

RECLAMATION DISTRICT 1608
LEVEE ENCROACHMENT STANDARDS

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CHAPTER 1
GENERAL PROVISIONS

Section 1.01	Purpose and Authority
Section 1.02	History
Section 1.03	Definitions
Section 1.04	General Prohibitions
Section 1.05	Road

Section 1.01. Purpose and Authority. Reclamation District 1608 is charged by law (California Water Code sections 8700 et seq., and sections 50000 et seq.) with the responsibility of maintaining the levees which border the District on the North, West and South, for purposes of flood control. Promulgation of local reclamation district standards was approved by the State Reclamation Board on June 28, 1977, and was upheld as a police power of the Reclamation District in the matter of Reclamation District 1608 v. Buhari, Superior Court of California, County of San Joaquin, No. 189998. Accordingly, these Standards provide regulations for encroachment on or near the levees in order to aid the District in carrying out that responsibility. The Standards are designed primarily to ensure the integrity of the levees, to provide access for repair of the levees, and to provide capability for inspection of the levees. Therefore, these Standards are to be used as a guide to determine what encroachments will not be permitted and what encroachments, by way of limited construction of structures and the planting of certain specified vegetation, will be permitted specially by issuance of a permit, on and in the vicinity of, levees within the boundaries of Reclamation District 1608.

Section 1.02. History.

A. These Levee Encroachment Standards consolidate and replace those certain Revised Levee Encroachment Standards first adopted in 1977.

B. Due to historical conditions, differences in form of ownership, and reliance on past Standards issued by Reclamation District 1608, these Revised Levee Encroachment Standards do not apply uniformly to all the levees within the boundaries of Reclamation District 1608. Instead, there are hereby defined four areas: The Southeast Levee,

Southwest Levee, Northwest Levee, and Northeast Levee. Each of these is defined in Section 1.03 of these Standards.

Section 1.03. Definitions. As used in these Standards, the following words shall have the following meanings:

A. "Building" means any structure and includes, but is not limited to, eaves, fixed decks, overhangs, and any other permanent part of a building;

B. "District" means Reclamation District 1608 of the State of California;

C. "Standards" means the standards set forth herein and adopted by Reclamation District 1608 to provide regulations for encroachment on or near the levees which border the district;

D. "Levee" means any levee of the District as it now exists or as it may hereafter be modified or reconstructed;

E. "Southeast Levee" means that portion of the levee located along 14 Mile Slough near the southeast boundary of Reclamation District 1608 (see Appendix S; Standard Drawing S-1) and commencing at the west boundary of the Interstate Highway Route No. 5 right-of-way, and running west on 14 Mile Slough to the boundary line between Lot 419 (Tract No. 874, Subdivision of San Joaquin County, Lincoln Village West, Unit No. 7, filed for record in Book of Maps and Plats, Volume 19, Page 1, San Joaquin County Records) and the western edge of Fritz Grupe Park;

F. "Southwest Levee" means that portion of the levee along 14 Mile Slough, commencing where the Southeast Levee leaves off, at the east property line of said Lot 419 adjacent to Fritz Grupe Park, and running westerly and northerly along 14 Mile Slough to the point of intersection with the south end of the levee along the eastern edge of the Lincoln Village West Marina; and then departing from 14 Mile Slough, and running along the levee on the eastern edge of said Marina, to a location approximately 400 feet north of the northern end of the Lincoln Village West Marina, more particularly described in the District's Easement Deed, Instrument No. 85075146;

G. "Northwest Levee" means that portion of the levee beginning along 14 Mile Slough and commencing where the Southwest Levee leaves off approximately 400 feet

north of the northern end of the Lincoln Village West Marina, thence running northerly along 14 Mile Slough to its junction with 5 Mile Slough, and thence easterly along 5 Mile Slough to the east property line of Lot 1843 of Tract No. 1069, Subdivision of San Joaquin County, Lincoln Village West, Unit No. 27, filed for record in Book of Maps and Plats, Volume 21, Page 36, San Joaquin Records, which is the District's cross-levee fence at the northern end of Cumberland Drive;

H. "Northeast Levee" means that portion of the levee along 5 Mile Slough, commencing where the Northwest Levee leaves off at the District's cross-levee fence at the northern end of Cumberland Drive, (the east property line of said Lot 1843), and running easterly along 5 Mile Slough to the west boundary of Swenson Park;

I. "Encroachment" means any tower, pole, pipeline, fence, pump, planting, plant material, vegetation, dump, billboard, bridge, stand or building, or any structure or object of any kind or character which is placed in, under, over, upon or near any portion of any levee or other flood control, flood protection, or drainage works or facility of any kind or in any area of an adopted plan. The term also includes any obstruction to the free flow of water or any construction, enlargement, revetment, or alteration of any levee, embankment, canal, or other excavation in the bed of, or along the banks of, 14 Mile Slough, the Lincoln Village/West Marina, and 5 Mile Slough. It includes, but is not limited to, the use of any land for which the District has acquired a property right by ownership, easement, or otherwise;

J. "Permit" means approval, by means of issuance of permits, as set forth in Chapter 7 of these standards;

K. "Levee Toe Drain" means a subsurface rock and pipeline drainage system located adjacent to the landward levee toe in order to collect and drain water away from water saturated levee soil;

L. "Deck" means any raised flat open platform and includes, but is not limited to, horizontal deck surfaces, sidepanels, beams, columns, foundations, and any other component parts of the deck structure;

M. "Retaining Wall" means any wall, free standing or laterally supported, that bears against earth or other fill to create level areas;

N. "Patio" means an outdoor area paved with concrete or masonry materials which lie on the ground.

Various terms referring to sections of the levee, areas on the levee, and areas within levee lots are shown on the Standard Drawings, inclusive, of these Standards.

