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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MENDOCINO - UNLIMITED JURISDICTION

ANDERSON VALLEY LAND TRUST,
INC.,
Plaintiff,

vs.

CHRISTOPHER TERENCE ROWE;
MORRIS W. HIRSCH AND CHARITY
HIRSCH as TRUSTEES OF THE
MORRIS W. HIRSCH AND CHARITY
HIRSCH LIVING TRUST DATED
November 22, 1999, AND DOES
1-10,

Defendants.

NO.
SCUK-CVG-17-69470

- - - -

DEPOSITION OF BARBARA GOODELL
Wednesday, October 10, 2018

REPORTED BY: René Markarian, CSR 5606

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APPEARANCES:

FOR THE PLAINTIFF:

Carter Momsen PC
Attorneys At Law
305 North Main Street
Ukiah, California 95482
By: Brian S. Momsen, Esq.

FOR THE DEFENDANTS:

Clement, Fitzpatrick & Kenworthy PC
Attorneys At Law
3333 Mendocino Avenue, Suite 200
Santa Rosa, California 95403-2261
By: Peter C. DeGolia, Esq.

ALSO PRESENT:

CT Rowe

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I-N-D-E-X

Examination by:
Mr. DeGolia

Page:
4

Exhibits:
None marked

1 At the offices of Clement, Fitzpatrick &
2 Kenworthy, 3333 Mendocino Avenue, Suite 200, Santa Rosa,
3 California, on Wednesday, October 10, 2018, commencing at
4 the hour of 2:00 p.m., thereof, before René Markarian, a
5 Certified Shorthand Reporter, personally appeared

6 BARBARA GOODELL,
7 who, having been first duly sworn, testified as follows:

8 - - -

9 EXAMINATION BY MR. DeGOLIA:

10 Q. Hello. Could you state your name for the record.

11 A. Barbara Goodell.

12 Q. Ms. Goodell, I'm Pete DeGolia, and I represent
13 the owners of the property that's the subject of this
14 lawsuit, CT Rowe and Morris and Charity Hirsch.

15 And I understand you're on the board for AVLTT.

16 A. I am.

17 Q. And you're here today in response to a deposition
18 notice that we've sent to you?

19 A. Uh-huh.

20 Q. Have you had a chance to talk with Mr.
21 Momsen about the procedure that we're doing today?

22 A. Yes.

23 Q. And you generally understand the process?

24 A. Right, I think. To the best of my ability. I've
25 never done a deposition before.

1 Q. All right. You understand you're under oath?

2 A. Yes.

3 Q. And you understand that even though we're in an
4 informal setting, your testimony has the same force and
5 effect it would if we were over in the courthouse?

6 A. Yes.

7 Q. Okay. Is there any reason you can't offer your
8 best testimony today?

9 A. Not that I'm aware of.

10 Q. Okay. You will get a copy of the transcript
11 after you testify, and you can make changes to that
12 testimony if you choose. But if you do, I want to warn
13 you that I can make comments on those changes. So do your
14 best to answer as consistently and correctly as you can.

15 I'm going to ask you to answer audibly, "yes" or
16 "no" answers. The court reporter can't take down shakes
17 of the head and that sort of thing.

18 A. Right.

19 Q. I'll ask you to let me finish my question before
20 you answer, and I'll try to let you finish your answer
21 before I ask my next question. Okay?

22 A. All right.

23 Q. All right. What is your educational background?

24 A. I went through four years of college and got
25 almost a master's degree and then a teaching credential.

1 Q. And what was your undergraduate degree in?

2 A. In English and anthropology at UC Berkeley.

3 Q. Okay. And when did you graduate?

4 A. 1968.

5 Q. And where did you attend classes for your
6 master's?

7 A. I did in -- at University of California in San
8 Diego.

9 Q. And have you been employed --

10 A. And San Diego State University.

11 Q. What is your employment history?

12 A. My appointment history?

13 Q. "Employment."

14 A. Employment. I became a teacher, taught 8th grade
15 for five years. And then we moved up to Anderson Valley
16 and I ended up doing some substitute teaching work so I
17 could be home when my kids were home.

18 Q. When did you move to Anderson Valley?

19 A. In 1978 -- oh, I didn't finish. And then I
20 helped establish an adult school in Anderson Valley and
21 taught and administrated there for a number of years.

