

#41



LATE DISTRIBUTION

EDC COB <edc.cob@edcgov.us>

DATE 9/10/2018

Fwd: [bostwo] Fw: Site #5 At&T letters

1 message

BOS 9/11/2018

Elaine Gelber <elaine.gelber@edcgov.us>  
To: EDC COB <edc.cob@edcgov.us>

Mon, Sep 10, 2018 at 9:30 AM

Per the request of Shannel Nicholson please attach this to the agenda as public comment for the 9/11/18 BOS meeting, item 18-1298 (#41). Please distribute to all Board members.

Thank you.

**Elaine Gelber**

Assistant to Supervisor Shiva Frentzen  
Board of Supervisors, District II  
County of El Dorado  
Phone: 530.621.5651

----- Forwarded message -----

From: 'Shanel Zunic' via BS-BOSTwo <bostwo@edcgov.us>  
Date: Mon, Sep 10, 2018 at 7:54 AM  
Subject: [bostwo] Fw: Site #5 At&T letters  
To: "BOSTwo@edcgov.us" <BOSTwo@edcgov.us>

----- Forwarded Message -----

From: Shanel Zunic <zunic15@yahoo.com>  
To: parks4me@aol.com <parks4me@aol.com>  
Sent: Monday, September 10, 2018, 7:41:04 AM PDT  
Subject: Site #5 At&T letters

Re: Conditional use permit for AT&T Cell Tower on parcel APN #087-181-10, Site 5

On behalf of the people that live on Dragon Point Road we are submitting the following information.

- Letters from neighbors opposing cell tower. All members on the road object to the tower besides the landowner that is renting their property to AT&T for structure. **We all have consistently opposed permit and have been unified since original permit notice.**
- 
- A copy of the letter sent to the 3 easement owners from Epic Wireless asking for permission to access easement and give a reimbursement of \$2500 each if granted. **ALL 3 SAID NO.**
- 
- Picture with site 5 true to proportion showing the area chosen is in the mist of a small grouping of oak trees 40 feet in height. Tower is 120 feet with caged equipment around it.

County of El Dorado Planning Commission  
2850 Fairlane Court  
Placerville, CA 95667

Dear El Dorado Planning Commission

We are writing in regards to the letter we received about our neighbors intent on allowing AT&T to put a cell tower on their property. 7140 Dragon Point Road. We are strongly opposed to the approval of this plan.

We moved out here in 2010 to get away from the city, and into a quiet, rural area. With the beautiful rolling hills, trees, and streams. Without traffic signals, street lights, and other "city" noise and eye sores. Where this tower is to be installed, is right across the street from us. Destroying the reason we moved out here. And when the generator kicks on, if the power goes out, which it does fairly often, or if it's being tested, is certainly a noise we do not want echoing throughout here. Sound carries like you wouldn't believe!

We also know that our property value will be negatively impacted. And that having a cell tower nearby is a "disclosure" when selling a home, and folks don't want to buy near one of these towers.

We also live on a private road. One that we, along with our neighbors, maintain with our own money. The additional traffic and heavy equipment will cause damages at our expense. We are also very concerned about the health risks of being constantly exposed to EMF being emitted from this tower. It has not been proven that there is no health risk being so close, and we are not interested in taking that chance for our family.

And not just our family, but also the wildlife, and the livestock that also live out here. What is the impact on them?


We are also worried about once one company comes in, how many others will come after???

