

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

Plaintiff/Petitioner - Appellant,

Case No. 19CV336

LARRY PARR

v.

LAW FIRM OF CHAYET AND DANZO LLC

MARCO CHAYET, ESQ.

FRANK DANZO III, ESQ.

STEPHEN J. YOUNG

LAW FIRM OF DIXON & SNOW LLC

RODNEY SNOW, ESQ.

JERRE DIXON, ESQ.

Defendant/Respondent, Appellee.

Division 21

VERIFIED COMPLAINT

Movant's Summarized VERIFIED COMPLAINT is summarized as follows:

JURISDICTION AND VENUE

1. The Gentleman Larry as Appellant LARRY PARR is a resident of Arapahoe County and this court has jurisdiction over the parties and the subject matter of this proceeding.

PARTIES

2. THE OFFICE OF CHAYET, YOUNG, DAWSON, MEEGAN, AND DANZO LLC (THE OFFICE OF CHAYET) was located at 425 S. Cherry St., Suite 300, Denver, Colorado in 2005 and employed defendants MARCO CHAYET, FRANK DANZO III, and STEPHEN J. YOUNG since at least the beginning of the year 2005.
3. THE OFFICE OF CHAYET has since been dissolved and THE LAW FIRM OF CHAYET AND DANZO LLC curranty employ defendants MARCO CHAYET and FRANK DANZO III located at 650 S. Cherry St., Suite 710, Denver, Colorado,
4. The present address of defendant STEPHEN J. YOUNG is unknown to Movant.

- 1 5. THE LAW FIRM OF DIXON & SNOW LLC (DIXON & SNOW) was previously located at
2 425 S. Cherry St., Suite 1000, Denver, Colorado since at least the beginning of the year
3 2005.
- 4 6. DIXON & SNOW is presently located at 455 Sherman St., Suite 400, Denver, Colorado
5 and has employed defendants RODNEY SNOW and JERRE DIXON.
- 6 7. JOHN MALBACHNER was District Representative of Prudential Insurance Company
7 located in DTC Denver, Colorado handled the E. PARTNERSHIP and the W.
8 PARTNERSHIP from 2000 to 2006.
- 9 8. JIM O'LEARY was Attorney for the District of Prudential Insurance Company located in
10 DTC Denver, Colorado handled the E. PARTNERSHIP and the W. PARTNERSHIP
11 from 2000 to 2006.
- 12 9. In the five years prior to LARRY PARR's retention of THE OFFICE OF CHAYET, JOHN
13 MALBACHNER and JIM O'LEARY had an excellent opportunity to become very
14 knowledgeable about both Partnerships and the value of the combined Parr estates.
- 15 10. MICHAEL GREEN, CPA is located in Littleton, Colorado and represented the financial
16 matters of LARRY PARR in 2005.
- 17 11. EMMA PARR, born 22nd JANUARY 1922 and deceased 24th May 2013, was mother of
18 LARRY PARR and DENNIS PARR and 94% limited partner of the E. PARTNERSHIP.
- 19 12. WAYNE PARR, deceased 11TH JANUARY of 2001, father of LARRY PARR and
20 DENNIS PARR and 99% limited partner of the W. PARTNERSHIP.
- 21 13. LARRY PARR, son of EMMA PARR and WAYNE PARR, and the GENERAL
22 PARTNER and limited partner to the W. PARTNERSHIP and THE E. PARTNERSHIP.
- 23 14. DENNIS PARR is the youngest son of EMMA PARR and a limited partner in both the
24 E. PARTNERSHIP and the W. Partnership.
- 25 15. ARAPAHOE STORAGE INC., a first-class Recreational Vehicle and Boat Storage
26 facility solely owned and operated by LARRY PARR as an individual until 2003 when he
27 registered the business as an S-Corporation, which was a non-moneyed business. See
28 Exhibit V.
- 29 16. RODNEY HESTER, CPA represented the financial matters of DENNIS PARR IN 2005.
- 30 17. TAMRA PALMER, ESQ of PALMER, GOERTZEL & ASSOCIATES, P.C. located at
31 6060 Greenwood Plaza Blvd, Greenwood Village, CO 80111.

- 1 18. JENNIFER S. GORMLEY, ESQ of THE LAW OFFICE OF JENNIFER S. GORMLEY,
2 P.C. located at 6060 Greenwood Plaza Blvd #300, Greenwood Village, CO 80111.
3 19. LINDA PARR deceased wife of LARRY PARR.
4 20. PATTY JONES conservator of the EMMA PARR TRUST NO 1. and close friend of the
5 PARR family.
6 21. WILLIAM SCHMIDT was EMMA PARR's one and only attorney that she retained for
7 legal assistance with her Will and Trust.
8 22. ANDREW BUBB, attorney for LARRY PARR in 2006.
9 23. TIMOTHY FASING presided over Case Number 2007PR579 concerning the
10 conservatorship of the E. PARTNERSHIP and Case Number 2011PR828 concerning
11 the guardianship of EMMA PARR.
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13 STATEMENT OF FACTS

- 14 24. EMMA PARR and WAYNE PARR divorced in 1979 and through the divorce
15 settlement, EMMA PARR was provided seven acres of flood plain land and a house.
16 25. From 1979 through the year 1995, Movant personally funded home improvements,
17 furnishings, and two separate major land improvements converting EMMA PARR's flood
18 plain land to prime commercial property at a minimum expense at that time of
19 \$1,400,000 for the sole benefit of EMMA PARR. See Exhibit E.
20 26. In January 1995, EMMA PARR and LARRY PARR entered into an agreement whereby
21 EMMA PARR agreed to consider Movant's \$1.4M investment as payment toward the
22 ultimate purchase of her 4.2 acres.
23 27. On 11TH DECEMBER 2000 both the W. PARR FAMILY LIMITED PARTNERSHIP
24 AGREEMENT (W. PARTNERSHIP) was established between and among Movant,
25 DENNIS PARR and WAYNE PARR, their father. See EXHIBIT B.
26 28. On 11TH DECEMBER 2000 both the E. PARR FAMILY LIMITED PARTNERSHIP
27 AGREEMENT (E. PARTNERSHIP), which held all of and only EMMA PARR's 4.2
28 acres, was established between and among LARRY PARR, EMMA PARR, and
29 DENNIS PARR, whereby limited partner EMMA PARR had 98% interest, limited partner
30 DENNIS PARR had 1% and General Partner, LARRY PARR, had 1% limited interest.
31 29. The E. PARTNERSHIP was amended on 31ST DECEMBER 2000 to reflect a change in

1 ownership interest where DENNIS PARR had 3% limited interest, EMMA PARR had
2 94% limited interest and LARRY PARR had 1% interest as General Partner and 2%
3 limited interest. See EXHIBIT A.

4 30. JOHN MALBACHNER and JIM O'LEARY handled the E. PARTNERSHIP since 2000
5 and wrote a BUY-SELL AGREEMENT between LARRY PARR and DENNIS PARR in
6 2001 for the E. PARTNERSHIP to which LARRY PARR and DENNIS PARR agreed, but
7 DENNIS PARR failed to fulfill his obligations.

8 31. A serious purchase offer of \$6 Million was proposed to EMMA PARR, Movant, and
9 DENNIS PARR which was declined, in the summer of 2004, from a land developer,
10 Chauncey Dunn. See Exhibit L.

11 32. At the time of CHAUNCEY DUNN's offer for the 10.2 acres, LARRY PARR had already
12 invested over \$2,253,000 in improvements to bring this land from flood plain to prime
13 light industrial property. (Detailed records and photos are available upon your request.)

14 a. The 4.2 acres held by the E. PARTNERSHIP (parcel 2077-08-4-00-021 and
15 parcel 2077-08-4-00-022) which benefited from over \$1.4M improvements
16 financed solely by LARRY PARR.

17 b. Three acres owned by LARRY PARR (parcel 2077-08-4-00-023, parcel 2077-08-
18 4-00-054) which benefited from over \$416,000 improvements financed solely by
19 LARRY PARR.

20 c. Three acres held by the W. PARTNERSHIP (parcel 2077-08-4-00-083, and
21 parcel 2077-08-4-00-030) which benefited from over \$437,000 improvements
22 financed solely by LARRY PARR.

23 33. On 25th MAY 2011 DENNIS PARR testified, “. . . there's been a lot of improvements on
24 the property. . . electric gates, surveillance cameras, just all the gravel that's on the - -
25 on the property, the - -there's just been numerous improvements to the property.” See
26 Exhibit M.

27 34. In early summer 2005, EMMA PARR, in recognition of her 1995 land purchase
28 agreement with LARRY PARR and in an effort to assure she kept her part of the
29 agreement wanted to change the E. PARTNERSHIP ownership interest where DENNIS
30 PARR retained his 3% limited interest and EMMA PARR would give 91% of her limited
31 interest to LARRY PARR, leaving EMMA PARR with 3% limited interest and LARRY

- 1 PARR with 1% interest as General Partner and 93% limited interest.
- 2 35. EMMA PARR also wanted to assure the continued full and uninterrupted commercial
- 3 use of the E. PARTNERSHIP property with the legal right of access through the 4.2
- 4 acres of land until her death. See Exhibit J.
- 5 36. The procurement of a legal and binding LEASE AGREEMENT between ARAPAHOE
- 6 STORAGE INC. and the E. PARTNERSHIP was imperative because parcel 2077-08-4-
- 7 00-021 belonging to the E. PARTNERSHIP is “frontage” property with direct access to
- 8 Union Avenue and when combined with parcel 2077-08-4-00-22 of the E.
- 9 PARTNERSHIP they provide the only legal access recognized by the City of Englewood
- 10 to the 3 acres of commercial land that was owned free and clear by Movant, parcel
- 11 2077-08-4-00-023 and parcel 2077-08-4-00-054, and of the commercial land Movant
- 12 was in the process of purchasing from the W. PARTNERSHIP, parcel 2077-08-4-00-
- 13 083, and parcel 2077-08-4-00-030 (8-ACRE ESTATE).
- 14 37. During the five years prior to referring LARRY PARR to THE OFFICE OF CHAYET,
- 15 JOHN MALBACHNER and JIM O’LEARY gained exclusive privileged knowledge of the
- 16 W. PARTNERSHIP, the E. PARTNERSHIP and the use of the real estate held by each
- 17 of the partnerships by LARRY PARR through his business, ARAPAHOE STORAGE.
- 18 38. Upon their recommendation LARRY PARR retained THE OFFICE OF CHAYET on
- 19 JULY 18TH 2005.
- 20 39. On 18th JULY 2005, FRANK DANZO III wrote a letter entitled, “Engagement of Chayet,
- 21 Young, Dawson & Danzo, LLC”. In it he wrote:

22 a.

23 *Thank you for placing confidence in Chayet, Young, Dawson & Danzo, LLC to represent you
regarding your Family Limited Partnership issues, Corporation Issues and Estate Planning issues.*

24 LARRY PARR, at the bequest of EMMA PARR, was only seeking legal

25 assistance regarding the redistribution of limited partnership interest in the E.

26 PARTNERSHIP and in obtaining a legal and binding LEASE AGREEMENTS

27 between the E. PARTNERSHIP and THE W. PARTNERSHIP.

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b.

We discussed our assistance initially in assisting you with amending three Family Limited Partnerships. We also discussed updating your estate planning documents with a Trust Amendment; Medical Power of Attorney; Financial Power of Attorney; Trust Statements of Authority; and a Nomination of Guardian and Conservator Statement. Additionally, we spoke of assisting you in

The only two partnerships that existed were the W. PARTNERSHIP and the E. PARTNERSHIP; LARRY PARR did not ask FRANK DANZO III to write a Trust Agreement.

- i. LARRY PARR informed FRANK DANZO III of THE EMMA PARR TRUST NO. 1 which was written on 7th SEPTEMBER 1989 Also written by the same attorney (Joseph E. Doussard) on the same date, was EMMA PARR's Will, a Medical Power of Attorney, Financial Power of Attorney, Trust Statements of Authority, and a Nomination of Guardian and Conservator Statements.
- ii. These documents were implemented and since 1989 and in 2005, at this instance, LARRY PARR was the acting Trustee, Guardian and Conservator of EMMA PARR.
- iii. DENNIS PARR was fully aware of these documents and that LARRY PARR held these positions.
- iv. FRANK DANZO III wrote the Letter of Engagement to declare that EMMA PARR lacked these legal documents for her protection and the protection of her estate. He knowingly and deliberately ignored the presentation of facts that these documents were already in existence and had been implemented since 1989.
- v. The deliberate assertion that EMMA PARR lacked these legal documents for her protection and the protection of her estate, gave rise to the illicit actions taken by RODNEY SNOW in DECEMBER 2005.

c.

As part of our representation, we will work with you and consult you before we take important steps, unless the circumstances make this impractical. Likewise, you should consult with us before you or your client take important steps. For example, you should talk to us before you make any transfers or retitle any assets. Furthermore, we expect that you will cooperate with us by

1 Here, FRANK DANZO III acknowledges that LARRY PARR requested “transfers
2 or retitle” of assets. His phraseology is extremely vague at best and as an
3 attorney who must have an excellent command of language, it can only be
4 interpreted as an attempt to mislead the client.

5 to assure the protection of the partners that the partnership agreements complied
6 with new IRS laws for the protection of the limited partners and the General
7 Partner stating:

8 d.

9 Over the last year or so, the Internal Revenue Service (IRS) has utilized a new approach to
10 lessen or, in the worst case eliminate, the tax savings often obtained by the use of family limited
11 partnerships. The IRS’s prior approach in attacking limited partnerships has been routinely rejected
12 by the courts. As a result, the IRS has generally abandoned their claims based on lack of business
13 purpose. They have given up their claims that lack of marketability and control should not apply to
14 some, or most, family limited partnerships. However, they have launched a new set of attacks with
15 some success over the past couple of years. The IRS is now relying on some new approaches, i.e.,
16 too much control and benefit retained by the general partner(s) and, in some cases, the failure of the
17 general partner(s) to manage and deal with the partnership as a real separate entity apart from their
18 prior use, or enjoyment, of the partnership assets. The case law (i.e., court decisions) is currently
19 developing, and the results are unknown or uncertain at this time. However, in the interests of our
20 clients, we are strongly recommending that certain actions be taken to strengthen the validity of
21 existing agreements. The actions we are recommending involve amending several provisions of the
22 existing partnership agreements, and encouraging that certain actions be taken by the general partners
23 to give substance to operation of the partnership as a legitimate, separate legal entity.

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18 FRANK DANZO never recommended any actions to be taken to strengthen the
19 validity of existing agreements. Neither the W. PARTNERSHIP not the E.
20 PARTNERSHIP were amended in any way, and absolutely no actions were
21 encouraged by DRANK DANZO III or any attorney at THE OFFICE OF CHAYET
22 to be taken by General Partner LARRY PARR that give would have provided
23 substance to operation of the partnership as a legitimate, separate legal entity.

24 See Exhibit F

25 e.

26 40. ON 16TH NOVEMBER, FRANK DANZO III sent a letter addressed to MICHAEL GREEN
27 AND ROD HESTER stating:

28 Enclosed please find copies of the amended W. Parr Family Limited Partnership and the
29 amended E. Parr Family Limited Partnership. Larry is in the process of getting Dennis's
signature on both of these documents.

FRANK DANZO III never gave copies of these documents to LARRY PARR and

1 LARRY PARR never learned nor know of them.

2 41. JIM O'LEARY, who had copies of both Partnership agreements, somewhat regularly
3 conferred telephonically and in-person with FRANK DANZO III as indicated in the billing
4 records from THE OFFICE OF CHAYET. See EXHIBIT C.

5 42. MICHAEL GREEN represented the financial matters of LARRY PARR since 31st of
6 March 2005 See Exhibit H.

7 43. RODNEY HESTER represented the financial matters of DENNIS PARR in 2005.

8 44. LARRY PARR, MICHAEL GREEN and RODNEY HESTER conferred telephonically, via
9 e-mail, via U.S. mail, or in-person with STEPHEN J. YOUNG and FRANK DANZO III
10 and one another on a regular basis between the dates of AUGUST 3RD 2005 and
11 DECEMBER 27TH 2006 regarding the estates and leases pertaining to the W.
12 PARTNERSHIP and/or the E. PARTNERSHIP as indicated in the billing records from
13 THE OFFICE OF CHAYET and MICHAEL GREEN. See EXHIBIT C and EXHIBIT G.

14 45. Between 21ST JULY 2005 and 31ST DECEMBER 2005, LARRY PARR paid THE
15 OFFICE OF CHAYET a total of \$10,207.25. See Exhibit C.

16 46. On 22ND DECEMBER 2005, STEPHEN J. YOUNG faxed three LEASE AGREEMENTS
17 from THE OFFICE OF CHAYET to LARRY PARR. See Exhibit I. They included:

- 18 a. LEASE AGREEMENT between DENNIS PARR and W. PARR PARTNERSHIP
19 (which DENNIS PARR never signed)
- 20 b. LEASE AGREEMENT between LARRY PARR and W. PARR PARTNERSHIP
- 21 c. LEASE AGREEMENT between LARRY PARR and E. PARR PARTNERSHIP
- 22 d. LEASE AGREEMENT between MARK YEVOLI and E. PARR PARTNERSHIP

23 47. FRANK DANZO III and STEPHEN J. YOUNG knowingly and willfully neglected and
24 failed to exercise ordinary care, skill, and diligence in the performance of their legal
25 services to LARRY PARR, the E. PARTNERSHIP and EMMA PARR, and made
26 glaringly obvious errors that a professional in their field should have never made as per
27 the Affidavit of Larry Parr filed with the Clerk of Combined Court Arapahoe County,
28 Colorado, NOVEMBER 2015, detailing the following:;

- 29 a. The Lease lacked a cover page that should have contained the authors' names,
30 FRANK DANZO III and STEPHEN J. YOUNG, and their firm's name, CHAYET,
31 YOUNG, DAWSON, MEEGAN & DANZO III, LLC.

