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 2 DISTRICT COURT
 3 ROUTT COUNTY
 4 STATE OF COLORADO
 5 PO Box 773117
 6 Steamboat Springs, CO 80477
 7 -----

8 Plaintiffs:
 9 HUMBLE VENTURES, LLC,
 10 a Colorado Limited
 11 Liability Company

12 Defendants:
 13 THE CITY OF STEAMBOAT
 14 SPRINGS, a Colorado Home
 15 Rule Municipal
 16 Corporation; YAMPA VALLEY
 17 LAND TRUST, INC., and
 18 STATE OF COLORADO,
 19 DEPARTMENT OF NATURAL
 20 RESOURCES, WILDLIFE
 21 COMMISSION, DIVISION OF
 22 WILDLIFE

 FOR COURT USE ONLY

Case No. 07CV108
 Division: 1

23 -----
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 DEPOSITION OF ED TROUSIL
 November 19, 2008

ALSO PRESENT: Mr. Chris Wilson

1 APPEARANCES
2 (Continued)

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1 The deposition of ED TROUSIL called for
 2 examination by the defendants, was taken in the
 3 offices of Faegre & Benson, LLP, 3200 Wells Fargo
 4 Center, 1700 Lincoln Street, Denver, Colorado,
 5 commencing at 11:14 a.m. on the 19th day of
 6 November, 2008, before Kelly A. Mair, RPR, of
 Avery/Woods Reporting Service, Inc., 455 Sherman
 Street, Suite 250, Denver, Colorado 80203, a
 Registered Professional Reporter and Notary Public
 in and for the State of Colorado, pursuant to the
 Colorado Rules of Civil Procedure.

7 INDEX OF EXAMINATION

	PAGE
8 EXAMINATION BY MR. LYONS	5
9 EXAMINATION BY MR. MARKS	153
10 EXAMINATION BY MR. CAMERON	181
11 EXAMINATION BY MR. LYONS	189

12 INDEX OF EXHIBITS

EXHIBIT NO.	PAGE NO.
13 Deposition Exhibit A (Notice of Deposition)	5
14 Deposition Exhibit B (Letter from Humble Ventures, LLC)	5
15 Deposition Exhibit C (Letter from TPL)	5
16 Deposition Exhibit D (Grant of Trail Easement)	5
17 Deposition Exhibit E (Grant of Trail Easement)	5
18 Deposition Exhibit F (Map, Bates YVLT00003)	5
19 Deposition Exhibit G (Letter from Humble Ventures, LLC)	5
20 Deposition Exhibit H (Letter from City of Steamboat Springs)	5
21 Deposition Exhibit I (Map)	5

1	INDEX OF EXHIBITS	
2	(Continued)	
2	EXHIBIT NO.	PAGE NO.
3	Deposition Exhibit J (Colored Map, Humble Ranch Deeded Lands)	5
4	Deposition Exhibit K (Colored Map, Humble Ranch 2008 Aerial)	5
5	Deposition Exhibit L (Retained by Mr. Lyons)	5
6	Deposition Exhibit M (Colored Map, Humble ranch, Surrounding Land Use and Trails)	5
7	Deposition Exhibit N (Retained by Mr. Lyons)	5
8	Deposition Exhibit O (Baseline Inventory Report)	160
9	Deposition Exhibit P (Special Warranty Deed)	181
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

1 (Whereupon, Deposition Exhibits A through
2 N were marked for identification by the reporter.)

3 (Whereupon, Mr. Marks was not present in
4 the deposition room at this time.)

5 ED TROUSIL,
6 having been sworn to tell the truth, testified as
7 follows:

8 MR. LYONS: Counsel, I'm going to proceed
9 because Mr. Marks is not here and we were a little
10 late ourselves in arriving, and we will just fill
11 Mr. Marks in when he arrives. I assume he will have
12 no objection to that. Do you have any objection to
13 that course, Mr. Deihl?

14 MR. DEIHL: I don't .

15 MR. LYONS: Okay.

16 EXAMINATION

17 BY MR. LYONS:

18 Q. Sir, would you state your name for me,
19 please.

20 A. Ed Trousil.

21 Q. And how do you spell your last name?

22 A. T-R-O-U-S-I-L.

23 Q. And sir, have you ever had your deposition
24 taken previously?

25 A. Yes.

1 Q. In what context?

2 A. We were joined in a lawsuit perhaps 20
3 years ago.

4 Q. Who is we?

5 A. A company Trousil & Associates, Inc.

6 Q. What kind of a company was that?

7 A. It's an oil and gas company.

8 Q. What was the nature of the litigation?

9 A. There was a contractual dispute between
10 two other oil companies. I don't remember the
11 details of that dispute.

12 Q. Where was the lawsuit?

13 A. In Dallas.

14 Q. You can't tell me the name of any other
15 party besides Trousil & Company?

16 A. No, it was -- it was over 20 years ago.

17 Q. Okay. And what was the context of your
18 deposition being taken to the extent that you
19 remember?

20 A. We acquired some producing properties from
21 one of those companies.

22 Q. And what was the dispute?

23 A. I don't remember.

24 Q. Okay. What was the outcome?

25 A. I believe it was an out-of-court

1 settlement. We received monies for our attorneys
2 fees and that was -- that's all I know.

3 Q. Okay.

4 (Whereupon, Mr. Marks entered the
5 deposition room at this time.)

6 MR. LYONS: Hi Josh. That's Mr. Marks.
7 Josh, for your information we found out that
8 Mr. Trousil has been deposed once previously so far.

9 MR. MARKS: Oh, okay. I missed a lot
10 then.

11 MR. LYONS: We didn't want to slow things
12 down by -- we didn't know when you would be here.

13 Q. (By Mr. Lyons) Okay. So other than being
14 deposed in that other litigation 20 years ago, sir,
15 have you had other depositions taken of yourself?

16 A. No.

17 Q. It appears you understand the processes.
18 I will ask you questions and seek your responses; is
19 that correct?

20 A. Yes.

21 Q. If you have some misunderstanding or
22 uncertainty about what I've asked you, please inform
23 me of that.

24 A. Okay.

25 Q. Otherwise, I'm going to expect that what

1 you have answered is an answer given in response to
2 the question I've asked. Okay?

3 A. Okay.

4 Q. Is there any reason that you know of that
5 you cannot be deposed today?

6 A. No.

7 Q. Are you taking any medications that may
8 impair your ability to respond to my questions?

9 A. No.

10 Q. Other than the litigation in Dallas that
11 you've described have you been involved in other
12 litigation?

13 A. No.

14 Q. Either through a company of yours or
15 personally?

16 A. No.

17 Q. Never had a divorce?

18 A. No divorce.

19 Q. Okay. Bankruptcy?

20 A. No bankruptcy.

21 Q. Personal or business bankruptcy?

22 A. No.

23 Q. Okay. What is your education?

24 A. Starting with?

25 Q. You can start where you'd like to start.

1 I'll follow up if I need to, sir.

2 A. I have a bachelors of science in
3 geological engineering from the Colorado School of
4 Mines, and I have a masters of science in petroleum
5 engineering from the University of Houston.

6 Q. It sounds as though you have been in the
7 oil and gas business. Can you tell me what has been
8 your professional history subsequent to you getting
9 your bachelor of science degree.

10 A. I have been employed by Petro-Lewis Corp.
11 beginning approximately 1990 -- or 1982, and I was
12 an employee of Isaacs & Associates in approximately
13 1985. And I have been an employee of Trousil &
14 Associates since 1987 to date.

15 Q. Were you the founder of Trousil &
16 Associates?

17 A. Yes.

18 Q. And are there others who are involved in
19 that business besides yourself?

20 A. What do you mean by that question?

21 Q. Anything that it means to you.

22 A. Others involved in the oil business?
23 There's a lot of people involved in the oil
24 business.

25 Q. I meant the Trousil & Associate's

1 business. I'm sorry if I was unclear.

2 A. I have currently one office manager
3 employed under Trousil & Associates.

4 Q. Who is that?

5 A. Linda Sacks.

6 Q. Okay. And where is Trousil & Associates
7 located?

8 A. The physical address is 31500 Cattle
9 Drive, Steamboat Springs.

10 Q. What is the operational activity of
11 Trousil & Associates today?

12 A. We are a exploration and production oil
13 company.

14 Q. Have you properties under production?

15 A. Yes.

16 Q. That you've leased?

17 A. We own the lease.

18 Q. Right, but there's --

19 A. The rights to those properties.

20 Q. -- leasing rights. Excuse me. There's
21 another thing we need to make sure we do is -- I
22 know this can become conversational. We will try to
23 let you answer your question and I'll try to finish
24 my question, hopefully you can let me finish before
25 you start. Okay?

1 A. Okay.

2 Q. What did you do for Petro-Lewis?

3 A. I was a geologist.

4 Q. What did you do for Isaacs & Associates?

5 A. I was a geological engineer.

6 Q. So that occurred after you got your
7 masters?

8 A. Yes.

9 Q. And subsequently you have not had other
10 employment, you have simply had Trousil & Associates
11 as your business activity?

12 A. That is correct.

13 Q. Okay. Have you any licenses besides a
14 drivers license?

15 A. I have a fishing license.

16 Q. Okay. Anything else?

17 A. I -- I don't recall any others at this
18 point in time.

19 Q. Okay. And you've never had a real estate
20 license of any kind, correct?

21 A. That is correct.

22 Q. Okay. I guess before we go any further,
23 sir, I'll hand you what has been marked for purposes
24 of identification as Deposition Exhibit A and ask if
25 you've seen that before?

1 MR. MARKS: Tom, since I wasn't here
2 yesterday are we starting over for each deposition?

3 MR. LYONS: Actually, we had serial ones
4 for the plaintiff's deposition.

5 MR. MARKS: Okay.

6 MR. LYONS: I started with A since this is
7 the first defense deposition.

8 MR. MARKS: Okay. Thanks.

9 MR. LYONS: Okay.

10 Q. (By Mr. Lyons) Have you had a chance to
11 look at Exhibit A, sir?

12 A. I have looked at it, yes.

13 Q. Have you seen it before?

14 A. No.

15 Q. Okay. Do you understand what the purpose
16 of today's deposition happens to be? Or do you have
17 an understanding of the purpose of today's
18 deposition?

19 A. I have an understanding, yes.

20 Q. Would you please tell me what that
21 understanding is.

22 A. You are going to ask me questions and I
23 will respond to my best abilities.

24 Q. Okay. In relation to what? Do you
25 understand what it is that -- the subject matter of

1 our deposition today?

2 A. I would -- the subject matter is, let's
3 see, on this front page, Humble Ventures, LLC, a
4 Colorado Limited Liability Company, versus
5 defendant, City of Steamboat, a Colorado Home Rule
6 Municipal Corporation, Yampa Valley Land Trust,
7 State of Colorado Department of Natural Resources,
8 Wildlife Commission, Division of Wildlife.

9 Q. Okay. So what is your relationship to
10 Humble Ventures, LLC?

11 A. I am the manager.

12 Q. Who is the owner?

13 A. The owner is my wife and myself.

14 Q. Are there shares issued in this LLC?

15 A. I believe so.

16 Q. Okay. And how much do you own of the
17 shares in the LLC?

18 A. Fifty percent.

19 Q. Okay. And who's the person who owns the
20 other 50 percent? What name does she have?

21 A. Cheryl B. Trousil.

22 Q. Okay. And this company is what kind of a
23 company, besides being an LLC?

24 A. It's a Colorado Limited Liability Company.

25 Q. Right. But what kind of a business is it

1 in?

2 A. The Humble Ventures? Is that the --

3 Q. Yes, sir.

4 A. Humble Ventures is in the business of
5 owning land and owning producing oil properties.

6 Q. Okay. How long has this entity existed?

7 A. I believe it would have existed in 1998 or
8 1999.

9 Q. And how did it come into being? What did
10 you do to bring it into being?

11 A. We had an attorney file the -- the
12 attorney filed the proper documents with the
13 secretary of state would be my recollection.

14 Q. And was there a reason that this entity
15 came into being either in 1998 or 1999 apart from
16 simple interest in creating a new business?

17 A. This business was formed to enter into
18 real estate transactions and obviously later on into
19 oil transactions.

20 Q. Okay. So to begin with it was formed to
21 enter in -- into real estate transactions?

22 A. That's correct.

23 Q. What real estate transactions?

24 A. We had a contract with Trust for Public
25 Lands to acquire property.

1 Q. What property?

2 A. What we refer to as the Humble Ranch.

3 Q. And where is that?

4 A. In Steamboat Springs.

5 Q. Well, actually, it's not in the city of
6 Steamboat Springs, is it?

7 A. You're correct, it's in Routt County.

8 Q. But nearby Steamboat Springs I take it?

9 A. It is nearby Steamboat Springs.

10 Q. Okay. So why don't we start at the
11 beginning of your knowledge of the notion of having
12 a contract with the Trust for Public Lands. Just
13 tell me in shorthand form for now how this came to
14 pass. What started this and what happened? Would
15 you do that for me please, sir?

16 A. This was 10 years ago, so I do not
17 remember much about how it started. I do remember
18 that we formed -- we negotiated a contract with
19 Trust for Public Lands to acquire what we refer to
20 as the Humble Ranch. How the idea was sparked, I
21 don't remember.

22 Q. Okay. Tell me what happened in terms of
23 the contract you just identified. How did that come
24 into being?

25 A. We made an offer to Trust for Public Lands

1 and negotiated a contract.

2 Q. What kind of an offer?

3 A. I -- I don't know.

4 Q. You don't know the terms of the offer?

5 A. No, I don't have that offer in front of me
6 now.

7 Q. Was it in writing?

8 A. Yes.

9 Q. And who wrote the offer?

10 A. Bruce Jarchow.

11 Q. Who is that?

12 A. He's an attorney in Steamboat.

13 Q. And he did that on your behalf?

14 A. He did it on the behalf of Humble
15 Ventures.

16 Q. So Humble Ventures was in existence at the
17 time that the offer was made?

18 A. I believe so.

19 Q. Okay. And you don't have any recollection
20 of the terms of any offer made?

21 A. No.

22 Q. What happened after the offer was made?

23 A. We negotiated a contract.

24 Q. What contract was that? Do you know?

25 A. It was a contract to buy and sell.

1 Q. Real estate?

2 A. Real estate.

3 Q. Okay. And that was the real estate that
4 you've already identified as Humble Ranch --

5 A. That is correct.

6 Q. -- or other properties as well?

7 A. No, just Humble Ranch.

8 Q. Okay. So was there any recollection in
9 your mind of any negotiations that occurred before
10 the contract was created?

11 A. I don't remember.

12 Q. And was there any written exchange
13 regarding any contract terms respecting those
14 negotiations you've described?

15 A. I don't remember.

16 Q. What ultimately occurred with regard to
17 the contract to buy and sell?

18 A. It was executed by me and the Trust for
19 Public Lands.

20 Q. What is the Trust for Public Lands?

21 A. I -- I don't understand your question.

22 Q. Well, you've identified something called
23 Trust for Public Lands. What do you think that is?

24 A. They are a corporate entity of some type.
25 I don't know what type of corporate entity they are.

1 Q. Okay. When was the closing on the
2 contract which generated the real estate purchase?

3 A. I don't know the exact date.

4 Q. Well, can you give me a general notion of
5 the date?

6 A. First half of 1999.

7 Q. Do you remember the closing?

8 A. No.

9 Q. So you have no knowledge of who paid what?

10 A. I have knowledge that we paid monies.

11 Q. How much?

12 A. I don't know.

13 Q. 3.15 million dollars sound correct?

14 A. I don't know.

15 Q. You remember that -- do you know what GOCO
16 is?

17 A. It's an acronym for Great Outdoors
18 Colorado.

19 Q. Okay. What's that? Do you know?

20 A. They are an agency that has funds derived
21 from lottery monies is my understanding. I do not
22 know what type of agency they are.

23 Q. Okay. Did GOCO pay any funds in
24 connection with the closing on the Humble Ranch that
25 you described?

1 A. Yes.

2 Q. How much?

3 A. I believe it was \$950,000, but I'm not
4 sure.

5 Q. Do you know how that came to pass?

6 A. They appraised the property for a certain
7 value.

8 Q. Okay. And then what?

9 A. I don't know.

10 Q. So, in other words, you're telling me you
11 don't understand how it was that \$950,000 in lottery
12 proceeds were part of any transaction that led to
13 your ownership of the Humble Ranch in the form of
14 Humble Ventures, LLC?

15 MR. DEIHL: Object to the form of the
16 question.

17 A. Can you restate the question.

18 Q. (By Mr. Lyons) You're telling me that you
19 don't know how it was that GOCO contributed \$950,000
20 of lottery money to the transaction that generated
21 your ownership of the Humble Ranch?

22 MR. DEIHL: Same objection.

23 A. GOCO purchased a conservation easement
24 from Humble Ventures.

25 Q. (By Mr. Lyons) And so that's what the

1 \$950,000 was for?

2 A. That's correct.

3 Q. Okay. That's all it was for, correct?

4 A. That is true.

5 Q. All right. Sir, what about the 3.15
6 million dollars also paid at that closing? Where
7 did that come from?

8 A. I don't know if it was 3.15 million.

9 Q. Well, did you contribute any money to the
10 closing?

11 A. Yes.

12 Q. How much?

13 A. I don't know.

14 Q. Okay. Did anyone else contribute any
15 money to the closing?

16 A. I do not believe that anybody else, any
17 other company or entity contributed monies at the
18 closing.

19 Q. Okay. So, what about the Yampa Valley
20 Land Trust? What's that?

21 A. They are a nonprofit land trust located in
22 Steamboat Springs.

23 Q. Did they purchase anything or sell
24 anything at the closing?

25 A. For money?

1 Q. You tell me, sir. For anything?

2 A. Yampa Valley Land Trust did not bring any
3 money to our closing.

4 Q. Okay. Did you?

5 A. Yes.

6 Q. How much?

7 A. I don't know.

8 Q. 3.15 million doesn't strike you as being
9 correct?

10 A. I don't remember the exact number.

11 Q. Did you borrow money to make the
12 transaction?

13 A. Yes.

14 Q. From what?

15 A. Vectra blank.

16 Q. How much?

17 A. I don't know.

18 Q. And the Yampa Valley Land Trust purchased
19 a conservation easement as a part -- or obtained a
20 conservation easement, I'm sorry, as part of this
21 transaction; is that right?

22 A. Say that again.

23 Q. The Yampa Valley Land Trust acquired a
24 conservation easement as a part of this transaction;
25 is that correct?

1 A. Yes.

2 Q. What's a conservation easement?

3 MR. DEIHL: Object to the form of the
4 question.

5 A. A conservation -- it is my understanding
6 that a conservation easement is a contract that
7 limits certain rights, and restricts and reserves
8 rights on a piece of land.

9 Q. (By Mr. Lyons) Okay. So that would apply
10 to the Humble Ranch, the conservation easement that
11 Yampa Valley Land Trust acquired during the closing;
12 is that correct?

13 A. Yes. Not all of the ranch.

14 Q. Well, let's make sure I understand. I
15 understand there's 1,131.51 acres subject to a
16 conservation easement; is that right?

17 A. That sounds correct.

18 Q. And then there's a limited development
19 agreement of some kind on 635 acres; is that right?

20 A. That sounds correct.

21 Q. And in addition to that there were donated
22 trail easements that were created in the context of
23 this transaction; is that right?

24 A. What do you mean by donated trail
25 easements?

1 Q. Well, do you know anything about trail
2 easements that related to this transaction?

3 A. Yes, there were trail easements.

4 Q. Okay. From whom to whom?

5 A. There was a trail easement to the
6 Department of Wildlife, there was a trail easement
7 to the State Parks and there was a trail easement to
8 the City of Steamboat.

9 Q. In fact, there were two trail easements to
10 the City of Steamboat, were there not?

11 A. I believe so.

12 Q. Okay. Do you think that this all took
13 place on April 28th, 1999?

14 A. I don't remember the date it took place.

15 Q. This is a transaction that actually
16 involved multiple other properties and parties; is
17 that right?

18 A. That is correct.

19 Q. There were other pieces of the same ranch
20 that were put in other ownership at the same time,
21 right?

22 A. That is correct.

23 Q. And as far as you know this is a
24 transaction that was like almost \$11 million changed
25 hands; is that right?

1 A. I don't remember the total amount.

2 Q. Okay. Can you tell me anything about the
3 closing that you haven't already told me?

4 A. No.

5 Q. Before the closing occurred, it's my
6 understanding that you presold some lots; is that
7 right?

8 A. I don't remember.

9 Q. Weren't there sixteen building lots sold
10 in connection with the limited development of
11 600-some-odd acres that you had taken reservations
12 on before the closing?

13 A. We may have taken reservations prior to
14 closing. I don't remember the timing of those
15 reservations.

16 Q. And that was a way for you to raise
17 revenues; isn't that right?

18 A. Yes.

19 Q. How much revenue did you raise by that
20 process?

21 A. I don't remember.

22 Q. A million dollars?

23 A. I don't remember.

24 Q. You have no knowledge of that?

25 A. No.

1 Q. Okay. As the result of this transaction,
2 Humble Ventures, LLC acquired what you called
3 earlier Humble Ranch, right?

4 A. Say that again.

5 Q. As a result of the transaction in April of
6 1999, Humble Ventures, LLC acquired Humble Ranch,
7 correct?

8 A. That is correct.

9 Q. And has owned that property since that
10 time, correct?

11 A. That is correct.

12 Q. Do you live on that property?

13 A. Yes.

14 Q. In what?

15 A. In a home.

16 Q. How large?

17 A. Are you talking square footage?

18 Q. Sure.

19 A. 4,000 square feet.

20 Q. Was that built after the acquisition?

21 A. Yes.

22 Q. Does anyone else live on the property?

23 A. No.

24 Q. Just you personally?

25 A. Oh, I live with my family on the property.

1 Q. Oh, okay. That's what I'm asking.

2 A. Okay.

3 Q. Who else lives on the property?

4 A. My wife and my two sons.

5 Q. How old are they?

6 A. Sixteen and fourteen.

7 Q. How many bikes do you have?

8 A. Approximately six.

9 Q. Do you ride bikes on the property?

10 A. No.

11 Q. Where do you ride the bikes?

12 A. On the county roads.

13 Q. Is the property zoned agricultural?

14 A. Yes.

15 Q. Have you had any contest with the county
16 over the property tax assessment in the last 10
17 years?

18 A. I'm sorry have we had what?

19 Q. Any contest with the county over property
20 tax assessment in the last 10 years?

21 A. I don't understand what you mean by
22 contest.

23 Q. Have you challenged any assessment that
24 the county has made for you to pay property taxes?

25 A. I do not believe so.

1 Q. Have you always paid your property taxes?

2 A. I believe so.

3 Q. Has the county changed anything about the
4 property taxes in the last 10 years?

5 A. Well, their mill levies may have changed
6 over the last 10 years. I don't know.

7 Q. Has their evaluation changed?

8 A. I do not believe so.

9 Q. What have you done to generate revenue on
10 the property in the past 10 years?

11 A. We have hayed the property and we have run
12 cattle.

13 Q. Anything else?

14 A. If you repeat your question again I might
15 be able --

16 Q. What have you done to generate revenue
17 from the property in the last 10 years?

18 A. We have hayed it and run cattle, and we
19 have also run a hunting program.

20 Q. Tell me about the hunting program. What
21 program is that?

22 A. We had a trespasser fee program where we
23 allowed hunters to access our property for hunting
24 purposes.

25 Q. I don't understand what it means to say "a

1 trespasser fee program." What's that, sir?

