

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB11

ORDINANCE NUMBER: 2021-11

TITLE: AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN GILPIN COUNTY AND THE CITY OF BLACK HAWK 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 and the City of Black Hawk regarding Lake Gulch Road, attached hereto as **Exhibit A**, and authorizes the Mayor to execute the same on behalf of the City.

Section 2. Ordinance No. 2020-26 is hereby repealed.

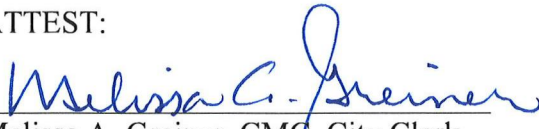
Section 3. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 4. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 5. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 28th day of April, 2021.

ATTEST:


Melissa A. Greiner, CMC, City Clerk


David D. Spellman, Mayor



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

This Intergovernmental Agreement ("IGA") is effective on the date of the final signature (the "**Effective Date**") by and between the City of Black Hawk, Colorado (the "City") and the Board of County Commissioners of Gilpin County (the "County").

RECITALS

WHEREAS, this IGA memorializes certain prior agreements between Gilpin County and the City of Black Hawk ("Black Hawk") related to the maintenance, future improvement and control of Lake Gulch Road, and as further described 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**;

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**; and

WHEREAS, this IGA memorializes the obligations of the City as it relates to those portions of Lake Gulch Road annexed to the City as part of the Lake Gulch Whiskey Resort Development annexation.

NOW, THEREFORE, in consideration of the mutual promises and consideration provided herein, the Parties 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, located within the City.
- 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 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 Deed to Black Hawk and Maintenance Requirements:

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.

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

- 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. In addition, the County has as of the date of this IGA conveyed to Proximo Distillers, LLC the Black Diamond Mining Claim, which shall be utilized by the City for the widening and improvement of Lake Gulch Road for a total width of thirty (30) feet from the centerline of Lake Gulch Road.
- 3.2. The County shall provide non-financial support to Black Hawk 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 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. Non-financial support does not include money or other funding, equipment, personnel, labor, or liability.

4. Lake Gulch Road from the Black Hawk City limits to Exit 7 of the Central City Parkway. Central City shall be responsible for maintenance and future improvement of that portion of Lake Gulch Road shown in green

on **APPENDIX 2**, and such maintenance and future improvement responsibility shall be determined by separate agreement between the County and Central City.

5. **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.
6. **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. Black Hawk shall not unreasonably withhold or deny access to any portion of Lake Gulch Road. The BH LGR shall be considered a municipal public roadway, with the BH LGR shown in color and marked on **APPENDIX 3** being the municipal road of the City of Black Hawk.
7. **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.
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

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.

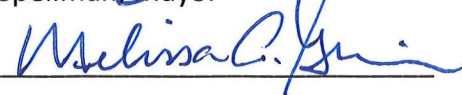
9.12. Boundary and Road Location Arbitration. It is mutually agreed and understood that the boundaries and Lake Gulch Road described may have not been surveyed and legal descriptions created to define the areas described herein may not have been prepared by a professional land surveyor. The areas defined 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 BLACK HAWK, COLORADO

BY: 
David D. Spellman, Mayor

ATTEST: 

Melissa Greiner, City Clerk

DATE: Melissa C. Greiner 4/28/2021

COUNTY OF GILPIN, COLORADO

BY: Linda Isenhardt
Linda Isenhardt, Chair

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

DATE: April 22, 2021

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



**COBURN
ARCHITECTURE**

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

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

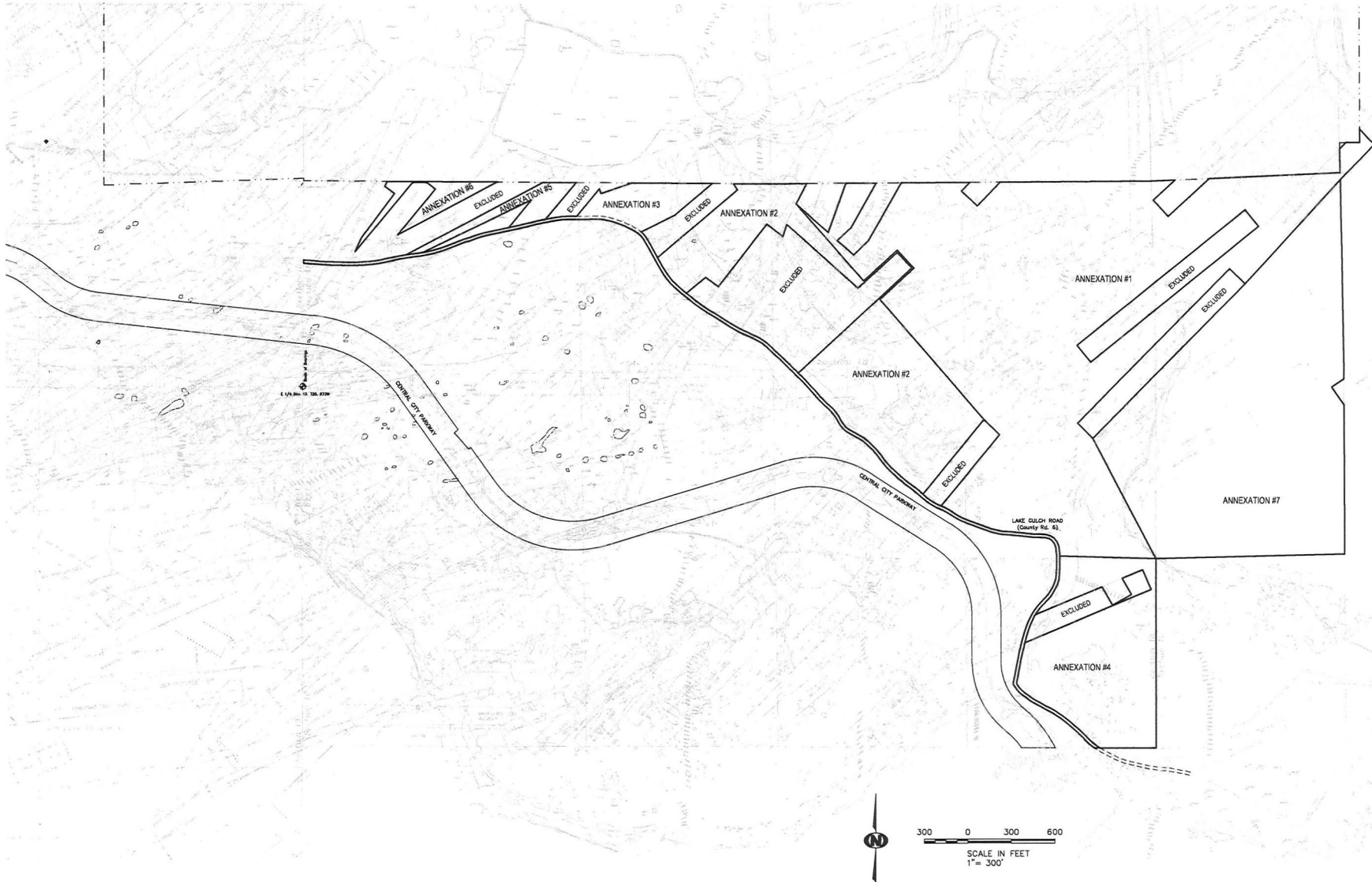


TINCUP
MOUNTAIN WHISKEY

DISTILLERY PROJECT
Black Hawk, Colorado

DISCLAIMER:
THESE DOCUMENTS ARE PROVIDED BY
COBURN ARCHITECTURE, INC. FOR THE
DESIGN INTENT OF THIS SPECIFIC PROJECT
AND ONLY THIS PROJECT. THE CONTRACTOR
SHALL BE RESPONSIBLE FOR ALL
CONSTRUCTION COORDINATION, METHODS
AND MATERIALS REQUIRED FOR THE
SUCCESSFUL COMPLETION OF THE PROJECT.
THIS INCLUDES BUT IS NOT LIMITED TO THE
QUALITY OF WORKMANSHIP AND MATERIALS
REQUIRED FOR THE CONSTRUCTION OF THE
PROJECT. THE CONTRACTOR SHALL BE
RESPONSIBLE FOR OBTAINING ALL
NECESSARY PERMITS AND COMPLIANCE
WITH ALL APPLICABLE CODES AND
ORDINANCES. THE CONTRACTOR SHALL
REVIEW AND APPROVE ALL
DOCUMENTS AND SHALL NOTIFY THE
ARCHITECT IMMEDIATELY OF ANY
DISCREPANCIES IN THE DRAWINGS, FIELD
CONDITIONS OR DIMENSIONS.

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	10/1/2020	ISSUED FOR PERMIT	J. COBURN



SHEET No.

1 of 1

ANNEXATION EXHIBIT -
OVERALL



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



DRAWING: THE DOCUMENTS ARE PROVIDED BY THE CONSULTANT ARCHITECT FIRM FOR THE COMPLETION OF THIS SPECIFIC PROJECT. THE CONSULTANT ARCHITECT FIRM IS NOT RESPONSIBLE FOR THE DESIGN OF THE 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. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE QUALITY OF WORKMANSHIP AND MATERIALS REQUIRED FOR EXECUTION OF THESE DOCUMENTS AND FOR WORK ON MATERIALS SUPPLIED BY ANY SUBCONTRACTORS. ALL WORK SHALL COMPLY WITH GOVERNING CODES AND ORDINANCES. THE CONTRACTOR SHALL REVIEW AND UNDERSTAND ALL SPECIFICATIONS AND REQUIREMENTS OF THE ARCHITECT IMMEDIATELY UPON THE COMMENCEMENT OF THE DRAWINGS. FIELD CONDITIONS OR IMPEDIMENTS.

MULTI-VERSION SCHEMATA			
MOD	DISC REGION	symbolic code (ref)	date
1	1	1	1

1 of 2

ANNEXATION PLAT #1

ANNEXATION NO. 1 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.,

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:

[illegible][illegible]

Intersections:
 • Intersectance 5° 46' 17" 00" W along line 2-3 of said Great Britain Lode a distance of 131.0 feet to the point of intersection with line 4-1 of said Williams Crossing Lode;
 • Intersectance 5° 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 Britain Lode;
 • Intersectance 6° 22' 45" E along said line 6-7 of said Great Britain Lode a distance of 142.55 feet to corner No. 7 of said Great Britain Lode;
 • Intersectance 8° 20' 19" 49" E along line 7-8 of said Great Britain Lode a distance of 461.80 feet to the point of intersection with said east-west strike of the NE $\frac{1}{4}$ of said Section 18 and the City Block Line.

Boundary:

thence N 89° 32' 31" E along solid east-west centerline of the NE ¼ 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. 4389;
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 S 15° of the solid Gold Tunnel No. 21 Lode;

thence S 48° 21' 54" E along line 15-14 of the said old Tunnel No. 21 Lode, a distance of 150.01 feet to the corner No. 14 of the said Cold Tunnel No. 21 Lode; thence N 43° 15' 15" E along line 14-13 of the said Cold Tunnel No. 21 Lode, a distance of 227.08 feet to the point of intersection with the east-west centerline of the NE ¼ of said Section 18 and the City of Block 10400.

Section 17 and 18;
thence N 89° 32' 31" E along said east-west centerline of the NE $\frac{1}{4}$ a distance of 1040.34 feet to the N
1/16th corner of Sections 17 and 18;
thence N 87° 25' 32" E along the east-west centerline of the NW $\frac{1}{4}$ 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. 598;
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.

Interference 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;
Interference N 42° 44' 49" E along line 2-1 of said East Williams Lode;
Interference 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 $\frac{1}{4}$ of said Section 17;
Interference N 87° 26' 32" E along said east-west centerline of the NW $\frac{1}{4}$ of said Section 17 a distance of 306.14 feet to the NW $\frac{1}{16}$ th corner of said Section 17;

thence N 01° 02' 20" W along the north-south centerline of said NW ¼ of said Section 17 and along the City of Black Hawk boundary a distance of 104.47 feet to the point of intersection with the 1-2 of the Mary Miller Lode, US Mineral Survey No. 869;

thence N 44° 20' 35" E along said line 1-2 of said City of Black Hawk boundary;

thence N 01° 02' 20" W along the north-south centerline of said NW ¼ of said Section 17 and along the City of Black Hawk boundary a distance of 60.92 feet to the point of intersection with said City of Black Hawk boundary;

thence N 88° 00' 45" E along said City of Black Hawk boundary a distance of 96.83 feet to the intersection with the 8-5 of the Morgan Placer US Mineral Survey No. 226;
thence N 10° 42' W along said City of Black Hawk boundary a distance of 91.93 feet to the point of intersection with the 8-5 of the Morgan Placer US Mineral Survey No. 226;
thence S 42° 19' 52" E along said line 8-5 of said Morgan Placer a distance of 92.75 feet to corner No. 5 of said Section 10, Township 36N, Range 10E, Meridian 1W, and

Source: E along Colorado Department of Transportation deed recorded at Reception office S 41° 03' 33" W along old Morgan Place;

thence S 42° 07' 27" W a distance of 980.96 feet to corner No. 3 of the Little Mattie Lode, US Mineral Survey No. 970;
thence N 45° 33' 27" W along line 3-2 of said Little Mattie Lode a distance of 149.95 feet to corner No. 2 of said Little Mattie Lode;

1. Distance S 44° 28' 40" W along line 2-1 of said Little Mottle Lode a distance of 1499.34 feet to corner No. 4 of said Little Mottle Lode;
 2. Distance S 45° 17' 32" E along line 1-4 of said Little Mottle Lode a distance of 149.75 feet to corner No. 4 of said Little Mottle Lode;
 3. Distance S 27° 33' 11" E a distance of 938.48 feet to the S 1/16th corner of Sections 17 and 18;
 4. Distance S 44° 28' 40" W along line 2-1 of said Little Mottle Lode a distance of 1499.34 feet to corner No. 4 of said Little Mottle Lode.

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;

(continued from left)

1. N 04° 13' 02" W a distance of 31.99 feet;
2. N 07° 44' 55" W a distance of 32.84 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 39.23 feet;
6. N 75° 08' 14" W a distance of 35.56 feet;
7. N 85° 37' 45" W a distance of 35.90 feet;

7. N 85° 37' 54" W a distance of 30.80 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 o distance of 29.44 feet;
15. N 85° 57' 08" W o distance of 28.99 feet;
16. N 85° 47' 52" W o distance of 28.17 feet;
17. N 81° 25' 50" W o distance of 28.60 feet;
18. N 76° 41' 49" W o distance of 29.15 feet;
19. N 73° 08' 35" W o distance of 28.55 feet;

20. N 70° 53' 21" W a distance of 28.11 feet;
21. N 89° 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° 46' 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 65° 40' 06" W a distance of 25.01 feet to a point on line 1-4 of Washington Survey 1188E.

