

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB26

ORDINANCE NUMBER: 2020-26

TITLE: AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN GILPIN COUNTY, THE CITY OF BLACK HAWK, AND THE CITY OF CENTRAL REGARDING LAKE GULCH ROAD

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

Section 1. The City Council hereby approves the Intergovernmental Agreement between Gilpin County, the City of Black Hawk, and the City of Central regarding Lake Gulch Road, attached hereto as **Exhibit A**, and authorizes the Mayor to execute the same on behalf of the City.


Section 2. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

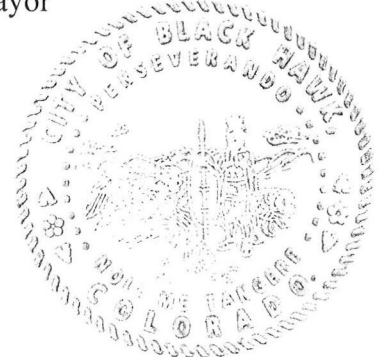
Section 4. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 23rd day of September, 2020.

ATTEST:


Melissa A. Greiner, CMC, City Clerk


David D. Spellman, Mayor



**INTERGOVERNMENTAL AGREEMENT BETWEEN GILPIN COUNTY, THE CITY OF BLACK HAWK, AND THE CITY
OF CENTRAL REGARDING LAKE GULCH ROAD**

RECITALS

WHEREAS, this intergovernmental agreement ("IGA" or "Agreement") memorializes certain prior agreements between Gilpin County and the City of Black Hawk ("Black Hawk"), and includes the assumption of certain obligations by the City of Central ("Central City") related to the maintenance, future improvement and control of Lake Gulch Road as set forth in that Settlement Agreement and Mutual Release to which Black Hawk and Central City are parties, dated June 19, 2020 (the "City Settlement");

WHEREAS, Gilpin County previously consented to the annexation of certain property into Black Hawk by Proximo Distillers, LLC, which property is shown on the attached **APPENDIX 1** ("Property"), and commonly known as the Lake Gulch Whiskey Resort Development;

WHEREAS, Gilpin County executed a written Consent to Annexation Agreement on March 24, 2020, and in consideration for Gilpin County's consent to the annexation, Black Hawk agreed to undertake certain obligations, maintenance and other requirements regarding Lake Gulch Road;

WHEREAS, development of the Property will impact the use and maintenance of Lake Gulch Road, and includes certain real property owned by Gilpin County known as the Black Diamond Mining Claim, Mineral Survey number 17634, ("Black Diamond Mining Claim"). The portions of Lake Gulch Road impacted are shown on the attached **APPENDIX 2**. The Black Diamond Mining Claim impacted is shown on the attached **APPENDIX 3**; and

WHEREAS, the City Settlement provides that Central City shall be responsible for the maintenance, future improvement, and control of Lake Gulch Road from the current municipal boundary of Central City proximate to Exit 7 of the Central City Parkway to the current boundary of Black Hawk as modified by the annexation of the Property. The separate portions of Lake Gulch Road for which Central City and Black Hawk are responsible are shown in **APPENDIX 2**.

NOW, THEREFORE, in consideration of the mutual promises and consideration provided herein, the Board of County Commissioners for the County of Gilpin ("Board"), Black Hawk, and Central City agree to the following:

AGREEMENT

1. Definitions:

- 1.1. "Lake Gulch Road" shall be defined as that portion of the prescriptive roadway currently identified as approximately twenty two (22) feet in width, or such greater width that has been prescriptively used, extending from the Lake Gulch Road/Miners Mesa Road roundabout extending west to the Central City's municipal boundary, as more particularly described on **APPENDIX 2**, attached hereto and incorporated herein by this reference.
- 1.2. "Maintenance" shall be defined as snow plowing/removal, grading, and performing general maintenance comparable to the maintenance level performed on other Gilpin County gravel roads. Maintenance shall be required for the complete width of the Lake Gulch Road right of way including

any greater width prescriptively used or acquired by Black Hawk or Central City as described herein. Gilpin County has provided its standards for maintenance of gravel roads and/or current maintenance schedule for Lake Gulch Road to Black Hawk and Central City, which are attached as **APPENDIX 4**.

2. Gilpin County Conveyance of Portions of Lake Gulch Road by Quit Claim Deeds to Black Hawk and Central City and Maintenance Requirements:

- 2.1. Within ten (10) days of final execution of this Agreement, Gilpin County will convey to Black Hawk, by Quit Claim Deed, the portion of Lake Gulch Road shown in blue and marked on **APPENDIX 2** ("BH LGR"). The form of Quit Claim Deed to Black Hawk is attached as **APPENDIX 5**. Upon execution of the Quit Claim deed by Gilpin County, Black Hawk shall perform all Maintenance of the BH LGR.
- 2.2. Within ten (10) days of final execution of this Agreement, Gilpin County will convey to Central City, by Quit Claim Deed, the portion of Lake Gulch Road shown in green and marked on **APPENDIX 2** ("CC LGR"). The form of Quit Claim Deed to Central City is attached as **APPENDIX 6**. Upon execution of the Quit Claim deed by Gilpin County, Central City shall perform all Maintenance of the CC LGR.

3. Additional Required Lake Gulch Road Improvements by Black Hawk and Central City:

- 3.1. Black Hawk shall make additional road improvements to the BH LGR commencing within five (5) years of the first Certificate of Occupancy of the Lake Gulch Whiskey Resort Development. Improvements will include twenty-four (24) feet of paved roadway with appropriate drainage ditches, and a design including appropriate lighting, if any, shall be submitted to the County for its review and comment no later than 90 days prior to Black Hawk commencing the BH LGR improvements. The BH LGR shall be further improved to the standard of a municipal public roadway and comply with such greater or heightened standards required for municipal roadways.
- 3.2. Central shall make additional road improvements to the CC LGR on a schedule to be determined by Central City, and subject to availability of funding. Improvements will include twenty-four (24) feet of paved roadway with appropriate drainage ditches, and a design including appropriate lighting, if any, shall be submitted to the County for its review and comment no later than 90 days prior to Central City commencing the CC LGR improvements. The CC LGR shall meet the minimum applicable standards for a local road or low-volume road as set forth in the *City of Central Standards and Specifications for Design and Construction*. The County shall further convey to Black Hawk that portion of the Black Diamond Mining Claim required for the improvement of Lake Gulch Road including an additional nineteen (19) feet for a total of thirty (30) feet from the centerline of Lake Gulch Road in order to widen Lake Gulch Road.
- 3.3. The County shall provide non-financial support to Black Hawk and Central City for the widening of Lake Gulch Road, thirty (30) feet from the centerline, through the Proximo Lake Gulch Whiskey Resort Development, as shown on **APPENDIX 1** and generally for the portions of the BH LGR and CC LGR as shown on **APPENDIX 3**. Non-financial support means and is limited to providing information on the County's historic use, maintenance, and control of Lake Gulch Road if requested by Black

Hawk or Central City. Non-financial support does not include money or other funding, equipment, personnel, labor, or liability.

4. **Future Annexation and Development by Central City and Black Hawk.** This Agreement does not limit Gilpin County's powers, rights, requirements, or decision-making authority regarding proposed future annexations or development by Central City or Black Hawk.
5. **Lake Gulch Road Remains Public Road.** Lake Gulch Road shall remain a public road accessible to the County and all County residents and the general public. Neither Black Hawk or Central City shall unreasonably withhold or deny access to any portion of Lake Gulch Road. The CC LGR and BH LGR shall be considered municipal public roadways, with the BH LGR and CC LGR shown in color and marked on **APPENDIX 3** being the respective municipal roads of each City.
6. **Termination of the 1999 Growth IGA between Black Hawk, Central City and Gilpin County.** Black Hawk, Central City, and Gilpin County terminated the 1999 Growth IGA on June 23, 2020 with the execution of a new intergovernmental agreement in which Black Hawk and Central City agreed to certain growth areas for each City ("Cities' Amended Growth IGA"). Gilpin County was a party to the Cities' Amended Growth IGA for the sole purpose of terminating the 1999 Growth IGA. The Cities' Amended Growth IGA has no effect or limitation on Gilpin County's legal powers, rights, decision-making ability, or restrict Gilpin County in any way in areas of unincorporated Gilpin County or elsewhere as the County may otherwise have authority, powers, or legal rights under the law.
7. **Purchase of Black Diamond Mining Claim by Proximo Distillers, LLC.** This Agreement is contingent on Proximo Distillers, LLC purchasing that portion of the Black Diamond Mining Claim lying south of the required improved Lake Gulch Road in Section 3.2 above from the County for Twelve Thousand Dollars per acre, or a total approximate amount of \$28,440.
8. **Remedies.** To the extent permitted by law, each party hereto shall have the right to enforce each and every provision of this Agreement with the remedy of specific performance or any other remedy that exists at law or equity.
9. **General Provisions.**
 - 9.1 **Notices.** All notices, demands, requests, or other communications required under this Agreement which are in writing shall be deemed to be received only if delivered personally or mailed by registered or certified mail, return-receipt requested, in a postage paid envelope, or sent by facsimile transmission, or sent by Federal Express addressed to the party at the address it has designated below or to such other address as any party may from time to time designate to the others by notice given pursuant to this Section 9.1.

City of Black Hawk

Stephen N. Cole, City Manager - SCole@cityofblackhawk.org or current City Manager
City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422

With copy to:

Corey Y. Hoffmann – cyhoffmann@hpwclaw.com
Hoffmann, Parker, Wilson & Carberry, P.C.
511 16th Street, Suite 610
Denver, Colorado 80202

City of Central

Daniel R. Miera, City Manager - manager@cityofcentral.co or current City Manager
City of Central
P.O. Box 249
Central City, Colorado 80427

With Copy to:

Marcus A. McAskin – marcus@mcm-legal.com or current City Attorney
Michow Cox & McAskin LLP
6530 South Yosemite Street, Suite 200
Greenwood Village, CO 80111

Gilpin County

Abel Montoya – amontoya@gilpincounty.oeg or current County Manager
Gilpin County
P.O. Box 366
Central City, CO 80427

With Copy to:

Bradford R. Benning, County Attorney – bbenning@gilpincounty.org or current County Attorney
P.O. Box 366
Central City, CO 80427

Any party may change the address for notice by notice to the other Parties or person or firm designated as specified herein. Any such notice, demand, request or other communication shall be deemed to have been given upon such personal delivery, facsimile transmission, or three (3) days following when the same is mailed or sent by regular mail, or one (1) day following when the same is sent by overnight delivery.

