

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made this 29th day of September, 1999, by and between the City of Central, Colorado ("Central"), the City of Black Hawk, Colorado ("Black Hawk"), the County of Gilpin, Colorado (the "County") and the Black Hawk-Central City Sanitation District only as to Paragraph 6 of this Agreement (the "District").

RECITALS:

A. Central and Black Hawk desire to establish growth areas for their respective cities as described herein, for the purpose of planning for and regulating the use of the land within these described growth areas, so as to provide planned and orderly use of the land which includes, but is not limited to, the establishment of roads, phased development of services and facilities, regulating the location of activities and developments which may result in significant changes in population density and protecting the environment in a manner consistent with constitutional rights.

B. Central desires to annex certain real property within the growth area for Central to the extent described herein for the purpose of providing a full service municipality, including but not limited to, certain residential, commercial and industrial uses and to facilitate the financing and development of that certain roadway commonly referred to as the southern access roadway (the "Southern Access").

C. Black Hawk supports Central's desire to annex within the growth area for Central to the extent described herein in order to establish a full service municipality so long as Central's annexations have no material effect on: (i) access into Black Hawk which includes the State Highway 119 corridor as described herein or any alternate access that is developed by Black Hawk to I-70 or State Highway 119 as described herein; (ii) the growth area for Black Hawk as described herein; or (iii) the proposed annexation into Black Hawk as described herein.

D. Central supports Black Hawk's desire to annex within the growth area for Black Hawk to the extent described herein so long as Black Hawk's annexations have no material effect on: (i) the Southern Access; (ii) the growth area for Central as described herein; or (iii) the proposed annexation into Central as described herein.

E. The County desires to support the proposed annexations and growth areas described herein of both Central and Black Hawk so long as both cities agree to the density, joint planning, open space and school impact mitigation requirements described herein.

F. In order to accomplish the development contemplated within the areas that Central and Black Hawk desire to annex, which are described in **Exhibits E and H** as attached hereto, the



District agrees to include these areas into the service area of the District and the District further agrees to serve these areas, subject to the terms and conditions of this Agreement.

G. Central and Black Hawk may be impacted by growth in the unincorporated areas of County, which are not included within either the Central City Growth Area or the Black Hawk Growth Area as defined herein and the cities thus have an interest in the development of such areas within the County, as part of a Black Hawk/Central/Gilpin Joint Planning Area as defined herein; and

H. The County is willing to include within the terms of this Agreement, the area defined herein as the "Black Hawk/Central/Gilpin Joint Planning Area", as defined herein, and to subject such area to the joint planning provisions of this Agreement.

I. Central, Black Hawk and the County are authorized to enter into this Intergovernmental Agreement pursuant to the Local Government Land Use Control Act, Colo. Rev. Stat. Sections 29-20-101 through 107, as amended, (the "Act"), for the purpose of planning and regulating the development of the land described herein.

J. Central, Black Hawk and the County hereto are also authorized by the Act to jointly adopt, after notice and public hearing, mutually binding and enforceable development plans for areas within their jurisdictions.

K. Central, Black Hawk and the County, after notice and public hearing, approved mutually binding and enforceable development and master plans to the extent described in this Agreement.

L. Central City, Black Hawk, the County and the District (as to Paragraph 6 only) approved a joint resolution, in which all four (4) public entities approved this Agreement, which resolutions are attached as **Exhibit A**, which is incorporated by this reference.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

1. **Central City Growth Area.** The Central City Growth Area is described in **Exhibit B**, which is attached hereto and incorporated by this reference (the "Central City Growth Area"). Central may annex, within its sole discretion and pursuant to the procedures required by the Municipal Annexation Act of 1965, as amended, any and all land located within the Central City Growth Area, subject only to paragraphs 4, 7 and 10 of this Agreement. Black Hawk shall not annex any land within the Central City Growth Area.



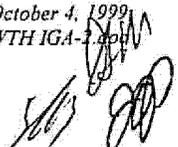
2. **Black Hawk Growth Area.** The Black Hawk Growth Area is described in **Exhibit C**, which is attached hereto and incorporated by this reference (the "Black Hawk Growth Area"). Black Hawk may annex within its sole discretion and pursuant to the procedures required by the Municipal Annexation Act of 1965, as amended, any and all land located within the Black Hawk Growth Area subject only to paragraphs 5, 8 and 10 of this Agreement. Central shall not annex any land within the Black Hawk Growth Area.

3. **Black Hawk/Central/Gilpin Joint Planning Area.** The Black Hawk/Central/Gilpin Joint Planning Area is described in **Exhibit D** which is attached hereto and incorporated by this reference ("the Black Hawk/Central/Gilpin Joint Planning Area"). No city shall annex any land within the Black Hawk/Central/Gilpin Joint Planning Area without the written consent of Central, Black Hawk and the County. Any and all land located within the Black Hawk/Central/Gilpin Joint Planning Area shall be developed only in accordance with Paragraph 9 of this Agreement. Any and all land use decisions rendered by County or any city in the event of an authorized annexation within the Black Hawk/Central/Gilpin Joint Planning Area shall be rendered in accordance with the Master Plan for the Black Hawk/Gilpin/Central Joint Planning Area described in Paragraph 9 of this Agreement.

4. **Proland Annexation Area.** Central desires to annex the real property described **Exhibit E** which is attached hereto and incorporated by this reference (the "Proland Annexation Area"), which real property is located within the Central City Growth Area. The boundaries of the Proland Annexation Area are co-terminus the boundaries of the real property described **Exhibit B**, Parcels 4 and 5. Central desires to zone a portion of the real property contained within the Proland Annexation Area according to the terms and conditions of the development plan described in **Exhibit F-1** if a golf course is developed and **Exhibit F-2** if a golf course is not developed, which are attached hereto and incorporated by this reference (the "Proland Development Plan"). To the extent that the Proland Development Plan does not cover all of the real property described in Proland Annexation Area, Central and the County agree that Central may zone such property in a manner that is consistent with the residential densities that are contained in the Proland Development Plan as shown in Exhibit F-2. Central and the County agree that the Proland Development Plan shall continue to control the residential densities for the real property described in **Exhibit E** even after this real property is annexed into Central. The County and Black Hawk expressly consent to the annexation of the Proland Annexation Area if:

a. the real property described in **Exhibit E** is zoned in a manner that is consistent with the residential densities provided in the development plan attached as **Exhibit F-2** at the time of annexation;

b. a minimum of fifteen percent (15 %) of the real property described in **Exhibit E** is public open space, which open space calculation may include real property being used as a golf course;



c. the impacts to the Gilpin County RE 1 School District are mitigated in the manner provided in **Exhibit G**, which is attached hereto and incorporated by this reference; and

d. the requirements contained in subparagraphs a, b, c, and d of this paragraph 4 are the subject of an annexation agreement between Central, the County (compliance with Paragraphs 4a, b, and c above) and the owner of the real property described in **Exhibit E**.

5. **Gold Mountain Annexation.** Black Hawk desires to annex the real property described in **Exhibit H**, which is attached hereto and incorporated by this reference (the "Gold Mountain Annexation") which real property is located within the Black Hawk Growth Area. Black Hawk desires to zone the real property contained within the Gold Mountain Annexation according to the terms and conditions of the development plan described in **Exhibit I** which is attached hereto and incorporated by this reference (the "Gold Mountain Development Plan"). Black Hawk and the County agree that the Gold Mountain Development Plan shall continue to control the real property described in **Exhibit H** even after this real property is annexed into Black Hawk. The County and Central expressly consent to the Gold Mountain Annexation if:

a. the real property described in **Exhibit H** is zoned in the manner provided in the development plan attached as **Exhibit I** at the time of annexation;

b. a minimum of fifteen percent (15 %) of the real property described in **Exhibit H** is public open space, which open space calculation may include real property being used as a golf course;

c. the impacts to Gilpin County RE- 1 School District are mitigated in the manner provided in **Exhibit J** which is incorporated by this reference; and

d. the requirements contained in subparagraphs a, b, c and d of this paragraph 5 are the subject of an annexation agreement between Black Hawk, the County (as to compliance with Paragraphs 5a, b and c above) and the owner of the real property described in **Exhibit H**.

6. **Sanitation Service to Proland and Gold Mountain Annexation Areas and the Central City and Black Hawk Growth Area.** The District agrees to expand its service area to include the real property described in **Exhibits E** and **H** of this Agreement and provide adequate sanitation service to this real property according to the development plans that are attached as **Exhibits F** and **I** to this Agreement, subject to availability of plant capacity as determined at the time of the application requesting inclusion and/or service; plan and construction review and approval according to standards adopted for the entire District; compliance with the District's Rules, Regulations and Resolutions in effect for the entire District at the time of the application requesting inclusion and/or service; and the District's ability to comply with all laws and regulations for

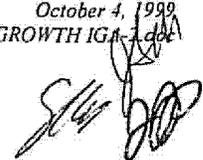


providing service to the real property described in Exhibits F and I by inclusion or by contract if such property is located outside the District's boundaries. The County, Central and Black Hawk consent to the expansion of the Service Area of the District to include the real property described in Exhibits E and H and agree that such expansion does not constitute a material modification of the Service Plan of the District.

a. The District shall also serve the Black Hawk Growth Area, subject to availability of plant capacity as determined at the time of the application requesting inclusion and/or service; plan and construction review and approval according to standards adopted for the entire District; compliance with the District's Rules, Regulations and Resolutions in effect for the entire District at the time of the application requesting inclusion and/or service; and the District's ability to comply with all laws and regulations for providing service to real property by inclusion or by contract if such property is located outside the District's boundaries, according to the terms and conditions of the Intergovernmental Service Agreement, as amended, between the District and Black Hawk dated October 26, 1994 (the "Black Hawk Service Agreement"). Black Hawk and the District hereto agree that the term "Service Area" as described in Section 1.07 of the Black Hawk Service Agreement shall also include the Black Hawk Growth Area as defined in this Agreement which agreement may be amended with the written consent of Central. The County and Central consent to the expansion of the Service Area of the District to include the Black Hawk Growth Area and agree that such expansion does not constitute a material modification to the service plan of the District.

b. The District shall also serve the Central City Growth Area, subject to availability of plant capacity as determined at the time of the application requesting inclusion and/or service; plan and construction review and approval according to standards adopted for the entire District; compliance with the District's Rules, Regulations and Resolutions in effect for the entire District at the time of the application requesting inclusion and/or service; and the District's ability to comply with all laws and regulations for providing service to real property by inclusion or by contract if such property is located outside the District's boundaries, according to the same terms and conditions of the Intergovernmental Service Agreement between the District and Black Hawk dated October 26, 1994, as amended, (the "Central Service Agreement") which terms and conditions shall only be modified by the written agreement of Black Hawk, the District and Central. The District and Central agree that the term "Service Area" as described in Section 1.07 of the Central Service Agreement shall include the Central City Growth Area as defined in this Agreement. The County and Black Hawk consent to the expansion of the Service Area of the District to include the Central City Growth Area and agree that such expansion does not constitute a material modification to the service plan of the District .

c. Notwithstanding anything to the contrary contained herein, the District agrees to use its best efforts to serve the areas described in this Paragraph 6, including expansion



of the District's facilities that are necessary to serve such areas, using revenues that are generated through taxes, fees and landowner contribution.

d. In the event of any conflict between this paragraph 6 and the terms of the Intergovernmental Service Agreement between the District and Black Hawk dated October 26, 1994, as amended, the terms of this paragraph 6 shall govern.

7. **Joint Planning Within Central City Growth Area.** The County and Central agree that the Central City Growth Area, excluding the area included within the Proland Annexation Area shall be a joint planning area of both Central and the County, which joint planning area is described in **Exhibit K** which is attached hereto and incorporated by this reference ("Central/Gilpin Joint Planning Area"). The County and Central agree not to allow growth within the Central/Gilpin Joint Planning Area inconsistent with the Master Plan for this Joint Planning Area which is hereby adopted by both Central and the County and which is attached hereto as **Exhibit M** and incorporated by this reference (the "Central/Gilpin Joint Area Master Plan"), which Master Plan constitutes the mutually binding and enforceable comprehensive development plan contemplated by Colo. Rev. Stat. §29-20-105(2). Central and the County agree that the Central/Gilpin Joint Area Master Plan shall control the real property described in **Exhibit K** even after this real property is annexed into Central. No amendment to the Central/Gilpin Joint Area Master Plan shall be effective unless approved by both the Central City Council and the Gilpin County Board of County Commissioners as provided herein. In those parts of the Central/Gilpin Joint Area Master Plan not (or not yet) annexed into Central, all County requirements and procedures shall continue to apply, consistent with the Central/Gilpin Area Master Plan.

a. The County and Central acknowledge the importance of adoption of, and compliance with, the Central/Gilpin Joint Area Master Plan through their resolutions, ordinances or other actions.

b. The County hereby agrees to sign such documents as are reasonably necessary to complete every annexation initiated or completed by Central within the Central/Gilpin Joint Planning Area which reasonably complies with the Annexation Act, the Central/Gilpin Joint Area Master Plan and the provisions of this Agreement.

c. Black Hawk hereby agrees to consent to every annexation initiated or completed by Central within the Central/Gilpin Joint Planning Area that is consented to by the County.

d. Central hereby agrees not to annex land that is located within that portion of the Central City Growth Area described in **Exhibit L**, which is attached hereto and incorporated by this reference.



8. **Joint Planning Within the Black Hawk Growth Area.** The County and Black Hawk agree that the Black Hawk Growth Area, excluding the area included within the Gold Mountain Annexation, shall be a joint planning area of both Black Hawk and the County, which joint planning area is described in **Exhibit N**, which is attached hereto and incorporated by this reference ("Black Hawk/Gilpin Joint Planning Area"). The County and Black Hawk agree not to allow growth within the Black Hawk/Gilpin Joint Planning Area inconsistent with the Master Plan for this Joint Planning area which is hereby adopted by both Black Hawk and the County and which is attached hereto as **Exhibit O** and incorporated by this reference (the "Master Plan for the Black Hawk/Gilpin Joint Planning Area"), which constitutes the mutually binding and enforceable comprehensive development plan contemplated by Colo. Rev. Stat. §29-20-105(2). Black Hawk and the County agree that the Master Plan for the Black Hawk/Gilpin Joint Planning Area shall control the real property described in **Exhibit N** even after this real property is annexed into Black Hawk. No amendment to the Master Plan for the Black Hawk/Gilpin Joint Planning Area shall be effective unless approved by both the Black Hawk City Council and the Gilpin County Board of County Commissioners as provided herein. In those parts of the Master Plan for the Black Hawk/Gilpin Joint Planning Area not (or not yet) annexed into Black Hawk, all County requirements and procedures shall continue to apply consistent with the Central/Gilpin Area Master Plan.

a. The County and Black Hawk acknowledge the importance of adoption of, and compliance with, the Master Plan for the Black Hawk/Gilpin Joint Planning Area through their resolutions, ordinances or other actions.

b. The County hereby agrees to sign such documents as are reasonably necessary to complete every annexation initiated or completed by Black Hawk within the Master Plan for the Black Hawk/Gilpin Joint Planning Area which reasonably complies with the Annexation Act, the Master Plan for the Black Hawk/Gilpin Joint Planning Area and the provisions of this Agreement.

c. Central hereby agrees to consent to every annexation initiated or completed by Black Hawk within the Master Plan for the Black Hawk/Gilpin Joint Planning Area that is consented to by the County.

d. In the event that Black Hawk annexes that part of the Black Hawk Growth Area that is located west of the Wheeler Millsite, the use of this property shall be limited to those uses described in Colo. Rev. Stat. Section 31-25-201 (1). Notwithstanding anything to the contrary contained in this Paragraph 8. (d), Black Hawk shall not annex any real property located within this area without the written consent of the property owner.

9. **Joint Planning within the Black Hawk/Central/Gilpin Joint Planning Area.**

a. The County and both cities agree not to allow growth within the Black Hawk/Central City/Gilpin Joint Planning Area described in **Exhibit D**, inconsistent with the

1992 Gilpin County Master Plan, adopted December 8, 1992, by the County, and hereby adopted by Black Hawk, and Central, (the "Master Plan for Black Hawk/Central/Gilpin Joint Planning Area"), which constitutes the mutually binding and enforceable comprehensive development plan contemplated by Colo. Rev. Stat. § 29-20-105(2). Black Hawk, Central and County agree that the Master Plan for Black Hawk/Central/Gilpin Joint Planning Area shall control development by the real property described in **Exhibit D** for the term of this Agreement. No amendment to the Master Plan for Black Hawk/Central/Gilpin Joint Planning Area shall be effective unless approved by the Black Hawk City Council, the Central City Council and the Gilpin County Board of County Commissioners, as provided herein.

b. Notwithstanding anything to the contrary contained in Paragraph 9 a. or this Agreement, Black Hawk retains the right to annex, without the consent of Central and Gilpin, that portion of the Black Hawk/Central/Gilpin Joint Planning Area that is acquired by Black Hawk, a political subdivision of the state or authority that is established for the purpose of acquiring right-of-way, for the purpose of constructing access from: (i) I-70 to the City of Black Hawk; and (ii) State Highway 119 to Lake Gulch Road, through Russell Gulch or other location determined by the City, to access the real property described in **Exhibit H** or other areas of the Black Hawk Growth Area, so long as such access from State Highway 119 does not connect to the Southern Access (collectively referred to as the "Alternate Access").

10. **Annexations Outside of Growth Areas.** Central and Black Hawk shall not annex any land located outside of their respective growth areas as defined in **Exhibits B** and **C** during the term of this Agreement, unless agreed to in writing by Central, Black Hawk and the County, except as otherwise provided in this Agreement. Central, Black Hawk and County each recognize the police power of the two cities to control access to streets that are located within each of the two cities.

11. **Extraterritorial Service.**

a. Black Hawk shall not provide any police or fire service within the Central City Growth Area, unless approved in writing by Central and the County.

b. Central shall not provide any police or fire service within the Black Hawk Growth Area or the Black Hawk/Central/Gilpin Joint Planning Area, unless approved in writing by Black Hawk and the County.

12. **Covenants Not to Interfere.**

a. Black Hawk and the County covenant not to materially interfere with the Proland Annexation Area as described herein.

b. Black Hawk and the County covenant not to materially interfere in the permitting, financing, construction or annexation of the Southern Access and its intersection with I-70, so long as the Southern Access is constructed within Central City's Growth Area or located between the Central City Growth Area and the intersection of the Southern Access with I-70 at the Hidden Valley Interchange, including that section that is located in the Black Hawk/Central/Gilpin Joint Planning Area and Clear Creek County.

c. Central and the County covenant not to materially interfere with the Gold Mountain annexation as described herein.

d. Central and the County covenant not to materially interfere with the expansion of State Highway 119 and/or the annexation, survey, design, study, financing, construction, operation, maintenance, repair and replacement of the Alternate Access that connects Black Hawk to I-70 or connects State Highway 119 to Lake Gulch Road, through Russell Gulch or other location determined by Black Hawk to access the real property described in Exhibit H, including but not limited to the construction of a tunnel project that passes underneath the Southern Access in more than one location, notwithstanding the fact that the Alternate Access will be located within Central City's Growth Area and the Black Hawk/Central/Gilpin Joint Planning Area; so long as such access does not materially affect the construction of the Southern Access.

e. Black Hawk and the County covenant to cooperate and not interfere with the acquisition of property for public improvements for the Southern Access by Central. Central and the County covenant to cooperate and not interfere with the acquisition of property for public improvements for the Alternate Access by Black Hawk. Central and Black Hawk agree to cooperate in the construction of access between Lake Gulch Road and State Highway 119 through Russell Gulch in the event the Southern Road is not constructed.

f. Black Hawk and the County covenant not to materially interfere with the financing, construction and the acquisition of the real property necessary for the proposed water pipeline from Fall River to Central City.

13. **Term and Termination.** The parties hereto agree that the term of this Agreement shall be twenty-five (25) years. This Agreement shall be terminated before the end of the term only with the written consent of Central, Black Hawk and the County, as expressed in a joint resolution passed by a majority vote of each City Council, and the Board of County Commissioners, respectively.

14. **Remedies.** 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, including those remedies described in Colo. Rev. Stat. Section 29-20-105(2)(g).

15. General Provisions.

a. 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 paragraph.

The address and facsimile phone number of the City of Black Hawk is:

Lynnette Hailey, City Manager
City of Black Hawk
P.O. Box 17
Black Hawk, Colorado 80422
Fax: 303-582-0848

with copy to: James S. Maloney, Esq.
Hayes, Phillips & Maloney, P.C.
1350 17th Street, Suite 450
Denver, Colorado 80202
Fax: 303-825-1269

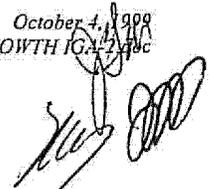
The address and facsimile phone number of the City of Central is:

James Drinkhouse, City Manager
141 Nevada Street/P. O. Box 249
Central City, Colorado 80427
Fax: 303-642-7550

with copy to: Kerry Buckey, Esq., City Attorney
141 Nevada Street/P. O. Box 249
Central City, Colorado 80427
Fax: 303-642-7550

The address and facsimile phone number of Gilpin County is:

Donna Martin, Administrator
203 Eureka Street
P. O. Box 429
Central City, Colorado 80427
Fax: (303) 582-5440



with copy to: James P. Petrock, Esq.
Petrock & Fendel, P.C.
1630 Welton Street, Suite 200
Denver, Colorado 80202
Fax: (303) 534-0310

The address and facsimile phone number of the Black Hawk- Central City Sanitation District
is:

Lynn Venters, District Administrator
P. O. Box 362
281 Church St.
Black Hawk, Colorado 80422
Fax: (303) 582-3424

with copy to: Kim J. Seter, Esq.
Icenogle, Norton & Seter, P.C.
5690 DTC Blvd. #300
Greenwood Village, CO 80111-3232
Fax: (303) 773-1883

Any party may change the address for notice by notice to the other parties 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.

b. 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.

c. No Vested Rights. This Agreement shall not grant any status or right to any third party, specifically any owner of any property, to make any claim as a third party beneficiary, or for deprivation of any right, violation of any vesting of rights, or inverse or other condemnation. This Agreement is for the benefit of the parties only to resolve issues between the parties.

d. 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.

- 11 -

October 4, 1999
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e. Choice of Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Colorado.

f. 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.

g. 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.

h. 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.

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

j. 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.

k. 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 duly enacted by the City Council, Board of County Commissioners or District Board as appropriate.

l. Compliance with Law. Nothing herein appearing shall be construed to excuse either City from compliance with all statutory procedures set forth in the Municipal Annexation Act of 1965, as amended.

m. Recordation of Agreement. The parties shall record this Agreement in the real estate records of Gilpin County and Clear Creek County, Colorado.

n. Master Exhibit. Attached as **Exhibit P** and incorporated by this reference is a map that depicts the general location of the real property described in **Exhibits B, C, D,**



K, L, and N. The parties hereto agree that Exhibit P is to be used to interpret the intent of the parties concerning the general location of the real property described in Exhibits B, C, D, K, L, and N.

o. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date stated above.