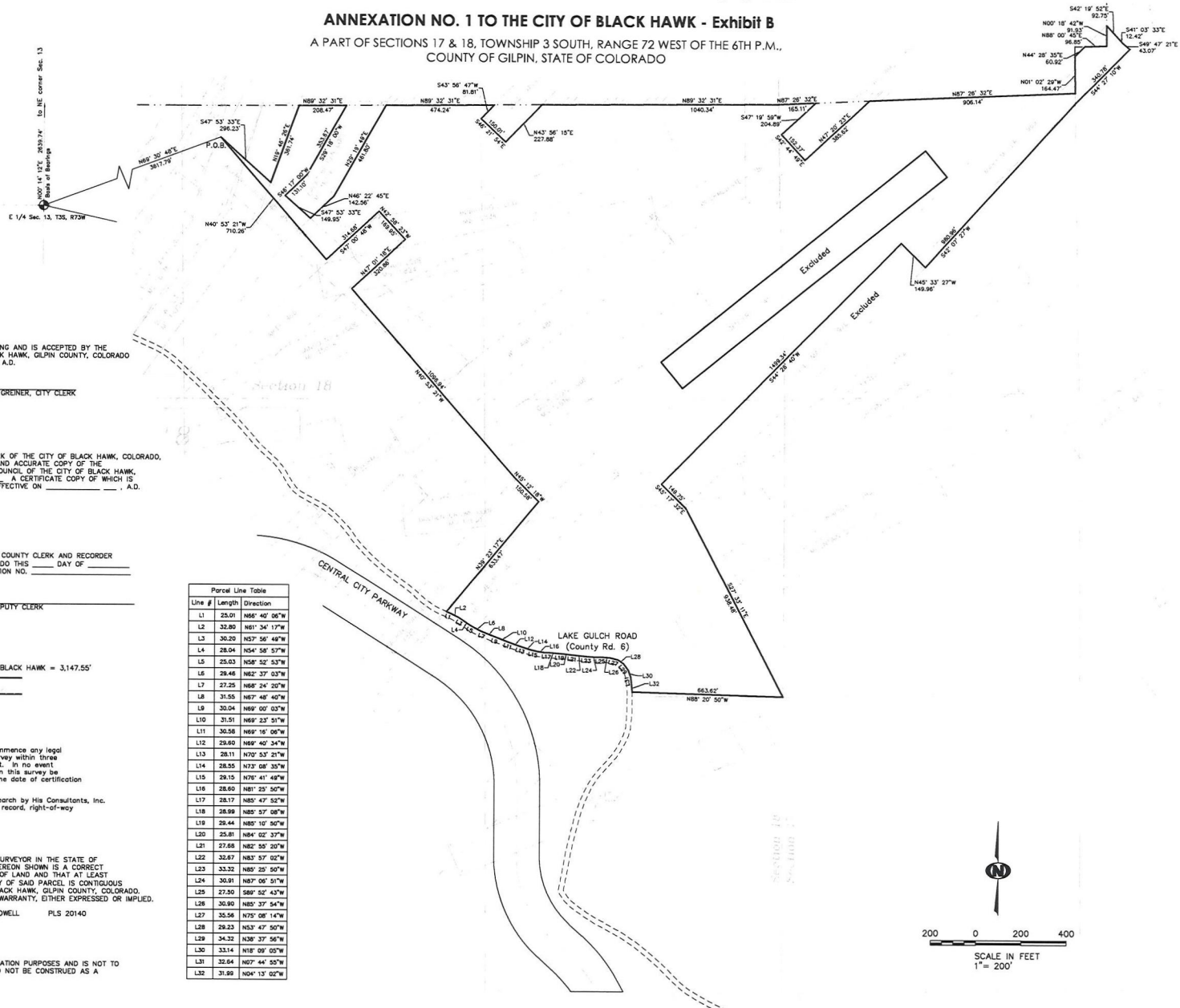
Survey 110802:
 thence along said line 1-4 N 39° 23' 17" E a distance of 633.47 feet to corner No. 3 of said Washingtons Dry Lode N 45° 12' 18" W a distance of 1,096.94 feet;
 thence along line 4-3 of said Washingtons Dry Lode N 45° 12' 18" W a distance of 320.86 feet;
 thence N 40° 53' 21" W a distance of 320.86 feet;
 thence N 47° 01' 18" E a distance of 109.95 feet;
 thence N 42° 58' 23" W a distance of 109.95 feet;
 thence S 47° 00' 48" W a distance of 314.68 feet;

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

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

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 GRINER, 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'
1/8 TOTAL PERIMETER = 3,127.49'
PERIMETER CONTIGUOUS TO EXISTING CITY OF BLACK HAWK = 3,147.55'
DENOTES BOUNDARY OF LAND ANNEXED
DENOTES CONTIGUOUS CITY BOUNDARY

NOTICE

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.



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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REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMIT	11/11/2014	DLH

SHEET No.
2 of 2
ANNEXATION PLAT #1



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



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MO	OTSC REFNO4	AS1MOD9 C=MS GDP	DATE
BLUITSVIEWSON SC=RESUAL			

1 of 2

ANNEXATION PI AT #2

ANNEXATION NO. 2 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

A series of land located in Section 19, Township 3 South, Range 72 West of the 8th Principal Meridian, County of Clark, State of Colorado, being more particularly described as follows:

Beginning at the East corner of Section 13, T3S, R72W, being a BLM standard brass cap, stamped with the number 1587, and the date 1883, and

thence S 60° 48' E, 1/4 section, to a BLM standard brass cap, stamped T3S, R72W, Sec 13, 1587, bearing N 07° 15' E, 1/4 section, 2,630.74 feet, and then forming the BLM of Bearing for this description, being N 60° 48' E, a distance of 3,617.79 feet to the point of intersection of the 3-4 of the City County Lots, US Mineral Survey No. 360 with line 4-1 of the Williams Casing Lot, US Mineral Survey No. 15024 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 the 3-2 of said Washingtons Day Lode S 39° 23' 18" W a distance of 684.25 feet to a point on the eastern edge of Lake Gulch Road, County Road 6;
thence along said eastern edge the following 42 courses:

1. N 46° 28' 12" W o distance of 24.56 feet;
2. N 50° 23' 24" W o distance of 26.25 feet;
3. N 53° 50' 43" W o distance of 25.59 feet;
4. N 53° 43' 00" W o distance of 33.90 feet;
5. N 52° 37' 45" W o distance of 28.19 feet;
6. N 51° 12' 12" W o distance of 30.55 feet;
7. N 49° 32' 52" W o distance of 30.52 feet;
8. N 48° 21' 34" W o distance of 28.91 feet;

10. N 45° 07' 34" W a distance of 26.22 feet;
11. N 45° 08' 35" W a distance of 27.49 feet;
12. N 43° 31' 15" W a distance of 28.15 feet;
13. N 42° 12' 45" W a distance of 27.54 feet;
14. S 38° 01' 48" W a distance of 25.88 feet;
15. N 34° 08' 31" W a distance of 30.46 feet;
16. S 37° 44' 53" W a distance of 28.83 feet;
17. N 42° 43' 23" W a distance of 30.25 feet;

17. N 45° 20' 37" W a distance of 17.50 feet;
18. N 45° 20' 37" W a distance of 27.74 feet;
19. N 49° 08' 25" W a distance of 26.35 feet;
20. S1° 35' 16" W a distance of 26.06 feet;
21. N 59° 58' 24" W a distance of 23.16 feet;
22. N 61° 25' 24" W a distance of 33.32 feet;
23. N 61° 44' 13" W a distance of 33.59 feet;
24. N 59° 21' 59" W a distance of 20.42 feet;

26 N 30 59' 45" e distance of 31.32 Wt.
27 N 30 56' 05" e distance of 24.46 Wt.
28 N 30 54' 20" e distance of 27.32 Wt.
29 N 33 48' 40" e distance of 24.46 Wt.
30 N 36 59' 05" e distance of 58.03 Wt.
31 N 45 02' 30" e distance of 23.97 Wt.
32 N 47 59' 30" e distance of 53.15 Wt.

34. N 43° 51' 36" W a distance of 31.23 feet;
35. N 39° 40' 28" W a distance of 30.10 feet;
36. N 41° 30' 59" W a distance of 32.61 feet;
37. N 41° 30' 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 42° 16' 09" W a distance of 32.98 feet.

4.2.N. 4.2.3.25 34" at a distance of 3.61 feet to the point of intersection with line 4-3 of the Tariff Lode. US Mineral Survey No. 186; there N. 47° 01' 18" E along said line 4-3 of said Tariff Lode a distance of 100.76 feet to corner No. 3 of said Tariff Lode; there N. 47° 01' 18" E along said line 4-3 of said Tariff Lode a distance of 149.95 feet to corner No. 2 of said Tariff Lode; there N. 47° 01' 18" E along line 2-1 of said Tariff Lode a distance of 397.57 feet to the point of intersection with line 2-3 of the Williams Lode. US Mineral Survey No. 1530; there N. 47° 53' 20" E along said line 2-3 of said Williams Lode a distance of 669.81 feet to the point of intersection with line 2-1 of said Williams Lode. US Mineral Survey No. 1530.

Intersection with 37° 31' 31" W along the East Clay County Ld., US Mineral Survey No. 18776; 37° 31' 31" W along the line 6-5 of said East Clay County Ld., US Mineral Survey No. 18776; the point of intersection with line 3-2 of the said Clay County Ld., US Mineral Survey No. 3294; there N 51° 28' 00" W along the line 3-2 of said Clay County Ld., a distance of 26.56 feet to corner 1 of 4 of said Clay County Ld., US Mineral Survey No. 360; there N 51° 28' 00" W along the line 2-1 of said Clay County Ld., a distance of 114.49 feet to corner 2 of 4 of said Clay County Ld., US Mineral Survey No. 3294; there S 37° 28' 00" W along the line 2-1 of said Clay County Ld., US Mineral Survey No. 3294; 547.58 feet to the point of intersection with line 4-1 of the Clay County Ld., US Mineral Survey No. 3296;

These are N 54° 01' 59" W along and line 4-1 of the City County, US Mineral Survey No. 3298 a distance of 106.70 feet to corner No. 1, and S 30° 08' 44" along line 1-2 of the City County, US Mineral Survey No. 3298; S 30° 08' 44" along line 1-2 of the City County, US Mineral Survey No. 3298 a distance of 77.25 feet to corner No. 2, and S 30° 08' 44" along line 1-2 of the City County, US Mineral Survey No. 3298 a distance of 106.70 feet to corner No. 3, and S 30° 08' 44" along line 1-2 of the City County, US Mineral Survey No. 3298 a distance of 106.70 feet to corner No. 4, and S 30° 08' 44" along line 1-2 of the City County, US Mineral Survey No. 3298 a distance of 106.70 feet to corner No. 5, and S 30° 08' 44" along line 1-2 of the City County, US Mineral Survey No. 3298 a distance of 106.70 feet to corner No. 6, and S 30° 08' 44" along line 1-2 of the City County, US Mineral Survey No. 3298 a distance of 106.70 feet to corner No. 7, and S 30° 08' 44" along line 1-2 of the City County, US Mineral Survey No. 3298 a distance of 106.70 feet to corner No. 8, and S 30° 08' 44" along line 1-2 of the City County, US Mineral Survey No. 3298 a distance of 106.70 feet to corner No. 9, and S 30° 08' 44" along line 1-2 of the City County, US Mineral Survey No. 3298 a distance of 106.70 feet to corner No. 10, and S 30° 08' 44" along line 1-2 of the City County, US Mineral Survey No. 3298 a distance of 106.70 feet to corner No. 11, and S 30° 08' 44" along line 1-2 of the City County, US Mineral Survey No. 3298 a distance of 106.70 feet to corner No. 12, corner:

5. N 44° 59' 11" W a distance of 32.04 feet;
6. N 38° 37' 56" W a distance of 34.08 feet;
7. N 34° 37' 33" W a distance of 32.85 feet;
8. N 32° 31' 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 27.67 feet;
11. N 28° 12' 54" W a distance of 23.05 feet;
12. N 28° 12' 54" W a distance of 13.3 feet to the point of intersection with line 1-2 of the Caledonia

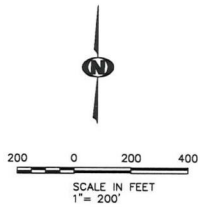
Loces, N 49° 29' E along and line 1-2 of and Candelaria Lode a distance of 724.79 feet to the point of intersection of the 6-5 of the Golden Old Lode, US Mineral Survey No. 13046; then S 31° 33' E along and line 6-5 of said Golden Old Lode a distance of 50.45 feet to the point of intersection of the 6-5 of said Golden Old Lode with the 6-5 of the City of Clark Lode, US Mineral Survey No. 13047; then S 89° 38' 07" E along said east-west centerline of the NW 1/4 and along the City of Clark Lode boundary a distance of 258.49 feet to the N 1/4th corner on the north-south centerline of said Section 18; then S 89° 32' 31" E along the east-west centerline of the NE 1/4 of said Section 18 and along the City of Clark Lode boundary a distance of 100.00 feet to the N 1/4th corner on the north-south centerline of said Section 18.

of Black Hawk Boundary a distance of 246.17 feet to the point of intersection with line 3-4 of the City and County Lease, US Mineral Survey No. 305; 3-4 of said City County Lease a distance of 157.01 feet to the point of intersection with line 3-7 of said City County Lease; 3-7 of said City County Lease a distance of 157.01 feet to the point of intersection with line 4-1 of the Williams Covenants Lease, US Mineral Survey No. 152A; the Point of Beginning, containing 29.21 acres more or less.

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, 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

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 herein.

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
DELINCTION 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.

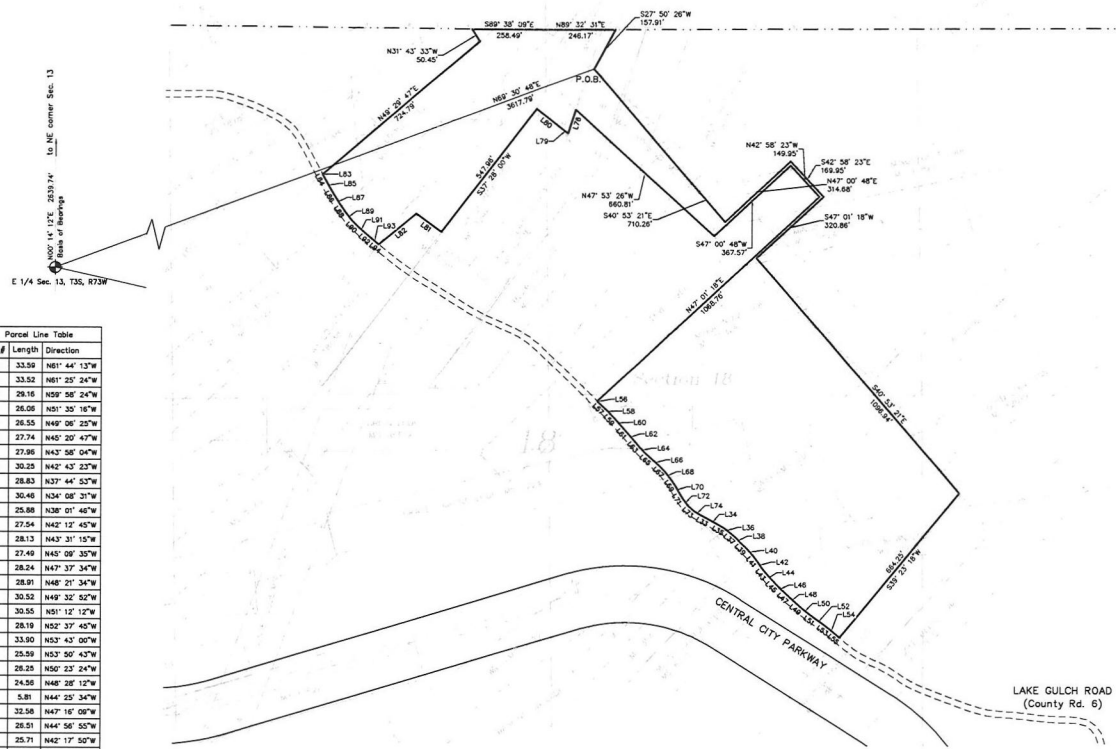
DOUGLAS L. HOWELL PLS 20140

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.

Line #	Length	Direction
L33	33.59	N61° 44' 13"W
L34	33.53	N61° 25' 24"W
L35	29.15	N59° 58' 24"W
L36	28.08	N51° 20' 16"W
L37	26.55	N49° 08' 23"W
L38	27.74	N45° 20' 47"W
L39	27.96	N43° 58' 04"W
L40	30.25	N42° 43' 23"W
L41	28.83	N37° 44' 53"W
L42	30.48	N34° 08' 31"W
L43	29.88	N28° 01' 40"W
L44	27.54	N42° 12' 40"W
L45	28.13	N43° 31' 15"W
L46	27.49	N45° 08' 35"W
L47	28.24	N47° 37' 34"W
L48	28.91	N48° 21' 34"W
L49	30.53	N49° 32' 52"W
L50	30.55	N51° 12' 12"W
L51	28.19	N52° 37' 45"W
L52	33.90	N53° 43' 00"W
L53	29.59	N53° 50' 47"W
L54	28.25	N50° 23' 24"W
L55	24.56	N48° 28' 12"W
L56	5.81	N44° 25' 34"W
L57	32.58	N47° 16' 09"W
L58	28.51	N44° 56' 50"W
L59	25.71	N42° 17' 50"W
L60	35.85	N41° 52' 51"W
L61	32.31	N41° 28' 04"W
L62	32.61	N41° 30' 58"W
L63	30.10	N36° 40' 26"W
L64	31.29	N43° 51' 36"W
L65	31.08	N47° 25' 27"W
L66	35.15	N47° 57' 34"W
L67	25.97	N46° 02' 34"W
L68	36.09	N38° 52' 14"W
L69	27.44	N33° 48' 48"W
L70	27.32	N29° 24' 22"W
L71	24.48	N30° 56' 40"W
L72	31.33	N37° 52' 45"W
L73	26.79	N49° 29' 24"W
L74	26.43	N49° 21' 36"W
L75	30.12	N50° 32' 17"W
L76	88.60	S17° 31' 51"W
L79	26.56	N51° 26' 36"W
L80	114.49	N52° 11' 23"W
L81	108.70	N54° 01' 56"W
L82	172.25	S50° 08' 44"W
L83	1.33	N28° 12' 54"W
L84	25.05	N38° 09' 34"W
L85	27.87	N29° 02' 37"W

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	28.52	N48° 18' 15"W
L92	31.84	N48° 46' 27"W
L93	30.12	N50° 32' 17"W
L94	4.07	N52° 08' 43"W



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

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AND MATERIALS REQUIRED FOR THE
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REQUIRED FOR EXECUTION OF THESE
DOCUMENTS AND WORK OR MATERIALS
SUPPLIED BY ANY SUBCONTRACTORS. ALL
WORK SHALL COMPLY WITH GOVERNING
CODES AND ORDINANCES. THE CONTRACTOR
SHALL REVIEW AND UNDERSTAND ALL
DOCUMENTS AND SHALL NOTIFY THE
ARCHITECT IMMEDIATELY OF ANY
DISCREPANCIES IN THE DRAWINGS, FIELD
CONDITIONS OR DIMENSIONS.

