

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.