22 Q. Okay. And any other employment?

23 A. No.

24 Q. When did you join the board for AVLTT?

25 A. At its inception in 1991.

1 Q. And have you been on the board ever since?

2 A. Yes.

3 Q. Have you ever been an officer?

4 A. Yes.

5 Q. And what positions have you held?

6 A. Secretary and president.

7 Q. When were you president?

8 A. Oh, gosh. I don't remember the dates.

9 Q. When was the last time you were president?

10 A. I can't remember the -- it was a while ago. I
11 don't remember the specific dates.

12 Q. What are your roles as a board member for AVLTT?

13 A. The same as all the other board members; to do
14 the business of the board.

15 Q. You monitor properties?

16 A. I have in the past.

17 Q. And do you conduct enforcement?

18 A. I personally have not.

19 Q. Does the board do that as a group? How is that
20 done?

21 A. That is one of the -- one thing the board is
22 supposed to do, but I don't recall any enforcement --
23 enforcing that we've needed to do until recently.

24 Q. Other than the enforcement regarding the
25 Burns/Hirsch conservation easement, has AVLTT ever had to

1 perform enforcement functions on any of the other
2 conservation easements?

3 A. I don't recall any.

4 Q. What enforcement do you recall relative to the
5 Burns/Hirsch easement that AVLT has done?

6 A. You have all the records; you have all the
7 emails.

8 Q. Can you tell me, though, the general categories
9 and areas that they've had to conduct enforcement.

10 A. It's pretty much over the two issues that we're
11 discussing.

12 Q. Which are?

13 A. The transient hospitality and the off-the-road
14 vehicles, and building another pond.

15 Q. Any other enforcement issues with Burns/Hirsch
16 you can recall?

17 A. I don't recall any.

18 Q. And when you say enforcement over transient
19 hospitality, what do you understand the enforcement issue
20 to be?

21 A. Well, I think it needs to be defined. That's
22 what we're asking.

23 Q. Currently there's no transient hospitality
24 occurring on the property?

25 A. Ask CT.

1 Q. I'm asking you, if you're aware of that.

2 A. I'm not aware of any.

3 Q. AVLT is not asking the owners of the Hirsch/Burns
4 property to stop doing transient hospitality now that's
5 ongoing?

6 A. As far as I know, there is not -- I don't -- I
7 don't know.

8 Q. Were you involved in the negotiation of the
9 Burns/Hirsch conservation easement?

10 A. I attended the very first meeting when Mo,
11 Charity and Briana met with Lori Wayburn, because I had
12 never done an initial landowner meeting, and I went there
13 to learn about it. And so I was not one of the people
14 that was talking; I was listening.

15 Q. Was there a discussion during that meeting
16 regarding transient hospitality?

17 A. I don't remember.

18 Q. Do you recall the issue of transient hospitality
19 being discussed at all during that period that this
20 easement was created?

21 A. I don't remember. I don't know.

22 Q. When did you first understand there was an issue
23 regarding the word transient hospitality with this
24 easement?

25 A. When it was originally brought up.

1 Q. When was that?

2 A. I don't know a date. You can look back at the
3 correspondence that you have.

4 Q. Well, can you tell me roughly? Was it
5 fifteen years ago? Three years ago?

6 A. More like three than fifteen, but I'm not sure
7 how many.

8 Q. How did it come up?

9 A. The family wanted to have transient hospitality,
10 and we said we needed to define what that was.

11 Q. The easement does allow transient hospitality?

12 A. It does, but it's not defined.

13 Q. What is your understanding of the definition of
14 transient hospitality?

15 A. I don't know. I had understood it to be a term
16 that the county used over the years, and I guess I don't
17 know the exact definition of it.

18 Q. Do any other easements that are owned by AVL
19 have --

20 A. We don't own the easements.

21 Q. Hold. Holder of the easement?

22 A. I guess holder.

23 Q. Okay.

24 A. I'm sorry. I don't mean to be -- we don't own
25 the property, to be clear.

1 Q. I agree with that.

2 The owner grants an easement to AVL T, correct?

3 A. Correct.

4 Q. Are you aware of the words transient hospitality
5 in any of the other easements that AVL T has?

6 A. I have not gone back to look.

7 Q. Has it ever come up with any of the other
8 easements?

9 A. Not that I'm aware of.

10 Q. Are you of any -- are you aware of any use by the
11 owners of the Burns/Hirsch property that has impaired,
12 degraded, or damaged the conservation values of that
13 property?