ANALYSIS/REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMIT	11/15/2014	DJH

SHEET No.

2 of 2

ANNEXATION PLAT #2



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



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ISSUE/REVISION/CHANGE				
NO	DATE	BY	CHKD BY	QACD
1	2008.08.14	WJ		

1 of 4

ANNEXATION PLAT #3

LAKE GULCH WHISKEY RESORT

ANNEXATION NO. 3 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

[illegible]

COUNTY OF GULPIN, STATE OF			COUNTY OF GULPIN, STATE OF		
33.	34.	35.	36.	37.	38.
112.	113.	114.	115.	116.	117.
118.	119.	120.	121.	122.	123.
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538.	539.	540.	541.	542.	543.
544.	545.	546.	547.	548.	

123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633
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LEGAL DESCRIPTION

[illegible]

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



His Consultants, Inc.
Lakewood, Colorado
720-273-8940



TINCUP
MOUNTAIN WHISKEY

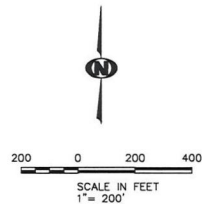
DISTILLERY PROJECT
Black Hawk, Colorado

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

REVISIONS				
NO.	DESCRIPTION	DATE	BY	CHKD.
1	ISSUED FOR PERMITS	10/1/2010		

See Sheet 3 of 4 for continuation

SHEET NO.
2 of 4
ANNEXATION PLAT #3



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 = 16,957.99'
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 _____

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.

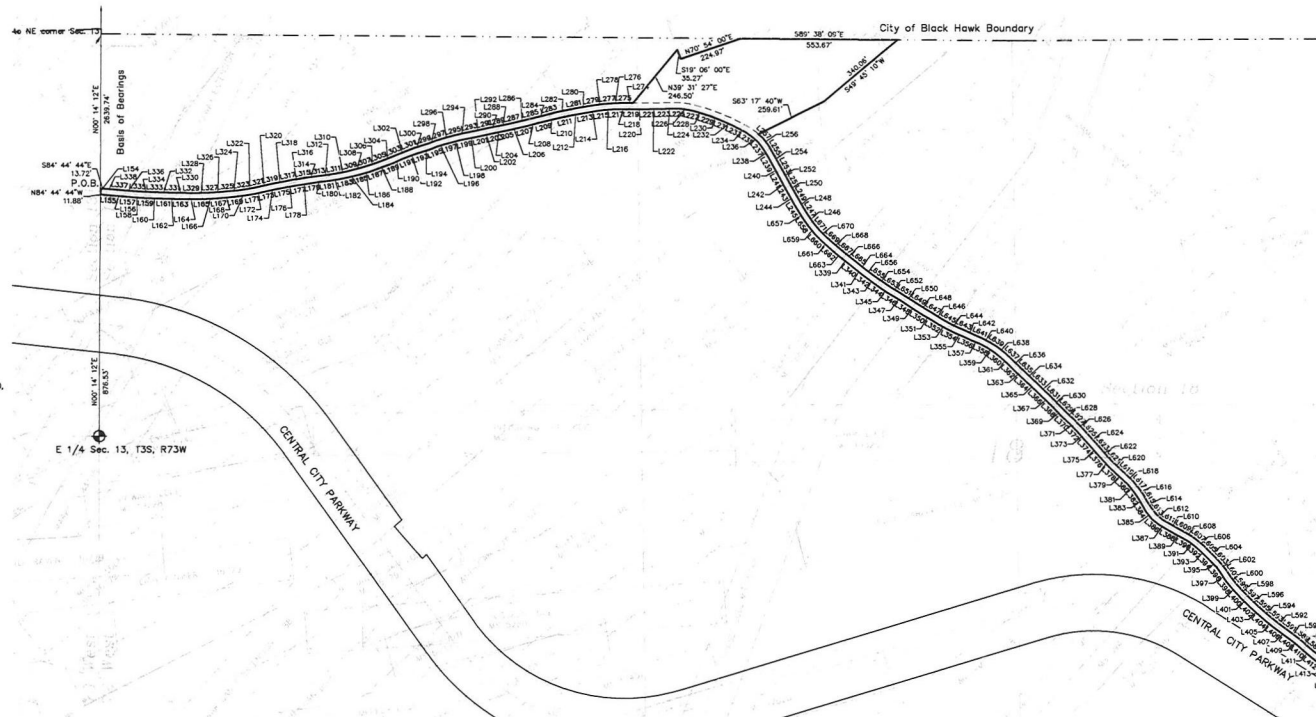
SURVEYOR'S CERTIFICATE

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

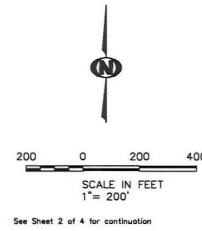
THIS MAP IS PREPARED EXCLUSIVELY FOR ANNEXATION PURPOSES AND IS NOT TO BE USED FOR ANY OTHER PURPOSE AND SHOULD NOT BE CONSTRUED AS A BOUNDARY SURVEY.



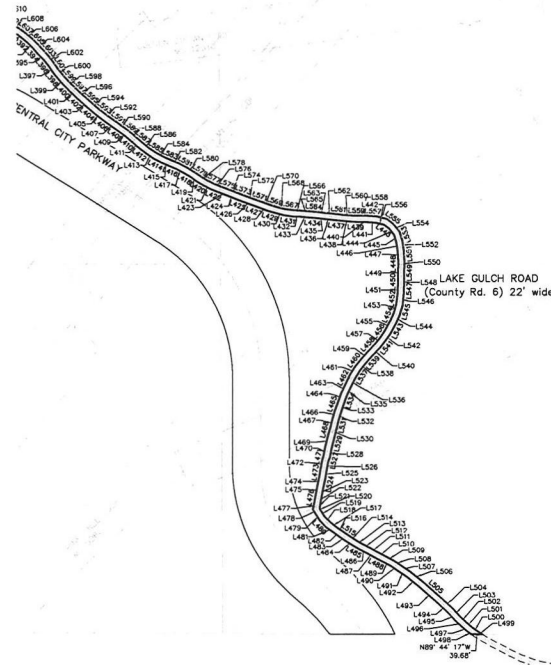
LAKE GULCH WHISKEY RESORT

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



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
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DESIGN INTENT OF THIS SPECIFIC PROJECT
AND ONLY THIS PROJECT. THE CONTRACTOR
SHALL BE RESPONSIBLE FOR ALL
CONSTRUCTION COORDINATION, METH-ODS
AND MATERIALS REQUIRED FOR THE
SUCCESSFUL COMPLETION OF THE PROJECT.
THIS INCLUDES BUT IS NOT LIMITED TO THE
QUALITY OF WORKMANSHIP AND MATERIALS
REQUIRED FOR EXECUTION OF THESE
DOCUMENTS AND WORK ON MATERIALS
SUPPLIED BY ANY SUBCONTRACTORS. ALL
WORK SHALL COMPLY WITH COLORADO
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.	DATE	BY	CHKD.
1	10/1/18	COBURN	COBURN

SHEET NO.

3 of 4

ANNEXATION PLAT #3



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



DISCLAIMER: THESE DOCUMENTS ARE PROVIDED BY THE COBURN ARCHITECTURE INC. FOR THE CONSTRUCTION OF THIS SPECIFIC PROJECT AND ONLY THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION COORDINATION, METHODS AND MATERIALS REQUIRED FOR THE SUCCESSFUL COMPLETION OF THE PROJECT. THIS INCLUDES BUT IS NOT LIMITED TO THE: QUALITY OF WORKMANSHIP AND MATERIALS REQUIRED FOR EXECUTION OF THESE DOCUMENTS AND SUB CONTRACTORS. WORK SHALL COMPLY WITH CONVENTIONAL CODES AND ORDINANCES. THE CONTRACTOR SHALL REVIEW AND UNDERSTAND ALL DOCUMENTS AND SHALL NOTIFY ANY DISCREPANCIES IMMEDIATELY TO THE FIELD SUPERVISOR FOR DISCUSSION AND RESOLUTION OF DISCREPANCIES.

DATE	LOCATION	ACTIVITY	CHARGE	LIB	DATE

4 of 4

ANNEXATION PLAT #3

LAKE GULCH WHISKEY RESORT

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

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

Line	Length	Time	Line	Length	Time
1254	25.03	1467	25.06	25.06	1467
1255	25.15	1469	25.16	25.16	1469
1256	25.25	1471	25.26	25.26	1471
1257	25.62	1477	25.64	25.64	1477
1258	30.03	1473	30.06	30.06	1473
1259	30.13	1474	30.16	30.16	1474
1260	30.25	1476	30.26	30.26	1476
1261	30.35	1477	30.36	30.36	1477
1262	30.45	1478	30.46	30.46	1478
1263	30.55	1479	30.56	30.56	1479
1264	31.05	1480	31.06	31.06	1480
1265	31.15	1481	31.16	31.16	1481
1266	31.25	1482	31.26	31.26	1482
1267	31.35	1483	31.36	31.36	1483
1268	31.45	1484	31.46	31.46	1484
1269	31.55	1485	31.56	31.56	1485
1270	32.05	1486	32.06	32.06	1486
1271	32.15	1487	32.16	32.16	1487
1272	32.25	1488	32.26	32.26	1488
1273	32.35	1489	32.36	32.36	1489
1274	32.45	1490	32.46	32.46	1490
1275	32.55	1491	32.56	32.56	1491
1276	33.05	1492	33.06	33.06	1492
1277	33.15	1493	33.16	33.16	1493
1278	33.25	1494	33.26	33.26	1494
1279	33.35	1495	33.36	33.36	1495
1280	33.45	1496	33.46	33.46	1496
1281	33.55	1497	33.56	33.56	1497
1282	34.05	1498	34.06	34.06	1498
1283	34.15	1499	34.16	34.16	1499
1284	34.25	1500	34.26	34.26	1500
1285	34.35	1501	34.36	34.36	1501
1286	34.45	1502	34.46	34.46	1502
1287	34.55	1503	34.56	34.56	1503
1288	34.65	1504	34.66	34.66	1504
1289	34.75	1505	34.76	34.76	1505
1290	34.85	1506	34.86	34.86	1506
1291	34.95	1507	34.96	34.96	1507
1292	35.05	1508	35.06	35.06	1508
1293	35.15	1509	35.16	35.16	1509
1294	35.25	1510	35.26	35.26	1510
1295	35.35	1511	35.36	35.36	1511
1296	35.45	1512	35.46	35.46	1512
1297	35.55	1513	35.56	35.56	1513
1298	35.65	1514	35.66	35.66	1514
1299	35.75	1515	35.76	35.76	1515
1300	35.85	1516	35.86	35.86	1516
1301	35.95	1517	35.96	35.96	1517
1302	36.05	1518	36.06	36.06	1518
1303	36.15	1519	36.16	36.16	1519
1304	36.25	1520	36.26	36.26	1520
1305	36.35	1521	36.36	36.36	1521
1306	36.45	1522	36.46	36.46	1522
1307	36.55	1523	36.56	36.56	1523
1308	36.65	1524	36.66	36.66	1524
1309	36.75	1525	36.76	36.76	1525
1310	36.85	1526	36.86	36.86	1526
1311	36.95	1527	36.96	36.96	1527
1312	37.05	1528	37.06	37.06	1528
1313	37.15	1529	37.16	37.16	1529
1314	37.25	1530	37.26	37.26	1530
1315	37.35	1531	37.36	37.36	1531
1316	37.45	1532	37.46	37.46	1532
1317	37.55	1533	37.56	37.56	1533
1318	37.65	1534	37.66	37.66	1534
1319					

Year	Length	Depth	Area	Volume
1950	13.50	23.87	477.9	35.05
1951	13.50	23.87	477.9	35.05
1952	13.50	23.87	477.9	35.05
1953	13.50	23.87	477.9	35.05
1954	13.50	23.87	477.9	35.05
1955	13.50	23.87	477.9	35.05
1956	13.50	23.87	477.9	35.05
1957	13.50	23.87	477.9	35.05
1958	13.50	23.87	477.9	35.05
1959	13.50	23.87	477.9	35.05
1960	13.50	23.87	477.9	35.05
1961	13.50	23.87	477.9	35.05
1962	13.50	23.87	477.9	35.05
1963	13.50	23.87	477.9	35.05
1964	13.50	23.87	477.9	35.05
1965	13.50	23.87	477.9	35.05
1966	13.50	23.87	477.9	35.05
1967	13.50	23.87	477.9	35.05
1968	13.50	23.87	477.9	35.05
1969	13.50	23.87	477.9	35.05
1970	13.50	23.87	477.9	35.05
1971	13.50	23.87	477.9	35.05
1972	13.50	23.87	477.9	35.05
1973	13.50	23.87	477.9	35.05
1974	13.50	23.87	477.9	35.05
1975	13.50	23.87	477.9	35.05
1976	13.50	23.87	477.9	35.05
1977	13.50	23.87	477.9	35.05
1978	13.50	23.87	477.9	35.05
1979	13.50	23.87	477.9	35.05
1980	13.50	23.87	477.9	35.05
1981	13.50	23.87	477.9	35.05
1982	13.50	23.87	477.9	35.05
1983	13.50	23.87	477.9	35.05
1984	13.50	23.87	477.9	35.05
1985	13.50	23.87	477.9	35.05
1986	13.50	23.87	477.9	35.05
1987	13.50	23.87	477.9	35.05
1988	13.50	23.87	477.9	35.05
1989	13.50	23.87	477.9	35.05
1990	13.50	23.87	477.9	35.05
1991	13.50	23.87	477.9	35.05
1992	13.50	23.87	477.9	35.05
1993	13.50	23.87	477.9	35.05
1994	13.50	23.87	477.9	35.05
1995	13.50	23.87	477.9	35.05
1996	13.50	23.87	477.9	35.05
1997	13.50	23.87	477.9	35.05
1998	13.50	23.87	477.9	35.05
1999	13.50	23.87	477.9	35.05
2000	13.50	23.87	477.9	35.05
2001	13.50	23.87	477.9	35.05
2002	13.50	23.87	477.9	35.05
2003	13.50	23.87	477.9	35.05
2004	13.50	23.87	477.9	35.05
2005	13.50	23.87	477.9	35.05
2006	13.50	23.87	477.9	35.05
2007	13.50	23.87	477.9	35.05
2008	13.50	23.87	477.9	35.05
2009	13.50	23.87	477.9	35.05
2010	13.50	23.87	477.9	35.05
2011	13.50	23.87	477.9	35.05
2012	13.50	23.87	477.9	35.05
2013	13.50	23.87	477.9	35.05
2014	13.50	23.87	477.9	35.05
2015	13.50	23.87	477.9	35.05
2016	13.50	23.87	477.9	35.05
2017	13.50	23.87	477.9	35.05
2018	13.50	23.87	477.9	35.05
2019	13.50	23.87	477.9	35.05
2020	13.50	23.87	477.9	35.05
2021	13.50	23.87	477.9	35.05
2022	13.50	23.87	477.9	35.05
2023	13.50	23.87	477.9	35.05
2024	13.50	23.87	477.9	35.05

