

<p>DISTRICT COURT, DENVER COUNTY, STATE OF COLORADO  Denver District Court  1437 Bannock St.  Denver, CO 80202  720.865.8612</p>	
<p><b>Plaintiff:</b> Chris Myklebust, Securities Commissioner for the State of Colorado</p> <p>v.</p> <p><b>Defendants:</b> Gary Dragul; GDA Real Estate Services, LLC; and GDA Real Estate Management, LLC.</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p>Attorneys for Receiver:  Patrick D. Vellone, #15284  Michael T. Gilbert, #15009  Rachel A. Sternlieb, #51404  ALLEN VELLONE WOLF HELFRICH &amp; FACTOR P.C.  1600 Stout St., Suite 1100  Denver, Colorado 80202  Phone Number: (303) 534-4499  E-mail: pvellone@allen-vellone.com  E-mail: mgilbert@allen-vellone.com  E-mail: rsternlieb@allen-vellone.com</p>	<p>Case No: 2018CV33011</p> <p>Division/Courtroom: 424</p>
<p style="text-align: center;"><b>RECEIVER’S REPLY IN SUPPORT OF MOTION FOR ORDER AUTHORIZING SALE OF ASH &amp; BELLAIRE PROPERTIES AND RESPONSE TO SECURED CREDITORS’ MOTION TO RELEASE THE ASH &amp; BELLAIRE PROPERTIES FROM THE RECEIVERSHIP STAY</b></p>	

Harvey Sender, the duly-appointed receiver (“Receiver”) for Gary Dragul (“Dragul”), GDA Real Estate Services, LLC, GDA Real Estate Management, LLC, and

related entities (collectively, “Dragul and the GDA Entities”), submits this reply in support of his July 31, 2019, Motion for Order Authorizing the Sale of Ash & Bellaire Properties (“Sale Motion” and “the Properties”) and in response to Secured Creditors’ Motion to Release the Ash & Bellaire Properties from the Receivership Stay (“Motion for Relief from Stay,” filed August 23, 2019)

## I. Introduction

Three “objections” to the Sale Motion have been filed: (1) secured creditors Victoria Capital Trust and Patch of Land Lending, LLC (jointly, “Secured Creditors”) filed their Limited Opposition on August 9, 2019; (2) WBF/CT Associates, LLC (“WBF/CT”) filed its Limited Objection on August 12, 2019; and (3) Galloway & Company, Inc. (“Galloway”) filed its Limited Objection on August 14, 2019. Secured Creditors then followed up with their Motion for Relief from Stay on August 23, 2019.

Secured Creditors’ Limited Opposition is confusing and inherently contradictory. On one hand, they object to the sale “as currently structured,” on the other they ask “the Court to authorize the sale” if their loans are paid in full at closing *and* the Court lifts its stay to allow them to foreclose their liens on the Properties. *Id.* at 7. Despite asking the Court to lift the stay in their Limited Opposition, Secured Creditors make identical arguments and the very same request in their Motion for Relief from Stay. Secured Creditors’ Limited Opposition and Motion for Relief from Stay both rest on incorrect and unsubstantiated assumptions, and bogus math.

WBF/CT's Limited Objection is more straightforward. It holds second deeds of trust on the Properties. It does not object to the sale, only to the Receiver's statement that its second deeds of trust may be avoidable. They are. On August 29, 2019, the Receiver filed the Complaint attached as **Exhibit 1** in Denver district court and will be filing a related case notice asking the case be transferred to this Court. Having this Court adjudicate the validity of these liens on an expedited basis will allow the proposed Ash & Bellaire sale to timely close in the next six months.

Galloway's Response is similar to WBF/CT's. Galloway too does not object to the sale. It argues only that it has a valid and enforceable \$141,988.94 mechanics' lien on the Property that must be paid at closing. Because Galloway failed timely to commence an action to foreclose its lien or record a *lis pendens*, the Receiver asks the Court to enter an order declaring the lien invalid.

**II. Secured Creditors' Limited Opposition is inherently contradictory and based on incorrect assumptions.**

Secured Creditors' Limited Opposition is confusing and inherently contradictory. On one hand, they object to the sale "as currently structured" (Secured Creditors' Limited Opposition at 2), on the other they ask "the Court to authorize the sale" if their loans are paid in full at closing and the Court lifts the Receivership Order's stay to allow them to simultaneously foreclose their liens against the Properties. *Id.* at 7.

**A. The proposed sale is economically feasible.**

Secured Creditors object to the “current structure” of the sale because they do not believe the net proceeds will be sufficient to pay their liens in full at closing. *Id.* at 2. Secured Creditors’ analysis shows a shortfall of \$423,000. *Id.* at 5 & attachment. Secured Creditors’ are wrong. Their analysis is predicated on incorrect assumptions, and their liens are not impaired. *See, e.g., id.* at 6 (Secured Creditors “estimate . . . [their liens] will be significantly impaired . . .”).

*First*, Secured Creditors assume Galloway’s Mechanic’s Lien is both valid and prior to their deeds of trust. *Id.* at 4 & attachment. Neither assumption is correct. As discussed below, Galloway’s Lien is invalid because it failed to timely commence a foreclosure action or record a *lis pendens*. *See* COLO. REV. STAT. § 38-22-110 (must commence foreclosure action and record *lis pendens* within six months). Galloway’s Lien is also junior to Secured Creditors’ deeds of trust. Galloway’s first work under its contract was not until after October 24, 2017. *See Exhibit 2*, at 4-6. Secured Creditors’ deeds of trust were all recorded before then:

- 2166 South Ash: recorded February 24, 2017. (**Exhibit 3**).<sup>1</sup>

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<sup>1</sup> Just the first pages of the deeds of trust that show the recording date are filed as Exhibits. Secured Creditors marked the entire deeds of trust as exhibits at the June 19, 2019, hearing on their previous objection to the Receiver’s motion seeking authorization to sell the Estate’s interest in 22 residential properties (which did not include the Ash & Bellaire Properties) to Chad Hurst. Subsequent to the Court’s approval of that sale, Hurst backed out. *See* Receiver’s July 30, 2019, Notice of Termination of Sale Contract for Estate’s Interest in 22 Residential Properties.

- 2176 South Ash: recorded December 27, 2016. (**Exhibit 4**).
- 2186 South Ash: recorded November 15, 2016. (**Exhibit 5**).
- 2196 South Ash Street: recorded October 10, 2016. (**Exhibit 6**).
- 2175 South Bellaire: recorded January 12, 2017. (**Exhibit 7**).
- 2195 South Bellaire: recorded October 10, 2016. (**Exhibit 8**).

Because Secured Creditors' deeds of trust were all recorded before Galloway first began its architectural work on the Properties, and no prior mechanics' liens have been filed to which Galloway's Lien might relate back,<sup>2</sup> Secured Creditors' deeds of trust have priority over Galloway's Mechanic's Lien. COLO. REV. STAT. § 38-22-106(1).

*Second*, WBF/CT's deeds of trust are not valid. On August 29, 2019, the Receiver filed a Complaint to avoid WBF/CT's deeds of trust. **Ex. 1**. The Receiver will also be filing a Notice of Related Case asking that case to be assigned to this Court due to this Court's familiarity with the issues and because the relief sought in the Complaint is intertwined with the Ash & Bellaire closing.

*Third*, Secured Creditors deduct insurance costs from net proceeds. The Estate is paying ongoing insurance so that won't be a closing deduction.

*Fourth*, Secured Creditors' payoff numbers include at least two sets of attorneys' fees (which presumably include all of their litigation fees in this case), substantial late fees, special servicing fees, and penalties. The Receiver will attempt

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<sup>2</sup> Galloway was the architect; there was no prior (or for that matter any subsequent) work.

to reach an agreement with Secured Creditors on appropriate payoff numbers that will waive or reduce these fees and penalties. If no agreement is reached, the Receiver will ask this Court to determine appropriate payoff amounts, which the Receiver anticipates will be less than Secured Creditors now claim. Even adopting Secured Creditors full-freight payoff estimate, invalidating the Galloway and WBF/CT liens and insurance costs reduces Secured Creditors' "Total Payoff Amount" by \$680,532 and would net the Estate \$248,234.<sup>3</sup>

**B. The Sognare contract offers the best chance for the Estate to recover something from the Properties for creditors.**

Secured Creditors spend an entire page of their brief complaining about the Sognare contract, *e.g.*, the closing date is too far out (which Secured Creditors are extending unnecessarily because closing is tied to Court approval), the earnest money is too low, buyer has too many outs, *etc.* See Secured Creditors' Limited Opposition at 4-5. The Sognare contract is the best offer the Estate has received for the Properties, and as with their objection to the 22-Residential Properties sale, Secured Creditors present nothing better. Instead, they imply the Receiver abandon any chance to obtain equity for the Estate and simply walk away and let them foreclose.

Although Secured Creditors "do not oppose the sale of the Properties," they have twice now asked the Court to lift the litigation stay so they can foreclose because their liens are purportedly impaired. As discussed, their liens are not impaired, but

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<sup>3</sup> \$141,989 (Galloway Lien) + \$500,000 (WBF/CT principal) + \$25,000 (WBF/CT interest) + \$12,720 insurance) = \$680,532.

further delay in approving the sale will certainly result in the accrual of even more default interest, fees, and costs. Lifting the stay now to allow Secured Creditors to commence foreclosure actions against the Properties will most assuredly ***not*** facilitate the present sale.

Finally, Secured Creditors ask the Court to order the Receiver to use the limited rents from the Properties to pay taxes, insurance, and property maintenance expenses. Secured Creditors' Limited Opposition at 7. Save for the taxes, the Estate is paying those expenses. The rents from the Properties that have been rented have not been (and are not now) sufficient to pay all of these operating expenses, which have in the past been subsidized with other Estate income. Taxes will be prorated and paid at closing. The Receiver therefore asks the Court to deny Secured Creditors' Motion for Relief from Stay so that the sale to Sognare can proceed unimpeded. In connection with negotiating fair payoffs with the Secured Creditors, the Receiver intends also to discuss a date certain upon which the stay can be lifted and Secured Creditors can proceed to foreclose if the sale to Sognare is not timely closed.<sup>4</sup>

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<sup>4</sup> At the same time Secured Creditors come before this Court seeking equitable relief, they are violating the litigation stay imposed by the Receivership Order. On or about August 5, 2019, without seeking stay relief from this Court, and *without providing notice to the Receiver*, Secured Creditors commenced foreclosure actions against three Estate condominiums in Scottsdale, Arizona. See **Exhibits 9-11**.

**III. WBF/CT's second deeds of trust on the Properties are subject to avoidance.**

WBF/CT holds second deeds of trust on the Properties. It does not object to the sale, only to the Receiver's suggestion that its deeds of trust are avoidable. They are. On August 29, 2019, the Receiver filed the attached Complaint in Denver district court. **Ex. 1.**

**IV. The Court should declare Galloway's Mechanic's Lien invalid and order it released.**

Galloway's Response is similar to WBF/CT's. Galloway too does not object to the sale. It argues only that it has a valid and enforceable \$141,988.94 mechanics' lien on the Properties that must be paid at closing.<sup>5</sup> But Galloway does not have a valid and enforceable lien.

This Court has plenary authority over the supervision and disposition of the Receivership Estate, and "the duty to resolve all disputed issues of law and fact pertaining to the Receivership." *Midland Bank v. Galley Co.*, 971 P.2d 273, 277 (Colo. App. 1999). This includes the authority to adjudicate the amount and priority of liens, including mechanics' liens. *See, e.g., Fischer v. Hanna*, 47 P. 303 (Colo. App. 1896); *Fannon v. Le Beau*, 222 N.W. 115, 116 (Mich. 1928); *Williams v. Callan Court Co.*, 131 S.E. 501, 505 (Ga. 1926).

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<sup>5</sup> As set forth above, Galloway's Mechanic's Lien is subordinate to Secured Creditors' deeds of trust, so unless it chose to redeem, a foreclosure by Secured Creditors would wipe out its lien.



Galloway recorded its mechanics' lien on October 2, 2018. **Exhibit 2**, at 56. On January 15, 2019, it filed its claim against the Estate based on that lien. *Id.* at 1-3.<sup>6</sup> In order to preserve its lien, Galloway was required to file an action to foreclose it and record a *lis pendens* within 6 months of its last work. COLO. REV. STAT. § 38-22-110. Galloway's last work was no later than July 31, 2018. *Id.* at 54. To preserve its lien, Galloway had to commence a foreclosure action and record a *lis pendens* no later than January 31, 2019. Because it failed to do so, its lien no longer encumbers the Properties.

Galloway argues its failure timely to comply with the mechanics' lien statute is excused because it was stayed from doing so by this Court's Receivership Order. Galloway Limited Objection ¶ 2. Galloway is wrong. Strict compliance with the six-month period is required. *E.g. King v. W.R. Hall Transp. & Storage*, 641 P.2d 916, 920 (Colo. 1982). Although bankruptcy courts have held that 11 U.S.C. § 108 tolls this six-month period, *E.g., Schiffer v. Arvada Steel Fabricating Co. (In re Cantrup)*, 38 B.R. 148, 151 (Bankr. D. Colo. 1984), the Bankruptcy Code is federal law and there is no analogous state tolling statute. And Colorado courts have declined to toll the six-month period. *Thomas Wells & Assocs. v. Cardinal Props., Inc.*, 543 P.2d 1275, 1278 (Colo. App. 1975), *rev'd on other grounds*, 192 Colo. 197, 557 P.2d 396 (1976).

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<sup>6</sup> The claim contains a typographical error and indicates it was filed January 15, 2018. This is obviously a mistake because the Receivership Estate was not created until August 30, 2018.

refusing to toll mechanics' lien statute of limitations during pendency of arbitration proceedings).

Galloway's tolling argument is undermined by its conduct in this case. The Receivership Order enjoins "all actions in equity or at law against the . . . Receivership Estate . . . pending further action by this Court." Receivership Order ¶ 26. Despite this stay, Galloway recorded its mechanics' lien against Estate property on October 2, 2018, a month after the Receivership Order entered. Galloway plainly understood the need to strictly comply with the mechanics' lien statute to perfect and preserve its lien notwithstanding the stay. Galloway filed its claim against the Estate on January 15, 2019, so it was obviously aware of the Receivership before its six-month period expired on January 31, 2019.


Galloway had a readily available remedy. It could and should have petitioned for relief from stay in order to file a foreclosure action and record a *lis pendens*. Indeed, this is precisely what another mechanics' lien claimant did in this case. *See* National Commercial Builders, Inc.'s Motion for Relief from Stay (filed March 4, 2019). Because Galloway failed to comply with Colorado's mechanics' lien statute, the Court should declare its lien invalid. This will not leave Galloway without a remedy. Because it timely filed a claim, it will retain an unsecured claim against the Estate for \$141,988.94.

WHEREFORE, the Receiver asks the Court to deny the Limited Objections and enter an Order approving the proposed sale of the Properties in accordance with

the terms of the Contract. The Receiver further asks the Court to enter an order declaring Galloway's Mechanic's Lien invalid.

Dated: August 30, 2019

ALLEN VELLONE WOLF HELFRICH & FACTOR  
P.C.

By: /s/ Michael T. Gilbert 

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ATTORNEYS FOR THE RECEIVER

**CERTIFICATE OF SERVICE**

I hereby certify that on August 30, 2019, I served a true and correct copy of the foregoing **RECEIVER'S REPLY IN SUPPORT OF MOTION FOR ORDER AUTHORIZING SALE OF ASH & BELLAIRE PROPERTIES AND RESPONSE TO SECURED CREDITORS' MOTION TO RELEASE THE ASH & BELLAIRE PROPERTIES FROM THE RECEIVERSHIP STAY** via CCE to the following:

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s/ Salowa Khan

Allen Vellone Wolf Helfrich & Factor P.C.

**CERTIFICATION OF E-SERVICE ON KNOWN CREDITORS**

In accordance with this Court's February 1, 2019 Order clarifying notice procedures for this case, I also certify that a copy of the foregoing is being served by electronic mail on all currently known creditors of the Receivership Estate to the addresses set forth on the service list maintained in the Receiver's records.

*s/ Salowa Khan*

\_\_\_\_\_  
Allen Vellone Wolf Helfrich & Factor P.C.

**EXHIBIT LIST**

**Receiver's Reply in Support of Motion for Order Authorizing Sale of Ash & Bellaire Properties and Response to Secured Creditors' Motion to Release the Ash & Bellaire Properties from the Receivership Stay**

**EX. NO.    DESCRIPTION**

1.        Complaint; *Harvery Sender as Receiver v. WBF/CT Associates, LLC*; *Case No. 2019CV33315*
2.        Claim Form
3.        Deed of Trust – 2166 South Ash Street
4.        Deed of Trust – 2176 South Ash Street
5.        Deed of Trust – 2186 South Ash Street
6.        Deed of Trust – 2196 South Ash Street
7.        Deed of Trust – 2175 South Bellaire Street
8.        Deed of Trust – 2195 South Bellaire Street
9.        Notice of Trustee's Sale – 6937 E 6th St. Unit 1002
10.       Notice of Trustee's Sale – 6937 E 6th St. Unit 1004
11.       Notice of Trustee's Sale – 6937 E 6th St. Unit 1005

<p>DISTRICT COURT, DENVER COUNTY, STATE OF COLORADO Denver District Court 1437 Bannock St. Denver, CO 80202 720.865.8612</p>	<p>DATE FILED: August 29, 2019 9:32 AM FILING ID: C35EEEC937706 CASE NUMBER: 2019CV33315</p> <p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p><b>Plaintiff:</b> Harvey Sender, as Receiver for Gary Dragul, GDA Real Estate Services, LLC, and GDA Real Estate Management, LLC</p> <p>v.</p> <p><b>Defendant:</b> WBF/CT Associates, LLC, a Pennsylvania Limited Liability Company</p>	
<p>Attorneys for Receiver: Michael T. Gilbert, #15009 Patrick D. Vellone, #15284 Rachel A. Sternlieb, #51404 ALLEN VELLONE WOLF HELFRICH &amp; FACTOR P.C. 1600 Stout St., Suite 1100 Denver, Colorado 80202 Phone Number: (303) 534-4499 E-mail: pvellone@allen-vellone.com E-mail: mgilbert@allen-vellone.com E-mail: rsternlieb@allen-vellone.com</p>	<p>Case Number:</p> <p>Division/Courtroom:</p>
<p><b>COMPLAINT</b></p>	

Plaintiff, Harvey Sender, solely in his capacity as Receiver (the “Receiver”) for Gary Dragul, GDA Real Estate Services, LLC, and GDA Real Estate Management, LLC (the “Estate”) brings the following Complaint.

### I. Parties

1. On August 30, 2018, the Court in *Myklebust v. Dragul, et al.* Case No. 2018CV33011, District Court, Denver, Colorado (the “**Receivership Court**”) entered

a Stipulated Order Appointing Receiver (the “**Receivership Order**”) appointing Harvey Sender of Sender & Smiley, LLC as receiver for Gary Dragul (“**Dragul**”), GDA Real Estate Services, LLC (“**GDA RES**”), GDA Real Estate Management, LLC (“**GDA REM**”), and related entities (collectively, “**Dragul and the GDA Entities**”), and their assets, interests, and management rights in related affiliated and subsidiary businesses (the “**Receivership Estate**” or the “**Estate**”).

2. Defendant, WBF/CT Associates, LLC (“**WBF**”), is a limited liability company organized under the laws of the state of Pennsylvania.

3. WBF’s principals are Chad Hurst and Tom Jordan, both Pennsylvania residents.

## **II. Jurisdiction and Venue**

4. Jurisdiction is proper under COLO. REV. STAT. § 13-1-124 and the Colorado Constitution, Article VI, Section 9.

5. Venue is proper under C.R.C.P. 98(a) because this action affects real property located in Denver, Colorado.

## **III. General allegations**

### **A. Background**

6. Dragul, as the President of GDA RES and GDA REM (jointly, “**GDA**”), solicited investors to purchase membership interests in various limited liability companies that were engaged in the business of acquiring commercial real estate. From January 2008 until December 2015, Dragul, through GDA, sold more than \$52 million worth of interests in 14 various LLCs to approximately 175 investors.