- 1 b. The Lease is not a commercial lease, but actually based on a residential lease.
- 2 c. From the first meeting onward, LARRY PARR consistently instructed FRANK
- 3 DANZO III and STEPHEN J. YOUNG to make the Lease a “triple net” to include
- 4 property taxes, property insurance, utilities, and maintenance of the Partnership
- 5 property. Contrary to his instructions, they omitted the obligation of ARAPAHOE
- 6 STORAGE INC. to pay property insurance and taxes and the utilities for the E.
- 7 PARTNERSHIP property.
- 8 d. In spite of LARRY PARR making it known to all involved that the Lease must be
- 9 at fair market value, they failed to make it so. In fact, LARRY PARR was willing to
- 10 pay the E. PARTNERSHIP “any amount of rent.” See Exhibit G.
- 11 e. FRANK DANZO III and STEPHEN J. YOUNG failed to disclose any explanation
- 12 describing the purpose and the rational of why the Lease was made for 30 years
- 13 and why the rent was set so low at \$2,500 a year with a five percent increase per
- 14 annum.
- 15 i.
- 16 f. On the signature page, FRANK DANZO III and STEPHEN J. YOUNG neglected
- 17 to include not only the date the lease was signed, but signature lines with dates
- 18 for EMMA PARR’s and DENNIS PARR’s signatures, who had limited interests in
- 19 the E. PARTNERSHIP.
- 20 g. FRANK DANZO III and STEPHEN J. YOUNG failed to include a disclosure
- 21 describing why the Lease was signed in 2005, and backdated to the year 2001.
- 22 The conditions in which the Lease was backdated, is questionable and may have
- 23 violated IRS tax laws.
- 24 i. Although MICHAEL GREEN clearly addressed this issue in his 13TH
- 25 OCTOBER 2005 email to ROD HESTER and FRANK DANZO II, both
- 26 STEPHEN YOUNG AND FRANK DANZO III failed to disclose this reason
- 27 in the LEASE AGREEMENTS to sabotage the legitimacy of the LEASE
- 28 AGREEMENTS. See Exhibit R.
- 29 ii. On 2ND DECEMBER 2005 MICHAEL GREEN wrote:

I haven't heard from you on my lease questions, so I thought we better have a meeting to finalize the leases.

Larry said he has a meeting with you at 2pm on Thurs the 8th I will bring property tax billings to get legal descriptions for the leases. We can discuss annual rental value (Larry suggested 5k per year). Since each business entity using the partnership property has been paying the property taxes, this should be a reduction in the amount of annual rent due. The lease should include interest accrual and should include periods back to CY01 so that the partnership is not harmed in any way.

I hope we can finalize in 05 so that the partnership will have income and deductions in 05 accruing from 01. Rod and I also have questions about who is GP so please bring all of your files to the 2pm meeting.

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- iii. Clearly, FRANK DANZO III and STEPHEN J. YOUNG were avoiding discussing the issues of the LEASE AGREEMENTS with MICHAEL GREEN who, unlike FRANK DANZO III and STEPHEN J. YOUNG, was the only professional party involved who was working in the best interest of his client. See Exhibit S.
- iv. On 20TH NOVEMBER still lacking the legal advice he sought over a month earlier, MICHAEL GREEN put his concerns regarding the IRS, back dating, and the poor and improper format used by FRANK DANZO III and STEPHEN J. YOUNG in their proposed LEASE AGREEMENT. See Exhibit T.
- h. FRANK DANZO III and STEPHEN J. YOUNG further failed to address, explain or disclose how or why the LEASE AGREEMENT 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.
- i. According to FRANK DANZO III and STEPHEN J. YOUNG 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

1 should have referred to Arapahoe County. While this correction was made on the
2 copy for LARRY PARR, it was never corrected on MARK YEVOLI's copy, which
3 actually was a second coexisting LEASE AGREEMENT involving the same real
4 estate. See Exhibit I

5 j. The two LEASE AGREEMENTS used different page layouts and different
6 footnotes. There should have been only one LEASE AGREEMENT for the E.
7 PARTNERSHIP that included all of the required signatures on that one
8 document.

9 k. The lease agreement reflected a conflict of interest because the responsible
10 representative for each, the E. PARTNERSHIP and ARAPAHOE STORAGE,
11 INC. was LARRY PARR.

12 l. FRANK DANZO III and STEPHEN J. YOUNG neglected to add a section to the
13 LEASE AGREEMENT for legal notarization and validation.

14 m. FRANK DANZO III and STEPHEN J. YOUNG knowingly and willfully did not
15 include EMMA PARR which caused her harm and damages.

16 n. EMMA PARR approved the LEASE AGREEMENT and signed it on 26th May
17 2006, as witnessed by Mr. Roy Canfield. See Exhibit J.

18 FRANK DANZO III and STEPHEN J. YOUNG performed legal malpractice with the
19 intent to deceive LARRY PARR when they breached the standard of care. Reasonably
20 prudent attorneys, acting under the same circumstances and with the level of care, skill,
21 and diligence necessary to provide the same legal services, would not have made the
22 same decisions and would certainly conclude that the decisions of FRANK DANZO III
23 and STEPHEN J. YOUNG made, while constructing and writing up this Lease, were
24 unethical.

25 48. During the Trial 25 MAY 2011, TAMRA PALMER attacked the validity of the LEASE
26 AGREEMENTS by testifying it was self-dealing and that it appeared to be created in
27 2005, and retroactive back to 2001, it was absolutely not a fair market value lease, that
28 it appeared, to benefit Larry Parr over Emma Parr and that "Larry Parr had a conflict of
29 interest **at the time he was making those leases.**" See Exhibit N.

- 1 49. Tamra Palmer objected to the Lease term stating that this Lease goes from January 1,
2 2001, until December 31, of 2031, which is not a reasonable amount of time.¹
- 3 50. She objected to the rate of rent since the Lease provided \$2,500 a year for rent, with a
4 five percent increase per annum and that 30 years is a long time to value a lease at
5 \$2,500 a year. "It's really low." See Exhibit N.
- 6 51. Tamra Palmer found fault with the signatures on the Lease. She stated, "Larry Parr is
7 acting as a General Partner, signs on behalf of the Partnership he also signs as the
8 owner of Arapahoe Storage, Inc." She continued to say that Emma Parr's signature on
9 the Lease was dated May, 26, 2006 and that, to her "looks like an afterthought, there's
10 no line for her." She also objected that the Lease was not signed by DENNIS PARR
11 who was the other Limited Partner. See Exhibit N.
- 12 52. TAMRA PALMER also had a problem as to why two copies of the exact same Lease
13 document were made; one with the signature of MARK YEVOLI as owner of Arapahoe
14 Storage and the other signed by LARRY PARR as owner of ARAPAHOE STORAGE
15 INC. "If you have a 30-year lease, why would you resign it, if it was a valid lease to
16 begin with? We have two leases that's signed by different people." See Exhibit N.
- 17 53. TAMRA PALMER contested that the Leases "were signed by a company that
18 presumably in 2001, didn't exist." Her contention was based on the fact that when the
19 RV storage company first began, it was operated as a proprietorship by LARRY PARR
20 using the name ARAPAHOE STORAGE, D.B.A. ARAPAHOE STORAGE INC. and
21 became incorporated in 2003. The LEASE AGREEMENT was made ARAPAHOE
22 STORAGE INC. and the Partnership in 2005. See Exhibit N.
- 23 54. TAMRA PALMER asserted that LARRY PARR failed his fiduciary responsibility when
24 he had the Lease agreement made because (1) "Larry is acting as a fiduciary for his
25 mother, and is also an owner." (2) "It's dated January 1 of 2001 with a footnote stating it
26 was created in 2005." (3) This lease certainly benefits him [Larry Parr]. I think it is --
27 definitely falls under self-dealing." (4) "He could have had somebody else approve this
28 lease besides himself. He probably, or he should have probably had someone value
29 what that lease [was]." (5) Larry Parr wanted more of the profits from his own business.

- 1 55. TAMRA PALMER stated she investigated the situation and the case involving EMMA
2 PARR and RODNEY SNOW from 2005 – 2006. After her review, she testified that
3 “Larry ran out and made a lease agreement after he was served by Snow.” “In
4 relationship to the revocation document, it certainly was after [the 2006 litigation]. He's
5 still calling himself the general partner.” See Exhibit N.
- 6 56. After 6 months of deliberately stalling the production of the LEASE AGREEMENTS,
7 STEPHEN YOUNG at last had the LEASE AGREEMENTS faxed to LARRY PARR on
8 22ND DECEMBER 2005. See Exhibit I.
- 9 57. THE OFFICE OF CHAYET coordinated with DIXON SNOW the timing of the filing of
10 the COMPLAINT filed by RODNEY SNOW with the release of the LEASE
11 AGREEMENTS to LARRY PARR to make it appear that LARRY PARR quickly
12 scribbled up a poorly self-serving, self-written lease by which he could cheat EMMA
13 PARR and DENNIS PARR out of money. See Exhibit I and Exhibit O.
- 14 58. Due to the malpractice and willful misrepresentation of THE OFFICE OF CHAYET each
15 time the LEASE AGREEMENT was tested in court, it was ruled invalid.
- 16 59. Due to the malpractice and willful misrepresentation of THE OFFICE OF CHAYET, in
17 the summer of 2013. without the protection of a legitimate LEASE AGREEMENT,
18 ARAPAHOE STORAGE INC. was evicted from the E. PARTNERSHIP property
19 resulting in loss of business revenue, income for LARRY PARR and the loss of both his
20 personal reputation and his business of 22 years, ARAPAHOE STORAGE INC.
- 21 60. Due to the malpractice and willful misrepresentation of THE OFFICE OF CHAYET on
22 15th August 2013 the real estate property of the E. PARTNERSHIP was sold by TAMRA
23 TRUSTEE PALMER, at 68% of appraised value; a loss of \$335,000 to the E.
24 PARTNERSHIP.
- 25 61. Due to the malpractice and willful misrepresentation of THE OFFICE OF CHAYET the
26 real estate of the LARRY W. PARR became landlocked and worthless. See Exhibit P.
- 27 62. On the 6th of JULY 2005 a meeting to address “amounts of rent” for LEASE
28 AGREEMENTS was held to at THE OFFICE OF CHAYET and attended by LARRY
29 PARR, DENNIS PARR, STEPHEN J. YOUNG, FRANK DANZO III, RODNEY HESTER
30 and MICHAEL GREEN to Movant’s best recollection and as date verified in a billing
31 note (“meeting with Larry attorneys, Denny, and financial planners”) as verified in a billing note

1 from the 4th of December 2005 statement from MICHAEL GREEN. See Exhibit G
2 63. On the 6th of OCTOBER 2005 a meeting to address the estates and LEASE
3 AGREEMENTS was held to at THE OFFICE OF CHAYET and attended by Movant,
4 DENNIS PARR, MARCO CHAYET, STEPHEN J. YOUNG, FRANK DANZO III,
5 RODNEY HESTER, MICHAEL GREEN, JOHN MALBACHNER and JIM O'LEARY to
6 Movant's best recollection and as date verified in a billing note ("meeting with Larry
7 attorneys, Denny, and financial planners") from the 4th of December 2005 statement from
8 MICHAEL GREEN. See Exhibit G

9 64. Without said access, Movant's 8-ACRE ESTATE was legally landlocked and therefore,
10 worthless since it had no means of ingress/egress. See Exhibit P.

11 65. Without said access, Arapahoe Storage, Inc., owned and operated by Movant from the
12 18th MARCH 1995 until BANKRUPTCY TRUSTEE dissolved the business in 2017, had
13 no artery to provide its 500 customers legal access to their recreational vehicles

14 66. Clearly, DENNIS PARR was an active and knowledgeable participant and was kept
15 fully informed of and participated in all proceedings that took place with the matter of the
16 estates of EMMA PARR and WAYNE PARR and the writing of LEASE AGREEMENTS,
17 but when testifying under oath in the 25th MAY 2011 Trial to remove LARRY PARR as
18 TRUSTEE of the EMMA PARR TRUST NO. 1, DENNIS PARR denied any knowledge
19 of the LEASE AGREEMENTS or the estate plans for EMMA PARR or WAYNE PARR.
20 His testimony was as follows when questioned by Movant's attorney, REBECCA
21 SCHROER at that Trial:

5	Q	So, you have no independent knowledge of what was
6		happening at that time, or know of any --
7	A	No, I don't.
8	Q	(Indiscernible) Can we turn to Exhibit I, same book?
9		And this is the lease agreement. Can you describe your
10		knowledge of the circumstances surrounding the lease agreement,
11		if any?
12	A	You know, I, again, I wasn't involved with that, but

22 See Exhibit H, (Full Transcript Available Upon your Request)

23 67. During the years of 2005 through 2008, Movant kept a journal of events; one entry
24

1 makes note of FIVE separate contacts with STEPHEN J. YOUNG to correct the
2 counties incorrectly named from Kit Carson County and Denver County to Arapahoe
3 County. See Exhibit Q.

4 68. The inception of the Partnerships both occurred in DECEMBER 2000. The 2005 LEASE
5 AGREEMENTS involved fair market value rents which all parties agreed needed to be
6 backdated to 2000. In consideration of this, MICHAEL GREEN wrote in an email
7 addressed to RODNEY HESTER and FRANK DANZO III in an effort to catch up on
8 back due rent according to the new LEASE AGREEMENT. To do this, on 13TH
9 OCTOBER 2005, he suggested:

10 I hate to disturb validly filed past tax returns. If we file 3years of partnership returns they will impact 3
partners personal returns for three years. Thus we are looking at 9 personal returns and 3 partnership
returns, not to mention strained partner relations.

11 Since partnership interest has not materially changed, and the intent was to preserve the property as an
investment, I was wondering if we could structure the leases to provide for payment of all exenses by
12 the lessce's and include keeping the property in good shape with the stated goal of increasing the
property's appreciation potential. This would positively impact the investment potential of the property
and would seem to comply with the stated objective of the partnership. The lease then could provide for
13 a token rent payment every three years. We could even provide for interest to accrue since the rent was
not paid in advance. This would provide economic substance and arm's length features to the related
party leases. Then rent and interest income would be reported in 05 and we would get out of amending
14 everyone's personal returns.

15 See Exhibit R.

16 69. See Exhibit S.

17 70. On 8TH FEBRUARY 2008, in a deposition regarding Simmons v Parr, DENNIS PARR
18 stated under oath that he had maintained a long-term acquaintanceship with RODNEY
19 SNOW for approximately 10 years prior to that date.

20 71. DENNIS PARR, not only had retained RODNEY SNOW, as his attorney, but he
21 personally was the one who got his mother, EMMA PARR involved with his attorney,
22 RODNEY SNOW.

72. During the 25th MAY 2011 Trial to remove LARRY PARR as TRUSTEE of the EMMA
PARR TRUST NO. 1, PATTY JONES testified that EMMA PARR had not knowledge of
what was taking place when she visited DIXON & SNOW. See Exhibit W.

1 73. Before 28TH NOVEMBER 2005, EMMA PARR had never met RODNEY SNOW and in
2 a recorded conversation, on 26TH JANUARY 2006 EMMA PARR consistently refers to
3 RODNEY SNOW., as “the lawyer.” (Audio Recording -Go to www.Emmastears.com.)

4 74. In his testimony, on APRIL 6, 2015, RODNEY SNOW testified under oath, that he was
5 a longtime friend of EMMA PARR; if this were indeed true, EMMA PARR would not
6 have consistently referred to RODNEY SNOW as “the lawyer,” but by his name, as she
7 always referred to people she knew by their names.

8 75. As stated by EMMA PARR on JANUARY 26, on two occasions, 28th NOVEMBER, and
9 1st DECEMBER 2005, DENNIS PARR, in a position of trust, drove EMMA PARR, under
10 false pretenses to the office of DIXON & SNOW. (Audio Recording -Go to
11 www.Emmastears.com.)

12 76. To the best knowledge, information and belief, EMMA PARR never signed or received
13 a letter of engagement for legal services from RODNEY SNOW defining the legal
14 relationship between him, as her alleged attorney, and her, as his alleged client, as she
15 stated to Linda Parr in their recorded conversation on 26th JANUARY 2006. (Audio
16 Recording -Go to www.Emmastears.com.)

17 77. RODNEY SNOW, and/or his firm, never sent any invoices or statements to EMMA
18 PARR and all billings that pertained to the documents signed by EMMA PARR were
19 addressed directly to DENNIS PARR at his residence at 2727 West Union Ave.,
20 Englewood, CO 80110, or to TY GATES, the manager of DENNIS PARR ’s landscape
21 company, at his residence at 6483 South Kipling Court, Littleton, CO 80127.

1 78. In the Affidavit of EMMA PARR (AFFIDAVIT) EMMA PARR swore that she signed
2 documents on 1st DECEMBER 2005; the Will RODNEY SNOW wrote was dated and
3 notarized on 28th NOVEMBER 2005, and it was signed by EMMA PARR.

4 79. On both days of those days, when DENNIS PARR drove EMMA PARR to RODNEY
5 SNOW's office, EMMA PARR was signing legal documents with which she had no
6 participation in the preparation of them; they were already drafted and written before
7 she met RODNEY SNOW. (Audio Recording -Go to www.Emmastears.com.)

8 80. EMMA PARR did not have any copies of what RODNEY SNOW had her sign and was
9 unable to read them, therefore she was not certain of which day she actually signed a
10 particular document. (Audio Recording -Go to www.Emmastears.com.)

11 81. In the AFFIDAVIT, EMMA PARR swore that she thought the purpose of the meetings at
12 the office of RODNEY SNOW, concerned rents on property that was personally owned
13 by DENNIS PARR his stepmother, Judy Simmons, which was involved in the WAYNE
14 PARR estate litigation and unrelated to the EMMA PARR estate.

15 82. On 26TH JANUARY 2006, in a recorded statement with LINDA PARR and EMMA PARR
16 regarding the two meetings in 2005 at DIXON & SNOW, EMMA PARR stated, "I thought
17 it had something to do with the land and the house [belonging to Judy Simmons and
18 Wayne Parr]." (Audio Recording -Go to www.Emmastears.com.)

