

Wildlife Conservation Board

June 6, 1986

Modification of Powerline Easement for Crescent City Marshes

Region 1 personnel have been contacted by the Pacific Power and Light Company who desire to realign their powerline easement on our Crescent City Marsh Wildlife Area.

The realignment would be beneficial to the Department and we support the change. I would appreciate your assistance in working out the details of the agreement. The attached maps are provided for your assistance.

If you need any additional information, please feel free to contact Region 1 personnel for assistance.

Jack C. Parnell
Director

cc: Region 1

WHEN RECORDED MAIL TO

Pacific Power & Light Co.
920 S.W. Sixth Avenue
Portland, Oregon 97204

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Department of Fish and Game

Agency: Wildlife Conservation Board

AGREEMENT AND GRANT OF EASEMENT
TRANSMISSION LINE ANCHORS

Project: Crescent City Marsh WLA
Del Norte Co.

File: CPR-8-co-47 EAS 86-015

This Agreement and Grant of Easement is made and entered into by and between the State of California, acting by and through its Director of General Services, hereinafter called State, and Pacific Power & Light Co., hereinafter called Grantee.

State, pursuant to the provisions of Section 14666 of the Government Code of the State of California, and in consideration of the sum of \$500.00, receipt of which is hereby acknowledged, hereby grants unto Grantee, its successions and assigns, an easement to locate, construct, reconstruct, alter, inspect, repair and replace a transmission line anchor supports along with a appurtenant fixtures and equipment necessary therefor, over, under and across that certain real property situated in the County of Del Norte, State of California, described in Exhibit "A", attached hereto and thereby made a part hereof.

THE PROVISIONS ON THE REVERSE SIDE HEREOF CONSTITUTE A PART OF THIS AGREEMENT

Dated July 1, 1986

GRANTEE: Pacific Power & Light Co.

STATE OF CALIFORNIA
Department of General Services

By John R. Healy

By [Signature] VICE-PRESIDENT
For Pacific Power & Light Co.

APPROVED: Department of Fish and Game
Wildlife Conservation Board

By W. John Schmidt
W. John Schmidt, Executive Officer

82-0429

PROVIDED, this Grant of Easement is subject to the following terms and conditions:

1. This Grant is subject to existing contracts, leases, licenses, easements, encumbrances, and claims which may affect said property and the use of the word "Grant" herein shall not be construed as a covenant against the existence of any thereof.
2. Grantee waives all claims against State, its officers, agents, and employees, for loss or damage caused by, arising out of, or in any way connected with the exercise of this Easement, and Grantee agrees to save harmless, indemnify, and defend State, its officers, agents, and employees, from any and all loss, damage or liability which may be suffered or incurred by State, its officers, agents, and employees caused by, arising out of, or in any way connected with exercise by Grantee of the rights hereby granted, except those arising out of the sole negligence of State.
3. State reserves the right to use said real property in any manner, provided such use does not unreasonably interfere with Grantee's rights hereunder.
4. State reserves the right to require Grantee, at State expense, to remove and relocate all improvements placed by Grantee upon said real property, upon determination by State that the same interfere with future development of State's property. Within 180 days after State's written notice and demand for removal and relocation of the improvements, Grantee shall remove and relocate the improvements to a feasible location on the property of State, as designated by State, and State shall furnish Grantee with an easement in such new location, on the same terms and conditions as herein stated, all without cost to Grantee, and Grantee thereupon shall reconvey to State the easement herein granted.
5. In making any excavation on said property of State, Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground and any improvement thereon to as near the same condition as they were prior to such excavation as is practicable.
6. This Easement shall terminate in the event Grantee fails for a continuous period of 18 months to use the Easement for the purposes herein granted. Upon such termination, Grantee shall forthwith upon service of written demand, deliver to State a quitclaim deed, to its right, title and interest hereunder, and shall, on State request, without cost to State, and within 90 days from written demand by State, remove all property placed by or for Grantee upon said property and restore said premises as nearly as possible to the same condition they were in prior to the execution of this Easement. In the event Grantee should fail to restore the premises in accordance with such request, State may do so at the risk of Grantee, and all costs of such removal and restoration shall be paid by Grantee upon demand.

LEGAL DESCRIPTIONEasement 1:

Beginning at the Northeast corner of Section 34, Township 16 North, Range 1, West, Humbolt Meridian; thence S 1° 00' W along the section line common to Sections 34 and 35 a distance of 1226 feet to a point, said point being the location of Pacific Power & Light Company's transmission structure #13/85; thence due West, 47 feet, to the TRUE POINT OF BEGINNING; thence continuing due West for 15 feet to a point, said point being the approximate location of Pacific's anchor.

