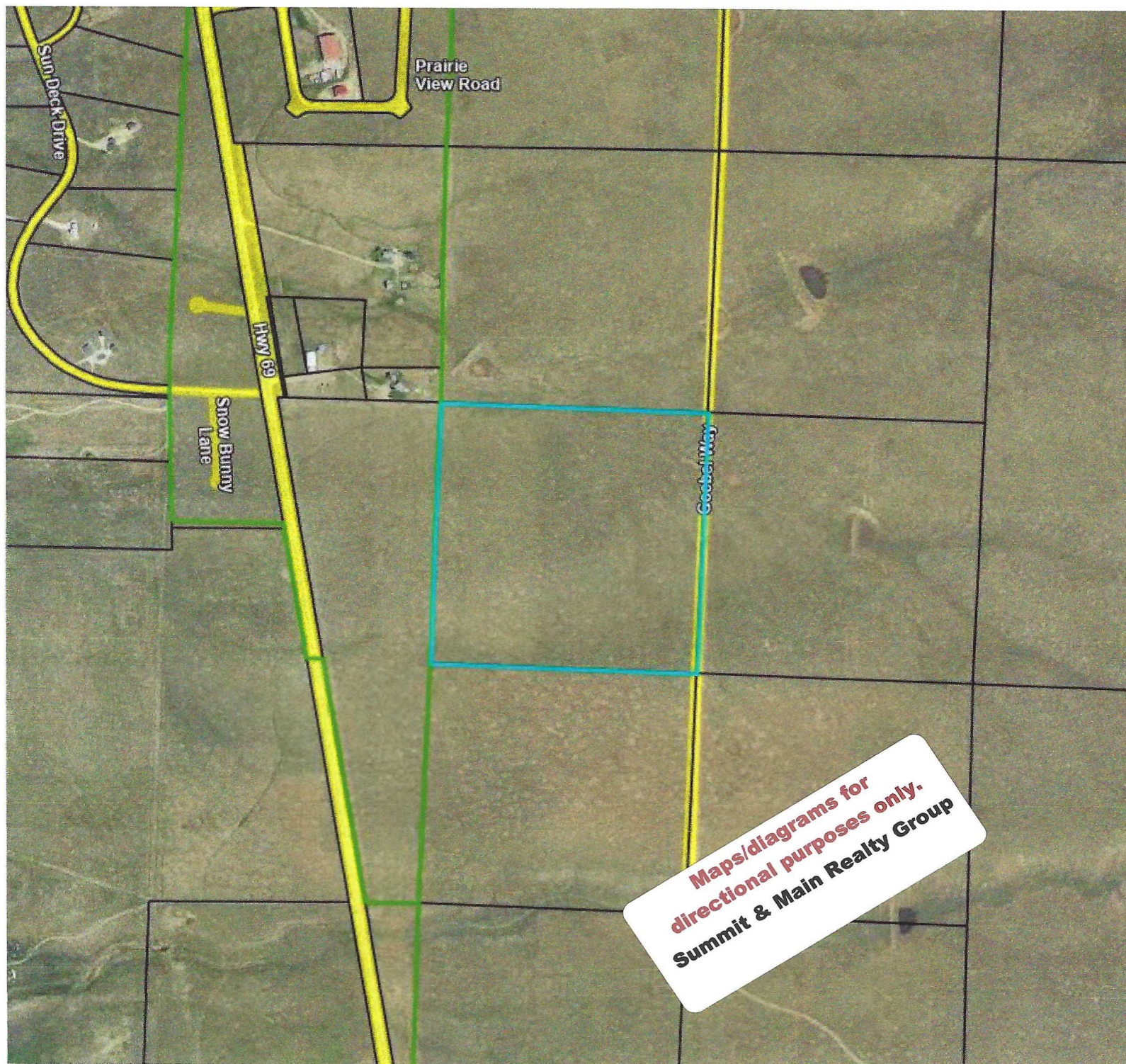


## TOWN OF SILVER CLIFF

### Additional Deed Restrictions

1. COMMERCIAL USE: Commercial use of the property is prohibited with the exception of a home office.
2. TRASH AND RUBBISH: Rubbish, garbage, or other waste shall be kept and disposed of in a sanitary and timely manner. No lot owner shall allow trash and rubbish to accumulate on their property.
3. EASEMENTS: Utility easements as described on Described Plat Map. There shall be no overhead power (electric), telephone, or cable. All utilities must be placed underground to the utility company's specifications.
4. NUISANCES: No owner shall cause or allow the origination of excessive odors or sounds including the discharge of firearms. No owner shall cause or allow any other nuisances of any kind whatsoever to exist on their parcel.
5. MOTOR VEHICLES: No motorized vehicle which is either non-operational or non-licensed shall be kept or stored on any parcel, unless said vehicle is kept or stored in a fully enclosed building.
6. TEMPORARY RESIDENCES: Recreational vehicles, camper units, trailers, and tents may be used for vacation camping for consecutive periods not to exceed a total of 90 days in any calendar year. After 90 days the unit must be removed from the said acreage or stored within an enclosed building on owner's property.
7. DWELLINGS: All dwellings must be a minimum of 1,000 sq. ft. of heated living space. Mobile homes and modular homes shall not be permitted on any parcel described in above legal.
8. LAND USE: Commercial wood harvesting, mining (including the removal of soil, gravel, or rock) is prohibited.
9. HUNTING: Rifle hunting is prohibited in Town of Silver Cliff; Archery hunting is allowed.
10. LIGHTING: All outdoor lighting shall be shielded in accordance with the Dark Skies recommendations.
11. GATES: No gates are allowed on the road easement known as Goebel Way with the exception of the entrance gate at the end of said property.





**Maps/diagrams for  
directional purposes only.  
Summit & Main Realty Group**



## CATTLE GRAZING LEASE AGREEMENT

This lease agreement dated June 24, 2021, is between John M. Goebel (Landowner) and Dale Tovrea (Lessee).

The purpose of this lease is to define the terms in which the Landowner and Lessee agree to the best management practices in order to provide pasture and water for livestock grazing to lessee. Lessee will place cattle on the property for grazing purpose. The property contains approximately 400 acres and is located with access off Wykagyl, Westcliffe, Colorado 81252. The legal description is:


