

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE
AT KNOXVILLE**

GREGORY RINGENBERG,

Plaintiff,

v.

UNITED STATES OF AMERICA,

Defendant.

Case No. 3:23-CV-00295-DCLC-JEM

AMENDED COMPLAINT

Pursuant to Federal Rule of Civil Procedure 15(a)(1)(B), Plaintiff Gregory Ringenberg hereby files this Amended Complaint, and alleges as follows:

Introduction

1. Plaintiff asks this Court to quiet title to his real property, as against the adverse interests claimed by Defendant United States of America, with respect to (i) an alleged public access easement located in part along the alleged boundary line between Plaintiff's and Defendant's parcels, as well as (ii) the location of the boundary line itself.

Jurisdiction and Venue

2. This action is brought under the Quiet Title Act, 28 U.S.C. § 2409a. Therefore, the Court has jurisdiction pursuant to 28 U.S.C. § 1331 (federal question) and 28 U.S.C. §§ 2409a(a), 1346(f) (waiving sovereign immunity and authorizing district court jurisdiction for Quiet Title Act actions).

3. Venue is proper in this District pursuant to 28 U.S.C. § 1391(e)(1)(B), because the lands at issue are located in Monroe County, Tennessee.

Parties

4. Plaintiff is a citizen of the United States and the owner of real property in Monroe County, Tennessee, with an address of 275 Miller Ridge Road, Tellico Plains, identified as map/parcel 139-006.00 as set forth in a warranty deed recorded in the Office of the Monroe County Register of Deeds.

5. Defendant owns a parcel of land, known as United States Forest Service Tract K-1190, which in part adjoins and shares a common boundary line with Plaintiff's property.

Statement of Facts

6. In 1920, President Wilson created by proclamation the Cherokee National Forest in eastern Tennessee. Within the official boundaries of the forest are a number of small towns and privately owned parcels.

7. One such parcel, originally consisting entirely of timberland and approximately 156 acres in size, was acquired by Paul and Elizabeth Tedford in 1986.

8. In 1998, the Tedfords split this property into two parcels—Parcel 139-006.00 of about 141 acres, and Tract K-1190 of about 15 acres. That same year, the Tedfords conveyed Parcel 139-006.00 to Shirley Grainger. This conveyance of fee title by warranty deed was then recorded in the Office of the Monroe County Register of Deeds in January 1999.

9. In January 2001, the Tedfords agreed to a land swap with Defendant, whereby they would obtain a Forest Service parcel some miles away in exchange for giving Defendant Tract K-1190.

10. In the deed transferring Tract K-1190 to Defendant, the Tedfords purported to grant not only fee to Tract K-1190, but also an "easement in the form of a road right of way along the existing woods road being 20 feet wide from the center of the road," on the purported boundary

between Tract K-1190 and Parcel 139-006.00. Although Defendant's purported easement was recorded on the deed to Tract K-1190 in the Office of the Monroe County Register of Deeds in January 2001, the purported easement was not recorded or otherwise associated with the deed to Parcel 139-006.00.

11. Around 2015, timber was cut from Parcel 139-006.00. To facilitate hauling of the logs, a rough dirt road was installed on the property near the boundary line separating Parcel 139-006.00 from Tract K-1190.

12. In May 2019, Plaintiff purchased Parcel 139-006.00 from the heirs of Ms. Grainger. A standard title search of the property revealed no easements or other encumbrances on the property, Plaintiff was aware of no allegation of the existence of any easement or other encumbrance thereon, and no National Forest motor vehicle use or system trail map, or Monroe County road map, indicated the existence of any public accessway on the property. Moreover, no usable road for transit existed on the property; the log hauling road that had been constructed in 2015 was by then overgrown with trees and other vegetation.

13. In August 2019, Plaintiff went to the Forest Service's Tellico Ranger District station and spoke with District Ranger Stephanie Bland as well as another Forest Service employee. Plaintiff wished to offer the Forest Service a key to a gate along a driveway that Plaintiff intended to install on his property, to enable the Forest Service to use that driveway in case of emergency. Both officials told Plaintiff that no access was needed to his property and that the Forest Service possessed no property interest in Plaintiff's parcel.

