



REGULAR MEETING AGENDA

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

September 8, 2021
3:00 p.m.

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: August 25, 2021
7. PUBLIC HEARINGS:
 - A. CB25, An Ordinance Appointing a Director to the Board of the Black Hawk Business Improvement District
 - B. CB26, An Ordinance Approving the Enhanced Sales Tax Incentive Program Agreement Between the City and Monarch Growth, Inc.
8. ACTION ITEMS:
 - A. Resolution 60-2021, A Resolution Authorizing the Mayor to Execute a Quitclaim Deed on Behalf of the City to a Newly Registered Elector Qualified to Serve on the Silver Dollar Metropolitan District
 - B. Resolution 61-2021, A Resolution Authorizing the Filing of a Petition for the Exclusion of City-Owned Property from the Timberline Fire Protection District
 - C. Resolution 62-2021, A Resolution Approving the Commercial Lease with the Woodbury Collective Corporation for the Property Located at 327 Gregory Street, Black Hawk, Colorado
9. CITY MANAGER REPORTS: Market Adjustment
10. CITY ATTORNEY:
11. EXECUTIVE SESSION:

Executive Session to hold a conference with the City's Attorney to receive legal advice on specific legal issues pursuant to C.R.S § 24-6-402(4)(b) regarding potential legislation, and 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**

August 25, 2021

MEETING MINUTES

City Attorney, Corey Y. Hoffmann, 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, August 25, 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, Acting Police Chief Jantz, Finance Director Hillis, City Clerk/Administrative Services Director Greiner, Public Works Director Isbester, City Engineer Reed, and Community Planning & Development Director Linker.

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

3. **AGENDA CHANGES:** City Clerk Greiner noted the addition of an Executive Session after the Conflicts of Interest on the agenda.

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. EXECUTIVE SESSION:

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

**MOTION TO ADJOURN
INTO EXECUTIVE
SESSION**

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Bennet to adjourn into Executive Session at 3:05 p.m. to hold a conference with the City's Attorney to instruct negotiators regarding City-owned land on Artisans Point and Gregory Street Plaza and leases of other City-owned property 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 3:20 p.m.

MOTION PASSED

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

Mayor Spellman reconvened back into regular open session at 3:25 p.m.

6. PUBLIC COMMENT: City Clerk Greiner that no one had signed up to speak.

7. APPROVAL OF
MINUTES:

August 11, 2021

**MOTION TO
APPROVE**

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

MOTION PASSED

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

8. PUBLIC HEARINGS:

A. CB24, An Ordinance Approving an Intergovernmental Agreement and an Easement Agreement for Sanitary Sewer Facilities Between the City of Black Hawk and the Black Hawk-Central City Sanitation District Regarding the Gregory Street Sub-Main Segments

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann explained the Intergovernmental Agreement and Easement Agreement that were presented to the City by the Black Hawk-Central City Sanitation District. It defines the responsibilities of the City of Black Hawk and the Sanitation District for maintenance of the sanitary sewer line which services Gregory Street Plaza.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on CB24, an Ordinance approving an Intergovernmental Agreement and an Easement Agreement for sanitary sewer facilities between the City of Black Hawk and the Black Hawk-Central City Sanitation District regarding the Gregory Street Sub-Main Segments open and invited anyone wanting to address the Board either “for” or “against” the proposed Ordinance to come forward.

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

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Torres to approve CB24, an Ordinance approving an Intergovernmental Agreement and an Easement Agreement for sanitary sewer facilities between the City of Black Hawk and the Black Hawk-Central City Sanitation District regarding the Gregory Street Sub-Main Segments.

MOTION PASSED

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

9. ACTION ITEMS:

A. Resolution 56-2021, A Resolution Approving the Memorandum of Understanding Between the Boulder Mountainbike Alliance and the City of Black Hawk

Mayor Spellman read the title.

City Manager Cole explained the agreement was the same as the City’s agreement with Colorado Mountain Bike Association. Alderman Midcap asked whether new trails would be exclusive to mountain bikes. City Engineer Reed explained that new trails are planned and one will be an expert only mountain bike trail.

MOTION TO APPROVE

Alderman Armbricht **MOVED** and was **SECONDED** by Alderman Midcap to approve Resolution 56-2021, a Resolution approving the Memorandum of Understanding between the Boulder Mountainbike Alliance and the City of Black Hawk.

MOTION PASSED

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

B. Resolution 57-2021, A Resolution Approving the Agreement for Professional Services for Holiday Decorations with Alpine Artisan Studios in the Amount Not to Exceed \$166,527

Mayor Spellman read the title.

Public Works Director Isbester explained the holiday decoration program will be the same as 2020 with additions for the Gregory Street Plaza and enhancements to the Carriage House parking garage.

MOTION TO APPROVE

Alderman Moates **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 57-2021, a Resolution approving the Agreement for Professional Services for holiday decorations with Alpine Artisan Studios in the amount not to exceed \$166,527.

MOTION PASSED

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

C. Resolution 58-2021, A Resolution Approving the Letter Agreement with D.A. Davidson & CO. Fixed Income Capital Markets for Investment Banking Services

Mayor Spellman read the title.

Finance Director Hills explained the resolution for the agreement with D.A Davidson is to seek bidders for our COPs.

MOTION TO APPROVE

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Midcap to approve Resolution 58-2021, a Resolution approving the Letter Agreement with D.A. Davidson & CO. Fixed Income Capital Markets for investment banking services.

MOTION PASSED

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

D. Resolution 59-2021, A Resolution Approving the Commercial Lease with Feeney Farms, Inc. for the Property Located at 7320 Black Hawk Blvd., Suite 1A, Black Hawk, Colorado

Mayor Spellman read the title.

Finance Director Hillis explained the commercial lease with Tom Feeney, Feeney Farms, Inc. for the convenience store.

**MOTION TO
APPROVE**

Alderman Torres **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 59-2021, a Resolution approving the commercial lease with Feeney Farms, Inc. for the property located at 7320 Black Hawk Blvd., Suite 1A, Black Hawk, Colorado.

MOTION PASSED

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

10. CITY MANAGER
REPORTS:

City Manager Cole had nothing to report.

11. CITY ATTORNEY:

City Attorney Hoffmann reported on the Opioid Litigation regarding the settlement agreement with the State and Communities in Colorado where money will be allocated regionally.

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

**COUNCIL BILL 25
ORDINANCE 2021-25
AN ORDINANCE
APPOINTING A
DIRECTOR TO THE
BOARD OF THE BLACK
HAWK BUSINESS
IMPROVEMENT DISTRICT**

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

COUNCIL BILL NUMBER: CB25

ORDINANCE NUMBER: 2021-25

**TITLE: AN ORDINANCE APPOINTING A DIRECTOR TO THE BOARD OF THE
 BLACK HAWK BUSINESS IMPROVEMENT DISTRICT**

WHEREAS, the Black Hawk Business Improvement District (the "BID") was organized by Councilman's Bill Number 26, Ordinance Number 95-8 of the City of Black Hawk on July 26, 1995. Under that Ordinance and subsequent enactments, the Board of Directors of the BID has been appointed by the City Council. All Board members must, by law, be electors of the BID; and

WHEREAS, the BID currently has a vacancy on the Board of Directors that is required to be filled by the City Council.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, GILPIN COUNTY:

Section 1. Based upon the recommendations provided by owners of taxable property in the BID and other information available to the City, and finding that there is presently a vacancy to be filled on the BID Board, pursuant to Section 31-25-1209(1)(b), C.R.S., the City Council hereby appoints the following elector of the BID to the office of Director of the BID:

Norris Herman Hamilton

and congratulates him on his appointment.

