



EDC COB <edc.cob@edcgov.us>

## Tiger Lily Project 17-1377

1 message

Brandi Peerman <brandi@baileymac.com>

Fri, Feb 9, 2018 at 6:35 AM

To: bosone@edcgov.us, bostwo@edcgov.us, The Bostthree <bostthree@edcgov.us>, bosfour@edcgov.us, bosfive@edcgov.us, edc.cob@edcgov.us

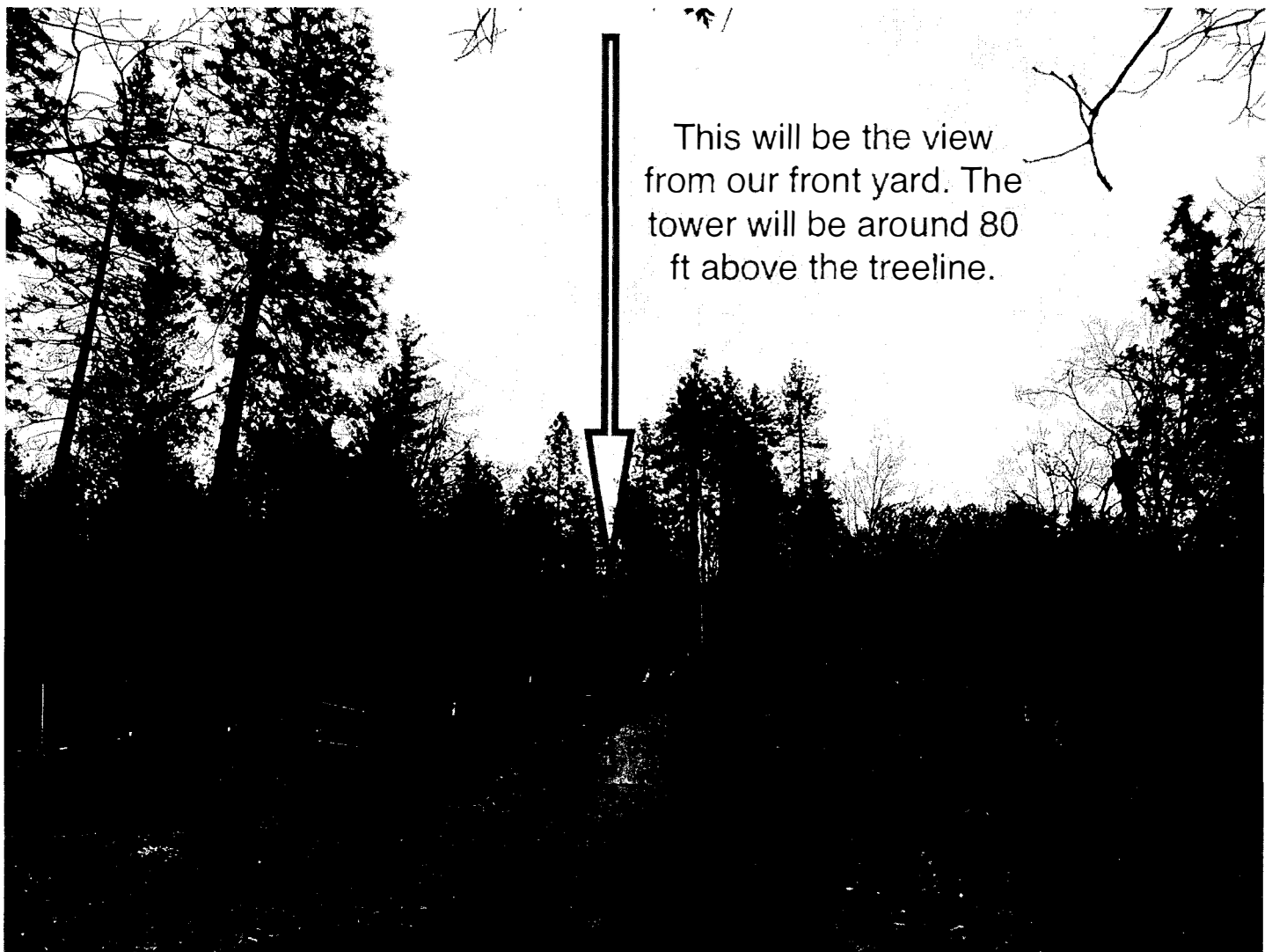
Dear Supervisors,

Attached are maps with actual distances from the surrounding residences of the Tiger Lily cell tower site. The residents on Victory Mine Rd DO NOT want this tower! This tower is highly intrusive to our neighborhood and community. It will be highly visible from not only our home but from hundreds of homes in the area and visible for several miles away. It is an absolute lie for anyone to say that this tower is not visible from our homes. It will tower 80 ft above the treeline and will be the first thing you see when you walk out our front door and the same goes for several other homes who's parcels border the Kramer property.

The tower will be 293 ft from our endangered animal habitats, 753 ft from our front door, 50 ft from the Hallocks property, and 253 ft from their front door, and bordering not 4 residences like the application package would have you believe but 8 residential properties.

There are alternate sites much better suited for this tower. The Dakers residence would be a much better site as it would be out of our view and only slightly visible from the Hallocks home. Our real estate values would be preserved and our safety and quality of life kept in tact.

Thanks





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Stop seeing this ad Why this ad?

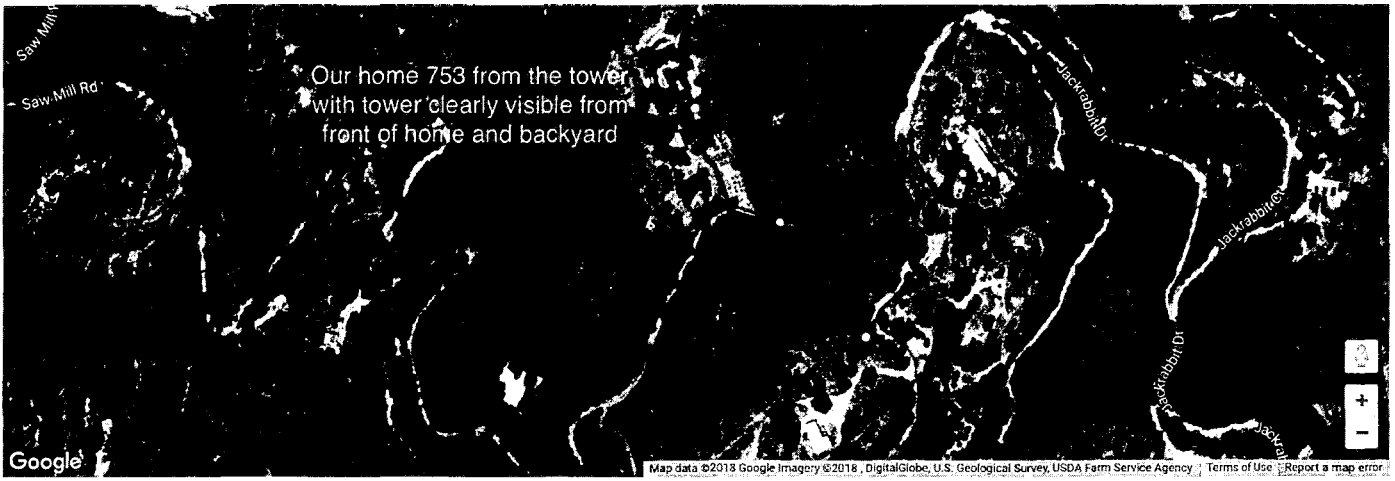
Distance

294.247

Feet

Autopan ?

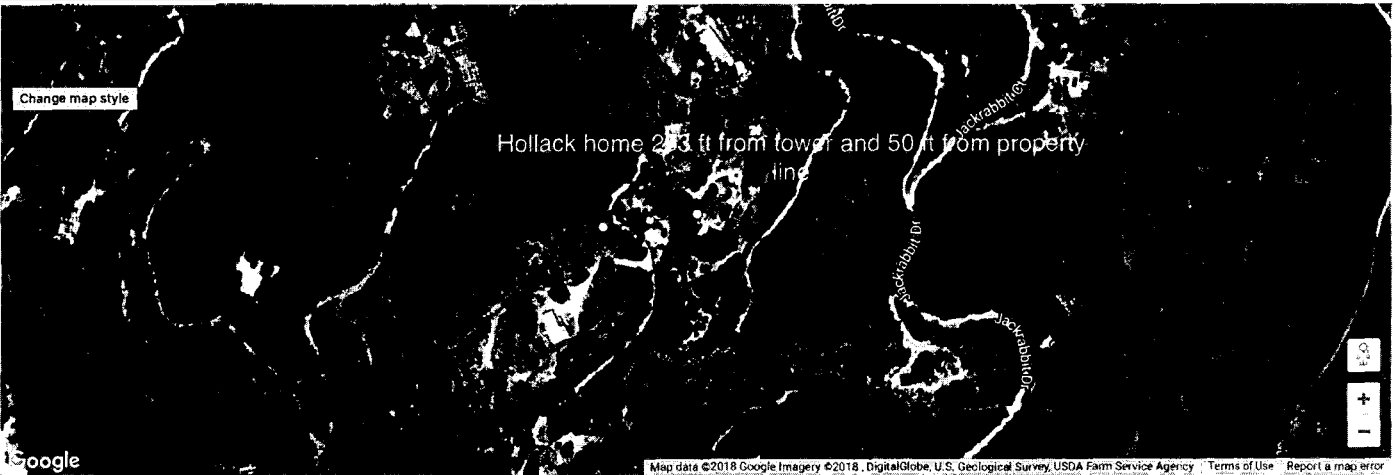




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Distance 753.840 Feet Autopan ?