9.2. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. It is specifically agreed that insolvency or bankruptcy of any party shall not terminate this Agreement.

9.3. Interpretation of Agreement. Because this Agreement is the result of mutual negotiation and drafting, in the event this Agreement is deemed to be ambiguous or vague, the Parties agree with the rule of construction that "ambiguities shall be construed against the drafter" shall not apply.

9.4. Choice of Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Colorado.

9.5. Attorney Fees. Should any party employ attorneys to enforce against any other party hereto, any provisions hereof, or to protect its interest or recover damages from any other party hereto for breach of this Agreement, the non-prevailing party in any action or part thereof agrees to pay the prevailing party all reasonable costs, damages, and expenses, including attorney fees expended or incurred in connection therewith.

9.6. Invalidity of Terms. If any term, claim, clause or provision of this Agreement shall be judged to be invalid, the validity and effect of any other term, claim, clause or provision shall not be affected; and such invalid term, claim, clause or provision shall be deemed deleted from this Agreement in a manner to give effect to the remaining terms, claims, clauses or provisions.

9.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes, and all of which when taken together shall constitute one and the same Agreement.

9.8. Authority. Each of the undersigned represents as to itself that each has the authority to execute this Agreement.

9.9. Forum Selection. Any action brought to enforce the terms and provisions of this Agreement or alleging a breach hereof shall be brought only in the District Court in Gilpin County, Colorado.

9.10. Consents/Approvals. Wherever this Agreement calls for the consent or approval of any party hereto, with respect to which consent or approval under this Agreement is not self-executing, in order to be effective, such consent or approval shall be in the form of a Resolution or Ordinance duly enacted by the City Council or the County Commissioners as appropriate.

9.11. Entire Agreement. This Agreement constitutes the entire understanding, contract, and agreement between the Parties as to the subject matters herein set forth, and this Agreement only supersedes prior written or oral understandings, agreements, and commitments, formal or informal, relative thereto between all the Parties hereto. No change, modification, alteration, or amendment to this Agreement shall be binding upon the Parties except as specifically expressed in writing, making reference to this Agreement and signed by all of the Parties hereto agreeing to be bound thereby.

9.12. Boundary and Road Location Arbitration. It is mutually agreed and understood that the boundaries and Lake Gulch Road described may have not been surveyed and legal descriptions created to define the areas described herein may not have been prepared by a professional land surveyor. The areas defined have been created using Geographic Information System (GIS) data and mapping from Gilpin County's website. If the boundary line(s) become in dispute, it is mutually agreed that Black Hawk and Central City will solicit professional impartial arbitration and engage a professional surveyor to determine the boundary lines. The arbitrator shall be selected by mutual written consent of Central City and Black Hawk. It is mutually agreed that both Central and Black Hawk will accept the results of this arbitration, without appeal or a subsequent legal action in an effort to overturn the arbitrator's decision.

Black Hawk and Central City shall be solely responsible for this undertaking. Gilpin County shall not have any financial obligations or liability related to these matters.

9.13. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) set forth below.

CITY OF CENTRAL, COLORADO

BY: _____
Jeremy Fey, Mayor

ATTEST: _____
Reba Bechtel, City Clerk

DATE: _____

CITY OF BLACK HAWK, COLORADO

BY: _____
David D. Spellman, Mayor

ATTEST: _____
Melissa Greiner, City Clerk

DATE: September 23, 2020

COUNTY OF GILPIN, COLORADO

BY: _____
Gail Watson, Chair

ATTEST: _____
Sharon Cate, Deputy to the Board of County Commissioners

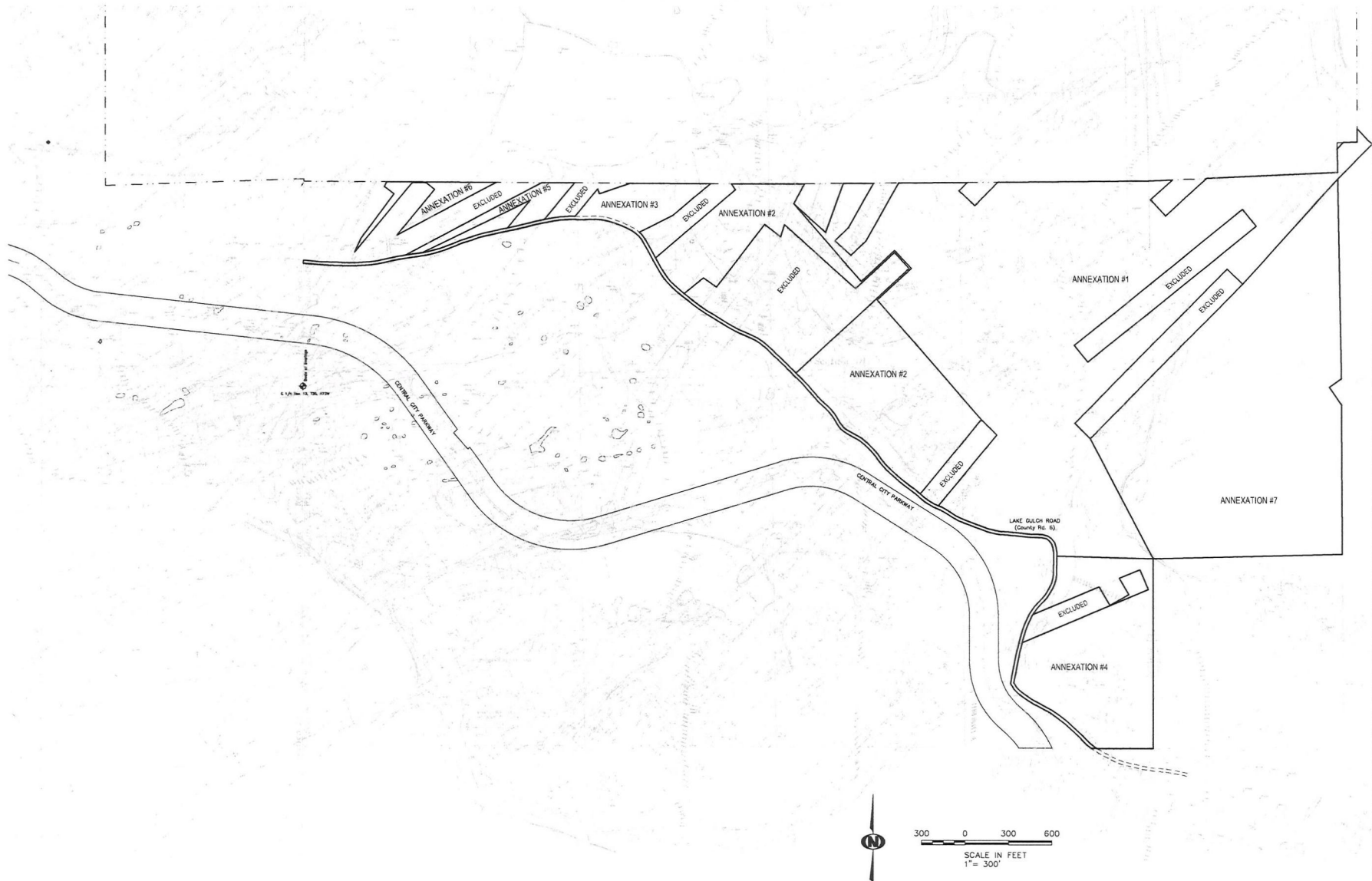
DATE: September 15, 2020

LAKE GULCH WHISKEY RESORT

ANNEXATION EXHIBIT TO THE CITY OF BLACK HAWK

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

EXHIBIT
A



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



MOUNTAIN WHISKEY
DISTILLERY PROJECT
Black Hawk, Colorado

DISCLAIMER:
THESE DOCUMENTS ARE PROVIDED BY
COBURN ARCHITECTURE, INC. FOR THE
CONVENIENCE OF THIS SPECIFIC PROJECT
AND CANNOT BE USED FOR ANY OTHER
PROJECT. COBURN ARCHITECTURE, INC.
SHALL BE RESPONSIBLE FOR ALL
CONSTRUCTION, PERMITS, AND
NECESSARY MATERIALS REQUIRED FOR THE
SUCCESSFUL COMPLETION OF THE PROJECT.
THIS INCLUDES BUT IS NOT LIMITED TO THE
QUALITY OF WORKMANSHIP AND MATERIALS
REQUIRED FOR THE COMPLETION OF THE
PROJECT. COBURN ARCHITECTURE, INC.
SHALL NOT BE RESPONSIBLE FOR ANY
CONSTRUCTION, PERMITS, AND
NECESSARY MATERIALS REQUIRED FOR THE
COMPLETION OF THE PROJECT. COBURN
ARCHITECTURE, INC. SHALL NOT BE
RESPONSIBLE FOR ANY CONSTRUCTION,
PERMITS, AND NECESSARY MATERIALS
REQUIRED FOR THE COMPLETION OF THE
PROJECT OR DELAYATIONS.

TRAFFIC IMPACT STUDY			
NO.	DESCRIPTION	DATE	BY
1	INITIAL STUDY	10/1/2018	J. J. J.