Line	Length	Position
1301	34.74	14407.25 1.00
1302	34.74	14407.25 1.00
1303	34.74	14407.25 1.00
1304	34.74	14407.25 1.00
1305	34.74	14407.25 1.00
1306	34.74	14407.25 1.00
1307	34.74	14407.25 1.00
1308	34.74	14407.25 1.00
1309	34.74	14407.25 1.00
1310	34.74	14407.25 1.00
1311	34.74	14407.25 1.00
1312	34.74	14407.25 1.00
1313	34.74	14407.25 1.00
1314	34.74	14407.25 1.00
1315	34.74	14407.25 1.00
1316	34.74	14407.25 1.00
1317	34.74	14407.25 1.00
1318	34.74	14407.25 1.00
1319	34.74	14407.25 1.00
1320	34.74	14407.25 1.00
1321	34.74	14407.25 1.00
1322	34.74	14407.25 1.00
1323	34.74	14407.25 1.00
1324	34.74	14407.25 1.00
1325	34.74	14407.25 1.00
1326	34.74	14407.25 1.00
1327	34.74	14407.25 1.00
1328	34.74	14407.25 1.00
1329	34.74	14407.25 1.00
1330	34.74	14407.25 1.00
1331	34.74	14407.25 1.00
1332	34.74	14407.25 1.00
1333	34.74	14407.25 1.00
1334	34.74	14407.25 1.00
1335	34.74	14407.25 1.00
1336	34.74	14407.25 1.00
1337	34.74	14407.25 1.00
1338	34.74	14407.25 1.00
1339	34.74	14407.25 1.00
1340	34.74	14407.25 1.00
1341	34.74	14407.25 1.00
1342	34.74	14407.25 1.00
1343	34.74	14407.25 1.00
1344	34.74	14407.25 1.00
1345	34.74	14407.25 1.00
1346	34.74	14407.25 1.00
1347	34.74	14407.25 1.00
1348	34.74	14407.25 1.00
1349	34.74	14407.25 1.00
1350	34.74	14407.25 1.00
1351	34.74	14407.25 1.00
1352	34.74	14407.25 1.00
1353	34.74	14407.25 1.00
1354	34.74	14407.25 1.00
1355	34.74	14407.25 1.00
1356	34.74	14407.25 1.00
1357	34.74	14407.25 1.00
1358	34.74	14407.25 1.00
1359	34.74	14407.25 1.00
1360	34.74	14407.25 1.00
1361	34.74	14407.25 1.00
1362	34.74	14407.25 1.00
1363	34.74	14407.25 1.00
1364	34.74	14407.25 1.00
1365	34.74	14407.25 1.00
1366	34.74	14407.25 1.00
1367	34.74	14407.25 1.00
1368	34.74	14407.25 1.00
1369	34.74	14407.25 1.00
1370	34.74	14407.25 1.00
1371	34.74	14407.25 1.00
1372	34.74	14407.25 1.00
1373	34.74	14407.25 1.00
1374	34.74	14407.25 1.00
1375	34.74	14407.25 1.00
1376	34.74	14407.25 1.00
1377	34.74	14407.25 1.00
1378	34.74	14407.25 1.00
1379	34.74	14407.25 1.00
1380	34.74	14407.25 1.00
1381	34.74	14407.25 1.00
1382	34.74	14407.25 1.00
1383	34.74	14407.25 1.00
1384	34.74	14407.25 1.00
1385	34.74	14407.25 1.00
1386	34.74	14407.25 1.00
1387	34.74	14407.25 1.00
1388	34.74	14407.25 1.00
1389	34.74	14407.25 1.00
1390	34.74	14407.25 1.00
1391	34.74	14407.25 1.00
1392	34.74	14407.25 1.00
1393	34.74	14407.25 1.00
1394	34.74	14407.25 1.00
1395	34.74	14407.25 1.00
1396	34.74	14407.25 1.00
1397	34.74	1

Line	Length	Volume
1001	27.68	6027.37 29.99
1002	27.68	6027.37 29.99
1003	27.68	6027.37 29.99
1004	27.68	6027.37 29.99
1005	33.64	6001.15 17.45
1006	33.64	6001.15 17.45
1007	33.64	6001.15 17.45
1008	33.64	6001.15 17.45
1009	43.15	6049.39 47.22
1010	43.15	6049.39 47.22
1011	43.15	6049.39 47.22
1012	43.15	6049.39 47.22
1013	43.15	6049.39 47.22
1014	43.15	6049.39 47.22
1015	43.15	6049.39 47.22
1016	43.15	6049.39 47.22
1017	43.15	6049.39 47.22
1018	43.15	6049.39 47.22
1019	43.15	6049.39 47.22
1020	43.15	6049.39 47.22
1021	43.15	6049.39 47.22
1022	43.15	6049.39 47.22
1023	43.15	6049.39 47.22
1024	43.15	6049.39 47.22
1025	43.15	6049.39 47.22
1026	43.15	6049.39 47.22
1027	43.15	6049.39 47.22
1028	43.15	6049.39 47.22
1029	43.15	6049.39 47.22
1030	43.15	6049.39 47.22
1031	43.15	6049.39 47.22
1032	43.15	6049.39 47.22
1033	43.15	6049.39 47.22
1034	43.15	6049.39 47.22
1035	43.15	6049.39 47.22
1036	43.15	6049.39 47.22
1037	43.15	6049.39 47.22
1038	43.15	6049.39 47.22
1039	43.15	6049.39 47.22
1040	43.15	6049.39 47.22
1041	43.15	6049.39 47.22
1042	43.15	6049.39 47.22
1043	43.15	6049.39 47.22
1044	43.15	6049.39 47.22
1045	43.15	6049.39 47.22
1046	43.15	6049.39 47.22
1047	43.15	6049.39 47.22
1048	43.15	6049.39 47.22
1049	43.15	6049.39 47.22
1050	43.15	6049.39 47.22
1051	43.15	6049.39 47.22
1052	43.15	6049.39 47.22
1053	43.15	6049.39 47.22
1054	43.15	6049.39 47.22
1055	43.15	6049.39 47.22
1056	43.15	6049.39 47.22
1057	43.15	6049.39 47.22
1058	43.15	6049.39 47.22
1059	43.15	6049.39 47.22
1060	43.15	6049.39 47.22
1061	43.15	6049.39 47.22
1062	43.15	6049.39 47.22
1063	43.15	6049.39 47.22
1064	43.15	6049.39 47.22
1065	43.15	6049.39 47.22
1066	43.15	6049.39 47.22
1067	43.15	6049.39 47.22
1068	43.15	6049.39 47.22
1069	43.15	6049.39 47.22
1070	43.15	6049.39 47.22
1071	43.15	6049.39 47.22
1072	43.15	6049.39 47.22
1073	43.15	6049.39 47.22
1074	43.15	6049.39 47.22
1075	43.15	6049.39 47.22
1076	43.15	6049.39 47.22
1077	43.15	6049.39 47.22
1078	43.15	6049.39 47.22
1079	43.15	6049.39 47.22
1080	43.15	6049.39 47.22
1081	43.15	6049.39 47.22
1082	43.15	6049.39 47.22
1083	43.15	6049.39 47.22
1084	43.15	6049.39 47.22
1085	43.15	6049.39 47.22
1086	43.15	6049.39 47.22
1087	43.15	6049.39 47.22
1088	43.15	6049.39 47.22
1089	43.15	6049.39 47.22
1090	43.15	6049.39 47.22
1091	43.15	6049.39 47.22
1092	43.15	6049.39 47.22
1093	43.15	6049.39 47.22
1094	43.15	6049.39 47.22
1095	43.15	6049.39 47.22
1096	43.15	6049.39 47.22
1097	43.15	6

[illegible]

Line #	Length	Division
L001	5.900	5037 26 93 X1
L002	5.900	5037 26 93 X1
L003	5.900	5037 26 93 X1
L004	5.900	5037 26 93 X1
L005	5.900	5037 26 93 X1
L006	5.900	5037 26 93 X1
L007	5.900	5037 26 93 X1
L008	5.900	5037 26 93 X1
L009	5.900	5037 26 93 X1
L010	5.900	5037 26 93 X1
L011	5.900	5037 26 93 X1
L012	5.900	5037 26 93 X1
L013	5.900	5037 26 93 X1
L014	5.900	5037 26 93 X1
L015	5.900	5037 26 93 X1
L016	5.900	5037 26 93 X1
L017	5.900	5037 26 93 X1
L018	5.900	5037 26 93 X1
L019	5.900	5037 26 93 X1
L020	5.900	5037 26 93 X1
L021	5.900	5037 26 93 X1
L022	5.900	5037 26 93 X1
L023	5.900	5037 26 93 X1
L024	5.900	5037 26 93 X1
L025	5.900	5037 26 93 X1
L026	5.900	5037 26 93 X1
L027	5.900	5037 26 93 X1
L028	5.900	5037 26 93 X1
L029	5.900	5037 26 93 X1
L030	5.900	5037 26 93 X1
L031	5.900	5037 26 93 X1
L032	5.900	5037 26 93 X1
L033	5.900	5037 26 93 X1
L034	5.900	5037 26 93 X1
L035	5.900	5037 26 93 X1
L036	5.900	5037 26 93 X1
L037	5.900	5037 26 93 X1
L038	5.900	5037 26 93 X1
L039	5.900	5037 26 93 X1
L040	5.900	5037 26 93 X1
L041	5.900	5037 26 93 X1
L042	5.900	5037 26 93 X1
L043	5.900	5037 26 93 X1
L044	5.900	5037 26 93 X1
L045	5.900	5037 26 93 X1
L046	5.900	5037 26 93 X1
L047	5.900	5037 26 93 X1
L048	5.900	5037 26 93 X1
L049	5.900	5037 26 93 X1
L050	5.900	5037 26 93 X1
L051	5.900	5037 26 93 X1
L052	5.900	5037 26 93 X1
L053	5.900	5037 26 93 X1
L054	5.900	5037 26 93 X1
L055	5.900	5037 26 93 X1
L056	5.900	5037 26 93 X1
L057	5.900	5037 26 93 X1
L058	5.900	5037 26 93 X1
L059	5.900	5037 26 93 X1
L060	5.900	5037 26 93 X1

Line #	Length	Position	Price	Use	Size
L060	33.87	5445.26	17.79		
L061	30.25	5446.17	17.79		
L062	32.27	5446.45	27.79		
L063	30.79	5450.27	17.79		
L064	28.28	5501.12	20.75		
L065	28.84	5507.09	16.75		
L066	25.15	5522.59	42.75		
L067	25.15	5522.59	42.75		
L068	31.94	5445.26	17.79		
L069	29.52	5445.26	17.79		
L070	32.08	5445.26	17.79		
L071	34.04	5287.27	56.75		

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 ¼ 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 CO S12 S13 1980", bears N 00°4'12" E, a distance of 2,538.74 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 563.62 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 367.79 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°38'04" W a distance of 29.00 feet;
4. N 45°38'04" W a distance of 24.91 feet;
5. N 42°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 26.95 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°18'05" 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 28.13 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°04'38" 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. 15283;

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. 13016;

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.



COBURN
ARCHITECTURE

2960 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:
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PROJ/REV/DATE/REVISION				
NO.	DESCRIPTION	DATE	BY	CHK
1	ISSUED FOR PERMIT	10/1/2024	JL	MS

SHEET No.

1 of 2

ANNEXATION PLAT #4

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



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

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



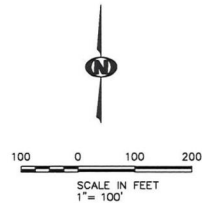
TINCUP
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AND MATERIALS REQUIRED FOR THE
SUCCESSFUL COMPLETION OF THE PROJECT.
THIS INCLUDES BUT IS NOT LIMITED TO THE
QUALITY OF WORKMANSHIP AND MATERIALS
REQUIRED FOR EXECUTION OF THESE
DOCUMENTS AND WORK OR MATERIALS
SUPPLIED BY ANY SUBCONTRACTORS. ALL
WORK SHALL COMPLY WITH GOVERNING
CODES AND ORDINANCES. THE CONTRACTOR
SHALL REVIEW AND UNDERSTAND ALL
DOCUMENTS AND SHALL NOTIFY THE
ARCHITECT IMMEDIATELY OF ANY
DISCREPANCIES IN THE DRAWINGS, FIELD
CONDITIONS OR DIMENSIONS.

DATE/REVISION SCHEDULE			
NO.	DESCRIPTION	DATE/REVISION	BY
1	ISSUED FOR PERMIT	10/1/2010	JLH

SHEET NO.
2 of 2
ANNEXATION PLAT #4



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 ____ RECEIPT NO. _____

GILPIN COUNTY CLERK AND RECORDER _____ DEPUTY CLERK _____

NOTES

- TOTAL PERIMETER, THIS PLAT = 6,000.03'
1/6 TOTAL PERIMETER = 1,000.34'
PERIMETER CONTIGUOUS TO EXISTING CITY OF BLACK HAWK = 2,143.24'
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

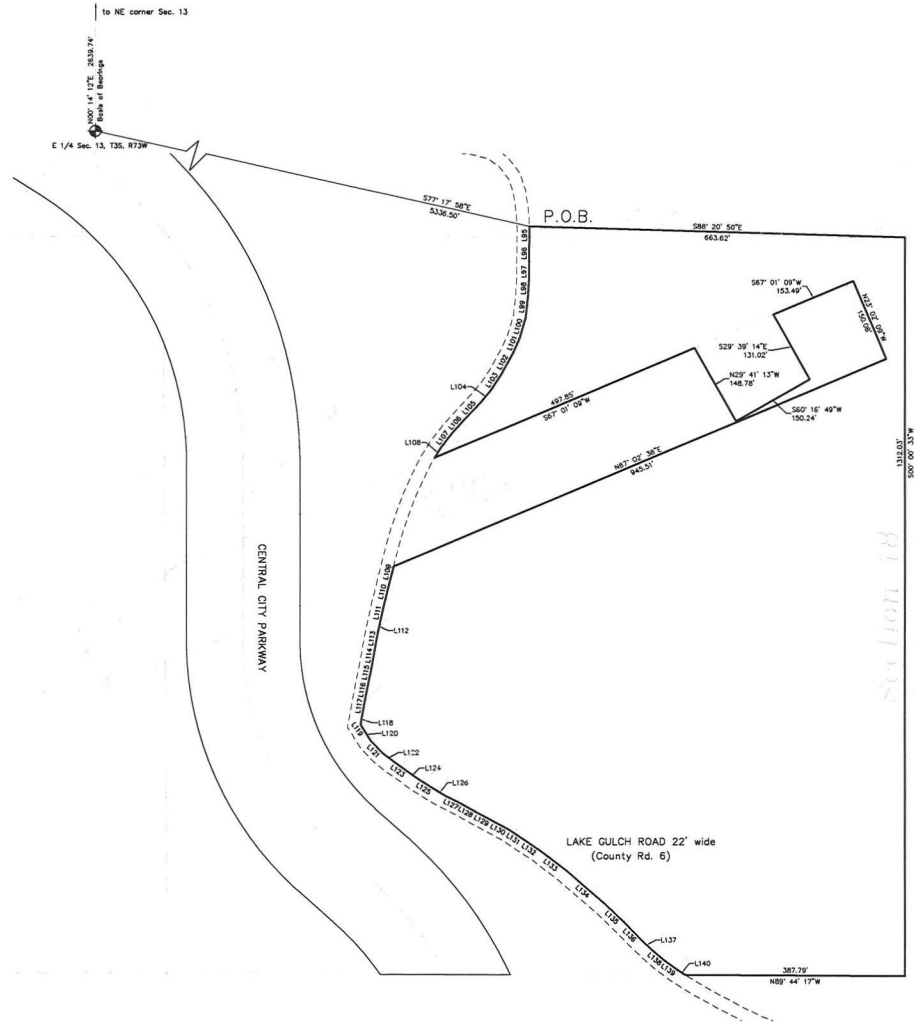
I, DOUGLAS L. HOWELL, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF
COLORADO, DO HEREBY STATE THAT THE MAP HEREON SHOWN IS A CORRECT
DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST
ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS
TO THE PRESENT BOUNDARY OF THE 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.

Line #	Length	Bearing
L98	31.57	N02° 41' 58"E
L99	32.44	N02° 13' 29"E
L100	32.18	N00° 03' 20"W
L101	28.30	N02° 47' 48"E
L102	38.26	N06° 12' 17"E
L103	37.16	N16° 17' 42"E
L104	29.34	N24° 29' 21"E
L105	45.06	N28° 41' 22"E
L106	30.28	N34° 24' 43"E
L107	30.09	N40° 01' 56"E
L108	38.41	N43° 22' 45"E
L109	24.91	N47° 40' 02"E
L110	32.47	N37° 13' 45"E
L111	20.73	N31° 34' 31"E
L112	24.47	N13° 41' 03"E
L113	47.10	N14° 06' 12"E
L114	26.86	N11° 45' 46"E
L115	15.92	N13° 18' 52"E
L116	30.16	N10° 22' 47"E
L117	30.12	N09° 29' 42"E
L118	21.40	N11° 50' 43"E
L119	31.82	N11° 03' 12"E
L120	25.34	N10° 04' 56"E
L121	18.58	N11° 08' 36"E
L122	7.58	N33° 47' 37"W
L123	27.59	N32° 05' 32"W
L124	29.13	N44° 08' 01"W
L125	27.04	N52° 04' 38"W
L126	25.73	N54° 37' 49"W
L127	26.38	N54° 46' 50"W
L128	30.82	N58° 03' 45"W
L129	25.17	N58° 16' 04"W
L130	29.27	N62° 18' 05"W
L131	30.28	N60° 16' 48"W
L132	33.01	N61° 28' 09"W
L133	33.37	N61° 28' 38"W
L134	28.85	N50° 46' 17"W
L135	38.86	N56° 17' 03"W
L136	57.67	N51° 45' 51"W
L137	91.48	N46° 44' 50"W
L138	48.20	N45° 53' 24"W
L139	41.87	N43° 37' 28"W
L140	24.91	N40° 36' 04"W
L141	28.00	N49° 26' 04"W
L142	30.11	N53° 53' 44"W
L143	15.49	N58° 27' 45"W



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



COBURN
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TINCUP
MOUNTAIN WHISKEY

DISTILLERY PROJECT
Black Hawk, Colorado

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SHALL REVIEW AND UNDERSTAND ALL
DOCUMENTS AND SHALL NOTIFY THE
ARCHITECT IMMEDIATELY OF ANY
DISCREPANCIES IN THE DRAWINGS, FIELD
CONDITIONS OR DIMENSIONS.