2 A. We allowed hunters for a fee to hunt our
3 property.

4 Q. For what?

5 A. Elk.

6 Q. What was the fee?

7 A. \$1250.

8 Q. Starting when?

9 A. 1999 -- or might have been 2000.

10 Q. Okay. And since then you had it every
11 year during hunting season?

12 A. We stopped.

13 Q. When?

14 A. When the BLM took over the state land
15 board lease.

16 Q. And, sir, I'm sorry I have to ask you very
17 fundamental questions because I don't understand all
18 this, so I want to make sure I understand what you
19 know about it and if I'm being too fundamental
20 that's my explanation. Okay?

21 A. Okay.

22 Q. So when would the BLM have taken over the
23 state land -- I don't know what other term you used
24 to describe it.

25 A. Colorado State Lands, approximately three

1 years ago. Two years ago. Two to three years ago.

2 Q. And how did that development alter your
3 approach to the trespassing fee program?

4 A. We leased the state land board property
5 for purposes of hunting and agricultural, exclusive
6 rights.

7 Q. I see.

8 A. When the BLM took over they do not have
9 exclusive hunting rights.

10 Q. Oh, I see. So in other words, you're
11 trespassers' fee program included not only the
12 Humble Ranch but also some other property?

13 A. The majority of the property was the
14 leased lands, not our deeded lands.

15 Q. Okay. So for seven years you ran this
16 program on your property and -- or the Humble
17 property and on the state property, correct?

18 A. That's correct.

19 Q. And over that period of time what's the
20 average revenue generated by the property -- or the
21 program, to the best of your knowledge?

22 A. The average revenue total?

23 Q. No, I'm asking just about the trespasser
24 program that you talked about.

25 A. I don't know.

1 Q. Okay. Couldn't estimate it for me?

2 A. 50- to- \$70,000 a year.

3 Q. And what's the average revenues
4 generated --

5 A. It's an estimate.

6 Q. Okay. What's the average revenue
7 generated in the course of a year over the last 10
8 years by all the revenue generating activities that
9 you engaged in on the Humble Ranch?

10 MR. DEIHL: Counsel, I'm going to allow
11 you to inquire a little bit further on this, but I
12 don't understand the relevance of questions getting
13 into revenue being generated on Mr. Trousil's ranch.

14 MR. LYONS: Well, counsel, the objection
15 is heard, but as far as I'm concerned, at least
16 unless you're going to instruct him not to answer,
17 in which case I think we'd be in a dispute,
18 relevance is not the test for the discovery -- a
19 discovery deposition.

20 Q. (By Mr. Lyons) So what is the average
21 amount of revenue generated by all revenue
22 generating activities on the Humble Ranch since 1999
23 to the present?

24 A. Per year?

25 Q. Yes, sir.

1 A. \$80,000 prior to the time we lost our
2 hunting rights.

3 Q. And since then?

4 A. I do not know.

5 Q. What's the property tax per year on the
6 Humble Ranch, sir?

7 A. I don't know. Excuse me. I don't know.

8 Q. You have no idea?

9 A. No.

10 Q. Okay. Sir, I'd like to hand you what's
11 been marked for purposes of identification as
12 Deposition Exhibit J.

13 MR. CAMERON: What was the letter, Tom?

14 MR. LYONS: J as in Jackson.

15 MR. CAMERON: Okay.

16 MR. LYONS: Sorry, I'm --

17 MR. CAMERON: I was going to say I thought
18 I --

19 MR. LYONS: -- going to get a little out
20 of order. Sorry.

21 MR. CAMERON: I thought I was paying
22 attention.

23 MR. LYONS: I know I'm boring. Sorry,
24 Brad.

25 Q. (By Mr. Lyons) Sir, I wonder if you could

1 take a look at Exhibit J for me and tell me if you
2 can what it is.

3 A. This is a map that shows Humble Ranch
4 deeded lands in yellow, Department of Wildlife lands
5 in what I would call pink, and then the adjacent
6 boundary or approximate boundary of the Bureau of
7 Land Management lands.

8 MR. LYONS: And I'm sorry, counsel, I
9 didn't give you all copies that are color,
10 unfortunately they're pretty darn expensive and the
11 City just can't afford to make too many concessions
12 to cost here, so --

13 Q. (By Mr. Lyons) Mr. Trousil, is this an
14 accurate depiction, as far as you know, of the
15 Humble Ranch properties?

16 A. I would think that the boundaries are
17 approximate.

18 Q. Okay. It looks to me like it's an overlay
19 on a topographical map. Does that look right to
20 you?

21 A. That is correct.

22 Q. Do you know how this came into being?

23 A. Who drafted this map?

24 Q. Anything you know about it.

25 A. This is a map that -- that I drafted.

1 Q. Okay. So you put the yellow and the pink
2 and the green, the coloring on it; is that right?

3 A. Yes.

4 Q. What is DeLorme?

5 A. DeLorme is a mapping service, or a map
6 company.

7 Q. Okay. And the way I understand what
8 you've done here is to use little, kind of, cartoon
9 balloons to describe certain things; is that right?

10 A. That is correct.

11 Q. All right. Let's start through those just
12 to make sure I understand what they are intended to
13 connote. All right. At the bottom of the page
14 there is one balloon that says Humble Ranch
15 Education and Therapy Center. Do you see that?

16 A. I do see that.

17 Q. What is that?

18 A. What is the Humble Ranch Education and
19 Therapy Center?

20 Q. Yes, sir.

21 A. It's a 501(c)(3) that is located at the
22 main ranch headquarters. Their offices are located
23 at the main ranch headquarters.

24 Q. Is that your residence location as well?

25 A. No.

1 Q. Okay. So your residence on this property
2 isn't on the map; am I right? Is it marked?

3 A. It's not identified on the map.

4 Q. That's what I meant. Sorry. When did the
5 Humble Ranch Education and Therapy Center come into
6 being?

7 A. I believe it was early 2000.

8 Q. Okay. What does that entity do?

9 A. I don't have the mission statement in
10 front of me, but --

11 Q. Well, just to the best of your knowledge.

12 A. It services -- it services kids and adults
13 with special needs through hippotherapy and
14 therapeutic riding.

15 Q. Does that activity generate revenue for
16 the Humble Ranch?

17 A. Yes.

18 Q. How much?

19 A. They pay rent to Humble Ventures. I don't
20 remember how much that rent is on an annual basis.

21 Q. You can't estimate for me?

22 A. No. It changes during high use periods
23 and low use periods.

24 Q. Does the center charge people to use it?
25 Is that how it generates revenue?

1 A. It's a nonprofit. It does charge service
2 fees, yes.

3 Q. How much do they charge?

4 A. I do not know.

5 Q. Who does?

6 A. My wife would probably know. She is the
7 director of the Humble Ranch Education and Therapy
8 Center.

9 Q. If she doesn't, who does?

10 A. I don't know.

11 Q. Okay. The next balloon up starting from
12 the bottom, the words Department of Wildlife are
13 connoted on this Exhibit J. Do you see that? The
14 next balloon up from the bottom. I'm going to work
15 my way up to the top.

16 A. I see the Department of Wildlife.

17 Q. What's that mean? I take it you wrote
18 that?

19 A. That is -- again, that's an approximate
20 location of the Department of Wildlife's river
21 piece.

22 Q. Of property?

23 A. Of property they own.

24 Q. Okay. And that's not -- it's kind of in a
25 white -- it's not colored by you, right?

1 A. It is colored.

2 Q. What color is that?

3 A. Pink.

4 Q. So it connotes the pink part above the
5 balloon that you're marking?

6 A. That's correct.

7 Q. All right. And above that it says Elk
8 Lane Road, right?

9 A. That is correct.

10 Q. And what's that?

11 A. Elk Lane Road is a private road that
12 provides access to a number of homes on Emerald
13 Mountain.

14 Q. Including the sixteen homes that are to
15 the north of that road that were part of the initial
16 600-some-odd acres that you presold in the course of
17 this transaction leading to your purchase of the
18 Humble Ranch, correct?

19 A. Yes.

20 Q. Okay. Now, Elk Lane Road is a private
21 road. How is it connoted as private, if you know?

22 A. It's not a route -- it's not a county
23 road.

24 Q. So it's not anything that's marked private
25 or gated?

1 A. It is marked private.

2 Q. But not gated?

3 A. It's not gated.

4 Q. And just to make sure I understand, part
5 of what we're here to talk about today is an
6 easement that runs alongside Elk Lane Road; is that
7 right?

8 A. That is correct.

9 Q. Okay. Now, you've made a red dotted line,
10 I guess it's kind of a -- it sort of looks like a
11 little Morse code on part of it. There's a red line
12 just above the words Elk Lane Road and the place
13 where Elk Lane Road is arrowed, and it runs up into
14 the yellow part indicated as Humble Ranch. Do you
15 see which line I'm talking about, sir?

16 A. Yes.

17 Q. What's that line supposed to connote?

18 A. That line is labeled CDOW Access Easement.

19 Q. And that's what you intended to connote
20 there?

21 A. Yes.

22 Q. And then just below the -- to your right
23 of the red line there, there's some black dots that
24 seem to run from Humble Ranch Education and Therapy
25 Center more or less up towards the red Elk Lane Road

1 demarcation. Do you see that?

2 A. I do.

3 Q. It somewhat overlaps that red, correct?

4 A. Uh-huh.

5 Q. What's that?

6 A. That is just an existing ranch two-track
7 road.

8 Q. That runs up to Elk Lane Road; is that
9 right?

10 A. That is correct.

11 Q. And it seems like it drifts a little bit
12 to the south there off of the road after it reaches
13 the road. Do you see those dots?

14 A. Yes.

15 Q. Is that because the road does that?

16 A. No.

17 Q. Oh. What was that supposed to connote
18 then, sir?

19 A. I think that's just an approximate line
20 that just happened to drift off of the red line.

21 Q. Oh, I see as you were drafting this you
22 were putting one on and then another on top of it?
23 Is that how that works?

24 A. Correct.

25 Q. I see. So it was just like an errata of

1 some kind?

2 A. I don't know what --

3 Q. You don't know?

4 A. Can you tell me what errata means?

5 Q. An error.

6 A. Yes.

7 Q. As you continue to your left on Elk Lane
8 Road you marked as you have it there there's another
9 sets of black dots. Do so you see that?

10 A. Yes.

11 Q. Inside the Humble Ranch, correct?

12 A. Correct.

13 Q. What's that?

14 A. That is another two-track road.

15 Q. And it runs to what's called Special Needs
16 Tent Camp. What's that?

17 A. That is a site that Humble Ranch Education
18 and Therapy Center has put some tents up.

19 Q. Okay. Tell me about that. When did that
20 happen?

21 A. Approximately three years ago. Two to
22 three years ago.

23 Q. What was involved? What did you do?

24 A. What did I do?

25 Q. Yeah. Well, what did Humble Ranch do in

1 order to get that tent camp there?

2 A. Well, Humble Ranch did very little.

3 Q. All right. Who did what?

4 A. Humble Ranch Education and Therapy Center
5 put those tents up.

6 Q. Okay. What was involved?

7 A. They put tents up. I don't understand --

8 Q. Okay.

9 A. -- when you say what was involved.

10 Q. That's fine. Now, sir, there are other
11 two-track roads inside the Humble Ranch that are not
12 connoted on Exhibit J; am I right?

13 A. That is correct.

14 Q. How many miles of two-track roads are
15 inside Humble Ranch today that are not depicted on
16 Exhibit J?

17 A. I have no idea.

18 Q. All right. How long is the road from --
19 or how long is Elk Lane Road from its terminus with
20 the county road as it proceeds to the west? How
21 long is that distance? Do you know?

22 A. Elk Lane Road -- how long is Elk Lane
23 Road --

24 Q. Yes.

25 A. -- to the end of Elk Lane Road?

1 Q. From the east to the west.

2 A. It could be miles.

3 Q. You don't know?

4 A. I don't know.

5 Q. And how long is the CDOW Access Easement
6 that you've marked on Exhibit J from the time it
7 reaches the Humble Ranch property up to the point
8 where it exits the Humble Ranch property to the
9 north?

10 A. Looking at the map I would say
11 approximately two and a half miles from the
12 connection to County Road 14 to the connection to
13 the DOW, but that's just probably an approximate
14 with the scale I see here.

15 Q. What's the elevation gain from the bottom
16 to the top, if you know?

17 A. I can't read topographic lines on this
18 map.

19 Q. So you don't know?

20 A. I don't know.

21 Q. But it is higher at the northwest end than
22 at the southeast end, correct?

23 A. Significantly higher, yes.

24 Q. Thousands of feet?

25 A. No.

1 Q. Less than a thousand feet?

2 A. It could be 500 to 1000 feet would be a
3 wild guess.

4 Q. Let's start on the far east side of the
5 Humble Ranch where you've depicted in yellow here
6 and move to the west. Do you know the elevation --
7 the average elevation gain from east to west?

8 A. I don't understand where you are on the
9 map here.

10 Q. I'm sorry. Let's start on the east
11 boundary of the Humble Ranch depicted on your map,
12 which is now identified as Exhibit J. I'm right
13 here, sir.

14 A. Okay.

15 Q. And if you move west from there what's the
16 average elevation gain as you move east to west, if
17 you know?

18 MR. DEIHL: You're talking about the
19 eastern boundary of the Upland portion of the Humble
20 Ranch; is that correct?

21 MR. LYONS: If that's correct then
22 Mr. Trousil is going to have to tell me. I
23 understood him to say that the yellow portion of the
24 map -- oh, I see where the concern might be.

25 A. There's another --

1 Q. (By Mr. Lyons) There's three pieces --
2 excuse me. Let me try again. I'll try to remember
3 to keep it to one person talking.

4 There's three yellow pieces of property
5 marked on Exhibit J; is that right?

6 A. That is correct.

7 Q. Okay. The one that is the furthest east
8 is called what?

9 A. We can call it Humble Ranch Meadows.

10 Q. Okay. And the furthest north piece,
11 what's that called?

12 A. The Dog Lake.

13 Q. And what is the furthest west piece?

14 A. The Upland parcel.

15 Q. All right. If we start on the east
16 boundary of the Upland parcel what is the average
17 elevation gain as you proceed to the west?

18 A. I don't know.

19 Q. Okay. Let's look at what's been marked on
20 Exhibit J as Humble Ranch BLM lease. Do you see
21 where that balloon appears?

22 A. Yes.

23 Q. What's that supposed to connote?

24 A. That's the approximate boundary of the BLM
25 lands that -- adjacent to our Upland parcel.

1 Q. So is this the property that once was a
2 part of your trespassers program?

3 A. Yes. Parts of this property were.

4 Q. Okay. And then immediately north of the
5 place where you've put a balloon saying CDOW Access
6 Easement, there is the Emerald Mountain State
7 Wildlife Area balloon; is that right?

8 A. There's -- the balloon is there, yes.

9 Q. And you asserted that to connote what?

10 A. To identify that part -- that land.
11 Again, the boundaries are approximate too.

12 Q. And you also made that line pink, right?

13 A. That's correct.

14 Q. And then immediately north of that is
15 another balloon that says City of Steamboat. What's
16 that to connote?

17 A. Again, that's an approximate depiction of
18 what I believe the City owns, the lands that the
19 City owns.

20 Q. Okay. Let's set that aside for just a
21 minute, sir. Have you ever had a real estate
22 appraisal of the Humble Ranch created?

23 A. I do not believe so.

24 Q. But there was an appraisal of the property
25 incurred preceding your purchase of it; is that

1 right?

2 A. I don't know.

3 Q. Okay. Have you ever been involved in
4 appraising real estate?

5 A. Have I personally been involved in
6 appraising real estate?

7 Q. Right.

8 A. As a business?

9 Q. Sure. Not as a --

10 A. Personally? I don't understand when you
11 say personally involved in appraising real estate,
12 what you mean by that.

13 Q. Well, I would assume, sir, that as a
14 result of your having been involved in the oil and
15 gas industry since 1981 you have seen real estate
16 appraisals associated with oil and gas properties;
17 is that right?

18 A. No.

19 Q. Okay. So you have never seen a real
20 estate appraisal at all?

21 A. No, you said a real estate appraisal on
22 oil and gas properties.

23 Q. I know, but I'm following up with another
24 question. Have you ever seen a real estate
25 appraisal?

1 A. Yes.

2 Q. In what context?

3 A. I've seen real estate appraisals
4 appraising structures, residential structures.

5 Q. In what context?

6 A. I don't remember.

7 Q. Have you seen real estate appraisals that
8 take account of various difference in -- different
9 encumbrances on properties, like easements?

10 A. No.

11 Q. And do you understand that if an easement
12 exists that might diminish the value of the
13 property?

14 A. I understand that there is a risk of
15 diminish in values, yes.

16 Q. And if an easement is released that the
17 property value might increase? Do you understand
18 that?

19 A. Yes, it might increase.

20 Q. Okay. When is the hunting season in Routt
21 County, sir, for elk?

22 A. I don't know the specific dates.

23 Q. Just approximate if you can.

24 A. September through November is an
25 approximate.

1 Q. So right now it's still hunting season in
2 Routt County?

3 A. I don't know if there's a hunting season
4 open right now.

5 Q. Okay. Do you have hunters on Humble Ranch
6 now?

7 A. No.

8 Q. Do you hunt?

9 A. No.

10 Q. When's the last time there were hunters on
11 the Humble Ranch as far as you know?

12 A. Probably the last hunting season.

13 Q. How did that happen that there would have
14 been hunters on the Humble Ranch the last hunting
15 season?

16 A. These would have been hunters accessing
17 their access rights to go to the state wildlife
18 area.

19 Q. So they don't hunt on the Humble Ranch?

20 A. They do not hunt on Humble Ranch.

21 Q. No one is allowed to hunt on Humble Ranch
22 except you?

23 A. This season nobody was allowed to hunt on
24 Humble Ranch.

25 Q. For how many years has that been true?

1 A. Since we lost our state lease.

2 Q. Okay. Is there some reason that kept you
3 from being able to allow hunters on Humble Ranch?

4 A. Can you say that again.

5 Q. It's probably a very bad question. Let me
6 try again.

7 Why did the loss of the state lands lease
8 prompt the conclusion of your trespassers' fee
9 program?

10 A. It considerably reduced the lands that we
11 could offer for hunting.

12 Q. Okay. Yesterday you attended Mr. Wilson's
13 deposition; is that right?

14 A. That is correct.

15 Q. And in that deposition he was asked some
16 questions about signs on the Humble Ranch. Do you
17 remember those?

18 A. No, I don't.

19 Q. Do you -- do you know of any issue that
20 exists today respecting signs on the Humble Ranch?

21 A. Yes.

22 Q. What is it that you know about that issue?

23 A. We have -- Department of Wildlife has put
24 signs marking their easement from Routt County 14
25 periodically all the way to their state wildlife

1 area.

2 Q. Okay. And is there some issue that has
3 arisen concerning those signs?

4 A. No.

5 Q. These are stakes that have various
6 different information imbedded in them; is that
7 right?

8 A. That's correct. They're not imbedded,
9 there are stickers stuck on top of the signs.

10 Q. And have some of those been lost --

11 A. Not to my knowledge.

12 Q. -- or pulled up or anything like that?

13 A. No.

14 Q. And has there been any survey stakes or
15 pins that were removed as far as you know?

16 A. No.

17 Q. In addition, Mr. Wilson was asked about
18 some concerns respecting -- or some issue respecting
19 the tent camp. Is there an issue about the tent
20 camp that's on the Humble Ranch?

21 A. No.

22 Q. How many easements are there on the Humble
23 Ranch property as far as you know?

24 A. I don't know.

25 Q. I think you've already told me you know

1 there's a Department of Wildlife easement, right?

2 A. That's correct.

3 Q. You also told me there's a conservation
4 easement, correct?

5 A. That's correct.

6 Q. That's the Yampa Valley Land Trust
7 conservation easement?

8 A. That's correct.

9 Q. And there are also two City easements I
10 believe you told me; is that right?

11 A. That's correct.

12 Q. Do you know of any other easements?

13 A. Yes.

14 Q. What other easements do you know of?

15 A. There are a lot of possible other
16 easements for the Elk Lane access to residential
17 units --

18 Q. Okay.

19 A. -- across the Humble Ranch. There are
20 electrical and utility easements across the ranch.

21 Q. Are we talking --

22 A. I don't know how many.

23 Q. Are we talking about on the Meadows part
24 of the ranch, those last two you just described?

25 A. That is correct.

1 Q. All right. What easements haven't you
2 told me about that you know of on the Uplands
3 portion?

4 A. I believe we've talked about them all.

5 Q. Are there easements on the Dog Lake
6 portion?

7 A. There's a power line easement.

8 Q. Any other?

9 A. There's a conservation easement.

10 Q. Any other?

11 A. There's a City easement.

12 Q. Is that a trail easement?

13 A. I believe so.

14 Q. Okay. Any others?

15 A. There may be others I don't know about at
16 this point in time.

17 Q. What revenue generating activities are you
18 engaged in in connection with the Dog Lake property?

19 A. This year, none.

20 Q. What revenue generating activities have
21 you engaged in in the past 10 years?

22 A. Those lines, could have been hunting.

23 Q. Anything else?

24 A. No.

25 Q. You don't have any hay operation there?

1 A. There is no hay operation.

2 Q. No cattle operation there?

3 A. Cattle may be there. There have been
4 cattle on that piece of property in the last 10
5 years.

6 Q. Do you have the cattle ownership of your
7 own or how is the cattle operation conducted?

8 A. We own our own cattle as well as we
9 sublease to other ranchers.

10 Q. So you lease the -- a pasture to somebody
11 for a while? Is that how that works?

12 A. That is correct.

13 Q. And how many head of cattle does Humble
14 Ventures own?

15 A. Approximately 50.

16 Q. And are there other cattle as to which you
17 have some ownership interest?

18 A. No.

19 Q. Do you have a knowledge of how many cattle
20 can be supported by the available sustenance on the
21 Humble Ranch at one time?

