

BOARD OF ASSESSMENT APPEALS, STATE OF COLORADO 1313 Sherman Street, Room 315 Denver, Colorado 80203	Docket Number: 50449
Petitioner: PIONEER NATURAL RESOURCES USA, INC., v. Respondent: RIO BLANCO COUNTY BOARD OF EQUALIZATION.	
ORDER ON STIPULATION	

THE PARTIES TO THIS ACTION entered into a Stipulation, which has been approved by the Board of Assessment Appeals. A copy of the Stipulation is attached and incorporated as a part of this decision.

FINDINGS OF FACT AND CONCLUSIONS:

1. Subject property is described as follows:

County Schedule No.: P071004+1

Category: Valuation Property Type: Commercial Personal
2. Petitioner is protesting the 2008 actual value of the subject property.
3. The parties agreed that the 2008 actual value of the subject property should be reduced to:

Total Value: \$5,149,306

(Reference Attached Stipulation)
4. The Board concurs with the Stipulation.

ORDER:

Respondent is ordered to reduce the 2008 actual value of the subject property, as set forth above.

The Rio Blanco County Assessor is directed to change his/her records accordingly.

DATED AND MAILED this 8th day of December 2010.

BOARD OF ASSESSMENT APPEALS

Karen E. Hart

Karen E. Hart

I hereby certify that this is a true and correct copy of the decision of the Board of Assessment Appeals.

Debra A. Baumbach

Debra A. Baumbach

Cara McKeller

Cara McKeller



2010 NOV 29 PM 1:03

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("Agreement") is made this 24 day of November, 2010, between Rio Blanco County acting through Renae T. Neilson, Rio Blanco County Assessor ("County"), and Pioneer Natural Resources USA, Inc. by Dustin Stone, its Property Tax Manager ("Taxpayer").

WITNESS:

WHEREAS, on August 5, 2010 the Rio Blanco County Board of Equalization (CBOE) issued a denial of an appeal previously filed by Taxpayer relating to the 2007, 2008 and 2009 valuation for assessment on tax schedule P071004; and

WHEREAS, on August 5, 2010 the Rio Blanco County Board of Equalization (CBOE) issued a denial of an appeal previously filed by Taxpayer relating to the 2008 and 2009 valuation for assessment on tax schedule P071005; and

WHEREAS, Taxpayer appealed the decisions of the CBOE to the Colorado Board of Assessment Appeals (BAA under docket numbers 48332, 50449 and 52144); and

WHEREAS, the County and Taxpayer wish to settle and resolve all disputed issues, claims, causes of actions and liability (including attorney fees, interest, expenses, and costs incurred) which either party may have against the other arising from or related to the 2007, 2008 and 2009 valuation for assessment on tax schedule P071004 and the 2008 and 2009 valuation for assessment on tax schedule P071005 and Taxpayer's payment of ad valorem taxes to County for the described periods:

NOW THEREFORE, in consideration of the mutual promises and payment of funds set forth herein, the Parties agree as follows:

1. The actual value for assessment agreed upon for the years and tax schedules listed below is as follows:
 - a. Tax schedule P071004 values for assessment:
2007 value is \$4,438,295.00,
2008 value is \$4,413,302.00
2009 value is \$5,150,511.00
 - b. Tax schedule P071005 values for assessment:
2008 value is \$736,004.00
2009 value is \$780,364.00
2. Assessor shall complete required adjustments for these tax schedules in her records.
3. As a result of previous value for assessments made by the Assessor, Taxpayer paid taxes on the tax schedules as set forth below:
 - a. Tax schedule P071004 - The overpayment of taxes is as follows:
2007 taxes over-paid \$56,458.16
2008 taxes over-paid \$62,074.82
2009 taxes over-paid \$94,821.10

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS - Page 2

- b. Tax schedule P071005 - The under payment of taxes is as follows:
- 2007 taxes under paid \$2,842.87
 - 2008 taxes under paid \$3,102.82
 - 2009 taxes under paid \$3,460.57

The total net refund owed to Taxpayer by County for the years 2007, 2008 and 2009 is \$203,947.81.

4. After receipt by County of this Agreement properly executed by Taxpayer County will refund to Taxpayer the sum of \$203,947.81 on or before January 15, 2011.

5. Taxpayer hereby fully releases and discharges Rio Blanco County, and any officials, officers, employees, board members, or agents of Rio Blanco County past, present, or future, in their official and individual capacities, and their respective successors, assigns, and heirs, from any and all causes of action, claims, liabilities, debts, obligations, promises, actions, (including attorney fees, interest, expenses, and costs incurred), and demands of any kind and every nature whatsoever, known or unknown, suspected or unsuspected, which Taxpayer has, may have, or may hereinafter acquire, related to or in any manner incidental to, or arising out of Taxpayer's payment of ad valorem taxes to County for the tax periods 2007, 2008 and 2009 on schedules P071004 and P071005.

6. It is expressly understood and agreed that the parties' acceptance of the provisions of this Agreement is in complete accord and satisfaction of all disputed claims associated with Taxpayer's payment of ad valorem taxes to County, that the settlement is not to be construed in any way as an admission of liability or fault on the part of the County.

7. Each of the parties hereto represents, warrants, and agrees as follows:

(a) Each party has received independent legal advice or has had the opportunity to receive independent legal advice from attorneys with respect to the advisability of entering into this Agreement.

(b) Each party has made such investigation of the facts and other matters pertaining to this Agreement as each party deems necessary. Taxpayer expressly accepts and assumes the risk of any mistake of fact in entering into this Agreement.

(c) Each party has read this Agreement and understands the contents hereof.

(d) This Agreement sets forth the entire understanding between County and Taxpayer and supersedes any prior agreements or understandings, express or implied. The parties acknowledge that in executing this Agreement, they do not rely upon any representation or statement by any representative of the opposing party concerning the subject matter of this Agreement, except as expressly set forth in the text of this Agreement.

(e) This Agreement may be executed in counterparts, in which case all such counterparts shall constitute one and the same Agreement.

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS - Page 3

8. This Agreement shall be construed in accordance with the laws of the State of Colorado. It shall be interpreted in the broadest manner consistent with the intention that all disputes between the County and the Taxpayer related to the matters set forth herein shall be forever resolved. If any clause or provision of this Agreement is found to be unenforceable for any reason, the remainder of the Agreement shall not be affected, but shall be enforced.

Pioneer Natural Resources, USA Inc.

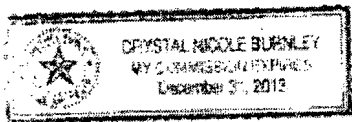
Dustin Stone 11/24/10
By: Dustin Stone, Property Tax Manager Date

STATE OF Texas)
) ss.
COUNTY OF Dallas)

The foregoing Settlement Agreement and Release was subscribed and affirmed to before me this 29th day of November, 2010, by Dustin Stone

Witness my hand and official seal.

My Commission expires: 12-31-2013
Crystal Nicole Burnley
Notary Public



Rio Blanco County
By: Rena T. Neilson 11/24/10
Rena T. Neilson Date
Rio Blanco County Assessor