ANNEXATION NO. 1 TO THE CITY OF BLACK HAWK - Exhibit A

COUNTY OF GILPIN, STATE OF COLORADO

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:

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

EXCEPT the Denver Lead, US Mineral Survey 745, total parcel containing 95.35 acres more or less

Boulder, Colorado
01-303-442-3351

720-273-9940



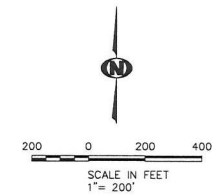
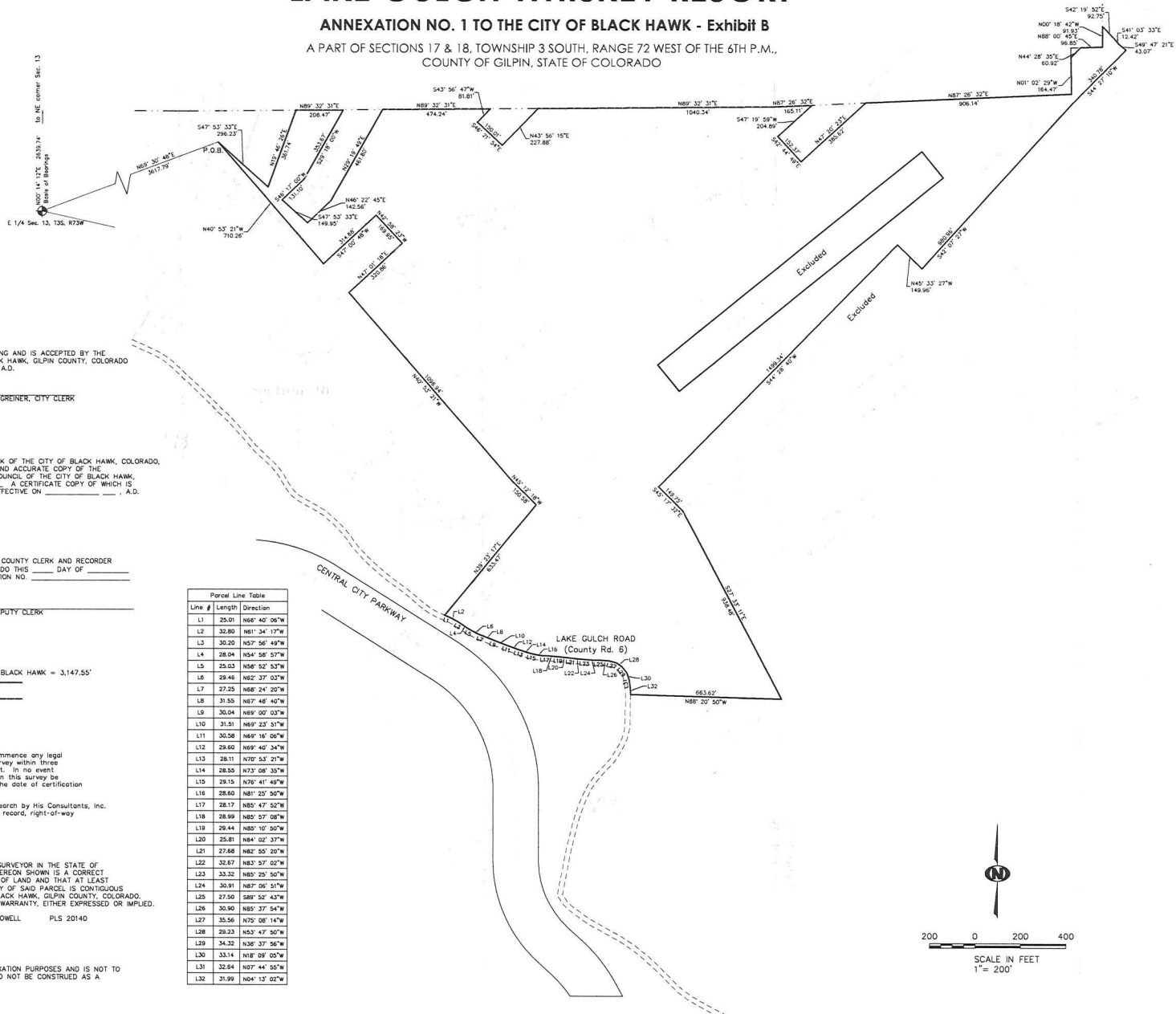
Black Hawk, Colorado

DISCREPANCIES IN THE DRAWINGS FIELD
CONDITIONS OR DIMENSIONS.

$\frac{d}{dt} \left(\frac{\partial L}{\partial \dot{x}} \right)$	$=$	$\frac{\partial L}{\partial x}$
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LAKE GULCH WHISKEY RESORT

ANNEXATION NO. 1 TO THE CITY OF BLACK HAWK - Exhibit B
A PART OF SECTIONS 17 & 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M.,
COUNTY OF GILPIN, STATE OF COLORADO



MAYOR'S CERTIFICATE

THE FOREGOING PLAT IS APPROVED FOR FILING AND IS ACCEPTED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, GILPIN COUNTY, COLORADO THIS ____ DAY OF _____, A.D.

DAVID D. SPELLMAN _____ MELISSA GREINER, CITY CLERK

CITY CLERK'S CERTIFICATE

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

CITY CLERK _____

CLERK AND RECORDER'S CERTIFICATE

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

GILPIN COUNTY CLERK AND RECORDER _____ DEPUTY CLERK _____

NOTES

TOTAL PERIMETER, THIS PLAT = 18,824.91'
1/6 TOTAL PERIMETER = 3,137.49'
PERIMETER CONTIGUOUS TO EXISTING CITY OF BLACK HAWK = 3,147.55'
DENOTES BOUNDARY OF LAND ANNEXED _____
DENOTES CONTIGUOUS CITY BOUNDARY _____

1. NOTICE:

According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

2. This Survey does not constitute a title search by His Consultants, Inc. to determine ownership or easements of record, right-of-way and title of record.

SURVEYOR'S CERTIFICATE

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

DOUGLAS L. HOWELL PLS 20140

NOTICE

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



COBURN
ARCHITECTURE

2840 28th Street, Suite 200
Boulder, Colorado
P: 303-442-3351

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



TINCUP
MOUNTAIN WHISKEY

DISTILLERY PROJECT
Black Hawk, Colorado

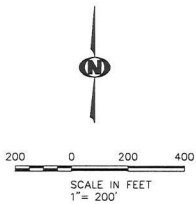
DISCLAIMER:
THESE DOCUMENTS ARE PROVIDED BY COBURN ARCHITECT, INC. FOR THE DISSEMINATION OF THIS SPECIFIC PROJECT AND ONLY THIS FIRM'S QUALITY CONTROL SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION COORDINATION, SET-OUTS AND MATERIALS REQUIRED FOR THE SUCCESSFUL COMPLETION OF THE PROJECT. THIS INCLUDES BUT IS NOT LIMITED TO THE QUALITY OF WORKMANSHIP AND MATERIALS REQUIRED FOR CONSTRUCTION OF THESE DOCUMENTS AND WORK OR MATERIALS SUPPLIED BY ANY SUB-CONTRACTORS. ALL WORK SHALL COMPLY WITH GOVERNING CODES AND ORDINANCES. THE CONTRACTOR SHALL REVIEW AND APPROVE ALL DOCUMENTS AND SHALL NOTIFY THE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES IN THE DRAWING FIELD CONDITIONS OR DIMENSIONS.

REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMIT	10/20/2014	DLH

LAKE GULCH WHISKEY RESORT

ANNEXATION NO. 2 TO THE CITY OF BLACK HAWK - Exhibit B

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



MAYOR'S CERTIFICATE

THE FOREGOING PLAT IS APPROVED FOR FILING AND IS ACCEPTED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, GILPIN COUNTY, COLORADO THIS ____ DAY OF _____, A.D.

DAVID D. SPELLMAN _____ MELISSA GREINER, CITY CLERK

CITY CLERK'S CERTIFICATE

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

CITY CLERK _____

CLERK AND RECORDER'S CERTIFICATE

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

GILPIN COUNTY CLERK AND RECORDER _____ DEPUTY CLERK _____

NOTES

TOTAL PERIMETER, THIS PLAT = 9,549.19'
1/8 TOTAL PERIMETER = 1,591.53'
PERIMETER CONTIGUOUS TO EXISTING CITY OF BLACK HAWK = 3,117.35'
DENOTES BOUNDARY OF LAND ANNEXED _____
DENOTES CONTIGUOUS CITY BOUNDARY _____

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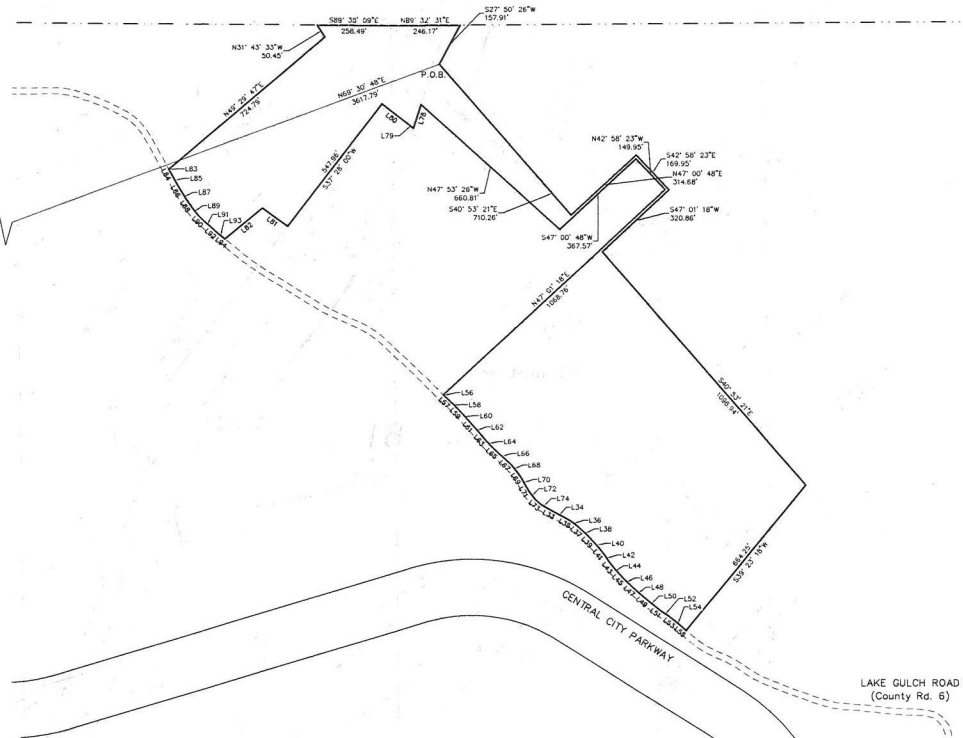
DOUGLAS L. HOWELL PLS 20140

