COUNTY COURT , LARIMER COUNTY, COLORADO **Court Address:** **201 La Porte Avenue,** **Suite 100** **Fort Collins, CO 80521-2761** **(970)494 3720**	FILED IN COMBINED COURT LARIMER COUNTY, COLO. DATE FILED: July 20, 2017 CASE NUMBER: 2016CV31096 JUL 20 2017 SHERLYN K. SAMPSON
CITY OF FORT COLLINS **&** **POUDRE FIRE AUTHORITY** **vs.** **Defendant(s):** **KEITH GILMARTIN**	**COURT USE ONLY**
Attorney or Party Without Attorney Name and Address: **DEFENDANT- KEITH GILMARTIN-PRO SE** 3316 W VINE DR. FORT COLLINS, CO 80521 Phone Number: (970) 412 6906 E-mail:keithgil2@gmail.com	Case Number: **2016CV31096** Courtroom **3C**

DEFENDANT STATEMENTS
PROPOSED STIPULATED TRIAL MANAGEMENT ORDER-

Comes now Defendant Keith Gilmartin in conjunction with the above captioned litigation and the pending PROPOSED STIPULATED TRIAL MANAGEMENT ORDER presents Defendant positions

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I.STATEMENT OF CLAIMS AND DEFENSES

B. DEFENDANT'S STATEMENT OF CLAIMS AND DEFENSES

Plaintiff Poudre Fire Authority leased an allotment of land (leased land) from CSU under a lease and agreement of mutual benefit. An access to the isolated property was dependent upon obtaining and access from a thoroughfare to the proposed CSU property thru Defendant's property. Such an easement was arranged in 1991 with

Plaintiff City of Ft Collins under the terms of an easement from the west terminus of W Vine Dr. to the leased land.

Since that date the facility has been expanded in uses and footprint on the leased land and subsequently on impacted the neighborhood beyond presumption, of stipulated standards for such in County and City standards. Additionally the City of Ft Collins has endorsed uses of the easement beyond the expressed and that which in context could flow from their rights in the easement.
Since 2000 efforts have been made to acquire fee ownership of Defendant property in whole. Revelations, in writing, in the form of prognostications ,CSU personal have extolled plans for expansion from the open spaces adjacent and west to the 'leased land'. Defendant holds belief that Plaintiff's efforts are an 'eminent domain' work around; as there was and alternative approach to the 'leased land' and has of late become more prominent, and used and sign directed.

Since 2010 and more critically the change of leadership in the two entities issues have reached untenable levels of encroachment and encumbering of the easement.
It is asserted that these actions under color and stipulations as governmental authority and to law enforcement , have interfered and impinged on Defendants rights; Transgressions Safe and peaceful use of Defendants property being the minimum.

II. STIPULATED FACTS
B. DEFENDANTS ADJUSTMENT TO STIPULATED FACTS

Defendant incorporates facts and position standing alone or as may be contrary to Plaintiffs' stipulations, as stated in the MANAGEMENT ORDER of March 30, 2017.

Per issues stated in PROPOSED MANAGEMENT ORDER OF JULY 19, 2017.

Defendant stipulates to Plaintiffs' STIPULATED FACTS points 1, 2, 3, 5, and 7

Defendant stipulates to item 4 only to the extent of title and as 1 use of several uses of the facility not related to training.

Item 6 is not stipulated to. From experiences in this litigation with Plaintiffs', the attributes for defining words take on a 'freewheeling' and expansive nature. As

such the word "benefited" in conjunction with the easement must be expressed, before Defendant can stipulate.

III. PRETRIAL MOTIONS.

A. PENDING MOTIONS

It is stipulated that MOTION FOR PARTIAL SUMMARY JUDGEMENT is pending. It is anticipated that given the present status of litigation and the interval since the early submittal of same, that adjudication would be reserved for trial.

B. ANTICIPATED MOTIONS

Defendant anticipates several motions including
Clarification of ' from the bench statement with significant implications if not rulings related to the extent of rights of the Defendant; thus implications towards Plaintiffs'.

Defendant is presently pursuing confirmation and documentation for medical issues that have had and WILL have significant effect the ability to respond to a defense of Plaintiff's Complaint; thus an impact on the needed to be reflected in the CASE MANAGEMENT.

IV. TRIAL BRIEFS

Defendant reserves his rights regarding Trial Briefs. There is a preference for such in consideration of the perceived shotgun approach to presentation of discovery so as to efficiently pursue resolution of the litigation in a matter consistent with the intent of the C.R.C.P for calls for co-operation and civility in efforts to resolve the issue ; The court being the last resort.

V. ITEMIZATION OF DAMAGES OR OTHER RELIEF SOUGHT

B. DEFENDANT

Defendant seeks elimination of all of Plaintiff's claims, enjoin Plaintiff to minimization of rights spelled in the agreement and or reversion of easement to Defendant with

sufficient cause or basis including finding of the presence of alternative access. Additionally as may be allowed by law and finding of the court.

VI. INDENTIFICATION OF WITNESS AND EXHIBITS

A. WITNESSES

ii. Defendant:

As allowed by the Court in conjunction with Motion to be in conjunction with medical issues to be filed.

B. EXHIBITS:

ii. Defendant:

As allowed by the Court in conjunction with Motion to be in conjunction with medical issues to be filed.

D. DEPOSITONS ...

As allowed by the Court in conjunction with Motion to be in conjunction with medical issues to be filed.