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Distance 253.122 Feet Autopan ?

5411 Victory Mine Rd, Placerville, CA 95667-8596, El Dorado County

Close Repo

- Property Detail
- Comparables
- Market Trends
- Neighbors
- Neighborhood Profile
- Assessor Map
- Flood Map

The application package states there are less than 4 residences being affected by the tower. This aerial view shows residences bordering the subject property and several others within a few hundred feet; all of these homes will be affected by the tower both from aesthetics and property values.



EDC COB &lt;edc.cob@edcgov.us&gt;

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## Tiger Lily Project

4 messages

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**Brandi Peerman** <brandi@baileymac.com>

Fri, Feb 9, 2018 at 6:40 AM

To: bosone@edcgov.us, Two Bos <bostwo@edcgov.us>, The Bosthree <bosthree@edcgov.us>, The Bosfour <bosfour@edcgov.us>, bosfive@edcgov.us, Edc Cob <edc.cob@edcgov.us>

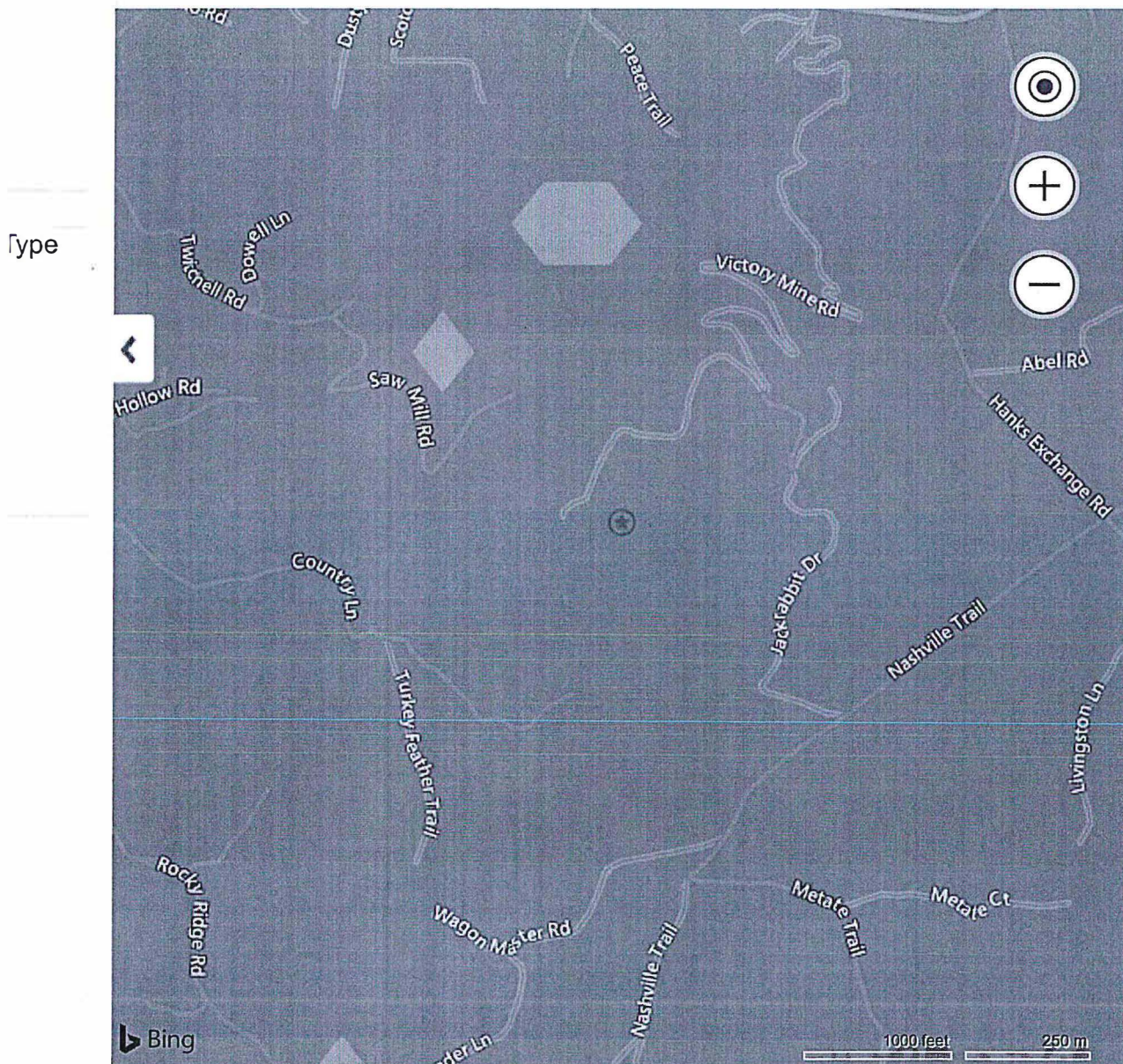
Dear Supervisors,

The attached map taken directly from AT&Ts website shown NO gaps in coverage in our area. The residents living around the tower site have high speed internet and good cell service. We do not need this tower. The few people living in small crevices at the bottom of the valley will not benefit from this tower. The tower cannot twist and turn down into cracks to reach their homes. The other homes in the area already have coverage. Please place this tower at the Dakers residence

to lessen the impact on real estate values, safety, and aesthetics in the area.

### Domestic Wireless Data Coverage

This map shows an approximation of wireless data coverage in the United States, Puerto Rico, and the U.S. Virgin Islands.



**Brandi Peerman** <brandi@baileymac.com> Fri, Feb 9, 2018 at 6:44 AM  
 To: bosone@edcgov.us, Two Bos <bostwo@edcgov.us>, The Bostthree <bostthree@edcgov.us>, The Bosfour <bosfour@edcgov.us>, bosfive@edcgov.us, Edc Cob <edc.cob@edcgov.us>

Dear Supervisors, please find attached a letter from our ranch vet stating the impact the Tiger Lily tower will have on our endangered sheep and potentially the other endangered wildlife species living in the area. Our sheep will likely suffer stillbirths and maternal death from the noise, and human disturbance that will be just a few hundred feet from their conservation habitats. Please deny the project and have it moved to the Dakers residence to save our endangered animals.  
 Thanks

 **Brandi Peerman Letter Sheep Abortion.pdf**  
 238K

**Brandi Peerman** <brandi@baileymac.com> Fri, Feb 9, 2018 at 6:54 AM

To: bosone@edcgov.us, Two Bos <bostwo@edcgov.us>, The Bosthree <bosthree@edcgov.us>, The Bosfour <bosfour@edcgov.us>, bosfive@edcgov.us, Edc Cob <edc.cob@edcgov.us>

Dear Supervisors, please find attached a copy of the lawsuit involving the illegal use of easements on behalf of AT&T for the Tiger Lily project. AT&T will need to drive directly through our property and our neighbors property via an illegal easement that is currently in litigation. This will put our organic status and endangered sheep at great risk as well as our children who frequently play on our property. The second attachment specifically states that the easement going through the Peerman residence, that's us, will be used by AT&T.

Thanks  
Brandi Peerman

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## 2 attachments

 **Complaint for Quiet Title (Victory Mine).doc**  
104K

 **\_doc043017.pdf**  
467K

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**Brandi Peerman** <brandi@baileymac.com>

Fri, Feb 9, 2018 at 7:08 AM

To: bosone@edcgov.us, Two Bos <bostwo@edcgov.us>, The Bosthree <bosthree@edcgov.us>, The Bosfour <bosfour@edcgov.us>, bosfive@edcgov.us, Edc Cob <edc.cob@edcgov.us>

Dear Supervisors, here are photos and video footage proof of the fully protected Ring-tailed Cat in a tree just a few feet from our home. The proposed tower is on land that provides food and shelter for several protected species including the Ring-tailed Cat. This is a highly inappropriate location for this tower. The tower site is just a few hundred feet from this tree. To date the county planning commissioners have fully ignored FCC guidelines. Please uphold the FCC guidelines section 1.1307(a)(3) of the commissions rules. 47 C.F.R.1.1307(a)(3), and the endangered species act which prohibits the placement of cell towers on land inhabited by endangered and protected animals.