NOTICE

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Parcel Line Table		
Line #	Length	Direction
L33	33.59	N61° 44' 13"W
L34	33.52	N41° 25' 24"W
L35	29.16	N59° 56' 24"W
L36	26.06	N01° 35' 18"W
L37	26.55	N49° 06' 25"W
L38	27.74	N45° 20' 47"W
L39	27.86	N43° 58' 04"W
L40	30.25	N42° 43' 23"W
L41	28.83	N37° 44' 53"W
L42	30.46	N34° 08' 31"W
L43	29.88	N30° 01' 46"W
L44	27.54	N42° 12' 45"W
L45	28.13	N43° 37' 15"W
L46	27.49	N45° 08' 30"W
L47	28.24	N47° 37' 34"W
L48	28.91	N48° 21' 34"W
L49	30.52	N49° 32' 52"W
L50	30.55	N51° 12' 12"W
L51	28.19	N52° 37' 45"W
L52	33.90	N52° 43' 00"W
L53	25.59	N52° 56' 42"W
L54	28.29	N50° 22' 24"W
L55	24.56	N46° 26' 13"W
L56	5.81	N44° 25' 34"W
L57	32.58	N47° 18' 09"W
L58	26.51	N44° 56' 55"W
L59	25.71	N42° 17' 50"W
L60	35.85	N41° 52' 51"W
L61	32.31	N41° 29' 04"W
L62	32.61	N41° 30' 58"W
L63	30.10	N39° 46' 26"W
L64	31.29	N43° 51' 36"W
L65	31.08	N47° 25' 27"W
L66	35.15	N47° 37' 34"W
L67	25.97	N46° 02' 34"W
L68	38.09	N38° 52' 14"W
L69	27.44	N32° 48' 48"W
L70	27.32	N29° 24' 22"W
L71	24.48	N30° 56' 40"W
L72	31.32	N37° 52' 43"W
L73	26.70	N49° 29' 24"W
L74	26.42	N59° 21' 59"W
L75	88.60	S17° 31' 51"W
L76	26.56	N51° 26' 36"W
L77	114.49	N52° 11' 23"W
L78	109.70	N54° 01' 58"W
L79	172.25	S50° 08' 44"W
L80	1.33	N28° 12' 54"W
L81	25.05	N28° 29' 34"W
L82	37.67	N29° 02' 31"W

Parcel Line Table		
Line #	Length	Direction
L86	33.92	N30° 53' 34"W
L87	28.92	N32° 21' 41"W
L88	32.85	N34° 37' 33"W
L89	34.04	N38° 27' 56"W
L90	32.08	N44° 59' 11"W
L91	29.52	N48° 19' 15"W
L92	31.64	N48° 45' 27"W
L93	30.12	N50° 32' 17"W
L94	4.07	N62° 00' 43"W



COBURN
ARCHITECTURE

2560 28th Street, Suite 200
Boulder, Colorado
80302-4423-3351

His Consultants, Inc.
Lakewood, Colorado
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TINCUP
MOUNTAIN WHISKEY

DISTILLERY PROJECT
Black Hawk, Colorado

DISCLAIMER
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REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	INITIALS		

[illegible][illegible]

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

3.	N 45° 38' 04"	W	distance of 28.06 feet
4.	N 43° 37' 26"	W	distance of 41.82 feet
5.	N 40° 55' 24"	W	distance of 43.21 feet
6.	N 48° 44' 08"	W	distance of 50.56 feet
7.	N 51° 07' 16"	W	distance of 56.52 feet
8.	N 51° 07' 16"	W	distance of 56.52 feet
9.	N 55° 46' 17"	W	distance of 62.86 feet
10.	N 55° 46' 17"	W	distance of 62.86 feet
11.	N 01° 28' 08"	W	distance of 33.24 feet
12.	N 01° 28' 08"	W	distance of 33.24 feet
13.	N 60° 16' 48"	W	distance of 29.46 feet
14.	N 59° 16' 05"	W	distance of 29.46 feet
15.	N 59° 16' 05"	W	distance of 29.46 feet
16.	N 54° 04' 04"	W	distance of 26.18 feet
17.	N 54° 04' 04"	W	distance of 26.18 feet
18.	N 52° 04' 36"	W	distance of 28.25 feet
19.	N 52° 04' 36"	W	distance of 28.25 feet
20.	N 44° 06' 01"	W	distance of 32.08 feet
21.	N 37° 02' 32"	W	distance of 23.56 feet

[illegible][illegible]

Sample	Mean	SD	Median	Mode	Range	Skewness	Kurtosis	Shapiro-Wilk	Normality
1	22.05	1.72	22.00	22.00	20.00-24.00	0.00	3.00	0.98	Normal
2	22.05	1.72	22.00	22.00	20.00-24.00	0.00	3.00	0.98	Normal
3	22.05	1.72	22.00	22.00	20.00-24.00	0.00	3.00	0.98	Normal
4	22.05	1.72	22.00	22.00	20.00-24.00	0.00	3.00	0.98	Normal
5	22.05	1.72	22.00	22.00	20.00-24.00	0.00	3.00	0.98	Normal
6	22.05	1.72	22.00	22.00	20.00-24.00	0.00	3.00	0.98	Normal
7	22.05	1.72	22.00	22.00	20.00-24.00	0.00	3.00	0.98	Normal
8	22.05	1.72	22.00	22.00	20.00-24.00	0.00	3.00	0.98	Normal
9	22.05	1.72	22.00	22.00	20.00-24.00	0.00	3.00	0.98	Normal
10	22.05	1.72	22.00	22.00	20.00-24.00	0.00	3.00	0.98	Normal
11	22.05	1.72	22.00	22.00	20.00-24.00	0.00	3.00	0.98	Normal
12	22.05	1.72	22.00	22.00	20.00-24.00	0.00	3.00	0.98	Normal
13	22.05	1.72	22.00	22.00	20.00-24.00	0.00	3.00	0.98	Normal
14	22.05	1.72	22.00	22.00	20.00-24.00	0.00	3.00	0.98	Normal
15	22.05	1.72	22.00	22.00	20.00-24.00	0.00	3.00	0.98	Normal
16	22.05	1.72	22.00	22.00	20.00-24.00	0.00	3.00	0.98	Normal
17	22.05	1.72	22.00	22.00	20.00-24.00	0.00	3.00	0.98	Normal
18	22.05	1.72	22.00	22.00	20.00-24.00	0.00	3.00	0.98	Normal
19	22.05	1.72	22.00	22.00	20.00-24.00	0.00	3.00	0.98	Normal
20	22.05	1.72	22.00	22.00	20.00-24.00	0.00	3.00	0.98	Normal
21	22.05	1.72	22.00	22.00	20.00-24.00	0.00	3.00	0.98	Normal
22	22.05	1.72	22.00	22.00	20.00-24.00	0.00	3.00	0.98	Normal
23	22.05	1.72	22.00	22.00	20.00-24.00	0.00	3.00	0.98	Normal
24	22.05	1.72	22.00	22.00	20.00-24.00	0.00	3.00	0.98	Normal
25	22.05	1.72	22.00	22.00	20.00-24.00	0.00	3.00	0.98	Normal
26	22.05	1.72	22.00	22.00	20.00-24.00	0.00	3.00	0.98	Normal
27	22.05	1.72	22.00	22.00	20.00-24.00	0.00	3.00	0.98	Normal
28	22.05	1.72	22.00	22.00	20.00-24.00	0.00	3.00	0.98	Normal
29	22.05	1.72	22.00	22.00	20.00-24.00	0.00	3.00	0.98	Normal
30	22.05	1.72	22.00	22.00	20.00-24.00	0.00	3.00	0.98	Normal
31	22.05	1.72	22.00	22.00	20.00-24.00	0.00	3.00	0.98	Normal
32	22.05	1.72	22.00	22.00	20.00-24.00	0.00	3.00	0.98	Normal
33	22.05	1.72	22.00	22.00	20.00-24.00	0.00	3.00	0.98	Normal
34	22.05	1.72	22.00	22.00	20.00-24.00	0.00	3.00	0.98	Normal
35	22.05	1.72	22.00	22.00	20.00-24.00	0.00	3.00	0.98	Normal
36	22.05	1.72	22.00	22.00	20.00-24.00	0.00	3.		



LAKEWOOD, COLORADO
720-273-9940

[illegible]

REVISION RECORD			
NO.	DESCRIPTION	DATE	BY
1	INITIAL DESIGN	10/1/80	J. J. J.

LAKE GULCH WHISKEY RESORT

ANNEXATION NO. 3 TO THE CITY OF BLACK HAWK - Exhibit B, 1 of 3

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



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Lakewood, Colorado
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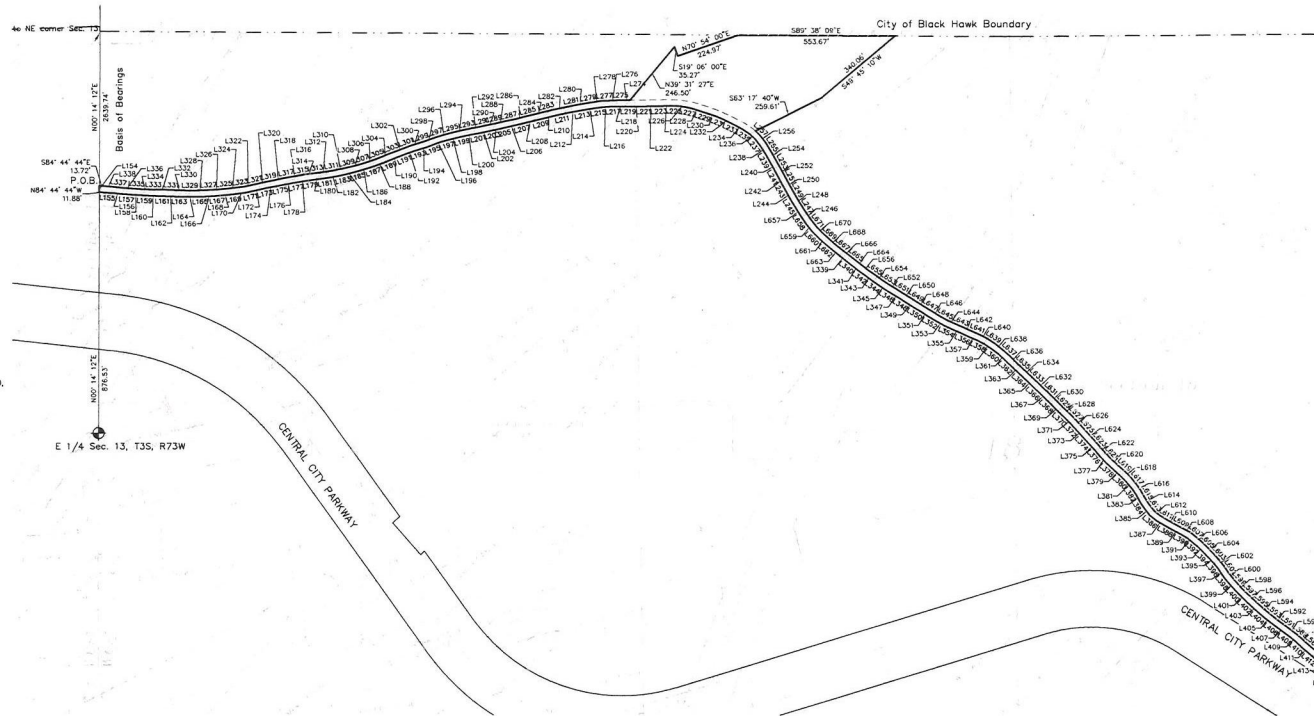
TINCUP
MOUNTAIN WHISKEY