14 A. I have not really been up there very much. I've
15 not been a part of the monitoring team except for going up
16 to look at the pond, and then I came with Patrick one time
17 recently. And I noticed that there were signs of
18 off-the-road vehicles being off the road, but I did not
19 directly notice degradation. I mean, I saw that, and I
20 know that's not a good thing, but...

21 Q. Other than the signs of vehicles going off road,
22 any other signs that you saw of impairment, degradation,
23 or damage to the conservation values of the property?

24 A. They would have been reported in the monitoring
25 report.

1 Q. So the answer is no?

2 A. No.

3 Q. Are you aware of any use of the property by the
4 owners that was conducted in a manner that is inconsistent
5 with the purposes, terms, and conditions of the easement?

6 MR. MOMSEN: Object to the extent that it calls
7 for a legal conclusion. But you can answer.

8 BY MR. DeGOLIA:

9 Q. You can go ahead and answer.

10 A. Even though he objected?

11 MR. MOMSEN: Yes. Unless I instruct you not to
12 answer, you can answer.

13 THE WITNESS: Okay. Could you repeat the
14 question, please.

15 MR. DeGOLIA: Could you. Thank you.

16 (Record read)

17 MR. MOMSEN: One more objection. Sorry. That
18 that question is more appropriate for an interrogatory.
19 But, again, you can answer to the best of your ability.

20 THE WITNESS: I was told that the -- there were
21 living facilities advertised on Facebook. And I did look
22 at CT's Facebook page, but I did not go to those
23 facilities.

24 BY MR. DeGOLIA:

25 Q. How is that a use that's inconsistent with the

1 **conditions of the easement?**

2 A. Well, depending on how many residences there are.
3 I believe there are three allowed and I don't know how
4 many at that point were full.

5 **Q. But I'm talking about the advertising itself.**

6 **How is the advertising a violation of the easement?**

7 A. Well, the advertising itself might not be, but
8 the rental of it would be if it was more than three
9 residences.

10 **Q. Are you aware of the owners renting out more than**
11 **three residences?**

12 A. No.

13 **Q. Are you aware of the owners renting out cabins?**

14 A. No.

15 **Q. Are you aware of the owners renting out camping**
16 **sites?**

17 A. No.

18 **Q. Has that ever been discussed in board meetings,**
19 **the fact that they have rented out cabins or camping?**

20 A. I don't think so. I mean, we're there once a
21 year, or maybe sometimes more than that, monitoring, but
22 we don't -- I don't know.

23 **Q. Okay. I understand that you're not aware of the**
24 **owners renting out cabins or campsites.**

25 **I'm asking if there was any discussion among the**

1 board members of the fact that the owners had rented out
2 cabins and campsites?

3 A. Not to my recollection, but you have all the
4 minutes to the meetings.

5 Q. I don't, actually.

6 MR. MOMSEN: You do, except for one exception
7 where they discussed conversations with me. Those were
8 produced.

9 MR. DeGOLIA: This is where the electronic files
10 sometimes are a little difficult. I did not see those,
11 but it could be that I just didn't find the file that
12 they're in. So we can talk about that a little more.

13 BY MR. DeGOLIA:

14 Q. Okay. So other than -- we talked about the
15 off-road vehicles and the advertising.

16 Is there anything else that you're aware of that
17 the owners were doing on the property that was
18 inconsistent with the easement?

19 MR. MOMSEN: Same objections as before.

20 THE WITNESS: No, not at this point. I don't --
21 I don't know of any.

22 BY MR. DeGOLIA:

23 Q. Do you believe the owners had plans to develop
24 the property?

25 MR. MOMSEN: Objection. Calls for speculation.

1 But you can answer.

2 THE WITNESS: Read what CT and his family have
3 written to us that you have in your electronic files.

4 BY MR. DeGOLIA:

5 Q. I'm trying to understand what the board's
6 understanding was, your understanding was, regarding the
7 owners' efforts to develop the property. Because the
8 complaint alleges that AVLT believed the development was
9 imminent, and I'm trying to find out the basis for your
10 and the board's belief that that development was imminent.

11 A. My recollection --

12 MR. MOMSEN: Okay. I mean, I'm going to object
13 that it calls for speculation as to the board, except to
14 the extent she was involved in discussions or -- but go
15 ahead.