REVISION INFORMATION SHEET			
NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMIT		

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, R72W, 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 02°14'12" E, a distance of 2,639.74 feet, said line forming the Basis of Bearing for this description; thence N 37° 48' 48" 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 1/4 of said Section 18 and the City of Black Hawk Boundary; thence S 89° 38' 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 30° 23' 48" 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 25.67 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.

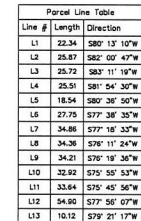
SHEET No.

1 of 2

ANNEXATION PLAT #5

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

ANNEXATION PLAT #5



DOUGLAS L. HOWELL PLS 20140

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



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
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SHALL BE RESPONSIBLE FOR ALL
CONSTRUCTION COORDINATION, METHODS
AND MATERIALS REQUIRED FOR THE
SUCCESSFUL COMPLETION OF THE PROJECT.
THIS INCLUDES BUT IS NOT LIMITED TO THE
QUALITY OF WORKMANSHIP AND MATERIALS
REQUIRED FOR EXECUTION OF THESE
DOCUMENTS AND WORK OR MATERIALS
SUPPLIED BY ANY SUBCONTRACTORS. ALL
WORK SHALL COMPLY WITH GOVERNING
CODES AND ORDINANCES. THE CONTRACTOR
SHALL REVIEW AND UNDERSTAND ALL
DOCUMENTS AND SHALL NOTIFY THE
ARCHITECT IMMEDIATELY OF ANY
DISCREPANCIES IN THE DRAWINGS, FIELD
CONDITIONS OR DIMENSIONS.

DISSEMINATION RECORD			
NO.	DATE	BY	REVISION
1	01/11/2024	COBURN	1

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, R72W, being a US BLM standard brass cap, stamped
"T3S R72W R72W X 513 1980" from whence the northeast corner of said Section 13, being a US BLM
standard brass cap, stamped "T3S R72W R72W CC 512 513 1980", bears N 00°41'12" E a distance of
2,638.74 feet, said line forming the Basis of Bearing for this description; thence N 20° 56' 43" E a distance
of 897.85 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. 8722 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 Anne
Lode, US Mineral Survey No. 7790;

thence S 81° 53' 31" W along said line 1-2 of said Anne Lode a distance of 776.77 feet to the point of
intersection with line 7-8 of said Dale Lode, US Mineral Survey No. 13336;

thence N 39° 23' 00" E along said line 7-8 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;

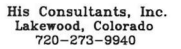
thence S 39° 23' 43" W along line 4-3 of said Dale Lode a distance of 624.77 feet to the Point of
Beginning containing 2.35 acres more or less.

SHEET NO.

1 of 2

ANNEXATION PLAT #6

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



DISTILLERY PROJECT
Black Hawk, Colorado

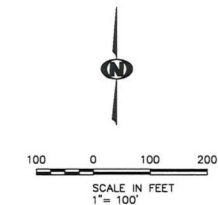
DISCLAIMER
THESE DOCUMENTS ARE PROVIDED BY CORBURN ARCHITECTURE INC., FOR THE DESIGN INTENT OF THIS SPECIFIC PROJECT AND ONLY THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION COORDINATION, METHODS AND MATERIALS REQUIRED FOR THE SUCCESSFUL COMPLETION OF THE PROJECT. THIS INCLUDES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

REVISION SCHEDULE				
NO.	DESCRIPTION	AUTHOR	CHECKED	DATE
1	INITIAL DESIGN			1.00.2020

SHEET No. _____

2 of 2

ANNEXATION PLAT #6



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 _____

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

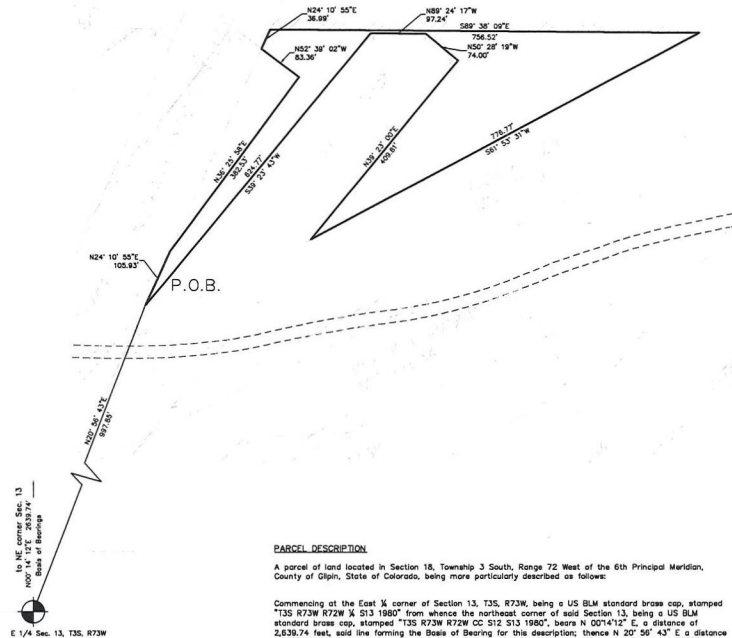
SURVEYOR'S CERTIFICATE

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

DOUGLAS L. HOWELL PLS 20140

NOTICE

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



PARCEL DESCRIPTION

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

Commencing at the East A corner of Section 13, T35, R73W, being a US BLM standard brown cap, stamped "T35 R73W R73W 1/4 S13 1960" from the South East corner of said Section 13, being a US BLM standard brown cap, stamped "T35 R73W R73W 1/4 S13 1960", bearing S 00°12'12" E a distance of 2,639.74 feet, said line forming the Goals 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 Dale, US Mineral Survey No. 13338 with line 2-1 of the Notoway Lodge, US Mineral Survey No. 9722 being the Point of Beginning.

thence N 24° 10' 55" E along said line 2-1 of said Gulch 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 1-1 of said Gulch Lode;

thence N 24° 10' 55" E along said line 2-1 of said Notsky 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 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 89° 38' 09" E a distance of 1-2 of said Annex Lode a distance of 778.77 feet to the point of intersection with line 7-6 of said Dole Lode, US Mineral Survey No. 13336;

thence N 20° 23' 00" E along said line 7-6 of said Dole Lode a distance of 409.81 feet to corner No. 6 of said Dole Lode;

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

thence N 50° 28' 19" W along line 5-4 of said Dole Lode a distance of 97.24 feet to corner No. 4 of said Dole Lode;

thence S 39° 23' 43" W along line 4-3 of said Dole Lode a distance of 924.77 feet to the Point of Beginning containing 2.30 acres or less.

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

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, 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 CO S12 S13 1980", bears N 00°14'12" E, a distance of 2,639.74 feet, solid line forming the Base 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 Mottle Lode, US Mineral Survey No. 970;

thence N 44°29'09" E along line 4-3 of said Little Mottle Lode a distance of 1500.03 feet to corner No. 3 of said Little Mottle 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 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 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 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 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 68°35'30" W along the east-west centerline of the SW 1/4 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.



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
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REVISION SCHEDULE			
NO.	DESCRIPTION	DATE/REVISION	BY
1	ISSUE FOR PERMIT	11/11/2025	11/11/2025

SHEET NO.

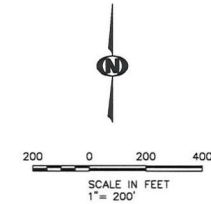
1 of 2

ANNEXATION PLAT #7

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 = 7,384.34'
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.

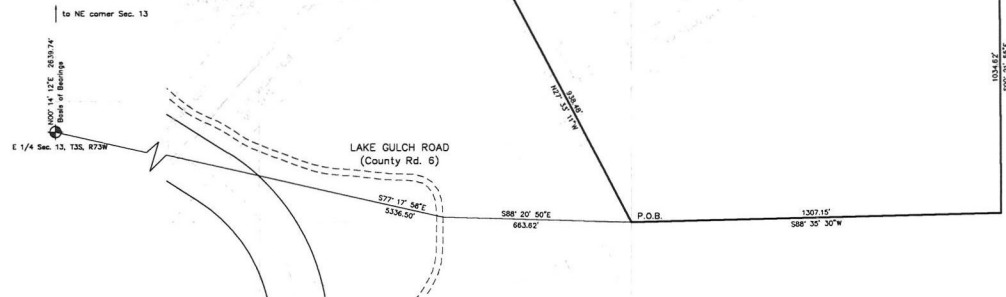
SURVEYOR'S CERTIFICATE

I, DOUGLAS L. HOWELL, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF
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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

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



TINCUP
MOUNTAIN WHISKEY

DISTILLERY PROJECT
Black Hawk, Colorado

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CONDITIONS OR DIMENSIONS.

DISSEMINATION SCHEDULE			
NO.	DESCRIPTION	DATE CHECKED	DATE
1	ISSUED FOR FILING		

SHEET NO.

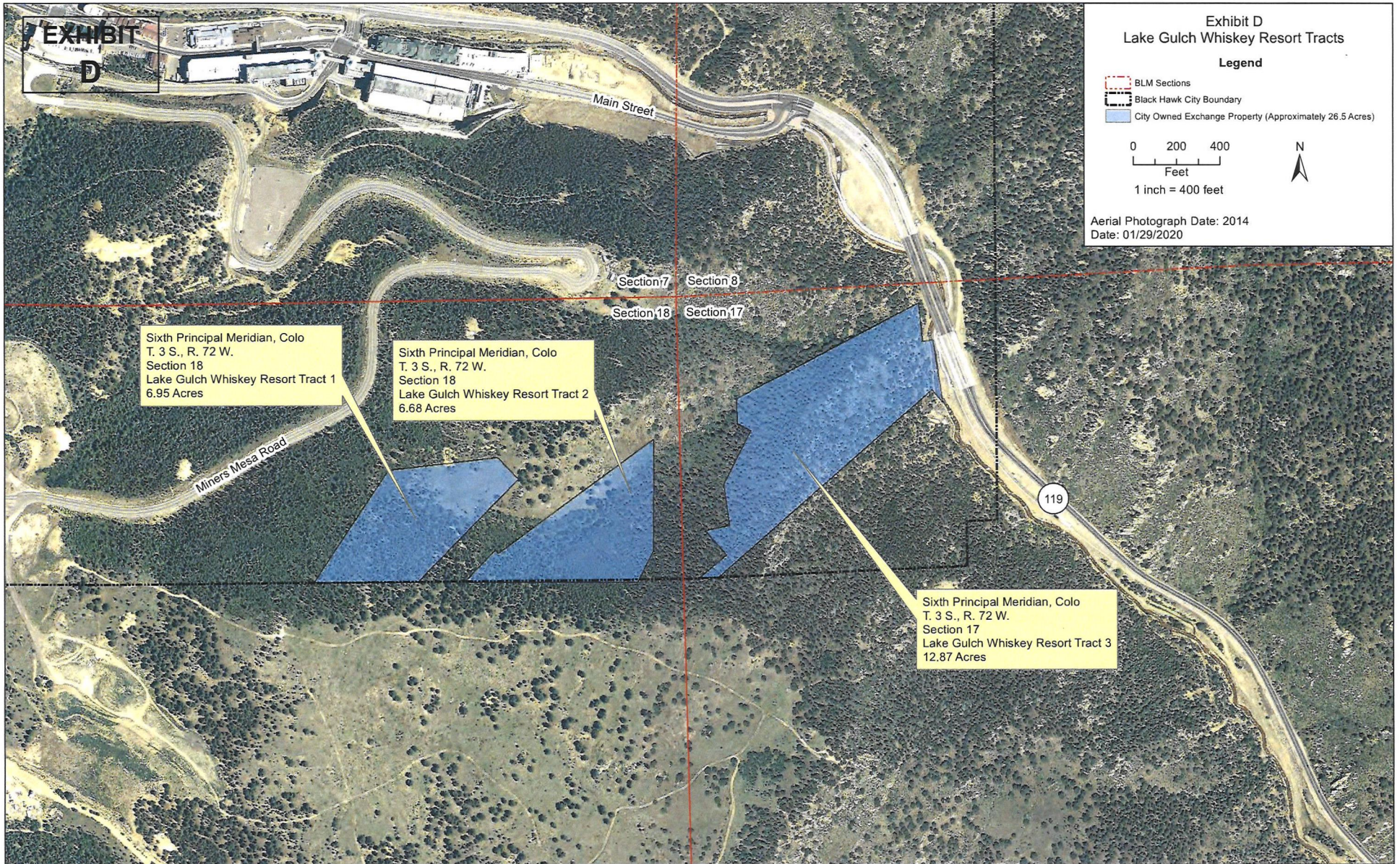
2 of 2

ANNEXATION PLAT #7

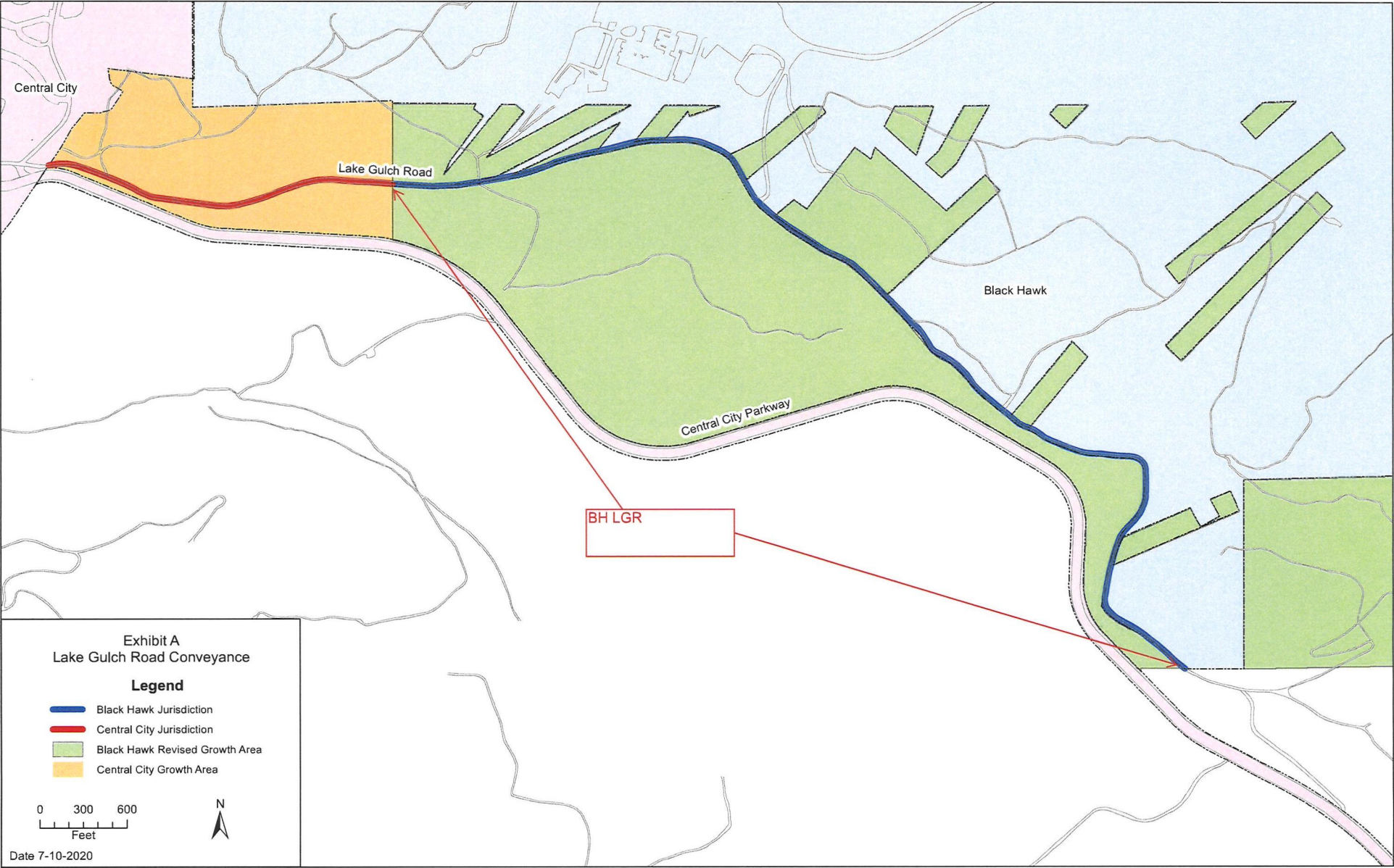
[illegible]

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

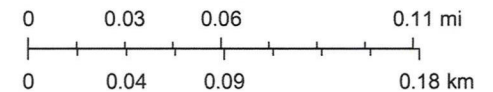
Gilpin County



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

- | | | | |
|-----------------|---------------------|----------------------------------|-----------|
| 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

APPENDIX 4 to Lake Gulch Road IGA
Road Maintences and Requirements



GILPIN COUNTY COLORADO
Department of Infrastructure and Development Services

Division of Public Works

255 Braeher Park Road

Black Hawk, CO 80422

303-582-5004

Email: gcpw@gilpincounty.org

Gilpin County Public Works historically provides grading maintenance on Lake Gulch Road during the second week of April when Public Works starts the county wide road grading maintenance program. This county wide program systematically grades all of the county-maintained roads during a two-month period ensuring that all maintained roads receive maintenance at least once during the summer months.