SE4 & TR IN E2NE4 SEC 20-22-72, NE4 & ALL THAT PT NW4SE4 SEC 29-22-72 DESC BK 207 PG 88, & ALSO A TR CONT 5.00 AC IN THE S2SW4SE4NE4 SEC 20-22-72. Approximately 400 Acres


The term of the lease shall be 12 months from the date of signing and will automatically renew until one or both parties decide in writing to cease. A cooperative effort will be put forth to determine the quality and status of grass availability and sustainability. In the event that grass availability is depleted and the pastures are in need of rest, both parties shall agree upon an amended "out" date for the cattle.

The Lessee and the Landowner agree that the lease expense will be based on the Animal Unit Equivalent method will be paid at \$3.00 per AUE per month. Incomplete months will be calculated \$ N/A per AUE per day. The Animal Unit Equivalent will be determined by the calculation below:

Beef Animal Category	Animal Unit Equivalent
Yearling Animal	<u>21</u>
Cow with Calf	<u>          </u>
Bull	<u>1</u>

Landowner will provide perimeter fencing for the property and the Lessee is responsible to provide the ability to pump water from the existing drilled and cased water well. Once the perimeter fence is completed, 7989 7 the Lessee will provide maintenance on the fence, if needed, to contain the livestock. In addition, Lessee will assume complete responsibility of livestock care including but not limited to veterinary care, provide salt and mineral, and rotational grazing decisions.

  
Landowner

  
Lessee

T-22-S, R-72-W, 6th P.M., Custer County,  
State of Colorado. Reserving therefrom  
an easement for road and utility  
purposes over the East 30.0 feet.

T-22-S, R-72-W, 6  
State of Colorado  
an easement for  
purposes over the  
the West 60.0 feet  
feet.

25' Utility  
Easement.  
Book 316  
Page 238

N 88°50'00" W 1337.76' (Total)  
1307.76'

N 88°50'00" W  
1307.7

**LOT #5 (41.09 Acres)**

The Southwest Quarter (SW/4) of the  
Southeast Quarter (SE/4) of Section 20,  
T-22-S, R-72-W, 6th P.M., Custer County,  
State of Colorado. Reserving therefrom  
an easement for road and utility  
purposes over the East 30.0 feet.

LOT #6 (41.58 Acre  
The Southeast Quar  
Southeast Quarter (SE/4)  
T-22-S, R-72-W, 6th  
State of Colorado. Res  
an easement for road  
purposes over the V

Goebel Way

60' Road and  
Utility Easement

N 88°09'33" W 1339.62' (Total)  
13309.62'

N 88°09'33" W 1339  
13309.62

**LOT #7 (41.62 Acres)**

The Northwest Quarter (NW/4) of the  
Northeast Quarter (NE/4) of Section 29,  
T-22-S, R-72-W, 6th P.M., Custer County,  
State of Colorado. Reserving therefrom  
an easement for road and utility  
purposes over the East 30.0 feet.

