

PC 2-8-18  
#3  
22 pages

*Robert L. Craft*  
*8600 Lost Horizon Road*  
*Shingle Springs, CA 95682*

2018 JAN 31 PM 12:06  
RECEIVED  
PLANNING DEPARTMENT

January 30, 2018

Attn: El Dorado County Planning Commission

I am writing to express my concerns regarding an agreement my neighbor Douglas Braun has reached with AT&T. This agreement involves the placing of a 120' to 160' cell tower on his property as well as necessary maintenance equipment at the base of the tower. This will require allowing AT&T crews and trucks to access the property 24/7 365 days a year to perform whatever maintenance is required.

Along with many of my neighbors, I want to express my strong objections to the installation of the tower for the following reasons:

- To access the Braun property, AT&T must drive across property currently contained within the Anne P. Craft Revokable Trust. As her son, I am the designated representative of the trust. I want to make it clear I, and my family, have no intention of granting easement to AT&T for this access.
- When I purchased my property over twenty-five years ago, I did it for the same reasons I am certain my neighbors purchased their property. I built my home where I believed I would have solitude and uninterrupted views of the surrounding hills. The positioning of a large cell tower directly to the northeast of my home would be unsightly and jarring each time I tried to relax on my back deck.
- The noise of the large AT&T working trucks and generators will continually impact the peace and quiet the residents currently enjoy. The roads within this residential development are private and the residents bear the fiscal responsibility to maintain the roads. Having these heavy trucks continually driving on our roads would create significant damage.

- It is an acknowledged fact in the real estate industry that high tension lines and cell towers significantly reduce the value of property and increase the difficulty in locating willing buyers.
- Although there is not yet any scientific basis to believe cell towers create a negative impact on a person's health, there is a growing perception amongst many citizens that the future will validate the perception. Again, this impacts resale value.

I intend to attend the Public Hearing on February 8<sup>th</sup> but I wanted to make my concerns clear prior to the meeting. I consider these concerns significant and would encourage you to decline to endorse AT&T's application to place a cell tower on this site.

Sincerely yours,



Robert L. Craft



# COMMUNITY DEVELOPMENT SERVICES

## PLANNING AND BUILDING DEPARTMENT

<http://www.edcgov.us/DevServices/>

### PLACERVILLE OFFICE:

2850 Fairlane Court, Placerville, CA 95667

#### BUILDING

(530) 621-5315 / (530) 622-1708 Fax

[bdgdept@edcgov.us](mailto:bdgdept@edcgov.us)

#### PLANNING

(530) 621-5355 / (530) 642-0508 Fax

[planning@edcgov.us](mailto:planning@edcgov.us)

### LAKE TAHOE OFFICE:

924 B Emerald Bay Rd

South Lake Tahoe, CA 96150

(530) 573-3330

(530) 542-9082 Fax

### NOTICE OF PUBLIC HEARING

The County of El Dorado Planning Commission will hold a public hearing in the Building C Hearing Room, 2850 Fairlane Court, Placerville, CA 95667 on **February 8, 2018, at 8:30 a.m.**, to consider: **Conditional Use Permit S17-0016/AT&T CAF4** submitted by AT&T MOBILITY (Agent: Epic Wireless) to allow the construction and operation of seven separate wireless telecommunication facilities consisting of seven new monopine towers ranging in size from 120 to 160 feet, with individual ground equipment with fencing. The properties are as follows: **Site 1-Cool:** Assessor's Parcel Number 071-032-15, consisting of 25 acres, is located on the south side of Triple Seven Road, approximately 1,200 feet south of the intersection with Highway 193, in the Cool area, Supervisorial District 4; **Site 2-Newtown:** Assessor's Parcel Number 077-091-06, consisting of 4.9 acres, is located on the east side of Snows Road, approximately 365 feet east of the intersection with Clouds Rest Road, in the Newtown area, Supervisorial District 3; **Site 3-Pleasant Valley:** Assessor's Parcel Number 078-180-38, consisting of 2 acres, is located on the north side of Pleasant Valley Road, approximately 400 feet west of the intersection with Mount Aukum Road, in the Pleasant Valley Rural Center, Supervisorial District 2; **Site 4-Soapweed:** Assessor's Parcel Number 085-010-13, consisting of 10 acres, is located on the north side of Stope Road, approximately 1,200 feet north of the intersection with Dickinson Road, in the Swansboro area, Supervisorial District 4; **Site 5-Latrobe:** Assessor's Parcel Number 087-181-10, consisting of 20 acres, is located on the west side of Dragon Point Road, approximately 0.3 miles southwest of the intersection with Latrobe Road, in the Latrobe area, Supervisorial District 2; **Site 6-Zee Estates:** Assessor's Parcel Number 104-370-24, consisting of 60 acres, is located on the west side of Gate Lane, approximately 925 feet southeast of the intersection with Salmon Falls Road, in the Pilot Hill area, Supervisorial District 4; and **Site 7-Gold Hill:** Assessor's Parcel Number 105-110-81, consisting of 10 acres, is located on the south side of Gods Way, approximately 2,200 feet south of the intersection with Clark Mountain Road, in the Lotus area, Supervisorial District 4. (County Planner: Evan Mattes) (Mitigated Negative Declaration prepared)\*