During the rest of the year Lake Gulch Road will have road maintenance performed another two to three times that varies depending on weather conditions and how the traffic deteriorates the road.

Gilpin County performs a standard Grading procedure during maintenance operations consisting of:

These procedures require the use of a Road Grader, Water truck and a Vibratory Smooth Drum Roller.

1. Pulling the ditch to remove the accumulated material and realigning the ditch to proper position Including the area before and after a culvert.
2. Cutting the road surface to reestablish a four percent V-shaped crown using standard operating procedures that maintains the V-shape.
3. Cutting the shoulder as needed to provide more usable material and remove any berms created through winter snow removal activities.
4. Laying out the generated material in a consistent depth to achieve the finished road with a V-shaped 4 percent crown (variable to 3-6 percent).
5. The finished graded road gets compacted with a vibratory steel drum compaction roller.
6. During this maintenance process water is applied to the road using a water truck during the following procedures;
 - i. First application provides a presoak before grading starts.
 - ii. After the road has been cut soaking the hardpan before layback procedures.
 - iii. Before and after the compaction application.
 - iv. Water will be applied more often to keep the road material from drying out during all procedures if needed.
 - v. Water should be applied for a topical treatment to create a crust on the finished compacted road surface.

ADDENDUM TO MAINTENANCE SCHEDULE

Scheduled maintenance of Lake Gulch Road is important and required but not the only instances when maintenance may be needed and therefore required. Increased use, adverse weather conditions, or poor or substandard road conditions on Lake Gulch Road may trigger the need for additional unscheduled maintenance. Black Hawk and Central City will perform both scheduled and unscheduled maintenance. Regular monitoring of the Lake Gulch Road and tracking of weather forecasts and conditions is important for timely maintenance. Black Hawk and Central City shall also inform the public with signage and other means the extent to which each City is responsible for maintenance of Lake Gulch Road. Each City shall provide a contact phone number and email address by which members of the public can submit concerns with the road conditions on Lake Gulch Road. Legitimate concerns must be timely addressed by the Cities. Maintenance as previously defined necessarily includes without limitation grading, resurfacing, snow plowing/removal, dust suppression, leveling, shoulder work, drainage and ditch work, culverts, structural support, rock/debris/obstruction removal, compaction, fixing pot holes, and smoothing washboards.

The following hyperlink is to the County's snow and ice removal policy for roads. The most recent version of this policy is attached. The snow and ice removal policy is, however, a living document and subject to revision and improvement. So, for the most current requirements under this policy in the future, the Cities are required to access the most recent version of the policy through the below link:

http://gilpinco.hosted.civicle.com/UserFiles/Servers/Server_9285172/File/Depts/Public%20Works/2011Count%20SnowIceRemPolicy.pdf



GILPIN COUNTY PUBLIC WORKS BLACK HAWK, COLORADO

COUNTY SNOW AND ICE REMOVAL POLICY

GENERAL: Snow and ice removal operations within Gilpin County are considered a vital part of the economic and social welfare of the County. Economics, however, requires a balance between the level of service and the resources available to perform snow and ice removal. The basic philosophy governing Gilpin County's Snow and Ice Removal Policy is that except during some blizzard conditions, main County roads (collector roads) including all school bus routes, will receive top priority. These roads will be plowed and/or sanded in a timely manner to facilitate the movement of vehicles from areas within the County such as between business districts and rural subdivisions. County roads classified as local roads (usually roads within subdivisions) will receive very limited exceptions. Gilpin County will only provide snow and ice removal on Level I and/or Level II roads (Collector and select roads of high importance) during the nighttime hours.

PROCEDURE: Specific Gilpin County snow and ice removal policies are as follows:

1. All of Gilpin County's roads are categorized by the level of snow and ice removal efforts which will be devoted to them. The various levels of snow and ice removal services, the degree of service, and the roadways which fall within each level are identified below.
 - A. Level I Roads: This level includes collector and select roads of high importance (as determined by the Gilpin County Public Works Department). Level I roads will be plowed and sanded during night time hours to accommodate late night vehicle movement. Plowing and sanding operations will normally be carried out between the hours of 5:00 p.m. – 3:30 a.m. and then again between 4:30 a.m. – 3:00 p.m., 20-24 hours a day during snow storms.
 - B. Level II Roads: This level includes all collector roads. This level also includes all local roads that currently have a school bus route. Plowing and sanding operations will normally be carried out between the hours of 5:00 p.m. – 3:30 a.m. and then again between 4:30 a.m. – 3:00 p.m. In the event of extreme severe weather, level II roads may not be plowed until all Level I roads have been opened. This level will receive priority over Level III and Level IV roads and will be plowed and sanded within the first 24 hours after snowfall has ended.

GILPIN COUNTY SNOW AND ICE REMOVAL POLICY

- C. Level III Roads: This level includes County roads classified as local. Level III roads are the remaining roads which are not included in Level I and/or Level II above and are mostly those roads located within subdivisions and low volume roads serving a remote area or location. Level III roads will be plowed and /or sanded as needed for snowfalls exceeding four inches, after the needs of Level I and Level II are met. Plowing and sanding operations will normally be carried out between the hours of 4:30 a.m. – 3:00 p.m. This priority level will normally be provided within 24-48 hours after snowfall has ended.
 - D. Level IV Roads: Level IV roads are roads such as forest service roads, seasonal roads or roads designated on plats filed with the County or dedicated for public use, but have not been formally accepted by the Gilpin County Board of Commissioners for maintenance. Only emergency maintenance will be provided on Level IV roads. Emergency maintenance can only be approved by the Gilpin County Public Works Department.
- 2. In the event that a Level I, II or III road is contained in a current intergovernmental agreement with another entity that road will be maintained by the County and shall be maintained according to the county's snow and ice removal policy.
 - 3. As noted earlier, in the event that blizzard conditions exist with high winds, creating extremely low visibility, Gilpin County may not attempt to provide any snow and ice removal services for any of the above-described levels of services until the blizzard conditions have ended.
 - 4. Gilpin County normally will spread sand only on steep hills, curves and intersections, and will not spread sand continuously along roadways.
 - 5. Gilpin County will address problem areas such as access to mailbox units, isolated slick spots, etc. only after snow and ice removal operations on Level I, II and III roads have been met.
 - 6. Gilpin County will not be responsible for any damage to newspaper delivery boxes, mailboxes, or mailbox units unless they are physically struck by county equipment. It is the homeowner's responsibility to see that paper boxes and/or mailboxes are properly placed and marked and sturdy enough to ensure that they will not be damaged or destroyed by snow being thrown from passing snowplows. Gilpin County will only replace mailboxes which are physically hit by snowplows, provided that the mailboxes are properly located and marked.

GILPIN COUNTY SNOW AND ICE REMOVAL POLICY

7. Gilpin County will not be responsible for snow removal in front of mailboxes to ensure mail delivery; this is the owner's responsibility.
8. Gilpin County will not provide towing service for private or public vehicles which are struck in the snow or have run off the road. Snowplow and sanding truck operators may provide assistance if they are passing by, but will not make a special trip to assist. If a tow strap or chain is required to pull a vehicle owner of a stranded vehicle, the owner must physically hook the tow strap or chain to his or her vehicle. Gilpin County operators will not be allowed to hook the tow strap or chain to any vehicle other than Gilpin County's.
9. The practice of pushing snow onto or across Gilpin County's roadways endangers the traveling public as well as snow plow operators. Colorado Revised State Statutes make it unlawful to store or deposit snow on the public right-of-way. Gilpin County residents may receive a warning and/or summons for snow pushed onto the County's right-of-way from driveways, sidewalks, parking lots, etc.
10. The parking of vehicles on the traveled portion of County maintained right-of-ways is prohibited. Colorado Revised State Statutes and Gilpin County Ordinance 97-1 make it unlawful to park on the traveled portion of a roadway. Gilpin County residents and/or tourists may receive a warning and/or summons for parking vehicles on the traveled portion of a Gilpin County right-of-way or cul-de-sac.
11. Gilpin County will not plow private driveways or roads except in the case of a life-threatening emergency. Any emergency request will be forwarded to the Gilpin County Public Works Department from the Gilpin County Sheriff's Office. A decision at the time will be made by the Director to have the driveway or roadway plowed at the Sheriff's Office's request.



GILPIN COUNTY COLORADO
Department of Infrastructure and Development Services

Division of Public Works
255 Braecher Park Road
Black Hawk, CO 80422
303-582-5004
Email: gcpw@gilpincounty.org

Gilpin County Public Works provides Winter Maintenance in accordance to the Gilpin County Snow and Ice Policy.

Lake Gulch Road is considered to be a Level III road and would receive maintenance during the day time shift as provide by policy.

Snow and Ice removal practices include;

1. Upon activation of the Day Time snow removal shift, all roads will have two lanes plowed during and until after the end of snowfall to the point all maintained roads are plowed open. Roads will be sanded according to policy.
2. After all maintained roads are plowed open, then roads that need to be widened further from the two plowed lanes, may be plowed from edge of road hinge point to edge of road hinge point. Roads will be sanded as necessary during this procedure.
3. Snowpack and ice will receive maintenance as time and necessity mandates. Snowpack and ice will be cut off the road by heavy equipment or will be sanded or may have both treatments performed.
4. If the snow berm on the sides of the road becomes too large to continue plowing the roads open to each hinge point, then more maintenance will be performed to achieve more snow storage area on the side of the roads through one or more means.
 - I. Using heavy equipment to push the snow berm further away from the road surface to generate snow storage area.
 - II. Using heavy equipment to cross the snow from one side of the road to the opposite side and further off to generate the necessary snow storage area.
 - III. Using heavy equipment to load the snow berm and haul away to create snow storage.
5. Winds may cause snow drifting and will be plowed or removed as necessary.

Gilpin County

Guide to Better road Maintenance.

Here at Gilpin County it is our mission to provide the traveling motorist with a safe hazard free driving experience. This is achieved through time tested grading techniques.

As a grader operator it is important that you know that when you have completed grading a road that the following objectives have been met.

1. Drainage. The ditch should be pulled clean of all rock and debris, Culverts dug out, and no wind rows left on side of the road that will slow the flow of water.
2. Grading. After cutting the road the wind row should be worked from the fill side towards the ditch and back in an opposite direction to sift out good material and put any rocks or debris off of the fill side of the road.
3. Crown. All roads with very few exceptions will be crowned to allow for proper drainage a road with a 6% crown is less likely to pot hole than a flat road.
4. Rocks. Under no circumstance should excessive amounts of rocks, or rocks larger than $\frac{3}{4}$ " diameter be left on the road way.
5. Driveways. Driveways should always meet the edge of county road, No grade changes should ever be made to accommodate a driveway.
6. Details. When you have finished grading a road take time to drive it. Look at the whole road are the signs and delineator bases shoveled. Have any berms in front of driveways been addressed. Will the road drain properly? And does the road drive good. Take pride in every road that you work!

MOTOR GRADER LEVEL II

ODYSSEY of a DIRT ROAD

(Provided with the permission of William F. Heiden)

Many of our dirt roads first began as game trails. Later they developed into footpaths and wagon paths. In the early part of the century these wagon paths became the roads that the first automobiles followed. With the advent of the motor grader, it was possible to grade these wagon paths into simple smoothed-out roads. Good engineering, recent technology and centuries of road building knowledge have not been passed on to the operators of these graders and in many cases, their supervisors. The equipment available today, but often misused (not abused) has become much more powerful and sophisticated. The road maintenance supervisors have generally learned their skills from knowledge passed down by their fathers, grandfathers or other tellers of old wives tales. The operator, in most cases have not taken or allowed to taken or allowed to take advantage of his equipment, nor has been taught the necessary skills.

Gravel and dirt roads make up approximately two-thirds of all roads in the United States. However, the money allocated to these roads is only a small portion of the total spent on roads. Therefore, it is mandatory that we take full advantage of the knowledge, tools and techniques available to us. Over the last fort years I have learned from textbooks -- but more importantly from experience and introspection that certain problems associated with dirt roads are self-evident. All of us can see these problems if we know what to look for I call these items the commandments of unpaved roads. They are as follows:

THE THINKING PROCESS

FOUR WHEEL PATHS - This is necessary so that the intervals between maintenance can be minimized. When only two or three wheel paths are used, a road will wear out twice as fast as four wheel paths.

CENTER LINE - As basic as it sounds, the centerline must be in the middle of the road. This facilitates the construction, maintenance and proper gravel thickness across the entire roadway. The grader operator **MUST** be aware of this in the construction of the road, in the laying of the gravel, and in the subsequent maintenance.

MOTOR GRADER LEVEL II

OPERATIONS

GRADE THE *ENTIRE* ROADWAY - From the edge to edge! This requires at least five grader passes to cut, and four to lay back. Depending on the width of the road, more may be required.

QUALITY FIRST - Production is second. The road may be cut in second gear. The layback is done in first gear. Going faster only starts the washboard.

CUT ALL WASHBOARDS AND POTHOLEs - If it isn't done, they will reflect through and shorten the interval until the next service. Pay now - or pay sooner (and more than you should).

MARK CENTERLINE - This can be done with the grader tires. The attachment better defines this principle.

LAY BACK IN FIRST GEAR - This will minimize the wave or the beginning of a new washboard. Uneven tire wear, loose graders, worn cutting edges and uneven tire pressure are all villains working against getting that perfect surface. **Remember, quality first.**

NEVER EVER LEAVE A WINDROW or WORKING BERM - The windrows are water traps and driver intimidators. They cause erosion, and soft spots for an extended period after precipitation. Get the water off and away from the road. The driver intimidation goes back to rule one.

LONGIVITY

Using the above techniques will make a road last seven or more times longer than just normal (dry) maintenance. Or a phone call every seven weeks instead of every week.

USE DUST SUPPRESSANTS - This will increase the life between maintenance at least another seven times. Roads that were serviced once a week becomes once a year. Studies show that an untreated gravel road will loose two and one-half tons of gravel for each vehicle traveled each day (ADT) over one mile per year. Roads treated with dust suppressants will loose only about one ton of gravel over the same period. A reduction of gravel loss to about forty percent of a surface without. The economics speak for themselves.

MOTOR GRADER LEVEL II

CROSS SLOPE - A consistent grade allows the driver to maintain a steady pressure on the steering wheel and enables him/her to drive down the right lane easily as he/she was trained to do. To achieve this end, the cross slope **MUST** be predetermined and adhered to throughout the agency. The importance of using a simple tool called a **SLOPEMETER**, which allows the cross slope to be kept within one-half percent of the predetermined grade, should be emphasized. (See Rule one)

PARALLEL ROADWAY EDGES - The opposite edges of the road must be parallel to the centerline and to each other. In other words, the road width and the lane widths must be a constant. Road and lanes of varying width will confuse the driver. The driver, when in doubt or threatened tends to drive down the middle. (See Rule one)

DRIVEWAY INTIMIDATION - Does the driveway meet the road or does the road meet the driveway? In many cases the road does meet the driveway, causing the driver to make adjustments to his/her steering wheel that he/she finds uncomfortable. So the vehicle moves back to the center of the road. (See Rule one).

ROADSIDE INTIMIDATION - This is caused by objects such as mailboxes, trees, power poles, fences, improperly placed delineators, speed or warning signs as well as more subtle objects such as bushes, weeds or high grass. To avoid these hazards, traffic again moves to the middle of the road. (See Rule one).

LOGISTICS

PROPER ROAD SURFACE MATERIAL - This commandment is made up of three equally important ingredients:

**GOOD GRADATION
PROPER MOISTURE
PROPER COMPACTION**

All of these ingredients must be available in order to have an excellent road. The specifications, may be adjusted under the watchful eye of a skilled technician. Although it doesn't seem like I spent much effort on the material here, it is as important commandment as the rest.

MOTOR GRADER LEVEL II

GRADER PASSES

Proper traffic control devices must be set up prior to any grading effort.

Pass One - as shown on page one is required so that the entire road is graded. This pass may be made going with traffic or going into traffic. This is the first cutting pass and must be done at the cross slope previously determined. This cut needs only be as wide as will be needed to store the last windrow before first lay back pass (pass six).

Pass Two - As shown on page one, cuts the opposite side of the road at the predetermined cross slope. Depending on the width of the road, the windrow may be placed at any location within the lane, except at the centerline.

