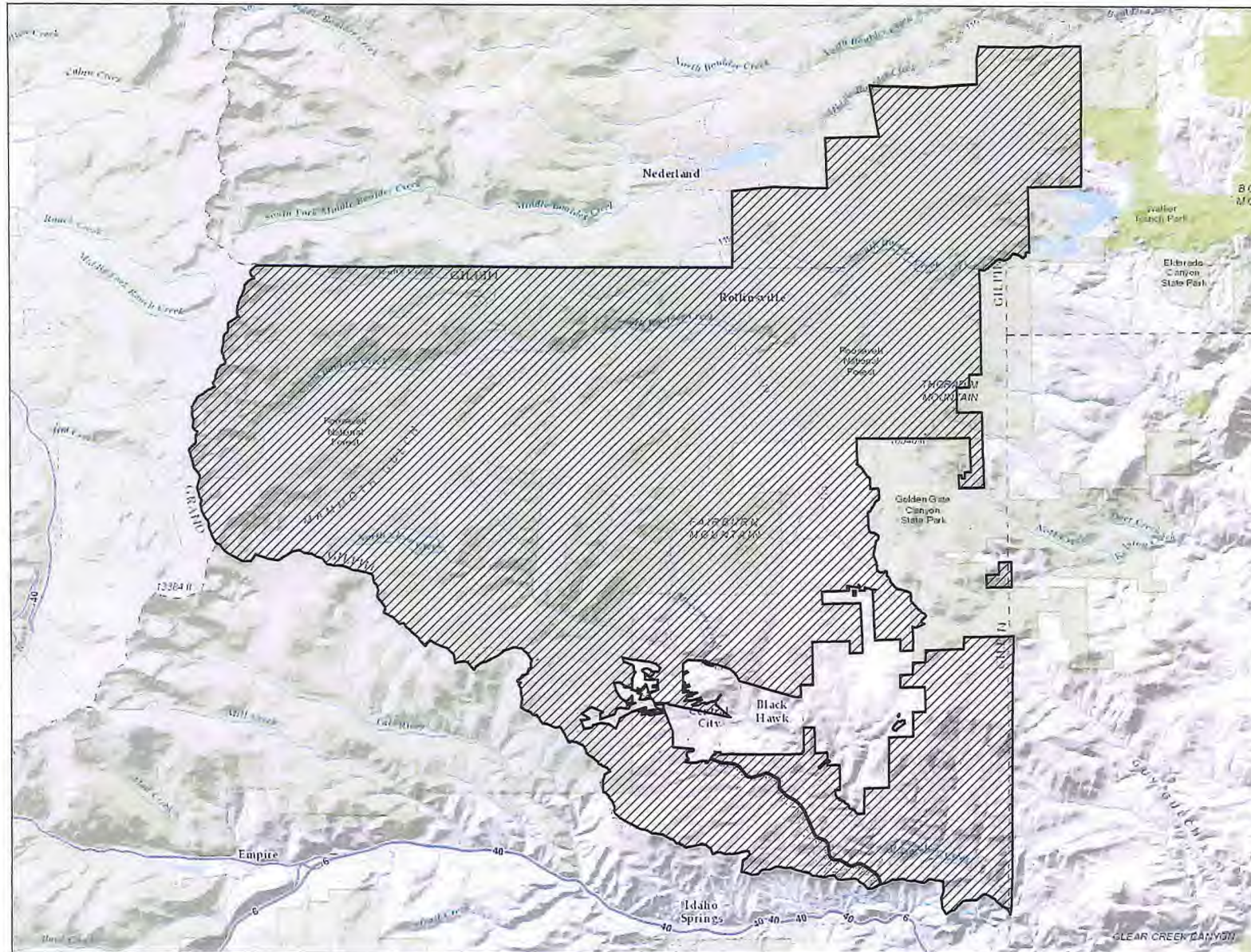


Exhibit C



Timberline Fire Protection District

Legend



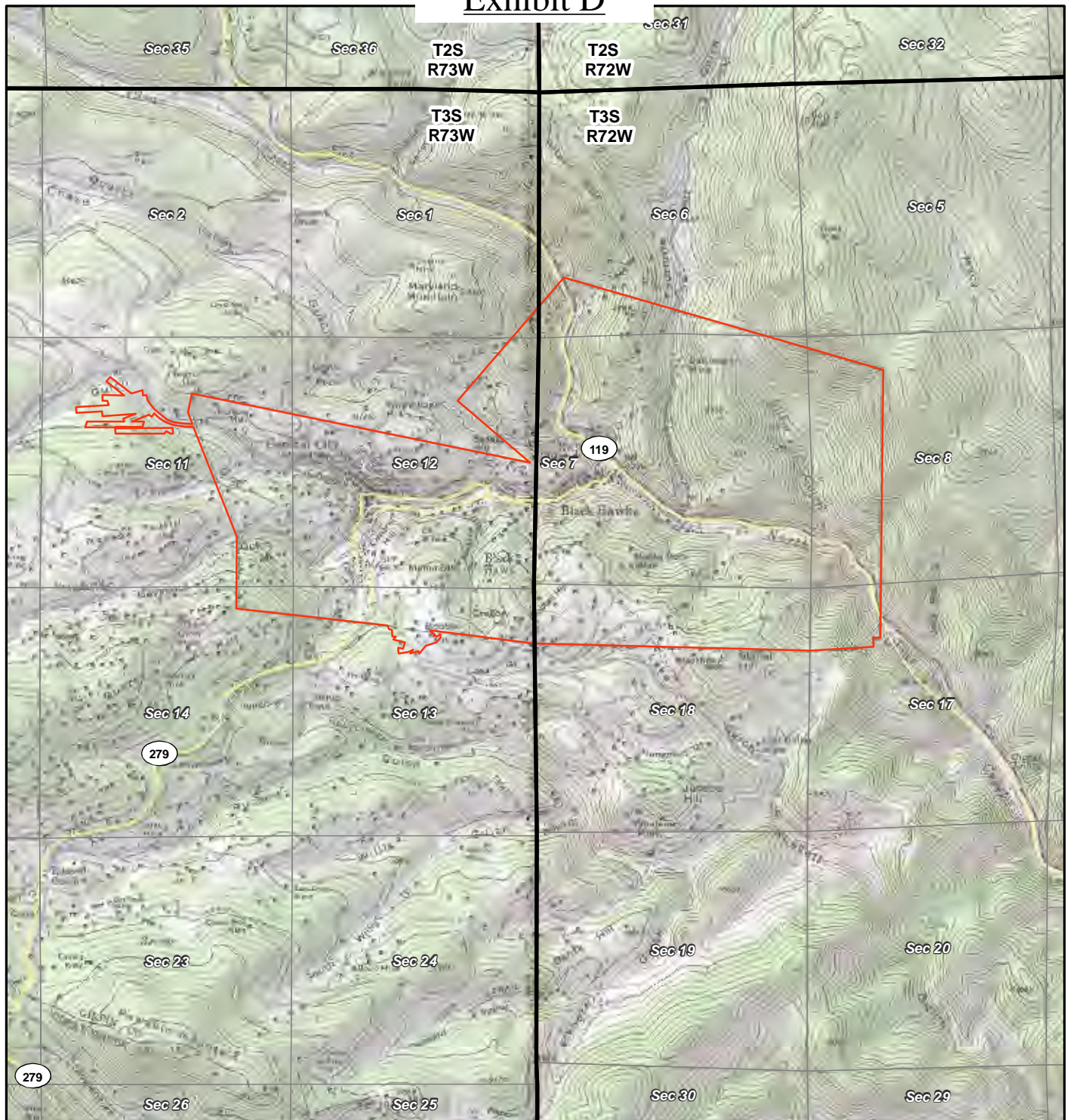
District Boundary

*This district boundary includes
US Forest Service lands which
are excluded.*





0 1 2 4 Miles
0 1.25 2.5 5 Kilometers
NAD 1983 StatePlane Colorado North FIPS 0501 Feet
Prepared by: Digital Data Services, Inc. (DDS)
Date: 10/26/2017

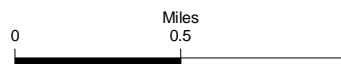
DDS makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially nor temporally accurate or fit for a particular use. The depiction of features is representative not authoritative. Notification of any errors will be appreciated.

Exhibit D



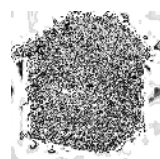
Substantial efforts have been made to accurately compile GIS data and documentation. Accuracy is not guaranteed. This product is for reference purposes only and is not to be construed as a legal document or survey instrument.

-  Black Hawk / Central City Sanitation District (December 2009)
-  Township and Range
-  Sections
-  Highways



DECEMBER 2009

BLACK HAWK / CENTRAL CITY SANITATION DISTRICT



Black Hawk/Central City Sanitation District
P.O. Box 362, Black Hawk, CO 80422
(303) 582-3422 Office
(303) 582-3424 Fax

Exhibit E

BLACK HAWK / CENTRAL CITY SANITATION DISTRICT

135 CLEAR CREEK STREET 2ND FLOOR ■ P.O. BOX 362 BLACK HAWK, CO 80422
PHONE: 303-582-3422 ■ FAX: 303-582-3424



February 21, 2020

Troy Tengwall
Coburn Architecture
Via email: ttengwall@coburnpartners.com

Regarding: Availability of Sanitary Sewer Service – Lake Gulch Whiskey Resort

Dear Troy:

As of this date, the Black Hawk/Central City Sanitation District has sufficient capacity to serve the Lake Gulch Whiskey Resort based on the stated flows of 60,000 gallons of wastewater per day.

Sincerely,

BLACK HAWK/CENTRAL CITY
SANITATION DISTRICT

Lynn M. Hillary
District Administrator

/lmh

Cc: Black Hawk Planning Department

EXHIBIT F

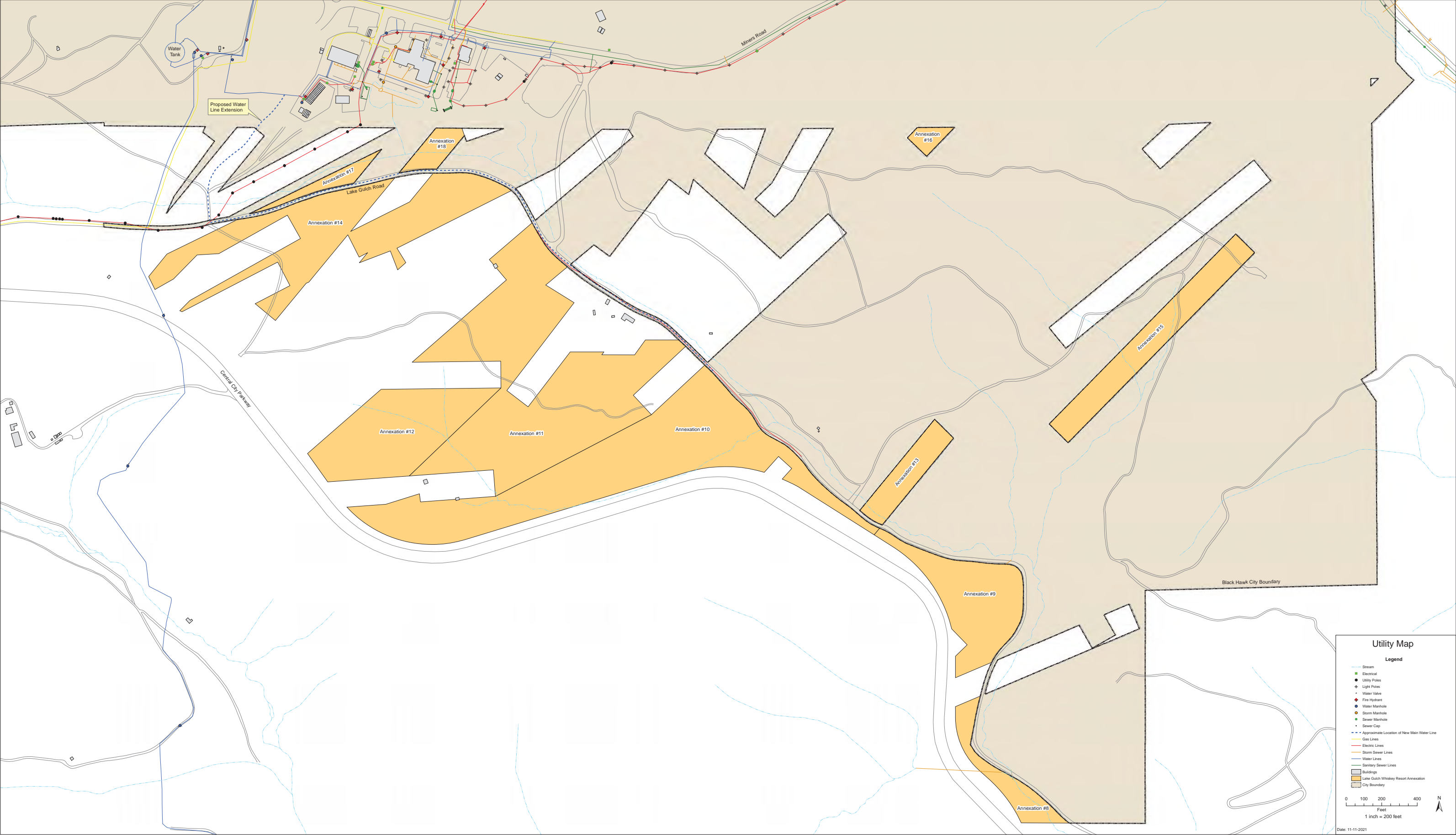


Exhibit G
DRAFT Annexation Agreement





NOTICE OF PUBLIC HEARING ON PROPOSED ANNEXATION

Notice is hereby given that the Black Hawk City Council shall hold a public hearing upon Resolution No. 67-2021 for the purpose of determining and finding whether the area proposed to be annexed meets the applicable requirements of Section 30 of Article II of the State Constitution and Colorado Revised Statutes Sections 31-12-104 and 31-12-105, and is considered eligible for annexation.

The public hearing is to be held before the Black Hawk City Council on December 8, 2021, at 3:00 p.m., or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk City Council Chambers located at 211 Church Street, Black Hawk, Colorado 80422.

ALL INTERESTED PARTIES MAY ATTEND.

A complete copy of Resolution No. 67-2021 including a legal description of the proposed property to be annexed is set forth in full below:

STATE OF COLORADO COUNTY OF GILPIN CITY OF BLACK HAWK Resolution No. 67-2021

TITLE: A RESOLUTION ACCEPTING THE PETITIONS FOR ANNEXATION AND ESTABLISHING DECEMBER 8, 2021, AS THE DATE OF PUBLIC HEARING ON THE REQUESTED ANNEXATION OF A PARCEL OF UNINCORPORATED TERRITORY LOCATED IN THE COUNTY OF GILPIN (LAKE GULCH WHISKEY RESORT ANNEXATION NO. 8)

WHEREAS, the owner of unincorporated territory, comprising more than fifty percent (50%) of the area proposed for annexation pursuant to C.R.S. § 31-12-107, has filed a petition for annexation of a certain unincorporated property to the City (the "Petition"), which territory is more particularly described in EXHIBIT A;

WHEREAS, C.R.S. § 31-12-108 requires that the City accept the Petition and establish a date, time, and place that the City Council will hold a public hearing to consider the annexation and the various requirements of Title 31, Article 12, C.R.S.;

WHEREAS the City Council, at its regular meeting on October 13, 2021, reviewed the Petition and various documents submitted in support of the Petition;

WHEREAS, the City Council has examined the record in this case and the various exhibits; has considered the request, the Comprehensive Plan, and the recommendations of the staff; and based upon the record which has been made concerning the request, has arrived at its decision; and

WHEREAS, it has been found and determined that the applicant has substantially complied with all the procedural requirements as provided in Title 31, Article 12, C.R.S., in connection with the Petition.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. The Petition is hereby accepted and found to be in substantial compliance with the requirements of Title 31, Article 12, C.R.S.

Section 2. That a public hearing to consider the Petition is scheduled for December 8, 2021, at 3:00 p.m., at the Council Chambers of the City of Black Hawk, which is located at 211 Church Street, Black Hawk, Colorado, 80422, to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Sec-

tion 30, as amended.

Section 3. Any person living within the area proposed to be annexed, any landowner of lands thereof, any resident of the municipality to which the area is proposed to be annexed, any municipality located within one mile of the proposed annexation, or the Board of County Commissioners of Gilpin County, may appear at such hearing and present evidence upon any matter to be determined by the City Council.

RESOLVED AND PASSED this 13th day of October, 2021.

/s/ David D. Spellman, Mayor

ATTEST:

/s/ Melissa A. Greiner, CMC, City Clerk

Name of Publication:
Weekly Register-Call
First Publication: 11/4/2021
Second Publication: 11/11/2021
Third Publication: 11/18/2021
Fourth Publication: 11/25/2021
Last Publication: 12/2/2021

EXHIBIT A Annexation Plat No. 8

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 68° 57' 51" E a distance of 5,143.78 feet to a point of intersection of the easterly right-of-way of the Central City Parkway with line 2-3 of the Rickard Lode, US Mineral Survey No. 16283, being the Point of Beginning.

thence along said line 2-3 of the said Rickard Lode N 67° 02' 38" E a distance of 151.48 feet to the point of intersection with the westerly edge of Lake Gulch Road, County Road 6;

Thence along said westerly edge of Lake Gulch Road the following 29 courses:

1. S 13° 41' 03" W a distance of 8.03 feet;
2. S 14° 06' 12" W a distance of 47.47 feet;
3. S 11° 45' 46" W a distance of 30.01 feet;
4. S 13° 18' 52" W a distance of 16.19 feet;
5. S 10° 22' 47" W a distance of 30.89 feet;
6. S 09° 29' 42" W a distance of 29.84 feet;
7. S 11° 50' 43" W a distance of 31.10 feet;
8. S 11° 03' 12" W a distance of 31.96 feet;
9. S 10° 04' 56" W a distance of 25.32 feet;
10. S 11° 08' 36" W a distance of 28.47 feet;
11. S 32° 41' 53" E a distance of 45.93 feet;
12. S 44° 08' 01" E a distance of 32.98 feet;
13. S 52° 04' 36" E a distance of 29.05 feet;
14. S 54° 42' 27" E a distance of 53.29 feet;
15. S 58° 03' 45" E a distance of 31.69 feet;
16. S 59° 18' 04" E a distance of 26.18 feet;
17. S 63° 19' 05" E a distance of 29.46 feet;
18. S 60° 16' 48" E a distance of 29.96 feet;
19. S 61° 39' 09" E a distance of 33.24 feet;
20. S 61° 28' 38" E a distance of 32.24 feet;
21. S 55° 46' 17" E a distance of 28.96 feet;
22. S 56° 17' 05" E a distance of 38.09 feet;
23. S 51° 45' 51" E a distance of 56.22 feet;
24. S 48° 44' 08" E a distance of 90.36 feet;
25. S 45° 53' 24" E a distance of 47.21 feet;
26. S 43° 37' 26" E a distance of 41.82 feet;
27. S 45° 38' 04" E a distance of 26.06 feet;
28. S 49° 36' 04" E a distance of 30.59 feet;
29. S 53° 53' 44" E a distance of 14.21 feet to the point of intersection with the south line of the southeast $\frac{1}{4}$ of Section 18;

thence N 89° 44' 17" W along said southeast $\frac{1}{4}$ of Section 18 a distance of 269.81 feet to the easterly right-of-way of Central City Parkway;
Thence along said easterly right-of-way of the Central City Parkway the following 4 (four) courses:
1. along a non-tangent curve concave to the southwest having a central angle of 23° 07' 24", a radius of 760.00 feet, an arc distance of 306.72 feet and a chord bearing N 36° 26' 18" W a chord distance of 304.64 feet;
2. N 48° 00' 00" W a distance of 77.39 feet;
3. along a curve concave to the northwest, having a central angle of 48° 00' 00", a radius of 400.00 feet, an arc distance of 335.10 feet;
4. thence N 00° 00' 00" E a distance of 60.75 feet to the Point of Beginning, containing 2.17 acres more or less.

NOTICE OF PUBLIC HEARING ON PROPOSED ANNEXATION

Notice is hereby given that the Black Hawk City Council shall hold a public hearing upon Resolution No. 68-2021 for the purpose of determining and finding whether the area proposed to be annexed meets the applicable requirements of Section 30 of Article II of the State Constitution and Colorado Revised Statutes Sections 31-12-104 and 31-12-105, and is considered eligible for annexation.

The public hearing is to be held before the Black Hawk City Council on December 8, 2021, at 3:00 p.m., or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk City Council Chambers located at 211 Church Street, Black Hawk, Colorado 80422.

ALL INTERESTED PARTIES MAY ATTEND.

A complete copy of Resolution No. 68-2021 including a legal description of the proposed property to be annexed is set forth in full below:

STATE OF COLORADO COUNTY OF GILPIN CITY OF BLACK HAWK Resolution No. 68-2021

TITLE: A RESOLUTION ACCEPTING THE PETITIONS FOR ANNEXATION AND ESTABLISHING DECEMBER 8, 2021, AS THE DATE OF PUBLIC HEARING ON THE REQUESTED ANNEXATION OF PARCELS OF UNINCORPORATED TERRITORY LOCATED IN THE COUNTY OF GILPIN (LAKE GULCH WHISKEY RESORT ANNEXATION NOS. 9-12)

WHEREAS, the owner of unincorporated territory, comprising more than fifty percent (50%) of the area proposed for annexation pursuant to C.R.S. § 31-12-107, have filed four (4) petitions for annexation of a certain unincorporated property to the City (collectively referred to as the "Petitions"), which territory is more particularly described in EXHIBIT A, attached to each Petition;

WHEREAS, C.R.S. § 31-12-108 requires that the City accept the Petitions and establish a date, time, and place that the City Council will hold a public hearing to consider the annexation and the various requirements of Title 31, Article 12, C.R.S.;

WHEREAS the City Council, at its regular meeting on October 13, 2021, reviewed the Petitions and various documents submitted in support of the Petitions;

WHEREAS, the City Council has examined the record in this case and the various exhibits; has considered the request, the Comprehensive Plan, and the recommendations of the staff; and based upon the record which has been made concerning the request, has arrived at its decision; and

WHEREAS, it has been found and determined that the applicant has substantially complied with all the procedural requirements as provided in Title 31, Article 12, C.R.S., in connection with the Petitions.

WHEREAS

Section 1. The Petitions are hereby accepted and found to be in substantial compliance with the requirements of Title 31, Article 12, C.R.S.

Section 2. That a public hearing to consider the Petitions is scheduled for December 8, 2021, at 3:00 p.m., at the Council Chambers of the City of Black Hawk, which is located at 211 Church Street, Black Hawk, Colorado, 80422, to determine if the proposed annexations comply with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

Section 3. Any person living within the area proposed to be annexed, any landowner of lands thereof, any resident of the municipality to which the

—Continued from previous page—

area is proposed to be annexed, any municipality located within one mile of the proposed annexation, or the Board of County Commissioners of Gilpin County, may appear at such hearing and present evidence upon any matter to be determined by the City Council.

RESOLVED AND PASSED this 13th day of October, 2021.

/s/ David D. Spellman, Mayor

ATTEST:

/s/ Melissa A. Greiner, CMC, City Clerk

Name of Publication:
Weekly Register-Call
First Publication: 11/4/2021
Second Publication: 11/11/2021
Third Publication: 11/18/2021
Fourth Publication: 11/25/2021
Last Publication: 12/2/2021

EXHIBIT A

Annexation Plat No. 9

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 70° 40' 20" E a distance of 5,087.72 feet to a point of intersection of the easterly Right-of-Way line of the Central City Parkway with line 4-1 of the Rickard Lode, US Mineral Survey No. 16283, being the Point of Beginning.

Thence along said Easterly Right-of-Way line the following 2 courses:

1. N 00° 00' 00" E, a distance of 96.07 feet to a point of curvature;
2. 24.98 feet along the arc of a curve to the left, with a radius of 760.00 feet, a central angle of 01° 53' 01", and whose chord bears N 00° 56' 30" W, a chord distance of 24.98 feet to the point of intersection with line 4-3 of the Pine Tree Lode, Mineral Survey No. 5080;

Thence N 45° 54' 58" E along said line 4-3 of said Pine Tree Lode, a distance of 92.12 feet to corner no. 3 of the said Pine Tree Lode;

Thence N 44° 01' 46" W along line 3-2 of the said Pine Tree Lode, a distance of 125.48 feet to a point of non-tangent curvature being a point on said Easterly Right-of-Way line of the Central City Parkway;

Thence along said Easterly Right-of-Way line the following 3 courses:

1. 583.79 feet along the arc of a curve to the left, with a radius of 760.00 feet, a central angle of 44° 00' 41", an arc distance of 583.79 feet and whose chord bears N 35° 39' 01" W, a chord distance of 569.54 feet;
2. N 57° 39' 21" W a distance of 123.98 feet to the point of intersection with line 1-4 of the Washingtons Day Lode, Mineral Survey No. 11885;
3. N 39° 23' 17" E, along said line 1-4 of said Washingtons Day Lode a distance of 48.50 feet to a point on the Southerly edge of Lake Gulch Road, County Road 6;

Thence along the said Southerly and Westerly edges of Lake Gulch Road the following 49 courses:

1. S 66° 41' 03" E, a distance of 4.28 feet;
2. S 66° 40' 06" E, a distance of 26.08 feet;
3. S 61° 34' 17" E, a distance of 31.12 feet;
4. S 57° 56' 49" E, a distance of 28.94 feet;
5. S 54° 58' 57" E, a distance of 28.22 feet;
6. S 58° 52' 53" E, a distance of 26.50 feet;
7. S 62° 37' 03" E, a distance of 31.29 feet;
8. S 68° 24' 20" E, a distance of 28.25 feet;
9. S 67° 48' 40" E, a distance of 31.66 feet;
10. S 69° 00' 03" E, a distance of 30.35 feet;
11. S 69° 23' 51" E, a distance of 31.56 feet;
12. S 69° 16' 06" E, a distance of 30.63 feet;
13. S 69° 40' 34" E, a distance of 29.91 feet;
14. S 70° 53' 21" E, a distance of 28.78 feet;
15. S 73° 08' 35" E, a distance of 29.67 feet;
16. S 76° 41' 49" E, a distance of 30.74 feet;
17. S 81° 25' 50" E, a distance of 30.35 feet;
18. S 85° 47' 52" E, a distance of 29.04 feet;
19. S 85° 57' 08" E, a distance of 28.87 feet;
20. S 85° 10' 50" E, a distance of 29.07 feet;
21. S 84° 02' 37" E, a distance of 25.38 feet;
22. S 82° 55' 20" E, a distance of 27.67 feet;

23. S 83° 57' 02" E, a distance of 33.15 feet;
24. S 85° 25' 50" E, a distance of 33.93 feet;
25. S 87° 06' 51" E, a distance of 31.81 feet;
26. N 89° 52' 43" E, a distance of 27.21 feet;
27. S 85° 37' 54" E, a distance of 28.02 feet;
28. S 75° 08' 14" E, a distance of 29.40 feet;
29. S 53° 47' 50" E, a distance of 22.16 feet;
30. S 38° 37' 56" E, a distance of 27.41 feet;
31. S 18° 09' 05" E, a distance of 27.17 feet;
32. S 07° 44' 55" E, a distance of 29.96 feet;
33. S 04° 13' 02" E, a distance of 30.37 feet;
34. S 00° 41' 58" W, a distance of 17.64 feet;
35. S 00° 41' 58" W, a distance of 12.88 feet;
36. S 01° 13' 29" W, a distance of 32.59 feet;
37. S 00° 03' 20" E, a distance of 31.86 feet;
38. S 02° 47' 46" W, a distance of 27.09 feet;
39. S 06° 12' 17" W, a distance of 35.66 feet;
40. S 16° 17' 42" W, a distance of 33.64 feet;
41. S 24° 29' 21" W, a distance of 26.96 feet;
42. S 28° 41' 22" W, a distance of 43.15 feet;
43. S 34° 24' 43" W, a distance of 28.10 feet;
44. S 40° 01' 56" W, a distance of 28.32 feet;
45. S 43° 22' 45" W, a distance of 38.09 feet;
46. S 41° 40' 02" W, a distance of 36.10 feet;
47. S 37° 13' 45" W, a distance of 34.41 feet;
48. S 31° 34' 31" W, a distance of 34.81 feet;
49. S 26° 02' 44" W, a distance of 15.85 feet to the point of intersection with said line 4-1 of the Rickard Lode;

Thence S 67° 01' 09" W along said line 4-1 of said Rickard Lode, a distance of 222.82 feet to the Point of Beginning, containing 5.96 acres more or less.

Annexation Plat No. 10

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 62° 11' 51" E a distance of 1,552.51 feet to the point of intersection of the easterly right-of-way of the Central City Parkway with line 4-3 of the Success Lode, US Mineral Survey No. 5280, being the Point of Beginning.

Thence N 85° 47' 47" E along said line 4-3 of said Success Lode a distance of 219.43 feet to the point of intersection with line 3-4 of the Meeker Lode, US Mineral Survey No. 769;

thence N 72° 25' 55" E along said line 3-4 of said Meeker Lode a distance of 198.36 feet to corner No. 4 of said Meeker Lode;

thence S 08° 09' 30" E along line 4-5 of said Meeker Lode a distance of 45.96 feet to the point of intersection with said line 4-3 of said Success Lode;

thence N 85° 47' 47" E along said line 4-3 of said Success Lode a distance of 422.83 feet to corner No. 3 of said Success Lode;

thence N 62° 22' 36" E a distance of 991.81 feet to corner No. 4 of the Tariff Lode, US Mineral Survey No. 966;

thence N 47° 01' 18" E along line 4-3 of said Tariff Lode a distance of 409.50 feet to the southwesterly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of said Lake Gulch Road the following 48 courses:

1. S 44° 25' 34" E a distance of 6.91 feet;
2. S 47° 16' 09" E a distance of 32.68 feet;
3. S 44° 56' 55" E a distance of 25.56 feet;
4. S 42° 17' 50" E a distance of 25.12 feet;
5. S 41° 52' 51" E a distance of 35.49 feet;
6. S 41° 29' 04" E a distance of 32.24 feet;
7. S 41° 30' 58" E a distance of 32.25 feet;
8. S 39° 40' 26" E a distance of 30.55 feet;
9. S 43° 51' 36" E a distance of 32.77 feet;
10. S 47° 25' 27" E a distance of 31.87 feet;
11. S 47° 57' 34" E a distance of 34.89 feet;
12. S 46° 02' 34" E a distance of 24.23 feet;
13. S 38° 52' 14" E a distance of 35.74 feet;
14. S 33° 48' 48" E a distance of 25.62 feet;
15. S 29° 24' 22" E a distance of 26.77 feet;
16. S 30° 56' 40" E a distance of 26.10 feet;
17. S 37° 52' 45" E a distance of 34.89 feet;
18. S 49° 29' 24" E a distance of 30.84 feet;
19. S 59° 21' 59" E a distance of 28.78 feet;
20. S 61° 44' 13" E a distance of 33.99 feet;
21. S 61° 25' 24" E a distance of 33.19 feet;
22. S 59° 58' 24" E a distance of 27.27 feet;
23. S 51° 35' 16" E a distance of 23.97 feet;
24. S 49° 06' 25" E a distance of 25.35 feet;
25. S 45° 20' 47" E a distance of 26.75 feet;
26. S 43° 58' 04" E a distance of 27.46 feet;
27. S 42° 43' 23" E a distance of 29.05 feet;
28. S 37° 44' 53" E a distance of 27.18 feet;
29. S 34° 08' 31" E a distance of 30.52 feet;

30. S 38° 01' 46" E a distance of 27.43 feet;
31. S 42° 12' 45" E a distance of 28.59 feet;
32. S 43° 31' 15" E a distance of 28.69 feet;
33. S 45° 09' 35" E a distance of 28.28 feet;
34. S 47° 37' 34" E a distance of 28.86 feet;
35. S 48° 21' 34" E a distance of 29.28 feet;
36. S 49° 32' 52" E a distance of 31.07 feet;
37. S 51° 12' 12" E a distance of 31.14 feet;
38. S 52° 37' 45" E a distance of 28.67 feet;
39. S 53° 43' 00" E a distance of 34.13 feet;
40. S 53° 50' 43" E a distance of 24.95 feet;
41. S 50° 23' 24" E a distance of 25.21 feet;
42. S 48° 28' 12" E a distance of 25.02 feet;
43. S 48° 28' 12" E a distance of 2.56 feet;
44. S 48° 55' 48" E a distance of 30.51 feet;
45. S 51° 44' 53" E a distance of 29.94 feet;
46. S 56° 10' 53" E a distance of 33.17 feet;
47. S 62° 17' 04" E a distance of 33.06 feet;
48. S 66° 41' 03" E a distance of 22.40 feet to the point of intersection with line 4-1 of the Washingtons Day Lode, US Mineral Survey No. 11885;

thence S 39° 23' 17" W along said line 4-1 of said Washingtons Day Lode a distance of 48.50 feet to the point of intersection with the northerly right-of-way line of the Central City Parkway;

thence N 57° 39' 21" W along said northerly right-of-way line a distance of 507.58 feet to the beginning of a curve concave to the south having a central angle of 07° 27' 51", having a radius of 760.00 feet, an arc distance of 99.01 feet to the point of intersection with line 3-2 of the Justice Lode US Mineral Survey No. 394;

thence N 41° 55' 05" E along said line 3-2 of said Justice Lode a distance of 81.00 feet to corner No. 2 of said Justice Lode;

thence N 47° 50' 35" W along line 2-1 of said Justice Lode a distance of 100.27 feet to corner No. 1 of said Justice Lode;

thence S 41° 56' 29" W along line 1-4 of said Justice Lode a distance of 120.12 feet to the point of intersection with the said northerly right-of-way line of said Central City Parkway;

thence along said northerly right-of-way line along a non-tangent curve being concave to the south having a central angle of 33° 40' 01", a radius of 760.00 feet, an arc distance of 446.57 feet, a chord bearing of S 89° 58' 01" W and a chord distance of 439.34 feet;

thence S 73° 06' 01" W continuing along said northerly right-of-way a distance of 1305.67 feet to the beginning of a curve being concave to the north having a central angle of 63° 50' 42", having a radius of 650.00 feet, to the point of intersection with said line 4-3 of the Success Lode, US Mineral Survey No. 5280, the Point of Beginning, containing 17.24 acres, more or less.

Annexation Plat No. 11

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 72° 51' 36" E a distance of 2,275.62 feet to corner No. 1 of the Caledonia Lode, US Mineral Survey No. 519, being the Point of Beginning.

Thence N 49° 29' 47" E along line 1-2 of said Caledonia Lode a distance of 318.07 feet to the point of intersection with the southwesterly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of Lake Gulch Road the following 10 courses:

1. S 28° 29' 34" E a distance of 21.80 feet;
2. S 29° 02' 31" E a distance of 38.14 feet;
3. S 30° 53' 34" E a distance of 34.55 feet;
4. S 32° 21' 41" E a distance of 29.64 feet;
5. S 34° 37' 33" E a distance of 34.03 feet;
6. S 38° 27' 56" E a distance of 36.03 feet;
7. S 44° 59' 11" E a distance of 33.97 feet;
8. S 48° 19' 15" E a distance of 30.25 feet;
9. S 48° 45' 27" E a distance of 32.27 feet;
10. S 50° 32' 17" E a distance of 30.35 feet to the point of intersection with line 1-2 of the Clay County Lode, US Mineral Survey No. 329B;

thence S 50° 08' 44" W along said line 1-2 of said Clay County Lode a distance of 159.20 feet to corner No. 2 of said Clay County Lode;

thence S 58° 08' 12" E along line 2-3 of said Clay County Lode a distance of 188.25 feet to the point of intersection with line 2-1 of the Clay County Lode,

—Continued from previous page—

US Mineral Survey No. 329A;

thence S 37° 28' 00" W along said line 2-1 of said Clay County Lode a distance of 623.18 feet to corner No. 1 of said Clay County Lode, US Mineral Survey No. 329A;

thence S 52° 39' 32" E along line 1-4 of said Clay County Lode a distance of 151.05 feet to corner No. 4 of said Clay County Lode;

thence N 37° 26' 41" E along line 4-3 of said Clay County Lode a distance of 389.56 feet to corner No. 4 of the East Clay County Lode, US Mineral Survey No. 18776;

thence N 89° 56' 08" E along line 4-3 of said East Clay County Lode and its extension thereof a distance of 190.48 feet to the point of intersection with line 6-5 of the Blow Out Lode, US Mineral Survey No. 18776;

thence S 36° 04' 17" W along said line 6-5 of said Blow Out Lode a distance of 20.54 feet to corner No. 5 of said Blow Out Lode;

thence S 89° 57' 28" E along line 5-4 of said Blow Out Lode a distance of 184.33 feet to corner No. 4 of said Blow Out Lode;

thence N 36° 08' 54" E along line 4-3 of said Blow Out Lode a distance of 103.56 feet to corner No. 4 of the Great Britain Lode, US Mineral Survey No. 18776;

thence S 89° 57' 40" E along line 4-5 of said Great Britain Lode a distance of 186.34 feet to corner No. 5 of said Great Britain Lode;

thence N 36° 07' 10" E along line 5-6 of said Great Britain Lode a distance of 1.36 feet to the point of intersection with said southwesterly edge of Lake Gulch Road, County Road 6;

thence S 46° 05' 49" E along said southwesterly edge of Lake Gulch Road a distance of 12.22 feet;

thence S 47° 24' 34" E along said southwesterly edge of Lake Gulch Road a distance of 33.36 feet;

thence S 46° 33' 23" E along said southwesterly edge of Lake Gulch Road a distance of 8.79 feet to the point of intersection with line 2-1 of the Tariff Lode, US Mineral Survey No. 966;

thence S 47° 00' 48" W along said line 2-1 of said Tariff Lode a distance of 403.36 feet to corner No. 1 of said Tariff Lode;

thence S 42° 58' 42" E along line 1-4 of said Tariff Lode a distance of 149.74 feet to corner No. 4 of said Tariff Lode;

thence S 62° 22' 36" W a distance of 991.81 feet to corner No. 3 of the Success Lode, US Mineral Survey No. 5280;

thence N 04° 16' 10" W along line 3-2 of said Success Lode a distance of 150.04 feet to corner No. 2 of said Success Lode;

thence S 85° 49' 05" W along line 2-1 of said Success Lode a distance of 476.25 feet;

thence N 46° 11' 59" E a distance of 716.62 feet to corner No. 3 of the Pittsburg Ext. Lode, US Mineral Survey No. 7069;

thence N 00° 25' 37" W along line 3-2 of said Pittsburg Ext. Lode a distance of 150.29 feet to corner No. 2 of said Pittsburg Ext. Lode;

thence S 89° 18' 06" W along line 2-1 of said Pittsburg Ext. Lode a distance of 499.53 feet to the point of intersection with line 3-4 of the Caledonia No. 2 Lode, US Mineral Survey No. 520;

thence N 48° 54' 18" E along said line 3-4 of said Caledonia No. 2 Lode a distance of 705.54 feet to corner No. 4 of said Caledonia Lode, US Mineral Survey No. 519;

thence N 40° 18' 18" W along line 4-1 of said Caledonia Lode a distance of 150.08 feet to the Point of Beginning, containing 20.37 Acres, more or less.

Annexation Plat No. 12

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the

Basis of Bearing for this description; thence S 69° 53' 37" E a distance of 1,225.66 feet to the point of intersection of line 3-4 of the Caledonia Lode No. 2, US Mineral Survey No. 520 with the northeasterly right-of-line of the Central City Parkway, being the Point of Beginning.

Thence N 48° 54' 04" E along said line 3-4 of said Caledonia No. 2 Lode a distance of 549.87 feet to the point of intersection with line 4-3 of the Pittsburg Ext. Lode, US Mineral Survey No. 7069;

thence N 89° 18' 45" E along said line 3-4 of said Pittsburg Ext. Lode a distance of 675.26 feet to corner No. 3 of said Pittsburg Ext. Lode;

thence S 46° 11' 59" W a distance of 716.62 feet to the point of intersection with line 2-1 of the Success Lode, US Mineral Survey No. 5280;

thence S 85° 49' 05" W along said line 2-1 of said Success Lode a distance of 459.86 feet of the point of intersection with said northeasterly right-of-line of the Central City Parkway;

thence N 35° 24' 20" W along said northeasterly right-of-line of the Central City Parkway a distance of 196.28 feet to the Point of Beginning, containing 7.66 Acres, more or less.

NOTICE OF PUBLIC HEARING ON PROPOSED ANNEXATION

Notice is hereby given that the Black Hawk City Council shall hold a public hearing upon Resolution No. 69-2021 for the purpose of determining and finding whether the area proposed to be annexed meets the applicable requirements of Section 30 of Article II of the State Constitution and Colorado Revised Statutes Sections 31-12-104 and 31-12-105, and is considered eligible for annexation.

The public hearing is to be held before the Black Hawk City Council on December 8, 2021, at 3:00 p.m., or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk City Council Chambers located at 211 Church Street, Black Hawk, Colorado 80422.

ALL INTERESTED PARTIES MAY ATTEND.
A complete copy of Resolution No. 69-2021 including a legal description of the proposed property to be annexed is set forth in full below:

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK
Resolution No. 69-2021**

TITLE: A RESOLUTION ACCEPTING THE PETITION FOR ANNEXATION AND ESTABLISHING DECEMBER 8, 2021, AS THE DATE OF PUBLIC HEARING ON THE REQUESTED ANNEXATION OF A PARCEL OF UNINCORPORATED TERRITORY LOCATED IN THE COUNTY OF GILPIN (LAKE GULCH WHISKEY RESORT ANNEXATION NO. 13)

WHEREAS, the owner of unincorporated territory, comprising more than fifty percent (50%) of the area proposed for annexation pursuant to C.R.S. § 31-12-107, has filed a petition for annexation of a certain unincorporated property to the City (the "Petition"), which territory is more particularly described in EXHIBIT A;

WHEREAS, C.R.S. § 31-12-108 requires that the City accept the Petition and establish a date, time and place that the City Council will hold a public hearing to consider the annexation and the various requirements of Title 31, Article 12, C.R.S.;

WHEREAS the City Council, at its regular meeting on October 13, 2021, reviewed the Petition and various documents submitted in support of the Petition;

WHEREAS, the City Council has examined the record in this case and the various exhibits; has considered the request, the Comprehensive Plan, and the recommendations of the staff; and based upon the record which has been made concerning the request, has arrived at its decision; and

WHEREAS, it has been found and determined that the applicant has substantially complied with all the procedural requirements as provided in Title 31, Article 12, C.R.S., in connection with the Petition.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. The Petition is hereby accepted and found to be in substantial compliance with the requirements of Title 31, Article 12, C.R.S.

Section 2. That a public hearing to consider the Petition is scheduled for December 8, 2021, at 3:00 p.m., at the Council Chambers of the City of Black Hawk, which is located at 211 Church Street, Black Hawk, Colorado, 80422, to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be

required to establish eligibility under the terms of Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

Section 3. Any person living within the area proposed to be annexed, any landowner of lands thereof, any resident of the municipality to which the area is proposed to be annexed, any municipality located within one mile of the proposed annexation, or the Board of County Commissioners of Gilpin County, may appear at such hearing and present evidence upon any matter to be determined by the City Council.

RESOLVED AND PASSED this 13th day of October, 2021.

/s/ David D. Spellman, Mayor

ATTEST:

/s/ Melissa A. Greiner, CMC, City Clerk

Name of Publication:

Weekly Register-Call

First Publication: 11/4/2021

Second Publication: 11/11/2021

Third Publication: 11/18/2021

Fourth Publication: 11/25/2021

Last Publication: 12/2/2021

EXHIBIT A**Annexation Plat No. 13**

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 87° 12' 22" E a distance of 4,688.84 feet to corner No. 3 of the Washingtons Day Lode, US Mineral Survey No. 11885, being the Point of Beginning.

thence along said line 3-4 of the said Washingtons Day Lode S 45° 12' 88" E a distance of 150.58 feet to

corner No. 4 of said Washingtons Day Lode;

thence along line 4-1 of said Washingtons Day Lode S 39° 23' 17" W a distance of 633.47 feet to the point of intersection with the northeasterly edge of Lake Gulch Road, County Road 6;

Thence along said northeasterly edge of Lake Gulch Road the following 7 courses:

1. N 66° 40' 06" W a distance of 2.05 feet;
 2. N 66° 41' 03" W a distance of 25.85 feet;
 3. N 62° 17' 04" W a distance of 31.05 feet;
 4. N 56° 10' 53" W a distance of 31.14 feet;
 5. N 51° 44' 53" W a distance of 28.55 feet;
 6. N 48° 55' 48" W a distance of 29.88 feet;
 7. N 48° 28' 12" W a distance of 3.30 feet to the point of intersection with line 2-3 of said Washingtons Day Lode;
- thence N 39° 23' 18" E along said line 2-3 of said Washingtons Day Lode a distance of 664.25 feet to the Point of Beginning, containing 2.25 acres more or less.

NOTICE OF PUBLIC HEARING ON PROPOSED ANNEXATION

Notice is hereby given that the Black Hawk City Council shall hold a public hearing upon Resolution No. 70-2021 for the purpose of determining and finding whether the area proposed to be annexed meets the applicable requirements of Section 30 of Article II of the State Constitution and Colorado Revised Statutes Sections 31-12-104 and 31-12-105, and is considered eligible for annexation.

The public hearing is to be held before the Black Hawk City Council on December 8, 2021, at 3:00 p.m., or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk City Council Chambers located at 211 Church Street, Black Hawk, Colorado 80422.

ALL INTERESTED PARTIES MAY ATTEND.

A complete copy of Resolution No. 70-2021 including a legal description of the proposed property to be annexed is set forth in full below:

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK
Resolution No. 70-2021**

TITLE: A RESOLUTION ACCEPTING THE PETI-

—Continued to next page— 238 of 1177

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TION FOR ANNEXATION AND ESTABLISHING DECEMBER 8, 2021, AS THE DATE OF PUBLIC HEARING ON THE REQUESTED ANNEXATION OF A PARCEL OF UNINCORPORATED TERRITORY LOCATED IN THE COUNTY OF GILPIN (LAKE GULCH WHISKEY RESORT ANNEXATION NO. 14)

WHEREAS, the owner of unincorporated territory, comprising more than fifty percent (50%) of the area proposed for annexation pursuant to C.R.S. § 31-12-107, has filed a petition for annexation of a certain unincorporated property to the City (the "Petition"), which territory is more particularly described in EXHIBIT A;

WHEREAS, C.R.S. § 31-12-108 requires that the City accept the Petition and establish a date, time, and place that the City Council will hold a public hearing to consider the annexation and the various requirements of Title 31, Article 12, C.R.S.;

WHEREAS the City Council, at its regular meeting on October 13, 2021, reviewed the Petition and various documents submitted in support of the Petition;

WHEREAS, the City Council has examined the record in this case and the various exhibits; has considered the request, the Comprehensive Plan, and the recommendations of the staff; and based upon the record which has been made concerning the request, has arrived at its decision; and

WHEREAS, it has been found and determined that the applicant has substantially complied with all the procedural requirements as provided in Title 31, Article 12, C.R.S., in connection with the Petition.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. The Petition is hereby accepted and found to be in substantial compliance with the requirements of Title 31, Article 12, C.R.S.

Section 2. That a public hearing to consider the Petition is scheduled for December 8, 2021, at 3:00 p.m., at the Council Chambers of the City of Black Hawk, which is located at 211 Church Street, Black Hawk, Colorado, 80422, to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

Section 3. Any person living within the area proposed to be annexed, any landowner of lands thereof, any resident of the municipality to which the area is proposed to be annexed, any municipality located within one mile of the proposed annexation, or the Board of County Commissioners of Gilpin County, may appear at such hearing and present evidence upon any matter to be determined by the City Council.

RESOLVED AND PASSED this 13th day of October, 2021.

/s/ David D. Spellman, Mayor
ATTEST:

/s/ Melissa A. Greiner, CMC, City Clerk

Name of Publication:
Weekly Register-Call
First Publication: 11/4/2021
Second Publication: 11/11/2021
Third Publication: 11/18/2021
Fourth Publication: 11/25/2021
Last Publication: 12/2/2021

EXHIBIT A

Annexation Plat No. 14

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 30° 07' 02" E a distance of 580.34 feet to the point of intersection of line 1-2 of the Black Diamond Lode, US Mineral Survey No. 17634 with line 2-3 of the Fay Lode, US Mineral Survey No. 13338 being the Point of Beginning.

thence N 26° 04' 04" W along said line 1-2 of said Black Diamond Lode a distance of 80.46 feet to the point of intersection with line 1-7 of the Dale Lode,

US Mineral Survey No. 13338;

thence N 26° 54' 00" E along said line 1-7 of said Dale Lode a distance of 4.46 feet to corner No. 7 of said Dale Lode;

thence N 39° 29' 28" E along line 7-6 of said Dale Lode a distance of 160.32 feet to line 2-3 of said Black Diamond Lode;

thence N 63° 58' 12" E along said line 2-3 of said Black Diamond Lode a distance of 446.58 feet to the point of intersection with the southerly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of Lake Gulch Road the following 34 courses:

1. N 83° 11' 19" E a distance of 23.36 feet;
2. N 81° 54' 30" E a distance of 26.00 feet;
3. N 80° 36' 50" E a distance of 37.64 feet;
4. N 77° 53' 04" E a distance of 25.96 feet;
5. N 76° 30' 21" E a distance of 27.01 feet;
6. N 74° 45' 56" E a distance of 27.07 feet;
7. N 73° 10' 29" E a distance of 27.76 feet;
8. N 71° 02' 53" E a distance of 29.23 feet;
9. N 69° 29' 32" E a distance of 29.75 feet;
10. N 68° 02' 26" E a distance of 28.95 feet;
11. N 68° 11' 55" E a distance of 28.31 feet;
12. N 68° 11' 21" E a distance of 28.17 feet;
13. N 70° 17' 29" E a distance of 27.18 feet;
14. N 72° 23' 23" E a distance of 26.00 feet;
15. N 72° 28' 10" E a distance of 26.92 feet;
16. N 68° 41' 24" E a distance of 27.19 feet;
17. N 71° 51' 48" E a distance of 26.69 feet;
18. N 74° 45' 31" E a distance of 27.02 feet;
19. N 75° 42' 50" E a distance of 28.46 feet;
20. N 77° 13' 39" E a distance of 28.92 feet;
21. N 78° 51' 11" E a distance of 28.33 feet;
22. N 78° 32' 38" E a distance of 27.26 feet;
23. N 76° 41' 51" E a distance of 24.88 feet;
24. N 79° 17' 59" E a distance of 14.47 feet;
25. N 79° 17' 59" E a distance of 14.37 feet;
26. N 78° 11' 27" E a distance of 5.81 feet;
27. N 77° 38' 35" E a distance of 7.14 feet;
28. N 77° 38' 35" E a distance of 27.82 feet;
29. N 77° 18' 33" E a distance of 35.14 feet;
30. N 76° 11' 24" E a distance of 34.55 feet;
31. N 76° 19' 36" E a distance of 34.26 feet;
32. N 75° 55' 53" E a distance of 33.03 feet;
33. N 75° 45' 56" E a distance of 33.26 feet;
34. N 77° 56' 07" E a distance of 37.18 feet

to the point of intersection with line 1-4 of the St. Anthony Lode, US Mineral Survey No. 19174;

thence S 39° 30' 42" W along said line 1-4 of said St. Anthony Lode a distance of 392.10 feet to the point of intersection with line 3-4 of the Alice Lode, US Mineral Survey No. 18785;

thence N 63° 23' 00" E along said line 3-4 of said Alice Lode a distance of 371.35 feet to the point of intersection with line 3-2 of said St. Anthony Lode;

Thence N 39° 31' 27" E along said line 3-2 of said St. Anthony Lode a distance of 210.07 feet to the point of intersection with said southerly edge of Lake Gulch Road, County Road 6;

thence along said southwesterly edge of Lake Gulch Road the following 18 courses:

1. S 89° 47' 40" E a distance of 26.55 feet;
2. S 89° 16' 33" E a distance of 25.73 feet;
3. N 89° 11' 13" E a distance of 25.02 feet;
4. N 89° 11' 41" E a distance of 28.08 feet;
5. N 87° 57' 44" E a distance of 28.75 feet;
6. N 89° 07' 00" E a distance of 25.28 feet;
7. S 88° 32' 40" E a distance of 28.15 feet;
8. S 82° 16' 38" E a distance of 26.04 feet;
9. S 77° 37' 44" E a distance of 25.62 feet;
10. S 73° 18' 40" E a distance of 30.03 feet;
11. S 71° 44' 22" E a distance of 26.36 feet;
12. S 69° 56' 57" E a distance of 31.66 feet;
13. S 67° 22' 05" E a distance of 26.00 feet;
14. S 64° 31' 22" E a distance of 25.12 feet;
15. S 63° 34' 32" E a distance of 26.32 feet;
16. S 61° 36' 30" E a distance of 25.13 feet;
17. S 55° 33' 38" E a distance of 30.91 feet;
18. S 47° 36' 27" E a distance of 0.69 feet

to the point of intersection with line 3-2 of the Golden Gad Lode, US Mineral Survey No. 13048;

thence S 63° 17' 40" W along said line 3-2 of said Golden Gad Lode a distance of 722.08 feet to corner No. 2 of said Golden Gad Lode;

thence S 31° 40' 56" E along line 2-1 of said Golden Gad Lode a distance of 95.57 feet to the point of intersection with line 2-1 of the Calumet and Hecla No. 2 Lode, US Mineral Survey No. 13048;

thence S 48° 55' 49" W along said line 2-1 of said Calumet and Hecla Lode a distance of 61.79 feet to the point of intersection with line 3-4 of the Margaret Lode, US Mineral Survey No. 19229;

thence N 21° 01' 44" W along said line 3-4 of said Margaret Lode a distance of 114.04 feet to corner No. 4 of said Margaret Lode;

thence S 69° 01' 22" W along line 4-1 of said Mar-

garet Lode a distance of 186.95 feet to the point of intersection with line 3-2 of said St. Anthony Lode;

thence N 39° 31' 27" E along said line 3-2 of said St. Anthony Lode a distance of 73.31 feet to the point of intersection with line 1-2 of said Alice Lode;

thence S 63° 22' 25" W along said line 1-2 of said Alice Lode a distance of 53.94 feet to corner No. 2 of said Alice Lode;

thence N 26° 45' 28" W along line 2-3 of said Alice Lode a distance of 140.24 feet to the point of intersection with said line 1-4 of said St. Anthony Lode;

thence S 39° 30' 42" W along said line 1-4 of said St. Anthony Lode a distance of 345.75 feet to the point of intersection with said line 4-1 of said Margaret Lode;

thence S 69° 01' 22" W along said line 4-1 of said Margaret Lode a distance of 16.29 feet to the point of intersection with line 3-4 of said Elizabeth Lode;

thence S 39° 23' 48" W along said line 3-4 of said Elizabeth Lode a distance of 272.15 feet to corner No. 4 of said Elizabeth Lode;

thence N 50° 27' 18" W along line 4-1 of said Elizabeth Lode a distance of 148.43 feet to the point of intersection with line 4-3 of the Annie Mary Lode, US Mineral Survey No. 11571;

thence N 62° 32' 35" E along line 4-3 of said Annie Mary Lode a distance of 221.31 feet to corner No. 3 of said Annie Mary Lode;

thence N 27° 32' 41" W along line 3-2 of said Annie Mary Lode a distance of 149.99 feet to corner No. 2 of said Annie Mary Lode;

thence S 62° 32' 35" W along line 2-1 of said Annie Mary Lode a distance of 607.56 feet to the point of intersection with the northeasterly right-of-way of the Central City Parkway;

thence along a non-tangent curve concave to the southwest an arc distance of 13.72 feet, a delta angle of 00° 44' 55", having a radius of 1050.00 feet, and whose long chord bears N 62° 43' 25" W a distance of 13.72 feet to the point of intersection with line 5-4 of the Marks Lode, US Mineral Survey No. 13338;

thence N 44° 35' 21" E along said line 5-4 of said Marks Lode a distance of 80.14 feet to the point of intersection with line 1-4 of the Fay Lode, US Mineral Survey No. 13338;

thence N 60° 43' 32" E along said line 1-4 of said Fay Lode a distance of 714.47 feet to corner No. 4 of said Fay Lode;

thence N 29° 20' 48" W along line 4-3 of said Fay Lode a distance of 150.66 feet to corner No. 3 of said Fay Lode;

thence S 60° 42' 01" W along line 3-2 of said Fay Lode a distance of 442.61 feet to the point of intersection with line 4-3 of the Marks Lode, US Mineral Survey No. 13338;

thence S 86° 28' 49" W along said line 4-3 of said Marks Lode a distance of 122.51 feet to corner No. 3 of said Marks Lode;

thence S 44° 22' 49" W along line 3-2 of said Marks Lode a distance of 189.62 feet to the point of intersection with line 4-1 of said Black Diamond Lode;

thence S 60° 42' 01" W along said line 4-1 of said Black Diamond Lode a distance of 120.71 feet to the Point of Beginning, containing 11.43 Acres, more or less.

NOTICE OF PUBLIC HEARING ON PROPOSED ANNEXATION

Notice is hereby given that the Black Hawk City Council shall hold a public hearing upon Resolution No. 71-2021 for the purpose of determining and finding whether the area proposed to be annexed meets the applicable requirements of Section 30 of Article II of the State Constitution and Colorado Revised Statutes Sections 31-12-104 and 31-12-105, and is considered eligible for annexation.

The public hearing is to be held before the Black Hawk City Council on December 8, 2021, at 3:00 p.m., or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk City Council Chambers located at 211 Church Street, Black Hawk, Colorado 80422.

ALL INTERESTED PARTIES MAY ATTEND.

A complete copy of Resolution No. 71-2021 including a legal description of the proposed property to be annexed is set forth in full below:

—Continued from previous page—

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK
Resolution No. 71-2021**

TITLE: A RESOLUTION ACCEPTING THE PETITION FOR ANNEXATION AND ESTABLISHING DECEMBER 8, 2021, AS THE DATE OF PUBLIC HEARING ON THE REQUESTED

ANNEXATION OF A PARCEL OF UNINCORPORATED TERRITORY LOCATED IN THE COUNTY OF GILPIN (LAKE GULCH WHISKEY RESORT ANNEXATION NO. 15)

WHEREAS, the owner of unincorporated territory, comprising more than fifty percent (50%) of the area proposed for annexation pursuant to C.R.S. § 31-12-107, has filed a petition for annexation of a certain unincorporated property to the City (the "Petition"), which territory is more particularly described in EXHIBIT A;

WHEREAS, C.R.S. § 31-12-108 requires that the City accept the Petition and establish a date, time and place that the City Council will hold a public hearing to consider the annexation and the various requirements of Title 31, Article 12, C.R.S.;

WHEREAS the City Council, at its regular meeting on October 13, 2021, reviewed the Petition and various documents submitted in support of the Petition;

WHEREAS, the City Council has examined the record in this case and the various exhibits; has considered the request, the Comprehensive Plan, and the recommendations of the staff; and based upon the record which has been made concerning the request, has arrived at its decision; and

WHEREAS, it has been found and determined that the applicant has substantially complied with all the procedural requirements as provided in Title 31, Article 12, C.R.S., in connection with the Petition.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. The Petition is hereby accepted and found to be in substantial compliance with the requirements of Title 31, Article 12, C.R.S.

Section 2. That a public hearing to consider the Petition is scheduled for December 8, 2021, at 3:00 p.m., at the Council Chambers of the City of Black Hawk, which is located at 211 Church Street, Black Hawk, Colorado, 80422, to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

Section 3. Any person living within the area proposed to be annexed, any landowner of lands thereof, any resident of the municipality to which the area is proposed to be annexed, any municipality located within one mile of the proposed annexation, or the Board of County Commissioners of Gilpin County, may appear at such hearing and present evidence upon any matter to be determined by the City Council.

RESOLVED AND PASSED this 13th day of October, 2021.

/s/ David D. Spellman, Mayor

ATTEST:

/s/ Melissa A. Greiner, CMC, City Clerk

Name of Publication:
Weekly Register-Call
First Publication: 11/4/2021
Second Publication: 11/11/2021
Third Publication: 11/18/2021
Fourth Publication: 11/25/2021
Last Publication: 12/2/2021

**EXHIBIT A
Annexation Plat No. 15**

The Little Mattie Lode, US Mineral Survey No. 970 in Sections 17&18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 87° 15' 37" E a distance of 5,334.83 feet to corner No. 1 of said Little Mattie Lode, being the Point of Beginning.

ning.

Thence N 44° 28' 40" E along line 1-2 of said Little Mattie Lode a distance of 1499.34 feet to corner No. 2 of said Little Mattie Lode;

thence S 45° 33' 27" E along line 2-3 of said Little Mattie Lode a distance of 149.96 feet to corner No. 3 of said Little Mattie Lode;

thence S 44° 29' 09" W along line 3-4 of said Little Mattie Lode a distance of 1500.03 feet to corner No. 4 of said Little Mattie Lode;

thence N 45° 17' 32" W along line 4-1 of said Little Mattie Lode a distance of 149.75 feet to the Point of Beginning, containing 5.16 Acres, more or less.

NOTICE OF PUBLIC HEARING ON PROPOSED ANNEXATION

Notice is hereby given that the Black Hawk City Council shall hold a public hearing upon Resolution No. 72-2021 for the purpose of determining and finding whether the area proposed to be annexed meets the applicable requirements of Section 30 of Article II of the State Constitution and Colorado Revised Statutes Sections 31-12-104 and 31-12-105, and is considered eligible for annexation.

The public hearing is to be held before the Black Hawk City Council on December 8, 2021, at 3:00 p.m., or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk City Council Chambers located at 211 Church Street, Black Hawk, Colorado 80422.

ALL INTERESTED PARTIES MAY ATTEND.

A complete copy of Resolution No. 72-2021 including a legal description of the proposed property to be annexed is set forth in full below:

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK
Resolution No. 72-2021**

TITLE: A RESOLUTION ACCEPTING THE PETITION FOR ANNEXATION AND ESTABLISHING DECEMBER 8, 2021, AS THE DATE OF PUBLIC HEARING ON THE REQUESTED

ANNEXATION OF A PARCEL OF UNINCORPORATED TERRITORY LOCATED IN THE COUNTY OF GILPIN (LAKE GULCH WHISKEY RESORT ANNEXATION NO. 16)

WHEREAS, the owner of unincorporated territory, comprising more than fifty percent (50%) of the area proposed for annexation pursuant to C.R.S. § 31-12-107, has filed a petition for annexation of a certain unincorporated property to the City (the "Petition"), which territory is more particularly described in EXHIBIT A;

WHEREAS, C.R.S. § 31-12-108 requires that the City accept the Petition and establish a date, time and place that the City Council will hold a public hearing to consider the annexation and the various requirements of Title 31, Article 12, C.R.S.;

WHEREAS the City Council, at its regular meeting on October 13, 2021, reviewed the Petition and various documents submitted in support of the Petition;

WHEREAS, the City Council has examined the record in this case and the various exhibits; has considered the request, the Comprehensive Plan, and the recommendations of the staff; and based upon the record which has been made concerning the request, has arrived at its decision; and

WHEREAS, it has been found and determined that the applicant has substantially complied with all the procedural requirements as provided in Title 31, Article 12, C.R.S., in connection with the Petition.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. The Petition is hereby accepted and found to be in substantial compliance with the requirements of Title 31, Article 12, C.R.S.

Section 2. That a public hearing to consider the Petition is scheduled for December 8, 2021, at 3:00 p.m., at the Council Chambers of the City of Black Hawk, which is located at 211 Church Street, Black Hawk, Colorado, 80422, to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

Section 3. Any person living within the area proposed to be annexed, any landowner of lands thereof, any resident of the municipality to which the

area is proposed to be annexed, any municipality located within one mile of the proposed annexation, or the Board of County Commissioners of Gilpin County, may appear at such hearing and present evidence upon any matter to be determined by the City Council.

RESOLVED AND PASSED this 13th day of October, 2021.

/s/ David D. Spellman, Mayor

ATTEST:

/s/ Melissa A. Greiner, CMC, City Clerk

Name of Publication:

Weekly Register-Call

First Publication: 11/4/2021

Second Publication: 11/11/2021

Third Publication: 11/18/2021

Fourth Publication: 11/25/2021

Last Publication: 12/2/2021

EXHIBIT A

Annexation Plat No. 16

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 74° 53' 25" E a distance of 4,804.55 feet to corner No. 14 of the Gold Tunnel No. 21 Lode, US Mineral Survey No. 4589, being the Point of Beginning.

Thence N 46° 21' 54" W along line 14-15 of said Gold Tunnel No. 21 Lode a distance of 150.01 feet to corner No. 15 of said Gold Tunnel No. 21 Lode;

thence N 43° 56' 51" E along line 15-16 of said Gold Tunnel No. 21 Lode a distance of 81.81 feet to the south line of the NE 1/4 of the NE 1/4 of said Section 18, being also the City of Black Hawk Patented Boundary;

thence N 89° 32' 31" E along said south line of the NE 1/4 of the NE 1/4 of said Section 18 and the City of Black Hawk Patented Boundary a distance of 209.92 feet to the point of intersection with line 13-14 of said Gold Tunnel No. 21 Lode;

thence S 43° 56' 09" W along said line 13-14 of said Gold Tunnel No. 21 Lode a distance of 227.88 feet to the Point of Beginning, containing 0.53 Acres, more or less.

NOTICE OF PUBLIC HEARING ON PROPOSED ANNEXATION

Notice is hereby given that the Black Hawk City Council shall hold a public hearing upon Resolution No. 73-2021 for the purpose of determining and finding whether the area proposed to be annexed meets the applicable requirements of Section 30 of Article II of the State Constitution and Colorado Revised Statutes Sections 31-12-104 and 31-12-105, and is considered eligible for annexation.

The public hearing is to be held before the Black Hawk City Council on December 8, 2021, at 3:00 p.m., or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk City Council Chambers located at 211 Church Street, Black Hawk, Colorado 80422.

ALL INTERESTED PARTIES MAY ATTEND.

A complete copy of Resolution No. 73-2021 including a legal description of the proposed property to be annexed is set forth in full below:

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK
Resolution No. 73-2021**

TITLE: A RESOLUTION ACCEPTING THE PETITION FOR ANNEXATION AND ESTABLISHING DECEMBER 8, 2021, AS THE DATE OF PUBLIC HEARING ON THE REQUESTED

ANNEXATION OF A PARCEL OF UNINCORPORATED TERRITORY LOCATED IN THE COUNTY OF GILPIN (LAKE GULCH WHISKEY RESORT ANNEXATION NO. 17)

WHEREAS, the owner of unincorporated territory, comprising more than fifty percent (50%) of the area proposed for annexation pursuant to C.R.S. § 31-12-107, has filed a petition for annexation of a certain unincorporated property to the City (the "Petition"), which territory is more particularly described in EXHIBIT A;

WHEREAS, C.R.S. § 31-12-108 requires that the City accept the Petition and establish a date, time and place that the City Council will hold a public hearing to consider the annexation and the various requirements of Title 31, Article 12, C.R.S.;

—Continued from previous page—

WHEREAS the City Council, at its regular meeting on October 13, 2021, reviewed the Petition and various documents submitted in support of the Petition;

WHEREAS, the City Council has examined the record in this case and the various exhibits; has considered the request, the Comprehensive Plan, and the recommendations of the staff; and based upon the record which has been made concerning the request, has arrived at its decision; and

WHEREAS, it has been found and determined that the applicant has substantially complied with the procedural requirements as provided in Title 31, Article 12, C.R.S., in connection with the Petition.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. The Petition is hereby accepted and found to be in substantial compliance with the requirements of Title 31, Article 12, C.R.S.

Section 2. That a public hearing to consider the Petition is scheduled for December 8, 2021, at 3:00 p.m., at the Council Chambers of the City of Black Hawk, which is located at 211 Church Street, Black Hawk, Colorado, 80422, to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, **Section 30**, as amended.

Section 3. Any person living within the area proposed to be annexed, any landowner of lands thereof, any resident of the municipality to which the area is proposed to be annexed, any municipality located within one mile of the proposed annexation, or the Board of County Commissioners of Gilpin County, may appear at such hearing and present evidence upon any matter to be determined by the City Council.

RESOLVED AND PASSED this 13th day of October, 2021.

/s/ David D. Spellman, Mayor

ATTEST:

/s/ Melissa A. Greiner, CMC, City Clerk

Name of Publication:
Weekly Register-Call
First Publication: 11/4/2021
Second Publication: 11/11/2021
Third Publication: 11/18/2021
Fourth Publication: 11/25/2021
Last Publication: 12/2/2021

EXHIBIT A

Annexation Plat No. 17

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 41° 36' 06" E a distance of 1,242.54 feet to the point of intersection of line 2-3 of the Black Diamond Lode, US Mineral Survey No. 17634 with the northerly edge of Lake Gulch Road, County Road No. 6, being the Point of Beginning.

Thence N 63° 58' 12" E along said line 2-3 of said Black Diamond Lode a distance of 827.46 feet to the point of intersection with line 2-1 of the Elizabeth Lode, US Mineral Survey No. 15894;

thence S 39° 23' 46" W along said line 2-1 of said Elizabeth Lode a distance of 249.88 feet to the point intersection with the northerly edge of said Lake Gulch Road;

thence along said northerly edge of said Lake Gulch Road the following 24 courses:

1. S 77° 53' 20" W a distance of 12.58 feet;
2. S 79° 17' 59" W a distance of 14.10 feet;
3. S 79° 17' 59" W a distance of 14.97 feet;
4. S 76° 41' 51" W a distance of 25.03 feet;
5. S 78° 32' 38" W a distance of 26.85 feet;
6. S 78° 51' 11" W a distance of 28.58 feet;
7. S 77° 13' 39" W a distance of 29.52 feet;
8. S 75° 42' 50" W a distance of 28.93 feet;
9. S 74° 45' 31" W a distance of 27.76 feet;
10. S 71° 51' 48" W a distance of 27.85 feet;
11. S 68° 41' 24" W a distance of 27.08 feet;

12. S 72° 28' 10" W a distance of 26.21 feet;
13. S 72° 23' 23" W a distance of 26.42 feet;
14. S 70° 17' 29" W a distance of 27.99 feet;
15. S 68° 11' 21" W a distance of 28.57 feet;
16. S 68° 11' 55" W a distance of 28.34 feet;
17. S 68° 02' 26" W a distance of 28.70 feet;
18. S 69° 29' 32" W a distance of 29.17 feet;
19. S 71° 02' 53" W a distance of 28.52 feet;
20. S 73° 10' 29" W a distance of 27.05 feet;
21. S 74° 45' 56" W a distance of 26.43 feet;
22. S 76° 30' 21" W a distance of 26.42 feet;
23. S 77° 53' 04" W a distance of 25.17 feet;
24. S 80° 36' 50" W a distance of 18.32 feet to the Point of Beginning, containing 0.93 Acres, more or less.

NOTICE OF PUBLIC HEARING ON PROPOSED ANNEXATION

Notice is hereby given that the Black Hawk City Council shall hold a public hearing upon Resolution No. 74-2021 for the purpose of determining and finding whether the area proposed to be annexed meets the applicable requirements of Section 30 of Article II of the State Constitution and Colorado Revised Statutes Sections 31-12-104 and 31-12-105, and is considered eligible for annexation.

The public hearing is to be held before the Black Hawk City Council on December 8, 2021, at 3:00 p.m., or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk City Council Chambers located at 211 Church Street, Black Hawk, Colorado 80422.

ALL INTERESTED PARTIES MAY ATTEND.

A complete copy of Resolution No. 74-2021 including a legal description of the proposed property to be annexed is set forth in full below:

STATE OF COLORADO COUNTY OF GILPIN CITY OF BLACK HAWK Resolution No. 74-2021

TITLE: A RESOLUTION ACCEPTING THE PETITION FOR ANNEXATION AND ESTABLISHING DECEMBER 8, 2021, AS THE DATE OF PUBLIC HEARING ON THE REQUESTED

ANNEXATION OF A PARCEL OF UNINCORPORATED TERRITORY LOCATED IN THE COUNTY OF GILPIN (LAKE GULCH WHISKEY RESORT ANNEXATION NO. 18)

WHEREAS, the owner of unincorporated territory, comprising more than fifty percent (50%) of the area proposed for annexation pursuant to C.R.S. § 31-12-107, has filed a petition for annexation of a certain unincorporated property to the City (the "Petition"), which territory is more particularly described in EXHIBIT A;

WHEREAS, C.R.S. § 31-12-108 requires that the City accept the Petition and establish a date, time and place that the City Council will hold a public hearing to consider the annexation and the various requirements of Title 31, Article 12, C.R.S.;

WHEREAS the City Council, at its regular meeting on October 13, 2021, reviewed the Petition and various documents submitted in support of the Petition;

WHEREAS, the City Council has examined the record in this case and the various exhibits; has considered the request, the Comprehensive Plan, and the recommendations of the staff; and based upon the record which has been made concerning the request, has arrived at its decision; and

WHEREAS, it has been found and determined that the applicant has substantially complied with all of the procedural requirements as provided in Title 31, Article 12, C.R.S., in connection with the Petition.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. The Petition is hereby accepted and found to be in substantial compliance with the requirements of Title 31, Article 12, C.R.S.

Section 2. That a public hearing to consider the Petition is scheduled for December 8, 2021, at 3:00 p.m., at the Council Chambers of the City of Black Hawk, which is located at 211 Church Street, Black Hawk, Colorado, 80422, to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

Section 3. Any person living within the area proposed to be annexed, any landowner of lands thereof, any resident of the municipality to which the area is proposed to be annexed, any municipality located within one mile of the proposed annexation,

or the Board of County Commissioners of Gilpin County, may appear at such hearing and present evidence upon any matter to be determined by the City Council.

RESOLVED AND PASSED this 13th day of October, 2021.

/s/ David D. Spellman, Mayor

ATTEST:

/s/ Melissa A. Greiner, CMC, City Clerk

Name of Publication:
Weekly Register-Call
First Publication: 11/4/2021
Second Publication: 11/11/2021
Third Publication: 11/18/2021
Fourth Publication: 11/25/2021
Last Publication: 12/2/2021

EXHIBIT A

Annexation Plat No. 18

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 55° 10' 45" E a distance of 2,029.15 feet to the point of intersection of line 4-1 of the St. Anthony Lode, US Mineral Survey No. 19174 with the northerly edge of Lake Gulch Road, County Road No. 6, being the Point of Beginning.

Thence N 39° 30' 42" E along said line 4-1 of said St. Anthony Lode a distance of 328.85 feet to the point of intersection with the south line of the NE 1/4 of the NE 1/4 of said Section 18, being also the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said south line of the NE 1/4 of the NE 1/4 of said Section 18 a distance of 145.22 feet to the point of intersection with line 1-6 of the Susan-Mary Lode, US Mineral Survey No. 694;

thence S 19° 06' 00" E along said line 1-6 of said Susan-Mary Lode a distance of 44.24 feet to the point of intersection with line 2-3 of said St. Anthony Lode;

thence S 39° 31' 27" W along said line 2-3 of said St. Anthony Lode a distance of 246.50 feet to said northerly edge of Lake Gulch Road;

thence along said northerly edge of Lake Gulch Road the following 8 courses:

1. N 89° 47' 40" W a distance of 21.27 feet;
2. S 89° 45' 47" W a distance of 26.85 feet;
3. S 87° 30' 36" W a distance of 25.59 feet;
4. S 85° 59' 16" W a distance of 29.83 feet;
5. S 82° 42' 42" W a distance of 26.71 feet;
6. S 81° 04' 54" W a distance of 30.69 feet;
7. S 79° 51' 30" W a distance of 30.19 feet;
8. S 79° 21' 17" W a distance of 22.47 feet to the Point of Beginning, containing 1.04 Acres, more or less.

Published in The Weekly Register Call
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Legal # 5087



BLACK HAWK ®



INCORPORATED 1864

Administrative Services
201 Selak Street
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Mayor
David D. Spellman

Aldermen
Linda Armbright
Paul G. Bennett
Hal Midcap
Jim Johnson
Greg Moates
Benito Torres

City Attorney
Corey Y. Hoffmann

City Manager
Stephen N. Cole

City Clerk /
Administrative Services Director
Melissa A. Greiner

Community Planning & Development
Director
Cynthia L. Linker

Finance Director
Lance R. Hillis

Fire Chief / Emergency Manager
Christopher K. Woolley

Police Chief
Michelle Moriarty

Public Works Director
Thomas Isbester

COLORADO'S SECOND OLDEST
MUNICIPAL CORPORATION

November 12, 2021

Board of County Commissioners
County of Gilpin
203 Eureka Street
P.O. Box 366
Central City, Colorado 80427
(Via Registered Mail and Hand Delivery)

Bradford Benning, County Attorney
County of Gilpin
203 Eureka Street
P.O. Box 366
Central City, Colorado 80427
(Via Registered Mail and Hand Delivery)

Dr. David S. MacKenzie, PhD
Gilpin County RE-1 School District
10595 Highway 119
Black Hawk, Colorado 80422
(Via Registered Mail and Hand Delivery)

Jennifer Hinderman, Business Manager
Timberline Fire Protection District
660 Highway 46
Black Hawk, Colorado 80422
(Via Registered Mail and Hand Delivery)

Re: Notice of Proposed Annexation Pursuant to Colorado Revised Statutes

Ladies and Gentlemen:

Pursuant to Colorado Revised Statute § 31-12-108(2) attached are copies of the published notice, together with a copy of the resolution, and petitions as filed concerning proposed annexation to the City of Black Hawk.

Very truly yours,

Melissa Greiner, CMC
City Clerk/Administrative Services Director

c: Black Hawk City Council
Stephen N. Cole, City Manager
Corey Y. Hoffmann, City Attorney
Vince Harris, Baseline Engineering

**COMBINED ANNEXATION AGREEMENT REGARDING THE SO-CALLED
"BULGE" PROPERTY AND FIRST AMENDMENT TO PREVIOUS ANNEXATION
AGREEMENT BETWEEN THE CITY AND PROXIMO DISTILLERS, LLC**

THIS COMBINED ANNEXATION AGREEMENT REGARDING THE SO-CALLED "BULGE" PROPERTY AND FIRST AMENDMENT TO PREVIOUS ANNEXATION AGREEMENT (collectively this "Agreement") is made and entered into as of the ____ day of _____, 2021 by and between PROXIMO DISTILLERS, LLC (hereinafter referred to as the "Property Owner"), and the CITY OF BLACK HAWK, a home rule municipal corporation of the State of Colorado (hereinafter referred to as the "City" and, collectively with the Property Owner, as the "Parties").

A. The Property Owner is the owner of certain real property (the "Property") situated in the County of Gilpin, State of Colorado, which Property is described in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. The Property Owner desires to have the Property annexed to the City.

C. In addition, the Parties have previously entered into that Annexation Agreement dated March 17, 2020 and recorded in the public records of Gilpin County on April 14, 2020 as Reception Number 165905 (the "Previous Annexation Agreement") regarding the property more particularly described in **Exhibit B**, attached hereto, and incorporated herein by this reference, by which the City annexed other property owned by the Property Owner, and the Parties desire to amend the provisions of the Previous Annexation Agreement only as more particularly described in Section 4.c. of this Agreement. All other provisions of this Agreement solely relate to the annexation of the Property.

D. The City wishes to annex the Property in a series of annexations, and zone the Property into the City, and shall consider the annexation petitions and zoning application for the Property upon the condition that this Agreement is approved by the City and is executed by the City and the Property Owner.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the City and the Property Owner hereby agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.

2. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by the Property Owner upon annexation and initial development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the City of Black Hawk Zoning Ordinance and Subdivision Regulations, as amended, any and all state statutes, and the City of Black Hawk Home Rule Charter and the ordinances of the City.

3. Definitions. As used in this Agreement, the following terms shall have the meanings indicated:

a. *Annexation Ordinance(s)*. An ordinance or ordinances of the City annexing the Property, or any portion thereof, to the City.

b. *Effective Date of Annexation*. As set forth in Section 5 hereof.

c. *Legal Challenge*. For purposes of this Agreement, either of the following will constitute a Legal Challenge: (i) any third party commences any legal proceeding, request for reconsideration pursuant to C.R.S. § 31-12-116, or other action that directly or indirectly challenges (A) this Agreement or (B) the annexation and/or initial zoning of the Property; or (ii) any third party submits a petition for a referendum or other challenge seeking to reverse or nullify any such ordinances or actions.

d. *Zoning Ordinance*. An ordinance or ordinances zoning the Property, or any portion thereof.

4. Zoning and Development.

a. Zoning. The Property Owner is entering into this Agreement and is undertaking the obligations imposed upon the Property Owner herein in reliance upon the City's adoption of certain ordinances annexing the Property into the City and the taking of the following additional actions more particularly described in Section 4.b. regarding the permitted development of the Property.

b. Permitted Development. All development of the Property shall be conducted in accordance with this Agreement, City ordinances and regulations, and applicable state and federal law and regulations. The Property Owner specifically agrees that the design, improvement, construction, development, and use of the Property shall be in conformance with, and that the Property Owner shall comply with, all City ordinances and resolutions, including, without limitation, ordinances and resolutions pertaining to annexation, subdivision, zoning, storm drainage, utilities, and flood control. The City shall allow and permit the development of the Property upon submission of proper application and payment of fees imposed by City ordinances and regulations. In the case of conflict between City ordinances and regulations and the terms of this Agreement, this Agreement shall control. Specifically, the Parties agree that all development of the Property shall be conducted in accordance with the Lake Gulch Whiskey Resort Planned Unit Development Amendment 1 (the "PUD Amendment 1"), approved by the City by ordinance concurrently with the approval of the annexation of the Property and this Agreement.

c. Application to Previous Annexation Agreement. The City and Property Owner specifically agree that the PUD Amendment 1 is and shall be the zoning applicable to the Previous Annexation Agreement, and the PUD Amendment 1 is and shall be deemed an amendment to the Previous Annexation Agreement.

5. Effective Date of Annexation. The annexation of the Property to the City shall become effective upon the filing of the Annexation Ordinance(s) and map(s) with the Clerk & Recorder of Gilpin County, Colorado, pursuant to C.R.S. § 31-12-113(2). The City shall make such filing upon the last to occur of the following, and not otherwise:

- a. Final approval of the Annexation Ordinance(s);
 - b. Final approval of the Zoning Ordinance; and
 - c. Expiration of the time for a Legal Challenge to the Annexation Ordinance(s) or the Zoning Ordinance.
6. City Fees.
- a. Administrative Fee. The Property Owner hereby agrees to pay the City the actual cost plus fifteen percent (15%) to defray the administrative and review expenses of the City, and for planning, engineering, surveying, and legal services rendered in connection with the review of the annexation of the Property, which costs shall be the City's reasonable and documented actual costs, not including any costs incurred before January 3, 2020, and which will be invoiced to the Property Owner on a monthly basis by the City Manager. In addition, the Property Owner shall reimburse the City for the actual cost of making corrections or additions to the official City Map, with a fee for recording such map, if necessary, and accompanying documents with the Clerk & Recorder of Gilpin County, Colorado.
 - b. Impact Fees/Cash in Lieu of Land Dedication. The City as an inducement to the annexation of the Property hereby waives the imposition of the City's Parking Impact Fee otherwise required by Article VI of Chapter 4 of the Black Hawk Municipal Code, and further waives the imposition of the Fire and Police Protection Impact Fee otherwise required by Article VII of Chapter 4 of the Black Hawk Municipal Code.
 - c. Enforcement; Amendment. The City may withhold any plat approval or withhold the issuance of any permits for construction or occupancy for failure to pay City fees as provided herein. All fees recited in this Agreement shall be subject to amendment by the City Council by ordinance so long as any amendment is City-wide and generally applicable. Any amendment to such fees shall be incorporated into this Agreement as if originally set forth herein.
7. Summary Exhibit Depicting Land Exchange. The Parties agree that **Exhibit C**, attached hereto and incorporated herein by this reference, depicts the land exchange more particularly described in Section 8.
8. Land Exchange. The City and the Property Owner completed a property exchange whereby the City granted to the Property Owner a portion of the Dale Lode and a portion of the Annex Lode, and the Property Owner granted to the City a portion of Government Lot 122 and a portion of the Elizabeth Lode. This property exchange is in lieu of and satisfies any open space dedication requirement which the City could otherwise have made a condition of annexation or subdivision of the Property.
9. Dedication of Property for Miners Road and Lake Gulch Road. In addition to the obligations set forth in the Previous Annexation Agreement, Property Owner agrees to dedicate to the City all road right-of-way in fee simple, plus necessary permanent easements, and, if necessary,

temporary construction easements to accomplish the construction of both the Miners Road Extension Nos. 1 and 2 and Lake Gulch Road to serve the project as contemplated by the approved PUD Amendment 1. Such road right-of-way and necessary permanent easements shall be conveyed by separate document upon request of the City, and Property Owner further agrees to provide the temporary construction easements on Property Owner's property if necessary to allow the construction of Miners Road and Lake Gulch Road. Such temporary easements may be necessary, for example, if the City is the entity causing construction of the roads across the Property Owner's property.

10. Utilities.

a. Water Service. Upon annexation, the City shall provide municipal domestic water service to the Property in accordance with the uses authorized by the City's approval of the PUD Amendment 1 and the water service needs of such uses at full build-out of such PUD.

b. Sewer Service. The Property Owner shall be required to apply to the Black Hawk-Central City Sanitation District (the "Sanitation District") for inclusion into the Sanitation District's service area and corresponding service by the Sanitation District in accordance with the Rules, Regulations, and Resolutions in effect for the entire Sanitation District at the time of subdivision application.

c. Water Tap and System Development Fees. Based on the proposed uses for the Property in accordance with the PUD Amendment 1, the Property Owner shall require an appropriately sized water tap and the construction of water infrastructure to serve the Property consistent with the provisions of Section 10.c. of the Previous Annexation Agreement, which provisions are incorporated herein by reference.

d. Undergrounding of Utilities. The Property Owner shall be obligated to construct underground all utilities constructed pursuant to this Agreement and necessary to serve the Property.

e. Easements. The Property Owner agrees to dedicate to the City by plat all utility easements within the Property and elsewhere as necessary to provide for the location of water distribution, collection, and transmission lines and related facilities.

11. Other Terms and Condition of Annexation.

a. Exclusion from Timberline Fire Protection District. The Parties acknowledge that the Property Owner has commenced proceedings to exclude the Property, as well as the "Property" as defined in the Previous Annexation Agreement, from the boundaries of the Timberline Fire Protection District ("TFPD"), and TFPD has scheduled a hearing to consider such exclusion.

b. ESTIP Rebate. The City will rebate to the Property Owner twenty-five percent (25%) of taxes collected on the Property under the Enhanced Sales Tax Incentive Program for the purpose of assisting the Property Owner in operation of shuttle service to bring

guests to and from the Property to shuttle stops located in the City, should the Property Owner elect to operate such service at any time.

c. Use Tax Rebates. The provisions of section 11(b) of the Previous Annexation Agreement shall be read to include the Property in addition to the "Property" as defined in the Previous Annexation Agreement.

d. Participation Agreements. The provisions of section 11(e) of the Previous Annexation Agreement are incorporated herein by reference.

e. Further Cooperation. The provisions of section 11(g) of the Previous Annexation Agreement are incorporated herein by reference.

12. Vested Rights.

a. Waiver. The Property Owner waives any prior vested property rights acquired in Gilpin County so long as the Property remains annexed into the City.

b. Vested Rights Created. Consistent with the purpose of this Agreement, the Parties hereby agree that the Annexation and Zoning Ordinances shall constitute a "site specific development plan" as defined in C.R.S. §24-68-102(4); that certain rights shall be vested property rights as provided in this Agreement; and that the Property Owner and its designated successors and assigns shall have a vested property right to undertake and complete development and use of the Property as provided in this Agreement. The rights and obligations under this Agreement shall vest in the Property Owner and its designated successors and assigns as benefits and burdens to the land and shall run with title to the land.

c. Rights That are Vested. Only the rights that are identified herein shall constitute vested property rights under this Agreement. These rights are as follows:

- i. The right to be protected against the City initiating any zoning action to reduce the zoning entitlements granted upon annexation of the Property as more particularly described in Section 4;
- ii. The right to develop the Property and engage in land uses in the manner and to the extent set forth on the terms and conditions set forth herein;
- iii. The right to continue and complete development of the Property with conditions, standards, dedications, and requirements that are no more onerous than those then being imposed by the City on other developers within the City's municipal boundaries on a reasonably uniform and consistent basis, except to the extent such conditions, standards, dedications, and requirements conflict with the terms and conditions of this Agreement, in which event this Agreement shall control;
- iv. The right to be protected against the City approving a special or metropolitan taxing district that includes within its boundaries all or any portion of the Property, without the written consent of the Property Owner first being obtained in each instance,

except that this provision shall not apply if the boundaries of the taxing district include the entire municipal boundaries of the City and if the creation of such a taxing district is approved by the entire electorate of the City; and

- v. The City will support the Property Owner's establishment of a metropolitan district, implementation of a public improvement fee, and/or application for any state or federal incentive programs, including, but not limited to, private activity bonds.

d. Term of Vested Rights. The rights identified in this Section shall continue and have a duration until three (3) years after the date hereof and shall be applicable not just to the Property but also to the "Property" as defined in the Previous Annexation Agreement. Extension of this period of vesting may be granted by the City in its sole discretion, upon request of the Property Owner or its designated successors and assigns.

e. Compliance with General Regulations. The establishment of the rights vested under this Agreement shall not preclude the application of City regulations of general applicability including, but not limited to, building, fire, plumbing, engineering, electrical, and mechanical codes, or the application of regional, state, or federal regulations, as all of the foregoing exist on the date of this Agreement or may be enacted or amended after the date hereof, except as otherwise provided herein. The Property Owner does not waive its rights to oppose adoption of any such regulations and shall expressly not be obligated to annex into or otherwise submit to the authority of any local improvement districts.

13. Remedies.

a. The Property Owner's remedies against the City for the City's breach of this Agreement include: (i) breach of contract claims; and (ii) specific performance of the non-legislative obligations of the City as set forth herein.

b. The City's remedies against the Property Owner for the Property Owner's breach of this Agreement include:

- i. The refusal to issue any building permit or certificate of occupancy;
- ii. A demand that the security given for the completion of the public improvements be paid or honored; and
- iii. Any other remedy available at law, with the exception of specific performance to compel the Property Owner to develop, construct, maintain, or operate all or any portion of the Lake Gulch Whiskey Resort, or damages for the Property Owner's failure to do so, to the extent that the Property Owner determines in its sole discretion that such development, construction, maintenance, or operation is not commercially practicable.

c. Rights to Cure. Should any Party fail to comply with the terms of this Agreement, the other Party or Parties shall give written notice of breach or default and a period of thirty (30) days after receipt of said notice in which to cure any such breach or default; provided,

however, if the breach or default is not reasonably susceptible of cure within such thirty (30) day period, there shall be given an additional period of time as may be reasonably necessary to complete the cure provided that the breaching or defaulting Party commences to cure the breach or default within such thirty (30) day period and thereafter diligently pursue the same to completion. Should the breaching or defaulting Party fail to cure any such breach or default, the other Party or Parties shall have the right to pursue all equitable remedies.

14. Authority of the City. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the City's legislative, governmental, or police powers to promote and protect the health, safety, and general welfare of the City or its inhabitants; nor shall this Agreement prohibit the enactment by the City of any tax or fee that is of uniform or general application, all in conformance with Colorado Revised Statutes.

15. Force Majeure – Development Restrictions or Delays. In the event of the unavailability of water and sewer taps necessary for the development and use of the Property as contemplated herein, or in the event of the imposition of any moratorium or other ordinance or action by the City or any other governmental or quasi-governmental authority that materially prevents or delays development or use of the Property, the Property Owner's obligations hereunder to pay fees or to construct or convey to the City improvements shall be suspended for a period of time equal to the time period in which such described events either delay or prevent development or use of the Property. The term "material" as used herein means the inability of the Property Owner to obtain plat approval, building permits, or certificates of occupancy.

16. Construction of Public Streets. As specified and limited by Section 9 of this Agreement and the Previous Annexation Agreement, the Property Owner agrees to design, construct, pave, improve, and provide signage, lighting (or conduit to support future construction of lighting to be decided at the time of approval of the subdivision and/or site development plan of the Property), and signalization for all public streets and other public ways within or adjacent to the Property in accordance with City ordinances and resolutions and other applicable standards except as modified pursuant to the approval of the PUD Amendment 1, subject to any reimbursement which may be provided for in such ordinances, resolutions, and standards, and to make such other improvements as required by City ordinances and resolutions, to guarantee construction of all required improvements. If requested by the City, the Property Owner agrees to enter into an agreement reasonably satisfactory to the Property Owner pertaining to such improvements and other matters prior to any development of the Property.

17. Severability. The Parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.

18. Municipal Services. The City agrees to make available to the Property all of the usual municipal services in accordance with the ordinances and policies of the City. The Property

Owner acknowledges that City services do not include, as of the date of the execution of this Agreement, sanitary sewer services, which are provided by the Sanitation District.

19. Amendments. This Agreement may be amended by the City and the Property Owner. Such amendments shall be in writing, shall be recorded with the Clerk & Recorder of Gilpin County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the Property subject to the amendment unless otherwise specified in the amendment. Except as otherwise provided herein, this Agreement shall not be amended unless approved in writing by all Parties.

20. Entire Agreement. This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties.

21. Indemnification. The Property Owner agrees to indemnify and hold harmless the City and the City's officers, employees, agents, and contractors from and against all liability, claims, and demands, including attorneys' fees and court costs, that arise out of action by the City in order to enforce this Agreement, with the exception of enforcement of this Agreement against the Property Owner if the Property Owner substantially prevails. The Property Owner further agrees to investigate, handle, respond to, provide defense for and defend against or, at the City's option, to pay the reasonable and documented attorneys' fees for defense counsel of the City's choice for, any such liability, claims, or demands.

22. Assignment. As used in this Agreement, the term "Property Owner" shall include any of the heirs, transferees, successors or assigns of the Property Owner, and all such parties shall have the right to enforce this Agreement, and shall be subject to the terms of this Agreement, as if they were the original parties thereto.

23. Effect of City Ordinances and Resolutions. As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any City ordinance, resolution, or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, or policy, and the Parties agree that such amendments or revisions shall be binding upon the Property Owner.

24. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, transferees, successors, and assigns of each Party, and shall constitute covenants running with the land. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction. In the event this Agreement is terminated as permitted herein, and the Property is not annexed, the City agrees to execute a sufficient release for recording.

25. Legislative Discretion. The Property Owner acknowledges that the annexation and zoning of the Property are subject to the legislative discretion of the City Council of the City of Black Hawk. No assurances of annexation or zoning have been made or relied upon by the Property Owner. In the event that, in the exercise of its legislative discretion, any action with respect to the Property herein contemplated is not taken, then the sole and exclusive remedy for the breach hereof accompanied by the exercise of such discretion, shall be the withdrawal of the

petition for annexation by the Property Owner, or disconnection from the City in accordance with state law, as may be appropriate.

26. Business Discretion. Notwithstanding anything to the contrary set forth in this Agreement, neither this Agreement nor any other documents provided by any Party in connection with the annexation or zoning of the Property shall be deemed to create any obligation of the Property Owner to commence or continue the development, construction, maintenance, or operation of the Property or to conduct any other activities on the Property, and the Property Owner shall be entitled to terminate such activities in its sole discretion at any time.

27. Recordation of Agreement. This Agreement shall be recorded with the Clerk & Recorder of Gilpin County, Colorado, at the Property Owner's expense, shall run with the land, and shall be binding upon and shall inure to the benefit of the heirs, successors, and permitted assigns of the Parties.

28. Effective Date. This Agreement shall be effective and binding upon the Parties immediately upon execution by all of the Parties.

29. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should any Party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Gilpin County, Colorado.

30. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective on the earlier of actual receipt or seventy-two (72) hours after deposit in the United States Mail with the proper address as set forth below. Any Party by notice so given may change the address to which future notices shall be sent.

To the City:

Stephen N. Cole, City Manager
P. O. Box 68
Black Hawk, CO 80422

With copy to:

Corey Y. Hoffmann, Esq.
Hoffmann, Parker, Wilson & Carberry, P.C.
511 16th Street, Suite 610
Denver, CO 80202

To the Property Owner:

Proximo Distillers, LLC
Attn: Dean Mades, General Counsel
3 Second Street, Suite 1101
Jersey City, NJ 07302

With copy to:

Frascona, Joiner, Goodman & Greenstein, P.C.
Attn: Harmon Zuckerman, Esq.
4750 Table Mesa Drive

Boulder, CO 80305

31. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement have set their hands and seals the day and year first written above.

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

PROXIMO DISTILLERS, LLC

By: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The above and foregoing signature of _____ was subscribed and sworn to before me this _____ day of _____, 2021.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

Legal Description of the Property

Lake Gulch Whiskey Resort Annexation No. 8

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S $68^{\circ}57'51''$ E a distance of 5,143.78 feet to a point of intersection of the easterly right-of-way of the Central City Parkway with line 2-3 of the Rickard Lode, US Mineral Survey No. 16283, being the Point of Beginning.

thence along said line 2-3 of the said Rickard Lode N $67^{\circ}02'38''$ E a distance of 151.48 feet to the point of intersection with the westerly edge of Lake Gulch Road, County Road 6;

Thence along said westerly edge of Lake Gulch Road the following 29 courses:

1. S $13^{\circ}41'03''$ W a distance of 8.03 feet;
2. S $14^{\circ}06'12''$ W a distance of 47.47 feet;
3. S $11^{\circ}45'46''$ W a distance of 30.01 feet;
4. S $13^{\circ}18'52''$ W a distance of 16.19 feet;
5. S $10^{\circ}22'47''$ W a distance of 30.89 feet;
6. S $09^{\circ}29'42''$ W a distance of 29.84 feet;
7. S $11^{\circ}50'43''$ W a distance of 31.10 feet;
8. S $11^{\circ}03'12''$ W a distance of 31.96 feet;
9. S $10^{\circ}04'56''$ W a distance of 25.32 feet;
10. S $11^{\circ}08'36''$ W a distance of 28.47 feet;
11. S $32^{\circ}41'53''$ E a distance of 45.93 feet;
12. S $44^{\circ}08'01''$ E a distance of 32.98 feet;
13. S $52^{\circ}04'36''$ E a distance of 29.05 feet;
14. S $54^{\circ}42'27''$ E a distance of 53.29 feet;
15. S $58^{\circ}03'45''$ E a distance of 31.69 feet;

16. S 59° 18' 04" E a distance of 26.18 feet;
17. S 63° 19' 05" E a distance of 29.46 feet;
18. S 60° 16' 48" E a distance of 29.96 feet;
19. S 61° 39' 09" E a distance of 33.24 feet;
20. S 61° 28' 38" E a distance of 32.24 feet;
21. S 55° 46' 17" E a distance of 28.96 feet;
22. S 56° 17' 05" E a distance of 38.09 feet;
23. S 51° 45' 51" E a distance of 56.22 feet;
24. S 48° 44' 08" E a distance of 90.36 feet;
25. S 45° 53' 24" E a distance of 47.21 feet;
26. S 43° 37' 26" E a distance of 41.82 feet;
27. S 45° 38' 04" E a distance of 26.06 feet;
28. S 49° 36' 04" E a distance of 30.59 feet;
29. S 53° 53' 44" E a distance of 14.21 feet to the point of intersection with the south line of the southeast 1/4 of Section 18;

thence N 89° 44' 17" W along said southeast 1/4 of Section 18 a distance of 269.81 feet to the easterly right-of-way of Central City Parkway;

Thence along said easterly right-of-way of the Central City Parkway the following 4 (four) courses:

1. along a non-tangent curve concave to the southwest having a central angle of 23° 07' 24", a radius of 760.00 feet, an arc distance of 306.72 feet and a chord bearing N 36° 26' 18" W a chord distance of 304.64 feet;
2. N 48° 00' 00" W a distance of 77.39 feet;
3. along a curve concave to the northwest, having a central angle of 48° 00' 00", a radius of 400.00 feet, an arc distance of 335.10 feet;
4. thence N 00° 00' 00" E a distance of 60.75 feet to the Point of Beginning, containing 2.17 acres more or less.

Lake Gulch Whiskey Resort Annexation No. 9

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S $70^{\circ}40'20''$ E a distance of 5,087.72 feet to a point of intersection of the easterly Right-of-Way line of the Central City Parkway with line 4-1 of the Rickard Lode, US Mineral Survey No. 16283, being the Point of Beginning.

Thence along said Easterly Right-of-Way line the following 2 courses:

1. N $00^{\circ}00'00''$ E, a distance of 96.07 feet to a point of curvature;
2. 24.98 feet along the arc of a curve to the left, with a radius of 760.00 feet, a central angle of $01^{\circ}53'01''$, and whose chord bears N $00^{\circ}56'30''$ W, a chord distance of 24.98 feet to the point of intersection with line 4-3 of the Pine Tree Lode, Mineral Survey No. 5080;

Thence N $45^{\circ}54'58''$ E along said line 4-3 of said Pine Tree Lode, a distance of 92.12 feet to corner no. 3 of the said Pine Tree Lode;

Thence N $44^{\circ}01'46''$ W along line 3-2 of the said Pine Tree Lode, a distance of 125.48 feet to a point of non-tangent curvature being a point on said Easterly Right-of-Way line of the Central City Parkway;

Thence along said Easterly Right-of-Way line the following 3 courses:

1. 583.79 feet along the arc of a curve to the left, with a radius of 760.00 feet, a central angle of $44^{\circ}00'41''$, an arc distance of 583.79 feet and whose chord bears N $35^{\circ}39'01''$ W, a chord distance of 569.54 feet;
2. N $57^{\circ}39'21''$ W a distance of 123.98 feet to the point of intersection with line 1-4 of the Washingtons Day Lode, Mineral Survey No. 11885;
3. N $39^{\circ}23'17''$ E, along said line 1-4 of said Washingtons Day Lode a distance of 48.50 feet to a point on the Southerly edge of Lake Gulch Road, County Road 6;

Thence along the said Southerly and Westerly edges of Lake Gulch Road the following 49 courses:

1. S $66^{\circ}41'03''$ E, a distance of 4.28 feet;
2. S $66^{\circ}40'06''$ E, a distance of 26.08 feet;
3. S $61^{\circ}34'17''$ E, a distance of 31.12 feet;
4. S $57^{\circ}56'49''$ E, a distance of 28.94 feet;
5. S $54^{\circ}58'57''$ E, a distance of 28.22 feet;
6. S $58^{\circ}52'53''$ E, a distance of 26.50 feet;
7. S $62^{\circ}37'03''$ E, a distance of 31.29 feet;

8. S 68° 24' 20" E, a distance of 28.25 feet;
9. S 67° 48' 40" E, a distance of 31.66 feet;
10. S 69° 00' 03" E, a distance of 30.35 feet;
11. S 69° 23' 51" E, a distance of 31.56 feet;
12. S 69° 16' 06" E, a distance of 30.63 feet;
13. S 69° 40' 34" E, a distance of 29.91 feet;
14. S 70° 53' 21" E, a distance of 28.78 feet;
15. S 73° 08' 35" E, a distance of 29.67 feet;
16. S 76° 41' 49" E, a distance of 30.74 feet;
17. S 81° 25' 50" E, a distance of 30.35 feet;
18. S 85° 47' 52" E, a distance of 29.04 feet;
19. S 85° 57' 08" E, a distance of 28.87 feet;
20. S 85° 10' 50" E, a distance of 29.07 feet;
21. S 84° 02' 37" E, a distance of 25.38 feet;
22. S 82° 55' 20" E, a distance of 27.67 feet;
23. S 83° 57' 02" E, a distance of 33.15 feet;
24. S 85° 25' 50" E, a distance of 33.93 feet;
25. S 87° 06' 51" E, a distance of 31.81 feet;
26. N 89° 52' 43" E, a distance of 27.21 feet;
27. S 85° 37' 54" E, a distance of 28.02 feet;
28. S 75° 08' 14" E, a distance of 29.40 feet;
29. S 53° 47' 50" E, a distance of 22.16 feet;
30. S 38° 37' 56" E, a distance of 27.41 feet;
31. S 18° 09' 05" E, a distance of 27.17 feet;
32. S 07° 44' 55" E, a distance of 29.96 feet;
33. S 04° 13' 02" E, a distance of 30.37 feet;
34. S 00° 41' 58" W, a distance of 17.64 feet;
35. S 00° 41' 58" W, a distance of 12.88 feet;

36. S 01° 13' 29" W, a distance of 32.59 feet;
37. S 00° 03' 20" E, a distance of 31.86 feet;
38. S 02° 47' 46" W, a distance of 27.09 feet;
39. S 06° 12' 17" W, a distance of 35.66 feet;
40. S 16° 17' 42" W, a distance of 33.64 feet;
41. S 24° 29' 21" W, a distance of 26.96 feet;
42. S 28° 41' 22" W, a distance of 43.15 feet;
43. S 34° 24' 43" W, a distance of 28.10 feet;
44. S 40° 01' 56" W, a distance of 28.32 feet;
45. S 43° 22' 45" W, a distance of 38.09 feet;
46. S 41° 40' 02" W, a distance of 36.10 feet;
47. S 37° 13' 45" W, a distance of 34.41 feet;
48. S 31° 34' 31" W, a distance of 34.81 feet;
49. S 26° 02' 44" W, a distance of 15.85 feet to the point of intersection with said line 4-1 of the Rickard Lode;

Thence S 67° 01' 09" W along said line 4-1 of said Rickard Lode, a distance of 222.82 feet to the Point of Beginning, containing 5.96 acres more or less.

Lake Gulch Whiskey Resort Annexation No. 10

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 62° 11' 51" E a distance of 1,552.51 feet to the point of intersection of the easterly right-of-way of the Central City Parkway with line 4-3 of the Success Lode, US Mineral Survey No. 5280, being the Point of Beginning.

Thence N 85° 47' 47" E along said line 4-3 of said Success Lode a distance of 219.43 feet to the point of intersection with line 3-4 of the Meeker Lode, US Mineral Survey No. 769;

thence N 72° 25' 55" E along said line 3-4 of said Meeker Lode a distance of 198.36 feet to corner No. 4 of said Meeker Lode;

thence S 08° 09' 30" E along line 4-5 of said Meeker Lode a distance of 45.96 feet to the point of intersection with said line 4-3 of said Success Lode;

thence N 85° 47' 47" E along said line 4-3 of said Success Lode a distance of 422.83 feet to corner No. 3 of said Success lode;

thence N 62° 22' 36" E a distance of 991.81 feet to corner No. 4 of the Tariff Lode, US Mineral Survey No. 966;

thence N 47° 01' 18" E along line 4-3 of said Tariff Lode a distance of 409.50 feet to the southwesterly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of said Lake Gulch Road the following 48 courses:

1. S 44° 25' 34" E a distance of 6.91 feet;
2. S 47° 16' 09" E a distance of 32.68 feet;
3. S 44° 56' 55" E a distance of 25.56 feet;
4. S 42° 17' 50" E a distance of 25.12 feet;
5. S 41° 52' 51" E a distance of 35.49 feet;
6. S 41° 29' 04" E a distance of 32.24 feet;
7. S 41° 30' 58" E a distance of 32.25 feet;
8. S 39° 40' 26" E a distance of 30.55 feet;
9. S 43° 51' 36" E a distance of 32.77 feet;
10. S 47° 25' 27" E a distance of 31.87 feet;
11. S 47° 57' 34" E a distance of 34.89 feet;
12. S 46° 02' 34" E a distance of 24.23 feet;
13. S 38° 52' 14" E a distance of 35.74 feet;
14. S 33° 48' 48" E a distance of 25.62 feet;
15. S 29° 24' 22" E a distance of 26.77 feet;
16. S 30° 56' 40" E a distance of 26.10 feet;
17. S 37° 52' 45" E a distance of 34.89 feet;
18. S 49° 29' 24" E a distance of 30.84 feet;
19. S 59° 21' 59" E a distance of 28.78 feet;

20. S 61° 44' 13" E a distance of 33.99 feet;
21. S 61° 25' 24" E a distance of 33.19 feet;
22. S 59° 58' 24" E a distance of 27.27 feet;
23. S 51° 35' 16" E a distance of 23.97 feet;
24. S 49° 06' 25" E a distance of 25.35 feet;
25. S 45° 20' 47" E a distance of 26.75 feet;
26. S 43° 58' 04" E a distance of 27.46 feet;
27. S 42° 43' 23" E a distance of 29.05 feet;
28. S 37° 44' 53" E a distance of 27.18 feet;
29. S 34° 08' 31" E a distance of 30.52 feet;
30. S 38° 01' 46" E a distance of 27.43 feet;
31. S 42° 12' 45" E a distance of 28.59 feet;
32. S 43° 31' 15" E a distance of 28.69 feet;
33. S 45° 09' 35" E a distance of 28.28 feet;
34. S 47° 37' 34" E a distance of 28.86 feet;
35. S 48° 21' 34" E a distance of 29.28 feet;
36. S 49° 32' 52" E a distance of 31.07 feet;
37. S 51° 12' 12" E a distance of 31.14 feet;
38. S 52° 37' 45" E a distance of 28.67 feet;
39. S 53° 43' 00" E a distance of 34.13 feet;
40. S 53° 50' 43" E a distance of 24.95 feet;
41. S 50° 23' 24" E a distance of 25.21 feet;
42. S 48° 28' 12" E a distance of 25.02 feet;
43. S 48° 28' 12" E a distance of 2.56 feet;
44. S 48° 55' 48" E a distance of 30.51 feet;
45. S 51° 44' 53" E a distance of 29.94 feet;
46. S 56° 10' 53" E a distance of 33.17 feet;
47. S 62° 17' 04" E a distance of 33.06 feet;

48. S 66° 41' 03" E a distance of 22.40 feet to the point of intersection with line 4-1 of the Washingtons Day Lode, US Mineral Survey No. 11885;

thence S 39° 23' 17" W along said line 4-1 of said Washingtons Day Lode a distance of 48.50 feet to the point of intersection with the northerly right-of-way line of the Central City Parkway;

thence N 57° 39' 21" W along said northerly right-of-way line a distance of 507.58 feet to the beginning of a curve concave to the south having a central angle of 07° 27' 51", having a radius of 760.00 feet, an arc distance of 99.01 feet to the point of intersection with line 3-2 of the Justice Lode US Mineral Survey No. 394;

thence N 41° 55' 05" E along said line 3-2 of said Justice Lode a distance of 81.00 feet to corner No. 2 of said Justice Lode;

thence N 47° 50' 35" W along line 2-1 of said Justice Lode a distance of 100.27 feet to corner No. 1 of said Justice Lode;

thence S 41° 56' 29" W along line 1-4 of said Justice Lode a distance of 120.12 feet to the point of intersection with the said northerly right-of-way line of said Central City Parkway;

thence along said northerly right-of-way line along a non-tangent curve being concave to the south having a central angle of 33° 40' 01", a radius of 760.00 feet, an arc distance of 446.57 feet, a chord bearing of S 89° 58' 01" W and a chord distance of 439.34 feet;

thence S 73° 06' 01" W continuing along said northerly right-of-way a distance of 1305.67 feet to the beginning of a curve being concave to the north having a central angle of 63° 50' 42", having a radius of 650.00 feet, to the point of intersection with said line 4-3 of the Success Lode, US Mineral Survey No. 5280, the Point of Beginning, containing 17.24 acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 11

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $72^{\circ}51'36''$ E a distance of 2,275.62 feet to corner No. 1 of the Caledonia Lode, US Mineral Survey No. 519, being the Point of Beginning.

Thence N $49^{\circ}29'47''$ E along line 1-2 of said Caledonia Lode a distance of 318.07 feet to the point of intersection with the southwesterly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of Lake Gulch Road the following 10 courses:

1. S $28^{\circ}29'34''$ E a distance of 21.80 feet;
2. S $29^{\circ}02'31''$ E a distance of 38.14 feet;
3. S $30^{\circ}53'34''$ E a distance of 34.55 feet;
4. S $32^{\circ}21'41''$ E a distance of 29.64 feet;
5. S $34^{\circ}37'33''$ E a distance of 34.03 feet;
6. S $38^{\circ}27'56''$ E a distance of 36.03 feet;
7. S $44^{\circ}59'11''$ E a distance of 33.97 feet;
8. S $48^{\circ}19'15''$ E a distance of 30.25 feet;
9. S $48^{\circ}45'27''$ E a distance of 32.27 feet;
10. S $50^{\circ}32'17''$ E a distance of 30.35 feet to the point of intersection with line 1-2 of the Clay County Lode, US Mineral Survey No. 329B;

thence S $50^{\circ}08'44''$ W along said line 1-2 of said Clay County Lode a distance of 159.20 feet to corner No. 2 of said Clay County Lode;

thence S $58^{\circ}08'12''$ E along line 2-3 of said Clay County Lode a distance of 188.25 feet to the point of intersection with line 2-1 of the Clay County Lode, US Mineral Survey No. 329A;

thence S $37^{\circ}28'00''$ W along said line 2-1 of said Clay County Lode a distance of 623.18 feet to corner No. 1 of said Clay County Lode, US Mineral Survey No. 329A;

thence S $52^{\circ}39'32''$ E along line 1-4 of said Clay County Lode a distance of 151.05 feet to corner No. 4 of said Clay County Lode;

thence N 37° 26' 41" E along line 4-3 of said Clay County Lode a distance of 389.56 feet to corner No. 4 of the East Clay County Lode, US Mineral Survey No. 18776;

thence N 89° 56' 08" E along line 4-3 of said East Clay County Lode and its extension thereof a distance of 190.48 feet to the point of intersection with line 6-5 of the Blow Out Lode, US Mineral Survey No. 18776;

thence S 36° 04' 17" W along said line 6-5 of said Blow Out Lode a distance of 20.54 feet to corner No. 5 of said Blow Out Lode;

thence S 89° 57' 28" E along line 5-4 of said Blow Out Lode a distance of 184.33 feet to corner No. 4 of said Blow Out Lode;

thence N 36° 08' 54" E along line 4-3 of said Blow Out Lode a distance of 103.56 feet to corner No. 4 of the Great Britian Lode, US Mineral Survey No. 18776;

thence S 89° 57' 40" E along line 4-5 of said Great Britian Lode a distance of 186.34 feet to corner No. 5 of said Great Britian Lode;

thence N 36° 07' 10" E along line 5-6 of said Great Britian Lode a distance of 1.36 feet to the point of intersection with said southwesterly edge of Lake Gulch Road, County Road 6;

thence S 46° 05' 49" E along said southwesterly edge of Lake Gulch Road a distance of 12.22 feet;

thence S 47° 24' 34" E along said southwesterly edge of Lake Gulch Road a distance of 33.36 feet;

thence S 46° 33' 23" E along said southwesterly edge of Lake Gulch Road a distance of 8.79 feet to the point of intersection with line 2-1 of the Tariff Lode, US Mineral Survey No. 966;

thence S 47° 00' 48" W along said line 2-1 of said Tariff Lode a distance of 403.36 feet to corner No. 1 of said Tariff Lode;

thence S 42° 58' 42" E along line 1-4 of said Tariff Lode a distance of 149.74 feet to corner No. 4 of said Tariff Lode;

thence S 62° 22' 36" W a distance of 991.81 feet to corner No. 3 of the Success Lode, US Mineral Survey No. 5280;

thence N 04° 16' 10" W along line 3-2 of said Success Lode a distance of 150.04 feet to corner No. 2 of said Success Lode;

thence S 85° 49' 05" W along line 2-1 of said Success Lode a distance of 476.25 feet;

thence N 46° 11' 59" E a distance of 716.62 feet to corner No. 3 of the Pittburg Ext. Lode, US Mineral Survey No. 7069;

thence N 00° 25' 37" W along line 3-2 of said Pittburg Ext. Lode a distance of 150.29 feet to corner No. 2 of said Pittburg Ext. Lode;

thence S 89° 18' 06" W along line 2-1 of said Pittsburg Ext. Lode a distance of 499.53 feet to the point of intersection with line 3-4 of the Calendonia No. 2 Lode, US Mineral Survey No. 520;

thence N 48° 54' 18" E along said line 3-4 of said Calendonia No. 2 Lode a distance of 705.54 feet to corner No. 4 of said Caledonia Lode, US Mineral Survey No. 519;

thence N 40° 18' 18" W along line 4-1 of said Caledonia Lode a distance of 150.08 feet to the Point of Beginning, containing 20.37 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 12

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 69° 53' 37" E a distance of 1,225.66 feet to the point of intersection of line 3-4 of the Caledonia Lode No. 2, US Mineral Survey No. 520 with the northeasterly right-of-line of the Central City Parkway, being the Point of Beginning.

Thence N 48° 54' 04" E along said line 3-4 of said Caledonia No. 2 Lode a distance of 549.87 feet to the point of intersection with line 4-3 of the Pittsburg Ext, Lode, US Mineral Survey No. 7069;

thence N 89° 18' 45" E along said line 3-4 of said Pittsburg Ext. Lode a distance of 675.26 feet to corner No. 3 of said Pittsburg Ext. Lode;

thence S 46° 11' 59" W a distance of 716.62 feet to the point of intersection with line 2-1 of the Success Lode, US Mineral Survey No. 5280;

thence S 85° 49' 05" W along said line 2-1 of said Success Lode a distance of 459.86 feet of the point of intersection with said northeasterly right-of-line of the Central City Parkway;

thence N 35° 24' 20" W along said northeasterly right-of-line of the Central City Parkway a distance of 196.28 feet to the Point of Beginning, containing 7.66 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 13

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears

N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 87° 12' 22" E a distance of 4,688.84 feet to corner No. 3 of the Washingtons Day Lode, US Mineral Survey No. 11885, being the Point of Beginning.

thence along said line 3-4 of the said Washingtons Day Lode S 45° 12' 88" E a distance of 150.58 feet to

corner No. 4 of said Washingtons Day Lode;

thence along line 4-1 of said Washingtons Day Lode S 39° 23' 17"W a distance of 633.47 feet to the point of intersection with the northeasterly edge of Lake Gulch Road, County Road 6;

Thence along said northeasterly edge of Lake Gulch Road the following 7 courses:

1. N 66° 40' 06" W a distance of 2.05 feet;
2. N 66° 41' 03" W a distance of 25.85 feet;
3. N 62° 17' 04" W a distance of 31.05 feet;
4. N 56° 10' 53" W a distance of 31.14 feet;
5. N 51° 44' 53" W a distance of 28.55 feet;
6. N 48° 55' 48" W a distance of 29.88 feet;
7. N 48° 28' 12" W a distance of 3.30 feet to the point of intersection with line 2-3 of said Washingtons Day Lode;

thence N 39° 23' 18" E along said line 2-3 of said Washingtons Day lode a distance of 664.25 feet to the Point of Beginning, containing 2.25 acres more or less.

Lake Gulch Whiskey Resort Annexation No. 14

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 30° 07' 02" E a distance of 580.34 feet to the point of intersection of line 1-2 of the Black Diamond Lode, US Mineral Survey No. 17634 with line 2-3 of the Fay Lode, US Mineral Survey No. 13338 being the Point of Beginning.

thence N 26° 04' 04" W along said line 1-2 of said Black Diamond Lode a distance of 80.46 feet to the point of intersection with line 1-7 of the Dale Lode, US Mineral Survey No. 13338;

thence N 26° 54' 00" E along said line 1-7 of said Dale Lode a distance of 4.46 feet to corner No. 7 of said Dale Lode;

thence N 39° 29' 28" E along line 7-6 of said Dale Lode a distance of 160.32 feet to line 2-3 of said Black Diamond Lode;

thence N 63° 58' 12" E along said line 2-3 of said Black Diamond Lode a distance of 446.58 feet to the point of intersection with the southerly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of Lake Gulch Road the following 34 courses:

1. N 83° 11' 19" E a distance of 23.36 feet;
2. N 81° 54' 30" E a distance of 26.00 feet;
3. N 80° 36' 50" E a distance of 37.64 feet;
4. N 77° 53' 04" E a distance of 25.96 feet;
5. N 76° 30' 21" E a distance of 27.01 feet;
6. N 74° 45' 56" E a distance of 27.07 feet;
7. N 73° 10' 29" E a distance of 27.76 feet;
8. N 71° 02' 53" E a distance of 29.23 feet;
9. N 69° 29' 32" E a distance of 29.75 feet;
10. N 68° 02' 26" E a distance of 28.95 feet;
11. N 68° 11' 55" E a distance of 28.31 feet;
12. N 68° 11' 21" E a distance of 28.17 feet;
13. N 70° 17' 29" E a distance of 27.18 feet;
14. N 72° 23' 23" E a distance of 26.00 feet;
15. N 72° 28' 10" E a distance of 26.92 feet;
16. N 68° 41' 24" E a distance of 27.19 feet;
17. N 71° 51' 48" E a distance of 26.69 feet;
18. N 74° 45' 31" E a distance of 27.02 feet;
19. N 75° 42' 50" E a distance of 28.46 feet;
20. N 77° 13' 39" E a distance of 28.92 feet;
21. N 78° 51' 11" E a distance of 28.33 feet;
22. N 78° 32' 38" E a distance of 27.26 feet;

23. N 76° 41' 51" E a distance of 24.88 feet;
24. N 79° 17' 59" E a distance of 14.47 feet;
25. N 79° 17' 59" E a distance of 14.37 feet;
26. N 78° 11' 27" E a distance of 5.81 feet;
27. N 77° 38' 35" E a distance of 7.14 feet;
28. N 77° 38' 35" E a distance of 27.82 feet;
29. N 77° 18' 33" E a distance of 35.14 feet;
30. N 76° 11' 24" E a distance of 34.55 feet;
31. N 76° 19' 36" E a distance of 34.26 feet;
32. N 75° 55' 53" E a distance of 33.03 feet;
33. N 75° 45' 56" E a distance of 33.26 feet;
34. N 77° 56' 07" E a distance of 37.18 feet to the point of intersection with line 1-4 of the St. Anthony Lode, US Mineral Survey No. 19174;

thence S 39° 30' 42" W along said line 1-4 of said St. Anthony Lode a distance of 392.10 feet to the point of intersection with line 3-4 of the Alice Lode, US Mineral Survey No. 18785;

thence N 63° 23' 00" E along said line 3-4 of said Alice Lode a distance of 371.35 feet to the point of intersection with line 3-2 of said St. Anthony Lode;

Thence N 39° 31' 27" E along said line 3-2 of said St, Anthony Lode a distance of 210.07 feet to the point of intersection with said southerly edge of Lake Gulch Road, County Road 6;

thence along said southwesterly edge of Lake Gulch Road the following 18 courses:

1. S 89° 47' 40" E a distance of 26.55 feet;
2. S 89° 16' 33" E a distance of 25.73 feet;
3. N 89° 11' 13" E a distance of 25.02 feet;
4. N 89° 11' 41" E a distance of 28.08 feet;
5. N 87° 57' 44" E a distance of 28.75 feet;
6. N 89° 07' 00" E a distance of 25.28 feet;
7. S 88° 32' 40" E a distance of 28.15 feet;
8. S 82° 16' 38" E a distance of 26.04 feet;
9. S 77° 37' 44" E a distance of 25.62 feet;
10. S 73° 18' 40" E a distance of 30.03 feet;

11. S 71° 44' 22" E a distance of 26.36 feet;
 12. S 69° 56' 57" E a distance of 31.66 feet;
 13. S 67° 22' 05" E a distance of 26.00 feet;
 14. S 64° 31' 22" E a distance of 25.12 feet;
 15. S 63° 34' 32" E a distance of 26.32 feet;
 16. S 61° 36' 30" E a distance of 25.13 feet;
 17. S 55° 33' 38" E a distance of 30.91 feet;
 18. S 47° 36' 27" E a distance of 0.69 feet to the point of intersection with line 3-2 of the Golden Gad Lode, US Mineral Survey No. 13048;
- thence S 63° 17' 40" W along said line 3-2 of said Golden Gad Lode a distance of 722.08 feet to corner No. 2 of said Golden Gad Lode;
- thence S 31° 40' 56" E along line 2-1 of said Golden Gad Lode a distance of 95.57 feet to the point of intersection with line 2-1 of the Calumet and Hecla No. 2 Lode, US Mineral Survey No. 13048;
- thence S 48° 55' 49" W along said line 2-1 of said Calumet and Hecla Lode a distance of 61.79 feet to the point of intersection with line 3-4 of the Margaret Lode, US Mineral Survey No. 19229;
- thence N 21° 01' 44" W along said line 3-4 of said Margaret Lode a distance of 114.04 feet to corner No. 4 of said Margaret Lode;
- thence S 69° 01' 22" W along line 4-1 of said Margaret Lode a distance of 186.95 feet to the point of intersection with line 3-2 of said St. Anthony Lode;
- thence N 39° 31' 27" E along said line 3-2 of said St. Anthony Lode a distance of 73.31 feet to the point of intersection with line 1-2 of said Alice Lode;
- thence S 63° 22' 25" W along said line 1-2 of said Alice Lode a distance of 53.94 feet to corner No. 2 of said Alice Lode;
- thence N 26° 45' 28" W along line 2-3 of said Alice Lode a distance of 140.24 feet to the point of intersection with said line 1-4 of said St. Anthony Lode;
- thence S 39° 30' 42" W along said line 1-4 of said St. Anthony Lode a distance of 345.75 feet to the point of intersection with said line 4-1 of said Margaret Lode;
- thence S 69° 01' 22" W along said line 4-1 of said Margaret Lode a distance of 16.29 feet to the point of intersection with line 3-4 of said Elizabeth Lode;
- thence S 39° 23' 48" W along said line 3-4 of said Elizabeth Lode a distance of 272.15 feet to corner No. 4 of said Elizabeth Lode;

thence N 50° 27' 18" W along line 4-1 of said Elizabeth Lode a distance of 148.43 feet to the point of intersection with line 4-3 of the Annie Mary Lode, US Mineral Survey No. 11571;

thence N 62° 32' 35" E along line 4-3 of said Annie Mary Lode a distance of 221.31 feet to corner No. 3 of said Annie Mary Lode;

thence N 27° 32' 41" W along line 3-2 of said Annie Mary Lode a distance of 149.99 feet to corner No. 2 of said Annie Mary Lode;

thence S 62° 32' 35" W along line 2-1 of said Annie Mary Lode a distance of 607.56 feet to the point of intersection with the northeasterly right-of-way of the Central City Parkway;

thence along a non-tangent curve concave to the southwest an arc distance of 13.72 feet, a delta angle of 00° 44' 55", having a radius of 1050.00 feet, and whose long chord bears N 62° 43' 25" W a distance of 13.72 feet to the point of intersection with line 5-4 of the Marks Lode, US Mineral Survey No. 13338;

thence N 44° 35' 21" E along said line 5-4 of said Marks Lode a distance of 80.14 feet to the point of intersection with line 1-4 of the Fay Lode, US Mineral Survey No. 13338;

thence N 60° 43' 32" E along said line 1-4 of said Fay Lode a distance of 714.47 feet to corner No. 4 of said Fay Lode;

thence N 29° 20' 48" W along line 4-3 of said Fay Lode a distance of 150.66 feet to corner No. 3 of said Fay Lode;

thence S 60° 42' 01" W along line 3-2 of said Fay Lode a distance of 442.61 feet to the point of intersection with line 4-3 of the Marks Lode, US Mineral Survey No. 13338;

thence S 86° 28' 49" W along said line 4-3 of said Marks Lode a distance of 122.51 feet to corner No. 3 of said Marks Lode;

thence S 44° 22' 49" W along line 3-2 of said Marks Lode a distance of 189.62 feet to the point of intersection with line 4-1 of said Black Diamond Lode;

thence S 60° 42' 01" W along said line 4-1 of said Black Diamond Lode a distance of 120.71 feet to the Point of Beginning, containing 11.43 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 15

The Little Mattie Lode, US Mineral Survey No. 970 in Sections 17&18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this

description; thence S 87° 15' 37" E a distance of 5,334.83 feet to corner No. 1 of said Little Mattie Lode, being the Point of Beginning.

Thence N 44° 28' 40" E along line 1-2 of said Little Mattie Lode a distance of 1499.34 feet to corner No. 2 of said Little Mattie Lode;

thence S 45° 33' 27" E along line 2-3 of said Little Mattie Lode a distance of 149.96 feet to corner No. 3 of said Little Mattie Lode;

thence S 44° 29' 09" W along line 3-4 of said Little Mattie Lode a distance of 1500.03 feet to corner No. 4 of said Little Mattie Lode;

thence N 45° 17' 32" W along line 4-1 of said Little Mattie Lode a distance of 149.75 feet to the Point of Beginning, containing 5.16 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 16

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00° 14' 12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 74° 53' 25" E a distance of 4,804.55 feet to corner No. 14 of the Gold Tunnel No. 21 Lode, US Mineral Survey No. 4589, being the Point of Beginning.

Thence N 46° 21' 54" W along line 14-15 of said Gold Tunnel No. 21 Lode a distance of 150.01 feet to corner No. 15 of said Gold Tunnel No. 21 Lode;

thence N 43° 56' 51" E along line 15-16 of said Gold Tunnel No. 21 Lode a distance of 81.81 feet to the south line of the NE 1/4 of the NE 1/4 of said Section 18, being also the City of Black Hawk Patented Boundary;

thence N 89° 32' 31" E along said south line of the NE 1/4 of the NE 1/4 of said Section 18 and the City of Black Hawk Patented Boundary a distance of 209.92 feet to the point of intersection with line 13-14 of said Gold Tunnel No. 21 Lode;

thence S 43° 56' 09" W along said line 13-14 of said Gold Tunnel No. 21 Lode a distance of 227.88 feet to the Point of Beginning, containing 0.53 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 17

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears

N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 41° 36' 06" E a distance of 1,242.54 feet to the point of intersection of line 2-3 of the Black Diamond Lode, US Mineral Survey No. 17634 with the northerly edge of Lake Gulch Road, County Road No. 6, being the Point of Beginning.

Thence N 63° 58' 12" E along said line 2-3 of said Black Diamond Lode a distance of 827.46 feet to the point of intersection with line 2-1 of the Elizabeth Lode, US Mineral Survey No. 15894;

thence S 39° 23' 46" W along said line 2-1 of said Elizabeth Lode a distance of 249.88 feet to the point intersection with the northerly edge of said Lake Gulch Road;

thence along said northerly edge of said Lake Gulch Road the following 24 courses:

1. S 77° 38' 35" W a distance of 7.04 feet;
2. S 78° 11' 27" W a distance of 5.49 feet;
3. S 79° 17' 59" W a distance of 29.12 feet;
4. S 76° 41' 51" W a distance of 25.03 feet;
5. S 78° 32' 38" W a distance of 26.85 feet;
6. S 78° 51' 11" W a distance of 28.58 feet;
7. S 77° 13' 39" W a distance of 29.52 feet;
8. S 75° 42' 50" W a distance of 28.93 feet;
9. S 74° 45' 31" W a distance of 27.76 feet;
10. S 71° 51' 48" W a distance of 27.85 feet;
11. S 68° 41' 24" W a distance of 27.08 feet;
12. S 72° 28' 10" W a distance of 26.21 feet;
13. S 72° 23' 23" W a distance of 26.42 feet;
14. S 70° 17' 29" W a distance of 27.99 feet;
15. S 68° 11' 21" W a distance of 28.57 feet;
16. S 68° 11' 55" W a distance of 28.34 feet;
17. S 68° 02' 26" W a distance of 28.70 feet;
18. S 69° 29' 32" W a distance of 29.17 feet;
19. S 71° 02' 53" W a distance of 28.52 feet;

20. S 73° 10' 29" W a distance of 27.05 feet;
21. S 74° 45' 56" W a distance of 26.43 feet;
22. S 76° 30' 21" W a distance of 26.42 feet;
23. S 77° 53' 04" W a distance of 25.17 feet;
24. S 80° 36' 50" W a distance of 18.32 feet to the Point of Beginning, containing 0.93 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 18

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 55° 10' 45" E a distance of 2,029.15 feet to the point of intersection of line 4-1 of the St. Anthony Lode, US Mineral Survey No. 19174 with the northerly edge of Lake Gulch Road, County Road No. 6, being the Point of Beginning.

Thence N 39° 30' 42" E along said line 4-1 of said St. Anthony Lode a distance of 328.85 feet to the point of intersection with the south line of the NE 1/4 of the NE 1/4 of said Section 18, being also the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said south line of the NE 1/4 of the NE 1/4 of said Section 18 a distance of 145.22 feet to the point of intersection with line 1-6 of the Susan-Mary Lode, US Mineral Survey No. 694;

thence S 19° 06' 00" E along said line 1-6 of said Susan-Mary Lode a distance of 44.24 feet to the point of intersection with line 2-3 of said St. Anthony Lode;

thence S 39° 31' 27" W along said line 2-3 of said St. Anthony Lode a distance of 246.50 feet to said northerly edge of Lake Gulch Road;

thence along said northerly edge of Lake Gulch Road the following 8 courses:

1. N 89° 47' 40" W a distance of 21.27 feet;
2. S 89° 45' 47" W a distance of 26.85 feet;
3. S 87° 30' 36" W a distance of 25.59 feet;
4. S 85° 59' 16" W a distance of 29.83 feet;
5. S 82° 42' 42" W a distance of 26.71 feet;

6. S 81° 04' 54" W a distance of 30.69 feet;
7. S 79° 51' 30" W a distance of 30.19 feet;
8. S 79° 21' 17" W a distance of 22.47 feet to the Point of Beginning, containing 1.04 Acres, more or less.

EXHIBIT B

Lake Gulch Whiskey Resort Annexation No. 1

A parcel of land located in Sections 17 & 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $69^{\circ}30'48''$ E a distance of 3,617.79 feet to the point of intersection of line 3-4 of the Clay County Lode, US Mineral Survey No. 360 with line 4-1 of the Williams Crossing Lode, US Mineral Survey No. 15824 being the Point of Beginning.

Thence S $47^{\circ}53'33''$ E along said line 4-1 of said Williams Lode a distance of 296.23 feet to the point of intersection with line 3-2 of the Blow Out Lode, US Mineral Survey No. 18776;

thence N $19^{\circ}46'26''$ E along said line 3-2 of said Blow Out Lode a distance of 361.74 feet to the point of intersection with the east-west centerline of the NE $\frac{1}{4}$ of said Section 18 and the City of Black Hawk Patented Boundary;

thence N $89^{\circ}32'31''$ E along said east-west centerline of the NE $\frac{1}{4}$ and City of Black Hawk Patented Boundary a distance of 208.47 feet to the point of intersection with line 1-2 of the Great Britian Lode, US Mineral Survey No. 18776;

thence S $29^{\circ}18'00''$ W along said line 1-2 of said Great Britian Lode a distance of 353.67 feet to corner No. 2 of said Great Britian Lode;

thence S $46^{\circ}17'00''$ W along line 2-3 of said Great Britian Lode a distance of 131.10 feet to the point of intersection with line 4-1 of said Williams Crossing Lode;

thence S $47^{\circ}53'33''$ E along said line 4-1 of said Williams Crossing Lode a distance of 149.95 feet to the point of intersection with line 6-7 of said Great Britian Lode;

thence N $46^{\circ}22'45''$ E along said line 6-7 of said Great Britian Lode a distance of 142.56 feet to corner No. 7 of said Great Britian Lode;

thence N $29^{\circ}19'49''$ E along line 7-8 of said Great Britian Lode a distance of 461.80 feet to the point of intersection with said east-west centerline of the NE $\frac{1}{4}$ of said Section 18 and the City of Black Hawk Patented Boundary;

thence N $89^{\circ}32'31''$ E along said east-west centerline of the NE $\frac{1}{4}$ and City of Black Hawk Patented Boundary a distance of 474.24 feet to the point of intersection with line 16-15 of the Gold Tunnel No. 21 Lode, US Mineral Survey No. 4589;

thence S 43° 56' 47" W along said line 16-15 of the Gold Tunnel No. 21 Lode a distance of 81.81 feet to corner No. 15 of the said Gold Tunnel No. 21 Lode;

thence S 46° 21' 54" E along line 15-14 of the said Gold Tunnel No. 21 Lode, a distance of 150.01 feet to corner no. 14 of the said Gold Tunnel No. 21 Lode;

thence N 43° 56' 15" E along line 14-13 of the said Gold Tunnel No. 21 Lode, a distance of 227.88 feet to the point of intersection with the east-west centerline of the NE ¼ of said Section 18 and the City of Black Hawk Patented Boundary;

thence N 89° 32' 31" E along said east-west centerline of the NE ¼ and City of Black Hawk Patented Boundary a distance of 1040.34 feet to the N 1/16th corner of Sections 17 and 18;

thence N 87° 26' 32" E along the east-west centerline of the NW ¼ of said Section 17 a distance of 165.11 feet to the point of intersection with line 3-2 of said East Williams Lode, US Mineral Survey No. 588;

thence S 47° 19' 59" W along said line 3-2 of the East Williams Lode a distance of 204.89 feet to corner No. 2 of said East Williams Lode;

thence S 42° 44' 49" E along line 2-1 of said East Williams Lode a distance of 152.37 feet to corner No. 1 of said East Williams Lode;

thence N 47° 20' 23" E along line 1-4 of said East Williams Lode a distance of 385.62 feet to the point of intersection with said east-west centerline of the NW ¼ of said Section 17 and the City of Black Hawk Patented Boundary;

thence N 87° 26' 32" E along said east-west centerline of the NW ¼ of said Section 17 and City of Black Hawk Patented Boundary a distance of 906.14 feet to the NW 1/16th corner of said Section 17;

thence N 01° 02' 29" W along the north-south centerline of said NW ¼ of said Section 17 and along the City of Black Hawk Patented Boundary a distance of 164.47 feet to the point of intersection with line 1-2 of the Mary Miller Lode, US Mineral Survey No. 969;

thence N 44° 28' 35" E along said line 1-2 of said Mary Miller Lode a distance of 60.92 feet to the point of intersection with said City of Black Hawk Patented Boundary;

thence N 88° 00' 45" E along said City of Black Hawk Patented Boundary a distance of 96.85 feet;

thence N 00° 18' 42" W along said City of Black Hawk Patented Boundary a distance of 91.93 feet to the point of intersection with line 6-5 of the Morgan Placer US Mineral Survey No. 226;

thence S 42° 19' 52" E along said line 6-5 of said Morgan Placer a distance of 92.75 feet to corner No. 5 of said Morgan Placer;

thence S 41° 03' 33" E along Colorado Department of Transportation deed recorded at Reception No. 141956 Gilpin County Records a distance of 12.42 feet to a CDOT 3 ¼ " aluminum cap;

thence S 49° 47' 21" E continuing along said Reception No. 141956 a distance of 43.07 feet to the point of intersection with line 3-4 of said Mary Miller Lode;

thence S 44° 27' 10" W along said line 3-4 of said Mary Miller Lode a distance of 340.78 feet to the north-south centerline of said NW ¼ of said Section 17;

thence S 42° 07' 27" W a distance of 980.96 feet to corner No. 3 of the Little Mattie Lode, US Mineral Survey No. 970;

thence N 45° 33' 27" W along line 3-2 of said Little Mattie Lode a distance of 149.96 feet to corner No. 2 of said Little Mattie Lode;

thence S 44° 28' 40" W along line 2-1 of said Little Mattie Lode a distance of 1499.34 feet to corner No. 1 of said Little Mattie Lode;

thence S 45° 17' 32" E along line 1-4 of said Little Mattie Lode a distance of 149.75 feet to corner No. 4 of said Little Mattie Lode;

thence S 27° 33' 11" E a distance of 938.48 feet to the S 1/16th corner of Sections 17 and 18;

thence N 88° 20' 50" W a distance of 663.62 feet to a point on the easterly edge of Lake Gulch Road, County Road 6;

thence along said easterly edge of said Lake Gulch Road the following 32 courses:

1. N 04° 13' 02" W a distance of 31.99 feet;
2. N 07° 44' 55" W a distance of 32.64 feet;
3. N 18° 09' 05" W a distance of 33.14 feet;
4. N 38° 37' 56" W a distance of 34.32 feet;
5. N 53° 47' 50" W a distance of 29.23 feet;
6. N 75° 08' 14" W a distance of 35.56 feet;
7. N 85° 37' 54" W a distance of 30.90 feet;
8. S 89° 52' 43" W a distance of 27.50 feet;
9. N 87° 06' 51" W a distance of 30.91 feet;
10. N 85° 25' 50" W a distance of 33.32 feet;
11. N 83° 57' 02" W a distance of 32.67 feet;
12. N 82° 55' 20" W a distance of 27.68 feet;
13. N 84° 02' 37" W a distance of 25.81 feet;
14. N 85° 10' 50" W a distance of 29.44 feet;
15. N 85° 57' 08" W a distance of 28.99 feet;

16. N 85° 47' 52" W a distance of 28.17 feet;
17. N 81° 25' 50" W a distance of 28.60 feet;
18. N 76° 41' 49" W a distance of 29.15 feet;
19. N 73° 08' 35" W a distance of 28.55 feet;
20. N 70° 53' 21" W a distance of 28.11 feet;
21. N 69° 40' 34" W a distance of 29.60 feet;
22. N 69° 16' 06" W a distance of 30.58 feet;
23. N 69° 23' 51" W a distance of 31.51 feet;
24. N 69° 00' 03" W a distance of 30.04 feet;
25. N 67° 48' 40" W a distance of 31.55 feet;
26. N 68° 24' 20" W a distance of 27.25 feet;
27. N 62° 37' 03" W a distance of 29.46 feet;
28. N 58° 52' 53" W a distance of 25.03 feet;
29. N 54° 58' 57" W a distance of 28.04 feet;
30. N 57° 56' 49" W a distance of 30.20 feet;
31. N 61° 34' 17" W a distance of 32.80 feet;
32. N 66° 40' 06" W a distance of 25.01 feet to a point on line 1-4 of Washingtons Day Lode, US Mineral Survey 11885;

thence along said line 1-4 N 39° 23' 17" E a distance of 633.47 feet to corner No. 4 of said Washingtons Day Lode;

thence along line 4-3 of said Washingtons Day Lode N 45° 12' 18" W a distance of 150.58 feet to corner No. 3 of said Washingtons Day Lode;

thence N 40° 53' 21" W a distance of 1,096.94 feet;

thence N 47° 01' 18" E a distance of 320.86 feet;

thence N 42° 58' 23" W a distance of 169.95 feet;

thence S 47° 00' 48" W a distance of 314.68 feet;

thence N 40° 53' 21" W a distance of 710.26 feet to the Point of Beginning,

EXCEPT the Denver Lode, US Mineral Survey 745, total parcel containing 100.5 acres gross, 95.35 acres net more or less.

Lake Gulch Whiskey Resort Annexation No.2

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $69^{\circ}30'48''$ E a distance of 3,617.79 feet to the point of intersection of line 3-4 of the Clay County Lode, US Mineral Survey No. 360 with line 4-1 of the Williams Crossing Lode, US Mineral Survey No. 15824 being the Point of Beginning.

Thence S $40^{\circ}53'21''$ E along the City of Black Hawk Boundary a distance of 710.26 feet;

thence N $47^{\circ}00'48''$ E a distance of 314.68 feet;

thence S $42^{\circ}58'23''$ E a distance of 169.95 feet;

thence S $47^{\circ}01'18''$ W a distance of 320.86 feet;

thence S $40^{\circ}53'21''$ E a distance of 1096.94 feet to corner No. 3 of the Washingtons Day Lode, US Mineral Survey 11885;

thence along line 3-2 of said Washingtons Day Lode S $39^{\circ}23'18''$ W a distance of 664.25 feet to a point on the easterly edge of Lake Gulch Road, County Road 6;

thence along said easterly edge the following 42 courses:

1. N $48^{\circ}28'12''$ W a distance of 24.56 feet;
2. N $50^{\circ}23'24''$ W a distance of 26.25 feet;
3. N $53^{\circ}50'43''$ W a distance of 25.59 feet;
4. N $53^{\circ}43'00''$ W a distance of 33.90 feet;
5. N $52^{\circ}37'45''$ W a distance of 28.19 feet;
6. N $51^{\circ}12'12''$ W a distance of 30.55 feet;
7. N $49^{\circ}32'52''$ W a distance of 30.52 feet;
8. N $48^{\circ}21'34''$ W a distance of 28.91 feet;
9. N $47^{\circ}37'34''$ W a distance of 28.24 feet;
10. N $45^{\circ}09'35''$ W a distance of 27.49 feet;
11. N $43^{\circ}31'15''$ W a distance of 28.13 feet;

12. N 42° 12' 45" W a distance of 27.54 feet;
13. N 38° 01' 46" W a distance of 25.88 feet;
14. N 34° 08' 31" W a distance of 30.46 feet;
15. N 37° 44' 53" W a distance of 28.83 feet;
16. N 42° 43' 23" W a distance of 30.25 feet;
17. N 43° 58' 04" W a distance of 27.96 feet;
18. N 45° 20' 47" W a distance of 27.74 feet;
19. N 49° 06' 25" W a distance of 26.55 feet;
20. N 51° 35' 16" W a distance of 26.06 feet;
21. N 59° 58' 24" W a distance of 29.16 feet;
22. N 61° 25' 24" W a distance of 33.52 feet;
23. N 61° 44' 13" W a distance of 33.59 feet;
24. N 59° 21' 59" W a distance of 26.42 feet;
25. N 49° 29' 24" W a distance of 26.70 feet;
26. N 37° 52' 45" W a distance of 31.32 feet;
27. N 30° 56' 40" W a distance of 24.48 feet;
28. N 29° 24' 22" W a distance of 27.32 feet;
29. N 33° 48' 48" W a distance of 27.44 feet;
30. N 38° 52' 14" W a distance of 38.09 feet;
31. N 46° 02' 34" W a distance of 25.97 feet;
32. N 47° 57' 34" W a distance of 35.15 feet;
33. N 47° 25' 27" W a distance of 31.08 feet;
34. N 43° 51' 36" W a distance of 31.28 feet;
35. N 39° 40' 26" W a distance of 30.10 feet;
36. N 41° 30' 58" W a distance of 32.61 feet;
37. N 41° 29' 04" W a distance of 32.31 feet;
38. N 41° 52' 51" W a distance of 35.65 feet;
39. N 42° 17' 50" W a distance of 25.71 feet;

40. N 44° 56' 55" W a distance of 26.51 feet;
41. N 47° 16' 09" W a distance of 32.58 feet;
42. N 44° 25' 34" W a distance of 5.81 feet to the point of intersection with line 4-3 of the
Tariff Lode, US Mineral Survey No. 966;
thence N 47° 01' 18" E along said line 4-3 of said Tariff Lode a distance of 1068.76 feet to
corner No. 3 of said Tariff Lode;
thence N 42° 58' 23" W along line 3-2 of said Tariff Lode a distance of 149.95 feet to corner No.
2 of said Tariff lode;
thence S 47° 00' 48" W along line 2-1 of said Tariff Lode a distance of 367.57 feet to the point of
intersection with line 2-3 of the Williams Lode, US Mineral Survey No. 15824;
thence N 47° 53' 26" W along said line 2-3 of said Williams Lode a distance of 660.81 feet to the
point of intersection with line 6-5 of the East Clay County Lode, US Mineral Survey No. 18776;
thence S 17° 31' 51" W along said line 6-5 of said East Clay County Lode a distance of 88.60
feet to the point of intersection with line 3-2 of the Clay County Lode, US Mineral Survey No.
329A;
thence N 51° 26' 36" W along said line 3-2 of said Clay County Lode a distance of 26.56 feet to
corner No. 4 of said Clay County Lode, US Mineral Survey No. 360;
thence N 52° 11' 23" W along line 4-1 of said Clay County Lode, US Mineral Survey No. 360 a
distance of 114.49 feet to corner No. 2 of said Clay County Lode, US Mineral Survey No. 329A;
thence S 37° 28' 00" W along line 2-1 of said Clay County Lode, US Mineral Survey No. 329A a
distance of 547.96 feet to the point of intersection with line 4-1 of the Clay County Lode, US
Mineral Survey No. 329B;
thence N 54° 01' 59" W along said line 4-1 of the Clay County Lode, US Mineral Survey No.
329B a distance of 109.70 feet to corner No. 1 of said Clay County Lode, US Mineral Survey
No. 329B;
thence S 50° 08' 44" W along line 1-2 of said Clay County Lode, US Mineral Survey No. 329B a
distance of 172.25 feet to the point of intersection with the easterly edge of Lake Gulch Road;
thence along said easterly edge of Lake Gulch Road the following 12 courses:
 1. N 52° 05' 43" W a distance of 4.07 feet;
 2. N 50° 32' 17" W a distance of 30.12 feet;
 3. N 48° 45' 27" W a distance of 31.84 feet;
 4. N 48° 19' 15" W a distance of 29.52 feet;
 5. N 44° 59' 11" W a distance of 32.08 feet;

6. N 38° 27' 56" W a distance of 34.04 feet;
7. N 34° 37' 33" W a distance of 32.85 feet;
8. N 32° 21' 41" W a distance of 28.92 feet;
9. N 30° 53' 34" W a distance of 33.92 feet;
10. N 29° 02' 31" W a distance of 37.67 feet;
11. N 28° 29' 34" W a distance of 25.05 feet;
12. N 28° 12' 54" W a distance of 1.33 feet to the point of intersection with line 1-2 of the Caledonia Lode, US Mineral Survey No. MS 519;

thence N 49° 29' 47" E along said line 1-2 of said Caledonia Lode a distance of 724.79 feet to the point of intersection with line 6-5 of the Golden Gad Lode, US Mineral Survey No. 13048;

thence N 31° 43' 33" W along said line 6-5 of said Golden Gad Lode a distance of 50.45 feet to the point of intersection with the east-west centerline of said NW ¼ of said Section 18 and the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said east-west centerline of the NW ¼ and along the City of Black Hawk Patented Boundary a distance of 258.49 feet to the N 1/16th corner on the north-south centerline of said Section 18;

thence N 89° 32' 31" E along the east-west centerline of the NE ¼ of said Section 18 and along the City of Black Hawk Patented Boundary a distance of 246.17 feet to the point of intersection with line 3-4 of the Clay County Lode, US Mineral Survey No. 360;

thence S 27° 50' 26" W along said line 3-4 of said Clay County Lode a distance of 157.91 feet to the point of intersection with line 4-1 of the Williams Crossing Lode, US Mineral Survey No. 15824, the Point of Beginning, containing 29.21 acres more or less.

Lake Gulch Whiskey Resort Annexation No.3

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 00°14'12" E along the east line of the NE ¼ of said Section 13 a distance of 876.53 feet to the point of intersection with the northerly and easterly edge of Lake Gulch Road, County Road 6. Thence along said northerly and easterly edge of Lake Gulch Road the following 66 courses:

1. S 84° 44' 44" E a distance of 13.72 feet;

2. S 85° 15' 25" E a distance of 35.41 feet;
3. S 84° 42' 28" E a distance of 33.69 feet;
4. S 85° 28' 26" E a distance of 32.03 feet;
5. S 86° 21' 19" E a distance of 31.14 feet;
6. S 87° 13' 04" E a distance of 29.82 feet;
7. S 88° 23' 53" E a distance of 29.18 feet;
8. S 88° 24' 09" E a distance of 34.66 feet;
9. S 88° 22' 11" E a distance of 25.20 feet;
10. S 88° 22' 02" E a distance of 36.97 feet;
11. S 89° 43' 04" E a distance of 35.02 feet;
12. N 88° 16' 44" E a distance of 36.59 feet;
13. N 87° 31' 19" E a distance of 26.26 feet;
14. N 85° 29' 19" E a distance of 27.58 feet;
15. N 84° 48' 46" E a distance of 29.08 feet;
16. N 84° 07' 35" E a distance of 28.85 feet;
17. N 82° 03' 23" E a distance of 28.00 feet;
18. N 78° 58' 54" E a distance of 26.68 feet;
19. N 76° 54' 40" E a distance of 25.60 feet;
20. N 77° 08' 36" E a distance of 25.55 feet;
21. N 78° 10' 02" E a distance of 25.48 feet;
22. N 78° 39' 54" E a distance of 37.64 feet;
23. N 79° 54' 14" E a distance of 26.32 feet;
24. N 80° 28' 29" E a distance of 26.01 feet;
25. N 80° 13' 10" E a distance of 25.64 feet;
26. N 82° 00' 47" E a distance of 25.87 feet;
27. N 83° 11' 19" E a distance of 25.72 feet;
28. N 81° 54' 30" E a distance of 25.51 feet;
29. N 80° 36' 50" E a distance of 36.86 feet;

30. N 77° 53' 04" E a distance of 25.17 feet;
31. N 76° 30' 21" E a distance of 26.42 feet;
32. N 74° 45' 56" E a distance of 26.43 feet;
33. N 73° 10' 29" E a distance of 27.05 feet;
34. N 71° 02' 53" E a distance of 28.52 feet;
35. N 69° 29' 32" E a distance of 29.17 feet;
36. N 68° 02' 26" E a distance of 28.70 feet;
37. N 68° 11' 55" E a distance of 28.34 feet;
38. N 68° 11' 21" E a distance of 28.58 feet;
39. N 70° 17' 29" E a distance of 27.99 feet;
40. N 72° 23' 23" E a distance of 26.42 feet;
41. N 72° 28' 10" E a distance of 26.21 feet;
42. N 68° 41' 24" E a distance of 27.08 feet;
43. N 71° 51' 48" E a distance of 27.85 feet;
44. N 74° 45' 31" E a distance of 27.76 feet;
45. N 75° 42' 50" E a distance of 28.93 feet;
46. N 77° 13' 39" E a distance of 29.52 feet;
47. N 78° 51' 11" E a distance of 28.58 feet;
48. N 78° 32' 38" E a distance of 26.85 feet;
49. N 76° 41' 51" E a distance of 25.03 feet;
50. N 79° 17' 59" E a distance of 29.12 feet;
51. N 78° 11' 27" E a distance of 5.49 feet;
52. N 77° 38' 35" E a distance of 34.79 feet;
53. N 77° 18' 33" E a distance of 34.86 feet;
54. N 76° 11' 24" E a distance of 34.36 feet;
55. N 76° 19' 36" E a distance of 34.21 feet;
56. N 75° 55' 53" E a distance of 32.92 feet;
57. N 75° 45' 56" E a distance of 33.64 feet;

58. N 77° 56' 07" E a distance of 54.90 feet;
59. N 79° 21' 17" E a distance of 32.59 feet;
60. N 79° 51' 30" E a distance of 30.19 feet;
61. N 81° 04' 54" E a distance of 30.69 feet;
62. N 82° 42' 42" E a distance of 26.71 feet;
63. N 85° 59' 16" E a distance of 29.83 feet;
64. N 87° 30' 36" E a distance of 25.59 feet;
65. N 89° 45' 47" E a distance of 26.85 feet;
66. S 89° 47' 40" E a distance of 21.27 feet to the point of intersection with line 3-2 of the St. Anthony Lode, US Mineral Survey No. 19174;

thence N 39° 31' 27" E along said line 3-2 of said St. Anthony Lode a distance of 246.50 feet to the point of intersection with line 1-6 of the Susan-Mary Lode, US Mineral Survey No. 694;

thence S 19° 06' 00" E along said line 1-6 of said Susan-Mary Lode a distance of 35.27 feet to corner No. 6 of said Susan-Mary Lode;

thence N 70° 54' 00" E along line 6-5 of said Susan-Mary Lode a distance of 224.97 feet to the point of intersection with the east-west centerline of the NW 1/4 of said Section 18, the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said east-west centerline and City of Black Hawk Patented Boundary a distance of 553.67 feet to the point of intersection with line 4-3 of the Golden Gad Lode, US Mineral Survey No. 13048;

thence S 49° 45' 10" W along said line 4-3 of said Golden Gad Lode a distance of 340.06 feet to corner No. 3 of said Golden Gad Lode;

thence S 63° 17' 40" W along line 3-2 of said Golden Gad Lode a distance of 259.61 feet to the point of intersection with the easterly edge of Lake Gulch Road;

thence along said easterly edge of Lake Gulch Road the following 178 courses:

79. S 47° 36' 27" E a distance of 20.45 feet;
80. S 37° 01' 46" E a distance of 33.69 feet;
81. S 31° 20' 23" E a distance of 35.62 feet;
82. S 29° 21' 33" E a distance of 35.80 feet;
83. S 28° 33' 24" E a distance of 35.14 feet;
84. S 28° 15' 54" E a distance of 26.48 feet;

85. S 28° 12' 54" E a distance of 25.97 feet;
86. S 28° 29' 34" E a distance of 25.05 feet;
87. S 29° 02' 31" E a distance of 37.67 feet;
88. S 30° 53' 34" E a distance of 33.92 feet;
89. S 32° 21' 41" E a distance of 28.92 feet;
90. S 34° 37' 33" E a distance of 32.85 feet;
91. S 38° 27' 56" E a distance of 34.04 feet;
92. S 44° 59' 11" E a distance of 32.08 feet;
93. S 48° 19' 15" E a distance of 29.52 feet;
94. S 48° 45' 27" E a distance of 31.84 feet;
95. S 50° 32' 17" E a distance of 30.12 feet;
96. S 52° 05' 43" E a distance of 32.15 feet;
97. S 51° 09' 16" E a distance of 29.84 feet;
98. S 51° 16' 35" E a distance of 28.26 feet;
99. S 53° 32' 16" E a distance of 26.81 feet;
100. S 54° 36' 48" E a distance of 27.25 feet;
101. S 54° 32' 13" E a distance of 32.80 feet;
102. S 57° 04' 54" E a distance of 26.24 feet;
103. S 58° 48' 15" E a distance of 27.12 feet;
104. S 58° 36' 20" E a distance of 29.13 feet;
105. S 57° 16' 49" E a distance of 30.45 feet;
106. S 57° 52' 07" E a distance of 29.57 feet;
107. S 57° 47' 48" E a distance of 29.54 feet;
108. S 58° 32' 09" E a distance of 30.64 feet;
109. S 58° 55' 55" E a distance of 31.93 feet;
110. S 60° 47' 03" E a distance of 32.05 feet;
111. S 64° 12' 09" E a distance of 30.05 feet;
112. S 66° 59' 32" E a distance of 31.36 feet;

- 113. S 64° 57' 54" E a distance of 31.74 feet;
- 114. S 66° 27' 41" E a distance of 30.74 feet;
- 115. S 62° 36' 41" E a distance of 31.24 feet;
- 116. S 56° 45' 33" E a distance of 32.71 feet;
- 117. S 52° 10' 05" E a distance of 34.02 feet;
- 118. S 47° 33' 12" E a distance of 35.06 feet;
- 119. S 46° 14' 32" E a distance of 33.54 feet;
- 120. S 46° 05' 49" E a distance of 31.95 feet;
- 121. S 47° 24' 34" E a distance of 33.28 feet;
- 122. S 46° 33' 23" E a distance of 34.15 feet;
- 123. S 45° 20' 14" E a distance of 34.73 feet;
- 124. S 45° 05' 49" E a distance of 33.04 feet;
- 125. S 45° 18' 29" E a distance of 32.28 feet;
- 126. S 44° 25' 34" E a distance of 31.87 feet;
- 127. S 47° 16' 09" E a distance of 32.58 feet;
- 128. S 44° 56' 55" E a distance of 26.51 feet;
- 129. S 42° 17' 50" E a distance of 25.71 feet;
- 130. S 41° 52' 51" E a distance of 35.65 feet;
- 131. S 41° 29' 04" E a distance of 32.31 feet;
- 132. S 41° 30' 58" E a distance of 32.61 feet;
- 133. S 39° 40' 26" E a distance of 30.10 feet;
- 134. S 43° 51' 36" E a distance of 31.28 feet;
- 135. S 47° 25' 27" E a distance of 31.08 feet;
- 136. S 47° 57' 34" E a distance of 35.15 feet;
- 137. S 46° 02' 34" E a distance of 25.97 feet;
- 138. S 38° 52' 14" E a distance of 38.09 feet;
- 139. S 33° 48' 48" E a distance of 27.44 feet;
- 140. S 29° 24' 22" E a distance of 27.32 feet;

141. S 30° 56' 40" E a distance of 24.48 feet;
142. S 37° 52' 45" E a distance of 31.32 feet;
143. S 49° 29' 24" E a distance of 26.70 feet;
144. S 59° 21' 59" E a distance of 26.42 feet;
145. S 61° 44' 13" E a distance of 33.59 feet;
146. S 61° 25' 24" E a distance of 33.52 feet;
147. S 59° 58' 24" E a distance of 29.16 feet;
148. S 51° 35' 16" E a distance of 26.06 feet;
149. S 49° 06' 25" E a distance of 26.55 feet;
150. S 45° 20' 47" E a distance of 27.74 feet;
151. S 43° 58' 04" E a distance of 27.96 feet;
152. S 42° 43' 23" E a distance of 30.25 feet;
153. S 37° 44' 53" E a distance of 28.83 feet;
154. S 34° 08' 31" E a distance of 30.46 feet;
155. S 38° 01' 46" E a distance of 25.88 feet;
156. S 42° 12' 45" E a distance of 27.54 feet;
157. S 43° 31' 15" E a distance of 28.13 feet;
158. S 45° 09' 35" E a distance of 27.49 feet;
159. S 47° 37' 34" E a distance of 28.24 feet;
160. S 48° 21' 34" E a distance of 28.91 feet;
161. S 49° 32' 52" E a distance of 30.52 feet;
162. S 51° 12' 12" E a distance of 30.55 feet;
163. S 52° 37' 45" E a distance of 28.19 feet;
164. S 53° 43' 00" E a distance of 33.90 feet;
165. S 53° 50' 43" E a distance of 25.59 feet;
166. S 50° 23' 24" E a distance of 26.25 feet;
167. S 48° 28' 12" E a distance of 27.86 feet;
168. S 48° 55' 48" E a distance of 29.88 feet;

169. S 51° 44' 53" E a distance of 28.55 feet;
170. S 56° 10' 53" E a distance of 31.14 feet;
171. S 62° 17' 04" E a distance of 31.05 feet;
172. S 66° 41' 03" E a distance of 25.85 feet;
173. S 66° 40' 06" E a distance of 27.06 feet;
174. S 61° 34' 17" E a distance of 32.80 feet;
175. S 57° 56' 49" E a distance of 30.20 feet;
176. S 54° 58' 57" E a distance of 28.04 feet;
177. S 58° 52' 53" E a distance of 25.03 feet;
178. S 62° 37' 03" E a distance of 29.46 feet;
179. S 68° 24' 20" E a distance of 27.25 feet;
180. S 67° 48' 40" E a distance of 31.55 feet;
181. S 69° 00' 03" E a distance of 30.04 feet;
182. S 69° 23' 51" E a distance of 31.51 feet;
183. S 69° 16' 06" E a distance of 30.58 feet;
184. S 69° 40' 34" E a distance of 29.60 feet;
185. S 70° 53' 21" E a distance of 28.11 feet;
186. S 73° 08' 35" E a distance of 28.55 feet;
187. S 76° 41' 49" E a distance of 29.15 feet;
188. S 81° 25' 50" E a distance of 28.60 feet;
189. S 85° 47' 52" E a distance of 28.17 feet;
190. S 85° 57' 08" E a distance of 28.99 feet;
191. S 85° 10' 50" E a distance of 29.44 feet;
192. S 84° 02' 37" E a distance of 25.81 feet;
193. S 82° 55' 20" E a distance of 27.68 feet;
194. S 83° 57' 02" E a distance of 32.67 feet;
195. S 85° 25' 50" E a distance of 33.32 feet;
196. S 87° 06' 51" E a distance of 30.91 feet;

197. N 89° 52' 43" E a distance of 27.50 feet;
198. S 85° 37' 54" E a distance of 30.90 feet;
199. S 75° 08' 14" E a distance of 35.56 feet;
200. S 53° 47' 50" E a distance of 29.23 feet;
201. S 38° 37' 56" E a distance of 34.32 feet;
202. S 18° 09' 05" E a distance of 33.14 feet;
203. S 07° 44' 55" E a distance of 32.64 feet;
204. S 04° 13' 02" E a distance of 31.99 feet;
205. S 00° 41' 58" W a distance of 31.57 feet;
206. S 01° 13' 29" W a distance of 32.44 feet;
207. S 00° 03' 20" E a distance of 32.16 feet;
208. S 02° 47' 46" W a distance of 28.30 feet;
209. S 06° 12' 17" W a distance of 38.26 feet;
210. S 16° 17' 42" W a distance of 37.16 feet;
211. S 24° 29' 21" W a distance of 29.34 feet;
212. S 28° 41' 22" W a distance of 45.06 feet;
213. S 34° 24' 43" W a distance of 30.28 feet;
214. S 40° 01' 56" W a distance of 30.05 feet;
215. S 43° 22' 45" W a distance of 38.41 feet;
216. S 41° 40' 02" W a distance of 34.91 feet;
217. S 37° 13' 45" W a distance of 32.47 feet;
218. S 31° 34' 31" W a distance of 32.66 feet;
219. S 26° 02' 44" W a distance of 35.71 feet;
220. S 24° 24' 12" W a distance of 32.11 feet;
221. S 20° 02' 45" W a distance of 28.30 feet;
222. S 19° 00' 54" W a distance of 35.03 feet;
223. S 15° 53' 59" W a distance of 32.80 feet;
224. S 13° 56' 52" W a distance of 28.35 feet;

- 225. S 13° 41' 03" W a distance of 27.80 feet;
- 226. S 14° 06' 12" W a distance of 47.10 feet;
- 227. S 11° 45' 46" W a distance of 29.86 feet;
- 228. S 13° 18' 52" W a distance of 15.92 feet;
- 229. S 10° 22' 47" W a distance of 30.16 feet;
- 230. S 09° 29' 42" W a distance of 30.12 feet;
- 231. S 11° 50' 43" W a distance of 31.40 feet;
- 232. S 11° 03' 12" W a distance of 31.62 feet;
- 233. S 10° 04' 56" W a distance of 25.34 feet;
- 234. S 11° 08' 36" W a distance of 19.58 feet;
- 235. S 33° 47' 37" E a distance of 7.58 feet;
- 236. S 32° 05' 32" E a distance of 27.59 feet;
- 237. S 44° 08' 01" E a distance of 29.13 feet;
- 238. S 52° 04' 36" E a distance of 27.04 feet;
- 239. S 54° 37' 49" E a distance of 25.73 feet;
- 240. S 54° 46' 58" E a distance of 26.38 feet;
- 241. S 58° 03' 45" E a distance of 30.82 feet;
- 242. S 59° 18' 04" E a distance of 25.17 feet;
- 243. S 63° 19' 05" E a distance of 29.27 feet;
- 244. S 60° 16' 48" E a distance of 30.28 feet;
- 245. S 61° 39' 09" E a distance of 33.01 feet;
- 246. S 61° 28' 38" E a distance of 33.37 feet;
- 247. S 55° 46' 17" E a distance of 29.95 feet;
- 248. S 56° 17' 05" E a distance of 38.86 feet;
- 249. S 51° 45' 51" E a distance of 57.67 feet;
- 250. S 48° 44' 08" E a distance of 91.48 feet;
- 251. S 45° 53' 24" E a distance of 48.20 feet;
- 252. S 43° 37' 26" E a distance of 41.87 feet;

- 253. S 45° 38' 04" E a distance of 24.91 feet;
- 254. S 49° 36' 04" E a distance of 29.00 feet;
- 255. S 53° 53' 44" E a distance of 30.11 feet;
- 256. S 58° 27' 45" E a distance of 15.49 feet to the point of intersection with the south line of the SE ¼ of said Section 18;

thence N 89° 44' 17" W along said south line of said SE ¼ of said Section 18 a distance of 39.68 feet to the point of intersection with the westerly and southerly edge of said Lake Gulch Road;

thence along said westerly and southerly edge of said Lake Gulch Road the following 259 courses:

- 1. N 53° 53' 44" W a distance of 14.21 feet;
- 2. N 49° 36' 04" W a distance of 30.59 feet;
- 3. N 45° 38' 04" W a distance of 26.06 feet;
- 4. N 43° 37' 26" W a distance of 41.82 feet;
- 5. N 45° 53' 24" W a distance of 47.21 feet;
- 6. N 48° 44' 08" W a distance of 90.36 feet;
- 7. N 51° 45' 51" W a distance of 56.22 feet;
- 8. N 56° 17' 05" W a distance of 38.09 feet;
- 9. N 55° 46' 17" W a distance of 28.96 feet;
- 10. N 61° 28' 38" W a distance of 32.24 feet;
- 11. N 61° 39' 09" W a distance of 33.24 feet;
- 12. N 60° 16' 48" W a distance of 29.96 feet;
- 13. N 63° 19' 05" W a distance of 29.46 feet;
- 14. N 59° 18' 04" W a distance of 26.18 feet;
- 15. N 58° 03' 45" W a distance of 31.69 feet;
- 16. N 54° 46' 58" W a distance of 27.04 feet;
- 17. N 54° 37' 49" W a distance of 26.25 feet;
- 18. N 52° 04' 36" W a distance of 29.05 feet;
- 19. N 44° 08' 01" W a distance of 32.98 feet;
- 20. N 32° 05' 32" W a distance of 29.58 feet;

21. N 33° 47' 37" W a distance of 16.35 feet;
22. N 11° 08' 36" E a distance of 28.47 feet;
23. N 10° 04' 56" E a distance of 25.32 feet;
24. N 11° 03' 12" E a distance of 31.96 feet;
25. N 11° 50' 43" E a distance of 31.10 feet;
26. N 09° 29' 42" E a distance of 29.84 feet;
27. N 10° 22' 47" E a distance of 30.89 feet;
28. N 13° 18' 52" E a distance of 16.19 feet;
29. N 11° 45' 46" E a distance of 30.01 feet;
30. N 14° 06' 12" E a distance of 47.47 feet;
31. N 13° 41' 03" E a distance of 27.77 feet;
32. N 13° 56' 52" E a distance of 28.78 feet;
33. N 15° 53' 59" E a distance of 33.77 feet;
34. N 19° 00' 54" E a distance of 35.82 feet;
35. N 20° 02' 45" E a distance of 29.34 feet;
36. N 24° 24' 12" E a distance of 33.26 feet;
37. N 26° 02' 44" E a distance of 37.09 feet;
38. N 31° 34' 31" E a distance of 34.81 feet;
39. N 37° 13' 45" E a distance of 34.41 feet;
40. N 41° 40' 02" E a distance of 36.10 feet;
41. N 43° 22' 45" E a distance of 38.09 feet;
42. N 40° 01' 56" E a distance of 28.32 feet;
43. N 34° 24' 43" E a distance of 28.10 feet;
44. N 28° 41' 22" E a distance of 43.15 feet;
45. N 24° 29' 21" E a distance of 26.96 feet;
46. N 16° 17' 42" E a distance of 33.64 feet;
47. N 06° 12' 17" E a distance of 35.66 feet;
48. N 02° 47' 46" E a distance of 27.09 feet;

49. N 00° 03' 20" W a distance of 31.86 feet;
50. N 01° 13' 29" E a distance of 32.59 feet;
51. N 00° 41' 58" E a distance of 30.52 feet;
52. N 04° 13' 02" W a distance of 30.37 feet;
53. N 07° 44' 55" W a distance of 29.96 feet;
54. N 18° 09' 05" W a distance of 27.17 feet;
55. N 38° 37' 56" W a distance of 27.41 feet;
56. N 53° 47' 50" W a distance of 22.16 feet;
57. N 75° 08' 14" W a distance of 29.40 feet;
58. N 85° 37' 54" W a distance of 28.02 feet;
59. S 89° 52' 43" W a distance of 27.21 feet;
60. N 87° 06' 51" W a distance of 31.81 feet;
61. N 85° 25' 50" W a distance of 33.93 feet;
62. N 83° 57' 02" W a distance of 33.15 feet;
63. N 82° 55' 20" W a distance of 27.67 feet;
64. N 84° 02' 37" W a distance of 25.38 feet;
65. N 85° 10' 50" W a distance of 29.07 feet;
66. N 85° 57' 08" W a distance of 28.87 feet;
67. N 85° 47' 52" W a distance of 29.04 feet;
68. N 81° 25' 50" W a distance of 30.35 feet;
69. N 76° 41' 49" W a distance of 30.74 feet;
70. N 73° 08' 35" W a distance of 29.67 feet;
71. N 70° 53' 21" W a distance of 28.78 feet;
72. N 69° 40' 34" W a distance of 29.91 feet;
73. N 69° 16' 06" W a distance of 30.63 feet;
74. N 69° 23' 51" W a distance of 31.56 feet;
75. N 69° 00' 03" W a distance of 30.35 feet;
76. N 67° 48' 40" W a distance of 31.66 feet;

77. N 68° 24' 20" W a distance of 28.25 feet;
78. N 62° 37' 03" W a distance of 31.29 feet;
79. N 58° 52' 53" W a distance of 26.50 feet;
80. N 54° 58' 57" W a distance of 28.22 feet;
81. N 57° 56' 49" W a distance of 28.94 feet;
82. N 61° 34' 17" W a distance of 31.12 feet;
83. N 66° 40' 06" W a distance of 26.08 feet;
84. N 66° 41' 03" W a distance of 26.69 feet;
85. N 62° 17' 04" W a distance of 33.06 feet;
86. N 56° 10' 53" W a distance of 33.17 feet;
87. N 51° 44' 53" W a distance of 29.94 feet;
88. N 48° 55' 48" W a distance of 30.51 feet;
89. N 48° 28' 12" W a distance of 27.58 feet;
90. N 50° 23' 24" W a distance of 25.21 feet;
91. N 53° 50' 43" W a distance of 24.95 feet;
92. N 53° 43' 00" W a distance of 34.13 feet;
93. N 52° 37' 45" W a distance of 28.67 feet;
94. N 51° 12' 12" W a distance of 31.14 feet;
95. N 49° 32' 52" W a distance of 31.07 feet;
96. N 48° 21' 34" W a distance of 29.28 feet;
97. N 47° 37' 34" W a distance of 28.86 feet;
98. N 45° 09' 35" W a distance of 28.28 feet;
99. N 43° 31' 15" W a distance of 28.69 feet;
100. N 42° 12' 45" W a distance of 28.59 feet;
101. N 38° 01' 46" W a distance of 27.43 feet;
102. N 34° 08' 31" W a distance of 30.52 feet;
103. N 37° 44' 53" W a distance of 27.18 feet;
104. N 42° 43' 23" W a distance of 29.05 feet;

105. N 43° 58' 04" W a distance of 27.46 feet;
106. N 45° 20' 47" W a distance of 26.75 feet;
107. N 49° 06' 25" W a distance of 25.35 feet;
108. N 51° 35' 16" W a distance of 23.97 feet;
109. N 59° 58' 24" W a distance of 27.27 feet;
110. N 61° 25' 24" W a distance of 33.19 feet;
111. N 61° 44' 13" W a distance of 33.99 feet;
112. N 59° 21' 59" W a distance of 28.78 feet;
113. N 49° 29' 24" W a distance of 30.84 feet;
114. N 37° 52' 45" W a distance of 34.89 feet;
115. N 30° 56' 40" W a distance of 26.10 feet;
116. N 29° 24' 22" W a distance of 26.77 feet;
117. N 33° 48' 48" W a distance of 25.62 feet;
118. N 38° 52' 14" W a distance of 35.74 feet;
119. N 46° 02' 34" W a distance of 24.23 feet;
120. N 47° 57' 34" W a distance of 34.89 feet;
121. N 47° 25' 27" W a distance of 31.87 feet;
122. N 43° 51' 36" W a distance of 32.77 feet;
123. N 39° 40' 26" W a distance of 30.55 feet;
124. N 41° 30' 58" W a distance of 32.25 feet;
125. N 41° 29' 04" W a distance of 32.24 feet;
126. N 41° 52' 51" W a distance of 35.49 feet;
127. N 42° 17' 50" W a distance of 25.12 feet;
128. N 44° 56' 55" W a distance of 25.56 feet;
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130. N 44° 25' 34" W a distance of 32.24 feet;
131. N 45° 18' 29" W a distance of 32.15 feet;
132. N 45° 05' 49" W a distance of 33.03 feet;

133. N 45° 20' 14" W a distance of 34.45 feet;
134. N 46° 33' 23" W a distance of 33.75 feet;
135. N 47° 24' 34" W a distance of 33.36 feet;
136. N 46° 05' 49" W a distance of 32.17 feet;
137. N 46° 14' 32" W a distance of 33.26 feet;
138. N 47° 33' 12" W a distance of 33.92 feet;
139. N 52° 10' 05" W a distance of 32.26 feet;
140. N 56° 45' 33" W a distance of 30.70 feet;
141. N 62° 36' 41" W a distance of 29.38 feet;
142. N 66° 27' 41" W a distance of 30.28 feet;
143. N 64° 57' 54" W a distance of 31.64 feet;
144. N 66° 59' 32" W a distance of 31.51 feet;
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147. N 58° 55' 55" W a distance of 32.37 feet;
148. N 58° 32' 09" W a distance of 30.86 feet;
149. N 57° 47' 48" W a distance of 29.66 feet;
150. N 57° 52' 07" W a distance of 29.67 feet;
151. N 57° 16' 49" W a distance of 30.31 feet;
152. N 58° 36' 20" W a distance of 28.84 feet;
153. N 58° 48' 15" W a distance of 27.42 feet;
154. N 57° 04' 54" W a distance of 27.06 feet;
155. N 54° 32' 13" W a distance of 33.27 feet;
156. N 54° 36' 48" W a distance of 27.44 feet;
157. N 53° 32' 16" W a distance of 27.45 feet;
158. N 51° 16' 35" W a distance of 28.72 feet;
159. N 51° 09' 16" W a distance of 29.69 feet;
160. N 52° 05' 43" W a distance of 32.27 feet;

161. N 50° 32' 17" W a distance of 30.76 feet;
162. N 48° 45' 27" W a distance of 32.27 feet;
163. N 48° 19' 15" W a distance of 30.25 feet;
164. N 44° 59' 11" W a distance of 33.97 feet;
165. N 38° 27' 56" W a distance of 36.03 feet;
166. N 34° 37' 33" W a distance of 34.03 feet;
167. N 32° 21' 41" W a distance of 29.64 feet;
168. N 30° 53' 34" W a distance of 34.55 feet;
169. N 29° 02' 31" W a distance of 38.14 feet;
170. N 28° 29' 34" W a distance of 25.20 feet;
171. N 28° 12' 54" W a distance of 26.03 feet;
172. N 28° 15' 54" W a distance of 26.41 feet;
173. N 28° 33' 24" W a distance of 34.93 feet;
174. N 29° 21' 33" W a distance of 35.27 feet;
175. N 31° 20' 23" W a distance of 34.15 feet;
176. N 37° 01' 46" W a distance of 30.56 feet;
177. N 47° 36' 27" W a distance of 27.50 feet;
178. N 55° 33' 38" W a distance of 30.91 feet;
179. N 61° 36' 30" W a distance of 25.13 feet;
180. N 63° 34' 32" W a distance of 26.32 feet;
181. N 64° 31' 22" W a distance of 25.12 feet;
182. N 67° 22' 05" W a distance of 26.00 feet;
183. N 69° 56' 57" W a distance of 31.66 feet;
184. N 71° 44' 22" W a distance of 26.36 feet;
185. N 73° 18' 40" W a distance of 30.03 feet;
186. N 77° 37' 44" W a distance of 25.62 feet;
187. N 82° 16' 38" W a distance of 26.04 feet;
188. N 88° 32' 40" W a distance of 28.15 feet;

189. S 89° 07' 00" W a distance of 25.28 feet;
190. S 87° 57' 44" W a distance of 28.75 feet;
191. S 89° 11' 41" W a distance of 28.08 feet;
192. S 89° 11' 13" W a distance of 25.02 feet;
193. N 89° 16' 33" W a distance of 25.73 feet;
194. N 89° 47' 40" W a distance of 29.71 feet;
195. S 89° 45' 47" W a distance of 26.33 feet;
196. S 87° 30' 36" W a distance of 24.87 feet;
197. S 85° 59' 16" W a distance of 28.91 feet;
198. S 82° 42' 42" W a distance of 25.77 feet;
199. S 81° 04' 54" W a distance of 30.14 feet;
200. S 79° 51' 30" W a distance of 29.85 feet;
201. S 79° 21' 17" W a distance of 32.22 feet;
202. S 77° 56' 07" W a distance of 54.21 feet;
203. S 75° 45' 56" W a distance of 33.26 feet;
204. S 75° 55' 53" W a distance of 33.03 feet;
205. S 76° 19' 36" W a distance of 34.26 feet;
206. S 76° 11' 24" W a distance of 34.55 feet;
207. S 77° 18' 33" W a distance of 35.14 feet;
208. S 77° 38' 35" W a distance of 34.96 feet;
209. S 78° 11' 27" W a distance of 5.81 feet;
210. S 79° 17' 59" W a distance of 28.84 feet;
211. S 76° 41' 51" W a distance of 24.88 feet;
212. S 78° 32' 38" W a distance of 27.26 feet;
213. S 78° 51' 11" W a distance of 28.33 feet;
214. S 77° 13' 39" W a distance of 28.92 feet;
215. S 75° 42' 50" W a distance of 28.46 feet;
216. S 74° 45' 31" W a distance of 27.02 feet;

- 217. S 71° 51' 48" W a distance of 26.69 feet;
- 218. S 68° 41' 24" W a distance of 27.19 feet;
- 219. S 72° 28' 10" W a distance of 26.92 feet;
- 220. S 72° 23' 23" W a distance of 26.00 feet;
- 221. S 70° 17' 29" W a distance of 27.18 feet;
- 222. S 68° 11' 21" W a distance of 28.17 feet;
- 223. S 68° 11' 55" W a distance of 28.31 feet;
- 224. S 68° 02' 26" W a distance of 28.95 feet;
- 225. S 69° 29' 32" W a distance of 29.75 feet;
- 226. S 71° 02' 53" W a distance of 29.23 feet;
- 227. S 73° 10' 29" W a distance of 27.76 feet;
- 228. S 74° 45' 56" W a distance of 27.07 feet;
- 229. S 76° 30' 21" W a distance of 27.01 feet;
- 230. S 77° 53' 04" W a distance of 25.96 feet;
- 231. S 80° 36' 50" W a distance of 37.64 feet;
- 232. S 81° 54' 30" W a distance of 26.00 feet;
- 233. S 83° 11' 19" W a distance of 25.74 feet;
- 234. S 82° 00' 47" W a distance of 25.30 feet;
- 235. S 80° 13' 10" W a distance of 25.35 feet;
- 236. S 80° 28' 29" W a distance of 25.95 feet;
- 237. S 79° 54' 14" W a distance of 25.97 feet;
- 238. S 78° 39' 54" W a distance of 37.31 feet;
- 239. S 78° 10' 02" W a distance of 25.19 feet;
- 240. S 77° 08' 36" W a distance of 25.31 feet;
- 241. S 76° 54' 40" W a distance of 25.95 feet;
- 242. S 78° 58' 54" W a distance of 27.66 feet;
- 243. S 82° 03' 23" W a distance of 28.99 feet;
- 244. S 84° 07' 35" W a distance of 29.37 feet;

245. S 84° 48' 46" W a distance of 29.34 feet;
 246. S 85° 29' 19" W a distance of 28.10 feet;
 247. S 87° 31' 19" W a distance of 26.80 feet;
 248. S 88° 16' 44" W a distance of 37.12 feet;
 249. N 89° 43' 04" W a distance of 35.66 feet;
 250. N 88° 22' 02" W a distance of 37.23 feet;
 251. N 88° 22' 11" W a distance of 25.20 feet;
 252. N 88° 24' 09" W a distance of 34.65 feet;
 253. N 88° 23' 53" W a distance of 29.41 feet;
 254. N 87° 13' 04" W a distance of 30.21 feet;
 255. N 86° 21' 19" W a distance of 31.47 feet;
 256. N 85° 28' 26" W a distance of 32.34 feet;
 257. N 84° 42' 28" W a distance of 33.73 feet;
 258. N 85° 15' 25" W a distance of 35.41 feet;
 259. N 84° 44' 44" W a distance of 11.88 feet to the point of intersection with the east line of said NE ¼ of said Section 13;
 thence N 00° 14' 12" E along said east line of said NE ¼ of said Section 13 a distance of 22.08 feet to the Point of Beginning containing 8.03 acres more or less.

Lake Gulch Whiskey Resort Annexation No.4

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 77° 17' 58" E a distance of 5,336.50 feet to a point on the easterly edge of Lake Gulch Road, being the Point of Beginning.

Thence S 88° 20' 50" E along the City of Black Hawk Boundary a distance of 663.62 feet to the S 1/16th corner of Sections 17 and 18;

thence S 00° 00' 33" W along the east line of the SE ¼ of said Section 18 a distance of 1312.03 feet to the SE corner of said Section 18;

thence N 89° 44' 17" W along the south line of the SE ¼ of said Section 18 a distance of 387.79 feet to a point on the easterly edge of Lake Gulch Road, County Road 6;

thence along said easterly edge of said Lake Gulch Road the following 32 courses:

1. N 58° 27' 45" W a distance of 15.49 feet;
2. N 53° 53' 44" W a distance of 30.11 feet;
3. N 49° 36' 04" W a distance of 29.00 feet;
4. N 45° 38' 04" W a distance of 24.91 feet;
5. N 43° 37' 26" W a distance of 41.87 feet;
6. N 45° 53' 24" W a distance of 48.20 feet;
7. N 48° 44' 08" W a distance of 91.48 feet;
8. N 51° 45' 51" W a distance of 57.67 feet;
9. N 56° 17' 05" W a distance of 38.86 feet;
10. N 55° 46' 17" W a distance of 29.95 feet;
11. N 61° 28' 38" W a distance of 33.37 feet;
12. N 61° 39' 09" W a distance of 33.01 feet;
13. N 60° 16' 48" W a distance of 30.28 feet;
14. N 63° 19' 05" W a distance of 29.27 feet;
15. N 59° 18' 04" W a distance of 25.17 feet;
16. N 58° 03' 45" W a distance of 30.82 feet;
17. N 54° 46' 58" W a distance of 26.38 feet;
18. N 54° 37' 49" W a distance of 25.73 feet;
19. N 52° 04' 36" W a distance of 27.04 feet;
20. N 44° 08' 01" W a distance of 29.13 feet;
21. N 32° 05' 32" W a distance of 27.59 feet;
22. N 33° 47' 37" W a distance of 7.58 feet;
23. N 11° 08' 36" E a distance of 19.58 feet;
24. N 10° 04' 56" E a distance of 25.34 feet;

25. N 11° 03' 12" E a distance of 31.62 feet;
 26. N 11° 50' 43" E a distance of 31.40 feet;
 27. N 09° 29' 42" E a distance of 30.12 feet;
 28. N 10° 22' 47" E a distance of 30.16 feet;
 29. N 13° 18' 52" E a distance of 15.92 feet;
 30. N 11° 45' 46" E a distance of 29.86 feet;
 31. N 14° 06' 12" E a distance of 47.10 feet;
 32. N 13° 41' 03" E a distance of 24.47 feet to the point of intersection with line 2-3 of the Rickard Lode, US Mineral Survey No. 16283;
- thence N 67° 02' 38" E along said line 2-3 of said Rickard Lode a distance of 945.51 feet to corner No. 3 of said Rickard Lode;
- thence N 23° 02' 09" W along line 3-4 of said Rickard Lode a distance of 150.08 feet to corner No. 4 of said Rickard Lode;
- thence S 67° 01' 09" W along line 4-1 of said Rickard Lode a distance of 153.49 feet to the point of intersection with line 3-4 of the Olivia Lode, US Mineral Survey No. 13916;
- thence S 29° 39' 14" E along said line 3-4 a distance of 131.02 feet to corner No. 4 of said Olivia Lode;
- thence S 60° 16' 49" W along line 4-1 of said Olivia Lode a distance of 150.24 feet to corner No. 1 of said Olivia Lode;
- thence N 29° 41' 13" W along line 1-2 of said Olivia Lode a distance of 148.78 to the point of intersection with said line 4-1 of said Rickard Lode;
- thence S 67° 01' 09" W along said line 4-1 of said Rickard Lode a distance of 497.85 feet to the point of intersection with the easterly line of said Lake Gulch Road;
- thence along said easterly edge of said Lake Gulch Road the following 14 courses:
1. N 31° 34' 31" E a distance of 20.73 feet;
 2. N 37° 13' 45" E a distance of 32.47 feet;
 3. N 41° 40' 02" E a distance of 34.91 feet;
 4. N 43° 22' 45" E a distance of 38.41 feet;
 5. N 40° 01' 56" E a distance of 30.05 feet;
 6. N 34° 24' 43" E a distance of 30.28 feet;
 7. N 28° 41' 22" E a distance of 45.06 feet;

8. N 24° 29' 21" E a distance of 29.34 feet;
9. N 16° 17' 42" E a distance of 37.16 feet;
10. N 06° 12' 17" E a distance of 38.26 feet;
11. N 02° 47' 46" E a distance of 28.30 feet;
12. N 00° 03' 20" W a distance of 32.16 feet;
13. N 01° 13' 29" E a distance of 32.44 feet;
14. N 00° 41' 58" E a distance of 31.57 feet to the Point of Beginning, containing 20.72 acres more or less.

Lake Gulch Whiskey Resort Annexation No.5

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 37° 49' 49" E a distance of 1,154.79 feet to the intersection of line 3-4 of the Annex Lode, US Mineral Survey No. 7799 with the easterly and northerly edge of Lake Gulch Road, County Road 6 being the Point of Beginning.

Thence N 61° 53' 31" E along said line 3-4 of said Annex Lode a distance of 1064.95 feet to the point of intersection with the east-west centerline of the NW $\frac{1}{4}$ of said Section 18 and the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said east-west centerline of said NW $\frac{1}{4}$ and City of Black Hawk Patented Boundary a distance of 227.43 feet to the point of intersection with line 1-4 of the St. Anthony Lode, US Mineral Survey No. 19174;

thence S 39° 30' 42" W along said line 1-4 of said St. Anthony Lode a distance of 328.85 feet to the point of intersection with said easterly and northerly edge of Lake Gulch Road;

thence along said easterly and northerly edge of Lake Gulch Road the following 8 courses:

1. S 79° 21' 17" W a distance of 10.12 feet;
2. S 77° 56' 07" W a distance of 54.90 feet;
3. S 75° 45' 56" W a distance of 33.64 feet;
4. S 75° 55' 53" W a distance of 32.92 feet;

5. S 76° 19' 36" W a distance of 34.21 feet;
6. S 76° 11' 24" W a distance of 34.36 feet;
7. S 77° 18' 33" W a distance of 34.86 feet;
8. S 77° 38' 35" W a distance of 27.75 feet to the point of intersection with line 1-2 of the Elizabeth Lode, US Mineral Survey No. 15894;

thence N 39° 23' 46" E along said line 1-2 of said Elizabeth Lode a distance of 249.88 feet to the point of intersection with line 3-2 of the Black Diamond Lode, US Mineral Survey No. 17634;

thence S 63° 58' 12" W along said line 3-2 of said Black Diamond Lode a distance of 827.46 feet to the point of intersection with said easterly and northerly edge of said Lake Gulch Road;

thence along said easterly and northerly edge of said Lake Gulch Road the following 5 courses:

1. S 80° 36' 50" W a distance of 18.54 feet;
2. S 81° 54' 30" W a distance of 25.51 feet;
3. S 83° 11' 19" W a distance of 25.72 feet;
4. S 82° 00' 47" W a distance of 25.87 feet;
5. S 80° 13' 10" W a distance of 22.34 feet to the Point of Beginning containing 2.58 acres more or less.

Lake Gulch Whiskey Resort Annexation No.6

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 20° 56' 43" E a distance of 997.85 feet to the point of intersection of line 3-4 of the Dale Lode, US Mineral Survey No. 13338 with line 2-1 of the Notaway Extension Lode, US Mineral Survey No. 9722 being the Point of Beginning.

thence N 24° 10' 55" E along said line 2-1 of said Notaway Extension Lode a distance of 105.93 feet to the point of intersection with line 1-5 of the Gulch Lode, US Mineral Survey No. 12784;

thence N 36° 25' 58" E along said line 1-5 of said Gulch Lode a distance of 382.53 feet to corner No. 5 of said Gulch Lode;

thence N 52° 39' 02" W along line 5-4 of said Gulch Lode a distance of 83.36 feet to the point of intersection with said Line 2-1 of said Notaway Extension Lode;

thence N 24° 10' 55" E along said Line 2-1 of said Notaway Extension Lode a distance of 36.99 feet to the point of intersection with the east-west centerline of the NW ¼ of said Section 18 and the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said east-west centerline and City of Black Hawk Patented Boundary a distance of 756.52 feet to the point of intersection with line 1-2 of the Annex Lode, US Mineral Survey No. 7799;

thence S 61° 53' 31" W along said line 1-2 of said Annex Lode a distance of 776.77 feet to the point of intersection with line 7-6 of said Dale Lode, US Mineral Survey No. 13338;

thence N 39° 23' 00" E along said line 7-6 of said Dale Lode a distance of 409.81 feet to corner No. 6 of said Dale Lode;

thence N 50° 28' 19" W along line 6-5 of said Dale Lode a distance of 74.00 feet to corner No. 5 of said Dale Lode;

thence N 89° 24' 17" W along line 5-4 of said Dale Lode a distance of 97.24 feet to corner No. 4 of said Dale Lode;

thence S 39° 23' 43" W along line 4-3 of said Dale Lode a distance of 624.77 feet to the Point of Beginning containing 2.35 acres more or less.

Lake Gulch Whiskey Resort Annexation No.7

A parcel of land located in Sections 17 and 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 77° 17' 58" E a distance of 5,336.50 feet to a point on the easterly edge of Lake Gulch Road;

thence S 88° 20' 50" E along the City of Black Hawk Boundary a distance of 663.62 feet to the S 1/16th corner of Sections 17 and 18 being the Point of Beginning.

Thence N 27° 33' 11" W along the City of Black Hawk Boundary a distance of 938.48 feet to corner No. 4 of the Little Mattie Lode, US Mineral Survey No. 970;

thence N 44° 29' 09" E along line 4-3 of said Little Mattie Lode a distance of 1500.03 feet to corner No. 3 of said Little Mattie Lode;

thence N 42° 07' 27" E along the City of Black Hawk Boundary a distance of 980.96 feet to the north-south centerline of the NW ¼ of said Section 17;

thence S 01° 03' 00" E along said north-south centerline of said NW ¼ of said Section 17 a distance of 1273.98 feet to the W 1/16th corner on the east-west centerline of said NW ¼ of Section 17;

thence S 00° 21' 55" E along said north-south centerline of said NW ¼ of said Section 17 a distance of 111.85 feet to the point of intersection with line 1-2 of the Mascot Lode, US Mineral Survey No. 845;

thence S 55° 22' 15" W along said line 1-2 of said Mascot Lode a distance of 100.62 feet to corner No. 2 of said Mascot Lode;

thence S 34° 54' 36" E along line 2-3 of said Mascot Lode a distance of 146.65 feet to the point of intersection with the north-south centerline of the SW ¼ of said Section 17;

thence S 00° 21' 55" E along said north-south centerline of said SW ¼ of said Section 17 a distance of 1034.62 feet to the SW 1/16th corner of said Section 17;

thence S 88° 35' 30" W along the east-west centerline of the SW ¼ of said Section 17 a distance of 1307.15 feet to the S 1/16th corner of Sections 17 and 18, the Point of Beginning containing 63.62 acres more or less.

EXHIBIT C

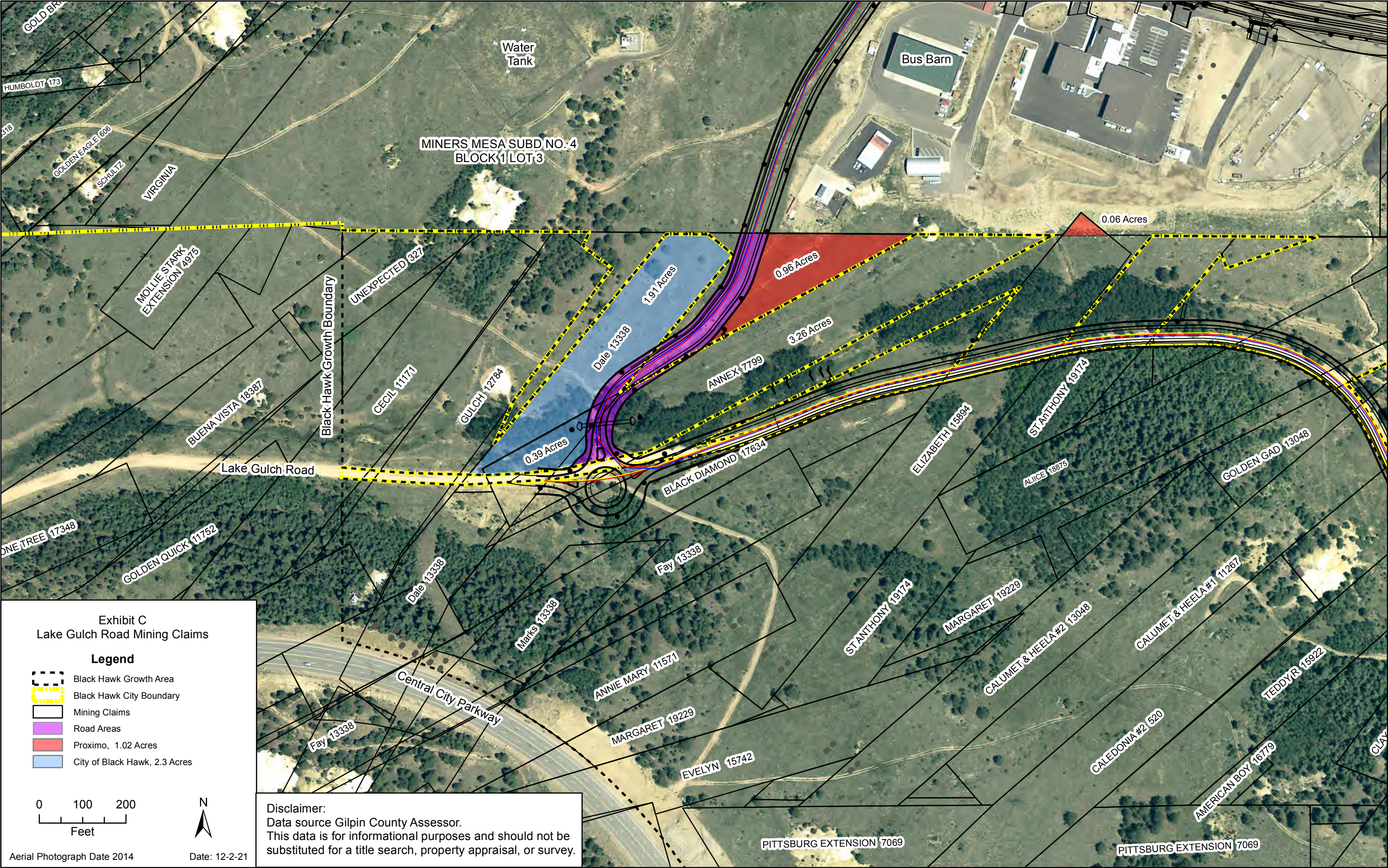


Exhibit C
Lake Gulch Road Mining Claims

- Legend**
- Black Hawk Growth Area
 - Black Hawk City Boundary
 - Mining Claims
 - Road Areas
 - Proximo, 1.02 Acres
 - City of Black Hawk, 2.3 Acres

0 100 200
Feet



Aerial Photograph Date 2014

Date: 12-2-21

Disclaimer:
Data source Gilpin County Assessor.
This data is for informational purposes and should not be
substituted for a title search, property appraisal, or survey.

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

Resolution No. 85-2021

**TITLE: A RESOLUTION MAKING CERTAIN FINDINGS OF FACT
REGARDING THE PROPOSED ANNEXATION OF
PARCELS OF LAND TO THE CITY OF BLACK HAWK,
COLORADO, KNOWN AS THE LAKE GULCH WHISKEY
RESORT ANNEXATION**

WHEREAS, four (4) Petitions in Annexation were filed with the City Clerk on September 21, 2021, requesting the annexation of certain unincorporated territory located in the County of Gilpin, State of Colorado, otherwise known as the Lake Gulch Whiskey Resort Annexation Nos. 9-12, and described in the attached **Exhibit A**;

WHEREAS, said Petitions in Annexation were forwarded by the City Clerk to the City Council;

WHEREAS, the City Council of the City of Black Hawk, Colorado, by resolution passed on October 13, 2021, found substantial compliance of said Petitions with C.R.S. § 31-12-107(1);

WHEREAS, the City Council of the City of Black Hawk, Colorado, conducted a public hearing on December 8, 2021, as required by law to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 to establish eligibility for annexation of that property described in Exhibit A;

WHEREAS, public notice of such public hearing was published once a week for four (4) consecutive weeks and notice by registered mail was given to the Clerk of the Board of County Commissioners, the County Attorney, the school district and to any special district having territory in the area to be annexed as required by law;

WHEREAS, the public hearing on said annexation Petitions was conducted in accordance with the requirements of the law; and

WHEREAS, pursuant to C.R.S. § 31-12-110, the City Council, sitting as the governing body of the City of Black Hawk, Colorado, is required to set forth its findings of fact and its conclusion as to the eligibility for annexation to the City of Black Hawk of the property described in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. With regard to the annexation of the territory described in **Exhibit A**, attached hereto and incorporated herein, the applicable provisions of C.R.S. § 31-12-104 have been met, including specifically Section 31-12-104(1)(a) permitting annexation of one or more parcels in a series, in that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the City; and therefore, because of such contiguity, a community of interest exists between the territory proposed to be annexed and the City; the territory proposed to be annexed is urban or will be urbanized in the near future, and the territory proposed to be annexed is integrated or is capable of being integrated with the City.

Section 2. The applicable provisions of C.R.S. § 32-12-105 have been met in that no land held in identical ownership has been divided or included without written consent of the owner thereof; that no annexation proceedings have been commenced by another municipality; that the annexation will not result in the detachment of area from a school district; that the annexation will not result in the extension of a municipal boundary more than three (3) miles; that the City has in place a plan for said three-mile area; and that in establishing the boundaries of the area to be annexed the entire width of any street or alley is included within the area annexed.

Section 3. An annexation election is not required under C.R.S. § 31-12-107(2) and that no additional terms or conditions are to be imposed upon the area to be annexed other than as contained in the Annexation Agreement, a copy of which is attached hereto and incorporated herein as **Exhibit B**.

Section 4. The Annexation Agreement between the City of Black Hawk and Proximo Distillers, LLC, is hereby approved and the Mayor and City Clerk are authorized and directed to execute the same.

Section 5. The property described in the attached Exhibit A is eligible for annexation to the City of Black Hawk and all requirements of law have been met for such annexation, including the requirements of C.R.S. §§ 31-12-104 and 31-12-105, as amended.

Section 6. A series of ordinances annexing to the City of Black Hawk that property described in the attached Exhibit A shall be considered by this City Council pursuant to C.R.S. § 31-12-111.

Section 7. Effective Date. This Resolution shall take effect upon adoption by the City Council. However, by operation of C.R.S. § 31-12-113(2), the annexation will not become effective until the City Clerk completes the filings required by statute.

RESOLVED AND PASSED this 8th day of December, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

EXHIBIT A

Lake Gulch Whiskey Resort Annexation No. 9

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S $70^{\circ}40'20''$ E a distance of 5,087.72 feet to a point of intersection of the easterly Right-of-Way line of the Central City Parkway with line 4-1 of the Rickard Lode, US Mineral Survey No. 16283, being the Point of Beginning.

Thence along said Easterly Right-of-Way line the following 2 courses:

1. N $00^{\circ}00'00''$ E, a distance of 96.07 feet to a point of curvature;
2. 24.98 feet along the arc of a curve to the left, with a radius of 760.00 feet, a central angle of $01^{\circ}53'01''$, and whose chord bears N $00^{\circ}56'30''$ W, a chord distance of 24.98 feet to the point of intersection with line 4-3 of the Pine Tree Lode, Mineral Survey No. 5080;

Thence N $45^{\circ}54'58''$ E along said line 4-3 of said Pine Tree Lode, a distance of 92.12 feet to corner no. 3 of the said Pine Tree Lode;

Thence N $44^{\circ}01'46''$ W along line 3-2 of the said Pine Tree Lode, a distance of 125.48 feet to a point of non-tangent curvature being a point on said Easterly Right-of-Way line of the Central City Parkway;

Thence along said Easterly Right-of-Way line the following 3 courses:

1. 583.79 feet along the arc of a curve to the left, with a radius of 760.00 feet, a central angle of $44^{\circ}00'41''$, an arc distance of 583.79 feet and whose chord bears N $35^{\circ}39'01''$ W, a chord distance of 569.54 feet;
2. N $57^{\circ}39'21''$ W a distance of 123.98 feet to the point of intersection with line 1-4 of the Washingtons Day Lode, Mineral Survey No. 11885;
3. N $39^{\circ}23'17''$ E, along said line 1-4 of said Washingtons Day Lode a distance of 48.50 feet to a point on the Southerly edge of Lake Gulch Road, County Road 6;

Thence along the said Southerly and Westerly edges of Lake Gulch Road the following 49 courses:

1. S $66^{\circ}41'03''$ E, a distance of 4.28 feet;
2. S $66^{\circ}40'06''$ E, a distance of 26.08 feet;
3. S $61^{\circ}34'17''$ E, a distance of 31.12 feet;

4. S 57° 56' 49" E, a distance of 28.94 feet;
5. S 54° 58' 57" E, a distance of 28.22 feet;
6. S 58° 52' 53" E, a distance of 26.50 feet;
7. S 62° 37' 03" E, a distance of 31.29 feet;
8. S 68° 24' 20" E, a distance of 28.25 feet;
9. S 67° 48' 40" E, a distance of 31.66 feet;
10. S 69° 00' 03" E, a distance of 30.35 feet;
11. S 69° 23' 51" E, a distance of 31.56 feet;
12. S 69° 16' 06" E, a distance of 30.63 feet;
13. S 69° 40' 34" E, a distance of 29.91 feet;
14. S 70° 53' 21" E, a distance of 28.78 feet;
15. S 73° 08' 35" E, a distance of 29.67 feet;
16. S 76° 41' 49" E, a distance of 30.74 feet;
17. S 81° 25' 50" E, a distance of 30.35 feet;
18. S 85° 47' 52" E, a distance of 29.04 feet;
19. S 85° 57' 08" E, a distance of 28.87 feet;
20. S 85° 10' 50" E, a distance of 29.07 feet;
21. S 84° 02' 37" E, a distance of 25.38 feet;
22. S 82° 55' 20" E, a distance of 27.67 feet;
23. S 83° 57' 02" E, a distance of 33.15 feet;
24. S 85° 25' 50" E, a distance of 33.93 feet;
25. S 87° 06' 51" E, a distance of 31.81 feet;
26. N 89° 52' 43" E, a distance of 27.21 feet;
27. S 85° 37' 54" E, a distance of 28.02 feet;
28. S 75° 08' 14" E, a distance of 29.40 feet;
29. S 53° 47' 50" E, a distance of 22.16 feet;
30. S 38° 37' 56" E, a distance of 27.41 feet;
31. S 18° 09' 05" E, a distance of 27.17 feet;

32. S 07° 44' 55" E, a distance of 29.96 feet;
33. S 04° 13' 02" E, a distance of 30.37 feet;
34. S 00° 41' 58" W, a distance of 17.64 feet;
35. S 00° 41' 58" W, a distance of 12.88 feet;
36. S 01° 13' 29" W, a distance of 32.59 feet;
37. S 00° 03' 20" E, a distance of 31.86 feet;
38. S 02° 47' 46" W, a distance of 27.09 feet;
39. S 06° 12' 17" W, a distance of 35.66 feet;
40. S 16° 17' 42" W, a distance of 33.64 feet;
41. S 24° 29' 21" W, a distance of 26.96 feet;
42. S 28° 41' 22" W, a distance of 43.15 feet;
43. S 34° 24' 43" W, a distance of 28.10 feet;
44. S 40° 01' 56" W, a distance of 28.32 feet;
45. S 43° 22' 45" W, a distance of 38.09 feet;
46. S 41° 40' 02" W, a distance of 36.10 feet;
47. S 37° 13' 45" W, a distance of 34.41 feet;
48. S 31° 34' 31" W, a distance of 34.81 feet;
49. S 26° 02' 44" W, a distance of 15.85 feet to the point of intersection with said line 4-1 of the Rickard Lode;

Thence S 67° 01' 09" W along said line 4-1 of said Rickard Lode, a distance of 222.82 feet to the Point of Beginning, containing 5.96 acres more or less.

Lake Gulch Whiskey Resort Annexation No. 10

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 62° 11' 51" E a distance of 1,552.51 feet to the point of intersection of the

easterly right-of-way of the Central City Parkway with line 4-3 of the Success Lode, US Mineral Survey No. 5280, being the Point of Beginning.

Thence N 85° 47' 47" E along said line 4-3 of said Success Lode a distance of 219.43 feet to the point of intersection with line 3-4 of the Meeker Lode, US Mineral Survey No. 769;

thence N 72° 25' 55" E along said line 3-4 of said Meeker Lode a distance of 198.36 feet to corner No. 4 of said Meeker Lode;

thence S 08° 09' 30" E along line 4-5 of said Meeker Lode a distance of 45.96 feet to the point of intersection with said line 4-3 of said Success Lode;

thence N 85° 47' 47" E along said line 4-3 of said Success Lode a distance of 422.83 feet to corner No. 3 of said Success lode;

thence N 62° 22' 36" E a distance of 991.81 feet to corner No. 4 of the Tariff Lode, US Mineral Survey No. 966;

thence N 47° 01' 18" E along line 4-3 of said Tariff Lode a distance of 409.50 feet to the southwesterly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of said Lake Gulch Road the following 48 courses:

1. S 44° 25' 34" E a distance of 6.91 feet;
2. S 47° 16' 09" E a distance of 32.68 feet;
3. S 44° 56' 55" E a distance of 25.56 feet;
4. S 42° 17' 50" E a distance of 25.12 feet;
5. S 41° 52' 51" E a distance of 35.49 feet;
6. S 41° 29' 04" E a distance of 32.24 feet;
7. S 41° 30' 58" E a distance of 32.25 feet;
8. S 39° 40' 26" E a distance of 30.55 feet;
9. S 43° 51' 36" E a distance of 32.77 feet;
10. S 47° 25' 27" E a distance of 31.87 feet;
11. S 47° 57' 34" E a distance of 34.89 feet;
12. S 46° 02' 34" E a distance of 24.23 feet;
13. S 38° 52' 14" E a distance of 35.74 feet;
14. S 33° 48' 48" E a distance of 25.62 feet;
15. S 29° 24' 22" E a distance of 26.77 feet;
16. S 30° 56' 40" E a distance of 26.10 feet;

17. S 37° 52' 45" E a distance of 34.89 feet;
18. S 49° 29' 24" E a distance of 30.84 feet;
19. S 59° 21' 59" E a distance of 28.78 feet;
20. S 61° 44' 13" E a distance of 33.99 feet;
21. S 61° 25' 24" E a distance of 33.19 feet;
22. S 59° 58' 24" E a distance of 27.27 feet;
23. S 51° 35' 16" E a distance of 23.97 feet;
24. S 49° 06' 25" E a distance of 25.35 feet;
25. S 45° 20' 47" E a distance of 26.75 feet;
26. S 43° 58' 04" E a distance of 27.46 feet;
27. S 42° 43' 23" E a distance of 29.05 feet;
28. S 37° 44' 53" E a distance of 27.18 feet;
29. S 34° 08' 31" E a distance of 30.52 feet;
30. S 38° 01' 46" E a distance of 27.43 feet;
31. S 42° 12' 45" E a distance of 28.59 feet;
32. S 43° 31' 15" E a distance of 28.69 feet;
33. S 45° 09' 35" E a distance of 28.28 feet;
34. S 47° 37' 34" E a distance of 28.86 feet;
35. S 48° 21' 34" E a distance of 29.28 feet;
36. S 49° 32' 52" E a distance of 31.07 feet;
37. S 51° 12' 12" E a distance of 31.14 feet;
38. S 52° 37' 45" E a distance of 28.67 feet;
39. S 53° 43' 00" E a distance of 34.13 feet;
40. S 53° 50' 43" E a distance of 24.95 feet;
41. S 50° 23' 24" E a distance of 25.21 feet;
42. S 48° 28' 12" E a distance of 25.02 feet;
43. S 48° 28' 12" E a distance of 2.56 feet;
44. S 48° 55' 48" E a distance of 30.51 feet;

45. S 51° 44' 53" E a distance of 29.94 feet;

46. S 56° 10' 53" E a distance of 33.17 feet;

47. S 62° 17' 04" E a distance of 33.06 feet;

48. S 66° 41' 03" E a distance of 22.40 feet to the point of intersection with line 4-1 of the Washingtons Day Lode, US Mineral Survey No. 11885;

thence S 39° 23' 17" W along said line 4-1 of said Washingtons Day Lode a distance of 48.50 feet to the point of intersection with the northerly right-of-way line of the Central City Parkway;

thence N 57° 39' 21" W along said northerly right-of-way line a distance of 507.58 feet to the beginning of a curve concave to the south having a central angle of 07° 27' 51", having a radius of 760.00 feet, an arc distance of 99.01 feet to the point of intersection with line 3-2 of the Justice Lode US Mineral Survey No. 394;

thence N 41° 55' 05" E along said line 3-2 of said Justice Lode a distance of 81.00 feet to corner No. 2 of said Justice Lode;

thence N 47° 50' 35" W along line 2-1 of said Justice Lode a distance of 100.27 feet to corner No. 1 of said Justice Lode;

thence S 41° 56' 29" W along line 1-4 of said Justice Lode a distance of 120.12 feet to the point of intersection with the said northerly right-of-way line of said Central City Parkway;

thence along said northerly right-of-way line along a non-tangent curve being concave to the south having a central angle of 33° 40' 01", a radius of 760.00 feet, an arc distance of 446.57 feet, a chord bearing of S 89° 58' 01" W and a chord distance of 439.34 feet;

thence S 73° 06' 01" W continuing along said northerly right-of-way a distance of 1305.67 feet to the beginning of a curve being concave to the north having a central angle of 63° 50' 42", having a radius of 650.00 feet, to the point of intersection with said line 4-3 of the Success Lode, US Mineral Survey No. 5280, the Point of Beginning, containing 17.24 acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 11

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 72° 51' 36" E a distance of 2,275.62 feet to corner No. 1 of the Caledonia Lode, US Mineral Survey No. 519, being the Point of Beginning.