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 September, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Director Black Hawk Business Improvement District

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

MOTION TO APPROVE Council Bill 25, An Ordinance Appointing a Director to the Board of the Black Hawk Business Improvement District.

AGENDA DATE: September 8, 2021

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

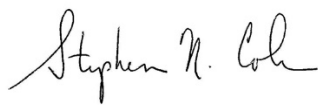
DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ N/A

STAFF PERSON RESPONSIBLE: Melissa Greiner, City Clerk
Administrative Services Director

RECORD: ☐ Yes ☒ No

CITY ATTORNEY REVIEW: ☒ Yes ☐ N/A

SUBMITTED BY:



Stephen N. Cole
City Manager

**Black Hawk Business Improvement District
P. O. Box 663
Black Hawk, CO 80422
lhailey@centurylink.net
303-585-1726 (cell/text)
303-582-3165**

August 23, 2021

Corey Y. Hoffmann Esq.
Hayes Phillips Hoffmann & Carberry
1350 17th Street, Suite 450
Denver, CO 80202

via email

**RE: REPLACEMENT BOARD MEMBER/BLACK HAWK BUSINESS
IMPROVEMENT DISTRICT**

Dear City Attorney Hoffmann:

The Board of Directors of the Black Hawk Business Improvement District (“BID”) has directed me to request that the City of Black Hawk appoint Norris Herman Hamilton as the designated elector of Isle/Lady Luck Casinos to the Board of Directors of the BID. Mr. Hamilton replacing Ken Ostempowski.

Mr. Hamilton is a Colorado Registered voter and was confirmed by the BID Board at their June 22, 2021 Board meeting, receiving the Board’s unanimous recommendation for appointment to the BID Board at the City Council’s earliest opportunity.

If you have any questions, please do not hesitate to contact me.

Thank you,

Black Hawk Business Improvement District

/s/ Lynnette Hailey
District Manager

Attachments

CC: Thomas George, Esq.
David D. Spellman, Mayor
Melissa Greiner, BH City Clerk w/attachments

**COUNCIL BILL 26
ORDINANCE 2021-26
AN ORDINANCE
APPROVING THE
ENHANCED SALES TAX
INCENTIVE PROGRAM
AGREEMENT BETWEEN
THE CITY AND MONARCH
GROWTH, INC.**

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

COUNCIL BILL NUMBER: CB26

ORDINANCE NUMBER: 2021-26

TITLE: AN ORDINANCE APPROVING THE ENHANCED SALES TAX INCENTIVE PROGRAM AGREEMENT BETWEEN THE CITY AND MONARCH GROWTH, INC.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, GILPIN COUNTY:

Section 1. The City Council hereby approves the Enhanced Sales Tax Incentive Program Agreement between the City and Monarch Growth, Inc., attached hereto as **Exhibit A** (the "ESTIP Agreement"), and incorporated herein by this reference, and the Mayor is authorized to execute the same on behalf of the City. In doing so, the City makes the following findings of facts as more particularly described in Section 2 of this Ordinance.

Section 2. The City Council hereby finds following a public hearing pursuant to Section 4-319 of the City of Black Hawk Municipal Code as follows:

- (a) The amount of enhanced sales tax which are reasonably anticipated to be derived by the City through the expanded or new retail sales tax generating business are set forth in the ESTIP Agreement;
- (b) The Monarch Casino Project, or the "Project" provides public benefits through the public improvements, additional employment, and additional amenities in the City;
- (c) The expenditures to be deferred by the City based upon the public improvements completed by Monarch Growth, Inc. are in the best interests of the City;
- (d) The Monarch Casino Project is consistent with the comprehensive plan and zoning ordinances of the City;
- (e) The ESTIP Agreement conforms to the requirements of Section 4-320 of the City of Black Hawk Municipal Code.

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 Board of Aldermen 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 September, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: An Ordinance Approving the Enhanced Sales Tax Incentive Program Agreement between the City and Monarch Growth, Inc.

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

MOTION TO APPROVE: Ordinance 2021-26, An Ordinance Approving the Enhanced Sales Tax Incentive Program Agreement between the City and Monarch Growth, Inc.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: On April 1, 2014 the registered voters of the City approved a ballot question obligating the City to share with Monarch Growth, Inc., the Developer, the City's 4.00% Sales tax generated from lodging sales, up to an amount not to exceed \$2,700,000. With the Certificate of Occupancy obtained by Monarch Growth on August 31, 2021, all the requirements placed on the Developer have been satisfied. The attached Enhanced Sales Tax Incentive Program Agreement details the terms and conditions including a maximum repayment period of fifteen years or reimbursement of \$2,700,000, whichever occurs first.

AGENDA DATE: September 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 2021-26

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

ENHANCED SALES TAX INCENTIVE PROGRAM AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2021, by and between MONARCH GROWTH, INC., hereinafter referred to as the "Developer", and the CITY OF BLACK HAWK, COLORADO, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the City adopted an Ordinance enacting the Enhanced Sales Tax Incentive Program (the "ESTIP Program") to encourage in part the establishment of retail sales tax generating business within the City;

WHEREAS, the Developer desires to participate in the ESTIP Program and to share in the enhanced sales tax derived from the property described more particularly described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Property") to the extent allowed in this Agreement and/or the ESTIP Program;

WHEREAS, absent voter approval of the ESTIP Program, the ESTIP Program is subject to annual appropriation as a multiple year fiscal obligation under Article X, Section 20 of the Colorado Constitution; and

WHEREAS, ON April 1, 2014, the registered electors of the City approved the following ballot question (the "Voter Approval"):

SHALL THE CITY OF BLACK HAWK INCUR A MULTIPLE YEAR FINANCIAL OBLIGATION TO SHARE WITH MONARCH GROWTH, INC., AS THE DEVELOPER OF THE EXPANSION OF THE MONARCH CASINO PROJECT (THE "PROJECT"), ALL OF THE CITY'S FOUR PERCENT (4%) SALES TAX REVENUES GENERATED ONLY FROM SUCH CITY SALES TAX REMITTED ON LODGING AT THE PROJECT WHEN COMPLETED, PROVIDED THAT IN NO EVENT SHALL THE AMOUNT OF REIMBURSEMENT TO MONARCH CASINO EXCEED \$2,700,000.00, AND IN NO EVENT SHALL THE SHARING OF REVENUES INCLUDE SALES TAXES GENERATED FOR MORE THAN 15 YEARS AFTER THE PROJECT RECEIVES ITS CERTIFICATE OF OCCUPANCY?

