

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