Pass Three - As shown on page one, cuts at the predetermined cross grade across the centerline and leaves the tire tracks from the rear tandem grader tire at the centerline. The windrow is a wedge-shaped deposit. The rear tandem tire of the grader must be placed just to the right of the centerline as shown. This is the first important step in marking the centerline for future passes.

Pass Four - As shown on page two, cuts the opposite lane at the predetermined cross slope. Again the grader tandem tires must mark the centerline. At this point there are two parallel tire marks delineating the centerline. The windrow will be in the center of the left lane as we are looking at it.

Pass Five - As shown on page two, simply continues the cutting process at the predetermined cross slope and deposits the windrow in the area cut on pass one.

Pass Six - As shown on page two, starts the lay back process. This process must be done in first gear and will determine the depth of the lift left during the remaining passes.

Pass Seven - As shown on page three, carries the windrow at the depth used in pass six, at the predetermined cross slope across the centerline. The tracks left previously will be obliterated and new tracks known left by the right rear tandems must be placed at the exact same spot as the tracks left in pass four.

Pass Eight - As shown on page three, establishes the predetermined cross slope at the centerline and carries it into the right lane as shown. This pass is the final establishment of the centerline.

MOTOR GRADER LEVEL II

Pass Nine - As shown on page three, is the final pass. The windrow must zero out at the edge of the road without changing the predetermined grade or placing material in the ditch.

The above requires good equipment, straight cutting edges and above all, a skilled and dedicated operator.

A Wag once said:

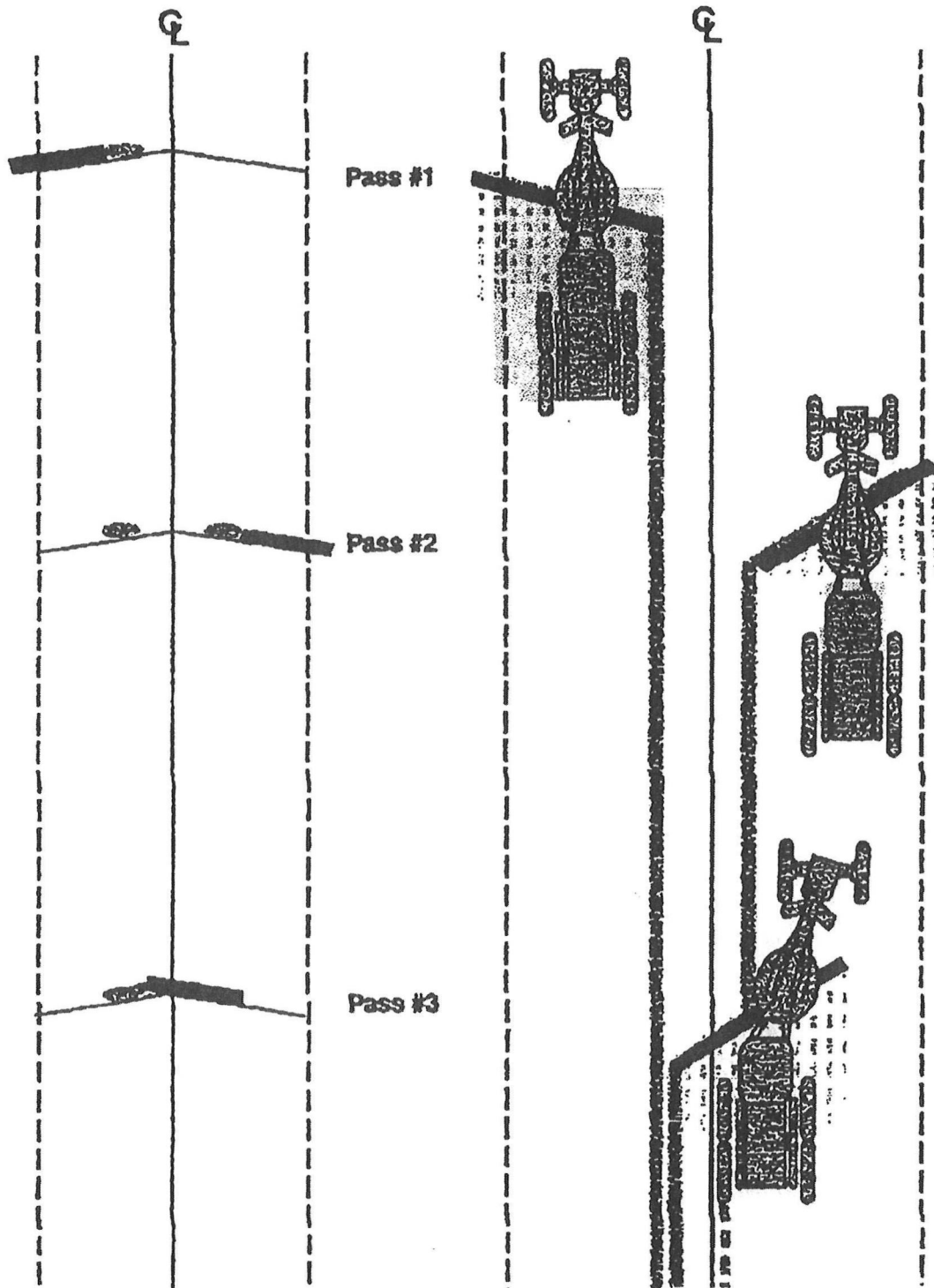
I told Orville that,

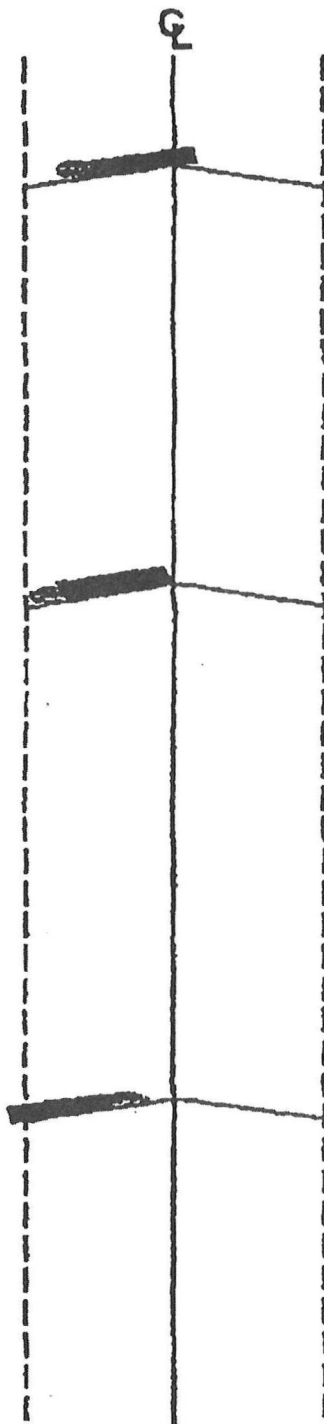
I told Wilbur that.

And I'm telling you that,

It can't be done.

I'm telling you that it can, it does take skill, practice and patience. The driving public is the winner.



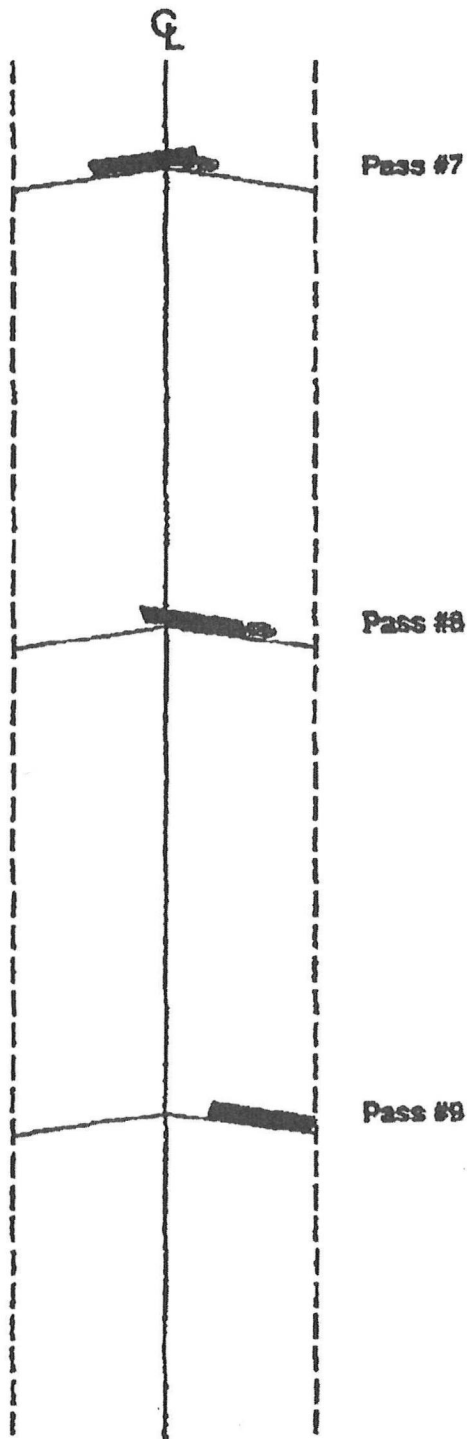


Pass #4

Pass #5

Pass #6

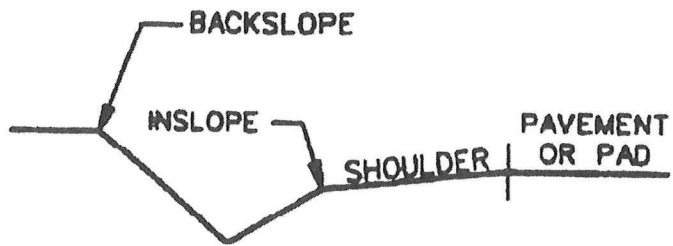




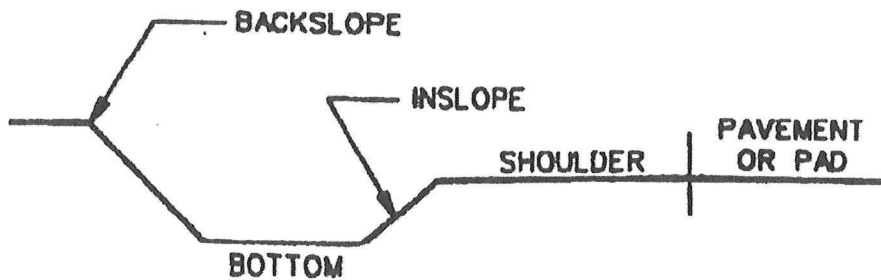
MOTOR GRADER LEVEL II

Procedures On Performing Flat Bottom Ditch:

1. Interpret data on grade stake.
2. Operate sideshift to extreme left.
3. Rotate circle until point of blade is inside and behind right front wheel.



V-DITCH



FLAT BOTTOM DITCH

MOTOR GRADER LEVEL II

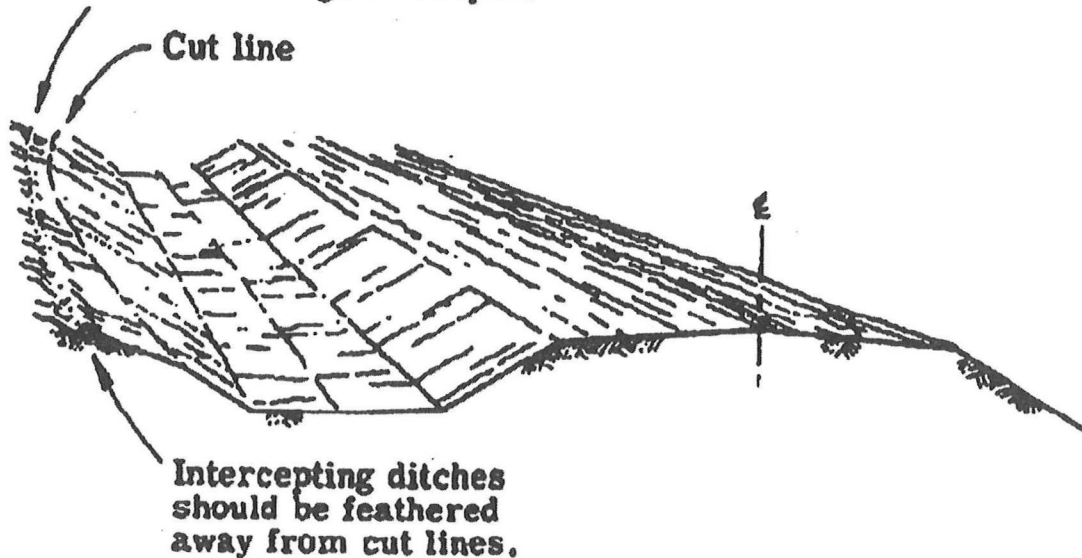
4. Place heel of blade inside of left tandems allowing room for placement of windrow inside of tandems.

Note: Leaning of front wheels will counteract side draft of blade. Keep blade toe in line with inside edge of lead tire while maintaining a straight line.

5. Continue cutting to desired depth, keeping front tires in bottom of ditch.

Note: Each ditch cut should be made as deep as possible with blade inside and behind of lead tire, and without stalling grader.

Intercepting ditches cut off excessive drainage on slopes.



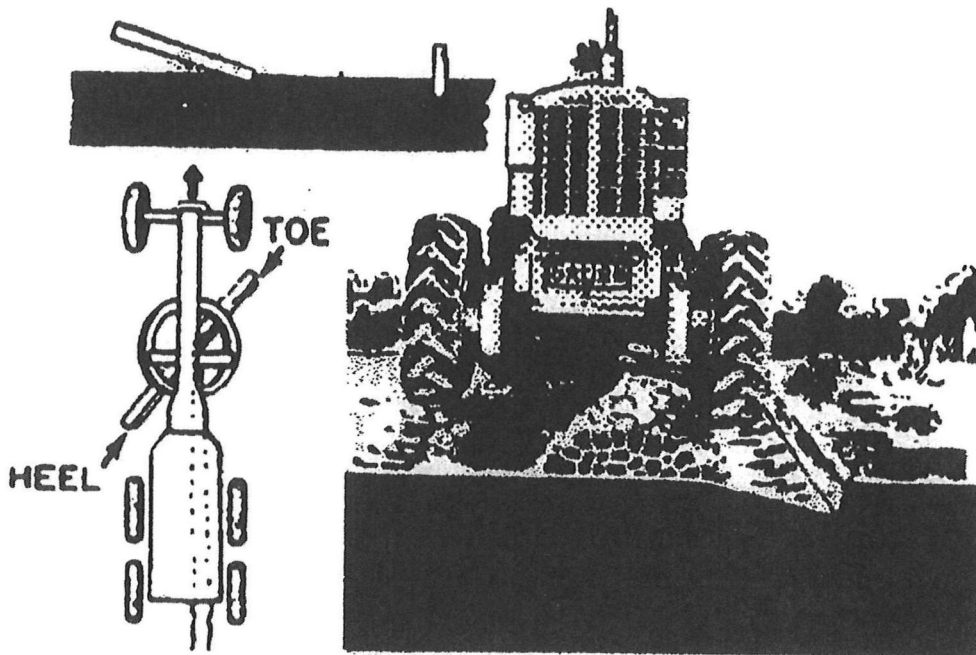
6. Return to road surface and remove windrow from bottom of ditch to road surface.
7. Continue cutting ditch to desired depth removing windrow after every pass.

MOTOR GRADER LEVEL II

Procedures On Cutting A V-Ditch:

1. Interpret data on grade stakes.
2. Position the machine at the beginning of where you are going to put the ditch.
3. Move the circle side shift all the way to the left.
4. Rotate the circle to position the toe of the blade behind the right front tire.

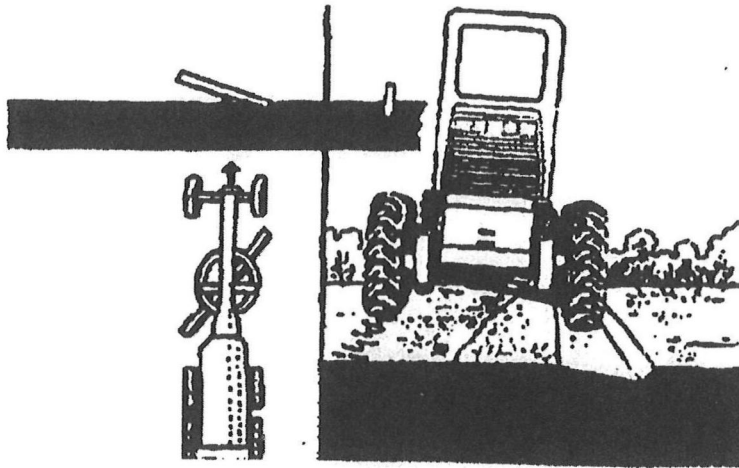
Note: Use extreme caution as to not hit or touch the front tire.