7. As part of Dragul’s fraudulent enterprise, he also personally borrowed money from high-interest lenders and secured many of those loans with liens against properties he did not own, but were instead owned by special purpose entities Dragul managed, purportedly for the benefit of investors.

8. WBF invested with and lent funds to Dragul starting in 2006.



9. The Colorado Securities Commissioner and the Colorado Attorney General began to investigate Dragul and the GDA Entities in 2014 after receiving numerous complaints from investors.

10. On April 12, 2018, Dragul was indicted by a Colorado State Grand Jury on nine counts of securities fraud (the “**First Indictment**”).

11. On March 1, 2019, Gary Dragul was indicted by a Colorado State Grand Jury on five counts of securities fraud (the “**Second Indictment**”).

12. On March 18, 2019, WBF filed a claim against the Receivership seeking to recover \$5,330,797.84 based on amounts it claimed to be owed on seven loans it made to Dragul personally in 2017 and 2018. Those loans were all secured by second mortgages Dragul granted on various properties he did not own.

## **B. The Substitute Deeds of Trust**

13. On or about October 30, 2017, Dragul entered into a Loan Agreement with WBF pursuant to which WBF agreed to loan Dragul up to \$750,000. A true and accurate copy of the Loan Agreement is **Exhibit 1** to this Complaint.

14. On October 30, 2017, Dragul executed a Promissory Note payable to WBF in an amount up to \$750,000, which bore 24% per year interest and was payable in full by March 31, 2018 (the “**\$750,000 Note**”). A true and accurate copy of the \$750,000 Note is **Exhibit 2**.

15. Although Dragul was the borrower on the \$750,000 Note, the Note was secured by a second deed of trust (the “**High Street Deed of Trust**”) encumbering properties owned by Lower High Street 17, LLC (2311 South High Street, Denver, Colorado); High Street Condo Project, LLC (2321 South High Street, Denver, Colorado); and Upper High Street 17, LLC (2329 South High Street, Denver, Colorado) (collectively the “**High Street Properties**”). Dragul purchased the High Street Properties using funds solicited from investors. A true and accurate copy of the High Street Deed of Trust is **Exhibit 3**.

16. WBF wired \$383,384 of the \$750,000 loan amount to High Street Condo Project, LLC on November 1, 2017. Dragul then transferred \$380,000 of that \$383,384 to GDA RES, and then from GDA RES to himself personally on November 1, 2017.

17. WBF wired an additional \$200,000 to Dragul on November 1, 2017, and \$150,000 more on November 14, 2017.

18. On or about January 11, 2018, Dragul sold the High Street Properties to GDA-DU Student Housing 18 A, LLC and GDA-DU Student Housing 18 A, LLC as tenants-in-common for \$1,042,500. The DU tenants-in-common acquired the High Street Properties which are across from the University of Denver intending to develop a 0.43-acre site with a 5-story 60,000 sq. ft. student housing development.

19. The \$1,042,500 purchase price was funded by entities formed by Hagshama, an Israeli investment firm, which wired \$1,372,345 to High Street Condo Project, LLC on January 11, 2018. Hagshama also advanced an additional \$1.4 million to Dragul that was to be used to develop the project.

20. In addition to the High Street Deed of Trust, Trepla LLC held a first deed of trust on the High Street Properties.

21. At the closing of the High Street Properties sale to the DU entities on January 11, 2018, Dragul paid Trepla \$334,755.82 and Trepla released its deed of trust.

22. Instead of using the remaining approximate \$1 million from the funds Hagshama advanced to pay off the High Street Deed of Trust, Dragul paid WBF only \$250,000 (and \$15,859 in interest). Dragul pocketed \$750,514.30 of the closing proceeds.

23. To induce WBF to release its High Street Deed of Trust, on January 11, 2018, Dragul and WBF entered into a Modification of Loan Agreement ("**Loan Modification**"). A true and accurate copy of the Loan Modification is **Exhibit 4**.

24. In the Loan Modification, Dragul and WBF agreed to substitute collateral and grant WBF deeds of trust on the following properties to secure the \$500,000 principal balance still owed on the \$750,000 Note:

- A. **South Ash Street, Denver, CO 80222**. Second Deed of Trust dated January 11, 2018, granted by 2166 South Ash 17, LLC, a Colorado limited liability company. This deed of trust was not recorded, however,

until April 27, 2018, at Reception No. 2018049400 in the records of the Clerk and Recorder of the City & County of Denver, State of Colorado.

- B. **2176 South Ash Street, Denver, CO 80222**, Second Deed of Trust dated January 11, 2018, granted by 2176 South Ash 16, LLC, a Colorado limited liability company. This deed of trust was not recorded, however, until April 27, 2018, at Reception No. 2018049401 in the records of the Clerk and Recorder of the City & County of Denver, State of Colorado.
- C. **2186 South Ash Street, Denver, CO 80222**, Second Deed of Trust dated January 11, 2018, granted by 2186 South Ash 16, LLC, a Colorado limited liability company. This deed of trust was not recorded, however, until April 27, 2018, at Reception No. 2018049402 in the records of the Clerk and Recorder of the City & County of Denver, State of Colorado.
- D. **2196 South Ash Street, Denver, CO 80222**, Second Deed of Trust dated January 11, 2018, granted by 2196 South Ash 16, LLC, a Colorado limited liability company. This deed of trust was not recorded, however, until April 27, 2018, at Reception No. 2018049403 in the records of the Clerk and Recorder of the City & County of Denver, State of Colorado.
- E. **2175 South Bellaire Street, Denver, CO 80222**, Second Deed of Trust dated January 11, 2018, granted by 2175 South Bellaire 16, LLC, a Colorado limited liability company. This deed of trust was not recorded, however, until April 27, 2018, at Reception No. 2018049404 in the records of the Clerk and Recorder of the City & County of Denver, State of Colorado.
- F. **2195 South Bellaire Street, Denver, CO 80222**, Second Deed of Trust dated January 11, 2018, granted by 2195 South Bellaire 16, LLC, a Colorado limited liability company. This deed of trust was not recorded, however, until April 27, 2018, at Reception No. 2018049399 in the records of the Clerk and Recorder of the City & County of Denver, State of Colorado.
- G. **6316 East Fair Avenue, Centennial, CO 80111**, Second Deed of Trust dated January 11, 2018, granted by 6316 East Fair 16, LLC, a Colorado limited liability company. This deed of trust was not recorded, however, until April 27, 2018, at Reception No. D8041026 in the records of the Clerk and Recorder of Arapahoe County, State of Colorado.
- H. **7842 East Briarwood Boulevard, Centennial, CO 80112**, Second Deed of Trust dated January 11, 2018, granted by 7842 East Briarwood

16, LLC, a Colorado limited liability company. This deed of trust was not recorded, however, until April 27, 2018, at Reception No. D8041025 in the records of the Clerk and Recorder of Arapahoe County, State of Colorado.

Collectively, these deeds of trust are referred to as the “**Substitute Deeds of Trust**” and/or the “**Transfers**,” and the grantors of the Substitute Deeds of Trust as the “**Grantors of the Substitute Deeds of Trust**.”

25. The Substitute Deeds of Trust were recorded on April 28, 2018, sixteen days after the First Indictment and the day after the First Indictment was reported in the Denver press. Pursuant to Colo. REV. STAT. § 38-8-107(1)(a)(I), the date of the Transfers is April 28, 2018.

26. WBF provided no consideration for the Loan Modification or the Transfers.

27. WBF did not provide, and the Grantors of the Substitute Deeds of Trust, did not receive, any consideration for the Substitute Deeds of Trust. No consideration supports the Transfers.

28. WBF was aware of the First Indictment when the Substitute Deeds of Trust were recorded and had pressured Dragul and the GDA Entities to record the Substitute Deeds of Trust due to concerns raised by the First Indictment.

29. The Receiver has standing to pursue claims for the benefit of creditors under applicable law and the Receivership Order. *See* Receivership Order ¶ 9.

### **First Claim for Relief** (Turnover)

30. The Receiver incorporates the previous allegations of the Complaint as if fully set forth herein.

31. Pursuant to paragraphs 10 and 11, of the Receivership Order, all persons in active participation with, or creditors of, Dragul and the GDA Entities, or who hold property of the Estate, have been “ordered to deliver immediately to the Receiver all of the Receivership Property.”

32. The Transfers are transfers of Estate property and are subject to turnover pursuant to paragraph 11 of the Receivership Order.

33. Under the Receivership Order, WBF should be ordered to release its Substitute Deeds of Trust and/or to pay the Estate the value thereof.

**Second Claim for Relief**

(Actual Fraud – COLO. REV. STAT. § 38-8-105(1)(a))

34. The Receiver incorporates the previous allegations of the Complaint as if fully set forth herein.

35. At all times relevant hereto, and with respect to the Transfers, there existed one or more creditors whose claims arose either before or after the Transfers.

36. The Transfers were made furtherance of Dragul's fraudulent investment scheme with the actual intent to hinder, delay, and defraud creditors.

37. Pursuant to COLO. REV. STAT. §§ 38-8-108(1)(a) and 38-8-109(2), the Receiver is entitled to a judgment avoiding the Transfers, directing the Transfers be set aside, and recovering the Transfers, or the value thereof, from WBF for the benefit of the Estate.

**Third Claim for Relief**

(Constructive Fraud – COLO. REV. STAT. § 38-8-105(1)(b))

38. The Receiver incorporates the previous allegations of the Complaint as if fully set forth herein.

39. At all times relevant hereto, and with respect to the Transfers, there existed one or more creditors whose claims arose either before or after the Transfers.

40. Grantors did not receive reasonably equivalent value in exchange for the Transfers.

41. At the time of the Transfers, Dragul and the GDA Entities and Grantors (collectively, the "Sham Business") were engaged or were about to engage in a business or a transaction for which their remaining assets were unreasonably small in relation to the business or transaction.

42. At the time of each Transfer, the Sham Business intended to incur, or believed or reasonably should have believed that it would incur, debts beyond its ability to pay as they became due.

43. As a result of the foregoing, pursuant to COLO. REV. STAT. § §§ 38-8-108(1)(a) and 38-8-109(2), the Receiver is entitled to a judgment avoiding the Transfers, directing that the Transfers be set aside, and recovering the Transfers, or the value thereof, from WBF for the benefit of the Estate.

#### **Fourth Claim for Relief**

(Fraudulent transfer – COLO. REV. STAT. § 38-8-106(1))

44. The Receiver incorporates the previous allegations of the Complaint as if fully set forth herein.

45. At all times relevant hereto, and with respect to the Transfers, there existed one or more creditors whose claims arose before or after the Transfers.

46. Grantors of the Substitute Deeds of Trust did not receive reasonably equivalent value in exchange for the Transfers.

47. At the time of the Transfers, the Sham Business was insolvent or became insolvent as a result of the Transfers.

#### **Fifth Claim for Relief**

(Unjust Enrichment)

48. The Receiver incorporates the previous allegations of the Complaint as if fully set forth herein.

49. By virtue of the Substitute Deeds of Trust, WBF received a benefit at the Estate's expense under circumstances that would make it unjust for WBF to retain the benefits of the Substitute Deeds of Trust without paying the Estate the value thereof.

WHEREFORE, the Receiver asks the Court to enter judgment in his favor and against Defendant as follows:

A. On the First Claim for Relief an order requiring WBT to execute releases of the Substitute Deeds of Trust or to turn over to the Receiver the value of the Transfers.

B. On the Second, Third, and Fourth Claims for Relief, pursuant to COLO. REV. STAT. §§ 38-8-105, 38-8-108(1)(a), and 38-8-109(2): (a) avoiding and preserving the Transfers, (b) directing that the Transfers be set aside, and (c) recovering the Transfers, or enter judgment in the Receiver's favor and against WBF for the value thereof;

C. On the Fifth Claim for Relief, requiring WBT to release its Substitute Deeds of Trust or enter judgment in the Receiver's favor and against WBF for the value thereof;

D. On all Claims for Relief, pursuant to Colorado law, awarding the Receiver pre-and post-judgment interest from the date on which WBF received the Transfers, and costs; and

E. Granting the Receiver any additional relief the Court deems appropriate.

Dated: August 28, 2019.

ALLEN VELLONE WOLF HELFRICH & FACTOR  
P.C.

By: s/ Michael T. Gilbert 

Patrick D. Vellone

Michael T. Gilbert

Rachel A. Sternlieb

1600 Stout Street, Suite 1100

Denver, Colorado 80202

Tel: (303) 534-4499

E-mail: pvellone@allen-vellone.com

E-mail: mgilbert@allen-vellone.com

E-mail: rsternlieb@allen-vellone.com

ATTORNEYS FOR THE PLAINTIFF AS RECEIVER

Address for Plaintiff:

Sender & Smiley LLC

600 17<sup>th</sup> Street

Suite 2800 South

Denver, CO 80202

DISTRICT COURT, DENVER COUNTY, STATE OF COLORADO Denver District Court 1437 Bannock St. Denver, CO 80202	<p style="text-align: center;"><b>▲ COURT USE ONLY ▲</b></p>
<p><b>Plaintiff:</b> Gerald Rome, Securities Commissioner for the State of Colorado</p> <p>v.</p> <p><b>Defendants:</b> Gary Dragul, GDA Real Estate Services, LLC, and GDA Real Estate Management, LLC</p>	
<b>CLAIM FORM</b>	

Galloway & Company, Inc., by its attorneys, Montgomery Little & Soran, PC, hereby asserts a claim against the Receivership Estate of Gary J. Dragul (“Dragul”); GDA Real Estate Services, LLC; GDA Real Estate Management, LLC; and related entities (collectively, “Dragul and the GDA Entities” or the “Estate”).

1. Amount of Claim as it existed on August 30, 2018.

Claim is asserted against:	GDA Real Estate Services, LLC 2166 South Ash 17, LLC 2176 South Ash 16, LLC 2186 South Ash 16, LLC 2196 South Ash 16, LLC 2175 South Bellaire 16, LLC 2196 South Bellaire 16, LLC
Actual Damages:	<u>\$141,988.94</u>
Consequential and other damages, if any:	_____
Interest, if any:	_____
Attorneys’ fees and costs, if any:	_____



Other: \_\_\_\_\_  
TOTAL: \$141,988.94

2. The foregoing claim arose on account of professional services provided through July 31, 2018 in the nature of site planning, development and entitlements for the Ash/Bellaire Townhomes project.

**DOCUMENTS SUPPORTING THE CLAIM MUST BE ATTACHED TO THIS CLAIM FORM.**

3. This claim is (select one):

unsecured, OR

secured by the following collateral or security: Statement of Mechanics' Lien recorded October 2, 2018, Reception No. 2018124753 (the "Lien").

4. If the claim is secured, please identify the location of all collateral: The Lien encumbers the following real property in the City and County of Denver, Colorado:

Lots 17 and 18, Block 3, Warrens University Heights (2166 S. Ash Street)  
Lots 19 and 20, Block 3, Warrens University Heights (2176 S. Ash Street)  
Lots 21 and 22, Block 3, Warrens University Heights (2186 S. Ash Street)  
Lots 23 and 24, Block 3, Warrens University Heights (2196 S. Ash Street)  
Lots 28-30 inclusive, Block 3, Warrens University Heights (2175 S. Bellaire Street)  
Lots 25-27 inclusive, Block 3, Warrens University Heights (2195 S. Bellaire Street)

5. If the claim includes interest, please specify each of the reasons for such interest and the rate thereof (e.g. contract, statute, etc.): N/A

6. The nature and value of any offset or counterclaim (i.e., money or property that you owe Dragul, the GDA Entities, or the Estate, or any claims that Dragul, the GDA Entities, or the Estate may have against you): NONE

7. If you are currently represented by an attorney, please complete the following:

Montgomery Little & Soran, PC  
5445 DTC Parkway, Suite 800  
Greenwood Village, CO 80111  
Attn: Debra Piazza  
Phone: 303-773-8100  
Fax: 303-220-0412  
Email: [dpiazza@montgomerylittle.com](mailto:dpiazza@montgomerylittle.com)

**NO SUIT OR PROCEEDING HAS BEEN FILED TO FORECLOSE THE LIEN. EXCEPT FOR THE LIEN, CLAIMANT HEREBY CERTIFIES THAT IT HAS DISMISSED ANY OTHER PENDING SUITS OR PROCEEDINGS IT HAS COMMENCED AGAINST DRAGUL, THE DRAGUL ENTITIES, OR THE RECEIVERSHIP ESTATE AND THAT IT WILL NOT FILE (OR RE-FILE) ANY SUIT OR PROCEEDINGS, INCLUDING A SUIT OR PROCEEDING TO FORECLOSE THE LIEN, IN ANOTHER FORUM WITHOUT THE RECEIVER'S PERMISSION OR LEAVE OF THIS COURT.**

Dated January 15, 2018.

MONTGOMERY LITTLE & SORAN, PC



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Debra Piazza #15197  
5445 DTC Parkway, Suite 800  
Greenwood Village, CO 80111  
Phone: 303-773-8100  
Fax: 303-220-0412  
Email: [dpiazza@montgomerylittle.com](mailto:dpiazza@montgomerylittle.com)  
Attorneys for Claimant

I hereby certify and attest, under the penalty of perjury, that the information contained in the foregoing Claim Form is true and correct.



---

Kristoffer Kenton, AIA  
Galloway & Company, Inc.  
6162 S. Willow Drive, Suite 320  
Greenwood Village, CO 80111  
Phone: 303-770-8884  
Fax: 303-770-3636  
Email: [kristofferkenton@gallowayus.com](mailto:kristofferkenton@gallowayus.com)  
Claimant



10/23/2017

Gary Dragul  
GDA Real Estate Services  
5690 DTC Boulevard, Suite 515  
Greenwood Village, Colorado 80111

RE: Ash and Warren Townhomes; Professional Services Proposal

Dear Gary:

Galloway is pleased to provide our Professional Services Agreement (PSA) to GDA Real Estate Services for residential townhome project at the corner of South Ash Street and East Warren Avenue in Denver, Colorado. It is understood that the project scope includes the architectural, structural, mechanical, electrical and plumbing design for 24 townhomes with 3 different types. The requested scope of services and associated fees are outlined in Exhibit A of this PSA.

Galloway is a full-service engineering, architecture and planning company that has provided comprehensive land development services since 1982 and is licensed in 43 states. With offices in Colorado, Utah and California, we provide all major services under one roof and have the capabilities necessary to successfully manage a project from planning through construction completion. Galloway's services include due diligence; land development consulting; site planning; civil, mechanical, electrical and structural engineering; architecture; landscape architecture; site lighting analysis; and construction contract administration. Our diverse client base includes local, regional and national developers, builders and retailers. We pride ourselves on providing quality, cost-effective, and reliable services and building enduring client relationships.

If the general terms of this proposal are acceptable, Galloway is prepared to execute this PSA, or upon review and mutual agreement of the contractual conditions, the Client's PSA. In either case, the attached Scope of Services, and any mutually agreeable revisions thereto, would be incorporated into said PSA.

We appreciate the opportunity to submit our professional services proposal to you. Galloway strives to provide a superior level of service that reflects our dedication to timely and cost-effective projects, exceptional communication and the highest-quality deliverables. We are committed to your project's success and look forward to working with you. If you have any questions, please feel free to contact me at (303)770-8884. Thank you for considering Galloway!

Sincerely,  
**GALLOWAY & COMPANY, INC.**

Kristoffer Kenton, Principal – Director of Architecture  
KristofferKenton@GallowayUS.com

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as "Agreement") is made as of October 23, 2017, between the GDA Real Estate Services (hereinafter referred to as "Client"), and Galloway & Company, Inc., a Colorado Corporation, and its Subsidiaries (collectively hereinafter referred to as "Galloway"), and jointly referred to as the "Parties." The Parties agree as follows:

### PREFACE

The Agreement between Galloway and Client contains the following attachments that are incorporated into and made a part of this Agreement:

Exhibit A	Scope of Services and Compensation
Exhibit B	Schedule of Rates
Exhibit C	Contractual Conditions
Exhibit D	Schedule of Insurance

This Agreement is binding upon the Parties, their successors and assigns. Client understands the terms and conditions set forth and willingly enters into this Agreement. The terms of this Agreement shall also cover all services performed by Galloway for Client prior to the execution of this Agreement, if any.