DISTILLERY PROJECT
Black Hawk, Colorado

DISCLAIMER
THESE DOCUMENTS ARE PROVIDED BY COBURN ARCHITECTURE, INC. FOR THE DISSEMINATION OF THIS PROJECT. COBURN ARCHITECTURE, INC. SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION COORDINATION, MEETINGS AND MATERIALS REQUIRED FOR THE SUCCESSFUL COMPLETION OF THIS PROJECT. THIS INCLUDES BUT IS NOT LIMITED TO THE QUALITY OF WORKMANSHIP AND MATERIALS REQUIRED FOR CONSTRUCTION OF THESE DOCUMENTS AND WORK ON MATERIALS SUPPLIED BY ANY SUBCONTRACTORS. ALL WORK SHALL COMPLY WITH COLORADO CODES AND ORDINANCES. THE CONTRACTOR SHALL REVIEW AND INTERPRET ALL DOCUMENTS AND SHALL NOTIFY THE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES IN THE DRAWINGS, FIELD CONDITIONS OR DIMENSIONS.

PROJECT REVISION SHEET			
NO.	DESCRIPTION	DATE	BY
1	INITIALS		

See Sheet 3 of 4 for continuation



MAYOR'S CERTIFICATE
THE FOREGOING PLAT IS APPROVED FOR FILING AND IS ACCEPTED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, GILPIN COUNTY, COLORADO THIS ____ DAY OF _____, A.D.

DAVID D. SPELLMAN _____ MELISSA GREINER, CITY CLERK

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

CITY CLERK _____

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

GILPIN COUNTY CLERK AND RECORDER _____ DEPUTY CLERK _____

NOTES
TOTAL PERIMETER, THIS PLAT = 16,937.99'
1/6 TOTAL PERIMETER = 2,826.33'
PERIMETER CONTIGUOUS TO EXISTING CITY OF BLACK HAWK = 3,039.24'
DENOTES BOUNDARY OF LAND ANNEXED _____
DENOTES CONTIGUOUS CITY BOUNDARY _____

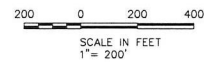
- NOTICE:**
According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown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

SURVEYOR'S CERTIFICATE
I, DOUGLAS L. HOWELL, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE MAP HEREON SHOWN IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE CITY OF BLACK HAWK, GILPIN COUNTY, COLORADO. THIS ANNEXATION MAP IS NOT A GUARANTEE OF WARRANTY, EITHER EXPRESSED OR IMPLIED.
DOUGLAS L. HOWELL PLS 20140

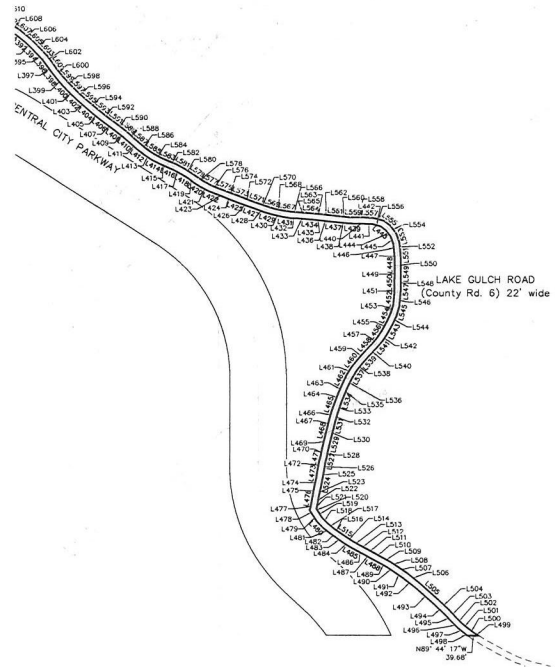
NOTICE
THIS MAP IS PREPARED EXCLUSIVELY FOR ANNEXATION PURPOSES AND IS NOT TO BE USED FOR ANY OTHER PURPOSE AND SHOULD NOT BE CONSTRUED AS A BOUNDARY SURVEY.

ANNEXATION NO. 3 TO THE CITY OF BLACK HAWK - Exhibit B, 2 of 3

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



See Sheet 2 of 4 for continuation



2560 28th Street, Suite 200
Boulder, Colorado
p: 303-442-3351

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



DISTILLERY PROJECT
Black Hawk, Colorado

DISCLAIMER:
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CORJAN ARCHITECTURE INC. FOR THE
DESIGN INTENT OF THIS SPECIFIC PROJECT
AND ONLY THIS PROJECT. THE CONTRACTOR
SHALL BE RESPONSIBLE FOR ALL
CONSTRUCTION COORDINATION, METHODS
AND MATERIALS REQUIRED FOR THE
SUCCESSFUL COMPLETION OF THE PROJECT.
CORJAN ARCHITECTURE INC. IS NOT LIMITED TO THE
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REQUIRED FOR EXECUTION OF THESE
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SUPPLIED BY ANY S. CONTRACTORS. ALL
WORK SHALL COMPLY WITH GOVERNING
CODES AND ORDINANCES. THE CONTRACTOR
SHALL REVIEW AND UNDERSTAND ALL
DOCUMENTS AND SHALL NOTIFY THE
ARCHITECT IMMEDIATELY OF ANY
DISCREPANCIES IN THE DRAWINGS, FIELD
CONDITIONS OR DIMENSIONS.

ISSUED/REVISION SCHEDULE				
NO	DESCRIPTION	BY/NO	CHECKED	DATE
1	ANNEXURE A			12/03/20

SHEET No.

3 of 4
ANNEXATION PLAT #3



TINCUP
MOUNTAIN WHISKEY
DISTILLERY PROJECT
Black Hawk, Colorado

[illegible]

LAKE GULCH WHISKEY RESORT

ANNEXATION NO. 4 TO THE CITY OF BLACK HAWK - Exhibit A

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

LEGAL DESCRIPTION

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

Commencing at the East $\frac{1}{4}$ corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W $\frac{1}{4}$ S13 1980", from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S12 S13 1980", bears N 007°41'2" 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 68°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 $\frac{1}{4}$ 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 $\frac{1}{4}$ of said Section 18 a distance of 387.79 feet to a point on the easterly edge of Lake Gulch Road, County Road 5;

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°37'29" 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°18'48" W a distance of 30.26 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 26.36 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 19.56 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. 18263;

thence N 67°02'36" 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 westerly 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 36.41 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°41'56" E a distance of 31.57 feet to the Point of Beginning, containing 20.72 acres more or less.



COBURN
ARCHITECTURE

2560 28th Street, Suite 200
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p: 303-442-3351

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Lakewood, Colorado
720-273-9940



TINCUP
MOUNTAIN WHISKEY

DISTILLERY PROJECT
Black Hawk, Colorado

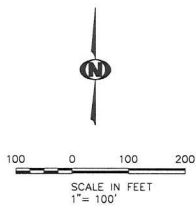
DISCLAIMER
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REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	INITIALS		

LAKE GULCH WHISKEY RESORT

ANNEXATION NO. 4 TO THE CITY OF BLACK HAWK - Exhibit B

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



MAYOR'S CERTIFICATE

THE FOREGOING PLAT IS APPROVED FOR FILING AND IS ACCEPTED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, GILPIN COUNTY, COLORADO THIS ____ DAY OF _____, A.D.

DAVID D. SPELLMAN _____ MELISSA GREINER, CITY CLERK

CITY CLERK'S CERTIFICATE

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

CITY CLERK _____

CLERK AND RECORDER'S CERTIFICATE

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

GILPIN COUNTY CLERK AND RECORDER _____ DEPUTY CLERK _____

NOTES

TOTAL PERIMETER, THIS PLAT = 6,020.03'
1/6 TOTAL PERIMETER = 1,003.34'
PERIMETER CONTIGUOUS TO EXISTING CITY OF BLACK HAWK = 2,143.24'
DENOTES BOUNDARY OF LAND ANNEXED
DENOTES CONTIGUOUS CITY BOUNDARY _____

1. NOTICE:

According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

2. This Survey does not constitute a title search by His Consultants, Inc. to determine ownership or easements of record, right-of-way and title of record.

SURVEYOR'S CERTIFICATE

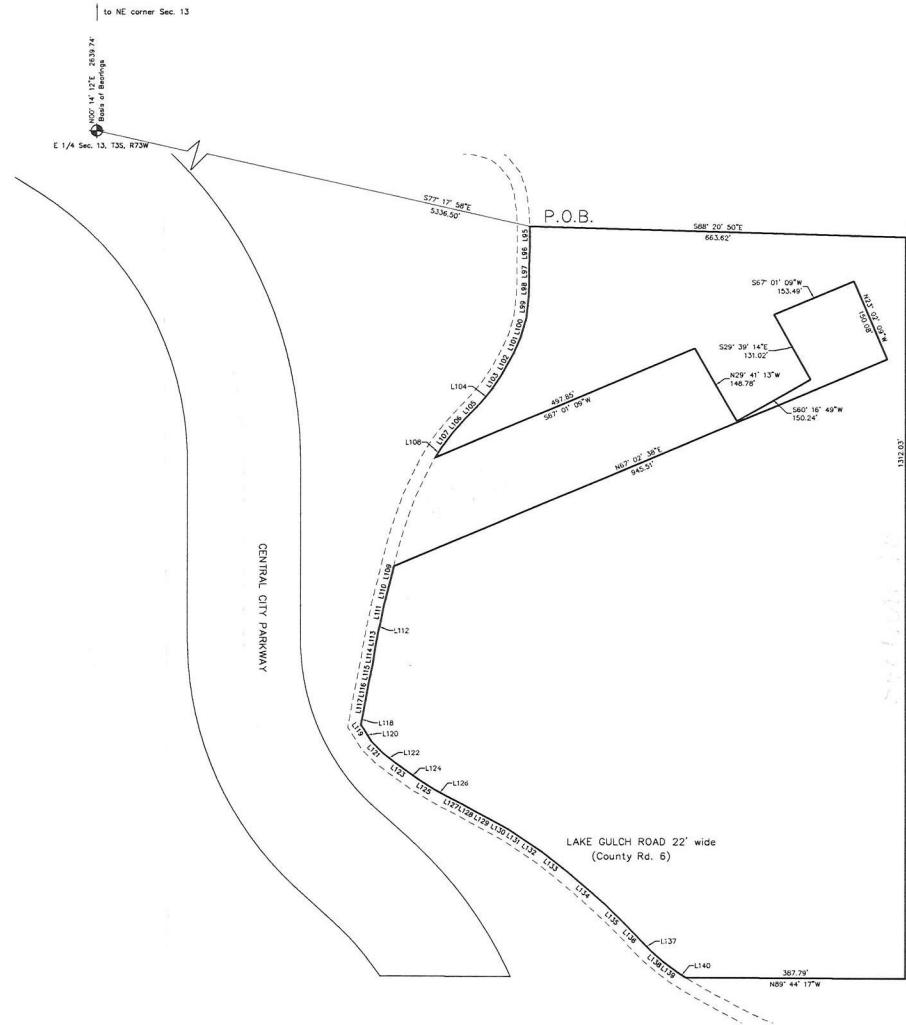
I, DOUGLAS L. HOWELL, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE MAP HEREON SHOWN IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE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