22 A. Are we talking the Humble Meadows?

23 Q. Sir, I guess I'm trying to make it an
24 accumulated issue. If you want to break it up
25 that's okay. We can talk just about the Meadows

1 first or we can talk about the Meadows.

2 A. I would rather talk about the entire ranch
3 operation.

4 Q. Okay. How many cattle can be sustained at
5 one time on the entire ranch?

6 A. This year we're running about a hundred
7 pair.

8 Q. So that's 200 cattle? Or cow and calf, is
9 that what you're telling me?

10 A. That's correct.

11 Q. So it's a cow-calf kind of operation?

12 A. That is correct.

13 Q. Where are most of those animals?

14 A. Most of those are on the BLM lands.

15 Q. So you actually lease property -- lease
16 the ability to graze cattle on the BLM lands too?

17 A. That's true.

18 Q. So to go back to my initial questions, how
19 many cattle can the ranch itself sustain at any one
20 time?

21 A. Between 50 and 200.

22 Q. Okay. Now, sir, in connection with the
23 easements that exist as far as the City of Steamboat
24 Springs is concerned, you understand there are many
25 maps that exist that attempt to depict those

1 easements; is that right?

2 A. That is correct.

3 Q. And you've seen some of those maps in the
4 past?

5 A. I have.

6 Q. All right. See if I can ask you to
7 identify something else for me then, sir.

8 THE DEPONENT: Tom, can I take a break?

9 MR. LYONS: Sure, Mr. Trousil, you can
10 take a break whenever you tell me that is your
11 desire.

12 THE DEPONENT: Thank you.

13 (Whereupon, there was a break taken from
14 12:11 p.m. to 12:16 p.m.)

15 Q. (By Mr. Lyons) Sir, I'm going to hand you
16 what's been marked for purposes of identification --

17 MR. LYONS: I guess we're ready to go
18 everybody?

19 MR. DEIHL: Yeah.

20 Q. (By Mr. Lyons) I hand you what's been
21 marked for purposes of identification as Deposition
22 Exhibit M.

23 MR. CAMERON: N as in Nancy?

24 MR. LYONS: M and as Mary.

25 MR. CAMERON: Oh, okay.

1 Q. (By Mr. Lyons) Sir, I take it you would
2 not have seen M before; is that right?

3 A. I saw this yesterday.

4 Q. Okay. That's the first time you saw it?

5 A. Yes.

6 Q. And on it it's denoted as having come from
7 the Yampa Valley Land Trust at the bottom. Do you
8 see that?

9 A. I do.

10 Q. Okay. Other than having seen it yesterday
11 you had no knowledge it existed?

12 A. That is correct.

13 Q. Can you agree with me that the red box at
14 the bottom in the middle of the page on Exhibit M
15 appears to connote the Uplands portion of the Humble
16 Ranch?

17 A. No, that is not accurate.

18 Q. But does it appear to intend to connote
19 the Uplands portion of the Humble Ranch?

20 MR. DEIHL: Object to the form of the
21 question.

22 A. No.

23 Q. (By Mr. Lyons) What does the red box on
24 the legend to your left say?

25 A. The red box on the legend says YVLT CE's.

1 Q. Oh, I see. So conservation easement. Is
2 that what you take it to mean?

3 A. I would assume that's correct, although
4 there's other red boxes on here that are not Humble
5 Ranch properties.

6 Q. Okay. Well, I was just talking about the
7 one in the middle of the page toward the bottom. It
8 appears to be a square attached to an oblong. Do
9 you see that box?

10 A. Yes.

11 Q. And you don't think that's in the
12 approximate location of the Humble Ranch Uplands
13 section?

14 A. Well, we have more land that just the
15 conservation easement on the Uplands section.

16 Q. Okay. So what do you think that means in
17 terms of my question, does that appear to connote
18 the Uplands portion of the Highlands -- of the
19 Humble Ranch?

20 A. No.

21 MR. DEIHL: Object to the form of the
22 question.

23 Q. (By Mr. Lyons) Okay. Why not?

24 A. There's lands missing on this map that are
25 not denoted by the red boxlike structures.

1 Q. Right. And those would be the -- what we
2 call the Meadows portion?

3 A. No.

4 Q. Oh, okay. What is missing?

5 A. There are lands on the Uplands parcel that
6 are not denoted on this map.

7 Q. Where are those?

8 A. They are to the east of the eastern
9 boundary of the two rectangular lines.

10 Q. Okay. Why don't you put an X with a
11 circle around it there for me to show me what you're
12 talking about. Just write on it, that's fine. Now
13 that would be the portion of the property that is in
14 the limited development part of the Humble Ranch; is
15 that right?

16 A. That is correct.

17 MR. DEIHL: Objection.

18 Q. (By Mr. Lyons) You see the yellow lines
19 that pass through the two oblongs on that map,
20 Exhibit M?

21 A. I see more than two lines.

22 Q. I said yellow lines, I didn't say two.
23 You see the yellow lines there?

24 A. I see the yellow lines, yes.

25 Q. Do you see the legend on the left-hand

1 side indicating something about those?

2 A. Yes.

3 Q. Okay. Now, what do you understand that
4 legend to indicate that those yellow lines are
5 supposed to connote?

6 A. Well, this is not my map.

7 Q. I understand that.

8 A. The legend says, "Approximate Location of
9 Trail Easements."

10 Q. Okay. To your knowledge are those yellow
11 lines inside the two red oblong shaped -- or the red
12 oblong and square shaped portion of the middle of
13 the bottom of that page, are those yellow lines
14 approximately reflective of the trail easements
15 inside the Uplands portion of the Humble Ranch?

16 A. Whose trail easements?

17 Q. Any trail easements you know about.

18 A. I do not know.

19 Q. Okay. Let's go back to J. It's
20 underneath M. Okay. Back to J?

21 A. I am back on to J.

22 Q. All right. You told me earlier that the
23 red line that looks like Morse code you drew on
24 Exhibit J was intended to show the Colorado
25 Department of Wildlife Easement; is that right?

1 A. That is correct.

2 Q. On the Uplands portion of the Humble
3 Ranch?

4 A. That is correct.

5 Q. As well as all the way back down through
6 the Meadows portion of the Humble Ranch, right?

7 A. That is correct.

8 Q. Okay. Now, you see on Exhibit M there is
9 a similar line that seems to approximate the one
10 that you drew, don't you?

11 A. The -- there is one yellow line that seems
12 to be approximately that same line, yes.

13 Q. All right. Would you mark that for me,
14 with the pen that I handed you, on M to indicate
15 that it is No. 1, just so we know which one we're
16 talking about.

17 A. Can I clarify that. When I say
18 approximate it does not look like this line is
19 intersecting or even providing access to the
20 Department of Wildlife lands. So there are some
21 discrepancies in this map, that's Map M.

22 Q. Okay. That's fine. You just did.

23 A. Okay.

24 Q. Would you just mark No. 1 as the one
25 that's approximately the same as the one you marked

1 on Exhibit J with the red Morse code line.

2 A. Using the digit No. 1, is that --

3 Q. That would be fine. Sure. The digit
4 would be fine. Or however you'd like to do it. If
5 you want to write the letter or something else,
6 that's fine. How about if you circle it and put a
7 balloon arrow like you've done on Exhibit J just so
8 we know which one you're talking about. Wonderful.
9 All right.

10 Now, on Exhibit J there is no line that
11 appears to be to the west of the one you just marked
12 as an easement indicator; is that right?

13 A. That is correct.

14 Q. All right. Would you draw for me on
15 Exhibit J any City of Steamboat Springs easements
16 that you know exist on the Humble Ranch Uplands
17 property.

18 MR. DEIHL: I'm going to object to this
19 exercise if you're asking the witness from memory to
20 estimate where the Steamboat easements run.

21 MR. LYONS: Well, you can object. That's
22 fine. You did.

23 MR. DEIHL: I am.

24 A. Can you give me those instructions again.

25 Q. (By Mr. Lyons) Sure. Just draw for me

1 on J the approximate location of any City of
2 Steamboat Springs easements you know exist on the
3 Uplands portion of the Humble Ranch.

4 A. I don't feel comfortable drawing easements
5 on a map without any other information.

6 Q. What other information do you need?

7 A. I would like to look at the exhibit that
8 those easements are tied to.

9 Q. Okay. Well, what exhibit would that be,
10 sir? You mean the easements themselves? What do
11 you want?

12 A. There's a document that was conveyed to
13 the City that has those easements drawn on it.

14 Q. Are you talking about Exhibit A-2 to the
15 easement called the Two-track Trail Easement?

16 A. I don't know the exhibit number.

17 Q. All right. Well, let's look at what's
18 been marked for purposes of identification as
19 Deposition Exhibit D, sir. Let's get identified
20 what Exhibit D is, if you could tell me first, sir.

21 A. Exhibit D is the Grant of Trail Easement,
22 also known as Primitive Mountain Easement, Two-Track
23 Trail.

24 Q. This is the same exhibit that was marked
25 yesterday as Deposition Exhibit 4 for Mr. Wilson's

1 deposition, as well as Deposition Exhibit 4 for
2 Ms. Dorsey's deposition, as well as Exhibit 5 to the
3 amended complaint in this lawsuit. Is that all
4 right, as far as you know?

5 A. Yes.

6 Q. Okay. Did you sign Exhibit D?

7 A. Yes, I did.

8 Q. When?

9 A. The notary indicates I signed this on the
10 10th of May, 1999.

11 Q. Is that true?

12 A. I would assume so.

13 Q. Do you have any reason to doubt you signed
14 it on that date?

15 A. No.

16 Q. Do you have any reason to doubt that you
17 signed it?

18 A. No.

19 Q. Can you tell me, why did you sign it?

20 A. I agreed to the terms and conditions
21 within this document.

22 Q. Okay. And this was the grant of an
23 easement to the City of Steamboat Springs; am I
24 right?

25 A. Yes.

1 Q. And sir, let's turn now to -- did you find
2 in the Exhibit D the document that you were talking
3 about that had been previously identified as Exhibit
4 A-2 to Exhibit D, second to the last page I think it
5 is?

6 A. Yes, I have.

7 Q. Is that what you were asking me to show
8 you in order to be able to help me with Exhibit J?

9 A. Yes.

10 Q. And can you now do what I asked; that is,
11 to write on Exhibit J what you believe to be the
12 approximate locations of the easement which was
13 called the Primitive Mountain Easement granted to
14 the City of Steamboat Springs in 1999?

15 A. I don't feel comfortable transposing it,
16 but I can give you an approximate drawing.

17 Q. That would be just exactly fine with me,
18 sir. I want to know what you understand to be the
19 situation. So as best you can if you can draw that
20 on there for me, I would appreciate it.

21 MR. DEIHL: Object to the form of the
22 question.

23 A. What do you mean by situation?

24 Q. (By Mr. Lyons) The easement situation on
25 the Uplands portion of the Humble Ranch. I would

1 like you to draw on the map that is Exhibit J what
2 you believe to be the location of the Primitive
3 Mountain Easement on that Uplands portion of the
4 Humble Ranch.

5 MR. DEIHL: Same objection.

6 MR. LYONS: Okay.

7 Q. (By Mr. Lyons) Okay. Now, it looks like
8 you made three lines kind of in the shape of an
9 upside down T; is that right?

10 A. Those are my approximation lines, yes.

11 Q. Okay. And let's start with the furthest
12 west line that runs towards the east. What's that
13 supposed to connote?

14 A. That is supposed to connote Section --
15 Segment 3 on Exhibit A-2.

16 Q. Okay. And then the one that runs from
17 south to north just to the west of what you just
18 described as Section 3, what's that supposed to
19 connote?

20 A. That is supposed to connote No. 4.
21 Segment 4.

22 Q. Of the easement?

23 A. Of the easement.

24 Q. Described in Exhibit D?

25 A. Yes.

1 Q. Okay. And then what's the line that runs
2 from Segment 4, which you just described, to the
3 east towards your Morse code red line on Exhibit J?

4 A. That is a depiction of Segment No. 2.

5 Q. Okay. So, let's do this. I'm a little
6 confused by D that's why I wanted you to go through
7 this exercise with me. I don't want to draw it as D
8 is drawn because I don't think that it makes for
9 something that we can even understand. So I wonder
10 if you would just number on J for me, write the
11 number with a little balloon like you did on the
12 rest of the map, 2, 4, and I think 3 was the other
13 number you used, just to show me which one is which
14 from your point of view.

15 Now, we're going to get confused about
16 which number is intended to apply to which line, so
17 could you mark which number applies to which line
18 for me somehow. There we go. That would be great.
19 Lovely.

20 Now, from my understanding, sir, there are
21 other segments to the City's easements that you
22 haven't marked on Exhibit J; is that right? For
23 example, there's a segment on the Dog Lake section
24 called I think Segment 6, right?

25 A. That is correct.

1 Q. Could you put your approximation on
2 Exhibit J of the City's easement on the Dog Lake
3 portion which is called Segment 6.

4 And would you mark it again as you did the
5 others to show which one that is with a little arrow
6 again. Sorry to trouble you. Thank you, sir.

7 All right. Now, where are 1 and I guess
8 it's 5 of the City's easement segments on the Upland
9 portion of the Humble Ranch, sir? Could you locate
10 those for me, sir, with a line.

11 Q. So for 1 and 5 what you've marked is
12 actually coterminous with your Morse code red line
13 of the CDOW easement; is that right?

14 A. Could you define coterminous.

15 Q. Sure. It's on top of or the same as the
16 CDOW Access Easement line that you drew?

17 A. That is correct.

18 Q. Okay. And that's how you understand this,
19 that the CDOW easement is in the same piece of
20 earth, if you will, as is the City of Steamboat
21 Springs easement on the Upland portion of the Humble
22 Ranch?

23 A. No.

24 Q. Oh, it's not on the same piece of earth?

25 A. Well, are you referring to 1 and 5 only?

1 Q. Yes.

2 A. There are other easements up there that
3 are not coterminous with the DOW property.

4 Q. Okay. Well, we'll talk about just 1 and 5
5 as being coterminous. Is that your understanding?

6 A. That is my understanding.

7 Q. And 1 actually extends all the way out to
8 the county road; isn't that right?

9 A. No.

10 Q. Okay. Where does 1 extend to?

11 A. Well, if I'm looking at Exhibit A-2, 1 is
12 -- I mean, this document speaks for itself that 1 is
13 defined as it is on Exhibit A-2.

14 Q. So it's the easterly boundary of the
15 Uplands portion of the Humble Ranch?

16 A. No.

17 Q. Well, you're going to have to help me out
18 then, sir, because I don't know if I understand what
19 you understand to be the east end of Segment 1 of
20 the City's easement?

21 A. I see Section 1 being close to this
22 vertical line here which does not match out to the
23 eastern boundary of the Humble Uplands parcel.

24 Q. So it's disconnected from the Elk Lane
25 Trail and the CDOW easement there?

1 A. No, it's not disconnected. You said that
2 it's at one -- stops at the edge of this property.
3 According to this map, it does not.

4 Q. Oh, it goes further than the edge of the
5 property?

6 A. I'm looking at this exhibit.

7 Q. Well, I'm trying to figure out what you're
8 saying and I'm sorry to be dense about it, sir.

9 Would it help to look at the next page,
10 Exhibit A-3 on Exhibit D? Does that give you
11 further information about where Segment 1 of the
12 City's easement described in Exhibit D ends and the
13 eastern end.

14 A. No.

15 Q. Okay. So, there are -- there's also a
16 second City easement called the Elk Lane and Elk
17 Lane Trail Easement; is that right?

18 A. That is correct.

19 Q. All right. Hand you what's been marked
20 for purposes of identification as Deposition
21 Exhibit E and ask if you would please examine that
22 document. When you have, let me know, sir.

23 A. Can you ask your question, I was looking
24 at the document. I'm sorry, I didn't hear what you
25 said.

1 Q. Let me know when you've had a chance to
2 look at it.

3 A. I have had a chance to look at it.

4 Q. What is Exhibit E?

5 A. Exhibit E is the Grant of Trail Easement,
6 Elk Lane and Elk Lane Trail.

7 Q. And this pertains, again, to the Humble
8 Ranch; does it not?

9 A. That is correct.

10 Q. Did you sign Exhibit E?

11 A. Yes.

12 Q. And when did you do that?

13 A. The notary indicates that I signed it on
14 the 10th of May 1999.

15 Q. Is that when you signed it as far as you
16 know?

17 A. I believe so.

18 Q. Why did you sign it?

19 A. I accepted the terms and conditions within
20 this document.

21 Q. And you understood in connection with both
22 D and E that you were giving something that was
23 owned by Humble Ventures, LLC to the City of
24 Steamboat Springs; is that right?

25 A. That is correct.

1 Q. What did you understand you were giving?

2 A. Well, I think the document speaks for
3 itself.

4 Q. So you understood you were giving a trail
5 easement to the City of Steamboat Springs in D and
6 E?

7 A. That is correct.

8 Q. All right. What part of Exhibit J
9 connotes the easement granted by you in Exhibit E?

10 A. I -- I -- what part of Exhibit J?

11 Q. What on Exhibit J connotes the easement
12 that you granted in Exhibit E?

13 A. Well, the Exhibit E has a legal
14 description named Exhibit A, and that is what is
15 conveyed. I don't know what this legal description
16 on Exhibit A and how that relates to Exhibit J.

17 Q. So you don't know that anything on
18 Exhibit J that already exists in terms of describing
19 the Colorado Division of Wildlife Access Easement is
20 coterminous with Exhibit E's grant of easement to
21 the City of Steamboat Springs?

22 A. I believe it's coterminous. I don't know
23 where it starts and stops based on this legal
24 description.

25 Q. Okay. So is it fair to me -- is it fair

1 for me to assume that you think the red line you
2 drew in the Morse code fashion through the Meadows
3 portion of the Humble Ranch and continuing all the
4 way up to the Emerald Mountain State Wildlife Area
5 more or less depicts the same ground as is covered
6 by Exhibits D and E?

7 A. Can you ask that question again. I'm
8 sorry, I'm getting confused with all the exhibits
9 here. Can you ask that question again.

10 MR. LYONS: Actually, let's have her
11 reread it. Would you mind.

12 (Whereupon, the last question was read by
13 the reporter.)

14 Q. (By Mr. Lyons) And I'll modify it by
15 eliminating Segments 4, 3, 2 and 6.

16 A. Yes.

17 Q. Okay. And just to make sure I understand,
18 Segments 4, 3 and 2, as you've depicted on Exhibit J
19 and are described in part in Exhibit D, have never
20 been surveyed; is that right?

21 A. That is correct.

22 Q. Why not?

23 A. I don't know.

24 Q. You have never set out to survey those,
25 correct?

1 A. That is correct.

2 Q. But you understand the City has the
3 ability by virtue of Exhibit D to do that survey,
4 correct?

5 A. I don't know that.

6 Q. Is that an issue you understand exists in
7 connection with our litigation that brings us here
8 today?

9 A. Can you repeat your question.

10 Q. Is the issue of a survey any part of the
11 litigation that brings us here today, as far as you
12 know?

13 A. As far as I know, no.

14 Q. Okay. Now, on Exhibit J you told me there
15 has been a recent change in ownership that brought
16 the Bureau of Land Management into ownership of some
17 property west of the Uplands portion of the Humble
18 Ranch, right?

19 A. That is correct.

20 Q. Is there a closure issue with the BLM that
21 you know about?

22 MR. DEIHL: Object to the form of the
23 question.

24 A. I don't know what the status is today.

25 Q. (By Mr. Lyons) You understand what I mean

1 by closure? Property being closed?

2 A. You could help explain that to me.

3 Q. I'm just trying to figure out whether
4 there's any issue about when the Bureau of Land
5 Management allows public access to its property
6 during the year.

7 MR. DEIHL: Object to the form of the
8 question.

9 A. And what is your question again.

10 Q. (By Mr. Lyons) Do you know that there is
11 any issue about when the Bureau of Land Management
12 allows access to its property during the course of a
13 calendar year?

14 A. Issues with whom?

15 Q. Anyone.

16 A. I'm sure there are issues with people out
17 there as to closure dates.

18 Q. Do you know of any closure dates the BLM
19 has imposed on its property?

20 A. I understand it's proposing some closure
21 dates.

22 Q. What is being proposed, if you know?

23 A. I understand that the BLM is proposing the
24 same closure dates as the Emerald Mountain State
25 Wildlife Area.

1 Q. Okay. And what are those? Do you know?

2 A. December 1st through June 30th.

3 Q. Do you know what the scientific basis for
4 that would be?

5 A. To whom?

6 Q. To anyone.

7 A. To be on --

8 Q. To anyone. Any scientific basis that you
9 know about.

10 A. Well, I presume that the state wildlife
11 area closures have some scientific basis.

12 Q. But you don't know that, you just presume
13 so?

14 A. That's correct.

15 Q. Okay. All right. Hand you what's been
16 marked for purposes of identification as Deposition
17 Exhibit B, sir, B as in boy.

18 MR. LYONS: Sorry, Josh needs one too.
19 Sorry.

20 Q. (By Mr. Lyons) What's that?

21 A. This is a letter from Humble Ventures, LLC
22 to Bruce and Nancy Jarchow.

23 Q. Who are they?

24 A. Bruce and Nancy Jarchow are residents of
25 Dakota Ridge.

1 Q. What's Dakota Ridge?

2 A. It's a subdivision adjacent to the Humble
3 Ranch.

4 Q. So these are neighbors?

5 A. That is correct.

6 Q. All right. And you wrote this letter?

7 A. It appears that I did, yes.

8 Q. Did you sign it?

9 A. Yes.

10 Q. And this says Humble Ventures is located
11 on a Willow Creek address in Dakota Ridge. Is that
12 one that's a residence of yours?