### SCOPE OF SERVICES

The Scope of Services under this Agreement is defined in Exhibit A.

### COMPENSATION

Client shall pay Galloway for the Scope of Services pursuant to enumerated amount(s) noted in Exhibit A. If changes to the scope of services or additional services cause an increase or decrease in Galloway's services, an equitable adjustment shall be made to Galloway's compensation as provided in Exhibit C, Contractual Conditions, and this Agreement shall be modified by an executed Service Authorization addendum.

### INVOICING

Galloway invoices on a fixed fee and/or time and material (T&M) basis. Fixed fee scope items are invoiced on a percent-complete basis, while T&M items are invoiced pursuant to the Schedule of Rates in effect at the time services are rendered and expenses incurred. A copy of the current Schedule of Rates is attached herein as Exhibit B. Changes to the Scope of Services and compensation shall be identified in a Service Authorization addendum and commenced only upon the Client's execution of the Service Authorization. T&M fees presented herein are estimates and should not be construed as not-to-exceed amounts. Reimbursable expenses shall be invoiced at 1.10 times the direct out-of-pocket expense. These reimbursable expenses include, but are not limited to, permit fees, review and recording fees, reasonable travel costs, communication costs, equipment and facility rentals, subconsultant fees, reproduction costs, and courier and shipping fees. Invoicing is performed monthly with payment due net 30 days from the date of invoice. Amounts unpaid 30 days after the invoice date shall include a service charge of 1.5% per month. Collection charges, including attorney's fees and court costs are payable by Client in the event of late payment. Final payment is required prior to the release of any signed and

stamped drawings, reports, or other Instruments of Service, as defined herein under Exhibit C, Contractual Conditions.

It should be noted that the fee estimate is based upon Galloway's understanding of the project scope at the time that the estimate is provided. The fee estimate is also based upon a standard performance schedule for services. Compressed schedules will increase the fee estimate. Unforeseen conditions or necessary revisions may require Galloway to submit a Scope of Services addendum and obtain approval from Client prior to proceeding with the modified scope. Galloway's Schedule of Rates is subject to change.

**SCHEDULE**

TBD

**LIMITATIONS OF PROFESSIONAL SERVICES**

Services not specifically identified in Exhibit A or within a separate Service Authorization are excluded from this Agreement. However, deviation from the Scope of Services, whether Client-driven or through the agency review and approval processes, will be justification for amendment to the Scope of Services.

**INSURANCE**

Galloway is insured pursuant to the Schedule of Insurance attached hereto as Exhibit D.

Galloway is hereby authorized by Client to proceed with the above referenced Scope of Services as set forth in this Agreement between Galloway and Client.

**ACCEPTED BY:**

Galloway & Company, Inc.

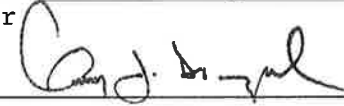
Signature: 

Print Name: Kristoffer Kenton, AIA

Date: October 23<sup>rd</sup> 2017

Title: Principal – Director of Architecture

GDA Real Estate Services, LLC  
a Colorado limited liability company  
By: GDA Real Estate Management, Inc.  
It's Manager

Signature: 

Gary J. Dragul, President

Print Name: \_\_\_\_\_

Date: October 24, 2017

Title: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES and COMPENSATION**  
**for**  
**ASH AND WARREN TOWNHOMES**

**PROJECT DESCRIPTION**

The subject site is located at the northeast corner of East Warren Avenue and South Ash Street in Denver Colorado. This proposal includes fees for a multi-family townhome development that includes 3 different unit types in 3 different building configurations on approximately 1 acre.

**CLIENT RESPONSIBILITIES**

The following items will be provided by Client:

1. Geotech Report
2. Environmental Site Assessment

**PROJECT ASSUMPTIONS**

In preparing this estimate, the following assumptions were made:

Land Use

- No change in existing land use is required for the property.
- No change in the City's master plan is required for development of property.
- No rezoning is required for the property.
- No annexation is required for the property.
- The site will require replatting with the entitlement process.

Reports and Documents

- The Client will provide Galloway with all existing approved documents, both in paper and electronic media (AutoCAD 2004 or later), created by previous consultants on this project.
- The Client will order the necessary environmental studies needed for Galloway to process any required right-of-way dedication for this project.
- There are no CCR's or ECR's associated with the site, and Galloway will have minimal time associated with title review and coordination with the Client's legal team during the entitlement of this project.

#### Planning and Approval

- No neighborhood meetings will be required during the entitlements process for this project. Galloway is available to assist, as requested, should neighborhood meetings be required by the City during the approval process.
- Galloway will prepare engineered drawings and supplemental reports for multiple submittal applications, as defined in the scope of this proposal, including materials for the pre-application meeting and concept review as well as the preparation of the site plan, civil construction drawings and construction permits.
- The Client understands that authorizing Galloway to design and submit civil and building construction documents prior to final approval of the site plan by city staff and prior to planning commission public hearings may result in additional design costs for revisions beyond the scope of this proposal.
- Any easements and/or easement exhibits required for final entitlements and/or building permits will be provided on a time and materials basis.

#### Utilities and Traffic

- An overall traffic study will not be required because this is a site conversion without change in use. It should be noted that relocation of the access points will require curb, gutter and landscaping improvements in the right-of-way.
- The proposed water for this site can be brought in from the surrounding roadways, and the City will require full drawings for the water line.
- The proposed sanitary sewer for this project can be brought in from the surrounding roadways, and the City will require full drawings for the sanitary sewer.

#### Detention and Drainage

- The City requires storm water detention (10- and 100-year storm events) for new development or redevelopments that have 1 acre or more of disturbed area. The City requires permanent structural storm water quality best management practices for new development or redevelopments that have 1 acre or more of disturbed area. A full drainage study will be required.
- It is assumed that the required water quality and detention ponds will be above ground and will surface drain into the adjacent streets.
- The City requires that all structures associated with new development or redevelopment have the finished floor elevated 2 feet above the adjacent street flow line to provide protection from flooding or, as an alternative, the city has standardized methods that can be utilized to alternatively set a finished floor elevation (FFE). This proposal assumes that this project will adhere to the standard of setting the FFE 2 feet above the curb and gutter flow line adjacent to all entrances. Should more detail be required to set the FFE, additional costs may result.

Permitting and Construction

- The Owner shall pay all entitlement and construction fees.
- The Owner or their assigns will handle the bid process including bid document assembly and distribution.
- The Owner or their assigns will manage all construction activity and testing.
- The Owner's contractor will obtain all local, state, federal and other jurisdictional construction permits necessary for construction of the project.

**SCOPE OF SERVICES TO BE PROVIDED BY GALLOWAY**

Galloway offers complete project development services that are identified within the following project numbers and phases for billing and tracking purposes. The Client will receive a separate invoice for each of the Project numbers listed below. Project setup and billing arrangements can be defined based on your direction upon commencement of work by Galloway.

**Project TBD00000X.2X – PROJECT NAME (LAND)**

Phase 300 – Planning Documents & Reports Phase  
Phase 400 – Civil Construction Documents & Reports Phase  
Phase 600 – Permitting/Entitlement Phase  
Phase 700 – Construction Services Phase

**Project TBD00000X.3X – PROJECT NAME (BLDG)**

Phase 100 – Predevelopment Phase  
Phase 300 – Planning Documents & Reports Phase  
Phase 500 – Building Construction Documents Phase  
Phase 600 – Permitting/Entitlement Phase  
Phase 700 – Construction Services Phase

We understand that Client has requested identify the service or services requested, which are included in the name phases.

A discussion of requested services follows.

**PHASE 100 – PREDEVELOPMENT PHASE**

Galloway will gather preliminary site information, including code and permit submittal requirements, conceptual costs, and initial utility and subconsultant requirements; prepare preliminary project schedules and cost estimates; and identify key entitlement and/or construction constraints as agreed to with Client.

To further define and determine the feasibility of a site, Galloway will prepare a detailed analysis of site conditions, constraints, zoning, and submittal requirements, which includes meeting with city, state and



federal agencies as necessary, obtaining utility availability letters from wet and dry utility providers, and conducting meetings with city officials to identify political issues that may prevent a site from being approved.

Galloway will create conceptual plans for various layouts and options, as identified below, that verify and demonstrate suitability of a site for GDA Real Estate Services and intended use.

### Architecture

Schematic Design: Pricing in summary based on **\$8,400 / model x 3 Models**

- Schematic design will include initial floor plans for one or two reviews. A maximum of two alternative sketches per model will be provided in the early stages of this phase of work. This work will be based on an architectural design program to be furnished by the Owner, or as prepared with Galloway's assistance in the program development stage. The final stage of this phase of the work will include floor plans and elevations for each of the (3) building types and (3) unit types.

### **PHASE 300 – PLANNING DOCUMENTS & REPORTS PHASE**

Galloway will provide development coordination services to assist and represent GDA Real Estate Services in planning approval preparation and submittal, architectural and neighborhood submittals, and various meetings, as well as agency, subconsultant, and utility coordination as specifically listed below.

Galloway will provide architectural, civil engineering and landscaping architectural services as listed below to create full planning drawings and reports required for submittal to various jurisdictions and agencies for approval.

### Planning Approval Activities and Services

- Site and Code Investigations
- Planning and Entitlement Coordination and Meetings
- Neighborhood/Organization Meetings
- Client Coordination and Meetings
- Client Meetings
- Consultant Coordination
- Title Sheet – 1 Sheet(s)
- Building Architectural Plans
- Site Plans – 1 Sheet(s)

- Grading Plans and Earthwork Analysis – 1 Sheet(s)
- Master Utility Plans – 1 Sheet(s)
- Landscaping Plans and Details – 1 Sheet(s)
  - Landscape Design Development: Includes common area (24 lots) and streetscape design at S. Ash Avenue, E. Warren Avenue & S.
  - Prepare Landscape Plans containing information required for Site Plan approval by the City of Denver.
  - Prepare Planting Legend and Landscape Calculation Tables
  - Prepare Planting Details and Site Amenities Details (if required)
  - Prepare Sheet Type Technical Specifications for Landscaping.
- Site Photometric Plans – 1 Sheet(s)

#### **PHASE 400 – CIVIL CONSTRUCTION DOCUMENTS & REPORTS PHASE**

Galloway will provide engineering services to generate and/or coordinate necessary detailed, fully-engineered civil construction documents for the site improvements. Galloway's services and activities include reports, analysis, modeling, meetings and coordination as specifically listed below.

##### Civil Documents and Reports Activities and Services

- Civil Document Code Investigations
- Civil Document Approval Coordination
- Municipal Meetings
- Client Coordination and Meetings
- Client Meetings
- Consultant Coordination
- Opinion of Probable Costs (Civil Construction Level)
- Transportation Engineering Plan (TEP)
  - Title Sheet – 1 Sheet
  - Roadway Plan and Profiles – 3 Sheets
  - Roadway Cross Sections – 3 Sheets
  - Intersection Plan – 2 Sheets
- Sewer Use and Drainage Permit (SUDP)
  - Title Sheet – 1 Sheet
  - Detailed Grading Plan – 1 Sheet
  - Utility Notes & Details – 2 Sheets
  - Pond Plans and Details – 2 Sheets

- Drainage Map
- Construction Activities Stormwater Discharge Permit (CASDP)
  - Initial Erosion Control – 1 Sheet
  - Interim Erosion Control – 1 Sheet
  - Final Erosion Control – 1 Sheet
  - Erosion Control Details – 3 sheets
  - Erosion Control Narrative/Report
- Denver Water Plans
  - Title Sheet – 1 Sheet
  - Notes Sheet – 1 Sheet
  - Utility Plan – 1 Sheet
  - Water Only Plan – 1 Sheet
- Demolition Plans – 1 Sheet(s)
- Site Plans, Horizontal Control and Details – 2 Sheet(s)
- Irrigation Plans and Details – 2 Sheet(s)
  - Prepare Irrigation Plans containing information required for permitting and construction of the landscape irrigations system for this project, per Denver Water requirements: Includes common area (24 lots) and streetscape design at S. Ash Avenue, E. Warren Avenue & S. Bellaire Street.
  - Prepare Irrigation Details and Calculations per Denver Water requirements.
  - Prepare Sheet Type Technical Specifications for Irrigation.
- Landscape Construction Details: Planting and Site Amenities

Civil Reports, Analysis and Modeling Information

- Final Drainage Report, Hydrology & Hydraulic Analysis and Modeling
- Sanitary Sewer Peak Flow Calculation
- Final Landscaping and Irrigation Analysis and Modeling
- Final Earthwork Analysis

Preparation of legal descriptions, plats, easements, project specifications, bid forms, bid coordination and exhibits not related to specific construction plan approval (unless specifically listed within this proposal) will be considered an additional service.

**PHASE 500 – BUILDING CONSTRUCTION DOCUMENTS PHASE**

Galloway will provide architectural and structural engineering services for generating and coordinating necessary detailed, fully-engineered building construction documents for buildings. This includes

architectural, structural; interior design; and coordination of any necessary subconsultant design provided by the Owner.

Note: MEP is anticipated to be design build by the contractor, if this direction changes, Galloway can provide MEP Engineering but will be an additional service.

#### Building Construction Documents Activities and Services

- Building Document Code Investigations
- Building Document Approval Coordination
- Municipal Meetings
- Client Coordination and Meetings
- Client Meetings
- Consultant Coordination
- Schedules (Building Construction Level)

#### Construction Drawings and Reports

- Building Architectural Plans and Elevations
- Building Architectural Sections and Details
- Building Structural Plans, Sections and Details for the design of the foundations and superstructure assumed to be typical wood framing.
- Foundations are assumed to be spread footings. Drilled Piers or non-typical foundation systems will need to be revisited and may require additional fee

#### Reports and Analysis Information

- Structural Calculations, Analysis and Modeling
- Building Documents Phase Special Reports, Analysis and Modeling Information
- Building Specifications

#### Architecture

##### Design Development

- Based on approval of drawings developed through schematic design, this phase includes design development of the schematic designs. Minor plan variations are included, but major plan variations, involving structural or footprint shape, are not included.
- Based on approval of drawings developed through schematic design, this work will include preparation of dimensioned floor plans of the units, building sections, building elevations

and roof plans; typical sections; basic structural framing; and diagrammatic descriptions of important building systems including mechanical, electrical, plumbing and/or gas line routing. Diagrams will address meter and equipment locations and routing to establish architectural impacts, if any. This set of drawings may be suitable for preliminary cost estimating to make final adjustments in the construction drawings.

#### Construction Documents

- Upon approval of the design development drawings, Galloway will proceed with preparation of construction documents. The fee includes a set of plans, elevations, sections and details as required by the municipality for building permits with the basic plan and elevation variations. Galloway will provide a typical set of CDs to illustrate this scope of work.
- Foundation design will not be undertaken without a soils report in advance with recommendations on design

#### **PHASE 600 – PERMITTING/ENTITLEMENT PHASE**

Galloway will coordinate submittal and tracking of various local, state and federal permits required for project approval as listed below.

#### Permits

- Building Permit
- Site Improvement Permit
- Demolition Permit
- Fire Department Permit
- Local Grading and Erosion Control Permit
- State Permits (Stormwater Discharge)
- Dry Utility Permits

#### **PHASE 700 – CONSTRUCTION SERVICES PHASE**

Galloway will provide the following Construction Phase services, on a limited basis:

- Assist the Owner in efforts to administrate the contract. The Owner shall be primarily responsible for construction contract administration.
- Architect to attend biweekly construction meetings via conference call or onsite meetings depending on stage of construction. We have anticipated 8 months of construction and allowed for up to 8 site visits and up to 16 calls.
- Additional site visits are NOT included in the base compensation but will be available as an additional service upon request.

- Owner and Contractor will communicate directly with each other. Galloway shall be a party to communications related to the interpretation of the contract documents.
- Respond to requests for information, issue supplemental instructions, or otherwise assist the Owner with the interpretation of the contract documents when requested.
- Assist the Owner in the review of change orders, construction change directives, or other contract modification requests prepared by others. At the Owner's request, and authorization to perform additional services, Galloway may produce proposal requests.
- Review submittals as required by the contract documents.
- Review structural special inspection reports. (Correction of deficiencies requiring design and/or detailing will be provided as an additional service.)
- Assist the Owner in the review of the Contractor's request for substantial completion and the contractor's punch-list, and supplement this list as required. If the work is determined not to be substantially complete, Galloway shall provide follow-up reviews as an additional service.
- Galloway may provide all other Construction Administration services upon the Owner's request and authorization to perform additional services.

Construction activities and services identified as part of this proposal are listed below.

Construction Process Activities

- Client Coordination Regarding Construction Activities
- Consultant Coordination
- Bid Coordination and Periodic Construction Observation
- Shop Drawing Review
- Project Closeout Activity

Construction Observations

Civil Observation

- Civil (Two Visits)
- Utility (Single Visit)
- Detention Pond (Single Visit)
- Paving (Single Visit)
- Signage and Striping (Single Visit)

**SWPPP Observation**

- Initial SWPPP Observation and Sign-Off
- Bi-Weekly Observations and Reports
- N.O.T. (SWPPP) Closeout

**Landscaping Observation**

- Landscaping/Planting (Single Visit)
- Irrigation (Single Visit)

**Building Observation**

- Structural (Four Visits-Foundations and Framing)
- Architectural (Single Visit)
- Mechanical (Single Visit)
- Plumbing (Single Visit)
- Electrical (Single Visit)

**Project Punchlist**

- Site Civil (Single Visit and Punchlist Report)
- Site Structural (Single Visit and Punchlist Report)
- Building (Single Visit and Punchlist Report)
- Landscaping and Irrigation (Single Visit and Punchlist Report)

**LIST OF EXCLUSIONS**

Below is a list of items that are excluded from the scope of services provided by Galloway (unless specifically listed in this proposal), although coordination of these services may be provided by Galloway as listed within this proposal. Galloway may provide some of these services at an additional cost upon request of the Owner.

- Topographic, Boundary and ALTA/ACSM Surveys and Plats
- Soils/Geological Reports
- Environmental Studies/Reports/Approvals
- Traffic Impact Analysis (TIA) Traffic Improvement or Traffic Signal Plans
- Sound Studies or Reports
- FEMA Reports or Submittals
- Retaining Wall Design/Calculations

- Preparation of any shop drawings including, but not limited to, rebar submittals, steel submittals, truss submittals, etc.
- Structural designs as related to means and methods of construction.
- Required Special Inspections per Chapter 17 of the International Building Code. Any required inspections shall be third party and hired directly by the owner or contractor.
- Building energy modeling
- Building telecommunications design beyond the scope noted above
- Advertising and Distribution of Bid Set Documents
- Construction Staking or Final Grade Certifications
- Title Company, Utility Company, Agency Permit and Processing Fees
- Legal Descriptions and Easements
- Wetland Mitigation
- Groundwater Modeling/Mitigation
- Building Fire Sprinkler System Design and Construction Documents
- Punchlist Walk-Throughs and Reports
- As-Built Drawings and Certifications
- Sign Working Drawings and Permitting
- Attendance at Neighborhood Meetings other Entitlement Public Meetings



**FEE SUMMARY**

Based upon the identified scope, we propose the following fixed fees and estimated hourly fees for our proposed services.