LOT #8 (41.55 Acres)  
The Northeast Quarter (NE/4)  
Northeast Quarter (NE/4)  
T-22-S, R-72-W, 6th P  
State of Colorado. Res  
an easement for road  
purposes over the We

N 01°14'19" E  
1357.68'

S 01°28'19" W  
1355.05'



# SILVER VISTA RANCH SURVEY PLAT

PARCELS OF LAND IN SECTIONS 20 AND 29, T-22-S, R-72-W,  
6TH P.M., CUSTER COUNTY, STATE OF COLORADO.

## DEDICATION

John M. Goebel has caused the hereon described parcel to be surveyed and divided into lots and easements as shown and designated all be known as the "SILVER VISTA RANCH".

## TO WIT

John Goebel is owner of the following described parcel of land.

The Southeast Quarter (SE 1/4) and the East Half of the Northeast Quarter (NE 1/4) of Section 20, Township 22 South, Range 72 West of the 6th P.M., The Northeast Quarter (NE 1/4) of Section 29, Township 22 South, Range 72 West of the 6th P.M., Custer County, Colorado

and

A parcel of land being a portion of the Northwest 1/4 of the Southeast 1/4 of Section 29, Township 22 South, Range 72 West of the 6th P.M., Custer County, Colorado, being more particularly described as follows: Beginning at the point of intersection of the East right of way line of Colorado State Highway No. 69 and the East-West centerline of said Section 29, from which the East 1/2 corner of said Section 29 bears South 89°40'53" East, 2644.27 feet, thence South 89°40'53" East, on said East-West centerline, 87.45 feet; thence South 04°10'58" West, 335.67 feet; to intersect said East Highway right of way line; thence North 10°38'11" West, on said right of way line, 341.13 feet; to the point of beginning.

## IN WITNESS WHEREOF

This instrument was executed this 27th day of September, 2021 A.D. by John Goebel.

*John M. Goebel*  
John M. Goebel

SS

The foregoing was acknowledged before me by John Goebel this 1st day of

September, 2021 A.D.

Witness my Hand and Seal, *John M. Goebel*  
My Address is 2700 1/2 Highway 69, Silver Cliff, CO 81068

STATE OF COLORADO  
COUNTY OF CUSTER

This Plat filed for record in the office of the Clerk

and Recorder of Custer County, Colorado at 12:00 P.M.

on this 14 day of September, 2021 A.D.

By *John M. Goebel*

Title Deputy Clerk

## TOWN OF SILVER CLIFF PLANNING COMMISSION CERTIFICATE

This plat is recommended for acceptance and approval by the Planning Commission of the Town of Silver Cliff, Colorado this

21st day of July, 2021 A.D.

By *John M. Goebel*

TITLE Deputy Clerk

## TOWN OF SILVER CLIFF CERTIFICATE

The Board of Trustees of the Town of Silver Cliff by resolution has authorized the Mayor of the Town of Silver Cliff to affix his signature and the Town Seal below thereby affirming the approval of and the acceptance of this plat. This approval and acceptance is made in accordance with the subdivision improvements agreement as submitted along with this plat.

Signed, approved and accepted this 13th day of July, 2021 A.D.

By *John M. Goebel*

Mayor

ATTEST *John M. Goebel*

Town Clerk

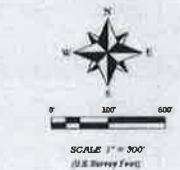
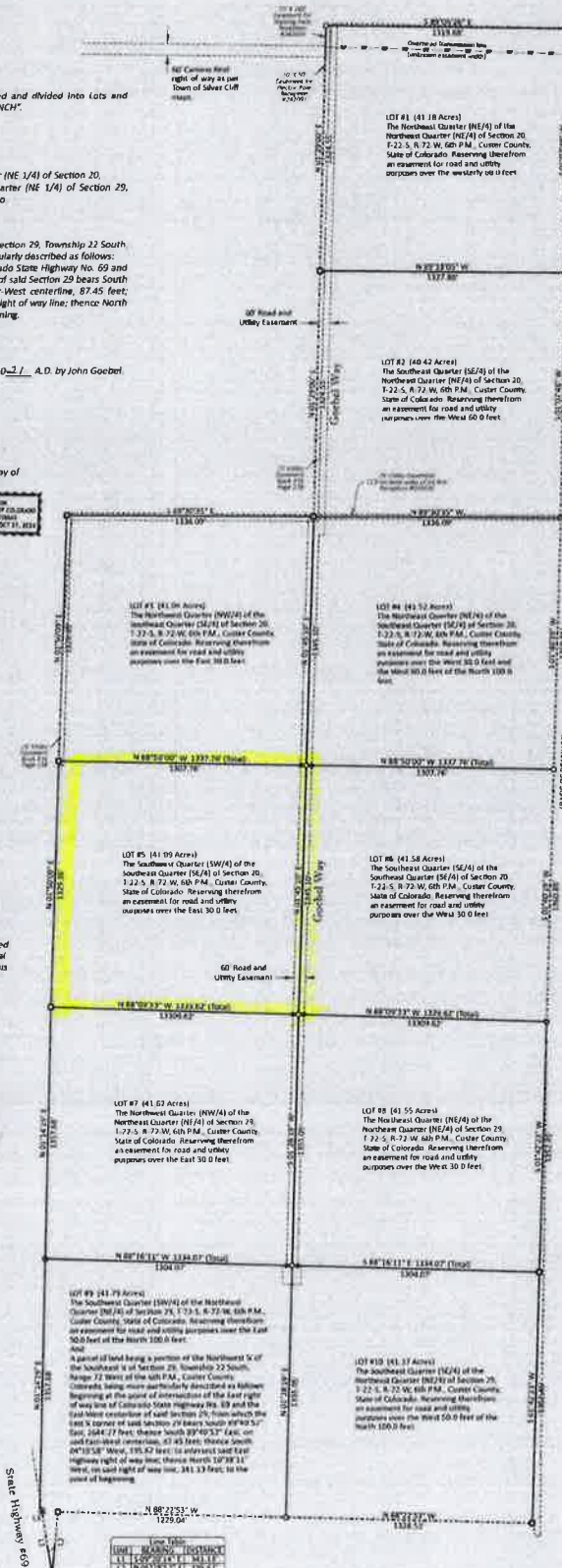
Round Mountain Water and Sanitation District