19 83. On 29TH MAY 2006 in a recorded conversation between EMMA PARR and RODNEY
20 SNOW at her house, EMMA PARR reiterated that she thought the reason DENNIS
21 PARR drove her to his office was to talk about the property involved in the WAYNE
22 PARR estate and JUDY SIMMONS, his surviving wife. (Audio Recording -Go to
23 www.Emmastears.com.)

1 84. By the year 2005, EMMA PARR had suffered with diabetes for 24 years and had at
2 least two corrective eye surgeries and was told she could not have another surgery; she
3 was only able to discern large images and reading standard sized print was quite
4 impossible because her vision was blurred.

5 85. In the AFFIDAVIT, EMMA PARR stated, “because of my diabetes, I could not read the
6 documents that DENNIS PARR and RODNEY SNOW made me sign on DECEMBER 1,
7 2005.”

8 86. As stated in the Affidavit, EMMA PARR was presented with papers for her to sign by
9 RODNEY SNOW on DECEMBER 1, 2005.

10 87. On 26TH JANUARY 2006, in the recorded conversation with LINDA PARR, EMMA
11 PARR affirmed that she did not comprehend what she was asked to sign by stating,
12 “and after I read it I couldn’t understand it . . .” (Audio Recording -Go to
13 www.Emmastears.com.)

14 88. EMMA PARR was misled to believe that her signature on the documents was
15 necessary “to show that I was there,” as she stated to LINDA PARR on JANUARY 26,
16 2006. (Audio Recording -Go to www.Emmastears.com.)

17 89. On 28TH NOVEMBER and 1ST DECEMBER 2005, DENNIS PARR and RODNEY
18 SNOW, took advantage of an elder when they concealed the material facts of the
19 documents they had influenced EMMA PARR to sign on those days which fraudulently
20 assigned all the critical fiduciary responsibilities of EMMA PARR’s estate, replacing
21 LARRY PARR in the capacities his mother had designated him and attested by EMMA
22 PARR in her Affidavit.

1 90. As stated in the Affidavit, no one explained the contents of the documents presented to
2 her for her signature.

3 91. As stated in the Affidavit, EMMA PARR swore that at no time was she advised by
4 neither DENNIS PARR nor RODNEY SNOW that she was going to sign papers that
5 adversely affected LARRY PARR. (Audio Recording -Go to www.Emmastears.com.)

6 92. During the 25TH MAY 2011 Trial, PATTY JONES testified, "I knew very little of it, only
7 for the fact that EMMA PARR really didn't know a lot about it either" when asked if she
8 knew about the 2005 lawsuit. See

9 93. On 26TH JANUARY 2006 in a recorded statement to Linda Parr, EMMA PARR
10 declared, "Well, but, as far as I know, he [RODNEY SNOW] just never really did explain
11 anything to me. I didn't think I was signing anything that bad for Larry or the attorney."
12 (Audio Recording -Go to www.Emmastears.com.)

13 94. After 1ST DECEMBER 2005 EMMA PARR discovered that one of the documents, she
14 signed that day was the Last Will and Testament of EMMA PARR which RODNEY
15 SNOW had prepared without any previous discussion with her as to her intended
16 decrees. (Audio Recording -Go to www.Emmastears.com.)

17 95. EMMA PARR never received any copies of the documents DENNIS PARR and
18 RODNEY SNOW, had coerced her to sign. (Audio Recording -Go to
19 www.Emmastears.com.)

20 96. Sometime in MARCH 2006 EMMA PARR discovered that DENNIS PARR had not only
21 withdrawn \$13,000 from her Wells Fargo bank account, but also took all of her items of
22 value, including Municipal Bonds, papers, precious jewelry and heirlooms from her
23 safety deposit box. (Audio Recording -Go to www.Emmastears.com.)

1 97. Sometime in MARCH 2006 EMMA PARR learned through the manager at Smith
2 Barney, that in DECEMBER 2005 DENNIS PARR had withdrawn \$60,000 from her
3 account and deposited that money in another account that he opened that same day in
4 his name only.

5 98. In a recorded conversation between EMMA PARR and LARRY PARR in JUNE 2006
6 EMMA PARR stated that she did not know what was written in the Will that RODNEY
7 SNOW, DENNIS PARR 's attorney, wrote. (Audio Recording -Go to
8 www.Emmastears.com.)

9 99. On 29TH MAY 2006 in a recorded conversation between EMMA PARR and RODNEY
10 SNOW, in EMMA PARR's home, (1) EMMA PARR asked RODNEY SNOW what the
11 Will he had written read, to which RODNEY SNOW never answered or explained. He
12 said he would give her a copy, but he never did. (2) When she asked RODNEY SNOW
13 who had possession of the Will that he made her sign, RODNEY SNOW replied that
14 "DENNIS PARR has it for safekeeping so no one can see it." (3) When she asked him
15 who her Power of Attorney was, RODNEY SNOW answered, "Well, Larry had it until
16 Denny asked him not to." (4) EMMA PARR declared that she was in her "right mind"
17 and knew what she wanted, to which RODNEY SNOW agreed. (5), EMMA PARR
18 stated that she did not want DENNIS PARR to be her Power of Attorney because
19 DENNIS PARR withdrew money and valuables from her accounts amassing to over
20 \$100,000, for his personal use, after he was designated EMMA PARR's Power of
21 Attorney through RODNEY SNOW's documents which she signed at RODNEY SNOW's
22 office. (Audio Recording -Go to www.Emmastears.com.)

1 100. Moreover, on 29TH MAY 2006 EMMA PARR declared to RODNEY SNOW that she
2 knew that he, DENNIS PARR, and Judy Simmons, were complicit and that all of the
3 ensuing consequences of the events beginning 26TH NOVEMBER 2005 were a result of
4 their conspiracy to not only take her money, but to also take control of the Partnership
5 property as they were doing with the WAYNE PARR estate. RODNEY SNOW did not
6 deny her words or defend himself and by so doing, he acknowledged her accusations.
7 (Audio Recording -Go to www.Emmastears.com.)

8 101. During her 3RD AUGUST 2006 meeting with WILLIAM SCHMIDT, EMMA PARR stated
9 in their recorded conversation: "I found out that Dennis was in there [her safety deposit
10 box] and took some of my real good diamond rings. . . So he admitted he got into the
11 rings and that jewelry." DENNIS PARR also stole her Municipal bonds and titles to her
12 two automobiles that she kept in her safety deposit box.." (Audio Recording -Go to
13 www.Emmastears.com.)

14 102. After numerous meetings with WILLIAM SCHMIDT, beginning in MAY 2006, EMMA
15 PARR retained his legal services.

16 103. On 3RD AUGUST 2006 EMMA PARR signed her Last Will and Testament.

17 104. On 3RD AUGUST 2006 EMMA PARR under Article 10.3 of the Partnership agreement
18 assigned, transferred and conveyed her 94% shares to her Trust making herself and
19 LARRY PARR Co-Trustees of the Trust with LARRY PARR the sole beneficiary.

20 105. On AUGUST 3, 2006, EMMA PARR also restored LARRY PAR's position as General
21 Partner of the Partnership, and reappointed him as her Power of Attorney.

22 106. EMMA PARR was in sound mind when she amended her estate on 3RD AUGUST
23 2006 as documented on 14TH MARCH 2006, just over 4 months before she met with

1 WILLIAM SCHMIDT; EMMA PARR's mental capacity was evaluated by Charles
2 Hazlehurst, PhD, ABPP, FAACP who knew the statutes and jury instructions associated
3 with a competency evaluation and found EMMA PARR to be "quite competent." See
4 Exhibit U.

5 107. RODNEY SNOW knew that EMMA PARR was competent on 29th MAY 2006 and
6 agreed with EMMA PARR when she spoke with him in her home. (Audio Recording -Go
7 to www.Emmastears.com.)

8 108. On 3RD AUGUST 2006 in a recorded conversation between WILLIAM SCHMIDT and
9 EMMA PARR, he paraphrased what EMMA PARR had previously stated to him: "When
10 I met you, you said DENNIS PARR was taking you to see his attorney by the name of
11 Rod Snow and they never gave you a copy. And one of those, they said was a Will but
12 never gave you a copy, and you don't know what it said." EMMA PARR agreed that he
13 was correct. (Audio Recording -Go to www.Emmastears.com.)

14 109. In the same recorded conversation EMMA PARR stated that she was livid with
15 DENNIS PARR and RODNEY SNOW because they took advantage of her vulnerability
16 from visual impairment and coerced her to sign documents that she would not have, if
17 she had understood their contents. (Audio Recording -Go to www.Emmastears.com.)

18 110. EMMA PARR was livid with DENNIS PARR in JUNE 2006 when she stated in a
19 recorded conversation, "I wouldn't give him [DENNIS PARR] anything. If I gave him a
20 pencil, I would ask for it back." (Audio Recording -Go to www.Emmastears.com.)

21 111. In the recorded conversation with WILLIAM SCHMIDT EMMA PARR stated, "I used to
22 tell Dennis, when he talks about Larry and about Wills, I told him, 'Does he [DENNIS
23 PARR] want me to get closer to Rod Snow?' I told him, I said, 'I hate him, the way he's

1 suing [LARRY] and you getting back on me to sue for getting money out of Larry.’ So
2 I’m just, just tired of that and to make me sign and to write something. And I, three or
3 four times I told him, and I said, ‘I hate that Rod Snow’ and he [DENNIS PARR] said,
4 ‘Why?’ ‘Because you have him suing Larry and I don’t want that. I want it stopped.”
5 (Audio Recording -Go to www.Emmastears.com.)

6 112. ANDREW BUBB, attorney for LARRY PARR in 2006, informed RODNEY SNOW of
7 the audio recordings on 23rd MAY 2006; on 29th MAY 2006 RODNEY SNOW visited
8 EMMA PARR at her home in a last-ditch effort to further convince her of his lies:

- 9 o. EMMA PARR read her handwritten letter to him to stop acting as her attorney.
- 10 p. She also revealed to him that she was aware of the illicit deceptive actions he
11 and DENNIS PARR undertook to defraud her.

12 113. On 30TH MAY 2006 RODNEY SNOW filed the MOTION TO DISMISS CASE NO.
13 2007CV1399.

14 114. On 12 JUNE 2007, TIMOTHY FASING appointed MARCO CHAYET Guardian Ad
15 Litem (GAL) of EMMA PARR, who became a ward of the state in MAY, 2007. LARRY
16 PARR, EMMA’s guardian and conservator and Trustee of the Emma Parr Trust No. 1,
17 was not notified by MARCO CHAYET or the Court of this appointment.

18 115. At the time of his appointment, MARCO CHAYET knew or should have known that his
19 acceptance of this appointment was a conflict of interest. He failed to disclose with the
20 Court his and his firm’s previous relationship with the E. PARTNERSHIP.

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Larry's SEAL

Larry herein Acknowledges the Statements in the
VERIFIED COMPLAINT FOR CASE #10CV336
are true per Affiant's own Knowledge, Information and Beliefs.

The mark, seal, finger print, below is in harmony with 1 USCS Sec 1: "signature" or "subscription"
includes a mark when the person making the same intended it as such;
as well as the common-law practice for signature/seal.

Via this Affidavit, AGENT as Affiant declares the facts stated herein are true per Affiant's knowledge,
information, beliefs and as Affiant verily believes.

Any Challenge to these Facts must be made by Affidavit, however
public employees challenging this BRIEF
must do so under penalty of perjury.



Larry

As The AGENT For LARRY PARR

10TH DAY of JANUARY-2020

PO BOX 1152-ENGLEWOOD-CO-80110-U.S.A.


Signature For The FRANCHISE LARRY PARR

CERTIFICATE OF SERVICE

I certify that a true copy of the
VERIFIED COMPLAINT FOR CASE #19CV336

Was served personally and/or via US mail and/or email to the following
known Parties to this VERIFIED COMPLAINT:

Law Firm of Chayet and Danzo LLC.:

Marco Chayet, Registration #29815
650 S Cherry St #710, Denver, CO 80246

Frank Danzo III, Esq., Registration # 26789
650 S Cherry St #710, Denver, CO 80246

Stephen J. Young, Esq., Registration # 27550
650 S Cherry St #710, Denver, CO 80246


Law Firm of Dixon & Snow LLC:

Rodney Snow, Esq., Registration #486
455 Sherman St., (#400), Denver, CO 80203

Jerre Dixon, Esq., Registration 7108
455 Sherman St., (#400), Denver, CO 80203



Larry
obo LARRY PARR and in Behalf of
PRINCIPAL: The United States of America
10TH DAY of JANUARY-2020
PO BOX 1152-ENGLEWOOD-CO-80110-U.S.A.


Signature of FRANCHISE LARRY PARR

NOTARIAL INFORMATION

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State/Country – Colorado – U.S.A.

County - Denver

The foregoing OBJECTIONS AND DEMANDS

was acknowledged before me

This 10th DAY of JANUARY 2020 by Larry as AGENT Larry

obo The Federal Franchise LARRY PARR

who is personally known to me

or who has satisfactorily proven before me that he/she executed the same.

My commission expires on 07/07/2021

Ujwal Sunuwar

Public Notary Printed Name

[Handwritten Signature]
Public Notary's Signature

UJWAL SUNUWAR
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174028481
MY COMMISSION EXPIRES 07/07/2021

NOTARY SEAL

**E. PARR FAMILY
LIMITED PARTNERSHIP**

INDEX

- A. Certificate of Limited Partnership
- B. Limited Partnership Agreement
- C. Tax Identification Number (84-1570622)
- D. Residential Lease Agreement
- E. Assignments
- F. Amendment to Partnership Agreement

1
2

EXHIBIT A

**AMENDMENT TO PARTNERSHIP AGREEMENT
OF
E. PARR FAMILY LIMITED PARTNERSHIP**

This Amendment, dated December 31, 2000, is by and between Larry W. Parr (the "General Partner") and Emma M. Parr and Dennis C. Parr (the "Limited Partners").

On December 11, 2000, the General Partner and the Limited Partners entered into a Limited Partnership Agreement. The parties hereto now desire to amend such Agreement pursuant to Article 16 thereof, in the following manner:

Emma M. Parr has assigned an undivided 2% limited partnership interest to each of Larry W. Parr and Dennis C. Parr. Therefore, Larry W. Parr shall be a Limited Partner and the Limited Partners' interests in the Partnership shall be as follows:

<u>Limited Partner</u>	<u>Limited Partner Interest</u>
Emma M. Parr	94%
Larry W. Parr	2%
Dennis C. Parr	3%

The Agreement, in all other respects, shall remain unchanged.

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

"GENERAL PARTNER"

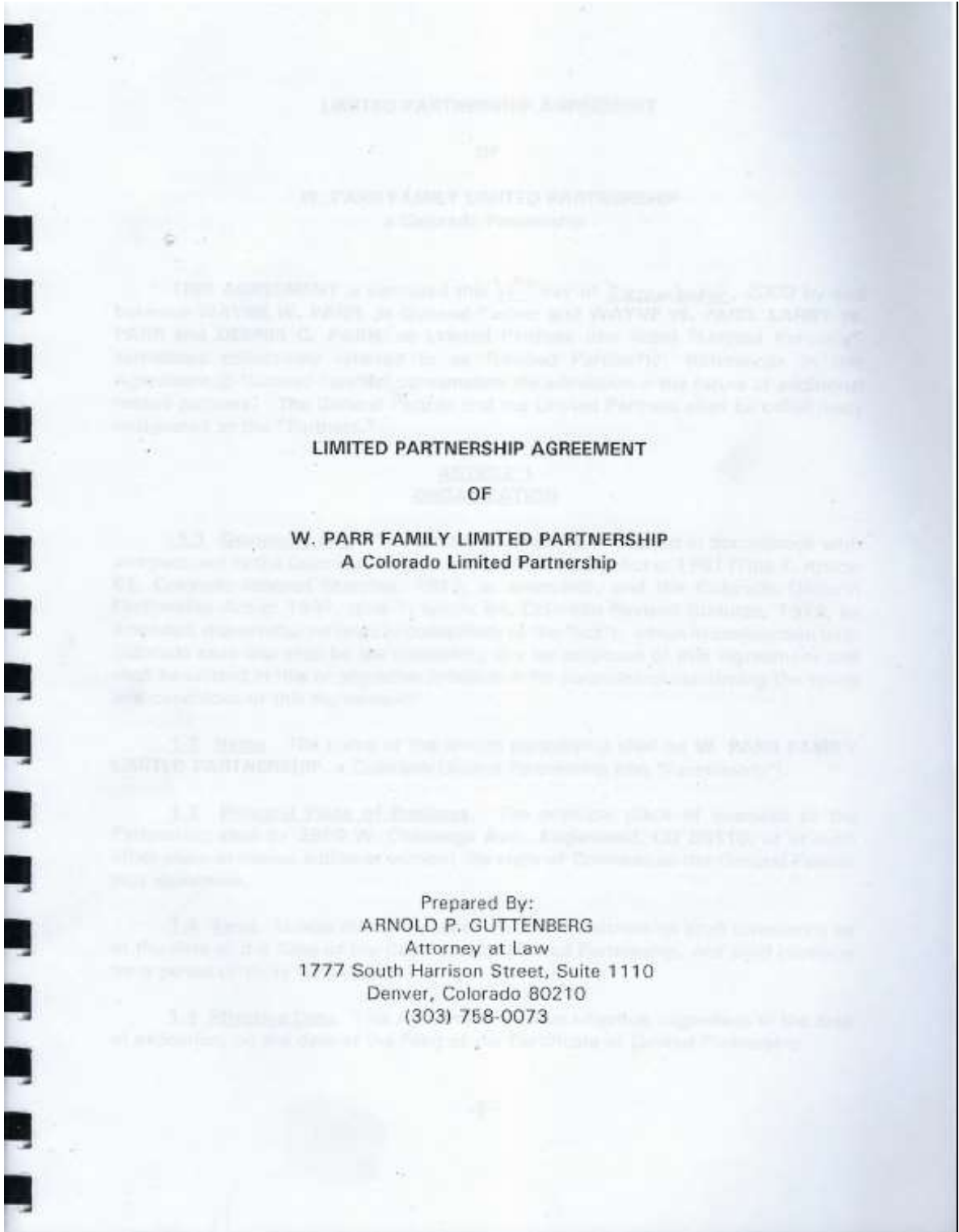

Larry W. Parr

"LIMITED PARTNERS"


Emma M. Parr


Larry W. Parr


Dennis C. Parr



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EXHIBIT B

The undersigned, being the Partners of this Partnership, have executed this Agreement as of the day and year first above written.

