

DISTRICT COURT, CITY AND COUNTY OF DENVER, STATE OF COLORADO 1437 Bannock Street, Room 256 Denver, Colorado 80202	DATE FILED: April 15, 2019 10:00 AM FILING ID: 638265FD76F30 CASE NUMBER: 2019CV31165
<b>Plaintiff:</b> EVERGREEN ALLIANCE GOLF LIMITED, L.P., a Delaware limited partnership, d/b/a ARCIS GOLF,  v. <b>Defendant:</b> THE CITY AND COUNTY OF DENVER, COLORADO, a municipal corporation of the State of Colorado.	<p style="text-align: center;">▲ COURT USE ONLY ▲</p> <hr/>
<i>Attorneys for the City and County of Denver:</i> KRISTIN M. BRONSON, Denver City Attorney Reneé A. Goble, Atty. # 40202* Edward Gorman, Atty. # 48629* Priscilla Tomescu, Atty. #46766* Assistant City Attorneys Municipal Operations Section 201 W. Colfax Avenue, Dept. 1207 Denver, CO 80202-5332 Telephone: 720.913.3287; Facsimile: 720.913.3180 E-mail: renee.goble@denvergov.org E-mail: edward.gorman@denvergov.org E-mail: pricilla.tomescu@denvergov.org *Counsel of record	Case Number: 2019CV31165  Division: 424
<b>ANSWER AND AFFIRMATIVE DEFENSES</b>	

Defendant, City and County of Denver, Colorado (“City”), through undersigned counsel, answers each allegation of the Complaint, and asserts its Affirmative Defenses as follows:

1. The City admits the allegations contained in paragraph 1 of the Complaint.
2. The City admits the allegations contained in paragraph 2 of the Complaint.
3. The City admits the allegations contained in paragraph 3 of the Complaint.

**General Allegations**

4. The City admits the allegations contained in paragraph 4 of the Complaint.

5. The City admits the allegations contained in paragraph 5 of the Complaint.
6. The City admits the allegations contained in paragraph 6 of the Complaint.
7. The City admits the allegations contained in paragraph 7 of the Complaint.
8. The City is without sufficient information or knowledge regarding the truth or accuracy of the allegations contained in paragraph 8 of the Complaint and therefore, deny the same.
9. The City denies the allegations contained in paragraph 9 of the Complaint.
10. The City is without sufficient information or knowledge regarding the truth or accuracy of the allegations contained in paragraph 10 of the Complaint and therefore, deny the same.
11. The Ordinance related to the acquisition of the Park Hill Golf Course to construct storm water detention and related facilities speaks for itself and the City denies any allegations contained within paragraph 11 inconsistent with the contents of that document.
12. The City admits the allegations contained in paragraph 12 of the Complaint.
13. The City denies the allegations contained in paragraph 13 of the Complaint.
14. The City denies the allegations contained in paragraph 14 of the Complaint.
15. The City denies the allegations contained in paragraph 15 of the Complaint.
16. The City denies the allegations contained in paragraph 16 of the Complaint.
17. The City denies the allegations contained in paragraph 17 of the Complaint.
18. The City denies the allegations contained in paragraph 18 of the Complaint.
19. The City denies the allegations contained in paragraph 19 of the Complaint.
20. The City denies the allegations contained in paragraph 20 of the Complaint.
21. The City denies the allegations contained in paragraph 21 of the Complaint.
22. The City denies the allegations contained in paragraph 22 of the Complaint.
23. The City denies the allegations contained in paragraph 23 of the Complaint.
24. The City denies the allegations contained in paragraph 24 of the Complaint.

**First Claim for Relief  
(Inverse Condemnation)**

25. The City incorporates its responses to the allegations contained in paragraphs 1- 24

as it fully stated herein.

26. The City denies the allegations contained in paragraph 26 of the Complaint.
27. The City denies the allegations contained in paragraph 27 of the Complaint.
28. The City admits the allegations contained in paragraph 28 of the Complaint.
29. The City denies the allegations contained in paragraph 29 of the Complaint.
30. The City denies the allegations contained in paragraph 30 of the Complaint.

**Second Claim for Relief  
(Declaratory Relief- City)**

31. The City incorporates its responses to the allegations contained in paragraphs 1- 30 as it fully stated herein.

32. The City denies the allegations contained in paragraph 32 of the Complaint.
33. The City denies the allegations contained in paragraph 33 of the Complaint.
34. The City denies the allegations contained in paragraph 34 of the Complaint.
35. The City denies the allegations contained in paragraph 35 of the Complaint.

**Third Claim for Relief  
(Injunctive Relief)**

36. The City incorporates its responses to the allegations contained in paragraphs 1- 35 as it fully stated herein.

37. The City denies the allegations contained in paragraph 37 of the Complaint.
38. The City denies the allegations contained in paragraph 38 of the Complaint.
39. The City denies the allegations contained in paragraph 39 of the Complaint.
40. The City denies the allegations contained in paragraph 40 of the Complaint.
41. The City denies the allegations contained in paragraph 41 of the Complaint.
42. The City denies the allegations contained in paragraph 42 of the Complaint.

**General Denial**

All allegations in the Complaint not expressly admitted herein are denied.

### **Affirmative Defenses**

The City asserts the following defenses to the Complaint, but does not concede that it bears the burden of proof with respect to each such defense, unless so required by law:

1. Plaintiff's Complaint, in whole or in part, fails to state claims upon which relief may be granted.
2. Plaintiff's claims may be barred, in whole or in part, due to Plaintiff's lack of standing to assert the claims made or to seek the relief requested in the Complaint.
3. Plaintiff's claims may be barred, in whole or in part, due to the acts or omissions of third parties over whom Defendant maintains no control or right of control.
4. Plaintiff's claims are barred by the Colorado Revised Statute governing Eminent Domain, C.R.S. § 38-1-101, *et seq.*, including but not limited to C.R.S. § 38-1-121.,
5. Plaintiff's claims are barred by the terms of its Lease with the Trust.
6. Plaintiff's claims may be barred, in whole or in part, due to Plaintiff's failure to mitigate alleged harm or damage, if any.
7. Defendant reserves the right to assert such additional affirmative defenses that may become known through the course of discovery in this action.

WHEREFORE, the City and County of Denver respectfully requests that the Court find in its favor and against Plaintiff, dismiss Plaintiff's claims and award it any further and other relief the Court deems just and proper

Respectfully submitted this 15<sup>th</sup> day of April, 2019.

**KRISTIN M. BRONSON**  
**Denver City Attorney**

By: /s/ Reneé A. Goble

Reneé A. Goble, Atty. # 40202

Edward Gorman, Atty. # 48629

Priscilla Tomescu, Atty. # 46766

*Attorneys for the City and County of Denver*

**CERTIFICATE OF SERVICE**

I certify that on this 15th day of April, 2019, a true and correct copy of the foregoing **ANSWER AND AFFIRMATIVE DEFENSES** was filed and served electronically by Colorado Courts E-filing to the following:

Mikaela V. Rivera, Esq. Darrell G. Waas, Esq. Jennifer R. Lake, Esq. WAAS CAMPBELL RIVERA JOHNSON & VELASQUEZ LLP 1350 17 <sup>th</sup> Street, Suite 450 Denver, CO 80202 <i>Attorneys for the Plaintiff</i>	
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/s/ Erin Maw

Erin Maw, Paralegal II

*In accordance with C.R.C.P. 121 §1-26(7) a printable copy of this document with electronic signatures is being maintained by the filing party and will be made available for inspection by other parties or the Court upon request.*