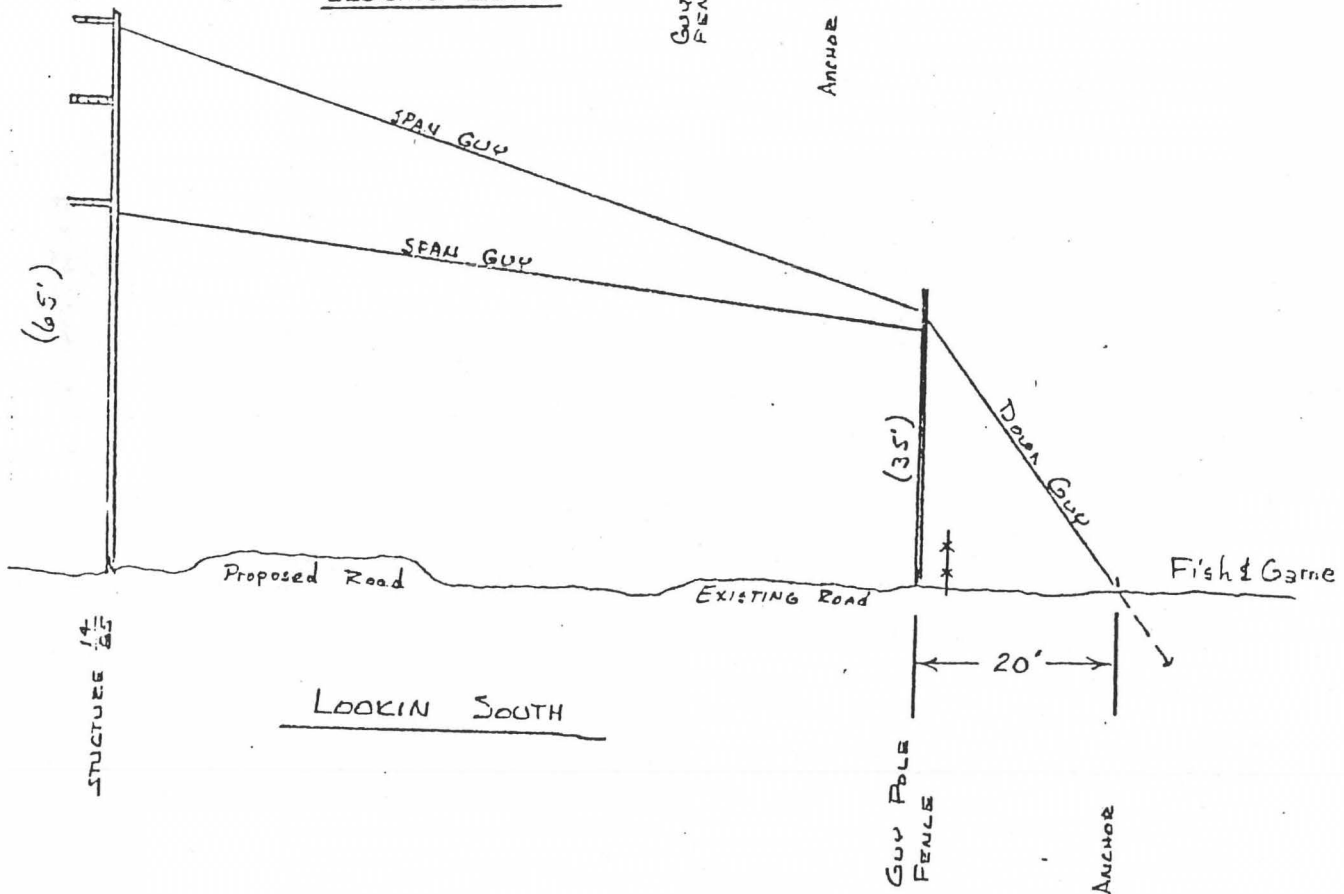
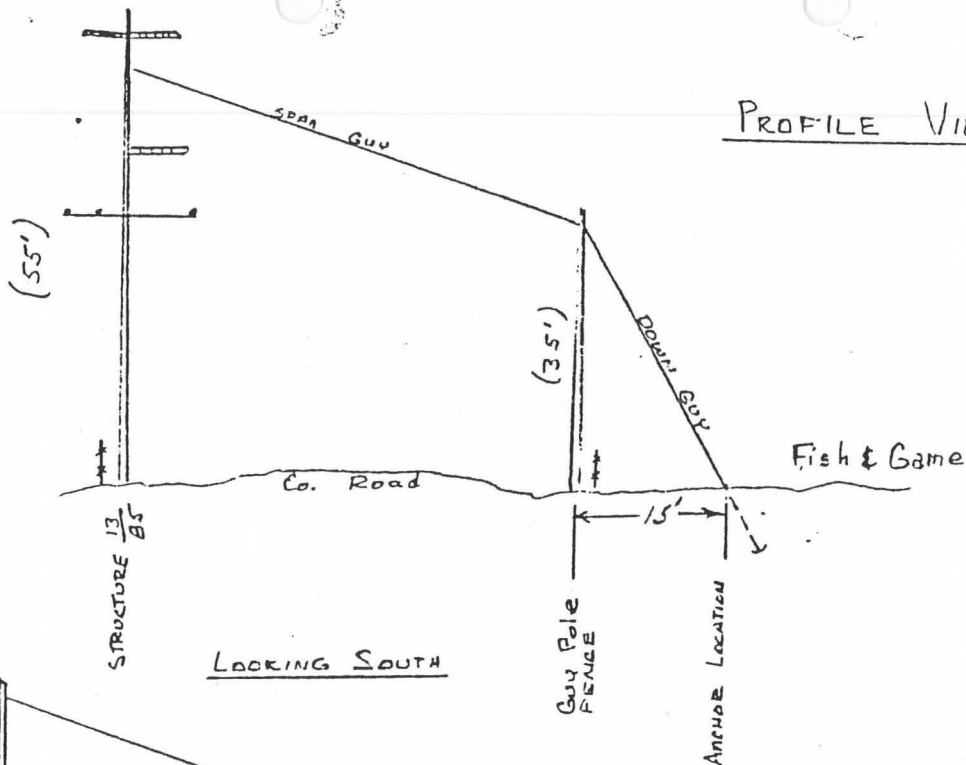
Said easement is for 15 feet of down guy overhang and an anchor on Fish & Game lands.