Thanks  
Brandi Peerman

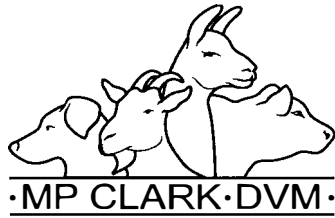
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## 2 attachments



**IMG\_1178-1.jpeg**  
303K

 **IMG\_1164.MOV**  
1K



## Compassionate Veterinary Care, Inc

Dr. Mary Pride Clark

**DATE**

June 8, 2017

**MAILING ADDRESS**

PO Box 31  
Coloma, CA 95613

**PHONE**

(530) 771-7770

**FAX**

(530) 231-2983

**EMAIL**

[info@compassionvetcare.com](mailto:info@compassionvetcare.com)

To Whom It May Concern,

**WEB**

Sheep as a species have sensitive reproductive cycles. Ewes (the reproductive-age females) maintain pregnancy until stress hormones are released from the adrenal glands. These stress hormones act on the ovaries, causing birthing to begin. A full-term birth occurs when these hormones (for example cortisol) are released at the end of a pregnancy. Abortions resulting in dead lambs occur when these hormones are triggered before the last week of a full-term pregnancy.

These hormones are also released during psychological and physiological stressful events causing abortion. The balance to maintain pregnancy is delicate enough that drastic weather changes can cause abortion storms in sheep flocks.

It is entirely possible that prolonged exposure to loud noises, the use of ground vibrating equipment, and inappropriate human interactions can result in increased abortion rates and decreased fertility rates of ewes.

Sincerely,

Dr Mary Pride Clark, DVM

1 David C. Becker – SBN 111010  
2 Kevin A. James – SBN 285302  
3 **BECKER & RUNKLE**  
4 263 Main Street, Level 2  
5 Placerville, California 95667  
6 (530) 295-6400

7 Attorneys for Plaintiffs  
8 STEVE E. PEERMAN, BRANDI PEERMAN,  
9 JUSTIN HALLOCK, DEBRA HALLOCK,  
10 & MAHALA VALENCIA

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 COUNTY OF EL DORADO

13 STEVE E. PEERMAN; BRANDI M.  
14 PEERMAN; JUSTIN HALLOCK; DEBRA  
15 HALLOCK; and MAHALA VALENCIA, trustee  
16 of the Nelson Family Trust dated 2/25/97.

17 Plaintiffs,

18 v.

19 LANCE KRAMER and CINDY KRAMER,  
20 trustees of the Kramer Family Trust dated  
21 3/8/2003; ULDIS J. DAKERS and MARY ANNE  
22 DAKERS, trustees of the Dakers Family  
23 Revocable Living Trust of 2012; and DOES 1  
24 through 20, inclusive,

25 Defendants,

Case No.:

PLAINTIFFS' VERIFIED COMPLAINT FOR:

1. Declaratory Relief
  - Express Easement
  - Implied Easement
  - Easement by Estoppel
  - Prescriptive Easement
2. Quiet Title
3. Damages for Trespass and Injunction

26 COMES NOW, Plaintiffs STEVE E. PEERMAN and BRANDI M. PEERMAN, adult  
27 individuals (the "Peermans"), JUSTIN HALLOCK and DEBRA HALLOCK, adult individuals (the  
28 "Hallocks"), and MAHALA VALENCIA, trustee of the Nelson Family Trust dated February 25, 1997  
("Ms. Valencia") bring this action against Defendants LANCE KRAMER and CINDY KRAMER,  
trustees of the Kramer Family Trust dated March 8, 2003 (the "Kramers"), ULDIS J. DAKERS and  
MARY ANNE DAKERS, trustees of the Dakers Family Revocable Living Trust of 2012 (the  
"Dakers"), and DOES 1 through 20, inclusive (collectively referred to as "Defendants") and alleges as  
follows:



1 GENERAL ALLEGATIONS

2 1. Plaintiffs JUSTIN HALLOCK and DEBRA HALLOCK are now, and at all times  
3 mentioned in this complaint were, adult individuals holding fee title to a parcel of land located in El  
4 Dorado County, generally described as Assessor's Parcel No. 046-490-12 and commonly known as  
5 5331 Victory Mine Rd, Placerville, CA 95667. The legal description of this parcel of land in the  
6 unincorporated area of El Dorado County is described as follows:

7 A portion of the Northeast Quarter of Section 4 and a portion of Lot 4,  
8 Section 3, Township 9 North, Range 11 East, MDB&M., described as  
9 follows:

9 Parcel 3, as shown on that certain map filed in the office of the County  
10 Recorder, of El Dorado, State of California on January 22, 1976 in Book 9  
11 of Parcel Maps at page 149.

11 (Hereinafter, "**Hallock Parcel**")

12 2. Plaintiff MAHALA VALENCIA NELSON, is trustee of the Nelson Family Trust dated  
13 February 25, 1997, which owns the property located in El Dorado County, generally described as  
14 Assessor's Parcel No. 046-490-10 and commonly known as 5341 Victory Mine Rd., Placerville,  
15 California 95667. The legal description of this parcel of land in the unincorporated area of El Dorado  
16 County is described as follows:

17 Parcel 1, as designated on the Parcel Map entitled "A portion of NE ¼  
18 Section 4 & a portion of Lot 4 Section 3, being Parcel C of PM 9-147,  
19 Township 9 North, Range 11 East, M.D.M.", filed in the Office of the  
20 County Recorder of El Dorado County, State of California, on January 22,  
21 1976, in Book 9 of Parcel Maps, Page 149.

20 (Hereinafter, "**Valencia Parcel**")

21 3. Plaintiffs STEVE E. PEERMAN and BRANDI M. PEERMAN are now, and at all  
22 times mentioned in this complaint were, adult individuals holding fee title to a parcel of land located in  
23 El Dorado County, generally described as Assessor's Parcel No. 046-490-25 and commonly known as  
24 5340 Victory Mine Rd., Placerville, California 95667. The legal description of this parcel of land in  
25 the unincorporated area of El Dorado County is described as follows:

26 Parcel 4, as shown on that certain parcel map entitled "portion of the NE  
27 ¼ of Section 4, portion of the NW ¼ of the NW ¼ of Section 3 – being  
28 Parcel D of Parcel Map 9-147, Township 9 North, Range 11 East,  
M.D.B.&M.", filed August 18, 1976, in the Office of the County Recorder  
of El Dorado County in Book 12 of Parcel Maps, at Page 4.

1 (Hereinafter, "**Peerman Parcel**")

2 4. Plaintiff is informed and believes and thereon alleges that Defendants LANCE  
3 KRAMER and CINDY KRAMER, are now, and at all times relevant to this complaint were, trustees  
4 of the Lance G. and Cindy Kramer Family Trust, which owns fee title to a parcel of land located in El  
5 Dorado County, generally described as Assessor's Parcel No. 046-490-22 also known as 5411 Victory  
6 Mine Rd., Placerville, CA 95667. The legal description of this parcel of land in the unincorporated  
7 area of El Dorado County is described as follows:

8 Parcel 1, as said parcel is shown on that certain parcel map entitled  
9 "portion of the NE ¼ of Section 4, portion of the NW ¼ of the NW ¼ of  
10 section 3 – being Parcel B of Parcel Map 9-147 Township 9 North, Range  
11 11 East, M.D.M." filed August 18, 1976, in the office of the County  
12 Recorder of Said County in Book 12 of Parcel Maps, at Page 4.

11 Together with non-exclusive easements for use in common with others for  
12 road and utility purposes on, over, under, through and across a strip of  
13 land 56 feet in width, as described in the easement recorded May 7, 1975,  
14 in Book 1321, Page 372, and the easement deeds recorded July 12, 1976,  
15 in Book 1410, Pages 418 and 419 Official Records of El Dorado County.

14 Said easements shall be appurtenant to the realty herein and to every part  
15 and future subdivision thereof.

16 Also, together with non-exclusive easements for use in common with  
17 others for road and public utility purposes upon those portions of Parcel 2,  
18 3, and 4 as are designated for such respective purposes upon said Parcel  
19 Map, which easements shall be appurtenant to Parcels 1 and 4 and to every  
20 part and future subdivision thereof.