Staff Reports are available two weeks prior at <https://eldorado.legistar.com/Calendar.aspx>

All persons interested are invited to attend and be heard or to write their comments to the Planning Commission. If you challenge the application in court, you may be limited to raising only those items you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Commission at, or prior to, the public hearing. Any written correspondence should be directed to the County of El Dorado Planning and Building Department, 2850 Fairlane Court, Placerville, CA 95667 or via e-mail: [planning@edcgov.us](mailto:planning@edcgov.us).

\*This is a notice of intent to adopt the negative declaration or mitigated negative declaration that has been prepared for this project and which may be reviewed and/or obtained in the County of El Dorado Planning and Building Department, 2850 Fairlane Court, Placerville, CA 95667, during normal business hours or online at <http://edcapps.edcgov.us/Planning/ProjectInquiry.asp>. A negative declaration or mitigated negative declaration is a document filed to satisfy CEQA (California Environmental Quality Act). This document states that there are no significant environmental effects resulting from the project, or that conditions have been proposed which would mitigate or reduce potential negative effects to an insignificant level. The public review period for the negative declaration or mitigated negative declaration set forth in CEQA for this project is thirty days, beginning January 6, 2018, and ending February 4, 2018 (or next business day).

To ensure delivery to the Commission prior to the hearing, written information from the public is encouraged to be submitted by Thursday the week prior to the meeting. Planning Services cannot guarantee that any FAX or mail received the day of the Commission meeting will be delivered to the Commission prior to any action.

COUNTY OF EL DORADO PLANNING COMMISSION

ROGER TROUT, Executive Secretary

January 5, 2018

LATROBE  
7160  
DRAGON  
POINT RD.  
SHINGLE  
SPRINGS  
CA  
95667



AT&T SITE NO:  
CVL03138  
PROJECT NO:  
13787643



EXHIBIT E

(P) 15' WIDE AT&T  
NON-EXCLUSIVE  
ACCESS EASEMENT  
TOTAL SEGMENT  
LENGTH = 621' +/-

LATROBE  
ROAD

APN:  
087-181-47-100

APN:  
087-181-16-100

EASEMENT PER  
2002-046499

(P) 15' WIDE AT&T NON-EXCLUSIVE  
ACCESS EASEMENT  
WITHIN (E) 50' WIDE NON-EXCLUSIVE  
ROAD AND UTILITY EASEMENT  
TOTAL SEGMENT LENGTH = 1,223' +/-

APN: 087-181-48-100

ANNE P. CRAFT

60 AC.

DOUG BRAUN

APN: 087-181-10-100

TOWER SITE 20 AC.

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

ROBERT W. CRAFT  
105 AC

AS IN 087-060-33-100

PLAN NORTH



RIVER

ACCESS EASEMENT

1 NTS

ROBERT W. CRAFT  
CELL - 916-416-1257  
... - 1-77-0277

**Recording Requested by  
& When Recorded Return to:**

New Cingular Wireless PCS, LLC  
Attn: Tower Asset Group – Lease Administration  
575 Morosgo Drive NE  
Suite 13F, West Tower  
Atlanta, GA 30324

**APN: 087-181-47-100**

---

(Space Above This Line For Recorder's Use Only)

Cell Site Number: CVL03138  
Search Ring Name: Latrobe  
Cell Site Name: Latrobe (CA)  
Fixed Asset Number: 13787643  
State: California  
County: **El Dorado**

**ACCESS EASEMENT AGREEMENT**

THIS ACCESS EASEMENT AGREEMENT (hereinafter "**Access Agreement 1**") is made and effective as of the last to occur of (i) the latter of the signature dates below, and (ii) the full satisfaction of each of the conditions precedent set forth in Section 8, Conditions Precedent, below (the "**Effective Date**"), by and between Carol D. Taylor and Paul C. Stapleton, wife and husband as joint tenants (collectively, "**Grantor 1**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("**Grantee**").

**Recitals**

A. Grantor 1 is the sole owner of that certain real property located in the unincorporated area of the County of El Dorado, State of California [APN: 087-181-47-100] ("**Servient Tenement 1**"). Servient Tenement 1 is legally described on **Exhibit "A"** attached hereto and incorporated herein by this reference.

B. Grantee and Douglas R. Braun and Lianne A. Braun, as Co-Trustees of The Braun Family Residence Trust dated February 7, 2014 ("**Landlord**") have entered or intend to enter into a certain Option and Lease Agreement ("**Lease**") whereby Landlord leased or intends to lease to Grantee a portion of that certain real property commonly known as 7160 Dragon Point Road, Shingle Springs, located in the unincorporated area of the County of El Dorado, State of California [APN: 087-181-10-100] (the "**Dominant Tenement**"), for Grantee's installation and operation of communications equipment (collectively, the "**Communication Facility**") on the Dominant Tenement. The Dominant Tenement is legally described on **Exhibit "B"** attached hereto and incorporated herein by this reference.