Thence N 49° 29' 47" E along line 1-2 of said Caledonia Lode a distance of 318.07 feet to the point of intersection with the southwesterly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of Lake Gulch Road the following 10 courses:

1. S 28° 29' 34" E a distance of 21.80 feet;
2. S 29° 02' 31" E a distance of 38.14 feet;
3. S 30° 53' 34" E a distance of 34.55 feet;
4. S 32° 21' 41" E a distance of 29.64 feet;
5. S 34° 37' 33" E a distance of 34.03 feet;
6. S 38° 27' 56" E a distance of 36.03 feet;
7. S 44° 59' 11" E a distance of 33.97 feet;
8. S 48° 19' 15" E a distance of 30.25 feet;
9. S 48° 45' 27" E a distance of 32.27 feet;
10. S 50° 32' 17" E a distance of 30.35 feet to the point of intersection with line 1-2 of the Clay County Lode, US Mineral Survey No. 329B;

thence S 50° 08' 44" W along said line 1-2 of said Clay County Lode a distance of 159.20 feet to corner No. 2 of said Clay County Lode;

thence S 58° 08' 12" E along line 2-3 of said Clay County Lode a distance of 188.25 feet to the point of intersection with line 2-1 of the Clay County Lode, US Mineral Survey No. 329A;

thence S 37° 28' 00" W along said line 2-1 of said Clay County Lode a distance of 623.18 feet to corner No. 1 of said Clay County Lode, US Mineral Survey No. 329A;

thence S 52° 39' 32" E along line 1-4 of said Clay County Lode a distance of 151.05 feet to corner No. 4 of said Clay County Lode;

thence N 37° 26' 41" E along line 4-3 of said Clay County Lode a distance of 389.56 feet to corner No. 4 of the East Clay County Lode, US Mineral Survey No. 18776;

thence N 89° 56' 08" E along line 4-3 of said East Clay County Lode and its extension thereof a distance of 190.48 feet to the point of intersection with line 6-5 of the Blow Out Lode, US Mineral Survey No. 18776;

thence S 36° 04' 17" W along said line 6-5 of said Blow Out Lode a distance of 20.54 feet to corner No. 5 of said Blow Out Lode;

thence S 89° 57' 28" E along line 5-4 of said Blow Out Lode a distance of 184.33 feet to corner No. 4 of said Blow Out Lode;

thence N 36° 08' 54" E along line 4-3 of said Blow Out Lode a distance of 103.56 feet to corner No. 4 of the Great Britian Lode, US Mineral Survey No. 18776;

thence S 89° 57' 40" E along line 4-5 of said Great Britian Lode a distance of 186.34 feet to corner No. 5 of said Great Britian Lode;

thence N 36° 07' 10" E along line 5-6 of said Great Britian Lode a distance of 1.36 feet to the point of intersection with said southwesterly edge of Lake Gulch Road, County Road 6;

thence S 46° 05' 49" E along said southwesterly edge of Lake Gulch Road a distance of 12.22 feet;

thence S 47° 24' 34" E along said southwesterly edge of Lake Gulch Road a distance of 33.36 feet;

thence S 46° 33' 23" E along said southwesterly edge of Lake Gulch Road a distance of 8.79 feet to the point of intersection with line 2-1 of the Tariff Lode, US Mineral Survey No. 966;

thence S 47° 00' 48" W along said line 2-1 of said Tariff Lode a distance of 403.36 feet to corner No. 1 of said Tariff Lode;

thence S 42° 58' 42" E along line 1-4 of said Tariff Lode a distance of 149.74 feet to corner No. 4 of said Tariff Lode;

thence S 62° 22' 36" W a distance of 991.81 feet to corner No. 3 of the Success Lode, US Mineral Survey No. 5280;

thence N 04° 16' 10" W along line 3-2 of said Success Lode a distance of 150.04 feet to corner No. 2 of said Success Lode;

thence S 85° 49' 05" W along line 2-1 of said Success Lode a distance of 476.25 feet;

thence N 46° 11' 59" E a distance of 716.62 feet to corner No. 3 of the Pittburg Ext. Lode, US Mineral Survey No. 7069;

thence N 00° 25' 37" W along line 3-2 of said Pittburg Ext. Lode a distance of 150.29 feet to corner No. 2 of said Pittburg Ext. Lode;

thence S 89° 18' 06" W along line 2-1 of said Pittburg Ext. Lode a distance of 499.53 feet to the point of intersection with line 3-4 of the Calendonia No. 2 Lode, US Mineral Survey No. 520;

thence N 48° 54' 18" E along said line 3-4 of said Calendonia No. 2 Lode a distance of 705.54 feet to corner No. 4 of said Caledonia Lode, US Mineral Survey No. 519;

thence N 40° 18' 18" W along line 4-1 of said Caledonia Lode a distance of 150.08 feet to the Point of Beginning, containing 20.37 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 12

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S $69^{\circ}53'37''$ E a distance of 1,225.66 feet to the point of intersection of line 3-4 of the Caledonia Lode No. 2, US Mineral Survey No. 520 with the northeasterly right-of-line of the Central City Parkway, being the Point of Beginning.

Thence N $48^{\circ}54'04''$ E along said line 3-4 of said Caledonia No. 2 Lode a distance of 549.87 feet to the point of intersection with line 4-3 of the Pittsburg Ext, Lode, US Mineral Survey No. 7069;

thence N $89^{\circ}18'45''$ E along said line 3-4 of said Pittsburg Ext. Lode a distance of 675.26 feet to corner No. 3 of said Pittsburg Ext. Lode;

thence S $46^{\circ}11'59''$ W a distance of 716.62 feet to the point of intersection with line 2-1 of the Success Lode, US Mineral Survey No. 5280;

thence S $85^{\circ}49'05''$ W along said line 2-1 of said Success Lode a distance of 459.86 feet of the point of intersection with said northeasterly right-of-line of the Central City Parkway;

thence N $35^{\circ}24'20''$ W along said northeasterly right-of-line of the Central City Parkway a distance of 196.28 feet to the Point of Beginning, containing 7.66 Acres, more or less.

Exhibit B
Annexation Agreement

**COMBINED ANNEXATION AGREEMENT REGARDING THE SO-CALLED
"BULGE" PROPERTY AND FIRST AMENDMENT TO PREVIOUS ANNEXATION
AGREEMENT BETWEEN THE CITY AND PROXIMO DISTILLERS, LLC**

THIS COMBINED ANNEXATION AGREEMENT REGARDING THE SO-CALLED "BULGE" PROPERTY AND FIRST AMENDMENT TO PREVIOUS ANNEXATION AGREEMENT (collectively this "Agreement") is made and entered into as of the ____ day of _____, 2021 by and between PROXIMO DISTILLERS, LLC (hereinafter referred to as the "Property Owner"), and the CITY OF BLACK HAWK, a home rule municipal corporation of the State of Colorado (hereinafter referred to as the "City" and, collectively with the Property Owner, as the "Parties").

A. The Property Owner is the owner of certain real property (the "Property") situated in the County of Gilpin, State of Colorado, which Property is described in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. The Property Owner desires to have the Property annexed to the City.

C. In addition, the Parties have previously entered into that Annexation Agreement dated March 17, 2020 and recorded in the public records of Gilpin County on April 14, 2020 as Reception Number 165905 (the "Previous Annexation Agreement") regarding the property more particularly described in **Exhibit B**, attached hereto, and incorporated herein by this reference, by which the City annexed other property owned by the Property Owner, and the Parties desire to amend the provisions of the Previous Annexation Agreement only as more particularly described in Section 4.c. of this Agreement. All other provisions of this Agreement solely relate to the annexation of the Property.

D. The City wishes to annex the Property in a series of annexations, and zone the Property into the City, and shall consider the annexation petitions and zoning application for the Property upon the condition that this Agreement is approved by the City and is executed by the City and the Property Owner.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the City and the Property Owner hereby agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.

2. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by the Property Owner upon annexation and initial development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the City of Black Hawk Zoning Ordinance and Subdivision Regulations, as amended, any and all state statutes, and the City of Black Hawk Home Rule Charter and the ordinances of the City.

3. Definitions. As used in this Agreement, the following terms shall have the meanings indicated:

a. *Annexation Ordinance(s)*. An ordinance or ordinances of the City annexing the Property, or any portion thereof, to the City.

b. *Effective Date of Annexation*. As set forth in Section 5 hereof.

c. *Legal Challenge*. For purposes of this Agreement, either of the following will constitute a Legal Challenge: (i) any third party commences any legal proceeding, request for reconsideration pursuant to C.R.S. § 31-12-116, or other action that directly or indirectly challenges (A) this Agreement or (B) the annexation and/or initial zoning of the Property; or (ii) any third party submits a petition for a referendum or other challenge seeking to reverse or nullify any such ordinances or actions.

d. *Zoning Ordinance*. An ordinance or ordinances zoning the Property, or any portion thereof.

4. Zoning and Development.

a. Zoning. The Property Owner is entering into this Agreement and is undertaking the obligations imposed upon the Property Owner herein in reliance upon the City's adoption of certain ordinances annexing the Property into the City and the taking of the following additional actions more particularly described in Section 4.b. regarding the permitted development of the Property.

b. Permitted Development. All development of the Property shall be conducted in accordance with this Agreement, City ordinances and regulations, and applicable state and federal law and regulations. The Property Owner specifically agrees that the design, improvement, construction, development, and use of the Property shall be in conformance with, and that the Property Owner shall comply with, all City ordinances and resolutions, including, without limitation, ordinances and resolutions pertaining to annexation, subdivision, zoning, storm drainage, utilities, and flood control. The City shall allow and permit the development of the Property upon submission of proper application and payment of fees imposed by City ordinances and regulations. In the case of conflict between City ordinances and regulations and the terms of this Agreement, this Agreement shall control. Specifically, the Parties agree that all development of the Property shall be conducted in accordance with the Lake Gulch Whiskey Resort Planned Unit Development Amendment 1 (the "PUD Amendment 1"), approved by the City by ordinance concurrently with the approval of the annexation of the Property and this Agreement.

c. Application to Previous Annexation Agreement. The City and Property Owner specifically agree that the PUD Amendment 1 is and shall be the zoning applicable to the Previous Annexation Agreement, and the PUD Amendment 1 is and shall be deemed an amendment to the Previous Annexation Agreement.

5. Effective Date of Annexation. The annexation of the Property to the City shall become effective upon the filing of the Annexation Ordinance(s) and map(s) with the Clerk & Recorder of Gilpin County, Colorado, pursuant to C.R.S. § 31-12-113(2). The City shall make such filing upon the last to occur of the following, and not otherwise:

- a. Final approval of the Annexation Ordinance(s);
 - b. Final approval of the Zoning Ordinance; and
 - c. Expiration of the time for a Legal Challenge to the Annexation Ordinance(s) or the Zoning Ordinance.
6. City Fees.
- a. Administrative Fee. The Property Owner hereby agrees to pay the City the actual cost plus fifteen percent (15%) to defray the administrative and review expenses of the City, and for planning, engineering, surveying, and legal services rendered in connection with the review of the annexation of the Property, which costs shall be the City's reasonable and documented actual costs, not including any costs incurred before January 3, 2020, and which will be invoiced to the Property Owner on a monthly basis by the City Manager. In addition, the Property Owner shall reimburse the City for the actual cost of making corrections or additions to the official City Map, with a fee for recording such map, if necessary, and accompanying documents with the Clerk & Recorder of Gilpin County, Colorado.
 - b. Impact Fees/Cash in Lieu of Land Dedication. The City as an inducement to the annexation of the Property hereby waives the imposition of the City's Parking Impact Fee otherwise required by Article VI of Chapter 4 of the Black Hawk Municipal Code, and further waives the imposition of the Fire and Police Protection Impact Fee otherwise required by Article VII of Chapter 4 of the Black Hawk Municipal Code.
 - c. Enforcement; Amendment. The City may withhold any plat approval or withhold the issuance of any permits for construction or occupancy for failure to pay City fees as provided herein. All fees recited in this Agreement shall be subject to amendment by the City Council by ordinance so long as any amendment is City-wide and generally applicable. Any amendment to such fees shall be incorporated into this Agreement as if originally set forth herein.
7. Summary Exhibit Depicting Land Exchange. The Parties agree that **Exhibit C**, attached hereto and incorporated herein by this reference, depicts the land exchange more particularly described in Section 8.
8. Land Exchange. The City and the Property Owner completed a property exchange whereby the City granted to the Property Owner a portion of the Dale Lode and a portion of the Annex Lode, and the Property Owner granted to the City a portion of Government Lot 122 and a portion of the Elizabeth Lode. This property exchange is in lieu of and satisfies any open space dedication requirement which the City could otherwise have made a condition of annexation or subdivision of the Property.
9. Dedication of Property for Miners Road and Lake Gulch Road. In addition to the obligations set forth in the Previous Annexation Agreement, Property Owner agrees to dedicate to the City all road right-of-way in fee simple, plus necessary permanent easements, and, if necessary,

temporary construction easements to accomplish the construction of both the Miners Road Extension Nos. 1 and 2 and Lake Gulch Road to serve the project as contemplated by the approved PUD Amendment 1. Such road right-of-way and necessary permanent easements shall be conveyed by separate document upon request of the City, and Property Owner further agrees to provide the temporary construction easements on Property Owner's property if necessary to allow the construction of Miners Road and Lake Gulch Road. Such temporary easements may be necessary, for example, if the City is the entity causing construction of the roads across the Property Owner's property.

10. Utilities.

a. Water Service. Upon annexation, the City shall provide municipal domestic water service to the Property in accordance with the uses authorized by the City's approval of the PUD Amendment 1 and the water service needs of such uses at full build-out of such PUD.

b. Sewer Service. The Property Owner shall be required to apply to the Black Hawk-Central City Sanitation District (the "Sanitation District") for inclusion into the Sanitation District's service area and corresponding service by the Sanitation District in accordance with the Rules, Regulations, and Resolutions in effect for the entire Sanitation District at the time of subdivision application.

c. Water Tap and System Development Fees. Based on the proposed uses for the Property in accordance with the PUD Amendment 1, the Property Owner shall require an appropriately sized water tap and the construction of water infrastructure to serve the Property consistent with the provisions of Section 10.c. of the Previous Annexation Agreement, which provisions are incorporated herein by reference.

d. Undergrounding of Utilities. The Property Owner shall be obligated to construct underground all utilities constructed pursuant to this Agreement and necessary to serve the Property.

e. Easements. The Property Owner agrees to dedicate to the City by plat all utility easements within the Property and elsewhere as necessary to provide for the location of water distribution, collection, and transmission lines and related facilities.

11. Other Terms and Condition of Annexation.

a. Exclusion from Timberline Fire Protection District. The Parties acknowledge that the Property Owner has commenced proceedings to exclude the Property, as well as the "Property" as defined in the Previous Annexation Agreement, from the boundaries of the Timberline Fire Protection District ("TFPD"), and TFPD has scheduled a hearing to consider such exclusion.

b. ESTIP Rebate. The City will rebate to the Property Owner twenty-five percent (25%) of taxes collected on the Property under the Enhanced Sales Tax Incentive Program for the purpose of assisting the Property Owner in operation of shuttle service to bring

guests to and from the Property to shuttle stops located in the City, should the Property Owner elect to operate such service at any time.

c. Use Tax Rebates. The provisions of section 11(b) of the Previous Annexation Agreement shall be read to include the Property in addition to the "Property" as defined in the Previous Annexation Agreement.

d. Participation Agreements. The provisions of section 11(e) of the Previous Annexation Agreement are incorporated herein by reference.

e. Further Cooperation. The provisions of section 11(g) of the Previous Annexation Agreement are incorporated herein by reference.

12. Vested Rights.

a. Waiver. The Property Owner waives any prior vested property rights acquired in Gilpin County so long as the Property remains annexed into the City.

b. Vested Rights Created. Consistent with the purpose of this Agreement, the Parties hereby agree that the Annexation and Zoning Ordinances shall constitute a "site specific development plan" as defined in C.R.S. §24-68-102(4); that certain rights shall be vested property rights as provided in this Agreement; and that the Property Owner and its designated successors and assigns shall have a vested property right to undertake and complete development and use of the Property as provided in this Agreement. The rights and obligations under this Agreement shall vest in the Property Owner and its designated successors and assigns as benefits and burdens to the land and shall run with title to the land.

c. Rights That are Vested. Only the rights that are identified herein shall constitute vested property rights under this Agreement. These rights are as follows:

- i. The right to be protected against the City initiating any zoning action to reduce the zoning entitlements granted upon annexation of the Property as more particularly described in Section 4;
- ii. The right to develop the Property and engage in land uses in the manner and to the extent set forth on the terms and conditions set forth herein;
- iii. The right to continue and complete development of the Property with conditions, standards, dedications, and requirements that are no more onerous than those then being imposed by the City on other developers within the City's municipal boundaries on a reasonably uniform and consistent basis, except to the extent such conditions, standards, dedications, and requirements conflict with the terms and conditions of this Agreement, in which event this Agreement shall control;
- iv. The right to be protected against the City approving a special or metropolitan taxing district that includes within its boundaries all or any portion of the Property, without the written consent of the Property Owner first being obtained in each instance,

except that this provision shall not apply if the boundaries of the taxing district include the entire municipal boundaries of the City and if the creation of such a taxing district is approved by the entire electorate of the City; and

- v. The City will support the Property Owner's establishment of a metropolitan district, implementation of a public improvement fee, and/or application for any state or federal incentive programs, including, but not limited to, private activity bonds.

- d. Term of Vested Rights. The rights identified in this Section shall continue and have a duration until three (3) years after the date hereof and shall be applicable not just to the Property but also to the "Property" as defined in the Previous Annexation Agreement. Extension of this period of vesting may be granted by the City in its sole discretion, upon request of the Property Owner or its designated successors and assigns.

- e. Compliance with General Regulations. The establishment of the rights vested under this Agreement shall not preclude the application of City regulations of general applicability including, but not limited to, building, fire, plumbing, engineering, electrical, and mechanical codes, or the application of regional, state, or federal regulations, as all of the foregoing exist on the date of this Agreement or may be enacted or amended after the date hereof, except as otherwise provided herein. The Property Owner does not waive its rights to oppose adoption of any such regulations and shall expressly not be obligated to annex into or otherwise submit to the authority of any local improvement districts.

13. Remedies.

- a. The Property Owner's remedies against the City for the City's breach of this Agreement include: (i) breach of contract claims; and (ii) specific performance of the non-legislative obligations of the City as set forth herein.

- b. The City's remedies against the Property Owner for the Property Owner's breach of this Agreement include:

- i. The refusal to issue any building permit or certificate of occupancy;
- ii. A demand that the security given for the completion of the public improvements be paid or honored; and
- iii. Any other remedy available at law, with the exception of specific performance to compel the Property Owner to develop, construct, maintain, or operate all or any portion of the Lake Gulch Whiskey Resort, or damages for the Property Owner's failure to do so, to the extent that the Property Owner determines in its sole discretion that such development, construction, maintenance, or operation is not commercially practicable.

- c. Rights to Cure. Should any Party fail to comply with the terms of this Agreement, the other Party or Parties shall give written notice of breach or default and a period of thirty (30) days after receipt of said notice in which to cure any such breach or default; provided,

however, if the breach or default is not reasonably susceptible of cure within such thirty (30) day period, there shall be given an additional period of time as may be reasonably necessary to complete the cure provided that the breaching or defaulting Party commences to cure the breach or default within such thirty (30) day period and thereafter diligently pursue the same to completion. Should the breaching or defaulting Party fail to cure any such breach or default, the other Party or Parties shall have the right to pursue all equitable remedies.

14. Authority of the City. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the City's legislative, governmental, or police powers to promote and protect the health, safety, and general welfare of the City or its inhabitants; nor shall this Agreement prohibit the enactment by the City of any tax or fee that is of uniform or general application, all in conformance with Colorado Revised Statutes.

15. Force Majeure – Development Restrictions or Delays. In the event of the unavailability of water and sewer taps necessary for the development and use of the Property as contemplated herein, or in the event of the imposition of any moratorium or other ordinance or action by the City or any other governmental or quasi-governmental authority that materially prevents or delays development or use of the Property, the Property Owner's obligations hereunder to pay fees or to construct or convey to the City improvements shall be suspended for a period of time equal to the time period in which such described events either delay or prevent development or use of the Property. The term "material" as used herein means the inability of the Property Owner to obtain plat approval, building permits, or certificates of occupancy.

16. Construction of Public Streets. As specified and limited by Section 9 of this Agreement and the Previous Annexation Agreement, the Property Owner agrees to design, construct, pave, improve, and provide signage, lighting (or conduit to support future construction of lighting to be decided at the time of approval of the subdivision and/or site development plan of the Property), and signalization for all public streets and other public ways within or adjacent to the Property in accordance with City ordinances and resolutions and other applicable standards except as modified pursuant to the approval of the PUD Amendment 1, subject to any reimbursement which may be provided for in such ordinances, resolutions, and standards, and to make such other improvements as required by City ordinances and resolutions, to guarantee construction of all required improvements. If requested by the City, the Property Owner agrees to enter into an agreement reasonably satisfactory to the Property Owner pertaining to such improvements and other matters prior to any development of the Property.

17. Severability. The Parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.

18. Municipal Services. The City agrees to make available to the Property all of the usual municipal services in accordance with the ordinances and policies of the City. The Property

Owner acknowledges that City services do not include, as of the date of the execution of this Agreement, sanitary sewer services, which are provided by the Sanitation District.

19. Amendments. This Agreement may be amended by the City and the Property Owner. Such amendments shall be in writing, shall be recorded with the Clerk & Recorder of Gilpin County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the Property subject to the amendment unless otherwise specified in the amendment. Except as otherwise provided herein, this Agreement shall not be amended unless approved in writing by all Parties.

20. Entire Agreement. This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties.

21. Indemnification. The Property Owner agrees to indemnify and hold harmless the City and the City's officers, employees, agents, and contractors from and against all liability, claims, and demands, including attorneys' fees and court costs, that arise out of action by the City in order to enforce this Agreement, with the exception of enforcement of this Agreement against the Property Owner if the Property Owner substantially prevails. The Property Owner further agrees to investigate, handle, respond to, provide defense for and defend against or, at the City's option, to pay the reasonable and documented attorneys' fees for defense counsel of the City's choice for, any such liability, claims, or demands.

22. Assignment. As used in this Agreement, the term "Property Owner" shall include any of the heirs, transferees, successors or assigns of the Property Owner, and all such parties shall have the right to enforce this Agreement, and shall be subject to the terms of this Agreement, as if they were the original parties thereto.

23. Effect of City Ordinances and Resolutions. As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any City ordinance, resolution, or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, or policy, and the Parties agree that such amendments or revisions shall be binding upon the Property Owner.

24. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, transferees, successors, and assigns of each Party, and shall constitute covenants running with the land. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction. In the event this Agreement is terminated as permitted herein, and the Property is not annexed, the City agrees to execute a sufficient release for recording.

25. Legislative Discretion. The Property Owner acknowledges that the annexation and zoning of the Property are subject to the legislative discretion of the City Council of the City of Black Hawk. No assurances of annexation or zoning have been made or relied upon by the Property Owner. In the event that, in the exercise of its legislative discretion, any action with respect to the Property herein contemplated is not taken, then the sole and exclusive remedy for the breach hereof accompanied by the exercise of such discretion, shall be the withdrawal of the

petition for annexation by the Property Owner, or disconnection from the City in accordance with state law, as may be appropriate.

26. Business Discretion. Notwithstanding anything to the contrary set forth in this Agreement, neither this Agreement nor any other documents provided by any Party in connection with the annexation or zoning of the Property shall be deemed to create any obligation of the Property Owner to commence or continue the development, construction, maintenance, or operation of the Property or to conduct any other activities on the Property, and the Property Owner shall be entitled to terminate such activities in its sole discretion at any time.

27. Recordation of Agreement. This Agreement shall be recorded with the Clerk & Recorder of Gilpin County, Colorado, at the Property Owner's expense, shall run with the land, and shall be binding upon and shall inure to the benefit of the heirs, successors, and permitted assigns of the Parties.

28. Effective Date. This Agreement shall be effective and binding upon the Parties immediately upon execution by all of the Parties.

29. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should any Party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Gilpin County, Colorado.

30. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective on the earlier of actual receipt or seventy-two (72) hours after deposit in the United States Mail with the proper address as set forth below. Any Party by notice so given may change the address to which future notices shall be sent.

To the City:

Stephen N. Cole, City Manager
P. O. Box 68
Black Hawk, CO 80422

With copy to:

Corey Y. Hoffmann, Esq.
Hoffmann, Parker, Wilson & Carberry, P.C.
511 16th Street, Suite 610
Denver, CO 80202

To the Property Owner:

Proximo Distillers, LLC
Attn: Dean Mades, General Counsel
3 Second Street, Suite 1101
Jersey City, NJ 07302

With copy to:

Frascona, Joiner, Goodman & Greenstein, P.C.
Attn: Harmon Zuckerman, Esq.
4750 Table Mesa Drive

Boulder, CO 80305

31. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement have set their hands and seals the day and year first written above.

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

PROXIMO DISTILLERS, LLC

By: Michael J. Keyes

STATE OF New York)
COUNTY OF NASSAU) ss.

The above and foregoing signature of Michael J. Keyes was subscribed and sworn to before me this 7th day of December, 2021.

Witness my hand and official seal.

My commission expires: 1/14/2023

MARIA FRISONE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01FR4976399
Qualified in NASSAU COUNTY
Commission Expires 01/14/23

Maria Frisone
Notary Public

EXHIBIT A

Legal Description of the Property

Lake Gulch Whiskey Resort Annexation No. 8

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S $68^{\circ}57'51''$ E a distance of 5,143.78 feet to a point of intersection of the easterly right-of-way of the Central City Parkway with line 2-3 of the Rickard Lode, US Mineral Survey No. 16283, being the Point of Beginning.

thence along said line 2-3 of the said Rickard Lode N $67^{\circ}02'38''$ E a distance of 151.48 feet to the point of intersection with the westerly edge of Lake Gulch Road, County Road 6;

Thence along said westerly edge of Lake Gulch Road the following 29 courses:

1. S $13^{\circ}41'03''$ W a distance of 8.03 feet;
2. S $14^{\circ}06'12''$ W a distance of 47.47 feet;
3. S $11^{\circ}45'46''$ W a distance of 30.01 feet;
4. S $13^{\circ}18'52''$ W a distance of 16.19 feet;
5. S $10^{\circ}22'47''$ W a distance of 30.89 feet;
6. S $09^{\circ}29'42''$ W a distance of 29.84 feet;
7. S $11^{\circ}50'43''$ W a distance of 31.10 feet;
8. S $11^{\circ}03'12''$ W a distance of 31.96 feet;
9. S $10^{\circ}04'56''$ W a distance of 25.32 feet;
10. S $11^{\circ}08'36''$ W a distance of 28.47 feet;
11. S $32^{\circ}41'53''$ E a distance of 45.93 feet;
12. S $44^{\circ}08'01''$ E a distance of 32.98 feet;
13. S $52^{\circ}04'36''$ E a distance of 29.05 feet;
14. S $54^{\circ}42'27''$ E a distance of 53.29 feet;
15. S $58^{\circ}03'45''$ E a distance of 31.69 feet;

16. S 59° 18' 04" E a distance of 26.18 feet;
17. S 63° 19' 05" E a distance of 29.46 feet;
18. S 60° 16' 48" E a distance of 29.96 feet;
19. S 61° 39' 09" E a distance of 33.24 feet;
20. S 61° 28' 38" E a distance of 32.24 feet;
21. S 55° 46' 17" E a distance of 28.96 feet;
22. S 56° 17' 05" E a distance of 38.09 feet;
23. S 51° 45' 51" E a distance of 56.22 feet;
24. S 48° 44' 08" E a distance of 90.36 feet;
25. S 45° 53' 24" E a distance of 47.21 feet;
26. S 43° 37' 26" E a distance of 41.82 feet;
27. S 45° 38' 04" E a distance of 26.06 feet;
28. S 49° 36' 04" E a distance of 30.59 feet;
29. S 53° 53' 44" E a distance of 14.21 feet to the point of intersection with the south line of the southeast 1/4 of Section 18;

thence N 89° 44' 17" W along said southeast 1/4 of Section 18 a distance of 269.81 feet to the easterly right-of-way of Central City Parkway;

Thence along said easterly right-of-way of the Central City Parkway the following 4 (four) courses:

1. along a non-tangent curve concave to the southwest having a central angle of 23° 07' 24", a radius of 760.00 feet, an arc distance of 306.72 feet and a chord bearing N 36° 26' 18" W a chord distance of 304.64 feet;
2. N 48° 00' 00" W a distance of 77.39 feet;
3. along a curve concave to the northwest, having a central angle of 48° 00' 00", a radius of 400.00 feet, an arc distance of 335.10 feet;
4. thence N 00° 00' 00" E a distance of 60.75 feet to the Point of Beginning, containing 2.17 acres more or less.

Lake Gulch Whiskey Resort Annexation No. 9

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S $70^{\circ}40'20''$ E a distance of 5,087.72 feet to a point of intersection of the easterly Right-of-Way line of the Central City Parkway with line 4-1 of the Rickard Lode, US Mineral Survey No. 16283, being the Point of Beginning.

Thence along said Easterly Right-of-Way line the following 2 courses:

1. N $00^{\circ}00'00''$ E, a distance of 96.07 feet to a point of curvature;
2. 24.98 feet along the arc of a curve to the left, with a radius of 760.00 feet, a central angle of $01^{\circ}53'01''$, and whose chord bears N $00^{\circ}56'30''$ W, a chord distance of 24.98 feet to the point of intersection with line 4-3 of the Pine Tree Lode, Mineral Survey No. 5080;

Thence N $45^{\circ}54'58''$ E along said line 4-3 of said Pine Tree Lode, a distance of 92.12 feet to corner no. 3 of the said Pine Tree Lode;

Thence N $44^{\circ}01'46''$ W along line 3-2 of the said Pine Tree Lode, a distance of 125.48 feet to a point of non-tangent curvature being a point on said Easterly Right-of-Way line of the Central City Parkway;

Thence along said Easterly Right-of-Way line the following 3 courses:

1. 583.79 feet along the arc of a curve to the left, with a radius of 760.00 feet, a central angle of $44^{\circ}00'41''$, an arc distance of 583.79 feet and whose chord bears N $35^{\circ}39'01''$ W, a chord distance of 569.54 feet;
2. N $57^{\circ}39'21''$ W a distance of 123.98 feet to the point of intersection with line 1-4 of the Washingtons Day Lode, Mineral Survey No. 11885;
3. N $39^{\circ}23'17''$ E, along said line 1-4 of said Washingtons Day Lode a distance of 48.50 feet to a point on the Southerly edge of Lake Gulch Road, County Road 6;

Thence along the said Southerly and Westerly edges of Lake Gulch Road the following 49 courses:

1. S $66^{\circ}41'03''$ E, a distance of 4.28 feet;
2. S $66^{\circ}40'06''$ E, a distance of 26.08 feet;
3. S $61^{\circ}34'17''$ E, a distance of 31.12 feet;
4. S $57^{\circ}56'49''$ E, a distance of 28.94 feet;
5. S $54^{\circ}58'57''$ E, a distance of 28.22 feet;
6. S $58^{\circ}52'53''$ E, a distance of 26.50 feet;
7. S $62^{\circ}37'03''$ E, a distance of 31.29 feet;

8. S 68° 24' 20" E, a distance of 28.25 feet;
9. S 67° 48' 40" E, a distance of 31.66 feet;
10. S 69° 00' 03" E, a distance of 30.35 feet;
11. S 69° 23' 51" E, a distance of 31.56 feet;
12. S 69° 16' 06" E, a distance of 30.63 feet;
13. S 69° 40' 34" E, a distance of 29.91 feet;
14. S 70° 53' 21" E, a distance of 28.78 feet;
15. S 73° 08' 35" E, a distance of 29.67 feet;
16. S 76° 41' 49" E, a distance of 30.74 feet;
17. S 81° 25' 50" E, a distance of 30.35 feet;
18. S 85° 47' 52" E, a distance of 29.04 feet;
19. S 85° 57' 08" E, a distance of 28.87 feet;
20. S 85° 10' 50" E, a distance of 29.07 feet;
21. S 84° 02' 37" E, a distance of 25.38 feet;
22. S 82° 55' 20" E, a distance of 27.67 feet;
23. S 83° 57' 02" E, a distance of 33.15 feet;
24. S 85° 25' 50" E, a distance of 33.93 feet;
25. S 87° 06' 51" E, a distance of 31.81 feet;
26. N 89° 52' 43" E, a distance of 27.21 feet;
27. S 85° 37' 54" E, a distance of 28.02 feet;
28. S 75° 08' 14" E, a distance of 29.40 feet;
29. S 53° 47' 50" E, a distance of 22.16 feet;
30. S 38° 37' 56" E, a distance of 27.41 feet;
31. S 18° 09' 05" E, a distance of 27.17 feet;
32. S 07° 44' 55" E, a distance of 29.96 feet;
33. S 04° 13' 02" E, a distance of 30.37 feet;
34. S 00° 41' 58" W, a distance of 17.64 feet;
35. S 00° 41' 58" W, a distance of 12.88 feet;

36. S 01° 13' 29" W, a distance of 32.59 feet;
37. S 00° 03' 20" E, a distance of 31.86 feet;
38. S 02° 47' 46" W, a distance of 27.09 feet;
39. S 06° 12' 17" W, a distance of 35.66 feet;
40. S 16° 17' 42" W, a distance of 33.64 feet;
41. S 24° 29' 21" W, a distance of 26.96 feet;
42. S 28° 41' 22" W, a distance of 43.15 feet;
43. S 34° 24' 43" W, a distance of 28.10 feet;
44. S 40° 01' 56" W, a distance of 28.32 feet;
45. S 43° 22' 45" W, a distance of 38.09 feet;
46. S 41° 40' 02" W, a distance of 36.10 feet;
47. S 37° 13' 45" W, a distance of 34.41 feet;
48. S 31° 34' 31" W, a distance of 34.81 feet;
49. S 26° 02' 44" W, a distance of 15.85 feet to the point of intersection with said line 4-1 of the Rickard Lode;

Thence S 67° 01' 09" W along said line 4-1 of said Rickard Lode, a distance of 222.82 feet to the Point of Beginning, containing 5.96 acres more or less.

Lake Gulch Whiskey Resort Annexation No. 10

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 62° 11' 51" E a distance of 1,552.51 feet to the point of intersection of the easterly right-of-way of the Central City Parkway with line 4-3 of the Success Lode, US Mineral Survey No. 5280, being the Point of Beginning.

Thence N 85° 47' 47" E along said line 4-3 of said Success Lode a distance of 219.43 feet to the point of intersection with line 3-4 of the Meeker Lode, US Mineral Survey No. 769;

thence N 72° 25' 55" E along said line 3-4 of said Meeker Lode a distance of 198.36 feet to corner No. 4 of said Meeker Lode;

thence S 08° 09' 30" E along line 4-5 of said Meeker Lode a distance of 45.96 feet to the point of intersection with said line 4-3 of said Success Lode;

thence N 85° 47' 47" E along said line 4-3 of said Success Lode a distance of 422.83 feet to corner No. 3 of said Success lode;

thence N 62° 22' 36" E a distance of 991.81 feet to corner No. 4 of the Tariff Lode, US Mineral Survey No. 966;

thence N 47° 01' 18" E along line 4-3 of said Tariff Lode a distance of 409.50 feet to the southwesterly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of said Lake Gulch Road the following 48 courses:

1. S 44° 25' 34" E a distance of 6.91 feet;
2. S 47° 16' 09" E a distance of 32.68 feet;
3. S 44° 56' 55" E a distance of 25.56 feet;
4. S 42° 17' 50" E a distance of 25.12 feet;
5. S 41° 52' 51" E a distance of 35.49 feet;
6. S 41° 29' 04" E a distance of 32.24 feet;
7. S 41° 30' 58" E a distance of 32.25 feet;
8. S 39° 40' 26" E a distance of 30.55 feet;
9. S 43° 51' 36" E a distance of 32.77 feet;
10. S 47° 25' 27" E a distance of 31.87 feet;
11. S 47° 57' 34" E a distance of 34.89 feet;
12. S 46° 02' 34" E a distance of 24.23 feet;
13. S 38° 52' 14" E a distance of 35.74 feet;
14. S 33° 48' 48" E a distance of 25.62 feet;
15. S 29° 24' 22" E a distance of 26.77 feet;
16. S 30° 56' 40" E a distance of 26.10 feet;
17. S 37° 52' 45" E a distance of 34.89 feet;
18. S 49° 29' 24" E a distance of 30.84 feet;
19. S 59° 21' 59" E a distance of 28.78 feet;

20. S 61° 44' 13" E a distance of 33.99 feet;
21. S 61° 25' 24" E a distance of 33.19 feet;
22. S 59° 58' 24" E a distance of 27.27 feet;
23. S 51° 35' 16" E a distance of 23.97 feet;
24. S 49° 06' 25" E a distance of 25.35 feet;
25. S 45° 20' 47" E a distance of 26.75 feet;
26. S 43° 58' 04" E a distance of 27.46 feet;
27. S 42° 43' 23" E a distance of 29.05 feet;
28. S 37° 44' 53" E a distance of 27.18 feet;
29. S 34° 08' 31" E a distance of 30.52 feet;
30. S 38° 01' 46" E a distance of 27.43 feet;
31. S 42° 12' 45" E a distance of 28.59 feet;
32. S 43° 31' 15" E a distance of 28.69 feet;
33. S 45° 09' 35" E a distance of 28.28 feet;
34. S 47° 37' 34" E a distance of 28.86 feet;
35. S 48° 21' 34" E a distance of 29.28 feet;
36. S 49° 32' 52" E a distance of 31.07 feet;
37. S 51° 12' 12" E a distance of 31.14 feet;
38. S 52° 37' 45" E a distance of 28.67 feet;
39. S 53° 43' 00" E a distance of 34.13 feet;
40. S 53° 50' 43" E a distance of 24.95 feet;
41. S 50° 23' 24" E a distance of 25.21 feet;
42. S 48° 28' 12" E a distance of 25.02 feet;
43. S 48° 28' 12" E a distance of 2.56 feet;
44. S 48° 55' 48" E a distance of 30.51 feet;
45. S 51° 44' 53" E a distance of 29.94 feet;
46. S 56° 10' 53" E a distance of 33.17 feet;
47. S 62° 17' 04" E a distance of 33.06 feet;

48. S 66° 41' 03" E a distance of 22.40 feet to the point of intersection with line 4-1 of the Washingtons Day Lode, US Mineral Survey No. 11885;

thence S 39° 23' 17" W along said line 4-1 of said Washingtons Day Lode a distance of 48.50 feet to the point of intersection with the northerly right-of-way line of the Central City Parkway;

thence N 57° 39' 21" W along said northerly right-of-way line a distance of 507.58 feet to the beginning of a curve concave to the south having a central angle of 07° 27' 51", having a radius of 760.00 feet, an arc distance of 99.01 feet to the point of intersection with line 3-2 of the Justice Lode US Mineral Survey No. 394;

thence N 41° 55' 05" E along said line 3-2 of said Justice Lode a distance of 81.00 feet to corner No. 2 of said Justice Lode;

thence N 47° 50' 35" W along line 2-1 of said Justice Lode a distance of 100.27 feet to corner No. 1 of said Justice Lode;

thence S 41° 56' 29" W along line 1-4 of said Justice Lode a distance of 120.12 feet to the point of intersection with the said northerly right-of-way line of said Central City Parkway;

thence along said northerly right-of-way line along a non-tangent curve being concave to the south having a central angle of 33° 40' 01", a radius of 760.00 feet, an arc distance of 446.57 feet, a chord bearing of S 89° 58' 01" W and a chord distance of 439.34 feet;

thence S 73° 06' 01" W continuing along said northerly right-of-way a distance of 1305.67 feet to the beginning of a curve being concave to the north having a central angle of 63° 50' 42", having a radius of 650.00 feet, to the point of intersection with said line 4-3 of the Success Lode, US Mineral Survey No. 5280, the Point of Beginning, containing 17.24 acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 11

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $72^{\circ}51'36''$ E a distance of 2,275.62 feet to corner No. 1 of the Caledonia Lode, US Mineral Survey No. 519, being the Point of Beginning.

Thence N $49^{\circ}29'47''$ E along line 1-2 of said Caledonia Lode a distance of 318.07 feet to the point of intersection with the southwesterly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of Lake Gulch Road the following 10 courses:

1. S $28^{\circ}29'34''$ E a distance of 21.80 feet;
2. S $29^{\circ}02'31''$ E a distance of 38.14 feet;
3. S $30^{\circ}53'34''$ E a distance of 34.55 feet;
4. S $32^{\circ}21'41''$ E a distance of 29.64 feet;
5. S $34^{\circ}37'33''$ E a distance of 34.03 feet;
6. S $38^{\circ}27'56''$ E a distance of 36.03 feet;
7. S $44^{\circ}59'11''$ E a distance of 33.97 feet;
8. S $48^{\circ}19'15''$ E a distance of 30.25 feet;
9. S $48^{\circ}45'27''$ E a distance of 32.27 feet;
10. S $50^{\circ}32'17''$ E a distance of 30.35 feet to the point of intersection with line 1-2 of the Clay County Lode, US Mineral Survey No. 329B;

thence S $50^{\circ}08'44''$ W along said line 1-2 of said Clay County Lode a distance of 159.20 feet to corner No. 2 of said Clay County Lode;

thence S $58^{\circ}08'12''$ E along line 2-3 of said Clay County Lode a distance of 188.25 feet to the point of intersection with line 2-1 of the Clay County Lode, US Mineral Survey No. 329A;

thence S $37^{\circ}28'00''$ W along said line 2-1 of said Clay County Lode a distance of 623.18 feet to corner No. 1 of said Clay County Lode, US Mineral Survey No. 329A;

thence S $52^{\circ}39'32''$ E along line 1-4 of said Clay County Lode a distance of 151.05 feet to corner No. 4 of said Clay County Lode;

thence N 37° 26' 41" E along line 4-3 of said Clay County Lode a distance of 389.56 feet to corner No. 4 of the East Clay County Lode, US Mineral Survey No. 18776;

thence N 89° 56' 08" E along line 4-3 of said East Clay County Lode and its extension thereof a distance of 190.48 feet to the point of intersection with line 6-5 of the Blow Out Lode, US Mineral Survey No. 18776;

thence S 36° 04' 17" W along said line 6-5 of said Blow Out Lode a distance of 20.54 feet to corner No. 5 of said Blow Out Lode;

thence S 89° 57' 28" E along line 5-4 of said Blow Out Lode a distance of 184.33 feet to corner No. 4 of said Blow Out Lode;

thence N 36° 08' 54" E along line 4-3 of said Blow Out Lode a distance of 103.56 feet to corner No. 4 of the Great Britian Lode, US Mineral Survey No. 18776;

thence S 89° 57' 40" E along line 4-5 of said Great Britian Lode a distance of 186.34 feet to corner No. 5 of said Great Britian Lode;

thence N 36° 07' 10" E along line 5-6 of said Great Britian Lode a distance of 1.36 feet to the point of intersection with said southwesterly edge of Lake Gulch Road, County Road 6;

thence S 46° 05' 49" E along said southwesterly edge of Lake Gulch Road a distance of 12.22 feet;

thence S 47° 24' 34" E along said southwesterly edge of Lake Gulch Road a distance of 33.36 feet;

thence S 46° 33' 23" E along said southwesterly edge of Lake Gulch Road a distance of 8.79 feet to the point of intersection with line 2-1 of the Tariff Lode, US Mineral Survey No. 966;

thence S 47° 00' 48" W along said line 2-1 of said Tariff Lode a distance of 403.36 feet to corner No. 1 of said Tariff Lode;

thence S 42° 58' 42" E along line 1-4 of said Tariff Lode a distance of 149.74 feet to corner No. 4 of said Tariff Lode;

thence S 62° 22' 36" W a distance of 991.81 feet to corner No. 3 of the Success Lode, US Mineral Survey No. 5280;

thence N 04° 16' 10" W along line 3-2 of said Success Lode a distance of 150.04 feet to corner No. 2 of said Success Lode;

thence S 85° 49' 05" W along line 2-1 of said Success Lode a distance of 476.25 feet;

thence N 46° 11' 59" E a distance of 716.62 feet to corner No. 3 of the Pittburg Ext. Lode, US Mineral Survey No. 7069;

thence N 00° 25' 37" W along line 3-2 of said Pittburg Ext. Lode a distance of 150.29 feet to corner No. 2 of said Pittburg Ext. Lode;

thence S 89° 18' 06" W along line 2-1 of said Pittsburg Ext. Lode a distance of 499.53 feet to the point of intersection with line 3-4 of the Calendonia No. 2 Lode, US Mineral Survey No. 520;

thence N 48° 54' 18" E along said line 3-4 of said Calendonia No. 2 Lode a distance of 705.54 feet to corner No. 4 of said Caledonia Lode, US Mineral Survey No. 519;

thence N 40° 18' 18" W along line 4-1 of said Caledonia Lode a distance of 150.08 feet to the Point of Beginning, containing 20.37 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 12

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 69° 53' 37" E a distance of 1,225.66 feet to the point of intersection of line 3-4 of the Caledonia Lode No. 2, US Mineral Survey No. 520 with the northeasterly right-of-line of the Central City Parkway, being the Point of Beginning.

Thence N 48° 54' 04" E along said line 3-4 of said Caledonia No. 2 Lode a distance of 549.87 feet to the point of intersection with line 4-3 of the Pittsburg Ext, Lode, US Mineral Survey No. 7069;

thence N 89° 18' 45" E along said line 3-4 of said Pittsburg Ext. Lode a distance of 675.26 feet to corner No. 3 of said Pittsburg Ext. Lode;

thence S 46° 11' 59" W a distance of 716.62 feet to the point of intersection with line 2-1 of the Success Lode, US Mineral Survey No. 5280;

thence S 85° 49' 05" W along said line 2-1 of said Success Lode a distance of 459.86 feet of the point of intersection with said northeasterly right-of-line of the Central City Parkway;

thence N 35° 24' 20" W along said northeasterly right-of-line of the Central City Parkway a distance of 196.28 feet to the Point of Beginning, containing 7.66 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 13

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears

N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 87° 12' 22" E a distance of 4,688.84 feet to corner No. 3 of the Washingtons Day Lode, US Mineral Survey No. 11885, being the Point of Beginning.

thence along said line 3-4 of the said Washingtons Day Lode S 45° 12' 88" E a distance of 150.58 feet to

corner No. 4 of said Washingtons Day Lode;

thence along line 4-1 of said Washingtons Day Lode S 39° 23' 17"W a distance of 633.47 feet to the point of intersection with the northeasterly edge of Lake Gulch Road, County Road 6;

Thence along said northeasterly edge of Lake Gulch Road the following 7 courses:

1. N 66° 40' 06" W a distance of 2.05 feet;
2. N 66° 41' 03" W a distance of 25.85 feet;
3. N 62° 17' 04" W a distance of 31.05 feet;
4. N 56° 10' 53" W a distance of 31.14 feet;
5. N 51° 44' 53" W a distance of 28.55 feet;
6. N 48° 55' 48" W a distance of 29.88 feet;
7. N 48° 28' 12" W a distance of 3.30 feet to the point of intersection with line 2-3 of said Washingtons Day Lode;

thence N 39° 23' 18" E along said line 2-3 of said Washingtons Day lode a distance of 664.25 feet to the Point of Beginning, containing 2.25 acres more or less.

Lake Gulch Whiskey Resort Annexation No. 14

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 30° 07' 02" E a distance of 580.34 feet to the point of intersection of line 1-2 of the Black Diamond Lode, US Mineral Survey No. 17634 with line 2-3 of the Fay Lode, US Mineral Survey No. 13338 being the Point of Beginning.

thence N 26° 04' 04" W along said line 1-2 of said Black Diamond Lode a distance of 80.46 feet to the point of intersection with line 1-7 of the Dale Lode, US Mineral Survey No. 13338;

thence N 26° 54' 00" E along said line 1-7 of said Dale Lode a distance of 4.46 feet to corner No. 7 of said Dale Lode;

thence N 39° 29' 28" E along line 7-6 of said Dale Lode a distance of 160.32 feet to line 2-3 of said Black Diamond Lode;

thence N 63° 58' 12" E along said line 2-3 of said Black Diamond Lode a distance of 446.58 feet to the point of intersection with the southerly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of Lake Gulch Road the following 34 courses:

1. N 83° 11' 19" E a distance of 23.36 feet;
2. N 81° 54' 30" E a distance of 26.00 feet;
3. N 80° 36' 50" E a distance of 37.64 feet;
4. N 77° 53' 04" E a distance of 25.96 feet;
5. N 76° 30' 21" E a distance of 27.01 feet;
6. N 74° 45' 56" E a distance of 27.07 feet;
7. N 73° 10' 29" E a distance of 27.76 feet;
8. N 71° 02' 53" E a distance of 29.23 feet;
9. N 69° 29' 32" E a distance of 29.75 feet;
10. N 68° 02' 26" E a distance of 28.95 feet;
11. N 68° 11' 55" E a distance of 28.31 feet;
12. N 68° 11' 21" E a distance of 28.17 feet;
13. N 70° 17' 29" E a distance of 27.18 feet;
14. N 72° 23' 23" E a distance of 26.00 feet;
15. N 72° 28' 10" E a distance of 26.92 feet;
16. N 68° 41' 24" E a distance of 27.19 feet;
17. N 71° 51' 48" E a distance of 26.69 feet;
18. N 74° 45' 31" E a distance of 27.02 feet;
19. N 75° 42' 50" E a distance of 28.46 feet;
20. N 77° 13' 39" E a distance of 28.92 feet;
21. N 78° 51' 11" E a distance of 28.33 feet;
22. N 78° 32' 38" E a distance of 27.26 feet;

23. N 76° 41' 51" E a distance of 24.88 feet;
24. N 79° 17' 59" E a distance of 14.47 feet;
25. N 79° 17' 59" E a distance of 14.37 feet;
26. N 78° 11' 27" E a distance of 5.81 feet;
27. N 77° 38' 35" E a distance of 7.14 feet;
28. N 77° 38' 35" E a distance of 27.82 feet;
29. N 77° 18' 33" E a distance of 35.14 feet;
30. N 76° 11' 24" E a distance of 34.55 feet;
31. N 76° 19' 36" E a distance of 34.26 feet;
32. N 75° 55' 53" E a distance of 33.03 feet;
33. N 75° 45' 56" E a distance of 33.26 feet;
34. N 77° 56' 07" E a distance of 37.18 feet to the point of intersection with line 1-4 of the St. Anthony Lode, US Mineral Survey No. 19174;

thence S 39° 30' 42" W along said line 1-4 of said St. Anthony Lode a distance of 392.10 feet to the point of intersection with line 3-4 of the Alice Lode, US Mineral Survey No. 18785;

thence N 63° 23' 00" E along said line 3-4 of said Alice Lode a distance of 371.35 feet to the point of intersection with line 3-2 of said St. Anthony Lode;

Thence N 39° 31' 27" E along said line 3-2 of said St, Anthony Lode a distance of 210.07 feet to the point of intersection with said southerly edge of Lake Gulch Road, County Road 6;

thence along said southwesterly edge of Lake Gulch Road the following 18 courses:

1. S 89° 47' 40" E a distance of 26.55 feet;
2. S 89° 16' 33" E a distance of 25.73 feet;
3. N 89° 11' 13" E a distance of 25.02 feet;
4. N 89° 11' 41" E a distance of 28.08 feet;
5. N 87° 57' 44" E a distance of 28.75 feet;
6. N 89° 07' 00" E a distance of 25.28 feet;
7. S 88° 32' 40" E a distance of 28.15 feet;
8. S 82° 16' 38" E a distance of 26.04 feet;
9. S 77° 37' 44" E a distance of 25.62 feet;
10. S 73° 18' 40" E a distance of 30.03 feet;

11. S 71° 44' 22" E a distance of 26.36 feet;
12. S 69° 56' 57" E a distance of 31.66 feet;
13. S 67° 22' 05" E a distance of 26.00 feet;
14. S 64° 31' 22" E a distance of 25.12 feet;
15. S 63° 34' 32" E a distance of 26.32 feet;
16. S 61° 36' 30" E a distance of 25.13 feet;
17. S 55° 33' 38" E a distance of 30.91 feet;
18. S 47° 36' 27" E a distance of 0.69 feet to the point of intersection with line 3-2 of the Golden Gad Lode, US Mineral Survey No. 13048;

thence S 63° 17' 40" W along said line 3-2 of said Golden Gad Lode a distance of 722.08 feet to corner No. 2 of said Golden Gad Lode;

thence S 31° 40' 56" E along line 2-1 of said Golden Gad Lode a distance of 95.57 feet to the point of intersection with line 2-1 of the Calumet and Hecla No. 2 Lode, US Mineral Survey No. 13048;

thence S 48° 55' 49" W along said line 2-1 of said Calumet and Hecla Lode a distance of 61.79 feet to the point of intersection with line 3-4 of the Margaret Lode, US Mineral Survey No. 19229;

thence N 21° 01' 44" W along said line 3-4 of said Margaret Lode a distance of 114.04 feet to corner No. 4 of said Margaret Lode;

thence S 69° 01' 22" W along line 4-1 of said Margaret Lode a distance of 186.95 feet to the point of intersection with line 3-2 of said St. Anthony Lode;

thence N 39° 31' 27" E along said line 3-2 of said St. Anthony Lode a distance of 73.31 feet to the point of intersection with line 1-2 of said Alice Lode;

thence S 63° 22' 25" W along said line 1-2 of said Alice Lode a distance of 53.94 feet to corner No. 2 of said Alice Lode;

thence N 26° 45' 28" W along line 2-3 of said Alice Lode a distance of 140.24 feet to the point of intersection with said line 1-4 of said St. Anthony Lode;

thence S 39° 30' 42" W along said line 1-4 of said St. Anthony Lode a distance of 345.75 feet to the point of intersection with said line 4-1 of said Margaret Lode;

thence S 69° 01' 22" W along said line 4-1 of said Margaret Lode a distance of 16.29 feet to the point of intersection with line 3-4 of said Elizabeth Lode;

thence S 39° 23' 48" W along said line 3-4 of said Elizabeth Lode a distance of 272.15 feet to corner No. 4 of said Elizabeth Lode;

thence N 50° 27' 18" W along line 4-1 of said Elizabeth Lode a distance of 148.43 feet to the point of intersection with line 4-3 of the Annie Mary Lode, US Mineral Survey No. 11571;

thence N 62° 32' 35" E along line 4-3 of said Annie Mary Lode a distance of 221.31 feet to corner No. 3 of said Annie Mary Lode;

thence N 27° 32' 41" W along line 3-2 of said Annie Mary Lode a distance of 149.99 feet to corner No. 2 of said Annie Mary Lode;

thence S 62° 32' 35" W along line 2-1 of said Annie Mary Lode a distance of 607.56 feet to the point of intersection with the northeasterly right-of-way of the Central City Parkway;

thence along a non-tangent curve concave to the southwest an arc distance of 13.72 feet, a delta angle of 00° 44' 55", having a radius of 1050.00 feet, and whose long chord bears N 62° 43' 25" W a distance of 13.72 feet to the point of intersection with line 5-4 of the Marks Lode, US Mineral Survey No. 13338;

thence N 44° 35' 21" E along said line 5-4 of said Marks Lode a distance of 80.14 feet to the point of intersection with line 1-4 of the Fay Lode, US Mineral Survey No. 13338;

thence N 60° 43' 32" E along said line 1-4 of said Fay Lode a distance of 714.47 feet to corner No. 4 of said Fay Lode;

thence N 29° 20' 48" W along line 4-3 of said Fay Lode a distance of 150.66 feet to corner No. 3 of said Fay Lode;

thence S 60° 42' 01" W along line 3-2 of said Fay Lode a distance of 442.61 feet to the point of intersection with line 4-3 of the Marks Lode, US Mineral Survey No. 13338;

thence S 86° 28' 49" W along said line 4-3 of said Marks Lode a distance of 122.51 feet to corner No. 3 of said Marks Lode;

thence S 44° 22' 49" W along line 3-2 of said Marks Lode a distance of 189.62 feet to the point of intersection with line 4-1 of said Black Diamond Lode;

thence S 60° 42' 01" W along said line 4-1 of said Black Diamond Lode a distance of 120.71 feet to the Point of Beginning, containing 11.43 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 15

The Little Mattie Lode, US Mineral Survey No. 970 in Sections 17&18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this

description; thence S 87° 15' 37" E a distance of 5,334.83 feet to corner No. 1 of said Little Mattie Lode, being the Point of Beginning.

Thence N 44° 28' 40" E along line 1-2 of said Little Mattie Lode a distance of 1499.34 feet to corner No. 2 of said Little Mattie Lode;

thence S 45° 33' 27" E along line 2-3 of said Little Mattie Lode a distance of 149.96 feet to corner No. 3 of said Little Mattie Lode;

thence S 44° 29' 09" W along line 3-4 of said Little Mattie Lode a distance of 1500.03 feet to corner No. 4 of said Little Mattie Lode;

thence N 45° 17' 32" W along line 4-1 of said Little Mattie Lode a distance of 149.75 feet to the Point of Beginning, containing 5.16 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 16

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00° 14' 12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 74° 53' 25" E a distance of 4,804.55 feet to corner No. 14 of the Gold Tunnel No. 21 Lode, US Mineral Survey No. 4589, being the Point of Beginning.

Thence N 46° 21' 54" W along line 14-15 of said Gold Tunnel No. 21 Lode a distance of 150.01 feet to corner No. 15 of said Gold Tunnel No. 21 Lode;

thence N 43° 56' 51" E along line 15-16 of said Gold Tunnel No. 21 Lode a distance of 81.81 feet to the south line of the NE 1/4 of the NE 1/4 of said Section 18, being also the City of Black Hawk Patented Boundary;

thence N 89° 32' 31" E along said south line of the NE 1/4 of the NE 1/4 of said Section 18 and the City of Black Hawk Patented Boundary a distance of 209.92 feet to the point of intersection with line 13-14 of said Gold Tunnel No. 21 Lode;

thence S 43° 56' 09" W along said line 13-14 of said Gold Tunnel No. 21 Lode a distance of 227.88 feet to the Point of Beginning, containing 0.53 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 17

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears

N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 41° 36' 06" E a distance of 1,242.54 feet to the point of intersection of line 2-3 of the Black Diamond Lode, US Mineral Survey No. 17634 with the northerly edge of Lake Gulch Road, County Road No. 6, being the Point of Beginning.

Thence N 63° 58' 12" E along said line 2-3 of said Black Diamond Lode a distance of 827.46 feet to the point of intersection with line 2-1 of the Elizabeth Lode, US Mineral Survey No. 15894;

thence S 39° 23' 46" W along said line 2-1 of said Elizabeth Lode a distance of 249.88 feet to the point intersection with the northerly edge of said Lake Gulch Road;

thence along said northerly edge of said Lake Gulch Road the following 24 courses:

1. S 77° 38' 35" W a distance of 7.04 feet;
2. S 78° 11' 27" W a distance of 5.49 feet;
3. S 79° 17' 59" W a distance of 29.12 feet;
4. S 76° 41' 51" W a distance of 25.03 feet;
5. S 78° 32' 38" W a distance of 26.85 feet;
6. S 78° 51' 11" W a distance of 28.58 feet;
7. S 77° 13' 39" W a distance of 29.52 feet;
8. S 75° 42' 50" W a distance of 28.93 feet;
9. S 74° 45' 31" W a distance of 27.76 feet;
10. S 71° 51' 48" W a distance of 27.85 feet;
11. S 68° 41' 24" W a distance of 27.08 feet;
12. S 72° 28' 10" W a distance of 26.21 feet;
13. S 72° 23' 23" W a distance of 26.42 feet;
14. S 70° 17' 29" W a distance of 27.99 feet;
15. S 68° 11' 21" W a distance of 28.57 feet;
16. S 68° 11' 55" W a distance of 28.34 feet;
17. S 68° 02' 26" W a distance of 28.70 feet;
18. S 69° 29' 32" W a distance of 29.17 feet;
19. S 71° 02' 53" W a distance of 28.52 feet;

20. S 73° 10' 29" W a distance of 27.05 feet;
21. S 74° 45' 56" W a distance of 26.43 feet;
22. S 76° 30' 21" W a distance of 26.42 feet;
23. S 77° 53' 04" W a distance of 25.17 feet;
24. S 80° 36' 50" W a distance of 18.32 feet to the Point of Beginning, containing 0.93 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 18

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 55° 10' 45" E a distance of 2,029.15 feet to the point of intersection of line 4-1 of the St. Anthony Lode, US Mineral Survey No. 19174 with the northerly edge of Lake Gulch Road, County Road No. 6, being the Point of Beginning.

Thence N 39° 30' 42" E along said line 4-1 of said St. Anthony Lode a distance of 328.85 feet to the point of intersection with the south line of the NE 1/4 of the NE 1/4 of said Section 18, being also the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said south line of the NE 1/4 of the NE 1/4 of said Section 18 a distance of 145.22 feet to the point of intersection with line 1-6 of the Susan-Mary Lode, US Mineral Survey No. 694;

thence S 19° 06' 00" E along said line 1-6 of said Susan-Mary Lode a distance of 44.24 feet to the point of intersection with line 2-3 of said St. Anthony Lode;

thence S 39° 31' 27" W along said line 2-3 of said St. Anthony Lode a distance of 246.50 feet to said northerly edge of Lake Gulch Road;

thence along said northerly edge of Lake Gulch Road the following 8 courses:

1. N 89° 47' 40" W a distance of 21.27 feet;
2. S 89° 45' 47" W a distance of 26.85 feet;
3. S 87° 30' 36" W a distance of 25.59 feet;
4. S 85° 59' 16" W a distance of 29.83 feet;
5. S 82° 42' 42" W a distance of 26.71 feet;

6. S 81° 04' 54" W a distance of 30.69 feet;
7. S 79° 51' 30" W a distance of 30.19 feet;
8. S 79° 21' 17" W a distance of 22.47 feet to the Point of Beginning, containing 1.04 Acres, more or less.

EXHIBIT B

Lake Gulch Whiskey Resort Annexation No. 1

A parcel of land located in Sections 17 & 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $69^{\circ}30'48''$ E a distance of 3,617.79 feet to the point of intersection of line 3-4 of the Clay County Lode, US Mineral Survey No. 360 with line 4-1 of the Williams Crossing Lode, US Mineral Survey No. 15824 being the Point of Beginning.

Thence S $47^{\circ}53'33''$ E along said line 4-1 of said Williams Lode a distance of 296.23 feet to the point of intersection with line 3-2 of the Blow Out Lode, US Mineral Survey No. 18776;

thence N $19^{\circ}46'26''$ E along said line 3-2 of said Blow Out Lode a distance of 361.74 feet to the point of intersection with the east-west centerline of the NE $\frac{1}{4}$ of said Section 18 and the City of Black Hawk Patented Boundary;

thence N $89^{\circ}32'31''$ E along said east-west centerline of the NE $\frac{1}{4}$ and City of Black Hawk Patented Boundary a distance of 208.47 feet to the point of intersection with line 1-2 of the Great Britian Lode, US Mineral Survey No. 18776;

thence S $29^{\circ}18'00''$ W along said line 1-2 of said Great Britian Lode a distance of 353.67 feet to corner No. 2 of said Great Britian Lode;

thence S $46^{\circ}17'00''$ W along line 2-3 of said Great Britian Lode a distance of 131.10 feet to the point of intersection with line 4-1 of said Williams Crossing Lode;

thence S $47^{\circ}53'33''$ E along said line 4-1 of said Williams Crossing Lode a distance of 149.95 feet to the point of intersection with line 6-7 of said Great Britian Lode;

thence N $46^{\circ}22'45''$ E along said line 6-7 of said Great Britian Lode a distance of 142.56 feet to corner No. 7 of said Great Britian Lode;

thence N $29^{\circ}19'49''$ E along line 7-8 of said Great Britian Lode a distance of 461.80 feet to the point of intersection with said east-west centerline of the NE $\frac{1}{4}$ of said Section 18 and the City of Black Hawk Patented Boundary;

thence N $89^{\circ}32'31''$ E along said east-west centerline of the NE $\frac{1}{4}$ and City of Black Hawk Patented Boundary a distance of 474.24 feet to the point of intersection with line 16-15 of the Gold Tunnel No. 21 Lode, US Mineral Survey No. 4589;

thence S 43° 56' 47" W along said line 16-15 of the Gold Tunnel No. 21 Lode a distance of 81.81 feet to corner No. 15 of the said Gold Tunnel No. 21 Lode;

thence S 46° 21' 54" E along line 15-14 of the said Gold Tunnel No. 21 Lode, a distance of 150.01 feet to corner no. 14 of the said Gold Tunnel No. 21 Lode;

thence N 43° 56' 15" E along line 14-13 of the said Gold Tunnel No. 21 Lode, a distance of 227.88 feet to the point of intersection with the east-west centerline of the NE ¼ of said Section 18 and the City of Black Hawk Patented Boundary;

thence N 89° 32' 31" E along said east-west centerline of the NE ¼ and City of Black Hawk Patented Boundary a distance of 1040.34 feet to the N 1/16th corner of Sections 17 and 18;

thence N 87° 26' 32" E along the east-west centerline of the NW ¼ of said Section 17 a distance of 165.11 feet to the point of intersection with line 3-2 of said East Williams Lode, US Mineral Survey No. 588;

thence S 47° 19' 59" W along said line 3-2 of the East Williams Lode a distance of 204.89 feet to corner No. 2 of said East Williams Lode;

thence S 42° 44' 49" E along line 2-1 of said East Williams Lode a distance of 152.37 feet to corner No. 1 of said East Williams Lode;

thence N 47° 20' 23" E along line 1-4 of said East Williams Lode a distance of 385.62 feet to the point of intersection with said east-west centerline of the NW ¼ of said Section 17 and the City of Black Hawk Patented Boundary;

thence N 87° 26' 32" E along said east-west centerline of the NW ¼ of said Section 17 and City of Black Hawk Patented Boundary a distance of 906.14 feet to the NW 1/16th corner of said Section 17;

thence N 01° 02' 29" W along the north-south centerline of said NW ¼ of said Section 17 and along the City of Black Hawk Patented Boundary a distance of 164.47 feet to the point of intersection with line 1-2 of the Mary Miller Lode, US Mineral Survey No. 969;

thence N 44° 28' 35" E along said line 1-2 of said Mary Miller Lode a distance of 60.92 feet to the point of intersection with said City of Black Hawk Patented Boundary;

thence N 88° 00' 45" E along said City of Black Hawk Patented Boundary a distance of 96.85 feet;

thence N 00° 18' 42" W along said City of Black Hawk Patented Boundary a distance of 91.93 feet to the point of intersection with line 6-5 of the Morgan Placer US Mineral Survey No. 226;

thence S 42° 19' 52" E along said line 6-5 of said Morgan Placer a distance of 92.75 feet to corner No. 5 of said Morgan Placer;

thence S 41° 03' 33" E along Colorado Department of Transportation deed recorded at Reception No. 141956 Gilpin County Records a distance of 12.42 feet to a CDOT 3 ¼ " aluminum cap;

thence S 49° 47' 21" E continuing along said Reception No. 141956 a distance of 43.07 feet to the point of intersection with line 3-4 of said Mary Miller Lode;

thence S 44° 27' 10" W along said line 3-4 of said Mary Miller Lode a distance of 340.78 feet to the north-south centerline of said NW ¼ of said Section 17;

thence S 42° 07' 27" W a distance of 980.96 feet to corner No. 3 of the Little Mattie Lode, US Mineral Survey No. 970;

thence N 45° 33' 27" W along line 3-2 of said Little Mattie Lode a distance of 149.96 feet to corner No. 2 of said Little Mattie Lode;

thence S 44° 28' 40" W along line 2-1 of said Little Mattie Lode a distance of 1499.34 feet to corner No. 1 of said Little Mattie Lode;

thence S 45° 17' 32" E along line 1-4 of said Little Mattie Lode a distance of 149.75 feet to corner No. 4 of said Little Mattie Lode;

thence S 27° 33' 11" E a distance of 938.48 feet to the S 1/16th corner of Sections 17 and 18;

thence N 88° 20' 50" W a distance of 663.62 feet to a point on the easterly edge of Lake Gulch Road, County Road 6;

thence along said easterly edge of said Lake Gulch Road the following 32 courses:

1. N 04° 13' 02" W a distance of 31.99 feet;
2. N 07° 44' 55" W a distance of 32.64 feet;
3. N 18° 09' 05" W a distance of 33.14 feet;
4. N 38° 37' 56" W a distance of 34.32 feet;
5. N 53° 47' 50" W a distance of 29.23 feet;
6. N 75° 08' 14" W a distance of 35.56 feet;
7. N 85° 37' 54" W a distance of 30.90 feet;
8. S 89° 52' 43" W a distance of 27.50 feet;
9. N 87° 06' 51" W a distance of 30.91 feet;
10. N 85° 25' 50" W a distance of 33.32 feet;
11. N 83° 57' 02" W a distance of 32.67 feet;
12. N 82° 55' 20" W a distance of 27.68 feet;
13. N 84° 02' 37" W a distance of 25.81 feet;
14. N 85° 10' 50" W a distance of 29.44 feet;
15. N 85° 57' 08" W a distance of 28.99 feet;

16. N 85° 47' 52" W a distance of 28.17 feet;
17. N 81° 25' 50" W a distance of 28.60 feet;
18. N 76° 41' 49" W a distance of 29.15 feet;
19. N 73° 08' 35" W a distance of 28.55 feet;
20. N 70° 53' 21" W a distance of 28.11 feet;
21. N 69° 40' 34" W a distance of 29.60 feet;
22. N 69° 16' 06" W a distance of 30.58 feet;
23. N 69° 23' 51" W a distance of 31.51 feet;
24. N 69° 00' 03" W a distance of 30.04 feet;
25. N 67° 48' 40" W a distance of 31.55 feet;
26. N 68° 24' 20" W a distance of 27.25 feet;
27. N 62° 37' 03" W a distance of 29.46 feet;
28. N 58° 52' 53" W a distance of 25.03 feet;
29. N 54° 58' 57" W a distance of 28.04 feet;
30. N 57° 56' 49" W a distance of 30.20 feet;
31. N 61° 34' 17" W a distance of 32.80 feet;
32. N 66° 40' 06" W a distance of 25.01 feet to a point on line 1-4 of Washingtons Day Lode, US Mineral Survey 11885;

thence along said line 1-4 N 39° 23' 17" E a distance of 633.47 feet to corner No. 4 of said Washingtons Day Lode;

thence along line 4-3 of said Washingtons Day Lode N 45° 12' 18" W a distance of 150.58 feet to corner No. 3 of said Washingtons Day Lode;

thence N 40° 53' 21" W a distance of 1,096.94 feet;

thence N 47° 01' 18" E a distance of 320.86 feet;

thence N 42° 58' 23" W a distance of 169.95 feet;

thence S 47° 00' 48" W a distance of 314.68 feet;

thence N 40° 53' 21" W a distance of 710.26 feet to the Point of Beginning,

EXCEPT the Denver Lode, US Mineral Survey 745, total parcel containing 100.5 acres gross, 95.35 acres net more or less.

Lake Gulch Whiskey Resort Annexation No.2

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $69^{\circ}30'48''$ E a distance of 3,617.79 feet to the point of intersection of line 3-4 of the Clay County Lode, US Mineral Survey No. 360 with line 4-1 of the Williams Crossing Lode, US Mineral Survey No. 15824 being the Point of Beginning.

Thence S $40^{\circ}53'21''$ E along the City of Black Hawk Boundary a distance of 710.26 feet;

thence N $47^{\circ}00'48''$ E a distance of 314.68 feet;

thence S $42^{\circ}58'23''$ E a distance of 169.95 feet;

thence S $47^{\circ}01'18''$ W a distance of 320.86 feet;

thence S $40^{\circ}53'21''$ E a distance of 1096.94 feet to corner No. 3 of the Washingtons Day Lode, US Mineral Survey 11885;

thence along line 3-2 of said Washingtons Day Lode S $39^{\circ}23'18''$ W a distance of 664.25 feet to a point on the easterly edge of Lake Gulch Road, County Road 6;

thence along said easterly edge the following 42 courses:

1. N $48^{\circ}28'12''$ W a distance of 24.56 feet;
2. N $50^{\circ}23'24''$ W a distance of 26.25 feet;
3. N $53^{\circ}50'43''$ W a distance of 25.59 feet;
4. N $53^{\circ}43'00''$ W a distance of 33.90 feet;
5. N $52^{\circ}37'45''$ W a distance of 28.19 feet;
6. N $51^{\circ}12'12''$ W a distance of 30.55 feet;
7. N $49^{\circ}32'52''$ W a distance of 30.52 feet;
8. N $48^{\circ}21'34''$ W a distance of 28.91 feet;
9. N $47^{\circ}37'34''$ W a distance of 28.24 feet;
10. N $45^{\circ}09'35''$ W a distance of 27.49 feet;
11. N $43^{\circ}31'15''$ W a distance of 28.13 feet;

12. N 42° 12' 45" W a distance of 27.54 feet;
13. N 38° 01' 46" W a distance of 25.88 feet;
14. N 34° 08' 31" W a distance of 30.46 feet;
15. N 37° 44' 53" W a distance of 28.83 feet;
16. N 42° 43' 23" W a distance of 30.25 feet;
17. N 43° 58' 04" W a distance of 27.96 feet;
18. N 45° 20' 47" W a distance of 27.74 feet;
19. N 49° 06' 25" W a distance of 26.55 feet;
20. N 51° 35' 16" W a distance of 26.06 feet;
21. N 59° 58' 24" W a distance of 29.16 feet;
22. N 61° 25' 24" W a distance of 33.52 feet;
23. N 61° 44' 13" W a distance of 33.59 feet;
24. N 59° 21' 59" W a distance of 26.42 feet;
25. N 49° 29' 24" W a distance of 26.70 feet;
26. N 37° 52' 45" W a distance of 31.32 feet;
27. N 30° 56' 40" W a distance of 24.48 feet;
28. N 29° 24' 22" W a distance of 27.32 feet;
29. N 33° 48' 48" W a distance of 27.44 feet;
30. N 38° 52' 14" W a distance of 38.09 feet;
31. N 46° 02' 34" W a distance of 25.97 feet;
32. N 47° 57' 34" W a distance of 35.15 feet;
33. N 47° 25' 27" W a distance of 31.08 feet;
34. N 43° 51' 36" W a distance of 31.28 feet;
35. N 39° 40' 26" W a distance of 30.10 feet;
36. N 41° 30' 58" W a distance of 32.61 feet;
37. N 41° 29' 04" W a distance of 32.31 feet;
38. N 41° 52' 51" W a distance of 35.65 feet;
39. N 42° 17' 50" W a distance of 25.71 feet;

40. N 44° 56' 55" W a distance of 26.51 feet;
41. N 47° 16' 09" W a distance of 32.58 feet;
42. N 44° 25' 34" W a distance of 5.81 feet to the point of intersection with line 4-3 of the
Tariff Lode, US Mineral Survey No. 966;
thence N 47° 01' 18" E along said line 4-3 of said Tariff Lode a distance of 1068.76 feet to
corner No. 3 of said Tariff Lode;
thence N 42° 58' 23" W along line 3-2 of said Tariff Lode a distance of 149.95 feet to corner No.
2 of said Tariff lode;
thence S 47° 00' 48" W along line 2-1 of said Tariff Lode a distance of 367.57 feet to the point of
intersection with line 2-3 of the Williams Lode, US Mineral Survey No. 15824;
thence N 47° 53' 26" W along said line 2-3 of said Williams Lode a distance of 660.81 feet to the
point of intersection with line 6-5 of the East Clay County Lode, US Mineral Survey No. 18776;
thence S 17° 31' 51" W along said line 6-5 of said East Clay County Lode a distance of 88.60
feet to the point of intersection with line 3-2 of the Clay County Lode, US Mineral Survey No.
329A;
thence N 51° 26' 36" W along said line 3-2 of said Clay County Lode a distance of 26.56 feet to
corner No. 4 of said Clay County Lode, US Mineral Survey No. 360;
thence N 52° 11' 23" W along line 4-1 of said Clay County Lode, US Mineral Survey No. 360 a
distance of 114.49 feet to corner No. 2 of said Clay County Lode, US Mineral Survey No. 329A;
thence S 37° 28' 00" W along line 2-1 of said Clay County Lode, US Mineral Survey No. 329A a
distance of 547.96 feet to the point of intersection with line 4-1 of the Clay County Lode, US
Mineral Survey No. 329B;
thence N 54° 01' 59" W along said line 4-1 of the Clay County Lode, US Mineral Survey No.
329B a distance of 109.70 feet to corner No. 1 of said Clay County Lode, US Mineral Survey
No. 329B;
thence S 50° 08' 44" W along line 1-2 of said Clay County Lode, US Mineral Survey No. 329B a
distance of 172.25 feet to the point of intersection with the easterly edge of Lake Gulch Road;
thence along said easterly edge of Lake Gulch Road the following 12 courses:
 1. N 52° 05' 43" W a distance of 4.07 feet;
 2. N 50° 32' 17" W a distance of 30.12 feet;
 3. N 48° 45' 27" W a distance of 31.84 feet;
 4. N 48° 19' 15" W a distance of 29.52 feet;
 5. N 44° 59' 11" W a distance of 32.08 feet;

6. N 38° 27' 56" W a distance of 34.04 feet;
7. N 34° 37' 33" W a distance of 32.85 feet;
8. N 32° 21' 41" W a distance of 28.92 feet;
9. N 30° 53' 34" W a distance of 33.92 feet;
10. N 29° 02' 31" W a distance of 37.67 feet;
11. N 28° 29' 34" W a distance of 25.05 feet;
12. N 28° 12' 54" W a distance of 1.33 feet to the point of intersection with line 1-2 of the Caledonia Lode, US Mineral Survey No. MS 519;

thence N 49° 29' 47" E along said line 1-2 of said Caledonia Lode a distance of 724.79 feet to the point of intersection with line 6-5 of the Golden Gad Lode, US Mineral Survey No. 13048;

thence N 31° 43' 33" W along said line 6-5 of said Golden Gad Lode a distance of 50.45 feet to the point of intersection with the east-west centerline of said NW ¼ of said Section 18 and the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said east-west centerline of the NW ¼ and along the City of Black Hawk Patented Boundary a distance of 258.49 feet to the N 1/16th corner on the north-south centerline of said Section 18;

thence N 89° 32' 31" E along the east-west centerline of the NE ¼ of said Section 18 and along the City of Black Hawk Patented Boundary a distance of 246.17 feet to the point of intersection with line 3-4 of the Clay County Lode, US Mineral Survey No. 360;

thence S 27° 50' 26" W along said line 3-4 of said Clay County Lode a distance of 157.91 feet to the point of intersection with line 4-1 of the Williams Crossing Lode, US Mineral Survey No. 15824, the Point of Beginning, containing 29.21 acres more or less.

Lake Gulch Whiskey Resort Annexation No.3

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 00°14'12" E along the east line of the NE ¼ of said Section 13 a distance of 876.53 feet to the point of intersection with the northerly and easterly edge of Lake Gulch Road, County Road 6. Thence along said northerly and easterly edge of Lake Gulch Road the following 66 courses:

1. S 84° 44' 44" E a distance of 13.72 feet;

2. S 85° 15' 25" E a distance of 35.41 feet;
3. S 84° 42' 28" E a distance of 33.69 feet;
4. S 85° 28' 26" E a distance of 32.03 feet;
5. S 86° 21' 19" E a distance of 31.14 feet;
6. S 87° 13' 04" E a distance of 29.82 feet;
7. S 88° 23' 53" E a distance of 29.18 feet;
8. S 88° 24' 09" E a distance of 34.66 feet;
9. S 88° 22' 11" E a distance of 25.20 feet;
10. S 88° 22' 02" E a distance of 36.97 feet;
11. S 89° 43' 04" E a distance of 35.02 feet;
12. N 88° 16' 44" E a distance of 36.59 feet;
13. N 87° 31' 19" E a distance of 26.26 feet;
14. N 85° 29' 19" E a distance of 27.58 feet;
15. N 84° 48' 46" E a distance of 29.08 feet;
16. N 84° 07' 35" E a distance of 28.85 feet;
17. N 82° 03' 23" E a distance of 28.00 feet;
18. N 78° 58' 54" E a distance of 26.68 feet;
19. N 76° 54' 40" E a distance of 25.60 feet;
20. N 77° 08' 36" E a distance of 25.55 feet;
21. N 78° 10' 02" E a distance of 25.48 feet;
22. N 78° 39' 54" E a distance of 37.64 feet;
23. N 79° 54' 14" E a distance of 26.32 feet;
24. N 80° 28' 29" E a distance of 26.01 feet;
25. N 80° 13' 10" E a distance of 25.64 feet;
26. N 82° 00' 47" E a distance of 25.87 feet;
27. N 83° 11' 19" E a distance of 25.72 feet;
28. N 81° 54' 30" E a distance of 25.51 feet;
29. N 80° 36' 50" E a distance of 36.86 feet;

30. N 77° 53' 04" E a distance of 25.17 feet;
31. N 76° 30' 21" E a distance of 26.42 feet;
32. N 74° 45' 56" E a distance of 26.43 feet;
33. N 73° 10' 29" E a distance of 27.05 feet;
34. N 71° 02' 53" E a distance of 28.52 feet;
35. N 69° 29' 32" E a distance of 29.17 feet;
36. N 68° 02' 26" E a distance of 28.70 feet;
37. N 68° 11' 55" E a distance of 28.34 feet;
38. N 68° 11' 21" E a distance of 28.58 feet;
39. N 70° 17' 29" E a distance of 27.99 feet;
40. N 72° 23' 23" E a distance of 26.42 feet;
41. N 72° 28' 10" E a distance of 26.21 feet;
42. N 68° 41' 24" E a distance of 27.08 feet;
43. N 71° 51' 48" E a distance of 27.85 feet;
44. N 74° 45' 31" E a distance of 27.76 feet;
45. N 75° 42' 50" E a distance of 28.93 feet;
46. N 77° 13' 39" E a distance of 29.52 feet;
47. N 78° 51' 11" E a distance of 28.58 feet;
48. N 78° 32' 38" E a distance of 26.85 feet;
49. N 76° 41' 51" E a distance of 25.03 feet;
50. N 79° 17' 59" E a distance of 29.12 feet;
51. N 78° 11' 27" E a distance of 5.49 feet;
52. N 77° 38' 35" E a distance of 34.79 feet;
53. N 77° 18' 33" E a distance of 34.86 feet;
54. N 76° 11' 24" E a distance of 34.36 feet;
55. N 76° 19' 36" E a distance of 34.21 feet;
56. N 75° 55' 53" E a distance of 32.92 feet;
57. N 75° 45' 56" E a distance of 33.64 feet;

58. N 77° 56' 07" E a distance of 54.90 feet;
59. N 79° 21' 17" E a distance of 32.59 feet;
60. N 79° 51' 30" E a distance of 30.19 feet;
61. N 81° 04' 54" E a distance of 30.69 feet;
62. N 82° 42' 42" E a distance of 26.71 feet;
63. N 85° 59' 16" E a distance of 29.83 feet;
64. N 87° 30' 36" E a distance of 25.59 feet;
65. N 89° 45' 47" E a distance of 26.85 feet;
66. S 89° 47' 40" E a distance of 21.27 feet to the point of intersection with line 3-2 of the St. Anthony Lode, US Mineral Survey No. 19174;

thence N 39° 31' 27" E along said line 3-2 of said St. Anthony Lode a distance of 246.50 feet to the point of intersection with line 1-6 of the Susan-Mary Lode, US Mineral Survey No. 694;

thence S 19° 06' 00" E along said line 1-6 of said Susan-Mary Lode a distance of 35.27 feet to corner No. 6 of said Susan-Mary Lode;

thence N 70° 54' 00" E along line 6-5 of said Susan-Mary Lode a distance of 224.97 feet to the point of intersection with the east-west centerline of the NW 1/4 of said Section 18, the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said east-west centerline and City of Black Hawk Patented Boundary a distance of 553.67 feet to the point of intersection with line 4-3 of the Golden Gad Lode, US Mineral Survey No. 13048;

thence S 49° 45' 10" W along said line 4-3 of said Golden Gad Lode a distance of 340.06 feet to corner No. 3 of said Golden Gad Lode;

thence S 63° 17' 40" W along line 3-2 of said Golden Gad Lode a distance of 259.61 feet to the point of intersection with the easterly edge of Lake Gulch Road;

thence along said easterly edge of Lake Gulch Road the following 178 courses:

79. S 47° 36' 27" E a distance of 20.45 feet;
80. S 37° 01' 46" E a distance of 33.69 feet;
81. S 31° 20' 23" E a distance of 35.62 feet;
82. S 29° 21' 33" E a distance of 35.80 feet;
83. S 28° 33' 24" E a distance of 35.14 feet;
84. S 28° 15' 54" E a distance of 26.48 feet;

85. S 28° 12' 54" E a distance of 25.97 feet;
86. S 28° 29' 34" E a distance of 25.05 feet;
87. S 29° 02' 31" E a distance of 37.67 feet;
88. S 30° 53' 34" E a distance of 33.92 feet;
89. S 32° 21' 41" E a distance of 28.92 feet;
90. S 34° 37' 33" E a distance of 32.85 feet;
91. S 38° 27' 56" E a distance of 34.04 feet;
92. S 44° 59' 11" E a distance of 32.08 feet;
93. S 48° 19' 15" E a distance of 29.52 feet;
94. S 48° 45' 27" E a distance of 31.84 feet;
95. S 50° 32' 17" E a distance of 30.12 feet;
96. S 52° 05' 43" E a distance of 32.15 feet;
97. S 51° 09' 16" E a distance of 29.84 feet;
98. S 51° 16' 35" E a distance of 28.26 feet;
99. S 53° 32' 16" E a distance of 26.81 feet;
100. S 54° 36' 48" E a distance of 27.25 feet;
101. S 54° 32' 13" E a distance of 32.80 feet;
102. S 57° 04' 54" E a distance of 26.24 feet;
103. S 58° 48' 15" E a distance of 27.12 feet;
104. S 58° 36' 20" E a distance of 29.13 feet;
105. S 57° 16' 49" E a distance of 30.45 feet;
106. S 57° 52' 07" E a distance of 29.57 feet;
107. S 57° 47' 48" E a distance of 29.54 feet;
108. S 58° 32' 09" E a distance of 30.64 feet;
109. S 58° 55' 55" E a distance of 31.93 feet;
110. S 60° 47' 03" E a distance of 32.05 feet;
111. S 64° 12' 09" E a distance of 30.05 feet;
112. S 66° 59' 32" E a distance of 31.36 feet;

- 113. S 64° 57' 54" E a distance of 31.74 feet;
- 114. S 66° 27' 41" E a distance of 30.74 feet;
- 115. S 62° 36' 41" E a distance of 31.24 feet;
- 116. S 56° 45' 33" E a distance of 32.71 feet;
- 117. S 52° 10' 05" E a distance of 34.02 feet;
- 118. S 47° 33' 12" E a distance of 35.06 feet;
- 119. S 46° 14' 32" E a distance of 33.54 feet;
- 120. S 46° 05' 49" E a distance of 31.95 feet;
- 121. S 47° 24' 34" E a distance of 33.28 feet;
- 122. S 46° 33' 23" E a distance of 34.15 feet;
- 123. S 45° 20' 14" E a distance of 34.73 feet;
- 124. S 45° 05' 49" E a distance of 33.04 feet;
- 125. S 45° 18' 29" E a distance of 32.28 feet;
- 126. S 44° 25' 34" E a distance of 31.87 feet;
- 127. S 47° 16' 09" E a distance of 32.58 feet;
- 128. S 44° 56' 55" E a distance of 26.51 feet;
- 129. S 42° 17' 50" E a distance of 25.71 feet;
- 130. S 41° 52' 51" E a distance of 35.65 feet;
- 131. S 41° 29' 04" E a distance of 32.31 feet;
- 132. S 41° 30' 58" E a distance of 32.61 feet;
- 133. S 39° 40' 26" E a distance of 30.10 feet;
- 134. S 43° 51' 36" E a distance of 31.28 feet;
- 135. S 47° 25' 27" E a distance of 31.08 feet;
- 136. S 47° 57' 34" E a distance of 35.15 feet;
- 137. S 46° 02' 34" E a distance of 25.97 feet;
- 138. S 38° 52' 14" E a distance of 38.09 feet;
- 139. S 33° 48' 48" E a distance of 27.44 feet;
- 140. S 29° 24' 22" E a distance of 27.32 feet;

141. S 30° 56' 40" E a distance of 24.48 feet;
142. S 37° 52' 45" E a distance of 31.32 feet;
143. S 49° 29' 24" E a distance of 26.70 feet;
144. S 59° 21' 59" E a distance of 26.42 feet;
145. S 61° 44' 13" E a distance of 33.59 feet;
146. S 61° 25' 24" E a distance of 33.52 feet;
147. S 59° 58' 24" E a distance of 29.16 feet;
148. S 51° 35' 16" E a distance of 26.06 feet;
149. S 49° 06' 25" E a distance of 26.55 feet;
150. S 45° 20' 47" E a distance of 27.74 feet;
151. S 43° 58' 04" E a distance of 27.96 feet;
152. S 42° 43' 23" E a distance of 30.25 feet;
153. S 37° 44' 53" E a distance of 28.83 feet;
154. S 34° 08' 31" E a distance of 30.46 feet;
155. S 38° 01' 46" E a distance of 25.88 feet;
156. S 42° 12' 45" E a distance of 27.54 feet;
157. S 43° 31' 15" E a distance of 28.13 feet;
158. S 45° 09' 35" E a distance of 27.49 feet;
159. S 47° 37' 34" E a distance of 28.24 feet;
160. S 48° 21' 34" E a distance of 28.91 feet;
161. S 49° 32' 52" E a distance of 30.52 feet;
162. S 51° 12' 12" E a distance of 30.55 feet;
163. S 52° 37' 45" E a distance of 28.19 feet;
164. S 53° 43' 00" E a distance of 33.90 feet;
165. S 53° 50' 43" E a distance of 25.59 feet;
166. S 50° 23' 24" E a distance of 26.25 feet;
167. S 48° 28' 12" E a distance of 27.86 feet;
168. S 48° 55' 48" E a distance of 29.88 feet;

169. S 51° 44' 53" E a distance of 28.55 feet;
170. S 56° 10' 53" E a distance of 31.14 feet;
171. S 62° 17' 04" E a distance of 31.05 feet;
172. S 66° 41' 03" E a distance of 25.85 feet;
173. S 66° 40' 06" E a distance of 27.06 feet;
174. S 61° 34' 17" E a distance of 32.80 feet;
175. S 57° 56' 49" E a distance of 30.20 feet;
176. S 54° 58' 57" E a distance of 28.04 feet;
177. S 58° 52' 53" E a distance of 25.03 feet;
178. S 62° 37' 03" E a distance of 29.46 feet;
179. S 68° 24' 20" E a distance of 27.25 feet;
180. S 67° 48' 40" E a distance of 31.55 feet;
181. S 69° 00' 03" E a distance of 30.04 feet;
182. S 69° 23' 51" E a distance of 31.51 feet;
183. S 69° 16' 06" E a distance of 30.58 feet;
184. S 69° 40' 34" E a distance of 29.60 feet;
185. S 70° 53' 21" E a distance of 28.11 feet;
186. S 73° 08' 35" E a distance of 28.55 feet;
187. S 76° 41' 49" E a distance of 29.15 feet;
188. S 81° 25' 50" E a distance of 28.60 feet;
189. S 85° 47' 52" E a distance of 28.17 feet;
190. S 85° 57' 08" E a distance of 28.99 feet;
191. S 85° 10' 50" E a distance of 29.44 feet;
192. S 84° 02' 37" E a distance of 25.81 feet;
193. S 82° 55' 20" E a distance of 27.68 feet;
194. S 83° 57' 02" E a distance of 32.67 feet;
195. S 85° 25' 50" E a distance of 33.32 feet;
196. S 87° 06' 51" E a distance of 30.91 feet;

197. N 89° 52' 43" E a distance of 27.50 feet;
198. S 85° 37' 54" E a distance of 30.90 feet;
199. S 75° 08' 14" E a distance of 35.56 feet;
200. S 53° 47' 50" E a distance of 29.23 feet;
201. S 38° 37' 56" E a distance of 34.32 feet;
202. S 18° 09' 05" E a distance of 33.14 feet;
203. S 07° 44' 55" E a distance of 32.64 feet;
204. S 04° 13' 02" E a distance of 31.99 feet;
205. S 00° 41' 58" W a distance of 31.57 feet;
206. S 01° 13' 29" W a distance of 32.44 feet;
207. S 00° 03' 20" E a distance of 32.16 feet;
208. S 02° 47' 46" W a distance of 28.30 feet;
209. S 06° 12' 17" W a distance of 38.26 feet;
210. S 16° 17' 42" W a distance of 37.16 feet;
211. S 24° 29' 21" W a distance of 29.34 feet;
212. S 28° 41' 22" W a distance of 45.06 feet;
213. S 34° 24' 43" W a distance of 30.28 feet;
214. S 40° 01' 56" W a distance of 30.05 feet;
215. S 43° 22' 45" W a distance of 38.41 feet;
216. S 41° 40' 02" W a distance of 34.91 feet;
217. S 37° 13' 45" W a distance of 32.47 feet;
218. S 31° 34' 31" W a distance of 32.66 feet;
219. S 26° 02' 44" W a distance of 35.71 feet;
220. S 24° 24' 12" W a distance of 32.11 feet;
221. S 20° 02' 45" W a distance of 28.30 feet;
222. S 19° 00' 54" W a distance of 35.03 feet;
223. S 15° 53' 59" W a distance of 32.80 feet;
224. S 13° 56' 52" W a distance of 28.35 feet;

- 225. S 13° 41' 03" W a distance of 27.80 feet;
- 226. S 14° 06' 12" W a distance of 47.10 feet;
- 227. S 11° 45' 46" W a distance of 29.86 feet;
- 228. S 13° 18' 52" W a distance of 15.92 feet;
- 229. S 10° 22' 47" W a distance of 30.16 feet;
- 230. S 09° 29' 42" W a distance of 30.12 feet;
- 231. S 11° 50' 43" W a distance of 31.40 feet;
- 232. S 11° 03' 12" W a distance of 31.62 feet;
- 233. S 10° 04' 56" W a distance of 25.34 feet;
- 234. S 11° 08' 36" W a distance of 19.58 feet;
- 235. S 33° 47' 37" E a distance of 7.58 feet;
- 236. S 32° 05' 32" E a distance of 27.59 feet;
- 237. S 44° 08' 01" E a distance of 29.13 feet;
- 238. S 52° 04' 36" E a distance of 27.04 feet;
- 239. S 54° 37' 49" E a distance of 25.73 feet;
- 240. S 54° 46' 58" E a distance of 26.38 feet;
- 241. S 58° 03' 45" E a distance of 30.82 feet;
- 242. S 59° 18' 04" E a distance of 25.17 feet;
- 243. S 63° 19' 05" E a distance of 29.27 feet;
- 244. S 60° 16' 48" E a distance of 30.28 feet;
- 245. S 61° 39' 09" E a distance of 33.01 feet;
- 246. S 61° 28' 38" E a distance of 33.37 feet;
- 247. S 55° 46' 17" E a distance of 29.95 feet;
- 248. S 56° 17' 05" E a distance of 38.86 feet;
- 249. S 51° 45' 51" E a distance of 57.67 feet;
- 250. S 48° 44' 08" E a distance of 91.48 feet;
- 251. S 45° 53' 24" E a distance of 48.20 feet;
- 252. S 43° 37' 26" E a distance of 41.87 feet;

- 253. S 45° 38' 04" E a distance of 24.91 feet;
- 254. S 49° 36' 04" E a distance of 29.00 feet;
- 255. S 53° 53' 44" E a distance of 30.11 feet;
- 256. S 58° 27' 45" E a distance of 15.49 feet to the point of intersection with the south line of the SE ¼ of said Section 18;

thence N 89° 44' 17" W along said south line of said SE ¼ of said Section 18 a distance of 39.68 feet to the point of intersection with the westerly and southerly edge of said Lake Gulch Road;

thence along said westerly and southerly edge of said Lake Gulch Road the following 259 courses:

- 1. N 53° 53' 44" W a distance of 14.21 feet;
- 2. N 49° 36' 04" W a distance of 30.59 feet;
- 3. N 45° 38' 04" W a distance of 26.06 feet;
- 4. N 43° 37' 26" W a distance of 41.82 feet;
- 5. N 45° 53' 24" W a distance of 47.21 feet;
- 6. N 48° 44' 08" W a distance of 90.36 feet;
- 7. N 51° 45' 51" W a distance of 56.22 feet;
- 8. N 56° 17' 05" W a distance of 38.09 feet;
- 9. N 55° 46' 17" W a distance of 28.96 feet;
- 10. N 61° 28' 38" W a distance of 32.24 feet;
- 11. N 61° 39' 09" W a distance of 33.24 feet;
- 12. N 60° 16' 48" W a distance of 29.96 feet;
- 13. N 63° 19' 05" W a distance of 29.46 feet;
- 14. N 59° 18' 04" W a distance of 26.18 feet;
- 15. N 58° 03' 45" W a distance of 31.69 feet;
- 16. N 54° 46' 58" W a distance of 27.04 feet;
- 17. N 54° 37' 49" W a distance of 26.25 feet;
- 18. N 52° 04' 36" W a distance of 29.05 feet;
- 19. N 44° 08' 01" W a distance of 32.98 feet;
- 20. N 32° 05' 32" W a distance of 29.58 feet;

21. N 33° 47' 37" W a distance of 16.35 feet;
22. N 11° 08' 36" E a distance of 28.47 feet;
23. N 10° 04' 56" E a distance of 25.32 feet;
24. N 11° 03' 12" E a distance of 31.96 feet;
25. N 11° 50' 43" E a distance of 31.10 feet;
26. N 09° 29' 42" E a distance of 29.84 feet;
27. N 10° 22' 47" E a distance of 30.89 feet;
28. N 13° 18' 52" E a distance of 16.19 feet;
29. N 11° 45' 46" E a distance of 30.01 feet;
30. N 14° 06' 12" E a distance of 47.47 feet;
31. N 13° 41' 03" E a distance of 27.77 feet;
32. N 13° 56' 52" E a distance of 28.78 feet;
33. N 15° 53' 59" E a distance of 33.77 feet;
34. N 19° 00' 54" E a distance of 35.82 feet;
35. N 20° 02' 45" E a distance of 29.34 feet;
36. N 24° 24' 12" E a distance of 33.26 feet;
37. N 26° 02' 44" E a distance of 37.09 feet;
38. N 31° 34' 31" E a distance of 34.81 feet;
39. N 37° 13' 45" E a distance of 34.41 feet;
40. N 41° 40' 02" E a distance of 36.10 feet;
41. N 43° 22' 45" E a distance of 38.09 feet;
42. N 40° 01' 56" E a distance of 28.32 feet;
43. N 34° 24' 43" E a distance of 28.10 feet;
44. N 28° 41' 22" E a distance of 43.15 feet;
45. N 24° 29' 21" E a distance of 26.96 feet;
46. N 16° 17' 42" E a distance of 33.64 feet;
47. N 06° 12' 17" E a distance of 35.66 feet;
48. N 02° 47' 46" E a distance of 27.09 feet;

49. N 00° 03' 20" W a distance of 31.86 feet;
50. N 01° 13' 29" E a distance of 32.59 feet;
51. N 00° 41' 58" E a distance of 30.52 feet;
52. N 04° 13' 02" W a distance of 30.37 feet;
53. N 07° 44' 55" W a distance of 29.96 feet;
54. N 18° 09' 05" W a distance of 27.17 feet;
55. N 38° 37' 56" W a distance of 27.41 feet;
56. N 53° 47' 50" W a distance of 22.16 feet;
57. N 75° 08' 14" W a distance of 29.40 feet;
58. N 85° 37' 54" W a distance of 28.02 feet;
59. S 89° 52' 43" W a distance of 27.21 feet;
60. N 87° 06' 51" W a distance of 31.81 feet;
61. N 85° 25' 50" W a distance of 33.93 feet;
62. N 83° 57' 02" W a distance of 33.15 feet;
63. N 82° 55' 20" W a distance of 27.67 feet;
64. N 84° 02' 37" W a distance of 25.38 feet;
65. N 85° 10' 50" W a distance of 29.07 feet;
66. N 85° 57' 08" W a distance of 28.87 feet;
67. N 85° 47' 52" W a distance of 29.04 feet;
68. N 81° 25' 50" W a distance of 30.35 feet;
69. N 76° 41' 49" W a distance of 30.74 feet;
70. N 73° 08' 35" W a distance of 29.67 feet;
71. N 70° 53' 21" W a distance of 28.78 feet;
72. N 69° 40' 34" W a distance of 29.91 feet;
73. N 69° 16' 06" W a distance of 30.63 feet;
74. N 69° 23' 51" W a distance of 31.56 feet;
75. N 69° 00' 03" W a distance of 30.35 feet;
76. N 67° 48' 40" W a distance of 31.66 feet;

77. N 68° 24' 20" W a distance of 28.25 feet;
78. N 62° 37' 03" W a distance of 31.29 feet;
79. N 58° 52' 53" W a distance of 26.50 feet;
80. N 54° 58' 57" W a distance of 28.22 feet;
81. N 57° 56' 49" W a distance of 28.94 feet;
82. N 61° 34' 17" W a distance of 31.12 feet;
83. N 66° 40' 06" W a distance of 26.08 feet;
84. N 66° 41' 03" W a distance of 26.69 feet;
85. N 62° 17' 04" W a distance of 33.06 feet;
86. N 56° 10' 53" W a distance of 33.17 feet;
87. N 51° 44' 53" W a distance of 29.94 feet;
88. N 48° 55' 48" W a distance of 30.51 feet;
89. N 48° 28' 12" W a distance of 27.58 feet;
90. N 50° 23' 24" W a distance of 25.21 feet;
91. N 53° 50' 43" W a distance of 24.95 feet;
92. N 53° 43' 00" W a distance of 34.13 feet;
93. N 52° 37' 45" W a distance of 28.67 feet;
94. N 51° 12' 12" W a distance of 31.14 feet;
95. N 49° 32' 52" W a distance of 31.07 feet;
96. N 48° 21' 34" W a distance of 29.28 feet;
97. N 47° 37' 34" W a distance of 28.86 feet;
98. N 45° 09' 35" W a distance of 28.28 feet;
99. N 43° 31' 15" W a distance of 28.69 feet;
100. N 42° 12' 45" W a distance of 28.59 feet;
101. N 38° 01' 46" W a distance of 27.43 feet;
102. N 34° 08' 31" W a distance of 30.52 feet;
103. N 37° 44' 53" W a distance of 27.18 feet;
104. N 42° 43' 23" W a distance of 29.05 feet;

105. N 43° 58' 04" W a distance of 27.46 feet;
106. N 45° 20' 47" W a distance of 26.75 feet;
107. N 49° 06' 25" W a distance of 25.35 feet;
108. N 51° 35' 16" W a distance of 23.97 feet;
109. N 59° 58' 24" W a distance of 27.27 feet;
110. N 61° 25' 24" W a distance of 33.19 feet;
111. N 61° 44' 13" W a distance of 33.99 feet;
112. N 59° 21' 59" W a distance of 28.78 feet;
113. N 49° 29' 24" W a distance of 30.84 feet;
114. N 37° 52' 45" W a distance of 34.89 feet;
115. N 30° 56' 40" W a distance of 26.10 feet;
116. N 29° 24' 22" W a distance of 26.77 feet;
117. N 33° 48' 48" W a distance of 25.62 feet;
118. N 38° 52' 14" W a distance of 35.74 feet;
119. N 46° 02' 34" W a distance of 24.23 feet;
120. N 47° 57' 34" W a distance of 34.89 feet;
121. N 47° 25' 27" W a distance of 31.87 feet;
122. N 43° 51' 36" W a distance of 32.77 feet;
123. N 39° 40' 26" W a distance of 30.55 feet;
124. N 41° 30' 58" W a distance of 32.25 feet;
125. N 41° 29' 04" W a distance of 32.24 feet;
126. N 41° 52' 51" W a distance of 35.49 feet;
127. N 42° 17' 50" W a distance of 25.12 feet;
128. N 44° 56' 55" W a distance of 25.56 feet;
129. N 47° 16' 09" W a distance of 32.68 feet;
130. N 44° 25' 34" W a distance of 32.24 feet;
131. N 45° 18' 29" W a distance of 32.15 feet;
132. N 45° 05' 49" W a distance of 33.03 feet;

133. N 45° 20' 14" W a distance of 34.45 feet;
134. N 46° 33' 23" W a distance of 33.75 feet;
135. N 47° 24' 34" W a distance of 33.36 feet;
136. N 46° 05' 49" W a distance of 32.17 feet;
137. N 46° 14' 32" W a distance of 33.26 feet;
138. N 47° 33' 12" W a distance of 33.92 feet;
139. N 52° 10' 05" W a distance of 32.26 feet;
140. N 56° 45' 33" W a distance of 30.70 feet;
141. N 62° 36' 41" W a distance of 29.38 feet;
142. N 66° 27' 41" W a distance of 30.28 feet;
143. N 64° 57' 54" W a distance of 31.64 feet;
144. N 66° 59' 32" W a distance of 31.51 feet;
145. N 64° 12' 09" W a distance of 31.24 feet;
146. N 60° 47' 03" W a distance of 33.06 feet;
147. N 58° 55' 55" W a distance of 32.37 feet;
148. N 58° 32' 09" W a distance of 30.86 feet;
149. N 57° 47' 48" W a distance of 29.66 feet;
150. N 57° 52' 07" W a distance of 29.67 feet;
151. N 57° 16' 49" W a distance of 30.31 feet;
152. N 58° 36' 20" W a distance of 28.84 feet;
153. N 58° 48' 15" W a distance of 27.42 feet;
154. N 57° 04' 54" W a distance of 27.06 feet;
155. N 54° 32' 13" W a distance of 33.27 feet;
156. N 54° 36' 48" W a distance of 27.44 feet;
157. N 53° 32' 16" W a distance of 27.45 feet;
158. N 51° 16' 35" W a distance of 28.72 feet;
159. N 51° 09' 16" W a distance of 29.69 feet;
160. N 52° 05' 43" W a distance of 32.27 feet;

161. N 50° 32' 17" W a distance of 30.76 feet;
162. N 48° 45' 27" W a distance of 32.27 feet;
163. N 48° 19' 15" W a distance of 30.25 feet;
164. N 44° 59' 11" W a distance of 33.97 feet;
165. N 38° 27' 56" W a distance of 36.03 feet;
166. N 34° 37' 33" W a distance of 34.03 feet;
167. N 32° 21' 41" W a distance of 29.64 feet;
168. N 30° 53' 34" W a distance of 34.55 feet;
169. N 29° 02' 31" W a distance of 38.14 feet;
170. N 28° 29' 34" W a distance of 25.20 feet;
171. N 28° 12' 54" W a distance of 26.03 feet;
172. N 28° 15' 54" W a distance of 26.41 feet;
173. N 28° 33' 24" W a distance of 34.93 feet;
174. N 29° 21' 33" W a distance of 35.27 feet;
175. N 31° 20' 23" W a distance of 34.15 feet;
176. N 37° 01' 46" W a distance of 30.56 feet;
177. N 47° 36' 27" W a distance of 27.50 feet;
178. N 55° 33' 38" W a distance of 30.91 feet;
179. N 61° 36' 30" W a distance of 25.13 feet;
180. N 63° 34' 32" W a distance of 26.32 feet;
181. N 64° 31' 22" W a distance of 25.12 feet;
182. N 67° 22' 05" W a distance of 26.00 feet;
183. N 69° 56' 57" W a distance of 31.66 feet;
184. N 71° 44' 22" W a distance of 26.36 feet;
185. N 73° 18' 40" W a distance of 30.03 feet;
186. N 77° 37' 44" W a distance of 25.62 feet;
187. N 82° 16' 38" W a distance of 26.04 feet;
188. N 88° 32' 40" W a distance of 28.15 feet;

189. S 89° 07' 00" W a distance of 25.28 feet;
190. S 87° 57' 44" W a distance of 28.75 feet;
191. S 89° 11' 41" W a distance of 28.08 feet;
192. S 89° 11' 13" W a distance of 25.02 feet;
193. N 89° 16' 33" W a distance of 25.73 feet;
194. N 89° 47' 40" W a distance of 29.71 feet;
195. S 89° 45' 47" W a distance of 26.33 feet;
196. S 87° 30' 36" W a distance of 24.87 feet;
197. S 85° 59' 16" W a distance of 28.91 feet;
198. S 82° 42' 42" W a distance of 25.77 feet;
199. S 81° 04' 54" W a distance of 30.14 feet;
200. S 79° 51' 30" W a distance of 29.85 feet;
201. S 79° 21' 17" W a distance of 32.22 feet;
202. S 77° 56' 07" W a distance of 54.21 feet;
203. S 75° 45' 56" W a distance of 33.26 feet;
204. S 75° 55' 53" W a distance of 33.03 feet;
205. S 76° 19' 36" W a distance of 34.26 feet;
206. S 76° 11' 24" W a distance of 34.55 feet;
207. S 77° 18' 33" W a distance of 35.14 feet;
208. S 77° 38' 35" W a distance of 34.96 feet;
209. S 78° 11' 27" W a distance of 5.81 feet;
210. S 79° 17' 59" W a distance of 28.84 feet;
211. S 76° 41' 51" W a distance of 24.88 feet;
212. S 78° 32' 38" W a distance of 27.26 feet;
213. S 78° 51' 11" W a distance of 28.33 feet;
214. S 77° 13' 39" W a distance of 28.92 feet;
215. S 75° 42' 50" W a distance of 28.46 feet;
216. S 74° 45' 31" W a distance of 27.02 feet;

- 217. S 71° 51' 48" W a distance of 26.69 feet;
- 218. S 68° 41' 24" W a distance of 27.19 feet;
- 219. S 72° 28' 10" W a distance of 26.92 feet;
- 220. S 72° 23' 23" W a distance of 26.00 feet;
- 221. S 70° 17' 29" W a distance of 27.18 feet;
- 222. S 68° 11' 21" W a distance of 28.17 feet;
- 223. S 68° 11' 55" W a distance of 28.31 feet;
- 224. S 68° 02' 26" W a distance of 28.95 feet;
- 225. S 69° 29' 32" W a distance of 29.75 feet;
- 226. S 71° 02' 53" W a distance of 29.23 feet;
- 227. S 73° 10' 29" W a distance of 27.76 feet;
- 228. S 74° 45' 56" W a distance of 27.07 feet;
- 229. S 76° 30' 21" W a distance of 27.01 feet;
- 230. S 77° 53' 04" W a distance of 25.96 feet;
- 231. S 80° 36' 50" W a distance of 37.64 feet;
- 232. S 81° 54' 30" W a distance of 26.00 feet;
- 233. S 83° 11' 19" W a distance of 25.74 feet;
- 234. S 82° 00' 47" W a distance of 25.30 feet;
- 235. S 80° 13' 10" W a distance of 25.35 feet;
- 236. S 80° 28' 29" W a distance of 25.95 feet;
- 237. S 79° 54' 14" W a distance of 25.97 feet;
- 238. S 78° 39' 54" W a distance of 37.31 feet;
- 239. S 78° 10' 02" W a distance of 25.19 feet;
- 240. S 77° 08' 36" W a distance of 25.31 feet;
- 241. S 76° 54' 40" W a distance of 25.95 feet;
- 242. S 78° 58' 54" W a distance of 27.66 feet;
- 243. S 82° 03' 23" W a distance of 28.99 feet;
- 244. S 84° 07' 35" W a distance of 29.37 feet;

245. S 84° 48' 46" W a distance of 29.34 feet;
246. S 85° 29' 19" W a distance of 28.10 feet;
247. S 87° 31' 19" W a distance of 26.80 feet;
248. S 88° 16' 44" W a distance of 37.12 feet;
249. N 89° 43' 04" W a distance of 35.66 feet;
250. N 88° 22' 02" W a distance of 37.23 feet;
251. N 88° 22' 11" W a distance of 25.20 feet;
252. N 88° 24' 09" W a distance of 34.65 feet;
253. N 88° 23' 53" W a distance of 29.41 feet;
254. N 87° 13' 04" W a distance of 30.21 feet;
255. N 86° 21' 19" W a distance of 31.47 feet;
256. N 85° 28' 26" W a distance of 32.34 feet;
257. N 84° 42' 28" W a distance of 33.73 feet;
258. N 85° 15' 25" W a distance of 35.41 feet;
259. N 84° 44' 44" W a distance of 11.88 feet to the point of intersection with the east line of said NE ¼ of said Section 13;
thence N 00° 14' 12" E along said east line of said NE ¼ of said Section 13 a distance of 22.08 feet to the Point of Beginning containing 8.03 acres more or less.

Lake Gulch Whiskey Resort Annexation No.4

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 77° 17' 58" E a distance of 5,336.50 feet to a point on the easterly edge of Lake Gulch Road, being the Point of Beginning.

Thence S 88° 20' 50" E along the City of Black Hawk Boundary a distance of 663.62 feet to the S 1/16th corner of Sections 17 and 18;

thence S 00° 00' 33" W along the east line of the SE ¼ of said Section 18 a distance of 1312.03 feet to the SE corner of said Section 18;

thence N 89° 44' 17" W along the south line of the SE ¼ of said Section 18 a distance of 387.79 feet to a point on the easterly edge of Lake Gulch Road, County Road 6;

thence along said easterly edge of said Lake Gulch Road the following 32 courses:

1. N 58° 27' 45" W a distance of 15.49 feet;
2. N 53° 53' 44" W a distance of 30.11 feet;
3. N 49° 36' 04" W a distance of 29.00 feet;
4. N 45° 38' 04" W a distance of 24.91 feet;
5. N 43° 37' 26" W a distance of 41.87 feet;
6. N 45° 53' 24" W a distance of 48.20 feet;
7. N 48° 44' 08" W a distance of 91.48 feet;
8. N 51° 45' 51" W a distance of 57.67 feet;
9. N 56° 17' 05" W a distance of 38.86 feet;
10. N 55° 46' 17" W a distance of 29.95 feet;
11. N 61° 28' 38" W a distance of 33.37 feet;
12. N 61° 39' 09" W a distance of 33.01 feet;
13. N 60° 16' 48" W a distance of 30.28 feet;
14. N 63° 19' 05" W a distance of 29.27 feet;
15. N 59° 18' 04" W a distance of 25.17 feet;
16. N 58° 03' 45" W a distance of 30.82 feet;
17. N 54° 46' 58" W a distance of 26.38 feet;
18. N 54° 37' 49" W a distance of 25.73 feet;
19. N 52° 04' 36" W a distance of 27.04 feet;
20. N 44° 08' 01" W a distance of 29.13 feet;
21. N 32° 05' 32" W a distance of 27.59 feet;
22. N 33° 47' 37" W a distance of 7.58 feet;
23. N 11° 08' 36" E a distance of 19.58 feet;
24. N 10° 04' 56" E a distance of 25.34 feet;

25. N 11° 03' 12" E a distance of 31.62 feet;
 26. N 11° 50' 43" E a distance of 31.40 feet;
 27. N 09° 29' 42" E a distance of 30.12 feet;
 28. N 10° 22' 47" E a distance of 30.16 feet;
 29. N 13° 18' 52" E a distance of 15.92 feet;
 30. N 11° 45' 46" E a distance of 29.86 feet;
 31. N 14° 06' 12" E a distance of 47.10 feet;
 32. N 13° 41' 03" E a distance of 24.47 feet to the point of intersection with line 2-3 of the Rickard Lode, US Mineral Survey No. 16283;
- thence N 67° 02' 38" E along said line 2-3 of said Rickard Lode a distance of 945.51 feet to corner No. 3 of said Rickard Lode;
- thence N 23° 02' 09" W along line 3-4 of said Rickard Lode a distance of 150.08 feet to corner No. 4 of said Rickard Lode;
- thence S 67° 01' 09" W along line 4-1 of said Rickard Lode a distance of 153.49 feet to the point of intersection with line 3-4 of the Olivia Lode, US Mineral Survey No. 13916;
- thence S 29° 39' 14" E along said line 3-4 a distance of 131.02 feet to corner No. 4 of said Olivia Lode;
- thence S 60° 16' 49" W along line 4-1 of said Olivia Lode a distance of 150.24 feet to corner No. 1 of said Olivia Lode;
- thence N 29° 41' 13" W along line 1-2 of said Olivia Lode a distance of 148.78 to the point of intersection with said line 4-1 of said Rickard Lode;
- thence S 67° 01' 09" W along said line 4-1 of said Rickard Lode a distance of 497.85 feet to the point of intersection with the easterly line of said Lake Gulch Road;
- thence along said easterly edge of said Lake Gulch Road the following 14 courses:
1. N 31° 34' 31" E a distance of 20.73 feet;
 2. N 37° 13' 45" E a distance of 32.47 feet;
 3. N 41° 40' 02" E a distance of 34.91 feet;
 4. N 43° 22' 45" E a distance of 38.41 feet;
 5. N 40° 01' 56" E a distance of 30.05 feet;
 6. N 34° 24' 43" E a distance of 30.28 feet;
 7. N 28° 41' 22" E a distance of 45.06 feet;

8. N 24° 29' 21" E a distance of 29.34 feet;
9. N 16° 17' 42" E a distance of 37.16 feet;
10. N 06° 12' 17" E a distance of 38.26 feet;
11. N 02° 47' 46" E a distance of 28.30 feet;
12. N 00° 03' 20" W a distance of 32.16 feet;
13. N 01° 13' 29" E a distance of 32.44 feet;
14. N 00° 41' 58" E a distance of 31.57 feet to the Point of Beginning, containing 20.72 acres more or less.

Lake Gulch Whiskey Resort Annexation No.5

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 37° 49' 49" E a distance of 1,154.79 feet to the intersection of line 3-4 of the Annex Lode, US Mineral Survey No. 7799 with the easterly and northerly edge of Lake Gulch Road, County Road 6 being the Point of Beginning.

Thence N 61° 53' 31" E along said line 3-4 of said Annex Lode a distance of 1064.95 feet to the point of intersection with the east-west centerline of the NW ¼ of said Section 18 and the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said east-west centerline of said NW ¼ and City of Black Hawk Patented Boundary a distance of 227.43 feet to the point of intersection with line 1-4 of the St. Anthony Lode, US Mineral Survey No. 19174;

thence S 39° 30' 42" W along said line 1-4 of said St. Anthony Lode a distance of 328.85 feet to the point of intersection with said easterly and northerly edge of Lake Gulch Road;

thence along said easterly and northerly edge of Lake Gulch Road the following 8 courses:

1. S 79° 21' 17" W a distance of 10.12 feet;
2. S 77° 56' 07" W a distance of 54.90 feet;
3. S 75° 45' 56" W a distance of 33.64 feet;
4. S 75° 55' 53" W a distance of 32.92 feet;

5. S 76° 19' 36" W a distance of 34.21 feet;
6. S 76° 11' 24" W a distance of 34.36 feet;
7. S 77° 18' 33" W a distance of 34.86 feet;
8. S 77° 38' 35" W a distance of 27.75 feet to the point of intersection with line 1-2 of the Elizabeth Lode, US Mineral Survey No. 15894;

thence N 39° 23' 46" E along said line 1-2 of said Elizabeth Lode a distance of 249.88 feet to the point of intersection with line 3-2 of the Black Diamond Lode, US Mineral Survey No. 17634;

thence S 63° 58' 12" W along said line 3-2 of said Black Diamond Lode a distance of 827.46 feet to the point of intersection with said easterly and northerly edge of said Lake Gulch Road;

thence along said easterly and northerly edge of said Lake Gulch Road the following 5 courses:

1. S 80° 36' 50" W a distance of 18.54 feet;
2. S 81° 54' 30" W a distance of 25.51 feet;
3. S 83° 11' 19" W a distance of 25.72 feet;
4. S 82° 00' 47" W a distance of 25.87 feet;
5. S 80° 13' 10" W a distance of 22.34 feet to the Point of Beginning containing 2.58 acres more or less.

Lake Gulch Whiskey Resort Annexation No.6

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 20° 56' 43" E a distance of 997.85 feet to the point of intersection of line 3-4 of the Dale Lode, US Mineral Survey No. 13338 with line 2-1 of the Notaway Extension Lode, US Mineral Survey No. 9722 being the Point of Beginning.

thence N 24° 10' 55" E along said line 2-1 of said Notaway Extension Lode a distance of 105.93 feet to the point of intersection with line 1-5 of the Gulch Lode, US Mineral Survey No. 12784;

thence N 36° 25' 58" E along said line 1-5 of said Gulch Lode a distance of 382.53 feet to corner No. 5 of said Gulch Lode;

thence N 52° 39' 02" W along line 5-4 of said Gulch Lode a distance of 83.36 feet to the point of intersection with said Line 2-1 of said Notaway Extension Lode;

thence N 24° 10' 55" E along said Line 2-1 of said Notaway Extension Lode a distance of 36.99 feet to the point of intersection with the east-west centerline of the NW ¼ of said Section 18 and the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said east-west centerline and City of Black Hawk Patented Boundary a distance of 756.52 feet to the point of intersection with line 1-2 of the Annex Lode, US Mineral Survey No. 7799;

thence S 61° 53' 31" W along said line 1-2 of said Annex Lode a distance of 776.77 feet to the point of intersection with line 7-6 of said Dale Lode, US Mineral Survey No. 13338;

thence N 39° 23' 00" E along said line 7-6 of said Dale Lode a distance of 409.81 feet to corner No. 6 of said Dale Lode;

thence N 50° 28' 19" W along line 6-5 of said Dale Lode a distance of 74.00 feet to corner No. 5 of said Dale Lode;

thence N 89° 24' 17" W along line 5-4 of said Dale Lode a distance of 97.24 feet to corner No. 4 of said Dale Lode;

thence S 39° 23' 43" W along line 4-3 of said Dale Lode a distance of 624.77 feet to the Point of Beginning containing 2.35 acres more or less.

Lake Gulch Whiskey Resort Annexation No.7

A parcel of land located in Sections 17 and 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 77° 17' 58" E a distance of 5,336.50 feet to a point on the easterly edge of Lake Gulch Road;

thence S 88° 20' 50" E along the City of Black Hawk Boundary a distance of 663.62 feet to the S 1/16th corner of Sections 17 and 18 being the Point of Beginning.

Thence N 27° 33' 11" W along the City of Black Hawk Boundary a distance of 938.48 feet to corner No. 4 of the Little Mattie Lode, US Mineral Survey No. 970;

thence N 44° 29' 09" E along line 4-3 of said Little Mattie Lode a distance of 1500.03 feet to corner No. 3 of said Little Mattie Lode;

thence N 42° 07' 27" E along the City of Black Hawk Boundary a distance of 980.96 feet to the north-south centerline of the NW ¼ of said Section 17;

thence S 01° 03' 00" E along said north-south centerline of said NW ¼ of said Section 17 a distance of 1273.98 feet to the W 1/16th corner on the east-west centerline of said NW ¼ of Section 17;

thence S 00° 21' 55" E along said north-south centerline of said NW ¼ of said Section 17 a distance of 111.85 feet to the point of intersection with line 1-2 of the Mascot Lode, US Mineral Survey No. 845;

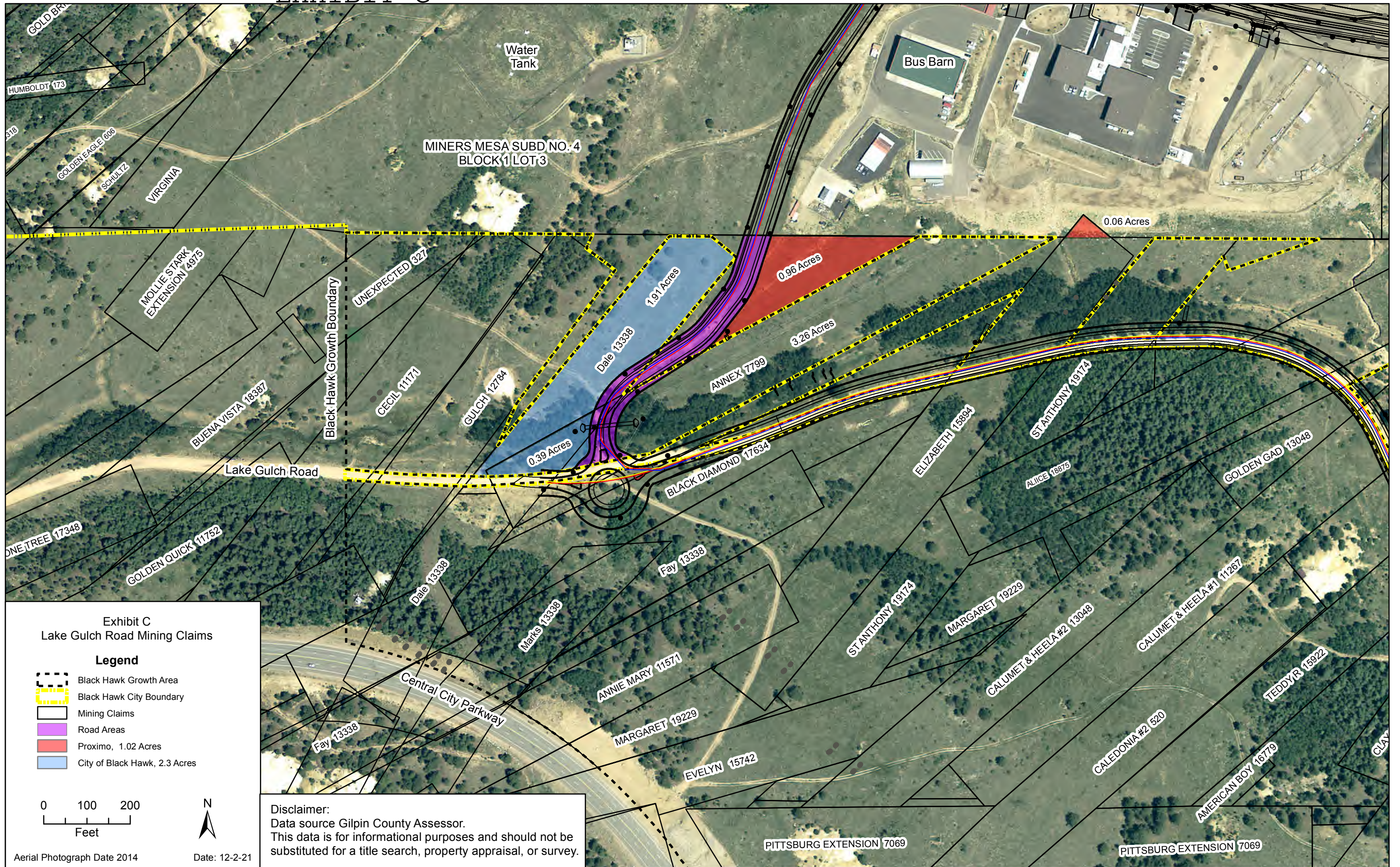
thence S 55° 22' 15" W along said line 1-2 of said Mascot Lode a distance of 100.62 feet to corner No. 2 of said Mascot Lode;

thence S 34° 54' 36" E along line 2-3 of said Mascot Lode a distance of 146.65 feet to the point of intersection with the north-south centerline of the SW ¼ of said Section 17;

thence S 00° 21' 55" E along said north-south centerline of said SW ¼ of said Section 17 a distance of 1034.62 feet to the SW 1/16th corner of said Section 17;

thence S 88° 35' 30" W along the east-west centerline of the SW ¼ of said Section 17 a distance of 1307.15 feet to the S 1/16th corner of Sections 17 and 18, the Point of Beginning containing 63.62 acres more or less.

EXHIBIT C



**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

Resolution No. 86-2021

**TITLE: A RESOLUTION MAKING CERTAIN FINDINGS OF FACT
REGARDING THE PROPOSED ANNEXATION OF A
PARCEL OF LAND TO THE CITY OF BLACK HAWK,
COLORADO, KNOWN AS THE LAKE GULCH WHISKEY
RESORT ANNEXATION**

WHEREAS, a Petition in Annexation was filed with the City Clerk on September 21, 2021, requesting the annexation of certain unincorporated territory located in the County of Gilpin, State of Colorado, otherwise known as the Lake Gulch Whiskey Resort Annexation No. 13, and described in the attached **Exhibit A**;

WHEREAS, said Petition in Annexation was forwarded by the City Clerk to the City Council;

WHEREAS, the City Council of the City of Black Hawk, Colorado, by resolution passed on October 13, 2021, found substantial compliance of said Petition with C.R.S. § 31-12-107(1);

WHEREAS, the City Council of the City of Black Hawk, Colorado, conducted a public hearing on December 8, 2021, as required by law to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 to establish eligibility for annexation of that property described in Exhibit A;

WHEREAS, public notice of such public hearing was published once a week for four (4) consecutive weeks and notice by registered mail was given to the Clerk of the Board of County Commissioners, the County Attorney, the school district and to any special district having territory in the area to be annexed as required by law;

WHEREAS, the public hearing on said annexation Petitions was conducted in accordance with the requirements of the law; and

WHEREAS, pursuant to C.R.S. § 31-12-110, the City Council, sitting as the governing body of the City of Black Hawk, Colorado, is required to set forth its findings of fact and its conclusion as to the eligibility for annexation to the City of Black Hawk of the property described in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. With regard to the annexation of the territory described in **Exhibit A**, attached hereto and incorporated herein, the applicable provisions of C.R.S. § 31-12-104 have been met in that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the City; and therefore, because of such contiguity, a community of interest exists between the territory proposed to be annexed and the City; the territory proposed to be annexed is urban or will be urbanized in the near future, and the territory proposed to be annexed is integrated or is capable of being integrated with the City.

Section 2. The applicable provisions of C.R.S. § 32-12-105 have been met in that no land held in identical ownership has been divided or included without written consent of the owner thereof; that no annexation proceedings have been commenced by another municipality; that the annexation will not result in the detachment of area from a school district; that the annexation will not result in the extension of a municipal boundary more than three (3) miles; that the City has in place a plan for said three-mile area; and that in establishing the boundaries of the area to be annexed the entire width of any street or alley is included within the area annexed.

Section 3. An annexation election is not required under C.R.S. § 31-12-107(2) and that no additional terms or conditions are to be imposed upon the area to be annexed other than as contained in the Annexation Agreement, a copy of which is attached hereto and incorporated herein as **Exhibit B**.

Section 4. The Annexation Agreement between the City of Black Hawk and Proximo Distillers, LLC, is hereby approved and the Mayor and City Clerk are authorized and directed to execute the same.

Section 5. The property described in the attached Exhibit A is eligible for annexation to the City of Black Hawk and all requirements of law have been met for such annexation, including the requirements of C.R.S. §§ 31-12-104 and 31-12-105, as amended.

Section 6. An ordinance annexing to the City of Black Hawk that property described in the attached Exhibit A shall be considered by this City Council pursuant to C.R.S. § 31-12-111.

Section 7. Effective Date. This Resolution shall take effect upon adoption by the City Council. However, by operation of C.R.S. § 31-12-113(2), the annexation will not become effective until the City Clerk completes the filings required by statute.

RESOLVED AND PASSED this 8th day of December, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

EXHIBIT A

Lake Gulch Whiskey Resort Annexation No. 13

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S $87^{\circ}12'22''$ E a distance of 4,688.84 feet to corner No. 3 of the Washingtons Day Lode, US Mineral Survey No. 11885, being the Point of Beginning.

thence along said line 3-4 of the said Washingtons Day Lode S $45^{\circ}12'88''$ E a distance of 150.58 feet to corner No. 4 of said Washingtons Day Lode;

thence along line 4-1 of said Washingtons Day Lode S $39^{\circ}23'17''$ W a distance of 633.47 feet to the point of intersection with the northeasterly edge of Lake Gulch Road, County Road 6;

Thence along said northeasterly edge of Lake Gulch Road the following 7 courses:

1. N $66^{\circ}40'06''$ W a distance of 2.05 feet;
2. N $66^{\circ}41'03''$ W a distance of 25.85 feet;
3. N $62^{\circ}17'04''$ W a distance of 31.05 feet;
4. N $56^{\circ}10'53''$ W a distance of 31.14 feet;
5. N $51^{\circ}44'53''$ W a distance of 28.55 feet;
6. N $48^{\circ}55'48''$ W a distance of 29.88 feet;
7. N $48^{\circ}28'12''$ W a distance of 3.30 feet to the point of intersection with line 2-3 of said Washingtons Day Lode;

thence N $39^{\circ}23'18''$ E along said line 2-3 of said Washingtons Day lode a distance of 664.25 feet to the Point of Beginning, containing 2.25 acres more or less.

Exhibit B
Annexation Agreement

**COMBINED ANNEXATION AGREEMENT REGARDING THE SO-CALLED
"BULGE" PROPERTY AND FIRST AMENDMENT TO PREVIOUS ANNEXATION
AGREEMENT BETWEEN THE CITY AND PROXIMO DISTILLERS, LLC**

THIS COMBINED ANNEXATION AGREEMENT REGARDING THE SO-CALLED "BULGE" PROPERTY AND FIRST AMENDMENT TO PREVIOUS ANNEXATION AGREEMENT (collectively this "Agreement") is made and entered into as of the ____ day of _____, 2021 by and between PROXIMO DISTILLERS, LLC (hereinafter referred to as the "Property Owner"), and the CITY OF BLACK HAWK, a home rule municipal corporation of the State of Colorado (hereinafter referred to as the "City" and, collectively with the Property Owner, as the "Parties").

A. The Property Owner is the owner of certain real property (the "Property") situated in the County of Gilpin, State of Colorado, which Property is described in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. The Property Owner desires to have the Property annexed to the City.

C. In addition, the Parties have previously entered into that Annexation Agreement dated March 17, 2020 and recorded in the public records of Gilpin County on April 14, 2020 as Reception Number 165905 (the "Previous Annexation Agreement") regarding the property more particularly described in **Exhibit B**, attached hereto, and incorporated herein by this reference, by which the City annexed other property owned by the Property Owner, and the Parties desire to amend the provisions of the Previous Annexation Agreement only as more particularly described in Section 4.c. of this Agreement. All other provisions of this Agreement solely relate to the annexation of the Property.

D. The City wishes to annex the Property in a series of annexations, and zone the Property into the City, and shall consider the annexation petitions and zoning application for the Property upon the condition that this Agreement is approved by the City and is executed by the City and the Property Owner.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the City and the Property Owner hereby agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.

2. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by the Property Owner upon annexation and initial development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the City of Black Hawk Zoning Ordinance and Subdivision Regulations, as amended, any and all state statutes, and the City of Black Hawk Home Rule Charter and the ordinances of the City.

3. Definitions. As used in this Agreement, the following terms shall have the meanings indicated:

a. *Annexation Ordinance(s)*. An ordinance or ordinances of the City annexing the Property, or any portion thereof, to the City.

b. *Effective Date of Annexation*. As set forth in Section 5 hereof.

c. *Legal Challenge*. For purposes of this Agreement, either of the following will constitute a Legal Challenge: (i) any third party commences any legal proceeding, request for reconsideration pursuant to C.R.S. § 31-12-116, or other action that directly or indirectly challenges (A) this Agreement or (B) the annexation and/or initial zoning of the Property; or (ii) any third party submits a petition for a referendum or other challenge seeking to reverse or nullify any such ordinances or actions.

d. *Zoning Ordinance*. An ordinance or ordinances zoning the Property, or any portion thereof.

4. Zoning and Development.

a. Zoning. The Property Owner is entering into this Agreement and is undertaking the obligations imposed upon the Property Owner herein in reliance upon the City's adoption of certain ordinances annexing the Property into the City and the taking of the following additional actions more particularly described in Section 4.b. regarding the permitted development of the Property.

b. Permitted Development. All development of the Property shall be conducted in accordance with this Agreement, City ordinances and regulations, and applicable state and federal law and regulations. The Property Owner specifically agrees that the design, improvement, construction, development, and use of the Property shall be in conformance with, and that the Property Owner shall comply with, all City ordinances and resolutions, including, without limitation, ordinances and resolutions pertaining to annexation, subdivision, zoning, storm drainage, utilities, and flood control. The City shall allow and permit the development of the Property upon submission of proper application and payment of fees imposed by City ordinances and regulations. In the case of conflict between City ordinances and regulations and the terms of this Agreement, this Agreement shall control. Specifically, the Parties agree that all development of the Property shall be conducted in accordance with the Lake Gulch Whiskey Resort Planned Unit Development Amendment 1 (the "PUD Amendment 1"), approved by the City by ordinance concurrently with the approval of the annexation of the Property and this Agreement.

c. Application to Previous Annexation Agreement. The City and Property Owner specifically agree that the PUD Amendment 1 is and shall be the zoning applicable to the Previous Annexation Agreement, and the PUD Amendment 1 is and shall be deemed an amendment to the Previous Annexation Agreement.

5. Effective Date of Annexation. The annexation of the Property to the City shall become effective upon the filing of the Annexation Ordinance(s) and map(s) with the Clerk & Recorder of Gilpin County, Colorado, pursuant to C.R.S. § 31-12-113(2). The City shall make such filing upon the last to occur of the following, and not otherwise:

- a. Final approval of the Annexation Ordinance(s);
 - b. Final approval of the Zoning Ordinance; and
 - c. Expiration of the time for a Legal Challenge to the Annexation Ordinance(s) or the Zoning Ordinance.
6. City Fees.
- a. Administrative Fee. The Property Owner hereby agrees to pay the City the actual cost plus fifteen percent (15%) to defray the administrative and review expenses of the City, and for planning, engineering, surveying, and legal services rendered in connection with the review of the annexation of the Property, which costs shall be the City's reasonable and documented actual costs, not including any costs incurred before January 3, 2020, and which will be invoiced to the Property Owner on a monthly basis by the City Manager. In addition, the Property Owner shall reimburse the City for the actual cost of making corrections or additions to the official City Map, with a fee for recording such map, if necessary, and accompanying documents with the Clerk & Recorder of Gilpin County, Colorado.
 - b. Impact Fees/Cash in Lieu of Land Dedication. The City as an inducement to the annexation of the Property hereby waives the imposition of the City's Parking Impact Fee otherwise required by Article VI of Chapter 4 of the Black Hawk Municipal Code, and further waives the imposition of the Fire and Police Protection Impact Fee otherwise required by Article VII of Chapter 4 of the Black Hawk Municipal Code.
 - c. Enforcement; Amendment. The City may withhold any plat approval or withhold the issuance of any permits for construction or occupancy for failure to pay City fees as provided herein. All fees recited in this Agreement shall be subject to amendment by the City Council by ordinance so long as any amendment is City-wide and generally applicable. Any amendment to such fees shall be incorporated into this Agreement as if originally set forth herein.
7. Summary Exhibit Depicting Land Exchange. The Parties agree that **Exhibit C**, attached hereto and incorporated herein by this reference, depicts the land exchange more particularly described in Section 8.
8. Land Exchange. The City and the Property Owner completed a property exchange whereby the City granted to the Property Owner a portion of the Dale Lode and a portion of the Annex Lode, and the Property Owner granted to the City a portion of Government Lot 122 and a portion of the Elizabeth Lode. This property exchange is in lieu of and satisfies any open space dedication requirement which the City could otherwise have made a condition of annexation or subdivision of the Property.
9. Dedication of Property for Miners Road and Lake Gulch Road. In addition to the obligations set forth in the Previous Annexation Agreement, Property Owner agrees to dedicate to the City all road right-of-way in fee simple, plus necessary permanent easements, and, if necessary,

temporary construction easements to accomplish the construction of both the Miners Road Extension Nos. 1 and 2 and Lake Gulch Road to serve the project as contemplated by the approved PUD Amendment 1. Such road right-of-way and necessary permanent easements shall be conveyed by separate document upon request of the City, and Property Owner further agrees to provide the temporary construction easements on Property Owner's property if necessary to allow the construction of Miners Road and Lake Gulch Road. Such temporary easements may be necessary, for example, if the City is the entity causing construction of the roads across the Property Owner's property.

10. Utilities.

a. Water Service. Upon annexation, the City shall provide municipal domestic water service to the Property in accordance with the uses authorized by the City's approval of the PUD Amendment 1 and the water service needs of such uses at full build-out of such PUD.

b. Sewer Service. The Property Owner shall be required to apply to the Black Hawk-Central City Sanitation District (the "Sanitation District") for inclusion into the Sanitation District's service area and corresponding service by the Sanitation District in accordance with the Rules, Regulations, and Resolutions in effect for the entire Sanitation District at the time of subdivision application.

c. Water Tap and System Development Fees. Based on the proposed uses for the Property in accordance with the PUD Amendment 1, the Property Owner shall require an appropriately sized water tap and the construction of water infrastructure to serve the Property consistent with the provisions of Section 10.c. of the Previous Annexation Agreement, which provisions are incorporated herein by reference.

d. Undergrounding of Utilities. The Property Owner shall be obligated to construct underground all utilities constructed pursuant to this Agreement and necessary to serve the Property.

e. Easements. The Property Owner agrees to dedicate to the City by plat all utility easements within the Property and elsewhere as necessary to provide for the location of water distribution, collection, and transmission lines and related facilities.

11. Other Terms and Condition of Annexation.

a. Exclusion from Timberline Fire Protection District. The Parties acknowledge that the Property Owner has commenced proceedings to exclude the Property, as well as the "Property" as defined in the Previous Annexation Agreement, from the boundaries of the Timberline Fire Protection District ("TFPD"), and TFPD has scheduled a hearing to consider such exclusion.

b. ESTIP Rebate. The City will rebate to the Property Owner twenty-five percent (25%) of taxes collected on the Property under the Enhanced Sales Tax Incentive Program for the purpose of assisting the Property Owner in operation of shuttle service to bring

guests to and from the Property to shuttle stops located in the City, should the Property Owner elect to operate such service at any time.

c. Use Tax Rebates. The provisions of section 11(b) of the Previous Annexation Agreement shall be read to include the Property in addition to the "Property" as defined in the Previous Annexation Agreement.

d. Participation Agreements. The provisions of section 11(e) of the Previous Annexation Agreement are incorporated herein by reference.

e. Further Cooperation. The provisions of section 11(g) of the Previous Annexation Agreement are incorporated herein by reference.

12. Vested Rights.

a. Waiver. The Property Owner waives any prior vested property rights acquired in Gilpin County so long as the Property remains annexed into the City.

b. Vested Rights Created. Consistent with the purpose of this Agreement, the Parties hereby agree that the Annexation and Zoning Ordinances shall constitute a "site specific development plan" as defined in C.R.S. §24-68-102(4); that certain rights shall be vested property rights as provided in this Agreement; and that the Property Owner and its designated successors and assigns shall have a vested property right to undertake and complete development and use of the Property as provided in this Agreement. The rights and obligations under this Agreement shall vest in the Property Owner and its designated successors and assigns as benefits and burdens to the land and shall run with title to the land.

c. Rights That are Vested. Only the rights that are identified herein shall constitute vested property rights under this Agreement. These rights are as follows:

- i. The right to be protected against the City initiating any zoning action to reduce the zoning entitlements granted upon annexation of the Property as more particularly described in Section 4;
- ii. The right to develop the Property and engage in land uses in the manner and to the extent set forth on the terms and conditions set forth herein;
- iii. The right to continue and complete development of the Property with conditions, standards, dedications, and requirements that are no more onerous than those then being imposed by the City on other developers within the City's municipal boundaries on a reasonably uniform and consistent basis, except to the extent such conditions, standards, dedications, and requirements conflict with the terms and conditions of this Agreement, in which event this Agreement shall control;
- iv. The right to be protected against the City approving a special or metropolitan taxing district that includes within its boundaries all or any portion of the Property, without the written consent of the Property Owner first being obtained in each instance,

except that this provision shall not apply if the boundaries of the taxing district include the entire municipal boundaries of the City and if the creation of such a taxing district is approved by the entire electorate of the City; and

- v. The City will support the Property Owner's establishment of a metropolitan district, implementation of a public improvement fee, and/or application for any state or federal incentive programs, including, but not limited to, private activity bonds.

d. Term of Vested Rights. The rights identified in this Section shall continue and have a duration until three (3) years after the date hereof and shall be applicable not just to the Property but also to the "Property" as defined in the Previous Annexation Agreement. Extension of this period of vesting may be granted by the City in its sole discretion, upon request of the Property Owner or its designated successors and assigns.

e. Compliance with General Regulations. The establishment of the rights vested under this Agreement shall not preclude the application of City regulations of general applicability including, but not limited to, building, fire, plumbing, engineering, electrical, and mechanical codes, or the application of regional, state, or federal regulations, as all of the foregoing exist on the date of this Agreement or may be enacted or amended after the date hereof, except as otherwise provided herein. The Property Owner does not waive its rights to oppose adoption of any such regulations and shall expressly not be obligated to annex into or otherwise submit to the authority of any local improvement districts.

13. Remedies.

a. The Property Owner's remedies against the City for the City's breach of this Agreement include: (i) breach of contract claims; and (ii) specific performance of the non-legislative obligations of the City as set forth herein.

b. The City's remedies against the Property Owner for the Property Owner's breach of this Agreement include:

- i. The refusal to issue any building permit or certificate of occupancy;
- ii. A demand that the security given for the completion of the public improvements be paid or honored; and
- iii. Any other remedy available at law, with the exception of specific performance to compel the Property Owner to develop, construct, maintain, or operate all or any portion of the Lake Gulch Whiskey Resort, or damages for the Property Owner's failure to do so, to the extent that the Property Owner determines in its sole discretion that such development, construction, maintenance, or operation is not commercially practicable.

c. Rights to Cure. Should any Party fail to comply with the terms of this Agreement, the other Party or Parties shall give written notice of breach or default and a period of thirty (30) days after receipt of said notice in which to cure any such breach or default; provided,

however, if the breach or default is not reasonably susceptible of cure within such thirty (30) day period, there shall be given an additional period of time as may be reasonably necessary to complete the cure provided that the breaching or defaulting Party commences to cure the breach or default within such thirty (30) day period and thereafter diligently pursue the same to completion. Should the breaching or defaulting Party fail to cure any such breach or default, the other Party or Parties shall have the right to pursue all equitable remedies.

14. Authority of the City. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the City's legislative, governmental, or police powers to promote and protect the health, safety, and general welfare of the City or its inhabitants; nor shall this Agreement prohibit the enactment by the City of any tax or fee that is of uniform or general application, all in conformance with Colorado Revised Statutes.

15. Force Majeure – Development Restrictions or Delays. In the event of the unavailability of water and sewer taps necessary for the development and use of the Property as contemplated herein, or in the event of the imposition of any moratorium or other ordinance or action by the City or any other governmental or quasi-governmental authority that materially prevents or delays development or use of the Property, the Property Owner's obligations hereunder to pay fees or to construct or convey to the City improvements shall be suspended for a period of time equal to the time period in which such described events either delay or prevent development or use of the Property. The term "material" as used herein means the inability of the Property Owner to obtain plat approval, building permits, or certificates of occupancy.

16. Construction of Public Streets. As specified and limited by Section 9 of this Agreement and the Previous Annexation Agreement, the Property Owner agrees to design, construct, pave, improve, and provide signage, lighting (or conduit to support future construction of lighting to be decided at the time of approval of the subdivision and/or site development plan of the Property), and signalization for all public streets and other public ways within or adjacent to the Property in accordance with City ordinances and resolutions and other applicable standards except as modified pursuant to the approval of the PUD Amendment 1, subject to any reimbursement which may be provided for in such ordinances, resolutions, and standards, and to make such other improvements as required by City ordinances and resolutions, to guarantee construction of all required improvements. If requested by the City, the Property Owner agrees to enter into an agreement reasonably satisfactory to the Property Owner pertaining to such improvements and other matters prior to any development of the Property.

17. Severability. The Parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.

18. Municipal Services. The City agrees to make available to the Property all of the usual municipal services in accordance with the ordinances and policies of the City. The Property

Owner acknowledges that City services do not include, as of the date of the execution of this Agreement, sanitary sewer services, which are provided by the Sanitation District.

19. Amendments. This Agreement may be amended by the City and the Property Owner. Such amendments shall be in writing, shall be recorded with the Clerk & Recorder of Gilpin County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the Property subject to the amendment unless otherwise specified in the amendment. Except as otherwise provided herein, this Agreement shall not be amended unless approved in writing by all Parties.

20. Entire Agreement. This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties.

21. Indemnification. The Property Owner agrees to indemnify and hold harmless the City and the City's officers, employees, agents, and contractors from and against all liability, claims, and demands, including attorneys' fees and court costs, that arise out of action by the City in order to enforce this Agreement, with the exception of enforcement of this Agreement against the Property Owner if the Property Owner substantially prevails. The Property Owner further agrees to investigate, handle, respond to, provide defense for and defend against or, at the City's option, to pay the reasonable and documented attorneys' fees for defense counsel of the City's choice for, any such liability, claims, or demands.

22. Assignment. As used in this Agreement, the term "Property Owner" shall include any of the heirs, transferees, successors or assigns of the Property Owner, and all such parties shall have the right to enforce this Agreement, and shall be subject to the terms of this Agreement, as if they were the original parties thereto.

23. Effect of City Ordinances and Resolutions. As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any City ordinance, resolution, or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, or policy, and the Parties agree that such amendments or revisions shall be binding upon the Property Owner.

24. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, transferees, successors, and assigns of each Party, and shall constitute covenants running with the land. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction. In the event this Agreement is terminated as permitted herein, and the Property is not annexed, the City agrees to execute a sufficient release for recording.

25. Legislative Discretion. The Property Owner acknowledges that the annexation and zoning of the Property are subject to the legislative discretion of the City Council of the City of Black Hawk. No assurances of annexation or zoning have been made or relied upon by the Property Owner. In the event that, in the exercise of its legislative discretion, any action with respect to the Property herein contemplated is not taken, then the sole and exclusive remedy for the breach hereof accompanied by the exercise of such discretion, shall be the withdrawal of the

petition for annexation by the Property Owner, or disconnection from the City in accordance with state law, as may be appropriate.

26. Business Discretion. Notwithstanding anything to the contrary set forth in this Agreement, neither this Agreement nor any other documents provided by any Party in connection with the annexation or zoning of the Property shall be deemed to create any obligation of the Property Owner to commence or continue the development, construction, maintenance, or operation of the Property or to conduct any other activities on the Property, and the Property Owner shall be entitled to terminate such activities in its sole discretion at any time.

27. Recordation of Agreement. This Agreement shall be recorded with the Clerk & Recorder of Gilpin County, Colorado, at the Property Owner's expense, shall run with the land, and shall be binding upon and shall inure to the benefit of the heirs, successors, and permitted assigns of the Parties.

28. Effective Date. This Agreement shall be effective and binding upon the Parties immediately upon execution by all of the Parties.

29. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should any Party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Gilpin County, Colorado.

30. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective on the earlier of actual receipt or seventy-two (72) hours after deposit in the United States Mail with the proper address as set forth below. Any Party by notice so given may change the address to which future notices shall be sent.

To the City: Stephen N. Cole, City Manager
P. O. Box 68
Black Hawk, CO 80422

With copy to: Corey Y. Hoffmann, Esq.
Hoffmann, Parker, Wilson & Carberry, P.C.
511 16th Street, Suite 610
Denver, CO 80202

To the Property Owner: Proximo Distillers, LLC
Attn: Dean Mades, General Counsel
3 Second Street, Suite 1101
Jersey City, NJ 07302

With copy to: Frasca, Joiner, Goodman & Greenstein, P.C.
Attn: Harmon Zuckerman, Esq.
4750 Table Mesa Drive

Boulder, CO 80305

31. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement have set their hands and seals the day and year first written above.

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

PROXIMO DISTILLERS, LLC

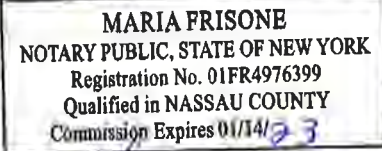
By: Michael J. Keyes

STATE OF New York)
COUNTY OF NASSAU) ss.

The above and foregoing signature of Michael J. Keyes was subscribed and sworn to before me this 7th day of December, 2021.

Witness my hand and official seal.

My commission expires: 1/14/2023



Maria Frisone
Notary Public

EXHIBIT A

Legal Description of the Property

Lake Gulch Whiskey Resort Annexation No. 8

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S $68^{\circ}57'51''$ E a distance of 5,143.78 feet to a point of intersection of the easterly right-of-way of the Central City Parkway with line 2-3 of the Rickard Lode, US Mineral Survey No. 16283, being the Point of Beginning.

thence along said line 2-3 of the said Rickard Lode N $67^{\circ}02'38''$ E a distance of 151.48 feet to the point of intersection with the westerly edge of Lake Gulch Road, County Road 6;

Thence along said westerly edge of Lake Gulch Road the following 29 courses:

1. S $13^{\circ}41'03''$ W a distance of 8.03 feet;
2. S $14^{\circ}06'12''$ W a distance of 47.47 feet;
3. S $11^{\circ}45'46''$ W a distance of 30.01 feet;
4. S $13^{\circ}18'52''$ W a distance of 16.19 feet;
5. S $10^{\circ}22'47''$ W a distance of 30.89 feet;
6. S $09^{\circ}29'42''$ W a distance of 29.84 feet;
7. S $11^{\circ}50'43''$ W a distance of 31.10 feet;
8. S $11^{\circ}03'12''$ W a distance of 31.96 feet;
9. S $10^{\circ}04'56''$ W a distance of 25.32 feet;
10. S $11^{\circ}08'36''$ W a distance of 28.47 feet;
11. S $32^{\circ}41'53''$ E a distance of 45.93 feet;
12. S $44^{\circ}08'01''$ E a distance of 32.98 feet;
13. S $52^{\circ}04'36''$ E a distance of 29.05 feet;
14. S $54^{\circ}42'27''$ E a distance of 53.29 feet;
15. S $58^{\circ}03'45''$ E a distance of 31.69 feet;

16. S 59° 18' 04" E a distance of 26.18 feet;
17. S 63° 19' 05" E a distance of 29.46 feet;
18. S 60° 16' 48" E a distance of 29.96 feet;
19. S 61° 39' 09" E a distance of 33.24 feet;
20. S 61° 28' 38" E a distance of 32.24 feet;
21. S 55° 46' 17" E a distance of 28.96 feet;
22. S 56° 17' 05" E a distance of 38.09 feet;
23. S 51° 45' 51" E a distance of 56.22 feet;
24. S 48° 44' 08" E a distance of 90.36 feet;
25. S 45° 53' 24" E a distance of 47.21 feet;
26. S 43° 37' 26" E a distance of 41.82 feet;
27. S 45° 38' 04" E a distance of 26.06 feet;
28. S 49° 36' 04" E a distance of 30.59 feet;
29. S 53° 53' 44" E a distance of 14.21 feet to the point of intersection with the south line of the southeast 1/4 of Section 18;

thence N 89° 44' 17" W along said southeast 1/4 of Section 18 a distance of 269.81 feet to the easterly right-of-way of Central City Parkway;

Thence along said easterly right-of-way of the Central City Parkway the following 4 (four) courses:

1. along a non-tangent curve concave to the southwest having a central angle of 23° 07' 24", a radius of 760.00 feet, an arc distance of 306.72 feet and a chord bearing N 36° 26' 18" W a chord distance of 304.64 feet;
2. N 48° 00' 00" W a distance of 77.39 feet;
3. along a curve concave to the northwest, having a central angle of 48° 00' 00", a radius of 400.00 feet, an arc distance of 335.10 feet;
4. thence N 00° 00' 00" E a distance of 60.75 feet to the Point of Beginning, containing 2.17 acres more or less.

Lake Gulch Whiskey Resort Annexation No. 9

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S $70^{\circ}40'20''$ E a distance of 5,087.72 feet to a point of intersection of the easterly Right-of-Way line of the Central City Parkway with line 4-1 of the Rickard Lode, US Mineral Survey No. 16283, being the Point of Beginning.

Thence along said Easterly Right-of-Way line the following 2 courses:

1. N $00^{\circ}00'00''$ E, a distance of 96.07 feet to a point of curvature;
2. 24.98 feet along the arc of a curve to the left, with a radius of 760.00 feet, a central angle of $01^{\circ}53'01''$, and whose chord bears N $00^{\circ}56'30''$ W, a chord distance of 24.98 feet to the point of intersection with line 4-3 of the Pine Tree Lode, Mineral Survey No. 5080;

Thence N $45^{\circ}54'58''$ E along said line 4-3 of said Pine Tree Lode, a distance of 92.12 feet to corner no. 3 of the said Pine Tree Lode;

Thence N $44^{\circ}01'46''$ W along line 3-2 of the said Pine Tree Lode, a distance of 125.48 feet to a point of non-tangent curvature being a point on said Easterly Right-of-Way line of the Central City Parkway;

Thence along said Easterly Right-of-Way line the following 3 courses:

1. 583.79 feet along the arc of a curve to the left, with a radius of 760.00 feet, a central angle of $44^{\circ}00'41''$, an arc distance of 583.79 feet and whose chord bears N $35^{\circ}39'01''$ W, a chord distance of 569.54 feet;
2. N $57^{\circ}39'21''$ W a distance of 123.98 feet to the point of intersection with line 1-4 of the Washingtons Day Lode, Mineral Survey No. 11885;
3. N $39^{\circ}23'17''$ E, along said line 1-4 of said Washingtons Day Lode a distance of 48.50 feet to a point on the Southerly edge of Lake Gulch Road, County Road 6;

Thence along the said Southerly and Westerly edges of Lake Gulch Road the following 49 courses:

1. S $66^{\circ}41'03''$ E, a distance of 4.28 feet;
2. S $66^{\circ}40'06''$ E, a distance of 26.08 feet;
3. S $61^{\circ}34'17''$ E, a distance of 31.12 feet;
4. S $57^{\circ}56'49''$ E, a distance of 28.94 feet;
5. S $54^{\circ}58'57''$ E, a distance of 28.22 feet;
6. S $58^{\circ}52'53''$ E, a distance of 26.50 feet;
7. S $62^{\circ}37'03''$ E, a distance of 31.29 feet;

8. S 68° 24' 20" E, a distance of 28.25 feet;
9. S 67° 48' 40" E, a distance of 31.66 feet;
10. S 69° 00' 03" E, a distance of 30.35 feet;
11. S 69° 23' 51" E, a distance of 31.56 feet;
12. S 69° 16' 06" E, a distance of 30.63 feet;
13. S 69° 40' 34" E, a distance of 29.91 feet;
14. S 70° 53' 21" E, a distance of 28.78 feet;
15. S 73° 08' 35" E, a distance of 29.67 feet;
16. S 76° 41' 49" E, a distance of 30.74 feet;
17. S 81° 25' 50" E, a distance of 30.35 feet;
18. S 85° 47' 52" E, a distance of 29.04 feet;
19. S 85° 57' 08" E, a distance of 28.87 feet;
20. S 85° 10' 50" E, a distance of 29.07 feet;
21. S 84° 02' 37" E, a distance of 25.38 feet;
22. S 82° 55' 20" E, a distance of 27.67 feet;
23. S 83° 57' 02" E, a distance of 33.15 feet;
24. S 85° 25' 50" E, a distance of 33.93 feet;
25. S 87° 06' 51" E, a distance of 31.81 feet;
26. N 89° 52' 43" E, a distance of 27.21 feet;
27. S 85° 37' 54" E, a distance of 28.02 feet;
28. S 75° 08' 14" E, a distance of 29.40 feet;
29. S 53° 47' 50" E, a distance of 22.16 feet;
30. S 38° 37' 56" E, a distance of 27.41 feet;
31. S 18° 09' 05" E, a distance of 27.17 feet;
32. S 07° 44' 55" E, a distance of 29.96 feet;
33. S 04° 13' 02" E, a distance of 30.37 feet;
34. S 00° 41' 58" W, a distance of 17.64 feet;
35. S 00° 41' 58" W, a distance of 12.88 feet;

36. S 01° 13' 29" W, a distance of 32.59 feet;
 37. S 00° 03' 20" E, a distance of 31.86 feet;
 38. S 02° 47' 46" W, a distance of 27.09 feet;
 39. S 06° 12' 17" W, a distance of 35.66 feet;
 40. S 16° 17' 42" W, a distance of 33.64 feet;
 41. S 24° 29' 21" W, a distance of 26.96 feet;
 42. S 28° 41' 22" W, a distance of 43.15 feet;
 43. S 34° 24' 43" W, a distance of 28.10 feet;
 44. S 40° 01' 56" W, a distance of 28.32 feet;
 45. S 43° 22' 45" W, a distance of 38.09 feet;
 46. S 41° 40' 02" W, a distance of 36.10 feet;
 47. S 37° 13' 45" W, a distance of 34.41 feet;
 48. S 31° 34' 31" W, a distance of 34.81 feet;
 49. S 26° 02' 44" W, a distance of 15.85 feet to the point of intersection with said line 4-1 of the Rickard Lode;
- Thence S 67° 01' 09" W along said line 4-1 of said Rickard Lode, a distance of 222.82 feet to the Point of Beginning, containing 5.96 acres more or less.

Lake Gulch Whiskey Resort Annexation No. 10

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 62° 11' 51" E a distance of 1,552.51 feet to the point of intersection of the easterly right-of-way of the Central City Parkway with line 4-3 of the Success Lode, US Mineral Survey No. 5280, being the Point of Beginning.

Thence N 85° 47' 47" E along said line 4-3 of said Success Lode a distance of 219.43 feet to the point of intersection with line 3-4 of the Meeker Lode, US Mineral Survey No. 769;

thence N 72° 25' 55" E along said line 3-4 of said Meeker Lode a distance of 198.36 feet to corner No. 4 of said Meeker Lode;

thence S 08° 09' 30" E along line 4-5 of said Meeker Lode a distance of 45.96 feet to the point of intersection with said line 4-3 of said Success Lode;

thence N 85° 47' 47" E along said line 4-3 of said Success Lode a distance of 422.83 feet to corner No. 3 of said Success lode;

thence N 62° 22' 36" E a distance of 991.81 feet to corner No. 4 of the Tariff Lode, US Mineral Survey No. 966;

thence N 47° 01' 18" E along line 4-3 of said Tariff Lode a distance of 409.50 feet to the southwesterly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of said Lake Gulch Road the following 48 courses:

1. S 44° 25' 34" E a distance of 6.91 feet;
2. S 47° 16' 09" E a distance of 32.68 feet;
3. S 44° 56' 55" E a distance of 25.56 feet;
4. S 42° 17' 50" E a distance of 25.12 feet;
5. S 41° 52' 51" E a distance of 35.49 feet;
6. S 41° 29' 04" E a distance of 32.24 feet;
7. S 41° 30' 58" E a distance of 32.25 feet;
8. S 39° 40' 26" E a distance of 30.55 feet;
9. S 43° 51' 36" E a distance of 32.77 feet;
10. S 47° 25' 27" E a distance of 31.87 feet;
11. S 47° 57' 34" E a distance of 34.89 feet;
12. S 46° 02' 34" E a distance of 24.23 feet;
13. S 38° 52' 14" E a distance of 35.74 feet;
14. S 33° 48' 48" E a distance of 25.62 feet;
15. S 29° 24' 22" E a distance of 26.77 feet;
16. S 30° 56' 40" E a distance of 26.10 feet;
17. S 37° 52' 45" E a distance of 34.89 feet;
18. S 49° 29' 24" E a distance of 30.84 feet;
19. S 59° 21' 59" E a distance of 28.78 feet;

20. S 61° 44' 13" E a distance of 33.99 feet;
21. S 61° 25' 24" E a distance of 33.19 feet;
22. S 59° 58' 24" E a distance of 27.27 feet;
23. S 51° 35' 16" E a distance of 23.97 feet;
24. S 49° 06' 25" E a distance of 25.35 feet;
25. S 45° 20' 47" E a distance of 26.75 feet;
26. S 43° 58' 04" E a distance of 27.46 feet;
27. S 42° 43' 23" E a distance of 29.05 feet;
28. S 37° 44' 53" E a distance of 27.18 feet;
29. S 34° 08' 31" E a distance of 30.52 feet;
30. S 38° 01' 46" E a distance of 27.43 feet;
31. S 42° 12' 45" E a distance of 28.59 feet;
32. S 43° 31' 15" E a distance of 28.69 feet;
33. S 45° 09' 35" E a distance of 28.28 feet;
34. S 47° 37' 34" E a distance of 28.86 feet;
35. S 48° 21' 34" E a distance of 29.28 feet;
36. S 49° 32' 52" E a distance of 31.07 feet;
37. S 51° 12' 12" E a distance of 31.14 feet;
38. S 52° 37' 45" E a distance of 28.67 feet;
39. S 53° 43' 00" E a distance of 34.13 feet;
40. S 53° 50' 43" E a distance of 24.95 feet;
41. S 50° 23' 24" E a distance of 25.21 feet;
42. S 48° 28' 12" E a distance of 25.02 feet;
43. S 48° 28' 12" E a distance of 2.56 feet;
44. S 48° 55' 48" E a distance of 30.51 feet;
45. S 51° 44' 53" E a distance of 29.94 feet;
46. S 56° 10' 53" E a distance of 33.17 feet;
47. S 62° 17' 04" E a distance of 33.06 feet;

48. S 66° 41' 03" E a distance of 22.40 feet to the point of intersection with line 4-1 of the Washingtons Day Lode, US Mineral Survey No. 11885;

thence S 39° 23' 17" W along said line 4-1 of said Washingtons Day Lode a distance of 48.50 feet to the point of intersection with the northerly right-of-way line of the Central City Parkway;

thence N 57° 39' 21" W along said northerly right-of-way line a distance of 507.58 feet to the beginning of a curve concave to the south having a central angle of 07° 27' 51", having a radius of 760.00 feet, an arc distance of 99.01 feet to the point of intersection with line 3-2 of the Justice Lode US Mineral Survey No. 394;

thence N 41° 55' 05" E along said line 3-2 of said Justice Lode a distance of 81.00 feet to corner No. 2 of said Justice Lode;

thence N 47° 50' 35" W along line 2-1 of said Justice Lode a distance of 100.27 feet to corner No. 1 of said Justice Lode;

thence S 41° 56' 29" W along line 1-4 of said Justice Lode a distance of 120.12 feet to the point of intersection with the said northerly right-of-way line of said Central City Parkway;

thence along said northerly right-of-way line along a non-tangent curve being concave to the south having a central angle of 33° 40' 01", a radius of 760.00 feet, an arc distance of 446.57 feet, a chord bearing of S 89° 58' 01" W and a chord distance of 439.34 feet;

thence S 73° 06' 01" W continuing along said northerly right-of-way a distance of 1305.67 feet to the beginning of a curve being concave to the north having a central angle of 63° 50' 42", having a radius of 650.00 feet, to the point of intersection with said line 4-3 of the Success Lode, US Mineral Survey No. 5280, the Point of Beginning, containing 17.24 acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 11

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $72^{\circ}51'36''$ E a distance of 2,275.62 feet to corner No. 1 of the Caledonia Lode, US Mineral Survey No. 519, being the Point of Beginning.

Thence N $49^{\circ}29'47''$ E along line 1-2 of said Caledonia Lode a distance of 318.07 feet to the point of intersection with the southwesterly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of Lake Gulch Road the following 10 courses:

1. S $28^{\circ}29'34''$ E a distance of 21.80 feet;
2. S $29^{\circ}02'31''$ E a distance of 38.14 feet;
3. S $30^{\circ}53'34''$ E a distance of 34.55 feet;
4. S $32^{\circ}21'41''$ E a distance of 29.64 feet;
5. S $34^{\circ}37'33''$ E a distance of 34.03 feet;
6. S $38^{\circ}27'56''$ E a distance of 36.03 feet;
7. S $44^{\circ}59'11''$ E a distance of 33.97 feet;
8. S $48^{\circ}19'15''$ E a distance of 30.25 feet;
9. S $48^{\circ}45'27''$ E a distance of 32.27 feet;
10. S $50^{\circ}32'17''$ E a distance of 30.35 feet to the point of intersection with line 1-2 of the Clay County Lode, US Mineral Survey No. 329B;

thence S $50^{\circ}08'44''$ W along said line 1-2 of said Clay County Lode a distance of 159.20 feet to corner No. 2 of said Clay County Lode;

thence S $58^{\circ}08'12''$ E along line 2-3 of said Clay County Lode a distance of 188.25 feet to the point of intersection with line 2-1 of the Clay County Lode, US Mineral Survey No. 329A;

thence S $37^{\circ}28'00''$ W along said line 2-1 of said Clay County Lode a distance of 623.18 feet to corner No. 1 of said Clay County Lode, US Mineral Survey No. 329A;

thence S $52^{\circ}39'32''$ E along line 1-4 of said Clay County Lode a distance of 151.05 feet to corner No. 4 of said Clay County Lode;

thence N 37° 26' 41" E along line 4-3 of said Clay County Lode a distance of 389.56 feet to corner No. 4 of the East Clay County Lode, US Mineral Survey No. 18776;

thence N 89° 56' 08" E along line 4-3 of said East Clay County Lode and its extension thereof a distance of 190.48 feet to the point of intersection with line 6-5 of the Blow Out Lode, US Mineral Survey No. 18776;

thence S 36° 04' 17" W along said line 6-5 of said Blow Out Lode a distance of 20.54 feet to corner No. 5 of said Blow Out Lode;

thence S 89° 57' 28" E along line 5-4 of said Blow Out Lode a distance of 184.33 feet to corner No. 4 of said Blow Out Lode;

thence N 36° 08' 54" E along line 4-3 of said Blow Out Lode a distance of 103.56 feet to corner No. 4 of the Great Britian Lode, US Mineral Survey No. 18776;

thence S 89° 57' 40" E along line 4-5 of said Great Britian Lode a distance of 186.34 feet to corner No. 5 of said Great Britian Lode;

thence N 36° 07' 10" E along line 5-6 of said Great Britian Lode a distance of 1.36 feet to the point of intersection with said southwesterly edge of Lake Gulch Road, County Road 6;

thence S 46° 05' 49" E along said southwesterly edge of Lake Gulch Road a distance of 12.22 feet;

thence S 47° 24' 34" E along said southwesterly edge of Lake Gulch Road a distance of 33.36 feet;

thence S 46° 33' 23" E along said southwesterly edge of Lake Gulch Road a distance of 8.79 feet to the point of intersection with line 2-1 of the Tariff Lode, US Mineral Survey No. 966;

thence S 47° 00' 48" W along said line 2-1 of said Tariff Lode a distance of 403.36 feet to corner No. 1 of said Tariff Lode;

thence S 42° 58' 42" E along line 1-4 of said Tariff Lode a distance of 149.74 feet to corner No. 4 of said Tariff Lode;

thence S 62° 22' 36" W a distance of 991.81 feet to corner No. 3 of the Success Lode, US Mineral Survey No. 5280;

thence N 04° 16' 10" W along line 3-2 of said Success Lode a distance of 150.04 feet to corner No. 2 of said Success Lode;

thence S 85° 49' 05" W along line 2-1 of said Success Lode a distance of 476.25 feet;

thence N 46° 11' 59" E a distance of 716.62 feet to corner No. 3 of the Pittburg Ext. Lode, US Mineral Survey No. 7069;

thence N 00° 25' 37" W along line 3-2 of said Pittburg Ext. Lode a distance of 150.29 feet to corner No. 2 of said Pittburg Ext. Lode;

thence S 89° 18' 06" W along line 2-1 of said Pittsburg Ext. Lode a distance of 499.53 feet to the point of intersection with line 3-4 of the Calendonia No. 2 Lode, US Mineral Survey No. 520;

thence N 48° 54' 18" E along said line 3-4 of said Calendonia No. 2 Lode a distance of 705.54 feet to corner No. 4 of said Caledonia Lode, US Mineral Survey No. 519;

thence N 40° 18' 18" W along line 4-1 of said Caledonia Lode a distance of 150.08 feet to the Point of Beginning, containing 20.37 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 12

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00° 14' 12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 69° 53' 37" E a distance of 1,225.66 feet to the point of intersection of line 3-4 of the Caledonia Lode No. 2, US Mineral Survey No. 520 with the northeasterly right-of-line of the Central City Parkway, being the Point of Beginning.

Thence N 48° 54' 04" E along said line 3-4 of said Caledonia No. 2 Lode a distance of 549.87 feet to the point of intersection with line 4-3 of the Pittsburg Ext, Lode, US Mineral Survey No. 7069;

thence N 89° 18' 45" E along said line 3-4 of said Pittsburg Ext. Lode a distance of 675.26 feet to corner No. 3 of said Pittsburg Ext. Lode;

thence S 46° 11' 59" W a distance of 716.62 feet to the point of intersection with line 2-1 of the Success Lode, US Mineral Survey No. 5280;

thence S 85° 49' 05" W along said line 2-1 of said Success Lode a distance of 459.86 feet of the point of intersection with said northeasterly right-of-line of the Central City Parkway;

thence N 35° 24' 20" W along said northeasterly right-of-line of the Central City Parkway a distance of 196.28 feet to the Point of Beginning, containing 7.66 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 13

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears

N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 87° 12' 22" E a distance of 4,688.84 feet to corner No. 3 of the Washingtons Day Lode, US Mineral Survey No. 11885, being the Point of Beginning.

thence along said line 3-4 of the said Washingtons Day Lode S 45° 12' 88" E a distance of 150.58 feet to

corner No. 4 of said Washingtons Day Lode;

thence along line 4-1 of said Washingtons Day Lode S 39° 23' 17"W a distance of 633.47 feet to the point of intersection with the northeasterly edge of Lake Gulch Road, County Road 6;

Thence along said northeasterly edge of Lake Gulch Road the following 7 courses:

1. N 66° 40' 06" W a distance of 2.05 feet;
2. N 66° 41' 03" W a distance of 25.85 feet;
3. N 62° 17' 04" W a distance of 31.05 feet;
4. N 56° 10' 53" W a distance of 31.14 feet;
5. N 51° 44' 53" W a distance of 28.55 feet;
6. N 48° 55' 48" W a distance of 29.88 feet;
7. N 48° 28' 12" W a distance of 3.30 feet to the point of intersection with line 2-3 of said Washingtons Day Lode;

thence N 39° 23' 18" E along said line 2-3 of said Washingtons Day lode a distance of 664.25 feet to the Point of Beginning, containing 2.25 acres more or less.

Lake Gulch Whiskey Resort Annexation No. 14

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 30° 07' 02" E a distance of 580.34 feet to the point of intersection of line 1-2 of the Black Diamond Lode, US Mineral Survey No. 17634 with line 2-3 of the Fay Lode, US Mineral Survey No. 13338 being the Point of Beginning.

thence N 26° 04' 04" W along said line 1-2 of said Black Diamond Lode a distance of 80.46 feet to the point of intersection with line 1-7 of the Dale Lode, US Mineral Survey No. 13338;

thence N 26° 54' 00" E along said line 1-7 of said Dale Lode a distance of 4.46 feet to corner No. 7 of said Dale Lode;

thence N 39° 29' 28" E along line 7-6 of said Dale Lode a distance of 160.32 feet to line 2-3 of said Black Diamond Lode;

thence N 63° 58' 12" E along said line 2-3 of said Black Diamond Lode a distance of 446.58 feet to the point of intersection with the southerly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of Lake Gulch Road the following 34 courses:

1. N 83° 11' 19" E a distance of 23.36 feet;
2. N 81° 54' 30" E a distance of 26.00 feet;
3. N 80° 36' 50" E a distance of 37.64 feet;
4. N 77° 53' 04" E a distance of 25.96 feet;
5. N 76° 30' 21" E a distance of 27.01 feet;
6. N 74° 45' 56" E a distance of 27.07 feet;
7. N 73° 10' 29" E a distance of 27.76 feet;
8. N 71° 02' 53" E a distance of 29.23 feet;
9. N 69° 29' 32" E a distance of 29.75 feet;
10. N 68° 02' 26" E a distance of 28.95 feet;
11. N 68° 11' 55" E a distance of 28.31 feet;
12. N 68° 11' 21" E a distance of 28.17 feet;
13. N 70° 17' 29" E a distance of 27.18 feet;
14. N 72° 23' 23" E a distance of 26.00 feet;
15. N 72° 28' 10" E a distance of 26.92 feet;
16. N 68° 41' 24" E a distance of 27.19 feet;
17. N 71° 51' 48" E a distance of 26.69 feet;
18. N 74° 45' 31" E a distance of 27.02 feet;
19. N 75° 42' 50" E a distance of 28.46 feet;
20. N 77° 13' 39" E a distance of 28.92 feet;
21. N 78° 51' 11" E a distance of 28.33 feet;
22. N 78° 32' 38" E a distance of 27.26 feet;

23. N 76° 41' 51" E a distance of 24.88 feet;
24. N 79° 17' 59" E a distance of 14.47 feet;
25. N 79° 17' 59" E a distance of 14.37 feet;
26. N 78° 11' 27" E a distance of 5.81 feet;
27. N 77° 38' 35" E a distance of 7.14 feet;
28. N 77° 38' 35" E a distance of 27.82 feet;
29. N 77° 18' 33" E a distance of 35.14 feet;
30. N 76° 11' 24" E a distance of 34.55 feet;
31. N 76° 19' 36" E a distance of 34.26 feet;
32. N 75° 55' 53" E a distance of 33.03 feet;
33. N 75° 45' 56" E a distance of 33.26 feet;
34. N 77° 56' 07" E a distance of 37.18 feet to the point of intersection with line 1-4 of the St. Anthony Lode, US Mineral Survey No. 19174;

thence S 39° 30' 42" W along said line 1-4 of said St. Anthony Lode a distance of 392.10 feet to the point of intersection with line 3-4 of the Alice Lode, US Mineral Survey No. 18785;

thence N 63° 23' 00" E along said line 3-4 of said Alice Lode a distance of 371.35 feet to the point of intersection with line 3-2 of said St. Anthony Lode;

Thence N 39° 31' 27" E along said line 3-2 of said St, Anthony Lode a distance of 210.07 feet to the point of intersection with said southerly edge of Lake Gulch Road, County Road 6;

thence along said southwesterly edge of Lake Gulch Road the following 18 courses:

1. S 89° 47' 40" E a distance of 26.55 feet;
2. S 89° 16' 33" E a distance of 25.73 feet;
3. N 89° 11' 13" E a distance of 25.02 feet;
4. N 89° 11' 41" E a distance of 28.08 feet;
5. N 87° 57' 44" E a distance of 28.75 feet;
6. N 89° 07' 00" E a distance of 25.28 feet;
7. S 88° 32' 40" E a distance of 28.15 feet;
8. S 82° 16' 38" E a distance of 26.04 feet;
9. S 77° 37' 44" E a distance of 25.62 feet;
10. S 73° 18' 40" E a distance of 30.03 feet;

11. S 71° 44' 22" E a distance of 26.36 feet;
 12. S 69° 56' 57" E a distance of 31.66 feet;
 13. S 67° 22' 05" E a distance of 26.00 feet;
 14. S 64° 31' 22" E a distance of 25.12 feet;
 15. S 63° 34' 32" E a distance of 26.32 feet;
 16. S 61° 36' 30" E a distance of 25.13 feet;
 17. S 55° 33' 38" E a distance of 30.91 feet;
 18. S 47° 36' 27" E a distance of 0.69 feet to the point of intersection with line 3-2 of the Golden Gad Lode, US Mineral Survey No. 13048;
- thence S 63° 17' 40" W along said line 3-2 of said Golden Gad Lode a distance of 722.08 feet to corner No. 2 of said Golden Gad Lode;
- thence S 31° 40' 56" E along line 2-1 of said Golden Gad Lode a distance of 95.57 feet to the point of intersection with line 2-1 of the Calumet and Hecla No. 2 Lode, US Mineral Survey No. 13048;
- thence S 48° 55' 49" W along said line 2-1 of said Calumet and Hecla Lode a distance of 61.79 feet to the point of intersection with line 3-4 of the Margaret Lode, US Mineral Survey No. 19229;
- thence N 21° 01' 44" W along said line 3-4 of said Margaret Lode a distance of 114.04 feet to corner No. 4 of said Margaret Lode;
- thence S 69° 01' 22" W along line 4-1 of said Margaret Lode a distance of 186.95 feet to the point of intersection with line 3-2 of said St. Anthony Lode;
- thence N 39° 31' 27" E along said line 3-2 of said St. Anthony Lode a distance of 73.31 feet to the point of intersection with line 1-2 of said Alice Lode;
- thence S 63° 22' 25" W along said line 1-2 of said Alice Lode a distance of 53.94 feet to corner No. 2 of said Alice Lode;
- thence N 26° 45' 28" W along line 2-3 of said Alice Lode a distance of 140.24 feet to the point of intersection with said line 1-4 of said St. Anthony Lode;
- thence S 39° 30' 42" W along said line 1-4 of said St. Anthony Lode a distance of 345.75 feet to the point of intersection with said line 4-1 of said Margaret Lode;
- thence S 69° 01' 22" W along said line 4-1 of said Margaret Lode a distance of 16.29 feet to the point of intersection with line 3-4 of said Elizabeth Lode;
- thence S 39° 23' 48" W along said line 3-4 of said Elizabeth Lode a distance of 272.15 feet to corner No. 4 of said Elizabeth Lode;

thence N 50° 27' 18" W along line 4-1 of said Elizabeth Lode a distance of 148.43 feet to the point of intersection with line 4-3 of the Annie Mary Lode, US Mineral Survey No. 11571;

thence N 62° 32' 35" E along line 4-3 of said Annie Mary Lode a distance of 221.31 feet to corner No. 3 of said Annie Mary Lode;

thence N 27° 32' 41" W along line 3-2 of said Annie Mary Lode a distance of 149.99 feet to corner No. 2 of said Annie Mary Lode;

thence S 62° 32' 35" W along line 2-1 of said Annie Mary Lode a distance of 607.56 feet to the point of intersection with the northeasterly right-of-way of the Central City Parkway;

thence along a non-tangent curve concave to the southwest an arc distance of 13.72 feet, a delta angle of 00° 44' 55", having a radius of 1050.00 feet, and whose long chord bears N 62° 43' 25" W a distance of 13.72 feet to the point of intersection with line 5-4 of the Marks Lode, US Mineral Survey No. 13338;

thence N 44° 35' 21" E along said line 5-4 of said Marks Lode a distance of 80.14 feet to the point of intersection with line 1-4 of the Fay Lode, US Mineral Survey No. 13338;

thence N 60° 43' 32" E along said line 1-4 of said Fay Lode a distance of 714.47 feet to corner No. 4 of said Fay Lode;

thence N 29° 20' 48" W along line 4-3 of said Fay Lode a distance of 150.66 feet to corner No. 3 of said Fay Lode;

thence S 60° 42' 01" W along line 3-2 of said Fay Lode a distance of 442.61 feet to the point of intersection with line 4-3 of the Marks Lode, US Mineral Survey No. 13338;

thence S 86° 28' 49" W along said line 4-3 of said Marks Lode a distance of 122.51 feet to corner No. 3 of said Marks Lode;

thence S 44° 22' 49" W along line 3-2 of said Marks Lode a distance of 189.62 feet to the point of intersection with line 4-1 of said Black Diamond Lode;

thence S 60° 42' 01" W along said line 4-1 of said Black Diamond Lode a distance of 120.71 feet to the Point of Beginning, containing 11.43 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 15

The Little Mattie Lode, US Mineral Survey No. 970 in Sections 17&18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this

description; thence S 87° 15' 37" E a distance of 5,334.83 feet to corner No. 1 of said Little Mattie Lode, being the Point of Beginning.

Thence N 44° 28' 40" E along line 1-2 of said Little Mattie Lode a distance of 1499.34 feet to corner No. 2 of said Little Mattie Lode;

thence S 45° 33' 27" E along line 2-3 of said Little Mattie Lode a distance of 149.96 feet to corner No. 3 of said Little Mattie Lode;

thence S 44° 29' 09" W along line 3-4 of said Little Mattie Lode a distance of 1500.03 feet to corner No. 4 of said Little Mattie Lode;

thence N 45° 17' 32" W along line 4-1 of said Little Mattie Lode a distance of 149.75 feet to the Point of Beginning, containing 5.16 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 16

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00° 14' 12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 74° 53' 25" E a distance of 4,804.55 feet to corner No. 14 of the Gold Tunnel No. 21 Lode, US Mineral Survey No. 4589, being the Point of Beginning.

Thence N 46° 21' 54" W along line 14-15 of said Gold Tunnel No. 21 Lode a distance of 150.01 feet to corner No. 15 of said Gold Tunnel No. 21 Lode;

thence N 43° 56' 51" E along line 15-16 of said Gold Tunnel No. 21 Lode a distance of 81.81 feet to the south line of the NE 1/4 of the NE 1/4 of said Section 18, being also the City of Black Hawk Patented Boundary;

thence N 89° 32' 31" E along said south line of the NE 1/4 of the NE 1/4 of said Section 18 and the City of Black Hawk Patented Boundary a distance of 209.92 feet to the point of intersection with line 13-14 of said Gold Tunnel No. 21 Lode;

thence S 43° 56' 09" W along said line 13-14 of said Gold Tunnel No. 21 Lode a distance of 227.88 feet to the Point of Beginning, containing 0.53 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 17

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears

N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 41° 36' 06" E a distance of 1,242.54 feet to the point of intersection of line 2-3 of the Black Diamond Lode, US Mineral Survey No. 17634 with the northerly edge of Lake Gulch Road, County Road No. 6, being the Point of Beginning.

Thence N 63° 58' 12" E along said line 2-3 of said Black Diamond Lode a distance of 827.46 feet to the point of intersection with line 2-1 of the Elizabeth Lode, US Mineral Survey No. 15894;

thence S 39° 23' 46" W along said line 2-1 of said Elizabeth Lode a distance of 249.88 feet to the point intersection with the northerly edge of said Lake Gulch Road;

thence along said northerly edge of said Lake Gulch Road the following 24 courses:

1. S 77° 38' 35" W a distance of 7.04 feet;
2. S 78° 11' 27" W a distance of 5.49 feet;
3. S 79° 17' 59" W a distance of 29.12 feet;
4. S 76° 41' 51" W a distance of 25.03 feet;
5. S 78° 32' 38" W a distance of 26.85 feet;
6. S 78° 51' 11" W a distance of 28.58 feet;
7. S 77° 13' 39" W a distance of 29.52 feet;
8. S 75° 42' 50" W a distance of 28.93 feet;
9. S 74° 45' 31" W a distance of 27.76 feet;
10. S 71° 51' 48" W a distance of 27.85 feet;
11. S 68° 41' 24" W a distance of 27.08 feet;
12. S 72° 28' 10" W a distance of 26.21 feet;
13. S 72° 23' 23" W a distance of 26.42 feet;
14. S 70° 17' 29" W a distance of 27.99 feet;
15. S 68° 11' 21" W a distance of 28.57 feet;
16. S 68° 11' 55" W a distance of 28.34 feet;
17. S 68° 02' 26" W a distance of 28.70 feet;
18. S 69° 29' 32" W a distance of 29.17 feet;
19. S 71° 02' 53" W a distance of 28.52 feet;

20. S 73° 10' 29" W a distance of 27.05 feet;
21. S 74° 45' 56" W a distance of 26.43 feet;
22. S 76° 30' 21" W a distance of 26.42 feet;
23. S 77° 53' 04" W a distance of 25.17 feet;
24. S 80° 36' 50" W a distance of 18.32 feet to the Point of Beginning, containing 0.93 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 18

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 55° 10' 45" E a distance of 2,029.15 feet to the point of intersection of line 4-1 of the St. Anthony Lode, US Mineral Survey No. 19174 with the northerly edge of Lake Gulch Road, County Road No. 6, being the Point of Beginning.

Thence N 39° 30' 42" E along said line 4-1 of said St. Anthony Lode a distance of 328.85 feet to the point of intersection with the south line of the NE 1/4 of the NE 1/4 of said Section 18, being also the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said south line of the NE 1/4 of the NE 1/4 of said Section 18 a distance of 145.22 feet to the point of intersection with line 1-6 of the Susan-Mary Lode, US Mineral Survey No. 694;

thence S 19° 06' 00" E along said line 1-6 of said Susan-Mary Lode a distance of 44.24 feet to the point of intersection with line 2-3 of said St. Anthony Lode;

thence S 39° 31' 27" W along said line 2-3 of said St. Anthony Lode a distance of 246.50 feet to said northerly edge of Lake Gulch Road;

thence along said northerly edge of Lake Gulch Road the following 8 courses:

1. N 89° 47' 40" W a distance of 21.27 feet;
2. S 89° 45' 47" W a distance of 26.85 feet;
3. S 87° 30' 36" W a distance of 25.59 feet;
4. S 85° 59' 16" W a distance of 29.83 feet;
5. S 82° 42' 42" W a distance of 26.71 feet;

6. S 81° 04' 54" W a distance of 30.69 feet;
7. S 79° 51' 30" W a distance of 30.19 feet;
8. S 79° 21' 17" W a distance of 22.47 feet to the Point of Beginning, containing 1.04 Acres, more or less.

EXHIBIT B

Lake Gulch Whiskey Resort Annexation No. 1

A parcel of land located in Sections 17 & 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $69^{\circ}30'48''$ E a distance of 3,617.79 feet to the point of intersection of line 3-4 of the Clay County Lode, US Mineral Survey No. 360 with line 4-1 of the Williams Crossing Lode, US Mineral Survey No. 15824 being the Point of Beginning.

Thence S $47^{\circ}53'33''$ E along said line 4-1 of said Williams Lode a distance of 296.23 feet to the point of intersection with line 3-2 of the Blow Out Lode, US Mineral Survey No. 18776;

thence N $19^{\circ}46'26''$ E along said line 3-2 of said Blow Out Lode a distance of 361.74 feet to the point of intersection with the east-west centerline of the NE $\frac{1}{4}$ of said Section 18 and the City of Black Hawk Patented Boundary;

thence N $89^{\circ}32'31''$ E along said east-west centerline of the NE $\frac{1}{4}$ and City of Black Hawk Patented Boundary a distance of 208.47 feet to the point of intersection with line 1-2 of the Great Britian Lode, US Mineral Survey No. 18776;

thence S $29^{\circ}18'00''$ W along said line 1-2 of said Great Britian Lode a distance of 353.67 feet to corner No. 2 of said Great Britian Lode;

thence S $46^{\circ}17'00''$ W along line 2-3 of said Great Britian Lode a distance of 131.10 feet to the point of intersection with line 4-1 of said Williams Crossing Lode;

thence S $47^{\circ}53'33''$ E along said line 4-1 of said Williams Crossing Lode a distance of 149.95 feet to the point of intersection with line 6-7 of said Great Britian Lode;

thence N $46^{\circ}22'45''$ E along said line 6-7 of said Great Britian Lode a distance of 142.56 feet to corner No. 7 of said Great Britian Lode;

thence N $29^{\circ}19'49''$ E along line 7-8 of said Great Britian Lode a distance of 461.80 feet to the point of intersection with said east-west centerline of the NE $\frac{1}{4}$ of said Section 18 and the City of Black Hawk Patented Boundary;

thence N $89^{\circ}32'31''$ E along said east-west centerline of the NE $\frac{1}{4}$ and City of Black Hawk Patented Boundary a distance of 474.24 feet to the point of intersection with line 16-15 of the Gold Tunnel No. 21 Lode, US Mineral Survey No. 4589;

thence S 43° 56' 47" W along said line 16-15 of the Gold Tunnel No. 21 Lode a distance of 81.81 feet to corner No. 15 of the said Gold Tunnel No. 21 Lode;

thence S 46° 21' 54" E along line 15-14 of the said Gold Tunnel No. 21 Lode, a distance of 150.01 feet to corner no. 14 of the said Gold Tunnel No. 21 Lode;

thence N 43° 56' 15" E along line 14-13 of the said Gold Tunnel No. 21 Lode, a distance of 227.88 feet to the point of intersection with the east-west centerline of the NE ¼ of said Section 18 and the City of Black Hawk Patented Boundary;

thence N 89° 32' 31" E along said east-west centerline of the NE ¼ and City of Black Hawk Patented Boundary a distance of 1040.34 feet to the N 1/16th corner of Sections 17 and 18;

thence N 87° 26' 32" E along the east-west centerline of the NW ¼ of said Section 17 a distance of 165.11 feet to the point of intersection with line 3-2 of said East Williams Lode, US Mineral Survey No. 588;

thence S 47° 19' 59" W along said line 3-2 of the East Williams Lode a distance of 204.89 feet to corner No. 2 of said East Williams Lode;

thence S 42° 44' 49" E along line 2-1 of said East Williams Lode a distance of 152.37 feet to corner No. 1 of said East Williams Lode;

thence N 47° 20' 23" E along line 1-4 of said East Williams Lode a distance of 385.62 feet to the point of intersection with said east-west centerline of the NW ¼ of said Section 17 and the City of Black Hawk Patented Boundary;

thence N 87° 26' 32" E along said east-west centerline of the NW ¼ of said Section 17 and City of Black Hawk Patented Boundary a distance of 906.14 feet to the NW 1/16th corner of said Section 17;

thence N 01° 02' 29" W along the north-south centerline of said NW ¼ of said Section 17 and along the City of Black Hawk Patented Boundary a distance of 164.47 feet to the point of intersection with line 1-2 of the Mary Miller Lode, US Mineral Survey No. 969;

thence N 44° 28' 35" E along said line 1-2 of said Mary Miller Lode a distance of 60.92 feet to the point of intersection with said City of Black Hawk Patented Boundary;

thence N 88° 00' 45" E along said City of Black Hawk Patented Boundary a distance of 96.85 feet;

thence N 00° 18' 42" W along said City of Black Hawk Patented Boundary a distance of 91.93 feet to the point of intersection with line 6-5 of the Morgan Placer US Mineral Survey No. 226;

thence S 42° 19' 52" E along said line 6-5 of said Morgan Placer a distance of 92.75 feet to corner No. 5 of said Morgan Placer;

thence S 41° 03' 33" E along Colorado Department of Transportation deed recorded at Reception No. 141956 Gilpin County Records a distance of 12.42 feet to a CDOT 3 ¼ " aluminum cap;

thence S 49° 47' 21" E continuing along said Reception No. 141956 a distance of 43.07 feet to the point of intersection with line 3-4 of said Mary Miller Lode;

thence S 44° 27' 10" W along said line 3-4 of said Mary Miller Lode a distance of 340.78 feet to the north-south centerline of said NW ¼ of said Section 17;

thence S 42° 07' 27" W a distance of 980.96 feet to corner No. 3 of the Little Mattie Lode, US Mineral Survey No. 970;

thence N 45° 33' 27" W along line 3-2 of said Little Mattie Lode a distance of 149.96 feet to corner No. 2 of said Little Mattie Lode;

thence S 44° 28' 40" W along line 2-1 of said Little Mattie Lode a distance of 1499.34 feet to corner No. 1 of said Little Mattie Lode;

thence S 45° 17' 32" E along line 1-4 of said Little Mattie Lode a distance of 149.75 feet to corner No. 4 of said Little Mattie Lode;

thence S 27° 33' 11" E a distance of 938.48 feet to the S 1/16th corner of Sections 17 and 18;

thence N 88° 20' 50" W a distance of 663.62 feet to a point on the easterly edge of Lake Gulch Road, County Road 6;

thence along said easterly edge of said Lake Gulch Road the following 32 courses:

1. N 04° 13' 02" W a distance of 31.99 feet;
2. N 07° 44' 55" W a distance of 32.64 feet;
3. N 18° 09' 05" W a distance of 33.14 feet;
4. N 38° 37' 56" W a distance of 34.32 feet;
5. N 53° 47' 50" W a distance of 29.23 feet;
6. N 75° 08' 14" W a distance of 35.56 feet;
7. N 85° 37' 54" W a distance of 30.90 feet;
8. S 89° 52' 43" W a distance of 27.50 feet;
9. N 87° 06' 51" W a distance of 30.91 feet;
10. N 85° 25' 50" W a distance of 33.32 feet;
11. N 83° 57' 02" W a distance of 32.67 feet;
12. N 82° 55' 20" W a distance of 27.68 feet;
13. N 84° 02' 37" W a distance of 25.81 feet;
14. N 85° 10' 50" W a distance of 29.44 feet;
15. N 85° 57' 08" W a distance of 28.99 feet;

16. N 85° 47' 52" W a distance of 28.17 feet;
17. N 81° 25' 50" W a distance of 28.60 feet;
18. N 76° 41' 49" W a distance of 29.15 feet;
19. N 73° 08' 35" W a distance of 28.55 feet;
20. N 70° 53' 21" W a distance of 28.11 feet;
21. N 69° 40' 34" W a distance of 29.60 feet;
22. N 69° 16' 06" W a distance of 30.58 feet;
23. N 69° 23' 51" W a distance of 31.51 feet;
24. N 69° 00' 03" W a distance of 30.04 feet;
25. N 67° 48' 40" W a distance of 31.55 feet;
26. N 68° 24' 20" W a distance of 27.25 feet;
27. N 62° 37' 03" W a distance of 29.46 feet;
28. N 58° 52' 53" W a distance of 25.03 feet;
29. N 54° 58' 57" W a distance of 28.04 feet;
30. N 57° 56' 49" W a distance of 30.20 feet;
31. N 61° 34' 17" W a distance of 32.80 feet;
32. N 66° 40' 06" W a distance of 25.01 feet to a point on line 1-4 of Washingtons Day Lode, US Mineral Survey 11885;

thence along said line 1-4 N 39° 23' 17" E a distance of 633.47 feet to corner No. 4 of said Washingtons Day Lode;

thence along line 4-3 of said Washingtons Day Lode N 45° 12' 18" W a distance of 150.58 feet to corner No. 3 of said Washingtons Day Lode;

thence N 40° 53' 21" W a distance of 1,096.94 feet;

thence N 47° 01' 18" E a distance of 320.86 feet;

thence N 42° 58' 23" W a distance of 169.95 feet;

thence S 47° 00' 48" W a distance of 314.68 feet;

thence N 40° 53' 21" W a distance of 710.26 feet to the Point of Beginning,

EXCEPT the Denver Lode, US Mineral Survey 745, total parcel containing 100.5 acres gross, 95.35 acres net more or less.

Lake Gulch Whiskey Resort Annexation No.2

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $69^{\circ}30'48''$ E a distance of 3,617.79 feet to the point of intersection of line 3-4 of the Clay County Lode, US Mineral Survey No. 360 with line 4-1 of the Williams Crossing Lode, US Mineral Survey No. 15824 being the Point of Beginning.

Thence S $40^{\circ}53'21''$ E along the City of Black Hawk Boundary a distance of 710.26 feet;

thence N $47^{\circ}00'48''$ E a distance of 314.68 feet;

thence S $42^{\circ}58'23''$ E a distance of 169.95 feet;

thence S $47^{\circ}01'18''$ W a distance of 320.86 feet;

thence S $40^{\circ}53'21''$ E a distance of 1096.94 feet to corner No. 3 of the Washingtons Day Lode, US Mineral Survey 11885;

thence along line 3-2 of said Washingtons Day Lode S $39^{\circ}23'18''$ W a distance of 664.25 feet to a point on the easterly edge of Lake Gulch Road, County Road 6;

thence along said easterly edge the following 42 courses:

1. N $48^{\circ}28'12''$ W a distance of 24.56 feet;
2. N $50^{\circ}23'24''$ W a distance of 26.25 feet;
3. N $53^{\circ}50'43''$ W a distance of 25.59 feet;
4. N $53^{\circ}43'00''$ W a distance of 33.90 feet;
5. N $52^{\circ}37'45''$ W a distance of 28.19 feet;
6. N $51^{\circ}12'12''$ W a distance of 30.55 feet;
7. N $49^{\circ}32'52''$ W a distance of 30.52 feet;
8. N $48^{\circ}21'34''$ W a distance of 28.91 feet;
9. N $47^{\circ}37'34''$ W a distance of 28.24 feet;
10. N $45^{\circ}09'35''$ W a distance of 27.49 feet;
11. N $43^{\circ}31'15''$ W a distance of 28.13 feet;

12. N 42° 12' 45" W a distance of 27.54 feet;
13. N 38° 01' 46" W a distance of 25.88 feet;
14. N 34° 08' 31" W a distance of 30.46 feet;
15. N 37° 44' 53" W a distance of 28.83 feet;
16. N 42° 43' 23" W a distance of 30.25 feet;
17. N 43° 58' 04" W a distance of 27.96 feet;
18. N 45° 20' 47" W a distance of 27.74 feet;
19. N 49° 06' 25" W a distance of 26.55 feet;
20. N 51° 35' 16" W a distance of 26.06 feet;
21. N 59° 58' 24" W a distance of 29.16 feet;
22. N 61° 25' 24" W a distance of 33.52 feet;
23. N 61° 44' 13" W a distance of 33.59 feet;
24. N 59° 21' 59" W a distance of 26.42 feet;
25. N 49° 29' 24" W a distance of 26.70 feet;
26. N 37° 52' 45" W a distance of 31.32 feet;
27. N 30° 56' 40" W a distance of 24.48 feet;
28. N 29° 24' 22" W a distance of 27.32 feet;
29. N 33° 48' 48" W a distance of 27.44 feet;
30. N 38° 52' 14" W a distance of 38.09 feet;
31. N 46° 02' 34" W a distance of 25.97 feet;
32. N 47° 57' 34" W a distance of 35.15 feet;
33. N 47° 25' 27" W a distance of 31.08 feet;
34. N 43° 51' 36" W a distance of 31.28 feet;
35. N 39° 40' 26" W a distance of 30.10 feet;
36. N 41° 30' 58" W a distance of 32.61 feet;
37. N 41° 29' 04" W a distance of 32.31 feet;
38. N 41° 52' 51" W a distance of 35.65 feet;
39. N 42° 17' 50" W a distance of 25.71 feet;

40. N 44° 56' 55" W a distance of 26.51 feet;
41. N 47° 16' 09" W a distance of 32.58 feet;
42. N 44° 25' 34" W a distance of 5.81 feet to the point of intersection with line 4-3 of the
Tariff Lode, US Mineral Survey No. 966;
thence N 47° 01' 18" E along said line 4-3 of said Tariff Lode a distance of 1068.76 feet to
corner No. 3 of said Tariff Lode;
thence N 42° 58' 23" W along line 3-2 of said Tariff Lode a distance of 149.95 feet to corner No.
2 of said Tariff lode;
thence S 47° 00' 48" W along line 2-1 of said Tariff Lode a distance of 367.57 feet to the point of
intersection with line 2-3 of the Williams Lode, US Mineral Survey No. 15824;
thence N 47° 53' 26" W along said line 2-3 of said Williams Lode a distance of 660.81 feet to the
point of intersection with line 6-5 of the East Clay County Lode, US Mineral Survey No. 18776;
thence S 17° 31' 51" W along said line 6-5 of said East Clay County Lode a distance of 88.60
feet to the point of intersection with line 3-2 of the Clay County Lode, US Mineral Survey No.
329A;
thence N 51° 26' 36" W along said line 3-2 of said Clay County Lode a distance of 26.56 feet to
corner No. 4 of said Clay County Lode, US Mineral Survey No. 360;
thence N 52° 11' 23" W along line 4-1 of said Clay County Lode, US Mineral Survey No. 360 a
distance of 114.49 feet to corner No. 2 of said Clay County Lode, US Mineral Survey No. 329A;
thence S 37° 28' 00" W along line 2-1 of said Clay County Lode, US Mineral Survey No. 329A a
distance of 547.96 feet to the point of intersection with line 4-1 of the Clay County Lode, US
Mineral Survey No. 329B;
thence N 54° 01' 59" W along said line 4-1 of the Clay County Lode, US Mineral Survey No.
329B a distance of 109.70 feet to corner No. 1 of said Clay County Lode, US Mineral Survey
No. 329B;
thence S 50° 08' 44" W along line 1-2 of said Clay County Lode, US Mineral Survey No. 329B a
distance of 172.25 feet to the point of intersection with the easterly edge of Lake Gulch Road;
thence along said easterly edge of Lake Gulch Road the following 12 courses:
 1. N 52° 05' 43" W a distance of 4.07 feet;
 2. N 50° 32' 17" W a distance of 30.12 feet;
 3. N 48° 45' 27" W a distance of 31.84 feet;
 4. N 48° 19' 15" W a distance of 29.52 feet;
 5. N 44° 59' 11" W a distance of 32.08 feet;

6. N 38° 27' 56" W a distance of 34.04 feet;
7. N 34° 37' 33" W a distance of 32.85 feet;
8. N 32° 21' 41" W a distance of 28.92 feet;
9. N 30° 53' 34" W a distance of 33.92 feet;
10. N 29° 02' 31" W a distance of 37.67 feet;
11. N 28° 29' 34" W a distance of 25.05 feet;
12. N 28° 12' 54" W a distance of 1.33 feet to the point of intersection with line 1-2 of the Caledonia Lode, US Mineral Survey No. MS 519;

thence N 49° 29' 47" E along said line 1-2 of said Caledonia Lode a distance of 724.79 feet to the point of intersection with line 6-5 of the Golden Gad Lode, US Mineral Survey No. 13048;

thence N 31° 43' 33" W along said line 6-5 of said Golden Gad Lode a distance of 50.45 feet to the point of intersection with the east-west centerline of said NW ¼ of said Section 18 and the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said east-west centerline of the NW ¼ and along the City of Black Hawk Patented Boundary a distance of 258.49 feet to the N 1/16th corner on the north-south centerline of said Section 18;

thence N 89° 32' 31" E along the east-west centerline of the NE ¼ of said Section 18 and along the City of Black Hawk Patented Boundary a distance of 246.17 feet to the point of intersection with line 3-4 of the Clay County Lode, US Mineral Survey No. 360;

thence S 27° 50' 26" W along said line 3-4 of said Clay County Lode a distance of 157.91 feet to the point of intersection with line 4-1 of the Williams Crossing Lode, US Mineral Survey No. 15824, the Point of Beginning, containing 29.21 acres more or less.