"GENERAL PARTNER"

"LIMITED PARTNERS"

Wayne W Parr
Wayne W. Parr

Wayne W Parr
Wayne W. Parr

Larry W. Parr
Larry W. Parr

Dennis C. Parr
Dennis C. Parr

1
2
3

EXHIBIT B

PAGE 2
 LARRY PARR
 GENERAL
 CLIENT CODE: 2160.000

ATTY	DESCRIPTION	HOURS	RATE	AMOUNT
November 1, 2005				
SJY	Telephone conf with L. Parr re: leases; telephone conf with M. Greene re: Leases	0.50	215	107.50
November 15, 2005				
SJY	Telephone conf with M. Greene re: lease issues; office conf with FDIII re: lease issues	1.00	215	215.00
November 21, 2005				
SJY	Telephone conf with M. Greene re: leases; review correspondence from M. Greene and make notes re: issues for leases	1.25	215	268.75
November 22, 2005				
SJY	Telephone conf with M. Greene re: Parr lease issues	0.50	215	107.50
December 2, 2005				
SJY	Telephone conf with M. Greene re; Parr leases and properties; review documents from M. Greene	1.75	215	376.25
December 5, 2005				
SJY	Correspond with Shelley Gonzales re Larry Parr leases and minutes for Arapahoe Storage; Review Parr documents	0.75	215	161.25
December 8, 2005				
SJY	Office conference with L. Parr leases	0.50	215	107.50
December 13, 2005				
SJY	Office conference with L. Parr and M. Greene re leases and changes to	2.50	215	537.50

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EXHIBIT C

PAGE 3
 LARRY PARR
 GENERAL
 CLIENT CODE: 2160.000

ATTY	DESCRIPTION	HOURS	RATE	AMOUNT
	be made; Draft changes to leases per L. Parr and M. Greene			
	December 19, 2005			
SJY	Correspond with Shelley Gonzales re Parr lease agreements and minutes for Arapahoe Storage; Review minutes and lease agreements per L. Parr's comments	1.00	215	215.00
	December 21, 2005			
SJY	Revise Parr lease agreements per L. Parr's comments	0.75	215	161.25
	December 22, 2005			
SJY	Telephone conference with L. Parr re Parr lease agreements and minutes for Arapahoe Storage	0.75	215	161.25
	December 27, 2005			
SJY	Telephone conference with L. Parr re Parr lease agreements and minutes for Arapahoe Storage; Office conference with L. Parr to update leases	1.00	215	215.00
	December 29, 2005			
SJY	Telephone conference with L. Parr re Parr lease agreement and minutes for Arapahoe Storage; Revise lease and prepare memoranda for lease, explaining updates	1.00	215	215.00
	TOTAL PROFESSIONAL SERVICES	18.25	\$	3,830.00

COSTS AND DISBURSEMENTS

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EXHIBIT C

PAGE 4
 LARRY PARR
 GENERAL
 CLIENT CODE: 2160.000

DATE	DESCRIPTION	AMOUNT			
10/12/05	Filing fee (\$50 X 3)	150.00			
	TOTAL COSTS AND DISBURSEMENTS	\$ 150.00			
TOTAL NEW CHARGES		\$ 3,980.00			
PAYMENTS AND CREDITS					
10/27/05	Payment Received - Thank You	-483.75			
12/29/05	Courtesy Discount	-200.00			
12/31/05	Payment Received - Thank You	-1,722.50			
02/03/06	Courtesy Credit	-200.00			
	TOTAL PAYMENTS AND CREDITS	\$ -2,606.25			
TOTAL AMOUNT DUE		\$ 1,373.75			
AGED BALANCE	CURRENT	OVER 30	OVER 60	OVER 90	TOTAL
FEEs	1373.75	0.00	0.00	0.00	1373.75
COSTS	0.00	0.00	0.00	0.00	0.00
TOTAL	1373.75	0.00	0.00	0.00	1373.75

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EXHIBIT C

CHAYET, YOUNG, DAWSON & DANZO, LLC
 ATTORNEYS AT LAW
 425 SOUTH CHERRY STREET, SUITE 300
 DENVER, CO 80246
 (303) 355-6500

LARRY PARR
 2690 W. UNION AVE.
 ENGLEWOOD, CO 80110

DECEMBER 3, 2005
 CLIENT CODE: 2412.000

MATTER: ESTATE OF WAYNE PARR

PREVIOUS BALANCE DUE \$ 694.50

PROFESSIONAL SERVICES

<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
November 5, 2005				
FD3	Review from CPA's Hester & Green, respond with emails; Preparation of copies of FLP amendments and estate documents, send to both CPAs	0.90	195	175.50
November 15, 2005				
FD3	Review emails from Rod Hester and Mike Green, replies to them	0.80	195	156.00
November 28, 2005				
FD3	Telephone conference with David Murphy on Judith issues; Conference with Steve Young on issues; Review emails from Mike Green	1.20	195	234.00
December 2, 2005				
FD3	Review email from Mike Green and respond; Review letter from Mike Green; Review fax on Emily Parr LLLP	0.60	195	117.00
TOTAL PROFESSIONAL SERVICES		3.50		\$ <u>682.50</u>

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EXHIBIT C

CHAYET, YOUNG, DAWSON & DANZO, LLC
 ATTORNEYS AT LAW
 425 SOUTH CHERRY STREET, SUITE 300
 DENVER, CO 80246
 (303) 355-8500

LARRY PARR
 2690 W. UNION AVE.
 ENGLEWOOD, CO 80110

FEBRUARY 3, 2006
 CLIENT CODE: 2412.000

MATTER: ESTATE OF WAYNE PARR

PREVIOUS BALANCE DUE \$ 500.00

PROFESSIONAL SERVICES

<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
January 5, 2006				
FD3	Telephone conference with Dave Murphy on Issues and status	0.30	215	64.50
January 18, 2006				
FD3	Conference with Larry on issues	<u>0.40</u>	215	<u>88.00</u>
	TOTAL PROFESSIONAL SERVICES	0.70		<u>\$ 150.50</u>

TOTAL NEW CHARGES \$ 150.50

TOTAL AMOUNT DUE \$ 650.50

AGED BALANCE	CURRENT	OVER 30	OVER 60	OVER 90	TOTAL
FEES	150.50	500.00	0.00	0.00	650.50
COSTS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL	150.50	500.00	0.00	0.00	650.50

YOUR PROMPT PAYMENT IS APPRECIATED - THANK YOU

PAGE 2
LARRY PARR
ESTATE OF WAYNE PARR
CLIENT CODE: 2412.000

YOUR ACCOUNT IS PAST DUE

THIS MONTH OUR HOURLY RATES HAVE INCREASED

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EXHIBIT C

CHAYET, YOUNG, DAWSON & DANZO, LLC
ATTORNEYS AT LAW
425 SOUTH CHERRY STREET, SUITE 300
DENVER, CO 80246
(303) 355-8500

LARRY PARR
2690 W. UNION AVE.
ENGLEWOOD, CO 80110

FEBRUARY 3, 2006
CLIENT CODE: 2412.000

MATTER: ESTATE OF WAYNE PARR

PROFESSIONAL SERVICES

ATTY	DESCRIPTION	HOURS	RATE	AMOUNT
August 22, 2005				
FD3	Telephone conference with Dan Murphy on issues - he will pull file and get back to me; Review of all documents on Wayne Parr estate - make list of questions	1.40	195	273.00
August 25, 2005				
FD3	Conference with Larry on issues	0.50	195	97.50
September 6, 2005				
FD3	Telephone conference with Larry on issues on land; Conference with Steve	0.40	195	78.00
September 12, 2005				
FD3	Conference with Larry to discuss estate issues and Judith letter	0.50	195	97.50
September 19, 2005				
FD3	Telephone conference with Mike Green on various issues (2x) (9/16 - 9/19)	0.50	195	97.50
September 27, 2005				
FD3	Telephone conference with Rod	0.40	195	78.00

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EXHIBIT C

PAGE 2
 LARRY PARR
 ESTATE OF WAYNE PARR
 CLIENT CODE: 2412.000

ATTY	DESCRIPTION	HOURS	RATE	AMOUNT
	Hester on trust issues			
	October 6, 2005			
FD3	Telephone conference with Dave Murphy; Prepare for and conference with Larry, Dennis, two CPAs, Jim O'Leary	1.40	195	273.00
	November 6, 2005			
FD3	Review from CPA's Hester & Green, respond with emails; Preparation of copies of FLP amendments and estate documents, send to both CPAs	0.90	195	175.50
	November 15, 2005			
FD3	Review emails from Rod Hester and Mike Green, replies to them	0.80	195	156.00
	November 28, 2005			
FD3	Telephone conference with David Murphy on Judith issues; Conference with Steve Young on issues; Review emails from Mike Green	1.20	195	234.00
	December 2, 2005			
FD3	Review email from Mike Green and respond; Review letter from Mike Green; Review fax on Emily Parr LLLP	0.60	195	117.00
	December 5, 2005			
FD3	Telephone conference with Larry on Dennis, Judith and CPA issues	0.40	195	78.00
	December 7, 2005			
FD3	Conference with Steve issues; Review and organize file for meeting	0.90	195	175.50

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EXHIBIT C

TOTAL \$10,207²⁵

\$1,500⁰⁰



\$1,300⁰⁰



\$533⁷⁵



\$3,099⁵⁰

\$2,024⁰⁰

4012		BALANCE BROUGHT FORWARD	
DATE	Dec 31, 05	DEPOSIT	
TO	DANGER III "COY"	Jan 3 06	
		3043	00
FOR	Lo Pen Partnership	TOTAL	35239 03
		THIS CHECK	3099 50
		OTHER	
TAX DEDUCTIBLE		BALANCE	32,139 53

1008			
DATE	April 16, 06	DEPOSIT	
PAY TO	DANGER		
FOR	Partnership	TOTAL	2024 00
	Louanna	THIS CHECK	
	Ernie Bill	OTHER TRANS +/-	
TAX DEDUCTIBLE	<input type="checkbox"/>	BALANCE	9571 58

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EXHIBIT C

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2700

DATE 9-17-5

PAY TO Charvet Young

4

FOR

	DEPOSIT	13250	17
	TOTAL		
	THIS CHECK	1750	00
	OTHER TRANS +/-		
	BALANCE	11495	17

TAX DEDUCTIBLE



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EXHIBIT C

SUMMARY OF STATEMENTS FROM THE OFFICE OF CHAYETT, YOUNG, DAWSON, MEEGAN, AND DANZO LLC

MISSING: August 3, 2005 BILLING
 MISSING: September 3, 2005 BILLING
 MISSING: JANUARY 3, 2006 BILLING

DATE	ATTY	DESCRIPTION	HOURS	RATE	AMOUNT
Monday, August 22, 2005	FD3	Telephone conference with Dan Murphy on issues - he will pull file and get back to me; Review of all documents on Wayne Parr estate - make a list of questions	1.4	\$ 195.00	\$ 273.00
Thursday, August 25, 2005	FD3	Conference with Larry on issues	0.5	\$ 195.00	\$ 97.50
Tuesday, September 6, 2005	FD3	Telephone conference with Larry on issues on land; Conference with Steve	0.4	\$ 195.00	\$ 78.00
Monday, September 12, 2005	FD3	Conference with Larry to discuss estate issues and Judith letter	0.5	\$ 195.00	\$ 97.50
Monday, September 19, 2005	FD3	Telephone conference with Mike Green on various issues (2x) (9/16 - 9/19)	0.5	\$ 195.00	\$ 97.50
Tuesday, September 27, 2005	FD3	Telephone conference with Rod Hester on trust issues	0.4	\$ 195.00	\$ 78.00
Thursday, October 6, 2005	FD3	Telephone conference with Dave Murphy; Prepare for conference with Larry, Dennis, two CPAs, Jim O'Leary	1.4	\$ 195.00	\$ 273.00
Tuesday, November 1, 2005	SJY	Telephone conference with L. Parr re: leases; telephone conf with M. Greene re: leases	0.5	\$ 215.00	\$ 107.50
Sunday, November 6, 2005	FD3	Review from CPA's Hester & Green, respond with emails; Preparation of copies of FLP amendments and estate documents, send to both CPAs	0.9	\$ 195.00	\$ 175.50
Tuesday, November 15, 2005	FD3	Review emails from Rod Hester and Mike Green, replies to them	0.8	\$ 195.00	\$ 156.00
Tuesday, November 15, 2005	SJY	Telephone conf with M. Greene re: lease issues; office conf with FDIII re: leases issues	1	\$ 215.00	\$ 215.00
Monday, November 21, 2005	SJY	Telephone conf with M. Greene re: Leases; review correspondence from M. Greene and make notes re: issues for leases	1.25	\$ 215.00	\$ 268.75
Tuesday, November 22, 2005	SJY	Telephone conf with M. Greene re: Parr lease issues	0.5	\$ 215.00	\$ 107.50
Monday, November 28, 2005	FD3	Telephone conference with David Murphy on Judith issues; Conference with Steve Young on issues; Review emails from Mike Green	1.2	\$ 195.00	\$ 234.00
Friday, December 2, 2005	FD3	Review email from Mike Green and respond; Review letter from Mike Green; Review fax on Emily [Emma] Parr LLLP [FLP]	0.6	\$ 195.00	\$ 117.00
Friday, December 2, 2005	SJY	Telephone conf with M. Greene re: Parr leases and properties; review documents from M. Greene	1.75	\$ 215.00	\$ 376.25
Monday, December 5, 2005	SJY	Correspond with Shelly Gonzales re Larry Parr leases and minutes for Arapahoe Storage; Review Parr documents	0.75	\$ 215.00	\$ 161.25

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EXHIBIT C

Wednesday, December 7, 2005	FD3	Conference with Steve issues; Review and organize file for meeting	0.9	\$ 195.00	\$ 175.50
Thursday, December 8, 2005	FD3	Prepare and conference with Larry Parr, Michael Green, Steve Young	1.3	\$ 195.00	\$ 253.50
Thursday, December 8, 2005	SJY	Office conference with L. Parr leases	0.5	\$ 215.00	\$ 107.50
Thursday, December 8, 2005	FD3	Prepare and conference with Larry Parr, Michael Green, Steve Young	1.3	\$ 195.00	\$ 253.50
Tuesday, December 13, 2005	SJY	Office conference with L. Parr and M. Greene re leases and changes to be made; Draft changes to leases per L. Parr and M. Greene	2.5	\$ 215.00	\$ 537.50
Monday, December 19, 2005	SJY	Correspond with Shelly Gonzales re Larry Parr lease agreements and minutes for Arapahoe Storage; Review minutes and lease agreements per L. Parr's comments	1	\$ 215.00	\$ 215.00
Wednesday, December 21, 2005	SJY	Revise Parr lease agreements per L. Parr's comments	0.75	\$ 215.00	\$ 161.25
Thursday, December 22, 2005	SJY	Telephone conference with L. Parr re Parr lease agreements and for Arapahoe Storage	0.75	\$ 215.00	\$ 161.25
Thursday, December 29, 2005	FD3	Telephone conference with Larry; Telephone conference with Lee Sherrbenow [sherbenou]; conference with Larry and Steve	1.8	\$ 195.00	\$ 351.00
Thursday, December 29, 2005	SJY	Telephone conference with L. Parr re Parr lease agreement and minutes fro Arapahoe Storage; Revise lease and prepare memoranda for lease, explaining updates	1	\$ 215.00	\$ 215.00
Thursday, December 29, 2005	FD3	Telephone conference with Larry; Telephone conference with Lee Sherrbenow [sherbenou]; conference with Larry and Steve	1.8	\$ 195.00	\$ 351.00
Thursday, January 5, 2006	FD3	Telephone conference with Dave Murphy on issues and status	0.3	\$ 215.00	\$ 64.50
Wednesday, January 18, 2006	FD3	Conferecne with Larry in issues	0.4	\$ 215.00	\$ 86.00
Wednesday, January 18, 2006	FD3	Telephone conference with Larry on	0.4	\$ 215.00	\$ 86.00
Friday, December 8, 2006	FD3	Prepare and conference with Larr Parr, Michael Green, Steve Young	1.3	\$ 195.00	\$ 253.50
Friday, December 29, 2006	FD3	Telephone conference with Larry; Telephone conference with Lee Sherrbenow [sherbenou]; conference with Larry and Steve	1.8	\$ 195.00	\$ 351.00
Sunday, December 27, 2015	SJY	Telephone conference with L. Parr re parr lease agreements and minutes for Arapahoe Storage	1	\$ 215.00	\$ 215.00
Monday, December 5, 2016	FD3	Telephone conference with Larry on Dennis, Judith and CPA issues	0.4	\$ 195.00	\$ 78.00

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EXHIBIT C

<p>DISTRICT COURT ARAPAHOE COUNTY, COLORADO</p> <p>7325 S. Potomac Street Centennial, CO 80112</p>	<p align="center">. COURT USE ONLY .</p>
<p>In the Interest of Emma Parr, Plaintiff, MARTIN COX, Guardian, vs. LARRY PARR, Suspended Trustee.</p>	
<p>For the Guardian: Jennifer S. Gormely 6060 Greenwood Plaza Blvd., Suite 300 Greenwood Village, Colorado 80111 For the Suspended Trustee: Rebecca Schroer, Esq. 555 17th Street, Suite 3200 Denver, Colorado 80202 Guardian Ad Litem: M. Kent Olsen, Esq. 650 S. Cherry St., Suite 850 Denver, Colorado 80246 Estate Guardian Conservator and Trustee: Tamara Palmer, Esq. 6060 Greenwood Plaza Blvd., Suite 2 Greenwood Village, CO 80111 For the Protected Person and Ward Emma Parr: David Steinhoff, Esq. 3333 South Bannock St., Suite 900 Englewood, Colorado 80110 For Dennis Parr: Martin J. Plank, Esq. 3900 E. Mexico Ave., Suite 1300 Denver, Colorado 80210</p>	<p>The matter came on for hearing on May 25, 2011 before the HONORABLE TIMOTHY L. FASING, JUDGE of the District Court, and the following FTR proceedings were had.</p>

Aapex Legal Services, LLC
10521 Booth Drive
Longmont, CO 80504
Tel: 303-532-7866 Fax: 303-539-5288



Exhibit 51, Page 1

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EXHIBIT D

I N D E X

WITNESSES FOR THE GUARDIAN:

TAMARA PALMER

Direct Examination.....	23
Cross-Examination.....	56
Redirect Examination.....	71

MELISSA OLSON

Direct Examination.....	73
Cross-Examination by Ms. Schroer.....	86
Cross-Examination by Mr. Plank.....	93
Cross-Examination by Mr. Olsen.....	94

Dennis PARR

Direct Examination.....	94
Cross-Examination by Ms. Schroer.....	104
Cross-Examination by Mr. Plank.....	114
Cross-Examination by Mr. Olsen.....	118
Recross-Examination by Ms. Schroer.....	123
Recross-Examination by Mr. Plank.....	126

MARTIN COX

Direct Examination.....	128
Cross-Examination by Ms. Schroer.....	145
Cross-Examination by Mr. Olsen.....	176
Redirect Examination.....	179

WITNESSES FOR THE SUSPENDED TRUSTEE:

PATTY JONES

Direct Examination.....	182
Cross-Examination.....	201
Cross-Examination by Mr. Plank.....	218
Cross-Examination by Mr. Olsen.....	220
Redirect Examination.....	224

Apex Legal Services, LLC
 10521 Booth Drive
 Langmont, CO 80504
 Tel: 303-532-7856 Fax: 303-539-5298

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EXHIBIT D

1 your knowledge of what was happening? And, this is dated
2 December 1st, 2005.