Easement 2:

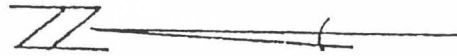
Beginning at the Northeast corner of Section 34, Township 16 North, Range 1 West, Humbolt Meridian; thence S 1° 00' W along the section line common to Sections 34 & 35 a distance of 1226 feet to a point; thence S 9° 31' E for a distance of 317.5 feet to a point, said point being the location of Pacific Power & Light Company's transmission structure #14/85; thence S 80° 29' W for a distance of 84 feet to the TRUE POINT OF BEGINNING; thence continuing S 80° 29' W for 20 feet to a point, said point being the approximate location of Pacific's anchor.

Said easement is for 20 feet of down guy overhang and an anchor easement on Fish & Game lands.

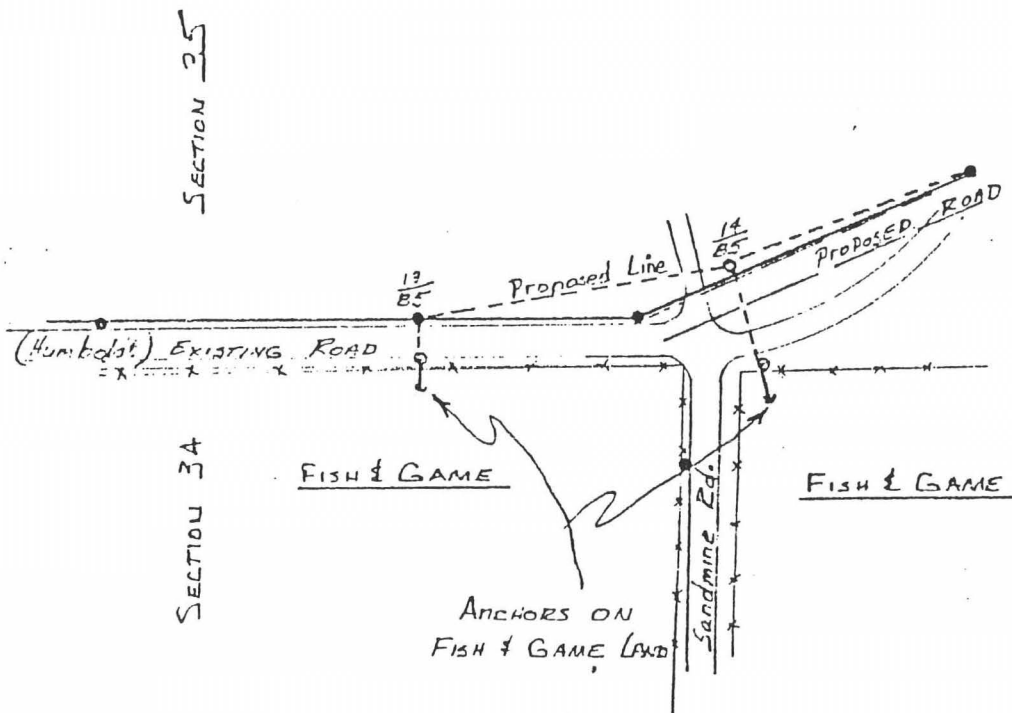
PROFILE VIEW



MAP REF.	PACIFIC POWER & LIGHT COMPANY	
ER	PORTLAND OREGON	
FILE	PROPOSED CROSSING OF _____	
SURVEY BY	SEC. 34	T. 16 N. R. 1 W. E. W.
TRACED BY	Del Norte COUNTY California	
CHECKED BY	SCALE: 1" = 20'	DATE: 4-10-86
APPROVED BY	CPR - 8 - 20 - 47	



PLAN VIEW



ANCHOR EASEMENT ON FISH & GAME LANDS.

82-0429

MAP REF.	PACIFIC POWER & LIGHT COMPANY	
EN	PORTLAND OREGON	
FILE	PROPOSED CROSSING OF _____	
SURVEY BY	SEC. 34	T. 16 N. R. 1 W. H. M.
TRACED BY <i>MJB</i>	Del Norte COUNTY California	
CHECKED BY	SCALE: 1" = 200'	DATE: 5-28-86
APPROVED BY	CPR-8-CO-47	

Memorandum

To : Wildlife Management Division

Date: April 16, 1986

*May, 1986
meeting of Land Committee
Discussion*

From : Department of Fish and Game - Region 1

Subject: Easement on Crescent City Marsh Wildlife Area

We have enclosed a proposed letter from our Director to Wildlife Conservation Board requesting assistance in modifying the powerline easement on Crescent City Marsh Wildlife Area by the Smith River Power Company.

We believe this change would be to our benefit. If you have any questions, please contact Banky Curtis at ATSS 442-2305.

for John M. Hargis
A. E. Naylor
Regional Manager

8
Enclosure

John Schmidt
Wildlife Conservation Board