DOUGLAS L. HOWELL PLS 20140

NOTICE

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Line #	Length	Direction
L95	31.57	N00° 41' 56"E
L96	32.44	N01° 15' 29"E
L97	32.16	N00° 03' 20"W
L98	26.30	N02° 47' 46"E
L99	36.26	N06° 12' 17"E
L100	37.16	N16° 17' 43"E
L101	28.34	N24° 29' 21"E
L102	45.06	N28° 41' 22"E
L103	30.28	N34° 24' 43"E
L104	30.05	N40° 01' 56"E
L105	38.41	N43° 22' 49"E
L106	34.91	N41° 40' 02"E
L107	32.47	N37° 13' 45"E
L108	20.73	N31° 34' 31"E
L109	24.47	N13° 41' 03"E
L110	47.10	N14° 06' 12"E
L111	29.86	N11° 45' 48"E
L112	15.82	N13° 18' 52"E
L113	35.16	N10° 22' 47"E
L114	30.12	N09° 29' 42"E
L115	31.40	N11° 50' 42"E
L116	31.82	N10° 03' 12"E
L117	25.34	N10° 04' 56"E
L118	19.58	N11° 08' 36"E
L119	7.58	N33° 47' 37"W
L120	27.59	N32° 05' 32"W
L121	29.13	N44° 08' 01"W
L122	27.04	N52° 04' 36"W
L123	25.73	N54° 37' 49"W
L124	26.36	N54° 46' 58"W
L125	30.83	N58° 02' 45"W
L126	25.17	N56° 18' 04"W
L127	28.27	N63° 19' 05"W
L128	30.28	N60° 16' 48"W
L129	33.01	N61° 39' 09"W
L130	33.37	N61° 28' 36"W
L131	28.95	N50° 46' 17"W
L132	36.86	N17° 05' 05"W
L133	57.67	N51° 45' 51"W
L134	91.48	N48° 44' 08"W
L135	48.20	N45° 53' 24"W
L136	41.87	N43° 37' 38"W
L137	24.91	N45° 38' 04"W
L138	29.00	N49° 38' 04"W
L139	30.11	N53° 55' 44"W
L140	15.49	N58° 27' 45"W



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Lakewood, Colorado
720-273-9940



DISCLAIMER:
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REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMIT	1/15/20	DOH

LAKE GULCH WHISKEY RESORT

ANNEXATION NO. 5 TO THE CITY OF BLACK HAWK - Exhibit A

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

LEGAL DESCRIPTION

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

Commencing at the East 1/4 corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped "T3S R73W R72W 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°41'12" E a distance of 2,638.74 feet, said line forming the Base of Bearing for the description; thence N 37° 46' 49" E a distance of 1,154.75 feet to the intersection of line 3-4 of the Annex Lode, US Mineral Survey No. 7759 with the easterly and northerly edge of Lake Gulch Road, County Road 6 being the Point of Beginning.

Thence N 81° 53' 31" E along said line 3-4 of said Annex Lode a distance of 1064.85 feet to the point of intersection with the east-west centerline of the NW 1/4 of said Section 18 and the City of Black Hawk Boundary; thence S 89° 36' 09" E along said east-west centerline of said NW 1/4 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° 56' 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 60° 36' 50" W a distance of 16.54 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' 17" 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.



COBURN
ARCHITECTURE

2560 28th Street, Suite 200
Boulder, Colorado
P: 303-442-3351

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



TINCUP
MOUNTAIN WHISKEY

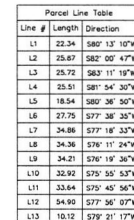
DISTILLERY PROJECT
Black Hawk, Colorado

DISCLAIMER:
THESE DOCUMENTS ARE PROVIDED BY
COBURN ARCHITECTURE, INC. FOR THE
DISCERNMENT OF THIS SPECIFIC PROJECT
AND ONLY THIS FIRM/COMPANY SHALL BE
RESPONSIBLE FOR ALL
CONSTRUCTION COORDINATION, MEETINGS
AND MATERIALS REQUIRED FOR THE
SUCCESSFUL COMPLETION OF THE PROJECT.
THIS DISCLAIMER IS NOT LIMITED TO THE
QUALITY OF WORKMANSHIP AND MATERIALS
INCIDENT TO THE COMPLETION OF THESE
DOCUMENTS AND FROM OR MATERIALS
SUPPLIED BY ANY ARCHITECTURE FIRM.
WORK SHALL COMPLY WITH GOVERNING
CODES AND ORDINANCES. THE CONTRACTOR
SHALL REVIEW AND UNDERSTAND ALL
DOCUMENTS AND SHALL NOTIFY THE
ARCHITECT IMMEDIATELY OF ANY
DISCREPANCIES IN THE DRAWINGS FIELD
CONDITIONS OR DIMENSIONS.

REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	INITIAL SET		

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

ISSUE/REVISION SCHEDULE				
NO	DESCRIPTION	AUTHOR	CHECKED	DATE
1	FINAL DESIGN			25.02.20



2 of 2
ANNEXATION PLAT #5

LAKE GULCH WHISKEY RESORT

ANNEXATION NO. 6 TO THE CITY OF BLACK HAWK - Exhibit A

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



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MOUNTAIN WHISKEY

DISTILLERY PROJECT
Black Hawk, Colorado

DISCLAIMER:
THESE DOCUMENTS ARE PROVIDED BY
COBURN ARCHITECT, INC. FOR THE
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ONLY THIS FIRM AND ITS CONSULTANTS
SHALL BE RESPONSIBLE FOR ALL
CONSTRUCTION, COORDINATION, METHODS
AND MATERIALS REQUIRED FOR THE
SUCCESSFUL COMPLETION OF THE PROJECT.
THIS INCLUDES BUT IS NOT LIMITED TO THE
QUALITY OF WORKMANSHIP AND MATERIALS
RECOMMENDED FOR CONSTRUCTION OF THESE
DOCUMENTS AND WORK OR MATERIALS
SPECIFIED BY ANY SUBCONTRACTORS. ALL
WORK SHALL COMPLY WITH GOVERNING
CODES AND ORDINANCES. THE CONTRACTOR
SHALL REVIEW AND UNDERSTAND ALL
DOCUMENTS AND SHALL NOTIFY THE
ARCHITECT IMMEDIATELY OF ANY
DISCREPANCIES IN THE DRAWINGS, FIELD
CONDITIONS OR ORDINANCES.

TINCUP REVISION SCHEDULE			
NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMIT	11/15/2017	11/15/2017

LEGAL DESCRIPTION

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

Commencing at the East 1/4 corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped
"T3S R73W R72W X 513 1980" from whence the northeast corner of said Section 13, being a US BLM
standard brass cap, stamped "T3S R73W R72W CO 512 513 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 927.85 feet to the point of intersection of line 3-4 of the Dale Lode, US Mineral Survey No. 13336 with
line 2-1 of the Nolaway Lode, US Mineral Survey No. 9722 being the Point of Beginning.

thence N 24°10'55" E along said line 2-1 of said Nolaway 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 3-4 of said Gulch Lode a distance of 83.36 feet to the point of
intersection with said line 2-1 of said Nolaway Lode;

thence N 24°10'55" E along said line 2-1 of said Nolaway Lode a distance of 35.99 feet to the point of
intersection with the east-west centerline of the NW 1/4 of said Section 18 and the City of Black Hawk
Boundary;

thence S 89°38'09" E 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. 13336;

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.

SHEET 1/1

1 of 2
ANNEXATION PLAT #6

LAKE GULCH WHISKEY RESORT

ANNEXATION NO. 6 TO THE CITY OF BLACK HAWK - Exhibit B

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



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

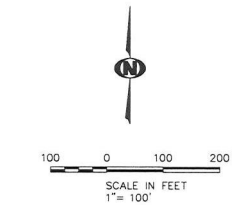


TINCUP
MOUNTAIN WHISKEY

DISTILLERY PROJECT
Black Hawk, Colorado

DISCLAIMER:
THESE DOCUMENTS ARE PREPARED BY
COBURN ARCHITECT, P.C. FOR THE
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INFORMATION PROVIDED BY THE CLIENT
OR FOR THE CONSEQUENCES OF THE
USE OF THESE DOCUMENTS. COBURN
ARCHITECT, P.C. SHALL NOT BE
RESPONSIBLE FOR THE CONSEQUENCES
OF THE USE OF THESE DOCUMENTS
IF THE CLIENT DOES NOT NOTIFY THE
ARCHITECT IMMEDIATELY OF ANY
DISCREPANCIES IN THE DRAWINGS, FIELD
CONDITIONS OR DIMENSIONS.

MEASUREMENT SCHEDULE			
NO.	DESCRIPTION	DATE/MEASUREMENT	DATE
1	ANNEXXATION		12/1/2014



MAYOR'S CERTIFICATE

THE FOREGOING PLAT IS APPROVED FOR FILING AND IS ACCEPTED BY THE
BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, GILPIN COUNTY, COLORADO
THIS ____ DAY OF _____, A.D.