3 A Well, what I've read right now, it seems like it's --
4 it's something I've never read before.

5 Q So, you have no independent knowledge of what was
6 happening at that time, or know of any --

7 A No, I don't.

8 Q (Indiscernible) Can we turn to Exhibit I, same book?
9 And this is the lease agreement. Can you describe your
10 knowledge of the circumstances surrounding the lease agreement,
11 if any?

12 A You know, I, again, I wasn't involved with that, but
13 I know my mom wasn't very happy with the lease agreement. She
14 -- she told me on numerous occasions that they didn't have any
15 money, and she could not do any more traveling. And, before
16 that, she did a lot of traveling, but I don't think she wanted
17 to stand up to Larry on any of this, what she's getting paid.
18 And, Larry pretty much took care of everything, and told her
19 what he was going to pay her. So, like I said, she was very
20 disappointed on -- that she could not travel anymore because
21 she -- Larry informed her they did not have any money. So, I
22 know she was not happy with it.

23 Q So, looking at -- if I direct your attention to page
24 3 of 4 of Exhibit I, which is the lease agreement, do you have
25 any knowledge surrounding her signature on this document?

Aapex Legal Services, LLC
10621 Booth Drive
Longmont, CO 80504
Tel: 303-532-7856 Fax: 303-539-5296

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EXHIBIT D

**Fulfillment of 1995 Property Purchase Agreement
Between Emma Parr and Larry Parr**

Note: Inflation values are not factored into the cumulative total.

	Value in Year Achieved	Value in 2013	Value in 2015
1979-1995 SUMMARY			
1979 Property taxes for Parcels 21 &22	\$ 650.00	\$ 2,086.50	\$ 2,125.50
1979 Living expenses for Emma Parr	\$ 15,000.00	\$ 48,150.00	\$ 49,050.00
1979 Home Furnishings for Emma Parr's House	\$ 17,197.00	\$ 55,202.37	\$ 56,234.19
1979 Improvements to House Exterior and Yard on Parcel 21	\$ 54,766.00	\$ 175,798.86	\$ 179,084.82
1980 Property taxes for Parcels 21 & 22	\$ 650.00	\$ 1,839.50	\$ 1,872.00
1980 Living expenses for Emma Parr	\$ 15,000.00	\$ 42,450.00	\$ 43,200.00
1981 Robertson Surveying and Engineering Co. (Lien)	\$ 3,755.00	\$ 9,612.80	\$ 9,838.10
1981 Living expenses for Emma Parr (3 mos.)	\$ 3,750.00	\$ 9,600.00	\$ 9,825.00
1980/1981 Land Development of Parcel 22 Only (2.97 Acres)	\$ 215,646.59	\$ 552,055.26	\$ 732,269.34
1981 Land Improvements of Parcel 21 Only (1.25 Acres)	\$ 19,274.50	\$ 49,342.72	\$ 50,499.19
1989-1994 Allowance of Klode, Inc. rent receipts to Emma Parr for use of 2 acres of Larry's land; Parcels 23 and 54	\$ 120,000.00	\$ 199,200.00	\$ 204,000.00
1995 - 2012 Financial Support for Emma Parr	\$ 617,882.54	\$ 175,798.86	\$ 179,084.82
1995 Land Improvement of Parcel 21	\$ 11,451.37	\$ 17,520.59	\$ 17,864.13
1995 Land Development of Parcel Parcel 22	\$ 73,368.85	\$ 112,254.34	\$ 114,455.41
1995 - 2000 Maintenance and Labor for Parcels 21 and 22	\$ 300,471.42	\$ 434,181.20	\$ 442,193.78
	\$ 1,468,863.27	\$ 1,885,093.02	\$ 2,091,596.28

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EXHIBIT E

CHAYET YOUNG DAWSON MEEGAN L. DANZO, LLC

July 18, 05

July 18, 2005

Larry Parr
2690 W. Union Ave.
Englewood, CO 80110

Re: Engagement of Chayet, Young, Dawson & Danzo, LLC

Dear Larry:

Thank you for placing confidence in Chayet, Young, Dawson & Danzo, LLC to represent you regarding your Family Limited Partnership issues, Corporation Issues and Estate Planning issues. Should you request and we agree that additional services will be performed by us in this or other matters, then this engagement letter will govern those additional services unless we agree in writing on different terms. This letter describes the terms on which our firm will provide and bill for our legal services.

Over the last year or so, the Internal Revenue Service (IRS) has utilized a new approach to lessen or, in the worst case eliminate, the tax savings often obtained by the use of family limited partnerships. The IRS's prior approach in attacking limited partnerships has been routinely rejected by the courts. As a result, the IRS has generally abandoned their claims based on lack of business purpose. They have given up their claims that lack of marketability and control should not apply to some, or most, family limited partnerships. However, they have launched a new set of attacks with some success over the past couple of years. The IRS is now relying on some new approaches, i.e., too much control and benefit retained by the general partner(s) and, in some cases, the failure of the general partner(s) to manage and deal with the partnership as a real separate entity apart from their prior use, or enjoyment, of the partnership assets. The case law (i.e., court decisions) is currently developing, and the results are unknown or uncertain at this time. However, in the interests of our clients, we are strongly recommending that certain actions be taken to strengthen the validity of existing agreements. The actions we are recommending involve amending several provisions of the existing partnership agreements, and encouraging that certain actions be taken by the general partners to give substance to operation of the partnership as a legitimate, separate legal entity.

We discussed our assistance initially in assisting you with amending three Family Limited Partnerships. We also discussed updating your estate planning documents with a Trust Amendment; Medical Power of Attorney; Financial Power of Attorney; Trust Statements of Authority; and a Nomination of Guardian and Conservator Statement. Additionally, we spoke of assisting you in formalizing the various corporate entities involved in your holdings, as well as deciding which entities are appropriate and best suited for your use.

I will be primarily responsible for the work done on your Family Limited Partnership and estate planning documents. My paralegal, Shelley, may also work on this matter. Stephen J. Young will be primarily responsible for the corporate work and his paralegal Sharon, may also work on this

ATTORNEYS AT LAW

425 South Cherry Street • Suite 300 • Denver, Colorado 80246 • 303-355-8500 • Fax 303-355-8501
www.CYDMDLaw.com • www.ColoradoElderLaw.com • www.ColoradoBusinessLawyers.com • E-Mail: contact@CYDMDLaw.com

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EXHIBIT F

matter. You should feel free to call me at anytime to discuss the case. If you ever have questions about how we are handling this matter, please contact us at once.

As lawyers, we are required to protect the confidentiality of the information you provide to us. You must be absolutely honest and frank with us so that we are not surprised or disadvantaged by facts that only you know about.

As part of our representation, we will work with you and consult you before we take important steps, unless the circumstances make this impractical. Likewise, you should consult with us before you or your client take important steps. For example, you should talk to us before you make any transfers or retitle any assets. Furthermore, we expect that you will cooperate with us by promptly answering any questions that we may have and providing us with any needed information. If we ask for permission to get official records, you should help us get those records.

Our objective is to obtain your desired results in a cost-effective manner. Our hourly rates and the hourly rates of members of professional staff that we retain, provide the principal basis for billing for our services. We base these rates on various factors which include years of experience, specialization in training and practice, and level of professional attainment. Our current hourly rates are \$195.00 to \$215.00. The current hourly rates of professional staff that we retain is \$75.00 to \$90.00. We review and adjust the schedule of rates from time to time.

Normally it is about \$1250.00 for us to update a Family Limited Partnership. We will discount that since we are doing 3 of them for a total of \$1900.00. The estate planning documents (Trust Amendment; Medical Power of Attorney; Financial Power of Attorney; Trust Statements of Authority; and a Nomination of Guardian and Conservator Statement) will be \$750.00 to prepare. The corporate work will be \$1,800.00 and will include either organizing all of the entities or dissolving those we don't keep or both. The review of the lease and the Estate of Wayne Parr we will handle by the hour. I would estimate at least 5 hours to do so and it might take as many as 10 hours or more, but I will let you know if we go over 5 hours as to what things look like.

Our policy is to bill each client monthly for all services performed and costs and disbursements recorded in the previous month. The retainer you pay us will be retained in our trust account until it is earned.

As security for the payment of the fees, costs, and disbursements incurred on your behalf, and without prejudice to any other rights, recourse or remedies we may have, you hereby grant us a security interest in and lien upon any sum or sums that may be on deposit in our client trust and/or retainer account(s) in connection with any engagement covered by this letter.

You should understand that although we will perform our professional services on your behalf to the best of our ability, we cannot make and have not made any guarantees regarding the outcome of this matter. Any discussions we have with you in this regard reflect our best professional

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EXHIBIT F

evaluations only and are limited by our knowledge at the time. Although we will strive to provide you with excellent representation, you will have the right to terminate our engagement at any time. Similarly, we will have the right to terminate our engagement at any time, subject to giving you reasonable notice to arrange alternative representation.


If these terms and conditions meet with your approval, please sign a copy of this letter and return it to our office, along with a retainer in the amount of \$1500.00. If you have any questions about these terms or would like to discuss them, please call me as soon as possible.

These terms and conditions will apply to any future work we undertake for you unless we send you a new letter reflecting different terms and conditions.

We look forward to working with you.

Very truly yours,

Chayet, Young, Dawson & Danzo, LLC


Frank J. Danzo, III

AGREED TO AND ACCEPTED:



Larry Park

Dated: 7-21-05

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EXHIBIT F

Michael E. Greene
Certified Public Accountant

*"Reasonably Priced Professional Accounting
Services for the Individual & Small Business"*



*Member American Institute of Certified Public Accountants
and Colorado State Investigators Association*

P.O. Box 934, Granby, CO 80446 • (970) 887-2796
6040 W. Lakeside Ct., Littleton, CO 80125 • (303) 683-1561
1012 E. Cooper St., #5, Aspen, CO 81611 • (970) 544-2063
Email: megreene75@hotmail.com

STATEMENT

December 14, 2005

Larry Parr
Arapahoe RV Storage
2690 W. Union Ave.
Englewood, Co 80110

6/23/05	.5 hr	phone call Larry re questions
6/24/05	.25 hr	phone call Beth re QB questions
6/26/05	1.75 hr	enter answers to QB questions; analytical review of last year; reclass personal expenses
6/27/05	.5 hr	review dividends for deductions. call Larry re Sprague&Emachine & increase in rent
7/6/05	2.5 hr	mtg with Larry and attorneys re rent
8/14/05	.25 hr	call Larry re status of leases
8/25/05	.25 hr	call Larry re status of leases
9/6/05	.25 hr	Larry called attorney said ok to pay any amt of rent
9/8/05	2.0 hr	review files; new questions for attny re FMV , call Larry, call Stephen, call real estate agent on rent
9/16/05	1.0 hr	review property tax billings and schedule out various owners, etc.; Call Frank & Stephen
9/19/05	.5 hr	call from Frank re documents & owners
9/23/05	.75 hr	letter to Larry on info needed from attorneys
9/28/05	.5 hr	call to Larry re mtg with attorneys
10/6/05	3.0 hrs	meeting with Larry attorneys, Dermy, and financial planners
10/7/05	1.0 hr	email Frank re LP's; email Rod re mtg on rent
10/10/05	.5 hr	email from Rod re rent
11/10/05	3 hrs	prepare 940, journal entries, 941's, phone call Larry, email Frank & Rod
11/11/05	3 hrs	prepare W-2, W-3, review Wayne & Emma Parr Partnerships
11/14/05	3 hrs	review 706 return; email Rod & Frank; meet w Larry discuss payroll theft
11/18/05	.5 hr	phone call from Larry re: leases
11/20/05	2.5 hrs	review draft leases from Stephen; write ltr to Stephen with corrections
11/21/05	1 hr	revise letter & email to Frank

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EXHIBIT G

11/22/05 .5 hr call from Larry re: status of leases
11/23/05 .25 hr email from Rod re: GP issue on Wayne Parr Partnership
12/02/05 2 hrs email Frank re Lease; call from Stephen; email from Frank
12/04/05 .25 hr call from Larry re: appt with mom's attny
12/05/05 2 hrs call to Larry re GP issue; Emma ownership in Storage; emails to/from Rod re mtg and GP issue
12/06/05 1.5 hrs review 2nd amendment to Wayne Parr Partnership; email Rod; phone call Larry re POA for Emma; fax Stephen property tax list and realtor report
12/07/05 4 hrs mtg Larry, prepare 4 qtrs CY 04 Suta returns; Prepare 1099 Div & 1096; phone call attny, email Rod re GP issue
12/8/05 3.5 hrs call from Rod re mtg; prepare list of lease needs & fax to Stephen
12/12/05 2 hrs review amendment 2 Wayne Parr; track ownership for Rod & Dennis review leases
12/13/05 5 hrs prepare AJE's for corp return; prepare corp return; call Rod discuss leases
12/14/05 2.5 hrs finalize corp Fed return; correct depr from prior year; prepare State meet with Larry

Total time 50 hrs
Hourly rate \$75
Amount Due \$3,900

*Thank You
Mike*

(This billing will restore your \$1,500 retainer which will be applied to your final billing)

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EXHIBIT G

ACCOUNTING & CONSULTING AGREEMENT

The undersigned hires Michael E. Greene, CPA, (consultant) 6040 W. Lakeside Ct., Littleton, Co 80125 for accounting and tax consulting work. This agreement does NOT constitute an Audit engagement, I will perform the services described below. My hourly rate is \$75. Invoices are due upon presentation. A retainer is required.

I will protect the confidentiality of your financial information. This means that I will not divulge your information to anyone (including mortgage brokers) without your written release. I must also comply with valid court orders for production of financial information.

Services Requested:

1. Supervise + review QB data entry (CY04)
2. Perform Corporate bank reconciliations for CY04 on
Asphalt RV Storage, Inc
Storage, Inc
Main Storage, Inc
3. Prepare corporate and personal tax returns (CY04)
for corporations in den # 2 and Gary + Linda Per

1-31-05
(Date)
(Client) LARRY BARR

Michael E. Greene
(Consultant)

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EXHIBIT H

CHAYET YOUNG DAWSON & DANZO, LLC

425 S. Cherry Street, Suite 300
Denver, CO 80246
Phone: 303-355-8500
Toll-free: (866) 873-6596
Fax: 303-355-8501

FAX COVER SHEET

PLEASE DELIVER **11** PAGES (INCLUDING THIS COVER SHEET)

TO: Larry Parr

FAX NUMBER: 31745-9580

RE: Corrected Leases

FROM: J. Bellows for Steve Young

SENT ON: DECEMBER 22, 2006

MESSAGE:

Please find attached copies of the
E. Parr + W. Parr leases + memoranda detailing
changes made to each.

Thank you.

CONFIDENTIALITY NOTE: The information contained in this facsimile message is legally privileged and confidential information, intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this information is strictly prohibited. If you have received this transmittal in error, please notify us immediately by telephone or fax, and return the transmitted pages to us at the address above by U.S. Mail. Thank you.

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EXHIBIT i

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), made and entered into this 1st day of January, 2001, by and between W. Parr Family Limited Partnership, a Colorado family limited partnership date December 11, 2000, whose principal place of business is 2800 W. Chenango Ave., Englewood, CO 80110, (hereinafter referred to as "Lessor"), and Dennis Parr, an individual residing in Colorado, 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, TERM, RENT AND PAYMENT.

(A) Lessor hereby leases and demises unto Lessee the premises located at 2800 W. Chenango 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 five (5) acres of land.

(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 1of each year to Lessor the Rent plus interest due, on July 1of each year for the first one-half (½) Term. The Lessee covenants to pay on January 1of each year to Lessor the Rent plus interest due, on January 1of each year for the second one-half (½) Term. Payment shall be made on the first of each month during the Term hereof, to the Lessor at 2800 W. Chenango 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 Lessees 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.

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EXHIBIT I

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:

W. Parr Family Limited Partnership
2800 W. Chenango Ave.
Englewood, CO 80110

LESSEE:

Dennis Parr

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.

