

NOTICE OF INTENT TO FILE \$11,670,606.48 SUIT SUPPORTED BY AFFIDAVIT OF LARRY W. PARR

- 1) On August 15, 2016, Mr. Larry Parr received a letter addressed to him from State Senator Laura Woods. In it, Senator Woods wrote: "After Judge Fasing resigned late last year, now we have a new judge in Arapahoe County, Judge Teresa Slade, assigned to clean up the corruption in the probate court and so far she has asked me to see all of the cases that your group have been complaining about, to no avail. I know she was sent a letter with the case numbers, including Case No. 2011PR828, which is your case. The new judge is swearing that they are going to do things differently in Arapahoe County from now on." She further wrote, "Those of you who have fought for your elders' rights have suffered because of a corrupt system that allowed and condoned public officials to malign the truth and turn the table of justice against you, resulting in absolute annihilation for all of you."
- 2) Mr. Larry Parr incorporates the Affidavit of Larry Parr filed with the Clerk of Combined Court Arapahoe County, Colorado, November 24, 2015, as if expressly set forth herein.
- 3) On September 7, 1989, Ms. Emma Parr, mother of Mr. Larry Parr and Mr. Dennis Parr, established the Emma Parr Trust No. 1 (Trust), designating Mr. Larry Parr trustee.
- 4) On December 11, 2000, the E. Parr Family Living Partnership (Partnership) was established. Ms. Parr transferred her 4.2 acres of commercial land to the Partnership and designated Mr. Larry Parr as General Partner.
- 5) On December 31, 2000, Ms. Parr amended ownership of the Partnership designating Mr. Dennis Parr 3% limited partner, Mr. Larry Parr 2% limited partner and 1% General Partner, and herself 94% limited partner.
- 6) On December 21, 2000, Ms. Parr transferred into the Partnership the 4.2 acres of prime commercial property she which she was awarded in 1979, as the result of her divorce: parcel 2077-08-4-00-021 (Parcel 21) with a house and parcel 2077-08-4-00-022 (Parcel 22), both Parcels commonly known as 2690 W. Union Avenue, Englewood, Colorado.
- 7) In 1995, Ms. Emma Parr and Mr. Larry Parr entered into a verbal land purchase agreement whereby Ms. Parr agreed to consider as payments toward his ultimate purchase of her 4.2 acres all of Mr. Larry Parr's financial aid and labor which, from 1979 through 1995, totaling \$1,095,000 in actual dollars, or \$1,645,000, if inflation factors are taken into consideration. As part of the agreement, Mr. Larry Parr agreed to dissolve his lucrative business, Precise Grading and Seeding Inc. and start a new business, Arapahoe Storage Inc., to be wholly owned and operated by him. The new business would operate on his 3 acres and Ms. Parr's 4.2 acres (Parcels 21 and 22). This gave both Ms. Parr and Mr. Larry Parr peace of mind knowing that if Ms. Parr, then at age 73, required physical assistance during the day, he would now be readily available to assist her. Until Arapahoe Storage became profitable, Mr. Parr used his savings to support himself and provide financial aid to Ms. Parr. By 2012, Mr. Parr's financial aid for and labor on behalf of Ms. Parr totaled \$1.4 Million (without considering inflation).

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- 8) On July 18, 2005, Mr. Larry Parr, on behalf of Arapahoe Storage Inc. and as General Partner of the Partnership, retained the law firm Chayet, Young, Dawson, Meegan & Danzo III, LLC. to draw up a legal and binding Lease Agreement. Arapahoe Storage Inc. would lease Parcels 21 and 22, which Ms. Parr transferred to the Partnership in 2000, and pay fair market rent to the Partnership. In exchange, the Partnership would allow full commercial use of Parcels 21 and 22, including the house, for a term coinciding with the 30 year life of the Partnership, until 2030, or until Ms. Parr's death, upon which the Partnership real estate would be transferred to the Trust. Moreover, the legally binding Lease contract was to assure the Larry W. Parr Living Trust, initiated in 2000, continued full and uninterrupted ingress/egress through the Partnership property, while protecting the legal rights of the Partnership and Arapahoe Storage Inc.
- 9) In the spring of 2005, Ms. Parr commissioned Mr. Larry Parr to locate a reputable attorney who was capable of 1.) writing a 30-year lease agreement between the Partnership and Arapahoe Storage Inc., 2.) properly amending the Partnership by transferring her 94% limited partnership to Mr. Larry Parr and 3.) properly amending her Trust making Mr. Larry Parr sole beneficiary of Parcels 21 and 22.
- 10) In March, 2006, 83 year old Ms. Parr was evaluated by Dr. Hazlehurst, upon the instructions of Mr. Rodney Snow, Esq., and was found "quite competent".
- 11) Before 2005, Mr. Larry Parr had never rented or leased property and, as a layperson, was naïve about matters concerning a legal and binding contracts. The highest level of education achieved by Mr. Larry Parr is high school graduation and the highest level of education completed by Ms. Emma Parr was 8th grade. Further, other than signing the Special Warranty Deed in which his mother, Ms. Parr, gifted him land, Mr. Larry Parr had no prior experience working with attorneys and believed that attorneys, as officers of the Court, were knowledgeable, honest and worked in the best interest of their clients.
- 12) Mr. John Malbachner, District Representative of Prudential Insurance Company, and Mr. Jim O'Leary, Attorney for the District of Prudential Insurance Company handled the financial matters of the Partnership since the beginning of the Partnership, and were familiar with the Partnership bylaws and were certainly well aware of the value of the Partnership's real estate. Additionally, they handled the financial matters of another Parr family partnership, the W. Parr Family Limited Partnership, which was established in 2000, by the father of Mr. Larry Parr and Mr. Dennis Parr. Mr. John Malbachner and Mr. Jim O'Leary recommended the law firm of Chayet Young Dawson Meegan & Danzo III, LLC. (now known as Chayet & Danzo, LLC.)
- 13) On July 6, 2005, Mr. Marco Chayet, Esq., Mr. Frank Danzo III, Esq. and Mr. Stephen Young, Esq. conducted a meeting at the office of the law firm Chayet, Young, Dawson, Meegan & Danzo III, LLC. to discuss corporate/business entities including the Emma Parr Trust No. 1 and the Partnership and the construction of a lease contract between the Partnership and Arapahoe Storage Inc. an RV storage business owned by Mr. Larry Parr. Also, in attendance were Mr. Larry Parr, his C.P.A., Mr. Michael Green, Mr. Dennis Parr and his C.P.A., Mr. Rod Hester, Mr. John Malbachner, District

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Representative of Prudential Insurance Company, and Mr. Jim O'Leary, Attorney for the District of Prudential Insurance Company.

- 14) During the meeting on July 6, 2005, Mr. Larry Parr declared to all in attendance that the Partnership real estate (Parcels 21 and 22) when combined with the Larry W. Parr Living Trust real estate was valued over \$6 Million based on a 2004, serious purchase offer by real estate land developer, Mr. Chauncey Dunn. Mr. Dennis Parr attested to this purchase offer during the meeting that upon discussion of Mr. Dunn's offer, all three Partnership partners agreed to decline the purchase offer.
- 15) On July 18, 2005, Mr. Larry Parr, on behalf of Arapahoe Storage Inc. and as General Partner of the Partnership, retained the law firm Chayet, Young, Dawson, Meegan & Danzo III, LLC. to draw up a legal and binding Lease Agreement. Arapahoe Storage Inc. would lease Parcels 21 and 22, which Ms. Parr transferred to Partnership in 2000, and pay fair market rent to the Partnership. In exchange, the Partnership would allow full commercial use of Parcels 21 and 22, including the house, for a term coinciding with the 30 year life of the Partnership, until 2030, or until Ms. Parr's death, upon which the Partnership real estate would be transferred to the Trust. Moreover, the legally binding Lease contract was to assure the Larry W. Parr Living Trust, initiated in 2000, continued full and uninterrupted ingress/egress through the Partnership property, while protecting the legal rights of the Partnership and Arapahoe Storage Inc.
- 16) This Lease was to be a fair and proper contract for the protection the Partnership and assurance to Mr. Parr and Arapahoe Storage Inc. the continued full and uninterrupted use of Ms. Parr's 4.2 acres, Parcels 21 and 22, and the right of access through her land for commercial use until Ms. Emma Parr's death, when, according to the purchase agreement between Ms. Parr and Mr. Larry Parr, Mr. Larry Parr would be sole beneficiary to Parcels 21 and 22.
- 17) Parcel 21 is "frontage" property with direct access to Union Avenue. Combined, Parcels 21 and 22 provide the only legal access recognized by the City of Englewood to 8 acres of commercial land owned by the Larry W. Parr Living Trust; (parcel 2077-08-4-00-023 (Parcel 23), parcel 2077-08-4-00-054 (Parcel 54), parcel 2077-08-4-00-083 (Parcel 83), and parcel 2077-08-4-00-030 (Parcel 30)). Without said access, the Larry W. Parr Living Trust property is legally landlocked and therefore, valueless. Further, without ingress/egress, Arapahoe Storage, Inc., owned and operated by Mr. Larry Parr, has no artery to provide its customers legal access to their recreational vehicles.
- 18) Between July 21, 2005 and December 31, 2005, Mr. Larry Parr paid the law firm Chayet, Young, Dawson, Meegan & Danzo III, LLC. a total of \$6,433.25 for the Lease and other legal work provided concerning Arapahoe Storage Inc. by Mr. Marco Chayet, Esq., Mr. Frank Danzo III, Esq. and Mr. Stephen Young, Esq.
- 19) The documents prepared on behalf of Arapahoe Storage Inc. by Mr. Marco Chayet, Esq., Mr. Frank Danzo III, Esq. and Mr. Stephen Young, Esq. does not address or in any way reflect the Lease contract between Arapahoe Storage Inc. and the Partnership. Further, Mr. Mark Yevoli, 49% stock holder of Arapahoe Storage Inc, was not included in the documents. These documents were filed

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by Sharon Pellowe, of the law firm Chayet, Young, Dawson, Meegan & Danzo III, LLC. on August 25, 2005.