Lake Gulch Whiskey Resort Annexation No.3

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 00°14'12" E along the east line of the NE ¼ of said Section 13 a distance of 876.53 feet to the point of intersection with the northerly and easterly edge of Lake Gulch Road, County Road 6. Thence along said northerly and easterly edge of Lake Gulch Road the following 66 courses:

1. S 84° 44' 44" E a distance of 13.72 feet;

2. S 85° 15' 25" E a distance of 35.41 feet;
3. S 84° 42' 28" E a distance of 33.69 feet;
4. S 85° 28' 26" E a distance of 32.03 feet;
5. S 86° 21' 19" E a distance of 31.14 feet;
6. S 87° 13' 04" E a distance of 29.82 feet;
7. S 88° 23' 53" E a distance of 29.18 feet;
8. S 88° 24' 09" E a distance of 34.66 feet;
9. S 88° 22' 11" E a distance of 25.20 feet;
10. S 88° 22' 02" E a distance of 36.97 feet;
11. S 89° 43' 04" E a distance of 35.02 feet;
12. N 88° 16' 44" E a distance of 36.59 feet;
13. N 87° 31' 19" E a distance of 26.26 feet;
14. N 85° 29' 19" E a distance of 27.58 feet;
15. N 84° 48' 46" E a distance of 29.08 feet;
16. N 84° 07' 35" E a distance of 28.85 feet;
17. N 82° 03' 23" E a distance of 28.00 feet;
18. N 78° 58' 54" E a distance of 26.68 feet;
19. N 76° 54' 40" E a distance of 25.60 feet;
20. N 77° 08' 36" E a distance of 25.55 feet;
21. N 78° 10' 02" E a distance of 25.48 feet;
22. N 78° 39' 54" E a distance of 37.64 feet;
23. N 79° 54' 14" E a distance of 26.32 feet;
24. N 80° 28' 29" E a distance of 26.01 feet;
25. N 80° 13' 10" E a distance of 25.64 feet;
26. N 82° 00' 47" E a distance of 25.87 feet;
27. N 83° 11' 19" E a distance of 25.72 feet;
28. N 81° 54' 30" E a distance of 25.51 feet;
29. N 80° 36' 50" E a distance of 36.86 feet;

30. N 77° 53' 04" E a distance of 25.17 feet;
31. N 76° 30' 21" E a distance of 26.42 feet;
32. N 74° 45' 56" E a distance of 26.43 feet;
33. N 73° 10' 29" E a distance of 27.05 feet;
34. N 71° 02' 53" E a distance of 28.52 feet;
35. N 69° 29' 32" E a distance of 29.17 feet;
36. N 68° 02' 26" E a distance of 28.70 feet;
37. N 68° 11' 55" E a distance of 28.34 feet;
38. N 68° 11' 21" E a distance of 28.58 feet;
39. N 70° 17' 29" E a distance of 27.99 feet;
40. N 72° 23' 23" E a distance of 26.42 feet;
41. N 72° 28' 10" E a distance of 26.21 feet;
42. N 68° 41' 24" E a distance of 27.08 feet;
43. N 71° 51' 48" E a distance of 27.85 feet;
44. N 74° 45' 31" E a distance of 27.76 feet;
45. N 75° 42' 50" E a distance of 28.93 feet;
46. N 77° 13' 39" E a distance of 29.52 feet;
47. N 78° 51' 11" E a distance of 28.58 feet;
48. N 78° 32' 38" E a distance of 26.85 feet;
49. N 76° 41' 51" E a distance of 25.03 feet;
50. N 79° 17' 59" E a distance of 29.12 feet;
51. N 78° 11' 27" E a distance of 5.49 feet;
52. N 77° 38' 35" E a distance of 34.79 feet;
53. N 77° 18' 33" E a distance of 34.86 feet;
54. N 76° 11' 24" E a distance of 34.36 feet;
55. N 76° 19' 36" E a distance of 34.21 feet;
56. N 75° 55' 53" E a distance of 32.92 feet;
57. N 75° 45' 56" E a distance of 33.64 feet;

- 58. N 77° 56' 07" E a distance of 54.90 feet;
- 59. N 79° 21' 17" E a distance of 32.59 feet;
- 60. N 79° 51' 30" E a distance of 30.19 feet;
- 61. N 81° 04' 54" E a distance of 30.69 feet;
- 62. N 82° 42' 42" E a distance of 26.71 feet;
- 63. N 85° 59' 16" E a distance of 29.83 feet;
- 64. N 87° 30' 36" E a distance of 25.59 feet;
- 65. N 89° 45' 47" E a distance of 26.85 feet;
- 66. S 89° 47' 40" E a distance of 21.27 feet to the point of intersection with line 3-2 of the St. Anthony Lode, US Mineral Survey No. 19174;

thence N 39° 31' 27" E along said line 3-2 of said St. Anthony Lode a distance of 246.50 feet to the point of intersection with line 1-6 of the Susan-Mary Lode, US Mineral Survey No. 694;

thence S 19° 06' 00" E along said line 1-6 of said Susan-Mary Lode a distance of 35.27 feet to corner No. 6 of said Susan-Mary Lode;

thence N 70° 54' 00" E along line 6-5 of said Susan-Mary Lode a distance of 224.97 feet to the point of intersection with the east-west centerline of the NW 1/4 of said Section 18, the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said east-west centerline and City of Black Hawk Patented Boundary a distance of 553.67 feet to the point of intersection with line 4-3 of the Golden Gad Lode, US Mineral Survey No. 13048;

thence S 49° 45' 10" W along said line 4-3 of said Golden Gad Lode a distance of 340.06 feet to corner No. 3 of said Golden Gad Lode;

thence S 63° 17' 40" W along line 3-2 of said Golden Gad Lode a distance of 259.61 feet to the point of intersection with the easterly edge of Lake Gulch Road;

thence along said easterly edge of Lake Gulch Road the following 178 courses:

- 79. S 47° 36' 27" E a distance of 20.45 feet;
- 80. S 37° 01' 46" E a distance of 33.69 feet;
- 81. S 31° 20' 23" E a distance of 35.62 feet;
- 82. S 29° 21' 33" E a distance of 35.80 feet;
- 83. S 28° 33' 24" E a distance of 35.14 feet;
- 84. S 28° 15' 54" E a distance of 26.48 feet;

85. S 28° 12' 54" E a distance of 25.97 feet;
86. S 28° 29' 34" E a distance of 25.05 feet;
87. S 29° 02' 31" E a distance of 37.67 feet;
88. S 30° 53' 34" E a distance of 33.92 feet;
89. S 32° 21' 41" E a distance of 28.92 feet;
90. S 34° 37' 33" E a distance of 32.85 feet;
91. S 38° 27' 56" E a distance of 34.04 feet;
92. S 44° 59' 11" E a distance of 32.08 feet;
93. S 48° 19' 15" E a distance of 29.52 feet;
94. S 48° 45' 27" E a distance of 31.84 feet;
95. S 50° 32' 17" E a distance of 30.12 feet;
96. S 52° 05' 43" E a distance of 32.15 feet;
97. S 51° 09' 16" E a distance of 29.84 feet;
98. S 51° 16' 35" E a distance of 28.26 feet;
99. S 53° 32' 16" E a distance of 26.81 feet;
100. S 54° 36' 48" E a distance of 27.25 feet;
101. S 54° 32' 13" E a distance of 32.80 feet;
102. S 57° 04' 54" E a distance of 26.24 feet;
103. S 58° 48' 15" E a distance of 27.12 feet;
104. S 58° 36' 20" E a distance of 29.13 feet;
105. S 57° 16' 49" E a distance of 30.45 feet;
106. S 57° 52' 07" E a distance of 29.57 feet;
107. S 57° 47' 48" E a distance of 29.54 feet;
108. S 58° 32' 09" E a distance of 30.64 feet;
109. S 58° 55' 55" E a distance of 31.93 feet;
110. S 60° 47' 03" E a distance of 32.05 feet;
111. S 64° 12' 09" E a distance of 30.05 feet;
112. S 66° 59' 32" E a distance of 31.36 feet;

113. S 64° 57' 54" E a distance of 31.74 feet;
114. S 66° 27' 41" E a distance of 30.74 feet;
115. S 62° 36' 41" E a distance of 31.24 feet;
116. S 56° 45' 33" E a distance of 32.71 feet;
117. S 52° 10' 05" E a distance of 34.02 feet;
118. S 47° 33' 12" E a distance of 35.06 feet;
119. S 46° 14' 32" E a distance of 33.54 feet;
120. S 46° 05' 49" E a distance of 31.95 feet;
121. S 47° 24' 34" E a distance of 33.28 feet;
122. S 46° 33' 23" E a distance of 34.15 feet;
123. S 45° 20' 14" E a distance of 34.73 feet;
124. S 45° 05' 49" E a distance of 33.04 feet;
125. S 45° 18' 29" E a distance of 32.28 feet;
126. S 44° 25' 34" E a distance of 31.87 feet;
127. S 47° 16' 09" E a distance of 32.58 feet;
128. S 44° 56' 55" E a distance of 26.51 feet;
129. S 42° 17' 50" E a distance of 25.71 feet;
130. S 41° 52' 51" E a distance of 35.65 feet;
131. S 41° 29' 04" E a distance of 32.31 feet;
132. S 41° 30' 58" E a distance of 32.61 feet;
133. S 39° 40' 26" E a distance of 30.10 feet;
134. S 43° 51' 36" E a distance of 31.28 feet;
135. S 47° 25' 27" E a distance of 31.08 feet;
136. S 47° 57' 34" E a distance of 35.15 feet;
137. S 46° 02' 34" E a distance of 25.97 feet;
138. S 38° 52' 14" E a distance of 38.09 feet;
139. S 33° 48' 48" E a distance of 27.44 feet;
140. S 29° 24' 22" E a distance of 27.32 feet;

141. S 30° 56' 40" E a distance of 24.48 feet;
142. S 37° 52' 45" E a distance of 31.32 feet;
143. S 49° 29' 24" E a distance of 26.70 feet;
144. S 59° 21' 59" E a distance of 26.42 feet;
145. S 61° 44' 13" E a distance of 33.59 feet;
146. S 61° 25' 24" E a distance of 33.52 feet;
147. S 59° 58' 24" E a distance of 29.16 feet;
148. S 51° 35' 16" E a distance of 26.06 feet;
149. S 49° 06' 25" E a distance of 26.55 feet;
150. S 45° 20' 47" E a distance of 27.74 feet;
151. S 43° 58' 04" E a distance of 27.96 feet;
152. S 42° 43' 23" E a distance of 30.25 feet;
153. S 37° 44' 53" E a distance of 28.83 feet;
154. S 34° 08' 31" E a distance of 30.46 feet;
155. S 38° 01' 46" E a distance of 25.88 feet;
156. S 42° 12' 45" E a distance of 27.54 feet;
157. S 43° 31' 15" E a distance of 28.13 feet;
158. S 45° 09' 35" E a distance of 27.49 feet;
159. S 47° 37' 34" E a distance of 28.24 feet;
160. S 48° 21' 34" E a distance of 28.91 feet;
161. S 49° 32' 52" E a distance of 30.52 feet;
162. S 51° 12' 12" E a distance of 30.55 feet;
163. S 52° 37' 45" E a distance of 28.19 feet;
164. S 53° 43' 00" E a distance of 33.90 feet;
165. S 53° 50' 43" E a distance of 25.59 feet;
166. S 50° 23' 24" E a distance of 26.25 feet;
167. S 48° 28' 12" E a distance of 27.86 feet;
168. S 48° 55' 48" E a distance of 29.88 feet;

169. S 51° 44' 53" E a distance of 28.55 feet;
170. S 56° 10' 53" E a distance of 31.14 feet;
171. S 62° 17' 04" E a distance of 31.05 feet;
172. S 66° 41' 03" E a distance of 25.85 feet;
173. S 66° 40' 06" E a distance of 27.06 feet;
174. S 61° 34' 17" E a distance of 32.80 feet;
175. S 57° 56' 49" E a distance of 30.20 feet;
176. S 54° 58' 57" E a distance of 28.04 feet;
177. S 58° 52' 53" E a distance of 25.03 feet;
178. S 62° 37' 03" E a distance of 29.46 feet;
179. S 68° 24' 20" E a distance of 27.25 feet;
180. S 67° 48' 40" E a distance of 31.55 feet;
181. S 69° 00' 03" E a distance of 30.04 feet;
182. S 69° 23' 51" E a distance of 31.51 feet;
183. S 69° 16' 06" E a distance of 30.58 feet;
184. S 69° 40' 34" E a distance of 29.60 feet;
185. S 70° 53' 21" E a distance of 28.11 feet;
186. S 73° 08' 35" E a distance of 28.55 feet;
187. S 76° 41' 49" E a distance of 29.15 feet;
188. S 81° 25' 50" E a distance of 28.60 feet;
189. S 85° 47' 52" E a distance of 28.17 feet;
190. S 85° 57' 08" E a distance of 28.99 feet;
191. S 85° 10' 50" E a distance of 29.44 feet;
192. S 84° 02' 37" E a distance of 25.81 feet;
193. S 82° 55' 20" E a distance of 27.68 feet;
194. S 83° 57' 02" E a distance of 32.67 feet;
195. S 85° 25' 50" E a distance of 33.32 feet;
196. S 87° 06' 51" E a distance of 30.91 feet;

197. N 89° 52' 43" E a distance of 27.50 feet;
198. S 85° 37' 54" E a distance of 30.90 feet;
199. S 75° 08' 14" E a distance of 35.56 feet;
200. S 53° 47' 50" E a distance of 29.23 feet;
201. S 38° 37' 56" E a distance of 34.32 feet;
202. S 18° 09' 05" E a distance of 33.14 feet;
203. S 07° 44' 55" E a distance of 32.64 feet;
204. S 04° 13' 02" E a distance of 31.99 feet;
205. S 00° 41' 58" W a distance of 31.57 feet;
206. S 01° 13' 29" W a distance of 32.44 feet;
207. S 00° 03' 20" E a distance of 32.16 feet;
208. S 02° 47' 46" W a distance of 28.30 feet;
209. S 06° 12' 17" W a distance of 38.26 feet;
210. S 16° 17' 42" W a distance of 37.16 feet;
211. S 24° 29' 21" W a distance of 29.34 feet;
212. S 28° 41' 22" W a distance of 45.06 feet;
213. S 34° 24' 43" W a distance of 30.28 feet;
214. S 40° 01' 56" W a distance of 30.05 feet;
215. S 43° 22' 45" W a distance of 38.41 feet;
216. S 41° 40' 02" W a distance of 34.91 feet;
217. S 37° 13' 45" W a distance of 32.47 feet;
218. S 31° 34' 31" W a distance of 32.66 feet;
219. S 26° 02' 44" W a distance of 35.71 feet;
220. S 24° 24' 12" W a distance of 32.11 feet;
221. S 20° 02' 45" W a distance of 28.30 feet;
222. S 19° 00' 54" W a distance of 35.03 feet;
223. S 15° 53' 59" W a distance of 32.80 feet;
224. S 13° 56' 52" W a distance of 28.35 feet;

- 225. S 13° 41' 03" W a distance of 27.80 feet;
- 226. S 14° 06' 12" W a distance of 47.10 feet;
- 227. S 11° 45' 46" W a distance of 29.86 feet;
- 228. S 13° 18' 52" W a distance of 15.92 feet;
- 229. S 10° 22' 47" W a distance of 30.16 feet;
- 230. S 09° 29' 42" W a distance of 30.12 feet;
- 231. S 11° 50' 43" W a distance of 31.40 feet;
- 232. S 11° 03' 12" W a distance of 31.62 feet;
- 233. S 10° 04' 56" W a distance of 25.34 feet;
- 234. S 11° 08' 36" W a distance of 19.58 feet;
- 235. S 33° 47' 37" E a distance of 7.58 feet;
- 236. S 32° 05' 32" E a distance of 27.59 feet;
- 237. S 44° 08' 01" E a distance of 29.13 feet;
- 238. S 52° 04' 36" E a distance of 27.04 feet;
- 239. S 54° 37' 49" E a distance of 25.73 feet;
- 240. S 54° 46' 58" E a distance of 26.38 feet;
- 241. S 58° 03' 45" E a distance of 30.82 feet;
- 242. S 59° 18' 04" E a distance of 25.17 feet;
- 243. S 63° 19' 05" E a distance of 29.27 feet;
- 244. S 60° 16' 48" E a distance of 30.28 feet;
- 245. S 61° 39' 09" E a distance of 33.01 feet;
- 246. S 61° 28' 38" E a distance of 33.37 feet;
- 247. S 55° 46' 17" E a distance of 29.95 feet;
- 248. S 56° 17' 05" E a distance of 38.86 feet;
- 249. S 51° 45' 51" E a distance of 57.67 feet;
- 250. S 48° 44' 08" E a distance of 91.48 feet;
- 251. S 45° 53' 24" E a distance of 48.20 feet;
- 252. S 43° 37' 26" E a distance of 41.87 feet;

- 253. S 45° 38' 04" E a distance of 24.91 feet;
- 254. S 49° 36' 04" E a distance of 29.00 feet;
- 255. S 53° 53' 44" E a distance of 30.11 feet;
- 256. S 58° 27' 45" E a distance of 15.49 feet to the point of intersection with the south line of the SE ¼ of said Section 18;

thence N 89° 44' 17" W along said south line of said SE ¼ of said Section 18 a distance of 39.68 feet to the point of intersection with the westerly and southerly edge of said Lake Gulch Road;

thence along said westerly and southerly edge of said Lake Gulch Road the following 259 courses:

- 1. N 53° 53' 44" W a distance of 14.21 feet;
- 2. N 49° 36' 04" W a distance of 30.59 feet;
- 3. N 45° 38' 04" W a distance of 26.06 feet;
- 4. N 43° 37' 26" W a distance of 41.82 feet;
- 5. N 45° 53' 24" W a distance of 47.21 feet;
- 6. N 48° 44' 08" W a distance of 90.36 feet;
- 7. N 51° 45' 51" W a distance of 56.22 feet;
- 8. N 56° 17' 05" W a distance of 38.09 feet;
- 9. N 55° 46' 17" W a distance of 28.96 feet;
- 10. N 61° 28' 38" W a distance of 32.24 feet;
- 11. N 61° 39' 09" W a distance of 33.24 feet;
- 12. N 60° 16' 48" W a distance of 29.96 feet;
- 13. N 63° 19' 05" W a distance of 29.46 feet;
- 14. N 59° 18' 04" W a distance of 26.18 feet;
- 15. N 58° 03' 45" W a distance of 31.69 feet;
- 16. N 54° 46' 58" W a distance of 27.04 feet;
- 17. N 54° 37' 49" W a distance of 26.25 feet;
- 18. N 52° 04' 36" W a distance of 29.05 feet;
- 19. N 44° 08' 01" W a distance of 32.98 feet;
- 20. N 32° 05' 32" W a distance of 29.58 feet;

21. N 33° 47' 37" W a distance of 16.35 feet;
22. N 11° 08' 36" E a distance of 28.47 feet;
23. N 10° 04' 56" E a distance of 25.32 feet;
24. N 11° 03' 12" E a distance of 31.96 feet;
25. N 11° 50' 43" E a distance of 31.10 feet;
26. N 09° 29' 42" E a distance of 29.84 feet;
27. N 10° 22' 47" E a distance of 30.89 feet;
28. N 13° 18' 52" E a distance of 16.19 feet;
29. N 11° 45' 46" E a distance of 30.01 feet;
30. N 14° 06' 12" E a distance of 47.47 feet;
31. N 13° 41' 03" E a distance of 27.77 feet;
32. N 13° 56' 52" E a distance of 28.78 feet;
33. N 15° 53' 59" E a distance of 33.77 feet;
34. N 19° 00' 54" E a distance of 35.82 feet;
35. N 20° 02' 45" E a distance of 29.34 feet;
36. N 24° 24' 12" E a distance of 33.26 feet;
37. N 26° 02' 44" E a distance of 37.09 feet;
38. N 31° 34' 31" E a distance of 34.81 feet;
39. N 37° 13' 45" E a distance of 34.41 feet;
40. N 41° 40' 02" E a distance of 36.10 feet;
41. N 43° 22' 45" E a distance of 38.09 feet;
42. N 40° 01' 56" E a distance of 28.32 feet;
43. N 34° 24' 43" E a distance of 28.10 feet;
44. N 28° 41' 22" E a distance of 43.15 feet;
45. N 24° 29' 21" E a distance of 26.96 feet;
46. N 16° 17' 42" E a distance of 33.64 feet;
47. N 06° 12' 17" E a distance of 35.66 feet;
48. N 02° 47' 46" E a distance of 27.09 feet;

49. N 00° 03' 20" W a distance of 31.86 feet;
50. N 01° 13' 29" E a distance of 32.59 feet;
51. N 00° 41' 58" E a distance of 30.52 feet;
52. N 04° 13' 02" W a distance of 30.37 feet;
53. N 07° 44' 55" W a distance of 29.96 feet;
54. N 18° 09' 05" W a distance of 27.17 feet;
55. N 38° 37' 56" W a distance of 27.41 feet;
56. N 53° 47' 50" W a distance of 22.16 feet;
57. N 75° 08' 14" W a distance of 29.40 feet;
58. N 85° 37' 54" W a distance of 28.02 feet;
59. S 89° 52' 43" W a distance of 27.21 feet;
60. N 87° 06' 51" W a distance of 31.81 feet;
61. N 85° 25' 50" W a distance of 33.93 feet;
62. N 83° 57' 02" W a distance of 33.15 feet;
63. N 82° 55' 20" W a distance of 27.67 feet;
64. N 84° 02' 37" W a distance of 25.38 feet;
65. N 85° 10' 50" W a distance of 29.07 feet;
66. N 85° 57' 08" W a distance of 28.87 feet;
67. N 85° 47' 52" W a distance of 29.04 feet;
68. N 81° 25' 50" W a distance of 30.35 feet;
69. N 76° 41' 49" W a distance of 30.74 feet;
70. N 73° 08' 35" W a distance of 29.67 feet;
71. N 70° 53' 21" W a distance of 28.78 feet;
72. N 69° 40' 34" W a distance of 29.91 feet;
73. N 69° 16' 06" W a distance of 30.63 feet;
74. N 69° 23' 51" W a distance of 31.56 feet;
75. N 69° 00' 03" W a distance of 30.35 feet;
76. N 67° 48' 40" W a distance of 31.66 feet;

77. N 68° 24' 20" W a distance of 28.25 feet;
78. N 62° 37' 03" W a distance of 31.29 feet;
79. N 58° 52' 53" W a distance of 26.50 feet;
80. N 54° 58' 57" W a distance of 28.22 feet;
81. N 57° 56' 49" W a distance of 28.94 feet;
82. N 61° 34' 17" W a distance of 31.12 feet;
83. N 66° 40' 06" W a distance of 26.08 feet;
84. N 66° 41' 03" W a distance of 26.69 feet;
85. N 62° 17' 04" W a distance of 33.06 feet;
86. N 56° 10' 53" W a distance of 33.17 feet;
87. N 51° 44' 53" W a distance of 29.94 feet;
88. N 48° 55' 48" W a distance of 30.51 feet;
89. N 48° 28' 12" W a distance of 27.58 feet;
90. N 50° 23' 24" W a distance of 25.21 feet;
91. N 53° 50' 43" W a distance of 24.95 feet;
92. N 53° 43' 00" W a distance of 34.13 feet;
93. N 52° 37' 45" W a distance of 28.67 feet;
94. N 51° 12' 12" W a distance of 31.14 feet;
95. N 49° 32' 52" W a distance of 31.07 feet;
96. N 48° 21' 34" W a distance of 29.28 feet;
97. N 47° 37' 34" W a distance of 28.86 feet;
98. N 45° 09' 35" W a distance of 28.28 feet;
99. N 43° 31' 15" W a distance of 28.69 feet;
100. N 42° 12' 45" W a distance of 28.59 feet;
101. N 38° 01' 46" W a distance of 27.43 feet;
102. N 34° 08' 31" W a distance of 30.52 feet;
103. N 37° 44' 53" W a distance of 27.18 feet;
104. N 42° 43' 23" W a distance of 29.05 feet;

105. N 43° 58' 04" W a distance of 27.46 feet;
106. N 45° 20' 47" W a distance of 26.75 feet;
107. N 49° 06' 25" W a distance of 25.35 feet;
108. N 51° 35' 16" W a distance of 23.97 feet;
109. N 59° 58' 24" W a distance of 27.27 feet;
110. N 61° 25' 24" W a distance of 33.19 feet;
111. N 61° 44' 13" W a distance of 33.99 feet;
112. N 59° 21' 59" W a distance of 28.78 feet;
113. N 49° 29' 24" W a distance of 30.84 feet;
114. N 37° 52' 45" W a distance of 34.89 feet;
115. N 30° 56' 40" W a distance of 26.10 feet;
116. N 29° 24' 22" W a distance of 26.77 feet;
117. N 33° 48' 48" W a distance of 25.62 feet;
118. N 38° 52' 14" W a distance of 35.74 feet;
119. N 46° 02' 34" W a distance of 24.23 feet;
120. N 47° 57' 34" W a distance of 34.89 feet;
121. N 47° 25' 27" W a distance of 31.87 feet;
122. N 43° 51' 36" W a distance of 32.77 feet;
123. N 39° 40' 26" W a distance of 30.55 feet;
124. N 41° 30' 58" W a distance of 32.25 feet;
125. N 41° 29' 04" W a distance of 32.24 feet;
126. N 41° 52' 51" W a distance of 35.49 feet;
127. N 42° 17' 50" W a distance of 25.12 feet;
128. N 44° 56' 55" W a distance of 25.56 feet;
129. N 47° 16' 09" W a distance of 32.68 feet;
130. N 44° 25' 34" W a distance of 32.24 feet;
131. N 45° 18' 29" W a distance of 32.15 feet;
132. N 45° 05' 49" W a distance of 33.03 feet;

133. N 45° 20' 14" W a distance of 34.45 feet;
134. N 46° 33' 23" W a distance of 33.75 feet;
135. N 47° 24' 34" W a distance of 33.36 feet;
136. N 46° 05' 49" W a distance of 32.17 feet;
137. N 46° 14' 32" W a distance of 33.26 feet;
138. N 47° 33' 12" W a distance of 33.92 feet;
139. N 52° 10' 05" W a distance of 32.26 feet;
140. N 56° 45' 33" W a distance of 30.70 feet;
141. N 62° 36' 41" W a distance of 29.38 feet;
142. N 66° 27' 41" W a distance of 30.28 feet;
143. N 64° 57' 54" W a distance of 31.64 feet;
144. N 66° 59' 32" W a distance of 31.51 feet;
145. N 64° 12' 09" W a distance of 31.24 feet;
146. N 60° 47' 03" W a distance of 33.06 feet;
147. N 58° 55' 55" W a distance of 32.37 feet;
148. N 58° 32' 09" W a distance of 30.86 feet;
149. N 57° 47' 48" W a distance of 29.66 feet;
150. N 57° 52' 07" W a distance of 29.67 feet;
151. N 57° 16' 49" W a distance of 30.31 feet;
152. N 58° 36' 20" W a distance of 28.84 feet;
153. N 58° 48' 15" W a distance of 27.42 feet;
154. N 57° 04' 54" W a distance of 27.06 feet;
155. N 54° 32' 13" W a distance of 33.27 feet;
156. N 54° 36' 48" W a distance of 27.44 feet;
157. N 53° 32' 16" W a distance of 27.45 feet;
158. N 51° 16' 35" W a distance of 28.72 feet;
159. N 51° 09' 16" W a distance of 29.69 feet;
160. N 52° 05' 43" W a distance of 32.27 feet;

161. N 50° 32' 17" W a distance of 30.76 feet;
162. N 48° 45' 27" W a distance of 32.27 feet;
163. N 48° 19' 15" W a distance of 30.25 feet;
164. N 44° 59' 11" W a distance of 33.97 feet;
165. N 38° 27' 56" W a distance of 36.03 feet;
166. N 34° 37' 33" W a distance of 34.03 feet;
167. N 32° 21' 41" W a distance of 29.64 feet;
168. N 30° 53' 34" W a distance of 34.55 feet;
169. N 29° 02' 31" W a distance of 38.14 feet;
170. N 28° 29' 34" W a distance of 25.20 feet;
171. N 28° 12' 54" W a distance of 26.03 feet;
172. N 28° 15' 54" W a distance of 26.41 feet;
173. N 28° 33' 24" W a distance of 34.93 feet;
174. N 29° 21' 33" W a distance of 35.27 feet;
175. N 31° 20' 23" W a distance of 34.15 feet;
176. N 37° 01' 46" W a distance of 30.56 feet;
177. N 47° 36' 27" W a distance of 27.50 feet;
178. N 55° 33' 38" W a distance of 30.91 feet;
179. N 61° 36' 30" W a distance of 25.13 feet;
180. N 63° 34' 32" W a distance of 26.32 feet;
181. N 64° 31' 22" W a distance of 25.12 feet;
182. N 67° 22' 05" W a distance of 26.00 feet;
183. N 69° 56' 57" W a distance of 31.66 feet;
184. N 71° 44' 22" W a distance of 26.36 feet;
185. N 73° 18' 40" W a distance of 30.03 feet;
186. N 77° 37' 44" W a distance of 25.62 feet;
187. N 82° 16' 38" W a distance of 26.04 feet;
188. N 88° 32' 40" W a distance of 28.15 feet;

189. S 89° 07' 00" W a distance of 25.28 feet;
190. S 87° 57' 44" W a distance of 28.75 feet;
191. S 89° 11' 41" W a distance of 28.08 feet;
192. S 89° 11' 13" W a distance of 25.02 feet;
193. N 89° 16' 33" W a distance of 25.73 feet;
194. N 89° 47' 40" W a distance of 29.71 feet;
195. S 89° 45' 47" W a distance of 26.33 feet;
196. S 87° 30' 36" W a distance of 24.87 feet;
197. S 85° 59' 16" W a distance of 28.91 feet;
198. S 82° 42' 42" W a distance of 25.77 feet;
199. S 81° 04' 54" W a distance of 30.14 feet;
200. S 79° 51' 30" W a distance of 29.85 feet;
201. S 79° 21' 17" W a distance of 32.22 feet;
202. S 77° 56' 07" W a distance of 54.21 feet;
203. S 75° 45' 56" W a distance of 33.26 feet;
204. S 75° 55' 53" W a distance of 33.03 feet;
205. S 76° 19' 36" W a distance of 34.26 feet;
206. S 76° 11' 24" W a distance of 34.55 feet;
207. S 77° 18' 33" W a distance of 35.14 feet;
208. S 77° 38' 35" W a distance of 34.96 feet;
209. S 78° 11' 27" W a distance of 5.81 feet;
210. S 79° 17' 59" W a distance of 28.84 feet;
211. S 76° 41' 51" W a distance of 24.88 feet;
212. S 78° 32' 38" W a distance of 27.26 feet;
213. S 78° 51' 11" W a distance of 28.33 feet;
214. S 77° 13' 39" W a distance of 28.92 feet;
215. S 75° 42' 50" W a distance of 28.46 feet;
216. S 74° 45' 31" W a distance of 27.02 feet;

- 217. S 71° 51' 48" W a distance of 26.69 feet;
- 218. S 68° 41' 24" W a distance of 27.19 feet;
- 219. S 72° 28' 10" W a distance of 26.92 feet;
- 220. S 72° 23' 23" W a distance of 26.00 feet;
- 221. S 70° 17' 29" W a distance of 27.18 feet;
- 222. S 68° 11' 21" W a distance of 28.17 feet;
- 223. S 68° 11' 55" W a distance of 28.31 feet;
- 224. S 68° 02' 26" W a distance of 28.95 feet;
- 225. S 69° 29' 32" W a distance of 29.75 feet;
- 226. S 71° 02' 53" W a distance of 29.23 feet;
- 227. S 73° 10' 29" W a distance of 27.76 feet;
- 228. S 74° 45' 56" W a distance of 27.07 feet;
- 229. S 76° 30' 21" W a distance of 27.01 feet;
- 230. S 77° 53' 04" W a distance of 25.96 feet;
- 231. S 80° 36' 50" W a distance of 37.64 feet;
- 232. S 81° 54' 30" W a distance of 26.00 feet;
- 233. S 83° 11' 19" W a distance of 25.74 feet;
- 234. S 82° 00' 47" W a distance of 25.30 feet;
- 235. S 80° 13' 10" W a distance of 25.35 feet;
- 236. S 80° 28' 29" W a distance of 25.95 feet;
- 237. S 79° 54' 14" W a distance of 25.97 feet;
- 238. S 78° 39' 54" W a distance of 37.31 feet;
- 239. S 78° 10' 02" W a distance of 25.19 feet;
- 240. S 77° 08' 36" W a distance of 25.31 feet;
- 241. S 76° 54' 40" W a distance of 25.95 feet;
- 242. S 78° 58' 54" W a distance of 27.66 feet;
- 243. S 82° 03' 23" W a distance of 28.99 feet;
- 244. S 84° 07' 35" W a distance of 29.37 feet;

245. S 84° 48' 46" W a distance of 29.34 feet;
 246. S 85° 29' 19" W a distance of 28.10 feet;
 247. S 87° 31' 19" W a distance of 26.80 feet;
 248. S 88° 16' 44" W a distance of 37.12 feet;
 249. N 89° 43' 04" W a distance of 35.66 feet;
 250. N 88° 22' 02" W a distance of 37.23 feet;
 251. N 88° 22' 11" W a distance of 25.20 feet;
 252. N 88° 24' 09" W a distance of 34.65 feet;
 253. N 88° 23' 53" W a distance of 29.41 feet;
 254. N 87° 13' 04" W a distance of 30.21 feet;
 255. N 86° 21' 19" W a distance of 31.47 feet;
 256. N 85° 28' 26" W a distance of 32.34 feet;
 257. N 84° 42' 28" W a distance of 33.73 feet;
 258. N 85° 15' 25" W a distance of 35.41 feet;
 259. N 84° 44' 44" W a distance of 11.88 feet to the point of intersection with the east line of said NE ¼ of said Section 13;
 thence N 00° 14' 12" E along said east line of said NE ¼ of said Section 13 a distance of 22.08 feet to the Point of Beginning containing 8.03 acres more or less.

Lake Gulch Whiskey Resort Annexation No.4

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 77° 17' 58" E a distance of 5,336.50 feet to a point on the easterly edge of Lake Gulch Road, being the Point of Beginning.

Thence S 88° 20' 50" E along the City of Black Hawk Boundary a distance of 663.62 feet to the S 1/16th corner of Sections 17 and 18;

thence S 00° 00' 33" W along the east line of the SE ¼ of said Section 18 a distance of 1312.03 feet to the SE corner of said Section 18;

thence N 89° 44' 17" W along the south line of the SE ¼ of said Section 18 a distance of 387.79 feet to a point on the easterly edge of Lake Gulch Road, County Road 6;

thence along said easterly edge of said Lake Gulch Road the following 32 courses:

1. N 58° 27' 45" W a distance of 15.49 feet;
2. N 53° 53' 44" W a distance of 30.11 feet;
3. N 49° 36' 04" W a distance of 29.00 feet;
4. N 45° 38' 04" W a distance of 24.91 feet;
5. N 43° 37' 26" W a distance of 41.87 feet;
6. N 45° 53' 24" W a distance of 48.20 feet;
7. N 48° 44' 08" W a distance of 91.48 feet;
8. N 51° 45' 51" W a distance of 57.67 feet;
9. N 56° 17' 05" W a distance of 38.86 feet;
10. N 55° 46' 17" W a distance of 29.95 feet;
11. N 61° 28' 38" W a distance of 33.37 feet;
12. N 61° 39' 09" W a distance of 33.01 feet;
13. N 60° 16' 48" W a distance of 30.28 feet;
14. N 63° 19' 05" W a distance of 29.27 feet;
15. N 59° 18' 04" W a distance of 25.17 feet;
16. N 58° 03' 45" W a distance of 30.82 feet;
17. N 54° 46' 58" W a distance of 26.38 feet;
18. N 54° 37' 49" W a distance of 25.73 feet;
19. N 52° 04' 36" W a distance of 27.04 feet;
20. N 44° 08' 01" W a distance of 29.13 feet;
21. N 32° 05' 32" W a distance of 27.59 feet;
22. N 33° 47' 37" W a distance of 7.58 feet;
23. N 11° 08' 36" E a distance of 19.58 feet;
24. N 10° 04' 56" E a distance of 25.34 feet;

25. N 11° 03' 12" E a distance of 31.62 feet;
 26. N 11° 50' 43" E a distance of 31.40 feet;
 27. N 09° 29' 42" E a distance of 30.12 feet;
 28. N 10° 22' 47" E a distance of 30.16 feet;
 29. N 13° 18' 52" E a distance of 15.92 feet;
 30. N 11° 45' 46" E a distance of 29.86 feet;
 31. N 14° 06' 12" E a distance of 47.10 feet;
 32. N 13° 41' 03" E a distance of 24.47 feet to the point of intersection with line 2-3 of the Rickard Lode, US Mineral Survey No. 16283;
- thence N 67° 02' 38" E along said line 2-3 of said Rickard Lode a distance of 945.51 feet to corner No. 3 of said Rickard Lode;
- thence N 23° 02' 09" W along line 3-4 of said Rickard Lode a distance of 150.08 feet to corner No. 4 of said Rickard Lode;
- thence S 67° 01' 09" W along line 4-1 of said Rickard Lode a distance of 153.49 feet to the point of intersection with line 3-4 of the Olivia Lode, US Mineral Survey No. 13916;
- thence S 29° 39' 14" E along said line 3-4 a distance of 131.02 feet to corner No. 4 of said Olivia Lode;
- thence S 60° 16' 49" W along line 4-1 of said Olivia Lode a distance of 150.24 feet to corner No. 1 of said Olivia Lode;
- thence N 29° 41' 13" W along line 1-2 of said Olivia Lode a distance of 148.78 to the point of intersection with said line 4-1 of said Rickard Lode;
- thence S 67° 01' 09" W along said line 4-1 of said Rickard Lode a distance of 497.85 feet to the point of intersection with the easterly line of said Lake Gulch Road;
- thence along said easterly edge of said Lake Gulch Road the following 14 courses:
1. N 31° 34' 31" E a distance of 20.73 feet;
 2. N 37° 13' 45" E a distance of 32.47 feet;
 3. N 41° 40' 02" E a distance of 34.91 feet;
 4. N 43° 22' 45" E a distance of 38.41 feet;
 5. N 40° 01' 56" E a distance of 30.05 feet;
 6. N 34° 24' 43" E a distance of 30.28 feet;
 7. N 28° 41' 22" E a distance of 45.06 feet;

8. N 24° 29' 21" E a distance of 29.34 feet;
9. N 16° 17' 42" E a distance of 37.16 feet;
10. N 06° 12' 17" E a distance of 38.26 feet;
11. N 02° 47' 46" E a distance of 28.30 feet;
12. N 00° 03' 20" W a distance of 32.16 feet;
13. N 01° 13' 29" E a distance of 32.44 feet;
14. N 00° 41' 58" E a distance of 31.57 feet to the Point of Beginning, containing 20.72 acres more or less.

Lake Gulch Whiskey Resort Annexation No.5

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 37° 49' 49" E a distance of 1,154.79 feet to the intersection of line 3-4 of the Annex Lode, US Mineral Survey No. 7799 with the easterly and northerly edge of Lake Gulch Road, County Road 6 being the Point of Beginning.

Thence N 61° 53' 31" E along said line 3-4 of said Annex Lode a distance of 1064.95 feet to the point of intersection with the east-west centerline of the NW ¼ of said Section 18 and the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said east-west centerline of said NW ¼ and City of Black Hawk Patented Boundary a distance of 227.43 feet to the point of intersection with line 1-4 of the St. Anthony Lode, US Mineral Survey No. 19174;

thence S 39° 30' 42" W along said line 1-4 of said St. Anthony Lode a distance of 328.85 feet to the point of intersection with said easterly and northerly edge of Lake Gulch Road;

thence along said easterly and northerly edge of Lake Gulch Road the following 8 courses:

1. S 79° 21' 17" W a distance of 10.12 feet;
2. S 77° 56' 07" W a distance of 54.90 feet;
3. S 75° 45' 56" W a distance of 33.64 feet;
4. S 75° 55' 53" W a distance of 32.92 feet;

5. S 76° 19' 36" W a distance of 34.21 feet;
6. S 76° 11' 24" W a distance of 34.36 feet;
7. S 77° 18' 33" W a distance of 34.86 feet;
8. S 77° 38' 35" W a distance of 27.75 feet to the point of intersection with line 1-2 of the Elizabeth Lode, US Mineral Survey No. 15894;

thence N 39° 23' 46" E along said line 1-2 of said Elizabeth Lode a distance of 249.88 feet to the point of intersection with line 3-2 of the Black Diamond Lode, US Mineral Survey No. 17634;

thence S 63° 58' 12" W along said line 3-2 of said Black Diamond Lode a distance of 827.46 feet to the point of intersection with said easterly and northerly edge of said Lake Gulch Road;

thence along said easterly and northerly edge of said Lake Gulch Road the following 5 courses:

1. S 80° 36' 50" W a distance of 18.54 feet;
2. S 81° 54' 30" W a distance of 25.51 feet;
3. S 83° 11' 19" W a distance of 25.72 feet;
4. S 82° 00' 47" W a distance of 25.87 feet;
5. S 80° 13' 10" W a distance of 22.34 feet to the Point of Beginning containing 2.58 acres more or less.

Lake Gulch Whiskey Resort Annexation No.6

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 20° 56' 43" E a distance of 997.85 feet to the point of intersection of line 3-4 of the Dale Lode, US Mineral Survey No. 13338 with line 2-1 of the Notaway Extension Lode, US Mineral Survey No. 9722 being the Point of Beginning.

thence N 24° 10' 55" E along said line 2-1 of said Notaway Extension Lode a distance of 105.93 feet to the point of intersection with line 1-5 of the Gulch Lode, US Mineral Survey No. 12784;

thence N 36° 25' 58" E along said line 1-5 of said Gulch Lode a distance of 382.53 feet to corner No. 5 of said Gulch Lode;

thence N 52° 39' 02" W along line 5-4 of said Gulch Lode a distance of 83.36 feet to the point of intersection with said Line 2-1 of said Notaway Extension Lode;

thence N 24° 10' 55" E along said Line 2-1 of said Notaway Extension Lode a distance of 36.99 feet to the point of intersection with the east-west centerline of the NW ¼ of said Section 18 and the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said east-west centerline and City of Black Hawk Patented Boundary a distance of 756.52 feet to the point of intersection with line 1-2 of the Annex Lode, US Mineral Survey No. 7799;

thence S 61° 53' 31" W along said line 1-2 of said Annex Lode a distance of 776.77 feet to the point of intersection with line 7-6 of said Dale Lode, US Mineral Survey No. 13338;

thence N 39° 23' 00" E along said line 7-6 of said Dale Lode a distance of 409.81 feet to corner No. 6 of said Dale Lode;

thence N 50° 28' 19" W along line 6-5 of said Dale Lode a distance of 74.00 feet to corner No. 5 of said Dale Lode;

thence N 89° 24' 17" W along line 5-4 of said Dale Lode a distance of 97.24 feet to corner No. 4 of said Dale Lode;

thence S 39° 23' 43" W along line 4-3 of said Dale Lode a distance of 624.77 feet to the Point of Beginning containing 2.35 acres more or less.

Lake Gulch Whiskey Resort Annexation No.7

A parcel of land located in Sections 17 and 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 77° 17' 58" E a distance of 5,336.50 feet to a point on the easterly edge of Lake Gulch Road;

thence S 88° 20' 50" E along the City of Black Hawk Boundary a distance of 663.62 feet to the S 1/16th corner of Sections 17 and 18 being the Point of Beginning.

Thence N 27° 33' 11" W along the City of Black Hawk Boundary a distance of 938.48 feet to corner No. 4 of the Little Mattie Lode, US Mineral Survey No. 970;

thence N 44° 29' 09" E along line 4-3 of said Little Mattie Lode a distance of 1500.03 feet to corner No. 3 of said Little Mattie Lode;

thence N 42° 07' 27" E along the City of Black Hawk Boundary a distance of 980.96 feet to the north-south centerline of the NW ¼ of said Section 17;

thence S 01° 03' 00" E along said north-south centerline of said NW ¼ of said Section 17 a distance of 1273.98 feet to the W 1/16th corner on the east-west centerline of said NW ¼ of Section 17;

thence S 00° 21' 55" E along said north-south centerline of said NW ¼ of said Section 17 a distance of 111.85 feet to the point of intersection with line 1-2 of the Mascot Lode, US Mineral Survey No. 845;

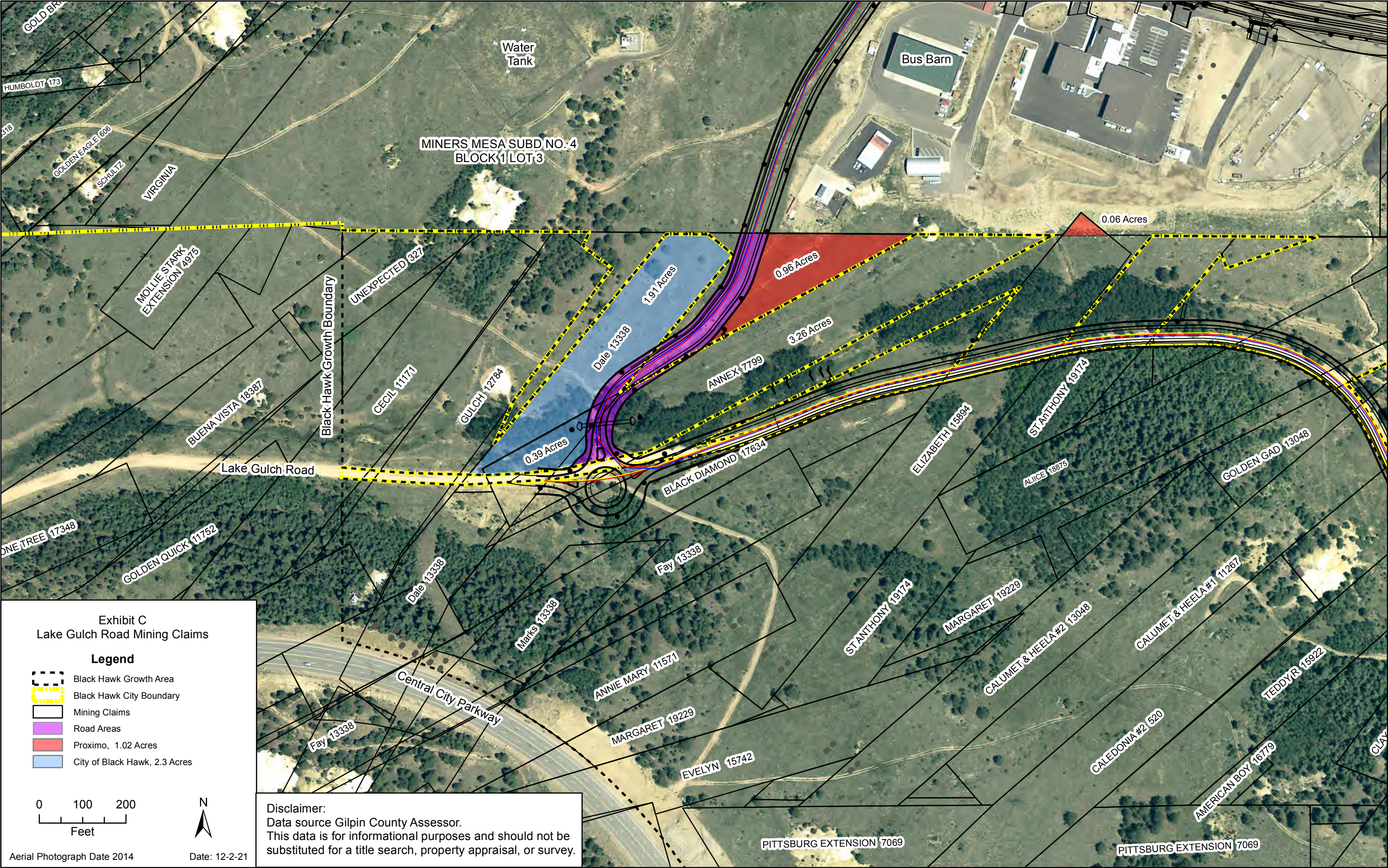
thence S 55° 22' 15" W along said line 1-2 of said Mascot Lode a distance of 100.62 feet to corner No. 2 of said Mascot Lode;

thence S 34° 54' 36" E along line 2-3 of said Mascot Lode a distance of 146.65 feet to the point of intersection with the north-south centerline of the SW ¼ of said Section 17;

thence S 00° 21' 55" E along said north-south centerline of said SW ¼ of said Section 17 a distance of 1034.62 feet to the SW 1/16th corner of said Section 17;

thence S 88° 35' 30" W along the east-west centerline of the SW ¼ of said Section 17 a distance of 1307.15 feet to the S 1/16th corner of Sections 17 and 18, the Point of Beginning containing 63.62 acres more or less.

EXHIBIT C



**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

Resolution No. 87-2021

**TITLE: A RESOLUTION MAKING CERTAIN FINDINGS OF FACT
REGARDING THE PROPOSED ANNEXATION OF A
PARCEL OF LAND TO THE CITY OF BLACK HAWK,
COLORADO, KNOWN AS THE LAKE GULCH WHISKEY
RESORT ANNEXATION**

WHEREAS, a Petition in Annexation was filed with the City Clerk on September 21, 2021, requesting the annexation of certain unincorporated territory located in the County of Gilpin, State of Colorado, otherwise known as the Lake Gulch Whiskey Resort Annexation No. 14, and described in the attached **Exhibit A**;

WHEREAS, said Petition in Annexation was forwarded by the City Clerk to the City Council;

WHEREAS, the City Council of the City of Black Hawk, Colorado, by resolution passed on October 13, 2021, found substantial compliance of said Petition with C.R.S. § 31-12-107(1);

WHEREAS, the City Council of the City of Black Hawk, Colorado, conducted a public hearing on December 8, 2021, as required by law to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 to establish eligibility for annexation of that property described in Exhibit A;

WHEREAS, public notice of such public hearing was published once a week for four (4) consecutive weeks and notice by registered mail was given to the Clerk of the Board of County Commissioners, the County Attorney, the school district and to any special district having territory in the area to be annexed as required by law;

WHEREAS, the public hearing on said annexation Petitions was conducted in accordance with the requirements of the law; and

WHEREAS, pursuant to C.R.S. § 31-12-110, the City Council, sitting as the governing body of the City of Black Hawk, Colorado, is required to set forth its findings of fact and its conclusion as to the eligibility for annexation to the City of Black Hawk of the property described in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. With regard to the annexation of the territory described in **Exhibit A**, attached hereto and incorporated herein, the applicable provisions of C.R.S. § 31-12-104 have been met in that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the City; and therefore, because of such contiguity, a community of interest exists between the territory proposed to be annexed and the City; the territory proposed to be annexed is urban or will be urbanized in the near future, and the territory proposed to be annexed is integrated or is capable of being integrated with the City.

Section 2. The applicable provisions of C.R.S. § 32-12-105 have been met in that no land held in identical ownership has been divided or included without written consent of the owner thereof; that no annexation proceedings have been commenced by another municipality; that the annexation will not result in the detachment of area from a school district; that the annexation will not result in the extension of a municipal boundary more than three (3) miles; that the City has in place a plan for said three-mile area; and that in establishing the boundaries of the area to be annexed the entire width of any street or alley is included within the area annexed.

Section 3. An annexation election is not required under C.R.S. § 31-12-107(2) and that no additional terms or conditions are to be imposed upon the area to be annexed other than as contained in the Annexation Agreement, a copy of which is attached hereto and incorporated herein as **Exhibit B**.

Section 4. The Annexation Agreement between the City of Black Hawk and Proximo Distillers, LLC, is hereby approved and the Mayor and City Clerk are authorized and directed to execute the same.

Section 5. The property described in the attached Exhibit A is eligible for annexation to the City of Black Hawk and all requirements of law have been met for such annexation, including the requirements of C.R.S. §§ 31-12-104 and 31-12-105, as amended.

Section 6. An ordinance annexing to the City of Black Hawk that property described in the attached Exhibit A shall be considered by this City Council pursuant to C.R.S. § 31-12-111.

Section 7. Effective Date. This Resolution shall take effect upon adoption by the City Council. However, by operation of C.R.S. § 31-12-113(2), the annexation will not become effective until the City Clerk completes the filings required by statute.

RESOLVED AND PASSED this 8th day of December, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

EXHIBIT A

Lake Gulch Whiskey Resort Annexation No. 14

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $30^{\circ}07'02''$ E a distance of 580.34 feet to the point of intersection of line 1-2 of the Black Diamond Lode, US Mineral Survey No. 17634 with line 2-3 of the Fay Lode, US Mineral Survey No. 13338 being the Point of Beginning.

thence N $26^{\circ}04'04''$ W along said line 1-2 of said Black Diamond Lode a distance of 80.46 feet to the point of intersection with line 1-7 of the Dale Lode, US Mineral Survey No. 13338;

thence N $26^{\circ}54'00''$ E along said line 1-7 of said Dale Lode a distance of 4.46 feet to corner No. 7 of said Dale Lode;

thence N $39^{\circ}29'28''$ E along line 7-6 of said Dale Lode a distance of 160.32 feet to line 2-3 of said Black Diamond Lode;

thence N $63^{\circ}58'12''$ E along said line 2-3 of said Black Diamond Lode a distance of 446.58 feet to the point of intersection with the southerly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of Lake Gulch Road the following 34 courses:

1. N $83^{\circ}11'19''$ E a distance of 23.36 feet;
2. N $81^{\circ}54'30''$ E a distance of 26.00 feet;
3. N $80^{\circ}36'50''$ E a distance of 37.64 feet;
4. N $77^{\circ}53'04''$ E a distance of 25.96 feet;
5. N $76^{\circ}30'21''$ E a distance of 27.01 feet;
6. N $74^{\circ}45'56''$ E a distance of 27.07 feet;
7. N $73^{\circ}10'29''$ E a distance of 27.76 feet;
8. N $71^{\circ}02'53''$ E a distance of 29.23 feet;
9. N $69^{\circ}29'32''$ E a distance of 29.75 feet;
10. N $68^{\circ}02'26''$ E a distance of 28.95 feet;
11. N $68^{\circ}11'55''$ E a distance of 28.31 feet;
12. N $68^{\circ}11'21''$ E a distance of 28.17 feet;

13. N 70° 17' 29" E a distance of 27.18 feet;
14. N 72° 23' 23" E a distance of 26.00 feet;
15. N 72° 28' 10" E a distance of 26.92 feet;
16. N 68° 41' 24" E a distance of 27.19 feet;
17. N 71° 51' 48" E a distance of 26.69 feet;
18. N 74° 45' 31" E a distance of 27.02 feet;
19. N 75° 42' 50" E a distance of 28.46 feet;
20. N 77° 13' 39" E a distance of 28.92 feet;
21. N 78° 51' 11" E a distance of 28.33 feet;
22. N 78° 32' 38" E a distance of 27.26 feet;
23. N 76° 41' 51" E a distance of 24.88 feet;
24. N 79° 17' 59" E a distance of 14.47 feet;
25. N 79° 17' 59" E a distance of 14.37 feet;
26. N 78° 11' 27" E a distance of 5.81 feet;
27. N 77° 38' 35" E a distance of 7.14 feet;
28. N 77° 38' 35" E a distance of 27.82 feet;
29. N 77° 18' 33" E a distance of 35.14 feet;
30. N 76° 11' 24" E a distance of 34.55 feet;
31. N 76° 19' 36" E a distance of 34.26 feet;
32. N 75° 55' 53" E a distance of 33.03 feet;
33. N 75° 45' 56" E a distance of 33.26 feet;
34. N 77° 56' 07" E a distance of 37.18 feet to the point of intersection with line 1-4 of the St. Anthony Lode, US Mineral Survey No. 19174;

thence S 39° 30' 42" W along said line 1-4 of said St. Anthony Lode a distance of 392.10 feet to the point of intersection with line 3-4 of the Alice Lode, US Mineral Survey No. 18785;

thence N 63° 23' 00" E along said line 3-4 of said Alice Lode a distance of 371.35 feet to the point of intersection with line 3-2 of said St. Anthony Lode;

Thence N 39° 31' 27" E along said line 3-2 of said St. Anthony Lode a distance of 210.07 feet to the point of intersection with said southerly edge of Lake Gulch Road, County Road 6;

thence along said southwesterly edge of Lake Gulch Road the following 18 courses:

1. S 89° 47' 40" E a distance of 26.55 feet;
2. S 89° 16' 33" E a distance of 25.73 feet;
3. N 89° 11' 13" E a distance of 25.02 feet;
4. N 89° 11' 41" E a distance of 28.08 feet;
5. N 87° 57' 44" E a distance of 28.75 feet;
6. N 89° 07' 00" E a distance of 25.28 feet;
7. S 88° 32' 40" E a distance of 28.15 feet;
8. S 82° 16' 38" E a distance of 26.04 feet;
9. S 77° 37' 44" E a distance of 25.62 feet;
10. S 73° 18' 40" E a distance of 30.03 feet;
11. S 71° 44' 22" E a distance of 26.36 feet;
12. S 69° 56' 57" E a distance of 31.66 feet;
13. S 67° 22' 05" E a distance of 26.00 feet;
14. S 64° 31' 22" E a distance of 25.12 feet;
15. S 63° 34' 32" E a distance of 26.32 feet;
16. S 61° 36' 30" E a distance of 25.13 feet;
17. S 55° 33' 38" E a distance of 30.91 feet;
18. S 47° 36' 27" E a distance of 0.69 feet to the point of intersection with line 3-2 of the Golden Gad Lode, US Mineral Survey No. 13048;

thence S 63° 17' 40" W along said line 3-2 of said Golden Gad Lode a distance of 722.08 feet to corner No. 2 of said Golden Gad Lode;

thence S 31° 40' 56" E along line 2-1 of said Golden Gad Lode a distance of 95.57 feet to the point of intersection with line 2-1 of the Calumet and Hecla No. 2 Lode, US Mineral Survey No. 13048;

thence S 48° 55' 49" W along said line 2-1 of said Calumet and Hecla Lode a distance of 61.79 feet to the point of intersection with line 3-4 of the Margaret Lode, US Mineral Survey No. 19229;

thence N 21° 01' 44" W along said line 3-4 of said Margaret Lode a distance of 114.04 feet to corner No. 4 of said Margaret Lode;

thence S 69° 01' 22" W along line 4-1 of said Margaret Lode a distance of 186.95 feet to the point of intersection with line 3-2 of said St. Anthony Lode;

thence N 39° 31' 27" E along said line 3-2 of said St. Anthony Lode a distance of 73.31 feet to the point of intersection with line 1-2 of said Alice Lode;

thence S 63° 22' 25" W along said line 1-2 of said Alice Lode a distance of 53.94 feet to corner No. 2 of said Alice Lode;

thence N 26° 45' 28" W along line 2-3 of said Alice Lode a distance of 140.24 feet to the point of intersection with said line 1-4 of said St. Anthony Lode;

thence S 39° 30' 42" W along said line 1-4 of said St. Anthony Lode a distance of 345.75 feet to the point of intersection with said line 4-1 of said Margaret Lode;

thence S 69° 01' 22" W along said line 4-1 of said Margaret Lode a distance of 16.29 feet to the point of intersection with line 3-4 of said Elizabeth Lode;

thence S 39° 23' 48" W along said line 3-4 of said Elizabeth Lode a distance of 272.15 feet to corner No. 4 of said Elizabeth Lode;

thence N 50° 27' 18" W along line 4-1 of said Elizabeth Lode a distance of 148.43 feet to the point of intersection with line 4-3 of the Annie Mary Lode, US Mineral Survey No. 11571;

thence N 62° 32' 35" E along line 4-3 of said Annie Mary Lode a distance of 221.31 feet to corner No. 3 of said Annie Mary Lode;

thence N 27° 32' 41" W along line 3-2 of said Annie Mary Lode a distance of 149.99 feet to corner No. 2 of said Annie Mary Lode;

thence S 62° 32' 35" W along line 2-1 of said Annie Mary Lode a distance of 607.56 feet to the point of intersection with the northeasterly right-of-way of the Central City Parkway;

thence along a non-tangent curve concave to the southwest an arc distance of 13.72 feet, a delta angle of 00° 44' 55", having a radius of 1050.00 feet, and whose long chord bears N 62° 43' 25" W a distance of 13.72 feet to the point of intersection with line 5-4 of the Marks Lode, US Mineral Survey No. 13338;

thence N 44° 35' 21" E along said line 5-4 of said Marks Lode a distance of 80.14 feet to the point of intersection with line 1-4 of the Fay Lode, US Mineral Survey No. 13338;

thence N 60° 43' 32" E along said line 1-4 of said Fay Lode a distance of 714.47 feet to corner No. 4 of said Fay Lode;

thence N 29° 20' 48" W along line 4-3 of said Fay Lode a distance of 150.66 feet to corner No. 3 of said Fay Lode;

thence S 60° 42' 01" W along line 3-2 of said Fay Lode a distance of 442.61 feet to the point of intersection with line 4-3 of the Marks Lode, US Mineral Survey No. 13338;

thence S 86° 28' 49" W along said line 4-3 of said Marks Lode a distance of 122.51 feet to corner No. 3 of said Marks Lode;

thence S 44° 22' 49" W along line 3-2 of said Marks Lode a distance of 189.62 feet to the point of intersection with line 4-1 of said Black Diamond Lode;

thence S 60° 42' 01" W along said line 4-1 of said Black Diamond Lode a distance of 120.71 feet to the Point of Beginning, containing 11.43 Acres, more or less.

Exhibit B
Annexation Agreement

**COMBINED ANNEXATION AGREEMENT REGARDING THE SO-CALLED
"BULGE" PROPERTY AND FIRST AMENDMENT TO PREVIOUS ANNEXATION
AGREEMENT BETWEEN THE CITY AND PROXIMO DISTILLERS, LLC**

THIS COMBINED ANNEXATION AGREEMENT REGARDING THE SO-CALLED "BULGE" PROPERTY AND FIRST AMENDMENT TO PREVIOUS ANNEXATION AGREEMENT (collectively this "Agreement") is made and entered into as of the ____ day of _____, 2021 by and between PROXIMO DISTILLERS, LLC (hereinafter referred to as the "Property Owner"), and the CITY OF BLACK HAWK, a home rule municipal corporation of the State of Colorado (hereinafter referred to as the "City" and, collectively with the Property Owner, as the "Parties").

A. The Property Owner is the owner of certain real property (the "Property") situated in the County of Gilpin, State of Colorado, which Property is described in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. The Property Owner desires to have the Property annexed to the City.

C. In addition, the Parties have previously entered into that Annexation Agreement dated March 17, 2020 and recorded in the public records of Gilpin County on April 14, 2020 as Reception Number 165905 (the "Previous Annexation Agreement") regarding the property more particularly described in **Exhibit B**, attached hereto, and incorporated herein by this reference, by which the City annexed other property owned by the Property Owner, and the Parties desire to amend the provisions of the Previous Annexation Agreement only as more particularly described in Section 4.c. of this Agreement. All other provisions of this Agreement solely relate to the annexation of the Property.

D. The City wishes to annex the Property in a series of annexations, and zone the Property into the City, and shall consider the annexation petitions and zoning application for the Property upon the condition that this Agreement is approved by the City and is executed by the City and the Property Owner.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the City and the Property Owner hereby agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.

2. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by the Property Owner upon annexation and initial development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the City of Black Hawk Zoning Ordinance and Subdivision Regulations, as amended, any and all state statutes, and the City of Black Hawk Home Rule Charter and the ordinances of the City.

3. Definitions. As used in this Agreement, the following terms shall have the meanings indicated:

a. *Annexation Ordinance(s)*. An ordinance or ordinances of the City annexing the Property, or any portion thereof, to the City.

b. *Effective Date of Annexation*. As set forth in Section 5 hereof.

c. *Legal Challenge*. For purposes of this Agreement, either of the following will constitute a Legal Challenge: (i) any third party commences any legal proceeding, request for reconsideration pursuant to C.R.S. § 31-12-116, or other action that directly or indirectly challenges (A) this Agreement or (B) the annexation and/or initial zoning of the Property; or (ii) any third party submits a petition for a referendum or other challenge seeking to reverse or nullify any such ordinances or actions.

d. *Zoning Ordinance*. An ordinance or ordinances zoning the Property, or any portion thereof.

4. Zoning and Development.

a. Zoning. The Property Owner is entering into this Agreement and is undertaking the obligations imposed upon the Property Owner herein in reliance upon the City's adoption of certain ordinances annexing the Property into the City and the taking of the following additional actions more particularly described in Section 4.b. regarding the permitted development of the Property.

b. Permitted Development. All development of the Property shall be conducted in accordance with this Agreement, City ordinances and regulations, and applicable state and federal law and regulations. The Property Owner specifically agrees that the design, improvement, construction, development, and use of the Property shall be in conformance with, and that the Property Owner shall comply with, all City ordinances and resolutions, including, without limitation, ordinances and resolutions pertaining to annexation, subdivision, zoning, storm drainage, utilities, and flood control. The City shall allow and permit the development of the Property upon submission of proper application and payment of fees imposed by City ordinances and regulations. In the case of conflict between City ordinances and regulations and the terms of this Agreement, this Agreement shall control. Specifically, the Parties agree that all development of the Property shall be conducted in accordance with the Lake Gulch Whiskey Resort Planned Unit Development Amendment 1 (the "PUD Amendment 1"), approved by the City by ordinance concurrently with the approval of the annexation of the Property and this Agreement.

c. Application to Previous Annexation Agreement. The City and Property Owner specifically agree that the PUD Amendment 1 is and shall be the zoning applicable to the Previous Annexation Agreement, and the PUD Amendment 1 is and shall be deemed an amendment to the Previous Annexation Agreement.

5. Effective Date of Annexation. The annexation of the Property to the City shall become effective upon the filing of the Annexation Ordinance(s) and map(s) with the Clerk & Recorder of Gilpin County, Colorado, pursuant to C.R.S. § 31-12-113(2). The City shall make such filing upon the last to occur of the following, and not otherwise:

- a. Final approval of the Annexation Ordinance(s);
 - b. Final approval of the Zoning Ordinance; and
 - c. Expiration of the time for a Legal Challenge to the Annexation Ordinance(s) or the Zoning Ordinance.
6. City Fees.
- a. Administrative Fee. The Property Owner hereby agrees to pay the City the actual cost plus fifteen percent (15%) to defray the administrative and review expenses of the City, and for planning, engineering, surveying, and legal services rendered in connection with the review of the annexation of the Property, which costs shall be the City's reasonable and documented actual costs, not including any costs incurred before January 3, 2020, and which will be invoiced to the Property Owner on a monthly basis by the City Manager. In addition, the Property Owner shall reimburse the City for the actual cost of making corrections or additions to the official City Map, with a fee for recording such map, if necessary, and accompanying documents with the Clerk & Recorder of Gilpin County, Colorado.
 - b. Impact Fees/Cash in Lieu of Land Dedication. The City as an inducement to the annexation of the Property hereby waives the imposition of the City's Parking Impact Fee otherwise required by Article VI of Chapter 4 of the Black Hawk Municipal Code, and further waives the imposition of the Fire and Police Protection Impact Fee otherwise required by Article VII of Chapter 4 of the Black Hawk Municipal Code.
 - c. Enforcement; Amendment. The City may withhold any plat approval or withhold the issuance of any permits for construction or occupancy for failure to pay City fees as provided herein. All fees recited in this Agreement shall be subject to amendment by the City Council by ordinance so long as any amendment is City-wide and generally applicable. Any amendment to such fees shall be incorporated into this Agreement as if originally set forth herein.
7. Summary Exhibit Depicting Land Exchange. The Parties agree that **Exhibit C**, attached hereto and incorporated herein by this reference, depicts the land exchange more particularly described in Section 8.
8. Land Exchange. The City and the Property Owner completed a property exchange whereby the City granted to the Property Owner a portion of the Dale Lode and a portion of the Annex Lode, and the Property Owner granted to the City a portion of Government Lot 122 and a portion of the Elizabeth Lode. This property exchange is in lieu of and satisfies any open space dedication requirement which the City could otherwise have made a condition of annexation or subdivision of the Property.
9. Dedication of Property for Miners Road and Lake Gulch Road. In addition to the obligations set forth in the Previous Annexation Agreement, Property Owner agrees to dedicate to the City all road right-of-way in fee simple, plus necessary permanent easements, and, if necessary,

temporary construction easements to accomplish the construction of both the Miners Road Extension Nos. 1 and 2 and Lake Gulch Road to serve the project as contemplated by the approved PUD Amendment 1. Such road right-of-way and necessary permanent easements shall be conveyed by separate document upon request of the City, and Property Owner further agrees to provide the temporary construction easements on Property Owner's property if necessary to allow the construction of Miners Road and Lake Gulch Road. Such temporary easements may be necessary, for example, if the City is the entity causing construction of the roads across the Property Owner's property.

10. Utilities.

a. Water Service. Upon annexation, the City shall provide municipal domestic water service to the Property in accordance with the uses authorized by the City's approval of the PUD Amendment 1 and the water service needs of such uses at full build-out of such PUD.

b. Sewer Service. The Property Owner shall be required to apply to the Black Hawk-Central City Sanitation District (the "Sanitation District") for inclusion into the Sanitation District's service area and corresponding service by the Sanitation District in accordance with the Rules, Regulations, and Resolutions in effect for the entire Sanitation District at the time of subdivision application.

c. Water Tap and System Development Fees. Based on the proposed uses for the Property in accordance with the PUD Amendment 1, the Property Owner shall require an appropriately sized water tap and the construction of water infrastructure to serve the Property consistent with the provisions of Section 10.c. of the Previous Annexation Agreement, which provisions are incorporated herein by reference.

d. Undergrounding of Utilities. The Property Owner shall be obligated to construct underground all utilities constructed pursuant to this Agreement and necessary to serve the Property.

e. Easements. The Property Owner agrees to dedicate to the City by plat all utility easements within the Property and elsewhere as necessary to provide for the location of water distribution, collection, and transmission lines and related facilities.

11. Other Terms and Condition of Annexation.

a. Exclusion from Timberline Fire Protection District. The Parties acknowledge that the Property Owner has commenced proceedings to exclude the Property, as well as the "Property" as defined in the Previous Annexation Agreement, from the boundaries of the Timberline Fire Protection District ("TFPD"), and TFPD has scheduled a hearing to consider such exclusion.

b. ESTIP Rebate. The City will rebate to the Property Owner twenty-five percent (25%) of taxes collected on the Property under the Enhanced Sales Tax Incentive Program for the purpose of assisting the Property Owner in operation of shuttle service to bring

guests to and from the Property to shuttle stops located in the City, should the Property Owner elect to operate such service at any time.

c. Use Tax Rebates. The provisions of section 11(b) of the Previous Annexation Agreement shall be read to include the Property in addition to the "Property" as defined in the Previous Annexation Agreement.

d. Participation Agreements. The provisions of section 11(e) of the Previous Annexation Agreement are incorporated herein by reference.

e. Further Cooperation. The provisions of section 11(g) of the Previous Annexation Agreement are incorporated herein by reference.

12. Vested Rights.

a. Waiver. The Property Owner waives any prior vested property rights acquired in Gilpin County so long as the Property remains annexed into the City.

b. Vested Rights Created. Consistent with the purpose of this Agreement, the Parties hereby agree that the Annexation and Zoning Ordinances shall constitute a "site specific development plan" as defined in C.R.S. §24-68-102(4); that certain rights shall be vested property rights as provided in this Agreement; and that the Property Owner and its designated successors and assigns shall have a vested property right to undertake and complete development and use of the Property as provided in this Agreement. The rights and obligations under this Agreement shall vest in the Property Owner and its designated successors and assigns as benefits and burdens to the land and shall run with title to the land.

c. Rights That are Vested. Only the rights that are identified herein shall constitute vested property rights under this Agreement. These rights are as follows:

- i. The right to be protected against the City initiating any zoning action to reduce the zoning entitlements granted upon annexation of the Property as more particularly described in Section 4;
- ii. The right to develop the Property and engage in land uses in the manner and to the extent set forth on the terms and conditions set forth herein;
- iii. The right to continue and complete development of the Property with conditions, standards, dedications, and requirements that are no more onerous than those then being imposed by the City on other developers within the City's municipal boundaries on a reasonably uniform and consistent basis, except to the extent such conditions, standards, dedications, and requirements conflict with the terms and conditions of this Agreement, in which event this Agreement shall control;
- iv. The right to be protected against the City approving a special or metropolitan taxing district that includes within its boundaries all or any portion of the Property, without the written consent of the Property Owner first being obtained in each instance,

except that this provision shall not apply if the boundaries of the taxing district include the entire municipal boundaries of the City and if the creation of such a taxing district is approved by the entire electorate of the City; and

- v. The City will support the Property Owner's establishment of a metropolitan district, implementation of a public improvement fee, and/or application for any state or federal incentive programs, including, but not limited to, private activity bonds.

d. Term of Vested Rights. The rights identified in this Section shall continue and have a duration until three (3) years after the date hereof and shall be applicable not just to the Property but also to the "Property" as defined in the Previous Annexation Agreement. Extension of this period of vesting may be granted by the City in its sole discretion, upon request of the Property Owner or its designated successors and assigns.

e. Compliance with General Regulations. The establishment of the rights vested under this Agreement shall not preclude the application of City regulations of general applicability including, but not limited to, building, fire, plumbing, engineering, electrical, and mechanical codes, or the application of regional, state, or federal regulations, as all of the foregoing exist on the date of this Agreement or may be enacted or amended after the date hereof, except as otherwise provided herein. The Property Owner does not waive its rights to oppose adoption of any such regulations and shall expressly not be obligated to annex into or otherwise submit to the authority of any local improvement districts.

13. Remedies.

a. The Property Owner's remedies against the City for the City's breach of this Agreement include: (i) breach of contract claims; and (ii) specific performance of the non-legislative obligations of the City as set forth herein.

b. The City's remedies against the Property Owner for the Property Owner's breach of this Agreement include:

- i. The refusal to issue any building permit or certificate of occupancy;
- ii. A demand that the security given for the completion of the public improvements be paid or honored; and
- iii. Any other remedy available at law, with the exception of specific performance to compel the Property Owner to develop, construct, maintain, or operate all or any portion of the Lake Gulch Whiskey Resort, or damages for the Property Owner's failure to do so, to the extent that the Property Owner determines in its sole discretion that such development, construction, maintenance, or operation is not commercially practicable.

c. Rights to Cure. Should any Party fail to comply with the terms of this Agreement, the other Party or Parties shall give written notice of breach or default and a period of thirty (30) days after receipt of said notice in which to cure any such breach or default; provided,

however, if the breach or default is not reasonably susceptible of cure within such thirty (30) day period, there shall be given an additional period of time as may be reasonably necessary to complete the cure provided that the breaching or defaulting Party commences to cure the breach or default within such thirty (30) day period and thereafter diligently pursue the same to completion. Should the breaching or defaulting Party fail to cure any such breach or default, the other Party or Parties shall have the right to pursue all equitable remedies.

14. Authority of the City. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the City's legislative, governmental, or police powers to promote and protect the health, safety, and general welfare of the City or its inhabitants; nor shall this Agreement prohibit the enactment by the City of any tax or fee that is of uniform or general application, all in conformance with Colorado Revised Statutes.

15. Force Majeure – Development Restrictions or Delays. In the event of the unavailability of water and sewer taps necessary for the development and use of the Property as contemplated herein, or in the event of the imposition of any moratorium or other ordinance or action by the City or any other governmental or quasi-governmental authority that materially prevents or delays development or use of the Property, the Property Owner's obligations hereunder to pay fees or to construct or convey to the City improvements shall be suspended for a period of time equal to the time period in which such described events either delay or prevent development or use of the Property. The term "material" as used herein means the inability of the Property Owner to obtain plat approval, building permits, or certificates of occupancy.

16. Construction of Public Streets. As specified and limited by Section 9 of this Agreement and the Previous Annexation Agreement, the Property Owner agrees to design, construct, pave, improve, and provide signage, lighting (or conduit to support future construction of lighting to be decided at the time of approval of the subdivision and/or site development plan of the Property), and signalization for all public streets and other public ways within or adjacent to the Property in accordance with City ordinances and resolutions and other applicable standards except as modified pursuant to the approval of the PUD Amendment 1, subject to any reimbursement which may be provided for in such ordinances, resolutions, and standards, and to make such other improvements as required by City ordinances and resolutions, to guarantee construction of all required improvements. If requested by the City, the Property Owner agrees to enter into an agreement reasonably satisfactory to the Property Owner pertaining to such improvements and other matters prior to any development of the Property.

17. Severability. The Parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.

18. Municipal Services. The City agrees to make available to the Property all of the usual municipal services in accordance with the ordinances and policies of the City. The Property

Owner acknowledges that City services do not include, as of the date of the execution of this Agreement, sanitary sewer services, which are provided by the Sanitation District.

19. Amendments. This Agreement may be amended by the City and the Property Owner. Such amendments shall be in writing, shall be recorded with the Clerk & Recorder of Gilpin County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the Property subject to the amendment unless otherwise specified in the amendment. Except as otherwise provided herein, this Agreement shall not be amended unless approved in writing by all Parties.

20. Entire Agreement. This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties.

21. Indemnification. The Property Owner agrees to indemnify and hold harmless the City and the City's officers, employees, agents, and contractors from and against all liability, claims, and demands, including attorneys' fees and court costs, that arise out of action by the City in order to enforce this Agreement, with the exception of enforcement of this Agreement against the Property Owner if the Property Owner substantially prevails. The Property Owner further agrees to investigate, handle, respond to, provide defense for and defend against or, at the City's option, to pay the reasonable and documented attorneys' fees for defense counsel of the City's choice for, any such liability, claims, or demands.

22. Assignment. As used in this Agreement, the term "Property Owner" shall include any of the heirs, transferees, successors or assigns of the Property Owner, and all such parties shall have the right to enforce this Agreement, and shall be subject to the terms of this Agreement, as if they were the original parties thereto.

23. Effect of City Ordinances and Resolutions. As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any City ordinance, resolution, or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, or policy, and the Parties agree that such amendments or revisions shall be binding upon the Property Owner.

24. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, transferees, successors, and assigns of each Party, and shall constitute covenants running with the land. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction. In the event this Agreement is terminated as permitted herein, and the Property is not annexed, the City agrees to execute a sufficient release for recording.

25. Legislative Discretion. The Property Owner acknowledges that the annexation and zoning of the Property are subject to the legislative discretion of the City Council of the City of Black Hawk. No assurances of annexation or zoning have been made or relied upon by the Property Owner. In the event that, in the exercise of its legislative discretion, any action with respect to the Property herein contemplated is not taken, then the sole and exclusive remedy for the breach hereof accompanied by the exercise of such discretion, shall be the withdrawal of the

petition for annexation by the Property Owner, or disconnection from the City in accordance with state law, as may be appropriate.

26. Business Discretion. Notwithstanding anything to the contrary set forth in this Agreement, neither this Agreement nor any other documents provided by any Party in connection with the annexation or zoning of the Property shall be deemed to create any obligation of the Property Owner to commence or continue the development, construction, maintenance, or operation of the Property or to conduct any other activities on the Property, and the Property Owner shall be entitled to terminate such activities in its sole discretion at any time.

27. Recordation of Agreement. This Agreement shall be recorded with the Clerk & Recorder of Gilpin County, Colorado, at the Property Owner's expense, shall run with the land, and shall be binding upon and shall inure to the benefit of the heirs, successors, and permitted assigns of the Parties.

28. Effective Date. This Agreement shall be effective and binding upon the Parties immediately upon execution by all of the Parties.

29. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should any Party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Gilpin County, Colorado.

30. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective on the earlier of actual receipt or seventy-two (72) hours after deposit in the United States Mail with the proper address as set forth below. Any Party by notice so given may change the address to which future notices shall be sent.

To the City: Stephen N. Cole, City Manager
P. O. Box 68
Black Hawk, CO 80422

With copy to: Corey Y. Hoffmann, Esq.
Hoffmann, Parker, Wilson & Carberry, P.C.
511 16th Street, Suite 610
Denver, CO 80202

To the Property Owner: Proximo Distillers, LLC
Attn: Dean Mades, General Counsel
3 Second Street, Suite 1101
Jersey City, NJ 07302

With copy to: Frasca, Joiner, Goodman & Greenstein, P.C.
Attn: Harmon Zuckerman, Esq.
4750 Table Mesa Drive

Boulder, CO 80305

31. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement have set their hands and seals the day and year first written above.

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

PROXIMO DISTILLERS, LLC

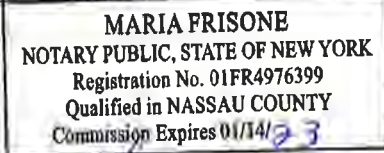
By: Michael J. Keyes

STATE OF New York)
COUNTY OF NASSAU) ss.

The above and foregoing signature of Michael J. Keyes was subscribed and sworn to before me this 7th day of December, 2021.

Witness my hand and official seal.

My commission expires: 1/14/2023



Maria Frisone
Notary Public

EXHIBIT A

Legal Description of the Property

Lake Gulch Whiskey Resort Annexation No. 8

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S $68^{\circ}57'51''$ E a distance of 5,143.78 feet to a point of intersection of the easterly right-of-way of the Central City Parkway with line 2-3 of the Rickard Lode, US Mineral Survey No. 16283, being the Point of Beginning.

thence along said line 2-3 of the said Rickard Lode N $67^{\circ}02'38''$ E a distance of 151.48 feet to the point of intersection with the westerly edge of Lake Gulch Road, County Road 6;

Thence along said westerly edge of Lake Gulch Road the following 29 courses:

1. S $13^{\circ}41'03''$ W a distance of 8.03 feet;
2. S $14^{\circ}06'12''$ W a distance of 47.47 feet;
3. S $11^{\circ}45'46''$ W a distance of 30.01 feet;
4. S $13^{\circ}18'52''$ W a distance of 16.19 feet;
5. S $10^{\circ}22'47''$ W a distance of 30.89 feet;
6. S $09^{\circ}29'42''$ W a distance of 29.84 feet;
7. S $11^{\circ}50'43''$ W a distance of 31.10 feet;
8. S $11^{\circ}03'12''$ W a distance of 31.96 feet;
9. S $10^{\circ}04'56''$ W a distance of 25.32 feet;
10. S $11^{\circ}08'36''$ W a distance of 28.47 feet;
11. S $32^{\circ}41'53''$ E a distance of 45.93 feet;
12. S $44^{\circ}08'01''$ E a distance of 32.98 feet;
13. S $52^{\circ}04'36''$ E a distance of 29.05 feet;
14. S $54^{\circ}42'27''$ E a distance of 53.29 feet;
15. S $58^{\circ}03'45''$ E a distance of 31.69 feet;

16. S 59° 18' 04" E a distance of 26.18 feet;
17. S 63° 19' 05" E a distance of 29.46 feet;
18. S 60° 16' 48" E a distance of 29.96 feet;
19. S 61° 39' 09" E a distance of 33.24 feet;
20. S 61° 28' 38" E a distance of 32.24 feet;
21. S 55° 46' 17" E a distance of 28.96 feet;
22. S 56° 17' 05" E a distance of 38.09 feet;
23. S 51° 45' 51" E a distance of 56.22 feet;
24. S 48° 44' 08" E a distance of 90.36 feet;
25. S 45° 53' 24" E a distance of 47.21 feet;
26. S 43° 37' 26" E a distance of 41.82 feet;
27. S 45° 38' 04" E a distance of 26.06 feet;
28. S 49° 36' 04" E a distance of 30.59 feet;
29. S 53° 53' 44" E a distance of 14.21 feet to the point of intersection with the south line of the southeast 1/4 of Section 18;

thence N 89° 44' 17" W along said southeast 1/4 of Section 18 a distance of 269.81 feet to the easterly right-of-way of Central City Parkway;

Thence along said easterly right-of-way of the Central City Parkway the following 4 (four) courses:

1. along a non-tangent curve concave to the southwest having a central angle of 23° 07' 24", a radius of 760.00 feet, an arc distance of 306.72 feet and a chord bearing N 36° 26' 18" W a chord distance of 304.64 feet;
2. N 48° 00' 00" W a distance of 77.39 feet;
3. along a curve concave to the northwest, having a central angle of 48° 00' 00", a radius of 400.00 feet, an arc distance of 335.10 feet;
4. thence N 00° 00' 00" E a distance of 60.75 feet to the Point of Beginning, containing 2.17 acres more or less.

Lake Gulch Whiskey Resort Annexation No. 9

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S $70^{\circ}40'20''$ E a distance of 5,087.72 feet to a point of intersection of the easterly Right-of-Way line of the Central City Parkway with line 4-1 of the Rickard Lode, US Mineral Survey No. 16283, being the Point of Beginning.

Thence along said Easterly Right-of-Way line the following 2 courses:

1. N $00^{\circ}00'00''$ E, a distance of 96.07 feet to a point of curvature;
2. 24.98 feet along the arc of a curve to the left, with a radius of 760.00 feet, a central angle of $01^{\circ}53'01''$, and whose chord bears N $00^{\circ}56'30''$ W, a chord distance of 24.98 feet to the point of intersection with line 4-3 of the Pine Tree Lode, Mineral Survey No. 5080;

Thence N $45^{\circ}54'58''$ E along said line 4-3 of said Pine Tree Lode, a distance of 92.12 feet to corner no. 3 of the said Pine Tree Lode;

Thence N $44^{\circ}01'46''$ W along line 3-2 of the said Pine Tree Lode, a distance of 125.48 feet to a point of non-tangent curvature being a point on said Easterly Right-of-Way line of the Central City Parkway;

Thence along said Easterly Right-of-Way line the following 3 courses:

1. 583.79 feet along the arc of a curve to the left, with a radius of 760.00 feet, a central angle of $44^{\circ}00'41''$, an arc distance of 583.79 feet and whose chord bears N $35^{\circ}39'01''$ W, a chord distance of 569.54 feet;
2. N $57^{\circ}39'21''$ W a distance of 123.98 feet to the point of intersection with line 1-4 of the Washingtons Day Lode, Mineral Survey No. 11885;
3. N $39^{\circ}23'17''$ E, along said line 1-4 of said Washingtons Day Lode a distance of 48.50 feet to a point on the Southerly edge of Lake Gulch Road, County Road 6;

Thence along the said Southerly and Westerly edges of Lake Gulch Road the following 49 courses:

1. S $66^{\circ}41'03''$ E, a distance of 4.28 feet;
2. S $66^{\circ}40'06''$ E, a distance of 26.08 feet;
3. S $61^{\circ}34'17''$ E, a distance of 31.12 feet;
4. S $57^{\circ}56'49''$ E, a distance of 28.94 feet;
5. S $54^{\circ}58'57''$ E, a distance of 28.22 feet;
6. S $58^{\circ}52'53''$ E, a distance of 26.50 feet;
7. S $62^{\circ}37'03''$ E, a distance of 31.29 feet;

8. S 68° 24' 20" E, a distance of 28.25 feet;
9. S 67° 48' 40" E, a distance of 31.66 feet;
10. S 69° 00' 03" E, a distance of 30.35 feet;
11. S 69° 23' 51" E, a distance of 31.56 feet;
12. S 69° 16' 06" E, a distance of 30.63 feet;
13. S 69° 40' 34" E, a distance of 29.91 feet;
14. S 70° 53' 21" E, a distance of 28.78 feet;
15. S 73° 08' 35" E, a distance of 29.67 feet;
16. S 76° 41' 49" E, a distance of 30.74 feet;
17. S 81° 25' 50" E, a distance of 30.35 feet;
18. S 85° 47' 52" E, a distance of 29.04 feet;
19. S 85° 57' 08" E, a distance of 28.87 feet;
20. S 85° 10' 50" E, a distance of 29.07 feet;
21. S 84° 02' 37" E, a distance of 25.38 feet;
22. S 82° 55' 20" E, a distance of 27.67 feet;
23. S 83° 57' 02" E, a distance of 33.15 feet;
24. S 85° 25' 50" E, a distance of 33.93 feet;
25. S 87° 06' 51" E, a distance of 31.81 feet;
26. N 89° 52' 43" E, a distance of 27.21 feet;
27. S 85° 37' 54" E, a distance of 28.02 feet;
28. S 75° 08' 14" E, a distance of 29.40 feet;
29. S 53° 47' 50" E, a distance of 22.16 feet;
30. S 38° 37' 56" E, a distance of 27.41 feet;
31. S 18° 09' 05" E, a distance of 27.17 feet;
32. S 07° 44' 55" E, a distance of 29.96 feet;
33. S 04° 13' 02" E, a distance of 30.37 feet;
34. S 00° 41' 58" W, a distance of 17.64 feet;
35. S 00° 41' 58" W, a distance of 12.88 feet;

36. S 01° 13' 29" W, a distance of 32.59 feet;
37. S 00° 03' 20" E, a distance of 31.86 feet;
38. S 02° 47' 46" W, a distance of 27.09 feet;
39. S 06° 12' 17" W, a distance of 35.66 feet;
40. S 16° 17' 42" W, a distance of 33.64 feet;
41. S 24° 29' 21" W, a distance of 26.96 feet;
42. S 28° 41' 22" W, a distance of 43.15 feet;
43. S 34° 24' 43" W, a distance of 28.10 feet;
44. S 40° 01' 56" W, a distance of 28.32 feet;
45. S 43° 22' 45" W, a distance of 38.09 feet;
46. S 41° 40' 02" W, a distance of 36.10 feet;
47. S 37° 13' 45" W, a distance of 34.41 feet;
48. S 31° 34' 31" W, a distance of 34.81 feet;
49. S 26° 02' 44" W, a distance of 15.85 feet to the point of intersection with said line 4-1 of the Rickard Lode;

Thence S 67° 01' 09" W along said line 4-1 of said Rickard Lode, a distance of 222.82 feet to the Point of Beginning, containing 5.96 acres more or less.

Lake Gulch Whiskey Resort Annexation No. 10

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 62° 11' 51" E a distance of 1,552.51 feet to the point of intersection of the easterly right-of-way of the Central City Parkway with line 4-3 of the Success Lode, US Mineral Survey No. 5280, being the Point of Beginning.

Thence N 85° 47' 47" E along said line 4-3 of said Success Lode a distance of 219.43 feet to the point of intersection with line 3-4 of the Meeker Lode, US Mineral Survey No. 769;

thence N 72° 25' 55" E along said line 3-4 of said Meeker Lode a distance of 198.36 feet to corner No. 4 of said Meeker Lode;

thence S 08° 09' 30" E along line 4-5 of said Meeker Lode a distance of 45.96 feet to the point of intersection with said line 4-3 of said Success Lode;

thence N 85° 47' 47" E along said line 4-3 of said Success Lode a distance of 422.83 feet to corner No. 3 of said Success lode;

thence N 62° 22' 36" E a distance of 991.81 feet to corner No. 4 of the Tariff Lode, US Mineral Survey No. 966;

thence N 47° 01' 18" E along line 4-3 of said Tariff Lode a distance of 409.50 feet to the southwesterly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of said Lake Gulch Road the following 48 courses:

1. S 44° 25' 34" E a distance of 6.91 feet;
2. S 47° 16' 09" E a distance of 32.68 feet;
3. S 44° 56' 55" E a distance of 25.56 feet;
4. S 42° 17' 50" E a distance of 25.12 feet;
5. S 41° 52' 51" E a distance of 35.49 feet;
6. S 41° 29' 04" E a distance of 32.24 feet;
7. S 41° 30' 58" E a distance of 32.25 feet;
8. S 39° 40' 26" E a distance of 30.55 feet;
9. S 43° 51' 36" E a distance of 32.77 feet;
10. S 47° 25' 27" E a distance of 31.87 feet;
11. S 47° 57' 34" E a distance of 34.89 feet;
12. S 46° 02' 34" E a distance of 24.23 feet;
13. S 38° 52' 14" E a distance of 35.74 feet;
14. S 33° 48' 48" E a distance of 25.62 feet;
15. S 29° 24' 22" E a distance of 26.77 feet;
16. S 30° 56' 40" E a distance of 26.10 feet;
17. S 37° 52' 45" E a distance of 34.89 feet;
18. S 49° 29' 24" E a distance of 30.84 feet;
19. S 59° 21' 59" E a distance of 28.78 feet;

20. S 61° 44' 13" E a distance of 33.99 feet;
21. S 61° 25' 24" E a distance of 33.19 feet;
22. S 59° 58' 24" E a distance of 27.27 feet;
23. S 51° 35' 16" E a distance of 23.97 feet;
24. S 49° 06' 25" E a distance of 25.35 feet;
25. S 45° 20' 47" E a distance of 26.75 feet;
26. S 43° 58' 04" E a distance of 27.46 feet;
27. S 42° 43' 23" E a distance of 29.05 feet;
28. S 37° 44' 53" E a distance of 27.18 feet;
29. S 34° 08' 31" E a distance of 30.52 feet;
30. S 38° 01' 46" E a distance of 27.43 feet;
31. S 42° 12' 45" E a distance of 28.59 feet;
32. S 43° 31' 15" E a distance of 28.69 feet;
33. S 45° 09' 35" E a distance of 28.28 feet;
34. S 47° 37' 34" E a distance of 28.86 feet;
35. S 48° 21' 34" E a distance of 29.28 feet;
36. S 49° 32' 52" E a distance of 31.07 feet;
37. S 51° 12' 12" E a distance of 31.14 feet;
38. S 52° 37' 45" E a distance of 28.67 feet;
39. S 53° 43' 00" E a distance of 34.13 feet;
40. S 53° 50' 43" E a distance of 24.95 feet;
41. S 50° 23' 24" E a distance of 25.21 feet;
42. S 48° 28' 12" E a distance of 25.02 feet;
43. S 48° 28' 12" E a distance of 2.56 feet;
44. S 48° 55' 48" E a distance of 30.51 feet;
45. S 51° 44' 53" E a distance of 29.94 feet;
46. S 56° 10' 53" E a distance of 33.17 feet;
47. S 62° 17' 04" E a distance of 33.06 feet;

48. S 66° 41' 03" E a distance of 22.40 feet to the point of intersection with line 4-1 of the Washingtons Day Lode, US Mineral Survey No. 11885;

thence S 39° 23' 17" W along said line 4-1 of said Washingtons Day Lode a distance of 48.50 feet to the point of intersection with the northerly right-of-way line of the Central City Parkway;

thence N 57° 39' 21" W along said northerly right-of-way line a distance of 507.58 feet to the beginning of a curve concave to the south having a central angle of 07° 27' 51", having a radius of 760.00 feet, an arc distance of 99.01 feet to the point of intersection with line 3-2 of the Justice Lode US Mineral Survey No. 394;

thence N 41° 55' 05" E along said line 3-2 of said Justice Lode a distance of 81.00 feet to corner No. 2 of said Justice Lode;

thence N 47° 50' 35" W along line 2-1 of said Justice Lode a distance of 100.27 feet to corner No. 1 of said Justice Lode;

thence S 41° 56' 29" W along line 1-4 of said Justice Lode a distance of 120.12 feet to the point of intersection with the said northerly right-of-way line of said Central City Parkway;

thence along said northerly right-of-way line along a non-tangent curve being concave to the south having a central angle of 33° 40' 01", a radius of 760.00 feet, an arc distance of 446.57 feet, a chord bearing of S 89° 58' 01" W and a chord distance of 439.34 feet;

thence S 73° 06' 01" W continuing along said northerly right-of-way a distance of 1305.67 feet to the beginning of a curve being concave to the north having a central angle of 63° 50' 42", having a radius of 650.00 feet, to the point of intersection with said line 4-3 of the Success Lode, US Mineral Survey No. 5280, the Point of Beginning, containing 17.24 acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 11

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $72^{\circ}51'36''$ E a distance of 2,275.62 feet to corner No. 1 of the Caledonia Lode, US Mineral Survey No. 519, being the Point of Beginning.

Thence N $49^{\circ}29'47''$ E along line 1-2 of said Caledonia Lode a distance of 318.07 feet to the point of intersection with the southwesterly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of Lake Gulch Road the following 10 courses:

1. S $28^{\circ}29'34''$ E a distance of 21.80 feet;
2. S $29^{\circ}02'31''$ E a distance of 38.14 feet;
3. S $30^{\circ}53'34''$ E a distance of 34.55 feet;
4. S $32^{\circ}21'41''$ E a distance of 29.64 feet;
5. S $34^{\circ}37'33''$ E a distance of 34.03 feet;
6. S $38^{\circ}27'56''$ E a distance of 36.03 feet;
7. S $44^{\circ}59'11''$ E a distance of 33.97 feet;
8. S $48^{\circ}19'15''$ E a distance of 30.25 feet;
9. S $48^{\circ}45'27''$ E a distance of 32.27 feet;
10. S $50^{\circ}32'17''$ E a distance of 30.35 feet to the point of intersection with line 1-2 of the Clay County Lode, US Mineral Survey No. 329B;

thence S $50^{\circ}08'44''$ W along said line 1-2 of said Clay County Lode a distance of 159.20 feet to corner No. 2 of said Clay County Lode;

thence S $58^{\circ}08'12''$ E along line 2-3 of said Clay County Lode a distance of 188.25 feet to the point of intersection with line 2-1 of the Clay County Lode, US Mineral Survey No. 329A;

thence S $37^{\circ}28'00''$ W along said line 2-1 of said Clay County Lode a distance of 623.18 feet to corner No. 1 of said Clay County Lode, US Mineral Survey No. 329A;

thence S $52^{\circ}39'32''$ E along line 1-4 of said Clay County Lode a distance of 151.05 feet to corner No. 4 of said Clay County Lode;

thence N 37° 26' 41" E along line 4-3 of said Clay County Lode a distance of 389.56 feet to corner No. 4 of the East Clay County Lode, US Mineral Survey No. 18776;

thence N 89° 56' 08" E along line 4-3 of said East Clay County Lode and its extension thereof a distance of 190.48 feet to the point of intersection with line 6-5 of the Blow Out Lode, US Mineral Survey No. 18776;

thence S 36° 04' 17" W along said line 6-5 of said Blow Out Lode a distance of 20.54 feet to corner No. 5 of said Blow Out Lode;

thence S 89° 57' 28" E along line 5-4 of said Blow Out Lode a distance of 184.33 feet to corner No. 4 of said Blow Out Lode;

thence N 36° 08' 54" E along line 4-3 of said Blow Out Lode a distance of 103.56 feet to corner No. 4 of the Great Britian Lode, US Mineral Survey No. 18776;

thence S 89° 57' 40" E along line 4-5 of said Great Britian Lode a distance of 186.34 feet to corner No. 5 of said Great Britian Lode;

thence N 36° 07' 10" E along line 5-6 of said Great Britian Lode a distance of 1.36 feet to the point of intersection with said southwesterly edge of Lake Gulch Road, County Road 6;

thence S 46° 05' 49" E along said southwesterly edge of Lake Gulch Road a distance of 12.22 feet;

thence S 47° 24' 34" E along said southwesterly edge of Lake Gulch Road a distance of 33.36 feet;

thence S 46° 33' 23" E along said southwesterly edge of Lake Gulch Road a distance of 8.79 feet to the point of intersection with line 2-1 of the Tariff Lode, US Mineral Survey No. 966;

thence S 47° 00' 48" W along said line 2-1 of said Tariff Lode a distance of 403.36 feet to corner No. 1 of said Tariff Lode;

thence S 42° 58' 42" E along line 1-4 of said Tariff Lode a distance of 149.74 feet to corner No. 4 of said Tariff Lode;

thence S 62° 22' 36" W a distance of 991.81 feet to corner No. 3 of the Success Lode, US Mineral Survey No. 5280;

thence N 04° 16' 10" W along line 3-2 of said Success Lode a distance of 150.04 feet to corner No. 2 of said Success Lode;

thence S 85° 49' 05" W along line 2-1 of said Success Lode a distance of 476.25 feet;

thence N 46° 11' 59" E a distance of 716.62 feet to corner No. 3 of the Pittburg Ext. Lode, US Mineral Survey No. 7069;

thence N 00° 25' 37" W along line 3-2 of said Pittburg Ext. Lode a distance of 150.29 feet to corner No. 2 of said Pittburg Ext. Lode;

thence S 89° 18' 06" W along line 2-1 of said Pittsburg Ext. Lode a distance of 499.53 feet to the point of intersection with line 3-4 of the Calendonia No. 2 Lode, US Mineral Survey No. 520;

thence N 48° 54' 18" E along said line 3-4 of said Calendonia No. 2 Lode a distance of 705.54 feet to corner No. 4 of said Caledonia Lode, US Mineral Survey No. 519;

thence N 40° 18' 18" W along line 4-1 of said Caledonia Lode a distance of 150.08 feet to the Point of Beginning, containing 20.37 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 12

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 69° 53' 37" E a distance of 1,225.66 feet to the point of intersection of line 3-4 of the Caledonia Lode No. 2, US Mineral Survey No. 520 with the northeasterly right-of-line of the Central City Parkway, being the Point of Beginning.

Thence N 48° 54' 04" E along said line 3-4 of said Caledonia No. 2 Lode a distance of 549.87 feet to the point of intersection with line 4-3 of the Pittsburg Ext, Lode, US Mineral Survey No. 7069;

thence N 89° 18' 45" E along said line 3-4 of said Pittsburg Ext. Lode a distance of 675.26 feet to corner No. 3 of said Pittsburg Ext. Lode;

thence S 46° 11' 59" W a distance of 716.62 feet to the point of intersection with line 2-1 of the Success Lode, US Mineral Survey No. 5280;

thence S 85° 49' 05" W along said line 2-1 of said Success Lode a distance of 459.86 feet of the point of intersection with said northeasterly right-of-line of the Central City Parkway;

thence N 35° 24' 20" W along said northeasterly right-of-line of the Central City Parkway a distance of 196.28 feet to the Point of Beginning, containing 7.66 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 13

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears

N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 87° 12' 22" E a distance of 4,688.84 feet to corner No. 3 of the Washingtons Day Lode, US Mineral Survey No. 11885, being the Point of Beginning.

thence along said line 3-4 of the said Washingtons Day Lode S 45° 12' 88" E a distance of 150.58 feet to

corner No. 4 of said Washingtons Day Lode;

thence along line 4-1 of said Washingtons Day Lode S 39° 23' 17"W a distance of 633.47 feet to the point of intersection with the northeasterly edge of Lake Gulch Road, County Road 6;

Thence along said northeasterly edge of Lake Gulch Road the following 7 courses:

1. N 66° 40' 06" W a distance of 2.05 feet;
2. N 66° 41' 03" W a distance of 25.85 feet;
3. N 62° 17' 04" W a distance of 31.05 feet;
4. N 56° 10' 53" W a distance of 31.14 feet;
5. N 51° 44' 53" W a distance of 28.55 feet;
6. N 48° 55' 48" W a distance of 29.88 feet;
7. N 48° 28' 12" W a distance of 3.30 feet to the point of intersection with line 2-3 of said Washingtons Day Lode;

thence N 39° 23' 18" E along said line 2-3 of said Washingtons Day lode a distance of 664.25 feet to the Point of Beginning, containing 2.25 acres more or less.

Lake Gulch Whiskey Resort Annexation No. 14

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 30° 07' 02" E a distance of 580.34 feet to the point of intersection of line 1-2 of the Black Diamond Lode, US Mineral Survey No. 17634 with line 2-3 of the Fay Lode, US Mineral Survey No. 13338 being the Point of Beginning.

thence N 26° 04' 04" W along said line 1-2 of said Black Diamond Lode a distance of 80.46 feet to the point of intersection with line 1-7 of the Dale Lode, US Mineral Survey No. 13338;

thence N 26° 54' 00" E along said line 1-7 of said Dale Lode a distance of 4.46 feet to corner No. 7 of said Dale Lode;

thence N 39° 29' 28" E along line 7-6 of said Dale Lode a distance of 160.32 feet to line 2-3 of said Black Diamond Lode;

thence N 63° 58' 12" E along said line 2-3 of said Black Diamond Lode a distance of 446.58 feet to the point of intersection with the southerly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of Lake Gulch Road the following 34 courses:

1. N 83° 11' 19" E a distance of 23.36 feet;
2. N 81° 54' 30" E a distance of 26.00 feet;
3. N 80° 36' 50" E a distance of 37.64 feet;
4. N 77° 53' 04" E a distance of 25.96 feet;
5. N 76° 30' 21" E a distance of 27.01 feet;
6. N 74° 45' 56" E a distance of 27.07 feet;
7. N 73° 10' 29" E a distance of 27.76 feet;
8. N 71° 02' 53" E a distance of 29.23 feet;
9. N 69° 29' 32" E a distance of 29.75 feet;
10. N 68° 02' 26" E a distance of 28.95 feet;
11. N 68° 11' 55" E a distance of 28.31 feet;
12. N 68° 11' 21" E a distance of 28.17 feet;
13. N 70° 17' 29" E a distance of 27.18 feet;
14. N 72° 23' 23" E a distance of 26.00 feet;
15. N 72° 28' 10" E a distance of 26.92 feet;
16. N 68° 41' 24" E a distance of 27.19 feet;
17. N 71° 51' 48" E a distance of 26.69 feet;
18. N 74° 45' 31" E a distance of 27.02 feet;
19. N 75° 42' 50" E a distance of 28.46 feet;
20. N 77° 13' 39" E a distance of 28.92 feet;
21. N 78° 51' 11" E a distance of 28.33 feet;
22. N 78° 32' 38" E a distance of 27.26 feet;

23. N 76° 41' 51" E a distance of 24.88 feet;
24. N 79° 17' 59" E a distance of 14.47 feet;
25. N 79° 17' 59" E a distance of 14.37 feet;
26. N 78° 11' 27" E a distance of 5.81 feet;
27. N 77° 38' 35" E a distance of 7.14 feet;
28. N 77° 38' 35" E a distance of 27.82 feet;
29. N 77° 18' 33" E a distance of 35.14 feet;
30. N 76° 11' 24" E a distance of 34.55 feet;
31. N 76° 19' 36" E a distance of 34.26 feet;
32. N 75° 55' 53" E a distance of 33.03 feet;
33. N 75° 45' 56" E a distance of 33.26 feet;
34. N 77° 56' 07" E a distance of 37.18 feet to the point of intersection with line 1-4 of the St. Anthony Lode, US Mineral Survey No. 19174;

thence S 39° 30' 42" W along said line 1-4 of said St. Anthony Lode a distance of 392.10 feet to the point of intersection with line 3-4 of the Alice Lode, US Mineral Survey No. 18785;

thence N 63° 23' 00" E along said line 3-4 of said Alice Lode a distance of 371.35 feet to the point of intersection with line 3-2 of said St. Anthony Lode;

Thence N 39° 31' 27" E along said line 3-2 of said St, Anthony Lode a distance of 210.07 feet to the point of intersection with said southerly edge of Lake Gulch Road, County Road 6;

thence along said southwesterly edge of Lake Gulch Road the following 18 courses:

1. S 89° 47' 40" E a distance of 26.55 feet;
2. S 89° 16' 33" E a distance of 25.73 feet;
3. N 89° 11' 13" E a distance of 25.02 feet;
4. N 89° 11' 41" E a distance of 28.08 feet;
5. N 87° 57' 44" E a distance of 28.75 feet;
6. N 89° 07' 00" E a distance of 25.28 feet;
7. S 88° 32' 40" E a distance of 28.15 feet;
8. S 82° 16' 38" E a distance of 26.04 feet;
9. S 77° 37' 44" E a distance of 25.62 feet;
10. S 73° 18' 40" E a distance of 30.03 feet;

11. S 71° 44' 22" E a distance of 26.36 feet;
 12. S 69° 56' 57" E a distance of 31.66 feet;
 13. S 67° 22' 05" E a distance of 26.00 feet;
 14. S 64° 31' 22" E a distance of 25.12 feet;
 15. S 63° 34' 32" E a distance of 26.32 feet;
 16. S 61° 36' 30" E a distance of 25.13 feet;
 17. S 55° 33' 38" E a distance of 30.91 feet;
 18. S 47° 36' 27" E a distance of 0.69 feet to the point of intersection with line 3-2 of the Golden Gad Lode, US Mineral Survey No. 13048;
- thence S 63° 17' 40" W along said line 3-2 of said Golden Gad Lode a distance of 722.08 feet to corner No. 2 of said Golden Gad Lode;
- thence S 31° 40' 56" E along line 2-1 of said Golden Gad Lode a distance of 95.57 feet to the point of intersection with line 2-1 of the Calumet and Hecla No. 2 Lode, US Mineral Survey No. 13048;
- thence S 48° 55' 49" W along said line 2-1 of said Calumet and Hecla Lode a distance of 61.79 feet to the point of intersection with line 3-4 of the Margaret Lode, US Mineral Survey No. 19229;
- thence N 21° 01' 44" W along said line 3-4 of said Margaret Lode a distance of 114.04 feet to corner No. 4 of said Margaret Lode;
- thence S 69° 01' 22" W along line 4-1 of said Margaret Lode a distance of 186.95 feet to the point of intersection with line 3-2 of said St. Anthony Lode;
- thence N 39° 31' 27" E along said line 3-2 of said St. Anthony Lode a distance of 73.31 feet to the point of intersection with line 1-2 of said Alice Lode;
- thence S 63° 22' 25" W along said line 1-2 of said Alice Lode a distance of 53.94 feet to corner No. 2 of said Alice Lode;
- thence N 26° 45' 28" W along line 2-3 of said Alice Lode a distance of 140.24 feet to the point of intersection with said line 1-4 of said St. Anthony Lode;
- thence S 39° 30' 42" W along said line 1-4 of said St. Anthony Lode a distance of 345.75 feet to the point of intersection with said line 4-1 of said Margaret Lode;
- thence S 69° 01' 22" W along said line 4-1 of said Margaret Lode a distance of 16.29 feet to the point of intersection with line 3-4 of said Elizabeth Lode;
- thence S 39° 23' 48" W along said line 3-4 of said Elizabeth Lode a distance of 272.15 feet to corner No. 4 of said Elizabeth Lode;

thence N 50° 27' 18" W along line 4-1 of said Elizabeth Lode a distance of 148.43 feet to the point of intersection with line 4-3 of the Annie Mary Lode, US Mineral Survey No. 11571;

thence N 62° 32' 35" E along line 4-3 of said Annie Mary Lode a distance of 221.31 feet to corner No. 3 of said Annie Mary Lode;

thence N 27° 32' 41" W along line 3-2 of said Annie Mary Lode a distance of 149.99 feet to corner No. 2 of said Annie Mary Lode;

thence S 62° 32' 35" W along line 2-1 of said Annie Mary Lode a distance of 607.56 feet to the point of intersection with the northeasterly right-of-way of the Central City Parkway;

thence along a non-tangent curve concave to the southwest an arc distance of 13.72 feet, a delta angle of 00° 44' 55", having a radius of 1050.00 feet, and whose long chord bears N 62° 43' 25" W a distance of 13.72 feet to the point of intersection with line 5-4 of the Marks Lode, US Mineral Survey No. 13338;

thence N 44° 35' 21" E along said line 5-4 of said Marks Lode a distance of 80.14 feet to the point of intersection with line 1-4 of the Fay Lode, US Mineral Survey No. 13338;

thence N 60° 43' 32" E along said line 1-4 of said Fay Lode a distance of 714.47 feet to corner No. 4 of said Fay Lode;

thence N 29° 20' 48" W along line 4-3 of said Fay Lode a distance of 150.66 feet to corner No. 3 of said Fay Lode;

thence S 60° 42' 01" W along line 3-2 of said Fay Lode a distance of 442.61 feet to the point of intersection with line 4-3 of the Marks Lode, US Mineral Survey No. 13338;

thence S 86° 28' 49" W along said line 4-3 of said Marks Lode a distance of 122.51 feet to corner No. 3 of said Marks Lode;

thence S 44° 22' 49" W along line 3-2 of said Marks Lode a distance of 189.62 feet to the point of intersection with line 4-1 of said Black Diamond Lode;

thence S 60° 42' 01" W along said line 4-1 of said Black Diamond Lode a distance of 120.71 feet to the Point of Beginning, containing 11.43 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 15

The Little Mattie Lode, US Mineral Survey No. 970 in Sections 17&18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this

description; thence S 87° 15' 37" E a distance of 5,334.83 feet to corner No. 1 of said Little Mattie Lode, being the Point of Beginning.

Thence N 44° 28' 40" E along line 1-2 of said Little Mattie Lode a distance of 1499.34 feet to corner No. 2 of said Little Mattie Lode;

thence S 45° 33' 27" E along line 2-3 of said Little Mattie Lode a distance of 149.96 feet to corner No. 3 of said Little Mattie Lode;

thence S 44° 29' 09" W along line 3-4 of said Little Mattie Lode a distance of 1500.03 feet to corner No. 4 of said Little Mattie Lode;

thence N 45° 17' 32" W along line 4-1 of said Little Mattie Lode a distance of 149.75 feet to the Point of Beginning, containing 5.16 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 16

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00° 14' 12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 74° 53' 25" E a distance of 4,804.55 feet to corner No. 14 of the Gold Tunnel No. 21 Lode, US Mineral Survey No. 4589, being the Point of Beginning.

Thence N 46° 21' 54" W along line 14-15 of said Gold Tunnel No. 21 Lode a distance of 150.01 feet to corner No. 15 of said Gold Tunnel No. 21 Lode;

thence N 43° 56' 51" E along line 15-16 of said Gold Tunnel No. 21 Lode a distance of 81.81 feet to the south line of the NE 1/4 of the NE 1/4 of said Section 18, being also the City of Black Hawk Patented Boundary;

thence N 89° 32' 31" E along said south line of the NE 1/4 of the NE 1/4 of said Section 18 and the City of Black Hawk Patented Boundary a distance of 209.92 feet to the point of intersection with line 13-14 of said Gold Tunnel No. 21 Lode;

thence S 43° 56' 09" W along said line 13-14 of said Gold Tunnel No. 21 Lode a distance of 227.88 feet to the Point of Beginning, containing 0.53 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 17

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears

N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 41° 36' 06" E a distance of 1,242.54 feet to the point of intersection of line 2-3 of the Black Diamond Lode, US Mineral Survey No. 17634 with the northerly edge of Lake Gulch Road, County Road No. 6, being the Point of Beginning.

Thence N 63° 58' 12" E along said line 2-3 of said Black Diamond Lode a distance of 827.46 feet to the point of intersection with line 2-1 of the Elizabeth Lode, US Mineral Survey No. 15894;

thence S 39° 23' 46" W along said line 2-1 of said Elizabeth Lode a distance of 249.88 feet to the point intersection with the northerly edge of said Lake Gulch Road;

thence along said northerly edge of said Lake Gulch Road the following 24 courses:

1. S 77° 38' 35" W a distance of 7.04 feet;
2. S 78° 11' 27" W a distance of 5.49 feet;
3. S 79° 17' 59" W a distance of 29.12 feet;
4. S 76° 41' 51" W a distance of 25.03 feet;
5. S 78° 32' 38" W a distance of 26.85 feet;
6. S 78° 51' 11" W a distance of 28.58 feet;
7. S 77° 13' 39" W a distance of 29.52 feet;
8. S 75° 42' 50" W a distance of 28.93 feet;
9. S 74° 45' 31" W a distance of 27.76 feet;
10. S 71° 51' 48" W a distance of 27.85 feet;
11. S 68° 41' 24" W a distance of 27.08 feet;
12. S 72° 28' 10" W a distance of 26.21 feet;
13. S 72° 23' 23" W a distance of 26.42 feet;
14. S 70° 17' 29" W a distance of 27.99 feet;
15. S 68° 11' 21" W a distance of 28.57 feet;
16. S 68° 11' 55" W a distance of 28.34 feet;
17. S 68° 02' 26" W a distance of 28.70 feet;
18. S 69° 29' 32" W a distance of 29.17 feet;
19. S 71° 02' 53" W a distance of 28.52 feet;

20. S 73° 10' 29" W a distance of 27.05 feet;
21. S 74° 45' 56" W a distance of 26.43 feet;
22. S 76° 30' 21" W a distance of 26.42 feet;
23. S 77° 53' 04" W a distance of 25.17 feet;
24. S 80° 36' 50" W a distance of 18.32 feet to the Point of Beginning, containing 0.93 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 18

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 55° 10' 45" E a distance of 2,029.15 feet to the point of intersection of line 4-1 of the St. Anthony Lode, US Mineral Survey No. 19174 with the northerly edge of Lake Gulch Road, County Road No. 6, being the Point of Beginning.

Thence N 39° 30' 42" E along said line 4-1 of said St. Anthony Lode a distance of 328.85 feet to the point of intersection with the south line of the NE 1/4 of the NE 1/4 of said Section 18, being also the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said south line of the NE 1/4 of the NE 1/4 of said Section 18 a distance of 145.22 feet to the point of intersection with line 1-6 of the Susan-Mary Lode, US Mineral Survey No. 694;

thence S 19° 06' 00" E along said line 1-6 of said Susan-Mary Lode a distance of 44.24 feet to the point of intersection with line 2-3 of said St. Anthony Lode;

thence S 39° 31' 27" W along said line 2-3 of said St. Anthony Lode a distance of 246.50 feet to said northerly edge of Lake Gulch Road;

thence along said northerly edge of Lake Gulch Road the following 8 courses:

1. N 89° 47' 40" W a distance of 21.27 feet;
2. S 89° 45' 47" W a distance of 26.85 feet;
3. S 87° 30' 36" W a distance of 25.59 feet;
4. S 85° 59' 16" W a distance of 29.83 feet;
5. S 82° 42' 42" W a distance of 26.71 feet;

6. S 81° 04' 54" W a distance of 30.69 feet;
7. S 79° 51' 30" W a distance of 30.19 feet;
8. S 79° 21' 17" W a distance of 22.47 feet to the Point of Beginning, containing 1.04 Acres, more or less.

EXHIBIT B

Lake Gulch Whiskey Resort Annexation No. 1

A parcel of land located in Sections 17 & 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $69^{\circ}30'48''$ E a distance of 3,617.79 feet to the point of intersection of line 3-4 of the Clay County Lode, US Mineral Survey No. 360 with line 4-1 of the Williams Crossing Lode, US Mineral Survey No. 15824 being the Point of Beginning.

Thence S $47^{\circ}53'33''$ E along said line 4-1 of said Williams Lode a distance of 296.23 feet to the point of intersection with line 3-2 of the Blow Out Lode, US Mineral Survey No. 18776;

thence N $19^{\circ}46'26''$ E along said line 3-2 of said Blow Out Lode a distance of 361.74 feet to the point of intersection with the east-west centerline of the NE $\frac{1}{4}$ of said Section 18 and the City of Black Hawk Patented Boundary;

thence N $89^{\circ}32'31''$ E along said east-west centerline of the NE $\frac{1}{4}$ and City of Black Hawk Patented Boundary a distance of 208.47 feet to the point of intersection with line 1-2 of the Great Britian Lode, US Mineral Survey No. 18776;

thence S $29^{\circ}18'00''$ W along said line 1-2 of said Great Britian Lode a distance of 353.67 feet to corner No. 2 of said Great Britian Lode;

thence S $46^{\circ}17'00''$ W along line 2-3 of said Great Britian Lode a distance of 131.10 feet to the point of intersection with line 4-1 of said Williams Crossing Lode;

thence S $47^{\circ}53'33''$ E along said line 4-1 of said Williams Crossing Lode a distance of 149.95 feet to the point of intersection with line 6-7 of said Great Britian Lode;

thence N $46^{\circ}22'45''$ E along said line 6-7 of said Great Britian Lode a distance of 142.56 feet to corner No. 7 of said Great Britian Lode;

thence N $29^{\circ}19'49''$ E along line 7-8 of said Great Britian Lode a distance of 461.80 feet to the point of intersection with said east-west centerline of the NE $\frac{1}{4}$ of said Section 18 and the City of Black Hawk Patented Boundary;

thence N $89^{\circ}32'31''$ E along said east-west centerline of the NE $\frac{1}{4}$ and City of Black Hawk Patented Boundary a distance of 474.24 feet to the point of intersection with line 16-15 of the Gold Tunnel No. 21 Lode, US Mineral Survey No. 4589;

thence S 43° 56' 47" W along said line 16-15 of the Gold Tunnel No. 21 Lode a distance of 81.81 feet to corner No. 15 of the said Gold Tunnel No. 21 Lode;

thence S 46° 21' 54" E along line 15-14 of the said Gold Tunnel No. 21 Lode, a distance of 150.01 feet to corner no. 14 of the said Gold Tunnel No. 21 Lode;

thence N 43° 56' 15" E along line 14-13 of the said Gold Tunnel No. 21 Lode, a distance of 227.88 feet to the point of intersection with the east-west centerline of the NE ¼ of said Section 18 and the City of Black Hawk Patented Boundary;

thence N 89° 32' 31" E along said east-west centerline of the NE ¼ and City of Black Hawk Patented Boundary a distance of 1040.34 feet to the N 1/16th corner of Sections 17 and 18;

thence N 87° 26' 32" E along the east-west centerline of the NW ¼ of said Section 17 a distance of 165.11 feet to the point of intersection with line 3-2 of said East Williams Lode, US Mineral Survey No. 588;

thence S 47° 19' 59" W along said line 3-2 of the East Williams Lode a distance of 204.89 feet to corner No. 2 of said East Williams Lode;

thence S 42° 44' 49" E along line 2-1 of said East Williams Lode a distance of 152.37 feet to corner No. 1 of said East Williams Lode;

thence N 47° 20' 23" E along line 1-4 of said East Williams Lode a distance of 385.62 feet to the point of intersection with said east-west centerline of the NW ¼ of said Section 17 and the City of Black Hawk Patented Boundary;

thence N 87° 26' 32" E along said east-west centerline of the NW ¼ of said Section 17 and City of Black Hawk Patented Boundary a distance of 906.14 feet to the NW 1/16th corner of said Section 17;

thence N 01° 02' 29" W along the north-south centerline of said NW ¼ of said Section 17 and along the City of Black Hawk Patented Boundary a distance of 164.47 feet to the point of intersection with line 1-2 of the Mary Miller Lode, US Mineral Survey No. 969;

thence N 44° 28' 35" E along said line 1-2 of said Mary Miller Lode a distance of 60.92 feet to the point of intersection with said City of Black Hawk Patented Boundary;

thence N 88° 00' 45" E along said City of Black Hawk Patented Boundary a distance of 96.85 feet;

thence N 00° 18' 42" W along said City of Black Hawk Patented Boundary a distance of 91.93 feet to the point of intersection with line 6-5 of the Morgan Placer US Mineral Survey No. 226;

thence S 42° 19' 52" E along said line 6-5 of said Morgan Placer a distance of 92.75 feet to corner No. 5 of said Morgan Placer;

thence S 41° 03' 33" E along Colorado Department of Transportation deed recorded at Reception No. 141956 Gilpin County Records a distance of 12.42 feet to a CDOT 3 ¼ " aluminum cap;

thence S 49° 47' 21" E continuing along said Reception No. 141956 a distance of 43.07 feet to the point of intersection with line 3-4 of said Mary Miller Lode;

thence S 44° 27' 10" W along said line 3-4 of said Mary Miller Lode a distance of 340.78 feet to the north-south centerline of said NW ¼ of said Section 17;

thence S 42° 07' 27" W a distance of 980.96 feet to corner No. 3 of the Little Mattie Lode, US Mineral Survey No. 970;

thence N 45° 33' 27" W along line 3-2 of said Little Mattie Lode a distance of 149.96 feet to corner No. 2 of said Little Mattie Lode;

thence S 44° 28' 40" W along line 2-1 of said Little Mattie Lode a distance of 1499.34 feet to corner No. 1 of said Little Mattie Lode;

thence S 45° 17' 32" E along line 1-4 of said Little Mattie Lode a distance of 149.75 feet to corner No. 4 of said Little Mattie Lode;

thence S 27° 33' 11" E a distance of 938.48 feet to the S 1/16th corner of Sections 17 and 18;

thence N 88° 20' 50" W a distance of 663.62 feet to a point on the easterly edge of Lake Gulch Road, County Road 6;

thence along said easterly edge of said Lake Gulch Road the following 32 courses:

1. N 04° 13' 02" W a distance of 31.99 feet;
2. N 07° 44' 55" W a distance of 32.64 feet;
3. N 18° 09' 05" W a distance of 33.14 feet;
4. N 38° 37' 56" W a distance of 34.32 feet;
5. N 53° 47' 50" W a distance of 29.23 feet;
6. N 75° 08' 14" W a distance of 35.56 feet;
7. N 85° 37' 54" W a distance of 30.90 feet;
8. S 89° 52' 43" W a distance of 27.50 feet;
9. N 87° 06' 51" W a distance of 30.91 feet;
10. N 85° 25' 50" W a distance of 33.32 feet;
11. N 83° 57' 02" W a distance of 32.67 feet;
12. N 82° 55' 20" W a distance of 27.68 feet;
13. N 84° 02' 37" W a distance of 25.81 feet;
14. N 85° 10' 50" W a distance of 29.44 feet;
15. N 85° 57' 08" W a distance of 28.99 feet;

16. N 85° 47' 52" W a distance of 28.17 feet;
17. N 81° 25' 50" W a distance of 28.60 feet;
18. N 76° 41' 49" W a distance of 29.15 feet;
19. N 73° 08' 35" W a distance of 28.55 feet;
20. N 70° 53' 21" W a distance of 28.11 feet;
21. N 69° 40' 34" W a distance of 29.60 feet;
22. N 69° 16' 06" W a distance of 30.58 feet;
23. N 69° 23' 51" W a distance of 31.51 feet;
24. N 69° 00' 03" W a distance of 30.04 feet;
25. N 67° 48' 40" W a distance of 31.55 feet;
26. N 68° 24' 20" W a distance of 27.25 feet;
27. N 62° 37' 03" W a distance of 29.46 feet;
28. N 58° 52' 53" W a distance of 25.03 feet;
29. N 54° 58' 57" W a distance of 28.04 feet;
30. N 57° 56' 49" W a distance of 30.20 feet;
31. N 61° 34' 17" W a distance of 32.80 feet;
32. N 66° 40' 06" W a distance of 25.01 feet to a point on line 1-4 of Washingtons Day Lode, US Mineral Survey 11885;

thence along said line 1-4 N 39° 23' 17" E a distance of 633.47 feet to corner No. 4 of said Washingtons Day Lode;

thence along line 4-3 of said Washingtons Day Lode N 45° 12' 18" W a distance of 150.58 feet to corner No. 3 of said Washingtons Day Lode;

thence N 40° 53' 21" W a distance of 1,096.94 feet;

thence N 47° 01' 18" E a distance of 320.86 feet;

thence N 42° 58' 23" W a distance of 169.95 feet;

thence S 47° 00' 48" W a distance of 314.68 feet;

thence N 40° 53' 21" W a distance of 710.26 feet to the Point of Beginning,

EXCEPT the Denver Lode, US Mineral Survey 745, total parcel containing 100.5 acres gross, 95.35 acres net more or less.

Lake Gulch Whiskey Resort Annexation No.2

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $69^{\circ}30'48''$ E a distance of 3,617.79 feet to the point of intersection of line 3-4 of the Clay County Lode, US Mineral Survey No. 360 with line 4-1 of the Williams Crossing Lode, US Mineral Survey No. 15824 being the Point of Beginning.

Thence S $40^{\circ}53'21''$ E along the City of Black Hawk Boundary a distance of 710.26 feet;

thence N $47^{\circ}00'48''$ E a distance of 314.68 feet;

thence S $42^{\circ}58'23''$ E a distance of 169.95 feet;

thence S $47^{\circ}01'18''$ W a distance of 320.86 feet;

thence S $40^{\circ}53'21''$ E a distance of 1096.94 feet to corner No. 3 of the Washingtons Day Lode, US Mineral Survey 11885;

thence along line 3-2 of said Washingtons Day Lode S $39^{\circ}23'18''$ W a distance of 664.25 feet to a point on the easterly edge of Lake Gulch Road, County Road 6;

thence along said easterly edge the following 42 courses:

1. N $48^{\circ}28'12''$ W a distance of 24.56 feet;
2. N $50^{\circ}23'24''$ W a distance of 26.25 feet;
3. N $53^{\circ}50'43''$ W a distance of 25.59 feet;
4. N $53^{\circ}43'00''$ W a distance of 33.90 feet;
5. N $52^{\circ}37'45''$ W a distance of 28.19 feet;
6. N $51^{\circ}12'12''$ W a distance of 30.55 feet;
7. N $49^{\circ}32'52''$ W a distance of 30.52 feet;
8. N $48^{\circ}21'34''$ W a distance of 28.91 feet;
9. N $47^{\circ}37'34''$ W a distance of 28.24 feet;
10. N $45^{\circ}09'35''$ W a distance of 27.49 feet;
11. N $43^{\circ}31'15''$ W a distance of 28.13 feet;

12. N 42° 12' 45" W a distance of 27.54 feet;
13. N 38° 01' 46" W a distance of 25.88 feet;
14. N 34° 08' 31" W a distance of 30.46 feet;
15. N 37° 44' 53" W a distance of 28.83 feet;
16. N 42° 43' 23" W a distance of 30.25 feet;
17. N 43° 58' 04" W a distance of 27.96 feet;
18. N 45° 20' 47" W a distance of 27.74 feet;
19. N 49° 06' 25" W a distance of 26.55 feet;
20. N 51° 35' 16" W a distance of 26.06 feet;
21. N 59° 58' 24" W a distance of 29.16 feet;
22. N 61° 25' 24" W a distance of 33.52 feet;
23. N 61° 44' 13" W a distance of 33.59 feet;
24. N 59° 21' 59" W a distance of 26.42 feet;
25. N 49° 29' 24" W a distance of 26.70 feet;
26. N 37° 52' 45" W a distance of 31.32 feet;
27. N 30° 56' 40" W a distance of 24.48 feet;
28. N 29° 24' 22" W a distance of 27.32 feet;
29. N 33° 48' 48" W a distance of 27.44 feet;
30. N 38° 52' 14" W a distance of 38.09 feet;
31. N 46° 02' 34" W a distance of 25.97 feet;
32. N 47° 57' 34" W a distance of 35.15 feet;
33. N 47° 25' 27" W a distance of 31.08 feet;
34. N 43° 51' 36" W a distance of 31.28 feet;
35. N 39° 40' 26" W a distance of 30.10 feet;
36. N 41° 30' 58" W a distance of 32.61 feet;
37. N 41° 29' 04" W a distance of 32.31 feet;
38. N 41° 52' 51" W a distance of 35.65 feet;
39. N 42° 17' 50" W a distance of 25.71 feet;

40. N 44° 56' 55" W a distance of 26.51 feet;
41. N 47° 16' 09" W a distance of 32.58 feet;
42. N 44° 25' 34" W a distance of 5.81 feet to the point of intersection with line 4-3 of the
Tariff Lode, US Mineral Survey No. 966;
thence N 47° 01' 18" E along said line 4-3 of said Tariff Lode a distance of 1068.76 feet to
corner No. 3 of said Tariff Lode;
thence N 42° 58' 23" W along line 3-2 of said Tariff Lode a distance of 149.95 feet to corner No.
2 of said Tariff lode;
thence S 47° 00' 48" W along line 2-1 of said Tariff Lode a distance of 367.57 feet to the point of
intersection with line 2-3 of the Williams Lode, US Mineral Survey No. 15824;
thence N 47° 53' 26" W along said line 2-3 of said Williams Lode a distance of 660.81 feet to the
point of intersection with line 6-5 of the East Clay County Lode, US Mineral Survey No. 18776;
thence S 17° 31' 51" W along said line 6-5 of said East Clay County Lode a distance of 88.60
feet to the point of intersection with line 3-2 of the Clay County Lode, US Mineral Survey No.
329A;
thence N 51° 26' 36" W along said line 3-2 of said Clay County Lode a distance of 26.56 feet to
corner No. 4 of said Clay County Lode, US Mineral Survey No. 360;
thence N 52° 11' 23" W along line 4-1 of said Clay County Lode, US Mineral Survey No. 360 a
distance of 114.49 feet to corner No. 2 of said Clay County Lode, US Mineral Survey No. 329A;
thence S 37° 28' 00" W along line 2-1 of said Clay County Lode, US Mineral Survey No. 329A a
distance of 547.96 feet to the point of intersection with line 4-1 of the Clay County Lode, US
Mineral Survey No. 329B;
thence N 54° 01' 59" W along said line 4-1 of the Clay County Lode, US Mineral Survey No.
329B a distance of 109.70 feet to corner No. 1 of said Clay County Lode, US Mineral Survey
No. 329B;
thence S 50° 08' 44" W along line 1-2 of said Clay County Lode, US Mineral Survey No. 329B a
distance of 172.25 feet to the point of intersection with the easterly edge of Lake Gulch Road;
thence along said easterly edge of Lake Gulch Road the following 12 courses:
 1. N 52° 05' 43" W a distance of 4.07 feet;
 2. N 50° 32' 17" W a distance of 30.12 feet;
 3. N 48° 45' 27" W a distance of 31.84 feet;
 4. N 48° 19' 15" W a distance of 29.52 feet;
 5. N 44° 59' 11" W a distance of 32.08 feet;

6. N 38° 27' 56" W a distance of 34.04 feet;
7. N 34° 37' 33" W a distance of 32.85 feet;
8. N 32° 21' 41" W a distance of 28.92 feet;
9. N 30° 53' 34" W a distance of 33.92 feet;
10. N 29° 02' 31" W a distance of 37.67 feet;
11. N 28° 29' 34" W a distance of 25.05 feet;
12. N 28° 12' 54" W a distance of 1.33 feet to the point of intersection with line 1-2 of the Caledonia Lode, US Mineral Survey No. MS 519;

thence N 49° 29' 47" E along said line 1-2 of said Caledonia Lode a distance of 724.79 feet to the point of intersection with line 6-5 of the Golden Gad Lode, US Mineral Survey No. 13048;

thence N 31° 43' 33" W along said line 6-5 of said Golden Gad Lode a distance of 50.45 feet to the point of intersection with the east-west centerline of said NW ¼ of said Section 18 and the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said east-west centerline of the NW ¼ and along the City of Black Hawk Patented Boundary a distance of 258.49 feet to the N 1/16th corner on the north-south centerline of said Section 18;

thence N 89° 32' 31" E along the east-west centerline of the NE ¼ of said Section 18 and along the City of Black Hawk Patented Boundary a distance of 246.17 feet to the point of intersection with line 3-4 of the Clay County Lode, US Mineral Survey No. 360;

thence S 27° 50' 26" W along said line 3-4 of said Clay County Lode a distance of 157.91 feet to the point of intersection with line 4-1 of the Williams Crossing Lode, US Mineral Survey No. 15824, the Point of Beginning, containing 29.21 acres more or less.

Lake Gulch Whiskey Resort Annexation No.3

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 00°14'12" E along the east line of the NE ¼ of said Section 13 a distance of 876.53 feet to the point of intersection with the northerly and easterly edge of Lake Gulch Road, County Road 6. Thence along said northerly and easterly edge of Lake Gulch Road the following 66 courses:

1. S 84° 44' 44" E a distance of 13.72 feet;

2. S 85° 15' 25" E a distance of 35.41 feet;
3. S 84° 42' 28" E a distance of 33.69 feet;
4. S 85° 28' 26" E a distance of 32.03 feet;
5. S 86° 21' 19" E a distance of 31.14 feet;
6. S 87° 13' 04" E a distance of 29.82 feet;
7. S 88° 23' 53" E a distance of 29.18 feet;
8. S 88° 24' 09" E a distance of 34.66 feet;
9. S 88° 22' 11" E a distance of 25.20 feet;
10. S 88° 22' 02" E a distance of 36.97 feet;
11. S 89° 43' 04" E a distance of 35.02 feet;
12. N 88° 16' 44" E a distance of 36.59 feet;
13. N 87° 31' 19" E a distance of 26.26 feet;
14. N 85° 29' 19" E a distance of 27.58 feet;
15. N 84° 48' 46" E a distance of 29.08 feet;
16. N 84° 07' 35" E a distance of 28.85 feet;
17. N 82° 03' 23" E a distance of 28.00 feet;
18. N 78° 58' 54" E a distance of 26.68 feet;
19. N 76° 54' 40" E a distance of 25.60 feet;
20. N 77° 08' 36" E a distance of 25.55 feet;
21. N 78° 10' 02" E a distance of 25.48 feet;
22. N 78° 39' 54" E a distance of 37.64 feet;
23. N 79° 54' 14" E a distance of 26.32 feet;
24. N 80° 28' 29" E a distance of 26.01 feet;
25. N 80° 13' 10" E a distance of 25.64 feet;
26. N 82° 00' 47" E a distance of 25.87 feet;
27. N 83° 11' 19" E a distance of 25.72 feet;
28. N 81° 54' 30" E a distance of 25.51 feet;
29. N 80° 36' 50" E a distance of 36.86 feet;

30. N 77° 53' 04" E a distance of 25.17 feet;
31. N 76° 30' 21" E a distance of 26.42 feet;
32. N 74° 45' 56" E a distance of 26.43 feet;
33. N 73° 10' 29" E a distance of 27.05 feet;
34. N 71° 02' 53" E a distance of 28.52 feet;
35. N 69° 29' 32" E a distance of 29.17 feet;
36. N 68° 02' 26" E a distance of 28.70 feet;
37. N 68° 11' 55" E a distance of 28.34 feet;
38. N 68° 11' 21" E a distance of 28.58 feet;
39. N 70° 17' 29" E a distance of 27.99 feet;
40. N 72° 23' 23" E a distance of 26.42 feet;
41. N 72° 28' 10" E a distance of 26.21 feet;
42. N 68° 41' 24" E a distance of 27.08 feet;
43. N 71° 51' 48" E a distance of 27.85 feet;
44. N 74° 45' 31" E a distance of 27.76 feet;
45. N 75° 42' 50" E a distance of 28.93 feet;
46. N 77° 13' 39" E a distance of 29.52 feet;
47. N 78° 51' 11" E a distance of 28.58 feet;
48. N 78° 32' 38" E a distance of 26.85 feet;
49. N 76° 41' 51" E a distance of 25.03 feet;
50. N 79° 17' 59" E a distance of 29.12 feet;
51. N 78° 11' 27" E a distance of 5.49 feet;
52. N 77° 38' 35" E a distance of 34.79 feet;
53. N 77° 18' 33" E a distance of 34.86 feet;
54. N 76° 11' 24" E a distance of 34.36 feet;
55. N 76° 19' 36" E a distance of 34.21 feet;
56. N 75° 55' 53" E a distance of 32.92 feet;
57. N 75° 45' 56" E a distance of 33.64 feet;

- 58. N 77° 56' 07" E a distance of 54.90 feet;
- 59. N 79° 21' 17" E a distance of 32.59 feet;
- 60. N 79° 51' 30" E a distance of 30.19 feet;
- 61. N 81° 04' 54" E a distance of 30.69 feet;
- 62. N 82° 42' 42" E a distance of 26.71 feet;
- 63. N 85° 59' 16" E a distance of 29.83 feet;
- 64. N 87° 30' 36" E a distance of 25.59 feet;
- 65. N 89° 45' 47" E a distance of 26.85 feet;
- 66. S 89° 47' 40" E a distance of 21.27 feet to the point of intersection with line 3-2 of the St. Anthony Lode, US Mineral Survey No. 19174;

thence N 39° 31' 27" E along said line 3-2 of said St. Anthony Lode a distance of 246.50 feet to the point of intersection with line 1-6 of the Susan-Mary Lode, US Mineral Survey No. 694;

thence S 19° 06' 00" E along said line 1-6 of said Susan-Mary Lode a distance of 35.27 feet to corner No. 6 of said Susan-Mary Lode;

thence N 70° 54' 00" E along line 6-5 of said Susan-Mary Lode a distance of 224.97 feet to the point of intersection with the east-west centerline of the NW 1/4 of said Section 18, the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said east-west centerline and City of Black Hawk Patented Boundary a distance of 553.67 feet to the point of intersection with line 4-3 of the Golden Gad Lode, US Mineral Survey No. 13048;

thence S 49° 45' 10" W along said line 4-3 of said Golden Gad Lode a distance of 340.06 feet to corner No. 3 of said Golden Gad Lode;

thence S 63° 17' 40" W along line 3-2 of said Golden Gad Lode a distance of 259.61 feet to the point of intersection with the easterly edge of Lake Gulch Road;

thence along said easterly edge of Lake Gulch Road the following 178 courses:

- 79. S 47° 36' 27" E a distance of 20.45 feet;
- 80. S 37° 01' 46" E a distance of 33.69 feet;
- 81. S 31° 20' 23" E a distance of 35.62 feet;
- 82. S 29° 21' 33" E a distance of 35.80 feet;
- 83. S 28° 33' 24" E a distance of 35.14 feet;
- 84. S 28° 15' 54" E a distance of 26.48 feet;

85. S 28° 12' 54" E a distance of 25.97 feet;
86. S 28° 29' 34" E a distance of 25.05 feet;
87. S 29° 02' 31" E a distance of 37.67 feet;
88. S 30° 53' 34" E a distance of 33.92 feet;
89. S 32° 21' 41" E a distance of 28.92 feet;
90. S 34° 37' 33" E a distance of 32.85 feet;
91. S 38° 27' 56" E a distance of 34.04 feet;
92. S 44° 59' 11" E a distance of 32.08 feet;
93. S 48° 19' 15" E a distance of 29.52 feet;
94. S 48° 45' 27" E a distance of 31.84 feet;
95. S 50° 32' 17" E a distance of 30.12 feet;
96. S 52° 05' 43" E a distance of 32.15 feet;
97. S 51° 09' 16" E a distance of 29.84 feet;
98. S 51° 16' 35" E a distance of 28.26 feet;
99. S 53° 32' 16" E a distance of 26.81 feet;
100. S 54° 36' 48" E a distance of 27.25 feet;
101. S 54° 32' 13" E a distance of 32.80 feet;
102. S 57° 04' 54" E a distance of 26.24 feet;
103. S 58° 48' 15" E a distance of 27.12 feet;
104. S 58° 36' 20" E a distance of 29.13 feet;
105. S 57° 16' 49" E a distance of 30.45 feet;
106. S 57° 52' 07" E a distance of 29.57 feet;
107. S 57° 47' 48" E a distance of 29.54 feet;
108. S 58° 32' 09" E a distance of 30.64 feet;
109. S 58° 55' 55" E a distance of 31.93 feet;
110. S 60° 47' 03" E a distance of 32.05 feet;
111. S 64° 12' 09" E a distance of 30.05 feet;
112. S 66° 59' 32" E a distance of 31.36 feet;

113. S 64° 57' 54" E a distance of 31.74 feet;
114. S 66° 27' 41" E a distance of 30.74 feet;
115. S 62° 36' 41" E a distance of 31.24 feet;
116. S 56° 45' 33" E a distance of 32.71 feet;
117. S 52° 10' 05" E a distance of 34.02 feet;
118. S 47° 33' 12" E a distance of 35.06 feet;
119. S 46° 14' 32" E a distance of 33.54 feet;
120. S 46° 05' 49" E a distance of 31.95 feet;
121. S 47° 24' 34" E a distance of 33.28 feet;
122. S 46° 33' 23" E a distance of 34.15 feet;
123. S 45° 20' 14" E a distance of 34.73 feet;
124. S 45° 05' 49" E a distance of 33.04 feet;
125. S 45° 18' 29" E a distance of 32.28 feet;
126. S 44° 25' 34" E a distance of 31.87 feet;
127. S 47° 16' 09" E a distance of 32.58 feet;
128. S 44° 56' 55" E a distance of 26.51 feet;
129. S 42° 17' 50" E a distance of 25.71 feet;
130. S 41° 52' 51" E a distance of 35.65 feet;
131. S 41° 29' 04" E a distance of 32.31 feet;
132. S 41° 30' 58" E a distance of 32.61 feet;
133. S 39° 40' 26" E a distance of 30.10 feet;
134. S 43° 51' 36" E a distance of 31.28 feet;
135. S 47° 25' 27" E a distance of 31.08 feet;
136. S 47° 57' 34" E a distance of 35.15 feet;
137. S 46° 02' 34" E a distance of 25.97 feet;
138. S 38° 52' 14" E a distance of 38.09 feet;
139. S 33° 48' 48" E a distance of 27.44 feet;
140. S 29° 24' 22" E a distance of 27.32 feet;

141. S 30° 56' 40" E a distance of 24.48 feet;
142. S 37° 52' 45" E a distance of 31.32 feet;
143. S 49° 29' 24" E a distance of 26.70 feet;
144. S 59° 21' 59" E a distance of 26.42 feet;
145. S 61° 44' 13" E a distance of 33.59 feet;
146. S 61° 25' 24" E a distance of 33.52 feet;
147. S 59° 58' 24" E a distance of 29.16 feet;
148. S 51° 35' 16" E a distance of 26.06 feet;
149. S 49° 06' 25" E a distance of 26.55 feet;
150. S 45° 20' 47" E a distance of 27.74 feet;
151. S 43° 58' 04" E a distance of 27.96 feet;
152. S 42° 43' 23" E a distance of 30.25 feet;
153. S 37° 44' 53" E a distance of 28.83 feet;
154. S 34° 08' 31" E a distance of 30.46 feet;
155. S 38° 01' 46" E a distance of 25.88 feet;
156. S 42° 12' 45" E a distance of 27.54 feet;
157. S 43° 31' 15" E a distance of 28.13 feet;
158. S 45° 09' 35" E a distance of 27.49 feet;
159. S 47° 37' 34" E a distance of 28.24 feet;
160. S 48° 21' 34" E a distance of 28.91 feet;
161. S 49° 32' 52" E a distance of 30.52 feet;
162. S 51° 12' 12" E a distance of 30.55 feet;
163. S 52° 37' 45" E a distance of 28.19 feet;
164. S 53° 43' 00" E a distance of 33.90 feet;
165. S 53° 50' 43" E a distance of 25.59 feet;
166. S 50° 23' 24" E a distance of 26.25 feet;
167. S 48° 28' 12" E a distance of 27.86 feet;
168. S 48° 55' 48" E a distance of 29.88 feet;

169. S 51° 44' 53" E a distance of 28.55 feet;
170. S 56° 10' 53" E a distance of 31.14 feet;
171. S 62° 17' 04" E a distance of 31.05 feet;
172. S 66° 41' 03" E a distance of 25.85 feet;
173. S 66° 40' 06" E a distance of 27.06 feet;
174. S 61° 34' 17" E a distance of 32.80 feet;
175. S 57° 56' 49" E a distance of 30.20 feet;
176. S 54° 58' 57" E a distance of 28.04 feet;
177. S 58° 52' 53" E a distance of 25.03 feet;
178. S 62° 37' 03" E a distance of 29.46 feet;
179. S 68° 24' 20" E a distance of 27.25 feet;
180. S 67° 48' 40" E a distance of 31.55 feet;
181. S 69° 00' 03" E a distance of 30.04 feet;
182. S 69° 23' 51" E a distance of 31.51 feet;
183. S 69° 16' 06" E a distance of 30.58 feet;
184. S 69° 40' 34" E a distance of 29.60 feet;
185. S 70° 53' 21" E a distance of 28.11 feet;
186. S 73° 08' 35" E a distance of 28.55 feet;
187. S 76° 41' 49" E a distance of 29.15 feet;
188. S 81° 25' 50" E a distance of 28.60 feet;
189. S 85° 47' 52" E a distance of 28.17 feet;
190. S 85° 57' 08" E a distance of 28.99 feet;
191. S 85° 10' 50" E a distance of 29.44 feet;
192. S 84° 02' 37" E a distance of 25.81 feet;
193. S 82° 55' 20" E a distance of 27.68 feet;
194. S 83° 57' 02" E a distance of 32.67 feet;
195. S 85° 25' 50" E a distance of 33.32 feet;
196. S 87° 06' 51" E a distance of 30.91 feet;

197. N 89° 52' 43" E a distance of 27.50 feet;
198. S 85° 37' 54" E a distance of 30.90 feet;
199. S 75° 08' 14" E a distance of 35.56 feet;
200. S 53° 47' 50" E a distance of 29.23 feet;
201. S 38° 37' 56" E a distance of 34.32 feet;
202. S 18° 09' 05" E a distance of 33.14 feet;
203. S 07° 44' 55" E a distance of 32.64 feet;
204. S 04° 13' 02" E a distance of 31.99 feet;
205. S 00° 41' 58" W a distance of 31.57 feet;
206. S 01° 13' 29" W a distance of 32.44 feet;
207. S 00° 03' 20" E a distance of 32.16 feet;
208. S 02° 47' 46" W a distance of 28.30 feet;
209. S 06° 12' 17" W a distance of 38.26 feet;
210. S 16° 17' 42" W a distance of 37.16 feet;
211. S 24° 29' 21" W a distance of 29.34 feet;
212. S 28° 41' 22" W a distance of 45.06 feet;
213. S 34° 24' 43" W a distance of 30.28 feet;
214. S 40° 01' 56" W a distance of 30.05 feet;
215. S 43° 22' 45" W a distance of 38.41 feet;
216. S 41° 40' 02" W a distance of 34.91 feet;
217. S 37° 13' 45" W a distance of 32.47 feet;
218. S 31° 34' 31" W a distance of 32.66 feet;
219. S 26° 02' 44" W a distance of 35.71 feet;
220. S 24° 24' 12" W a distance of 32.11 feet;
221. S 20° 02' 45" W a distance of 28.30 feet;
222. S 19° 00' 54" W a distance of 35.03 feet;
223. S 15° 53' 59" W a distance of 32.80 feet;
224. S 13° 56' 52" W a distance of 28.35 feet;

- 225. S 13° 41' 03" W a distance of 27.80 feet;
- 226. S 14° 06' 12" W a distance of 47.10 feet;
- 227. S 11° 45' 46" W a distance of 29.86 feet;
- 228. S 13° 18' 52" W a distance of 15.92 feet;
- 229. S 10° 22' 47" W a distance of 30.16 feet;
- 230. S 09° 29' 42" W a distance of 30.12 feet;
- 231. S 11° 50' 43" W a distance of 31.40 feet;
- 232. S 11° 03' 12" W a distance of 31.62 feet;
- 233. S 10° 04' 56" W a distance of 25.34 feet;
- 234. S 11° 08' 36" W a distance of 19.58 feet;
- 235. S 33° 47' 37" E a distance of 7.58 feet;
- 236. S 32° 05' 32" E a distance of 27.59 feet;
- 237. S 44° 08' 01" E a distance of 29.13 feet;
- 238. S 52° 04' 36" E a distance of 27.04 feet;
- 239. S 54° 37' 49" E a distance of 25.73 feet;
- 240. S 54° 46' 58" E a distance of 26.38 feet;
- 241. S 58° 03' 45" E a distance of 30.82 feet;
- 242. S 59° 18' 04" E a distance of 25.17 feet;
- 243. S 63° 19' 05" E a distance of 29.27 feet;
- 244. S 60° 16' 48" E a distance of 30.28 feet;
- 245. S 61° 39' 09" E a distance of 33.01 feet;
- 246. S 61° 28' 38" E a distance of 33.37 feet;
- 247. S 55° 46' 17" E a distance of 29.95 feet;
- 248. S 56° 17' 05" E a distance of 38.86 feet;
- 249. S 51° 45' 51" E a distance of 57.67 feet;
- 250. S 48° 44' 08" E a distance of 91.48 feet;
- 251. S 45° 53' 24" E a distance of 48.20 feet;
- 252. S 43° 37' 26" E a distance of 41.87 feet;

- 253. S 45° 38' 04" E a distance of 24.91 feet;
- 254. S 49° 36' 04" E a distance of 29.00 feet;
- 255. S 53° 53' 44" E a distance of 30.11 feet;
- 256. S 58° 27' 45" E a distance of 15.49 feet to the point of intersection with the south line of the SE ¼ of said Section 18;

thence N 89° 44' 17" W along said south line of said SE ¼ of said Section 18 a distance of 39.68 feet to the point of intersection with the westerly and southerly edge of said Lake Gulch Road;

thence along said westerly and southerly edge of said Lake Gulch Road the following 259 courses:

- 1. N 53° 53' 44" W a distance of 14.21 feet;
- 2. N 49° 36' 04" W a distance of 30.59 feet;
- 3. N 45° 38' 04" W a distance of 26.06 feet;
- 4. N 43° 37' 26" W a distance of 41.82 feet;
- 5. N 45° 53' 24" W a distance of 47.21 feet;
- 6. N 48° 44' 08" W a distance of 90.36 feet;
- 7. N 51° 45' 51" W a distance of 56.22 feet;
- 8. N 56° 17' 05" W a distance of 38.09 feet;
- 9. N 55° 46' 17" W a distance of 28.96 feet;
- 10. N 61° 28' 38" W a distance of 32.24 feet;
- 11. N 61° 39' 09" W a distance of 33.24 feet;
- 12. N 60° 16' 48" W a distance of 29.96 feet;
- 13. N 63° 19' 05" W a distance of 29.46 feet;
- 14. N 59° 18' 04" W a distance of 26.18 feet;
- 15. N 58° 03' 45" W a distance of 31.69 feet;
- 16. N 54° 46' 58" W a distance of 27.04 feet;
- 17. N 54° 37' 49" W a distance of 26.25 feet;
- 18. N 52° 04' 36" W a distance of 29.05 feet;
- 19. N 44° 08' 01" W a distance of 32.98 feet;
- 20. N 32° 05' 32" W a distance of 29.58 feet;

21. N 33° 47' 37" W a distance of 16.35 feet;
22. N 11° 08' 36" E a distance of 28.47 feet;
23. N 10° 04' 56" E a distance of 25.32 feet;
24. N 11° 03' 12" E a distance of 31.96 feet;
25. N 11° 50' 43" E a distance of 31.10 feet;
26. N 09° 29' 42" E a distance of 29.84 feet;
27. N 10° 22' 47" E a distance of 30.89 feet;
28. N 13° 18' 52" E a distance of 16.19 feet;
29. N 11° 45' 46" E a distance of 30.01 feet;
30. N 14° 06' 12" E a distance of 47.47 feet;
31. N 13° 41' 03" E a distance of 27.77 feet;
32. N 13° 56' 52" E a distance of 28.78 feet;
33. N 15° 53' 59" E a distance of 33.77 feet;
34. N 19° 00' 54" E a distance of 35.82 feet;
35. N 20° 02' 45" E a distance of 29.34 feet;
36. N 24° 24' 12" E a distance of 33.26 feet;
37. N 26° 02' 44" E a distance of 37.09 feet;
38. N 31° 34' 31" E a distance of 34.81 feet;
39. N 37° 13' 45" E a distance of 34.41 feet;
40. N 41° 40' 02" E a distance of 36.10 feet;
41. N 43° 22' 45" E a distance of 38.09 feet;
42. N 40° 01' 56" E a distance of 28.32 feet;
43. N 34° 24' 43" E a distance of 28.10 feet;
44. N 28° 41' 22" E a distance of 43.15 feet;
45. N 24° 29' 21" E a distance of 26.96 feet;
46. N 16° 17' 42" E a distance of 33.64 feet;
47. N 06° 12' 17" E a distance of 35.66 feet;
48. N 02° 47' 46" E a distance of 27.09 feet;

49. N 00° 03' 20" W a distance of 31.86 feet;
50. N 01° 13' 29" E a distance of 32.59 feet;
51. N 00° 41' 58" E a distance of 30.52 feet;
52. N 04° 13' 02" W a distance of 30.37 feet;
53. N 07° 44' 55" W a distance of 29.96 feet;
54. N 18° 09' 05" W a distance of 27.17 feet;
55. N 38° 37' 56" W a distance of 27.41 feet;
56. N 53° 47' 50" W a distance of 22.16 feet;
57. N 75° 08' 14" W a distance of 29.40 feet;
58. N 85° 37' 54" W a distance of 28.02 feet;
59. S 89° 52' 43" W a distance of 27.21 feet;
60. N 87° 06' 51" W a distance of 31.81 feet;
61. N 85° 25' 50" W a distance of 33.93 feet;
62. N 83° 57' 02" W a distance of 33.15 feet;
63. N 82° 55' 20" W a distance of 27.67 feet;
64. N 84° 02' 37" W a distance of 25.38 feet;
65. N 85° 10' 50" W a distance of 29.07 feet;
66. N 85° 57' 08" W a distance of 28.87 feet;
67. N 85° 47' 52" W a distance of 29.04 feet;
68. N 81° 25' 50" W a distance of 30.35 feet;
69. N 76° 41' 49" W a distance of 30.74 feet;
70. N 73° 08' 35" W a distance of 29.67 feet;
71. N 70° 53' 21" W a distance of 28.78 feet;
72. N 69° 40' 34" W a distance of 29.91 feet;
73. N 69° 16' 06" W a distance of 30.63 feet;
74. N 69° 23' 51" W a distance of 31.56 feet;
75. N 69° 00' 03" W a distance of 30.35 feet;
76. N 67° 48' 40" W a distance of 31.66 feet;

77. N 68° 24' 20" W a distance of 28.25 feet;
78. N 62° 37' 03" W a distance of 31.29 feet;
79. N 58° 52' 53" W a distance of 26.50 feet;
80. N 54° 58' 57" W a distance of 28.22 feet;
81. N 57° 56' 49" W a distance of 28.94 feet;
82. N 61° 34' 17" W a distance of 31.12 feet;
83. N 66° 40' 06" W a distance of 26.08 feet;
84. N 66° 41' 03" W a distance of 26.69 feet;
85. N 62° 17' 04" W a distance of 33.06 feet;
86. N 56° 10' 53" W a distance of 33.17 feet;
87. N 51° 44' 53" W a distance of 29.94 feet;
88. N 48° 55' 48" W a distance of 30.51 feet;
89. N 48° 28' 12" W a distance of 27.58 feet;
90. N 50° 23' 24" W a distance of 25.21 feet;
91. N 53° 50' 43" W a distance of 24.95 feet;
92. N 53° 43' 00" W a distance of 34.13 feet;
93. N 52° 37' 45" W a distance of 28.67 feet;
94. N 51° 12' 12" W a distance of 31.14 feet;
95. N 49° 32' 52" W a distance of 31.07 feet;
96. N 48° 21' 34" W a distance of 29.28 feet;
97. N 47° 37' 34" W a distance of 28.86 feet;
98. N 45° 09' 35" W a distance of 28.28 feet;
99. N 43° 31' 15" W a distance of 28.69 feet;
100. N 42° 12' 45" W a distance of 28.59 feet;
101. N 38° 01' 46" W a distance of 27.43 feet;
102. N 34° 08' 31" W a distance of 30.52 feet;
103. N 37° 44' 53" W a distance of 27.18 feet;
104. N 42° 43' 23" W a distance of 29.05 feet;

105. N 43° 58' 04" W a distance of 27.46 feet;
106. N 45° 20' 47" W a distance of 26.75 feet;
107. N 49° 06' 25" W a distance of 25.35 feet;
108. N 51° 35' 16" W a distance of 23.97 feet;
109. N 59° 58' 24" W a distance of 27.27 feet;
110. N 61° 25' 24" W a distance of 33.19 feet;
111. N 61° 44' 13" W a distance of 33.99 feet;
112. N 59° 21' 59" W a distance of 28.78 feet;
113. N 49° 29' 24" W a distance of 30.84 feet;
114. N 37° 52' 45" W a distance of 34.89 feet;
115. N 30° 56' 40" W a distance of 26.10 feet;
116. N 29° 24' 22" W a distance of 26.77 feet;
117. N 33° 48' 48" W a distance of 25.62 feet;
118. N 38° 52' 14" W a distance of 35.74 feet;
119. N 46° 02' 34" W a distance of 24.23 feet;
120. N 47° 57' 34" W a distance of 34.89 feet;
121. N 47° 25' 27" W a distance of 31.87 feet;
122. N 43° 51' 36" W a distance of 32.77 feet;
123. N 39° 40' 26" W a distance of 30.55 feet;
124. N 41° 30' 58" W a distance of 32.25 feet;
125. N 41° 29' 04" W a distance of 32.24 feet;
126. N 41° 52' 51" W a distance of 35.49 feet;
127. N 42° 17' 50" W a distance of 25.12 feet;
128. N 44° 56' 55" W a distance of 25.56 feet;
129. N 47° 16' 09" W a distance of 32.68 feet;
130. N 44° 25' 34" W a distance of 32.24 feet;
131. N 45° 18' 29" W a distance of 32.15 feet;
132. N 45° 05' 49" W a distance of 33.03 feet;

133. N 45° 20' 14" W a distance of 34.45 feet;
134. N 46° 33' 23" W a distance of 33.75 feet;
135. N 47° 24' 34" W a distance of 33.36 feet;
136. N 46° 05' 49" W a distance of 32.17 feet;
137. N 46° 14' 32" W a distance of 33.26 feet;
138. N 47° 33' 12" W a distance of 33.92 feet;
139. N 52° 10' 05" W a distance of 32.26 feet;
140. N 56° 45' 33" W a distance of 30.70 feet;
141. N 62° 36' 41" W a distance of 29.38 feet;
142. N 66° 27' 41" W a distance of 30.28 feet;
143. N 64° 57' 54" W a distance of 31.64 feet;
144. N 66° 59' 32" W a distance of 31.51 feet;
145. N 64° 12' 09" W a distance of 31.24 feet;
146. N 60° 47' 03" W a distance of 33.06 feet;
147. N 58° 55' 55" W a distance of 32.37 feet;
148. N 58° 32' 09" W a distance of 30.86 feet;
149. N 57° 47' 48" W a distance of 29.66 feet;
150. N 57° 52' 07" W a distance of 29.67 feet;
151. N 57° 16' 49" W a distance of 30.31 feet;
152. N 58° 36' 20" W a distance of 28.84 feet;
153. N 58° 48' 15" W a distance of 27.42 feet;
154. N 57° 04' 54" W a distance of 27.06 feet;
155. N 54° 32' 13" W a distance of 33.27 feet;
156. N 54° 36' 48" W a distance of 27.44 feet;
157. N 53° 32' 16" W a distance of 27.45 feet;
158. N 51° 16' 35" W a distance of 28.72 feet;
159. N 51° 09' 16" W a distance of 29.69 feet;
160. N 52° 05' 43" W a distance of 32.27 feet;

161. N 50° 32' 17" W a distance of 30.76 feet;
162. N 48° 45' 27" W a distance of 32.27 feet;
163. N 48° 19' 15" W a distance of 30.25 feet;
164. N 44° 59' 11" W a distance of 33.97 feet;
165. N 38° 27' 56" W a distance of 36.03 feet;
166. N 34° 37' 33" W a distance of 34.03 feet;
167. N 32° 21' 41" W a distance of 29.64 feet;
168. N 30° 53' 34" W a distance of 34.55 feet;
169. N 29° 02' 31" W a distance of 38.14 feet;
170. N 28° 29' 34" W a distance of 25.20 feet;
171. N 28° 12' 54" W a distance of 26.03 feet;
172. N 28° 15' 54" W a distance of 26.41 feet;
173. N 28° 33' 24" W a distance of 34.93 feet;
174. N 29° 21' 33" W a distance of 35.27 feet;
175. N 31° 20' 23" W a distance of 34.15 feet;
176. N 37° 01' 46" W a distance of 30.56 feet;
177. N 47° 36' 27" W a distance of 27.50 feet;
178. N 55° 33' 38" W a distance of 30.91 feet;
179. N 61° 36' 30" W a distance of 25.13 feet;
180. N 63° 34' 32" W a distance of 26.32 feet;
181. N 64° 31' 22" W a distance of 25.12 feet;
182. N 67° 22' 05" W a distance of 26.00 feet;
183. N 69° 56' 57" W a distance of 31.66 feet;
184. N 71° 44' 22" W a distance of 26.36 feet;
185. N 73° 18' 40" W a distance of 30.03 feet;
186. N 77° 37' 44" W a distance of 25.62 feet;
187. N 82° 16' 38" W a distance of 26.04 feet;
188. N 88° 32' 40" W a distance of 28.15 feet;

189. S 89° 07' 00" W a distance of 25.28 feet;
190. S 87° 57' 44" W a distance of 28.75 feet;
191. S 89° 11' 41" W a distance of 28.08 feet;
192. S 89° 11' 13" W a distance of 25.02 feet;
193. N 89° 16' 33" W a distance of 25.73 feet;
194. N 89° 47' 40" W a distance of 29.71 feet;
195. S 89° 45' 47" W a distance of 26.33 feet;
196. S 87° 30' 36" W a distance of 24.87 feet;
197. S 85° 59' 16" W a distance of 28.91 feet;
198. S 82° 42' 42" W a distance of 25.77 feet;
199. S 81° 04' 54" W a distance of 30.14 feet;
200. S 79° 51' 30" W a distance of 29.85 feet;
201. S 79° 21' 17" W a distance of 32.22 feet;
202. S 77° 56' 07" W a distance of 54.21 feet;
203. S 75° 45' 56" W a distance of 33.26 feet;
204. S 75° 55' 53" W a distance of 33.03 feet;
205. S 76° 19' 36" W a distance of 34.26 feet;
206. S 76° 11' 24" W a distance of 34.55 feet;
207. S 77° 18' 33" W a distance of 35.14 feet;
208. S 77° 38' 35" W a distance of 34.96 feet;
209. S 78° 11' 27" W a distance of 5.81 feet;
210. S 79° 17' 59" W a distance of 28.84 feet;
211. S 76° 41' 51" W a distance of 24.88 feet;
212. S 78° 32' 38" W a distance of 27.26 feet;
213. S 78° 51' 11" W a distance of 28.33 feet;
214. S 77° 13' 39" W a distance of 28.92 feet;
215. S 75° 42' 50" W a distance of 28.46 feet;
216. S 74° 45' 31" W a distance of 27.02 feet;

- 217. S 71° 51' 48" W a distance of 26.69 feet;
- 218. S 68° 41' 24" W a distance of 27.19 feet;
- 219. S 72° 28' 10" W a distance of 26.92 feet;
- 220. S 72° 23' 23" W a distance of 26.00 feet;
- 221. S 70° 17' 29" W a distance of 27.18 feet;
- 222. S 68° 11' 21" W a distance of 28.17 feet;
- 223. S 68° 11' 55" W a distance of 28.31 feet;
- 224. S 68° 02' 26" W a distance of 28.95 feet;
- 225. S 69° 29' 32" W a distance of 29.75 feet;
- 226. S 71° 02' 53" W a distance of 29.23 feet;
- 227. S 73° 10' 29" W a distance of 27.76 feet;
- 228. S 74° 45' 56" W a distance of 27.07 feet;
- 229. S 76° 30' 21" W a distance of 27.01 feet;
- 230. S 77° 53' 04" W a distance of 25.96 feet;
- 231. S 80° 36' 50" W a distance of 37.64 feet;
- 232. S 81° 54' 30" W a distance of 26.00 feet;
- 233. S 83° 11' 19" W a distance of 25.74 feet;
- 234. S 82° 00' 47" W a distance of 25.30 feet;
- 235. S 80° 13' 10" W a distance of 25.35 feet;
- 236. S 80° 28' 29" W a distance of 25.95 feet;
- 237. S 79° 54' 14" W a distance of 25.97 feet;
- 238. S 78° 39' 54" W a distance of 37.31 feet;
- 239. S 78° 10' 02" W a distance of 25.19 feet;
- 240. S 77° 08' 36" W a distance of 25.31 feet;
- 241. S 76° 54' 40" W a distance of 25.95 feet;
- 242. S 78° 58' 54" W a distance of 27.66 feet;
- 243. S 82° 03' 23" W a distance of 28.99 feet;
- 244. S 84° 07' 35" W a distance of 29.37 feet;

245. S 84° 48' 46" W a distance of 29.34 feet;
 246. S 85° 29' 19" W a distance of 28.10 feet;
 247. S 87° 31' 19" W a distance of 26.80 feet;
 248. S 88° 16' 44" W a distance of 37.12 feet;
 249. N 89° 43' 04" W a distance of 35.66 feet;
 250. N 88° 22' 02" W a distance of 37.23 feet;
 251. N 88° 22' 11" W a distance of 25.20 feet;
 252. N 88° 24' 09" W a distance of 34.65 feet;
 253. N 88° 23' 53" W a distance of 29.41 feet;
 254. N 87° 13' 04" W a distance of 30.21 feet;
 255. N 86° 21' 19" W a distance of 31.47 feet;
 256. N 85° 28' 26" W a distance of 32.34 feet;
 257. N 84° 42' 28" W a distance of 33.73 feet;
 258. N 85° 15' 25" W a distance of 35.41 feet;
 259. N 84° 44' 44" W a distance of 11.88 feet to the point of intersection with the east line of said NE ¼ of said Section 13;
 thence N 00° 14' 12" E along said east line of said NE ¼ of said Section 13 a distance of 22.08 feet to the Point of Beginning containing 8.03 acres more or less.

Lake Gulch Whiskey Resort Annexation No.4

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 77° 17' 58" E a distance of 5,336.50 feet to a point on the easterly edge of Lake Gulch Road, being the Point of Beginning.

Thence S 88° 20' 50" E along the City of Black Hawk Boundary a distance of 663.62 feet to the S 1/16th corner of Sections 17 and 18;

thence S 00° 00' 33" W along the east line of the SE ¼ of said Section 18 a distance of 1312.03 feet to the SE corner of said Section 18;

thence N 89° 44' 17" W along the south line of the SE ¼ of said Section 18 a distance of 387.79 feet to a point on the easterly edge of Lake Gulch Road, County Road 6;

thence along said easterly edge of said Lake Gulch Road the following 32 courses:

1. N 58° 27' 45" W a distance of 15.49 feet;
2. N 53° 53' 44" W a distance of 30.11 feet;
3. N 49° 36' 04" W a distance of 29.00 feet;
4. N 45° 38' 04" W a distance of 24.91 feet;
5. N 43° 37' 26" W a distance of 41.87 feet;
6. N 45° 53' 24" W a distance of 48.20 feet;
7. N 48° 44' 08" W a distance of 91.48 feet;
8. N 51° 45' 51" W a distance of 57.67 feet;
9. N 56° 17' 05" W a distance of 38.86 feet;
10. N 55° 46' 17" W a distance of 29.95 feet;
11. N 61° 28' 38" W a distance of 33.37 feet;
12. N 61° 39' 09" W a distance of 33.01 feet;
13. N 60° 16' 48" W a distance of 30.28 feet;
14. N 63° 19' 05" W a distance of 29.27 feet;
15. N 59° 18' 04" W a distance of 25.17 feet;
16. N 58° 03' 45" W a distance of 30.82 feet;
17. N 54° 46' 58" W a distance of 26.38 feet;
18. N 54° 37' 49" W a distance of 25.73 feet;
19. N 52° 04' 36" W a distance of 27.04 feet;
20. N 44° 08' 01" W a distance of 29.13 feet;
21. N 32° 05' 32" W a distance of 27.59 feet;
22. N 33° 47' 37" W a distance of 7.58 feet;
23. N 11° 08' 36" E a distance of 19.58 feet;
24. N 10° 04' 56" E a distance of 25.34 feet;

25. N 11° 03' 12" E a distance of 31.62 feet;
 26. N 11° 50' 43" E a distance of 31.40 feet;
 27. N 09° 29' 42" E a distance of 30.12 feet;
 28. N 10° 22' 47" E a distance of 30.16 feet;
 29. N 13° 18' 52" E a distance of 15.92 feet;
 30. N 11° 45' 46" E a distance of 29.86 feet;
 31. N 14° 06' 12" E a distance of 47.10 feet;
 32. N 13° 41' 03" E a distance of 24.47 feet to the point of intersection with line 2-3 of the Rickard Lode, US Mineral Survey No. 16283;
- thence N 67° 02' 38" E along said line 2-3 of said Rickard Lode a distance of 945.51 feet to corner No. 3 of said Rickard Lode;
- thence N 23° 02' 09" W along line 3-4 of said Rickard Lode a distance of 150.08 feet to corner No. 4 of said Rickard Lode;
- thence S 67° 01' 09" W along line 4-1 of said Rickard Lode a distance of 153.49 feet to the point of intersection with line 3-4 of the Olivia Lode, US Mineral Survey No. 13916;
- thence S 29° 39' 14" E along said line 3-4 a distance of 131.02 feet to corner No. 4 of said Olivia Lode;
- thence S 60° 16' 49" W along line 4-1 of said Olivia Lode a distance of 150.24 feet to corner No. 1 of said Olivia Lode;
- thence N 29° 41' 13" W along line 1-2 of said Olivia Lode a distance of 148.78 to the point of intersection with said line 4-1 of said Rickard Lode;
- thence S 67° 01' 09" W along said line 4-1 of said Rickard Lode a distance of 497.85 feet to the point of intersection with the easterly line of said Lake Gulch Road;
- thence along said easterly edge of said Lake Gulch Road the following 14 courses:
1. N 31° 34' 31" E a distance of 20.73 feet;
 2. N 37° 13' 45" E a distance of 32.47 feet;
 3. N 41° 40' 02" E a distance of 34.91 feet;
 4. N 43° 22' 45" E a distance of 38.41 feet;
 5. N 40° 01' 56" E a distance of 30.05 feet;
 6. N 34° 24' 43" E a distance of 30.28 feet;
 7. N 28° 41' 22" E a distance of 45.06 feet;

8. N 24° 29' 21" E a distance of 29.34 feet;
9. N 16° 17' 42" E a distance of 37.16 feet;
10. N 06° 12' 17" E a distance of 38.26 feet;
11. N 02° 47' 46" E a distance of 28.30 feet;
12. N 00° 03' 20" W a distance of 32.16 feet;
13. N 01° 13' 29" E a distance of 32.44 feet;
14. N 00° 41' 58" E a distance of 31.57 feet to the Point of Beginning, containing 20.72 acres more or less.

Lake Gulch Whiskey Resort Annexation No.5

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 37° 49' 49" E a distance of 1,154.79 feet to the intersection of line 3-4 of the Annex Lode, US Mineral Survey No. 7799 with the easterly and northerly edge of Lake Gulch Road, County Road 6 being the Point of Beginning.

Thence N 61° 53' 31" E along said line 3-4 of said Annex Lode a distance of 1064.95 feet to the point of intersection with the east-west centerline of the NW ¼ of said Section 18 and the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said east-west centerline of said NW ¼ and City of Black Hawk Patented Boundary a distance of 227.43 feet to the point of intersection with line 1-4 of the St. Anthony Lode, US Mineral Survey No. 19174;

thence S 39° 30' 42" W along said line 1-4 of said St. Anthony Lode a distance of 328.85 feet to the point of intersection with said easterly and northerly edge of Lake Gulch Road;

thence along said easterly and northerly edge of Lake Gulch Road the following 8 courses:

1. S 79° 21' 17" W a distance of 10.12 feet;
2. S 77° 56' 07" W a distance of 54.90 feet;
3. S 75° 45' 56" W a distance of 33.64 feet;
4. S 75° 55' 53" W a distance of 32.92 feet;

5. S 76° 19' 36" W a distance of 34.21 feet;
6. S 76° 11' 24" W a distance of 34.36 feet;
7. S 77° 18' 33" W a distance of 34.86 feet;
8. S 77° 38' 35" W a distance of 27.75 feet to the point of intersection with line 1-2 of the Elizabeth Lode, US Mineral Survey No. 15894;

thence N 39° 23' 46" E along said line 1-2 of said Elizabeth Lode a distance of 249.88 feet to the point of intersection with line 3-2 of the Black Diamond Lode, US Mineral Survey No. 17634;

thence S 63° 58' 12" W along said line 3-2 of said Black Diamond Lode a distance of 827.46 feet to the point of intersection with said easterly and northerly edge of said Lake Gulch Road;

thence along said easterly and northerly edge of said Lake Gulch Road the following 5 courses:

1. S 80° 36' 50" W a distance of 18.54 feet;
2. S 81° 54' 30" W a distance of 25.51 feet;
3. S 83° 11' 19" W a distance of 25.72 feet;
4. S 82° 00' 47" W a distance of 25.87 feet;
5. S 80° 13' 10" W a distance of 22.34 feet to the Point of Beginning containing 2.58 acres more or less.

Lake Gulch Whiskey Resort Annexation No.6

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 20° 56' 43" E a distance of 997.85 feet to the point of intersection of line 3-4 of the Dale Lode, US Mineral Survey No. 13338 with line 2-1 of the Notaway Extension Lode, US Mineral Survey No. 9722 being the Point of Beginning.

thence N 24° 10' 55" E along said line 2-1 of said Notaway Extension Lode a distance of 105.93 feet to the point of intersection with line 1-5 of the Gulch Lode, US Mineral Survey No. 12784;

thence N 36° 25' 58" E along said line 1-5 of said Gulch Lode a distance of 382.53 feet to corner No. 5 of said Gulch Lode;

thence N 52° 39' 02" W along line 5-4 of said Gulch Lode a distance of 83.36 feet to the point of intersection with said Line 2-1 of said Notaway Extension Lode;

thence N 24° 10' 55" E along said Line 2-1 of said Notaway Extension Lode a distance of 36.99 feet to the point of intersection with the east-west centerline of the NW ¼ of said Section 18 and the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said east-west centerline and City of Black Hawk Patented Boundary a distance of 756.52 feet to the point of intersection with line 1-2 of the Annex Lode, US Mineral Survey No. 7799;

thence S 61° 53' 31" W along said line 1-2 of said Annex Lode a distance of 776.77 feet to the point of intersection with line 7-6 of said Dale Lode, US Mineral Survey No. 13338;

thence N 39° 23' 00" E along said line 7-6 of said Dale Lode a distance of 409.81 feet to corner No. 6 of said Dale Lode;

thence N 50° 28' 19" W along line 6-5 of said Dale Lode a distance of 74.00 feet to corner No. 5 of said Dale Lode;

thence N 89° 24' 17" W along line 5-4 of said Dale Lode a distance of 97.24 feet to corner No. 4 of said Dale Lode;

thence S 39° 23' 43" W along line 4-3 of said Dale Lode a distance of 624.77 feet to the Point of Beginning containing 2.35 acres more or less.

Lake Gulch Whiskey Resort Annexation No.7

A parcel of land located in Sections 17 and 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 77° 17' 58" E a distance of 5,336.50 feet to a point on the easterly edge of Lake Gulch Road;

thence S 88° 20' 50" E along the City of Black Hawk Boundary a distance of 663.62 feet to the S 1/16th corner of Sections 17 and 18 being the Point of Beginning.

Thence N 27° 33' 11" W along the City of Black Hawk Boundary a distance of 938.48 feet to corner No. 4 of the Little Mattie Lode, US Mineral Survey No. 970;

thence N 44° 29' 09" E along line 4-3 of said Little Mattie Lode a distance of 1500.03 feet to corner No. 3 of said Little Mattie Lode;

thence N 42° 07' 27" E along the City of Black Hawk Boundary a distance of 980.96 feet to the north-south centerline of the NW ¼ of said Section 17;

thence S 01° 03' 00" E along said north-south centerline of said NW ¼ of said Section 17 a distance of 1273.98 feet to the W 1/16th corner on the east-west centerline of said NW ¼ of Section 17;

thence S 00° 21' 55" E along said north-south centerline of said NW ¼ of said Section 17 a distance of 111.85 feet to the point of intersection with line 1-2 of the Mascot Lode, US Mineral Survey No. 845;

thence S 55° 22' 15" W along said line 1-2 of said Mascot Lode a distance of 100.62 feet to corner No. 2 of said Mascot Lode;

thence S 34° 54' 36" E along line 2-3 of said Mascot Lode a distance of 146.65 feet to the point of intersection with the north-south centerline of the SW ¼ of said Section 17;

thence S 00° 21' 55" E along said north-south centerline of said SW ¼ of said Section 17 a distance of 1034.62 feet to the SW 1/16th corner of said Section 17;

thence S 88° 35' 30" W along the east-west centerline of the SW ¼ of said Section 17 a distance of 1307.15 feet to the S 1/16th corner of Sections 17 and 18, the Point of Beginning containing 63.62 acres more or less.

EXHIBIT C

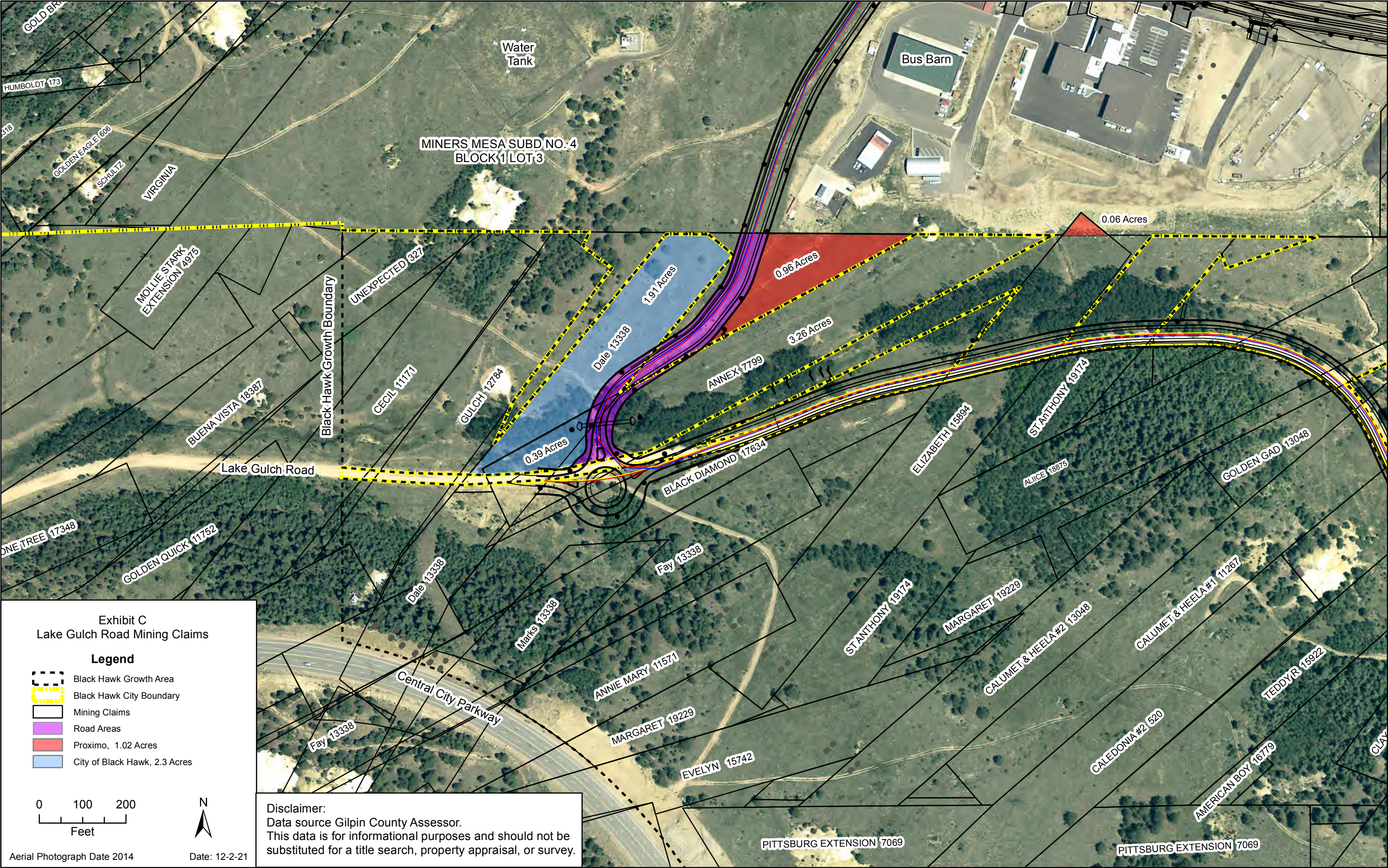


Exhibit C
Lake Gulch Road Mining Claims

- Legend**
- Black Hawk Growth Area
 - Black Hawk City Boundary
 - Mining Claims
 - Road Areas
 - Proximo, 1.02 Acres
 - City of Black Hawk, 2.3 Acres

0 100 200
Feet



Aerial Photograph Date 2014

Date: 12-2-21

Disclaimer:
Data source Gilpin County Assessor.
This data is for informational purposes and should not be
substituted for a title search, property appraisal, or survey.

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

Resolution No. 88-2021

**TITLE: A RESOLUTION MAKING CERTAIN FINDINGS OF FACT
REGARDING THE PROPOSED ANNEXATION OF A
PARCEL OF LAND TO THE CITY OF BLACK HAWK,
COLORADO, KNOWN AS THE LAKE GULCH WHISKEY
RESORT ANNEXATION**

WHEREAS, a Petition in Annexation was filed with the City Clerk on September 21, 2021, requesting the annexation of certain unincorporated territory located in the County of Gilpin, State of Colorado, otherwise known as the Lake Gulch Whiskey Resort Annexation No. 15, and described in the attached **Exhibit A**;

WHEREAS, said Petition in Annexation was forwarded by the City Clerk to the City Council;

WHEREAS, the City Council of the City of Black Hawk, Colorado, by resolution passed on October 13, 2021, found substantial compliance of said Petition with C.R.S. § 31-12-107(1);

WHEREAS, the City Council of the City of Black Hawk, Colorado, conducted a public hearing on December 8, 2021, as required by law to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 to establish eligibility for annexation of that property described in Exhibit A;

WHEREAS, public notice of such public hearing was published once a week for four (4) consecutive weeks and notice by registered mail was given to the Clerk of the Board of County Commissioners, the County Attorney, the school district and to any special district having territory in the area to be annexed as required by law;

WHEREAS, the public hearing on said annexation Petitions was conducted in accordance with the requirements of the law; and

WHEREAS, pursuant to C.R.S. § 31-12-110, the City Council, sitting as the governing body of the City of Black Hawk, Colorado, is required to set forth its findings of fact and its conclusion as to the eligibility for annexation to the City of Black Hawk of the property described in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. With regard to the annexation of the territory described in **Exhibit A**, attached hereto and incorporated herein, the applicable provisions of C.R.S. § 31-12-104 have been met in that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the City; and therefore, because of such contiguity, a community of interest exists between the territory proposed to be annexed and the City; the territory proposed to be annexed is urban or will be urbanized in the near future, and the territory proposed to be annexed is integrated or is capable of being integrated with the City.

Section 2. The applicable provisions of C.R.S. § 32-12-105 have been met in that no land held in identical ownership has been divided or included without written consent of the owner thereof; that no annexation proceedings have been commenced by another municipality; that the annexation will not result in the detachment of area from a school district; that the annexation will not result in the extension of a municipal boundary more than three (3) miles; that the City has in place a plan for said three-mile area; and that in establishing the boundaries of the area to be annexed the entire width of any street or alley is included within the area annexed.

Section 3. An annexation election is not required under C.R.S. § 31-12-107(2) and that no additional terms or conditions are to be imposed upon the area to be annexed other than as contained in the Annexation Agreement, a copy of which is attached hereto and incorporated herein as **Exhibit B**.

Section 4. The Annexation Agreement between the City of Black Hawk and Proximo Distillers, LLC, is hereby approved and the Mayor and City Clerk are authorized and directed to execute the same.

Section 5. The property described in the attached Exhibit A is eligible for annexation to the City of Black Hawk and all requirements of law have been met for such annexation, including the requirements of C.R.S. §§ 31-12-104 and 31-12-105, as amended.

Section 6. An ordinance annexing to the City of Black Hawk that property described in the attached Exhibit A shall be considered by this City Council pursuant to C.R.S. § 31-12-111.

Section 7. Effective Date. This Resolution shall take effect upon adoption by the City Council. However, by operation of C.R.S. § 31-12-113(2), the annexation will not become effective until the City Clerk completes the filings required by statute.

RESOLVED AND PASSED this 8th day of December, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

EXHIBIT A

Lake Gulch Whiskey Resort Annexation No. 15

The Little Mattie Lode, US Mineral Survey No. 970 in Sections 17&18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S $87^{\circ}15'37''$ E a distance of 5,334.83 feet to corner No. 1 of said Little Mattie Lode, being the Point of Beginning.

Thence N $44^{\circ}28'40''$ E along line 1-2 of said Little Mattie Lode a distance of 1499.34 feet to corner No. 2 of said Little Mattie Lode;

thence S $45^{\circ}33'27''$ E along line 2-3 of said Little Mattie Lode a distance of 149.96 feet to corner No. 3 of said Little Mattie Lode;

thence S $44^{\circ}29'09''$ W along line 3-4 of said Little Mattie Lode a distance of 1500.03 feet to corner No. 4 of said Little Mattie Lode;

thence N $45^{\circ}17'32''$ W along line 4-1 of said Little Mattie Lode a distance of 149.75 feet to the Point of Beginning, containing 5.16 Acres, more or less.

Exhibit B
Annexation Agreement

**COMBINED ANNEXATION AGREEMENT REGARDING THE SO-CALLED
"BULGE" PROPERTY AND FIRST AMENDMENT TO PREVIOUS ANNEXATION
AGREEMENT BETWEEN THE CITY AND PROXIMO DISTILLERS, LLC**

THIS COMBINED ANNEXATION AGREEMENT REGARDING THE SO-CALLED "BULGE" PROPERTY AND FIRST AMENDMENT TO PREVIOUS ANNEXATION AGREEMENT (collectively this "Agreement") is made and entered into as of the ____ day of _____, 2021 by and between PROXIMO DISTILLERS, LLC (hereinafter referred to as the "Property Owner"), and the CITY OF BLACK HAWK, a home rule municipal corporation of the State of Colorado (hereinafter referred to as the "City" and, collectively with the Property Owner, as the "Parties").

A. The Property Owner is the owner of certain real property (the "Property") situated in the County of Gilpin, State of Colorado, which Property is described in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. The Property Owner desires to have the Property annexed to the City.

C. In addition, the Parties have previously entered into that Annexation Agreement dated March 17, 2020 and recorded in the public records of Gilpin County on April 14, 2020 as Reception Number 165905 (the "Previous Annexation Agreement") regarding the property more particularly described in **Exhibit B**, attached hereto, and incorporated herein by this reference, by which the City annexed other property owned by the Property Owner, and the Parties desire to amend the provisions of the Previous Annexation Agreement only as more particularly described in Section 4.c. of this Agreement. All other provisions of this Agreement solely relate to the annexation of the Property.

D. The City wishes to annex the Property in a series of annexations, and zone the Property into the City, and shall consider the annexation petitions and zoning application for the Property upon the condition that this Agreement is approved by the City and is executed by the City and the Property Owner.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the City and the Property Owner hereby agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.

2. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by the Property Owner upon annexation and initial development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the City of Black Hawk Zoning Ordinance and Subdivision Regulations, as amended, any and all state statutes, and the City of Black Hawk Home Rule Charter and the ordinances of the City.

3. Definitions. As used in this Agreement, the following terms shall have the meanings indicated:

a. *Annexation Ordinance(s)*. An ordinance or ordinances of the City annexing the Property, or any portion thereof, to the City.

b. *Effective Date of Annexation*. As set forth in Section 5 hereof.

c. *Legal Challenge*. For purposes of this Agreement, either of the following will constitute a Legal Challenge: (i) any third party commences any legal proceeding, request for reconsideration pursuant to C.R.S. § 31-12-116, or other action that directly or indirectly challenges (A) this Agreement or (B) the annexation and/or initial zoning of the Property; or (ii) any third party submits a petition for a referendum or other challenge seeking to reverse or nullify any such ordinances or actions.

d. *Zoning Ordinance*. An ordinance or ordinances zoning the Property, or any portion thereof.

4. Zoning and Development.

a. Zoning. The Property Owner is entering into this Agreement and is undertaking the obligations imposed upon the Property Owner herein in reliance upon the City's adoption of certain ordinances annexing the Property into the City and the taking of the following additional actions more particularly described in Section 4.b. regarding the permitted development of the Property.

b. Permitted Development. All development of the Property shall be conducted in accordance with this Agreement, City ordinances and regulations, and applicable state and federal law and regulations. The Property Owner specifically agrees that the design, improvement, construction, development, and use of the Property shall be in conformance with, and that the Property Owner shall comply with, all City ordinances and resolutions, including, without limitation, ordinances and resolutions pertaining to annexation, subdivision, zoning, storm drainage, utilities, and flood control. The City shall allow and permit the development of the Property upon submission of proper application and payment of fees imposed by City ordinances and regulations. In the case of conflict between City ordinances and regulations and the terms of this Agreement, this Agreement shall control. Specifically, the Parties agree that all development of the Property shall be conducted in accordance with the Lake Gulch Whiskey Resort Planned Unit Development Amendment 1 (the "PUD Amendment 1"), approved by the City by ordinance concurrently with the approval of the annexation of the Property and this Agreement.

c. Application to Previous Annexation Agreement. The City and Property Owner specifically agree that the PUD Amendment 1 is and shall be the zoning applicable to the Previous Annexation Agreement, and the PUD Amendment 1 is and shall be deemed an amendment to the Previous Annexation Agreement.

5. Effective Date of Annexation. The annexation of the Property to the City shall become effective upon the filing of the Annexation Ordinance(s) and map(s) with the Clerk & Recorder of Gilpin County, Colorado, pursuant to C.R.S. § 31-12-113(2). The City shall make such filing upon the last to occur of the following, and not otherwise:

- a. Final approval of the Annexation Ordinance(s);
 - b. Final approval of the Zoning Ordinance; and
 - c. Expiration of the time for a Legal Challenge to the Annexation Ordinance(s) or the Zoning Ordinance.
6. City Fees.
- a. Administrative Fee. The Property Owner hereby agrees to pay the City the actual cost plus fifteen percent (15%) to defray the administrative and review expenses of the City, and for planning, engineering, surveying, and legal services rendered in connection with the review of the annexation of the Property, which costs shall be the City's reasonable and documented actual costs, not including any costs incurred before January 3, 2020, and which will be invoiced to the Property Owner on a monthly basis by the City Manager. In addition, the Property Owner shall reimburse the City for the actual cost of making corrections or additions to the official City Map, with a fee for recording such map, if necessary, and accompanying documents with the Clerk & Recorder of Gilpin County, Colorado.
 - b. Impact Fees/Cash in Lieu of Land Dedication. The City as an inducement to the annexation of the Property hereby waives the imposition of the City's Parking Impact Fee otherwise required by Article VI of Chapter 4 of the Black Hawk Municipal Code, and further waives the imposition of the Fire and Police Protection Impact Fee otherwise required by Article VII of Chapter 4 of the Black Hawk Municipal Code.
 - c. Enforcement; Amendment. The City may withhold any plat approval or withhold the issuance of any permits for construction or occupancy for failure to pay City fees as provided herein. All fees recited in this Agreement shall be subject to amendment by the City Council by ordinance so long as any amendment is City-wide and generally applicable. Any amendment to such fees shall be incorporated into this Agreement as if originally set forth herein.
7. Summary Exhibit Depicting Land Exchange. The Parties agree that **Exhibit C**, attached hereto and incorporated herein by this reference, depicts the land exchange more particularly described in Section 8.
8. Land Exchange. The City and the Property Owner completed a property exchange whereby the City granted to the Property Owner a portion of the Dale Lode and a portion of the Annex Lode, and the Property Owner granted to the City a portion of Government Lot 122 and a portion of the Elizabeth Lode. This property exchange is in lieu of and satisfies any open space dedication requirement which the City could otherwise have made a condition of annexation or subdivision of the Property.
9. Dedication of Property for Miners Road and Lake Gulch Road. In addition to the obligations set forth in the Previous Annexation Agreement, Property Owner agrees to dedicate to the City all road right-of-way in fee simple, plus necessary permanent easements, and, if necessary,

temporary construction easements to accomplish the construction of both the Miners Road Extension Nos. 1 and 2 and Lake Gulch Road to serve the project as contemplated by the approved PUD Amendment 1. Such road right-of-way and necessary permanent easements shall be conveyed by separate document upon request of the City, and Property Owner further agrees to provide the temporary construction easements on Property Owner's property if necessary to allow the construction of Miners Road and Lake Gulch Road. Such temporary easements may be necessary, for example, if the City is the entity causing construction of the roads across the Property Owner's property.

10. Utilities.

a. Water Service. Upon annexation, the City shall provide municipal domestic water service to the Property in accordance with the uses authorized by the City's approval of the PUD Amendment 1 and the water service needs of such uses at full build-out of such PUD.

b. Sewer Service. The Property Owner shall be required to apply to the Black Hawk-Central City Sanitation District (the "Sanitation District") for inclusion into the Sanitation District's service area and corresponding service by the Sanitation District in accordance with the Rules, Regulations, and Resolutions in effect for the entire Sanitation District at the time of subdivision application.

c. Water Tap and System Development Fees. Based on the proposed uses for the Property in accordance with the PUD Amendment 1, the Property Owner shall require an appropriately sized water tap and the construction of water infrastructure to serve the Property consistent with the provisions of Section 10.c. of the Previous Annexation Agreement, which provisions are incorporated herein by reference.

d. Undergrounding of Utilities. The Property Owner shall be obligated to construct underground all utilities constructed pursuant to this Agreement and necessary to serve the Property.

e. Easements. The Property Owner agrees to dedicate to the City by plat all utility easements within the Property and elsewhere as necessary to provide for the location of water distribution, collection, and transmission lines and related facilities.

11. Other Terms and Condition of Annexation.

a. Exclusion from Timberline Fire Protection District. The Parties acknowledge that the Property Owner has commenced proceedings to exclude the Property, as well as the "Property" as defined in the Previous Annexation Agreement, from the boundaries of the Timberline Fire Protection District ("TFPD"), and TFPD has scheduled a hearing to consider such exclusion.

b. ESTIP Rebate. The City will rebate to the Property Owner twenty-five percent (25%) of taxes collected on the Property under the Enhanced Sales Tax Incentive Program for the purpose of assisting the Property Owner in operation of shuttle service to bring

guests to and from the Property to shuttle stops located in the City, should the Property Owner elect to operate such service at any time.

c. Use Tax Rebates. The provisions of section 11(b) of the Previous Annexation Agreement shall be read to include the Property in addition to the "Property" as defined in the Previous Annexation Agreement.

d. Participation Agreements. The provisions of section 11(e) of the Previous Annexation Agreement are incorporated herein by reference.

e. Further Cooperation. The provisions of section 11(g) of the Previous Annexation Agreement are incorporated herein by reference.

12. Vested Rights.

a. Waiver. The Property Owner waives any prior vested property rights acquired in Gilpin County so long as the Property remains annexed into the City.

b. Vested Rights Created. Consistent with the purpose of this Agreement, the Parties hereby agree that the Annexation and Zoning Ordinances shall constitute a "site specific development plan" as defined in C.R.S. §24-68-102(4); that certain rights shall be vested property rights as provided in this Agreement; and that the Property Owner and its designated successors and assigns shall have a vested property right to undertake and complete development and use of the Property as provided in this Agreement. The rights and obligations under this Agreement shall vest in the Property Owner and its designated successors and assigns as benefits and burdens to the land and shall run with title to the land.

c. Rights That are Vested. Only the rights that are identified herein shall constitute vested property rights under this Agreement. These rights are as follows:

- i. The right to be protected against the City initiating any zoning action to reduce the zoning entitlements granted upon annexation of the Property as more particularly described in Section 4;
- ii. The right to develop the Property and engage in land uses in the manner and to the extent set forth on the terms and conditions set forth herein;
- iii. The right to continue and complete development of the Property with conditions, standards, dedications, and requirements that are no more onerous than those then being imposed by the City on other developers within the City's municipal boundaries on a reasonably uniform and consistent basis, except to the extent such conditions, standards, dedications, and requirements conflict with the terms and conditions of this Agreement, in which event this Agreement shall control;
- iv. The right to be protected against the City approving a special or metropolitan taxing district that includes within its boundaries all or any portion of the Property, without the written consent of the Property Owner first being obtained in each instance,

except that this provision shall not apply if the boundaries of the taxing district include the entire municipal boundaries of the City and if the creation of such a taxing district is approved by the entire electorate of the City; and

- v. The City will support the Property Owner's establishment of a metropolitan district, implementation of a public improvement fee, and/or application for any state or federal incentive programs, including, but not limited to, private activity bonds.

d. Term of Vested Rights. The rights identified in this Section shall continue and have a duration until three (3) years after the date hereof and shall be applicable not just to the Property but also to the "Property" as defined in the Previous Annexation Agreement. Extension of this period of vesting may be granted by the City in its sole discretion, upon request of the Property Owner or its designated successors and assigns.

e. Compliance with General Regulations. The establishment of the rights vested under this Agreement shall not preclude the application of City regulations of general applicability including, but not limited to, building, fire, plumbing, engineering, electrical, and mechanical codes, or the application of regional, state, or federal regulations, as all of the foregoing exist on the date of this Agreement or may be enacted or amended after the date hereof, except as otherwise provided herein. The Property Owner does not waive its rights to oppose adoption of any such regulations and shall expressly not be obligated to annex into or otherwise submit to the authority of any local improvement districts.

13. Remedies.

a. The Property Owner's remedies against the City for the City's breach of this Agreement include: (i) breach of contract claims; and (ii) specific performance of the non-legislative obligations of the City as set forth herein.

b. The City's remedies against the Property Owner for the Property Owner's breach of this Agreement include:

- i. The refusal to issue any building permit or certificate of occupancy;
- ii. A demand that the security given for the completion of the public improvements be paid or honored; and
- iii. Any other remedy available at law, with the exception of specific performance to compel the Property Owner to develop, construct, maintain, or operate all or any portion of the Lake Gulch Whiskey Resort, or damages for the Property Owner's failure to do so, to the extent that the Property Owner determines in its sole discretion that such development, construction, maintenance, or operation is not commercially practicable.

c. Rights to Cure. Should any Party fail to comply with the terms of this Agreement, the other Party or Parties shall give written notice of breach or default and a period of thirty (30) days after receipt of said notice in which to cure any such breach or default; provided,

however, if the breach or default is not reasonably susceptible of cure within such thirty (30) day period, there shall be given an additional period of time as may be reasonably necessary to complete the cure provided that the breaching or defaulting Party commences to cure the breach or default within such thirty (30) day period and thereafter diligently pursue the same to completion. Should the breaching or defaulting Party fail to cure any such breach or default, the other Party or Parties shall have the right to pursue all equitable remedies.

14. Authority of the City. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the City's legislative, governmental, or police powers to promote and protect the health, safety, and general welfare of the City or its inhabitants; nor shall this Agreement prohibit the enactment by the City of any tax or fee that is of uniform or general application, all in conformance with Colorado Revised Statutes.

15. Force Majeure – Development Restrictions or Delays. In the event of the unavailability of water and sewer taps necessary for the development and use of the Property as contemplated herein, or in the event of the imposition of any moratorium or other ordinance or action by the City or any other governmental or quasi-governmental authority that materially prevents or delays development or use of the Property, the Property Owner's obligations hereunder to pay fees or to construct or convey to the City improvements shall be suspended for a period of time equal to the time period in which such described events either delay or prevent development or use of the Property. The term "material" as used herein means the inability of the Property Owner to obtain plat approval, building permits, or certificates of occupancy.

16. Construction of Public Streets. As specified and limited by Section 9 of this Agreement and the Previous Annexation Agreement, the Property Owner agrees to design, construct, pave, improve, and provide signage, lighting (or conduit to support future construction of lighting to be decided at the time of approval of the subdivision and/or site development plan of the Property), and signalization for all public streets and other public ways within or adjacent to the Property in accordance with City ordinances and resolutions and other applicable standards except as modified pursuant to the approval of the PUD Amendment 1, subject to any reimbursement which may be provided for in such ordinances, resolutions, and standards, and to make such other improvements as required by City ordinances and resolutions, to guarantee construction of all required improvements. If requested by the City, the Property Owner agrees to enter into an agreement reasonably satisfactory to the Property Owner pertaining to such improvements and other matters prior to any development of the Property.

17. Severability. The Parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.

18. Municipal Services. The City agrees to make available to the Property all of the usual municipal services in accordance with the ordinances and policies of the City. The Property

Owner acknowledges that City services do not include, as of the date of the execution of this Agreement, sanitary sewer services, which are provided by the Sanitation District.

19. Amendments. This Agreement may be amended by the City and the Property Owner. Such amendments shall be in writing, shall be recorded with the Clerk & Recorder of Gilpin County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the Property subject to the amendment unless otherwise specified in the amendment. Except as otherwise provided herein, this Agreement shall not be amended unless approved in writing by all Parties.

20. Entire Agreement. This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties.

21. Indemnification. The Property Owner agrees to indemnify and hold harmless the City and the City's officers, employees, agents, and contractors from and against all liability, claims, and demands, including attorneys' fees and court costs, that arise out of action by the City in order to enforce this Agreement, with the exception of enforcement of this Agreement against the Property Owner if the Property Owner substantially prevails. The Property Owner further agrees to investigate, handle, respond to, provide defense for and defend against or, at the City's option, to pay the reasonable and documented attorneys' fees for defense counsel of the City's choice for, any such liability, claims, or demands.

22. Assignment. As used in this Agreement, the term "Property Owner" shall include any of the heirs, transferees, successors or assigns of the Property Owner, and all such parties shall have the right to enforce this Agreement, and shall be subject to the terms of this Agreement, as if they were the original parties thereto.

23. Effect of City Ordinances and Resolutions. As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any City ordinance, resolution, or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, or policy, and the Parties agree that such amendments or revisions shall be binding upon the Property Owner.

24. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, transferees, successors, and assigns of each Party, and shall constitute covenants running with the land. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction. In the event this Agreement is terminated as permitted herein, and the Property is not annexed, the City agrees to execute a sufficient release for recording.

25. Legislative Discretion. The Property Owner acknowledges that the annexation and zoning of the Property are subject to the legislative discretion of the City Council of the City of Black Hawk. No assurances of annexation or zoning have been made or relied upon by the Property Owner. In the event that, in the exercise of its legislative discretion, any action with respect to the Property herein contemplated is not taken, then the sole and exclusive remedy for the breach hereof accompanied by the exercise of such discretion, shall be the withdrawal of the

petition for annexation by the Property Owner, or disconnection from the City in accordance with state law, as may be appropriate.

26. Business Discretion. Notwithstanding anything to the contrary set forth in this Agreement, neither this Agreement nor any other documents provided by any Party in connection with the annexation or zoning of the Property shall be deemed to create any obligation of the Property Owner to commence or continue the development, construction, maintenance, or operation of the Property or to conduct any other activities on the Property, and the Property Owner shall be entitled to terminate such activities in its sole discretion at any time.

27. Recordation of Agreement. This Agreement shall be recorded with the Clerk & Recorder of Gilpin County, Colorado, at the Property Owner's expense, shall run with the land, and shall be binding upon and shall inure to the benefit of the heirs, successors, and permitted assigns of the Parties.

28. Effective Date. This Agreement shall be effective and binding upon the Parties immediately upon execution by all of the Parties.

29. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should any Party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Gilpin County, Colorado.

30. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective on the earlier of actual receipt or seventy-two (72) hours after deposit in the United States Mail with the proper address as set forth below. Any Party by notice so given may change the address to which future notices shall be sent.

To the City:

Stephen N. Cole, City Manager
P. O. Box 68
Black Hawk, CO 80422

With copy to:

Corey Y. Hoffmann, Esq.
Hoffmann, Parker, Wilson & Carberry, P.C.
511 16th Street, Suite 610
Denver, CO 80202

To the Property Owner:

Proximo Distillers, LLC
Attn: Dean Mades, General Counsel
3 Second Street, Suite 1101
Jersey City, NJ 07302

With copy to:

Frascona, Joiner, Goodman & Greenstein, P.C.
Attn: Harmon Zuckerman, Esq.
4750 Table Mesa Drive

Boulder, CO 80305

31. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement have set their hands and seals the day and year first written above.

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

PROXIMO DISTILLERS, LLC

By: Michael J. Keyes

STATE OF New York)
COUNTY OF NASSAU) ss.

The above and foregoing signature of Michael J. Keyes was subscribed and sworn to before me this 7th day of December, 2021.

Witness my hand and official seal.

My commission expires: 1/14/2023

MARIA FRISONE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01FR4976399
Qualified in NASSAU COUNTY
Commission Expires 01/14/23

Maria Frisone
Notary Public

EXHIBIT A

Legal Description of the Property

Lake Gulch Whiskey Resort Annexation No. 8

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S $68^{\circ}57'51''$ E a distance of 5,143.78 feet to a point of intersection of the easterly right-of-way of the Central City Parkway with line 2-3 of the Rickard Lode, US Mineral Survey No. 16283, being the Point of Beginning.

thence along said line 2-3 of the said Rickard Lode N $67^{\circ}02'38''$ E a distance of 151.48 feet to the point of intersection with the westerly edge of Lake Gulch Road, County Road 6;

Thence along said westerly edge of Lake Gulch Road the following 29 courses:

1. S $13^{\circ}41'03''$ W a distance of 8.03 feet;
2. S $14^{\circ}06'12''$ W a distance of 47.47 feet;
3. S $11^{\circ}45'46''$ W a distance of 30.01 feet;
4. S $13^{\circ}18'52''$ W a distance of 16.19 feet;
5. S $10^{\circ}22'47''$ W a distance of 30.89 feet;
6. S $09^{\circ}29'42''$ W a distance of 29.84 feet;
7. S $11^{\circ}50'43''$ W a distance of 31.10 feet;
8. S $11^{\circ}03'12''$ W a distance of 31.96 feet;
9. S $10^{\circ}04'56''$ W a distance of 25.32 feet;
10. S $11^{\circ}08'36''$ W a distance of 28.47 feet;
11. S $32^{\circ}41'53''$ E a distance of 45.93 feet;
12. S $44^{\circ}08'01''$ E a distance of 32.98 feet;
13. S $52^{\circ}04'36''$ E a distance of 29.05 feet;
14. S $54^{\circ}42'27''$ E a distance of 53.29 feet;
15. S $58^{\circ}03'45''$ E a distance of 31.69 feet;

16. S 59° 18' 04" E a distance of 26.18 feet;
17. S 63° 19' 05" E a distance of 29.46 feet;
18. S 60° 16' 48" E a distance of 29.96 feet;
19. S 61° 39' 09" E a distance of 33.24 feet;
20. S 61° 28' 38" E a distance of 32.24 feet;
21. S 55° 46' 17" E a distance of 28.96 feet;
22. S 56° 17' 05" E a distance of 38.09 feet;
23. S 51° 45' 51" E a distance of 56.22 feet;
24. S 48° 44' 08" E a distance of 90.36 feet;
25. S 45° 53' 24" E a distance of 47.21 feet;
26. S 43° 37' 26" E a distance of 41.82 feet;
27. S 45° 38' 04" E a distance of 26.06 feet;
28. S 49° 36' 04" E a distance of 30.59 feet;

29. S 53° 53' 44" E a distance of 14.21 feet to the point of intersection with the south line of the southeast 1/4 of Section 18;

thence N 89° 44' 17" W along said southeast 1/4 of Section 18 a distance of 269.81 feet to the easterly right-of-way of Central City Parkway;

Thence along said easterly right-of-way of the Central City Parkway the following 4 (four) courses:

1. along a non-tangent curve concave to the southwest having a central angle of 23° 07' 24", a radius of 760.00 feet, an arc distance of 306.72 feet and a chord bearing N 36° 26' 18" W a chord distance of 304.64 feet;
2. N 48° 00' 00" W a distance of 77.39 feet;
3. along a curve concave to the northwest, having a central angle of 48° 00' 00", a radius of 400.00 feet, an arc distance of 335.10 feet;
4. thence N 00° 00' 00" E a distance of 60.75 feet to the Point of Beginning, containing 2.17 acres more or less.

Lake Gulch Whiskey Resort Annexation No. 9

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S $70^{\circ}40'20''$ E a distance of 5,087.72 feet to a point of intersection of the easterly Right-of-Way line of the Central City Parkway with line 4-1 of the Rickard Lode, US Mineral Survey No. 16283, being the Point of Beginning.

Thence along said Easterly Right-of-Way line the following 2 courses:

1. N $00^{\circ}00'00''$ E, a distance of 96.07 feet to a point of curvature;
2. 24.98 feet along the arc of a curve to the left, with a radius of 760.00 feet, a central angle of $01^{\circ}53'01''$, and whose chord bears N $00^{\circ}56'30''$ W, a chord distance of 24.98 feet to the point of intersection with line 4-3 of the Pine Tree Lode, Mineral Survey No. 5080;

Thence N $45^{\circ}54'58''$ E along said line 4-3 of said Pine Tree Lode, a distance of 92.12 feet to corner no. 3 of the said Pine Tree Lode;

Thence N $44^{\circ}01'46''$ W along line 3-2 of the said Pine Tree Lode, a distance of 125.48 feet to a point of non-tangent curvature being a point on said Easterly Right-of-Way line of the Central City Parkway;

Thence along said Easterly Right-of-Way line the following 3 courses:

1. 583.79 feet along the arc of a curve to the left, with a radius of 760.00 feet, a central angle of $44^{\circ}00'41''$, an arc distance of 583.79 feet and whose chord bears N $35^{\circ}39'01''$ W, a chord distance of 569.54 feet;
2. N $57^{\circ}39'21''$ W a distance of 123.98 feet to the point of intersection with line 1-4 of the Washingtons Day Lode, Mineral Survey No. 11885;
3. N $39^{\circ}23'17''$ E, along said line 1-4 of said Washingtons Day Lode a distance of 48.50 feet to a point on the Southerly edge of Lake Gulch Road, County Road 6;

Thence along the said Southerly and Westerly edges of Lake Gulch Road the following 49 courses:

1. S $66^{\circ}41'03''$ E, a distance of 4.28 feet;
2. S $66^{\circ}40'06''$ E, a distance of 26.08 feet;
3. S $61^{\circ}34'17''$ E, a distance of 31.12 feet;
4. S $57^{\circ}56'49''$ E, a distance of 28.94 feet;
5. S $54^{\circ}58'57''$ E, a distance of 28.22 feet;
6. S $58^{\circ}52'53''$ E, a distance of 26.50 feet;
7. S $62^{\circ}37'03''$ E, a distance of 31.29 feet;

8. S 68° 24' 20" E, a distance of 28.25 feet;
9. S 67° 48' 40" E, a distance of 31.66 feet;
10. S 69° 00' 03" E, a distance of 30.35 feet;
11. S 69° 23' 51" E, a distance of 31.56 feet;
12. S 69° 16' 06" E, a distance of 30.63 feet;
13. S 69° 40' 34" E, a distance of 29.91 feet;
14. S 70° 53' 21" E, a distance of 28.78 feet;
15. S 73° 08' 35" E, a distance of 29.67 feet;
16. S 76° 41' 49" E, a distance of 30.74 feet;
17. S 81° 25' 50" E, a distance of 30.35 feet;
18. S 85° 47' 52" E, a distance of 29.04 feet;
19. S 85° 57' 08" E, a distance of 28.87 feet;
20. S 85° 10' 50" E, a distance of 29.07 feet;
21. S 84° 02' 37" E, a distance of 25.38 feet;
22. S 82° 55' 20" E, a distance of 27.67 feet;
23. S 83° 57' 02" E, a distance of 33.15 feet;
24. S 85° 25' 50" E, a distance of 33.93 feet;
25. S 87° 06' 51" E, a distance of 31.81 feet;
26. N 89° 52' 43" E, a distance of 27.21 feet;
27. S 85° 37' 54" E, a distance of 28.02 feet;
28. S 75° 08' 14" E, a distance of 29.40 feet;
29. S 53° 47' 50" E, a distance of 22.16 feet;
30. S 38° 37' 56" E, a distance of 27.41 feet;
31. S 18° 09' 05" E, a distance of 27.17 feet;
32. S 07° 44' 55" E, a distance of 29.96 feet;
33. S 04° 13' 02" E, a distance of 30.37 feet;
34. S 00° 41' 58" W, a distance of 17.64 feet;
35. S 00° 41' 58" W, a distance of 12.88 feet;

36. S 01° 13' 29" W, a distance of 32.59 feet;
37. S 00° 03' 20" E, a distance of 31.86 feet;
38. S 02° 47' 46" W, a distance of 27.09 feet;
39. S 06° 12' 17" W, a distance of 35.66 feet;
40. S 16° 17' 42" W, a distance of 33.64 feet;
41. S 24° 29' 21" W, a distance of 26.96 feet;
42. S 28° 41' 22" W, a distance of 43.15 feet;
43. S 34° 24' 43" W, a distance of 28.10 feet;
44. S 40° 01' 56" W, a distance of 28.32 feet;
45. S 43° 22' 45" W, a distance of 38.09 feet;
46. S 41° 40' 02" W, a distance of 36.10 feet;
47. S 37° 13' 45" W, a distance of 34.41 feet;
48. S 31° 34' 31" W, a distance of 34.81 feet;
49. S 26° 02' 44" W, a distance of 15.85 feet to the point of intersection with said line 4-1 of the Rickard Lode;

Thence S 67° 01' 09" W along said line 4-1 of said Rickard Lode, a distance of 222.82 feet to the Point of Beginning, containing 5.96 acres more or less.

Lake Gulch Whiskey Resort Annexation No. 10

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 62° 11' 51" E a distance of 1,552.51 feet to the point of intersection of the easterly right-of-way of the Central City Parkway with line 4-3 of the Success Lode, US Mineral Survey No. 5280, being the Point of Beginning.

Thence N 85° 47' 47" E along said line 4-3 of said Success Lode a distance of 219.43 feet to the point of intersection with line 3-4 of the Meeker Lode, US Mineral Survey No. 769;

thence N 72° 25' 55" E along said line 3-4 of said Meeker Lode a distance of 198.36 feet to corner No. 4 of said Meeker Lode;

thence S 08° 09' 30" E along line 4-5 of said Meeker Lode a distance of 45.96 feet to the point of intersection with said line 4-3 of said Success Lode;

thence N 85° 47' 47" E along said line 4-3 of said Success Lode a distance of 422.83 feet to corner No. 3 of said Success lode;

thence N 62° 22' 36" E a distance of 991.81 feet to corner No. 4 of the Tariff Lode, US Mineral Survey No. 966;

thence N 47° 01' 18" E along line 4-3 of said Tariff Lode a distance of 409.50 feet to the southwesterly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of said Lake Gulch Road the following 48 courses:

1. S 44° 25' 34" E a distance of 6.91 feet;
2. S 47° 16' 09" E a distance of 32.68 feet;
3. S 44° 56' 55" E a distance of 25.56 feet;
4. S 42° 17' 50" E a distance of 25.12 feet;
5. S 41° 52' 51" E a distance of 35.49 feet;
6. S 41° 29' 04" E a distance of 32.24 feet;
7. S 41° 30' 58" E a distance of 32.25 feet;
8. S 39° 40' 26" E a distance of 30.55 feet;
9. S 43° 51' 36" E a distance of 32.77 feet;
10. S 47° 25' 27" E a distance of 31.87 feet;
11. S 47° 57' 34" E a distance of 34.89 feet;
12. S 46° 02' 34" E a distance of 24.23 feet;
13. S 38° 52' 14" E a distance of 35.74 feet;
14. S 33° 48' 48" E a distance of 25.62 feet;
15. S 29° 24' 22" E a distance of 26.77 feet;
16. S 30° 56' 40" E a distance of 26.10 feet;
17. S 37° 52' 45" E a distance of 34.89 feet;
18. S 49° 29' 24" E a distance of 30.84 feet;
19. S 59° 21' 59" E a distance of 28.78 feet;

20. S 61° 44' 13" E a distance of 33.99 feet;
21. S 61° 25' 24" E a distance of 33.19 feet;
22. S 59° 58' 24" E a distance of 27.27 feet;
23. S 51° 35' 16" E a distance of 23.97 feet;
24. S 49° 06' 25" E a distance of 25.35 feet;
25. S 45° 20' 47" E a distance of 26.75 feet;
26. S 43° 58' 04" E a distance of 27.46 feet;
27. S 42° 43' 23" E a distance of 29.05 feet;
28. S 37° 44' 53" E a distance of 27.18 feet;
29. S 34° 08' 31" E a distance of 30.52 feet;
30. S 38° 01' 46" E a distance of 27.43 feet;
31. S 42° 12' 45" E a distance of 28.59 feet;
32. S 43° 31' 15" E a distance of 28.69 feet;
33. S 45° 09' 35" E a distance of 28.28 feet;
34. S 47° 37' 34" E a distance of 28.86 feet;
35. S 48° 21' 34" E a distance of 29.28 feet;
36. S 49° 32' 52" E a distance of 31.07 feet;
37. S 51° 12' 12" E a distance of 31.14 feet;
38. S 52° 37' 45" E a distance of 28.67 feet;
39. S 53° 43' 00" E a distance of 34.13 feet;
40. S 53° 50' 43" E a distance of 24.95 feet;
41. S 50° 23' 24" E a distance of 25.21 feet;
42. S 48° 28' 12" E a distance of 25.02 feet;
43. S 48° 28' 12" E a distance of 2.56 feet;
44. S 48° 55' 48" E a distance of 30.51 feet;
45. S 51° 44' 53" E a distance of 29.94 feet;
46. S 56° 10' 53" E a distance of 33.17 feet;
47. S 62° 17' 04" E a distance of 33.06 feet;

48. S 66° 41' 03" E a distance of 22.40 feet to the point of intersection with line 4-1 of the Washingtons Day Lode, US Mineral Survey No. 11885;

thence S 39° 23' 17" W along said line 4-1 of said Washingtons Day Lode a distance of 48.50 feet to the point of intersection with the northerly right-of-way line of the Central City Parkway;

thence N 57° 39' 21" W along said northerly right-of-way line a distance of 507.58 feet to the beginning of a curve concave to the south having a central angle of 07° 27' 51", having a radius of 760.00 feet, an arc distance of 99.01 feet to the point of intersection with line 3-2 of the Justice Lode US Mineral Survey No. 394;

thence N 41° 55' 05" E along said line 3-2 of said Justice Lode a distance of 81.00 feet to corner No. 2 of said Justice Lode;

thence N 47° 50' 35" W along line 2-1 of said Justice Lode a distance of 100.27 feet to corner No. 1 of said Justice Lode;

thence S 41° 56' 29" W along line 1-4 of said Justice Lode a distance of 120.12 feet to the point of intersection with the said northerly right-of-way line of said Central City Parkway;

thence along said northerly right-of-way line along a non-tangent curve being concave to the south having a central angle of 33° 40' 01", a radius of 760.00 feet, an arc distance of 446.57 feet, a chord bearing of S 89° 58' 01" W and a chord distance of 439.34 feet;

thence S 73° 06' 01" W continuing along said northerly right-of-way a distance of 1305.67 feet to the beginning of a curve being concave to the north having a central angle of 63° 50' 42", having a radius of 650.00 feet, to the point of intersection with said line 4-3 of the Success Lode, US Mineral Survey No. 5280, the Point of Beginning, containing 17.24 acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 11

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $72^{\circ}51'36''$ E a distance of 2,275.62 feet to corner No. 1 of the Caledonia Lode, US Mineral Survey No. 519, being the Point of Beginning.

Thence N $49^{\circ}29'47''$ E along line 1-2 of said Caledonia Lode a distance of 318.07 feet to the point of intersection with the southwesterly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of Lake Gulch Road the following 10 courses:

1. S $28^{\circ}29'34''$ E a distance of 21.80 feet;
2. S $29^{\circ}02'31''$ E a distance of 38.14 feet;
3. S $30^{\circ}53'34''$ E a distance of 34.55 feet;
4. S $32^{\circ}21'41''$ E a distance of 29.64 feet;
5. S $34^{\circ}37'33''$ E a distance of 34.03 feet;
6. S $38^{\circ}27'56''$ E a distance of 36.03 feet;
7. S $44^{\circ}59'11''$ E a distance of 33.97 feet;
8. S $48^{\circ}19'15''$ E a distance of 30.25 feet;
9. S $48^{\circ}45'27''$ E a distance of 32.27 feet;
10. S $50^{\circ}32'17''$ E a distance of 30.35 feet to the point of intersection with line 1-2 of the Clay County Lode, US Mineral Survey No. 329B;

thence S $50^{\circ}08'44''$ W along said line 1-2 of said Clay County Lode a distance of 159.20 feet to corner No. 2 of said Clay County Lode;

thence S $58^{\circ}08'12''$ E along line 2-3 of said Clay County Lode a distance of 188.25 feet to the point of intersection with line 2-1 of the Clay County Lode, US Mineral Survey No. 329A;

thence S $37^{\circ}28'00''$ W along said line 2-1 of said Clay County Lode a distance of 623.18 feet to corner No. 1 of said Clay County Lode, US Mineral Survey No. 329A;

thence S $52^{\circ}39'32''$ E along line 1-4 of said Clay County Lode a distance of 151.05 feet to corner No. 4 of said Clay County Lode;

thence N 37° 26' 41" E along line 4-3 of said Clay County Lode a distance of 389.56 feet to corner No. 4 of the East Clay County Lode, US Mineral Survey No. 18776;

thence N 89° 56' 08" E along line 4-3 of said East Clay County Lode and its extension thereof a distance of 190.48 feet to the point of intersection with line 6-5 of the Blow Out Lode, US Mineral Survey No. 18776;

thence S 36° 04' 17" W along said line 6-5 of said Blow Out Lode a distance of 20.54 feet to corner No. 5 of said Blow Out Lode;

thence S 89° 57' 28" E along line 5-4 of said Blow Out Lode a distance of 184.33 feet to corner No. 4 of said Blow Out Lode;

thence N 36° 08' 54" E along line 4-3 of said Blow Out Lode a distance of 103.56 feet to corner No. 4 of the Great Britian Lode, US Mineral Survey No. 18776;

thence S 89° 57' 40" E along line 4-5 of said Great Britian Lode a distance of 186.34 feet to corner No. 5 of said Great Britian Lode;

thence N 36° 07' 10" E along line 5-6 of said Great Britian Lode a distance of 1.36 feet to the point of intersection with said southwesterly edge of Lake Gulch Road, County Road 6;

thence S 46° 05' 49" E along said southwesterly edge of Lake Gulch Road a distance of 12.22 feet;

thence S 47° 24' 34" E along said southwesterly edge of Lake Gulch Road a distance of 33.36 feet;

thence S 46° 33' 23" E along said southwesterly edge of Lake Gulch Road a distance of 8.79 feet to the point of intersection with line 2-1 of the Tariff Lode, US Mineral Survey No. 966;

thence S 47° 00' 48" W along said line 2-1 of said Tariff Lode a distance of 403.36 feet to corner No. 1 of said Tariff Lode;

thence S 42° 58' 42" E along line 1-4 of said Tariff Lode a distance of 149.74 feet to corner No. 4 of said Tariff Lode;

thence S 62° 22' 36" W a distance of 991.81 feet to corner No. 3 of the Success Lode, US Mineral Survey No. 5280;

thence N 04° 16' 10" W along line 3-2 of said Success Lode a distance of 150.04 feet to corner No. 2 of said Success Lode;

thence S 85° 49' 05" W along line 2-1 of said Success Lode a distance of 476.25 feet;

thence N 46° 11' 59" E a distance of 716.62 feet to corner No. 3 of the Pittburg Ext. Lode, US Mineral Survey No. 7069;

thence N 00° 25' 37" W along line 3-2 of said Pittburg Ext. Lode a distance of 150.29 feet to corner No. 2 of said Pittburg Ext. Lode;

thence S 89° 18' 06" W along line 2-1 of said Pittsburg Ext. Lode a distance of 499.53 feet to the point of intersection with line 3-4 of the Calendonia No. 2 Lode, US Mineral Survey No. 520;

thence N 48° 54' 18" E along said line 3-4 of said Calendonia No. 2 Lode a distance of 705.54 feet to corner No. 4 of said Caledonia Lode, US Mineral Survey No. 519;

thence N 40° 18' 18" W along line 4-1 of said Caledonia Lode a distance of 150.08 feet to the Point of Beginning, containing 20.37 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 12

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00° 14' 12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 69° 53' 37" E a distance of 1,225.66 feet to the point of intersection of line 3-4 of the Caledonia Lode No. 2, US Mineral Survey No. 520 with the northeasterly right-of-line of the Central City Parkway, being the Point of Beginning.

Thence N 48° 54' 04" E along said line 3-4 of said Caledonia No. 2 Lode a distance of 549.87 feet to the point of intersection with line 4-3 of the Pittsburg Ext, Lode, US Mineral Survey No. 7069;

thence N 89° 18' 45" E along said line 3-4 of said Pittsburg Ext. Lode a distance of 675.26 feet to corner No. 3 of said Pittsburg Ext. Lode;

thence S 46° 11' 59" W a distance of 716.62 feet to the point of intersection with line 2-1 of the Success Lode, US Mineral Survey No. 5280;

thence S 85° 49' 05" W along said line 2-1 of said Success Lode a distance of 459.86 feet of the point of intersection with said northeasterly right-of-line of the Central City Parkway;

thence N 35° 24' 20" W along said northeasterly right-of-line of the Central City Parkway a distance of 196.28 feet to the Point of Beginning, containing 7.66 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 13

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears

N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 87° 12' 22" E a distance of 4,688.84 feet to corner No. 3 of the Washingtons Day Lode, US Mineral Survey No. 11885, being the Point of Beginning.

thence along said line 3-4 of the said Washingtons Day Lode S 45° 12' 88" E a distance of 150.58 feet to

corner No. 4 of said Washingtons Day Lode;

thence along line 4-1 of said Washingtons Day Lode S 39° 23' 17"W a distance of 633.47 feet to the point of intersection with the northeasterly edge of Lake Gulch Road, County Road 6;

Thence along said northeasterly edge of Lake Gulch Road the following 7 courses:

1. N 66° 40' 06" W a distance of 2.05 feet;
2. N 66° 41' 03" W a distance of 25.85 feet;
3. N 62° 17' 04" W a distance of 31.05 feet;
4. N 56° 10' 53" W a distance of 31.14 feet;
5. N 51° 44' 53" W a distance of 28.55 feet;
6. N 48° 55' 48" W a distance of 29.88 feet;
7. N 48° 28' 12" W a distance of 3.30 feet to the point of intersection with line 2-3 of said Washingtons Day Lode;

thence N 39° 23' 18" E along said line 2-3 of said Washingtons Day lode a distance of 664.25 feet to the Point of Beginning, containing 2.25 acres more or less.