Smith River Power Request for Change in Powerline Easement - Crescent City
Marsh, Del Norte County

The Smith River Power Company has an existing powerline easement across parcel number 115-020-29 on the Crescent City Marsh Wildlife Area. They have requested a change in this easement as shown on the attached maps. Since the existing easement is through the marsh and the proposed change would place the line adjacent to an existing public road, this change would be to our advantage.

If you agree, please initiate steps necessary to accomplish the requested change. The contact person with Smith River Power Company is W. Sheldon Beaver, 231 Breakwater Dr., Crescent City, CA 95531, (707) 464-3456.

Jack C. Parnell
Director

Attachments

MONROE/bt

BC: D, DRF, ExFile, WMB, R1

SURNAME

Curtis

*Hayes ARM
4-16-86*

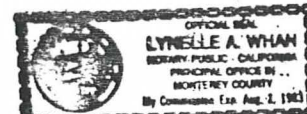
OWNER'S CONSENT

KNOW ALL MEN BY THESE PRESENTS:
THAT THE UNDERSIGNED, BEING A PARTY HAVING A RECORD
TITLE INTEREST IN THE REAL PROPERTY BEING SUBDIVIDED
BY THIS MAP, DO HEREBY CONSENT TO THE PREPARATION
AND RECORDATION OF THIS MAP.

DATED THIS 10 DAY OF December, 1979.

Owen W. Bauer

STATE OF CALIFORNIA
COUNTY OF Monterey



ON THE 10 DAY OF December, 1979, BEFORE
ME, THE UNDERSIGNED, A NOTARY PUBLIC, STATE OF CALIF-
ORNIA, DULY SWORN AND COMMISSIONED, PERSONALLY APPEARED:

Owen W. Bauer

KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED
TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND
AFFIXED MY OFFICIAL SEAL IN THE COUNTY OF Monterey
THE DAY AND YEAR THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC:

Lynelle A. Wham

DECLARATION OF RECORD TITLE INTEREST

I Richard B. Davis DECLARE:

THE PARTIES WHOSE SIGNATURES APPEAR ON THE MAP BEING
PRESENTED FOR FILING AND CONSENTING THERETO ARE ALL OF THE
PARTIES HAVING A RECORD TITLE INTEREST IN THE PROPERTY
BEING SUBDIVIDED WHOSE SIGNATURES ARE REQUIRED BY GOV. CODE
66465 AS SHOWN BY THE RECORDS IN THE OFFICE OF THE COUNTY
RECORDER OF DEL NORTE COUNTY, CALIFORNIA.