- 20) On November 21, 2005, Mr. Frank Danzo III, Esq. in cooperation with Mr. Stephen Young, Esq. and Mr. Marco Chayet, Esq. and their associated law firm Chayet, Young, Dawson, Meegan & Danzo III, LLC. then located at 425 S. Cherry St., Denver, CO 80246, presented a 30-Year lease Contract (Lease) to Mr. Larry Parr as a completed and final document for his signature. In all the while they wrote up the Lease agreement, to Mr. Larry Parr's knowledge and belief, they never once met or consulted with Ms. Emma Parr, 94% limited partner of the Partnership.
- 21) Mr. Frank Danzo III, Esq. and Mr. Stephen J. Young, Esq. knowingly and willfully neglected and failed to exercise ordinary care, skill, and diligence in the performance of their legal services to Mr. Larry Parr, the Partnership and Ms. Emma Parr, and made glaringly obvious errors that a professional in their field should have never made as per the Affidavit of Larry Parr filed with the Clerk of Combined Court Arapahoe County, Colorado, November 2015, detailing the following;
- The Lease lacked a cover page that should have contained the authors' names, Mr. Frank Danzo III, Esq. and Mr. Stephen J. Young, Esq., and their firm's name, Chayet, Young, Dawson, Meegan & Danzo III, LLC.
 - The Lease is not a commercial lease, but actually based on a residential lease.
 - From the first meeting onward, Mr. Parr consistently instructed Mr. Frank Danzo III, Esq. and Mr. Stephen J. Young, Esq. to make the Lease a "triple net" to include property taxes, property insurance, utilities, and maintenance of the Partnership property. Contrary to his instructions, they omitted the obligation of Arapahoe Storage, Inc. to pay property insurance and taxes and the utilities for the Partnership property.
 - In spite of Mr. Parr making it known to all involved that the Lease must be at fair market value, they failed to make it so. In fact, Mr. Parr was willing to pay the Partnership any amount of rent (emphasis added) and on September 6, 2005, Michael Green, C.P.A. acknowledged this as he documented it in his December 14, 2005 billing statement.
 - Mr. Frank Danzo III, Esq. and Mr. Stephen J. Young, Esq. failed to disclose any explanation describing the purpose and the rationale of why the Lease was made for 30 years and why the rent was set so low at \$2,500 a year with a five percent increase per annum.
 - On the signature page, Mr. Frank Danzo III, Esq. and Mr. Stephen J. Young, Esq. neglected to include not only the date the lease was signed, but signature lines with dates for Emma Parr's and Dennis Parr's signatures, who had limited interests in the Partnership.
 - Mr. Frank Danzo III, Esq. and Mr. Stephen J. Young, Esq. failed to include a disclosure describing why the Lease was signed in 2005, and backdated to the year 2001. The conditions in which the

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Lease was backdated, is questionable and may have violated IRS tax laws.

- Mr. Frank Danzo III, Esq. and Mr. Stephen J. Young, Esq. further failed to address, explain or disclose how or why the Lease was a valid contract involving both Arapahoe Storage, a sole proprietorship formed in 1995, and Arapahoe Storage Inc., an "S" corporation formed in 2003; two separate entities acting as one and both doing business before 2005.
 - According to Mr. Frank Danzo III, Esq. and Mr. Stephen J. Young, Esq. the lease was copied from another client's lease. This was evidenced by erroneous reference to Denver County in paragraph 6 and then to "Kit Carson County" in paragraph 14 stating, "any legal proceedings instituted to enforce provisions of this lease shall be maintained and Kit Carson County in the state of Colorado." Both paragraphs should have referred to Arapahoe County. While this correction was made on my copy, it was never corrected on Mr. Yevoli's copy, which actually was a second coexisting Lease involving the same real estate.
 - Further, the two leases used different page layouts and different footnotes. There should have been only one Lease that included all of the required signatures on that one document.
 - The lease agreement reflected a conflict of interest because the responsible representative for each, the Partnership and Arapahoe Storage, Inc. was Mr. Larry Parr.
 - Mr. Frank Danzo III, Esq. and Mr. Stephen J. Young, Esq. also neglected to add a section to the Lease for legal notarization and validation.
- 22) Mr. Frank Danzo III, Esq. and Mr. Stephen J. Young, Esq. and Mr. Chayet, Esq. knowingly and willfully did not involve the 94% owner of the Partnership, Ms. Emma Parr which caused her harm and damages. As a matter of fact, Ms. Parr did approve the Lease and signed it on May 26, 2006, as witnessed by Mr. Roy Canfield.
- 23) Mr. Frank Danzo III, Esq. and Mr. Stephen J. Young, Esq. performed legal malpractice with the intent to deceive Mr. Larry Parr when they breached the standard of care. Reasonably prudent attorneys, acting under the same circumstances and with the level of care, skill, and diligence necessary to provide the same legal services, would not have made the same decisions and would certainly conclude that the decisions of Mr. Frank Danzo III, Esq. and Mr. Stephen J. Young, Esq. made, while constructing and writing up this Lease, were unethical.
- 24) On June 12, 2007, Judge Timothy Fasing appointed Mr. Marco Chayet, Esq. Guardian Ad Litem (GAL) of Ms. Emma Parr, who became a ward of the state in May, 2007. Mr. Larry Parr, who was Ms. Parr's guardian, conservator and trustee of the Emma Parr Trust No. 1, was not notified by Mr. Chayet or the Court of this appointment.
- 25) At the time of his appointment, Mr. Chayet knew or should have known that his acceptance of this appointment was a conflict of interest. Mr. Chayet failed to disclose with the Court his and his firm's

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previous relationship with the Partnership, in which Ms. Parr was 94% owner. Judge Fasing failed to inquire into the potential conflict created by Mr. Chayet's GAL appointment. Once his conflict of interest was exposed, Mr. Chayet withdrew as GAL and Judge Fasing approved his withdrawal on August 21, 2007.

- 26) In May, 2011, a suit was initiated against Mr. Larry Parr by Jennifer Gormley, Esq. In the ensuing trial May 25, 2011, trial Mr. Larry Parr was accused of writing the Lease himself and was deaminized as self-dealing with the intention of depriving Ms. Emma Parr and the Partnership of rental money.
- 27) Judge Timothy Fasing who presided over Case Number 2007PR579 and Case Number 2011PR828 ruled the Lease invalid.
- 28) On November 16, 2011, without the protection of a legitimate Lease, Arapahoe Storage Inc. was evicted from the Partnership property resulting in loss of business revenue, income for Mr. Larry Parr and the loss of reputation of both Mr. Larry Parr and his business, Arapahoe Storage Inc.
- 29) On August 15, 2013, Parcels 21 and 22 of the Partnership property was sold by Ms. Tamra Palmer, Esq., Court assigned Trustee of the Emma Parr Trust No.1, at 68% of appraised value, at a loss of \$335,000 to the Partnership. The sale of the property was directly related to the failure of the Lease and the fraud upon Mr. Larry Parr by Mr. Frank Danzo III, Esq. and Mr. Stephen J. Young, Esq.
- 30) As a result of the sale, the real estate of the Larry W. Parr Living Trust property became landlocked and worthless.
- 31) On July 31, 2013, Ms. Palmer was forced to step down from her position as conservator and trustee of the trust due to a conflict of interest involving Ms. Palmer and her business partner, Ms. Gormley, as they were both involved in Case Number 2007PR579 and Case Number 2011PR828.
- 32) When Ms. Palmer was removed from her position, Mr. Marco Chayet, again, in another conflict of interest, accepted Ms. Palmer's vacated position of trustee. Again, Judge Fasing assigned him this position. When his conflict of interest was discovered, he again, had to withdraw from his position as Trustee of the Emma Parr Trust No. 1.
- 33) Again, at the time of this appointment, Mr. Chayet knew or should have known that his acceptance of this appointment was a conflict of interest. Mr. Chayet failed to disclose with the Court his and his firm's previous relationship with the Partnership, and Judge Fasing failed to inquire into the potential conflict created by Mr. Chayet's trustee appointment.
- 34) Additionally, as a direct consequence of the Lease, a \$2.2 million judgement was entered against Arapahoe Storage Inc., and Mr. Larry Parr (and fraudulently against Larry W. Parr Living Trust) by Judge Fasing on April 30, 2015. Consequently, Mr. Larry Parr had no resort but to file Chapter 11 Bankruptcy which has subsequently been converted to Chapter 7 Bankruptcy.

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35) Mr. Larry Parr relied upon the representations made by Mr. Marco Chayet, Esq., Mr. Frank Danzo III, Esq. and Mr. Stephen J. Young, Esq. who exercised deception, collusion and purposeful incompetence. Because of this reliance, Mr. Larry Parr suffered significant actual economic injury amounting to nearly \$11 Million, as summarized below:

Estimated Cash Losses:	
Devaluation of Arapahoe Storage Inc.; became a landlocked business due to corrupted lease	\$ 2,478,000.00
Devaluation of the real estate property owned by the Larry W. Parr Living Trust (landlocked)	\$ 2,299,535.69
Loss of rightful inheritance of the E. Parr Family Limited Partnership real estate*	\$ 1,900,000.00
6-year loss of revenue of Arapahoe Storage Inc. (Approximately \$104,000/yr)	\$ 624,000.00
Attorney's fees for defending the 30-Year lease, the Partnership and Larry Parr	\$ 300,000.00
Real estate purchase/investment of Parcels 21 & 22 by Larry Parr and as agreed by Emma Parr**	\$ 1,400,000.00
April 30, 2015, Judgment Order	\$ 1,949,070.79
2.5 Years Loss of income from June, 2017 through December, 2019 (at \$288,000/year)	\$ 720,000.00
	\$ 11,670,606.48
*Per 2014 Windslow Construction Company purchase offer	
**Available at Emmastears.com: Audio recordings of Emma Parr	

36) On March 17, 2016, Mr. Larry Parr sent a letter, via certified mail, to Mr. Chayet and Mr. Danzo III, regarding the Lease and the consequences suffered by Mr. Parr. Mr. Chayet and Mr. Danzo III had 14 days to respond to Mr. Parr's letter. Their lack of response makes it **blatantly clear and proves that they criminally intentionally deceived Mr. Parr. As a direct result of their criminal and surreptitious actions, Mr. Parr suffered severe duress and financial harm of at least \$11,670,606.48.**

37) Mr. Chayet, Esq., Mr. Frank Danzo III, Esq. and Mr. Stephen J. Young, Esq. committed fraud on their client, Mr. Larry Parr. The lease prepared by them involved a claim brought against Mr. Parr based on their intentional deception during the preparation of the Lease. When the Lease was entered as evidence upon which Judge Fasing ruled against Mr. Parr, the fraud committed by Mr. Frank Danzo III, Esq. and Mr. Stephen J. Young, Esq. and Mr. Chayet, Esq. became their Fraud upon the Court.

38) "Fraud upon the court" makes void the orders and judgments of that court. It is also clear and well-settled law that *any attempt to commit "fraud upon the court" vitiates the entire proceeding. The People of the State of Illinois v. Fred E. Sterling*, 357 Ill. 354; 192 N.E. 229 (1934) ("The maxim that fraud vitiates every transaction into which it enters applies to judgments as well as to contracts and other transactions."); *Allen F. Moore v. Stanley F. Sievers*, 336 Ill. 316; 168 N.E. 259 (1929) ("The maxim that fraud vitiates every transaction into which it enters ..."); *In re Village of Willowbrook*,

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37 Ill.App.2d 393 (1962) ("It is axiomatic that fraud vitiates everything."); *Dunham v. Dunham*, 57 Ill. App. 475 (1894), affirmed 162 Ill. 589 (1896); *Skelly Oil Co. v. Universal Oil Products Co.*, 338 Ill. App. 79, 86 N.E.2d 875, 883-4 (1949); *Thomas Stasel v. The American Home Security Corporation*, 362 Ill. 350; 199 N.E. 798 (1935). When any officer of the court has committed "fraud upon the court", the orders and judgment of that court are void, of no legal force or effect. A court may at any time set aside a judgment for after discovered fraud upon the court. *Hazel-Atlas Glass v. Hartford*, Out of deference to the deep rooted policy in favor of the repose of judgments... courts of equity have been cautious in exercising their power [in upsetting judgments]. But when the occasion has demanded, where enforcement of the judgment is 'manifestly unconscionable' . . . they have wielded the power without hesitation." *Hayden v. Rumsey Products*, 196F.Supp.988 (W.D.N.Y. 1951).