C. Grantee and William C. Lochhead and Lorena Lochhead, Trustees, or **Successor Trustees**, of The Lochhead Trust under trust agreement dated April 14, 2000, for the benefit of William C. Lochhead and Lorena Lochhead ("**Grantor 2**"), have entered or intend to enter into a separate Access Easement Agreement ("**Access Agreement 2**") whereby Grantor 2 has granted or will grant to Grantee contiguous pedestrian and vehicular ingress and egress from Servient Tenement 1 over, across and through a portion of that certain real property located in the unincorporated area of the County of El Dorado, State of California [APN: 087-181-16-100] ("**Servient Tenement 2**") to the Communication Facility located on the Dominant Tenement in connection with Grantee's installation and operation of the Communication Facility on the Dominant Tenement. Servient Tenement 2 is legally described on **Exhibit "C"** attached hereto and incorporated herein by this reference.

D. Grantee and Anne P. Craft, as Surviving Trustee of The Robert C. Craft and Anne P. Craft Revocable Living Trust of 2007, as to Parcel One; and Anne P. Craft, Trustee of The Anne P. Craft Revocable Living Trust of 2010, as to Parcel Two (collectively, "Grantor 3"), have entered or intend to enter into another separate Access Easement Agreement ("Access Agreement 3") whereby Grantor 3 has granted or will grant to Grantee contiguous pedestrian and vehicular ingress and egress from Servient Tenement 1 over, across and through a portion of that certain real property located in the unincorporated area of the County of El Dorado, State of California [APN: 087-181-48-100] ("Servient Tenement 3") to the Communication Facility located on the Dominant Tenement in connection with Grantee's installation and operation of the Communication Facility on the Dominant Tenement. Servient Tenement 3 is legally described on Exhibit "D" attached hereto and incorporated herein by this reference.

E. Grantee desires to secure contiguous pedestrian and vehicular ingress and egress from the public-right-of-way commonly known as Latrobe Road over, across and through portions of Servient Tenement 1, Servient Tenement 2 and Servient Tenement 3 to the Communication Facility located on the Dominant Tenement in connection with Grantee's installation and operation of the Communication Facility on the Dominant Tenement. In furtherance of such Grantee desire, Grantor 1 agrees to grant to Grantee such contiguous pedestrian and vehicular ingress and egress from the public-right-of-way commonly known as Latrobe Road over, across and through a portion of Servient Tenement 1 to Servient Tenement 2 and Servient Tenement 3, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged, the parties agree as follows:

1. **Grant of Access Easement.** Grantor 1 hereby grants to Grantee, its successor, assigns, contractors, tenants, subtenants, and licensees (collectively, "Grantee Parties") a non-exclusive easement for contiguous pedestrian and vehicular ingress and egress seven (7) days a week, twenty-four (24) hours a day, from the public-right-of-way commonly known as Latrobe Road over, across and through Servient Tenement 1 ("Access Easement") to Servient Tenement 2 and Servient Tenement 3, to provide access to and for the benefit of Grantee's Communication Facility located on the Dominant Tenement. The location of the Access Easement is generally depicted on Exhibit "E" attached hereto and incorporated herein by this reference. The Access Easement granted herein burdens Servient Tenement 1 and is appurtenant to the Dominant Tenement. Grantor 1 shall not use, nor permit its successors or assigns or other grantees or any of Grantor 1's tenants, licensees, employees, agents, contractors or invited guests to use, Servient Tenement 1 in any manner which interferes with Grantee's use of the Access Easement.
2. **Consideration.** In consideration of Grantor 1 granting the Access Easement to Grantee, within forty-five (45) days following the Effective Date, Grantee shall pay to Grantor 1 at Grantor 1's address set forth in Section 12, Notices, below, a one-time payment in the amount set forth in Exhibit "F" (the "Consideration").
3. **Term.** The term of the Access Easement granted herein ("Term") shall commence on the Effective Date, and remain in full force and effect for such period that Grantee continues to operate or maintain the Communication Facility on the Dominant Tenement; provided, however, that Grantee may elect to terminate this Access Agreement 1 upon thirty (30) days' written notice to Grantor 1.
4. **Assignment.** Grantee will have the right to assign this Access Agreement 1 or lease or license the Access Easement, in whole or in part, without Grantor 1's consent. Upon notification to Grantor 1 of such an assignment, Grantee will be relieved of all future performance, liabilities and obligations under this Access Agreement 1 to the extent of such assignment.
5. **Indemnification.** Grantee shall indemnify, defend and hold Grantor 1 harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs), arising directly from the use of Servient Tenement 1 by Grantee Parties, or any of them, for the purposes described in this Access Agreement 1, except to the extent attributable to the negligent or intentional act or omission of Grantor 1, its employees, agents or independent contractors. Grantor 1 agrees to indemnify, defend and hold Grantee harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs)

arising directly from the actions or failure to act of Grantor 1 or its employees, agents contractors, or Grantor 1's breach of any provision of this Access Agreement 1, except to the extent attributable to the negligent or intentional act or omission of Grantee Parties, or any of them.