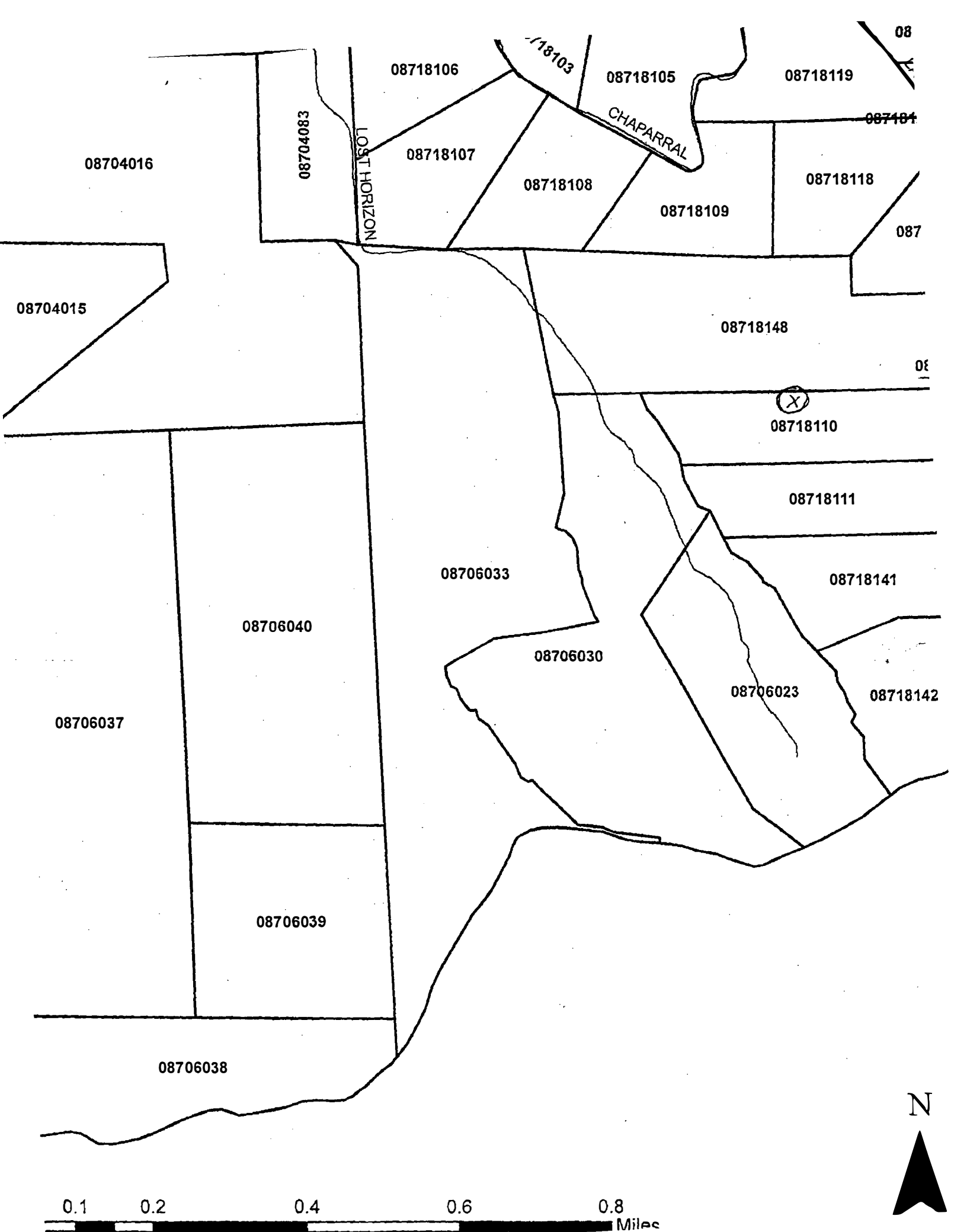
No, we say. We moved out here to get away from all the commercial buildings, and the homes that are built practically on top of each other. And to have our view of the beautiful hills, and the peace and quiet. We want to keep it this way.

So, yes. We are strongly opposed to allowing the installation of the AT&T cell tower on APN 087-181-10.

Please find a different location for this cell tower.

Sincerely,

  
Mark and Debbie McMurdie  
7201 Dragon Point Road  
Shingle Springs, CA 95682  
debbiemcm@hughes.net



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

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

APN:  
087-181-47-100

APN: 087-181-48-100

ANNE P. CRAFT

60 AC.

LATROBE  
ROAD

APN:  
087-181-16-100

DOUG BRAUN

APN: 087-181-10-100  
TOWER SITE 20 AC.

EASEMENT PER  
2002-046499

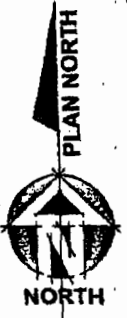
PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE  
ROBERT W.  
105 AC.  
APN: 087-060-33-100

PROPERTY LINE  
CRAFT I



RIVER

1 ACCESS EASEMENT  
NIS

LATROBE  
7160  
DRAGON  
POINT RD.  
SHINGLE  
SPRINGS  
CA  
95667



AT&T SITE NO:  
CVL03138

PROJECT NO:  
13787643

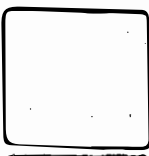
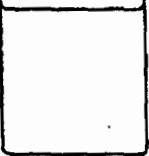
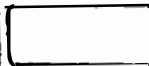


EXHIBIT E



ROBERT W. CRAFT  
CELL - 916-416-1257  
HOME - 530-677-0377

[REDACTED]