16 THE WITNESS: Yeah. CT and Mo and Charity had
17 said that they wanted to have the ability to have
18 transient hospitality. And the point of doing the trial
19 is to find out how to define that. They were the ones
20 that initiated it. You know, we're volunteers trying to
21 enforce the easement. But they were asking -- they said
22 they want -- they did not say what they wanted to do, to
23 my recollection, exactly, but that they wanted to do it.
24 And so before that happened, the board was concerned about
25 defining transient hospitality.

1 BY MR. DeGOLIA:

2 Q. Okay. And I'm simply trying to discover if you
3 believe that the owners planned on developing the property
4 imminently. If that's the case -- first of all, did you
5 believe that and, if so, what was the basis for that? Did
6 you have a belief that their efforts to develop the
7 property were imminent?

8 A. What I know is that the board was asked to make a
9 decision about what rules would -- how the transient
10 hospitality would be described. And so I -- imminent, I
11 don't know what that means. Ask CT.

12 Q. Well, it's an allegation in the complaint, and
13 I'm simply trying to find out what your understanding is.

14 A. Well, it was on the -- in the planning process.
15 I don't know how, actually, imminent it was.

16 Q. Other than seeing evidence of vehicles going off
17 road during your -- you had two visits to the property?

18 A. I've had more than that, but in the time period
19 we're talking about.

20 Q. Okay. During the visits that you've had to the
21 property, you said you saw evidence of vehicles that had
22 gone off road.

23 A. Saw the marks, yeah --

24 Q. Okay.

25 A. -- on the --

1 Q. Did you see the vehicles that actually caused
2 those marks?

3 A. I did not.

4 Q. Are you aware of the vehicles that caused those
5 marks?

6 A. No.

7 Q. Are you aware of the reason those marks are
8 there?

9 A. No.

10 Q. Do you believe those marks were caused by
11 vehicles going off road for recreational purposes?

12 A. I have no idea.

13 Q. Has that been discussed in board meetings?

14 A. It was -- it was noticed, I mean, that there were
15 marks, but not exactly why they -- I mean, nobody did the
16 sleuth work to find out.

17 Q. Do you know if the owners were ever given written
18 notice of the concerns by AVLTT regarding the marks of
19 off-road vehicles before the complaint was prepared and
20 served?

21 A. I'm not sure. I don't know.

22 Q. Did anyone do the sleuth work to find out what
23 the cause of the marks were?

24 A. No -- well, I don't know. I didn't.

25 Q. Well, was it ever discussed in the board that

1 that investigation would be done?

2 A. Not that I recall.

3 Q. Do you agree that the owners can commercially
4 operate the property for transient hospitality?

5 MR. MOMSEN: Objection. Calls for a legal
6 conclusion.

7 THE WITNESS: Yeah, I --

8 BY MR. DeGOLIA:

9 Q. You can answer.

10 A. Since -- commercial uses are prohibited, as far
11 as I understand, but transient hospitality might be a
12 different animal, and that's what we're trying to
13 discover, is what it is exactly.

14 Q. Are you aware that this easement allows transient
15 hospitality as an exception to commercial use; in other
16 words, that can be done commercially; it's accepted?

17 A. I haven't reviewed the terminology in the
18 easement, but that could easily be done.

19 Q. Is it AVLTT's role to enforce county codes and
20 regulations?

21 A. No.

22 Q. In fact, AVLTT's job is to enforce the terms of
23 the conservation easement?

24 A. Correct.

25 Q. You've been a monitor on this particular

1 **easement?**

2 A. Yes.

3 **Q. Have you been a monitor on any other easement**
4 **held by AVLTT?**

5 A. Yes.

6 **Q. How many?**

7 A. We have 27 easements. I don't know. 10. I'm
8 not sure.

9 **Q. Are you aware of the Tebbut conservation**
10 **easement?**

11 A. Uh-huh.

12 **Q. "Yes"?**

13 A. Am I aware of it?

14 **Q. Yes. You have to answer audibly.**

15 MR. MOMSEN: You can't say, "uh-huh."

16 BY MR. DeGOLIA:

17 **Q. I'm just reminding you that you have to answer**
18 **"yes" or "no" because the court reporter can't take down**
19 **"uh-huh" and "uh-huhs."**

20 **So my question was: Are you aware of the Tebbut**
21 **easement?**

22 A. Yes, I am.

23 **Q. Do you know if any board member has a personal or**
24 **business relationship with Tebbut? Let's start with**
25 **business relationship with Tebbut, if any AVLTT board**

1 member does?