6. **Maintenance.**

(a) During the Term of this Access Agreement 1, Grantor 1 shall, at Grantor 1's sole expense, be responsible for maintaining the Access Easement in good condition and repair in a manner reasonably sufficient for Grantee's use of the Access Easement pursuant to the terms and conditions set forth herein for access by Grantee Parties from the public right-of-way commonly known as Latrobe Road to Servient Tenement 2 and Servient Tenement 3.

(b) Grantee shall not be obligated to perform any improvements, maintenance or repair work on Servient Tenement 1, including without limitation on the Access Easement, except for damage thereto directly caused by the use of Servient Tenement 1 and/or the Access Easement by Grantee Parties, or any of them. If Grantee Parties, or any of them, cause any such damage, Grantee shall promptly repair same within thirty (30) days of receipt of Grantor 1's written request therefor, provided that if the nature of the damage directly caused by Grantee Parties, or any of them, is of such a nature that it may not be feasible to complete the repair within such thirty (30) day period, then Grantee shall have such additional time as Grantee may reasonably require to complete the repair provided that Grantee commences to cure the repair within thirty (30) days of receipt of Grantor 1's written request. Additional time to cure any repair shall be afforded to Grantee due to inclement weather or other causes beyond the reasonable control of Grantee.

7. **Environmental.** Grantor 1 acknowledges that Grantee shall not be liable or responsible for any hazardous or toxic substance or material that is now located or later comes to be located on, over, under or about Servient Tenement 1, except for any such substance or material that is placed or released on Servient Tenement 1 by Grantee Parties, or any of them.

8. **Conditions Precedent.** Notwithstanding anything to the contrary set forth herein, the effectiveness of this Access Agreement 1, including without limitation, Grantee's obligation to pay the Consideration to Grantor 1, is expressly conditioned upon the full satisfaction of each of the following two (2) conditions precedent:

(a) Grantee entering into Access Agreement 2 or other form of access agreement with Grantor 2 for access over, across and through Servient Tenement 2 upon terms and conditions acceptable to Grantee in its sole and reasonable discretion; and

(b) Grantee entering into Access Agreement 3 or other form of access agreement with Grantor 3 for access over, across and through Servient Tenement 3 upon terms and conditions acceptable to Grantee in its sole and reasonable discretion.

In the event that both of the preceding conditions do not occur, then the Consideration shall not be due and payable under to this Agreement.

9. **Entire Agreement.** This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by both parties.

10. **Attorney's Fees.** In the event of any controversy, claim or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs as may be awarded by a court with competent jurisdiction.

11. **Binding Effect.** The benefits and obligations of this Access Agreement 1 shall be a covenant running with the land, and shall inure to and be binding upon the successors, assigns and heirs of the parties.

12. **Notices.** All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Grantor 1: Carol D. Taylor and Paul C. Stapleton  
8580 Latrobe Road  
Shingle Springs, CA 95682

If to Grantee: New Cingular Wireless PCS, LLC  
Attn: Tower Asset Group – Lease Administration  
Re: Cell Site No.: CVL03139  
Search Ring Name: Latrobe  
Cell Site Name: Latrobe (CA)  
Fixed Asset No.: 13787643  
575 Morosgo Drive NE  
Suite 13F, West Tower  
Atlanta, GA 30324

With a required copy concurrently to the AT&T Legal Department:

New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department – Network Operations  
Re: Cell Site No.: CVL03139  
Search Ring Name: Latrobe  
Cell Site Name: Latrobe (CA)  
Fixed Asset No.: 13787643  
208 S. Akard Street  
Dallas, TX 75202

Grantor 1 or Grantee may from time to time designate any other address for this purpose by delivering at least thirty (30) days' prior written notice to the other party.

13. **Compliance with Laws.** Grantee agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Grantee's use of the Access Easement on Servient Tenement 1. Grantor 1 agrees to comply with all Laws relating to Grantor 1's ownership and use of Servient Tenement 1 and any improvements on Servient Tenement 1.

14. **Warranties.** Grantor 1 represents, warrants and agrees that: (i) Grantor 1 solely owns Servient Tenement 1 in fee simple; (ii) Servient Tenement 1 is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements not of record, which would adversely affect the use of the Access Easement by Grantee or any Grantee Parties under this Access Agreement 1; (iii) Grantor 1's execution and performance of this Access Agreement 1 will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Grantor 1; and (iv) if Servient Tenement 1 becomes encumbered by a deed to secure a debt, mortgage or other security interest, Grantor 1 will provide to Grantee a mutually agreeable subordination, non-disturbance and attornment agreement executed by Grantor 1 and the holder of such security interest.