I DECLARE UNDER PENALTY OF PERJURY THAT THE ABOVE AND
FOREGOING IS TRUE AND CORRECT.

EXECUTED ON Dec. 20, 1979, AT CRESCENT CITY,
CALIFORNIA.

5840

COUNTY RECORDER'S CERTIFICATE

FILED THIS 18 DAY OF December, 1979, AT
3:15 P.M. IN BOOK 4 OF PARCEL MAPS, PAGE 75
AT THE REQUEST OF RICHARD B. DAVIS

John D. Alexander
COUNTY RECORDER

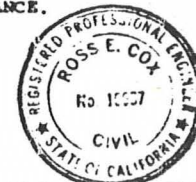
John Clark
DEPUTY RECORDER

COUNTY SURVEYOR'S CERTIFICATE

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE
SUBDIVISION MAP ACT AND LOCAL ORDINANCE.

DATED Dec. 20/79

Richard B. Davis
COUNTY SURVEYOR



SURVEYOR'S CERTIFICATE

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION
AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH
THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND
LOCAL ORDINANCE AT THE REQUEST OF OWEN W. BAUER
IN OCTOBER, 1979. I HEREBY STATE THAT THIS PARCEL
MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR
CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

Richard B. Davis
RICHARD B. DAVIS LS 3340

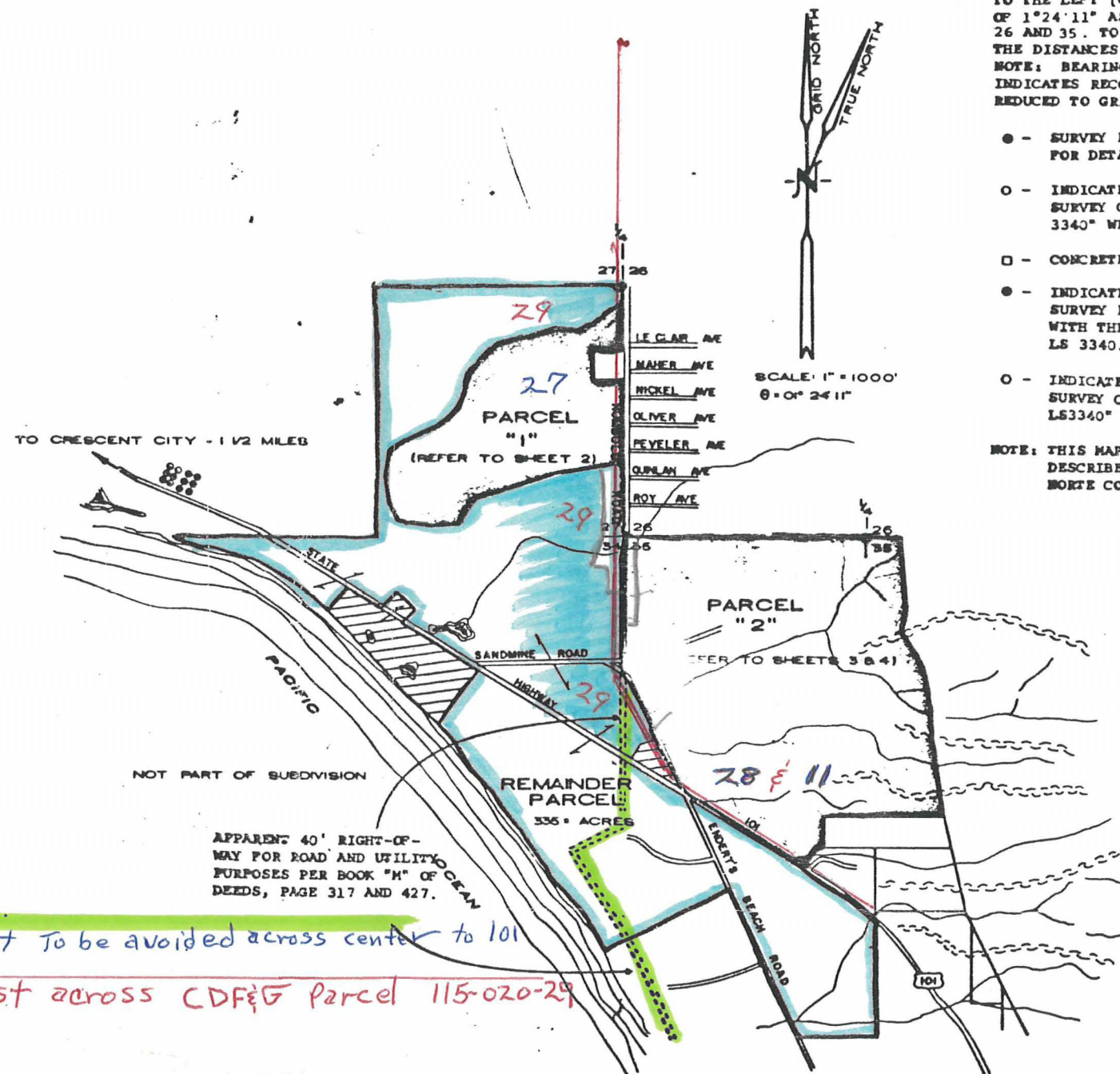


MAP LEGEND

BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA
COORDINATE GRID SYSTEM [ZONE 1] GRID BEARINGS BASED