2 A. Not that I'm aware of.

3 Q. Have you ever monitored that property, the Tebbut
4 property?

5 A. Yes.

6 Q. Do you know if there's been any violations by
7 Tebbut of their conservation easement?

8 A. Not that I'm aware of.

9 Q. Do you know if the Tebbut easement allows
10 transient hospitality?

11 A. I'm not sure. I'd have to go back and look at
12 the easement.

13 Q. Do you know if Tebbut rents property out for
14 transient hospitality?

15 A. Not to my knowledge. Not on a conservation
16 easement.

17 Q. Are you aware of the Snyder conservation
18 easement?

19 A. Uh-huh.

20 Q. "Yes"?

21 A. Yes. Sorry.

22 Q. Have you monitored that property?

23 A. Yes.

24 Q. Are you aware of any violations by Snyder of
25 their easement?

1 A. No.

2 Q. Under the Burns/Hirsch easement, are Burns and
3 Hirsch -- the owners of the Burns/Hirsch property allowed,
4 under the easement, to park an RV on their property?

5 MR. MOMSEN: Objection. Calls for a legal
6 conclusion.

7 BY MR. DeGOLIA:

8 Q. You can answer. I'm talking about the
9 Burns/Hirsch easement.

10 A. Right. And are they allowed to park an RV?

11 Q. On their property.

12 A. Well, I think that's one of the questions that's
13 being debated. And I think, technically, according to the
14 easement, it says no recreational vehicles.

15 Q. Are they allowed to store an RV on their
16 property?

17 A. That's not clarified, to my knowledge.

18 MR. MOMSEN: Same objections.

19 BY MR. DeGOLIA:

20 Q. Are you aware if Snyder is allowed to store an RV
21 on his property pursuant to the terms of his easement?

22 A. No. I mean, I don't know if he is allowed to.

23 Q. Do you know if he does park an RV on his
24 property, store an RV on his property?

25 A. He has one.

1 Q. Snyder?

2 A. Yes.

3 Q. And are you aware that he stores it on his
4 property?

5 A. Yes, but that has no relevance to the
6 Burns/Hirsch easement. Each of them are separately --
7 separately written.

8 Q. Your property is -- you own property up in
9 Anderson Valley?

10 A. Yes, we do.

11 Q. And you granted a conservation easement to AVLTT?

12 A. Yes.

13 Q. When was that?

14 A. I don't remember exactly what year that was. I
15 think somewhere in the late 1990s.

16 Q. And is your property monitored by AVLTT?

17 A. Yes.

18 Q. Who does the monitoring?

19 A. It's been a number of people over the years.

20 Q. Have you ever been a monitor of your property?

21 A. No. You can't monitor your own property.

22 Q. How many residences do you have on your property?

23 A. We have three.

24 Q. And are there county permits for all those
25 residences?

1 A. For all the buildings.

2 **Q. Are there permits to allow them as residences?**

3 A. Not -- not completely, no. One of them is -- was
4 a -- yeah.

5 **Q. Two are permitted and one is not?**

6 A. As a residence. It's a permitted building.

7 **Q. Is it used as a residence, the one that is --**

8 A. Yes.

9 **Q. Is that a violation of your conservation
10 easement?**

11 A. No.

12 **Q. Why is that?**

13 A. Because we're allowed a third residence in our
14 conservation easement as a -- as a caretaker unit or
15 granny unit, whatever.

16 **Q. Is it a condition of occupancy of a residence
17 under your conservation easement to have a permit from the
18 county?**

19 A. As we said earlier, the land trust does not
20 enforce that.

21 **Q. So they don't require you to get a permit for
22 purposes of using it as a residence because it's allowed
23 under the conservation easement you have?**

24 A. They haven't.

25 **Q. You've never received a notice of violation from**

1 them on that point?

2 A. No.

3 MR. MOMSEN: "Them" being the county or the land
4 trust?

5 MR. DeGOLIA: The land trust.

6 BY MR. DeGOLIA:

7 Q. Correct? Your answer was "no" to that, you've
8 never received a notice of violation from the land trust?

9 A. That is correct.

10 Q. Okay. Mr. Miller testified earlier today that a
11 tree was removed from your property at some point that --
12 do you recall that episode?