**Project TBD00000X.2X – PROJECT NAME (LAND)**

**Fixed Fees**

<b>Scope of Service</b>	<b>Fixed Fee</b>
Phase 300 – Planning Documents Phase	\$ 20,920
Breakdown by Discipline:	
Civil	\$ 14,500
Landscape	\$ 4,500
Photometric	\$ 1,920
 Phase 400 – Civil Documents Phase	 \$ 70,450
Breakdown by Discipline:	
Civil	\$65,100
Landscape	\$ 1,500
Irrigation	\$ 3,700
Photometric	\$ 150
 Phase 600 – Permitting/Entitlement Phase	 \$ 1,200
Breakdown by Discipline:	
Civil	\$ 1,200
 <b>Total Fixed Fees (LAND):</b>	 <b>\$ 92,570</b>

**Estimated/Hourly Fees**

Phase 700 – Construction Services Phase (T&M)	\$ 5,400 (Estimated NTE w/o Owner Approval)
Breakdown by Discipline:	
Civil	\$ 2,600
Landscape	\$ 2,800
 Phase 900 – Client Coordination Meetings (T&M)	 \$ 1,000 (Estimated NTE w/o Owner Approval)
<i>NOTE: Meeting Budget assumes monthly meetings with Owner from the Kickoff Meeting to the Construction Start with 1 person per meeting at 1 Hour each. OAC Meeting during construction are covered under the Construction Administration phase.</i>	

**Project TBD00000X.3X –PROJECT NAME (BLDG)**

**Fixed Fees**

<b>Scope of Service</b>	<b>Fixed Fee</b>
Phase 100 – Predevelopment Phase	\$ 25,200
Breakdown by Discipline:	
Architectural	\$25,200 - (\$8,400 / model x 3 Models)

*NOTE: Predevelopment Phase price per model/building is based on doing 3 different models. If during the initial programming discussion with the Client it is determined that there will be more than 3, the fees will be adjusted per model as follows:*

6 Models	\$5,400 per model
5 Models	\$6,400 per model
4 Models	\$7,400 per model

Phase 300 – Planning Documents Phase \$ 17,500  
 Breakdown by Discipline: Architectural \$ 17,500

Phase 500 – Building Construction Documents Phase \$ 75,900  
 Breakdown by Discipline: Architectural \$ 55,500 - (\$18,500 / model x 3 Models)  
 Structural \$ 20,400 - (\$6,800 / Building Type x 3 Building Types)

*NOTE: CD Phase price per model/building is based on doing 3 different models with 3 different building types. If during the preliminary development phase of work it is determined that there will be more or less than either of those, the fees will be adjusted per model/building as follows:*

*6 Models \$12,500 per model  
 5 Models \$14,500 per model  
 4 Models \$16,500 per model  
 2 Building Types \$8,800 per model*

Phase 600 – Permitting/Entitlement Phase \$ 4,400  
 Breakdown by Discipline: Architectural \$ 2,200  
 Structural \$ 1,000  
 MEP \$ 1,200

**Total Fixed Fees (BLDG): \$ 123,000**

**Estimated/Hourly Fees**

<b>Scope of Service</b>	<b>Estimated Fees</b>
Phase 700 – Construction Services Phase	\$ 17,600
(Estimated NTE without Owner Approval)	
Breakdown by Discipline:	
Architectural	\$ 15,000
Structural	\$ 2,600

Phase 900 – Client Coordination Meetings \$ 2,000 (Estimated NTE w/o Owner Approval)

*NOTE: Meeting Budget assumes monthly meetings with Owner from the Kickoff Meeting to the Construction Start with 1 person per meeting at 1 Hours each. OAC Meeting during construction are covered under the Construction Administration phase.*

**COMPENSATION**

The Scope of Services presented herein will be provided on a combination fixed fee and time and materials (T&M) basis. Each scope of services item is noted by either fixed fee or T&M as appropriate. Fixed fee items will be invoiced on a percent complete basis as the project and services progress. T&M items will be invoiced pursuant to the Schedule of Rates in effect at the time services are rendered and expenses incurred. The estimated fees provided herein are based upon our understanding of the project scope at this time and should not be construed as not-to-exceed amounts. A copy of Galloway’s current Schedule of Rates is incorporated herein as Exhibit B.

**EXHIBIT B  
 2017 SCHEDULE OF RATES**

<b>CATEGORY</b>	<b>HOURLY RATE</b>
<b>Management</b>	<b>\$140 - \$180</b>
Principal	
Land Development Director	
Architectural Director	
Fueling Team Manager	
Photometrics Team Manager	
Planning & Landscape Architecture Team Manager	
Land Development Team Manager	
Survey Team Manager	
<b>Site Development</b>	
Project Manager	\$135 - \$155
Site Development Coordinator	\$115 - \$145
Due Diligence Coordinator	\$95 - \$115
<b>Engineering</b>	
Project Manager	\$135 - \$155
Project Engineer	\$115 - \$145
Design Engineer	\$85 - \$115
Designer	\$85 - \$115
<b>Architecture</b>	
Design Director	\$145 - \$165
Project Manager	\$135 - \$155
Project Architect	\$110 - \$135
Job Captain	\$105 - \$115
Architectural Designer	\$90 - \$105
<b>Planning &amp; Landscape Architecture</b>	
Project Manager	\$110 - \$135
Planner	\$85 - \$125
Landscape Architect	\$95 - \$125
Landscape Designer	\$65 - \$95
<b>Surveying</b>	
Survey Project Manager	\$105 - \$150
Project Surveyor	\$95 - \$135
Survey Party Chief	\$90 - \$135
Survey Technician	\$75 - \$105
Junior Surveyor	\$45 - \$85
1-Person Field Crew	\$135 - \$160
2-Person Field Crew	\$150 - \$175
<b>CADD</b>	
CADD Designer	\$75 - \$110
CADD Technician	\$60 - \$85
<b>Administration</b>	
Marketing & Communications Coordinator	\$75 - \$85
Administrative Assistant	\$60 - \$85

## EXHIBIT C CONTRACTUAL CONDITIONS

The following conditions are necessary for completion of the Scope of Services provided herein, or in subsequent Service Authorizations, in a timely and orderly manner and within the rates set forth in the applicable Schedule of Rates as defined by this Agreement under Compensation. For the purpose of this Agreement, designs, drawings, reports, calculations, specifications, electronic data and similar services and deliverables in either electronic or hard copy form are the "Instruments of Service."

**A. Standard of Care:** Services provided by Galloway under this Agreement will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances in this geographic area.

**B. Subcontractors:** Galloway shall not subcontract any part of its services under this Agreement without first providing notice to Client. Client consents to any subcontractor or subconsultant listed in the Scope of Services on Exhibit A. Galloway shall obligate any subcontractor to agree to compliance with all applicable provisions of this Agreement. Nothing contained in any subcontract shall create a contractual relationship between Client and any such subcontractor.

**C. Reuse of Documents:**

1. Client acknowledges Galloway's Instruments of Service, prepared by Galloway and its subconsultants are for use solely on the Project. Galloway and its subconsultants, as authors and owners of their respective Instruments of Service, retain all common law, statutory and other reserved rights, including copyrights. Distribution of Instruments of Service for regulatory or other Project purposes is not a publication in derogation of the reserved rights.
2. Upon execution of this Agreement, and so long as Client is not in default of its obligations to Galloway, Galloway grants Client a nonexclusive license (the "License") to reproduce all finished Instruments of Service solely for use on the Project, subject to the following: (a) if Client is in default of this Agreement, including instances where Galloway terminates the Agreement for nonpayment, the License is terminated without the necessity of further action on the part of the Parties; (b) if Client terminates this Agreement for Galloway's default (or for Client's convenience and Client is not in default of its obligations to Galloway), the License is terminated without the necessity of further action on the part of the parties and is replaced by a nonexclusive license permitting Client, subject to the other provisions of this Agreement, to authorize properly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project. Galloway shall be awarded damages for Client's use of the Instruments of Service if it is later determined by an authority with competent jurisdiction that Galloway was not in default. Galloway retains the right to use, sell and/or modify any databases developed and/or modified in performing its services.
3. The Licenses granted are not assignable without Galloway's prior written consent, and no License or right is granted or implied under this Agreement, except as provided above. Use of Instruments of Service after termination of the Agreement or upon suspension or completion of the Project are at Client's risk and without liability to Galloway, and Client agrees to indemnify, defend and hold Galloway harmless from any and all claims, damages, losses, liabilities and expenses, including attorney fees and expert and consulting fees, arising out of or resulting from such use.

**D. Excluded Services:** Services not expressly identified in writing in a Service Authorization applicable to this agreement are excluded from the scope of Galloway's services. Client expressly agrees that Galloway has no responsibility to perform such services.

**E. Additional Services:** Client and Galloway agree that there may be circumstances beyond their control, which are unforeseen and that may arise during the project. These changes may require changes to the Scope of Services and Compensation. The additional services shall be invoiced per the terms of this Agreement.

**F. Construction Contract Administration:** If Client retains Galloway to provide construction contract administration of specific portions of construction work, Galloway will report its professional opinions and observations to Client. Galloway will make periodic observations of construction at intervals agreed to herein to become generally familiar with the construction work, to keep Client informed about the observable work, and to attempt to determine whether the work is in general conformance with the contract documents. This is not a warranty from Galloway that the work is without defect. These periodic observations

shall not be construed as exhaustive or continuous inspections. Galloway shall not be responsible for contractor's means, methods, techniques, sequences, procedures, or safety programs since these are exclusively the responsibility of the contractor and because Galloway is neither qualified nor licensed to be a contractor. Nothing herein shall relieve the contractor of responsibility for the quality of its work or impose liability upon Galloway for the quality or timeliness of that work.

**G. Insurance:** Galloway shall maintain during the term of this Agreement insurance as set forth in Exhibit D, Schedule of Insurance.

**H. Limitations:**

1. Galloway agrees to indemnify and save Client harmless from any loss, cost, or expense, including reasonable attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Galloway in connection with Galloway's professional services. Client agrees to indemnify and save Galloway harmless from any loss, cost, or expense, including attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Client in connection with the Project. If the negligence of both Galloway and Client is the cause of such damage or injury, the loss, cost, or expense shall be shared between Galloway and Client in proportion to their relative degrees of negligence and the right of indemnity shall apply for such proportion.
2. It is intended that the performance of Galloway's services shall not subject the personnel of either party, including employees, officers, directors, members, managers and shareholders (collectively, "Personnel"), to any personal legal exposure for any risk associated with the Project. Each party agrees that any claim, demand or suit shall be made only against a party and not against any of its Personnel.
3. Client and Galloway agree that notwithstanding any other provision in this Agreement to the contrary (including any other provision with the same or similar limiting language), to the fullest extent permitted by law: (a) the total liability in the aggregate, of Galloway and its Personnel and independent professional associates, and any of them, to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever (including, without limitation, indemnity obligations, contract damages, attorney's fees and expert witness fees) arising out of or in any way related to Galloway's services, the Project, or this Agreement, from any cause or causes whatsoever and regardless of the legal theory asserted (including, without limitation, negligence, errors, omissions, strict liability, misrepresentation, breach of contract or warranty of Galloway or its Personnel or independent professional associates, or any of them), shall not exceed the total compensation received by Galloway under this Agreement, and if separate tasks are issued by Service Authorizations, then the total compensation received by Galloway for a specific service on a specific project at a specific location, or the coverage limit provided in Exhibit D, whichever is less; (b) Client and Galloway waive claims against each other: (i) for incidental, special, indirect, punitive or consequential damages arising out of or relating to this Agreement, and Galloway shall not be liable for any cost or expense that provides betterment, upgrade or enhancement of the Project; and (ii) and against the subcontractors, subconsultants and employees of the other for damages to the extent that the damages sustained by either Galloway or Client are covered by property insurance. The mutual waiver of consequential damages under subsection (b) above shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Galloway shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.
4. If, due to Galloway's negligence, a required item or component of the Project is omitted from Galloway's Instruments of Service, Galloway shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original Instruments of Service. In no event shall Galloway be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
5. The provisions of this Section H shall survive expiration or termination of this Agreement and shall apply to all services provided to Client by Galloway, whether within or not within the Scope of Services of this Agreement, except as the parties may otherwise provide in a signed writing making specific reference to this section H.

**I. Unauthorized Changes:** In the event that Client, Client's contractors or subcontractors, or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by Galloway without obtaining Galloway's prior written consent, Client shall assume full responsibility for the results of such changes. Therefore Client agrees to waive any claim against Galloway and to release Galloway from any liability arising directly or indirectly from such changes.

Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless Galloway from any damages liabilities or costs, including reasonable attorney's fees and costs of defense, arising from such changes. In addition, Client agrees to include in any contracts for construction appropriate language that prohibits the contractor or any subcontractors of any tier from making any changes or modifications to Galloway's construction documents without the prior written approval of Galloway and that further requires the Contractor to indemnify both Galloway and Client from any liability or cost arising from such changes made without such proper authorization.

**J. Changes to Scope of Services, Suspension:**

1. Additional Service Authorizations must be executed prior to commencing any and all additional services. Additional service requests from Client must include a comment period, commencement date, expected completion date, and any special conditions. If changes or additions cause an increase or decrease in the services provided under this Agreement, Galloway and Client shall memorialize such changes or additions to the services provided by completing a Service Authorization form.
2. Client may, upon written notice to Galloway, suspend further performance of Galloway's services. In such case, Galloway will promptly suspend its performance upon receiving said notice. During such period of suspension, Galloway shall care for and protect its services in progress for a period not to exceed 90 days, consecutively or in the aggregate. Client shall pay for any additional costs and fees incurred by Galloway as a result of the suspension of services. If Client chooses to withdraw a suspension as to all or part of suspended services, it must do so with written notice to Galloway, specifying the effective date of such withdrawal. If Galloway elects to proceed, Galloway may resume performance of the services for which the suspension was withdrawn within a reasonable amount of time of such notice of withdrawal.
3. Appropriate adjustments shall be made to Galloway's compensation and to any scheduling or deliverable dates justified by the suspension or withdrawal of suspension, and this Agreement shall be modified in writing accordingly.

**K. Client Responsibilities:**

1. Client shall cooperate with Galloway, in good faith, as necessary to allow Galloway to perform the services defined in this Agreement.
2. Client shall provide Galloway with information and criteria of Client's requirements for the Project.
3. Client shall provide access to the project site as necessary for Galloway's performance of the Scope of Services.
4. Client shall examine and respond promptly to Galloway's submissions to Client.
5. Client shall consult with Galloway on a regular basis concerning the timeliness, cost and adequacy of services as the services progress, and promptly furnish to Galloway written notice of any noncompliance with the terms of this Agreement.

**L. Termination:** This Agreement may be terminated by either party upon seven (7) days written notice. In the event of termination, all fees due Galloway will be paid for services performed to the termination notice date plus reasonable termination expenses. Galloway reserves the right to retain project related documents (electronic files and hard copies) upon contract termination until all payments for services performed to date of termination are received by Galloway.

**M. Governing Law:** All questions as to the interpretation or enforceability of this Agreement shall be interpreted in accordance with the laws of the State of Colorado. In the event of any litigation involving this Agreement or the performance by the parties thereto, such actions shall be brought in a court of competent jurisdiction in the State of Colorado.

All legal causes of action between the parties of this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. In no event shall any statute of repose or limitation begin to run any later than the date Galloway's services are completed or terminated.

**N. Miscellaneous:**

1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Scope of Services, and supersedes all prior negotiations, representations or agreements relating thereto, written or oral. Unless otherwise provided for herein, no amendments, changes, alterations or modifications of this Agreement shall be effective unless in writing and executed by Galloway and Client.
2. Severability and Waiver. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible, the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other

party any term or provision of this Agreement shall be deemed not to be a waiver of such party's right to enforce against the other party the same or any other such term or provision.

3. **Assignment.** Client shall not assign this Agreement or any part hereof without the prior written consent of Galloway, nor shall Client assign any moneys due or to become due to it hereunder without the written consent of Galloway. Any such assignment or subcontract shall be null and void.
4. **Force Majeure.** Except for the payment of money for services already completed, each party shall not be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by or results from causes beyond its control, including without limitation, strikes, lockouts, or other industrial disturbances, civil disturbances, fires, acts of God, acts of a public enemy, compliance with any regulations, orders or requirements of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.
5. **Notices.** All notices required or permitted hereunder shall be in writing and shall be served on the Parties at the following address:

**GDA Real Estate Services**

**For Technical Issues:**

Attention: \_\_\_\_\_  
Email: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**Galloway & Company, Inc.**

**For Technical Issues:**

Attention: Kristoffer Kenton, AIA NCARB  
Email: KristofferKenton@GallowayUs.com  
Address: 6162 S. Willow Drive, Suite 320  
Greenwood Village, CO 80111

**For Contractual Issues:**

Attention: \_\_\_\_\_  
Email: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**For Contractual Issues:**

Attention: Kristoffer Kenton, AIA NCARB  
Email: KristofferKenton@GallowayUs.com  
Address: 6162 S. Willow Drive, Suite 320  
Greenwood Village, CO 80111

Any such notices shall be either: (i) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three business days after deposit, postage prepaid in the U.S. Mail; (ii) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered one business day after deposit with such courier; (iii) sent by personal delivery or (iv) sent by email with read/receipt required and shall be deemed delivered upon receipt to the sending party of the acknowledged read/receipt. The above addresses may be changed by written notice to the other Party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

6. **Mediation.** If any dispute arises out of or relates to this Agreement, or the breach thereof, and the dispute cannot be settled through direct discussions by the representatives of the Parties, the Parties agree then to submit the matter to mediation under the Construction Industry Mediation Rules of the American Arbitration Association before having recourse to a judicial forum. No written or oral representation made during the course of any settlement negotiations or mediation shall be deemed a party admission. Costs of mediation shall be shared equally by both parties.
7. **No Third Party Beneficiaries.** The enforcement of the terms and conditions of the Agreement and all rights of action relating to such enforcement shall be strictly reserved to Galloway and Client. There are no intended third party beneficiaries.
8. **Counterparts.** This Agreement may be signed in counterparts and by electronic signature which when taken together shall constitute one document.

## EXHIBIT D SCHEDULE OF INSURANCE

Galloway shall maintain during the term of this Agreement insurance of the kinds and with the limits indicated below:

**Workers Compensation Insurance** as required by statute, including Employers Liability, with limits of \$1,000,000 each accident; \$1,000,000 disease – policy limit; \$1,000,000 disease – each employee.

**Commercial General Liability Insurance** with limits of \$1,000,000 each occurrence; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate.

**Business Automobile Liability Insurance** with limits of \$1,000,000 each accident, combined single limit (owned, hired & non-owned).

**Umbrella/Excess Liability Insurance** with limits of \$5,000,000 each occurrence and aggregate.

**Professional Liability Practice Policy** with limits of \$5,000,000 per claim and \$5,000,000 annual aggregate.

Certificates of insurance evidencing these coverages shall be submitted to Client upon request. The coverages are subject to the terms, exclusions and conditions of the policies with the insurer's liability equivalent to Galloway's under this Agreement, irrespective of the policy limits. Galloway will provide the Client a 30-day advance written notice of cancellation if requested. Failure to submit the certificates or endorsements or failure of Client to insist upon submission shall not relieve Galloway of its duty to maintain the required insurance.

Unless otherwise provided, Client shall maintain insurance upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of Client, the owner, Galloway, any other beneficially interested person or entity, and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for loss or damage. If Galloway is damaged by failure of Client to maintain such insurance and to so notify Galloway, then Client shall bear all costs properly attributable thereto. Client shall require that all contractors of any tier on this project obtain and maintain insurance, with appropriate limits, to cover the perils of their undertakings and the allocation of risk on the Project.





April 18, 2018

Mr. Gary Dragul  
GDA Real Estate Services  
5690 DTC Boulevard, Suite 515  
Greenwood Village, CO 80111

**RE: Scope of Services and Fee Additional Services Ash and Warren Townhome – Site/Unit Revisions**

Dear Gary:

Submitted herewith is our revisions to the Civil, Landscape, Photometric and Architecture phases of the project due to the revision of the overall project to change the unit sizes and the overall site density (24 units to 27 units) after the initial submittal of the SDP to the City of Denver.

**PROJECT DESCRIPTION**

Galloway will revise the submittal documents based upon the new site plan and unit sizes in association with the original scope of work per the original agreement.