19 Reserving to Grantor non-exclusive easements for road and utility  
20 purposes upon those portions of said Parcel 1 as are designated for such  
21 respective purposes upon said Parcel Map, which easements shall be  
22 appurtenant to said Parcel 2, 3, and 4 and to every part and future  
23 subdivision thereof.

22 (Hereinafter, "**Kramer Parcel**")

23 5. Plaintiff is informed and believes and thereon alleges that Defendants ULDIS J.  
24 DAKERS and MARY ANNE DAKERS, are now, and at all times relevant to this complaint were,  
25 trustees of the Dakers Family Revocable Living Trust of 2012, which owns fee title to a parcel of land  
26 located in El Dorado County, generally described as Assessor's Parcel No. 046-490-23 also known as  
27 5385 Victory Mine Rd., Placerville, CA 95667. The legal description of this parcel of land in the  
28 unincorporated area of El Dorado County is described as follows:

1 A portion of the Northeast quarter of Section 4 and a portion of the  
2 Northwest quarter of the Northwest quarter of Section 3, Township 9  
North, Range 11 East, M.D.B.&M., described as follows:

3 Parcel 2, as said parcel is shown on that certain Parcel map entitled  
4 "Portion of the NE ¼ of Section 4, Portion of the NW ¼ of the NW ¼ of  
5 Section 3 – being Parcel D of Parcel Map 9-147 Township 9 North, Range  
11 East, M.D.M." filed August 18, 1976 in the office of the County  
Recorder of said County in Book 12 of Parcel Maps at page 4.

6 (Hereinafter, "**Dakers Parcel**") The Peerman Parcel, Hallock Parcel, Valencia Parcel, Kramer Parcel  
7 and Uldis Parcel may sometimes be referred to collectively as the "**Subject Properties**".

8 6. The true names and capacities of DOES 1 through 20, inclusive, are unknown to  
9 Plaintiffs, who therefore sue said Defendants by such fictitious names. Plaintiffs are informed and  
10 believe and thereon allege that each of the Defendants designated herein as "DOE" owns or claims an  
11 interest in one or more of the Subject Properties. Plaintiffs will amend this complaint to show their  
12 true names and capacities when the same have been ascertained.

### 13 JURISDICTION & VENUE

14 7. Venue is proper in El Dorado County because the real property interests which form the  
15 subject matter of this action are located in the unincorporated area of the County of El Dorado, State  
16 of California.

### 17 HISTORY OF THE SUBJECT PROPERTIES

18 8. The heart of this dispute involves the Plaintiffs' and Defendant's (the "**Parties**")  
19 easement rights on, over, above, and through, the Subject Properties.

20 9. The confusion as to the Parties' respective easement rights can be traced all the way  
21 back to the creation of the Subject Properties.

22 10. The easements providing ingress and egress to the Subject Properties are in dispute.  
23 When creating access to the Subject Properties, the parties that subdivided and severed the Subject  
24 Properties appear to have engaged in a practice commonly referred to as "piggy-backing."

25 11. "Piggy-backing" involves purchasing a landlocked parcel adjacent to a valid ingress and  
26 egress easement, and then creating an easement to the landlocked parcel in order to provide access.

27 12. The problem with "piggy-backing," beyond the fact that it is an illegal method of  
28 creating access to landlocked parcels, is that the landlocked parcel owners can only provide easements

1 to the boundary lines of their own land. They have absolutely no authority to grant an easement  
2 through their boundary line to the existing, valid ingress and egress easement.

3 13. The result of “piggy-backing” is a patchwork of easements that serve different parcels,  
4 but which end at the boundary lines of each respective parcel, failing to create one continuous  
5 easement for access. In other words, a parcel owner subject to a “piggy-back” easement would have  
6 the right of ingress and egress up to the boundary line of his own parcel, but would have no right over  
7 the validly created roadway easement which serves the adjacent parcel.

8 14. Because “piggy-backing” creates a patchwork of easements, each serving different  
9 parcels, the task of identifying each easement and the parcel it serves becomes very convoluted.  
10 However, by tracing the parcels back to their creation, it is clear that the Kramers and Dakers are using  
11 roads to access their property that they have no deeded right to use.

#### 12 **A. The Hallock Parcel**

13 15. The Hallock Parcel can be traced back to Parcel Map 8/112, filed in September 4,  
14 1975. **(Exhibit A.)** Historical Parcel C, as indicated in Parcel Map 8/112 was subsequently  
15 subdivided into four (4) parcels via Parcel Map 9/149, filed in January 22, 1976. **(Exhibit B.)** The  
16 Hallock Parcel is described as a 6.11-acre parcel, identified as Parcel 3 on Parcel Map 9/149.

17 16. The roads providing access to the Hallock Parcel, as shown on Parcel Map 9/149,  
18 includes a 50-foot-wide, non-exclusive road and public utilities easement tracing the Hallock Parcel  
19 from the Northeast corner of the parcel (N 7° 37' 25" W 30.16') to the Western border of the parcel.  
20 Upon reaching the Western border of the Hallock Parcel, the easement travels North, zig-zagging  
21 through Parcel 1 (directly West of the Hallock Parcel) and eventually connecting to a road commonly  
22 known as Jackrabbit Drive near the Northwest corner (N 81° 35' 20" E 138.63') of the Hallock Parcel.

23 17. Jackrabbit Drive then traces the entire Western boundary line of Parcel 4, as shown on  
24 Parcel Map 9/149, but ends at the Southwest corner (S 4° 10' 46" W) of Parcel 4 with no indication of  
25 continuing through to the adjacent parcels.

26 18. The Hallock Parcel has additional access via a 56-foot wide non-exclusive easement  
27 commonly known as Victory Mine Road, which eventually provides access to Pleasant Valley Road –  
28 a County maintained road. This access is provided by an easement found at Book 1410 page 418 of

1 the Official Records of El Dorado County.

2 **B. The Valencia Parcel**

3 19. The Valencia Parcel can be traced back to Parcel Map 8/112, filed in September 4,  
4 1975. Historical Parcel C, as indicated in Parcel Map 8/112 was subsequently subdivided into four (4)  
5 parcels via Parcel Map 9/149, filed in January 22, 1976. The Valencia Parcel is described as a 4.37-  
6 acre parcel and identified as Parcel 1 on Parcel Map 9/149.

7 20. The roads providing access to the Valencia Parcel, as shown on Parcel Map 9/149,  
8 include a 28-foot-wide road and public utilities easement tracing the Northern boundary line of the  
9 Valencia Parcel from the Eastern-most point (N 43° 14' 35" E 26.32') of the parcel to the Western-  
10 most point of the parcel (N 32° 14' 30" E 93.53').

11 21. Jackrabbit Drive then traces the entire Western boundary line of Parcel 4, as shown on  
12 Parcel Map 9/149, but ends at the Southwest corner (South 4° 10' 46" W) of Parcel 4 with no  
13 indication of continuing through to the adjacent parcels.

14 22. Finally, the Valencia Parcel has additional access via a 56-foot wide non-exclusive  
15 easement commonly known as Victory Mine Road, which eventually provides access to Pleasant  
16 Valley Road – a County maintained road. This access is provided by an easement found at Book 1410  
17 page 418 of the Official Records of El Dorado County.

18 **C. The Peerman Parcel**

19 23. The Peerman Parcel can be traced back to Parcel Map 8/112, filed in September 4,  
20 1975. Historical Parcel D, as indicated in Parcel Map 8/112 was subsequently subdivided into four  
21 (4) parcels via Parcel Map 12-4, filed in January 22, 1976. The Peerman Parcel is described as a 27.2-  
22 acre parcel and identified as Parcel 4 on Parcel Map 12-4.

23 24. The roads providing access to the Peerman Parcel include a 56-foot wide non-exclusive  
24 easement tracing the Southeast border of the parcel commonly known as Victory Mine Road, which  
25 eventually provides access to Pleasant Valley Road – a County maintained road.

26 25. The Peerman Parcel also has access via a 56-foot-wide non-exclusive road and public  
27 utilities easement traveling from the Southern border of the parcel to the Northwestern corner of the  
28 parcel eventually connecting to Sawmill Road and Twitchell Road.

1       **D. The Kramer Parcel**

2           26.     The Kramer Parcel can also be traced back to Parcel Map 8/112, filed in September 4,  
3 1975. Historical Parcel D, as indicated in Parcel Map 8/112 was subsequently subdivided into four (4)  
4 parcels via Parcel Map 12-4, filed in January 22, 1976. The Kramer Parcel is described as a 10.83-acre  
5 parcel and described as Parcel 1 on Parcel Map 12-4.

6           27.     The roads providing access to the Kramer Parcel include a 56-foot wide non-exclusive  
7 easement tracing the Western corner of the parcel commonly known as Victory Mine Road, which  
8 eventually provides access to Pleasant Valley Road – a County maintained road.

