

DISTRICT COURT, LARIMER COUNTY, COLORADO Larimer County Justice Center 201 La Porte Avenue Suite 100 Fort Collins, CO 80521 970-494-3500	DATE FILED: October 6, 2017 11:04 AM CASE NUMBER: 2016CV31096
<b>Plaintiffs:</b> CITY OF FORT COLLINS, a Colorado municipal corporation; and Poudre Fire Authority, a Colorado public entity,  v.  <b>Defendant:</b> KEITH GILMARTIN, an individual.	<p style="text-align: center;"><b>▲ COURT USE ONLY ▲</b></p>
	Case No.: 2016CV31096  Ctrm: 3C
<b>FINDINGS OF FACT          CONCLUSIONS OF LAW          AND ORDER</b>	

THIS MATTER came before the Court for trial on August 14-15, 2017. Plaintiffs the City of Fort Collins (the "City") and the Poudre Fire Authority (the "Authority"), were represented by Kelley B. Duke and Benjamin J. Larson of the law firm of Ireland Stapleton Pryor & Pascoe, PC. Defendant Keith Gilmartin appeared *pro se*, without counsel. The Court, having considered the briefing submitted and the relevant legal authorities, the evidence presented at trial, and the proposed findings of fact and conclusions of law submitted by the parties, enters the following findings of fact, conclusions of law, and order:

## **I. PROCEDURAL HISTORY**

1. The Authority filed its initial Complaint on November 18, 2016, asserting claims for trespass and private nuisance seeking to enjoin Defendant Gilmartin from interfering with certain rights under a certain Deed of Easement dated January 15, 1991, conveyed by Defendant Gilmartin and his parents to the City of Fort Collins (the "Deed of Easement"). On March 27, 2017, an amended Complaint was filed by Plaintiffs joining the City of Fort Collins as a party plaintiff and seeking a declaration of Plaintiffs' rights under the easement that is the subject of the Deed of Easement (the "Easement").

2. On May 15, 2017, Plaintiffs filed a Motion for Partial Summary Judgment concerning the scope of the Easement.

3. On June 8, 2017, Judge Howard entered a Temporary Restraining Order against Mr. Gilmartin enjoining him from, among other things, engaging in threatening, intimidating, or harassing behavior directed at people using the Easement. By stipulation of the parties, the Court subsequently entered a Preliminary Injunction against Mr. Gilmartin, enjoining him in the same manner as in the Temporary Restraining Order. The parties have stipulated that the terms of the Preliminary Injunction continue until the Court has ruled on this matter.

4. On August 3, 2017, the Court granted, in part, Plaintiffs' Motion for Partial Summary Judgment, ordering that: (1) the Easement is a public easement for establishing a right-of-way for access to the Poudre Fire Authority Training Facility; (2) Plaintiffs and their respective directors, officers, employees, volunteers, agents, guests, and invitees may use the Easement for ingress and egress to the Poudre Fire Authority Training Facility; and (3) any further interference by Mr. Gilmartin with Plaintiffs' right of access under the Deed of Easement will constitute trespass and private nuisance. The Court reserved for trial whether the scope of

the easement extended beyond merely allowing ingress and egress to the training facility as claimed by Mr. Gilmartin, or in the alternative, whether the Deed of Easement established a public roadway "for all uses that a public roadway may be used as authorized by the City." Plaintiffs argue that the Deed of Easement was intended as a common law dedication of a public roadway. Defendant Gilmartin contends that the grant of easement was solely intended to convey the right of ingress and egress to the Authority training facility and was not intended to dedicate the easement for use of a public street and all uses incident thereto.

5. Trial in this matter was conducted over the course of two days on August 14 and 15, 2017. Plaintiffs produced evidence at trial regarding the granting of the Deed of Easement, the historical uses of the easement, and actions by Defendant Gilmartin to interfere with the use of the easement.

6. Defendant Gilmartin failed to timely designate witnesses or exhibits for trial even after the Court provided Defendant with an extension of time to do so. As a consequence, the Court precluded Defendant Gilmartin from presenting testimony at trial other than his own direct testimony. Based upon the evidence presented at trial, including exhibits received by the Court and after considering controlling legal authority, the Court makes the following findings of fact, conclusions of law, and order.

## **II. FINDINGS OF FACT**

7. The City is a municipal corporation organized under the laws of the State of Colorado. Fort Collins Charter Art. I, § 1.