CITY OF BLACK HAWK, COLORADO

By: Kathryn E. Ecker
Kathryn E. Ecker, Mayor

ATTEST:

Deborah S. Yancy
Deborah S. Yancy, City Clerk

CITY OF CENTRAL, COLORADO

By: Don Mattivi, Jr.
Don Mattivi, Jr., Mayor

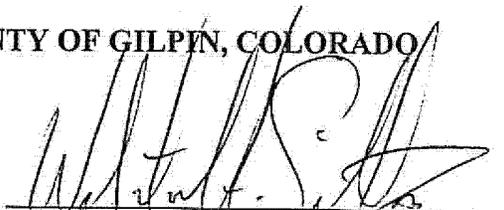
ATTEST:

Jennifer Nowak
Jennifer Nowak, City Clerk

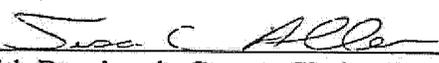
[Handwritten signatures and initials]

COUNTY OF GILPIN, COLORADO

By:

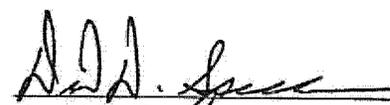

Webster H. Sill, III, Chairman
Board of County Commissioners

ATTEST:

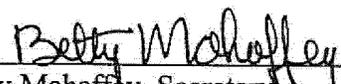

Judith Dornbrock, County Clerk, Deputy
Susan C. Allen

BLACK HAWK-CENTRAL SANITATION
DISTRICT (ONLY AS TO PARAGRAPH 6
OF THIS AGREEMENT)

By:


David D. Spellman, Chairman
Board of Directors

ATTEST:


Betty Mahaffey, Secretary



EXHIBITS

- Exhibit A Resolutions Authorizing the Intergovernmental Agreement
- Exhibit B Central City Growth Area
- Exhibit C Black Hawk Growth Area
- Exhibit D Black Hawk/Central/Gilpin Joint Planning Area
- Exhibit E Proland Annexation Area
- Exhibit F Proland Development Plan
- Exhibit G School District Mitigation for Proland Annexation Area
- Exhibit H Gold Mountain Annexation Area
- Exhibit I Gold Mountain Development Plan
- Exhibit J School District Mitigation for Gold Mountain Annexation Area
- Exhibit K Central/Gilpin Joint Planning Area
- Exhibit L No Annexation Area within Central Growth Area
- Exhibit M Central/Gilpin Joint Area Master Plan
- Exhibit N Black Hawk/Gilpin Joint Planning Area
- Exhibit O Master Plan for the Black Hawk/Gilpin Joint Planning Area
- Exhibit P Master Exhibit



COUNTY RESOLUTION TO BE PROVIDED

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. ____-1999

TITLE: A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CENTRAL, COLORADO, THE CITY OF BLACK HAWK, COLORADO, THE COUNTY OF GILPIN, COLORADO AND THE BLACK HAWK-CENTRAL CITY SANITATION DISTRICT DATED SEPTEMBER 29, 1999.

WHEREAS, the Board of Aldermen of the City of Black Hawk desires to enter in the Intergovernmental Agreement which is attached as **Exhibit 1** and incorporated by the reference (the "IGA"); and

WHEREAS, the Board of Aldermen of the City of Black Hawk desires to authorize the Mayor of the City of Black Hawk to execute the IGA on behalf of the City of Black Hawk.

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

Section 1. The Board of Aldermen of the City of Black Hawk hereby approves the IGA, and authorizes the Mayor of the City of Black Hawk to execute the IGA on behalf of the City of Black Hawk.

RESOLVED AND PASSED this _____ day of _____, 1999.

Kathryn E. Eccker, Mayor

ATTEST:

Deborah S. Yancy, City Clerk

RESOLUTION NO. ____-99

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF CENTRAL, COLORADO, THE CITY OF BLACK HAWK, COLORADO, THE COUNTY OF GILPIN, COLORADO AND THE BLACK HAWK-CENTRAL CITY SANITATION DISTRICT TO PROVIDE FOR ORDERLY GROWTH IN GILPIN COUNTY

WHEREAS, The City of Central (City) is a home rule city and authorized to enter into intergovernmental agreements; and

WHEREAS, the City Council of the City of Central (Council) finds that the matter of growth in Gilpin County is a matter of great concern to the City; and

WHEREAS, the Council finds that the best way to allow growth to proceed in an orderly and well-regulated manner is by having an agreement among all the governmental entities of the County; and

WHEREAS, the Council specifically finds that the agreement attached as an exhibit hereto is in the best interests of the City

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO:

The City of Central hereby approves the attached Intergovernmental Agreement among the City of Central, Colorado, the City of Black Hawk, Colorado, the County of Gilpin, Colorado, and the Black Hawk- Central City Sanitation District and authorizes and directs the Mayor of said City of Central to sign said agreement attesting to the City's willingness to be bound thereby.

APPROVED THIS ____ DAY OF ____, 1999, BY THE CITY COUNCIL OF THE CITY OF CENTRAL AT CITY HALL, 141 NEVADA STREET, CENTRAL CITY, COLORADO.

Don Mattivi, Jr., Mayor

ATTEST:

Jennifer L. Nowak, City Clerk

APPROVED AS TO FORM:

Kerry A. Buckey, City Attorney

EXHIBIT A

R2358

RESOLUTION #99-3

A RESOLUTION OF THE BLACK HAWK - CENTRAL CITY SANITATION DISTRICT CONCERNING APPROVAL OF INTERGOVERNMENTAL AGREEMENT WITH CITY OF BLACK HAWK, CITY OF CENTRAL AND THE COUNTY OF GILPIN CONCERNING PROPOSED GROWTH AREAS

Whereas, the Board of Directors of the Black Hawk - Central City Sanitation District has been asked to participate in an intergovernmental agreement with the City of Central, the City of Black Hawk and the County of Gilpin establishing their agreement to proposed growth and annexation areas; and,

Whereas, the District's participation in the agreement has been limited to the provisions of paragraph 6; and,

Whereas, any commitment made by the District is limited by the availability of plant capacity at the time of any application for service, plan and construction review and approval according to standards adopted for the entire District, compliance with the District's Rules, Regulations and Resolutions in effect at the time of the application; and, the District's ability to serve the area without violating any law or regulation;

NOW, THEREFORE, BE IT RESOLVED THAT:

The Intergovernmental Agreement made September 29, 1999 by and between the City of Central, Colorado, the City of Black Hawk, Colorado, the County of Gilpin, Colorado and the Black Hawk-Central City Sanitation District only as to paragraph 6, is approved by the Board of Directors and execution by the Chairman of the Board with attestation by the Secretary is authorized to bind the Board.

This Resolution is effective this _____ day of September, 1999.

ADOPTED THIS ____ DAY OF _____, 1999.

David Spellman, Chairman

Attest:

By: Betty Mahaffey, Director

BLACKHAW/RESO
KJS 0941
0165.0308

EXHIBIT B

This Exhibit B contains Parcels 1 through 6.

Notwithstanding anything to the contrary contained in this Exhibit B, no portion of the Central City Growth Area includes any area within the corporate boundaries of Central City as of the date of this Intergovernmental Agreement or the real property described in Exhibits C, E or H of this Agreement.

EXHIBIT B
PARCEL 1

DESCRIPTION:

A PARCEL OF LAND LOCATED WITHIN SECTIONS 11 AND 12, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE CITY OF CENTRAL'S BOUNDARY, THENCE NORTHEASTERLY TO A POINT ALONG THE SUMMIT OF A HILL AT ELEVATION 9089 AS SHOWN HEREON; THENCE SOUTHEASTERLY TO A POINT ALONG THE WEST LINE OF SECTION 12; THENCE EAST TO THE INTERSECTION OF THE 8600 CONTOUR LINE; THENCE ALONG SAID CONTOUR LINE TO A POINT ALONG THE RIDGE OF WINNEBAGO HILL; THENCE EAST TO THE WESTERLY ANGLE POINT IN THE BLACK HAWK CITY BOUNDARY; THENCE SOUTHEAST ALONG SAID BOUNDARY TO A POINT ALONG THE NORTH LINE OF CENTRAL CITY'S BOUNDARY; THENCE ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

PROJECT: ... \CCS-BU\9981100\GROWTH MAP\CA EXHIBITS-DESCRIPTIONS\EXHIBIT B PARCEL 1.DWG

NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

SHEET 1 OF 2

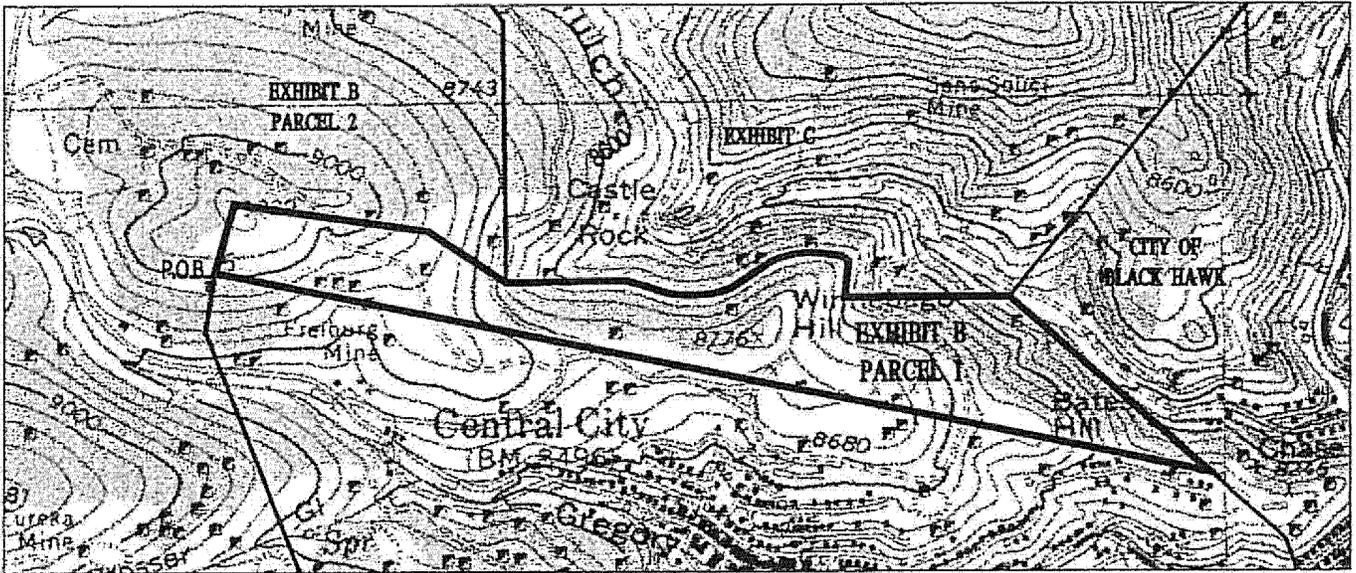
BCA GROUP

GEOMATICS AND ENGINEERING RESOURCE CENTER
11445 WEST I-70 FRONTAGE ROAD NORTH
SUITE 102, WHEAT RIDGE, COLORADO 80033
PH (303) 403-4706 FAX (303) 403-0800

EXHIBIT B
PARCEL 1



DATE: 09.19.99



681100\GROWTH MAP\USA EXHIBITS-DESCRIPTIONS\EXHIBIT B PARCEL 1.DWG

PROJECT NO.:

NOTE:
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SHEET 2 OF 2

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11445 WEST I-70 FRONTAGE ROAD NORTH
SUITE 102, WHEAT RIDGE, COLORADO 80033
PH (303) 403-4706 FAX (303) 403-0800

EXHIBIT B PARCEL 2

DESCRIPTION:

A PARCEL OF LAND LOCATED WITHIN SECTIONS 2 AND 11, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST ANGLE POINT OF A PARCEL OF LAND ANNEXED TO THE CITY OF CENTRAL, COUNTY OF GILPIN, UNDER RECEPTION NO. 84013, THENCE SOUTHEASTERLY ALONG THE SOUTH SIDE OF CHASE GULCH TO THE POINT OF INTERSECTION WITH THE EAST LINE OF SECTION 2; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE SOUTHEAST CORNER THEREOF; THENCE EASTERLY ALONG THE EAST LINE OF SECTION 11 TO THE EXTENDED POINT OF INTERSECTION OF THE 8600 CONTOUR LINE AS SHOWN HEREON; THENCE NORTHWESTERLY TO A POINT ALONG THE SUMMIT OF A HILL AT ELEVATION 9089 AS SHOWN HEREON; THENCE SOUTHWESTERLY TO THE NORTHWEST CORNER OF THE CITY OF CENTRAL'S BOUNDARY; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID BOUNDARY TO THE POINT OF INTERSECTION WITH GILPIN COUNTY ROAD NO. 3 AS SHOWN ON THE PRELIMINARY LAND SURVEY PLAT, PREPARED BY ALPINE SURVEYING COMPANY, DATED: MAY 21, 1998; THENCE NORTHWESTERLY ALONG SAID COUNTY ROAD TO THE POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF THE BOODLE LODGE, SURVEY NO. 6111 DESCRIBED IN THE ANNEXATION TO THE CITY OF CENTRAL, PREPARED BY ROCKY MOUNTAIN CONSULTANTS, INC., DATED: MAY 20, 1999; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID LODGE TO THE SOUTHEAST CORNER THEREOF; THENCE NORTHWESTERLY ALONG THE EAST LINE OF SAID LODGE TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHWESTERLY ALONG THE NORTH LINE OF SAID LODGE TO THE POINT OF INTERSECTION WITH OLD GILPIN COUNTY ROAD NO. 3 AS SHOWN ON SAID ANNEXATION MAP; THENCE NORTHWESTERLY ALONG SAID ROAD TO THE POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN THE ANNEXATION TO THE CITY OF CENTRAL, PREPARED BY ROCKY MOUNTAIN CONSULTANTS, INC., RECORDED IN BOOK 673 AT PAGE 488 IN THE COUNTY OF GILPIN; THENCE ALONG THE SOUTHERLY, EASTERLY AND NORTHERLY LINES OF SAID ANNEXATION TO THE POINT OF INTERSECTION WITH COUNTY ROAD NO. 3 AS SHOWN ON SAID ANNEXATION MAP; THENCE NORTHWESTERLY ALONG SAID ROAD TO THE POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF THE PARCEL OF LAND DESCRIBED IN THE ANNEXATION TO THE CITY OF CENTRAL, COUNTY OF GILPIN, UNDER RECEPTION NO. 84013; THENCE NORTHERLY AND EASTERLY ALONG THE EASTERLY AND SOUTHERLY LINE OF SAID PARCEL TO THE POINT OF BEGINNING.

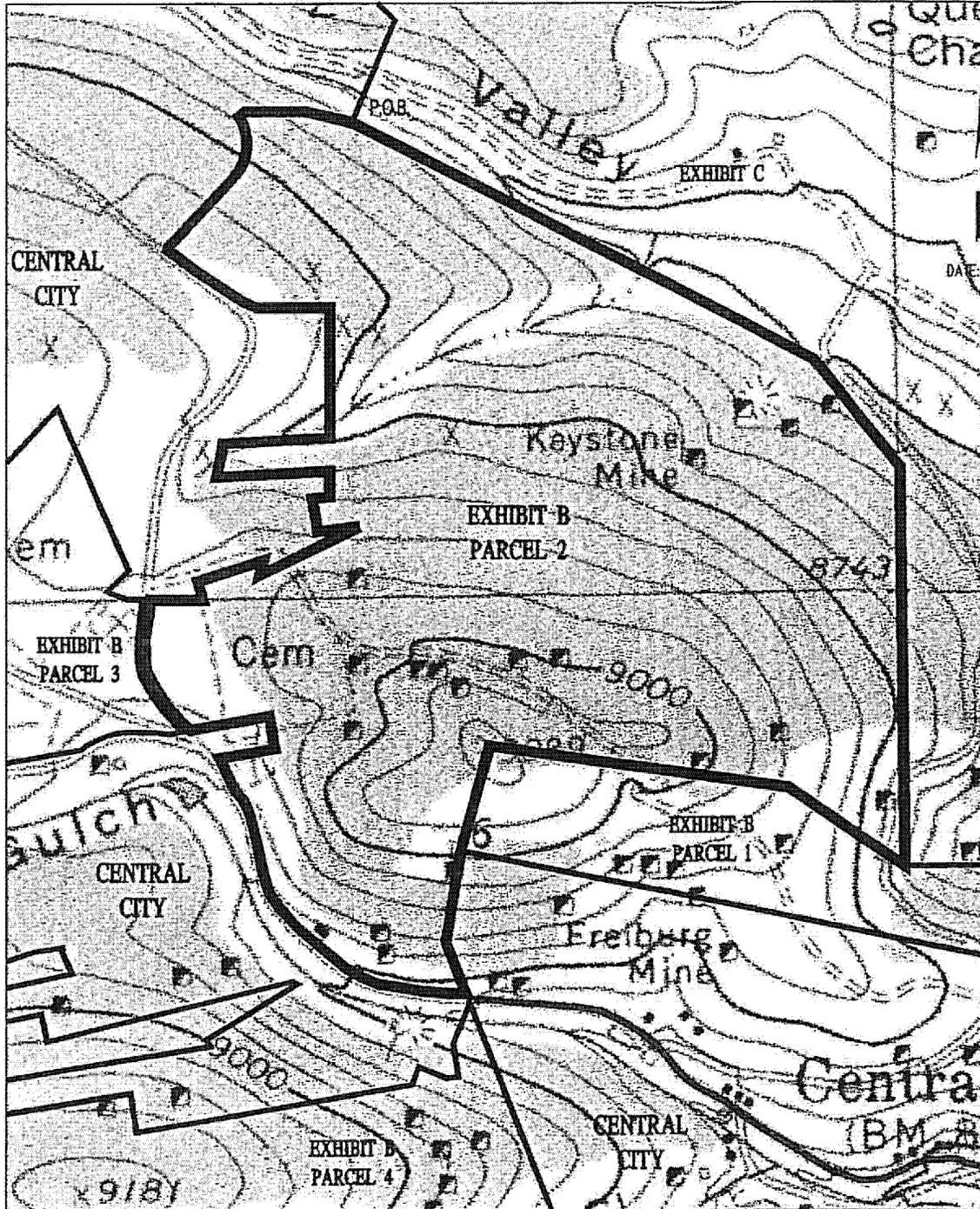
NOTE:
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SHEET 1 OF 2

BCA GROUP

GEOMATICS AND ENGINEERING RESOURCE CENTER
11445 WEST I-70 FRONTAGE ROAD NORTH
SUITE 102, WHEAT RIDGE, COLORADO 80033
PH (303) 403-4706 FAX (303) 403-0800

EXHIBIT B PARCEL 2



398LH00\GROWTH MAP\GA EXHIBITS-DESCRIPTIONS\EXHIBIT B PARCEL 2.DWG

PROJECT INC

NOTE:
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SHEET 2 OF 2

BCA GROUP

GEOMATICS AND ENGINEERING RESOURCE CENTER
11445 WEST I-70 FRONTAGE ROAD NORTH
SUITE 102, WHEAT RIDGE, COLORADO 80033
PH (303) 403-4708 FAX (303) 403-6800

EXHIBIT B
PARCEL 3

DESCRIPTION:

A PARCEL OF LAND LOCATED WITHIN SECTIONS 2 AND 11, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION ALONG THE NORTHERLY LINES OF THE BOODLE LODGE, SURVEY NO. 6111 AND OLD GILPIN COUNTY ROAD NO. 1 AS DESCRIBED IN THE ANNEXATION TO THE CITY OF CENTRAL, PREPARED BY ROCKY MOUNTAIN CONSULTANTS, INC., DATED MAY 20, 1999; THENCE WESTERLY ALONG THE NORTH LINE OF SAID ROAD TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF SAID LODGE; THENCE SOUTHWESTERLY ALONG THE NORTH LINE OF SAID LODGE TO THE POINT OF INTERSECTION WITH THE LINE DESCRIBED IN THE ANNEXATION TO THE CITY OF CENTRAL, PREPARED BY ROCKY MOUNTAIN CONSULTANTS, INC., RECORDED IN BOOK 673 AT PAGES 492 AND 493; THENCE N 83°34'00" W, 292.04 FEET; THENCE N 21°18'00" E, 642.20 FEET; THENCE N 78°32'00" W, 440.02 FEET; THENCE N 05°19'00" E, 152.34 FEET; THENCE N 70°57'47" W, 739.02 FEET; THENCE S 77°42'48" E, 999.23 FEET; THENCE N 11°12'13" E, 148.76 FEET; THENCE N 77°40'53" W, 330.74 FEET; THENCE N 21°32'13" E, 96.95 FEET; THENCE S 68°27'47" E, 325.21 FEET; THENCE N 43°26'00" E, 740.20 FEET; THENCE S 23°59'00" E, 801.50 FEET; THENCE S 44°31'00" W, 136.02 FEET; THENCE S 68°27'47" E, 98.65 FEET; THENCE S 89°57'09" E, 67.07 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY LINE OF COUNTY ROAD NO. 3 AS SHOWN ON SAID ANNEXATION MAP; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID ROAD TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF OLD GILPIN COUNTY ROAD NO. 1 AS SHOWN ON THE ANNEXATION TO THE CITY OF CENTRAL, PREPARED BY ROCKY MOUNTAIN CONSULTANTS, INC., DATED MAY 20, 1999; THENCE SOUTHEASTERLY ALONG THE NORTH LINE OF OLD GILPIN COUNTY ROAD NO. 1 TO THE POINT OF BEGINNING.

