

DISTRICT COURT , LARIMER COUNTY, COLORADO Larimer County Justice Center 201 La Porte Avenue Fort Collins, CO 80521 970494 3500	<p style="text-align: right;">FILED IN COMBINED COURTS LARIMER COUNTY COLORADO</p> <p style="text-align: right;">2017 MAY 15 PM 2:07</p> <p style="text-align: right;">DATE FILED: May 15, 2017 CASE NUMBER: 2016CV31096</p>
<b>Plaintiff:</b> Poudre Fire Authority 102 Remington Street Fort Collins, CO. 8052  V.  <b>Defendant:</b> KEITH GILMARTIN	:  <p style="text-align: center;">^ COURT USE ONLY ^</p>
Party Pro Se:  Defendant Keith Gilmartin 3316 W. Vine Dr. Fort Collins, CO 80521	Case No.: <p style="text-align: center;">2016 CV 31096</p> Court room:
<h2>DEFENDANT RESPONSE TO REQUESTS FOR ADMISSIONS AND PRODUCTION</h2>	

Comes Keith Gilmartin- Pro Se believed in compliance with C.R. C.P. 33 and 36 in response to Request for Admissions and Production for the above captioned action submits the following:

### GENERAL OBJECTION

For Plaintiff's Request for Admissions and Productions wherein the word Plaintiff ( in the plural or without designation) is used and basis is with respect to ownership and rights related to the Easement--- Defendant response is applicable only to/for the City of Ft Collins as "Grantee" (-unless otherwise noted).

## ADMISSIONS

A-1. Admit that the City of Fort Collins paid \$4,669.00 in exchange for a perpetual right to use the Easement as set forth in the Deed of Easement.

That the City of Fort Collins paid \$4,669.00 in exchange for a perpetual right to use the Easement as set forth in the Deed of Easement” and knowledge of consummation a deterrent factor Defendant cannot admit. Defendant was not present at any monetary exchange event or presently privy to documentation or lasting memory of endorsing receipt of check identified as Bates . Admission subject to presentation of check endorsement to Defendant.

Therefore Defendant must decline to admit. But assumed servient ownership with sole fee transfer.

A-2. Admit that the Deed of Easement permits the City of Fort Collins’ assigns to use the Easement.

No such phrase “assigns to use the Easement” exists in the Deed of Easement. The DEED of EASEMENT, text is readily available to Plaintiff. Text therein reads, in the represented part,

“ the Grantor hereby grants, sells and conveys to the Grantee, its successors and assigns, a perpetual easement and right of way for access to”

As Grantor, the follow is the following contextual interpretation

“Grantor hereby ....conveys... to Grantee,its successors...(and puts rights to the easement)(alternatively ‘Grantor now creating a “perpetual” type easement( ‘a right’ aspect to the easement and the second ‘right’ (a ) “right of way for access” (another type of right )to ...(do things the specific enumerated things )..”

Therefore Defendant must decline to admit.

**A-3. Admit that the Deed of Easement does not include any limitations on the use of the Easement as a right-of-way for access by the City of Fort Collins, its successors, and its assigns.**

**The DEED of EASEMENT, readily available to Plaintiff.**

**As stated in Plaintiff A-2 the phrase “use of the Easement” is not present in the Deed of Easement. Paragraph is incorporated here for any references to “use” Plaintiff’s phrase, in this paragraph A-3, “any limitations on the use of the Easement”, is equally not the Deed of Easement thus moot.**

**Further there is no word or ‘no wording creating a phrase’ conveying the concept unlimited (Allowing for “perpetual which is well authoritatively defined as applying to the life span for existence of the Easement)**

**Alternately - in contrast It is contented -Deed of Easement includes limited specific allowed uses:**

**conveyance of one easement and two associated “rights” with their sub parts listed as:**

- ‘right of way’ “to” do(‘limited 12 aspects of 1 category of improvements) and**
- right of way “for access” (with exercise of rights limited to four.)**

**Defendant must decline to admit.**

**as Plaintiffs’ phrase “does not include any limitations on the use of the Easement ” in this paragraph 3 inclusive and the point moot—**

**Objection: Duplication , of 2 as stated; Objection; perceived as another addendum to vexatious occurrences list and burdensome**

**A-4. Admit that you (or your agent(s)) posted the Signs identified in Paragraph 11(o) of the Amended Complaint.**

**Defendant admits in part Denies in part.**

**Defendant:**

- Admits to request no agent(s) involved in any degree.
- Admits as to request for only described sign in said Paragraph 11(o) fitting description.