Section 1.04. General Prohibitions.

A. No encroachment, of whatever nature, which is not either (1) specifically allowed without a permit by these Standards, or (2) granted a permit in accordance with these Standards, is permitted within the areas where these Standards apply (See Chapters 2, 3, 4, and 5).

B. Typical encroachments which are not permitted, and for which no permit will be issued, include, but are not limited to:

1. Overhead wires, except public utility wires;
2. Septic tanks;
3. Fuel tanks;
4. Wells;
5. Storage of construction material, debris, firewood, or miscellaneous items;
6. Parking (except in the area of the Marina);
7. Swimming pools (Built-in or free-standing);
8. Fish ponds or ornamental pools;

C. For any encroachment which is not specifically covered in these Standards, an application for permit must be submitted, in accordance with Chapter 7, of these Standards.

D. The listing, by way of example, of encroachments which will not be permitted does not imply that unlisted encroachments will be permitted. The general rule is that no encroachments which are not either specifically allowed by these Standards, or allowed by permit, will be permitted.

Section 1.05. Road. The District has constructed a road on the crown of all the levees within its jurisdiction. In the Southwest Levee area, the road is surfaced in decomposed granite, is twelve feet (12') wide, and shall be of a thickness sufficient to satisfy the expected use of the road. Only decomposed granite surfacing may be used in the Southwest Levee Area, except as otherwise provided in this Section 1.05 (see Appendix S; Standard Drawing S-18). The District may put headers along each or either side of the road to aid in preventing spread of the gravel. In the Northwest Levee Area, the Northeast Levee area and the Southeast Levee area, the road may be surfaced in any material or materials, including, but not limited to, gravel or asphalt, which, in the sole discretion of the District, shall be sufficient to satisfy the expected use of the road. No encroachment of any sort shall be allowed on these roads, unless otherwise specifically permitted by these Standards. Additional surfacing may be placed on the road, if approved by permit. Such additional surfacing will not be approved unless, in the District's sole discretion, it is of a type and material which will not interfere with the use of the road for its intended purposes. Any such additional surfacing must be maintained by the owner, and shall not interfere with the use of the access gates. Notwithstanding any other part of the Levee Encroachment Standards, no lawn, grass, groundcover, or other vegetation shall be allowed on the road on the levee crown.

CHAPTER 2 **SOUTHEAST LEVEE**

Section 2.01	Access
Section 2.02	Applicability
Section 2.03	Encroachments Allowed Without Permit.
Section 2.04	Encroachment Allowed Upon Issuance of a Permit

Section 2.01. Access. One of the areas of greatest concern to the homeowner adjacent to the levee is the question of access. Who has access to the levee? Who can physically use the levee and who can encroach upon it? The answer depends on the ownership and any easements which may exist. Any use or encroachment, if allowed at all, is subject to these Standards.

In the Southeast Levee area, the District owns the Levee outright (except for the Fritz Grupe Park parcel), having acquired it from the Lincoln Village Maintenance District and the Pacific Gardens Sanitary District. No member of the public, including the adjacent landowners, is allowed to access the Levee, nor, except by permit issued by the District, encroach on the Levee.

Section 2.02. Applicability. In the Southeast Levee area these standards shall apply to all that area from the landward boundary of the property of the District to the outer edge of the boundary of the District, which outer boundary lies in 14 Mile Slough. The landward boundary of the District's property is the fence at the back of the adjacent homeowners' lots.

Section 2.03. Encroachments Allowed Without A Permit. There shall be no encroachment of any sort within the Southeast Levee area of applicability unless specifically allowed by issuance of a permit.

Section 2.04. Encroachment Allowed Upon Issuance of a Permit.

A. As a general rule, the District will not issue permits for any encroachment in the Southeast Levee area, except that the District, in its sole discretion, may issue a permit for encroachments in accordance with these Standards to an association or governmental

agency which will take responsibility for maintaining any permitted encroachments in accordance with these Standards, over the entire levee area or major segment thereof as determined by the District.

B. All pipes through levees shall conform to Federal regulations and state and local requirements for construction and maintenance, with special restrictions as to depth and side slopes of excavation, depth of installation, cutoff walls, valves, backfill, revetment and such other conditions as may be applicable to the individual project. It is recommended that proper engineering consultation and data be obtained in all such cases.

C. Buried conduits shall be subject to special restrictions similar to those applied to pipe installations.

D. Suitable soil may be placed on or against the landside levee slope, if a permit has been issued approving the method of placing, and the amount of, the material.

E. Poles and appurtenances, including anchors, guys, and cables, belonging to public utilities or public agencies, may be allowed upon issuance of a permit. Generally, such poles, appurtenances, anchors, guys or cables should be located at least ten feet (10') inland of the landward levee toe.

CHAPTER 3
SOUTHWEST LEVEE

Section 3.01	Access
Section 3.02	Applicability
Section 3.03	Encroachments Allowed Without Permit
Section 3.04	Encroachment Allowed Upon Issuance of a Permit

Section 3.01. Access. One of the areas of greatest concern to the homeowner adjacent to the levee is the question of access. Who has access to the levee? Who can physically use the Levee and who can encroach upon it? The answer depends on the ownership and any easements which exist. Any use, or encroachment, if allowed at all, is subject to these Standards.