WHEREAS, this Agreement therefore desires to implement the Voter Approval obtained of the Project in an amount not to exceed Two Million Seven Hundred Thousand Dollars (\$2,700,000.00), for a period of no more than fifteen (15) years from the date of the Certificate of Occupancy of the Project; and

WHEREAS, the Certificate of Occupancy for the Project has now been obtained.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, promises, and agreements of each of the parties hereto, to be kept and performed by each of them, the parties agree as follows:

1. Term. Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence retroactively to the date the Certificate of Occupancy was issued for the hotel component of the Monarch Casino Project, or the "Project" on the Property, and shall terminate on the first to occur of the following:

A. When the total amount reimbursed pursuant to this Agreement reaches the total amount of Two Million Seven Hundred Thousand Dollars (\$2,700,000.00); or

B. The expiration of fifteen (15) years from the date of the issuance of the Certificate of Occupancy, or August 31, 2036

2. Qualification of Property for the ESTIP Program. The City agrees that the Property qualifies for the ESTIP Program and the Public Improvements are improvements for public and/or public-related purposes. The following provisions shall apply for each year in which the ESTIP Program is in effect for the Property:

- a. One Hundred Percent (100%) of the "Enhanced Sales Taxes" collected by the City and derived from the Property attributable to hotel rooms for no longer than the fifteen (15) years set forth in the Voter Approval of this Agreement, and such amounts shall be segregated by the City to be utilized for the ESTIP herein established and approved. For purposes of this Agreement, the "Enhanced Sales Taxes" as defined is limited to the revenues derived from the of the City's four percent (4%) sales tax remitted on lodging.
- b. In determining the amount of "Enhanced Sales Taxes," the "base amount" as defined in the ordinance and agreed to by the City and the Developer is zero, representing the good faith determination by the Developer and the City of the amount of sales taxes which could be generated from the new businesses to be established on the Property without the participation by the Developer in the ESTIP created hereunder.
- c. It is agreed that Enhanced Sales Taxes of at least Two Hundred and Fifty Thousand Dollars (\$250,000.00) a year are reasonably likely to be generated in the first year of operation of the new hotel to be located on the Property.
- d. The Developer shall share in and be reimbursed the Enhanced Sales Taxes derived from the Property and the hotel located thereon in the amount of one hundred (100%) of the Enhanced Sales Taxes attributable to hotel rooms on the Property for the fifteen (15) year term of the Agreement up to a maximum amount of Two Million, Seven Hundred Thousand Dollars (\$2,700,000.00).
- e. Provided that Developer timely and accurately submits its sales tax returns including the sales tax on lodging that is subject to this Agreement,

Enhanced Sales Taxes from the Property shall be shared, and the Developer's share thereof shall be disbursed on a monthly basis as provided herein, with the first payment following approval of this Agreement to be the amount of the Enhanced Sales Taxes generated from the Property since the issuance of the Certificate of Occupancy. ESTIP reimbursements will be made by the last day of each month following the month sales tax payments are due to the City. Subject to the provisions of paragraph 1 of this Agreement, the maximum period of time that this Agreement shall be in effect is fifteen (15) years from the date of the issuance of a Certificate of Occupancy, or until the sum of Two Million Seven Hundred Thousand Dollars (\$2,700,000.00) derived from Enhanced Sales Taxes defined herein, have been paid to Developer for reimbursement for such improvements, whichever occurs first, at which time this Agreement shall terminate. It is expressly understood by the parties that this Agreement will terminate as provided in Paragraph 1 of this Agreement or upon the occurrence of the earlier to be reached of the maximum time as provided in the preceding sentence (whether or not the maximum amount to be shared has been reached) or disbursement of the maximum amount to be shared as provided in the preceding sentence (whether or not the maximum time set forth has expired).

- f. This Agreement is a personal agreement between the City and the Developer and is not transferable or assignable without the written consent of the City and does not run with the land and shall not be recorded against the Property.
- g. Any Enhanced Sales Taxes subject to this Agreement shall be escrowed in the event there is a legal challenge to the ESTIP or the approval of this Agreement.
- h. The obligations, benefits, and/or the provisions of this Agreement may not be assigned in whole or in part without the express authorization of the Black Hawk City Council and no third party shall be entitled to rely upon or enforce any provisions hereon. Provided however, the City hereby consents to a collateral assignment of this Agreement to Developer's lenders. The approval of such an assignment, however, shall not create any cause of action or claim of any type between the City and any third party, and any such reliance thereon by a third party is at the third party's own risk.
- i. At the end of the term of this Agreement as provided for herein, any monies segregated by the City Council which have not been expended as hereunder provided may be transferred to another account of the City or used in any manner determined by the City in its sole discretion, excluding any amounts escrowed pursuant to paragraph 2.g. of this Agreement.

- j. From the Enhanced Sales Taxes proceeds segregated by the City Council, the City shall pay to the Developer the maximum amount specified in paragraph 2e. upon the construction, installation, and probationary acceptance of the Public Improvements by the City and the property acquisitions more particularly described by the Subdivision Agreement.
- k. The Developer shall be deemed the "owner or proprietor" of the Property solely entitled to reimbursement provided for herein for purposes of this Agreement and the ESTIP whether or not the Developer owns all or any portion of the Property at the relevant time, since the Developer is coordinating the installation of the Public Improvements.

3. Subordination. Notwithstanding anything in this Agreement to the contrary, the Developer shall have no right, claim, lien, or priority in or to the City's sales tax revenue superior to or on parity with the rights, claims, or liens of the holders of any sales tax revenue bonds, notes, certificates, or debentures payable from or secured by any sales taxes, existing or hereafter issued by the City, and that all rights of the Developer are, and at all times shall be, subordinate and inferior to the rights, claims, and liens of the holders of any and all such sales tax revenue bonds, notes, certificates, or debentures, issued by the City and payable from or secured by any sales taxes.

4. Subdivision Agreement. The construction and installation of the Public Improvements shall be governed according to the Subdivision Agreement and any amendments thereto entered into between the parties hereto regarding the Property.

5. Remedies. The Developer waives any constitutional claims against the City arising out of a breach of this Agreement. The Developer's remedies against the City under this Agreement are limited to breach of contract claims.

6. Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid, and the parties shall cooperate to cure any legal defects in this Agreement or the ESTIP.

7. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either 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.

8. Notice. All notice 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 upon 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. Either party by notice so given may change the address to which future notices shall be sent.

Notice to the City:

Finance Director
P.O. Box 68
Black Hawk, Colorado 80422

Copy to:

Corey Y. Hoffmann, City Attorney
511 16th Street, Suite 610
Denver, Colorado 80202

Notice to Developer:

John Farahi
Monarch Casino & Resort, Inc.
Executive Offices
3800 S. Virginia Street
Reno, NV 89502

9. Entire Agreement – Amendments. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. This Agreement may be amended by written agreement between the Developer and the City acting pursuant to City Council authorization.

CITY OF BLACK HAWK, COLORADO

By:

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

DEVELOPER:
MONARCH GROWTH, INC.

By: _____
Name: John Farahi
Title: CEO

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this
_____ day of _____, 2021, by John Farahi as the _____ of
_____.