Lake Gulch Whiskey Resort Annexation No. 14

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 30° 07' 02" E a distance of 580.34 feet to the point of intersection of line 1-2 of the Black Diamond Lode, US Mineral Survey No. 17634 with line 2-3 of the Fay Lode, US Mineral Survey No. 13338 being the Point of Beginning.

thence N 26° 04' 04" W along said line 1-2 of said Black Diamond Lode a distance of 80.46 feet to the point of intersection with line 1-7 of the Dale Lode, US Mineral Survey No. 13338;

thence N 26° 54' 00" E along said line 1-7 of said Dale Lode a distance of 4.46 feet to corner No. 7 of said Dale Lode;

thence N 39° 29' 28" E along line 7-6 of said Dale Lode a distance of 160.32 feet to line 2-3 of said Black Diamond Lode;

thence N 63° 58' 12" E along said line 2-3 of said Black Diamond Lode a distance of 446.58 feet to the point of intersection with the southerly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of Lake Gulch Road the following 34 courses:

1. N 83° 11' 19" E a distance of 23.36 feet;
2. N 81° 54' 30" E a distance of 26.00 feet;
3. N 80° 36' 50" E a distance of 37.64 feet;
4. N 77° 53' 04" E a distance of 25.96 feet;
5. N 76° 30' 21" E a distance of 27.01 feet;
6. N 74° 45' 56" E a distance of 27.07 feet;
7. N 73° 10' 29" E a distance of 27.76 feet;
8. N 71° 02' 53" E a distance of 29.23 feet;
9. N 69° 29' 32" E a distance of 29.75 feet;
10. N 68° 02' 26" E a distance of 28.95 feet;
11. N 68° 11' 55" E a distance of 28.31 feet;
12. N 68° 11' 21" E a distance of 28.17 feet;
13. N 70° 17' 29" E a distance of 27.18 feet;
14. N 72° 23' 23" E a distance of 26.00 feet;
15. N 72° 28' 10" E a distance of 26.92 feet;
16. N 68° 41' 24" E a distance of 27.19 feet;
17. N 71° 51' 48" E a distance of 26.69 feet;
18. N 74° 45' 31" E a distance of 27.02 feet;
19. N 75° 42' 50" E a distance of 28.46 feet;
20. N 77° 13' 39" E a distance of 28.92 feet;
21. N 78° 51' 11" E a distance of 28.33 feet;
22. N 78° 32' 38" E a distance of 27.26 feet;

23. N 76° 41' 51" E a distance of 24.88 feet;
24. N 79° 17' 59" E a distance of 14.47 feet;
25. N 79° 17' 59" E a distance of 14.37 feet;
26. N 78° 11' 27" E a distance of 5.81 feet;
27. N 77° 38' 35" E a distance of 7.14 feet;
28. N 77° 38' 35" E a distance of 27.82 feet;
29. N 77° 18' 33" E a distance of 35.14 feet;
30. N 76° 11' 24" E a distance of 34.55 feet;
31. N 76° 19' 36" E a distance of 34.26 feet;
32. N 75° 55' 53" E a distance of 33.03 feet;
33. N 75° 45' 56" E a distance of 33.26 feet;
34. N 77° 56' 07" E a distance of 37.18 feet to the point of intersection with line 1-4 of the St. Anthony Lode, US Mineral Survey No. 19174;

thence S 39° 30' 42" W along said line 1-4 of said St. Anthony Lode a distance of 392.10 feet to the point of intersection with line 3-4 of the Alice Lode, US Mineral Survey No. 18785;

thence N 63° 23' 00" E along said line 3-4 of said Alice Lode a distance of 371.35 feet to the point of intersection with line 3-2 of said St. Anthony Lode;

Thence N 39° 31' 27" E along said line 3-2 of said St, Anthony Lode a distance of 210.07 feet to the point of intersection with said southerly edge of Lake Gulch Road, County Road 6;

thence along said southwesterly edge of Lake Gulch Road the following 18 courses:

1. S 89° 47' 40" E a distance of 26.55 feet;
2. S 89° 16' 33" E a distance of 25.73 feet;
3. N 89° 11' 13" E a distance of 25.02 feet;
4. N 89° 11' 41" E a distance of 28.08 feet;
5. N 87° 57' 44" E a distance of 28.75 feet;
6. N 89° 07' 00" E a distance of 25.28 feet;
7. S 88° 32' 40" E a distance of 28.15 feet;
8. S 82° 16' 38" E a distance of 26.04 feet;
9. S 77° 37' 44" E a distance of 25.62 feet;
10. S 73° 18' 40" E a distance of 30.03 feet;

11. S 71° 44' 22" E a distance of 26.36 feet;
 12. S 69° 56' 57" E a distance of 31.66 feet;
 13. S 67° 22' 05" E a distance of 26.00 feet;
 14. S 64° 31' 22" E a distance of 25.12 feet;
 15. S 63° 34' 32" E a distance of 26.32 feet;
 16. S 61° 36' 30" E a distance of 25.13 feet;
 17. S 55° 33' 38" E a distance of 30.91 feet;
 18. S 47° 36' 27" E a distance of 0.69 feet to the point of intersection with line 3-2 of the Golden Gad Lode, US Mineral Survey No. 13048;
- thence S 63° 17' 40" W along said line 3-2 of said Golden Gad Lode a distance of 722.08 feet to corner No. 2 of said Golden Gad Lode;
- thence S 31° 40' 56" E along line 2-1 of said Golden Gad Lode a distance of 95.57 feet to the point of intersection with line 2-1 of the Calumet and Hecla No. 2 Lode, US Mineral Survey No. 13048;
- thence S 48° 55' 49" W along said line 2-1 of said Calumet and Hecla Lode a distance of 61.79 feet to the point of intersection with line 3-4 of the Margaret Lode, US Mineral Survey No. 19229;
- thence N 21° 01' 44" W along said line 3-4 of said Margaret Lode a distance of 114.04 feet to corner No. 4 of said Margaret Lode;
- thence S 69° 01' 22" W along line 4-1 of said Margaret Lode a distance of 186.95 feet to the point of intersection with line 3-2 of said St. Anthony Lode;
- thence N 39° 31' 27" E along said line 3-2 of said St. Anthony Lode a distance of 73.31 feet to the point of intersection with line 1-2 of said Alice Lode;
- thence S 63° 22' 25" W along said line 1-2 of said Alice Lode a distance of 53.94 feet to corner No. 2 of said Alice Lode;
- thence N 26° 45' 28" W along line 2-3 of said Alice Lode a distance of 140.24 feet to the point of intersection with said line 1-4 of said St. Anthony Lode;
- thence S 39° 30' 42" W along said line 1-4 of said St. Anthony Lode a distance of 345.75 feet to the point of intersection with said line 4-1 of said Margaret Lode;
- thence S 69° 01' 22" W along said line 4-1 of said Margaret Lode a distance of 16.29 feet to the point of intersection with line 3-4 of said Elizabeth Lode;
- thence S 39° 23' 48" W along said line 3-4 of said Elizabeth Lode a distance of 272.15 feet to corner No. 4 of said Elizabeth Lode;

thence N 50° 27' 18" W along line 4-1 of said Elizabeth Lode a distance of 148.43 feet to the point of intersection with line 4-3 of the Annie Mary Lode, US Mineral Survey No. 11571;

thence N 62° 32' 35" E along line 4-3 of said Annie Mary Lode a distance of 221.31 feet to corner No. 3 of said Annie Mary Lode;

thence N 27° 32' 41" W along line 3-2 of said Annie Mary Lode a distance of 149.99 feet to corner No. 2 of said Annie Mary Lode;

thence S 62° 32' 35" W along line 2-1 of said Annie Mary Lode a distance of 607.56 feet to the point of intersection with the northeasterly right-of-way of the Central City Parkway;

thence along a non-tangent curve concave to the southwest an arc distance of 13.72 feet, a delta angle of 00° 44' 55", having a radius of 1050.00 feet, and whose long chord bears N 62° 43' 25" W a distance of 13.72 feet to the point of intersection with line 5-4 of the Marks Lode, US Mineral Survey No. 13338;

thence N 44° 35' 21" E along said line 5-4 of said Marks Lode a distance of 80.14 feet to the point of intersection with line 1-4 of the Fay Lode, US Mineral Survey No. 13338;

thence N 60° 43' 32" E along said line 1-4 of said Fay Lode a distance of 714.47 feet to corner No. 4 of said Fay Lode;

thence N 29° 20' 48" W along line 4-3 of said Fay Lode a distance of 150.66 feet to corner No. 3 of said Fay Lode;

thence S 60° 42' 01" W along line 3-2 of said Fay Lode a distance of 442.61 feet to the point of intersection with line 4-3 of the Marks Lode, US Mineral Survey No. 13338;

thence S 86° 28' 49" W along said line 4-3 of said Marks Lode a distance of 122.51 feet to corner No. 3 of said Marks Lode;

thence S 44° 22' 49" W along line 3-2 of said Marks Lode a distance of 189.62 feet to the point of intersection with line 4-1 of said Black Diamond Lode;

thence S 60° 42' 01" W along said line 4-1 of said Black Diamond Lode a distance of 120.71 feet to the Point of Beginning, containing 11.43 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 15

The Little Mattie Lode, US Mineral Survey No. 970 in Sections 17&18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this

description; thence S 87° 15' 37" E a distance of 5,334.83 feet to corner No. 1 of said Little Mattie Lode, being the Point of Beginning.

Thence N 44° 28' 40" E along line 1-2 of said Little Mattie Lode a distance of 1499.34 feet to corner No. 2 of said Little Mattie Lode;

thence S 45° 33' 27" E along line 2-3 of said Little Mattie Lode a distance of 149.96 feet to corner No. 3 of said Little Mattie Lode;

thence S 44° 29' 09" W along line 3-4 of said Little Mattie Lode a distance of 1500.03 feet to corner No. 4 of said Little Mattie Lode;

thence N 45° 17' 32" W along line 4-1 of said Little Mattie Lode a distance of 149.75 feet to the Point of Beginning, containing 5.16 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 16

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00° 14' 12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 74° 53' 25" E a distance of 4,804.55 feet to corner No. 14 of the Gold Tunnel No. 21 Lode, US Mineral Survey No. 4589, being the Point of Beginning.

Thence N 46° 21' 54" W along line 14-15 of said Gold Tunnel No. 21 Lode a distance of 150.01 feet to corner No. 15 of said Gold Tunnel No. 21 Lode;

thence N 43° 56' 51" E along line 15-16 of said Gold Tunnel No. 21 Lode a distance of 81.81 feet to the south line of the NE 1/4 of the NE 1/4 of said Section 18, being also the City of Black Hawk Patented Boundary;

thence N 89° 32' 31" E along said south line of the NE 1/4 of the NE 1/4 of said Section 18 and the City of Black Hawk Patented Boundary a distance of 209.92 feet to the point of intersection with line 13-14 of said Gold Tunnel No. 21 Lode;

thence S 43° 56' 09" W along said line 13-14 of said Gold Tunnel No. 21 Lode a distance of 227.88 feet to the Point of Beginning, containing 0.53 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 17

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears

N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 41° 36' 06" E a distance of 1,242.54 feet to the point of intersection of line 2-3 of the Black Diamond Lode, US Mineral Survey No. 17634 with the northerly edge of Lake Gulch Road, County Road No. 6, being the Point of Beginning.

Thence N 63° 58' 12" E along said line 2-3 of said Black Diamond Lode a distance of 827.46 feet to the point of intersection with line 2-1 of the Elizabeth Lode, US Mineral Survey No. 15894;

thence S 39° 23' 46" W along said line 2-1 of said Elizabeth Lode a distance of 249.88 feet to the point intersection with the northerly edge of said Lake Gulch Road;

thence along said northerly edge of said Lake Gulch Road the following 24 courses:

1. S 77° 38' 35" W a distance of 7.04 feet;
2. S 78° 11' 27" W a distance of 5.49 feet;
3. S 79° 17' 59" W a distance of 29.12 feet;
4. S 76° 41' 51" W a distance of 25.03 feet;
5. S 78° 32' 38" W a distance of 26.85 feet;
6. S 78° 51' 11" W a distance of 28.58 feet;
7. S 77° 13' 39" W a distance of 29.52 feet;
8. S 75° 42' 50" W a distance of 28.93 feet;
9. S 74° 45' 31" W a distance of 27.76 feet;
10. S 71° 51' 48" W a distance of 27.85 feet;
11. S 68° 41' 24" W a distance of 27.08 feet;
12. S 72° 28' 10" W a distance of 26.21 feet;
13. S 72° 23' 23" W a distance of 26.42 feet;
14. S 70° 17' 29" W a distance of 27.99 feet;
15. S 68° 11' 21" W a distance of 28.57 feet;
16. S 68° 11' 55" W a distance of 28.34 feet;
17. S 68° 02' 26" W a distance of 28.70 feet;
18. S 69° 29' 32" W a distance of 29.17 feet;
19. S 71° 02' 53" W a distance of 28.52 feet;

20. S 73° 10' 29" W a distance of 27.05 feet;
21. S 74° 45' 56" W a distance of 26.43 feet;
22. S 76° 30' 21" W a distance of 26.42 feet;
23. S 77° 53' 04" W a distance of 25.17 feet;
24. S 80° 36' 50" W a distance of 18.32 feet to the Point of Beginning, containing 0.93 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 18

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 55° 10' 45" E a distance of 2,029.15 feet to the point of intersection of line 4-1 of the St. Anthony Lode, US Mineral Survey No. 19174 with the northerly edge of Lake Gulch Road, County Road No. 6, being the Point of Beginning.

Thence N 39° 30' 42" E along said line 4-1 of said St. Anthony Lode a distance of 328.85 feet to the point of intersection with the south line of the NE 1/4 of the NE 1/4 of said Section 18, being also the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said south line of the NE 1/4 of the NE 1/4 of said Section 18 a distance of 145.22 feet to the point of intersection with line 1-6 of the Susan-Mary Lode, US Mineral Survey No. 694;

thence S 19° 06' 00" E along said line 1-6 of said Susan-Mary Lode a distance of 44.24 feet to the point of intersection with line 2-3 of said St. Anthony Lode;

thence S 39° 31' 27" W along said line 2-3 of said St. Anthony Lode a distance of 246.50 feet to said northerly edge of Lake Gulch Road;

thence along said northerly edge of Lake Gulch Road the following 8 courses:

1. N 89° 47' 40" W a distance of 21.27 feet;
2. S 89° 45' 47" W a distance of 26.85 feet;
3. S 87° 30' 36" W a distance of 25.59 feet;
4. S 85° 59' 16" W a distance of 29.83 feet;
5. S 82° 42' 42" W a distance of 26.71 feet;

6. S 81° 04' 54" W a distance of 30.69 feet;
7. S 79° 51' 30" W a distance of 30.19 feet;
8. S 79° 21' 17" W a distance of 22.47 feet to the Point of Beginning, containing 1.04 Acres, more or less.

EXHIBIT B

Lake Gulch Whiskey Resort Annexation No. 1

A parcel of land located in Sections 17 & 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $69^{\circ}30'48''$ E a distance of 3,617.79 feet to the point of intersection of line 3-4 of the Clay County Lode, US Mineral Survey No. 360 with line 4-1 of the Williams Crossing Lode, US Mineral Survey No. 15824 being the Point of Beginning.

Thence S $47^{\circ}53'33''$ E along said line 4-1 of said Williams Lode a distance of 296.23 feet to the point of intersection with line 3-2 of the Blow Out Lode, US Mineral Survey No. 18776;

thence N $19^{\circ}46'26''$ E along said line 3-2 of said Blow Out Lode a distance of 361.74 feet to the point of intersection with the east-west centerline of the NE $\frac{1}{4}$ of said Section 18 and the City of Black Hawk Patented Boundary;

thence N $89^{\circ}32'31''$ E along said east-west centerline of the NE $\frac{1}{4}$ and City of Black Hawk Patented Boundary a distance of 208.47 feet to the point of intersection with line 1-2 of the Great Britian Lode, US Mineral Survey No. 18776;

thence S $29^{\circ}18'00''$ W along said line 1-2 of said Great Britian Lode a distance of 353.67 feet to corner No. 2 of said Great Britian Lode;

thence S $46^{\circ}17'00''$ W along line 2-3 of said Great Britian Lode a distance of 131.10 feet to the point of intersection with line 4-1 of said Williams Crossing Lode;

thence S $47^{\circ}53'33''$ E along said line 4-1 of said Williams Crossing Lode a distance of 149.95 feet to the point of intersection with line 6-7 of said Great Britian Lode;

thence N $46^{\circ}22'45''$ E along said line 6-7 of said Great Britian Lode a distance of 142.56 feet to corner No. 7 of said Great Britian Lode;

thence N $29^{\circ}19'49''$ E along line 7-8 of said Great Britian Lode a distance of 461.80 feet to the point of intersection with said east-west centerline of the NE $\frac{1}{4}$ of said Section 18 and the City of Black Hawk Patented Boundary;

thence N $89^{\circ}32'31''$ E along said east-west centerline of the NE $\frac{1}{4}$ and City of Black Hawk Patented Boundary a distance of 474.24 feet to the point of intersection with line 16-15 of the Gold Tunnel No. 21 Lode, US Mineral Survey No. 4589;

thence S 43° 56' 47" W along said line 16-15 of the Gold Tunnel No. 21 Lode a distance of 81.81 feet to corner No. 15 of the said Gold Tunnel No. 21 Lode;

thence S 46° 21' 54" E along line 15-14 of the said Gold Tunnel No. 21 Lode, a distance of 150.01 feet to corner no. 14 of the said Gold Tunnel No. 21 Lode;

thence N 43° 56' 15" E along line 14-13 of the said Gold Tunnel No. 21 Lode, a distance of 227.88 feet to the point of intersection with the east-west centerline of the NE ¼ of said Section 18 and the City of Black Hawk Patented Boundary;

thence N 89° 32' 31" E along said east-west centerline of the NE ¼ and City of Black Hawk Patented Boundary a distance of 1040.34 feet to the N 1/16th corner of Sections 17 and 18;

thence N 87° 26' 32" E along the east-west centerline of the NW ¼ of said Section 17 a distance of 165.11 feet to the point of intersection with line 3-2 of said East Williams Lode, US Mineral Survey No. 588;

thence S 47° 19' 59" W along said line 3-2 of the East Williams Lode a distance of 204.89 feet to corner No. 2 of said East Williams Lode;

thence S 42° 44' 49" E along line 2-1 of said East Williams Lode a distance of 152.37 feet to corner No. 1 of said East Williams Lode;

thence N 47° 20' 23" E along line 1-4 of said East Williams Lode a distance of 385.62 feet to the point of intersection with said east-west centerline of the NW ¼ of said Section 17 and the City of Black Hawk Patented Boundary;

thence N 87° 26' 32" E along said east-west centerline of the NW ¼ of said Section 17 and City of Black Hawk Patented Boundary a distance of 906.14 feet to the NW 1/16th corner of said Section 17;

thence N 01° 02' 29" W along the north-south centerline of said NW ¼ of said Section 17 and along the City of Black Hawk Patented Boundary a distance of 164.47 feet to the point of intersection with line 1-2 of the Mary Miller Lode, US Mineral Survey No. 969;

thence N 44° 28' 35" E along said line 1-2 of said Mary Miller Lode a distance of 60.92 feet to the point of intersection with said City of Black Hawk Patented Boundary;

thence N 88° 00' 45" E along said City of Black Hawk Patented Boundary a distance of 96.85 feet;

thence N 00° 18' 42" W along said City of Black Hawk Patented Boundary a distance of 91.93 feet to the point of intersection with line 6-5 of the Morgan Placer US Mineral Survey No. 226;

thence S 42° 19' 52" E along said line 6-5 of said Morgan Placer a distance of 92.75 feet to corner No. 5 of said Morgan Placer;

thence S 41° 03' 33" E along Colorado Department of Transportation deed recorded at Reception No. 141956 Gilpin County Records a distance of 12.42 feet to a CDOT 3 ¼ " aluminum cap;

thence S 49° 47' 21" E continuing along said Reception No. 141956 a distance of 43.07 feet to the point of intersection with line 3-4 of said Mary Miller Lode;

thence S 44° 27' 10" W along said line 3-4 of said Mary Miller Lode a distance of 340.78 feet to the north-south centerline of said NW ¼ of said Section 17;

thence S 42° 07' 27" W a distance of 980.96 feet to corner No. 3 of the Little Mattie Lode, US Mineral Survey No. 970;

thence N 45° 33' 27" W along line 3-2 of said Little Mattie Lode a distance of 149.96 feet to corner No. 2 of said Little Mattie Lode;

thence S 44° 28' 40" W along line 2-1 of said Little Mattie Lode a distance of 1499.34 feet to corner No. 1 of said Little Mattie Lode;

thence S 45° 17' 32" E along line 1-4 of said Little Mattie Lode a distance of 149.75 feet to corner No. 4 of said Little Mattie Lode;

thence S 27° 33' 11" E a distance of 938.48 feet to the S 1/16th corner of Sections 17 and 18;

thence N 88° 20' 50" W a distance of 663.62 feet to a point on the easterly edge of Lake Gulch Road, County Road 6;

thence along said easterly edge of said Lake Gulch Road the following 32 courses:

1. N 04° 13' 02" W a distance of 31.99 feet;
2. N 07° 44' 55" W a distance of 32.64 feet;
3. N 18° 09' 05" W a distance of 33.14 feet;
4. N 38° 37' 56" W a distance of 34.32 feet;
5. N 53° 47' 50" W a distance of 29.23 feet;
6. N 75° 08' 14" W a distance of 35.56 feet;
7. N 85° 37' 54" W a distance of 30.90 feet;
8. S 89° 52' 43" W a distance of 27.50 feet;
9. N 87° 06' 51" W a distance of 30.91 feet;
10. N 85° 25' 50" W a distance of 33.32 feet;
11. N 83° 57' 02" W a distance of 32.67 feet;
12. N 82° 55' 20" W a distance of 27.68 feet;
13. N 84° 02' 37" W a distance of 25.81 feet;
14. N 85° 10' 50" W a distance of 29.44 feet;
15. N 85° 57' 08" W a distance of 28.99 feet;

16. N 85° 47' 52" W a distance of 28.17 feet;
17. N 81° 25' 50" W a distance of 28.60 feet;
18. N 76° 41' 49" W a distance of 29.15 feet;
19. N 73° 08' 35" W a distance of 28.55 feet;
20. N 70° 53' 21" W a distance of 28.11 feet;
21. N 69° 40' 34" W a distance of 29.60 feet;
22. N 69° 16' 06" W a distance of 30.58 feet;
23. N 69° 23' 51" W a distance of 31.51 feet;
24. N 69° 00' 03" W a distance of 30.04 feet;
25. N 67° 48' 40" W a distance of 31.55 feet;
26. N 68° 24' 20" W a distance of 27.25 feet;
27. N 62° 37' 03" W a distance of 29.46 feet;
28. N 58° 52' 53" W a distance of 25.03 feet;
29. N 54° 58' 57" W a distance of 28.04 feet;
30. N 57° 56' 49" W a distance of 30.20 feet;
31. N 61° 34' 17" W a distance of 32.80 feet;
32. N 66° 40' 06" W a distance of 25.01 feet to a point on line 1-4 of Washingtons Day Lode, US Mineral Survey 11885;

thence along said line 1-4 N 39° 23' 17" E a distance of 633.47 feet to corner No. 4 of said Washingtons Day Lode;

thence along line 4-3 of said Washingtons Day Lode N 45° 12' 18" W a distance of 150.58 feet to corner No. 3 of said Washingtons Day Lode;

thence N 40° 53' 21" W a distance of 1,096.94 feet;

thence N 47° 01' 18" E a distance of 320.86 feet;

thence N 42° 58' 23" W a distance of 169.95 feet;

thence S 47° 00' 48" W a distance of 314.68 feet;

thence N 40° 53' 21" W a distance of 710.26 feet to the Point of Beginning,

EXCEPT the Denver Lode, US Mineral Survey 745, total parcel containing 100.5 acres gross, 95.35 acres net more or less.

Lake Gulch Whiskey Resort Annexation No.2

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $69^{\circ}30'48''$ E a distance of 3,617.79 feet to the point of intersection of line 3-4 of the Clay County Lode, US Mineral Survey No. 360 with line 4-1 of the Williams Crossing Lode, US Mineral Survey No. 15824 being the Point of Beginning.

Thence S $40^{\circ}53'21''$ E along the City of Black Hawk Boundary a distance of 710.26 feet;

thence N $47^{\circ}00'48''$ E a distance of 314.68 feet;

thence S $42^{\circ}58'23''$ E a distance of 169.95 feet;

thence S $47^{\circ}01'18''$ W a distance of 320.86 feet;

thence S $40^{\circ}53'21''$ E a distance of 1096.94 feet to corner No. 3 of the Washingtons Day Lode, US Mineral Survey 11885;

thence along line 3-2 of said Washingtons Day Lode S $39^{\circ}23'18''$ W a distance of 664.25 feet to a point on the easterly edge of Lake Gulch Road, County Road 6;

thence along said easterly edge the following 42 courses:

1. N $48^{\circ}28'12''$ W a distance of 24.56 feet;
2. N $50^{\circ}23'24''$ W a distance of 26.25 feet;
3. N $53^{\circ}50'43''$ W a distance of 25.59 feet;
4. N $53^{\circ}43'00''$ W a distance of 33.90 feet;
5. N $52^{\circ}37'45''$ W a distance of 28.19 feet;
6. N $51^{\circ}12'12''$ W a distance of 30.55 feet;
7. N $49^{\circ}32'52''$ W a distance of 30.52 feet;
8. N $48^{\circ}21'34''$ W a distance of 28.91 feet;
9. N $47^{\circ}37'34''$ W a distance of 28.24 feet;
10. N $45^{\circ}09'35''$ W a distance of 27.49 feet;
11. N $43^{\circ}31'15''$ W a distance of 28.13 feet;

12. N 42° 12' 45" W a distance of 27.54 feet;
13. N 38° 01' 46" W a distance of 25.88 feet;
14. N 34° 08' 31" W a distance of 30.46 feet;
15. N 37° 44' 53" W a distance of 28.83 feet;
16. N 42° 43' 23" W a distance of 30.25 feet;
17. N 43° 58' 04" W a distance of 27.96 feet;
18. N 45° 20' 47" W a distance of 27.74 feet;
19. N 49° 06' 25" W a distance of 26.55 feet;
20. N 51° 35' 16" W a distance of 26.06 feet;
21. N 59° 58' 24" W a distance of 29.16 feet;
22. N 61° 25' 24" W a distance of 33.52 feet;
23. N 61° 44' 13" W a distance of 33.59 feet;
24. N 59° 21' 59" W a distance of 26.42 feet;
25. N 49° 29' 24" W a distance of 26.70 feet;
26. N 37° 52' 45" W a distance of 31.32 feet;
27. N 30° 56' 40" W a distance of 24.48 feet;
28. N 29° 24' 22" W a distance of 27.32 feet;
29. N 33° 48' 48" W a distance of 27.44 feet;
30. N 38° 52' 14" W a distance of 38.09 feet;
31. N 46° 02' 34" W a distance of 25.97 feet;
32. N 47° 57' 34" W a distance of 35.15 feet;
33. N 47° 25' 27" W a distance of 31.08 feet;
34. N 43° 51' 36" W a distance of 31.28 feet;
35. N 39° 40' 26" W a distance of 30.10 feet;
36. N 41° 30' 58" W a distance of 32.61 feet;
37. N 41° 29' 04" W a distance of 32.31 feet;
38. N 41° 52' 51" W a distance of 35.65 feet;
39. N 42° 17' 50" W a distance of 25.71 feet;

40. N 44° 56' 55" W a distance of 26.51 feet;
41. N 47° 16' 09" W a distance of 32.58 feet;
42. N 44° 25' 34" W a distance of 5.81 feet to the point of intersection with line 4-3 of the
Tariff Lode, US Mineral Survey No. 966;
thence N 47° 01' 18" E along said line 4-3 of said Tariff Lode a distance of 1068.76 feet to
corner No. 3 of said Tariff Lode;
thence N 42° 58' 23" W along line 3-2 of said Tariff Lode a distance of 149.95 feet to corner No.
2 of said Tariff lode;
thence S 47° 00' 48" W along line 2-1 of said Tariff Lode a distance of 367.57 feet to the point of
intersection with line 2-3 of the Williams Lode, US Mineral Survey No. 15824;
thence N 47° 53' 26" W along said line 2-3 of said Williams Lode a distance of 660.81 feet to the
point of intersection with line 6-5 of the East Clay County Lode, US Mineral Survey No. 18776;
thence S 17° 31' 51" W along said line 6-5 of said East Clay County Lode a distance of 88.60
feet to the point of intersection with line 3-2 of the Clay County Lode, US Mineral Survey No.
329A;
thence N 51° 26' 36" W along said line 3-2 of said Clay County Lode a distance of 26.56 feet to
corner No. 4 of said Clay County Lode, US Mineral Survey No. 360;
thence N 52° 11' 23" W along line 4-1 of said Clay County Lode, US Mineral Survey No. 360 a
distance of 114.49 feet to corner No. 2 of said Clay County Lode, US Mineral Survey No. 329A;
thence S 37° 28' 00" W along line 2-1 of said Clay County Lode, US Mineral Survey No. 329A a
distance of 547.96 feet to the point of intersection with line 4-1 of the Clay County Lode, US
Mineral Survey No. 329B;
thence N 54° 01' 59" W along said line 4-1 of the Clay County Lode, US Mineral Survey No.
329B a distance of 109.70 feet to corner No. 1 of said Clay County Lode, US Mineral Survey
No. 329B;
thence S 50° 08' 44" W along line 1-2 of said Clay County Lode, US Mineral Survey No. 329B a
distance of 172.25 feet to the point of intersection with the easterly edge of Lake Gulch Road;
thence along said easterly edge of Lake Gulch Road the following 12 courses:
 1. N 52° 05' 43" W a distance of 4.07 feet;
 2. N 50° 32' 17" W a distance of 30.12 feet;
 3. N 48° 45' 27" W a distance of 31.84 feet;
 4. N 48° 19' 15" W a distance of 29.52 feet;
 5. N 44° 59' 11" W a distance of 32.08 feet;

6. N 38° 27' 56" W a distance of 34.04 feet;
7. N 34° 37' 33" W a distance of 32.85 feet;
8. N 32° 21' 41" W a distance of 28.92 feet;
9. N 30° 53' 34" W a distance of 33.92 feet;
10. N 29° 02' 31" W a distance of 37.67 feet;
11. N 28° 29' 34" W a distance of 25.05 feet;
12. N 28° 12' 54" W a distance of 1.33 feet to the point of intersection with line 1-2 of the Caledonia Lode, US Mineral Survey No. MS 519;

thence N 49° 29' 47" E along said line 1-2 of said Caledonia Lode a distance of 724.79 feet to the point of intersection with line 6-5 of the Golden Gad Lode, US Mineral Survey No. 13048;

thence N 31° 43' 33" W along said line 6-5 of said Golden Gad Lode a distance of 50.45 feet to the point of intersection with the east-west centerline of said NW ¼ of said Section 18 and the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said east-west centerline of the NW ¼ and along the City of Black Hawk Patented Boundary a distance of 258.49 feet to the N 1/16th corner on the north-south centerline of said Section 18;

thence N 89° 32' 31" E along the east-west centerline of the NE ¼ of said Section 18 and along the City of Black Hawk Patented Boundary a distance of 246.17 feet to the point of intersection with line 3-4 of the Clay County Lode, US Mineral Survey No. 360;

thence S 27° 50' 26" W along said line 3-4 of said Clay County Lode a distance of 157.91 feet to the point of intersection with line 4-1 of the Williams Crossing Lode, US Mineral Survey No. 15824, the Point of Beginning, containing 29.21 acres more or less.

Lake Gulch Whiskey Resort Annexation No.3

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 00°14'12" E along the east line of the NE ¼ of said Section 13 a distance of 876.53 feet to the point of intersection with the northerly and easterly edge of Lake Gulch Road, County Road 6. Thence along said northerly and easterly edge of Lake Gulch Road the following 66 courses:

1. S 84° 44' 44" E a distance of 13.72 feet;

2. S 85° 15' 25" E a distance of 35.41 feet;
3. S 84° 42' 28" E a distance of 33.69 feet;
4. S 85° 28' 26" E a distance of 32.03 feet;
5. S 86° 21' 19" E a distance of 31.14 feet;
6. S 87° 13' 04" E a distance of 29.82 feet;
7. S 88° 23' 53" E a distance of 29.18 feet;
8. S 88° 24' 09" E a distance of 34.66 feet;
9. S 88° 22' 11" E a distance of 25.20 feet;
10. S 88° 22' 02" E a distance of 36.97 feet;
11. S 89° 43' 04" E a distance of 35.02 feet;
12. N 88° 16' 44" E a distance of 36.59 feet;
13. N 87° 31' 19" E a distance of 26.26 feet;
14. N 85° 29' 19" E a distance of 27.58 feet;
15. N 84° 48' 46" E a distance of 29.08 feet;
16. N 84° 07' 35" E a distance of 28.85 feet;
17. N 82° 03' 23" E a distance of 28.00 feet;
18. N 78° 58' 54" E a distance of 26.68 feet;
19. N 76° 54' 40" E a distance of 25.60 feet;
20. N 77° 08' 36" E a distance of 25.55 feet;
21. N 78° 10' 02" E a distance of 25.48 feet;
22. N 78° 39' 54" E a distance of 37.64 feet;
23. N 79° 54' 14" E a distance of 26.32 feet;
24. N 80° 28' 29" E a distance of 26.01 feet;
25. N 80° 13' 10" E a distance of 25.64 feet;
26. N 82° 00' 47" E a distance of 25.87 feet;
27. N 83° 11' 19" E a distance of 25.72 feet;
28. N 81° 54' 30" E a distance of 25.51 feet;
29. N 80° 36' 50" E a distance of 36.86 feet;

30. N 77° 53' 04" E a distance of 25.17 feet;
31. N 76° 30' 21" E a distance of 26.42 feet;
32. N 74° 45' 56" E a distance of 26.43 feet;
33. N 73° 10' 29" E a distance of 27.05 feet;
34. N 71° 02' 53" E a distance of 28.52 feet;
35. N 69° 29' 32" E a distance of 29.17 feet;
36. N 68° 02' 26" E a distance of 28.70 feet;
37. N 68° 11' 55" E a distance of 28.34 feet;
38. N 68° 11' 21" E a distance of 28.58 feet;
39. N 70° 17' 29" E a distance of 27.99 feet;
40. N 72° 23' 23" E a distance of 26.42 feet;
41. N 72° 28' 10" E a distance of 26.21 feet;
42. N 68° 41' 24" E a distance of 27.08 feet;
43. N 71° 51' 48" E a distance of 27.85 feet;
44. N 74° 45' 31" E a distance of 27.76 feet;
45. N 75° 42' 50" E a distance of 28.93 feet;
46. N 77° 13' 39" E a distance of 29.52 feet;
47. N 78° 51' 11" E a distance of 28.58 feet;
48. N 78° 32' 38" E a distance of 26.85 feet;
49. N 76° 41' 51" E a distance of 25.03 feet;
50. N 79° 17' 59" E a distance of 29.12 feet;
51. N 78° 11' 27" E a distance of 5.49 feet;
52. N 77° 38' 35" E a distance of 34.79 feet;
53. N 77° 18' 33" E a distance of 34.86 feet;
54. N 76° 11' 24" E a distance of 34.36 feet;
55. N 76° 19' 36" E a distance of 34.21 feet;
56. N 75° 55' 53" E a distance of 32.92 feet;
57. N 75° 45' 56" E a distance of 33.64 feet;

- 58. N 77° 56' 07" E a distance of 54.90 feet;
- 59. N 79° 21' 17" E a distance of 32.59 feet;
- 60. N 79° 51' 30" E a distance of 30.19 feet;
- 61. N 81° 04' 54" E a distance of 30.69 feet;
- 62. N 82° 42' 42" E a distance of 26.71 feet;
- 63. N 85° 59' 16" E a distance of 29.83 feet;
- 64. N 87° 30' 36" E a distance of 25.59 feet;
- 65. N 89° 45' 47" E a distance of 26.85 feet;
- 66. S 89° 47' 40" E a distance of 21.27 feet to the point of intersection with line 3-2 of the St. Anthony Lode, US Mineral Survey No. 19174;

thence N 39° 31' 27" E along said line 3-2 of said St. Anthony Lode a distance of 246.50 feet to the point of intersection with line 1-6 of the Susan-Mary Lode, US Mineral Survey No. 694;

thence S 19° 06' 00" E along said line 1-6 of said Susan-Mary Lode a distance of 35.27 feet to corner No. 6 of said Susan-Mary Lode;

thence N 70° 54' 00" E along line 6-5 of said Susan-Mary Lode a distance of 224.97 feet to the point of intersection with the east-west centerline of the NW 1/4 of said Section 18, the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said east-west centerline and City of Black Hawk Patented Boundary a distance of 553.67 feet to the point of intersection with line 4-3 of the Golden Gad Lode, US Mineral Survey No. 13048;

thence S 49° 45' 10" W along said line 4-3 of said Golden Gad Lode a distance of 340.06 feet to corner No. 3 of said Golden Gad Lode;

thence S 63° 17' 40" W along line 3-2 of said Golden Gad Lode a distance of 259.61 feet to the point of intersection with the easterly edge of Lake Gulch Road;

thence along said easterly edge of Lake Gulch Road the following 178 courses:

- 79. S 47° 36' 27" E a distance of 20.45 feet;
- 80. S 37° 01' 46" E a distance of 33.69 feet;
- 81. S 31° 20' 23" E a distance of 35.62 feet;
- 82. S 29° 21' 33" E a distance of 35.80 feet;
- 83. S 28° 33' 24" E a distance of 35.14 feet;
- 84. S 28° 15' 54" E a distance of 26.48 feet;

85. S 28° 12' 54" E a distance of 25.97 feet;
86. S 28° 29' 34" E a distance of 25.05 feet;
87. S 29° 02' 31" E a distance of 37.67 feet;
88. S 30° 53' 34" E a distance of 33.92 feet;
89. S 32° 21' 41" E a distance of 28.92 feet;
90. S 34° 37' 33" E a distance of 32.85 feet;
91. S 38° 27' 56" E a distance of 34.04 feet;
92. S 44° 59' 11" E a distance of 32.08 feet;
93. S 48° 19' 15" E a distance of 29.52 feet;
94. S 48° 45' 27" E a distance of 31.84 feet;
95. S 50° 32' 17" E a distance of 30.12 feet;
96. S 52° 05' 43" E a distance of 32.15 feet;
97. S 51° 09' 16" E a distance of 29.84 feet;
98. S 51° 16' 35" E a distance of 28.26 feet;
99. S 53° 32' 16" E a distance of 26.81 feet;
100. S 54° 36' 48" E a distance of 27.25 feet;
101. S 54° 32' 13" E a distance of 32.80 feet;
102. S 57° 04' 54" E a distance of 26.24 feet;
103. S 58° 48' 15" E a distance of 27.12 feet;
104. S 58° 36' 20" E a distance of 29.13 feet;
105. S 57° 16' 49" E a distance of 30.45 feet;
106. S 57° 52' 07" E a distance of 29.57 feet;
107. S 57° 47' 48" E a distance of 29.54 feet;
108. S 58° 32' 09" E a distance of 30.64 feet;
109. S 58° 55' 55" E a distance of 31.93 feet;
110. S 60° 47' 03" E a distance of 32.05 feet;
111. S 64° 12' 09" E a distance of 30.05 feet;
112. S 66° 59' 32" E a distance of 31.36 feet;

- 113. S 64° 57' 54" E a distance of 31.74 feet;
- 114. S 66° 27' 41" E a distance of 30.74 feet;
- 115. S 62° 36' 41" E a distance of 31.24 feet;
- 116. S 56° 45' 33" E a distance of 32.71 feet;
- 117. S 52° 10' 05" E a distance of 34.02 feet;
- 118. S 47° 33' 12" E a distance of 35.06 feet;
- 119. S 46° 14' 32" E a distance of 33.54 feet;
- 120. S 46° 05' 49" E a distance of 31.95 feet;
- 121. S 47° 24' 34" E a distance of 33.28 feet;
- 122. S 46° 33' 23" E a distance of 34.15 feet;
- 123. S 45° 20' 14" E a distance of 34.73 feet;
- 124. S 45° 05' 49" E a distance of 33.04 feet;
- 125. S 45° 18' 29" E a distance of 32.28 feet;
- 126. S 44° 25' 34" E a distance of 31.87 feet;
- 127. S 47° 16' 09" E a distance of 32.58 feet;
- 128. S 44° 56' 55" E a distance of 26.51 feet;
- 129. S 42° 17' 50" E a distance of 25.71 feet;
- 130. S 41° 52' 51" E a distance of 35.65 feet;
- 131. S 41° 29' 04" E a distance of 32.31 feet;
- 132. S 41° 30' 58" E a distance of 32.61 feet;
- 133. S 39° 40' 26" E a distance of 30.10 feet;
- 134. S 43° 51' 36" E a distance of 31.28 feet;
- 135. S 47° 25' 27" E a distance of 31.08 feet;
- 136. S 47° 57' 34" E a distance of 35.15 feet;
- 137. S 46° 02' 34" E a distance of 25.97 feet;
- 138. S 38° 52' 14" E a distance of 38.09 feet;
- 139. S 33° 48' 48" E a distance of 27.44 feet;
- 140. S 29° 24' 22" E a distance of 27.32 feet;

141. S 30° 56' 40" E a distance of 24.48 feet;
142. S 37° 52' 45" E a distance of 31.32 feet;
143. S 49° 29' 24" E a distance of 26.70 feet;
144. S 59° 21' 59" E a distance of 26.42 feet;
145. S 61° 44' 13" E a distance of 33.59 feet;
146. S 61° 25' 24" E a distance of 33.52 feet;
147. S 59° 58' 24" E a distance of 29.16 feet;
148. S 51° 35' 16" E a distance of 26.06 feet;
149. S 49° 06' 25" E a distance of 26.55 feet;
150. S 45° 20' 47" E a distance of 27.74 feet;
151. S 43° 58' 04" E a distance of 27.96 feet;
152. S 42° 43' 23" E a distance of 30.25 feet;
153. S 37° 44' 53" E a distance of 28.83 feet;
154. S 34° 08' 31" E a distance of 30.46 feet;
155. S 38° 01' 46" E a distance of 25.88 feet;
156. S 42° 12' 45" E a distance of 27.54 feet;
157. S 43° 31' 15" E a distance of 28.13 feet;
158. S 45° 09' 35" E a distance of 27.49 feet;
159. S 47° 37' 34" E a distance of 28.24 feet;
160. S 48° 21' 34" E a distance of 28.91 feet;
161. S 49° 32' 52" E a distance of 30.52 feet;
162. S 51° 12' 12" E a distance of 30.55 feet;
163. S 52° 37' 45" E a distance of 28.19 feet;
164. S 53° 43' 00" E a distance of 33.90 feet;
165. S 53° 50' 43" E a distance of 25.59 feet;
166. S 50° 23' 24" E a distance of 26.25 feet;
167. S 48° 28' 12" E a distance of 27.86 feet;
168. S 48° 55' 48" E a distance of 29.88 feet;

169. S 51° 44' 53" E a distance of 28.55 feet;
170. S 56° 10' 53" E a distance of 31.14 feet;
171. S 62° 17' 04" E a distance of 31.05 feet;
172. S 66° 41' 03" E a distance of 25.85 feet;
173. S 66° 40' 06" E a distance of 27.06 feet;
174. S 61° 34' 17" E a distance of 32.80 feet;
175. S 57° 56' 49" E a distance of 30.20 feet;
176. S 54° 58' 57" E a distance of 28.04 feet;
177. S 58° 52' 53" E a distance of 25.03 feet;
178. S 62° 37' 03" E a distance of 29.46 feet;
179. S 68° 24' 20" E a distance of 27.25 feet;
180. S 67° 48' 40" E a distance of 31.55 feet;
181. S 69° 00' 03" E a distance of 30.04 feet;
182. S 69° 23' 51" E a distance of 31.51 feet;
183. S 69° 16' 06" E a distance of 30.58 feet;
184. S 69° 40' 34" E a distance of 29.60 feet;
185. S 70° 53' 21" E a distance of 28.11 feet;
186. S 73° 08' 35" E a distance of 28.55 feet;
187. S 76° 41' 49" E a distance of 29.15 feet;
188. S 81° 25' 50" E a distance of 28.60 feet;
189. S 85° 47' 52" E a distance of 28.17 feet;
190. S 85° 57' 08" E a distance of 28.99 feet;
191. S 85° 10' 50" E a distance of 29.44 feet;
192. S 84° 02' 37" E a distance of 25.81 feet;
193. S 82° 55' 20" E a distance of 27.68 feet;
194. S 83° 57' 02" E a distance of 32.67 feet;
195. S 85° 25' 50" E a distance of 33.32 feet;
196. S 87° 06' 51" E a distance of 30.91 feet;

197. N 89° 52' 43" E a distance of 27.50 feet;
198. S 85° 37' 54" E a distance of 30.90 feet;
199. S 75° 08' 14" E a distance of 35.56 feet;
200. S 53° 47' 50" E a distance of 29.23 feet;
201. S 38° 37' 56" E a distance of 34.32 feet;
202. S 18° 09' 05" E a distance of 33.14 feet;
203. S 07° 44' 55" E a distance of 32.64 feet;
204. S 04° 13' 02" E a distance of 31.99 feet;
205. S 00° 41' 58" W a distance of 31.57 feet;
206. S 01° 13' 29" W a distance of 32.44 feet;
207. S 00° 03' 20" E a distance of 32.16 feet;
208. S 02° 47' 46" W a distance of 28.30 feet;
209. S 06° 12' 17" W a distance of 38.26 feet;
210. S 16° 17' 42" W a distance of 37.16 feet;
211. S 24° 29' 21" W a distance of 29.34 feet;
212. S 28° 41' 22" W a distance of 45.06 feet;
213. S 34° 24' 43" W a distance of 30.28 feet;
214. S 40° 01' 56" W a distance of 30.05 feet;
215. S 43° 22' 45" W a distance of 38.41 feet;
216. S 41° 40' 02" W a distance of 34.91 feet;
217. S 37° 13' 45" W a distance of 32.47 feet;
218. S 31° 34' 31" W a distance of 32.66 feet;
219. S 26° 02' 44" W a distance of 35.71 feet;
220. S 24° 24' 12" W a distance of 32.11 feet;
221. S 20° 02' 45" W a distance of 28.30 feet;
222. S 19° 00' 54" W a distance of 35.03 feet;
223. S 15° 53' 59" W a distance of 32.80 feet;
224. S 13° 56' 52" W a distance of 28.35 feet;

- 225. S 13° 41' 03" W a distance of 27.80 feet;
- 226. S 14° 06' 12" W a distance of 47.10 feet;
- 227. S 11° 45' 46" W a distance of 29.86 feet;
- 228. S 13° 18' 52" W a distance of 15.92 feet;
- 229. S 10° 22' 47" W a distance of 30.16 feet;
- 230. S 09° 29' 42" W a distance of 30.12 feet;
- 231. S 11° 50' 43" W a distance of 31.40 feet;
- 232. S 11° 03' 12" W a distance of 31.62 feet;
- 233. S 10° 04' 56" W a distance of 25.34 feet;
- 234. S 11° 08' 36" W a distance of 19.58 feet;
- 235. S 33° 47' 37" E a distance of 7.58 feet;
- 236. S 32° 05' 32" E a distance of 27.59 feet;
- 237. S 44° 08' 01" E a distance of 29.13 feet;
- 238. S 52° 04' 36" E a distance of 27.04 feet;
- 239. S 54° 37' 49" E a distance of 25.73 feet;
- 240. S 54° 46' 58" E a distance of 26.38 feet;
- 241. S 58° 03' 45" E a distance of 30.82 feet;
- 242. S 59° 18' 04" E a distance of 25.17 feet;
- 243. S 63° 19' 05" E a distance of 29.27 feet;
- 244. S 60° 16' 48" E a distance of 30.28 feet;
- 245. S 61° 39' 09" E a distance of 33.01 feet;
- 246. S 61° 28' 38" E a distance of 33.37 feet;
- 247. S 55° 46' 17" E a distance of 29.95 feet;
- 248. S 56° 17' 05" E a distance of 38.86 feet;
- 249. S 51° 45' 51" E a distance of 57.67 feet;
- 250. S 48° 44' 08" E a distance of 91.48 feet;
- 251. S 45° 53' 24" E a distance of 48.20 feet;
- 252. S 43° 37' 26" E a distance of 41.87 feet;

- 253. S 45° 38' 04" E a distance of 24.91 feet;
- 254. S 49° 36' 04" E a distance of 29.00 feet;
- 255. S 53° 53' 44" E a distance of 30.11 feet;
- 256. S 58° 27' 45" E a distance of 15.49 feet to the point of intersection with the south line of the SE ¼ of said Section 18;

thence N 89° 44' 17" W along said south line of said SE ¼ of said Section 18 a distance of 39.68 feet to the point of intersection with the westerly and southerly edge of said Lake Gulch Road;

thence along said westerly and southerly edge of said Lake Gulch Road the following 259 courses:

- 1. N 53° 53' 44" W a distance of 14.21 feet;
- 2. N 49° 36' 04" W a distance of 30.59 feet;
- 3. N 45° 38' 04" W a distance of 26.06 feet;
- 4. N 43° 37' 26" W a distance of 41.82 feet;
- 5. N 45° 53' 24" W a distance of 47.21 feet;
- 6. N 48° 44' 08" W a distance of 90.36 feet;
- 7. N 51° 45' 51" W a distance of 56.22 feet;
- 8. N 56° 17' 05" W a distance of 38.09 feet;
- 9. N 55° 46' 17" W a distance of 28.96 feet;
- 10. N 61° 28' 38" W a distance of 32.24 feet;
- 11. N 61° 39' 09" W a distance of 33.24 feet;
- 12. N 60° 16' 48" W a distance of 29.96 feet;
- 13. N 63° 19' 05" W a distance of 29.46 feet;
- 14. N 59° 18' 04" W a distance of 26.18 feet;
- 15. N 58° 03' 45" W a distance of 31.69 feet;
- 16. N 54° 46' 58" W a distance of 27.04 feet;
- 17. N 54° 37' 49" W a distance of 26.25 feet;
- 18. N 52° 04' 36" W a distance of 29.05 feet;
- 19. N 44° 08' 01" W a distance of 32.98 feet;
- 20. N 32° 05' 32" W a distance of 29.58 feet;

21. N 33° 47' 37" W a distance of 16.35 feet;
22. N 11° 08' 36" E a distance of 28.47 feet;
23. N 10° 04' 56" E a distance of 25.32 feet;
24. N 11° 03' 12" E a distance of 31.96 feet;
25. N 11° 50' 43" E a distance of 31.10 feet;
26. N 09° 29' 42" E a distance of 29.84 feet;
27. N 10° 22' 47" E a distance of 30.89 feet;
28. N 13° 18' 52" E a distance of 16.19 feet;
29. N 11° 45' 46" E a distance of 30.01 feet;
30. N 14° 06' 12" E a distance of 47.47 feet;
31. N 13° 41' 03" E a distance of 27.77 feet;
32. N 13° 56' 52" E a distance of 28.78 feet;
33. N 15° 53' 59" E a distance of 33.77 feet;
34. N 19° 00' 54" E a distance of 35.82 feet;
35. N 20° 02' 45" E a distance of 29.34 feet;
36. N 24° 24' 12" E a distance of 33.26 feet;
37. N 26° 02' 44" E a distance of 37.09 feet;
38. N 31° 34' 31" E a distance of 34.81 feet;
39. N 37° 13' 45" E a distance of 34.41 feet;
40. N 41° 40' 02" E a distance of 36.10 feet;
41. N 43° 22' 45" E a distance of 38.09 feet;
42. N 40° 01' 56" E a distance of 28.32 feet;
43. N 34° 24' 43" E a distance of 28.10 feet;
44. N 28° 41' 22" E a distance of 43.15 feet;
45. N 24° 29' 21" E a distance of 26.96 feet;
46. N 16° 17' 42" E a distance of 33.64 feet;
47. N 06° 12' 17" E a distance of 35.66 feet;
48. N 02° 47' 46" E a distance of 27.09 feet;

49. N 00° 03' 20" W a distance of 31.86 feet;
50. N 01° 13' 29" E a distance of 32.59 feet;
51. N 00° 41' 58" E a distance of 30.52 feet;
52. N 04° 13' 02" W a distance of 30.37 feet;
53. N 07° 44' 55" W a distance of 29.96 feet;
54. N 18° 09' 05" W a distance of 27.17 feet;
55. N 38° 37' 56" W a distance of 27.41 feet;
56. N 53° 47' 50" W a distance of 22.16 feet;
57. N 75° 08' 14" W a distance of 29.40 feet;
58. N 85° 37' 54" W a distance of 28.02 feet;
59. S 89° 52' 43" W a distance of 27.21 feet;
60. N 87° 06' 51" W a distance of 31.81 feet;
61. N 85° 25' 50" W a distance of 33.93 feet;
62. N 83° 57' 02" W a distance of 33.15 feet;
63. N 82° 55' 20" W a distance of 27.67 feet;
64. N 84° 02' 37" W a distance of 25.38 feet;
65. N 85° 10' 50" W a distance of 29.07 feet;
66. N 85° 57' 08" W a distance of 28.87 feet;
67. N 85° 47' 52" W a distance of 29.04 feet;
68. N 81° 25' 50" W a distance of 30.35 feet;
69. N 76° 41' 49" W a distance of 30.74 feet;
70. N 73° 08' 35" W a distance of 29.67 feet;
71. N 70° 53' 21" W a distance of 28.78 feet;
72. N 69° 40' 34" W a distance of 29.91 feet;
73. N 69° 16' 06" W a distance of 30.63 feet;
74. N 69° 23' 51" W a distance of 31.56 feet;
75. N 69° 00' 03" W a distance of 30.35 feet;
76. N 67° 48' 40" W a distance of 31.66 feet;

77. N 68° 24' 20" W a distance of 28.25 feet;
78. N 62° 37' 03" W a distance of 31.29 feet;
79. N 58° 52' 53" W a distance of 26.50 feet;
80. N 54° 58' 57" W a distance of 28.22 feet;
81. N 57° 56' 49" W a distance of 28.94 feet;
82. N 61° 34' 17" W a distance of 31.12 feet;
83. N 66° 40' 06" W a distance of 26.08 feet;
84. N 66° 41' 03" W a distance of 26.69 feet;
85. N 62° 17' 04" W a distance of 33.06 feet;
86. N 56° 10' 53" W a distance of 33.17 feet;
87. N 51° 44' 53" W a distance of 29.94 feet;
88. N 48° 55' 48" W a distance of 30.51 feet;
89. N 48° 28' 12" W a distance of 27.58 feet;
90. N 50° 23' 24" W a distance of 25.21 feet;
91. N 53° 50' 43" W a distance of 24.95 feet;
92. N 53° 43' 00" W a distance of 34.13 feet;
93. N 52° 37' 45" W a distance of 28.67 feet;
94. N 51° 12' 12" W a distance of 31.14 feet;
95. N 49° 32' 52" W a distance of 31.07 feet;
96. N 48° 21' 34" W a distance of 29.28 feet;
97. N 47° 37' 34" W a distance of 28.86 feet;
98. N 45° 09' 35" W a distance of 28.28 feet;
99. N 43° 31' 15" W a distance of 28.69 feet;
100. N 42° 12' 45" W a distance of 28.59 feet;
101. N 38° 01' 46" W a distance of 27.43 feet;
102. N 34° 08' 31" W a distance of 30.52 feet;
103. N 37° 44' 53" W a distance of 27.18 feet;
104. N 42° 43' 23" W a distance of 29.05 feet;

105. N 43° 58' 04" W a distance of 27.46 feet;
106. N 45° 20' 47" W a distance of 26.75 feet;
107. N 49° 06' 25" W a distance of 25.35 feet;
108. N 51° 35' 16" W a distance of 23.97 feet;
109. N 59° 58' 24" W a distance of 27.27 feet;
110. N 61° 25' 24" W a distance of 33.19 feet;
111. N 61° 44' 13" W a distance of 33.99 feet;
112. N 59° 21' 59" W a distance of 28.78 feet;
113. N 49° 29' 24" W a distance of 30.84 feet;
114. N 37° 52' 45" W a distance of 34.89 feet;
115. N 30° 56' 40" W a distance of 26.10 feet;
116. N 29° 24' 22" W a distance of 26.77 feet;
117. N 33° 48' 48" W a distance of 25.62 feet;
118. N 38° 52' 14" W a distance of 35.74 feet;
119. N 46° 02' 34" W a distance of 24.23 feet;
120. N 47° 57' 34" W a distance of 34.89 feet;
121. N 47° 25' 27" W a distance of 31.87 feet;
122. N 43° 51' 36" W a distance of 32.77 feet;
123. N 39° 40' 26" W a distance of 30.55 feet;
124. N 41° 30' 58" W a distance of 32.25 feet;
125. N 41° 29' 04" W a distance of 32.24 feet;
126. N 41° 52' 51" W a distance of 35.49 feet;
127. N 42° 17' 50" W a distance of 25.12 feet;
128. N 44° 56' 55" W a distance of 25.56 feet;
129. N 47° 16' 09" W a distance of 32.68 feet;
130. N 44° 25' 34" W a distance of 32.24 feet;
131. N 45° 18' 29" W a distance of 32.15 feet;
132. N 45° 05' 49" W a distance of 33.03 feet;

133. N 45° 20' 14" W a distance of 34.45 feet;
134. N 46° 33' 23" W a distance of 33.75 feet;
135. N 47° 24' 34" W a distance of 33.36 feet;
136. N 46° 05' 49" W a distance of 32.17 feet;
137. N 46° 14' 32" W a distance of 33.26 feet;
138. N 47° 33' 12" W a distance of 33.92 feet;
139. N 52° 10' 05" W a distance of 32.26 feet;
140. N 56° 45' 33" W a distance of 30.70 feet;
141. N 62° 36' 41" W a distance of 29.38 feet;
142. N 66° 27' 41" W a distance of 30.28 feet;
143. N 64° 57' 54" W a distance of 31.64 feet;
144. N 66° 59' 32" W a distance of 31.51 feet;
145. N 64° 12' 09" W a distance of 31.24 feet;
146. N 60° 47' 03" W a distance of 33.06 feet;
147. N 58° 55' 55" W a distance of 32.37 feet;
148. N 58° 32' 09" W a distance of 30.86 feet;
149. N 57° 47' 48" W a distance of 29.66 feet;
150. N 57° 52' 07" W a distance of 29.67 feet;
151. N 57° 16' 49" W a distance of 30.31 feet;
152. N 58° 36' 20" W a distance of 28.84 feet;
153. N 58° 48' 15" W a distance of 27.42 feet;
154. N 57° 04' 54" W a distance of 27.06 feet;
155. N 54° 32' 13" W a distance of 33.27 feet;
156. N 54° 36' 48" W a distance of 27.44 feet;
157. N 53° 32' 16" W a distance of 27.45 feet;
158. N 51° 16' 35" W a distance of 28.72 feet;
159. N 51° 09' 16" W a distance of 29.69 feet;
160. N 52° 05' 43" W a distance of 32.27 feet;

161. N 50° 32' 17" W a distance of 30.76 feet;
162. N 48° 45' 27" W a distance of 32.27 feet;
163. N 48° 19' 15" W a distance of 30.25 feet;
164. N 44° 59' 11" W a distance of 33.97 feet;
165. N 38° 27' 56" W a distance of 36.03 feet;
166. N 34° 37' 33" W a distance of 34.03 feet;
167. N 32° 21' 41" W a distance of 29.64 feet;
168. N 30° 53' 34" W a distance of 34.55 feet;
169. N 29° 02' 31" W a distance of 38.14 feet;
170. N 28° 29' 34" W a distance of 25.20 feet;
171. N 28° 12' 54" W a distance of 26.03 feet;
172. N 28° 15' 54" W a distance of 26.41 feet;
173. N 28° 33' 24" W a distance of 34.93 feet;
174. N 29° 21' 33" W a distance of 35.27 feet;
175. N 31° 20' 23" W a distance of 34.15 feet;
176. N 37° 01' 46" W a distance of 30.56 feet;
177. N 47° 36' 27" W a distance of 27.50 feet;
178. N 55° 33' 38" W a distance of 30.91 feet;
179. N 61° 36' 30" W a distance of 25.13 feet;
180. N 63° 34' 32" W a distance of 26.32 feet;
181. N 64° 31' 22" W a distance of 25.12 feet;
182. N 67° 22' 05" W a distance of 26.00 feet;
183. N 69° 56' 57" W a distance of 31.66 feet;
184. N 71° 44' 22" W a distance of 26.36 feet;
185. N 73° 18' 40" W a distance of 30.03 feet;
186. N 77° 37' 44" W a distance of 25.62 feet;
187. N 82° 16' 38" W a distance of 26.04 feet;
188. N 88° 32' 40" W a distance of 28.15 feet;

189. S 89° 07' 00" W a distance of 25.28 feet;
190. S 87° 57' 44" W a distance of 28.75 feet;
191. S 89° 11' 41" W a distance of 28.08 feet;
192. S 89° 11' 13" W a distance of 25.02 feet;
193. N 89° 16' 33" W a distance of 25.73 feet;
194. N 89° 47' 40" W a distance of 29.71 feet;
195. S 89° 45' 47" W a distance of 26.33 feet;
196. S 87° 30' 36" W a distance of 24.87 feet;
197. S 85° 59' 16" W a distance of 28.91 feet;
198. S 82° 42' 42" W a distance of 25.77 feet;
199. S 81° 04' 54" W a distance of 30.14 feet;
200. S 79° 51' 30" W a distance of 29.85 feet;
201. S 79° 21' 17" W a distance of 32.22 feet;
202. S 77° 56' 07" W a distance of 54.21 feet;
203. S 75° 45' 56" W a distance of 33.26 feet;
204. S 75° 55' 53" W a distance of 33.03 feet;
205. S 76° 19' 36" W a distance of 34.26 feet;
206. S 76° 11' 24" W a distance of 34.55 feet;
207. S 77° 18' 33" W a distance of 35.14 feet;
208. S 77° 38' 35" W a distance of 34.96 feet;
209. S 78° 11' 27" W a distance of 5.81 feet;
210. S 79° 17' 59" W a distance of 28.84 feet;
211. S 76° 41' 51" W a distance of 24.88 feet;
212. S 78° 32' 38" W a distance of 27.26 feet;
213. S 78° 51' 11" W a distance of 28.33 feet;
214. S 77° 13' 39" W a distance of 28.92 feet;
215. S 75° 42' 50" W a distance of 28.46 feet;
216. S 74° 45' 31" W a distance of 27.02 feet;

- 217. S 71° 51' 48" W a distance of 26.69 feet;
- 218. S 68° 41' 24" W a distance of 27.19 feet;
- 219. S 72° 28' 10" W a distance of 26.92 feet;
- 220. S 72° 23' 23" W a distance of 26.00 feet;
- 221. S 70° 17' 29" W a distance of 27.18 feet;
- 222. S 68° 11' 21" W a distance of 28.17 feet;
- 223. S 68° 11' 55" W a distance of 28.31 feet;
- 224. S 68° 02' 26" W a distance of 28.95 feet;
- 225. S 69° 29' 32" W a distance of 29.75 feet;
- 226. S 71° 02' 53" W a distance of 29.23 feet;
- 227. S 73° 10' 29" W a distance of 27.76 feet;
- 228. S 74° 45' 56" W a distance of 27.07 feet;
- 229. S 76° 30' 21" W a distance of 27.01 feet;
- 230. S 77° 53' 04" W a distance of 25.96 feet;
- 231. S 80° 36' 50" W a distance of 37.64 feet;
- 232. S 81° 54' 30" W a distance of 26.00 feet;
- 233. S 83° 11' 19" W a distance of 25.74 feet;
- 234. S 82° 00' 47" W a distance of 25.30 feet;
- 235. S 80° 13' 10" W a distance of 25.35 feet;
- 236. S 80° 28' 29" W a distance of 25.95 feet;
- 237. S 79° 54' 14" W a distance of 25.97 feet;
- 238. S 78° 39' 54" W a distance of 37.31 feet;
- 239. S 78° 10' 02" W a distance of 25.19 feet;
- 240. S 77° 08' 36" W a distance of 25.31 feet;
- 241. S 76° 54' 40" W a distance of 25.95 feet;
- 242. S 78° 58' 54" W a distance of 27.66 feet;
- 243. S 82° 03' 23" W a distance of 28.99 feet;
- 244. S 84° 07' 35" W a distance of 29.37 feet;

245. S 84° 48' 46" W a distance of 29.34 feet;
 246. S 85° 29' 19" W a distance of 28.10 feet;
 247. S 87° 31' 19" W a distance of 26.80 feet;
 248. S 88° 16' 44" W a distance of 37.12 feet;
 249. N 89° 43' 04" W a distance of 35.66 feet;
 250. N 88° 22' 02" W a distance of 37.23 feet;
 251. N 88° 22' 11" W a distance of 25.20 feet;
 252. N 88° 24' 09" W a distance of 34.65 feet;
 253. N 88° 23' 53" W a distance of 29.41 feet;
 254. N 87° 13' 04" W a distance of 30.21 feet;
 255. N 86° 21' 19" W a distance of 31.47 feet;
 256. N 85° 28' 26" W a distance of 32.34 feet;
 257. N 84° 42' 28" W a distance of 33.73 feet;
 258. N 85° 15' 25" W a distance of 35.41 feet;
 259. N 84° 44' 44" W a distance of 11.88 feet to the point of intersection with the east line of said NE ¼ of said Section 13;
 thence N 00° 14' 12" E along said east line of said NE ¼ of said Section 13 a distance of 22.08 feet to the Point of Beginning containing 8.03 acres more or less.

Lake Gulch Whiskey Resort Annexation No.4

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 77° 17' 58" E a distance of 5,336.50 feet to a point on the easterly edge of Lake Gulch Road, being the Point of Beginning.

Thence S 88° 20' 50" E along the City of Black Hawk Boundary a distance of 663.62 feet to the S 1/16th corner of Sections 17 and 18;

thence S 00° 00' 33" W along the east line of the SE ¼ of said Section 18 a distance of 1312.03 feet to the SE corner of said Section 18;

thence N 89° 44' 17" W along the south line of the SE ¼ of said Section 18 a distance of 387.79 feet to a point on the easterly edge of Lake Gulch Road, County Road 6;

thence along said easterly edge of said Lake Gulch Road the following 32 courses:

1. N 58° 27' 45" W a distance of 15.49 feet;
2. N 53° 53' 44" W a distance of 30.11 feet;
3. N 49° 36' 04" W a distance of 29.00 feet;
4. N 45° 38' 04" W a distance of 24.91 feet;
5. N 43° 37' 26" W a distance of 41.87 feet;
6. N 45° 53' 24" W a distance of 48.20 feet;
7. N 48° 44' 08" W a distance of 91.48 feet;
8. N 51° 45' 51" W a distance of 57.67 feet;
9. N 56° 17' 05" W a distance of 38.86 feet;
10. N 55° 46' 17" W a distance of 29.95 feet;
11. N 61° 28' 38" W a distance of 33.37 feet;
12. N 61° 39' 09" W a distance of 33.01 feet;
13. N 60° 16' 48" W a distance of 30.28 feet;
14. N 63° 19' 05" W a distance of 29.27 feet;
15. N 59° 18' 04" W a distance of 25.17 feet;
16. N 58° 03' 45" W a distance of 30.82 feet;
17. N 54° 46' 58" W a distance of 26.38 feet;
18. N 54° 37' 49" W a distance of 25.73 feet;
19. N 52° 04' 36" W a distance of 27.04 feet;
20. N 44° 08' 01" W a distance of 29.13 feet;
21. N 32° 05' 32" W a distance of 27.59 feet;
22. N 33° 47' 37" W a distance of 7.58 feet;
23. N 11° 08' 36" E a distance of 19.58 feet;
24. N 10° 04' 56" E a distance of 25.34 feet;

25. N 11° 03' 12" E a distance of 31.62 feet;
 26. N 11° 50' 43" E a distance of 31.40 feet;
 27. N 09° 29' 42" E a distance of 30.12 feet;
 28. N 10° 22' 47" E a distance of 30.16 feet;
 29. N 13° 18' 52" E a distance of 15.92 feet;
 30. N 11° 45' 46" E a distance of 29.86 feet;
 31. N 14° 06' 12" E a distance of 47.10 feet;
 32. N 13° 41' 03" E a distance of 24.47 feet to the point of intersection with line 2-3 of the Rickard Lode, US Mineral Survey No. 16283;
- thence N 67° 02' 38" E along said line 2-3 of said Rickard Lode a distance of 945.51 feet to corner No. 3 of said Rickard Lode;
- thence N 23° 02' 09" W along line 3-4 of said Rickard Lode a distance of 150.08 feet to corner No. 4 of said Rickard Lode;
- thence S 67° 01' 09" W along line 4-1 of said Rickard Lode a distance of 153.49 feet to the point of intersection with line 3-4 of the Olivia Lode, US Mineral Survey No. 13916;
- thence S 29° 39' 14" E along said line 3-4 a distance of 131.02 feet to corner No. 4 of said Olivia Lode;
- thence S 60° 16' 49" W along line 4-1 of said Olivia Lode a distance of 150.24 feet to corner No. 1 of said Olivia Lode;
- thence N 29° 41' 13" W along line 1-2 of said Olivia Lode a distance of 148.78 to the point of intersection with said line 4-1 of said Rickard Lode;
- thence S 67° 01' 09" W along said line 4-1 of said Rickard Lode a distance of 497.85 feet to the point of intersection with the easterly line of said Lake Gulch Road;
- thence along said easterly edge of said Lake Gulch Road the following 14 courses:
1. N 31° 34' 31" E a distance of 20.73 feet;
 2. N 37° 13' 45" E a distance of 32.47 feet;
 3. N 41° 40' 02" E a distance of 34.91 feet;
 4. N 43° 22' 45" E a distance of 38.41 feet;
 5. N 40° 01' 56" E a distance of 30.05 feet;
 6. N 34° 24' 43" E a distance of 30.28 feet;
 7. N 28° 41' 22" E a distance of 45.06 feet;

8. N 24° 29' 21" E a distance of 29.34 feet;
9. N 16° 17' 42" E a distance of 37.16 feet;
10. N 06° 12' 17" E a distance of 38.26 feet;
11. N 02° 47' 46" E a distance of 28.30 feet;
12. N 00° 03' 20" W a distance of 32.16 feet;
13. N 01° 13' 29" E a distance of 32.44 feet;
14. N 00° 41' 58" E a distance of 31.57 feet to the Point of Beginning, containing 20.72 acres more or less.

Lake Gulch Whiskey Resort Annexation No.5

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 37° 49' 49" E a distance of 1,154.79 feet to the intersection of line 3-4 of the Annex Lode, US Mineral Survey No. 7799 with the easterly and northerly edge of Lake Gulch Road, County Road 6 being the Point of Beginning.

Thence N 61° 53' 31" E along said line 3-4 of said Annex Lode a distance of 1064.95 feet to the point of intersection with the east-west centerline of the NW ¼ of said Section 18 and the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said east-west centerline of said NW ¼ and City of Black Hawk Patented Boundary a distance of 227.43 feet to the point of intersection with line 1-4 of the St. Anthony Lode, US Mineral Survey No. 19174;

thence S 39° 30' 42" W along said line 1-4 of said St. Anthony Lode a distance of 328.85 feet to the point of intersection with said easterly and northerly edge of Lake Gulch Road;

thence along said easterly and northerly edge of Lake Gulch Road the following 8 courses:

1. S 79° 21' 17" W a distance of 10.12 feet;
2. S 77° 56' 07" W a distance of 54.90 feet;
3. S 75° 45' 56" W a distance of 33.64 feet;
4. S 75° 55' 53" W a distance of 32.92 feet;

5. S 76° 19' 36" W a distance of 34.21 feet;
6. S 76° 11' 24" W a distance of 34.36 feet;
7. S 77° 18' 33" W a distance of 34.86 feet;
8. S 77° 38' 35" W a distance of 27.75 feet to the point of intersection with line 1-2 of the Elizabeth Lode, US Mineral Survey No. 15894;

thence N 39° 23' 46" E along said line 1-2 of said Elizabeth Lode a distance of 249.88 feet to the point of intersection with line 3-2 of the Black Diamond Lode, US Mineral Survey No. 17634;

thence S 63° 58' 12" W along said line 3-2 of said Black Diamond Lode a distance of 827.46 feet to the point of intersection with said easterly and northerly edge of said Lake Gulch Road;

thence along said easterly and northerly edge of said Lake Gulch Road the following 5 courses:

1. S 80° 36' 50" W a distance of 18.54 feet;
2. S 81° 54' 30" W a distance of 25.51 feet;
3. S 83° 11' 19" W a distance of 25.72 feet;
4. S 82° 00' 47" W a distance of 25.87 feet;
5. S 80° 13' 10" W a distance of 22.34 feet to the Point of Beginning containing 2.58 acres more or less.

Lake Gulch Whiskey Resort Annexation No.6

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 20° 56' 43" E a distance of 997.85 feet to the point of intersection of line 3-4 of the Dale Lode, US Mineral Survey No. 13338 with line 2-1 of the Notaway Extension Lode, US Mineral Survey No. 9722 being the Point of Beginning.

thence N 24° 10' 55" E along said line 2-1 of said Notaway Extension Lode a distance of 105.93 feet to the point of intersection with line 1-5 of the Gulch Lode, US Mineral Survey No. 12784;

thence N 36° 25' 58" E along said line 1-5 of said Gulch Lode a distance of 382.53 feet to corner No. 5 of said Gulch Lode;

thence N 52° 39' 02" W along line 5-4 of said Gulch Lode a distance of 83.36 feet to the point of intersection with said Line 2-1 of said Notaway Extension Lode;

thence N 24° 10' 55" E along said Line 2-1 of said Notaway Extension Lode a distance of 36.99 feet to the point of intersection with the east-west centerline of the NW ¼ of said Section 18 and the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said east-west centerline and City of Black Hawk Patented Boundary a distance of 756.52 feet to the point of intersection with line 1-2 of the Annex Lode, US Mineral Survey No. 7799;

thence S 61° 53' 31" W along said line 1-2 of said Annex Lode a distance of 776.77 feet to the point of intersection with line 7-6 of said Dale Lode, US Mineral Survey No. 13338;

thence N 39° 23' 00" E along said line 7-6 of said Dale Lode a distance of 409.81 feet to corner No. 6 of said Dale Lode;

thence N 50° 28' 19" W along line 6-5 of said Dale Lode a distance of 74.00 feet to corner No. 5 of said Dale Lode;

thence N 89° 24' 17" W along line 5-4 of said Dale Lode a distance of 97.24 feet to corner No. 4 of said Dale Lode;

thence S 39° 23' 43" W along line 4-3 of said Dale Lode a distance of 624.77 feet to the Point of Beginning containing 2.35 acres more or less.

Lake Gulch Whiskey Resort Annexation No.7

A parcel of land located in Sections 17 and 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 77° 17' 58" E a distance of 5,336.50 feet to a point on the easterly edge of Lake Gulch Road;

thence S 88° 20' 50" E along the City of Black Hawk Boundary a distance of 663.62 feet to the S 1/16th corner of Sections 17 and 18 being the Point of Beginning.

Thence N 27° 33' 11" W along the City of Black Hawk Boundary a distance of 938.48 feet to corner No. 4 of the Little Mattie Lode, US Mineral Survey No. 970;

thence N 44° 29' 09" E along line 4-3 of said Little Mattie Lode a distance of 1500.03 feet to corner No. 3 of said Little Mattie Lode;

thence N 42° 07' 27" E along the City of Black Hawk Boundary a distance of 980.96 feet to the north-south centerline of the NW ¼ of said Section 17;

thence S 01° 03' 00" E along said north-south centerline of said NW ¼ of said Section 17 a distance of 1273.98 feet to the W 1/16th corner on the east-west centerline of said NW ¼ of Section 17;

thence S 00° 21' 55" E along said north-south centerline of said NW ¼ of said Section 17 a distance of 111.85 feet to the point of intersection with line 1-2 of the Mascot Lode, US Mineral Survey No. 845;

thence S 55° 22' 15" W along said line 1-2 of said Mascot Lode a distance of 100.62 feet to corner No. 2 of said Mascot Lode;

thence S 34° 54' 36" E along line 2-3 of said Mascot Lode a distance of 146.65 feet to the point of intersection with the north-south centerline of the SW ¼ of said Section 17;

thence S 00° 21' 55" E along said north-south centerline of said SW ¼ of said Section 17 a distance of 1034.62 feet to the SW 1/16th corner of said Section 17;

thence S 88° 35' 30" W along the east-west centerline of the SW ¼ of said Section 17 a distance of 1307.15 feet to the S 1/16th corner of Sections 17 and 18, the Point of Beginning containing 63.62 acres more or less.

EXHIBIT C

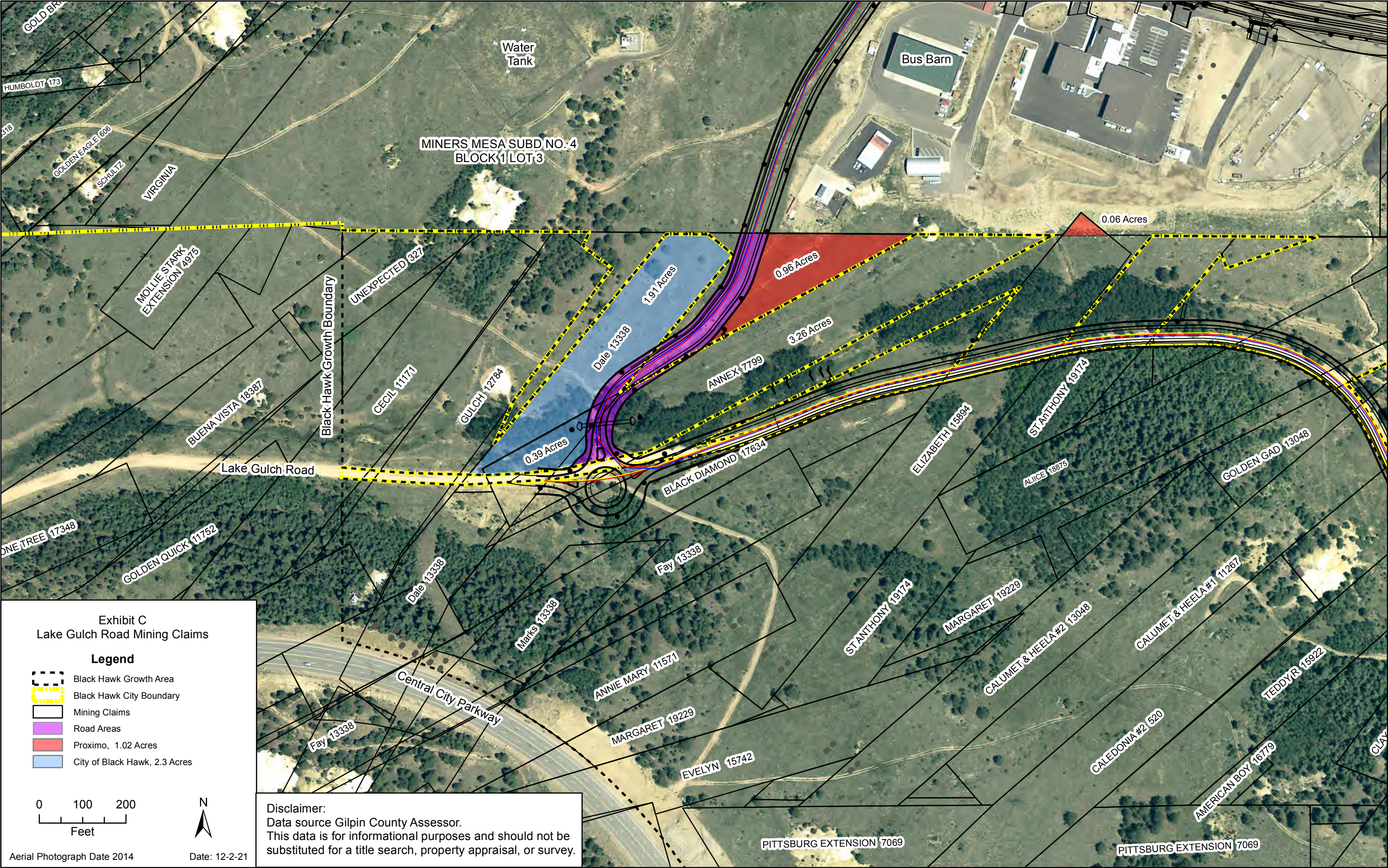


Exhibit C
Lake Gulch Road Mining Claims

- Legend**
- Black Hawk Growth Area
 - Black Hawk City Boundary
 - Mining Claims
 - Road Areas
 - Proximo, 1.02 Acres
 - City of Black Hawk, 2.3 Acres

0 100 200
Feet



Aerial Photograph Date 2014

Date: 12-2-21

Disclaimer:
Data source Gilpin County Assessor.
This data is for informational purposes and should not be
substituted for a title search, property appraisal, or survey.

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

Resolution No. 89-2021

**TITLE: A RESOLUTION MAKING CERTAIN FINDINGS OF FACT
REGARDING THE PROPOSED ANNEXATION OF A
PARCEL OF LAND TO THE CITY OF BLACK HAWK,
COLORADO, KNOWN AS THE LAKE GULCH WHISKEY
RESORT ANNEXATION**

WHEREAS, a Petition in Annexation was filed with the City Clerk on September 21, 2021, requesting the annexation of certain unincorporated territory located in the County of Gilpin, State of Colorado, otherwise known as the Lake Gulch Whiskey Resort Annexation No. 16, and described in the attached **Exhibit A**;

WHEREAS, said Petition in Annexation was forwarded by the City Clerk to the City Council;

WHEREAS, the City Council of the City of Black Hawk, Colorado, by resolution passed on October 13, 2021, found substantial compliance of said Petition with C.R.S. § 31-12-107(1);

WHEREAS, the City Council of the City of Black Hawk, Colorado, conducted a public hearing on December 8, 2021, as required by law to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 to establish eligibility for annexation of that property described in Exhibit A;

WHEREAS, public notice of such public hearing was published once a week for four (4) consecutive weeks and notice by registered mail was given to the Clerk of the Board of County Commissioners, the County Attorney, the school district and to any special district having territory in the area to be annexed as required by law;

WHEREAS, the public hearing on said annexation Petitions was conducted in accordance with the requirements of the law; and

WHEREAS, pursuant to C.R.S. § 31-12-110, the City Council, sitting as the governing body of the City of Black Hawk, Colorado, is required to set forth its findings of fact and its conclusion as to the eligibility for annexation to the City of Black Hawk of the property described in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. With regard to the annexation of the territory described in **Exhibit A**, attached hereto and incorporated herein, the applicable provisions of C.R.S. § 31-12-104 have been met in that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the City; and therefore, because of such contiguity, a community of interest exists between the territory proposed to be annexed and the City; the territory proposed to be annexed is urban or will be urbanized in the near future, and the territory proposed to be annexed is integrated or is capable of being integrated with the City.

Section 2. The applicable provisions of C.R.S. § 32-12-105 have been met in that no land held in identical ownership has been divided or included without written consent of the owner thereof; that no annexation proceedings have been commenced by another municipality; that the annexation will not result in the detachment of area from a school district; that the annexation will not result in the extension of a municipal boundary more than three (3) miles; that the City has in place a plan for said three-mile area; and that in establishing the boundaries of the area to be annexed the entire width of any street or alley is included within the area annexed.

Section 3. An annexation election is not required under C.R.S. § 31-12-107(2) and that no additional terms or conditions are to be imposed upon the area to be annexed other than as contained in the Annexation Agreement, a copy of which is attached hereto and incorporated herein as **Exhibit B**.

Section 4. The Annexation Agreement between the City of Black Hawk and Proximo Distillers, LLC, is hereby approved and the Mayor and City Clerk are authorized and directed to execute the same.

Section 5. The property described in the attached Exhibit A is eligible for annexation to the City of Black Hawk and all requirements of law have been met for such annexation, including the requirements of C.R.S. §§ 31-12-104 and 31-12-105, as amended.

Section 6. An ordinance annexing to the City of Black Hawk that property described in the attached Exhibit A shall be considered by this City Council pursuant to C.R.S. § 31-12-111.

Section 7. Effective Date. This Resolution shall take effect upon adoption by the City Council. However, by operation of C.R.S. § 31-12-113(2), the annexation will not become effective until the City Clerk completes the filings required by statute.

RESOLVED AND PASSED this 8th day of December, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

EXHIBIT A

Lake Gulch Whiskey Resort Annexation No. 16

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $74^{\circ}53'25''$ E a distance of 4,804.55 feet to corner No. 14 of the Gold Tunnel No. 21 Lode, US Mineral Survey No. 4589, being the Point of Beginning.

Thence N $46^{\circ}21'54''$ W along line 14-15 of said Gold Tunnel No. 21 Lode a distance of 150.01 feet to corner No. 15 of said Gold Tunnel No. 21 Lode;

thence N $43^{\circ}56'51''$ E along line 15-16 of said Gold Tunnel No. 21 Lode a distance of 81.81 feet to the south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 18, being also the City of Black Hawk Patented Boundary;

thence N $89^{\circ}32'31''$ E along said south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 18 and the City of Black Hawk Patented Boundary a distance of 209.92 feet to the point of intersection with line 13-14 of said Gold Tunnel No. 21 Lode;

thence S $43^{\circ}56'09''$ W along said line 13-14 of said Gold Tunnel No. 21 Lode a distance of 227.88 feet to the Point of Beginning, containing 0.53 Acres, more or less.

Exhibit B
Annexation Agreement

**COMBINED ANNEXATION AGREEMENT REGARDING THE SO-CALLED
"BULGE" PROPERTY AND FIRST AMENDMENT TO PREVIOUS ANNEXATION
AGREEMENT BETWEEN THE CITY AND PROXIMO DISTILLERS, LLC**

THIS COMBINED ANNEXATION AGREEMENT REGARDING THE SO-CALLED "BULGE" PROPERTY AND FIRST AMENDMENT TO PREVIOUS ANNEXATION AGREEMENT (collectively this "Agreement") is made and entered into as of the ____ day of _____, 2021 by and between PROXIMO DISTILLERS, LLC (hereinafter referred to as the "Property Owner"), and the CITY OF BLACK HAWK, a home rule municipal corporation of the State of Colorado (hereinafter referred to as the "City" and, collectively with the Property Owner, as the "Parties").

A. The Property Owner is the owner of certain real property (the "Property") situated in the County of Gilpin, State of Colorado, which Property is described in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. The Property Owner desires to have the Property annexed to the City.

C. In addition, the Parties have previously entered into that Annexation Agreement dated March 17, 2020 and recorded in the public records of Gilpin County on April 14, 2020 as Reception Number 165905 (the "Previous Annexation Agreement") regarding the property more particularly described in **Exhibit B**, attached hereto, and incorporated herein by this reference, by which the City annexed other property owned by the Property Owner, and the Parties desire to amend the provisions of the Previous Annexation Agreement only as more particularly described in Section 4.c. of this Agreement. All other provisions of this Agreement solely relate to the annexation of the Property.

D. The City wishes to annex the Property in a series of annexations, and zone the Property into the City, and shall consider the annexation petitions and zoning application for the Property upon the condition that this Agreement is approved by the City and is executed by the City and the Property Owner.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the City and the Property Owner hereby agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.

2. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by the Property Owner upon annexation and initial development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the City of Black Hawk Zoning Ordinance and Subdivision Regulations, as amended, any and all state statutes, and the City of Black Hawk Home Rule Charter and the ordinances of the City.

3. Definitions. As used in this Agreement, the following terms shall have the meanings indicated:

a. *Annexation Ordinance(s)*. An ordinance or ordinances of the City annexing the Property, or any portion thereof, to the City.

b. *Effective Date of Annexation*. As set forth in Section 5 hereof.

c. *Legal Challenge*. For purposes of this Agreement, either of the following will constitute a Legal Challenge: (i) any third party commences any legal proceeding, request for reconsideration pursuant to C.R.S. § 31-12-116, or other action that directly or indirectly challenges (A) this Agreement or (B) the annexation and/or initial zoning of the Property; or (ii) any third party submits a petition for a referendum or other challenge seeking to reverse or nullify any such ordinances or actions.

d. *Zoning Ordinance*. An ordinance or ordinances zoning the Property, or any portion thereof.

4. Zoning and Development.

a. Zoning. The Property Owner is entering into this Agreement and is undertaking the obligations imposed upon the Property Owner herein in reliance upon the City's adoption of certain ordinances annexing the Property into the City and the taking of the following additional actions more particularly described in Section 4.b. regarding the permitted development of the Property.

b. Permitted Development. All development of the Property shall be conducted in accordance with this Agreement, City ordinances and regulations, and applicable state and federal law and regulations. The Property Owner specifically agrees that the design, improvement, construction, development, and use of the Property shall be in conformance with, and that the Property Owner shall comply with, all City ordinances and resolutions, including, without limitation, ordinances and resolutions pertaining to annexation, subdivision, zoning, storm drainage, utilities, and flood control. The City shall allow and permit the development of the Property upon submission of proper application and payment of fees imposed by City ordinances and regulations. In the case of conflict between City ordinances and regulations and the terms of this Agreement, this Agreement shall control. Specifically, the Parties agree that all development of the Property shall be conducted in accordance with the Lake Gulch Whiskey Resort Planned Unit Development Amendment 1 (the "PUD Amendment 1"), approved by the City by ordinance concurrently with the approval of the annexation of the Property and this Agreement.

c. Application to Previous Annexation Agreement. The City and Property Owner specifically agree that the PUD Amendment 1 is and shall be the zoning applicable to the Previous Annexation Agreement, and the PUD Amendment 1 is and shall be deemed an amendment to the Previous Annexation Agreement.

5. Effective Date of Annexation. The annexation of the Property to the City shall become effective upon the filing of the Annexation Ordinance(s) and map(s) with the Clerk & Recorder of Gilpin County, Colorado, pursuant to C.R.S. § 31-12-113(2). The City shall make such filing upon the last to occur of the following, and not otherwise:

- a. Final approval of the Annexation Ordinance(s);
 - b. Final approval of the Zoning Ordinance; and
 - c. Expiration of the time for a Legal Challenge to the Annexation Ordinance(s) or the Zoning Ordinance.
6. City Fees.
- a. Administrative Fee. The Property Owner hereby agrees to pay the City the actual cost plus fifteen percent (15%) to defray the administrative and review expenses of the City, and for planning, engineering, surveying, and legal services rendered in connection with the review of the annexation of the Property, which costs shall be the City's reasonable and documented actual costs, not including any costs incurred before January 3, 2020, and which will be invoiced to the Property Owner on a monthly basis by the City Manager. In addition, the Property Owner shall reimburse the City for the actual cost of making corrections or additions to the official City Map, with a fee for recording such map, if necessary, and accompanying documents with the Clerk & Recorder of Gilpin County, Colorado.
 - b. Impact Fees/Cash in Lieu of Land Dedication. The City as an inducement to the annexation of the Property hereby waives the imposition of the City's Parking Impact Fee otherwise required by Article VI of Chapter 4 of the Black Hawk Municipal Code, and further waives the imposition of the Fire and Police Protection Impact Fee otherwise required by Article VII of Chapter 4 of the Black Hawk Municipal Code.
 - c. Enforcement; Amendment. The City may withhold any plat approval or withhold the issuance of any permits for construction or occupancy for failure to pay City fees as provided herein. All fees recited in this Agreement shall be subject to amendment by the City Council by ordinance so long as any amendment is City-wide and generally applicable. Any amendment to such fees shall be incorporated into this Agreement as if originally set forth herein.
7. Summary Exhibit Depicting Land Exchange. The Parties agree that **Exhibit C**, attached hereto and incorporated herein by this reference, depicts the land exchange more particularly described in Section 8.
8. Land Exchange. The City and the Property Owner completed a property exchange whereby the City granted to the Property Owner a portion of the Dale Lode and a portion of the Annex Lode, and the Property Owner granted to the City a portion of Government Lot 122 and a portion of the Elizabeth Lode. This property exchange is in lieu of and satisfies any open space dedication requirement which the City could otherwise have made a condition of annexation or subdivision of the Property.
9. Dedication of Property for Miners Road and Lake Gulch Road. In addition to the obligations set forth in the Previous Annexation Agreement, Property Owner agrees to dedicate to the City all road right-of-way in fee simple, plus necessary permanent easements, and, if necessary,

temporary construction easements to accomplish the construction of both the Miners Road Extension Nos. 1 and 2 and Lake Gulch Road to serve the project as contemplated by the approved PUD Amendment 1. Such road right-of-way and necessary permanent easements shall be conveyed by separate document upon request of the City, and Property Owner further agrees to provide the temporary construction easements on Property Owner's property if necessary to allow the construction of Miners Road and Lake Gulch Road. Such temporary easements may be necessary, for example, if the City is the entity causing construction of the roads across the Property Owner's property.

10. Utilities.

a. Water Service. Upon annexation, the City shall provide municipal domestic water service to the Property in accordance with the uses authorized by the City's approval of the PUD Amendment 1 and the water service needs of such uses at full build-out of such PUD.

b. Sewer Service. The Property Owner shall be required to apply to the Black Hawk-Central City Sanitation District (the "Sanitation District") for inclusion into the Sanitation District's service area and corresponding service by the Sanitation District in accordance with the Rules, Regulations, and Resolutions in effect for the entire Sanitation District at the time of subdivision application.

c. Water Tap and System Development Fees. Based on the proposed uses for the Property in accordance with the PUD Amendment 1, the Property Owner shall require an appropriately sized water tap and the construction of water infrastructure to serve the Property consistent with the provisions of Section 10.c. of the Previous Annexation Agreement, which provisions are incorporated herein by reference.

d. Undergrounding of Utilities. The Property Owner shall be obligated to construct underground all utilities constructed pursuant to this Agreement and necessary to serve the Property.

e. Easements. The Property Owner agrees to dedicate to the City by plat all utility easements within the Property and elsewhere as necessary to provide for the location of water distribution, collection, and transmission lines and related facilities.

11. Other Terms and Condition of Annexation.

a. Exclusion from Timberline Fire Protection District. The Parties acknowledge that the Property Owner has commenced proceedings to exclude the Property, as well as the "Property" as defined in the Previous Annexation Agreement, from the boundaries of the Timberline Fire Protection District ("TFPD"), and TFPD has scheduled a hearing to consider such exclusion.

b. ESTIP Rebate. The City will rebate to the Property Owner twenty-five percent (25%) of taxes collected on the Property under the Enhanced Sales Tax Incentive Program for the purpose of assisting the Property Owner in operation of shuttle service to bring

guests to and from the Property to shuttle stops located in the City, should the Property Owner elect to operate such service at any time.

c. Use Tax Rebates. The provisions of section 11(b) of the Previous Annexation Agreement shall be read to include the Property in addition to the "Property" as defined in the Previous Annexation Agreement.

d. Participation Agreements. The provisions of section 11(e) of the Previous Annexation Agreement are incorporated herein by reference.

e. Further Cooperation. The provisions of section 11(g) of the Previous Annexation Agreement are incorporated herein by reference.

12. Vested Rights.

a. Waiver. The Property Owner waives any prior vested property rights acquired in Gilpin County so long as the Property remains annexed into the City.

b. Vested Rights Created. Consistent with the purpose of this Agreement, the Parties hereby agree that the Annexation and Zoning Ordinances shall constitute a "site specific development plan" as defined in C.R.S. §24-68-102(4); that certain rights shall be vested property rights as provided in this Agreement; and that the Property Owner and its designated successors and assigns shall have a vested property right to undertake and complete development and use of the Property as provided in this Agreement. The rights and obligations under this Agreement shall vest in the Property Owner and its designated successors and assigns as benefits and burdens to the land and shall run with title to the land.

c. Rights That are Vested. Only the rights that are identified herein shall constitute vested property rights under this Agreement. These rights are as follows:

- i. The right to be protected against the City initiating any zoning action to reduce the zoning entitlements granted upon annexation of the Property as more particularly described in Section 4;
- ii. The right to develop the Property and engage in land uses in the manner and to the extent set forth on the terms and conditions set forth herein;
- iii. The right to continue and complete development of the Property with conditions, standards, dedications, and requirements that are no more onerous than those then being imposed by the City on other developers within the City's municipal boundaries on a reasonably uniform and consistent basis, except to the extent such conditions, standards, dedications, and requirements conflict with the terms and conditions of this Agreement, in which event this Agreement shall control;
- iv. The right to be protected against the City approving a special or metropolitan taxing district that includes within its boundaries all or any portion of the Property, without the written consent of the Property Owner first being obtained in each instance,

except that this provision shall not apply if the boundaries of the taxing district include the entire municipal boundaries of the City and if the creation of such a taxing district is approved by the entire electorate of the City; and

- v. The City will support the Property Owner's establishment of a metropolitan district, implementation of a public improvement fee, and/or application for any state or federal incentive programs, including, but not limited to, private activity bonds.

- d. Term of Vested Rights. The rights identified in this Section shall continue and have a duration until three (3) years after the date hereof and shall be applicable not just to the Property but also to the "Property" as defined in the Previous Annexation Agreement. Extension of this period of vesting may be granted by the City in its sole discretion, upon request of the Property Owner or its designated successors and assigns.

- e. Compliance with General Regulations. The establishment of the rights vested under this Agreement shall not preclude the application of City regulations of general applicability including, but not limited to, building, fire, plumbing, engineering, electrical, and mechanical codes, or the application of regional, state, or federal regulations, as all of the foregoing exist on the date of this Agreement or may be enacted or amended after the date hereof, except as otherwise provided herein. The Property Owner does not waive its rights to oppose adoption of any such regulations and shall expressly not be obligated to annex into or otherwise submit to the authority of any local improvement districts.

13. Remedies.

- a. The Property Owner's remedies against the City for the City's breach of this Agreement include: (i) breach of contract claims; and (ii) specific performance of the non-legislative obligations of the City as set forth herein.

- b. The City's remedies against the Property Owner for the Property Owner's breach of this Agreement include:

- i. The refusal to issue any building permit or certificate of occupancy;
- ii. A demand that the security given for the completion of the public improvements be paid or honored; and
- iii. Any other remedy available at law, with the exception of specific performance to compel the Property Owner to develop, construct, maintain, or operate all or any portion of the Lake Gulch Whiskey Resort, or damages for the Property Owner's failure to do so, to the extent that the Property Owner determines in its sole discretion that such development, construction, maintenance, or operation is not commercially practicable.

- c. Rights to Cure. Should any Party fail to comply with the terms of this Agreement, the other Party or Parties shall give written notice of breach or default and a period of thirty (30) days after receipt of said notice in which to cure any such breach or default; provided,

however, if the breach or default is not reasonably susceptible of cure within such thirty (30) day period, there shall be given an additional period of time as may be reasonably necessary to complete the cure provided that the breaching or defaulting Party commences to cure the breach or default within such thirty (30) day period and thereafter diligently pursue the same to completion. Should the breaching or defaulting Party fail to cure any such breach or default, the other Party or Parties shall have the right to pursue all equitable remedies.

14. Authority of the City. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the City's legislative, governmental, or police powers to promote and protect the health, safety, and general welfare of the City or its inhabitants; nor shall this Agreement prohibit the enactment by the City of any tax or fee that is of uniform or general application, all in conformance with Colorado Revised Statutes.

15. Force Majeure – Development Restrictions or Delays. In the event of the unavailability of water and sewer taps necessary for the development and use of the Property as contemplated herein, or in the event of the imposition of any moratorium or other ordinance or action by the City or any other governmental or quasi-governmental authority that materially prevents or delays development or use of the Property, the Property Owner's obligations hereunder to pay fees or to construct or convey to the City improvements shall be suspended for a period of time equal to the time period in which such described events either delay or prevent development or use of the Property. The term "material" as used herein means the inability of the Property Owner to obtain plat approval, building permits, or certificates of occupancy.

16. Construction of Public Streets. As specified and limited by Section 9 of this Agreement and the Previous Annexation Agreement, the Property Owner agrees to design, construct, pave, improve, and provide signage, lighting (or conduit to support future construction of lighting to be decided at the time of approval of the subdivision and/or site development plan of the Property), and signalization for all public streets and other public ways within or adjacent to the Property in accordance with City ordinances and resolutions and other applicable standards except as modified pursuant to the approval of the PUD Amendment 1, subject to any reimbursement which may be provided for in such ordinances, resolutions, and standards, and to make such other improvements as required by City ordinances and resolutions, to guarantee construction of all required improvements. If requested by the City, the Property Owner agrees to enter into an agreement reasonably satisfactory to the Property Owner pertaining to such improvements and other matters prior to any development of the Property.

17. Severability. The Parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.

18. Municipal Services. The City agrees to make available to the Property all of the usual municipal services in accordance with the ordinances and policies of the City. The Property

Owner acknowledges that City services do not include, as of the date of the execution of this Agreement, sanitary sewer services, which are provided by the Sanitation District.

19. Amendments. This Agreement may be amended by the City and the Property Owner. Such amendments shall be in writing, shall be recorded with the Clerk & Recorder of Gilpin County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the Property subject to the amendment unless otherwise specified in the amendment. Except as otherwise provided herein, this Agreement shall not be amended unless approved in writing by all Parties.

20. Entire Agreement. This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties.

21. Indemnification. The Property Owner agrees to indemnify and hold harmless the City and the City's officers, employees, agents, and contractors from and against all liability, claims, and demands, including attorneys' fees and court costs, that arise out of action by the City in order to enforce this Agreement, with the exception of enforcement of this Agreement against the Property Owner if the Property Owner substantially prevails. The Property Owner further agrees to investigate, handle, respond to, provide defense for and defend against or, at the City's option, to pay the reasonable and documented attorneys' fees for defense counsel of the City's choice for, any such liability, claims, or demands.

22. Assignment. As used in this Agreement, the term "Property Owner" shall include any of the heirs, transferees, successors or assigns of the Property Owner, and all such parties shall have the right to enforce this Agreement, and shall be subject to the terms of this Agreement, as if they were the original parties thereto.

23. Effect of City Ordinances and Resolutions. As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any City ordinance, resolution, or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, or policy, and the Parties agree that such amendments or revisions shall be binding upon the Property Owner.

24. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, transferees, successors, and assigns of each Party, and shall constitute covenants running with the land. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction. In the event this Agreement is terminated as permitted herein, and the Property is not annexed, the City agrees to execute a sufficient release for recording.

25. Legislative Discretion. The Property Owner acknowledges that the annexation and zoning of the Property are subject to the legislative discretion of the City Council of the City of Black Hawk. No assurances of annexation or zoning have been made or relied upon by the Property Owner. In the event that, in the exercise of its legislative discretion, any action with respect to the Property herein contemplated is not taken, then the sole and exclusive remedy for the breach hereof accompanied by the exercise of such discretion, shall be the withdrawal of the

petition for annexation by the Property Owner, or disconnection from the City in accordance with state law, as may be appropriate.

26. Business Discretion. Notwithstanding anything to the contrary set forth in this Agreement, neither this Agreement nor any other documents provided by any Party in connection with the annexation or zoning of the Property shall be deemed to create any obligation of the Property Owner to commence or continue the development, construction, maintenance, or operation of the Property or to conduct any other activities on the Property, and the Property Owner shall be entitled to terminate such activities in its sole discretion at any time.

27. Recordation of Agreement. This Agreement shall be recorded with the Clerk & Recorder of Gilpin County, Colorado, at the Property Owner's expense, shall run with the land, and shall be binding upon and shall inure to the benefit of the heirs, successors, and permitted assigns of the Parties.

28. Effective Date. This Agreement shall be effective and binding upon the Parties immediately upon execution by all of the Parties.

29. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should any Party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Gilpin County, Colorado.

30. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective on the earlier of actual receipt or seventy-two (72) hours after deposit in the United States Mail with the proper address as set forth below. Any Party by notice so given may change the address to which future notices shall be sent.

To the City: Stephen N. Cole, City Manager
P. O. Box 68
Black Hawk, CO 80422

With copy to: Corey Y. Hoffmann, Esq.
Hoffmann, Parker, Wilson & Carberry, P.C.
511 16th Street, Suite 610
Denver, CO 80202

To the Property Owner: Proximo Distillers, LLC
Attn: Dean Mades, General Counsel
3 Second Street, Suite 1101
Jersey City, NJ 07302

With copy to: Frasca, Joiner, Goodman & Greenstein, P.C.
Attn: Harmon Zuckerman, Esq.
4750 Table Mesa Drive

Boulder, CO 80305

31. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement have set their hands and seals the day and year first written above.

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

PROXIMO DISTILLERS, LLC

By: Michael J. Keyes

STATE OF New York)
COUNTY OF NASSAU) ss.

The above and foregoing signature of Michael J. Keyes was subscribed and sworn to before me this 7th day of December, 2021.

Witness my hand and official seal.

My commission expires: 1/14/2023

MARIA FRISONE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01FR4976399
Qualified in NASSAU COUNTY
Commission Expires 01/14/23

Maria Frisone
Notary Public

EXHIBIT A

Legal Description of the Property

Lake Gulch Whiskey Resort Annexation No. 8

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 68° 57' 51" E a distance of 5,143.78 feet to a point of intersection of the easterly right-of-way of the Central City Parkway with line 2-3 of the Rickard Lode, US Mineral Survey No. 16283, being the Point of Beginning.

thence along said line 2-3 of the said Rickard Lode N 67° 02' 38" E a distance of 151.48 feet to the point of intersection with the westerly edge of Lake Gulch Road, County Road 6;

Thence along said westerly edge of Lake Gulch Road the following 29 courses:

1. S 13° 41' 03" W a distance of 8.03 feet;
2. S 14° 06' 12" W a distance of 47.47 feet;
3. S 11° 45' 46" W a distance of 30.01 feet;
4. S 13° 18' 52" W a distance of 16.19 feet;
5. S 10° 22' 47" W a distance of 30.89 feet;
6. S 09° 29' 42" W a distance of 29.84 feet;
7. S 11° 50' 43" W a distance of 31.10 feet;
8. S 11° 03' 12" W a distance of 31.96 feet;
9. S 10° 04' 56" W a distance of 25.32 feet;
10. S 11° 08' 36" W a distance of 28.47 feet;
11. S 32° 41' 53" E a distance of 45.93 feet;
12. S 44° 08' 01" E a distance of 32.98 feet;
13. S 52° 04' 36" E a distance of 29.05 feet;
14. S 54° 42' 27" E a distance of 53.29 feet;
15. S 58° 03' 45" E a distance of 31.69 feet;

16. S 59° 18' 04" E a distance of 26.18 feet;
17. S 63° 19' 05" E a distance of 29.46 feet;
18. S 60° 16' 48" E a distance of 29.96 feet;
19. S 61° 39' 09" E a distance of 33.24 feet;
20. S 61° 28' 38" E a distance of 32.24 feet;
21. S 55° 46' 17" E a distance of 28.96 feet;
22. S 56° 17' 05" E a distance of 38.09 feet;
23. S 51° 45' 51" E a distance of 56.22 feet;
24. S 48° 44' 08" E a distance of 90.36 feet;
25. S 45° 53' 24" E a distance of 47.21 feet;
26. S 43° 37' 26" E a distance of 41.82 feet;
27. S 45° 38' 04" E a distance of 26.06 feet;
28. S 49° 36' 04" E a distance of 30.59 feet;
29. S 53° 53' 44" E a distance of 14.21 feet to the point of intersection with the south line of the southeast 1/4 of Section 18;

thence N 89° 44' 17" W along said southeast 1/4 of Section 18 a distance of 269.81 feet to the easterly right-of-way of Central City Parkway;

Thence along said easterly right-of-way of the Central City Parkway the following 4 (four) courses:

1. along a non-tangent curve concave to the southwest having a central angle of 23° 07' 24", a radius of 760.00 feet, an arc distance of 306.72 feet and a chord bearing N 36° 26' 18" W a chord distance of 304.64 feet;
2. N 48° 00' 00" W a distance of 77.39 feet;
3. along a curve concave to the northwest, having a central angle of 48° 00' 00", a radius of 400.00 feet, an arc distance of 335.10 feet;
4. thence N 00° 00' 00" E a distance of 60.75 feet to the Point of Beginning, containing 2.17 acres more or less.

Lake Gulch Whiskey Resort Annexation No. 9

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S $70^{\circ}40'20''$ E a distance of 5,087.72 feet to a point of intersection of the easterly Right-of-Way line of the Central City Parkway with line 4-1 of the Rickard Lode, US Mineral Survey No. 16283, being the Point of Beginning.

Thence along said Easterly Right-of-Way line the following 2 courses:

1. N $00^{\circ}00'00''$ E, a distance of 96.07 feet to a point of curvature;
2. 24.98 feet along the arc of a curve to the left, with a radius of 760.00 feet, a central angle of $01^{\circ}53'01''$, and whose chord bears N $00^{\circ}56'30''$ W, a chord distance of 24.98 feet to the point of intersection with line 4-3 of the Pine Tree Lode, Mineral Survey No. 5080;

Thence N $45^{\circ}54'58''$ E along said line 4-3 of said Pine Tree Lode, a distance of 92.12 feet to corner no. 3 of the said Pine Tree Lode;

Thence N $44^{\circ}01'46''$ W along line 3-2 of the said Pine Tree Lode, a distance of 125.48 feet to a point of non-tangent curvature being a point on said Easterly Right-of-Way line of the Central City Parkway;

Thence along said Easterly Right-of-Way line the following 3 courses:

1. 583.79 feet along the arc of a curve to the left, with a radius of 760.00 feet, a central angle of $44^{\circ}00'41''$, an arc distance of 583.79 feet and whose chord bears N $35^{\circ}39'01''$ W, a chord distance of 569.54 feet;
2. N $57^{\circ}39'21''$ W a distance of 123.98 feet to the point of intersection with line 1-4 of the Washingtons Day Lode, Mineral Survey No. 11885;
3. N $39^{\circ}23'17''$ E, along said line 1-4 of said Washingtons Day Lode a distance of 48.50 feet to a point on the Southerly edge of Lake Gulch Road, County Road 6;

Thence along the said Southerly and Westerly edges of Lake Gulch Road the following 49 courses:

1. S $66^{\circ}41'03''$ E, a distance of 4.28 feet;
2. S $66^{\circ}40'06''$ E, a distance of 26.08 feet;
3. S $61^{\circ}34'17''$ E, a distance of 31.12 feet;
4. S $57^{\circ}56'49''$ E, a distance of 28.94 feet;
5. S $54^{\circ}58'57''$ E, a distance of 28.22 feet;
6. S $58^{\circ}52'53''$ E, a distance of 26.50 feet;
7. S $62^{\circ}37'03''$ E, a distance of 31.29 feet;

8. S 68° 24' 20" E, a distance of 28.25 feet;
9. S 67° 48' 40" E, a distance of 31.66 feet;
10. S 69° 00' 03" E, a distance of 30.35 feet;
11. S 69° 23' 51" E, a distance of 31.56 feet;
12. S 69° 16' 06" E, a distance of 30.63 feet;
13. S 69° 40' 34" E, a distance of 29.91 feet;
14. S 70° 53' 21" E, a distance of 28.78 feet;
15. S 73° 08' 35" E, a distance of 29.67 feet;
16. S 76° 41' 49" E, a distance of 30.74 feet;
17. S 81° 25' 50" E, a distance of 30.35 feet;
18. S 85° 47' 52" E, a distance of 29.04 feet;
19. S 85° 57' 08" E, a distance of 28.87 feet;
20. S 85° 10' 50" E, a distance of 29.07 feet;
21. S 84° 02' 37" E, a distance of 25.38 feet;
22. S 82° 55' 20" E, a distance of 27.67 feet;
23. S 83° 57' 02" E, a distance of 33.15 feet;
24. S 85° 25' 50" E, a distance of 33.93 feet;
25. S 87° 06' 51" E, a distance of 31.81 feet;
26. N 89° 52' 43" E, a distance of 27.21 feet;
27. S 85° 37' 54" E, a distance of 28.02 feet;
28. S 75° 08' 14" E, a distance of 29.40 feet;
29. S 53° 47' 50" E, a distance of 22.16 feet;
30. S 38° 37' 56" E, a distance of 27.41 feet;
31. S 18° 09' 05" E, a distance of 27.17 feet;
32. S 07° 44' 55" E, a distance of 29.96 feet;
33. S 04° 13' 02" E, a distance of 30.37 feet;
34. S 00° 41' 58" W, a distance of 17.64 feet;
35. S 00° 41' 58" W, a distance of 12.88 feet;

36. S 01° 13' 29" W, a distance of 32.59 feet;
37. S 00° 03' 20" E, a distance of 31.86 feet;
38. S 02° 47' 46" W, a distance of 27.09 feet;
39. S 06° 12' 17" W, a distance of 35.66 feet;
40. S 16° 17' 42" W, a distance of 33.64 feet;
41. S 24° 29' 21" W, a distance of 26.96 feet;
42. S 28° 41' 22" W, a distance of 43.15 feet;
43. S 34° 24' 43" W, a distance of 28.10 feet;
44. S 40° 01' 56" W, a distance of 28.32 feet;
45. S 43° 22' 45" W, a distance of 38.09 feet;
46. S 41° 40' 02" W, a distance of 36.10 feet;
47. S 37° 13' 45" W, a distance of 34.41 feet;
48. S 31° 34' 31" W, a distance of 34.81 feet;
49. S 26° 02' 44" W, a distance of 15.85 feet to the point of intersection with said line 4-1 of the Rickard Lode;

Thence S 67° 01' 09" W along said line 4-1 of said Rickard Lode, a distance of 222.82 feet to the Point of Beginning, containing 5.96 acres more or less.

Lake Gulch Whiskey Resort Annexation No. 10

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 62° 11' 51" E a distance of 1,552.51 feet to the point of intersection of the easterly right-of-way of the Central City Parkway with line 4-3 of the Success Lode, US Mineral Survey No. 5280, being the Point of Beginning.

Thence N 85° 47' 47" E along said line 4-3 of said Success Lode a distance of 219.43 feet to the point of intersection with line 3-4 of the Meeker Lode, US Mineral Survey No. 769;

thence N 72° 25' 55" E along said line 3-4 of said Meeker Lode a distance of 198.36 feet to corner No. 4 of said Meeker Lode;

thence S 08° 09' 30" E along line 4-5 of said Meeker Lode a distance of 45.96 feet to the point of intersection with said line 4-3 of said Success Lode;

thence N 85° 47' 47" E along said line 4-3 of said Success Lode a distance of 422.83 feet to corner No. 3 of said Success lode;

thence N 62° 22' 36" E a distance of 991.81 feet to corner No. 4 of the Tariff Lode, US Mineral Survey No. 966;

thence N 47° 01' 18" E along line 4-3 of said Tariff Lode a distance of 409.50 feet to the southwesterly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of said Lake Gulch Road the following 48 courses:

1. S 44° 25' 34" E a distance of 6.91 feet;
2. S 47° 16' 09" E a distance of 32.68 feet;
3. S 44° 56' 55" E a distance of 25.56 feet;
4. S 42° 17' 50" E a distance of 25.12 feet;
5. S 41° 52' 51" E a distance of 35.49 feet;
6. S 41° 29' 04" E a distance of 32.24 feet;
7. S 41° 30' 58" E a distance of 32.25 feet;
8. S 39° 40' 26" E a distance of 30.55 feet;
9. S 43° 51' 36" E a distance of 32.77 feet;
10. S 47° 25' 27" E a distance of 31.87 feet;
11. S 47° 57' 34" E a distance of 34.89 feet;
12. S 46° 02' 34" E a distance of 24.23 feet;
13. S 38° 52' 14" E a distance of 35.74 feet;
14. S 33° 48' 48" E a distance of 25.62 feet;
15. S 29° 24' 22" E a distance of 26.77 feet;
16. S 30° 56' 40" E a distance of 26.10 feet;
17. S 37° 52' 45" E a distance of 34.89 feet;
18. S 49° 29' 24" E a distance of 30.84 feet;
19. S 59° 21' 59" E a distance of 28.78 feet;

20. S 61° 44' 13" E a distance of 33.99 feet;
21. S 61° 25' 24" E a distance of 33.19 feet;
22. S 59° 58' 24" E a distance of 27.27 feet;
23. S 51° 35' 16" E a distance of 23.97 feet;
24. S 49° 06' 25" E a distance of 25.35 feet;
25. S 45° 20' 47" E a distance of 26.75 feet;
26. S 43° 58' 04" E a distance of 27.46 feet;
27. S 42° 43' 23" E a distance of 29.05 feet;
28. S 37° 44' 53" E a distance of 27.18 feet;
29. S 34° 08' 31" E a distance of 30.52 feet;
30. S 38° 01' 46" E a distance of 27.43 feet;
31. S 42° 12' 45" E a distance of 28.59 feet;
32. S 43° 31' 15" E a distance of 28.69 feet;
33. S 45° 09' 35" E a distance of 28.28 feet;
34. S 47° 37' 34" E a distance of 28.86 feet;
35. S 48° 21' 34" E a distance of 29.28 feet;
36. S 49° 32' 52" E a distance of 31.07 feet;
37. S 51° 12' 12" E a distance of 31.14 feet;
38. S 52° 37' 45" E a distance of 28.67 feet;
39. S 53° 43' 00" E a distance of 34.13 feet;
40. S 53° 50' 43" E a distance of 24.95 feet;
41. S 50° 23' 24" E a distance of 25.21 feet;
42. S 48° 28' 12" E a distance of 25.02 feet;
43. S 48° 28' 12" E a distance of 2.56 feet;
44. S 48° 55' 48" E a distance of 30.51 feet;
45. S 51° 44' 53" E a distance of 29.94 feet;
46. S 56° 10' 53" E a distance of 33.17 feet;
47. S 62° 17' 04" E a distance of 33.06 feet;

48. S 66° 41' 03" E a distance of 22.40 feet to the point of intersection with line 4-1 of the Washingtons Day Lode, US Mineral Survey No. 11885;

thence S 39° 23' 17" W along said line 4-1 of said Washingtons Day Lode a distance of 48.50 feet to the point of intersection with the northerly right-of-way line of the Central City Parkway;

thence N 57° 39' 21" W along said northerly right-of-way line a distance of 507.58 feet to the beginning of a curve concave to the south having a central angle of 07° 27' 51", having a radius of 760.00 feet, an arc distance of 99.01 feet to the point of intersection with line 3-2 of the Justice Lode US Mineral Survey No. 394;

thence N 41° 55' 05" E along said line 3-2 of said Justice Lode a distance of 81.00 feet to corner No. 2 of said Justice Lode;

thence N 47° 50' 35" W along line 2-1 of said Justice Lode a distance of 100.27 feet to corner No. 1 of said Justice Lode;

thence S 41° 56' 29" W along line 1-4 of said Justice Lode a distance of 120.12 feet to the point of intersection with the said northerly right-of-way line of said Central City Parkway;

thence along said northerly right-of-way line along a non-tangent curve being concave to the south having a central angle of 33° 40' 01", a radius of 760.00 feet, an arc distance of 446.57 feet, a chord bearing of S 89° 58' 01" W and a chord distance of 439.34 feet;

thence S 73° 06' 01" W continuing along said northerly right-of-way a distance of 1305.67 feet to the beginning of a curve being concave to the north having a central angle of 63° 50' 42", having a radius of 650.00 feet, to the point of intersection with said line 4-3 of the Success Lode, US Mineral Survey No. 5280, the Point of Beginning, containing 17.24 acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 11

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 72° 51' 36" E a distance of 2,275.62 feet to corner No. 1 of the Caledonia Lode, US Mineral Survey No. 519, being the Point of Beginning.

Thence N 49° 29' 47" E along line 1-2 of said Caledonia Lode a distance of 318.07 feet to the point of intersection with the southwesterly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of Lake Gulch Road the following 10 courses:

1. S 28° 29' 34" E a distance of 21.80 feet;
2. S 29° 02' 31" E a distance of 38.14 feet;
3. S 30° 53' 34" E a distance of 34.55 feet;
4. S 32° 21' 41" E a distance of 29.64 feet;
5. S 34° 37' 33" E a distance of 34.03 feet;
6. S 38° 27' 56" E a distance of 36.03 feet;
7. S 44° 59' 11" E a distance of 33.97 feet;
8. S 48° 19' 15" E a distance of 30.25 feet;
9. S 48° 45' 27" E a distance of 32.27 feet;
10. S 50° 32' 17" E a distance of 30.35 feet to the point of intersection with line 1-2 of the Clay County Lode, US Mineral Survey No. 329B;

thence S 50° 08' 44" W along said line 1-2 of said Clay County Lode a distance of 159.20 feet to corner No. 2 of said Clay County Lode;

thence S 58° 08' 12" E along line 2-3 of said Clay County Lode a distance of 188.25 feet to the point of intersection with line 2-1 of the Clay County Lode, US Mineral Survey No. 329A;

thence S 37° 28' 00" W along said line 2-1 of said Clay County Lode a distance of 623.18 feet to corner No. 1 of said Clay County Lode, US Mineral Survey No. 329A;

thence S 52° 39' 32" E along line 1-4 of said Clay County Lode a distance of 151.05 feet to corner No. 4 of said Clay County Lode;

thence N 37° 26' 41" E along line 4-3 of said Clay County Lode a distance of 389.56 feet to corner No. 4 of the East Clay County Lode, US Mineral Survey No. 18776;

thence N 89° 56' 08" E along line 4-3 of said East Clay County Lode and its extension thereof a distance of 190.48 feet to the point of intersection with line 6-5 of the Blow Out Lode, US Mineral Survey No. 18776;

thence S 36° 04' 17" W along said line 6-5 of said Blow Out Lode a distance of 20.54 feet to corner No. 5 of said Blow Out Lode;

thence S 89° 57' 28" E along line 5-4 of said Blow Out Lode a distance of 184.33 feet to corner No. 4 of said Blow Out Lode;

thence N 36° 08' 54" E along line 4-3 of said Blow Out Lode a distance of 103.56 feet to corner No. 4 of the Great Britian Lode, US Mineral Survey No. 18776;

thence S 89° 57' 40" E along line 4-5 of said Great Britian Lode a distance of 186.34 feet to corner No. 5 of said Great Britian Lode;

thence N 36° 07' 10" E along line 5-6 of said Great Britian Lode a distance of 1.36 feet to the point of intersection with said southwesterly edge of Lake Gulch Road, County Road 6;

thence S 46° 05' 49" E along said southwesterly edge of Lake Gulch Road a distance of 12.22 feet;

thence S 47° 24' 34" E along said southwesterly edge of Lake Gulch Road a distance of 33.36 feet;

thence S 46° 33' 23" E along said southwesterly edge of Lake Gulch Road a distance of 8.79 feet to the point of intersection with line 2-1 of the Tariff Lode, US Mineral Survey No. 966;

thence S 47° 00' 48" W along said line 2-1 of said Tariff Lode a distance of 403.36 feet to corner No. 1 of said Tariff Lode;

thence S 42° 58' 42" E along line 1-4 of said Tariff Lode a distance of 149.74 feet to corner No. 4 of said Tariff Lode;

thence S 62° 22' 36" W a distance of 991.81 feet to corner No. 3 of the Success Lode, US Mineral Survey No. 5280;

thence N 04° 16' 10" W along line 3-2 of said Success Lode a distance of 150.04 feet to corner No. 2 of said Success Lode;

thence S 85° 49' 05" W along line 2-1 of said Success Lode a distance of 476.25 feet;

thence N 46° 11' 59" E a distance of 716.62 feet to corner No. 3 of the Pittburg Ext. Lode, US Mineral Survey No. 7069;

thence N 00° 25' 37" W along line 3-2 of said Pittburg Ext. Lode a distance of 150.29 feet to corner No. 2 of said Pittburg Ext. Lode;

thence S 89° 18' 06" W along line 2-1 of said Pittsburg Ext. Lode a distance of 499.53 feet to the point of intersection with line 3-4 of the Calendonia No. 2 Lode, US Mineral Survey No. 520;

thence N 48° 54' 18" E along said line 3-4 of said Calendonia No. 2 Lode a distance of 705.54 feet to corner No. 4 of said Caledonia Lode, US Mineral Survey No. 519;

thence N 40° 18' 18" W along line 4-1 of said Caledonia Lode a distance of 150.08 feet to the Point of Beginning, containing 20.37 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 12

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 69° 53' 37" E a distance of 1,225.66 feet to the point of intersection of line 3-4 of the Caledonia Lode No. 2, US Mineral Survey No. 520 with the northeasterly right-of-line of the Central City Parkway, being the Point of Beginning.

Thence N 48° 54' 04" E along said line 3-4 of said Caledonia No. 2 Lode a distance of 549.87 feet to the point of intersection with line 4-3 of the Pittsburg Ext, Lode, US Mineral Survey No. 7069;

thence N 89° 18' 45" E along said line 3-4 of said Pittsburg Ext. Lode a distance of 675.26 feet to corner No. 3 of said Pittsburg Ext. Lode;

thence S 46° 11' 59" W a distance of 716.62 feet to the point of intersection with line 2-1 of the Success Lode, US Mineral Survey No. 5280;

thence S 85° 49' 05" W along said line 2-1 of said Success Lode a distance of 459.86 feet of the point of intersection with said northeasterly right-of-line of the Central City Parkway;

thence N 35° 24' 20" W along said northeasterly right-of-line of the Central City Parkway a distance of 196.28 feet to the Point of Beginning, containing 7.66 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 13

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears

N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 87° 12' 22" E a distance of 4,688.84 feet to corner No. 3 of the Washingtons Day Lode, US Mineral Survey No. 11885, being the Point of Beginning.

thence along said line 3-4 of the said Washingtons Day Lode S 45° 12' 88" E a distance of 150.58 feet to

corner No. 4 of said Washingtons Day Lode;

thence along line 4-1 of said Washingtons Day Lode S 39° 23' 17"W a distance of 633.47 feet to the point of intersection with the northeasterly edge of Lake Gulch Road, County Road 6;

Thence along said northeasterly edge of Lake Gulch Road the following 7 courses:

1. N 66° 40' 06" W a distance of 2.05 feet;
2. N 66° 41' 03" W a distance of 25.85 feet;
3. N 62° 17' 04" W a distance of 31.05 feet;
4. N 56° 10' 53" W a distance of 31.14 feet;
5. N 51° 44' 53" W a distance of 28.55 feet;
6. N 48° 55' 48" W a distance of 29.88 feet;
7. N 48° 28' 12" W a distance of 3.30 feet to the point of intersection with line 2-3 of said Washingtons Day Lode;

thence N 39° 23' 18" E along said line 2-3 of said Washingtons Day lode a distance of 664.25 feet to the Point of Beginning, containing 2.25 acres more or less.

Lake Gulch Whiskey Resort Annexation No. 14

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 30° 07' 02" E a distance of 580.34 feet to the point of intersection of line 1-2 of the Black Diamond Lode, US Mineral Survey No. 17634 with line 2-3 of the Fay Lode, US Mineral Survey No. 13338 being the Point of Beginning.

thence N 26° 04' 04" W along said line 1-2 of said Black Diamond Lode a distance of 80.46 feet to the point of intersection with line 1-7 of the Dale Lode, US Mineral Survey No. 13338;

thence N 26° 54' 00" E along said line 1-7 of said Dale Lode a distance of 4.46 feet to corner No. 7 of said Dale Lode;

thence N 39° 29' 28" E along line 7-6 of said Dale Lode a distance of 160.32 feet to line 2-3 of said Black Diamond Lode;

thence N 63° 58' 12" E along said line 2-3 of said Black Diamond Lode a distance of 446.58 feet to the point of intersection with the southerly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of Lake Gulch Road the following 34 courses:

1. N 83° 11' 19" E a distance of 23.36 feet;
2. N 81° 54' 30" E a distance of 26.00 feet;
3. N 80° 36' 50" E a distance of 37.64 feet;
4. N 77° 53' 04" E a distance of 25.96 feet;
5. N 76° 30' 21" E a distance of 27.01 feet;
6. N 74° 45' 56" E a distance of 27.07 feet;
7. N 73° 10' 29" E a distance of 27.76 feet;
8. N 71° 02' 53" E a distance of 29.23 feet;
9. N 69° 29' 32" E a distance of 29.75 feet;
10. N 68° 02' 26" E a distance of 28.95 feet;
11. N 68° 11' 55" E a distance of 28.31 feet;
12. N 68° 11' 21" E a distance of 28.17 feet;
13. N 70° 17' 29" E a distance of 27.18 feet;
14. N 72° 23' 23" E a distance of 26.00 feet;
15. N 72° 28' 10" E a distance of 26.92 feet;
16. N 68° 41' 24" E a distance of 27.19 feet;
17. N 71° 51' 48" E a distance of 26.69 feet;
18. N 74° 45' 31" E a distance of 27.02 feet;
19. N 75° 42' 50" E a distance of 28.46 feet;
20. N 77° 13' 39" E a distance of 28.92 feet;
21. N 78° 51' 11" E a distance of 28.33 feet;
22. N 78° 32' 38" E a distance of 27.26 feet;

23. N 76° 41' 51" E a distance of 24.88 feet;
24. N 79° 17' 59" E a distance of 14.47 feet;
25. N 79° 17' 59" E a distance of 14.37 feet;
26. N 78° 11' 27" E a distance of 5.81 feet;
27. N 77° 38' 35" E a distance of 7.14 feet;
28. N 77° 38' 35" E a distance of 27.82 feet;
29. N 77° 18' 33" E a distance of 35.14 feet;
30. N 76° 11' 24" E a distance of 34.55 feet;
31. N 76° 19' 36" E a distance of 34.26 feet;
32. N 75° 55' 53" E a distance of 33.03 feet;
33. N 75° 45' 56" E a distance of 33.26 feet;
34. N 77° 56' 07" E a distance of 37.18 feet to the point of intersection with line 1-4 of the St. Anthony Lode, US Mineral Survey No. 19174;

thence S 39° 30' 42" W along said line 1-4 of said St. Anthony Lode a distance of 392.10 feet to the point of intersection with line 3-4 of the Alice Lode, US Mineral Survey No. 18785;

thence N 63° 23' 00" E along said line 3-4 of said Alice Lode a distance of 371.35 feet to the point of intersection with line 3-2 of said St. Anthony Lode;

Thence N 39° 31' 27" E along said line 3-2 of said St, Anthony Lode a distance of 210.07 feet to the point of intersection with said southerly edge of Lake Gulch Road, County Road 6;

thence along said southwesterly edge of Lake Gulch Road the following 18 courses:

1. S 89° 47' 40" E a distance of 26.55 feet;
2. S 89° 16' 33" E a distance of 25.73 feet;
3. N 89° 11' 13" E a distance of 25.02 feet;
4. N 89° 11' 41" E a distance of 28.08 feet;
5. N 87° 57' 44" E a distance of 28.75 feet;
6. N 89° 07' 00" E a distance of 25.28 feet;
7. S 88° 32' 40" E a distance of 28.15 feet;
8. S 82° 16' 38" E a distance of 26.04 feet;
9. S 77° 37' 44" E a distance of 25.62 feet;
10. S 73° 18' 40" E a distance of 30.03 feet;

11. S 71° 44' 22" E a distance of 26.36 feet;
 12. S 69° 56' 57" E a distance of 31.66 feet;
 13. S 67° 22' 05" E a distance of 26.00 feet;
 14. S 64° 31' 22" E a distance of 25.12 feet;
 15. S 63° 34' 32" E a distance of 26.32 feet;
 16. S 61° 36' 30" E a distance of 25.13 feet;
 17. S 55° 33' 38" E a distance of 30.91 feet;
 18. S 47° 36' 27" E a distance of 0.69 feet to the point of intersection with line 3-2 of the Golden Gad Lode, US Mineral Survey No. 13048;
- thence S 63° 17' 40" W along said line 3-2 of said Golden Gad Lode a distance of 722.08 feet to corner No. 2 of said Golden Gad Lode;
- thence S 31° 40' 56" E along line 2-1 of said Golden Gad Lode a distance of 95.57 feet to the point of intersection with line 2-1 of the Calumet and Hecla No. 2 Lode, US Mineral Survey No. 13048;
- thence S 48° 55' 49" W along said line 2-1 of said Calumet and Hecla Lode a distance of 61.79 feet to the point of intersection with line 3-4 of the Margaret Lode, US Mineral Survey No. 19229;
- thence N 21° 01' 44" W along said line 3-4 of said Margaret Lode a distance of 114.04 feet to corner No. 4 of said Margaret Lode;
- thence S 69° 01' 22" W along line 4-1 of said Margaret Lode a distance of 186.95 feet to the point of intersection with line 3-2 of said St. Anthony Lode;
- thence N 39° 31' 27" E along said line 3-2 of said St. Anthony Lode a distance of 73.31 feet to the point of intersection with line 1-2 of said Alice Lode;
- thence S 63° 22' 25" W along said line 1-2 of said Alice Lode a distance of 53.94 feet to corner No. 2 of said Alice Lode;
- thence N 26° 45' 28" W along line 2-3 of said Alice Lode a distance of 140.24 feet to the point of intersection with said line 1-4 of said St. Anthony Lode;
- thence S 39° 30' 42" W along said line 1-4 of said St. Anthony Lode a distance of 345.75 feet to the point of intersection with said line 4-1 of said Margaret Lode;
- thence S 69° 01' 22" W along said line 4-1 of said Margaret Lode a distance of 16.29 feet to the point of intersection with line 3-4 of said Elizabeth Lode;
- thence S 39° 23' 48" W along said line 3-4 of said Elizabeth Lode a distance of 272.15 feet to corner No. 4 of said Elizabeth Lode;

thence N 50° 27' 18" W along line 4-1 of said Elizabeth Lode a distance of 148.43 feet to the point of intersection with line 4-3 of the Annie Mary Lode, US Mineral Survey No. 11571;

thence N 62° 32' 35" E along line 4-3 of said Annie Mary Lode a distance of 221.31 feet to corner No. 3 of said Annie Mary Lode;

thence N 27° 32' 41" W along line 3-2 of said Annie Mary Lode a distance of 149.99 feet to corner No. 2 of said Annie Mary Lode;

thence S 62° 32' 35" W along line 2-1 of said Annie Mary Lode a distance of 607.56 feet to the point of intersection with the northeasterly right-of-way of the Central City Parkway;

thence along a non-tangent curve concave to the southwest an arc distance of 13.72 feet, a delta angle of 00° 44' 55", having a radius of 1050.00 feet, and whose long chord bears N 62° 43' 25" W a distance of 13.72 feet to the point of intersection with line 5-4 of the Marks Lode, US Mineral Survey No. 13338;

thence N 44° 35' 21" E along said line 5-4 of said Marks Lode a distance of 80.14 feet to the point of intersection with line 1-4 of the Fay Lode, US Mineral Survey No. 13338;

thence N 60° 43' 32" E along said line 1-4 of said Fay Lode a distance of 714.47 feet to corner No. 4 of said Fay Lode;

thence N 29° 20' 48" W along line 4-3 of said Fay Lode a distance of 150.66 feet to corner No. 3 of said Fay Lode;

thence S 60° 42' 01" W along line 3-2 of said Fay Lode a distance of 442.61 feet to the point of intersection with line 4-3 of the Marks Lode, US Mineral Survey No. 13338;

thence S 86° 28' 49" W along said line 4-3 of said Marks Lode a distance of 122.51 feet to corner No. 3 of said Marks Lode;

thence S 44° 22' 49" W along line 3-2 of said Marks Lode a distance of 189.62 feet to the point of intersection with line 4-1 of said Black Diamond Lode;

thence S 60° 42' 01" W along said line 4-1 of said Black Diamond Lode a distance of 120.71 feet to the Point of Beginning, containing 11.43 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 15

The Little Mattie Lode, US Mineral Survey No. 970 in Sections 17&18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this

description; thence S 87° 15' 37" E a distance of 5,334.83 feet to corner No. 1 of said Little Mattie Lode, being the Point of Beginning.

Thence N 44° 28' 40" E along line 1-2 of said Little Mattie Lode a distance of 1499.34 feet to corner No. 2 of said Little Mattie Lode;

thence S 45° 33' 27" E along line 2-3 of said Little Mattie Lode a distance of 149.96 feet to corner No. 3 of said Little Mattie Lode;

thence S 44° 29' 09" W along line 3-4 of said Little Mattie Lode a distance of 1500.03 feet to corner No. 4 of said Little Mattie Lode;

thence N 45° 17' 32" W along line 4-1 of said Little Mattie Lode a distance of 149.75 feet to the Point of Beginning, containing 5.16 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 16

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00° 14' 12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 74° 53' 25" E a distance of 4,804.55 feet to corner No. 14 of the Gold Tunnel No. 21 Lode, US Mineral Survey No. 4589, being the Point of Beginning.

Thence N 46° 21' 54" W along line 14-15 of said Gold Tunnel No. 21 Lode a distance of 150.01 feet to corner No. 15 of said Gold Tunnel No. 21 Lode;

thence N 43° 56' 51" E along line 15-16 of said Gold Tunnel No. 21 Lode a distance of 81.81 feet to the south line of the NE 1/4 of the NE 1/4 of said Section 18, being also the City of Black Hawk Patented Boundary;

thence N 89° 32' 31" E along said south line of the NE 1/4 of the NE 1/4 of said Section 18 and the City of Black Hawk Patented Boundary a distance of 209.92 feet to the point of intersection with line 13-14 of said Gold Tunnel No. 21 Lode;

thence S 43° 56' 09" W along said line 13-14 of said Gold Tunnel No. 21 Lode a distance of 227.88 feet to the Point of Beginning, containing 0.53 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 17

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears

N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 41° 36' 06" E a distance of 1,242.54 feet to the point of intersection of line 2-3 of the Black Diamond Lode, US Mineral Survey No. 17634 with the northerly edge of Lake Gulch Road, County Road No. 6, being the Point of Beginning.

Thence N 63° 58' 12" E along said line 2-3 of said Black Diamond Lode a distance of 827.46 feet to the point of intersection with line 2-1 of the Elizabeth Lode, US Mineral Survey No. 15894;

thence S 39° 23' 46" W along said line 2-1 of said Elizabeth Lode a distance of 249.88 feet to the point intersection with the northerly edge of said Lake Gulch Road;

thence along said northerly edge of said Lake Gulch Road the following 24 courses:

1. S 77° 38' 35" W a distance of 7.04 feet;
2. S 78° 11' 27" W a distance of 5.49 feet;
3. S 79° 17' 59" W a distance of 29.12 feet;
4. S 76° 41' 51" W a distance of 25.03 feet;
5. S 78° 32' 38" W a distance of 26.85 feet;
6. S 78° 51' 11" W a distance of 28.58 feet;
7. S 77° 13' 39" W a distance of 29.52 feet;
8. S 75° 42' 50" W a distance of 28.93 feet;
9. S 74° 45' 31" W a distance of 27.76 feet;
10. S 71° 51' 48" W a distance of 27.85 feet;
11. S 68° 41' 24" W a distance of 27.08 feet;
12. S 72° 28' 10" W a distance of 26.21 feet;
13. S 72° 23' 23" W a distance of 26.42 feet;
14. S 70° 17' 29" W a distance of 27.99 feet;
15. S 68° 11' 21" W a distance of 28.57 feet;
16. S 68° 11' 55" W a distance of 28.34 feet;
17. S 68° 02' 26" W a distance of 28.70 feet;
18. S 69° 29' 32" W a distance of 29.17 feet;
19. S 71° 02' 53" W a distance of 28.52 feet;

20. S 73° 10' 29" W a distance of 27.05 feet;
21. S 74° 45' 56" W a distance of 26.43 feet;
22. S 76° 30' 21" W a distance of 26.42 feet;
23. S 77° 53' 04" W a distance of 25.17 feet;
24. S 80° 36' 50" W a distance of 18.32 feet to the Point of Beginning, containing 0.93 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 18

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 55° 10' 45" E a distance of 2,029.15 feet to the point of intersection of line 4-1 of the St. Anthony Lode, US Mineral Survey No. 19174 with the northerly edge of Lake Gulch Road, County Road No. 6, being the Point of Beginning.

Thence N 39° 30' 42" E along said line 4-1 of said St. Anthony Lode a distance of 328.85 feet to the point of intersection with the south line of the NE 1/4 of the NE 1/4 of said Section 18, being also the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said south line of the NE 1/4 of the NE 1/4 of said Section 18 a distance of 145.22 feet to the point of intersection with line 1-6 of the Susan-Mary Lode, US Mineral Survey No. 694;

thence S 19° 06' 00" E along said line 1-6 of said Susan-Mary Lode a distance of 44.24 feet to the point of intersection with line 2-3 of said St. Anthony Lode;

thence S 39° 31' 27" W along said line 2-3 of said St. Anthony Lode a distance of 246.50 feet to said northerly edge of Lake Gulch Road;

thence along said northerly edge of Lake Gulch Road the following 8 courses:

1. N 89° 47' 40" W a distance of 21.27 feet;
2. S 89° 45' 47" W a distance of 26.85 feet;
3. S 87° 30' 36" W a distance of 25.59 feet;
4. S 85° 59' 16" W a distance of 29.83 feet;
5. S 82° 42' 42" W a distance of 26.71 feet;

6. S 81° 04' 54" W a distance of 30.69 feet;
7. S 79° 51' 30" W a distance of 30.19 feet;
8. S 79° 21' 17" W a distance of 22.47 feet to the Point of Beginning, containing 1.04 Acres, more or less.

EXHIBIT B

Lake Gulch Whiskey Resort Annexation No. 1

A parcel of land located in Sections 17 & 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $69^{\circ}30'48''$ E a distance of 3,617.79 feet to the point of intersection of line 3-4 of the Clay County Lode, US Mineral Survey No. 360 with line 4-1 of the Williams Crossing Lode, US Mineral Survey No. 15824 being the Point of Beginning.

Thence S $47^{\circ}53'33''$ E along said line 4-1 of said Williams Lode a distance of 296.23 feet to the point of intersection with line 3-2 of the Blow Out Lode, US Mineral Survey No. 18776;

thence N $19^{\circ}46'26''$ E along said line 3-2 of said Blow Out Lode a distance of 361.74 feet to the point of intersection with the east-west centerline of the NE $\frac{1}{4}$ of said Section 18 and the City of Black Hawk Patented Boundary;

thence N $89^{\circ}32'31''$ E along said east-west centerline of the NE $\frac{1}{4}$ and City of Black Hawk Patented Boundary a distance of 208.47 feet to the point of intersection with line 1-2 of the Great Britian Lode, US Mineral Survey No. 18776;

thence S $29^{\circ}18'00''$ W along said line 1-2 of said Great Britian Lode a distance of 353.67 feet to corner No. 2 of said Great Britian Lode;

thence S $46^{\circ}17'00''$ W along line 2-3 of said Great Britian Lode a distance of 131.10 feet to the point of intersection with line 4-1 of said Williams Crossing Lode;

thence S $47^{\circ}53'33''$ E along said line 4-1 of said Williams Crossing Lode a distance of 149.95 feet to the point of intersection with line 6-7 of said Great Britian Lode;

thence N $46^{\circ}22'45''$ E along said line 6-7 of said Great Britian Lode a distance of 142.56 feet to corner No. 7 of said Great Britian Lode;

thence N $29^{\circ}19'49''$ E along line 7-8 of said Great Britian Lode a distance of 461.80 feet to the point of intersection with said east-west centerline of the NE $\frac{1}{4}$ of said Section 18 and the City of Black Hawk Patented Boundary;

thence N $89^{\circ}32'31''$ E along said east-west centerline of the NE $\frac{1}{4}$ and City of Black Hawk Patented Boundary a distance of 474.24 feet to the point of intersection with line 16-15 of the Gold Tunnel No. 21 Lode, US Mineral Survey No. 4589;

thence S 43° 56' 47" W along said line 16-15 of the Gold Tunnel No. 21 Lode a distance of 81.81 feet to corner No. 15 of the said Gold Tunnel No. 21 Lode;

thence S 46° 21' 54" E along line 15-14 of the said Gold Tunnel No. 21 Lode, a distance of 150.01 feet to corner no. 14 of the said Gold Tunnel No. 21 Lode;

thence N 43° 56' 15" E along line 14-13 of the said Gold Tunnel No. 21 Lode, a distance of 227.88 feet to the point of intersection with the east-west centerline of the NE ¼ of said Section 18 and the City of Black Hawk Patented Boundary;

thence N 89° 32' 31" E along said east-west centerline of the NE ¼ and City of Black Hawk Patented Boundary a distance of 1040.34 feet to the N 1/16th corner of Sections 17 and 18;

thence N 87° 26' 32" E along the east-west centerline of the NW ¼ of said Section 17 a distance of 165.11 feet to the point of intersection with line 3-2 of said East Williams Lode, US Mineral Survey No. 588;

thence S 47° 19' 59" W along said line 3-2 of the East Williams Lode a distance of 204.89 feet to corner No. 2 of said East Williams Lode;

thence S 42° 44' 49" E along line 2-1 of said East Williams Lode a distance of 152.37 feet to corner No. 1 of said East Williams Lode;

thence N 47° 20' 23" E along line 1-4 of said East Williams Lode a distance of 385.62 feet to the point of intersection with said east-west centerline of the NW ¼ of said Section 17 and the City of Black Hawk Patented Boundary;

thence N 87° 26' 32" E along said east-west centerline of the NW ¼ of said Section 17 and City of Black Hawk Patented Boundary a distance of 906.14 feet to the NW 1/16th corner of said Section 17;

thence N 01° 02' 29" W along the north-south centerline of said NW ¼ of said Section 17 and along the City of Black Hawk Patented Boundary a distance of 164.47 feet to the point of intersection with line 1-2 of the Mary Miller Lode, US Mineral Survey No. 969;

thence N 44° 28' 35" E along said line 1-2 of said Mary Miller Lode a distance of 60.92 feet to the point of intersection with said City of Black Hawk Patented Boundary;

thence N 88° 00' 45" E along said City of Black Hawk Patented Boundary a distance of 96.85 feet;

thence N 00° 18' 42" W along said City of Black Hawk Patented Boundary a distance of 91.93 feet to the point of intersection with line 6-5 of the Morgan Placer US Mineral Survey No. 226;

thence S 42° 19' 52" E along said line 6-5 of said Morgan Placer a distance of 92.75 feet to corner No. 5 of said Morgan Placer;

thence S 41° 03' 33" E along Colorado Department of Transportation deed recorded at Reception No. 141956 Gilpin County Records a distance of 12.42 feet to a CDOT 3 ¼ " aluminum cap;

thence S 49° 47' 21" E continuing along said Reception No. 141956 a distance of 43.07 feet to the point of intersection with line 3-4 of said Mary Miller Lode;

thence S 44° 27' 10" W along said line 3-4 of said Mary Miller Lode a distance of 340.78 feet to the north-south centerline of said NW ¼ of said Section 17;

thence S 42° 07' 27" W a distance of 980.96 feet to corner No. 3 of the Little Mattie Lode, US Mineral Survey No. 970;

thence N 45° 33' 27" W along line 3-2 of said Little Mattie Lode a distance of 149.96 feet to corner No. 2 of said Little Mattie Lode;

thence S 44° 28' 40" W along line 2-1 of said Little Mattie Lode a distance of 1499.34 feet to corner No. 1 of said Little Mattie Lode;

thence S 45° 17' 32" E along line 1-4 of said Little Mattie Lode a distance of 149.75 feet to corner No. 4 of said Little Mattie Lode;

thence S 27° 33' 11" E a distance of 938.48 feet to the S 1/16th corner of Sections 17 and 18;

thence N 88° 20' 50" W a distance of 663.62 feet to a point on the easterly edge of Lake Gulch Road, County Road 6;

thence along said easterly edge of said Lake Gulch Road the following 32 courses:

1. N 04° 13' 02" W a distance of 31.99 feet;
2. N 07° 44' 55" W a distance of 32.64 feet;
3. N 18° 09' 05" W a distance of 33.14 feet;
4. N 38° 37' 56" W a distance of 34.32 feet;
5. N 53° 47' 50" W a distance of 29.23 feet;
6. N 75° 08' 14" W a distance of 35.56 feet;
7. N 85° 37' 54" W a distance of 30.90 feet;
8. S 89° 52' 43" W a distance of 27.50 feet;
9. N 87° 06' 51" W a distance of 30.91 feet;
10. N 85° 25' 50" W a distance of 33.32 feet;
11. N 83° 57' 02" W a distance of 32.67 feet;
12. N 82° 55' 20" W a distance of 27.68 feet;
13. N 84° 02' 37" W a distance of 25.81 feet;
14. N 85° 10' 50" W a distance of 29.44 feet;
15. N 85° 57' 08" W a distance of 28.99 feet;

16. N 85° 47' 52" W a distance of 28.17 feet;
17. N 81° 25' 50" W a distance of 28.60 feet;
18. N 76° 41' 49" W a distance of 29.15 feet;
19. N 73° 08' 35" W a distance of 28.55 feet;
20. N 70° 53' 21" W a distance of 28.11 feet;
21. N 69° 40' 34" W a distance of 29.60 feet;
22. N 69° 16' 06" W a distance of 30.58 feet;
23. N 69° 23' 51" W a distance of 31.51 feet;
24. N 69° 00' 03" W a distance of 30.04 feet;
25. N 67° 48' 40" W a distance of 31.55 feet;
26. N 68° 24' 20" W a distance of 27.25 feet;
27. N 62° 37' 03" W a distance of 29.46 feet;
28. N 58° 52' 53" W a distance of 25.03 feet;
29. N 54° 58' 57" W a distance of 28.04 feet;
30. N 57° 56' 49" W a distance of 30.20 feet;
31. N 61° 34' 17" W a distance of 32.80 feet;
32. N 66° 40' 06" W a distance of 25.01 feet to a point on line 1-4 of Washingtons Day Lode, US Mineral Survey 11885;

thence along said line 1-4 N 39° 23' 17" E a distance of 633.47 feet to corner No. 4 of said Washingtons Day Lode;

thence along line 4-3 of said Washingtons Day Lode N 45° 12' 18" W a distance of 150.58 feet to corner No. 3 of said Washingtons Day Lode;

thence N 40° 53' 21" W a distance of 1,096.94 feet;

thence N 47° 01' 18" E a distance of 320.86 feet;

thence N 42° 58' 23" W a distance of 169.95 feet;

thence S 47° 00' 48" W a distance of 314.68 feet;

thence N 40° 53' 21" W a distance of 710.26 feet to the Point of Beginning,

EXCEPT the Denver Lode, US Mineral Survey 745, total parcel containing 100.5 acres gross, 95.35 acres net more or less.

Lake Gulch Whiskey Resort Annexation No.2

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $69^{\circ}30'48''$ E a distance of 3,617.79 feet to the point of intersection of line 3-4 of the Clay County Lode, US Mineral Survey No. 360 with line 4-1 of the Williams Crossing Lode, US Mineral Survey No. 15824 being the Point of Beginning.

Thence S $40^{\circ}53'21''$ E along the City of Black Hawk Boundary a distance of 710.26 feet;

thence N $47^{\circ}00'48''$ E a distance of 314.68 feet;

thence S $42^{\circ}58'23''$ E a distance of 169.95 feet;

thence S $47^{\circ}01'18''$ W a distance of 320.86 feet;

thence S $40^{\circ}53'21''$ E a distance of 1096.94 feet to corner No. 3 of the Washingtons Day Lode, US Mineral Survey 11885;

thence along line 3-2 of said Washingtons Day Lode S $39^{\circ}23'18''$ W a distance of 664.25 feet to a point on the easterly edge of Lake Gulch Road, County Road 6;

thence along said easterly edge the following 42 courses:

1. N $48^{\circ}28'12''$ W a distance of 24.56 feet;
2. N $50^{\circ}23'24''$ W a distance of 26.25 feet;
3. N $53^{\circ}50'43''$ W a distance of 25.59 feet;
4. N $53^{\circ}43'00''$ W a distance of 33.90 feet;
5. N $52^{\circ}37'45''$ W a distance of 28.19 feet;
6. N $51^{\circ}12'12''$ W a distance of 30.55 feet;
7. N $49^{\circ}32'52''$ W a distance of 30.52 feet;
8. N $48^{\circ}21'34''$ W a distance of 28.91 feet;
9. N $47^{\circ}37'34''$ W a distance of 28.24 feet;
10. N $45^{\circ}09'35''$ W a distance of 27.49 feet;
11. N $43^{\circ}31'15''$ W a distance of 28.13 feet;

12. N 42° 12' 45" W a distance of 27.54 feet;
13. N 38° 01' 46" W a distance of 25.88 feet;
14. N 34° 08' 31" W a distance of 30.46 feet;
15. N 37° 44' 53" W a distance of 28.83 feet;
16. N 42° 43' 23" W a distance of 30.25 feet;
17. N 43° 58' 04" W a distance of 27.96 feet;
18. N 45° 20' 47" W a distance of 27.74 feet;
19. N 49° 06' 25" W a distance of 26.55 feet;
20. N 51° 35' 16" W a distance of 26.06 feet;
21. N 59° 58' 24" W a distance of 29.16 feet;
22. N 61° 25' 24" W a distance of 33.52 feet;
23. N 61° 44' 13" W a distance of 33.59 feet;
24. N 59° 21' 59" W a distance of 26.42 feet;
25. N 49° 29' 24" W a distance of 26.70 feet;
26. N 37° 52' 45" W a distance of 31.32 feet;
27. N 30° 56' 40" W a distance of 24.48 feet;
28. N 29° 24' 22" W a distance of 27.32 feet;
29. N 33° 48' 48" W a distance of 27.44 feet;
30. N 38° 52' 14" W a distance of 38.09 feet;
31. N 46° 02' 34" W a distance of 25.97 feet;
32. N 47° 57' 34" W a distance of 35.15 feet;
33. N 47° 25' 27" W a distance of 31.08 feet;
34. N 43° 51' 36" W a distance of 31.28 feet;
35. N 39° 40' 26" W a distance of 30.10 feet;
36. N 41° 30' 58" W a distance of 32.61 feet;
37. N 41° 29' 04" W a distance of 32.31 feet;
38. N 41° 52' 51" W a distance of 35.65 feet;
39. N 42° 17' 50" W a distance of 25.71 feet;

40. N 44° 56' 55" W a distance of 26.51 feet;
41. N 47° 16' 09" W a distance of 32.58 feet;
42. N 44° 25' 34" W a distance of 5.81 feet to the point of intersection with line 4-3 of the
Tariff Lode, US Mineral Survey No. 966;
thence N 47° 01' 18" E along said line 4-3 of said Tariff Lode a distance of 1068.76 feet to
corner No. 3 of said Tariff Lode;
thence N 42° 58' 23" W along line 3-2 of said Tariff Lode a distance of 149.95 feet to corner No.
2 of said Tariff lode;
thence S 47° 00' 48" W along line 2-1 of said Tariff Lode a distance of 367.57 feet to the point of
intersection with line 2-3 of the Williams Lode, US Mineral Survey No. 15824;
thence N 47° 53' 26" W along said line 2-3 of said Williams Lode a distance of 660.81 feet to the
point of intersection with line 6-5 of the East Clay County Lode, US Mineral Survey No. 18776;
thence S 17° 31' 51" W along said line 6-5 of said East Clay County Lode a distance of 88.60
feet to the point of intersection with line 3-2 of the Clay County Lode, US Mineral Survey No.
329A;
thence N 51° 26' 36" W along said line 3-2 of said Clay County Lode a distance of 26.56 feet to
corner No. 4 of said Clay County Lode, US Mineral Survey No. 360;
thence N 52° 11' 23" W along line 4-1 of said Clay County Lode, US Mineral Survey No. 360 a
distance of 114.49 feet to corner No. 2 of said Clay County Lode, US Mineral Survey No. 329A;
thence S 37° 28' 00" W along line 2-1 of said Clay County Lode, US Mineral Survey No. 329A a
distance of 547.96 feet to the point of intersection with line 4-1 of the Clay County Lode, US
Mineral Survey No. 329B;
thence N 54° 01' 59" W along said line 4-1 of the Clay County Lode, US Mineral Survey No.
329B a distance of 109.70 feet to corner No. 1 of said Clay County Lode, US Mineral Survey
No. 329B;
thence S 50° 08' 44" W along line 1-2 of said Clay County Lode, US Mineral Survey No. 329B a
distance of 172.25 feet to the point of intersection with the easterly edge of Lake Gulch Road;
thence along said easterly edge of Lake Gulch Road the following 12 courses:
 1. N 52° 05' 43" W a distance of 4.07 feet;
 2. N 50° 32' 17" W a distance of 30.12 feet;
 3. N 48° 45' 27" W a distance of 31.84 feet;
 4. N 48° 19' 15" W a distance of 29.52 feet;
 5. N 44° 59' 11" W a distance of 32.08 feet;

6. N 38° 27' 56" W a distance of 34.04 feet;
7. N 34° 37' 33" W a distance of 32.85 feet;
8. N 32° 21' 41" W a distance of 28.92 feet;
9. N 30° 53' 34" W a distance of 33.92 feet;
10. N 29° 02' 31" W a distance of 37.67 feet;
11. N 28° 29' 34" W a distance of 25.05 feet;
12. N 28° 12' 54" W a distance of 1.33 feet to the point of intersection with line 1-2 of the Caledonia Lode, US Mineral Survey No. MS 519;

thence N 49° 29' 47" E along said line 1-2 of said Caledonia Lode a distance of 724.79 feet to the point of intersection with line 6-5 of the Golden Gad Lode, US Mineral Survey No. 13048;

thence N 31° 43' 33" W along said line 6-5 of said Golden Gad Lode a distance of 50.45 feet to the point of intersection with the east-west centerline of said NW ¼ of said Section 18 and the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said east-west centerline of the NW ¼ and along the City of Black Hawk Patented Boundary a distance of 258.49 feet to the N 1/16th corner on the north-south centerline of said Section 18;

thence N 89° 32' 31" E along the east-west centerline of the NE ¼ of said Section 18 and along the City of Black Hawk Patented Boundary a distance of 246.17 feet to the point of intersection with line 3-4 of the Clay County Lode, US Mineral Survey No. 360;

thence S 27° 50' 26" W along said line 3-4 of said Clay County Lode a distance of 157.91 feet to the point of intersection with line 4-1 of the Williams Crossing Lode, US Mineral Survey No. 15824, the Point of Beginning, containing 29.21 acres more or less.

Lake Gulch Whiskey Resort Annexation No.3

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 00°14'12" E along the east line of the NE ¼ of said Section 13 a distance of 876.53 feet to the point of intersection with the northerly and easterly edge of Lake Gulch Road, County Road 6. Thence along said northerly and easterly edge of Lake Gulch Road the following 66 courses:

1. S 84° 44' 44" E a distance of 13.72 feet;

2. S 85° 15' 25" E a distance of 35.41 feet;
3. S 84° 42' 28" E a distance of 33.69 feet;
4. S 85° 28' 26" E a distance of 32.03 feet;
5. S 86° 21' 19" E a distance of 31.14 feet;
6. S 87° 13' 04" E a distance of 29.82 feet;
7. S 88° 23' 53" E a distance of 29.18 feet;
8. S 88° 24' 09" E a distance of 34.66 feet;
9. S 88° 22' 11" E a distance of 25.20 feet;
10. S 88° 22' 02" E a distance of 36.97 feet;
11. S 89° 43' 04" E a distance of 35.02 feet;
12. N 88° 16' 44" E a distance of 36.59 feet;
13. N 87° 31' 19" E a distance of 26.26 feet;
14. N 85° 29' 19" E a distance of 27.58 feet;
15. N 84° 48' 46" E a distance of 29.08 feet;
16. N 84° 07' 35" E a distance of 28.85 feet;
17. N 82° 03' 23" E a distance of 28.00 feet;
18. N 78° 58' 54" E a distance of 26.68 feet;
19. N 76° 54' 40" E a distance of 25.60 feet;
20. N 77° 08' 36" E a distance of 25.55 feet;
21. N 78° 10' 02" E a distance of 25.48 feet;
22. N 78° 39' 54" E a distance of 37.64 feet;
23. N 79° 54' 14" E a distance of 26.32 feet;
24. N 80° 28' 29" E a distance of 26.01 feet;
25. N 80° 13' 10" E a distance of 25.64 feet;
26. N 82° 00' 47" E a distance of 25.87 feet;
27. N 83° 11' 19" E a distance of 25.72 feet;
28. N 81° 54' 30" E a distance of 25.51 feet;
29. N 80° 36' 50" E a distance of 36.86 feet;

30. N 77° 53' 04" E a distance of 25.17 feet;
31. N 76° 30' 21" E a distance of 26.42 feet;
32. N 74° 45' 56" E a distance of 26.43 feet;
33. N 73° 10' 29" E a distance of 27.05 feet;
34. N 71° 02' 53" E a distance of 28.52 feet;
35. N 69° 29' 32" E a distance of 29.17 feet;
36. N 68° 02' 26" E a distance of 28.70 feet;
37. N 68° 11' 55" E a distance of 28.34 feet;
38. N 68° 11' 21" E a distance of 28.58 feet;
39. N 70° 17' 29" E a distance of 27.99 feet;
40. N 72° 23' 23" E a distance of 26.42 feet;
41. N 72° 28' 10" E a distance of 26.21 feet;
42. N 68° 41' 24" E a distance of 27.08 feet;
43. N 71° 51' 48" E a distance of 27.85 feet;
44. N 74° 45' 31" E a distance of 27.76 feet;
45. N 75° 42' 50" E a distance of 28.93 feet;
46. N 77° 13' 39" E a distance of 29.52 feet;
47. N 78° 51' 11" E a distance of 28.58 feet;
48. N 78° 32' 38" E a distance of 26.85 feet;
49. N 76° 41' 51" E a distance of 25.03 feet;
50. N 79° 17' 59" E a distance of 29.12 feet;
51. N 78° 11' 27" E a distance of 5.49 feet;
52. N 77° 38' 35" E a distance of 34.79 feet;
53. N 77° 18' 33" E a distance of 34.86 feet;
54. N 76° 11' 24" E a distance of 34.36 feet;
55. N 76° 19' 36" E a distance of 34.21 feet;
56. N 75° 55' 53" E a distance of 32.92 feet;
57. N 75° 45' 56" E a distance of 33.64 feet;

- 58. N 77° 56' 07" E a distance of 54.90 feet;
- 59. N 79° 21' 17" E a distance of 32.59 feet;
- 60. N 79° 51' 30" E a distance of 30.19 feet;
- 61. N 81° 04' 54" E a distance of 30.69 feet;
- 62. N 82° 42' 42" E a distance of 26.71 feet;
- 63. N 85° 59' 16" E a distance of 29.83 feet;
- 64. N 87° 30' 36" E a distance of 25.59 feet;
- 65. N 89° 45' 47" E a distance of 26.85 feet;
- 66. S 89° 47' 40" E a distance of 21.27 feet to the point of intersection with line 3-2 of the St. Anthony Lode, US Mineral Survey No. 19174;

thence N 39° 31' 27" E along said line 3-2 of said St. Anthony Lode a distance of 246.50 feet to the point of intersection with line 1-6 of the Susan-Mary Lode, US Mineral Survey No. 694;

thence S 19° 06' 00" E along said line 1-6 of said Susan-Mary Lode a distance of 35.27 feet to corner No. 6 of said Susan-Mary Lode;

thence N 70° 54' 00" E along line 6-5 of said Susan-Mary Lode a distance of 224.97 feet to the point of intersection with the east-west centerline of the NW 1/4 of said Section 18, the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said east-west centerline and City of Black Hawk Patented Boundary a distance of 553.67 feet to the point of intersection with line 4-3 of the Golden Gad Lode, US Mineral Survey No. 13048;

thence S 49° 45' 10" W along said line 4-3 of said Golden Gad Lode a distance of 340.06 feet to corner No. 3 of said Golden Gad Lode;

thence S 63° 17' 40" W along line 3-2 of said Golden Gad Lode a distance of 259.61 feet to the point of intersection with the easterly edge of Lake Gulch Road;

thence along said easterly edge of Lake Gulch Road the following 178 courses:

- 79. S 47° 36' 27" E a distance of 20.45 feet;
- 80. S 37° 01' 46" E a distance of 33.69 feet;
- 81. S 31° 20' 23" E a distance of 35.62 feet;
- 82. S 29° 21' 33" E a distance of 35.80 feet;
- 83. S 28° 33' 24" E a distance of 35.14 feet;
- 84. S 28° 15' 54" E a distance of 26.48 feet;

85. S 28° 12' 54" E a distance of 25.97 feet;
86. S 28° 29' 34" E a distance of 25.05 feet;
87. S 29° 02' 31" E a distance of 37.67 feet;
88. S 30° 53' 34" E a distance of 33.92 feet;
89. S 32° 21' 41" E a distance of 28.92 feet;
90. S 34° 37' 33" E a distance of 32.85 feet;
91. S 38° 27' 56" E a distance of 34.04 feet;
92. S 44° 59' 11" E a distance of 32.08 feet;
93. S 48° 19' 15" E a distance of 29.52 feet;
94. S 48° 45' 27" E a distance of 31.84 feet;
95. S 50° 32' 17" E a distance of 30.12 feet;
96. S 52° 05' 43" E a distance of 32.15 feet;
97. S 51° 09' 16" E a distance of 29.84 feet;
98. S 51° 16' 35" E a distance of 28.26 feet;
99. S 53° 32' 16" E a distance of 26.81 feet;
100. S 54° 36' 48" E a distance of 27.25 feet;
101. S 54° 32' 13" E a distance of 32.80 feet;
102. S 57° 04' 54" E a distance of 26.24 feet;
103. S 58° 48' 15" E a distance of 27.12 feet;
104. S 58° 36' 20" E a distance of 29.13 feet;
105. S 57° 16' 49" E a distance of 30.45 feet;
106. S 57° 52' 07" E a distance of 29.57 feet;
107. S 57° 47' 48" E a distance of 29.54 feet;
108. S 58° 32' 09" E a distance of 30.64 feet;
109. S 58° 55' 55" E a distance of 31.93 feet;
110. S 60° 47' 03" E a distance of 32.05 feet;
111. S 64° 12' 09" E a distance of 30.05 feet;
112. S 66° 59' 32" E a distance of 31.36 feet;

- 113. S 64° 57' 54" E a distance of 31.74 feet;
- 114. S 66° 27' 41" E a distance of 30.74 feet;
- 115. S 62° 36' 41" E a distance of 31.24 feet;
- 116. S 56° 45' 33" E a distance of 32.71 feet;
- 117. S 52° 10' 05" E a distance of 34.02 feet;
- 118. S 47° 33' 12" E a distance of 35.06 feet;
- 119. S 46° 14' 32" E a distance of 33.54 feet;
- 120. S 46° 05' 49" E a distance of 31.95 feet;
- 121. S 47° 24' 34" E a distance of 33.28 feet;
- 122. S 46° 33' 23" E a distance of 34.15 feet;
- 123. S 45° 20' 14" E a distance of 34.73 feet;
- 124. S 45° 05' 49" E a distance of 33.04 feet;
- 125. S 45° 18' 29" E a distance of 32.28 feet;
- 126. S 44° 25' 34" E a distance of 31.87 feet;
- 127. S 47° 16' 09" E a distance of 32.58 feet;
- 128. S 44° 56' 55" E a distance of 26.51 feet;
- 129. S 42° 17' 50" E a distance of 25.71 feet;
- 130. S 41° 52' 51" E a distance of 35.65 feet;
- 131. S 41° 29' 04" E a distance of 32.31 feet;
- 132. S 41° 30' 58" E a distance of 32.61 feet;
- 133. S 39° 40' 26" E a distance of 30.10 feet;
- 134. S 43° 51' 36" E a distance of 31.28 feet;
- 135. S 47° 25' 27" E a distance of 31.08 feet;
- 136. S 47° 57' 34" E a distance of 35.15 feet;
- 137. S 46° 02' 34" E a distance of 25.97 feet;
- 138. S 38° 52' 14" E a distance of 38.09 feet;
- 139. S 33° 48' 48" E a distance of 27.44 feet;
- 140. S 29° 24' 22" E a distance of 27.32 feet;

141. S 30° 56' 40" E a distance of 24.48 feet;
142. S 37° 52' 45" E a distance of 31.32 feet;
143. S 49° 29' 24" E a distance of 26.70 feet;
144. S 59° 21' 59" E a distance of 26.42 feet;
145. S 61° 44' 13" E a distance of 33.59 feet;
146. S 61° 25' 24" E a distance of 33.52 feet;
147. S 59° 58' 24" E a distance of 29.16 feet;
148. S 51° 35' 16" E a distance of 26.06 feet;
149. S 49° 06' 25" E a distance of 26.55 feet;
150. S 45° 20' 47" E a distance of 27.74 feet;
151. S 43° 58' 04" E a distance of 27.96 feet;
152. S 42° 43' 23" E a distance of 30.25 feet;
153. S 37° 44' 53" E a distance of 28.83 feet;
154. S 34° 08' 31" E a distance of 30.46 feet;
155. S 38° 01' 46" E a distance of 25.88 feet;
156. S 42° 12' 45" E a distance of 27.54 feet;
157. S 43° 31' 15" E a distance of 28.13 feet;
158. S 45° 09' 35" E a distance of 27.49 feet;
159. S 47° 37' 34" E a distance of 28.24 feet;
160. S 48° 21' 34" E a distance of 28.91 feet;
161. S 49° 32' 52" E a distance of 30.52 feet;
162. S 51° 12' 12" E a distance of 30.55 feet;
163. S 52° 37' 45" E a distance of 28.19 feet;
164. S 53° 43' 00" E a distance of 33.90 feet;
165. S 53° 50' 43" E a distance of 25.59 feet;
166. S 50° 23' 24" E a distance of 26.25 feet;
167. S 48° 28' 12" E a distance of 27.86 feet;
168. S 48° 55' 48" E a distance of 29.88 feet;

169. S 51° 44' 53" E a distance of 28.55 feet;
170. S 56° 10' 53" E a distance of 31.14 feet;
171. S 62° 17' 04" E a distance of 31.05 feet;
172. S 66° 41' 03" E a distance of 25.85 feet;
173. S 66° 40' 06" E a distance of 27.06 feet;
174. S 61° 34' 17" E a distance of 32.80 feet;
175. S 57° 56' 49" E a distance of 30.20 feet;
176. S 54° 58' 57" E a distance of 28.04 feet;
177. S 58° 52' 53" E a distance of 25.03 feet;
178. S 62° 37' 03" E a distance of 29.46 feet;
179. S 68° 24' 20" E a distance of 27.25 feet;
180. S 67° 48' 40" E a distance of 31.55 feet;
181. S 69° 00' 03" E a distance of 30.04 feet;
182. S 69° 23' 51" E a distance of 31.51 feet;
183. S 69° 16' 06" E a distance of 30.58 feet;
184. S 69° 40' 34" E a distance of 29.60 feet;
185. S 70° 53' 21" E a distance of 28.11 feet;
186. S 73° 08' 35" E a distance of 28.55 feet;
187. S 76° 41' 49" E a distance of 29.15 feet;
188. S 81° 25' 50" E a distance of 28.60 feet;
189. S 85° 47' 52" E a distance of 28.17 feet;
190. S 85° 57' 08" E a distance of 28.99 feet;
191. S 85° 10' 50" E a distance of 29.44 feet;
192. S 84° 02' 37" E a distance of 25.81 feet;
193. S 82° 55' 20" E a distance of 27.68 feet;
194. S 83° 57' 02" E a distance of 32.67 feet;
195. S 85° 25' 50" E a distance of 33.32 feet;
196. S 87° 06' 51" E a distance of 30.91 feet;

197. N 89° 52' 43" E a distance of 27.50 feet;
198. S 85° 37' 54" E a distance of 30.90 feet;
199. S 75° 08' 14" E a distance of 35.56 feet;
200. S 53° 47' 50" E a distance of 29.23 feet;
201. S 38° 37' 56" E a distance of 34.32 feet;
202. S 18° 09' 05" E a distance of 33.14 feet;
203. S 07° 44' 55" E a distance of 32.64 feet;
204. S 04° 13' 02" E a distance of 31.99 feet;
205. S 00° 41' 58" W a distance of 31.57 feet;
206. S 01° 13' 29" W a distance of 32.44 feet;
207. S 00° 03' 20" E a distance of 32.16 feet;
208. S 02° 47' 46" W a distance of 28.30 feet;
209. S 06° 12' 17" W a distance of 38.26 feet;
210. S 16° 17' 42" W a distance of 37.16 feet;
211. S 24° 29' 21" W a distance of 29.34 feet;
212. S 28° 41' 22" W a distance of 45.06 feet;
213. S 34° 24' 43" W a distance of 30.28 feet;
214. S 40° 01' 56" W a distance of 30.05 feet;
215. S 43° 22' 45" W a distance of 38.41 feet;
216. S 41° 40' 02" W a distance of 34.91 feet;
217. S 37° 13' 45" W a distance of 32.47 feet;
218. S 31° 34' 31" W a distance of 32.66 feet;
219. S 26° 02' 44" W a distance of 35.71 feet;
220. S 24° 24' 12" W a distance of 32.11 feet;
221. S 20° 02' 45" W a distance of 28.30 feet;
222. S 19° 00' 54" W a distance of 35.03 feet;
223. S 15° 53' 59" W a distance of 32.80 feet;
224. S 13° 56' 52" W a distance of 28.35 feet;

- 225. S 13° 41' 03" W a distance of 27.80 feet;
- 226. S 14° 06' 12" W a distance of 47.10 feet;
- 227. S 11° 45' 46" W a distance of 29.86 feet;
- 228. S 13° 18' 52" W a distance of 15.92 feet;
- 229. S 10° 22' 47" W a distance of 30.16 feet;
- 230. S 09° 29' 42" W a distance of 30.12 feet;
- 231. S 11° 50' 43" W a distance of 31.40 feet;
- 232. S 11° 03' 12" W a distance of 31.62 feet;
- 233. S 10° 04' 56" W a distance of 25.34 feet;
- 234. S 11° 08' 36" W a distance of 19.58 feet;
- 235. S 33° 47' 37" E a distance of 7.58 feet;
- 236. S 32° 05' 32" E a distance of 27.59 feet;
- 237. S 44° 08' 01" E a distance of 29.13 feet;
- 238. S 52° 04' 36" E a distance of 27.04 feet;
- 239. S 54° 37' 49" E a distance of 25.73 feet;
- 240. S 54° 46' 58" E a distance of 26.38 feet;
- 241. S 58° 03' 45" E a distance of 30.82 feet;
- 242. S 59° 18' 04" E a distance of 25.17 feet;
- 243. S 63° 19' 05" E a distance of 29.27 feet;
- 244. S 60° 16' 48" E a distance of 30.28 feet;
- 245. S 61° 39' 09" E a distance of 33.01 feet;
- 246. S 61° 28' 38" E a distance of 33.37 feet;
- 247. S 55° 46' 17" E a distance of 29.95 feet;
- 248. S 56° 17' 05" E a distance of 38.86 feet;
- 249. S 51° 45' 51" E a distance of 57.67 feet;
- 250. S 48° 44' 08" E a distance of 91.48 feet;
- 251. S 45° 53' 24" E a distance of 48.20 feet;
- 252. S 43° 37' 26" E a distance of 41.87 feet;

- 253. S 45° 38' 04" E a distance of 24.91 feet;
- 254. S 49° 36' 04" E a distance of 29.00 feet;
- 255. S 53° 53' 44" E a distance of 30.11 feet;
- 256. S 58° 27' 45" E a distance of 15.49 feet to the point of intersection with the south line of the SE ¼ of said Section 18;

thence N 89° 44' 17" W along said south line of said SE ¼ of said Section 18 a distance of 39.68 feet to the point of intersection with the westerly and southerly edge of said Lake Gulch Road;

thence along said westerly and southerly edge of said Lake Gulch Road the following 259 courses:

- 1. N 53° 53' 44" W a distance of 14.21 feet;
- 2. N 49° 36' 04" W a distance of 30.59 feet;
- 3. N 45° 38' 04" W a distance of 26.06 feet;
- 4. N 43° 37' 26" W a distance of 41.82 feet;
- 5. N 45° 53' 24" W a distance of 47.21 feet;
- 6. N 48° 44' 08" W a distance of 90.36 feet;
- 7. N 51° 45' 51" W a distance of 56.22 feet;
- 8. N 56° 17' 05" W a distance of 38.09 feet;
- 9. N 55° 46' 17" W a distance of 28.96 feet;
- 10. N 61° 28' 38" W a distance of 32.24 feet;
- 11. N 61° 39' 09" W a distance of 33.24 feet;
- 12. N 60° 16' 48" W a distance of 29.96 feet;
- 13. N 63° 19' 05" W a distance of 29.46 feet;
- 14. N 59° 18' 04" W a distance of 26.18 feet;
- 15. N 58° 03' 45" W a distance of 31.69 feet;
- 16. N 54° 46' 58" W a distance of 27.04 feet;
- 17. N 54° 37' 49" W a distance of 26.25 feet;
- 18. N 52° 04' 36" W a distance of 29.05 feet;
- 19. N 44° 08' 01" W a distance of 32.98 feet;
- 20. N 32° 05' 32" W a distance of 29.58 feet;

21. N 33° 47' 37" W a distance of 16.35 feet;
22. N 11° 08' 36" E a distance of 28.47 feet;
23. N 10° 04' 56" E a distance of 25.32 feet;
24. N 11° 03' 12" E a distance of 31.96 feet;
25. N 11° 50' 43" E a distance of 31.10 feet;
26. N 09° 29' 42" E a distance of 29.84 feet;
27. N 10° 22' 47" E a distance of 30.89 feet;
28. N 13° 18' 52" E a distance of 16.19 feet;
29. N 11° 45' 46" E a distance of 30.01 feet;
30. N 14° 06' 12" E a distance of 47.47 feet;
31. N 13° 41' 03" E a distance of 27.77 feet;
32. N 13° 56' 52" E a distance of 28.78 feet;
33. N 15° 53' 59" E a distance of 33.77 feet;
34. N 19° 00' 54" E a distance of 35.82 feet;
35. N 20° 02' 45" E a distance of 29.34 feet;
36. N 24° 24' 12" E a distance of 33.26 feet;
37. N 26° 02' 44" E a distance of 37.09 feet;
38. N 31° 34' 31" E a distance of 34.81 feet;
39. N 37° 13' 45" E a distance of 34.41 feet;
40. N 41° 40' 02" E a distance of 36.10 feet;
41. N 43° 22' 45" E a distance of 38.09 feet;
42. N 40° 01' 56" E a distance of 28.32 feet;
43. N 34° 24' 43" E a distance of 28.10 feet;
44. N 28° 41' 22" E a distance of 43.15 feet;
45. N 24° 29' 21" E a distance of 26.96 feet;
46. N 16° 17' 42" E a distance of 33.64 feet;
47. N 06° 12' 17" E a distance of 35.66 feet;
48. N 02° 47' 46" E a distance of 27.09 feet;

49. N 00° 03' 20" W a distance of 31.86 feet;
50. N 01° 13' 29" E a distance of 32.59 feet;
51. N 00° 41' 58" E a distance of 30.52 feet;
52. N 04° 13' 02" W a distance of 30.37 feet;
53. N 07° 44' 55" W a distance of 29.96 feet;
54. N 18° 09' 05" W a distance of 27.17 feet;
55. N 38° 37' 56" W a distance of 27.41 feet;
56. N 53° 47' 50" W a distance of 22.16 feet;
57. N 75° 08' 14" W a distance of 29.40 feet;
58. N 85° 37' 54" W a distance of 28.02 feet;
59. S 89° 52' 43" W a distance of 27.21 feet;
60. N 87° 06' 51" W a distance of 31.81 feet;
61. N 85° 25' 50" W a distance of 33.93 feet;
62. N 83° 57' 02" W a distance of 33.15 feet;
63. N 82° 55' 20" W a distance of 27.67 feet;
64. N 84° 02' 37" W a distance of 25.38 feet;
65. N 85° 10' 50" W a distance of 29.07 feet;
66. N 85° 57' 08" W a distance of 28.87 feet;
67. N 85° 47' 52" W a distance of 29.04 feet;
68. N 81° 25' 50" W a distance of 30.35 feet;
69. N 76° 41' 49" W a distance of 30.74 feet;
70. N 73° 08' 35" W a distance of 29.67 feet;
71. N 70° 53' 21" W a distance of 28.78 feet;
72. N 69° 40' 34" W a distance of 29.91 feet;
73. N 69° 16' 06" W a distance of 30.63 feet;
74. N 69° 23' 51" W a distance of 31.56 feet;
75. N 69° 00' 03" W a distance of 30.35 feet;
76. N 67° 48' 40" W a distance of 31.66 feet;

77. N 68° 24' 20" W a distance of 28.25 feet;
78. N 62° 37' 03" W a distance of 31.29 feet;
79. N 58° 52' 53" W a distance of 26.50 feet;
80. N 54° 58' 57" W a distance of 28.22 feet;
81. N 57° 56' 49" W a distance of 28.94 feet;
82. N 61° 34' 17" W a distance of 31.12 feet;
83. N 66° 40' 06" W a distance of 26.08 feet;
84. N 66° 41' 03" W a distance of 26.69 feet;
85. N 62° 17' 04" W a distance of 33.06 feet;
86. N 56° 10' 53" W a distance of 33.17 feet;
87. N 51° 44' 53" W a distance of 29.94 feet;
88. N 48° 55' 48" W a distance of 30.51 feet;
89. N 48° 28' 12" W a distance of 27.58 feet;
90. N 50° 23' 24" W a distance of 25.21 feet;
91. N 53° 50' 43" W a distance of 24.95 feet;
92. N 53° 43' 00" W a distance of 34.13 feet;
93. N 52° 37' 45" W a distance of 28.67 feet;
94. N 51° 12' 12" W a distance of 31.14 feet;
95. N 49° 32' 52" W a distance of 31.07 feet;
96. N 48° 21' 34" W a distance of 29.28 feet;
97. N 47° 37' 34" W a distance of 28.86 feet;
98. N 45° 09' 35" W a distance of 28.28 feet;
99. N 43° 31' 15" W a distance of 28.69 feet;
100. N 42° 12' 45" W a distance of 28.59 feet;
101. N 38° 01' 46" W a distance of 27.43 feet;
102. N 34° 08' 31" W a distance of 30.52 feet;
103. N 37° 44' 53" W a distance of 27.18 feet;
104. N 42° 43' 23" W a distance of 29.05 feet;

105. N 43° 58' 04" W a distance of 27.46 feet;
106. N 45° 20' 47" W a distance of 26.75 feet;
107. N 49° 06' 25" W a distance of 25.35 feet;
108. N 51° 35' 16" W a distance of 23.97 feet;
109. N 59° 58' 24" W a distance of 27.27 feet;
110. N 61° 25' 24" W a distance of 33.19 feet;
111. N 61° 44' 13" W a distance of 33.99 feet;
112. N 59° 21' 59" W a distance of 28.78 feet;
113. N 49° 29' 24" W a distance of 30.84 feet;
114. N 37° 52' 45" W a distance of 34.89 feet;
115. N 30° 56' 40" W a distance of 26.10 feet;
116. N 29° 24' 22" W a distance of 26.77 feet;
117. N 33° 48' 48" W a distance of 25.62 feet;
118. N 38° 52' 14" W a distance of 35.74 feet;
119. N 46° 02' 34" W a distance of 24.23 feet;
120. N 47° 57' 34" W a distance of 34.89 feet;
121. N 47° 25' 27" W a distance of 31.87 feet;
122. N 43° 51' 36" W a distance of 32.77 feet;
123. N 39° 40' 26" W a distance of 30.55 feet;
124. N 41° 30' 58" W a distance of 32.25 feet;
125. N 41° 29' 04" W a distance of 32.24 feet;
126. N 41° 52' 51" W a distance of 35.49 feet;
127. N 42° 17' 50" W a distance of 25.12 feet;
128. N 44° 56' 55" W a distance of 25.56 feet;
129. N 47° 16' 09" W a distance of 32.68 feet;
130. N 44° 25' 34" W a distance of 32.24 feet;
131. N 45° 18' 29" W a distance of 32.15 feet;
132. N 45° 05' 49" W a distance of 33.03 feet;

133. N 45° 20' 14" W a distance of 34.45 feet;
134. N 46° 33' 23" W a distance of 33.75 feet;
135. N 47° 24' 34" W a distance of 33.36 feet;
136. N 46° 05' 49" W a distance of 32.17 feet;
137. N 46° 14' 32" W a distance of 33.26 feet;
138. N 47° 33' 12" W a distance of 33.92 feet;
139. N 52° 10' 05" W a distance of 32.26 feet;
140. N 56° 45' 33" W a distance of 30.70 feet;
141. N 62° 36' 41" W a distance of 29.38 feet;
142. N 66° 27' 41" W a distance of 30.28 feet;
143. N 64° 57' 54" W a distance of 31.64 feet;
144. N 66° 59' 32" W a distance of 31.51 feet;
145. N 64° 12' 09" W a distance of 31.24 feet;
146. N 60° 47' 03" W a distance of 33.06 feet;
147. N 58° 55' 55" W a distance of 32.37 feet;
148. N 58° 32' 09" W a distance of 30.86 feet;
149. N 57° 47' 48" W a distance of 29.66 feet;
150. N 57° 52' 07" W a distance of 29.67 feet;
151. N 57° 16' 49" W a distance of 30.31 feet;
152. N 58° 36' 20" W a distance of 28.84 feet;
153. N 58° 48' 15" W a distance of 27.42 feet;
154. N 57° 04' 54" W a distance of 27.06 feet;
155. N 54° 32' 13" W a distance of 33.27 feet;
156. N 54° 36' 48" W a distance of 27.44 feet;
157. N 53° 32' 16" W a distance of 27.45 feet;
158. N 51° 16' 35" W a distance of 28.72 feet;
159. N 51° 09' 16" W a distance of 29.69 feet;
160. N 52° 05' 43" W a distance of 32.27 feet;

161. N 50° 32' 17" W a distance of 30.76 feet;
162. N 48° 45' 27" W a distance of 32.27 feet;
163. N 48° 19' 15" W a distance of 30.25 feet;
164. N 44° 59' 11" W a distance of 33.97 feet;
165. N 38° 27' 56" W a distance of 36.03 feet;
166. N 34° 37' 33" W a distance of 34.03 feet;
167. N 32° 21' 41" W a distance of 29.64 feet;
168. N 30° 53' 34" W a distance of 34.55 feet;
169. N 29° 02' 31" W a distance of 38.14 feet;
170. N 28° 29' 34" W a distance of 25.20 feet;
171. N 28° 12' 54" W a distance of 26.03 feet;
172. N 28° 15' 54" W a distance of 26.41 feet;
173. N 28° 33' 24" W a distance of 34.93 feet;
174. N 29° 21' 33" W a distance of 35.27 feet;
175. N 31° 20' 23" W a distance of 34.15 feet;
176. N 37° 01' 46" W a distance of 30.56 feet;
177. N 47° 36' 27" W a distance of 27.50 feet;
178. N 55° 33' 38" W a distance of 30.91 feet;
179. N 61° 36' 30" W a distance of 25.13 feet;
180. N 63° 34' 32" W a distance of 26.32 feet;
181. N 64° 31' 22" W a distance of 25.12 feet;
182. N 67° 22' 05" W a distance of 26.00 feet;
183. N 69° 56' 57" W a distance of 31.66 feet;
184. N 71° 44' 22" W a distance of 26.36 feet;
185. N 73° 18' 40" W a distance of 30.03 feet;
186. N 77° 37' 44" W a distance of 25.62 feet;
187. N 82° 16' 38" W a distance of 26.04 feet;
188. N 88° 32' 40" W a distance of 28.15 feet;

189. S 89° 07' 00" W a distance of 25.28 feet;
190. S 87° 57' 44" W a distance of 28.75 feet;
191. S 89° 11' 41" W a distance of 28.08 feet;
192. S 89° 11' 13" W a distance of 25.02 feet;
193. N 89° 16' 33" W a distance of 25.73 feet;
194. N 89° 47' 40" W a distance of 29.71 feet;
195. S 89° 45' 47" W a distance of 26.33 feet;
196. S 87° 30' 36" W a distance of 24.87 feet;
197. S 85° 59' 16" W a distance of 28.91 feet;
198. S 82° 42' 42" W a distance of 25.77 feet;
199. S 81° 04' 54" W a distance of 30.14 feet;
200. S 79° 51' 30" W a distance of 29.85 feet;
201. S 79° 21' 17" W a distance of 32.22 feet;
202. S 77° 56' 07" W a distance of 54.21 feet;
203. S 75° 45' 56" W a distance of 33.26 feet;
204. S 75° 55' 53" W a distance of 33.03 feet;
205. S 76° 19' 36" W a distance of 34.26 feet;
206. S 76° 11' 24" W a distance of 34.55 feet;
207. S 77° 18' 33" W a distance of 35.14 feet;
208. S 77° 38' 35" W a distance of 34.96 feet;
209. S 78° 11' 27" W a distance of 5.81 feet;
210. S 79° 17' 59" W a distance of 28.84 feet;
211. S 76° 41' 51" W a distance of 24.88 feet;
212. S 78° 32' 38" W a distance of 27.26 feet;
213. S 78° 51' 11" W a distance of 28.33 feet;
214. S 77° 13' 39" W a distance of 28.92 feet;
215. S 75° 42' 50" W a distance of 28.46 feet;
216. S 74° 45' 31" W a distance of 27.02 feet;

- 217. S 71° 51' 48" W a distance of 26.69 feet;
- 218. S 68° 41' 24" W a distance of 27.19 feet;
- 219. S 72° 28' 10" W a distance of 26.92 feet;
- 220. S 72° 23' 23" W a distance of 26.00 feet;
- 221. S 70° 17' 29" W a distance of 27.18 feet;
- 222. S 68° 11' 21" W a distance of 28.17 feet;
- 223. S 68° 11' 55" W a distance of 28.31 feet;
- 224. S 68° 02' 26" W a distance of 28.95 feet;
- 225. S 69° 29' 32" W a distance of 29.75 feet;
- 226. S 71° 02' 53" W a distance of 29.23 feet;
- 227. S 73° 10' 29" W a distance of 27.76 feet;
- 228. S 74° 45' 56" W a distance of 27.07 feet;
- 229. S 76° 30' 21" W a distance of 27.01 feet;
- 230. S 77° 53' 04" W a distance of 25.96 feet;
- 231. S 80° 36' 50" W a distance of 37.64 feet;
- 232. S 81° 54' 30" W a distance of 26.00 feet;
- 233. S 83° 11' 19" W a distance of 25.74 feet;
- 234. S 82° 00' 47" W a distance of 25.30 feet;
- 235. S 80° 13' 10" W a distance of 25.35 feet;
- 236. S 80° 28' 29" W a distance of 25.95 feet;
- 237. S 79° 54' 14" W a distance of 25.97 feet;
- 238. S 78° 39' 54" W a distance of 37.31 feet;
- 239. S 78° 10' 02" W a distance of 25.19 feet;
- 240. S 77° 08' 36" W a distance of 25.31 feet;
- 241. S 76° 54' 40" W a distance of 25.95 feet;
- 242. S 78° 58' 54" W a distance of 27.66 feet;
- 243. S 82° 03' 23" W a distance of 28.99 feet;
- 244. S 84° 07' 35" W a distance of 29.37 feet;

245. S 84° 48' 46" W a distance of 29.34 feet;
246. S 85° 29' 19" W a distance of 28.10 feet;
247. S 87° 31' 19" W a distance of 26.80 feet;
248. S 88° 16' 44" W a distance of 37.12 feet;
249. N 89° 43' 04" W a distance of 35.66 feet;
250. N 88° 22' 02" W a distance of 37.23 feet;
251. N 88° 22' 11" W a distance of 25.20 feet;
252. N 88° 24' 09" W a distance of 34.65 feet;
253. N 88° 23' 53" W a distance of 29.41 feet;
254. N 87° 13' 04" W a distance of 30.21 feet;
255. N 86° 21' 19" W a distance of 31.47 feet;
256. N 85° 28' 26" W a distance of 32.34 feet;
257. N 84° 42' 28" W a distance of 33.73 feet;
258. N 85° 15' 25" W a distance of 35.41 feet;
259. N 84° 44' 44" W a distance of 11.88 feet to the point of intersection with the east line of said NE ¼ of said Section 13;
thence N 00° 14' 12" E along said east line of said NE ¼ of said Section 13 a distance of 22.08 feet to the Point of Beginning containing 8.03 acres more or less.

Lake Gulch Whiskey Resort Annexation No.4

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 77° 17' 58" E a distance of 5,336.50 feet to a point on the easterly edge of Lake Gulch Road, being the Point of Beginning.

Thence S 88° 20' 50" E along the City of Black Hawk Boundary a distance of 663.62 feet to the S 1/16th corner of Sections 17 and 18;

thence S 00° 00' 33" W along the east line of the SE ¼ of said Section 18 a distance of 1312.03 feet to the SE corner of said Section 18;

thence N 89° 44' 17" W along the south line of the SE ¼ of said Section 18 a distance of 387.79 feet to a point on the easterly edge of Lake Gulch Road, County Road 6;

thence along said easterly edge of said Lake Gulch Road the following 32 courses:

1. N 58° 27' 45" W a distance of 15.49 feet;
2. N 53° 53' 44" W a distance of 30.11 feet;
3. N 49° 36' 04" W a distance of 29.00 feet;
4. N 45° 38' 04" W a distance of 24.91 feet;
5. N 43° 37' 26" W a distance of 41.87 feet;
6. N 45° 53' 24" W a distance of 48.20 feet;
7. N 48° 44' 08" W a distance of 91.48 feet;
8. N 51° 45' 51" W a distance of 57.67 feet;
9. N 56° 17' 05" W a distance of 38.86 feet;
10. N 55° 46' 17" W a distance of 29.95 feet;
11. N 61° 28' 38" W a distance of 33.37 feet;
12. N 61° 39' 09" W a distance of 33.01 feet;
13. N 60° 16' 48" W a distance of 30.28 feet;
14. N 63° 19' 05" W a distance of 29.27 feet;
15. N 59° 18' 04" W a distance of 25.17 feet;
16. N 58° 03' 45" W a distance of 30.82 feet;
17. N 54° 46' 58" W a distance of 26.38 feet;
18. N 54° 37' 49" W a distance of 25.73 feet;
19. N 52° 04' 36" W a distance of 27.04 feet;
20. N 44° 08' 01" W a distance of 29.13 feet;
21. N 32° 05' 32" W a distance of 27.59 feet;
22. N 33° 47' 37" W a distance of 7.58 feet;
23. N 11° 08' 36" E a distance of 19.58 feet;
24. N 10° 04' 56" E a distance of 25.34 feet;

25. N 11° 03' 12" E a distance of 31.62 feet;
 26. N 11° 50' 43" E a distance of 31.40 feet;
 27. N 09° 29' 42" E a distance of 30.12 feet;
 28. N 10° 22' 47" E a distance of 30.16 feet;
 29. N 13° 18' 52" E a distance of 15.92 feet;
 30. N 11° 45' 46" E a distance of 29.86 feet;
 31. N 14° 06' 12" E a distance of 47.10 feet;
 32. N 13° 41' 03" E a distance of 24.47 feet to the point of intersection with line 2-3 of the Rickard Lode, US Mineral Survey No. 16283;
- thence N 67° 02' 38" E along said line 2-3 of said Rickard Lode a distance of 945.51 feet to corner No. 3 of said Rickard Lode;
- thence N 23° 02' 09" W along line 3-4 of said Rickard Lode a distance of 150.08 feet to corner No. 4 of said Rickard Lode;
- thence S 67° 01' 09" W along line 4-1 of said Rickard Lode a distance of 153.49 feet to the point of intersection with line 3-4 of the Olivia Lode, US Mineral Survey No. 13916;
- thence S 29° 39' 14" E along said line 3-4 a distance of 131.02 feet to corner No. 4 of said Olivia Lode;
- thence S 60° 16' 49" W along line 4-1 of said Olivia Lode a distance of 150.24 feet to corner No. 1 of said Olivia Lode;
- thence N 29° 41' 13" W along line 1-2 of said Olivia Lode a distance of 148.78 to the point of intersection with said line 4-1 of said Rickard Lode;
- thence S 67° 01' 09" W along said line 4-1 of said Rickard Lode a distance of 497.85 feet to the point of intersection with the easterly line of said Lake Gulch Road;
- thence along said easterly edge of said Lake Gulch Road the following 14 courses:
1. N 31° 34' 31" E a distance of 20.73 feet;
 2. N 37° 13' 45" E a distance of 32.47 feet;
 3. N 41° 40' 02" E a distance of 34.91 feet;
 4. N 43° 22' 45" E a distance of 38.41 feet;
 5. N 40° 01' 56" E a distance of 30.05 feet;
 6. N 34° 24' 43" E a distance of 30.28 feet;
 7. N 28° 41' 22" E a distance of 45.06 feet;

8. N 24° 29' 21" E a distance of 29.34 feet;
9. N 16° 17' 42" E a distance of 37.16 feet;
10. N 06° 12' 17" E a distance of 38.26 feet;
11. N 02° 47' 46" E a distance of 28.30 feet;
12. N 00° 03' 20" W a distance of 32.16 feet;
13. N 01° 13' 29" E a distance of 32.44 feet;
14. N 00° 41' 58" E a distance of 31.57 feet to the Point of Beginning, containing 20.72 acres more or less.

Lake Gulch Whiskey Resort Annexation No.5

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 37° 49' 49" E a distance of 1,154.79 feet to the intersection of line 3-4 of the Annex Lode, US Mineral Survey No. 7799 with the easterly and northerly edge of Lake Gulch Road, County Road 6 being the Point of Beginning.

Thence N 61° 53' 31" E along said line 3-4 of said Annex Lode a distance of 1064.95 feet to the point of intersection with the east-west centerline of the NW ¼ of said Section 18 and the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said east-west centerline of said NW ¼ and City of Black Hawk Patented Boundary a distance of 227.43 feet to the point of intersection with line 1-4 of the St. Anthony Lode, US Mineral Survey No. 19174;

thence S 39° 30' 42" W along said line 1-4 of said St. Anthony Lode a distance of 328.85 feet to the point of intersection with said easterly and northerly edge of Lake Gulch Road;

thence along said easterly and northerly edge of Lake Gulch Road the following 8 courses:

1. S 79° 21' 17" W a distance of 10.12 feet;
2. S 77° 56' 07" W a distance of 54.90 feet;
3. S 75° 45' 56" W a distance of 33.64 feet;
4. S 75° 55' 53" W a distance of 32.92 feet;

5. S 76° 19' 36" W a distance of 34.21 feet;
6. S 76° 11' 24" W a distance of 34.36 feet;
7. S 77° 18' 33" W a distance of 34.86 feet;
8. S 77° 38' 35" W a distance of 27.75 feet to the point of intersection with line 1-2 of the Elizabeth Lode, US Mineral Survey No. 15894;

thence N 39° 23' 46" E along said line 1-2 of said Elizabeth Lode a distance of 249.88 feet to the point of intersection with line 3-2 of the Black Diamond Lode, US Mineral Survey No. 17634;

thence S 63° 58' 12" W along said line 3-2 of said Black Diamond Lode a distance of 827.46 feet to the point of intersection with said easterly and northerly edge of said Lake Gulch Road;

thence along said easterly and northerly edge of said Lake Gulch Road the following 5 courses:

1. S 80° 36' 50" W a distance of 18.54 feet;
2. S 81° 54' 30" W a distance of 25.51 feet;
3. S 83° 11' 19" W a distance of 25.72 feet;
4. S 82° 00' 47" W a distance of 25.87 feet;
5. S 80° 13' 10" W a distance of 22.34 feet to the Point of Beginning containing 2.58 acres more or less.

Lake Gulch Whiskey Resort Annexation No.6

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 20° 56' 43" E a distance of 997.85 feet to the point of intersection of line 3-4 of the Dale Lode, US Mineral Survey No. 13338 with line 2-1 of the Notaway Extension Lode, US Mineral Survey No. 9722 being the Point of Beginning.

thence N 24° 10' 55" E along said line 2-1 of said Notaway Extension Lode a distance of 105.93 feet to the point of intersection with line 1-5 of the Gulch Lode, US Mineral Survey No. 12784;

thence N 36° 25' 58" E along said line 1-5 of said Gulch Lode a distance of 382.53 feet to corner No. 5 of said Gulch Lode;

thence N 52° 39' 02" W along line 5-4 of said Gulch Lode a distance of 83.36 feet to the point of intersection with said Line 2-1 of said Notaway Extension Lode;

thence N 24° 10' 55" E along said Line 2-1 of said Notaway Extension Lode a distance of 36.99 feet to the point of intersection with the east-west centerline of the NW ¼ of said Section 18 and the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said east-west centerline and City of Black Hawk Patented Boundary a distance of 756.52 feet to the point of intersection with line 1-2 of the Annex Lode, US Mineral Survey No. 7799;

thence S 61° 53' 31" W along said line 1-2 of said Annex Lode a distance of 776.77 feet to the point of intersection with line 7-6 of said Dale Lode, US Mineral Survey No. 13338;

thence N 39° 23' 00" E along said line 7-6 of said Dale Lode a distance of 409.81 feet to corner No. 6 of said Dale Lode;

thence N 50° 28' 19" W along line 6-5 of said Dale Lode a distance of 74.00 feet to corner No. 5 of said Dale Lode;

thence N 89° 24' 17" W along line 5-4 of said Dale Lode a distance of 97.24 feet to corner No. 4 of said Dale Lode;

thence S 39° 23' 43" W along line 4-3 of said Dale Lode a distance of 624.77 feet to the Point of Beginning containing 2.35 acres more or less.

Lake Gulch Whiskey Resort Annexation No.7

A parcel of land located in Sections 17 and 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 77° 17' 58" E a distance of 5,336.50 feet to a point on the easterly edge of Lake Gulch Road;

thence S 88° 20' 50" E along the City of Black Hawk Boundary a distance of 663.62 feet to the S 1/16th corner of Sections 17 and 18 being the Point of Beginning.

Thence N 27° 33' 11" W along the City of Black Hawk Boundary a distance of 938.48 feet to corner No. 4 of the Little Mattie Lode, US Mineral Survey No. 970;

thence N 44° 29' 09" E along line 4-3 of said Little Mattie Lode a distance of 1500.03 feet to corner No. 3 of said Little Mattie Lode;

thence N 42° 07' 27" E along the City of Black Hawk Boundary a distance of 980.96 feet to the north-south centerline of the NW ¼ of said Section 17;

thence S 01° 03' 00" E along said north-south centerline of said NW ¼ of said Section 17 a distance of 1273.98 feet to the W 1/16th corner on the east-west centerline of said NW ¼ of Section 17;

thence S 00° 21' 55" E along said north-south centerline of said NW ¼ of said Section 17 a distance of 111.85 feet to the point of intersection with line 1-2 of the Mascot Lode, US Mineral Survey No. 845;

thence S 55° 22' 15" W along said line 1-2 of said Mascot Lode a distance of 100.62 feet to corner No. 2 of said Mascot Lode;

thence S 34° 54' 36" E along line 2-3 of said Mascot Lode a distance of 146.65 feet to the point of intersection with the north-south centerline of the SW ¼ of said Section 17;

thence S 00° 21' 55" E along said north-south centerline of said SW ¼ of said Section 17 a distance of 1034.62 feet to the SW 1/16th corner of said Section 17;

thence S 88° 35' 30" W along the east-west centerline of the SW ¼ of said Section 17 a distance of 1307.15 feet to the S 1/16th corner of Sections 17 and 18, the Point of Beginning containing 63.62 acres more or less.

EXHIBIT C

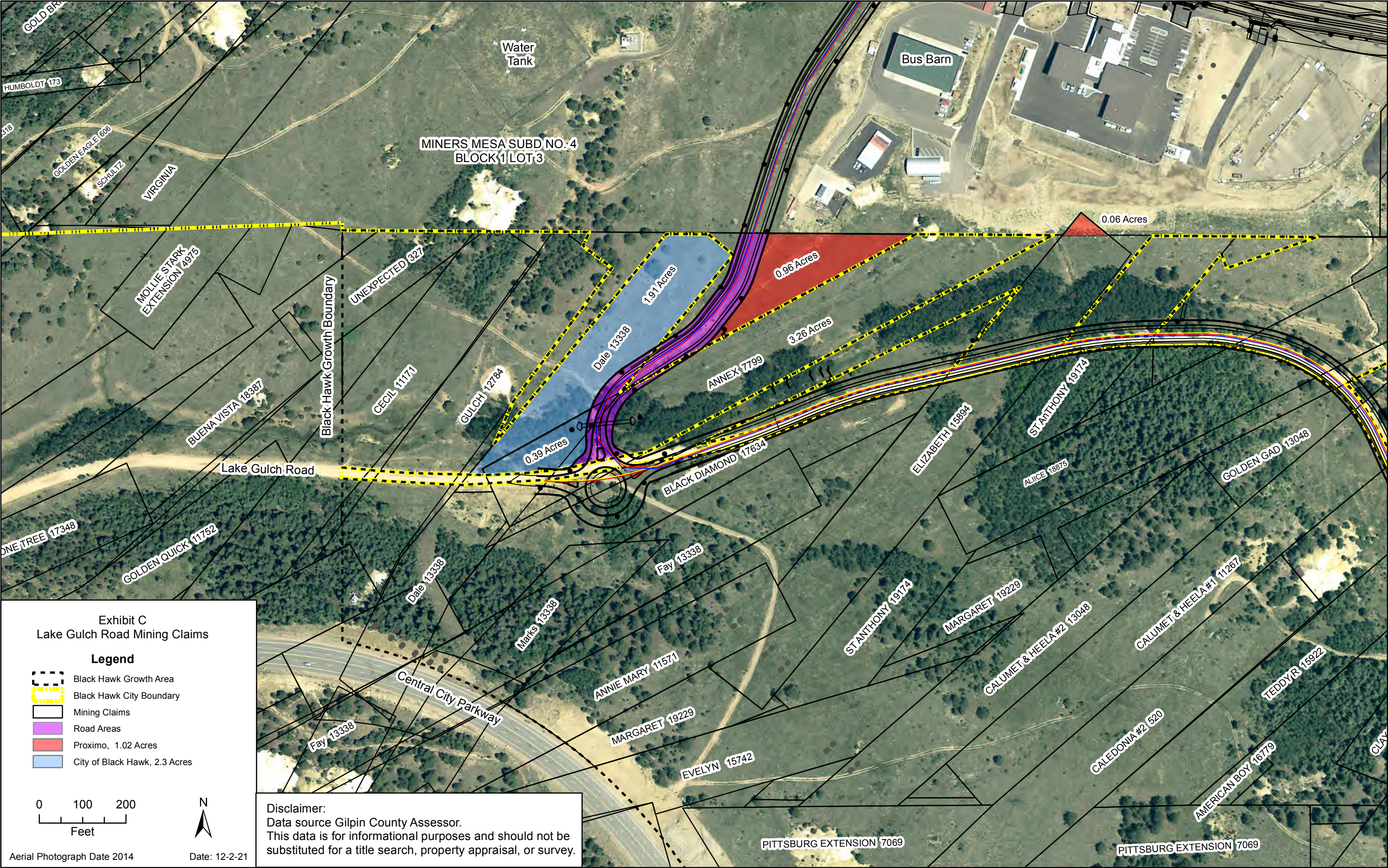


Exhibit C
Lake Gulch Road Mining Claims

- Legend**
- Black Hawk Growth Area
 - Black Hawk City Boundary
 - Mining Claims
 - Road Areas
 - Proximo, 1.02 Acres
 - City of Black Hawk, 2.3 Acres

0 100 200
Feet



Aerial Photograph Date 2014

Date: 12-2-21

Disclaimer:
Data source Gilpin County Assessor.
This data is for informational purposes and should not be
substituted for a title search, property appraisal, or survey.

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

Resolution No. 90-2021

**TITLE: A RESOLUTION MAKING CERTAIN FINDINGS OF FACT
REGARDING THE PROPOSED ANNEXATION OF A
PARCEL OF LAND TO THE CITY OF BLACK HAWK,
COLORADO, KNOWN AS THE LAKE GULCH WHISKEY
RESORT ANNEXATION**

WHEREAS, a Petition in Annexation was filed with the City Clerk on September 21, 2021, requesting the annexation of certain unincorporated territory located in the County of Gilpin, State of Colorado, otherwise known as the Lake Gulch Whiskey Resort Annexation No. 17, and described in the attached **Exhibit A**;

WHEREAS, said Petition in Annexation was forwarded by the City Clerk to the City Council;

WHEREAS, the City Council of the City of Black Hawk, Colorado, by resolution passed on October 13, 2021, found substantial compliance of said Petition with C.R.S. § 31-12-107(1);

WHEREAS, the City Council of the City of Black Hawk, Colorado, conducted a public hearing on December 8, 2021, as required by law to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 to establish eligibility for annexation of that property described in Exhibit A;

WHEREAS, public notice of such public hearing was published once a week for four (4) consecutive weeks and notice by registered mail was given to the Clerk of the Board of County Commissioners, the County Attorney, the school district and to any special district having territory in the area to be annexed as required by law;

WHEREAS, the public hearing on said annexation Petitions was conducted in accordance with the requirements of the law; and

WHEREAS, pursuant to C.R.S. § 31-12-110, the City Council, sitting as the governing body of the City of Black Hawk, Colorado, is required to set forth its findings of fact and its conclusion as to the eligibility for annexation to the City of Black Hawk of the property described in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. With regard to the annexation of the territory described in **Exhibit A**, attached hereto and incorporated herein, the applicable provisions of C.R.S. § 31-12-104 have been met in that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the City; and therefore, because of such contiguity, a community of interest exists between the territory proposed to be annexed and the City; the territory proposed to be annexed is urban or will be urbanized in the near future, and the territory proposed to be annexed is integrated or is capable of being integrated with the City.

Section 2. The applicable provisions of C.R.S. § 32-12-105 have been met in that no land held in identical ownership has been divided or included without written consent of the owner thereof; that no annexation proceedings have been commenced by another municipality; that the annexation will not result in the detachment of area from a school district; that the annexation will not result in the extension of a municipal boundary more than three (3) miles; that the City has in place a plan for said three-mile area; and that in establishing the boundaries of the area to be annexed the entire width of any street or alley is included within the area annexed.

Section 3. An annexation election is not required under C.R.S. § 31-12-107(2) and that no additional terms or conditions are to be imposed upon the area to be annexed other than as contained in the Annexation Agreement, a copy of which is attached hereto and incorporated herein as **Exhibit B**.

Section 4. The Annexation Agreement between the City of Black Hawk and Proximo Distillers, LLC, is hereby approved and the Mayor and City Clerk are authorized and directed to execute the same.

Section 5. The property described in the attached Exhibit A is eligible for annexation to the City of Black Hawk and all requirements of law have been met for such annexation, including the requirements of C.R.S. §§ 31-12-104 and 31-12-105, as amended.

Section 6. An ordinance annexing to the City of Black Hawk that property described in the attached Exhibit A shall be considered by this City Council pursuant to C.R.S. § 31-12-111.

Section 7. Effective Date. This Resolution shall take effect upon adoption by the City Council. However, by operation of C.R.S. § 31-12-113(2), the annexation will not become effective until the City Clerk completes the filings required by statute.

RESOLVED AND PASSED this 8th day of December, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

EXHIBIT A

Lake Gulch Whiskey Resort Annexation No. 17

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $41^{\circ}36'06''$ E a distance of 1,242.54 feet to the point of intersection of line 2-3 of the Black Diamond Lode, US Mineral Survey No. 17634 with the northerly edge of Lake Gulch Road, County Road No. 6, being the Point of Beginning.

Thence N $63^{\circ}58'12''$ E along said line 2-3 of said Black Diamond Lode a distance of 827.46 feet to the point of intersection with line 2-1 of the Elizabeth Lode, US Mineral Survey No. 15894;

thence S $39^{\circ}23'46''$ W along said line 2-1 of said Elizabeth Lode a distance of 249.88 feet to the point intersection with the northerly edge of said Lake Gulch Road;

thence along said northerly edge of said Lake Gulch Road the following 24 courses:

1. S $77^{\circ}38'35''$ W a distance of 7.04 feet;
2. S $78^{\circ}11'27''$ W a distance of 5.49 feet;
3. S $79^{\circ}17'59''$ W a distance of 29.12 feet;
4. S $76^{\circ}41'51''$ W a distance of 25.03 feet;
5. S $78^{\circ}32'38''$ W a distance of 26.85 feet;
6. S $78^{\circ}51'11''$ W a distance of 28.58 feet;
7. S $77^{\circ}13'39''$ W a distance of 29.52 feet;
8. S $75^{\circ}42'50''$ W a distance of 28.93 feet;
9. S $74^{\circ}45'31''$ W a distance of 27.76 feet;
10. S $71^{\circ}51'48''$ W a distance of 27.85 feet;
11. S $68^{\circ}41'24''$ W a distance of 27.08 feet;
12. S $72^{\circ}28'10''$ W a distance of 26.21 feet;
13. S $72^{\circ}23'23''$ W a distance of 26.42 feet;
14. S $70^{\circ}17'29''$ W a distance of 27.99 feet;

15. S 68° 11' 21" W a distance of 28.57 feet;
16. S 68° 11' 55" W a distance of 28.34 feet;
17. S 68° 02' 26" W a distance of 28.70 feet;
18. S 69° 29' 32" W a distance of 29.17 feet;
19. S 71° 02' 53" W a distance of 28.52 feet;
20. S 73° 10' 29" W a distance of 27.05 feet;
21. S 74° 45' 56" W a distance of 26.43 feet;
22. S 76° 30' 21" W a distance of 26.42 feet;
23. S 77° 53' 04" W a distance of 25.17 feet;
24. S 80° 36' 50" W a distance of 18.32 feet to the Point of Beginning, containing 0.93 Acres, more or less.

Exhibit B
Annexation Agreement

**COMBINED ANNEXATION AGREEMENT REGARDING THE SO-CALLED
"BULGE" PROPERTY AND FIRST AMENDMENT TO PREVIOUS ANNEXATION
AGREEMENT BETWEEN THE CITY AND PROXIMO DISTILLERS, LLC**

THIS COMBINED ANNEXATION AGREEMENT REGARDING THE SO-CALLED "BULGE" PROPERTY AND FIRST AMENDMENT TO PREVIOUS ANNEXATION AGREEMENT (collectively this "Agreement") is made and entered into as of the ____ day of _____, 2021 by and between PROXIMO DISTILLERS, LLC (hereinafter referred to as the "Property Owner"), and the CITY OF BLACK HAWK, a home rule municipal corporation of the State of Colorado (hereinafter referred to as the "City" and, collectively with the Property Owner, as the "Parties").

A. The Property Owner is the owner of certain real property (the "Property") situated in the County of Gilpin, State of Colorado, which Property is described in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. The Property Owner desires to have the Property annexed to the City.

C. In addition, the Parties have previously entered into that Annexation Agreement dated March 17, 2020 and recorded in the public records of Gilpin County on April 14, 2020 as Reception Number 165905 (the "Previous Annexation Agreement") regarding the property more particularly described in **Exhibit B**, attached hereto, and incorporated herein by this reference, by which the City annexed other property owned by the Property Owner, and the Parties desire to amend the provisions of the Previous Annexation Agreement only as more particularly described in Section 4.c. of this Agreement. All other provisions of this Agreement solely relate to the annexation of the Property.

D. The City wishes to annex the Property in a series of annexations, and zone the Property into the City, and shall consider the annexation petitions and zoning application for the Property upon the condition that this Agreement is approved by the City and is executed by the City and the Property Owner.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the City and the Property Owner hereby agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.

2. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by the Property Owner upon annexation and initial development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the City of Black Hawk Zoning Ordinance and Subdivision Regulations, as amended, any and all state statutes, and the City of Black Hawk Home Rule Charter and the ordinances of the City.

3. Definitions. As used in this Agreement, the following terms shall have the meanings indicated:

a. *Annexation Ordinance(s)*. An ordinance or ordinances of the City annexing the Property, or any portion thereof, to the City.

b. *Effective Date of Annexation*. As set forth in Section 5 hereof.

c. *Legal Challenge*. For purposes of this Agreement, either of the following will constitute a Legal Challenge: (i) any third party commences any legal proceeding, request for reconsideration pursuant to C.R.S. § 31-12-116, or other action that directly or indirectly challenges (A) this Agreement or (B) the annexation and/or initial zoning of the Property; or (ii) any third party submits a petition for a referendum or other challenge seeking to reverse or nullify any such ordinances or actions.

d. *Zoning Ordinance*. An ordinance or ordinances zoning the Property, or any portion thereof.

4. Zoning and Development.

a. Zoning. The Property Owner is entering into this Agreement and is undertaking the obligations imposed upon the Property Owner herein in reliance upon the City's adoption of certain ordinances annexing the Property into the City and the taking of the following additional actions more particularly described in Section 4.b. regarding the permitted development of the Property.

b. Permitted Development. All development of the Property shall be conducted in accordance with this Agreement, City ordinances and regulations, and applicable state and federal law and regulations. The Property Owner specifically agrees that the design, improvement, construction, development, and use of the Property shall be in conformance with, and that the Property Owner shall comply with, all City ordinances and resolutions, including, without limitation, ordinances and resolutions pertaining to annexation, subdivision, zoning, storm drainage, utilities, and flood control. The City shall allow and permit the development of the Property upon submission of proper application and payment of fees imposed by City ordinances and regulations. In the case of conflict between City ordinances and regulations and the terms of this Agreement, this Agreement shall control. Specifically, the Parties agree that all development of the Property shall be conducted in accordance with the Lake Gulch Whiskey Resort Planned Unit Development Amendment 1 (the "PUD Amendment 1"), approved by the City by ordinance concurrently with the approval of the annexation of the Property and this Agreement.

c. Application to Previous Annexation Agreement. The City and Property Owner specifically agree that the PUD Amendment 1 is and shall be the zoning applicable to the Previous Annexation Agreement, and the PUD Amendment 1 is and shall be deemed an amendment to the Previous Annexation Agreement.