**"When there are too many coincidences in a story being told one can believe there are lies and cover-ups" - Laurence Smith
(In this case as part of Collusion and Fraud upon the Court)**

Fraud upon the Court

Fraud

Conspiracy to Commit Fraud

Slander

Defamation of Character

Wire Fraud

Violation of Fiduciary Duties

Violation of Fiduciary Trust

Violation of Personal Jurisdiction

5-54-121 Tampering with a public record (a) A person commits the offence of tampering with a public record if, with the purpose of impairing the verity, legibility, or availability of a public record, he or she knowingly(1) Makes a false entry in or falsely alters any public record; or (2) erases, obliterates, removes, destroys, or conceals a public record.(B) (1) (A)Tampering with a public record is a Class C Felony if the public record is a court record. (B) Tampering with a public record is a Class B Felony if the public record is a court record and the person broke into any building or structure with the intent of tampering.(2) Otherwise, tampering with a public record is a Class D Felony.

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List of Exhibits -

Exhibit 1: Affidavit of Larry Parr – Re: Marco Chayet, Esq. and Rodney Snow, Esq.

Exhibit 2: Lease Agreement between The E. Parr Limited Family Partnership, Larry Parr as General Partner, Emma Parr and Arapahoe Storage Inc.

Exhibit 3: Lease Agreement between The E. Parr Limited Family Partnership, Mark Yevoli, Emma Parr and Arapahoe Storage Inc.

Exhibit 4: Agreement Between Larry Parr, Emma Parr and Roy Canfield

Exhibit 5: Statement by Colorado State Senator Laura Woods

Exhibit 6: April 30, 2015, Judgment Order against Larry Parr for \$1,949,070.79 by Judge Fasing

Exhibit 7: March 17, 2016, Letter to Marco Chayet, Esq. and Frank Danzo III, Esq. Re: Consequences and Damages suffered by the E. Parr Family Limited Partnership, Emma Parr, Larry Parr and Arapahoe Storage

Exhibit 8: Aerial Photograph of Arapahoe Storage as it existed in 2005 on the leased property of the E. Parr Partnership property and the Larry W. Parr Living Trust property and which was assumed protected under the 2005 "Lease Agreement" as written by the Law Firm of Chayet and Danzo LLC

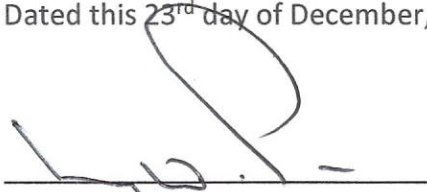
Exhibit 9: "Home Page" Screen print for EmmasTears.com which contains 5 additional pages including audio recordings of Emma Parr who describes in her own words what happened beginning November, 2005, once the Lease created by the Law Firm of Chayet and Danzo LLC was signed by Larry Parr

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Please direct all correspondence to the following. Thank You:


Larry W. Parr
P.O. Box 1152
Englewood, CO 80110
e-mail: mr.larryparr@gmail.com

Dated this 23rd day of December, 2019



Mr. Larry Parr

Subscribed and sworn before me this 23 day of December, 2019.



Notary Public

My Commission Expires 04/30/2023



Filed

NOV 24 2015

2011PR828 ESTATE OF EMMA PARR

DIVISION 21

Clerk of the Combined Court
Arapahoe County, Colorado

**AFFIDAVIT OF LARRY W. PARR - RE: MARCO CHAYET, ESQ. AND RODNEY SNOW,
ESQ.**

COUNTY OF ARAPAHOE)

)

STATE OF COLORADO)

THE AFFIANT Larry Parr, do hereby state and affirm, under penalty of Perjury, as follows:

1. I declare, in 1995, Emma Parr, my mother and I entered into an agreement for the purpose of assuring my continued full and uninterrupted commercial ingress/egress and access through the property she then owned consisting of 4.2 acres. The legal description of this property is 2077-08-4-00-021 (Parcel 21), with a house and 2077-08-4-00-022 (Parcel 22) located at 2690 W. Union Avenue, Englewood, Colorado. This agreement also assured me the continued full and uninterrupted use of the house on Parcel 21 as my business office and Parcel 22 for my RV storage business.
2. I declare, in the summer of 2005, my mother and I sought a referral from Prudential Insurance Company for a qualified attorney to prepare a 30 year lease agreement [Lease] between the E. Parr Family Limited Partnership [Partnership], established by Emma Parr in 2000, and Arapahoe Storage Inc., my business, for a term of 30 years to coincide with section 1.4 of the Partnership that states "unless otherwise terminated, this Partnership shall commence as of the date of the filing of the Certificate of the Limited Partnership, and shall continue for a period of thirty (30) years."¹

¹E. Parr Family Limited Partnership

3. I declare before 2005, I had never rented or leased property and other than the Special Warranty Deed in which my mother gifted land to me, and had never read a contract concerning property. I had little to no prior experience working with attorneys or what should typically be contain within legal documents and I was naïve about matters concerning lease agreements.
4. I declare John Malbachner, District Representative of Prudential Insurance Company, and Jim O'Leary, Attorney for the District of Prudential Insurance Company, who handled the Partnership, recommended Marco Chayet, and Frank Danzo, of the law firm of Chayet Young Dawson Meegan & Danzo, LLC.
5. I declare in the summer of 2005, the initial meeting was held at the office of Chayet Young Dawson Meegan & Danzo, LLC, then located at 425 S. Cherry St., Denver, CO 80246, and was attended by Marco Chayet, Esq., Frank Danzo, Esq., John Malbachner, Jim O'Leary, Dennis Parr, with his C.P.A., Rod Hester, and me, with my C.P.A., Michael Green to commence drafting the Lease.
6. Thereafter, and until its completion, Marco Chayet and Frank Danzo worked closely with Michael Green, on behalf of Larry Parr, and Rod Hester, on behalf of Dennis Parr, during the creation of the Lease as demonstrated through written correspondence.^{2 3 4} As demonstrated through the written correspondence documents, Dennis Parr and Rod Hester, were fully involved in the preparation of the Lease and approved of the completed agreement.
7. An attorney/client relationship existed whereby I sought and received the advice and assistance of Marco Chayet, Esq., Frank Danzo, Esq. of the firm Chayet Young Dawson Meegan & Danzo, LLC. on behalf of Arapahoe Storage Inc. and the Partnership in the legal matter concerning the construction of the Lease. I recognized Marco Chayet and Frank Danzo as competent and

² Letter from Michael Green to Larry Parr, September 24, 2005

³ Email conversation among Michael Green, Rod Hester, and Frank Danzo, October 13, 2005

⁴ Email conversation among Michael Green, Rod Hester, and Frank Danzo, November 4, 2005

qualified Officers of the Court trusted their decisions while constructing the Lease.

8. Marco Chayet and Frank Danzo failed to exercise ordinary care, skill, and diligence in the performance of their legal services to me; and unethically and deliberately prepared an unprofessional and undefendable Lease⁵ (Exhibit 1) that was open to attack in the legal proceedings involved in Case No. 2011PR828, and ultimately lead to the eviction of my business in 2012, and the sale of Parcels 21 and 22 in 2013, by Tamra Palmer. As a result, the sale landlocked the property of the Larry W. Parr Living Trust property and consequently, a \$2.2 million judgement was entered against Arapahoe Storage Inc., and me (and fraudulently against Larry W. Parr Living Trust) by Judge Fasing on April 30, 2015. The ultimate consequence is that I had no resort but to file Chapter 11 Bankruptcy which has subsequently been converted to Chapter 7 Bankruptcy.
9. I declare my intention for this Lease agreement was fairness to the Partnership, Arapahoe Storage Inc., and ultimately, to my mother, Emma Parr.
10. Marco Chayet and Frank Danzo neglected to add a cover page for the Lease that should have documented the names of Marco Chayet and Frank Danzo, as creators of the Lease and their name of the firm, to Chayet Young Dawson Meegan & Danzo, LLC.
11. Marco Chayet and Frank Danzo failed my intention to make this Lease triple net, including property tax and insurance, utilities and maintenance of the Partnership property.
12. Marco Chayet and Frank Danzo deliberately failed to set this lease at fair market value and convinced Rod Hester, Dennis Parr and Michael Green that a fair and proper lease payment for the Partnership property was \$2,500 per year with a 5% increase per annum with triple net lease.
13. I declare that on several occasions, I instructed all involved to make this Lease fair market value. On September 6, 2005,

⁵ 30 Year Lease Agreement, signed November 21, 2005

Michael Green documented my willingness "to pay any amount of rent,"⁶ In his letter dated September 24, 2005,⁷ Michael Green stated that I instructed him to use \$5,000/year rent for the Lease; Marco Chayet and Frank Danzo still deliberately set the rent at half of this amount, leaving the Lease open to attack in any legal proceedings.

14. Marco Chayet and Frank Danzo deliberately failed to include any explanation for the purpose and the reasoning of why the Lease term was 30 years and why the rent was only \$2,500 a year with a five percent increase per annum, leaving the Lease open to attack in any legal proceedings.
15. Marco Chayet, Frank Danzo, Michael Green, and Rod Hester had numerous conversations^{8 9 10} and all agreed: (1) The Lease should be backdated to the year 2000, to coincide with the creation of the Partnership. (2) The intent of the Partnership was to preserve the property as an investment and further discussed how to structure the Lease "to comply with the stated objective of the partnership." (3) The Lease reflected fair market values. On November 4, 2005, Frank Danzo stated, "Steve is only waiting on the final fair market values for the leases to plug in." (Steven Young, Esq. was one of the partners of Chayet Young Dawson Meegan & Danzo, LLC.)
16. By the completion of the Lease agreement on November 21, 2005, Arapahoe Storage Inc., remitted to the firm Chayet Young Dawson Meegan & Danzo, LLC, \$6,433.25 for their advice, assistance and the creation of the agreement. This was a contractual relationship that was expressly created by a written contract that is implied from the emails from Frank Danzo, Esq. and his actions and the actions of Marco Chayet, Esq. I have a

⁶ Michael Green' billing statement, December 14, 2005

⁷ Letter from Michael Green to Larry Parr, September 24, 2005

⁸ Letter from Michael Green to Larry Parr, September 24, 2005

⁹ Email conversation among Michael Green, Rod Hester, and Frank Danzo, October 13, 2005

¹⁰ Email conversation among Michael Green, Rod Hester, and Frank Danzo, November 4, 2005

reasonable belief, which is induced by the representations or conduct of Marco Chayet and Frank Danzo that I was being represented by them and an attorney/client relationship existed.

17. I declare I signed the Lease as General Partner of the Partnership, and President of Arapahoe Storage Inc., on November 21, 2005. The exact same day I signed the Lease, I opened the Partnership checking account with Wells Fargo Bank with a deposit of \$2,500,¹¹ and followed it with a second deposit, on December 30, 2005, of a check for \$10,000 from Mark Yevoli, as partner of Arapahoe Storage Inc. (Exhibit 3)
18. Marco Chayet and Frank Danzo backdated the lease to the year 2000, and deliberately omitted any discussion or explanation within the lease to explain the reasoning as to why it was backdated. With this in mind, they failed to further address the ambiguous situation of the changed status of Arapahoe Storage during this time; from 1995 through 2003, the company was operated as a proprietorship until it became an "S" corporation in 2003, leaving the Lease open to attack in any legal proceedings.
19. On the signature page, they deliberately omitted the date the lease was signed and signature lines and dates for Emma Parr's and Dennis Parr's signatures, who had limited interests in the Partnership, leaving the Lease open to attack in any legal proceedings.
20. As Marco Chayet and Frank Danzo determined, the only signatures required on the Lease were those of the General Partner of the Partnership and the representative of Arapahoe Storage Inc., This created a conflict of interest because the responsible representative for each, the Partnership and Arapahoe Storage Inc., was me, leaving the Lease open to attack in any legal proceedings.