**PROFESSIONAL SERVICES TO BE PROVIDED BY GALLOWAY**

Survey – Revise the Survey Plat from 24 units to 27 Units

Landscape Architecture – Revise landscape design per new 27 Unit layout

Photometric and Site Lighting Design – Revise Photometric design per new 27 Unit layout

Civil Engineering – Revise Civil design per new 27 Unit layout

Architecture – Revise Unit sizes and Building Configuration based up on new direction of smaller units, adjust buildings from 5 unit buildings to 6 unit building and from 4 unit buildings to 5 unit buildings.

**LIMITATIONS OF PROFESSIONAL SERVICES**

All other work is excluded.

**FEE PROPOSAL**

Based upon the above described scope of services, we propose modifying the following fees as noted for our work. These fees do not include reimbursable expenses, which are defined below, if applicable, or identified in the original contract.

Mr. Gary Dragul  
Ash and Warren Townhomes  
April 18, 2018  
Page 2 of 2

Description	Fees
Survey – Plat Revisions	\$1,400
Landscape Architecture Revisions	\$1,800
Photometric Revisions	\$1,400
Civil Engineering Revisions	\$6,400
Architecture Revision	\$3,200
<b>Total</b>	<b>\$14,200</b>

The addition of these services is an amendment to the Agreement: Ash and Warren Townhomes- Boulder; Professional Services Agreement - Executed October 24, 2017, and we offer to complete these services in accordance with the terms and conditions of the Agreement. Please provide acknowledgment of these additional services by signing below and returning one copy to our office.

If you have any comments or require additional information, please feel free to contact me at (303) 770-8884.

Sincerely,  
**GALLOWAY & COMPANY, INC.**



Kristoffer Kenton, AIA NCARB LEED AP  
Principal – Director of Architecture  
KristofferKenton@GallowayUS.com

**ACKNOWLEDGMENT:**

Agreed and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

By: \_\_\_\_\_

2175 SOUTH BELLAIRE 16, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: GDA HOUSING MANAGEMENT, INC., A COLORADO CORPORATION, ITS MANAGER

BY:   
GARY J. DRAGUL, PRESIDENT



June 12, 2018

Gary Dragul  
GDA Real Estate Services  
5690 DTC Boulevard, Suite 515  
Greenwood Village, Colorado 80111

**RE: Additional Services on Ash & Warren Townhomes – Electrical One Line Diagram**

Dear Gary:

Submitted herewith is our scope of services and fee estimate to perform the following additional services for the above referenced project.

**PROJECT DESCRIPTION**

Galloway will provide the required electrical one-line diagram of the overall project and units as required by the City of Denver for Permit.

Galloway will provide the revisions and additional coordination with the City of Denver on the multiple Civil plan sets to allow for the saving of the trees as requested by the Client.

Galloway will provide the required Tree Mitigation drawings and coordination with the City of Denver to allow for the saving of the trees as requested by the Client.

**ADDITIONAL SERVICES TO BE PROVIDED BY GALLOWAY**

- Electrical Engineering and Design of One-Line Diagram - (GDA000008.30 - BLDG)
- Revisions to Denver Civil Plan Sets - (GDA000008.20 - LAND)
- Tree Mitigation Plan Sets - (GDA000008.20 - LAND)

**LIMITATIONS OF PROFESSIONAL SERVICES**

All other work is excluded not defined above is excluded.

**FEE PROPOSAL**

Based upon the above described scope of services, we propose the following fees for our work. These fees do not include reimbursable expenses, which are defined below, if applicable, or identified in the original contract.

Description	Fee
Electrical One Line Diagram	\$2,400
Civil Revisions	\$3,200
Landscape Tree Mitigation	\$2,000
<b>TOTAL FEE</b>	<b>\$7,600</b>

Mr. Gary Dragul  
Ash and Warren Townhomes – ASA Electrical Service  
July 10, 2018  
Page 2 of 2

The addition of these services is an amendment to the Agreement: Ash and Warren Townhomes Professional Services Proposal - Dated October 23, 2017, and we offer to complete these services in accordance with the terms and conditions of the Agreement. Please provide acknowledgment of these additional services by signing below and returning one copy to our office.

If you have any comments or require additional information, please feel free to contact me at (303) 770-8884.

Sincerely,  
**GALLOWAY & COMPANY, INC.**




Kristoffer Kenton, AIA NCARB LEED AP  
Principal – Director of Architecture  
KristofferKenton@GallowayUS.com

**ACKNOWLEDGMENT:**

Agreed and accepted this 12<sup>th</sup> day of July, 2018.

2166 South Ash 17, LLC,  
2176 South Ash 16, LLC,  
2186 South Ash 16, LLC,  
2196 South Ash 16, LLC,  
2175 South Bellaire 16, LLC, and  
2195 South Bellaire 16, LLC

By: X12 Housing Management, Inc., Their Manager

By: 

GARY J. DRAGUL, PRESIDENT

**Statement**

**Galloway & Company, Inc.**  
**6162 S. Willow Drive, Suite 320**  
**Greenwood Village, CO 80111**  
**303.770.8884 (O) 303.770.3636 (F)**  
**www.gallowayus.com**

September 6, 2018  
Project No: GDA000008.01

Kristen Wieder  
GDA Real Estate Services LLC  
5690 DTC Blvd  
Greenwood Village, CO 80111

Project: GDA000008.01 GDA -CO, Denver-Ash & Bellaire Townhomes

**Outstanding Invoices**

<b>Number</b>	<b>Date</b>	<b>Invoiced</b>	<b>Balance Due</b>
0079405	6/30/2018	1,400.00	1,400.00

# Statement

Galloway & Company, Inc.  
6162 S. Willow Drive, Suite 320  
Greenwood Village, CO 80111  
303.770.8884 (O) 303.770.3636 (F)  
www.gallowayus.com

September 6, 2018  
Project No: GDA000008.20

Kristen Wieder  
GDA Real Estate Services LLC  
5690 DTC Blvd  
Greenwood Village, CO 80111

Project: GDA000008.20 GDA -CO, Denver-Ash & Warren Town(LAND)

## Outstanding Invoices

Number	Date	Invoiced	Balance Due
0077783	2/28/2018	8,475.30	8,475.30
0078647	4/30/2018	15,379.62	15,379.62
0078981	5/31/2018	14,352.86	14,352.86
0079976	7/31/2018	7,788.42	7,788.42
079406R	6/30/2018	19,860.36	19,860.36
<b>Statement Totals</b>		<b>65,856.56</b>	<b>65,856.56</b>

# Statement

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September 6, 2018  
Project No: GDA000008.30

Kristen Wieder  
GDA Real Estate Services LLC  
5690 DTC Blvd  
Greenwood Village, CO 80111

Project: GDA000008.30 GDA -CO, Denver-Ash & Warren Town (BLDG)

## Outstanding Invoices

Number	Date	Invoiced	Balance Due
0077316	1/31/2018	22,950.20	7,117.32
0077926	2/28/2018	8,175.20	8,175.20
0078648	4/30/2018	10,505.88	10,505.88
0078980	5/31/2018	13,902.50	13,902.50
0079407	6/30/2018	2,108.58	2,108.58
0079734	7/31/2018	32,922.90	32,922.90
<b>Statement Totals</b>		<b>90,565.26</b>	<b>74,732.38</b>

# Galloway

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Kristen Wieder  
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 5690 DTC Blvd  
 Greenwood Village, CO 80111

January 31, 2018  
 Project No: GDA000008.30  
 Invoice No: 77316

Project GDA000008.30 GDA -CO, Denver-Ash & Warren Townhomes (BLDG)

**Professional Services through January 31, 2018**

Phase 00001 Fee Services  
**Fee**

Billing Phase	Fee	Percent Complete	Completed To Date	Previous Fee Billing	Current Fee Billing
Pre-Development	25,200.00	100.00	25,200.00	22,680.00	2,520.00
Planning	17,500.00	50.00	8,750.00	3,500.00	5,250.00
Building Documents	75,900.00	20.00	15,180.00	0.00	15,180.00
Permitting	4,400.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>	<b>123,000.00</b>		<b>49,130.00</b>	<b>26,180.00</b>	<b>22,950.00</b>
<b>Total Fee</b>					<b>22,950.00</b>
<b>Total this Phase</b>					<b>\$22,950.00</b>

Phase 99999 Reimbursables

**Unit Billing**

Reprographics 1/31/2018	In-House Reprographics			.20	
<b>Total Units</b>				<b>.20</b>	<b>.20</b>
<b>Total this Phase</b>					<b>\$.20</b>
<b>Total this Invoice</b>					<b>\$22,950.20</b>

**Billings to Date**

	Current	Prior	Total
Fee	22,950.00	26,180.00	49,130.00
Unit	.20	17.62	17.82
<b>Totals</b>	<b>22,950.20</b>	<b>26,197.62</b>	<b>49,147.82</b>

**Outstanding Invoices**

Number	Date	Balance
76321	11/30/2017	10,087.50



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Project	GDA000008.30	GDA -CO, Denver-Ash & Warren Town (BLDG)	Invoice	77316
	76821	12/31/2017		13,590.12
	<b>Total</b>			<b>23,677.62</b>

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Project Manager     David Beckner



# Galloway

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 Greenwood Village, CO 80111

February 28, 2018  
 Project No: GDA000008.20  
 Invoice No: 77783

Project GDA000008.20 GDA -CO, Denver-Ash & Warren Townhomes (LAND)

**Professional Services through February 28, 2018**

Phase 00001 Fee Services  
**Fee**

Billing Phase	Fee	Percent Complete	Completed To Date	Previous Fee Billing	Current Fee Billing
Planning	20,920.00	70.00	14,644.00	14,644.00	0.00
Civil Documents	70,450.00	32.00	22,544.00	14,090.00	8,454.00
Permitting	1,200.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>	<b>92,570.00</b>		<b>37,188.00</b>	<b>28,734.00</b>	<b>8,454.00</b>
<b>Total Fee</b>					<b>8,454.00</b>
<b>Total this Phase</b>					<b>\$8,454.00</b>

Phase 99999 Reimbursables  
**Unit Billing**

Reprographics 2/28/2018	In-House Reprographics	21.30	
<b>Total Units</b>		<b>21.30</b>	<b>21.30</b>
<b>Total this Phase</b>			<b>\$21.30</b>
<b>Total this Invoice</b>			<b>\$8,475.30</b>

**Billings to Date**

	Current	Prior	Total
Fee	8,454.00	28,734.00	37,188.00
Labor	0.00	175.00	175.00
Unit	21.30	73.76	95.06
<b>Totals</b>	<b>8,475.30</b>	<b>28,982.76</b>	<b>37,458.06</b>

**Outstanding Invoices**

Number	Date	Balance
76822	12/31/2017	9,355.26



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Project	GDA000008.20	GDA -CO, Denver-Ash & Warren Town(LAND)	Invoice	77783
	77314	1/31/2018		16,489.50
	<b>Total</b>			<b>25,844.76</b>

---

Project Manager     Joseph Park



# Galloway

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Kristen Wieder  
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February 28, 2018  
 Project No: GDA000008.30  
 Invoice No: 77926

Project GDA000008.30 GDA -CO, Denver-Ash & Warren Townhomes (BLDG)

**Professional Services through February 28, 2018**

Phase 00001 Fee Services  
**Fee**

Billing Phase	Fee	Percent Complete	Completed To Date	Previous Fee Billing	Current Fee Billing
Pre-Development	25,200.00	100.00	25,200.00	25,200.00	0.00
Planning	17,500.00	75.00	13,125.00	8,750.00	4,375.00
Building Documents	75,900.00	25.00	18,975.00	15,180.00	3,795.00
Permitting	4,400.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>	<b>123,000.00</b>		<b>57,300.00</b>	<b>49,130.00</b>	<b>8,170.00</b>
<b>Total Fee</b>					<b>8,170.00</b>
<b>Total this Phase</b>					<b>\$8,170.00</b>

Phase 99999 Reimbursables

**Unit Billing**

Reprographics 2/28/2018	In-House Reprographics	5.20	
<b>Total Units</b>		<b>5.20</b>	<b>5.20</b>
<b>Total this Phase</b>			<b>\$5.20</b>
<b>Total this Invoice</b>			<b>\$8,175.20</b>

**Billings to Date**

	Current	Prior	Total
Fee	8,170.00	49,130.00	57,300.00
Unit	5.20	17.82	23.02
<b>Totals</b>	<b>8,175.20</b>	<b>49,147.82</b>	<b>57,323.02</b>

**Outstanding Invoices**

Number	Date	Balance
76321	11/30/2017	7,087.50



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Project	GDA000008.30	GDA -CO, Denver-Ash & Warren Town (BLDG)	Invoice	77926
	76821	12/31/2017		13,590.12
	77316	1/31/2018		22,950.20
	<b>Total</b>			<b>43,627.82</b>

---

Project Manager     David Beckner





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April 30, 2018  
 Project No: GDA000008.20  
 Invoice No: 78647

Project GDA000008.20 GDA -CO, Denver-Ash & Warren Townhomes (LAND)

**Professional Services through April 30, 2018**

Phase 00001 Fee Services  
**Fee**

Billing Phase	Fee	Percent Complete	Completed To Date	Previous Fee Billing	Current Fee Billing
Planning	20,920.00	90.00	18,828.00	16,736.00	2,092.00
Planning Additional Services	9,600.00	100.00	9,600.00	0.00	9,600.00
Civil Documents	70,450.00	45.00	31,702.50	28,180.00	3,522.50
Permitting	1,200.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>	<b>102,170.00</b>		<b>60,130.50</b>	<b>44,916.00</b>	<b>15,214.50</b>
<b>Total Fee</b>					<b>15,214.50</b>
<b>Total this Phase</b>					<b>\$15,214.50</b>

Phase 99999 Reimbursables  
**Unit Billing**

Reprographics 4/30/2018	In-House Reprographics	165.12	
	<b>Total Units</b>	<b>165.12</b>	<b>165.12</b>
<b>Total this Phase</b>			<b>\$165.12</b>
<b>Total this Invoice</b>			<b><u><u>\$15,379.62</u></u></b>

**Billings to Date**

	Current	Prior	Total
Fee	15,214.50	44,916.00	60,130.50
Labor	0.00	175.00	175.00
Unit	165.12	140.08	305.20
<b>Totals</b>	<b>15,379.62</b>	<b>45,231.08</b>	<b>60,610.70</b>



**Outstanding Invoices**

<b>Number</b>	<b>Date</b>	<b>Balance</b>
77783	2/28/2018	8,475.30
78178	3/31/2018	7,773.02
<b>Total</b>		<b>16,248.32</b>

Project Manager     Joseph Park





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April 30, 2018  
 Project No: GDA000008.30  
 Invoice No: 78648

Project GDA000008.30 GDA -CO, Denver-Ash & Warren Townhomes (BLDG)

**Professional Services through April 30, 2018**

Phase 00001 Fee Services  
**Fee**

Billing Phase	Fee	Percent Complete	Completed To Date	Previous Fee Billing	Current Fee Billing
Pre-Development	25,200.00	100.00	25,200.00	25,200.00	0.00
Planning	17,500.00	90.00	15,750.00	13,125.00	2,625.00
Planning Additional Service	3,200.00	0.00	0.00	0.00	0.00
Building Documents	75,900.00	35.00	26,565.00	18,975.00	7,590.00
Permitting	4,400.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>	<b>126,200.00</b>		<b>67,515.00</b>	<b>57,300.00</b>	<b>10,215.00</b>
<b>Total Fee</b>					<b>10,215.00</b>
<b>Total this Phase</b>					<b>\$10,215.00</b>

Phase 00900 Client Meetings  
**Professional Personnel**

	Hours	Rate	Amount
Principal	1.75	160.00	280.00
Totals	1.75		280.00
<b>Total Labor</b>			<b>280.00</b>
<b>Total this Phase</b>			<b>\$280.00</b>

Phase 99999 Reimbursables  
**Unit Billing**

Reprographics			
3/31/2018	In-House Reprographics		2.88
4/30/2018	In-House Reprographics		8.00
	<b>Total Units</b>		<b>10.88</b>
			<b>10.88</b>





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Project	GDA000008.30	GDA -CO, Denver-Ash & Warren Town (BLDG)	Invoice	78648
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<b>Total this Phase</b>	<b>\$10.88</b>
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<b>Total this Invoice</b>	<b><u><u>\$10,505.88</u></u></b>
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**Billings to Date**

	<b>Current</b>	<b>Prior</b>	<b>Total</b>
Fee	10,215.00	57,300.00	67,515.00
Labor	280.00	0.00	280.00
Unit	10.88	23.02	33.90
<b>Totals</b>	<b>10,505.88</b>	<b>57,323.02</b>	<b>67,828.90</b>

**Outstanding Invoices**

<b>Number</b>	<b>Date</b>	<b>Balance</b>
77316	1/31/2018	7,117.32
77926	2/28/2018	8,175.20
<b>Total</b>		<b>15,292.52</b>

Project Manager     David Beckner



# Galloway

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Kristen Wieder  
 GDA Real Estate Services LLC  
 5690 DTC Blvd  
 Greenwood Village, CO 80111

May 31, 2018  
 Project No: GDA000008.30  
 Invoice No: 78980

Project GDA000008.30 GDA -CO, Denver-Ash & Warren Townhomes (BLDG)

**Professional Services through May 31, 2018**

Phase 00001 Fee Services  
**Fee**

Billing Phase	Fee	Percent Complete	Completed To Date	Previous Fee Billing	Current Fee Billing
Pre-Development	25,200.00	100.00	25,200.00	25,200.00	0.00
Planning	17,500.00	95.00	16,625.00	15,750.00	875.00
Planning Additional Service	3,200.00	50.00	1,600.00	0.00	1,600.00
Building Documents	75,900.00	50.00	37,950.00	26,565.00	11,385.00
Permitting	4,400.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>	<b>126,200.00</b>		<b>81,375.00</b>	<b>67,515.00</b>	<b>13,860.00</b>
<b>Total Fee</b>					<b>13,860.00</b>
<b>Total this Phase</b>					<b>\$13,860.00</b>

Phase 99999 Reimbursables

**Unit Billing**

Reprographics 5/31/2018	In-House Reprographics	42.50	
	<b>Total Units</b>	<b>42.50</b>	<b>42.50</b>
<b>Total this Phase</b>			<b>\$42.50</b>
<b>Total this Invoice</b>			<b><u>\$13,902.50</u></b>

**Billings to Date**

	Current	Prior	Total
Fee	13,860.00	67,515.00	81,375.00
Labor	0.00	280.00	280.00
Unit	42.50	33.90	76.40
<b>Totals</b>	<b>13,902.50</b>	<b>67,828.90</b>	<b>81,731.40</b>



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**Outstanding Invoices**

<b>Number</b>	<b>Date</b>	<b>Balance</b>
77316	1/31/2018	7,117.32
77926	2/28/2018	8,175.20
78648	4/30/2018	10,505.88
<b>Total</b>		<b>25,798.40</b>

Project Manager     David Beckner



# Galloway

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Kristen Wieder  
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May 31, 2018  
 Project No: GDA000008.20  
 Invoice No: 78981

Project GDA000008.20 GDA -CO, Denver-Ash & Warren Townhomes (LAND)

**Professional Services through May 31, 2018**

Phase 00001 Fee Services  
**Fee**

Billing Phase	Fee	Percent Complete	Completed To Date	Previous Fee Billing	Current Fee Billing
Planning	20,920.00	90.00	18,828.00	18,828.00	0.00
Planning Additional Services	9,600.00	100.00	9,600.00	9,600.00	0.00
Civil Documents	70,450.00	65.00	45,792.50	31,702.50	14,090.00
Permitting	1,200.00	15.00	180.00	0.00	180.00
<b>Total Fee</b>	<b>102,170.00</b>		<b>74,400.50</b>	<b>60,130.50</b>	<b>14,270.00</b>
<b>Total Fee</b>					<b>14,270.00</b>
<b>Total this Phase</b>					<b>\$14,270.00</b>