5. Effective Date of Annexation. The annexation of the Property to the City shall become effective upon the filing of the Annexation Ordinance(s) and map(s) with the Clerk & Recorder of Gilpin County, Colorado, pursuant to C.R.S. § 31-12-113(2). The City shall make such filing upon the last to occur of the following, and not otherwise:

- a. Final approval of the Annexation Ordinance(s);
 - b. Final approval of the Zoning Ordinance; and
 - c. Expiration of the time for a Legal Challenge to the Annexation Ordinance(s) or the Zoning Ordinance.
6. City Fees.
- a. Administrative Fee. The Property Owner hereby agrees to pay the City the actual cost plus fifteen percent (15%) to defray the administrative and review expenses of the City, and for planning, engineering, surveying, and legal services rendered in connection with the review of the annexation of the Property, which costs shall be the City's reasonable and documented actual costs, not including any costs incurred before January 3, 2020, and which will be invoiced to the Property Owner on a monthly basis by the City Manager. In addition, the Property Owner shall reimburse the City for the actual cost of making corrections or additions to the official City Map, with a fee for recording such map, if necessary, and accompanying documents with the Clerk & Recorder of Gilpin County, Colorado.
 - b. Impact Fees/Cash in Lieu of Land Dedication. The City as an inducement to the annexation of the Property hereby waives the imposition of the City's Parking Impact Fee otherwise required by Article VI of Chapter 4 of the Black Hawk Municipal Code, and further waives the imposition of the Fire and Police Protection Impact Fee otherwise required by Article VII of Chapter 4 of the Black Hawk Municipal Code.
 - c. Enforcement; Amendment. The City may withhold any plat approval or withhold the issuance of any permits for construction or occupancy for failure to pay City fees as provided herein. All fees recited in this Agreement shall be subject to amendment by the City Council by ordinance so long as any amendment is City-wide and generally applicable. Any amendment to such fees shall be incorporated into this Agreement as if originally set forth herein.
7. Summary Exhibit Depicting Land Exchange. The Parties agree that **Exhibit C**, attached hereto and incorporated herein by this reference, depicts the land exchange more particularly described in Section 8.
8. Land Exchange. The City and the Property Owner completed a property exchange whereby the City granted to the Property Owner a portion of the Dale Lode and a portion of the Annex Lode, and the Property Owner granted to the City a portion of Government Lot 122 and a portion of the Elizabeth Lode. This property exchange is in lieu of and satisfies any open space dedication requirement which the City could otherwise have made a condition of annexation or subdivision of the Property.
9. Dedication of Property for Miners Road and Lake Gulch Road. In addition to the obligations set forth in the Previous Annexation Agreement, Property Owner agrees to dedicate to the City all road right-of-way in fee simple, plus necessary permanent easements, and, if necessary,

temporary construction easements to accomplish the construction of both the Miners Road Extension Nos. 1 and 2 and Lake Gulch Road to serve the project as contemplated by the approved PUD Amendment 1. Such road right-of-way and necessary permanent easements shall be conveyed by separate document upon request of the City, and Property Owner further agrees to provide the temporary construction easements on Property Owner's property if necessary to allow the construction of Miners Road and Lake Gulch Road. Such temporary easements may be necessary, for example, if the City is the entity causing construction of the roads across the Property Owner's property.

10. Utilities.

a. Water Service. Upon annexation, the City shall provide municipal domestic water service to the Property in accordance with the uses authorized by the City's approval of the PUD Amendment 1 and the water service needs of such uses at full build-out of such PUD.

b. Sewer Service. The Property Owner shall be required to apply to the Black Hawk-Central City Sanitation District (the "Sanitation District") for inclusion into the Sanitation District's service area and corresponding service by the Sanitation District in accordance with the Rules, Regulations, and Resolutions in effect for the entire Sanitation District at the time of subdivision application.

c. Water Tap and System Development Fees. Based on the proposed uses for the Property in accordance with the PUD Amendment 1, the Property Owner shall require an appropriately sized water tap and the construction of water infrastructure to serve the Property consistent with the provisions of Section 10.c. of the Previous Annexation Agreement, which provisions are incorporated herein by reference.

d. Undergrounding of Utilities. The Property Owner shall be obligated to construct underground all utilities constructed pursuant to this Agreement and necessary to serve the Property.

e. Easements. The Property Owner agrees to dedicate to the City by plat all utility easements within the Property and elsewhere as necessary to provide for the location of water distribution, collection, and transmission lines and related facilities.

11. Other Terms and Condition of Annexation.

a. Exclusion from Timberline Fire Protection District. The Parties acknowledge that the Property Owner has commenced proceedings to exclude the Property, as well as the "Property" as defined in the Previous Annexation Agreement, from the boundaries of the Timberline Fire Protection District ("TFPD"), and TFPD has scheduled a hearing to consider such exclusion.

b. ESTIP Rebate. The City will rebate to the Property Owner twenty-five percent (25%) of taxes collected on the Property under the Enhanced Sales Tax Incentive Program for the purpose of assisting the Property Owner in operation of shuttle service to bring

guests to and from the Property to shuttle stops located in the City, should the Property Owner elect to operate such service at any time.

c. Use Tax Rebates. The provisions of section 11(b) of the Previous Annexation Agreement shall be read to include the Property in addition to the "Property" as defined in the Previous Annexation Agreement.

d. Participation Agreements. The provisions of section 11(e) of the Previous Annexation Agreement are incorporated herein by reference.

e. Further Cooperation. The provisions of section 11(g) of the Previous Annexation Agreement are incorporated herein by reference.

12. Vested Rights.

a. Waiver. The Property Owner waives any prior vested property rights acquired in Gilpin County so long as the Property remains annexed into the City.

b. Vested Rights Created. Consistent with the purpose of this Agreement, the Parties hereby agree that the Annexation and Zoning Ordinances shall constitute a "site specific development plan" as defined in C.R.S. §24-68-102(4); that certain rights shall be vested property rights as provided in this Agreement; and that the Property Owner and its designated successors and assigns shall have a vested property right to undertake and complete development and use of the Property as provided in this Agreement. The rights and obligations under this Agreement shall vest in the Property Owner and its designated successors and assigns as benefits and burdens to the land and shall run with title to the land.

c. Rights That are Vested. Only the rights that are identified herein shall constitute vested property rights under this Agreement. These rights are as follows:

- i. The right to be protected against the City initiating any zoning action to reduce the zoning entitlements granted upon annexation of the Property as more particularly described in Section 4;
- ii. The right to develop the Property and engage in land uses in the manner and to the extent set forth on the terms and conditions set forth herein;
- iii. The right to continue and complete development of the Property with conditions, standards, dedications, and requirements that are no more onerous than those then being imposed by the City on other developers within the City's municipal boundaries on a reasonably uniform and consistent basis, except to the extent such conditions, standards, dedications, and requirements conflict with the terms and conditions of this Agreement, in which event this Agreement shall control;
- iv. The right to be protected against the City approving a special or metropolitan taxing district that includes within its boundaries all or any portion of the Property, without the written consent of the Property Owner first being obtained in each instance,

except that this provision shall not apply if the boundaries of the taxing district include the entire municipal boundaries of the City and if the creation of such a taxing district is approved by the entire electorate of the City; and

- v. The City will support the Property Owner's establishment of a metropolitan district, implementation of a public improvement fee, and/or application for any state or federal incentive programs, including, but not limited to, private activity bonds.

d. Term of Vested Rights. The rights identified in this Section shall continue and have a duration until three (3) years after the date hereof and shall be applicable not just to the Property but also to the "Property" as defined in the Previous Annexation Agreement. Extension of this period of vesting may be granted by the City in its sole discretion, upon request of the Property Owner or its designated successors and assigns.

e. Compliance with General Regulations. The establishment of the rights vested under this Agreement shall not preclude the application of City regulations of general applicability including, but not limited to, building, fire, plumbing, engineering, electrical, and mechanical codes, or the application of regional, state, or federal regulations, as all of the foregoing exist on the date of this Agreement or may be enacted or amended after the date hereof, except as otherwise provided herein. The Property Owner does not waive its rights to oppose adoption of any such regulations and shall expressly not be obligated to annex into or otherwise submit to the authority of any local improvement districts.

13. Remedies.

a. The Property Owner's remedies against the City for the City's breach of this Agreement include: (i) breach of contract claims; and (ii) specific performance of the non-legislative obligations of the City as set forth herein.

b. The City's remedies against the Property Owner for the Property Owner's breach of this Agreement include:

- i. The refusal to issue any building permit or certificate of occupancy;
- ii. A demand that the security given for the completion of the public improvements be paid or honored; and
- iii. Any other remedy available at law, with the exception of specific performance to compel the Property Owner to develop, construct, maintain, or operate all or any portion of the Lake Gulch Whiskey Resort, or damages for the Property Owner's failure to do so, to the extent that the Property Owner determines in its sole discretion that such development, construction, maintenance, or operation is not commercially practicable.

c. Rights to Cure. Should any Party fail to comply with the terms of this Agreement, the other Party or Parties shall give written notice of breach or default and a period of thirty (30) days after receipt of said notice in which to cure any such breach or default; provided,

however, if the breach or default is not reasonably susceptible of cure within such thirty (30) day period, there shall be given an additional period of time as may be reasonably necessary to complete the cure provided that the breaching or defaulting Party commences to cure the breach or default within such thirty (30) day period and thereafter diligently pursue the same to completion. Should the breaching or defaulting Party fail to cure any such breach or default, the other Party or Parties shall have the right to pursue all equitable remedies.

14. Authority of the City. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the City's legislative, governmental, or police powers to promote and protect the health, safety, and general welfare of the City or its inhabitants; nor shall this Agreement prohibit the enactment by the City of any tax or fee that is of uniform or general application, all in conformance with Colorado Revised Statutes.

15. Force Majeure – Development Restrictions or Delays. In the event of the unavailability of water and sewer taps necessary for the development and use of the Property as contemplated herein, or in the event of the imposition of any moratorium or other ordinance or action by the City or any other governmental or quasi-governmental authority that materially prevents or delays development or use of the Property, the Property Owner's obligations hereunder to pay fees or to construct or convey to the City improvements shall be suspended for a period of time equal to the time period in which such described events either delay or prevent development or use of the Property. The term "material" as used herein means the inability of the Property Owner to obtain plat approval, building permits, or certificates of occupancy.

16. Construction of Public Streets. As specified and limited by Section 9 of this Agreement and the Previous Annexation Agreement, the Property Owner agrees to design, construct, pave, improve, and provide signage, lighting (or conduit to support future construction of lighting to be decided at the time of approval of the subdivision and/or site development plan of the Property), and signalization for all public streets and other public ways within or adjacent to the Property in accordance with City ordinances and resolutions and other applicable standards except as modified pursuant to the approval of the PUD Amendment 1, subject to any reimbursement which may be provided for in such ordinances, resolutions, and standards, and to make such other improvements as required by City ordinances and resolutions, to guarantee construction of all required improvements. If requested by the City, the Property Owner agrees to enter into an agreement reasonably satisfactory to the Property Owner pertaining to such improvements and other matters prior to any development of the Property.

17. Severability. The Parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.

18. Municipal Services. The City agrees to make available to the Property all of the usual municipal services in accordance with the ordinances and policies of the City. The Property

Owner acknowledges that City services do not include, as of the date of the execution of this Agreement, sanitary sewer services, which are provided by the Sanitation District.

19. Amendments. This Agreement may be amended by the City and the Property Owner. Such amendments shall be in writing, shall be recorded with the Clerk & Recorder of Gilpin County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the Property subject to the amendment unless otherwise specified in the amendment. Except as otherwise provided herein, this Agreement shall not be amended unless approved in writing by all Parties.

20. Entire Agreement. This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties.

21. Indemnification. The Property Owner agrees to indemnify and hold harmless the City and the City's officers, employees, agents, and contractors from and against all liability, claims, and demands, including attorneys' fees and court costs, that arise out of action by the City in order to enforce this Agreement, with the exception of enforcement of this Agreement against the Property Owner if the Property Owner substantially prevails. The Property Owner further agrees to investigate, handle, respond to, provide defense for and defend against or, at the City's option, to pay the reasonable and documented attorneys' fees for defense counsel of the City's choice for, any such liability, claims, or demands.

22. Assignment. As used in this Agreement, the term "Property Owner" shall include any of the heirs, transferees, successors or assigns of the Property Owner, and all such parties shall have the right to enforce this Agreement, and shall be subject to the terms of this Agreement, as if they were the original parties thereto.

23. Effect of City Ordinances and Resolutions. As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any City ordinance, resolution, or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, or policy, and the Parties agree that such amendments or revisions shall be binding upon the Property Owner.

24. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, transferees, successors, and assigns of each Party, and shall constitute covenants running with the land. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction. In the event this Agreement is terminated as permitted herein, and the Property is not annexed, the City agrees to execute a sufficient release for recording.

25. Legislative Discretion. The Property Owner acknowledges that the annexation and zoning of the Property are subject to the legislative discretion of the City Council of the City of Black Hawk. No assurances of annexation or zoning have been made or relied upon by the Property Owner. In the event that, in the exercise of its legislative discretion, any action with respect to the Property herein contemplated is not taken, then the sole and exclusive remedy for the breach hereof accompanied by the exercise of such discretion, shall be the withdrawal of the

petition for annexation by the Property Owner, or disconnection from the City in accordance with state law, as may be appropriate.

26. Business Discretion. Notwithstanding anything to the contrary set forth in this Agreement, neither this Agreement nor any other documents provided by any Party in connection with the annexation or zoning of the Property shall be deemed to create any obligation of the Property Owner to commence or continue the development, construction, maintenance, or operation of the Property or to conduct any other activities on the Property, and the Property Owner shall be entitled to terminate such activities in its sole discretion at any time.

27. Recordation of Agreement. This Agreement shall be recorded with the Clerk & Recorder of Gilpin County, Colorado, at the Property Owner's expense, shall run with the land, and shall be binding upon and shall inure to the benefit of the heirs, successors, and permitted assigns of the Parties.

28. Effective Date. This Agreement shall be effective and binding upon the Parties immediately upon execution by all of the Parties.

29. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should any Party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Gilpin County, Colorado.

30. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective on the earlier of actual receipt or seventy-two (72) hours after deposit in the United States Mail with the proper address as set forth below. Any Party by notice so given may change the address to which future notices shall be sent.

To the City: Stephen N. Cole, City Manager
P. O. Box 68
Black Hawk, CO 80422

With copy to: Corey Y. Hoffmann, Esq.
Hoffmann, Parker, Wilson & Carberry, P.C.
511 16th Street, Suite 610
Denver, CO 80202

To the Property Owner: Proximo Distillers, LLC
Attn: Dean Mades, General Counsel
3 Second Street, Suite 1101
Jersey City, NJ 07302

With copy to: Frasca, Joiner, Goodman & Greenstein, P.C.
Attn: Harmon Zuckerman, Esq.
4750 Table Mesa Drive

Boulder, CO 80305

31. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

EXHIBIT A

Legal Description of the Property

Lake Gulch Whiskey Resort Annexation No. 8

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S $68^{\circ}57'51''$ E a distance of 5,143.78 feet to a point of intersection of the easterly right-of-way of the Central City Parkway with line 2-3 of the Rickard Lode, US Mineral Survey No. 16283, being the Point of Beginning.

thence along said line 2-3 of the said Rickard Lode N $67^{\circ}02'38''$ E a distance of 151.48 feet to the point of intersection with the westerly edge of Lake Gulch Road, County Road 6;

Thence along said westerly edge of Lake Gulch Road the following 29 courses:

1. S $13^{\circ}41'03''$ W a distance of 8.03 feet;
2. S $14^{\circ}06'12''$ W a distance of 47.47 feet;
3. S $11^{\circ}45'46''$ W a distance of 30.01 feet;
4. S $13^{\circ}18'52''$ W a distance of 16.19 feet;
5. S $10^{\circ}22'47''$ W a distance of 30.89 feet;
6. S $09^{\circ}29'42''$ W a distance of 29.84 feet;
7. S $11^{\circ}50'43''$ W a distance of 31.10 feet;
8. S $11^{\circ}03'12''$ W a distance of 31.96 feet;
9. S $10^{\circ}04'56''$ W a distance of 25.32 feet;
10. S $11^{\circ}08'36''$ W a distance of 28.47 feet;
11. S $32^{\circ}41'53''$ E a distance of 45.93 feet;
12. S $44^{\circ}08'01''$ E a distance of 32.98 feet;
13. S $52^{\circ}04'36''$ E a distance of 29.05 feet;
14. S $54^{\circ}42'27''$ E a distance of 53.29 feet;
15. S $58^{\circ}03'45''$ E a distance of 31.69 feet;

16. S 59° 18' 04" E a distance of 26.18 feet;
17. S 63° 19' 05" E a distance of 29.46 feet;
18. S 60° 16' 48" E a distance of 29.96 feet;
19. S 61° 39' 09" E a distance of 33.24 feet;
20. S 61° 28' 38" E a distance of 32.24 feet;
21. S 55° 46' 17" E a distance of 28.96 feet;
22. S 56° 17' 05" E a distance of 38.09 feet;
23. S 51° 45' 51" E a distance of 56.22 feet;
24. S 48° 44' 08" E a distance of 90.36 feet;
25. S 45° 53' 24" E a distance of 47.21 feet;
26. S 43° 37' 26" E a distance of 41.82 feet;
27. S 45° 38' 04" E a distance of 26.06 feet;
28. S 49° 36' 04" E a distance of 30.59 feet;
29. S 53° 53' 44" E a distance of 14.21 feet to the point of intersection with the south line of the southeast 1/4 of Section 18;

thence N 89° 44' 17" W along said southeast 1/4 of Section 18 a distance of 269.81 feet to the easterly right-of-way of Central City Parkway;

Thence along said easterly right-of-way of the Central City Parkway the following 4 (four) courses:

1. along a non-tangent curve concave to the southwest having a central angle of 23° 07' 24", a radius of 760.00 feet, an arc distance of 306.72 feet and a chord bearing N 36° 26' 18" W a chord distance of 304.64 feet;
2. N 48° 00' 00" W a distance of 77.39 feet;
3. along a curve concave to the northwest, having a central angle of 48° 00' 00", a radius of 400.00 feet, an arc distance of 335.10 feet;
4. thence N 00° 00' 00" E a distance of 60.75 feet to the Point of Beginning, containing 2.17 acres more or less.

Lake Gulch Whiskey Resort Annexation No. 9

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S $70^{\circ}40'20''$ E a distance of 5,087.72 feet to a point of intersection of the easterly Right-of-Way line of the Central City Parkway with line 4-1 of the Rickard Lode, US Mineral Survey No. 16283, being the Point of Beginning.

Thence along said Easterly Right-of-Way line the following 2 courses:

1. N $00^{\circ}00'00''$ E, a distance of 96.07 feet to a point of curvature;
2. 24.98 feet along the arc of a curve to the left, with a radius of 760.00 feet, a central angle of $01^{\circ}53'01''$, and whose chord bears N $00^{\circ}56'30''$ W, a chord distance of 24.98 feet to the point of intersection with line 4-3 of the Pine Tree Lode, Mineral Survey No. 5080;

Thence N $45^{\circ}54'58''$ E along said line 4-3 of said Pine Tree Lode, a distance of 92.12 feet to corner no. 3 of the said Pine Tree Lode;

Thence N $44^{\circ}01'46''$ W along line 3-2 of the said Pine Tree Lode, a distance of 125.48 feet to a point of non-tangent curvature being a point on said Easterly Right-of-Way line of the Central City Parkway;

Thence along said Easterly Right-of-Way line the following 3 courses:

1. 583.79 feet along the arc of a curve to the left, with a radius of 760.00 feet, a central angle of $44^{\circ}00'41''$, an arc distance of 583.79 feet and whose chord bears N $35^{\circ}39'01''$ W, a chord distance of 569.54 feet;
2. N $57^{\circ}39'21''$ W a distance of 123.98 feet to the point of intersection with line 1-4 of the Washingtons Day Lode, Mineral Survey No. 11885;
3. N $39^{\circ}23'17''$ E, along said line 1-4 of said Washingtons Day Lode a distance of 48.50 feet to a point on the Southerly edge of Lake Gulch Road, County Road 6;

Thence along the said Southerly and Westerly edges of Lake Gulch Road the following 49 courses:

1. S $66^{\circ}41'03''$ E, a distance of 4.28 feet;
2. S $66^{\circ}40'06''$ E, a distance of 26.08 feet;
3. S $61^{\circ}34'17''$ E, a distance of 31.12 feet;
4. S $57^{\circ}56'49''$ E, a distance of 28.94 feet;
5. S $54^{\circ}58'57''$ E, a distance of 28.22 feet;
6. S $58^{\circ}52'53''$ E, a distance of 26.50 feet;
7. S $62^{\circ}37'03''$ E, a distance of 31.29 feet;

8. S 68° 24' 20" E, a distance of 28.25 feet;
9. S 67° 48' 40" E, a distance of 31.66 feet;
10. S 69° 00' 03" E, a distance of 30.35 feet;
11. S 69° 23' 51" E, a distance of 31.56 feet;
12. S 69° 16' 06" E, a distance of 30.63 feet;
13. S 69° 40' 34" E, a distance of 29.91 feet;
14. S 70° 53' 21" E, a distance of 28.78 feet;
15. S 73° 08' 35" E, a distance of 29.67 feet;
16. S 76° 41' 49" E, a distance of 30.74 feet;
17. S 81° 25' 50" E, a distance of 30.35 feet;
18. S 85° 47' 52" E, a distance of 29.04 feet;
19. S 85° 57' 08" E, a distance of 28.87 feet;
20. S 85° 10' 50" E, a distance of 29.07 feet;
21. S 84° 02' 37" E, a distance of 25.38 feet;
22. S 82° 55' 20" E, a distance of 27.67 feet;
23. S 83° 57' 02" E, a distance of 33.15 feet;
24. S 85° 25' 50" E, a distance of 33.93 feet;
25. S 87° 06' 51" E, a distance of 31.81 feet;
26. N 89° 52' 43" E, a distance of 27.21 feet;
27. S 85° 37' 54" E, a distance of 28.02 feet;
28. S 75° 08' 14" E, a distance of 29.40 feet;
29. S 53° 47' 50" E, a distance of 22.16 feet;
30. S 38° 37' 56" E, a distance of 27.41 feet;
31. S 18° 09' 05" E, a distance of 27.17 feet;
32. S 07° 44' 55" E, a distance of 29.96 feet;
33. S 04° 13' 02" E, a distance of 30.37 feet;
34. S 00° 41' 58" W, a distance of 17.64 feet;
35. S 00° 41' 58" W, a distance of 12.88 feet;

36. S 01° 13' 29" W, a distance of 32.59 feet;
37. S 00° 03' 20" E, a distance of 31.86 feet;
38. S 02° 47' 46" W, a distance of 27.09 feet;
39. S 06° 12' 17" W, a distance of 35.66 feet;
40. S 16° 17' 42" W, a distance of 33.64 feet;
41. S 24° 29' 21" W, a distance of 26.96 feet;
42. S 28° 41' 22" W, a distance of 43.15 feet;
43. S 34° 24' 43" W, a distance of 28.10 feet;
44. S 40° 01' 56" W, a distance of 28.32 feet;
45. S 43° 22' 45" W, a distance of 38.09 feet;
46. S 41° 40' 02" W, a distance of 36.10 feet;
47. S 37° 13' 45" W, a distance of 34.41 feet;
48. S 31° 34' 31" W, a distance of 34.81 feet;
49. S 26° 02' 44" W, a distance of 15.85 feet to the point of intersection with said line 4-1 of the Rickard Lode;

Thence S 67° 01' 09" W along said line 4-1 of said Rickard Lode, a distance of 222.82 feet to the Point of Beginning, containing 5.96 acres more or less.

Lake Gulch Whiskey Resort Annexation No. 10

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 62° 11' 51" E a distance of 1,552.51 feet to the point of intersection of the easterly right-of-way of the Central City Parkway with line 4-3 of the Success Lode, US Mineral Survey No. 5280, being the Point of Beginning.

Thence N 85° 47' 47" E along said line 4-3 of said Success Lode a distance of 219.43 feet to the point of intersection with line 3-4 of the Meeker Lode, US Mineral Survey No. 769;

thence N 72° 25' 55" E along said line 3-4 of said Meeker Lode a distance of 198.36 feet to corner No. 4 of said Meeker Lode;

thence S 08° 09' 30" E along line 4-5 of said Meeker Lode a distance of 45.96 feet to the point of intersection with said line 4-3 of said Success Lode;

thence N 85° 47' 47" E along said line 4-3 of said Success Lode a distance of 422.83 feet to corner No. 3 of said Success lode;

thence N 62° 22' 36" E a distance of 991.81 feet to corner No. 4 of the Tariff Lode, US Mineral Survey No. 966;

thence N 47° 01' 18" E along line 4-3 of said Tariff Lode a distance of 409.50 feet to the southwesterly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of said Lake Gulch Road the following 48 courses:

1. S 44° 25' 34" E a distance of 6.91 feet;
2. S 47° 16' 09" E a distance of 32.68 feet;
3. S 44° 56' 55" E a distance of 25.56 feet;
4. S 42° 17' 50" E a distance of 25.12 feet;
5. S 41° 52' 51" E a distance of 35.49 feet;
6. S 41° 29' 04" E a distance of 32.24 feet;
7. S 41° 30' 58" E a distance of 32.25 feet;
8. S 39° 40' 26" E a distance of 30.55 feet;
9. S 43° 51' 36" E a distance of 32.77 feet;
10. S 47° 25' 27" E a distance of 31.87 feet;
11. S 47° 57' 34" E a distance of 34.89 feet;
12. S 46° 02' 34" E a distance of 24.23 feet;
13. S 38° 52' 14" E a distance of 35.74 feet;
14. S 33° 48' 48" E a distance of 25.62 feet;
15. S 29° 24' 22" E a distance of 26.77 feet;
16. S 30° 56' 40" E a distance of 26.10 feet;
17. S 37° 52' 45" E a distance of 34.89 feet;
18. S 49° 29' 24" E a distance of 30.84 feet;
19. S 59° 21' 59" E a distance of 28.78 feet;

20. S 61° 44' 13" E a distance of 33.99 feet;
21. S 61° 25' 24" E a distance of 33.19 feet;
22. S 59° 58' 24" E a distance of 27.27 feet;
23. S 51° 35' 16" E a distance of 23.97 feet;
24. S 49° 06' 25" E a distance of 25.35 feet;
25. S 45° 20' 47" E a distance of 26.75 feet;
26. S 43° 58' 04" E a distance of 27.46 feet;
27. S 42° 43' 23" E a distance of 29.05 feet;
28. S 37° 44' 53" E a distance of 27.18 feet;
29. S 34° 08' 31" E a distance of 30.52 feet;
30. S 38° 01' 46" E a distance of 27.43 feet;
31. S 42° 12' 45" E a distance of 28.59 feet;
32. S 43° 31' 15" E a distance of 28.69 feet;
33. S 45° 09' 35" E a distance of 28.28 feet;
34. S 47° 37' 34" E a distance of 28.86 feet;
35. S 48° 21' 34" E a distance of 29.28 feet;
36. S 49° 32' 52" E a distance of 31.07 feet;
37. S 51° 12' 12" E a distance of 31.14 feet;
38. S 52° 37' 45" E a distance of 28.67 feet;
39. S 53° 43' 00" E a distance of 34.13 feet;
40. S 53° 50' 43" E a distance of 24.95 feet;
41. S 50° 23' 24" E a distance of 25.21 feet;
42. S 48° 28' 12" E a distance of 25.02 feet;
43. S 48° 28' 12" E a distance of 2.56 feet;
44. S 48° 55' 48" E a distance of 30.51 feet;
45. S 51° 44' 53" E a distance of 29.94 feet;
46. S 56° 10' 53" E a distance of 33.17 feet;
47. S 62° 17' 04" E a distance of 33.06 feet;

48. S 66° 41' 03" E a distance of 22.40 feet to the point of intersection with line 4-1 of the Washingtons Day Lode, US Mineral Survey No. 11885;

thence S 39° 23' 17" W along said line 4-1 of said Washingtons Day Lode a distance of 48.50 feet to the point of intersection with the northerly right-of-way line of the Central City Parkway;

thence N 57° 39' 21" W along said northerly right-of-way line a distance of 507.58 feet to the beginning of a curve concave to the south having a central angle of 07° 27' 51", having a radius of 760.00 feet, an arc distance of 99.01 feet to the point of intersection with line 3-2 of the Justice Lode US Mineral Survey No. 394;

thence N 41° 55' 05" E along said line 3-2 of said Justice Lode a distance of 81.00 feet to corner No. 2 of said Justice Lode;

thence N 47° 50' 35" W along line 2-1 of said Justice Lode a distance of 100.27 feet to corner No. 1 of said Justice Lode;

thence S 41° 56' 29" W along line 1-4 of said Justice Lode a distance of 120.12 feet to the point of intersection with the said northerly right-of-way line of said Central City Parkway;

thence along said northerly right-of-way line along a non-tangent curve being concave to the south having a central angle of 33° 40' 01", a radius of 760.00 feet, an arc distance of 446.57 feet, a chord bearing of S 89° 58' 01" W and a chord distance of 439.34 feet;

thence S 73° 06' 01" W continuing along said northerly right-of-way a distance of 1305.67 feet to the beginning of a curve being concave to the north having a central angle of 63° 50' 42", having a radius of 650.00 feet, to the point of intersection with said line 4-3 of the Success Lode, US Mineral Survey No. 5280, the Point of Beginning, containing 17.24 acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 11

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $72^{\circ}51'36''$ E a distance of 2,275.62 feet to corner No. 1 of the Caledonia Lode, US Mineral Survey No. 519, being the Point of Beginning.

Thence N $49^{\circ}29'47''$ E along line 1-2 of said Caledonia Lode a distance of 318.07 feet to the point of intersection with the southwesterly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of Lake Gulch Road the following 10 courses:

1. S $28^{\circ}29'34''$ E a distance of 21.80 feet;
2. S $29^{\circ}02'31''$ E a distance of 38.14 feet;
3. S $30^{\circ}53'34''$ E a distance of 34.55 feet;
4. S $32^{\circ}21'41''$ E a distance of 29.64 feet;
5. S $34^{\circ}37'33''$ E a distance of 34.03 feet;
6. S $38^{\circ}27'56''$ E a distance of 36.03 feet;
7. S $44^{\circ}59'11''$ E a distance of 33.97 feet;
8. S $48^{\circ}19'15''$ E a distance of 30.25 feet;
9. S $48^{\circ}45'27''$ E a distance of 32.27 feet;
10. S $50^{\circ}32'17''$ E a distance of 30.35 feet to the point of intersection with line 1-2 of the Clay County Lode, US Mineral Survey No. 329B;

thence S $50^{\circ}08'44''$ W along said line 1-2 of said Clay County Lode a distance of 159.20 feet to corner No. 2 of said Clay County Lode;

thence S $58^{\circ}08'12''$ E along line 2-3 of said Clay County Lode a distance of 188.25 feet to the point of intersection with line 2-1 of the Clay County Lode, US Mineral Survey No. 329A;

thence S $37^{\circ}28'00''$ W along said line 2-1 of said Clay County Lode a distance of 623.18 feet to corner No. 1 of said Clay County Lode, US Mineral Survey No. 329A;

thence S $52^{\circ}39'32''$ E along line 1-4 of said Clay County Lode a distance of 151.05 feet to corner No. 4 of said Clay County Lode;

thence N 37° 26' 41" E along line 4-3 of said Clay County Lode a distance of 389.56 feet to corner No. 4 of the East Clay County Lode, US Mineral Survey No. 18776;

thence N 89° 56' 08" E along line 4-3 of said East Clay County Lode and its extension thereof a distance of 190.48 feet to the point of intersection with line 6-5 of the Blow Out Lode, US Mineral Survey No. 18776;

thence S 36° 04' 17" W along said line 6-5 of said Blow Out Lode a distance of 20.54 feet to corner No. 5 of said Blow Out Lode;

thence S 89° 57' 28" E along line 5-4 of said Blow Out Lode a distance of 184.33 feet to corner No. 4 of said Blow Out Lode;

thence N 36° 08' 54" E along line 4-3 of said Blow Out Lode a distance of 103.56 feet to corner No. 4 of the Great Britian Lode, US Mineral Survey No. 18776;

thence S 89° 57' 40" E along line 4-5 of said Great Britian Lode a distance of 186.34 feet to corner No. 5 of said Great Britian Lode;

thence N 36° 07' 10" E along line 5-6 of said Great Britian Lode a distance of 1.36 feet to the point of intersection with said southwesterly edge of Lake Gulch Road, County Road 6;

thence S 46° 05' 49" E along said southwesterly edge of Lake Gulch Road a distance of 12.22 feet;

thence S 47° 24' 34" E along said southwesterly edge of Lake Gulch Road a distance of 33.36 feet;

thence S 46° 33' 23" E along said southwesterly edge of Lake Gulch Road a distance of 8.79 feet to the point of intersection with line 2-1 of the Tariff Lode, US Mineral Survey No. 966;

thence S 47° 00' 48" W along said line 2-1 of said Tariff Lode a distance of 403.36 feet to corner No. 1 of said Tariff Lode;

thence S 42° 58' 42" E along line 1-4 of said Tariff Lode a distance of 149.74 feet to corner No. 4 of said Tariff Lode;

thence S 62° 22' 36" W a distance of 991.81 feet to corner No. 3 of the Success Lode, US Mineral Survey No. 5280;

thence N 04° 16' 10" W along line 3-2 of said Success Lode a distance of 150.04 feet to corner No. 2 of said Success Lode;

thence S 85° 49' 05" W along line 2-1 of said Success Lode a distance of 476.25 feet;

thence N 46° 11' 59" E a distance of 716.62 feet to corner No. 3 of the Pittburg Ext. Lode, US Mineral Survey No. 7069;

thence N 00° 25' 37" W along line 3-2 of said Pittburg Ext. Lode a distance of 150.29 feet to corner No. 2 of said Pittburg Ext. Lode;

thence S 89° 18' 06" W along line 2-1 of said Pittsburg Ext. Lode a distance of 499.53 feet to the point of intersection with line 3-4 of the Calendonia No. 2 Lode, US Mineral Survey No. 520;

thence N 48° 54' 18" E along said line 3-4 of said Calendonia No. 2 Lode a distance of 705.54 feet to corner No. 4 of said Caledonia Lode, US Mineral Survey No. 519;

thence N 40° 18' 18" W along line 4-1 of said Caledonia Lode a distance of 150.08 feet to the Point of Beginning, containing 20.37 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 12

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 69° 53' 37" E a distance of 1,225.66 feet to the point of intersection of line 3-4 of the Caledonia Lode No. 2, US Mineral Survey No. 520 with the northeasterly right-of-line of the Central City Parkway, being the Point of Beginning.

Thence N 48° 54' 04" E along said line 3-4 of said Caledonia No. 2 Lode a distance of 549.87 feet to the point of intersection with line 4-3 of the Pittsburg Ext, Lode, US Mineral Survey No. 7069;

thence N 89° 18' 45" E along said line 3-4 of said Pittsburg Ext. Lode a distance of 675.26 feet to corner No. 3 of said Pittsburg Ext. Lode;

thence S 46° 11' 59" W a distance of 716.62 feet to the point of intersection with line 2-1 of the Success Lode, US Mineral Survey No. 5280;

thence S 85° 49' 05" W along said line 2-1 of said Success Lode a distance of 459.86 feet of the point of intersection with said northeasterly right-of-line of the Central City Parkway;

thence N 35° 24' 20" W along said northeasterly right-of-line of the Central City Parkway a distance of 196.28 feet to the Point of Beginning, containing 7.66 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 13

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears

N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 87° 12' 22" E a distance of 4,688.84 feet to corner No. 3 of the Washingtons Day Lode, US Mineral Survey No. 11885, being the Point of Beginning.

thence along said line 3-4 of the said Washingtons Day Lode S 45° 12' 88" E a distance of 150.58 feet to

corner No. 4 of said Washingtons Day Lode;

thence along line 4-1 of said Washingtons Day Lode S 39° 23' 17"W a distance of 633.47 feet to the point of intersection with the northeasterly edge of Lake Gulch Road, County Road 6;

Thence along said northeasterly edge of Lake Gulch Road the following 7 courses:

1. N 66° 40' 06" W a distance of 2.05 feet;
2. N 66° 41' 03" W a distance of 25.85 feet;
3. N 62° 17' 04" W a distance of 31.05 feet;
4. N 56° 10' 53" W a distance of 31.14 feet;
5. N 51° 44' 53" W a distance of 28.55 feet;
6. N 48° 55' 48" W a distance of 29.88 feet;
7. N 48° 28' 12" W a distance of 3.30 feet to the point of intersection with line 2-3 of said Washingtons Day Lode;

thence N 39° 23' 18" E along said line 2-3 of said Washingtons Day lode a distance of 664.25 feet to the Point of Beginning, containing 2.25 acres more or less.

Lake Gulch Whiskey Resort Annexation No. 14

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 30° 07' 02" E a distance of 580.34 feet to the point of intersection of line 1-2 of the Black Diamond Lode, US Mineral Survey No. 17634 with line 2-3 of the Fay Lode, US Mineral Survey No. 13338 being the Point of Beginning.

thence N 26° 04' 04" W along said line 1-2 of said Black Diamond Lode a distance of 80.46 feet to the point of intersection with line 1-7 of the Dale Lode, US Mineral Survey No. 13338;

thence N 26° 54' 00" E along said line 1-7 of said Dale Lode a distance of 4.46 feet to corner No. 7 of said Dale Lode;

thence N 39° 29' 28" E along line 7-6 of said Dale Lode a distance of 160.32 feet to line 2-3 of said Black Diamond Lode;

thence N 63° 58' 12" E along said line 2-3 of said Black Diamond Lode a distance of 446.58 feet to the point of intersection with the southerly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of Lake Gulch Road the following 34 courses:

1. N 83° 11' 19" E a distance of 23.36 feet;
2. N 81° 54' 30" E a distance of 26.00 feet;
3. N 80° 36' 50" E a distance of 37.64 feet;
4. N 77° 53' 04" E a distance of 25.96 feet;
5. N 76° 30' 21" E a distance of 27.01 feet;
6. N 74° 45' 56" E a distance of 27.07 feet;
7. N 73° 10' 29" E a distance of 27.76 feet;
8. N 71° 02' 53" E a distance of 29.23 feet;
9. N 69° 29' 32" E a distance of 29.75 feet;
10. N 68° 02' 26" E a distance of 28.95 feet;
11. N 68° 11' 55" E a distance of 28.31 feet;
12. N 68° 11' 21" E a distance of 28.17 feet;
13. N 70° 17' 29" E a distance of 27.18 feet;
14. N 72° 23' 23" E a distance of 26.00 feet;
15. N 72° 28' 10" E a distance of 26.92 feet;
16. N 68° 41' 24" E a distance of 27.19 feet;
17. N 71° 51' 48" E a distance of 26.69 feet;
18. N 74° 45' 31" E a distance of 27.02 feet;
19. N 75° 42' 50" E a distance of 28.46 feet;
20. N 77° 13' 39" E a distance of 28.92 feet;
21. N 78° 51' 11" E a distance of 28.33 feet;
22. N 78° 32' 38" E a distance of 27.26 feet;

23. N 76° 41' 51" E a distance of 24.88 feet;
24. N 79° 17' 59" E a distance of 14.47 feet;
25. N 79° 17' 59" E a distance of 14.37 feet;
26. N 78° 11' 27" E a distance of 5.81 feet;
27. N 77° 38' 35" E a distance of 7.14 feet;
28. N 77° 38' 35" E a distance of 27.82 feet;
29. N 77° 18' 33" E a distance of 35.14 feet;
30. N 76° 11' 24" E a distance of 34.55 feet;
31. N 76° 19' 36" E a distance of 34.26 feet;
32. N 75° 55' 53" E a distance of 33.03 feet;
33. N 75° 45' 56" E a distance of 33.26 feet;
34. N 77° 56' 07" E a distance of 37.18 feet to the point of intersection with line 1-4 of the St. Anthony Lode, US Mineral Survey No. 19174;

thence S 39° 30' 42" W along said line 1-4 of said St. Anthony Lode a distance of 392.10 feet to the point of intersection with line 3-4 of the Alice Lode, US Mineral Survey No. 18785;

thence N 63° 23' 00" E along said line 3-4 of said Alice Lode a distance of 371.35 feet to the point of intersection with line 3-2 of said St. Anthony Lode;

Thence N 39° 31' 27" E along said line 3-2 of said St. Anthony Lode a distance of 210.07 feet to the point of intersection with said southerly edge of Lake Gulch Road, County Road 6;

thence along said southwesterly edge of Lake Gulch Road the following 18 courses:

1. S 89° 47' 40" E a distance of 26.55 feet;
2. S 89° 16' 33" E a distance of 25.73 feet;
3. N 89° 11' 13" E a distance of 25.02 feet;
4. N 89° 11' 41" E a distance of 28.08 feet;
5. N 87° 57' 44" E a distance of 28.75 feet;
6. N 89° 07' 00" E a distance of 25.28 feet;
7. S 88° 32' 40" E a distance of 28.15 feet;
8. S 82° 16' 38" E a distance of 26.04 feet;
9. S 77° 37' 44" E a distance of 25.62 feet;
10. S 73° 18' 40" E a distance of 30.03 feet;

11. S 71° 44' 22" E a distance of 26.36 feet;
12. S 69° 56' 57" E a distance of 31.66 feet;
13. S 67° 22' 05" E a distance of 26.00 feet;
14. S 64° 31' 22" E a distance of 25.12 feet;
15. S 63° 34' 32" E a distance of 26.32 feet;
16. S 61° 36' 30" E a distance of 25.13 feet;
17. S 55° 33' 38" E a distance of 30.91 feet;
18. S 47° 36' 27" E a distance of 0.69 feet to the point of intersection with line 3-2 of the Golden Gad Lode, US Mineral Survey No. 13048;

thence S 63° 17' 40" W along said line 3-2 of said Golden Gad Lode a distance of 722.08 feet to corner No. 2 of said Golden Gad Lode;

thence S 31° 40' 56" E along line 2-1 of said Golden Gad Lode a distance of 95.57 feet to the point of intersection with line 2-1 of the Calumet and Hecla No. 2 Lode, US Mineral Survey No. 13048;

thence S 48° 55' 49" W along said line 2-1 of said Calumet and Hecla Lode a distance of 61.79 feet to the point of intersection with line 3-4 of the Margaret Lode, US Mineral Survey No. 19229;

thence N 21° 01' 44" W along said line 3-4 of said Margaret Lode a distance of 114.04 feet to corner No. 4 of said Margaret Lode;

thence S 69° 01' 22" W along line 4-1 of said Margaret Lode a distance of 186.95 feet to the point of intersection with line 3-2 of said St. Anthony Lode;

thence N 39° 31' 27" E along said line 3-2 of said St. Anthony Lode a distance of 73.31 feet to the point of intersection with line 1-2 of said Alice Lode;

thence S 63° 22' 25" W along said line 1-2 of said Alice Lode a distance of 53.94 feet to corner No. 2 of said Alice Lode;

thence N 26° 45' 28" W along line 2-3 of said Alice Lode a distance of 140.24 feet to the point of intersection with said line 1-4 of said St. Anthony Lode;

thence S 39° 30' 42" W along said line 1-4 of said St. Anthony Lode a distance of 345.75 feet to the point of intersection with said line 4-1 of said Margaret Lode;

thence S 69° 01' 22" W along said line 4-1 of said Margaret Lode a distance of 16.29 feet to the point of intersection with line 3-4 of said Elizabeth Lode;

thence S 39° 23' 48" W along said line 3-4 of said Elizabeth Lode a distance of 272.15 feet to corner No. 4 of said Elizabeth Lode;

thence N 50° 27' 18" W along line 4-1 of said Elizabeth Lode a distance of 148.43 feet to the point of intersection with line 4-3 of the Annie Mary Lode, US Mineral Survey No. 11571;

thence N 62° 32' 35" E along line 4-3 of said Annie Mary Lode a distance of 221.31 feet to corner No. 3 of said Annie Mary Lode;

thence N 27° 32' 41" W along line 3-2 of said Annie Mary Lode a distance of 149.99 feet to corner No. 2 of said Annie Mary Lode;

thence S 62° 32' 35" W along line 2-1 of said Annie Mary Lode a distance of 607.56 feet to the point of intersection with the northeasterly right-of-way of the Central City Parkway;

thence along a non-tangent curve concave to the southwest an arc distance of 13.72 feet, a delta angle of 00° 44' 55", having a radius of 1050.00 feet, and whose long chord bears N 62° 43' 25" W a distance of 13.72 feet to the point of intersection with line 5-4 of the Marks Lode, US Mineral Survey No. 13338;

thence N 44° 35' 21" E along said line 5-4 of said Marks Lode a distance of 80.14 feet to the point of intersection with line 1-4 of the Fay Lode, US Mineral Survey No. 13338;

thence N 60° 43' 32" E along said line 1-4 of said Fay Lode a distance of 714.47 feet to corner No. 4 of said Fay Lode;

thence N 29° 20' 48" W along line 4-3 of said Fay Lode a distance of 150.66 feet to corner No. 3 of said Fay Lode;

thence S 60° 42' 01" W along line 3-2 of said Fay Lode a distance of 442.61 feet to the point of intersection with line 4-3 of the Marks Lode, US Mineral Survey No. 13338;

thence S 86° 28' 49" W along said line 4-3 of said Marks Lode a distance of 122.51 feet to corner No. 3 of said Marks Lode;

thence S 44° 22' 49" W along line 3-2 of said Marks Lode a distance of 189.62 feet to the point of intersection with line 4-1 of said Black Diamond Lode;

thence S 60° 42' 01" W along said line 4-1 of said Black Diamond Lode a distance of 120.71 feet to the Point of Beginning, containing 11.43 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 15

The Little Mattie Lode, US Mineral Survey No. 970 in Sections 17&18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this

description; thence S 87° 15' 37" E a distance of 5,334.83 feet to corner No. 1 of said Little Mattie Lode, being the Point of Beginning.

Thence N 44° 28' 40" E along line 1-2 of said Little Mattie Lode a distance of 1499.34 feet to corner No. 2 of said Little Mattie Lode;

thence S 45° 33' 27" E along line 2-3 of said Little Mattie Lode a distance of 149.96 feet to corner No. 3 of said Little Mattie Lode;

thence S 44° 29' 09" W along line 3-4 of said Little Mattie Lode a distance of 1500.03 feet to corner No. 4 of said Little Mattie Lode;

thence N 45° 17' 32" W along line 4-1 of said Little Mattie Lode a distance of 149.75 feet to the Point of Beginning, containing 5.16 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 16

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00° 14' 12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 74° 53' 25" E a distance of 4,804.55 feet to corner No. 14 of the Gold Tunnel No. 21 Lode, US Mineral Survey No. 4589, being the Point of Beginning.

Thence N 46° 21' 54" W along line 14-15 of said Gold Tunnel No. 21 Lode a distance of 150.01 feet to corner No. 15 of said Gold Tunnel No. 21 Lode;

thence N 43° 56' 51" E along line 15-16 of said Gold Tunnel No. 21 Lode a distance of 81.81 feet to the south line of the NE 1/4 of the NE 1/4 of said Section 18, being also the City of Black Hawk Patented Boundary;

thence N 89° 32' 31" E along said south line of the NE 1/4 of the NE 1/4 of said Section 18 and the City of Black Hawk Patented Boundary a distance of 209.92 feet to the point of intersection with line 13-14 of said Gold Tunnel No. 21 Lode;

thence S 43° 56' 09" W along said line 13-14 of said Gold Tunnel No. 21 Lode a distance of 227.88 feet to the Point of Beginning, containing 0.53 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 17

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears

N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 41° 36' 06" E a distance of 1,242.54 feet to the point of intersection of line 2-3 of the Black Diamond Lode, US Mineral Survey No. 17634 with the northerly edge of Lake Gulch Road, County Road No. 6, being the Point of Beginning.

Thence N 63° 58' 12" E along said line 2-3 of said Black Diamond Lode a distance of 827.46 feet to the point of intersection with line 2-1 of the Elizabeth Lode, US Mineral Survey No. 15894;

thence S 39° 23' 46" W along said line 2-1 of said Elizabeth Lode a distance of 249.88 feet to the point intersection with the northerly edge of said Lake Gulch Road;

thence along said northerly edge of said Lake Gulch Road the following 24 courses:

1. S 77° 38' 35" W a distance of 7.04 feet;
2. S 78° 11' 27" W a distance of 5.49 feet;
3. S 79° 17' 59" W a distance of 29.12 feet;
4. S 76° 41' 51" W a distance of 25.03 feet;
5. S 78° 32' 38" W a distance of 26.85 feet;
6. S 78° 51' 11" W a distance of 28.58 feet;
7. S 77° 13' 39" W a distance of 29.52 feet;
8. S 75° 42' 50" W a distance of 28.93 feet;
9. S 74° 45' 31" W a distance of 27.76 feet;
10. S 71° 51' 48" W a distance of 27.85 feet;
11. S 68° 41' 24" W a distance of 27.08 feet;
12. S 72° 28' 10" W a distance of 26.21 feet;
13. S 72° 23' 23" W a distance of 26.42 feet;
14. S 70° 17' 29" W a distance of 27.99 feet;
15. S 68° 11' 21" W a distance of 28.57 feet;
16. S 68° 11' 55" W a distance of 28.34 feet;
17. S 68° 02' 26" W a distance of 28.70 feet;
18. S 69° 29' 32" W a distance of 29.17 feet;
19. S 71° 02' 53" W a distance of 28.52 feet;

20. S 73° 10' 29" W a distance of 27.05 feet;
21. S 74° 45' 56" W a distance of 26.43 feet;
22. S 76° 30' 21" W a distance of 26.42 feet;
23. S 77° 53' 04" W a distance of 25.17 feet;
24. S 80° 36' 50" W a distance of 18.32 feet to the Point of Beginning, containing 0.93 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 18

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00° 14' 12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 55° 10' 45" E a distance of 2,029.15 feet to the point of intersection of line 4-1 of the St. Anthony Lode, US Mineral Survey No. 19174 with the northerly edge of Lake Gulch Road, County Road No. 6, being the Point of Beginning.

Thence N 39° 30' 42" E along said line 4-1 of said St. Anthony Lode a distance of 328.85 feet to the point of intersection with the south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 18, being also the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 18 a distance of 145.22 feet to the point of intersection with line 1-6 of the Susan-Mary Lode, US Mineral Survey No. 694;

thence S 19° 06' 00" E along said line 1-6 of said Susan-Mary Lode a distance of 44.24 feet to the point of intersection with line 2-3 of said St. Anthony Lode;

thence S 39° 31' 27" W along said line 2-3 of said St. Anthony Lode a distance of 246.50 feet to said northerly edge of Lake Gulch Road;

thence along said northerly edge of Lake Gulch Road the following 8 courses:

1. N 89° 47' 40" W a distance of 21.27 feet;
2. S 89° 45' 47" W a distance of 26.85 feet;
3. S 87° 30' 36" W a distance of 25.59 feet;
4. S 85° 59' 16" W a distance of 29.83 feet;
5. S 82° 42' 42" W a distance of 26.71 feet;

6. S 81° 04' 54" W a distance of 30.69 feet;
7. S 79° 51' 30" W a distance of 30.19 feet;
8. S 79° 21' 17" W a distance of 22.47 feet to the Point of Beginning, containing 1.04 Acres, more or less.

EXHIBIT B

Lake Gulch Whiskey Resort Annexation No. 1

A parcel of land located in Sections 17 & 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $69^{\circ}30'48''$ E a distance of 3,617.79 feet to the point of intersection of line 3-4 of the Clay County Lode, US Mineral Survey No. 360 with line 4-1 of the Williams Crossing Lode, US Mineral Survey No. 15824 being the Point of Beginning.

Thence S $47^{\circ}53'33''$ E along said line 4-1 of said Williams Lode a distance of 296.23 feet to the point of intersection with line 3-2 of the Blow Out Lode, US Mineral Survey No. 18776;

thence N $19^{\circ}46'26''$ E along said line 3-2 of said Blow Out Lode a distance of 361.74 feet to the point of intersection with the east-west centerline of the NE $\frac{1}{4}$ of said Section 18 and the City of Black Hawk Patented Boundary;

thence N $89^{\circ}32'31''$ E along said east-west centerline of the NE $\frac{1}{4}$ and City of Black Hawk Patented Boundary a distance of 208.47 feet to the point of intersection with line 1-2 of the Great Britian Lode, US Mineral Survey No. 18776;

thence S $29^{\circ}18'00''$ W along said line 1-2 of said Great Britian Lode a distance of 353.67 feet to corner No. 2 of said Great Britian Lode;

thence S $46^{\circ}17'00''$ W along line 2-3 of said Great Britian Lode a distance of 131.10 feet to the point of intersection with line 4-1 of said Williams Crossing Lode;

thence S $47^{\circ}53'33''$ E along said line 4-1 of said Williams Crossing Lode a distance of 149.95 feet to the point of intersection with line 6-7 of said Great Britian Lode;

thence N $46^{\circ}22'45''$ E along said line 6-7 of said Great Britian Lode a distance of 142.56 feet to corner No. 7 of said Great Britian Lode;

thence N $29^{\circ}19'49''$ E along line 7-8 of said Great Britian Lode a distance of 461.80 feet to the point of intersection with said east-west centerline of the NE $\frac{1}{4}$ of said Section 18 and the City of Black Hawk Patented Boundary;

thence N $89^{\circ}32'31''$ E along said east-west centerline of the NE $\frac{1}{4}$ and City of Black Hawk Patented Boundary a distance of 474.24 feet to the point of intersection with line 16-15 of the Gold Tunnel No. 21 Lode, US Mineral Survey No. 4589;

thence S 43° 56' 47" W along said line 16-15 of the Gold Tunnel No. 21 Lode a distance of 81.81 feet to corner No. 15 of the said Gold Tunnel No. 21 Lode;

thence S 46° 21' 54" E along line 15-14 of the said Gold Tunnel No. 21 Lode, a distance of 150.01 feet to corner no. 14 of the said Gold Tunnel No. 21 Lode;

thence N 43° 56' 15" E along line 14-13 of the said Gold Tunnel No. 21 Lode, a distance of 227.88 feet to the point of intersection with the east-west centerline of the NE ¼ of said Section 18 and the City of Black Hawk Patented Boundary;

thence N 89° 32' 31" E along said east-west centerline of the NE ¼ and City of Black Hawk Patented Boundary a distance of 1040.34 feet to the N 1/16th corner of Sections 17 and 18;

thence N 87° 26' 32" E along the east-west centerline of the NW ¼ of said Section 17 a distance of 165.11 feet to the point of intersection with line 3-2 of said East Williams Lode, US Mineral Survey No. 588;

thence S 47° 19' 59" W along said line 3-2 of the East Williams Lode a distance of 204.89 feet to corner No. 2 of said East Williams Lode;

thence S 42° 44' 49" E along line 2-1 of said East Williams Lode a distance of 152.37 feet to corner No. 1 of said East Williams Lode;

thence N 47° 20' 23" E along line 1-4 of said East Williams Lode a distance of 385.62 feet to the point of intersection with said east-west centerline of the NW ¼ of said Section 17 and the City of Black Hawk Patented Boundary;

thence N 87° 26' 32" E along said east-west centerline of the NW ¼ of said Section 17 and City of Black Hawk Patented Boundary a distance of 906.14 feet to the NW 1/16th corner of said Section 17;

thence N 01° 02' 29" W along the north-south centerline of said NW ¼ of said Section 17 and along the City of Black Hawk Patented Boundary a distance of 164.47 feet to the point of intersection with line 1-2 of the Mary Miller Lode, US Mineral Survey No. 969;

thence N 44° 28' 35" E along said line 1-2 of said Mary Miller Lode a distance of 60.92 feet to the point of intersection with said City of Black Hawk Patented Boundary;

thence N 88° 00' 45" E along said City of Black Hawk Patented Boundary a distance of 96.85 feet;

thence N 00° 18' 42" W along said City of Black Hawk Patented Boundary a distance of 91.93 feet to the point of intersection with line 6-5 of the Morgan Placer US Mineral Survey No. 226;

thence S 42° 19' 52" E along said line 6-5 of said Morgan Placer a distance of 92.75 feet to corner No. 5 of said Morgan Placer;

thence S 41° 03' 33" E along Colorado Department of Transportation deed recorded at Reception No. 141956 Gilpin County Records a distance of 12.42 feet to a CDOT 3 ¼ " aluminum cap;

thence S 49° 47' 21" E continuing along said Reception No. 141956 a distance of 43.07 feet to the point of intersection with line 3-4 of said Mary Miller Lode;

thence S 44° 27' 10" W along said line 3-4 of said Mary Miller Lode a distance of 340.78 feet to the north-south centerline of said NW ¼ of said Section 17;

thence S 42° 07' 27" W a distance of 980.96 feet to corner No. 3 of the Little Mattie Lode, US Mineral Survey No. 970;

thence N 45° 33' 27" W along line 3-2 of said Little Mattie Lode a distance of 149.96 feet to corner No. 2 of said Little Mattie Lode;

thence S 44° 28' 40" W along line 2-1 of said Little Mattie Lode a distance of 1499.34 feet to corner No. 1 of said Little Mattie Lode;

thence S 45° 17' 32" E along line 1-4 of said Little Mattie Lode a distance of 149.75 feet to corner No. 4 of said Little Mattie Lode;

thence S 27° 33' 11" E a distance of 938.48 feet to the S 1/16th corner of Sections 17 and 18;

thence N 88° 20' 50" W a distance of 663.62 feet to a point on the easterly edge of Lake Gulch Road, County Road 6;

thence along said easterly edge of said Lake Gulch Road the following 32 courses:

1. N 04° 13' 02" W a distance of 31.99 feet;
2. N 07° 44' 55" W a distance of 32.64 feet;
3. N 18° 09' 05" W a distance of 33.14 feet;
4. N 38° 37' 56" W a distance of 34.32 feet;
5. N 53° 47' 50" W a distance of 29.23 feet;
6. N 75° 08' 14" W a distance of 35.56 feet;
7. N 85° 37' 54" W a distance of 30.90 feet;
8. S 89° 52' 43" W a distance of 27.50 feet;
9. N 87° 06' 51" W a distance of 30.91 feet;
10. N 85° 25' 50" W a distance of 33.32 feet;
11. N 83° 57' 02" W a distance of 32.67 feet;
12. N 82° 55' 20" W a distance of 27.68 feet;
13. N 84° 02' 37" W a distance of 25.81 feet;
14. N 85° 10' 50" W a distance of 29.44 feet;
15. N 85° 57' 08" W a distance of 28.99 feet;

16. N 85° 47' 52" W a distance of 28.17 feet;
17. N 81° 25' 50" W a distance of 28.60 feet;
18. N 76° 41' 49" W a distance of 29.15 feet;
19. N 73° 08' 35" W a distance of 28.55 feet;
20. N 70° 53' 21" W a distance of 28.11 feet;
21. N 69° 40' 34" W a distance of 29.60 feet;
22. N 69° 16' 06" W a distance of 30.58 feet;
23. N 69° 23' 51" W a distance of 31.51 feet;
24. N 69° 00' 03" W a distance of 30.04 feet;
25. N 67° 48' 40" W a distance of 31.55 feet;
26. N 68° 24' 20" W a distance of 27.25 feet;
27. N 62° 37' 03" W a distance of 29.46 feet;
28. N 58° 52' 53" W a distance of 25.03 feet;
29. N 54° 58' 57" W a distance of 28.04 feet;
30. N 57° 56' 49" W a distance of 30.20 feet;
31. N 61° 34' 17" W a distance of 32.80 feet;
32. N 66° 40' 06" W a distance of 25.01 feet to a point on line 1-4 of Washingtons Day Lode, US Mineral Survey 11885;

thence along said line 1-4 N 39° 23' 17" E a distance of 633.47 feet to corner No. 4 of said Washingtons Day Lode;

thence along line 4-3 of said Washingtons Day Lode N 45° 12' 18" W a distance of 150.58 feet to corner No. 3 of said Washingtons Day Lode;

thence N 40° 53' 21" W a distance of 1,096.94 feet;

thence N 47° 01' 18" E a distance of 320.86 feet;

thence N 42° 58' 23" W a distance of 169.95 feet;

thence S 47° 00' 48" W a distance of 314.68 feet;

thence N 40° 53' 21" W a distance of 710.26 feet to the Point of Beginning,

EXCEPT the Denver Lode, US Mineral Survey 745, total parcel containing 100.5 acres gross, 95.35 acres net more or less.

Lake Gulch Whiskey Resort Annexation No.2

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $69^{\circ}30'48''$ E a distance of 3,617.79 feet to the point of intersection of line 3-4 of the Clay County Lode, US Mineral Survey No. 360 with line 4-1 of the Williams Crossing Lode, US Mineral Survey No. 15824 being the Point of Beginning.

Thence S $40^{\circ}53'21''$ E along the City of Black Hawk Boundary a distance of 710.26 feet;

thence N $47^{\circ}00'48''$ E a distance of 314.68 feet;

thence S $42^{\circ}58'23''$ E a distance of 169.95 feet;

thence S $47^{\circ}01'18''$ W a distance of 320.86 feet;

thence S $40^{\circ}53'21''$ E a distance of 1096.94 feet to corner No. 3 of the Washingtons Day Lode, US Mineral Survey 11885;

thence along line 3-2 of said Washingtons Day Lode S $39^{\circ}23'18''$ W a distance of 664.25 feet to a point on the easterly edge of Lake Gulch Road, County Road 6;

thence along said easterly edge the following 42 courses:

1. N $48^{\circ}28'12''$ W a distance of 24.56 feet;
2. N $50^{\circ}23'24''$ W a distance of 26.25 feet;
3. N $53^{\circ}50'43''$ W a distance of 25.59 feet;
4. N $53^{\circ}43'00''$ W a distance of 33.90 feet;
5. N $52^{\circ}37'45''$ W a distance of 28.19 feet;
6. N $51^{\circ}12'12''$ W a distance of 30.55 feet;
7. N $49^{\circ}32'52''$ W a distance of 30.52 feet;
8. N $48^{\circ}21'34''$ W a distance of 28.91 feet;
9. N $47^{\circ}37'34''$ W a distance of 28.24 feet;
10. N $45^{\circ}09'35''$ W a distance of 27.49 feet;
11. N $43^{\circ}31'15''$ W a distance of 28.13 feet;

12. N 42° 12' 45" W a distance of 27.54 feet;
13. N 38° 01' 46" W a distance of 25.88 feet;
14. N 34° 08' 31" W a distance of 30.46 feet;
15. N 37° 44' 53" W a distance of 28.83 feet;
16. N 42° 43' 23" W a distance of 30.25 feet;
17. N 43° 58' 04" W a distance of 27.96 feet;
18. N 45° 20' 47" W a distance of 27.74 feet;
19. N 49° 06' 25" W a distance of 26.55 feet;
20. N 51° 35' 16" W a distance of 26.06 feet;
21. N 59° 58' 24" W a distance of 29.16 feet;
22. N 61° 25' 24" W a distance of 33.52 feet;
23. N 61° 44' 13" W a distance of 33.59 feet;
24. N 59° 21' 59" W a distance of 26.42 feet;
25. N 49° 29' 24" W a distance of 26.70 feet;
26. N 37° 52' 45" W a distance of 31.32 feet;
27. N 30° 56' 40" W a distance of 24.48 feet;
28. N 29° 24' 22" W a distance of 27.32 feet;
29. N 33° 48' 48" W a distance of 27.44 feet;
30. N 38° 52' 14" W a distance of 38.09 feet;
31. N 46° 02' 34" W a distance of 25.97 feet;
32. N 47° 57' 34" W a distance of 35.15 feet;
33. N 47° 25' 27" W a distance of 31.08 feet;
34. N 43° 51' 36" W a distance of 31.28 feet;
35. N 39° 40' 26" W a distance of 30.10 feet;
36. N 41° 30' 58" W a distance of 32.61 feet;
37. N 41° 29' 04" W a distance of 32.31 feet;
38. N 41° 52' 51" W a distance of 35.65 feet;
39. N 42° 17' 50" W a distance of 25.71 feet;

40. N 44° 56' 55" W a distance of 26.51 feet;
41. N 47° 16' 09" W a distance of 32.58 feet;
42. N 44° 25' 34" W a distance of 5.81 feet to the point of intersection with line 4-3 of the
Tariff Lode, US Mineral Survey No. 966;
thence N 47° 01' 18" E along said line 4-3 of said Tariff Lode a distance of 1068.76 feet to
corner No. 3 of said Tariff Lode;
thence N 42° 58' 23" W along line 3-2 of said Tariff Lode a distance of 149.95 feet to corner No.
2 of said Tariff lode;
thence S 47° 00' 48" W along line 2-1 of said Tariff Lode a distance of 367.57 feet to the point of
intersection with line 2-3 of the Williams Lode, US Mineral Survey No. 15824;
thence N 47° 53' 26" W along said line 2-3 of said Williams Lode a distance of 660.81 feet to the
point of intersection with line 6-5 of the East Clay County Lode, US Mineral Survey No. 18776;
thence S 17° 31' 51" W along said line 6-5 of said East Clay County Lode a distance of 88.60
feet to the point of intersection with line 3-2 of the Clay County Lode, US Mineral Survey No.
329A;
thence N 51° 26' 36" W along said line 3-2 of said Clay County Lode a distance of 26.56 feet to
corner No. 4 of said Clay County Lode, US Mineral Survey No. 360;
thence N 52° 11' 23" W along line 4-1 of said Clay County Lode, US Mineral Survey No. 360 a
distance of 114.49 feet to corner No. 2 of said Clay County Lode, US Mineral Survey No. 329A;
thence S 37° 28' 00" W along line 2-1 of said Clay County Lode, US Mineral Survey No. 329A a
distance of 547.96 feet to the point of intersection with line 4-1 of the Clay County Lode, US
Mineral Survey No. 329B;
thence N 54° 01' 59" W along said line 4-1 of the Clay County Lode, US Mineral Survey No.
329B a distance of 109.70 feet to corner No. 1 of said Clay County Lode, US Mineral Survey
No. 329B;
thence S 50° 08' 44" W along line 1-2 of said Clay County Lode, US Mineral Survey No. 329B a
distance of 172.25 feet to the point of intersection with the easterly edge of Lake Gulch Road;
thence along said easterly edge of Lake Gulch Road the following 12 courses:
 1. N 52° 05' 43" W a distance of 4.07 feet;
 2. N 50° 32' 17" W a distance of 30.12 feet;
 3. N 48° 45' 27" W a distance of 31.84 feet;
 4. N 48° 19' 15" W a distance of 29.52 feet;
 5. N 44° 59' 11" W a distance of 32.08 feet;

6. N 38° 27' 56" W a distance of 34.04 feet;
7. N 34° 37' 33" W a distance of 32.85 feet;
8. N 32° 21' 41" W a distance of 28.92 feet;
9. N 30° 53' 34" W a distance of 33.92 feet;
10. N 29° 02' 31" W a distance of 37.67 feet;
11. N 28° 29' 34" W a distance of 25.05 feet;
12. N 28° 12' 54" W a distance of 1.33 feet to the point of intersection with line 1-2 of the Caledonia Lode, US Mineral Survey No. MS 519;

thence N 49° 29' 47" E along said line 1-2 of said Caledonia Lode a distance of 724.79 feet to the point of intersection with line 6-5 of the Golden Gad Lode, US Mineral Survey No. 13048;

thence N 31° 43' 33" W along said line 6-5 of said Golden Gad Lode a distance of 50.45 feet to the point of intersection with the east-west centerline of said NW ¼ of said Section 18 and the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said east-west centerline of the NW ¼ and along the City of Black Hawk Patented Boundary a distance of 258.49 feet to the N 1/16th corner on the north-south centerline of said Section 18;

thence N 89° 32' 31" E along the east-west centerline of the NE ¼ of said Section 18 and along the City of Black Hawk Patented Boundary a distance of 246.17 feet to the point of intersection with line 3-4 of the Clay County Lode, US Mineral Survey No. 360;

thence S 27° 50' 26" W along said line 3-4 of said Clay County Lode a distance of 157.91 feet to the point of intersection with line 4-1 of the Williams Crossing Lode, US Mineral Survey No. 15824, the Point of Beginning, containing 29.21 acres more or less.

Lake Gulch Whiskey Resort Annexation No.3

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 00°14'12" E along the east line of the NE ¼ of said Section 13 a distance of 876.53 feet to the point of intersection with the northerly and easterly edge of Lake Gulch Road, County Road 6. Thence along said northerly and easterly edge of Lake Gulch Road the following 66 courses:

1. S 84° 44' 44" E a distance of 13.72 feet;

2. S 85° 15' 25" E a distance of 35.41 feet;
3. S 84° 42' 28" E a distance of 33.69 feet;
4. S 85° 28' 26" E a distance of 32.03 feet;
5. S 86° 21' 19" E a distance of 31.14 feet;
6. S 87° 13' 04" E a distance of 29.82 feet;
7. S 88° 23' 53" E a distance of 29.18 feet;
8. S 88° 24' 09" E a distance of 34.66 feet;
9. S 88° 22' 11" E a distance of 25.20 feet;
10. S 88° 22' 02" E a distance of 36.97 feet;
11. S 89° 43' 04" E a distance of 35.02 feet;
12. N 88° 16' 44" E a distance of 36.59 feet;
13. N 87° 31' 19" E a distance of 26.26 feet;
14. N 85° 29' 19" E a distance of 27.58 feet;
15. N 84° 48' 46" E a distance of 29.08 feet;
16. N 84° 07' 35" E a distance of 28.85 feet;
17. N 82° 03' 23" E a distance of 28.00 feet;
18. N 78° 58' 54" E a distance of 26.68 feet;
19. N 76° 54' 40" E a distance of 25.60 feet;
20. N 77° 08' 36" E a distance of 25.55 feet;
21. N 78° 10' 02" E a distance of 25.48 feet;
22. N 78° 39' 54" E a distance of 37.64 feet;
23. N 79° 54' 14" E a distance of 26.32 feet;
24. N 80° 28' 29" E a distance of 26.01 feet;
25. N 80° 13' 10" E a distance of 25.64 feet;
26. N 82° 00' 47" E a distance of 25.87 feet;
27. N 83° 11' 19" E a distance of 25.72 feet;
28. N 81° 54' 30" E a distance of 25.51 feet;
29. N 80° 36' 50" E a distance of 36.86 feet;

30. N 77° 53' 04" E a distance of 25.17 feet;
31. N 76° 30' 21" E a distance of 26.42 feet;
32. N 74° 45' 56" E a distance of 26.43 feet;
33. N 73° 10' 29" E a distance of 27.05 feet;
34. N 71° 02' 53" E a distance of 28.52 feet;
35. N 69° 29' 32" E a distance of 29.17 feet;
36. N 68° 02' 26" E a distance of 28.70 feet;
37. N 68° 11' 55" E a distance of 28.34 feet;
38. N 68° 11' 21" E a distance of 28.58 feet;
39. N 70° 17' 29" E a distance of 27.99 feet;
40. N 72° 23' 23" E a distance of 26.42 feet;
41. N 72° 28' 10" E a distance of 26.21 feet;
42. N 68° 41' 24" E a distance of 27.08 feet;
43. N 71° 51' 48" E a distance of 27.85 feet;
44. N 74° 45' 31" E a distance of 27.76 feet;
45. N 75° 42' 50" E a distance of 28.93 feet;
46. N 77° 13' 39" E a distance of 29.52 feet;
47. N 78° 51' 11" E a distance of 28.58 feet;
48. N 78° 32' 38" E a distance of 26.85 feet;
49. N 76° 41' 51" E a distance of 25.03 feet;
50. N 79° 17' 59" E a distance of 29.12 feet;
51. N 78° 11' 27" E a distance of 5.49 feet;
52. N 77° 38' 35" E a distance of 34.79 feet;
53. N 77° 18' 33" E a distance of 34.86 feet;
54. N 76° 11' 24" E a distance of 34.36 feet;
55. N 76° 19' 36" E a distance of 34.21 feet;
56. N 75° 55' 53" E a distance of 32.92 feet;
57. N 75° 45' 56" E a distance of 33.64 feet;

58. N 77° 56' 07" E a distance of 54.90 feet;
59. N 79° 21' 17" E a distance of 32.59 feet;
60. N 79° 51' 30" E a distance of 30.19 feet;
61. N 81° 04' 54" E a distance of 30.69 feet;
62. N 82° 42' 42" E a distance of 26.71 feet;
63. N 85° 59' 16" E a distance of 29.83 feet;
64. N 87° 30' 36" E a distance of 25.59 feet;
65. N 89° 45' 47" E a distance of 26.85 feet;
66. S 89° 47' 40" E a distance of 21.27 feet to the point of intersection with line 3-2 of the St. Anthony Lode, US Mineral Survey No. 19174;

thence N 39° 31' 27" E along said line 3-2 of said St. Anthony Lode a distance of 246.50 feet to the point of intersection with line 1-6 of the Susan-Mary Lode, US Mineral Survey No. 694;

thence S 19° 06' 00" E along said line 1-6 of said Susan-Mary Lode a distance of 35.27 feet to corner No. 6 of said Susan-Mary Lode;

thence N 70° 54' 00" E along line 6-5 of said Susan-Mary Lode a distance of 224.97 feet to the point of intersection with the east-west centerline of the NW 1/4 of said Section 18, the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said east-west centerline and City of Black Hawk Patented Boundary a distance of 553.67 feet to the point of intersection with line 4-3 of the Golden Gad Lode, US Mineral Survey No. 13048;

thence S 49° 45' 10" W along said line 4-3 of said Golden Gad Lode a distance of 340.06 feet to corner No. 3 of said Golden Gad Lode;

thence S 63° 17' 40" W along line 3-2 of said Golden Gad Lode a distance of 259.61 feet to the point of intersection with the easterly edge of Lake Gulch Road;

thence along said easterly edge of Lake Gulch Road the following 178 courses:

79. S 47° 36' 27" E a distance of 20.45 feet;
80. S 37° 01' 46" E a distance of 33.69 feet;
81. S 31° 20' 23" E a distance of 35.62 feet;
82. S 29° 21' 33" E a distance of 35.80 feet;
83. S 28° 33' 24" E a distance of 35.14 feet;
84. S 28° 15' 54" E a distance of 26.48 feet;

85. S 28° 12' 54" E a distance of 25.97 feet;
86. S 28° 29' 34" E a distance of 25.05 feet;
87. S 29° 02' 31" E a distance of 37.67 feet;
88. S 30° 53' 34" E a distance of 33.92 feet;
89. S 32° 21' 41" E a distance of 28.92 feet;
90. S 34° 37' 33" E a distance of 32.85 feet;
91. S 38° 27' 56" E a distance of 34.04 feet;
92. S 44° 59' 11" E a distance of 32.08 feet;
93. S 48° 19' 15" E a distance of 29.52 feet;
94. S 48° 45' 27" E a distance of 31.84 feet;
95. S 50° 32' 17" E a distance of 30.12 feet;
96. S 52° 05' 43" E a distance of 32.15 feet;
97. S 51° 09' 16" E a distance of 29.84 feet;
98. S 51° 16' 35" E a distance of 28.26 feet;
99. S 53° 32' 16" E a distance of 26.81 feet;
100. S 54° 36' 48" E a distance of 27.25 feet;
101. S 54° 32' 13" E a distance of 32.80 feet;
102. S 57° 04' 54" E a distance of 26.24 feet;
103. S 58° 48' 15" E a distance of 27.12 feet;
104. S 58° 36' 20" E a distance of 29.13 feet;
105. S 57° 16' 49" E a distance of 30.45 feet;
106. S 57° 52' 07" E a distance of 29.57 feet;
107. S 57° 47' 48" E a distance of 29.54 feet;
108. S 58° 32' 09" E a distance of 30.64 feet;
109. S 58° 55' 55" E a distance of 31.93 feet;
110. S 60° 47' 03" E a distance of 32.05 feet;
111. S 64° 12' 09" E a distance of 30.05 feet;
112. S 66° 59' 32" E a distance of 31.36 feet;

- 113. S 64° 57' 54" E a distance of 31.74 feet;
- 114. S 66° 27' 41" E a distance of 30.74 feet;
- 115. S 62° 36' 41" E a distance of 31.24 feet;
- 116. S 56° 45' 33" E a distance of 32.71 feet;
- 117. S 52° 10' 05" E a distance of 34.02 feet;
- 118. S 47° 33' 12" E a distance of 35.06 feet;
- 119. S 46° 14' 32" E a distance of 33.54 feet;
- 120. S 46° 05' 49" E a distance of 31.95 feet;
- 121. S 47° 24' 34" E a distance of 33.28 feet;
- 122. S 46° 33' 23" E a distance of 34.15 feet;
- 123. S 45° 20' 14" E a distance of 34.73 feet;
- 124. S 45° 05' 49" E a distance of 33.04 feet;
- 125. S 45° 18' 29" E a distance of 32.28 feet;
- 126. S 44° 25' 34" E a distance of 31.87 feet;
- 127. S 47° 16' 09" E a distance of 32.58 feet;
- 128. S 44° 56' 55" E a distance of 26.51 feet;
- 129. S 42° 17' 50" E a distance of 25.71 feet;
- 130. S 41° 52' 51" E a distance of 35.65 feet;
- 131. S 41° 29' 04" E a distance of 32.31 feet;
- 132. S 41° 30' 58" E a distance of 32.61 feet;
- 133. S 39° 40' 26" E a distance of 30.10 feet;
- 134. S 43° 51' 36" E a distance of 31.28 feet;
- 135. S 47° 25' 27" E a distance of 31.08 feet;
- 136. S 47° 57' 34" E a distance of 35.15 feet;
- 137. S 46° 02' 34" E a distance of 25.97 feet;
- 138. S 38° 52' 14" E a distance of 38.09 feet;
- 139. S 33° 48' 48" E a distance of 27.44 feet;
- 140. S 29° 24' 22" E a distance of 27.32 feet;

141. S 30° 56' 40" E a distance of 24.48 feet;
142. S 37° 52' 45" E a distance of 31.32 feet;
143. S 49° 29' 24" E a distance of 26.70 feet;
144. S 59° 21' 59" E a distance of 26.42 feet;
145. S 61° 44' 13" E a distance of 33.59 feet;
146. S 61° 25' 24" E a distance of 33.52 feet;
147. S 59° 58' 24" E a distance of 29.16 feet;
148. S 51° 35' 16" E a distance of 26.06 feet;
149. S 49° 06' 25" E a distance of 26.55 feet;
150. S 45° 20' 47" E a distance of 27.74 feet;
151. S 43° 58' 04" E a distance of 27.96 feet;
152. S 42° 43' 23" E a distance of 30.25 feet;
153. S 37° 44' 53" E a distance of 28.83 feet;
154. S 34° 08' 31" E a distance of 30.46 feet;
155. S 38° 01' 46" E a distance of 25.88 feet;
156. S 42° 12' 45" E a distance of 27.54 feet;
157. S 43° 31' 15" E a distance of 28.13 feet;
158. S 45° 09' 35" E a distance of 27.49 feet;
159. S 47° 37' 34" E a distance of 28.24 feet;
160. S 48° 21' 34" E a distance of 28.91 feet;
161. S 49° 32' 52" E a distance of 30.52 feet;
162. S 51° 12' 12" E a distance of 30.55 feet;
163. S 52° 37' 45" E a distance of 28.19 feet;
164. S 53° 43' 00" E a distance of 33.90 feet;
165. S 53° 50' 43" E a distance of 25.59 feet;
166. S 50° 23' 24" E a distance of 26.25 feet;
167. S 48° 28' 12" E a distance of 27.86 feet;
168. S 48° 55' 48" E a distance of 29.88 feet;

169. S 51° 44' 53" E a distance of 28.55 feet;
170. S 56° 10' 53" E a distance of 31.14 feet;
171. S 62° 17' 04" E a distance of 31.05 feet;
172. S 66° 41' 03" E a distance of 25.85 feet;
173. S 66° 40' 06" E a distance of 27.06 feet;
174. S 61° 34' 17" E a distance of 32.80 feet;
175. S 57° 56' 49" E a distance of 30.20 feet;
176. S 54° 58' 57" E a distance of 28.04 feet;
177. S 58° 52' 53" E a distance of 25.03 feet;
178. S 62° 37' 03" E a distance of 29.46 feet;
179. S 68° 24' 20" E a distance of 27.25 feet;
180. S 67° 48' 40" E a distance of 31.55 feet;
181. S 69° 00' 03" E a distance of 30.04 feet;
182. S 69° 23' 51" E a distance of 31.51 feet;
183. S 69° 16' 06" E a distance of 30.58 feet;
184. S 69° 40' 34" E a distance of 29.60 feet;
185. S 70° 53' 21" E a distance of 28.11 feet;
186. S 73° 08' 35" E a distance of 28.55 feet;
187. S 76° 41' 49" E a distance of 29.15 feet;
188. S 81° 25' 50" E a distance of 28.60 feet;
189. S 85° 47' 52" E a distance of 28.17 feet;
190. S 85° 57' 08" E a distance of 28.99 feet;
191. S 85° 10' 50" E a distance of 29.44 feet;
192. S 84° 02' 37" E a distance of 25.81 feet;
193. S 82° 55' 20" E a distance of 27.68 feet;
194. S 83° 57' 02" E a distance of 32.67 feet;
195. S 85° 25' 50" E a distance of 33.32 feet;
196. S 87° 06' 51" E a distance of 30.91 feet;

197. N 89° 52' 43" E a distance of 27.50 feet;
198. S 85° 37' 54" E a distance of 30.90 feet;
199. S 75° 08' 14" E a distance of 35.56 feet;
200. S 53° 47' 50" E a distance of 29.23 feet;
201. S 38° 37' 56" E a distance of 34.32 feet;
202. S 18° 09' 05" E a distance of 33.14 feet;
203. S 07° 44' 55" E a distance of 32.64 feet;
204. S 04° 13' 02" E a distance of 31.99 feet;
205. S 00° 41' 58" W a distance of 31.57 feet;
206. S 01° 13' 29" W a distance of 32.44 feet;
207. S 00° 03' 20" E a distance of 32.16 feet;
208. S 02° 47' 46" W a distance of 28.30 feet;
209. S 06° 12' 17" W a distance of 38.26 feet;
210. S 16° 17' 42" W a distance of 37.16 feet;
211. S 24° 29' 21" W a distance of 29.34 feet;
212. S 28° 41' 22" W a distance of 45.06 feet;
213. S 34° 24' 43" W a distance of 30.28 feet;
214. S 40° 01' 56" W a distance of 30.05 feet;
215. S 43° 22' 45" W a distance of 38.41 feet;
216. S 41° 40' 02" W a distance of 34.91 feet;
217. S 37° 13' 45" W a distance of 32.47 feet;
218. S 31° 34' 31" W a distance of 32.66 feet;
219. S 26° 02' 44" W a distance of 35.71 feet;
220. S 24° 24' 12" W a distance of 32.11 feet;
221. S 20° 02' 45" W a distance of 28.30 feet;
222. S 19° 00' 54" W a distance of 35.03 feet;
223. S 15° 53' 59" W a distance of 32.80 feet;
224. S 13° 56' 52" W a distance of 28.35 feet;

- 225. S 13° 41' 03" W a distance of 27.80 feet;
- 226. S 14° 06' 12" W a distance of 47.10 feet;
- 227. S 11° 45' 46" W a distance of 29.86 feet;
- 228. S 13° 18' 52" W a distance of 15.92 feet;
- 229. S 10° 22' 47" W a distance of 30.16 feet;
- 230. S 09° 29' 42" W a distance of 30.12 feet;
- 231. S 11° 50' 43" W a distance of 31.40 feet;
- 232. S 11° 03' 12" W a distance of 31.62 feet;
- 233. S 10° 04' 56" W a distance of 25.34 feet;
- 234. S 11° 08' 36" W a distance of 19.58 feet;
- 235. S 33° 47' 37" E a distance of 7.58 feet;
- 236. S 32° 05' 32" E a distance of 27.59 feet;
- 237. S 44° 08' 01" E a distance of 29.13 feet;
- 238. S 52° 04' 36" E a distance of 27.04 feet;
- 239. S 54° 37' 49" E a distance of 25.73 feet;
- 240. S 54° 46' 58" E a distance of 26.38 feet;
- 241. S 58° 03' 45" E a distance of 30.82 feet;
- 242. S 59° 18' 04" E a distance of 25.17 feet;
- 243. S 63° 19' 05" E a distance of 29.27 feet;
- 244. S 60° 16' 48" E a distance of 30.28 feet;
- 245. S 61° 39' 09" E a distance of 33.01 feet;
- 246. S 61° 28' 38" E a distance of 33.37 feet;
- 247. S 55° 46' 17" E a distance of 29.95 feet;
- 248. S 56° 17' 05" E a distance of 38.86 feet;
- 249. S 51° 45' 51" E a distance of 57.67 feet;
- 250. S 48° 44' 08" E a distance of 91.48 feet;
- 251. S 45° 53' 24" E a distance of 48.20 feet;
- 252. S 43° 37' 26" E a distance of 41.87 feet;

- 253. S 45° 38' 04" E a distance of 24.91 feet;
- 254. S 49° 36' 04" E a distance of 29.00 feet;
- 255. S 53° 53' 44" E a distance of 30.11 feet;
- 256. S 58° 27' 45" E a distance of 15.49 feet to the point of intersection with the south line of the SE ¼ of said Section 18;

thence N 89° 44' 17" W along said south line of said SE ¼ of said Section 18 a distance of 39.68 feet to the point of intersection with the westerly and southerly edge of said Lake Gulch Road;

thence along said westerly and southerly edge of said Lake Gulch Road the following 259 courses:

- 1. N 53° 53' 44" W a distance of 14.21 feet;
- 2. N 49° 36' 04" W a distance of 30.59 feet;
- 3. N 45° 38' 04" W a distance of 26.06 feet;
- 4. N 43° 37' 26" W a distance of 41.82 feet;
- 5. N 45° 53' 24" W a distance of 47.21 feet;
- 6. N 48° 44' 08" W a distance of 90.36 feet;
- 7. N 51° 45' 51" W a distance of 56.22 feet;
- 8. N 56° 17' 05" W a distance of 38.09 feet;
- 9. N 55° 46' 17" W a distance of 28.96 feet;
- 10. N 61° 28' 38" W a distance of 32.24 feet;
- 11. N 61° 39' 09" W a distance of 33.24 feet;
- 12. N 60° 16' 48" W a distance of 29.96 feet;
- 13. N 63° 19' 05" W a distance of 29.46 feet;
- 14. N 59° 18' 04" W a distance of 26.18 feet;
- 15. N 58° 03' 45" W a distance of 31.69 feet;
- 16. N 54° 46' 58" W a distance of 27.04 feet;
- 17. N 54° 37' 49" W a distance of 26.25 feet;
- 18. N 52° 04' 36" W a distance of 29.05 feet;
- 19. N 44° 08' 01" W a distance of 32.98 feet;
- 20. N 32° 05' 32" W a distance of 29.58 feet;

21. N 33° 47' 37" W a distance of 16.35 feet;
22. N 11° 08' 36" E a distance of 28.47 feet;
23. N 10° 04' 56" E a distance of 25.32 feet;
24. N 11° 03' 12" E a distance of 31.96 feet;
25. N 11° 50' 43" E a distance of 31.10 feet;
26. N 09° 29' 42" E a distance of 29.84 feet;
27. N 10° 22' 47" E a distance of 30.89 feet;
28. N 13° 18' 52" E a distance of 16.19 feet;
29. N 11° 45' 46" E a distance of 30.01 feet;
30. N 14° 06' 12" E a distance of 47.47 feet;
31. N 13° 41' 03" E a distance of 27.77 feet;
32. N 13° 56' 52" E a distance of 28.78 feet;
33. N 15° 53' 59" E a distance of 33.77 feet;
34. N 19° 00' 54" E a distance of 35.82 feet;
35. N 20° 02' 45" E a distance of 29.34 feet;
36. N 24° 24' 12" E a distance of 33.26 feet;
37. N 26° 02' 44" E a distance of 37.09 feet;
38. N 31° 34' 31" E a distance of 34.81 feet;
39. N 37° 13' 45" E a distance of 34.41 feet;
40. N 41° 40' 02" E a distance of 36.10 feet;
41. N 43° 22' 45" E a distance of 38.09 feet;
42. N 40° 01' 56" E a distance of 28.32 feet;
43. N 34° 24' 43" E a distance of 28.10 feet;
44. N 28° 41' 22" E a distance of 43.15 feet;
45. N 24° 29' 21" E a distance of 26.96 feet;
46. N 16° 17' 42" E a distance of 33.64 feet;
47. N 06° 12' 17" E a distance of 35.66 feet;
48. N 02° 47' 46" E a distance of 27.09 feet;

49. N 00° 03' 20" W a distance of 31.86 feet;
50. N 01° 13' 29" E a distance of 32.59 feet;
51. N 00° 41' 58" E a distance of 30.52 feet;
52. N 04° 13' 02" W a distance of 30.37 feet;
53. N 07° 44' 55" W a distance of 29.96 feet;
54. N 18° 09' 05" W a distance of 27.17 feet;
55. N 38° 37' 56" W a distance of 27.41 feet;
56. N 53° 47' 50" W a distance of 22.16 feet;
57. N 75° 08' 14" W a distance of 29.40 feet;
58. N 85° 37' 54" W a distance of 28.02 feet;
59. S 89° 52' 43" W a distance of 27.21 feet;
60. N 87° 06' 51" W a distance of 31.81 feet;
61. N 85° 25' 50" W a distance of 33.93 feet;
62. N 83° 57' 02" W a distance of 33.15 feet;
63. N 82° 55' 20" W a distance of 27.67 feet;
64. N 84° 02' 37" W a distance of 25.38 feet;
65. N 85° 10' 50" W a distance of 29.07 feet;
66. N 85° 57' 08" W a distance of 28.87 feet;
67. N 85° 47' 52" W a distance of 29.04 feet;
68. N 81° 25' 50" W a distance of 30.35 feet;
69. N 76° 41' 49" W a distance of 30.74 feet;
70. N 73° 08' 35" W a distance of 29.67 feet;
71. N 70° 53' 21" W a distance of 28.78 feet;
72. N 69° 40' 34" W a distance of 29.91 feet;
73. N 69° 16' 06" W a distance of 30.63 feet;
74. N 69° 23' 51" W a distance of 31.56 feet;
75. N 69° 00' 03" W a distance of 30.35 feet;
76. N 67° 48' 40" W a distance of 31.66 feet;

77. N 68° 24' 20" W a distance of 28.25 feet;
78. N 62° 37' 03" W a distance of 31.29 feet;
79. N 58° 52' 53" W a distance of 26.50 feet;
80. N 54° 58' 57" W a distance of 28.22 feet;
81. N 57° 56' 49" W a distance of 28.94 feet;
82. N 61° 34' 17" W a distance of 31.12 feet;
83. N 66° 40' 06" W a distance of 26.08 feet;
84. N 66° 41' 03" W a distance of 26.69 feet;
85. N 62° 17' 04" W a distance of 33.06 feet;
86. N 56° 10' 53" W a distance of 33.17 feet;
87. N 51° 44' 53" W a distance of 29.94 feet;
88. N 48° 55' 48" W a distance of 30.51 feet;
89. N 48° 28' 12" W a distance of 27.58 feet;
90. N 50° 23' 24" W a distance of 25.21 feet;
91. N 53° 50' 43" W a distance of 24.95 feet;
92. N 53° 43' 00" W a distance of 34.13 feet;
93. N 52° 37' 45" W a distance of 28.67 feet;
94. N 51° 12' 12" W a distance of 31.14 feet;
95. N 49° 32' 52" W a distance of 31.07 feet;
96. N 48° 21' 34" W a distance of 29.28 feet;
97. N 47° 37' 34" W a distance of 28.86 feet;
98. N 45° 09' 35" W a distance of 28.28 feet;
99. N 43° 31' 15" W a distance of 28.69 feet;
100. N 42° 12' 45" W a distance of 28.59 feet;
101. N 38° 01' 46" W a distance of 27.43 feet;
102. N 34° 08' 31" W a distance of 30.52 feet;
103. N 37° 44' 53" W a distance of 27.18 feet;
104. N 42° 43' 23" W a distance of 29.05 feet;

105. N 43° 58' 04" W a distance of 27.46 feet;
106. N 45° 20' 47" W a distance of 26.75 feet;
107. N 49° 06' 25" W a distance of 25.35 feet;
108. N 51° 35' 16" W a distance of 23.97 feet;
109. N 59° 58' 24" W a distance of 27.27 feet;
110. N 61° 25' 24" W a distance of 33.19 feet;
111. N 61° 44' 13" W a distance of 33.99 feet;
112. N 59° 21' 59" W a distance of 28.78 feet;
113. N 49° 29' 24" W a distance of 30.84 feet;
114. N 37° 52' 45" W a distance of 34.89 feet;
115. N 30° 56' 40" W a distance of 26.10 feet;
116. N 29° 24' 22" W a distance of 26.77 feet;
117. N 33° 48' 48" W a distance of 25.62 feet;
118. N 38° 52' 14" W a distance of 35.74 feet;
119. N 46° 02' 34" W a distance of 24.23 feet;
120. N 47° 57' 34" W a distance of 34.89 feet;
121. N 47° 25' 27" W a distance of 31.87 feet;
122. N 43° 51' 36" W a distance of 32.77 feet;
123. N 39° 40' 26" W a distance of 30.55 feet;
124. N 41° 30' 58" W a distance of 32.25 feet;
125. N 41° 29' 04" W a distance of 32.24 feet;
126. N 41° 52' 51" W a distance of 35.49 feet;
127. N 42° 17' 50" W a distance of 25.12 feet;
128. N 44° 56' 55" W a distance of 25.56 feet;
129. N 47° 16' 09" W a distance of 32.68 feet;
130. N 44° 25' 34" W a distance of 32.24 feet;
131. N 45° 18' 29" W a distance of 32.15 feet;
132. N 45° 05' 49" W a distance of 33.03 feet;

133. N 45° 20' 14" W a distance of 34.45 feet;
134. N 46° 33' 23" W a distance of 33.75 feet;
135. N 47° 24' 34" W a distance of 33.36 feet;
136. N 46° 05' 49" W a distance of 32.17 feet;
137. N 46° 14' 32" W a distance of 33.26 feet;
138. N 47° 33' 12" W a distance of 33.92 feet;
139. N 52° 10' 05" W a distance of 32.26 feet;
140. N 56° 45' 33" W a distance of 30.70 feet;
141. N 62° 36' 41" W a distance of 29.38 feet;
142. N 66° 27' 41" W a distance of 30.28 feet;
143. N 64° 57' 54" W a distance of 31.64 feet;
144. N 66° 59' 32" W a distance of 31.51 feet;
145. N 64° 12' 09" W a distance of 31.24 feet;
146. N 60° 47' 03" W a distance of 33.06 feet;
147. N 58° 55' 55" W a distance of 32.37 feet;
148. N 58° 32' 09" W a distance of 30.86 feet;
149. N 57° 47' 48" W a distance of 29.66 feet;
150. N 57° 52' 07" W a distance of 29.67 feet;
151. N 57° 16' 49" W a distance of 30.31 feet;
152. N 58° 36' 20" W a distance of 28.84 feet;
153. N 58° 48' 15" W a distance of 27.42 feet;
154. N 57° 04' 54" W a distance of 27.06 feet;
155. N 54° 32' 13" W a distance of 33.27 feet;
156. N 54° 36' 48" W a distance of 27.44 feet;
157. N 53° 32' 16" W a distance of 27.45 feet;
158. N 51° 16' 35" W a distance of 28.72 feet;
159. N 51° 09' 16" W a distance of 29.69 feet;
160. N 52° 05' 43" W a distance of 32.27 feet;

161. N 50° 32' 17" W a distance of 30.76 feet;
162. N 48° 45' 27" W a distance of 32.27 feet;
163. N 48° 19' 15" W a distance of 30.25 feet;
164. N 44° 59' 11" W a distance of 33.97 feet;
165. N 38° 27' 56" W a distance of 36.03 feet;
166. N 34° 37' 33" W a distance of 34.03 feet;
167. N 32° 21' 41" W a distance of 29.64 feet;
168. N 30° 53' 34" W a distance of 34.55 feet;
169. N 29° 02' 31" W a distance of 38.14 feet;
170. N 28° 29' 34" W a distance of 25.20 feet;
171. N 28° 12' 54" W a distance of 26.03 feet;
172. N 28° 15' 54" W a distance of 26.41 feet;
173. N 28° 33' 24" W a distance of 34.93 feet;
174. N 29° 21' 33" W a distance of 35.27 feet;
175. N 31° 20' 23" W a distance of 34.15 feet;
176. N 37° 01' 46" W a distance of 30.56 feet;
177. N 47° 36' 27" W a distance of 27.50 feet;
178. N 55° 33' 38" W a distance of 30.91 feet;
179. N 61° 36' 30" W a distance of 25.13 feet;
180. N 63° 34' 32" W a distance of 26.32 feet;
181. N 64° 31' 22" W a distance of 25.12 feet;
182. N 67° 22' 05" W a distance of 26.00 feet;
183. N 69° 56' 57" W a distance of 31.66 feet;
184. N 71° 44' 22" W a distance of 26.36 feet;
185. N 73° 18' 40" W a distance of 30.03 feet;
186. N 77° 37' 44" W a distance of 25.62 feet;
187. N 82° 16' 38" W a distance of 26.04 feet;
188. N 88° 32' 40" W a distance of 28.15 feet;

189. S 89° 07' 00" W a distance of 25.28 feet;
190. S 87° 57' 44" W a distance of 28.75 feet;
191. S 89° 11' 41" W a distance of 28.08 feet;
192. S 89° 11' 13" W a distance of 25.02 feet;
193. N 89° 16' 33" W a distance of 25.73 feet;
194. N 89° 47' 40" W a distance of 29.71 feet;
195. S 89° 45' 47" W a distance of 26.33 feet;
196. S 87° 30' 36" W a distance of 24.87 feet;
197. S 85° 59' 16" W a distance of 28.91 feet;
198. S 82° 42' 42" W a distance of 25.77 feet;
199. S 81° 04' 54" W a distance of 30.14 feet;
200. S 79° 51' 30" W a distance of 29.85 feet;
201. S 79° 21' 17" W a distance of 32.22 feet;
202. S 77° 56' 07" W a distance of 54.21 feet;
203. S 75° 45' 56" W a distance of 33.26 feet;
204. S 75° 55' 53" W a distance of 33.03 feet;
205. S 76° 19' 36" W a distance of 34.26 feet;
206. S 76° 11' 24" W a distance of 34.55 feet;
207. S 77° 18' 33" W a distance of 35.14 feet;
208. S 77° 38' 35" W a distance of 34.96 feet;
209. S 78° 11' 27" W a distance of 5.81 feet;
210. S 79° 17' 59" W a distance of 28.84 feet;
211. S 76° 41' 51" W a distance of 24.88 feet;
212. S 78° 32' 38" W a distance of 27.26 feet;
213. S 78° 51' 11" W a distance of 28.33 feet;
214. S 77° 13' 39" W a distance of 28.92 feet;
215. S 75° 42' 50" W a distance of 28.46 feet;
216. S 74° 45' 31" W a distance of 27.02 feet;

- 217. S 71° 51' 48" W a distance of 26.69 feet;
- 218. S 68° 41' 24" W a distance of 27.19 feet;
- 219. S 72° 28' 10" W a distance of 26.92 feet;
- 220. S 72° 23' 23" W a distance of 26.00 feet;
- 221. S 70° 17' 29" W a distance of 27.18 feet;
- 222. S 68° 11' 21" W a distance of 28.17 feet;
- 223. S 68° 11' 55" W a distance of 28.31 feet;
- 224. S 68° 02' 26" W a distance of 28.95 feet;
- 225. S 69° 29' 32" W a distance of 29.75 feet;
- 226. S 71° 02' 53" W a distance of 29.23 feet;
- 227. S 73° 10' 29" W a distance of 27.76 feet;
- 228. S 74° 45' 56" W a distance of 27.07 feet;
- 229. S 76° 30' 21" W a distance of 27.01 feet;
- 230. S 77° 53' 04" W a distance of 25.96 feet;
- 231. S 80° 36' 50" W a distance of 37.64 feet;
- 232. S 81° 54' 30" W a distance of 26.00 feet;
- 233. S 83° 11' 19" W a distance of 25.74 feet;
- 234. S 82° 00' 47" W a distance of 25.30 feet;
- 235. S 80° 13' 10" W a distance of 25.35 feet;
- 236. S 80° 28' 29" W a distance of 25.95 feet;
- 237. S 79° 54' 14" W a distance of 25.97 feet;
- 238. S 78° 39' 54" W a distance of 37.31 feet;
- 239. S 78° 10' 02" W a distance of 25.19 feet;
- 240. S 77° 08' 36" W a distance of 25.31 feet;
- 241. S 76° 54' 40" W a distance of 25.95 feet;
- 242. S 78° 58' 54" W a distance of 27.66 feet;
- 243. S 82° 03' 23" W a distance of 28.99 feet;
- 244. S 84° 07' 35" W a distance of 29.37 feet;

245. S 84° 48' 46" W a distance of 29.34 feet;
 246. S 85° 29' 19" W a distance of 28.10 feet;
 247. S 87° 31' 19" W a distance of 26.80 feet;
 248. S 88° 16' 44" W a distance of 37.12 feet;
 249. N 89° 43' 04" W a distance of 35.66 feet;
 250. N 88° 22' 02" W a distance of 37.23 feet;
 251. N 88° 22' 11" W a distance of 25.20 feet;
 252. N 88° 24' 09" W a distance of 34.65 feet;
 253. N 88° 23' 53" W a distance of 29.41 feet;
 254. N 87° 13' 04" W a distance of 30.21 feet;
 255. N 86° 21' 19" W a distance of 31.47 feet;
 256. N 85° 28' 26" W a distance of 32.34 feet;
 257. N 84° 42' 28" W a distance of 33.73 feet;
 258. N 85° 15' 25" W a distance of 35.41 feet;
 259. N 84° 44' 44" W a distance of 11.88 feet to the point of intersection with the east line of said NE ¼ of said Section 13;
 thence N 00° 14' 12" E along said east line of said NE ¼ of said Section 13 a distance of 22.08 feet to the Point of Beginning containing 8.03 acres more or less.

Lake Gulch Whiskey Resort Annexation No.4

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 77° 17' 58" E a distance of 5,336.50 feet to a point on the easterly edge of Lake Gulch Road, being the Point of Beginning.

Thence S 88° 20' 50" E along the City of Black Hawk Boundary a distance of 663.62 feet to the S 1/16th corner of Sections 17 and 18;

thence S 00° 00' 33" W along the east line of the SE ¼ of said Section 18 a distance of 1312.03 feet to the SE corner of said Section 18;

thence N 89° 44' 17" W along the south line of the SE ¼ of said Section 18 a distance of 387.79 feet to a point on the easterly edge of Lake Gulch Road, County Road 6;

thence along said easterly edge of said Lake Gulch Road the following 32 courses:

1. N 58° 27' 45" W a distance of 15.49 feet;
2. N 53° 53' 44" W a distance of 30.11 feet;
3. N 49° 36' 04" W a distance of 29.00 feet;
4. N 45° 38' 04" W a distance of 24.91 feet;
5. N 43° 37' 26" W a distance of 41.87 feet;
6. N 45° 53' 24" W a distance of 48.20 feet;
7. N 48° 44' 08" W a distance of 91.48 feet;
8. N 51° 45' 51" W a distance of 57.67 feet;
9. N 56° 17' 05" W a distance of 38.86 feet;
10. N 55° 46' 17" W a distance of 29.95 feet;
11. N 61° 28' 38" W a distance of 33.37 feet;
12. N 61° 39' 09" W a distance of 33.01 feet;
13. N 60° 16' 48" W a distance of 30.28 feet;
14. N 63° 19' 05" W a distance of 29.27 feet;
15. N 59° 18' 04" W a distance of 25.17 feet;
16. N 58° 03' 45" W a distance of 30.82 feet;
17. N 54° 46' 58" W a distance of 26.38 feet;
18. N 54° 37' 49" W a distance of 25.73 feet;
19. N 52° 04' 36" W a distance of 27.04 feet;
20. N 44° 08' 01" W a distance of 29.13 feet;
21. N 32° 05' 32" W a distance of 27.59 feet;
22. N 33° 47' 37" W a distance of 7.58 feet;
23. N 11° 08' 36" E a distance of 19.58 feet;
24. N 10° 04' 56" E a distance of 25.34 feet;

25. N 11° 03' 12" E a distance of 31.62 feet;
 26. N 11° 50' 43" E a distance of 31.40 feet;
 27. N 09° 29' 42" E a distance of 30.12 feet;
 28. N 10° 22' 47" E a distance of 30.16 feet;
 29. N 13° 18' 52" E a distance of 15.92 feet;
 30. N 11° 45' 46" E a distance of 29.86 feet;
 31. N 14° 06' 12" E a distance of 47.10 feet;
 32. N 13° 41' 03" E a distance of 24.47 feet to the point of intersection with line 2-3 of the Rickard Lode, US Mineral Survey No. 16283;
- thence N 67° 02' 38" E along said line 2-3 of said Rickard Lode a distance of 945.51 feet to corner No. 3 of said Rickard Lode;
- thence N 23° 02' 09" W along line 3-4 of said Rickard Lode a distance of 150.08 feet to corner No. 4 of said Rickard Lode;
- thence S 67° 01' 09" W along line 4-1 of said Rickard Lode a distance of 153.49 feet to the point of intersection with line 3-4 of the Olivia Lode, US Mineral Survey No. 13916;
- thence S 29° 39' 14" E along said line 3-4 a distance of 131.02 feet to corner No. 4 of said Olivia Lode;
- thence S 60° 16' 49" W along line 4-1 of said Olivia Lode a distance of 150.24 feet to corner No. 1 of said Olivia Lode;
- thence N 29° 41' 13" W along line 1-2 of said Olivia Lode a distance of 148.78 to the point of intersection with said line 4-1 of said Rickard Lode;
- thence S 67° 01' 09" W along said line 4-1 of said Rickard Lode a distance of 497.85 feet to the point of intersection with the easterly line of said Lake Gulch Road;
- thence along said easterly edge of said Lake Gulch Road the following 14 courses:
1. N 31° 34' 31" E a distance of 20.73 feet;
 2. N 37° 13' 45" E a distance of 32.47 feet;
 3. N 41° 40' 02" E a distance of 34.91 feet;
 4. N 43° 22' 45" E a distance of 38.41 feet;
 5. N 40° 01' 56" E a distance of 30.05 feet;
 6. N 34° 24' 43" E a distance of 30.28 feet;
 7. N 28° 41' 22" E a distance of 45.06 feet;

8. N 24° 29' 21" E a distance of 29.34 feet;
9. N 16° 17' 42" E a distance of 37.16 feet;
10. N 06° 12' 17" E a distance of 38.26 feet;
11. N 02° 47' 46" E a distance of 28.30 feet;
12. N 00° 03' 20" W a distance of 32.16 feet;
13. N 01° 13' 29" E a distance of 32.44 feet;
14. N 00° 41' 58" E a distance of 31.57 feet to the Point of Beginning, containing 20.72 acres more or less.

Lake Gulch Whiskey Resort Annexation No.5

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 37° 49' 49" E a distance of 1,154.79 feet to the intersection of line 3-4 of the Annex Lode, US Mineral Survey No. 7799 with the easterly and northerly edge of Lake Gulch Road, County Road 6 being the Point of Beginning.

Thence N 61° 53' 31" E along said line 3-4 of said Annex Lode a distance of 1064.95 feet to the point of intersection with the east-west centerline of the NW ¼ of said Section 18 and the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said east-west centerline of said NW ¼ and City of Black Hawk Patented Boundary a distance of 227.43 feet to the point of intersection with line 1-4 of the St. Anthony Lode, US Mineral Survey No. 19174;

thence S 39° 30' 42" W along said line 1-4 of said St. Anthony Lode a distance of 328.85 feet to the point of intersection with said easterly and northerly edge of Lake Gulch Road;

thence along said easterly and northerly edge of Lake Gulch Road the following 8 courses:

1. S 79° 21' 17" W a distance of 10.12 feet;
2. S 77° 56' 07" W a distance of 54.90 feet;
3. S 75° 45' 56" W a distance of 33.64 feet;
4. S 75° 55' 53" W a distance of 32.92 feet;

5. S 76° 19' 36" W a distance of 34.21 feet;
6. S 76° 11' 24" W a distance of 34.36 feet;
7. S 77° 18' 33" W a distance of 34.86 feet;
8. S 77° 38' 35" W a distance of 27.75 feet to the point of intersection with line 1-2 of the Elizabeth Lode, US Mineral Survey No. 15894;

thence N 39° 23' 46" E along said line 1-2 of said Elizabeth Lode a distance of 249.88 feet to the point of intersection with line 3-2 of the Black Diamond Lode, US Mineral Survey No. 17634;

thence S 63° 58' 12" W along said line 3-2 of said Black Diamond Lode a distance of 827.46 feet to the point of intersection with said easterly and northerly edge of said Lake Gulch Road;

thence along said easterly and northerly edge of said Lake Gulch Road the following 5 courses:

1. S 80° 36' 50" W a distance of 18.54 feet;
2. S 81° 54' 30" W a distance of 25.51 feet;
3. S 83° 11' 19" W a distance of 25.72 feet;
4. S 82° 00' 47" W a distance of 25.87 feet;
5. S 80° 13' 10" W a distance of 22.34 feet to the Point of Beginning containing 2.58 acres more or less.

Lake Gulch Whiskey Resort Annexation No.6

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 20° 56' 43" E a distance of 997.85 feet to the point of intersection of line 3-4 of the Dale Lode, US Mineral Survey No. 13338 with line 2-1 of the Notaway Extension Lode, US Mineral Survey No. 9722 being the Point of Beginning.

thence N 24° 10' 55" E along said line 2-1 of said Notaway Extension Lode a distance of 105.93 feet to the point of intersection with line 1-5 of the Gulch Lode, US Mineral Survey No. 12784;

thence N 36° 25' 58" E along said line 1-5 of said Gulch Lode a distance of 382.53 feet to corner No. 5 of said Gulch Lode;

thence N 52° 39' 02" W along line 5-4 of said Gulch Lode a distance of 83.36 feet to the point of intersection with said Line 2-1 of said Notaway Extension Lode;

thence N 24° 10' 55" E along said Line 2-1 of said Notaway Extension Lode a distance of 36.99 feet to the point of intersection with the east-west centerline of the NW ¼ of said Section 18 and the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said east-west centerline and City of Black Hawk Patented Boundary a distance of 756.52 feet to the point of intersection with line 1-2 of the Annex Lode, US Mineral Survey No. 7799;

thence S 61° 53' 31" W along said line 1-2 of said Annex Lode a distance of 776.77 feet to the point of intersection with line 7-6 of said Dale Lode, US Mineral Survey No. 13338;

thence N 39° 23' 00" E along said line 7-6 of said Dale Lode a distance of 409.81 feet to corner No. 6 of said Dale Lode;

thence N 50° 28' 19" W along line 6-5 of said Dale Lode a distance of 74.00 feet to corner No. 5 of said Dale Lode;

thence N 89° 24' 17" W along line 5-4 of said Dale Lode a distance of 97.24 feet to corner No. 4 of said Dale Lode;

thence S 39° 23' 43" W along line 4-3 of said Dale Lode a distance of 624.77 feet to the Point of Beginning containing 2.35 acres more or less.

Lake Gulch Whiskey Resort Annexation No.7

A parcel of land located in Sections 17 and 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 77° 17' 58" E a distance of 5,336.50 feet to a point on the easterly edge of Lake Gulch Road;

thence S 88° 20' 50" E along the City of Black Hawk Boundary a distance of 663.62 feet to the S 1/16th corner of Sections 17 and 18 being the Point of Beginning.

Thence N 27° 33' 11" W along the City of Black Hawk Boundary a distance of 938.48 feet to corner No. 4 of the Little Mattie Lode, US Mineral Survey No. 970;

thence N 44° 29' 09" E along line 4-3 of said Little Mattie Lode a distance of 1500.03 feet to corner No. 3 of said Little Mattie Lode;

thence N 42° 07' 27" E along the City of Black Hawk Boundary a distance of 980.96 feet to the north-south centerline of the NW ¼ of said Section 17;

thence S 01° 03' 00" E along said north-south centerline of said NW ¼ of said Section 17 a distance of 1273.98 feet to the W 1/16th corner on the east-west centerline of said NW ¼ of Section 17;

thence S 00° 21' 55" E along said north-south centerline of said NW ¼ of said Section 17 a distance of 111.85 feet to the point of intersection with line 1-2 of the Mascot Lode, US Mineral Survey No. 845;

thence S 55° 22' 15" W along said line 1-2 of said Mascot Lode a distance of 100.62 feet to corner No. 2 of said Mascot Lode;

thence S 34° 54' 36" E along line 2-3 of said Mascot Lode a distance of 146.65 feet to the point of intersection with the north-south centerline of the SW ¼ of said Section 17;

thence S 00° 21' 55" E along said north-south centerline of said SW ¼ of said Section 17 a distance of 1034.62 feet to the SW 1/16th corner of said Section 17;

thence S 88° 35' 30" W along the east-west centerline of the SW ¼ of said Section 17 a distance of 1307.15 feet to the S 1/16th corner of Sections 17 and 18, the Point of Beginning containing 63.62 acres more or less.

EXHIBIT C

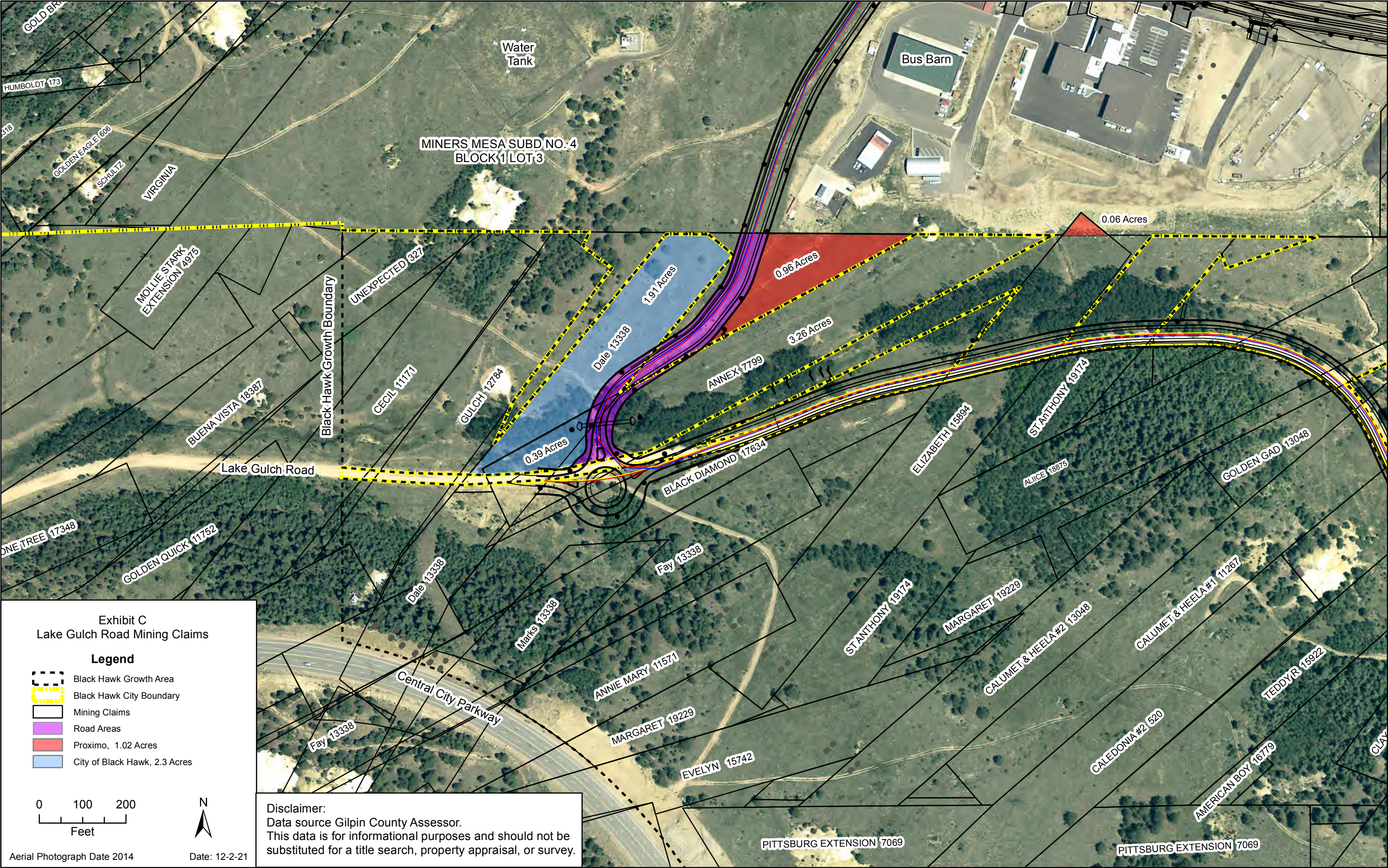


Exhibit C
Lake Gulch Road Mining Claims

- Legend**
- Black Hawk Growth Area
 - Black Hawk City Boundary
 - Mining Claims
 - Road Areas
 - Proximo, 1.02 Acres
 - City of Black Hawk, 2.3 Acres

0 100 200
Feet



Aerial Photograph Date 2014

Date: 12-2-21

Disclaimer:
Data source Gilpin County Assessor.
This data is for informational purposes and should not be
substituted for a title search, property appraisal, or survey.

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

Resolution No. 91-2021

**TITLE: A RESOLUTION MAKING CERTAIN FINDINGS OF FACT
REGARDING THE PROPOSED ANNEXATION OF A
PARCEL OF LAND TO THE CITY OF BLACK HAWK,
COLORADO, KNOWN AS THE LAKE GULCH WHISKEY
RESORT ANNEXATION**

WHEREAS, a Petition in Annexation was filed with the City Clerk on September 21, 2021, requesting the annexation of certain unincorporated territory located in the County of Gilpin, State of Colorado, otherwise known as the Lake Gulch Whiskey Resort Annexation No. 18, and described in the attached **Exhibit A**;

WHEREAS, said Petition in Annexation was forwarded by the City Clerk to the City Council;

WHEREAS, the City Council of the City of Black Hawk, Colorado, by resolution passed on October 13, 2021, found substantial compliance of said Petition with C.R.S. § 31-12-107(1);

WHEREAS, the City Council of the City of Black Hawk, Colorado, conducted a public hearing on December 8, 2021, as required by law to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 to establish eligibility for annexation of that property described in Exhibit A;

WHEREAS, public notice of such public hearing was published once a week for four (4) consecutive weeks and notice by registered mail was given to the Clerk of the Board of County Commissioners, the County Attorney, the school district and to any special district having territory in the area to be annexed as required by law;

WHEREAS, the public hearing on said annexation Petitions was conducted in accordance with the requirements of the law; and

WHEREAS, pursuant to C.R.S. § 31-12-110, the City Council, sitting as the governing body of the City of Black Hawk, Colorado, is required to set forth its findings of fact and its conclusion as to the eligibility for annexation to the City of Black Hawk of the property described in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. With regard to the annexation of the territory described in **Exhibit A**, attached hereto and incorporated herein, the applicable provisions of C.R.S. § 31-12-104 have been met in that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the City; and therefore, because of such contiguity, a community of interest exists between the territory proposed to be annexed and the City; the territory proposed to be annexed is urban or will be urbanized in the near future, and the territory proposed to be annexed is integrated or is capable of being integrated with the City.

Section 2. The applicable provisions of C.R.S. § 32-12-105 have been met in that no land held in identical ownership has been divided or included without written consent of the owner thereof; that no annexation proceedings have been commenced by another municipality; that the annexation will not result in the detachment of area from a school district; that the annexation will not result in the extension of a municipal boundary more than three (3) miles; that the City has in place a plan for said three-mile area; and that in establishing the boundaries of the area to be annexed the entire width of any street or alley is included within the area annexed.

Section 3. An annexation election is not required under C.R.S. § 31-12-107(2) and that no additional terms or conditions are to be imposed upon the area to be annexed other than as contained in the Annexation Agreement, a copy of which is attached hereto and incorporated herein as **Exhibit B**.

Section 4. The Annexation Agreement between the City of Black Hawk and Proximo Distillers, LLC, is hereby approved and the Mayor and City Clerk are authorized and directed to execute the same.

Section 5. The property described in the attached Exhibit A is eligible for annexation to the City of Black Hawk and all requirements of law have been met for such annexation, including the requirements of C.R.S. §§ 31-12-104 and 31-12-105, as amended.

Section 6. An ordinance annexing to the City of Black Hawk that property described in the attached Exhibit A shall be considered by this City Council pursuant to C.R.S. § 31-12-111.

Section 7. Effective Date. This Resolution shall take effect upon adoption by the City Council. However, by operation of C.R.S. § 31-12-113(2), the annexation will not become effective until the City Clerk completes the filings required by statute.

RESOLVED AND PASSED this 8th day of December, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

EXHIBIT A

Lake Gulch Whiskey Resort Annexation No. 18

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $55^{\circ}10'45''$ E a distance of 2,029.15 feet to the point of intersection of line 4-1 of the St. Anthony Lode, US Mineral Survey No. 19174 with the northerly edge of Lake Gulch Road, County Road No. 6, being the Point of Beginning.

Thence N $39^{\circ}30'42''$ E along said line 4-1 of said St. Anthony Lode a distance of 328.85 feet to the point of intersection with the south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 18, being also the City of Black Hawk Patented Boundary;

thence S $89^{\circ}38'09''$ E along said south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 18 a distance of 145.22 feet to the point of intersection with line 1-6 of the Susan-Mary Lode, US Mineral Survey No. 694;

thence S $19^{\circ}06'00''$ E along said line 1-6 of said Susan-Mary Lode a distance of 44.24 feet to the point of intersection with line 2-3 of said St. Anthony Lode;

thence S $39^{\circ}31'27''$ W along said line 2-3 of said St. Anthony Lode a distance of 246.50 feet to said northerly edge of Lake Gulch Road;

thence along said northerly edge of Lake Gulch Road the following 8 courses:

1. N $89^{\circ}47'40''$ W a distance of 21.27 feet;
2. S $89^{\circ}45'47''$ W a distance of 26.85 feet;
3. S $87^{\circ}30'36''$ W a distance of 25.59 feet;
4. S $85^{\circ}59'16''$ W a distance of 29.83 feet;
5. S $82^{\circ}42'42''$ W a distance of 26.71 feet;
6. S $81^{\circ}04'54''$ W a distance of 30.69 feet;
7. S $79^{\circ}51'30''$ W a distance of 30.19 feet;
8. S $79^{\circ}21'17''$ W a distance of 22.47 feet to the Point of Beginning, containing 1.04 Acres, more or less.

Exhibit B

Annexation Agreement

**COMBINED ANNEXATION AGREEMENT REGARDING THE SO-CALLED
"BULGE" PROPERTY AND FIRST AMENDMENT TO PREVIOUS ANNEXATION
AGREEMENT BETWEEN THE CITY AND PROXIMO DISTILLERS, LLC**

THIS COMBINED ANNEXATION AGREEMENT REGARDING THE SO-CALLED "BULGE" PROPERTY AND FIRST AMENDMENT TO PREVIOUS ANNEXATION AGREEMENT (collectively this "Agreement") is made and entered into as of the ____ day of _____, 2021 by and between PROXIMO DISTILLERS, LLC (hereinafter referred to as the "Property Owner"), and the CITY OF BLACK HAWK, a home rule municipal corporation of the State of Colorado (hereinafter referred to as the "City" and, collectively with the Property Owner, as the "Parties").

A. The Property Owner is the owner of certain real property (the "Property") situated in the County of Gilpin, State of Colorado, which Property is described in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. The Property Owner desires to have the Property annexed to the City.

C. In addition, the Parties have previously entered into that Annexation Agreement dated March 17, 2020 and recorded in the public records of Gilpin County on April 14, 2020 as Reception Number 165905 (the "Previous Annexation Agreement") regarding the property more particularly described in **Exhibit B**, attached hereto, and incorporated herein by this reference, by which the City annexed other property owned by the Property Owner, and the Parties desire to amend the provisions of the Previous Annexation Agreement only as more particularly described in Section 4.c. of this Agreement. All other provisions of this Agreement solely relate to the annexation of the Property.

D. The City wishes to annex the Property in a series of annexations, and zone the Property into the City, and shall consider the annexation petitions and zoning application for the Property upon the condition that this Agreement is approved by the City and is executed by the City and the Property Owner.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the City and the Property Owner hereby agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.

2. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by the Property Owner upon annexation and initial development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the City of Black Hawk Zoning Ordinance and Subdivision Regulations, as amended, any and all state statutes, and the City of Black Hawk Home Rule Charter and the ordinances of the City.

3. Definitions. As used in this Agreement, the following terms shall have the meanings indicated:

a. *Annexation Ordinance(s)*. An ordinance or ordinances of the City annexing the Property, or any portion thereof, to the City.

b. *Effective Date of Annexation*. As set forth in Section 5 hereof.

c. *Legal Challenge*. For purposes of this Agreement, either of the following will constitute a Legal Challenge: (i) any third party commences any legal proceeding, request for reconsideration pursuant to C.R.S. § 31-12-116, or other action that directly or indirectly challenges (A) this Agreement or (B) the annexation and/or initial zoning of the Property; or (ii) any third party submits a petition for a referendum or other challenge seeking to reverse or nullify any such ordinances or actions.

d. *Zoning Ordinance*. An ordinance or ordinances zoning the Property, or any portion thereof.

4. Zoning and Development.

a. Zoning. The Property Owner is entering into this Agreement and is undertaking the obligations imposed upon the Property Owner herein in reliance upon the City's adoption of certain ordinances annexing the Property into the City and the taking of the following additional actions more particularly described in Section 4.b. regarding the permitted development of the Property.

b. Permitted Development. All development of the Property shall be conducted in accordance with this Agreement, City ordinances and regulations, and applicable state and federal law and regulations. The Property Owner specifically agrees that the design, improvement, construction, development, and use of the Property shall be in conformance with, and that the Property Owner shall comply with, all City ordinances and resolutions, including, without limitation, ordinances and resolutions pertaining to annexation, subdivision, zoning, storm drainage, utilities, and flood control. The City shall allow and permit the development of the Property upon submission of proper application and payment of fees imposed by City ordinances and regulations. In the case of conflict between City ordinances and regulations and the terms of this Agreement, this Agreement shall control. Specifically, the Parties agree that all development of the Property shall be conducted in accordance with the Lake Gulch Whiskey Resort Planned Unit Development Amendment 1 (the "PUD Amendment 1"), approved by the City by ordinance concurrently with the approval of the annexation of the Property and this Agreement.

c. Application to Previous Annexation Agreement. The City and Property Owner specifically agree that the PUD Amendment 1 is and shall be the zoning applicable to the Previous Annexation Agreement, and the PUD Amendment 1 is and shall be deemed an amendment to the Previous Annexation Agreement.

5. Effective Date of Annexation. The annexation of the Property to the City shall become effective upon the filing of the Annexation Ordinance(s) and map(s) with the Clerk & Recorder of Gilpin County, Colorado, pursuant to C.R.S. § 31-12-113(2). The City shall make such filing upon the last to occur of the following, and not otherwise:

- a. Final approval of the Annexation Ordinance(s);
 - b. Final approval of the Zoning Ordinance; and
 - c. Expiration of the time for a Legal Challenge to the Annexation Ordinance(s) or the Zoning Ordinance.
6. City Fees.
- a. Administrative Fee. The Property Owner hereby agrees to pay the City the actual cost plus fifteen percent (15%) to defray the administrative and review expenses of the City, and for planning, engineering, surveying, and legal services rendered in connection with the review of the annexation of the Property, which costs shall be the City's reasonable and documented actual costs, not including any costs incurred before January 3, 2020, and which will be invoiced to the Property Owner on a monthly basis by the City Manager. In addition, the Property Owner shall reimburse the City for the actual cost of making corrections or additions to the official City Map, with a fee for recording such map, if necessary, and accompanying documents with the Clerk & Recorder of Gilpin County, Colorado.
 - b. Impact Fees/Cash in Lieu of Land Dedication. The City as an inducement to the annexation of the Property hereby waives the imposition of the City's Parking Impact Fee otherwise required by Article VI of Chapter 4 of the Black Hawk Municipal Code, and further waives the imposition of the Fire and Police Protection Impact Fee otherwise required by Article VII of Chapter 4 of the Black Hawk Municipal Code.
 - c. Enforcement; Amendment. The City may withhold any plat approval or withhold the issuance of any permits for construction or occupancy for failure to pay City fees as provided herein. All fees recited in this Agreement shall be subject to amendment by the City Council by ordinance so long as any amendment is City-wide and generally applicable. Any amendment to such fees shall be incorporated into this Agreement as if originally set forth herein.
7. Summary Exhibit Depicting Land Exchange. The Parties agree that **Exhibit C**, attached hereto and incorporated herein by this reference, depicts the land exchange more particularly described in Section 8.
8. Land Exchange. The City and the Property Owner completed a property exchange whereby the City granted to the Property Owner a portion of the Dale Lode and a portion of the Annex Lode, and the Property Owner granted to the City a portion of Government Lot 122 and a portion of the Elizabeth Lode. This property exchange is in lieu of and satisfies any open space dedication requirement which the City could otherwise have made a condition of annexation or subdivision of the Property.
9. Dedication of Property for Miners Road and Lake Gulch Road. In addition to the obligations set forth in the Previous Annexation Agreement, Property Owner agrees to dedicate to the City all road right-of-way in fee simple, plus necessary permanent easements, and, if necessary,

temporary construction easements to accomplish the construction of both the Miners Road Extension Nos. 1 and 2 and Lake Gulch Road to serve the project as contemplated by the approved PUD Amendment 1. Such road right-of-way and necessary permanent easements shall be conveyed by separate document upon request of the City, and Property Owner further agrees to provide the temporary construction easements on Property Owner's property if necessary to allow the construction of Miners Road and Lake Gulch Road. Such temporary easements may be necessary, for example, if the City is the entity causing construction of the roads across the Property Owner's property.

10. Utilities.

a. Water Service. Upon annexation, the City shall provide municipal domestic water service to the Property in accordance with the uses authorized by the City's approval of the PUD Amendment 1 and the water service needs of such uses at full build-out of such PUD.

b. Sewer Service. The Property Owner shall be required to apply to the Black Hawk-Central City Sanitation District (the "Sanitation District") for inclusion into the Sanitation District's service area and corresponding service by the Sanitation District in accordance with the Rules, Regulations, and Resolutions in effect for the entire Sanitation District at the time of subdivision application.

c. Water Tap and System Development Fees. Based on the proposed uses for the Property in accordance with the PUD Amendment 1, the Property Owner shall require an appropriately sized water tap and the construction of water infrastructure to serve the Property consistent with the provisions of Section 10.c. of the Previous Annexation Agreement, which provisions are incorporated herein by reference.

d. Undergrounding of Utilities. The Property Owner shall be obligated to construct underground all utilities constructed pursuant to this Agreement and necessary to serve the Property.

e. Easements. The Property Owner agrees to dedicate to the City by plat all utility easements within the Property and elsewhere as necessary to provide for the location of water distribution, collection, and transmission lines and related facilities.

11. Other Terms and Condition of Annexation.

a. Exclusion from Timberline Fire Protection District. The Parties acknowledge that the Property Owner has commenced proceedings to exclude the Property, as well as the "Property" as defined in the Previous Annexation Agreement, from the boundaries of the Timberline Fire Protection District ("TFPD"), and TFPD has scheduled a hearing to consider such exclusion.

b. ESTIP Rebate. The City will rebate to the Property Owner twenty-five percent (25%) of taxes collected on the Property under the Enhanced Sales Tax Incentive Program for the purpose of assisting the Property Owner in operation of shuttle service to bring

guests to and from the Property to shuttle stops located in the City, should the Property Owner elect to operate such service at any time.

c. Use Tax Rebates. The provisions of section 11(b) of the Previous Annexation Agreement shall be read to include the Property in addition to the "Property" as defined in the Previous Annexation Agreement.

d. Participation Agreements. The provisions of section 11(e) of the Previous Annexation Agreement are incorporated herein by reference.

e. Further Cooperation. The provisions of section 11(g) of the Previous Annexation Agreement are incorporated herein by reference.

12. Vested Rights.

a. Waiver. The Property Owner waives any prior vested property rights acquired in Gilpin County so long as the Property remains annexed into the City.

b. Vested Rights Created. Consistent with the purpose of this Agreement, the Parties hereby agree that the Annexation and Zoning Ordinances shall constitute a "site specific development plan" as defined in C.R.S. §24-68-102(4); that certain rights shall be vested property rights as provided in this Agreement; and that the Property Owner and its designated successors and assigns shall have a vested property right to undertake and complete development and use of the Property as provided in this Agreement. The rights and obligations under this Agreement shall vest in the Property Owner and its designated successors and assigns as benefits and burdens to the land and shall run with title to the land.

c. Rights That are Vested. Only the rights that are identified herein shall constitute vested property rights under this Agreement. These rights are as follows:

- i. The right to be protected against the City initiating any zoning action to reduce the zoning entitlements granted upon annexation of the Property as more particularly described in Section 4;
- ii. The right to develop the Property and engage in land uses in the manner and to the extent set forth on the terms and conditions set forth herein;
- iii. The right to continue and complete development of the Property with conditions, standards, dedications, and requirements that are no more onerous than those then being imposed by the City on other developers within the City's municipal boundaries on a reasonably uniform and consistent basis, except to the extent such conditions, standards, dedications, and requirements conflict with the terms and conditions of this Agreement, in which event this Agreement shall control;
- iv. The right to be protected against the City approving a special or metropolitan taxing district that includes within its boundaries all or any portion of the Property, without the written consent of the Property Owner first being obtained in each instance,

except that this provision shall not apply if the boundaries of the taxing district include the entire municipal boundaries of the City and if the creation of such a taxing district is approved by the entire electorate of the City; and

- v. The City will support the Property Owner's establishment of a metropolitan district, implementation of a public improvement fee, and/or application for any state or federal incentive programs, including, but not limited to, private activity bonds.

- d. Term of Vested Rights. The rights identified in this Section shall continue and have a duration until three (3) years after the date hereof and shall be applicable not just to the Property but also to the "Property" as defined in the Previous Annexation Agreement. Extension of this period of vesting may be granted by the City in its sole discretion, upon request of the Property Owner or its designated successors and assigns.

- e. Compliance with General Regulations. The establishment of the rights vested under this Agreement shall not preclude the application of City regulations of general applicability including, but not limited to, building, fire, plumbing, engineering, electrical, and mechanical codes, or the application of regional, state, or federal regulations, as all of the foregoing exist on the date of this Agreement or may be enacted or amended after the date hereof, except as otherwise provided herein. The Property Owner does not waive its rights to oppose adoption of any such regulations and shall expressly not be obligated to annex into or otherwise submit to the authority of any local improvement districts.

13. Remedies.

- a. The Property Owner's remedies against the City for the City's breach of this Agreement include: (i) breach of contract claims; and (ii) specific performance of the non-legislative obligations of the City as set forth herein.

- b. The City's remedies against the Property Owner for the Property Owner's breach of this Agreement include:

- i. The refusal to issue any building permit or certificate of occupancy;
- ii. A demand that the security given for the completion of the public improvements be paid or honored; and
- iii. Any other remedy available at law, with the exception of specific performance to compel the Property Owner to develop, construct, maintain, or operate all or any portion of the Lake Gulch Whiskey Resort, or damages for the Property Owner's failure to do so, to the extent that the Property Owner determines in its sole discretion that such development, construction, maintenance, or operation is not commercially practicable.

- c. Rights to Cure. Should any Party fail to comply with the terms of this Agreement, the other Party or Parties shall give written notice of breach or default and a period of thirty (30) days after receipt of said notice in which to cure any such breach or default; provided,

however, if the breach or default is not reasonably susceptible of cure within such thirty (30) day period, there shall be given an additional period of time as may be reasonably necessary to complete the cure provided that the breaching or defaulting Party commences to cure the breach or default within such thirty (30) day period and thereafter diligently pursue the same to completion. Should the breaching or defaulting Party fail to cure any such breach or default, the other Party or Parties shall have the right to pursue all equitable remedies.

14. Authority of the City. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the City's legislative, governmental, or police powers to promote and protect the health, safety, and general welfare of the City or its inhabitants; nor shall this Agreement prohibit the enactment by the City of any tax or fee that is of uniform or general application, all in conformance with Colorado Revised Statutes.

15. Force Majeure – Development Restrictions or Delays. In the event of the unavailability of water and sewer taps necessary for the development and use of the Property as contemplated herein, or in the event of the imposition of any moratorium or other ordinance or action by the City or any other governmental or quasi-governmental authority that materially prevents or delays development or use of the Property, the Property Owner's obligations hereunder to pay fees or to construct or convey to the City improvements shall be suspended for a period of time equal to the time period in which such described events either delay or prevent development or use of the Property. The term "material" as used herein means the inability of the Property Owner to obtain plat approval, building permits, or certificates of occupancy.

16. Construction of Public Streets. As specified and limited by Section 9 of this Agreement and the Previous Annexation Agreement, the Property Owner agrees to design, construct, pave, improve, and provide signage, lighting (or conduit to support future construction of lighting to be decided at the time of approval of the subdivision and/or site development plan of the Property), and signalization for all public streets and other public ways within or adjacent to the Property in accordance with City ordinances and resolutions and other applicable standards except as modified pursuant to the approval of the PUD Amendment 1, subject to any reimbursement which may be provided for in such ordinances, resolutions, and standards, and to make such other improvements as required by City ordinances and resolutions, to guarantee construction of all required improvements. If requested by the City, the Property Owner agrees to enter into an agreement reasonably satisfactory to the Property Owner pertaining to such improvements and other matters prior to any development of the Property.

17. Severability. The Parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.

18. Municipal Services. The City agrees to make available to the Property all of the usual municipal services in accordance with the ordinances and policies of the City. The Property

Owner acknowledges that City services do not include, as of the date of the execution of this Agreement, sanitary sewer services, which are provided by the Sanitation District.

19. Amendments. This Agreement may be amended by the City and the Property Owner. Such amendments shall be in writing, shall be recorded with the Clerk & Recorder of Gilpin County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the Property subject to the amendment unless otherwise specified in the amendment. Except as otherwise provided herein, this Agreement shall not be amended unless approved in writing by all Parties.

20. Entire Agreement. This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties.

21. Indemnification. The Property Owner agrees to indemnify and hold harmless the City and the City's officers, employees, agents, and contractors from and against all liability, claims, and demands, including attorneys' fees and court costs, that arise out of action by the City in order to enforce this Agreement, with the exception of enforcement of this Agreement against the Property Owner if the Property Owner substantially prevails. The Property Owner further agrees to investigate, handle, respond to, provide defense for and defend against or, at the City's option, to pay the reasonable and documented attorneys' fees for defense counsel of the City's choice for, any such liability, claims, or demands.

22. Assignment. As used in this Agreement, the term "Property Owner" shall include any of the heirs, transferees, successors or assigns of the Property Owner, and all such parties shall have the right to enforce this Agreement, and shall be subject to the terms of this Agreement, as if they were the original parties thereto.

23. Effect of City Ordinances and Resolutions. As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any City ordinance, resolution, or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, or policy, and the Parties agree that such amendments or revisions shall be binding upon the Property Owner.

24. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, transferees, successors, and assigns of each Party, and shall constitute covenants running with the land. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction. In the event this Agreement is terminated as permitted herein, and the Property is not annexed, the City agrees to execute a sufficient release for recording.

25. Legislative Discretion. The Property Owner acknowledges that the annexation and zoning of the Property are subject to the legislative discretion of the City Council of the City of Black Hawk. No assurances of annexation or zoning have been made or relied upon by the Property Owner. In the event that, in the exercise of its legislative discretion, any action with respect to the Property herein contemplated is not taken, then the sole and exclusive remedy for the breach hereof accompanied by the exercise of such discretion, shall be the withdrawal of the

petition for annexation by the Property Owner, or disconnection from the City in accordance with state law, as may be appropriate.

26. Business Discretion. Notwithstanding anything to the contrary set forth in this Agreement, neither this Agreement nor any other documents provided by any Party in connection with the annexation or zoning of the Property shall be deemed to create any obligation of the Property Owner to commence or continue the development, construction, maintenance, or operation of the Property or to conduct any other activities on the Property, and the Property Owner shall be entitled to terminate such activities in its sole discretion at any time.

27. Recordation of Agreement. This Agreement shall be recorded with the Clerk & Recorder of Gilpin County, Colorado, at the Property Owner's expense, shall run with the land, and shall be binding upon and shall inure to the benefit of the heirs, successors, and permitted assigns of the Parties.

28. Effective Date. This Agreement shall be effective and binding upon the Parties immediately upon execution by all of the Parties.

29. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should any Party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Gilpin County, Colorado.

30. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective on the earlier of actual receipt or seventy-two (72) hours after deposit in the United States Mail with the proper address as set forth below. Any Party by notice so given may change the address to which future notices shall be sent.

To the City:

Stephen N. Cole, City Manager
P. O. Box 68
Black Hawk, CO 80422

With copy to:

Corey Y. Hoffmann, Esq.
Hoffmann, Parker, Wilson & Carberry, P.C.
511 16th Street, Suite 610
Denver, CO 80202

To the Property Owner:

Proximo Distillers, LLC
Attn: Dean Mades, General Counsel
3 Second Street, Suite 1101
Jersey City, NJ 07302

With copy to:

Frascona, Joiner, Goodman & Greenstein, P.C.
Attn: Harmon Zuckerman, Esq.
4750 Table Mesa Drive

Boulder, CO 80305

31. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement have set their hands and seals the day and year first written above.

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

PROXIMO DISTILLERS, LLC

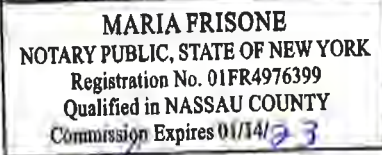
By: Michael J. Keger

STATE OF New York)
COUNTY OF NASSAU) ss.

The above and foregoing signature of Michael J. Keger was subscribed and sworn to before me this 7th day of December, 2021.

Witness my hand and official seal.

My commission expires: 1/14/2023



Maria Frisone
Notary Public

EXHIBIT A

Legal Description of the Property

Lake Gulch Whiskey Resort Annexation No. 8

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S $68^{\circ}57'51''$ E a distance of 5,143.78 feet to a point of intersection of the easterly right-of-way of the Central City Parkway with line 2-3 of the Rickard Lode, US Mineral Survey No. 16283, being the Point of Beginning.

thence along said line 2-3 of the said Rickard Lode N $67^{\circ}02'38''$ E a distance of 151.48 feet to the point of intersection with the westerly edge of Lake Gulch Road, County Road 6;

Thence along said westerly edge of Lake Gulch Road the following 29 courses:

1. S $13^{\circ}41'03''$ W a distance of 8.03 feet;
2. S $14^{\circ}06'12''$ W a distance of 47.47 feet;
3. S $11^{\circ}45'46''$ W a distance of 30.01 feet;
4. S $13^{\circ}18'52''$ W a distance of 16.19 feet;
5. S $10^{\circ}22'47''$ W a distance of 30.89 feet;
6. S $09^{\circ}29'42''$ W a distance of 29.84 feet;
7. S $11^{\circ}50'43''$ W a distance of 31.10 feet;
8. S $11^{\circ}03'12''$ W a distance of 31.96 feet;
9. S $10^{\circ}04'56''$ W a distance of 25.32 feet;
10. S $11^{\circ}08'36''$ W a distance of 28.47 feet;
11. S $32^{\circ}41'53''$ E a distance of 45.93 feet;
12. S $44^{\circ}08'01''$ E a distance of 32.98 feet;
13. S $52^{\circ}04'36''$ E a distance of 29.05 feet;
14. S $54^{\circ}42'27''$ E a distance of 53.29 feet;
15. S $58^{\circ}03'45''$ E a distance of 31.69 feet;

16. S 59° 18' 04" E a distance of 26.18 feet;
17. S 63° 19' 05" E a distance of 29.46 feet;
18. S 60° 16' 48" E a distance of 29.96 feet;
19. S 61° 39' 09" E a distance of 33.24 feet;
20. S 61° 28' 38" E a distance of 32.24 feet;
21. S 55° 46' 17" E a distance of 28.96 feet;
22. S 56° 17' 05" E a distance of 38.09 feet;
23. S 51° 45' 51" E a distance of 56.22 feet;
24. S 48° 44' 08" E a distance of 90.36 feet;
25. S 45° 53' 24" E a distance of 47.21 feet;
26. S 43° 37' 26" E a distance of 41.82 feet;
27. S 45° 38' 04" E a distance of 26.06 feet;
28. S 49° 36' 04" E a distance of 30.59 feet;

29. S 53° 53' 44" E a distance of 14.21 feet to the point of intersection with the south line of the southeast 1/4 of Section 18;

thence N 89° 44' 17" W along said southeast 1/4 of Section 18 a distance of 269.81 feet to the easterly right-of-way of Central City Parkway;

Thence along said easterly right-of-way of the Central City Parkway the following 4 (four) courses:

1. along a non-tangent curve concave to the southwest having a central angle of 23° 07' 24", a radius of 760.00 feet, an arc distance of 306.72 feet and a chord bearing N 36° 26' 18" W a chord distance of 304.64 feet;
2. N 48° 00' 00" W a distance of 77.39 feet;
3. along a curve concave to the northwest, having a central angle of 48° 00' 00", a radius of 400.00 feet, an arc distance of 335.10 feet;
4. thence N 00° 00' 00" E a distance of 60.75 feet to the Point of Beginning, containing 2.17 acres more or less.

Lake Gulch Whiskey Resort Annexation No. 9

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S $70^{\circ}40'20''$ E a distance of 5,087.72 feet to a point of intersection of the easterly Right-of-Way line of the Central City Parkway with line 4-1 of the Rickard Lode, US Mineral Survey No. 16283, being the Point of Beginning.

Thence along said Easterly Right-of-Way line the following 2 courses:

1. N $00^{\circ}00'00''$ E, a distance of 96.07 feet to a point of curvature;
2. 24.98 feet along the arc of a curve to the left, with a radius of 760.00 feet, a central angle of $01^{\circ}53'01''$, and whose chord bears N $00^{\circ}56'30''$ W, a chord distance of 24.98 feet to the point of intersection with line 4-3 of the Pine Tree Lode, Mineral Survey No. 5080;

Thence N $45^{\circ}54'58''$ E along said line 4-3 of said Pine Tree Lode, a distance of 92.12 feet to corner no. 3 of the said Pine Tree Lode;

Thence N $44^{\circ}01'46''$ W along line 3-2 of the said Pine Tree Lode, a distance of 125.48 feet to a point of non-tangent curvature being a point on said Easterly Right-of-Way line of the Central City Parkway;

Thence along said Easterly Right-of-Way line the following 3 courses:

1. 583.79 feet along the arc of a curve to the left, with a radius of 760.00 feet, a central angle of $44^{\circ}00'41''$, an arc distance of 583.79 feet and whose chord bears N $35^{\circ}39'01''$ W, a chord distance of 569.54 feet;
2. N $57^{\circ}39'21''$ W a distance of 123.98 feet to the point of intersection with line 1-4 of the Washingtons Day Lode, Mineral Survey No. 11885;
3. N $39^{\circ}23'17''$ E, along said line 1-4 of said Washingtons Day Lode a distance of 48.50 feet to a point on the Southerly edge of Lake Gulch Road, County Road 6;

Thence along the said Southerly and Westerly edges of Lake Gulch Road the following 49 courses:

1. S $66^{\circ}41'03''$ E, a distance of 4.28 feet;
2. S $66^{\circ}40'06''$ E, a distance of 26.08 feet;
3. S $61^{\circ}34'17''$ E, a distance of 31.12 feet;
4. S $57^{\circ}56'49''$ E, a distance of 28.94 feet;
5. S $54^{\circ}58'57''$ E, a distance of 28.22 feet;
6. S $58^{\circ}52'53''$ E, a distance of 26.50 feet;
7. S $62^{\circ}37'03''$ E, a distance of 31.29 feet;

8. S 68° 24' 20" E, a distance of 28.25 feet;
9. S 67° 48' 40" E, a distance of 31.66 feet;
10. S 69° 00' 03" E, a distance of 30.35 feet;
11. S 69° 23' 51" E, a distance of 31.56 feet;
12. S 69° 16' 06" E, a distance of 30.63 feet;
13. S 69° 40' 34" E, a distance of 29.91 feet;
14. S 70° 53' 21" E, a distance of 28.78 feet;
15. S 73° 08' 35" E, a distance of 29.67 feet;
16. S 76° 41' 49" E, a distance of 30.74 feet;
17. S 81° 25' 50" E, a distance of 30.35 feet;
18. S 85° 47' 52" E, a distance of 29.04 feet;
19. S 85° 57' 08" E, a distance of 28.87 feet;
20. S 85° 10' 50" E, a distance of 29.07 feet;
21. S 84° 02' 37" E, a distance of 25.38 feet;
22. S 82° 55' 20" E, a distance of 27.67 feet;
23. S 83° 57' 02" E, a distance of 33.15 feet;
24. S 85° 25' 50" E, a distance of 33.93 feet;
25. S 87° 06' 51" E, a distance of 31.81 feet;
26. N 89° 52' 43" E, a distance of 27.21 feet;
27. S 85° 37' 54" E, a distance of 28.02 feet;
28. S 75° 08' 14" E, a distance of 29.40 feet;
29. S 53° 47' 50" E, a distance of 22.16 feet;
30. S 38° 37' 56" E, a distance of 27.41 feet;
31. S 18° 09' 05" E, a distance of 27.17 feet;
32. S 07° 44' 55" E, a distance of 29.96 feet;
33. S 04° 13' 02" E, a distance of 30.37 feet;
34. S 00° 41' 58" W, a distance of 17.64 feet;
35. S 00° 41' 58" W, a distance of 12.88 feet;

36. S 01° 13' 29" W, a distance of 32.59 feet;
 37. S 00° 03' 20" E, a distance of 31.86 feet;
 38. S 02° 47' 46" W, a distance of 27.09 feet;
 39. S 06° 12' 17" W, a distance of 35.66 feet;
 40. S 16° 17' 42" W, a distance of 33.64 feet;
 41. S 24° 29' 21" W, a distance of 26.96 feet;
 42. S 28° 41' 22" W, a distance of 43.15 feet;
 43. S 34° 24' 43" W, a distance of 28.10 feet;
 44. S 40° 01' 56" W, a distance of 28.32 feet;
 45. S 43° 22' 45" W, a distance of 38.09 feet;
 46. S 41° 40' 02" W, a distance of 36.10 feet;
 47. S 37° 13' 45" W, a distance of 34.41 feet;
 48. S 31° 34' 31" W, a distance of 34.81 feet;
 49. S 26° 02' 44" W, a distance of 15.85 feet to the point of intersection with said line 4-1 of the Rickard Lode;
- Thence S 67° 01' 09" W along said line 4-1 of said Rickard Lode, a distance of 222.82 feet to the Point of Beginning, containing 5.96 acres more or less.

Lake Gulch Whiskey Resort Annexation No. 10

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 62° 11' 51" E a distance of 1,552.51 feet to the point of intersection of the easterly right-of-way of the Central City Parkway with line 4-3 of the Success Lode, US Mineral Survey No. 5280, being the Point of Beginning.

Thence N 85° 47' 47" E along said line 4-3 of said Success Lode a distance of 219.43 feet to the point of intersection with line 3-4 of the Meeker Lode, US Mineral Survey No. 769;

thence N 72° 25' 55" E along said line 3-4 of said Meeker Lode a distance of 198.36 feet to corner No. 4 of said Meeker Lode;

thence S 08° 09' 30" E along line 4-5 of said Meeker Lode a distance of 45.96 feet to the point of intersection with said line 4-3 of said Success Lode;

thence N 85° 47' 47" E along said line 4-3 of said Success Lode a distance of 422.83 feet to corner No. 3 of said Success lode;

thence N 62° 22' 36" E a distance of 991.81 feet to corner No. 4 of the Tariff Lode, US Mineral Survey No. 966;

thence N 47° 01' 18" E along line 4-3 of said Tariff Lode a distance of 409.50 feet to the southwesterly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of said Lake Gulch Road the following 48 courses:

1. S 44° 25' 34" E a distance of 6.91 feet;
2. S 47° 16' 09" E a distance of 32.68 feet;
3. S 44° 56' 55" E a distance of 25.56 feet;
4. S 42° 17' 50" E a distance of 25.12 feet;
5. S 41° 52' 51" E a distance of 35.49 feet;
6. S 41° 29' 04" E a distance of 32.24 feet;
7. S 41° 30' 58" E a distance of 32.25 feet;
8. S 39° 40' 26" E a distance of 30.55 feet;
9. S 43° 51' 36" E a distance of 32.77 feet;
10. S 47° 25' 27" E a distance of 31.87 feet;
11. S 47° 57' 34" E a distance of 34.89 feet;
12. S 46° 02' 34" E a distance of 24.23 feet;
13. S 38° 52' 14" E a distance of 35.74 feet;
14. S 33° 48' 48" E a distance of 25.62 feet;
15. S 29° 24' 22" E a distance of 26.77 feet;
16. S 30° 56' 40" E a distance of 26.10 feet;
17. S 37° 52' 45" E a distance of 34.89 feet;
18. S 49° 29' 24" E a distance of 30.84 feet;
19. S 59° 21' 59" E a distance of 28.78 feet;

20. S 61° 44' 13" E a distance of 33.99 feet;
21. S 61° 25' 24" E a distance of 33.19 feet;
22. S 59° 58' 24" E a distance of 27.27 feet;
23. S 51° 35' 16" E a distance of 23.97 feet;
24. S 49° 06' 25" E a distance of 25.35 feet;
25. S 45° 20' 47" E a distance of 26.75 feet;
26. S 43° 58' 04" E a distance of 27.46 feet;
27. S 42° 43' 23" E a distance of 29.05 feet;
28. S 37° 44' 53" E a distance of 27.18 feet;
29. S 34° 08' 31" E a distance of 30.52 feet;
30. S 38° 01' 46" E a distance of 27.43 feet;
31. S 42° 12' 45" E a distance of 28.59 feet;
32. S 43° 31' 15" E a distance of 28.69 feet;
33. S 45° 09' 35" E a distance of 28.28 feet;
34. S 47° 37' 34" E a distance of 28.86 feet;
35. S 48° 21' 34" E a distance of 29.28 feet;
36. S 49° 32' 52" E a distance of 31.07 feet;
37. S 51° 12' 12" E a distance of 31.14 feet;
38. S 52° 37' 45" E a distance of 28.67 feet;
39. S 53° 43' 00" E a distance of 34.13 feet;
40. S 53° 50' 43" E a distance of 24.95 feet;
41. S 50° 23' 24" E a distance of 25.21 feet;
42. S 48° 28' 12" E a distance of 25.02 feet;
43. S 48° 28' 12" E a distance of 2.56 feet;
44. S 48° 55' 48" E a distance of 30.51 feet;
45. S 51° 44' 53" E a distance of 29.94 feet;
46. S 56° 10' 53" E a distance of 33.17 feet;
47. S 62° 17' 04" E a distance of 33.06 feet;

48. S 66° 41' 03" E a distance of 22.40 feet to the point of intersection with line 4-1 of the Washingtons Day Lode, US Mineral Survey No. 11885;

thence S 39° 23' 17" W along said line 4-1 of said Washingtons Day Lode a distance of 48.50 feet to the point of intersection with the northerly right-of-way line of the Central City Parkway;

thence N 57° 39' 21" W along said northerly right-of-way line a distance of 507.58 feet to the beginning of a curve concave to the south having a central angle of 07° 27' 51", having a radius of 760.00 feet, an arc distance of 99.01 feet to the point of intersection with line 3-2 of the Justice Lode US Mineral Survey No. 394;

thence N 41° 55' 05" E along said line 3-2 of said Justice Lode a distance of 81.00 feet to corner No. 2 of said Justice Lode;

thence N 47° 50' 35" W along line 2-1 of said Justice Lode a distance of 100.27 feet to corner No. 1 of said Justice Lode;

thence S 41° 56' 29" W along line 1-4 of said Justice Lode a distance of 120.12 feet to the point of intersection with the said northerly right-of-way line of said Central City Parkway;

thence along said northerly right-of-way line along a non-tangent curve being concave to the south having a central angle of 33° 40' 01", a radius of 760.00 feet, an arc distance of 446.57 feet, a chord bearing of S 89° 58' 01" W and a chord distance of 439.34 feet;

thence S 73° 06' 01" W continuing along said northerly right-of-way a distance of 1305.67 feet to the beginning of a curve being concave to the north having a central angle of 63° 50' 42", having a radius of 650.00 feet, to the point of intersection with said line 4-3 of the Success Lode, US Mineral Survey No. 5280, the Point of Beginning, containing 17.24 acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 11

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 72° 51' 36" E a distance of 2,275.62 feet to corner No. 1 of the Caledonia Lode, US Mineral Survey No. 519, being the Point of Beginning.

Thence N 49° 29' 47" E along line 1-2 of said Caledonia Lode a distance of 318.07 feet to the point of intersection with the southwesterly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of Lake Gulch Road the following 10 courses:

1. S 28° 29' 34" E a distance of 21.80 feet;
2. S 29° 02' 31" E a distance of 38.14 feet;
3. S 30° 53' 34" E a distance of 34.55 feet;
4. S 32° 21' 41" E a distance of 29.64 feet;
5. S 34° 37' 33" E a distance of 34.03 feet;
6. S 38° 27' 56" E a distance of 36.03 feet;
7. S 44° 59' 11" E a distance of 33.97 feet;
8. S 48° 19' 15" E a distance of 30.25 feet;
9. S 48° 45' 27" E a distance of 32.27 feet;
10. S 50° 32' 17" E a distance of 30.35 feet to the point of intersection with line 1-2 of the Clay County Lode, US Mineral Survey No. 329B;

thence S 50° 08' 44" W along said line 1-2 of said Clay County Lode a distance of 159.20 feet to corner No. 2 of said Clay County Lode;

thence S 58° 08' 12" E along line 2-3 of said Clay County Lode a distance of 188.25 feet to the point of intersection with line 2-1 of the Clay County Lode, US Mineral Survey No. 329A;

thence S 37° 28' 00" W along said line 2-1 of said Clay County Lode a distance of 623.18 feet to corner No. 1 of said Clay County Lode, US Mineral Survey No. 329A;

thence S 52° 39' 32" E along line 1-4 of said Clay County Lode a distance of 151.05 feet to corner No. 4 of said Clay County Lode;

thence N 37° 26' 41" E along line 4-3 of said Clay County Lode a distance of 389.56 feet to corner No. 4 of the East Clay County Lode, US Mineral Survey No. 18776;

thence N 89° 56' 08" E along line 4-3 of said East Clay County Lode and its extension thereof a distance of 190.48 feet to the point of intersection with line 6-5 of the Blow Out Lode, US Mineral Survey No. 18776;

thence S 36° 04' 17" W along said line 6-5 of said Blow Out Lode a distance of 20.54 feet to corner No. 5 of said Blow Out Lode;

thence S 89° 57' 28" E along line 5-4 of said Blow Out Lode a distance of 184.33 feet to corner No. 4 of said Blow Out Lode;

thence N 36° 08' 54" E along line 4-3 of said Blow Out Lode a distance of 103.56 feet to corner No. 4 of the Great Britian Lode, US Mineral Survey No. 18776;

thence S 89° 57' 40" E along line 4-5 of said Great Britian Lode a distance of 186.34 feet to corner No. 5 of said Great Britian Lode;

thence N 36° 07' 10" E along line 5-6 of said Great Britian Lode a distance of 1.36 feet to the point of intersection with said southwesterly edge of Lake Gulch Road, County Road 6;

thence S 46° 05' 49" E along said southwesterly edge of Lake Gulch Road a distance of 12.22 feet;

thence S 47° 24' 34" E along said southwesterly edge of Lake Gulch Road a distance of 33.36 feet;

thence S 46° 33' 23" E along said southwesterly edge of Lake Gulch Road a distance of 8.79 feet to the point of intersection with line 2-1 of the Tariff Lode, US Mineral Survey No. 966;

thence S 47° 00' 48" W along said line 2-1 of said Tariff Lode a distance of 403.36 feet to corner No. 1 of said Tariff Lode;

thence S 42° 58' 42" E along line 1-4 of said Tariff Lode a distance of 149.74 feet to corner No. 4 of said Tariff Lode;

thence S 62° 22' 36" W a distance of 991.81 feet to corner No. 3 of the Success Lode, US Mineral Survey No. 5280;

thence N 04° 16' 10" W along line 3-2 of said Success Lode a distance of 150.04 feet to corner No. 2 of said Success Lode;

thence S 85° 49' 05" W along line 2-1 of said Success Lode a distance of 476.25 feet;

thence N 46° 11' 59" E a distance of 716.62 feet to corner No. 3 of the Pittburg Ext. Lode, US Mineral Survey No. 7069;

thence N 00° 25' 37" W along line 3-2 of said Pittburg Ext. Lode a distance of 150.29 feet to corner No. 2 of said Pittburg Ext. Lode;

thence S 89° 18' 06" W along line 2-1 of said Pittsburg Ext. Lode a distance of 499.53 feet to the point of intersection with line 3-4 of the Calendonia No. 2 Lode, US Mineral Survey No. 520;

thence N 48° 54' 18" E along said line 3-4 of said Calendonia No. 2 Lode a distance of 705.54 feet to corner No. 4 of said Caledonia Lode, US Mineral Survey No. 519;

thence N 40° 18' 18" W along line 4-1 of said Caledonia Lode a distance of 150.08 feet to the Point of Beginning, containing 20.37 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 12

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00° 14' 12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 69° 53' 37" E a distance of 1,225.66 feet to the point of intersection of line 3-4 of the Caledonia Lode No. 2, US Mineral Survey No. 520 with the northeasterly right-of-line of the Central City Parkway, being the Point of Beginning.

Thence N 48° 54' 04" E along said line 3-4 of said Caledonia No. 2 Lode a distance of 549.87 feet to the point of intersection with line 4-3 of the Pittsburg Ext, Lode, US Mineral Survey No. 7069;

thence N 89° 18' 45" E along said line 3-4 of said Pittsburg Ext. Lode a distance of 675.26 feet to corner No. 3 of said Pittsburg Ext. Lode;

thence S 46° 11' 59" W a distance of 716.62 feet to the point of intersection with line 2-1 of the Success Lode, US Mineral Survey No. 5280;

thence S 85° 49' 05" W along said line 2-1 of said Success Lode a distance of 459.86 feet of the point of intersection with said northeasterly right-of-line of the Central City Parkway;

thence N 35° 24' 20" W along said northeasterly right-of-line of the Central City Parkway a distance of 196.28 feet to the Point of Beginning, containing 7.66 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 13

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears

N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 87° 12' 22" E a distance of 4,688.84 feet to corner No. 3 of the Washingtons Day Lode, US Mineral Survey No. 11885, being the Point of Beginning.

thence along said line 3-4 of the said Washingtons Day Lode S 45° 12' 88" E a distance of 150.58 feet to

corner No. 4 of said Washingtons Day Lode;

thence along line 4-1 of said Washingtons Day Lode S 39° 23' 17"W a distance of 633.47 feet to the point of intersection with the northeasterly edge of Lake Gulch Road, County Road 6;

Thence along said northeasterly edge of Lake Gulch Road the following 7 courses:

1. N 66° 40' 06" W a distance of 2.05 feet;
2. N 66° 41' 03" W a distance of 25.85 feet;
3. N 62° 17' 04" W a distance of 31.05 feet;
4. N 56° 10' 53" W a distance of 31.14 feet;
5. N 51° 44' 53" W a distance of 28.55 feet;
6. N 48° 55' 48" W a distance of 29.88 feet;
7. N 48° 28' 12" W a distance of 3.30 feet to the point of intersection with line 2-3 of said Washingtons Day Lode;

thence N 39° 23' 18" E along said line 2-3 of said Washingtons Day lode a distance of 664.25 feet to the Point of Beginning, containing 2.25 acres more or less.

Lake Gulch Whiskey Resort Annexation No. 14

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 30° 07' 02" E a distance of 580.34 feet to the point of intersection of line 1-2 of the Black Diamond Lode, US Mineral Survey No. 17634 with line 2-3 of the Fay Lode, US Mineral Survey No. 13338 being the Point of Beginning.

thence N 26° 04' 04" W along said line 1-2 of said Black Diamond Lode a distance of 80.46 feet to the point of intersection with line 1-7 of the Dale Lode, US Mineral Survey No. 13338;

thence N 26° 54' 00" E along said line 1-7 of said Dale Lode a distance of 4.46 feet to corner No. 7 of said Dale Lode;

thence N 39° 29' 28" E along line 7-6 of said Dale Lode a distance of 160.32 feet to line 2-3 of said Black Diamond Lode;

thence N 63° 58' 12" E along said line 2-3 of said Black Diamond Lode a distance of 446.58 feet to the point of intersection with the southerly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of Lake Gulch Road the following 34 courses:

1. N 83° 11' 19" E a distance of 23.36 feet;
2. N 81° 54' 30" E a distance of 26.00 feet;
3. N 80° 36' 50" E a distance of 37.64 feet;
4. N 77° 53' 04" E a distance of 25.96 feet;
5. N 76° 30' 21" E a distance of 27.01 feet;
6. N 74° 45' 56" E a distance of 27.07 feet;
7. N 73° 10' 29" E a distance of 27.76 feet;
8. N 71° 02' 53" E a distance of 29.23 feet;
9. N 69° 29' 32" E a distance of 29.75 feet;
10. N 68° 02' 26" E a distance of 28.95 feet;
11. N 68° 11' 55" E a distance of 28.31 feet;
12. N 68° 11' 21" E a distance of 28.17 feet;
13. N 70° 17' 29" E a distance of 27.18 feet;
14. N 72° 23' 23" E a distance of 26.00 feet;
15. N 72° 28' 10" E a distance of 26.92 feet;
16. N 68° 41' 24" E a distance of 27.19 feet;
17. N 71° 51' 48" E a distance of 26.69 feet;
18. N 74° 45' 31" E a distance of 27.02 feet;
19. N 75° 42' 50" E a distance of 28.46 feet;
20. N 77° 13' 39" E a distance of 28.92 feet;
21. N 78° 51' 11" E a distance of 28.33 feet;
22. N 78° 32' 38" E a distance of 27.26 feet;

23. N 76° 41' 51" E a distance of 24.88 feet;
24. N 79° 17' 59" E a distance of 14.47 feet;
25. N 79° 17' 59" E a distance of 14.37 feet;
26. N 78° 11' 27" E a distance of 5.81 feet;
27. N 77° 38' 35" E a distance of 7.14 feet;
28. N 77° 38' 35" E a distance of 27.82 feet;
29. N 77° 18' 33" E a distance of 35.14 feet;
30. N 76° 11' 24" E a distance of 34.55 feet;
31. N 76° 19' 36" E a distance of 34.26 feet;
32. N 75° 55' 53" E a distance of 33.03 feet;
33. N 75° 45' 56" E a distance of 33.26 feet;
34. N 77° 56' 07" E a distance of 37.18 feet to the point of intersection with line 1-4 of the St. Anthony Lode, US Mineral Survey No. 19174;

thence S 39° 30' 42" W along said line 1-4 of said St. Anthony Lode a distance of 392.10 feet to the point of intersection with line 3-4 of the Alice Lode, US Mineral Survey No. 18785;

thence N 63° 23' 00" E along said line 3-4 of said Alice Lode a distance of 371.35 feet to the point of intersection with line 3-2 of said St. Anthony Lode;

Thence N 39° 31' 27" E along said line 3-2 of said St, Anthony Lode a distance of 210.07 feet to the point of intersection with said southerly edge of Lake Gulch Road, County Road 6;

thence along said southwesterly edge of Lake Gulch Road the following 18 courses:

1. S 89° 47' 40" E a distance of 26.55 feet;
2. S 89° 16' 33" E a distance of 25.73 feet;
3. N 89° 11' 13" E a distance of 25.02 feet;
4. N 89° 11' 41" E a distance of 28.08 feet;
5. N 87° 57' 44" E a distance of 28.75 feet;
6. N 89° 07' 00" E a distance of 25.28 feet;
7. S 88° 32' 40" E a distance of 28.15 feet;
8. S 82° 16' 38" E a distance of 26.04 feet;
9. S 77° 37' 44" E a distance of 25.62 feet;
10. S 73° 18' 40" E a distance of 30.03 feet;

11. S 71° 44' 22" E a distance of 26.36 feet;
 12. S 69° 56' 57" E a distance of 31.66 feet;
 13. S 67° 22' 05" E a distance of 26.00 feet;
 14. S 64° 31' 22" E a distance of 25.12 feet;
 15. S 63° 34' 32" E a distance of 26.32 feet;
 16. S 61° 36' 30" E a distance of 25.13 feet;
 17. S 55° 33' 38" E a distance of 30.91 feet;
 18. S 47° 36' 27" E a distance of 0.69 feet to the point of intersection with line 3-2 of the Golden Gad Lode, US Mineral Survey No. 13048;
- thence S 63° 17' 40" W along said line 3-2 of said Golden Gad Lode a distance of 722.08 feet to corner No. 2 of said Golden Gad Lode;
- thence S 31° 40' 56" E along line 2-1 of said Golden Gad Lode a distance of 95.57 feet to the point of intersection with line 2-1 of the Calumet and Hecla No. 2 Lode, US Mineral Survey No. 13048;
- thence S 48° 55' 49" W along said line 2-1 of said Calumet and Hecla Lode a distance of 61.79 feet to the point of intersection with line 3-4 of the Margaret Lode, US Mineral Survey No. 19229;
- thence N 21° 01' 44" W along said line 3-4 of said Margaret Lode a distance of 114.04 feet to corner No. 4 of said Margaret Lode;
- thence S 69° 01' 22" W along line 4-1 of said Margaret Lode a distance of 186.95 feet to the point of intersection with line 3-2 of said St. Anthony Lode;
- thence N 39° 31' 27" E along said line 3-2 of said St. Anthony Lode a distance of 73.31 feet to the point of intersection with line 1-2 of said Alice Lode;
- thence S 63° 22' 25" W along said line 1-2 of said Alice Lode a distance of 53.94 feet to corner No. 2 of said Alice Lode;
- thence N 26° 45' 28" W along line 2-3 of said Alice Lode a distance of 140.24 feet to the point of intersection with said line 1-4 of said St. Anthony Lode;
- thence S 39° 30' 42" W along said line 1-4 of said St. Anthony Lode a distance of 345.75 feet to the point of intersection with said line 4-1 of said Margaret Lode;
- thence S 69° 01' 22" W along said line 4-1 of said Margaret Lode a distance of 16.29 feet to the point of intersection with line 3-4 of said Elizabeth Lode;
- thence S 39° 23' 48" W along said line 3-4 of said Elizabeth Lode a distance of 272.15 feet to corner No. 4 of said Elizabeth Lode;

thence N 50° 27' 18" W along line 4-1 of said Elizabeth Lode a distance of 148.43 feet to the point of intersection with line 4-3 of the Annie Mary Lode, US Mineral Survey No. 11571;

thence N 62° 32' 35" E along line 4-3 of said Annie Mary Lode a distance of 221.31 feet to corner No. 3 of said Annie Mary Lode;

thence N 27° 32' 41" W along line 3-2 of said Annie Mary Lode a distance of 149.99 feet to corner No. 2 of said Annie Mary Lode;

thence S 62° 32' 35" W along line 2-1 of said Annie Mary Lode a distance of 607.56 feet to the point of intersection with the northeasterly right-of-way of the Central City Parkway;

thence along a non-tangent curve concave to the southwest an arc distance of 13.72 feet, a delta angle of 00° 44' 55", having a radius of 1050.00 feet, and whose long chord bears N 62° 43' 25" W a distance of 13.72 feet to the point of intersection with line 5-4 of the Marks Lode, US Mineral Survey No. 13338;

thence N 44° 35' 21" E along said line 5-4 of said Marks Lode a distance of 80.14 feet to the point of intersection with line 1-4 of the Fay Lode, US Mineral Survey No. 13338;

thence N 60° 43' 32" E along said line 1-4 of said Fay Lode a distance of 714.47 feet to corner No. 4 of said Fay Lode;

thence N 29° 20' 48" W along line 4-3 of said Fay Lode a distance of 150.66 feet to corner No. 3 of said Fay Lode;

thence S 60° 42' 01" W along line 3-2 of said Fay Lode a distance of 442.61 feet to the point of intersection with line 4-3 of the Marks Lode, US Mineral Survey No. 13338;

thence S 86° 28' 49" W along said line 4-3 of said Marks Lode a distance of 122.51 feet to corner No. 3 of said Marks Lode;

thence S 44° 22' 49" W along line 3-2 of said Marks Lode a distance of 189.62 feet to the point of intersection with line 4-1 of said Black Diamond Lode;

thence S 60° 42' 01" W along said line 4-1 of said Black Diamond Lode a distance of 120.71 feet to the Point of Beginning, containing 11.43 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 15

The Little Mattie Lode, US Mineral Survey No. 970 in Sections 17&18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this

description; thence S 87° 15' 37" E a distance of 5,334.83 feet to corner No. 1 of said Little Mattie Lode, being the Point of Beginning.

Thence N 44° 28' 40" E along line 1-2 of said Little Mattie Lode a distance of 1499.34 feet to corner No. 2 of said Little Mattie Lode;

thence S 45° 33' 27" E along line 2-3 of said Little Mattie Lode a distance of 149.96 feet to corner No. 3 of said Little Mattie Lode;

thence S 44° 29' 09" W along line 3-4 of said Little Mattie Lode a distance of 1500.03 feet to corner No. 4 of said Little Mattie Lode;

thence N 45° 17' 32" W along line 4-1 of said Little Mattie Lode a distance of 149.75 feet to the Point of Beginning, containing 5.16 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 16

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00° 14' 12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 74° 53' 25" E a distance of 4,804.55 feet to corner No. 14 of the Gold Tunnel No. 21 Lode, US Mineral Survey No. 4589, being the Point of Beginning.

Thence N 46° 21' 54" W along line 14-15 of said Gold Tunnel No. 21 Lode a distance of 150.01 feet to corner No. 15 of said Gold Tunnel No. 21 Lode;

thence N 43° 56' 51" E along line 15-16 of said Gold Tunnel No. 21 Lode a distance of 81.81 feet to the south line of the NE 1/4 of the NE 1/4 of said Section 18, being also the City of Black Hawk Patented Boundary;

thence N 89° 32' 31" E along said south line of the NE 1/4 of the NE 1/4 of said Section 18 and the City of Black Hawk Patented Boundary a distance of 209.92 feet to the point of intersection with line 13-14 of said Gold Tunnel No. 21 Lode;

thence S 43° 56' 09" W along said line 13-14 of said Gold Tunnel No. 21 Lode a distance of 227.88 feet to the Point of Beginning, containing 0.53 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 17

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears

N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 41° 36' 06" E a distance of 1,242.54 feet to the point of intersection of line 2-3 of the Black Diamond Lode, US Mineral Survey No. 17634 with the northerly edge of Lake Gulch Road, County Road No. 6, being the Point of Beginning.

Thence N 63° 58' 12" E along said line 2-3 of said Black Diamond Lode a distance of 827.46 feet to the point of intersection with line 2-1 of the Elizabeth Lode, US Mineral Survey No. 15894;

thence S 39° 23' 46" W along said line 2-1 of said Elizabeth Lode a distance of 249.88 feet to the point intersection with the northerly edge of said Lake Gulch Road;

thence along said northerly edge of said Lake Gulch Road the following 24 courses:

1. S 77° 38' 35" W a distance of 7.04 feet;
2. S 78° 11' 27" W a distance of 5.49 feet;
3. S 79° 17' 59" W a distance of 29.12 feet;
4. S 76° 41' 51" W a distance of 25.03 feet;
5. S 78° 32' 38" W a distance of 26.85 feet;
6. S 78° 51' 11" W a distance of 28.58 feet;
7. S 77° 13' 39" W a distance of 29.52 feet;
8. S 75° 42' 50" W a distance of 28.93 feet;
9. S 74° 45' 31" W a distance of 27.76 feet;
10. S 71° 51' 48" W a distance of 27.85 feet;
11. S 68° 41' 24" W a distance of 27.08 feet;
12. S 72° 28' 10" W a distance of 26.21 feet;
13. S 72° 23' 23" W a distance of 26.42 feet;
14. S 70° 17' 29" W a distance of 27.99 feet;
15. S 68° 11' 21" W a distance of 28.57 feet;
16. S 68° 11' 55" W a distance of 28.34 feet;
17. S 68° 02' 26" W a distance of 28.70 feet;
18. S 69° 29' 32" W a distance of 29.17 feet;
19. S 71° 02' 53" W a distance of 28.52 feet;

20. S 73° 10' 29" W a distance of 27.05 feet;
21. S 74° 45' 56" W a distance of 26.43 feet;
22. S 76° 30' 21" W a distance of 26.42 feet;
23. S 77° 53' 04" W a distance of 25.17 feet;
24. S 80° 36' 50" W a distance of 18.32 feet to the Point of Beginning, containing 0.93 Acres, more or less.

Lake Gulch Whiskey Resort Annexation No. 18

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00° 14' 12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 55° 10' 45" E a distance of 2,029.15 feet to the point of intersection of line 4-1 of the St. Anthony Lode, US Mineral Survey No. 19174 with the northerly edge of Lake Gulch Road, County Road No. 6, being the Point of Beginning.

Thence N 39° 30' 42" E along said line 4-1 of said St. Anthony Lode a distance of 328.85 feet to the point of intersection with the south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 18, being also the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 18 a distance of 145.22 feet to the point of intersection with line 1-6 of the Susan-Mary Lode, US Mineral Survey No. 694;

thence S 19° 06' 00" E along said line 1-6 of said Susan-Mary Lode a distance of 44.24 feet to the point of intersection with line 2-3 of said St. Anthony Lode;

thence S 39° 31' 27" W along said line 2-3 of said St. Anthony Lode a distance of 246.50 feet to said northerly edge of Lake Gulch Road;

thence along said northerly edge of Lake Gulch Road the following 8 courses:

1. N 89° 47' 40" W a distance of 21.27 feet;
2. S 89° 45' 47" W a distance of 26.85 feet;
3. S 87° 30' 36" W a distance of 25.59 feet;
4. S 85° 59' 16" W a distance of 29.83 feet;
5. S 82° 42' 42" W a distance of 26.71 feet;

6. S 81° 04' 54" W a distance of 30.69 feet;
7. S 79° 51' 30" W a distance of 30.19 feet;
8. S 79° 21' 17" W a distance of 22.47 feet to the Point of Beginning, containing 1.04 Acres, more or less.

EXHIBIT B

Lake Gulch Whiskey Resort Annexation No. 1

A parcel of land located in Sections 17 & 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $69^{\circ}30'48''$ E a distance of 3,617.79 feet to the point of intersection of line 3-4 of the Clay County Lode, US Mineral Survey No. 360 with line 4-1 of the Williams Crossing Lode, US Mineral Survey No. 15824 being the Point of Beginning.

Thence S $47^{\circ}53'33''$ E along said line 4-1 of said Williams Lode a distance of 296.23 feet to the point of intersection with line 3-2 of the Blow Out Lode, US Mineral Survey No. 18776;

thence N $19^{\circ}46'26''$ E along said line 3-2 of said Blow Out Lode a distance of 361.74 feet to the point of intersection with the east-west centerline of the NE $\frac{1}{4}$ of said Section 18 and the City of Black Hawk Patented Boundary;

thence N $89^{\circ}32'31''$ E along said east-west centerline of the NE $\frac{1}{4}$ and City of Black Hawk Patented Boundary a distance of 208.47 feet to the point of intersection with line 1-2 of the Great Britian Lode, US Mineral Survey No. 18776;

thence S $29^{\circ}18'00''$ W along said line 1-2 of said Great Britian Lode a distance of 353.67 feet to corner No. 2 of said Great Britian Lode;

thence S $46^{\circ}17'00''$ W along line 2-3 of said Great Britian Lode a distance of 131.10 feet to the point of intersection with line 4-1 of said Williams Crossing Lode;

thence S $47^{\circ}53'33''$ E along said line 4-1 of said Williams Crossing Lode a distance of 149.95 feet to the point of intersection with line 6-7 of said Great Britian Lode;

thence N $46^{\circ}22'45''$ E along said line 6-7 of said Great Britian Lode a distance of 142.56 feet to corner No. 7 of said Great Britian Lode;

thence N $29^{\circ}19'49''$ E along line 7-8 of said Great Britian Lode a distance of 461.80 feet to the point of intersection with said east-west centerline of the NE $\frac{1}{4}$ of said Section 18 and the City of Black Hawk Patented Boundary;

thence N $89^{\circ}32'31''$ E along said east-west centerline of the NE $\frac{1}{4}$ and City of Black Hawk Patented Boundary a distance of 474.24 feet to the point of intersection with line 16-15 of the Gold Tunnel No. 21 Lode, US Mineral Survey No. 4589;

thence S 43° 56' 47" W along said line 16-15 of the Gold Tunnel No. 21 Lode a distance of 81.81 feet to corner No. 15 of the said Gold Tunnel No. 21 Lode;

thence S 46° 21' 54" E along line 15-14 of the said Gold Tunnel No. 21 Lode, a distance of 150.01 feet to corner no. 14 of the said Gold Tunnel No. 21 Lode;

thence N 43° 56' 15" E along line 14-13 of the said Gold Tunnel No. 21 Lode, a distance of 227.88 feet to the point of intersection with the east-west centerline of the NE ¼ of said Section 18 and the City of Black Hawk Patented Boundary;

thence N 89° 32' 31" E along said east-west centerline of the NE ¼ and City of Black Hawk Patented Boundary a distance of 1040.34 feet to the N 1/16th corner of Sections 17 and 18;

thence N 87° 26' 32" E along the east-west centerline of the NW ¼ of said Section 17 a distance of 165.11 feet to the point of intersection with line 3-2 of said East Williams Lode, US Mineral Survey No. 588;

thence S 47° 19' 59" W along said line 3-2 of the East Williams Lode a distance of 204.89 feet to corner No. 2 of said East Williams Lode;

thence S 42° 44' 49" E along line 2-1 of said East Williams Lode a distance of 152.37 feet to corner No. 1 of said East Williams Lode;

thence N 47° 20' 23" E along line 1-4 of said East Williams Lode a distance of 385.62 feet to the point of intersection with said east-west centerline of the NW ¼ of said Section 17 and the City of Black Hawk Patented Boundary;

thence N 87° 26' 32" E along said east-west centerline of the NW ¼ of said Section 17 and City of Black Hawk Patented Boundary a distance of 906.14 feet to the NW 1/16th corner of said Section 17;

thence N 01° 02' 29" W along the north-south centerline of said NW ¼ of said Section 17 and along the City of Black Hawk Patented Boundary a distance of 164.47 feet to the point of intersection with line 1-2 of the Mary Miller Lode, US Mineral Survey No. 969;

thence N 44° 28' 35" E along said line 1-2 of said Mary Miller Lode a distance of 60.92 feet to the point of intersection with said City of Black Hawk Patented Boundary;

thence N 88° 00' 45" E along said City of Black Hawk Patented Boundary a distance of 96.85 feet;

thence N 00° 18' 42" W along said City of Black Hawk Patented Boundary a distance of 91.93 feet to the point of intersection with line 6-5 of the Morgan Placer US Mineral Survey No. 226;

thence S 42° 19' 52" E along said line 6-5 of said Morgan Placer a distance of 92.75 feet to corner No. 5 of said Morgan Placer;

thence S 41° 03' 33" E along Colorado Department of Transportation deed recorded at Reception No. 141956 Gilpin County Records a distance of 12.42 feet to a CDOT 3 ¼ " aluminum cap;

thence S 49° 47' 21" E continuing along said Reception No. 141956 a distance of 43.07 feet to the point of intersection with line 3-4 of said Mary Miller Lode;

thence S 44° 27' 10" W along said line 3-4 of said Mary Miller Lode a distance of 340.78 feet to the north-south centerline of said NW ¼ of said Section 17;

thence S 42° 07' 27" W a distance of 980.96 feet to corner No. 3 of the Little Mattie Lode, US Mineral Survey No. 970;

thence N 45° 33' 27" W along line 3-2 of said Little Mattie Lode a distance of 149.96 feet to corner No. 2 of said Little Mattie Lode;

thence S 44° 28' 40" W along line 2-1 of said Little Mattie Lode a distance of 1499.34 feet to corner No. 1 of said Little Mattie Lode;

thence S 45° 17' 32" E along line 1-4 of said Little Mattie Lode a distance of 149.75 feet to corner No. 4 of said Little Mattie Lode;

thence S 27° 33' 11" E a distance of 938.48 feet to the S 1/16th corner of Sections 17 and 18;

thence N 88° 20' 50" W a distance of 663.62 feet to a point on the easterly edge of Lake Gulch Road, County Road 6;

thence along said easterly edge of said Lake Gulch Road the following 32 courses:

1. N 04° 13' 02" W a distance of 31.99 feet;
2. N 07° 44' 55" W a distance of 32.64 feet;
3. N 18° 09' 05" W a distance of 33.14 feet;
4. N 38° 37' 56" W a distance of 34.32 feet;
5. N 53° 47' 50" W a distance of 29.23 feet;
6. N 75° 08' 14" W a distance of 35.56 feet;
7. N 85° 37' 54" W a distance of 30.90 feet;
8. S 89° 52' 43" W a distance of 27.50 feet;
9. N 87° 06' 51" W a distance of 30.91 feet;
10. N 85° 25' 50" W a distance of 33.32 feet;
11. N 83° 57' 02" W a distance of 32.67 feet;
12. N 82° 55' 20" W a distance of 27.68 feet;
13. N 84° 02' 37" W a distance of 25.81 feet;
14. N 85° 10' 50" W a distance of 29.44 feet;
15. N 85° 57' 08" W a distance of 28.99 feet;

16. N 85° 47' 52" W a distance of 28.17 feet;
17. N 81° 25' 50" W a distance of 28.60 feet;
18. N 76° 41' 49" W a distance of 29.15 feet;
19. N 73° 08' 35" W a distance of 28.55 feet;
20. N 70° 53' 21" W a distance of 28.11 feet;
21. N 69° 40' 34" W a distance of 29.60 feet;
22. N 69° 16' 06" W a distance of 30.58 feet;
23. N 69° 23' 51" W a distance of 31.51 feet;
24. N 69° 00' 03" W a distance of 30.04 feet;
25. N 67° 48' 40" W a distance of 31.55 feet;
26. N 68° 24' 20" W a distance of 27.25 feet;
27. N 62° 37' 03" W a distance of 29.46 feet;
28. N 58° 52' 53" W a distance of 25.03 feet;
29. N 54° 58' 57" W a distance of 28.04 feet;
30. N 57° 56' 49" W a distance of 30.20 feet;
31. N 61° 34' 17" W a distance of 32.80 feet;
32. N 66° 40' 06" W a distance of 25.01 feet to a point on line 1-4 of Washingtons Day Lode, US Mineral Survey 11885;

thence along said line 1-4 N 39° 23' 17" E a distance of 633.47 feet to corner No. 4 of said Washingtons Day Lode;

thence along line 4-3 of said Washingtons Day Lode N 45° 12' 18" W a distance of 150.58 feet to corner No. 3 of said Washingtons Day Lode;

thence N 40° 53' 21" W a distance of 1,096.94 feet;

thence N 47° 01' 18" E a distance of 320.86 feet;

thence N 42° 58' 23" W a distance of 169.95 feet;

thence S 47° 00' 48" W a distance of 314.68 feet;

thence N 40° 53' 21" W a distance of 710.26 feet to the Point of Beginning,

EXCEPT the Denver Lode, US Mineral Survey 745, total parcel containing 100.5 acres gross, 95.35 acres net more or less.

Lake Gulch Whiskey Resort Annexation No.2

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $69^{\circ}30'48''$ E a distance of 3,617.79 feet to the point of intersection of line 3-4 of the Clay County Lode, US Mineral Survey No. 360 with line 4-1 of the Williams Crossing Lode, US Mineral Survey No. 15824 being the Point of Beginning.

Thence S $40^{\circ}53'21''$ E along the City of Black Hawk Boundary a distance of 710.26 feet;

thence N $47^{\circ}00'48''$ E a distance of 314.68 feet;

thence S $42^{\circ}58'23''$ E a distance of 169.95 feet;

thence S $47^{\circ}01'18''$ W a distance of 320.86 feet;

thence S $40^{\circ}53'21''$ E a distance of 1096.94 feet to corner No. 3 of the Washingtons Day Lode, US Mineral Survey 11885;

thence along line 3-2 of said Washingtons Day Lode S $39^{\circ}23'18''$ W a distance of 664.25 feet to a point on the easterly edge of Lake Gulch Road, County Road 6;

thence along said easterly edge the following 42 courses:

1. N $48^{\circ}28'12''$ W a distance of 24.56 feet;
2. N $50^{\circ}23'24''$ W a distance of 26.25 feet;
3. N $53^{\circ}50'43''$ W a distance of 25.59 feet;
4. N $53^{\circ}43'00''$ W a distance of 33.90 feet;
5. N $52^{\circ}37'45''$ W a distance of 28.19 feet;
6. N $51^{\circ}12'12''$ W a distance of 30.55 feet;
7. N $49^{\circ}32'52''$ W a distance of 30.52 feet;
8. N $48^{\circ}21'34''$ W a distance of 28.91 feet;
9. N $47^{\circ}37'34''$ W a distance of 28.24 feet;
10. N $45^{\circ}09'35''$ W a distance of 27.49 feet;
11. N $43^{\circ}31'15''$ W a distance of 28.13 feet;

12. N 42° 12' 45" W a distance of 27.54 feet;
13. N 38° 01' 46" W a distance of 25.88 feet;
14. N 34° 08' 31" W a distance of 30.46 feet;
15. N 37° 44' 53" W a distance of 28.83 feet;
16. N 42° 43' 23" W a distance of 30.25 feet;
17. N 43° 58' 04" W a distance of 27.96 feet;
18. N 45° 20' 47" W a distance of 27.74 feet;
19. N 49° 06' 25" W a distance of 26.55 feet;
20. N 51° 35' 16" W a distance of 26.06 feet;
21. N 59° 58' 24" W a distance of 29.16 feet;
22. N 61° 25' 24" W a distance of 33.52 feet;
23. N 61° 44' 13" W a distance of 33.59 feet;
24. N 59° 21' 59" W a distance of 26.42 feet;
25. N 49° 29' 24" W a distance of 26.70 feet;
26. N 37° 52' 45" W a distance of 31.32 feet;
27. N 30° 56' 40" W a distance of 24.48 feet;
28. N 29° 24' 22" W a distance of 27.32 feet;
29. N 33° 48' 48" W a distance of 27.44 feet;
30. N 38° 52' 14" W a distance of 38.09 feet;
31. N 46° 02' 34" W a distance of 25.97 feet;
32. N 47° 57' 34" W a distance of 35.15 feet;
33. N 47° 25' 27" W a distance of 31.08 feet;
34. N 43° 51' 36" W a distance of 31.28 feet;
35. N 39° 40' 26" W a distance of 30.10 feet;
36. N 41° 30' 58" W a distance of 32.61 feet;
37. N 41° 29' 04" W a distance of 32.31 feet;
38. N 41° 52' 51" W a distance of 35.65 feet;
39. N 42° 17' 50" W a distance of 25.71 feet;

40. N 44° 56' 55" W a distance of 26.51 feet;
41. N 47° 16' 09" W a distance of 32.58 feet;
42. N 44° 25' 34" W a distance of 5.81 feet to the point of intersection with line 4-3 of the
Tariff Lode, US Mineral Survey No. 966;
thence N 47° 01' 18" E along said line 4-3 of said Tariff Lode a distance of 1068.76 feet to
corner No. 3 of said Tariff Lode;
thence N 42° 58' 23" W along line 3-2 of said Tariff Lode a distance of 149.95 feet to corner No.
2 of said Tariff lode;
thence S 47° 00' 48" W along line 2-1 of said Tariff Lode a distance of 367.57 feet to the point of
intersection with line 2-3 of the Williams Lode, US Mineral Survey No. 15824;
thence N 47° 53' 26" W along said line 2-3 of said Williams Lode a distance of 660.81 feet to the
point of intersection with line 6-5 of the East Clay County Lode, US Mineral Survey No. 18776;
thence S 17° 31' 51" W along said line 6-5 of said East Clay County Lode a distance of 88.60
feet to the point of intersection with line 3-2 of the Clay County Lode, US Mineral Survey No.
329A;
thence N 51° 26' 36" W along said line 3-2 of said Clay County Lode a distance of 26.56 feet to
corner No. 4 of said Clay County Lode, US Mineral Survey No. 360;
thence N 52° 11' 23" W along line 4-1 of said Clay County Lode, US Mineral Survey No. 360 a
distance of 114.49 feet to corner No. 2 of said Clay County Lode, US Mineral Survey No. 329A;
thence S 37° 28' 00" W along line 2-1 of said Clay County Lode, US Mineral Survey No. 329A a
distance of 547.96 feet to the point of intersection with line 4-1 of the Clay County Lode, US
Mineral Survey No. 329B;
thence N 54° 01' 59" W along said line 4-1 of the Clay County Lode, US Mineral Survey No.
329B a distance of 109.70 feet to corner No. 1 of said Clay County Lode, US Mineral Survey
No. 329B;
thence S 50° 08' 44" W along line 1-2 of said Clay County Lode, US Mineral Survey No. 329B a
distance of 172.25 feet to the point of intersection with the easterly edge of Lake Gulch Road;
thence along said easterly edge of Lake Gulch Road the following 12 courses:
 1. N 52° 05' 43" W a distance of 4.07 feet;
 2. N 50° 32' 17" W a distance of 30.12 feet;
 3. N 48° 45' 27" W a distance of 31.84 feet;
 4. N 48° 19' 15" W a distance of 29.52 feet;
 5. N 44° 59' 11" W a distance of 32.08 feet;

6. N 38° 27' 56" W a distance of 34.04 feet;
7. N 34° 37' 33" W a distance of 32.85 feet;
8. N 32° 21' 41" W a distance of 28.92 feet;
9. N 30° 53' 34" W a distance of 33.92 feet;
10. N 29° 02' 31" W a distance of 37.67 feet;
11. N 28° 29' 34" W a distance of 25.05 feet;
12. N 28° 12' 54" W a distance of 1.33 feet to the point of intersection with line 1-2 of the Caledonia Lode, US Mineral Survey No. MS 519;

thence N 49° 29' 47" E along said line 1-2 of said Caledonia Lode a distance of 724.79 feet to the point of intersection with line 6-5 of the Golden Gad Lode, US Mineral Survey No. 13048;

thence N 31° 43' 33" W along said line 6-5 of said Golden Gad Lode a distance of 50.45 feet to the point of intersection with the east-west centerline of said NW ¼ of said Section 18 and the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said east-west centerline of the NW ¼ and along the City of Black Hawk Patented Boundary a distance of 258.49 feet to the N 1/16th corner on the north-south centerline of said Section 18;

thence N 89° 32' 31" E along the east-west centerline of the NE ¼ of said Section 18 and along the City of Black Hawk Patented Boundary a distance of 246.17 feet to the point of intersection with line 3-4 of the Clay County Lode, US Mineral Survey No. 360;

thence S 27° 50' 26" W along said line 3-4 of said Clay County Lode a distance of 157.91 feet to the point of intersection with line 4-1 of the Williams Crossing Lode, US Mineral Survey No. 15824, the Point of Beginning, containing 29.21 acres more or less.

Lake Gulch Whiskey Resort Annexation No.3

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 00°14'12" E along the east line of the NE ¼ of said Section 13 a distance of 876.53 feet to the point of intersection with the northerly and easterly edge of Lake Gulch Road, County Road 6. Thence along said northerly and easterly edge of Lake Gulch Road the following 66 courses:

1. S 84° 44' 44" E a distance of 13.72 feet;

2. S 85° 15' 25" E a distance of 35.41 feet;
3. S 84° 42' 28" E a distance of 33.69 feet;
4. S 85° 28' 26" E a distance of 32.03 feet;
5. S 86° 21' 19" E a distance of 31.14 feet;
6. S 87° 13' 04" E a distance of 29.82 feet;
7. S 88° 23' 53" E a distance of 29.18 feet;
8. S 88° 24' 09" E a distance of 34.66 feet;
9. S 88° 22' 11" E a distance of 25.20 feet;
10. S 88° 22' 02" E a distance of 36.97 feet;
11. S 89° 43' 04" E a distance of 35.02 feet;
12. N 88° 16' 44" E a distance of 36.59 feet;
13. N 87° 31' 19" E a distance of 26.26 feet;
14. N 85° 29' 19" E a distance of 27.58 feet;
15. N 84° 48' 46" E a distance of 29.08 feet;
16. N 84° 07' 35" E a distance of 28.85 feet;
17. N 82° 03' 23" E a distance of 28.00 feet;
18. N 78° 58' 54" E a distance of 26.68 feet;
19. N 76° 54' 40" E a distance of 25.60 feet;
20. N 77° 08' 36" E a distance of 25.55 feet;
21. N 78° 10' 02" E a distance of 25.48 feet;
22. N 78° 39' 54" E a distance of 37.64 feet;
23. N 79° 54' 14" E a distance of 26.32 feet;
24. N 80° 28' 29" E a distance of 26.01 feet;
25. N 80° 13' 10" E a distance of 25.64 feet;
26. N 82° 00' 47" E a distance of 25.87 feet;
27. N 83° 11' 19" E a distance of 25.72 feet;
28. N 81° 54' 30" E a distance of 25.51 feet;
29. N 80° 36' 50" E a distance of 36.86 feet;

30. N 77° 53' 04" E a distance of 25.17 feet;
31. N 76° 30' 21" E a distance of 26.42 feet;
32. N 74° 45' 56" E a distance of 26.43 feet;
33. N 73° 10' 29" E a distance of 27.05 feet;
34. N 71° 02' 53" E a distance of 28.52 feet;
35. N 69° 29' 32" E a distance of 29.17 feet;
36. N 68° 02' 26" E a distance of 28.70 feet;
37. N 68° 11' 55" E a distance of 28.34 feet;
38. N 68° 11' 21" E a distance of 28.58 feet;
39. N 70° 17' 29" E a distance of 27.99 feet;
40. N 72° 23' 23" E a distance of 26.42 feet;
41. N 72° 28' 10" E a distance of 26.21 feet;
42. N 68° 41' 24" E a distance of 27.08 feet;
43. N 71° 51' 48" E a distance of 27.85 feet;
44. N 74° 45' 31" E a distance of 27.76 feet;
45. N 75° 42' 50" E a distance of 28.93 feet;
46. N 77° 13' 39" E a distance of 29.52 feet;
47. N 78° 51' 11" E a distance of 28.58 feet;
48. N 78° 32' 38" E a distance of 26.85 feet;
49. N 76° 41' 51" E a distance of 25.03 feet;
50. N 79° 17' 59" E a distance of 29.12 feet;
51. N 78° 11' 27" E a distance of 5.49 feet;
52. N 77° 38' 35" E a distance of 34.79 feet;
53. N 77° 18' 33" E a distance of 34.86 feet;
54. N 76° 11' 24" E a distance of 34.36 feet;
55. N 76° 19' 36" E a distance of 34.21 feet;
56. N 75° 55' 53" E a distance of 32.92 feet;
57. N 75° 45' 56" E a distance of 33.64 feet;

58. N 77° 56' 07" E a distance of 54.90 feet;
59. N 79° 21' 17" E a distance of 32.59 feet;
60. N 79° 51' 30" E a distance of 30.19 feet;
61. N 81° 04' 54" E a distance of 30.69 feet;
62. N 82° 42' 42" E a distance of 26.71 feet;
63. N 85° 59' 16" E a distance of 29.83 feet;
64. N 87° 30' 36" E a distance of 25.59 feet;
65. N 89° 45' 47" E a distance of 26.85 feet;
66. S 89° 47' 40" E a distance of 21.27 feet to the point of intersection with line 3-2 of the St. Anthony Lode, US Mineral Survey No. 19174;

thence N 39° 31' 27" E along said line 3-2 of said St. Anthony Lode a distance of 246.50 feet to the point of intersection with line 1-6 of the Susan-Mary Lode, US Mineral Survey No. 694;

thence S 19° 06' 00" E along said line 1-6 of said Susan-Mary Lode a distance of 35.27 feet to corner No. 6 of said Susan-Mary Lode;

thence N 70° 54' 00" E along line 6-5 of said Susan-Mary Lode a distance of 224.97 feet to the point of intersection with the east-west centerline of the NW 1/4 of said Section 18, the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said east-west centerline and City of Black Hawk Patented Boundary a distance of 553.67 feet to the point of intersection with line 4-3 of the Golden Gad Lode, US Mineral Survey No. 13048;

thence S 49° 45' 10" W along said line 4-3 of said Golden Gad Lode a distance of 340.06 feet to corner No. 3 of said Golden Gad Lode;

thence S 63° 17' 40" W along line 3-2 of said Golden Gad Lode a distance of 259.61 feet to the point of intersection with the easterly edge of Lake Gulch Road;

thence along said easterly edge of Lake Gulch Road the following 178 courses:

79. S 47° 36' 27" E a distance of 20.45 feet;
80. S 37° 01' 46" E a distance of 33.69 feet;
81. S 31° 20' 23" E a distance of 35.62 feet;
82. S 29° 21' 33" E a distance of 35.80 feet;
83. S 28° 33' 24" E a distance of 35.14 feet;
84. S 28° 15' 54" E a distance of 26.48 feet;

85. S 28° 12' 54" E a distance of 25.97 feet;
86. S 28° 29' 34" E a distance of 25.05 feet;
87. S 29° 02' 31" E a distance of 37.67 feet;
88. S 30° 53' 34" E a distance of 33.92 feet;
89. S 32° 21' 41" E a distance of 28.92 feet;
90. S 34° 37' 33" E a distance of 32.85 feet;
91. S 38° 27' 56" E a distance of 34.04 feet;
92. S 44° 59' 11" E a distance of 32.08 feet;
93. S 48° 19' 15" E a distance of 29.52 feet;
94. S 48° 45' 27" E a distance of 31.84 feet;
95. S 50° 32' 17" E a distance of 30.12 feet;
96. S 52° 05' 43" E a distance of 32.15 feet;
97. S 51° 09' 16" E a distance of 29.84 feet;
98. S 51° 16' 35" E a distance of 28.26 feet;
99. S 53° 32' 16" E a distance of 26.81 feet;
100. S 54° 36' 48" E a distance of 27.25 feet;
101. S 54° 32' 13" E a distance of 32.80 feet;
102. S 57° 04' 54" E a distance of 26.24 feet;
103. S 58° 48' 15" E a distance of 27.12 feet;
104. S 58° 36' 20" E a distance of 29.13 feet;
105. S 57° 16' 49" E a distance of 30.45 feet;
106. S 57° 52' 07" E a distance of 29.57 feet;
107. S 57° 47' 48" E a distance of 29.54 feet;
108. S 58° 32' 09" E a distance of 30.64 feet;
109. S 58° 55' 55" E a distance of 31.93 feet;
110. S 60° 47' 03" E a distance of 32.05 feet;
111. S 64° 12' 09" E a distance of 30.05 feet;
112. S 66° 59' 32" E a distance of 31.36 feet;

113. S 64° 57' 54" E a distance of 31.74 feet;
114. S 66° 27' 41" E a distance of 30.74 feet;
115. S 62° 36' 41" E a distance of 31.24 feet;
116. S 56° 45' 33" E a distance of 32.71 feet;
117. S 52° 10' 05" E a distance of 34.02 feet;
118. S 47° 33' 12" E a distance of 35.06 feet;
119. S 46° 14' 32" E a distance of 33.54 feet;
120. S 46° 05' 49" E a distance of 31.95 feet;
121. S 47° 24' 34" E a distance of 33.28 feet;
122. S 46° 33' 23" E a distance of 34.15 feet;
123. S 45° 20' 14" E a distance of 34.73 feet;
124. S 45° 05' 49" E a distance of 33.04 feet;
125. S 45° 18' 29" E a distance of 32.28 feet;
126. S 44° 25' 34" E a distance of 31.87 feet;
127. S 47° 16' 09" E a distance of 32.58 feet;
128. S 44° 56' 55" E a distance of 26.51 feet;
129. S 42° 17' 50" E a distance of 25.71 feet;
130. S 41° 52' 51" E a distance of 35.65 feet;
131. S 41° 29' 04" E a distance of 32.31 feet;
132. S 41° 30' 58" E a distance of 32.61 feet;
133. S 39° 40' 26" E a distance of 30.10 feet;
134. S 43° 51' 36" E a distance of 31.28 feet;
135. S 47° 25' 27" E a distance of 31.08 feet;
136. S 47° 57' 34" E a distance of 35.15 feet;
137. S 46° 02' 34" E a distance of 25.97 feet;
138. S 38° 52' 14" E a distance of 38.09 feet;
139. S 33° 48' 48" E a distance of 27.44 feet;
140. S 29° 24' 22" E a distance of 27.32 feet;

141. S 30° 56' 40" E a distance of 24.48 feet;
142. S 37° 52' 45" E a distance of 31.32 feet;
143. S 49° 29' 24" E a distance of 26.70 feet;
144. S 59° 21' 59" E a distance of 26.42 feet;
145. S 61° 44' 13" E a distance of 33.59 feet;
146. S 61° 25' 24" E a distance of 33.52 feet;
147. S 59° 58' 24" E a distance of 29.16 feet;
148. S 51° 35' 16" E a distance of 26.06 feet;
149. S 49° 06' 25" E a distance of 26.55 feet;
150. S 45° 20' 47" E a distance of 27.74 feet;
151. S 43° 58' 04" E a distance of 27.96 feet;
152. S 42° 43' 23" E a distance of 30.25 feet;
153. S 37° 44' 53" E a distance of 28.83 feet;
154. S 34° 08' 31" E a distance of 30.46 feet;
155. S 38° 01' 46" E a distance of 25.88 feet;
156. S 42° 12' 45" E a distance of 27.54 feet;
157. S 43° 31' 15" E a distance of 28.13 feet;
158. S 45° 09' 35" E a distance of 27.49 feet;
159. S 47° 37' 34" E a distance of 28.24 feet;
160. S 48° 21' 34" E a distance of 28.91 feet;
161. S 49° 32' 52" E a distance of 30.52 feet;
162. S 51° 12' 12" E a distance of 30.55 feet;
163. S 52° 37' 45" E a distance of 28.19 feet;
164. S 53° 43' 00" E a distance of 33.90 feet;
165. S 53° 50' 43" E a distance of 25.59 feet;
166. S 50° 23' 24" E a distance of 26.25 feet;
167. S 48° 28' 12" E a distance of 27.86 feet;
168. S 48° 55' 48" E a distance of 29.88 feet;

169. S 51° 44' 53" E a distance of 28.55 feet;
170. S 56° 10' 53" E a distance of 31.14 feet;
171. S 62° 17' 04" E a distance of 31.05 feet;
172. S 66° 41' 03" E a distance of 25.85 feet;
173. S 66° 40' 06" E a distance of 27.06 feet;
174. S 61° 34' 17" E a distance of 32.80 feet;
175. S 57° 56' 49" E a distance of 30.20 feet;
176. S 54° 58' 57" E a distance of 28.04 feet;
177. S 58° 52' 53" E a distance of 25.03 feet;
178. S 62° 37' 03" E a distance of 29.46 feet;
179. S 68° 24' 20" E a distance of 27.25 feet;
180. S 67° 48' 40" E a distance of 31.55 feet;
181. S 69° 00' 03" E a distance of 30.04 feet;
182. S 69° 23' 51" E a distance of 31.51 feet;
183. S 69° 16' 06" E a distance of 30.58 feet;
184. S 69° 40' 34" E a distance of 29.60 feet;
185. S 70° 53' 21" E a distance of 28.11 feet;
186. S 73° 08' 35" E a distance of 28.55 feet;
187. S 76° 41' 49" E a distance of 29.15 feet;
188. S 81° 25' 50" E a distance of 28.60 feet;
189. S 85° 47' 52" E a distance of 28.17 feet;
190. S 85° 57' 08" E a distance of 28.99 feet;
191. S 85° 10' 50" E a distance of 29.44 feet;
192. S 84° 02' 37" E a distance of 25.81 feet;
193. S 82° 55' 20" E a distance of 27.68 feet;
194. S 83° 57' 02" E a distance of 32.67 feet;
195. S 85° 25' 50" E a distance of 33.32 feet;
196. S 87° 06' 51" E a distance of 30.91 feet;

197. N 89° 52' 43" E a distance of 27.50 feet;
198. S 85° 37' 54" E a distance of 30.90 feet;
199. S 75° 08' 14" E a distance of 35.56 feet;
200. S 53° 47' 50" E a distance of 29.23 feet;
201. S 38° 37' 56" E a distance of 34.32 feet;
202. S 18° 09' 05" E a distance of 33.14 feet;
203. S 07° 44' 55" E a distance of 32.64 feet;
204. S 04° 13' 02" E a distance of 31.99 feet;
205. S 00° 41' 58" W a distance of 31.57 feet;
206. S 01° 13' 29" W a distance of 32.44 feet;
207. S 00° 03' 20" E a distance of 32.16 feet;
208. S 02° 47' 46" W a distance of 28.30 feet;
209. S 06° 12' 17" W a distance of 38.26 feet;
210. S 16° 17' 42" W a distance of 37.16 feet;
211. S 24° 29' 21" W a distance of 29.34 feet;
212. S 28° 41' 22" W a distance of 45.06 feet;
213. S 34° 24' 43" W a distance of 30.28 feet;
214. S 40° 01' 56" W a distance of 30.05 feet;
215. S 43° 22' 45" W a distance of 38.41 feet;
216. S 41° 40' 02" W a distance of 34.91 feet;
217. S 37° 13' 45" W a distance of 32.47 feet;
218. S 31° 34' 31" W a distance of 32.66 feet;
219. S 26° 02' 44" W a distance of 35.71 feet;
220. S 24° 24' 12" W a distance of 32.11 feet;
221. S 20° 02' 45" W a distance of 28.30 feet;
222. S 19° 00' 54" W a distance of 35.03 feet;
223. S 15° 53' 59" W a distance of 32.80 feet;
224. S 13° 56' 52" W a distance of 28.35 feet;

- 225. S 13° 41' 03" W a distance of 27.80 feet;
- 226. S 14° 06' 12" W a distance of 47.10 feet;
- 227. S 11° 45' 46" W a distance of 29.86 feet;
- 228. S 13° 18' 52" W a distance of 15.92 feet;
- 229. S 10° 22' 47" W a distance of 30.16 feet;
- 230. S 09° 29' 42" W a distance of 30.12 feet;
- 231. S 11° 50' 43" W a distance of 31.40 feet;
- 232. S 11° 03' 12" W a distance of 31.62 feet;
- 233. S 10° 04' 56" W a distance of 25.34 feet;
- 234. S 11° 08' 36" W a distance of 19.58 feet;
- 235. S 33° 47' 37" E a distance of 7.58 feet;
- 236. S 32° 05' 32" E a distance of 27.59 feet;
- 237. S 44° 08' 01" E a distance of 29.13 feet;
- 238. S 52° 04' 36" E a distance of 27.04 feet;
- 239. S 54° 37' 49" E a distance of 25.73 feet;
- 240. S 54° 46' 58" E a distance of 26.38 feet;
- 241. S 58° 03' 45" E a distance of 30.82 feet;
- 242. S 59° 18' 04" E a distance of 25.17 feet;
- 243. S 63° 19' 05" E a distance of 29.27 feet;
- 244. S 60° 16' 48" E a distance of 30.28 feet;
- 245. S 61° 39' 09" E a distance of 33.01 feet;
- 246. S 61° 28' 38" E a distance of 33.37 feet;
- 247. S 55° 46' 17" E a distance of 29.95 feet;
- 248. S 56° 17' 05" E a distance of 38.86 feet;
- 249. S 51° 45' 51" E a distance of 57.67 feet;
- 250. S 48° 44' 08" E a distance of 91.48 feet;
- 251. S 45° 53' 24" E a distance of 48.20 feet;
- 252. S 43° 37' 26" E a distance of 41.87 feet;

- 253. S 45° 38' 04" E a distance of 24.91 feet;
- 254. S 49° 36' 04" E a distance of 29.00 feet;
- 255. S 53° 53' 44" E a distance of 30.11 feet;
- 256. S 58° 27' 45" E a distance of 15.49 feet to the point of intersection with the south line of the SE ¼ of said Section 18;

thence N 89° 44' 17" W along said south line of said SE ¼ of said Section 18 a distance of 39.68 feet to the point of intersection with the westerly and southerly edge of said Lake Gulch Road;

thence along said westerly and southerly edge of said Lake Gulch Road the following 259 courses:

- 1. N 53° 53' 44" W a distance of 14.21 feet;
- 2. N 49° 36' 04" W a distance of 30.59 feet;
- 3. N 45° 38' 04" W a distance of 26.06 feet;
- 4. N 43° 37' 26" W a distance of 41.82 feet;
- 5. N 45° 53' 24" W a distance of 47.21 feet;
- 6. N 48° 44' 08" W a distance of 90.36 feet;
- 7. N 51° 45' 51" W a distance of 56.22 feet;
- 8. N 56° 17' 05" W a distance of 38.09 feet;
- 9. N 55° 46' 17" W a distance of 28.96 feet;
- 10. N 61° 28' 38" W a distance of 32.24 feet;
- 11. N 61° 39' 09" W a distance of 33.24 feet;
- 12. N 60° 16' 48" W a distance of 29.96 feet;
- 13. N 63° 19' 05" W a distance of 29.46 feet;
- 14. N 59° 18' 04" W a distance of 26.18 feet;
- 15. N 58° 03' 45" W a distance of 31.69 feet;
- 16. N 54° 46' 58" W a distance of 27.04 feet;
- 17. N 54° 37' 49" W a distance of 26.25 feet;
- 18. N 52° 04' 36" W a distance of 29.05 feet;
- 19. N 44° 08' 01" W a distance of 32.98 feet;
- 20. N 32° 05' 32" W a distance of 29.58 feet;

21. N 33° 47' 37" W a distance of 16.35 feet;
22. N 11° 08' 36" E a distance of 28.47 feet;
23. N 10° 04' 56" E a distance of 25.32 feet;
24. N 11° 03' 12" E a distance of 31.96 feet;
25. N 11° 50' 43" E a distance of 31.10 feet;
26. N 09° 29' 42" E a distance of 29.84 feet;
27. N 10° 22' 47" E a distance of 30.89 feet;
28. N 13° 18' 52" E a distance of 16.19 feet;
29. N 11° 45' 46" E a distance of 30.01 feet;
30. N 14° 06' 12" E a distance of 47.47 feet;
31. N 13° 41' 03" E a distance of 27.77 feet;
32. N 13° 56' 52" E a distance of 28.78 feet;
33. N 15° 53' 59" E a distance of 33.77 feet;
34. N 19° 00' 54" E a distance of 35.82 feet;
35. N 20° 02' 45" E a distance of 29.34 feet;
36. N 24° 24' 12" E a distance of 33.26 feet;
37. N 26° 02' 44" E a distance of 37.09 feet;
38. N 31° 34' 31" E a distance of 34.81 feet;
39. N 37° 13' 45" E a distance of 34.41 feet;
40. N 41° 40' 02" E a distance of 36.10 feet;
41. N 43° 22' 45" E a distance of 38.09 feet;
42. N 40° 01' 56" E a distance of 28.32 feet;
43. N 34° 24' 43" E a distance of 28.10 feet;
44. N 28° 41' 22" E a distance of 43.15 feet;
45. N 24° 29' 21" E a distance of 26.96 feet;
46. N 16° 17' 42" E a distance of 33.64 feet;
47. N 06° 12' 17" E a distance of 35.66 feet;
48. N 02° 47' 46" E a distance of 27.09 feet;

49. N 00° 03' 20" W a distance of 31.86 feet;
50. N 01° 13' 29" E a distance of 32.59 feet;
51. N 00° 41' 58" E a distance of 30.52 feet;
52. N 04° 13' 02" W a distance of 30.37 feet;
53. N 07° 44' 55" W a distance of 29.96 feet;
54. N 18° 09' 05" W a distance of 27.17 feet;
55. N 38° 37' 56" W a distance of 27.41 feet;
56. N 53° 47' 50" W a distance of 22.16 feet;
57. N 75° 08' 14" W a distance of 29.40 feet;
58. N 85° 37' 54" W a distance of 28.02 feet;
59. S 89° 52' 43" W a distance of 27.21 feet;
60. N 87° 06' 51" W a distance of 31.81 feet;
61. N 85° 25' 50" W a distance of 33.93 feet;
62. N 83° 57' 02" W a distance of 33.15 feet;
63. N 82° 55' 20" W a distance of 27.67 feet;
64. N 84° 02' 37" W a distance of 25.38 feet;
65. N 85° 10' 50" W a distance of 29.07 feet;
66. N 85° 57' 08" W a distance of 28.87 feet;
67. N 85° 47' 52" W a distance of 29.04 feet;
68. N 81° 25' 50" W a distance of 30.35 feet;
69. N 76° 41' 49" W a distance of 30.74 feet;
70. N 73° 08' 35" W a distance of 29.67 feet;
71. N 70° 53' 21" W a distance of 28.78 feet;
72. N 69° 40' 34" W a distance of 29.91 feet;
73. N 69° 16' 06" W a distance of 30.63 feet;
74. N 69° 23' 51" W a distance of 31.56 feet;
75. N 69° 00' 03" W a distance of 30.35 feet;
76. N 67° 48' 40" W a distance of 31.66 feet;

77. N 68° 24' 20" W a distance of 28.25 feet;
78. N 62° 37' 03" W a distance of 31.29 feet;
79. N 58° 52' 53" W a distance of 26.50 feet;
80. N 54° 58' 57" W a distance of 28.22 feet;
81. N 57° 56' 49" W a distance of 28.94 feet;
82. N 61° 34' 17" W a distance of 31.12 feet;
83. N 66° 40' 06" W a distance of 26.08 feet;
84. N 66° 41' 03" W a distance of 26.69 feet;
85. N 62° 17' 04" W a distance of 33.06 feet;
86. N 56° 10' 53" W a distance of 33.17 feet;
87. N 51° 44' 53" W a distance of 29.94 feet;
88. N 48° 55' 48" W a distance of 30.51 feet;
89. N 48° 28' 12" W a distance of 27.58 feet;
90. N 50° 23' 24" W a distance of 25.21 feet;
91. N 53° 50' 43" W a distance of 24.95 feet;
92. N 53° 43' 00" W a distance of 34.13 feet;
93. N 52° 37' 45" W a distance of 28.67 feet;
94. N 51° 12' 12" W a distance of 31.14 feet;
95. N 49° 32' 52" W a distance of 31.07 feet;
96. N 48° 21' 34" W a distance of 29.28 feet;
97. N 47° 37' 34" W a distance of 28.86 feet;
98. N 45° 09' 35" W a distance of 28.28 feet;
99. N 43° 31' 15" W a distance of 28.69 feet;
100. N 42° 12' 45" W a distance of 28.59 feet;
101. N 38° 01' 46" W a distance of 27.43 feet;
102. N 34° 08' 31" W a distance of 30.52 feet;
103. N 37° 44' 53" W a distance of 27.18 feet;
104. N 42° 43' 23" W a distance of 29.05 feet;

105. N 43° 58' 04" W a distance of 27.46 feet;
106. N 45° 20' 47" W a distance of 26.75 feet;
107. N 49° 06' 25" W a distance of 25.35 feet;
108. N 51° 35' 16" W a distance of 23.97 feet;
109. N 59° 58' 24" W a distance of 27.27 feet;
110. N 61° 25' 24" W a distance of 33.19 feet;
111. N 61° 44' 13" W a distance of 33.99 feet;
112. N 59° 21' 59" W a distance of 28.78 feet;
113. N 49° 29' 24" W a distance of 30.84 feet;
114. N 37° 52' 45" W a distance of 34.89 feet;
115. N 30° 56' 40" W a distance of 26.10 feet;
116. N 29° 24' 22" W a distance of 26.77 feet;
117. N 33° 48' 48" W a distance of 25.62 feet;
118. N 38° 52' 14" W a distance of 35.74 feet;
119. N 46° 02' 34" W a distance of 24.23 feet;
120. N 47° 57' 34" W a distance of 34.89 feet;
121. N 47° 25' 27" W a distance of 31.87 feet;
122. N 43° 51' 36" W a distance of 32.77 feet;
123. N 39° 40' 26" W a distance of 30.55 feet;
124. N 41° 30' 58" W a distance of 32.25 feet;
125. N 41° 29' 04" W a distance of 32.24 feet;
126. N 41° 52' 51" W a distance of 35.49 feet;
127. N 42° 17' 50" W a distance of 25.12 feet;
128. N 44° 56' 55" W a distance of 25.56 feet;
129. N 47° 16' 09" W a distance of 32.68 feet;
130. N 44° 25' 34" W a distance of 32.24 feet;
131. N 45° 18' 29" W a distance of 32.15 feet;
132. N 45° 05' 49" W a distance of 33.03 feet;

133. N 45° 20' 14" W a distance of 34.45 feet;
134. N 46° 33' 23" W a distance of 33.75 feet;
135. N 47° 24' 34" W a distance of 33.36 feet;
136. N 46° 05' 49" W a distance of 32.17 feet;
137. N 46° 14' 32" W a distance of 33.26 feet;
138. N 47° 33' 12" W a distance of 33.92 feet;
139. N 52° 10' 05" W a distance of 32.26 feet;
140. N 56° 45' 33" W a distance of 30.70 feet;
141. N 62° 36' 41" W a distance of 29.38 feet;
142. N 66° 27' 41" W a distance of 30.28 feet;
143. N 64° 57' 54" W a distance of 31.64 feet;
144. N 66° 59' 32" W a distance of 31.51 feet;
145. N 64° 12' 09" W a distance of 31.24 feet;
146. N 60° 47' 03" W a distance of 33.06 feet;
147. N 58° 55' 55" W a distance of 32.37 feet;
148. N 58° 32' 09" W a distance of 30.86 feet;
149. N 57° 47' 48" W a distance of 29.66 feet;
150. N 57° 52' 07" W a distance of 29.67 feet;
151. N 57° 16' 49" W a distance of 30.31 feet;
152. N 58° 36' 20" W a distance of 28.84 feet;
153. N 58° 48' 15" W a distance of 27.42 feet;
154. N 57° 04' 54" W a distance of 27.06 feet;
155. N 54° 32' 13" W a distance of 33.27 feet;
156. N 54° 36' 48" W a distance of 27.44 feet;
157. N 53° 32' 16" W a distance of 27.45 feet;
158. N 51° 16' 35" W a distance of 28.72 feet;
159. N 51° 09' 16" W a distance of 29.69 feet;
160. N 52° 05' 43" W a distance of 32.27 feet;

161. N 50° 32' 17" W a distance of 30.76 feet;
162. N 48° 45' 27" W a distance of 32.27 feet;
163. N 48° 19' 15" W a distance of 30.25 feet;
164. N 44° 59' 11" W a distance of 33.97 feet;
165. N 38° 27' 56" W a distance of 36.03 feet;
166. N 34° 37' 33" W a distance of 34.03 feet;
167. N 32° 21' 41" W a distance of 29.64 feet;
168. N 30° 53' 34" W a distance of 34.55 feet;
169. N 29° 02' 31" W a distance of 38.14 feet;
170. N 28° 29' 34" W a distance of 25.20 feet;
171. N 28° 12' 54" W a distance of 26.03 feet;
172. N 28° 15' 54" W a distance of 26.41 feet;
173. N 28° 33' 24" W a distance of 34.93 feet;
174. N 29° 21' 33" W a distance of 35.27 feet;
175. N 31° 20' 23" W a distance of 34.15 feet;
176. N 37° 01' 46" W a distance of 30.56 feet;
177. N 47° 36' 27" W a distance of 27.50 feet;
178. N 55° 33' 38" W a distance of 30.91 feet;
179. N 61° 36' 30" W a distance of 25.13 feet;
180. N 63° 34' 32" W a distance of 26.32 feet;
181. N 64° 31' 22" W a distance of 25.12 feet;
182. N 67° 22' 05" W a distance of 26.00 feet;
183. N 69° 56' 57" W a distance of 31.66 feet;
184. N 71° 44' 22" W a distance of 26.36 feet;
185. N 73° 18' 40" W a distance of 30.03 feet;
186. N 77° 37' 44" W a distance of 25.62 feet;
187. N 82° 16' 38" W a distance of 26.04 feet;
188. N 88° 32' 40" W a distance of 28.15 feet;

189. S 89° 07' 00" W a distance of 25.28 feet;
190. S 87° 57' 44" W a distance of 28.75 feet;
191. S 89° 11' 41" W a distance of 28.08 feet;
192. S 89° 11' 13" W a distance of 25.02 feet;
193. N 89° 16' 33" W a distance of 25.73 feet;
194. N 89° 47' 40" W a distance of 29.71 feet;
195. S 89° 45' 47" W a distance of 26.33 feet;
196. S 87° 30' 36" W a distance of 24.87 feet;
197. S 85° 59' 16" W a distance of 28.91 feet;
198. S 82° 42' 42" W a distance of 25.77 feet;
199. S 81° 04' 54" W a distance of 30.14 feet;
200. S 79° 51' 30" W a distance of 29.85 feet;
201. S 79° 21' 17" W a distance of 32.22 feet;
202. S 77° 56' 07" W a distance of 54.21 feet;
203. S 75° 45' 56" W a distance of 33.26 feet;
204. S 75° 55' 53" W a distance of 33.03 feet;
205. S 76° 19' 36" W a distance of 34.26 feet;
206. S 76° 11' 24" W a distance of 34.55 feet;
207. S 77° 18' 33" W a distance of 35.14 feet;
208. S 77° 38' 35" W a distance of 34.96 feet;
209. S 78° 11' 27" W a distance of 5.81 feet;
210. S 79° 17' 59" W a distance of 28.84 feet;
211. S 76° 41' 51" W a distance of 24.88 feet;
212. S 78° 32' 38" W a distance of 27.26 feet;
213. S 78° 51' 11" W a distance of 28.33 feet;
214. S 77° 13' 39" W a distance of 28.92 feet;
215. S 75° 42' 50" W a distance of 28.46 feet;
216. S 74° 45' 31" W a distance of 27.02 feet;

- 217. S 71° 51' 48" W a distance of 26.69 feet;
- 218. S 68° 41' 24" W a distance of 27.19 feet;
- 219. S 72° 28' 10" W a distance of 26.92 feet;
- 220. S 72° 23' 23" W a distance of 26.00 feet;
- 221. S 70° 17' 29" W a distance of 27.18 feet;
- 222. S 68° 11' 21" W a distance of 28.17 feet;
- 223. S 68° 11' 55" W a distance of 28.31 feet;
- 224. S 68° 02' 26" W a distance of 28.95 feet;
- 225. S 69° 29' 32" W a distance of 29.75 feet;
- 226. S 71° 02' 53" W a distance of 29.23 feet;
- 227. S 73° 10' 29" W a distance of 27.76 feet;
- 228. S 74° 45' 56" W a distance of 27.07 feet;
- 229. S 76° 30' 21" W a distance of 27.01 feet;
- 230. S 77° 53' 04" W a distance of 25.96 feet;
- 231. S 80° 36' 50" W a distance of 37.64 feet;
- 232. S 81° 54' 30" W a distance of 26.00 feet;
- 233. S 83° 11' 19" W a distance of 25.74 feet;
- 234. S 82° 00' 47" W a distance of 25.30 feet;
- 235. S 80° 13' 10" W a distance of 25.35 feet;
- 236. S 80° 28' 29" W a distance of 25.95 feet;
- 237. S 79° 54' 14" W a distance of 25.97 feet;
- 238. S 78° 39' 54" W a distance of 37.31 feet;
- 239. S 78° 10' 02" W a distance of 25.19 feet;
- 240. S 77° 08' 36" W a distance of 25.31 feet;
- 241. S 76° 54' 40" W a distance of 25.95 feet;
- 242. S 78° 58' 54" W a distance of 27.66 feet;
- 243. S 82° 03' 23" W a distance of 28.99 feet;
- 244. S 84° 07' 35" W a distance of 29.37 feet;

245. S 84° 48' 46" W a distance of 29.34 feet;
 246. S 85° 29' 19" W a distance of 28.10 feet;
 247. S 87° 31' 19" W a distance of 26.80 feet;
 248. S 88° 16' 44" W a distance of 37.12 feet;
 249. N 89° 43' 04" W a distance of 35.66 feet;
 250. N 88° 22' 02" W a distance of 37.23 feet;
 251. N 88° 22' 11" W a distance of 25.20 feet;
 252. N 88° 24' 09" W a distance of 34.65 feet;
 253. N 88° 23' 53" W a distance of 29.41 feet;
 254. N 87° 13' 04" W a distance of 30.21 feet;
 255. N 86° 21' 19" W a distance of 31.47 feet;
 256. N 85° 28' 26" W a distance of 32.34 feet;
 257. N 84° 42' 28" W a distance of 33.73 feet;
 258. N 85° 15' 25" W a distance of 35.41 feet;
 259. N 84° 44' 44" W a distance of 11.88 feet to the point of intersection with the east line of said NE ¼ of said Section 13;
 thence N 00° 14' 12" E along said east line of said NE ¼ of said Section 13 a distance of 22.08 feet to the Point of Beginning containing 8.03 acres more or less.