8. The Authority is a public entity formed in 1981 by an Intergovernmental Agreement between the City and the Poudre Valley Fire Protection District. [Pl Ex. 25].

9. Defendant Gilmartin resides at 3316 West Vine Drive, Fort Collins, Colorado 80521 ("Gilmartin Property"). The Gilmartin Property is located to the north and east of a training facility operated by the Authority located at 3400 West Vine Drive in Fort Collins, Colorado. An aerial view depicting the location of the Gilmartin Property and the training facility was introduced at trial as Plaintiff's Exhibit 47.

10. On January 15, 1991, Defendant Keith Gilmartin and his parents, Hubert Gilmartin and Florence Gilmartin, in exchange for the payment of \$4,669.00, conveyed to the City an easement described in a certain "Deed of Easement" which granted, in pertinent part:

"a perpetual easement and right-of-way to install, operate, maintain, repair, reconstruct, replace, inspect and remove, at any time and from time to time public improvements (including without limitation, street, utilities, sidewalk and drainage), together with a right-of-way for access on, along, through and under all of the hereinafter described real property . . . .'" [Pl. Ex. 4]<sup>1</sup>

11. Defendant Gilmartin was living in California at the time of the signing of the Deed of Easement. Other than signing the document, Defendant Gilmartin was not involved in any negotiations related to the easement nor did he provide any evidence or testimony at trial as to any negotiations regarding the scope of the easement discussed at the time of or before the conveyance.

12. The Deed of Easement indicates that the grant was "Accepted by the City of Fort Collins, Colorado this 17 day of January 1991." It is signed by the then City Manager and approved as to form by the Assistant City Attorney. [Pl. Ex. 4].

13. The property on which the Authority's training facility is located is the property benefited by the easement. Pursuant to a 2014 Intergovernmental Agreement [Pl. Ex. 25] and an October 12, 2016, Intergovernmental Agreement entered into by and between the City and the

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<sup>1</sup> The Deed of Easement was re-recorded on March 15, 2011, with the Larimer County Clerk and Recorder at Reception No. 20110016645 in order to correct an error in the legal description.[Pl. Ex. 8].

Authority, the Authority has the power, duty, and responsibility to maintain, operate, manage, control, and assert all rights under and pursuant to the Easement. [Pl. Ex. 43].

14. The deeded easement is located to the west of Vine Drive, a public street which ends at the Gilmartin Property. The conveyed easement is 70' in width and extends west approximately 1,313 feet to the entrance of the Authority training facility. [Pl. Ex. 4].

15. There was no evidence presented at trial with regard to specific negotiations occurring in 1991 related to the conveyed easement. Hubert Gilmartin and Florence Gilmartin have both passed away and the City did not provide testimony from any representatives of the City who may have been involved in the negotiations. Accordingly, no extrinsic evidence was offered at trial as to the intention of the parties with regard to the scope of the easement at the time that the conveyance was made.

16. The Plaintiffs did provide the testimony of current Deputy City Manager, Jeff Mihelich, who has been employed with the City for approximately 3 ½ years. Mr. Mihelich testified, without objection from Defendant Gilmartin, that the Deed of Easement conveyed a public easement and public right of way to install public improvements, including a public street. Accordingly, Mr. Mihelich testified that the easement created a public street and the City has always treated the easement as a public street. Mr. Mihelich testified that the City commonly obtains public rights-of-way through deeded easements rather than by a statutory dedication set forth in a plat and accepted by the City. Mr. Mihelich testified that public rights-of-way are treated as “public streets” and regulated by the City with regard to appropriate speeds, parking, turning around, and other uses of public streets. The Court finds, however, that Mr. Mihelich’s testimony on behalf of the City is not particularly helpful in assisting the Court to determine the intention of the parties as to the Deed of Easement at the time that of the conveyance in 1991.

17. Plaintiffs presented evidence at trial regarding the specific boundaries of the easement. In particular, Steven Parks, a senior project coordinator for King Surveyors, Inc. testified regarding the confirmed location of the easement by survey conducted in July 2013. [Pl. Ex. 16].

### **Historical Use of the Easement**

18. The testimony presented at trial established that in approximately 1995 Plaintiffs paved a portion of the easement. The paved portion of the easement is approximately 25' to 30' in width with a shoulder on either side of the paved portion of the easement to allow for parking or to allow vehicles to turn around. The evidence presented further established that the Plaintiffs have maintained and improved the shoulders on either side of the paved portion of the easement.

