

Email: West of Devers Upgrade Project EIR/EIS Team

From: Todd & Corinne Slusser <slusser@pmt.org>
Sent: Friday, September 11, 2015 4:42 PM
To: West Of Devers Project
Subject: Tower #38
Attachments: Exhibit Map APN 517-211-015_Slusser_Property.pdf;
ATT00001.txt; SCE DOC 83485.pdf; ATT00002.txt

To Whom it May Concern,

My name is Corinne Slusser and I own land that SCE wants to put tower #38 on. In the map below my parcel is Lot 131. That huge square is where the SCE wants to build a new tower. I bet you would want to buy that property and live under transmission lines wouldn't you? Definitely not and neither do I. The amount of land in the easement is huge, can't the tower be placed across the street or even better can't the existing lines be used?

I have been in contact with Elizabeth Straley from SCE about the easement on the property but she has not had any answers for me. As you can see in the PDF file of the easement document, it was written in 1985. I owned the land before 1976. I did not sign this easement document nor was I compensated in any way for it. It says Highway Land Company granted the easement and was paid a whopping \$10 but I'm not sure who they are, not me evidently. At no time were they given any rights to grant changes to the easement.

This piece of land was given to me by my now deceased grandfather. He gave it to me as a legacy to give my children or to sell if I needed the income. With this tower on it I will never be able to sell the property or even use it for my own personal use. I would not want to risk my families health living right next to this huge tower. I have been offered no compensation for SCE essentially stealing my land. There are already towers in the area, please continue to use what you already have in place.

Corinne Slusser
slusser@pmt.org

1870

CONTROL NO. 26507 FRAME NO. DATE 01-25-55 ROLL NO. 85-F013

83485 106692

FORM NW 82 800 2-48

5300 ±
24.5 Ac ±

RIGHT-OF-WAY EASEMENT

THE UNDERSIGNED, HIGHWAY LAND COMPANY, a corporation,

for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States, paid by SOUTHERN CALIFORNIA EDISON COMPANY LTD., a Corporation, receipt whereof is hereby acknowledged, hereby grants, bargains, sells and conveys unto said SOUTHERN CALIFORNIA EDISON COMPANY LTD., a Corporation, its successors and assigns, those permanent and exclusive easements and rights of way to construct, reconstruct, maintain, operate, enlarge, improve, remove, repair and renew two electric transmission lines consisting of steel towers, wires, cables and other structures, including ground wires, both overhead and underground, and communication circuits with necessary and convenient foundations, insulators and cross-arms placed on said towers, and other appurtenances connected therewith, convenient and necessary for the construction, maintenance, operation, regulation, control and grounding of electric transmission lines for the purpose of transmitting, distributing, regulating, using and controlling electric energy, together with the right and easement for roads, ingress, egress and other convenient purposes needed or desired at any time by the Grantee, and the right and easement to construct, reconstruct, maintain and operate the same, and the right to clear and keep clear said easements and the real property affected thereby, free from explosives, buildings, structures, trees, brush and inflammable materials, for the protection from fire and other hazards; in, under, upon, over and across a strip of land 300 feet wide upon the following described lands and premises, situated in the County of Riverside, State of California, to-wit:

All that portion of Section 8, in Township 3 South, Range 3 East, U.S.B. & M., which lies North of the State Highway (Banning-Whitewater Highway).

Said strip of land is described as follows:

A strip of land 300 feet wide, the Southerly and Northerly boundary lines of which are parallel with and respectively 100 feet Southerly and 200 feet Northerly from a line described as follows:

Beginning at a point in the West line of said Section 8, distant 241.93 feet Southerly, measured along said West line, from the northwest corner of said Section 8; thence from said point of beginning, Easterly, in a straight line, 5300 feet, more or less, to a point in the East line of said Section 8, distant 438.52 feet Southerly, measured along said East line, from the Northeast corner of said Section 8.

The side lines of said strip of land to be shortened or extended so as to terminate in the West and East lines of said Section 8,

165.
61965
20.579 ±
16-10-87A
20-579 ±

+

+

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Grantee shall have the right to use existing roads and make such additions thereto, on the lands of the Grantor, as shall be convenient and necessary to the Grantee's use of said right of way strip.

Together with all necessary and convenient means of ingress and egress to and from said above described right of way strip, for the uses and purposes and the exercising of the rights herein granted. Said right of entry may be exercised by trucks, automobiles or other vehicles or by foot, as may suit the convenience of said Grantee, its successors or assigns.

The Grantors reserve the rights for water pipe lines and roads under and across the land described in this easement provided these rights do not interfere with the operation and maintenance of the transmission lines of the Grantee.

Grantee shall have the right to install and to use gates in any fences which are now or may be hereafter constructed on said lands of the Grantor, for the purpose of permitting convenient entry to said right of way strip. Any gates which are installed by Grantee on said lands shall be locked with Grantee's locks, and also, if the Grantor so desires, may be locked with the Grantor's locks, in such a manner that either can lock or unlock the gates. Any gates which are installed and locked by the Grantor and used by the Grantee shall be locked also by the Grantee's locks so that either can lock or unlock the gates.