9           28.     The Kramers purport to have access via a 56-foot-wide non-exclusive road and public  
10 utilities easement traveling from the Western border of the parcel, traveling Northwest and eventually  
11 connecting to Sawmill Road and Twitchell Road.

12          29.     The Kramers also purport to have access via a 50-foot-wide non-exclusive road and  
13 public utilities easement tracing the Eastern border of the parcel and eventually connecting to  
14 Jackrabbit Road. However, pursuant to Parcel Map 9/149, there is no indication that the easement over  
15 Jackrabbit Road continues through to the adjacent parcels.

16          30.     Importantly, the Kramer Parcel does not have a deeded easement to use the 50-foot-  
17 wide, non-exclusive road and public utilities easement bordering the Northern boundary line of the  
18 Kramer Parcel. This easement is only deeded to the Hallock and Valencia Parcels. Despite not having  
19 deeded access to this easement, the Kramers use this road as the primary means of access to their  
20 property.

21          31.     Furthermore, the Kramers purport to have access to their property via Sawmill Road  
22 and Twitchell Dr.; however, the parcel maps show the easements ending at the boundary line of the  
23 parcels, with no indication that they continue through to the adjacent parcels. Consequently, the only  
24 valid access the Kramers have to their parcel is via Victory Mine Road. The remainder access points  
25 (including the one the Kramers are using as their primary access) are either “piggy-backed” easements  
26 or non-existent.

27     ///

28     ///

1       **E. The Dakers Parcel**

2           32.       Finally, the Dakers Parcel can also be traced back to Parcel Map 8/112, filed in  
3       September 4, 1975. Historical Parcel D, as indicated in Parcel Map 8/112 was subsequently  
4       subdivided into four (4) parcels via Parcel Map 12-4, filed in January 22, 1976. The Dakers Parcel is  
5       described as a 10.03-acre parcel and described as Parcel 2 on Parcel Map 12-4.

6           33.       The roads providing access to the Dakers Parcel include a 56-foot wide non-exclusive  
7       easement tracing the Western corner of the parcel commonly known as Victory Mine Road, which  
8       eventually provides access to Pleasant Valley Road – a County maintained road.

9           34.       The Dakers also purport to have access via a 50-foot-wide non-exclusive road and  
10       public utilities easement tracing the Eastern border of the parcel and eventually connecting to  
11       Jackrabbit Road. However, pursuant to Parcel Map 9/149, there is no indication that the easement over  
12       Jackrabbit Road continues through to the adjacent parcels.

13          35.       Importantly, the Dakers Parcel does not have a deeded easement to use the 50-foot-  
14       wide, non-exclusive road and public utilities easement bordering the Northern boundary line of the  
15       Kramer Parcel. This easement is only deeded to the Hallock and Valencia Parcels. Despite not having  
16       deeded access to this easement, the Dakers use this road as the primary means of access to their  
17       property.

18          36.       Consequently, the only valid access the Dakers have to their parcel is via Victory Mine  
19       Road and their ability to access Victory Mine Road is in question given the fact that they do not have  
20       deeded access through the Hallock and Valencia Parcels.

21       **F. The AT&T Cell Tower**

22          37.       Access to the Subject Properties has come to the forefront because of the Kramers' plan  
23       to contract with AT&T to build a cellular tower on the Kramer Parcel ("AT&T Proposal"). The AT&T  
24       Proposal assumes unfettered access over the roads described herein for AT&T's commercial vehicles;  
25       however, the Kramers and the Dakers do not have the authority to grant licensees the right to use the  
26       roads when they do not have those rights themselves.

27       ///

28       ///

1 **FIRST CAUSE OF ACTION**

2 **(Declaratory Relief Against All Defendants)**

3 38. Plaintiffs incorporate by reference as though fully set forth herein, each and every  
4 preceding paragraph in this Complaint.

5 39. An actual controversy has arisen and now exists between Plaintiffs STEVE E.  
6 PEERMAN, BRANDI M. PEERMAN, JUSTIN HALLOCK, DEBRA HALLOCK, and MAHALA  
7 VALENCIA on the one hand, and Defendants LANCE KRAMER and CINDY KRAMER, and ULDIS  
8 DAKERS and MARIE ANNE DAKERS on the other, concerning the existence, scope, enforceability,  
9 and validity of the Kramers' and Dakers' rights to access their respective parcels, as well as the rights  
10 over the roadway easements described herein.

11 40. The use, value, and marketability of the Hallock, Valencia, and Peerman Parcels are  
12 prejudiced and in doubt as a result of this controversy. The existence of this dispute is causing the  
13 Hallocks, the Peermans, and Ms. Valencia immediate and substantial harm in that the title to their  
14 easements, which provide access to their properties, has been clouded.

15 41. Because of the nature of the dispute, only a judicial resolution capable of recording in  
16 the Official Records will resolve the controversy.

17 42. Accordingly, Plaintiffs STEVE E. PEERMAN, BRANDI M. PEERMAN, JUSTIN  
18 HALLOCK, DEBRA HALLOCK, and MAHALA VALENCIA seek a judicial determination of the  
19 existence, scope, enforceability, and validity of the Kramer's easement rights to access the Kramer  
20 Parcel, including whether the Kramers have an easement by implication, an easement by estoppel, or  
21 any prescriptive rights over the Hallock and Valencia Parcels. Plaintiffs also seek a judicial  
22 determination of the existence, scope, enforceability, and validity of the Dakers' easement rights to  
23 access the Dakers Parcel, including whether the Dakers have an easement by implication, an easement  
24 by estoppel, of any prescriptive rights over the Hallock and Valencia Parcels. Plaintiffs seek further  
25 judicial determination of the existence, scope, enforceability, and validity of the transferability of  
26 whatever easement rights the Court determines the Kramers to have.

27 WHEREFORE, Plaintiffs seek judgment against Defendants and the unknown defendants as set  
28 forth below.



1 SECOND CAUSE OF ACTION

2 **(Quiet Title Against All Defendants)**

3 43. Plaintiffs incorporate by reference as though fully set forth herein, each and every  
4 preceding paragraph in this Complaint.

5 44. Plaintiffs STEVE E. PEERMAN, BRANDI M. PEERMAN, JUSTIN HALLOCK,  
6 DEBRA HALLOCK, and MAHALA VALENCIA are owners of easement rights over a series of roads  
7 providing access to their respective properties as detailed above.

8 45. The basis for Plaintiffs' interest in these roadways is found in Parcel Map 8/112, Parcel  
9 Map 9-149, Parcel Map 12-4, and an Easement Deed found at Book 1410, Page 418 in the Official  
10 Records of El Dorado County.

11 46. Plaintiffs are informed and believe and based thereon allege that Defendants LANCE  
12 KRAMER and CINDY KRAMER, and ULDIS DAKERS and MARIE ANNE DAKERS, claim an  
13 interest over the roadways described herein that is adverse to Plaintiffs' interests.

14 47. Plaintiffs are informed and believe and based thereon allege that Defendant LANCE  
15 KRAMER and CINDY KRAMER, and ULDIS DAKERS and MARIE ANNE DAKERS, use a  
16 roadway easement to access their respective parcels despite having no deeded right to do so.

17 48. Plaintiffs are also informed and believe and based thereon allege that Defendants  
18 LANCE KRAMER and CINDY KRAMER intend to transfer access rights to AT&T despite having no  
19 access rights themselves over the roads described herein.

20 49. Plaintiffs seek in this action to quiet title against the claims of Defendants LANCE  
21 KRAMER and CINDY KRAMER, as well as ULDIS DAKERS and MARIE ANNE DAKERS, as the  
22 claims of Defendants are without merit.

23 50. Plaintiffs seek to quiet title as of the date of the commencement of this action.

24 WHEREFORE, Plaintiffs seek judgment against Defendants and the unknown defendants as set  
25 forth below.

26 ///

27 ///

28 ///

1 **THIRD CAUSE OF ACTION**

2 **(Damages and Injunction Due to Trespass Against All Defendants)**

3 51. Plaintiffs incorporate by reference as though fully set forth herein, each and every  
4 preceding paragraph in this Complaint.

5 52. Plaintiffs are rightfully entitled to access their properties via the roadways described  
6 herein. Defendant LANCE KRAMER and CINDY KRAMER, and ULDIS DAKERS and MARIE  
7 ANNE DAKERS, have interfered with and prevented that access by using the roadway easement  
8 passing through the Hallock and Valencia Parcels without deeded access to do so. Such an  
9 interference is a trespass to Plaintiffs' rights to the peaceful enjoyment of their respective parcels.