In the Southwest Levee area, the individual landowner's lots actually extend up over the Levee, and each individual landowner owns the Levee, and therefore, has full access to his or her portion of it; however, the District has an easement over all the lots, granted by the developer prior to the development of the lots. Therefore, any encroachment (any construction, structure, etc.) on the area described in Section 3.02 below must comply with these Standards.

Section 3.02. Applicability. In the Southwest Levee area these Standards shall apply to all that area inland of the levee from the northerly line of the District's easement, as recorded at Page 94 of Book 3304 of San Joaquin County Records, to the outer edge of the boundary of the District, which boundary lies in 14 Mile Slough; and, in that portion of the Southwest Levee area which lies along the eastern edge of the Lincoln Village West Marina, from a line ten feet (10') inland from the landward toe of the levee along the eastern side of said Marina to a line ten feet (10') waterward from the waterward toe of that levee.

Section 3.03. Encroachments Allowed Without Permit. There shall be no encroachment of any sort within the Southwest Levee area of applicability unless specifically allowed by issuance of a permit.

Section 3.04. Encroachment Allowed upon Issuance of a Permit.

A. Vegetation.

1. In general, vegetation may be permitted, upon issuance of a permit, in accordance with Chapter 6 of these Standards. In all areas, any vegetation so permitted must be maintained by the permittee, and the District shall not be responsible for such maintenance.

2. Vegetable gardens may be allowed within ten feet (10') of the levee toe, upon issuance of a permit, provided such gardens meet the following conditions:

a. Such gardens do not interfere with maintenance or inspection of the levee;

b. No more than 25% of the width of the lot, or 15 feet, whichever is smaller, may be planted in large bushy plants such as corn, tomatoes, grapes and peas.

c. There is not a maintenance access road along the levee toe;

d. The adjacent levee slope is not sprayed with herbicide by the District;

e. The levee is not experiencing burrowing rodent activity. If there is burrowing rodent activity in the immediate vicinity, the vegetable garden permittee shall control the rodents to the satisfaction of the District or remove the garden;

f. Vegetable gardens must be maintained and kept pruned; and

g. Composting of materials will not be allowed on the levee section or within ten feet (10') of the levee toe.

3. Vegetable gardens may be allowed on the levee slope, upon issuance of a permit, provided such gardens meet the following conditions:

a. All of the conditions specified in 3.04.A.2 above;

b. No vegetable gardens will be allowed to be planted directly in the native levee material;

c. All gardens must be planted in planter boxes which are twenty-four inches (24") or less in height and which do not extend more than twelve inches (12") into the ground and does not intersect the extended plane of the levee slope; and

d. Planter boxes must be backfilled with suitable soil in a manner approved by permit.

4. The District may require the removal of a permitted vegetable garden if at any time the requirements of these Standards are not met; or if it is deemed the vegetable garden poses a threat to the integrity of the levee; or the vegetable garden interferes with the regular maintenance and inspection of the levees.

B. Steps on the levee may be permitted, upon issuance of a permit, if such steps meet the following standards:

1. Any steps on a levee, other than wooden flights as hereinafter provided, shall be of concrete or of rock or brick embedded in concrete, and shall be built into the levee slope so as to be flush with the slope or not more than twelve inches (12") above the slope on the landward or waterward sides where the adjacent area is landscaped, and provided the landscaping is maintained;

2. No steps shall be dug into the theoretical levee slope to a depth greater than twelve inches (12");

3. Wooden steps may be permitted on the landward or waterward sides of the levee slope provided they conform to dimensional restrictions for concrete and masonry steps and do not interfere with maintenance. The area adjacent to such wooden steps shall be landscaped and maintained so that weed or brush removal is not required. The owner or applicant shall be responsible for maintenance of said structures and for the protection from erosion of the levee slope under such structures.

C. Horizontal walkways and decks may be permitted upon issuance of a permit, if they meet the following standards:

1. Horizontal wooden or concrete walkways or decks may be permitted on landward or waterward sides of the levees, if they do not cut into the levee theoretical section or interfere with maintenance, or with visibility of the levee and levee toe for purposes of inspection. Interference with maintenance or visibility will be determined on a case by case basis upon application for a permit. Generally, however, the following are minimum guidelines;

Horizontal wooden decks and the area under the decks shall be readily accessible. For purposes of this subsection C., the meaning of "accessible" includes clearly visible from the crown of the levee, whether by a person on foot or in a vehicle. The area from the deck to the ground shall not be enclosed, whether by structures, curtain walls, or otherwise. The total width of horizontal walkways and decks shall be limited to a maximum of fifty percent (50%) of the longitudinal distance along the levee on any lot (see Appendix S; Standard Drawings S-15 & S-16). Deck construction shall be such that the ground underneath is accessible for maintenance; and therefore, at least fifty percent (50%) of the deck area (a greater percentage may be required by the District; such percentage will be specified in the permit) for wooden decks shall be composed of readily removable sections for inspection and maintenance of the ground underneath. The area of the deck which is readily removable shall be removable in sections (but not more than six (6) sections), each of which does not exceed 200 pounds total weight, and each of which can be carried by hand. No roofed structures, or walls more than two (2) feet above the deck surface, will be permitted, except that open frames which support lightweight sunshade materials and which are not permanently affixed to the deck or to each other, which are constructed in such a fashion as to be readily removable, and each of which does not exceed two hundred (200) pounds total weight, and each of which can be carried away by hand, may be permitted. Upon notice of Reclamation District 1608 of the need for inspection or maintenance, property owners having such facilities shall immediately remove the panels and deck sections requested by the District for the period of time deemed necessary by Reclamation District 1608; (Amended, Res. 97-09).