DAVID D. SPELLMAN _____ MELISSA GREINER, CITY CLERK

CITY CLERK'S CERTIFICATE

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

CITY CLERK _____

CLERK AND RECORDER'S CERTIFICATE

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

GILPIN COUNTY CLERK AND RECORDER _____ DEPUTY CLERK _____

NOTES

TOTAL PERIMETER, THIS PLAT = 3,347.93'
1/6 TOTAL PERIMETER = 557.99'
PERIMETER CONTIGUOUS TO EXISTING CITY OF BLACK HAWK = 756.52'
DENOTES BOUNDARY OF LAND ANNEXED _____
DENOTES CONTIGUOUS CITY BOUNDARY _____

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

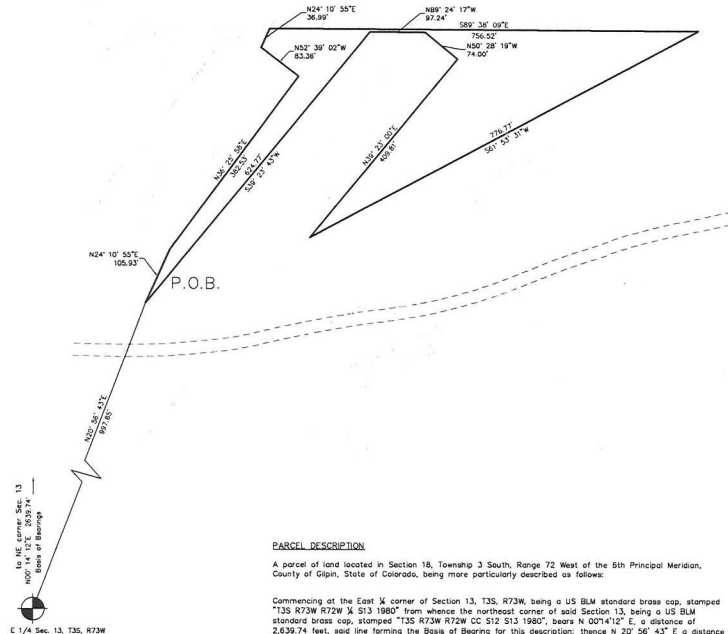
SURVEYOR'S CERTIFICATE

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

DOUGLAS L. HOWELL PLS 20140

NOTICE

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



PARCEL DESCRIPTION

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

Commencing at the East 1/4 corner of Section 13, T3S, R73W, being a US BLM standard brass cap, stamped
\"T3S R73W R72W & 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°41'21\" E a distance of
2,639.74 feet, said line forming the Base 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. 13336 with
line 2-1 of the Notaway 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 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 Lode;
thence N 24° 10' 55\" E along said Line 2-1 of said Notaway Lode a distance of 36.99 feet to the point of
intersection with the east-west centerline of the NW 1/4 of said Section 18 and the City of Black Hawk
Boundary;

thence S 89° 38' 09\" E 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. 13336;
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 or less.

SHEET No.

2 of 2

ANNEXATION PLAT #6

LAKE GULCH WHISKEY RESORT

ANNEXATION NO. 7 TO THE CITY OF BLACK HAWK - Exhibit A

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



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



TINCUP
MOUNTAIN WHISKEY

DISTILLERY PROJECT
Black Hawk, Colorado

DISCLAIMER:
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CONSTRUCTION COORDINATION, MEETINGS
AND MATERIALS REQUIRED FOR THE
SUCCESSFUL COMPLETION OF THE PROJECT.
THIS INCLUDES BUT IS NOT LIMITED TO THE
QUALITY OF WORKMANSHIP AND MATERIALS
REQUIRED FOR COMPLETION OF THE PROJECT.
COBURN ARCHITECT, INC. SHALL NOT BE
RESPONSIBLE FOR ANY DELAYS OR
DISCREPANCIES IN THE CONSTRUCTION
SHALL BE THE RESPONSIBILITY OF THE
ARCHITECT. THE ARCHITECT SHALL NOT BE
RESPONSIBLE FOR ANY DISCREPANCIES IN THE
CONSTRUCTION OR DIMENSIONS.

REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	CONSTRUCTION	11/15/2023	

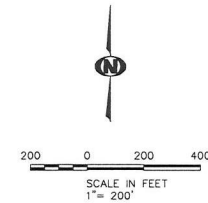
LEGAL DESCRIPTION

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 1/4 corner of Section 13, T3S, R72W, being a US BLM standard brass cap, stamped "T3S R72W R72W 1/4 S13 1980" from whence the northeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R72W R72W CC S12 S13 1980", bears N 00°14'12" E a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence S 77°17'58" E a distance of 5,336.50 feet to a point on the easterly edge of Lake Gulch Road;
thence S 88°20'50" E along the City of Black Hawk Boundary a distance of 663.62 feet to the S 1/16th corner of Sections 17 and 18 being the Point of Beginning;
Thence N 27°33'11" W along the City of Black Hawk Boundary a distance of 938.48 feet to corner No. 4 of the Little Mistle Lode, US Mineral Survey No. 970;
thence N 44°29'09" E along line 4-3 of said Little Mistle Lode a distance of 1500.03 feet to corner No. 3 of said Little Mistle Lode;
thence W 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 1/4 of said Section 17;
thence S 01°03'00" E along said north-south centerline of said NW 1/4 of said Section 17 a distance of 1273.98 feet to the W 1/16th corner on the east-west centerline of said NW 1/4 of said Section 17;
thence S 00°21'55" E along said north-south centerline of said NW 1/4 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 105.62 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 1/4 of said Section 17;
thence S 00°21'55" E along said north-south centerline of said SW 1/4 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 1/4 of said Section 17 a distance of 1207.15 feet to the S 1/16th corner of Sections 17 and 18, the Point of Beginning containing 63.62 acres more or less.

LAKE GULCH WHISKEY RESORT

ANNEXATION NO. 7 TO THE CITY OF BLACK HAWK - Exhibit B

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



MAYOR'S CERTIFICATE

THE FOREGOING PLAT IS APPROVED FOR FILING AND IS ACCEPTED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, GILPIN COUNTY, COLORADO THIS ____ DAY OF _____, A.D.

DAVID D. SPELLMAN _____ MELISSA GREINER, CITY CLERK

CITY CLERK'S CERTIFICATE

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

CITY CLERK _____

CLERK AND RECORDER'S CERTIFICATE

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

GILPIN COUNTY CLERK AND RECORDER _____ DEPUTY CLERK _____

NOTES

TOTAL PERIMETER, THIS PLAT = 7,394.34'
1/6 TOTAL PERIMETER = 1,232.39'
PERIMETER CONTIGUOUS TO EXISTING CITY OF BLACK HAWK = 1,919.44'
DENOTES BOUNDARY OF LAND ANNEXED _____
DENOTES CONTIGUOUS CITY BOUNDARY _____

1. NOTICE:

According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

2. This Survey does not constitute a title search by His Consultants, Inc. to determine ownership or easements of record, right-of-way and title of record.

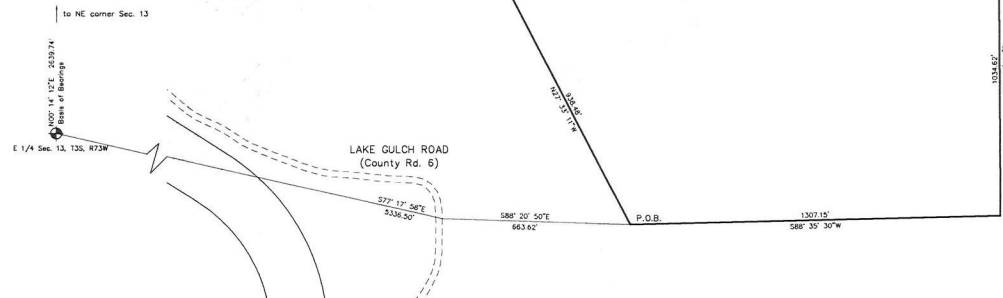
SURVEYOR'S CERTIFICATE

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

DOUGLAS L. HOWELL PLS 20140

NOTICE

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COBURN
ARCHITECTURE

2560 28th Street, Suite 200
Boulder, Colorado
p. 303-442-3301

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



TINCUP
MOUNTAIN WHISKEY

DISTILLERY PROJECT
Black Hawk, Colorado

DISCLAIMER
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REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR FILING		

SHEET NO.