19. Plaintiffs presented evidence at trial that from the time of the grant of easement in 1991 until approximately 2010, there were no difficulties or complaints by the Gilmartins regarding use of the easement. Plaintiffs presented the testimony of Michael Gress, a 36-year employee of the Authority, who worked as the Battalion Chief for the Authority's Training Division commencing in 1995. Mr. Gress testified that the relationship with the Gilmartins was cordial and that they worked cooperatively together with regard to issues related to the easement. Mr. Gress testified that the easement was used by the public for parking, parking fire apparatus in the easement, turning vehicles around, and for access to the training facility by members of the Authority and the public. Mr. Gress testified that he had no complaints from the Gilmartins with regard to the use of the easement. The evidence presented at trial establishes that the public has been able to, and has accessed, the easement from West Vine Drive since the paved roadway was installed. The City has, from time to time, improved the shoulders on either side of the paved

portion of the roadway with road base and gravel to allow for parking and for vehicles to turn around within the easement.

20. Based upon the evidence presented at trial, speed limit signs have been posted within the easement by the City indicating that drivers should not exceed 25 miles per hour within the easement.

### **Interactions with Defendant Gilmartin Regarding the Easement**

21. Mr. Gress testified that after Defendant Keith Gilmartin moved to the Gilmartin Property, the Authority started having negative interactions with Defendant and that Defendant treated use of the easement differently from the historical use established while Defendant's parents occupied the Gilmartin Property. Mr. Gress testified that Defendant Gilmartin would take photos of persons using the easement, that he would approach vehicles using the easement and attempted to intimidate and block vehicles from using the easement to access the training facility, and that Mr. Gilmartin would harass fire personnel entering and leaving the training facility. Mr. Gress testified regarding specific instances of conduct by Defendant Gilmartin which were concerning and which prompted contact with local law enforcement officers including an episode where Mr. Gilmartin welded the chain attached to a gate to access Colorado State University property shut [Pl. Ex.6] and an episode of Defendant Gilmartin yelling at and taking pictures of persons traveling along the easement [Pl. Ex. 10]. Mr. Gress testified regarding incidents in which Defendant Gilmartin would make threatening gestures to persons using the easement, pointing his finger as if to have a gun, and making a gesture suggesting the thrashing of one's throat.

22. Mr. Gress further testified regarding incidents in which Defendant Gilmartin interfered with and intimidated a landscape crew performing maintenance within the easement

and an incident in which Defendant Gilmartin had a confrontation with fire personnel training within the easement to turn a fire truck around within the easement. [Pl. Ex. 27 and 29]. Mr. Gress testified that there were numerous other episodes where law enforcement was not contacted involving intimidating behavior on the part of Defendant Gilmartin. Mr. Gress testified that based upon Mr. Gilmartin's continuing behaviors, the Authority staff and firefighters were intimidated by Mr. Gilmartin. Finally, Mr. Gress testified as to episodes where Defendant Gilmartin would appear suddenly or reportedly jump in front of vehicles traveling along the easement. Mr. Gress testified that he was concerned about the impact of Mr. Gilmartin's conduct with regard to the safety of Authority employees and members of the public.

23. Plaintiffs also presented the testimony of Randy Callahan a Battalion Chief for the Authority who has maintained an office at the training facility since March 2013. Mr. Callahan testified regarding continuing interactions with Defendant Gilmartin with regard to the easement. Mr. Callahan testified that he has received complaints of Mr. Gilmartin's behavior including yelling and cursing at persons traveling along the easement, jumping in front of vehicles, and striking vehicles with his hands. Mr. Callahan testified regarding several specific instances in which Defendant Gilmartin had intimidated or threatened individuals traveling along the easement [Pl. Ex. 13, 14 and 15] which prompted involvement from law enforcement from the Larimer County Sheriff's Office and the Colorado State University Police Department [pl. Ex. 42].

24. Mr. Callahan further testified regarding Defendant Gilmartin's actions in which Defendant placed a total of 15-20 large tree stumps on either side of the paved portion of the easement and then connected the tree stumps with wooden rails in an attempt to prevent people from turning around within the easement. [Pl. Ex. 37 and 38]. Mr. Callahan also testified that

Defendant Gilmartin had posted signs at the entry of the easement restricting use to Authority personnel and utilizing the Authority logo without proper permission. [Pl. Ex. 44].