August 26, 2018 ATTENTION: EL DORADO COUNTY BOARD OF SUPERVISORS

Reference: Cell Tower Site 5 on parcel APN#087-181-10 - Dragon Point Road

2850 Fairlane Court, Placerville, Ca 95667

I am writing to express my concerns regarding an agreement my neighbor Douglas Braun has reached with AT&T. This agreement involves the placement 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:

1. When I purchased my property over 35 years ago, I did it for the solitude and peaceful environment of large acreages in the foothills affords. The foothills are covered with beautiful oaks and pines which creates this tranquil environment.. But now AT&T proposes to place a Broadband Cell Tower 30 feet from the southern boundary of our property. This location is directly in the line of sight of the best building locations on our property.
2. I built my home where I believed I would have peace and quiet with uninterrupted views of the surrounding hills. The positioning of a large cell tower directly northeast of where I built my home 23 years ago would be unsightly and jarring each time I tried to relax on my deck. I will have a full unobstructed view of this cell tower.
3. The noise of the large AT&T work trucks, generators and AC units will continually impact the peace and quiet the residents currently enjoy.
4. 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. ATT DOES NOT HAVE AN EASEMENT THROUGH OUR PROPERTY, WHICH THEY REQUIRE TO COMPLETE THIS PROJECT.
5. 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.

I request that a new location be located for the Broadband Tower.

Robert L. Craft



8600 Lost Horizon Road, Shingle Springs, Ca. 95682



To Whom it May Concern,

We are writing to ask that you **deny** the proposed permit referenced above for AT&T to put a cell tower on our neighbor's property. We are the titled owners of the property at 7180 Dragon Point Road, directly next to the parcel upon which this tower is proposed to be built. We are opposed to this proposed project for the following reasons.

(1) We live in a very rural area, each with 20 acre parcels that are currently zoned for 40 acres. Our properties are filled with rolling hills, quiet creeks and ponds, meandering wildlife, and acres and acres of beautiful old oaks. Building a 120-160 foot cell phone tower in the middle of this type of rural residential area will completely **detract from the rural setting** in which we currently live. Even the biggest digger pines that grace our properties will be overshadowed by such a monstrosity. Such a detraction will inevitably have a **negative impact on our property values**, as has been confirmed by numerous real estate specialists in our area with whom I have discussed this situation.

(2) Moreover, the **peace and tranquility of our area will be marred** by the constant buzzing sound that will echo through the valley of our hills if this tower is built. Our properties sit in an area that is so quiet I can sometimes hear conversations that occur on the decks of the houses that sit on the 20 acre parcels on either side of us. You can be sure we will be negatively affected by even the slightest buzzing sound that I know these towers emit day in, day out.

(2) There is **NO NEED** for the service that would be provided by such a tower. There are currently at least 7 other such towers within four miles of our property. Thus the tower would simply be providing additional service, not necessary new service. We already have high speed internet provided to our residence. Thus, when you consider the cost of the negative impact to our property values as described above, it seems that any slight benefit yet another tower may provide to our area generally would be substantially outweighed.

(3) Dragon Point Road is a privately owned and paved road, personally maintained by each of the owners of properties that sit on Dragon Point Road. It would have an unwelcome burden and financial impact on the maintenance and upkeep on our privately owned road for AT&T to use the road for all of the necessary equipment and upkeep during both the initial building and then continued maintenance of their proposed cell tower. Moreover, the owners of the properties over which Dragon Point Road runs **WILL NOT give easements** to AT&T for the use of the road to build and maintain this tower. Thus, if you approve the permit, you'll be aiding them in perpetrating a knowingly **illegal trespass** with substantial damage. I find it highly unlikely the county would want to be a party to such an issue.

(4) Placing an unmanned cell phone tower to which electricity will be run and a diesel generator will be used during power failures substantially **increases the risk of extreme wildfire danger** in an area that is already at high risk of such a fire. Moreover, given the rural nature of our area, we have power outages constantly; I'd estimate at least four times a year. Every time that unmanned propane generator kicks in it will increase the risk of starting a wildfire in an area that is already under served by fire service.

---

Paul Stapleton and Carol Taylor  
8580 Latrobe Road  
Shingle Springs. CA. 95682  
916 934 9591 and 916 467 6932  
[paul@primospec.com](mailto:paul@primospec.com) [carol.taylor@intel.com](mailto:carol.taylor@intel.com)

Resent  
August 29, 2018

El Dorado County  
Planning Department  
Placerville, CA

To whom it may concern

We are writing with regards to the plans to erect a cell phone tower on Dragon Point, Latrobe Road (APN 087-181-10). We strongly object to these plans.