13 A. That is correct.

14 Q. So this was before the Humble Ranch was
15 acquired by you through Humble Ventures, Inc. -- or
16 LLC?

17 A. Yes, the date of this letter March 12,
18 1999, that's prior to our closing of our
19 acquisition.

20 Q. And in this letter you describe what?

21 A. I describe everything in the letter.

22 Q. But what are you trying to do? What's the
23 purpose of the letter?

24 A. I don't know what the purpose is.

25 Q. Well, it says in the last paragraph that

1 "We need your written support." Do you see that?
2 In capital letters, right?

3 A. I do see that now, yes.

4 Q. Why did you need their written support?

5 A. As I read that paragraph it says, "We have
6 recently applied for a special use permit for the
7 handicapped facility and a land preservation
8 subdivision to properly fund and operate this
9 project. We need your written support. Please
10 address your support of the proposal to Andy Baur,
11 Routt County Planning, PO Box 773749, Steamboat
12 Springs, Colorado 80477."

13 Q. Is there anything in this letter that's
14 incorrect, sir?

15 A. Can you give me a moment to read this.

16 Q. Certainly. Take as long as you like, sir.

17 A. I believe the letter is correct as
18 written.

19 Q. Now, did you use a word processor to
20 create this letter?

21 A. Yes.

22 Q. Did you send a letter like this to anyone
23 besides Bruce and Nancy Jarchow?

24 A. I don't remember. That was 10 years ago.

25 Q. So you don't remember that you sent it to

1 each of the residents of the Dakota Ridge
2 subdivision?

3 A. No, I don't remember.

4 Q. You don't remember that you sent it to
5 anyone else?

6 A. I don't remember.

7 Q. Okay. Hand you what's been marked for
8 purposes of identification as Deposition Exhibit C.
9 Sorry, I've got a problem with stapling it looks
10 like. I'll have to staple this later. It's got
11 three pages and I'll put a paper clip on it for you.

12 Take your time and read it, sir, if you
13 would.

14 MR. CAMERON: I'm sorry, Tom, this is C as
15 in cat?

16 MR. LYONS: C as in cat. Yes, sir.

17 (Whereupon, there was a pause in the
18 proceedings at this time.)

19 A. Okay. I've read it.

20 Q. (By Mr. Lyons) Okay. Do you remember
21 having seen this before today, sir?

22 A. Yes, I believe I've seen this.

23 Q. Okay. This was not written by you, but
24 received by you, correct?

25 A. It is addressed to me, yes.

1 Q. Did you receive it on or about May 13th of
2 1999?

3 A. I don't know.

4 Q. Did you make a promise to the homeowners
5 association on behalf of Humble Ventures to locate
6 pedestrian, equestrian and bicycle access off of Elk
7 Lane?

8 A. In relation to this letter?

9 Q. No, sir, in relation to the acquisition of
10 the Humble Ranch.

11 A. I'm assuming that you're quoting a section
12 of this.

13 Q. Right. It's in the middle of the first
14 page.

15 A. Okay. Yes.

16 Q. Okay. Hand you what's been marked for
17 purposes of identification as Deposition Exhibit F.
18 F as in Frank. And sir, have you had a chance to
19 look at Exhibit F?

20 A. I have.

21 Q. What is it?

22 A. It's a map.

23 Q. Who created it?

24 A. I don't know.

25 Q. And it doesn't -- it doesn't help you to

1 see that it has your former residence address on it?

2 A. No.

3 Q. And you didn't create it?

4 A. I don't know. The map is completely
5 inaccurate. It's just -- the boundaries are -- are
6 wrong.

7 Q. Okay. Can you tell me anything else about
8 this map?

9 A. The property underlayment is not of any
10 program that we ever used to map anything. So I
11 don't know who created this map.

12 Q. Okay. Thank you. I wonder if you would
13 take a look for me at Deposition Exhibit G as in
14 George. Have you had a chance to look at it, sir?

15 A. Yes.

16 Q. What is it?

17 A. This is a letter from Humble Ventures, LLC
18 to Chris Wilson dated June 13th, 2007.

19 Q. You wrote the letter?

20 A. Yes.

21 Q. And did anyone help you?

22 A. We had help from an attorney.

23 Q. Okay. I don't want to ask you anything
24 about what help an attorney gave you, so I just want
25 to make sure that nobody else besides an attorney

1 helped you.

2 A. That is correct.

3 Q. So it was you and an attorney?

4 A. That is correct.

5 Q. When you went to speak to Chris Wilson on
6 May 22nd, 2007, did you tell him that you had
7 conferred with an attorney regarding any issues
8 associated with the easements?

9 MR. DEIHL: Object to the form of the
10 question.

11 A. Can you ask your question again.

12 Q. (By Mr. Lyons) Sure. When you went to
13 speak with Chris Wilson on May 22nd, 2007, which you
14 said you did in your letter, Exhibit G, did you tell
15 Mr. Wilson that you had help from an attorney with
16 respect to any issues you discussed with Mr. Wilson?

17 MR. DEIHL: Object to the form of the
18 question.

19 A. I don't think we had help from the
20 attorney at the discussions that we had.

21 Q. (By Mr. Lyons) Did you tell Mr. Wilson
22 anything about help from an attorney when you talked
23 to Mr. Wilson on May 22nd, 2007?

24 A. No, I did not state to Mr. Wilson that I
25 had help from an attorney at those discussions.

1 Q. Okay. Let me see if I can get some
2 background here, sir. Now, if I understand
3 correctly, from whenever in 1999 you acquired the
4 Humble Ranch through Humble Ventures, LLC, until
5 sometime in the spring of 2007, were there any
6 issues you raised respecting any Steamboat Springs
7 trail easement on the Humble Ranch?

8 A. Can you say that question again.

9 MR. LYONS: Let's ask the reporter to read
10 it.

11 (Whereupon, the last question was read by
12 the reporter.)

13 A. No.

14 Q. (By Mr. Lyons) Sometime in the spring of
15 2007 some issues arose; am I right? Respecting
16 those easements?

17 A. Yes.

18 Q. Why don't you tell me, how did that come
19 to pass? What happened?

20 A. What sparked those issues, today I don't
21 remember specifically.

22 Q. Just tell me anything you do remember.

23 A. I remember having two meetings with Chris
24 Wilson.

25 Q. Okay. Why don't you tell me, when was the

1 first?

2 A. I don't remember the first meeting prior
3 to May 22nd, but it happened that same spring.

4 Q. Okay. What happened at that meeting?

5 A. We had discussed some issues regarding the
6 Steamboat easements and I was trying to understand
7 the situation from the City at that time.

8 Q. Okay. What had you discussed?

9 A. Well, I think we discussed use issues,
10 wildlife closure issues and safety issues.

11 Q. Now, if I understand you correctly, you're
12 describing a meeting that occurred before May 22nd,
13 2007?

14 A. That is correct.

15 Q. Where was that meeting?

16 A. In Chris's office.

17 Q. How long did it last?

18 A. I don't know.

19 Q. Who was in attendance?

20 A. Chris Wilson and I.

21 Q. Did you generate any kind of writing
22 subsequent to the meeting to memorialize what
23 happened during the meeting?

24 A. No.

25 Q. What do you remember the discussion as

1 being?

2 A. There was concern about wildlife closures,
3 there was concern about bicycle safety, there was
4 concern about trail construction.

5 Q. As best as you can, why don't you tell me
6 what did you say regarding wildlife closures?

7 A. I asked -- and again, this may be -- we
8 had two meetings and there was overlap on the topics
9 on both meetings, so there was a meeting prior to
10 May 22nd and there was a meeting on May 22nd.

11 Q. Fair enough. I understand. I'm trying to
12 ask about the first meeting as best you can
13 recollect. If you can, segregate anything about
14 that meeting from the later meeting.

15 A. I'm not able to segregate the two
16 meetings.

17 Q. Okay.

18 A. The topics were very similar.

19 Q. Who set up the meeting, the first one?

20 A. I don't remember.

21 Q. Do you know what the catalyst for setting
22 up the meeting was?

23 A. I don't remember.

24 Q. Well, I guess I'm a little bit befuddled
25 here, sir. For eight years there had been no

1 meeting and now there was one; is that right?

2 A. That is correct.

3 Q. And you have no reason to understand
4 anything about why there would be a meeting eight
5 years after the easements were granted?

6 A. No, I don't remember what triggered off my
7 call or Chris's call to me to have that first
8 meeting that spring. I don't remember what event
9 triggered that meeting.

10 Q. During the eight years preceding that
11 first meeting, sir, was the public accessing the
12 Uplands portion of the Humble Ranch pursuant to any
13 easement?

14 A. Yes, the public was accessing the state
15 wildlife area over the DOW easements.

16 Q. In what volume? How many people were
17 involved in doing that access?

18 A. I have no idea what the volume was.

19 Q. Well, it wasn't like walking down the 16th
20 Street mall at lunchtime, was it?

21 A. No.

22 Q. And it wasn't no one?

23 A. That is correct.

24 Q. All right. So it's somewhere in between
25 thousands and no one, correct?

1 A. That's correct.

2 Q. And how much closer to no one was it than
3 thousands?

4 A. Are we talking about on an annual basis?

5 Q. Tell me any way you'd like to, sir.

6 A. I'm sure it was in excess -- it was
7 hundreds per year, if not thousands.

8 Q. Okay. Over the whole of the eight years?

9 A. Per year.

10 Q. Right. But over the whole of the eight
11 years?

12 A. Yes.

13 Q. It was between hundreds and thousands of
14 people?

15 A. Of daily users, yes.

16 Q. What were they doing? What were those
17 people who were visiting doing?

18 A. Well, there were hunters accessing the
19 state wildlife area.

20 Q. Okay.

21 A. There were people walking and there were
22 people riding horses.

23 Q. Were those neighbors? People that lived
24 in the area?

25 A. Yes, they were neighbors and other public

1 types.

2 Q. Now, if you were going to ride a horse on
3 that easement in that eight prior years, how would
4 you go about that if you didn't live in the
5 neighborhood? Did you have to trailer your horse to
6 the parking lot or something?

7 A. Yes. People have trailered their horse to
8 the state wildlife parking lot and ridden up Elk
9 Lane to the state wildlife area.

10 Q. Thousands of them?

11 A. Horses?

12 Q. People. People on horseback?

13 A. Oh, no, not thousands of people on
14 horseback.

15 Q. Hundreds?

16 A. Possibly, yes.

17 Q. How about walkers? In the course of a
18 year give me an estimate of the number of people who
19 walked from the state wildlife parking lot onto the
20 Department of -- Division of Wildlife's easement up
21 to or into the Humble Ranch.

22 A. I don't know.

23 Q. Okay. And sir, have you ever had occasion
24 to interfere with anybody who was accessing the
25 Humble Ranch through the Division of Wildlife

1 easement?

2 A. Can you say that again.

3 Q. Did you interfere with anybody accessing
4 the Humble Ranch using the Division of Wildlife
5 easement, yourself?

6 A. I don't recall any incidents.

7 Q. Okay. Somewhere I have the understanding
8 that there had been an observation by you of
9 bicyclists on the private road or in the Humble
10 Ranch, somewhere around in the vicinity. Did you
11 have observation opportunities of people on bicycles
12 during the eight years prior to the spring of 2007
13 that you were involved with Humble Ranch?

14 A. Yes.

15 Q. And were those bicyclists doing anything
16 you thought was improper?

17 A. We have had bicyclists trespassing, yes.

18 Q. Okay. And what did you do about that?

19 A. We did not -- I personally did not do
20 anything.

21 Q. Did you call the sheriff about it?

22 A. No.

23 Q. The sheriff is the law enforcement agency
24 in that area, correct?

25 A. That is correct.

1 Q. Are you aware of anyone else calling the
2 sheriff about bicyclists trespassing in the vicinity
3 of the Humble Ranch?

4 A. I believe other neighbors have called the
5 sheriff, yes.

6 Q. With what --

7 A. But I don't know.

8 Q. With what result?

9 A. I don't know.

10 Q. So, you had one meeting with Chris Wilson
11 in the spring of 2007 before May 22nd. How long was
12 that meeting?

13 A. I believe you already asked me that
14 question.

15 Q. If I did, I'm sorry, I have forgotten the
16 answer. Could you repeat it?

17 A. I don't remember. It may have been an
18 hour.

19 Q. Okay. And then there was another meeting
20 on May 22nd, right?

21 A. That is correct.

22 Q. Let's go back to the first one. What did
23 Chris Wilson tell you during the first meeting?

24 A. Again, I don't remember. I cannot
25 differentiate today what those two meetings were

1 about.

2 Q. Okay. So you don't remember anything
3 specific he said during the first meeting; is that
4 fair?

5 A. Specifically today, no, I don't remember.

6 Q. Okay. There was a meeting on May
7 the 22nd, 2007?

8 A. That is correct.

9 Q. What was the purpose for the second
10 meeting?

11 A. The purpose was the same as my first
12 meeting on concerns about wildlife closures, safety
13 and then trail construction.

14 Q. Okay. Why did you need a second meeting?

15 A. Because I don't believe we resolved
16 anything in our first meeting.

17 Q. So you had initiated the second meeting?

18 A. I don't remember who initiated the second
19 meeting.

20 Q. Who initiated the first one you don't
21 remember either, right?

22 A. That's correct.

23 Q. Between the first meeting and the second
24 meeting how much time passed?

25 A. One to three months.

1 Q. In that interim what did you do in
2 relation to the City's easement on the Humble Ranch,
3 if anything?

4 A. Can you repeat that question.

5 Q. In the interim between the first meeting
6 and the second meeting as we've described them here,
7 what did you do in relation to the City easements on
8 the Humble Ranch, if anything?

9 A. In relation to the City easements we did
10 nothing.

11 Q. Okay. Then you went to the second
12 meeting. Tell me what --

13 A. Yes.

14 Q. -- it was that you remember about the
15 second meeting apart from what's in Exhibit G.

16 A. I think Exhibit G is a very accurate
17 description of what occurred --

18 Q. I see.

19 A. -- in our first -- or those two meetings.

20 Q. And that was your intent of writing
21 Exhibit G; is that fair?

22 MR. DEIHL: Object to the form of the
23 question.

24 A. Can you ask me the question again.

25 Q. (By Mr. Lyons) Sure. It was your intent

1 in Exhibit G to recite what occurred in the second
2 meeting; is that true?

3 A. According to the document I say here:
4 Based on our conversations it is my understanding
5 the City's position can be stated as follows.

6 Q. So what you were trying to do is express
7 your understanding of the situation?

8 A. Yes.

9 Q. Okay. Now, the first issue that exists
10 here is some issue about closure of easements; is
11 that right?

12 A. Are you referring to this letter?

13 Q. Well, I also am referring to the lawsuit.
14 Isn't there an issue about closure of the easements
15 associated with the letter and the lawsuit?

16 A. That is correct.

17 Q. What's the issue, the best you understand
18 it?

19 A. That the City will not close their
20 easements in -- according to the same closure dates
21 as the state wildlife area.

22 Q. Okay. And what is it that you understand
23 makes that an issue?

24 A. The impact to wildlife habitat, the --
25 it's also that we gave the City a contract that had

1 those terms in it and we felt that that contract was
2 being violated.

3 Q. Okay. What contract are you talking
4 about?

5 A. I am talking about Exhibit D.

6 Q. All right. What page? Are you looking at
7 page 2, paragraph 5, sir? Is that the one you're
8 talking about?

9 A. Thanks for the help.

10 Q. Sure. I want to make sure we don't waste
11 time here, but I also don't want to put words in
12 your mouth.

13 A. Yes, it's page 2, paragraph 5.

14 Q. Okay. Now, please explain to me what is
15 your understanding of what page 2, paragraph 5 of
16 Exhibit D is intended to do?

17 A. Well, I think the contract speaks for
18 itself.

19 Q. Okay. I'm asking you what you understand,
20 not what the contract says.

21 A. Well, I agree with what the contract says
22 and that is: The City agrees to cooperate with the
23 Division of Wildlife with regard to temporary
24 closure of the easement due to elk calving, elk
25 winter range, hunting and other wildlife safety and

1 protection concerns.

2 Q. Okay. And in what respect do you think
3 that matters to you?

4 A. We want to protect wildlife habitat.

5 Q. When you say "we" --

6 A. In accordance -- Humble Ventures would
7 like to protect wildlife habitat in -- according to
8 DOW standards.

9 Q. Okay. What are the DOW standards? What
10 are you talking about?

11 A. Today I'm talking about the state wildlife
12 area, Emerald Mountain State Wildlife Area.

13 Q. And what are the standards that apply
14 there? What standards are you talking about?

15 A. The standards of wildlife closure. We're
16 specifically talking about wildlife closures.

17 Q. What is your understanding of the
18 situation from the point of view of the Colorado
19 Division of Wildlife?

20 A. Say that again.

21 Q. What's your understanding of the
22 circumstances on the Emerald Mountain State Wildlife
23 Area respecting closure from the standpoint of the
24 Division of Wildlife?

25 A. The Division of Wildlife closes its access

1 and its property from December 1st through
2 June 30th.

3 Q. Based on what?

4 A. Based on protecting elk calving, elk
5 winter range and -- and other wildlife habitat.

6 Q. Do you have any knowledge of the
7 scientific justification the Division of Wildlife
8 has for its closure decisions?

9 A. No.

10 Q. Have you spoken with anyone from the
11 Division of Wildlife about the closure of the
12 Emerald Mountain State Wildlife Area?

13 A. I'm sure I have, I just don't remember the
14 specific conversation.

15 Q. Have you had any conversation with them
16 about what dates apply?

17 A. No.

18 Q. Have you had --

19 A. Not -- not of recent memory.

20 Q. How many elk live on the Humble Ranch,
21 sir?

22 MR. DEIHL: Object to the form of the
23 question.

24 A. It depends on what you define as the
25 Humble Ranch.

1 Q. (By Mr. Lyons) However you'd like to
2 define it. How many elk live on Humble Ranch as far
3 as you know?

4 A. We consider that elk have a range and they
5 move on and off the property.

6 Q. Uh-huh.

7 A. We estimate that there might be 300 or so
8 elk on the Emerald Mountain area which is very
9 speculative.

10 Q. Okay. Now, I've seen elk all over the
11 vicinity there personally, sir, haven't you?

12 A. Yes.

13 Q. And you've seen elk on the golf course
14 nearby, right?

15 A. I have not seen elk on the golf course.

16 Q. Okay. Have you seen elk anywhere other
17 than in an area where there are no people?

18 A. Have I seen elk where?

19 Q. Where there are people.

20 A. Yes.

21 Q. Okay. Where?

22 A. Estes Park.

23 Q. And you've seen them in your own
24 neighborhood, haven't you?

25 A. That is correct.

1 Q. And there are people around there, right?

2 A. That is correct.

3 Q. So it isn't true that people and elk can't
4 co-exist, is there?

5 MR. DEIHL: Object to the form of the
6 question.

7 A. I wouldn't agree.

8 Q. (By Mr. Lyons) Oh, I see. You think
9 people and elk cannot co-exist?

10 A. I think that wildlife habitat is required
11 for elk calving purposes. I have not seen an elk
12 calve in a residential neighborhood.

13 Q. Okay. Is that the only limitation on
14 co-existence you recognize?

15 MR. DEIHL: Object to the form of the
16 question.

17 Q. (By Mr. Lyons) Between people and elk?

18 A. I think elk have moved through residential
19 areas to go from one point to the other, yes.

20 Q. Okay. So just to make sure I understand
21 your position completely, sir, and I want to give
22 you every opportunity to articulate it, it's your
23 position that if the Division of Wildlife says this
24 easement is closed, that is a compulsory obligation
25 of the City of Steamboat Springs, correct?

1 A. That is correct.

2 Q. And that is your position based upon
3 paragraph 5 of Exhibit D as we've examined it today,
4 page 2, right?

5 A. That is correct.

6 Q. It isn't based on anything else?

7 A. No.

8 Q. All right. Let's see. The second issue
9 here -- and this is what you've told Mr. Wilson,
10 right, about your position respecting closure?

11 A. That is right.

12 Q. And according to your understanding, the
13 City told you they had no intention -- or Mr. Wilson
14 told you they have no intention of cooperating or
15 honoring CDOW closures, right?

16 A. That's what I state in my letter, yes.

17 Q. That's a quotation from Mr. Wilson; is
18 that what you said?

19 A. I did not quote it, no.

20 Q. So this is a paraphrase?

21 A. That is correct.

22 Q. Well, what did he say?

23 A. I don't know specifically what he said.

24 Q. You can't put any words in his mouth; is
25 that right?

1 A. A year and a half later, no.

2 Q. Well, you didn't do it June 13th, 2007
3 either, did you?

4 A. That's correct.

5 Q. Is it fair to say you were attempting to
6 synthesize what was told to you?

7 A. No.

8 Q. Okay. Well, what were you attempting to
9 do in writing Exhibit G?

10 A. It is to state the City's position.

11 Q. So this is your understanding of the
12 City's position? Is that what you're saying?

13 A. That is correct.

14 Q. It's not a quote, right?

15 A. That is correct.

16 Q. You didn't tape the conversation?

17 A. That is correct.

18 Q. Let's look at No. 2 on Exhibit G --
19 paragraph No. 2 on Exhibit G. Here we're talking
20 about what trails are open, right?

21 A. Are you referring to City trails?

22 Q. Well, I'm reading what you've put here on
23 paragraph No. 2 on the first page of Exhibit G in
24 front of you there, where you say: We also
25 discussed the other trails outside the Agate Creek

1 Corridor, in particular Primitive Mountain Easements
2 1 through 6 as referred to in the easement. That's
3 what I was asking about, but if I'm unclear just say
4 so.

5 A. You are correct.

6 Q. Okay. So, now we're on to a subject other
7 than what the CDOW does, right?

8 A. That is correct.

9 Q. And now we're on to the subject of what
10 trails are open pursuant to the City's easements
11 apart from what the Division of Wildlife says,
12 right?

13 A. Right.

14 Q. What's the issue?

15 A. The issue is, as stated here I believe,
16 under the easement I believe I defined the easement
17 as what you referred to as Exhibit D, that unless
18 the community cabin exists the City has no access
19 rights.

20 Q. Okay. So let's make sure we get as clear
21 as we can get here, sir. One of the things you say
22 in that paragraph 2 is that trails -- you're talking
23 about trails outside the Agate Creek Corridor.
24 Which ones are those? And you can refer to
25 Exhibit J or whatever you need to to tell me which

1 trails are outside the Agate Creek Corridor.

2 A. The trails outside of Agate Creek Corridor
3 are 2, 3 and 4.

4 Q. Okay. So those are the ones that are
5 unsurveyed, right?

6 A. That is correct.

7 Q. Okay. And just to make sure I know what
8 we're doing here, Agate Creek is a creek that runs
9 through the property; is that correct?