UPON A LOCAL CONTROL NETWORK TIED INTO U.S.E.D.
MONUMENTS "2A" AND "20K" IN CRESCENT CITY HARBOR AREA.
REFER TO CORP OF ENGINEERS RECORDS FOR DATA. TO OBTAIN
TRUE NORTH BEARINGS, ROTATE THE BEARINGS SHOWN HEREON
TO THE LEFT [COUNTERCLOCKWISE] THROUGH THE THETA ANGLE
OF 1°24'11" AS COMPUTED AT THE 1/4 CORNER OF SECTIONS
26 AND 35. TO OBTAIN GROUND LEVEL DISTANCES, MULTIPLY
THE DISTANCES SHOWN HEREON BY 0.9999742.
NOTE: BEARINGS AND DISTANCES SHOWN IN PARENTHESIS
INDICATES RECORD VALUES WHICH HAVE BEEN ROTATED AND
REDUCED TO GRID FOR COMPARISON.

- - SURVEY POINTS OF RECORD - REFER TO ATTACHED MAPS
FOR DETAIL.
- - INDICATES 5/8" X 24" REBAR WITH A 2" DIAMETER
SURVEY CAP MARKED "PROPERTY CORNER - DAVIS - LS
3340" WERE SET AT THE INDICATED POSITIONS.
- - CONCRETE HIGHWAY MONUMENT.
- - INDICATES A 2" DIAMETER BY 28" LONG ALUMINUM
SURVEY POST WITH 3/4" ALUMINUM SURVEY CAP MARKED
WITH THE APPROPRIATE ANGLE POINT NUMBER AND
LS 3340.
- - INDICATES 5/8" X 24" REBAR WITH A 2" DIAMETER
SURVEY CAP MARKED "EDGE OF RIGHT-OF-WAY - DAVIS -
LS3340" WERE SET AT THE INDICATED POSITIONS.

NOTE: THIS MAP SHOWS A SUBDIVISION OF THE LANDS
DESCRIBED IN BOOK 41 OF DEEDS, PAGE 451, DEL
NORTE COUNTY RECORDS.



