Received
County Administration
7/15/13

CBOE # 48

2013 REAL PROPERTY NOTICE OF DETERMINATION

Kristy McFarland
Gunnison County Assessor
221 N Wisconsin St, Suite A
Gunnison, CO 81230

Date of Notice: June 25, 2013
Phone: (970) 641-1085
Fax: (970) 641-7920
Email: assessor@gunnisoncounty.org
Website: http://www.gunnisoncounty.org/assessor.html

ACCOUNT NUMBER	TAX YEAR	TAX AREA	PARCEL NUMBER
R070755	2013	602	3253-000-00-053

PROPERTY OWNER	LEGAL DESCRIPTION
IVY FRANCOISE ROSELINE ETAL 36128 US HIGHWAY 50 GUNNISON, CO 81230-9745	44.76 AC IN N2SE4 SEC 34 14S87W #608455

PROPERTY CLASSIFICATION	PROPERTY OWNER'S ESTIMATE OF VALUE	ASSESSOR'S VALUATION	
		ACTUAL VALUE PRIOR TO REVIEW	ACTUAL VALUE AFTER REVIEW
Agricultural Land		2,440	2,440
Residential		90,910	72,030
TOTALS		$93,350	$74,470

The Assessor has carefully studied all the available information, giving particular attention to the specifics included on your protest. The Assessor's determination of value after review is based on the following:

The actual value of the property is determined by appropriate consideration of the approaches to appraisal set forth in § 39-1-103(5)(a), C.R.S.

Owner participation in agricultural endeavor does not meet definition of integral to agricultural operation.

If you disagree with the Assessor's decision, you have the right to appeal to the County Board of Equalization for further consideration, § 39-8-106(1)(a), C.R.S.

The deadline for filing real property appeals is July 15.
The deadline for filing personal property appeals is July 20.

The Assessor establishes property values. The local taxing authorities (county, school district, city, fire protection, and other special districts) set mill levies. The mill levy requested by each taxing authority is based on a projected budget and the property tax revenue required to adequately fund the services it provides to its taxpayers. The local taxing authorities hold budget hearings in the fall. If you are concerned about mill levies, we recommend that you attend these budget hearings. Please refer to last year's tax bill or ask your Assessor for a listing of the local taxing authorities.

Please refer to the reverse side of this notice for additional information.

CBOE #48

APPEAL PROCEDURES

County Board of Equalization Hearings will be held from July 1 through August 5 at Gunnison County Courthouse or Blackstock Government Center.

To appeal the Assessor's decision, complete the Petition to the County Board of Equalization shown below, and mail or deliver a copy of both sides of this form to:

Gunnison County Board of Equalization
200 E Virginia Ave
Gunnison, CO 81230
(970) 641-0248

To preserve your appeal rights, your Petition to the County Board of Equalization must be postmarked or delivered on or before **July 15 for real property** and on or before **July 20 for personal property** – after such date, your right to appeal is lost. You may be required to prove that you filed a timely appeal; therefore, we recommend that all correspondence be mailed with proof of mailing.

You will be notified of the date and time scheduled for your hearing. The County Board of Equalization must mail a written decision to you within five business days following the date of the decision. The County Board of Equalization must conclude hearings and render decisions by August 5, § 39-8-107(2), C.R.S. If you do not receive a decision from the County Board of Equalization and you wish to continue your appeal, you must file an appeal with the Board of Assessment Appeals by September 12, § 39-2-125(1)(e), C.R.S.

If you are dissatisfied with the County Board of Equalization's decision and you wish to continue your appeal, you must appeal within 30 days of the date of the County Board's written decision to ONE of the following:

Board of Assessment Appeals
1313 Sherman Street, Room 315
Denver, CO 80203
(303) 866-5880
www.dola.colorado.gov/baa

District Court
Contact the District Court in the county where the property is located. See your local phone book for the address and telephone number.

Binding Arbitration
For a list of arbitrators, contact the County Commissioners at the address listed for the County Board of Equalization.

If the date for filing any report, schedule, claim, tax return, statement, remittance, or other document falls upon a Saturday, Sunday, or legal holiday, it shall be deemed to have been timely filed if filed on the next business day, § 39-1-120(3), C.R.S.

PETITION TO COUNTY BOARD OF EQUALIZATION

What is your estimate of the property's value as of June 30, 2012? (Your opinion of value in terms of a specific dollar amount is required for real property pursuant to § 39-8-106(1.5), C.R.S.)