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EXHIBIT I

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:

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

By _____

Title _____

LESSEE:

Dennis Parr

Dennis Parr

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EXHIBIT I

EXHIBIT A

Legal Description

West 1/2 of the following parcel of land:

BEG 932.1 FT S OF NW COR NE 1/4 SE 1/4 TH W 533.4 FT TH SW
392.9 FT TH E 989 FT TH N 389.5 FT TH W 404 FT TO BEG SEC 8-5-68

Lease- Dennis Parr- W. Parr Family Limited Partnership 2005

4 of 4

Exhibit NNN, Page 4

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EXHIBIT I

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), made and entered into this 1st day of January, 2001, by and between W. Parr Family Limited Partnership, a Colorado family limited partnership date December 11, 2000, whose principal place of business is 2800 W. Chenango 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, TERM, RENT AND PAYMENT.

(A) Lessor hereby leases and demises unto Lessee the premises located at 2800 W. Chenango 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 five (5) acres of land.

(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 three thousand five hundred and 00/100 Dollars (\$3,500.00) ("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 2800 W. Chenango 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

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EXHIBIT I

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 effect 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:

W. Parr Family Limited Partnership
2800 W. Chenango 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

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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:

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

By [Signature]

Title General Partner

LESSEE:

ARAPAHOE STORAGE, INC., a Colorado corporation

By [Signature]

Title Owner

EXHIBIT A
Legal Description

East 1/4 of the following parcels of land:

Parcel:

BEG 932.1 FT S OF NW COR NE 1/4 SE 1/4 TH W 333.4 FT TH SW 392.9 FT TH E 989 FT TH N 389.5 FT TH W 404 FT TO BEG SEC 8-5-68

And

Parcel:

BEG 670.3 FT W OF SE CORNER OF NE 1/4 SE 1/4 TH W 250 FT TH 350 FT THE 250 FT TH S 350 FT TO BEG SEC 8

Loose Apache Storage - W Parr Family Limited Partnership 2005
1 of 1

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EXHIBIT I

19CV336
AUG 21 2021

FEB-05-2013 15:28

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), made and entered into on the 1st day of January, 2001, by and between E. Parr Family Limited Partnership, a Colorado family limited partnership dated 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.

Lease - Arapahoe Storage - E. Parr Family Limited Partnership 1000

EXHIBIT 2

1 of 1
Exhibit B

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EXHIBIT I

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 effect 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. Ferr 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.

FEB-06-2013 16:38

P. 03

13. ~~LESSEES 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 this 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

FEB-05-2013 16:38

P. 84

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

Leslie Angilaco Storage - E, Pwr Party Limited Partnership 2005

4474

TOTAL: P. 84

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EXHIBIT I

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.

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EXHIBIT I

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.

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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 [Signature]
Title General Partner

LESSEE:

ARAPAHOE STORAGE, INC., a Colorado corporation

By [Signature]
Title OWNER

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EXHIBIT I

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- Arapahoe Storage- E. Parr Family Limited Partnership 2005 4 of 4

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EXHIBIT I

1

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 8-5-68 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

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

[Signature]

WITNESS: ROY CANFIELD

[Signature]

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EXHIBIT J

CHAYET YOUNG DAWSON & DANZO, LLC

November 16, 2005

Michael E. Greene, CPA
6040 S. Lakeside Ct.
Littleton, CO 80125

Rod Hester, CPA
4155 E. Jewell Ave. #900
Denver, CO 80222

RE: Larry Parr

Dear Michael and Rod:

Enclosed please find copies of the amended W. Parr Family Limited Partnership and the amended E. Parr Family Limited Partnership. Larry is in the process of getting Dennis's signature on both of these documents.

I am also enclosing a copy of a letter from W. David Murphy's office with copies of the Assignments and a copy of the Settlement Agreement.

If you have any questions, please do not hesitate to call.

Sincerely,

CHAYET, YOUNG, DAWSON & DANZO, LLC



Frank J. Danzo, III

FJD:sg
Enclosures

ATTORNEYS AT LAW

425 South Cherry Street • Suite 300 • Denver, Colorado 80246 • 303-355-8500 • Fax 303-355-8501
www.CYDDLAW.com • www.ColoradoElderLaw.com • www.ColoradoBusinessLaw.com • 11-16-05

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EXHIBIT K

DISTRICT COURT, ARAPAHOE COUNTY, COLORADO

Case No. 06CV1883, Division 206

DEPOSITION OF: DENNIS C. PARR - February 18, 2008

JUDITH SIMMONS, f/k/a Judith D. Parr,

Plaintiff,

v.

LARRY W. PARR, LARRY W. PARR as Trustee of the
Wayne W. Parr Living Trust dated December 27, 2000,
WAYNE W. PARR LIVING TRUST DATED DECEMBER 27, 2000,
W. PARR FAMILY LIMITED PARTNERSHIP, ARAPAHOE
STORAGE, INC., DENNIS C. PARR and MARK YEVOLI,

Defendants,

and

RON JAGGER, TIM LYON, ROD HANSEN and JAMES WEBB,

Plaintiffs,

v.

LARRY W. PARR, LARRY W. PARR (AS TRUSTEE FOR THE
PARR FAMILY TRUST) and THE W. PARR FAMILY LIMITED
PARTNERSHIP,

Defendants.

Page 174

1 A. Oh, I imagine it's probably -- probably
 2 close to 5 million.
 3 Q. Okay. And do you know what its value
 4 was at the time your father died? Do you have an
 5 opinion as to what it was then?
 6 A. It's written down here, but I think it
 7 was 2.5.
 8 Q. So you would think that the property
 9 value has increased, almost doubled since your father
 10 has died; is that correct?
 11 A. I doubt that, but we did have an
 12 appraisal once for 5 million on ten acres. I don't
 13 know if that was a legit offer that someone made
 14 Larry. That might have been another scam there, but
 15 that's what I heard once, ten acres for 5 million,
 16 but --
 17 Q. All right. You're talking about an
 18 appraisal or an offer?
 19 A. No, just an offer from another realtor.
 20 Q. From whom?
 21 A. A realtor, it's Dunn Realty.
 22 Q. So you think someone at Dunn Realty
 23 offered Larry Parr 10 million for the partnership
 24 property?
 25 A. 5 million.

Page 175

1 Q. 5 million. I'm sorry.
 2 A. That's what he told my mother and I.
 3 Q. When did this offer supposedly occur?
 4 A. About three years ago.
 5 Q. So in 2004?
 6 A. I would say that's pretty close.
 7 Q. Roughly?
 8 A. Yes.
 9 Q. Okay. And he told this to you or to who
 10 else?
 11 A. No, he didn't tell me. Larry -- Larry
 12 was the one that came up to Mom and I and asked us if
 13 we would want to sell that property.
 14 Q. Okay. Did he tell you that he had
 15 gotten an offer on it at that time?
 16 A. Yes.
 17 Q. And is that the offer about which you
 18 speak?
 19 A. Yes.
 20 Q. And the offer was for about \$5 million?
 21 A. Yes.
 22 Q. Did he give you a copy of a contract
 23 saying that?
 24 A. No, no, he didn't.
 25 Q. Did he tell you who the person wanting

Page 176

1 to buy it would be?
 2 A. Yes. John C. Dunn. He's the owner of
 3 Dunn Realty.
 4 Q. Okay.
 5 A. He owns RV storages.
 6 Q. Okay.
 7 A. I don't -- go ahead.
 8 Q. Go ahead. I'm sorry.
 9 A. I don't know if the R-3 is equal with
 10 value as far as the storage, but for ten acres, that's
 11 what the price was. 5 million is what he offered.
 12 Q. Okay. And I don't want to be confused
 13 here, Mr. Parr. You said you had an appraisal. Did
 14 you really misspeak and mean that you had this offer
 15 that you told me about, or --
 16 When I say "appraisal," just so you
 17 know, I mean, you know, a study done, a report done
 18 like Exhibit 120. Okay. Do you understand --
 19 A. Right.
 20 Q. -- that?
 21 Right. Okay. Are you aware of any
 22 other appraisals, besides what's in Exhibit 120?
 23 A. Outside of what Judith said her property
 24 was, that the --
 25 MR. NORMAN: No, he's talking about the

Page 177

1 partnership property.
 2 A. Okay. Well, that's what I was relating
 3 it to since it's in the same area.
 4 MR. NORMAN: Okay.
 5 Q. (BY MR. DOUGHERTY) All right.
 6 A. Outside of what Judith said the car
 7 clinic or whatever, the -- wanted to offer her out
 8 of -- where was it -- New York, Chicago offered her.
 9 Q. Okay. And that's -- you're referring to
 10 what she testified to in her deposition testimony; is
 11 that right?
 12 A. Yes, uh-huh.
 13 Q. Now, any other appraisals, though, any
 14 other studies by appraisers, real estate agents,
 15 people in the real estate business, saying, as of a
 16 date certain, "Here's what I think this property is
 17 worth"?
 18 A. No, sir.
 19 Q. Okay. Now, when you say that it was
 20 worth -- it says somewhere what it was worth when your
 21 father died, what was it that you were referring to?
 22 A. The partnership agreement.
 23 Q. Okay. The agreement itself?
 24 A. Yes.
 25 Q. Okay. Do you know of any other

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EXHIBIT L

229

1 the property that she gave to Larry or the partnership
 2 property?
 3 A. The partnership property.
 4 Q. You believe that Emma Parr has a claim
 5 to the partnership property?
 6 A. Oh, yes.
 7 Q. And what is that claim, do you know?
 8 A. Yeah. I think she's 96 percent owner of
 9 the property, of the -- of the partnership.
 10 Q. Are we talking about the property that's
 11 marked in green on Exhibit 111?
 12 A. No, we're talking about the slash lines.
 13 Q. Okay. So that's what I was confused
 14 about. We're talking about Emma's property here with
 15 the slash lines --
 16 A. Right.
 17 Q. -- on 111?
 18 A. Correct.
 19 Q. So you're saying that he hasn't given
 20 her any money as to that?
 21 A. Right.
 22 Q. Okay. And then -- now, you had --
 23 You talked about here the restraining
 24 order that had been ordered against you, correct?
 25 A. Yes.

230

1 Q. And who represented you in that
 2 proceeding?
 3 A. Rod Snow.
 4 Q. How did you know Mr. Snow?
 5 A. Oh, I've done landscape for him.
 6 Q. You know him more than that; do you not?
 7 A. I've -- yeah. I've had him as an
 8 attorney back in the early '90s, I believe.
 9 Q. You had him as an attorney in the early
 10 '90s?
 11 A. Yes, I did.
 12 Q. Who got Rod Snow hooked up with your
 13 mother?
 14 A. I believe I did. Yep, I know I did.
 15 Q. And what did you get him hooked up with
 16 your mother for?
 17 A. Well, she was just tired of Larry
 18 harassing her all the time and wanted to get her money
 19 back and -- and dissolve the partnership.
 20 Q. So you hired Rod Snow to represent your
 21 mother in the lawsuit against Larry Parr?
 22 A. Right, I sure did.
 23 Q. What year did that get started, do you
 24 recall?
 25 A. '96.

231

1 Q. So since before or after this lawsuit
 2 started?
 3 A. Before.
 4 Q. So since 2006, you hired Rod Snow to sue
 5 Larry on behalf of your mother; is that correct?
 6 A. I didn't hire him. My mom did.
 7 Q. And how did she go about hiring him?
 8 A. She called him up.
 9 Q. And how did she call -- how did she know
 10 to call him up?
 11 A. I gave her the number, yes.
 12 Q. That's okay. We'll look at Exhibit 111.
 13 MR. NORMAN: Basic 111?
 14 MR. MINNIG: Yeah.
 15 Q. (BY MR. MINNIG) And I just want to make
 16 sure I understand your testimony. I apologize if it's
 17 been asked and answered.
 18 MR. NORMAN: Nope, that's -- well,
 19 anyway.
 20 MR. DOUGHERTY: Do I have it? What
 21 happened to it? Is it here?
 22 MR. NORMAN: You just want to ask some
 23 questions?
 24 MR. MINNIG: Just a general question.
 25 You can look at any of the cases.

232

1 MR. DOUGHERTY: Before we go any
 2 further, I'm hoping I didn't take what was
 3 Exhibit 111, but I don't think I did, because it had a
 4 sticker on it, should have had a sticker on it.
 5 MR. NORMAN: Okay.
 6 MR. DOUGHERTY: Looks like we found it.
 7 MR. NORMAN: Go ahead.
 8 Q. (BY MR. MINNIG) As far as you know, did
 9 Mr. Yevoli deliver any dirt that was placed anywhere
 10 other than on the green property?
 11 A. There might have been a little bit on
 12 the blue. There was a retainer wall there once with a
 13 road below it. Not much, but probably maybe 10,000
 14 yards on the blue.
 15 Q. And otherwise, all the dirt was
 16 delivered onto the green portion?
 17 A. Yes.
 18 Q. But it was only -- but none was
 19 delivered to the green portion that you're using; is
 20 that fair?
 21 A. Yeah, a little bit.
 22 Q. Just a little bit. Did you, in fact,
 23 put a stop to any dirt being put on your portion,
 24 other than that little bit?
 25 A. Yes, I did.

<p>DISTRICT COURT ARAPAHOE COUNTY, COLORADO</p> <p>7325 S. Potomac Street Centennial, CO 80112</p>	
<p>In the Interest of Emma Parr, Plaintiff, MARTIN COX, Guardian, vs. LARRY PARR, Suspended Trustee.</p>	<p align="center">. COURT USE ONLY .</p> <p>Case Number: 2007 PR 579 Division 21</p>
<p>For the Guardian: Jennifer S. Gornely 6060 Greenwood Plaza Blvd., Suite 300 Greenwood Village, Colorado 80111</p> <p>For the Suspended Trustee: Rebecca Schroer, Esq. 555 17th Street, Suite 3200 Denver, Colorado 80202</p> <p>Guardian Ad Litem: M. Kent Olsen, Esq. 650 S. Cherry St., Suite 850 Denver, Colorado 80246</p> <p>Estate Guardian Conservator and Trustee: Tamara Palmer, Esq. 6060 Greenwood Plaza Blvd., Suite 2 Greenwood Village, CO 80111</p> <p>For the Protected Person and Ward Emma Parr: David Steinhoff, Esq. 3333 South Bannock St., Suite 900 Englewood, Colorado 80110</p> <p>For Dennis Parr: Martin J. Plank, Esq. 3900 E. Mexico Ave., Suite 1300 Denver, Colorado 80210</p>	
<p>The matter came on for hearing on May 25, 2011 before the HONORABLE TIMOTHY L. FASING, JUDGE of the District Court, and the following FTR proceedings were had.</p>	

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EXHIBIT M

I N D E X

WITNESSES FOR THE GUARDIAN:

TAMARA PALMER

Direct Examination.....	23
Cross-Examination.....	56
Redirect Examination.....	71

MELISSA OLSON

Direct Examination.....	73
Cross-Examination by Ms. Schroer.....	86
Cross-Examination by Mr. Plank.....	93
Cross-Examination by Mr. Olsen.....	94

Dennis PARR

Direct Examination.....	94
Cross-Examination by Ms. Schroer.....	104
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Recross-Examination by Ms. Schroer.....	123
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MARTIN COX

Direct Examination.....	128
Cross-Examination by Ms. Schroer.....	145
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WITNESSES FOR THE SUSPENDED TRUSTEE:

PATTY JONES

Direct Examination.....	182
Cross-Examination.....	201
Cross-Examination by Mr. Plank.....	218
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Redirect Examination.....	224

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EXHIBIT M

1 appraised for, I believe 1.2 million. Since then, there's been
2 a lot of improvements on the property.

3 Q Could you describe those for me, generally?

4 A Well, electric gates, surveillance cameras, just all
5 the gravel that's on the -- on the property, the -- there's
6 just been numerous improvements to the property.

7 Q Has there been an appraisal completed since 1999 that
8 you know of?

9 A I do not, no, I don't believe there is.

10 Q Can you tell the Court a little bit about what
11 surrounds this property? For example, what are the adjoining
12 parcels of property, and what are they used for?

13 A Yeah, it's commercial property, and there's a roofing
14 company to the west of that. And, there's a concrete plant and
15 a CDI to the east of it. To the south of it is my brother's
16 place, and which my mother gave him that 20 years ago. And,
17 that's pretty much what surrounds it. One side on the west
18 side is surrounded by townhomes.

19 Q Is there any sort of transfer station or Waste
20 Management close to the property? Do they own any of the
21 parcels?

22 A It's -- it's probably 1,000 yards to the east.

23 Q Okay. And, what is that?

24 A It's Waste Management's transfer station.

25 Q Can you describe for us your rights as a limited

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<p>DISTRICT COURT ARAPAHOE COUNTY, COLORADO</p> <p>7325 S. Potomac Street Centennial, CO 80112</p>	<p align="center">. COURT USE ONLY .</p>
<p>In the Interest of Emma Parr, Plaintiff, MARTIN COX, Guardian, vs. LARRY PARR, Suspended Trustee.</p>	
<p>For the Guardian: Jennifer S. Gormely 6060 Greenwood Plaza Blvd., Suite 300 Greenwood Village, Colorado 80111 For the Suspended Trustee: Rebecca Schroer, Esq. 555 17th Street, Suite 3200 Denver, Colorado 80202 Guardian Ad Litem: M. Kent Olsen, Esq. 650 S. Cherry St., Suite 850 Denver, Colorado 80246 Estate Guardian Conservator and Trustee: Tamara Palmer, Esq. 6060 Greenwood Plaza Blvd., Suite 2 Greenwood Village, CO 80111 For the Protected Person and Ward Emma Parr: David Steinhoff, Esq. 3333 South Bannock St., Suite 900 Englewood, Colorado 80110 For Dennis Parr: Martin J. Plank, Esq. 3900 E. Mexico Ave., Suite 1300 Denver, Colorado 80210</p>	<p>The matter came on for hearing on May 25, 2011 before the HONORABLE TIMOTHY L. FASING, JUDGE of the District Court, and the following FTR proceedings were had.</p>

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EXHIBIT N

1 into evidence)

2 MS. GORMELY: Thank you, Your Honor.

3 Q (By Ms. Gormely:) All right, Ms. Palmer, can you
4 please describe the lease, and the contents of this lease?

5 A Well, it's a -- it's a general lease. The -- the
6 most important part of this lease is the term, and the -- the
7 rate of rent. And, that would be in IB. And apparently, this
8 lease goes from January 1, 2001 'till December 31st, of 2031.
9 And, the lease provides for rent of 20 -- or \$2,500 a year,
10 with a five percent increase per annum.