My commission expires: _____

(S E A L)

Notary Public

Exhibit A – Legal Description

Monarch Casino Hotel Black Hawk, 488 Main Street, Black Hawk, Colorado

RESOLUTION 60-2021
A RESOLUTION
AUTHORIZING THE
MAYOR TO EXECUTE A
QUITCLAIM DEED ON
BEHALF OF THE CITY TO
A NEWLY REGISTERED
ELECTOR QUALIFIED TO
SERVE ON THE SILVER
DOLLAR METROPOLITAN
DISTRICT

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

Resolution No. 60-2021

**TITLE: A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
QUITCLAIM DEED ON BEHALF OF THE CITY TO A NEWLY
REGISTERED ELECTOR QUALIFIED TO SERVE ON THE
SILVER DOLLAR METROPOLITAN DISTRICT**

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

Section 1. Consistent with the Eighth Amendment to the Service Plan of the Silver
Dollar Metropolitan District (the "District"), and based on the City's ownership of certain property
within the boundaries of the District, the City Council hereby authorizes the Mayor to execute a
Quitclaim Deed on behalf of the City to Norris Herman Hamilton as a qualified elector, upon
recommendation of the District, and to serve on the Board of Directors of the District.

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

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Quitclaim Deed

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

MOTION TO APPROVE Resolution 60-2020 A Resolution Authorizing the Mayor to Execute a Quitclaim Deed on Behalf of the City to a Newly Appointed Registered Elector Qualified to Serve on the Silver Dollar Metropolitan District

AGENDA DATE: September 8, 2021

WORKSHOP DATE: N/A

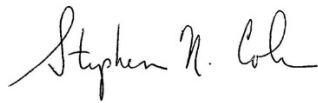
FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ N/A

RECORD: ☐ Yes ☒ No

CITY ATTORNEY REVIEW: ☒ Yes ☐ N/A

SUBMITTED BY:



Stephen N. Cole
City Manager

Consideration less than \$500 – no documentary fee required

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of September, 2021, between the CITY OF BLACK HAWK, a Colorado home rule municipality, whose address is 201 Selak Street, Black Hawk, CO 80422 ("Grantor"); and Norris Herman Hamilton ("Grantee").

WITNESSETH, that Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed and QUITCLAIMED, and by these presents does grant, bargain, sell convey and QUITCLAIM to Grantee, as a joint tenant with right of survivorship, an undivided ONE PERCENT (1%) interest in and to all of Grantor's right, title, interest, claim and demand in and to the real property, together with all improvements, if any, situate, lying and being in the County of Gilpin, and State of Colorado as follows:

See Exhibit A attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee, his heirs, successors and assigns for so long as Grantee is a member of the Board of Directors of the Silver Dollar Metropolitan District ("Board"). If Grantee resigns or otherwise ceases to be qualified to be a member of said Board at any point in the future, this deed shall become null and void as to Grantee, and all such Grantee's right, title and interest of, in and to the above-described premises shall automatically revert to the Grantor. Any such reverter may be, but shall not be required to be, evidences by the recording of a notice of such reverter in the real property records of the Gilpin County Clerk and Recorder.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed on the Date set forth above.

[remainder of page intentionally left blank; signature page follows]

Signed this _____ day of _____, 2021.

CITY OF BLACK HAWK, COLORADO

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by David D. Spellman, as the Mayor of the City of Black Hawk, Colorado.

My commission expires: _____

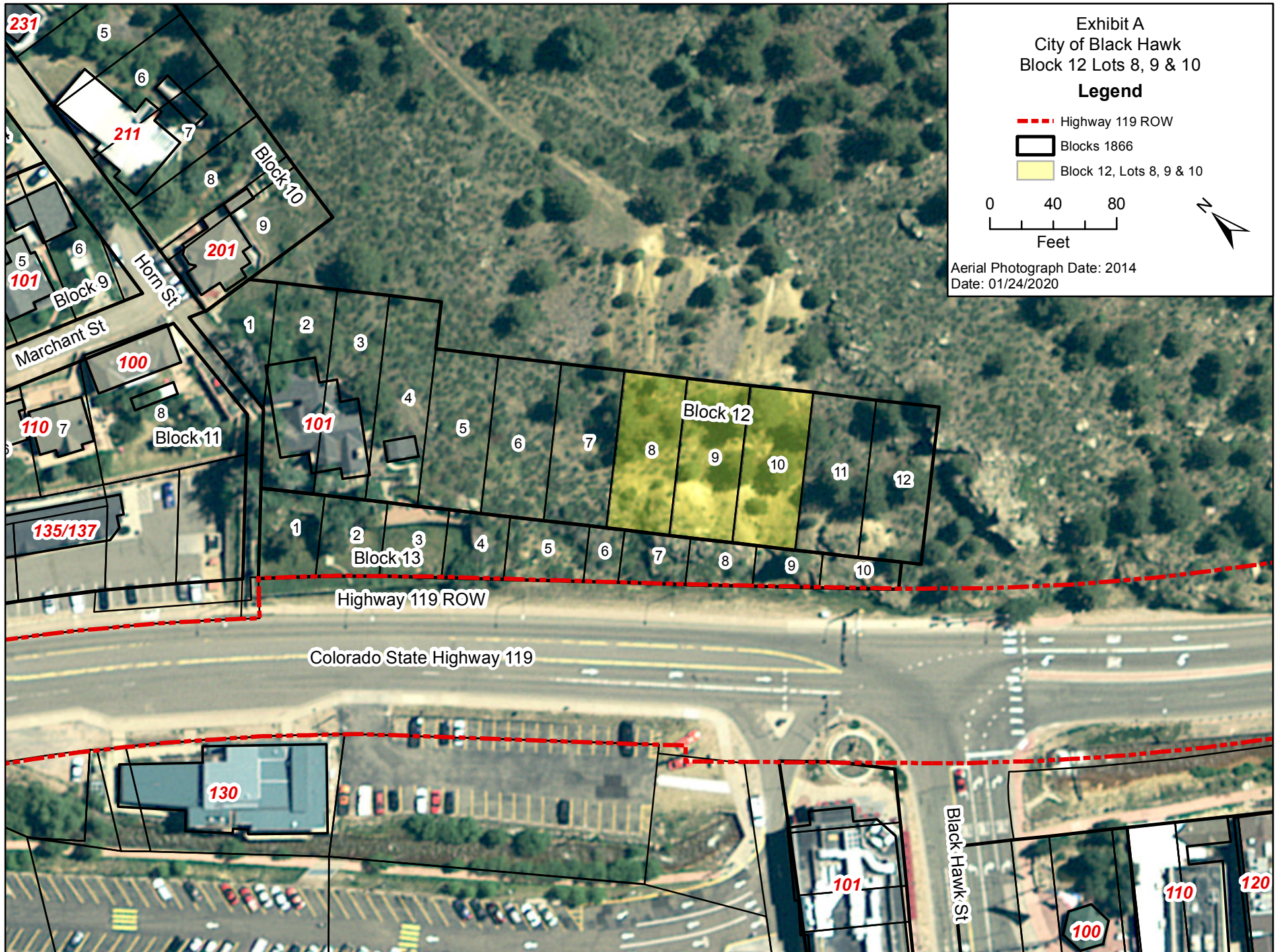
Witness my hand and official seal.