$ 37830

What is the basis for your estimate of value or your reason for requesting a review? (Please attach additional sheets as necessary and any supporting documentation, i.e., comparable sales, rent roll, original installed cost, appraisal, etc.)

Land use has not changed. It is still agricultural. Property is used for grazing cattle as well as growing + selling christmas trees.

ATTESTATION

I, the undersigned owner or agent* of the property identified above, affirm that the statements contained herein and on any attachments hereto are true and complete.

Signature	Telephone	Number Date
[signature]	970 275 6111	07/15/13.

*Attach letter of authorization signed by property owner.

CBOE #48 EXHIBIT A Page 1 of 2

Ivy Ranch
GRAZING LEASE

This Grazing Lease is made as of 5/1/13 between Allan and Francie Ivy and Loop Cattle Co, LLC, a Colorado limited liability company (d/b/a Loop) ("Rancher") and Allan and Francie Ivy ("Land Owner").

In consideration of the mutual covenants contained herein and other good and valuable consideration from Land Owner to Rancher, the receipt and sufficiency of which is hereby acknowledged, Land Owner and Rancher agree as follows:

1. ***Lease***. Allan and Francie Ivy, as Land Owner of the property commonly known as Ivy Ranch, 17255 County Road 730, Gunnison, CO, 81230 hereby leases to Rancher certain portions of the Property to be designated from time to time by the Land Owner under the terms and conditions of this Grazing Lease.

2. ***Permitted Uses***. Rancher may use portions of the Property as designated by Land Owner from time to time for grazing of livestock and Owner reserves the right to use the Property for such other uses as are not in conflict with Rancher's permitted uses.

3. ***Term***. The term of the Lease shall commence on 5/15/13, and end on a date no later than 5/14/14 and all of Rancher's cattle and equipment must be removed from the Property by sundown on such date. This is a one year lease.

4. ***Consideration***. Rancher shall pay Land Owner rent calculated as follows during the term of this Lease:

1/3 down May 15, 2013	$250.00
1/3 down July 15, 2013	$250.00
1/3 down September 15, 2013 (or upon cattle leaving property)	+/-$250.00

<u>Head Days Calculated as follows:</u>

Pairs, cow/ calf	$.60/ day, 1 head day
Bulls	$.60/ day, 1 head days
Dry cow	$.50/ day, .90 head days
Yearling	$.40/ day, .70 head days

Owner will irrigate ranch and maintain all ditches and irrigation system. Owner will fix and maintain fence to contain cattle within the property for the term of the lease. Owner will also check cattle at a minimum of once per week to ensure cattle are healthy and in good physical condition.

Rancher shall pay the accrued rent to Land Owner at the end of the term of the lease. Rancher shall keep complete and accurate records of the number and types of livestock placed upon the property by the rancher.

5. ***Maintenance***. Owner shall maintain the Property, and Rancher shall have no right to alter the Property in any manner.

6. ***Release***. Owner shall have no responsibility for lost, stolen, sick or dead cattle, regardless of how such event occurs, nor responsibility for death or injury to Rancher or any person claiming by or under Rancher, except in the event of a negligent or intentional act by an employee or agent of Owner.

8. ***Governing Law***. This Lease shall be interpreted and enforced according to the laws of the State of Colorado, excluding its choice of law rules.

9. ***Integration***. This Lease constitutes the entire agreement between the parties with respect to the matters covered by this Lease and may not be modified in any manner except by a writing signed by both parties.

10. ***Signatures***. This Lease may be executed in counterparts, which together shall constitute but one and the same document. Such counterparts may be transmitted by telecopy, the telecopy to have full force and effect as if it were an original.

11. ***Sale of Property***. In case of a sale of the Property during the term of this Lease, and purchaser desiring possession, Rancher agrees to surrender the same at once and pay to the Owner the rent reserved herein.

Rancher:

Sign: _____

Print Name: RANDALL W. POOL

Title manager

Land Owner:

Sign: _____

Print Name: ALLAN IVY

Title: OWNER.

Loop Cattle Co. LLC
P.O. Box 1446
Gunnison, CO 81230

970-217-6268
randywpool@yahoo.com

Allan and Francie Ivy
36128 US HWY 50
Gunnison, CO 81230

970-641-~~2246~~ 3186
970-275-6111
allan@allanivy.com