11 Q Do you have any -- reflect on the issue of who signed
12 the lease.

13 A Well, I have a -- I have lots of concerns about this
14 lease. First of all, I -- I have a couple of concerns about
15 the lease. The first thing is that Larry Parr is acting as a
16 general partner, signs on behalf of the partnership. But he
17 also signs as the owner of Arapahoe Storage, Inc. What is more
18 telling about the lease, itself, is it's dated January 1 of
19 2001. And, if you go down to the footnote, it says this lease
20 was created in 2005.

21 Q So you find that suspect?

22 A Well, you know, I'm an attorney. I draft. I -- I
23 kind of look at these like that. I'm a little concerned that I
24 have a lease that has a footnote for 2005, and it goes back to
25 2001, and the rent is so little. I -- I do have some concerns

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EXHIBIT N

1 about that. I don't know when this -- I'm presuming this was
2 created in 2005, because I can't imagine 2001 they thought,
3 well we should put 2005 on the lease. So, I have some concerns
4 about that. I have some concerns that -- that Larry is acting
5 as a fiduciary for his mother, and is also an owner. And, this
6 lease certainly benefits him.

7 Q Do you think it's a break of his fiduciary duty to
8 have executed this lease with himself?

9 A I think it is -- definitely falls under self-dealing.

10 Q Now, based on your years of experience in Arapahoe
11 County is the Public Administrator, do you have some ability to
12 consider the values and values of property?

13 A Well, I --

14 Q Values of leases?

15 A Well, I don't go out and look at them. But I do in -
16 - I -- I hire people. I -- I have relatives that tell me what
17 things to be rented for, and -- and whatever. I mean there's
18 procedures to, again, to take care of some of this -- this
19 stuff. And, he could have -- he could have had somebody else
20 approve this lease besides himself. He probably, or he should
21 have probably had someone value what that lease -- what that
22 lease agreement would be worth. And, do I think 30 year is a
23 long time for a lease? Probably not a reasonable amount of
24 time for -- the -- it would not be the best. The -- the
25 prudent man use, you know,, if they were using the prudent man,

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EXHIBIT N

1 30 years is a long time to value a lease at 2500 a year. It's
2 really low.

3 Q Do you know if this property was -- it was operating
4 -- the business was operating on this property. Have you found
5 out in your investigation anything about what the business
6 might be producing?

7 A Well, you know, I -- I have talked to -- trying to
8 get a history on what's been going on because I'm just trying
9 to figure out why we're here. My understanding is that at
10 least -- I don't know if it was before 2001 or 2005, I think
11 before 2005, my understanding was that that property, Emma --
12 Emma's property would be rented at 5,000 a month, not 2500 a
13 year. And certainly \$5,000 a month, with any sort of an
14 increase over the years, would -- would more than pay her
15 (indiscernible) care.

16 Q \$5,000 a month, what would explain, then, how we want
17 from \$5,000 a month down to \$2500 a year?

18 A Well, I -- Mr. Parr decided that he -- he wanted more
19 of the profits from his own business.

20 Q So, on page 3, you see Ms. Parr, Emma Parr's
21 signature there?

22 A I do.

23 Q And a date?

24 A I do.

25 Q So, here we have a lease, 2001 lease, that's got a

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EXHIBIT N

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47

1 footnote for 2005. Do you have -- what's the date that Emma
2 Parr signed on this lease?

3 A May 26th '06.

4 Q Do you have any question, or concern, about the
5 timing of that?

6 A I'm not even sure. I mean it looks like an
7 afterthought. She was -- there's no line for her. I'm not
8 sure why it's there. It -- it raised more questions than gave
9 answers.

10 Q And, in relationship to the revocation document that
11 you testified about a few minutes ago, it was -- it was --

12 A Well, it certainly was after that.

13 Q So, Mr. Parr listed himself. What's the title he's
14 calling himself out as?

15 A He's still call himself the general partner.

16 Q For this 2001 lease, or 2005 lease

17 A Or 2006.

18 Q At that time, were there any limited partners, other
19 than Emma Parr?

20 A Dennis Parr was the other limited.

21 Q And, do you see his name delineated here at all?

22 A I do not.

23 Q Do you know if he was included in the negotiations of
24 this lease?

25 A I do not.

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2

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EXHIBIT N

1 Q All right. Go through the next exhibit, which is
2 also a lease, Exhibit J. This -- this -- do you see it?

3 A I do.

4 Q What's the difference between Exhibit J and Exhibit
5 I, the one you just testified about?

6 A The only difference between I and J is -- the only
7 difference is that Larry is signing again as a general partner
8 for the family limited partnership, and then for Arapahoe
9 Storage, Inc. I can't really read when the signature. It was
10 like March something as owner. And then in the footnote it
11 still shows 2005. And, then it has the -- you know, page 1 of
12 4 and 3 of 4, whatever. So, the only thing is that the
13 signatures are different.

14 Q So, previous -- the previous document, Larry signed
15 as an owner of Arapahoe Storage, Inc.?

16 A Right.

17 Q Right? And then, just -- this new document, you have
18 Mark Uvoli (phonetic) signing as owner.

19 A Right. And it still -- it's still January 1, 2001.
20 It still provides for the all the other \$2500 annually, five
21 percent increase annually.

22 Q Did you have an opportunity to do some public record
23 searching of Arapahoe Storage, Inc.?

24 A I did.

25 Q And, if you turn your attention to the next exhibit,

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EXHIBIT N

1 Exhibit K, are those some of the public records you reviewed?

2 A I did.

3 Q And, of you have -- can you describe what those
4 records say?

5 A Well, K is -- the first page is the Articles of
6 Incorporation of Arapahoe Storage, Inc. And this company did
7 not come into existence 'till 2003.

8 Q And, who is the owner of the company?

9 A Larry W. Parr.

10 Q And, do -- when you go through these documents,
11 what's the -- the date, the last date that you see in terms of
12 the public records of this company? Are they current?

13 A I think we've got it starts at June 2nd, 2003. And,
14 I believe there was a -- well there's annual reports. The last
15 annual report was filed in 2010.

16 Q Did you find anywhere in those documents an owner
17 named Mark Yvoli?

18 A I did not.

19 Q And, in all the documents, who's the owner?

20 A Larry Parr.

21 Q And the registered agent?

22 A Larry Parr.

23 Q So, does that cause you concern when you -- when you
24 see a lease agreement with this general partnership and the
25 owner is somebody who's not an owner of the business?

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1 A Well, you know, it raises concerns. It -- it just
 2 begs the question of why we have a lease that's supposed to be
 3 30 years, and we have two of them, and they're signed by
 4 different people. If you have a 30-year lease, why would you
 5 resign it, if it was a valid lease to begin with? We have two
 6 leases that's signed by different people. I -- so I -- I -- I
 7 just -- and -- and they're signed by a company presumably in
 8 2001 that didn't exist.

9 Q And, you had the opportunity to look at some court
 10 pleadings in relationship to another -- a lawsuit that was
 11 going on in 2005 and 2006. Isn't that true?

12 A Correct.

13 Q And, I know that you didn't have a full opportunity
 14 to go through all the pleadings but you -- can you turn your
 15 attention to Exhibit O?

16 A Yes. Exhibit O, apparently again I -- for me, there
 17 was something that happened in 2005 that just spurred this
 18 whole problem with this family. And so, I was trying to figure
 19 that out, because again not getting answers from Counsel. So,
 20 I looked into this. I found there was a lawsuit, and I also
 21 found it was dismissed. So I did -- I was looking through the
 22 pleadings. Well, one of the pleadings, when it was dismissed,
 23 it was dismissed in July, on July 11th, '06 by Judge Post.
 24 Apparently, there was a motion filed by Emma's counsel to
 25 dismiss their own action. And, based on -- and I don't have

Aapex Legal Services, LLC
 10521 Booth Drive
 Longmont, CO 80504
 Tel: 303-532-7856 Fax 303-539-5298

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EXHIBIT N

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1 Q Would you be able to ascertain whether or not that
2 was a fair market value lease?

3 A Absolutely.

4 Q And, in terms of what you've already got in your
5 information you based on the documents you reviewed, do you
6 think at least it's probably invalid, based on the self-dealing
7 issue?

8 A Well, yeah. I mean, there's a couple of reasons why
9 I think the leases probably aren't valid. Number one it's
10 self-dealing. It appears that they were created in 2005, and
11 retroactive back to 2001. And there's -- there's just -- it --
12 it just doesn't smell right. There's just things on it that
13 are bothersome for me, as the fiduciary. We just have to jump
14 through a little more hoops than that.

15 Q Does that lease appear, on its face, to benefit Mr.
16 Larry Parr?

17 A Yes.

18 Q Over Emma Parr?

19 A Absolutely.

20 Q And, did he have a conflict of interest at the time
21 he was making those leases?

22 A Absolutely.

23 Q Thank you.

24 THE COURT: Recross?

25 MS. SCHROER: No, Your Honor.

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10521 Booth Drive
Longmont, CO 80504
Tel: 303-532-7856 Fax: 303-539-5298

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EXHIBIT N

District Court, Arapahoe County, Colorado Court Address: Arapahoe County Justice Center 7325 S. Potomac Street Centennial CO 80112	DATE FILED: March 9, 2006 6:13 PM CASE NUMBER: 2006CV1395
EMMA M. PARR, Plaintiff, v. LARRY PARR. Defendant.	• COURT USE ONLY •
Attorney for Plaintiff Rod W. Snow DIXON AND SNOW, P.C. 425 South Cherry Street, Suite 1000 Denver, Colorado 80246-1236 Phone Number: (303) 394-2200 FAX Number: (303) 394-2340 E-Mail: dixonandsnow@aol.com Atty. Reg. No. 486	Case No.: Division: Courtroom:
COMPLAINT	

Comes now Emma Parr, by and through her counsel, Rod W. Snow of the law firm of Dixon and Snow, and hereby submits this Complaint, in the following particulars.

JURISDICTION AND VENUE

1. Both parties reside in Arapahoe County; the land in question is located in Arapahoe County; and the actions complained of occurred primarily in Arapahoe County.

PARTIES

2. Emma M. Parr, plaintiff, lives on West Union Avenue, Englewood, Colorado. She is the mother of the defendant.

3. Larry Parr, defendant, also lives immediately off of West Union, Englewood, Colorado, and is the son of the plaintiff.

STATEMENT OF THE FACTS

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EXHIBIT O

follow up

From: **Tyler Smith** (tsmith@ctfuller.com) This sender is in your contact list.
Sent: **Tue 8/27/13 9:09 AM**
To: **Larry Parr** (furlyn@msn.com) (furlyn@msn.com)

Hi Larry,

Per our conversation last Friday about what your land is worth without its existing access, I decided to do a little research.

I called Englewood zoning and planning and it sounds like from my preliminary high level discussion with Audrap (?) that you don't have any access to your back land except by coming through the front property as you've been doing currently with your storage business. Without access, your property is worthless except to your neighbors, but that certainly puts you at a huge competitive disadvantage from a pricing standpoint.

Let me know how else I can help.

Tyler Smith, CCIM
Vice President

Cassidy Turley
1515 Arapahoe Street, Suite 1200
Denver, CO 80202

D 303.312.4296 T 303.292.3700
C 720.987.8954 F 303.534.8270
Tyler.Smith@cassidyturley.com www.cassidyturley.com

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If you need to send me a file larger than 5M please use [this link](#)

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EXHIBIT P

ON DEC 8, 2005 I WAS SERVED WITH A LETTER INDICATING THAT I WAS REMOVED AS THE GENERAL PARTNER OF THE PARTNERSHIP BY MOM. I WAS INSTRUCTED THAT I WAS GOING TO BE AUDIT BY MOMS ATTORNEY FOR THE EMBEZZLEMENT OF MONEY FROM THE BUSINESS ACCOUNT APAPAHOE STORAGE AND THE CHARLES SCHWAB ACCOUNT. THE LAWYER ALSO STATED THAT MOM NEVER HAD ACCESS TO THE CHECK BOOK AND THAT I WAS TAKING ADVANTAGE OF AN ELDERLY PERSON AND FORCING HER TO LIVE ON SOCIAL SECURITY AND HER SAVINGS. I WAS TO GO OVER THE PAST TEN YEARS OF RECORDS TO SHOW HIM THAT WAS NOT CORRECT. I SPENT COUNTLESS DAYS AND HOURS PROVING MY CASE. ON JAN 24, 2006 WE HAD A MEETING AT MY HOUSE WITH ANDY HUBB MY ATTORNEY, LINDA AND MOMS LAWYER ROD SNOW. WE SHOWED ROD ALL THE BOOKS AND CHECKS TO SHOW MOM HAD FULL CONTROL OVER THE COMPANY CHECK BOOK. ROD THEN SAID HE WANTED EVERYTHING COPIED AND SENT TO HIM. WE SAID WE WOULD AND ASKED WHAT DID MOM WANT FROM US AND THE COMPANY. HE SAID TIME WOULD TELL AFTER HE HAD A CHANCE TO GO OVER EVERYTHING. JAN 25, 2006 LINDA CALLED MOM AND ASKED WHY WAS SHE DOING THIS TO US? SHE WAS SURPRISED AND DID NOT KNOW WHAT LINDA WAS TALKING ABOUT AND SHE SAID SHE DID NOT HIRE A LAWYER BECAUSE SHE DID NOT WANT ANYTHING AND BESIDES THAT SHE SAID THAT THEY COST TOO MUCH. SHE SAID THAT DENNIS TOOK HER TO SEE A LAWYER BECAUSE LARRY WAS NOT PAYING RENT MONEY AND THE LAWYER WANTED TO ASK HER A FEW QUESTIONS ABOUT HER PROPERTY. SHE SAID I TOLD HIM WHAT HE WANTED TO KNOW AND THAT SHE DIDNT HIRE HIM TO SUE ME. AFTER THE CALL TO MOM I CALLED ANDY AND TOLD HIM WHAT WAS SAID. ANDY SAID HE WOULD CALL ROD AND ASK HIM WHO HE WAS REALLY REPRESENTING. ANDY CALLED, ROD TOLD ANDY TO F - OFF, ANDY TOLD ROD THAT HE HAD THE COPIES AND WAS GOING TO SEND THEM TO HIM AFTER HE PAID FOR THE COPYING. ROD SWORE AT ANDY AND HUNG UP ON HIM. DENNIS ALSO TOLD MOM THAT LINDA AND I WANTED TO SEND HER TO A NURSING HOME. LINDA SAID THAT WAS NOT TRUE AND WE RESPECT HER WISHES TO STAY IN HER HOUSE. ON JAN 26, 2006 PATTY CAME OVER AND WE TALKED ABOUT MOM. I TOLD PATTY AND LINDA THAT I WANTED TO PAY HER RENT. I WROTE A CHECK FOR \$2,000.00 AND TOOK IT OVER THAT NIGHT AND PLACED IT IN HER DOOR. MOM PLACED THE CHECK IN THE MAIL BOX. THE NEXT DAY MOM TOLD LINDA THAT SHE DIDNT WANT ANY MONEY AND FOR ME TO JUST PAY THE BILLS SHE WANTED PAID.

ON JAN 31, 2006 ANDY CALLED AND SAID THAT ROD [DENNIS] LAWYER SENT A LETTER THAT SAID THAT ALL RENT CHECKS STARTING JAN 1, 2006 WILL GO TO MOM AND THAT THERE WILL BE NO MANAGEMENT NOR LABOR TAKEN OUT, AND THAT IF THE OCCUPANCY RATE FELL BELOW 80% I WOULD PAY THE DIFFERENCE AND THERE WOULD BE A PERSON THAT WOULD GO OVER THE BOOKS MONTHLY AND I WOULD PAY MOM FOR EVERY CAR THAT CAME THROUGH HER PROPERTY TO MY PROPERTY. ANDY AND I REJECTED. I WAS SERVED ON MARCH 13, 2006 WITH 48 COUNTS OF FRAUD AND EMBEZZLEMENT. LINDA ASKED MOM IF SHE REMEMBERED SIGNING ANY PAPERS WHILE AT THE LA WYERS? SHE SAID YES. LINDA SAID DO YOU KNOW WHAT YOU SIGNED? SHE SAID A PAPER THAT SHOWED THAT I WAS AT THAT MEETING. (THAT WAS THE PAPER THAT TOOK ME OFF AS THE GENERAL PARTNER AND MOMS P O.A.)

ON FEB. 20, 2006 I LEFT A MESSAGE FOR STEVE YOUNG ABOUT THE WORDING OF DENVER AND KIT CARSON ON THE LEASE. ON FEB 24, 2006 I LEFT ANOTHER MESSAGE ON MARCH 7, HE CALLED AND SAID HE HAS BEEN BUSY AND HE WOULD CORRECT IT AND IT WAS A MISTAKE BECAUSE IT WAS A FORM LEASE THEY USE AND HE WOULD CORRECT IT. MAR 20, 2006 I LEFT ANOTHER MESSAGE. AND ANOTHER APRIL 4, 2006. ON APRIL 5, 2006 I RECEIVED THE CHANGES ON THE AGREEMENTS TO APAPAHOE COUNTY FROM KIT CARSON.

ON FEB 23, 2006 GLENN, LINDA MET WITH DENNIS TO FIND OUT WHY HE AND JUDY ARE INSTIGATING THIS MATTER WITH MOM AND WHAT THEY ARE LOOKING FOR. I AM STILL NOT WHAT WAS ALL SAID BUT NO RESOLUTION CAME OF THE MEETING BUT DENNIS DID TELL LINDA THAT MOM SIGNED A WILL AND LEFT THE HOUSE TO HIM.