Phase 99999 Reimbursables  
**Unit Billing**

Reprographics 5/31/2018	In-House Reprographics	82.86	
	<b>Total Units</b>	<b>82.86</b>	<b>82.86</b>
<b>Total this Phase</b>			<b>\$82.86</b>
<b>Total this Invoice</b>			<b><u>\$14,352.86</u></b>

**Billings to Date**

	Current	Prior	Total
Fee	14,270.00	60,130.50	74,400.50
Labor	0.00	175.00	175.00
Unit	82.86	305.20	388.06
<b>Totals</b>	<b>14,352.86</b>	<b>60,610.70</b>	<b>74,963.56</b>



**Outstanding Invoices**

<b>Number</b>	<b>Date</b>	<b>Balance</b>
77783	2/28/2018	8,475.30
78178	3/31/2018	7,773.02
78647	4/30/2018	15,379.62
<b>Total</b>		<b>31,627.94</b>

Project Manager     Joseph Park





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Kristen Wieder  
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June 30, 2018  
 Project No: GDA000008.01  
 Invoice No: 79405

Project GDA000008.01 GDA -CO, Denver-Ash & Bellaire Townhomes(Survey)

**Professional Services through June 30, 2018**

Billing Phase	Fee	Percent Complete	Completed To Date	Previous Fee Billing	Current Fee Billing
Survey	15,250.00	100.00	15,250.00	15,250.00	0.00
Planning Additional Services	1,400.00	100.00	1,400.00	0.00	1,400.00
Total Fee	16,650.00		16,650.00	15,250.00	1,400.00
		<b>Total Fee</b>			<b>1,400.00</b>
			<b>Total this Invoice</b>		<b><u>\$1,400.00</u></b>

**Billings to Date**

	Current	Prior	Total
Fee	1,400.00	15,250.00	16,650.00
Consultant	0.00	280.50	280.50
Unit	0.00	2.56	2.56
<b>Totals</b>	<b>1,400.00</b>	<b>15,533.06</b>	<b>16,933.06</b>

Project Manager Brian Dennis





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Kristen Wieder  
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 5690 DTC Blvd  
 Greenwood Village, CO 80111

June 30, 2018  
 Project No: GDA000008.20  
 Invoice No: 79406R

Project GDA000008.20 GDA -CO, Denver-Ash & Warren Townhomes (LAND)

**Professional Services through June 30, 2018**

Phase 00001 Fee Services  
**Fee**

Billing Phase	Fee	Percent Complete	Completed To Date	Previous Fee Billing	Current Fee Billing
Planning	20,920.00	95.00	19,874.00	18,828.00	1,046.00
Planning Additional Services	9,600.00	100.00	9,600.00	9,600.00	0.00
Tree Mitigation	5,200.00	75.00	3,900.00	0.00	3,900.00
Civil Documents	70,450.00	85.00	59,882.50	45,792.50	14,090.00
Permitting	1,200.00	15.00	180.00	180.00	0.00
<b>Total Fee</b>	<b>107,370.00</b>		<b>93,436.50</b>	<b>74,400.50</b>	<b>19,036.00</b>
<b>Total Fee</b>					<b>19,036.00</b>
<b>Total this Phase</b>					<b>\$19,036.00</b>

Phase 00900 Client Meetings  
**Professional Personnel**

	Hours	Rate	Amount
Site Development Project Manager	1.25	150.00	187.50
Civil Eng Project Manager	2.00	150.00	300.00
Planning & LA Team Manager	1.50	160.00	240.00
Totals	4.75		727.50
<b>Total Labor</b>			<b>727.50</b>
<b>Total this Phase</b>			<b>\$727.50</b>

Phase 99999 Reimbursables  
**Unit Billing**

Reprographics 6/30/2018	In-House Reprographics	96.86	
<b>Total Units</b>		<b>96.86</b>	<b>96.86</b>



GallowayUS.com

Project	GDA000008.20	GDA -CO, Denver-Ash & Warren Town(LAND)	Invoice	79406R
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**Total this Phase                    \$96.86**

**Total this Invoice                    \$19,860.36**

**Billings to Date**

	<b>Current</b>	<b>Prior</b>	<b>Total</b>
Fee	19,036.00	74,400.50	93,436.50
Labor	727.50	175.00	902.50
Unit	96.86	388.06	484.92
<b>Totals</b>	<b>19,860.36</b>	<b>74,963.56</b>	<b>94,823.92</b>

**Outstanding Invoices**

<b>Number</b>	<b>Date</b>	<b>Balance</b>
77783	2/28/2018	8,475.30
78647	4/30/2018	15,379.62
78981	5/31/2018	14,352.86
<b>Total</b>		<b>38,207.78</b>

Project Manager      Joseph Park







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June 30, 2018  
 Project No: GDA000008.30  
 Invoice No: 79407

Project GDA000008.30 GDA -CO, Denver-Ash & Warren Townhomes (BLDG)

**Professional Services through June 30, 2018**

Phase 00001 Fee Services  
**Fee**

Billing Phase	Fee	Percent Complete	Completed To Date	Previous Fee Billing	Current Fee Billing
Pre-Development	25,200.00	100.00	25,200.00	25,200.00	0.00
Planning	17,500.00	100.00	17,500.00	16,625.00	875.00
Planning Additional Service	3,200.00	80.00	2,560.00	1,600.00	960.00
Building Documents	75,900.00	50.00	37,950.00	37,950.00	0.00
Permitting	4,400.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>	<b>126,200.00</b>		<b>83,210.00</b>	<b>81,375.00</b>	<b>1,835.00</b>
<b>Total Fee</b>					<b>1,835.00</b>
<b>Total this Phase</b>					<b>\$1,835.00</b>

Phase 00900 Client Meetings  
**Professional Personnel**

	Hours	Rate	Amount
Principal	1.50	160.00	240.00
Totals	1.50		240.00
<b>Total Labor</b>			<b>240.00</b>
<b>Total this Phase</b>			<b>\$240.00</b>

Phase 99999 Reimbursables  
**Unit Billing**

Reprographics 6/30/2018	In-House Reprographics	33.58
<b>Total Units</b>		<b>33.58</b>
<b>Total this Phase</b>		<b>\$33.58</b>



GallowayUS.com

**Total this Invoice** \$2,108.58

**Billings to Date**

	<b>Current</b>	<b>Prior</b>	<b>Total</b>
Fee	1,835.00	81,375.00	83,210.00
Labor	240.00	280.00	520.00
Unit	33.58	76.40	109.98
<b>Totals</b>	<b>2,108.58</b>	<b>81,731.40</b>	<b>83,839.98</b>

**Outstanding Invoices**

<b>Number</b>	<b>Date</b>	<b>Balance</b>
77316	1/31/2018	7,117.32
77926	2/28/2018	8,175.20
78648	4/30/2018	10,505.88
78980	5/31/2018	13,902.50
<b>Total</b>		<b>39,700.90</b>

Project Manager     David Beckner



# Galloway

Galloway & Company, Inc.  
 6162 S Willow Drive, Suite 320  
 Greenwood Village, CO 80111  
 303.770.8884  
 Accounting@GallowayUS.com

Kristen Wieder  
 GDA Real Estate Services LLC  
 5690 DTC Blvd  
 Greenwood Village, CO 80111

July 31, 2018  
 Project No: GDA000008.30  
 Invoice No: 79734

Project GDA000008.30 GDA -CO, Denver-Ash & Warren Townhomes (BLDG)

**Professional Services through July 31, 2018**

Billing Phase	Fee	Percent Complete	Completed To Date	Previous Fee Billing	Current Fee Billing
Phase 00001 Fee Services					
Pre-Development	25,200.00	100.00	25,200.00	25,200.00	0.00
Planning	17,500.00	100.00	17,500.00	17,500.00	0.00
Planning Additional Service	3,200.00	90.00	2,880.00	2,560.00	320.00
Building Documents	75,900.00	90.00	68,310.00	37,950.00	30,360.00
Permitting	4,400.00	50.00	2,200.00	0.00	2,200.00
<b>Total Fee</b>	<b>126,200.00</b>		<b>116,090.00</b>	<b>83,210.00</b>	<b>32,880.00</b>
<b>Total Fee</b>					<b>32,880.00</b>
<b>Total this Phase</b>					<b>\$32,880.00</b>

Phase	Reimbursables	Unit Billing	Total Units	Total this Phase
Phase 99999	Reimbursables			
Reprographics 7/31/2018	In-House Reprographics			
			42.90	
			<b>42.90</b>	<b>42.90</b>
<b>Total this Phase</b>				<b>\$42.90</b>
<b>Total this Invoice</b>				<b>\$32,922.90</b>

Billings to Date	Current	Prior	Total
Fee	32,880.00	83,210.00	116,090.00
Labor	0.00	520.00	520.00
Unit	42.90	109.98	152.88
<b>Totals</b>	<b>32,922.90</b>	<b>83,839.98</b>	<b>116,762.88</b>



**Outstanding Invoices**

<b>Number</b>	<b>Date</b>	<b>Balance</b>
77316	1/31/2018	7,117.32
77926	2/28/2018	8,175.20
78648	4/30/2018	10,505.88
78980	5/31/2018	13,902.50
79407	6/30/2018	2,108.58
<b>Total</b>		<b>41,809.48</b>

Project Manager     David Beckner





Galloway & Company, Inc.  
 6162 S Willow Drive, Suite 320  
 Greenwood Village, CO 80111  
 303.770.8884  
 Accounting@GallowayUS.com

Kristen Wieder  
 GDA Real Estate Services LLC  
 5690 DTC Blvd  
 Greenwood Village, CO 80111

July 31, 2018  
 Project No: GDA000008.20  
 Invoice No: 79976

Project GDA000008.20 GDA -CO, Denver-Ash & Warren Townhomes (LAND)

**Professional Services through July 31, 2018**

Phase 00001 Fee Services  
**Fee**

Billing Phase	Fee	Percent Complete	Completed To Date	Previous Fee Billing	Current Fee Billing
Planning	20,920.00	95.00	19,874.00	19,874.00	0.00
Planning Additional Services	9,600.00	100.00	9,600.00	9,600.00	0.00
Tree Mitigation	5,200.00	75.00	3,900.00	3,900.00	0.00
Civil Documents	70,450.00	95.00	66,927.50	59,882.50	7,045.00
Permitting	1,200.00	75.00	900.00	180.00	720.00
<b>Total Fee</b>	<b>107,370.00</b>		<b>101,201.50</b>	<b>93,436.50</b>	<b>7,765.00</b>
<b>Total Fee</b>					<b>7,765.00</b>
<b>Total this Phase</b>					<b>\$7,765.00</b>

Phase 99999 Reimbursables

**Unit Billing**

Reprographics 7/31/2018	In-House Reprographics	23.42	
<b>Total Units</b>		<b>23.42</b>	<b>23.42</b>
<b>Total this Phase</b>			<b>\$23.42</b>
<b>Total this Invoice</b>			<b>\$7,788.42</b>

**Billings to Date**

	Current	Prior	Total
Fee	7,765.00	93,436.50	101,201.50
Labor	0.00	902.50	902.50
Unit	23.42	484.92	508.34
<b>Totals</b>	<b>7,788.42</b>	<b>94,823.92</b>	<b>102,612.34</b>



GallowayUS.com

**Outstanding Invoices**

<b>Number</b>	<b>Date</b>	<b>Balance</b>
77783	2/28/2018	8,475.30
78647	4/30/2018	15,379.62
78981	5/31/2018	14,352.86
79406R	6/30/2018	19,860.36
<b>Total</b>		<b>58,068.14</b>

Project Manager     Joseph Park





10/02/2018 10:07 AM  
City & County of Denver  
Electronically Recorded

R \$23.00

D \$0.00

L

**STATEMENT OF MECHANICS' LIEN**

Sections 38-22-101 through 38-22-133, Colorado Revised Statutes

In accordance with Sections 38-22-101 through 38-22-133, Colorado Revised Statutes, **Galloway & Company, Inc.** ("Lien Claimant") makes the following Statement of Lien:

1. The name of the owner or reputed owner of the property to be affected by the lien is:

- 2166 South Ash 17, LLC
- 2176 South Ash 16, LLC
- 2186 South Ash 16, LLC
- 2196 South Ash 16, LLC
- 2175 South Bellaire 16, LLC
- 2195 South Bellaire 16, LLC

2. The name and mailing address of the Lien Claimant are **Galloway & Company, Inc.**, 6162 S. Willow Drive, Suite 320, Greenwood Village, CO 80111  a subcontractor,  a principal contractor.

3. The name of the person who furnished the laborers or materials or performed the labor or services, or supplied the machinery, tools or equipment for which said lien is claimed is **Galloway & Company, Inc.**

4. The name of the principal contractor is **GDA Real Estate Services, LLC.**

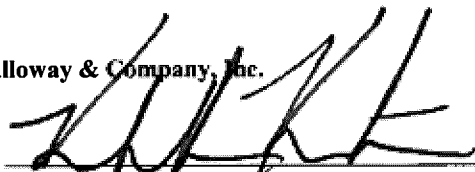
5. The property to be affected by such lien is described as follows:

- Lots 17 and 18, Block 3, Warrens University Heights (2166 S. Ash Street)
- Lots 19 and 20, Block 3, Warrens University Heights (2176 S. Ash Street)
- Lots 21 and 22, Block 3, Warrens University Heights (2186 S. Ash Street)
- Lots 23 and 24, Block 3, Warrens University Heights (2196 S. Ash Street)
- Lots 28-30 inclusive, Block 3, Warrens University Heights (2175 S. Bellaire Street)
- Lots 25-27 inclusive, Block 3, Warrens University Heights (2195 S. Bellaire Street)

City and County of Denver, State of Colorado.

6. The Mechanics' Lien is held for and on account of labor and services performed, including services of professional architects and engineers, rendered to the owner of the property.

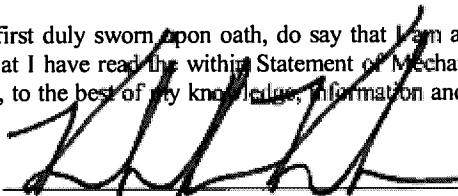
7. The amount of indebtedness due or owing the Lien Claimant for which said lien is claimed, for laborers or material furnished, labor and services performed, machinery, tools and equipment supplied is **\$141,988.94**, together with interest thereon at the legal or agreed rate.

Galloway & Company, Inc.  
 By   
 Kristoffer Kenton, AIA,  
 Principal, Director of Architecture

STATE OF COLORADO

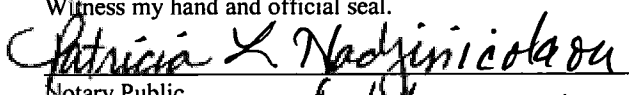
County of Arapahoe

I, Kristoffer Kenton, AIA, being of lawful age and being first duly sworn upon oath, do say that I am a Principal and Director of Architecture of the Lien Claimant herein named; that I have read the within Statement of Mechanics' Lien and know the contents thereof; and that the same is true and correct, to the best of my knowledge, information and belief, and is made on behalf of the Lien Claimant.

  
 Kristoffer Kenton, AIA

Subscribed and sworn to before me in the County of Arapahoe, State of Colorado, this 20 day of September, 2018.

**PATRICIA L HADJINICOLAOU**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
 NOTARY ID 19984015021  
 MY COMMISSION EXPIRES OCTOBER 4, 2020

Witness my hand and official seal.  
  
 Notary Public  
 My commission expires: October 4, 2020

**NOTICE OF INTENT TO FILE A LIEN STATEMENT**

TO THE OWNER AND TO THE PRINCIPAL CONTRACTOR:

Take Notice that the Lien Claimant set forth on the Statement of Lien contained on the reverse of this Notice claims a Mechanics' Lien for laborers or material or equipment supplied to, or labor performed on, the project situate upon the real property described on said Statement of Mechanics' Lien, for the amount stated. If payment is not made within ten (10) days, the Lien Claimant intends to record said Statement of Mechanics' Lien in the County wherein the real property is located. This notice is given pursuant to Section 38-22-109(3), C.R.S



Debra Piazza, Attorney for Galloway & Company, Inc.

Debra Piazza  
Montgomery Little & Soran, PC  
5445 DTC Parkway, Suite 800  
Greenwood Village, CO 80111  
Attorney's Name and Address

Galloway & Company, Inc.  
Attn: Kristoffer Kenton, AIA  
6162 S. Willow Drive, Suite 320  
Greenwood Village, CO 80111  
Name and Address of Claimant

**AFFIDAVIT OF SERVICE OR MAILING – OWNER**

STATE OF COLORADO

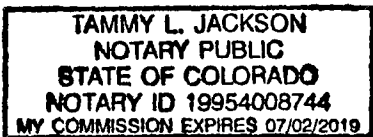
County of Arapahoe

The undersigned, being of lawful age and being first duly sworn upon oath, deposes and says that this Notice of Intent to File a Lien Statement was mailed by certified mail, return receipt requested, to the last known address of the owner or reputed owner or his or her agent, on the 20 day of September, 2018 as follows:

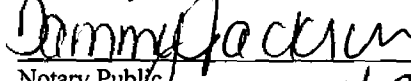
- 2166 South Ash 17, LLC, 5690 S. DTC Blvd., Suite 515, Greenwood Village, CO 80111
- 2176 South Ash 16, LLC, 5690 S. DTC Blvd., Suite 515, Greenwood Village, CO 80111
- 2186 South Ash 16, LLC, 5690 S. DTC Blvd., Suite 515, Greenwood Village, CO 80111
- 2196 South Ash 16, LLC, 5690 S. DTC Blvd., Suite 515, Greenwood Village, CO 80111
- 2175 South Bellaire 16, LLC, 5690 S. DTC Blvd., Suite 515, Greenwood Village, CO 80111
- 2195 South Bellaire 16, LLC, 5690 S. DTC Blvd., Suite 515, Greenwood Village, CO 80111



Subscribed and sworn to before me in the County of Arapahoe, State of Colorado, this 20 day of September, 2018.



Witness my hand and official seal.



Notary Public

My commission expires: 7/2/2019

**AFFIDAVIT OF SERVICE OR MAILING – CONTRACTOR**

STATE OF COLORADO

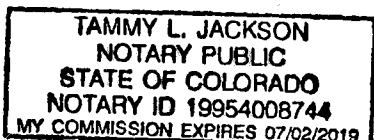
County of Arapahoe

The undersigned, being of lawful age and being first duly sworn upon oath, deposes and says that this Notice of Intent to File a Lien Statement was mailed by certified mail, return receipt requested, to the last known address of the principal or prime contractor or his or her agent, on the 20 day of September, 2018 as follows:

GDA Real Estate Services, LLC, 5690 S. DTC Blvd., Suite 515, Greenwood Village, CO 80111



Subscribed and sworn to before me in the County of Arapahoe, State of Colorado, this 20 day of September, 2018.



Witness my hand and official seal.



Notary Public

My commission expires: 7/2/2019




**AFFIDAVIT OF SERVICE OR MAILING PRIOR TO FILING LIEN STATEMENT**

STATE OF COLORADO


County of Arapahoe

The undersigned, being of lawful age and being first duly sworn, deposes and says that this Notice of Intent to File a Lien Statement was served pursuant to Section 38-22-109(3) C.R.S, as evidenced by the above Affidavits of Service or Mailing, at least ten (10) days before the time of filing the Lien Statement with the appropriate County Clerk and Recorder.

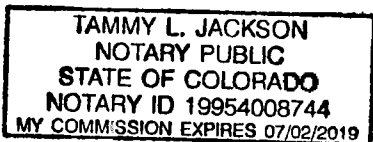
  
\_\_\_\_\_

Subscribed and sworn to before me in the County of Arapahoe, State of Colorado, this 2 day of October, 2018.

Witness my hand and official seal.