15. **Severability.** If any provision of this Access Agreement 1 is held invalid, illegal or unenforceable, the remaining provisions of this Access Agreement 1 shall remain in full force if the overall purpose of this Access Agreement 1 is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

16. **Limitation of Liability.** Grantee and Grantor 1 each waives any claims that each may have against the other with respect to consequential, incidental, punitive, exemplary or special damages, however caused, based on any theory of liability.



17. **Recording of Access Agreement 1.** Grantee shall have the right to record this Access Agreement 1 following the Effective Date at Grantee's sole cost and expense. To preserve the privacy of the Consideration, Grantee shall have the right to redact Exhibit "F" prior to recording; however, such redaction in no manner shall alter or eliminate the amount of the Consideration due to Grantor 1.

18. **Incorporation of Recitals.** All statements provided in the Recitals, or preamble to this Access Agreement 1, are hereby incorporated as a material part of this Access Agreement 1.

19. **Counterpart.** This Access Agreement 1 may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

IN WITNESS WHEREOF, Grantor 1 and Grantee have caused this Access Agreement 1 to be executed as of the Effective Date.

**GRANTOR 1:**

By: \_\_\_\_\_  
Carol D. Taylor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Paul C. Stapleton

Date: \_\_\_\_\_

**GRANTEE:**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

[ACKNOWLEDGMENTS APPEAR ON FOLLOWING THREE (3) PAGES]

**GRANTOR 1 ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**GRANTOR 1 ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**GRANTEE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF SERVIENT TENEMENT 1

Page 1 of 2

**"Servient Tenement 1" is legally described as follows:**

Real property in the unincorporated area of the County of El Dorado, State of California, described as follows:

PARCEL ONE:

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 9 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A, AS SHOWN ON THE PARCEL MAP, FILED MARCH 2, 1979 IN BOOK 23, OF PARCEL MAPS AT PAGE 30, AND AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JULY 23, 1981, IN BOOK 1997 OF OFFICIAL RECORDS, AT PAGE 772.

EXCEPTING THEREFROM THE FOLLOWING:

ALL THAT PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 9 EAST, M.D.M. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY LINE OF THE SAID SOUTHEAST 1/4 MARKED BY A 5/8 INCH DIAMETER REBAR WITH BRASS TAG STAMPED RECE 20213, SAID POINT MARKING THE SOUTHWEST CORNER OF PARCEL A OF THAT CERTAIN PARCEL MAP ON FILE IN THE OFFICE OF THE RECORDER, COUNTY OF EL DORADO IN BOOK 23 OF PARCEL MAPS, PAGE 30; THENCE SAID POINT OF BEGINNING ALONG THE WESTERLY LINE OF SAID PARCEL A NORTH 02° 48' 15" WEST 1032.58 FEET TO A 3/4 INCH DIAMETER CAPPED IRON PIPE STAMPED LS 4130; THENCE LEAVING SAID WESTERLY LINE NORTH 54° 58' 25" EAST 157.20 FEET TO AN ANGLE POINT ON THE EASTERLY LINE OF SAID PARCEL A, SAID POINT ALSO BEING THE CENTERLINE OF A 50.00 FOOT WIDE NON-EXCLUSIVE ROAD AND PUBLIC UTILITIES EASEMENT; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL A AND THE CENTERLINE OF SAID EASEMENT, THE FOLLOWING SEVEN COURSES,

1. SOUTH 27° 00' 00" EAST 110.00 FEET,

[Legal Description of Servient Tenement 1 Continues on Following Page]

2. SOUTH 11° 30' 00" EAST 145.00 FEET,
3. SOUTH 03° 02' 09" EAST 265.65 FEET,
4. SOUTH 33° 00' 34" WEST 206.00 FEET;
5. SOUTH 20° 30' 00" EAST 200.00 FEET;
6. SOUTH 16° 30' 00" WEST 135.00 FEET; AND
7. SOUTH 35° 34' 33" WEST 155.73 FEET OF THE POINT OF BEGINNING.

PURSUANT TO A LOT LINE ADJUSTMENT RECORDED OCTOBER 21, 2009 BY INSTRUMENT #2009-0052779.