**Defendant must decline to admit the remainder**

**Objection:**

Another occurrence of described Plaintiff behavior as referred to Defendant's Amended Answer in Paragraph (o)

## **INTERROGATORIES**

**I-1. Pattern Interrogatory No. 1.1: State the name, ADDRESS, telephone number, and relationship to you of each person who prepared or assisted in the preparation of the responses to these interrogatories. (Do not identify anyone who simply typed or reproduced the responses.)**

Therefore Defendant must decline to admit.

**I-2. Describe in detail all limitations or restrictions that you believe Plaintiffs must adhere to with respect to their use of the Easement. For each such limitation or restriction, identify any and all documents and/or communications supporting for your contention.**

- a) ALL limitations or restrictions that Plaintiffs are believed "must adhere to" regarding the use of the Easement are those not falling specifically or generally covered within the context of items below:
- anything that exceeds and (if more than one)/\_or that is not included as the right(s) conveyed and described, with in the wording of the Deed of Easement within it's the appropriate legal context :

- a “right of way to install, operate, maintain, repair, reconstruct, replace, inspect and remove, at any time and from time to time public improvements.....”
- “together with a right-of-way for access on, along, through and under all (of the “Easement)
- Any descriptive Exhibits associated Deed of Easement as in Exhibit B of Amended Complaint.
- b) Any other applicable general limitations on environmental and neighborhood impacts incompatible in any purported historical documents in conjunction with the conveyance touted to/for review by Larimer County and generally via any other communications, or documents with other governmental parties
- c) Any and all documents then National, State of Colorado, City of Ft Collins, County of Larimer or applicable ‘standard setting organization’ to which those Plaintiff are bound by , voluntarily or are mandated, and ascribe to, to any degree.

**Documents in support:**

- Documents generally equally, or more readily, available with Plaintiff’s efforts . as touted in Case Management Order
- Deed of Easement-available as Plaintiff’s Complaint Exhibit B
- Historical documents related to facility creation readily available from Plaintiffs as touted in Case Management Order
- Any and all documents then National, State of Colorado, City of Ft Collins, County of Larimer or applicable ‘standard setting organization’ to which those governmental, voluntarily or are mandated, to ascribe to, to any degree, thus readily accessible to Plaintiff.
- Any factors that may not be bound to be ascribed to but would foster a safe and peaceful neighborhood at a level ascribable to for the non-arterial rating for the easement and travel along the the 800 ft of County Rd 48/3000 block of W. Vine Dr.
- No others standards are specifically known by name by Defendant at the present time and will made available.

Defendant declines to admit.

**I-3. Describe in detail each instance that you allege that the City of Fort Collins has violated the Deed of Easement, including but not limited to the nature and date of such violation and all persons with knowledge of such violation.**

**The Plaintiff, here in Plaintiff's RFA requests a list of allegations alleged by Defendant against Plaintiffs. The Complaint however is a list of allegations Plaintiff's alleges Defendant guilty of; Not what Defendant alleges!**

**The joint title of the City of Ft Collins and the Authority as Plaintiff provide culpability along with the similarly of the request of Plaintiff paragraph I-2 within the context of providing transgression by Plaintiff City of Ft Collins**

**Within context of the complaint, the summation any of the violations fall more as affirmative defense. Any such evidence, it is further believed to be only to have probative value to Plaintiff positions**

**Defendant must deny the request.**

**Objection:**

**Defendant objects for basis incorporated here this Paragraph I-3 and below:**

**Individual instances would be burdensome, a duplication vexatious, and not a detail level believed to be necessary to provide evidence not available less cumbersome otherwise available and not providing unbalanced probative value for evidence against Plaintiff.**

**Any issue of offensive behavior perceived by Defendant could/should be so described not as much individual events by the City but in use by co- Plaintiff, the Authority.**

**Efficient presentation falls in the gross characteristics of traffic, for its components and aspects of cause. Additionally, with that perspective, the roster of scheduled use for the facility events would be more accurate and appropriate.**

**I-4. Describe in detail each instance that you allege that the Poudre Fire Authority has violated the Deed of Easement, including but not limited to the nature and date of such violation and all persons with knowledge of such violation.**

**This request is objected to as unclear in the context of the Complaint, Defendant incorporates basis as set forth in Paragraph I-3**

**Again while Defendant has issue with the Plaintiff's (having) ... violated the Deed of Easement. Defendant has no objection to incorporating alleged complaints per se As above described in Paragraph 3, individual instances and identification of parties provides no path to pertinent evidence use for matters at issue.**

**For analogy the issue worthlessly burdensome as – 'to identify all the trees present, to describe a forest, a clump, or a 'clonal grove'(swaths of forest connected underground by a single network of roots genetically identical; It is suggest that descriptions generality, for type and scale/size serve the concept as applied to the context of representation, of perceive violations of the rights conveyed by the Deed of Easement as above,**