14. Around the same time, Plaintiff commissioned a survey to better demarcate the boundary lines of his parcel. The survey was completed in April 2020.

15. In the process of producing the new survey, Plaintiff's surveyor discovered the 2001 Tedford deed to Defendant. As noted, this "stray" deed purports to establish a public right-of-way on the alleged boundary line between Plaintiff's property and Defendant's Tract K-1190.

16. In April 2021, Plaintiff submitted a quitclaim deed request to the Forest Service to confirm his unencumbered property interest. *See generally* 7 U.S.C. § 2253 (authorizing the Forest Service to issue a quitclaim deed when, among other things, the proponent of a land exchange does not have legal authority to convey).

17. In his quitclaim request, Plaintiff explained that, under Tennessee's race-notice statute, T.C.A. § 66-26-105, an earlier recorded instrument generally has priority over subsequently recorded and conflicting instruments and, under this rule, Plaintiff's claim (which derives from his predecessor-in-interest Ms. Grainger's deed, recorded in 1999) would be superior to that of Defendant, whose deed was recorded in 2001.

18. In December 2022, the Forest Service denied Plaintiff's quitclaim request. In the denial letter, the agency disputed Plaintiff's understanding of Tennessee's race-notice doctrine and alleged that a public easement by prescription already exists over the disputed boundary-line right-of-way. The agency also insisted that, "[w]hatever the outcome of our negotiations, you should now remove signage and obstacles to access on the woods road."

19. In March 2023, Plaintiff responded through counsel to the Forest Service's December letter, contesting the agency's arguments about race-notice and prescription while also noting that Monroe County had informed Plaintiff the prior year that it is aware of no public road along the boundary line between Plaintiff's and Defendant's parcels or anywhere else on Plaintiff's property.

20. In April 2023, the Forest Service responded to Plaintiff's March 2023 letter. In that response, the agency expressed interest in paying for an easement but emphasized that, if such negotiation were to fail, the dispute would have to be adjudicated through a Quiet Title Act lawsuit.

21. In May 2023, Plaintiff's counsel met with Forest Service officials to discuss the purchase option. These officials explained that eminent domain would be a last resort, while re-emphasizing Defendant's desire to acquire an easement by purchase or by reciprocal exchange. Since that meeting, the agency has not notified Plaintiff or his counsel of any change in Defendant's position.

First Claim for Relief to Quiet Title to Plaintiff's Real Property

(28 U.S.C. § 2409a)

22. The preceding allegations are incorporated herein by this reference.

23. Through this action, Plaintiff seeks to quiet title to his Parcel 139-006.00. According to his warranty deed and the warranty deeds of his predecessors in interest, including Ms. Grainger, Plaintiff owns his parcel in fee without any encumbrance.

24. The position of Defendant, as expressed in its December 2022 letter to Plaintiff, and in subsequent communications, is that Plaintiff's parcel is encumbered by a public access easement, owned by Defendant, that runs in part along the alleged boundary line between Plaintiff's parcel and Defendant's Tract K-1190.

25. Plaintiff is entitled to an order from this Court quieting title to his Parcel 139-006.00 free of any encumbrance, including that purportedly conveyed in the 2001 deed from the Tedfords to Defendant, for the following reasons:

- (a) Under Tennessee law, a property owner cannot convey or encumber what he does not own. *See Phillips v. Hatfield*, 624 S.W.3d 464, 476 (Tenn. 2021). Because the Tedfords