PROJECT NO.: C05-BU1\99BU100\GROWTH MAP\NCA EXHIBITS-DESCRIPTIONS\EXHIBIT B PARCEL 3.DWG

NOTE:
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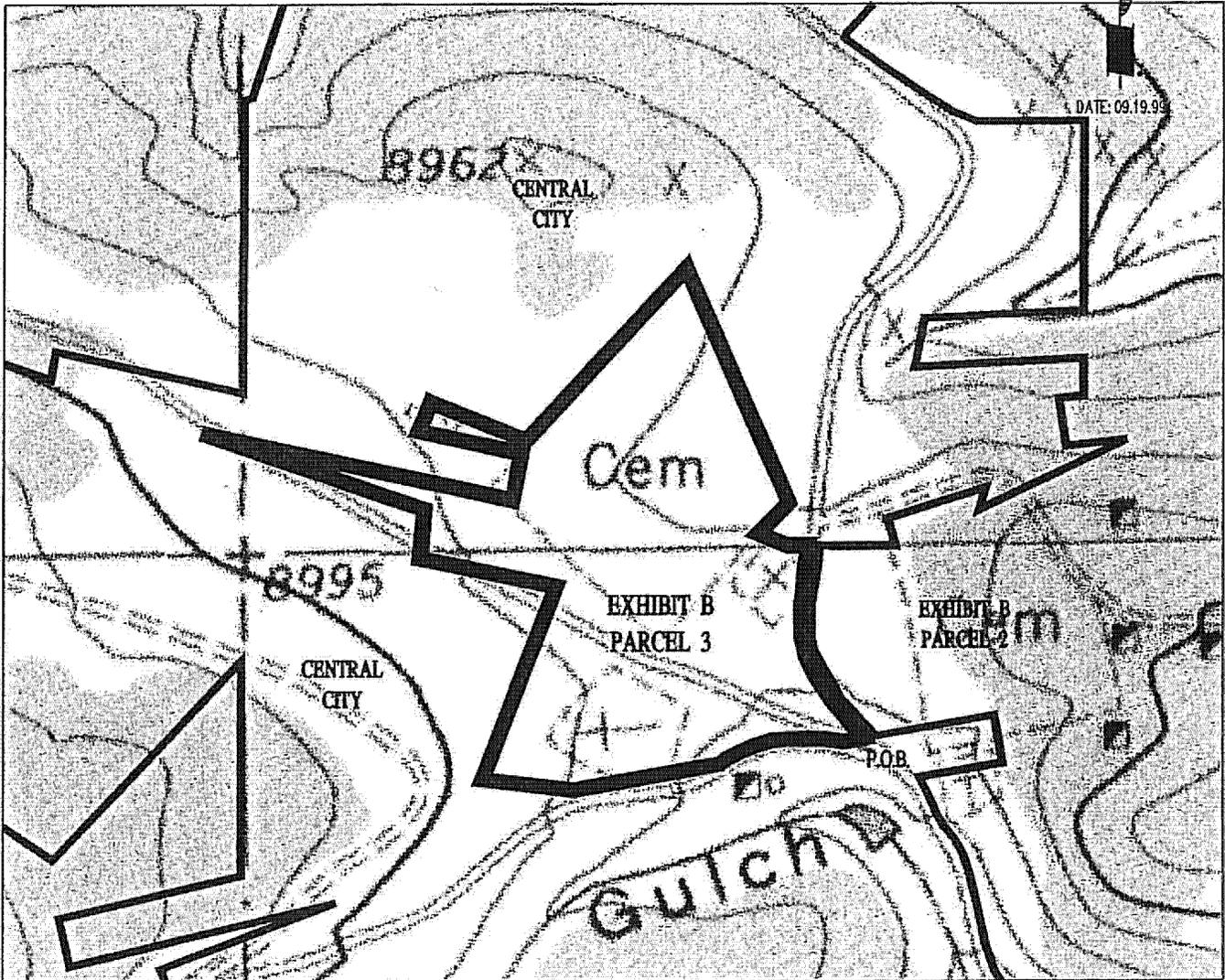
SHEET 1 OF 2

BCA GROUP

GEOMATICS AND ENGINEERING RESOURCE CENTER
1445 WEST I-70 FRONTAGE ROAD NORTH
SUITE 102, WHEAT RIDGE, COLORADO 80033
PH (303) 403-4706 FAX (303) 403-0800

EXHIBIT B
PARCEL 3

DATE: 09.19.99



PROJECT 1 \99816001.GROWTH MAP\UGA EXHIBITS-DESCRIPTIONS\EXHIBIT B PARCEL 3.DWG

NOTE:
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SHEET 2 OF 2

BCA GROUP
GEOMATICS AND ENGINEERING RESOURCE CENTER
1445 WEST I-70 FRONTAGE ROAD NORTH
SUITE 102, WHEAT RIDGE, COLORADO 80033
PH (303) 403-4706 FAX (303) 403-0800

EXHIBIT B PARCEL 4

DESCRIPTION:

A PARCEL OF LAND LOCATED WITHIN SECTIONS 11 AND 14, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ALONG THE WEST LINE OF SECTION 11 AND THE SOUTHERLY LINE OF THE PARCEL OF LAND DESCRIBED IN THE ANNEXATION TO THE CITY OF CENTRAL, PREPARED BY ROCKY MOUNTAIN CONSULTANTS, INC., RECORDED IN BOOK 673 AT PAGE 493 OF SAID GILPIN COUNTY, THENCE SOUTHERLY ALONG THE WEST LINE OF SECTION 11 TO A POINT AS SHOWN HEREON; THENCE EAST TO A POINT NORTH OF PROSSER GULCH; THENCE SOUTH TO A POINT NORTH OF NEVADA GULCH; THENCE SOUTHEASTERLY TO A POINT ALONG THE EAST LINE OF THE CITY OF CENTRAL'S BOUNDARY; THENCE NORTHWESTERLY ALONG SAID BOUNDARY TO THE POINT OF INTERSECTION WITH GILPIN COUNTY ROAD NO. 3 AS SHOWN ON THE PRELIMINARY LAND SURVEY PLAT, PREPARED BY ALPINE SURVEYING COMPANY, DATED: MAY 21, 1998; THENCE SOUTHWESTERLY TO CORNER NO. 6 OF THE J.P. WHITNEY LODE, M.S. 639 AS SHOWN ON SAID PLAT; THENCE: S 08°54'00" E, 150.00 FEET; THENCE: S 80°27'00" W, 54.81 FEET; THENCE: N 67°50'00" W, 139.86 FEET; THENCE: S 21°27'00" W, 85.78 FEET; THENCE: S 80°27'00" W, 1049.03 FEET; THENCE: S 81°06'00" W, 233.00 FEET; THENCE: N 08°54'00" W, 10.27 FEET; THENCE: N 78°00'00" E, 2.85 FEET; THENCE: N 12°00'00" W, 52.58 FEET; THENCE: N 08°54'00" W, 114.08 FEET MORE OR LESS TO THE EXTENDED POINT OF INTERSECTION WITH THE SOUTH LINE OF THE BULLION NO. 6 LODE, M.S. 16856 AS SHOWN ON SAID PLAT; THENCE ALONG THE SOUTH LINE OF SAID LODE THENCE: S 80°50'00" W, 793.38 FEET MORE OR LESS; THENCE: N 09°50'00" E, 158.84 FEET; THENCE: N 80°50'00" E, 1130.57 FEET; THENCE: N 30°45'00" W, 36.46 FEET; THENCE: N 59°15'00" E, 490.16 FEET; THENCE: N 61°00'00" W, 24.34 FEET; THENCE: S 76°25'00" W, 1156.34 FEET; THENCE: N 13°05'00" W, 128.01 FEET; THENCE: S 78°04'00" W, 674.69 FEET; THENCE: N 11°56'00" W, 150.00 FEET; THENCE: N 78°04'00" E, 853.38 FEET; THENCE: N 26°00'00" W, 120.07 FEET; THENCE: N 64°00'00" E, 21.15 FEET; THENCE: S 81°42'00" W, 145.07 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN THE ANNEXATION TO THE CITY OF CENTRAL, PREPARED BY ROCKY MOUNTAIN CONSULTANTS, INC., DATED SEPTEMBER 4, 1992; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID ANNEXATION TO THE SOUTHWEST CORNER THEREOF, SAID POINT BEING THE SOUTHEASTERLY ANGLE POINT OF THE PARCEL OF LAND DESCRIBED IN THE ANNEXATION TO THE CITY OF CENTRAL, PREPARED BY ROCKY MOUNTAIN CONSULTANTS, INC., RECORDED IN BOOK 673 AT PAGE 493 OF SAID GILPIN COUNTY; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID ANNEXATION TO THE POINT OF BEGINNING.

NOTE:

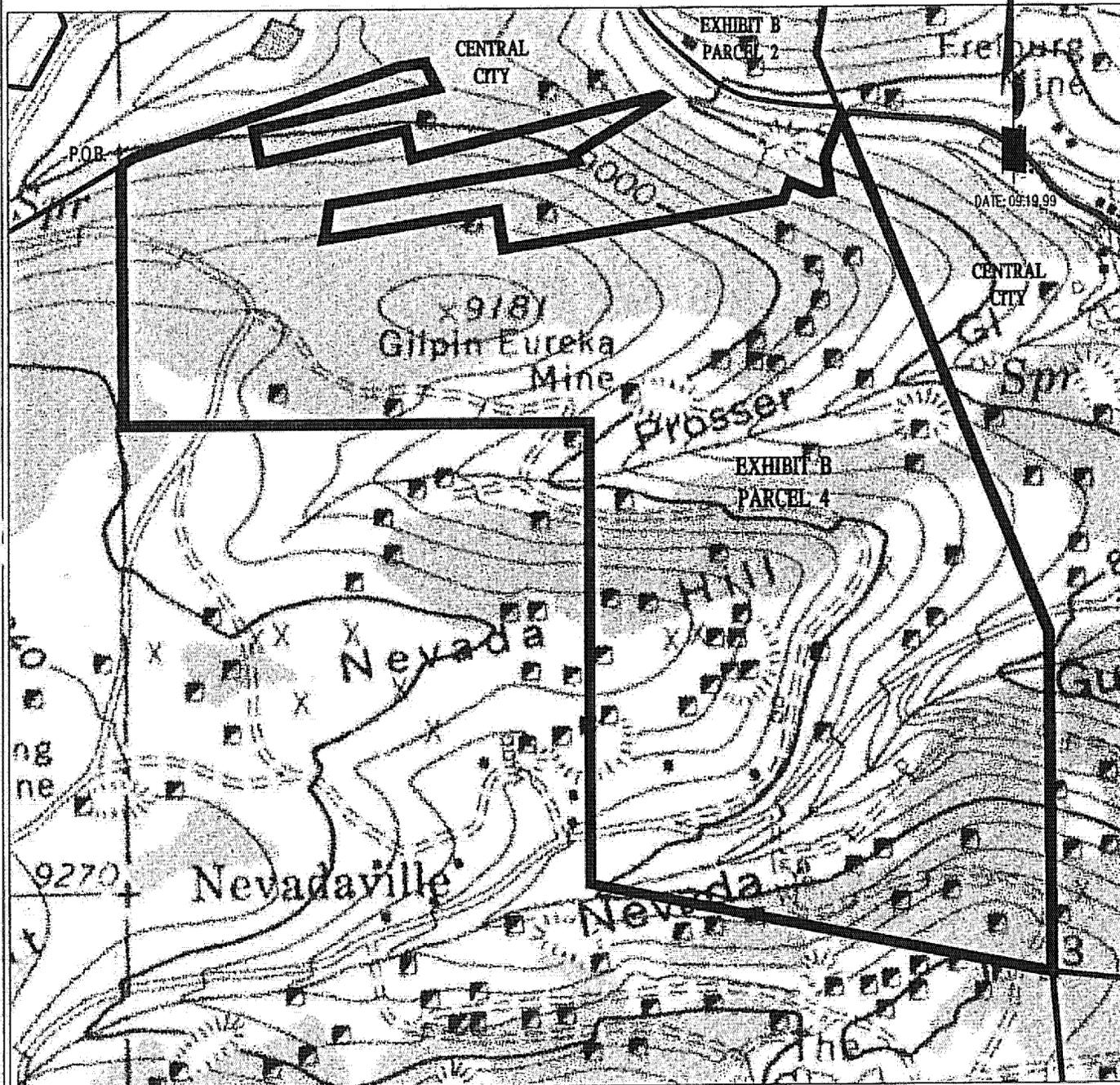
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SHEET 1 OF 2

BCA GROUP

GEOMATICS AND ENGINEERING RESOURCE CENTER
11445 WEST I-70 FRONTAGE ROAD NORTH
SUITE 102, WHEAT RIDGE, COLORADO 80033
PH (303) 403-4706 FAX (303) 403-0800

EXHIBIT B PARCEL 4



98ELH00\GROWTH MAP\ICA EXHIBITS-DESCRIPTIONS\EXHIBIT B PARCEL 4.DWG

PROJECT

NOTE:
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SHEET 2 OF 2

BCA GROUP

GEOMATICS AND ENGINEERING RESOURCE CENTER
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SUITE 102, WHEAT RIDGE, COLORADO 80033
PH (303) 403-4706 FAX (303) 403-0800

EXHIBIT B
PARCEL 5

DESCRIPTION:

A PARCEL OF LAND LOCATED WITHIN SECTIONS 18, 19 AND 20, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND SECTIONS 13, 14, AND 24, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE CITY OF CENTRAL'S BOUNDARY, THENCE SOUTHEASTERLY TO A POINT ALONG RUSSELL GULCH AT THE 8800 CONTOUR LINE AS SHOWN HEREON; THENCE ALONG SAID CONTOUR LINE TO THE POINT OF INTERSECTION WITH THE WESTERLY LINE OF SECTION 19; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION TO THE SOUTHWEST CORNER THEREOF; THENCE ALONG THE SOUTH LINE OF SAID SECTION TO THE SOUTHEAST CORNER THEREOF; THENCE ALONG THE EAST LINE OF SAID SECTION TO THE COMMON QUARTER CORNER OF SECTIONS 19 AND 20; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 20 TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF THE PROPOSED SOUTHERLY ACCESS ROAD AS SHOWN ON THE EXHIBIT, PREPARED BY ROCKY MOUNTAIN CONSULTANTS, INC., JOB NO. 1671050.00NR; THENCE NORTHERLY ALONG SAID LINE TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF SECTION 19; THENCE EAST ALONG SAID NORTH LINE TO THE POINT OF INTERSECTION WITH THE WESTERLY EDGE OF LAKE GULCH ROAD; THENCE NORTHWESTERLY ALONG THE WESTERLY EDGE OF SAID ROAD TO THE POINT OF INTERSECTION WITH THE WEST LINE OF SECTION 18; THENCE NORTHERLY ALONG SAID WEST LINE TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE BLACK HAWK CITY BOUNDARY; THENCE WESTERLY ALONG SAID SOUTHERLY BOUNDARY LINE TO THE SOUTHWEST CORNER THEREOF; THENCE NORTHERLY ALONG THE WEST LINE OF SAID CITY BOUNDARY TO THE POINT OF INTERSECTION WITH THE SOUTHERLY BOUNDARY OF CENTRAL CITY; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING.

NOTE:
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SHEET 1 OF 2

BCA GROUP

GEOMATICS AND ENGINEERING RESOURCE CENTER
11445 WEST I-70 FRONTAGE ROAD NORTH
SUITE 102 WHEAT RIDGE, COLORADO 80033
PH (303) 403-4706 FAX (303) 403-0800

PROJECT NO.: JCS-BH1\98BLH00\GROWTH MAP\GIA EXHIBITS-DESCRIPTIONS\EXHIBIT B PARCEL 5.DWG

EXHIBIT B
PARCEL 6

DESCRIPTION:

A PARCEL OF LAND LOCATED WITHIN SECTION 29, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 29, THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION TO THE POINT OF INTERSECTION WITH THE GILPIN, CLEAR CREEK COUNTY LINE; THENCE SOUTHEASTERLY ALONG SAID LINE TO THE POINT OF INTERSECTION WITH THE NORTH-SOUTH CENTERLINE OF THE SOUTHEAST QUARTER OF SECTION 29; THENCE NORTH ALONG SAID LINE TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF THE PROPOSED SOUTHERLY ACCESS ROAD AS SHOWN ON THE EXHIBIT PREPARED BY ROCKY MOUNTAIN CONSULTANTS, INC., JOB NO. 1671050.001R; THENCE NORTHWESTERLY ALONG SAID LINE TO THE POINT OF INTERSECTION WITH THE COMMON LINE OF THE NORTHEAST AND SOUTHEAST QUARTERS OF SAID SECTION; THENCE WESTERLY ALONG SAID LINE TO THE CENTER OF SAID SECTION; THENCE NORTHERLY ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION TO A POINT ALONG THE EASTERLY LINE OF THE PROPOSED SOUTHERLY ACCESS ROAD AS SHOWN ON THE EXHIBIT PREPARED BY ROCKY MOUNTAIN CONSULTANTS, INC., JOB NO. 1671050.001R; THENCE NORTHERLY ALONG SAID LINE TO THE POINT OF INTERSECTION WITH THE NORTH-SOUTH CENTERLINE OF SAID SECTION; THENCE NORTHERLY ALONG SAID CENTERLINE TO THE NORTH QUARTER CORNER OF SAID SECTION; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION TO THE POINT OF BEGINNING.

NOTE:

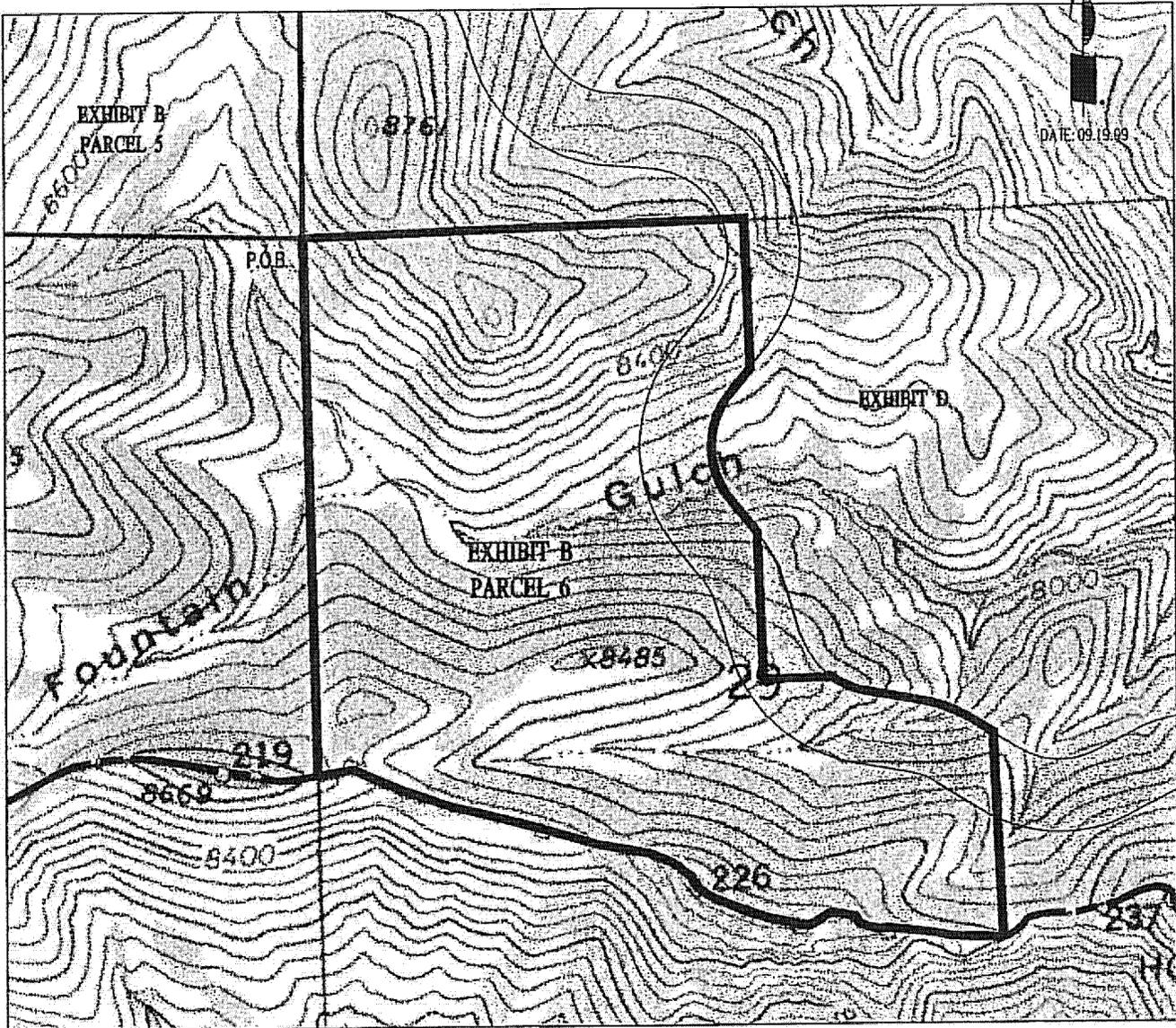
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SHEET 1 OF 2

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EXHIBIT B
PARCEL 6



PROJECT 1
1999J200\GROWTH MAP\CA EXHIBITS-DESCRIPTIONS\EXHIBIT B PARCEL 6.DWG

NOTE:
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SHEET 2 OF 2

BCA GROUP

GEOMATICS AND ENGINEERING RESOURCE CENTER
11445 WEST I-70 FRONTAGE ROAD NORTH
SUITE 102 WHEAT RIDGE, COLORADO 80033
PH (303) 403-4706 FAX (303) 403-0800

EXHIBIT C

This Exhibit C contains one parcel.

Notwithstanding anything to the contrary contained in this Exhibit C, no portion of the Black Hawk Growth Area includes any area within the corporate boundaries of the City of Black Hawk as of the date of this Intergovernmental Agreement or the real property described in Exhibits B, E or H of this Agreement.

EXHIBIT C

DESCRIPTION:

A PARCEL OF LAND LOCATED WITHIN SECTION 36, TOWNSHIP 2 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SECTIONS 1, 2, AND 12, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND SECTION 5, 6, 8, 17, AND 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 16, THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION TO THE SOUTHEAST CORNER OF SECTION 17; THENCE WESTERLY ALONG THE SOUTH LINE OF SECTION 17 TO THE SOUTHWEST CORNER THEREOF; THENCE WESTERLY ALONG THE SOUTH LINE OF SECTION 18 TO THE POINT OF INTERSECTION WITH THE WESTERLY EDGE OF LAKE GULCH ROAD; THENCE NORTHWESTERLY ALONG THE WESTERLY EDGE OF LAKE GULCH ROAD TO THE POINT OF INTERSECTION WITH THE WEST LINE OF SECTION 18; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE BLACK HAWK CITY BOUNDARY; THENCE EASTERLY ALONG SAID BOUNDARY TO THE SOUTHEAST CORNER THEREOF; THENCE NORTHERLY AND WESTERLY ALONG SAID CITY BOUNDARY TO THE NORTHERLY CORNER THEREOF; THENCE SOUTHWESTERLY ALONG SAID CITY BOUNDARY TO AN ANGLE POINT IN SAID BOUNDARY; THENCE WEST TO THE POINT OF INTERSECTION WITH THE 8600 CONTOUR LINE AS SHOWN HEREON; THENCE WESTERLY ALONG SAID CONTOUR LINE TO THE EXTENDED POINT OF INTERSECTION WITH THE WEST LINE OF SECTION 12; THENCE NORTHERLY ALONG SAID LINE TO THE NORTHWEST CORNER THEREOF; THENCE NORTHERLY ALONG THE WEST LINE OF SECTION 1 TO A POINT ALONG THE SOUTH SIDE OF CHASE GULCH; THENCE NORTHWESTERLY ALONG THE SOUTH SIDE OF CHASE GULCH TO THE POINT OF INTERSECTION WITH THE SOUTHEAST ANGLE POINT OF A PARCEL OF LAND ANNEXED TO THE CITY OF CENTRAL, COUNTY OF GILPIN, UNDER RECEPTION NO. 84013; THENCE NORTHWESTERLY ALONG THE EASTERLY AND NORTHERLY LINES OF SAID PARCEL TO THE POINT OF INTERSECTION WITH THE WEST LINE OF SECTION 2; THENCE NORTHERLY ALONG SAID WEST LINE TO THE NORTHWEST CORNER THEREOF; THENCE EASTERLY ALONG THE NORTH LINE OF SECTION 2 TO THE NORTHWEST CORNER OF SECTION 1; THENCE EASTERLY ALONG THE NORTH LINE OF SECTION 1 TO A POINT, SAID POINT BEING SOUTHWEST OF MISSOURI FALLS AS SHOWN HEREON; THENCE NORTH TO THE POINT OF INTERSECTION WITH THE 8800 CONTOUR LINE; THENCE ALONG SAID CONTOUR LINE AS SHOWN HEREON TO THE POINT OF INTERSECTION WITH THE EAST LINE OF SECTION 36; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTHWEST CORNER OF SECTION 6; THENCE EASTERLY ALONG THE NORTH LINES OF SECTIONS 6 AND 5 TO THE NORTHEAST CORNER OF SAID SECTION 5; THENCE SOUTHERLY ALONG THE EAST LINES OF SECTIONS 5 AND 8 TO THE NORTHWEST CORNER OF SECTION 16 AND THE POINT OF BEGINNING.