**Additionally Defendant points to documentation presently within the purview of communications exchanged by Plaintiff commencing with the Complaint and post regarding issue elaborated therein are encounters exemplary of some basis of Defendant and Plainiff at odds concerning Easement use limits.**

**Further illustration not within that arena, are planned forth coming**

**Objection:**

**Defendant objects for basis incorporated here burdensome, duplication vexatious with bases in this Paragraph I-4 and incorporates Paragraph I-3**

**The request of I-4 is denied.**

**I-5. Identify all information that you believe is relevant to your contentions regarding the purpose, intent, and/or scope of the Deeded Easement, including but not limited to any and all documents that you claim narrow the scope of the Easement or otherwise limit the Plaintiffs' right-of-access as set forth in the Deed of Easement.**

**A. First and foremost, AGAIN, Plaintiffs have had a plethora of communications regarding my view of the purpose intent/or scope of Deed of Easement's use/ limitations.**

**B. Second Plaintiff has the same worded Easement conveyance as Defendant as a basis for complying with the answer and submitted to Defendant. Any relevant documents felt necessary – Confer.**

**C. Third and perceived, a crux of the issue:  
documents regarding limits of "right away for access" within the of the issue easement are believe to be most easily resolved based in case law for definition of the concept, grounded in the word "access. Review and accumulation for documentation fitting the request is readily available to Plaintiffs. But, if the failure to provide a representation of documents from those sources upon previous request is based in retrieval capability Plaintiff is welcome to confer.**

**The addressed matters requested of Defendant, now with standing 'A','B','C' above are exposed in the discussion of issues in Paragraph I-2 , I-3 and I-4 address the "scope of the Deed of Easement" as to beginning points of burdening the easement requested to be address by this Paragraph 5**

**AND**

**Paragraph R2, I-4, I-5 and I-6 where there in are mentioned communications regarding complaints of burdening of the easement to the Plaintiff-City provide further boundary guidelines for scope.**

**The "purpose" for which the Plaintiff-City has rights for are delineated most definitively in it's the Deed of Easement 'Complaint Exhibit B' and as 'elaborated on' to this point in paragraphs R2, I-1 I-2 I-2, I-4, I-5**

**The request of I-4 is denied.**



**Objection:**

**Duplication as evidence herein, addendum to vexations as notice in this paragraph I-5.**

**I-6. Identify all persons with knowledge of any and all limits or restrictions on Plaintiffs' use of the Easement.**

**For purposes of Complaint, with meaningful specificity for any probative value leading to evidence directly related the Easement, I believe I am the only party, with appropriate level of combined legal, technical and conveyance, knowledge, and history and present or current or inclusive from the Authority's, inception, made public to, or through to the present for this side of the issue.**

**Personal attorney Dan Dean is somewhat familiar with the easement as peripheral to other property/personal related legal matters privileged.**

**Defendant and resident neighbors on the eight hundred feet section of W. Vine Dr., west of Overland Trail, north and south side, and neighbors along the Overland Trail arterial traffic corridor, have knowledge the "effects" to the degeneration of the safe and peaceful 'use' to/on the neighborhood as a result the "... Plaintiffs' 'use' of their facility, facilitated by of the "... Plaintiffs' 'use' of the Easement". Plaintiffs acquisition of the ID list is equally readily acquirable, if not more so, thru there own records, than by Defendant**

**Therefore Defendant admits request: Basis as a result of information in the above paragraph I-6.**

**I-7. Describe all reasonable means of access by which you contend Plaintiffs might access the Training Center.**

**Compliance with Plaintiff's is dependent upon Plaintiffs presentation to Defendant, a strict definition of "access" in the context of issue Complaint and/or the Deed of Easement.. As evidenced by this conflict, itself and by documents believe present within the issue, believed now or if not, in the future, relating failure of issue proponents to agree or agree to**

disagree, on a definition of “access” any reasonable reliance on ‘constructive rhetoric’ of this question would be an intellectual futility.

Therefore, Defendant must deny request; Not withstanding production of Plaintiff’s definition.

#### Objection

Objected to for lack of clarity and vexatious. Compliance dependent upon Plaintiffs definition of “access” the strict context of Complaint and or easements. A Presentation of even minimally and legally authoritative definition for the word access as part of the the phrase “right of way for access” is a continuous issue of vexation; Presently bring the issue to this point

## REQUESTS FOR PRODUCTION

R-1. Please produce any and all documents

- identified in answers to the interrogatories and
- relating to your answers to the foregoing requests for admission and interrogatories,
  - in support of your answers, or
  - used or relied upon in preparing your answers.