We moved into the property in 2013 to escape the invasive urbanization of the Folsom and El Dorado Hills expansions. The neighborhood is a beautiful rural setting, open rolling hills of grass and mixed oak woodland, with parcels of typically 20 acre lots. A very large tower, dominating its surroundings would be completely out of keeping and will significantly harm the character of the neighborhood. It would completely destroy the balance and tranquility of the rural surroundings.

From a health perspective, whilst not yet conclusive, there are an increasing number of medical studies pointing to the health risks of EMF and cell tower proximity. We are not prepared to put ourselves at risk.

Property values will suffer. Whether the threat of constant radiation is perceived or real, buyers will be less likely to purchase homes near cell towers.

As I understand it, several of the residence of Dragon Point and the surrounding area have been approached with a view to locating the tower on their parcel. All but one have refused permission, in an effort to preserve the rural beauty of the neighborhood. In addition 4 parcel owners whose land is adjacent to dragon point, from Latrobe to the proposed installation

August 9, 2018

ATTN: Board of Supervisor

William & Lorena Lochhead

3466 Laketree Dr.

Fallbrook, CA 92028

760-723-0074    [parksr4me@aol.com](mailto:parksr4me@aol.com)

RE: our property at - 7101 Dragon Point Rd. APN 087-181-16-100

Shingle Springs, CA 95682

We strongly oppose the approval of the cell tower, site 5, to be located at 7160 Dragon Point Rd. –

APN 087-181-10-100 Dragon Point Rd. (on the ridge)

The main reasons are:

1) Aesthetics – The tower would create a visual blight. This would be directly across from

my property and would ruin a beautiful view.

2) Decreased Property Values – Property values would decrease by approximately 20%.

Potential buyers are not interested in a property that has the baggage of a cell tower

that may affect the future value of their property. Buyers see this risk of the investment



9/5/2018

County of El Dorado Hills Planning Commission  
2850 Fairlane Court, Placerville, CA 95667

Reference: conditional use permit for AT&T Cell Tower Site 5 on parcel APN #087-181-10 –  
7160 Dragon Point Road

Board of Supervisors,

My wife and I are the property owners 7220 Dragon Point Road, which is a very short distance from where this proposed tower is to be built. We are sending you this letter to strongly encourage you to deny the permit for the proposed cell tower as listed and referenced in the subject line.

Part of your Planning Services own stated goals are “maintain the County's unique quality of life, protect public safety and the environment and promote economic vitality for current and future generations.” After looking at the implications of the cell tower there are a number of factors that in you mission statement that would not be achieved if you were to approve this project.

1. **Aesthetics** – We and many of the surrounding neighbors are situated on beautiful ridges with views of the Sierra's to the east and the valley to the west. While our property lots are generally in size of 20 acres most homes find themselves along the ridgelines so we are indeed very close to the tower's location which would take prominent view for all homes either to the east, west or along Dragon Point Ridge where I live. The area is covered in 30-40 ft. Oak Trees but they would be dwarfed by the size and vertical structure of 120-135 ft. tower that would increasingly have additional satellites and antenna's attached to it. It would definitely destroy the unique views we all moved to this area to enjoy. (See attached picture for true image of visual impact).
2. **Negative for surrounding property values** – It is a well-known fact amongst realtors and property owners that buyers do not want to buy houses under or near a visible cell phone tower. In a study by the National Institute for Science, Law & Public Policy published in June 2014 titled “Neighborhood Cell Towers & Antennas – Do They Impact a Property's Desirability?” found that 94% of buyers and renters are less interested and would pay less for a property located near a cell tower or antenna. Of the respondents 79% said that under no circumstances would they every purchase or rent a property within a few blocks of a cell tower or antennas – I think this is even an understatement given the type of buyer that wants to move to our rural community. Most of our properties are zoned for 20-40 acre minimums currently so promotion of future economic vitality is achieved by protecting our property values as future development will be minimal.
3. **Impact on private road and easements** – Dragon Point Road is a private road that was paid for and maintained by individual community members. Additional heavy equipment and traffic on that road not only comes at the expense of the other neighbors

September 5, 2018

To Whom It May Concern:

AT&T has proposed installing a cellphone tower on Dragon Point Road in Shingle Springs. We are the owners of a 20+ acre parcel which is located at 7240 Dragon Point Road, Shingle Springs, parcel #: 087-181-14-100.