Grantee shall have the right to make such surface cuts within said right of way strip as may be necessary to maintain the clearance from conductors to the surface of the ground that may be required by the orders of the State Railroad Commission, or other Governmental body having jurisdiction thereof, or as may be necessary for the economical construction, maintenance and operation of said transmission lines.

* The Grantor, his heirs, successors or assigns, shall have the right to cultivate the land within the right of way strip for any and all crops which may be grown thereon, without interference with the rights herein granted to the Grantee, its successors or assigns, provided that said Grantor, his heirs, successors or assigns, in the use of said land, shall not permit or allow any accumulation of explosive or inflammable materials within the said right of way strip or so near thereto as to constitute, in the opinion of the Grantee, its successors or assigns, a menace or danger to said transmission lines. In case the Grantor, his heirs or assigns, shall grow orchard or other trees within the limits of said right of way strip, they shall not permit the same to attain a height in excess of 15 feet above the surface of the ground, and in case any such trees shall grow taller than said height, then the Grantee, its successors or assigns, shall have the right to trim the same in order to maintain said height as a maximum.

The Grantor grants to the Grantee, its successors and assigns, the right to trim or top and to keep trimmed or topped any and all trees on the lands of the Grantor adjacent to said right of way strip for a distance of 75 feet from the exterior lines of the right of way strip, to such heights as in the judgment of the Grantee, its successors and assigns, shall be reasonably necessary for the proper construction, operation and maintenance of said electric lines, but at no point outside the right of way strip to a height less than 50 feet.

It is understood and agreed that the grant of this easement does not convey to the Grantee any right, title or interest in any oil, gas or hydrocarbon substances or minerals within the limits of the right of way strip or otherwise, but that the Grantor, in prospecting for or developing oil, gas, hydrocarbon substances or minerals, will do so from adjacent land and in such a manner as not to interfere with the structures erected by the Grantee or with the operation of the transmission lines of the Grantee.

It is further understood and agreed that no other easement or easements shall be granted on, under or over said strip of land by the Grantor to any person, firm or corporation without the previous written consent of said Grantee.

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The Grantors reserve the rights for streets, (paved, graded or otherwise), sewage lines, gas lines, electric lines and any and all other rights of way for facilities necessary in connection with the needs and conveniences of inhabitants who may, at any time in the future, make their residence and carry on business operations on the property through which the within easement is granted, it being understood and agreed that said lines and rights of way are reserved by the Grantor for crossing, paralleling and/or covering the top surface, as well as underneath the land described in this easement, the Grantor not being required to apply to Grantee for permission to use any of the rights herein reserved, but shall at all times, as, if and when such rights are used, do so in such manner that they will not interfere with the operation and maintenance of the transmission lines of the Grantee.

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TO HAVE AND TO HOLD the above mentioned easements and rights unto SOUTHERN CALIFORNIA EDISON COMPANY LTD., its successors and assigns forever.

IN WITNESS WHEREOF, we have hereunto set our hands this 21st

day of June, 1985

WITNESS:

HIGHWAY LAND COMPANY

By: [Signature] President

By: [Signature] Asst. Sec'y.

STATE OF _____ } ss.
COUNTY OF _____ }

On this _____ day of _____, 1985, before me,

_____, a Notary Public in and for said County and State, duty commissioned and qualified, personally appeared _____

known to me to be the person whose name _____ subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed _____ official seal in said County, the day and year in this certificate first above written.

Notary Public in and for the County of _____ State of _____

STATE OF CALIFORNIA, } ss.
COUNTY OF _____ }

On this _____ day of _____ in the year one thousand, nine hundred and _____ A.D., before me, _____ a Notary Public in

and for said County, personally appeared _____ personally

known to me to be the same person whose name is subscribed to the within instrument as a subscribing witness thereto, who, being by me duly sworn,

deposed and said that he resides in the County of _____

State of California, that he was present and saw _____

personally known to him to be the same person _____ described in and whose

name _____ subscribed to the within instrument as a party thereto, sign, execute and deliver the same; and that he acknowledged to said

affiant that he executed the same; and that he, the affiant, then and there subscribed _____ name to said instrument as a witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County, the day and year in this certificate first above written.

Notary Public in and for the County of _____ State of California



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THE POOR QUALITY OF THE ATTACHED ORIGINAL DOCUMENT HAS ADVERSELY AFFECTED REPRODUCTION. THIS IS THE MOST LEGIBLE IMAGE OBTAINABLE.

Return to
SOUTHERN CALIFORNIA EDISON COMPANY LEGAL
P. O. BOX 351
LOS ANGELES 53, CALIF.
ATTENTION - R. J. WICKS

SECURITY TITLE INSURANCE COMPANY

COMPARE
INDEXED
Book & Page

RECEIVED FOR RECORD
AUG 24 1945
SECURITY TITLE INS. & TRUST CO.
650, Broadway St. Beverly Hills, California
85-230-19

730/19

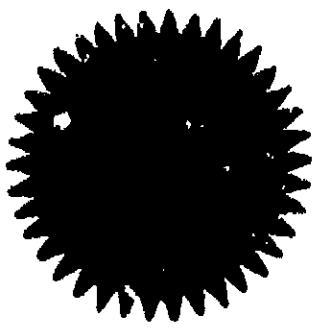
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STATE OF CALIFORNIA.