NOTE:

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

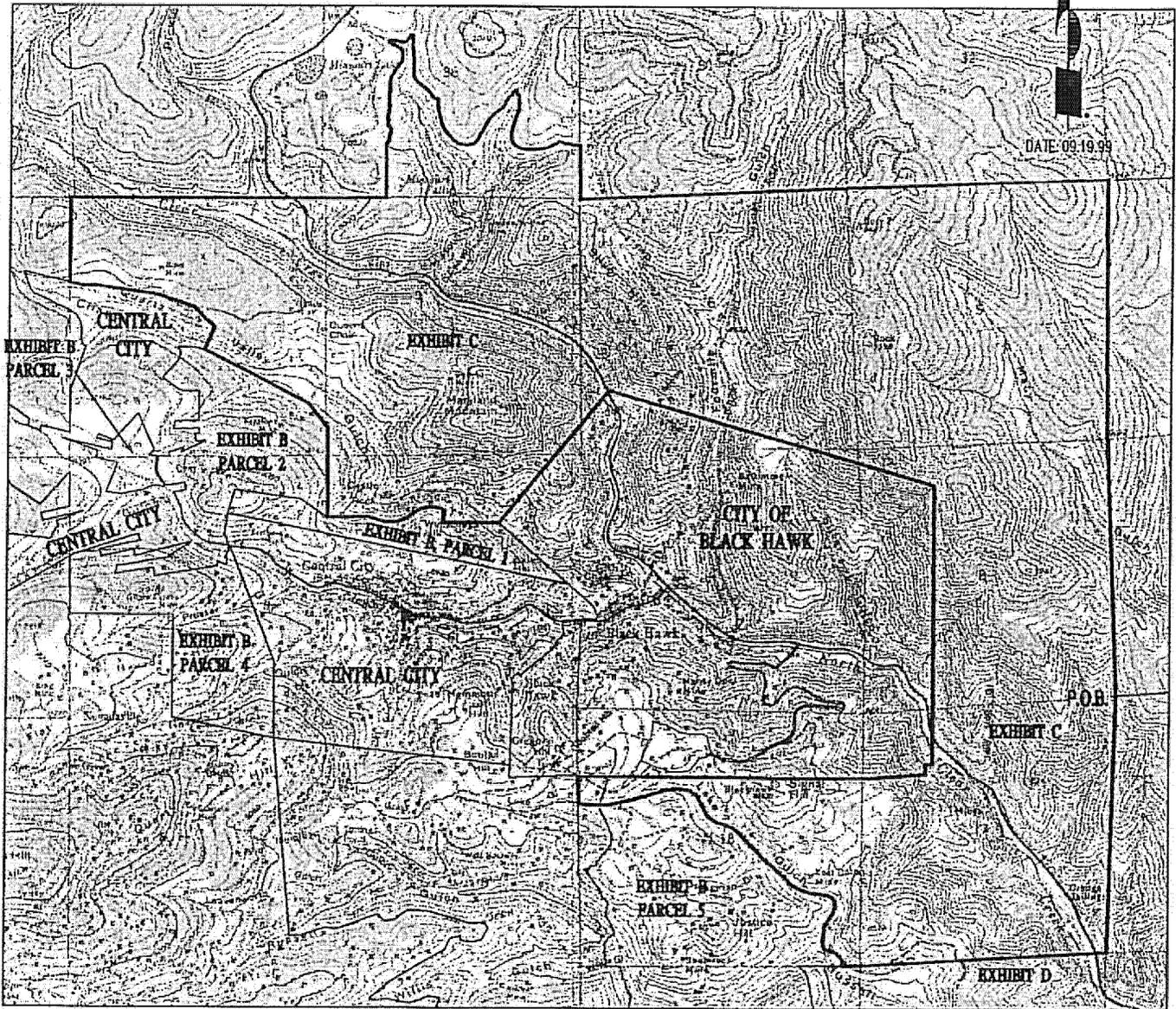
SHEET 1 OF 2

BCA GROUP

GEOMATICS AND ENGINEERING RESOURCE CENTER
11445 WEST I-70 FRONTAGE ROAD NORTH
SUITE 102 WHEAT RIDGE, COLORADO 80033
PH (303) 403-4706 FAX (303) 403-0800

EXHIBIT C

DATE: 09.19.99



PROJECT: BC
G:\BELHOO\GROWTH_MAP\CA_EXHIBITS-DESCRIPTIONS\EXHIBIT C.DWG

NOTE:
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SHEET 2 OF 2

BCA GROUP

GEOMATICS AND ENGINEERING RESOURCE CENTER
11445 WEST I-70 FRONTAGE ROAD NORTH
SUITE 102 WHEAT RIDGE, COLORADO 80033
PH (303) 403-4706 FAX (303) 403-0800

EXHIBIT D

DESCRIPTION:

A PARCEL OF LAND LOCATED WITHIN SECTIONS 15, 16, 19, 20, 21, 22, 25, 26, 27, 28, 29, 33, 35 AND 36, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 16, THENCE EASTERLY ALONG THE NORTH LINE OF SECTION 16 TO THE NORTHWEST CORNER OF SECTION 15; THENCE EASTERLY ALONG THE NORTH LINE OF SECTION 15 TO THE WEST LINE OF NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTHERLY ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION TO THE POINT OF INTERSECTION WITH THE EAST LINE OF SECTION 15; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SECTION 22; THENCE SOUTHERLY ALONG THE EAST LINE OF SECTION 22 TO THE NORTHWEST CORNER OF SECTION 26; THENCE EASTERLY ALONG THE NORTH LINE OF SECTION 26 TO THE NORTHWEST CORNER OF SECTION 25; THENCE EASTERLY ALONG THE NORTH LINE OF SECTION 25 TO THE POINT OF INTERSECTION WITH THE GILPIN, JEFFERSON COUNTY LINE; THENCE SOUTHERLY ALONG SAID COUNTY LINE TO THE POINT OF INTERSECTION WITH THE GILPIN, CLEAR CREEK COUNTY LINE; THENCE WESTERLY ALONG THE GILPIN, CLEAR CREEK COUNTY LINE TO THE POINT OF INTERSECTION WITH THE NORTH-SOUTH CENTERLINE OF THE SOUTHEAST QUARTER OF SECTION 29; THENCE NORTH ALONG SAID LINE TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF THE PROPOSED SOUTHERLY ACCESS ROAD AS SHOWN ON THE EXHIBIT PREPARED BY ROCKY MOUNTAIN CONSULTANTS, INC., JOB NO. 1671050.001R; THENCE NORTHWESTERLY ALONG SAID LINE TO THE POINT OF INTERSECTION WITH THE COMMON LINE OF THE NORTHEAST AND SOUTHEAST QUARTERS OF SAID SECTION; THENCE WESTERLY ALONG SAID LINE TO THE CENTER OF SAID SECTION; THENCE NORTHERLY ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION TO A POINT ALONG THE EASTERLY LINE OF THE PROPOSED SOUTHERLY ACCESS ROAD AS SHOWN ON THE EXHIBIT PREPARED BY ROCKY MOUNTAIN CONSULTANTS, INC., JOB NO. 1671050.00JR; THENCE NORTHERLY ALONG SAID LINE TO THE POINT OF INTERSECTION WITH THE NORTH-SOUTH CENTERLINE OF SAID SECTION; THENCE NORTHERLY ALONG SAID CENTERLINE TO THE NORTH QUARTER CORNER OF SAID SECTION; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 29 TO THE NORTHWEST CORNER THEREOF; THENCE NORTHERLY ALONG THE WEST LINE OF SECTION 20 TO THE WEST QUARTER CORNER THEREOF; THENCE EASTERLY ALONG THE EAST-WEST CENTERLINE OF SECTION 20 TO A POINT ALONG THE EASTERLY LINE OF THE PROPOSED SOUTHERLY ACCESS ROAD AS SHOWN ON THE EXHIBIT PREPARED BY ROCKY MOUNTAIN CONSULTANTS, INC. JOB NO., 1671050.00NR; THENCE NORTHERLY ALONG SAID EASTERLY LINE TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF SECTION 19; THENCE EASTERLY ALONG SAID NORTH LINE TO THE NORTHWEST CORNER OF SECTION 20; THENCE EASTERLY ALONG THE NORTH LINE OF SECTION 20 TO THE SOUTHWEST CORNER OF SECTION 16; THENCE NORTHERLY ALONG THE WEST LINE OF SECTION 16 TO THE POINT OF BEGINNING.

Notwithstanding anything to the contrary contained herein, the Black Hawk/Central/Gilpin Joint Planning Area includes as a part of this Exhibit D that real property described in Exhibit A of the PRE-ANNEXATION AGREEMENT between O.R. Goltra, an individual, and Mountain Ridge Homes, LLC, a Colorado limited liability company, and Peter Seipp Goltra, as custodian for both Andrew Renard Goltra under the Colorado Uniform Transfers to Minors act and Carolyn Seipp Goltra under the Colorado Uniform Transfers to Minors Act and Central City dated June 4, 1998 and recorded June 18, 1998 in book 644, page 73 of the Gilpin County Clerk records office, as well as the remainder of unincorporated Gilpin County which is not described in the Intergovernmental agreement and the exhibits attached thereto.

NOTE:

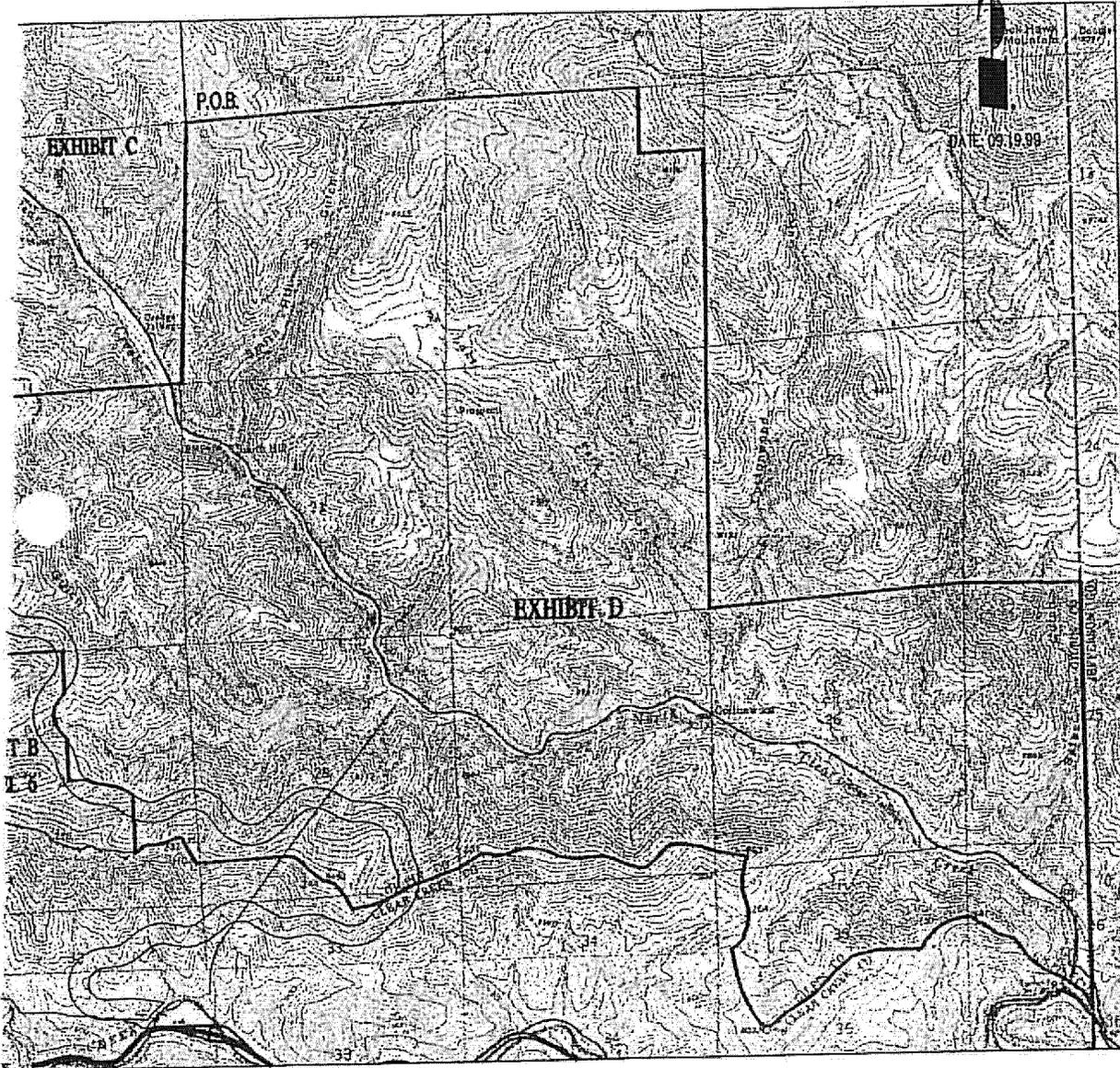
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

SHEET 1 OF 2

BCA GROUP

GEOMATICS AND ENGINEERING RESOURCE CENTER
1445 WEST I-70 FRONTAGE ROAD NORTH
SUITE 102 WHEAT RIDGE, COLORADO 80033
PH (303) 403-4706 FAX (303) 403-0800

EXHIBIT D

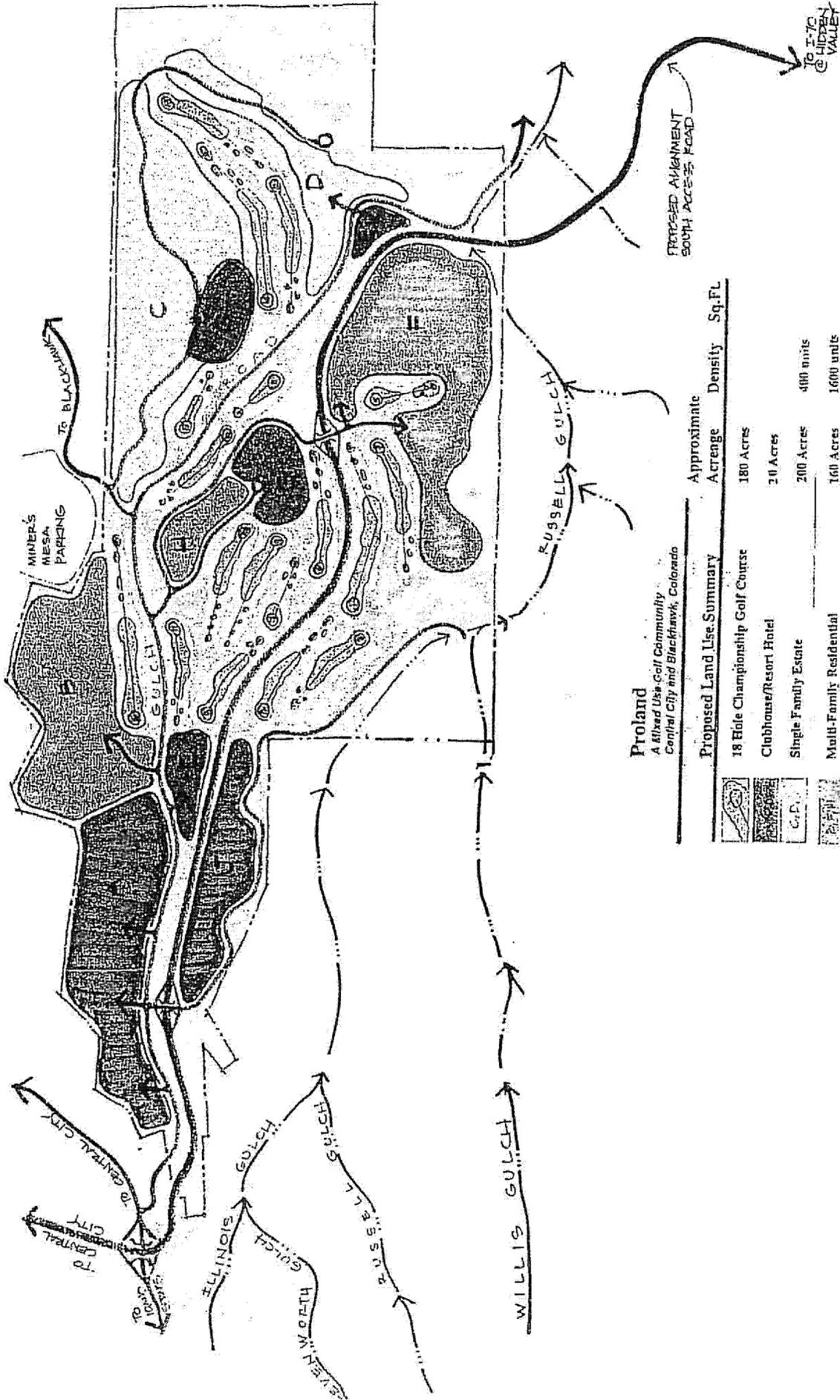


BCA GROUP

GEOMATICS AND ENGINEERING RESOURCE CENTER
11445 WEST I-70 FRONTAGE ROAD NORTH
SUITE 102, WHEAT RIDGE, COLORADO 80033
PH (303) 403-4708 FAX (303) 403-0800

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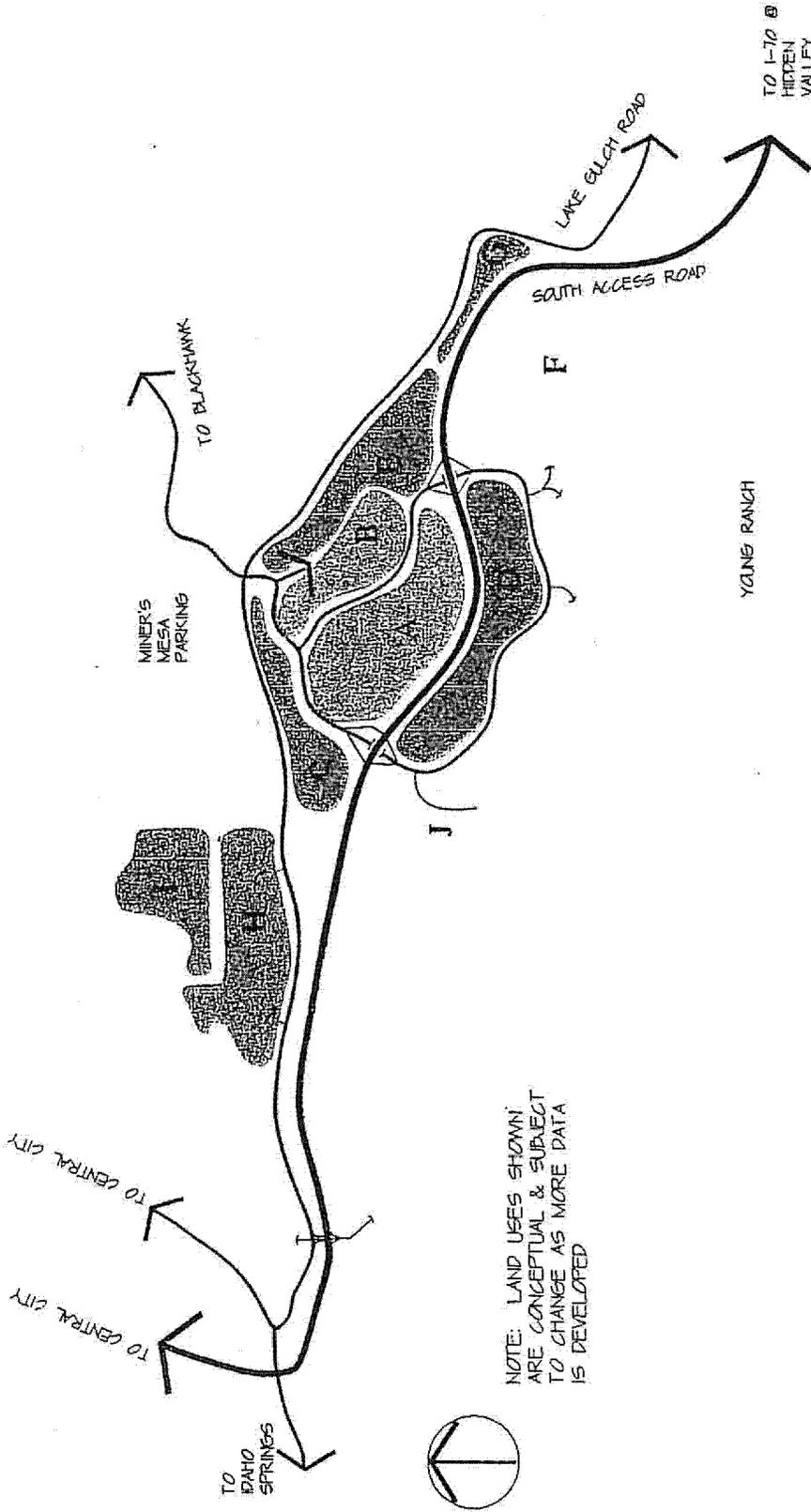
SHEET 2 OF 2



0 10 20 30 40 50 60
 APPX. SCALE IN FEET
 NORTH
 600,000 sq ft
 NOTE: LAND USES SHOWN ARE CONCEPTUAL CITY & SUBJECT TO CHANGE AS MORE DATA IS DEVELOPED
 4-9-91

Proland
A Mixed Use-Golf Community
 Central City and Blackhawk, Colorado

Proposed Land Use Summary	Approximate Acreage	Density	Sq. Ft.
18 Hole Championship Golf Course	180 Acres		
Clubhouse/Resort Hotel	20 Acres		
Single Family Estate	200 Acres	4000 units	
Multi-Family Residential	160 Acres	16000 units	
-Townhomes -Apartments -Condominiums			
Mixed-Use Commercial -Retail -Office -Hotels -Warehouse	70 Acres		



NOTE: LAND USES SHOWN ARE CONCEPTUAL & SUBJECT TO CHANGE AS MORE DATA IS DEVELOPED

PROLAND-TOWN CENTER	ALTERNATIVE	COMMERCIAL, LODGING, RETAIL/OFFICE WAREHOUSE	RESIDENTIAL UNITS
A TOWN CENTER/MIXED USE *	32 ACRES	100,000 S.F.	320
B TOWN CENTER/MIXED USE *	15 ACRES	100,000 S.F.	150
C MULTI FAMILY RESIDENTIAL	12 ACRES		180
D MULTI FAMILY RESIDENTIAL	27 ACRES		405
E MULTI FAMILY RESIDENTIAL	20 ACRES		300
F SINGLE FAMILY RESIDENTIAL	71 ACRES		755
G COMMERCIAL *	5 ACRES	60,000 S.F.	
H COMMERCIAL *	26 ACRES	120,000 S.F.	
I OFFICE/WAREHOUSE	16 ACRES	140,000 S.F.	
J SINGLE FAMILY RESIDENTIAL	21 ACRES		100
TOTALS		600,000 S.F.	1810 UNITS

EXHIBIT F-2

Gold Mountain Development Parcels Lying Southerly of Lake Gulch Road

Beginning at the point of intersection of the centerline of existing Lake Gulch Road with line 6-5 of the Great Britian Lode, Mineral Survey No. 18776;
thence along said line 6-5 of the said Great Britian Lode, to corner no. 5 of the said Great Britian Lode;
thence along line 5-4 of the said Great Britian Lode, to the point of intersection with line 3-4 of the Blow Out Lode, Mineral Survey No. 18776;
thence along said line 3-4 of the said Blow Out Lode, to corner no. 4 of the said Blow Out Lode;
thence along line 4-5 of the said Blow Out Lode, to corner no. 5 of the said Blow Out Lode;
thence along line 5-6 of the said Blow Out Lode, to the point of intersection with line 3-4 of the East Clay County Lode, Mineral Survey No. 18776;
thence along said line 3-4 of the said East Clay County Lode, to corner no. 3 of the said East Clay County Lode;
thence along line 3-4 of the said East Clay County Lode, to corner no. 4 of said East Clay County Lode;
thence westerly to corner no. 3 of the Clay County No. 3 Lode, Mineral Survey No. 18838;
thence along line 3-4 of the said Clay County No. 3 Lode, to corner no. 4 of the said Clay County No. 3 Lode;
thence along line 4-5 of the said Clay County No. 3 Lode, to the point of intersection of line 1-4 of the Caledonia Lode, Mineral Survey No. 519 extended southeasterly with said line 4-5 of the Clay County No. 3 Lode;
thence along said extended line, to the point of intersection with line 2-3 of the Teddy R. Lode, Mineral Survey No. 15922;
thence continuing along said extended line, to corner no. 4 of the said Caledonia Lode;
thence along line 4-1 of the said Caledonia Lode, to corner no. 1 of the said Caledonia Lode;
thence along line 1-2 of the said Caledonia Lode, to the point of intersection with the said centerline of existing Lake Gulch Road;
thence along the said centerline of existing Lake Gulch Road to the Point of Beginning.