10 53. The trespass has and will continue to cause damages and hardship to Plaintiffs in that  
11 such conduct deprives them of their right to enjoy their property and, if allowed to continue,  
12 Defendants' conduct may ripen into prescriptive rights.

13 54. Because Plaintiffs' property is unique, monetary damages alone would not be an  
14 adequate remedy. Not only are Plaintiffs being denied the full, quiet use and enjoyment of their  
15 properties, but the potential of Defendants' use ripening into prescriptive rights would devalue  
16 Plaintiffs' properties, thereby causing Plaintiffs irreparable harm.

17 WHEREFORE, Plaintiffs seek judgment against Defendants and the unknown defendants as  
18 set forth below.

19 **PRAYER FOR RELIEF**

20 Plaintiffs request judgment and relief as follows:

21 A. A judicial determination of the existence, scope, enforceability, and validity of the  
22 Kramer's and Dakers' easement rights to access the Kramer Parcel and the Dakers Parcel, including  
23 whether the Kramers and/or Dakers have an easement by implication, an easement by estoppel, or any  
24 prescriptive rights over the Hallock and Valencia Parcels. Plaintiffs seek further judicial determination  
25 of the existence, scope, enforceability, and validity of the transferability of whatever easement rights  
26 the Court determines the Kramers to have.

27 B. A determination and award to Plaintiffs of the damages sustained by them as a result of  
28 Defendants' violations described herein, together with interest thereon;

1 C. A determination and award to Plaintiffs of exemplary damages in an amount necessary  
2 to punish Defendants, according to proof at trial;

3 D. An award to Plaintiffs of the costs and disbursements of this action, including  
4 reasonable attorney's and expert fees, costs, and expenses, according to proof at trial; and

5 E. Granting such other and further equitable relief as this Court may deem just and proper,  
6 including an injunction barring use of one or more roadways by Defendants and their  
7 invitees/licensees.

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BECKER & RUNKLE

By \_\_\_\_\_  
Kevin A. James  
Attorneys for Plaintiffs  
STEVE E. PEERMAN, BRANDI PEERMAN,  
JUSTIN HALLOCK, DEBRA HALLOCK,  
& MAHALA VALENCIA

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VERIFICATION

I, STEVE E. PEERMAN, am the owner in fee of the property located in El Dorado County, California at Assessor's Parcel No. 046-490-25 and commonly known as 5340 Victory Mine Rd., Placerville, California 95667. I am a Plaintiff in this action. I have read the foregoing complaint and know the contents thereof. The matters stated herein are true of my own personal knowledge, except where stated on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the law of the State of California, that the foregoing is true and correct.

Executed at Placerville, California, this 22th day of May, 2017.

\_\_\_\_\_  
STEVE E. PEERMAN

## COMPROMISE AGREEMENT AND MUTUAL RELEASE

STEVE E. PEERMAN AND BRANDI M. PEERMAN, Husband and Wife, hereinafter referred to as "PEERMAN" (Parcel #046-490-25), JUSTIN HALLOCK AND DEBRA HALLOCK, Husband and Wife, hereinafter referred to as "HALLOCK" (Parcel #046-490-12), MAHALA NELSON VALENCIA, individually and as Trustee of the Nelson Family Trust, hereinafter referred to as "VALENCIA" ("Plaintiffs") and LANCE KRAMER AND CINDY KRAMER, Husband and Wife, individually and as Trustees of the Kramer Family Trust dated March 8, 2003, hereinafter referred to as "KRAMER" (Parcel #046-490-22), ULDIS J. DAKERS AND MARY ANNE DAKERS, Husband and Wife, individually and as Trustees of the Dakers Family Revocable Living Trust of 2012, hereinafter referred to as "DAKERS" (Parcel #046-490-23) ("Defendants"), in consideration of the mutual promises made herein, the receipt and adequacy of which are hereby acknowledged, agree as follows:

1. Nature and Effect of this Agreement. This Compromise Agreement and Mutual Release ("Agreement") consists of a compromise and settlement by each party of that party's claims against each of the other parties, and a release given by each party to each of the other parties relinquishing all claims against the other parties. By executing this Agreement, each of the parties intends to and does hereby extinguish the obligations heretofore existing among them. This Agreement is not, and shall not be treated as, an admission of liability by any party for any purpose.

2. Nature and Status of Dispute. Plaintiffs and Defendants all reside in an area of El Dorado County that is accessed primarily by Victory Mine Road. A dispute over the usage and right to use that road and other servicing road arose and Plaintiffs filed this action asserting Defendants did not have a right to use some or all of the roads in the area, and that further, Defendants did not have the right to authorize others, specifically, lessees of their properties to use the roadways. Defendants asserted their right to use all roadways without interference and further asserted the right to authorize lessees to use said roadways.

Plaintiffs filed an action in the El Dorado County Superior Court, Case No. PC20170239 seeking damages, declaratory relief and injunctive relief, among other things. Defendants have filed responsive pleadings denying the allegations of the complaint and have filed a Cross-Complaint seeking damages, declaratory relief and injunctive relief, among other things. The parties are now seeking to resolve the dispute through the execution of this Agreement.

3. Mutual Compromise Agreement. Each party, in consideration of the promises made by the other parties, hereby compromises and settles any and all past, present, or future claims, demands, obligations, or cause of action, whether based on tort, contract, or other theories of recovery, which that party has or which may later accrue to or be acquired by that party against each of the other parties and each of the other parties' predecessors and successors in interest, heirs, and assigns arising from the subject matter of the actions described in paragraph 2 above, on the following terms and conditions:

A. All easements and rights of access addressed in the pleadings to this action shall be resolved as follows:

(1) All parties hereto acknowledge that all parties to this action have access for ingress and egress to their respective properties over all roads and easements shown on the following recorded documents:

(a) The Map recorded in Book 8 of Parcel Maps, at Page 112, Official Records of El Dorado County;

(b) The Map recorded in Book 12 of Parcel Maps, at Page 4, Official Records of El Dorado County;

(c) The Northerly Extension of Victory Mine Road to reach Pleasant Valley Road as said road is described in Deeds recorded in Book 1410 at Pages 418 and 419, Official Records of El Dorado County;

(d) No obstruction shall be placed on these described roads except that Peerman may maintain one locked gate at the west boundary of Peerman property at Victory Mine Road where it abuts the Liner property (Parcel #046-490-31), provided all parties who have easement rights on this road are provided keys or combinations to the lock.

(2) All parties further acknowledge that Hallock, Valencia, Dakers and Kramer have access for ingress and egress to their respective properties over all roads and easements shown on the Map recorded in Book 9 of Parcel Maps, at Page 149, Official Records of El Dorado County.

(a) The parties acknowledge that a road has been constructed across the "switch back" portion of the road as it traverses Parcel 1 (Valencia) and Parcel 3 (Hallock), said road being straighter than shown on said parcel map. That constructed road is shown by a center line survey which is attached hereto marked Exhibit 1 and incorporated herein by reference. Dakers and Kramer explicitly abandon any rights they may have in the "switch back" portion shown on the map, and all parties confirm the rights of Dakers, Kramer, Hallock and Valencia for ingress and egress to their respective properties over the road shown in the survey attached as Exhibit 1, which shall constitute a non-exclusive road and utilities easement, as described in Exhibit 1.

(b) The parties affected by this easement, Hallock, Valencia, Dakers and Kramer shall share equally in the cost of the survey attached as Exhibit 1.

(c) The parties affected by this Agreement agree that Hallock, as a sole requester, may, within one year from full execution of this Agreement, install a gate on the easement described in Exhibit 1 on his property anywhere north of his driveway and south of the north property line. The cost of design, construction, installation, maintenance, and repair of the gate structure shall be borne entirely by Hallock. The gate structure must comply with County requirements for passage of CDF and emergency vehicles. The gate shall be opened and closed remotely on ingress and egress such that the user of the gate will not have to exit their vehicle, whether coming or going. In the process of any maintenance or repair, the gate will remain open. All parties with a right to use this portion of the road, together with their



guests, tenants and service vehicles, shall be provided all necessary access information.

(d) Within one year from full execution of this agreement, the road described in Exhibit 1 shall be chip and sealed and the cost shall be born equally by Hallock, Dakers and Kramer. The road shall be surfaced to industry standards and Dakers and Kramers shall select the contractor. Thereafter, the maintenance of the road shall be shared as provided in *California Civil Code* §845.

(B) All parties hereto agree that all roads and easements described in the above paragraphs shall provide access to the parties' respective properties for themselves, their guests, their tenants and all vehicles servicing their properties, including but not limited to all AT&T or other communication company vehicles, and other utility and construction vehicles necessary for the construction, servicing and maintenance of the cell phone tower which may be erected on the Kramer property if approved by the County of El Dorado.