PARCEL MAP

708

OWEN W. BAUER

IN

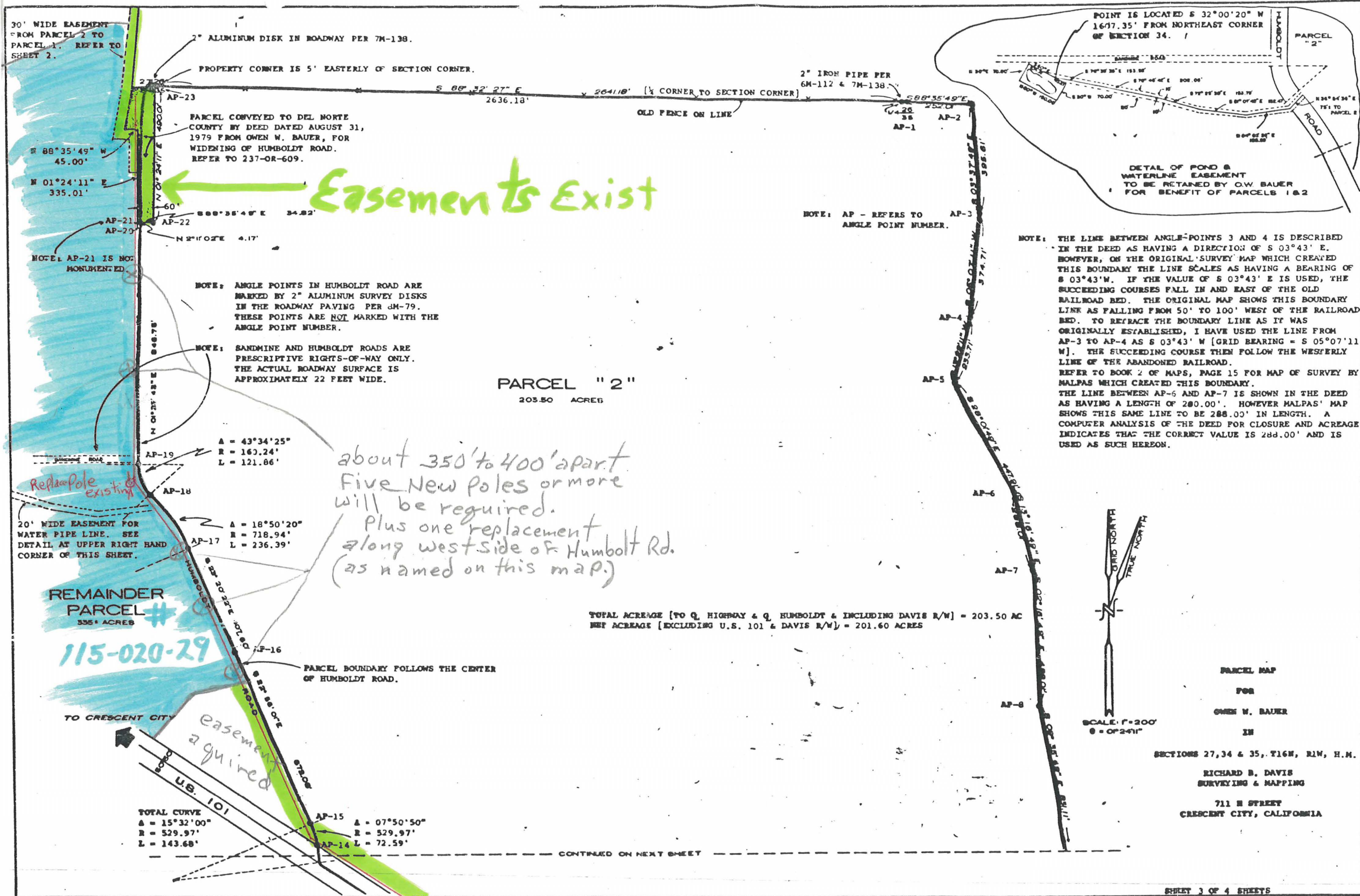
SECTIONS 27, 34 & 35, T16N, R1W, N.M.

RICHARD B. DAVIS
SURVEYING & MAPPING

711 N STREET
CRESCENT CITY, CALIFORNIA

SHEET 1 OF 4 SHEETS

Book 4 Pg 75
Parcel map



30' WIDE EASEMENT FROM PARCEL 2 TO PARCEL 1. REFER TO SHEET 2.

2" ALUMINUM DISK IN ROADWAY PER 7M-138.

PROPERTY CORNER IS 5' EASTERLY OF SECTION CORNER.

PARCEL CONVEYED TO DEL NORTE COUNTY BY DEED DATED AUGUST 31, 1979 FROM OWEN W. BAUER, FOR WIDENING OF HUMBOLDT ROAD. REFER TO 237-OR-609.

2" IRON PIPE PER 6M-112 & 7M-138.

OLD FENCE ON LINE

POINT IS LOCATED S 32°00'20" W 1677.35' FROM NORTHEAST CORNER OF SECTION 34.

DETAIL OF POND & WATERLINE EASEMENT TO BE RETAINED BY O.W. BAUER FOR BENEFIT OF PARCELS 1 & 2

Easements Exist

NOTE: AP - REFERS TO ANGLE POINT NUMBER.

NOTE: THE LINE BETWEEN ANGLE-POINTS 3 AND 4 IS DESCRIBED IN THE DEED AS HAVING A DIRECTION OF S 03°43' E. HOWEVER, ON THE ORIGINAL SURVEY MAP WHICH CREATED THIS BOUNDARY THE LINE SCALES AS HAVING A BEARING OF S 03°43' W. IF THE VALUE OF S 03°43' E IS USED, THE SUCCEEDING COURSES FALL IN AND EAST OF THE OLD RAILROAD BED. THE ORIGINAL MAP SHOWS THIS BOUNDARY LINE AS FALLING FROM 50' TO 100' WEST OF THE RAILROAD BED. TO RETRACE THE BOUNDARY LINE AS IT WAS ORIGINALLY ESTABLISHED, I HAVE USED THE LINE FROM AP-3 TO AP-4 AS S 03°43' W [GRID BEARING = S 05°07'11" W]. THE SUCCEEDING COURSE THEN FOLLOW THE WESTERLY LINE OF THE ABANDONED RAILROAD. REFER TO BOOK 2 OF MAPS, PAGE 15 FOR MAP OF SURVEY BY MALPAS WHICH CREATED THIS BOUNDARY. THE LINE BETWEEN AP-6 AND AP-7 IS SHOWN IN THE DEED AS HAVING A LENGTH OF 280.00'. HOWEVER MALPAS' MAP SHOWS THIS SAME LINE TO BE 288.00' IN LENGTH. A COMPUTER ANALYSIS OF THE DEED FOR CLOSURE AND ACREAGE INDICATES THAT THE CORRECT VALUE IS 288.00' AND IS USED AS SUCH HEREON.