Parcel Description

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

Commencing at the East ¼ corner of Section 13, Township 3 South, Range 73 West of the 6th Principal Meridian, being a US BLM standard brass cap, stamped "T3S R73W R72W ¼ S13 1980" from whence the southeast corner of said Section 13, being a US BLM standard brass cap, stamped "T3S R73W R72W CC S13 S24 1980" bears S 00°07'50" W a distance of 2635.26 feet, said line forming the basis of bearings for this description; thence S 36°16'21" W, a distance of 5011.09 feet to the point of intersection with line 5-6 of the Golden Gad Lode, Mineral Survey No. 13048 and the east-west centerline of the Northwest ¼ of said Section 18, the Point of Beginning:

thence N 89°47'47" E along the said east-west centerline, a distance of 75.54 feet to the point of intersection with line 1-2 of the Caledonia Lode, Mineral Survey no 519, being a US BLM standard aluminum cap;
thence N 49°30'11" E along said line 1-2, a distance of 369.87 feet to corner no. 2 of the said Caledonia Lode, being a found original stone;
thence S 40°20'00" E along line 2-3 of the said Caledonia Lode, a distance of 100.13 feet to the point of intersection with line 1-2 of the Clay County Lode, Mineral Survey no. 360;
thence N 27°49'21" E along line 1-2 of the said Clay County Lode, a distance of 318.68 feet to corner no. 2 of the said Clay County Lode, being a 2" aluminum cap, PLS 20140;
thence S 52°32'13" E along line 2-3 of the said Clay County Lode, a distance of 151.27 feet to corner no. 3 of the said Clay County Lode, being a US BLM standard aluminum cap;
thence S 27°50'26" W along line 3-4 of the said Clay County Lode, a distance of 387.25 feet to the point of intersection with line 6-1 of the East Clay County Lode, Mineral Survey No. 18776;
thence S 89°59'05" E along said line 6-1 of the East Clay County Lode and along line 1-2 of the Blow Out Lode, Mineral Survey no. 18776, a distance of 265.84 feet to corner no. 2 of the said Blow Out Lode;
thence S 19°46'26" W along line 2-3 of the said Blow Out Lode, a distance of 8.76 feet to the point of intersection with the east-west centerline of the northeast ¼ of said Section 18, being a 2" aluminum cap, PLS 20140;
thence N 89°32'31" E along said east-west line, a distance of 208.50 feet to the point of intersection with line 2-1 of the Great Britian Lode, Mineral Survey no. 18776, being a US BLM standard aluminum cap;
thence N 29°18'30" E along said line 2-1 of the Great Britian Lode, a distance of 18.93 feet to corner no. 1 of the said Great Britian Lode, being a found original stone;
thence S 89°54'22" E along line 1-8 of the said Great Britian Lode, a distance of 172.09 feet to corner no. 8 of the said Great Britian Lode, being a found original stone;
thence S 29°23'45" W along line 8-7 of the said Great Britian Lode, a distance of 18.08 feet to the point of intersection with the said east-west centerline of the northeast ¼ of said Section 18, being a US BLM standard aluminum cap;
thence N 89°27'41" E along said east-west line, a distance of 474.33 feet to the point of intersection with line 16-15 of the Gold Tunnel No. 21 Lode, Mineral Survey no. 4589, being a US BLM standard aluminum cap;
thence S 43°56'56" W along said line 16-15 of the Gold Tunnel No. 21 Lode, a distance of 81.48 feet to corner no. 15 of the said Gold Tunnel No. 21 Lode, being a found original stone;
thence S 46°21'54" E along line 15-14 of the said Gold Tunnel No. 21 Lode, a distance of 150.01 feet to corner no. 14 of the said Gold Tunnel No. 21 Lode, being a found original stone;
thence N 43°56'02" E along line 14-13 of the said Gold Tunnel No. 21 Lode, a distance of 227.59 feet to the point of intersection with the said east-west centerline of the Northeast 1/4, being a US BLM standard aluminum cap;
thence N 89°31'23" E along the said east-west line, a distance of 892.31 feet to the point of intersection with line 20-19 of the Gold Tunnel No. 14 Lode, Mineral Survey no. 4589, being a US BLM standard aluminum cap;

thence S 00°45'43" E along said line 20-19 of the Gold Tunnel No. 14 Lode, a distance of 229.04 feet to the point of intersection with line 2-3 of the Intermediate Lode, Mineral Survey No. 786, being a US BLM standard aluminum cap;

thence N 57°49'04" E along said line 2-3 of the Intermediate Lode, a distance of 175.67 feet to the point of intersection with line 18-17 of the said Gold Tunnel No. 14 Lode, being a US BLM standard aluminum cap;

thence N 01°27'33" W along said line 18-17 of the Gold Tunnel No. 14 Lode, a distance of 136.59 feet to the point of intersection with the said east-west centerline of the Northeast ¼ of Section 18, being a US BLM standard aluminum cap;

thence N 87°35'35" E along said east-west line, a distance of 164.54 feet to the point of intersection with line 2-3 of the East Williams Lode, Mineral Survey no. 588, being a US BLM standard aluminum cap;

thence N 47°20'05" E along said line 2-3 of the East Williams Lode, a distance of 1295.97 feet to corner no. 3 of the said East Williams Lode, being a US BLM standard aluminum cap;

thence S 42°35'21" E along line 3-4 of the said East Williams Lode, a distance of 38.76 feet to the point of intersection with line 1-6 of the Morgan Placer, Mineral Survey no. 226;

thence S 09°09'44" E along said line 1-6 of the Morgan Placer, a distance of 136.27 feet to the point of intersection with line 4-1 of the said East Williams Lode;

thence S 47°20'23" W along said line 4-1 of the East Williams Lode, a distance of 1039.52 feet to the point of intersection with the said east-west line of the Northeast ¼ of Section 18, being a US BLM standard aluminum cap;

thence N 87°27'54" E along said east-west line, a distance of 734.59 feet to the point of intersection with line 2-1 of the Mary Miller Lode, Mineral Survey no. 969, being a US BLM standard aluminum cap;

thence S 44°30'22" W along said line 2-1 of the said Mary Miller Lode, a distance of 886.05 feet to corner no. 1 of the said Mary Miller Lode, being a found original stone;

thence S 45°26'07" E along line 1-4 of the said Mary Miller Lode, a distance of 40.34 feet to the point of intersection with line 2-1 of the Little Mattie Lode, Mineral Survey no. 970, being a found original stone;

thence S 44°28'46" W along said line 2-1 of the Little Mattie Lode, a distance of 1401.79 feet to the a point of intersection with line 3-2 of the Golden Crown Lode, Mineral Survey No. 12610, being a US BLM standard aluminum cap;

thence S 82°40'01" W along said line 3-2 of the said Golden Crown Lode, a distance of 263.50 feet to the point of intersection with line 4-1 of the Golden Medal Lode, Mineral Survey No. 12610;

thence S 42°25'30" W along said line 4-1 of the Golden Medal Lode, a distance of 233.25 feet to the point of intersection with line 1-4 of the said Golden Crown Lode;

thence N 82°37'52" E along said line 1-4 of the Golden Crown Lode, a distance of 435.12 feet to the point of intersection with line 1-4 of the said Little Mattie Lode, being a US BLM standard aluminum cap;

thence S 45°21'04" E along said line 1-4 of the Little Mattie Lode, a distance of 35.54 feet to corner no 4 of the said Little Mattie, being a US BLM standard aluminum cap;

thence N 44°38'48" E along line 4-3 of the said Little Mattie, a distance of 45.74 feet to the point of intersection with said line 1-4 of the Golden Crown Lode, being a US BLM standard aluminum cap;

thence N 82°32'43" E along said line 1-4 of the Golden Crown Lode, a distance of 231.32 feet to corner no. 4 of the Golden Crown Lode, being a US BLM standard aluminum cap;

thence N 07°45'16" W along line 4-3 of the said Golden Crown Lode, a distance of 150.16 feet to corner no. 3 of the said Golden Crown Lode, being a US BLM standard aluminum cap;

thence S 82°37'02" W along said line 3-2 of the Golden Crown Lode, a distance of 38.90 feet to the point of intersection with line 4-3 of the said Little Mattie Lode, being a US BLM standard aluminum cap;

thence N 44°29'09" E along said line 4-3 of the Little Mattie Lode, a distance of 1210.80 feet to corner no. 3 of the said Little Mattie Lode, being a found original stone;

thence N 45°23'20" W along line 3-2 of the said Little Mattie Lode, a distance of 40.23 feet to the point of intersection with line 4-3 of the said Mary Miller Lode, being a found original stone;

thence N 44°28'29" E along said line 4-3 of the Mary Miller Lode, a distance of 980.04 feet to the point of intersection with the easterly line of said Section 18;

thence S 01°03'00" E along said easterly line, a distance of 1273.98 to the West 1/16th corner common to Section 17 and said Section 18, being a US BLM standard brass cap;

thence S 00°21'55" E continuing along said easterly line, a distance of 111.97 feet to the point of intersection with line 1-2 of the Mascot Lode, Mineral Survey no. 845;

thence S 55°25'40" W along said line 1-2 of the Mascot Lode, a distance of 100.55 feet to corner no. 2 of the said Mascot Lode, being a US BLM standard aluminum cap;

thence S 34°54'36" E along line 2-3 of the said Mascot Lode, a distance of 146.65 feet to the point of intersection with the said easterly line of Section 18;

thence S 00°24'04" E along the said easterly line, a distance of 1034.51 feet to the South 1/16th orner common to said Section 18 and Section 17;

thence S 88°35'15" W along the northerly line of the Southeast ¼ of the Southeast ¼ of said Section 18, a distance of 1307.80 feet to the Southeast 1/16th corner, Section 18, being a US BLM standard brass cap;

thence S 00°00'33" W along the easterly line of the Southeast ¼ of the Southeast ¼ of said Section 18, a distance of 1312.03 feet to the East 1/16th corner common to said Section 18 and Section 19, being a 2.5" brass cap, LS 7234;

thence N 89°44'17" W along the southerly line of said Section 18, a distance of 408.59 feet to a point on the centerline on Lake Gulch Road;

thence along the said centerline the following twenty-six (26) courses:

thence N 52°32'10" W, a distance of 45.43 feet to a point;

thence N 44°55'13" W, a distance of 87.57 feet to a point;

thence N 49°09'08" W, a distance of 198.64 feet to a point;

thence N 57°20'55" W, a distance of 58.01 feet to a point;

thence N 61°28'38" W, a distance of 32.81 feet to a point;

thence N 61°39'09" W, a distance of 33.13 feet to a point;

thence N 60°16'48" W, a distance of 30.12 feet to a point;

thence N 63°19'05" W, a distance of 29.37 feet to a point;

thence N 59°18'04" W, a distance of 25.67 feet to a point;

thence N 58°03'45" W, a distance of 31.26 feet to a point;

thence N 54°46'58" W, a distance of 26.71 feet to a point;

thence N 54°37'49" W, a distance of 25.99 feet to a point;

thence N 52°04'36" W, a distance of 28.04 feet to a point;

thence N 44°08'01" W, a distance of 31.05 feet to a point;

thence N 32°05'32" W, a distance of 28.59 feet to a point;

thence N 33°47'37" W, a distance of 11.97 feet to a point;

thence N 11°08'36" E, a distance of 24.02 feet to a point;

thence N 10°04'56" E, a distance of 25.33 feet to a point;

thence N 11°03'12" E, a distance of 31.79 feet to a point;

thence N 11°50'43" E, a distance of 31.25 feet to a point;

thence N 09°29'42" E, a distance of 29.98 feet to a point;

thence N 10°22'47" E, a distance of 30.53 feet to a point;

thence N 13°18'52" E, a distance of 16.06 feet to a point;

thence N 11°45'46" E, a distance of 29.93 feet to a point;

thence N 14°06'12" E, a distance of 47.29 feet to a point;

thence N 13°41'03" E, a distance of 16.88 feet to the point of intersection with line 2-3 of the Rickard Lode, Mineral Survey no. 16283;

thence N 67°04'27" E along said line 2-3 of the said Rickard Lode, a distance of 958.84 feet to corner no. 3 of the said Rickard Lode, being a found original stone;

thence N 23°02'09" W along line 3-4 of the said Rickard Lode, a distance of 150.08 feet to corner no. 4 of the said Rickard Lode, being a found original stone;

thence S 67°06'19" W along line 4-1 of the said Rickard Lode, a distance of 153.52 feet to the northeast corner of BLM Lot no. 219, being a US BLM standard aluminum cap;

thence S 29°39'14" E along the easterly line of said BLM Lot 219, a distance of 131.25 feet to the southeasterly corner of said BLM Lot 219, being a found original stone;

thence S 60°16'49" W along the southerly line of said BLM Lot 219, a distance of 150.24 feet to the southwesterly corner of said BLM Lot 219, being a found original stone;

along the westerly line of said BLM Lot 219, a distance of 149.01 feet to the
 said BLM Lot 219 and a point on said line 4-1 of the Rickard Lode, being a US
 minimum cap;
 W along said line 4-1 of the Rickard Lode, a distance of 516.10 feet to a point on the
 Lake Gulch Road;
 said centerline the following forty-nine (49) courses;
 E, a distance of 36.04 feet to a point;
 E, a distance of 33.44 feet to a point;
 E, a distance of 35.51 feet to a point;
 E, a distance of 38.25 feet to a point;
 E, a distance of 29.18 feet to a point;
 E, a distance of 29.19 feet to a point;
 E, a distance of 44.10 feet to a point;
 E, a distance of 28.15 feet to a point;
 E, a distance of 35.40 feet to a point;
 E, a distance of 36.96 feet to a point;
 E, a distance of 27.69 feet to a point;
 W, a distance of 32.01 feet to a point;
 E, a distance of 32.51 feet to a point;
 E, a distance of 31.05 feet to a point;
 W, a distance of 31.18 feet to a point;
 W, a distance of 31.30 feet to a point;
 W, a distance of 30.15 feet to a point;
 W, a distance of 30.86 feet to a point;
 W, a distance of 25.70 feet to a point;
 W, a distance of 32.48 feet to a point;
 distance of 29.46 feet to a point;
 distance of 27.36 feet to a point;
 W, a distance of 31.36 feet to a point;
 W, a distance of 33.63 feet to a point;
 W, a distance of 32.91 feet to a point;
 W, a distance of 27.67 feet to a point;
 W, a distance of 25.59 feet to a point;
 W, a distance of 29.26 feet to a point;
 W, a distance of 28.93 feet to a point;
 W, a distance of 28.60 feet to a point;
 W, a distance of 29.48 feet to a point;
 W, a distance of 29.94 feet to a point;
 W, a distance of 29.11 feet to a point;
 W, a distance of 28.45 feet to a point;
 W, a distance of 29.76 feet to a point;
 W, a distance of 30.61 feet to a point;
 W, a distance of 31.54 feet to a point;
 W, a distance of 30.20 feet to a point;
 W, a distance of 31.60 feet to a point;
 W, a distance of 27.75 feet to a point;
 W, a distance of 30.37 feet to a point;
 W, a distance of 25.77 feet to a point;
 W, a distance of 28.13 feet to a point;
 W, a distance of 29.57 feet to a point;
 W, a distance of 31.96 feet to a point;
 W, a distance of 27.70 feet to the point of intersection with line 1-4 of the
 Mineral Survey no. 11885;

7.20 feet the point
3 a US BLM

6 feet to the point
US BLM

feet to the point of

feet to the point
1 aluminum cap;
.48 feet to corner

23 feet to the
lard aluminum

73 feet to the
g a US BLM

t to corner no. 1

t to the point of
nimum cap;
i feet to the point
US BLM

feet to corner no.

3 feet to corner

feet to the point

if the Williams

to corner no. 1

t to corner no. 4

to the point of

being located within the Town of Black Hawk and bound by the said Clay County Lode, No. 360 and said Caledonia Lode Mineral Survey no. 519 and the said east-west centerline $\frac{1}{4}$ of Section 18, being more particularly described as follows:

to the Center-North $\frac{1}{16}^{\text{th}}$ Corner of said Section 18; thence N $89^{\circ}32'31''$ E along the said line 1-2 of the Northwest $\frac{1}{4}$, a distance of 47.63 feet to the point of intersection with line 3-4 of the said Caledonia Lode, the Point of Beginning;

" W along said east-west centerline, a distance of 29.33 feet to the point of intersection with said Clay County Lode;

" N $7^{\circ}00'00''$ E along said line 1-2 of the said Clay County Lode, a distance of 69.93 feet to the point of intersection with said line 3-4 of the Caledonia Lode;

" W along said line 3-4, a distance of 51.09 feet to the point of beginning, said parcel containing 14502 square feet or 0.02 acres, more or less.

Tunnel No. 14 Lode, Mineral Survey No. 4559 being more particularly described as follows:

to the said East $\frac{1}{4}$ corner of Section 13, N $57^{\circ}43'09''$ E, a distance of 6743.01 feet to corner of said Gold Tunnel No. 14 Lode, being a found original stone, the Point of Beginning;

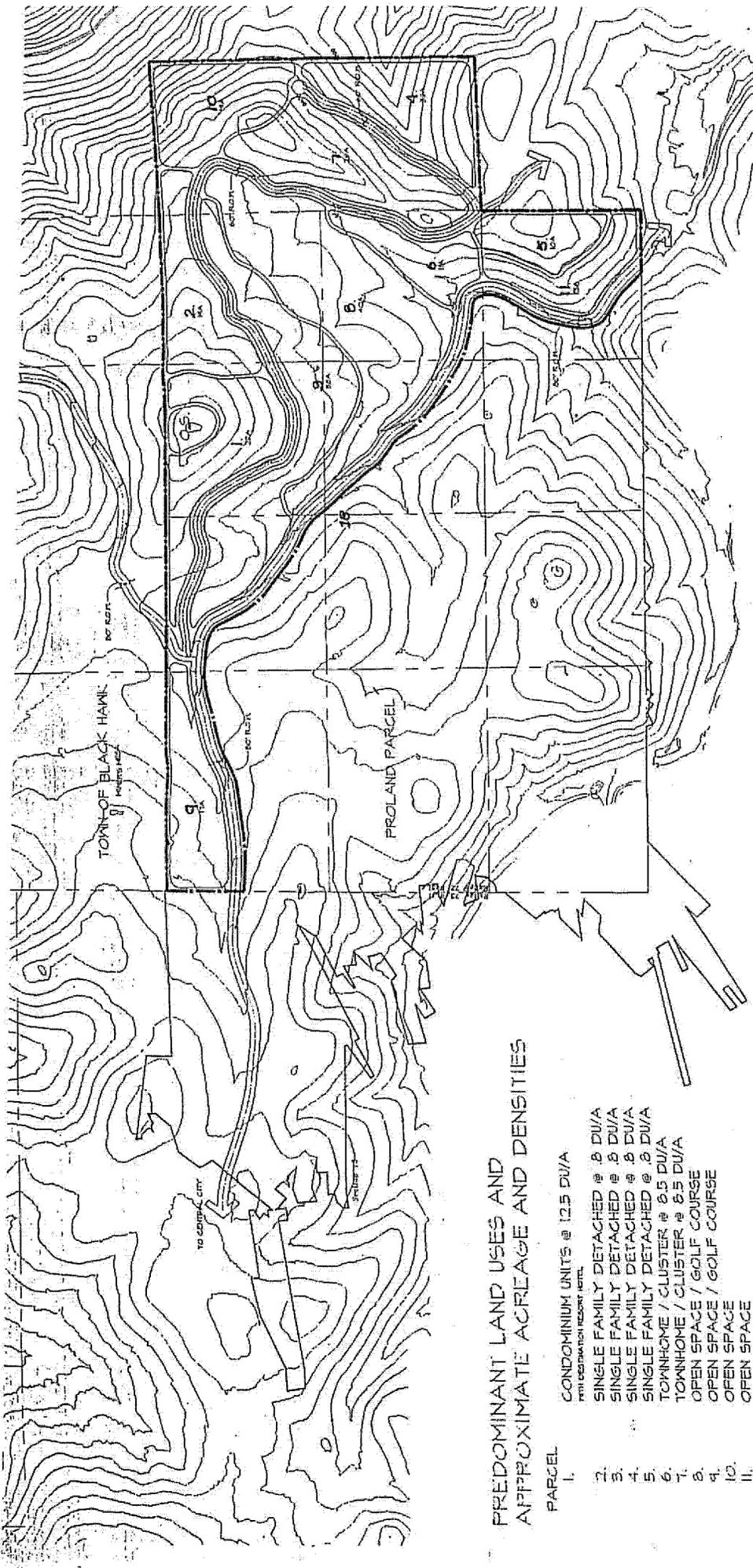
" W along line 19-20 of the said Gold Tunnel No. 14 Lode, a distance of 51.11 feet to the point of intersection with line 1-4 of the Intermediate Lode, Mineral Survey no. 786, being a US BLM standard aluminum cap;

" E along said line 1-4 of the Intermediate Lode, a distance of 175.74 feet to the point of intersection with line 17-18 of the said Gold Tunnel No. 14 Lode, being a US BLM standard aluminum cap;

" E along said line 17-18 of the Gold Tunnel No. 14 Lode, a distance of 142.51 feet to the point of intersection with said Gold Tunnel Lode, being a found original stone;

" W along line 18-19 of the said Gold Tunnel Lode, a distance of 149.50 feet to the point of intersection with said parcel containing 14502 or 0.33 acres, more or less.

Containing 932642 square feet or 21.41 acres, more or less.