25. Finally, Mr. Callahan testified regarding a recent incident occurring on June 2, 2017, in which Defendant Gilmartin reportedly walked in front of the vehicle of a firefighter, Mark Swihart, who was traveling to the training facility. At the time of the incident, Mr. Swihart reported that he had to rapidly brake in his vehicle to avoid striking Defendant Gilmartin who walked directly into the street to obstruct Mr. Swihart's vehicle. Defendant Gilmartin then reportedly yelled at Mr. Swihart and banged forcefully on the passenger side windows of Mr. Swihart's vehicle. Mr. Swihart testified at trial regarding the incident and reported that he was fearful for his safety and described Defendant Gilmartin's behavior as actively belligerent toward him.

26. Officer Adam Smith from the Colorado State University police department testified at trial regarding on-going interactions with Defendant Gilmartin related to use of the easement. Officer Smith testified that he is at the Colorado State University site located on W. Vine Drive frequently. He testified that the CSU police department has been contacted frequently with regard to alleged harassing behaviors by Defendant Gilmartin. Officer Smith testified that there have been approximately ten documented encounters with Mr. Gilmartin over the last few years and countless undocumented interactions where a report has not been prepared. Officer Smith testified that Mr. Gilmartin's continuing behavior with regard to use of the easement is intimidating and that his behavior has burdened public law enforcement and particularly the CSU police department.

27. As noted above, Plaintiffs introduced numerous police reports from the Larimer County Sheriff's Office and the Colorado State University Police Department which document

on-going activities by Defendant Gilmartin to obstruct, intimidate, and harass firefighters, landscape crews, and members of the public from using the easement. Defendant Gilmartin testified at trial with regard to several of the specific incidents which had been referenced by Plaintiffs. Defendant Gilmartin disputed many of the details of specific incidents and denied any improper motivation with regard to his activities. Defendant Gilmartin's testimony regarding the incidents was, in many respects, directly contrary to sworn testimony provided by representatives from the Authority and Defendant attempted to minimize the impact of his actions. The Court did not find Defendant Gilmartin's testimony credible with regard to many of the events. Based upon the evidence presented, the Court finds and the evidence establishes that Defendant Gilmartin has continuously acted in a manner to intimidate, harass, and obstruct use of the easement conveyed to the City over the course of the last several years. Defendant Gilmartin's actions have unreasonably interfered with the use of the easement and reasonable access to the training facility by agents and employees of the Authority as well as members of the public.

28. Notwithstanding his documented behaviors, on cross examination at trial Defendant Gilmartin conceded that the Deed of Easement allows the City to install "public" improvements on the easement including street improvements and sidewalks. Defendant Gilmartin insisted, however, that the Deed of Easement did not provide for use of the easement beyond ingress and egress to the training facility and that his actions particularly with regard to the shoulders on either side of the paved portion of the roadway have not interfered with ingress and egress to the training facility.

### **III. CONCLUSIONS OF LAW**

29. The Court must first determine the proper scope of the easement conveyed in the Deed of Easement by the Gilmartins to the City in 1991. The parties clearly dispute what was

intended by the granting of the easement. Plaintiffs contend that the Deed of Easement was intended to establish a public roadway to be used by the public as authorized by the City. Defendant Gilmartin argues that the Deed of Easement merely provides an easement for the purpose of ingress and egress to the Authority's training facility and does not permit the Authority to use the easement for all uses for which a public street may be used. Defendant Gilmartin argues that the Plaintiffs do not have the right to park vehicles in the easement and do not have the right to conduct training exercises within the easement.

30. Plaintiffs contend that under Colorado law a dedication of land to a public use may be made either according to the common law or pursuant to statute. *City and County of Denver v. Publix Cab Co.* 308 P.2d 1016 (Colo.App. 1957). Plaintiffs concede that there has not been a statutory dedication of the roadway pursuant to C.R.S. §31-23-107 but rather Plaintiffs contend that there has been a "common law dedication of a public roadway" evidenced by the Deed of Easement. A common law dedication requires that (1) the property owner unequivocally intended to dedicate the property and (2) the governmental authority accepted the dedication. *Turnbaugh v. Chapman*, 68 P.3d 570 (Colo.App. 2003). Both the dedication and acceptance may be shown by an instrument in writing or by acts and declarations. *Mitchell v. Denver*, 78 P. 686 (Colo. 1904).