Notary Public

Exhibit A

Legal Description

City of Black Hawk, Lots 8, 9 & 10 of Block 12 less Highway r-o-w, City of Black Hawk, County of Gilpin, State of Colorado



RESOLUTION 61-2021
A RESOLUTION
AUTHORIZING THE
FILING OF A PETITION
FOR THE EXCLUSION OF
CITY-OWNED PROPERTY
FROM THE TIMBERLINE
FIRE PROTECTION
DISTRICT

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

Resolution No. 61-2021

**TITLE: A RESOLUTION AUTHORIZING THE FILING OF A PETITION FOR
THE EXCLUSION OF CITY-OWNED PROPERTY FROM THE
TIMBERLINE FIRE PROTECTION DISTRICT**

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

Section 1. The City Council hereby authorizes the filing of a Petition for Exclusion
attached hereto as **Exhibit A** of City-owned property (Lake Gulch Road within the boundaries of
the City of Black Hawk) from the Timberline Fire Protection District based on the inclusion of the
property within the boundaries of the City via former and pending annexation by the City.

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

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Petition for Exclusion for City-Owned Property from the Timberline FPD

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

MOTION TO APPROVE Resolution 61-2020 A Resolution Authorizing the Filing of a Petition for the Exclusion of City-Owned Property from the Timberline Fire Protection District

AGENDA DATE: September 8, 2021

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ N/A

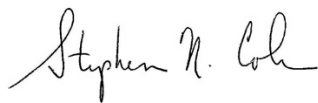
STAFF PERSON RESPONSIBLE: Melissa Greiner, City Clerk
Administrative Services Director

DOCUMENTS ATTACHED: Petition

RECORD: ☐ Yes ☒ No

CITY ATTORNEY REVIEW: ☒ Yes ☐ N/A

SUBMITTED BY:



Stephen N. Cole
City Manager

JOINT PETITION FOR EXCLUSION OF PROPERTY

(Lake Gulch Whiskey Resort Property)

TO: THE BOARD OF DIRECTORS OF THE
TIMBERLINE FIRE PROTECTION DISTRICT,
GILPIN COUNTY, COLORADO

Pursuant to the provisions of §§ 32-1-501, *et seq.*, C.R.S., PROXIMO DISTILLERS, LLC, a Colorado limited liability company (the “**Petitioner**”) and the CITY OF BLACK HAWK, a home rule municipal corporation of the State of Colorado (the “**City**”), solely with respect to that portion of the Property within the right of way of Lake Gulch Road, hereby respectfully request that the TIMBERLINE FIRE PROTECTION DISTRICT (the “**District**”), by and through its Board of Directors, exclude the real property described in **Exhibit A (Lake Gulch Road)**, **Exhibit B (2020 Annexation Property)** and **Exhibit C (2021 Annexation Property)**, attached hereto and incorporated herein by this reference (collectively, the “**Property**”), from the boundaries of the District.

The Petitioner and the City hereby represent and warrant to the District that they are the one hundred percent (100%) fee owners of the Property and that no other person, persons, entity or entities own an interest therein except as beneficial holders of encumbrances, if any. The Petitioner and the City, solely with respect to that portion of the Property within the right of way of Lake Gulch Road, hereby assent to the exclusion of the Property from the boundaries of the District and to the entry of an Order by the District Court in and for Gilpin County, excluding the Property from the boundaries of the District.

The Petitioner and the City hereby acknowledge that, without the consent of the Board of Directors of the District, they cannot withdraw this Petition once the notice of a public hearing on the Petition has been published.

Pursuant to § 32-1-501(1), C.R.S., the Petitioner agrees to pay all reasonable costs associated with the exclusion proceedings.

The name and address of the Petitioner is as follows:

Proximo Distillers, LLC
c/o White Bear Ankele Tanaka & Waldron
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attn: Robert G. Rogers, Esq.

The name and address of the City is as follows:

City of Black Hawk
c/o Hoffmann, Parker, Wilson & Carberry, P.C.
511 16th Street, Suite 610
Denver, Colorado 80202
Attn: Corey Y. Hoffmann, Esq.

Remainder of page intentionally left blank. Signature page follows.

PETITIONER:

PROXIMO DISTILLERS, LLC, a Colorado limited liability company

Printed Name: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The above and foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____, as _____ of Proximo Distillers, LLC.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

***Proximo Signature Page to Petition for Exclusion of Real Property
(Lake Gulch Whiskey Resort Property)***

CITY:

CITY OF BLACK HAWK, COLORADO

David D. Spellman, Mayor

ATTEST

Melissa A. Greiner, CMC, City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The above and foregoing instrument was acknowledged before me this _____ day of _____, 2021 by David D. Spellman, as Mayor of the City of Black Hawk, Colorado.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

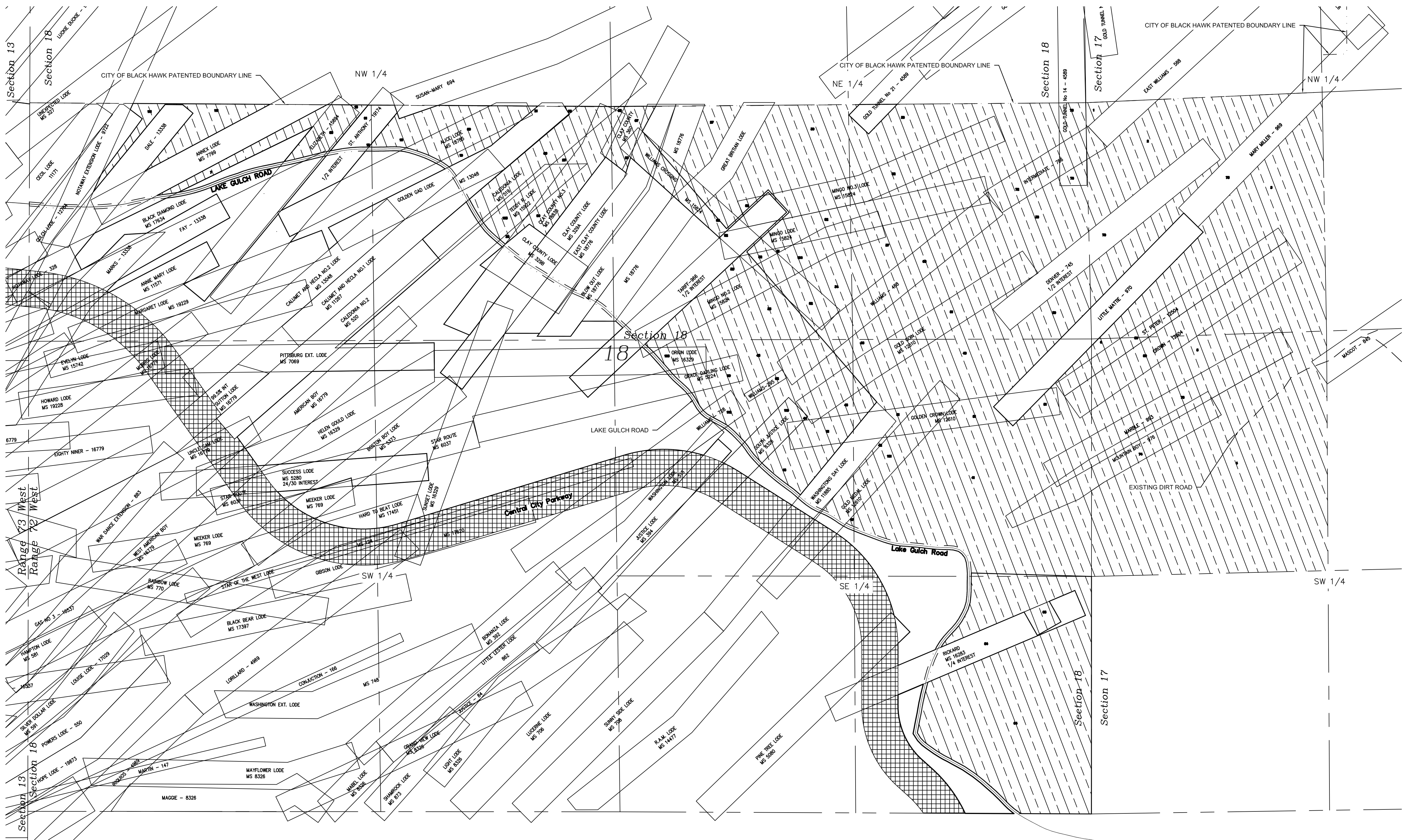
***City Signature Page to Petition for Exclusion of Real Property
(Lake Gulch Whiskey Resort Property)***