**PREDOMINANT LAND USES AND DENSITIES
APPROXIMATE ACREAGE AND DENSITIES**

- PARCEL
1. CONDOMINIUM UNITS @ 125 DU/A
(FROM DESIGNATION RESORT AREA)
 2. SINGLE FAMILY DETACHED @ 8 DU/A
 3. SINGLE FAMILY DETACHED @ 8 DU/A
 4. SINGLE FAMILY DETACHED @ 8 DU/A
 5. SINGLE FAMILY DETACHED @ 8 DU/A
 6. TOWNHOME / CLUSTER @ 8.5 DU/A
 7. TOWNHOME / CLUSTER @ 8.5 DU/A
 8. OPEN SPACE / GOLF COURSE
 9. OPEN SPACE / GOLF COURSE
 10. OPEN SPACE
 11. OPEN SPACE

EXHIBIT ONE



**GOLD MOUNTAIN
CONCEPTUAL DEVELOPMENT PLAN**
SEPTEMBER 9, 1999

EXHIBIT I

EXHIBIT K
PARCEL 1

DESCRIPTION:

A PARCEL OF LAND LOCATED WITHIN SECTIONS 11 AND 12, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE CITY OF CENTRAL'S BOUNDARY, THENCE NORTHEASTERLY TO A POINT ALONG THE SUMMIT OF A HILL AT ELEVATION 9089 AS SHOWN HEREON; THENCE SOUTHEASTERLY TO A POINT ALONG THE WEST LINE OF SECTION 12; THENCE EAST TO THE INTERSECTION OF THE 8600 CONTOUR LINE; THENCE ALONG SAID CONTOUR LINE TO A POINT ALONG THE RIDGE OF WINNEBAGO HILL; THENCE EAST TO THE WESTERLY ANGLE POINT IN THE BLACK HAWK CITY BOUNDARY; THENCE SOUTHEAST ALONG SAID BOUNDARY TO A POINT ALONG THE NORTH LINE OF CENTRAL CITY'S BOUNDARY; THENCE ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

PROJECT NO.: CCS-BLA\99BLJ00\GROWTH MAP\ICA EXHIBITS-DESCRIPTIONS\EXHIBIT K PARCEL 1.DWG

NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

SHEET 1 OF 2

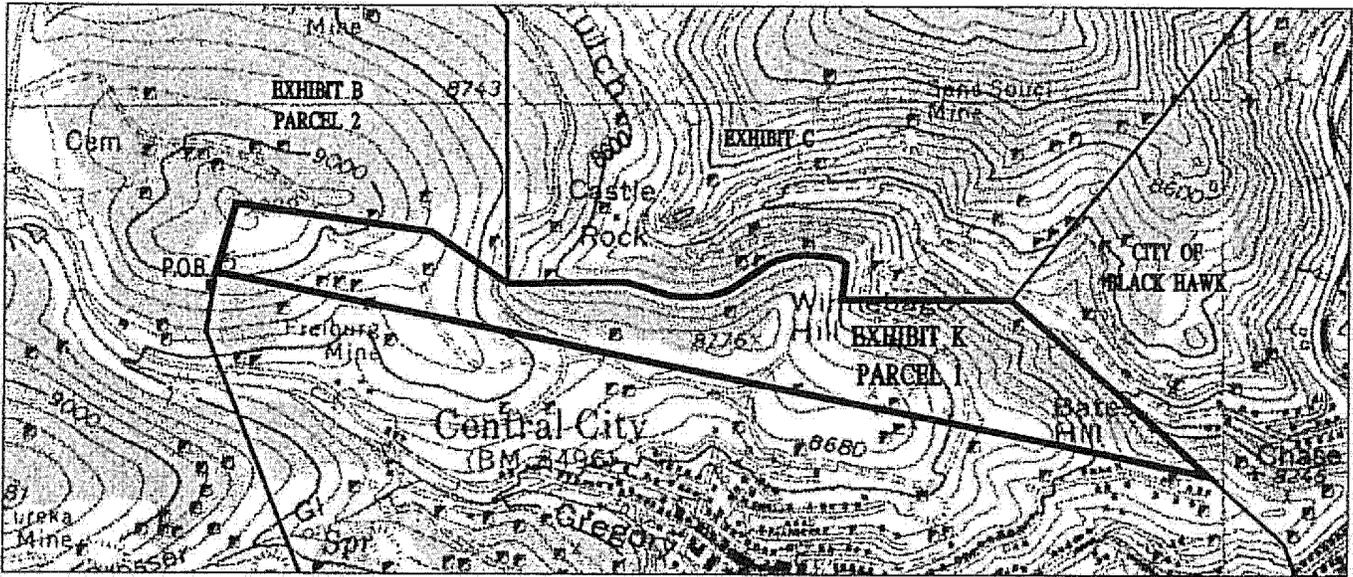
BCA GROUP

GEOMATICS AND ENGINEERING RESOURCE CENTER
11445 WEST I-70 FRONTAGE ROAD NORTH
SUITE 102, WHEAT RIDGE, COLORADO 80033
PH (303) 403-4706 FAX (303) 403-0800

EXHIBIT K PARCEL 1



DATE: 09.19.99



\\BLJ000\GROWTH MAP\CA EXHIBITS-DESCRIPTIONS\EXHIBIT K PARCEL 1.DWG

PROJECT INC

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EXHIBIT K PARCEL 2

DESCRIPTION:

A PARCEL OF LAND LOCATED WITHIN SECTIONS 2 AND 11, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST ANGLE POINT OF A PARCEL OF LAND ANNEXED TO THE CITY OF CENTRAL, COUNTY OF GILPIN, UNDER RECEPTION NO. 84013, THENCE SOUTHEASTERLY ALONG THE SOUTH SIDE OF CHASE GULCH TO THE POINT OF INTERSECTION WITH THE EAST LINE OF SECTION 2; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE SOUTHEAST CORNER THEREOF; THENCE EASTERLY ALONG THE EAST LINE OF SECTION 11 TO THE EXTENDED POINT OF INTERSECTION OF THE 8600 CONTOUR LINE AS SHOWN HEREON; THENCE NORTHWESTERLY TO A POINT ALONG THE SUMMIT OF A HILL AT ELEVATION 9089 AS SHOWN HEREON; THENCE SOUTHWESTERLY TO THE NORTHWEST CORNER OF THE CITY OF CENTRAL'S BOUNDARY; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID BOUNDARY TO THE POINT OF INTERSECTION WITH GILPIN COUNTY ROAD NO. 3 AS SHOWN ON THE PRELIMINARY LAND SURVEY PLAT, PREPARED BY ALPINE SURVEYING COMPANY, DATED: MAY 21, 1998; THENCE NORTHWESTERLY ALONG SAID COUNTY ROAD TO THE POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF THE BOODLE LODGE, SURVEY NO. 6111 DESCRIBED IN THE ANNEXATION TO THE CITY OF CENTRAL, PREPARED BY ROCKY MOUNTAIN CONSULTANTS, INC., DATED: MAY 20, 1999; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID LODGE TO THE SOUTHEAST CORNER THEREOF; THENCE NORTHWESTERLY ALONG THE EAST LINE OF SAID LODGE TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHWESTERLY ALONG THE NORTH LINE OF SAID LODGE TO THE POINT OF INTERSECTION WITH OLD GILPIN COUNTY ROAD NO. 3 AS SHOWN ON SAID ANNEXATION MAP; THENCE NORTHWESTERLY ALONG SAID ROAD TO THE POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN THE ANNEXATION TO THE CITY OF CENTRAL, PREPARED BY ROCKY MOUNTAIN CONSULTANTS, INC., RECORDED IN BOOK 673 AT PAGE 488 IN THE COUNTY OF GILPIN; THENCE ALONG THE SOUTHERLY, EASTERLY AND NORTHERLY LINES OF SAID ANNEXATION TO THE POINT OF INTERSECTION WITH COUNTY ROAD NO. 3 AS SHOWN ON SAID ANNEXATION MAP; THENCE NORTHWESTERLY ALONG SAID ROAD TO THE POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF THE PARCEL OF LAND DESCRIBED IN THE ANNEXATION TO THE CITY OF CENTRAL, COUNTY OF GILPIN, UNDER RECEPTION NO. 84013; THENCE NORTHERLY AND EASTERLY ALONG THE EASTERLY AND SOUTHERLY LINE OF SAID PARCEL TO THE POINT OF BEGINNING.

NOTE:

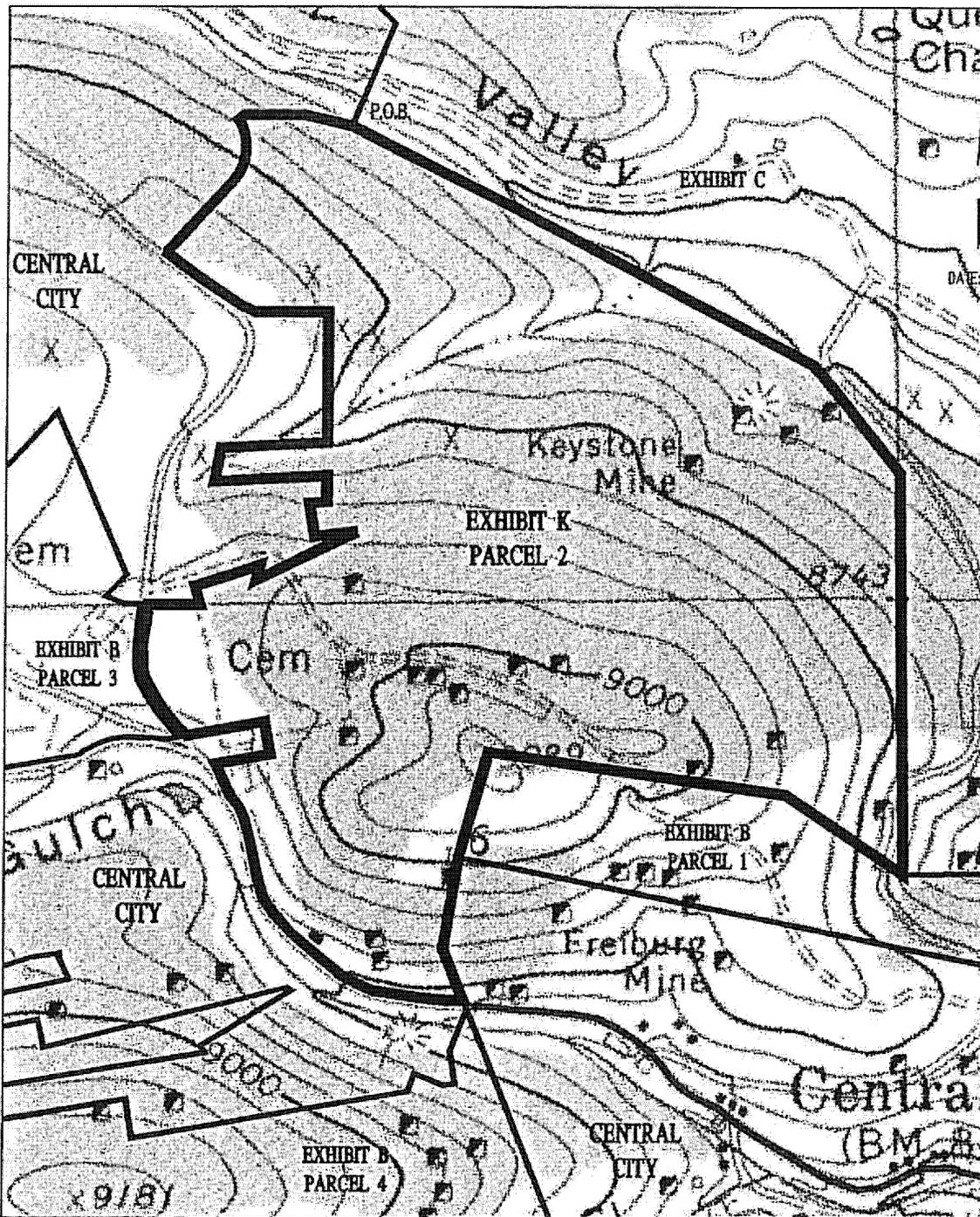
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SHEET 1 OF 2

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SUITE 102, WHEAT RIDGE, COLORADO 80033
PH (303) 403-4706 FAX (303) 403-0800

**EXHIBIT K
PARCEL 2**



DATE: 09.19.99

398ELH001.GR0WTH MAP\GSA EXHIBITS-DESCRIPTIONS\EXHIBIT K PARCEL 2.DWG

PROJECT N

NOTE:
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SHEET 2 OF 2

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SUITE 102 WHEAT RIDGE, COLORADO 80033
PH (303) 403-4706 FAX (303) 403-0800

EXHIBIT K
PARCEL 3

DESCRIPTION:

A PARCEL OF LAND LOCATED WITHIN SECTIONS 2 AND 11, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION ALONG THE NORTHERLY LINES OF THE BOODLE LODGE, SURVEY NO. 8111 AND OLD GILPIN COUNTY ROAD NO. 1 AS DESCRIBED IN THE ANNEXATION TO THE CITY OF CENTRAL, PREPARED BY ROCKY MOUNTAIN CONSULTANTS, INC., DATED MAY 20, 1999; THENCE WESTERLY ALONG THE NORTH LINE OF SAID ROAD TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF SAID LODGE; THENCE SOUTHWESTERLY ALONG THE NORTH LINE OF SAID LODGE TO THE POINT OF INTERSECTION WITH THE LINE DESCRIBED IN THE ANNEXATION TO THE CITY OF CENTRAL, PREPARED BY ROCKY MOUNTAIN CONSULTANTS, INC., RECORDED IN BOOK 673 AT PAGES 492 AND 493; THENCE N 83°34'00" W, 292.04 FEET; THENCE N 21°18'00" E, 642.20 FEET; THENCE N 78°32'00" W, 440.02 FEET; THENCE N 05°19'00" E, 152.34 FEET; THENCE N 70°57'47" W, 739.02 FEET; THENCE S 77°42'48" E, 999.23 FEET; THENCE N 11°12'13" E, 148.76 FEET; THENCE N 77°40'53" W, 330.74 FEET; THENCE N 21°32'13" E, 96.95 FEET; THENCE S 68°27'47" E, 325.21 FEET; THENCE N 43°26'00" E, 740.20 FEET; THENCE S 23°59'00" E, 801.50 FEET; THENCE S 44°31'00" W, 136.02 FEET; THENCE S 68°27'47" E, 98.65 FEET; THENCE S 89°57'09" E, 67.07 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY LINE OF COUNTY ROAD NO. 3 AS SHOWN ON SAID ANNEXATION MAP; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID ROAD TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF OLD GILPIN COUNTY ROAD NO. 1 AS SHOWN ON THE ANNEXATION TO THE CITY OF CENTRAL, PREPARED BY ROCKY MOUNTAIN CONSULTANTS, INC., DATED MAY 20, 1999; THENCE SOUTHEASTERLY ALONG THE NORTH LINE OF OLD GILPIN COUNTY ROAD NO. 1 TO THE POINT OF BEGINNING.

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SUITE 102, WHEAT RIDGE, COLORADO 80033
PH (303) 403-4708 FAX (303) 403-0800

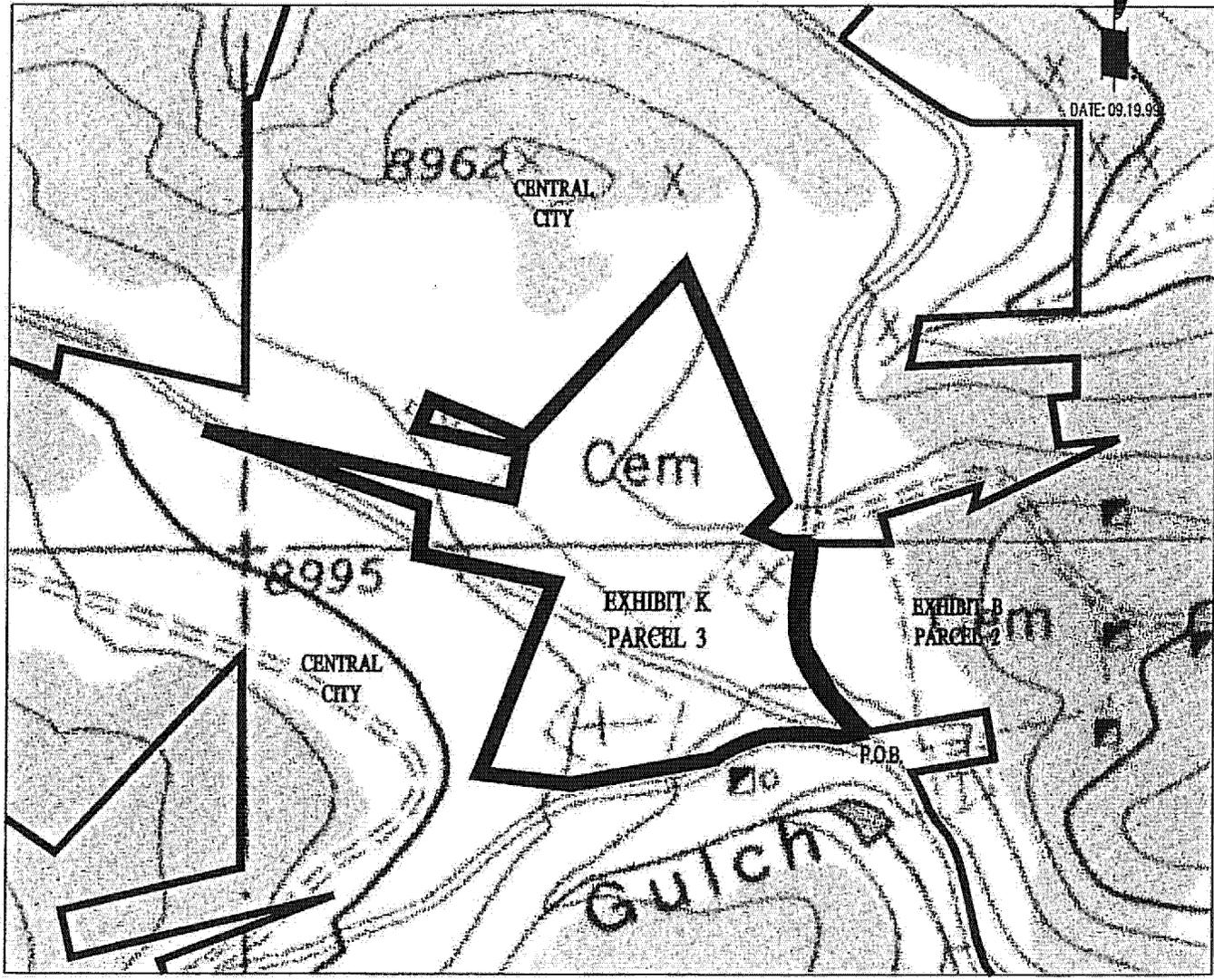
NOTE:

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SHEET 1 OF 2

EXHIBIT K
PARCEL 3

DATE: 09.19.99



#SULH001\GROWTH1 MAP\CA EXHIBITS-DESCRIPTIONS\EXHIBIT K PARCEL 3.DWG

PROJECT N.

NOTE:
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SHEET 2 OF 2

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SUITE 102, WHEAT RIDGE, COLORADO 80033
PH (303) 403-4708 FAX (303) 403-0800

EXHIBIT K

PARCEL 4

DESCRIPTION:

A PARCEL OF LAND LOCATED WITHIN SECTIONS 11 AND 14, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ALONG THE WEST LINE OF SECTION 11 AND THE SOUTHERLY LINE OF THE PARCEL OF LAND DESCRIBED IN THE ANNEXATION TO THE CITY OF CENTRAL, PREPARED BY ROCKY MOUNTAIN CONSULTANTS, INC., RECORDED IN BOOK 673 AT PAGE 493 OF SAID GILPIN COUNTY, THENCE SOUTHERLY ALONG THE WEST LINE OF SECTION 11 TO A POINT AS SHOWN HEREON; THENCE EAST TO A POINT NORTH OF PROSSER GULCH; THENCE SOUTH TO A POINT NORTH OF NEVADA GULCH; THENCE SOUTHEASTERLY TO A POINT ALONG THE EAST LINE OF THE CITY OF CENTRAL'S BOUNDARY; THENCE NORTHWESTERLY ALONG SAID BOUNDARY TO THE POINT OF INTERSECTION WITH GILPIN COUNTY ROAD NO. 3 AS SHOWN ON THE PRELIMINARY LAND SURVEY PLAT, PREPARED BY ALPINE SURVEYING COMPANY, DATED: MAY 21, 1998; THENCE SOUTHWESTERLY TO CORNER NO. 6 OF THE J.P. WHITNEY LODGE, M.S. 639 AS SHOWN ON SAID PLAT; THENCE: S 08°54'00" E, 150.00 FEET; THENCE: S 80°27'00" W, 54.81 FEET; THENCE: N 67°50'00" W, 139.86 FEET; THENCE: S 21°27'00" W, 85.78 FEET; THENCE: S 80°27'00" W, 1049.03 FEET; THENCE: S 81°06'00" W, 233.00 FEET; THENCE: N 08°54'00" W, 10.27 FEET; THENCE: N 78°00'00" E, 2.85 FEET; THENCE: N 12°00'00" W, 52.58 FEET; THENCE: N 08°54'00" W, 114.08 FEET MORE OR LESS TO THE EXTENDED POINT OF INTERSECTION WITH THE SOUTH LINE OF THE BULLION NO. 8 LODGE, M.S. 16856 AS SHOWN ON SAID PLAT; THENCE ALONG THE SOUTH LINE OF SAID LODGE THENCE: S 80°50'00" W, 793.38 FEET MORE OR LESS; THENCE: N 09°50'00" E, 158.84 FEET; THENCE: N 80°50'00" E, 1130.57 FEET; THENCE: N 30°45'00" W, 36.46 FEET; THENCE: N 59°15'00" E, 490.16 FEET; THENCE: N 61°00'00" W, 24.34 FEET; THENCE: S 76°25'00" W, 1156.34 FEET; THENCE: N 13°05'00" W, 128.01 FEET; THENCE: S 78°04'00" W, 674.69 FEET; THENCE: N 11°56'00" W, 150.00 FEET; THENCE: N 78°04'00" E, 853.38 FEET; THENCE: N 26°00'00" W, 120.07 FEET; THENCE: N 64°00'00" E, 21.15 FEET; THENCE: S 81°42'00" W, 145.07 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN THE ANNEXATION TO THE CITY OF CENTRAL, PREPARED BY ROCKY MOUNTAIN CONSULTANTS, INC., DATED SEPTEMBER 4, 1992; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID ANNEXATION TO THE SOUTHWEST CORNER THEREOF, SAID POINT BEING THE SOUTHEASTERLY ANGLE POINT OF THE PARCEL OF LAND DESCRIBED IN THE ANNEXATION TO THE CITY OF CENTRAL, PREPARED BY ROCKY MOUNTAIN CONSULTANTS, INC., RECORDED IN BOOK 673 AT PAGE 493 OF SAID GILPIN COUNTY; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID ANNEXATION TO THE POINT OF BEGINNING.