Lake Gulch Whiskey Resort Annexation No.4

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 77° 17' 58" E a distance of 5,336.50 feet to a point on the easterly edge of Lake Gulch Road, being the Point of Beginning.

Thence S 88° 20' 50" E along the City of Black Hawk Boundary a distance of 663.62 feet to the S 1/16th corner of Sections 17 and 18;

thence S 00° 00' 33" W along the east line of the SE ¼ of said Section 18 a distance of 1312.03 feet to the SE corner of said Section 18;

thence N 89° 44' 17" W along the south line of the SE ¼ of said Section 18 a distance of 387.79 feet to a point on the easterly edge of Lake Gulch Road, County Road 6;

thence along said easterly edge of said Lake Gulch Road the following 32 courses:

1. N 58° 27' 45" W a distance of 15.49 feet;
2. N 53° 53' 44" W a distance of 30.11 feet;
3. N 49° 36' 04" W a distance of 29.00 feet;
4. N 45° 38' 04" W a distance of 24.91 feet;
5. N 43° 37' 26" W a distance of 41.87 feet;
6. N 45° 53' 24" W a distance of 48.20 feet;
7. N 48° 44' 08" W a distance of 91.48 feet;
8. N 51° 45' 51" W a distance of 57.67 feet;
9. N 56° 17' 05" W a distance of 38.86 feet;
10. N 55° 46' 17" W a distance of 29.95 feet;
11. N 61° 28' 38" W a distance of 33.37 feet;
12. N 61° 39' 09" W a distance of 33.01 feet;
13. N 60° 16' 48" W a distance of 30.28 feet;
14. N 63° 19' 05" W a distance of 29.27 feet;
15. N 59° 18' 04" W a distance of 25.17 feet;
16. N 58° 03' 45" W a distance of 30.82 feet;
17. N 54° 46' 58" W a distance of 26.38 feet;
18. N 54° 37' 49" W a distance of 25.73 feet;
19. N 52° 04' 36" W a distance of 27.04 feet;
20. N 44° 08' 01" W a distance of 29.13 feet;
21. N 32° 05' 32" W a distance of 27.59 feet;
22. N 33° 47' 37" W a distance of 7.58 feet;
23. N 11° 08' 36" E a distance of 19.58 feet;
24. N 10° 04' 56" E a distance of 25.34 feet;

25. N 11° 03' 12" E a distance of 31.62 feet;
 26. N 11° 50' 43" E a distance of 31.40 feet;
 27. N 09° 29' 42" E a distance of 30.12 feet;
 28. N 10° 22' 47" E a distance of 30.16 feet;
 29. N 13° 18' 52" E a distance of 15.92 feet;
 30. N 11° 45' 46" E a distance of 29.86 feet;
 31. N 14° 06' 12" E a distance of 47.10 feet;
 32. N 13° 41' 03" E a distance of 24.47 feet to the point of intersection with line 2-3 of the Rickard Lode, US Mineral Survey No. 16283;
- thence N 67° 02' 38" E along said line 2-3 of said Rickard Lode a distance of 945.51 feet to corner No. 3 of said Rickard Lode;
- thence N 23° 02' 09" W along line 3-4 of said Rickard Lode a distance of 150.08 feet to corner No. 4 of said Rickard Lode;
- thence S 67° 01' 09" W along line 4-1 of said Rickard Lode a distance of 153.49 feet to the point of intersection with line 3-4 of the Olivia Lode, US Mineral Survey No. 13916;
- thence S 29° 39' 14" E along said line 3-4 a distance of 131.02 feet to corner No. 4 of said Olivia Lode;
- thence S 60° 16' 49" W along line 4-1 of said Olivia Lode a distance of 150.24 feet to corner No. 1 of said Olivia Lode;
- thence N 29° 41' 13" W along line 1-2 of said Olivia Lode a distance of 148.78 to the point of intersection with said line 4-1 of said Rickard Lode;
- thence S 67° 01' 09" W along said line 4-1 of said Rickard Lode a distance of 497.85 feet to the point of intersection with the easterly line of said Lake Gulch Road;
- thence along said easterly edge of said Lake Gulch Road the following 14 courses:
1. N 31° 34' 31" E a distance of 20.73 feet;
 2. N 37° 13' 45" E a distance of 32.47 feet;
 3. N 41° 40' 02" E a distance of 34.91 feet;
 4. N 43° 22' 45" E a distance of 38.41 feet;
 5. N 40° 01' 56" E a distance of 30.05 feet;
 6. N 34° 24' 43" E a distance of 30.28 feet;
 7. N 28° 41' 22" E a distance of 45.06 feet;

8. N 24° 29' 21" E a distance of 29.34 feet;
9. N 16° 17' 42" E a distance of 37.16 feet;
10. N 06° 12' 17" E a distance of 38.26 feet;
11. N 02° 47' 46" E a distance of 28.30 feet;
12. N 00° 03' 20" W a distance of 32.16 feet;
13. N 01° 13' 29" E a distance of 32.44 feet;
14. N 00° 41' 58" E a distance of 31.57 feet to the Point of Beginning, containing 20.72 acres more or less.

Lake Gulch Whiskey Resort Annexation No.5

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 37° 49' 49" E a distance of 1,154.79 feet to the intersection of line 3-4 of the Annex Lode, US Mineral Survey No. 7799 with the easterly and northerly edge of Lake Gulch Road, County Road 6 being the Point of Beginning.

Thence N 61° 53' 31" E along said line 3-4 of said Annex Lode a distance of 1064.95 feet to the point of intersection with the east-west centerline of the NW ¼ of said Section 18 and the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said east-west centerline of said NW ¼ and City of Black Hawk Patented Boundary a distance of 227.43 feet to the point of intersection with line 1-4 of the St. Anthony Lode, US Mineral Survey No. 19174;

thence S 39° 30' 42" W along said line 1-4 of said St. Anthony Lode a distance of 328.85 feet to the point of intersection with said easterly and northerly edge of Lake Gulch Road;

thence along said easterly and northerly edge of Lake Gulch Road the following 8 courses:

1. S 79° 21' 17" W a distance of 10.12 feet;
2. S 77° 56' 07" W a distance of 54.90 feet;
3. S 75° 45' 56" W a distance of 33.64 feet;
4. S 75° 55' 53" W a distance of 32.92 feet;

5. S 76° 19' 36" W a distance of 34.21 feet;
6. S 76° 11' 24" W a distance of 34.36 feet;
7. S 77° 18' 33" W a distance of 34.86 feet;
8. S 77° 38' 35" W a distance of 27.75 feet to the point of intersection with line 1-2 of the Elizabeth Lode, US Mineral Survey No. 15894;

thence N 39° 23' 46" E along said line 1-2 of said Elizabeth Lode a distance of 249.88 feet to the point of intersection with line 3-2 of the Black Diamond Lode, US Mineral Survey No. 17634;

thence S 63° 58' 12" W along said line 3-2 of said Black Diamond Lode a distance of 827.46 feet to the point of intersection with said easterly and northerly edge of said Lake Gulch Road;

thence along said easterly and northerly edge of said Lake Gulch Road the following 5 courses:

1. S 80° 36' 50" W a distance of 18.54 feet;
2. S 81° 54' 30" W a distance of 25.51 feet;
3. S 83° 11' 19" W a distance of 25.72 feet;
4. S 82° 00' 47" W a distance of 25.87 feet;
5. S 80° 13' 10" W a distance of 22.34 feet to the Point of Beginning containing 2.58 acres more or less.

Lake Gulch Whiskey Resort Annexation No.6

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 20° 56' 43" E a distance of 997.85 feet to the point of intersection of line 3-4 of the Dale Lode, US Mineral Survey No. 13338 with line 2-1 of the Notaway Extension Lode, US Mineral Survey No. 9722 being the Point of Beginning.

thence N 24° 10' 55" E along said line 2-1 of said Notaway Extension Lode a distance of 105.93 feet to the point of intersection with line 1-5 of the Gulch Lode, US Mineral Survey No. 12784;

thence N 36° 25' 58" E along said line 1-5 of said Gulch Lode a distance of 382.53 feet to corner No. 5 of said Gulch Lode;

thence N 52° 39' 02" W along line 5-4 of said Gulch Lode a distance of 83.36 feet to the point of intersection with said Line 2-1 of said Notaway Extension Lode;

thence N 24° 10' 55" E along said Line 2-1 of said Notaway Extension Lode a distance of 36.99 feet to the point of intersection with the east-west centerline of the NW ¼ of said Section 18 and the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said east-west centerline and City of Black Hawk Patented Boundary a distance of 756.52 feet to the point of intersection with line 1-2 of the Annex Lode, US Mineral Survey No. 7799;

thence S 61° 53' 31" W along said line 1-2 of said Annex Lode a distance of 776.77 feet to the point of intersection with line 7-6 of said Dale Lode, US Mineral Survey No. 13338;

thence N 39° 23' 00" E along said line 7-6 of said Dale Lode a distance of 409.81 feet to corner No. 6 of said Dale Lode;

thence N 50° 28' 19" W along line 6-5 of said Dale Lode a distance of 74.00 feet to corner No. 5 of said Dale Lode;

thence N 89° 24' 17" W along line 5-4 of said Dale Lode a distance of 97.24 feet to corner No. 4 of said Dale Lode;

thence S 39° 23' 43" W along line 4-3 of said Dale Lode a distance of 624.77 feet to the Point of Beginning containing 2.35 acres more or less.

Lake Gulch Whiskey Resort Annexation No.7

A parcel of land located in Sections 17 and 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East ¼ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 77° 17' 58" E a distance of 5,336.50 feet to a point on the easterly edge of Lake Gulch Road;

thence S 88° 20' 50" E along the City of Black Hawk Boundary a distance of 663.62 feet to the S 1/16th corner of Sections 17 and 18 being the Point of Beginning.

Thence N 27° 33' 11" W along the City of Black Hawk Boundary a distance of 938.48 feet to corner No. 4 of the Little Mattie Lode, US Mineral Survey No. 970;

thence N 44° 29' 09" E along line 4-3 of said Little Mattie Lode a distance of 1500.03 feet to corner No. 3 of said Little Mattie Lode;

thence N 42° 07' 27" E along the City of Black Hawk Boundary a distance of 980.96 feet to the north-south centerline of the NW ¼ of said Section 17;

thence S 01° 03' 00" E along said north-south centerline of said NW ¼ of said Section 17 a distance of 1273.98 feet to the W 1/16th corner on the east-west centerline of said NW ¼ of Section 17;

thence S 00° 21' 55" E along said north-south centerline of said NW ¼ of said Section 17 a distance of 111.85 feet to the point of intersection with line 1-2 of the Mascot Lode, US Mineral Survey No. 845;

thence S 55° 22' 15" W along said line 1-2 of said Mascot Lode a distance of 100.62 feet to corner No. 2 of said Mascot Lode;

thence S 34° 54' 36" E along line 2-3 of said Mascot Lode a distance of 146.65 feet to the point of intersection with the north-south centerline of the SW ¼ of said Section 17;

thence S 00° 21' 55" E along said north-south centerline of said SW ¼ of said Section 17 a distance of 1034.62 feet to the SW 1/16th corner of said Section 17;

thence S 88° 35' 30" W along the east-west centerline of the SW ¼ of said Section 17 a distance of 1307.15 feet to the S 1/16th corner of Sections 17 and 18, the Point of Beginning containing 63.62 acres more or less.

EXHIBIT C

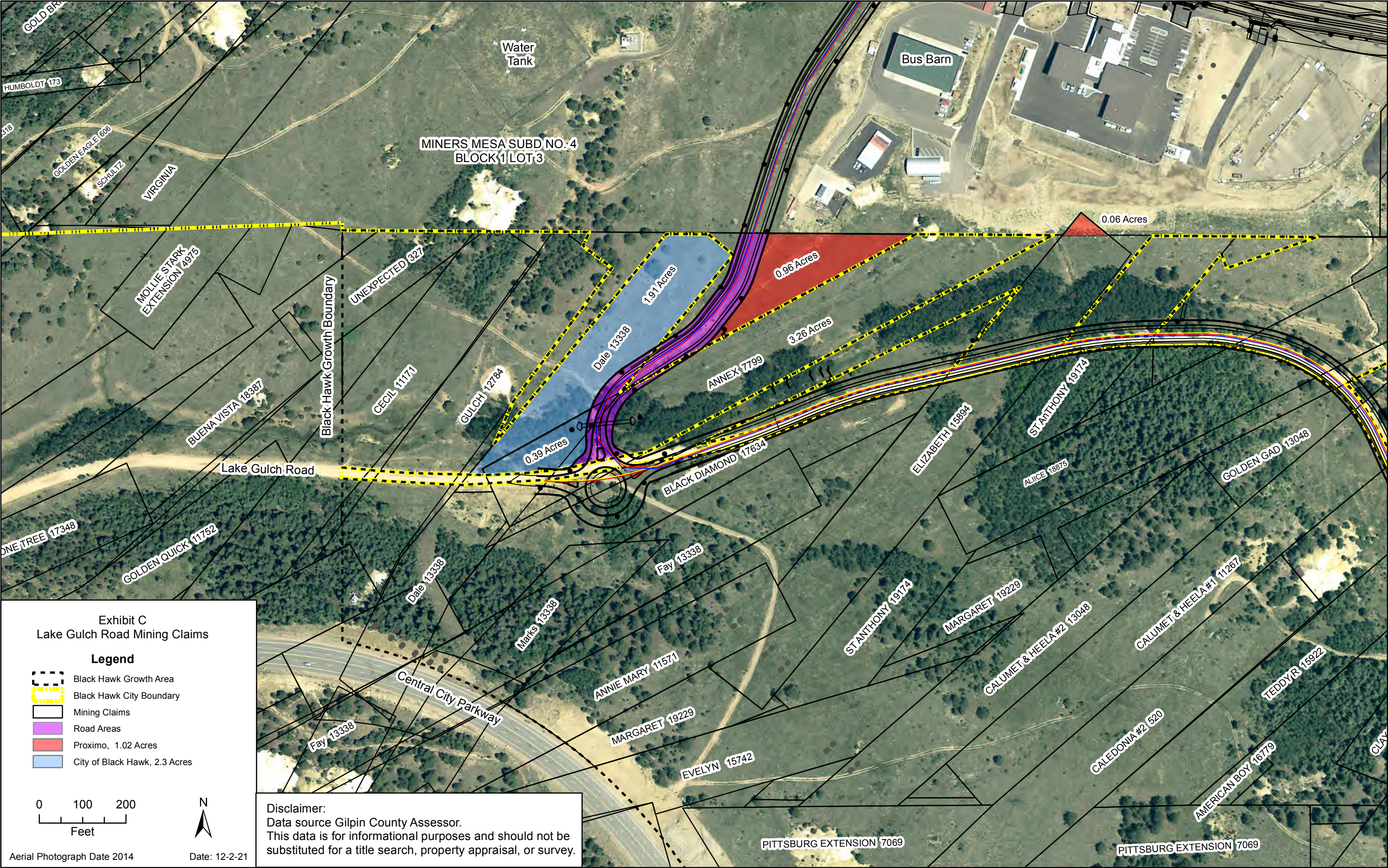


Exhibit C
Lake Gulch Road Mining Claims

- Legend**
- Black Hawk Growth Area
 - Black Hawk City Boundary
 - Mining Claims
 - Road Areas
 - Proximo, 1.02 Acres
 - City of Black Hawk, 2.3 Acres

0 100 200
Feet



Aerial Photograph Date 2014

Date: 12-2-21

Disclaimer:
Data source Gilpin County Assessor.
This data is for informational purposes and should not be
substituted for a title search, property appraisal, or survey.

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

COUNCIL BILL NUMBER: CB40

ORDINANCE NUMBER: 2021-40

TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF PARCEL NO. 8, CONSISTING OF CONTIGUOUS UNINCORPORATED TERRITORY IN GILPIN COUNTY ALSO KNOWN AS A PORTION OF THE LAKE GULCH WHISKEY RESORT ANNEXATION

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the City Council of the City of Black Hawk, Colorado, written petition(s) for annexation to and by the City of Black Hawk, Colorado, of that property described in attached **Exhibit A**, being contiguous unincorporated territory, situated, lying and being in the County of Gilpin, State of Colorado;

WHEREAS, the City Council of the City of Black Hawk, Colorado, has conducted a public hearing on December 8, 2021, as required by law to determine the eligibility for annexation of that property described in attached Exhibit A;

WHEREAS, the City Council of the City of Black Hawk, Colorado, has satisfied itself concerning the eligibility for annexation of that property described in attached Exhibit A and concerning the conformance of the proposed annexation to the applicable law in the annexation policy of the City of Black Hawk, Colorado;

WHEREAS, the City Council of the City of Black Hawk, Colorado, by resolution determined that the applicable parts of C.R.S. §§ 31-12-104 and 31-12-105 have been met, that an election is not required under C.R.S. § 31-12-107(2), and that no additional terms and conditions are to be imposed;

WHEREAS, it is the opinion of the City Council that it is desirable and necessary that the property described in the attached Exhibit A be annexed to the City; and

WHEREAS, it is in the best interest of the City and its citizens to annex said parcel.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, GILPIN COUNTY:

Section 1. The annexation by and to the City of Black Hawk, State of Colorado, of that property described in attached **Exhibit A**, situated, lying and being in the County of Gilpin, State of Colorado, meets all requirements of law and the annexation policy of the City of Black Hawk, and therefore, said annexation is hereby approved and made effective.

Section 2. The owner(s) of more than fifty percent (50%) of the area of the property described in attached Exhibit A, exclusive of public streets and alleys, petitioned for annexation

with the City by filing a Petition for Annexation, together with four (4) copies of the annexation map, as required by law, on September 21, 2021.

Section 3. The City Council, by resolution at a properly-noticed meeting on October 13, 2021, accepted said Petition and found and determined that the applicable parts of the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, as amended, have been met and further determined that an election was not required under the Act and that no additional terms and conditions were to be imposed upon said annexation.

Section 4. Upon the effective date of this Annexation Ordinance, all lands within the area to be annexed shall become subject to the Municipal Laws of the State of Colorado pertaining to towns and to all ordinances, resolutions, rules and regulations of the City of Black Hawk.

Section 5. Considering all of the foregoing, and based on the conviction that annexation of this property to the City of Black Hawk will serve the best interests of the City of Black Hawk and the owner(s) of the territory to be annexed, the unincorporated territory described in Exhibit A, which is attached hereto and made a part hereof, is hereby annexed to the City of Black Hawk, Colorado.

Section 6. The City Clerk shall file for recording one (1) certified copy of the Annexation Ordinance and one (1) copy of the Annexation Map with the Clerk and Recorder of the County of Gilpin, State of Colorado.

Section 7. The Annexation Map showing the boundaries of the newly annexed territory as above described shall be kept on file in the office of the Gilpin County Clerk and Recorder.

Section 8. The City Clerk shall file two certified copies of the Annexation Ordinance and two certified copies of the Annexation Map for the Real Property with the Clerk and Recorder of the County of Gilpin, State of Colorado, for such Clerk and Recorder's filing with the Division of Local Governments of the Department of Local Affairs and the Department of Revenue.

Section 9. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 10. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 11. Effective Date. By operation of C.R.S. § 31-12-113(2), the annexation and this Ordinance will not become effective until the City Clerk completes the filings required by statute. For the purpose of general taxation, this Ordinance shall become effective on January 1st of the next succeeding year following its passage.

READ, PASSED AND ORDERED POSTED this 8th day of December, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

EXHIBIT A

Lake Gulch Whiskey Resort Annexation No. 8

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00° 14' 12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 68° 57' 51" E a distance of 5,143.78 feet to a point of intersection of the easterly right-of-way of the Central City Parkway with line 2-3 of the Rickard Lode, US Mineral Survey No. 16283, being the Point of Beginning.

thence along said line 2-3 of the said Rickard Lode N 67° 02' 38" E a distance of 151.48 feet to the point of intersection with the westerly edge of Lake Gulch Road, County Road 6;

Thence along said westerly edge of Lake Gulch Road the following 29 courses:

1. S 13° 41' 03" W a distance of 8.03 feet;
2. S 14° 06' 12" W a distance of 47.47 feet;
3. S 11° 45' 46" W a distance of 30.01 feet;
4. S 13° 18' 52" W a distance of 16.19 feet;
5. S 10° 22' 47" W a distance of 30.89 feet;
6. S 09° 29' 42" W a distance of 29.84 feet;
7. S 11° 50' 43" W a distance of 31.10 feet;
8. S 11° 03' 12" W a distance of 31.96 feet;
9. S 10° 04' 56" W a distance of 25.32 feet;
10. S 11° 08' 36" W a distance of 28.47 feet;
11. S 32° 41' 53" E a distance of 45.93 feet;
12. S 44° 08' 01" E a distance of 32.98 feet;
13. S 52° 04' 36" E a distance of 29.05 feet;
14. S 54° 42' 27" E a distance of 53.29 feet;
15. S 58° 03' 45" E a distance of 31.69 feet;
16. S 59° 18' 04" E a distance of 26.18 feet;
17. S 63° 19' 05" E a distance of 29.46 feet;
18. S 60° 16' 48" E a distance of 29.96 feet;
19. S 61° 39' 09" E a distance of 33.24 feet;
20. S 61° 28' 38" E a distance of 32.24 feet;

21. S 55° 46' 17" E a distance of 28.96 feet;
22. S 56° 17' 05" E a distance of 38.09 feet;
23. S 51° 45' 51" E a distance of 56.22 feet;
24. S 48° 44' 08" E a distance of 90.36 feet;
25. S 45° 53' 24" E a distance of 47.21 feet;
26. S 43° 37' 26" E a distance of 41.82 feet;
27. S 45° 38' 04" E a distance of 26.06 feet;
28. S 49° 36' 04" E a distance of 30.59 feet;
29. S 53° 53' 44" E a distance of 14.21 feet to the point of intersection with the south line of the southeast 1/4 of Section 18;

thence N 89° 44' 17" W along said southeast 1/4 of Section 18 a distance of 269.81 feet to the easterly right-of-way of Central City Parkway;

Thence along said easterly right-of-way of the Central City Parkway the following 4 (four) courses:

1. along a non-tangent curve concave to the southwest having a central angle of 23° 07' 24", a radius of 760.00 feet, an arc distance of 306.72 feet and a chord bearing N 36° 26' 18" W a chord distance of 304.64 feet;
2. N 48° 00' 00" W a distance of 77.39 feet;
3. along a curve concave to the northwest, having a central angle of 48° 00' 00", a radius of 400.00 feet, an arc distance of 335.10 feet;
4. thence N 00° 00' 00" E a distance of 60.75 feet to the Point of Beginning, containing 2.17 acres more or less.

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

COUNCIL BILL NUMBER: CB41

ORDINANCE NUMBER: 2021-41

TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF PARCEL NO. 9, CONSISTING OF CONTIGUOUS UNINCORPORATED TERRITORY IN GILPIN COUNTY ALSO KNOWN AS A PORTION OF THE LAKE GULCH WHISKEY RESORT ANNEXATION

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the City Council of the City of Black Hawk, Colorado, written petition(s) for annexation to and by the City of Black Hawk, Colorado, of that property described in attached **Exhibit A**, being contiguous unincorporated territory, situated, lying and being in the County of Gilpin, State of Colorado;

WHEREAS, the City Council of the City of Black Hawk, Colorado, has conducted a public hearing on December 8, 2021, as required by law to determine the eligibility for annexation of that property described in attached Exhibit A;

WHEREAS, the City Council of the City of Black Hawk, Colorado, has satisfied itself concerning the eligibility for annexation of that property described in attached Exhibit A and concerning the conformance of the proposed annexation to the applicable law in the annexation policy of the City of Black Hawk, Colorado;

WHEREAS, the City Council of the City of Black Hawk, Colorado, by resolution determined that the applicable parts of C.R.S. §§ 31-12-104 and 31-12-105 have been met, that an election is not required under C.R.S. § 31-12-107(2), and that no additional terms and conditions are to be imposed;

WHEREAS, it is the opinion of the City Council that it is desirable and necessary that the property described in the attached Exhibit A be annexed to the City; and

WHEREAS, it is in the best interest of the City and its citizens to annex said parcel.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, GILPIN COUNTY:

Section 1. The City Council finds that the property described in the attached Exhibit A is part of the serial annexation of a larger parcel of land.

Section 2. The annexation by and to the City of Black Hawk, State of Colorado, of that property described in attached **Exhibit A**, situated, lying and being in the County of Gilpin, State of Colorado, meets all requirements of law and the annexation policy of the City of Black Hawk, and therefore, said annexation is hereby approved and made effective.

Section 3. The owner(s) of more than fifty percent (50%) of the area of the property described in attached Exhibit A, exclusive of public streets and alleys, petitioned for annexation with the City by filing a Petition for Annexation, together with four (4) copies of the annexation map, as required by law, on September 21, 2021.

Section 4. The City Council, by resolution at a properly-noticed meeting on October 13, 2021, accepted said Petition and found and determined that the applicable parts of the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, as amended, have been met and further determined that an election was not required under the Act and that no additional terms and conditions were to be imposed upon said annexation.

Section 5. Upon the effective date of this Annexation Ordinance, all lands within the area to be annexed shall become subject to the Municipal Laws of the State of Colorado pertaining to towns and to all ordinances, resolutions, rules and regulations of the City of Black Hawk.

Section 6. Considering all of the foregoing, and based on the conviction that annexation of this property to the City of Black Hawk will serve the best interests of the City of Black Hawk and the owner(s) of the territory to be annexed, the unincorporated territory described in Exhibit A, which is attached hereto and made a part hereof, is hereby annexed to the City of Black Hawk, Colorado.

Section 7. The City Clerk shall file for recording one (1) certified copy of the Annexation Ordinance and one (1) copy of the Annexation Map with the Clerk and Recorder of the County of Gilpin, State of Colorado.

Section 8. The Annexation Map showing the boundaries of the newly annexed territory as above described shall be kept on file in the office of the Gilpin County Clerk and Recorder.

Section 9. The City Clerk shall file two certified copies of the Annexation Ordinance and two certified copies of the Annexation Map for the Real Property with the Clerk and Recorder of the County of Gilpin, State of Colorado, for such Clerk and Recorder's filing with the Division of Local Governments of the Department of Local Affairs and the Department of Revenue.

Section 10. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 11. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 12. Effective Date. By operation of C.R.S. § 31-12-113(2), the annexation and this Ordinance will not become effective until the City Clerk completes the filings required by statute. For the purpose of general taxation, this Ordinance shall become effective on January 1st of the next succeeding year following its passage.

READ, PASSED AND ORDERED POSTED this 8th day of December, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

EXHIBIT A

Lake Gulch Whiskey Resort Annexation No. 9

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S $70^{\circ}40'20''$ E a distance of 5,087.72 feet to a point of intersection of the easterly Right-of-Way line of the Central City Parkway with line 4-1 of the Rickard Lode, US Mineral Survey No. 16283, being the Point of Beginning.

Thence along said Easterly Right-of-Way line the following 2 courses:

1. N $00^{\circ}00'00''$ E, a distance of 96.07 feet to a point of curvature;
2. 24.98 feet along the arc of a curve to the left, with a radius of 760.00 feet, a central angle of $01^{\circ}53'01''$, and whose chord bears N $00^{\circ}56'30''$ W, a chord distance of 24.98 feet to the point of intersection with line 4-3 of the Pine Tree Lode, Mineral Survey No. 5080;

Thence N $45^{\circ}54'58''$ E along said line 4-3 of said Pine Tree Lode, a distance of 92.12 feet to corner no. 3 of the said Pine Tree Lode;

Thence N $44^{\circ}01'46''$ W along line 3-2 of the said Pine Tree Lode, a distance of 125.48 feet to a point of non-tangent curvature being a point on said Easterly Right-of-Way line of the Central City Parkway;

Thence along said Easterly Right-of-Way line the following 3 courses:

1. 583.79 feet along the arc of a curve to the left, with a radius of 760.00 feet, a central angle of $44^{\circ}00'41''$, an arc distance of 583.79 feet and whose chord bears N $35^{\circ}39'01''$ W, a chord distance of 569.54 feet;
2. N $57^{\circ}39'21''$ W a distance of 123.98 feet to the point of intersection with line 1-4 of the Washingtons Day Lode, Mineral Survey No. 11885;
3. N $39^{\circ}23'17''$ E, along said line 1-4 of said Washingtons Day Lode a distance of 48.50 feet to a point on the Southerly edge of Lake Gulch Road, County Road 6;

Thence along the said Southerly and Westerly edges of Lake Gulch Road the following 49 courses:

1. S $66^{\circ}41'03''$ E, a distance of 4.28 feet;
2. S $66^{\circ}40'06''$ E, a distance of 26.08 feet;
3. S $61^{\circ}34'17''$ E, a distance of 31.12 feet;
4. S $57^{\circ}56'49''$ E, a distance of 28.94 feet;

5. S 54° 58' 57" E, a distance of 28.22 feet;
6. S 58° 52' 53" E, a distance of 26.50 feet;
7. S 62° 37' 03" E, a distance of 31.29 feet;
8. S 68° 24' 20" E, a distance of 28.25 feet;
9. S 67° 48' 40" E, a distance of 31.66 feet;
10. S 69° 00' 03" E, a distance of 30.35 feet;
11. S 69° 23' 51" E, a distance of 31.56 feet;
12. S 69° 16' 06" E, a distance of 30.63 feet;
13. S 69° 40' 34" E, a distance of 29.91 feet;
14. S 70° 53' 21" E, a distance of 28.78 feet;
15. S 73° 08' 35" E, a distance of 29.67 feet;
16. S 76° 41' 49" E, a distance of 30.74 feet;
17. S 81° 25' 50" E, a distance of 30.35 feet;
18. S 85° 47' 52" E, a distance of 29.04 feet;
19. S 85° 57' 08" E, a distance of 28.87 feet;
20. S 85° 10' 50" E, a distance of 29.07 feet;
21. S 84° 02' 37" E, a distance of 25.38 feet;
22. S 82° 55' 20" E, a distance of 27.67 feet;
23. S 83° 57' 02" E, a distance of 33.15 feet;
24. S 85° 25' 50" E, a distance of 33.93 feet;
25. S 87° 06' 51" E, a distance of 31.81 feet;
26. N 89° 52' 43" E, a distance of 27.21 feet;
27. S 85° 37' 54" E, a distance of 28.02 feet;
28. S 75° 08' 14" E, a distance of 29.40 feet;
29. S 53° 47' 50" E, a distance of 22.16 feet;
30. S 38° 37' 56" E, a distance of 27.41 feet;
31. S 18° 09' 05" E, a distance of 27.17 feet;
32. S 07° 44' 55" E, a distance of 29.96 feet;
33. S 04° 13' 02" E, a distance of 30.37 feet;

34. S 00° 41' 58" W, a distance of 17.64 feet;
35. S 00° 41' 58" W, a distance of 12.88 feet;
36. S 01° 13' 29" W, a distance of 32.59 feet;
37. S 00° 03' 20" E, a distance of 31.86 feet;
38. S 02° 47' 46" W, a distance of 27.09 feet;
39. S 06° 12' 17" W, a distance of 35.66 feet;
40. S 16° 17' 42" W, a distance of 33.64 feet;
41. S 24° 29' 21" W, a distance of 26.96 feet;
42. S 28° 41' 22" W, a distance of 43.15 feet;
43. S 34° 24' 43" W, a distance of 28.10 feet;
44. S 40° 01' 56" W, a distance of 28.32 feet;
45. S 43° 22' 45" W, a distance of 38.09 feet;
46. S 41° 40' 02" W, a distance of 36.10 feet;
47. S 37° 13' 45" W, a distance of 34.41 feet;
48. S 31° 34' 31" W, a distance of 34.81 feet;
49. S 26° 02' 44" W, a distance of 15.85 feet to the point of intersection with said line 4-1 of the Rickard Lode;

Thence S 67° 01' 09" W along said line 4-1 of said Rickard Lode, a distance of 222.82 feet to the Point of Beginning, containing 5.96 acres more or less.

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

COUNCIL BILL NUMBER: CB42

ORDINANCE NUMBER: 2021- 42

**TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING
THE ANNEXATION OF PARCEL NO. 10, CONSISTING OF
CONTIGUOUS UNINCORPORATED TERRITORY IN GILPIN COUNTY
ALSO KNOWN AS A PORTION OF THE LAKE GULCH WHISKEY
RESORT ANNEXATION**

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the City Council of the City of Black Hawk, Colorado, written petition(s) for annexation to and by the City of Black Hawk, Colorado, of that property described in attached **Exhibit A**, being contiguous unincorporated territory, situated, lying and being in the County of Gilpin, State of Colorado;

WHEREAS, the City Council of the City of Black Hawk, Colorado, has conducted a public hearing on December 8, 2021, as required by law to determine the eligibility for annexation of that property described in attached Exhibit A;

WHEREAS, the City Council of the City of Black Hawk, Colorado, has satisfied itself concerning the eligibility for annexation of that property described in attached Exhibit A and concerning the conformance of the proposed annexation to the applicable law in the annexation policy of the City of Black Hawk, Colorado;

WHEREAS, the City Council of the City of Black Hawk, Colorado, by resolution determined that the applicable parts of C.R.S. §§ 31-12-104 and 31-12-105 have been met, that an election is not required under C.R.S. § 31-12-107(2), and that no additional terms and conditions are to be imposed;

WHEREAS, it is the opinion of the City Council that it is desirable and necessary that the property described in the attached Exhibit A be annexed to the City; and

WHEREAS, it is in the best interest of the City and its citizens to annex said parcel.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK,
GILPIN COUNTY:

Section 1. The City Council finds that the property described in the attached Exhibit A is part of the serial annexation of a larger parcel of land.

Section 2. The annexation by and to the City of Black Hawk, State of Colorado, of that property described in attached **Exhibit A**, situated, lying and being in the County of Gilpin, State of Colorado, meets all requirements of law and the annexation policy of the City of Black Hawk, and therefore, said annexation is hereby approved and made effective.

Section 3. The owner(s) of more than fifty percent (50%) of the area of the property described in attached Exhibit A, exclusive of public streets and alleys, petitioned for annexation with the City by filing a Petition for Annexation, together with four (4) copies of the annexation map, as required by law, on September 21, 2021.

Section 4. The City Council, by resolution at a properly-noticed meeting on October 13, 2021, accepted said Petition and found and determined that the applicable parts of the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, as amended, have been met and further determined that an election was not required under the Act and that no additional terms and conditions were to be imposed upon said annexation.

Section 5. Upon the effective date of this Annexation Ordinance, all lands within the area to be annexed shall become subject to the Municipal Laws of the State of Colorado pertaining to towns and to all ordinances, resolutions, rules and regulations of the City of Black Hawk.

Section 6. Considering all of the foregoing, and based on the conviction that annexation of this property to the City of Black Hawk will serve the best interests of the City of Black Hawk and the owner(s) of the territory to be annexed, the unincorporated territory described in Exhibit A, which is attached hereto and made a part hereof, is hereby annexed to the City of Black Hawk, Colorado.

Section 7. The City Clerk shall file for recording one (1) certified copy of the Annexation Ordinance and one (1) copy of the Annexation Map with the Clerk and Recorder of the County of Gilpin, State of Colorado.

Section 8. The Annexation Map showing the boundaries of the newly annexed territory as above described shall be kept on file in the office of the Gilpin County Clerk and Recorder.

Section 9. The City Clerk shall file two certified copies of the Annexation Ordinance and two certified copies of the Annexation Map for the Real Property with the Clerk and Recorder of the County of Gilpin, State of Colorado, for such Clerk and Recorder's filing with the Division of Local Governments of the Department of Local Affairs and the Department of Revenue.

Section 10. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 11. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 12. Effective Date. By operation of C.R.S. § 31-12-113(2), the annexation and this Ordinance will not become effective until the City Clerk completes the filings required by statute. For the purpose of general taxation, this Ordinance shall become effective on January 1st of the next succeeding year following its passage.

READ, PASSED AND ORDERED POSTED this 8th day of December, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

EXHIBIT A

Lake Gulch Whiskey Resort Annexation No. 10

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S $62^{\circ}11'51''$ E a distance of 1,552.51 feet to the point of intersection of the easterly right-of-way of the Central City Parkway with line 4-3 of the Success Lode, US Mineral Survey No. 5280, being the Point of Beginning.

Thence N $85^{\circ}47'47''$ E along said line 4-3 of said Success Lode a distance of 219.43 feet to the point of intersection with line 3-4 of the Meeker Lode, US Mineral Survey No. 769;

thence N $72^{\circ}25'55''$ E along said line 3-4 of said Meeker Lode a distance of 198.36 feet to corner No. 4 of said Meeker Lode;

thence S $08^{\circ}09'30''$ E along line 4-5 of said Meeker Lode a distance of 45.96 feet to the point of intersection with said line 4-3 of said Success Lode;

thence N $85^{\circ}47'47''$ E along said line 4-3 of said Success Lode a distance of 422.83 feet to corner No. 3 of said Success lode;

thence N $62^{\circ}22'36''$ E a distance of 991.81 feet to corner No. 4 of the Tariff Lode, US Mineral Survey No. 966;

thence N $47^{\circ}01'18''$ E along line 4-3 of said Tariff Lode a distance of 409.50 feet to the southwesterly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of said Lake Gulch Road the following 48 courses:

1. S $44^{\circ}25'34''$ E a distance of 6.91 feet;
2. S $47^{\circ}16'09''$ E a distance of 32.68 feet;
3. S $44^{\circ}56'55''$ E a distance of 25.56 feet;
4. S $42^{\circ}17'50''$ E a distance of 25.12 feet;
5. S $41^{\circ}52'51''$ E a distance of 35.49 feet;
6. S $41^{\circ}29'04''$ E a distance of 32.24 feet;
7. S $41^{\circ}30'58''$ E a distance of 32.25 feet;
8. S $39^{\circ}40'26''$ E a distance of 30.55 feet;
9. S $43^{\circ}51'36''$ E a distance of 32.77 feet;
10. S $47^{\circ}25'27''$ E a distance of 31.87 feet;

11. S 47° 57' 34" E a distance of 34.89 feet;
12. S 46° 02' 34" E a distance of 24.23 feet;
13. S 38° 52' 14" E a distance of 35.74 feet;
14. S 33° 48' 48" E a distance of 25.62 feet;
15. S 29° 24' 22" E a distance of 26.77 feet;
16. S 30° 56' 40" E a distance of 26.10 feet;
17. S 37° 52' 45" E a distance of 34.89 feet;
18. S 49° 29' 24" E a distance of 30.84 feet;
19. S 59° 21' 59" E a distance of 28.78 feet;
20. S 61° 44' 13" E a distance of 33.99 feet;
21. S 61° 25' 24" E a distance of 33.19 feet;
22. S 59° 58' 24" E a distance of 27.27 feet;
23. S 51° 35' 16" E a distance of 23.97 feet;
24. S 49° 06' 25" E a distance of 25.35 feet;
25. S 45° 20' 47" E a distance of 26.75 feet;
26. S 43° 58' 04" E a distance of 27.46 feet;
27. S 42° 43' 23" E a distance of 29.05 feet;
28. S 37° 44' 53" E a distance of 27.18 feet;
29. S 34° 08' 31" E a distance of 30.52 feet;
30. S 38° 01' 46" E a distance of 27.43 feet;
31. S 42° 12' 45" E a distance of 28.59 feet;
32. S 43° 31' 15" E a distance of 28.69 feet;
33. S 45° 09' 35" E a distance of 28.28 feet;
34. S 47° 37' 34" E a distance of 28.86 feet;
35. S 48° 21' 34" E a distance of 29.28 feet;
36. S 49° 32' 52" E a distance of 31.07 feet;
37. S 51° 12' 12" E a distance of 31.14 feet;
38. S 52° 37' 45" E a distance of 28.67 feet;
39. S 53° 43' 00" E a distance of 34.13 feet;

40. S 53° 50' 43" E a distance of 24.95 feet;

41. S 50° 23' 24" E a distance of 25.21 feet;

42. S 48° 28' 12" E a distance of 25.02 feet;

43. S 48° 28' 12" E a distance of 2.56 feet;

44. S 48° 55' 48" E a distance of 30.51 feet;

45. S 51° 44' 53" E a distance of 29.94 feet;

46. S 56° 10' 53" E a distance of 33.17 feet;

47. S 62° 17' 04" E a distance of 33.06 feet;

48. S 66° 41' 03" E a distance of 22.40 feet to the point of intersection with line 4-1 of the Washingtons Day Lode, US Mineral Survey No. 11885;

thence S 39° 23' 17" W along said line 4-1 of said Washingtons Day Lode a distance of 48.50 feet to the point of intersection with the northerly right-of-way line of the Central City Parkway;

thence N 57° 39' 21" W along said northerly right-of-way line a distance of 507.58 feet to the beginning of a curve concave to the south having a central angle of 07° 27' 51", having a radius of 760.00 feet, an arc distance of 99.01 feet to the point of intersection with line 3-2 of the Justice Lode US Mineral Survey No. 394;

thence N 41° 55' 05" E along said line 3-2 of said Justice Lode a distance of 81.00 feet to corner No. 2 of said Justice Lode;

thence N 47° 50' 35" W along line 2-1 of said Justice Lode a distance of 100.27 feet to corner No. 1 of said Justice Lode;

thence S 41° 56' 29" W along line 1-4 of said Justice Lode a distance of 120.12 feet to the point of intersection with the said northerly right-of-way line of said Central City Parkway;

thence along said northerly right-of-way line along a non-tangent curve being concave to the south having a central angle of 33° 40' 01", a radius of 760.00 feet, an arc distance of 446.57 feet, a chord bearing of S 89° 58' 01" W and a chord distance of 439.34 feet;

thence S 73° 06' 01" W continuing along said northerly right-of-way a distance of 1305.67 feet to the beginning of a curve being concave to the north having a central angle of 63° 50' 42", having a radius of 650.00 feet, to the point of intersection with said line 4-3 of the Success Lode, US Mineral Survey No. 5280, the Point of Beginning, containing 17.24 acres, more or less.

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

COUNCIL BILL NUMBER: CB43

ORDINANCE NUMBER: 2021- 43

**TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING
THE ANNEXATION OF PARCEL NO. 11, CONSISTING OF
CONTIGUOUS UNINCORPORATED TERRITORY IN GILPIN COUNTY
ALSO KNOWN AS A PORTION OF THE LAKE GULCH WHISKEY
RESORT ANNEXATION**

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the City Council of the City of Black Hawk, Colorado, written petition(s) for annexation to and by the City of Black Hawk, Colorado, of that property described in attached **Exhibit A**, being contiguous unincorporated territory, situated, lying and being in the County of Gilpin, State of Colorado;

WHEREAS, the City Council of the City of Black Hawk, Colorado, has conducted a public hearing on December 8, 2021, as required by law to determine the eligibility for annexation of that property described in attached Exhibit A;

WHEREAS, the City Council of the City of Black Hawk, Colorado, has satisfied itself concerning the eligibility for annexation of that property described in attached Exhibit A and concerning the conformance of the proposed annexation to the applicable law in the annexation policy of the City of Black Hawk, Colorado;

WHEREAS, the City Council of the City of Black Hawk, Colorado, by resolution determined that the applicable parts of C.R.S. §§ 31-12-104 and 31-12-105 have been met, that an election is not required under C.R.S. § 31-12-107(2), and that no additional terms and conditions are to be imposed;

WHEREAS, it is the opinion of the City Council that it is desirable and necessary that the property described in the attached Exhibit A be annexed to the City; and

WHEREAS, it is in the best interest of the City and its citizens to annex said parcel.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK,
GILPIN COUNTY:

Section 1. The City Council finds that the property described in the attached Exhibit A is part of the serial annexation of a larger parcel of land.

Section 2. The annexation by and to the City of Black Hawk, State of Colorado, of that property described in attached **Exhibit A**, situated, lying and being in the County of Gilpin, State of Colorado, meets all requirements of law and the annexation policy of the City of Black Hawk, and therefore, said annexation is hereby approved and made effective.

Section 3. The owner(s) of more than fifty percent (50%) of the area of the property described in attached Exhibit A, exclusive of public streets and alleys, petitioned for annexation with the City by filing a Petition for Annexation, together with four (4) copies of the annexation map, as required by law, on September 21, 2021.

Section 4. The City Council, by resolution at a properly-noticed meeting on October 13, 2021, accepted said Petition and found and determined that the applicable parts of the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, as amended, have been met and further determined that an election was not required under the Act and that no additional terms and conditions were to be imposed upon said annexation.

Section 5. Upon the effective date of this Annexation Ordinance, all lands within the area to be annexed shall become subject to the Municipal Laws of the State of Colorado pertaining to towns and to all ordinances, resolutions, rules and regulations of the City of Black Hawk.

Section 6. Considering all of the foregoing, and based on the conviction that annexation of this property to the City of Black Hawk will serve the best interests of the City of Black Hawk and the owner(s) of the territory to be annexed, the unincorporated territory described in Exhibit A, which is attached hereto and made a part hereof, is hereby annexed to the City of Black Hawk, Colorado.

Section 7. The City Clerk shall file for recording one (1) certified copy of the Annexation Ordinance and one (1) copy of the Annexation Map with the Clerk and Recorder of the County of Gilpin, State of Colorado.

Section 8. The Annexation Map showing the boundaries of the newly annexed territory as above described shall be kept on file in the office of the Gilpin County Clerk and Recorder.

Section 9. The City Clerk shall file two certified copies of the Annexation Ordinance and two certified copies of the Annexation Map for the Real Property with the Clerk and Recorder of the County of Gilpin, State of Colorado, for such Clerk and Recorder's filing with the Division of Local Governments of the Department of Local Affairs and the Department of Revenue.

Section 10. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 11. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 12. Effective Date. By operation of C.R.S. § 31-12-113(2), the annexation and this Ordinance will not become effective until the City Clerk completes the filings required by statute. For the purpose of general taxation, this Ordinance shall become effective on January 1st of the next succeeding year following its passage.

READ, PASSED AND ORDERED POSTED this 8th day of December, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

EXHIBIT A

Lake Gulch Whiskey Resort Annexation No. 11

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 72° 51' 36" E a distance of 2,275.62 feet to corner No. 1 of the Caledonia Lode, US Mineral Survey No. 519, being the Point of Beginning.

Thence N 49° 29' 47" E along line 1-2 of said Caledonia Lode a distance of 318.07 feet to the point of intersection with the southwesterly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of Lake Gulch Road the following 10 courses:

1. S 28° 29' 34" E a distance of 21.80 feet;
2. S 29° 02' 31" E a distance of 38.14 feet;
3. S 30° 53' 34" E a distance of 34.55 feet;
4. S 32° 21' 41" E a distance of 29.64 feet;
5. S 34° 37' 33" E a distance of 34.03 feet;
6. S 38° 27' 56" E a distance of 36.03 feet;
7. S 44° 59' 11" E a distance of 33.97 feet;
8. S 48° 19' 15" E a distance of 30.25 feet;
9. S 48° 45' 27" E a distance of 32.27 feet;
10. S 50° 32' 17" E a distance of 30.35 feet to the point of intersection with line 1-2 of the Clay County Lode, US Mineral Survey No. 329B;

thence S 50° 08' 44" W along said line 1-2 of said Clay County Lode a distance of 159.20 feet to corner No. 2 of said Clay County Lode;

thence S 58° 08' 12" E along line 2-3 of said Clay County Lode a distance of 188.25 feet to the point of intersection with line 2-1 of the Clay County Lode, US Mineral Survey No. 329A;

thence S 37° 28' 00" W along said line 2-1 of said Clay County Lode a distance of 623.18 feet to corner No. 1 of said Clay County Lode, US Mineral Survey No. 329A;

thence S 52° 39' 32" E along line 1-4 of said Clay County Lode a distance of 151.05 feet to corner No. 4 of said Clay County Lode;

thence N 37° 26' 41" E along line 4-3 of said Clay County Lode a distance of 389.56 feet to corner No. 4 of the East Clay County Lode, US Mineral Survey No. 18776;

thence N 89° 56' 08" E along line 4-3 of said East Clay County Lode and its extension thereof a distance of 190.48 feet to the point of intersection with line 6-5 of the Blow Out Lode, US Mineral Survey No. 18776;

thence S 36° 04' 17" W along said line 6-5 of said Blow Out Lode a distance of 20.54 feet to corner No. 5 of said Blow Out Lode;

thence S 89° 57' 28" E along line 5-4 of said Blow Out Lode a distance of 184.33 feet to corner No. 4 of said Blow Out Lode;

thence N 36° 08' 54" E along line 4-3 of said Blow Out Lode a distance of 103.56 feet to corner No. 4 of the Great Britian Lode, US Mineral Survey No. 18776;

thence S 89° 57' 40" E along line 4-5 of said Great Britian Lode a distance of 186.34 feet to corner No. 5 of said Great Britian Lode;

thence N 36° 07' 10" E along line 5-6 of said Great Britian Lode a distance of 1.36 feet to the point of intersection with said southwesterly edge of Lake Gulch Road, County Road 6;

thence S 46° 05' 49" E along said southwesterly edge of Lake Gulch Road a distance of 12.22 feet;

thence S 47° 24' 34" E along said southwesterly edge of Lake Gulch Road a distance of 33.36 feet;

thence S 46° 33' 23" E along said southwesterly edge of Lake Gulch Road a distance of 8.79 feet to the point of intersection with line 2-1 of the Tariff Lode, US Mineral Survey No. 966;

thence S 47° 00' 48" W along said line 2-1 of said Tariff Lode a distance of 403.36 feet to corner No. 1 of said Tariff Lode;

thence S 42° 58' 42" E along line 1-4 of said Tariff Lode a distance of 149.74 feet to corner No. 4 of said Tariff Lode;

thence S 62° 22' 36" W a distance of 991.81 feet to corner No. 3 of the Success Lode, US Mineral Survey No. 5280;

thence N 04° 16' 10" W along line 3-2 of said Success Lode a distance of 150.04 feet to corner No. 2 of said Success Lode;

thence S 85° 49' 05" W along line 2-1 of said Success Lode a distance of 476.25 feet;

thence N 46° 11' 59" E a distance of 716.62 feet to corner No. 3 of the Pittburg Ext. Lode, US Mineral Survey No. 7069;

thence N 00° 25' 37" W along line 3-2 of said Pittburg Ext. Lode a distance of 150.29 feet to corner No. 2 of said Pittburg Ext. Lode;

thence S 89° 18' 06" W along line 2-1 of said Pittsburg Ext. Lode a distance of 499.53 feet to the point of intersection with line 3-4 of the Calendonia No. 2 Lode, US Mineral Survey No. 520;
thence N 48° 54' 18" E along said line 3-4 of said Calendonia No. 2 Lode a distance of 705.54 feet to corner No. 4 of said Caledonia Lode, US Mineral Survey No. 519;
thence N 40° 18' 18" W along line 4-1 of said Caledonia Lode a distance of 150.08 feet to the Point of Beginning, containing 20.37 Acres, more or less.

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

COUNCIL BILL NUMBER: CB44

ORDINANCE NUMBER: 2021- 44

**TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING
THE ANNEXATION OF PARCEL NO. 12, CONSISTING OF
CONTIGUOUS UNINCORPORATED TERRITORY IN GILPIN COUNTY
ALSO KNOWN AS A PORTION OF THE LAKE GULCH WHISKEY
RESORT ANNEXATION**

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the City Council of the City of Black Hawk, Colorado, written petition(s) for annexation to and by the City of Black Hawk, Colorado, of that property described in attached **Exhibit A**, being contiguous unincorporated territory, situated, lying and being in the County of Gilpin, State of Colorado;

WHEREAS, the City Council of the City of Black Hawk, Colorado, has conducted a public hearing on December 8, 2021, as required by law to determine the eligibility for annexation of that property described in attached Exhibit A;

WHEREAS, the City Council of the City of Black Hawk, Colorado, has satisfied itself concerning the eligibility for annexation of that property described in attached Exhibit A and concerning the conformance of the proposed annexation to the applicable law in the annexation policy of the City of Black Hawk, Colorado;

WHEREAS, the City Council of the City of Black Hawk, Colorado, by resolution determined that the applicable parts of C.R.S. §§ 31-12-104 and 31-12-105 have been met, that an election is not required under C.R.S. § 31-12-107(2), and that no additional terms and conditions are to be imposed;

WHEREAS, it is the opinion of the City Council that it is desirable and necessary that the property described in the attached Exhibit A be annexed to the City; and

WHEREAS, it is in the best interest of the City and its citizens to annex said parcel.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK,
GILPIN COUNTY:

Section 1. The City Council finds that the property described in the attached Exhibit A is part of the serial annexation of a larger parcel of land.

Section 2. The annexation by and to the City of Black Hawk, State of Colorado, of that property described in attached **Exhibit A**, situated, lying and being in the County of Gilpin, State of Colorado, meets all requirements of law and the annexation policy of the City of Black Hawk, and therefore, said annexation is hereby approved and made effective.

Section 3. The owner(s) of more than fifty percent (50%) of the area of the property described in attached Exhibit A, exclusive of public streets and alleys, petitioned for annexation with the City by filing a Petition for Annexation, together with four (4) copies of the annexation map, as required by law, on September 21, 2021.

Section 4. The City Council, by resolution at a properly-noticed meeting on October 13, 2021, accepted said Petition and found and determined that the applicable parts of the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, as amended, have been met and further determined that an election was not required under the Act and that no additional terms and conditions were to be imposed upon said annexation.

Section 5. Upon the effective date of this Annexation Ordinance, all lands within the area to be annexed shall become subject to the Municipal Laws of the State of Colorado pertaining to towns and to all ordinances, resolutions, rules and regulations of the City of Black Hawk.

Section 6. Considering all of the foregoing, and based on the conviction that annexation of this property to the City of Black Hawk will serve the best interests of the City of Black Hawk and the owner(s) of the territory to be annexed, the unincorporated territory described in Exhibit A, which is attached hereto and made a part hereof, is hereby annexed to the City of Black Hawk, Colorado.

Section 7. The City Clerk shall file for recording one (1) certified copy of the Annexation Ordinance and one (1) copy of the Annexation Map with the Clerk and Recorder of the County of Gilpin, State of Colorado.

Section 8. The Annexation Map showing the boundaries of the newly annexed territory as above described shall be kept on file in the office of the Gilpin County Clerk and Recorder.

Section 9. The City Clerk shall file two certified copies of the Annexation Ordinance and two certified copies of the Annexation Map for the Real Property with the Clerk and Recorder of the County of Gilpin, State of Colorado, for such Clerk and Recorder's filing with the Division of Local Governments of the Department of Local Affairs and the Department of Revenue.

Section 10. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 11. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 12. Effective Date. By operation of C.R.S. § 31-12-113(2), the annexation and this Ordinance will not become effective until the City Clerk completes the filings required by statute. For the purpose of general taxation, this Ordinance shall become effective on January 1st of the next succeeding year following its passage.

READ, PASSED AND ORDERED POSTED this 8th day of December, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

EXHIBIT A

Lake Gulch Whiskey Resort Annexation No. 12

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S $69^{\circ}53'37''$ E a distance of 1,225.66 feet to the point of intersection of line 3-4 of the Caledonia Lode No. 2, US Mineral Survey No. 520 with the northeasterly right-of-line of the Central City Parkway, being the Point of Beginning.

Thence N $48^{\circ}54'04''$ E along said line 3-4 of said Caledonia No. 2 Lode a distance of 549.87 feet to the point of intersection with line 4-3 of the Pittsburg Ext, Lode, US Mineral Survey No. 7069;

thence N $89^{\circ}18'45''$ E along said line 3-4 of said Pittsburg Ext. Lode a distance of 675.26 feet to corner No. 3 of said Pittsburg Ext. Lode;

thence S $46^{\circ}11'59''$ W a distance of 716.62 feet to the point of intersection with line 2-1 of the Success Lode, US Mineral Survey No. 5280;

thence S $85^{\circ}49'05''$ W along said line 2-1 of said Success Lode a distance of 459.86 feet of the point of intersection with said northeasterly right-of-line of the Central City Parkway;

thence N $35^{\circ}24'20''$ W along said northeasterly right-of-line of the Central City Parkway a distance of 196.28 feet to the Point of Beginning, containing 7.66 Acres, more or less.

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

COUNCIL BILL NUMBER: CB45

ORDINANCE NUMBER: 2021- 45

TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF PARCEL NO. 13, CONSISTING OF CONTIGUOUS UNINCORPORATED TERRITORY IN GILPIN COUNTY ALSO KNOWN AS A PORTION OF THE LAKE GULCH WHISKEY RESORT ANNEXATION

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the City Council of the City of Black Hawk, Colorado, written petition(s) for annexation to and by the City of Black Hawk, Colorado, of that property described in attached **Exhibit A**, being contiguous unincorporated territory, situated, lying and being in the County of Gilpin, State of Colorado;

WHEREAS, the City Council of the City of Black Hawk, Colorado, has conducted a public hearing on December 8, 2021, as required by law to determine the eligibility for annexation of that property described in attached Exhibit A;

WHEREAS, the City Council of the City of Black Hawk, Colorado, has satisfied itself concerning the eligibility for annexation of that property described in attached Exhibit A and concerning the conformance of the proposed annexation to the applicable law in the annexation policy of the City of Black Hawk, Colorado;

WHEREAS, the City Council of the City of Black Hawk, Colorado, by resolution determined that the applicable parts of C.R.S. §§ 31-12-104 and 31-12-105 have been met, that an election is not required under C.R.S. § 31-12-107(2), and that no additional terms and conditions are to be imposed;

WHEREAS, it is the opinion of the City Council that it is desirable and necessary that the property described in the attached Exhibit A be annexed to the City; and

WHEREAS, it is in the best interest of the City and its citizens to annex said parcel.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, GILPIN COUNTY:

Section 1. The annexation by and to the City of Black Hawk, State of Colorado, of that property described in attached **Exhibit A**, situated, lying and being in the County of Gilpin, State of Colorado, meets all requirements of law and the annexation policy of the City of Black Hawk, and therefore, said annexation is hereby approved and made effective.

Section 2. The owner(s) of more than fifty percent (50%) of the area of the property described in attached Exhibit A, exclusive of public streets and alleys, petitioned for annexation

with the City by filing a Petition for Annexation, together with four (4) copies of the annexation map, as required by law, on September 21, 2021.

Section 3. The City Council, by resolution at a properly-noticed meeting on October 13, 2021, accepted said Petition and found and determined that the applicable parts of the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, as amended, have been met and further determined that an election was not required under the Act and that no additional terms and conditions were to be imposed upon said annexation.

Section 4. Upon the effective date of this Annexation Ordinance, all lands within the area to be annexed shall become subject to the Municipal Laws of the State of Colorado pertaining to towns and to all ordinances, resolutions, rules and regulations of the City of Black Hawk.

Section 5. Considering all of the foregoing, and based on the conviction that annexation of this property to the City of Black Hawk will serve the best interests of the City of Black Hawk and the owner(s) of the territory to be annexed, the unincorporated territory described in Exhibit A, which is attached hereto and made a part hereof, is hereby annexed to the City of Black Hawk, Colorado.

Section 6. The City Clerk shall file for recording one (1) certified copy of the Annexation Ordinance and one (1) copy of the Annexation Map with the Clerk and Recorder of the County of Gilpin, State of Colorado.

Section 7. The Annexation Map showing the boundaries of the newly annexed territory as above described shall be kept on file in the office of the Gilpin County Clerk and Recorder.

Section 8. The City Clerk shall file two certified copies of the Annexation Ordinance and two certified copies of the Annexation Map for the Real Property with the Clerk and Recorder of the County of Gilpin, State of Colorado, for such Clerk and Recorder's filing with the Division of Local Governments of the Department of Local Affairs and the Department of Revenue.

Section 9. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 10. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 11. Effective Date. By operation of C.R.S. § 31-12-113(2), the annexation and this Ordinance will not become effective until the City Clerk completes the filings required by statute. For the purpose of general taxation, this Ordinance shall become effective on January 1st of the next succeeding year following its passage.

READ, PASSED AND ORDERED POSTED this 8th day of December, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

EXHIBIT A

Lake Gulch Whiskey Resort Annexation No. 13

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S $87^{\circ}12'22''$ E a distance of 4,688.84 feet to corner No. 3 of the Washingtons Day Lode, US Mineral Survey No. 11885, being the Point of Beginning.

thence along said line 3-4 of the said Washingtons Day Lode S $45^{\circ}12'88''$ E a distance of 150.58 feet to corner No. 4 of said Washingtons Day Lode;

thence along line 4-1 of said Washingtons Day Lode S $39^{\circ}23'17''$ W a distance of 633.47 feet to the point of intersection with the northeasterly edge of Lake Gulch Road, County Road 6;

Thence along said northeasterly edge of Lake Gulch Road the following 7 courses:

1. N $66^{\circ}40'06''$ W a distance of 2.05 feet;
2. N $66^{\circ}41'03''$ W a distance of 25.85 feet;
3. N $62^{\circ}17'04''$ W a distance of 31.05 feet;
4. N $56^{\circ}10'53''$ W a distance of 31.14 feet;
5. N $51^{\circ}44'53''$ W a distance of 28.55 feet;
6. N $48^{\circ}55'48''$ W a distance of 29.88 feet;
7. N $48^{\circ}28'12''$ W a distance of 3.30 feet to the point of intersection with line 2-3 of said Washingtons Day Lode;

thence N $39^{\circ}23'18''$ E along said line 2-3 of said Washingtons Day lode a distance of 664.25 feet to the Point of Beginning, containing 2.25 acres more or less.

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

COUNCIL BILL NUMBER: CB46

ORDINANCE NUMBER: 2021- 46

**TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING
THE ANNEXATION OF PARCEL NO. 14, CONSISTING OF
CONTIGUOUS UNINCORPORATED TERRITORY IN GILPIN COUNTY
ALSO KNOWN AS A PORTION OF THE LAKE GULCH WHISKEY
RESORT ANNEXATION**

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the City Council of the City of Black Hawk, Colorado, written petition(s) for annexation to and by the City of Black Hawk, Colorado, of that property described in attached **Exhibit A**, being contiguous unincorporated territory, situated, lying and being in the County of Gilpin, State of Colorado;

WHEREAS, the City Council of the City of Black Hawk, Colorado, has conducted a public hearing on December 8, 2021, as required by law to determine the eligibility for annexation of that property described in attached Exhibit A;

WHEREAS, the City Council of the City of Black Hawk, Colorado, has satisfied itself concerning the eligibility for annexation of that property described in attached Exhibit A and concerning the conformance of the proposed annexation to the applicable law in the annexation policy of the City of Black Hawk, Colorado;

WHEREAS, the City Council of the City of Black Hawk, Colorado, by resolution determined that the applicable parts of C.R.S. §§ 31-12-104 and 31-12-105 have been met, that an election is not required under C.R.S. § 31-12-107(2), and that no additional terms and conditions are to be imposed;

WHEREAS, it is the opinion of the City Council that it is desirable and necessary that the property described in the attached Exhibit A be annexed to the City; and

WHEREAS, it is in the best interest of the City and its citizens to annex said parcel.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK,
GILPIN COUNTY:

Section 1. The annexation by and to the City of Black Hawk, State of Colorado, of that property described in attached **Exhibit A**, situated, lying and being in the County of Gilpin, State of Colorado, meets all requirements of law and the annexation policy of the City of Black Hawk, and therefore, said annexation is hereby approved and made effective.

Section 2. The owner(s) of more than fifty percent (50%) of the area of the property described in attached Exhibit A, exclusive of public streets and alleys, petitioned for annexation

with the City by filing a Petition for Annexation, together with four (4) copies of the annexation map, as required by law, on September 21, 2021.

Section 3. The City Council, by resolution at a properly-noticed meeting on October 13, 2021, accepted said Petition and found and determined that the applicable parts of the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, as amended, have been met and further determined that an election was not required under the Act and that no additional terms and conditions were to be imposed upon said annexation.

Section 4. Upon the effective date of this Annexation Ordinance, all lands within the area to be annexed shall become subject to the Municipal Laws of the State of Colorado pertaining to towns and to all ordinances, resolutions, rules and regulations of the City of Black Hawk.

Section 5. Considering all of the foregoing, and based on the conviction that annexation of this property to the City of Black Hawk will serve the best interests of the City of Black Hawk and the owner(s) of the territory to be annexed, the unincorporated territory described in Exhibit A, which is attached hereto and made a part hereof, is hereby annexed to the City of Black Hawk, Colorado.

Section 6. The City Clerk shall file for recording one (1) certified copy of the Annexation Ordinance and one (1) copy of the Annexation Map with the Clerk and Recorder of the County of Gilpin, State of Colorado.

Section 7. The Annexation Map showing the boundaries of the newly annexed territory as above described shall be kept on file in the office of the Gilpin County Clerk and Recorder.

Section 8. The City Clerk shall file two certified copies of the Annexation Ordinance and two certified copies of the Annexation Map for the Real Property with the Clerk and Recorder of the County of Gilpin, State of Colorado, for such Clerk and Recorder's filing with the Division of Local Governments of the Department of Local Affairs and the Department of Revenue.

Section 9. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 10. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 11. Effective Date. By operation of C.R.S. § 31-12-113(2), the annexation and this Ordinance will not become effective until the City Clerk completes the filings required by statute. For the purpose of general taxation, this Ordinance shall become effective on January 1st of the next succeeding year following its passage.

READ, PASSED AND ORDERED POSTED this 8th day of December, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

EXHIBIT A

Lake Gulch Whiskey Resort Annexation No. 14

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $30^{\circ}07'02''$ E a distance of 580.34 feet to the point of intersection of line 1-2 of the Black Diamond Lode, US Mineral Survey No. 17634 with line 2-3 of the Fay Lode, US Mineral Survey No. 13338 being the Point of Beginning.

thence N $26^{\circ}04'04''$ W along said line 1-2 of said Black Diamond Lode a distance of 80.46 feet to the point of intersection with line 1-7 of the Dale Lode, US Mineral Survey No. 13338;

thence N $26^{\circ}54'00''$ E along said line 1-7 of said Dale Lode a distance of 4.46 feet to corner No. 7 of said Dale Lode;

thence N $39^{\circ}29'28''$ E along line 7-6 of said Dale Lode a distance of 160.32 feet to line 2-3 of said Black Diamond Lode;

thence N $63^{\circ}58'12''$ E along said line 2-3 of said Black Diamond Lode a distance of 446.58 feet to the point of intersection with the southerly edge of Lake Gulch Road, County Road 6;

thence along the southwesterly edge of Lake Gulch Road the following 34 courses:

1. N $83^{\circ}11'19''$ E a distance of 23.36 feet;
2. N $81^{\circ}54'30''$ E a distance of 26.00 feet;
3. N $80^{\circ}36'50''$ E a distance of 37.64 feet;
4. N $77^{\circ}53'04''$ E a distance of 25.96 feet;
5. N $76^{\circ}30'21''$ E a distance of 27.01 feet;
6. N $74^{\circ}45'56''$ E a distance of 27.07 feet;
7. N $73^{\circ}10'29''$ E a distance of 27.76 feet;
8. N $71^{\circ}02'53''$ E a distance of 29.23 feet;
9. N $69^{\circ}29'32''$ E a distance of 29.75 feet;
10. N $68^{\circ}02'26''$ E a distance of 28.95 feet;
11. N $68^{\circ}11'55''$ E a distance of 28.31 feet;
12. N $68^{\circ}11'21''$ E a distance of 28.17 feet;
13. N $70^{\circ}17'29''$ E a distance of 27.18 feet;

14. N 72° 23' 23" E a distance of 26.00 feet;
15. N 72° 28' 10" E a distance of 26.92 feet;
16. N 68° 41' 24" E a distance of 27.19 feet;
17. N 71° 51' 48" E a distance of 26.69 feet;
18. N 74° 45' 31" E a distance of 27.02 feet;
19. N 75° 42' 50" E a distance of 28.46 feet;
20. N 77° 13' 39" E a distance of 28.92 feet;
21. N 78° 51' 11" E a distance of 28.33 feet;
22. N 78° 32' 38" E a distance of 27.26 feet;
23. N 76° 41' 51" E a distance of 24.88 feet;
24. N 79° 17' 59" E a distance of 14.47 feet;
25. N 79° 17' 59" E a distance of 14.37 feet;
26. N 78° 11' 27" E a distance of 5.81 feet;
27. N 77° 38' 35" E a distance of 7.14 feet;
28. N 77° 38' 35" E a distance of 27.82 feet;
29. N 77° 18' 33" E a distance of 35.14 feet;
30. N 76° 11' 24" E a distance of 34.55 feet;
31. N 76° 19' 36" E a distance of 34.26 feet;
32. N 75° 55' 53" E a distance of 33.03 feet;
33. N 75° 45' 56" E a distance of 33.26 feet;
34. N 77° 56' 07" E a distance of 37.18 feet to the point of intersection with line 1-4 of the St. Anthony Lode, US Mineral Survey No. 19174;

thence S 39° 30' 42" W along said line 1-4 of said St. Anthony Lode a distance of 392.10 feet to the point of intersection with line 3-4 of the Alice Lode, US Mineral Survey No. 18785;

thence N 63° 23' 00" E along said line 3-4 of said Alice Lode a distance of 371.35 feet to the point of intersection with line 3-2 of said St. Anthony Lode;

Thence N 39° 31' 27" E along said line 3-2 of said St. Anthony Lode a distance of 210.07 feet to the point of intersection with said southerly edge of Lake Gulch Road, County Road 6;

thence along said southwesterly edge of Lake Gulch Road the following 18 courses:

1. S 89° 47' 40" E a distance of 26.55 feet;
2. S 89° 16' 33" E a distance of 25.73 feet;

3. N 89° 11' 13" E a distance of 25.02 feet;
4. N 89° 11' 41" E a distance of 28.08 feet;
5. N 87° 57' 44" E a distance of 28.75 feet;
6. N 89° 07' 00" E a distance of 25.28 feet;
7. S 88° 32' 40" E a distance of 28.15 feet;
8. S 82° 16' 38" E a distance of 26.04 feet;
9. S 77° 37' 44" E a distance of 25.62 feet;
10. S 73° 18' 40" E a distance of 30.03 feet;
11. S 71° 44' 22" E a distance of 26.36 feet;
12. S 69° 56' 57" E a distance of 31.66 feet;
13. S 67° 22' 05" E a distance of 26.00 feet;
14. S 64° 31' 22" E a distance of 25.12 feet;
15. S 63° 34' 32" E a distance of 26.32 feet;
16. S 61° 36' 30" E a distance of 25.13 feet;
17. S 55° 33' 38" E a distance of 30.91 feet;
18. S 47° 36' 27" E a distance of 0.69 feet to the point of intersection with line 3-2 of the Golden Gad Lode, US Mineral Survey No. 13048;

thence S 63° 17' 40" W along said line 3-2 of said Golden Gad Lode a distance of 722.08 feet to corner No. 2 of said Golden Gad Lode;

thence S 31° 40' 56" E along line 2-1 of said Golden Gad Lode a distance of 95.57 feet to the point of intersection with line 2-1 of the Calumet and Hecla No. 2 Lode, US Mineral Survey No. 13048;

thence S 48° 55' 49" W along said line 2-1 of said Calumet and Hecla Lode a distance of 61.79 feet to the point of intersection with line 3-4 of the Margaret Lode, US Mineral Survey No. 19229;

thence N 21° 01' 44" W along said line 3-4 of said Margaret Lode a distance of 114.04 feet to corner No. 4 of said Margaret Lode;

thence S 69° 01' 22" W along line 4-1 of said Margaret Lode a distance of 186.95 feet to the point of intersection with line 3-2 of said St. Anthony Lode;

thence N 39° 31' 27" E along said line 3-2 of said St. Anthony Lode a distance of 73.31 feet to the point of intersection with line 1-2 of said Alice Lode;

thence S 63° 22' 25" W along said line 1-2 of said Alice Lode a distance of 53.94 feet to corner No. 2 of said Alice Lode;

thence N 26° 45' 28" W along line 2-3 of said Alice Lode a distance of 140.24 feet to the point of intersection with said line 1-4 of said St. Anthony Lode;

thence S 39° 30' 42" W along said line 1-4 of said St. Anthony Lode a distance of 345.75 feet to the point of intersection with said line 4-1 of said Margaret Lode;

thence S 69° 01' 22" W along said line 4-1 of said Margaret Lode a distance of 16.29 feet to the point of intersection with line 3-4 of said Elizabeth Lode;

thence S 39° 23' 48" W along said line 3-4 of said Elizabeth Lode a distance of 272.15 feet to corner No. 4 of said Elizabeth Lode;

thence N 50° 27' 18" W along line 4-1 of said Elizabeth Lode a distance of 148.43 feet to the point of intersection with line 4-3 of the Annie Mary Lode, US Mineral Survey No. 11571;

thence N 62° 32' 35" E along line 4-3 of said Annie Mary Lode a distance of 221.31 feet to corner No. 3 of said Annie Mary Lode;

thence N 27° 32' 41" W along line 3-2 of said Annie Mary Lode a distance of 149.99 feet to corner No. 2 of said Annie Mary Lode;

thence S 62° 32' 35" W along line 2-1 of said Annie Mary Lode a distance of 607.56 feet to the point of intersection with the northeasterly right-of-way of the Central City Parkway;

thence along a non-tangent curve concave to the southwest an arc distance of 13.72 feet, a delta angle of 00° 44' 55", having a radius of 1050.00 feet, and whose long chord bears N 62° 43' 25" W a distance of 13.72 feet to the point of intersection with line 5-4 of the Marks Lode, US Mineral Survey No. 13338;

thence N 44° 35' 21" E along said line 5-4 of said Marks Lode a distance of 80.14 feet to the point of intersection with line 1-4 of the Fay Lode, US Mineral Survey No. 13338;

thence N 60° 43' 32" E along said line 1-4 of said Fay Lode a distance of 714.47 feet to corner No. 4 of said Fay Lode;

thence N 29° 20' 48" W along line 4-3 of said Fay Lode a distance of 150.66 feet to corner No. 3 of said Fay Lode;

thence S 60° 42' 01" W along line 3-2 of said Fay Lode a distance of 442.61 feet to the point of intersection with line 4-3 of the Marks Lode, US Mineral Survey No. 13338;

thence S 86° 28' 49" W along said line 4-3 of said Marks Lode a distance of 122.51 feet to corner No. 3 of said Marks Lode;

thence S 44° 22' 49" W along line 3-2 of said Marks Lode a distance of 189.62 feet to the point of intersection with line 4-1 of said Black Diamond Lode;

thence S 60° 42' 01" W along said line 4-1 of said Black Diamond Lode a distance of 120.71 feet to the Point of Beginning, containing 11.43 Acres, more or less.

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

COUNCIL BILL NUMBER: CB47

ORDINANCE NUMBER: 2021- 47

**TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING
THE ANNEXATION OF PARCEL NO. 15, CONSISTING OF
CONTIGUOUS UNINCORPORATED TERRITORY IN GILPIN COUNTY
ALSO KNOWN AS A PORTION OF THE LAKE GULCH WHISKEY
RESORT ANNEXATION**

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the City Council of the City of Black Hawk, Colorado, written petition(s) for annexation to and by the City of Black Hawk, Colorado, of that property described in attached **Exhibit A**, being contiguous unincorporated territory, situated, lying and being in the County of Gilpin, State of Colorado;

WHEREAS, the City Council of the City of Black Hawk, Colorado, has conducted a public hearing on December 8, 2021, as required by law to determine the eligibility for annexation of that property described in attached Exhibit A;

WHEREAS, the City Council of the City of Black Hawk, Colorado, has satisfied itself concerning the eligibility for annexation of that property described in attached Exhibit A and concerning the conformance of the proposed annexation to the applicable law in the annexation policy of the City of Black Hawk, Colorado;

WHEREAS, the City Council of the City of Black Hawk, Colorado, by resolution determined that the applicable parts of C.R.S. §§ 31-12-104 and 31-12-105 have been met, that an election is not required under C.R.S. § 31-12-107(2), and that no additional terms and conditions are to be imposed;

WHEREAS, it is the opinion of the City Council that it is desirable and necessary that the property described in the attached Exhibit A be annexed to the City; and

WHEREAS, it is in the best interest of the City and its citizens to annex said parcel.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK,
GILPIN COUNTY:

Section 1. The annexation by and to the City of Black Hawk, State of Colorado, of that property described in attached **Exhibit A**, situated, lying and being in the County of Gilpin, State of Colorado, meets all requirements of law and the annexation policy of the City of Black Hawk, and therefore, said annexation is hereby approved and made effective.

Section 2. The owner(s) of more than fifty percent (50%) of the area of the property described in attached Exhibit A, exclusive of public streets and alleys, petitioned for annexation

with the City by filing a Petition for Annexation, together with four (4) copies of the annexation map, as required by law, on September 21, 2021.

Section 3. The City Council, by resolution at a properly-noticed meeting on October 13, 2021, accepted said Petition and found and determined that the applicable parts of the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, as amended, have been met and further determined that an election was not required under the Act and that no additional terms and conditions were to be imposed upon said annexation.

Section 4. Upon the effective date of this Annexation Ordinance, all lands within the area to be annexed shall become subject to the Municipal Laws of the State of Colorado pertaining to towns and to all ordinances, resolutions, rules and regulations of the City of Black Hawk.

Section 5. Considering all of the foregoing, and based on the conviction that annexation of this property to the City of Black Hawk will serve the best interests of the City of Black Hawk and the owner(s) of the territory to be annexed, the unincorporated territory described in Exhibit A, which is attached hereto and made a part hereof, is hereby annexed to the City of Black Hawk, Colorado.

Section 6. The City Clerk shall file for recording one (1) certified copy of the Annexation Ordinance and one (1) copy of the Annexation Map with the Clerk and Recorder of the County of Gilpin, State of Colorado.

Section 7. The Annexation Map showing the boundaries of the newly annexed territory as above described shall be kept on file in the office of the Gilpin County Clerk and Recorder.

Section 8. The City Clerk shall file two certified copies of the Annexation Ordinance and two certified copies of the Annexation Map for the Real Property with the Clerk and Recorder of the County of Gilpin, State of Colorado, for such Clerk and Recorder's filing with the Division of Local Governments of the Department of Local Affairs and the Department of Revenue.

Section 9. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 10. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 11. Effective Date. By operation of C.R.S. § 31-12-113(2), the annexation and this Ordinance will not become effective until the City Clerk completes the filings required by statute. For the purpose of general taxation, this Ordinance shall become effective on January 1st of the next succeeding year following its passage.

READ, PASSED AND ORDERED POSTED this 8th day of December, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

EXHIBIT A

Lake Gulch Whiskey Resort Annexation No. 15

The Little Mattie Lode, US Mineral Survey No. 970 in Sections 17&18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 87° 15' 37" E a distance of 5,334.83 feet to corner No. 1 of said Little Mattie Lode, being the Point of Beginning.

Thence N 44° 28' 40" E along line 1-2 of said Little Mattie Lode a distance of 1499.34 feet to corner No. 2 of said Little Mattie Lode;

thence S 45° 33' 27" E along line 2-3 of said Little Mattie Lode a distance of 149.96 feet to corner No. 3 of said Little Mattie Lode;

thence S 44° 29' 09" W along line 3-4 of said Little Mattie Lode a distance of 1500.03 feet to corner No. 4 of said Little Mattie Lode;

thence N 45° 17' 32" W along line 4-1 of said Little Mattie Lode a distance of 149.75 feet to the Point of Beginning, containing 5.16 Acres, more or less.

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

COUNCIL BILL NUMBER: CB48

ORDINANCE NUMBER: 2021- 48

**TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING
THE ANNEXATION OF PARCEL NO. 16, CONSISTING OF
CONTIGUOUS UNINCORPORATED TERRITORY IN GILPIN COUNTY
ALSO KNOWN AS A PORTION OF THE LAKE GULCH WHISKEY
RESORT ANNEXATION**

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the City Council of the City of Black Hawk, Colorado, written petition(s) for annexation to and by the City of Black Hawk, Colorado, of that property described in attached **Exhibit A**, being contiguous unincorporated territory, situated, lying and being in the County of Gilpin, State of Colorado;

WHEREAS, the City Council of the City of Black Hawk, Colorado, has conducted a public hearing on December 8, 2021, as required by law to determine the eligibility for annexation of that property described in attached Exhibit A;

WHEREAS, the City Council of the City of Black Hawk, Colorado, has satisfied itself concerning the eligibility for annexation of that property described in attached Exhibit A and concerning the conformance of the proposed annexation to the applicable law in the annexation policy of the City of Black Hawk, Colorado;

WHEREAS, the City Council of the City of Black Hawk, Colorado, by resolution determined that the applicable parts of C.R.S. §§ 31-12-104 and 31-12-105 have been met, that an election is not required under C.R.S. § 31-12-107(2), and that no additional terms and conditions are to be imposed;

WHEREAS, it is the opinion of the City Council that it is desirable and necessary that the property described in the attached Exhibit A be annexed to the City; and

WHEREAS, it is in the best interest of the City and its citizens to annex said parcel.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK,
GILPIN COUNTY:

Section 1. The annexation by and to the City of Black Hawk, State of Colorado, of that property described in attached **Exhibit A**, situated, lying and being in the County of Gilpin, State of Colorado, meets all requirements of law and the annexation policy of the City of Black Hawk, and therefore, said annexation is hereby approved and made effective.

Section 2. The owner(s) of more than fifty percent (50%) of the area of the property described in attached Exhibit A, exclusive of public streets and alleys, petitioned for annexation

with the City by filing a Petition for Annexation, together with four (4) copies of the annexation map, as required by law, on September 21, 2021.

Section 3. The City Council, by resolution at a properly-noticed meeting on October 13, 2021, accepted said Petition and found and determined that the applicable parts of the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, as amended, have been met and further determined that an election was not required under the Act and that no additional terms and conditions were to be imposed upon said annexation.

Section 4. Upon the effective date of this Annexation Ordinance, all lands within the area to be annexed shall become subject to the Municipal Laws of the State of Colorado pertaining to towns and to all ordinances, resolutions, rules and regulations of the City of Black Hawk.

Section 5. Considering all of the foregoing, and based on the conviction that annexation of this property to the City of Black Hawk will serve the best interests of the City of Black Hawk and the owner(s) of the territory to be annexed, the unincorporated territory described in Exhibit A, which is attached hereto and made a part hereof, is hereby annexed to the City of Black Hawk, Colorado.

Section 6. The City Clerk shall file for recording one (1) certified copy of the Annexation Ordinance and one (1) copy of the Annexation Map with the Clerk and Recorder of the County of Gilpin, State of Colorado.

Section 7. The Annexation Map showing the boundaries of the newly annexed territory as above described shall be kept on file in the office of the Gilpin County Clerk and Recorder.

Section 8. The City Clerk shall file two certified copies of the Annexation Ordinance and two certified copies of the Annexation Map for the Real Property with the Clerk and Recorder of the County of Gilpin, State of Colorado, for such Clerk and Recorder's filing with the Division of Local Governments of the Department of Local Affairs and the Department of Revenue.

Section 9. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 10. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 11. Effective Date. By operation of C.R.S. § 31-12-113(2), the annexation and this Ordinance will not become effective until the City Clerk completes the filings required by statute. For the purpose of general taxation, this Ordinance shall become effective on January 1st of the next succeeding year following its passage.

READ, PASSED AND ORDERED POSTED this 8th day of December, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

EXHIBIT A

Lake Gulch Whiskey Resort Annexation No. 16

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $74^{\circ}53'25''$ E a distance of 4,804.55 feet to corner No. 14 of the Gold Tunnel No. 21 Lode, US Mineral Survey No. 4589, being the Point of Beginning.

Thence N $46^{\circ}21'54''$ W along line 14-15 of said Gold Tunnel No. 21 Lode a distance of 150.01 feet to corner No. 15 of said Gold Tunnel No. 21 Lode;

thence N $43^{\circ}56'51''$ E along line 15-16 of said Gold Tunnel No. 21 Lode a distance of 81.81 feet to the south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 18, being also the City of Black Hawk Patented Boundary;

thence N $89^{\circ}32'31''$ E along said south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 18 and the City of Black Hawk Patented Boundary a distance of 209.92 feet to the point of intersection with line 13-14 of said Gold Tunnel No. 21 Lode;

thence S $43^{\circ}56'09''$ W along said line 13-14 of said Gold Tunnel No. 21 Lode a distance of 227.88 feet to the Point of Beginning, containing 0.53 Acres, more or less.

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

COUNCIL BILL NUMBER: CB49

ORDINANCE NUMBER: 2021- 49

TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF PARCEL NO. 17, CONSISTING OF CONTIGUOUS UNINCORPORATED TERRITORY IN GILPIN COUNTY ALSO KNOWN AS A PORTION OF THE LAKE GULCH WHISKEY RESORT ANNEXATION

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the City Council of the City of Black Hawk, Colorado, written petition(s) for annexation to and by the City of Black Hawk, Colorado, of that property described in attached **Exhibit A**, being contiguous unincorporated territory, situated, lying and being in the County of Gilpin, State of Colorado;

WHEREAS, the City Council of the City of Black Hawk, Colorado, has conducted a public hearing on December 8, 2021, as required by law to determine the eligibility for annexation of that property described in attached Exhibit A;

WHEREAS, the City Council of the City of Black Hawk, Colorado, has satisfied itself concerning the eligibility for annexation of that property described in attached Exhibit A and concerning the conformance of the proposed annexation to the applicable law in the annexation policy of the City of Black Hawk, Colorado;

WHEREAS, the City Council of the City of Black Hawk, Colorado, by resolution determined that the applicable parts of C.R.S. §§ 31-12-104 and 31-12-105 have been met, that an election is not required under C.R.S. § 31-12-107(2), and that no additional terms and conditions are to be imposed;

WHEREAS, it is the opinion of the City Council that it is desirable and necessary that the property described in the attached Exhibit A be annexed to the City; and

WHEREAS, it is in the best interest of the City and its citizens to annex said parcel.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, GILPIN COUNTY:

Section 1. The annexation by and to the City of Black Hawk, State of Colorado, of that property described in attached **Exhibit A**, situated, lying and being in the County of Gilpin, State of Colorado, meets all requirements of law and the annexation policy of the City of Black Hawk, and therefore, said annexation is hereby approved and made effective.

Section 2. The owner(s) of more than fifty percent (50%) of the area of the property described in attached Exhibit A, exclusive of public streets and alleys, petitioned for annexation

with the City by filing a Petition for Annexation, together with four (4) copies of the annexation map, as required by law, on September 21, 2021.

Section 3. The City Council, by resolution at a properly-noticed meeting on October 13, 2021, accepted said Petition and found and determined that the applicable parts of the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, as amended, have been met and further determined that an election was not required under the Act and that no additional terms and conditions were to be imposed upon said annexation.

Section 4. Upon the effective date of this Annexation Ordinance, all lands within the area to be annexed shall become subject to the Municipal Laws of the State of Colorado pertaining to towns and to all ordinances, resolutions, rules and regulations of the City of Black Hawk.

Section 5. Considering all of the foregoing, and based on the conviction that annexation of this property to the City of Black Hawk will serve the best interests of the City of Black Hawk and the owner(s) of the territory to be annexed, the unincorporated territory described in Exhibit A, which is attached hereto and made a part hereof, is hereby annexed to the City of Black Hawk, Colorado.

Section 6. The City Clerk shall file for recording one (1) certified copy of the Annexation Ordinance and one (1) copy of the Annexation Map with the Clerk and Recorder of the County of Gilpin, State of Colorado.

Section 7. The Annexation Map showing the boundaries of the newly annexed territory as above described shall be kept on file in the office of the Gilpin County Clerk and Recorder.

Section 8. The City Clerk shall file two certified copies of the Annexation Ordinance and two certified copies of the Annexation Map for the Real Property with the Clerk and Recorder of the County of Gilpin, State of Colorado, for such Clerk and Recorder's filing with the Division of Local Governments of the Department of Local Affairs and the Department of Revenue.

Section 9. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 10. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 11. Effective Date. By operation of C.R.S. § 31-12-113(2), the annexation and this Ordinance will not become effective until the City Clerk completes the filings required by statute. For the purpose of general taxation, this Ordinance shall become effective on January 1st of the next succeeding year following its passage.

READ, PASSED AND ORDERED POSTED this 8th day of December, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

EXHIBIT A

Lake Gulch Whiskey Resort Annexation No. 17

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $41^{\circ}36'06''$ E a distance of 1,242.54 feet to the point of intersection of line 2-3 of the Black Diamond Lode, US Mineral Survey No. 17634 with the northerly edge of Lake Gulch Road, County Road No. 6, being the Point of Beginning.

Thence N $63^{\circ}58'12''$ E along said line 2-3 of said Black Diamond Lode a distance of 827.46 feet to the point of intersection with line 2-1 of the Elizabeth Lode, US Mineral Survey No. 15894;

thence S $39^{\circ}23'46''$ W along said line 2-1 of said Elizabeth Lode a distance of 249.88 feet to the point intersection with the northerly edge of said Lake Gulch Road;

thence along said northerly edge of said Lake Gulch Road the following 24 courses:

1. S $77^{\circ}38'35''$ W a distance of 7.04 feet;
2. S $78^{\circ}11'27''$ W a distance of 5.49 feet;
3. S $79^{\circ}17'59''$ W a distance of 29.12 feet;
4. S $76^{\circ}41'51''$ W a distance of 25.03 feet;
5. S $78^{\circ}32'38''$ W a distance of 26.85 feet;
6. S $78^{\circ}51'11''$ W a distance of 28.58 feet;
7. S $77^{\circ}13'39''$ W a distance of 29.52 feet;
8. S $75^{\circ}42'50''$ W a distance of 28.93 feet;
9. S $74^{\circ}45'31''$ W a distance of 27.76 feet;
10. S $71^{\circ}51'48''$ W a distance of 27.85 feet;
11. S $68^{\circ}41'24''$ W a distance of 27.08 feet;
12. S $72^{\circ}28'10''$ W a distance of 26.21 feet;
13. S $72^{\circ}23'23''$ W a distance of 26.42 feet;
14. S $70^{\circ}17'29''$ W a distance of 27.99 feet;
15. S $68^{\circ}11'21''$ W a distance of 28.57 feet;

16. S 68° 11' 55" W a distance of 28.34 feet;
17. S 68° 02' 26" W a distance of 28.70 feet;
18. S 69° 29' 32" W a distance of 29.17 feet;
19. S 71° 02' 53" W a distance of 28.52 feet;
20. S 73° 10' 29" W a distance of 27.05 feet;
21. S 74° 45' 56" W a distance of 26.43 feet;
22. S 76° 30' 21" W a distance of 26.42 feet;
23. S 77° 53' 04" W a distance of 25.17 feet;
24. S 80° 36' 50" W a distance of 18.32 feet to the Point of Beginning, containing 0.93 Acres, more or less.

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

COUNCIL BILL NUMBER: CB50

ORDINANCE NUMBER: 2021- 50

TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF PARCEL NO. 18, CONSISTING OF CONTIGUOUS UNINCORPORATED TERRITORY IN GILPIN COUNTY ALSO KNOWN AS A PORTION OF THE LAKE GULCH WHISKEY RESORT ANNEXATION

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the City Council of the City of Black Hawk, Colorado, written petition(s) for annexation to and by the City of Black Hawk, Colorado, of that property described in attached **Exhibit A**, being contiguous unincorporated territory, situated, lying and being in the County of Gilpin, State of Colorado;

WHEREAS, the City Council of the City of Black Hawk, Colorado, has conducted a public hearing on December 8, 2021, as required by law to determine the eligibility for annexation of that property described in attached Exhibit A;

WHEREAS, the City Council of the City of Black Hawk, Colorado, has satisfied itself concerning the eligibility for annexation of that property described in attached Exhibit A and concerning the conformance of the proposed annexation to the applicable law in the annexation policy of the City of Black Hawk, Colorado;

WHEREAS, the City Council of the City of Black Hawk, Colorado, by resolution determined that the applicable parts of C.R.S. §§ 31-12-104 and 31-12-105 have been met, that an election is not required under C.R.S. § 31-12-107(2), and that no additional terms and conditions are to be imposed;

WHEREAS, it is the opinion of the City Council that it is desirable and necessary that the property described in the attached Exhibit A be annexed to the City; and

WHEREAS, it is in the best interest of the City and its citizens to annex said parcel.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, GILPIN COUNTY:

Section 1. The annexation by and to the City of Black Hawk, State of Colorado, of that property described in attached **Exhibit A**, situated, lying and being in the County of Gilpin, State of Colorado, meets all requirements of law and the annexation policy of the City of Black Hawk, and therefore, said annexation is hereby approved and made effective.

Section 2. The owner(s) of more than fifty percent (50%) of the area of the property described in attached Exhibit A, exclusive of public streets and alleys, petitioned for annexation

with the City by filing a Petition for Annexation, together with four (4) copies of the annexation map, as required by law, on September 21, 2021.

Section 3. The City Council, by resolution at a properly-noticed meeting on October 13, 2021, accepted said Petition and found and determined that the applicable parts of the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, as amended, have been met and further determined that an election was not required under the Act and that no additional terms and conditions were to be imposed upon said annexation.

Section 4. Upon the effective date of this Annexation Ordinance, all lands within the area to be annexed shall become subject to the Municipal Laws of the State of Colorado pertaining to towns and to all ordinances, resolutions, rules and regulations of the City of Black Hawk.

Section 5. Considering all of the foregoing, and based on the conviction that annexation of this property to the City of Black Hawk will serve the best interests of the City of Black Hawk and the owner(s) of the territory to be annexed, the unincorporated territory described in Exhibit A, which is attached hereto and made a part hereof, is hereby annexed to the City of Black Hawk, Colorado.

Section 6. The City Clerk shall file for recording one (1) certified copy of the Annexation Ordinance and one (1) copy of the Annexation Map with the Clerk and Recorder of the County of Gilpin, State of Colorado.

Section 7. The Annexation Map showing the boundaries of the newly annexed territory as above described shall be kept on file in the office of the Gilpin County Clerk and Recorder.

Section 8. The City Clerk shall file two certified copies of the Annexation Ordinance and two certified copies of the Annexation Map for the Real Property with the Clerk and Recorder of the County of Gilpin, State of Colorado, for such Clerk and Recorder's filing with the Division of Local Governments of the Department of Local Affairs and the Department of Revenue.

Section 9. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 10. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 11. Effective Date. By operation of C.R.S. § 31-12-113(2), the annexation and this Ordinance will not become effective until the City Clerk completes the filings required by statute. For the purpose of general taxation, this Ordinance shall become effective on January 1st of the next succeeding year following its passage.

READ, PASSED AND ORDERED POSTED this 8th day of December, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

EXHIBIT A

Lake Gulch Whiskey Resort Annexation No. 18

A parcel of land located in Section 18, Township 3 South, Range 72 West of the 6th Principal Meridian, County of Gilpin, State of Colorado, being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N $00^{\circ}14'12''$ E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N $55^{\circ}10'45''$ E a distance of 2,029.15 feet to the point of intersection of line 4-1 of the St. Anthony Lode, US Mineral Survey No. 19174 with the northerly edge of Lake Gulch Road, County Road No. 6, being the Point of Beginning.

Thence N $39^{\circ}30'42''$ E along said line 4-1 of said St. Anthony Lode a distance of 328.85 feet to the point of intersection with the south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 18, being also the City of Black Hawk Patented Boundary;

thence S $89^{\circ}38'09''$ E along said south line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 18 a distance of 145.22 feet to the point of intersection with line 1-6 of the Susan-Mary Lode, US Mineral Survey No. 694;

thence S $19^{\circ}06'00''$ E along said line 1-6 of said Susan-Mary Lode a distance of 44.24 feet to the point of intersection with line 2-3 of said St. Anthony Lode;

thence S $39^{\circ}31'27''$ W along said line 2-3 of said St. Anthony Lode a distance of 246.50 feet to said northerly edge of Lake Gulch Road;

thence along said northerly edge of Lake Gulch Road the following 8 courses:

1. N $89^{\circ}47'40''$ W a distance of 21.27 feet;
2. S $89^{\circ}45'47''$ W a distance of 26.85 feet;
3. S $87^{\circ}30'36''$ W a distance of 25.59 feet;
4. S $85^{\circ}59'16''$ W a distance of 29.83 feet;
5. S $82^{\circ}42'42''$ W a distance of 26.71 feet;
6. S $81^{\circ}04'54''$ W a distance of 30.69 feet;
7. S $79^{\circ}51'30''$ W a distance of 30.19 feet;
8. S $79^{\circ}21'17''$ W a distance of 22.47 feet to the Point of Beginning, containing 1.04 Acres, more or less.

COUNCIL BILL 51

ORDINANCE 2021-51

A BILL FOR AN ORDINANCE (1) ZONING CERTAIN NEWLY ANNEXED PROPERTY WITHIN THE CITY OF BLACK HAWK TO COMMERCIAL/BUSINESS SERVICES (C/BS) ZONING DISTRICT AND A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY KNOWN AS THE LAKE GULCH WHISKEY RESORT AMENDMENT 1 PLANNED UNIT DEVELOPMENT, (2) REZONING CERTAIN PROPERTY WITHIN THE CITY OF BLACK HAWK TO DELETE THE PLANNED UNIT DEVELOPMENT (PUD) OVERLAY KNOWN AS THE LAKE GULCH WHISKEY RESORT PLANNED UNIT DEVELOPMENT, AND (3) REZONING CERTAIN OTHER PROPERTY WITHIN THE CITY OF BLACK HAWK TO COMMERCIAL/BUSINESS SERVICES (C/BS) ZONING DISTRICT AND A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY KNOWN AS THE LAKE GULCH WHISKEY RESORT AMENDMENT 1 PLANNED UNIT DEVELOPMENT (PUD), AND AMENDING THE CITY'S ZONING MAP TO CONFORM THEREWITH

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB51

ORDINANCE NUMBER: 2021- 51

TITLE: A BILL FOR AN ORDINANCE (1) ZONING CERTAIN NEWLY ANNEXED PROPERTY WITHIN THE CITY OF BLACK HAWK TO COMMERCIAL/BUSINESS SERVICES (C/BS) ZONING DISTRICT AND A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY KNOWN AS THE LAKE GULCH WHISKEY RESORT AMENDMENT 1 PLANNED UNIT DEVELOPMENT, (2) REZONING CERTAIN PROPERTY WITHIN THE CITY OF BLACK HAWK TO DELETE THE PLANNED UNIT DEVELOPMENT (PUD) OVERLAY KNOWN AS THE LAKE GULCH WHISKEY RESORT PLANNED UNIT DEVELOPMENT, AND (3) REZONING CERTAIN OTHER PROPERTY WITHIN THE CITY OF BLACK HAWK TO COMMERCIAL/BUSINESS SERVICES (C/BS) ZONING DISTRICT AND A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY KNOWN AS THE LAKE GULCH WHISKEY RESORT AMENDMENT 1 PLANNED UNIT DEVELOPMENT (PUD), AND AMENDING THE CITY'S ZONING MAP TO CONFORM THEREWITH

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, GILPIN COUNTY:

Section 1. Findings of Fact.

a. On October 13, 2021, the City Council approved a Resolution determining that certain annexation petitions submitted in a series for the real property described in attached **Exhibit A** (collectively, the "Newly Annexed Real Property"), substantially complies with the requirements of C.R.S. § 31-12-107(1)(a) and set a public hearing for December 8, 2021, on the eligibility of the Real Property to be annexed into the City as provided by state law.

b. The City thereafter instituted the procedure for the initial zoning of the Newly Annexed Real Property.

c. An application was submitted for initially zoning the Newly Annexed Real Property to Commercial/Business Services (C/BS) with a Planned Unit Development (PUD) overlay district, pursuant to the City of Black Hawk Zoning Ordinance known as the Lake Gulch Whiskey Resort Amendment 1 Planned Unit Development.

d. In addition, application was submitted for rezoning certain property to eliminate the entire Planned Unit Development Overlay known as the Lake Gulch Whiskey Resort Planned Unit Development for the property more particularly described in **Exhibit B**, attached hereto and incorporated herein by this reference.

e. Finally, application was submitted for rezoning certain property previously subject to the Environmental Character Preservation (ECP), and Hillside Development - Mixed Use (HD) zoning districts to the Commercial/Business Services (C/BS) zoning district with a Planned Unit Development (PUD) overlay district known as the Lake Gulch Whiskey Resort Planned Unit Development Amendment 1 for the property more particularly described in **Exhibit C**, attached hereto and incorporated herein by this reference.

f. Public notice has been given of such combined zoning and rezoning by one publication in a newspaper of general circulation within the City and the official newspaper of the City at least fifteen (15) days before the public hearing of such amendment.

g. Notice of such proposed hearing was posted on the property that is subject to this application for fifteen (15) consecutive days prior to said hearing.

f. A need exists for zoning and rezoning the property that is subject to this application pursuant to Section 16-361 of the City of Black Hawk Zoning Ordinance as follows:

i. A need does exist for the zoning, and the PUD as amended will implement the objectives of the City of Black Hawk Zoning Ordinance;

ii. The proposal for zoning and rezoning conforms with and is not inconsistent with the Comprehensive Plan;

iii. Additional growth opportunities and placemaking in the City of Black Hawk have changed and the proposal warrants new uses on the property;

iv. Adequate circulation exists in the area to support the initial zoning and the proposed rezoning, and infrastructure will be constructed and extended to accommodate full build-out of the proposed project; and

v. Any additional cost for municipal-related services resulting from the proposal will not be incurred by the City, and are addressed in the Annexation Agreement to be approved concurrently herewith.

g. A need further exists for zoning and rezoning the property that is subject to this proposal pursuant to Section 16-135 of the City of Black Hawk Zoning Ordinance in that the proposed Lake Gulch Whiskey Resort Amendment 1 Planned Unit Development provides flexibility and will result in higher quality development based on the application of the purposes set forth in Section 16-135.

Section 2. The Real Property as described in **Exhibit A** is hereby initially zoned to Commercial/Business Services (C/BS) with a Planned Unit Development (PUD) overlay district known as the Lake Gulch Whiskey Resort Amendment 1 Planned Unit Development as provided in the Lake Gulch Whiskey Resort Amendment 1 Planned Unit Development Standards and Plan, which is attached hereto as **Exhibit D**, and incorporated by this reference.

Section 3. The property as described in **Exhibit B** is hereby rezoned to eliminate the entire Planned Unit Development (PUD) overlay district known as the Lake Gulch Whiskey Resort, and to retain the underlying Commercial/Business Services (C/BS) zone district.

Section 4. The property as described in **Exhibit C** is hereby rezoned to the Commercial/Business Services (C/BS) zone district with a Planned Unit Development (PUD) overlay district known as the Lake Gulch Whiskey Resort Amendment 1 Planned Unit Development as provided in the Lake Gulch Whiskey Resort Amendment 1 Planned Unit Development Standards and Plan, which is attached hereto as **Exhibit D**, and incorporated by this reference.

Section 5. The Zoning Ordinance and Zoning Map are hereby amended to conform with the zoning changes.

Section 6. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 7. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 8. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk

READ, PASSED AND ORDERED POSTED this 8th day of December, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

Exhibit A

A PART OF SECTIONS 17 & 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M., COUNTY OF GILPIN, STATE OF COLORADO – AS DESCRIBED IN LAKE GULCH WHISKEY RESORT ANNEXATION PLATS NOS. 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 AND 18.

Exhibit B

A PART OF SECTIONS 17 & 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M., CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO – AS DESCRIBED IN LAKE GULCH WHISKEY RESORT ANNEXATION PLATS NO. 1, 2, 3, 4, 5, 6, AND 7 RECORDED AT REC. NOS. 165790, 165792, 165794, 165796, 165798, 165800, AND 165802.

Exhibit C

A PART OF SECTIONS 7, 8, 17 & 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M., CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO – AS DESCRIBED IN LAKE GULCH WHISKEY RESORT ANNEXATION PLATS NO. 1, 2, 3, 4, 5, 6, AND 7, ALSO INCLUDING THE PARCELS OF LAND KNOWN AS TRACTS 1-5 OF THE BLACK HAWK SWAP PARCELS RECORDED AT S-21-20, GILPIN COUNTY RECORDS, ALSO INCLUDING THE RARUS LODE US MINERAL SURVEY NO. 1025AM, GOLD TUNNEL LODE NOS. 14, 16, AND 21 US MINERAL SURVEY NO. 4589, ALSO INCLUDING THOSE PORTIONS OF THE CLAY COUNTY LODE US MINERAL SURVEY NO. 360, THE CALEDONIA LODE US MINERAL SURVEY NO. 519, THE ALICE LODE US MINERAL SURVEY NO. 18785, AND THE ELIZABETH LODE US MINERAL SURVEY NO. 15894 THAT ARE WITHIN THE CITY OF BLACK HAWK PATENTED BOUNDARY, EXCEPT THE MARY MILLER LODE US MINERAL SURVEY NO. 969. AS THE INTERESTS MAY BE MORE PARTICULARLY DESCRIBED IN DEEDS AT REC. NOS. 166456, 166457, 166458, 166765, 168271, 168405, 169086, 169441, AND 169460, GILPIN COUNTY RECORDS.

LAKE GULCH WHISKEY RESORT AMENDMENT 1

A PART OF SECTIONS 7, 8, 17 & 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO

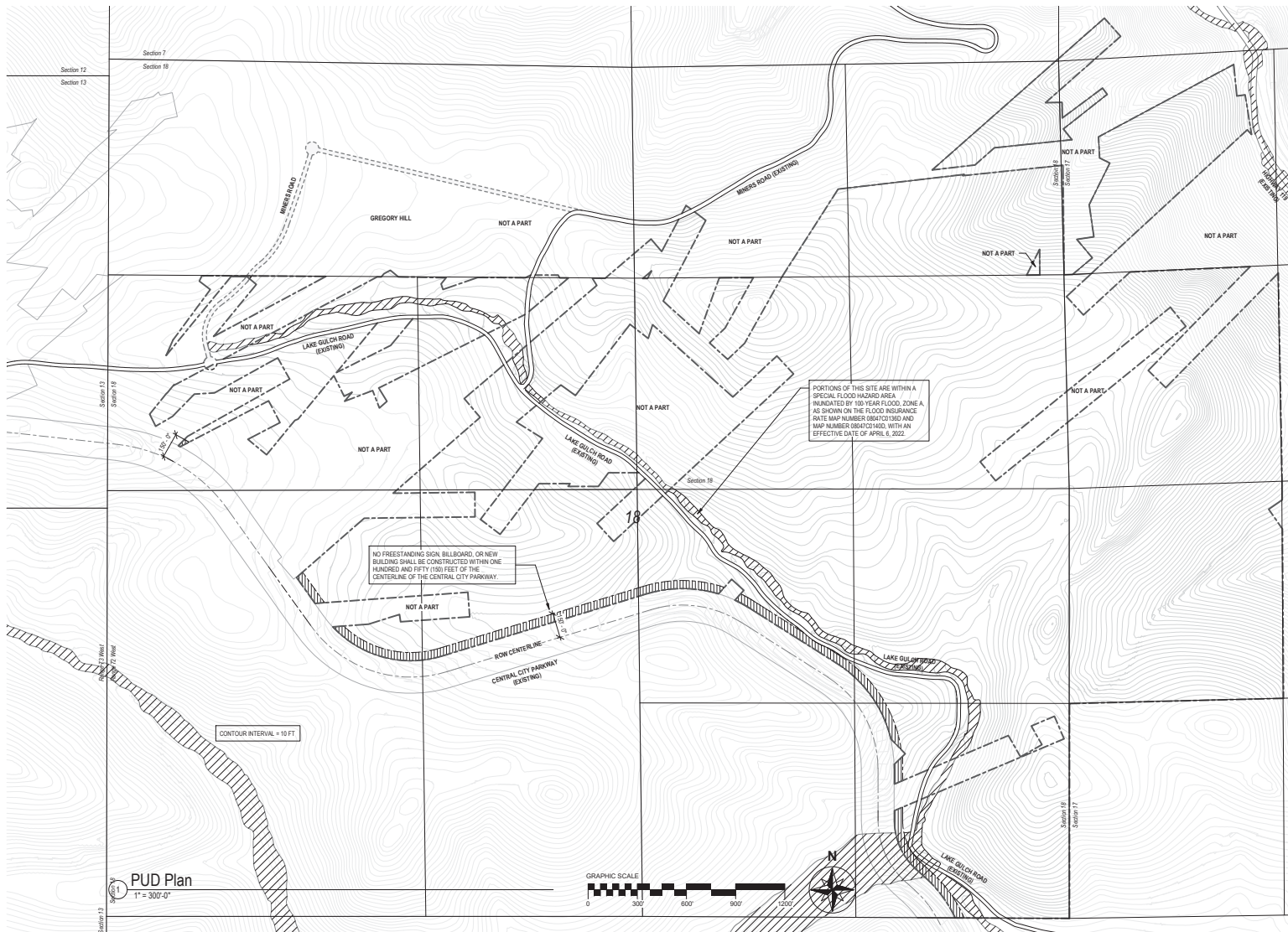
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EXHIBIT D

LAKE GULCH WHISKEY RESORT AMENDMENT 1

PLANNED UNIT DEVELOPMENT

A PART OF SECTIONS 7, 8, 17 & 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO



2560 28th Street, Suite 200
Boulder, Colorado
p. 303-442-3351



DISTILLERY PROJECT
Black Hawk, Colorado

DISCLAIMER:
THESE DOCUMENTS ARE PROVIDED BY COBURN ARCHITECTURE INC. FOR THE DESIGN INTENT OF THIS SPECIFIC PROJECT AND ONLY THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION COORDINATION, METHODS AND MATERIALS REQUIRED FOR THE SUCCESSFUL COMPLETION OF THE PROJECT. THIS INCLUDES BUT IS NOT LIMITED TO THE QUALITY OF WORKMANSHIP AND MATERIALS REQUIRED FOR EXECUTION OF THESE DOCUMENTS AND WORK OR MATERIALS SUPPLIED BY ANY SUBCONTRACTORS. ALL WORK SHALL COMPLY WITH GOVERNING CODES AND ORDINANCES. THE CONTRACTOR SHALL REVIEW AND UNDERSTAND ALL DOCUMENTS AND SHALL NOTIFY THE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES IN THE DRAWINGS, FIELD CONDITIONS OR DIMENSIONS.

ISSUED REVISION SCHEDULE			
NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMITTING	11/23/2021	COBURN
2	ISSUED FOR CONSTRUCTION	11/23/2021	COBURN

SHEET No.
No 2 of 2
PUD PLAN

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: To consider an ordinance zoning and rezoning territory to the Commercial/Business Services zoning district and Planned Unit Development overlay zoning district known as Lake Gulch Whiskey Resort Amendment 1 Planned Unit Development.

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE Council Bill 51, A BILL FOR AN ORDINANCE (1) ZONING CERTAIN NEWLY ANNEXED PROPERTY WITHIN THE CITY OF BLACK HAWK TO COMMERCIAL/BUSINESS SERVICES (C/BS) ZONING DISTRICT AND A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY KNOWN AS THE LAKE GULCH WHISKEY RESORT AMENDMENT 1 PLANNED UNIT DEVELOPMENT, (2) REZONING CERTAIN PROPERTY WITHIN THE CITY OF BLACK HAWK TO DELETE THE PLANNED UNIT DEVELOPMENT (PUD) OVERLAY KNOWN AS THE LAKE GULCH WHISKEY RESORT PLANNED UNIT DEVELOPMENT, AND (3) REZONING CERTAIN OTHER PROPERTY WITHIN THE CITY OF BLACK HAWK TO COMMERCIAL/BUSINESS SERVICES (C/BS) ZONING DISTRICT AND A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY KNOWN AS THE LAKE GULCH WHISKEY RESORT AMENDMENT 1 PLANNED UNIT DEVELOPMENT (PUD), AND AMENDING THE CITY'S ZONING MAP TO CONFORM THEREWITH.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On September 22, 2021, the City of Black Hawk received annexation petitions and on October 1, 2021 received applications for initial zoning and rezoning from Proximo Distillers, LLC (Proximo). Concurrent with the annexation petitions, the applicants are requesting approval of an initial zoning to the Commercial/Business Services (C/BS) zoning district and a Planned Unit Development (PUD) overlay zoning district. In addition to the initial zoning of land being annexed, Proximo requests the rezoning of other Proximo-owned land already in the city. The proposed PUD, known as Lake Gulch Whiskey Resort (LGWR) Amendment 1 PUD, will supersede and amend the original Lake Gulch Whiskey Resort PUD approved in 2020. Together all of Proximo's land in Black Hawk is proposed to be under one new PUD. Approximately 340 acres of Proximo owned land are included in the proposed PUD. The proposed PUD clarifies setbacks, increases the area of allowable uses in accordance with the addition of more land, and removes all residential uses with the exception of a single caretaker's residence.

AGENDA DATE: December 8, 2021

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

STAFF PERSON RESPONSIBLE:

Cynthia L. Linker
CP&D Director

DOCUMENTS ATTACHED:

Council Bill 51
Staff Report
Combined Application

RECORD:

☒ Yes ☐ No

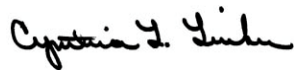
CoBH CERTIFICATE OF INSURANCE REQUIRED

☐ Yes ☒ No

CITY ATTORNEY REVIEW:

☒ Yes ☐ N/A

SUBMITTED BY:



Cynthia L. Linker, CP&D Director

REVIEWED BY:



Stephen N. Cole, City Manager



Vincent Harris, AICP, Baseline Corporation

Staff Report

**CITY OF BLACK HAWK
PLANNING / LAND USE**

Date prepared: November 23, 2021
Meeting Date: December 8, 2021

STAFF REPORT: Initial Zoning and Rezoning: Lake Gulch Whiskey Resort Amendment 1

For: City Council
Project: P-20-01c Lake Gulch Whiskey Resort Amendment 1 PUD
Property Address: Various – Lake Gulch Road on Miners Mesa
Applicants: Peter Weber, Coburn Architecture
o/b/o Proximo Distillers, LLC (landowner)
Zoning: Gilpin County and Black Hawk C/BS, HD, ECP, PUD
Prepared by: Ethan Watel, AICP - Baseline Corporation
Approved by: Vincent Harris, AICP - Baseline Corporation *V. Harris*
Reviewed by: Cynthia Linker, CP&D Director



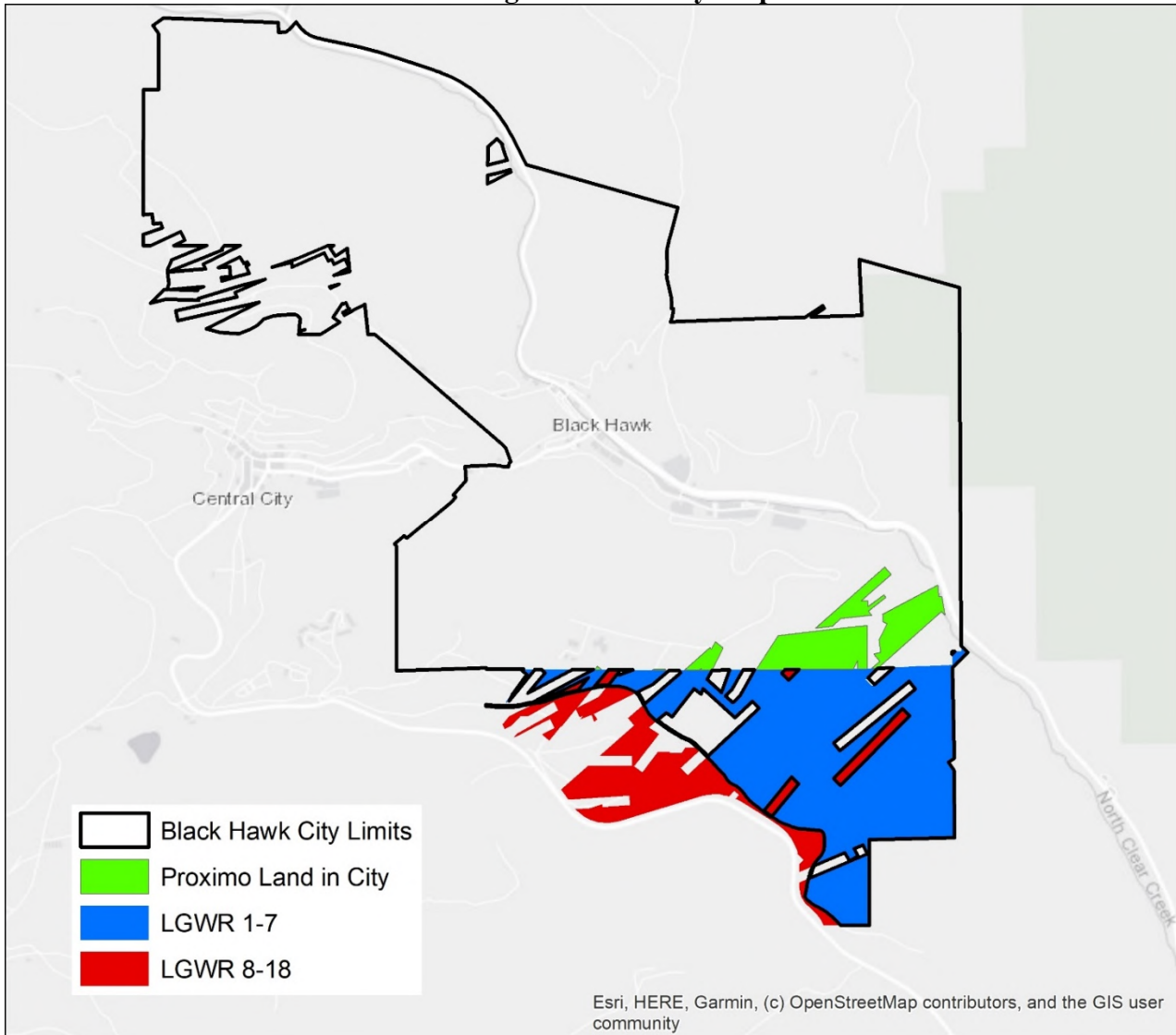
BACKGROUND: On September 22, 2021 the City of Black Hawk received annexation petitions and on October 1, 2021 received applications for initial zoning and rezoning from Proximo Distillers, LLC (Proximo). The annexation petitions submitted are for eleven (11) contiguous annexations of land in unincorporated Gilpin County into the City of Black Hawk. The proposed annexations cover approximately 74.7 acres of land. The annexations consist of a portion of what has been previously referred to as the “Bulge” property located south of Lake Gulch Road and north of Central City Parkway, adjacent to the southern city limits of the City of Black Hawk.

Concurrent with the annexation petitions, the applicants are requesting approval of an initial zoning to the Commercial/Business Services (C/BS) zoning district and a Planned Unit Development (PUD) which is an overlay zoning district allowed in Black Hawk. In addition to the initial zoning of land being annexed, Proximo requests the rezoning of other Proximo-owned land already in the City. The proposed PUD, known as Lake Gulch Whiskey Resort (LGWR) Amendment 1 PUD, will supersede and amend the original Lake Gulch Whiskey Resort PUD approved in 2020. Together all of Proximo’s land in Black Hawk is proposed to be under one new PUD. Approximately 340 acres of Proximo owned land are included in the proposed PUD. The proposed PUD clarifies setbacks, increases the area of allowable uses in accordance with the addition of more land, and removes all residential uses with the exception of a single caretaker’s residence.

Proximo intends to develop a distillery for the Tincup Whiskey brand. The development is proposed to include a distillery, barrelhouses, a visitor's center, guesthouse and cabins, a restaurant, event space, retail, parking and outdoor activities. The current LGWR PUD allows for a multitude of residential uses. The proposed LGWR Amendment 1 PUD removes all of the residential uses, with the exception of the allowance of one single-family residence.

This staff report covers both the initial zoning of land proposed to be annexed as well as the rezoning of land already in the City and currently zoned with the original Lake Gulch Whiskey Resort PUD overlay and/or Commercial Business Services (C/BS), Hillside Development-Mixed Use (HD), or Environmental Character Preservation (ECP).

Figure 1: Vicinity Map

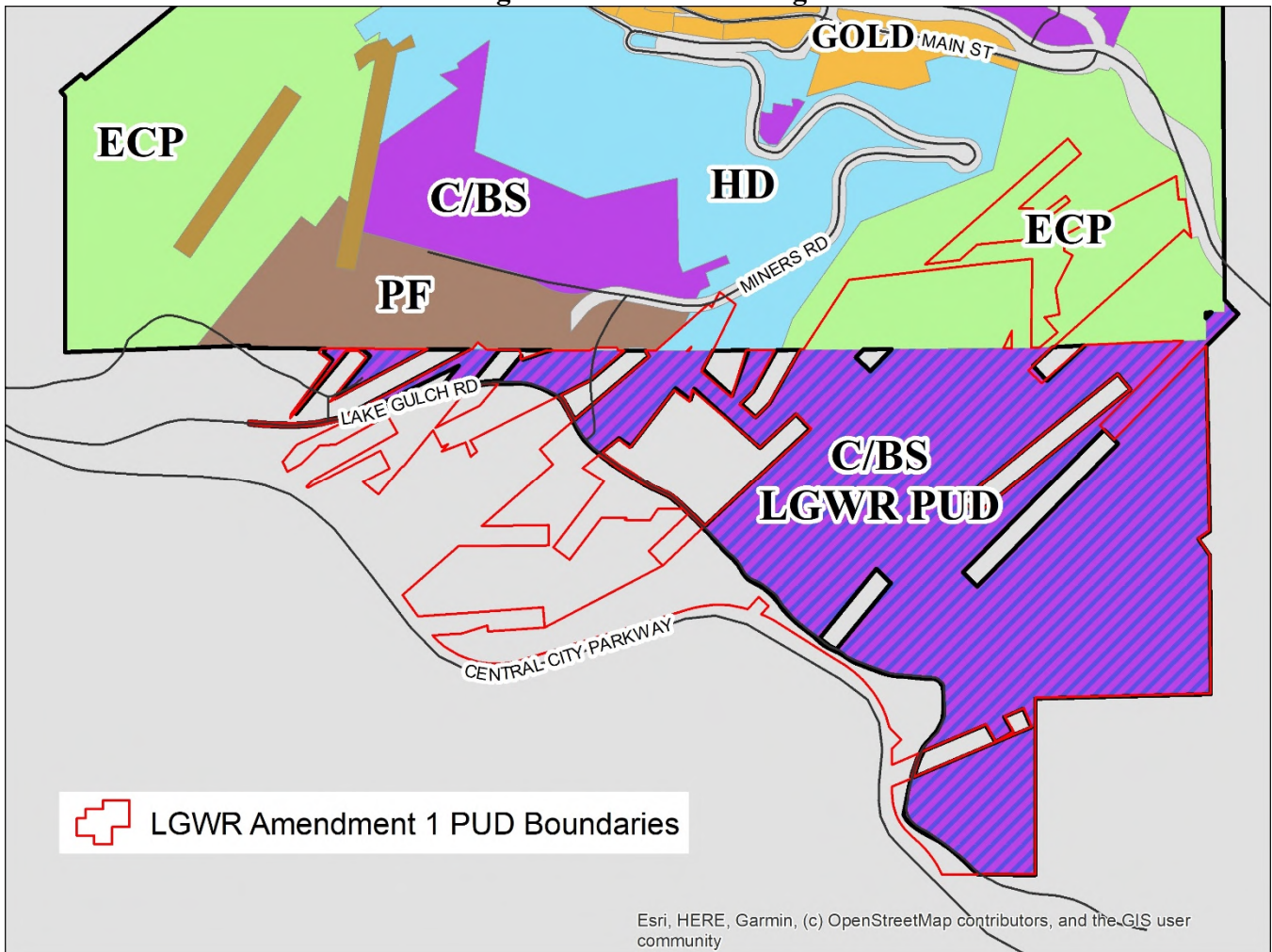


ZONING:

The property to be annexed lies outside the city limits and Gilpin County does not maintain an accessible official zoning map. Concurrent with the annexation, the applicants are requesting approval of an initial zoning to the Commercial/Business Services (C/BS) zoning district and the Planned Unit Development (PUD) overlay zoning district.

The property already in the city is presently zoned Commercial/Business Services (C/BS), Hillside Development-Mixed Use (HD), or Environmental Character Preservation (ECP). A portion of this property is also zoned with the Lake Gulch Whiskey Resort PUD overlay approved in 2020 (Ord. 2020-9). The intent is to delete the entire LGWR PUD (2020). Upon approval, the proposed LGWR Amendment 1 PUD will govern the development of all of Proximo's land in the City of Black Hawk.

Figure 2: Current Zoning



REQUEST:

Peter Weber of Coburn Architecture (applicant) on behalf of Proximo Distillers, LLC (landowner) requests City of Black Hawk initial zoning to C/BS with a PUD overlay concurrent with the proposed Lake Gulch Whiskey Resort Annexations Nos. 8 through 18. Additionally, the applicant requests rezoning from PUD and/or C/BS, HD, ECP to C/BS and a new PUD overlay for land that is already within the City of Black Hawk.

Applicable City of Black Hawk Regulations

Excerpts from:

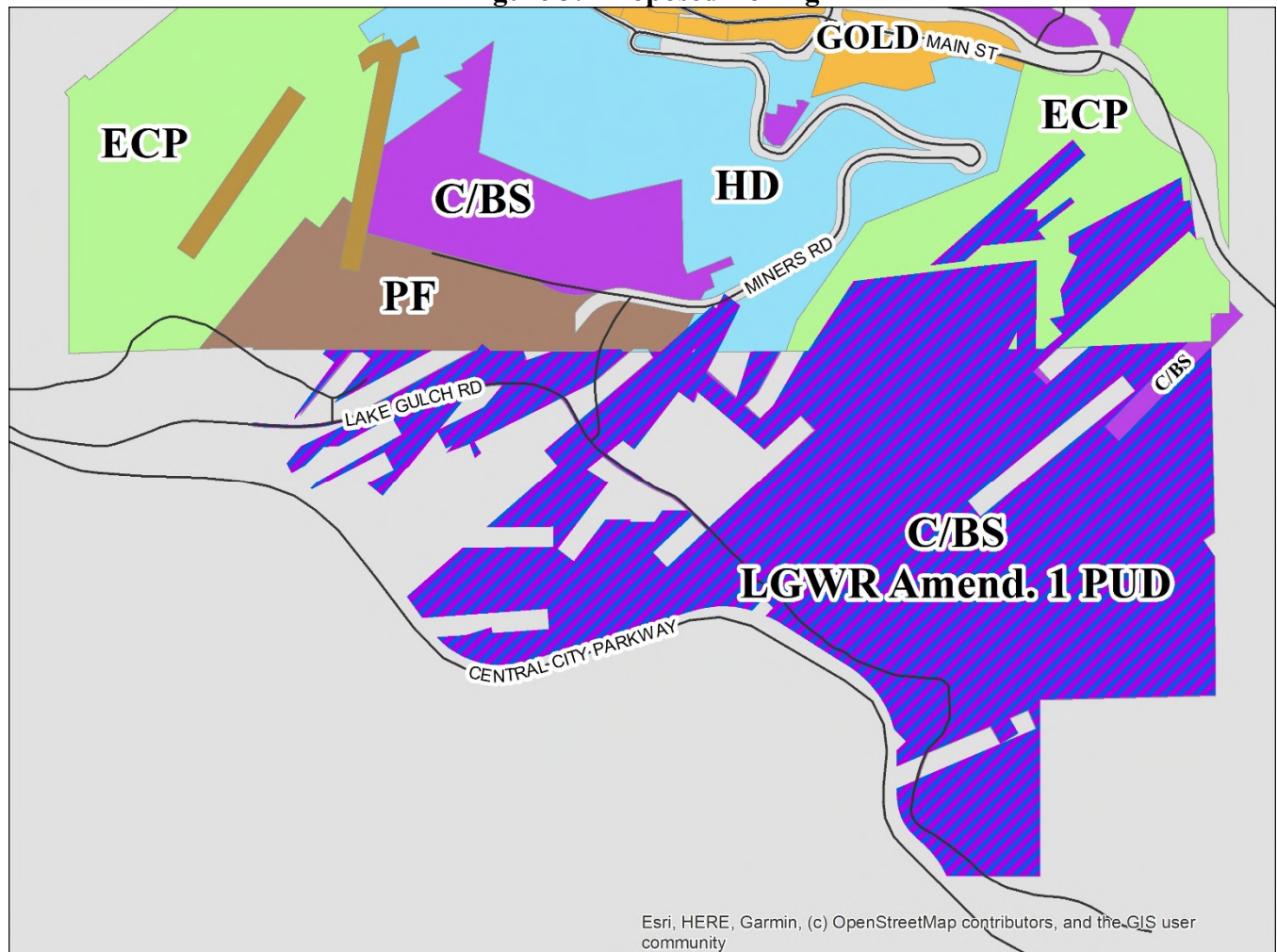
*City of Black Hawk
Home Rule Charter
Article VIII: Miscellaneous*

Section 8. Annexation and Zoning.

In all proceedings for the annexation of territory to the City, the City Council shall require concurrent zoning of the same.

Staff Comment: The Lake Gulch Whiskey Resort Annexations Nos. 8-18 are scheduled to be heard concurrently with the proposal for initial zoning of the property.

Figure 3: Proposed Zoning



Excerpts from:

***City of Black Hawk
Zoning Code
Chapter 16 – Zoning***

Sec. 16-7. Relationship to the Comprehensive Plan and other adopted plans.

It is the intent of the Board of Aldermen that this Chapter implement the planning policies adopted by the Board of Aldermen as reflected in the Comprehensive Plan and other related plans and planning documents. While the Board of Aldermen reaffirms its commitment that this Chapter and any amendment to it be in conformity with the adopted planning policies, the Board of Aldermen hereby expresses its intent that neither this Chapter nor any amendment to it may be challenged on the basis of any alleged nonconformity with any planning document.

Staff Comment: The Black Hawk Comprehensive Plan serves as a guiding document related to future zoning decisions that the City Council may see presented to the City for consideration. The property in question with the proposed annexation and initial zoning is in the Future Growth Area which is directly south of the Miner's Mesa District (MMD) area designated in the Comprehensive Plan. The MMD has the following goals included;

- Transition from a local gaming area to a regional resort destination:
- Encourage diversified commercial development that complements gaming:
- Expand hotel uses:
- Strengthen outdoor recreational opportunities:

The proposed PUD promotes the list of desired uses (listed in the Comprehensive Plan) in the *adjacent* Miners Mesa District, which is directly adjacent, and can blend well into the area land use pattern next to the MMD. Miner's Mesa District desired uses include: Public facilities, Event venues, Warehouses, Storage units, Light industrial including distilleries/breweries, RV park/campgrounds, Short-term lodging, Adventure parks and outdoor recreation, Outdoor entertainment facility area; Arena with grandstands for a rodeo, dog shows, horse shows, trade shows, and exhibitions.

Sec. 16-364. Planned unit development process.

(a) General provisions.

(1) The approval of a planned unit development or PUD, constitutes an overlay zone to an existing zoning district to a more flexible PUD zone overlay district. The underlying zone district does not change.

(2) Each PUD application shall be reviewed and approved, disapproved or conditionally approved by the Board of Aldermen.

Staff Comment: The PUD application is based on the C/BS zoning district as the underlying zone district. The PUD will be reviewed by the City Council (Board of Alderman) at a public hearing.

(b) Review and processing procedures. PUDs shall be processed as a zoning district amendment in accordance with Section 16-[365].

Staff Comment: The proposed initial zoning and rezoning to PUD is being processed in the manner of a zoning district amendment.

(c) Occupancy or use restrictions prior to approval. Notwithstanding the rezoning of an overall area as a PUD, no portion thereof shall be used or occupied otherwise than as was permitted immediately prior to the approval of such rezoning until:

(1) A final subdivision plat for said portion shall have been approved by the Board of Aldermen as required by Chapter 17 of this Code.

(2) The proposed use has received a certificate of appropriateness from the HPC under Section 16-327.

Staff Comment: Final subdivisions plats will be required prior to occupancy or use. Site Development Plans and building permits are also needed. Please note that the applicable architectural review process is now the Certificate of Architectural Compatibility (COAC) which is reviewed by City Council.

Sec. 16-365. Rezoning procedures, amendments to zoning ordinance and special review use permits.

(a) The City may from time to time amend the number, shape or boundaries of any zoning district, the uses permitted within a zoning district, any regulation of or within a zoning district or any other provision of this Chapter.

Staff Comment: The portion of this application that is already within the City limits is zoned C/BS, HD, or ECP with the LGWR PUD overlaying the portion that was annexed in 2020. The rezoning will consolidate the land annexed in 2020 along with land already in the city and now owned by Proximo so that all of Proximo's land is zoned C/BS with a new LGWR Amendment 1 PUD overlay.

(b) All territory annexed to the City shall be zoned in accordance with the zoning classifications established by this Chapter and in accordance with the procedures in this Section for rezoning. All annexed land shall be zoned at the time of annexation as required by this Chapter.

Staff Comment: The Lake Gulch Whiskey Resort Annexations Nos. 8-18 are scheduled to be heard concurrently with the proposal for initial zoning and rezoning of the property. The proposed zoning is C/BS with a new LGWR Amendment 1 PUD overlay.

(c) Planned unit developments as described under Section 16-137 shall be processed as amendments to the Zoning District Map and to the applicable district regulations within said area proposed for development. The zoning districts in a PUD and the subdivision plat of the planned development shall, upon approval by the Board of Aldermen, be incorporated in the Zoning District Map.

Staff Comment: The proposed initial zoning and rezoning to PUD is being processed in the manner of a zoning district amendment and map amendment. Subdivisions will be applied for and processed at a later date.

(e) Procedure for special review use permits and amending the Zoning Ordinance or the Zoning Map. Amendments to this Chapter or to the Zoning Map or the procurement of a special review use permit shall be processed in the following manner:

(1) Submittal of application. The applicant must submit to the Planning Department the materials necessary for the application to be heard by the Board of Aldermen. The Planning Department shall have ten (10) days to review the submittal for completeness.

- (2) *The Planning Department will send the application out for referrals to various agencies for comment. These agencies will have twenty-five (25) days to respond.*
- (3) *A hearing is scheduled before the Board of Aldermen as provided in Section 16-369.*
- (4) *Board of Aldermen hearing. The Board of Aldermen conducts a public hearing to consider the application. Notice of the hearing shall be given as provided in Section 16-369. The Board of Alderman, at the public hearing and after review and discussion of the proposal, shall take one (1) of the following actions:*
 - a. *Approval of the application, without conditions.*
 - b. *Conditional approval of the application, indicating for the record what condition shall be attached to the proposal.*
 - c. *Disapproval of the application, indicating for the record the reason for the recommendation of denial.*

Staff Comment: The applicant has submitted all necessary materials to the Planning Department. The application was sent out on a 25-day referral period, a public hearing was set and newspaper and sign posting notices were provided as required in Section 16-369.

Sec. 16-365 (e)(5) Basis for approval. *The Board of Aldermen shall give consideration to and satisfy themselves of the criteria set forth below on land use applications identified in Section 16-361 except subdivisions:*

- a. *That a need exists for the proposal;*

Staff Comment: A need does exist for additional destination and resort uses as the City continues its efforts to attract uses that compliment gaming in the City. The PUD will implement the objectives of the City of Black Hawk Zoning Ordinance. The proposed CB/S zoning and PUD overlay zoning will appropriately zone the Lake Gulch Whiskey Resort properties.

- b. *That the proposal is in conformance with the goals and objectives of the Comprehensive Plan;*

Staff Comment: As stated above, the goals and objectives are being met with the overall uses proposed. The proposal for rezoning conforms with and is not inconsistent with the Comprehensive Plan.

- c. *That there has been an error in the original zoning; or*

Staff Comment: Not applicable.

- d. *That there have been significant changes in the area to warrant a zone change;*

Staff Comment: Additional growth opportunities and placemaking in the City of Black Hawk have changed and the proposal warrants new uses on the property.

- e. *That adequate circulation exists in the area of the proposal and traffic movement would not be significantly impeded by the development resulting from the proposal; and*

Staff Comment: A full Traffic Study was reviewed in 2020 with the LGWR PUD approval. The applicant submitted a Traffic Study Letter to update the 2020 study. No significant issues are raised with the development of the property. There exists adequate circulation in the area to support the rezoning. The roads in the area may be expanded and extended in the future to accommodate full build-out of the

proposed project. The PUD requires that traffic studies be submitted with subsequent phases of development.

f. That any additional cost for municipal-related services resulting from the proposal will not be incurred by the City.

Staff Comment: An updated Annexation Agreement is to be included and approved to outline City and applicant responsibilities.

Article VI: Overlay Districts. Division 3: Planned Unit Development (PUD)

Sec. 16-135. General purpose.

The PUD Overlay Zone District is created to facilitate the achievement of the purposes and objectives of this Chapter, the Comprehensive Plan and other City-wide plans adopted by the City when the applicant can demonstrate that flexibility from the provisions of the existing zoning will result in higher quality development and when one (1) or more of the following purposes can be achieved:

- (1) The provision of necessary commercial, recreational and educational facilities conveniently located to housing;*
- (2) The provision of well located, clean, safe and pleasant limited industrial sites involving a minimum of strain on transportation facilities;*
- (3) The encouragement of innovations in residential, commercial and limited industrial development and renewal so that the growing demands of the population may be met by greater variety in type, design and layout of buildings and by the conservation and more efficient use of open space ancillary to said buildings;*
- (4) The encouragement of a more efficient use of land and of public services, or private services in lieu thereof, and to reflect changes in the technology of land development so that resulting economics may inure to the benefit of those who need homes;*
- (5) A lessening of the burden of traffic on streets and highways;*
- (6) Conservation of the value of the land; and*
- (7) Preservation of the site's natural characteristics.*

Staff Comment: The proposed PUD provides a variety of uses allowed on the subject property addressing all seven (7) items above with no significant impacts that cannot be mitigated.

Sec. 16-136. General regulations.

- (a) Applicability and scope. Applications for planned unit development zoning may be made for land located in any zoning district.*
- (b) Conformity with the City's comprehensive plan required. No PUD shall be approved unless it is found by the Board of Aldermen to be in general conformity with the City's Comprehensive Plan.*
- (c) Approval conditions. The Board of Aldermen may approve a proposed PUD overlay designation upon a finding that it will implement the purposes of this Chapter and will meet the purposes, standards and requirements set forth in this Section.*
- (d) PUD Master Plan. The approved PUD zoning and the approved PUD plan along with all exhibits are inseparable, and a PUD shall not be established without the approval of the related PUD plan. The approved PUD zoning and the approved PUD plan and all exhibits together establish the uses permitted, character of the development and any modification to the zoning regulations which were theretofore applicable.*

(e) Minimum land area. The minimum size of a parcel of land that may comprise a PUD is any lot or parcel of record within the City.

Staff Comment: The proposed PUD addresses the five (5) items above. The PUD consists of the PUD standards and the PUD plan which will be recorded as one document.

Sec. 16-137. Permitted uses.

In general, all permitted and special review uses in any zoning district may be allowed in a PUD, subject to the provisions of this Chapter.

- (1) Internal compatibility of design elements. It is recognized that certain individual land uses, regardless of their adherence to all the design elements provided for in this Chapter, might not exist compatibly with one another. Therefore, a proposed PUD shall be considered from the point of view of the relationship and compatibility of the individual elements of the plan and no PUD shall be approved which contains incompatible elements.*
- (2) Uses specified.*
 - a. Subsequent to approval of a PUD, uses allowed within a PUD shall be limited to those specifically listed or to those in underlying zone district.*
 - b. Uses shall be indicated in the PUD ordinance and on the PUD plan and shall use the symbols indicated in the sections of the zoning districts.*
 - c. PUDs with a net area of less than one (1) acre may be limited by the Board of Aldermen to the uses and densities allowed in the zoning district on which the site of the proposed PUD is located or to those densities or uses allowed in any zoning district immediately adjacent to the proposed PUD site.*
- (3) Residential density; restrictions. The maximum allowable residential density in a planned unit development shall be those indicated in the residential development standards.*
- (4) Common open space; area required. Twenty-five percent (25%) of the total area within the boundary of any PUD shall be devoted to usable and accessible common open space; provided, however, that the Board of Aldermen may reduce such requirement if it finds that such decrease is warranted by the design of and the amenities and features incorporated into the plan and that the needs of the occupants of the PUD for common open space can be met in the proposed PUD and the surrounding area.*

Staff Comment: Compatibility, Residential density and uses allowed, and Open Space have been adequately addressed in the proposed PUD as submitted for approval by the City of Black Hawk. LGWR Amendment 1 PUD removes all of the residential uses, with the exception of the allowance of one single-family residence.

Sec. 16-138. Development Standards.

- (a) Modification of development standards of this Chapter.*
 - (2) Unless specifically modified by development standards approved by the Board of Aldermen as a part of the ordinance creating the PUD, uses within a PUD shall comply with the development standards and occupancy restrictions applicable to the underlying zone district.*

Staff Comment: It is understood that any development will comply with the PUD standards.

STAFF SUMMARY:

Staff from Baseline Corporation has evaluated the information provided by Proximo and Coburn for the Lake Gulch Whiskey Resort Amendment 1 PUD. The City of Black Hawk Municipal Code and City Charter call for the initial zoning of annexed land to take place immediately after approval of the annexation (if approved). The Lake Gulch Whiskey Resort Annexations 8 through 18 and the initial zoning and rezoning are scheduled to be heard on the same date.

The proposed Lake Gulch Whiskey Resort Amendment 1 Planned Unit Development consists of a mix of uses with standards and metrics that would allow for the development of the resort for the Tincup Whiskey brand. Proximo's development plan and program involve a distillery to produce and bottle Tincup Whiskey, several barrelhouses, a visitor's center, guesthouse and cabins, a restaurant, event space, retail, parking, and an array of outdoor activities focused on both active and passive recreation. The project is envisioned to be completed in phases, with the distillery and the visitor's center highlighting the first phase. Residential uses could consist of a caretaker's residence only; no multi-family, single-family attached, or single-family detached residential units as proposed under the Gold Mountain Development Plan of the old 1999 Growth IGA are included in the new PUD.

The PUD is based on the Commercial/Business Services (C/BS) zoning district as a base zoning district, with additions and modifications that tailor the zoning specifically to the proposed project.

The boundaries of the PUD are within the Black Hawk Growth Area of the Amended and Restated Intergovernmental Agreement between Black Hawk and Central City. Applicable provisions of the IGA have been incorporated into the PUD.

The application was sent to various internal and external referral agencies for review and comment for the required 25-day referral period. The following agencies were sent a referral:

- Black Hawk Community Development Department
- Black Hawk Fire Department
- Black Hawk Police Department
- Black Hawk Public Works Department
- City Surveyor
- Black Hawk-Central City Sanitation District
- Timberline Fire Protection District
- Stolfus & Associates – city's traffic consultant
- CenturyLink
- Xcel Energy
- USA Communications
- Gilpin County
- Central City

Figure 4: Conceptual Plan



Referral comments were sent to the applicant on November 8, 2021. The applicant responded to comments and resubmitted on November 17, 2021. The applicant responded to further comments by staff, including Baseline's comments and was then resubmitted on November 23, 2021.

Based on the review by staff and the comments provided by referral agencies, staff feels that the PUD can now be approved. The PUD is prepared in accordance with the Municipal Code and meets the intent of the Comprehensive Plan of the City of Black Hawk.

In summary, Staff recommends that the initial zoning, rezoning and Lake Gulch Whiskey Resort Amendment 1 Planned Unit Development be approved. The following comments are noted for the record:

1. The zoning to CB/S and Planned Unit Development will not be effective unless the Lake Gulch Whiskey Resort Annexations Nos. 8 through 18, inclusive, are approved by the City of Black Hawk; and
2. The zoning to CB/S and Planned Unit Development will not be effective until the ordinance approving such and the Planned Unit Development Plan are recorded in the records of the Gilpin County Clerk and Recorder.

City Council may approve a proposal to rezone (or in this case initial zone and rezone) according to Sec. 16-365(e)(5) of the Municipal Code. See the staff comments on Sec. 16-365(e)(5) above.

Staff recommends that City Council pass an ordinance

- 1) zoning certain newly annexed property within the City of Black Hawk to Commercial/Business Services (C/BS) zoning district and a Planned Unit Development (PUD) overlay known as the Lake Gulch Whiskey Resort Amendment 1 PUD; and**
- 2) Rezoning certain property within the City of Black Hawk to delete the Planned Unit Development (PUD) overlay known as the Lake Gulch Whiskey Resort PUD approved in 2020; and**
- 3) Rezoning certain other property within the City of Black Hawk to Commercial/Business Services (C/BS) zoning district and a Planned Unit Development (PUD) overlay known as the Lake Gulch Whiskey Resort Amendment 1 PUD, and amending the city's zoning map to conform therewith.**

FINDINGS:

City Council may *approve, conditionally approve, or deny* a request to zone land in the City of Black Hawk. To support this proposal, the following findings can be used:

1. Application has been made by property owner and applicant Proximo Distillers, LLC, to zone certain property known as the Lake Gulch Whiskey Resort Amendment 1 (the “Property”) within the City of Black Hawk, Colorado, to be within the Commercial/Business Services (C/BS) zoning district and the Planned Unit Development (PUD) zone overlay district.
2. Public notice has been given of such rezoning by one publication in a newspaper of general circulation within the City and the official newspaper of the City at least fifteen (15) days before the public hearing of such amendment.
3. Notice of such proposed hearing was posted on the property for fifteen (15) consecutive days prior to said hearing.
4. A need exists for rezoning the Property pursuant to the City of Black Hawk Zoning Ordinance to the extent provided herein.

RECOMMENDATION:

Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE Council Bill 51, A BILL FOR AN ORDINANCE (1) ZONING CERTAIN NEWLY ANNEXED PROPERTY WITHIN THE CITY OF BLACK HAWK TO COMMERCIAL/BUSINESS SERVICES (C/BS) ZONING DISTRICT AND A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY KNOWN AS THE LAKE GULCH WHISKEY RESORT AMENDMENT 1 PLANNED UNIT DEVELOPMENT, (2) REZONING CERTAIN PROPERTY WITHIN THE CITY OF BLACK HAWK TO DELETE THE PLANNED UNIT DEVELOPMENT (PUD) OVERLAY KNOWN AS THE LAKE GULCH WHISKEY RESORT PLANNED UNIT DEVELOPMENT, AND (3) REZONING CERTAIN OTHER PROPERTY WITHIN THE CITY OF BLACK HAWK TO COMMERCIAL/BUSINESS SERVICES (C/BS) ZONING DISTRICT AND A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY KNOWN AS THE LAKE GULCH

WHISKEY RESORT AMENDMENT 1 PLANNED UNIT DEVELOPMENT (PUD), AND
AMENDING THE CITY'S ZONING MAP TO CONFORM THEREWITH.

ATTACHMENTS:

- Lake Gulch Whiskey Resort Amendment 1 Planned Unit Development
- Land Use Application
- Letter of Authorization
- Application Cover Letter/Narrative
- Lake Gulch Whiskey Resort Conceptual Site Plan
- Traffic Study Letter
- Public Notice Proof of Publication

Applicant's Submittal

LAKE GULCH WHISKEY RESORT AMENDMENT 1

PLANNED UNIT DEVELOPMENT

A PART OF SECTIONS 7, 8, 17 & 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO

PROJECT NARRATIVE

ON MARCH 25, 2020, THE CITY OF BLACK HAWK PASSED ORDINANCE NOS. 2020-2 THROUGH 2020-8 APPROVING PROXIMO DISTILLERS, LLC'S ANNEXATIONS AND ORDINANCE NO. 2020-9 APPROVING THE INITIAL ZONING OF THE LAKE GULCH WHISKEY RESORT PLANNED UNIT DEVELOPMENT ("LGWR PUD"). THE LGWR PUD IS RECORDED AT REC. NO. 165997. THE AREA SUBJECT TO THESE APPROVALS WAS A 221.9-ACRE PORTION OF THE 330-PLUS-ACRE RICHEST SQUARE MILE RANCH ("RSM"), WHICH IS LOCATED APPROX. 6 MILES NORTHWEST OF INTERSTATE 70 AT EXIT 243.

AT THE TIME OF THE 2020 APPROVALS, THE APPLICANT OWNED BUT DID NOT ANNEX OR ZONE THE 110-PLUS-ACRE REMAINDER PORTION OF THE RSM GENERALLY LOCATED SOUTH OF LAKE GULCH ROAD AND NORTH OF THE CENTRAL CITY PARKWAY (THE "BULGE"). THIS 1ST AMENDMENT TO THE LGWR PUD ADDS THE BULGE AREA AS WELL AS CERTAIN ADDITIONAL ACQUISITIONS TO CREATE A SINGLE PUD AREA THAT ENCOMPASSES ALL OF PROXIMO'S HOLDINGS WITHIN THE GROWTH AREA OF THE CITY OF BLACK HAWK.

ADDING THE BULGE WILL INCREASE THE SIZE OF THE LGWR PUD BY ABOUT 50%, AND THEREFORE, THE APPLICANT IS REQUESTING THAT THE DEVELOPMENT POTENTIAL ALSO BE INCREASED BY ABOUT 50%. THE GENERAL PROVISIONS, DEVELOPMENT GUIDELINES AND STANDARDS, AND PERMITTED USES WOULD ALL REMAIN THE SAME, SUBJECT TO CERTAIN NEW LIMITATIONS RELATED TO DEVELOPMENT IN THE BULGE AREA.

THE 1ST AMENDED LGWR PUD ENCOMPASSES AN APPROXIMATELY 335-ACRE AREA. IT IS ASSEMBLED OF OVER 100 MINING CLAIMS AND IS STEEPED IN GOLD MINING HISTORY. WITH THE EXCEPTION OF CERTAIN MINING STRUCTURES, THERE HAVE NOT BEEN ANY IMPROVEMENTS MADE ON THE SUBJECT PROPERTY.

THE PROJECT PROPOSES TO DEVELOP THE SUBJECT PROPERTY TO BECOME THE NEW HEADQUARTERS, BRAND HOME, DISTILLERY OPERATIONS AND VISITOR EXPERIENCE, FOR TINCUP WHISKEY, AN ESTABLISHED BRAND, THE CONCEPTUAL SITE PLAN IMPROVEMENTS INCLUDE: A DISTILLERY, RESTAURANT, VISITOR'S CENTER, OFFICES, BARRELING HALL, PACKAGING BUILDINGS, BARREL HOUSES, EVENTS BUILDING, CABINS AND LODGE, BARN AND FARM BUILDINGS, VIP TASTING ROOMS, AN AMPHITHEATER, A CARETAKER'S RESIDENCE, AND VARIOUS OTHER VISITOR EXPERIENCE ELEMENTS.

LAKE GULCH WHISKEY RESORT PUD RECORDED AT RECEPTION NUMBER 165997 WILL BE REPEALED WITH THE APPROVAL OF LAKE GULCH WHISKEY RESORT AMENDMENT 1 PLANNED UNIT DEVELOPMENT

LEGAL DESCRIPTION

A PART OF SECTIONS 7, 8, 17 & 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M., COUNTY OF GILPIN, STATE OF COLORADO – AS DESCRIBED IN LAKE GULCH WHISKEY RESORT ANNEXATION PLATS NO. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 AND 18, ALSO INCLUDING THE PARCELS OF LAND KNOWN AS TRACTS 1-5 OF THE BLACK HAWK SWAP PARCELS RECORDED AT S-21-20, GILPIN COUNTY RECORDS, ALSO INCLUDING THE RARUS LODGE US MINERAL SURVEY NO. 1025AM, GOLD TUNNEL LODGE NOS. 14, 16, AND 21 US MINERAL SURVEY NO. 4589, ALSO INCLUDING THOSE PORTIONS OF THE CLAY COUNTY LODGE US MINERAL SURVEY NO. 360, THE CALEDONIA LODGE US MINERAL SURVEY NO. 519, THE ALICE LODGE US MINERAL SURVEY NO. 18785, AND THE ELIZABETH LODGE US MINERAL SURVEY NO. 15894 THAT ARE WITHIN THE CITY OF BLACK HAWK PATENTED BOUNDARY, EXCEPT THE MARY MILLER LODGE US MINERAL SURVEY NO. 969, AS THE INTERESTS MAY BE MORE PARTICULARLY DESCRIBED IN DEEDS AT REC. NOS. 166456, 166457, 166458, 166765, 168271, 168405, 169086, 169441, AND 169460, GILPIN COUNTY RECORDS.

VESTED RIGHTS STATEMENT

This plan constitutes a site specific development plan as defined in §24-68-101, et seq., C.R.S., and Ordinance No. 98-62 of the City of Black Hawk. The terms and conditions of such approval are contained in Ordinance No. 2021-____ adopted by the City on December 8, 2021 and available at City Hall, 201 Selak Street, Black Hawk, Colorado.

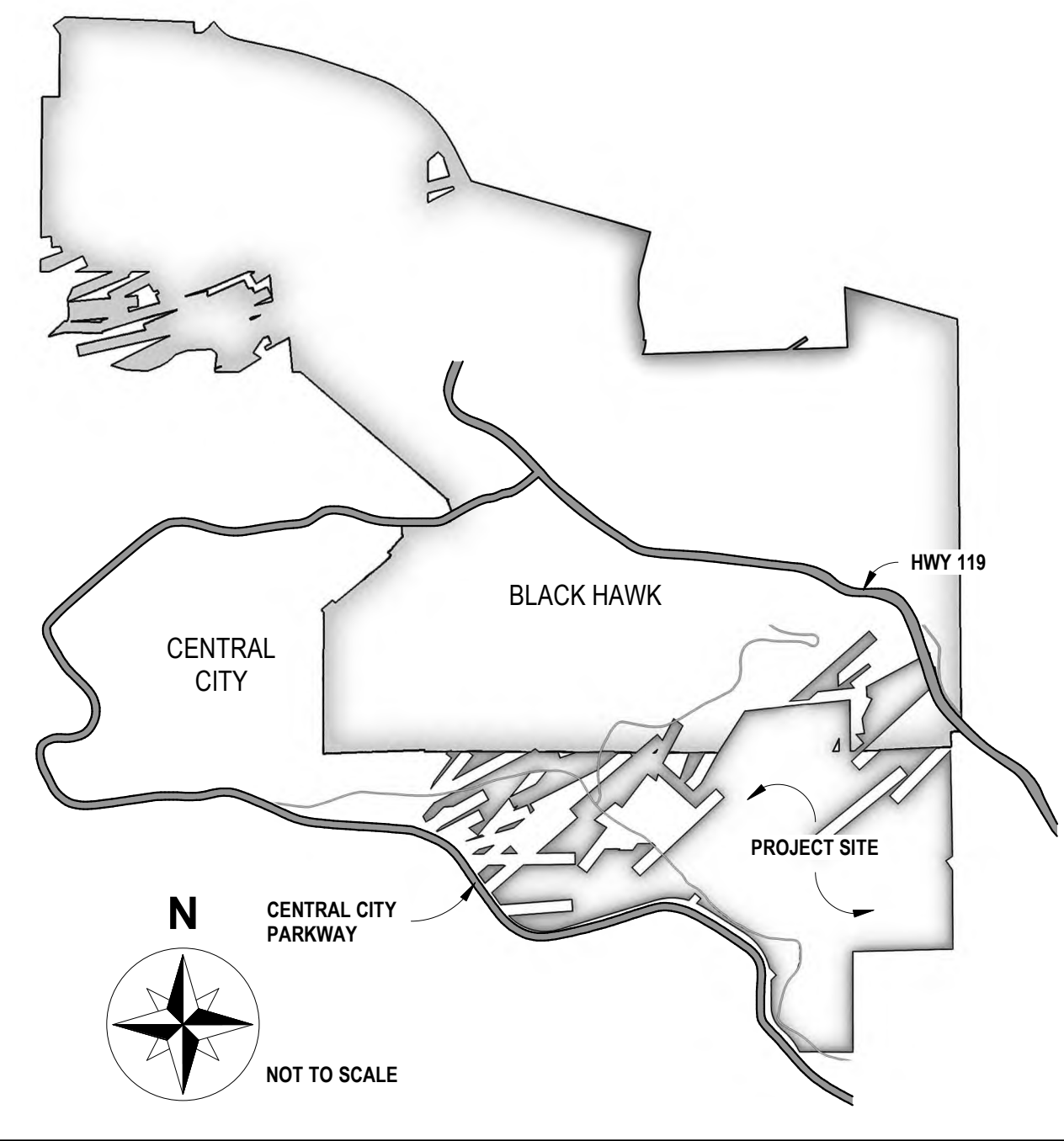
STANDARD FLEXIBILITY STATEMENT

The graphic drawings contained within this Planned Unit Development are intended to depict general locations and illustrate concepts of the textual provisions of this Planned Unit Development. In granting PUD approval, the City Council may allow minor variations for the purpose of establishing:

- Final road alignments.
- Final configuration of lot and tract sizes and shapes.
- Final building envelopes.
- Final access and parking locations.
- Landscape adjustments.

In the future, if any other uses are proposed on the property, either with a change of ownership or use transition, the City Manager shall be authorized to evaluate any new proposed use(s) and determine and approve a proposed use if they are similar in nature and impact to the allowed permitted uses herein. If a proposed use is not so similar in nature and impact, then an application for a Planned Unit Development amendment will be required and processed through the applicable Black Hawk Municipal Code process.

VICINITY MAP



GENERAL PROVISIONS AND DEVELOPMENT GUIDE

Statement of Purpose

The purpose of this section is to establish general provisions and clarify standards for the development that may occur in the PUD. The purpose of this Development Guide is to establish Development Standards for the improvement of the property indicated herein. The standards contained in this Development Guide are intended to carry out the goals for development of this property. Commercial/Business Services (C/BS) zoning is proposed as the base zone district for the property and the Planned Unit Development (PUD) overlays as a method to include and expand uses pertinent to the development of the property, and not currently noted as allowable uses under a C/BS zoning designation. The list of permitted uses is consistent with the general uses as noted in the City of Black Hawk Municipal Code.

It is anticipated that further annexations will be desired by the property owner. Subject to approval by the City of Black Hawk, it is the intent that this PUD – its General Provisions and Permitted Uses – will expand to include property that is to be added to the project and annexed to the City of Black Hawk. It is anticipated that the development standards of this PUD may be modified – depending on size and location of added parcels. All such expansions and modifications shall be processed per the City of Black Hawk Municipal Code.

Architectural Intent

Buildings will be designed to reflect the rich mining history of the Black Hawk area. Just as mining buildings of the past were authentic in part because of their utilitarian nature, so too will the buildings here be reflective of their uses and the way buildings are constructed today. Building forms will be reminiscent of forms historically found in mining communities of the Rocky Mountain West. While acknowledging modern construction materials and techniques, building materials will also be chosen to be consistent and complementary to those found in historic mountain mining areas of the West. Architectural reviews and decisions by the City for approval will be completed with each Site Development Plan application through the Certificate of Architectural Compatibility (COAC) process with each phase of development.

Application

These standards shall apply to all property contained within the Lake Gulch Whiskey Resort PUD as shown on the PUD Plan and in these Development Standards. These requirements shall become the governing standards for review, approval and modification of all uses occurring on the site. Provisions of this guide shall prevail and govern the use of the site. The Municipal Code and Regulations for the City of Black Hawk shall apply where the provisions of this guide do not address a specific subject. This guide shall supersede the City of Black Hawk Municipal Code where such code is found in conflict with the provisions of this guide. Site Development Plans, Subdivision Plats, COAC, Building Permits, and/or applicable permit and approvals shall be required prior to construction and occupancy of any structure, building, or improvement. A traffic impact study shall be submitted for review with each subsequent phase of development.

Control Over Use

After adoption of these Development Standards:

- Any new building or other structure, may be used as provided for in these Development Standards;
- Any parcel of land contained within the PUD, as well as parcels acquired and annexed and/or zoned in the future, may be developed as provided for in these Development Standards as amended;
- The use of any existing building, other structures, or parcel of land may be changed or extended as provided for in these Development Standards; and
- Any existing building or other structure may be enlarged, reconstructed, structurally altered, converted or relocated for any purpose permitted or required by the provisions of these Development Standards.

Control Over Location and Bulk

After adoption of these Development Standards, the location and bulk of all buildings and other structures built after the effective date of these Development Standards shall be in conformance with:

- All applicable standards contained within these Development Standards and
- Any other applicable standards of the City of Black Hawk, where such standards are not specifically addressed in these Development Standards.

DEVELOPMENT STANDARDS

Building Heights

- | | |
|----------------------------------|-------------------|
| Lodging - | not to exceed 50' |
| Commercial/Light Industrial - | not to exceed 75' |
| Residential (1 Caretaker Unit) - | not to exceed 40' |

Maximum Building Square Footage by Use

- | | |
|----------------------------------|--------------------------|
| Lodging - | not to exceed 200,000 sf |
| Commercial/Light Industrial - | not to exceed 800,000 sf |
| Residential (1 Caretaker Unit) - | not to exceed 5,000 sf |

Lot Area and Width

Lot Area and Width Requirements shall apply to the Lake Gulch Whiskey Resort property as a whole and not individual claims and parcels comprising the property, and shall comply with Section 16-95 of the City of Black Hawk Municipal Code. Minimum Lot Size shall be 20,000 SF and Minimum Dimensional Requirements shall be 150' and 150' deep.

Setbacks

Minimum Setback Requirement shall comply with Section 16-95 of the City of Black Hawk Municipal Code:

- Minimum Setbacks shall be 15':
 - No freestanding sign, billboard, or new building (any permanent structure that provides a walled and roofed enclosure, that is designed for the shelter or enclosure of persons, animals, chattels or property) shall be constructed within one hundred and fifty (150) feet of the centerline of the Central City Parkway.
- Minimum setback for outdoor storage:
 - 100 feet measured from public right-of-way and 50 feet measured from external PUD boundaries.
 - 15 feet where within 300 feet of a structure and enclosed by a wall or solid fence.

Open Space

Minimum Open Space Requirement shall comply with Section 16-95 of the City of Black Hawk Municipal Code:

- Maximum Impervious Coverage shall be 35%.

Parking

It is in the best interest of all parties to ensure that parking needs for the various uses on the site be accommodated on the property – and this is the intent of the project. Where possible and where the uses and parking space count metrics match up, City of Black Hawk parking standards can be used. However, recognizing that some of the uses anticipated are not directly reflected in the City's use tables, parking for those uses will be provided commensurate with the needs of the specific various uses. Parking shall be reviewed and approved during the Site Development Plan process.

Two types of parking are anticipated: paved and striped parking will be provided for the majority of everyday activities taking place on the site – including normal visitor functions. At very busy times (holidays, larger events), temporary overflow parking will be provided by the owner. The overflow parking will be in areas accessible from paved drives or parking lots and will be graded and/or seeded with grasses/vegetation to serve as temporary parking, and must be continuously maintained to not create drainage and/or nuisance issues on the property.

Off-site parking will be allowed for Large Events. For these events, shuttles will be utilized to move people from remote lots to the property, subject to the City of Black Hawk special events permitting.

Parking at whiskey barrel aging and distillery warehouses, regardless of the square footage of the structure, will be allowed to be minimal, given the typically unoccupied nature of these buildings. No fewer than one (1) and no more than three (3) spaces per building will be required.

Allowable Building Materials

Proposed Exterior Architectural Treatment shall be in accordance with the City of Black Hawk Municipal Code and the Black Hawk Design Guidelines, except that exposed concrete is allowed at building foundations. All architecture and materials will be reviewed during the SDP and COAC process with each phase.

Storage/Trash

Outdoor storage of materials and equipment is anticipated. Trash and refuse storage shall be provided in convenient locations and shall be screened from public view with solid fence and landscaping.

Lighting

The intent of the proposed exterior lighting is to be low level, rural in nature, and compliant with 'dark sky' guidelines, with the exception of truck yards or other areas that might require a higher intensity of lighting for safety. Lighting improvements to Lake Gulch Road are not included in these development requirements, except that low level street lighting is proposed for the intersections of Lake Gulch Road with the Tincup Access Roads.

Landscaping

The intent of the proposed landscaping is to be low impact, mountain-rural in nature, and consistent with the existing physical surroundings on the site. The proposed landscaping is intended to support the larger project's goal of honoring Colorado's mining history and heritage, and should feel rustic and relatively unmanicured, while still highlighting the various buildings, pathways, and site features.

DEVELOPMENT STANDARDS (Cont.)

Signage

Signs on this property will be subject to the City of Black Hawk sign regulations outlined in Chapter 15 of the Municipal Code as well as with a future Comprehensive Sign Plan ("CSP") that will address proposed signs and future signs on the property. Proposed signage will be allowed to be illuminated in a manner consistent with a rural setting, and the proposed signage sizes and heights may exceed those values listed in Chapter 15. A CSP application will be necessary in the future as more definitive site development plans for these properties progress and more specific signage options are considered.

Development Restrictions in the Bulge

Any Proximo property within the Bulge shall be burdened by perpetual restrictive covenants that run with the land, which Proximo shall record in the Records of Gilpin County prior to any application to Black Hawk for Site Development Review affecting such property. The restrictive covenants shall apply only to property within the Bulge and shall be provided to Central City ("Central") prior to recordation for the sole purpose of allowing Central City to confirm that the restrictive covenants are consistent with the following development restrictions:

- The height of any and all development shall be no more than what is currently permitted in the approval of the LGWR PUD.
- No freestanding sign or billboard may exceed sixteen (16) feet in height or one hundred (100) square feet in sign area without the advance written approval of Central.
- No electronic message centers shall be allowed.
- Any CSP application shall be referred to Central's Community Development Director for review and input at least sixty (60) days prior to the date on which the Black Hawk City Council is scheduled to approve, conditionally approve, or deny the CSP. Black Hawk City Council will consider any input provided by Central's Community Development Director and make good faith efforts to ensure that any CSP addresses or otherwise accounts for such input.
- No freestanding sign, billboard, or new building (any permanent structure that provides a walled and roofed enclosure, that is designed for the shelter or enclosure of persons, animals, chattels or property) shall be constructed within one hundred and fifty (150) feet of the centerline of the Central City Parkway.
- All lighting, including lighting used for any path or drive illumination, will be downcast and dark skies-compliant, which shall be deemed only to mean that any light not installed under a building canopy, including but not limited to any landscaping, wayfinding or pedestrian walkway lighting, shall be within a fully shielded fixture and shall not exceed 1,000 lumens, so that in no case will light emitted from the light source be projected directly from the source into the sky. Notwithstanding the foregoing, the lighting of a building facade for architectural, aesthetic, or decorative purposes is permitted provided that upward aimed building facade lighting shall not exceed nine hundred lumens and shall be fully shielded and confined from projecting into the sky by eaves, roofs, or overhangs, and mounted as flush to a wall as possible.

Prohibited Uses in the Bulge

No noxious or objectionable land uses shall be permitted within the Bulge area. Such prohibited land uses shall include disposal of radioactive wastes, fossil fuel power generation (except back-up generators for individual uses), nuclear power generation, intensive agriculture, slaughterhouse, waste incinerator, marijuana uses (except the following allowed marijuana uses: fixed place of business for mobile marijuana hospitality business, marijuana hospitality business, marijuana R&D facility, medical marijuana store, medical marijuana testing facility, retail marijuana store, retail marijuana hospitality and sales business, and retail marijuana testing facility, all of which uses are specifically allowed), and other highly impactful uses which typically require a discharge permit.

Limits on Prohibition of Uses in the Bulge

The noxious or objectionable uses prohibited within the Bulge shall specifically not include non-intensive agricultural uses including but not limited to the husbandry of elk, buffalo, and bees, the growing of crops for use in producing beverage alcohol or for direct sale to consumers, and agritourism operations including but not limited to the operation of a pumpkin patch. Such uses shall be allowed within the Bulge.

PERMITTED USES

Description

The zoning is intended to facilitate the development of the property within the PUD area to create a new headquarters, brand home, distillery operation and visitor experience, for Tincup Whiskey, an established brand.

Intent

- Develop a design that recognizes, and honors, the area's rich mining history.
- Develop a site plan that indicates conceptual improvements for the new headquarters and distillery operations for Tincup Whiskey, including Distillery, Restaurant, Visitor's Center, Offices, Barreling Hall, Packaging Buildings, Barrel Houses, Events Building, Cabins and Lodge, Barn and Farm Buildings, VIP Tasting Rooms, and various other Visitor Experience elements.
- Provide zoning flexibility to adjust to potential future changes in use. While some of the future potential uses are not currently proposed for specific locations on the site, the plan would allow for such future uses without the need to amend the PUD.
- Provide flexibility, under this plan, to combine the unique aspects of an operating distillery with a world-class visitor experience.

Permitted Principal Uses

The uses noted below are specifically allowed under the PUD. In addition to the uses specifically allowed under the PUD, any other uses permitted in the C/BS zone district are permitted per the Use Regulations. The C/BS Special Review Uses listed in Section 16-94(c) shall not be permitted either as a principal use or a special review use.

RETAIL AND SERVICES

Visitor Center
Gift Shop/Retail
Guest Retail/Artisan Demonstrations
Artisan Demonstrations
Child Care
Chapel

LODGING ACCOMMODATIONS (Not Exceeding 30 Days)

Multi-room Hotel/Lodge for Short-Term Rentals
Cabins for Short-Term Rentals
Camping, including Yurt-like structures
Recreational Vehicles

RESTAURANTS

Specialty Restaurants
Food Trucks (parked in designated areas on an approved SDP)

INDOOR RECREATION AND AMUSEMENT

Museum
Art Gallery
Guest Tours
Visitor Participation in select Bottling and/or Labeling operations

BARS AND LOUNGES

Tasting Rooms

OFFICES

PARKS AND COMMON AREAS

PARKING FOR ON-SITE USES

OUTDOOR RECREATION AND AMUSEMENTS

Rodeo Arena
Keeping of Animals in a Stable, Barn, Corral, or Pasture. Domestic Livestock shall be confined within a fenced pasture in accordance with Colorado Department of Agriculture Animal Health Division Standards.
Recreational Trails
Tours
Watch Tower
Shooting Range
Passive and Active Recreation

EVENTS

Amphitheater

PERMITTED USES (Cont.)

EVENTS (Cont.)

Wedding Venue (Indoor and Outdoor)
Convention Center
Meeting Hall
Events, Small (250 or fewer attendees)
Events, Large (greater than 250 attendees) subject to review of a Special Event Permit

RESIDENTIAL

Caretaker Residence: Limited to one (1) residential unit in entire PUD

TRANSPORTATION

Private Shuttle Stop
Fixed Guide-way Transportation system
Helipad
Truck Loading Operations

WAREHOUSE AND WHOLESALE

Whiskey Barrel Aging
Distillery Warehouse

LIGHT INDUSTRIAL

Distillation of spirits
Bottling
Shipping and Receiving
Light Manufacturing

UTILITY INFRASTRUCTURE

RESEARCH AND DEVELOPMENT FACILITIES

Laboratory

VOCATIONAL TRAINING CENTER, SCHOOL

PRODUCTION, FABRICATION OR ASSEMBLY ACTIVITIES

Distillery and any uses customarily appurtenant to distilling operations
Outdoor Storage Silos and other outdoor storage uses customarily appurtenant to distilling operations
Bottling Plant

RETAIL SALES OF PRODUCTS PRODUCED BY THE PRIMARY LIGHT INDUSTRIAL USE

GROWING AND HARVESTING OF CROPS

Farm and Garden

PERMITTED ACCESSORY USES

Uses which are customarily incidental to any of the permitted principal uses and are located on the same lot.

PROJECT TEAM

OWNER/APPLICANT

PROXIMO DISTILLERS, LLC
333 WASHINGTON STREET
JERSEY CITY, NEW JERSEY 07302

CIVIL ENGINEER

JVA
1319 SPRUCE STREET,
BOULDER, COLORADO 80302
303-565-4959

LAND USE ATTORNEY

FRASCONA JOINER GOODMAN
& GREENSTEIN
4750 TABLE MESA DRIVE,
BOULDER, COLORADO 80305
303-494-3000

ARCHITECT

COBURN ARCHITECTURE
2560 28th STREET,
SUITE 200
BOULDER, COLORADO 80301
303-442-3351

SURVEYOR

HIS CONSULTANTS
12041 WEST LOUISIANA AVENUE,
LAKEWOOD, COLORADO 80228
720-273-9940

SHEET INDEX

- 1 of 2 - COVER SHEET
2 of 2 - PUD PLAN

CERTIFICATIONS

OWNER'S SIGNATURE:

OWNER: Proximo Distillers, LLC

AGENTS' NAME: _____

TITLE: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ AD

by _____ as _____ of Proximo Distillers, LLC, a Colorado Limited Liability Company

State of _____ and County of _____

Witness my hand and official seal

My commission expires: _____

Notary Public

Address

CITY OF BLACK HAWK BOARD OF ALDERMEN CERTIFICATION:

This Planned Unit Development Plan is approved and accepted by the Board of Aldermen of the City of Black Hawk, Colorado, this _____ day of _____, 20____ by Ordinance No. 2021-____.

By: _____

David D. Spellman, Mayor of the City of Black Hawk, Colorado

Attest: _____

Melissa A. Greiner, CMC, City Clerk

ISSUED/REVISION SCHEDULE				
NO.	DESCRIPTION	AUTHOR	CHECKED	DATE
	PUD 1st AND SUBMITTAL			10.01.2021
	PUD 1st AND REVISIONAL			11.23.2021

PLANNED UNIT DEVELOPMENT



560 28th Street, Suite 200
Boulder, Colorado
p: 303-442-3351



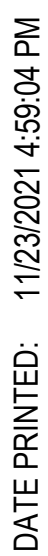
DISTILLERY PROJECT


Black Hawk, Colorado

ISSUED/REVISION SCHEDULE				
NO.	DESCRIPTION	AUTHOR	CHECKED	DATE
	PUD 1st AMD SUBMITTAL			10.01.2021
	PUD 1st AMD RESUBMITTAL			11.23.2021

No 2 of 2
PUD PLAN

1 of 1177



 BLACK HAWK	FORMAL LAND USE APPLICATION City of Black Hawk Community Planning and Development 211 Church Street, P.O. Box 68, Black Hawk, CO 80422 Email: CPDinquiry@cityofblackhawk.org • Visit: www.cityofblackhawk.org
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COMPLETE ALL BOXES – Incomplete applications will not be processed

Applicant Name: COBURN ARCHITECTURE on behalf of PROXIMO DISTILLERS, LLC	Applicant Address & Zip Code: 2718 Pine Street #100 Boulder, Colorado 80302
Applicant Phone: (720) 674-6601	Applicant Email: pweber@coburnpartners.com
Property Owner Name: PROXIMO DISTILLERS, LLC	Property Owner Address & Zip: 333 WASHINGTON STREET JERSEY CITY, NEW JERSEY 07302
Property Owner Phone: (720) 464-0027	Property Owner Email: pete.macca@stranahans.com
Project Name: Lake Gulch Whiskey Resort (LGWR)	Project Description: NEW DISTILLERY AND VISITOR'S CENTER FOR TINCUP WHISKEY
Project Address or Location: see LGWR ANNEXATION PLATS 1-18	Project Parcel Number: Various, see Legal Description
Existing Subdivision, Lot & Block:	Existing Planned Unit Development: PUD - Ordinance No. 2020-09
Existing Property Size: 335.28 acres <input checked="" type="checkbox"/> Acres <input type="checkbox"/> Sq. Ft.	Existing Building Size N/A in square feet:
Existing Zoning: C/BS Zone District	Proposed Zoning: C/BS/PUD 1st Amendment
Existing Use: Vacant Land	Proposed Use: New Distillery & Visitor Center

ITEMS REQUIRED WITH FORMAL LAND USE APPLICATION SUBMITTAL:

- ☒ This completed & signed Formal Land Use Application form
- ☒ All Items indicated/checked on the Formal Land Use Application Checklist that is attached
- ☒ Formal Land Use Application Deposit in the amount of \$ **10,000**

APPLICATION AND FEE AGREEMENT:

The Black Hawk Adopted Fee Schedule and Section 16-370 of the Black Hawk Municipal Code establishes the requirement for applicants to pay fees to cover the costs the City may incur by having City approved consultants evaluate and process applications.

I, as the applicant, hereby certify that I believe to the best of my knowledge that all information supplied with this application is true and accurate and that consent of the property owner listed above, without which the requested action cannot lawfully be accomplished, has been granted. Permission is also hereby granted to the City of Black Hawk staff and their consultants to physically enter upon and inspect the subject property and take photographs as necessary for preparation of the case. In addition, by signing this application I am agreeing that I am authorized to sign on behalf of the property owner, or business-owner and commit to deposit the sum of \$ **10,000** to be used to pay the City's expenses to review, evaluate and process the Application ("Deposit"), which funds may be used to pay the cost of third-party consultants plus fifteen percent (15%) of such actual costs for City staff administrative costs and supplies. **I understand that if Formal Land Use Application costs exceed the amount collected, the City will invoice me, as the applicant, for the additional consultant cost plus a 15% administrative fee.** I additionally agree that I am not acquiring any rights by virtue of the payment of the City's expenses.

Submit Formal Land Use Applications to: **COAC@cityofblackhawk.org**

Applicant's Signature Peter Weber

Digitally signed by Peter Weber
DN: cn=Peter Weber, o=Coburn Partners, cn=Peter Weber
I agree to the terms defined by the placement of my signature on this document
Date: 2021.09.21 17:33:17-0500

Date **9.21.21**

FOR CITY USE ONLY: Received by: **Vince Harris**

Date: **10/1/2021**

PROXIMO DISTILLERS, LLC
333 WASHINGTON STREET
JERSEY CITY, NEW JERSEY 07302

21 Sep 2021

CITY OF BLACK HAWK
Community Planning and Development
211 Church Street
P.O. Box 68
Black Hawk, CO 80422
(303) 582-0615

RE: Letter of Authorization for Coburn Architecture

Please accept this Letter of Authorization on behalf of Proximo Distillers, LLC, as official notice to you that Coburn Architecture has the power and authority to pursue the Annexation and PUD of Proximo Distillers, LLC's property, within Gilpin County, Colorado, and within the Black Hawk growth boundary

If you have any questions, comments or concerns regarding this matter, please do not hesitate to contact me. Thank you very much.

AGENT'S NAME Peter T. Macca TITLE: Director of Operations

The foregoing instrument was acknowledged before me this 24 day of September 2021 AD

by Peter T. Macca as authorized of Proximo Distillers, LLC,
a Colorado Limited Liability Company

State of CO and County of Denver

Witness my hand and official seal
My commission expires 04/07/2024

Netra Raj Neupane

Notary Public

303 S Broadway Ste 200
Address

Denver, CO 80209



Frascona, Joiner, Goodman and Greenstein, P.C.

Oliver E. Frascona (1947-2014)

Jonathan A. Goodman

Gregg A. Greenstein

Cynthia M. Manzano

Jonathan H. Sargent

Michael A. Smeenk

Jordan C. May

Britney Beall-Eder

Zachary A. Grey

Attorneys at Law

A Professional Corporation

4750 Table Mesa Drive, Boulder, Colorado 80305-5541

Telephone (303) 494-3000 Facsimile (303) 494-6309

www.frascona.com harmon@frascona.com

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G. Roger Bock

Karen J. Radakovich

Jesse H. Witt

Elizabeth S. Marcus

Benjamin J. Daniels

Jeffrey M. Glotzer

November 12, 2021

Harmon W. Zuckerman

C. Andrew Meyer

Brittaney D. McGinnis

Phillip M. Khalife

Caroline B. Veltri

Ekaterina Kamenetsky

Andrew B. Pipes

Cynthia Linker
Community Planning and Development Administrator
211 Church Street
Black Hawk, CO 80422

Re: "Bulge" Annexation Petition and Application for 1st Amendment to the Lake
Gulch Whiskey Resort PUD

Dear Ms. Linker:

This law firm represents Proximo Distillers, LLC ("**Proximo**" or the "**Applicant**"), a major producer and importer of distilled spirits and the owner of Denver's Stranahan's Colorado Whiskey and numerous other established national and international brands. One of these brands is Tincup Whiskey, and Proximo is proposing to develop the "Lake Gulch Whiskey Resort" ("**LGWR**" or the "**Project**") as the new home of Tincup in Black Hawk. This would involve construction of a distillery to produce and bottle Tincup, along with several barrelhouses, a visitor's center, guesthouse and cabins, a restaurant, event space, retail, parking, and an array of outdoor activities focused on both active and passive recreation.

More than three years ago, Proximo found the Richest Square Mile Ranch ("**RSM**"), an approximately 335-acre property located below Miner's Mesa, and identified it as the ideal site for Tincup Whiskey's new home. The RSM was then in unincorporated Gilpin County. In 2020, Proximo purchased the RSM and, in cooperation with the City of Black Hawk ("**Black Hawk**" or the "**City**"), annexed and zoned a major portion of the property.

With the attached "Bulge" Annexation Petition and Application for 1st Amendment to the Lake Gulch Whiskey Resort Planned Unit Development (the "**LGWR PUD**"), the Applicant is requesting to annex and zone the remainder of the RSM to support the Project.

November 12, 2021

Page 2 of 6

The PROJECT

Proximo's vision is to create a great, authentic whiskey in a great, authentic place by building a new, state-of-the-art whiskey distillery in the mountains of Colorado. The distillery would be a destination attraction and would benefit Black Hawk by identifying it as the home of the brand. Visitors would be welcomed both to observe the production and enjoy the product; the distillery and visitor experience would bring in a unique tourism target group. It is anticipated that a high percentage of visitors would visit Black Hawk's other attractions before or after the distillery. Proximo believes that the Project would complement and diversify Black Hawk's economy, contribute to the community achieving its planning goals, and fit with the rugged image, mountain lifestyle, and mining heritage of the area.

To complement its surroundings, the Project would always hew to the philosophy of *Distilling in Place*. Distilling in Place is a way to create authenticity through the relationship between a whiskey and where it is made. One way to cement that relationship is through the use of compelling architecture that respects and furthers the architectural heritage of Black Hawk. Some concept examples of the future Tincup distillery and visitor's center are below:



November 12, 2021

Page 3 of 6



Another way for the Project to complement its surroundings is by respecting the natural landscape as shown in the photograph below:



As is evident from the conceptual site plan below, the majority of the area which supports the Project would remain in its natural state:

November 12, 2021

Page 4 of 6



The Tincup distillery project is a labor of love for Proximo. There is an ample supply of light industrial property in the Front Range with easy access, more cooperative weather, and ready utilities. Nonetheless, the Applicant is dedicated to completing this project in this location, because doing so will result in a one-of-a-kind destination and production facility highlighting Tincup Whiskey, Black Hawk, and Colorado proudly within the portfolio of Proximo's brands.¹

At completion, the Project is expected to result in over 40 direct net-new full-time equivalent jobs and over \$50,000,000 in capital investment. The distillery is envisioned as a

¹ Proximo's portfolio of brands includes the world's largest selling tequila, Jose Cuervo®, as well as 1800® Tequila, Bushmills® Irish Whiskey, The Kraken® Black Spiced Rum, Pendleton® Canadian Whisky, Three Olives® Vodka, Maestro Dobel® Tequila, Gran Centenario® Tequila, Creyente® Mezcal, Tincup® American Whiskey, The Sexton® Single Malt Irish Whiskey, Hangar 1® Vodka, Boodles® Gin, Owney's® Rum, Matusalem® Rum, Agavero® Liqueur, Stranahan's® Colorado Whiskey, Black Dirt® Bourbon and Old Camp® Whiskey. Proximo also is the global distribution partner for Proper No. Twelve™ Irish Whiskey. In addition, Proximo and its affiliates have a substantial track record of operating successful state-of-the-art distilleries with authentic visitor experiences. These facilities include the Old Bushmills Distillery in Northern Ireland, which receives over 150,000 visitors per year. Stranahan's Distillery in Denver, CO is ranked by Trip Advisor as the #1 thing to do in Denver and was recently named by Yelp as the #1 whiskey bar in America.

November 12, 2021

Page 5 of 6

destination attraction and would benefit Black Hawk by identifying it as the home of the brand. We believe that the Project would complement and diversify Black Hawk's economy, contribute to the community's achievement of its planning goals, and fit with the rugged image, mountain lifestyle, and mining heritage of the area.

The APPLICATION

Much groundwork has already been laid to support the attached submittals. On March 25, 2020, the City reviewed Ordinance Nos. 2020-2 through 2020-8 and Ordinance No. 2020-9, approving, respectively, Proximo's Annexation Petition and PUD for the 221.9-acre portion of the RSM located north of Lake Gulch Road (the "**First Annexation**"). The 110-plus-acre remainder portion generally located south of Lake Gulch Road and north of the Central City Parkway (the "**Bulge**") was not included, because under the then-effective 1999 Growth IGA, the Bulge was within Central City's Growth Area and could not be annexed into Black Hawk. In the summer of 2020, however, the signatories to the 1999 Growth IGA² executed a new IGA. Under the new IGA, the Bulge is within the Black Hawk Growth Area and can be annexed into the City.

On October 12, 2020, we submitted the Pre-Land Use Application to Black Hawk for the "Bulge" Annexation Petition and Application for 1st Amendment to the LGWR PUD. In the interim, the Applicant has continued to refine project plans and engage in multiple activities which are beneficial and necessary to the success of the LGWR PUD. For examples:

- Proximo has obtained ownership of parcels with major strategic value to the Project, which parcels were owned by third parties and not conveyed in the original purchase of the RSM.
- Per the Annexation Agreement approved on March 25, 2020, Black Hawk and Proximo have completed a mutually-beneficial land swap, allowing Proximo to further consolidate its holdings in the project area, while the City was able to obtain land with high conservation and outdoor recreation value.
- In May 2021, the City and Proximo made an agreement whereby Proximo contributed significantly to the cost of a public infrastructure project that includes construction of a new sanitary sewer main line from Gregory Hill to the sewer line in Highway 119 extending down to the treatment plant on Highway 119 near to Highway 6. This guarantees that the Applicant will be able to connect to an efficient wastewater system which has the capacity to serve the LGWR PUD.

² Black Hawk, Central City, Gilpin County, and the Black Hawk-Central City Sanitation District

November 12, 2021

Page 6 of 6

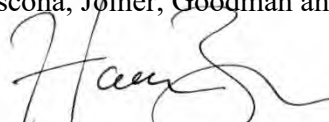
- Proximo has been working with Black Hawk to design multiple road improvements to serve the Project and the Gregory Hill area.

Now, and as contemplated under the First Annexation, Proximo is submitting to Black Hawk an Annexation Petition to annex the Bulge into the City. Simultaneously with this, Proximo is submitting submit an application to amend the LGWR PUD to include the Bulge. The concept underlying the 1st Amendment to the LGWR PUD is that the addition of the Bulge will simply increase the size of, and the development potential within, the PUD by about 50%. For example, current PUD caps commercial/light industrial building square footage to 500,000 square feet, and the amended PUD would allow 800,000 square feet. The general provisions, development guidelines and standards, and permitted uses would all remain the same, subject to certain new limitations specific to the Bulge area.

The Annexation Petition and Annexation Maps have been submitted in compliance with the Colorado annexation statutes, the City's Municipal Code, and the new IGA. The PUD application and map materials are submitted in compliance with applicable Code and the new IGA. Both the proposed Annexation and the PUD support the policies and principles embodied in the Black Hawk Comprehensive Plan, in that the Project would improve the sustainability of the area through expansion of recreational and non-gaming activities (see Policy EST-3.1), significant improvements in utility infrastructure (see Policies EST-4.1 and 4.2), and contribution to the overall health and vitality of Black Hawk (see Policies LU-2.1 through 2.3). The Project would also support many Comp Plan principles, including PRINCIPLE LU-4: *Encourage the orderly annexation of the land within the Black Hawk Growth Area*.

Based on the foregoing, Proximo respectfully requests that Black Hawk approve the proposed Annexation and PUD amendment. We look forward to continuing our exciting and mutually-beneficial collaboration with you.

Sincerely yours,
Frascona, Joiner, Goodman and Greenstein, P.C.

A handwritten signature in black ink, appearing to read 'Harmon W. Zuckerman', written over a faint, larger signature.

By: Harmon W. Zuckerman, Esq.

LAKE GULCH WHISKEY RESORT

CONCEPTUAL SITE PLAN

A PART OF SECTIONS 7, 8, 17 & 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO

THE CONCEPTUAL SITE PLAN IS BEING PROVIDED FOR "REFERENCE ONLY" AND IS NOT A REGULATORY PART OF THE PLANNED DEVELOPMENT APPROVAL. NOR SHALL IT BE RECORDED WITH ANY APPROVAL OF THIS PUD. FINAL SITE & ARCHITECTURAL DESIGN TO BE APPROVED WITH THE SITE DEVELOPMENT PLANS & CERTIFICATES OF ARCHITECTURAL COMPATIBILITY



COBURN
ARCHITECTURE

2560 28th Street, Suite 200
Boulder, Colorado
p: 303-442-3351



TINCUP
MOUNTAIN WHISKEY

DISTILLERY PROJECT
Black Hawk, Colorado

DISCLAIMER:
THESE DOCUMENTS ARE PROVIDED BY COBURN ARCHITECTURE INC., FOR THE DESIGN INTENT OF THIS SPECIFIC PROJECT AND ONLY THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION COORDINATION, METHODS AND MATERIALS REQUIRED FOR THE SUCCESSFUL COMPLETION OF THE PROJECT. THIS INCLUDES BUT IS NOT LIMITED TO THE QUALITY OF WORKMANSHIP AND MATERIALS REQUIRED FOR EXECUTION OF THESE DOCUMENTS AND WORK OR MATERIALS SUPPLIED BY ANY SUBCONTRACTORS. ALL WORK SHALL COMPLY WITH GOVERNING CODES AND ORDINANCES. THE CONTRACTOR SHALL REVIEW AND UNDERSTAND ALL DOCUMENTS AND SHALL NOTIFY THE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES IN THE DRAWINGS, FIELD CONDITIONS OR DIMENSIONS.

ISSUED/REVISION SCHEDULE				
NO.	DESCRIPTION	AUTHOR	CHECKED	DATE
	PUD 1st AND SUBMITTAL			10.01.2021
	PUD 1st AND RESUBMITTAL			11.23.2021





November 15, 2021

Mr. Troy Tengwall, NCARB, LEED AP BD+C
Coburn Architecture
2560 28th Street, Suite 200
Boulder, CO 80301

Re: Lake Gulch Whiskey Resort – PUD 1st Amendment
Traffic Study Letter
Black Hawk / Gilpin County, Colorado

Dear Mr. Tengwall:

This traffic study letter documents an update to the Lake Gulch Whiskey Resort project at Miner's Mesa Road along the north side of Lake Gulch Road in Gilpin County, Colorado in association with the Planned Unit Development (PUD) 1st Amendment to increase the land area for the project. Lake Gulch Whiskey Resort will be developed primarily to the east of the existing Miner's Mesa Road alignment, which is located approximately a half-mile south of State Highway 119 (SH-119). The resort is expected to consist of distillery operations, a restaurant, packaging buildings, barrel houses, events buildings, a lodge and cabins, tasting rooms, an amphitheater, and a caretaker's residence.

As evaluated within the "Lake Gulch Whiskey Resort Traffic Impact Study", prepared by Kimley-Horn in March 2020, this project is still proposed to include a lodge with 15 rooms and up to 45 cabins, as well as an approximate 4,800 square foot restaurant even with the increased land area associated with this PUD Amendment. In addition, the project was studied and is planned to continue to include distillery operations with approximately 35 employees and tours for 60 patrons per hour. Approximately five (5) delivery trucks will leave and return from the site per day at full operations. Therefore, the trip generating characteristics of this project are based on the following:

- Manufacturing for Distillery Operations = 35 Employees
- Hotel for Lodge & Cabins = 60 Rooms
- Restaurant = 4,800 square feet
- Five (5) Trucks making 2 round trips per day, with 2 trucks coming and going in the peak hours
- Distillery Tours = 60 Patrons per Tour, with that number coming and going in the peak hour

Based on these uses and characteristics, the weekday trip generation will remain unchanged as previously studied. The weekday trip generation is identified in the following trip generation **Table 1**.

Table 1 - Lake Gulch Whiskey Resort Weekday Project Traffic Generation

Land Use	Size	Vehicles Trips						
		Daily	Weekday AM Peak Hour			Weekday PM Peak Hour		
			In	Out	Total	In	Out	Total
Typical Weekday Operations								
Manufacturing (ITE 140) – Distillery Operations	35 Employees	88	10	3	13	5	7	12
Hotel (ITE 310) – Lodge & Cabins	60 Rooms	502	17	11	28	18	18	36
Sit-Down Restaurant (ITE 932)	4,800 Square Feet	540	26	22	48	29	18	47
Trucks (Client Information)	5 Trucks	10	2	2	4	2	2	4
Distillery Tours (Client Information)	60 Patrons	400	60	60	120	60	60	120
Typical Weekdays Summation		1,540	115	98	213	114	105	219

Likewise, events of up to 250 people are expected at the facility throughout the year. On weekends, the facility may have events with a varied attendance, but for purposes of the traffic study, an attendance of up to 250 people was considered. These events may include weddings or other celebratory gatherings. This project description and associated project traffic generation based on this development remains consistent with the previous traffic impact study for this project today. The weekend trip generation will remain the same as previously studied, as identified in the following **Table 2**.

Table 1 – Lake Gulch Whiskey Resort Weekend Project Traffic Generation

Land Use	Size	Vehicles Trips						
		Sat. Daily	Friday Peak Hour of Generator			Friday Peak Hour of Generator		
			In	Out	Total	In	Out	Total
Weekend Operations with 250-person Event								
Manufacturing (ITE 140) – Distillery Operations	18 Employees	24	5	7	12	2	2	4
Hotel (ITE 310) – Lodge & Cabins	60 Rooms	492	18	18	36	25	19	44
Sit-Down Restaurant (ITE 932)	4,800 Square Feet	652	52	50	102	28	26	54
Trucks (Client Information)	5 Trucks	10	2	2	4	0	0	0
Distillery Tours (Client Information)	60 Patrons	400	60	60	120	60	60	120
Weekend Events	250 People	350	130	5	135	130	5	135
Weekend Operations Summation		1,928	244	117	361	245	112	357

Therefore, since the development uses haven't changed, the Lake Gulch Whiskey Resort traffic generation as evaluated in the original traffic study will remain the same with this proposed PUD Amendment. A revision to the original traffic study isn't needed. Of note, the previous traffic study trip generation was very conservative, assuming that all 60 patrons for a distillery tour would arrive and depart in single occupant vehicles during each studied peak hour. Likewise, if the additional land does lead to additional traffic based on future identified further development, this can be evaluated further in the future when specific development of a currently unplanned project is proposed.

Based on these facts, the 1st Amendment of the PUD for Lake Gulch Whiskey Resort is anticipated to generate the same traffic volume evaluated within the Lake Gulch Whiskey Resort Traffic Impact Study for the project. It is believed that the currently proposed amendment with additional land area results in the exact same traffic volume originally studied and therefore is in traffic compliance with the original traffic study. Therefore, all original report conclusions and recommendations are believed to remain valid. If the City of Black Hawk or Gilpin County would like any additional traffic information, please let us know.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Curtis D. Rowe, P.E., PTOE
Vice President



LEGAL NOTICES

THE WEEKLY REGISTER-CALL

November 18, 2021

PUBLISHER'S AFFIDAVIT

STATE OF COLORADO,)

) SS.

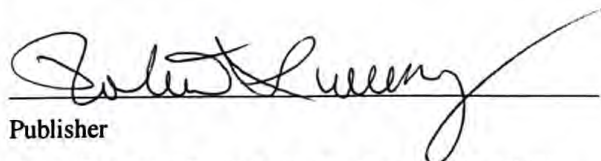
COUNTY OF GILPIN)

I Robert Sweeney do solemnly affirm that I am the Publisher of WEEKLY REGISTER CALL; that the same is a weekly newspaper published in Black Hawk, County of GILPIN, State of Colorado, and has a general circulation therein; that said newspaper has been continuously and uninterruptedly published in said County of GILPIN for a period of at least 52 consecutive weeks prior to the first publication of the annexed notice, that said newspaper is entered in the post office at Black Hawk, Colorado, as periodical class mail matter and that said newspaper is a newspaper within the meaning of the Act of General Assembly of the State of Colorado, approved March 30, 1923, and entitled "Legal Notice and Advertisements," with other Acts relating to the printing and publishing of legal notice and advertisements. That the annexed notice was published in the regular and entire issue of said newspaper for a period of ONE consecutive insertions that the first publication of said notice was in the issue of said newspaper dated:

NOVEMBER 18, 2021

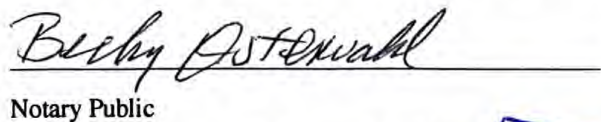
and the last publication of said notice, was in the issue of said newspaper dated:

NOVEMBER 18, 2021


Publisher

Subscribed and affirmed to before me, a Notary Public

This 18 th day of November A.D., 20 21


Notary Public

My Commission expires: August 9, 2024

BECKY OSTERWALD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164030293
MY COMMISSION EXPIRES AUGUST 9, 2024

BLACK HAWK NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Black Hawk Board of Aldermen shall hold a public hearing concerning a rezoning and the initial zoning of newly annexed land to the Commercial/Business Services (C/BS) zoning district and the Planned Unit Development (PUD) overlay zoning district, located on property described in Exhibit A, and generally located south of Miners Road and north & east of Central City Parkway, pursuant to the City of Black Hawk zoning ordinance.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, December 8, 2021 at 3:00 p.m. or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk Council Chambers, located at 211 Church Street, Black Hawk, CO 80422, or at such other time or place in the event this hearing is adjourned.

ALL INTERESTED PARTIES MAY ATTEND

Melissa A. Greiner, CMC

City Clerk

EXHIBIT A

A PART OF SECTIONS 7, 8, 17
& 18, TOWNSHIP 3 SOUTH,

RANGE 72 WEST OF THE 6TH P.M., COUNTY OF GILPIN, STATE OF COLORADO – AS DESCRIBED IN LAKE GULCH WHISKEY RESORT ANNEXATION PLATS NO. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 AND 18, ALSO INCLUDING THE PARCELS OF LAND KNOWN AS TRACTS 1-5 OF THE BLACK HAWK SWAP PARCELS RECORDED AT S-21-20, GILPIN COUNTY RECORDS, ALSO INCLUDING THE RARUS LODGE US MINERAL SURVEY NO. 1025AM, GOLD TUNNEL LODGE NOS. 14, 16, AND 21 US MINERAL SURVEY NO. 4589, ALSO INCLUDING THOSE PORTIONS OF THE CLAY COUNTY LODGE US MINERAL SURVEY NO. 360, THE CALEDONIA LODGE US MINERAL SURVEY NO. 519, THE ALICE LODGE US MINERAL SURVEY NO. 18785, THE ST. ANTHONY LODGE US MINERAL SURVEY NO. 19174, AND THE ELIZABETH LODGE US MINERAL SURVEY NO. 15894 THAT ARE WITHIN THE CITY OF BLACK HAWK PATENTED BOUNDARY, EXCEPT THE MARY MILLER LODGE US MINERAL SURVEY NO. 969. AS THE INTERESTS MAY BE MORE PARTICULARLY DESCRIBED IN DEEDS AT REC. NOS. 166456, 166457, 166458, 166765, 168271, 168405, 169086, 169441, AND 169460, GILPIN COUNTY RECORDS.

Published in The Weekly Register Call
Published: November 18, 2021
Legal # 5110

COUNCIL BILL 52
ORDINANCE 2021-52
AN ORDINANCE AMENDING
ARTICLE IX OF CHAPTER 4 OF THE
BLACK HAWK MUNICIPAL CODE
BY THE ADDITION THERETO OF
NEW SECTION 4-209 TO IMPLEMENT
A NEW CATEGORY OF
OCCUPATIONAL TAX FOR LIVE
STADIUM GAMES CONDUCTED ON
ELECTRONIC BETTING TERMINALS
AND BY THE ADDITION THERETO
OF A NEW SECTION 4-210 TO
IMPLEMENT A NEW CATEGORY OF
OCCUPATIONAL TAX FOR SPORTS
EVENT BETTING ON SELF-SERVICE
BETTING DEVICES, BOTH AS
APPROVED BY THE CITY OF BLACK
HAWK VOTERS

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

COUNCIL BILL NUMBER: 52

ORDINANCE NUMBER: 2021-52

TITLE: AN ORDINANCE AMENDING ARTICLE IX OF CHAPTER 4 OF THE BLACK HAWK MUNICIPAL CODE BY THE ADDITION THERETO OF NEW SECTION 4-209 TO IMPLEMENT A NEW CATEGORY OF OCCUPATIONAL TAX FOR LIVE STADIUM GAMES CONDUCTED ON ELECTRONIC BETTING TERMINALS AND BY THE ADDITION THERETO OF A NEW SECTION 4-210 TO IMPLEMENT A NEW CATEGORY OF OCCUPATIONAL TAX FOR SPORTS EVENT BETTING ON SELF-SERVICE BETTING DEVICES, BOTH AS APPROVED BY THE CITY OF BLACK HAWK VOTERS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, GILPIN COUNTY:

Section 1. The City of Black Hawk Municipal Code is amended by the addition thereto of a new Section 4-209 to read as follows:

Sec. 4-209. Occupational Tax on Stadium Games

In addition to the gaming device tax authorized by the other provisions of Article IX of Chapter 4, the City Council hereby imposes, effective January 1, 2022, the creation of new categories of occupational tax to be levied by the City as follows:

(a) The live stadium electronic betting terminal tax imposed on live stadium games electronic betting terminals shall be calculated at a rate of four (4) times the occupational tax otherwise levied upon gaming devices.

(b) The occupational tax shall further be levied separately upon each gaming position at electronic betting terminals that are not live games as set forth in subsection (a) of this Section 4-209 associated with stadium games or other multi-position games such as, without limitation, poker, black jack, craps, roulette, keno, and any other games that may be approved in the future that fall within the definition of multi-position games.

(c) For purposes of this Section 4-209, the following definitions shall apply:

Electronic betting terminal means an electronic betting terminal or interface that allows a patron to exchange currency, coins, tickets, purchase tickets, or mobile ATM receipts for electronic chips, and make wagers utilizing those electronic

chips. The term includes electronic versions of a slot machine, poker table, blackjack table, craps table, roulette table, and any other games that may be approved in the future that fall within the definition of multi-position games as set forth herein.

Live Stadium Game shall be defined as a collection of one or more electronic betting terminals that are interconnected where players can interact with each other to play live games such as, without limitation, poker, blackjack, craps, roulette, keno, and any other games that may be approved in the future that fall within the definition of Live Stadium Games.

Section 2. The City of Black Hawk Municipal Code is amended by the addition thereto of a new Section 4-210 to read as follows:

Sec. 4-210. Occupational Tax on Sports Event Betting Gaming Devices

In addition to the gaming device tax authorized by the other provisions of Article IX of Chapter 4, the City Council hereby imposes, effective January 1, 2022, the creation of a new category of occupational tax to be levied by the City as follows:

(a) The sports event betting on self-service betting device tax imposed on self-service betting devices shall be calculated at a rate of four (4) times the occupational tax otherwise levied upon gaming devices.

(b) For purposes of this Section 4-210, the following definitions shall apply:

Self-Service Betting Device means an automated device used by patrons to make wagers on sporting events; the kiosk may also be used to obtain betting information, process sports betting vouchers and betting tickets, and any other automated functions approved by the Commission that are affixed, either temporarily or permanently, in approved sports betting wagering areas. Self-service betting devices shall not include personal devices owned by patrons.