10 A. It is a perennial creek, yes, that runs
11 through the property.

12 Q. As opposed to an annual creek,
13 intermittent creek?

14 A. Yes.

15 Q. Okay. Let's make sure we get that figured
16 out here. Hand you what's been marked for purposes
17 of identification as Deposition Exhibit K as in
18 Katherine.

19 Did you see this one yesterday as well,
20 sir?

21 A. Yes.

22 Q. Was that the first time you saw Exhibit K?

23 A. Yes.

24 Q. And you understand that it's a Yampa
25 Valley Land Trust aerial photograph that's been

1 marked with a red oblong and boxes again like we
2 talked about with respect to Exhibit M earlier?

3 A. Yes.

4 Q. And it appears to depict, to me at least,
5 the Humble Ranch Upland section; is that right?

6 A. No.

7 Q. Oh, it's not. Okay. What's wrong with
8 that in terms of being a depiction of the Humble
9 Ranch Upland section?

10 A. Again, this does not include all of our
11 lands on the Upland section.

12 Q. Okay. So it doesn't include the 600-odd
13 acres to the east as far as the red boxes are
14 concerned?

15 A. Parts of that, yes. I don't think -- I
16 don't know if these lines are -- how accurate these
17 lines are --

18 Q. In relation to your property line?

19 A. In relation to our property lines.

20 Q. Sorry. So if it's approximate we
21 understand that. Does it look topographically to be
22 like the Humble Ranch Uplands area as far as you
23 know?

24 A. I don't know topographic lines on this
25 map.

1 Q. I understand that, but have you had the
2 opportunity to be on Humble Ranch Upland section?

3 A. Yes.

4 Q. And you've seen it physically?

5 A. Yes.

6 Q. Have you seen it from the air?

7 A. No.

8 Q. So you don't have any idea whether this
9 does or doesn't show anything from the air that
10 actually is on the ground there?

11 A. This looks like it is a representation of
12 our property on the Uplands, yes.

13 Q. Okay. On K, can you mark for me, where is
14 your residence?

15 A. It's not on this map.

16 Q. All right. And can you mark for me where
17 is the tent camp. Can you put TC inside that circle
18 for me -- or outside the circle, that's fine. That
19 -- actually you can see a little clearing there,
20 right?

21 A. That is correct.

22 Q. Does that mean to you that this photograph
23 was taken after the tent camp was created?

24 A. No.

25 Q. It doesn't appear to be that the camp is

1 there?

2 A. I can't tell.

3 Q. But there is a clearing there, right?

4 A. There is a clearing there.

5 Q. All right. And would you mark for me the
6 Agate Creek Corridor that you talked about in
7 Exhibit G as being the trails -- as being the Agate
8 Creek Corridor Trail?

9 A. What am I marking?

10 Q. I'd just like you to show me where is the
11 Agate Creek Corridor Trail, that's what I'm
12 interested in, if you can show me. I don't want you
13 to draw a whole line but if you can give me an idea
14 of where it is. So it's kind of a lightened area
15 that runs from north to south as I look at it, you
16 can see as though --

17 A. Yes.

18 Q. It says though there is actually something
19 that has a lot of the vegetation to be diminished
20 enough so that you can see kind of a line running
21 down the map; is that right?

22 A. Yes.

23 Q. And that's because there is in fact a road
24 there, an old two-track road?

25 A. No, I believe that what you see on this

1 map is the creek.

2 Q. Oh, I see. You can't see the actual
3 two-track road?

4 A. I don't see it.

5 Q. Okay. Now, sir, I think earlier we asked
6 about other roads in this Uplands area. There are
7 other roads in this area besides that along the
8 Agate Creek Corridor; isn't that right?

9 A. That is correct.

10 Q. And there are ranch roads that have been
11 there historically for a long time?

12 A. Yes.

13 Q. And they are roads that you still use
14 today on the property, right?

15 A. That is correct.

16 Q. And how many are there, different roads,
17 as far as you know?

18 A. I don't know.

19 Q. Okay.

20 A. We have a lot.

21 Q. All right. So when you were talking in
22 Exhibit G about trails outside the Agate Creek
23 Corridor you were actually describing those, I think
24 you said, were to the west of the Agate Creek
25 Corridor and you earlier marked them on Exhibit J as

1 4, 3 and 2, correct?

2 A. That is correct.

3 Q. And just to make sure I understand as best
4 I can your circumstances here, those trails, as far
5 as you are concerned, are closed and have been
6 closed since you acquired the Uplands portion of the
7 Humble Ranch; is that right?

8 A. That is correct.

9 Q. And the reason they are closed is?

10 A. The reason they are closed is because of
11 the terms and conditions in Exhibit D.

12 Q. Which term and condition specifically are
13 you referencing, sir?

14 A. Anything that refers to Sections 2, 3 and
15 4, and perhaps there are other conditions in here as
16 well.

17 Q. Well, let's look at that then.

18 A. Okay.

19 Q. Let's look at paragraph 7 of page 3. Do
20 you see that one?

21 A. Yes.

22 Q. That one says that: Notwithstanding the
23 foregoing, the City agrees that the -- Segments 1, 2
24 and 4, that there should be no public use until
25 there's a public trail connecting the northerly

1 terminus -- I'm paraphrasing, I understand -- of
2 Primitive Mountain Easement 4, and provides a public
3 outlet other than back through Elk Lane Easement; is
4 that right?

5 A. That's what the paraphrased statement
6 says, yes.

7 Q. Okay. And Segment 4 is the one you marked
8 on Exhibit J?

9 A. That's correct.

10 Q. And as far as you know has there been some
11 sort of an outlet created there for the public to
12 use to leave besides turning around and retracing
13 their steps through the ranch?

14 A. No.

15 Q. And in so far as you are concerned then,
16 that's one of the barriers to the public access; is
17 that right?

18 A. That is correct.

19 Q. And then do you understand that there is a
20 plan afoot to create that outlet?

21 A. I do not know any specifics on that plan.

22 Q. But you never mention that in connection
23 with paragraph 2 on Exhibit G, do you?

24 A. You've lost me here. I'm not sure what
25 you're referring to.

1 Q. Well, you didn't mention that there is
2 some northerly terminus outlet needed in order to
3 have the public access Segment 4 when you're writing
4 Exhibit G, paragraph 2?

5 A. That is correct.

6 Q. Okay. All you write about there is a
7 cabin, right?

8 A. Yes.

9 Q. All right. Why didn't you talk about
10 paragraph 7 of Exhibit D in paragraph 2 of
11 Exhibit G?

12 A. Can you -- I'm sorry can you state that
13 question again.

14 Q. Sure. Why didn't you talk about paragraph
15 7 of Exhibit D when you wrote paragraph 2 of
16 Exhibit G?

17 A. I don't know.

18 Q. Okay.

19 THE DEPONENT: Can I take a break?

20 MR. LYONS: Sure. Whenever you wish,
21 that's fine.

22 (Whereupon, there was a break taken from
23 1:28 p.m. to 1:39 p.m.)

24 Q. (By Mr. Lyons) Okay. Mr. Trousil, are
25 you ready to go back to work?

1 A. I am. Thank you.

2 Q. Let's go back to Exhibit G. Now, my
3 understanding is that somehow there's a cabin issue
4 here. I'd like you to tell me what you have as your
5 understanding of a cabin issue in this lawsuit.

6 A. Well, the -- Exhibit D states there are
7 requirements of the City by which a cabin is a
8 contingency.

9 Q. Okay. And where is that? In paragraph 8
10 on page 3?

11 A. Well, paragraph 8 is -- yes, that's where
12 it talks about the cabin.

13 Q. Okay. What's the contingency? What needs
14 to be done?

15 A. Well, as paragraph 8 states -- and again,
16 I signed this document accepting the terms and
17 conditions, paragraph 8 says: Notwithstanding the
18 foregoing, the City agrees and covenants with Humble
19 that no public use of Primitive Mountain Easements
20 1, 2 and 3 shall be permitted until such time as a
21 community wilderness cabin is constructed at the
22 westerly terminus of Primitive Mountain Easement 3.

23 Q. Okay. That's what it says?

24 A. Yes.

25 Q. What do you understand that means?

1 A. I think the document speaks for itself.

2 Q. So you don't have any external
3 understanding?

4 A. No.

5 Q. Okay. Is there a cabin?

6 A. No.

7 Q. Where is the cabin to be?

8 A. At the westerly terminus of Primitive
9 Mountain Easement 3.

10 Q. Show me on J if you wouldn't mind, sir.
11 Could you mark that for me. Where is the westerly
12 terminus of Primitive Mountain Easement?

13 A. Well, I would rather not use J since it's
14 a hand drawn estimate of easements.

15 Q. Well, I understand it's approximate, I'm
16 just trying to figure out as best I could in any way
17 approximately where it is.

18 A. Would you like me to mark --

19 Q. Sure. Just do something to show us that's
20 where you think, approximately, the cabin is
21 supposed to be according to what it says in
22 paragraph 8 of Exhibit D.

23 You drew a large circle there; is that
24 right?

25 A. That's right.

1 Q. Encompassing the number 3 that you wrote
2 on there and almost touching the number 4; is that
3 right?

4 A. Well, you suggested an approximate
5 location, so I'm being safe.

6 Q. Okay. Now, Primitive Mountain Easement
7 Segments 3 and 4 are not -- do they have any
8 relationship to anything on the topography of the
9 ranch as far as you know? Are there old roads there
10 or --

11 A. No.

12 Q. -- drainages or anything that would
13 connote where they are to be located?

14 A. No.

15 Q. So they could be about wherever once the
16 survey got done?

17 A. That's correct.

18 Q. That's one of the reasons for your
19 approximation concerns?

20 A. That's correct.

21 Q. Okay. And in so far as the cabin is
22 concerned what steps have you taken, if any, in
23 relation to the creation of a wilderness cabin?

24 A. We have reserved a cabin right in our
25 conservation easement.

1 Q. Okay. Any other steps?

2 A. No.

3 Q. Okay. Now, let's talk -- make sure I
4 understand the issue with the conservation easement.
5 The conservation easement is to prevent, basically,
6 development on the property, right?

7 A. That is correct.

8 Q. And yet there are some things that the
9 conservation easement allows, right?

10 A. That is correct.

11 Q. Like continued ranching?

12 A. I don't -- I would have to take a look and
13 make sure that's in there, but I would assume that
14 it is.

15 Q. Well, since you've been ranching and
16 nobody's called you on it, seems to me kind of
17 reasonable that that would be true?

18 A. That would be a reasonable assumption,
19 yes.

20 Q. Okay. And in order to be able to have
21 this cabin we've been talking about just now, there
22 needed to be a reservation of a right to the owner
23 of the property in connection with the conservation
24 easement so that a cabin could be constructed in the
25 future, right?

1 A. That is correct.

2 Q. And that was reserved to the Humble
3 Ventures, LLC in the conservation easement, right?

4 A. Can you please restate that question
5 again.

6 Q. The ability of Humble Ventures, LLC to
7 build a cabin on the property, that's called the
8 Upland portion of the Humble Ranch, was reserved in
9 the conservation easement?

10 A. That is correct.

11 Q. And that's different than the tent camp
12 we've talked about earlier today, right?

13 A. That is correct.

14 Q. And there's a reservation for the tent
15 camp in the conservation easement, right?

16 A. No.

17 Q. There's not?

18 A. No.

19 Q. Okay. Why not? If you know.

20 A. There is no reservation of tent camp in
21 the conservation easement.

22 Q. Well, you intended to have a tent camp
23 when you bought the property, didn't you?

24 A. No.

25 Q. Well, I guess I'm a little puzzled then.

1 I have to ask you to give me a little information
2 about an exhibit we already talked about. Let's go
3 back to Exhibit B. Do you have that, B as in boy.
4 It's the letter to the Jarchows. There it is. Got
5 Exhibit B?

6 A. I do have Exhibit B.

7 Q. All right. Your first paragraph numbered
8 there on the letter you wrote on March the 12th,
9 1999, that certainly indicated that you were going
10 to create a visitation facility for physically
11 handicapped children on the Humble Ranch, didn't it?

12 A. That is correct.

13 Q. So you knew there would be some kind of an
14 entity such as the one that actually ended up being
15 created on Humble Ranch, right?

16 MR. DEIHL: Object to the form of the
17 question.

18 A. Yeah, I don't understand the question.

19 Q. (By Mr. Lyons) Well, before you owned the
20 property through Humble Ventures, LLC you knew there
21 would be some kind of a facility on the property for
22 physically handicapped children, right?

23 A. The facility is the main ranch, and that
24 is what is alluded to in the visitation facility in
25 this letter.

1 Q. I see. So the tent camp was a later,
2 what, vision? Notion? Thought?

3 A. That's correct.

4 Q. Okay. It just came up later on?

5 A. That is correct.

6 Q. Did you have any kind of conversation with
7 the folks from the Yampa Valley Land Trust about the
8 tent camp being created on that easement protected
9 property?

10 A. No.

11 Q. You just did it?

12 A. That's correct.

13 Q. Okay. And so far as the cabin is
14 concerned, sir, where did the cabin notion first
15 come from? If you know.

16 A. I believe it was my wife and I's idea.

17 Q. To create a camp?

18 A. Well, to reserve a site for a cabin, yes.

19 Q. Well, and to indicate the existence of a
20 cabin was contemplated in paragraph 8 of Exhibit D
21 as well, right?

22 A. Exhibit D?

23 Q. Yeah, that's the Primitive Mountain Trail
24 Easement.

25 A. Exhibit D, let me make sure that I'm --

1 yes.

2 Q. Okay. So you certainly understood then in
3 1999 that the creation of a wilderness cabin was
4 contemplated, right?

5 A. That is correct.

6 Q. And yet there is no cabin --

7 A. That is correct.

8 Q. -- today, nine years, almost ten years
9 later?

10 A. That is correct.

11 Q. Why not?

12 A. We haven't built one.

13 Q. Why not?

14 A. I don't know.

15 Q. You have no plans to build one either, is
16 my understanding; is that right?

17 A. That is correct.

18 Q. You don't intend to build one now, right?

19 A. We do not intend to build one now, no.

20 Q. So as a result then you consider there to
21 be no means by which paragraph 8 of Exhibit D will
22 ever be satisfied by you?

23 MR. DEIHL: Object to the form of the
24 question.

25 A. That is not true.

1 Q. (By Mr. Lyons) Okay. Well, how are you
2 going to satisfy any obligation that exists on your
3 part, or Humble Ventures, LLC, pursuant to
4 paragraph 8 of Exhibit D?

5 MR. DEIHL: Object to the form of the
6 question.

7 A. Can you ask me the question again.

8 MR. LYONS: I'll have her read it again.

9 (Whereupon, the last question was read by
10 the reporter.)

11 A. I don't think we have an obligation to
12 build a cabin.

13 Q. (By Mr. Lyons) okay. You recognize the
14 difference between rights and obligations, don't
15 you?

16 A. I don't know.

17 Q. You don't recognize any difference between
18 rights and obligations?

19 MR. DEIHL: Object to the form of the
20 question.

21 A. Say your question again.

22 Q. (By Mr. Lyons) Do you recognize any
23 difference between rights and obligations?

24 A. Well, you can reserve a right.

25 Q. Correct.

1 A. We reserved a right in the conservation
2 easement.

3 Q. Correct. Okay. And yet you have no
4 obligation to build a community wilderness cabin?
5 Is that what you're telling me?

6 A. In the conservation easement we do not
7 have an obligation to build a wilderness cabin.

8 Q. Well, how about in Exhibit D?

9 A. In Exhibit D we do not have an obligation
10 to build a community cabin.

11 Q. Why not?

12 A. It's not in the document.

13 Q. So, in other words, mention of the
14 community wilderness cabin there was intended by you
15 to be inducing somebody else to contract with you,
16 but you never intended to do it; is that right?

17 MR. DEIHL: Object to the form of the
18 question.

19 A. I don't understand your question.

20 Q. (By Mr. Lyons) Why did you include in
21 paragraph 8 the existence of a community wilderness
22 cabin as a condition on anything?

23 A. We reserved a right to build a community
24 cabin in the conservation easement.

25 Q. Right.

1 A. We facilitated access to that cabin in
2 Section 8 should there be a cabin constructed.

3 Q. Well, that's not what it says, sir. It
4 says: Shall be permitted until such time as
5 community wilderness cabin is constructed. That's
6 in the affirmative obligation statement sense as far
7 as I read it. Do you disagree?

8 MR. DEIHL: Object to the form of the
9 question.

10 A. I disagree.

11 Q. (By Mr. Lyons) Okay. Why?

12 A. I think the statement speaks for itself.

13 Q. You don't want to build a cabin, do you,
14 sir?

15 A. That's not true.

16 Q. When are you going to build the cabin?

17 A. I don't know.

18 Q. What has kept you from building a cabin to
19 date?

20 A. There could be issues of finance, money,
21 timing.

22 Q. Well, what's the finance issue, sir?

23 A. A cabin costs money to build.

24 Q. How much?

25 A. I don't know.

1 Q. You don't know, so you don't know if it
2 costs any money to --

3 A. It costs a lot of money to build any real
4 estate structure.

5 Q. Well, how much? You don't know?

6 A. I don't know.

7 Q. What's the money issue then if there's a
8 difference between the finance issue and the money
9 issue? What's the difference?

10 A. We are not ready to spend money on a
11 community cabin today.

12 Q. Did you ask anyone else to spend money on
13 that?

14 A. No.

15 Q. Yet you did ask for public support to
16 acquire the ranch, right? In the form --

17 MR. DEIHL: Object to the --

18 Q. (By Mr. Lyons) -- of the \$950,000 from
19 the GOCO fund, right?

20 MR. DEIHL: Object to the form of the
21 question.

22 A. Can you restate your question.

23 Q. (By Mr. Lyons) Why? What's wrong with
24 it? You don't understand it?

25 A. I don't understand your question.

1 MR. LYONS: All right. Let's read it
2 again.

3 (Whereupon, the record on page 119, lines
4 15 through 19 was read by the reporter.)

5 THE DEPONENT: Can you read that again,
6 please.

7 (Whereupon, the record on page 119, lines
8 15 through 19 was read by the reporter.)

9 A. I don't understand the question.

10 Q. (By Mr. Lyons) Did you take \$950,000 as a
11 contribution to the necessary payment that led to
12 the ownership of the Humble Ranch by Humble
13 Ventures, LLC?

14 MR. DEIHL: Object to the form of the
15 question.

16 A. We sold a conservation easement to GOCO
17 for \$950,000.

18 Q. (By Mr. Lyons) So you took that money,
19 right?

20 A. That money was delivered at closing.

21 Q. To facilitate your acquisition of the
22 Humble Ranch, right?

23 A. That money was taken from the sale of a
24 conservation easement.

25 Q. Which generated the revenue necessary to

1 allow your entity to acquire the Humble Ranch,
2 correct?

3 MR. DEIHL: Object to the form of the
4 question.

5 A. We sold the conservation easement to GOCO
6 for \$950,000. That \$950,000 was credited at closing
7 to our account.

8 Q. (By Mr. Lyons) Okay. But you have turned
9 to no one and asked no one for money to build a
10 community cabin; is that right?

11 A. That's correct.

12 Q. In the whole 10 years since you acquired
13 the Humble Ranch?

14 A. That's correct.

15 Q. You've taken no other step to create the
16 cabin described in paragraph 8 of Exhibit D?

17 A. That's correct.

18 Q. Okay. In so far as I understand you, you
19 have no obligation to create the cabin?

20 A. That is correct.

21 Q. Ever?

22 A. That is correct.

23 Q. And when you signed Exhibit D you
24 recognize no obligation to create the cabin
25 described in paragraph 8?

1 A. That is correct.

2 Q. Who did you tell that to?

3 A. I don't understand your question.

4 Q. Did you tell anyone you did not have any
5 obligation to create the cabin described in
6 paragraph 8 of Exhibit D, ever?

7 A. I don't remember. That was 10 years ago.

8 Q. Well, you just told me that. Have you
9 told anybody between then and now besides me?

10 A. I am sure I discussed that with our
11 attorneys.

12 Q. Anyone else?

13 A. I don't remember anybody else.

14 Q. So if anyone else had the idea that you
15 would build a wilderness cabin on the Humble Ranch
16 over the course of the past 10 years they were
17 mistaken about your intentions, right?

18 MR. DEIHL: Object to the form of the
19 question.

20 A. Can you restate your question again.

21 Q. (By Mr. Lyons) If anyone else had any
22 expectation that you were going to build a cabin on
23 the Humble Ranch over the course of the last 10
24 years they would be mistaken about your intent?

25 MR. DEIHL: Same objection.

1 A. Yes.

2 Q. (By Mr. Lyons) And if there were anyone
3 who testified that you made any commitment to
4 building a community wilderness cabin on the Humble
5 Ranch, in the course of the transaction that led to
6 the ownership of the Humble Ranch property by Humble
7 Ventures, LLC, they would be lying; is that right?

8 A. I don't know.

9 Q. Okay. All right. Let's see here. Let's
10 -- oh, I'm sorry, I guess we didn't finish with G.
11 Do you still have Exhibit G in front of you, sir?

12 Let me just synthesize the cabin issue as
13 best I can. There's no right in the City of
14 Steamboat Springs as far as you're concerned --

15 A. I'm sorry, you asked me if I had G in
16 front of me. So I was going to answer that question
17 and, yes, I have G in front of me.

18 Q. Okay. And just to make sure I have a
19 clear understanding of your position, sir, and your
20 testimony today, there is no right on the part of
21 anybody to build any cabin on the Humble Ranch but
22 Humble Ventures, LLC?

23 A. That is correct.

24 Q. And there is no right on the part of
25 anybody to ask Humble Ventures to build any cabin?

1 A. That is correct.

2 Q. And as far as you are concerned then, that
3 could be something that will never happen, forever,
4 right?

5 A. I don't know.

6 Q. Well, you have no current intent of ever
7 building any cabin is what I understood. Is that
8 wrong?

9 A. We don't have any intent this year to
10 build a cabin, or next year. So there is no current
11 intent, that is correct.

12 Q. And just to make sure I understand, you
13 said before that you were concerned that there were
14 -- there is money as an object of -- or an obstacle
15 to building the cabin, and is there any other
16 obstacle to building a cabin?

17 A. There could be other obstacles that I am
18 unaware of today.

19 Q. Okay. Now, you did build a residence on
20 the Meadows -- or the -- what is it -- would you
21 call it the Meadows portion of the Humble Ranch?