County of Los Angeles } ss.

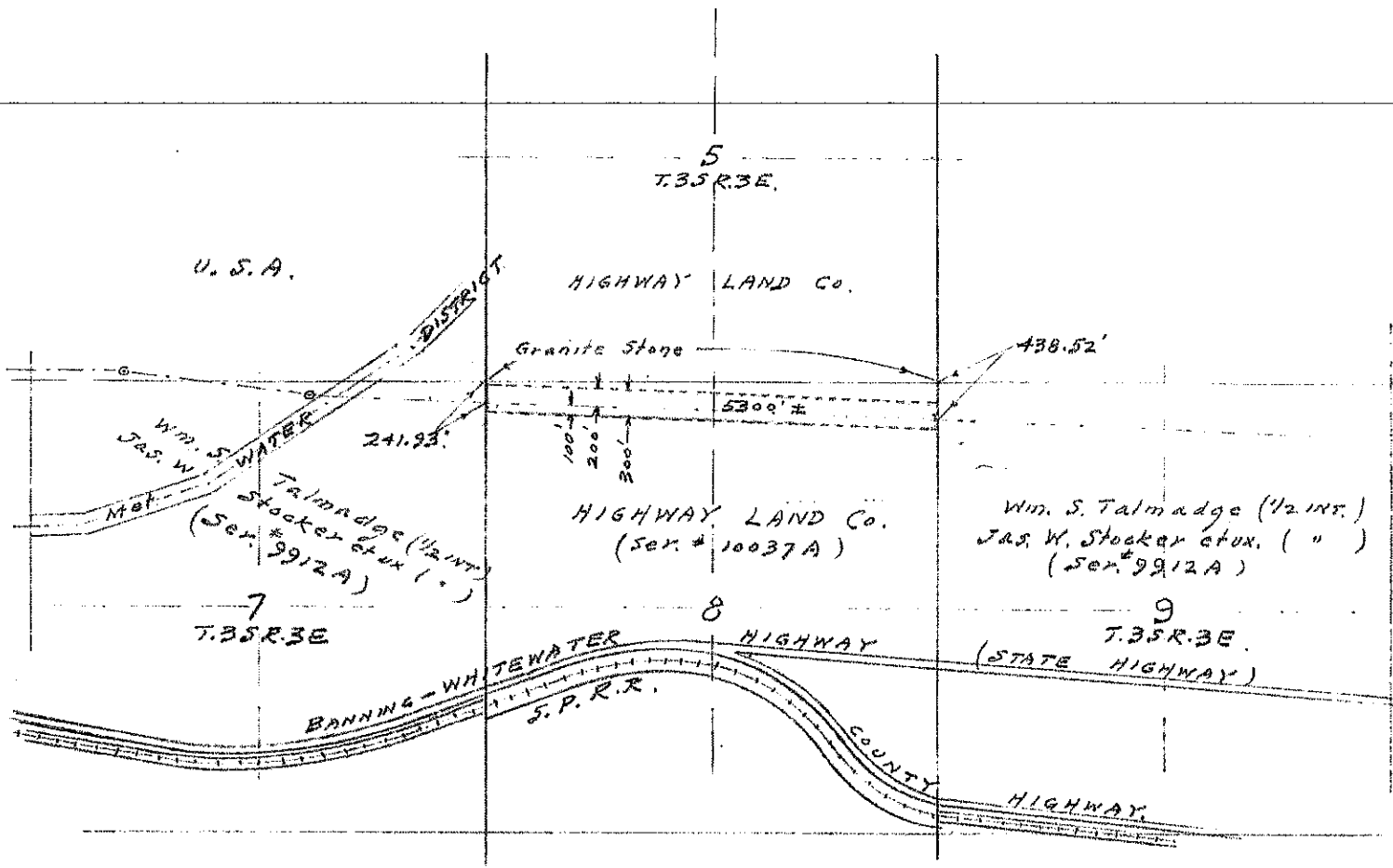


ON THIS 21st day of June A.D., 1946 before me,
P. E. Olds
 a Notary Public in and for said County and State, personally appeared
A. Otis Birch known to me to be the
 President, and Robert H. Landrum known to me
 to be the ASST. Secretary
of Highway Land Company

the Corporators that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

J.P. Olds My Comm. Expires June 18, 1947
 Notary Public in and for said County and State.



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T.35R.3E.

U.S.A.

HIGHWAY LAND CO.

DISTRICT

Granite Stone

438.52'

Wm. S. WATER
JAS. W. STOCKER
MOR.

241.93'

5300' ±

HIGHWAY LAND CO.
(Ser. # 10037A)

Wm. S. Talmadge (1/2 INT.)
JAS. W. Stocker et ux. (")
(Ser. #9912A)

7
T.35R.3E

8

9
T.35R.3E.

BANNING-WHITEWATER
S.P.R.R.

HIGHWAY

(STATE HIGHWAY)

COUNTY
HIGHWAY

1" = 2000'