Sports Event means any individual or team sport, athletic contest, or athletic event not prohibited by the Director, including all professional electronic sports and competitive video game events that are not sponsored by high schools, and do not include high school teams, and do not include a majority of participants that are under the age of 18 years.

Sports Bet means the business of accepting approved bets by a licensee on any sports event by any approved system or method of betting.

(c) The City Council, in its discretion, may implement all, or a portion thereof, of the percentage tax implemented by subsection (b) of this Section.

Section 3. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is

promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 4. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 5. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 8th day of December, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Implementing a New Category of Occupational Tax for Live Stadium Games and a New Category of Occupational Tax for Self Service Sports Event Betting Devices as approved by the Black Hawk voters in November 2021.

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE: Ordinance 2021-52, An Ordinance Amending Article IX of Chapter 4 of the Black Hawk Municipal Code by the Addition thereto of New Section 4-209 to Implement a New Category of Occupational Tax for Live Stadium Games Conducted on Electronic Betting Terminals and by the Addition thereto of a new Section 4-210 to Implement a New Category of Occupational Tax for Sports Events Betting on Self-Service Betting Devices, both as Approved by the City of Black Hawk Voters.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: This Ordinance, if approved, would implement the two ballot questions passed by the citizens of Black Hawk in November of 2021.

Ballot Question No. 1 approved expansion of the Occupational Device Tax to include Live Stadium Games conducted on electronic betting terminals.

Ballot Question No. 2 approved expansion of the Occupational Device tax to include Self-Service Sports Events Betting Devices.

AGENDA DATE: December 8, 2021

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

STAFF PERSON RESPONSIBLE: Lance Hillis, Finance Director

DOCUMENTS ATTACHED: Ordinance

RECORD: ☐ Yes ☒ No

CITY ATTORNEY REVIEW: ☒ Yes ☐ N/A

SUBMITTED BY:

Lance Hillis

Lance Hillis, Finance Director

REVIEWED BY:

Stephen N. Cole

Stephen N. Cole, City Manager

**COUNCIL BILL 53
ORDINANCE 2021-53
AN ORDINANCE
APPROVING THE GRANT
AGREEMENT BETWEEN
THE UNITED STATES
DEPARTMENT OF
JUSTICE, OFFICE OF
COMMUNITY ORIENTED
POLICING SERVICES AND
THE CITY OF BLACK
HAWK IN THE AMOUNT
OF \$375,000.00 OVER A
THREE-YEAR PERIOD**

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

COUNCIL BILL NUMBER: CB53

ORDINANCE NUMBER: 2021-53

TITLE: AN ORDINANCE APPROVING THE GRANT AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES AND THE CITY OF BLACK HAWK IN THE AMOUNT OF \$375,000.00 OVER A THREE-YEAR PERIOD

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, GILPIN COUNTY:

Section 1. The City of Black Hawk hereby approves the Grant Agreement between the United States Department of Justice, Office of Community Oriented Policing Services and the City of Black Hawk in the amount of \$375,000.00, over a three-year period, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City.

Section 2. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 8th day of December, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: COPS Hiring Grant Award and Acceptance of \$375,000 over the next three years. This grant is for the three new position added to 2022 budget.

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE Ordinance 2021-53, an Ordinance approving the Grant Agreement between the United States Department of Justice, Office of Community Oriented Policing Services and the City of Black Hawk in the amount of \$375,000.00 over a three-year period.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Office of Community Oriented Policing Services (COPS Office) is the component of the U.S. Department of Justice responsible for advancing the practice of community policing by the nation's state, local, territorial, and tribal law enforcement agencies through information and grant resources. The COPS Office has invested more than \$14 billion to advance community policing, including grants awarded to more than 13,000 state, local and tribal law enforcement agencies to fund the hiring and redeployment of more than 134,000 officers. COPS Office information resources, covering a wide range of community policing topics such as school and campus safety, violent crime, and officer safety and wellness, can be downloaded via the COPS Office's home page, www.cops.usdoj.gov.

The goal of the COPS Hiring Program (CHP) is to provide funding directly to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. Anticipated outcomes of COPS Hiring Program awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of agency to engage in community policing activities.

Goals set for receiving the Grant:

The Black Hawk Police Department works with the Casino Security, Department of Gaming, the Colorado Bureau of Investigations, and most recently, the FBI to obtain a better understanding of human trafficking and economic crimes facing our city. The criminal element tends to gravitate towards vulnerable citizens visiting our resort destination to escape life's everyday hustle and bustle. Through continued education on safety and our dedication to friendly police services, we will continue to make a positive difference in our community.

As our city continues to grow, the police department does not want to lose any focus on our commitment to community policing in our unique city because of staffing. These positions will allow for more community engagement, more visibility, and more public education. We pride ourselves on regular meetings with casino/hotel staff and security and are committed to high visibility and assistance to our visitors. The PD also focuses on educating ourselves about our diverse community of visitors from around the world.

The casinos' security departments and the Black Hawk Police will dedicate staffing to educating all hotel employees on identifying signs of Human Trafficking and Family Violence. We will focus on hotel employees such as valet parking, hotel lobby employees, maid services, etc. The police department believes when everyone has a better understanding of human trafficking, we can all make a difference together. The PD would also like to add a women's safety/self-defense class to our public outreach and educational programs. Many of the casinos have asked for this type of class, and Chief Michelle Moriarty would like to offer it to the casinos and residence.

The long-term plan is to get several officers trained as trainers and train the trainers. Then we will begin our class and provide several courses to all the casinos in Black Hawk. Our first focus will be the more prominent casinos/hotels such as the Monarch, Ameristar, Isle, Lady Luck, and the Lodge with hotels.

AGENDA DATE: December 8, 2021

WORKSHOP DATE: N/A

FUNDING SOURCE: COPS Grant funding and City Matching program over three years. Then the city must keep position for an addition year after.

Year 1 = \$150,000 to the City
Year 2 = \$125,000 to the City
Year 3 = \$100,000 to the City
Total \$375,000 to the City

DEPARTMENT DIRECTOR APPROVAL: [X]Yes []No

STAFF PERSON RESPONSIBLE: Chief Moriarty and Lance Hillis

DOCUMENTS ATTACHED: [X]Yes []No

RECORD: []Yes [X]No

CoBH CERTIFICATE OF INSURANCE REQUIRED []Yes [X]No

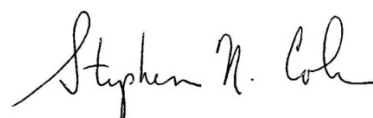
CITY ATTORNEY REVIEW: [X]Yes []N/A

SUBMITTED BY:

REVIEWED BY:



Michelle Moriarty
Chief of Police



Stephen N. Cole, City Manager



JUSTgrants

JUSTICE GRANTS SYSTEM

Congratulations! Application GRANT13370196 submitted under the 2021 FY 21 COPS Office Hiring Program Solicitation has been selected for an award. Please log into Justice Grants System (JustGrants) at <https://justgrants.usdoj.gov> to see award details.

For assistance logging into JustGrants, contact JustGrants.Support@usdoj.gov or 833-872-5175.

Prior to the Authorized Representative accepting the award, the Entity Administrator needs to assign a Financial Manager (responsible for submitting the Federal Financial Form), a Grant Award Administrator (responsible for submitting Grant Award Modifications, Performance Reports and Closeouts) and an Alternate Grant Award Administrator (responsible for submitting Grant Award Modifications) to the award.

To be eligible for payment, follow the Automated Standard Application for Payments (ASAP) recipient enrollment and login guidance at the JustGrants Website www.justicegrants.usdoj.gov. Please do not reply to this message. You can contact your grant manager CLARA PESIRI at 800-421-6770 and CLARA.PESIRI@USDOJ.GOV

For more information go to www.justicegrants.usdoj.gov
JustGrants is operated under the U.S. Department of Justice

U.S. Department of Justice
Office of Community Oriented Policing Services



FY 21 COPS Office Hiring Program Solicitation

Assistance Listing #:	16.710
Grants.gov Opportunity Number:	O-COPS-2021-97003
Solicitation Release Date:	May 07, 2021 8:30 AM
Grants.gov Deadline:	June 15, 2021 7:59 PM
Application JustGrants Deadline:	June 22, 2021 7:59 PM

Overview

The U.S. Department of Justice, Office of Community Oriented Policing Services (COPS Office, www.cops.usdoj.gov) announces a competitive solicitation for applications for the COPS Office FY 2021 COPS Hiring Program (CHP). This program furthers the COPS Office's goal of advancing public safety through community policing by funding additional full-time career law enforcement positions to meet law enforcement agencies' community policing strategies.

Eligible Applicants:

City or township governments, County governments, Native American tribal governments (Federally recognized), State governments

Other

Eligible applicants are limited to local, state, and tribal law enforcement agencies that have primary law enforcement authority. See additional eligibility details under the Eligibility section of this solicitation.

Contact Information

Applications must be submitted through both Grants.gov and the JustGrants system.

For technical assistance with Grants.gov, call the Grants.gov customer service hotline at 800-518-4726, send questions via email to support@Grants.gov, or consult the Grants.gov Organization Applicant User Guide at <https://www.grants.gov/help/html/help/index.htm>.

For technical support with JustGrants, please contact JustGrants Support via e-mail at: JustGrants.Support@usdoj.gov or by phone 833-872-5175.

For programmatic assistance with the requirements of this program please call the COPS Office Response Center at 800-421-6770 or send questions via email to AskCopsRC@usdoj.gov.

Submission Information

The complete application package (this solicitation, including links to additional documents) is available on Grants.gov and on the COPS website <https://cops.usdoj.gov/>.

General Information

Completing an application under this program is a two-step process. Applicants must first register via www.grants.gov and complete an SF 424, the government wide standard application form for federal assistance and the SF-LLL Lobbying Certification Form. The remainder of the application will be completed through the JustGrants System at <https://justicegrants.usdoj.gov/>. See **How to Apply** and **Submission Dates and Times** on page 13.

Applicants are strongly recommended to register immediately on www.grants.gov. Any delays in registering with Grants.gov or submitting the SF-424 may result in insufficient time for processing your application through JustGrants. For technical assistance with submitting the SF-424, please contact the Grants.gov Customer Service Hotline at 800-518-4726, email **support@grants.gov**, or consult the Grants.gov Applicant User Guide at <https://www.grants.gov/help/html/help/index.htm>.

For any attachments, please use appropriately descriptive file names (e.g., Program Narrative, Budget Narrative, Memoranda of Understanding, etc.).

See instructions on JustGrants for information on allowable file types for uploading (e.g., .pdf, .doc).

Contents

Contact Information	1
Program Description	4
Type of award	5
Federal Award Information	5
Awards, Amounts and Durations	5
Federal Award Information	5
Length of award	5
Cost sharing or match	5
Eligibility Information	5
Application and Submission Information	6
Information to Complete the Application for Federal Assistance (SF-424)	8
Disclosure of Lobbying Activities	8
Standard Applicant Information (JustGrants 424 and General Agency Information)	8
Data Requested with Application	8
Budget and Associated Documentation	8
Budget Worksheet and Budget Narrative Form	8
Budget Worksheet and Budget Narrative (Web-based Form)	10
Budget and Associated Documentation	10
Budget Worksheet and Budget Narrative Form	10
Memoranda of Understanding (MOUs) and Other Supportive Documents	11
Additional Application Components	12
Letters of Support	12
Disclosures and Assurances	12
DOJ Certified Standard Assurances	12
Disclosure of Lobbying Activities	12
DOJ Certified Standard Assurances	12
Applicant Disclosure of Duplication in Cost Items	13
DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and	
Drug-Free Workplace Requirements; Law Enforcement and Community Policing	13
How to Apply	13
Submission Dates and Time	13
Application Review Information	14
Review Process	15
Federal Award Administration Information	16
Federal Award Notices	16
Administrative and National Policy Requirements	16
Monitoring, Evaluation and Reporting Requirements	16
Federal Awarding Agency Contact(s)	16
COPS Other Information	17
Public Reporting Burden - Paper Work Reduction Act Notice	17
Performance Measures	17
Application Checklist	17
Survey Questions	18

Program Description

The Office of Community Oriented Policing Services (COPS Office) is the component of the U.S. Department of Justice responsible for advancing the practice of community policing by the nation's state, local, territorial, and tribal law enforcement agencies through information and grant resources. The COPS Office has invested more than \$14 billion to advance community policing, including grants awarded to more than 13,000 state, local and tribal law enforcement agencies to fund the hiring and redeployment of more than 134,000 officers. COPS Office information resources, covering a wide range of community policing topics such as school and campus safety, violent crime, and officer safety and wellness, can be downloaded via the COPS Office's home page, www.cops.usdoj.gov.

The goal of the COPS Hiring Program (CHP) is to provide funding directly to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. Anticipated outcomes of COPS Hiring Program awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of agency to engage in community policing activities.

Applicants will be expected to describe their community policing strategy and request the number of newly hired and/or rehired full-time sworn career law enforcement officer positions necessary to support that strategy. COPS Office funding must be used to reorient the mission and activities of law enforcement agencies toward the community or enhance their involvement in community policing.

Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as nonviolent crime, violent crime, and fear of crime.

The Department of Justice is committed to advancing work that promotes civil rights, increases access to justice, supports crime victims, protects the public from crime and evolving threats, and builds trust between law enforcement and the community. Law enforcement plays a vital role in each of these areas, through developing and maintaining meaningful relationships with all segments of their communities, and working in partnership with those communities to provide effective crime prevention, intervention, and response services and resources. For all Fiscal Year 2021 COPS Office grant solicitations, applicants should consider these priorities when applying for COPS Office funding to advance community policing, and address these strategic planning priorities within their applications as applicable.

FY 2021 CHP awards will cover up to 75 percent of the entry-level salary and fringe benefits for each approved position for a three-year period, based on the applicant's current entry level salary levels for full-time officers. There is a minimum 25 percent local cash match (cost share) requirement, unless a waiver is approved. The maximum federal share per officer position is \$125,000 over the three-year period, unless a local match waiver is approved. Any additional costs for higher than entry-level salaries and fringe benefits will be the responsibility of the recipient agency.

Funding under this program will support three years of officer or deputy salaries within a five-year period of performance to accommodate time needed for recruitment and hiring. Agencies must retain each CHP-funded position for 12 months following the three years of funding for that position. The additional officer positions should be added to your agency's law enforcement budget with state and/or local funds over and above the number of locally funded officer positions that would have existed in the absence of the award. Absorbing CHP-funded positions through attrition (rather than adding the extra positions to your budget with additional funding) does not meet the retention requirement.

The COPS Office will fund as many positions as possible for successful applicants; however, the number of officer positions requested by an agency may be reduced based on the availability of funding and other programmatic considerations.

Funding under this program may be used to do the following:

- Hire new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget. These positions must be in addition to your current budgeted (funded) level of sworn officer positions, and the officers must be hired on or after the official award start date on the notice of award.
- Rehire officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions. The rehired officers must be rehired on or after the official award start date on the notice of award. Documentation must be maintained showing the date(s) that the positions were laid off and rehired.
- Rehire officers who are (at the time of application) currently scheduled to be laid off by your jurisdiction on a specific future date as a result of state, local, or BIA budget reductions. Recipients will be required to continue funding the positions with local funding until the date(s) of the scheduled layoffs. The dates of the scheduled layoffs and the number of positions affected must be identified in the CHP application. The recipient may rehire the officers with CHP funding on or immediately after the date of the scheduled layoff. Unless required by a recipient jurisdiction, the agency is not required to formally complete the administrative steps associated with the layoff of the individual officers it is seeking to rehire so long as the agency can document that a final, approved budget decision was made to lay off those individual officers on the identified layoff date. Documentation must be maintained detailing the dates and reason(s) for the layoffs. Furthermore, agencies awarded will be required to maintain documentation that demonstrates that the scheduled layoffs are occurring for local economic reasons unrelated to the availability of CHP award funds; such

documentation may include local council meeting minutes, memoranda, notices, or orders discussing the layoffs, budget documents ordering jurisdiction-wide budget reductions, and/or notices provided to the individual officers regarding the layoffs.

An applicant may request funding in one or more of the above-referenced hiring categories under CHP. If an application is approved for funding, the notice of award will specify the number of positions approved in each category. Once awarded, recipient agencies may not move funded positions between the hiring categories without receiving written prior approval from the COPS Office.

An applicant may not reduce its existing current fiscal year budget for sworn officers just to take advantage of the CHP award. Any budget cut must be unrelated to the receipt of CHP award funds to avoid a violation of the COPS Office statutory non-supplanting requirement.

Type of award

This is a competitive, discretionary program.

Statutory Authority

This program is authorized under the Omnibus Crime Control and Safe Streets Act of 1968 as amended by the Violent Crime Control and Law Enforcement Act of 1994, Title I, Part Q, Public Law 103-322, 34 U.S.C. § 10381 et seq.

Federal Award Information

Awards, Amounts and Durations

Anticipated Number of Awards

200

Anticipated Maximum Dollar Amount of Awards

\$50,000,000.00

Period of Performance Start Date

10/1/21 12:00 AM

Period of Performance Duration (Months)

60

Anticipated Total Amount to be Awarded Under Solicitation

\$140,000,000.00

Federal Award Information

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. This solicitation is expected to be very competitive. The COPS Office may elect to fund applications submitted under the FY 2021 CHP solicitation in future fiscal years, dependent on, among other considerations, the merit of the applications and on the availability of funding.

Length of award

The award period of performance is five years (60 months) to allow time for recruitment and hiring.

Cost sharing or match

A minimum 25 percent local match (cost share) is required. However, in some cases, this requirement may be waived. See Budget and Associated Documentation section for information on cost share waivers.

Eligibility Information

Local, state, and tribal law enforcement agencies that have primary law enforcement authority are eligible to apply. An agency with primary law enforcement authority is defined as the first responder to calls for service for all types of criminal incidents within the jurisdiction served. CHP applicants must have a law enforcement entity (to include other agencies such as Sheriff's Office, Department, etc.) that is operational by the close of this application or receive services through a new or existing contract for law enforcement services. If funds under this program are to be used as part of a written contracting agreement for law enforcement services (e.g., a town that contracts with a neighboring sheriff's department to receive services), the agency wishing to receive law enforcement services must be the legal applicant in this application.

To advance Executive Order 13929 Safe Policing for Safe Communities, as of October 28, 2020, the Attorney General determined that all state, local, and university or college law enforcement agencies must be certified by an approved independent credentialing body or have started the certification process to be allocated FY 2021 DOJ discretionary grant funding, as either a recipient or a subrecipient. For detailed information on this new certification requirement, please visit <https://cops.usdoj.gov/SafePolicingEO>.

Application and Submission Information

Address to Request Application Package

The complete application package (this solicitation, including links to additional documents) is available on Grants.gov and on the COPS website <https://cops.usdoj.gov/>.

General Information

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For any attachments, please use appropriately descriptive file names (e.g., Program Narrative, Budget Narrative, Memoranda of Understanding, etc.).

Content and Form of Application

The application in JustGrants consists of a series of questions, as well as a budget worksheet. Below is a summary of the questions that applicants will be required to complete. Applicants are encouraged to read through the online application questions in advance to ensure sufficient time to prepare answers to the questions.

- **Agency Eligibility:** See Eligibility section to ensure that your agency meets eligibility requirements.
- **Law Enforcement Agency Sworn force information:** Applicants will enter information regarding budgeted sworn force strength and actual sworn force strength employed at the time of application.
- **Civilian Staff:** The number of full- and part-time civilian positions funded in your agency's annual budget.
- **COPS-funded Officer Request:**
 - Applicants will be asked to enter the number of newly hired and/or rehired entry-level officer positions necessary to support the proposed community policing strategy. CHP awards are subject to the restrictions described in the Program Description below and the Budget Worksheet section, including but not limited to: \$125,000 maximum over three years, 25 percent match requirement (unless waived), 12-month retention requirement for each officer hired, and non-supplanting requirements.
 - Applicants should base requests on the current needs in the three hiring categories (new hire, rehire of previously laid-off, and rehire of officers scheduled for lay-off), keeping in mind that once awarded, positions cannot be moved between the categories without prior written approval from the COPS Office.
 - Although hiring military veterans as new hires is not an award requirement, applicants who commit to hiring or rehiring at least one military veteran will receive additional consideration for CHP funding. Under this solicitation, a military veteran is defined as a person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable. The COPS Office recommends that applicants examine their internal hiring practices to ensure that an officer funded by a CHP award would meet the veteran requirement.
- **Law Enforcement and Community Policing Strategy:** COPS Office funding must be used to reorient the mission and activities of law enforcement agencies toward the community or enhance their involvement in community policing. The COPS Office definition of community policing emphasizes the primary components of community partnerships, organizational transformation, and problem solving: *Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as nonviolent crime, violent crime, and fear of crime.* The COPS Office developed a list of primary sub-elements of community policing. Please refer to the COPS Office web site Community Policing Defined publication (COPS Office: Grants and Resources for Community Policing (usdoj.gov)) for further information regarding these sub-elements.

Through a series of detailed questions requiring a narrative response, CHP applicants are required to describe how hiring additional officers will assist the applicant in implementing and/or enhancing community policing strategies. The first set of questions will examine the current policies and practices within the agency as they relate to community policing. The second set of questions will assess the proposed community policing strategy as it relates to the three primary elements of community policing.

Applicants will identify and describe one specific problem/focus area from the list below. Selection of certain problem areas will require additional narrative descriptions.

Note that selection of some problem focus areas may result in **additional consideration** for funding (see Application Review Information.) Applicants that select those funding areas will not be allowed to change the problem areas/focus area of community policing strategies after the award is issued.

- **Building Legitimacy and Trust** – Applicant will deploy officers to partner and engage community stakeholders including residents, businesses, and faith-based organizations to prioritize and collectively strengthen a community's response to crime and criminal activity, and focus on enhancing and maintaining community trust and legitimacy between law enforcement and the communities they serve – to include building trust in immigrant communities.
- **Violent Crime/Gun Violence** – Applicant will employ community policing strategies to address a range of violent crime problems. Community-Based approaches to combatting gun violence that build trust in underserved communities suffering from high incidents of gun crime will receive additional consideration. Applicants requesting additional consideration for gun violence issues will be asked to describe their holistic, community-based approach and may wish to review COPS Office publications such as Group Violence Intervention: An Implementation Guide, Drug Market Intervention: An Implementation Guide, and Crime Prevention Research Review No. 6: Pulling Levers Focused Deterrence Strategies to Prevent Crime for ideas on strategies.
- **Combating Hate and Domestic Extremism** – Applicant will focus on community-based strategies that combat bias-motivated acts of violence that divide our communities, intimidate our most vulnerable citizens, and erode trust in the rule of law.
- **Police-based Response to Persons in Crisis** – Applicant will focus on deploying officers in crisis intervention teams, participation in crisis intervention teams, improving response and interaction with persons in crisis – to include efforts focused on the education, prevention, addiction and interventions related to the abuse of opioids and other substances in communities.
- **Homeland Security** – Building strong relationships with the community can prove vital to preventing acts of terror from domestic and foreign actors. This effort includes the thoughtful deployment of officers to strengthen relationships across the community spectrum as well as practical partnerships and task force participation to protect public infrastructure and enhance security at ports of entry.
- **Other/Innovations in Community Policing** – Applicants should describe new and promising approaches in community policing that can be advanced through the COPS Hiring Program.
- Agencies that do not meet a minimum community policing score will not be considered for funding. The minimum community policing score reflects a basic existing commitment to community policing and a strategy to enhance or build community policing capacity.

If awarded CHP funding, your organization should be prepared to demonstrate (1) the community policing activities engaged in prior to the award that are detailed in the application, and (2) how the award funds and award-funded officers (or an equal number of redeployed veteran officers) were specifically used to enhance or initiate community policing activities according to your community policing strategy contained in the question set of this application.

Community policing needs may change during the life of your award. Minor changes to this strategy may be made without prior approval of the COPS Office; however, the recipient will be required to report on progress or changes to the community policing strategy (if any) through required progress reports. If your agency's community policing strategy changes significantly, you must submit those changes to the COPS Office for approval. Changes are significant if they deviate from the specific crime problems originally identified and approved in the community policing strategy submitted with the application. In some cases, in reviewing progress reports, the COPS Office may identify significant changes in community policing strategies that require explanation and request for approval. Applicants that choose certain problem/focus areas will not be able to change from these problem/focus areas if awarded CHP funding.

- **Need for Federal Assistance:** All applicants are required to explain their inability to address the needs identified in this application without federal assistance. Applicants will answer a series of questions about their service population and about the fiscal health of their area, including operating budget, poverty and unemployment rates, and other indicators of fiscal health.
- **Property/Violent Crime Rates:** Applicants will be asked to enter crime data information for the previous two years, using Uniform Crime Reporting crime definitions.

Continuation of Project after Federal Funding Ends: All applicants are required to affirm that their agency plans to retain all officer positions awarded, following three years of federally funded salary, for at least 12 months, and to identify their planned

source(s) of retention funding. The retention period may begin during the five-year period of performance of the award, and may extend beyond the end date of the award. Agencies that do not plan to retain all officer positions under this award program at the time of application are ineligible to apply for CHP funding.

The retention requirement cannot be satisfied through attrition. The retained CHP-funded officer positions should be added to your agency's law enforcement budget with state and/or local funds for at least 12 months over and above the number of locally funded officer positions that would have existed in the absence of the award.

At the conclusion of federal funding, agencies that fail to retain the additional officer positions awarded under the CHP award for a period of 12 months may be ineligible to receive future COPS Office awards for a period of one to three years.

Information to Complete the Application for Federal Assistance (SF-424)

The applicant's SF-424 must be submitted online via www.grants.gov using the information provided on that site.

Note: Intergovernmental Review (SF-424 Question 19): This solicitation is subject to Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs. Applicants must check the Office of Management and Budget's website for the names and addresses of Single Points of Contact (SPOC) under Intergovernmental Review: <https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf>. If the applicant's state appears on the SPOC list, the applicant must contact the state SPOC to find out about, and comply with, the state's process under E.O. 12372. In completing the SF-424, such an applicant is to make the appropriate selection in response to question 19 once the applicant has complied with its state E.O. 12372 process. An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the following response: "Program is subject to E.O. 12372 but has not been selected by the state for review."

Disclosure of Lobbying Activities

Applicants must complete and submit the Disclosure of Lobbying Activities (SF-LLL) form in Grants.gov. Applicants that expend any funds for lobbying activities must provide the information requested on the SF-LLL. Applicants that do not expend any funds for lobbying activities should enter "N/A" in the required highlighted fields.

Standard Applicant Information (JustGrants 424 and General Agency Information)

Applicants must complete this web-based form in JustGrants, which is pre-populated with the SF-424 data submitted in Grants.gov. Applicants are required to confirm the two Authorized Representatives, verify the legal name and address, and enter the ZIP code(s) for the areas affected by the project.

In order for applicant to complete this section, the two Authorized Representatives – the Law Enforcement Executive and the Government Executive, must have established accounts in JustGrants after the Grants.gov portion of the application is submitted.

The Law Enforcement Executive is the highest-ranking official in the jurisdiction (chief of police, sheriff, etc.) and must be assigned the role: "Authorized Representative 1" in JustGrants.

The Government Executive is the highest-ranking government official in the jurisdiction (mayor, board president, etc.) and must be assigned the role "Authorized Representative 2" in JustGrants.

Data Requested with Application

Applicants will be required to respond to the questions at the end of the solicitation.

Budget and Associated Documentation

Applicants must complete the web-based budget worksheet form in JustGrants. No separate budget narrative is required. It is important to enter accurate information in the budget worksheet, as the information provided will be used to determine the amount of your CHP award, if awarded.

Budget Worksheet and Budget Narrative Form

Budget requests may be made in the following categories:

- Personnel
- Fringe Benefits

Recipients may not use COPS Office funding for the same item or service also funded by another U.S. Department of Justice award.

Non-supplanting requirement: Requests may be made only for positions that are not otherwise budgeted with state, local, or BIA funds and that would not be funded in the absence of the CHP award.

See below for non-exhaustive list of allowable and unallowable costs, as well as guidance for completing each budget category.

Allowable Costs: Fundable requests

The only allowable costs under CHP are the approved full-time, entry-level salaries and fringe benefits of newly hired or rehired sworn career law enforcement officers who are hired or rehired on or after the award start date. A “career law enforcement officer” is a person hired on a permanent basis who is authorized by law or by a state, local, or tribal agency to engage in or oversee the prevention, detection, or investigation of violations of criminal laws. 34 U.S.C. §10389(1). The State of Alaska, and any Indian tribe or tribal organization in that State, may also use hiring funds for village public safety officers defined as “an individual employed as a village public safety officer under the program established by the State pursuant to Alaska Statute 18.65.670. Tribal Law and Order Act of 2010, Pub. L. 111-211, title II, § 247 (a)(2).

An agency seeking to rehire officers scheduled to be laid off on a specific future date with CHP funds must continue to fund them with local funds through the award date until the date of the scheduled layoff. Officers previously employed by your agency who have been (or are currently scheduled to be) laid off as a result of budget reductions may be rehired using CHP award funds, but funding requests must be limited to your agency’s entry-level salaries and fringe benefits for full-time officers. Agencies will be responsible for paying any costs that exceed entry-level salaries and fringe benefits with local funds.

Salaries: Funding requests must be based on the current entry-level salary and fringe benefits of full-time sworn officer. CHP awards are subject to the restrictions described in the Program Description, including but not limited to: \$125,000 maximum over three years and 25% match requirement (unless waived). Applicants budgeting for an increase in salaries and/or fringe benefits over the life of the award are required to provide an explanation.

Fringe Benefits: Fringe benefits typically covered the applicant agency, as specified in agency personnel and salary policies or contractual agreements, and allowable under 2 CFR 200, will be covered. Examples of allowable fringe benefits include Social Security, Medicare, insurance (life, health, dental, etc.), shift differential, retirement plans, and holiday pay.

The following are considered unallowable costs under the CHP program: overtime costs, training, equipment (e.g., uniforms, weapons, or vehicles), severance pay, and hazard pay. If your agency pays those benefits for locally funded officer positions, your agency will be required to use local funds to do so for CHP-funded officer positions.

For agencies that do not include fringe benefits (e.g., vacation, holiday, shift differential) as part of the base salary costs and typically calculate these separately, the allowable expenditures may be included with personnel costs. Any fringe benefits that are already included as part of the agency’s base salary should not be repeated in the separate fringe listing.

Shift differential pay is a premium hourly rate paid for those hours that are not considered normal day work hours as defined by your agency. Typically, shift differential pay is for the hours worked outside of normal day work hours, where the majority of hours worked are from 3:00 p.m. of one day until 8:00 a.m. of the following day. This would include the evening shift, midnight shift, overlap shift or power shift, or any other designated shift between those hours that would qualify for the shift differential pay as defined by your agency and/or a contractual or union agreement. Overtime beyond any defined shift work hours is an unallowable cost under 2021 CHP.

Unallowable Costs: Requests will NOT be funded

All items other than entry-level personnel costs (salaries and fringe benefits) as described in the preceding section are considered unallowable under CHP. Therefore, requests for equipment, training, uniforms, vehicles, and indirect costs are not permitted under CHP.

In addition, the following personnel costs are unallowable:

- Salaries and fringe benefits of existing locally-funded officers, unless those officers are currently scheduled to be laid off on a specific future date
- Salaries and fringe benefits over and above an agency’s entry-level salary and fringe benefits for officers
- Salaries and fringe benefits for civilian or nonsworn personnel
- Salaries and fringe benefits for part-time officer positions
- Salaries and fringe benefits for furloughed officers
- Overtime costs, severance pay, hazard pay

This is not an inclusive list, and items not listed above will be reviewed on a case-by-case basis. The COPS Office reserves the right to deny funding for items that may not be included on this list. Agencies are expected to request items that show a direct link between the requested item and the applicant’s CHP project. All requests must contribute directly to the specific purpose of the award project and relate to the appropriations language enacted for FY 2021.

Federal/Local Share of Cost

The applicant will be required to indicate the total salary and benefits for the three-year salary period and the required local share. The minimum local match requirement is 25 percent of the total project cost, and the cap on the amount of funding that can be requested per officer position is \$125,000 over three years (36 months). Any additional cost above the local match and officer funding cap will be the responsibility of the recipient agency. Recipients are also required to pay a progressively larger

share of the cost of the award with local funds over the award period. The applicant will also be asked for a projection of the planned federal and local shares of the total project costs over the three years of funding for each position. While your agency may deviate from these specific projections during the award period, it must still ensure that the federal share decreases and the local share increases.

Budget summary: The budget summary will automatically calculate total project costs based on the figures provided in the budget worksheet and the number of officer positions requested in the application. It will also calculate the amount of the local match requirement.

Waiver/Local Match (Cost share)

The COPS Office may waive some or all of an applicant's local match requirement. During the application review process, your agency's waiver request will be evaluated based on the availability of funding, a demonstration of severe fiscal distress as supported by the fiscal health data provided in this application, and comparison of your fiscal health data with that of the overall CHP applicant pool. If your agency wishes to be considered for a waiver, you must respond to the applicable question. The question will ask you to indicate the maximum local share (dollar amount) your agency would be able to contribute to the total project cost in order to implement the award. Please indicate whether the COPS Office should continue to consider your application if the waiver request is not granted or whether it should be removed from consideration if the waiver is not granted. If a full or partial waiver is granted, and your application is funded for a reduced number of officer positions, the percentage of local share provided will be applied to the total project cost of the awarded officers.

Budget Worksheet and Budget Narrative (Web-based Form)

Budget and Associated Documentation

Applicants must complete the web-based budget worksheet form in JustGrants. No separate budget narrative is required. It is important to enter accurate information in the budget worksheet, as the information provided will be used to determine the amount of your CHP award, if awarded.

Budget Worksheet and Budget Narrative Form

Budget requests may be made in the following categories:

- Personnel
- Fringe Benefits

Recipients may not use COPS Office funding for the same item or service also funded by another U.S. Department of Justice award.

Non-supplanting requirement: Requests may be made only for positions that are not otherwise budgeted with state, local, or BIA funds and that would not be funded in the absence of the CHP award.

See below for non-exhaustive list of allowable and unallowable costs, as well as guidance for completing each budget category.

Allowable Costs: Fundable requests

The only allowable costs under CHP are the approved full-time, entry-level salaries and fringe benefits of newly hired or rehired sworn career law enforcement officers who are hired or rehired on or after the award start date. A "career law enforcement officer" is a person hired on a permanent basis who is authorized by law or by a state, local, or tribal agency to engage in or oversee the prevention, detection, or investigation of violations of criminal laws. 34 U.S.C. §10389(1). The State of Alaska, and any Indian tribe or tribal organization in that State, may also use hiring funds for village public safety officers defined as "an individual employed as a village public safety officer under the program established by the State pursuant to Alaska Statute 18.65.670. Tribal Law and Order Act of 2010, Pub. L. 111-211, title II, § 247 (a)(2).

An agency seeking to rehire officers scheduled to be laid off on a specific future date with CHP funds must continue to fund them with local funds through the award date until the date of the scheduled layoff. Officers previously employed by your agency who have been (or are currently scheduled to be) laid off as a result of budget reductions may be rehired using CHP award funds, but funding requests must be limited to your agency's entry-level salaries and fringe benefits for full-time officers. Agencies will be responsible for paying any costs that exceed entry-level salaries and fringe benefits with local funds.

Salaries: Funding requests must be based on the current entry-level salary and fringe benefits of full-time sworn officer. CHP awards are subject to the restrictions described in the Program Description, including but not limited to: \$125,000 maximum over three years and 25% match requirement (unless waived). Applicants budgeting for an increase in salaries and/or fringe benefits over the life of the award are required to provide an explanation.

Fringe Benefits: Fringe benefits typically covered the applicant agency, as specified in agency personnel and salary policies or contractual agreements, and allowable under 2 CFR 200, will be covered. Examples of allowable fringe benefits include Social Security, Medicare, insurance (life, health, dental, etc.), shift differential, retirement plans, and holiday pay.

The following are considered unallowable costs under the CHP program: **overtime costs, training, equipment (e.g., uniforms, weapons, or vehicles), severance pay, and hazard pay.** If your agency pays those benefits for locally funded officer positions, your agency will be required to use local funds to do so for CHP-funded officer positions.

For agencies that do not include fringe benefits (e.g., vacation, holiday, shift differential) as part of the base salary costs and typically calculate these separately, the allowable expenditures may be included with personnel costs. Any fringe benefits that are already included as part of the agency's base salary should not be repeated in the separate fringe listing.

Shift differential pay is a premium hourly rate paid for those hours that are not considered normal day work hours as defined by your agency. Typically, shift differential pay is for the hours worked outside of normal day work hours, where the majority of hours worked are from 3:00 p.m. of one day until 8:00 a.m. of the following day. This would include the evening shift, midnight shift, overlap shift or power shift, or any other designated shift between those hours that would qualify for the shift differential pay as defined by your agency and/or a contractual or union agreement. Overtime beyond any defined shift work hours is an unallowable cost under 2021 CHP.

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This is not an inclusive list, and items not listed above will be reviewed on a case-by-case basis. The COPS Office reserves the right to deny funding for items that may not be included on this list. Agencies are expected to request items that show a direct link between the requested item and the applicant's CHP project. All requests must contribute directly to the specific purpose of the award project and relate to the appropriations language enacted for FY 2021.

Federal/Local Share of Cost

The applicant will be required to indicate the total salary and benefits for the three-year salary period and the required local share. The minimum local match requirement is 25 percent of the total project cost, and the cap on the amount of funding that can be requested per officer position is \$125,000 over three years (36 months). Any additional cost above the local match and officer funding cap will be the responsibility of the recipient agency. Recipients are also required to pay a progressively larger share of the cost of the award with local funds over the award period. The applicant will also be asked for a projection of the planned federal and local shares of the total project costs over the three years of funding for each position. While your agency may deviate from these specific projections during the award period, it must still ensure that the federal share decreases and the local share increases.

Budget summary: The budget summary will automatically calculate total project costs based on the figures provided in the budget worksheet and the number of officer positions requested in the application. It will also calculate the amount of the local match requirement.

Waiver of Local Match (Cost Share)

The COPS Office may waive some or all of an applicant's local match requirement. During the application review process, your agency's waiver request will be evaluated based on the availability of funding, a demonstration of severe fiscal distress as supported by the fiscal health data provided in this application, and comparison of your fiscal health data with that of the overall CHP applicant pool. If your agency wishes to be considered for a waiver, you must respond to the applicable question. The question will ask you to indicate the maximum local share (dollar amount) your agency would be able to contribute to the total project cost in order to implement the award. Please indicate whether the COPS Office should continue to consider your application if the waiver request is not granted or whether it should be removed from consideration if the waiver is not granted. If a full or partial waiver is granted, and your application is funded for a reduced number of officer positions, the percentage of local share provided will be applied to the total project cost of the awarded officers.

Memoranda of Understanding (MOUs) and Other Supportive Documents

As applicable, applicants will attach any memoranda of understanding or partner agreements in this section.

School Resource Officer (SRO) MOU (If applicable): Recipients awarded CHP funding to hire and/or deploy SRO(s) into schools will be required to submit to the COPS Office a signed Memorandum of Understanding (MOU) between the law

enforcement agency and the school partner(s) within 90 days of the start date of the award, and before expending or drawing down funds under the award. An MOU is not required at time of application; however, if the law enforcement agency already has an MOU in place that is applicable to the partnership, the MOU can be uploaded as an attachment under the Section in JustGrants titled "MOUs and Other Supporting Documents".

The MOU must contain the following: the purpose of the MOU; clearly defined roles and responsibilities of the school district and the law enforcement agency focusing officers' roles on safety, information sharing, supervision responsibility, and chain of command for the SRO; and signatures. The MOU is an agreement among parties that defines the roles and responsibilities of the individuals and partners involved, including SROs, school administrators, law enforcement and education departments, students, and parents. The MOU should explicitly state the proposed programs and daily activities that the SRO will develop and/or administer. It should also address the policies and procedures and the extent to which information will be shared between the law enforcement agency and school or school district partners throughout the course of the award. The MOU should be signed by the law enforcement executive and designated representative for the school or school district who has general educational oversight within that jurisdiction.

Please refer to the MOU fact sheet at <https://cops.usdoj.gov/chp> for a full description of the MOU requirements.

School Resource Officer Official Partner Contact Information (if applicable)

Applicants requesting funding for SROs should enter in contact information for each school partner where the SROs will be deployed, if known at time of application. This information is not required at the time of application, but will be required for any agency awarded CHP funding for officers to be deployed as SROs.

Additional Application Components

Catastrophic incident (if applicable – required for all applicants claiming major disaster or catastrophic incident)—Applicants that are claiming major disaster or catastrophic incident must describe the incident in the question set in JustGrants, outlining:

- Type of event (major disaster, mass shooting, bombing, etc.)
- Impact of the event on delivery of law enforcement services
- Duration of the event (how long will law enforcement services be impacted by the event until recovery)
- Law enforcement response and recovery efforts

Letters of Support

As applicable, applicants will attach letters of support.

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as "[Applicant] Resume." Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. **If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.**

Disclosures and Assurances

DOJ Certified Standard Assurances

The applicant must review, complete and submit all disclosures, assurances, and certifications as described below. The full text of the Certifications is available in the *Application Resource Guide*. An application may not be funded or, if awarded, a hold may be placed on this application if it is deemed that the applicant is not in compliance with federal civil rights laws, is not cooperating with an ongoing federal civil rights investigation, or is not cooperating with a U.S. Department of Justice award review or audit.

Applicants must read and acknowledge the DOJ Certified Standard Assurances in JustGrants. Full text of the Certified Standard Assurances is available in the Application Resource Guide.

Disclosure of Lobbying Activities

Applicants must complete the SF-LLL Disclosure of Lobbying Activities in Grants.gov prior to beginning the application process in JustGrants.

DOJ Certified Standard Assurances

Applicants must read and acknowledge the DOJ Certified Standard Assurances in JustGrants. Full text of the Certified Standard Assurances is available in the Application Resource Guide.

Applicant Disclosure of Duplication in Cost Items

Applicant Disclosure of Duplication in Costs, Applications, and/or current awards

Applicants are required to disclose whether they have pending applications for federally funded assistance or active federal awards that support the same or similar activities or services for which award funding is being requested under this application. As a general rule, COPS Office award funding may not be used for the same item or service funded through another funding source. However, leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate.

To aid the COPS Office in the prevention of awarding potentially duplicative funding, the applicant must indicate whether your agency has a pending application and/or an active award with any other federal funding source (e.g., direct federal funding or indirect federal funding through state subawarded federal funds) that supports the same or similar activities or services as being proposed in this COPS Office application.

Instructions: if applicable, upload to the application section titled "Memorandum of Understanding and other Supporting Documents" information in table form summarizing current or proposed non-COPS Office awards that support the same or similar activities.

Include:

- Name of Federal Awarding Agency, or State Agency for Subawarded Federal Funding
- Award Number
- Program Name
- Award Start and End Dates
- Award Amount
- Description of how this project differs from the application for COPS Office funding

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; Law Enforcement and Community Policing

Applicants must read and acknowledge these DOJ certifications in JustGrants. Full text of the Certified Standard Assurances is available in the Application Resource Guide.

How to Apply

Applications must be submitted electronically through Grants.gov and JustGrants. See Submission Dates and Times below for a list of steps for registering with all required systems and deadlines for completing each step.

Submission Dates and Times

All completed applications must be submitted in Grants.gov by June 15 and in JustGrants by June 22.

After applicants obtain their DUNS number and register with SAM, they can begin the Grants.gov registration process. The applying organization must complete the Grants.gov registration process prior to beginning an application for a federal grant. The E-Business Point of Contact (E-Biz POC) must register the applicant organization with Grants.gov. The E-Biz POC oversees the applicant's Grants.gov transactions and assigns the Authorized Representative. The Authorized Organization Representative (AOR) submits the application to Grants.gov and must register with Grants.gov as well. In some cases the E-Biz POC is also the AOR for the applicant. Complete instructions can be found at www.Grants.gov.

In JustGrants, each applying entity will have an assigned Entity Administrator who is responsible for managing entity-level information and assigning roles in the system. The Entity Administrator is also the E-Biz POC designated in SAM.gov. For more information on registering with JustGrants, see <https://justicegrants.usdoj.gov/>.

It is the applicant's responsibility to ensure that the application is complete and submitted by the deadline. Failure to meet the submission deadline will result in an application not being considered for funding. Applicants should refer to the list below to ensure that all required steps and deadlines are met. Failure to begin registration or application submission by the deadlines stated in the list below is not an acceptable reason for late submission.

Applicant Actions with Required Dates/Deadline

1. Obtain a DUNS number. Apply for a DUNS number at <https://www.dnb.com> or call 1-866-705-5711.
2. Register with SAM. Access the SAM online registration through the SAM homepage at <https://www.sam.gov/SAM> and follow the online instructions for new SAM users. If the applicant already has the necessary information on hand, the online registration takes approximately 30 minutes to complete, depending upon the size and complexity of the business or organization. Organizations must update or renew their SAM registration at least once a year to maintain an active status.

3. Register with Grants.gov. Once the SAM registration is active, the applicant will be able to complete the Grants.gov registration.
4. Download updated version of Adobe Acrobat before the Grants.gov deadline. Applicants are responsible for ensuring that the most up-to-date version of Adobe Acrobat is installed on all computers that may be used to download the solicitation and to submit the SF-424 and SF-LLL on Grants.gov. To verify that the Adobe software version is compatible with Grants.gov, visit the following link: <http://www.grants.gov/web/grants/applicants/adobe-software-compatibility.html>.
5. Begin application submission process in Grants.gov as early as possible, but no later than 24-48 hours prior to the Grants.gov deadline. Applicants may find this funding opportunity on Grants.gov by using the CFDA number, Grants.gov opportunity number, or the title of this solicitation, all of which can be found on the cover page. Applicants will submit two forms in Grants.gov (SF-424 and SF-LLL).
6. The Grants.gov Workspace Status will change from "In Progress" to "Submitted" once the application has been successfully submitted in Grants.gov. Within 48 hours after submitting the application in Grants.gov, the applicant should receive four notifications from Grants.gov (i.e., submission receipt, validation receipt, grantor agency retrieval receipt, and agency tracking number assignment). (Note: It is possible to first receive a message indicating that the application is received, and then receive a rejection notice a few minutes or hours later.)
7. Within 24 hours AFTER receiving a confirmation email from Grants.gov, the Application Submitter will receive an email from JustGrants with instructions to complete the rest of the application in JustGrants. If the applicant is a new user in JustGrants, the email will include instructions on registering with JustGrants.
8. Upon receipt of this email, register with JustGrants (if necessary), invite additional users including Authorized Representatives, and begin to develop the application. Some of the application components will be entered directly into JustGrants, and others will require uploading attached documents. Therefore, applicants will need to allow ample time before the JustGrants deadline to prepare each component and to submit the complete application package at least 24 – 48 hours prior to the deadline. Applicants may save their progress in the system and revise the application as needed prior to hitting the Submit button at the end of the application in JustGrants.
9. Confirm application receipt: Applicants should closely monitor their email and JustGrants accounts for any notifications from Grants.gov or JustGrants about a possible failed submission. The user who is authorized to submit applications on behalf of the organization is the one who will receive these notifications. The COPS Office does not send out these notifications, nor does the COPS Office receive a copy of these notifications. It is the applicant's responsibility to notify the COPS Office of any problems with the application submission process. Submitting the application components at least 48 hours the deadline will enable the applicant to receive notice of a failed submission and provide an opportunity to correct the error before the applicable deadline.

Late Submissions: The COPS Office will review on a case-by-case basis requests for late submission due to unforeseen technical issues or extraordinary events such as extreme weather emergencies or mass casualty events. Applicants must provide notice prior to the close of the solicitation in Grants.gov. If the Grants.gov portion was submitted on time, notification must be made prior to the close of the solicitation in JustGrants. No late submission requests will be considered once the application closes.

Extension of deadlines is rare and is not guaranteed. To be considered for an extension, applicants must contact the COPS Office Response Center at 800-421-6770 to create a record of the issue, or send an email to AskCopsRC@usdoj.gov. The subject line should read "FY21 CHP Extraordinary Circumstances: DUNS number, Agency Name, Application ID"; with your DUNS number and organization name included in the subject line. The message should include the nature of the disaster/issue and how it affected the applicant's ability to submit an application on time.

The COPS Office will respond to each applicant as soon as possible with an approval and instructions for submission, or a rejection. If the technical issues you reported cannot be validated, the application will be rejected.

The following conditions are *not* valid reasons to request an extension: (1) failure to begin the registration process in sufficient time; failure to follow instructions on Grants.gov or JustGrants; (3) failure to follow all of the instructions in the CHP solicitation; (4) failure to register or update information on the SAM website; and (5) failure to register or complete SF-424 in grants.gov.

Application Review Information

The COPS Office is committed to ensuring a fair and open merit review process. Applications that meet eligibility and basic minimum requirements will be subject to a merit review and ranking process. The merit review will consist of both a programmatic and financial review, and will be conducted by COPS Office staff or in collaboration with other subject matter experts. The review will also assess whether costs are reasonable, necessary, allowable, and allocable under applicable federal cost principles, agency regulations, and the program.

Additional consideration will be given to applicants who propose a community-based approach the following four problem/ focus areas. Applicants who choose one of the community policing problems or priority focus areas listed here must devote 100% of their funded positions to that focus area, and will not be allowed to change their choice once the award has been issued.

- Building Legitimacy and Trust
- Violent Crime/Gun Violence
- Combating Hate and Domestic Extremism
- Police-based Response to Persons in Crisis

Additional consideration will also be given to applicants that meet any of the following criteria:

- **Persistent Poverty** – Applicants in an area with persistent poverty
- **Community-based Hires** – Applicants that commit to recruiting officers from the community in which they will serve
- **Community-based Officer Relocation** – Applicants that commit to recruiting officers who are willing to relocate to areas characterized by fragmented relations between police and community residents, or areas of high crime
- **Diversity Training** – Agencies that require evidenced-based cultural sensitivity training for officers, including training on ethnic and racial bias, racial profiling, gender bias, sexual orientation and gender identity bias, cultural diversity, use of force, procedural justice, and law enforcement interaction with people with disabilities, the mentally ill, and English Language Learners
- **Safe Harbor** – Applicants in states with certain anti-human trafficking laws that treat minors engaged in commercial sex as victims (referred to as “safe harbor” laws) and permit individuals to vacate arrest or prosecution records for non- violent offenses as a result of being trafficked
- **Catastrophic Incident** – Applicants that experienced an unanticipated catastrophic event or Attorney General declared area in crime-related crisis
- **Hiring Veterans** – Applicants that commit to hiring at least one military veteran
- **Rural Designation** – Applicants from rural areas
- **Prior Year Applicant** – Applicants that did not receive a CHP award in FY 2020 due to the limited availability of funding who submit a quality application in FY 2021.

Prior to award, applications for potential awards will receive a financial integrity review to evaluate the fiscal integrity and financial capability of applicants and to examine proposed costs and the extent to which the budget detail worksheet supports and explains project costs. This review will also assess whether costs are reasonable, necessary, and allocable under applicable federal cost principles and agency regulations. This financial review will be conducted by the COPS Office staff.

In addition, prior to making an award greater than the simplified acquisition threshold (currently set at \$250,000), any information about applicants that is in the designated integrity and performance system accessible through SAM will be reviewed and considered.

Applicants may review and comment on any information about them in SAM that a Federal awarding agency previously entered in the designated integrity and performance system, and such applicant comments will also be reviewed and considered.

Past performance on previous awards may be in an indicator in this review process. Financial and programmatic performance factors may be included in the past performance review.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Director of the COPS Office, who may also give consideration to factors including, but not limited to, underserved populations, population served, geographic diversity, strategic priorities, past performance, risk, and available funding when making awards.

Review Process

In the merit review selection process for CHP awards, the COPS Office will make an initial determination, balancing the applicant's need for federal assistance (as measured by economic and fiscal health questions) with crime rates, the applicant's current commitment to community policing, and the strength of their proposed community policing strategy.

Applications will be scored according to the following weighting methodology:

- Fiscal need: 33.3 percent
- Crime: 33.3 percent
- Community policing: 33.3 percent

Agencies that do not meet a minimum community policing score, reflecting a basic commitment to community policing and a strategy to continue or enhance it, will not be considered for funding.

Federal Award Administration Information

Federal Award Notices

Award notification will be sent electronically from JustGrants. This award notification will include instruction on enrolling in Automated Standard Application for Payments (ASAP) and accepting the award. Recipients will be required to log into JustGrants to review, sign, and accept the award. The notice of award will contain details about the award including start and end dates, funding amounts, and the award conditions. The Authorized Representatives must acknowledge having read and understood all sections of the award instrument and submit the required declaration and certification to accept the award; these steps will be completed electronically in JustGrants before you will be able to draw down fund so or begin the program. By accepting the award and the COPS Office funding, your agency acknowledges that it will comply with these conditions and, if applicable, additional special conditions specific to your agency.

In limited circumstances, your award may be subject to special conditions that prevent your agency from drawing down or accessing award funds until the special conditions are satisfied as determined by the COPS Office. Any special conditions will be included with your award.

All applicants will be notified of funding decisions by September 30, 2021.

Administrative and National Policy Requirements

If selected for funding, in addition to implementing the funded project consistent with the approved project proposal and budget, the recipient must comply with award terms and conditions, and other legal requirements including, but not limited to, OMB, DOJ, or other federal regulations that will be included in the award or incorporated into the award by reference or are otherwise applicable to the award.

The COPS Office strongly encourages applicants review applicable requirements and terms and conditions prior to submitting an application.

Terms and conditions for COPS Office awards are available in the Application Resource Guide. Terms and conditions are subject to change before the award is issued. The Application Resource Guide also contains additional requirements which apply to this application and award, including audit requirements.

Monitoring, Evaluation and Reporting Requirements

Law enforcement agencies receiving federal funding from the COPS Office will be monitored to ensure compliance with their award conditions and other applicable statutes and regulations, and track progress towards achieving the goal of advancement of community policing. Award monitoring activities conducted by the COPS Office include site visits, office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three- years after the submission of the final expenditure report.

Evaluation: Though a formal assessment is not required, awarded agencies are strongly encouraged to conduct an independent assessment of their respective award-funded projects. Project evaluations have proven to be valuable tools in helping departments identify areas in need of improvement, providing data of successful processes and reducing vulnerabilities. Award funding cannot be used to for evaluations.

Reporting Requirements: If awarded, recipients will be required to submit quarterly financial and semi-annual progress reports.

Financial reporting: Recipients will be required to electronically submit a quarterly Federal Financial Report (FFR) using the SF-425 form by the 30th day following the end of each calendar quarter, and a final report is due 120 days following the award end date.

Recipients who do not submit SF-425 reports by the due date will be unable to draw down funds.

Progress reporting: Recipients will be required to electronically submit semi-annual progress reports, and a final progress report will be due 120 days following the award end date.

Federal Awarding Agency Contact(s)

For technical assistance with Grants.gov, call the Grants.gov customer service hotline at 800-518-4726, send questions via email to support@Grants.gov, or consult the Grants.gov Organization Applicant User Guide at <https://www.grants.gov/help/html/help/index.htm>.

For technical support with JustGrants, contact JustGrants Support at JustGrants.Support@usdoj.gov or 833-872-5175.

For programmatic assistance with the requirements of this program please call the COPS Office Response Center at 800-421-6770 or send questions via email to AskCopsRC@usdoj.gov.

COPS Other Information

Public Reporting Burden - Paper Work Reduction Act Notice

The public reporting burden for this collection of information is estimated to be up to 11.3 hours per response, depending upon the COPS Office program being applied for, which includes time for reviewing instructions. Send comments regarding this burden estimate or any other aspects of the collection of this information, including suggestions for reducing this burden, to the Office of Community Oriented Policing Services, U.S. Department of Justice, 145 N Street NE, Washington, DC 20530; and to the Public Use Reports Project, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

You are not required to respond to this collection of information unless it displays a valid OMB control number. The OMB control number for this application is 1103-0098, and the expiration date is 05/31/2021.

Performance Measures

To assist in fulfilling the U.S. Department of Justice's (DOJ) responsibilities under the Government Performance and Results Modernization Act (GPRAMA) of 2010, P.L. 111-352, recipients who receive funding from the Federal Government must measure the results of work that funding supports. GPRAMA specifically requires the COPS Office and other federal agencies to set program goals, measure performance against those goals, and publicly report progress in the form of funding spent, resources used, activities performed, services delivered, and results achieved.

Performance measures for CHP are as follows:

Objective	Performance measures
Increase the capacity of law enforcement agencies to implement community policing strategies that strengthen partnerships for safer communities and enhance law enforcement's capacity to prevent, solve, and control crime through funding for personnel, technology, equipment, and training.	Extent to which COPS Office knowledge resources (e.g., publications, podcasts, training, etc.) have increased your agency's community policing capacity?
Extent to which COPS Office award funding (e.g., officers, equipment, training, technical assistance, etc.) has increased your agency's community policing capacity?	Recipients will rate the effectiveness of the COPS Office funding in increasing community policing capacity. Data will be collected on a periodic basis through recipient progress reports.

COPS Office awards target increasing recipient capacity to implement community policing strategies within the three primary elements of community policing: (1) problem solving; (2) partnerships; and (3) organizational transformation. The COPS Office requires all CHP applicants to describe how the personnel requested will assist the applicant in implementing community policing strategies. For more information on community policing, please go to the COPS Office website at <https://cops.usdoj.gov/resources#cptopics>.

As part of the programmatic progress report, CHP recipients will be required to report on their progress toward implementing community policing strategies. Based on the data collected from recipients, the COPS Office may make improvements to CHP to better meet the program's objective and law enforcement agency needs.

Application Checklist

Please refer to the [JustGrants DOJ Application Submission Checklist](#).

Survey Questions

CHP Solicitation FY2021

AGENCY ELIGIBILITY INFORMATION

Type of Agency (*select one*)

From the list below, please select the type of agency which best describes the applicant. Law Enforcement Entities:

(*Please specify*)

Please indicate if your jurisdiction is primarily considered rural, urban or suburban.

Instructions:

We will ask you several questions about your law enforcement agency operations and authority to determine your eligibility to apply for a COPS Hiring Program (CHP) award. Please note that CHP applicants must have a police department that is operational by the close of this solicitation, or receive services through a new or existing contract for law enforcement services. Applicants must also maintain primary law enforcement authority for the population to be served.

In addition, if funds under this program are to be used as part of a written contracting arrangement for law enforcement services (e.g., a town which contracts with a neighboring sheriff's department to receive services), the government agency wishing to receive law enforcement services must be the legal applicant in this application (although we will ask you to supply some information about the contract service provider later).

A law enforcement agency is established and operational if the jurisdiction has passed authorizing legislation and it has a current operating budget.

Is your agency established and currently operational?

Which of the following best describes your agency (check one)?

Will your law enforcement agency be operational as of the closing date of this solicitation?

Has your jurisdiction passed legislation which authorizes the creation of a new law enforcement agency?

If awarded, does your agency plan to use funds awarded under this award to establish or supplement a written contract for law enforcement services (e.g., a town contracting for services with a nearby sheriff's department)?

Instructions:

An agency may apply for funds under this program to be used as part of a written contracting arrangement for law enforcement services (e.g., a town which contracts with a neighboring sheriff's department to receive services). However, the agency wishing to receive law enforcement services must be the legal applicant in this application (although we will ask you to supply some information about the contract service provider later).

Important Note: Two entities involved in a contracting relationship may not separately apply for funding to support the same officer position(s). For more information about contracting arrangements, please view the COPS Hiring Program Application Guide.

Is the legal applicant listed in this COPS Hiring Program (CHP) application and on the SF-424 the entity that will be receiving law enforcement services?

What is the legal name of the law enforcement agency that will be providing law enforcement services to your jurisdiction?

Instructions:

An agency with primary law enforcement authority is defined as the first responder to calls for service for all types of criminal incidents within its jurisdiction. Agencies are not considered to have primary law enforcement authority if they only: respond to or investigate specific type(s) of crime(s), respond to or investigate crimes within a correctional institution, serve warrants, provide courthouse security, transport prisoners, have cases referred to them for investigation or investigational support or only some combination of these.

Based on the definition above, does your agency have primary law enforcement authority? [Or, if contracting to receive services, does the agency that will be providing law enforcement services have primary law enforcement authority for the population to be served?]

GENERAL AGENCY INFORMATION

Please select your U.S. Attorney's District Office from the below drop-down options.

Enter the Fiscal Year Budgeted Sworn Force Strength for the current fiscal year below. The budgeted number of sworn officer positions is the number of sworn positions funded in your agency's budget, including funded but frozen positions, as well as state, Bureau of Indian Affairs, or locally funded vacancies. Do not include unfunded vacancies or unpaid/reserve officers.

Number of officers funded in agency's current fiscal year budget:

Full-Time Part-Time

Enter the number of civilian positions funded in agency's current fiscal year budget.

Number of civilian positions funded in agency's current fiscal year budget:

Full-Time Part-Time

EXECUTIVE/CONTACT INFORMATION

Instructions for Law Enforcement Agencies:

The Law Enforcement Executive is the highest-ranking official in the jurisdiction (Chief of Police, Sheriff, or equivalent) and must be assigned the role: "Authorized Representative 1" in JustGrants.

- Title:
- First Name:
- Last Name:
- Phone:
- Email Address:

Instructions for Government Agencies:

This is the highest ranking government official within your jurisdiction (e.g., Superintendent, Mayor, City Administrator, or equivalent) and must be assigned the role: "Authorized Representative 2" in JustGrants.

- Title:
- First Name:
- Last Name:
- Phone:
- Email Address:

Instructions for Application Contact:

Enter the application contact's name and contact information.

- Title:
- First Name:
- Last Name:
- Phone:
- Email Address:

COPS HIRING PROGRAM OFFICER REQUEST

Instructions:

Number of actual sworn officers employed by your agency as of the date of this application. The actual number of sworn officer positions is the actual number of sworn positions employed by your agency as of the date of this application. Do not include funded but currently vacant positions or unpaid positions.

Full-Time:

Part-Time:

Instructions:

Number of budgeted sworn officers employed by your agency as of the date of this application.

Full-Time:

Part-Time:

Instructions:

Number of contract sworn officers employed by your agency as of the date of this application.

Full-Time:

Part-Time:

Instructions:

Number of budgeted civilian positions employed by your agency as of the date of this application.

Full-Time:

Part-Time:

What is the actual population your department serves as the primary law enforcement entity?

This may or may not be the same as your census population. For example, a service population may be the census population minus incorporated towns and cities that have their own police department within your geographic boundaries or estimates of ridership (e.g., transit police) or visitors (e.g., park police). An agency with primary law enforcement authority is defined as having first responder responsibility to calls for service for all types of criminal incidents within its jurisdiction.

Instructions:

Apply for the number of officer positions necessary to support their proposed community policing strategy. Please keep in mind that there is a minimum 25 percent local cash match and a 12-month retention requirement for each officer position funded. The COPS Office will fund as many positions as possible for successful applicants; however, the number of officer positions requested by an agency may be reduced based on the availability of funding and other programmatic considerations.

If your agency requests officers to be deployed as school resource officers (SRO), please do not request more officer positions than your agency can expect to deploy in this capacity. A "school resource officer" is a career law enforcement officer, with sworn authority, who is engaged in community policing activities and is assigned by the employing agency to work in collaboration with schools.

There must be an increase in the level of community policing activities performed in and around primary or secondary schools in the agency's jurisdiction as a result of the award. The time commitment of the funded officers must be above and beyond the amount of time that the agency devoted to the schools before receiving the award. Recipients using CHP funding to hire or deploy school resource officers into schools must submit to the COPS Office a signed memorandum of understanding (MOU) between the law enforcement agency and the school partner(s) before obligating or drawing down funds under this award. An MOU is not required at time of application; however, if the law enforcement agency already has an MOU in place that is applicable to the partnership, the MOU can be uploaded as an attachment in the section of the application titled "MOUs and other Supporting Documents".

The MOU must contain the following; the purpose of the MOU, clearly defined roles and responsibilities of the school district and the law enforcement agency focusing officers' roles on safety, information sharing, supervision responsibility, and chain of command for the SRO and signatures. If awarded, a recipient must submit an MOU to the COPS Office within 90 days from the date shown on the award congratulatory letter.

Implementation of the COPS Hiring Program award without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.

CHP award funds cover 75 percent of the approved entry-level salary and fringe benefits of each newly-hired and/or rehired, full-time sworn career law enforcement officer for three years (36 months) up to \$125,000 per officer position. CHP award funding will be based on your agency's current entry level salaries and fringe benefits for full-time sworn officers. Request the number of officer positions necessary to support your proposed community policing strategy. Please keep in mind, there is a minimum 25 percent local cash match and a 12 month retention period for each officer position funded. The COPS Office will fund as many positions as possible for successful applicants; however, the number of officer positions requested by an agency may be reduced based on the availability of funding and other programmatic considerations.

Is your agency requesting that all or some of these officer positions will be deployed as school resource officers (SROs)?

If Yes, how many of your requested positions in this application will be deployed as school resource officers (SROs)?

How many entry-level, full-time officer positions is your agency requesting in this application?

Instructions:

IMPORTANT: Next, your agency must allocate the number of positions requested under each of the three hiring categories described below based on your agency's current needs at the time of this application. Be mindful of your agency's ability to fill

and retain the officer positions awarded, while following your agency's established hiring policies and procedures. CHP awards will be made for officer positions requested in each of the three hiring categories, and recipients are required to use awarded funds for the specific categories awarded.

It is imperative that your agency understand that the COPS Office statutory nonsupplanting requirement mandates that award funds may only be used to supplement (increase) a recipient's law enforcement budget for sworn officer positions and may not supplant (replace) state, local, or tribal funds that a recipient otherwise would have spent on officer positions if it had not received an award. This means that if your agency plans to:

- a. Hire new officer positions (including filling existing vacancies that are no longer funded in your agency's budget): It must hire these new additional positions on or after the official award start date, above its current budgeted (funded) level of sworn officer positions, and otherwise comply with the nonsupplanting requirement as described in detail in the award owner's manual.
- b. Rehire officers who have been laid off by any jurisdiction as a result of state, local, or tribal budget reductions: It must rehire the officers on or after the official award start date, maintain documentation showing the date(s) that the positions were laid off and rehired, and otherwise comply with the nonsupplanting requirement as described in detail in the award owner's manual.
- c. Rehire officers who are (at the time of application) currently scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or tribal budget reductions: It must continue to fund the officers with its own funds from the award start date until the date of the scheduled lay-off (for example, if the CHP award start date is September 1 and the lay-offs are scheduled for November 1, then the CHP funds may not be used to fund the officers until November 1, the date of the scheduled lay-off); identify the number and date(s) of the scheduled lay-off(s) in this application (see below); maintain documentation showing the date(s) and reason(s) for the lay-off; and otherwise comply with the nonsupplanting requirement as described in detail in the award owner's manual. [Please note that as long as your agency can document the date that the lay-off(s) would occur if CHP funds were not available, it may transfer the officers to the CHP funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual officer.]

Documentation that may be used to prove that scheduled lay-offs are occurring for local economic reasons that are unrelated to the availability of CHP award funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual officers regarding the date(s) of the lay-offs; or budget documents ordering departmental or jurisdiction-wide budget reductions. These records must be maintained with your agency's CHP award records during the award period and for three years following the date of the submission of the final expenditure report in the event of an audit, monitoring, or other evaluation of your award compliance.

If your agency's request is funded, your agency will have the opportunity after the award announcement to request an award modification to move awarded funding into the category or categories that meet your agency's law enforcement needs at that time (including updating the dates of future scheduled lay-offs).

Category A: *New, additional officer positions (including filling existing vacancies no longer funded in your agency's budget).*

Category A Request:

Category B: *Rehire officers laid off (from any jurisdiction) as a result of state or local budget reductions.*

Category B Request:

Category C: *Rehire officers scheduled to be laid off (at the time of the application) on a specific future date as a result of state or local budget reductions.*

Category C Request:

Instructions:

We also need some information about when the layoff of officers in this category is scheduled to occur. In the space below, please indicate when the officer(s) specified in this category are scheduled to be laid off.

Number of Officers:

Date these officers are scheduled to be laid off: Number of Officers:

Date these officers are scheduled to be laid off:

Number of Officers:

Date these officers are scheduled to be laid off:

Number of Officers:

Date these officers are scheduled to be laid off:

Since your agency plans to use CHP funds to rehire officers who are currently scheduled to be laid off on a future date (under Category C above), please certify (by checking the appropriate boxes) to the following Certification:

Instructions:

Although hiring military veterans as new hires is not an award requirement, applicants who commit to hiring or rehiring at least one military veteran will receive additional consideration for CHP funding.

If your agency checks "yes" to the question below, your agency will be required to maintain documentation that it made every effort possible (consistent with your internal procedures and policies) to hire at least one military veteran. Under this solicitation, a military veteran is defined as a person who served in the active military, naval, or air service, and who was discharged or released there from under conditions other than dishonorable.

Does your agency commit to hire and/or rehire at least one military veteran (as defined in the Application Guide) for the officer position(s) you have requested?

My agency will commit to hire post-September 11, 2001 veterans.

If selected, how many position(s)?

Instructions:

The following questions will help Congress and the U.S. Department of Justice identify potential gaps in training.

On average how many hours of IN-SERVICE (non-recruit) training (e.g. FTO, continuing professional education, roll call, standard) are required annually for each of your agency's officers/deputies in the following categories (if none, please indicate 0 hours)?

Use of force (hours):

De-escalation of conflict (hours):

Evidence-based cultural sensitivity training (hours):

Racial and ethnic bias that includes elements of implicit/unconscious bias (hours):

Gender bias in response to domestic violence and sexual assault (hours):

Bias towards lesbian, gay, bisexual, and transgender (LGBT) individuals (hours):

Community engagement (e.g., community policing and problem solving) (hours):

Does your agency administer a police training academy?

Instructions:

How many total hours of basic/recruit ACADEMY training are required for each of your agency's officer/deputy recruits in the following categories (if none, please indicate 0 hours)?

Use of force (hours):

De-escalation of conflict (hours):

Evidence-based cultural sensitivity training (hours):

Racial and ethnic bias that includes elements of implicit/unconscious bias (hours):

Gender bias in response to domestic violence and sexual assault (hours):

Bias towards lesbian, gay, bisexual, and transgender (LGBT) individuals (hours):

Community engagement (e.g., community policing and problem solving) (hours):

ADDITIONAL BUDGET INFORMATION

Referencing the web-based budget in this solicitation, if there was increase in sworn office base salary in years 2 and 3 (check all that apply).

LAW ENFORCEMENT & COMMUNITY POLICING STRATEGY

Instructions for Community Policing Strategy:

COPS Office funding must be used to reorient the mission and activities of law enforcement agencies through initiating community policing or enhancing their involvement in community policing with the officers hired under this award program or an equal number of veteran officers who have been redeployed to implement this plan after hiring the entry-level COPS Office-funded officers. If awarded funds, your narrative responses in the text boxes below will constitute your agency's community

policing strategy under this award. Your organization may be audited or monitored to ensure that it is initiating or enhancing community policing in accordance with this strategy. The COPS Office may also use this information to understand the needs of the field, and potentially provide for training, technical assistance, problem solving and community policing implementation tools. Please note that the COPS Office recognizes that your COPS Office-funded officer(s) (or an equal number of veteran officers who are redeployed after hiring the entry-level COPS Office funded officers) will engage in a variety of community policing activities and strategies, including participating in some or all aspects of your identified community policing strategy. Your community-policing strategy may be influenced and impacted by others within and outside of your organization; this is considered beneficial to your community policing efforts.

At any time during your award period, you should be prepared to demonstrate (1) the community policing activities engaged in prior to the award that are detailed in this application and (2) how the award funds and award-funded officers (or an equal number of redeployed veteran officers) were specifically used to enhance (increase) or initiate community policing activities according to your community policing strategy contained in this application.

Community policing needs may change during the life of your award. Minor changes to this strategy may be made without prior approval of the COPS Office; however, the recipient will be required to report on progress or changes to the community policing strategy (if any) through required progress reports. If your agency's community policing strategy changes significantly, you must submit those changes to the COPS Office for approval. Changes are significant if they deviate from the specific crime problems originally identified and approved in the community policing strategy submitted with the application. In some cases, in reviewing progress reports, the COPS Office may identify significant changes in community policing strategies that require explanation and request for approval.

Applicants that choose problem areas that receive additional priority consideration will not be able to change from these problem/focus areas if awarded CHP funding.

The following is the COPS Office definition of community policing that emphasizes the primary components of community partnerships, organizational transformation, and problem solving. Please refer to the COPS Office web site (<https://cops.usdoj.gov>) for further information regarding this definition.

Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues, such as violent crime, non-violent crime, and fear of crime.

The COPS Office has developed the following list of primary sub-elements of community policing. Please refer to the COPS Office web site Community Policing Defined publication (COPS Office: Grants and Resources for Community Policing - <https://cops.usdoj.gov/RIC/ric.php?page=detail&id=COPS-P157>) for further information regarding these sub-elements.

Community Partnerships:

Collaborative partnerships between the law enforcement agency and the individuals and organizations they serve to both develop solutions to problems and increase trust in police.

Other Government Agencies Community Members/Groups

Non-Profits/Service Providers Private Businesses

Media

Organizational Transformation:

The alignment of organizational management, structure, personnel and information systems to support community partnerships and proactive problem-solving efforts.

Agency Management

Climate and culture

Leadership

Labor relations

Decision-making

Strategic planning

Policies

Organizational evaluations

Transparency

Organizational Structure

Geographic assignment of officers

Despecialization

Resources and finances

Personnel

Recruitment, hiring and selection

Personnel supervision/evaluations

Training

Information Systems (Technology)

Communication/access to data

Quality and accuracy of data

Problem Solving:

The process of engaging in the proactive and systematic examination of identified problems to develop effective responses that are rigorously evaluated.

Scanning: Identifying and prioritizing problems

Analysis: Analyzing problems

Response: Responding to problems

Assessment: Assessing problem-solving initiatives

Using the Crime Triangle to focus on immediate conditions (Victim/Offender/Location)

Instructions for Current Organizational Commitment to Community Policing:

For each of the following statements, please answer in terms of existing agency policies and practices as they relate to collaborative partnerships and problem solving activities. (*check all that apply*)

The agency mission statement, vision, or goals includes references to:

The agency strategic plan includes specific goals or objectives relating to:

The agency recruitment, selection and hiring processes include elements relating to:

Annual line officers evaluations assess performance in:

Line officers receive regular (at least once every two years) training in:

Which of the following internal management practices does your agency currently employ? (*check all that apply*)

Which of the following do you count/measure to annually assess your agency's overall performance? (*check all that apply*)

Through which of the following does your agency routinely share information with community members? (*check all that apply*)

Through which of the following ways does your agency formally involve community members in influencing agency practices and operations? (*check all that apply*)

Instructions for Proposed Community Policing Strategy: Problem Solving and Partnerships

COPS Office awards must be used to initiate or enhance community policing activities with either the newly hired officers funded by this award program or an equivalent number of veteran officers who are redeployed to implement this community policing strategy after hiring the additional entry-level officers with COPS Office award funds. In this section you will be asked to identify the crime and disorder **problem or a focus area** and the **partners** to be engaged through your requested COPS Office funding. Identifying the specific problem/focus area and partnerships that your agency plans to focus on is important to ensure that you satisfy the requirements for COPS Office funding under this program and to ensure that ultimately the additional award- funded officers (or equivalent number of redeployed veteran officers) will initiate or enhance your agency's capacity to implement community policing strategies and approaches.

Using the following list, select a problem/focus area that will be addressed by the officers requested in this application. Please choose the option that best fits your problem. **You may only select one problem/focus area** to address through this award funding.

When identifying a problem, it is important to think about the nature of similar incidents that taken together comprise the problem and accordingly **describe it in precise, specific terms** (e.g. “robbery of retail establishments”, rather than just “robbery”). In doing this, it can be helpful to consider all aspects of the problem, including the likely offenders, the suitable targets/victims, and how these come together in time and space.

Additional consideration will be given to applicants who propose a community-based approach to one of the four following problem/ focus areas. Applicants who choose one of the community policing problems or priority focus areas listed here must devote 100% of their funded positions to that focus area, and will not be allowed to change their choice once the award has been issued.

- **Building Legitimacy and Trust** – Applicant will deploy officers to partner and engage community stakeholders including residents, businesses, and faith-based organizations to prioritize and collectively strengthen a community’s response to crime and criminal activity, and focus on enhancing and maintaining community trust and legitimacy between law enforcement and the communities they serve – to include building trust in immigrant communities.
- **Violent Crime/Gun Violence** – Applicant will employ community policing strategies to address a range of violent crime problems. Community-Based approaches to combatting gun violence that build trust in underserved communities suffering from high incidents of gun crime will receive additional consideration. Applicants requesting additional consideration for gun violence issues will be asked to describe their holistic, community-based approach and may wish to review COPS Office publications such as *Group Violence Intervention: An Implementation Guide*, *Drug Market Intervention: An Implementation Guide*, and *Crime Prevention Research Review No. 6: Pulling Levers Focused Deterrence Strategies to Prevent Crime* for ideas on strategies.
- **Combating Hate and Domestic Extremism** – Applicant will focus on community-based strategies that combat bias-motivated acts of violence that divide our communities, intimidate our most vulnerable citizens, and erode trust in the rule of law.
- **Police-based Response to Persons in Crisis** – Applicant will focus on deploying officers in crisis intervention teams, participation in crisis intervention teams, improving response and interaction with persons in crisis – to include efforts focused on the education, prevention, addiction and interventions related to the abuse of opioids and other substances in communities.

Building Legitimacy and Trust

Building Legitimacy and Trust

If Selected: Please specify your focus on deploying officers to partner and engage community stakeholders including residents, businesses, and faith-based organizations to prioritize and collectively strengthen a community’s response to crime and criminal activity and focusing on enhancing and maintaining community trust and legitimacy between law enforcement and the communities they serve – to include building trust in immigrant communities. (500 characters or less)

Violent Crime Problems

Gun Violence

If Selected: Please specify your gun violence problem: for example, drug related gun violence, etc. (500 characters or less).

Please include the number of aggravated assaults with a firearm in your jurisdiction during the last calendar year: Please include the number of reported shootings in your jurisdiction during the last two years (2019 and 2020). Number of Reported Shootings (2019):

Number of Reported Shootings (2020):

Please also describe how you will address this issue using a holistic, community based approach that builds trust in underserved communities suffering from high incidents of gun crime Applicants may review COPS Office publications such as [Group Violence Intervention: An Implementation Guide](#), [Drug Market Intervention: An Implementation Guide](#), and [Crime Prevention Research Review No. 6: Pulling Levers Focused Deterrence Strategies to Prevent Crime](#) for ideas on strategies. (2,000 characters or less)

Assault

If Selected: Please specify your assault problem; for example, assaults in and around bars, gang violence, etc. (500 characters or less).

Homicide

If Selected: Please specify your homicide problem; for example, gun homicide by serious previous offenders, gang related homicide, domestic homicides, etc. (500 characters or less).

Rape

If Selected: Please specify your rape problem; for example, acquaintance rape, rape in college dorm rooms, child or domestic rape, etc. (500 characters or less).

Robbery

If Selected: Please specify your robbery problem; for example, robbery of convenience stores, robbery of taxi drivers, bank robbery, etc. (500 characters or less).

Domestic Violence

If Selected: Please specify your domestic/family violence problem; for example, domestic violence, stalking, child abuse, elder abuse, etc. (500 characters or less).

Human Trafficking

If selected: Please specify your focus on Investigating and Prosecuting Human Trafficking Crimes (500 characters or less).

Protecting and Serving Youth in America

If Selected: Please specify your focus on:

- engaging youth through strategies that encourage positive interactions with law enforcement and discourage youth violence;
- addressing child sexual predators and internet safety; or
- addressing children exposed to violence.

Please explain in 500 characters or less:

Criminal Gangs

If Selected: Please specify your criminal gang's problem (500 characters or less).

Drug Manufacturing, Drug Dealing, Drug Trafficking

If Selected: Please specify your drug manufacturing, dealing, and/or trafficking problem (500 characters or less).

Other Violent Crime Problem

Please specify (500 characters or less).

Combating Hate and Domestic Extremism

Combating Hate and Domestic Extremism

If Selected: Please describe the problem and your focus on community-based approaches to combat bias- motivated acts of violence (500 characters or less).

Police-based Response to Persons in Crisis

Police Based Response to Persons in Crisis

If Selected: Please describe the problem and your focus on deploying officers to participate in crisis-intervention teams, improving response to and interactions with persons in crisis, and partnering with mental health providers (500 characters or less).

Opioid or other Substances Education, Prevention, and Intervention

If selected: Please specify your focus on Education, Prevention and Intervention (500 characters or less).

Homeland Security

Homeland Security

If Selected: Please specify problem and describe focus on deploying officers to strengthen partnerships or task force participation in areas impacting homeland security (500 characters or less).

Protecting Critical Infrastructure

If Selected: Please specify problem and describe focus on deploying officers to strengthen partnerships on critical infrastructure issues impacting homeland security (500 characters or less).

Other/Innovations in Community Policing

Other/Innovations in Community Policing

If Selected: Please provide a detailed narrative specifying your new and promising approaches in community policing that can be advanced through the COPS Hiring Program (2,000 characters or less).

Briefly describe the problem/focus area that you will address with these award funds and your approach to the problem. Include a long-term strategy and detailed implementation plan that reflects consultation with community groups and appropriate private and public agencies. Explain how the grant will be utilized to reorient the affected law enforcement agency's mission toward community-oriented policing or enhance its involvement in or commitment to community-oriented policing (2,000 characters or less).

PERSISTENT POVERTY

Please refer to the U.S. Census Bureau's historical county level poverty estimates tool (<https://www.census.gov/library/visualizations/time-series/demo/census-poverty-tool.html>). This Excel-based tool accesses county-level poverty rates from the 1960-2000 Decennial Census as well as estimates from 2010 based on 5-year data from the ACS. Please enter your county's poverty rate for 1990, 2000, and 2010. If your agency does not service counties, please enter the state average. All figures must be rounded to the nearest whole percent.

Does your law enforcement agency serve in a COUNTY that has had 20 percent or more of its population living in poverty over the past 30 years?

Please enter your county's poverty rate for 1990, 2000, and 2010. If your agency does not service counties, please enter the state average. All figures must be rounded to the nearest whole percent.

Poverty Rate (1990):

Poverty Rate (2000):

Poverty Rate (2010):

POLICE AND YOUTH SUICIDE DATA

Does your agency collect data on the number of officer suicides in your agency?

In the past 12 months, how many officer suicides have you recorded in your agency? Does your agency have a suicide prevention training program?

Does your agency track officers that have been exposed to 'critical incidents' such as murder, suicide, and domestic violence?

Does your community experience high rates of youth suicide (For the purposes of this question, high is defined as 10 suicides per 100,000 residents aged 10-19)?

COMMUNITY-BASED OFFICER HIRE AND RELOCATION

Does your law enforcement agency have a written policy that requires that new officers/deputies reside within the jurisdiction they serve?

Does your law enforcement agency have a written policy that encourages new or existing officers to relocate to areas characterized by fragmented relationships between police and residents of the community, or where there are high incidents of crime?

Check all that apply:

OTHER

Which of the following information sources did you use to prioritize this problem/focus area as a problem/focus area to address through this award program (check all that apply):

If awarded funds, my agency will improve our understanding of this problem/focus area by examining (check all that apply):

If awarded funds my agency will use the following information sources to assess our response to this problem/focus area to determine whether the response was implemented and achieved the desired outcomes (check all that apply):

To the best of your ability at this time, please select from the below list what your primary goals are in responding to your selected problem/focus area (select up to 3):

An important part of a comprehensive community policing strategy is the formation of partnerships, such as working with other public agencies, private organizations, or participation in regional law enforcement partnerships. If awarded funds, will your agency and the award funded officers (or an equivalent number of redeployed veteran officers) initiate or enhance a partnership with an external group/organization to develop responses to this problem/focus area?

If yes, how many external groups/organizations will your agency initiate or enhance a partnership with to develop responses to this problem/focus area?

Name the most important external groups/organizations that your agency will initiate or enhance a partnership with to develop responses to this problem/focus area (maximum of three partners). Note: you may attach optional letters of this support from any or all of these prospective partners. You will be limited to listing no more than three partners per public safety problem/focus area.

Partner Name1:

For this partner, please indicate the statement that best characterizes this partner:

Partner Name2:

For this partner, please indicate the statement that best characterizes this partner:

Partner Name3:

For this partner, please indicate the statement that best characterizes this partner:

Instructions for Proposed Community Policing Strategy: Organizational Transformation

COPS Office awards must be used to initiate or enhance community policing activities. In this section you will be asked to identify the organizational change(s) that your agency plans to focus on through your requested COPS Office funding. Identifying the specific organizational change(s) that your agency plans to focus on is important to ensure that you satisfy the requirements for COPS Office funding under this program, and to ensure that ultimately the use of these funds will initiate or enhance your agency's capacity to implement community policing approaches.

If awarded funds, will your agency initiate or enhance any of the following internal changes to personnel management? (Select no more than 2 internal changes to personnel management that will be addressed with these award funds.)

Flexibility in officer shift assignments to facilitate addressing specific problems. Please explain.

Assignment of officers to specific neighborhoods or areas for longer periods of time to enhance customer service and facilitate more contact between police and citizens.

Please explain.

Recruitment and hiring practices that reflect an orientation towards problem solving and community engagement.

Please explain.

In-service training for officers on basic and advanced community policing principles.

Please explain.

Field training officer (FTO) programs that teach and test problem solving, community engagement, and critical thinking skills.

Please explain.

Measure and include non-enforcement proactive community engagement efforts as part of officer performance evaluations.

Please explain.

Provide de-escalation training to sworn personnel and promote de-escalation as an important strategy to diffuse potentially volatile situations.

Please explain.

Early intervention systems that help identify officers who may be showing early signs of stress, personal problems, and questionable work conduct.

Please explain.

Career development and/or promotional processes (i.e. sergeant exams) that reinforce problem solving and community engagement.

Please explain.

Implement specific programs to improve the safety and wellness of personnel throughout your organization.

Please explain.

None of the above.

If awarded funds, will your agency initiate or enhance any of the following internal changes to agency management? (Select up to 2 internal changes to agency management that will be addressed with these award funds.)

Agency strategic plan that outlines the goals and objectives around community policing and other departmental priorities.

Please explain.

Organizational performance measurement systems that include community policing metrics, and conduct annual assessments of agency performance.

Please explain.

Technology systems that provide officers, analysts, and the community better and more timely access to data and information.

Please explain.

Mediation strategies to resolve citizen complaints.

Please explain.

Collection, analysis, and use of crime data and information in support of problem-solving goals.

Please explain.

Formal accreditation process.

Please explain.

System to capture and track problem solving and partnership efforts and activities.

Please explain.

An organizational assessment of community policing.

Please explain.

None of the above.

Did your agency consult with any of the following groups/organizations on the development of this community policing strategy? (check all that apply)

To what extent are there related governmental and/or community initiatives that complement your agency's proposed community policing strategy?

To what extent is there community support in your jurisdiction for implementing the proposed community policing strategy?

If awarded funds, to what extent will the community policing strategy impact the other components of the criminal justice system in your jurisdiction?

NEED FOR FEDERAL ASSISTANCE

All applicants are required to explain their inability to address the need for this award without federal assistance. Please do so in the space below. [Please limit your response to a maximum of 1,000 characters.]

Enter the total population of the government entity applying for this award using the latest census estimate available in the American Fact Finder at <http://FactFinder2.census.gov>.

Check here if the population of the entity applying for this award is not represented by U.S. Census figures (e.g., colleges, special agencies, school police departments, etc.).

If the population of the entity applying for this award is not represented by U.S. Census figures, please indicate the size of the population as of the latest available estimate.

Please indicate the source of this population estimate (e.g., website address).

If applicable, please explain why the service population differs from the census population.

FISCAL HEALTH AND UCR DATA

Instructions:

Enter your law enforcement agency's total operating budget for the current AND the previous fiscal year. *Please note: All figures must be rounded to the nearest whole dollar.*

CURRENT FISCAL YEAR (2021):

PREVIOUS FISCAL YEAR (2020):

Instructions:

The U.S. Census Bureau American Community Survey (ACS) provides multi-year poverty rate estimates for communities. Please go to the U.S. Census Bureau (<https://data.census.gov/cedsci/>) to determine the percentage of individuals in poverty in your jurisdiction. For jurisdictions not included in the census (e.g., schools, universities, transit, parks), please check the box for "Not Applicable." Please note: All figures must be rounded to the nearest whole percent.

Percentage of Individuals in Poverty

Not Applicable

Instructions:

The Bureau of Labor Statistics' Local Area Unemployment Statistics (LAUS) program provides monthly estimates of unemployment for communities. Please go to the Bureau of Labor Statistics' LAUS website (<http://www.bls.gov/lau/data.htm>) to find detailed instructions for looking up your local area's unemployment rate. It may be necessary to select the nearest best match to your jurisdiction (for example, a city of fewer than 25,000 people may report their county level rate). For jurisdictions not included in the census (e.g., schools, universities, transit, parks), please check the box for "Not Applicable." Please note: All figures must be rounded to the nearest whole percent.

Percentage (%) unemployed for October 2020:

Not Applicable

Since January 1, 2021, has your agency taken on additional law enforcement duties and responsibilities resulting from an agency merger or the disbanding of a neighboring law enforcement agency (which did not result in a new or supplemented funded contract to provide these law enforcement services)?

Instructions:

In addition to the data collected elsewhere in this application, the COPS Office would like to capture information from jurisdictions that may have faced an unanticipated catastrophic event that had a significant impact on the delivery of law enforcement services or have experienced an unusually large increase in the number of homicides in the past year. Examples of unanticipated catastrophic events include mass shootings, terrorist attacks, natural disasters, or other events leading to mass casualties that would not necessarily be reflected in the UCR crime statistics previously reported.

Please note that if your jurisdiction is faced with an unanticipated catastrophic event (e.g., mass shooting, terrorist attack, other mass casualty event) after submission of this application, but before the application closing date, you should contact the COPS Office immediately at 800-421-6770 to update your application to include this information.

Check the box if your agency experienced a major disaster or catastrophic event in the time period from January 1, 2020 to present.

- Description of event (including number of casualties)
- Type of event (major disaster, mass shooting, bombing, etc.)
- Impact of the event on delivery of law enforcement services
- Duration of the event (how long will law enforcement services be impacted by the event until recovery)
- Law enforcement response and recovery efforts

Please specify (Please limit your response to a maximum of 2,000 characters.).

Property/Violent Crime:

Please select at least one statement below:

Instructions:

Using UCR crime definitions, enter the actual number of incidents reported to your agency in the previous two calendar years (2020 and 2019) for the following crime types. Note that only those incidents for which your agency had primary response authority should be provided. Please enter 0 (zero) to indicate no incidents in a particular year/type.

Criminal Homicide (2020):

Please check here if the data is unavailable. Criminal Homicide (2019):

Please check here if the data is unavailable. Forcible Rape (2020):

Please check here if the data is unavailable. Forcible Rape (2019):

Please check here if the data is unavailable. Robbery (2020):

Please check here if the data is unavailable. Robbery (2019):

Please check here if the data is unavailable.

Burglary (2020):

Please check here if the data is unavailable. Burglary (2019):

Please check here if the data is unavailable.

Aggravated Assault (2020):

Please check here if the data is unavailable. Aggravated Assault (2019):

Please check here if the data is unavailable.

Motor Vehicle Theft (2020):

Please check here if the data is unavailable.

Motor Vehicle Theft (2019):

Please check here if the data is unavailable.

Larceny (except motor vehicle theft) (2020):

Please check here if the data is unavailable.

Larceny (except motor vehicle theft) (2019):

Please check here if the data is unavailable.

If awarded funds, will your agency commit to regularly collect, analyze and report incidents of hate crimes to the FBI as part of their annual Uniform Crime Reporting?

Instructions:

Agency Profile Questions (these questions are for information purposes only and will not be scored):

Does your agency have a wellness policy or program for officers?

Does your agency report crime data to the National Incident-Based Reporting System (NIBRS)?

Does your agency utilize the National Integrated Ballistic Information Network (NIBIN)?

Does your agency have a dedicated or specific investigator to investigate reported hate crimes?

CONTINUATION OF PROJECT AFTER FEDERAL FUNDING ENDS

Instructions for the Continuation of Project after Federal Funding Ends:

Applicants must plan to retain all sworn officer positions awarded under your COPS Office hiring award for a minimum of 12 months at the conclusion of 36 months of federal funding for each position. The retained COPS Office-funded positions should be added to your agency's law enforcement budget with state and/or local funds at the end of award funding, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the award. These additional position(s) must be retained using state, local, or other nonfederal funding only. The retention period may begin during the five year period of performance of the award, and may extend beyond the end date of the award. You may not use funds awarded by other federal awards to cover the costs of retention. At the time of award application, applicants must affirm that they plan to retain the positions and identify the planned source(s) of retention funding. We understand that your agency's source(s) of retention funding may change during the life of the award. Your agency should maintain proper documentation of any changes in the event of an audit, monitoring or other evaluation of your award compliance. Please refer to the frequently asked questions on retention which can be found here <https://cops.usdoj.gov/chp>.

Note: Agencies that do not plan to retain all the positions awarded under this award are ineligible to receive

CHP funding.

Will your agency plan to retain any additional positions awarded under this award for a minimum of 12 months at the conclusion of federal funding for each position?

Please identify the source(s) of funding that your agency plans to utilize to cover the costs of retention: (check all that apply)

If other, please provide a brief description of the source(s) of funding not to exceed 500 characters.

If your agency received CHP funding prior to October 1, 2018, please certify that your agency has or is retaining any CHP-funded officers for the required 12-month retention period.

OFFICIAL PARTNER(S) CONTACT INFORMATION

Instructions:

An official "partner" under the award may be a governmental, private, school district, or other applicable entity that has established a legal, contractual, or other agreement with the applicant for the purpose of supporting and working together for mutual benefits of the award.

Partner 1

Title:

First Name:

Last Name:

Name of Partner Agency (e.g., Smithville Community Center):

Type of Partner Agency (e.g., School District):

Street1:

Street2:

City:

State:

Zip/Postal Code:

Phone:

Email Address:

Partner 2

Title:

First Name:

Last Name:

Name of Partner Agency (e.g., Smithville Community Center):

Type of Partner Agency (e.g., School District):

Street1:

Street2:

City:

State:

Zip/Postal Code:

Phone:

Email Address:

Partner 3

Title:

First Name:

Last Name:

Name of Partner Agency (e.g., Smithville Community Center):

Type of Partner Agency (e.g., School District):

Street1:

Street2:

City:

State:

Zip/Postal Code:

Phone:

Email Address:

28 CFR PART 23 (CRIMINAL INTELLIGENCE)

REVIEWS AND CERTIFICATIONS

Certification of Review of 28 C.F.R. Part 23/Criminal Intelligence Systems:

Please review the Application Resource Guide for additional information.

Please check one of the following, as applicable to your agency's intended use of this award:

CERTIFICATION OF REVIEW AND REPRESENTATION

By checking the box, the applicant indicates he or she understands that the signatures of the Law Enforcement Executive / Agency Executive, Government Executive / Financial Official, and the Person Submitting this Application on the Reviews and Certifications represent to the COPS Office that: 1. the applicant will comply with all legal, administrative, and programmatic requirements that govern the applicant for acceptance and use of federal funds as outlined in the applicable COPS Office Grant Application Guide, the COPS Office award owner's manual, the DOJ Financial Guide, Assurances, Certifications and all other applicable program regulations, laws, orders, and circulars; 2. the applicant understands that as a general rule COPS Office funding may not be used for the same item or service funded through another funding source? and 3. the applicant and any required or identified official partner(s) listed in this application mutually agreed to this partnership prior to submission.

ACKNOWLEDGEMENT OF ELECTRONIC SIGNATURE

By checking the box, the applicant indicates that he or she understands that the use of typed names in this application and the required forms, including the Assurances, Certifications, and Disclosure of Lobbying Activities form, constitute electronic signatures and that the electronic signatures are the legal equivalent of handwritten signatures. I understand.

**COUNCIL BILL 54
ORDINANCE 2021-54
AN ORDINANCE
APPROVING THE GRANT
AGREEMENT BETWEEN
THE COLORADO
DIVISION OF CRIMINAL
JUSTICE AND THE CITY
OF BLACK HAWK IN THE
AMOUNT OF \$56,495.00
FOR BODY WORN
CAMERAS**

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

COUNCIL BILL NUMBER: CB54

ORDINANCE NUMBER: 2021-54

TITLE: AN ORDINANCE APPROVING THE GRANT AGREEMENT BETWEEN THE COLORADO DIVISION OF CRIMINAL JUSTICE AND THE CITY OF BLACK HAWK IN THE AMOUNT OF \$56,495.00 FOR BODY WORN CAMERAS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, GILPIN COUNTY:

Section 1. The City of Black Hawk hereby approves the Grant Agreement between the Colorado Division of Criminal Justice and the City of Black Hawk in the amount of \$56,495.00 for body worn cameras, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City.

Section 2. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 8th day of December, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Body-Worn Camera Grant

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE Ordinance 2021-54, an Ordinance approving the Grant Agreement between the Colorado Division of Criminal Justice and the City of Black Hawk in the amount of \$56,495.00 for Body Worn Cameras

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

BHPD applied for a state grant for body-worn cameras. We were awarded \$56,495.00. We are asking for approval to take this grant for our program's benefit.

BHPD is in need of upgrading our current cameras and will be using a 5 year payment plan.

AGENDA DATE: December 8, 2021

WORKSHOP DATE: N/A

FUNDING SOURCE: City pre-approved Budget for 2022 and Colorado Division of Criminal Justice

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

STAFF PERSON RESPONSIBLE: Commander Cooper and Commander Jantz

DOCUMENTS ATTACHED: Letter of Allocation

RECORD: ☐ Yes ☒ No

CoBH CERTIFICATE OF INSURANCE REQUIRED ☐ Yes ☒ No

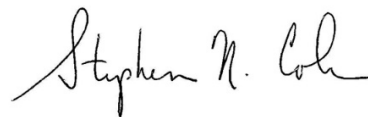
CITY ATTORNEY REVIEW: ☒ Yes ☐ N/A

SUBMITTED BY:



Michelle Moriary, Chief of Police

REVIEWED BY:



Stephen N. Cole, City Manager



Commander Troy Cooper
City of Black Hawk Police Department

Dear Commander Cooper:

Thank you for submitting an application for state funding to help Colorado law enforcement agencies purchase body-worn cameras this fiscal year. The Office of Adult and Juvenile Justice Assistance (OAJJA) received responses from over 100 agencies, which collectively identified over 3,600 law enforcement officers who require body-worn cameras.

We are happy to inform you that programs requesting funds to outfit officers with body-worn cameras will receive \$1,100 for each camera required, as well as a set amount for storage and allowable accessories. We determined these amounts based on the information contained in the Intents to Apply. Programs that did not indicate a need to outfit officers with cameras will be allocated a set amount for accessories and/or one year of storage and licensures, depending on their indicated need.

Your agency's total allocation will be \$56,495 from these state funds.

Do not incur any expenses for which you plan to be reimbursed, as state funds cannot retroactively pay for anything.

These state funds cannot be used to pay for a long-term storage plan or any commitment after this fiscal year ending June 30, 2022. Personnel costs and the purchase of any weapons as defined by Colorado Revised Statute will not be allowed in the Body-worn Camera grant program. OAJJA staff will review your grant application and let you know if there are any necessary adjustments needed to comply with State Controller fiscal rules.

Thank you for all that you do to keep Coloradans safe, and for your commitment to transparency and accountability through body-worn camera programs. It is an honor to serve you through this grant program.

Sincerely,
Kate Ferebee
Grant Manager
Office of Adult and Juvenile Justice Assistance
Colorado Division of Criminal Justice
kate.ferebee@state.co.us | 720.591.1710 (calls typically returned within 3 business days)



**COUNCIL BILL 55
ORDINANCE 2021-55
AN ORDINANCE
ADOPTING THE BLACK
HAWK EMPLOYEE
HANDBOOK DATED
JANUARY 1, 2022**

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

COUNCIL BILL NUMBER: CB55

ORDINANCE NUMBER: 2021-55

**TITLE: AN ORDINANCE ADOPTING THE BLACK HAWK EMPLOYEE
HANDBOOK DATED JANUARY 1, 2022**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK,
GILPIN COUNTY:

Section 1. Pursuant to Article VIII, Section 18 of the City of Black Hawk Home Rule Charter, the City of Black Hawk Employee Handbook, dated January 1, 2022, attached hereto as **Exhibit A** and incorporated herein by this reference, is hereby adopted by the City Council.

Section 2. Nothing in the approval of this Ordinance and the adoption of the City of Black Hawk Employee Handbook, dated January 1, 2022, shall be construed to modify the authority of the City Manager to enter into employment agreements with department directors consistent with Section 2-42(d) of the City of Black Hawk Municipal Code.

Section 3. All previous versions of the City of Black Hawk Employee Handbook are hereby deleted in their entirety.

Section 4. Safety Clause. The Board of Aldermen hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Aldermen further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 5. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 6. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 8th day of December, 2021.

David D. Spellman
Mayor

ATTEST:

Melissa A. Greiner, CMC
City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Proposed Amendment to Black Hawk Employee Handbook adopted December 8, 2021 to be effective January 1, 2022.

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE Council Bill 55, An Ordinance Amending the Black Hawk Employee Handbook Dated January 1, 2022.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Pursuant to Section 206 of the Employee Handbook, Amendments to Policies of the current Employee Handbook, the City Manager recommends the proposed changes to the Employee Handbook to be effective January 1, 2022.

AGENDA DATE: December 8, 2021

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

STAFF PERSON RESPONSIBLE: Melissa Greiner
City Clerk/Administrative Services Director

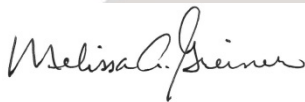
DOCUMENTS ATTACHED: Draft Employee Handbook

RECORD: ☐ Yes ☒ No

CITY ATTORNEY REVIEW: ☒ Yes ☐ N/A

SUBMITTED BY:

REVIEWED BY:



Melissa A. Greiner, CMC
City Clerk
Administrative Services Director

Stephen N. Cole
City Manager

101 NATURE OF EMPLOYMENT

The City of Black Hawk (City) generally does not offer individual employees a formal employment contract with the City. Employment is “at will,” meaning that the employee or the City may end employment at any time for any lawful reason.

No supervisor or other representative of the City, other than the City Council, has the authority to enter into any agreement guaranteeing employment for any specific period. No such agreement shall be enforceable unless it is in writing, approved by the City Council and signed by the Mayor and the employee.

This Employee Handbook is not a contract. It does not create any agreement, express or implied, guaranteeing employees any specific terms or conditions of employment. Nothing contained in this Handbook shall be construed as creating a contract guaranteeing employment for any specific duration. Neither does it obligate employees to continue employment for a specific period of time. Unless an employee has entered into an employment agreement that supersedes this document, either the employee or the City may terminate the employment relationship at any time. Neither does the Handbook guarantee any prescribed process for discipline and discharge. The provisions of the Handbook have been developed by management and adopted by City Council and supersede all existing policies and practices. These provisions may be amended or cancelled at any time at the City's sole discretion.

102 EMPLOYEE RELATIONS

The City believes the working conditions, wages, and benefits it offers its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisors.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that the City fully demonstrates its commitment to employees by responding effectively to employee concerns.

103 EQUAL EMPLOYMENT OPPORTUNITY

The City of Black Hawk fully supports the Equal Employment Opportunity regulations and intent. The City of Black Hawk provides equal employment to all employees, applicants, and candidates for employment without regard to race, creed, color, religion, age, sex, pregnancy, national origin, disability status, genetics, protected veteran status, sex (including pregnancy), sexual orientation, gender identity or expressions, (including transgender status), age (40 or older), genetic information, marriage to a co-worker (within parameters listed in Section

106), ~~physical or mental disability, religion, Vietnam era or veteran status, national origin, or~~ any other status protected by federal, state, or local laws.

~~Equal~~ This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training. ~~Employment Opportunity includes, but is not limited to, hiring, training, promotion, transfer, demotion, and termination.~~

~~It is the City of Black Hawk's intent that all employees benefit from a safe work environment free from all forms of discrimination including harassment. Discrimination or harassment based on race, creed, color, sex (including pregnancy), sexual orientation (including transgender status), age (40 or older), genetic information, marriage to a co-worker (within parameters listed in Section 106), physical or mental disability, religion, Vietnam era or veteran status, national origin, retaliation for engaging in protected activity, or any other status protected by law is considered a violation of its policies and practices.~~

The City of Black Hawk believes that it is all employees' singular and collective responsibility to deal fairly and honestly with their peers, subordinates, and superiors as well as applicants to ensure a work environment free of discrimination.

Any employee, applicant, or candidate who feels that they have been discriminated against based on any of the forms of discrimination and/or harassment set forth above, or any other status protected by law shall without fear of reprisal:

- **If employed**, contact the: 1) Immediate Supervisor or 2) Department Head or 3) City Manager in the respective order shown, unless the situation warrants skipping a level of supervision (i.e., where the perpetrator of alleged discriminatory action(s) is the Supervisor).
- **If an applicant or candidate**, contact Employee Services or the City Manager.

The City of Black Hawk will, upon receipt of information that may not reflect support of its Equal Employment Opportunity practices, investigate the circumstances and if needed, take appropriate actions to eliminate the persistence of such circumstances. The employee or applicant may be asked to provide additional information for the investigation. The City will attempt to maintain confidentiality of the situations and parties involved, but it makes no guarantee of absolute anonymity. Employees and external parties may be provided with information on a "need to know" basis as a part of the investigative process. Proof of either discrimination or a false accusation may result in termination of employment for employees and/or legal action for employees, applicants, and/or candidates.

104 RECRUITMENT & HIRING

Recruitments

The City's primary goal when recruiting new employees is to fill vacancies with persons who have the best available skills, abilities, or experience needed to perform the work. Decisions regarding the recruitment, selection, and placement of employees are made on the basis of job-related criteria.

The City offers current employees transfers or promotions when appropriate. Management prefers to hire from within and will first consider current employees with the necessary qualifications, skills, and abilities to fill vacancies.

To be considered for a vacant position, current employees must have completed their introductory period, have a satisfactory performance record, and have no disciplinary actions. Management retains the discretion to make exceptions to the policy.

Job Announcements

Internal Announcement Posting:

Announcements for vacancies of City positions will first be posted internally in City offices for at least five (5) working days when an opening becomes available.

Public Announcement Posting:

Announcements for vacancies of City positions (including contract positions), that cannot be filled from within, shall be posted by Employee Services for at least five (5) working days with the City Clerk's Office. Advertisements shall be placed in approved publications and online services when necessary to attract qualified applicants.

Employment Applications

All applicants for a vacant position with the City shall complete a City Application for Employment. Certain positions may require resumes as well.

The City relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the City's exclusion of the individual from further consideration for employment, or, if the person has been hired, termination of employment.

105 DISQUALIFICATION OF APPLICANTS

An applicant may be disqualified for consideration of employment when any of the following factors exist:

- 1) They do not possess the minimum qualifications for the job;
- 2) They are not physically or mentally fit to perform the functions of the position, or if a person with a disability is unable to perform the essential functions of the position with or without reasonable accommodation;
- 3) They have demonstrated an unsatisfactory employment record or personal record as evidenced by the results of a background or reference check;
- 4) They have given false information in their application or practiced deception during the selection process; or
- 5) Any lawful reason the City deems appropriate.

106 HIRING OF RELATIVES

In order to expand the pool of qualified applicants for an organization the size of the City of Black Hawk, the City allows the employment of immediate family members with the following conditions:

- 1) Immediate family members shall not work in the same department;
- 2) An immediate family member shall not directly or indirectly exercise any type of authority over the other immediate family member;
- 3) An immediate family member shall not audit, verify, receive, or be entrusted with moneys received or handled by the other immediate family member; and
- 4) An immediate family member shall not have access to the employer's confidential information, including payroll, and personnel records.

107 ELECTED OFFICIAL & STAFF RELATIONSHIPS

The City shall not hire immediate family of members of the City Council. If an immediate family member of an employee is elected or appointed to the City Council, the employee must resign their position with the City prior to the commencement of the term of office of the elected relative.

108 PERSONAL RELATIONSHIP POLICY

Objective

The City of Black Hawk strongly believes that a work environment where employees maintain clear boundaries between employee personal and business interactions is most effective for conducting business and enhancing productivity. Although this policy does not prevent the development of friendships or romantic relationships between certain co-workers, it does establish boundaries as to how relationships are conducted while on-duty and within the working environment; however, under certain circumstances, further defined below, such relationships are prohibited.

Individuals in supervisory or managerial roles, and those with authority over others' terms and conditions of employment, are subject to more stringent requirements under this policy due to their access to sensitive information, and their ability to affect the terms and conditions of employment of individuals in subordinate positions.

This policy does not preclude or interfere with the rights of employees protected by any applicable statute concerning the employment relationship.

Procedures

- 1) A "personal relationship" is defined as a relationship between individuals who have a continuing relationship of a romantic or intimate nature. Purely platonic cohabitation, such as a shared domicile for financial convenience, is not a violation of policy.
- 2) Employee off-duty conduct is generally regarded as private, as long as such conduct does not create interference with the workplace. Exceptions to this principle are:
 - a. Employees in a personal relationship shall not work in the same department;
 - b. Employees in a personal relationship shall not directly or indirectly exercise authority over the other employee in the personal relationship.
 - c. Employees in a personal relationship shall not audit, verify, receive, or be entrusted with moneys received or handled by the other employee in a personal relationship; and
 - d. Employees in a personal relationship shall not have access to employer's confidential information, including payroll and personnel records.
- 3) Any supervisor, manager, or other City official in a sensitive position with the City of Black Hawk, and employees working within the same department, must immediately disclose the existence of a romantic or intimate relationship with another co-worker. Disclosure may be made to the immediate supervisor or the Administrative Services Director.
- 4) During working time and in working areas, employees are expected to conduct themselves in an appropriate workplace manner that does not interfere with others or with overall productivity.
- 5) During non-working time, such as lunches, breaks, and before and after work periods, employees engaging in interactions in non-work areas should observe an appropriate workplace manner.
- 6) Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate by a reasonable person while anywhere on City premises, whether on-duty or not.

- 7) Employees who allow personal relationships with co-workers to affect the work environment adversely will be subject to appropriate corrective action. Failure to change behavior and maintain expected work responsibilities is viewed as a terminable matter.
- 8) With regard to Item 2, when a violation of policy, problem, or potential risk is identified, the City of Black Hawk will work with the parties involved to consider options for resolving the problem, such as transfer to other departments, if another position is available.
- 9) With regard to Item 2, if one or both parties refuse to accept a reasonable solution or to offer of alternative position in another department, if available, such refusal will be deemed a voluntary resignation from both parties.
- 10) Failure to cooperate with the City of Black Hawk to resolve a conflict or problem caused by a romantic or intimate relationship between co-workers or among managers, supervisors, or others in positions of authority over another employee in a mutually agreeable fashion may be deemed insubordination and cause for immediate termination.
- 11) Any concerns about the administration of this policy should be addressed to the Administrative Services Director.

109 MEDICAL EXAMINATIONS

To help assure that applicants are able to perform the essential functions of the job or employees are able to perform their duties safely, medical examinations may be required based on the requirements of the job.

After a Conditional Job Offer has been made to an applicant, the applicant will complete the Medical Review Form and a medical examination will be performed at the City's expense by a health professional of the City's choice. The offer of employment and assignment to duties is contingent upon satisfactory completion of the exam and Medical Review Form. For selected positions, psychological examinations may also be administered.

Current employees may be required to take medical examinations or periodic medical examinations as needed to determine fitness for duty. Such examinations will be scheduled at reasonable times and intervals and performed at the City's expense.

Information on an employee's medical condition or history will be kept separate from other employee information and maintained confidentially.

110 EMPLOYMENT REFERENCE CHECKS

Employee Services staff will respond to all reference check inquiries from other employers. Responses to such inquiries will be limited to factual information that can be

substantiated by the City's records to the extent allowed by the Colorado Open Records Act, C.R.S. section 24-72-200.1, *et seq.*, as the same may be amended from time to time, and other applicable provisions of Colorado law.

111 HARASSMENT POLICY

The City of Black Hawk fully supports the Equal Employment Opportunity regulations. It is the City of Black Hawk's intent that all employees enjoy a safe work environment free from all forms of discrimination including harassment. Discrimination, inappropriate behavior or harassment based on race, creed, color, sex (including pregnancy), sexual orientation (including transgender status), age (40 or older), genetic information, marriage to a co-worker (within parameters listed in Section 106), physical or mental disability, religion, Vietnam era or veteran status, national origin, or any other status protected under applicable federal, state, or local law is considered a violation of its policies and practices.

The City of Black Hawk believes it is all employees' singular and collective responsibility to deal fairly and honestly with their peers, subordinates, and superiors as well as applicants to ensure a work environment free of discrimination and harassment. Disrespect for or abuse of anyone's dignity through verbal, physical, or visual slurs of a sexual or intimidating nature through derogatory or other inappropriate conduct is unacceptable and may result in termination of employment.

Sexual harassment is a specific form of discrimination/harassment that undermines the integrity of the employment relationship. The City of Black Hawk will not tolerate harassment by City of Black Hawk employees or by those who work with the City of Black Hawk including suppliers, general public, consultants, or any other vendors. Unwelcome sexual advances, requests of sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when one or more of the following examples exist:

- 1) Submission to such conduct is either explicitly or implicitly a term or condition of an individual's employment.
- 2) Submission to or rejection of the conduct is the basis for an employment decision affecting the employee.
- 3) The conduct substantially interferes with an employee's work performance or creates an intimidating, hostile, or offensive work situation or atmosphere.

Harassment and/or discrimination based on race, creed, color, sex (including pregnancy), sexual orientation (including transgender status), age (40 or older), genetic information, marriage to a co-worker (within parameters listed in Section 106), physical or mental disability, religion, Vietnam era or veteran status, national origin, or any other factors protected by law undermines the employment relationship. Harassment may take the form of verbal or physical conduct that disparages, threatens, or shows aversion to an individual because of the aforementioned factors. Harassment may also

include slurs, jokes, degrading comments, degrading pictures, degrading symbols, or other written, verbal, or physical conduct because of the aforementioned factors. This form of harassment may exist if one or all of the following exist:

- 1) The conduct substantially interferes with an employee's work performance or creates an intimidating, hostile, or offensive work situation or atmosphere.
- 2) The conduct adversely affects an employee's employment or work opportunities.

Any employee, applicant, or candidate, who feels that they may have encountered harassing circumstances, shall **without fear of reprisal** contact City of Black Hawk management as outlined below.

- 1) **If employed**, contact the: 1) Immediate Supervisor or 2) Department Head or 3) City Manager in the respective order shown, unless the situation warrants skipping a level of supervision.
- 2) **If an applicant or candidate**, contact the City Manager.
- 3) **If the City Manager is a party**, contact the City Attorney.

The City of Black Hawk will, upon receipt of information that indicates a possible lack of support of its Equal Employment Opportunity practices, investigate the circumstances and if needed, take appropriate actions to eliminate the persistence of such circumstances. The employee, applicant, or candidate may be asked to provide additional information for the investigation. The City of Black Hawk will attempt to maintain confidentiality of the situations and parties involved, but it makes no guarantee of absolute anonymity. Employees and external parties may be provided with information on a "need to know" basis as a part of the investigative process. Proof of discrimination, harassment, or a false accusation may result in termination of employment for employees and/or legal action for employees, applicants, and/or candidates.

112 WORKPLACE VIOLENCE POLICY

The City is committed to providing a safe workplace for all employees. To ensure a safe workplace and to reduce the risk of violence, all employees shall review and understand all provisions of this workplace violence policy.

Prohibited Conduct

The City does not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities.

This list of behaviors, while not inclusive, provides examples of conduct that is prohibited:

- 1) Causing physical injury to another person;
- 2) Making threatening remarks;
- 3) Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
- 4) Intentionally damaging employer property or property of another employee;
- 5) Possession of a weapon while on-duty unless required in the performance of duties (*i.e.*, Police Officers). See Section 701, Employee Conduct & Work Rules, #12; and
- 6) Committing acts motivated by, or related to, sexual harassment or domestic violence.

Reporting Procedures

Any potentially dangerous situations **must** be reported immediately to any supervisor, Department Director, or the Chief of Police. Reports can be made anonymously and all reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need-to-know basis. All parties involved in a situation will be counseled and the results of investigations will be discussed with them. The City will actively intervene at any indication of a possibly hostile or violent situation.

Risk Reduction Measures

Hiring: Staff with hiring authority will take reasonable measures to conduct background investigations to review candidates' backgrounds and reduce the risk of hiring individuals with a history of violent behavior.

Safety: The City conducts annual inspections of the premises to evaluate and determine any vulnerability to workplace violence or hazards. Any necessary corrective action will be taken to reduce all risks.

Individual Situations: While the City does not expect employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform any supervisor, Department Director, and the Chief of Police if any employee exhibits behavior which could be a sign of a potentially dangerous situation. Such behavior includes:

- 1) Discussing weapons or bringing them to the workplace;
- 2) Displaying overt signs of extreme stress, resentment, hostility, or anger;
- 3) Making threatening remarks;
- 4) Sudden or significant deterioration of performance; or
- 5) Displaying irrational or inappropriate behavior.

Dangerous/Emergency Situations

Employees who confront or encounter an armed or dangerous person shall not attempt to challenge or disarm the individual. Employees shall remain calm, make constant eye contact and talk to the individual. If a supervisor can be safely notified of the need for assistance without endangering the safety of the employee or others, such notice shall be given. Otherwise, the employee shall cooperate, follow the instructions given and notify the Police as soon as possible.

Enforcement

Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts may be subject to termination of employment. Non-employees engaged in violent acts on the City's premises will be reported to the proper authorities and fully prosecuted.

113 WORKPLACE BULLYING POLICY

The City of Black Hawk's policy is to promote a work environment free from workplace bullying. A safe work environment is the responsibility of all employees, and employees are responsible for making their personal safety and the safety of others in the workplace a priority.

Bullying is defined as the repeated, health-endangering mistreatment of a person on-duty by a co-worker, supervisor/manager, or customer. The mistreatment may involve repeated acts of:

- 1) Shouting, yelling, screaming, or swearing;
- 2) Insults, put-downs, name-calling, or belittling;
- 3) Public humiliation, criticism, or scolding;
- 4) Cruel or offensive pranks, jokes; or
- 5) Physical behavior, such as pushing, blocking, or tripping.

Cyber-bullying is defined as the intentional and repeated mistreatment of others through the use of technology, such as computers, cell phones and other electronic devices. Cyber-bullying involves the use of information and communication technologies to support deliberate, repeated, and hostile behavior by an individual or group that is intended to harm others. The City imposes certain responsibilities and obligations subject to City policies, and local, state, and federal laws. In making appropriate use of City's computing resources, employees are not permitted to use mail or messaging services to harass, intimidate, or otherwise annoy another person, for example, by broadcasting unsolicited messages, or sending unwanted mail. If the City is made aware that cyber-bullying/harassment is taking place through the use of the City's

services, and/or personal technological devices, such actions will result in, but not limited to, corrective action up to and including termination. The corrective actions taken by the City does not shield from any criminal charges that may be taken against the harasser.

Such conduct by City employees is prohibited and may result in termination of employment and, where appropriate, referral for prosecution by legal authorities.

An employee who observes or has knowledge of any conduct listed above shall immediately report the same to any supervisor or Department Director. Complaints will be investigated promptly and follow-up action taken as determined appropriate. To the extent feasible, complaints and investigations will be handled in a confidential manner and anonymity preserved.

114 OUTSIDE EMPLOYMENT

Employees may hold outside jobs as long as they continue to meet the performance standards of their jobs with the City. Employees shall consider the impact that outside employment may have on their health and physical endurance. All employees will be held to the City's performance standards and will be subject to the City's scheduling demands, regardless of any outside work requirements.

If the City determines that an employee's outside work interferes with performance or the ability to meet the requirements of the City as they are modified from time to time, the employee may be asked to terminate the outside employment if they wish to remain employed by the City.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside the City for materials produced or services rendered while performing their jobs.

Requests for approval of outside employment must be made in writing and submitted to the Department Director (who may develop more restrictive requirements) for consideration.

201 EMPLOYMENT CATEGORIES

It is the intent of the City to clarify the definitions of employment classifications so that employees understand their employment status and benefits eligibility.

Each employee is designated as either NON-EXEMPT or EXEMPT from federal and state wage and hour laws. Non-exempt employees are entitled to overtime pay under the specific provisions of federal and state laws. Exempt employees are excluded from specific provisions of federal and state wage and hour laws.

In addition to the above categories, each employee will be classified to one other employment category:

FULL-TIME employees are those who are not in an introductory status and who are regularly scheduled to work the City's full-time schedule. Generally, they are eligible for the City's benefits package, subject to the terms, conditions, and limitations of each benefit program.

PART-TIME employees are those who are not assigned to an introductory status and who are scheduled to work less than 30 hours per week. While they do receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they are ineligible for the City's other benefit programs.

INTRODUCTORY employees are those full-time or part-time employees whose performance is being evaluated to determine whether further employment in a specific position, or with the City, is appropriate. Employees who satisfactorily complete the introductory period will be notified of their new employment classification. Generally, introductory full-time employees are eligible for the City's benefit package, subject to the terms, conditions, and limitations of each program, and the annual market adjustment if awarded. ~~Introductory employees (excluding Communications and Police officers completing six months of service) are not eligible for annual bonus awards.~~ (See Sections 210 and 212).

202 APPLICATIONS – AUTHORITY

The guidelines set forth in this chapter shall be applicable to all classified employees of the City to the extent of and according to the provisions hereinafter set forth, except as otherwise provided by ordinance or statute or the City Charter.

203 RULES SUBORDINATE TO STATE LAW & RULES OF COURT

Notwithstanding any other provisions of this chapter, the Personnel Policies will be subject to and subordinate to state statute and controlling judicial decisions.

204 PREROGATIVES RESERVED

The City of Black Hawk has and retains all rights to manage its business whether heretofore or hereafter exercised and regardless of the frequency or infrequency of its exercise, including but not limited to the exclusive right in accordance with its judgment and subject to applicable statutes, ordinances, and regulations, to:

- 1) Hire, promote, discharge, retire, demote, transfer, assign, lay-off, and recall employees to work;
- 2) Ascertain the employee's skill, ability, efficiency, and qualifications and otherwise evaluate performance;
- 3) Determine the starting and quitting times, the number of hours on the shift to be worked, days off to be taken, and the number of hours in the employee's work week;
- 4) Revise, eliminate, combine, or establish new jobs and classifications;
- 5) Maintain the efficiency of employees, control and regulate the use of equipment, and other property of the City;
- 6) Close down or expand the operation of the City or any part thereof and reduce, alter, combine, transfer, or cease any department operation or service;
- 7) Determine the number, size, location, and operation of facilities and departments or groups thereof;
- 8) Subcontract and determine the services to be rendered, bought, or sold;
- 9) Determine the assignment of work and the size and composition of the workforce;
- 10) Make, change, and enforce rules, policies and practices not in conflict with the provisions of these policies;
- 11) Establish quality standards; and
- 12) Introduce technological changes, new, improved or modified services, methods, techniques and equipment, and otherwise generally manage the operation and direct and supervise the workforce.

205 VIOLATION OF EMPLOYEE GUIDELINES

Violation of any of the employee guidelines will not be tolerated. Any employee who believes that they have been treated unjustly may file a grievance in accordance with procedures established within these policies.

206 AMENDMENTS TO POLICIES

Amendments to these Personnel Policies may be proposed by the City Manager to the City Council as required. All amendments shall become effective upon adoption by the City Council or on such date as the City Council shall designate.

207 ADMINISTRATIVE PROCEDURES

The City Manager, at any time deemed necessary or proper for the purpose of enforcement or implementation of these policies, may adopt, amend, or rescind written administrative procedures, rules, or regulations consistent with these policies. Such procedures, rules, or regulations shall be effective on the dates specified by the City Manager, provided that such procedures, rules, or regulations shall be circulated to City Council and all Department Directors prior to the effective date thereof. Copies of such procedures, rules, or regulations shall be located ~~with each department within the City and online~~ placed on record in the City Clerk's office, together with these Policies, the same to be open to public inspection during normal office hours.

208 ACCESS TO PERSONNEL FILES

The City maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance, and salary increases, and other employment records.

Personnel files are the property of the City and access to the information they contain is restricted. Generally, only supervisors and management personnel of the City who have a legitimate reason to review information in a file are allowed to do so. Release of the contents of the personnel file will be done in accordance with the provisions of the Colorado Revised Statutes, 1973, section 24-72-201, *et seq.*, as amended. In the event of any conflict between these policies and the requirements of the Colorado Open Records Act, the Act shall control.

Employees who wish to review their own files shall contact Employee Services. With reasonable notice, employees may review their own personnel files in the City's offices and in the presence of an individual appointed by the City to maintain the files. Employees may and are encouraged to review their file periodically.

209 PERSONNEL DATA CHANGES

It is the responsibility of each employee to promptly notify the City of any changes in personnel data **within ten (10) business days of the change**. Personal mailing addresses, home and cellular telephone numbers, names of dependents, individuals to

be contacted in the event of an emergency, educational accomplishments, and other such status reports shall be accurate and updated as needed.

210 INTRODUCTORY PERIOD

The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The City uses this period to evaluate employee capabilities, work habits, and overall performance to see if the new employee meets the City's expectations.

Every employee who is appointed into a full-time or part-time position must serve an introductory period. The introductory period applies, irrespective of starting pay, and will last ~~six (6) months, excluding Communications Officers who will have an introductory period of twelve (12) months and Police Officers who will have an introductory period of eighteen (18) months~~. During said introductory period, specific goals and expectations with standards pertaining to the employee's performance and other job-related criteria will be presented to the introductory employee and periodic reviews will take place during the period.

All new and rehired employees work on an introductory basis for the first ~~six (6) months~~ (twelve ~~[(12)]~~ ~~for Communications Officers and eighteen [18] months for Police Officers~~) after their date of hire, including existing City employees who transfer or are promoted to a new position (excluding horizontal transfers). Any significant absence will automatically extend an introductory period by the length of the absence. Additionally, if the City determines that the designated introductory period does not allow sufficient time to evaluate the employee's performance thoroughly, the introductory period may be extended for a period not to exceed an additional six (6) months.

During the initial introductory period, new employees are eligible for those benefits that are required by law. They may also be eligible for other City-provided benefits, subject to the terms and conditions of each benefits program. Employees shall read the information for each specific benefit program for the details on eligibility requirements.

Introductory employees shall not receive any pay adjustment or increase during the first ~~six (6) months~~ ~~twelve (12) months~~ of the initial introductory period, excluding market adjustment, if awarded. ~~Communications and Police Officers serving a twelve (12) and eighteen (18) month introductory period, respectively, will be eligible to receive any pay adjustment or increase after the first six (6) months of their eighteen (18) month introductory period (excluding market adjustment and tenure awards if applicable).~~ Additionally, employees shall not be promoted above the position for which the employee was hired nor receive a transfer during the initial introductory period, unless approved by the City Manager.

Upon satisfactory completion of the initial introductory period, employees enter the appropriate employment classification.

211 COMPENSATION PHILOSOPHY

The City strives to be a cutting-edge employer of choice; a city where employees thrive, local businesses succeed, and residents and guests enjoy. Everything the City does is for the benefit of people—our employees, our business community, our residents, and our guests. We demonstrate this through our history as pioneer leaders during our mining era and in our current unique business environment. We value our employees and their contributions to our City's success.

The compensation system must be flexible enough to ensure that the City is able to recruit and retain a highly qualified workforce, while providing the structure necessary to manage the overall compensation program effectively.

212 COMPENSATION POLICY

As an employer, the City believes it is in the best interest of both the organization and our employees to fairly compensate our workforce for the value of the work provided. The City will use a compensation system that will determine the current market value of a position based on the skills, knowledge, and behaviors required of a fully competent individual, based on an annual survey of comparable cities' compensation plans in determining salary ranges and annual market adjustments as follow:

Competitive Set:

The Competitive Set is comprised of target municipalities in the Denver metro area in direct competition for employment with similar job descriptions as the City of Black Hawk.

Salary Range:

The City of Black Hawk's salary range is an important component of our effective compensation program and helps ensure that pay levels for the City's jobs are competitive externally and equitable internally. The salary range controls overall base salary cost by providing a cap on the range paid for particular jobs. The salary range was established with entry levels 10% higher than the average of like positions within the competitive set. A range of 30% is the span between the minimum and maximum base salary paid by the City of Black Hawk. The City may, from time to time, review starting salaries if it is apparent the market has changed for given positions.

Supervisors and Department Directors have the latitude to compensate new employees as much as ~~fifteen~~fifty percent (~~45~~50%) above the starting salary (salary mid-range) for each position, with City Manager approval.

Annual Salary Adjustment Review:

- The annual salary adjustment review will match *existing positions* to the local market through an annual survey of data collected from the Competitive Set.
- In order for a position to be included in the annual survey, there must be enough comparable positions within the Competitive Set to establish accurate data for the position.
- The average starting salaries of the Competitive Set will be compared to the previous year's average starting salaries to establish movement from the previous year.
- All employees will receive an Annual Salary Adjustment equal to the overall average percentage increase, if an increase is reflected in the survey and if approved by City Council. In other words, all employees will receive the same Annual Salary Adjustment percentage, if approved by City Council.
- Employees at or above the maximum salary range will not receive the annual salary adjustment for as long as their salary exceeds the maximum of the range.
- The Annual Salary Adjustment will be effective January 1 of each year.

Annual Bonus Program:

~~The Black Hawk City Council will review and adopt the recommended bonus program as part of the annual budgetary process. Bonus programs are dependent upon the City's fiscal soundness and are no way guaranteed to be awarded each year.~~

Transfers, Promotions, Demotions, Introductory Period, and Introductory Bonus

- ~~Newly hired employees~~ — upon successfully completion of their introductory period, will receive a 2.5% increase in their base salary including newly hired Communication Officer II; Fire Engineer; Police Officer IV; and Utility Operator IV. Newly hired Communications Officer I; Firefighter, Senior Firefighter; Police Officer I, II, III; and Utility Operator I, II, III positions are excluded from this program.
- ~~Current employees~~ — announcements for vacancies for City positions will first be posted internally in City offices for at least five (5) working days when openings become available:
- **Vertical Promotion with or without Supervision** – Employee moves to a different position which has a higher starting salary, the position may or may not be is considered supervisory, brings greater responsibility ~~and pay~~, together with a change in the nature of the job:
 - Shall be subject to the application process;

- Shall move to the minimum of the new pay range or 5% increase in base pay, whichever is greater (not to exceed the maximum of the new pay range);
 - Shall serve an introductory period;
 - ~~Shall be eligible for 2.5% Introductory Bonus.~~
- **Level Advancement Horizontal Promotion** – Employee moves to next level of their current position upon fulfillment of promotion criteria—~~i.e. Communication Officer I to Communications Officer II; Firefighter to Senior Firefighter, Police Officer I, to Police Officer II, Police Officer II to Police Officer III, Police Officer III to Police Officer IV; Utility Operator I to Utility Operator II, Utility Operator II to Utility Operator III, Utility Operator III to Utility Operator IV:~~
 - Shall not be subject to the application process;
 - Shall receive 5% increase in pay;
 - Shall not serve introductory period;~~Is not eligible for 2.5% Introductory Bonus~~

Transfers

- **Vertical Transfer *without* Supervision** – Employee moves to a different position which has ~~a higher or~~ lower beginning salary, together with a change in the nature of the job:
 - Shall be subject to the application process;
 - Shall move to the minimum of the new pay range if current salary is below the new position's pay range;
 - Shall keep current salary if above the minimum of the new pay range (not to exceed the maximum of the new pay range);
 - Shall take a reduction in pay to the top of the new pay range if current salary is above the pay range for the new position;
 - Shall serve an introductory period;~~Eligible for the 2.5% Introductory Bonus upon successful completion of the introductory period. The Introductory Bonus will be a cash payout if the employee is at the maximum salary range.~~
- **Lateral Transfer** – Employee keeps the same position but moves to a different department—~~i.e. Administrative Assistant or Executive Administrative Assistant:~~
 - Shall be subject to the application process;
 - Shall keep current salary not to exceed the maximum of the pay range;
 - Shall serve an introductory period;
 - ~~Is not eligible for the 2.5% Introductory Bonus;~~

Demotions

- **Voluntary Demotion** – Employee voluntarily requests to move to a permanent position having a lower starting salary than previously worked. The new position will generally have a lower level of responsibility or required skill:
 - Salary for the new position is subject to review on a case by case basis but shall not exceed the maximum salary range of the new position;
 - Shall serve an introductory period;
 - ~~Is not eligible for the 2.5% Introductory Bonus~~
- **Involuntary Demotion** – Employee is permanently reassigned to a position with a lower starting salary than worked previously provided a suitable position is available. The new position will generally have a lower level of responsibility or required skill.
 - Shall not be subject to the application process;
 - Salary for the new position is subject to review on a case by case basis but shall not exceed the maximum salary range of the new position;
 - Shall serve introductory period;
 - ~~Is not eligible for the 2.5% Introductory Bonus.~~

Longevity Adjustment

- ~~Upon completion of 5 years of full-time service with the City of Black Hawk, employees in good standing will be eligible for a one-time 5% salary increase on their 5 year anniversary, up to the maximum of their salary range.~~

Starting with an employee's 6 year first anniversary and every anniversary thereafter, an employee in good standing will receive a 42% salary increase up to the maximum of their salary range.

- Employees whose salaries exceed the established Salary Range will receive the Longevity Adjustment in a cash payout.
- Cash payouts qualify for the employer contribution into the employee's retirement plans.

213 SALARY ADVANCEMENT / SPECIAL CIRCUMSTANCES

Department Directors, upon special circumstances, may submit recommendations for salary advancement to the City Manager who shall have final authority with respect to the approval or disapproval of all recommended salary movement.

301 EMPLOYEE BENEFITS

Eligible employees at the City are provided a wide range of benefits. A number of the programs (such as Social Security, ~~w~~Workers' ~~e~~Compensation, and ~~u~~Unemployment ~~i~~nsurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon employee classification. Details of these benefit programs can be found elsewhere in the Employee Handbook.

Accruals of Paid Time Off (PTO)~~of vacation or, sick, and holiday~~ leave will not occur if the employee is absent from work in a non-paid status.

The Finance Department shall maintain records of annual leave and its use. Each Department Director shall develop and maintain a leave schedule for their employees.

302 PAID TIME OFF (PTO) BENEFITS

The City of Black Hawk recognizes that employees have diverse needs for time off from work, and, as such, the City has established this Paid Time Off (PTO) policy. Employees are accountable and responsible for managing their own PTO hours to allow for adequate reserves if there is a need to cover observed holidays, vacations, personal appointments, or other situations that require time off from work outside sick leave.

PTO is accrued upon hire or transfer into a benefits-eligible position. Eligible employee classifications:

- Full-time employees
- Introductory full-time employees

Eligible employees begin accruing PTO leave from the date of hire. Accruals are available for use in the pay period in which they are accrued. Eligible employees accrue PTO at the rates listed in the table below. The accrual rates are based on twenty-six (26) bi-weekly pay periods within the calendar year.

<u>Years of Service</u>	<u>Bi-Weekly Accrual Rate</u>	<u>Annual PTO Accrual</u>
<u>1-5 years</u>	<u>8.31 hours</u>	<u>(216 hours)</u>
<u>6-10 years</u>	<u>9.23 hours</u>	<u>(240 hours)</u>
<u>11+ years</u>	<u>10.77 hours</u>	<u>(280 hours)</u>

In the event that available PTO is not used by the end of the year, employees may carry unused time forward to the next calendar year. However, if an employee's PTO accrual balance is 320 hours or more on January 1 of the following year, biweekly accruals will be discontinued until such time as the PTO accrual balance is under 320 hours. Once below 320 hours, an employee will resume accumulation of PTO accruals without limit until the January 1 of the following year.

Employees are required to use available PTO when taking time off from work outside of sick leave. PTO may be taken in increments of as low as one-half (½) hour. Whenever possible, PTO must be scheduled at least two-weeks in advance. PTO is subject to supervisory approval, department staffing needs, and established departmental procedures.

When PTO is used, an employee is required to use PTO hours according to their regularly scheduled workday. For example, if an employee works a ten-hour day, they would request ten hours of PTO when taking that day off. PTO is paid at the employee's base rate. PTO is not part of any overtime calculation.

Employees may not borrow against their PTO banks; therefore, no advance leave will be granted without City Manager approval.

An employee will be paid upon resignation, separation, or retirement for all PTO hours accumulated but not used.

When an employee's PTO leave benefit accrues beyond 240 hours as of seven days prior to the first pay date in December of each year, and only in the event that the employee has completed five (5) years of service as a full-time employee, all hours above 240 may be cashed out or converted to sick leave at the employee's then current base rate in an amount equal to one (1) hour for every two (2) PTO hours accrued over the 240-hour minimum.

303 SICK LEAVE BENEFITS

The City provides paid sick leave benefits to all eligible employees for periods of temporary absence due to illnesses, injuries, or other medical reasons. Eligible employee classifications:

- Full-time employees
- Introductory full-time employees

Eligible employees will accrue sick leave benefits at the rate of ninety-six (96) hours per year. Sick leave begins accruing from the date of hire and is available for use in the pay period in which they accrue. Sick leave benefits accrue at a rate of 3.69 hours per pay period.

Paid sick leave may be used in minimum increments of one-half (½) hour. Eligible employees may use sick leave benefits for absences due to their own illness or injury or that of an immediate family member.

Employees who are unable to report to work due to illness or injury shall notify their direct supervisor at least one hour before the scheduled start of their workday if possible, and, in any event, as early as possible. The direct supervisor must also be contacted on each additional day of absence.

If an employee is absent for seven (7) or more consecutive calendar days due to illness or injury, a physician's statement shall be required, verifying the absence and its beginning and expected ending dates. Such verification may be requested for other sick leave absences and may be required as a condition to receive sick leave benefits.

As an additional condition of eligibility for sick leave benefits, employees must apply for any other available compensation and benefits, such as short-term/long-term disability and workers' compensation. Accrued leave benefits must be used to supplement any payments that an employee is eligible to receive from City-provided short-term/long-term disability insurance programs to bring the employee up to their base earnings (sick leave first, then vacation leave). Accrued leave benefits may be used to supplement any payments that an employee is eligible to receive from Workers' Compensation. The combination of any such disability payments and accrued leave benefits cannot exceed the employee's base weekly earnings.

Unused sick leave benefits will be allowed to accumulate until the employee has accrued a total of 480 hours of sick leave benefits. However, if an employee's sick leave benefit accrues beyond 240 hours as of seven days prior to the first pay date in December of each year, and only in the event that the employee has completed five (5) years of service as a full-time employee, all hours above 240 may be cashed out or converted to PTO at the employee's then -current wage rate in an amount equal to one (1) hour for every two (2) sick leave hours accrued over the 240-hour limit.

Employees must use other accrued leave for their own illness or injury or that of a family member only after sick leave accruals have been exhausted.

Employees may not borrow against their sick leave banks; therefore, no advance leave will be granted. Unused sick leave benefits will not be paid upon termination of employment.

VACATION BENEFITS

~~Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Employees in the following employment classifications are eligible to earn and use vacation time as described in this guideline:~~

- ~~• Full-time employees~~
- ~~• Introductory full-time employees~~

~~Paid vacation time accrues from the date of hire. The amount of paid vacation time employees receives increases with the length of their employment as shown in the following schedule.~~

VACATION ACCRUAL SCHEDULE

<u>YEARS OF ELIGIBLE SERVICE</u>	<u>VACATION HOURS PER YEAR</u>
----------------------------------	--------------------------------

- | | |
|--|----------------------|
| • Upon initial eligibility | 96 HOURS |
| • After completion of 5 years of service | 120 HOURS |
| • After completion of 10 years of service | 160 HOURS |

~~Vacation time will accrue each pay period based on the Vacation Accrual Earning Schedule and employee eligibility.~~

~~The length of eligible service is calculated on the basis of a "benefit year". This is the 12-month period that begins when the employee starts to earn vacation time. An employee's benefit year~~

~~may be extended for any significant leave of absence except military leave of absence. (See individual leave of absence policies for more information.)~~

~~Once employees enter an eligible employment classification, they begin to earn paid vacation time according to the schedule. They can request use of vacation time after it is earned.~~

~~Paid vacation time may be used in minimum increments of one-half (½) hour. To take vacation, employees must complete an authorized leave request and submit it to their supervisor for approval. It is suggested that employees give, at a minimum, two (2) weeks of notice for a vacation leave. Requests will be reviewed based on a number of factors, including City needs and staffing requirements.~~

~~In the event that available vacation is not used by the end of the benefit year, employees may carry unused time forward to the next benefit year. Unused vacation leave benefits will be allowed to accumulate until the employee has accrued a total of 40 days' worth (320 hours) of vacation leave benefits. However, when an employee's vacation leave benefit accrues beyond 30 days (240 hours) as of seven days prior to the first pay date in December of each year, and only in the event that the employee has completed five (5) years of service as a full-time employee, all days and portions of days above 30 days may be cashed out or converted to sick leave at the employee's then current wage rate in an amount equal to one (1) hour for every two (2) vacation leave hours accrued over the 30 day minimum. If the total amount of unused vacation time reaches a "cap" equal to three hundred twenty (320) hours (40 days), further vacation accrual will stop. When the employee uses paid vacation time and brings the available amount below the cap, vacation accrual will begin again.~~

~~Vacation time is only paid for time off and is paid at the employee's base wage rate at the time of vacation. Active employees may not cash out vacation time in lieu of time off. Vacation time will not be advanced before it is earned.~~

~~Upon termination of employment, employees will be paid for unused vacation time that has been earned through the last day of work. Employees who transfer from full-time employment to part-time employment will also be paid for unused vacation time.~~

3034 FLEXTIME / JOB SHARING

FLEXTIME SCHEDULING:

Flexible schedules are variable work hours requiring employees to work a standard number of core hours within a specified period of time, allowing employees greater flexibility in their starting and ending times or days of the week. Some considerations include the impact ~~to-on~~ City operations, eligibility criteria, length of time for an alternative schedule, i.e., seasonal or permanent, as determined by the Department Director.

Flextime arrangements may be suspended or cancelled at any time.

JOB-SHARING:

Subject to Department Director and City Manager approval, multiple part-time employees may split what would ordinarily be a single full-time position.

3054 HOLIDAYS

~~Holiday pay will be calculated based on the employee's straight-time wage (as of the date holiday time is taken) times the number of hours used. Eligible employee classifications:~~

- ~~• Full-time employees~~
- ~~• Introductory full-time employees~~

~~Holiday Bank: Holiday leave is provided to enable employees to enjoy periodic respite from their regular duties. Eligible employees shall be afforded the opportunity to take holiday leave.~~

~~Amount, Accrual, and Usage: Eligible employees are provided a Holiday Bank of eighty-eight (88) hours per year at the beginning of each calendar year. If an eligible employee is hired during the year, they will receive the number of holiday bank hours left during the remainder of that year. Holiday Banks must be used within the year earned and cannot be carried over from one year to the next. Paid holiday leave may be used in minimum increments of one-half (1/2) hour.~~

~~Effect of Holidays and Vacations: When a legal holiday falls during an employee's scheduled vacation, such holiday shall first be charged to the holiday bank and if no hours remain in the quarterly holiday bank then charged to the employee's annual vacation leave.~~

The City will recognize the following holidays ~~time off to eligible employees for the following holidays:~~

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving (fourth Thursday in November)
- Day after Thanksgiving
- Christmas Eve (December 24)
- Christmas (December 25)
- New Year's Eve (December 31)

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. If an eligible, non-exempt employee is required to work on an actual holiday, they will receive "Holiday Pay," which is defined as one-and-one-half (1½) their regular rate for the actual hours worked, up to the amount of hours recognized for that holiday (eight [8] hours for a full day). All hours worked on a holiday in excess of the recognized hours will be paid at the employee's straight-time rate.

Eligible non-exempt employees may elect to work on a designated holiday and retain their

~~holiday PTO leave hours~~ to use another day, with prior permission from their supervisor. However, in such case, the employee is not eligible for "Holiday Pay" and will be paid at their straight-time rate.

Essential personnel, including uniformed ~~fFire department~~ personnel, ~~pPolice~~ ~~eOfficers~~, ~~dispatchers~~ Communications Officers, and Public Works personnel who are necessary for the operation of the City will receive "Holiday Pay" for the actual holiday hours if their shifts start on the holiday and they work the number of hours recognized for that holiday.

~~ALL holiday leave must be used by the end of the calendar year. In unusual circumstances, any essential personnel may request to carry forward up to twenty-four (24) hours of holiday leave, to be used in the first quarter of the following year. The City Manager upon recommendation of the Department Director may approve the request.~~

~~Upon termination of employment, the remaining scheduled holiday hours for the year will be deducted from the employee's Holiday bank. If the deduction results in a negative Holiday bank balance, such hours will be deducted from the employee's final leave paycheck at straight-time rate.~~

~~Floating Holiday: Eligible employees may designate thirty-two (32) hours during a calendar year as a floating holiday, to be used as a paid time off. Floating Holiday time is prorated for new hires based on the calendar quarter hired. Floating Holiday time may be used in minimum one-half (1/2) hour increments following receipt of supervisory approval. It is suggested that employees give, at a minimum, two (2) weeks of notice for a floating holiday leave request. Requests will be reviewed based on a number of factors, including City needs and staffing requirements.~~

~~Payout of unused Floating Holiday hours at the time of termination of employment will be administered as follows:~~

~~● **Introductory Employees**~~

~~Introductory employees are ineligible to receive payout of unused Floating Holiday hours.~~

~~● **Full-Time Employees**~~

~~Full-time employees who have unused Floating Holiday hours at time of termination of employment will be paid for unused Floating Holiday hours as noted below.~~

~~Paid in the employee's final leave paycheck at straight-time in increments of eight (8) Floating Holiday hours per quarter worked during the calendar year:~~

- ~~● Terminations occurring during January — March are eligible for payout of eight (8) hours Floating Holiday, less any Floating Holiday hours used for the year.~~
- ~~● Terminations occurring during April — June are eligible for payout of sixteen (16) hours Floating Holiday, less any Floating Holiday hours used for the year.~~

- ~~Terminations occurring during July – September are eligible for payout of twenty-four (24) hours Floating Holiday, less any Floating Holiday hours used for the year.~~
- ~~Terminations occurring during October – December are eligible for payout of thirty-two (32) hours Floating Holiday, less any Floating Holiday hours used for the year.~~

3065 WORK-RELATED INJURY LEAVE

Section 1 – State Law

Employees are covered under the Colorado Workers' Compensation Act against injuries and illnesses occurring in the course of City employment through insurance purchased by the City. The law provides for payment of all medical expenses and, under certain circumstances, compensation for loss of income.

Section 2 – Compensation for Loss of Income Pursuant to Workers Compensation Benefits

Any employee who misses more than three (3) shifts or three (3) days of work due to on-the-job injuries or job-related illnesses may be eligible for disability benefits under Workers' eCompensation. Payment for the first three (3) days of missed work is only made if the employee is off work more than two (2) weeks. The wage replacement is called temporary total disability and is calculated under Colorado law at sixty-six and two-thirds (66 2/3) percentage of the employee's average weekly wage, subject to a maximum established annually by the State of Colorado.

Employees who receive temporary total disability payments under Workers' Compensation coverage may opt to receive one hundred percent (100%) of wages during the absence by allocating earned sick leave and/or vacationPTO time to supplement the difference between the Workers' eCompensation disability paid and one hundred percent (100%) of the employee's base wage rate. However, this option may never be used in lieu of benefits provided under Workers' eCompensation.

306 SICK LEAVE BENEFITS

~~The City provides paid sick leave benefits to all eligible employees for periods of temporary absence due to illnesses, injuries, or other medical reasons. Eligible employee classifications:~~

- ~~Full-time employees~~
- ~~Introductory full-time employees~~

~~Eligible employees will accrue sick leave benefits at the rate of ninety-six (96) hours per year. Sick leave benefits begin accruing from the date of hire. Sick leave benefits are calculated on the basis of each pay period and will accrue at a rate of 3.69 hours per pay period.~~

~~Paid sick leave may be used in minimum increments of one-half (½) hour. Eligible employees may use sick leave benefits for absences due to their own illness or injury or that of an immediate family member.~~

~~Employees who are unable to report to work due to illness or injury shall notify their direct supervisor at least one hour before the scheduled start of their workday if possible, and, in any event, as early as possible. The direct supervisor must also be contacted on each additional day of absence.~~

~~If an employee is absent for three (3) or more consecutive work days due to illness or injury, a physician's statement shall be required, verifying the absence and its beginning and expected ending dates. Such verification may be requested for other sick leave absences as well and may be required as a condition to receiving sick leave benefits.~~

~~Before returning to work from a sick leave absence of three (3) consecutive work days or more, employees shall be required to provide a physician's verification that they may safely return to work, which shall include any work restrictions.~~

~~Sick leave benefits will be calculated at the employee's base wage rate at the time of absence.~~

~~As an additional condition of eligibility for sick leave benefits, employees must apply for any other available compensation and benefits, such as short term/long term disability and workers' compensation. Accrued leave benefits must be used to supplement any payments that an employee is eligible to receive from City-provided short term/long term disability insurance programs to bring the employee up to their base earnings (sick leave first, then vacation leave). Accrued leave benefits may be used to supplement any payments that an employee is eligible to receive from Workers' Compensation. The combination of any such disability payments and accrued leave benefits cannot exceed the employee's normal weekly earnings. Employees may also utilize the Sick Leave Donation Program (Section 321) if approved.~~

~~Unused sick leave benefits will be allowed to accumulate until the employee has accrued a total of 60 days' worth (480 hours) of sick leave benefits. However, if an employee's sick leave benefit accrues beyond 30 days (240 hours) as of seven days prior to the first pay date in December of each year, and only in the event that the employee has completed five (5) years of service as a full-time employee, all days and portions of days above 30 days may be cashed-out or converted to vacation leave at the employee's then current wage rate in an amount equal to one (1) hour for every two (2) sick leave hours accrued over the 240 hour limit.~~

~~Sick leave benefits are intended solely to provide income protection in the event of illness or injury and may not be used for any other absence, except as provided for in this Handbook. Sick leave benefits **must** be used before other accrued leave for every instance of absences due to their own illness or injury or that of a family member. Employees may use other accrued leave for their own illness or injury or that of a family member only after sick leave accruals have been exhausted.~~

~~Sick time will not be advanced before it is earned. Unused sick leave benefits will not be paid upon termination of employment.~~

307 TIME OFF TO VOTE

The City encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their nonworking hours, the City will grant up to two (2) hours of paid time off to vote.

Employees shall request time off to vote from their supervisor at least two (2) working days prior to Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal schedule.

308 BEREAVEMENT LEAVE

If an employee wishes to take time off due to the death of an immediate family member, they shall notify their supervisor immediately.

Upon Department Director approval, eligible employees may receive up to three (3) days or twenty-four (24) hours of paid bereavement leave per bereavement to employees in the following classifications:

- Full-time employees
- Introductory full-time employees

~~Bereavement pay is calculated based on the base wage rate at the time of absence.~~

Approval of bereavement leave will occur in the absence of unusual operating requirements. Any employee may, with the supervisor's approval, use any available paid leave for additional time off as necessary.

309 JURY DUTY

The City encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees in an eligible classification may request up to one (1) week of paid jury duty leave over any one (1) year period.

Jury duty pay will be calculated on the employee's base wage rate times the number of hours the employee would otherwise have worked on the day of absence. Employee classifications that qualify for paid jury duty leave are:

- All employees

If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available paid time off (for example, ~~vacation~~-PTO benefits) or may request an unpaid jury duty leave of absence.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Employees are expected to report for work whenever the court schedule permits.

Either the City or the employee may request an excuse from jury duty if, in the City's judgment, the employee's absence would create serious operational difficulties.

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Any remuneration received by the employee from the court for jury duty while the employee was on paid jury duty leave must be remitted to the City. The City will continue to provide all benefits for the full term of the jury duty absence.

310 WITNESS DUTY

The City expects employees to appear in court for witness duty when subpoenaed to do so. If employees have been subpoenaed as witnesses in a case directly related to their employment with the City of Black Hawk, they will receive paid time off for the entire period of witness duty.

Employees will be granted time off to appear in court proceedings or if required to appear by deposition as a witness when requested by a party other than the City. Employees shall use any available paid leave benefit, excluding sick leave, to receive compensation for the period of this absence.

The subpoena shall be shown to the employee's supervisor immediately after it is received so that City's operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

311 BENEFITS CONTINUATION (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the City's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

The City provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the City's health insurance plan. The notice contains important information about the employee's rights and obligations.

312 MEDICAL INSURANCE

The City covers a portion of the medical insurance premiums of all eligible employees and their dependents. The amount of medical insurance premiums paid by the City will be established annually by the City Council. If an employee agrees annually to participate in the City's group medical insurance policy ("group plan"), the employee shall pay any portion of the premium not covered by the City. This allocation may be changed only with the approval of the City Council and may be changed at budget time. Coverage begins the first day of the month after the date of hire.

313 DENTAL INSURANCE

The City provides all eligible employees and their dependents dental insurance coverage. All dental insurance premiums will be paid in full by the City. This guideline may be changed only with the approval of the City Council and may be changed at budget time. Coverage begins the first day of the month after the date of hire.

314 VISION INSURANCE

The City provides vision insurance to all eligible employees and their dependents. The City pays the full vision insurance premium for employees and dependents. This guideline may be changed only with the approval of the City Council and may be changed at budget time. Coverage begins the first day of the month after the date of hire.

315 LICENSURE ASSISTANCE

The City will pay for all licenses and certifications except for regular driver's licenses required of employees to properly conduct their job duties as defined in their job descriptions. Employees shall contact their supervisor for payment or reimbursement.

316 MEMBERSHIP DUES

The City encourages employees to belong to professional organizations relating to their job duties. Employees shall contact their supervisor to obtain advance approval for payment of annual membership dues as budgeted.

317 EMPLOYEE DEVELOPMENT

At the City's discretion, the City may provide employees with additional necessary education, training, training equipment, and testing in order to educate and train employees in their position. Because such education and training represents a great benefit to the employee and a great expense to the City, certain employees may be required to enter into a training reimbursement agreement. A training reimbursement agreement requires certain employees to reimburse the City for all pre-defined, calculated costs incurred by the City in providing education, training, training equipment, and testing if the employee elects to leave employment with the City on their own accord prior to the specified period of time.

318 LIFE INSURANCE

The City covers the premium for every eligible employee's term life insurance policy equal to two (2) times the employee's annual base wage rate up to a maximum of three hundred thousand dollars (\$300,000.00). Employees shall refer to the information provided by the City for more information on this benefit. This guideline may be changed only with the approval of the City Council and may be changed at budget time. Coverage begins the first day of the month after the date of hire.

319 SHORT-TERM DISABILITY

The City provides Short-Term Disability coverage at no cost to eligible City employees. Eligible employees shall refer to the information provided by the City for more information on this benefit. The City Council may increase or decrease this benefit at any time. The City will continue to pay disability insurance premiums for employees on Short-Term Disability. Employees may also utilize the Sick Leave Donation Program (Section 321) if approved. This guideline may be changed only with the approval of the City Council and may be changed at budget time. Coverage begins the first day of the month after the date of hire.

320 LONG-TERM DISABILITY

The City provides Long-Term Disability coverage at no cost to full-time City employees. Eligible employees shall refer to the information provided by the City for more information on this benefit. The City Council may increase or decrease this benefit at any time. The City will not pay Disability Insurance for employees on Long-Term Disability. Employees may also utilize the Sick Leave Donation Program (Section 321) if approved. This guideline may be changed only with the approval of the City Council and may be changed at budget time. Coverage begins the first day of the month after the date of hire.

~~321 SICK LEAVE DONATION GUIDELINE~~

Legislative Intent

~~The City has sick leave, short term disability, long term disability, and injury leave programs which provide income protection for employees who suffer job related or non-job related injuries or illnesses that result in time off from work.~~

~~However, when an employee encounters unexpected hardships and the programs detailed above are not sufficient, the City has a donation program which provides other City employees with the opportunity to donate their own sick leave OR vacation time voluntarily.~~

Policy

- ~~1) Donation program requests will be recommended to the City Manager by Employee Services in conjunction with the Department Director. Recommendations will be reviewed and various factors considered which may include but are not limited to personal circumstances, expected length of time needed, length of service, sick leave history, performance, department needs, etc.~~
- ~~1) Maximum amounts of total donation time accepted for the recipient will be determined by Employee Services on a case-by-case basis.~~
- ~~2) Recipients must have used all sick time balances, unused available holiday hours, and floating holiday hours and have a balance of no more than forty (40) hours vacation time before donated hours are granted. Recipients shall continue to use sick leave and vacation leave over forty (40) hours as it accrues while receiving donated hours.~~
- ~~3) Employee Services shall determine if disability coverage has been used in lieu of donated hours.~~

- ~~4) Employees may donate one (1) to twenty (20) hours total per recipient from any one or any combination of the following sources:
 - ~~a. Sick Time~~
 - ~~b. Vacation Time~~
 - ~~c. Time will be donated on a one-hour for one-hour basis and will be credited to the recipient's sick time balance. Donating employees must retain a minimum balance of one hundred twenty (120) hours sick leave after the donation. There are no minimum balance requirements for vacation time.~~~~
- ~~5) All donations will be kept strictly confidential.~~

General Procedure

- ~~1) Donation program requests may be initiated directly by the eligible employee, other employees, or the Department Director.~~
- ~~1) Donation programs will be recommended by the Department Director submitting a memorandum to Employee Services explaining the justification for the recommendation.~~
- ~~2) Donation programs will be authorized if approved by the City Manager in conjunction with Employee Services and the Department Director.~~
- ~~3) Employee Services will issue a notice informing employees of the donation program and stating maximum donated hours accepted and deadline dates.~~
- ~~4) Employees who meet the requirements outlined in this guideline and who wish to donate hours must complete a Donation Form prior to the deadline date.~~
- ~~5) Actual donated hours will be transferred on a pay period by pay period basis. Employees whose donations were received first in Employee Services will be used first.~~
- ~~6) If the employee requires additional time after all hours originally donated have been used, consideration will be given to hours in excess of the maximum requested, or to another donation program following the same guidelines.~~
- ~~7) Donations may be approved posthumously for active employees at the time of their death.~~

3212 PENSION PLANS

The City requires all employees except certain Fire personnel to pay into Social Security in accordance with Federal regulations. The current contribution into Social Security is 6.20% from the employee's pay and 6.20% by the City. Additionally, all employees are required to pay Medicare tax of 1.45% with a 1.45% match from the City.

The City has established a 401(a) money purchase plan. The plan requires all full-time employees, except Fire personnel participating in FPPA, to contribute six percent (6%) of their base wage rate as a condition of employment. Employee contribution elections are irrevocable for the life of the plan. The City shall contribute six percent (6%) of employees' base wage rate which is also irrevocable.

The state requires certain full-time Fire personnel to contribute a percentage of their base wage rate to FPPA based on the member contribution rate implementation schedule as established by

FPPA and the City to contribute a percentage of the eligible employees' base wage rate to FPPA based on the employer contribution rate as established by FPPA. All administrative fire department employees are ineligible for this benefit.

Employee contributions to Social Security, Medicare, FPPA, and the 401(a) plan will be deducted from each employee's bi-weekly check. City contributions will be made on a bi-weekly basis from the date of hire.

3223 DEFERRED COMPENSATION / VARIABLE MATCH PROGRAM

Deferred Compensation

The City provides all full-time employees the opportunity to defer current income through tax-deferred contributions into a 457 Plan. Eligible employees interested in deferring current income should contact Employee Services. Eligible employees may elect to participate in the 457 Plan at any time.

Variable Match Program

Employees participating in the 401(a) Defined Contribution Plan are eligible to receive additional contributions from the City through the **Variable Employer Match Program**. This program is designed to encourage employees to save more for their retirement and incentivizes through an employee/employer variable match. The City shall contribute two percent (2%) of eligible employees' base wage rate into the employees' 457 Deferred Compensation accounts (457) for eligible employees who contribute a minimum combined six percent (6%) of their base wage rate between their 401(a) and 457 accounts. The more an employee contributes to their 457 account, the more the City will contribute to their 457 Deferred Compensation account up to a combined maximum of twelve percent (12%) City contribution between the employees' 401(a) and 457 accounts. Details on this plan are available in Employee Services. Certain conditions apply depending on employee's hire date.

3234 EMPLOYEE ASSISTANCE PROGRAM

Recognizing employees or a member of their family may have challenges which adversely affect the employee's job performance; the City has contracted with a private firm to make available to all full-time employees a confidential counseling and referral service. While the City recognizes resolution of difficulties is in the best interest of both the employee and the City, such problems remain the employee's responsibility. Therefore, it is incumbent upon the employee to take advantage of the assistance offered and ensure personal problems do not have a detrimental effect on job performance.

401 TIMEKEEPING

Accurately recording time worked and leave time is the responsibility of every employee. Time worked is all the time actually spent on the job performing assigned duties. Leave time is time used from the employees accrued leave bank.

All non-exempt employees shall accurately record the number of hours worked on the day their shift began, as well as record any leave time (~~holiday, float, vacation, PTO~~ or sick) needed to reach the minimum required hours (40, 80, 182) for a pay period. Overtime work must always be approved by the immediate supervisor before it is performed.

Exempt employees shall accurately record any exception to their regular schedule, i.e. ~~holiday, floating holiday, vacation, Paid Time Off (PTO)~~ or sick leave for absences greater than if four-two (42) or more hours of leave are used.

Altering, falsifying, or tampering with time records, or recording time on another employee's time record may result in termination of employment. Authorized Supervisors may make changes to employee timecards in the absence of the employee.

It is the employee's responsibility to certify the accuracy of all time recorded. The supervisor will approve and submit for payroll processing. Additionally, if corrections or modifications are made to an employee's time record, both employee and supervisor must verify the accuracy of the changes.

402 PAYDAYS / PAY PERIODS

Employees are paid every other Friday (one week following the conclusion of the bi-weekly pay period. Each pay period will cover two weeks, beginning at 0001 hours on a Saturday and ending at 2400 hours on a Friday, with the exception of Fire personnel who operate on a 24-day cycle. Each paycheck will include earnings for all work performed and accrued leave recorded through the end of the previous bi-weekly payroll period, with the exception of Fire personnel.

In the event that a regularly scheduled payday falls on a bank holiday, employees will receive pay on the day immediately preceding the bank holiday.

403 EMPLOYMENT TERMINATION

Separation of employment is an inevitable part of personnel activity within any organization, and many of the reasons for separation are routine. Below are examples of some of the most common circumstances under which employment is terminated:

RESIGNATION: Employment separation initiated by an employee who chooses to leave the organization voluntarily.

TERMINATION: Employment separation initiated by the organization.

LAYOFF/REDUCTION IN FORCE: Involuntary employment separation initiated by the organization due to reduction in force or services.

404 FINAL PAY

Employees will receive their final pay in accordance with applicable state law.

FINAL PAYCHECK: The final paycheck through the last day of employment will be issued on the regularly scheduled pay date per the official payroll calendar. It will include all deductions currently on file.

ACCRUED LEAVE PAYOUT: Upon termination of employment, employees will be paid for unused ~~vacation/float/holiday~~Paid Time Off (PTO) accruals which have been earned through the last day of employment. The leave is paid out at the employee's base wage rate and does not include any additional earnings, employer's contributions, scheduled deductions, or an employer's match to either the 401(a), 457, or the FPPA pension plan and is subject to taxation. A hard check will be sent to the mailing address on file the pay period following the final paycheck and separation of service.

Employee benefits will be affected by employment separation in the following manner. All accrued, vested benefits that are due and payable at termination of employment will be paid as stated above. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance. See Section 311, Benefits Continuation (COBRA).

405 ADMINISTRATIVE PAY CORRECTIONS

The City takes all reasonable steps to assure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the event there is an error in the amount of pay, the employee shall promptly bring the discrepancy to the attention of the Finance Department so that corrections can be made as quickly as possible.

Once underpayments are identified, they will be corrected in the next regular paycheck.

Overpayments will also be corrected in the next regular paycheck unless this presents a burden to the employee (where there is a substantial amount owed). In that case, the City will attempt to arrange a schedule of repayments with the employee to minimize the inconvenience to all involved.

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501 SAFETY

To provide a safe and healthful work environment for employees, customers, and visitors, the City has established a workplace safety program including Loss Control Standards. This program is a top priority for the City. Department Directors, in coordination with the City Manager, have responsibility for implementing, administering, monitoring, and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

The City provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memorandum, email, or other written communications.

Employees and supervisors receive periodic workplace safety training. The training covers potential health hazards and safe work practices and procedures to eliminate or minimize hazards.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor, the City of Black Hawk Safety Committee, or with another supervisor, or bring them to the attention of their Department Director. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

Each employee is expected to obey safety rules and to exercise caution in all work activities. **Employees must immediately report any unsafe condition to the appropriate supervisor.** Violations of safety standards causing hazardous or dangerous situations, or failing to report, or where appropriate, failing to remedy such situations is strictly prohibited.

In the case of on the job accidents that result in injury, regardless of how insignificant the injury may appear, employees shall immediately notify their Department Director or the Authorized Supervisor. Authorized Supervisor shall notify Department Director immediately upon notification of injury. Such reports are necessary to comply with state and federal laws and initiate workers' compensation benefits procedures.

502 WORK RELATED INJURIES / ILLNESSES

Section 1 – Reporting Work-Related Injuries/Illnesses

Employees shall immediately report every work-related injury or illness, regardless of severity, to the Authorized Supervisor. The supervisor shall immediately or by the beginning of the next business day report the incident to their Department Director and Employee Services by submitting the completed Workers' Compensation First Report of

Injury. Other required reports pursuant to the City's Loss Control Standards may be submitted within two (2) business days following the incident. Based on the information provided, Employee Services shall submit a Workers' Compensation First Report of Injury form to the City's workers' compensation administrator by the next business day of the occurrence. In the event an employee is able to inform the Authorized Supervisor and does not do so or fails to do so in a timely manner, that employee may be denied coverage and the City may take other appropriate action as it determines necessary.

Any fraudulent claim for Workers' Compensation benefits or any claim filed against the City for an injury or illness incurred while working for another employer, while engaged in self-employment, or a personal business activity shall be grounds for immediate dismissal.

Neither the City nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the City.

Section 2 – Medical Treatment for Work-Related Injuries/Illnesses

The injured employee shall report to the City's designated medical provider of their choice for medical treatment, except in the case of a minor injury that can be treated with a first aid kit. In the event of a life or limb-threatening emergency, the employee will be sent to the most appropriate emergency medical facility. The City's designated medical provider must provide follow-up care following treatment at an emergency medical facility. If an unauthorized medical provider treats an employee, the employee will be responsible for payment of said treatment. Such action may also affect other benefits of Workers' Compensation and their personal leave time.

The designated medical provider shall authorize any referrals for additional or specialized treatment. An adjuster from the City's workers' compensation administrator must approve any additional physicians or health care providers.

Immediately following each medical appointment, the employee shall report their status to their Department Director or their designee and Employee Services to furnish medical documentation and discuss the case.

Section 3 – Returning from Work-Related Injuries/Illnesses

An injured employee may not return to work without a written release from the City's designated medical provider stating that the employee may resume duties and responsibilities of their position without restrictions. A copy of the written release must be forwarded to the Department Director or their designee and Employee Services.

Employees who believe they are unable to satisfactorily perform their work after being released for duty by the designated medical provider shall immediately contact their

Department Director or their designee and Employee Services. Employee Services may refer an employee for a second medical evaluation.

503 MODIFIED DUTY / EARLY RETURN TO WORK PROGRAM

The City has established an Early Return to Work Program that will enable an employee, based upon medical opinion, to continue using their valuable knowledge, skills, and abilities while they are temporarily limited by an injury or illness, provided the assignment is beneficial to the City. The City will make an effort to provide temporary work assignments for an employee who is recovering from a medically documented mental or physical injury, illness, or medical condition that is sustained on or off the job if the illness, injury, or medical condition precludes the employee from satisfactorily performing the essential functions of their position.

Section 1 – Program Criteria

Employees will be approved for the Early Return to Work Program if the following criteria are satisfied:

- 1) A licensed physician has determined that the employee may be released to an early return to work assignment.
- 2) A suitable temporary position, to the extent such a position exists within the City, is identified by the City as consistent with the medical restrictions placed upon the employee by a licensed physician.
- 3) Work assignments will be consistent with the employee's physical or mental capabilities during their recuperation period, prior to returning to full duty status.
- 4) The City may require additional medical evaluation(s) by a licensed physician designated by the City with the expense of such evaluation(s) to be paid by the City.
- 5) The City makes a written offer of the modified employment to the employee and gives the employee a starting date and time for the modified employment.
- 6) Temporary assignments are granted as a privilege, not a right or entitlement. Modified duty assignments are intended for employees with a temporary illness, injury, or medical condition and will be provided only if there is a reasonable expectation that the employee will resume their regular duties at the end of the temporary assignment. This section is not intended as a reasonable accommodation under the Americans with Disabilities Act (ADA).
- 7) An employee on a temporary assignment has no rights to a temporary position or task no matter how long they are on the temporary assignment.
- 8) Employees suffering from a job-related injury or illness shall have priority in receiving modified duty assignments. Employees with a non-job related injury, illness, or medical condition in modified duty assignments may be replaced by an

employee suffering from a job-related injury, illness, or medical condition at the discretion of the Department Director or designee and Employee Services.

Section 2 – Responsibilities of the Employee

- 1) The employee shall provide a licensed physician's statement and recommendation for modified duty. The physician's statement shall include the nature of the disability, the probable length of the disability, the prognosis for recovery, and the nature of the duty restrictions.
- 2) If a temporary assignment is not available and the employee is currently on leave, they shall contact their Department Director or their designee regularly to determine if a temporary assignment has become available.
- 3) An employee who believes they are no longer able to satisfactorily perform a modified duty assignment after they have been released by their physician to work a modified duty assignment, shall immediately notify their supervisor, modified duty supervisor (if assigned to another department), and Employee Services and return to the treating physician for a medical evaluation.
- 4) Immediately following each medical appointment, the employee shall report to their Department Director or their designee and Employee Services to furnish medical documentation and discuss the case. The employee may be required to submit to a periodic physical evaluation as a condition of continued modified duty status.
- 5) While on an Early Return to Work assignment, the employee is expected to adhere to all existing personnel policies, follow the direction of their supervisor and modified duty supervisor (if assigned) and maintain acceptable performance standards as a condition of continued employment.
- 6) Any problems with an Early Return to Work assignment shall be immediately reported by the employee to the supervisor, modified duty supervisor (if assigned to another department), and Employee Services.

Section 3 – Responsibilities of the Department

The Department Director or their designee is responsible for assisting Employee Services to find an appropriate modified duty assignment and the placement of the employee that has sustained an injury or illness. The temporary assignment shall benefit the City and be tailored to the employee's skills and abilities. This placement may be either at their usual place of employment or another area within the City. Cooperation and participation in the program is mandatory to the extent of identifying and placing employees in early return-to-work duty assignments whenever possible.

The Department Director or their designee in conjunction with Employee Services shall complete a review of the employee's modified duty status after receipt of each physician's report to determine whether the assignment is appropriate and whether it shall be continued.

Section 4 – Program Duration

An employee on Total Temporary Disability through a Workers' Compensation claim is not required to accept an offer of modified employment. However, any temporary disability payments being paid under Injury Leave and/or under C.R.S. Section 8-42-106 shall cease if the employee declines such an offer, and the employee will continue on accrued leave according to the workers' compensation laws, if applicable, or be in a non-paid status.

The Early Return to Work Program to which an employee is assigned will be monitored weekly and if advantageous for the worker and the City, the program will continue for not more than 480 hours of work per temporary injury, illness, or medical condition. Additionally, the assignment may be terminated earlier if the City determines that it no longer has a need for the performance of the modified employment or if the employee reaches maximum medical improvement or is released to regular employment, whichever comes first.

Section 5 – Return to Regular Assignment

A medical examination and clearance for return to regular assignment is required before an employee assigned to modified duty can return to their original position.

504 WORK SCHEDULES

The normal work schedule for all Exempt employees is a 40-hour week. All non-exempt employees' work schedules will be a regular schedule as identified by the Authorized Supervisor. Alternate shifts in accordance with section 7(k) of the Fair Labor Standards Act may also be applicable depending on positions worked, i.e., Sworn Police Officer and certain Fire personnel. Some employees as part of their regular duties may be required to be placed in an "On-Call" status. Subject to the provisions of Section 509 of these guidelines, department procedures will be promulgated to govern "On-Call" status.

Supervisors will advise employees of the times their schedules will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Flextime scheduling is available in some cases to allow employees to vary their starting and ending times each day within established limits. Employees shall consult their Authorized Supervisors for details. Flextime arrangements may be suspended or cancelled at any time.

505 EMPLOYEE TRANSPORTATION & EQUIPMENT

Motor Vehicle Records Review. Each prospective employee must have a valid Colorado driver's license of the appropriate type. Employee Services will order and review a current Motor Vehicle Review at the appropriate stage of the hiring process and once annually during the employee's tenure with the City.

Use of City-Owned Vehicles. City-owned vehicles are to be used for official business only and shall carry no passenger other than on or in connection with official business. An employee authorized to drive a City vehicle must have a current and valid Colorado operator's license with appropriate vehicle class designation and meet the driving records standards as established by the City, see Motor Vehicle Records Review Policy. Employees operating City vehicles are required to observe all traffic laws and the dictates of common sense and good judgment. Employees shall notify their Supervisor immediately upon receipt of a traffic violation or conviction. Violation of the driving records standards, as listed in the Motor Vehicle Records Review policy, will not be tolerated.

Accidents in City-Owned Vehicles and/or Equipment. If, while operating a City-owned vehicle, or using City equipment, an employee is involved in an accident resulting in any injury or damage to any property, the employee shall:

- 1) Make every effort to protect the scene until the local law enforcement agency arrives and releases the vehicle or equipment. Wherever possible, vehicles shall not be moved until released by proper authorities.
- 2) If the accident occurs within the Black Hawk City limits, notify the Police Department immediately; otherwise notify the appropriate law enforcement agency.
- 3) Regardless of the degree of fault or damage in a collision, a property damage report must be prepared by the City driver and turned in to the Department Director and Employee Services.
- 4) The City employee shall not discuss the accident with anyone outside the City, other than the investigating police agency. All inquiries received by the employee for information shall be directed to Employee Services.
- 5) Report the accident and/or loss to their Department Director and Employee Services immediately if possible, but not later than the next business day.

Use of Private Vehicles. Employees required to use their personal cars in the performance of their duties shall be reimbursed by the City for the mileage driven at the most current IRS rate. If, while using a privately owned vehicle on City business, the employee is involved in an accident, the responsibility for taking care of any damage or injury to others is with the employee. The Department Director will be notified within twenty-four (24) hours or the next business day for accidents occurring weekends or holidays, that the accident has occurred. The employee is responsible for notifying their insurance agent and supervising the settlement of the claim through their agent.

Overnight Use of City Vehicles. The City Manager will determine which City employees will be authorized to keep City vehicles in their possession overnight. Periodic reviews and criteria for justification will be established in administrative regulation as promulgated by the City Manager through the Department Directors.

506 MAIL SYSTEMS

The use of City-paid postage for personal correspondence is not permitted.

507 SMOKING / TOBACCO PRODUCTS

In keeping with the City's intent to provide a safe and healthful work environment, use of tobacco products and electronic smoking devices in City buildings and vehicles is prohibited.

This guideline applies to all employees.

508 OVERTIME

When operating requirements or other needs cannot be met during normal working hours, non-exempt employees will be encouraged to volunteer for overtime work assignments. In certain circumstances, non-exempt employees may be required by their supervisor to work overtime hours. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid to all non-exempt employees in accordance with federal and state laws at the following rate(s):

- 1) One and one-half ($1\frac{1}{2}$) times straight-time rate for all hours worked over a 40-hour in a 7-day authorized workweek for non-exempt employees.
- 2) One and one-half ($1\frac{1}{2}$) times straight-time rate for all hours worked over 80 in a 14-day pay period for sworn police officers.
- 3) One and one-half ($1\frac{1}{2}$) times straight-time rate for all hours worked over 182 in a 24-day work period for firefighters.

When a non-exempt employee accumulates hours in excess of the standard pay-period (40, 80, or 182 hours) with a combination of worked time and leave time, they will be paid straight time for all hours during the pay period. (See Section 512 for exceptions.) If the employee actually physically works hours in excess of the standard pay period, those excess hours worked will be paid at one and one-half ($1\frac{1}{2}$) times straight time.

509 ON-CALL TIME

Many City of Black Hawk positions are not staffed 24 hours a day. All Departments make every effort to schedule all work, including overtime, during normal working hours. However, there are times when emergencies occur or circumstances arise that require work outside of normal work hours. As such, certain staff members are required to be 'On-Call' so that required services can be made available in these circumstances.

Each Department creates an On-Call schedule for the upcoming month. These schedules are distributed to Police dispatch as well as numerous City departments. Changes to the On-Call schedule should be avoided when possible and any changes must be distributed in a timely manner.

When On-Call; staff must be available at all times by phone. Staff shall make arrangements so that phone service is reliable wherever they are during their On-Call shift. Staff shall be able to respond to their duty station in less than one hour from the time they receive the dispatch phone call. While On-Call, staff is free to engage in personal activities and pursuits, however, no alcohol or other controlled substance shall be consumed.

If staff is dispatched during the On-Call shift, hourly pay will start at the time of dispatch and will end when they return home. Dispatch will include being called for technical assistance and will not necessarily require mobilization.

For each On-Call shift, City employee will be compensated with a daily lump sum stipend, to be determined annually.

510 EMERGENCY CLOSING

At times, emergencies such as severe weather, fires, or power failures, can disrupt City operations. In extreme cases, these circumstances may require the closing of a work facility as determined by the Mayor, City Manager, or their designee. Employees shall use their accrued ~~vacation/~~ float/holiday PTO time if City facilities are closed due to an emergency.

When weather conditions are severe and operations are officially open, all scheduled employees will be expected to make reasonable efforts to get to work. Employees unable to arrive for work on any such day shall use their accrued ~~vacation/~~ float/holiday PTO time. All employees who are unable to report to work shall call their department supervisor and report their absence one (1) hour prior to the start of their work day or it may be considered an unexcused absence.

511 BUSINESS TRAVEL EXPENSES

The City will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All City-related travel must be approved in advance by the Department Director. Please see the Employee Business Travel Policy for detailed procedures.

With prior approval, employees on business travel may be accompanied by a family member or friend, when the presence of a companion will not interfere with successful completion of business objectives. Generally, employees are also permitted to combine personal travel with business travel, as long as time away from work is approved in advance. Additional expenses arising from such non-business travel are the responsibility of the employee.

Mileage reimbursement for use of personal vehicles in the conduct of City business will be based on the most current IRS rates. Department Directors must approve all requests for mileage reimbursements. Please see the Employee Business Travel Policy for detailed procedures.

Meal reimbursements will be provided for meals when an employee is on City business and away from the normal workplace according to the Employee Business Travel Policy. Expenses may not include meals for guests unless approved by the Department Director. In no case may meal expenses be provided for family members. Liquor expenses, whether or not associated with a meal, will not be reimbursed. Please see the Employee Business Travel Policy for detailed procedures.

Any employee who is involved in an accident while traveling on business must promptly report the incident to their Department Director and Employee Services.

Abuse of this Business Travel Expenses guideline, including falsifying expense reports to reflect costs not incurred by the employee, shall not be tolerated by the City, and may subject the employee to civil and criminal penalties.

512 UNSCHEDULED PAY

Unless otherwise entitled to overtime compensation for the same shift, Employees called upon to work unplanned or unscheduled time with less than 48 hours' notice, or at Department Directors' discretion, will be paid at one and one-half (1½) times straight time rate for the hours worked regardless of the other work/leave during the work period.

601 FAMILY & MEDICAL LEAVE

The Family and Medical Leave Act, as amended by the National Defense Authorization Act (collectively, "FMLA"), provides eligible employees with job-protected leave for between twelve (12) and twenty-six (26) weeks during a twelve (12)-month period. Full-time and part-time employees who have worked for the City for at least twelve (12) months and at least twelve hundred fifty (1,250) hours during the prior twelve (12) months ("Eligible employees") are eligible for FMLA Family and Medical Leave as set forth below:

- 1) Eligible employees may take up to twelve (12) weeks of leave within a twelve (12) month period (the twelve (12) month period is measured forward from the date the employee's first FMLA leave begins) for the following reasons:

Medical Leave:

- Employee's serious health condition or pregnancy-related disability.

Family Leave:

- Birth of a child or parent's care of child following birth;
 - Placement of a child with employee for adoption or foster care; or
 - Serious health condition of employee's child, spouse, or parent.
- 2) Eligible employees who are family members of covered military service members may take up to twenty-six (26) weeks of leave in a single twelve (12) month period to care for a covered service member with a serious illness or injury incurred in the line of duty on active duty.
 - 3) Eligible employees with a covered member serving in the National Guard or Reserves who is on active duty in support of a contingency operation may take up to twelve (12) weeks of leave in a single twelve (12) month period for any qualifying exigency.

GUIDELINES: Intermittent or a reduced leave schedule may be taken as agreed upon in advance by the Department Director.

PROCEDURE: Eligible employees must make requests for leave to their supervisors at least thirty (30) days' in advance of foreseeable events and as soon as possible for unforeseeable events so that the necessary approval can be obtained. Requests for leave must be made in writing stating the reason for the leave, the starting date, and the anticipated return to work date. If notification and appropriate certification are not provided in a timely manner, approval for leave may be delayed. Employees shall complete a standard Leave Request Form.

CERTIFICATION: Certification of any serious health condition is required (on a form available from Employee Services) and the employee must present a fitness-for-duty certificate prior to returning to duty. The City may, at its discretion and expense, require certification by a City- designated health care provider. Documentation confirming family relationship, adoption or foster care may be required.

COORDINATION OF LEAVES: If an employee is approved for FMLA leave, the employee must first use their sick leave to the extent that it has been accrued, and then must use their accumulated ~~vacation~~ PTO leave to the extent that it has been accrued. Leave taken for the employee's own "serious health condition" which qualifies for Workers Compensation benefits will be counted toward the twelve (12) week period. It is the intent of the City that leave under this Section run concurrently with all other accrued or otherwise available leave.

BENEFIT CONTINUATION: During the time that an employee is on FMLA Leave with or without pay, there will be no loss of credited service for longevity or retirement. The City will maintain coverage under any applicable group plan (this includes medical, dental, vision, life, and disability) for the duration of the employee's FMLA leave. Such coverage will be maintained at the same level and under the same conditions as would have been provided if the employee had continued in employment for the duration of the leave. In other words, the City and the employee will continue the same contribution responsibilities as existed when the employee began the leave.

An employee's contributions and the City's contributions to City-funded retirement plans will be suspended during leave without pay and will resume when the employee returns to active employment.

Leave accruals such as medical leave, ~~holidays~~, or ~~vacation leave~~ PTO will be suspended during leave without pay and will resume when the employee returns to active employment.

RE-EMPLOYMENT RIGHTS: An eligible employee who takes FMLA leave, except for certain highly compensated employees as defined by the FMLA, and returns to work within the maximum period allowed will be restored to the position held at the time the leave began or an equivalent position subject to the rules of the FMLA. Any salary increases or benefit changes, which are not dependent on performance, will be made effective on the date which the employee returns to work.

WHY FMLA LEAVE MAY BE DENIED: Examples of reasons for which the City may deny a request for leave under the FMLA leave include:

1. An employee fails to give timely advance notice when the need for the FMLA leave is foreseeable;
2. An employee fails to provide, in a timely manner, a requested medical certification to substantiate the need for FMLA leave due to a serious health condition;
3. Notification and appropriate certification confirming family relationship is not provided in a timely manner;
4. An employee advises the City, either before or during the taking of leave, that he or she does not intend to return to work and the employment relationship is terminated; or

5. An employee fraudulently obtains FMLA leave from the City.

Any procedures not covered by this policy will be handled in accordance with federal regulation 29 C.F.R., Part 825, as amended.

602 MILITARY LEAVE

A military leave of absence will be granted to employees to attend scheduled drills or training or if called to or volunteering for active duty with the U.S. armed services.

The employee's notice to the employer may be either verbal or written. The notice may be informal and does not need to follow any particular format. Although USERRA does not specify how far in advance notice must be given to the employer, an employee should provide notice as far in advance as is reasonable under the circumstances. In regulations promulgated by the Department of Defense under USERRA, 32 C.F.R. 104.6(a)(2)(i)(B), the Defense Department 'strongly recommends that advance notice to civilian employers be provided at least 30 days prior to departure for uniformed service when it is feasible to do so.' 20 C.F.R. 1002.85(c) and (d).

During the first 120 hours of military leave, the employee shall receive their pay in full, however, benefit accruals such as PTO-vacation, and sick leave, and holiday benefits shall be suspended until such time as the employee returns to active employment.

The employee shall pay over to the City any and all monies earned and received from military service during the first one hundred twenty (120) hours of authorized military leave. After the expiration of the first one hundred twenty (120) hours, the employee's leave shall be without pay and the employee may retain any military pay earned for days in excess of the first one hundred twenty (120) hours of authorized military leave.

Employees on two (2) week active duty training assignments or inactive duty training drills are required to return to work for the first regularly scheduled shift after the end of training, allowing reasonable travel time. Employees on military leave longer than one hundred and twenty (120) hours must apply for reemployment in accordance with all applicable state and federal laws.

Every reasonable effort will be made to return eligible employees to their previous position or status, or something comparable. They will be treated as though they were continuously employed for purposes of determining benefits based upon length of service.

603 ADMINISTRATIVE LEAVE

An employee may be placed on Administrative Leave with or without pay by a Department Director (or by the City Manager for Department Directors). Federal and

state wage and hour laws will determine when employees can be placed on Administrative Leave without pay imposed in good faith as corrective action for infractions of workplace conduct rules. The policy is applicable to all employees.

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701 EMPLOYEE CONDUCT & WORK RULES

As a member of the City of Black Hawk team, every employee is expected to observe the highest standards of conduct, professionalism, and personal integrity at all times. Each employee shall demonstrate sincere respect for the rights and feelings of others, including fellow employees, customers, supervisors, and visitors. Additionally, employees shall refrain from any behavior or activity on or off the job which might be harmful to the employee, co-workers, or the City. Every employee is responsible for protecting the property and the interests of the City. To assure orderly operations and provide the best possible work environment, the City expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

Listed below is a sample of behaviors and activities that are considered inappropriate. This list is illustrative, not all-inclusive:

- 1) Theft or inappropriate removal or possession of City property or property of any other employee or resident;
- 2) Falsification of benefit claim records, timekeeping records, work orders, employment applications, purchase orders, work reports or any other record, report, or form;
- 3) Working under the influence of alcohol or any other substance. (Employees using a prescription medication which might impair their functioning shall advise their supervisor.);
- 4) Possession, distribution, sale, transfer, or use of alcohol and any other substance in the workplace, while on-duty, or while operating employer-owned vehicles or equipment;
- 5) Fighting or threatening violence in the workplace which provokes or is likely to provoke a fight either on or off the job;
- 6) Boisterous or disruptive activity in the workplace;
- 7) Negligence, carelessness, or improper conduct leading to damage of employer-owned property or to the property of co-workers or conduct that affects the effective and efficient delivery of City services;
- 8) Insubordination or other disrespectful conduct by refusal to perform work assigned, work emergency overtime, or comply with a verbal or written instruction of any authorized City supervisor or refusal to cooperate in investigations of accidents or employee misconduct when the employee is involved or has relevant information;
- 9) Violation or disregard of safety, health, fire, security, or other employment regulations, signs, and notices;
- 10) Failure to accurately report any incident, accident, or personal injury occurring on the job;

- 11) Sexual or other unlawful harassment;
- 12) Possession of dangerous and unauthorized materials, such as explosives, knives, or firearms while on-duty;
- 13) Excessive absenteeism, tardiness, or any absence without notice;
- 14) Wasting time/disregarding job duties, loitering, and/or neglecting work during work hours;
- 15) Unauthorized absence from workstation during the workday without showing good cause;
- 16) Unauthorized use of telephones, mail system, or other employer-owned equipment;
- 17) Unauthorized disclosure of confidential information;
- 18) Violation of City policies and procedures or department operating rules, regulations, or guidelines;
- 19) Unsatisfactory performance or conduct;
- 20) Abuse of position by accepting favors or gifts or using one's position to secure appointments or advantage for oneself or one's relatives;
- 21) Abusive language which tends to interfere with efficient operations of City business, or verbal interference with job performance of other employees, including but not limited to verbal threats, intimidation or coercion, directed toward fellow employees, supervisors, or citizens;
- 22) Carelessness resulting in injury to co-workers, the public, or to one's own safety;
- 23) Conviction of any crime involving physical violence or theft, conviction of driving under the influence of alcohol or drugs; or conviction of a state felony or serious federal offense;
- 24) Making or publishing false (including social media), vicious or malicious statements concerning any employee, supervisor, administrator, elected official or the government of the City;
- 25) Engaging in or conducting any discriminatory act, conduct, or activity within the scope of employment which discriminates directly or indirectly against any person or class of persons on the basis of race, creed, color, sex (including pregnancy), sexual orientation (including transgender status), age (40 or older), genetic information, marriage to a co-worker, physical or mental disability, religion, Vietnam era or veteran status, national origin, or any other status protected by law; and/or
- 26) Other acts or omissions which negatively affect the City.
- 27) Employees serving under a Performance Improvement Plan are not eligible for the Annual Bonus Program, if awarded by City Council.

702 ATTENDANCE & PUNCTUALITY

To maintain a safe and productive work environment, the City expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the City. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they shall notify their supervisor as soon as possible in advance of the anticipated tardiness or absence.

Poor attendance and excessive tardiness are disruptive and may lead to termination of employment.

In the event an unauthorized, unexcused or unexplained absence in excess of three (3) days occurs, the employee is deemed to have abandoned the position and resigned from City employment.

703 PERSONAL APPEARANCE

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image the City presents to customers and visitors.

During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions. Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, non-exempt employees will not be compensated for the time away from work.

Employees shall adhere to the following principles:

- 1) Appropriate workplace apparel and overall presentation are important as they imply good individual judgment and promote a professional City image.
- 2) Employees are required to dress comfortably, but appropriately, in all weather conditions.
- 3) Safety should be the primary factor when selecting clothing, jewelry, and footwear for the workplace. Employees who are required to wear personal protective equipment, and/or special footwear by the nature of their job shall do so unless specifically directed otherwise by the supervisor/manager.
- 4) Appropriate dress and presentation involves a balance between projecting the desired City image, while allowing functionality for required work.
- 5) All employees are prohibited from wearing/displaying body art in the workplace. Body art is defined as visible body piercings (except ears), ear gauges, tongue piercings, tattoos above the collar, atypical hairstyles and/or colors. For purposes of this policy, atypical shall be based on application of the principals set forth in the Policy regarding the propriety of workplace apparel and overall presentation.

Appropriate Attire Types

Appropriate – Field & Office	Inappropriate – Field and Office
Slacks	
<ul style="list-style-type: none">• Khakis, corduroys or any other style• Jeans (must be clean and free of rips, holes, and tears)	<ul style="list-style-type: none">• Sweatpants, leggings, shorts, exercise clothing unless working out on-duty as a condition of employment• Mini Skirts
Shirts	
<ul style="list-style-type: none">• Company logo encouraged & required if purchased with City funds• Polo collar knit or golf shirts• Oxford or other dress shirts, long/short sleeved - men• Blazers or sport coats• Jackets, sweaters, or hoodies• Blouses or work appropriate tops—women• Turtle Necks	<ul style="list-style-type: none">• Shirts with writing (other than company logo)• Beachwear• Crop tops• T-shirts• Low cut or revealing tops—women
Shoes	
<ul style="list-style-type: none">• Boots – required out in the field• Recreational Shoes (tennis, hiking, etc.)• Ladies – low heeled shoes for office, suggested	<ul style="list-style-type: none">• Flip flops

704 RETURN OF PROPERTY

Employees are responsible for all property, materials, or written information issued to them or in their possession or control. Employees must return all City property immediately upon request or upon termination of employment. The City may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. The City may also take all action deemed appropriate to recover or protect its property.

705 RESIGNATION

Resignation is a voluntary act initiated by the employee to terminate employment with the City. Although advance notice is not required, the City requests at least two (2) weeks written resignation notice from all employees in order to be in good standing and thereby eligible for rehire.

706 SOLICITATION

In an effort to assure a productive and harmonious work environment, persons not employed by the City may not solicit or distribute literature in the workplace at any time for any purpose.

The City recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities while on-duty unless the employee is on an approved work break or otherwise off-duty. Employees shall not solicit or distribute literature concerning these activities while wearing a City uniform, whether on or off-duty, without the express authorization of the City Manager.

Additionally, the posting of written solicitations on City bulletin boards is restricted. These bulletin boards display important information, and employees shall consult them frequently for:

- Employee announcements
- Internal memoranda
- Job openings
- Organization announcements
- Payday Notices
- Workers' compensation insurance information
- Insurance information
- Other Federal and state regulations

If employees have a message of interest to the workplace, they may submit it to the Department Director for approval. All approved messages will be posted by the department.

707 DRUG & ALCOHOL USE

Alcohol and Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988 and the Federal Motor Carrier Safety Regulations (FMCSR), the City of Black Hawk has a longstanding commitment to provide a safe, quality-oriented and productive work environment. The City takes the problem of drug and alcohol abuse seriously, and is committed to providing a substance abuse-free workplace for its employees. Substance abuse of any kind is inconsistent with the behavior expected of our employees, subjects all employees and visitors to our facilities to unacceptable safety risks, and undermines our ability to operate effectively and efficiently.

Substance Abuse

The City recognizes alcohol and drug abuse as potential health, safety and security problems. The City expects all employees to assist in maintaining a work environment free from the effects of alcohol, drugs or other intoxicating substances. Compliance with this substance abuse policy is made a condition of employment, and violations of the policy may lead to termination of employment.

All employees are prohibited from engaging in the unlawful manufacture, possession, use, distribution or purchase of illicit drugs, alcohol or other intoxicants, as well as the misuse of prescription and over the counter products on City premises or at any time and any place while on-duty. While we cannot control an employee's behavior off the premises on their own time, we certainly encourage employees to behave responsibly and appropriately at all times. However, any off-duty activity, including drug or alcohol-related activity, that leads to the employee's arrest and conviction may be grounds for termination of employment. All employees are required to report to their jobs in appropriate mental and physical condition, ready to work.

Substance abuse is an illness that can be treated. Employees who have an alcohol or drug abuse problem are encouraged to seek appropriate professional assistance. Employees may ask Employee Services for assistance in seeking help to address substance abuse. Employee Services can also help determine coverage available under the City's medical insurance plan. See the Benefits Overview document for more information.

When work performance is impaired, admission to or use of a treatment or other program does not preclude appropriate action by the City.

Section 1 – Guideline

The use of over the counter medications that impair judgment or reaction time, controlled substances, and the misuse of alcohol increase the risk of accidents, jeopardize the safe work environment, and cause harm to an individual's health. On-the-job use of controlled substances or alcohol by City employees poses a serious threat to co-workers, members of the public, as well as the individual employee and will not be tolerated. The goal of the City is to provide employees with a workplace which promotes health and safety. The purpose of this guideline is:

- 1) To establish procedures to support the City's safety and health program;
- 2) To minimize the City's exposure to potential liability resulting from damage or injury caused by an impaired employee; and
- 3) To reduce accidents that result from employee use of controlled substances and alcohol.

Section 2 - Authority

National Treasury Employees Union v. Von Raab, 489 U.S. 656, 109 S.Ct. 1384 (1989); Bannister v. Bd. of Cty's Comm., 928 F.Supp. 1249 (D.Kan. 1993); Watson v. Sexton, 755 F.Supp. 583 (S.D.N.Y. 1991); American Postal Workers Union v. Frank, 725 F.Supp. 87 (D.Mass. 1989) and American Fed. of Gov't Employees Local 2391 v. Martin, 969 F.2d 788 (9th Cir. 1992).

Section 3 - Definitions

Accident: The injury to property or to a person resulting from the act or omission of an employee while that employee is engaged in the performance of any duties for the City.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol. Includes beer, wine, liquor, and over the counter products containing alcohol; e.g., cough suppressant, mouthwash, etc.

Alcohol Use: The consumption of any beverage, mixture, or preparation including any medication, containing alcohol.

Blood Alcohol Concentration (BAC): Grams of alcohol per 100 milliliters of blood or grams of alcohol per 210 liters of breath in accordance with C.R.S § 42-1-1301, as amended.

Chief of Police: Refers to the Black Hawk Police Chief. Where this guideline applies to non-police department personnel, the Department Director shall have the same duties and responsibilities as does the Chief of Police under this guideline.

City: City of Black Hawk, Colorado, in its capacity as employer of the employees subject to this guideline.

Critical Incident: Any incident resulting in death or serious bodily injury, significant property damage, or the discharge of a firearm (except firing range or euthanizing animals) while acting under the authority of the City of Black Hawk Police Department.

Collection Site: A place where individuals present themselves for the purpose of providing breath or body fluid to be analyzed for alcohol or specified controlled substances.

Controlled Substance: Any drug listed in 21 U.S.C. § 812 and other federal regulations. Generally, these are drugs which have a high potential for abuse. Such drugs include, but are not limited to, heroin, cocaine, marijuana, PCP and "crack." They also include "legal drugs" which are not prescribed by a licensed medical practitioner or are prescribed legally but used illegally.

Drug: Any substance (other than alcohol) that has known mind- or function-altering effects on a person. These include, but are not limited to, controlled substances prohibited by Colorado or federal criminal laws. A prescribed drug is any substance prescribed for the individual by a licensed medical practitioner, and which is used in the manner, combination, and quantity prescribed and over the counter medications that impair judgment and reaction time. For the purpose of this guideline, the term Controlled Substance shall also mean Drug.

Employee Services: Refers to Employees Services employees who are responsible for administering programs and processes associated with the hiring and retention of personnel.

Job Impairment: An employee's behavior or condition which adversely affects performance (e.g. reduced alertness, coordination, reaction, response, or effort) or threatens the safety of the employee or others, or property; or exhibits conduct detrimental to the public's perception of the City of Black Hawk or its personnel.

On-Duty Time: Means all time from the time an employee sets foot on the City's property for purposes of beginning a shift, until such time as the employee is relieved from work. On-duty time shall include time during which the employee is "On-Call" or anytime an employee is providing services on behalf of the City. Finally, on-duty shall include, for the purposes of this guideline only, extra-duty time where an employee is wearing a Black Hawk Police Department uniform.

Reasonable Suspicion: Suspicion of substance use based on specific, objective observations or facts.

Substance Abuse Professional (SAP): Licensed physician, licensed or certified psychologist, social worker, employee assistance professional or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

Substance Use: The use by ingestion, inhalation, absorption or injection, whether voluntary or involuntary, of a controlled substance, drug or alcohol.

Section 4 - Procedures, General

Employees are subject to all testing requirements under this guideline, including pre-employment, reasonable suspicion, post-accident, return-to-duty, and follow-up testing.

- 1) Any test for drug or alcohol use must conform to the standards established and approved by the City.

- 2) Employee Services, Department Director, or supervisor requesting a test for controlled substances or alcohol must comply with all record-keeping requirements of this guideline.
- 3) Employee Services, Department Director, or supervisor may authorize tests for drugs or alcohol use only by the specific procedures outlined below.
- 4) Except for the second or confirmation test of a split sample (where applicable), all costs for drug or alcohol testing are the responsibility of the City. Employees or applicants who request a test of the split sample must pay for that test.
- 5) The employee shall be solely responsible for the costs associated with any treatment, counseling or rehabilitation.

Section 5 - Prohibitions

All employees are subject to the following guidelines. This guideline prohibits the use of alcohol, drugs, or controlled substances that result in job impairment. It also prohibits the illegal possession, manufacture, use, sale, or transfer of a controlled substance while on-duty by employees.

- 1) **ALCOHOL PROHIBITIONS:** Any alcohol use that could affect performance including:
 - a. Use while on-duty.
 - b. Any use prior to reporting for duty, where such use may impair the employee's ability to perform any job.
 - c. Reporting for duty while under the influence of alcohol.
 - d. Use during the eight (8) hours following an accident, or until the employee undergoes a post-accident test.
 - e. Refusal to take a required test. Refusal shall mean the failure to submit to a test upon request by Employee Services, Department Director, or Supervisor.
- 2) **DRUG PROHIBITIONS:** Any drug use that could affect performance including:
 - a. Use of any drug, except by doctor's current prescription and then only if the doctor has advised the employee that the drug will not adversely affect the employee's ability to perform his or her duties safely, this includes over the counter medications that impair judgment and reaction time. Employees must inform their supervisor of any medication being taken which could interfere with the performance of their job duties. The Employee Services, Department Director, or Supervisor, or designee may require verification from a licensed practicing physician that the

prescription will not adversely affect the employee's ability to perform their job duties safely.

- b. Testing positive for such drugs.
- c. Refusing to take a required test. Refusal shall mean the failure to submit to a test upon request by Employee Services, Department Director, or supervisor.

Section 6 - Consequences for Violations of Prohibitions

- 1) The employee who tests positive, or otherwise violates this policy, will be subject to corrective action, up to and including Administrative Leave without pay or termination.
- 2) The employee shall immediately be removed from all duties pending the results of the drug or alcohol test. Employees will be paid for time spent in alcohol or drug testing; however, may be placed on Administrative Leave without pay or terminated if test results are positive.
- 3) Depending on the circumstances, the employee's work history/record, and any state law requirements, the City of Black Hawk may offer an employee who violates this policy or tests positive the opportunity to return to work on a last-chance basis pursuant to mutually agreeable terms. Should the employee test positive from subsequent testing, the employee will be immediately terminated.
- 4) If the employee who tests positive is permitted to continue employment with the City, the employee may not return until all return-to-duty requirements are met. Before returning to duty, the employee must undergo a return-to-duty test for:
 - a. Alcohol (if the prohibited conduct involved alcohol). Any alcohol test showing a presence of alcohol.
 - b. Drugs (if the prohibited conduct involved drugs) with a verified negative result.
 - c. Return-to-duty tests with a positive drug result or BAC showing alcohol use will result in the employee not returning to work. Additionally, such a positive drug result may result in termination of employment.
- 5) Prior to being allowed to return to duty, the City may require the employee to be evaluated by a substance abuse professional who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and/or drug use. Additionally, if the employee is identified as needing assistance in resolving the problem, the employee shall be solely responsible for the cost of any prescribed counseling and/or treatment. Furthermore, as a condition to returning to work, the employee may be subject to unannounced follow-up alcohol or drug tests administered by the City following the employee's return-to-duty. The number and frequency of the tests are to be

determined by Employees Services and the Department Director. Follow-up testing may be done for up to sixty (60) months following an employee's return-to-duty.

- 6) The City will not hire applicants to whom a contingent offer of employment has been made who test positive for controlled substances or alcohol for positions requiring a Commercial Driver's License (CDL). For all other positions, post-offer testing will include controlled substances (excluding marijuana) and alcohol.

Section 7 – Rehabilitation

Employee Services will provide the names of counseling and treatment programs to an employee testing positive for drugs and/or alcohol. The employee bears the responsibility for all costs associated with counseling, rehabilitation and post-return-to-work testing.

Section 8 - Tests Required for Employees

Methods for testing for alcohol may include a Portable Breath Test (PBT), Breathalyzer, Evidential Breath Testing device (EBT), or other test authorized for all alcohol testing. For drug testing, urine specimen collection, and testing shall be conducted by a laboratory capable of analyzing samples and keeping such samples in a safe and secure manner. The drugs to be tested include any scheduled controlled substance.

1) Pre- Employment:

Before performing any job duties, an employee must submit to testing for drugs and alcohol. Prior to performing a pre-employment drug and alcohol test, the City must notify the applicant that testing is required under this guideline. The City will not hire applicants to whom a contingent offer of employment has been made who test positive for controlled substances or alcohol for positions requiring a CDL. For all other positions, post-offer testing will include controlled substances (excluding marijuana) and alcohol.

2) Post-Accident Testing:

As soon as possible following an accident, the City shall test each surviving employee for alcohol and drugs when either:

- a. The accident involved a fatality or serious injury requiring immediate medical attention;
- b. The employee received a citation under state or local law for a moving traffic violation arising from the accident;
- c. The accident violated a significant department safety guideline or procedure;

- d. The accident involved significant property damage; or
- e. Any accident where there is reasonable belief that an employee may be under the influence of alcohol or drugs at the time of the accident or near accident.

Alcohol tests shall be conducted within two (2) hours of the accident if possible. A test administered by on-site police or public safety officials under separate authority may be used, and a blood or breath alcohol test and a urine drug test performed by such local officials, using procedures required by their jurisdictions, shall be acceptable. The staff member shall remain in the presence of the immediate supervisor or designated authority until testing is complete.

Drug tests shall be completed within thirty-two (32) hours of the accident. Beyond this period, attempts to test shall cease and a record prepared and maintained by the Police Chief or his designee indicating why the test was not performed.

An employee who is subject to post-accident testing must remain available, or the City may consider the employee to have refused to submit to testing. The employee subject to post-accident testing must refrain from consuming alcohol for eight (8) hours following the accident, or until they submit to an alcohol test, whichever comes first.

NOTE: Nothing in this guideline shall be construed to require the delay of necessary medical attention for injured people following an accident. Also, the employee is not prohibited from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency care.

3) Post-Critical Incident Testing:

As soon as practical, the City may require a test of each employee involved in a critical incident. Those procedures and time periods set forth under the requirements for post-accident testing shall also apply to post-critical incident testing.

4) Reasonable Suspicion Testing:

The City may initiate a drug or alcohol test when there is reasonable suspicion to believe the employee has violated the prohibitions of this guideline. The decision to test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The documentation for suspicion testing must be completed within twenty-four (24) hours of the observed behavior or before the results are released, whichever is earlier.

5) Random Testing:

Random drug testing shall be administered by Employee Services as required by federal law for those employees required to possess Commercial Drivers' License (CDL) as more particularly described in their approved Job Description.

The conditions for selection and notification of random testing are:

- a. Selection of employees shall be made by a scientifically valid method.
- b. Employees Services shall assure that random tests are unannounced and spread reasonably throughout the year.
- c. Employees Services shall ensure that the employees selected for random tests precede immediately to the collection site upon notification of selection.

In the event an employee who is selected for a random test is on ~~PTO~~vacation, layoff, or an extended medical absence, Employee Services can select another employee for testing or keep the original selection confidential until the employee returns to duty. If an employee is skipped, Employee Services must document the reason why.

6) Return-to-Duty Testing:

In the event an employee who has violated these alcohol or drug prohibitions is permitted to return to their position, they shall complete a return-to-duty test which need not be confined to the substance involved in the violation.

7) Follow-Up Testing:

If an employee who has violated these alcohol or drug prohibitions is returned to their position, the City may require the employee to undergo unannounced follow-up testing following the employee's return to duty. The number and frequency of the tests are to be determined by the City.

8) Testing Safeguards:

Urine, saliva, breath testing, and/or portable breath testing shall be used to collect specimens for testing of the presence of alcohol or controlled substances. The City shall ensure the integrity of the collection system to maintain confidentiality and ensure that the test results are attributed to the correct employee.

Although other departments in the City may use other, different or more restrictive specimen collection procedures, it is the express intent of the City that the collection procedures under this guideline be less restrictive and limiting.

Section 9 - Employee Drug Test Notifications

The City shall contact the employee to verify a positive or negative test result as soon thereafter as is practical. The employee shall also be told which drugs were verified positive. An employee testing positive for any controlled substance or alcohol shall have the option to have the sample re-tested, at his expense.

An applicant to whom an offer of employment has been made shall be notified of the results of the drug test if the applicant requests the results within 60 days of being notified of the disposition of the employment.

708 EMPLOYEE ISSUE / PROBLEM-SOLVING PROCEDURES

Section 1 - Introduction

The City seeks to provide a workplace in which all employees are treated as an important part of our team, and where employees are treated fairly. In the event an employee has a dispute with a supervisor or the City of Black Hawk, the City provides this procedure for dispute resolution. All disputes between any employee and the City are intended to be resolved in accordance with the following procedure. This policy is intended to provide employees with appropriate and prompt responses to problems and concerns through this dispute resolution process. Please note, however, that the City reserves the right to modify this procedure at any time and nothing in this procedure shall be construed to constitute a contract between an employee and the City of Black Hawk or to constitute any part of a contract between an employee and the City.

A grievance is a concern or complaint by an employee concerning any matter related to the employee's employment with the City. All grievances must be in writing. The employee must state clearly and concisely all the known facts related to the grievance, including "who, what, where, when, and why." Clearly explain why the employee disagrees with the act or omission that forms the basis for the grievance. Also explain what remedy the employee is requesting. The employee must sign and date the grievance.

Employees are assured freedom from restraint, interference, discrimination, or reprisal in the presentation of their problems. The City has established procedures to be followed in the problem-solving process. The City has determined that for the problems described in Section 2 below, the Department Director will make the final decision and that for the problems described in Section 1 below, the City Manager will make the final decision.

Section 1 - Problems Addressable to the City Manager

The following issues/problems may be subject to review and final decision of the City Manager.

- 1) A complaint received regarding the conduct of a Department Director;
- 2) Loss or damage to City property as described in Section 505 of this Employee Handbook;
- 3) Conflict of interest as described in Section 803 of this Employee Handbook;
- 4) Forms of harassment as described in Section 110, 111, and 112 of this Employee Handbook; and
- 5) Demotions as described in the "Definitions" Section at the end of this Employee Handbook.

Section 2 - Issues/Problems Addressable to the Department Director

Problems that are not specifically defined in Section 1 above shall only be appealable to the Department Director of the employee. These problems include, but are not limited to: hiring decisions, transfers, promotions, appointments, evaluations, and outside employment.

Section 3 - Issue/Problem-Solving Steps

Preliminary Step

An employee must first address their concern(s) with their immediate supervisor. This may be done orally in an informal discussion. If the employee's informal attempt to resolve the matter is not successful, the employee may implement the formal grievance process.

Step 1

An employee must submit their grievance in writing to their supervisor. The employee submits the problem in writing to the immediate supervisor within ten (10) working days of the incident that gives rise to the problem. The employee shall attempt to resolve the problem with the immediate supervisor. The employee shall not attempt to circumvent this process by any form of communication to any person beyond the immediate supervisor. If the employee's grievance is with their supervisor, the employee shall submit their grievance in writing to their Department Director.

The employee's supervisor will respond in writing within ten (10) working days following receipt of the grievance. All grievances and replies in Step 1 must be in writing. If the grievance is not settled in Step 1, then the employee may proceed to Step 2.

In the event of a claim of sexual harassment, the employee may go directly to the Department Director or City Manager as is appropriate. All decisions of the Department Director related to problems described in Section 3 of this process shall be final.

Step 2

Within ~~five-ten (5)~~10 -working days following receipt of the written answer to the employee's Step 1 grievance from the employee's supervisor (or within ~~five (5)~~ten (10) days after the immediate supervisor should have issued a written decision), the employee may appeal the supervisor's decision to their Department Director. The appeal shall state the nature and circumstances of the employee's problem with appropriate documentation. The Department Director will then undertake an investigation of the grievance and the underlying facts. Within ~~five (5)~~ten (10) working days following receipt of the employee's written grievance the Department Director will meet with the employee in person to discuss the grievance or assign an appropriate person to conduct an investigation. The Department Director may request additional information from the employee, the supervisor or other relevant parties. The Department Director will then provide a written response to the grievance within ~~ten (10)~~fifteen (15) working days following the date of the meeting or the date of receipt of requested information. In some situations, an investigation into a grievance or complaint may extend beyond the time limits provided herein. The Department Director or City Manager have the discretion to extend any written response to the employee until a complete investigation can be completed.

Step 3

Employees may only appeal decisions of the Department Director to the City Manager for problems which are described in Section 1 of this Chapter. If a problem described in Section 1 of this Chapter is not satisfactorily resolved at the Department Director level, the employee may submit a written appeal to the City Manager. The City Manager may appoint a designee to investigate the facts giving rise to the problem and subsequent reviews. The City Manager then reviews all relevant information concerning the situation and communicates a final decision in writing to all parties concerned within a reasonable period of time.

709 EMPLOYMENT RELATIONSHIP

The employment relationship between the City and its at-will employees is at the mutual consent of both parties:

- 1) The City of Black Hawk and the employee have the right to end the employment relationship at any time for any reason, with or without notice or cause.

- 2) Employees who are separated by the City with or without notice or cause, have no right or expectation to receive any pre-release or post-release proceeding, hearing, or appeal.
- 3) At-will employees have no right to return to employment in a former City position or right to employment in any other City position.
- 4) The at-will relationship established by the promulgation of this policy supersedes any prior oral, written or implied employment relationship.
- 5) The at-will relationship established by this policy may not be altered by the parties unless there is a written agreement signed by the employee and the City Manager. In the event of any contrary statement, oral or written, now or in the future, the at-will relationship established by this policy shall control.
- 6) In the event an employee is terminated by the City and believes the basis for termination is erroneous, the employee may seek a “name-clearing” meeting with the City Manager or the City Manager’s designee by written request made within ten (10) calendar days of the date of termination. Such meeting shall only be an opportunity for the employee to address potentially stigmatizing statements made by supervisors as part of the employee’s termination.

710 USE OF COMPUTERS, ELECTRONIC MAIL, & THE INTERNET

Access to the Internet and use of City WiFi is given principally for work-related activities or approved educational/training activities. Incidental and occasional personal use and study use is permitted. This privilege shall not be abused and must not affect a user’s performance of employment-related activities.

All computer equipment and technology which is provided to employees, volunteers and independent contractors of the City is and shall remain the property of the City. This includes hardware and software, as well as electronic mail (“e-mail”) and access to the Internet. Computer equipment and technology are provided to City employees to aid them in performing job-related tasks. Computer equipment and technology provided by the City must be used appropriately.

Any questions regarding these procedures shall be referred to the Department Director or Finance Director.

Appropriate Use

Appropriate use of City-provided computer equipment and technology includes, but is not limited to:

- 1) Official City business.
- 2) Purposes that benefit the City as determined by the appropriate supervisor or Department Director.
- 3) Purposes that benefit the employee, and thereby the City, as determined by the appropriate supervisor. For example, City-provided computer equipment and technology may be used to aid an employee in pursuit of relevant training, education, or certification, as determined by the Department Director.

Inappropriate Use

Inappropriate use of City-provided computer equipment and technology includes, but is not limited to:

- 1) Using such technology and/or equipment for personal monetary profit.
- 2) Transmitting or storing any information that is threatening, harassing, sexually explicit, or derogatory toward any minority, ethnicity or gender.
- 3) Circumventing security measures or intentionally impairing the operation of City resources.
- 4) Removing or disposing of computer equipment without approval of the IT Manager.
- 5) Installing hardware from any source without the approval of the IT Manager.
- 6) Performing or attempting to perform any maintenance on City-provided computer equipment without approval of the IT Manager.
- 7) Installing software from any source without approval of the IT Manager. Any unlicensed or personal software installed may be deleted without notice.
- 8) Disabling any software without approval of the IT Manager. This includes, but is not limited to, anti-virus software and security software.
- 9) Storing confidential, proprietary, or copyrighted data on storage devices in violation of any law or license agreement.
- 10) Using any Internet resources in violation of any license term, condition, or agreement.
- 11) Violating federal, state, or local laws in any manner.
- 12) Using data media provided by any entity other than the City without scanning for viruses prior to use.
- 13) Using computer equipment in such a way that it is susceptible to excess wear or damage, or in a manner for which it was not designed to be used.
- 14) Allowing unauthorized individuals to access City-provided equipment and/or technology, including the disclosure of an employee's password to unauthorized individuals.
- 15) Accessing pornography via the Internet or storing pornography, except for

legitimate use by law enforcement in the course of official business, as determined by the Police Chief.

- 16) Accessing or subscribing to list servers, newsgroups, chat rooms, streaming video and/or audio, and instant messaging services, unless used for legitimate City business purposes, with the prior approval of the Department Director.
- 17) Accessing another employee's e-mail without authorization.
- 18) Computer game software may not be used while on-duty or scheduled breaks. Police dispatch and employees who work twenty-four (24) hour shifts are allowed to use computer game software during "stand down" periods.

Violation of this Policy

In all circumstances, use of Internet access and email systems must be consistent with the law and City policies. Violation of this policy is a serious offense and, subject to the requirements of law, may result in a range of sanctions from restriction of access to electronic communication facilities to termination of employment.