PARCEL TWO:

ALL THAT PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 9 EAST M.D.M. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23, MARKED BY A 3/4 INCH CAPPED IRON PIPE STAMPED LS 4130 FROM WHICH A 1 1/2 DIAMETER CAPPED IRON PIPE STAMPED W 1/16 C-C AND RCE 20213 1977 (SHOULD READ WEST 1/16 23/26) BEARS SOUTH 02° 48' 15" EAST 1062.28 FEET; THENCE FROM SAID POINT OF BEGINNING SOUTH 89° 44' 06" WEST 591.31 FEET TO A SIMILAR PIPE; THENCE NORTH 00° 09' 09" EAST, 271.31 FEET TO A 5/8 INCH DIAMETER REBAR WITH BRASS TAG STAMPED RCE 20213, SAID REBAR MARKING THE MOST WESTERLY CORNER OF PARCEL A OF THAT CERTAIN PARCEL MAP ON FILE IN THE OFFICE OF THE RECORDER, COUNTY OF EL DORADO, IN BOOK 23 OF PARCEL MAPS, PAGE 30; THENCE SOUTH 89° 37' 09" EAST 576.63 FEET (RECORDED AS SOUTH 89° 38' 25" EAST 577.46 FEET) TO THE SOUTHWEST 1/16 CORNER OF SAID SECTION 23; THENCE ALONG THE EASTERLY LINE OF THE SAID SOUTHWEST 1/4, SOUTH 02° 48' 15" EAST 265.05 FEET TO THE POINT OF BEGINNING.

PURSUANT TO A LOT LINE ADJUSTMENT RECORDED OCTOBER 21, 2009 BY INSTRUMENT #2009-0052780.

APN: 087-181-47-100

EXHIBIT "B"

LEGAL DESCRIPTION OF DOMINANT TENEMENT

Page 1 of 2

**The "Dominant Tenement" is legally described as follows:**

Real property in the unincorporated area of the County of El Dorado, State of California, described as follows:

PARCEL ONE

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, A PORTION OF THE NORTHWEST QUARTER OF SECTION 26, A PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 08 NORTH, RANGE 09 EAST, M.D.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE PARCEL HEREIN DESCRIBED, A 3/4 INCH CAPPED IRON PIPE STAMPED "RCE 29667-1981", FROM WHICH THE CORNER COMMON TO SAID SECTIONS 23, 26, 22 AND 27, A 1-1/2 INCH CAPPED IRON PIPE STAMPED "RCE 20213-1976" AND MARKED APPROPRIATELY FOR SAID SECTION CORNER, BEARS THE FOLLOWING THREE COURSES; SOUTH 02 DEG. 48' 15" EAST, 373.90 FEET; SOUTH 02 DEG. 48' 15" EAST, 29.52 FEET AND NORTH 89 DEG. 35' 54" WEST, 1303.86 FEET; THENCE FROM SAID POINT OF BEGINNING SOUTH 02 DEG. 48' 15" EAST, 373.90 FEET TO A 1/2 INCH DIAMETER REBAR WITH TAG STAMPED "RCE 20213", THENCE SOUTH 02 DEG. 48' 15" EAST, 29.52 FEET TO A 1-1/2 INCH CAPPED IRON PIPE STAMPED "RCE 20213-1977 W1/16 C-C"; THENCE SOUTH 01 DEG. 44' 30" EAST, 39.21 FEET; THENCE WEST, 1871.60 FEET TO A SEASONAL DRAINAGE; THENCE GENERALLY ALONG A SEASONAL DRAINAGE THE FOLLOWING FOUR COURSES: NORTH 10 DEG. 58' 00" WEST, 76.10 FEET; NORTH 30 DEG. 19' 00" WEST, 255.00 FEET; NORTH 45 DEG. 34' 00" WEST, 103.00 FEET AND NORTH 23 DEG. 54' 00" WEST, 82.23 FEET; THENCE LEAVING SAID SEASONAL DRAINAGE EAST, 50.00 FEET TO A 3/4 INCH CAPPED IRON PIPE STAMPED "RCE 29667-1981"; THENCE EAST, 2050.73 FEET TO THE POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED NOVEMBER 23, 1994, AS INSTRUMENT NO. [1994-065323](#) OF OFFICIAL RECORDS.

PARCEL TWO:

NON-EXCLUSIVE EASEMENT FOR ROADWAY (THE "ACCESS ROAD") AS DESCRIBED IN GRANT OF EASEMENT RECORDED JUNE 27, 2002 AS INSTRUMENT NO. [2002-0046499](#) OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 50 FEET WIDE BEING A PORTION OF PARCEL A OF THAT CERTAIN PARCEL MAP OF FILE IN THE OFFICE OF THE RECORDER OF THE COUNTY OF EL DORADO, CALIFORNIA IN [BOOK 23 OF PARCEL MAPS AT PAGE 30](#) AND WHICH STRIP IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[Legal Description of the Dominant Tenement Continues on Following Page]

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF SAID PARCEL A, AND FROM WHICH POINT THE SOUTHWEST CORNER OF SAID PARCEL BEARS SOUTH 02° 48' 15" EAST 116.20 FEET; THENCE LEAVING SAID WESTERLY BOUNDARY NORTH 45° 39' 34" EAST 65.67 FEET; THENCE NORTH 51° 33' 54" EAST 99.77 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID PARCEL A, ALSO BEING A POINT IN THE CENTERLINE OF A 50 FOOT WIDE NON-EXCLUSIVE ROAD AND PUBLIC UTILITIES EASEMENT AS SHOWN ON SAID PARCEL MAP; THENCE ALONG SAID EASTERLY BOUNDARY AND EASEMENT CENTERLINE SOUTH 16° 30' 00" WEST 87.03 FEET; THENCE LEAVING SAID BOUNDARY AND EASEMENT CENTERLINE SOUTH 51° 33' 54" WEST 25.96 FEET; THENCE SOUTH 45° 39' 34" WEST 107.38 FEET TO THE AFOREMENTIONED WESTERLY BOUNDARY; THENCE ALONG SAID WESTERLY BOUNDARY NORTH 02° 48' 15" WEST 66.80 FEET TO THE POINT OF BEGINNING.