¹¹ Deposits to Wells Fargo Bank for 30 Year Lease Agreement, Nov. 21, 2005 and Dec. 30, 2005

21. Marco Chayet and Frank Danzo deliberately neglected to add a section to the Lease for legal notarization to validate this document, leaving the Lease open to attack in any legal proceedings. Attorneys who specialize in partnerships, trusts, and leases, as they advertise, would never fail to omit this vital and necessary validation.
22. The completed Lease from Marco Chayet and Frank Danzo, originally stated under Item 14, "Any legal proceedings instituted to enforce provisions of this lease shall be maintained in Kit Carson County in the state of Colorado." I declare that I noticed this error, Frank Danzo told me that the verbiage of this Lease was simply copied from another client's lease and that he would make the changes. This error was never corrected on the original lease document given to Mark Yevoli¹² (Exhibit 3) to sign as co-owner of Arapahoe storage, whose name should have been added, as well as Emma Parr's name, on a *one and only* original lease. The fact that two versions of the Lease coexisted, left the Lease open to attack in any legal proceedings
23. Between February, and April, 2006, I contacted Marco Chayet and Frank Danzo five times regarding this error before it was corrected on April 5, 2006.¹³ While this correction was made on my copy, it was never corrected on Mark Yevoil's. Marco Chayet and Frank Danzo deliberately made it appear as though a layperson, copied someone else's lease in an attempt to create a self-dealing vessel. Marco Chayet and Frank Danzo prepared two copies of the exact same lease document; one with for signature of Mark Yevoli, as owner of Arapahoe Storage Inc., and one for the signature of Larry Parr, as owner of Arapahoe Storage Inc. All of the required signatures for this lease document should have been on *one document*. Further, the two leases use different

¹² 30 year lease agreement signed by Mark Yevoli

¹³ Notes from Larry Parr to Marco Chayet and Frank Danzo, February 20th - April 4, 2006

page layouts and different footnotes, which again, create a non-professional appearance.

24. Throughout the course of Case No. 2011PR828, the Lease, as it was written by Marco Chayet, Tamra Palmer, the former 18th Judicial District Public Administrator, who was appointed Trustee of the Emma Parr Trust No. 1 by Judge Fasing in 2011, attacked the validity of the Lease, by stating it was a self-dealing vessel and that the Lease appeared to be created in 2005, and retroactive back to 2001. She declared that it was absolutely not a fair market value lease, that the Lease appeared, on its face, to benefit Larry Parr over Emma Parr and that "Larry Parr had a conflict of interest at the time he was making those leases."¹⁴
25. Tamra Palmer objected to the Lease term stating that this Lease goes from January 1, 2001, until December 31, of 2031, which is not a reasonable amount of time.¹⁵
26. She objected to the rate of rent since the Lease provided \$2,500 a year for rent, with a five percent increase per annum and that 30 years is a long time to value a lease at \$2,500 a year. "It's really low."
27. Tamra Palmer found fault with the signatures on the Lease. She stated, "Larry Parr is acting as a General Partner, signs on behalf of the Partnership he also signs as the owner of Arapahoe Storage Inc.," She continued to say that Emma Parr's signature on the Lease was dated May, 26, 2006 and that, to her "looks like an afterthought, there's no line for her." Palmer also objected that the Lease was not signed by Dennis Parr who was the other Limited Partner.
28. Tamra Palmer also had a problem as to why two copies of the exact same Lease document were made; one with the signature of Mark Yevoli as owner of Arapahoe Storage and the other signed by Larry Parr as owner of Arapahoe Storage. "If you have a 30-year

¹⁴ Transcript: May 25, 2011: p. pages 44-47, 50 and 72

¹⁵ *ibid*

lease, why would you resign it, if it was a valid lease to begin with? We have two leases that's signed by different people."

29. Tamra Palmer contested that the Leases "were signed by a company that presumably in 2001, didn't exist." Her contention was based on the fact that when the RV storage company first began, it was operated as a proprietorship by Larry Parr using the name Arapahoe Storage, D.B.A. Arapahoe Storage Inc., became incorporated in 2003. The Lease agreement was made Arapahoe Storage Inc., and the Partnership in 2005.
30. Tamra Palmer asserted that Larry Parr failed his fiduciary responsibility when he had the Lease agreement made because (1) "Larry is acting as a fiduciary for his mother, and is also an owner." (2) "It's dated January 1 of 2001 with a footnote stating it was created in 2005." (3) "This lease certainly benefits him [Larry Parr]. I think it is -- definitely falls under self-dealing." (4) "He could have had somebody else approve this lease besides himself. He probably, or he should have probably had someone value what that lease [was]." (5) "Larry Parr wanted more of the profits from his own business."
31. Judge Fasing concurred with Tamra Palmer's assertions that the lease was invalid and annulled it. This left Arapahoe Storage Inc. and me vulnerable to further litigation and damages amounting at this time, to over \$2.2M.
32. The firm Chayet Young Dawson Meegan & Danzo, LLC had a reasonable amount of time, over 4 months, to consider their options. In the course of the four months, Frank Danzo, with the assistance of Steve Young, Esq., completed the Lease. During that entire time, they were supplied with all of Emma Parr's estate documents and tax returns. Also, during these four months, Larry Parr informed Frank Danzo that a serious purchase offer of \$6 million was made in 2004, from a land developer, Chauncey Dunn, for the Partnership property and the Larry W. Parr Living Trust property. (Larry had presented this offer in a Partnership meeting in 2004, to both Emma Parr and Dennis Parr and all were in agreement to decline the offer.)

33. Marco Chayet and Frank Danzo breached their attorney-client contract with me. While they certainly were competent to write a binding and legal lease contract, they committed a wrong when they failed to disclosed conflicts of interest in the completed lease; they also failed their obligation to inform me about fair market values and other pertinent matters, and betrayed confidentiality.
34. Marco Chayet and Frank Danzo had several options for the conditions of the lease available to them. I exhibited that I was open to this agreement and I included Dennis Parr and his C.P.A. in the preparation. I was extremely flexible with regard to the amount of rent ultimately for the benefit of Emma Parr, my mother.
35. Marco Chayet and Frank Danzo performed legal malpractice when they breached the standard of care; a reasonably prudent attorney acting under the same circumstances and with the level of care, skill, and diligence necessary to provide the same legal services, would not have made the same decisions and would certainly conclude that the decisions of Marco Chayet and Frank Danzo, while constructing this agreement, were unethical.
36. Marco Chayet and Frank Danzo were malfeasant and unethical in their duty to me, Arapahoe Storage Inc., and the Partnership and ultimately Emma Parr when they purposely misrepresented me and deliberately made the final copy of the 30 year lease to appear as though I, a layperson, and not a reputable law firm, wrote it through self-dealing motives and efforts. Marco Chayet and Frank Danzo misrepresented me when they wrote this lease to make it look as though I prepared this Lease to take advantage of my elderly mother; which never happened.
37. Marco Chayet and Frank Danzo committed fraud because Arapahoe Storage Inc., the Partnership, and I relied on their competency and loyalty to their attorney/client relationship.
38. I declare that Marco Chayet and Frank Danzo were presented the original Partnership agreement for review by Michael Green, C.P.A., who was provided this agreement in September, 2005, for

the purpose of writing a 30 Year Lease [Lease]. Marco Chayet and Frank Danzo took possession of the Partnership agreement and kept it at their office for reference and they were the only persons who had possession of the Partnership and the Trust in the time from September through mid-December, 2005.

39. The office of Chayet Young Dawson Meegan & Danzo, LLC, was located at 425 S. Cherry St., Denver, CO 80246, in 2005. Also located at this same address, was the office of Dixon & Snow PC. It is a fact that Marco Chayet and Rodney Snow were, at least, acquaintances.
40. I declare that only one set of original documents existed for each; the Emma Parr Trust No. 1 [Trust] and the E. Parr Family Limited Partnership [Partnership]. To my knowledge and belief, neither Dennis Parr, my brother, nor I had possession of either of these two documents or any copies of them and to my knowledge and belief, during the time between September, 2005, and January, 2006, no copies existed for the Partnership and for the Trust. And, according to Emma Parr's desire, these original documents were always kept in the fireproof safe.
41. I declare that during the time the 30 Year Lease Agreement was being written by Chayet Young Dawson Meegan & Danzo, LLC, I informed Frank Danzo of a serious purchase offer for the Partnership property and the Larry W. Parr Living Trust property (consisting of 8 acres) in the amount of \$6 million was made in 2004, by land developer, Chauncey Dunn.
42. I declare that throughout the preparation of the Lease, Dennis claimed he did not have a copy of the Partnership. It was only through me, with my mother's permission, that Marco Chayet and Frank Danzo had the Partnership document; I never supplied Rodney Snow this document. Therefore, the only way Rodney Snow could have received a copy of the Partnership was through Marco Chayet and Frank Danzo.
43. On November 28, 2005, Rodney Snow, of Dixon & Snow P.C. met Emma Parr for the first time to "discuss the Partnership" . . .

"among other things."¹⁶ I declare that Emma did not have the Partnership document on this day because it was still in the possession of Marco Chayet and Frank Danzo.

44. During the hearing on April 6, 2015, Rodney Snow, testified that he reviewed the Partnership in late November, 2005,¹⁷ and according to his billing,¹⁸ the actual date was November 28, 2005. Since Emma Parr did not have the Partnership agreement with her to discuss it with Rodney Snow, on Monday, November 28, 2005, the only way Rodney Snow could have had access to the Partnership agreement was through the complicity of Marco Chayet and Frank Danzo.
45. In March, 2006, Rodney Snow filed Case No. 2007CV3199 naming Emma Parr as Plaintiff, when in reality, he was working for and on behalf of Dennis Parr, and therefore initiated a fraudulent suit against me.
46. I declare that Frank Danzo admitted to me that he knew it was Dennis Parr, not Emma Parr, who was initiating suit against me through Rodney Snow. The fraudulent preparation of this lease would have given Rodney Snow the same vehicle to remove Arapahoe Storage Inc., from the Partnership property in 2006, as it did Tamra Palmer in 2012, when she succeeded in evicting my business from the property.
47. The attorneys at Chayet Young Dawson Meegan & Danzo, LLC breached their fiduciary duty through collusion and by putting their interests or at least Dennis Parr's interest, ahead of mine, as their client, and that of Arapahoe Storage Inc., and the Partnership and ultimately, Emma Parr.
48. I believe there was/is a fraudulent conspiracy and collusion between Marco Chayet, Frank Danzo and Rodney Snow (and possibly others.)