  
\_\_\_\_\_

Notary Public  
My commission expires: 7/2/2019





02/24/2017 11:55 AM  
City & County of Denver  
Electronically Recorded

R \$178.00

D \$0.00

DOT

**WHEN RECORDED, RETURN TO:**

Patch of Land Lending, LLC  
1964 Westwood Blvd, Suite 350  
Los Angeles, CA 90025

**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING, AND SECURITY AGREEMENT; REQUEST FOR NOTICE**

**Note Amount: \$320,000.00**  
**Property Address: 2166 South Ash Street, Denver, CO 80222**

THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH THE COLORADO UNIFORM COMMERCIAL CODE C.R.S. § 4-9-502

This Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement (the "Deed of Trust") is made as of February 23, 2017, among 2166 South Ash 17, LLC, a(n) Colorado limited liability company ("Borrower"), whose address is 5690 DTC Boulevard, Suite 515, Greenwood Village, CO 80111; to the Public Trustee of Denver County, Colorado ("Trustee"); and, Patch of Land Lending, LLC, as beneficiary (collectively herein, "Lender"), whose address is, 1964 Westwood Blvd. Suite 350 Los Angeles, CA 90025.

**TRANSFER OF RIGHTS IN THE PROPERTY**

To secure the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations, Borrower GRANTS, BARGAINS, SELLS, AND CONVEYS to Trustee the Mortgaged Property, with power of sale and right of entry, subject only to the Permitted Encumbrances, to have and to hold the Mortgaged Property to Trustee, its successors in trust, and the Trustee's assigns forever, and Borrower does hereby bind itself, its successors, and its assigns to warrant and forever defend the title to the Mortgaged Property to Trustee against anyone lawfully claiming it or any part of it; provided, however, that if the Indebtedness is paid in full as and when it becomes due and payable and the Obligations are performed on or before the date they are to be performed and discharged, then the liens, security interests, estates, and rights granted by the Loan Documents shall terminate; otherwise, they shall remain in full force and effect. As additional security for the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations, Borrower grants to Lender a security interest in the Personalty, Fixtures, Leases, and Rents under Title Four, Article Nine of the Uniform Commercial Code in effect in the State of Colorado as described in Colorado Rev. Stat. § 4-9-502. Borrower further grants, bargains, conveys, assigns, transfers, and sets over to Trustee, acting as both a trustee and an agent for Lender under this Deed of Trust, a security interest in and to all of Borrower's right, title, and interest in, to, and under the Personalty, Fixtures, Leases, Rents, and Mortgaged Property (to the extent characterized as personal property) to secure the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations.



Handwritten #

*CB*

Borrower's Initials



12/27/2016 02:29 PM  
City & County of Denver  
Electronically Recorded

R \$176.00

D \$0.00

DOT

**WHEN RECORDED, RETURN TO:**

Patch of Land Lending, LLC  
1964 Westwood Blvd, Suite 350  
Los Angeles, CA 90025

**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING, AND SECURITY AGREEMENT; REQUEST FOR NOTICE**

**Note Amount: \$320,000.00**  
**Property Address: 2176 South Ash Street, Denver, CO 80222**

THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH THE COLORADO UNIFORM COMMERCIAL CODE C.R.S. § 4-9-502

This Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement (the "Deed of Trust") is made as of December 23, 2016, among 2176 South Ash 16, LLC, a(n) Colorado limited liability company ("Borrower"), whose address is 5690 DTC Boulevard, Suite 515, Greenwood Village, CO 80111; to the Public Trustee of Denver County, Colorado ("Trustee"); and, Patch of Land Lending, LLC, as beneficiary (collectively herein, "Lender"), whose address is, 1964 Westwood Blvd. Suite 350 Los Angeles, CA 90025.

**TRANSFER OF RIGHTS IN THE PROPERTY**

To secure the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations, Borrower GRANTS, BARGAINS, SELLS, AND CONVEYS to Trustee the Mortgaged Property, with power of sale and right of entry, subject only to the Permitted Encumbrances, to have and to hold the Mortgaged Property to Trustee, its successors in trust, and the Trustee's assigns forever, and Borrower does hereby bind itself, its successors, and its assigns to warrant and forever defend the title to the Mortgaged Property to Trustee against anyone lawfully claiming it or any part of it; provided, however, that if the Indebtedness is paid in full as and when it becomes due and payable and the Obligations are performed on or before the date they are to be performed and discharged, then the liens, security interests, estates, and rights granted by the Loan Documents shall terminate; otherwise, they shall remain in full force and effect. As additional security for the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations, Borrower grants to Lender a security interest in the Personalty, Fixtures, Leases, and Rents under Title Four, Article Nine of the Uniform Commercial Code in effect in the State of Colorado as described in Colorado Rev. Stat. § 4-9-502. Borrower further grants, bargains, conveys, assigns, transfers, and sets over to Trustee, acting as both a trustee and an agent for Lender under this Deed of Trust, a security interest in and to all of Borrower's right, title, and interest in, to, and under the Personalty, Fixtures, Leases, Rents, and Mortgaged Property (to the extent characterized as personal property) to secure the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations.

Handwritten #

Borrower's Initials





11/15/2016 01:41 PM  
City & County of Denver  
Electronically Recorded

R \$176.00

D \$0.00

DOT

**WHEN RECORDED, RETURN TO:**

Patch of Land Lending, LLC  
1964 Westwood Blvd, Suite 350  
Los Angeles, CA 90025

**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING, AND SECURITY AGREEMENT; REQUEST FOR NOTICE**

**Note Amount: \$280,000.00**  
**Property Address: 2186 South Ash Street, Denver, CO 80222**

THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH THE COLORADO UNIFORM COMMERCIAL CODE C.R.S. § 4-9-502

This Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement (the "Deed of Trust") is made as of November 14, 2016, among 2186 South Ash 16, LLC, a Colorado limited liability company ("Borrower"), whose address is 5690 DTC Boulevard, Suite 515, Greenwood Village, CO 80111; to the Public Trustee of Denver County, Colorado ("Trustee"); and, Patch of Land Lending, LLC, as beneficiary (collectively herein, "Lender"), whose address is, 1964 Westwood Blvd. Suite 350 Los Angeles, CA 90025.

**TRANSFER OF RIGHTS IN THE PROPERTY**

To secure the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations, Borrower GRANTS, BARGAINS, SELLS, AND CONVEYS to Trustee the Mortgaged Property, with power of sale and right of entry, subject only to the Permitted Encumbrances, to have and to hold the Mortgaged Property to Trustee, its successors in trust, and the Trustee's assigns forever, and Borrower does hereby bind itself, its successors, and its assigns to warrant and forever defend the title to the Mortgaged Property to Trustee against anyone lawfully claiming it or any part of it; provided, however, that if the Indebtedness is paid in full as and when it becomes due and payable and the Obligations are performed on or before the date they are to be performed and discharged, then the liens, security interests, estates, and rights granted by the Loan Documents shall terminate; otherwise, they shall remain in full force and effect. As additional security for the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations, Borrower grants to Lender a security interest in the Personalty, Fixtures, Leases, and Rents under Title Four, Article Nine of the Uniform Commercial Code in effect in the State of Colorado as described in Colorado Rev. Stat. § 4-9-502. Borrower further grants, bargains, conveys, assigns, transfers, and sets over to Trustee, acting as both a trustee and an agent for Lender under this Deed of Trust, a security interest in and to all of Borrower's right, title, and interest in, to, and under the Personalty, Fixtures, Leases, Rents, and Mortgaged Property (to the extent characterized as personal property) to secure the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations.



EC Borrower's Initials



10/10/2016 02:52 PM  
City & County of Denver  
Electronically Recorded

R \$176.00

DOT

D \$0.00

**WHEN RECORDED, RETURN TO:**

Patch of Land Lending, LLC  
1964 Westwood Blvd, Suite 350  
Los Angeles, CA 90025

**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING, AND SECURITY AGREEMENT; REQUEST FOR NOTICE**

Note Amount: \$260,000.00  
Property Address: 2196 S. Ash St., Denver, CO 80222

THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH THE COLORADO UNIFORM COMMERCIAL CODE C.R.S. § 4-9-502

This Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement (the "Deed of Trust") is made as of October 6, 2016, among 2196 South Ash 16, LLC, a Colorado limited liability company ("Borrower"), whose address is 5690 DTC Boulevard, Suite 515, Greenwood Village, CO 80111; to the Public Trustee of Denver County, Colorado ("Trustee"); and, Patch of Land Lending, LLC, as beneficiary (collectively herein, "Lender"), whose address is, 1964 Westwood Blvd. Suite 350 Los Angeles, CA 90025.

**TRANSFER OF RIGHTS IN THE PROPERTY**

To secure the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations, Borrower GRANTS, BARGAINS, SELLS, AND CONVEYS to Trustee the Mortgaged Property, with power of sale and right of entry, subject only to the Permitted Encumbrances, to have and to hold the Mortgaged Property to Trustee, its successors in trust, and the Trustee's assigns forever, and Borrower does hereby bind itself, its successors, and its assigns to warrant and forever defend the title to the Mortgaged Property to Trustee against anyone lawfully claiming it or any part of it; provided, however, that if the Indebtedness is paid in full as and when it becomes due and payable and the Obligations are performed on or before the date they are to be performed and discharged, then the liens, security interests, estates, and rights granted by the Loan Documents shall terminate; otherwise, they shall remain in full force and effect. As additional security for the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations, Borrower grants to Lender a security interest in the Personalty, Fixtures, Leases, and Rents under Title Four, Article Nine of the Uniform Commercial Code in effect in the State of Colorado as described in Colorado Rev. Stat. § 4-9-502. Borrower further grants, bargains, conveys, assigns, transfers, and sets over to Trustee, acting as both a trustee and an agent for Lender under this Deed of Trust, a security interest in and to all of Borrower's right, title, and interest in, to, and under the Personalty, Fixtures, Leases, Rents, and Mortgaged Property (to the extent characterized as personal property) to secure the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations.



Borrower's Initials



01/12/2017 02:04 PM  
City & County of Denver  
Electronically Recorded

R \$178.00

D \$0.00

DOT

**WHEN RECORDED, RETURN TO:**

Patch of Land Lending, LLC  
1964 Westwood Blvd, Suite 350  
Los Angeles, CA 90025

**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING, AND SECURITY AGREEMENT; REQUEST FOR NOTICE**

**Note Amount: \$440,000.00**  
**Property Address: 2175 South Bellaire Street, Denver, CO 80222**

**THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH THE COLORADO UNIFORM COMMERCIAL CODE C.R.S. § 4-9-502**

This Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement (the "Deed of Trust") is made as of January 11, 2017, among 2175 South Bellaire 16, LLC, a(n) Colorado limited liability company ("Borrower"), whose address is 5690 DTC Boulevard, Suite 515, Greenwood Village, CO 80111; to the Public Trustee of Denver County, Colorado ("Trustee"); and, Patch of Land Lending, LLC, as beneficiary (collectively herein, "Lender"), whose address is, 1964 Westwood Blvd. Suite 350 Los Angeles, CA 90025.

**TRANSFER OF RIGHTS IN THE PROPERTY**

To secure the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations, Borrower GRANTS, BARGAINS, SELLS, AND CONVEYS to Trustee the Mortgaged Property, with power of sale and right of entry, subject only to the Permitted Encumbrances, to have and to hold the Mortgaged Property to Trustee, its successors in trust, and the Trustee's assigns forever, and Borrower does hereby bind itself, its successors, and its assigns to warrant and forever defend the title to the Mortgaged Property to Trustee against anyone lawfully claiming it or any part of it; provided, however, that if the Indebtedness is paid in full as and when it becomes due and payable and the Obligations are performed on or before the date they are to be performed and discharged, then the liens, security interests, estates, and rights granted by the Loan Documents shall terminate; otherwise, they shall remain in full force and effect. As additional security for the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations, Borrower grants to Lender a security interest in the Personalty, Fixtures, Leases, and Rents under Title Four, Article Nine of the Uniform Commercial Code in effect in the State of Colorado as described in Colorado Rev. Stat. § 4-9-502. Borrower further grants, bargains, conveys, assigns, transfers, and sets over to Trustee, acting as both a trustee and an agent for Lender under this Deed of Trust, a security interest in and to all of Borrower's right, title, and interest in, to, and under the Personalty, Fixtures, Leases, Rents, and Mortgaged Property (to the extent characterized as personal property) to secure the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations.



Borrower's Initials



10/10/2016 12:51 PM  
City & County of Denver  
Electronically Recorded

R \$176.00

D \$0.00

DOT

**WHEN RECORDED, RETURN TO:**

Patch of Land Lending, LLC  
1964 Westwood Blvd, Suite 350  
Los Angeles, CA 90025

**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING, AND SECURITY AGREEMENT; REQUEST FOR NOTICE**

**Note Amount: \$420,000.00**  
**Property Address: 2195 S. Bellaire St., Denver, CO 80222**

THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH THE COLORADO UNIFORM COMMERCIAL CODE C.R.S. § 4-9-502

This Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement (the "Deed of Trust") is made as of October 6, 2016, among 2195 South Bellaire 16, LLC, a Colorado limited liability company ("Borrower"), whose address is 5690 DTC Boulevard, Suite 515, Greenwood Village, CO 80111; to the Public Trustee of Denver County, Colorado ("Trustee"); and, Patch of Land Lending, LLC, as beneficiary (collectively herein, "Lender"), whose address is, 1964 Westwood Blvd. Suite 350 Los Angeles, CA 90025.

**TRANSFER OF RIGHTS IN THE PROPERTY**

To secure the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations, Borrower GRANTS, BARGAINS, SELLS, AND CONVEYS to Trustee the Mortgaged Property, with power of sale and right of entry, subject only to the Permitted Encumbrances, to have and to hold the Mortgaged Property to Trustee, its successors in trust, and the Trustee's assigns forever, and Borrower does hereby bind itself, its successors, and its assigns to warrant and forever defend the title to the Mortgaged Property to Trustee against anyone lawfully claiming it or any part of it; provided, however, that if the Indebtedness is paid in full as and when it becomes due and payable and the Obligations are performed on or before the date they are to be performed and discharged, then the liens, security interests, estates, and rights granted by the Loan Documents shall terminate; otherwise, they shall remain in full force and effect. As additional security for the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations, Borrower grants to Lender a security interest in the Personalty, Fixtures, Leases, and Rents under Title Four, Article Nine of the Uniform Commercial Code in effect in the State of Colorado as described in Colorado Rev. Stat. § 4-9-502. Borrower further grants, bargains, conveys, assigns, transfers, and sets over to Trustee, acting as both a trustee and an agent for Lender under this Deed of Trust, a security interest in and to all of Borrower's right, title, and interest in, to, and under the Personalty, Fixtures, Leases, Rents, and Mortgaged Property (to the extent characterized as personal property) to secure the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations.



Borrower's Initials

Recording requested by:

**First American Mortgage Solutions**

1565296355056-3-1-1--  
Yorkm

When recorded mail to:

Quality Loan Service Corporation  
2763 Camino Del Rio South  
San Diego, CA 92108

TS No.: AZ-18-843460-NJ  
Order No.: 8746233

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## Notice of Trustee's Sale

The following legally described trust property will be sold, pursuant to the power of Sale under that certain Deed of Trust dated 6/6/2017 and recorded 6/7/2017 as Instrument No. 20170414383 in the office of the County Recorder of MARICOPA County, Arizona. **NOTICE! IF YOU BELIEVE THERE IS A DEFENSE TO THE TRUSTEE SALE OR IF YOU HAVE AN OBJECTION TO THE TRUSTEE SALE, YOU MUST FILE AN ACTION AND OBTAIN A COURT ORDER PURSUANT TO RULE 65, ARIZONA RULES OF CIVIL PROCEDURE, STOPPING THE SALE NO LATER THAN 5:00 P.M. MOUNTAIN STANDARD TIME OF THE LAST BUSINESS DAY BEFORE THE SCHEDULED DATE OF THE SALE, OR YOU MAY HAVE WAIVED ANY DEFENSES OR OBJECTIONS TO THE SALE. UNLESS YOU OBTAIN AN ORDER, THE SALE WILL BE FINAL** and will occur at public auction to the highest bidder:

Sale Date and Time: 11/12/2019 at 12:00PM

Sale Location: In the courtyard by the main entrance of the Superior Court Building, located at 201 West Jefferson, Phoenix, AZ 85003

Legal Description: UNIT 1002, OLD TOWN SOUTH CONDOMINIUM, A REPLAT OF 6TH STREET LOFTS, BOOK 936 OF MAPS, PAGE 4 AND IN BOOK 1040 OF MAPS, PAGE 7 OF THE NORTHWEST QUARTER OF TRACT B SCOTTSDALE VILLAGE, ACCORDING TO BOOK 57 OF MAPS, PAGE 24, RECORDS OF MARICOPA COUNTY, ARIZONA. TOGETHER WITH AN UNDIVIDED INTEREST IN AND TO THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION AND ON SAID PLAT.

Purported Street Address: 6937 E 6th ST #1002, Scottsdale, AZ 85251

Tax Parcel Number: 130-10-411

Original Principal Balance: \$351,900.00

Name and Address of Current Beneficiary: Toorak REPO Seller I Trust  
C/O Cohen Financial  
4601 College Boulevard Suite 300  
Leawood, KS 66211

Name(s) and Address(s) of Original Trustor(s): 1002 SCOTTSDALE EAST 6TH 17, LLC, A(N)  
COLORADO LIMITED LIABILITY COMPANY



5690 DTC Boulevard, Suite 515, Greenwood Village,  
CO 80111

Name and Address of Trustee/Agent:

Quality Loan Service Corporation  
2763 Camino Del Rio South, San Diego, CA 92108  
Phone: (866) 645-7711  
Sales Line: 916-939-0772  
Login to: [www.nationwideposting.com](http://www.nationwideposting.com)  
Or Login to: <http://www.qualityloan.com>  
Reinstatement Line: (866) 645-7711 Ext 5318  
AZ-18-843460-NJ

**The successor trustee qualifies to act as a trustee under A.R.S. §33-803(A)(1) in its capacity as a licensed Arizona escrow agent regulated by the Department of Financial Institutions.**

If the sale is set aside for any reason, including if the Trustee is unable to convey title, the Purchaser at the sale shall be entitled only to a return of the monies paid to the Trustee. This shall be the Purchaser's sole and exclusive remedy. The purchaser shall have no further recourse against the Trustor, the Trustee, the Beneficiary, the Beneficiary's Agent, or the Beneficiary's Attorney.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holders right's against the real property only.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TS No.: AZ-18-843543-NJ

Dated:

8/5/19

QUALITY LOAN SERVICE CORPORATION

*Veronica Eisert*

By: Veronica Eisert, Assistant Secretary

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 of: California

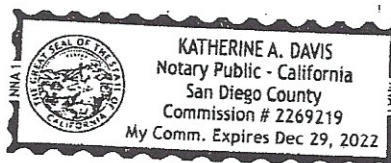
County of: San Diego

On AUG 05 2019 before me, Katherine A. Davis a notary public, personally appeared Veronica Eisert, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under *PENALTY OF PERJURY* under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Katherine A. Davis*



RECORDING REQUESTED BY

**First American Mortgage Solutions**

1545085699941-2-1-1--  
Yorkm

AND WHEN RECORDED MAIL TO  
QUALITY LOAN SERVICE CORPORATION  
2763 Camino Del Rio South  
San Diego, CA 92108  
619-645-7711

T.S. No.: AZ-18-843460-NJ

Space above this line for recorder's use only

### Notice of Substitution of Trustee

The undersigned present beneficiary hereby appoints **QUALITY LOAN SERVICE CORPORATION**, a California Corporation as successor trustee under the trust deed executed by **1002 SCOTTSDALE EAST 6TH 17, LLC, A(N) COLORADO LIMITED LIABILITY COMPANY** as trustor, in which **HANSON CAPITAL, LLC** is named beneficiary and **PUBLIC TRUSTEE OF MARICOPA COUNTY, COLORADO** as trustee, and recorded **6/7/2017**, in **MARICOPA** County as instrument number **20170414383** and legally describing the trust property as:

UNIT 1002, OLD TOWN SOUTH CONDOMINIUM, A REPLAT OF 6TH STREET LOFTS, BOOK 936 OF MAPS, PAGE 4 AND IN BOOK 1040 OF MAPS, PAGE 7 OF THE NORTHWEST QUARTER OF TRACT B SCOTTSDALE VILLAGE, ACCORDING TO BOOK 57 OF MAPS, PAGE 24, RECORDS OF MARICOPA COUNTY, ARIZONA. TOGETHER WITH AN UNDIVIDED INTEREST IN AND TO THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION AND ON SAID PLAT.