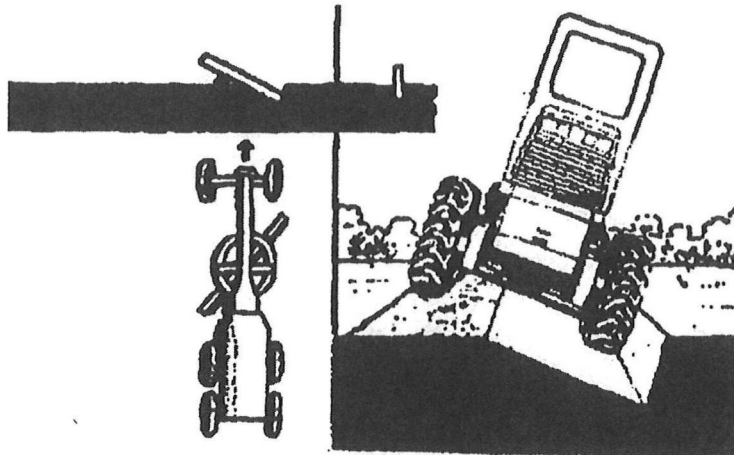
MOTOR GRADER LEVEL II

5. Raise the left lift cylinder to the full up position.

Note: If blade heel is not in the full up position, it will cut into the driving surface and create the first step in piping of road.



6. Lower the right blade lift cylinder to set blade tip for desired depth of cut.



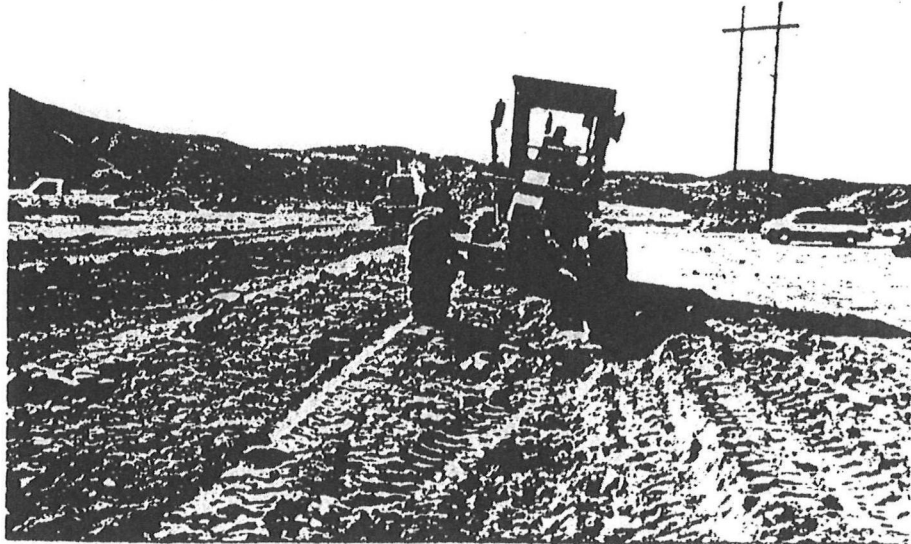
MOTOR GRADER LEVEL II

7. Lean front wheels to left, and engage differential lock and make a 4 to 5in marking cut.

Note: Leaning of the front tires will counteract sidedraft of blade. Keep blade toe in line with outside edge of lead tire while maintaining a straight line.

8. Continue cutting to desired depth, keeping front tire in bottom of ditch.

Note: Each ditch cut should be made as deep as possible with blade toe in line with center of lead tire, and without stalling grader.



MOTOR GRADER LEVEL II

9. Continue ditching and bringing successive cuts in from edge of back slope; blade toe will be in line with bottom of ditch on the final cut.



MOTOR GRADER LEVEL II

Procedures On Blending And Spreading Of Materials On A Roadbed:

1. Tilt moldboard to the forward position.

Note: This will create a rolling and mixing action

2. Raise blade to the full up position.
3. Proceed to work area.
4. Start first pass, windrowing material.

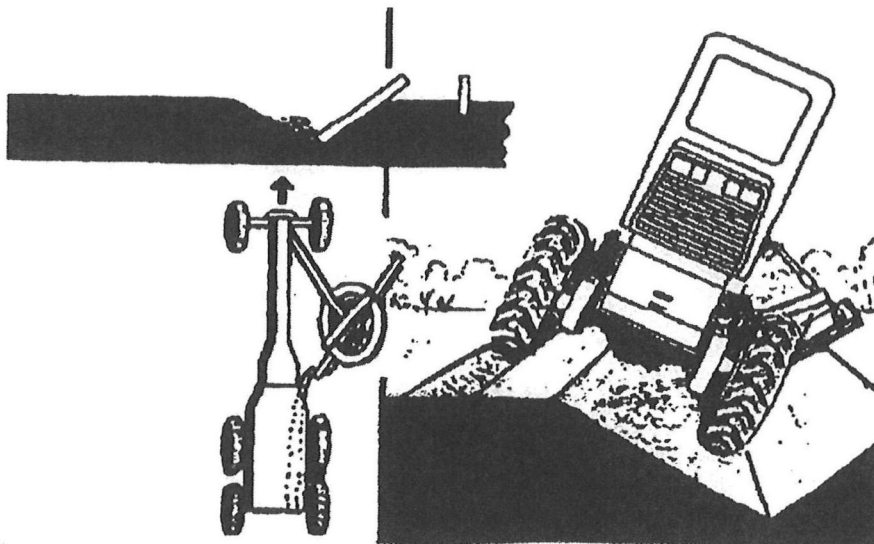


5. Continue windrowing and blading material back and forth until mix is uniform.
6. After obtaining designated mix, angle blade back to a 20 to 30 degree position and spread material on road by windrowing back and forth across road.

MOTOR GRADER LEVEL II

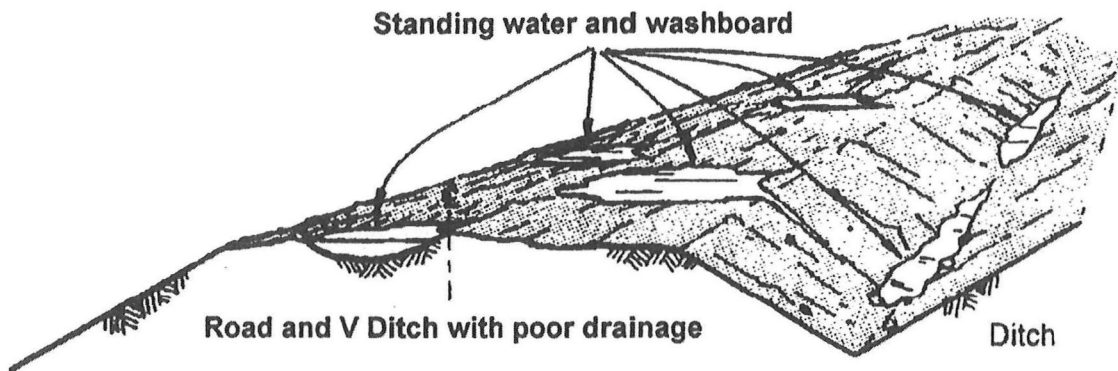
Procedures On Back Sloping:

1. First cut V-Ditch to desired depth.
2. Circle shift to right side.
3. Raise toe fully, circle so that toe is to outside of right front lead tire.
4. Lower heel to bottom of V-Ditch.
5. Lower toe for desired back slope angle.
6. Pull forward placing windrow inside of rear tandems.



MOTOR GRADER LEVEL II

COMMON ROAD PROBLEMS



NOTE: Washboard and pot holes must be cut out and the % of crown cut at the same time to assure proper drainage. Laying material over washboards or pot holes without cutting them out is a wasted operation. The fill material will be blown out after a vehicle or two.

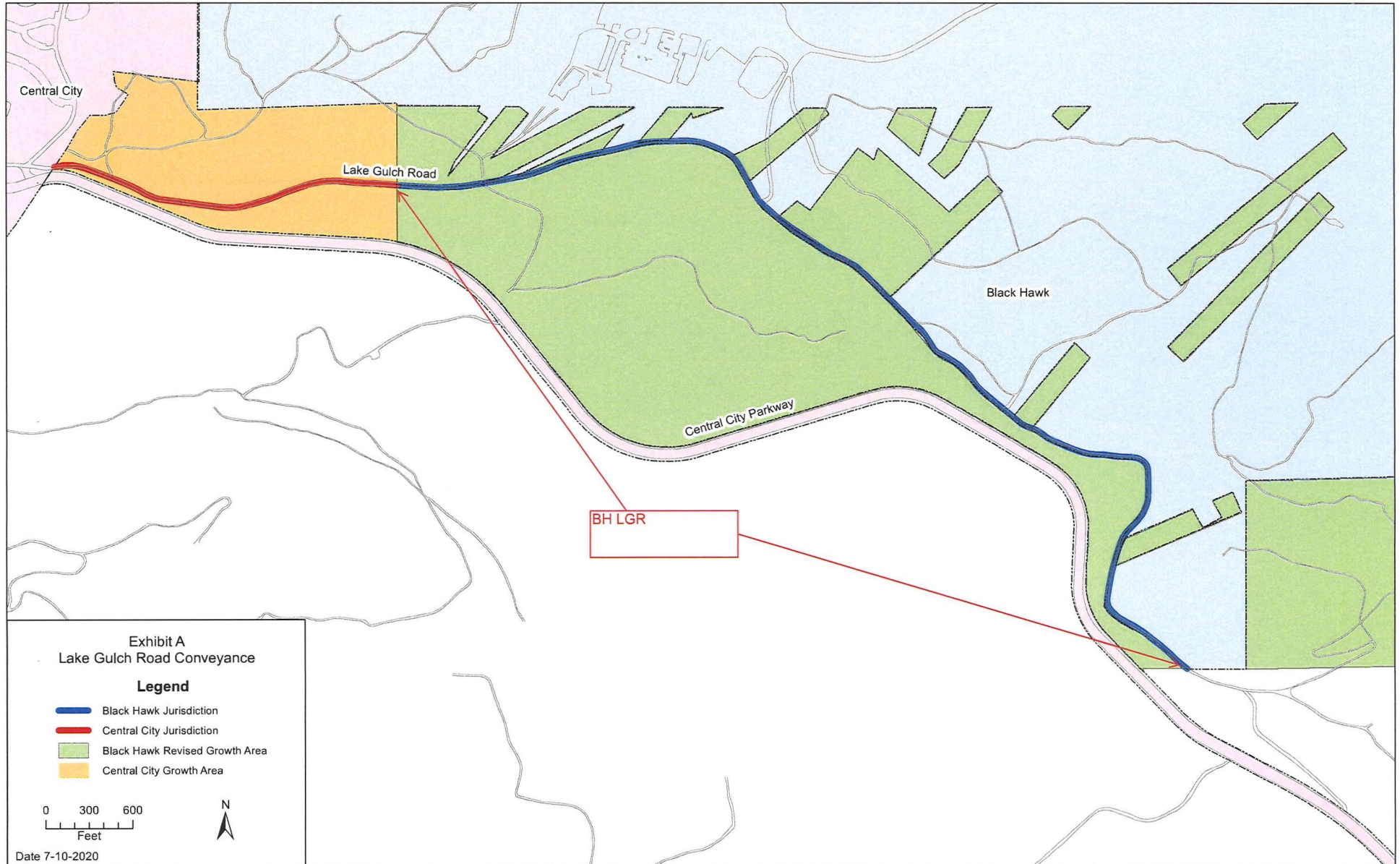
APPENDIX 5 to IGA

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

My commission expires: _____

Witness my hand and official seal.

Notary Public



"Real Property Transfer Declaration"
Not Received

Gilpin County
State Documentary Fee
\$ -0-

04/23/2021 08:24 AM 169027
SAHARI MCCORMICK GILPIN COUNTY, CO
Receipt #45860 Page 1 of 3
319 QUIT CLAIM DEED TotalFee: 0.00 DocFee: 0.00



QUITCLAIM DEED

APPENDIX 5 to IGA

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 marked by the arrows on the attached Exhibit A and more particularly depicted in blue on the attached 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 22nd day of April, 2021.

BOARD OF COUNTY COMMISSIONERS
OF GILPIN COUNTY

Linda Isenhart
By: Linda Isenhart, Chair

Attest:

Sharon Cate

Sharon Cate,
Deputy Clerk to the Board of County Commissioners

STATE OF COLORADO)
) ss.
COUNTY OF Gilpin)

The foregoing instrument was acknowledged before me this 22nd day of April, 2021, by Linda Isenhart as the Chair of the Board of County Commissioners of Gilpin County.

04/23/2021 08:24 AM 169027
SAHARI MCCORMICK GILPIN COUNTY, CO
Receipt #49860 Page 2 of 2
319 QUIT CLAIM DEED TotalFee: 0.00 DocFee: 0.00



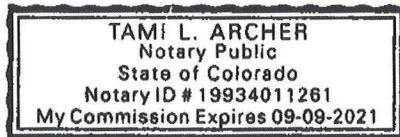
My commission expires:

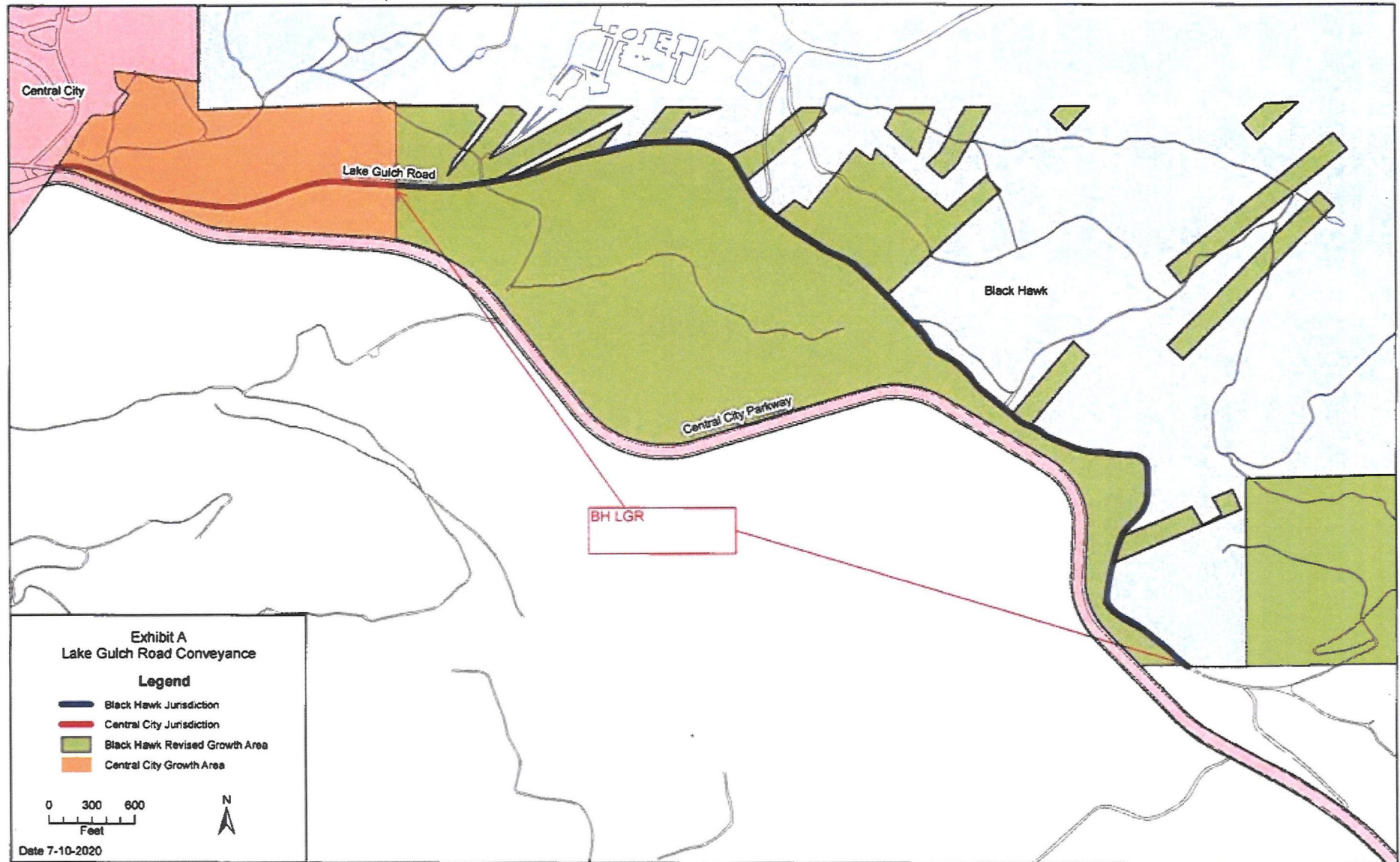
09.09.2021

Witness my hand and official seal.

Tami L. Archer

Notary Public





169027

04/23/2021 08:24 AM
SHARI MCCORMICK GILPIN COUNTY, CO
RECEIVED 04/23/2021 08:24 AM
319 QUIT CLAIM DEED TO LAKE GULCH RD