¹⁶ Transcript: Testimony of Rodney Snow; April 6, 2015, p. 20

¹⁷ Transcript: Testimony of Rodney Snow; April 6, 2015, p. 20

¹⁸ Billing Statement: Rodney Snow, November 28, 2005

49. It is documented in my OBJECTION TO THE INFORMAL PROBATE OF THE LAST WILL AND TESTIMENT OF EMMA PARR, DATED NOVEMBER 28, 2005, filed with Case No. 2011PR828 on October 29, 2015, that Rodney Snow and Dennis Parr colluded together to induce 83 year old Emma Parr, an At-risk Elder, to sign fabricated and fraudulent documents solely for their intention to control her estate through fraud, duress and undue influence.
50. Rodney Snow had 14 days to respond to the above said Objection, which included six exhibits that clearly testify to and expose his malfeasance, and unethical and criminal behavior. His lack of response makes **it blatantly clear and proves that Dennis Parr and Rodney Snow colluded together to embezzled money and valuables from Emma Parr, an At-risk Elder. Victim Emma Parr trusted them and so knowing, they deliberately fabricated documents and intentionally misrepresented the contents of the document they coerced her to sign. As a direct result of their criminal and surreptitious actions, Emma Parr suffered duress and financial harm of over \$100,000.**
51. Marco Chayet's voracious and greedy appetite for the \$6 million estate was left wanting in 2005, and 2006. In 2007, when Dennis Parr and Rodney Snow began another coup to control the Estate of Emma Parr through Dennis' application for guardianship and conservatorship of my mother, Marco Chayet automatically put himself in the position as my mother's GAL as part of the coup. However, he was forced to withdraw from this position once his conflict of interest was exposed. In 2013, when Tamra Palmer, Court assigned Trustee was forced to withdraw from her position due to conflict of interest, Marco Chayet once again attempted to position himself as Trustee of the Emma Parr estate. Again, he was forced to withdraw due to conflict of interest.
52. The above affidavit is presently being submitted to various local, State and Federal law enforcement agencies for criminal prosecution.

Dated this 24th day of November, 2015, by the Affiant, Mr. Larry Parr.



/s/Larry Parr

Subscribed and sworn before me this 24th day of November, 2015



Notary Public

My Commission expires: 10/28/17

<p>PRISCILLA SANDOVAL Notary Public State of Colorado Notary ID: 20134068145 My Commission Expires Oct. 28, 2017</p>

CERTIFICATE OF SERVICE

I hereby certify that I mailed (via US Mail first class prepaid) a true and correct copy of this Affidavit and Exhibits to the following persons on November 24, 2015:

Senator Laura Woods:
c/o P.O. Box 740388
Arvada, CO 80006

Arapahoe County District Court
c/o: Chief Justice Carlos Samour
Arapahoe County Justice Center
7325 S. Potomac Street Centennial, CO 80112

Mr. George H. Brauchler, Esq.
Office of the District Attorney
6450 S. Revere Parkway
Centennial, CO 80111

Mr. Simon Rodriguez, Esq.
US Trustee
P.O. Box 3624
Denver, CO 80236

Mr. Marco Chayet, Esq.
650 S Cherry St,
Denver, CO 80246

Mr. Rodney Snow, Esq.
455 Sherman St. #400
Denver, CO 80203

Mr. Martin Plank, Esq.
3900 Mexico Ave. Suite 1300
Denver, Colorado 80210

Mr. Dennis Parr
2727 W. Union Avenue,
Englewood, CO 80110

Mr. William Schmidt, Esq.
1900 16th Street, Suite 1200
Denver, Colorado 80202

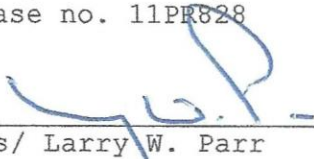
Pearson & Paris, P.C.
14142 Denver West Parkway,
Suite 200 Building 51,
Lakewood, Co. 80401

Mr. Harlan Loving
574 Mohawk Road
McPherson, Kansas 67460

Mr. Tony Dean
734 Moccasin Road
McPherson, Kansas 67460

Ms. Judy Simmons
P.O. Box 3067
Monument, CO 80123

Arapahoe County District Court Clerk personally served on Clerk
Case no. 11PR828



/s/ Larry W. Parr

INDEX OF EXHIBITS

Exhibit 1; 30 Year Lease agreement signed by Larry Parr

Exhibit 2; 30 Year Lease agreement signed by Mark Yevoli

Exhibit 3; Deposits to Wells Fargo Bank for 30 Year Lease Agreement,
Nov. 21, 2005 and Dec. 30, 2005

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), made and entered into this 1st day of January, 2001, by and between E. Parr Family Limited Partnership, a Colorado family limited partnership date December 11, 2000, whose principal place of business is 2710 W. Union Ave., Englewood, CO 80110, (hereinafter referred to as "Lessor"), and Arapahoe Storage, Inc., a Colorado corporation whose principal place of business is 2690 W. Union Ave., Englewood, CO 80110, hereinafter referred to as "Lessee". Lessor and Lessee shall be individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

1. PREMISES, ADJOINING PREMISES, TERM, RENT AND PAYMENT.

(A) Lessor hereby leases and demises unto Lessee the premises located at 2690 W. Union Ave., Englewood, CO 80110 (the "Premises"). The Premises, known and described as set forth in Exhibit A attached hereto, made a part hereof, includes approximately three (3) acres of land. Additionally, Lessor grants to Lessee access across its property adjoining the Premises (the "Adjoining Property"), for the purpose of making full and uninterrupted use of the Premises.

(B) TO HAVE AND TO HOLD the same, together with all appurtenances, unto Lessee, for the term beginning January 1, 2001, and ending December 31, 2031 (the "Initial Term" or "Term"), at and for an annual rental rate of two thousand five hundred and 00/100 Dollars (\$2,500.00) ("Rent"), plus interest at five percent (5%) per annum. This Lease shall automatically renew on an annual basis at the end of the Initial Term and on such renewal, the Rent shall increase by five percent (5%) annually.

(C) The Lessee covenants to pay on July 1 of each year to Lessor the Rent plus interest due, on July 1 of each year for the first one-half (1/2) Term. The Lessee covenants to pay on January 1 of each year to Lessor the Rent plus interest due, on January 1 of each year for the second one-half (1/2) Term. Payment shall be made on the first of each month during the Term hereof, to the Lessor at 2690 W. Union Ave., Englewood, CO 80110, or at such place as Lessor from time to time designates by notice as provided herein.

The Lessee shall pay the Rent plus interest when due and payable, without any setoff, deduction or prior demand whatsoever. Any payment by Lessee or acceptance by Lessor of a lesser amount than shall be due from Lessee to Lessor shall be treated as payment on account. The acceptance by Lessor of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Lessor may accept such check without prejudice to any other rights or remedies which Lessor may have against Lessee.

2. **MAINTENANCE OF PREMISES.** Lessee shall, unless herein specified to the contrary, maintain the Premises in good repair during the Term of this lease, except in the event of damage arising from an act or the negligence of Lessor, its agents or employees. Lessor shall have the right to enter the Premises at reasonable times for the purpose of making necessary inspections and repairs or maintenance. Lessor shall maintain the Adjoining Property in professional manner and with a business appearance, as to not effect Lessee's business or use. Lessee shall have the right to enter the Adjoining Property to insure that it is maintained in a professional and business-like manner. Lessor shall compensate Lessee if loss of business occurs due to lack of maintenance on the Adjoining Property.

3. **PROPERTY TAXES:** Tenant shall also be responsible for annual payment of the property taxes on the Premises in proportion to its percentage of use of the whole property. Tenant's Rent shall be reduced by the amount of such property taxes paid.

4. **LESSOR'S OWNERSHIP.** Lessor warrants and represents itself to be the owner of, or the authorized representative or agent of the owner of, the Premises in the form and manner as stated herein, and during the Term of this Lease covenants and agrees to warrant and defend Lessee in the quiet, peaceable enjoyment and possession of the Premises.

5. **LEASE ASSIGNMENT.** The Parties shall not assign this lease, without the prior written consent of Lessor. Notwithstanding the foregoing, Lessee may sublet all or part of the Premises without the prior written consent of Landlord.

6. **APPLICABLE LAW.** This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Colorado. The Parties agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in the County of Arapahoe, State of Colorado.

7. **COMPLETE AGREEMENT.** This Lease, including all exhibits, supersedes any and all prior written or oral agreements and there are no covenants, conditions or agreements between the parties except as set forth herein. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever unless embodied herein in writing.

8. **BENEFIT AND SUCCESSORS.** This Agreement will be solely for the benefit of, and will be enforceable under its terms by the Parties hereto or their respective successors, heirs and assigns. This Agreement shall be enforced under the terms herein, by any successor, heir or assigns of Lessor. This Agreement shall be enforced in the event that Lessor dissolves.

9. **CAPTIONS, CONSTRUCTION, AND LEASE EFFECT.** The captions and headings used in this Lease are for identification only, and shall be disregarded in any construction of the lease provisions. All of the terms of this Lease shall inure to the benefit of and be binding upon the respective heirs, successors, and assigns of both the Lessor and the Lessee. If any provision of this lease shall be determined to be invalid, illegal, or without force by a court of law or rendered so by legislative act then the remaining provisions of this lease shall remain in full force and effect.

10. **NOTICE.** Any notice required or permitted by this lease may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

LESSOR:

E. Parr Family Limited Partnership
2690 W. Union Ave.
Englewood, CO 80110

LESSEE:

Arapahoe Storage, Inc.
2690 W. Union Ave.
Englewood, CO 80110

Notice of change of address shall be treated as any other notice.

11. **HOLDING OVER.** If Lessee shall fail to vacate the Premises upon expiration or sooner termination of this Lease, Lessee shall be a month-to-month Lessee and subject to all the laws of the State of Colorado applicable to such tenancy. The Rent to be paid by Lessee during such continued occupancy shall be the same being paid by Lessee as of the date of expiration or sooner termination. Lessor and Lessee each hereby agree to give the other Party at least thirty (30) days written notice prior to termination of this holdover tenancy.

12. **SECURITY DEPOSIT.** Lessee shall not be required to remit a security deposit to Lessor.

13. **LESSEE'S INSURANCE.** Lessee shall at its sole cost and expense, obtain insurance on its inventory, equipment, and all other personal property located on the leased Premises against loss resulting from fire or other casualty. The Lessee shall have the right to provide such insurance under a self-insurance program, or, at any time during the Term of this Lease, to provide such insurance through an insurance company.

14. **CONSTRUCTION:** Words and phrases contained herein, including the acknowledgment, are to be construed as in the singular or plural and in the appropriate gender according to their context. This Lease agreement shall be interpreted and construed according to the laws of the State of Colorado. Any legal proceeding instituted to enforce provisions of this lease shall be maintained in Arapahoe County in the State of Colorado.

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement on the day and year first above written.