22 A. Yes.

23 Q. You did build a residence there, right?

24 A. That is correct.

25 Q. And you went through the City -- or the

1 County planning process to get that done, right?

2 A. That is correct.

3 Q. Did you have any obstacles about that?

4 A. Not that I can remember.

5 Q. Okay. So if you get to testify in
6 connection with the cabin issue in front of Judge
7 O'Hara in this lawsuit, would you tell him anything
8 about the cabin issue that I haven't yet heard you
9 tell me today?

10 MR. DEIHL: Object to the form of the
11 question.

12 A. I don't know.

13 Q. (By Mr. Lyons) Do you have any intention
14 to telling him something you haven't told me today?

15 MR. DEIHL: Object to the form of the
16 question.

17 A. I don't know.

18 Q. (By Mr. Lyons) As you're sitting here
19 right now you don't know if you intend to tell Judge
20 O'Hara anything you haven't told me yet?

21 MR. DEIHL: Same objection.

22 A. That's correct.

23 Q. (By Mr. Lyons) Okay. Same question
24 though, let's ask that, about the closure issue.
25 Would you like Judge O'Hara to know anything you

1 haven't told me yet about the closure issue on the
2 elk question in connection with the Humble Ranch?

3 A. I don't know.

4 Q. Okay. Now, you, in Exhibit G, address
5 also a safety issue. What's that? That's paragraph
6 No. 3 on page 2.

7 A. I think that refers to the -- it states
8 here -- the easement states that: The City agrees
9 to address and enforce safety issues regarding the
10 passage of bicycles, and the City will restrict or
11 regulate bicycle access if such use poses a hazard
12 to equestrian and pedestrian traffic.

13 Q. Well, that's a paraphrase, right, what you
14 just read?

15 A. Well, that's the actual words that are on
16 this letter.

17 Q. But it's a paraphrase of the easement,
18 correct?

19 A. Yes.

20 Q. Okay. Let's look at Exhibit D then. What
21 language in Exhibit D did you intend to reference in
22 paragraph 3 of Exhibit G?

23 A. Did you say we're on Exhibit D; is that --
24 finally found it.

25 Q. Okay. Where is it?

1 A. It's section 5 on page 2.

2 Q. All right. So your paraphrase of
3 Exhibit G, paragraph 3, is actually an attempt to
4 recite what's at paragraph 5 of Exhibit D, correct?

5 A. That is correct.

6 Q. All right. What is the issue, sir?

7 A. Well, we have an agreement, Exhibit D --

8 Q. Uh-huh.

9 A. -- that has this reservation in it, this
10 requirement of the City, and that is to restrict or
11 regulate bicycle access if such use poses a hazard.

12 Q. Okay.

13 A. I think that speaks for itself.

14 Q. So is it your position that any bicycle
15 use is a hazard?

16 A. Where?

17 Q. Anywhere.

18 A. Well, I don't know about everywhere. This
19 specific document relates to the Humble Ranch lands.

20 Q. Okay. So any bicycle use poses a hazard
21 on the Humble Ranch land? Is that what you're
22 telling me?

23 A. I'm saying -- this document says that
24 bicycle use on the easements poses a hazard by the
25 public -- public bicycle use poses a hazard, yes.

1 Q. Why?

2 A. Well, there's concern of safety that
3 bicycles descending down through Agate Creek Trail
4 will be a safety hazard to pedestrian and equestrian
5 traffic on that same trail.

6 Q. So why doesn't this say just no bicycles?

7 A. Well, it doesn't.

8 Q. It doesn't say no bicycles, I understand
9 that. Why not?

10 A. I don't know.

11 Q. Well, did you help write these easements,
12 sir?

13 A. I'm sure we had input in writing the
14 easements, yes.

15 Q. Who's we. I'm sorry, I don't understand
16 "we"?

17 A. I'm sorry. My attorney and I.

18 Q. There were drafts, right?

19 A. There were drafts.

20 Q. How many?

21 A. I have no idea.

22 Q. Did any ask that there be a ban on
23 bicycles?

24 A. We asked if we could ban bicycles from
25 this easement.

1 Q. And what were you told?

2 A. The City asked that they would like to
3 include bicycles in this easement.

4 Q. And so the word "bicycle" does appear in
5 the easement, right?

6 A. It does.

7 Q. In multiple places?

8 A. Yes.

9 Q. And that's true of the other easement as
10 well, right? The easement described as -- here as
11 Deposition Exhibit E, I think it is. I've got to
12 find that one.

13 A. That is correct.

14 Q. In fact, it's the same language in both,
15 right, or essentially the same language in both?
16 It's paragraph 6, page 2.

17 A. Yes.

18 Q. In fact, the language about closure and
19 the language about bicycles in paragraph 6, page 2
20 of Exhibit E is repeated exactly word for word in
21 paragraph 5, page 2 of Exhibit D, right?

22 A. Yes.

23 Q. Okay. So this was a process that unfolded
24 where the language was negotiated, right?

25 A. That is correct.

1 Q. Okay. So did you have any expectation as
2 the result of the language that was created in
3 Exhibit D or in Exhibit E of there being no bicycles
4 on any easement granted to the City of Steamboat
5 respecting any Humble Ranch property?

6 A. Can you say that question again?

7 (Whereupon, the last question was read by
8 the reporter.)

9 MR. DEIHL: Object to the form of the
10 question.

11 A. We didn't have expectations, we had great
12 concerns even at that time about bicycles being on
13 the property and that's why we put the clause of
14 safety into this document.

15 Q. (By Mr. Lyons) Uh-huh.

16 A. Both documents.

17 Q. What part of any City easement is open
18 today, as far as you know, as to D or E?

19 A. You are referring to Exhibits D and E, I
20 don't think they are referring to segments in here.

21 Q. The segments are numbered, I understand.

22 A. I believe the City easements are closed.

23 Q. All of them?

24 A. Yes.

25 Q. For every use at all?

1 A. That -- that would be my understanding
2 today, yes.

3 Q. Okay. And what's the basis of the
4 understanding?

5 A. Well, I think if you go through these
6 documents and look at the reservations and the
7 conditions, I don't think there are conditions that
8 would allow any of the segments to be open today.

9 Q. Okay. What's the barrier to opening
10 Segment -- well, Easement E? What's the barrier to
11 opening Easement E?

12 A. Well, a barrier is the entire document.
13 The document is -- you have to read the entire thing
14 to understand what you refer to as a barrier.

15 Q. Right. So that's what I'm trying to find
16 out from you. What's your understanding? I don't
17 care if you have to read the whole thing, I
18 understand that this is existent and we don't need
19 to read it again, but I'm just asking you what
20 barriers are there? What does the City have to do
21 to open an easement as with respect to Exhibit E?

22 MR. CAMERON: And Tom, just to clarify,
23 that's the Elk Lane --

24 MR. LYONS: Yes.

25 MR. CAMERON: -- Easement, Exhibit E.

1 MR. LYONS: Elk Lane and Elk Lane Trail
2 Easement.

3 MR. CAMERON: Thank you.

4 A. Some of the conditions on Segment E would
5 be the -- the agreement to cooperate with the
6 Division of Wildlife with regard to temporary
7 closure of Elk Lane Trail Easement. I don't know if
8 the City has agreed to cooperate with the Division
9 of Wildlife or not.

10 Q. Uh-huh. Anything else?

11 A. If there is vegetation to be removed, I
12 have not seen any written notice of that --

13 Q. Uh-huh.

14 A. -- pursuant to construction.

15 Q. Anything else?

16 A. I don't know if the City has agreed and
17 addressed safety issues regarding the passage of
18 bicycles on the Elk Lane Trail.

19 Q. What do they have to do to do that, sir?

20 A. I don't know. I don't have -- it's not
21 specified in this document the checklist.

22 Q. So --

23 A. But there is an agreement for them to
24 address and enforce safety issues.

25 Q. Just like there is in Exhibit D, right?

1 A. That's correct.

2 Q. So what I'm asking you is what do you
3 expect? What do you want them to do?

4 A. I don't think they should use bikes.

5 Q. Okay. So if they don't ban bikes you
6 think they can't open the easement; is that right?
7 That's your position?

8 A. Can you say that question again.

9 Q. If the City doesn't ban bikes, from your
10 view, they cannot open the easement; is that
11 correct?

12 A. You've got a double negative going on.
13 Can you restate that question. Doesn't ban --

14 Q. If the City allows any bicycles to be on
15 the Elk Lane Trail they cannot open the Elk Lane
16 Trail?

17 A. No, I think it's a safety issue.

18 Q. So now we have three double negatives
19 working. Let's see if we can figure that out.

20 As far as you are concerned, any bike
21 usage of the Elk Lane Trail must be banned if the
22 trail is to open?

23 A. Yes.

24 Q. Okay. And as far as you're concerned
25 despite the fact that the trail is opened today as

1 regards to the Colorado Division of Wildlife
2 Easement, it's closed as to the City?

3 A. That's correct.

4 Q. Because they haven't, what, in relation to
5 the Division of Wildlife? What do they have to do?

6 A. Well, we would like to see them agree to
7 the same closures as the state wildlife area.

8 Q. Well, I understand what you may like them
9 to do. What I'm trying to ask you is what are they
10 obliged to do in your estimation under Exhibit D and
11 E relative to the closures of the area imposed or
12 expected by the Division of Wildlife?

13 A. It is my -- back up. The City must close
14 its easements from December 1st through June 30th,
15 which are the same dates as the state wildlife area
16 is closed.

17 Q. That's required by their easement
18 according to you; is that right?

19 A. That's required, yes, in the City's
20 easement by me.

21 Q. Okay. Now, sir, do you agree with me that
22 the Division of Wildlife can change the dates of
23 closure any time they wish to?

24 A. Yes.

25 Q. And that that would mean that whatever

1 dates there were would be the dates that apply with
2 respect to their easement?

3 A. Yes.

4 Q. The Division of Wildlife's easement,
5 right?

6 A. Yes.

7 Q. And they could drop the whole idea of
8 closure, right?

9 A. Yes.

10 Q. Their easement allows them to do that,
11 right?

12 A. Yes.

13 Q. Their easement came to them from the Trust
14 for Public Lands, right? Not from you?

15 A. I don't know.

16 Q. Okay. And if the Division of Wildlife
17 agrees to allow bicycles on their easement you can't
18 stop that, can you?

19 A. That's correct.

20 Q. How do you know that?

21 A. Well, the Division of Wildlife does not
22 have the same restrictions as the City easement
23 does.

24 Q. Would you look at paragraph 2 of Exhibit E
25 for me, the first sentence there.

1 A. Okay.

2 Q. Now, my reading of that first sentence and
3 the second sentence there gives me the understanding
4 that bicycles are an expected user -- bicyclists are
5 expected users of the easement described in
6 Exhibit E. Why am I wrong?

7 A. Well, you're reading one sentence of a
8 whole document.

9 Q. In other words, you have to read the whole
10 document. Is that what you're telling me?

11 A. The document speaks for itself.

12 Q. I see. Okay. But you don't consider
13 anything but a ban on bicycles as compelled by
14 Exhibit E according to what you told me before,
15 right?

16 MR. DEIHL: Object to the form of the
17 question.

18 A. Say that again.

19 Q. (By Mr. Lyons) You don't consider
20 anything but a ban on bicycles -- bicyclists on this
21 easement described in Exhibit E as conforming to the
22 requirements of Exhibit E? That's what you told me,
23 isn't it?

24 A. Yes.

25 Q. So you'll just ignore whatever bicycle

1 ingress and egress as described in paragraph 2 of
2 Exhibit E --

3 MR. DEIHL: Object to form.

4 Q. (By Mr. Lyons) -- to do so, right?

5 MR. DEIHL: Go ahead and answer. I just
6 wanted to get my objection on the record.

7 A. I believe the document speaks for itself.
8 The entire document not just one sentence.

9 Q. (By Mr. Lyons) Well, actually that's two
10 sentences.

11 A. Not just two sentences.

12 Q. Okay. Let's see where we're at then. Got
13 to go to -- where did that go. Let's look at
14 Exhibit H, if you will, sir. Do you recognize
15 Exhibit H, sir?

16 A. Yes.

17 Q. Do you want to take the chance and read it
18 and let me know when you have had that chance.

19 A. I've looked at it.

20 Q. Okay. Did you receive this letter?

21 A. Yes, I have.

22 Q. All right. What did you understand it to
23 be?

24 A. I understand that this letter was a letter
25 written by Chris Wilson that was a response to my

1 letter dated June 13th, 2007, which is your
2 Exhibit G.

3 Q. What was your reaction on your receipt of
4 Exhibit H?

5 A. Well, I think that our June 13th letter
6 was pretty darn accurate.

7 Q. So you disagreed with what Mr. Wilson put
8 in his letter, Exhibit H?

9 A. I'm sorry, can you say your question
10 again.

11 Q. You disagreed with what Mr. Wilson put in
12 his letter, Exhibit H?

13 A. Yes, I disagree with the first sentence,
14 it seems to be highlighted --

15 Q. Uh-huh.

16 A. -- and the definition of cooperate.

17 Q. Okay.

18 A. I agree that the City was going to go
19 ahead with its plans unless we -- unless we stopped
20 them through a lawsuit. I mean, obviously there are
21 disagreements between my letter and Chris's
22 response.

23 Q. Okay. What did you do in response to
24 Mr. Wilson's letter?

25 A. Well, there was already a lawsuit filed

1 prior to us receiving this letter.

2 Q. Okay.

3 A. So we were in court action at that point
4 in time.

5 Q. So besides the fact there was a lawsuit in
6 effect what did you do in reaction to Exhibit H?

7 A. Well, I think that we stated our -- we
8 restated our legal positions in our lawsuit.

9 Q. Before you had Exhibit H, right?

10 A. Say it again.

11 Q. You restated your positions in your
12 lawsuit before you had Exhibit H?

13 A. Yeah. Okay. I correct myself. We stated
14 our positions in our lawsuit and then we received
15 Chris's letter.

16 Q. Okay. I wonder if you'll take a look at
17 Exhibit I for me. Now, Exhibit I was earlier
18 identified as part of Exhibit D, remember? It's the
19 second to the last page of Exhibit D, isn't it?

20 A. Let me check.

21 Q. Sure.

22 A. Yes, it appears that they are identical.

23 Q. If I remember correctly you have no idea
24 who did anything to create Exhibit A -- or
25 Exhibit I?

1 A. That is correct.

2 Q. You didn't write on it yourself?

3 A. No.

4 Q. Ever?

5 A. No.

6 Q. And you don't know who did?

7 A. No.

8 Q. Okay.

9 MR. LYONS: What -- how are we doing on
10 time? We can go off the record.

11 (Whereupon, there was a discussion held
12 off the record and a break was taken from 2:23 p.m.
13 to 2:54 p.m.)

14 Q. (By Mr. Lyons) Sir, when the transaction
15 was occurring that generated Exhibit E and
16 Exhibit D, who were you talking to besides your
17 attorneys?

18 A. Can you give me the exhibit. I didn't
19 understand the first --

20 Q. D and E, Exhibits D and E in front of you
21 when the transaction was occurring, that those were
22 created, who were you talking with about those,
23 other than your attorneys?

24 A. I don't remember.

25 Q. You have no recollection of any

1 conversation with anybody in that time frame prior
2 to May of -- of 1999 regarding anything contained in
3 E and D?

4 A. That was 10 years, I don't remember. It
5 was a very complicated deal and there were a lot of
6 things going on, so I don't remember.

7 Q. So you don't have any recollection of ever
8 talking about the community cabin with anybody at
9 that time frame?

10 A. No.

11 Q. You don't have any recollection of ever
12 talking with anybody about a bicycle use issue at
13 that time frame?

14 A. Can you ask your question again.

15 Q. You have no recollection --

16 A. No, I do not have any recollection.

17 Q. -- of bicycle use being discussed by you
18 and some other person during that time frame?

19 A. No, I don't.

20 Q. And you have no recollection of discussing
21 any cooperation with the Division of Wildlife with
22 any person in that time frame?

23 A. Well, I do -- now, we're referring to D
24 and E, we're not referring to --

25 Q. Right, D and E.

1 A. D and E, no. You know, we did talk to the
2 Division of Wildlife and give them their easements
3 during that time frame, and I remember those
4 discussions with them.

5 Q. What do you remember of those discussions?

6 A. Well, we negotiated the easements to the
7 Division of Wildlife. I believe Mr. Cameron was
8 part of that process.

9 Q. Did you discuss with the Division of
10 Wildlife their closure of the easement that was
11 granted to the Division of Wildlife?

12 A. No.

13 Q. Do you have any recollection of discussing
14 any closure issues during 1999 in connection with
15 the Division of Wildlife Easement D or E?

16 A. No.

17 Q. And do you know of anyone who was a
18 witness to any discussion about the intent of D and
19 E apart from yourself and your lawyers?

20 A. No.

21 Q. Does Segment E as you have seen it on I
22 here or you drew it on J, does Segment E extend to
23 the boundary of the Humble Ranch?

24 A. What segment?

25 Q. Three, I'm sorry. Three. Does it extend

1 to the western boundary of the Humble Ranch?

2 A. Looking at Exhibit I, I can't tell.

3 Q. You don't know?

4 A. I don't know.

5 Q. Okay. And explain to me, sir, if there is
6 no community cabin why are Segments 1 and 5 closed?

7 A. As it refers to the City easements?

8 Q. Uh-huh.

9 A. I believe there's a condition of 1, 2 and
10 3 being closed.

11 Q. Okay. Is that the only reason?

12 A. Yes.

13 Q. Okay. If there were a connection existed
14 to the BLM property at the northerly terminus of
15 Segment 4, would Segment 4 of the City easement be
16 open?

17 A. This is a hypothetical question?

18 Q. I'm talking about in a practical sense
19 from your point of view.

20 A. Would Segment --

21 Q. -- 4 --

22 A. -- 4 be open if there was a --

23 Q. -- connection into the BLM property as is
24 described in Exhibit D?

25 A. Well, the No. 7 in the Exhibit D states:

1 Notwithstanding the foregoing, the City agrees and
2 covenants with Humble that no public use of
3 Primitive Mountain Easements 1, 2 and 4 shall be
4 permitted until such time as there is a public trail
5 which connects with the northerly terminus of
6 Primitive Mountain Easement 4 and provides a public
7 outlet other than back out through the Elk Lane
8 Easement.

9 Q. So what do you think that means to you?

10 A. For --

11 Q. For Segment 4.

12 A. Based on that one thing, 4 would be open.

13 Q. Okay.

14 A. Unless there are other conditions in this
15 document that supersede that.

16 Q. Which are?

17 A. I said unless there are.

18 Q. Okay. Is 31500 Cattle Drive on the ranch?
19 That address?

20 A. Yes.

21 Q. It's on the Meadows portion we've talked
22 about today?

23 A. Yes.

24 Q. Okay. Are there other residences there?
25 I didn't understand why that had an address, I

1 guess. Can you tell me?

2 A. 31500 is the address of our main ranch
3 compound.

4 Q. Right. But is there -- are there other
5 places that have addresses on Cattle Drive?

6 A. Yes.

7 Q. It's a part of something, some road that
8 already exists in the ranch, is that --

9 A. Yes.

10 Q. So are there other residences inside that?

11 A. Yes.

12 Q. What other residences are there?

13 A. There's our residence.

14 Q. And 31500 is not your residence?

15 A. No, our residence is 31400.

16 Q. I see. So 500 is a different building?

17 A. Yes.

18 Q. And the post office has given it a
19 separate address?

20 A. The county -- Routt County has given it a
21 separate address.

22 Q. Okay. Now, it's not your intention in
23 connection with this lawsuit or anything else to
24 deny public access to the Humble Ranch, is it?

25 A. What do you mean deny to the Humble Ranch?

1 Q. I said, it is not your intention, is it,
2 to deny public access to the Humble Ranch as a
3 result of this lawsuit?

4 A. I don't understand what you mean to the
5 Humble Ranch. I mean the Humble Ranch is three
6 pieces of land, and when you say "to" are you
7 talking to the property boundaries or are you
8 talking through the properties? I don't understand.

9 Q. Well, I was thinking about it in the sense
10 of allowing the public onto the ground, the earth
11 that is the Humble Ranch. Is it your intention to
12 deny the public the opportunity to be on the ground
13 inside the boundaries of the Humble Ranch in the
14 context of this lawsuit?

15 A. Well, the Humble Ranch is private property
16 owned by Humble Ventures.

17 Q. I'm asking about your intent, sir. Is it
18 your intent in the context of this lawsuit to deny
19 the public access to the ground within the
20 boundaries of the Humble Ranch?

21 MR. DEIHL: Object to the form of the
22 question.

23 A. I don't understand the question.

24 Q. (By Mr. Lyons) So you can't answer it?

25 A. No.

1 Q. Okay. Are you engaged in any kind of
2 discussions with the Bureau of Land Management
3 respecting any property of the Humble Ranch and the
4 Bureau of Land Management at the present?

5 THE DEPONENT: Can you reread that
6 question back to me, please.

7 MR. LYONS: Sure.

8 (Whereupon, the last question was read by
9 the reporter.)

10 A. Yes, we are. We are in continuous
11 discussion regarding our agricultural lease rights
12 with the BLM, grazing densities, grazing reviews.
13 They would like to know how it's going.

14 Q. (By Mr. Lyons) Are you discussing any
15 other subjects with the Bureau of Land Management
16 personnel at the present?

17 A. At the present, no.

18 Q. Are you discussing any access issue
19 respecting the Humble Ranch with the BLM?

20 A. No.

21 Q. Are you discussing any closure issues with
22 the BLM? That is, closure of access?

23 A. Today we are not discussing that. We do
24 have ongoing, as I discussed, discussions with the
25 BLM.

1 Q. Okay. You understand that the easements
2 that are described in Exhibit D and E that you
3 granted were held for the benefit of the -- or held
4 by the City for the benefit of the public, right?

5 A. Well, it doesn't say that here.

6 Q. Okay. So you don't think that's true?

7 A. I don't know if it's true.

8 Q. So if you alleged it in the complaint
9 that's false?

10 A. I don't know.

11 Q. Paragraph 33 of the amended complaint, as
12 I read it, says: Both the Primitive Mountain
13 Easement and the Elk Lane Trail Easement are engross
14 and are held by the City for the benefit of the
15 public subject to restrictions and the limitations
16 contained in them. You don't know whether that's
17 true or not?