13 A. Yes.

14 Q. And the removal of the tree was not consistent
15 with the terms of your conservation easement?

16 MR. MOMSEN: Objection. Argumentative, lacks
17 foundation.

18 THE WITNESS: Trees over 36 inches weren't
19 allowed to be cut, and it was 37 or 38 inches in diameter.

20 BY MR. DeGOLIA:

21 Q. Okay. So trees of greater than 36 inches at
22 diameter breast height could not be removed pursuant to
23 the terms of your conservation easement, correct?

24 A. As one of the terms, yeah.

25 Q. And that tree that was removed was greater than

1 36 inches at diameter at breast height?

2 A. (Witness nods head)

3 Q. "Yes"?

4 A. Yes, it was.

5 Q. Okay. Despite that, the AVL T allowed you to
6 remove that tree?

7 A. Well, there were other facets of the conservation
8 easement, such as solar exposure for the organic gardening
9 and -- and it was shading the garden. And we have 35 --
10 approximately 35 acres of redwoods, and it was determined
11 inconsequential that this tree -- that they made an
12 exception so that we could cut that one tree.

13 Q. Did you seek permission from AVL T to remove that
14 tree?

15 A. Yes, I did.

16 Q. And they granted that permission?

17 A. They did.

18 Q. Who was your main contact on the board regarding
19 that issue?

20 A. It was addressed to the entire board. I don't
21 know that there was a main person.

22 Q. How was it presented to the board?

23 A. It was a written request.

24 Q. Do you know if the Burns/Hirsch conservation
25 easement allows camping on that property?

1 MR. MOMSEN: Objection. Calls for legal
2 conclusion.

3 THE WITNESS: I'd have to go back and really read
4 the easement. I don't know. Certainly not commercial
5 camping.

6 BY MR. DeGOLIA:

7 Q. And why do you say that?

8 A. No commercial uses, as far as I understand it.
9 The easement does not allow commercial use of the
10 property.

11 Q. And that's based on your review of the easement?

12 A. My recollection of the easement. I have not
13 reviewed it recently.

14 Q. Is it based upon discussions with the board?

15 A. No. I don't know.

16 Q. What is your definition of a recreational
17 vehicle?

18 A. My personal one?

19 Q. Sure.

20 A. Something that's not used for work. It's used to
21 enjoy the out of doors or, you know -- I guess it wouldn't
22 have to be to enjoy, but to be in the out of doors.

23 Q. If a vehicle was used for work, therefore, it
24 would not be a recreational vehicle, in your mind?

25 A. No.

1 **Q. Do you recall any discussion with the board**
2 **regarding proceeding with this lawsuit without giving**
3 **written notice of violations to the owners of the Burns**
4 **and Hirsch property?**

5 A. I don't remember it being phrased in that way,
6 no.

7 **Q. Do you recall anything generally on that topic?**

8 A. My reaction is that we needed to define what
9 transient hospitality was going to be and about the use of
10 recreational vehicles. And we attempted for a very long
11 time, through letters and other means, to get some kind of
12 an agreement with Burns/Hirsch, and that agreement didn't
13 come. So the board voted to have a mediation on that so
14 that we could come up with an answer, and had meetings,
15 like two or three -- I can't remember which -- sessions,
16 and there was no compromise. Anderson Valley Land Trust
17 offered a solution to it, but it was not accepted by
18 Burns/Hirsch, in my understanding of the situation.

19 **Q. Were those efforts to mediate the dispute**
20 **conducted before the complaint was filed?**

21 A. Run that by again.

22 **Q. I think you said there were some mediation**
23 **sessions?**

24 A. Yes.

25 **Q. Were those conducted before the complaint was**

1 **filed?**

2 A. The complaint meaning?

3 **Q. The lawsuit that we're involved in.**

4 A. The lawsuit. I believe that we arranged the
5 mediation, and if the mediation was not successful,
6 scheduled the lawsuit.

7 **Q. Who initiated the mediation, if you know?**

8 A. The board.

9 **Q. Through who? Do you know what board member did**
10 **that?**

11 A. I mean, it was decided at a board meeting. I
12 don't know who actually carried through with it.

13 **Q. Do you recall what board meeting that was?**

14 A. No. But you have the minutes.

15 **Q. How long ago, do you know?**

16 A. Sometime before the mediation started. No, I
17 don't remember exactly when that was.

18 MR. DeGOLIA: Let's take a short break and I'm
19 probably going to go over a few documents and then we'll
20 come back -- when we come back. Thank you.

21 THE WITNESS: Okay.

22 (Recess from 2:39 p.m. to 2:52 p.m.)