LESSOR:

E. PARR FAMILY LIMITED PARTNERSHIP, a Colorado family limited partnership

By [Signature]

Title General Partner

Emma Parr

May 26 - 2006

LESSEE:

ARAPAHOE STORAGE, INC., a Colorado corporation

By [Signature]

Title owner

EXHIBIT A

Legal Description

Parcel:

BEG 194 FT E OF NW COR OF NE 1/4 OF SE 1/4 OF SEC 8 TH S 291.7 FT TH E 206 FT TH N 291.8 FT TH W 210 FT TO BEG EX RDS 8-5-68

And

Parcel:

BEG AT A PT 291.6 FT S OF NW COR OF NE 1/4 OF SE 1/4 SEC 8-5-68 TH E 404 FT TH S 320 FT, TH W 404 FT, TH N 320 FT TO BEG 8-5-68

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), made and entered into this 1st day of January, 2001, by and between E. Parr Family Limited Partnership, a Colorado family limited partnership date December 11, 2000, whose principal place of business is 2710 W. Union Ave., Englewood, CO 80110, (hereinafter referred to as "Lessor"), and Arapahoe Storage, Inc., a Colorado corporation whose principal place of business is 2690 W. Union Ave., Englewood, CO 80110, hereinafter referred to as "Lessee". Lessor and Lessee shall be individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

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(B) TO HAVE AND TO HOLD the same, together with all appurtenances, unto Lessee, for the term beginning January 1, 2001, and ending December 31, 2031 (the "Initial Term" or "Term"), at and for an annual rental rate of two thousand five hundred and 00/100 Dollars (\$2,500.00) ("Rent"), plus interest at five percent (5%) per annum. This Lease shall automatically renew on an annual basis at the end of the Initial Term and on such renewal, the Rent shall increase by five percent (5%) annually.

(C) The Lessee covenants to pay on July 1 of each year to Lessor the Rent plus interest due, on July 1 of each year for the first one-half (1/2) Term. The Lessee covenants to pay on January 1 of each year to Lessor the Rent plus interest due, on January 1 of each year for the second one-half (1/2) Term. Payment shall be made on the first of each month during the Term hereof, to the Lessor at 2690 W. Union Ave., Englewood, CO 80110, or at such place as Lessor from time to time designates by notice as provided herein.

The Lessee shall pay the Rent plus interest when due and payable, without any setoff, deduction or prior demand whatsoever. Any payment by Lessee or acceptance by Lessor of a lesser amount than shall be due from Lessee to Lessor shall be treated as payment on account. The acceptance by Lessor of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Lessor may accept such check without prejudice to any other rights or remedies which Lessor may have against Lessee.

2. **MAINTENANCE OF PREMISES.** Lessee shall, unless herein specified to the contrary, maintain the Premises in good repair during the Term of this lease, except in the event of damage arising from an act or the negligence of Lessor, its agents or employees. Lessor shall have the right to enter the Premises at reasonable times for the purpose of making necessary inspections and repairs or maintenance. Lessor shall maintain the Adjoining Property in professional manner and with a business appearance, as to not effect Lessee's business or use. Lessee shall have the right to enter the Adjoining Property to insure that it is maintained in a professional and business-like manner. Lessor shall compensate Lessee if loss of business occurs due to lack of maintenance on the Adjoining Property.

3. **PROPERTY TAXES:** Tenant shall also be responsible for annual payment of the property taxes on the Premises in proportion to its percentage of use of the whole property. Tenant's Rent shall be reduced by the amount of such property taxes paid.

4. **LESSOR'S OWNERSHIP.** Lessor warrants and represents itself to be the owner of, or the authorized representative or agent of the owner of, the Premises in the form and manner as stated herein, and during the Term of this Lease covenants and agrees to warrant and defend Lessee in the quiet, peaceable enjoyment and possession of the Premises.

5. **LEASE ASSIGNMENT.** The Parties shall not assign this lease, without the prior written consent of Lessor. Notwithstanding the foregoing, Lessee may sublet all or part of the Premises without the prior written consent of Landlord.

6. **APPLICABLE LAW.** This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Colorado. The Parties agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in the City and County of Denver, State of Colorado.

7. **COMPLETE AGREEMENT.** This Lease, including all exhibits, supersedes any and all prior written or oral agreements and there are no covenants, conditions or agreements between the parties except as set forth herein. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever unless embodied herein in writing.

8. **BENEFIT AND SUCCESSORS.** This Agreement will be solely for the benefit of, and will be enforceable under its terms by the Parties hereto or their respective successors, heirs and assigns. This Agreement shall be enforced under the terms herein, by any successor, heir or assigns of Lessor. This Agreement shall be enforced in the event that Lessor dissolves.

9. **CAPTIONS, CONSTRUCTION, AND LEASE EFFECT.** The captions and headings used in this Lease are for identification only, and shall be disregarded in any construction of the lease provisions. All of the terms of this Lease shall inure to the benefit of and be binding upon the respective heirs, successors, and assigns of both the Lessor and the Lessee. If any provision of this lease shall be determined to be invalid, illegal, or without force by a court of law or rendered so by legislative act then the remaining provisions of this lease shall remain in full force and effect.

10. **NOTICE.** Any notice required or permitted by this lease may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

LESSOR:

E. Parr Family Limited Partnership
2690 W. Union Ave.
Englewood, CO 80110

LESSEE:

Arapahoe Storage, Inc.
2690 W. Union Ave.
Englewood, CO 80110

Notice of change of address shall be treated as any other notice.

11. **HOLDING-OVER.** If Lessee shall fail to vacate the Premises upon expiration or sooner termination of this Lease, Lessee shall be a month-to-month Lessee and subject to all the laws of the State of Colorado applicable to such tenancy. The Rent to be paid by Lessee during such continued occupancy shall be the same being paid by Lessee as of the date of expiration or sooner termination. Lessor and Lessee each hereby agree to give the other Party at least thirty (30) days written notice prior to termination of this holdover tenancy.

12. **SECURITY DEPOSIT.** Lessee shall not be required to remit a security deposit to Lessor.

13. **LESSEE'S INSURANCE.** Lessee shall at its sole cost and expense, obtain insurance on its inventory, equipment, and all other personal property located on the leased Premises against loss resulting from fire or other casualty. The Lessee shall have the right to provide such insurance under a self-insurance program, or, at any time during the Term of this Lease, to provide such insurance through an insurance company.

14. **CONSTRUCTION:** Words and phrases contained herein, including the acknowledgment, are to be construed as in the singular or plural and in the appropriate gender according to their context. This Lease agreement shall be interpreted and construed according to the laws of the State of Colorado. Any legal proceeding instituted to enforce provisions of this lease shall be maintained in Kit Carson County in the State of Colorado.

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement on the day and year first above written.

LESSOR:

E. PARR FAMILY LIMITED PARTNERSHIP, a
Colorado family limited partnership

By _____

Title _____

General Partner

LESSEE:

ARAPAHOE STORAGE, INC., a Colorado
corporation

By _____

Title _____

Owner

EXHIBIT A

Legal Description

Parcel:

BEG 194 FT E OF NW COR OF NE 1/4 OF SE 1/4 OF SEC 8 TH S 291.7 FT TH E 206 FT TH N 291.8 FT TH W 210 FT TO BEG EX RDS 8-5-68

And

Parcel:

BEG AT A PT 291.6 FT S OF NW COR OF NE 1/4 OF SE 1/4 SEC 8-5-68 TH E 404 FT TH S 320 FT, TH W 404 FT, TH N 320 FT TO BEG 8-5-68

AGREEMENT

I EMMA PARR REINSTATE LARRY PARR AS THE GENERAL PARTNER OF THE E. PARR PARTNERSHIP, AND AGREE TO THE THIRTY YEAR LEASE AGREEMENT TO ARAPAHOE STORAGE INC. AS PREPARED BY THE LAW FIRM OF DANZO AND ASSOC. IN 2005 FOR THE PROPERTY AT 2690 W. UNION AVE. ENGLEWOOD, CO. 80110

LEGAL PROPERTY DESCRIPTION, PARCEL: Beg 194 FT E OF NW COR OF NE 1/4 OF SE 1/4 OF SEC 8 TH S 291.7 FT TH E 206 FT TH N 291.8 FT TH W 210 FT TO BEG EX RDS 8-3-68 AND PARCEL: BEG AT A PT 291.6 FT S OF NW COR OF NE 1/4 OF SE 1/4 SEC 8-3-68 TH E 404 FT TH S 320 FT TH W 404 FT TH N 320 FT TO BEG 8-3-68

I EMMA PARR REQUESTED LARRY PARR TO TALK AND WORK OUT AN AGREEMENT PERTAINING TO THE RENTAL OF THE PROPERTY AND THE BUSINESS OF ARAPAHOE STORAGE INC. ON MAY 25, 2006. I AGREED TO THE TERMS AND THE ARRANGMENT BETWEEN US.

I EMMA PARR UNDERSTAND THAT IF I NEED MONETARY ASSISTANCE FOR HEALTH CARE LARRY WILL PROVIDE.

CASE NO. 2006CV1399 I DID NOT INITIATE THE CIVIL ACTION NOR DO I WANT IT TO CONTINUE.

DATE

May 26 2006

EMMA PARR

Emma Parr

LARRY W. PARR

Larry W. Parr

WITNESS: ROY CANFIELD

Roy C. Canfield

EXHIBIT 4

Laura J. Woods
State Senator

State Capitol
200 E. Colfax Avenue
Denver, Colorado 80203
laura.woods.senate@state.co.us



COMMITTEES

Member of:
Business, Labor and Technology
Education
Appropriations

SENATE
STATE OF COLORADO
DENVER

Larry Parr
(Sent via email)

August 15, 2016

Dear Larry,

I wanted to send a letter to let you know the latest happenings in our fight against what I see as absolute corruption in the probate court system in Colorado.

The FBI continues their investigation on behalf of several of the families. They have made great progress in the Delta County case and have so far prevented the senior from being isolated. I continue to connect the FBI with new victims of this terrible system.

I am working hard on getting re-elected so I can fight this corruption with legislation in the next legislative session. Until then, we do see some progress.

After Judge Fasing resigned late last year, now we have a new judge in Arapahoe County, Judge Theresa Slade, assigned to clean up the corruption in the probate court, and so far she has asked to see all of the cases that your group have been complaining about, to no avail. I know she was sent a letter with the case numbers, including Case No. 2011PR828, which is your case. This new judge is swearing that they are going to do things differently in Arapahoe County from now on.

To date, members of the group have been very impressed in listening to Judge Slade speak. She seems concerned and genuine and authentic. As always, anyone's words are only as good as their actions, so time will tell how committed she is and how much power she has to undo some of what's been done. It was a great start when she listened to and heard some of the victims speak.

There is also a new Magistrate Judge there, whose name is H. Clay Hurst.

I do hope if the Arapahoe County judge and/or magistrate find corruption, that that will give you an opportunity to refute the misleading and false statements that were made against you by the court-appointed fiduciaries in your case. I hope that others in the group will have an opportunity for overturned rulings, as well, and perhaps some of them may clear their good names of false accusations made by the same court-appointed fiduciaries.

EXHIBIT 5

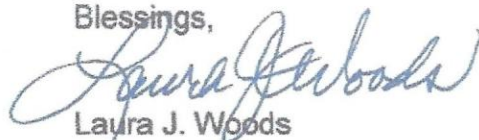
The issue certainly centers around elder abuse, which is a common thread among all of the participants in your group. Those of you who have fought for your elders' rights have suffered because of a corrupt system that allowed and condoned public officials to malign the truth and turn the table of justice against you, resulting in absolute annihilation for almost all of you.

