

DISTRICT COURT, COUNTY OF LARIMER, STATE OF COLORADO 201 La Porte Avenue, Suite 100 Fort Collins, Colorado 80521 (970) 494-3500	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
Plaintiff: LOVELAND EISENHOWER INVESTMENTS, LLC, a California limited liability company, v. Defendants: THE CITY OF LOVELAND, THE GREELEY AND LOVELAND IRRIGATION COMPANY, a Colorado non-profit corporation, and JOHN DOES 1 through 50 <i>Attorney for Defendant The Greeley and Loveland Irrigation Company</i> OVERTURF McGATH & HULL, P.C. Mark C. Overturf, # 15188 625 E. 16 th Avenue, Suite 100 Denver, Colorado 80203 Telephone: 303.860.2848 Facsimile: 303.860.2869 E-mail: mco@omhlaw.com	
DEFENDANT THE GREELEY AND LOVELAND IRRIGATION COMPANY'S ANSWER AND JURY DEMAND	

Defendant **THE GREELEY AND LOVELAND IRRIGATION COMPANY** (hereinafter "Defendant" or "GLIC"), through its attorneys, **OVERTURF McGATH & HULL, P.C.** hereby answers Plaintiff's Complaint as follows:

1. GLIC is without sufficient information or knowledge to form a belief or opinion as to the allegations in paragraphs 1, 4, 6, 7, 9, 10, 19, 21, 22, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 54, 55, 56, 61 and 62 of Plaintiff's Complaint and therefore denies same.
2. GLIC admits the allegations in paragraphs 2, 3, 5, and 18 of Plaintiff's Complaint.
3. The allegations in paragraphs 8, 11, 12, 13, 14, 15, 20 and 26 of Plaintiff's Complaint are based on historical documents that speak for themselves, and GLIC denies any interpretation of the facts set forth therein contrary to its interests.
4. GLIC admits that it continues to honor all contractual obligations that it has, but denies the remaining allegations in paragraph 16 of Plaintiff's Complaint.

5. GLIC admits that there are a total of 1590.4 contractual inches of water available to the contract users under the Chubbuck agreement, equivalent to 41.3504 cubic ft. per second, but is without sufficient information or knowledge to form a belief or opinion as to the remaining allegations in paragraph 17 of Plaintiff's Complaint and therefore denies same.

6. GLIC admits it objected to the City of Loveland's most recent change case of Chubbuck inches involving a separate contract user, but denies the remaining allegations in paragraph 25 of Plaintiff's Complaint.

7. GLIC admits it did not inform any strangers to the agreement with the City of Loveland of its settlement terms, denies any implication that GLIC had any duty to inform any strangers, including LDI, of the agreement, and is without sufficient information or knowledge to form a belief or opinion as to the remaining allegations in paragraph 27 of Plaintiff's Complaint and therefore denies same.

8. GLIC admits it negotiated with LEI regarding an easement eventually reduced to writing and entered into December 16, 2010, which speaks for itself, admits it had discussions regarding a joint recreation trail and ditch rider road, but denies the remaining allegations in paragraphs 50 and 51 of Plaintiff's Complaint.

9. GLIC admits its settlement agreement with the City of Loveland in the water court case was executed in April 2010, but is without sufficient information or knowledge to form a belief or opinion as to the allegations set forth in paragraph 52 of Plaintiff's Complaint and therefore denies same.

10. GLIC admits that LDI was not a party to the Settlement Agreement, but is without sufficient information or knowledge to form a belief or opinion as to the remaining allegations in paragraph 53 of Plaintiff's Complaint and therefore denies same.

11. GLIC denies the allegations in paragraphs 23, 24, 57, 58, 59, 60, 83, 84, 85, 86, 87, 89, 90, 91, 93, 94, 95, 96, 98, 99, and 100 of Plaintiff's Complaint.

12. The allegations in paragraphs 64, 65, 66, 68, 69, 70, 71, 73, 74, 75, 76, 77, 78, 79, 80 and 81 are not directed GLIC, thus requiring no response, however to the extent any facts alleged in these paragraphs are construed against the interests of GLIC, they are denied.

13. GLIC incorporates its responses to the allegations incorporated into paragraphs 63, 67, 72, 82, 88, 92, and 97 of Plaintiff's Complaint.

14. GLIC denies all allegations in Plaintiff's Complaint which are not specifically admitted above.

AFFIRMATIVE DEFENSES

1. Plaintiff's Complaint fails to state a claim upon which relief may be granted.
2. Plaintiff's claims are barred or reduced by Plaintiff's comparative fault pursuant to C.R.S. §13-21- 111.5.
3. Plaintiff's claims are barred or reduced by Plaintiff's failure to take reasonable steps under the circumstances to minimize or mitigate their alleged losses or damages.
4. GLIC's actions were at all times privileged and lawful.
5. Plaintiff's alleged losses or damages were the result of actions of third parties over whom GLIC had no control or right of control.
6. Plaintiff's claims may be barred or reduced by the applicable statute of limitations.
7. Plaintiff's claims are barred or reduced by the doctrine of laches.

WHEREFORE, having answered Plaintiff's Complaint, Defendant GLIC prays that the same be dismissed, with prejudice, and that Defendant be awarded its costs of suit and such further relief as the court deems just and proper.

Defendant GLIC Demands a Jury on All Issues so Triable.

DATED this 27th Day of May, 2016.

Respectfully submitted,

**OVERTURF, McGATH,
& HULL, P.C.**

By s/Mark C. Overturf

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Denver, Colorado 80203
*Attorneys for Defendant The Greeley and Loveland
Irrigation Company*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing **DEFENDANT THE GREELEY AND LOVELAND IRRIGATION COMPANY'S ANSWER AND JURY DEMAND** was electronically filed and served with ICCES this 27th day of May, 2016, and served on all counsel of record.

/s/ Kristen E. Polson

In accordance with C.R.C.P. 121, §1-26(9), a printed or printable copy of this document with original signatures is being maintained by the filing party and will be made available for inspection by other parties or the Court upon request.