23 BY MR. DeGOLIA:

24 **Q. Okay. Ms. Goodell, you understand that even**
25 **though we've taken a break, you're under oath?**

1 A. Yes.

2 Q. Okay. We've talked a little bit about the
3 unpermitted residence at your property.

4 Is that residence limited to persons over the age
5 of 55?

6 A. Well, our house is, but not that one, yeah.

7 Q. There is a limitation in your conservation
8 easement that one of the residences is limited to people
9 over the age of 55?

10 A. It doesn't delineate an age.

11 Q. And so you've designated your home as an over 55
12 residence?

13 A. Yeah.

14 Q. Is there anyone in your home that occupies your
15 home under the age of 55?

16 A. No, not close.

17 Q. Was the third residence ever designated as the
18 property exclusively for people over the age of 55?

19 A. No -- let's go back to that. Give me the
20 question again.

21 Q. Was the third residence, the unpermitted
22 residence, ever designated by you to AVLIT as the property
23 to be exclusively occupied by people over the age of 55?

24 A. No, not an age.

25 Q. Was there some other limitation in the easement

1 regarding that home?

2 A. (Witness shakes head)

3 MR. MOMSEN: You have to say "yes" or "no."

4 THE WITNESS: What's that?

5 MR. MOMSEN: You're shaking your head. You have
6 to answer audibly.

7 THE WITNESS: Oh. Okay. No.

8 BY MR. DeGOLIA:

9 Q. Who do you rent that third property to?

10 A. You mean their names?

11 Q. Yes.

12 A. Nat.

13 Q. Do you know their full name?

14 A. Nat Corey-Moran and Norr Dawood.

15 Q. And you rent the other -- second property as
16 well? You have three residences?

17 A. Yes.

18 Q. And who is the tenant in that property?

19 A. Is this really relevant?

20 MR. MOMSEN: It's not, but I'm letting him go
21 with it because the discovery standard's broad.

22 THE WITNESS: Linda MacElwee and Andy
23 Balestracci.

24 Q. Do you have a rental agreement with Nat
25 Corey-Moran?

1 A. I don't know that we have a written one, but we
2 have an agreement, yeah.

3 **Q. Oral agreement?**

4 A. Yeah.

5 **Q. Some form. And how about the tenant of the
6 second home, you have a written or oral agreement with
7 them?**

8 A. They've been there so long, I don't remember.

9 **Q. Do either of those agreements state that the
10 tenant has to be -- the occupants of the property have to
11 be age 55 and over?**

12 A. No.

13 **Q. When did you first rent the third residence to
14 Nat Corey-Moran?**

15 A. About five years ago.

16 **Q. How about the second residence, when did you rent
17 that?**

18 A. It's been rented for -- I don't know -- 35 years
19 or something.

20 **Q. Was the age restriction in your conservation
21 easement placed there at the inception? It's been there
22 all along?**

23 A. Yes.

24 **Q. And were you and the occupants of your property
25 over 55 at the time that that age restriction was put in**

1 place?

2 A. Nobody's -- nobody was living in it at the time
3 that we did the -- I mean, it was a guest house, but
4 nobody was living in it at that time. But since I can't
5 remember exactly when the conservation easement was, it
6 would be -- we were somewhere around 55.

7 Q. Which was the guest house? What do you refer to
8 as the guest house?

9 A. The one that is the third residence.

10 Q. The unpermitted residence?

11 A. It's a permitted building, but not a permitted
12 residence.

13 Q. Okay. And when the easement was entered into,
14 that was the property that you designated that was the
15 property that would be occupied by people 55 and over
16 exclusively?

17 A. It just says something -- I don't know what the
18 exact wording is -- something like a caretaker's unit, but
19 it does not specify an age.

20 Q. But in your mind, that was the one that you
21 designated as 55 and over at the time you entered into the
22 easement?

23 MR. MOMSEN: Objection. Asked and answered,
24 argumentative.

25 BY MR. DeGOLIA:

1 Q. I'm just trying to find out what was in your mind
2 at the time you entered into the easement as AVLTT.

3 A. We knew we were going to get older, and we knew
4 that we wanted to have a space where there was someone
5 there who could take care of us.