NOTE: ANGLE POINTS IN HUMBOLDT ROAD ARE MARKED BY 2" ALUMINUM SURVEY DISKS IN THE ROADWAY PAVING PER 8M-79. THESE POINTS ARE NOT MARKED WITH THE ANGLE POINT NUMBER.

NOTE: SANDMINE AND HUMBOLDT ROADS ARE PRESCRIPTIVE RIGHTS-OF-WAY ONLY. THE ACTUAL ROADWAY SURFACE IS APPROXIMATELY 22 FEET WIDE.

PARCEL "2"
203.50 ACRES

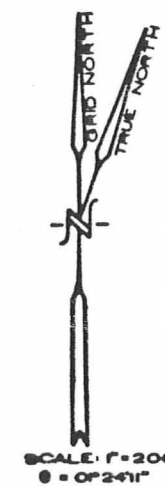
about 350' to 400' apart
Five New Poles or more
will be required.
Plus one replacement
along west side of Humboldt Rd.
(as named on this map.)

20' WIDE EASEMENT FOR WATER PIPE LINE. SEE DETAIL AT UPPER RIGHT HAND CORNER OF THIS SHEET.

REMAINDER PARCEL #
115-020-29

TOTAL ACREAGE [TO Q. HIGHWAY & Q. HUMBOLDT & INCLUDING DAVIS R/W] = 203.50 AC
NET ACREAGE [EXCLUDING U.S. 101 & DAVIS R/W] = 201.60 ACRES

PARCEL BOUNDARY FOLLOWS THE CENTER OF HUMBOLDT ROAD.



PARCEL MAP
FOR
OWEN W. BAUER
IN
SECTIONS 27, 34 & 35, T16N, R1W, H.M.
RICHARD B. DAVIS
SURVEYING & MAPPING
711 N STREET
CRESCENT CITY, CALIFORNIA

TOTAL CURVE
A = 15°32'00"
R = 529.97'
L = 143.68'

AP-15 A = 07°50'50"
R = 529.97'
AP-14 L = 72.59'

CONTINUED ON NEXT SHEET

EASEMENT SUMMARY

RES-222 (6/79)

DATE

7-8-86

TO:

John R. Healy
Senior Land Agent

FILE NUMBER

EAS 86-015

TYPE OF EASEMENT

Transmission line anchors

FROM:

Dick Traversi

AGENCY

Department of Fish & Game / WCB

PROJECT

Crescent City Marsh

EASEMENT SUMMARY

TYPE OF DOCUMENT	Agreement and Grant of Easement		
GRANTOR	Director of General Services		
GRANTEE	Pacific Power and Light Company		
PRINCIPAL	Department of Fish and Game / WCB		
LOCATION OF PROJECT AND EASEMENT	One and one-half mile southeast of Crescent City		
DESCRIPTION OF EASEMENT	two 15 feet long guywire easements		
PROVISIONS OF EASEMENT	TERM	Permanent	
	CONSIDERATION	\$500 for administration cost, easement value nominal Our time is billed direct to DFG/WCB on this one.	
	SPECIAL CLAUSES	None	
C.E.Q.A.	Notice of Exemption filed 7-2-86. Frank Giordano says County does not require filing for this realignment		
REMARKS	<p>Easement effect insignificant</p> <p>Legal description does not specify easement width. However, it is limited by centerline description and usage</p> <p>There is no provision to quitclaim to the state the easement being abandon. By Jack Parnell Little, no date, no signature, it is, presumably to be on state property. I will request DFG/WCB follow up with quit claim.</p> <p>I recommend approval Not to be recorded.</p>		
SECTION SENIOR	DATE	SUBMITTED BY	
John R. Healy	J	82-0429	
OTHER		Dick Traversi	
LEGAL COUNSEL			