APN: 087-181-10-100



**EXHIBIT "C"**

**LEGAL DESCRIPTION OF SERVIENT TENEMENT 2**

Page 1 of 1

**"Servient Tenement 2" is legally described as follows:**

Real property in the unincorporated area of the County of El Dorado, State of California, described as follows:

PARCEL B, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "A PORTION OF THE SW ¼ OF SEC. 23, T. 8 N., R. 9 E., M.D.M., BEING A REDIVISION OF PARCELS 14 & 15, PM 17-61", FILED MARCH 2, 1979 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY IN BOOK 23 OF PARCEL MAPS, AT PAGE 30, AMENDED PURSUANT TO THAT CERTAIN CERTIFICATE OF CORRECTION RECORDED JULY 23, 1981 AS BOOK 1997, PAGE 772 OF OFFICIAL RECORDS.

APN: 087-181-16-100

EXHIBIT "D"

LEGAL DESCRIPTION OF SERVIENT TENEMENT 3

Page 1 of 2

**"Servient Tenement 3" is legally described as follows:**

Real property in the City of Shingle Springs, County of El Dorado, State of California, described as follows:

PARCEL ONE:

A PORTION OF SECTIONS 22 AND 23, TOWNSHIP 8 NORTH, RANGE 9 EAST, M.D.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE PARCEL HEREIN DESCRIBED, A 1 ½ INCH CAPPED IRON PIPE STAMPED "SW 1/16 COR RCE 20213-1977", FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 23, A 1 ½ INCH CAPPED IRON PIPE STAMPED "RCE 20213-1976" AND MARKED APPROPRIATELY, BEARS THE FOLLOWING TWO COURSES, SOUTH 02° 48' 15" EAST 1327.17 FEET (RECORD 1327.32 FEET) AND NORTH 89° 35' 54" WEST 1303.86 FEET; THENCE FROM SAID POINT OF BEGINNING SOUTH 02° 48' 15" EAST 923.75 FEET; THENCE WEST 1152.18 FEET; THENCE WEST 1546.79 FEET; THENCE NORTH 10° 23' 30" WEST 1025.31 FEET; THENCE SOUTH 87° 06' 59" EAST 1544.70 FEET; THENCE SOUTH 89° 38' 25" EAST 146.00 FEET; THENCE SOUTH 89° 38' 25" EAST 1150.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF LAND CONVEYED TO GIULIANO D. FLORA AND ANGELA J. AMATO, HUSBAND AND WIFE, AS JOINT TENANTS AS DESCRIBED IN GRANT DEED, RECORDED OCTOBER 21, 2009 AS INSTRUMENT NO. 2009-0052780 OF OFFICIAL RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 9 EAST M.D.M. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 23, MARKED BY A ¾ INCH CAPPED IRON PIPE STAMPED LS 4130 FROM WHICH

[Legal Description of Servient Tenement 3 Continues on Following Page]

A 1 1/2 DIAMETER CAPPED IRON PIPE STAMPED W 1/16 C-C AND RCE 20213 1977 (SHOULD READ WEST 1/16 23/26) BEARS SOUTH 02°48' 15" EAST 1062.28 FEET; THENCE FROM SAID POINT OF BEGINNING SOUTH 89° 44' 06" WEST 591.31 FEET TO A SIMILAR PIPE; THENCE NORTH 00° 09' 09" EAST 271.31 FEET TO A 5/8 INCH DIAMETER REBAR WITH BRASS TAG STAMPED RCE 20213, SAID REBAR MARKING THE MOST WESTERLY CORNER OF PARCEL A OF THAT CERTAIN PARCEL MAP ON FILE IN THE OFFICE OF THE RECORDER, COUNTY OF EL DORADO, IN [BOOK 23 OF PARCEL MAPS, PAGE 30](#); THENCE SOUTH 89° 37' 09" EAST 576.63 FEET (RECORDED AS SOUTH 89° 38' 25" EAST 577.46 FEET) TO THE SOUTHWEST 1/16 CORNER OF SAID SECTION 23; THENCE ALONG THE EASTERLY LINE OF THE SAID SOUTHWEST 1/4, SOUTH 02°48' 15" EAST 265.05 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