6 Q. Okay. I'm just trying to find out --

7 A. Or our kids might come back.

8 Q. I'm trying to find out the genesis of the over
9 age 55 condition in your conservation --

10 A. It is not a condition. The age is not a
11 condition.

12 Q. Does your conservation easement require that one
13 of the residences be occupied by someone over 55 years?

14 A. No.

15 Q. Is there any entity that restricts the age of
16 your residences at your property?

17 A. None that I'm aware about.

18 Q. No governmental entity or any other entity?

19 A. We haven't asked them.

20 Q. Okay. I'm just trying to find out where the over
21 age 55 restriction came about.

22 A. The county does have an ability for people to
23 have a third residence if they're over 55. I believe it's
24 55. It might be 50; it might be 60. And I think it's for
25 a caretaker -- like mother-in-law caretaker's unit. And I

1 think they're getting softer on it now because housing is
2 at such a shortage.

3 Q. And is your property subject to that restriction
4 because it has the third residence on it?

5 A. I don't know.

6 Q. I'm just trying to understand what restrictions
7 you understand apply to your residence.

8 MR. MOMSEN: I'm going to object to this whole
9 line of questioning as invading privacy and perhaps
10 tangentially relevant, but it's getting to the point where
11 the privacy invasion's outweighing that. I'll let it go
12 for a while longer, but...

13 BY MR. DeGOLIA:

14 Q. Well, at this point I'm just trying to find out
15 if there's a restriction and who imposes it. That's all.
16 And we've already gone through the questions and answers,
17 but I'm not sure I understand your answers.

18 I'm just trying to understand, first, is there an
19 age restriction on any of the residences on your property?

20 MR. MOMSEN: How is --

21 THE WITNESS: Who?

22 MR. MOMSEN: I don't mean to be an
23 obstructionist, but let's say the county has restrictions
24 on her property. How's that relevant to the issues in
25 this litigation with a different document and different

1 parties and different property? You know, I don't want to
2 necessarily put her through an inquisition on her personal
3 property issues when the relevance is that far removed.
4 I'm willing to listen and consider letting her answer,
5 but...

6 BY MR. DeGOLIA:

7 Q. I'm not going to pursue the questions much
8 further. I'm just trying to understand the issue as it's
9 been presented, and that's all.

10 I understand there's some age restriction on your
11 property.

12 A. I don't -- I didn't say that there was an age
13 restriction. I am not aware of any.

14 Q. Okay. Did you produce any documents today in
15 response to the request that I sent on to your attorney,
16 and, I think, the subpoena to produce documents?

17 A. It's the same documents as the land trust,
18 because any time a board member deals with an easement or
19 a landowner that we have a conservation easement with, we
20 make a note and send it to the office. So all of --
21 anything I would have had would be in the office papers.

22 MR. MOMSEN: I looked at the request and I think
23 it was word-for-word the same as your demand for
24 production of documents, so there wasn't anything tailored
25 to Barbara or anything different. So it's the same

1 responsive documents as already produced.

2 BY MR. DeGOLIA:

3 Q. So you brought no further documents today with
4 you?

5 A. No.

6 MR. DeGOLIA: Okay. I'm going to take a real
7 short break, not stretch it out at all, and just to follow
8 up on any further questions that might be needed, and then
9 we'll get out of here.

10 MR. MOMSEN: Thank you.

11 (Recess from 3:02 p.m. to 3:03 p.m.)

12 MR. DeGOLIA: Okay. Ms. Goodell, that's all the
13 questions I have. Thank you very much for coming.

14 MR. MOMSEN: I do want a copy, also.

15 (Whereupon, the deposition concluded at
16 3:03 p.m.)

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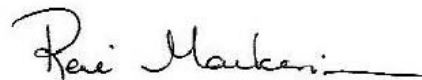
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REPORTER'S CERTIFICATE

I, René Markarian, a Certified Shorthand Reporter, do hereby certify that before the taking of the foregoing deposition, the witness was duly sworn by me to testify to the truth, the whole truth, and nothing but the truth in the above-entitled matter; and that the foregoing is a full, true and correct transcript of the proceedings had at the taking of said deposition.

I further certify that I am not of counsel or attorney for either or any of the parties in the above-mentioned cause, or in any way interested in the outcome of said cause.

I hereby affix my signature this 22nd day of October, 2018.



René Markarian
CSR 5606

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ERRATA SHEET

I declare under penalty of perjury that I have read the
foregoing _____ pages of my testimony, taken
on _____ (date) at
_____(city), _____(state),
and that the same is a true record of the testimony given
by me at the time and place herein
above set forth, with the following exceptions:

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