2. Decks shall not extend waterward in such a manner as to extend over the landward edge of the riprap, since the covering of any portion of the riprap interferes with maintenance and visibility. The prohibition expressed in this subsection shall not apply to decks built, and for which an application for permit was pending on July 6, 1984, except that any such decks, if repaired or rebuilt, by more than 50%, shall be repaired or rebuilt to conform to this prohibition, and any other conditions set forth on the permit, and further except that the District shall have the right to remove, or direct the owner to remove, either

removal being at the owner's cost, any such deck or any necessary portion of such deck, without liability, for costs, damages, repair, or replacement to the District. The discretion as to the necessity for such removal shall be in the District's sole judgement;

3. Maintenance work around such structures shall be done by the applicant or owner. Slopes under walkways or decks shall be properly protected from erosion and kept free of weeds and brush;

4. All walkways connecting between house or deck and the levee, and all deck extensions within the levee theoretical section shall preferably be constructed such that they are readily detachable and removable with ordinary equipment in the event that removal is necessary for access to the landward or waterward sides of the levee.

If any such walkway or deck extension is not readily detachable and removable with ordinary equipment, the District shall have the right to remove it without liability for cost, damages, or replacement in the event removal is necessary, in the District's sole judgment, for access to the landward or waterward sides of the levee, whether an emergency situation exists or not.

D. Boat ramps, docks, or similar facilities will be allowed, on issuance of a permit. Boat ramps, docks, and similar facilities shall not be cut into the levee section. All such installation on the berm and bank shall be properly maintained by the applicant or owner. Slopes under elevated ramps shall be properly revetted for protection from erosion. Any existing bank revetment shall not be disturbed.

E. All pipes through levees shall conform to Federal regulations and state and local requirements for construction and maintenance, with special restrictions as to depth and side slopes of excavation, depth of installation, cutoff walls, valves, backfill, revetment and such other conditions as may be applicable to the individual project. It is recommended that proper engineering consultation and data be obtained in all such cases.

F. Water pipes and sprinkling systems may be permitted on the landward side, the crown, or the waterward side of the levee section. Any portion of any above-ground system which crosses the crown of the levee shall be easily removable and shall not block the opening of gates. Any valves in any systems or pipes (including hose bibs) shall be

located at least ten feet (10') inland from the landward levee toe. Any pipes shall be buried no deeper than eight inches (8") into the theoretical levee slope, and they shall otherwise meet the conditions and specifications approved by the Central Valley Flood Protection Board. No ditches shall be dug in the levee section for flowing or standing water. Vegetation may be watered by hand or approved sprinkling systems. Watering shall be so controlled as to prevent erosion of the levee slopes. No system which contains pipes or hoses which remain pressurized when not in actual use shall be allowed if the portion or portions of the system which remain pressurized are located in the area between the District's waterward boundary and a line ten feet (10') inland from the levee toe.

G. Buried conduits shall be subject to special restrictions similar to those applied to pipe installations.

H. Suitable soil may be placed on or against the landside levee slope, if a permit has been issued approving the method of placing, and the amount of, the material.

I. No fences parallel to the levee shall be permitted within the District's jurisdiction except as specifically permitted in this paragraph. Parallel open-fabric chain link fences, or open wrought iron fences, kept free of vegetation and of lathe or other coverings, may be allowed between the water's edge and a line ten feet (10') inland from the levee toe, upon issuance of a permit, provided that such fences shall not be located on the crown of the levee, and shall not obstruct the levee road. Further, all such fences shall be so constructed that the fence may be easily removed with ordinary equipment. If such fence is not constructed so as to be readily removed with ordinary equipment, the District shall have the right to remove it without liability for cost, damages, or replacement in the event removal is necessary, in the District's sole judgment, for access to the land side of the levee, whether an emergency situation exists or not. In all levee areas, parallel fences shall be permitted outside the line ten feet (10') inland from the landward levee toe, upon issuance of a permit (see Appendix S; Drawing S-14).

J. Retaining walls, twenty-four inches (24") or less in height, may be permitted on the landward side of the levee (but not on the slopes or crown of the levee) provided the foundation does not extend more than twelve inches (12") into the ground and does not

intersect the extended plane of the landside levee slope.

K. Each levee lot owner may extend a fence along the sidelines of that owner's lot, up the landward face of the levee, across the crown of the levee, and to the water's edge, upon issuance of a permit, subject to the following conditions listed in subsections 1. through 5. below:

1. Fence posts and supports shall not extend a distance greater than twelve inches (12") deep into the theoretical levee section;

2. Each fence shall have a swinging gate of a type that may be easily opened from either side, at least twelve feet (12') in width, which gate shall remain unlocked at all times, and which gate when open will permit passage along the road on the crown of the levee, by motor vehicles, including but not limited to, trucks. Each such gate constructed, reconstructed, or repaired where such repair is greater than 50% of replacement value, in accordance with Section 9.03. of these Standards, shall substantially comply in construction technique with Appendix S; Standard Drawings S-17.1 and S17.2. of these Standards;

3. Such gates will be opened by the lot owner and left open upon request by the District during such times, in the opinion of the District, as immediate access to the road on the crown of the levee may be necessary;

4. Such gates may be opened and shut by the District at intervals when the District may use the road on the crown of the levee for purposes of inspection, maintenance, flood fighting, renovation, construction, or reconstruction of the levee or the road;

5. No portion of any cross-fence in the area from a line ten feet (10') inland from the landward levee toe to the water's edge shall be constructed of masonry or concrete.