I know there are ongoing activist activities, too, such as picketing and marches, etc. This is good, as it will keep the public's attention on the problem.

I know your case has moved into bankruptcy court, and I do hope that you are finding fairness there. At the very least, I hope the bankruptcy judge will consider any findings the new Arapahoe County judge makes.

I hope you are hanging in there, Larry. I know you've been dealt an awful blow by this whole process, and I look forward to continuing to help in any way I can.

Blessings,

A handwritten signature in blue ink that reads "Laura J. Woods". The signature is written in a cursive, flowing style.

Laura J. Woods
Senator, District 19
P.O. Box 740388
Arvada, CO 80006
720-588-0522

DATE FILED: April 30, 2015

CASE NUMBER: 2011 PR 828

DATE FILED: April 17, 2015 2:57 PM

DISTRICT COURT, ARAPAHOE COUNTY, COLORADO
7325 South Potomac Street
Centennial, CO 80112

IN THE MATTER OF THE TRUST OF:

EMMA PARR, Deceased, as Settlor for THE EMMA PARR TRUST NUMBER ONE, and EMMA PARR, a Protected Person/Ward, Petitioner,

and

DENNIS PARR, Plaintiff-Intervenor/Petitioner,

v.

LARRY PARR, ARAPAHOE STORAGE, INC., and the LARRY PARR LIVING TRUST, Defendants/Respondents,

and

PATTI JONES, MARLINE PARR, BERNIE LEWIS, DIANE LEWIS, TINA HARDING, RAY ROBL, HARLAN LOVING, and TONY DEAN LOVING, Interested Persons.

COURT USE ONLY

Counsel for Plaintiff-Intervenor Dennis Parr

W. Randolph Barnhart, Esq.
Melissa Hailey, Esq.
Antonio Bates Bernard
Professional Corporation
3200 Cherry Creek Drive, Suite
Denver, Colorado 80209
Ph: (303) 733-3500
Fax: (303) 733-3555
rbarnhart@abblaw.com
mhailey@abblaw.com

Martin J. Plank, Esq.
Martin J. Plank, P.C.
3900 E. Mexico Avenue,
Suite # 1300
Denver, Colorado 80210
Ph: (303) 584-0990
Fax: (303) 584-0995
mplank@dnvrlaw.com

Case No: 2011 PR 828

Division: 21

JUDGMENT

The Court enters Judgment in favor of Plaintiff-Intervenor Dennis Parr and against Defendants Larry W. Parr, individually, the Larry W. Parr Living Trust, and Arapahoe Storage, Inc., jointly and severally, in the following amount:

EXHIBIT 6

I.

Breach of Fiduciary Duty - Loss of RV Rental Property Income

<u>Yearly Loss of Income</u>	<u>Dates of Loss</u>	<u>Amount</u>
\$110,000.00	8/3/2006 - 8/15/2013	\$770,000.00*

*See exhibit 1 attached hereto

II.

Breach of Fiduciary Duty-Loss of Income - Emma Parr Residence

<u>Yearly Loss of Income</u>	<u>Dates of Loss</u>	<u>Amount</u>
\$18,000.00	5/11/2007 - 8/15/2013	\$126,000.00**

** See exhibit 2 attached hereto

III.

Surcharge - Supervised Visitation, Guardian Fees, Conservator Fees, Attorney Fees, and Cost Incurred by Estate in Defense of Defendant Larry Parr's Claims, Brought in Bad Faith (Does Not Include Legitimate Debts of the Estate)

Attorney Fees*** See Exhibits 3 & 4 Attached hereto with Calculations of Surcharge

<u>Total Amount of Fees</u>	<u>Dates of Loss</u>
\$375,254.52	8/16/13 to Present

IV.

<u>Pre-Judgment Interest</u>	<u>Amount</u>
<u>Exhibits 1 & 2</u>	
Rental Income - RV	\$458,810.16
Rental Income - Residence	\$186,423.69

Costs, Supervised Visitation, Guardian Fees, Conservator Fees, and Attorney Fees

\$52,582.51****

****See Exhibit 5 Surcharge Calculations

V.

Total - Not Including Fees Incurred by Plaintiff-Intervenor Dennis Parr in
Prosecution of His Claims

\$1,949,070.79

Principal and Interest as of April 17, 2014.....\$1,949,070.79

TL Fasing
DISTRICT COURT JUDGE
April 30, 2015.

March 17, 2016

Marco Chayet, Esq.
Frank Danzo III, Esq.
650 S Cherry Street,
Suite 710
Denver, CO 80246

Dear Mr. Chayet and Mr. Frank Danzo:

This letter is to address the consequences and damages suffered by the E. Parr Family Limited Partnership (Partnership), Arapahoe Storage Inc., the Larry W. Parr living trust, Mark Yevoli, my business partner, myself and especially, Emma Parr resulting from the 30-Year Lease (Lease) written by you and to implore you to right the wrongs committed due to this indefensible Lease.

As you may recall, my mother, Emma Parr, and I entered into an agreement in 1995, whereby she agreed to accept as satisfaction of full payment the 1980 Land Development, the 1995 Land Improvement and the other improvements I made to her property as well as my continued financial support of her since 1978, totaling approximately \$1.4 Million for the ultimate purchase of parcel 2077-08-4-00-021 (Parcel 21) that included a house and Parcel 2077-08-4-00-022 (Parcel 22), commonly known as 2690 W. Union Avenue, Englewood, Colorado. Parcel 21 has frontage access to Union Avenue and without access through Parcels 21 and 22, the real estate owned by the Larry W. Parr Living Trust is landlocked.

In consideration of this purchase agreement between my mother and me, she intended to enforce a 30-Year Lease (to coincide with the Partnership) to assure me of continued full and uninterrupted ingress/egress for commercial use through Parcels 21 and 22, including my business's right to use Parcel 21, including the house as my business office, and Parcel 22 for my business until my mother's death. It was her intention and part of her fulfillment of her 1995 contract with me, whereby upon her death, the real estate held by the Partnership, Parcels 21 and 22, would be transferred to me and I would inherit the critical frontage land and access of those parcels (4.2 acres).

In 2005, both my mother and I, who were naïve about legal matters, hiring attorneys, contracts and leases, consulted with John Malbachner, District Representative of Prudential Insurance Company, and Jim O'Leary, Attorney for the District of Prudential Insurance Company who handled the Partnership, regarding a qualified attorney to prepare the Lease. They both highly recommended you and your firm, Chayet Young Dawson Meegan & Danzo, LLC because you are specialists in estate planning and know how to protect a family's assets and assure how they are distributed as they choose.

You may recall the initial meeting held in the summer of 2005, at your office at 425 S. Cherry St., Denver, CO 80246 which was attended by you both, Mr. Malbachner, Mr. O'Leary, Mr. Dennis Parr, with his C.P.A., Mr. Rod Hester, and me, with my C.P.A., Mr. Michael Green with the intentions of attaining a legal and binding commercial lease designed to protect the legal rights of both, the Partnership and Arapahoe Storage Inc. and the interests of the partners of the Partnership, and therefore, my mother and me. Thereafter, and until the completion of the Lease, you worked closely with Mr. Green and Mr. Hester during the creation of the Lease as demonstrated through email correspondence.

EXHIBIT 7

An attorney/client relationship was established and existed between you and your firm and me whereby I sought and received your advice, assistance and the creation of a 30-Year lease between the Partnership and Arapahoe Storage Inc. I recognized you both as competent and qualified Officers of the Court and trusted your directions and decisions while constructing the Lease.

Before 2005, I had never rented or leased property and other than the Special Warranty Deed in which my mother, Emma Parr, gifted land to me had ever read a contract concerning property. I relied on your competency and loyalty to our attorney/client relationship and completely relied upon your legal expertise.

By the completion of the 30 year Lease agreement in November, 2005, I, through Arapahoe Storage Inc. paid your firm, Chayet Young Dawson Meegan & Danzo, LLC, \$6,433.25 for your consultation, advice, assistance and the creation of the agreement.

I now believe that with regard to the Lease, you both failed to exercise ordinary care, skill, and diligence in the performance of your legal services to the Partnership, Arapahoe Storage Inc. and me:

- 1 The Lease lacked a cover page that should have contained your names and you firm's name.
- 2 I believe that the Lease is not a commercial lease, but actually based on a residential lease.
- 3 From our first meeting onward, I consistently instructed you to make the Lease a "triple net" to include property taxes, property insurance, utilities, and maintenance of the Partnership property. Contrary to my instructions, you omitted the obligation of Arapahoe Storage, Inc. to pay property insurance and taxes and the utilities for the Partnership property.
- 4 In spite of my making it known to all involved that the Lease must be at fair market value, you failed to make it so. In fact I was willing to pay the Partnership any amount of rent and on September 6, 2005, Michael Green, C.P.A. acknowledged this as he documented it in his December 14, 2005 billing statement.
- 5 You failed to disclose any explanation describing the purpose and the rationale of why the Lease was made for 30 years and why the rent was set so low at \$2,500 a year with a five percent increase per annum.
- 6 On the signature page, you neglected to include not only the date the lease was signed, but signature lines with dates for Emma Parr's and Dennis Parr's signatures, who had limited interests in the Partnership.
- 7 You failed to include a disclosure describing why the Lease was signed in 2005, and backdated to the year 2001. I now believe backdating a lease, in itself, is illegal.
- 8 You further failed to address, explain or disclose how or why the Lease was a valid contract involving both Arapahoe Storage, a sole proprietorship formed in 1995, and Arapahoe Storage Inc., an "S" corporation formed in 2003; two separate entities acting as one and both doing business before 2005.
- 9 The lease was copied from another client's lease, as reported to me by Mr. Danzo. This was evidenced by erroneous reference to Denver County in paragraph 6 and then to "Kit Carson County" in paragraph 14 stating, "any legal proceedings instituted to enforce provisions of this lease shall be maintained and Kit Carson County in the state of Colorado." Both paragraphs should have referred to Arapahoe County. While this correction was made on my copy, it was never corrected on Mr. Yevoli's copy, which actually was a second coexisting Lease involving the same real estate.
- 10 Further, the two leases used different page layouts and different footnotes. There should have been only one Lease that included all of the required signatures on that one document.

- 11 The lease agreement reflected a conflict of interest because the responsible representative for each, the Partnership and Arapahoe Storage, Inc. was me, Larry Parr.
- 12 You also neglected to add a section to the Lease for legal notarization and validation.

You had several options available for the conditions of the Lease. I did demonstrate to you that I was open to this Lease agreement, I included Dennis Parr and his C.P.A. in the preparation, and I was extremely flexible with regard to the amount of rent to be paid for the Lease that would ultimately benefit my mother, Emma Parr. Further, you had a reasonable amount of time, over 4 months, to consider your options and you were supplied the documents necessary to complete the Lease in a timely manner.

I believe you were malfeasant in your duty to me, Arapahoe Storage, Inc., the Partnership and ultimately Emma Parr by misrepresenting me and deliberately making the Lease appear as though it was written by myself, a layperson, and not by a reputable law firm, with the intention of taking advantage of my elderly mother through self-dealing motives and efforts.