EXHIBIT A
(Lake Gulch Road)

That portion of the prescriptive roadway currently identified as Lake Gulch Road, County Road Number 6, approximately twenty-two (22) feet in width, or such greater width that has been prescriptively used as of the date of the Quit Claim Deed recorded at Reception number 169027, Gilpin County Records, within Section 18, Township 3 South, Range 72 West of the 6th P.M., County of Gilpin, State of Colorado.

EXHIBIT B
(2020 Annexation Property)

EXHIBIT 'B'
LOCATED IN SECTIONS 17 & 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO



300' 0 300' 600'
SCALE IN FEET
1" = 300'

LEGEND:
--- Section, Quarter Section or One Sixteenth Line
--- Parcel Boundary Line
--- Mineral Survey Boundary Line
--- BLM/GLO Government Lot Number
--- Title Commitment Parcel Number
53
2020 Annexation parcels

REVISIONS	

JOINT PETITION FOR EXCLUSION, EXHIBIT B
LAKE GULCH WHISKEY RESORT, GILPIN COUNTY, COLORADO
His Consultants, Inc.
12041 W. Louisiana Ave.
Lakewood, Colorado
720-273-9940

DATE:
09/07/2021
DRAWN BY:
DEA
SCALE:
shown
SHEET NO.
1 of 2

PARCEL DESCRIPTIONS

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°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 69° 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° 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° 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° 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° 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° 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° 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° 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° 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° 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 $\frac{1}{4}$ 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 $\frac{1}{4}$ 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 733.98 feet to the point of intersection with line 2-1 of the Mary Miller Lode, US Mineral Survey No. 969;

thence S 44° 28' 35" W along said line 2-1 of said Mary Miller Lode a distance of 886.27 feet to corner No. 1 of said Mary Miller Lode;

thence S 45° 34' 12" E along line 1-4 of said Mary Miller Lode a distance of 150.06 feet to corner No. 4 of said Mary Miller Lode;

thence S 45° 23' 20" E a distance of 40.23 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.

Together with 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 69° 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° 53' 21" E along the City of Black Hawk Boundary a distance of 710.26 feet;

thence N 47° 00' 48" E a distance of 314.68 feet;

thence S 42° 58' 23" E a distance of 169.95 feet;

thence S 47° 01' 18" W a distance of 320.86 feet;

thence S 40° 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° 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° 28' 12" W a distance of 24.56 feet;
2. N 50° 23' 24" W a distance of 26.25 feet;
3. N 53° 50' 43" W a distance of 25.59 feet;
4. N 53° 43' 00" W a distance of 33.90 feet;
5. N 52° 37' 45" W a distance of 28.19 feet;
6. N 51° 12' 12" W a distance of 30.55 feet;
7. N 49° 32' 52" W a distance of 30.52 feet;
8. N 48° 21' 34" W a distance of 28.91 feet;
9. N 47° 37' 34" W a distance of 28.24 feet;
10. N 45° 09' 35" W a distance of 27.49 feet;
11. N 43° 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.

Together with 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 00°14'12" E along the east line of the NE $\frac{1}{4}$ 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.

Together with 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.

Together with 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.

Together with 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 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 $\frac{1}{4}$ of said Section 18 and the City of Black Hawk Patented Boundary;

thence S 89° 38' 09" E along said east-west centerline 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.

Together with 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 $\frac{1}{4}$ 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 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 $\frac{1}{16}$ th 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;