NOTE:

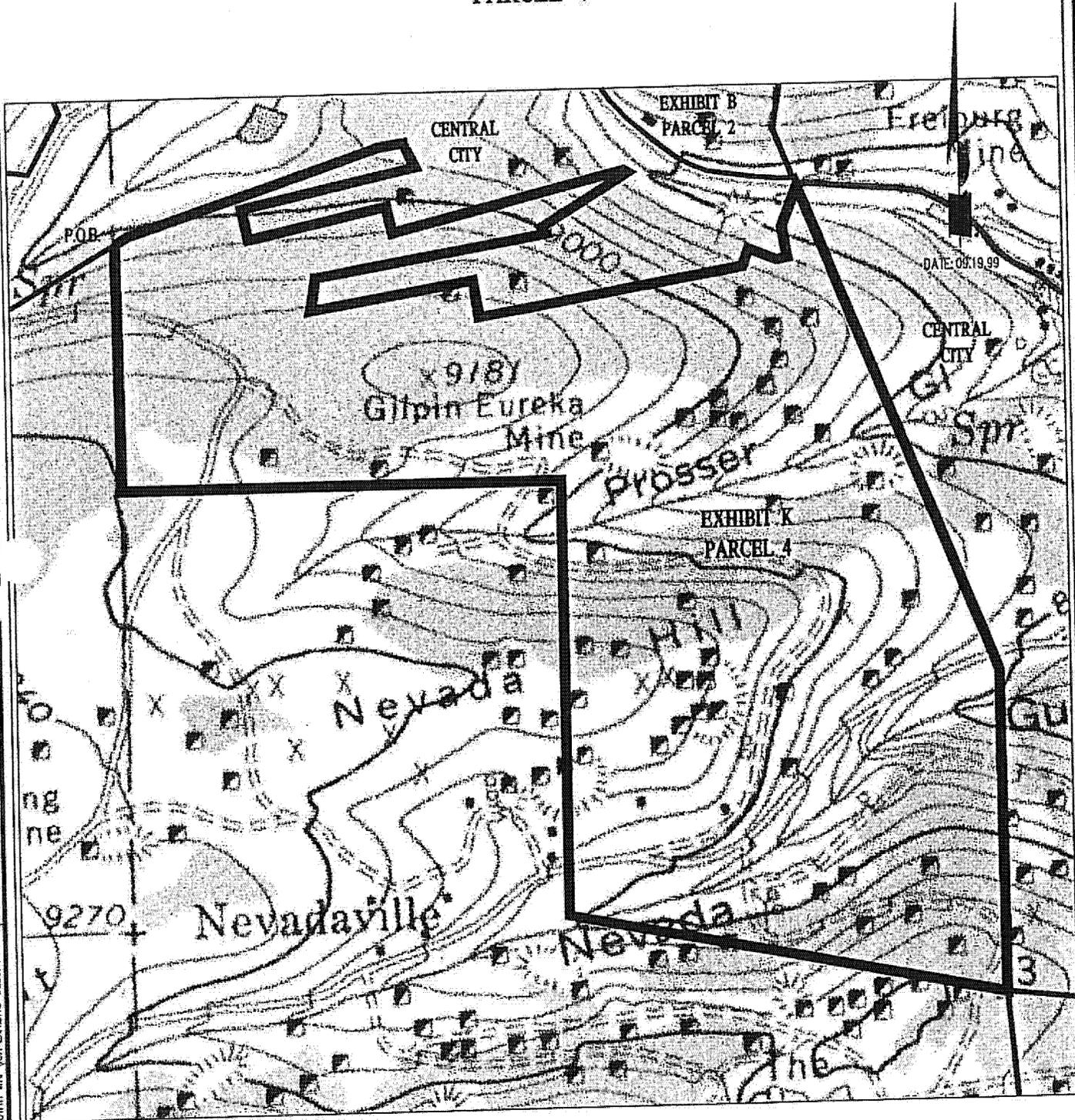
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SHEET 1 OF 2

BCA GROUP

GEOMATICS AND ENGINEERING RESOURCE CENTER
11445 WEST I-70 FRONTAGE ROAD NORTH
SUITE 102 WHEAT RIDGE, COLORADO 80033
PH (303) 403-4706 FAX (303) 403-0800

EXHIBIT K PARCEL 4



1999 GROUND MAP/ICA EXHIBITS-SUBSURFACE ROAD/EXHIBIT B, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z

PROJECT NO. 01

NOTE:
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SHEET 2 OF 2

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PH (303) 403-4706 FAX (303) 403-0800

EXHIBIT K
PARCEL 5

DESCRIPTION:

A PARCEL OF LAND LOCATED WITHIN SECTIONS 18, 19 AND 20, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND SECTIONS 13, 14, AND 24, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE CITY OF CENTRAL'S BOUNDARY, THENCE SOUTHEASTERLY TO A POINT ALONG RUSSELL GULCH AT THE 8800 CONTOUR LINE AS SHOWN HEREON; THENCE ALONG SAID CONTOUR LINE TO THE POINT OF INTERSECTION WITH THE WESTERLY LINE OF SECTION 19; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION TO THE SOUTHWEST CORNER THEREOF; THENCE ALONG THE SOUTH LINE OF SAID SECTION TO THE SOUTHEAST CORNER THEREOF; THENCE ALONG THE EAST LINE OF SAID SECTION TO THE COMMON QUARTER CORNER OF SECTIONS 19 AND 20; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 20 TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF THE PROPOSED SOUTHERLY ACCESS ROAD AS SHOWN ON THE EXHIBIT, PREPARED BY ROCKY MOUNTAIN CONSULTANTS, INC., JOB NO. 1671050.00NR; THENCE NORTHERLY ALONG SAID LINE TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF SECTION 19; THENCE EAST ALONG SAID NORTH LINE TO THE POINT OF INTERSECTION WITH THE WESTERLY EDGE OF LAKE GULCH ROAD; THENCE NORTHWESTERLY ALONG THE WESTERLY EDGE OF SAID ROAD TO THE POINT OF INTERSECTION WITH THE WEST LINE OF SECTION 18; THENCE NORTHERLY ALONG SAID WEST LINE TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE BLACK HAWK CITY BOUNDARY; THENCE WESTERLY ALONG SAID SOUTHERLY BOUNDARY LINE TO THE SOUTHWEST CORNER THEREOF; THENCE NORTHERLY ALONG THE WEST LINE OF SAID CITY BOUNDARY TO THE POINT OF INTERSECTION WITH THE SOUTHERLY BOUNDARY OF CENTRAL CITY; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING.

PROJECT NO.: CCS-BU\98BU00\GROWTH MAP\CA EXHIBITS-DESCRIPTIONS\EXHIBIT K PARCEL 5.DWG

NOTE:
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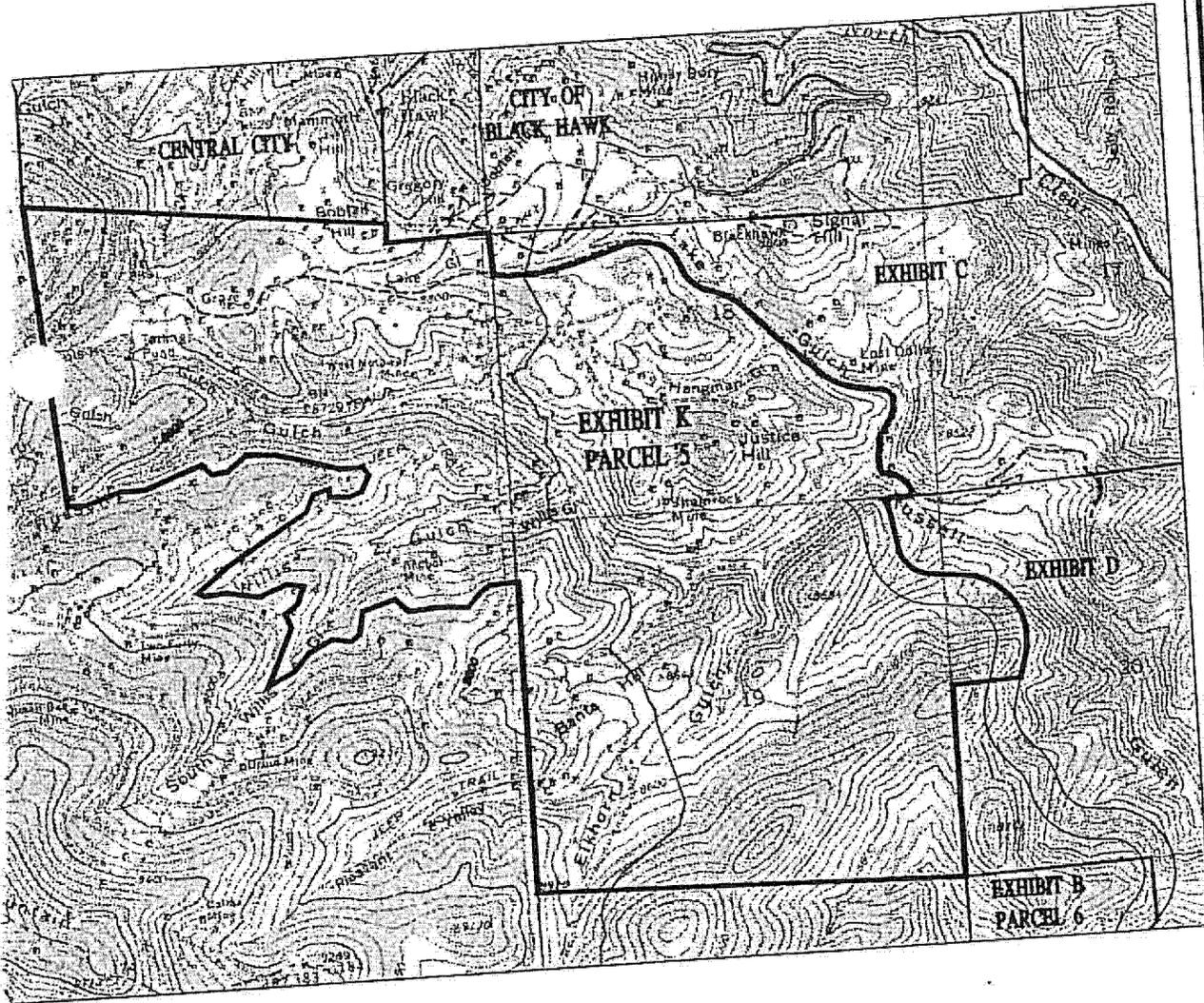
SHEET 1 OF 2

BCA GROUP

GEOMATICS AND ENGINEERING RESOURCE CENTER
1445 WEST I-70 FRONTAGE ROAD NORTH
SUITE 102, WHEAT RIDGE, COLORADO 80033
PH (303) 403-4708 FAX (303) 403-0800

EXHIBIT K PARCEL 5

DATE: 09.19.99



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PH (303) 403-4706 FAX (303) 403-0800

EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.
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SHEET 2 OF 2

EXHIBIT K
PARCEL 6

DESCRIPTION:

A PARCEL OF LAND LOCATED WITHIN SECTION 29, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 29, THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION TO THE POINT OF INTERSECTION WITH THE GILPIN, CLEAR CREEK COUNTY LINE; THENCE SOUTHEASTERLY ALONG SAID LINE TO THE POINT OF INTERSECTION WITH THE NORTH-SOUTH CENTERLINE OF THE SOUTHEAST QUARTER OF SECTION 29; THENCE NORTH ALONG SAID LINE TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF THE PROPOSED SOUTHERLY ACCESS ROAD AS SHOWN ON THE EXHIBIT PREPARED BY ROCKY MOUNTAIN CONSULTANTS, INC., JOB NO. 1671050.001R; THENCE NORTHWESTERLY ALONG SAID LINE TO THE POINT OF INTERSECTION WITH THE COMMON LINE OF THE NORTHEAST AND SOUTHEAST QUARTERS OF SAID SECTION; THENCE WESTERLY ALONG SAID LINE TO THE CENTER OF SAID SECTION; THENCE NORTHERLY ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION TO A POINT ALONG THE EASTERLY LINE OF THE PROPOSED SOUTHERLY ACCESS ROAD AS SHOWN ON THE EXHIBIT PREPARED BY ROCKY MOUNTAIN CONSULTANTS, INC., JOB NO. 1671050.00JR; THENCE NORTHERLY ALONG SAID LINE TO THE POINT OF INTERSECTION WITH THE NORTH-SOUTH CENTERLINE OF SAID SECTION; THENCE NORTHERLY ALONG SAID CENTERLINE TO THE NORTH QUARTER CORNER OF SAID SECTION; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION TO THE POINT OF BEGINNING.

PROJECT NO.: 09BUBHON\GROWTH_MAP\CA_EXHIBITS-DESCRIPTIONS\EXHIBIT K PARCEL 6.DWG

NOTE:

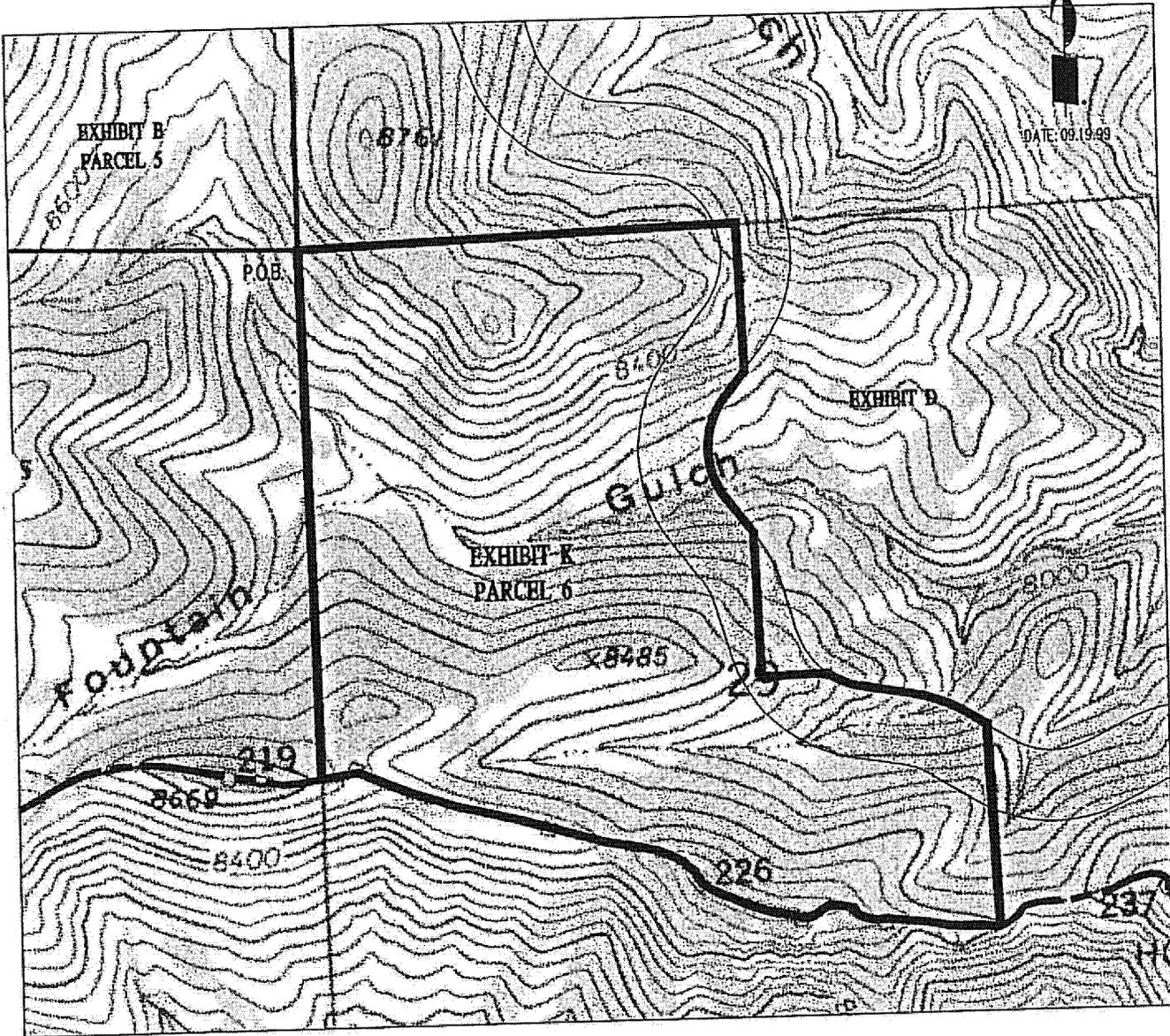
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PH (303) 403-4706 FAX (303) 403-0800

EXHIBIT K
PARCEL 6



BCA GROUP

GEMATICS AND ENGINEERING RESOURCE CENTER
11445 WEST I-70 FRONTAGE ROAD NORTH
SUITE 102, WHEAT RIDGE, COLORADO 80033
PH (303) 403-4706 FAX (303) 403-0800

NOTE:
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IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

EXHIBIT L

DESCRIPTION:

A PARCEL OF LAND LOCATED WITHIN SECTIONS 11 AND 12, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE CITY OF CENTRAL'S BOUNDARY, THENCE NORTHEASTERLY TO A POINT ALONG THE SUMMIT OF A HILL AT ELEVATION 9089 AS SHOWN HEREON; THENCE SOUTHEASTERLY TO A POINT ALONG THE WEST LINE OF SECTION 12; THENCE EAST TO THE INTERSECTION OF THE 8600 CONTOUR LINE; THENCE ALONG SAID CONTOUR LINE TO A POINT ALONG THE RIDGE OF WINNEBAGO HILL; THENCE EAST TO THE WESTERLY ANGLE POINT IN THE BLACK HAWK CITY BOUNDARY; THENCE SOUTHEAST ALONG SAID BOUNDARY TO A POINT ALONG THE NORTH LINE OF CENTRAL CITY'S BOUNDARY; THENCE ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

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NOTE:

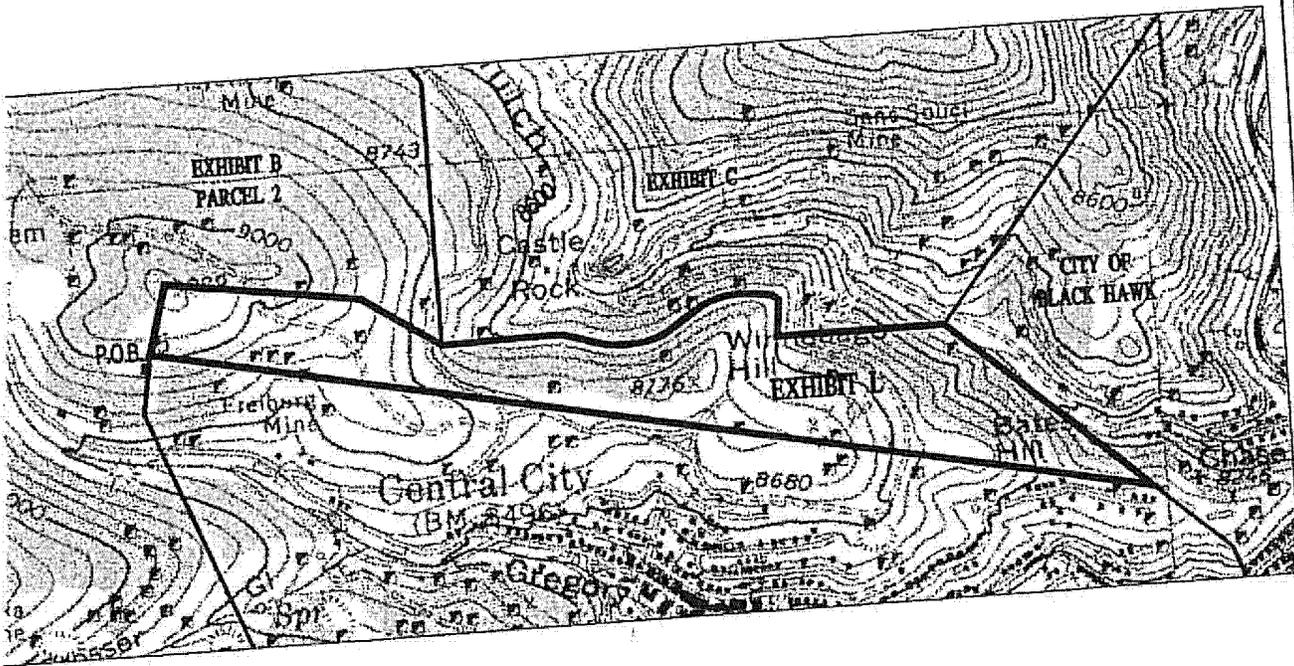
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SHEET 1 OF 2

EXHIBIT L



DATE: 09.19.99



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SHEET 2 OF 2



COMMUNITY DEVELOPMENT DEPARTMENT
GILPIN COUNTY

P.O. Box 366
Central City, CO 80427

Commissioners
Web Sit, 1st District
Craig Nicholson, 2nd District
Ken Eye, 3rd District

County Manager
Donna C. Martin

Director/County Planner
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303-582-5214 ext. 710

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Certified Building Inspector
Peony M. Eisenberger
303-582-5831 ext. 500
P.O. Box 661
Central City, CO 80427

1992 Gilpin County Master Plan Summary
(1992 Gilpin County Master Plan, adopted 12/8/92)

The 1992 Gilpin County Master Plan, hereby referred to as "the plan" shall guide development over all joint planning jurisdictions.

Figure 2 from the plan graphically depicts desirable land uses. Narrative descriptions of those land uses are contained throughout the plan.

The plan recognizes that commercial and residential growth south of Central and Black Hawk is inevitable and indeed should be allowed to develop (page 13). Relatively greater residential densities (page 22) and commercial development (page 14) should be concentrated within the city's boundaries and their respective growth areas. Commercial corridors along major thoroughfares accessing the cities are encouraged (page 15).

The remainder of that region south of the city's growth areas is identified as a Resource Area. Development of these areas, although not discouraged, should be cognizant of our mining history. (page 22). Clustered planned unit development with decreasing densities from the city fringes southward is encouraged (page 20). Minimum average densities for all residential development outside the cities should be 3 acres per dwelling (page 19).