We never received a written notice of this proposed installation but were informed by our neighbors of such. We are under the belief that by law the county is obligated to make us aware of this and allow us sufficient time to respond to this action.

Dragon Point Road is a privately owned road which is maintained by the residents who reside there. No residents that reside on Dragon Point are in support of the cellphone tower installation with the exception of the resident who is planning to financially gain from this installation.

We are strongly opposed for a multitude of reasons to include the following:

- Aesthetics
- Negative impact on our property value
- Noise pollution
- Health hazards
- Fire hazards: as there are several structures that are assumed to be non-permitted already on the proposed installation site.
- Negative impact on private road and easements
- **The mission of the Planning Department is to: Guide land use and development consistent with the General Plan, Building Codes and related regulations, by providing accurate, timely and courteous professional and technical services to our customers, to maintain the County's unique quality of life, protect public safety and the environment and to promote economic vitality for current and future generations.**

This is why we chose to move to our location from Sacramento County and invest in our rural community in the beautiful county of El Dorado.

*Your thoughtful consideration is respectfully requested.*

Sincerely,

Patrick O'Malley and Débra McClure  
7240 Dragon Point Road  
Shingle Springs, CA 95682

Paul and Jodi Sandell  
7260 Dragon Point Road  
Shingle Springs, CA 95682  
512-508-0602 sandellp@hotmail.com



September 7, 2018

El Dorado County

Board of Supervisors

Placerville, CA

Dear Board of Supervisors,

We are writing in regards to learning of the planning commissions' rash approval to allow an installation of an AT&T cell tower on the property at 7140 Dragon Point Road.

We strongly oppose the approval of this tower due to a number of reasons.

We moved onto Dragon Point Road back in 2003, as it provided a quiet rural location away from the commercial and housing expansions happening in El Dorado Hills. We want to keep it that way! Dragon Point Road is a PRIVATE ROAD made of essentially 9 @ 20 acre parcels. Although the parcels appear large, all the houses are built along one high ridge of the topography, which runs right along Dragon Point.

Therefore, all the houses are pretty close together in relationship to the overall space. With that, we strongly oppose the cell tower being proposed as it will be extremely close to ours and the other neighbors' houses. Installation of this tower will totally destroy the private rural attractiveness of our community and negatively impact ours and my neighbors' property values.

Since this is a private road, the improvements were privately

understand the allure to a potential revenue stream for a single neighbor, but this would lead to the devastation to our tight rural community. All in all, we are strongly against it.

Sincerely,

Paul and Jodi Sandell  
7260 Dragon Point Road



Hello Bob,

Please consider the Access Easement Agreement for APN 087-181-48-100 that abuts to Dragon Point Road in Shingle Springs. If you/your attorney have any questions on the document, please don't hesitate to reach out to me. Once we come to an agreed upon document, I can send you an executable version for signature and notary, however, Anne P. Craft will be required to sign the document since Title is vested in her Trust.

Thank you,

**Jared Kearsley**  
**Leasing / Zoning Manager**  
**(916)755-1326 Mobile**  
**[Jared.Kearsley@epicwireless.net](mailto:Jared.Kearsley@epicwireless.net)**



8700 Auburn Folsom Road, Suite 400  
Granite Bay, CA 95746

D. 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 another 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 “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 3 agrees to grant to Grantee such contiguous pedestrian and vehicular ingress and egress from Servient Tenement 1 over, across and through a portion of Servient Tenement 3 to the Dominant Tenement, 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 3 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 Servient Tenement 1 over, across and through Servient Tenement 3 (“Access Easement”) to the Dominant Tenement, 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 3 and is appurtenant to the Dominant Tenement. Grantor 3 shall not use, nor permit its successors or assigns or other grantees or any of Grantor 3’s tenants, licensees, employees, agents, contractors or invited guests to use, Servient Tenement 3 in any manner which interferes with Grantee’s use of the Access Easement.
2. **Consideration.** In consideration of Grantor 3 granting the Access Easement to Grantee, within forty-five (45) days following the Effective Date, Grantee shall pay to Grantor 3 at Grantor 3’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 3 upon thirty (30) days’ written notice to Grantor 3.
4. **Assignment.** Grantee will have the right to assign this Access Agreement 3 or lease or license the Access Easement, in whole or in part, without Grantor 3’s consent. Upon notification to Grantor 3 of such an assignment, Grantee will be relieved of all future performance, liabilities and obligations under this Access Agreement 3 to the extent of such assignment.
5. **Indemnification.** Grantee shall indemnify, defend and hold Grantor 3 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 3 by Grantee Parties, or any of them, for the purposes described in this Access Agreement 3, except to the extent attributable to the negligent or intentional act or omission of Grantor 3, its employees, agents or independent contractors. Grantor 3 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 3 or its employees, agents contractors, or Grantor 3’s breach of any provision of this Access Agreement 3, except to the extent attributable to the negligent or intentional act or omission of Grantee Parties, or any of them.