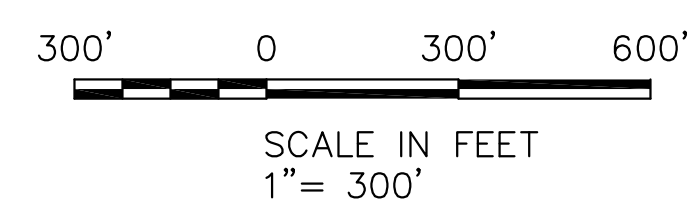
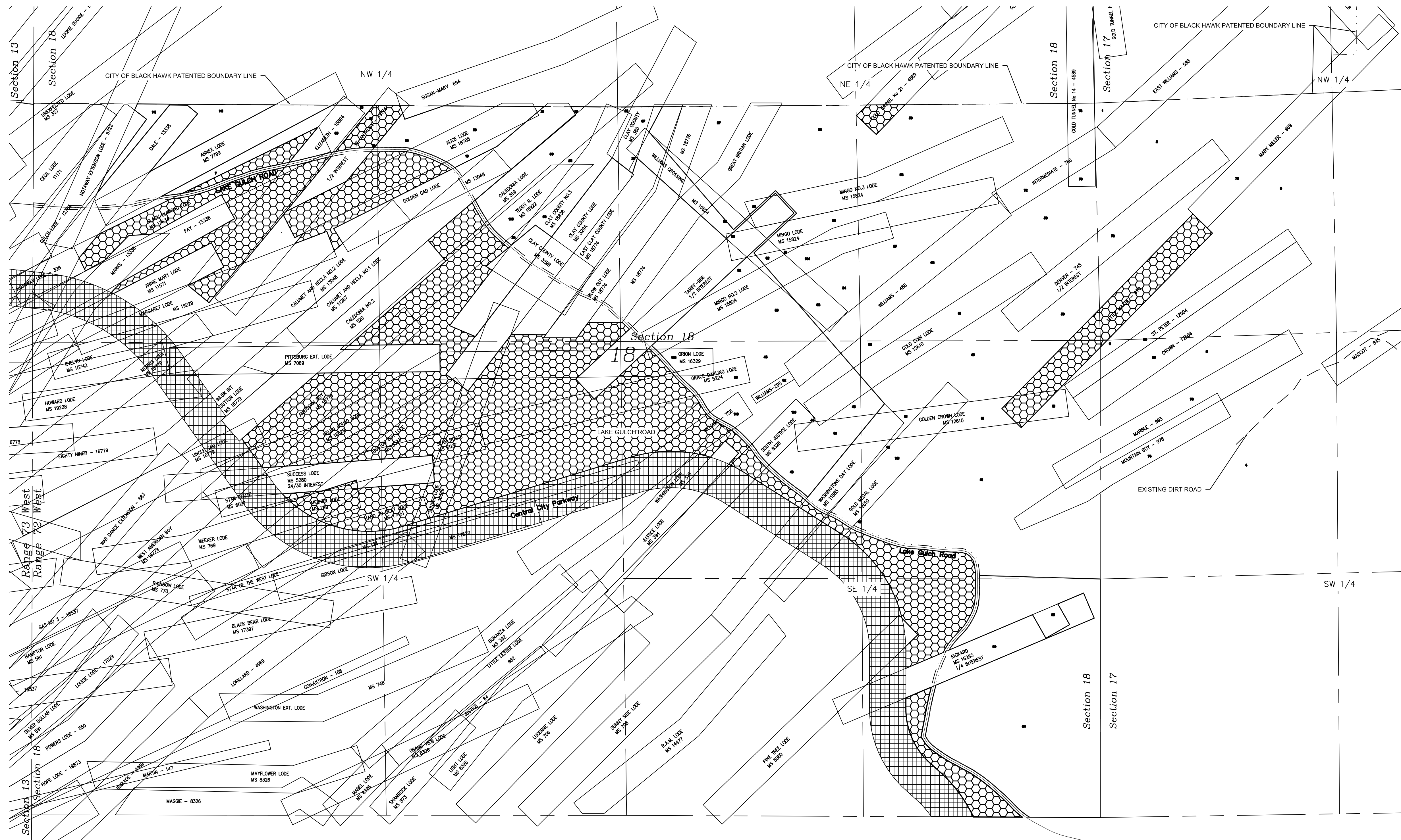
thence S 34° 54' 36" E along line 2-3 of said Mascot Lode a distance of 146.65 feet to the point of intersection with the north-south centerline of the SW ¼ of said Section 17;

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
(2021 Annexation Property)


LOCATED IN SECTIONS 17 & 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST
OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO



LEGEND:

- Section, Quarter Section or One Sixteenth Line
- Parcel Boundary Line
- Mineral Survey Boundary Line
- BLM/GLO Government Lot Number
- Title Commitment Parcel Number
- 2021 Annexation parcels

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REVISIONS	

JOINT PETITION FOR EXCLUSION, EXHIBIT C LAKE GULCH WHISKEY RESORT, GILPIN COUNTY, COLORADO		DATE: 09/07/2021
<i>His Consultants, Inc.</i> 12041 W. Louisiana Ave. Lakewood, Colorado 720-273-9940		DRAWN BY: DEA SCALE: shown SHEET NO. 2 of 2

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 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.

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, 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 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 $\frac{1}{4}$ 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.

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.

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.

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.

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 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.

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.

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°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.

RESOLUTION 62-2021
A RESOLUTION
APPROVING THE
COMMERCIAL LEASE
WITH THE WOODBURY
COLLECTIVE
CORPORATION FOR THE
PROPERTY LOCATED AT
327 GREGORY STREET,
BLACK HAWK,
COLORADO

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

Resolution No. 62-2021

**TITLE: A RESOLUTION APPROVING THE COMMERCIAL LEASE WITH THE
 WOODBURY COLLECTIVE CORPORATION FOR THE PROPERTY
 LOCATED AT 327 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 The
Woodbury Collective Corporation. for the property located at 327 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 September, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Commercial Lease with The Woodbury Collective Corporation for the Property Located at 327 Gregory Street, Black Hawk, Colorado.

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

MOTION TO APPROVE: Resolution 62-2021, A Resolution Approving the Commercial Lease with The Woodbury Collective Corporation for the Property Located at 327 Gregory Street, Black Hawk, Colorado.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The attached Commercial Lease has a term of roughly 40 months, expiring on December 31, 2024. The monthly rent of \$1,142.00 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: September 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:

Lance Hillis

Lance Hillis, Finance Director

REVIEWED BY:

Stephen N. Cole

Stephen N. Cole, City Manager

Commercial Lease

This Lease is made between the City of Black Hawk, herein called the City, and The Woodbury Collective Corporation, 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 327 Gregory Street, Black Hawk, Colorado 80422, (aka The Woodbury House) (Approx. 2,283 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 September 8, 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 One Hundred and Forty-Two dollars (\$1,142.00) 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 Seventy-Three Dollars (\$73.00), 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 One Thousand and Forty-Two Dollars (\$1,042.00). 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 \$100.00 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 Ten Thousand Dollars (\$10,000.00). Specific Tenant improvements and eligibility for the allowance will be approved by the City in advance. 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 and or Service Location. Tenant shall use and occupy the Premises for a retail establishment, as well as a studio, workshop, classroom 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. As proposed in the Business Plan, it is the expectation of the City that the Tenant have the building open to walk-up foot traffic during certain times.

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 we plan to have built a substantial artisan/practitioner membership base that will be open daily during peak season, with a closed day in the slower seasons. We will have dedicated service 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 service 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 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 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.

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: The Woodbury Collective Corporation
Attn: Sadie Schultz
315 Juniper Rd
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 8-2- day of Sept, 201.

CITY OF BLACK HAWK, COLORADO

By:

David. D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

TENANT

The Woodbury Collective Corporation

By:

[Signature]
Lindsay Gianola, Owner

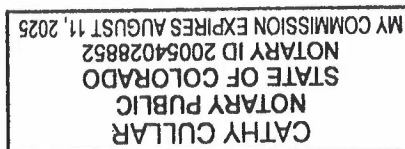
STATE OF COLORADO)

) ss.

COUNTY OF Gilpin)

Subscribed and sworn to before me this 2 day of Sept, 2021, by
_____ as Owner of The Woodbury Collective Corporation.

My Commission expires:



[S E A L]

Cathy Cullen
Notary Public

TENANT

The Woodbury Collective Corporation

By: Sadie Schultz
Sadie Schultz, Owner

STATE OF COLORADO)
) ss.
COUNTY OF)

Subscribed and sworn to before me this _____ day of _____, 2021, by _____ as Owner of The Woodbury Collective Corporation.

My Commission expires:

[S E A L]

CATHY CULLAR
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20054028852
MY COMMISSION EXPIRES AUGUST 11, 2025

Catherine Cullar
Notary Public

EXHIBIT A

The premise located at 327 Gregory Street consists of approximately 2,283 square feet of space, including 1,361 S.F. of first floors area and 922 S.F. of second floor area.

