

IN THE CHANCERY COURT OF MARION COUNTY, TENNESSEE

CHARLES T. KING, III, and MICHAEL)
D. KING,)
)
Plaintiffs,)
)
v.)
)
THE CITY OF NEW HOPE, TENNESSEE,)
MARK MEYERS, in his official capacity)
as Mayor, QUINTON CHOATE, in his official)
capacity as Vice Mayor, MARK PHILLIPS, in)
his official capacity as Alderman, and JERRY)
CROSSLIN, in his official capacity as Alderman)
and Fire Chief,)
)
Defendants.)

Docket No. 8310

FILED
CHANCERY COURT
NOV 28 2022
MARION CO., TN
TIME 9:45 BY me

ANSWER

Come now the Defendants, by and through undersigned counsel, Wooden Law Firm, P.C., and for their Answer to Plaintiffs' Complaint hereby state as follows:

FIRST AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred by the statute of limitations at Tenn. Code Ann. § 28-2-103 because the alleged encroachments have been in existence for longer than the statutory period.

SECOND AFFIRMATIVE DEFENSE

Plaintiffs fail to state a claim for relief as defendant City of New Hope has adversely possessed the land and improvements at issue for more than 20 years.

THIRD AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred by the doctrine of laches due to the delay in bringing this action.

FOURTH AFFIRMATIVE DEFENSE

Defendants respond to the numbered paragraphs of Plaintiff's Complaint as follows:

1. Admitted.

2. Admitted.

3. Admitted.

4. Admitted.

5. Admitted.

6. Admitted.

7. Admitted that Charles T. King, Jr. and Virginia Ann King jointly owned the property conveyed to the New Hope Volunteer Fire Department. Defendants are without sufficient information to admit or deny the remaining assertions of Paragraph 7, so such assertions are denied.

8. Admitted that Charles T. King, Jr. and Ann King conveyed real property to the trustees of the New Hope Volunteer Fire Department and their successors and assigns. The document attached as Exhibit 1 speaks for itself.

9. Denied.

10. Denied.

11. Admitted that defendant City of New Hope, Tennessee built improvements on the property conveyed by Charles T. King, Jr. and Ann King, including paving, installing a fuel tank, and building a building. The remaining assertions of Paragraph 11 are denied.

12. Admitted that defendant at one time installed an underground fuel tank. Denied that such a tank is on Plaintiffs' land.

13. Denied that the drawing attached as Exhibit 2 is a survey. Defendants cannot vouch for the authenticity of the document attached to the Complaint as Exhibit 2.

14. Admitted that the building, fuel tank, and other improvements owned by the City of New Hope, Tennessee has been used for various public purposes. All other assertions in Paragraph 14 are denied.

15. Denied.

16. Denied.

17. Denied.

18. Denied.

19. Denied.

20. Denied that Plaintiffs are entitled to the relief requested in the ad damnum.

21. Any and all assertions contained in the Complaint that have not heretofore been expressly admitted or denied are hereby denied.

FIFTH AFFIRMATIVE DEFENSE

Defendants reserve the right, subject to approval of the Court, to amend this Answer and to assert additional defenses as they become necessary.

WHEREFORE, given the above, Defendants pray for the following relief:

- a. That the lawsuit filed by Plaintiffs be dismissed;
- b. That all costs be assessed to Plaintiffs; and
- c. That Defendants have and recover such additional and further relief as the

Court may deem just and proper.

Respectfully submitted,

WOODEN LAW FIRM P.C.

By: 

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Attorneys for Defendants

CERTIFICATE OF SERVICE

I hereby certify the above Answer was served upon the parties in care of the following counsel of record, electronically, via facsimile, or via U.S. Mail, postage paid:

John C. Cavett, Jr.
Cavett, Abbott & Weiss, PLLC
801 Broad Street, Suite 428
Chattanooga, TN 37402

This the 22 of November, 2022.

WOODEN LAW FIRM, P.C.

By: 