18 A. I don't know if it's true or not.

19 Q. What's the public benefit at the present
20 of the easements that are described in D and E?

21 A. Well, the public benefit is that if
22 certain conditions are met within these two
23 documents there's entitlement to access.

24 Q. According to what you've told me today, at
25 least with respect to Segments 1, 2 and 3, because

1 there will never be a cabin built, the public will
2 never benefit from those easements; is that right?

3 MR. DEIHL: Object to the form of the
4 question.

5 A. I don't think that I said never. But on
6 the other hand, if you look at Segment 6 the public
7 could benefit to Segment 6 without a community cabin
8 being in place.

9 Q. (By Mr. Lyons) But not without banning
10 bicycles, right?

11 A. Six is not a -- is a -- 6 is a piece of
12 land that follows the topographic line. There isn't
13 the ability to descend quickly down into a
14 pedestrian or equestrian user.

15 Q. So in other words, paragraph 5 of
16 Exhibit D is not applicable in terms of your
17 understanding of what posing a hazard means on
18 Segment 6; is that right?

19 A. Yes.

20 Q. So the only public benefit that could be
21 derived of Exhibit D, the easement, Exhibit D, is
22 that if someone did so, they could -- wish to do so
23 they could open Segment 6; is that right?

24 A. Under the -- if they -- if they -- there
25 are other conditions on Segment 6 that must be met.

1 So yeah, if all the conditions for Segment 6 to be
2 opened are met, then yes.

3 Q. I see. Well, sir, if I were a taxpayer,
4 which I am, and I asked you what is it that the
5 taxpayers gain by these easements that you granted
6 to the City, what would you tell me?

7 A. I think that the taxpayers have an
8 opportunity to access parts of the ranch if certain
9 conditions are met.

10 Q. To your satisfaction?

11 A. Well, to my satisfaction of the conditions
12 that are in the instruments, yes.

13 Q. Right. But you, of course, understand
14 that the City disagrees with your conditions and
15 meeting them in the terms that you've described
16 today, right?

17 A. I understand that.

18 Q. Okay. And, sir, I want to be as fair to
19 you as I possibly can be here, so here's what I
20 would like you to tell me. What haven't you told me
21 that I should know about your position respecting
22 this litigation?

23 MR. DEIHL: Object to the form of the
24 question.

25 A. Can you repeat the question.

1 Q. (By Mr. Lyons) What haven't you told me
2 today that I should know about your position
3 respecting this litigation?

4 A. I don't know.

5 Q. You can't think of anything?

6 A. No, I cannot think of anything.

7 Q. All right. Well, sir, one of the things
8 about discovery in connection with litigation is
9 that there's an obligation on the part of the
10 participants in litigation, described in the rules
11 for litigation, to supplement their discovery
12 responses, and in connection with my deposition of
13 you here today I request that you fulfill that
14 obligation to any extent you can supplement any
15 response you've given me to any question today,
16 okay?

17 A. Okay.

18 Q. And additional to that, sir, do you want
19 to change any answer you've given me today at this
20 point?

21 A. No.

22 Q. And you've understood throughout our
23 discussion today in my questions of you and your
24 responses that you've been under oath, right?

25 A. I do.

1 Q. Okay.

2 MR. LYONS: With that I'm going to let
3 Mr. Marks have a chance. Do you want to sit over
4 here, Josh?

5 MR. MARKS: Yeah, I think it will be
6 easier.

7 MR. LYONS: Thank you very much for your
8 indulgence today, sir.

9 THE DEPONENT: Thank you.

10 (Whereupon, there was a brief discussion
11 held off the record.)

12 MR. MARKS: I didn't know if you were
13 using the prior deposition exhibits.

14 MR. DEIHL: We were yesterday, but --

15 MR. MARKS: Do you have them?

16 MR. DEIHL: -- he chose not to.

17 MR. MARKS: Oh, okay. That's all right.

18 MR. DEIHL: We numbered consecutively
19 yesterday, so -- and I do --

20 MR. MARKS: Do you have the notebook of --

21 MR. DEIHL: I don't have the notebook but
22 I --

23 MR. MARKS: I want to show him the
24 conservation easement.

25 MR. DEIHL: I have the conservation

1 easement. I don't have all of them, but I have
2 that.

3 MR. LYONS: We didn't talk about that
4 anyway yesterday, Josh.

5 EXAMINATION

6 BY MR. MARKS:

7 Q. Mr. Trousil, I think you know I represent
8 the Yampa Valley Land Trust.

9 A. Right.

10 Q. So I'm going to be asking you questions
11 related to their interest and participation in this
12 case. So when I use the word land trust I'm talking
13 about the Yampa Valley Land Trust. I assume that's
14 all right with you, correct?

15 A. Well, I would rather you say Yampa Valley
16 Land Trust.

17 Q. Okay.

18 A. There's a lot of land trusts out there and
19 I just want to make sure that it's all -- you can
20 say YVLT.

21 Q. Okay. That's fine. Just trying to use
22 terms that make my sentences a little shorter and a
23 little more understandable for you. When I use
24 Humble Ranch I'm talking obviously about the
25 property that you own, right?

1 A. I understand.

2 Q. And when I use the term "you" I'm really
3 referring to Humble Ventures, LLC, which is the
4 entity that owns the ranch, correct?

5 A. Okay.

6 Q. Okay. In addition, I'm assuming in -- in
7 some of the correspondence that you -- you signed
8 correspondence on behalf of Humble Ventures as its
9 manager and I've seen that. Is that still true
10 today?

11 A. I didn't -- I misunderstood. Did you say
12 I saw or signed?

13 Q. I've seen correspondence --

14 A. Okay.

15 Q. -- where you've signed correspondence on
16 behalf of Humble Ventures as its manager.

17 A. Yes.

18 Q. And I'm asking you is that still true
19 today? Are you still the manager?

20 A. Yes.

21 Q. And so do you have the authority to answer
22 questions on behalf of Humble Ventures as its
23 manager here today?

24 A. I believe so.

25 Q. Okay. I'm going to take you back prior to

1 the closing. In the negotiations leading up to the
2 closing were -- were you in competition with other
3 potential purchasers of the Humble Ranch?

4 A. I believe -- I don't know if we were in
5 competition, I understand there were some other
6 people interested in the property.

7 Q. Okay. And was -- did you have discussions
8 with the Trust for Public Land or other community
9 groups about the overall transaction that was
10 contemplated with respect to I think it was the
11 Yampa Valley Land and Cattle property?

12 A. No. That was 10 years ago and I don't
13 remember what discussions with whom. I'm sure there
14 were discussions, but I'm trying to go back 10 years
15 and I don't know -- I don't recollect specifically
16 what discussions and with whom, and who was there.

17 Q. Okay. Well, with respect to the Humble
18 Ranch property, were certain conditions mandated by
19 the Trust for Public Land or by the group that was
20 putting together this transaction upon which you
21 would purchase the property? In other words,
22 whether -- was there certain things that you had to
23 purchase this property subject to?

24 A. No.

25 Q. Okay. So everything was wide open for

1 negotiation?

2 A. Everything was wide open for negotiation.
3 That's my recollection from 10 years ago. It's a
4 long time.

5 Q. Okay. Yeah. Because I wasn't there, so
6 I'm just trying to understand what you remember.

7 We looked earlier today at Exhibit B,
8 let's see if I can find that for you here. Here it
9 is. All right. This was the letter that you wrote
10 to your neighbors, correct?

11 A. That is correct.

12 Q. And about a third of the way down on that
13 letter you mention some of the highlights of the
14 proposed transaction to your neighbors; isn't that
15 right?

16 A. That is correct.

17 Q. Okay. And one of the highlights was to
18 open the ranch up to public -- to a public trail
19 system, including the construction of a community
20 wilderness cabin in the Uplands, do you see that?

21 A. No, I think you left out the word future
22 construction.

23 Q. Future construction, yeah. Okay. I'm
24 sorry, I'm reading this upside down. When you used
25 -- when you wrote this, this was before the closure

1 -- I'm sorry, before the closing, right?

2 A. That is correct.

3 Q. Okay. So at this point in time had you --
4 was the property under contract?

5 A. I don't know. I don't know if the
6 property was under contract on March 12.

7 Q. Do you know what commitments you had made
8 by this time for a public trail system on the ranch?

9 A. I don't know.

10 Q. Okay. Do you know what commitments, if
11 any, you had made regarding the future construction
12 of a wilderness cabin?

13 A. I don't know.

14 Q. Okay. Part of the way down it says that,
15 in the second to the last paragraph: We have
16 recently applied for a special use permit, do you
17 see that, for the handicapped facility and a land
18 preservation subdivision, and it says in parenthesis
19 Agate Creek Preserve?

20 A. Yes, I see that.

21 Q. Okay. This was a land use -- these were
22 land use applications you had applied for with Routt
23 County?

24 A. Yes.

25 Q. And the Agate Creek Preserve, was that the

1 residential project?

2 A. It was a land preservation subdivision,
3 yes.

4 Q. Okay. And that was to help fund the
5 overall transaction?

6 A. That is correct.

7 Q. Okay. Did you -- do you remember
8 discussing at all the public trail system in
9 connection with those proceedings before the county
10 commissioners?

11 A. I don't remember.

12 Q. Okay. How about -- do you remember
13 talking at all about the future construction of a
14 wilderness cabin in discussing the project with
15 Board of County Commissioners?

16 A. I don't remember.

17 Q. Okay. And I should probably go back one
18 question. Did you personally go before the county
19 commissioners and represent Humble Ventures on these
20 applications?

21 A. Yes.

22 Q. Okay. Do you remember talking to anyone
23 else in the process of trying to gain support for
24 the Agate Creek Preserve about the construction of a
25 future wilderness cabin?

1 A. No.

2 Q. The words here, "to open the ranch for a
3 public trail system" on Exhibit B, do you remember
4 what you contemplated when you used those terms?

5 A. No, I don't.

6 Q. Were -- at the time were you in
7 negotiations with the City with respect to the Elk
8 Lane Easement or the Primitive Mountain Easement?

9 A. I don't remember if we were in negotiation
10 with the City at the time of this letter.

11 Q. Okay. Do you remember how long -- how --
12 how many weeks, how many months, prior to the
13 closing that you were in negotiations with the City
14 over those easements?

15 A. No.

16 Q. And you would agree with me that one of
17 the components of the closing was the execution of
18 the conservation easement with the Yampa Valley Land
19 Trust; is that correct?

20 A. That is correct.

21 Q. And we have -- your attorney has
22 previously marked that as Exhibit 3, I think in
23 Ms. Dorsey's deposition, and I'd like to utilize
24 that copy because I think it has the recorded deed
25 of conservation easement.

1 MR. DEIHL: I don't have a copy with me.
2 I can go downstairs and get it.

3 MR. LYONS: I think I have it, Josh.

4 MR. MARKS: We can do it another way then.

5 MR. DEIHL: I can go get it, I just didn't
6 bring it with me. I've got a copy that's all marked
7 up that isn't the recorded copy.

8 MR. MARKS: Let's do this then. Have
9 these marked then. It's in here.

10 MR. LYONS: Are you going to give one to
11 everybody or -- you don't care much about trees.

12 MR. CAMERON: The conservation easement
13 I've got one, but --

14 (Whereupon, Deposition Exhibit O was
15 marked for identification by the reporter.)

16 Q. (By Mr. Marks) There you go.

17 MR. LYONS: O as in Oscar.

18 Q. (By Mr. Marks) I'm handing you what we've
19 marked as Exhibit O, and the front page of this
20 exhibit indicates it's the Baseline Inventory Report
21 for the Humble Ranch property. Does this document
22 look familiar to you at all?

23 A. I believe I looked at it this morning.

24 Q. Okay. Was this a document that was given
25 to you at some point within the first year after the

1 closing of the property?

2 A. I don't know.

3 Q. Even though you saw it this morning, did
4 it look familiar to you at all?

5 A. No.

6 Q. Okay.

7 A. Ten years is a long time.

8 Q. Well, we've marked on the lower right-hand
9 version -- lower right-hand corner of this document
10 some labeling, and I'm going to ask you if you can
11 turn to YVLT 00044. Do you see on that page there's
12 -- it's -- there's a deed of conservation easement,
13 Yampa Valley Land Trust, you see that marked --

14 A. I see that.

15 Q. Okay. And does this appear to be the
16 version, if you want to look at that page and the
17 roughly 21 pages that are after that first page,
18 does that appear to be the recorded version of the
19 conservation easement?

20 A. It appears to be the recorded version of
21 the conservation easement.

22 Q. Okay. And on the page that's marked YVLT
23 00066 there's your signature there.

24 A. What was your question?

25 Q. Does your signature appear on this page?

1 A. Yes.

2 Q. Did you have any input into the creation
3 of this document? I'm talking about the
4 conservation easement.

5 A. I'm sure that my attorney and myself had
6 input into the conservation easement.

7 Q. Okay. Why don't you turn to Section 4-I
8 which is structures, which is on YVLT 00053.

9 A. Okay.

10 Q. Okay. See that paragraph?

11 A. I do.

12 Q. Okay. And would you agree with me that
13 this paragraph mentions the community cabin that you
14 have been talking and you've referred to earlier
15 today?

16 A. I see that it refers to the community
17 cabin.

18 Q. Okay. Do you recall whose idea was it to
19 insert language with respect to the community cabin
20 in this conservation easement?

21 A. I believe it was mine.

22 Q. Okay. And do you remember how that idea
23 was received by the Yampa Valley Land Trust?

24 A. No.

25 Q. Do you know if the idea of a community

1 cabin had -- had been something that was
2 contemplated by this conservation -- I'm sorry, let
3 me rephrase it.

4 Do you know if the idea of a community
5 cabin had been discussed between you and the land
6 trust prior to the drafts of this conservation
7 easement?

8 A. I don't remember.

9 Q. Okay. Do you know if the concept of a
10 community cabin had been discussed within the
11 Steamboat Springs community as being part of a
12 future conservation easement prior to the execution
13 of all this?

14 A. As it relates to the conservation easement
15 I don't know.

16 Q. Did someone from the community come to you
17 and ever indicate to you that the community desired
18 a community cabin up in the Humble Venture land?

19 A. I don't remember.

20 Q. Okay. Why did you want a community cabin
21 put into the conservation easement?

22 A. We wanted to reserve a site that enabled
23 the public to access it at some time -- at some
24 point in the future.

25 Q. And I assume that was consistent with your

1 representations at least you had had to your
2 neighbors, right? Of doing that kind of concept,
3 right?

4 A. Yes.

5 Q. Okay. Did -- I know I'm moving ahead a
6 little bit, but you subsequently went and developed
7 the Agate Creek Preserve, correct?

8 A. That's correct.

9 Q. Okay. And you received revenue from that
10 project?

11 A. Yes.

12 Q. Did you ever take any of the monies from
13 that and throw it into a fund for the construction
14 of the community cabin?

15 A. No.

16 Q. Why not?

17 A. We didn't feel it was necessary.

18 Q. Do you remember representing to your
19 neighbors that the funding for the project, the
20 Humble Ranch project, would come from the revenues
21 from that reserve?

22 A. No.

23 Q. Okay. Did you ever -- is that a no that
24 you don't recall or are you saying you don't -- you
25 never represented to your neighbors that you were

1 going to use the revenues from the reserve -- or the
2 preserve residential project to help fund the things
3 you wanted to do on the Humble Ranch?

4 A. Can you restate your question.

5 Q. Yeah. I want to just clarify your answer.
6 Are you saying you just don't recall making those
7 statements or are you saying you never made those
8 kinds of statements?

9 A. Exactly what statement are you referring
10 to?

11 Q. The statement that you were going to use
12 the revenues from the residential project to help
13 fund what you wanted to do on Humble Ranch.

14 A. I believe we never made that statement.

15 Q. Okay. Look at Exhibit B, and read through
16 that and tell me whether you think Exhibit B is a
17 representation that you were going to use the funds
18 from the Agate Creek Preserve to help fund the
19 Humble Ranch project including future construction
20 of a wilderness cabin.

21 A. I don't understand the question.

22 Q. Okay. Well, in Exhibit B you indicated
23 that you wanted to create a visitation facility for
24 physically handicapped children on the Humble Ranch
25 if you were to acquire it, right?

1 A. Uh-huh.

2 Q. And that's a -- I need you to say --

3 A. Oh, I'm sorry.

4 Q. -- yes.

5 A. Yes.

6 Q. And then secondly, your next priority was
7 to open up a public trail system including future
8 construction of a wilderness cabin in the Uplands.
9 Do you see that?

10 A. Yes.

11 Q. Okay. And then you also represented that
12 another priority of the project would be to preserve
13 the development of the Meadows?

14 A. That is correct.

15 Q. And the Meadows area is where your house
16 is, right?

17 A. That is correct.

18 Q. Okay. And then, right below those three
19 things, doesn't it say the project will be primarily
20 funded by a 16-home, low impact development, Agate
21 Creek Preserve, located on the hillsides above
22 Dakota Ridge?

23 A. Uh-huh.

24 Q. Okay.

25 A. Now, the project as you refer to project

1 here, this references the Humble Ranch project at
2 the top there. So I think we're talking about the
3 entire purchase of the ranch as being funded by this
4 16-home, low impact development.

5 Q. Okay. And not -- and so you're saying
6 that doesn't include the components --

7 A. It includes all the components.

8 Q. Okay. Including the future construction
9 of a wilderness cabin?

10 A. That's correct.

11 Q. Okay.

12 THE DEPONENT: Do you mind if I grab a
13 Coke?

14 MR. MARKS: No, go ahead.

15 Q. (By Mr. Marks) Do you recall any
16 discussions about how you would fund the future
17 construction of the wilderness cabin?

18 A. No.

19 Q. Okay. Have you done any preliminary
20 sketches or plans for the construction of that?

21 A. No.

22 Q. Have you asked anyone to begin any
23 drawings or sketch plans for that kind of facility?

24 A. No.

25 Q. Has any outside group come to you

1 indicating that they would be interested in creating
2 that facility?

3 A. No.

4 Q. Do you recall at the time that you
5 negotiated this conservation easement the
6 possibility that an outside group would come in and
7 own it or operate that wilderness cabin facility?

8 A. Certainly there's always an opportunity to
9 talk to anybody about facilitating the construction
10 of a cabin on our property.

11 Q. I'm talking about the time that the
12 conservation easement was negotiated, do you
13 remember any talk about the option of a third party
14 coming in and owning and/or operating that facility?

15 A. I don't remember.

16 Q. I'll have you turn back to the
17 conservation easement and --

18 A. Remind me the number on that page.

19 Q. Sure. Why don't you go back to YVLT
20 00053.

21 A. Okay.

22 Q. Still in the structures paragraph. And
23 about two-thirds of the way down in this paragraph
24 there's a sentence that starts off: Under no
25 circumstance. And if I can point it out to you, if

1 you don't mind me reaching over the table, it starts
2 right there.

3 And the sentence reads, "Under no
4 circumstances shall any of the land under the
5 community cabin or the private cabin be divided in
6 any way from the property or conveyed separately,
7 however, the community cabin structure may be held
8 in an ownership different from that of the grantor."
9 Do you see that.

10 A. I do see that.

11 Q. Okay. Do you remember how that very last
12 clause got into this document that the community
13 cabin structure may be held in different ownership?

14 A. No, I don't remember.

15 Q. You don't know if that was your idea or
16 someone else's idea?

17 A. I don't have any idea about that
18 statement.

19 Q. But would you agree with me that under the
20 terms of this language that the -- if you wanted to
21 -- that if you wanted an outside entity to come and
22 build a community cabin on your behalf you could do
23 that?

24 A. I believe that's true.

25 Q. Okay. And that an outside entity could

1 come in and even own the cabin itself, but maybe not
2 the land underneath it?

3 A. I believe according to this conservation
4 easement that's a possibility.

5 Q. Right. Okay. At the time the
6 conservation easement was negotiated and executed
7 had -- and the transaction closed, had you done
8 anything to assess what kind of hiking, public
9 hiking or public biking was happening on the Humble
10 Ranch property?

11 A. Prior to the closing?

12 Q. Yeah.

13 A. It was private property.

14 Q. Okay. But were you aware whether the
15 public was still accessing trails through the Humble
16 Ranch property?

17 A. Well, at that time it wasn't Humble Ranch
18 property.

19 Q. Well, the predecessors' property?

20 A. I don't know what public trespassing
21 issues were going on at that time.

22 Q. Okay.

23 A. Or if the -- what the predecessors were
24 doing with their lands or what uses they were
25 allowing on their lands.

1 Q. Were you -- did you ever become aware
2 during your negotiations for the Humble Ranch that
3 the public had been using some of the trails through
4 the Uplands parcel to access different areas beyond
5 the Humble Ranch property?

6 A. Beyond the Humble Ranch property?

7 Q. Yeah, like into the State Land Board
8 property?

9 A. There -- my recollection was there is no
10 public trails open on the -- what is now the Humble
11 Ranch or the State Land Board property.

12 Q. I'm not talking about public trails, I'm
13 talking about were you aware whether the public
14 either permissively or even trespassing were using
15 trails either for biking or for hiking?

16 A. No, I was not aware.

17 Q. Okay. So in terms of the conservation
18 easement, would you agree that the conservation
19 easement does allow the public access to the
20 community cabin if that gets built?

21 A. I believe the conservation easement does
22 allow for public access through the conservation
23 easement, yes.

24 Q. Okay. And while the conservation easement
25 doesn't grant any other trail usage, would you agree

1 with me that it also recognizes some of the other
2 agreements that Humble Ventures had made with, for
3 example, the Division of Wildlife and the City in
4 terms of other access easements?

5 A. I would like to review that language if
6 there's specific referrals to the --

7 Q. Sure.

8 A. -- DOW and the City as you mentioned.

9 Q. Sure. Why don't you turn to paragraph 14.

10 A. Is that the paragraph that says: No
11 public access created hereby?

12 Q. Correct. You want to read through that?

13 A. Okay.

14 Q. And the first part of that paragraph
15 says -- notwithstanding the heading it says:
16 Grantor has offered and granted to the public,
17 access to and use of the community cabin as defined
18 in this easement, right?

19 A. That is correct.

20 Q. Do you remember whose idea it was for the
21 grant of that access to the community cabin?

22 A. Can you ask me that question again.

23 Q. Yeah. Do you remember whose idea it was
24 to include that kind of language in the conservation
25 easement?

1 A. It was probably mine.

2 Q. And then the next -- you see the next
3 sentence that says: Nothing herein contained shall
4 be construed as affording public access to or use of
5 any additional portion of the property other than
6 access to the use of the community cabin, right?
7 That's the next sentence?