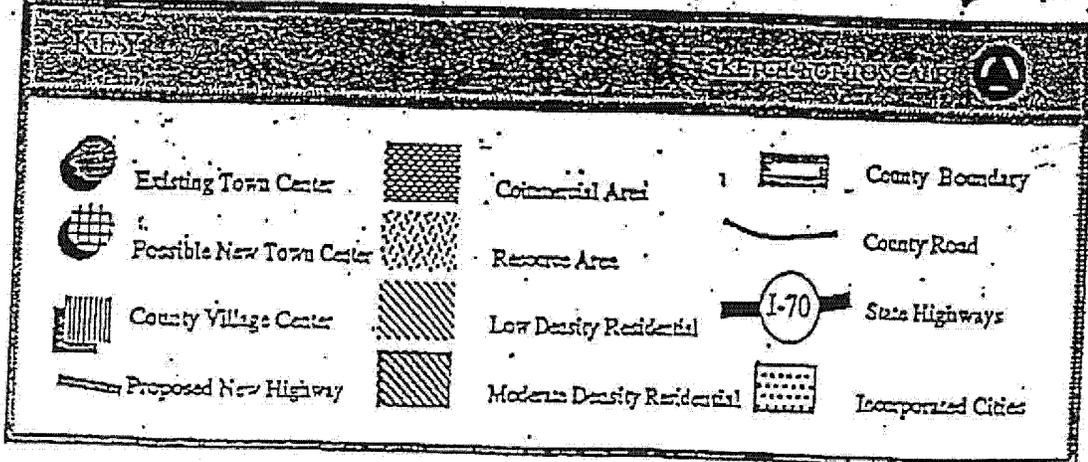
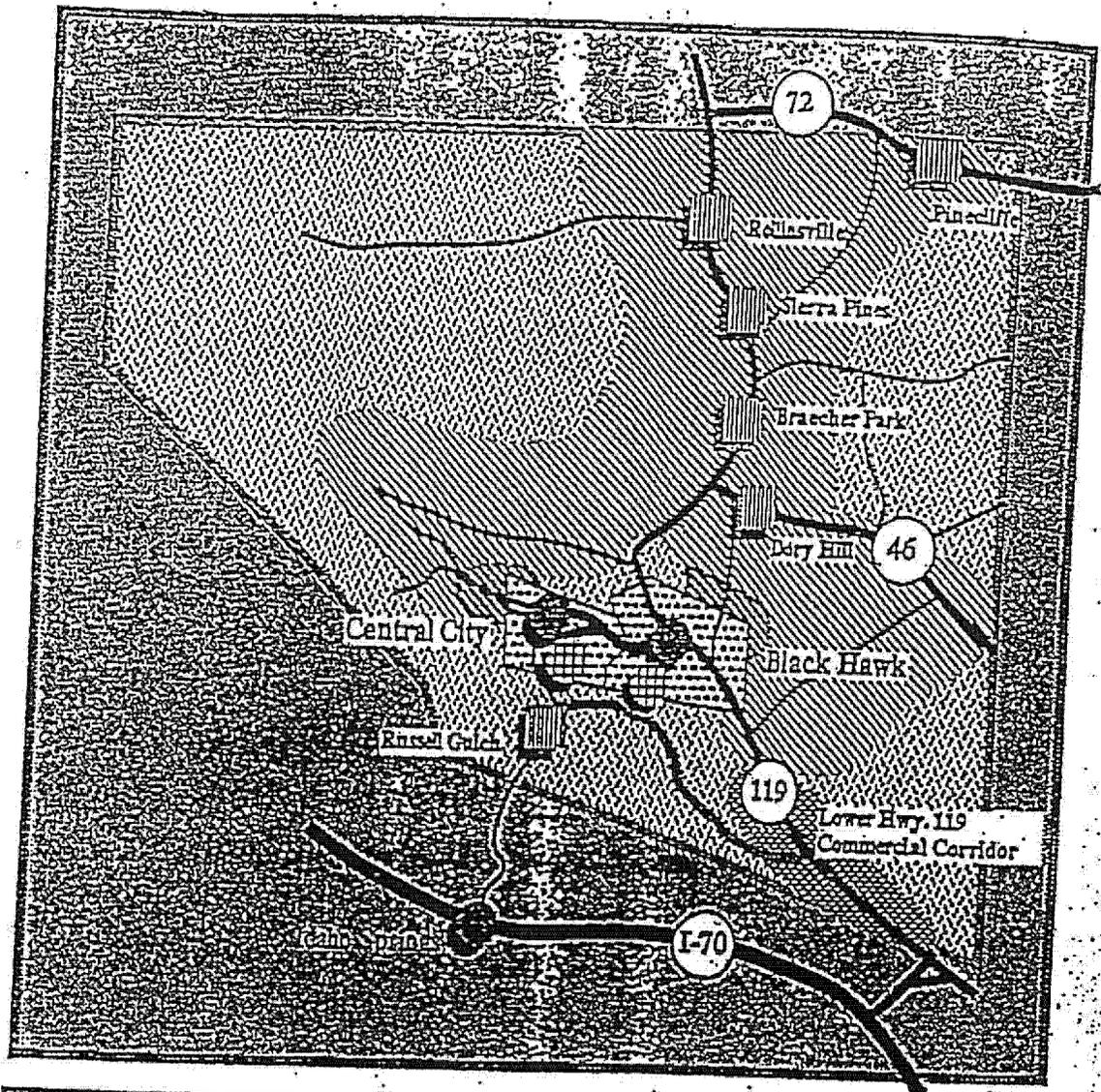


Figure 2.
Recommended Overall Land Use Patterns
1992 Gilpin County Master Plan

Both village and town centers need to be limited in size. For example, commercial development should in general be within one-fourth mile of the middle of village centers and within one-half mile of the middle of the town centers. Commercial development on lots adjacent to existing village and town center commercial zoning will be encouraged, and development between the two town centers will be viewed more favorably than growth on the outer perimeters.

The general locations of these commercial land use types are shown on Figure 2. New development proposals which are consistent with this Plan will be viewed more favorably than those that are not.

As they develop, the town and village centers are also intended to help retain the overall rural small-town social fabric of the area. The centers can provide a range of private and public services and facilities and businesses where residents will see and be seen as they transact daily business. The concentration of these kinds of uses over time into cohesive clusters may help the economic viability of some types of businesses. In contrast, the current situation is often that businesses are relatively isolated and each has to develop its own separate market base. Each of the several commercial land use types is described in more detail, below.

1. Black Hawk and Central City - Town Centers. Gilpin County has traditionally had the two town centers of Black Hawk and Central City which have provided services and jobs for area residents. However, the historic town centers in which goods, services and jobs were available are now the areas where gambling is legal. In the near future most, if not all, of the previous town-center activities have been or will be displaced by gambling related activity. It is likely that gaming-related activity within these cores will eventually displace most all of the other functions, except some public and quasi-public functions. Thus, it is recommended that new town center type areas should be allowed to develop adjacent to and south of the existing Black Hawk and Central City town centers, along County Road 6.

The new town centers areas are also areas in which major fringe parking lots serving the gambling industry should be developed. Other commercial businesses should be encouraged to locate adjacent to and near

parking lot perimeters with connecting roads. Although some open space needs to be incorporated in these areas, this is a historic mining area that has all the associated dangers of old mines for the curious and unknowing visitor; further, the right to mine in the general area should be protected and casual trespass on mining property and activities should be minimized.

Given the potential conflict between current rights to develop and historical rights to mine, it is important that all non-mining development be well planned. This means that annexation or a site-specific master plan will be required prior to non-mining commercial development within the mineral resource area that lies south of Central City and Black Hawk.

2. **County Village Centers.** Gilpin County has traditionally had village centers spaced across the County on both sides of the town centers. At different times and to varying degrees, the village centers have provided goods, services and employment. As the County grows there will be opportunities for new commercial development. To promote development consistent with the Overall Principles of this Plan, as well as to foster the strongest local economy, new commercial activity should be encouraged to locate within recognized village centers. The recommended village centers are shown on Figure 2, and include Dory Hill (the area around the KOA), Braeher Park, Sierra Pines, Rollinsville, Pinecliffe and Russell Gulch.

Generally, village centers are located at or near intersections along the arterial roadways. Not coincidentally, these areas are also historical areas of commercial activity. Over time, local circulation systems can perhaps be developed in and about some of the larger centers. For example, supplemental or frontage roads could be developed between adjacent activities which will allow for a minimum of arterial road cuts and buffering by landscaping will help maintain the rural mountain motif. These centers should be compact, perhaps extending no more than one-fourth to one-half mile in any direction.

B. Residential Land Use

THE COUNTY WILL ENCOURAGE A MIX OF HOUSING TYPES TO PROVIDE NEEDED HOUSING AND GREATER MARKET AND SERVICE OPPORTUNITIES.

Appropriate residential growth is that which can occur in a way that is consistent with the Overall Principles and Goals of this Plan. The Plan recognizes two general types of residential land use: rural residential and moderate density residential. The general location of these two types of residential land use is shown in Figure 2. New residential developments that are consistent with this Plan will be viewed more favorably than those that are not.

1. Rural Residential. Rural residential land use represents the predominant current use within the county, i.e., single-family dwellings on moderately large lots. New, low-density rural residential development is encouraged; first, within established subdivisions, and second, adjacent to existing subdivisions. In general, the minimum average density should be about three acres per dwelling unit.

Currently there are about 80 subdivisions; it is estimated that about 70% of the current subdivided lots are vacant. In some instances the lot sizes are too small to allow for a well and septic system. The county should encourage the consolidation of small lots to bring them up to current zoning, water and sanitation standards. Further, to limit new subdivisions, the county should encourage building within the current subdivisions.

The limited agricultural activity that occurs in conjunction with the noncommercial keeping of horses and other livestock contributes to the existing rural character of the community. Horses and other animals should continue to be permitted in rural residential areas, subject to limitations that preserve the residential nature of the site and minimize adverse impacts on

adjacent lands.

2. Moderate Density Residential. As population and employment increase, it is expected that there will be more of a market for different residential land use types, perhaps with smaller average acreage per dwelling unit. Moderate-density housing that is consistent with the Overall Principles and Goals of this Plan should be encouraged. Moderate-density housing development should be designed to take into account such factors as visual unobtrusiveness, preservation of natural features, availability of public and private services and compatibility with established land uses and forms.

In particular, moderate-density residential development may be appropriate in or near the town centers of Black Hawk and Central City. Densities could be highest immediately adjacent to the centers and transition downward to blend with the general surrounding pattern of rural development. There may also be other locations in the county in which moderate-density housing may be appropriate. For example, the conservation of open space could be encouraged by permitting cluster housing, i.e., by allowing moderate-density development on one part of a site if the balance of the site is preserved as open space. In general, such clusters of houses should be placed along major arterials and preferably near identified village centers.

3. Subdivisions. New residential development should fit its site and minimize impacts on any neighboring development. New subdivisions and developments should preserve forest stands where possible, and reforestation should be required where feasible. Such developments should be required to provide a buffer between current or potential adjacent uses. In addition, other County principles and goals should be reflected in the site specific development plans. For example, it is important to preserve wildlife habitat on the specific tract and, in addition, to consider the connection of that habitat to wildlife habitat on adjacent tracts and wildlife movement corridors. Similarly, some or all of a subdivision green space area(s) should connect to adjacent green space if possible.

where occurrences are found. All land use planning at the local level must recognize the importance of mineral exploration and development, the temporary nature of the environmental impacts under current federal and State oversight, and the ability and willingness of private industry to pursue mineral exploration and development in a responsible way.

It is incumbent on the county to prevent the unthinking placement of potentially valuable and vital resources beyond reach by assigning permanent land uses, such as commercial or residential, to areas where surface access for mineral extraction is required. Traditionally, mining in the county has referred to subsurface "hard-rock" mining for precious and semiprecious metals and rare earths. The traditional mining was chiefly conducted underground, and only the extracts of the mined ores were transported out of the county following milling or other treatment.

The identified resource areas are intended to encompass much, if not all, of the significant hard-rock mineral resource area that has long been the primary mining district. Within the unincorporated portions of the county, the traditional mineral resource areas should continue to be recognized and respected. Any development south of the Central City/Black Hawk, such as for the new town centers discussed above, should be developed in accord with a site-specific master plan or should be within the corporate limits of one of those cities or within areas annexed to those cities. Although residential should remain a use-by-right in any zoning district or resource area, such use should be limited to relatively large "estate" parcels. Further, given the primary emphasis of land use, the "darn fool clause" applies to the builder of residences in areas where mining, agriculture or forest activity are likely. Mining activities are subject to federal, State and county permits and regulations. County commercial development regulations should provide for the separation of mining from adjacent uses. Surface mining, other than that for rock, sand, gravel and peat, should be permitted where the mining activity does not require the removal of large quantities of raw materials, but rather extracts are

EXHIBIT N

DESCRIPTION:

A PARCEL OF LAND LOCATED WITHIN SECTION 36, TOWNSHIP 2 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SECTIONS 1, 2, AND 12, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND SECTION 5, 6, 8, 17, AND 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 16, THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION TO THE SOUTHEAST CORNER OF SECTION 17; THENCE WESTERLY ALONG THE SOUTH LINE OF SECTION 17 TO THE SOUTHWEST CORNER THEREOF; THENCE WESTERLY ALONG THE SOUTH LINE OF SECTION 18 TO THE POINT OF INTERSECTION WITH THE WESTERLY EDGE OF LAKE GULCH ROAD; THENCE NORTHWESTERLY ALONG THE WESTERLY EDGE OF LAKE GULCH ROAD TO THE POINT OF INTERSECTION WITH THE WEST LINE OF SECTION 18; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE BLACK HAWK CITY BOUNDARY; THENCE EASTERLY ALONG SAID BOUNDARY TO THE SOUTHEAST CORNER THEREOF; THENCE NORTHERLY AND WESTERLY ALONG SAID CITY BOUNDARY TO THE NORTHERLY CORNER THEREOF; THENCE SOUTHWESTERLY ALONG SAID CITY BOUNDARY TO AN ANGLE POINT IN SAID BOUNDARY; THENCE WEST TO THE POINT OF INTERSECTION WITH THE 8600 CONTOUR LINE AS SHOWN HEREON; THENCE WESTERLY ALONG SAID CONTOUR LINE TO THE EXTENDED POINT OF INTERSECTION WITH THE WEST LINE OF SECTION 12; THENCE NORTHERLY ALONG SAID LINE TO THE NORTHWEST CORNER THEREOF; THENCE NORTHERLY ALONG THE WEST LINE OF SECTION 1 TO A POINT ALONG THE SOUTH SIDE OF CHASE GULCH; THENCE NORTHWESTERLY ALONG THE SOUTH SIDE OF CHASE GULCH TO THE POINT OF INTERSECTION WITH THE SOUTHEAST ANGLE POINT OF A PARCEL OF LAND ANNEXED TO THE CITY OF CENTRAL, COUNTY OF GILPIN, UNDER RECEPTION NO. 84013; THENCE NORTHWESTERLY ALONG THE EASTERLY AND NORTHERLY LINES OF SAID PARCEL TO THE POINT OF INTERSECTION WITH THE WEST LINE OF SECTION 2; THENCE NORTHERLY ALONG SAID WEST LINE TO THE NORTHWEST CORNER THEREOF; THENCE EASTERLY ALONG THE NORTH LINE OF SECTION 2 TO THE NORTHWEST CORNER OF SECTION 1; THENCE EASTERLY ALONG THE NORTH LINE OF SECTION 1 TO A POINT, SAID POINT BEING SOUTHWEST OF MISSOURI FALLS AS SHOWN HEREON; THENCE NORTH TO THE POINT OF INTERSECTION WITH THE 8800 CONTOUR LINE; THENCE ALONG SAID CONTOUR LINE AS SHOWN HEREON TO THE POINT OF INTERSECTION WITH THE EAST LINE OF SECTION 36; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTHWEST CORNER OF SECTION 6; THENCE EASTERLY ALONG THE NORTH LINES OF SECTIONS 6 AND 5 TO THE NORTHEAST CORNER OF SAID SECTION 5; THENCE SOUTHERLY ALONG THE EAST LINES OF SECTIONS 5 AND 8 TO THE NORTHWEST CORNER OF SECTION 16 AND THE POINT OF BEGINNING.

NOTE:

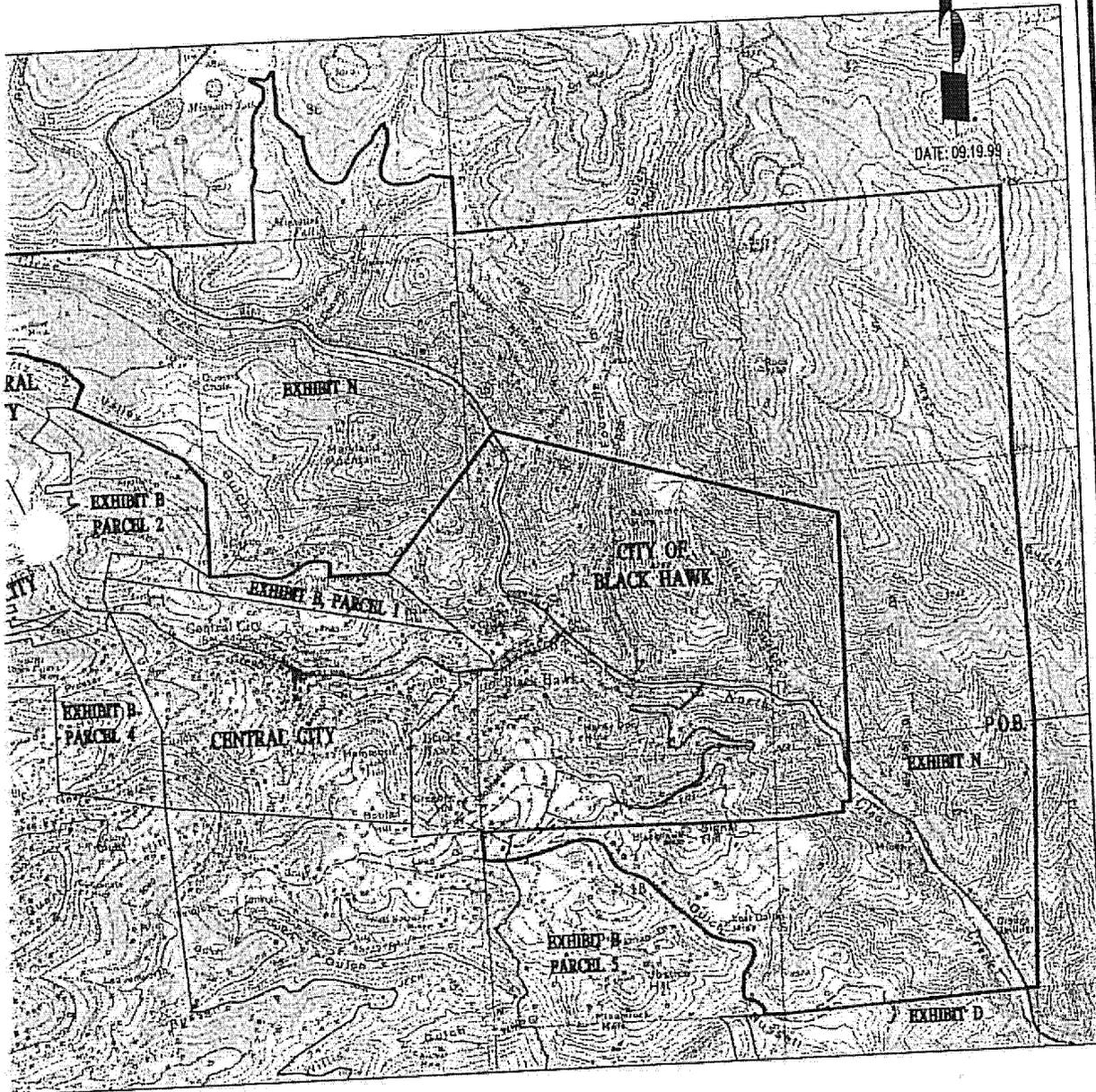
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SHEET 1 OF 2

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EXHIBIT N



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GILPIN COUNTY

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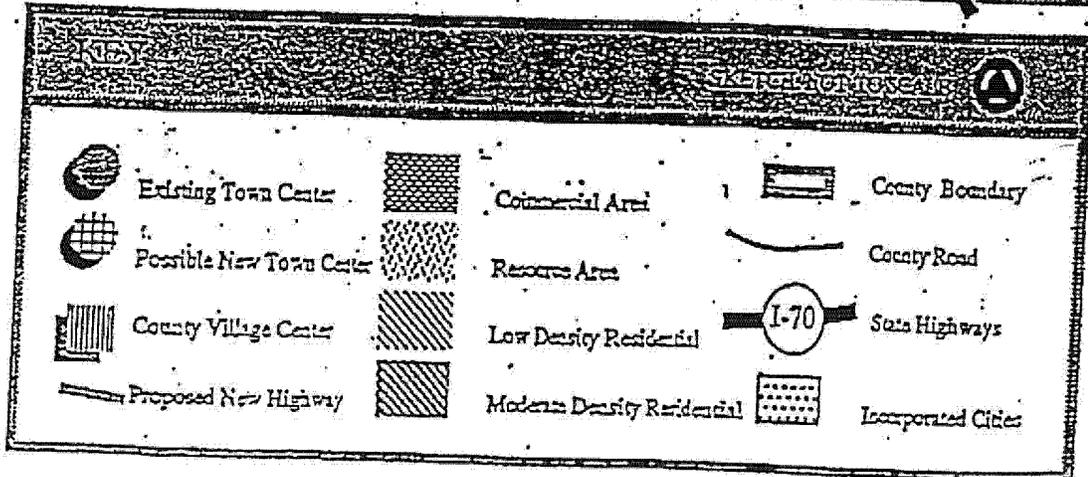
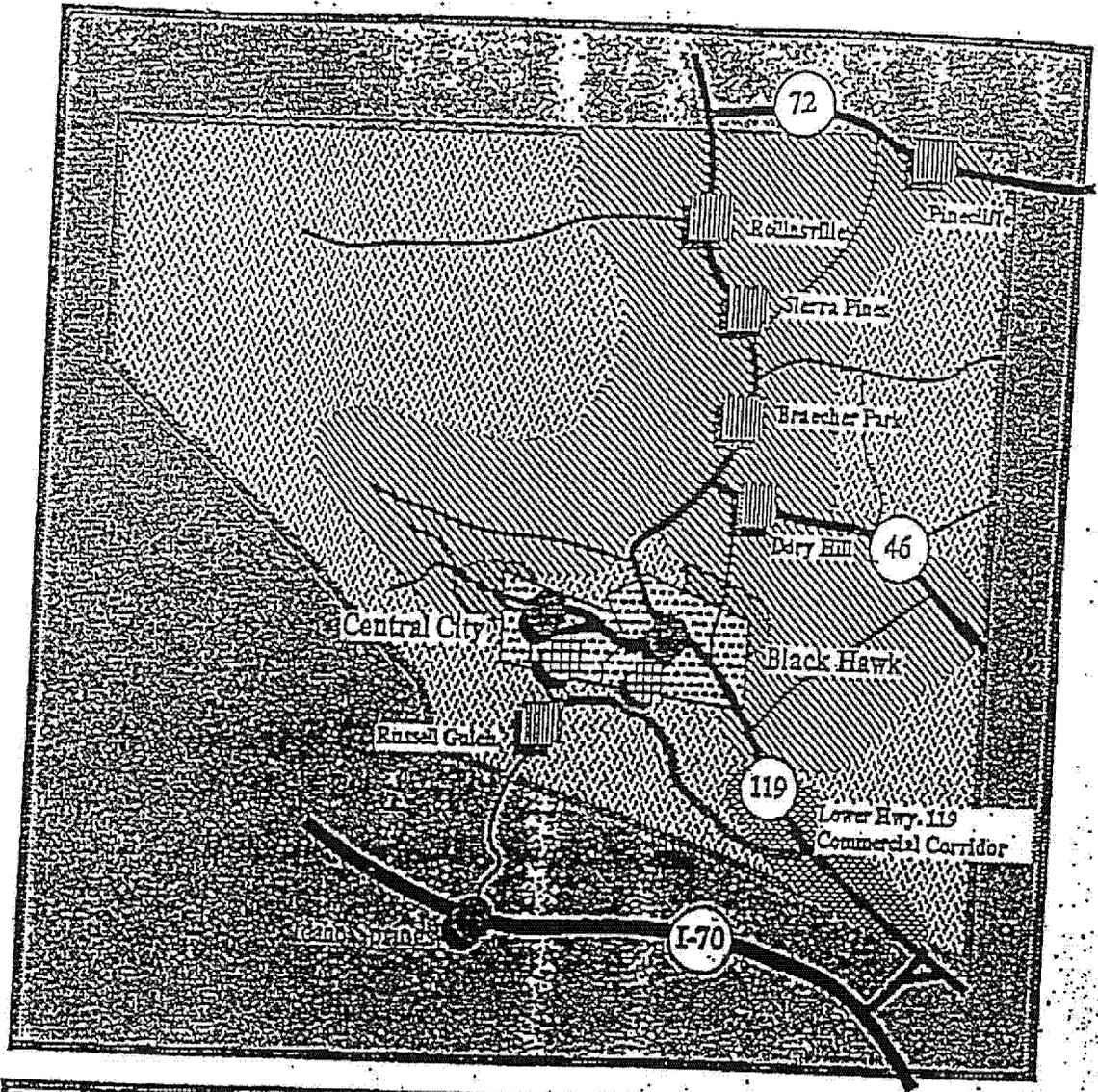


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1992 Gilpin County Master Plan

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