L. Buildings shall be allowed, upon issuance of a permit, provided those buildings meet the following conditions:

1. No building foundations shall intersect the theoretical levee section.

2. Buildings shall be set back ten feet (10') from the landside levee toe,

except in the Marina area where the levee is substantially wider than the theoretical levee section, building construction may be permitted on the levee outside of the theoretical levee section and within ten feet (10') of the levee toe (see Appendix S; Drawing S-3 for theoretical levee section).

M. Poles and appurtenances, including anchors, guys, and cables, may be allowed upon issuance of a permit. Generally, such poles, appurtenances, anchors, guys or cables should be located at least ten feet (10') inland of the landward levee toe.

N. Patios which lie upon the ground may be permitted, upon issuance of a permit, on that portion of the land between the landward toe of the levee and a line ten feet (10') inland from the landward toe of the levee, and on the terraced (berm) portion of the waterward side of the levee.

CHAPTER 4

NORTHWEST LEVEE

Section 4.01	Access
Section 4.02	Applicability
Section 4.03	Encroachments Allowed Without Permit
Section 4.04	Encroachment Allowed Upon Issuance of a Permit

Section 4.01. Access. One of the areas of greatest concern to the homeowners adjacent to the levee is the question of access. Who has access to the levee? Who can physically use the levee and who can encroach upon it? The answer depends on the ownership and any easements which exist. Any use, or encroachment, if allowed at all, is subject to these standards.

In the Northwest Levee area, the District owns the levee, and, in fact, all the property described in Section 4.02, below, in fee, having acquired it from the developer. However, the developer also retained an easement, which was then passed on to the individual homeowner.

That easement consists of two parts. The first allows each individual homeowner to encroach (building structures, fences, etc.) on that portion of the District's property between the homeowner's rear property line and the inland edge of the levee crown but only in accordance with these standards. It may interest homeowners along the 14 Mile Slough portion of the Northwest Levee to know that, generally speaking, the fence at the rear of their backyards is not the property line. The property line is, generally, only a few feet from the rear of the house. The fence is, generally, located on the District's property. On the 5 Mile Slough portion of the Northwest Levee, the property line is much closer to the levee. The District has surveyed the property and staked the actual property line.

The second part of the easement allows every homeowner along the Northwest Levee, but not the general public, to access, and go along, by foot and bicycle - but not by motor vehicle, scooter, or powered vehicle - the crown and waterward slope of the whole length of the Northwest Levee.

Section 4.02. Applicability. In the Northwest Levee area, these Standards shall apply to all that area from the rear (closest to the levee) subdivision line of the lots along the levee, to the outer edge of the boundary of the District, which boundary lies in 14 Mile Slough or 5 Mile Slough.

Section 4.03. Encroachments Allowed Without Permit. There shall be no encroachments of any sort within the Northwest Levee area of applicability unless specifically allowed by issuance of a permit.

Section 4.04. Encroachment Allowed Upon Issuance of a Permit.

A. Notwithstanding any other provision of these Standards, no encroachment of any sort, including but not limited to vegetation, shall be permitted in the Northwest Levee in the area between the landward edge of the levee crown and the District's waterward boundary, except that the District, in its sole discretion, may issue a permit for encroachments in accordance with these Standards to an association or governmental agency which will take responsibility for maintaining any permitted encroachments in accordance with these Standards, over the entire levee area or major segment thereof as determined by the District.

B. Vegetation.

1. Vegetation may be permitted, upon issuance of a permit, in accordance with Chapter 6 of these Standards. Any vegetation so permitted must be maintained by the permittee, and the District shall not be responsible for such maintenance.

2. Vegetable gardens may be allowed within ten feet (10') of the landside levee toe, upon issuance of a permit, provided such gardens meet the following conditions:

- a. Vegetable gardens are not permitted on the levee slope;
- b. The gardens do not interfere with maintenance and inspection;
- c. No more than 25% of the width of the lot, or 15 feet, whichever is smaller, may be planted in large bushy plants such as corn, tomatoes, grapes and peas;
- d. There is not a maintenance access road along the levee toe;
- e. The adjacent levee slope is not sprayed with herbicide by the

District; and

f. The levee is not experiencing burrowing rodent activity. If there is burrowing rodent activity in the immediate vicinity, the vegetable garden permittee shall control the rodents to the satisfaction of the District or remove the garden.

3. Notwithstanding Section 4.04.B.2., no vegetable gardens will be allowed along within the area of applicability (See Section 4.02), from the weir at the junction of Five Mile Slough and Fourteen Mile Slough easterly to the District's eastern boundary, as the District regularly applies herbicides in this area.

4. The District may require the removal of a permitted vegetable garden if at any time the requirements of it are deemed the vegetable garden poses a threat to the integrity of the levee; or the vegetable garden interferes with the regular maintenance and inspection of the levee.