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EXHIBIT Q

Frank Danzo

From: m green [megreene75@hotmail.com]
Sent: Thursday, October 13, 2005 5:51 AM
To: rod_hester@hotmail.com; frank@cyddlaw.com
Subject: RE: E Parr Family Limited Partnership

Hello Rod and Frank,

Rod and I have communicated about the intent of this partnership and how that should impact the rent rather than a strict FMV analysis. Initially, I thought I would be ready to discuss some rent numbers by today but have some other ideas to discuss with both of you before we discuss actual rent numbers.

I hate to disturb validly filed past tax returns. If we file 3 years of partnership returns they will impact 3 partners personal returns for three years. Thus we are looking at 9 personal returns and 3 partnership returns, not to mention strained partner relations.

Since partnership interest has not materially changed, and the intent was to preserve the property as an investment, I was wondering if we could structure the leases to provide for payment of all expenses by the lessee's and include keeping the property in good shape with the stated goal of increasing the property's appreciation potential. This would positively impact the investment potential of the property and would seem to comply with the stated objective of the partnership. The lease then could provide for a token rent payment every three years. We could even provide for interest to accrue since the rent was not paid in advance. This would provide economic substance and arm's length features to the related party leases. Then rent and interest income would be reported in 05 and we would get out of amending everyone's personal returns.

We could generate a letter from the general partner to the partners explaining why (unavailability of drafting attorney) the lease is being formalized and signed post implementation and, in the future, we could collect the rent early in the 3 year period.

Frank, please run this by Stephen and Jim to get their thoughts. Rod, could we postpone our meeting on rent numbers until we agree on an approach?

Thanks, both of you. for your help and ideas.

Mike Greene

Michael E. Greene, CPA
6040 W. Lakeside Ct.
Littleton, Co 80125
(303) 683-1561

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EXHIBIT R

>>From: "m green" <megreene75@hotmail.com>
>>To: steve@cyddl.com, frank@cyddl.com
>>CC: rod_hester@hotmail.com
>>Subject: Parr Leases
>>Date: Fri, 02 Dec 2005 08:44:33 -0700
>>
>>
>>Hello Stephen and Frank,
>>
>>I haven't heard from you on my lease questions, so I thought we
>>better have a meeting to finalize the leases.
>>
>>Larry said he has a meeting with you at 2pm on Thurs the 8th I
>>will bring property tax billings to get legal descriptions for the
>>leases. We can discuss annual rental value (Larry suggested 5k per
>>year). Since each business entity using the partnership property
>>has been paying the property taxes, this should be a reduction in
>>the amount of annual rent due. The lease should include interest
>>accrual and should include periods back to CY01 so that the
>>partnership is not harmed in any way.
>>
>>I hope we can finalize in 05 so that the partnership will have
>>income and deductions in 05 accruing from 01. Rod and I also have
>>questions about who is GP so please bring all of your files to the
>>2pm meeting.
>>
>>If Stephen brings his laptop, we should be able to produce final
>>leases. Rod and I can help him with the interest accrual info.
>>
>>I look forward to finalizing this process. If anybody can't make
>>this meeting please email Frank and he can reschedule. I am
>>available anytime on the 6,7, or 8th.
>>
>>
>>
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>>
>>
>>Michael E. Greene, CPA
>>
>>6040 W. Lakeside Ct.
>>
>>Littleton, Co 80125
>>
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EXHIBIT S

November 20, 2005

Stephen J. Young, Esq.
Chayet, Young, Dawson, Meegan, & Danzo LLC
425 S. Cherry St. #300
Denver, Co 80246

Re: Leases for E. Parr Family Ltd. Partnership; W. Parr Family Ltd. Partnership; and
Larry Parr Living Trust

VIA EMAIL TO steve@CYDMDLaw.com

Dear Stephen:

Thanks for the emailed draft copies of the above referenced leases. You stated that you did not put dates or rental rates in the leases because you feel that is Larry and my responsibility. I don't see how the leases can be "final" until these items and the rest of the items listed in this letter are inserted. We need to get these leases finalized in 2005 so that your and my client is in compliance with his general partner responsibilities.

BACKGROUND

I think it is important to reiterate some background information. These partnerships and trust were created 1/1/2001 and real estate was transferred to them. Wayne Parr died 1/11/2001 and the general partner had responsibilities from then to manage these entities and collect revenue and pay obligations. These entities include different limited partners and beneficiaries. I am not aware of any revenue or expenses being collected or paid for these entities during prior periods with the exception of property taxes being paid. The real estate in these entities has been used for at least two other businesses owned and operated by partners in these entities.

I was engaged to prepare personal and corporate tax returns for Larry Parr, I noticed that his corporations were not paying rent for the land owned by the above entities. Additionally, Dennis Parr is operating a business on some of the land owned by the Wayne Parr Family Ltd. Partnership, and he is not paying rent to the Partnership.

I believe all of this occurred by the unavoidable departure of the Parr family attorney, Mr. Guttenberg. At Wayne Parr's death, these partnerships should have been activated and issued leases to the businesses operating on them. Now your firm, myself, and Dennis' CPA must play catch up and correct these problems. Can you tell me how Larry Parr became General Partner of the Wayne Parr Family Ltd. Partnership? I don't see any paperwork on that - so far.

FD 3

LEASES

The above described entities are cash basis entities. This means they report income and expenses when they receive or disburse cash. They can still have annual obligations to

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EXHIBIT T

manage assets, etc., but they don't have to report income or expenses until they receive or pay cash.

We have discussed the possibility of preparing a multi-year lease to cover the vacant period. This would eliminate the necessity of amending four beneficiaries/partners returns and three corporate returns for three years. In your email, you state some reluctance to advise us on a date for the leases. What I have proposed is a Dec, 2005 dated lease covering the period 1/01-12/05. Annual rent would bear interest at 5% per year (compounded annually). The rent and interest would be paid in 12/05 and would be reported on the entities CY 05 returns. Is this legal for a contract to cover a prior period?

SJY

You also were reluctant to advise on a rental rate. I have told Larry that he is responsible for identifying a fair market rental rate. He has advised me that \$5,000 annually would be a fair rate. Larry has advised me that both he and Dennis use approximately 5 ac. of land from the Wayne Parr Family Ltd. Partnership for their businesses. Larry also uses approximately 2.5 ac. of land from the Emma Parr Family Ltd. Partnership. The \$5,000 annual lease amount is FMV currently so prior years rent amounts could be reduced for inflation. — OK

OTHER ITEMS FOR THE LEASES:

SJY n Larry The specific space rented is blank. Exhibit A is suppose to describe the space but was not attached. Please add specific descriptions and approximate sq. footages.

SJY 2. The monthly payment should be changed to an annual payment with interest accrual for late payment.

- SJY ✓ 1. "Sent" in paragraph 1 (B) should be changed to set.
- SJY ✓ 4. Specific lease use is blank in paragraph 1 (B).
- ✓ 3. The lease term is NOT identified in Section 1, which by title is to include the Term.

SJY 6. There is no lease for Dennis Parr's business use.

7. The lease does not describe who is to pay property taxes or improvements. (I understand that Larry and Dennis Parr's businesses have been paying one-half the taxes of the Wayne Parr Family Ltd. Partnership). FLP should - rent should on this

?

8. The lease to Larry Parr's business (Arapahoe Storage, Inc.) notes that rental rates have been reduced due to significant improvements by Arapahoe Storage, Inc. Could you be more specific about what improvements and how much the rental rates are being reduced? Will Dennis Parr's lease have a different rate because he didn't have any improvements?

Stephen, thanks for getting this rolling but we really need to "finalize" it in CY05. If you make paying property taxes part of the Lessee's responsibility, I can go ahead and prepare Larry Parr's personal and corporate taxes for CY04. This would also support business deductions for Dennis Parr's business.

Sincerely,

Michael E. Greene, CPA
6040 W. Lakeside Ct.
Littleton, Co 80125
(303) 683-1561

megreene75@hotmail.com

cc: (via US Mail) Larry Parr
cc: (via E Mail) Frank Danzo
Rod Hester

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EXHIBIT T

1

Charles Hazlehurst, PhD, ABPP, FAACP
8200 E. Belleview Ave., Suite 470E
Greenwood Village, CO 80111
(303) 770 7075
Fax (303) 771 0823
drch2@yahoo.com

MAR 14 2006
DENVER, CO

March 14, 2006

Rod Snow, Esq.
Dixon and Snow
425 Cherry St., Ste 1000
Denver, CO 80246

Dear Mr. Snow, Per your request, I performed a competency evaluation on Mrs. Emma Paar on two dates, March 8 and 13, 2006. I have reviewed the statutes and jury instructions associated with a competency evaluation.

I find Mrs. Paar to be quite competent. I do not believe there is a basis to view her as incompetent.

Please be advised that I will send a full report upon your request. Also, please contact me as you deem necessary to discuss this case further.

Respectfully,


Charles Hazlehurst, PhD, ABPP, FAACP

EXHIBIT 11 (4 PAGES)

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EXHIBIT U

Charles Hazlehurst, PhD, ABPP, FAACP
8200 E. Belleview, Suite 470E
Greenwood Village, CO 80111
(303) 770 7075
Fax (303) 771 8823
drch2@yahoo.com

EDUCATION

Ph.D. *University of Texas, Austin, Texas, 1972. Major: Clinical Psychology*
M.B.A. *Golden Gate University, 1986*
M.S. *Auburn University, 1967. Major: Psychology*
B.A. *Auburn University, 1966. Major: Psychology. Minor: Mathematics*
Trained Mediator 1996 Ph7 Conflict Resolution

LICENSES, MEMBERSHIPS, AND ELECTED POSITIONS

Diplomate in Clinical Psychology, American Board of Professional Psychology
Fellow, Academy of Clinical Psychology

Licensed Clinical Psychologist (Colorado)

Colorado Psychological Association
President 1994-1995
Board of Directors 1990-1996
Recipient, President's Award, 1992
CPA, 1998, Distinguished Service to the Profession

American Psychological Association
Recipient, Karl F. Heiser Award

Registrant, National Register of Health Care Providers in Psychology

Colorado Association of Addiction Treatment Providers
President 1989-1990
Member 1988-1992

City Council, Greenwood Village, Colorado 1989-91, 1993-99
Mayor Pro Tem 1993-99

Southeast Transportation Authority (The Link)
Founder, Co-chair 1998-1999

Castlewood Water District
Vice President 2000-Present

National Registry of Who's Who, Life Member, 2001 Edition

CHARLES HAZLEHURST

PROFESSIONAL TRAINING AND EXPERIENCE

June 1989- Present	<i>Private Practice, Greenwood Village, CO. Emphasis on dual diagnosis, addictions, mood disorder, PTSD, anxiety disorders, adjustment disorders</i>
May 1988- June 1989	<i>Executive Director, Parkside Lodge of Colorado/Washington House, two separate facilities. Parkside Lodge was a 59-bed residential facility with adult, youth, concurrent eating disorder, outpatient and educational programs. Washington House is a public detoxification facility. Both are private, not-for-profit facilities.</i>
September 1984- May 1988	<i>Alcohol Rehabilitation Program Manager, Naval Medical Command, Washington, D.C. Plan, program and manage the Navy Medical Department's treatment program. This included 27 treatment facilities throughout the world, to include 550+ treatment beds. Responsible for all components of the program to include budget, personnel, policy, professional standards, and quality assurance.</i>
August 1982- August 1984	<i>Head, Psychology and Division Head, Outpatient Psychiatry, Naval Hospital, Oakland, CA. Responsible for all outpatient mental health services. Had interdisciplinary staff of mental health professionals. Served as substance abuse advisor for hospital and as consultant/supervisor to Alcohol Rehabilitation Service.</i>
June 1978- July 1982	<i>Psychologist, Alcohol Rehabilitation Center, Jacksonville, FL. Served as Department Head and as Program Director. Designed and implemented two-week course in alcoholism for professionals. Served as professional coordinator of alcohol services for Navy in Southeastern United States.</i>
July 1977- May 1978	<i>Private Practice, Sacramento, CA. General private practice.</i>
June 1976- June 1977	<i>Chief, Mental Hygiene Consultation Service, Ft. Ord, CA. Coordinated delivery of mental health service to all eligible members and their families. Focused on budget, personnel, policy planning and patient contact.</i>
September 1975- May 1978	<i>Assistant Chief, Mental Hygiene Consultation Service, Ft. Ord, CA. As above, managed clinical services delivered by multi-disciplinary team.</i>
October 1974- August 1975	<i>Psychologist, Mental Hygiene Consultation Service, Ft. Ord, CA. Supervised psychology interns in APA-approved clinical psychology internship. Provided diagnostic and therapeutic services.</i>
September 1973- September 1974	<i>Psychologist, 130th General Hospital, Neumberg, Germany. Primary professional consultant to hospital program for treatment of alcoholism.</i>

Provided outpatient diagnostic and treatment services.
CHARLES HAZLEHURST

September 1972-
August 1973

Clinical Psychology Internship, Walter Reed Army Medical Center, Washington, D.C.

January 1974-
July 1977

Instructor, Chapman College, Ft. Ord Residential Center. Graduate and undergraduate psychology courses.

September 1973-
August 1974

Instructor, University of Maryland [European Division]. Undergraduate psychology program.

PAPERS AND ARTICLES

Hazlehurst, C.D. "*Effects of olfactory stimulation upon the acquisition and retention of paired associates.*" Unpublished Master's Thesis, Auburn University, 1967.

Hazlehurst, C.D. "*Test of an exhaustion theory of implosive therapy.*" Unpublished Dissertation, University of Texas, 1972.

Hazlehurst, C.D. "*Assertive training of alcoholic inpatient groups.*" Paper presented at USAREUR Psychiatry and Neurology Conference, Landstuhl, Germany, February 1974.

Hazlehurst, C.D. "*Community psychology in the military.*" Paper presented at American Psychological Association Conference, Anaheim, CA, August, 1983.

Hazlehurst, C.D. and Hamilton, A.G. "*Applications of gestalt therapy.*" Paper presented at Old Ironsides Alcohol and Drug Conference, Chiemsee, Germany, January, 1974.

Silsby, H., Lawson, T., Hazlehurst, C.D. "*Drug abuse prevention in the military: a punitive administrative approach.*" *Military Medicine*, 1975, 140(7), pp. 486-487.

REFERENCES

References will be made available by request



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2
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EXHIBIT V

<p>DISTRICT COURT ARAPAHOE COUNTY, COLORADO</p> <p>7325 S. Potomac Street Centennial, CO 80112</p>	<p style="text-align: center;">. COURT USE ONLY .</p>
<p>In the Interest of Emma Parr, Plaintiff, MARTIN COX, Guardian, vs. LARRY PARR, Suspended Trustee.</p>	
<p>For the Guardian: Jennifer S. Gormely 6060 Greenwood Plaza Blvd., Suite 300 Greenwood Village, Colorado 80111</p> <p>For the Suspended Trustee: Rebecca Schroer, Esq. 555 17th Street, Suite 3200 Denver, Colorado 80202</p> <p>Guardian Ad Litem: M. Kent Olsen, Esq. 650 S. Cherry St., Suite 850 Denver, Colorado 80246</p> <p>Estate Guardian Conservator and Trustee: Tamara Palmer, Esq. 6060 Greenwood Plaza Blvd., Suite 2 Greenwood Village, CO 80111</p> <p>For the Protected Person and Ward Emma Parr: David Steinhoff, Esq. 3333 South Bannock St., Suite 900 Englewood, Colorado 80110</p> <p>For Dennis Parr: Martin J. Plank, Esq. 3900 E. Mexico Ave., Suite 1300 Denver, Colorado 80210</p>	
<p>The matter came on for hearing on May 25, 2011 before the HONORABLE TIMOTHY L. FASING, JUDGE of the District Court, and the following PTR proceedings were had.</p>	

Aapex Legal Services, LLC
10521 Booth Drive
Longmont, CO 80504
Tel: 303-532-7856 Fax: 303-539-5298

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EXHIBIT W

I N D E X

WITNESSES FOR THE GUARDIAN:

TAMARA PALMER

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Cross-Examination	56
Redirect Examination	71

MELISSA OLSON

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Dennis PARR

Direct Examination	94
Cross-Examination by Ms. Schroer	104
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Recross-Examination by Ms. Schroer	123
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MARTIN COX

Direct Examination	128
Cross-Examination by Ms. Schroer	145
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WITNESSES FOR THE SUSPENDED TRUSTEE:

PATTY JONES

Direct Examination	182
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 Tel: 303-532-7856 Fax: 303-539-5298

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EXHIBIT W

1 4:00 in the morning gardening in the dark. And I would say,
 2 "Emma, you're -- you're in the dark. You shouldn't be out
 3 there. It's not safe. She had no idea of the time. She
 4 didn't care. She just wanted her flowers done.

5 It went back and forth with the sons, depending on
 6 who made her mad or who in her mind she thought did something.
 7 I was involved when the police were called. She called me, or
 8 the police called me. The incidents were we knew we had to
 9 find a place where she couldn't be alone anymore. I've been
 10 very involved, personally. I probably should have stepped back
 11 and saw the conservatorship what was happening. But I'm not a
 12 trained conservator.

13 I have talked to Kent Olsen on several occasions
 14 about what was happening. I was told that this would probably
 15 be settled, I didn't need to get an attorney, that eventually
 16 things would settle. I -- I -- I thought, and -- and I don't --
 17 -- I -- I don't know exactly how could this could have changed,
 18 other than the family dynamic. They're just ugly.

19 Q In 2005, were you aware of a lawsuit that was ongoing
 20 between Emma and Larry Parr?

21 A Very -- I knew very little of it, only for the fact
 22 that Emma really didn't know a lot about it either.

23 Q Did you speak with her about it?

24 A Just a little bit.

25 Q And, did she -- what did she tell you about it?

Aapex Legal Services, LLC
 10521 Booth Drive
 Longmont, CO 80504
 Tel: 303-532-7856 Fax: 303-539-5298

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EXHIBIT W