8 A. Okay. Right.

9 Q. Okay. But then the next sentence says:
10 It is acknowledged that the grantor -- which in this
11 case you agree with me is Humble Ventures?

12 A. That's correct.

13 Q. -- has other agreements with the Colorado
14 Division of Wildlife, the Colorado Division of Parks
15 and Outdoor Recreation and the City of Steamboat
16 Springs for public access on trails through and
17 across the property?

18 A. That's correct.

19 Q. The reference to the City of Steamboat
20 Springs, is that a reference to the Elk Lane
21 Easement and the Primitive Mountain Easement?

22 A. Well, I don't think it would be the Elk
23 Lane Easement since that does not cross the
24 conservation easement --

25 Q. Okay.

1 A. -- but probably refers to the other
2 easement that's called the Primitive Mountain
3 Easement, your Exhibit D.

4 Q. Okay. That's the -- that's Exhibit D that
5 you've been discussing earlier today?

6 A. Yes.

7 Q. Now, with respect to public access, has
8 any additional public access been granted by you
9 through the -- through the ranch property since the
10 conservation easement was executed?

11 A. No.

12 Q. Okay. Is Humble Ventures, or you
13 personally, involved in any kind of litigation with
14 the Bureau of Land Management?

15 A. No.

16 Q. Okay. Are you involved in any kind of
17 ongoing dispute with them?

18 A. No.

19 Q. Okay. Is Humble Ventures asserting that
20 -- in this lawsuit that the land trust has violated
21 any of its obligations under the conservation
22 easement?

23 A. I do not believe so.

24 Q. Okay. And you would be the one who would
25 have knowledge of that for purposes of Humble

1 Ventures, right?

2 A. That is correct.

3 Q. Okay. You talked about earlier today your
4 concerns of the use of bikes over the City's -- it's
5 called the Primitive Mountain Easement, okay, and I
6 believe the Elk Lane Easements, you had concerns
7 about the use of bikes, right, with respect to
8 safety?

9 A. Those are four questions. Can you start
10 from the beginning?

11 Q. Sure.

12 A. Okay.

13 Q. I'll go back. Earlier today -- I'm trying
14 to re-orient you.

15 A. Okay.

16 Q. Earlier today I thought you were asked
17 some questions about the safety concerns in the
18 verbiage related to safety concerns in the City's
19 Easements with you.

20 A. Yes.

21 Q. Okay. And I thought your position was
22 that the use of bikes creates a risk of harm to
23 other users --

24 A. That's correct.

25 Q. -- on those trails?

1 A. That is correct.

2 Q. All right. Now, are you aware of any
3 actual collisions on -- over those trails? Over any
4 trails I guess within the Uplands portion?

5 A. No.

6 Q. Between bikes and pedestrians?

7 A. No.

8 Q. How about between bikes and equestrian
9 usage?

10 A. No.

11 Q. Are you aware of any near collisions that
12 have occurred on those trails?

13 A. No.

14 Q. Have you personally encountered any bikes
15 on any trails in the Uplands parcel?

16 A. No.

17 Q. And earlier you also talked about concerns
18 with seasonal closures of those trails through the
19 Uplands portion. Do you remember some discussion
20 about that?

21 A. I do.

22 Q. Okay. And I don't think you were asked
23 these questions. Have you had any studies done on
24 the impact of any of your usage of the Uplands
25 portion on wildlife?

1 A. Have we had any studies done?

2 Q. Right.

3 A. No.

4 Q. Have you had any studies done on whether
5 the public usage of trails in the Uplands portion
6 has had any impact on wildlife?

7 A. No.

8 Q. What kinds of -- well, let me ask you, do
9 you use any of the trails in the Uplands portion
10 yourself?

11 A. Yes.

12 Q. Which trails, just generically if you can
13 tell me, do you use?

14 A. Um --

15 Q. Are there many -- I guess I don't even
16 know, are there many trails?

17 A. There's many game trails and roads up
18 there. I use them all.

19 Q. And have you used the trail that -- that
20 goes by the Agate Creek access area?

21 A. You mean Agate Creek Trail?

22 Q. Yeah, right.

23 A. Yes.

24 Q. Okay. And does that trail go all the way
25 up to either the Division of Wildlife or the BLM --

1 A. Yes.

2 Q. -- property?

3 A. Yes.

4 Q. And is there -- is there some kind of
5 obstruction or gate that exists so that users can't
6 go into the adjoining property?

7 A. No.

8 Q. Does the trail continue on into those
9 properties?

10 A. The two-track road continues on, yes.

11 Q. Okay. Have you -- do you operate -- when
12 you go on those properties do you use vehicles to
13 get into that area over that trail?

14 A. I access those properties by foot and by
15 ATV.

16 Q. Okay. You talked about earlier how you
17 formerly had allowed hunting to be conducted on the
18 property and then the nearby lease, right, on the
19 state land board property?

20 A. That is correct.

21 Q. Did you allow hunters access into your
22 property and the adjoining property through ATVs?

23 A. No.

24 Q. How did you allow them to get into that
25 area?

1 A. As a safety precaution we forced them to
2 walk.

3 Q. Okay. How about in the wintertime? Do
4 you use snowmobiles to get up into the Agate Creek
5 Trail?

6 A. No.

7 Q. Is that the only way to access it other
8 than -- I mean, through machinery at least, is that
9 about the only way in the wintertime to access it?

10 A. I believe so.

11 Q. Yeah, I'm saying there's just too much
12 snow to use a truck?

13 A. No, you cannot. You're not able to use
14 any wheeled vehicle in the wintertime.

15 Q. Have you -- do you recall giving the Yampa
16 Valley Land Trust any kind of correspondence, or
17 through any discussions have you given them your
18 position on the seasonal closure of the City's
19 easements?

20 A. Would you repeat your question.

21 Q. Yeah, I can rephrase it so it's a little
22 bit more clear.

23 You said earlier in response to Mr. Lyons
24 questions your position on why the City shouldn't be
25 able to use its easements --

1 A. Uh-huh, yes.

2 Q. -- on the property. Have you communicated
3 that position to the Yampa Valley Land Trust before
4 this litigation?

5 A. I don't know.

6 Q. Okay. You were also asked questions about
7 what your position is on building the community
8 cabin earlier today, right?

9 A. Yes.

10 Q. And do you recall ever previously
11 communicating your position with respect to that to
12 the Yampa Valley Land Trust?

13 A. I don't remember.

14 Q. Okay. Do you recall any discussions with
15 my client about your intent to build the community
16 cabin?

17 A. No.

18 Q. Okay.

19 MR. MARKS: Well, I'm going to step aside
20 and let Mr. Cameron ask you some questions if he has
21 any.

22 (Whereupon, there was a brief discussion
23 held off the record.)

24 MR. CAMERON: I don't think it will take
25 long, but you know how we get verbose.

1 MR. DEIHL: Not you, Brad.

2 MR. MARKS: It's all warm for you.

3 MR. CAMERON: And let's see, we were up to
4 Depo Exhibit P, I believe.

5 MR. MARKS: Yes.

6 MR. LYONS: And just so you don't get
7 confused, guys, I skipped N and L, so we didn't --

8 MR. CAMERON: Whatever.

9 (Whereupon, Deposition Exhibit P was
10 marked for identification by the reporter.)

11 MR. CAMERON: And I only have four copies
12 so, Colin, you'll need to look on with the -- oops,
13 I just smeared it -- with the version you have.
14 This is Exhibit P as in Paul.

15 EXAMINATION

16 BY MR. CAMERON:

17 Q. And, Mr. Trousil, before I get going you
18 do understand that my name is Brad Cameron and I
19 represent the -- I am with the Colorado Attorney
20 General's Office and I represent the Colorado
21 Division of Wildlife in this lawsuit. Do you
22 understand that?

23 A. I understand that.

24 Q. Okay. What I'd ask you is to take a look
25 at what's been marked Depo Exhibit P. And this is

1 titled a Special Warranty Deed from the Trust for
2 Public Land to Humble Ventures Limited Liability
3 Company, and it's recorded at Book 758, page 642 of
4 the Routt County Clerk and Records Office. Would
5 you agree with me on that?

6 A. Yes.

7 Q. And I'd ask you to go back in to what
8 would be labeled -- this is about -- and this is a
9 front and back copy, so it's probably about seven or
10 eight pages in, to what would be the reservation to
11 be used as Exhibit B to the special warranty deed.
12 This would be -- if you look at the right side, it
13 would be page 12 of what is a 61-page document.
14 Would you agree with me -- do you see where we're at
15 in the document?

16 A. I see where we are at the document.

17 Q. Would you agree this is the access
18 easement that was reserved by TPL when they sold
19 property to you back in 1999; is that correct?

20 A. That is correct.

21 Q. And would you agree then that this is the
22 access easement that the State of Colorado, the
23 Division of Wildlife, currently operates in terms of
24 providing access to its fee title property on
25 Emerald Mountain?

1 A. I agree.

2 Q. What -- do you have any concerns or
3 problems with how the Division of Wildlife has
4 operated under its access easement across your
5 property?

6 A. None whatsoever.

7 Q. And would you agree with me that this
8 access allows use by the public of bicycles across
9 portions of the easement for purposes of accessing
10 the Division of Wildlife's fee title land on Emerald
11 Mountain?

12 A. Can you state that again. I lost you on
13 that question.

14 Q. Would you agree with me that this access
15 easement allows the use of bicycles by members of
16 the public to get to the Division's fee title land
17 at the top of Emerald Mountain?

18 A. I agree.

19 Q. And would you agree with me that currently
20 the Division doesn't authorize the public to use
21 bicycles to access its land; is that correct?

22 A. That is correct.

23 Q. But if that were to change in the Division
24 or some other owner of the fee title land on the top
25 of Emerald Mountain that the Division currently owns

1 were to change that and allow public use of bicycles
2 on the State's -- on this access easement, would you
3 agree that that's authorized under this?

4 A. I would agree.

5 Q. Now, I'd like to have you go back then to
6 what's been previously marked Deposition Exhibit E
7 and D. These are the two trail easements granted to
8 the City. And if you'd look on Exhibit D, I'd refer
9 you to go to paragraph 5 at the bottom of page 2.
10 This is the provision that talks about cooperation
11 with the DOW, and then just if you could also
12 compare it to paragraph 7 on Depo Exhibit E --
13 excuse me, not 7, 6 on page 2 of Depo Exhibit E.
14 This is, likewise -- these are the two provisions in
15 the two separate easements that you granted to the
16 City that talk about cooperation with the Division
17 of Wildlife, correct?

18 A. That is correct.

19 Q. When you granted these two easements to
20 the City back in 1999 what intent did you have in
21 regards to any rights that the Division of Wildlife
22 would have under these two easements in regards to
23 the closure for wildlife purposes?

24 A. One of our main goals in this acquisition
25 was to preserve wildlife habitat. When I say

1 acquisition I refer to the Humble Ranch acquisition.
2 Wildlife habitat has been one of the most important
3 things for us on the Uplands parcel. So the right
4 that we, you know -- I wouldn't call it a right, but
5 the -- the provision on both of these easements was
6 to close any access through our property in the same
7 manner that the DOW would close their property.

8 Q. Well, let me rephrase my question a little
9 bit then. Did you have any intent that the Division
10 of Wildlife would have any -- any ability to enforce
11 these provisions regarding cooperation in regards to
12 the City?

13 A. Can you say that again? Can you repeat
14 that question.

15 MR. CAMERON: Why don't you just read it.

16 (Whereupon, the last question was read by
17 the reporter.)

18 A. Yes.

19 Q. (By Mr. Cameron) And in what manner did
20 you think DOW would be able to enforce? Can you
21 explain that?

22 A. I think the manner would be to enforce all
23 public access pursuant to its closures.
24 Consequently, if somebody was on this property
25 outside of wildlife closures that person would be in

1 violation of the wildlife closures both because it's
2 Humble Ranch lands and DOW lands.

3 Q. Okay. So, obviously you initiated this
4 lawsuit and have raised this issue and concern of
5 cooperation on the part of the City regarding --
6 with the Division of Wildlife, but say, for example,
7 in the future when -- when you perhaps are not the
8 owner or whatever and a future owner did not share
9 those sorts of concerns, would you envision that
10 these two provisions that we've been talking about
11 would create any right in the Division to
12 independently insist that the City would cooperate
13 as discussed here in regards to elk calving, elk
14 winter range, hunting and other wildlife safety and
15 protection concerns?

16 A. Yes.

17 Q. All right. Now, if you would, on
18 Exhibit D if you could turn to what is Exhibit B to
19 that document, and this is the -- it's actually --
20 excuse me, it's not Exhibit B it's labeled Exhibit
21 A-2. That would be this map. This would be the --
22 the grant of trail easement, the Primitive Mountain
23 Easement, two-track trail. And I want to make
24 certain that I understand what your position is.

25 Referencing paragraph 8 of the easement,

1 this is the provision that talks about no public use
2 of Primitive Mountain Easements 1, 2 and 3 until the
3 wilderness cabin has been done. So, as I understand
4 what your position then is, is all three of those
5 segments are -- are -- under the City's easement are
6 precluded for public use without the wilderness
7 cabin having been constructed?

8 A. That is correct.

9 Q. But overlapping Segment 1 then, is the
10 easement that was reserved by TPL that is now for
11 the benefit of the State's property, and are you
12 asserting that provision 8 would have any impact on
13 the State's operation under its easement?

14 A. No.

15 Q. So, in essence the City would be
16 prohibited from allowing public use on Segment 1
17 pursuant to its easement, but the State could still
18 allow public use under its easement, correct?

19 A. Yes.

20 Q. I understand, certainly, what the language
21 of paragraph 8 says, are you able to provide any
22 explanation as to the intent as to why 1 would be
23 restricted even if the wilderness cabin, which is at
24 the end of 3, isn't built? What was the intent
25 behind that thinking?

1 A. I think the document speaks for itself,
2 and this is the document that I signed and executed
3 in 1999.

4 Q. So, then to kind of follow up on what was
5 previously asked as a question, so without a
6 wilderness cabin, 1, 2 and 3 are closed, but if
7 referencing Segment 4 on this Exhibit A-2 to the
8 Depo Exhibit D, if there is that connection created
9 by BLM to the northern portion of Segment 4, the
10 public would be able to use Segment 4, presumably
11 then turn around and exit the way they came; is that
12 correct?

13 A. Yes.

14 Q. And would the same then, likewise, be true
15 regarding Segment 5 in the sense that if there is a
16 connection, the public can reach the northern
17 terminus of Segment 5, would they, under the City's
18 easement, the public be able to use Segment 5,
19 presumably then turn around and be able to leave the
20 way they came?

21 A. Presumably. It wouldn't make much sense,
22 but that would be the case.

23 MR. CAMERON: I have no further questions.

24 MR. DEIHL: I don't have any questions.

25 MR. LYONS: I have a couple of follow-ups,

1 if you don't mind.

2 EXAMINATION

3 BY MR. LYONS:

4 Q. Sir, if the City determines that because
5 of concerns about habitat what the Division of
6 Wildlife does respecting closure of the Emerald
7 Mountain Wildlife Area is insufficient, and the City
8 decides that the closure should extend from
9 November 1st to July 31st rather than what it is
10 today, which is a shorter interval, what right does
11 the City have to make the Division of Wildlife
12 follow that determination by the City?

13 A. I don't know. Is that a hypothetical
14 question?

15 Q. Sir, I'm understanding what you're saying
16 meaning that the word cooperation means compulsory
17 behavior on the part of the City. I'm asking you
18 whether the word cooperation as found in Exhibits D
19 and E means compulsory behavior on the part of the
20 Division of Wildlife?

21 A. Can you restate that question. I'm
22 confused here.

23 Q. All right. Look at D and E, paragraphs 5
24 and 6 I think it is.

25 A. Okay.

1 Q. Do you have those?

2 A. Yes.

3 Q. And we'll just use D because it's the same
4 language except paragraph 6 in E. Do you agree with
5 that?

6 A. Uh-huh.

7 Q. Okay.

8 A. I do.

9 Q. The first sentence: The City agrees to
10 cooperate with the Division of Wildlife regarding
11 the temporary closure of the easement due to, and so
12 forth. You're on that sentence?

13 A. Correct.

14 Q. Now, what I'm asking you, sir, is if the
15 City says these areas must be temporarily closed for
16 an interval longer than an interval imposed by the
17 Division of Wildlife on its easement, is the
18 Division of Wildlife required to close its easement
19 for the dates that the City establishes?

20 A. No, those conditions are not in the
21 Division of Wildlife easement.

22 Q. So you're saying then that the Division of
23 Wildlife doesn't have to cooperate with the City; is
24 that right?

25 A. I am saying just as the document states

1 here the City agrees to cooperate with the Division
2 of Wildlife with regard to temporary closure of the
3 easement due to elk calving, elk winter range,
4 hunting and other wildlife safety and protection
5 concerns.

6 Q. I don't know why the Division of Wildlife
7 would be able to tell the City what closures to
8 impose if the City can't tell the Division of
9 Wildlife what closures to impose. Can you explain
10 to me how that's to work?

11 A. I think the document speaks for itself.

12 Q. Okay. And from what I've heard today in
13 testimony in relation to questions Mr. Marks asked
14 you, there is no correspondence you're aware of
15 wherein you made any statements about constructing
16 or developing a community cabin in advance of your
17 closing on the property that is the Humble Ranch; is
18 that right?

19 A. I don't remember making those statements.

20 Q. So if somebody else does, you can't
21 contradict them, right?

22 A. I don't know.

23 Q. Why don't you know?

24 THE DEPONENT: Can you read that question
25 back for me?

1 MR. LYONS: Sure.

2 (Whereupon, the record on page 191, lines
3 12 through 21 was read by the reporter.)

4 A. In regards to that, that is correct.

5 Q. (By Mr. Lyons) Okay. Does Humble
6 Ventures, LLC file tax returns?

7 A. Yes. Yes.

8 Q. And have they shown any tax owed over the
9 course of the last 10 years?

10 A. No, I don't believe so.

11 Q. Even in the years when the trespassing
12 program that you were running generated 50- to-
13 \$70,000 a year?

14 A. I have to look and see what those tax
15 returns say. Here today I don't know --

16 Q. Okay.

17 A. -- what they say.

18 Q. And if a hunter wanted to access the
19 property pursuant to one of your trespasser
20 arrangements that you made with them when you were
21 doing that, and they had to walk to the BLM
22 property, how did they get there? Can you show me
23 on Exhibit J how someone would walk there?

24 A. Are you referring to one of our hunters?

25 Q. One you've given a license, yes.

1 A. They all accessed it from the BLM side.

2 Q. So they never went through your property?

3 A. No.

4 Q. Why did you have to give them a license
5 then?

6 A. Because we had the lease on the state
7 land, board land.

8 Q. I see. When you were giving them a
9 license it wasn't to hunt on the Humble Ranch?

10 A. They could also hunt the Humble Ranch.

11 Q. How would they get there to do so?

12 A. From the state land board property.

13 Q. Okay. And when we were talking about the
14 children who are the part of the special camp, the
15 special needs camp that you've established up there,
16 how many people are involved in that in an average
17 week?

18 A. What do you mean by people?

19 Q. People. Human beings. How many are
20 involved in that special needs camp during an
21 average week when it's in operation?

22 A. I don't know.

23 Q. How many of those who are involved are
24 paying customers?

25 A. I don't know.

1 Q. More than a hundred?

2 A. I don't know.

3 Q. Well, do you have any idea the capacity of
4 that facility?

5 A. No.

6 Q. How many llamas are there that are
7 available for that program?

8 A. Three.

9 Q. And how many horses?

10 A. Ten.

11 Q. And those are owned by the Humble -- or
12 owned by the program?

13 A. They are owned both by Humble Ventures and
14 Humble Ranch Education and Therapy Center, and some
15 of them are loaned.

16 Q. And do people who are customers there stay
17 overnight?

18 A. No.

19 Q. So they just come for daytime purposes?

20 A. Yes.

21 Q. In all cases?

22 A. Yes.

23 Q. And are there employees, apart from your
24 spouse, of that entity?

25 A. Yes.

1 Q. And how many are there?

2 A. I don't know.

3 MR. LYONS: Give me a second here.

4 (Whereupon, there was a pause in the
5 proceedings.)

6 Q. (By Mr. Lyons) What do you know about the
7 Boulder trail system?

8 A. The Boulder trail system has
9 nonmechanized, nonmotorized trails.

10 Q. How many?

11 A. I don't know.

12 Q. What's the extent of them in terms of the
13 percentage of trails that Boulder operates?

14 A. I don't know.

15 Q. How do you know they have nonmechanized,
16 nonmotorized trails?

17 A. I have walked on them.

18 Q. How many times?

19 A. A hundred.

20 Q. A hundred times?

21 A. Uh-huh.

22 Q. And what were the occasions?

23 A. I used to live in Boulder.

24 Q. So you haven't since you moved from
25 Boulder walked on them, have you?

1 A. Yes, I have.

2 Q. And how many times since you've moved from
3 Boulder?

4 A. Ten times.

5 Q. When did you move?

6 A. I'm sorry, I didn't hear you?

7 Q. When did you move from Boulder?

8 A. Approximately 1995.

9 Q. Okay.

10 MR. LYONS: I don't have any further
11 questions. And again, thank you, sir, for your
12 indulgence today.

13 THE DEPONENT: Thank you.

14 (Whereupon, at 4:22 p.m. the deposition
15 was concluded.)

16 (Whereupon, reading and signing of the
17 deposition was not requested.)

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CERTIFICATE

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STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

I, Kelly A. Mair, a Registered Professional Reporter and Notary Public within and for the State of Colorado, do hereby certify that previous to the commencement of the examination of the said ED TROUSIL, a witness called for examination herein in the said suit in the said District Court, was duly sworn by me to testify to the truth in relation to the matters in controversy now pending and undetermined between the said parties so far as they should be interrogated concerning the same;

That the said deposition was taken in shorthand by me at 3200 Wells Fargo Center, 1700 Lincoln Street, City of Denver, State of Colorado, on the 19th day of November, 2008, at 11:14 a.m., and was reduced to typewritten form under my supervision;

That the foregoing is a true transcript of the questions asked, the testimony given, and the proceedings had;

That I am neither attorney nor counsel, nor in any way connected with any attorney or counsel for any of the parties to said action, or otherwise interested in its event.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this day of , 2008.

Kelly A. Mair, RPR
Registered Professional Reporter and
Notary Public.