2 of 2
ANNEXATION PLAT #7

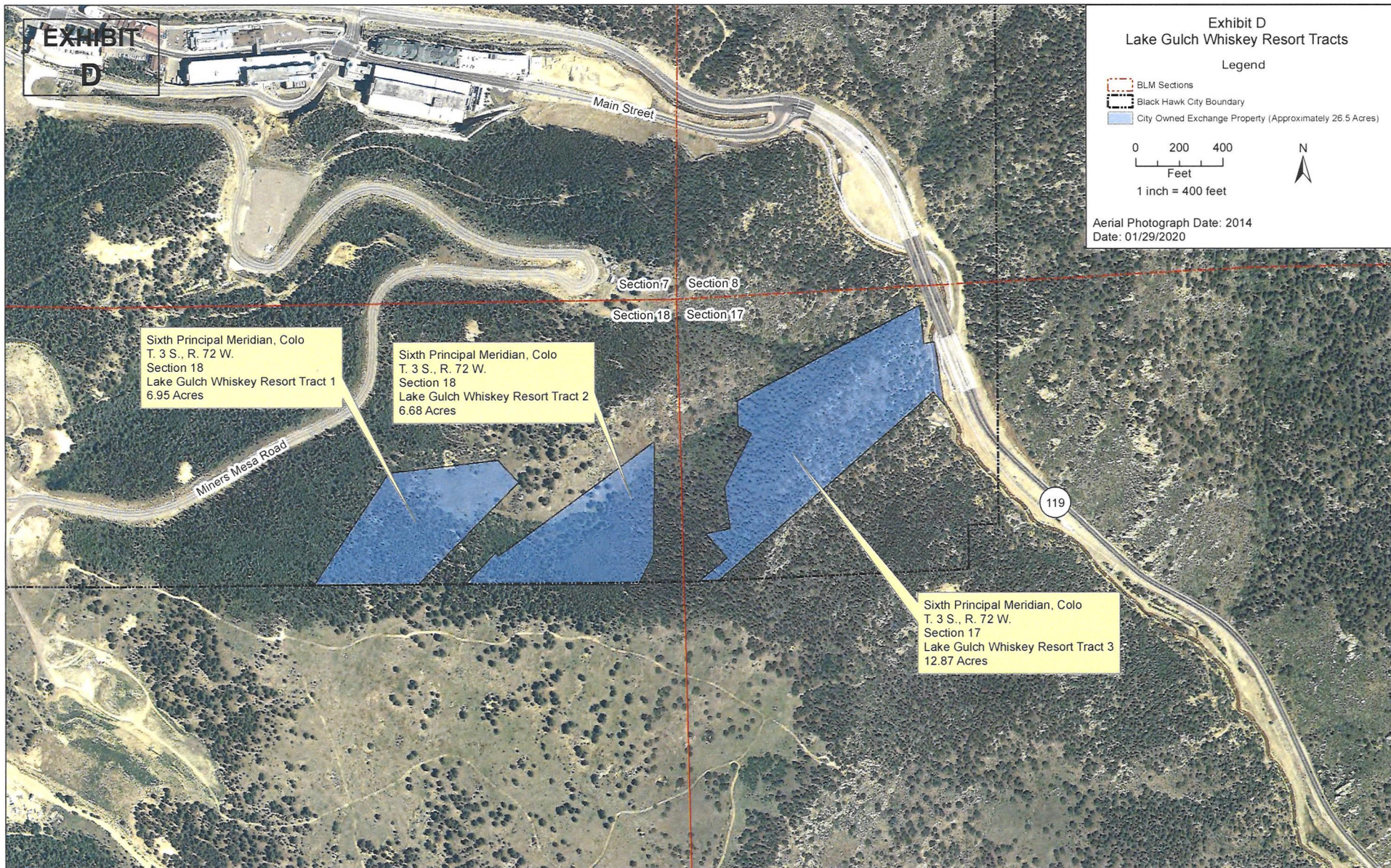
EXHIBIT
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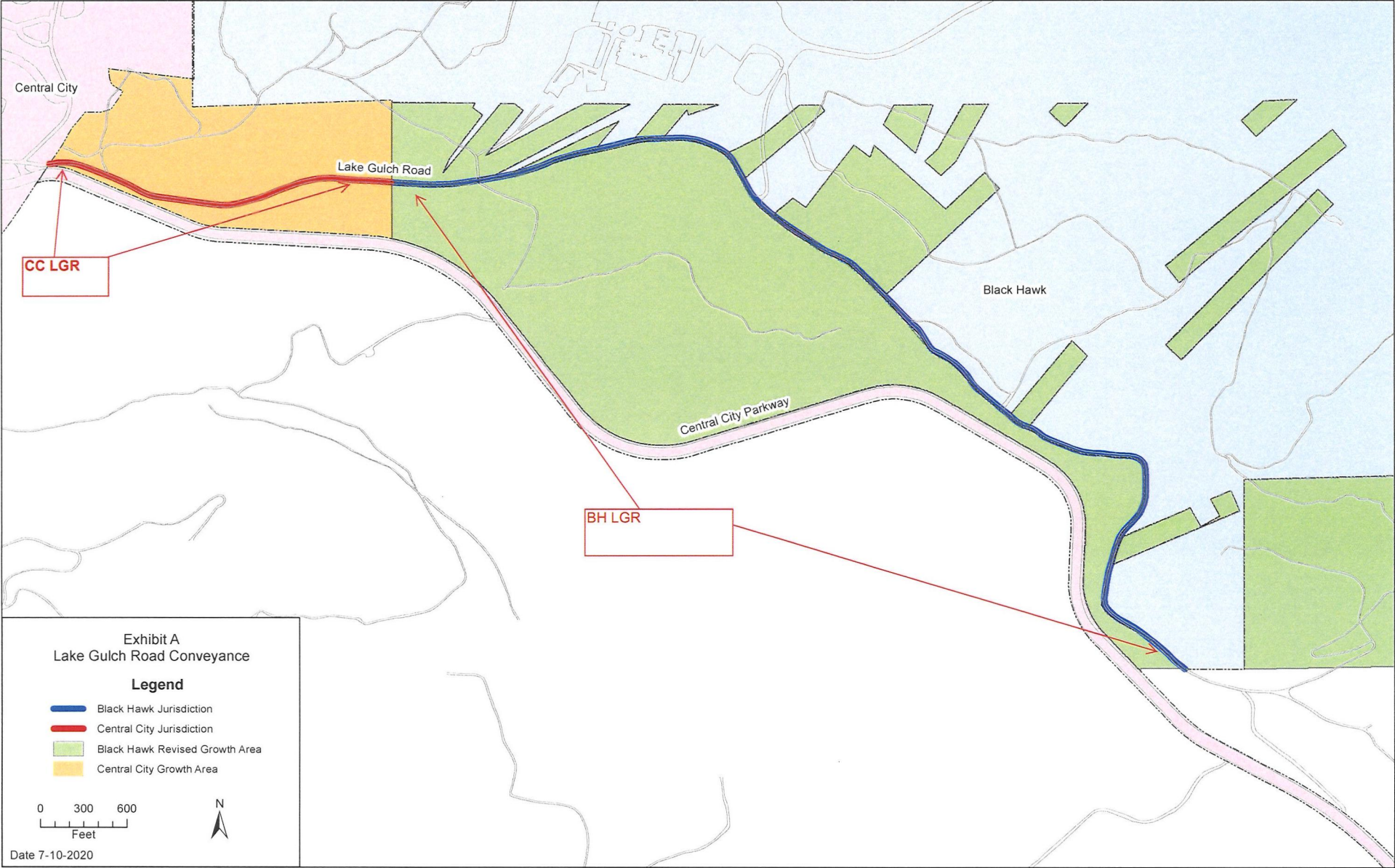
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Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

ENTITYNAME	CLAIM NUMBER	Ownership	Account	GIS_Acres
EVENING STAR	4975	RSM Partners LLC	N002557	0.18
EVENING STAR	4975	RSM Partners LLC	N002557	0.39
EVENING STAR	4975	RSM Partners LLC	N002557	0.40
EVENING STAR	4975	RSM Partners LLC	N002557	0.32
GOLDEN EAGLE	606	RSM Partners LLC	N000227	4.42
GOLDEN FLEECE	671	RSM Partners LLC	N000947 & N001045	1.76
HUMBOLDT	173	RSM Partners LLC	N000948	0.56
KATIE	15318	RSM Partners LLC	N000949	0.20
KATIE	15318	RSM Partners LLC	N000949	1.01
KATIE	986	RSM Partners LLC	N000950	0.73
KING SOLOMON	4975	RSM Partners LLC	N000946	2.47
KING SOLOMON	4975	RSM Partners LLC	N000946	1.09



APPENDIX 2 to IGA



APPENDIX 3 to IGA

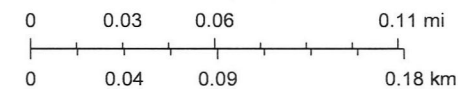
Gilpin County



9/7/2020, 11:24:22 AM

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|-----------------|---------------------|----------------------------------|-----------|
| County Boundary | Building Footprints | Railroads | 4WD |
| City Boundary | Subdivisions | Road Centerline Subdivision View | Collector |
| Parcels | Addresses | Arterial | Local |

1:4,514



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS,

Gilpin County
©2019 Gilpin County

Recorded at _____ o'clock _____ M.,

APPENDIX 5 to IGA

Reception No. _____
_____, Recorder

QUIT CLAIM DEED

The Board of County Commissioners of the County of Gilpin, State of Colorado, whose address is 203 Eureka Street, Central City, Colorado, Grantor, for the consideration of Ten dollars (\$10.00) and other good and valuable consideration, in hand paid, hereby remises, releases, sells and quitclaims to the City of Black Hawk, whose address is 201 Selak Street, P.O. Box 68, Black Hawk, Colorado, 80422, County of Gilpin, State of Colorado, Grantee, the following real property in the County of Gilpin, State of Colorado, to wit:

That portion of the prescriptive roadway currently identified as approximately twenty two (22) feet in width, or such greater width that has been prescriptively used as of the date of this Deed, extending from the western edge of the Lake Gulch Whisky Resort annexation easterly to the eastern boundary of the Lake Gulch Whisky Resort annexation, as more particularly depicted on **Exhibit A**.

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 in equity, to the only proper use, benefit, and behoof of Grantee, its heirs and assigns forever.

IN WITNESS WHEREOF, Grantor hereby signs, executes and delivers this deed on this _____ day of _____, 2020.

**BOARD OF COUNTY
COMMISSIONERS OF GILPIN
COUNTY**

By: Gail Watson, Chair

Attest:

Sharon Cate,
Deputy Clerk to the Board of County Commissioners

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Gail Watson as the Chair of the Board of County Commissioners of Gilpin County.

My commission expires: _____

Witness my hand and official seal.

Notary Public

Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)

EXHIBIT A

Recorded at _____ o'clock _____ .M., _____
APPENDIX 6 to IGA

Reception No. _____, Recorder

QUIT CLAIM DEED

The Board of County Commissioners of the County of Gilpin, State of Colorado, whose address is 203 Eureka Street, Central City, Colorado, Grantor, for the consideration of Ten dollars (\$10.00) and other good and valuable consideration, in hand paid, hereby remises, releases, sells and quitclaims to the City of Central, Colorado, a Colorado home rule municipality whose address is 141 Nevada St., P.O. Box 249, Central City, Colorado 80427, County of Gilpin, State of Colorado, Grantee, the following real property in the County of Gilpin, State of Colorado, to wit:

That portion of the prescriptive roadway currently identified as approximately twenty two (22) feet in width, or such greater width that has been prescriptively used as of the date of this Deed, extending from the western boundary of Black Hawk's Lake Gulch Whisky Resort annexation, extending west to the Central City's municipal boundary, as more particularly depicted on **Exhibit A**.

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 in equity, to the only proper use, benefit, and behoof of Grantee, its heirs and assigns forever.

IN WITNESS WHEREOF, Grantor hereby signs, executes and delivers this deed on this _____ day of _____, 2020.

**BOARD OF COUNTY
COMMISSIONERS OF GILPIN
COUNTY**

By: Gail Watson, Chair

Attest:

Sharon Cate,
Deputy Clerk to the Board of County Commissioners

STATE OF COLORADO

)

) ss.

COUNTY OF _____

)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Gail Watson as the Chair of the Board of County Commissioners of Gilpin County.

My commission expires: _____

Witness my hand and official seal.

Notary Public

Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)

EXHIBIT A