4. Mutual General Release. Each of the parties on behalf of himself, his descendants, ancestors, dependents, heirs, executors, administrators, assigns, parent and subsidiary organizations, hereby fully releases and discharges the other parties and the other parties' descendants, ancestors, dependents, heirs, executors, administrators, assigns, parent and subsidiary organizations, affiliates, partners, agents, servants, stockholders, members, employees, representatives, and insurers from all rights, claims, and actions which each party and the above-mentioned successors now have against the other parties and the above-mentioned successors, stemming from their differences arising from the subjects of the action

described in Paragraph 2 hereof. All parties further acknowledge and agree that all easements and use rights granted, acknowledged or abandoned herein shall be for the benefit of and binding on their respective properties as well as their successors, descendants, executors, trustees, heirs and assigns.

5. Unknown Claims.

A. Each party acknowledges and agrees that the release such party gives to the other parties upon executing this Agreement applies to all claims for injuries, damages, or losses to such party's own property, real or personal, whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, patent or latent, which each party may have against the other parties. Each party waives application of *California Civil Code §1542*.

B. Each party certifies that he has read the following provisions of *California Civil Code Section 1542*.

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

C. Each party understands and acknowledges that the significance and consequence of this waiver of *California Civil Code §1542* is that even if a party should eventually suffer additional damages arising out of the facts referred to in Paragraph 2, such party will not be able to make any claim for those damages. Furthermore, each party acknowledges that he consciously intends these consequences even as to claims for damages

that may exist as of the date of this release but which he does not know exist, and which, if known, would materially affect his decision to execute this release, regardless of whether his lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

6. Advice of Attorney: Each party warrants and represents that in executing this Agreement, he has relied upon legal advice from the attorney of his choice; that the terms of this Agreement have been read and its consequences have been completely explained to him by that attorney; and that he fully understands the terms of this Agreement. Each party further acknowledges and represents that, in executing this release, he has not relied on any inducements, promises, or representations made by any other party or any representative of any other party.

7. Conditions of Execution. Each party acknowledges and warrants that his execution of this release is free and voluntary.

8. Execution of Other Documents. Each party to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary for appropriate to give full force and effect to the terms and intent of this Agreement.

9. Attorney's Fees.

A. Each party agrees to be responsible for their own attorney fees and court costs incurred in this action, including through the execution of this Agreement.

B. Each party agrees the prevailing party in any action or proceeding henceforth between the parties to this Agreement, in regard to any action to enforce or interpret this Agreement, shall be entitled to reasonable attorney's fees and costs in addition to all other relief to which they may be entitled.

10. Counterparts. This Agreement may be signed in counter-part or duplicate copies and any signed or counter-party duplicate copy shall be equivalent to a signed original for all purposes.

11. Entire Agreement. This Agreement contains the entire agreement between the parties.

12. Effective Date. This Agreement shall become effective immediately upon execution by all of the parties.

13. Governing Law. This Agreement is entered into, and shall be construed and interpreted in accordance with, the laws of the State of California.

Dated: \_\_\_\_\_

\_\_\_\_\_  
STEVE E. PEERMAN

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRANDI M. PEERMAN

Dated: \_\_\_\_\_

\_\_\_\_\_  
JUSTIN HALLOCK

Dated: \_\_\_\_\_

\_\_\_\_\_  
DEBRA HALLOCK

Dated: \_\_\_\_\_

\_\_\_\_\_  
MAHALA NELSON VALENCIA

Dated: \_\_\_\_\_

\_\_\_\_\_  
MAHALA NELSON VALENCIA,  
Trustee of the Nelson Family Trust

Dated: \_\_\_\_\_

\_\_\_\_\_  
LANCE KRAMER

Dated: \_\_\_\_\_

\_\_\_\_\_  
LANCE KRAMER, Trustee of the  
Kramer Family Trust dated March 8, 2003

Dated: \_\_\_\_\_

\_\_\_\_\_  
CINDY KRAMER

Dated: \_\_\_\_\_

\_\_\_\_\_  
CINDY KRAMER, Trustee of the  
Kramer Family Trust dated March 8, 2003

Dated: \_\_\_\_\_

\_\_\_\_\_  
ULDIS J. DAKERS

Dated: \_\_\_\_\_

\_\_\_\_\_  
ULDIS J. DAKERS, Trustee of the  
Dakers Family Revocable Living Trust of 2012

Dated: \_\_\_\_\_

\_\_\_\_\_  
MARY ANNE DAKERS

Dated: \_\_\_\_\_

\_\_\_\_\_  
MARY ANNE DAKERS, Trustee of the  
Dakers Family Revocable Living Trust of 2012





EDC COB &lt;edc.cob@edcgov.us&gt;

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**Tiger Lilly Cel Tower project**

1 message

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**stevepeerman71@gmail.com** <stevepeerman71@gmail.com>

Fri, Feb 9, 2018 at 7:59 AM

To: Bostthree The &lt;bostthree@edcgov.us&gt;, bosone@edcgov.us, bosttwo@edcgov.us, bosfour@edcgov.us, bosfive@edcgov.us, edc.cob@edcgov.us

Cc: Peerman Steve &lt;stevepeerman71@gmail.com&gt;

**Board of Supervisors,**

This letter serves to clarify some of the many concerns the community has with regards to the Tiger Lilly project. We are deeply concerned and have consulted with legal counsel regarding the failure of the county to have the dozens of email comments and the hundreds of pages of documentation supplied, included and present for the TAC meeting which was suddenly and abruptly held before the original planning commission hearing on 1/11/18. To further this concern we know for a fact several more emails more sent to the county regarding the hearing scheduled for 2/13/18 and again have not been included in the public comments. This consistent boycott of the comments NOT supporting the Tiger Lilly project warrants an immediate investigation!

Legal counsel has confirmed that there is an apparent lack of concern for the multitude of potential hazards and/or the negative impact to the environment. It can be effectively argued that this multitude of information has been willfully or intentionally ignored. We have email proof that the information was received and confirmed it would be included in the TAC meetings notes, for the intended purpose of informing the planning commission of the many reasons more research was needed before proceeding with this project. However, even after receiving this emailed confirmation, those emails and comments were NOT included in the TAC meeting and consequently it was determined that NO

environmental impact research was necessary. Some of these concerns include:

1) First and foremost, we have definitive proof that 1 of CA's 9 endangered and fully protected mammals lives on our property.

The ring tailed cat. (SEE EXHIBIT A) excerpt from FCC website - <https://www.gpo.gov/fdsys/pkg/CFR-2000-title47-vol1/pdf/CFR-2000-title47-vol1-sec1-1307.pdf> Fish and game are currently working with biologists to determine what steps will follow.(SEE EXHIBIT D & E) The tree photo is taken from my front yard!

2) Second, we are the only certified livestock farm in ALL of El Dorado County and we are also a CA certified wildlife habitat where we raise endangered breeds of animals. Most prominently the critically endangered Romeldale Sheep. We have the only licensed certified clean heard east of Wisconsin. (SEE EXHIBIT B)

3) Third, Road safety (This is a one lane road with 12 switchback turns);

4) Fourth, Fire safety (It is a proven fact there is a higher probability to have a fire at a tower location. Local Fire chief claims a fire truck would NOT be allowed to cross our old undocumented bridge with no load bearing information on it);

I have attached a copy of the Federal Communications Protocol and the Strict Rules that govern the presence of an endangered animal. (SEE EXHIBIT C)

Since this is a federally funded project the Board of Supervisors is required by law to follow the strict guidelines as outlines in Section 1.1307(a)(3) of the Commission's rules, 47 C.F.R. §1.1307(a)(3), requires applicants, licensees, and tower owners (applicants) to consider the impact of proposed facilities on sensitive species and their habitat. Under the Endangered Species Act (ESA), 16



U.S.C. s. 1531 *et seq.*....it is prohibited to “take” (i.e., to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct.) Applicants must therefore determine before constructing and before submitting an EA if required whether any proposed facility may affect listed, threatened or endangered species or designated critical habitats, or are likely to jeopardize the continued existence of any proposed threatened or endangered species or designated critical habitats.

These rules and guidelines have thus far been willfully ignored and are subject to investigation. The federal government, assisted by the CA department of Fish and Game, will be investigating why these facts were willfully omitted/ignored from the public comments in relation to the construction of the Tiger Lilly Cellular Tower Project.

It appears the Board of Supervisors has no right or authority to proceed with the construction of the Tiger Lilly project without breaking the strict laws outlined in the FCC Commission’s rules.

If this violation is willfully allowed to proceed legal counsel will pursue the investigation of the planning commissioners and the Board of Supervisors and their involvement in the omission and extraction of important and necessary facts involving the environmental information surrounding the Tiger Lilly project.