31. Plaintiffs contend that a common law dedication has been established by both the conveyance reflected in the Deed of Easement as well as the acts and use of the easement as a public roadway for several years after the easement was conveyed to the City without any objection by Defendant Gilmartin's parents.

32. Whether there has been a common law dedication is a question of fact. The general rule is that the decision of the trial court based on substantial though conflicting evidence

is binding on appeal. *City and County of Denver v. Publix Cab Co., supra*. Unless prohibited by statute, an offer, constructive or actual, to dedicate a street can be made by a municipal corporation as well as by a private owner. *McQuillin Municipal Corporations*, 3rd Edition, Vol. 10, p. 104, and Vol. 11, p. 616.

33. Here Plaintiffs argue that the plain language of the Deed of Easement clearly evidences an intention to make a common law dedication which was accepted by the City. As noted above, the specific language of the Deed of Easement conveys to the City:

“a perpetual easement and right-of-way to install, operate, maintain, repair, reconstruct, replace, inspect and remove, at any time and from time to time public improvements (including without limitation, street, utilities, sidewalk and drainage), together with a right-of-way for access on, along, through and under all of the hereinafter described real property . . . .”

34. The City emphasizes the specific language of the Deed of Easement which grants a perpetual easement to “install, operate, maintain . . . public improvements (including without limitation, street, utilities, sidewalk and drainage).” Alternatively Defendant Gilmartin focuses on the language of the conveyance reflecting the use of the easement which provides a right-of-way “for access” presumably to the training facility.<sup>2</sup>

35. Apart from the plain language of the Deed of Easement, neither party presented extrinsic evidence regarding the specific intent of the parties at or near the time of the conveyance. *See Lazy Dog Ranch v. Telluray Ranch Corp.*, 965 P.2d 1229 (Colo. 1998)(extrinsic evidence may not be used to contradict the language of the written instrument but may be used to explain and give context to the language employed). Accordingly, the Court must determine the intent of the parties based upon the specific language employed in the Deed of Easement. The Court’s paramount concern in construing a deed is to ascertain the intentions

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<sup>2</sup> Plaintiffs accurately point out that the deed of easement makes no mention or reference to the training facility.

of the parties. *Id. citing Notch Mountain Corp. v. Elliott*, 898 P.2d 550 (Colo.1995); *Percifield v. Rosa*, 122 Colo. 167, 177, 220 P.2d 546, 551 (1950).

36. In interpreting the terms of the Deed of Easement, the Court is guided by well recognized principles of contract interpretation. First, the Court must not view clauses or phrases in isolation. *East Ridge of Fort Collins, LLC v. Larimer and Weld Irrigation Co.*, 109 P.2d 969 (Colo. 2005). This principle guards against a reading of the deed of easement that would “yield an absurd result”—and run inconsistent with the purpose of the agreement. *Atmel Corp. v. Vitesse Semiconductor Corp.*, 30 P.3d 789, 793 (Colo.App.2001). Rather, the Court must examine the deed of easement as a whole and attempt to determine the intent by reference to *all* of the agreement’s terms and provisions. *East Ridge., supra*, 109 P.3d at 973.

37. Relying upon these principles, the Court finds that by the language of the Deed of Easement, the Gilmartins intended to and did convey the right to the City to install a public street for the purpose of establishing a right-of-way across the Gilmartin Property. Any other reading of the Deed of Easement would require the Court to ignore the specific language in the Deed of Easement which expressly permits the City to “install, operate, maintain...public improvements” including but not limited to a public street. Accordingly, the Court finds that the Gilmartins intended to dedicate the property within the easement to a public purpose for use as a public street.

38. The evidence further establishes that the City accepted the dedication to a public use as reflected in the language of the recorded Deed of Easement which notes “Accepted by the City of Fort Collins, Colorado this 17day of January, 1991” and signed by then City Manager. Accordingly, the Court finds that the Plaintiffs have established the elements for a common law dedication.

39. The Court's determination regarding the intended scope of the Deed of Easement is also consistent with the historic use of the easement as public street for nearly twenty years without objection or interference by the Gilmartins after the conveyance of the easement to the City in 1991. The evidence presented at trial established that the easement has been accessible and used by the public since it was granted. A paved street was installed within the easement in approximately 1995 and the easement has been used for all purposes for which a public street may be used since that time. Speed limit signs have been posted within the easement by the City evidencing the City's intent to regulate traffic within the easement.