C. Steps on the levee may be permitted, upon issuance of a permit, if such steps meet the following standards:

1. Any steps on a levee, other than wooden flights as hereinafter provided, shall be of concrete or of rock or brick embedded in concrete, and shall be built into the levee slope so as to be flush with the slope or not more than twelve inches (12") above the slope where the adjacent area is landscaped, and provided the landscaping is maintained.

2. No steps shall be dug into the theoretical levee slope to a depth greater than twelve inches (12").

3. Wooden steps may be permitted on the landward side of the levee slope provided they conform to dimensional restrictions for concrete and masonry steps and do not interfere with maintenance. The area adjacent to such wooden steps shall be landscaped and maintained so that weed or brush removal is not required. The owner or applicant shall be responsible for maintenance of said structures and for the protection from erosion of the levee slope under such structures.

D. Steps or stairways leading down from any deck or house on the owner's lot shall have the foot of such step or stairways terminate outside the District's property.

E. Pipes and sprinkling systems will be allowed, on issuance of a permit, provided the following conditions are met:

1. All pipes through levees shall conform to Federal regulations and state and local requirements for construction and maintenance, with special restrictions as to depth and side slopes of excavation, depth of installation, cutoff walls, valves, backfill, revetment and such other conditions as may be applicable to the individual project. It is recommended that proper engineering consultation and data be obtained in all such cases;

2. Water pipes and sprinkling systems may be permitted on the landward side of the levee section. Any valves in any systems or pipes shall be located on the lot owner's lot and not on the District's property. Any pipes shall be buried no deeper than eight inches (8") into the theoretical levee slope, and they shall otherwise meet the conditions and specifications approved by the Central Valley Flood Protection Board. No ditches shall be dug in the levee section for flowing or standing water. Vegetation may be watered by hand or approved sprinkling systems. Watering shall be so controlled as to prevent erosion of the levee slopes. No system which contains pipes or hoses which remain pressurized when not in actual use shall be allowed if the portion or portions of the system which remain pressurized are located in the area between the District's waterward boundary and a line ten feet (10') inland from the levee toe.

F. Buried conduits, if allowed by issuance of a permit, shall be subject to special restrictions similar to those applied to pipe installations.

G. Suitable soil may be placed on or against the landside levee slope, if a permit has been issued approving the method of placing, and the amount of, the material.

H. Parallel, open-fabric, chain-link, or open wrought-iron fences, kept free of vegetation and of lath or other coverings, may be permitted only outside a line ten feet (10') inland from the landward levee toe, upon issuance of a permit. Such fences, if allowed, must comply with any conditions on the permit.

I. Retaining walls, twenty-four inches (24") or less in height, may be permitted on the landward side of the levee (but not on the slopes or crown of the levee) provided the foundation does not extend more than twelve inches (12") into the ground and does not intersect the extended plane of the landside levee slope.

J. Cross-fences will not be permitted except that a fence extending along the sidelines of each lot, to, but not up, the levee landward slope, may be allowed provided a permit is issued therefore and the following conditions of subsections J.1. through J.5 are met:

1. Where the fence intersects the landward levee slope, the top of the fence shall continue horizontally, and the bottom of the fence shall follow the slope of the levee (see Appendix S; Standard Drawing S-14);

2. Fence posts and supports shall not extend a distance greater than twelve inches (12") deep into the theoretical levee section;

3. No cross-fence shall be constructed of masonry or concrete;

4. Said cross-fences shall preferably be so constructed that the portion of the fence commencing at a line ten feet (10') inland from the landward toe of the levee and then waterward to the end of the fence will open either in the manner of a gate pivoting on a post placed on the lot line at a point ten feet (10') landward of the landward toe of the levee, or by being constructed as an easily removable section.

If any such fence is not constructed so as to be either readily opened or removed with ordinary equipment, the District shall have the right to remove it without liability for cost, damages, or replacement in the event removal is necessary, in the District's sole judgment, for access to the land side of the levee, whether an emergency situation exists or not;

5. Said cross fences shall preferably be kept unlocked and unobstructed at all times so that the ten feet (10') of such cross fences closest to the landward toe of the levee may be easily removed or swung fully open at all times.

If any such fence is not unlocked or unobstructed, and it shall be necessary, in the District's sole judgment, to pass through such fence for access to the land side of the levee, whether an emergency situation exists or not, the District shall have the right to remove such fence, or lock, or obstruction, without liability for cost, damages, or replacement.

K. Poles and appurtenances, including anchors, guys, and cables, may be allowed upon issuance of a permit. Generally, such poles, appurtenances, anchors, guys or cables should be located at least ten feet (10') inland of the landward levee toe.

L. Patios which lie upon the ground may be permitted, upon issuance of a permit, on that portion of the land lying between a line ten feet (10') inland from the landward toe of the levee and the rear lot line.

M. In that portion of the Northwest Levee which is south of the junction of Fourteen Mile Slough and Five Mile Slough, objects which have a footprint on the ground surface of less than 200 square feet, and which are freestanding, and which are not embedded in, staked to, or otherwise fastened to the ground, and which are readily removable in no more than three sections, each section of which does not exceed 200 pounds total weight, may be permitted upon issuance of a permit, subject to such conditions as the District shall impose, in that area between the rear lot line of the adjacent property owner and a line 10 feet inland from the levee toe.