EXHIBIT B

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:

1. ALL INTERIOR FINISHES ARE TO BE CLASS A FINISHES WITH FLAME SPREAD OF 0-25, SMOKE DEVELOPED 0-450, AND SHALL COMPLY WITH 2015 INTERNATIONAL BUILDING CODE CHAPTER 8 REQUIREMENTS.

FLOOR PLAN - GENERAL NOTES:

1. LEVEL FLOOR FRAMING, RE: STRUCT.
2. FINISHED FLOOR 100'-0" = 8123.4 USGS
3. ALL SHADED WALLS ARE NEW, SEE SYSTEM NOTES ON SHEET A400 FOR CONSTRUCTION.
4. CONC. AND MASONRY DIMENSIONS ARE TO FACE OF CONC. OF MASONRY. WOOD STUD CONSTRUCTION IS DIMENSIONED TO FACE OF FINISHED MATERIAL, U.N.O.
5. 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:

- 1 30x36 CRAWL SPACE ACCESS RE: 5/A500.
- 2 24x36 ATTIC ACCESS RE: 10/A404.
- 3 RADON EXHAUST FAN, RE: MECH. PROVIDE SLEEVE AT FOUNDATION WALL.
- 4 FLUES AND DUCTS, RE: MECH.
- 5 DOWNSPOUT TO UNDERGROUND DRAIN.
- 6 METAL HANDRAIL RE: 11/A404.
- 7 NOT USED.
- 8 DECORATIVE CONCRETE SUPPORTED BY HOUSE FOUNDATION
- 9 RECESSED FIRE EXTINGUISHER CABINET. TOP OF CABINET @ 4'-6" AFF. RE: 5/A404.
- 10 42" HT. EXT. WOOD GUARDRAIL.
- 11 COORDINATE RISER HEIGHT WITH CIVIL GRADING PLANS. RISER HEIGHT SHALL NOT EXCEED 7 INCHES.
- 12 WRAP COLUMNS IN (2) LAYERS GYP.BD. SEE FIRE RESISTIVE COLUMN DETAILS SHEET A405.
- 13 DUCTS EXTENDING FROM CRAWL SPACE TO 2ND FLOOR ATTIC TO BE FIRE STOPPED PER 9/A405.
- 14 OVER FRAME 36"x44" LANDING (SLOPE 1/4" FT. MAX.). COVER W/ SPECIFIED ROOFING.

BUILDING SQUARE FOOTAGE

FIRST FLOOR:	1,361 SF
SECOND FLOOR:	922 SF
TOTAL:	2,283 SF

5	11/15/19	CONSTRUCTION "YELLOW SET"
4	10/23/19	CONSTRUCTION SET REVIEW REVISIONS
3	08/23/19	CONSTRUCTION SET
2	05/13/19	PERMIT SUBMISSION
1	03/01/19	DO SUBMISSION
NO.	DATE	REVISION

PEH ARCHITECTS

1720 14th Street Suite 100
Boulder, CO 80302
303-442-0408

WOODBURY HOUSE GREGORY STREET PLAZA

321 GREGORY STREET
BLACK HAWK, CO, 80422

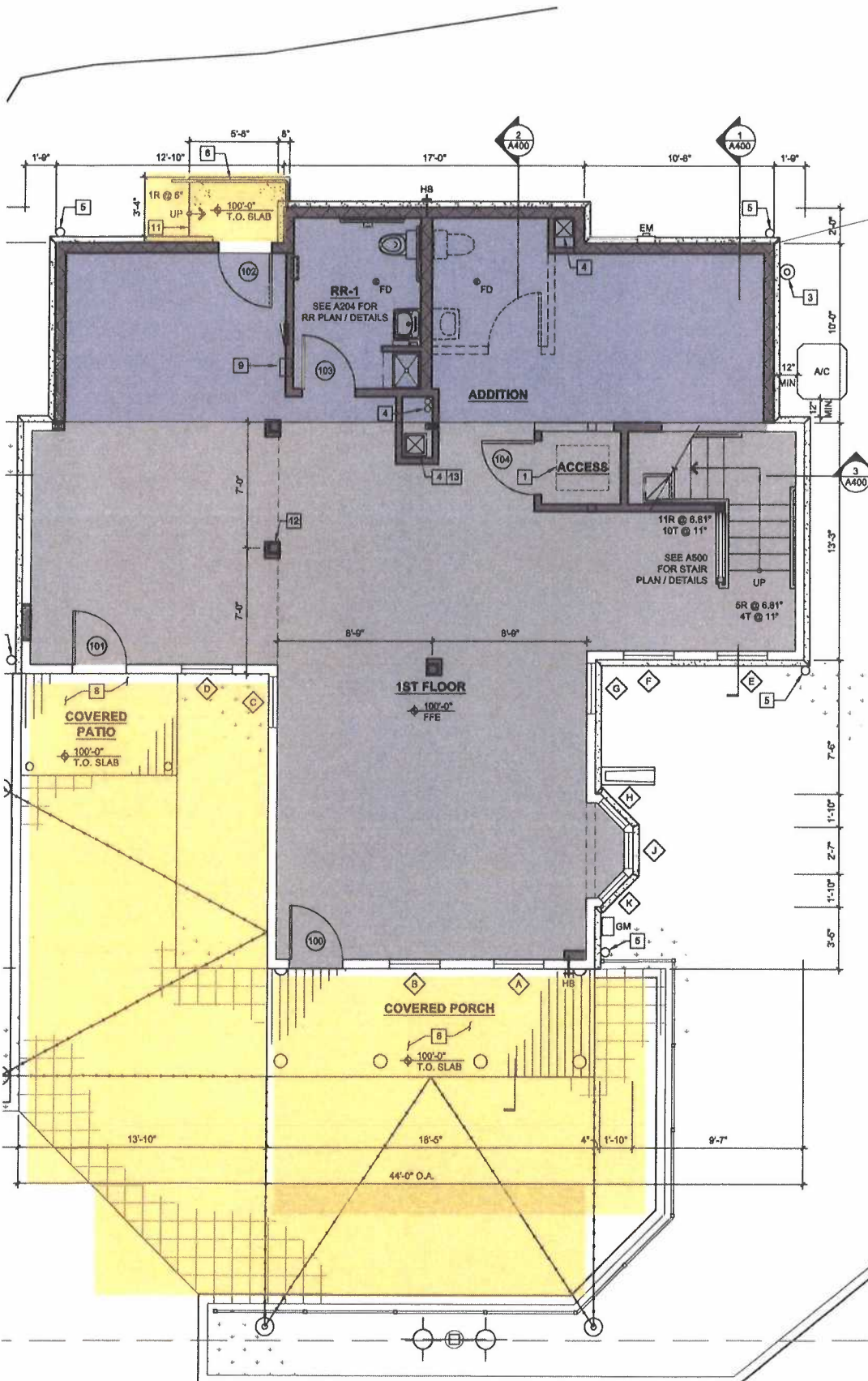
SHEET TITLE

FLOOR PLANS

PROJECT: 2018.30
DATE: 11/29/18
DRAWN BY: MEB
CHECKED BY: PEH

103 of 103

SHEET NUMBER
A202



1 FIRST FLOOR PLAN

1/4" = 1'-0"

0 2 4