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 3: The Robert C. Craft and Anne P. Craft Revocable Living Trust of 2007 &  
The Anne P. Craft Revocable Living Trust of 2010  
Attn: Robert L. Craft  
8600 Lost Horizon 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 3 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 3. Grantor 3 agrees to comply with all Laws relating to Grantor 3's ownership and use of Servient Tenement 3 and any improvements on Servient Tenement 3.

14. **Warranties.** Grantor 3 represents, warrants and agrees that: (i) Grantor 3 solely owns Servient Tenement 3 in fee simple; (ii) Servient Tenement 3 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 3; (iii) Grantor 3's execution and performance of this Access Agreement 3 will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Grantor 3; and (iv) if Servient Tenement 3 becomes encumbered by a deed to secure a debt, mortgage or other security interest, Grantor 3 will provide to Grantee a mutually agreeable subordination, non-disturbance and attornment agreement executed by Grantor 3 and the holder of such security interest.

15. **Severability.** If any provision of this Access Agreement 3 is held invalid, illegal or unenforceable, the remaining provisions of this Access Agreement 3 shall remain in full force if the overall purpose of this Access Agreement 3 is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

16. **Limitation of Liability.** Grantee and Grantor 3 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.



**GRANTOR 3 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 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]

**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]

**EXHIBIT "C"**

**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]

**EXHIBIT "D"**

**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

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

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

APN:  
087-181-47-100

APN: 087-181-48-100

APN:  
087-181-16-100

APN: 087-181-10-100

EASEMENT PER  
2002-046499

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

LATROBE  
ROAD



1 ACCESS EASEMENT  
ATS

LATROBE  
7160  
DRAGON  
POINT RD.  
SHINGLE  
SPRINGS  
CA  
95667



AT&T SITE NO:  
CVL03138

PROJECT NO:  
13787643



EXHIBIT E





9/10/2018

Edcgov.us Mail - Help expand internet access in El Dorado County!



LATE DISTRIBUTION  
DATE 9/10/2018

#38, 39, 40, 41, 42, 43

EDC COB <edc.cob@edcgov.us>

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**Help expand internet access in El Dorado County!**

BOS 9/11/2018

1 message

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**Diana Mittelberger** <Diana.Mittelberger.126721010@p2a.co>  
Reply-To: [dmittelberger@gmail.com](mailto:dmittelberger@gmail.com)  
To: Clerk of the Board <edc.cob@edcgov.us>

Mon, Sep 10, 2018 at 1:03 PM

Dear El Dorado County Clerk of the Board,

I am writing in support of the construction of new wireless communications facilities in El Dorado County.

Wireless and high speed broadband has many positive benefits for vital institutions like schools, hospitals and police and fire departments, and residents. New infrastructure delivers community benefits including enhanced public safety, educational access, health care and more.

The approval of this wireless communications facility will help increase network coverage and improve call quality, including emergency response services to improve public safety.

I ask for your support of the proposed new wireless communications facility in El Dorado County.

Regards,

Diana Mittelberger  
3820 Cherry Acres Rd  
Cool, CA 95614

9/10/2018

Edcgov.us Mail - Help expand internet access in El Dorado County!



EDC COB <edc.cob@edcgov.us>

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## Help expand internet access in El Dorado County!

1 message

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**Richard Black** <Richard.Black.126768875@p2a.co>  
Reply-To: rb5232@att.com  
To: Clerk of the Board <edc.cob@edcgov.us>

Mon, Sep 10, 2018 at 1:09 PM

Dear El Dorado County Clerk of the Board,

I am writing in support of the construction of new wireless communications facilities in El Dorado County.

Wireless and high speed broadband has many positive benefits for vital institutions like schools, hospitals and police and fire departments, and residents. New infrastructure delivers community benefits including enhanced public safety, educational access, health care and more.

The approval of this wireless communications facility will help increase network coverage and improve call quality, including emergency response services to improve public safety.

I ask for your support of the proposed new wireless communications facility in El Dorado County.

Regards,

Richard Black  
Big Oak Rd  
, CA 95667