CHAPTER 5 **NORTHEAST LEVEE**

Section 5.01	Access
Section 5.02	Applicability
Section 5.03	Encroachments Allowed Without a Permit
Section 5.04	Encroachment Allowed Upon Issuance of a Permit

Section 5.01. Access. One of the areas of greatest concern to the homeowners adjacent to the levee is the question of access. Who has access to the levee? Who can physically use the levee and who can encroach upon it? The answer depends on the ownership and any easements which exist. Any use, or encroachment, if allowed at all, is subject to these standards.

In the Northeast Levee area, the District owns the levee, (except for a single parcel near I-5) and, in fact, all the property described in Section 5.02, below. No member of the public, including the adjacent landowner, is allowed to access the levee, nor, except by permit issued by the District, encroach on the levee.

Section 5.02. Applicability. In the Northeast Levee area, these Standards shall apply to all that area from the rear (closest to the levee) subdivision line of the lots along the levee, to the outer edge of the boundary of the District, which boundary lies in 5 Mile Slough.

Section 5.03. Encroachments Allowed Without a Permit. There shall be no encroachment of any sort within the Northeast Levee area of applicability unless specifically allowed by issuance of a permit.

Section 5.04. Encroachment Allowed Upon Issuance of a Permit.

A. As a general rule, the District will not issue permits for any encroachment in the Northeast Levee area, except that the District, in its sole discretion, may issue a permit for encroachment in accordance with these standards over the entire levee area or major

segment thereof, as determined by the District.

B. All pipes through levees shall conform to Federal regulations and state and local requirements for construction and maintenance, with special restrictions as to depth and side slopes of excavation, depth of installation, cutoff walls, valves, backfill, revetment and such other conditions as may be applicable to the individual project. It is recommended that proper engineering consultation and data be obtained in all such cases.

C. Buried conduits shall be subject to special restrictions similar to those applied to pipe installations.

D. Suitable soil may be placed on or against the landside levee slope, if a permit has been issued approving the method of placing, and the amount of, the material.

E. Poles and appurtenances, including anchors, guys, and cables, belonging to public utilities or public agencies, may be allowed upon issuance of a permit. Generally, such poles, appurtenances, anchors, guys or cables should be located at least ten feet (10') inland from the landward levee toe.

F. Patios which lie upon the ground may be permitted, upon issuance of a permit, on that portion of the land lying between a line ten feet (10') inland from the landward toe of the levee and the rear lot line.

CHAPTER 6 VEGETATION

Section 6.01	General
Section 6.02	Background
Section 6.03	General Vegetation Standards
Section 6.04	Maintenance Standards
Section 6.05	Encroachment Applications
Section 6.06	Allowable Vegetation

Section 6.01. General. In all cases where vegetation is allowed by permit, Section 131, Title 23, California Code of Regulations and Sections 6.02 through 6.06 of these Standards shall apply to such vegetation.

Section 6.02. Background. In general, vegetation on or near the levee is discouraged by both Reclamation District 1608 and the Central Valley Flood Protection Board as it can create difficulties in access to the flood control works and in inspection of those works. In times of high wind or under conditions of poor control of the vegetation, it can cause damage to the physical integrity of the levee. However, there is mounting interest on the part of individual landowners in the planting or retaining of vegetation on or near the levee. Accordingly, Reclamation District 1608 has determined that certain types of vegetation are acceptable, provided that such vegetation is planted, retained and maintained in full compliance with the procedures and requirements contained in these standards.

Section 6.03. General Vegetation Standards.

A. All vegetation is subject to removal or destruction without compensation during times of emergency.

B. All vegetation must be limited to non-commercial uses.

C. Any planting or retention of vegetation must be done in accordance with the procedures for granting permits contained in Chapter 7 of these Encroachment Standards.

D. Maintenance of the vegetation will be the responsibility of the owner. Failure on the part of the permittee to maintain the vegetation in a controlled manner will result in

legal action by Reclamation District 1608 to effect removal of the vegetation.

E. No vegetation which hinders the use of the road on the crown of the levee will be allowed.

F. The proposed location of vegetation in general, and of trees in particular, which may block access to that area between the toe of the levee and a line ten feet (10') from the toe of the levee will be carefully reviewed by Reclamation District 1608. Permits for vegetation, which, in the sole discretion of Reclamation District 1608, will block such access, will be denied although the proposed vegetation may meet all other standards set forth herein.

Section 6.04. Maintenance Standards. In order to insure the integrity of the flood control works and to minimize interference with normal inspection and maintenance practices, the following maintenance requirements will be met:

A. All areas, where approved vegetation is allowed, will be cleared of unapproved vegetation and regrowth will be prevented.

B. Trees will be kept pruned so that all branches are at least five feet (5') above the ground level at all points.

C. Plants will be trimmed and maintained to allow maximum visibility for inspection of the levee slope and toe areas.

D. Watering of vegetation will be controlled to prevent erosion of the levee. Excavation into the levee slope for watering basins will be limited to a maximum depth of 12 inches (12").

E. No vegetation will be allowed to exceed forty feet (40') in height, and all vegetation must be properly pruned or otherwise controlled so as not to exceed that height.

Section 6.05. Encroachment Applications. All applications for vegetation encroachment must contain sufficient information to allow complete study of the proposed encroachment. Landscaping plans sufficient to allow complete review by Reclamation District 1608 must be submitted if requested by the District or its representatives.

Section 6.06. Allowable Vegetation. Vegetation which is allowable is that listed as allowable vegetation for levees in accordance with Section 131, Title 23, California Code of Regulations. A copy of this guide is available from the District Engineer.