I believe you and your firm breached your attorney-client contract with me. While you certainly were competent to write a binding and legal lease contract, you committed a wrong when you failed to disclose to me and the others involved the conflicts of interest in the completed Lease: (1) Under your instructions, I signed the Lease as General Partner of the Partnership, and President of Arapahoe Storage Inc. (2) When I signed the Lease as President of Arapahoe Storage Inc., I was also acting as a fiduciary as Trustee of my mother's trust, the Emma Parr Trust Number 1. You also failed your obligation to inform me about fair market values and other pertinent matters.

This 30-Year Lease was relentlessly and venomously attacked in Court by all the opposing counsel, especially Tamra Palmer, who instrumentally used this Lease as a vehicle for the eviction of Arapahoe Storage, Inc. from Parcels 21 and 22 in the years 2011 through 2013. Further, this Lease was the precursor to the sale of the Partnership property, the very same property this lease was intended to protect. The sale adversely impacted Arapahoe Storage Inc., a business of 18 years, resulting in a critical loss of revenue.

I believe you and your firm performed legal malpractice when you breached the standard of care. A reasonably prudent attorney acting under the same circumstances and with the level of care, skill, and diligence necessary to provide the same legal services, would not have made the same decisions and would certainly conclude that the decisions you made while constructing this Lease were unethical.

You failed to exercise ordinary care, skill, and diligence in the performance of your legal services to me; and unethically and deliberately prepared an unprofessional and undefendable Lease that was open to attack in the legal proceedings involved in Case No. 2011PR828, and ultimately lead to the eviction of my business in 2012, and the sale of Parcels 21 and 22 in 2013, by Tamra Palmer.

As a result, the sale landlocked the property of the Larry W. Parr Living Trust property and consequently, a \$2.2 million judgement was entered against Arapahoe Storage Inc., and me (and fraudulently against Larry W. Parr Living Trust) by Judge Fasing on April 30, 2015. The ultimate consequence is that I had no resort but to file Chapter 11 Bankruptcy which has subsequently been converted to Chapter 7 Bankruptcy.

Because of my reliance on you and your firm and the undefendable Lease agreement, crafted by you, I have suffered significant actual economic injury amounting to nearly \$8.8 Million, as summarized below:

Estimated Cash Losses:

Devaluation of Arapahoe Storage Inc., a now landlocked business	\$ 2,478,000.00
Devaluation of the real estate property owned by the Larry W. Parr Living Trust (landlocked)	\$ 2,299,535.69
Loss of rightful inheritance of the E. Parr Family Limited Partnership real estate*	\$ 1,900,000.00
4 year Loss of revenue of Arapahoe Storage Inc. (approximately \$104,000 per year)	\$ 416,000.00
Attorney's fees for defending the 30-Year Lease, the Partnership and Larry Parr	\$ 300,000.00
Parcel 21 & 22 Property Purchase Investment (as per Emma Parr and Larry Parr)	<u>\$ 1,400,000.00</u>
	\$ 8,793,535.69

*Per 2014 Windslow Construction Company purchase offer

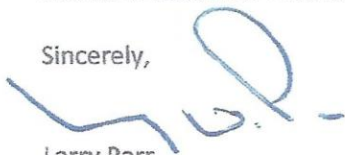
Court assigned Officials accused me in Court of writing the 30-Year Lease myself; of course, it was written and prepared by you, but because of your negligence, their accusation was believed by the Court and held as true. Because of the Lease, I have also suffered character assignation as a self-dealing corrupt man who would stop at nothing to cheat my mother out of financial support. The Lease you prepared was the vessel through which Arapahoe Storage, Inc. was evicted and the Partnership property was sold.

I now come to you to use your skills and power to right the wrongs that resulted because of the 30-Year Lease you wrote in 2005. I am asking you for restitution in the form of restoration of my character and reputation and to reverse the illegal sale of the Partnership property. I purchased that property for \$1.4 Million from my mother, Emma Parr, and that property, Parcels 21 and 22, was rightfully mine to inherit and was supposed to be protected by the Lease between Arapahoe Storage Inc. and the Partnership.

This is a highly serious and urgent matter. I am in imminent risk of losing the Larry W, Parr Living Trust real estate, Parcels 23, 54 and 83, consisting of 8 acres and consequently my business, Arapahoe Storage Inc., because Bankruptcy Court has contracted with Tyler Smith, Vice President of Cassidy Turley Real Estate, to sell the property. The property has been shown and buyers are showing interest in it.

I need to have a written response from you by April 1, 2016, stating your intentions and anticipated course of action for restitution.

Sincerely,



Larry Parr
2710 W. Union Avenue
Englewood, CO 80110
720.353.6077

7034 1200 0000 0980 3036

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com.

DENVER, CO 80246

OFFICIAL USE

Postage	\$3.45
Certified Fee	\$2.80
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$6.45
	\$12.70

03/17/2016

Sent to
MARCO CHAYET
Street, Apt. No.,
or PO Box No. **650 S. CHERRY ST #710**
City, State, ZIP+4
DENVER, CO, 80246

PS Form 3800, August 2006 See Reverse for Instructions

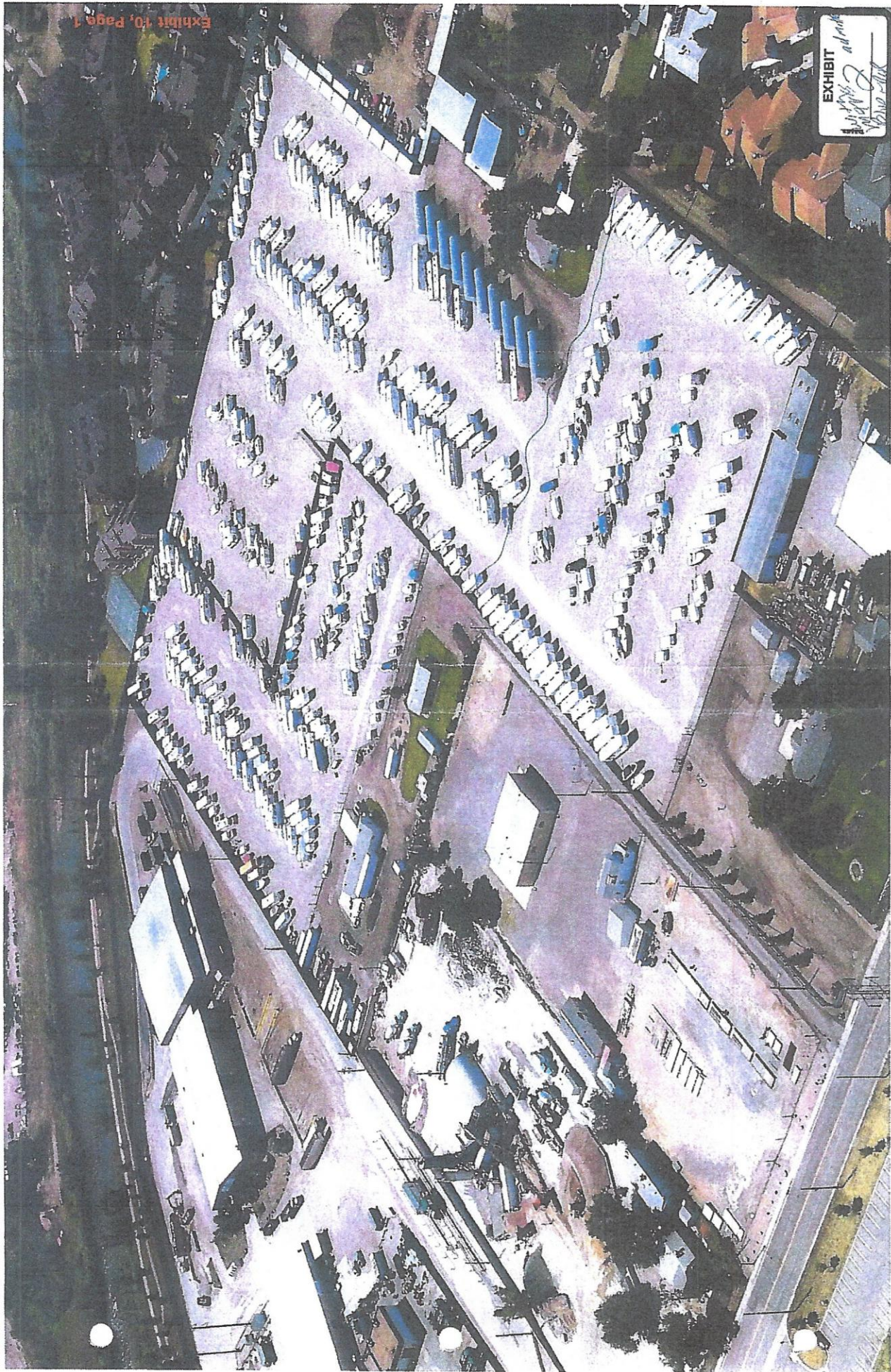


Exhibit 10, Page 1

EXHIBIT
2
10/10/10
10/10/10

EXHIBIT 8

-Emma-

13 days ago

In Her Own Words, Memorialized: Emma's Side of her Story

Visit: emmastears.com

Emma's Tears

- A story of Elder Abuse including:
- Guardianship
 - Nursing Facilities
 - Elder Law Attorneys
 - Estate Planning Attorneys
 - (Also, Probate Judges)



27

TRACKS
1:41:10



Follow **-Emma-** and others on SoundCloud.

Create a SoundCloud account Sign in



Replace your tracks with Pro

Make changes to your stats without losing your stats

0:00 -4:55



-Emma-

6 - 2006 04 RE Dennis' Plan To Setup L...

with Emma revealing her point of view of the abuse that was inflicted upon her by Dennis Parr and his counsel and their conspiracy to gain control of a \$10 Million estate. These recordings uncover the truth of Emma's pain and agony

Show more ▾

- | | | | |
|--|----|--|------|
| | 1 | 1 - 2006 01 25 Emma Was Uninformed O... | ▶ 13 |
| | 2 | 2 - 2006 03 17 Emma Had No Communic... | ▶ 7 |
| | 3 | 3 - 2006 04 Emma Recalls The Dec 5, 20... | ▶ 7 |
| | 4 | 4 - 2006 04 RE Conversation With Bank ... | ▶ 5 |
| | 5 | 5 - 2006 04 RE Questioning Dennis Abo... | ▶ 6 |
| | 6 | 6 - 2006 04 RE Dennis' Plan To Setup La... | ▶ 7 |
| | 7 | 7 - 2006 04 RE Emma Never Received A... | ▶ 5 |
| | 8 | 8 - 2006 04 RE Emma's Confrontation O... | ▶ 6 |
| | 9 | 9 - 2006 04 RE Snow's Inetrriation Of E... | ▶ 6 |
| | 10 | 10 - 2006 05 26 RE Emma Signs Lease ... | ▶ 4 |

Playlists from this user

View all



-Emma-

One of Several: Dennis Parr's Death...



-Emma-






Judge Fasing's Findings

Go mobile



Language: English (US)

EXHIBIT 9

-  11 11 - 2006 05 24 RE Dennis Wanted Emm... ▼ 1
-  12 12 - 2006 06 Emma Learns Of Exploitat... ▼ 1
-  13 13 - 2006 07 16 (Dennis' Birthday Tomo... ▼ 0
-  14 14 - 2006 06 Emma Afraid For Her Life ... ▼ 1
-  15 15 - 2006 06 RE Her Concern For Her S... ▼ 0