Signed, approved and accepted this

3rd day of SEPTEMBER, 2021 A.D.

By *John M. Goebel*

District Operations Manager, Dave Schneider



- LEGEND**
- LOT BOUNDARY
  - UTILITY EASEMENT
  - RANDED WIRE FENCE
  - FOUND 84 REBAR WITH ALUMINUM CAP 1988
  - SET 84 REBAR WITH ALUMINUM CAP 31542
  - SET 84 REBAR WITH PLASTIC CAP 31542
  - FOUND 84 REBAR
  - FOUND ALUMINUM PIPE WITH ALUMINUM CAP 1988
  - FOUND OLD STONE

**SURVEYORS NOTES:**

ALL INFORMATION HEREON IS BASED ON A TRUE COMMITMENT FROM CENTRAL COLORADO TITLE & ESCROW, WESTERLY, CO 81252, DATED MARCH 22, 2021, FILE # 21-14420.

ALL DISTANCES SHOWN ARE FIELD MEASUREMENTS AT TIME OF SURVEY.

**Southern Colorado Surveying and Mapping**  
11 North Parkway (P.O. Box 18718)  
Colorado City, Colorado 81019

John M. Goebel  
John M. Goebel  
John M. Goebel

ACCORDING TO COLORADO LAW, THE SURVEYOR HAS NO LIABILITY FOR ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THE TIME PERIOD FOR FIRST DISCOVERY OF SUCH A DEFECT. IN NO EVENT MAY ANY ACTION BE BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TWO YEARS FROM THE DATE OF COMPLETION OF THIS SURVEY.

AT THE CLIENT'S REQUEST, THE SURVEYOR HAS NO LIABILITY FOR ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THE TIME PERIOD FOR FIRST DISCOVERY OF SUCH A DEFECT. IN NO EVENT MAY ANY ACTION BE BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TWO YEARS FROM THE DATE OF COMPLETION OF THIS SURVEY.

**BASES OF BEARINGS:**  
STATE PLANE GRID NORTH (COLORADO SOUTH ZONE) ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 20, AS PER GPS OBSERVATION AT TIME OF SURVEY.

SCALE: 1" = 300'  
(U.S. Survey Feet)

**SURVEYORS CERTIFICATION:**  
AS ORDERED BY THE COLORADO DEPARTMENT OF REGULATORY AGENCIES.

I HEREBY CERTIFY TO: John M. Goebel

THIS SURVEY HAS BEEN ORDERED AND SEALED BY A PROFESSIONAL LAND SURVEYOR REPRESENTING THE SURVEYING SERVICE ADDRESSED THEREIN AND HAS BEEN PERFORMED BY THE PROFESSIONAL LAND SURVEYOR OR UNDER THE PROFESSIONAL LAND SURVEYOR'S RESPONSIBLE CHARGE. IT IS BASED UPON THE PROFESSIONAL LAND SURVEYOR'S KNOWLEDGE, INFORMATION AND BELIEF, OR IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, INCLUDING A GUARANTEE OR WARRANTY, EXTENDING TO THE DATE OF SURVEY.

*John M. Goebel*  
John M. Goebel

Equal Housing Opportunity: All listings are offered in compliance with the Federal Fair Housing Act. The accuracy of this information is not guaranteed. It is not to be relied upon and should be verified by the buyer.