ALL THAT PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 9 EAST, M.D.M. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF THE SAID SOUTHEAST 1/4 MARKED BY A 5/8 INCH DIAMETER REBAR WITH BRASS TAG STAMPED RCE 20213, SAID POINT MARKING THE SOUTHWEST CORNER OF PARCEL A OF THAT CERTAIN PARCEL MAP ON FILE IN THE OFFICE OF THE RECORDER, COUNTY OF EL DORADO IN [BOOK 23 OF PARCEL MAPS, PAGE 30](#); THENCE FROM SAID POINT OF BEGINNING ALONG THE WESTERLY LINE OF SAID PARCEL A NORTH 02° 48' 15" WEST 1032.58 FEET TO A 3/4 INCH DIAMETER CAPPED IRON PIPE STAMPED LS 4130; THENCE LEAVING SAID WESTERLY LINE NORTH 54° 58' 25" EAST 157.20 FEET TO AN ANGLE POINT ON THE EASTERLY LINE OF SAID PARCEL A, SAID POINT ALSO BEING THE CENTERLINE OF A 50.00 FOOT WIDE NON-EXCLUSIVE ROAD AND PUBLIC UTILITIES EASEMENT; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL A AND THE CENTERLINE OF SAID EASEMENT, THE FOLLOWING SEVEN COURSES,

1. SOUTH 27° 00' 00" EAST 110.00 FEET,
2. SOUTH 11° 30' 00" EAST 145.00 FEET,
3. SOUTH 03° 02' 09" EAST 265.65 FEET,
4. SOUTH 33° 00' 34" WEST 206.00 FEET,
5. SOUTH 20° 30' 00" EAST 200.00 FEET,
6. SOUTH 16° 30' 00" WEST 135.00 FEET, AND
7. SOUTH 35° 34' 33" WEST 155.73 FEET TO THE POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A BOUNDARY LINE ADJUSTMENT, CERTIFICATE NO. BLA 09-0006, AS DISCLOSED BY RECORD OF SURVEY FILED OCTOBER 21, 2009 IN [BOOK 32 OF RECORD OF SURVEYS, PAGE 9](#) AND RECORDED AS INSTRUMENT NO. [2009-0052778](#) OF OFFICIAL RECORDS.

[APN: 087-181-48-100](#)

**EXHIBIT "E"**

**DEPICTION OF ACCESS EASEMENT**

Page 1 of 2

**The location of the "Access Easement" within the boundaries of "Servient Tenement 1 is depicted as follows:**

[One (1) Page Depiction of the Access Easement Appears on Following Page]



(P) 15' WIDE AT&T NON-EXCLUSIVE  
ACCESS EASEMENT  
WITHIN (E) 50' WIDE NON-EXCLUSIVE  
ROAD AND UTILITY EASEMENT  
TOTAL SEGMENT LENGTH = 1,223 +/-

PROPERTY LINE

APN: 087-181-48-100

PROPERTY LINE

APN: 087-181-10-100

PROPERTY LINE

APN:  
087-181-47-100

(P) 15' WIDE AT&T  
NON-EXCLUSIVE  
ACCESS EASEMENT  
TOTAL SEGMENT  
LENGTH = 621 +/-

LATROBE  
ROAD

APN:  
087-181-16-100

EASEMENT PER  
2002-046499

1 ACCESS EASEMENT

LATROBE  
7160  
DRAGON  
POINT RD.  
SHINGLE  
SPRINGS  
CA  
95667



AT&T SITE NO:  
CVL03138  
PROJECT NO:  
13787643

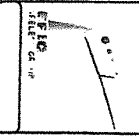


EXHIBIT E

**EXHIBIT "F"**

**CONSIDERATION**

Page 1 of 1

In consideration of Grantor 1 granting the Access Easement to Grantee, within forty-five (45) days following the Effective Date, Grantee shall pay to Grantor 1 at Grantor 1's address set forth in Section 12, Notices, above, a one-time payment in the amount of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00).

1/31/2018

Edcgov.us Mail - Conditional Use Permit S17-0016/AT&T CAF4 -

PC - 2-8-18  
#3



Planning Department <planning@edcgov.us>

---

## Conditional Use Permit S17-0016/AT&T CAF4 -

1 message

---

**Taylor, Carol** <carol.taylor@intel.com>  
To: "planning@edcgov.us" <planning@edcgov.us>  
Cc: "Taylor, Carol" <carol.taylor@intel.com>

Tue, Jan 30, 2018 at 8:59 PM

Please find attached our objection to S17-0016/AT&T. Specifically Site 5. The installation of a tower on APN 087-181-10 Dragon Point Road.


Unfortunately, only being notified of the planned hearing on the 10<sup>th</sup> of January, I am unable to change my business trip plans and will be unable to attend the hearing on 8<sup>th</sup> February.

Please don't take that as any lack of interest in the outcome. We are very concerned about the proposed plans and can only I hope our voice will be heard through our neighbors who I know will be attending.

Carol Taylor & Paul Stapleton

8580 Latrobe Road.

---

 **cell phone tower latrobe road.docx**  
30K