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**5 attachments**



**Exhibit E.JPG**  
649K



**Exhibit D.PNG**  
1438K

 **Exhibit C.PDF**  
309K

 **Exhibit A.PDF**  
421K

 **Exhibit B.PDF**  
329K



are ring tailed cat protected



ALL

IMAGES

SHOPPING

VIDEOS

NEWS



“When the extensive trapping eventually led to a drastic decline in **ringtail** populations, the California Department of Fish & Game added the **ring-tailed cat** to the state's list of “fully **protected** species,” thereby prohibiting the harming or possession of ringtails under any circumstances.”

[Ring-tailed Cat | Los Padres ForestWatch](#)

[Los Padres ForestWatch - wildlife - ring-](#)

## Fully Protected Animals

The classification of Fully Protected was the State's initial effort in the 1960's to identify and provide additional protection to those animals that were rare or faced possible extinction. Lists were created for fish, mammals, amphibians and reptiles, birds and mammals. Please note that most fully protected species have also been listed as threatened or endangered species under the more recent endangered species laws and regulations.

Fully Protected species may not be taken or possessed at any time and no licenses or permits may be issued for their take except for collecting these species for necessary scientific research and relocation of the bird species for the protection of livestock.

The following common and scientific names are those given in the Fish and Game Code Sections 3511, 4700, 5050 and 5515. However, some of these names are no longer consistent with current scientific nomenclature.

Jump to section: [Fish](#) | [Amphibians](#) | [Reptiles](#) | [Birds](#) | [Mammals](#)



<b>Fishes</b>	
Colorado River squawfish (=Colorado pikeminnow)	<i>Ptychocheilus lucius</i>
thicktail chub	<i>Gila crassicauda</i>
Mohave chub (=Mohave tui chub)	<i>Gila mohavensis</i>
Lost River sucker	<i>Catostomus luxatus</i> (=Deltistes luxatus)
Modoc sucker	<i>Catostomus microps</i>
shortnose sucker	<i>Chasmistes brevirostris</i>
humpback sucker (=razorback sucker)	<i>Xyrauchen texanus</i>
Owens River pupfish (=Owens pupfish)	<i>Cyprinodon radiosus</i>
unarmored threespine stickleback	<i>Gasterosteus aculeatus williamsoni</i>
rough sculpin	<i>Cottus asperimus</i>
<b>Amphibians</b>	
Santa Cruz long-toed salamander	<i>Ambystoma macrodactylum croceum</i>
limestone salamander	<i>Hydromantes brunus</i>
black toad	<i>Bufo exsul</i>
<b>Reptiles</b>	
blunt-nosed leopard lizard	<i>Gambelia sila</i> (=Gambelia silus)
San Francisco garter snake	<i>Thamnophis sirtalis tetrataenia</i>
<b>Birds</b>	
American peregrine falcon	<i>Falco peregrinus anatum</i>
brown pelican (=California brown pelican)	<i>Pelecanus occidentalis</i> (=P. o. occidentalis)
California black rail	<i>Laterallus jamaicensis coturniculus</i>
California clapper rail	<i>Rallus longirostris obsoletus</i>

California condor	Gymnogyps californianus
California least tern	Sterna albifrons browni (=Sterna antillarum browni)
golden eagle	Aquila chrysaetos
greater sandhill crane	Grus canadensis tabida
light-footed clapper rail	Rallus longirostris levipes
southern bald eagle (=bald eagle)	Haliaeetus leucocephalus leucocephalus (=Haliaeetus leucocephalus)
trumpeter swan	Cygnus buccinator
white-tailed kite	Elanus leucurus
Yuma clapper rail	Rallus longirostris yumanensis
<b>Mammals</b>	
Morro Bay kangaroo rat	Dipodomys heermanni morroensis
bighorn sheep	Ovis canadensis - except Nelson bighorn sheep (ssp. Ovis canadensis nelsoni) in the area described in subdivision (b) of Section 4902 (Fish and Game Code)
northern elephant seal	Mirounga angustirostris
Guadalupe fur seal	Arctocephalus townsendi
ring-tailed cat	Genus Bassariscus (=Bassariscus astutus)
Pacific right whale	Eubalanea sieboldi (=Balaena glacialis)
salt-marsh harvest mouse	Reithrodontomys raviventris
southern sea otter	Enhydra lutris nereis
wolverine	Gulo luscus (=Gulo gulo)



CONSERVATION PRIORITY LIST

Livestock Breeds

- Cattle
- Donkeys
- Goats
- Horses
- Pigs
- Rabbits
- Sheep



Poultry Breeds

- Chickens
- Ducks
- Geese
- Turkeys



The Conservation Priority List (CPL)

How is it determined?

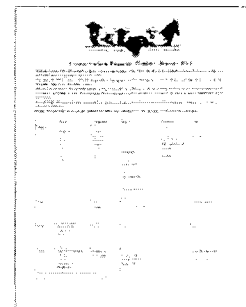
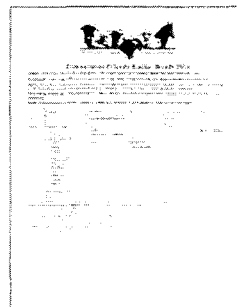
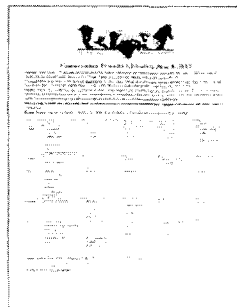
How does a breed get on the list? (parameters)

Changes to the list for 2017

Changes to the list for 2016

Download Livestock and Equines List (.pdf)

Download Poultry List (.pdf)



\*Breeds unique to North America are listed in bold font.

Cattle

Click on breed name to learn more!

<p>Critical</p> <p>Canadienne</p> <p>Dutch Belted</p> <p>Florida Cracker</p> <p>Kerry</p> <p>Lincoln Red</p> <p>Milking Devon</p> <p>Milking Shorthorn</p>	<p>Threatened</p> <p>Ancient White Park</p> <p>Pineywoods</p> <p>Red Poll</p>	<p>Watch</p> <p>Ayrshire</p> <p>Galloway</p> <p>Guernsey</p>	<p>Recovering</p> <p>Ankole-Watusi</p> <p>Belted Galloway</p> <p>Red Devon</p> <p>Dexter</p> <p>Highland</p>	<p>Study</p> <p>Chirikof Island</p> <p><b>Criollo (North Central Mexican)</b></p>
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Native<sup>1</sup>

Randall or Kandall  
Lineback

Texas Loughorn  
(CTLR)<sup>2</sup>

## Donkeys

Click on breed name to learn more!

Critical	Threatened	Watch	Recovering	Study
American Mammoth Jackstock			Miniature Donkey	
Poitou				

## Goats

Click on breed name to learn more!

Critical	Threatened	Watch	Recovering	Study
Arapawa San Clemente		Spanish	Myotonic or Tennessee Fainting Oberhasli	Golden Guernsey

## Horses

Click on breed name to learn more!

Critical	Threatened	Watch	Recovering	Study
American Cream Canadian	Akhal-Teke Clydesdale	Fell Pony Gotland	Belgian <sup>3</sup>	
Caspian Cleveland Bay Dales Pony Galiceño Hackney Horse Morgan - Traditional <sup>4</sup>	Colonial Spanish <sup>3</sup> Strains: Baca-Chica Banker Choctaw Florida Cracker Marsh Tacky Santa Cruz Wilbur-Cruce	Mountain Pleasure / Rocky Mountain		
Newfoundland Pony	Dartmoor Exmoor			
Shire	Irish Draught			
Suffolk				



Lipizzan

## Pigs

**Click on breed name to learn more!**

Critical	Threatened	Watch	Recovering	Study
Choctaw	Gloucestershire Old Spots	Hereford		Saddleback
Mulefoot	Guinea Hog	Tamworth		
Ossabaw Island	Large Black			
	Red Wattle			

## Rabbits

**Click on breed name to learn more!**

Critical	Threatened	Watch	Recovering	Study
	American	Beveren	Crème d'Argent	Harlequin
	American Chinchilla	Giant Chinchilla		
	Belgian Hare	Lilac		
	Blanc de Hotot	Rhinelande		
	Silver			
	Silver Fox			

## Sheep

**Click on breed name to learn more!**

Critical	Threatened	Watch	Recovering	Study
Florida Cracker	Black Welsh Mountain	Oxford	Shetland	
Gulf Coast or Gulf Coast Native	Clun Forest	Shropshire	Southdown	
Hog Island	Cotswold	Tunis	Wiltshire Horn	
Romeldale / CVM	Dorset Horn	Barbados Blackbelly		
Santa Cruz	Jacob - American			
	Karakul - American			
	Leicester Longwool			
	Lincoln			
	Navajo-Churro			