Security and Privacy

The systems that facilitate the transfer of e-mail and access to the Internet are owned by the City. Employees shall have no expectation of privacy when using City-provided computer equipment and/or technology, even though some features may seem to indicate privacy.

E-mail stored or saved on City-provided computer equipment is subject to the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.*, as amended, and the City's Public Records Policy. For more information, please review the City's Public Records Policy.

The City may conduct an inspection of its computer equipment and technology at any time for any reason. The City may monitor e-mail, Internet, and computer usage at any time without the consent or knowledge of the employee.

The City may allow employees to access e-mail via technology that is not administered or provided by the City (off-site computers). When this occurs, such e-mail will be centrally stored in City computer equipment, and will be subject to this Section 710.

The City will provide official e-mail accounts to those employees entitled to e-mail privileges. All official City business shall be conducted within official City e-mail accounts.

Employees shall not expect that e-mail will be retained on City-provided computer equipment for any particular length of time. The City may delete e-mail from City-provided computer equipment at any time.

Personal Use

While occasional personal use of City-provided computer equipment and technology is permitted, all personal use shall be subject to this Section 710. Personal use must not interfere with official City business or legitimate use of the computer system. The IT Manager may track personal use, and the City may terminate employment when such personal use is excessive.

Use of Electronic Commerce

Employees may utilize websites and other Internet resources to aid in the purchasing of resources for the City. All transmission of credit, purchasing, or debit card numbers to websites or any other Internet resource must proceed via a secure connection. Purchasing over the Internet shall comply with all other applicable City purchasing policies.

711 CITY WEBSITE AND SOCIAL MEDIA POLICY

Policy Statement

This policy establishes guidelines for the creation and use by the City of Black Hawk of website and social media sites as a means of conveying City of Black Hawk information to the public.

Purpose

The intended purpose behind the use of City of Black Hawk's website and social media sites is to disseminate information from the City, about the City, to the public. The City of Black Hawk has a primary interest and expectation in deciding what is communicated on behalf of the City on City of Black Hawk on the City's web page and social media sites. For the purpose of this policy, social media refers to any facility for online publication and commentary, including without limitation social networking sites such as Facebook and Twitter, content hosting sites such as YouTube, as well as blogs and wikis.

This policy is in addition to and complements any existing or future City of Black Hawk policy regarding the use of technology, computers, smartphones, email or the internet. This policy is applicable to all City personnel.

This policy does not govern personal use of social media websites during work hours, which is outlined in Section 710, Personal Use

City of Black Hawk Professional Website

- 1) The creation or use by any City department or City employee of a City-related website is subject to City-wide policies, procedures and practices related to the City's web site as established by the Administrative Services Director or his/her designee and approved by the City Manager.

- 2) The City of Black Hawk's website at <https://www.cityofblackhawk.org> is the City's primary and predominant internet presence.

Policy – City of Black Hawk Professional Social Media Sites

- 1) The creation or use by any City department or City employee of a City-related social media site is subject to City-wide policies, procedures and practices related to all City social media sites as established by the Administrative Services Director or his/her designee and approved by the City Manager.
- 2) All approved City of Black Hawk social media sites shall be managed by the Administrative Services Director or his/her designee. Proposed social media content will be provided by the Administrative Services Director or his/her designee in conjunction with Department Directors or their designee for the monthly social media calendar. There will be only one official City site per social media venue (i.e. one City Facebook, one City Twitter, etc.). Creation of an unauthorized City social media site is prohibited.
- 3) The Administrative Services Director or his/her designee will monitor the content on City social media sites – including comments -- to ensure adherence to this City of Black Hawk Social Media Policy, related policies and procedures, and also to ensure they further the interests and goals of the City of Black Hawk.
- 4) City social media sites, whenever possible, will make clear that they are maintained by the City of Black Hawk and that they follow the City of Black Hawk Social Media Policy. The official City logo shall be used on all social media accounts to identify the authenticity of the site and maintain a uniform, professional appearance. Profile pictures or banners on social media sites will be consistent with the look of the City website and approved by the Administrative Services Director or his/her designee. All posts and comments will be made or generally identified as "City of Black Hawk" without use of an individual's name. The Administrative Services Director or his/her designee will confirm compliance with this requirement.
- 5) Wherever possible, City social media sites should link back to the official City of Black Hawk website for forms, documents, online services and other additional information necessary to conduct business with the City of Black Hawk. City social media sites should be used in a way to encourage visitors to visit the City of Black Hawk web site. The City of Black Hawk's website at <https://www.cityofblackhawk.org> will remain the City's primary and predominant internet presence. The Administrative Services Director or his/her designee will confirm compliance with this requirement.
- 6) Responses to comments posted on City social media pages by visitors to City pages will be made by the Administrative Services Director or his/her designee. Responses will be provided in as timely a manner as possible during the standard workday (Monday through Friday, 0800 - 1700). Social media is not

expected to be routinely monitored or responses made after normal business hours or during weekends and holidays.

- 7) City of Black Hawk employees representing the City of Black Hawk via City social media accounts must conduct themselves at all times as representatives of the City of Black Hawk and act in the best interest of the City. Anyone who fails to conduct themselves in an appropriate manner may be subject to corrective action in accordance with established City policies.
- 8) The Administrative Services Director or his/her designee posting to City social media shall adhere to applicable federal, state and local laws, regulations and policies.
- 9) City social media pages are considered a limited public forum. All posts, comments, and other associated content and activity on such pages are considered public property and will be retained by the City in accordance with Colorado law. The City of Black Hawk encourages and appreciates dialogue and engagement on City pages and asks that it be done in a civil and respectful manner. The City will not regulate, remove or control comments or posts based on the viewpoints expressed therein, even if critical of the City, its policies and its operations. However, comments or posts that are sexual or obscene in content or links to obscene content; solicitations of commerce or links to commercial sites; content that compromises the safety or security of the public or public systems; or content that violates legal ownership interests of another party may be hidden from public view and archived for record.
- 10) Content must be managed, stored and retrieved to comply with these laws. All City social media material, when no longer posted, must be archived according to the City's adopted records retention policy.
- 11) Any content maintained in a social media format that is related to City business, including a list of subscribers and posted communication, is a public record. The Black Hawk City Clerk or his/her designee is responsible for responding completely and accurately to any public records request for public records on social media. Wherever possible, social media sites shall clearly indicate that any articles and any other content posted or submitted for posting are subject to public disclosure.

Policy – Employee Personal Social Media Sites

City employees may have personal social networking and social media sites, and these sites should remain personal in nature and be used to share personal opinions or non-work related information. Following this principle helps ensure a distinction between sharing personal and City views.

City employees must never use their City e-mail account in conjunction with a personal social networking or social media site.

The following guidance is for City employees who decide to have a personal social media or social networking site or who decide to comment as a member of the public on posts about official City business:

- 1) State your name and, if relevant, your position with the City, when discussing City business; and
- 2) Use a disclaimer such as: "The postings on this site are my own and don't reflect or represent the opinions of the City for which I work." Or, when commenting on a City site, "This comment is from my perspective as an individual citizen, not as an employee of the City."
- 3) Even with a disclaimer, an employee commenting on the City of Black Hawk official website and/or official social media sites may be considered to be acting in his or her capacity as an employee and speaking pursuant to their official duties.

801 LIFE-THREATENING ILLNESSES IN THE WORKPLACE

Employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. The City supports these endeavors as long as employees are able to meet acceptable performance standards. As in the case of other disabilities, the City will make reasonable accommodations in accordance with all legal requirements to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.

Medical information on individual employees is treated confidentially. The City will take reasonable precautions to protect such information from inappropriate disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to termination of employment.

Employees with questions or concerns about life-threatening illnesses are encouraged to contact their Department Director or the Administrative Services Director for information and referral to appropriate services and resources.

802 EMPLOYEE POLITICAL ACTIVITIES

Federal and State Elections and Campaigns. Employees are free, on their own time and away from any office of the City, to participate in all federal, state, and county partisan campaigns and to openly express their views and support for candidates. Employees shall refrain from any political activities which give the appearance that they are endorsed by the City or which interfere with the performance of their normal duties. Any employee whose position is funded by a federal program and/or monies shall be subject to the provisions of 5 United States Code, Section 1501, et seq., as amended, commonly known as the Hatch Act.

Local Elections and Campaigns. Candidates for Office. Any employee desiring to be a candidate for municipal office in the City of Black Hawk shall resign from the employ of the City. Candidates who are unsuccessful in their bid for elected office may apply for reemployment.

Activities. Employees, while on City time, shall not publicly support or endorse any candidates for municipal office in the City of Black Hawk, shall not circulate or cause to be circulated any nominating petitions for such office, shall not distribute any campaign literature or display any campaign buttons, car stickers or placards on behalf of any candidate for municipal office in the City of Black Hawk.

Solicitation of Contributions for Political Parties or Candidates. Employees shall not be required to make any contribution to a political party, elected official, or candidate, and their refusal to do so shall not be used to penalize them in any way. An

employee, while on City time or on City property, shall not make any solicitation of such contributions from any other employee.

803 CONFLICT OF INTEREST / INCOMPATIBLE ACTIVITIES

As a matter of guideline, the City shall strive to ensure that every effort is made to promote public confidence in government by assuring the citizens of the impartiality, integrity, and honesty of City employees. As such, employees will ensure that their actions present neither a conflict of interest nor the appearance of a conflict with the public trust. Following are examples of activities which are incompatible with City employment or could be construed as a conflict of interest:

- 1) Any employment or activity which involves the use for private gain of the City's time, facilities, equipment, uniform badge, or privileged or confidential information;
- 2) Receipt or acceptance by employees of any money or other consideration from anyone other than the City for performance of their duties as a City employee;
- 3) Use of excess leave time that impairs the employee's efficiency in the performance of their duties as a City employee;
- 4) Performance of an act in other than one's capacity as a City employee which may later be subject, directly or indirectly, to control, inspection, review or audit by such employee or by the City department in which the employee is employed;
- 5) Employees and members of their families shall not solicit or accept personal gifts offered because of the employee's duties, functions, or responsibilities for the City;
- 6) Employees shall comply with Colorado State and Criminal Statutes dealing directly with conflict of interest situations;
- 7) Employees shall contact their supervisor before engaging in an activity which may be considered incompatible or construed as a conflict of interest. The City Manager or their designate shall make the final decision regarding interpretation of conflict of interest;
- 8) The City Manager may promulgate administrative regulations dealing with guidelines, reporting and other appropriate items regarding this Section;
- 9) Engagement in incompatible activities and/or presence of conflict of interest may result in termination of employment.

DEFINITIONS

The following terms wherever used in this Handbook shall have the following meaning:

- 1) "Advancement" means a salary increase.
- 2) "Applicant" means a person who has filed a completed application for employment, submitted a resume, or otherwise applied for a specific job for which the City is currently receiving applications within established personnel policies.
- 3) "Appointment" means the placing of a person in a position on a full-time or part-time basis.
- 4) "Demotion" means the change of an employee from one position to a lower paid position, with a change in job title and responsibilities.
- 5) "Discharge" means involuntary separation of any person subject to these policies.
- 6) "Employee development" means any form of instruction designed to increase the proficiency, qualifications, knowledge, skills, and abilities of City employees.
- 7) "Full-time employee" means one who is not in an introductory status and who is regularly scheduled to work the City's full-time schedule. Generally, they are eligible for the City's benefits package, subject to the terms, conditions, and limitations of each benefit program.
- 8) "Grievance" is a complaint by an employee concerning any matter related to the employee's employment with the City. All grievances must be filed in writing.
- 9) "Holiday pay" is defined as one-and-one-half (1½) the employee's regular rate for the actual hours worked, up to the amount of hours recognized for that holiday (eight [8] hours for a full day). All hours worked on a holiday in excess of the recognized hours will be paid at the employee's straight-time rate.
- 10) "Immediate family" means spouses, including common law spouses, partners in a domestic partnership, partners in a civil union, parents, grandparents, brothers and sisters, children, and grandchildren, as well as the above members of step-families, adoptive families and in-law families of an employee. For purposes of the City's family and medical leave guideline, "immediate family" shall only include those relations contained within the federal Family and Medical Leave Act.
- 11) "Introductory employee" means an employee recently hired, promoted into a position, or transferred to a significantly different position, serving an introductory period.
- 12) "Introductory period" means the length of time (twelve [12] months) ~~(six [6] months for full-time employees other than Communications and Police Officers which serve a twelve [12] and eighteen [18] month introductory period, respectively)~~ during which an employee's skills, abilities, attitude, and other job-related criteria are evaluated to determine their suitability for appointment to a regular position.

- 13) "Layoff" means the separation of an employee from a position because of lack of work or non-availability of funds, abolishment of a position, reduction in service levels, or reduction in workforce.
- 14) "Modified Duty Supervisor" means Authorized Supervisor for assigned modified duty.
- 15) "Normal Business Hours" mean 0800 hours to 1700 hours Monday through Friday.
- 16) "On- duty" means:
 - a. Under FSLA: compensable hours worked. Includes all time an employee must be on duty, or on the employer's premises or at any other prescribed place of work from the beginning of the first principal activity of the workday to the end of the last principal work activity of the workday. Also included is any additional time the employee is allowed (i.e., suffered or permitted) to work.
 - b. Under FMCSA: See Section 707 Drug & Alcohol Use, Section 3, Definitions: On-Duty Time
- 17) "Overtime" means authorized time worked by an employee in excess of their normal work period.
- 18) "Paid Status" means an employee is paid wages for time worked or from hours recorded as earnings from the employee's leave bank, i.e. ~~vacation, holiday, floating holiday~~ Paid Time Off (PTO) or sick leave. It does not include earnings from disability benefits or leave hours donated through the Sick Leave Donation program.
- 19) "Part-time employee" means a non-exempt employee who is paid on an hourly basis and whose regular work week is less than or equal to twenty-nine (29) hours.
- 20) "Position" means a specific job in the City as authorized by appropriate City ordinance and assigned the appropriate pay level.
- 21) "Promotion" means the movement of an employee from one pay level to a higher pay level.
- 22) "Tenure" means the total number of months of service to the City as of the most recent date of hire to a full-time position.
- 23) "Termination" means permanent separation of an employee from the City employment rolls, resulting from death, discharge, layoff, resignation, or retirement.
- 24) "Non-paid status" means an employee who is on a type of leave authorized by law, including by way of example disability leave or Family and Medical Leave, and who has otherwise exhausted any form of accrued paid leave offered by the City, or who is on Administrative Leave without pay.
- 25) "Working conditions" means those factors, both physical and psychological, which comprise an employee's work environment.

COUNCIL BILL 56
ORDINANCE 2021-56
AN ORDINANCE
ADOPTING THE CITY OF
BLACK HAWK 2022 PAY
PLAN

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

COUNCIL BILL NUMBER: CB56

ORDINANCE NUMBER: 2021-56

**TITLE: AN ORDINANCE ADOPTING THE CITY OF BLACK HAWK 2022 PAY
 PLAN**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK,
GILPIN COUNTY:

Section 1. The City of Black Hawk 2022 Pay Plan, attached hereto and incorporated
herein by this reference is hereby adopted, to be effective upon the effective date of this Ordinance.

Section 2. Safety Clause. The City Council hereby finds, determines, and declares
that this Ordinance is promulgated under the general police power of the City of Black Hawk, that
it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is
necessary for the preservation of health and safety and for the protection of public convenience
and welfare. The City Council further determines that the Ordinance bears a rational relation to
the proper legislative object sought to be attained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance
or the application thereof to any person or circumstances shall for any reason be adjudged by a
court of competent jurisdiction invalid, such judgment shall not affect application to other persons
or circumstances.

Section 4. Effective Date. The City Clerk is directed to post the Ordinance as required
by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 8th day of December, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Amendment to 2022 Pay plan and 2022 Job Descriptions

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE Council Bill 2021-56, An Ordinance Amending the City of Black Hawk 2022 Pay Plan.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

2022 Pay Plan:

The attached Draft 2022 Pay Plan includes a 0.5 % increase in Salay Ranges per the current market analysis over the 2021 Pay Plan. The 2022 Budget includes the 0.05% increase to the City of Black Hawk Salary Ranges.

Organizational Charts and Job Descriptions:

Council approved two additional positions in the 2022 Budget, Communications Supervisor and Fire Marshal, and the reinstatement of the previously approved Civil Engineer position. The Police and Fire Chief provided the following narrative for the new positions. The City Engineer revised the Civil Engineer job descriptions. The associated job descriptions with org charts are attached.

From Police Chief Michelle Moriarity:

Since my hire date, I have observed our police department looking for areas of improvement. During this time, one area I feel is lacking in supervision is our dispatch center. Currently, the center is supervised by the Administrative Commander, who also supervises investigation, records, and property/evidence. The dispatch center alone has 7 employees, and the span of control for the leadership is wearing thin. The dispatch center needs consistent leadership for scheduling, employee issues, policy changes, Fire/EMS liaison, 911 authority boards, and general oversight. I feel a Communications Supervisor will benefit the city, and more specifically, the Police Department and the Fire Department. Chief Woolley and I have been discussing the collaborative efforts between the Police Department and the Fire Department within the dispatch center, and this supervisory edition will help foster these efforts.

From Fire Chief Christopher Woolley:

A review of job descriptions, certification requirements, and pay ranges show that the position the City of Black Hawk had previously classified as a Fire Inspector more closely aligns with that of Fire Marshal. As such, a re-classification is requested in an effort to hire an individual with the knowledge, skills, and experience necessary for the complex fire prevention activities found in Black Hawk.

The most pressing points to consider in making this position adjustment are outlined below.

- Black Hawk certification requirements are more extensive than what would be considered for a Fire Inspector.
 - In general, a Fire Inspector is considered an entry-level position.

- Fire inspectors in most organizations only conduct fire inspections. In Black Hawk, we, the individual is to be well-versed in plan review, acceptance testing, and interaction throughout the development and construction process.
- The complexity of fire protection systems in Black Hawk necessitates a higher degree of experience more aligned with that of a Fire Marshal.

The re-classification would also necessitate a minor modification to the Fire Chief's job description. Currently, the Fire Chief serves as the Fire Marshal. A modification deleting this requirement is recommended.

AGENDA DATE:

December 8, 2022

FUNDING SOURCE:

Personnel Line Items for Police and Fire

STAFF PERSON RESPONSIBLE:

Melissa Greiner, CMC
City Clerk/Administrative Services Director

DOCUMENTS ATTACHED:

Draft Amended 2020 Pay Plan, Draft
Organizational Charts, and Draft Job Descriptions

RECORD:

[] Yes [X] No

CITY ATTORNEY REVIEW:

[X] Yes [] N/A

SUBMITTED BY:



Melissa A. Greiner, CMC
City Clerk/Administrative Services Director

REVIEWED BY:

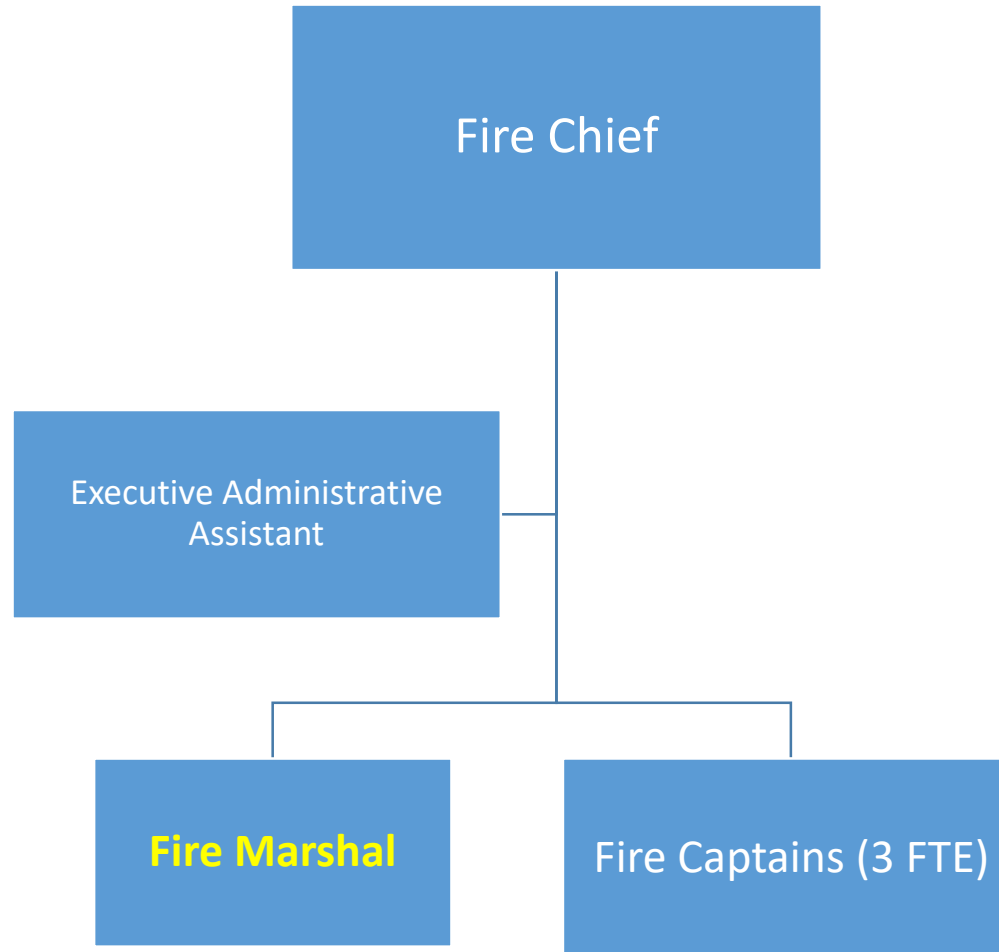


Stephen N. Cole
City Manager

Draft 2022 Salary Ranges

City of Black Hawk FT Job Titles		Draft 2022 Salary Range		
Administrative Services	Minimum	Mid-Point	Maximum	
City Clerk/Administrative Services Director	\$142,852	\$164,279	\$185,707	
Senior Human Resources Analyst	\$81,989	\$94,287	\$106,585	
Deputy City Clerk	\$61,167	\$70,342	\$79,518	
Information Specialist	\$61,342	\$70,543	\$79,744	
Community Planning & Development				
CP&D Director	\$140,350	\$161,402	\$182,454	
Development Services Coordinator	\$61,342	\$70,543	\$79,744	
Finance Department				
Finance Director	\$142,383	\$163,741	\$185,098	
Senior Accountant	\$80,414	\$92,476	\$104,538	
IT Manager	\$109,073	\$125,434	\$141,795	
IT Systems Analyst	\$86,800	\$99,820	\$112,840	
Fire Department				
Fire Chief	\$149,255	\$171,644	\$194,032	
Fire Marshall	\$111,280	\$127,972	\$144,663	
Fire Captain	\$106,869	\$122,900	\$138,930	
Fire Lieutenant	\$101,780	\$117,047	\$132,315	
Fire Engineer	\$68,641	\$78,938	\$89,234	
Senior Firefighter	\$65,373	\$75,179	\$84,985	
Firefighter	\$62,260	\$71,599	\$80,938	
Executive Administrative Assistant FD	\$61,342	\$70,543	\$79,744	
Police Department				
PD Admin				
Police Chief	\$145,172	\$166,947	\$188,723	
Police Commander	\$120,458	\$138,527	\$156,596	
Police Sergeant	\$103,298	\$118,792	\$134,287	
Police Detective	\$85,114	\$97,881	\$110,648	
Police Officer IV	\$81,061	\$93,220	\$105,379	
Police Officer III	\$77,201	\$88,781	\$100,361	
Police Officer II	\$73,524	\$84,553	\$95,582	
Police Officer I	\$70,023	\$80,527	\$91,030	
Police Recruit	\$63,953	\$73,546	\$83,139	
Police Property Evidence Technician	\$54,994	\$63,243	\$71,492	
Executive Administrative Assistant/Training Coordinator PD	\$61,342	\$70,543	\$79,744	
Police Records Supervisor	\$67,278	\$77,370	\$87,461	
Police Rec Specialist/Mun Ct Clerk	\$46,828	\$53,852	\$60,876	
Communications				
Communications Supervisor	\$78,737	\$90,548	\$102,358	
Communications Officer II	\$56,482	\$64,954	\$73,427	
Communications Officer I	\$53,792	\$61,861	\$69,930	
Public Works Department				
Administration				
Public Works Director	\$140,380	\$161,437	\$182,494	
Maintenance Services Manager	\$107,315	\$123,413	\$139,510	
Executive Administrative Assistant PW	\$61,342	\$70,543	\$79,744	
Engineering				
City Engineer	\$113,601	\$130,642	\$147,682	
Civil Engineer	\$83,832	\$0	\$0	
GIS Analyst/Eng Assoc	\$71,758	\$82,522	\$93,286	
Facilities				
Facilities Maintenance Supervisor	\$78,352	\$90,105	\$101,858	
Facilities Maintenance Technician II	\$54,534	\$62,714	\$70,894	
Facilities Maintenance Technician I	\$51,937	\$59,728	\$67,518	
Fleet				
Fleet Supervisor	\$70,102	\$80,617	\$91,132	
Fleet Pur & Inv Asst	\$61,342	\$70,543	\$79,744	
Lead Fleet Technician	\$59,274	\$68,165	\$77,056	
Fleet Technician II	\$56,451	\$64,919	\$73,387	
Fleet Technician I	\$53,763	\$61,828	\$69,892	
Fleet Support Technician	\$35,087	\$40,350	\$45,613	
Maintenance				
Maintenance Supervisor	\$75,344	\$86,645	\$97,947	
Lead Maintenance Worker	\$51,710	\$59,466	\$67,222	
Maintenance Worker II	\$49,247	\$56,634	\$64,021	
Maintenance Worker I	\$46,902	\$53,937	\$60,973	
Water				
Water Manager	\$120,308	\$138,354	\$156,401	
Water System Superintendent	\$99,988	\$114,986	\$129,984	
Lead Water Utility Operator	\$59,829	\$68,803	\$77,777	
Water Utility Operator IV	\$56,980	\$65,526	\$74,073	
Water Utility Operator III	\$54,266	\$62,406	\$70,546	
Water Utility Operator II	\$51,682	\$59,434	\$67,187	
Water Utility Operator I	\$49,221	\$56,604	\$63,987	

PROPOSED FIRE DEPARTMENT ORGANIZATIONAL CHANGE



**CITY OF BLACK HAWK
2022 Job Description**

JOB TITLE:	Fire Marshal	DEPARTMENT:	Fire
REPORTS TO:	Fire Chief	EXEMPT:	Yes
SALARY RANGE:	\$111,280 – 144,663 / Annual		
HIRING RANGE:	\$111,280 - \$127,972 / Annual		

SUMMARY:

Under the direction of the Fire Chief, the Fire Marshal performs fire inspections, plan review, system testing, and fire origin and cause investigation duties for the Fire Department. Assists the Fire Chief in the management and functions of the City fire inspections, plan review, and life safety programs. Schedules and performs annual fire inspections, new construction inspections and conducts plan reviews to assure compliance with the adopted fire codes. Participates in the development and maintenance of pre-incident plans. May be asked to respond to and investigate fire code compliance complaints. Prepares reports in regards to fire inspections, fire alarms, and assists with preparation for the adoption of new fire codes. Reviews alarm and activity reports to assist the Fire Chief in identifying preventative strategies to reduce false alarms. Identifies training needs and educational activities to maintain and improve professional skills of department members. Reads and studies trade journals and other related data to keep abreast of the latest information in this field of expertise. Requires a high degree of independent judgment, initiative, and understanding that must be exercised in customer service and code compliance.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Schedules and performs annual fire inspections, re-inspections, and new construction fire inspections.
- Performs code compliance inspections and follow up inspections to assure compliance with adopted codes, national standards, and approved construction plans.
- Maintains detailed records of inspection activities.
- Compiles data, completes necessary reports, forms, computer input, and other documentation as needed.
- Authorizes and monitors temporary fire watch permits for compliance and record keeping.
- Performs technical reviews of site, construction, and fire protection system plans to confirm compliance with City laws, codes, and ordinances and provides detailed review reports to the Community Planning and Development Department.
- Provides consultation to local businesses and contractors in regards to projects and code compliance.
- Maintains records in regards to the City's Fee Schedule and prepares necessary documentation for the Finance Department to issue invoices.
- Responds to and resolves complaints from internal and external customers in a timely and accurate manner.
- Documents deficiencies and violations, and provides guidance for compliance.
- Represents the City to developers, the public, the business community, and other public agencies.
- May be required to prepare for and testify in civil or criminal court proceedings.

- Researches codes and standards to maintain knowledge and provide information to the City for potential code adoption.
- Assist in annual budget preparation.
- May be requested to respond to an emergency scene to evaluate life safety and suppression systems.
- Assist with community risk reduction presentations and programs as needed.
- Performs other related duties as assigned.

SUPERVISORY RESPONSIBILITIES

- None

EQUIPMENT USED

The Fire Marshal shall be capable of using a multitude of small equipment that may be required for the inspection and plan review processes.

MINIMUM QUALIFICATIONS:

To perform this job successfully, the Fire Marshal must have the ability to be a team player and establish and maintain an effective and responsive working relationship with peers, City officials, the community in general, civic leaders, and County, State, and Federal personnel. The Fire Marshal must be able to perform each essential duty satisfactorily with minimum supervision.

The requirements listed below are representative of the knowledge, skill, and/or ability required.

- Knowledge of modern fire prevention materials, procedures, techniques, and equipment.
- Knowledge of building, electrical, mechanical, and fire codes.
- Knowledge of inspection techniques.
- Working knowledge of fire suppression techniques and equipment.
- Knowledge of the code enforcement process.
- Knowledge of construction documents and drawings.
- Knowledge of general office equipment and record keeping.

May be subject to written, oral, physical, medical, and psychological examinations. Must submit to fingerprinting and to a detailed background investigation.

EDUCATION AND EXPERIENCE:

- Associates Degree in Fire Science or closely related field or 60 documented credit hours.
- Five years' experience in the fire inspection field required.
- Experience in inspection techniques and plan reviews.
- Experience in fire protection system testing.
- Additional education and experience in fire suppression, building construction, reading blueprints, and knowledge of building codes is preferred.
- Experience with Emergency Reporting records management system and BlueBeam preferred.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Valid Colorado Driver's License required with a good driving record.
- Must have and maintain certification by the Colorado Division of Fire Prevention and Control as a Fire Inspector II.

- Must obtain and maintain certification by the Colorado Division of Fire Prevention and Control as a Fire Inspector III within six (6) months of hire.
- Must have NIMS IS-100 and IS-700 certifications.
- Must have and maintain an American Heart Association Professional Rescuer CPR certification (or equivalent).

COMMUNICATION SKILLS:

Ability to read, analyze, and interpret Fire Service text, journals, incident reports, financial reports, and legal documents. Create written communication using correct grammar. Respond appropriately to common inquiries or complaints from the general public, citizens, fire agencies, and regulatory agencies. Ability to effectively present information to the Fire Chief, Fire Department employees, and public groups.

REASONING ABILITY:

The Fire Marshal must be logical under stressful situations and have the ability to define problems, collect data, establish fact and draw valid conclusions. Interpret a wide variety of technical instructions and deal with several abstract and concrete variables simultaneously.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the Fire Marshal is regularly required to walk, and sit; use hands to finger or feel objects, tools, or controls; reach with hands and arms; climb or balance; stand, stoop, kneel, crouch, or crawl; talk and hear.

The Fire Marshal must regularly lift and/or move more than 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the Fire Marshal regularly works in a variety of environments to include inclement weather, active construction sites, and crowded businesses. The Fire Inspector may be seated for long periods of time, frequently drives a motor vehicle, and may operate the motor vehicle in adverse weather conditions.

COMMENTS:

The intent of this classification is to describe the types of job tasks and levels of responsibility and difficulty required of persons assigned to this classification title. This is not to be considered a detailed description of every duty/responsibility of the job.

The City of Black Hawk is an Equal Opportunity Employer. Pursuant to the *Immigrations Reform and Control Act*, it is the City's intention to hire only individuals who are United States citizens or aliens authorized to work and live in the United States.

I have read and fully understand the duties of the job description.

Sign: _____

Date: _____

DRAFT

CITY OF BLACK HAWK
2022 Job Description

JOB TITLE:	Fire Chief/Emergency Manager	DEPARTMENT:	Fire Department
REPORTS TO:	City Manager	EXEMPT:	Yes/At-Will
SALARY RANGE:	\$149,255 - \$194,032 / Annual		
HIRING RANGE:	\$149,255 - \$171,644 / Annual		

SUMMARY

Reports to and receives administrative direction from the City Manager. Plans, coordinates, administers, and directs the operations of the Black Hawk Fire Department. Coordinates assigned activities with other City departments and outside agencies; provides highly responsible and complex administrative support to the City Manager.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- ~~Serve as the City's Fire Marshal.~~
- Oversee the entire Fire Department.
- Serve as the City's Emergency Manager.
 - Responsible for maintaining the City's Emergency Operations Plan
 - Responsible for managing the City's Emergency Management Funds
 - Responsible for researching, applying for, and managing emergency management grants
 - Responsible for managing the City's Emergency Operations Center
- Possess a working knowledge of the adopted International Building Code, the adopted International Fire Code, NFPA Codes, the Black Hawk Municipal Code, and the Black Hawk Employee Manual. Make recommendations for updates/modifications to codes as needed.
- Possess a level of computer proficiency necessary to operate computer software associated with fire safety and department administration.
- Respond to field emergencies and alarms.
- Develop and administer standard operating guidelines and rules and regulations for the Fire Department. Provide training and continuing education for Fire Department members.
- Direct fire prevention.
- Responsible for the continual testing of all trucks, equipment, hose, and other firefighter equipment.
- Manage the administration of the fire department, fire systems, inspection, training, suppression and prevention functions, and public education.
- Establish short- and long-range departmental priorities, goals, and objectives.
- Establish and maintain short- and long-range financial plans and strategies.
- Prepare and manage departmental budget.

- Develop capital improvement programs.
- Develop and implement fire policies and programs, establishing directives for these programs.
- Prepare and make policy recommendations to the Board of Aldermen.
- Attend various meetings and prepare communication to the Board of Aldermen.
- Act as chief negotiator regarding fire protection intergovernmental agreements and mutual aid agreements.
- Evaluate and make recommendations about new apparatus, tools, and equipment.
- Prepare and implement the Fire Department's disaster plan.
- Meet with citizens and other groups regarding fire and public safety matters.
- Oversee the selection, hiring, training, evaluation, disciplining, and supervision of departmental personnel.

SUPERVISORY RESPONSIBILITIES

Effectively exercises direct technical and functional supervision over firefighters, fire officers, and technical and clerical staff in the Fire Department. The Fire Chief is responsible for the overall direction, coordination, and evaluation of these individuals.

The Fire Chief carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraisal performance and conducting performance evaluations; rewarding and disciplining employees; and addressing complaints and resolving problems.

MINIMUM QUALIFICATIONS

Has the ability and desire to maintain a high level of continuing education and professional development.

Has the ability to maintain honest, open relationships and effectively interact with departmental staff, other departmental contacts, and business and citizen groups.

Has experience working with and effectively utilizing the talents of a skilled professional and technical staff.

Has the ability to provide objective analysis and realistic projections regarding departmental planning and work comfortably and effectively as a member of the Management Team.

Has the ability to excel in a participatory climate without abdicating decision-making responsibilities; maintain an effective organizational communications system; deal fairly, firmly and effectively with all employees and employee groups; and maintain superior performance levels.

Ability to develop and motivate command personnel, delegate effectively, and function well in a political decision-making process. Must have demonstrated leadership ability at the command level.

Must be self-confident, sensitive, and personal and possess professional integrity. The Fire Chief must have strong leadership skills, an attitude conducive to team building, and the ability to incorporate organizational and personal goals.

EDUCATION/EXPERIENCE

The Fire Chief must have a bachelor's degree in fire science or fire administration or another related degree from a regionally accredited university or college and at least 5 years' experience in progressively responsible positions in the fire service. Executive Fire Officer Certification or a master's degree in an applicable field of study from an accredited university is preferred. Equivalent combination of education and experience may be considered. Additional education and training in fire science or firefighting fields is highly desirable. The Fire Chief must have a working knowledge of the rules, regulations, policies, and procedures of the department as well as the following:

- 3 years' experience as a Fire Service Instructor and Fire Inspector.
- Possession of a valid CPR certification.
- Possession, at a minimum, of a valid Colorado EMT-B certification.
- Possession of a valid Colorado driver's license with a safe driving record.

ESSENTIAL FUNCTIONS

Work is performed in an office or emergency scene environment. While performing the duties of this position, the employee is regularly required to walk, sit, and talk or hear. The employee frequently is required to stand; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or detect odors. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, risk of electrical shock, and risk of radiation.

The noise level in the work environment is usually moderate but may be severe at times.

EQUIPMENT USED

The Fire Chief shall be capable of using a multitude of equipment from basic hand tools to heavy motorized equipment. Most firefighting equipment is specialized and requires continuous training to maintain the skills needed to safely and effectively operate the equipment.

Examples of equipment used includes the following:

- Basic hand tools ranging from screw drivers to axes and forcible entry tools.
- Power tools such as reciprocating saws, chain saws, drills, and hydraulic powered equipment.
- Specialized equipment such as generators, portable pumps, all types of ladders, extrication tools, gas and hazardous materials detectors, computers, radio communications equipment, and infrared cameras.
- Heavy equipment that may include rescue vehicles, fire apparatus, aerial ladder trucks, and ambulances as well as all of the associated equipment.

The Fire Chief is required to safely and effectively operate all equipment provided by the Black Hawk Fire Department at any time.

COMMENTS

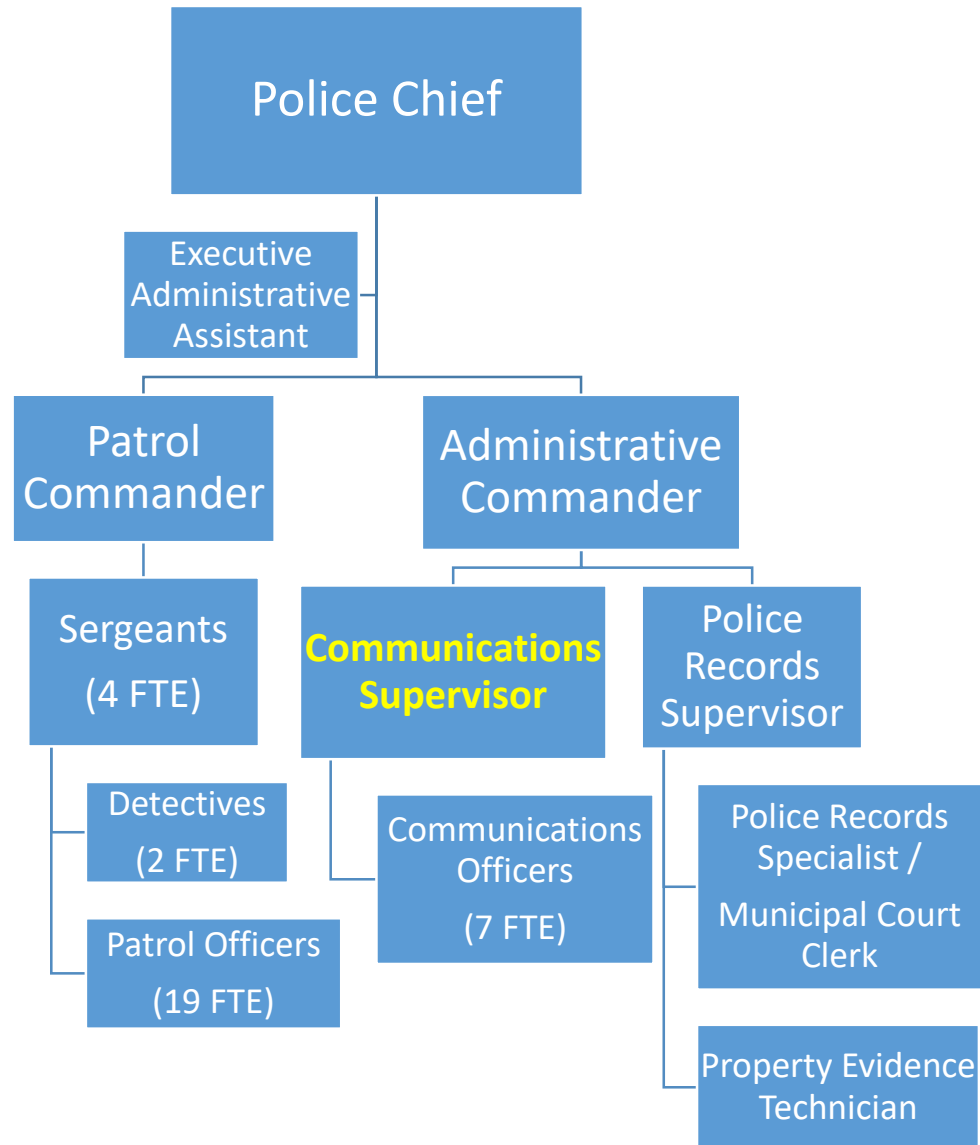
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I have read and fully understand the duties of the job description.

Sign: _____ Date: _____

PROPOSED POLICE ORGANIZATIONAL CHANGE



CITY OF BLACK HAWK
2022 Job Description

JOB TITLE:	Communications Supervisor	DEPARTMENT:	Police Department
REPORTS TO:	Administration Commander	EXEMPT:	No
SALARY RANGE:	\$37.8543 - \$49.2106 / HR		
HIRING RANGE:	\$37.8543 - \$43.5327 / HR		

SUMMARY

The Communication Supervisor is a non-sworn position classification responsible for the supervision of the 911 Emergency Communications Center for Police, Fire and Emergency Medical Services, and other City Departments. Under general supervision, manages and reviews all police, fire, and emergency medical services communication. The position performs Computer Aided Dispatch (CAD) system backup procedures and operates the system to produce reports as required. The incumbent must also function as a member of the department's management team and actively address issues of concern to the department. The communications supervisor is the primary system software administrator for the CAD system, emergency phone system, and other communications resources. The Communications Supervisor performs a variety of administrative and related responsibilities as assigned.

SUPERVISORY RESPONSIBILITIES

The Communication Supervisor supervises all Communication Officers, operations in the Communication Center. This includes management of all staff training, resources, and dispatch consoles. This is a working supervisor position that will include duties and shifts equivalent to a Communication Officer I and Communications Officer II.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Supervise and participate, as needed, in activities involving the dispatch of routine and emergency calls for service.
- Provide instructions to subordinates and answer questions.
- Coordinates the scheduling and completion of work unit projects by determining operational priorities and resolving workload problems.
- Responsible for inspecting work for accuracy and completeness.
- Evaluate work techniques and methods for conformance to established work standards and alter methods or procedures as necessary.
- Respond to inquiries from the public, other departmental, or city employees; provide an explanation of work unit technical process and functions requiring an understanding of policies and procedures.
- Advise the Commander of pertinent incoming information and potential operating problems.

- Serves as the information technology contact for all systems within the Communications Center. Reports any unsolvable problems to the network administrator immediately.
- Coordinates training of citizens or business employees regarding the proper reporting of emergency and non-emergency information to the Communication Center.
- Performs basic inquiries of assigned employees' performance, manages and investigates any performance issues or complaints if received externally or internally.
- Conducts training or supervises such activity; prepare and maintain the Dispatch Training Manual; advise and otherwise provide assistance and training to other department personnel regarding communications services.
- Researches and participates in grant writing in an attempt to procure dependable, updated, communications equipment.
- Prepare and maintain operations manuals related to the communication center.
- Perform backup procedures to the CAD system; operate the system to produce reports per schedule and as requested; ensure security of computer systems as assigned; troubleshoot system malfunctions as required.
- Coordinate with the Property/Evidence Custodian with the preparation of any tape recordings as requested of radio and telephone communications for use as court evidence, in response to subpoenas, for training, or other authorized purposes.
- Enter and update emergency, caution and related files into the computer system.
- Requisition supplies and other materials as needed; maintain an inventory of supplies for the communication center.
- Participate in the selection of subordinate personnel; evaluate performance; provide counseling and initiate disciplinary action.
- Represent the department in positive relations with professional associations, other agencies and organizations.
- Perform other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Organization and functions of police, fire and emergency medical services.
- Operational principles and practices of a police and fire radio telephone emergency communications and dispatching system, including 911-system operation.
- Appropriate agencies for handling of public safety complaints/problems emergencies.
- General office, records management and administrative practices and procedures, including rules and procedures involved in release and maintenance of police records and files.
- English usage, spelling, punctuation and grammar.
- Supervision, training and performance evaluation.

Skilled in:

- The operation of all automated equipment and the performance of the most difficult tasks associated with a police/fire dispatch system, including CAD system backup procedures and report writing.

Ability to:

- Supervise, train and evaluate others involved in related activity.
- Plan, schedule and coordinate the work of assigned personnel.
- Development and implementation of operational procedures effectively.
- Remain calm in emergency situations.
- Communicate effectively in written and oral form.
- Develop and maintain effective working relationships with those contacted in the course of work.

Certifications:

Must hold current certification or be able to obtain certification in the following:

- CCIC/NCIC Advanced Operations
- NIBRS Operation
- Emergency Medical Dispatching
- Notary Public – State of Colorado

EXPERIENCE AND EDUCATION

Any combination equivalent to the experience and education that could likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge, skill, and ability would be:

Education:

- High School Diploma or GED.

Experience:

- Three years of increasingly responsible work experience involving the operation of an emergency law enforcement and fire dispatch system.

PHYSICAL REQUIREMENTS AND ENVIRONMENTAL SETTING

Perform the essential job functions physically. Maintain physical condition and fitness to meet the demands as follows:

- Works varied hours, shifts and adjust sleep patterns.
- Sit for extended periods of time, positions oneself in front of various computer workstations, ability to function for extended periods.

- Carry out light physical work to include handling objects up to 20 pounds, occasionally and up to 10 pounds frequently.
- Reach overhead and bend down to retrieve items and documents from various locations.
- Hear within an acceptable range to carry out conversations and understand relevant facts of an urgent nature over the radio, telephone, and in person.
- Reach, stoop, hear, see, bend and touch within levels that the essential job functions can be accomplished.

NECESSARY REQUIREMENTS

- Must pass a thorough background investigation, including but not limited to a **polygraph examination**, psychological assessment, statement from a credit-reporting bureau, and driving history check.
- Applicants with a record of conviction for serious misdemeanors or felony crimes will be disqualified.
- Must be able to perform in a busy environment with frequent interruptions
- Employees are expected to follow all types of safety rules, such as wearing seat belts whether driving or riding passengers in any City-owned vehicle.

COMMENTS

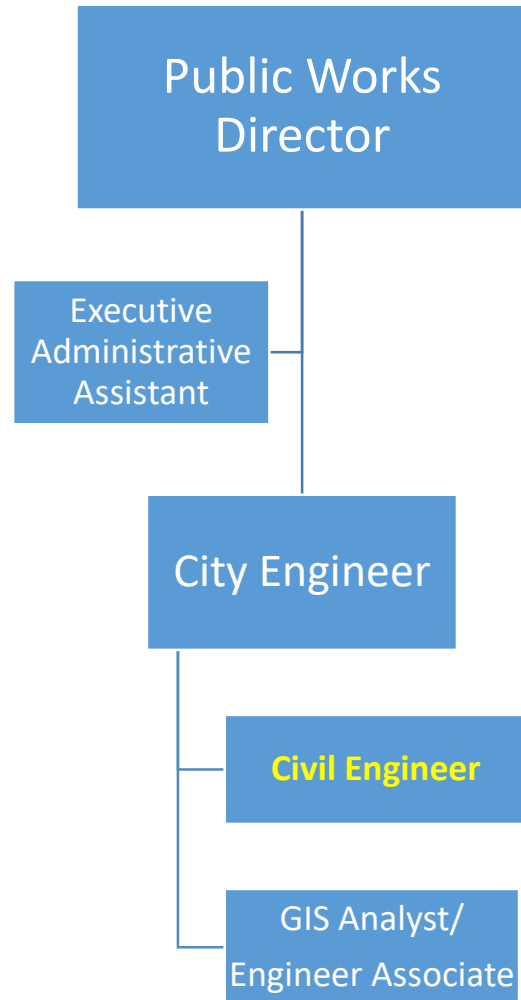
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I have read and fully understand the duties of the job description.

Sign: _____ Date: _____

PROPOSED PUBLIC WORKS ORGANIZATION CHANGE



CITY OF BLACK HAWK
2022 Job Description

JOB TITLE:	Civil Engineer	DEPARTMENT: Public Works
REPORTS TO:	City Engineer	EXEMPT: Yes
SALARY RANGE:	\$83,832 - \$108,982 / Annual	
HIRING RANGE:	\$83,832 - \$96,407 / Annual	

SUMMARY

This is highly responsible work in planning, managing, and coordinating a variety of capital improvement projects throughout the City of Black Hawk. This position includes capital improvement project contract administration and coordination and; review of utility improvement and private development projects. Work is reviewed by the City Engineer and ~~the~~ Director of Public Works, through observation, conferences, reports, and achievement of desired objectives.

SUPERVISORY RESPONSIBILITIES

- None.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Manage design, service, and construction contracts for City infrastructure and building projects.
- Review consultant and contractor change orders, pay requests, and invoices.
- Schedule and attend regular project meetings during design and construction.
- Review project plans and specifications for conformance to City ordinances and accepted engineering practice and track all contractor and consultant invoices, pay applications, and change orders.
- ~~Reviews plans, specifications, and contract documents for conformance to City standards, ordinances, propriety, adequacy, accuracy, and accepted engineering practice.~~
- ~~Manage Consultants and assists with the management of feasibility studies and proper permitting.~~
- Procure and manage consultants.
- Assist with developing capital improvement project budgets. ~~the Public Works annual and 5-year Capital Improvement Projects budget.~~
- Prepare and advertise requests for qualifications, requests for proposals, and bid documents for capital improvement projects.
- Respond promptly and effectively to inquiries from contractors, engineers, architects, residents, and property owners regarding project design and construction issues.
- Design small capital improvement projects.
-

- Develop cost estimates and schedules for capital improvement projects.
- Management of multiple design, development, and construction projects at any given time.
- ~~Coordinate consultant selection and write requests for proposals and contract administration. Oversees construction bids, review bids, and manages the construction contracts for City.~~
- ~~Answers inquiries regarding projects and other engineering matters, prepares staff reports, requests for Board of Aldermen action memos, and similar periodic reports.~~
- ~~Design of small projects.~~
- Coordinate project design and construction with other City staff, residents, businesses, utility providers, state agencies, federal agencies, municipalities, and other districts.
- ~~Respond effectively to inquiries and complaints from the public, contractors, engineers, architects, residents, and property owners regarding project design and construction issues.~~
- Report project status regularly to the City Engineer and the Public Works Director.
- Review submittals, applications for Right-of-Way and Street, Cut permits, and other permits for conformance to City ordinances, and make approvals of same.
- Inspect projects and public improvements for conformance to plans, specifications, and City ordinances, and standards.
- Track and log all project costs, change orders, work schedules, and contractor payments.
- Review floodplains and assist with floodplain management.
- Initiate surveys and design meetings for new project concepts.
- Compile information regarding ownership of property easements and right of way.
- Expected to use judgment and initiative in developing work methods.
- ~~Prepares written reports and memoranda. Carry out related administrative duties as assigned.~~
- Perform other duties as assigned.

KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of infrastructure, utilities, construction, capital improvement projects, and roadway maintenance.
- Knowledge of the principles and practices of civil engineering as it relates to Public Works and utility projects.
- Knowledge of materials, methods, equipment, and tools used in capital improvement project construction work.
- Knowledge of accepted inspection and documentation techniques.
- Knowledge of methods and procedures used to estimate construction project costs.
- Knowledge of CDPHE demolition permit applications and requirements, current computer applications, including AutoCad, GIS and hydraulic modeling software.
- Understanding of City codes, ordinances, regulations, and standards governing construction, maintenance, and repair of public facilities.
- Organizational skills.

- Interpersonal skills, including the ability to respond tactfully and courteously to public inquiries and complaints.
- Ability to maintain accurate, up-to-date records.
- Ability to read and comprehend architectural and engineering plans, reports, and specifications.
- Ability to present a professional, courteous, competent image that will reflect well on the Department and the City.
- Ability to weigh differing viewpoints and collaboratively solve problems.
-
- Ability to conduct and evaluate **engineering and** technical studies and **analysis on various programs to** determine recommendations based on the information provided, received.
- ~~Ability to gain a thorough understanding of City codes, ordinances, regulations, and standards governing public utility facilities construction, maintenance, and repair.~~
- Ability to make public presentations, Ability to make engineering computations and to design and/or evaluate a variety of Public Works and utility projects quickly and accurately
- Ability to present ideas, data, and reports clearly and concisely both verbally and in written form.
- Ability to chair project meetings and retain focus while coordinating with other staff, consultants, contractors, and the general public.
- ~~Ability to weigh differing viewpoints and collaboratively solve problems.~~
- Ability to establish and maintain effective working relationships with supervisors, employees, consultants, contractors, **local business representativesrepresentatives** State and Federal officials, and other people contacted throughoutin the course of a workday.
- Ability to **gain knowledge of water quality concerns as related to municipal Public Works and Utilities operations, including the Safe Drinking Water Act, and its amendments; NEPA. RCRA Super Fund; Clean Water Act; NPDES; CERCLA; and discharge permit regulations.** comprehend and carry out oral and written instructions.
- ~~Ability to make difficult engineering computations and to design a variety of standard and complex Public Works and Utilities projects quickly and accurately.~~
- ~~Knowledge of current and innovative computer applications is desired, such as word processing, spreadsheets, AutoCaD, GIS, and water distribution modeling.~~
- ~~Ability to chair project meetings and keep focused when coordinating with other staff, engineers, contractors, and the public.~~
- ~~Organizational skills.~~
- ~~Ability to maintain accurate and up to date records.~~
- ~~Ability to read, comprehend, and interpret plans, diagrams, specifications, and construction drawings.~~
- ~~Ability to understand and carry out oral and written instructions.~~
- ~~Ability to adhere to project schedules and budgets.~~

- ~~Ability to present a professional, courteous, competent image that will reflect well on the Department and the City.~~
- Ability to work independently ~~in the absence of supervision.~~
- ~~Ability to communicate both verbally and through written reports and documents that accurately summarize complex technical issues clearly, concisely, and in a manner that can be understood by the general public, elected officials, and staff.~~

MATERIAL AND EQUIPMENT DIRECTLY USED

Personal computer, keyboards, telephone, cellular phone, ~~facsimile machines, calculator,~~ photocopier, survey equipment, and computer software programs ~~and radios.~~ Will operate City vehicles.

WORKING ENVIRONMENT/PHYSICAL ACTIVITIES

This position involves both sedentary office work and trips to **construction areas/sites.** The employee will be exposed to Exposure to various weather conditions, noise levels, and a variety of construction ~~activities. Occasional activity.~~ The position requires regular lifting and carrying of objects; ~~some~~ walking, standing, and climbing; ~~vision for~~ reading and interpreting information; and speech communication.

EDUCATION, EXPERIENCE AND FORMAL TRAINING

Graduation from an accredited college or university with major coursework in civil engineering or related field. ~~Five-Two (52)+~~ years of increasingly responsible civil engineering design/review ~~and/or~~ construction experience. Professional Engineer (P.E.) registration in the State of Colorado preferred. Project Management Professional (PMP) certification encouraged.

NECESSARY SPECIAL REQUIREMENTS

Must possess a valid Colorado driver's license and maintain a safe driving record for continued employment. Successful candidates will be required to complete a pre-placement physical and a substance screen prior to employment.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to perform the essential functions of this job successfully. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit; use hands and fingers, talk ~~and/or~~ hear, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance, and maneuver steep slopes and rough undeveloped terrain. The employee is regularly occasionally required to stand, walk, stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, peripheral vision, depth perception, and the ability to adjust focus. The employee is exposed to the use of a computer monitor for extended periods of time.

COMMENTS

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I have read and fully understand the job duties of the job description.

Signature: _____ **Date:** _____

**Local Liquor Authority
Consideration of Approval for
a New Retail Liquor Store
License for Feeney Farms II,
Inc. Located at 7320 Black
Hawk Blvd, Suite 1A**

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Local Liquor Authority consideration for a new Retail Liquor Store License for Feeney Farms II, Inc. (Eagles Mart Convenience Store) located at 7320 Black Hawk Blvd, Suite 1A.

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE the application for a new Retail Liquor Store License for Feeney Farms II, Inc. located at 7320 Black Hawk Blvd, Suite 1A.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City Clerk's office received a new Retail Liquor Store license application from Feeney Farms II, Inc. on September 23, 2021. The Retail Liquor Store will be located inside the convenience store, located at 7320 Black Hawk Blvd, Suite 1A. The application was deemed complete on October 6, 2021. The application is under concurrent review with the state, pending local approval.

At their October 13, 2021 City Council meeting, Council set the boundaries of the neighborhood as the entire City and set the public hearing date for December 8, 2021.

Please refer to the City Clerk's Preliminary Findings dated December 3, 2021, as sent to the applicant.

AGENDA DATE: December 8, 2021

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X]Yes[]No

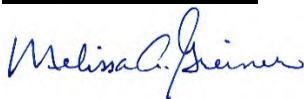
STAFF PERSON RESPONSIBLE: Melissa Greiner, CMC
City Clerk/Administrative Services Director

DOCUMENTS ATTACHED: Preliminary Findings, application, and supporting documentation.

RECORD: []Yes [X]No


CITY ATTORNEY REVIEW: [X]Yes []N/A

SUBMITTED BY:



Melissa A. Greiner, City Clerk

REVIEWED BY:



Stephen N. Cole, City Manager

**Administrative Services**

201 Selak
P.O. Box 68
Black Hawk, CO 80422
www.cityofblackhawk.org
303-582-2292 Office
303-582-0848 Fax

Mayor

David D. Spellman

Aldermen

Linda Armbright
Paul G. Bennett
Hal Midcap
Jim Johnson
Greg Moates
Benito Torres

City Attorney

Corey Y. Hoffmann

City Manager

Stephen N. Cole

City Clerk /**Administrative Services Director**

Melissa A. Greiner

**Community Planning & Development
Director**

Cynthia L. Linker

Finance Director

Lance R. Hillis

Fire Chief / Emergency Manager

Christopher K. Woolley

Police Chief

Michelle Moriarty

Public Works Director

Thomas Isbester

COLORADO'S SECOND OLDEST
MUNICIPAL CORPORATION

MEMORANDUM

TO: Local Liquor Licensing Authority
FROM: City Clerk's Office
DATE: December 3, 2021
SUBJECT: New Retail Liquor Store License
APPLICANT: Feeney Farms II, Inc.
LOCATION: 7320 Black Hawk Blvd, Suite 1A

Preliminary Findings:

Concerning the application for a new Retail Liquor Store license, the City Clerk's office reports the following:

1. An application was filed with the Clerk's Office on September 23, 2021.
2. The application was deemed complete on October 6, 2021.
3. The application was forwarded to the State of Colorado Liquor Enforcement Division for Concurrent Review on October 8, 2021.
4. There has not been, within the two years preceding the date of this application, a denial of an application by the state or local licensing authority for an application for the same class of license at the same location or within five hundred (500) feet of this location for the reason that the reasonable requirements of the neighborhood and the desires of the adult inhabitants were satisfied by the existing outlets.
5. It appears from evidence submitted that selling liquor in the manner proposed in the application is not in violation of the zoning laws of the City of Black Hawk or any laws, rules or regulations of Gilpin County or the State of Colorado.
6. It appears from the evidence submitted that the applicant is entitled to possession of the premises where the license is proposed to be exercised by way of lease which expires August 31, 2026.

7. The building where the applicant proposes to sell alcohol is not in violation of the five hundred (500) foot limitation as set forth by City of Black Hawk Municipal Code § 6-67.
8. Background investigations were completed in October 2021, by CBI and the FBI.
9. It appears from the evidence submitted that the applicant does not have an ownership interest in another business maintaining or requiring a liquor license.
10. That the applicant had a Notice of Public Hearing posted on this matter on November 24, 2021, and publication was made in the Weekly Register-Call newspaper on November 25, 2021.
11. Petitions to establish the reasonable requirements of the defined neighborhood were circulated and submitted by LiquorPros, to the City Clerk's Office on December 1, 2021. An audit by the City Clerk's Office confirmed the following:
 - 22 Eligible Signatures Favoring
(Residential - 16; Business - 6)
 - 0 Eligible Signatures Opposing
(Residential – 0; Business – 0)
 - **22 Eligible Signatures**
12. At the public hearing, and pursuant to § 44-3-312(2)(a), C.R.S. 2002, as amended, the applicant has the burden of proving that he is qualified to hold the license applied for and that his character, record, and reputation are satisfactory; that the neighborhood needs this license and that the residents of the neighborhood desire that this license be granted.

Review:

City Clerk

Recommendation:

After receiving testimony, should the Authority wish to approve the application, the suggested motion follows below.

Suggested Motion:

I move to approve the application for a new Retail Liquor Store License for Feeney Farms II, Inc., 7320 Black Hawk Blvd., Suite 1A, Black Hawk.

RECEIVED

SEP 23 2021

City of Black Hawk
Clerk's Office

DR 8404 (01/22/20)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

Colorado Liquor Retail License Application

<input type="checkbox"/> New License <input checked="" type="checkbox"/> New-Concurrent <input type="checkbox"/> Transfer of Ownership <input type="checkbox"/> State Property Only <input type="checkbox"/> Master file			
• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor			
1. Applicant is applying as a/an <input type="checkbox"/> Individual <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Association or Other <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships)			
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation Feeney Farms II, Inc.			FEIN Number 87-2296666
2a. Trade Name of Establishment (DBA) Feeney Farms II, Inc.		State Sales Tax Number Pending - <i>See attached</i>	Business Telephone 720-434-6006
3. Address of Premises (specify exact location of premises, include suite/unit numbers) 7320 Black Hawk Blvd., Suite A			
City Black Hawk	County Gilpin	State CO	ZIP Code 80422
4. Mailing Address (Number and Street) PO Box 224	City or Town Black Hawk	State CO	ZIP Code 80422
5. Email Address tlfeeneyii@gmail.com			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date
Section A Nonrefundable Application Fees*		Section B (Cont.) Liquor License Fees*	
<input type="checkbox"/> Application Fee for New License.....\$1,550.00 <input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review\$1,650.00 <input type="checkbox"/> Application Fee for Transfer\$1,550.00		<input type="checkbox"/> Liquor-Licensed Drugstore (County)\$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City)\$500.00 <input type="checkbox"/> Lodging & Entertainment - L&E (County)\$500.00 <input type="checkbox"/> Manager Registration - H & R\$75.00 <input type="checkbox"/> Manager Registration - Tavern\$75.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment\$75.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex\$75.00 <input type="checkbox"/> Optional Premises License (City)\$500.00 <input type="checkbox"/> Optional Premises License (County)\$500.00 <input type="checkbox"/> Racetrack License (City)\$500.00 <input type="checkbox"/> Racetrack License (County)\$500.00 <input type="checkbox"/> Resort Complex License (City)\$500.00 <input type="checkbox"/> Resort Complex License (County)\$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City)\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County)\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State)\$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City)\$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County)\$500.00 <input type="checkbox"/> Retail Liquor Store License--Additional (City)\$227.50 <input type="checkbox"/> Retail Liquor Store License--Additional (County)\$312.50 <input checked="" type="checkbox"/> Retail Liquor Store (City)\$227.50 <input type="checkbox"/> Retail Liquor Store (County)\$312.50 <input type="checkbox"/> Tavern License (City)\$500.00 <input type="checkbox"/> Tavern License (County)\$500.00 <input type="checkbox"/> Vintners Restaurant License (City)\$750.00 <input type="checkbox"/> Vintners Restaurant License (County)\$750.00	
Section B Liquor License Fees* <input type="checkbox"/> Add Optional Premises to H & R\$100.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X _____ Total _____ <input type="checkbox"/> Add Sidewalk Service Area\$75.00 <input type="checkbox"/> Arts License (City)\$308.75 <input type="checkbox"/> Arts License (County)\$308.75 <input type="checkbox"/> Beer and Wine License (City)\$351.25 <input type="checkbox"/> Beer and Wine License (County)\$436.25 <input type="checkbox"/> Brew Pub License (City)\$750.00 <input type="checkbox"/> Brew Pub License (County)\$750.00 <input type="checkbox"/> Campus Liquor Complex (City)\$500.00 <input type="checkbox"/> Campus Liquor Complex (County)\$500.00 <input type="checkbox"/> Campus Liquor Complex (State)\$500.00 <input type="checkbox"/> Club License (City)\$308.75 <input type="checkbox"/> Club License (County)\$308.75 <input type="checkbox"/> Distillery Pub License (City)\$750.00 <input type="checkbox"/> Distillery Pub License (County)\$750.00 <input type="checkbox"/> Hotel and Restaurant License (City)\$500.00 <input type="checkbox"/> Hotel and Restaurant License (County)\$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City)\$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County)\$600.00 <input type="checkbox"/> Liquor-Licensed Drugstore (City)\$227.50			
<p align="center">* Note that the Division will not accept cash</p>			
<p align="center">Questions? Visit: www.colorado.gov/enforcement/liquor for more information</p>			
<p align="center">Do not write in this space - For Department of Revenue use only</p>			
<p align="center">Liability Information</p>			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

Name Feeney Farms II, Inc.	Type of License Retail Liquor Store (City)	Account Number
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):		
a. Been denied an alcohol beverage license?		<input type="checkbox"/> <input checked="" type="checkbox"/>
b. Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>
If you answered yes to 8a, b or c, explain in detail on a separate sheet.		
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/> <input checked="" type="checkbox"/>
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/> <input checked="" type="checkbox"/>
or Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/> Other: _____		
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/> N/A
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		N/A <input type="checkbox"/> <input type="checkbox"/>
13 b. Are you a Colorado resident?		N/A <input type="checkbox"/> <input type="checkbox"/>
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		<input type="checkbox"/> <input checked="" type="checkbox"/>
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership , lease or other arrangement?		<input checked="" type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____		
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:		
Landlord City of Black Hawk	Tenant Feeney Farms II, Inc.	Expires 08/31/2026
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input checked="" type="checkbox"/>
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".		
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.		
Last Name N/A	First Name	Date of Birth
FEIN or SSN		Interest/Percentage
Last Name	First Name	Date of Birth
FEIN or SSN		Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.		
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?		N/A <input type="checkbox"/> <input type="checkbox"/>
Number of additional Optional Premise areas requested. (See license fee chart) _____		
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.		N/A
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following: a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?		N/A <input type="checkbox"/> <input type="checkbox"/>
If "yes" a copy of license must be attached.		

Name Feeney Farms II, Inc.	Type of License Retail Liquor Store (City)	Account Number		
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation <div style="float: right; text-align: right;">N/A Yes No</div>				
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?		<input type="checkbox"/> <input type="checkbox"/>		
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?		<input type="checkbox"/> <input type="checkbox"/>		
c. How long has the club been incorporated?				
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		<input type="checkbox"/> <input type="checkbox"/>		
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following: <div style="float: right; text-align: right;">N/A Yes No</div>				
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		<input type="checkbox"/> <input type="checkbox"/>		
22. Campus Liquor Complex applicants answer the following: <div style="float: right; text-align: right;">N/A</div>				
a. Is the applicant an institution of higher education?		<input type="checkbox"/> <input type="checkbox"/>		
b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.		<input type="checkbox"/> <input type="checkbox"/>		
23. For all on-premises applicants. a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details. b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager N/A		First Name of Manager		
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. <div style="float: right; text-align: right;">N/A Yes No</div>				
25. Related Facility - Campus Liquor Complex applicants answer the following: <div style="float: right; text-align: right;">N/A</div>		<input type="checkbox"/> <input type="checkbox"/>		
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.				
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager N/A		First Name of Manager		
26. Tax Information. <div style="float: right; text-align: right;">Yes No</div>				
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name Tom Feeney	Home Address, City & State [REDACTED]	DOB [REDACTED]	Position Sole Owner	%Owned 100
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: <input checked="" type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				

Name Feeney Farms II, Inc.		Type of License Retail Liquor Store (City)	Account Number	
Oath Of Applicant				
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.				
Authorized Signature <i>Tom Feeney</i>		Printed Name and Title Thomas Feeney, Sole Owner		Date 23 Sept 21
Report and Approval of Local Licensing Authority (City/County)				
Date application filed with local authority 9/23/2021		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) December 8, 2021		
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:				
<input checked="" type="checkbox"/> Fingerprinted <input checked="" type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants				
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license				
(Check One)				
<input type="checkbox"/> Date of inspection or anticipated date _____ <input checked="" type="checkbox"/> Will conduct inspection upon approval of state licensing authority				
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000? NA Yes <input type="checkbox"/> No <input type="checkbox"/>				
<input checked="" type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.				
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period? NA <input type="checkbox"/> Yes <input type="checkbox"/> No				
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.				
Local Licensing Authority for City of Black Hawk		Telephone Number 303-582-2221		<input checked="" type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title	Date	
Signature	Print	Title	Date	

Tax Check Authorization, Waiver, and Request to Release Information

I, Thomas Feeney am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Feeney Farms II, Inc. (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) Feeney Farms II, Inc.		Social Security Number/Tax Identification Number 87-2296666	
Address 7320 Black Hawk Blvd., Suite A			
City Black Hawk		State CO	Zip 80422
Home Phone Number		Business/Work Phone Number 720-434-6006	
Printed name of person signing on behalf of the Applicant/Licensee Thomas Feeney, Sole Owner			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <i>Tom Feeney</i>			Date signed 23 Sept 21

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

STATE
COLORADO

Must collect
taxes for:
**SALES TAX
LICENSE**

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION					ISSUE DATE			LICENSE VALID TO DECEMBER 31
	county	city	industry	type	liability date	month	day	year	
94977758-0000	60-0004-001		C	091521		Sep	17	21	2021

THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION

IN A CONSPICUOUS PLACE: TOM FEENEY

7320 BLACK HAWK BLVD SUITE 1A BLACK HAWK CO 80422

**THIS LICENSE IS NOT
TRANSFERABLE**



FEENEY FARMS, INC.
PO BOX 224
BLACK HAWK CO 80422-0224

Executive Director
Department of Revenue

Letter Id: L1633808864

▲ Detach Here ▲
IMPORTANT INFORMATION

Now that you have your license, here's what you need to know:

- Use the letter ID above and go to **Colorado.gov/RevenueOnline** to set up your online access, manage your account, file electronic returns and submit payments. **Paper returns will NOT be mailed to you.**
- Both your sales tax return **AND** payments are due by the 20th day of the month following the end date of the reporting period in order to avoid any penalty and/or interest. Be sure you know what your filing frequency is in order to avoid missing due dates.
 - **Monthly filer** due dates: On the 20th day of the month following the reporting period end date.
 - **Quarterly filer** due dates: April 20th, July 20th, October 20th and January 20th.
 - **Annual filer** due dates: January 20th following the reporting period end date.
- If no sales were made during the reporting period, you are **still** required to file a return to report zero sales were made during the reporting period. Otherwise, the Department of Revenue will assess a non-filer estimate for tax.
- All licensed retailers are required to collect and remit all state-collected sales taxes based on the location where their products are delivered.
- State law requires you to collect sales tax from your customers solely for the purpose of remitting those taxes to the Colorado Department of Revenue. Businesses are entrusted with collecting and remitting taxes that belong to the State of Colorado and local jurisdictions.
- Your Colorado Sales Tax License must be displayed in a conspicuous place at your physical location.
- Your license must be renewed and the renewal fee paid at the end of the license period ending December 31 of odd-numbered years in order to maintain a valid license. Failure to renew your license will invalidate your license, but it won't automatically close your account. In order to close your account and cease any future liability, you must file form DR 1102 with the Department of Revenue.
- Having a Colorado Sales Tax License gives you the privilege to purchase non-taxable items-for-resale. Items that you consume in the course of your business are not included in this privilege.

We strongly recommend that you set up your Revenue Online account as soon as possible in order to remain compliant.

If you have any questions regarding sales tax in Colorado, then please visit our website Colorado.gov/tax and click on "Education and Legal Research" for helpful FYIs, Regulations, Letter Rulings and Statutes. While there, you can also sign up for free Public Sales Tax Classes.

Thank you for registering with the Colorado Department of Revenue.

Revenue
ONLINE



Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business Feeney Farms II, Inc.		Home Phone Number	Cellular Number	
2. Your Full Name (last, first, middle) Feeney II, Thomas L.		3. List any other names you have used Tom Feeney		
4. Mailing address (if different from residence) PO Box 14, Blackhawk CO 80422		Email Address tlfeeneyii@gmail.com		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip		From
Blackhawk, CO 80422		2010		Present
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
Self Employed			2020	Present
Gilpin County School District	10595 CO-119, Black Hawk, CO 80422	Driver	2016	2020
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative	Relationship to You	Position Held	Name of Licensee	
N/A				
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
N/A				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
N/A				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☐ Yes ☒ No

N/A

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) ☐ Yes ☒ No

N/A

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) See Attached ☒ Yes ☐ No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth [REDACTED]		b. Social Security Number [REDACTED]		c. Place of Birth Washington, IL		d. U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
e. If Naturalized, state where				f. When		g. Name of District Court	
h. Naturalization Certificate Number		i. Date of Certification		j. If an Alien, Give Alien's Registration Card Number		k. Permanent Residence Card Number	
l. Height 6'1"	m. Weight 205	n. Hair Color Brown	o. Eye Color Black	p. Gender Male	q. Do you have a current Driver's License/ID? If so, give number and state. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No # [REDACTED] State <u>Colorado</u>		

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
\$ 45,000

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 45,000

* If corporate investment only please skip to and complete section (d)

** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
Cash	Checking	Chase & Wells Fargo	45,000

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
N/A				

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
N/A				

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature <i>Tom Feeney</i>	Print Signature Tom Feeney	Title Sole Owner	Date 23Sept 21
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ATTACHMENT DR 8404-I

Thomas L. Feeney II

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)

Yes. Key Gaming State License #13789 – 07/1993. Concerning disputed child support. Restated the license 07/1994.

Commercial Lease

This Lease is made between the City of Black Hawk, herein called the City, and Feeney Farms, Inc., herein called Tenant. Tenant hereby offers to lease from City the premises situated in the City of Black Hawk, County of Gilpin, State of Colorado, and more particularly described as described as 7320 Black Hawk Blvd., Suite 1A, Black Hawk, Colorado 80422, 1st Floor, West Side (fka 137 Clear Creek, Unit A) (Approx. ~~1,377~~ ^{1,308} Rentable Square Feet) (the "Premises") upon the following TERMS and CONDITIONS:

1. **Term; Renewal; Rent; Termination.**

A. Term. City demises the above Premises for an initial term of five (5) years, commencing on August 25, 2021, and expiring on August 31, 2026.

B. Renewal. Provided that Tenant is not in default of any terms or conditions of this Lease, Tenant may renew this Lease for two (2) additional one (1) year terms by providing no less than sixty (60) days advance notice of the intent to renew the Lease.

C. Rent. Subject to the provisions of subsection D. of this Section 2, Tenant shall pay rent to City in the amount of Eight Hundred and Eighty-Three dollars (\$883.00) per month for the first twelve months of this lease in advance on the first day of each month for that month's rental, during the term of this lease. Tenant shall upon execution of this Agreement pay an amount equal to the first and last month's rent, which shall, so long as Tenant is not in default of the Lease, constitute payment for the aforesaid first and last month's rent. The total amount of the first and last month's rent shall be Two Hundred Seventy-Five Dollars (\$275.00), consisting of Two Hundred Seventy-Five Dollars (\$275.00) as the first month's rent, and no amount due as the last month's rent, which total amount takes into account the application of the rent credit set forth in subsection D of this Section 2 below. All rental payments shall be made to City, at the address of P.O. Box 68, Black Hawk, Colorado 80422, or such other location or in such other manner as may be mutually agreed upon by the Parties. Tenant shall also pay any possessory taxes which may be assessed against the Premises pursuant to Section 17 of this Lease. Commencing on the one-year anniversary of this lease and on each annual anniversary thereafter during the lease term, the rent shall be adjusted to include the most recent annual Denver-Aurora-Lakewood Consumer Price Index for All Urban Consumers. It is expressly agreed to that rent payments shall commence upon the termination of the existing Lease with the Gilpin County Educational Foundation.

D. Rent Credit. The Tenant shall be entitled to a credit towards the monthly lease payment in an amount equal to the average monthly sales tax collected at the location for the previous twelve-month period ending July 31. This credit for the initial twelve-month period will be \$608.00 per month.

E. Damage Deposit. Tenant shall upon execution of this Lease provide a deposit in the amount of Five Hundred Dollars (\$500.00) as security against damage to the Premises, normal wear and tear excepted.

F. Termination. City and Tenant may terminate this Lease upon ninety (90) days written notice with cause or at any earlier time upon mutual agreement between both parties.

8/25/2021¹

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Tenant may terminate this lease at any time without cause by providing City with one hundred twenty (120) days' advance written notice.

G. Holding Over. If Tenant remains in possession of all or any part of the Premises after the expiration of the term hereof, with or without the express or implied consent of the City, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case, this Lease and such month-to-month tenancy shall be subject to every other term, covenant, and agreement contained herein. A hold over monthly rental payment of the most recent monthly rent plus the current annual Denver-Aurora-Lakewood Consumer Price Index for All Urban Consumers shall be paid by Tenant to the City in advance on the first (1st) day of each calendar month in which the hold over continues.

2. **Use.**

A. Use as Convenience Store/Retail Liquor Store. Tenant, or its assigns or subtenant, shall use and occupy the Premises for a convenience store, a retail liquor store, and associated permitted activities. Tenant further covenants and agrees that the use of the Premises shall be at all times in accordance with applicable zoning regulations of the City. Moreover, the Parties hereto acknowledge and agree that the Premises do not include any parking spaces for the exclusive use of the Tenant. Tenant shall not use the Premises for the purposes of storing, manufacturing or selling any explosives, flammables, or other inherently dangerous substance, chemical, thing, or device

B. Liquor License. This Lease shall be effective for purposes of requirements of the Colorado Liquor Code, C.R.S. § 44-3-101, et seq., upon execution of the Lease. The City specifically consents to the application by Tenant or its assigns or subtenant for a liquor license as allowed by law, subject to the requirements of the Colorado Liquor Code. This Lease is specifically conditioned upon Tenant's subtenant, Feeney Farms II, Inc., obtaining, on or before the one hundred twentieth (120th) day following the parties' mutual execution hereof (the "Approval Date"), issuance of a retail liquor store liquor license by the local and State licensing authorities. Tenant or its subtenant shall bear the cost of all fees and expenses related to the liquor license. If Feeney Farms II, Inc. is unable to obtain issuance of the liquor license, then Tenant shall have the option to terminate this Lease by written notice delivered to Landlord within ten (10) days following the Approval Date (the "Termination Notice"), and upon delivery of said notice in a timely and proper manner and provided that Tenant surrenders the Leased Premises in accordance with the terms of this Lease simultaneously with the giving of said notice, this Lease shall terminate as of the end of such ten (10) day period and all further obligations that have not occurred before such termination shall end and be of no further force and effect. The failure to deliver the Termination Notice in a timely manner shall be deemed satisfaction or waiver of this contingency

3. **Care and Maintenance of Premises**. Tenant acknowledges that the Premises are in good order and repair, unless otherwise indicated herein. Tenant shall, at his own expense and at all times, maintain the Premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations, and any other system or equipment upon the Premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear

and tear excepted. Tenant shall be responsible for all repairs required, excepting the roof, exterior walls, and structural foundations, which shall be maintained by City.

4. **Tenant Improvements and Alterations.**

A. Tenant Improvements. The Premises shall be delivered as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference.

B. Suitability. As of the date of the execution of this Lease, Tenant has inspected the physical condition of the Premises and has received the same in "as is" condition. THE CITY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CONDITION OR STATE OF THE PREMISES OR ITS FITNESS OR AVAILABILITY FOR ANY PARTICULAR USE, AND THE CITY SHALL NOT BE LIABLE TO TENANT FOR ANY LATENT OR PATENT DEFECT THEREON. Tenant may use said Premises for the uses specified in this Lease, so long as such uses conform with zoning and use restrictions of all authorities affecting the Premises, and Tenant will not do, or permit to be done, any action or thing which is contrary to any legal or insurable requirement, or which constitutes a public or private nuisance or waste.

C. Alterations. Tenant shall not, without first obtaining the written consent of City, which shall not be unreasonably withheld, make any alterations, additions, or improvements, in, to, or about the Premises. Tenant shall not suffer nor permit any mechanic's liens or public works claims to be filed against the Premises by reason of work, labor, service or materials supplied or claimed to have been supplied to Tenant as a result of an agreement with, or the assent of Tenant. Nothing in this Lease shall be construed as constituting the consent or request of City, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration, or repair of or to the Premises or any part thereof. Nothing in this Lease shall be construed as giving Tenant any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's liens or public works claims against City's interest in the Premises. If any such mechanic's lien or public works claims shall at any time be filed against the Premises, Tenant shall cause the same to be discharged of record within thirty (30) days after the date Tenant has knowledge of such filing. If Tenant shall fail to discharge such mechanic's lien or public works claims within such period, then, in addition to any other right or remedy of City, City may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien. However, Tenant shall not be required to pay or discharge any such mechanic's lien or public works claims so long as Tenant shall in good faith proceed to contest the same by appropriate proceedings; provided, however, Tenant shall give notice in writing to City of its intention to contest the validity of such lien and/or claim.

5. **Ordinances and Statutes.** Tenant shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Tenant.

6. **Assignment and Subletting.** Tenant shall not assign this lease or sublet any portion of the Premises without prior written consent of the City, which consent shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the City, may terminate this lease. Notwithstanding anything herein to the contrary, by its signature below, the City hereby consents to a sublease to Feeney Farms II, Inc., a Colorado Corporation of the space depicted in Exhibit B for operation of the retail liquor store.

7. **Utilities.** The City shall pay for water, sewer electricity, and gas. Tenant shall be responsible in its own name for telephone services, including equipment and repairs. Tenant shall also be responsible for cable/data/internet/satellite service, equipment, and repairs if such services are determined to be necessary by Tenant. Tenant shall not use any equipment or devices that utilize excessive electrical energy (i.e., portable space heater) or that may, in the City's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

8. **Entry and Inspection.** Tenant shall permit City or City's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit City at any time within sixty (60) days prior to the expiration of this lease, to place upon the Premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the Premises thereafter.

9. **Possession.** If City is unable to deliver possession of the Premises at the commencement hereof, City shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Tenant shall not be liable for any rent until possession is delivered.

10. **Indemnification.** Tenant agrees that City shall not be liable for any damage, either to person or persons or property or the loss of property sustained by Tenant or City or by any other person or persons due to the use of the Premises, due to the happening of any accident, or due to any act or neglect of Tenant, or any occupant of the Premises, or the use or misuse of any instrumentality or agency in or connected with the Premises, or occasioned by any nuisance made or suffered thereon. Tenant agrees to save City harmless thereon and therefrom, and to indemnify City on account thereof.

11. **Insurance.**

A. Tenant (for itself and on behalf of anyone claiming through or under it by way of subrogation or otherwise) hereby waives any rights it may have against City, City's servants, agents, and employees, on account of any loss or damage occasioned to Tenant, as the case may be, its respective property, the Premises or its contents, the common areas, parking lots, and sidewalks located adjacent to the Premises or to the other improvements of the Premises arising from any risk and to the extent covered by fire and extended coverage insurance, provided that such waiver does not invalidate such policies or prohibit recovery thereunder.

B. Tenant further covenants and agrees that from the date hereof Tenant will procure and maintain throughout the term, at its sole cost and expense, the following types of insurance in the amounts specified and, in the form, hereinafter provided:

i. Comprehensive broad form general public liability insurance in common use for commercial structures with extended coverage endorsement protecting City and Tenant against any liability whatsoever and covering the Premises, common areas, and parking lots and sidewalks located adjacent to the Premises and Tenant's use thereof against claims for personal injury, death, and property damage occurring upon, in or about the Premises, such insurance to afford protection to the **limit of not less than two million dollars (\$2,000,000)** combined single limit. The insurance coverage required under this subsection B shall, in addition, extend to any liability of Tenant arising out of the indemnities provided for in Section 10.

ii. Workers' compensation insurance covering all persons employed for such work.

iii. Fire and extended coverage insurance covering the Premises for injury or damage by the elements, or through any other cause, and all alterations, extensions, and improvements thereto and on the Premises and replacements thereof, including all appurtenances, whether on the Premises or extending beyond the boundaries thereof, against loss or damage by fire and the risks contemplated within the extended and malicious mischief (as such endorsements may customarily be written in Colorado from time to time), in an amount not less than the full actual replacement cost of the Premises, common areas, and appurtenances, and sufficient to prevent City or Tenant from becoming a co-insurer of any partial loss and the applicable provisions of the policies.

iv. Rental value insurance (covering loss or damage by fire with extended coverage).

v. Business interruption insurance and/or loss of "rental value" insurance.

vi. During the course of any construction or repair of improvements on the Premises initiated by Tenant, Tenant shall provide "Builders Risk Insurance."

C. All policies or insurance provided for in this Section 11 shall be issued by solvent and responsible insurance companies licensed to do business in the State of Colorado with a general policy holder's rating of not less than "A" and a financial rating of "AAA", as rated in the most current available "Bests" Insurance Reports, and qualified to write such policies in the State of Colorado. Each policy shall be issued in the names of City and Tenant, and their designees. Said policies shall be for the mutual and joint benefit and protection of City and Tenant and such policy of insurance, or a certificate thereof, shall be delivered to each of City and any such other parties in interest prior to the commencement of the term and thereafter within thirty (30) days prior to the expiration of each policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. All such policies of insurance shall contain provisions that (a) the company writing said policy will give to City and such other parties in interest at least thirty (30) days' notice in writing in advance of any cancellations or lapses, or the effective date of any reduction in the amounts of insurance; and (b) the insurer waives the right of subrogation against City and against City's agents and representatives. All such public liability, property damage, and other casualty policies shall

be written as primary policies which do not contribute to and are not in excess of coverage which City may carry. All such public liability and property damage policies shall contain a provision that City and any such other parties in interest, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents, and employees by reason of the negligence of Tenant. Tenant's failure to provide and keep in force any of the insurance policies required hereunder shall be regarded as a material default hereunder, entitling City to exercise any or all of the remedies provided in this Lease in the event of Tenant's default.

D. The placement of any insurance by Tenant shall not be construed as any waiver or modification of City's rights under the Colorado Governmental Immunity Act.

12. **Eminent Domain.** If the Premises or any part thereof or any estate therein, or any other part of the building materially affecting Tenant's use of the Premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Tenant. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Tenant may file a claim for any taking of fixtures and improvements owned by Tenant, and for moving expenses.

13. **Destruction of Premises.** In the event of a partial destruction of the Premises during the term hereof, from any cause, City shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Tenant shall be entitled to a proportionate reduction of rent, beginning with the date of the partial destruction, while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Tenant on the Premises. If such repairs cannot be made within said sixty (60) days, City, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated beginning with the date of the partial destruction, and in the event that City shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised Premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, City may elect to terminate this lease whether the demised Premises be injured or not. A total destruction of the building in which the Premises may be situated shall terminate this lease.

14. **Guaranty of Lease.** The undersigned does hereby personally guarantee to City and to its successors or assigns the prompt payment of all amounts due from Tenant to City under this Lease. To guaranty such performance, Tenant shall provide upon approval of this Lease the amount of Two Thousand Five Hundred Dollars (\$2,500.00) as a personal guaranty. Such personal guaranty shall only be utilized by the City in the event Tenant terminates the Lease without the one hundred twenty (120) days' notice required by Section 2. subsection F of this Lease. So long as Tenant remains in compliance with the terms of the Lease as it relates to notice of termination, said personal guaranty shall be returned to Tenant at the termination of the Lease, without any interest accruing thereon.

15. **Inspection of Records.** City shall have the right, upon reasonable notice to inspect the records of Tenant, including the financial records of Tenant so long as said inspection is reasonably related to a business or municipal purpose of the City pursuant to the terms of this Lease.

16. **City's Remedies on Default.** If Tenant defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, City may give Tenant notice of such default and if Tenant does not cure any such default within thirty (30) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Tenant does not commence such curing within thirty (30) days and thereafter proceed with reasonable diligence, in good faith to cure such default), then City may terminate this lease on no less than fifteen (15) days' notice to Tenant. On the date specified in such notice the term of this lease shall terminate, and Tenant shall then quit and surrender the Premises to City, without extinguishing Tenant's liability. If this lease shall have been so terminated by City, City may at any time thereafter resume possession of the Premises by any lawful means and remove Tenant or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

17. **Taxes.**

A. **Real Property Taxes.** Tenant shall pay all real property taxes, general, and special assessments ("real property taxes"), levied and assessed against the Premises.

B. **Tax Increase.** In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Tenant shall pay to City upon presentation of paid tax bills an amount equal to one hundred percent (100 %) of the increase in taxes upon the land and building in which the leased Premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Tenant shall be proportionate to the portion of the lease term included in such year.

18. **Rules and Regulations.** Tenant agrees that at all times during the term of this Lease, it shall at its own cost and expense:

A. Keep the Premises, common areas, parking lots and sidewalks located adjacent to the Premises in good, neat, and clean condition.

B. Not park trucks or delivery vehicles outside the Premises so as to unreasonably interfere with the use of any driveways, walks, roadways, highways, streets, malls, or parking areas.

C. Keep the Premises clean and free from refuse, rubbish, and dirt at all times; and store all trash, rubbish, and garbage within the Premises in the areas set aside therefor.

D. Obtain and maintain in effect all permits and licenses necessary for the operation of Tenant's business as herein provided.

8/25/2021⁷

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E. Keep the outside area immediately adjoining the Premises reasonably clean and free from snow, ice, dirt, and rubbish, and keep that area free from any obstruction or merchandise.

F. All contractors of Tenant shall fully comply with the Occupational Safety and Health Act of 1970 (Chapter XVII, Title XIX of the United States Code) (OSHA) of applicable state statute adopted pursuant to OSHA. It shall be Tenant's obligation to ensure that its contractors fully comply with the provisions and standards as contained in such Act.

19. **Attorney's Fees.** In case suit should be brought for recovery of the Premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, the City shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

20. **Waiver.** No failure of City to enforce any term hereof shall be deemed to be a waiver.

21. **Notices.** All notices, demands and requests required to be given by either party to the other shall be in writing. All notices, demands and requests shall either be hand-delivered or shall be sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the parties at the addresses set forth below, or at such other addresses as the parties may designate in writing delivered pursuant to the provisions hereof. Any notice when given as provided herein shall be deemed to have been delivered on the date personally served, or two (2) days subsequent to the date that said notice was deposited with the United States Postal Service.

To Lessor: City of Black Hawk
Attn: Lance Hillis, Finance Director
P.O. Box 68
Black Hawk, CO 80422

To Lessee: Feeney Farms, Inc
Attn: Thomas L. Feeney
P.O. Box 14
Black Hawk, CO 80422

22. **Assigns, Successors.** This lease is binding upon and inures to the benefit of the assigns and successors in interest to the parties.

23. **Subordination.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

23. **Radon Gas Disclosure.** As required by law, the City makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in the City of Black Hawk. Additional information regarding radon and radon testing may be obtained from the Gilpin County Health Department.

24. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Signed this 25th day of August, 2021

CITY OF BLACK HAWK, COLORADO

By: [Signature]
David. D. Spellman, Mayor

ATTEST:

[Signature]
Melissa A. Greiner, CMC, City Clerk

TENANT

Feeney Farms, Inc.

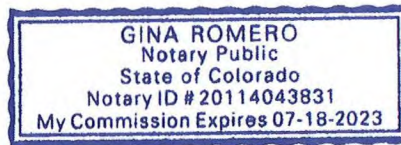
By: [Signature]
Tom Feeney, President

STATE OF COLORADO)
) ss.
COUNTY OF Gilpin)

Subscribed and sworn to before me this 25th day of August, 2021, by
Tom Feeney as President of Feeney Farms, Inc.

My Commission expires:

[SEAL]



[Signature]
Notary Public

EXHIBIT A

The premise located at 7320 Black Hawk BLVD. Suite 1A consists of approximately 1,308 square feet of space, including 871 S.F. of sales area, 155 S.F. of office/storage, 135 S.F. of back of house storage and 144 S.F. of accessory storage. Along with the permanent walls enclosing the storage and office spaces, the location also includes the cabinets and counter tops along the back wall, the sales counter, a hand sink and a third basin sink.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Feeney Farms II, Inc.

is a

Corporation

formed or registered on 08/23/2021 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20211762328 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/27/2021 that have been posted, and by documents delivered to this office electronically through 08/30/2021 @ 15:40:06 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/30/2021 @ 15:40:06 in accordance with applicable law. This certificate is assigned Confirmation Number 13406729 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.sos.state.co.us.

Colorado Secretary of State
Date and Time: 08/23/2021 01:00 PM
ID Number: 20211762328
Document number: 20211762328
Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Profit Corporation
filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the corporation is

Feeney Farms II, Inc.

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the corporation's initial principal office is

Street address

PO Box 224

(Street number and name)

Black Hawk

(City)

CO

(State)

80422

(ZIP/Postal Code)

United States

(Country)

(Province – if applicable)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP/Postal Code)

(Province – if applicable)

(Country)

3. The registered agent name and registered agent address of the corporation's initial registered agent are

Name

(if an individual)

Gustafson

(Last)

Lawrence

(First)

E.

(Middle)

(Suffix)

or

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

950 S Cherry St Suite 300

(Street number and name)

Suite 300

Denver

(City)

CO

(State)

80246

(ZIP/Postal Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP/Postal Code)

(The following statement is adopted by marking the box.)

☒ The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name
(if an individual) Feeney Tom
(Last) (First) (Middle) (Suffix)
or

(if an entity) _____
(Caution: Do not provide both an individual and an entity name.)

Mailing address PO Box 224
(Street number and name or Post Office Box information)
Black Hawk CO 80422
(City) (State) (ZIP/Postal Code)
CO United States
(Province - if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. The classes of shares and number of shares of each class that the corporation is authorized to issue are as follows.

☒ The corporation is authorized to issue 50,000 common shares that shall have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.

☐ Information regarding shares as required by section 7-106-101, C.R.S., is included in an attachment.

6. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains additional information as provided by law.

7. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

8. The true name and mailing address of the individual causing the document to be delivered for filing are

<u>Gustafson</u>	<u>Lawrence</u>	<u>E.</u>	
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<u>950 S Cherry St Suite 300</u>			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
<u>Denver</u>	<u>CO</u>	<u>80246</u>	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
<u>United States</u>		<u>.</u>	
<small>(Province – if applicable)</small>	<small>(Country)</small>		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- ☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

**MINUTES OF THE FIRST MEETING
OF THE BOARD OF DIRECTORS OF
FEENEY FARMS II, INC.**

The first meeting of the Board of Directors of Feeney Farms, Inc. was held at Denver, Colorado on the 23rd day of August, 2021.

All of the directors were present as follows:

Tom Feeney

being all of the directors and a quorum. By unanimous vote of all of the directors, Tom Feeney acted as Chairperson.

The Secretary presented the Waiver of Notice of the meeting signed by the directors, which was ordered filed with the Minutes of the meeting.

The Chairperson submitted to the meeting a copy of the Articles of Incorporation of the Corporation and an original receipt showing payment of the statutory organization taxes and filing fee. He reported that the original of these Articles of Incorporation had been filed in the office of the Secretary of State, State of Colorado. Thereupon, upon motion duly made, seconded and unanimously adopted, it was

RESOLVED, that the Articles of Incorporation, as presented, be and they are hereby accepted and approved and that said Articles of Incorporation together with the original receipt showing payment of the statutory organization taxes and filing fee, be placed in the Minute Book of the Corporation.

The Chairperson then presented to the meeting the By-Laws for the regulation of the affairs of the Corporation. Said form of By-Laws was read and after discussion, upon motion duly made, seconded and unanimously adopted, it was

RESOLVED, that the By-Laws presented to the meeting be and they are hereby adopted as the By-Laws of this Corporation and that a copy of said By-Laws be placed in the Minute Books of this Corporation.

The Chairperson stated that the Articles of Incorporation provided for one (1) director and that the number of directors as set forth in the By-Laws provided for a minimum of one (1) person. After full and complete discussion, upon motion duly made, seconded and unanimously adopted, it was

RESOLVED, that the Board of Directors consist of one (1) director.

The meeting then proceeded to the election of officers specified in the By-Laws. Nominations having been made, the following persons were elected to the offices set opposite their names until their respective successors are elected;

Tom Feeney - President/Secretary/Treasurer

A discussion took place concerning the books and records to be procured and reimbursement for organization fees which will be or have already been incurred, and the following resolution was unanimously adopted:

RESOLVED, that the Secretary of the Corporation is authorized and directed to procure all corporation books required by the State of Colorado or necessary in connection with the business of the Corporation and the Treasurer of the Corporation is authorized and directed to pay all fees and expenses incident to and necessary for the organization of the Corporation and to reimburse those persons who have advanced said fees and expenses on behalf of the Corporation.

Whereupon a discussion took place concerning a plan to offer and issue Section 1244 stock.

WHEREAS, the Board of Directors of this Corporation deems it advisable to undertake to raise additional capital up to the amount of \$1,000,000.00 through the offer, sale and issue of shares of the common stock authorized by the Certificate of Incorporation.

WHEREAS, it is further deemed advisable that the offer, sale and issue of such shares be effectuated in such a manner that qualified holders of such shares may receive the benefits of Section 1244 of the Internal Revenue Code.

Upon motion duly made, seconded and unanimously adopted it was

RESOLVED, that the plan to issue Section 1244 stock be and the same is hereby adopted by the Corporation.

FURTHER RESOLVED that the proper officers of the Corporation be and they are hereby authorized, empowered and directed to do and perform any and all acts necessary to carry out such plan.

Whereupon, a discussion took place concerning the issuance of Section 1244 Stock pursuant to Section 351 of the Internal Revenue Code.

The Chairperson stated that, pursuant to Section 351 of the Internal Revenue Code, no gain or loss shall be recognized if property is transferred to a corporation by one or more persons solely in exchange for stock or securities in such corporation and, immediately after the exchange, such person or persons are in control of the corporation.

In accordance with Section 351 of the Internal Revenue Code, a contract was entered into between the Corporation and Tom Feeney for the transfer of property from the above named to the Corporation in return for stock and/or securities of the Corporation. The contract is set forth fully in the attached Exhibit.

After full and complete discussion, upon motion duly made, seconded and unanimously adopted, it was

RESOLVED, that the contract as set forth in the attached Exhibit (between the shareholders and the Corporation) be, and is hereby ratified by the Board. The Chairperson stated that a copy of the contract be attached hereto and made a part of the Minutes.

RESOLVED, that the Corporation issue shares of its common stock to the following in the amount set opposite the respective name:

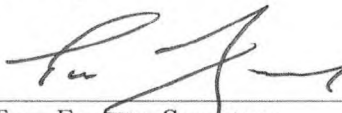
Tom Feeney	1,000
------------	-------

pursuant to the contract set forth in the attached and made a part of these Minutes.

Upon motion duly made, seconded and carried unanimously, it was

RESOLVED, that the Treasurer be and is hereby authorized to pay all fees and expenses incident to and necessary for the organization of the Corporation.

There being no further business, the meeting was adjourned.



Tom Feeney, Secretary

Michele G. Martin

From: Tom Feeney <tlfeeneyll@gmail.com>
Sent: Tuesday, September 28, 2021 4:22 PM
To: Nayara Winkworth
Subject: Fwd: Identogo Service Confirmation - 25YQ6K- Local (City/County) Liquor Licensure

Done, Thanks, TF

----- Forwarded message -----

From: <nobody@uemail.identogo.com>
Date: Tue, Sep 28, 2021 at 3:58 PM
Subject: Identogo Service Confirmation - 25YQ6K- Local (City/County) Liquor Licensure
To: <tlfeeneyll@gmail.com>



Service Details:

Customer:	THOMAS L FEENEY
UE ID:	UZBN-3TJBNK
Service:	25YQ6K - Local (City/County) Liquor Licensure
CBI Account Number:	CONCJ5296 - CITY OF BLACK HAWK - CITY CLERK
Amount Due:	\$48.50
Appointment Time:	10/5/2021 @ 10:20 AM (MDT)
Appointment Location:	IdentoGO 7475 W 5th Ave Ste 209 Lakewood, CO 80226-1674

We accept the following methods of payment: Authorization Code, Business Check, Money Order, Credit Card

*Personal checks and cash **will not** be accepted*

IMPORTANT!

YOU WILL BE REQUIRED TO BRING THE FOLLOWING DOCUMENTS TO YOUR ENROLLMENT.
Legal Name must match exactly on all identification documents brought to enrollment.

1. Driver's
License
issued by

a State or
outlying
possession
of the U.S.

All ID Documents must be the originals. Copies will not be accepted.

ALL CUSTOMERS MUST WEAR A FACE COVERING TO ENTER OUR CENTERS UNLESS
EXEMPTED DUE TO AGE OR A MEDICAL CONDITION.

Status as of 09/28/21

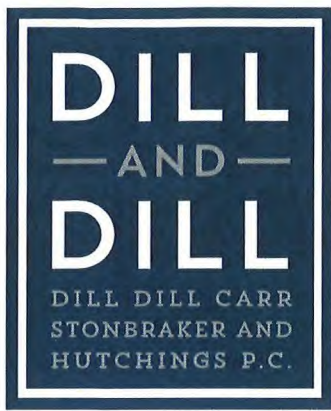
Pre-Enrolled

You have successfully pre-enrolled.

Please provide 24 hours' notice when cancelling / rescheduling an appointment.

[Click here to check your status or manage your appointment](#)

This message is only for the use of the intended recipient and may contain information that is CONFIDENTIAL and PROPRIETARY to IDEMIA USA, Inc. If you are not the intended recipient, please erase all copies of the message and its attachments and notify the sender immediately.



Kevin M. Coates
kcoates@dillanddill.com
455 Sherman St, Ste 300
Denver, CO 80203
303-777-3737

VIA FEDEX

September 23, 2021

City of Black Hawk
City Clerk's Office – Michele Martin
201 Selak St.
Black Hawk, CO 80422

Re: RETAIL LIQUOR STORE LICENSE APPLICATION
Feeney Farms II, Inc.
7320 Black Hawk Blvd., Suite A, Black Hawk CO 80422
Attorney: Kevin M. Coates
Paralegal: Nayara Winkworth

Dear Michele:

Kevin M. Coates, of the law firm of DILL DILL CARR STONBRAKER & HUTCHINGS, P.C., hereby enters his appearance on behalf of the above-named Applicant and requests all communications and correspondence regarding this matter to be directed to Kevin Coates and/or his paralegal, Nayara Winkworth.

Therefore, on behalf of our client, Feeney Farms II, Inc., we respectfully submit this application for a new Retail Liquor Store liquor license at 7320 Black Hawk Blvd., Suite A, Black Hawk CO 80422 and request concurrent review.

Thank you for your assistance with this matter. If you have any questions or need additional information, please contact me at (303) 282-4145 or by e-mail at nwinkworth@dillanddill.com.

Sincerely,

Nayara Winkworth
Licensing Specialist



INCORPORATED 1864

Office of the City Manager

201 Selak
P.O. Box 68
Black Hawk, CO 80422
www.cityofblackhawk.org
303-582-0292 Office
303-582-0848 Fax

Mayor

David D. Spellman

Aldermen

Linda Armbright
Paul G. Bennett
Hal Midcap
Jim Johnson
Greg Moates
Benito Torres

City Attorney

Corey Y. Hoffmann

City Manager

Stephen N. Cole

City Clerk /

Administrative Services Director

Melissa A. Greiner

Finance Director

Lance R. Hillis

Fire Chief / Emergency Manager

Christopher K. Woolley

Police Chief

Kenneth E. Lloyd

Public Works Director

Thomas Isbester

**Community Planning & Development
Director**

Cynthia L. Linker

**COLORADO'S SECOND OLDEST
MUNICIPAL CORPORATION**

MEMORANDUM

TO: Liquor Enforcement Division
FROM: Michele Martin, Deputy City Clerk
SUBJECT: New Concurrent Review Application
DATE: October 8, 2021

I am requesting for concurrent review, the attached application for a new Retail Liquor Store License.

Currently this applicant is scheduled for a public hearing in front of our Liquor Board on Wednesday, December 8, 2021. The application was deemed complete by the Clerk's Office on October 6, 2021.

Please contact me with any questions.

Thank you,
Michele Martin
Deputy City Clerk

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Black Hawk, acting as the Black Hawk Local Liquor Licensing Authority, shall hold a public hearing concerning a new Retail Liquor Store Liquor License application for Feeney Farms II, Inc., for a premises located at 7320 Black Hawk Blvd., Suite 1A, Black Hawk, CO 80422. The date the application was deemed complete by the City Clerk's office was October 6, 2021. Thomas L. Feeney II is the president, secretary, treasurer and managing officer of the corporation and has an address of 7320 Black Hawk Blvd., Suite 1A, Black Hawk, CO 80422.

The public hearing is to be held before the City Council of the City of Black Hawk on Wednesday, December 8, 2021 at 3:00 p.m. or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk Council Chambers located at 211 Church Street, Black Hawk, Colorado, 80422, or at such other time or place as the hearing may be continued.

THE PUBLIC MAY ATTEND

ALL PARTIES IN INTEREST MAY PRESENT EVIDENCE AND CROSS-EXAMINE WITNESSES

Respectfully submitted,
Melissa A. Greiner, CMC, City Clerk

Published in the Weekly Register Call:
November 25, 2021



November 30, 2021

RESULTS OF THE LIQUOR LICENSE SURVEY REGARDING: Feeney Farms II, Inc.

7320 Black Hawk Blvd, Suite A

Black Hawk, CO 80422

Applicant: Feeney Farms II, Inc.

Purpose: Application for a NEW Retail Liquor Store License

ISSUE: To determine if the needs of the neighborhood and desires of the inhabitants were or were not being presently met by existing similar alcoholic beverage outlets. Alternative methods were provided due to the survey area. Community feedback was requested in the following formats:

1. Petition signature packets.
2. Mail survey forms with return prepaid, preaddressed envelopes. **Total Distributed: 25. (example attached)**

Those in favor of Feeney Farms II, Inc. being granted a NEW Retail Liquor Store License indicated by checking the "Favor Yes" column of the signature sheet and those opposed checked the "Oppose No" column.

The results were as follows:

	IN FAVOR OF LICENSE "YES"		OPPOSED TO LICENSE "NO"		TOTAL SIGNATURES
Petition Results	100%	22	---	0	22
Mail-In Results	---	0	---	0	0
Combined	100%	22	---	0	22

SURVEY STATISTICS

	FAVOR "YES"		OPPOSE "NO"		TOTAL
Business Survey Results	100%	6	---	0	6
**Residential Survey Results	100%	16	---	0	16

Percentages in this report have been rounded to the nearest whole number.

***Report will be amended as Mail surveys are received prior to hearing.*

	BUSINESS	RESIDENTIAL	TOTAL
No Response	18	32	50
Declining Not to Participate	11	8	19
Not Qualified to Sign	4	10	14
Disqualified	0	0	0
"No" Signatures	0	0	0
"Yes" Signatures	6	16	22
TOTAL CONTACTS & ATTEMPTS	39	66	105

SURVEY STATISTICS Feeney Farms II, Inc. Black Hawk, Colorado

>Number of Businesses and Residents Contacted: 105 Attempts – 50 No Response = 55
>Business Survey Participation Rate: 6 Signatures/ 17 Qualified Contacts = 35%
>Residential Survey Participation Rate: 16 Signatures/ 24 Qualified Contacts = 67%
>Percentage of Residents Home During Survey: 34 Contacts/ 66 Attempts = 52%

REASONS FOR OPPOSITION SIGNATURES		REASONS FOR DECLINING TO PARTICIPATE	
Enough /Too Many	0	Against Company Policy	9
Total	0	Not Interested	8
		Do Not Sign Any Petitions/Surveys/Covid	2
		Total	19
		<u>CONTACTS NOT QUALIFIED TO SIGN</u>	
		Government	5
		No Trespassing/Private Property	5
		Owner/Manager Unavailable	4
		Total	14

PETITION METHODOLOGY

- Survey Dates and Times:

Residential & Business:	Monday, November 29, 2021	11:00 am – 6:00 pm
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- Survey Areas: Residents in the area were provided with Mail in Surveys if there was no one home. Exception to those residents who were on the Black Hawk "DO NOT SOLICIT" list. Attempt was made with all area businesses. All contacts and attempts were within the defined boundaries of this survey. Please see attached map and list.
- Circulators of the Survey: There were two circulators of this survey. Prior to the start of the survey, the circulators were briefed on the type of liquor license application, the areas to be surveyed and reminded to remain unbiased in her approach to residents and businesspeople. The circulators had with them a face sheet with the applicant business name, location and hearing information, instructions, and the petition/survey issue along with signature sheets and a map of the proposed location. The circulators used tally sheets to record all contacts, attempts and reasons for opposition signatures and refusals. At the conclusion of the survey, the circulators signed notarized affidavits of circulation. The original survey packets were pre-filed with the Black Hawk City Clerk's Office.

Report prepared and respectfully submitted by,



Eva L. Garretson
Liquor Licensing Professionals, LLC



Needs & Desire Surveys/Petitions
Colorado Responsible Vendor Trainer

5515 Saddle Rock Place
Colorado Springs, CO 80918

719-390-8844
Liquorpros@msn.com

RESIDENTIAL MAIL SURVEY TIME SENSITIVE, IMMEDIATE RESPONSE REQUESTED

This petition/opinion survey is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood per the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and per the local licensing authority rules/procedures. **If you feel/think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call the Licensing Clerk's Office at: 303.582.2221.**

Applicant: FEENEY FARMS II, INC.

Trade Name: **FEENEY FARMS II, INC.**

Proposed Location: 7320 BLACK HAWK BLVD, SUITE A, BLACK HAWK, CO 80422

Application Type: RETAIL LIQUOR STORE LICENSE

Please select only one of the following:

YES _____ (Place an "X" next to "YES" (FAVOR) if you feel that the needs are not being met by existing similar outlets and it is your desire that a license should be granted.)

NO _____ (Place an "X" next to "NO" (OPPOSE) if you feel that the needs are being met by existing similar outlets and it is your desire that a license should not be granted.)

REASON WHY YOU FAVOR OR OPPOSE THE APPLICATION _____

The City of Black Hawk Liquor Licensing Authority, Colorado, in its capacity will hold a hearing on this application on **Wednesday, DECEMBER 8th, 2021, at 3:00 p.m.** at the City Council Meeting, 211 Church Street, Black Hawk, Colorado

Please return this survey in the prepaid preaddressed return envelope and mail today so your desires may be considered at the scheduled hearing. If you believe that you may have been unduly influenced by the petitioner or have questions or comments concerning the proposed application or survey method, please telephone the **city clerk's office at: 303.582.2221.**

By signing, you are indicating that you have read this Petition, you are at least 21 years of age, and you are a business owner or manager located in the designated area (map on reverse). **Please respond no later than DECEMBER 1, 2021.**

Signature: _____ **Print Name (must be legible):** _____

Address (must be legible): _____

Exact Age: _____

Date Signed: _____



CITY OF BLACK HAWK "DO NOT SOLICIT" LIST

[illegible]

BUSINESS PETITION TO THE CITY OF BLACK HAWK LIQUOR LICENSING AUTHORITY

This petition/opinion survey is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood per the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and per the local licensing authority rules/procedures. **If you feel/think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call Black Hawk City Clerk's Office at: 303.582.2221.**

Applicant: Feeney Farms II, Inc.
d/b/a: **Feeney Farms II, Inc.**
Address: 7320 Black Hawk Blvd., Suite A, Black Hawk, CO 80422
Application for a **NEW Retail Liquor Store License**

A **Public Hearing** on this matter will be held before the City of Black Hawk Liquor Licensing Authority, on **Wednesday, December 8th, 2021, at 3:00 pm** in the **City Council Meeting, 211 Church Street, Black Hawk, CO**

INSTRUCTIONS – QUALIFICATIONS FOR SIGNING THIS PETITION

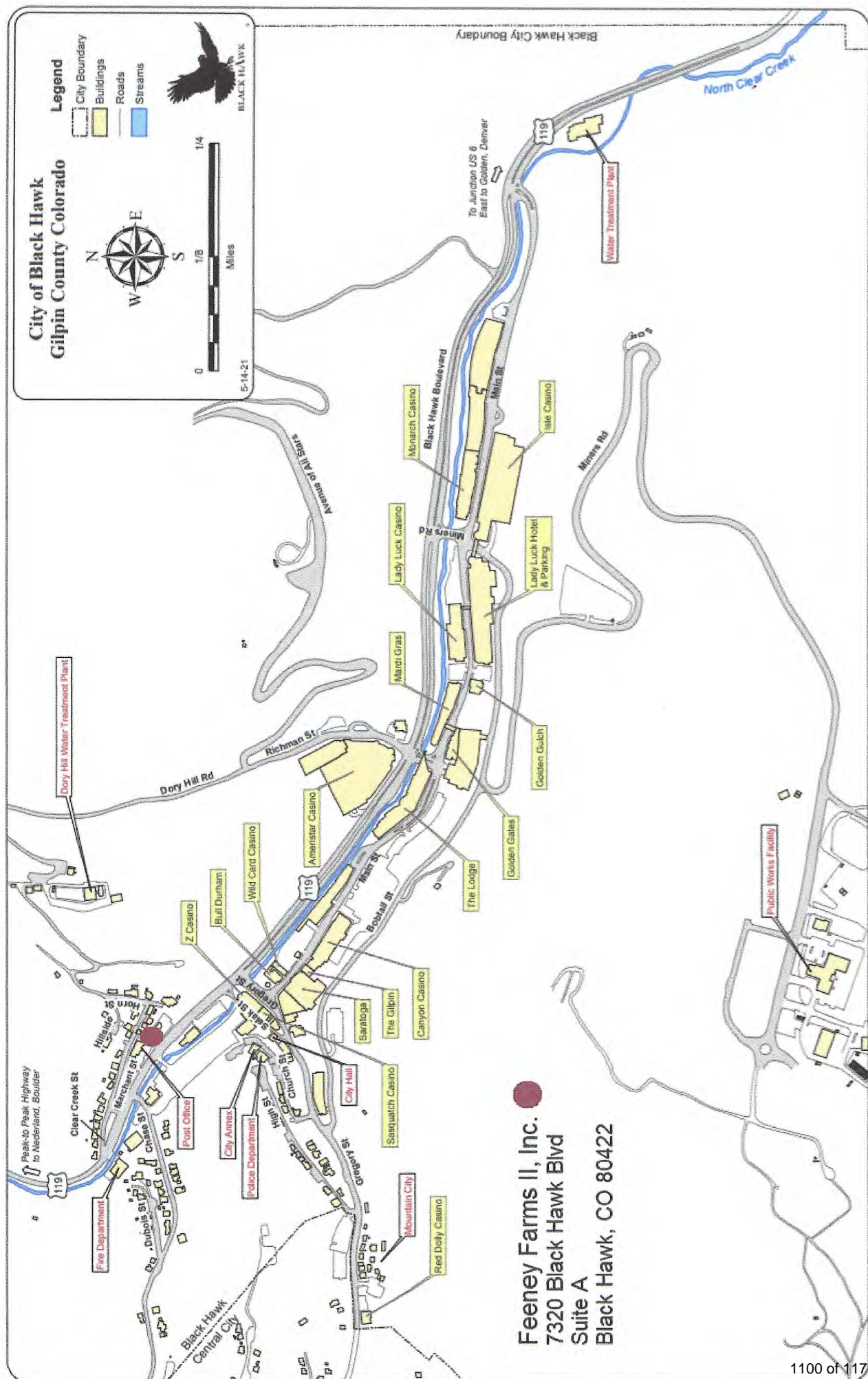
- You are at least 21 years of age.
- You must be a resident or business owner or manager within the designated area. **(Please see attached map).**
- You have not signed another petition concerning the same application.
- You have read or had the opportunity to read the petition in its entirety and understand its meaning.
- Petition circulators must witness all signatures

PETITION ISSUE: If you **FAVOR/SUPPORT** this application because present liquor establishments of this type are insufficient for your present needs and it is your desire this license be issued, sign the petition **FAVOR "YES"**.

If you **OPPOSE /DO NOT SUPPORT** this application because present liquor establishments of this type are sufficient for your needs and it is your desire this license is not issued, please sign the petition **OPPOSED "NO"**.

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/Year	Printed Name Signature	Business Name Business Address	Age	Favor YES X	Oppose NO X	Reason Circle Owner or Manager
28 Nov 21	Tom Feeney	7320 Black Hawk Ave	41/21	X		Owner Manager
29 Nov 21	Lindsay Gianola	327 Gregory St	21	X		Owner Manager
29 Nov 21	Nicolas Spence	mnt poppy	22	X		Owner Manager
29 Nov 21	Jamie Pierce	231 Gregory St	21	X		Owner Manager
						Owner Manager



ALCOHOL BEVERAGE PETITION CIRCULATOR'S AFFIDAVIT

I, Era L. Garrettson, hereby state that I circulated the foregoing petition in the below manner:

THAT I explained to potential signers of the petition, the type of license being applied for; the proposed license location; the applicant's name and trade name (dba), the survey issue and the qualifications for signing the petition;

THAT I gave signers of the petition the opportunity to read, or have read to them, the petition in its entirety and understand its meaning;

THAT I personally witnessed each signature appearing on the attached petition;

THAT to the best of my knowledge, the information written and provided on the petition by the individual signing, is true and valid;

THAT any signature entry indicating a signer was not qualified to sign the petition, and/or missing information or improper execution, has been deleted from the petition;

THAT no promises, threats or inducements were made on my part in the presentation of this petition; and,

THAT each signature was voluntarily given.

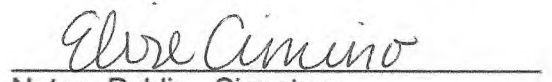

Circulator - signature

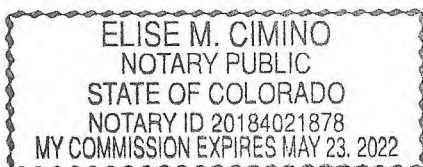
Era L. Garrettson
Circulator - printed name

STATE OF COLORADO)
)
COUNTY OF EL PASO)

Subscribed and sworn before me this 30th day of November, 2021.

(SEAL)


Notary Public Signature



BUSINESS PETITION TO THE CITY OF BLACK HAWK LIQUOR LICENSING AUTHORITY

This petition/opinion survey is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood per the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and per the local licensing authority rules/procedures. **If you feel/think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call Black Hawk City Clerk's Office at: 303.582.2221.**

Applicant: Feeney Farms II, Inc.
d/b/a: **Feeney Farms II, Inc.**
Address: 7320 Black Hawk Blvd., Suite A, Black Hawk, CO 80422
Application for a **NEW Retail Liquor Store License**

A **Public Hearing** on this matter will be held before the City of Black Hawk Liquor Licensing Authority, on **Wednesday, December 8th, 2021, at 3:00 pm** in the **City Council Meeting, 211 Church Street, Black Hawk, CO**

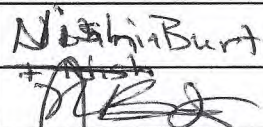
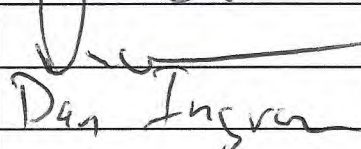
INSTRUCTIONS – QUALIFICATIONS FOR SIGNING THIS PETITION

- You are at least 21 years of age.
- You must be a resident or business owner or manager within the designated area. **(Please see attached map).**
- You have not signed another petition concerning the same application.
- You have read or had the opportunity to read the petition in its entirety and understand its meaning.
- Petition circulators must witness all signatures

PETITION ISSUE: If you **FAVOR/SUPPORT** this application because present liquor establishments of this type are insufficient for your present needs and it is your desire this license be issued, sign the petition **FAVOR "YES"**.

If you **OPPOSE /DO NOT SUPPORT** this application because present liquor establishments of this type are sufficient for your needs and it is your desire this license is not issued, please sign the petition **OPPOSED "NO"**.

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/Year	Printed Name	Business Name	Age	Favor YES X	Oppose NO X	Reason	
	Signature	Business Address				Circle Owner or Manager	
11-29 2021	Nicholas Burtzsch 	135 Clear Creek Dr Black Hawk, CO 80422 Blk Hawk, CO 80422	over 50	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Owner	<input checked="" type="checkbox"/> Manager
11-29 2021	 Dan Ingram	Saratoga Casino 101 main St	60	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Owner	<input checked="" type="checkbox"/> Manager
						Owner	Manager
						Owner	Manager
						Owner	Manager

ALCOHOL BEVERAGE PETITION CIRCULATOR'S AFFIDAVIT

I, Sylvie Cimino, hereby state that I circulated the foregoing petition in the below manner:

THAT I explained to potential signers of the petition, the type of license being applied for; the proposed license location; the applicant's name and trade name (dba), the survey issue and the qualifications for signing the petition;

THAT I gave signers of the petition the opportunity to read, or have read to them, the petition in its entirety and understand its meaning;

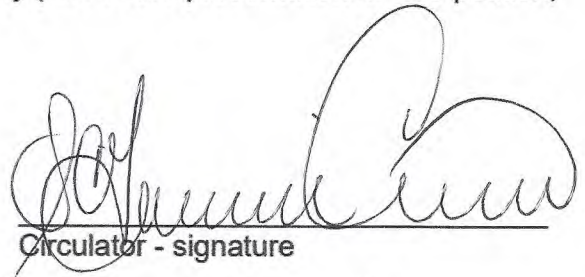
THAT I personally witnessed each signature appearing on the attached petition;

THAT to the best of my knowledge, the information written and provided on the petition by the individual signing, is true and valid;

THAT any signature entry indicating a signer was not qualified to sign the petition, and/or missing information or improper execution, has been deleted from the petition;

THAT no promises, threats or inducements were made on my part in the presentation of this petition; and,

THAT each signature was voluntarily given.


Circulator - signature

Sylvie Cimino
Circulator - printed name

STATE OF COLORADO)
)
COUNTY OF EL PASO)

Subscribed and sworn before me this 29th day of November, 2021.

(SEAL)




Notary Public Signature

RESIDENTIAL PETITION TO THE CITY OF BLACK HAWK LIQUOR LICENSING AUTHORITY

This petition/opinion survey is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood per the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and per the local licensing authority rules/procedures. **If you feel/think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call Black Hawk City Clerk's Office at: 303.582.2221.**

Applicant: Feeney Farms II, Inc.
d/b/a: **Feeney Farms II, Inc.**
Address: 7320 Black Hawk Blvd., Suite A, Black Hawk, CO 80422
Application for a **NEW Retail Liquor Store License**

A **Public Hearing** on this matter will be held before the City of Black Hawk Liquor Licensing Authority, on **Wednesday, December 8th, 2021, at 3:00 pm** in the **City Council Meeting, 211 Church Street, Black Hawk, CO**

INSTRUCTIONS – QUALIFICATIONS FOR SIGNING THIS PETITION

- You are at least 21 years of age.
- You must be a resident or business owner or manager within the designated area. **(Please see attached map).**
- You have not signed another petition concerning the same application.
- You have read or had the opportunity to read the petition in its entirety and understand its meaning.
- Petition circulators must witness all signatures



PETITION ISSUE: If you **FAVOR/SUPPORT** this application because present liquor establishments of this type are insufficient for your present needs and it is your desire this license be issued, sign the petition **FAVOR "YES"**.

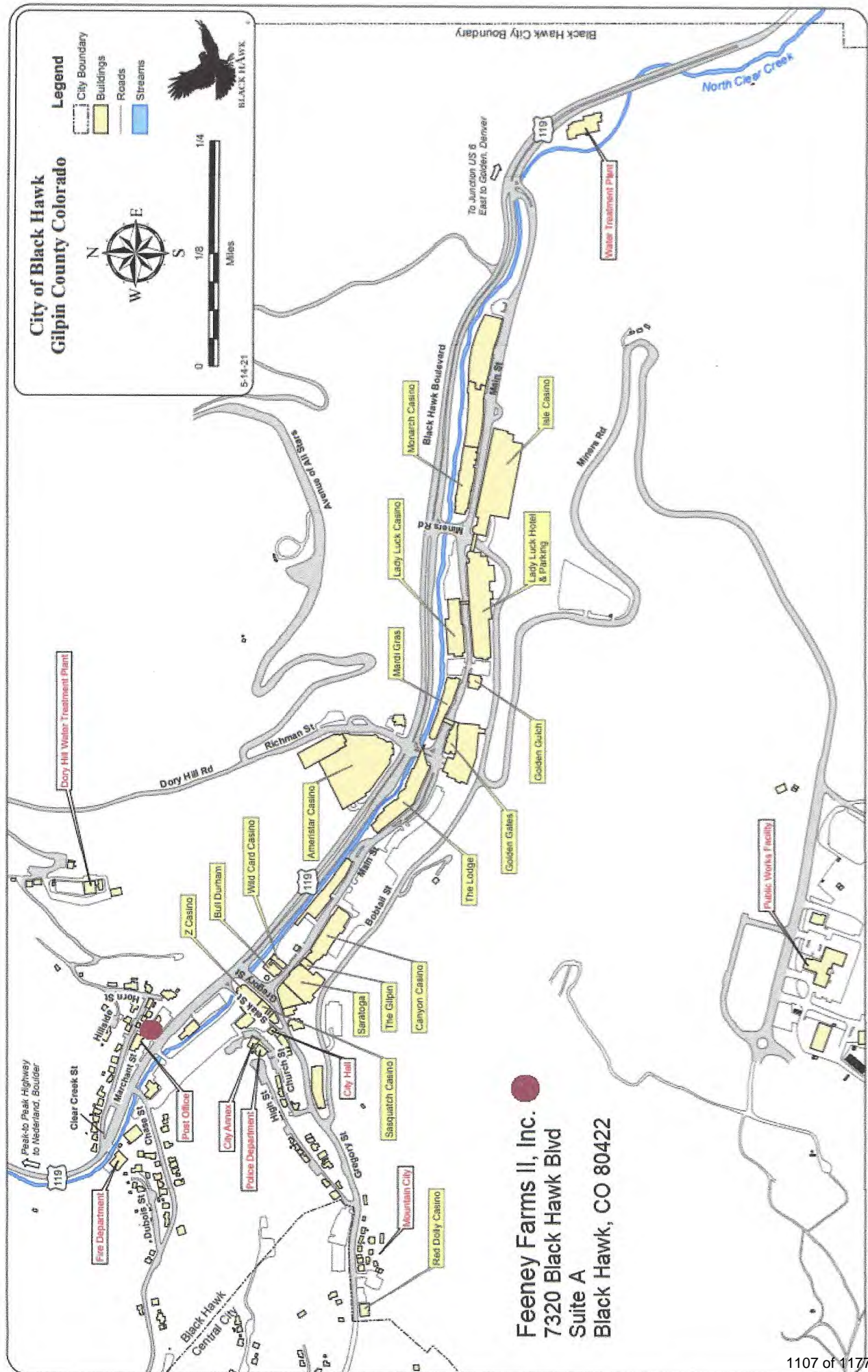
If you **OPPOSE /DO NOT SUPPORT** this application because present liquor establishments of this type are sufficient for your needs and it is your desire this license is not issued, please sign the petition **OPPOSED "NO"**.

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
11/29/21	Lynnette B. Hailley Lynnette Hailley	100 Marchant St Black Hawk CO. 80422	66	✓		
11/29/21	Angela DePaulo Angela DePaulo	121 Marchant St 80422	54	X		
11/29/21	Noah Babers Noah Babers	130 Chase St	29	X		
11/29/21	Jonathan Kiser Jonathan Kiser	140 Chase St	46	X		
11/29/21	Megan Hixson Megan Hixson	210 Chase St	33	X		

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
11/29/21	Dorothy L. Fahren Dorothy Fahren	541 Chase St Black Hawk CO 80422	66	yes X		
11/29/21	TYRONE NAME 	231 CHASE ST CO BLACK HAWK 80422	46	X		
11/29/21	Brian Blish B-Blish	271 Church St	61	X		
11/29/21	Jacqueline Senesac 	271 Church St Black Hawk, 80422	57	X		
11/29/21	Mary Lou Price Mary L Price	261 High St Black Hawk, 80422	75	X		



ALCOHOL BEVERAGE PETITION CIRCULATOR'S AFFIDAVIT

I, Sylvie Amino, hereby state that I circulated the foregoing petition in the below manner:

THAT I explained to potential signers of the petition, the type of license being applied for; the proposed license location; the applicant's name and trade name (dba), the survey issue and the qualifications for signing the petition;

THAT I gave signers of the petition the opportunity to read, or have read to them, the petition in its entirety and understand its meaning;

THAT I personally witnessed each signature appearing on the attached petition;

THAT to the best of my knowledge, the information written and provided on the petition by the individual signing, is true and valid;

THAT any signature entry indicating a signer was not qualified to sign the petition, and/or missing information or improper execution, has been deleted from the petition;

THAT no promises, threats or inducements were made on my part in the presentation of this petition; and,

THAT each signature was voluntarily given.

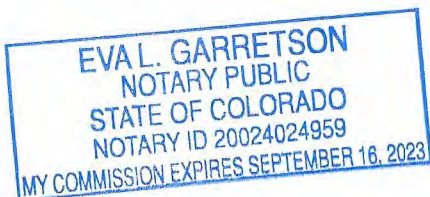
[Signature]
Circulator - signature

Sylvie Amino
Circulator - printed name

STATE OF COLORADO)
)
COUNTY OF EL PASO)

Subscribed and sworn before me this 29th day of NOVEMBER, 20 21.

(SEAL)



[Signature]
Notary Public Signature

RESIDENTIAL PETITION TO THE CITY OF BLACK HAWK LIQUOR LICENSING AUTHORITY

This petition/opinion survey is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood per the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and per the local licensing authority rules/procedures. **If you feel/think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call Black Hawk City Clerk's Office at: 303.582.2221.**

Applicant: Feeney Farms II, Inc.
d/b/a: **Feeney Farms II, Inc.**
Address: 7320 Black Hawk Blvd., Suite A, Black Hawk, CO 80422
Application for a **NEW Retail Liquor Store License**

A **Public Hearing** on this matter will be held before the City of Black Hawk Liquor Licensing Authority, on
Wednesday, December 8th, 2021, at 3:00 pm in the
City Council Meeting, 211 Church Street, Black Hawk, CO

INSTRUCTIONS – QUALIFICATIONS FOR SIGNING THIS PETITION

- You are at least 21 years of age.
- You must be a resident or business owner or manager within the designated area. **(Please see attached map).**
- You have not signed another petition concerning the same application.
- You have read or had the opportunity to read the petition in its entirety and understand its meaning.
- Petition circulators must witness all signatures

PETITION ISSUE: If you **FAVOR/SUPPORT** this application because present liquor establishments of this type are insufficient for your present needs and it is your desire this license be issued, sign the petition **FAVOR "YES"**.

If you **OPPOSE /DO NOT SUPPORT** this application because present liquor establishments of this type are sufficient for your needs and it is your desire this license is not issued, please sign the petition **OPPOSED "NO"**.

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name <i>Signature</i>	Street Address	Age	Favor YES X	Oppose NO X	Reason
11/29/21	Katie Turner	301 Horn St. Black Hawk, 80422	42	X		More business to area NOT casino's
4/24/21	<i>modzelewska</i> Narcis Modzelewska	401 Chase St Black Hawk Co 80422	29	X		
4/29/21	<i>DH</i> Daniel H Kretzer	410 Chase St Black Hawk 80422	37	X		
11/29	Rob Brewes	400 Chase St. Black Hawk, CO.	31	X		
11/29	Karen Midcap Karen Midcap	250 Chase St. Black Hawk, CO	60	X		

Please sign your name only; First Name, Middle Initial, Last Name.

[illegible]

ALCOHOL BEVERAGE PETITION CIRCULATOR'S AFFIDAVIT

I, Eva L. Garrison, hereby state that I circulated the foregoing petition in the below manner:

THAT I explained to potential signers of the petition, the type of license being applied for; the proposed license location; the applicant's name and trade name (dba), the survey issue and the qualifications for signing the petition;

THAT I gave signers of the petition the opportunity to read, or have read to them, the petition in its entirety and understand its meaning;

THAT I personally witnessed each signature appearing on the attached petition;

THAT to the best of my knowledge, the information written and provided on the petition by the individual signing, is true and valid;

THAT any signature entry indicating a signer was not qualified to sign the petition, and/or missing information or improper execution, has been deleted from the petition;

THAT no promises, threats or inducements were made on my part in the presentation of this petition; and,

THAT each signature was voluntarily given.

Eva L. Garrison
Circulator - signature

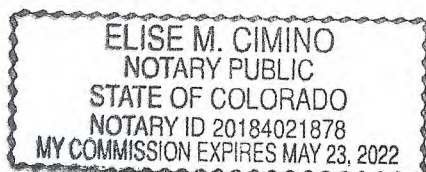
Eva L. Garrison
Circulator - printed name

STATE OF COLORADO)
)
COUNTY OF EL PASO)

Subscribed and sworn before me this 30th day of November, 2021.

(SEAL)

Elise Cimino
Notary Public Signature



RESOLUTION 92-2021
A RESOLUTION
APPROVING THE SIXTH
ADDENDUM TO THE
AGREEMENT FOR
TRANSIT RELATED
SERVICES FOR THE
BLACK HAWK &
CENTRAL CITY
TRAMWAY FOR 2022
BETWEEN MV
TRANSPORTATION, INC.
AND THE CITY OF BLACK
HAWK

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 92-2021

TITLE: A RESOLUTION APPROVING THE SIXTH ADDENDUM TO THE AGREEMENT FOR TRANSIT RELATED SERVICES FOR THE BLACK HAWK & CENTRAL CITY TRAMWAY FOR 2022 BETWEEN MV TRANSPORTATION, INC. AND THE CITY OF BLACK HAWK

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. The Sixth Addendum to the Agreement for Transit Related Services for the Black Hawk & Central City Tramway for 2022 between MV Transportation, Inc. and the City of Black Hawk, attached hereto as **Exhibit A**, is hereby approved, and the Mayor is authorized to execute the same on behalf of the City.

RESOLVED AND PASSED this 8th day of December, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Sixth Addendum to Agreement for the Management and Operation of the Transportation Services for the City of Black Hawk

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE Resolution 92-2021 A Resolution Approving the Sixth Addendum to the Agreement for Transit Related Services for the Black Hawk & Central City Tramway for 2022 Between MV Transportation Inc. and the City of Black Hawk.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Tramway resumed operations in January after the long COVID shut down. The service has been operating satisfactorily and the costs of the service has been largely borne by grants. The ridership is approximately 65% of pre COVID numbers. The tramway shuttle will continue to circulate through the cities of Black Hawk and Central on a specific route with specific stops. The loop takes approximately 25 minutes to complete. The Monarch stop has been added back to the route with the completion of their construction as well as two new stops at the Gregory Plaza and Bobtail Mine. A single bus will continue to operate Monday through Thursday and two buses will continue to operate Friday through Sunday. It is anticipated that 2022 operations will be partially funded with a FTA 5311 grant.

AGENDA DATE: December 8, 2021

WORKSHOP DATE: December 8, 2021

FUNDING SOURCE: 204-4801-431-33-25 Contracted Bus Service

DEPARTMENT DIRECTOR APPROVAL: [x]Yes []No

STAFF PERSON RESPONSIBLE: Thomas Isbester

DOCUMENTS ATTACHED: Sixth Addendum

RECORD: []Yes []No

CoBH CERTIFICATE OF INSURANCE REQUIRED []Yes []No

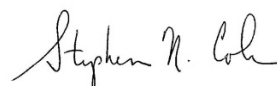
CITY ATTORNEY REVIEW: []Yes []N/A

SUBMITTED BY:



Thomas Isbester, Public Works Director

REVIEWED BY:



Stephen N. Cole, City Manager

SIXTH ADDENDUM TO AGREEMENT FOR THE MANAGEMENT AND
OPERATION OF THE TRANSPORTATION SERVICES FOR THE CITY OF BLACK
HAWK

This Sixth Addendum to Agreement for the Management and Operation of the Transportation Services for the City of Black Hawk (the "Sixth Addendum") is entered into this _____ day of _____, 20____ by and between the City of Black Hawk, a political subdivision of the State of Colorado (the "City") and MV Public Transportation, Inc. (the "Contractor").

WHEREAS, City has previously contracted with the Contractor to operate its transportation system by that Agreement dated December 9, 2015 (the "Original Agreement"),

WHEREAS, the City and MV Public Transportation, Inc. entered into the First Addendum for the Management and Operation of the Transportation Services (the "First Addendum") on December 14, 2016, for a term commencing January 1, 2017, and terminating December 31, 2017; and

WHEREAS, the City and MV Public Transportation, Inc. entered into the Second Addendum for the Management and Operation of the Transportation Services (the "Second Addendum") on December 13, 2017, for a term commencing January 1, 2018, and terminating December 31, 2018; and

WHEREAS, the City and MV Public Transportation, Inc. entered into the Third Addendum for the Management and Operation of the Transportation Services (the "Third Addendum") on December 12, 2018, for a term commencing January 1, 2019, and terminating December 31, 2019; and

WHEREAS, the City and MV Public Transportation, Inc. entered into the Fourth Addendum for the Management and Operation of the Transportation Services (the "Fourth Addendum") on December 11, 2019, for a term commencing January 1, 2020, and terminating December 31, 2020; and

WHEREAS, the City and MV Public Transportation, Inc. entered into the Fifth Addendum for the Management and Operation of the Transportation Services (the "Fifth Addendum") on December 9, 2020, for a term commencing January 1, 2021, and terminating December 31, 2021; and

WHEREAS, the City desires to continue contracting with Contractor for an additional one-year term, commencing January 1, 2022.

NOW THEREFORE, in consideration for the mutual promises herein, the parties agree as follows:

1. The Parties agree to extend the Original Agreement, for an additional one-year term, starting January 1, 2022, and ending December 31, 2022, subject to all of the terms and conditions of the Original Agreement.
2. Section 3.1 of the Original Agreement is amended by the addition of a replacement Exhibit B, which rates shall include the Fixed Cost per Month plus the Variable Cost per Hour based on the actual hours of operation.
3. This Sixth Addendum, the Fifth Addendum, the Fourth Addendum, the Third Addendum, the Second Addendum, the First Addendum, and the Original Agreement constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Sixth Addendum, the Fifth Addendum, the Fourth Addendum, the Third Addendum, the Second Addendum, the First Addendum, and the Original Agreement may be amended, modified, or changed, except as specified herein.

IN WITNESS WHEREOF, City and Contractor have caused this Agreement to be executed by their respective officers duly authorized to do so.

City of Black Hawk

By: _____

David D. Spellman

Title: Mayor

Date: _____

Witness: _____

Contractor

By: Marie Groul
Marie Groul

Title: Executive Vice President + CFO

Date: 12/1/2021

Witness: Brandi LaFou
Brandi LaFou
Contracts Administrator

EXHIBIT B

BLACKHAWK, CO SHUTTLE EXTENSION COST PROPOSAL FORMAT

1 Year Extension (Jan 1 - Dec 31, 2022)

SECTION 1

CURRENT SERVICE PROFILE: Based on 8,424 Total Service Hours/Year

Note: Modify Cost Categories to Reflect Your Organization Budget Accounts

Sample Budget Accounts	Total Cost	Fixed Cost	Variable Cost	Total \$/Hr
Labor				
Driver Wages \$	199,016 \$	- \$	199,016 \$	23.62
Driver Payroll Tax/Benefits \$	34,359 \$	- \$	34,359 \$	4.08
Mgmt Staff Wages \$	21,966 \$	21,966 \$	- \$	2.61
Mgmt Staff Payroll Tax/Benefits \$	2,854 \$	2,854 \$	- \$	0.34
Operating Expense				
Uniforms \$	457 \$	457 \$	- \$	0.05
Drug, Alcohol Testing \$	1,076 \$	1,076 \$	- \$	0.13
DOT Physicals \$	365 \$	365 \$	- \$	0.04
Telephone/Communications \$	1,075 \$	1,075 \$	- \$	0.13
Office Supplies/Materials \$	1,104 \$	1,104 \$	- \$	0.13
Training/Safety Expenses \$	1,698 \$	1,698 \$	- \$	0.20
Insurance				
Auto General \$	29,768 \$	- \$	29,768 \$	3.53
Worker's Comp \$	11,552 \$	- \$	11,552 \$	1.37
Other				
G&A \$	29,364 \$	14,682 \$	14,682 \$	3.49
Fee \$	4,480 \$	2,240 \$	2,240 \$	0.53
Capital Depreciation \$	- \$	- \$	- \$	-
Interest \$	2,236 \$	2,236 \$	- \$	0.27
TOTAL	\$ 341,370	\$ 49,753	\$ 291,616	40.52
Fixed Cost Per Month	\$	4,146.12		
Variable Cost Per Hour			\$ 34.62	

RESOLUTION 93-2021
A RESOLUTION
RATIFYING AND
APPROVING THE
COMMERCIAL LEASE
WITH BASIN & BEND,
PBCC FOR THE
PROPERTY LOCATED AT
357 GREGORY STREET,
BLACK HAWK,
COLORADO

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 93-2021

TITLE: A RESOLUTION RATIFYING AND APPROVING THE COMMERCIAL LEASE WITH BASIN & BEND, PBCC FOR THE PROPERTY LOCATED AT 357 GREGORY STREET, BLACK HAWK, COLORADO

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. The City Council hereby approves the Commercial Lease with Basin & Bend, PBC for the property located at 357 Gregory Street, Black Hawk, Colorado, attached as **Exhibit A**, and authorizes the Mayor to sign the Commercial Lease on behalf of the City.

RESOLVED AND PASSED this 8th day of December, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Commercial Lease with Basin & Bend, PBC for the Property Located at 357 Gregory Street, Black Hawk, Colorado.

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE: Resolution 93-2021, A Resolution Ratifying and Approving the Commercial Lease with Basin & Bend, PBC for the Property Located at 357 Gregory Street, Black Hawk, Colorado.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The attached Commercial Lease has a term of roughly 37 months, expiring on December 31, 2024. The monthly rent of \$1,026.00 is based on \$0.50 per square foot. This lease contains of numbers provisions, including a rent credit for anticipated disruption due to adjacent construction, an allowance for tenant improvements, and standards of operations, including expected minimum operating hours.

AGENDA DATE: December 8, 2021

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

STAFF PERSON RESPONSIBLE: Lance Hillis, Finance Director

DOCUMENTS ATTACHED: Commercial Lease

RECORD: ☐ Yes ☒ No

CITY ATTORNEY REVIEW: ☒ Yes ☐ N/A

SUBMITTED BY:

REVIEWED BY:

Lance Hillis

Stephen N. Cole

Lance Hillis, Finance Director

Stephen N. Cole, City Manager

Commercial Lease

This Lease is made between the City of Black Hawk, herein called the City, and Basin & Bend, PBC, herein called Tenant. Tenant hereby offers to lease from City the premises situated in the City of Black Hawk, County of Gilpin, State of Colorado, and more particularly described as described as 357 Gregory Street, Black Hawk, Colorado 80422, (aka The Norton House) (Approx. 2,052 Rentable Square Feet) (the "Premises") upon the following TERMS and CONDITIONS:

1. **Term; Renewal; Rent; Termination.**

A. Term. City demises the above Premises for an initial term commencing on November 23, 2021, and expiring on December 31, 2024.

B. Renewal. Provided that Tenant is not in default of any terms or conditions of this Lease, Tenant and City agree to initiate renewal negotiations within the final sixty (60) days of the Lease.

C. Rent. Subject to the provisions of subsection D. of this Section 2, Tenant shall pay rent to City in the amount of One Thousand and Twenty-Six dollars (\$1,026.00) per month for the first twelve months of this lease in advance on the first day of each month for that month's rental, during the term of this lease. Tenant shall upon execution of this Agreement pay an amount equal to the first month's rent, which shall constitute payment for the aforesaid first month's rent. The total amount of the first month's prorated rent shall be Twenty-Four Dollars (\$24.00), which total amount takes into account the application of the rent credit set forth in subsection D of this Section below. All rental payments shall be made to City, at the address of P.O. Box 68, Black Hawk, Colorado 80422, or such other location or in such other manner as may be mutually agreed upon by the Parties. Tenant shall also pay any possessory taxes which may be assessed against the Premises pursuant to Section 17 of this Lease. Commencing on the one-year anniversary of this lease and on each annual anniversary thereafter during the lease term, the rent shall be adjusted to include the most recent annual Denver-Aurora-Lakewood Consumer Price Index for All Urban Consumers.

D. Rent Credit. The Tenant shall be entitled to a credit towards the monthly lease payment in an amount equal to Nine Hundred and Thirty-Six Dollars (\$936.00). This credit is for the disruption and inconveniences anticipated along Gregory Plaza during the initial lease term. Commencing on the one-year anniversary of this lease and on each annual anniversary thereafter during the initial lease term, the rent credit shall be increased by an amount equal to the Consumer Price Index adjustment pursuant to Section 1.C. After application of the Rent Credit, the actual monthly rent will be \$90.00 for the duration of the initial lease.

E. Damage Deposit. Tenant shall upon execution of this Lease provide a deposit in the amount of Five Hundred Dollars (\$500.00) as security against damage to the Premises, normal wear and tear excepted.

F. Termination. City and Tenant may terminate this Lease upon ninety (90) days written notice with cause or at any earlier time upon mutual agreement between both parties.

Tenant may terminate this lease at any time without cause by providing City with one hundred twenty (120) days' advance written notice.

G. Holding Over. If Tenant remains in possession of all or any part of the Premises after the expiration of the term hereof, with or without the express or implied consent of the City, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case, this Lease and such month-to-month tenancy shall be subject to every other term, covenant, and agreement contained herein. A hold over monthly rental payment of the most recent monthly rent plus the current annual Denver-Aurora-Lakewood Consumer Price Index for All Urban Consumers shall be paid by Tenant to the City in advance on the first (1st) day of each calendar month in which the hold over continues.

H. Build-Out Allowance. The Tenant is entitled to and the City shall pay Tenant improvements in the form of a Build-Out Allowance in an amount not to exceed Eight Thousand Nine Hundred and Eighty-Four Dollars (\$8,984.00). Specific Tenant improvements and eligibility for the allowance will be approved by the City in advance. Additionally, improvements must be completed by November 30, 2023. Building Permits must be obtained and work must be performed by Licensed Contractors, when applicable. All improvements covered by this allowance are the property of the City and will remain on the premise at the conclusion of the lease.

2. Use.

A. Use as a Retail Store. Tenant shall use and occupy the Premises for a retail establishment and other associated permitted activities. Tenant further covenants and agrees that the use of the Premises shall be at all times in accordance with applicable zoning regulations of the City. Moreover, the Parties hereto acknowledge and agree that the Premises do not include any parking spaces for the exclusive use of the Tenant. Tenant shall not use the Premises for the purposes of storing, manufacturing or selling any explosives, flammables, or other inherently dangerous substance, chemical, thing, or device

B. Standards of Operation. It is the expectation of the City that the Tenant have the building open to walk-up foot traffic during set retail hours for the majority of the week, with the goal of having overlapping hours with the other tenants of Gregory Plaza where possible. Tenant may reasonably modify hours and days based on the flow of traffic and discoveries made in year one.

Year One: 01/01/2022-12/31/2022: The goal in year one will be to build brand visibility and build foot traffic to the Gregory Plaza. The space will be open for foot traffic during set retail hours (Friday-Sunday Noon-6pm), also when artisans are in the space. We will communicate open hours via social media/website. By May 2022 the goal will be to have regular retail hours Thursday-Monday at a minimum of 4 hours a day during peak times and 6 hours on weekends. Winter of 2022 we will have increased services during the week (closed to foot traffic, by appointment only) and have retail hours Friday-Monday for 5 hours a day.

Year Two: 01/01/2023- 12/31/2023: The goal of year two will be to build a more extensive event plan on the plaza to extend the target market and increase traffic. In year two I plan to

be open daily during peak season, with a closed day in the slower seasons. We will have dedicated store hours that are outside of peak retail hours. Peak Retail Hours will be decided based on the flow of traffic and discoveries made in year one.

Year Three: 01/01/2024-12/31/2024: The goal of year three will be to start building a profit and following. We will be open daily during peak season with the goal of being open daily year-round, still having the option to be closed on an off day. We will have dedicated store hours that are outside of peak retail hours. Peak Retail Hours will be decided based on the flow of traffic and discoveries made in prior years.

3. **Care and Maintenance of Premises.** Tenant acknowledges that the Premises are in good order and repair, unless otherwise indicated herein. Tenant shall, at his own expense and at all times, maintain the Premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations, and any other system or equipment upon the Premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for all repairs required, excepting the heating & cooling systems, water heater, roof, exterior walls, and structural foundations, which shall be maintained by City.

4. **Tenant Improvements and Alterations.**

A. Tenant Improvements. The Premises shall be delivered as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference.

B. Suitability. As of the date of the execution of this Lease, Tenant has inspected the physical condition of the Premises and has received the same in "as is" condition. THE CITY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CONDITION OR STATE OF THE PREMISES OR ITS FITNESS OR AVAILABILITY FOR ANY PARTICULAR USE, AND THE CITY SHALL NOT BE LIABLE TO TENANT FOR ANY LATENT OR PATENT DEFECT THEREON. Tenant may use said Premises for the uses specified in this Lease, so long as such uses conform with zoning and use restrictions of all authorities affecting the Premises, and Tenant will not do, or permit to be done, any action or thing which is contrary to any legal or insurable requirement, or which constitutes a public or private nuisance or waste.

C. Alterations. Tenant shall not, without first obtaining the written consent of City, which shall not be unreasonably withheld, make any alterations, additions, or improvements, in, to, or about the Premises. Tenant shall not suffer nor permit any mechanic's liens or public works claims to be filed against the Premises by reason of work, labor, service or materials supplied or claimed to have been supplied to Tenant as a result of an agreement with, or the assent of Tenant. Nothing in this Lease shall be construed as constituting the consent or request of City, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration, or repair of or to the Premises or any part thereof. Nothing in this Lease shall be construed as giving Tenant any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any

mechanic's liens or public works claims against City's interest in the Premises. If any such mechanic's lien or public works claims shall at any time be filed against the Premises, Tenant shall cause the same to be discharged of record within thirty (30) days after the date Tenant has knowledge of such filing. If Tenant shall fail to discharge such mechanic's lien or public works claims within such period, then, in addition to any other right or remedy of City, City may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien. However, Tenant shall not be required to pay or discharge any such mechanic's lien or public works claims so long as Tenant shall in good faith proceed to contest the same by appropriate proceedings; provided, however, Tenant shall give notice in writing to City of its intention to contest the validity of such lien and/or claim.

5. **Ordinances and Statutes.** Tenant shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Tenant.

6. **Assignment and Subletting.** Tenant shall not assign this lease or sublet any portion of the Premises without prior written consent of the City. Any such assignment or subletting without consent shall be void and, at the option of the City, may terminate this lease.

7. **Utilities.** The Tenant shall be responsible gas, electric and water services. These utilities will remain in the name of the City and will be charged back to the Tenant on a monthly basis. Tenant shall also be responsible in its own name for telephone/cable/data/internet/satellite service, equipment, and repairs if such services are determined to be necessary by Tenant.

8. **Entry and Inspection.** Tenant shall permit City or City's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit City at any time within sixty (60) days prior to the expiration of this lease, to place upon the Premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the Premises thereafter.

9. **Possession.** If City is unable to deliver possession of the Premises at the commencement hereof, City shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Tenant shall not be liable for any rent until possession is delivered.

10. **Indemnification.** Tenant agrees that City shall not be liable for any damage, either to person or persons or property or the loss of property sustained by Tenant or City or by any other person or persons due to the use of the Premises, due to the happening of any accident, or due to any act or neglect of Tenant, or any occupant of the Premises, or the use or misuse of any instrumentality or agency in or connected with the Premises, or occasioned by any nuisance made or suffered thereon. Tenant agrees to save City harmless thereon and therefrom, and to indemnify City on account thereof.

11. **Insurance.**

A. Tenant (for itself and on behalf of anyone claiming through or under it by way of subrogation or otherwise) hereby waives any rights it may have against City, City's servants, agents, and employees, on account of any loss or damage occasioned to Tenant, as the case may

be, its respective property, the Premises or its contents, the common areas, parking lots, and sidewalks located adjacent to the Premises or to the other improvements of the Premises arising from any risk and to the extent covered by fire and extended coverage insurance, provided that such waiver does not invalidate such policies or prohibit recovery thereunder.

B. Tenant further covenants and agrees that from the date hereof Tenant will procure and maintain throughout the term, at its sole cost and expense, the following types of insurance in the amounts specified and, in the form, hereinafter provided:

i. Comprehensive broad form general public liability insurance protecting the Premises and Tenant's use thereof against claims for personal injury and death occurring upon, in or about the Premises, such insurance to afford protection to the **limit of not less than two million dollars (\$2,000,000)** combined single limit. The insurance coverage required under this subsection B shall, in addition, extend to any liability of Tenant arising out of the indemnities provided for in Section 10.

ii. Workers' compensation insurance covering all persons employed for such work.

iii. Fire and extended coverage Renter's Insurance covering the Premises for injury or damage by the elements, or through any other cause, and all alterations, extensions, and improvements thereto and on the Premises and replacements thereof, including all appurtenances, whether on the Premises or extending beyond the boundaries thereof, against loss or damage by fire and the risks contemplated within the extended and malicious mischief (as such endorsements may customarily be written in Colorado from time to time), in an amount not less than the full actual replacement cost of the Premises, common areas, and appurtenances, and sufficient to prevent City or Tenant from becoming a co-insurer of any partial loss and the applicable provisions of the policies, and specifically including the Tenant's contents.

iv. Business interruption insurance and/or loss of "rental value" insurance.

v. During the course of any construction or repair of improvements on the Premises initiated by Tenant, Tenant shall provide "Builders Risk Insurance" or an Installation Floater

C. All policies or insurance provided for in this Section 11 shall be issued by solvent and responsible insurance companies licensed to do business in the State of Colorado with a general policy holder's rating of not less than "A" and a financial rating of "AAA", as rated in the most current available "Bests" Insurance Reports, and qualified to write such policies in the State of Colorado. Each policy shall be issued in the names of City and Tenant, and their designees. Said policies shall be for the mutual and joint benefit and protection of City and Tenant and such policy of insurance, or a certificate thereof, shall be delivered to each of City and any such other parties in interest prior to the commencement of the term and thereafter within thirty (30) days prior to the expiration of each policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent.

All such policies of insurance shall contain provisions that (a) the company writing said policy will give to City and such other parties in interest at least thirty (30) days' notice in writing in advance of any cancellations or lapses, or the effective date of any reduction in the amounts of insurance; and (b) the insurer waives the right of subrogation against City and against City's agents and representatives. All such public liability, property damage, and other casualty policies shall be written as primary policies which do not contribute to and are not in excess of coverage which City may carry. All such public liability and property damage policies shall contain a provision that City and any such other parties in interest, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents, and employees by reason of the negligence of Tenant. Tenant's failure to provide and keep in force any of the insurance policies required hereunder shall be regarded as a material default hereunder, entitling City to exercise any or all of the remedies provided in this Lease in the event of Tenant's default.

D. The placement of any insurance by Tenant shall not be construed as any waiver or modification of City's rights under the Colorado Governmental Immunity Act.

12. **Eminent Domain.** If the Premises or any part thereof or any estate therein, or any other part of the building materially affecting Tenant's use of the Premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Tenant. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Tenant may file a claim for any taking of fixtures and improvements owned by Tenant, and for moving expenses.

13. **Destruction of Premises.** In the event of a partial destruction of the Premises during the term hereof, from any cause, City shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Tenant shall be entitled to a proportionate reduction of rent, beginning with the date of the partial destruction, while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Tenant on the Premises. If such repairs cannot be made within said sixty (60) days, City, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated beginning with the date of the partial destruction, and in the event that City shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised Premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, City may elect to terminate this lease whether the demised Premises be injured or not. A total destruction of the building in which the Premises may be situated shall terminate this lease.

14. **Guaranty of Lease.** The undersigned does hereby personally guarantee to City and to its successors or assigns the prompt payment of all amounts due from Tenant to City under this Lease. To guaranty such performance, Tenant shall provide upon approval of this Lease the amount of Two Thousand Five Hundred Dollars (\$2,500.00) as a personal guaranty. Such personal guaranty shall only be utilized by the City in the event Tenant terminates the Lease without the one hundred twenty (120) days' notice required by Section 2. subsection F of this Lease. So long

as Tenant remains in compliance with the terms of the Lease as it relates to notice of termination, said personal guaranty shall be returned to Tenant at the termination of the Lease, without any interest accruing thereon.

15. **Inspection of Records.** City shall have the right, upon reasonable notice to inspect the records of Tenant, including the financial records of Tenant so long as said inspection is reasonably related to a business or municipal purpose of the City pursuant to the terms of this Lease.

16. **City's Remedies on Default.** If Tenant defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, City may give Tenant notice of such default and if Tenant does not cure any such default within thirty (30) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Tenant does not commence such curing within thirty (30) days and thereafter proceed with reasonable diligence, in good faith to cure such default), then City may terminate this lease on no less than fifteen (15) days' notice to Tenant. On the date specified in such notice the term of this lease shall terminate, and Tenant shall then quit and surrender the Premises to City, without extinguishing Tenant's liability. If this lease shall have been so terminated by City, City may at any time thereafter resume possession of the Premises by any lawful means and remove Tenant or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

17. **Taxes.**

A. **Real Property Taxes.** Tenant shall pay all real property taxes, general, and special assessments ("real property taxes"), levied and assessed against the Premises.

B. **Tax Increase.** In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Tenant shall pay to City upon presentation of paid tax bills an amount equal to one hundred percent (100 %) of the increase in taxes upon the land and building in which the leased Premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Tenant shall be proportionate to the portion of the lease term included in such year.

18. **Rules and Regulations.** Tenant agrees that at all times during the term of this Lease, it shall at its own cost and expense:

A. Keep the Premises, common areas, parking lots and sidewalks located adjacent to the Premises in good, neat, and clean condition.

B. Not park trucks or delivery vehicles outside the Premises so as to unreasonably interfere with the use of any driveways, walks, roadways, highways, streets, malls, or parking areas.

C. Keep the Premises clean and free from refuse, rubbish, and dirt at all times; and store all trash, rubbish, and garbage within the Premises in the areas set aside therefor.

D. Obtain and maintain in effect all permits and licenses necessary for the operation of Tenant's business as herein provided.

E. Keep the outside area immediately adjoining the Premises, including the courtyard, patio and rear stairs, more particularly described in Exhibit B and highlighted in yellow, attached hereto and incorporated herein by this reference, reasonably clean and free from snow, ice, dirt, and rubbish, and keep that area free from any obstruction or merchandise.

F. All contractors of Tenant shall fully comply with the Occupational Safety and Health Act of 1970 (Chapter XVII, Title XIX of the United States Code) (OSHA) of applicable state statute adopted pursuant to OSHA. It shall be Tenant's obligation to ensure that its contractors fully comply with the provisions and standards as contained in such Act.

G. Abide by all parking regulations along Gregory Street. This includes the Tenant and its agents. Specifically, the Tenant agrees not to parking in Level 1 or Level 2 of the St. Charles Carriage House Parking Garage. It is the intention of the City to provide employee parking on Level 3 of the St. Charles Carriage House Parking Garage. However, the City retains the right to move employee parking to another location at its sole discretion.

19. **Attorney's Fees.** In case suit should be brought for recovery of the Premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, the City shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

20. **Waiver.** No failure of City to enforce any term hereof shall be deemed to be a waiver.

21. **Notices.** All notices, demands and requests required to be given by either party to the other shall be in writing. All notices, demands and requests shall either be hand-delivered or shall be sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the parties at the addresses set forth below, or at such other addresses as the parties may designate in writing delivered pursuant to the provisions hereof. Any notice when given as provided herein shall be deemed to have been delivered on the date personally served, or two (2) days subsequent to the date that said notice was deposited with the United States Postal Service.

To Lessor: City of Black Hawk
Attn: Lance Hillis, Finance Director
P.O. Box 68
Black Hawk, CO 80422

To Lessee: Basin & Bend, PBC
Attn: Erik S. Myhre
Post Office Box 747
Black Hawk, CO 80422

22. **Assigns, Successors.** This lease is binding upon and inures to the benefit of the assigns and successors in interest to the parties.

23. **Subordination.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

23. **Radon Gas Disclosure.** As required by law, the City makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in the City of Black Hawk. Additional information regarding radon and radon testing may be obtained from the Gilpin County Health Department.

24. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Signed this _____ day of _____, 20__.

CITY OF BLACK HAWK, COLORADO

By: _____
David. D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

BASIN & BEND, PBC

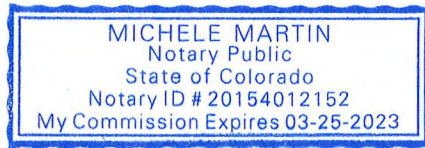
By: _____
Erik S. Myhre, Owner

STATE OF COLORADO)
) ss.
COUNTY OF Gilpin)

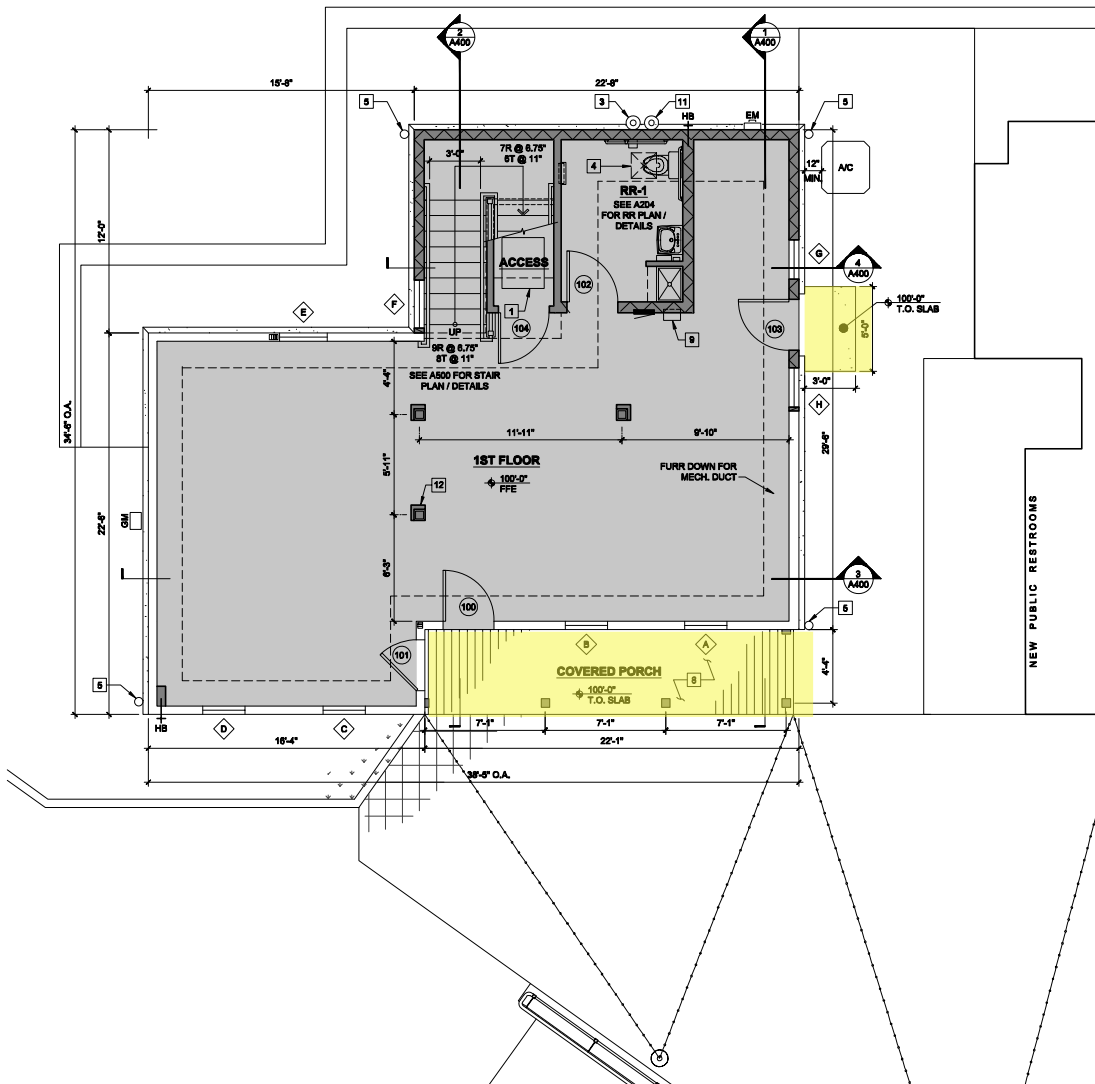
Subscribed and sworn to before me this 22 day of November, 2021, by Erik S. Myhre as Owner of Basin & Bend, PBC.

My Commission expires: 3/25/2023

[S E A L]



Michele Martin
Notary Public



LEGEND

- (E) FRAME WALL
- ▨ (N) 2x4 FRAME WALL
- ▩ (N) 2x6 FRAME WALL
- ▧ (N) CONC. FOUNDATION W/ RAISED CONC. CURB
- (E) FLOOR AREA
- (N) FLOOR AREA

FINISH NOTES:

- ALL INTERIOR FINISHES ARE TO BE CLASS A FINISHES WITH FLAME SPREAD OF 0-20, SMOKE DEVELOPED 0-40, AND SHALL COMPLY WITH 2015 INTERNATIONAL BUILDING CODE CHAPTER 8 REQUIREMENTS.

FLOOR PLAN - GENERAL NOTES:

- LEVEL FLOOR FRAMING, RE: STRUCT.
- FINISHED FLOOR 100'-0" = 5/12.54 USOS
- ALL SHADED WALLS ARE NEW, SEE SYSTEM NOTES ON SHEET A400 FOR CONSTRUCTION.
- CONC. AND MASONRY DIMENSIONS ARE TO FACE OF CONC. OR MASONRY. WOOD STUD CONSTRUCTION IS DIMENSIONED TO FACE OF FINISHED MATERIAL, U.N.O.
- ANY THROUGH OR MEMBRANE PENETRATION OF FIRE-RESISTIVE CONSTRUCTION TO COMPLY WITH 2015 IBC SECTION 714, TESTED AND LISTED ASSEMBLIES TO BE PROVIDED TO FIELD INSPECTOR.

FLOOR PLAN - KEYNOTES:

- 30x36 CRAWL SPACE ACCESS RE: S/A800.
- 24x36 ATTIC ACCESS RE: 10/A404.
- RADON EXHAUST FAN, RE: MECH. PROVIDE SLEEVE AT FOUNDATION WALL.
- FLUES AND DUCTS, RE: MECH.
- DOWNSPOUT TO UNDERGROUND DRAIN.
- NOT USED.
- 42" HT WOOD GUARDRAIL RE: S/A800.
- DECORATIVE CONCRETE SUPPORTED BY HOUSE FOUNDATION.
- RECESSED FIRE EXTINGUISHER CABINET, TOP OF CABINET @ 4'-6" AFF. RE: S/A404.
- 42" HT. EXT. WOOD GUARDRAIL.
- CRAWL SPACE EXHAUST FAN, RE: MECH. PROVIDE SLEEVE AT FOUNDATION WALL.
- WRAP COLUMNS IN (2) LAYERS GYP.BD. SEE FIRE RESISTIVE COLUMN DETAILS SHEET A405.

BUILDING SQUARE FOOTAGE

FIRST FLOOR:	1,026 SF
SECOND FLOOR:	1,026 SF
TOTAL:	2,052 SF

5	11/15/19	CONSTRUCTION "YELLOW SET"
4	10/18/19	CONSTRUCTION SET PERMIT REVIEW RESPONSES
3	09/23/19	CONSTRUCTION SET
2	05/13/19	PERMIT SUBMISSION
1	03/07/19	CD SUBMISSION
NO.	DATE	REVISION
PEH ARCHITECTS 1720 14th Street Suite 100 Boulder, CO 80302 303-442-0408		
NORTON HOUSE GREGORY STREET PLAZA 351 Gregory Street Black Hawk, CO, 80422		
SHEET TITLE FLOOR PLANS		
PROJECT:	2018.30	SHEET NUMBER
DATE:	11/05/19	A202
DRAWN BY:	LCH	
CHECKED BY:	PEH	

1 FIRST FLOOR PLAN
1/4" = 1'-0"



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

December 6, 2021

City of Black Hawk
PO BOX 68
BLACK HAWK CO 80422-0068

Account Information:



Contact Us

Business Service Center

Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)

Phone: (866) 467-8730

Fax: (888) 443-6112

Email: agency.services@thehartford.com

Website: <https://business.thehartford.com>

Policy Holder Details :	Basin and Bend Public Benefit Corp
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Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/06/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BUCKNER COMPANY OF CO LLC/PHS 34340783 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730 FAX (888) 443-6112 (A/C, No, Ext): E-MAIL ADDRESS: <div style="text-align: right;">INSURER(S) AFFORDING COVERAGE NAIC#</div>
INSURED Basin and Bend Public Benefit Corp 357 Gregory St Black Hawk CO 80422	INSURER A : Hartford Underwriters Insurance Company 30104 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	X	X	34 SBA AP1V5T	12/01/2021	12/01/2022	EACH OCCURRENCE \$1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$2,000,000
	OTHER:						
A	AUTOMOBILE LIABILITY			34 SBA AP1V5T	12/01/2021	12/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	ANY AUTO						BODILY INJURY (Per person)
	ALL OWNED AUTOS						BODILY INJURY (Per accident)
	HIRE AUTOS						PROPERTY DAMAGE (Per accident)
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE
	OCCUR CLAIMS-MADE						AGGREGATE
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE -EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT
A	Data Breach - Defense & Liab Covg			34 SBA AP1V5T	12/01/2021	12/01/2022	Limit \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

City of Black Hawk
PO BOX 68
BLACK HAWK CO 80422-0068

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY BUCKNER COMPANY OF CO LLC/PHS		NAMED INSURED BASIN AND BEND PUBLIC BENEFIT CORP 357 GREGORY ST BLACK HAWK CO 80422
POLICY NUMBER SEE ACORD 25		
CARRIER SEE ACORD 25	NAIC CODE	EFFECTIVE DATE: SEE ACORD 25

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM****FORM NUMBER:** ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Notice of Cancellation will be provided in accordance with Form SL9013, attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SL 00 00, attached to this policy. Coverage is primary and noncontributory per the Business Liability Coverage Form SL 00 00, attached to this policy. The Business Liability Coverage Part includes a Blanket Additional Insured By Contract Endorsement, Form SL 30 32.

RESOLUTION 94-2021
A RESOLUTION
APPROVING THE CITY OF
BLACK HAWK FEE
SCHEDULE, AS AMENDED

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 94-2021

TITLE: A RESOLUTION APPROVING THE CITY OF BLACK HAWK FEE SCHEDULE, AS AMENDED

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. The City of Black Hawk Fee Schedule, as amended, attached hereto as **Exhibit A**, is hereby approved.

RESOLVED AND PASSED this 8th day of December, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

EXHIBIT A
AMENDED FEE SCHEDULE

2021 City of Black Hawk Fee Schedule (amended 9/23/21)

Business/Sales Tax License		
Business License-New & Renewal	\$50.00	
Gaming License Related Fees		
Transportation Device Fee	\$40.80	per device/per year
Ambulance Fee (Silver Dollar Metro District Devices Excluded)	\$2.50	per device/per month
General Device Fee (except live table games)	\$1,050.00	per device/per year
General Device Fee on Table Games with Live Dealers	\$4,200.00	per device/per year
Liquor License		
Application Fee - new license	\$1,000.00	
Retail Liquor Store	\$22.50	
Liquor-licensed Drugstore	\$22.50	
Beer and Wine	\$48.75	
Hotel and Restaurant	\$75.00	
Tavern	\$75.00	
Optional Premises	\$75.00	
Club	\$41.25	
Retail Gaming Tavern	\$75.00	
Brew Pub	\$75.00	
Arts	\$41.25	
Racetrack	\$75.00	
Distillery Pub	\$75.00	
Lodging & Entertainment	\$75.00	
Vitner's Restaurant	\$75.00	
Fermented Malt Beverage On Premises	\$3.75	
Fermented Malt Beverage Off Premises	\$3.75	
Fermented Malt Beverage On/Off Premises	\$3.75	
Art Gallery Permit	\$3.75	
Bed & Breakfast Permit	\$3.75	
Mini Bar Permit w/Hotel Restaurant License	\$48.75	
Annual Renewal Application Fee	\$100.00	
Late Renewal	\$500.00	
Special Event Liquor Permit	\$100.00	
Fingerprint Analysis (credit card payment through Idemia)	\$48.50	each analysis (\$38.50 + \$10 vendor service fee)

2021 City of Black Hawk Fee Schedule (amended 9/23/21)

Corp/LLC Change (per person)	\$100.00	
Change of Location	\$750.00	
Change of Manager (H&R, Tavern, L&E, and Campus Liquor Complex)	\$75.00	
Promotional Association Certification Application	\$100.00	
Attachment of a Licensed Premise	\$100.00	
Annual Renewal	\$100.00	
Lodging License		
Lodging License	\$100.00	
Short-Term Rental License	\$100.00	
Retail Marijuana License		
Initial Operating Fee	\$2,500.00	
Annual Renewal and Operating Fee	\$1,500.00	
late renewal	\$500.00	
Transaction Fee	\$2.00	
Change in Corporate Officers, Directors, or Manager	\$100.00	
Fingerprint Analysis (credit card payment through Idemia)	\$48.50	each analysis (\$38.50 + \$10 vendor service fee)
Escort Services License		
Application Fee	\$300.00	
Application Investigation Fee (Police Department)	\$250.00	
Renewal Fee	\$200.00	
Pawnbrokers Business License		
Application Fee	\$2,200.00	
Renewal Fee	\$5.00	
Investigation and Processing Fee	\$200.00	
Sexually Oriented Business License		
Application Fee	\$750.00	
Renewal Fee	\$1,000.00	
Transfer of Ownership	\$200.00	
Manager's License	\$250.00	
Misc. Licenses/Permits		
Dog License Annual Fee (Males & spayed females)	\$3.00	
Dog License Annual Fee (Unspayed females)	\$5.00	
Newsrack Permit	\$0.00	

2021 City of Black Hawk Fee Schedule (amended 9/23/21)

Public Assembly Permit (for profit organizations)	\$100.00	
Recreational Vehicle and Equipment Permit	\$0.00	
Mobile Auto Repair Permit and Annual Renewal	\$25.00	
Street Vendor Conditional Use Permit	\$100.00	for 6 months for each vehicle used
Shuttle Owner/Operator Registration and Annual Renewal	\$100.00	
Private Social Club Permit	\$100.00	
Solicitation		
Permit Fee	\$100.00	
Renewal Fee	\$50.00	
Fingerprint Fee/Background Check (credit card payment through Idemia)	\$26.50	each analysis (\$16.50 + \$10 vendor service fee)
Identification Badge	\$25.00	
Replacement Identification Badge	\$25.00	
Special Event Fees		
First day	\$50.00	
Each additional day	\$30.00	
Bicycle Event Permit	\$100.00	
Franchise Fees		
Cable Television Franchise Fee		
New Application	per contract	
Transfer	per contract	
Gas and Electric Franchise	3%	of all received revenues
Transfer	per contract	
Dory Hill Cemetery		
Plot Fee	\$50.00	
Burial Fee - Casket	\$400.00	
Burial Fee - Cremated Remains	\$150.00	
Miscellaneous		
Code Books	online	
Open Records Request Research Fee	\$33.58	after first hour/per hour
Copies made	\$0.25	page
Public Hearing Notice Publication Fee	Actual Cost	plus 15% City Administration Fee
Reference: Black Hawk Municipal Code - Article XVII - Application Procedures and Submittal Requirements - Section 16-370 - Fees		

2021 City of Black Hawk Fee Schedule (amended 9/23/21)

Building Fees		
Building Fees cover the cost of an initial Plan Review, one (1) round of response comments and primary inspections for Building, Plumbing, Mechanical, Electrical, and Structural. A reinspection fee is invoiced separately.		
Public Improvement Plan Review and Inspection fees are NOT collected with the Building Fee. These fees are invoiced separately using the Land Use fee schedule.		
Building Permit Fees Based on Total Valuation		
\$1.00 to \$500	\$23.50	
\$501 to \$2,000	\$23.50	for 1st \$500 plus \$3.05 for each additional \$100, or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$69.25	for the 1st \$2,000 plus \$14.00 for each additional \$1,000, or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$391.25	for the 1st \$25,000 plus \$10.10 for each additional \$1,000, or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$643.75	for the 1st \$50,000 plus \$7.00 for each additional \$1,000, or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$993.75	for the 1st \$100,000 plus \$5.60 for each additional \$1,000, or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$3,233.75	for the 1st \$500,000 plus \$4.75 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$5,608.75	for the 1st \$1,000,000 plus \$3.65 for each additional \$1,000, or fraction thereof
Initial Building Plan Review - initial review and one (1) response comments	65%	of the Building Permit fee calculated above
Additional Building Plan Review/Response Comments	\$150.00	an hour plus 15% City Administration Fee
Structural Engineering Review and Consulting Fee (3rd party)	Actual Cost	actual cost plus 15% City Administration Fee. City reserves the right to have a 3rd party Structural Engineer perform an independent review. All associated costs above and beyond the standard permit fee shall be incurred and paid by the applicant or property owner.
Building Consulting / Miscellaneous Services	\$150.00	an hour plus 15% City Administration Fee - Includes all services not listed
Inspections Outside of Normal Business Hours 8:00 a.m. - 5:00 p.m., Monday thru Friday	\$200.00	an hour with a four (4) hour minimum plus 15% City Administration Fee
Re-Inspection Fee *Contractor/Homeowner not ready *Contractor/Homeowner not on site *Contractor/Homeowner disregards correction items	\$150.00	an hour for each re-inspection plus 15% City Administration Fee

2021 City of Black Hawk Fee Schedule (amended 9/23/21)

Special Investigation Fee - staring work without a permit.	\$500.00 \$1000.00 \$1500.00	1st Occurrence plus 15% City Administration Fee 2nd Occurrence plus 15% City Administration Fee 3rd Occurrence and each additional Occurrence plus 15% City Administration Fee
Expert Witness / Court Testimony	Actual Cost	plus 15% City Administration Fee
Excavation Permit (commercial and residential alteration or addition)	\$7.00	per cubic yard
CoBH Administration Fee: A CoBH 15% City Administration Fee shall be added to each invoice generated by Finance,		
Electrical Fees		
Electrical Only Plan Review - initial review and one (1) response comments	65%	of the Electrical Permit fee calculated below.
Additional Electrical Plan Review/Response Comments	\$150.00	an hour plus 15% City Administration Fee
Residential Electrical Only Installation: (New, Remodel, Addition) (Round sq. ft. up to next 100 for calculation).		
Residential Installation (Based on enclosed living area only)		
LIVING AREA:		
≤ 1,000 sq. ft.	\$115.00	
1,001 sq. ft. but ≤ 1,500 sq. ft.	\$172.00	
1,501 sq. ft. but ≤ 2,000 sq. ft.	\$230.00	
≥ 2,001 sq. ft. (\$228.00 + (\$10.00) x each additional 100 sq. ft.)	Calculated Fee	
EXAMPLE: (2235 sq. ft.) first 2000 sq. ft. = \$228 + (300 (235 rounded up to next 100) x \$10.00) = \$258.00		
Commercial and other fees: Including some residential installations that are not based on square footage (not living area, i.e., garage, shop, etc.) Fees in this section are calculated from the total cost to customer (contract price), including electrical materials, items and labor - whether provided by the contractor or the property owner.		
Valuation of Installation (Based on cost to customer of labor, material and items)		
≤ \$2,000 = \$113.00 (base fee)	\$115.00	

2021 City of Black Hawk Fee Schedule (amended 9/23/21)

≥ \$2,001 add \$10.00 per thousand of job valuation (always round up the next \$1000) to the Base Fee (\$113.00)	Calculated Fee	
EXAMPLE: The cost of the installation is \$5,150 (round up to \$6,000) (6 x \$10 = \$60) The base fee (shown above): \$113 + (6 x \$10.00) \$60 = \$173.00 Total Fee		
Mobile/Modular/Manufactured Home Set (per unit)	\$115.00	
Temporary Heat Release	\$115.00	
Temporary Electrical Meter	\$115.00	
Solar Permit Fees - Residential or Commercial Fees are calculated from the total cost to customer (contract price), including materials, items and labor - whether provided by the contractor or the property owner.		
Valuation of Installation (Based on cost to customer of labor, material and items)		
Not more than \$2000 (Base Fee)	\$115.00	
≥ \$2,001 add \$113.00 + \$10.00 per thousand of total job valuation (always round up the next \$1000)	Calculated Fee	
EXAMPLE: The valuation if \$5,150 (round up to \$6,000) the base fee as shown above; \$113.00 + (6x(\$10.00)) = \$173.00 total fee*		
Senate Bill 17-179 placed a cap on solar permit fees of: \$500.00 for residential installation and; \$1,000 for commercial installations. Caps on the permit fee are a combination of the solar (DC) installers permit are a combination of the solar (DC) installers permit and the electrical (AC) permit. Whichever one is issued first, the total fee for the second permit combine with the fee for the first permit cannot exceed the cap fees shown above.		
Special Investigation Fee - staring work without a permit.	\$500.00 \$1000.00 \$1500.00	1st Occurrence plus 15% City Administration Fee 2nd Occurrence plus 15% City Administration Fee 3rd Occurrence and Each Additional Occurrence plus 15% City Administration Fee
Expert Witness / Court Testimony	Actual Cost	plus 15% City Administration Fee

2021 City of Black Hawk Fee Schedule (amended 9/23/21)

Re-Inspection Fee: *Contractor/Homeowner not ready *Contractor/Homeowner not on site *Contractor/Homeowner disregards correction items A re-inspection fee may be assessed when additional inspections are required when the job is not ready for inspection (if 5 or more correction items are cited), access is not provided, violations from the last inspection are not completed, etc.	\$150.00	an hour for each re-inspection plus 15% City Administration Fee
1. Ensure that the work is completed within the time limitation of the permit. 2. Install electrical according to the currently adopted edition of the Colorado electrical Code (NEC). 3. Request an electrical inspection <i>prior</i> to covering and a final inspection <i>prior</i> to occupancy. 4. Temporary construction meters require a separate permit application from any other activity.		
CoBH Administration Fee: A CoBH 15% City Administration Fee shall be added to each invoice generated by Finance.		
Conveyance Consulting Services		
Compliance Training	\$155/per hour	Help owners/managers/maintenance understand their part in keeping units code compliant, plus 15% City Administration Fee.
Contract Review	\$780/per unit	Review current contract and help in writing new contracts, plus 15% City Administration Fee.
Conveyance Operation Training	\$155/per hour	Provides owners/managers/maintenance personnel with knowledge of all operations of chosen conveyances, plus 15% City Administration Fee.
Capitol Plans	\$840/per unit	Review of conveyance with plan for future improvements and necessary repairs. Includes performance review, plus 15% City Administration Fee.
Maintenance Evaluation < 10 Traction	\$525/per unit	Provide a detailed evaluation of maintenance performed along with code items in a professional report, plus 15% City Administration Fee.
Maintenance Evaluation \geq 10 Traction	\$420/per unit	Provide a detailed evaluation of maintenance performed along with code items in a professional report, plus 15% City Administration Fee.
Maintenance Evaluation < 10 Hydraulic	\$455/per unit	Provide a detailed evaluation of maintenance performed along with code items in a professional report, plus 15% City Administration Fee.

2021 City of Black Hawk Fee Schedule (amended 9/23/21)

Maintenance Evaluation ≥ 10 Hydraulic	\$360/per unit	Provide a detailed evaluation of maintenance performed along with code items in a professional report, plus 15% City Administration Fee.
Miscellaneous Services	\$155/per hour	Includes all miscellaneous services not listed, plus 15% City Administration Fee.
Providing operator to run conveyance	\$155/per hour	If necessary to perform work in hoistway, an operator can be provided that qualifies under state statute, plus 15% City Administration Fee.
Required Presence	\$155/per hour	Any necessary request for our presence i.e. meetings, etc. Travel time not included, plus 15% City Administration Fee.
Consultant Administration Fee: A fee that covers administrative costs such as inspection scheduling, inspection resulting, and recordkeeping not handled by the CoBH.	\$50.00/hour	Plus 15% City Administration Fee.
CoBH Administration Fee: A CoBH 15% City Administration Fee shall be added to each invoice generated by Finance.		
CONVEYANCE INSPECTION SERVICES		
Dormant Elevator	\$155/per unit	Plus 15% City Administration Fee.
Dumbwaiter Periodic	\$155/per unit	Plus 15% City Administration Fee.
Dumbwaiter/Lift Acceptance	\$355/per unit	Plus 15% City Administration Fee.
Escalator Annual	\$675/per unit	Colorado - Category 5 test annual, plus 15% City Administration Fee.
Escalator Acceptance	\$700/per unit	Plus 15% City Administration Fee.
Hydraulic Periodic	\$155/per unit	1-1.5 hours, plus 15% City Administration Fee.
Hydraulic Roped Periodic	\$210/per unit	1.5-2 hours, plus 15% City Administration Fee.
Hydraulic 5 Year	\$210/per unit	2 hours, Witnessed annual safety test, plus 15% City Administration Fee.
Hydraulic Roped 5 Year	\$375/per unit	3 hours, Witnessed annual safety test, plus 15% City Administration Fee.
Hydraulic Acceptance	\$525/per unit	Plus 15% City Administration Fee.
Lift Periodic(platform, chair, etc.)	\$155/per unit	All lifts other than those described in the Conveyance Section, plus 15% City Administration Fee.
Remove Conveyance From Service	\$155/per unit	Plus 15% City Administration Fee.
Traction Periodic	\$210/per unit	1.5-2 hours, plus 15% City Administration Fee.
Traction 5 Year	\$520/per unit	4 hours, Witnessed safety test with weights, plus 15% City Administration Fee.
Traction Acceptance	\$525/per unit	Plus 15% City Administration Fee.
Temporary Certificate of Operation (TCO) 1st - 60 days	\$155/per unit	60 day follow-up, plus 15% City Administration Fee.
Temporary Certificate of Operation (TCO) 2nd - 30 days	\$310/per unit	30 day follow-up, plus 15% City Administration Fee.

2021 City of Black Hawk Fee Schedule (amended 9/23/21)

Temporary Certificate of Operation (TCO) 3rd - Shutdown Conveyance	\$310/per unit	Conveyance is removed from service if violations on 2nd TCO are unresolved, plus 15% City Administration Fee.
CONVEYANCE MISCELLANEOUS SERVICES		
Conveyance Incident Investigation	\$135/per hour	Incident investigation, plus 15% City Administration Fee.
Consulting / Miscellaneous Services	\$155/per hour	Plus 15% City Administration Fee.
Development Review Committee (DRC) Meeting Attendance	No Charge	
Expert Witness / Court Testimony	Actual Cost	Plus 15% City Administration Fee.
Inspections Outside of Normal Business Hours	Initial Per Unit Fee	Four (4) hour minimum, plus 15% City Administration Fee.
Plan Review and Response Comments - Initial	\$475/per unit	Includes initial plan review and initial response comments, plus 15% City Administration Fee.
Plan Review and Response Comments - Additional	\$155/per hour	Includes additional reviews and additional response comments per occurrence, plus 15% City Administration Fee.
Re-Inspection Fee A re-inspection fee is charged in the following instances: 1. The Contractor is not ready 2. The Contractor provides an incorrect address 3. The Contractor is not on site 4. The Contractor does not correct violations	Initial Per Unit Fee	Plus 15% City Administration Fee.
Special Investigation Fee - Starting work without a permit	\$500.00 \$1,000.00 \$1500.00	1st Occurrence plus 15% City Administration Fee; 2nd Occurrence plus 15% City Administration Fee; 3rd Occurrence and Each Additional; Plus 15% City Administration Fee.
Violation Fee - Escalator Annual - 30 days past due	\$800/per unit	Per occurrence, plus 15% City Administration Fee.
Violation Fee - 5-Year Witness Safety Test - 30 days past due	\$800/per unit	Per occurrence, plus 15% City Administration Fee.
Consultant Administration Fee: A fee that covers administrative costs such as inspection scheduling, inspection resulting, and recordkeeping not handled by the CoBH.	\$50.00/hour	Plus 15% City Administration Fee.
CoBH Administration Fee: A CoBH 15% City Administration Fee shall be added to each invoice generated by Finance.		
CONVEYANCE PERMITS		

2021 City of Black Hawk Fee Schedule (amended 9/23/21)

Commercial - Minor Alteration Covers: cab finishes, valve work, power unit install, door operator replacement, re-rope/brake suspension, escalator handrails. Permit Submittal Requirements: a conveyance permit application and manufacture specifications.	\$575/per unit	Plus 15% City Administration Fee.
Commercial - Major Alteration/New Construction/Re-rope Covers: controller, signal fixtures, rotating equipment, drive (multiple components), fire alarm, fire recall. Permit Submittal Requirements: a conveyance permit application with drawings stamped by a design professional licensed in Colorado.	\$865/per unit	Plus 15% City Administration Fee.
Residential Elevator , Platform Lift or Dumbwaiter	\$575/per unit	Plus 15% City Administration Fee.
Consultant Administration Fee: A fee that covers administrative costs such as inspection scheduling, inspection resulting, and recordkeeping not handled by the CoBH. A fee that covers administrative costs such as records management, certificate preparation, or scheduling reinspection's not handled by the CoBH. Initial inspection scheduling by Consultant is not a reimbursable expense.	\$50.00/hour	plus 15% City Administration Fee.
CoBH Administration Fee: A CoBH 15% City Administration Fee shall be added to each invoice generated by Finance.		
Electrical Permit: If an electrical permit is required, the cost shall fall under the Electrical Permit Fee Schedule as adopted by the CoBH.		
Building Permit: If a building permit is also required, the cost shall fall under the Building Permit Fee Schedule as adopted by the CoBH.		
Fire Permit: If a fire permit is also required, the cost shall fall under the Fire Permit Fee Schedule as adopted by the CoBH.		
MISC. Fees		

2021 City of Black Hawk Fee Schedule (amended 9/23/21)

Contractor Registration (However a Business License is required)	\$0.00	
Right-of-Way Use Permit	\$35.00	
Street Cut Permit	\$300.00	for 1 to 100sf and \$2/sf for any additional
State Highway Access Permits		
Level 1	\$50.00	single family residential/agricultural
Level 2	\$100.00	commercial property & those in excess of 20 vehicular trips per day w/o roadway improvements.
Level 3	\$300.00	commercial property requiring roadway improvements.
Historic Landmarking	Consultant Fee	plus 15% City Administration Fee
Development in Flood Hazard Permit	Consultant Fee	plus 15% City Administration Fee
Public Hearing Notice Publication Fee	Actual Cost	plus 15% City Administration Fee
Fire and Police Protection Fee at time of Building Permit		
Multifamily Residential	\$70.00	per occupant/multiply fee x peak period occupant load as per IBC
Commercial	\$14.00	per occupant/multiply fee x peak period occupant load as per IBC
Industrial	\$70.00	per occupant/multiply fee x peak period occupant load as per IBC
Change of Use	Consultant Fee	plus 15% City Administration Fee
Redevelopment	Consultant Fee	plus 15% City Administration Fee
Industrial	Consultant Fee	plus 15% City Administration Fee
Off-site commercial parking space fee (Parking Impact Fee)	\$2,000.00	per space
Inspection Record Card Replacement	\$50.00	per card plus 15% City Administration Fee
CoBH Administration Fee: A CoBH 15% City Administration Fee shall be added to each invoice generated by Finance.		
Reference: Black Hawk Municipal Code - Article XVII - Application Procedures and Submittal Requirements - Section 16-370 - Fees		
Utilities		
Disconnect/Reconnect Fees		
Notice of disconnection due to delinquency or failure to maintain	\$60.00	
Reconnection charge due to delinquency or failure to maintain	\$500.00	
Disconnection/shut off for convenience (>7 days)	\$200.00	
Reconnection charge for convenience (>7 days)	\$500.00	
Commercial Fire Flow Testing		

2021 City of Black Hawk Fee Schedule (amended 9/23/21)

Permit (>48 hours in advance of test)	\$150.00	
Penalty for failure to acquire permit	\$5,000.00	
Sign Permit Fees		
Sign Plan Review (COAC reviews; and Sign Permit reviews)	Consultant Fee	plus 15% City Administration Fee
Sign Permit Application	\$50.00 or included with consultant fee collected for Pre or Formal Application	Additional Sign Plan Review, Sign Building Permit Fees, and Electrical Fees apply and are shall be collected separately with the Pre-Application or Formal Sign Plan Application process, i.e. Certificate of Appropriateness, etc., or with this Sign Building Permit Application if a COAC/Sign Plan is not of Record.
Sign Permit Fees Based on Total Valuation		
\$1.00 to \$500	\$23.50	
\$501 to \$2,000	\$23.50	for 1st \$500 plus \$3.05 for each additional \$100, or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$69.25	for the 1st \$2,000 plus \$14.00 for each additional \$1,000, or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$391.25	for the 1st \$25,000 plus \$10.10 for each additional \$1,000, or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$643.75	for the 1st \$50,000 plus \$7.00 for each additional \$1,000, or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$993.75	for the 1st \$100,000 plus \$5.60 for each additional \$1,000, or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$3,233.75	for the 1st \$500,000 plus \$4.75 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$5,608.75	for the 1st \$1,000,000 plus \$3.65 for each additional \$1,000, or fraction thereof
Special Investigation Fee - starting work without a permit	\$500.00 \$1000.00 \$1500.00	1st Occurrence plus 15% City Administration Fee 2nd Occurrence plus 15% City Administration Fee 3rd Occurrence and Each Additional Occurrence plus 15% City Administration Fee
Expert Witness / Court Testimony	Actual Cost	plus 15% City Administration Fee
Miscellaneous Services	Consultant Fee	plus 15% City Administration Fee - Includes all services not listed
CoBH Administration Fee: A CoBH 15% City Administration Fee shall be added to each invoice generated by Finance.		

2021 City of Black Hawk Fee Schedule (amended 9/23/21)

Electrical Permit: if a electrical permit is required, the cost shall fall under the Electrical Permit Fee Schedule as adopted by the CoBH		
Building Permit: If a building permit is also required, the cost shall fall under the Building Permit Fee Schedule as adopted by the CoBH		
Fire Permit: If a fire permit is also required, the cost shall fall under the Fire Permit Fee Schedule as adopted by the CoBH		
Reference: Black Hawk Municipal Code - Article XVII - Application Procedures and Submittal Requirements - Section 16-370 - Fees		
Land Use Fees		
Pre-Land Use Application Fee & DRC Meetings Deposit	\$350 Non-residential/Commercial buildings less than 1,000 sq. ft. \$550 Non-residential/Commercial buildings between 1,001 sq. ft. – 5,000 sq. ft. \$1,050 Non-residential/Commercial buildings more than 5,000 sq. ft. and all vacant land Consultant Fee	
Formal Land Use Application	Estimated Consultant Fee Deposit Consultant Fee	plus 15% City Administration Fee
Commercial - Land Use Plan Review		
Boundary Line Agreement	Consultant Fee	plus 15% City Administration Fee
Certificate of Appropriateness Certificate of Architectural Compatibility	Consultant Fee	plus 15% City Administration Fee
Civil Engineer Plan Review and Inspections	Consultant Fee	plus 15% City Administration Fee
Disconnection of Property	Consultant Fee	plus 15% City Administration Fee
Planned Unit Development	Consultant Fee	plus 15% City Administration Fee
Site Development Plan	Consultant Fee	plus 15% City Administration Fee
Special Review Use	Consultant Fee	plus 15% City Administration Fee
Subdivisions		
Preliminary Subdivision Processing Fee	Consultant Fee	plus 15% City Administration Fee
Final Subdivision Development Fee	Consultant Fee	plus 15% City Administration Fee
Minor Subdivision	Consultant Fee	plus 15% City Administration Fee
Site Development Commercial Plat	Consultant Fee	plus 15% City Administration Fee
Street Plan and Easement Vacation	Consultant Fee	plus 15% City Administration Fee
Variance	Consultant Fee	plus 15% City Administration Fee

2021 City of Black Hawk Fee Schedule (amended 9/23/21)

Residential Land Use Fees	Reference Ordinance 2017-9 adopted June 14, 2017 and Municipal Code Section 16-370.	No fees for land use associated applications shall be charged or collected if the residence for which the application is made was constructed prior to 1991 and is located with the Historic Residential (HR) Zoning District, and all land use applications are made in accordance with the Municipal Code of the City of Black Hawk, as adopted by City Council. This includes professional and/or consulting service fees. Reference Ordinance 2017-9 and Black Hawk Municipal Code Section 16-370 for additional conditions.
Restaurant Grills and Air Quality Compliance	Consultant Fee	plus 15% City Administration Fee
Recording Fee	Actual Cost	
Temporary Use or Temporary Structure Permits	\$50.00	plus Security Deposit, if applicable.
Water System Development Fees		
Nonresidential, in Gaming District	\$16.00	per square foot
Hotel	\$900.00	per room
Nonresidential, outside of Gaming District	\$8.00	per square foot
Expert Witness / Court Testimony	Actual Cost	plus 15% City Administration Fee
Miscellaneous Services	Consultant Fee	plus 15% City Administration Fee
CoBH Administration Fee: A CoBH 15% City Administration Fee shall be added to each invoice generated by Finance.		
Reference: Black Hawk Municipal Code - Article XVII - Application Procedures and Submittal Requirements - Section 16-370 - Fees		
Police Department Fees		
Sex Offender Registration	\$100.00	initial registration
Renewal	\$50.00	
Portable Breath Test (PBT)	\$20.00	
VIN Checks (Residents Only)	\$0.00	
Copies onto CDs	\$25.00	
Fire Department Fees (Contact Fire Dept. for further details)		
New Construction, Addition, or Tenant Finish of Commercial and Multi-Residential Plan Reviews		Fee includes initial plan review, one round of response comments, one rough inspection, and one final inspection.
1 - 5,000 square feet	\$750.00	
5,001 - 10,000 square feet	\$750.00	plus \$0.05 per square foot over 5,000
10,001 - square feet or greater	\$1,000.00	plus \$0.05 per square foot over 10,001
Commercial Inspections		

2021 City of Black Hawk Fee Schedule (amended 9/23/21)

Scheduled Annual Inspection	\$150.00	hour
First Re-inspection of violation noted during a Scheduled Annual Inspection	\$0.00	
Second or greater Re-inspection of violation noted during a Scheduled Annual Inspection	\$150.00	hour
Compliance Verification	\$150.00	hour
System Test	\$150.00	hour. Applies to testing and inspection of fire sprinkler, fire alarm system, and suppression system required in addition to those included in initial fee.
Re-inspection	\$150.00	hour. This inspection fee shall be assessed for each re-inspection when: 1) an inspection is scheduled and the contractor is unable to complete the inspection when the inspector arrives, 2) when corrections called out during a previous inspection are not made, or 3) when the contractor does not have the permit card or plans available for the inspector within a reasonable amount of time.
Outside Agency Support for Scheduled Inspections	\$50.00	hour. Assist adjacent fire agencies with fire and life safety inspections.
Parking Structures		Fee includes initial plan review, one round of response comments, one rough inspection, and one final inspection.
Separate or attached structure	1/2 new construction fee for same square footage (\$750.00 minimum fee)	
Automatic Fire Sprinkler System (NFPA 13, 13D, and 13R)		Fee includes initial plan review, one round of response comments, one rough inspection, one hydro inspection, and one final inspection.
New Fire Sprinkler System	\$0.05 per square foot of system coverage (\$750.00 minimum fee)	
Existing Fire Sprinkler System Modification (Relocate, remove, or add fire sprinklers)		Fee includes initial plan review, one round of response comments, one rough inspection, one hydro inspection, and one final inspection.
1 - 1,500 square feet of system coverage	\$500.00	
1,501 square feet or greater of system coverage	\$500.00	plus \$0.05 per square foot of system coverage
Fire Pump		Fee includes initial plan review, one round of response comments, one rough inspection, and one final inspection.
Fire Pump in fire sprinkler and/or standpipe system	\$300.00	per pump
Fire Alarm System		Fee includes initial plan review, one round of response comments, one rough inspection, and one final inspection.
1 - 1,500 square feet of system coverage	\$500.00	
1,501 square feet or greater of system coverage	\$500.00	plus \$0.05 per square foot of system coverage

2021 City of Black Hawk Fee Schedule (amended 9/23/21)

Existing Fire Alarm System Modification (Relocate, remove, or add fire alarm devices)		Fee includes initial plan review, one round of response comments one rough inspection, and one final inspection.
1 -1,500 square feet of system coverage	\$500.00	
1,501 square feet or greater of system coverage	\$500.00	plus \$0.05 per square foot of system coverage
False Alarm Fees		
Occurrence 6 to 10	\$100.00	per occurrence
Occurrence 11 to 15	\$250.00	per occurrence
Occurrence 16 to 20	\$500.00	per occurrence
Occurrence 21 to 25	\$1,000.00	per occurrence
Occurrence 26 or more	Discretionary	
Automatic Fire Suppression Systems for Commercial Cooking Operations		Fee includes initial plan review, one round of response comments, one rough inspection, and one final inspection.
Information review and inspection of a new system	\$500.00	per individual system
Modifications to an existing system	\$500.00	per individual system
Standpipe Systems		Fee includes initial plan review, one round of response comments, one rough inspection, one hydro inspection, and one final inspection.
New standpipe	\$450.00	per standpipe riser
Modification to existing standpipe system	\$300.00	per standpipe riser
Additional Plan Review/Response Comments		
Second or Greater Plan Review/Response Comments	\$150.00	per hour
Public Safety Radio Amplification System		
Information review and on-site testing of the system at final inspection.	\$300.00	
Special Investigation Fee - staring work without a permit.		
First Occurrence	\$500.00	
Second Occurrence	\$1,000.00	
Third or greater Occurrence	\$1,500.00	
Administration Fees/Misc		
Administration Fee for All Invoices	15%	To be included on all plan review and inspection invoices.
CPR and First Aid Training for City residents and City staff	\$0.00	
CPR and First Aid Training for businesses	\$25.00	person includes certification card
Fire Extinguisher Training for City residents and City Staff	\$0.00	
Fire Extinguisher Training for businesses	\$10.00	person for businesses

2021 City of Black Hawk Fee Schedule (amended 9/23/21)

Temporary Fire Watch	\$0.00	
Site Plans	\$100.00	
Outside Consultation/Third Party Review	Actual Cost plus 15% Administration Fee	The Fire Department reserves the right to have a third party perform an independent review. All associated costs above and beyond the standard fee shall be incurred and paid by applicant or property owner.
Blasting and Storage of Explosives Permit	\$150.00	includes one site inspection
Elevator Entrapment Rescue		
Occurrence 6- to 10	\$500.00	per occurrence
Occurrence 11 to 15	\$1,000.00	per occurrence
Occurrence 16 or more	\$1,500.00	per occurrence

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: 2021 City of Black Hawk Fee Schedule Amendment.

RECOMMENDATION:

MOTION TO APPROVE *Resolution 94-2021, a Resolution approving the City of Black Hawk Fee Schedule, as amended.*

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Incorporated into the accompanying Fee Schedule, Exhibit A, are changes proposed by City staff. Reference Conveyance Fees.

AGENDA DATE: December 8, 2021

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

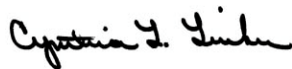
STAFF PERSON RESPONSIBLE: Cynthia L. Linker, CP&D Director

DOCUMENTS ATTACHED: Resolution 94-2021
Exhibit A – DRAFT Amended 2021 Fee Schedule

RECORD: ☐ Yes ☒ No

CITY ATTORNEY REVIEW: ☐ Yes ☒ N/A

SUBMITTED BY:



Cynthia L. Linker, CP&D

REVIEWED BY:



Stephen N. Cole, City Manager

RESOLUTION 95-2021
A RESOLUTION
APPROVING THE TENTH
ADDENDUM TO
PERSONAL SERVICES
AGREEMENT WITH 5280
STRATEGIES, LLC.

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 95-2021

**TITLE: A RESOLUTION APPROVING THE TENTH ADDENDUM TO
PERSONAL SERVICES AGREEMENT WITH 5280 STRATEGIES, LLC.**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF BLACK HAWK, COLORADO, THAT:

Section 1. The City Council hereby approves the Ninth Addendum to Personal
Services Agreement between the City and 5280 Strategies, LLC, and authorizes the Mayor to
execute the same on behalf of the City.

RESOLVED AND PASSED this 8th day of December 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Renewal of Lobbyist Contract

RECOMMENDATION: Staff recommends the following motion to the City Council:

MOTION TO APPROVE Resolution 95-2021, A Resolution Approving the Tenth Addendum to Personal Services Agreement with 5280 Strategies, LLC.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

5280 Strategies, LLC has been the City's Lobbyist since 2010. There is no increase in fees for 2022.

AGENDA DATE: December 8, 2021

WORKSHOP DATE: N/A

FUNDING SOURCE: Lobbying
010-1101-4113103

STAFF PERSON RESPONSIBLE: Melissa Greiner, City Clerk/Administrative Service Dir.

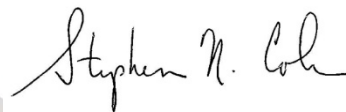
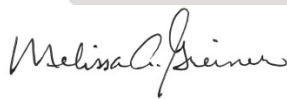
DOCUMENTS ATTACHED: Ninth Addendum to Personal Services Agreement

RECORD: [☐]Yes [☒]No

CITY ATTORNEY REVIEW: [☒]Yes [☐]N/A

SUBMITTED BY:

REVIEWED BY:



Melissa Greiner, CMC
City Clerk/Administrative Services Director

Stephen N. Cole, City Manager

TENTH ADDENDUM TO PERSONAL SERVICES AGREEMENT

THIS TENTH ADDENDUM TO PERSONAL SERVICES AGREEMENT (the “Tenth Addendum”) is made and entered into by and between the City of Black Hawk, hereinafter referred to as “City” and 5280 Strategies, LLC, hereinafter referred to as “Contractor” as follows:

WHEREAS, the City and Contractor previously entered into a Personal Services Agreement dated January 1, 2010 (the “Original Agreement”), and have subsequently entered into addenda thereto; and

WHEREAS, the City and the Contractor desire to amend the Original Agreement for additional consulting work, for the Compensation set forth below.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall continue to provide to the City the Personal Services to the extent provided herein.

1. **COMPENSATION.** In consideration of the performance of the instruction and/or services provided herein, Contractor shall receive compensation as provided through the scope of work and rate schedule listed in Attachment “A.”
2. Except as modified herein, the Original Agreement is in full force and effect and is hereby ratified by the City and the Contractor.

IN WITNESS WHEREOF, the parties have executed this Tenth Addendum as of the dates written opposite their respective signatures.

CITY OF BLACK HAWK, COLORADO

David D. Spellman, Mayor

December 8, 2021

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CONTRACTOR

By:

Michael L. Beasley

Date

STATE OF COLORADO

)

) ss.

COUNTY OF Jefferson)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 2ND day of December, 2021, by Michael L. Beasley (only)

My commission expires: 11/20/2024

(SEAL)

REFUGIO EDUARDO LOERA VELASCO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204040846
MY COMMISSION EXPIRES 11/20/2024

Notary Public

ATTACHMENT A



November 24, 2021

City of Black Hawk
The Honorable David D. Spellman, Mayor
P.O. Box 68
Black Hawk, Colorado 80422

Dear Mayor Spellman:

Please consider this correspondence as Attachment A to the Tenth Addendum to our Personal Services Agreement beginning January 1, 2022 through December 31, 2022.

Our fee for services will remain at \$7,500 per month and annual expenses not to exceed \$5,000 without prior approval by city leadership.

It is our great honor to represent the City of Black Hawk.

Sincerely,

A handwritten signature in blue ink, appearing to read "mbe", with a long, sweeping horizontal line extending to the right.

Michael L. Beasley
5280 Strategies

RESOLUTION 96-2021
A RESOLUTION
ADOPTING THE 2022 CITY
COUNCIL REGULAR
MEETING SCHEDULE

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 96-2021

TITLE: A RESOLUTION ADOPTING THE 2022 CITY COUNCIL REGULAR MEETING SCHEDULE

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. Pursuant to Article II, Section 11 of the City of Black Hawk Home Rule Charter, the Board of Aldermen hereby adopts the 2022 Regular Meeting Schedule attached hereto as **Exhibit A**, and incorporated herein by this reference.

RESOLVED AND PASSED this 8th day of December, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: 2022 City Council Regular Meeting Schedule

RECOMMENDATION: Staff recommends the following motion to the City Council:

MOTION TO APPROVE Resolution 96-2021, A Resolution Adopting the 2022 City Council Regular Meeting Schedule

AGENDA DATE: December 8, 2021

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

STAFF PERSON RESPONSIBLE: Melissa Greiner, City Clerk/Administrative Services Director

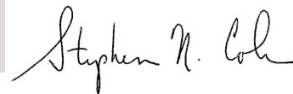
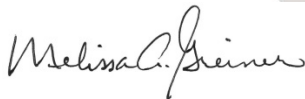
DOCUMENTS ATTACHED: Draft City Council Regular Meeting Schedule

RECORD: ☐ Yes ☒ No

CITY ATTORNEY REVIEW: ☐ Yes ☒ N/A

SUBMITTED BY:

REVIEWED BY:



Melissa A. Greiner, CMC
City Clerk/Administrative Services Director

Stephen N. Cole
City Manager

EXHIBIT A



2022 COUNCIL MEETINGS



City of Black Hawk

**3:00 p.m.
Council
Chambers 211
Church Street
Black Hawk, CO
80422**

January 12
January 26

February 9
February 23

March 9
March 23

April 13
April 27

May 11
May 25

June 8
June 22

July 13
July 27

August 10
August 24

September 14
September 28

October 12
October 26

November 9

December 14

Council meetings are the 2nd and 4th Wednesdays of each month with the exception of November and December.

Regular meeting dates are subject to change upon Council approval and proper notification.

RESOLUTION 97-2021
A RESOLUTION
ADOPTING THE 2022
HOLIDAY SCHEDULE

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 97-2021

TITLE: A RESOLUTION ADOPTING THE 2022 HOLIDAY SCHEDULE

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. Pursuant to Section 304 of the City of Black Hawk Employee Handbook, the Board of Aldermen hereby adopts the 2022 Holiday Schedule attached hereto as **Exhibit A**, and incorporated herein by this reference.

RESOLVED AND PASSED this 8th day of December, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: 2022 Holiday Schedule

RECOMMENDATION: Staff recommends the following motion to the City Council:

MOTION TO APPROVE Resolution 97-2021, A Resolution Adopting the 2022 Holiday Schedule

AGENDA DATE: December 8, 2021

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

STAFF PERSON RESPONSIBLE: Melissa Greiner, City Clerk/
Administrative Services Director

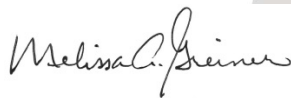
DOCUMENTS ATTACHED: 2022 Draft Holiday Schedule

RECORD: ☐ Yes ☒ No

CITY ATTORNEY REVIEW: ☐ Yes ☒ N/A

SUBMITTED BY:

REVIEWED BY:



Melissa A. Greiner, CMC
City Clerk/Administrative Services Director

Stephen N. Cole
City Manager

EXHIBIT A

2022 HOLIDAY SCHEDULE **City of Black Hawk**

The following is the list of approved holidays from the current Employee Handbook, and the proposed days will be celebrated in the year 2022 except New Year's Day*.

New Year's Day	Friday, December 31, 2021*
Martin Luther King Jr. Day (Third Monday)	Monday, January 17, 2022
President's Day (Third Monday)	Monday, February 21, 2022
Memorial Day (last Monday in May)	Monday, May 30, 2022
Independence Day	Monday, July 4, 2022
Labor Day (First Monday in September)	Monday, September 5, 2022
Thanksgiving (Fourth Thursday)	Thursday, November 24, 2022
Day after Thanksgiving	Friday, November 25, 2022
Christmas Eve	Friday, December 23, 2022
Christmas Day	Monday, December 26, 2022
New Year's Eve	Friday, December 30, 2022

Per Section 304 of the City of Black Hawk Employee Handbook, "A recognized holiday that falls on a Saturday will be observed the proceeding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday."

**RESOLUTION 98-2021
A RESOLUTION
ADOPTING THE 2022
HISTORIC
PRESERVATION
COMMISSION MEETING
SCHEDULE**

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 98-2021

**TITLE: A RESOLUTION ADOPTING THE 2022 HISTORIC PRESERVATION
COMMISSION MEETING SCHEDULE**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF BLACK HAWK, COLORADO, THAT:

Section 1. Pursuant to Section 16-453(f) of the City of Black Hawk Municipal Code, the
Board of Aldermen hereby adopts the 2022 Historic Preservation Commission Regular Meeting
Schedule attached hereto as **Exhibit A**, and incorporated herein by this reference.

RESOLVED AND PASSED this 8th day of December, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: 2022 Historic Preservation Commission Regular Meeting Schedule

RECOMMENDATION:

MOTION TO APPROVE *Resolution 98-2021, a Resolution Adopting the 2022 Historic Preservation Commission Regular Meeting Schedule.*

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

DRAFT 2022 Historic Preservation Commission Regular Meeting Schedule.

AGENDA DATE: December 8, 2021

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

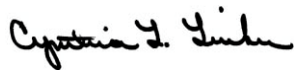
STAFF PERSON RESPONSIBLE: Cynthia L. Linker, CP&D Director

DOCUMENTS ATTACHED: Resolution 98-2021
Exhibit A – DRAFT 2022 Historic
Preservation Commission Regular Meeting
Schedule

RECORD: ☐ Yes ☒ No

CITY ATTORNEY REVIEW: ☐ Yes ☒ N/A

SUBMITTED BY:



Cynthia L. Linker, CP&D

REVIEWED BY:



Stephen N. Cole, City Manager



2022 HPC MEETINGS



City of Black Hawk

9:00 a.m.
Council Chambers
211 Church Street
Black Hawk, CO 80422

HPC meetings are held the 1st and 3rd Tuesdays of each month.

January 4
January 18

February 1
February 15

March 1
March 15

April 5
April 19

May 3
May 17

June 7
June 21

July 5
July 19

August 2
August 16

September 6
September 20

October 4
October 18

November 1
November 15

December 6
December 20

RESOLUTION 99-2021
A RESOLUTION
APPROVING THE 2022
CONTRACT WITH
PINNACOL ASSURANCE
FOR WORKER'S
COMPENSATION
INSURANCE

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

Resolution No. 99-2021

**TITLE: A RESOLUTION APPROVING THE 2022 CONTRACT WITH
PINNACOL ASSURANCE FOR WORKERS' COMPENSATION
INSURANCE**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF BLACK HAWK, COLORADO, THAT:

Section 1. The City Council hereby approves the 2022 contract with Pinnacol
Assurance for Workers Compensation Insurance in the amount of \$152,195.

RESOLVED AND PASSED this 8th day of December, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: 2022 Workers' Compensation

RECOMMENDATION: Staff recommends the following motion to the City Council:

MOTION TO APPROVE Resolution 99-2021, a Resolution approving the contract as quoted for the 2022 Workers' Compensation Insurance with Pinnacol Assurance in the amount of \$152,195.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Pinnacol Assurance's initial quote for Workers' Compensation coverage for 2022 was 30% higher than the 2021 premium. The increase was due in part to a projected 18% increase in salaries for 2022 and a loss ratio for the last three years of 125% and 197% for 2021 of premiums paid. Our benefits broker, IMA of Colorado, negotiated with Pinnacol and the final overall increase is 7%. We received discounts for eMod, Schedule Rating and & Designated Provider, Cost Containment (recertified by the State on December 2, 2021), and a premium discount for continued coverage.

AGENDA DATE: December 8, 2021

WORKSHOP DATE: N/A

FUNDING SOURCE: WC line item for each department

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

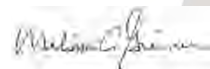
STAFF PERSON RESPONSIBLE: Melissa A. Greiner, City Clerk/Administrative Services Director

DOCUMENTS ATTACHED: N/A

RECORD: ☐ Yes ☒ No

CITY ATTORNEY REVIEW: ☐ Yes ☒ N/A

SUBMITTED BY:



Melissa A. Greiner, CMC
City Clerk/Administrative Services Director

REVIEWED BY:



Stephen N. Cole
City Manager