40. The Court therefore finds that the easement is a public roadway and can be used by the public, including the Plaintiffs, for all uses that a public roadway may be used as authorized by the City of Fort Collins.

#### **Plaintiffs' Request for Permanent Injunction Against Defendant Gilmartin**

41. The evidence presented at trial established, and the Court finds, that Defendant Gilmartin has acted in a manner to obstruct, interfere, intimidate, and harass firefighters, landscape crews, and members of the public from using the easement for its intended purpose. Such actions on the part of Defendant Gilmartin have been intentional and purposeful and have unreasonably interfered with the intended use of the easement.

42. Plaintiffs do not seek damages with regard to Plaintiffs' claims for trespass or private nuisance related to the easement but rather seek a permanent injunction to enjoin Defendant Gilmartin from continued interference with the use of the easement.

43. In order to establish a right to a permanent injunction, the Plaintiffs must establish that (1) Plaintiffs have succeeded with regard to the merits of their claims, (2) irreparable harm

will result unless injunctive relief is granted, (3) the threatened injury or harm outweighs the harm that the injunction may cause to the opposing party, and, finally, (4) that injunctive relief, if granted, will not adversely affect the public interest. *Dallman v. Ritter*, 225 P.2d 610 (Colo. 2010).

44. In weighing the requirements for imposing injunctive relief, the Court finds that Plaintiffs have succeeded in establishing the merits with regard to each of their claims. The Court further finds that continued interference and obstruction by Defendant Gilmartin with regard to use of the easement will result in irreparable harm and raise significant issues related to public safety in absence of the issuance of a permanent injunction. The continuing threat to persons utilizing the easement clearly outweighs the burden of injunctive relief that would be imposed on Defendant Gilmartin to refrain from interfering, obstructing, or harassing persons using the easement. Finally, issuing the requested injunctive relief will not adversely affect the public interest, but rather, will serve the public interest. Accordingly, the Court grants Plaintiffs' request for injunctive relief and makes its prior order issued in this matter permanent.

#### **IV. ORDER**

Based upon the Court's findings of fact and conclusions of law set forth above, the Court enters the following order:

A. The Court declares that the Deed of Easement dated January 15, 1991, by and between Hubert Gilmartin, Florence Gilmartin, and Keith Gilmartin and the City of Fort Collins conveyed an easement to the City of Fort Collins to establish a public roadway and to install, operate, and maintain public improvements including but not limited to a public street for use by the public as authorized by the City of Fort Collins. The use of the public roadway may include any permitted uses of a public roadway as authorized by the City of Fort Collins. Plaintiffs and

their respective directors, officers, employees, volunteers, agents, guests, and invitees including members of the general public may use the easement for such purposes.

B. The Court permanently enjoins Defendant Gilmartin, at all times and on all days, from 1) interfering with any person using the easement conveyed by the Deed of Easement (the “Easement”) to access the Authority’s training facility; (2) placing anything whatsoever within the Easement (Mr. Gilmartin is allowed to use his property within the easement, including using it to access other parts of the Gilmartin property so long as he does not interfere with the use of the easement), (3) from placing any sign, barrier, or other object that interferes with the use and enjoyment of the Easement, (4) engaging in threatening, intimidating, or harassing behavior directed at people using the Easement such as shouting, cursing, or making threatening gestures, and (5) encouraging, inciting, or securing other persons to interfere with Plaintiffs’ rights under the Deed of Easement. Failure to abide by the material terms of the Court’s injunction shall be grounds for a finding of contempt of court as defined in C.R.C.P. Rule 107.

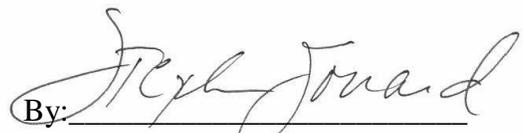
C. Within ten (10) days of the entry of this Order, Defendant Gilmartin shall remove the existing signs on the Gilmartin Property depicted in Exhibit 44 introduced at trial which purport to limit access within the Easement to Poudre Fire Authority personnel.

D. Plaintiffs shall have 21 days from the entry of this Order in which to file a bill of costs.

SO ORDERED this 6<sup>th</sup> day of October, 2017.

BY THE COURT:



By:   
District Court Judge