Duplication of requests and responded to with exception of “... used in preparing your answers”, as no pictures where relied upon.

Therefore, Defendant must deny request with basis of accomplish prior.

R-2. Please produce any and all pictures or videos concerning the Easement.

Defendant responsiveness to request will be unsorted pictures bulk, so far accumulated, forwarded separately upon compilation and then again with Exhibit designation. . Please confer for facilitating the document transfer.

R-3. Please produce any and all documents concerning the use of the Easement, including speed charts, logs of persons and/or vehicles accessing the easement, journal entries, time sheets, and any other memoranda concerning the use of the Easement.

**Defendant denies request in this Paragraph R-3.**

**Basis for denial equal to that in I-7. Essence of request hinged on the phrase "accessing the easement". Specifically the definition of the noun form for the verb "accessing". Defendant, within here at R-3 supplements as basis for denial incorporation of I-7.**

**Objection**

**Objected to with basis for lack of clarity and vexatious.**

**Compliance dependant upon Plaintiffs definition of "access" the strict context of Complaint and or easements. A Presentation of even minimally legally authoritative definition for the word "access" as part of the the phrase "right of way for access" is a continuous issue of vexation. An issue well within the capability of the Plaintiffs ; Lack of effort having brought the issue to this point**

**R-4. Please produce any and all documents related to any survey or professional delineation of the metes and bounds associated with the Gilmartin Property and/or the Easement.**

**Documents, as described in R-4 are known to exist at Larimer County Clerk and Recorder. Requested documents are really available to Plaintiff via said County Recorder Defendant has knowledge that Plaintiff(s) have regular communication with the governmental entity. None not available there, Defendant has no knowledge of.**

**Therefore Plaintiff denies the request as documents.**

**Basis in denial documents readily available, if not more readily available to Plaintiffs.**

**R-5. Please produce any and all documents related to your ownership of the Gilmartin Property, including but not limited to any title commitments, title policies, chains of title, title searches, tax assessments, tax records, and records regarding any foreclosure proceedings.**

**All documents requested here in R-5 are known to available as with R-4 above. Any that are not Defendant has no knowledge of or claims as irrelevant information to the issue, Notwithstanding arising issues or events to the contrary to the above -**

**Defendant denies the request for production**

**Objection;**

**Claim of overreach, unduly addendum to minor veraciousness. overreach and inappropriate and burdensome for the matters related Complaint. Documents not equally available and applicable to Plaintiff, will be assessed and forwarded.**

**6. Please produce any and all communications related to this Dispute, including but not limited to any and all social media postings, emails, text messages, and/or voicemails discussing, in whole or in part, Poudre Fire Authority (including all of its officials, directors, officers, agents, and employees), the Easement, and/or the Deed of Easement.**

**Defendant denies production**

**There are no known social media posting originating for Defendant**

**Any requested "communications" "discussing, in whole in part , (PFA) (including... employees ) and Plaintiff –City are equally, if not more readily, accessible to Plaintiffs own files. Defendant is available to confer of any questionable related issues.**

**Any other sources or destination for request documents are either without basis or of no value not reasonable calculated to lead to discovery of admissible evidence for either proponent. For any changes or request with more specificity Defendant will confer.**

**Objection**

**Basis in egregious overreach**

- **inappropriate**
- **burdensome**
- **partially readily self sourced**
- **standing alone – vexatious**

VERIFICATION FOR  
ANSWERS/RESPONSES TO INTERROGATORIES

I certify under penalty of perjury that the foregoing Answers/Responses to Interrogatories are true and correct to best of my intents and knowledge.

Dated this day May 15, 2017

A handwritten signature in black ink that reads "Keith Gilmartin". The signature is written in a cursive style and is positioned above a horizontal line.

**Keith Gilmartin**

Defendant  
Keith Gilmartin  
3316 W. Vine Dr.  
Fort Collins, CO 80521  
Keithgil2@gmail.com

# CERTIFICATE OF MAILING

I hereby certify that, I placed a true and correct copy of the foregoing

## DEFENDANT RESPONSE TO REQUESTS FOR ADMISSIONS AND PRODUCTION

BY:

Email

a copy in the United States Mail, postage prepaid, addressed to party(s)

MAILING ADDRESS:

IRELAND, STAPLETON PRYOR & PASCOE, PC  
717 17 St. Suite 2800  
Denver, Colorado 80202

EMAIL:

Kelly Duke  
kduke@irelandstapleton.com

Benjamin Larson  
blarson@irelandstapleton.com

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RESPECTFULLY SUBMITTED this May 15, 2017



Keith Gilmartin