- had conveyed Parcel 139-006.00 to Ms. Grainger, Plaintiff's predecessor in interest, over two years prior to their purported conveyance to Defendant of an easement over the same parcel, that easement conveyance was void ab initio.
- (b) Tennessee's race-notice statute, T.C.A. § 66-26-105, is meant to resolve controversies arising from when a later-dated instrument is recorded before an earlier-dated instrument. Here, however, the Tedfords' deed to Ms. Grainger of Parcel 139-006.00 was dated *and* recorded prior to the Tedfords' deed to Defendant of Tract K-1190 and the purported easement on the boundary line between Parcel 139-006.00 and Tract K-1190. Hence, under no plausible understanding of race-notice could Defendant's title prevail over Plaintiff's.
- (c) No public or private easement by prescription exists on Plaintiff's property and, even if one did, the Takings Clause, U.S. Const. amend. V, as well as Tennessee property law, would forbid Defendant from acquiring any interest in it without having provided just compensation. *See generally Pascoag Reservoir & Dam, LLC v. Rhode Island*, 217 F. Supp. 2d 206, 222 (D.R.I. 2002) ("Defendant argues that no compensation is due when property is acquired by adverse possession. . . . [T]his Court disagrees. . . . It does not matter how the State takes property, only whether the Constitution mandates that the State pay compensation."); *Johnson v. City of Mt. Pleasant*, 713 S.W.2d 659, 664 (Tenn. Ct. App. 1985) ("In the case before us the adverse possession of the property enclosed by the fence under claim of ownership amounts to a taking within the provisions of [the Tennessee Constitution's Takings Clause] and thus plaintiffs and their predecessors were bound to have redress if they sought it.").

(d) No public or private easement by express or implied dedication exists on Plaintiff's property.

Second Claim for Relief to Quiet Title to Plaintiff's Real Property

(28 U.S.C. § 2409a)

26. The preceding allegations are incorporated herein by this reference.

27. The warranty deed from the Tedfords to Plaintiff's predecessor in interest Ms. Grainger sets forth the boundaries of Plaintiff's Parcel 139-006.00 through a series of bearings and distances that are depicted in a survey by Troy Richard Slack, which survey is referenced in the recorded Grainger warranty deed. These bearings and distances, and the reference to the Slack survey, are included as well in Plaintiff's recorded warranty deed.

28. The conveyance from the Tedfords to Defendant transferring Tract K-1190 sets forth the purported boundaries of Defendant's parcel through a series of bearings and distances that are depicted in a survey by John R. Bragg, which survey is referenced in Defendant's deed.

29. Although Plaintiff's and Defendant's parcels possess in part a common boundary, that boundary as set forth in the Grainger deed and Slack survey is different in location from that set forth in Defendant's deed and the Bragg survey.

30. At certain locations along the shared boundary, Plaintiff's property, as set forth in the Grainger deed and Slack survey, overlaps with what is asserted to be Defendant's property, as set forth in Defendant's deed and the Bragg Survey. Defendant's assertion of ownership over what is correctly understood to be Plaintiff's property is the assertion of an adverse right, title, or interest.

31. At other locations along the purportedly shared boundary, a gap exists between Plaintiff's property, as set forth in the Grainger deed and Slack survey, and what is asserted to be Defendant's property, as set forth in Defendant's deed and the Bragg Survey. Defendant's assertion

of a right, title, or interest consistent with its deed from the Tedfords and the Bragg survey is adverse to Plaintiff's ownership of Parcel 139-006.00 even in these gap areas. As noted above, Defendant asserts a twenty-foot right-of-way easement extending over Plaintiff's property from the supposedly shared boundary line as set forth in Defendant's deed and Bragg survey. Quieting title according to the Grainger deed and Slack survey in these gap areas would therefore result in a reduction of Plaintiff's land supposedly encumbered by the alleged easement.

32. Plaintiff is entitled to an order from this Court quieting title to his Parcel 139-006.00 and establishing the boundary line with Defendant's Tract K-1190 consistent with the Grainger deed and Slack survey, including for the reasons articulated in Paragraph 25(a)-(b).

Prayer for Relief

WHEREFORE, Plaintiff seeks the following relief:

1. An order quieting title to Plaintiff's land with respect to the purported easement asserted by Defendant along the alleged boundary line separating Plaintiff's Parcel 139-006.00 from Defendant's Tract K-1190, and declaring that no such easement exists, nor any other easement on Parcel 139-006.00 in which Defendant has a valid right, title, or interest;

2. An order quieting title to Plaintiff's Parcel 139-006.00 with respect to the boundary line separating Parcel 139-006.00 from Defendant's Tract K-1190, consistent with the boundary line as established by the Grainger deed and Slack survey;

3. Attorneys' fees and costs incurred by Plaintiff to the extent permitted by law, including under the Equal Access to Justice Act, 28 U.S.C. § 2412(d)(1); and

4. An order granting such other and further relief as may be just and appropriate upon the facts and law at issue herein.

DATED: December 28, 2023.

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