The successor trustee appointed herein qualifies as a trustee of the trust deed in the trustee's capacity as a licensed Arizona escrow agent as required by Arizona Revised Statutes section 33-803, subsection A.

**STATEMENT OF BREACH OR NON-PERFORMANCE**



TS No.: **AZ-18-843460-NJ**

NOTICE IS HEREBY GIVEN that a breach or non-performance of the Trust Deed mentioned in the "Notice of Trustee's Sale" to which this Statement of Breach or Non-Performance is attached has occurred. The nature of such breach or non-performance is as follows:

Failure to pay all outstanding obligations owed under the promissory note; including all outstanding principal, interest, and late charges, which all became due and payable on 1/1/2019 ("Maturity Date") and all sums owed that have accrued since 1/1/2019.

Beneficiary represents the address of the property in default as:  
Purported Street Address: 6937 E 6th ST #1002, Scottsdale, AZ 85251

The Beneficiary elects to sell or cause to be sold such property under the Trust Deed.

Dated:

8/7/19

Toorak REPO Seller I Trust, by Quality Loan Service Corporation, as agent

  
Veronica Eisert, Assistant Secretary

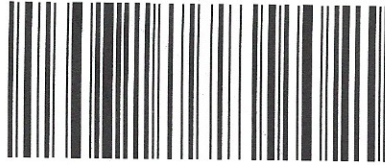
IF YOUR PROPERTY IS IN FORECLOSURE because you are delinquent in payments, it may be sold without any court action as stated in the enclosed Notice of Trustee's Sale. You have the legal right to bring your account in good standing by paying all your past due payments plus permitted costs and expenses before 5:00 p.m. mountain standard time on the last day other than a Saturday or legal holiday before the date of sale or the filing of an action to foreclose the trust deed.

IF YOUR INTEREST IN THE TRUST PROPERTY IS SUBORDINATE in priority to that of the Deed of Trust, being foreclosed your interest may be subject to being terminated by the Trustee's Sale.

To find out the amount you must pay or to arrange for payment to stop the foreclosure or if your property is in foreclosure for any other reason, contact:

Quality Loan Service Corporation  
2763 Camino Del Rio Douth  
San Diego, CA 92108  
Toll Free: (866) 645-7711  
Fax No.: (619) 568-3599

Quality Loan Service Corp.  
Return Mail Processing  
2763 Camino Del Rio S., 1st FL  
San Diego, CA 92108



7196 9002 3371 0673 5496



AZ-18-843460-NJ  
WBF/CT ASSOCIATES, LLC  
C/O GDA REAL ESTATE SERVICES, LLC  
5690 DTC BLVD., SUITE 515  
GREENWOOD VILLAGE, CO 80111



17304333



\*T305\*

Recording requested by:

**First American Mortgage Solutions**

1565124083132-3-1-1--  
Yorkm

When recorded mail to:

Quality Loan Service Corporation  
2763 Camino Del Rio South  
San Diego, CA 92108

TS No.: AZ-18-843452-NJ  
Order No.: 8746226

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## Notice of Trustee's Sale

The following legally described trust property will be sold, pursuant to the power of Sale under that certain Deed of Trust dated 6/19/2017 and recorded 6/20/2017 as Instrument No. 20170450700 in the office of the County Recorder of MARICOPA County, Arizona. **NOTICE! IF YOU BELIEVE THERE IS A DEFENSE TO THE TRUSTEE SALE OR IF YOU HAVE AN OBJECTION TO THE TRUSTEE SALE, YOU MUST FILE AN ACTION AND OBTAIN A COURT ORDER PURSUANT TO RULE 65, ARIZONA RULES OF CIVIL PROCEDURE, STOPPING THE SALE NO LATER THAN 5:00 P.M. MOUNTAIN STANDARD TIME OF THE LAST BUSINESS DAY BEFORE THE SCHEDULED DATE OF THE SALE, OR YOU MAY HAVE WAIVED ANY DEFENSES OR OBJECTIONS TO THE SALE. UNLESS YOU OBTAIN AN ORDER, THE SALE WILL BE FINAL** and will occur at public auction to the highest bidder:

Sale Date and Time: 11/12/2019 at 12:00PM

Sale Location: In the courtyard by the main entrance of the Superior Court Building, located at 201 West Jefferson, Phoenix, AZ 85003

Legal Description: UNIT 1004, OLD TOWN SOUTH CONDOMINIUM, A REPLAT OF 6TH STREET LOFTS, BOOK 936 OF MAPS, PAGE 4 AND BOOK 1040 OF MAPS, PAGE 7 OF THE NORTHWEST QUARTER OF TRACT B SCOTTSDALE VILLAGE, ACCORDING TO BOOK 57 OF MAPS, PAGE 24, RECORDS OF MARICOPA COUNTY, ARIZONA.

TOGETHER WITH AN UNDIVIDED INTEREST IN AND TO THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION AND ON SAID PLAT.

Purported Street Address: 6937 E 6th ST #1004, Scottsdale, AZ 85251

Tax Parcel Number: 130-10-413

Original Principal Balance: \$348,500.00

Name and Address of Current Beneficiary: Victoria Capital Trust  
C/O Cohen Financial  
4601 College Boulevard Suite 300  
Leawood, KS 66211

Name(s) and Address(s) of Original Trustor(s):

**1004 SCOTTSDALE EAST 6TH 17, LLC, A(N)  
COLORADO LIMITED LIABILITY COMPANY  
5690 DTC Boulevard, Suite 515, Greenwood Village,  
CO 80111**

Name and Address of Trustee/Agent:

**Quality Loan Service Corporation  
2763 Camino Del Rio South, San Diego, CA 92108  
Phone: (866) 645-7711  
Sales Line: 916-939-0772  
Login to: [www.nationwideposting.com](http://www.nationwideposting.com)  
Or Login to: <http://www.qualityloan.com>  
Reinstatement Line: (866) 645-7711 Ext 5318  
AZ-18-843452-NJ**

**The successor trustee qualifies to act as a trustee under A.R.S. §33-803(A)(1) in its capacity as a licensed Arizona escrow agent regulated by the Department of Financial Institutions.**

If the sale is set aside for any reason, including if the Trustee is unable to convey title, the Purchaser at the sale shall be entitled only to a return of the monies paid to the Trustee. This shall be the Purchaser's sole and exclusive remedy. The purchaser shall have no further recourse against the Trustor, the Trustee, the Beneficiary, the Beneficiary's Agent, or the Beneficiary's Attorney.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holders right's against the real property only.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TS No.: AZ-18-843543-NJ

Dated:

8/5/19

QUALITY LOAN SERVICE CORPORATION

*Veronica Eisert*

By: Veronica Eisert, Assistant Secretary

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 of: California

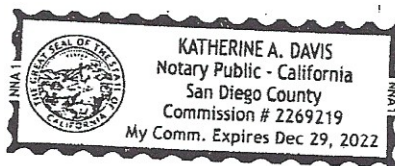
County of: San Diego

On AUG 05 2019 before me, Katherine A. Davis a notary public, personally appeared Veronica Eisert, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under *PENALTY OF PERJURY* under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Katherine A. Davis*





RECORDING REQUESTED BY

**First American Mortgage Solutions**

1564611264997-2-1-1--  
Garcia

AND WHEN RECORDED MAIL TO  
QUALITY LOAN SERVICE CORPORATION  
2763 Camino Del Rio South  
San Diego, CA 92108  
619-645-7711

T.S. No.: AZ-18-843452-NJ

Space above this line for recorder's use only

### Notice of Substitution of Trustee

The undersigned present beneficiary hereby appoints **QUALITY LOAN SERVICE CORPORATION**, a California Corporation as successor trustee under the trust deed executed by **1004 SCOTTSDALE EAST 6TH 17, LLC, A(N) COLORADO LIMITED LIABILITY COMPANY** as trustor, in which **HANSON CAPITAL, LLC** is named beneficiary and **FIDELITY NATIONAL TITLE AGENCY, AN ARIZONA COMPANY**, as trustee, and recorded **6/20/2017**, in **MARICOPA** County as instrument number **20170450700** and legally describing the trust property as:

UNIT 1004, OLD TOWN SOUTH CONDOMINIUM, A REPLAT OF 6TH STREET LOFTS, BOOK 936 OF MAPS, PAGE 4 AND BOOK 1040 OF MAPS, PAGE 7 OF THE NORTHWEST QUARTER OF TRACT B SCOTTSDALE VILLAGE, ACCORDING TO BOOK 57 OF MAPS, PAGE 24, RECORDS OF MARICOPA COUNTY, ARIZONA. TOGETHER WITH AN UNDIVIDED INTEREST IN AND TO THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION AND ON SAID PLAT.

The successor trustee appointed herein qualifies as a trustee of the trust deed in the trustee's capacity as a licensed Arizona escrow agent as required by Arizona Revised Statutes section 33-803, subsection A.

## STATEMENT OF BREACH OR NON-PERFORMANCE



TS No.: AZ-18-843452-NJ

NOTICE IS HEREBY GIVEN that a breach or non-performance of the Trust Deed mentioned in the "Notice of Trustee's Sale" to which this Statement of Breach or Non-Performance is attached has occurred. The nature of such breach of non-performance is as follows:

Failure to pay all outstanding obligations owed under the promissory note; including all outstanding principal, interest, and late charges, which all became due and payable on 1/1/2019 ("Maturity Date") and all sums owed that have accrued since 1/1/2019.

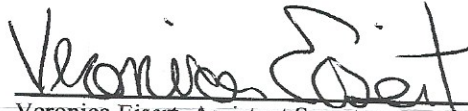
Beneficiary represents the address of the property in default as:  
Purported Street Address: 6937 E 6th ST #1004, Scottsdale, AZ 85251

The Beneficiary elects to sell or cause to be sold such property under the Trust Deed.

Dated:

8/5/19

Victoria Capital Trust, by Quality Loan Service Corporation, as agent

  
Veronica Eisert, Assistant Secretary

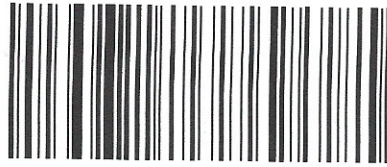
IF YOUR PROPERTY IS IN FORECLOSURE because you are delinquent in payments, it may be sold without any court action as stated in the enclosed Notice of Trustee's Sale. You have the legal right to bring your account in good standing by paying all your past due payments plus permitted costs and expenses before 5:00 p.m. mountain standard time on the last day other than a Saturday or legal holiday before the date of sale or the filing of an action to foreclose the trust deed.

IF YOUR INTEREST IN THE TRUST PROPERTY IS SUBORDINATE in priority to that of the Deed of Trust, being foreclosed your interest may be subject to being terminated by the Trustee's Sale.

To find out the amount you must pay or to arrange for payment to stop the foreclosure or if your property is in foreclosure for any other reason, contact:

Quality Loan Service Corporation  
2763 Camino Del Rio Douth  
San Diego, CA 92108  
Toll Free: (866) 645-7711  
Fax No.: (619) 568-3599

Quality Loan Service Corp.  
Return Mail Processing  
2763 Camino Del Rio S., 1st FL  
San Diego, CA 92108



7196 9002 3371 0671 2770



AZ-18-843452-NJ  
1004 Scottsdale East 6th 17, LLC  
5690 DTC Boulevard, Suite 515  
Greenwood Village, CO 80111



17301002



\*RC05\*

Recording requested by:

**First American Mortgage Solutions**

When recorded mail to:

Quality Loan Service Corporation  
2763 Camino Del Rio South  
San Diego, CA 92108

1565123976283-3-1-1--  
Garciac

TS No.: AZ-18-843543-NJ  
Order No.: 8746283

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## Notice of Trustee's Sale

The following legally described trust property will be sold, pursuant to the power of Sale under that certain Deed of Trust dated 6/30/2017 and recorded 7/6/2017 as Instrument No. 20170493413 in the office of the County Recorder of MARICOPA County, Arizona. **NOTICE! IF YOU BELIEVE THERE IS A DEFENSE TO THE TRUSTEE SALE OR IF YOU HAVE AN OBJECTION TO THE TRUSTEE SALE, YOU MUST FILE AN ACTION AND OBTAIN A COURT ORDER PURSUANT TO RULE 65, ARIZONA RULES OF CIVIL PROCEDURE, STOPPING THE SALE NO LATER THAN 5:00 P.M. MOUNTAIN STANDARD TIME OF THE LAST BUSINESS DAY BEFORE THE SCHEDULED DATE OF THE SALE, OR YOU MAY HAVE WAIVED ANY DEFENSES OR OBJECTIONS TO THE SALE. UNLESS YOU OBTAIN AN ORDER, THE SALE WILL BE FINAL** and will occur at public auction to the highest bidder:

Sale Date and Time: 11/12/2019 at 12:00PM

Sale Location: In the courtyard by the main entrance of the Superior Court Building, located at 201 West Jefferson, Phoenix, AZ 85003

Legal Description: UNIT 1005, OLD TOWN SOUTH CONDOMINIUM, A REPLAT OF 6TH STREET LOFTS, BOOK 936 OF MAPS, PAGE 4 AND BOOK 1040 OF MAPS, PAGE 7 OF THE NORTHWEST QUARTER OF TRACT B SCOTTSDALE VILLAGE, ACCORDING TO BOOK 57 OF MAPS, PAGE 24, RECORDS OF MARICOPA COUNTY, ARIZONA.

TOGETHER WITH AN UNDIVIDED INTEREST IN AND TO THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION AND ON SAID PLAT.

Purported Street Address: 6937 E 6th ST #1005, Scottsdale, AZ 85251

Tax Parcel Number: 130-10-414

Original Principal Balance: \$327,250.00

Name and Address of Current Beneficiary: Victoria Capital Trust  
C/O Cohen Financial  
4601 College Boulevard Suite 300  
Leawood, KS 66211

Name(s) and Address(s) of Original Trustor(s):

**1005 SCOTTSDALE EAST 6TH 17, LLC, A(N)  
COLORADO LIMITED LIABILITY COMPANY  
5690 DTC Boulevard, Suite 515, Greenwood Village,  
CO 80111**

Name and Address of Trustee/Agent:

**Quality Loan Service Corporation  
2763 Camino Del Rio South, San Diego, CA 92108  
Phone: (866) 645-7711  
Sales Line: 916-939-0772  
Login to: [www.nationwideposting.com](http://www.nationwideposting.com)  
Or Login to: <http://www.qualityloan.com>  
Reinstatement Line: (866) 645-7711 Ext 5318  
AZ-18-843543-NJ**

**The successor trustee qualifies to act as a trustee under A.R.S. §33-803(A)(1) in its capacity as a licensed Arizona escrow agent regulated by the Department of Financial Institutions.**

If the sale is set aside for any reason, including if the Trustee is unable to convey title, the Purchaser at the sale shall be entitled only to a return of the monies paid to the Trustee. This shall be the Purchaser's sole and exclusive remedy. The purchaser shall have no further recourse against the Trustor, the Trustee, the Beneficiary, the Beneficiary's Agent, or the Beneficiary's Attorney.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holders right's against the real property only.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TS No.: AZ-18-843543-NJ

Dated:

8/5/19

QUALITY LOAN SERVICE CORPORATION

*Veronica Eisert*

By: Veronica Eisert, Assistant Secretary

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 of: California

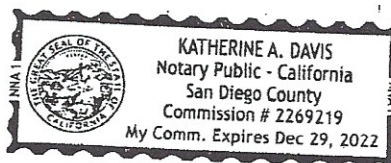
County of: San Diego

On AUG 05 2019 before me, Katherine A. Davis a notary public, personally appeared Veronica Eisert, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under *PENALTY OF PERJURY* under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Katherine A. Davis*



RECORDING REQUESTED BY

1564520978091-2-1-1--  
morenoa

**First American Mortgage Solutions**

AND WHEN RECORDED MAIL TO  
QUALITY LOAN SERVICE CORPORATION  
2763 Camino Del Rio South  
San Diego, CA 92108  
619-645-7711

T.S. No.: AZ-18-843543-NJ

Space above this line for recorder's use only

### Notice of Substitution of Trustee

The undersigned present beneficiary hereby appoints **QUALITY LOAN SERVICE CORPORATION**, a California Corporation as successor trustee under the trust deed executed by **1005 SCOTTSDALE EAST 6TH 17, LLC, A(N) COLORADO LIMITED LIABILITY COMPANY** as trustor, in which **HANSON CAPITAL, LLC** is named beneficiary and **FIDELITY NATIONAL TITLE AGENCY, AN ARIZONA COMPANY** as trustee, and recorded 7/6/2017, in **MARICOPA** County as instrument number **20170493413** and legally describing the trust property as:

UNIT 1005, OLD TOWN SOUTH CONDOMINIUM, A REPLAT OF 6TH STREET LOFTS, BOOK 936 OF MAPS, PAGE 4 AND BOOK 1040 OF MAPS, PAGE 7 OF THE NORTHWEST QUARTER OF TRACT B SCOTTSDALE VILLAGE, ACCORDING TO BOOK 57 OF MAPS, PAGE 24, RECORDS OF MARICOPA COUNTY, ARIZONA. TOGETHER WITH AN UNDIVIDED INTEREST IN AND TO THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION AND ON SAID PLAT.

The successor trustee appointed herein qualifies as a trustee of the trust deed in the trustee's capacity as a licensed Arizona escrow agent as required by Arizona Revised Statutes section 33-803, subsection A.

**STATEMENT OF BREACH OR NON-PERFORMANCE**



TS No.: **AZ-18-843543-NJ**

NOTICE IS HEREBY GIVEN that a breach or non-performance of the Trust Deed mentioned in the "Notice of Trustee's Sale" to which this Statement of Breach or Non-Performance is attached has occurred. The nature of such breach of non-performance is as follows:

Failure to pay all outstanding obligations owed under the promissory note; including all outstanding principal, interest, and late charges, which all became due and payable on 1/1/201 ("Maturity Date") and all sums owed that have accrued since 1/1/2019.

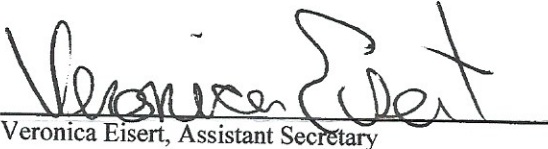
Beneficiary represents the address of the property in default as:  
Purported Street Address: 6937 E 6th ST #1005, Scottsdale, AZ 85251

The Beneficiary elects to sell or cause to be sold such property under the Trust Deed.

Dated:

8/5/19

Victoria Capital Trust, by Quality Loan Service Corporation, as agent

  
Veronica Eisert, Assistant Secretary

IF YOUR PROPERTY IS IN FORECLOSURE because you are delinquent in payments, it may be sold without any court action as stated in the enclosed Notice of Trustee's Sale. You have the legal right to bring your account in good standing by paying all your past due payments plus permitted costs and expenses before 5:00 p.m. mountain standard time on the last day other than a Saturday or legal holiday before the date of sale or the filing of an action to foreclose the trust deed.

IF YOUR INTEREST IN THE TRUST PROPERTY IS SUBORDINATE in priority to that of the Deed of Trust, being foreclosed your interest may be subject to being terminated by the Trustee's Sale.

To find out the amount you must pay or to arrange for payment to stop the foreclosure or if your property is in foreclosure for any other reason, contact:

Quality Loan Service Corporation  
2763 Camino Del Rio Douth  
San Diego, CA 92108  
Toll Free: (866) 645-7711  
Fax No.: (619) 568-3599