CHAPTER 7
PERMIT PROCEDURE

Section 7.01	Application
Section 7.02	Copies
Section 7.03	Information
Section 7.04	Number of Encroachments
Section 7.05	Approval
Section 7.06	Condition
Section 7.07	Appeal
Section 7.08	File
Section 7.09	Agreement

Section 7.01. Application. Each applicant for a permit shall first ascertain whether the encroachment or encroachments for which the applicant wished to obtain approval is a type of encroachment for which a permit may be issued, in accordance with these Revised Standards. The applicant must then complete the form titled, "Application for Approval of Plans and/or Encroachment Permit," as provided in Appendix A of these Standards. Each applicant should understand that this application may be directed to the Central Valley Flood Protection Board, and that approval of the Central Valley Flood Protection Board must be obtained for applications directed to that Board. Additional copies of this form may be obtained from the Levee Superintendent for the District.

Section 7.02. Copies. The applicant should submit three (3) completed copies of the application, and three (3) copies of the plot plan and/or applicable building plans to the District's Levee Superintendent. The County Recorder charges fees from time to time for recordation of the Agreement discussed in Section 7.09. below. At the time of application the applicant shall pay to the District the estimated County Recorder fees. Any unused or excess fees will be reimbursed to the applicant.

Section 7.03. Information. All applications for vegetation or structural encroachments must contain sufficient information to allow complete study of the proposed encroachment. Appendix D of these Standards includes examples of a location and plot

plan to be submitted as an enclosure to all applications for encroachment. Appendix D of these Standards includes examples of a location and plot plan to be submitted as an enclosure to all applications for encroachments. These are intended as guides only, to establish the nature of the information required. Applications for structural encroachments shall, in addition to the information required above, include attachments showing all structural foundation details in the levee encroachment area. Correct representation of existing conditions is the responsibility of the applicant.

Section 7.04. Number of Encroachments. Each application may be for any number of encroachments as long as sufficient information to allow complete study of all proposed encroachments is included.

Section 7.05. Approval.

A. Applications for encroachments which are allowed by these revised standards may be approved solely by the District, without further approval required by the Central Valley Flood Protection Board. After review, establishment of conditions, if any, and approval by the District, the District will return the application to the applicant. An approved application shall constitute a permit. No application will be approved until the Agreement required by Section 7.09 of these standards is recorded. No construction shall commence until a permit is issued.

B. Applications for encroachments which require approval by the Central Valley Flood Protection Board, must be transmitted to the Central Valley Flood Protection Board. Such application must first be submitted to the District, which shall review them, establish such conditions as may be necessary, and endorse them as recommended for approval or as not recommended for approval. The application shall then be returned to the applicant, who shall forward the application to the Central Valley Flood Protection Board for its review. No application will be endorsed until the agreement required by Section 7.09 of these Standards is recorded. Upon approval by the Central Valley Flood Protection Board, and return of the Central Valley Flood Protection Board Permit to the applicant, the applicant

shall return a copy of that permit to the District. No construction shall commence until a permit has been issued.

Section 7.06. Conditions. As a condition of the permit, the owner or applicant shall be required to maintain the landward and/or waterside slope of the levee. No encroachment, whether landward side, waterward side or on the levee crown shall impair or hinder the maintenance, repair, or construction of the levee, or the road, or travel thereon by District equipment or personnel. All encroachments shall be at the risk of the owner or applicant. In the event maintenance, construction, or reconstruction of the levee which is made more costly because of any encroachment than it would be otherwise, the owner or applicant shall pay all such additional cost. The District may add other conditions to the permit in its sole discretion.

Section 7.07. Appeal. In the event of dissatisfaction or disagreement by any owner, or other interested party, with an administrative decision rendered by an employee or District with reference to any matter included within these standards, the complaining party shall, at his request, be heard by the Trustees of District and the decisions of the Board of Trustees shall be final.

Section 7.08. File. The District shall keep a copy of all permits issued.

Section 7.09. Agreement.

A. Because of the special conditions applicable in the District, prior to the issuance of any permit or the endorsement of any application for permit by District allowing any encroachment, and as a condition to the issuance of said permit, the owner of the subject lot shall execute an agreement between said owner and District which agreement shall be acknowledged the owner and District, subordinated to any encumbrances affecting the subject lot and recorded in the official records of the County of San Joaquin.

B. The agreement mentioned in Subsection 7.09.A. of these Standards shall

provide for, among other things, the following:

1. Such agreements shall contain a recital that the use of the subject lot or other interest in land of concern is subject to the Encroachment Standards of Reclamation District 1608.

2. As to any encroachment not expressly permitted to be maintained by permits issued by the Central Valley Flood Protection Board and District, or by these Standards, said agreement shall provide that District may remove said encroachments and District shall be granted express permission by Owner, to enter Owner's property and to remove, without notice to owner and without liability to owner, any such encroachment. Such agreement shall further provide that in the event District removes such an encroachment, owner shall promptly pay to District, upon presentation of a statement, the actual cost of removing such encroachment.

3. Such agreement shall further provide that District shall also have the right to obtain the removal of any encroachment not permitted by these Standards and by valid permits by appropriate judicial proceeding, including any preliminary relief which may be proper.

4. When such agreement has been recorded in connection with issuance of the first permit for any lot or of interest in land, such agreement need not be made or recorded for subsequent permits. Examples of the form of agreements mentioned herein are included as Appendices B and C to these Standards.

CHAPTER 8
PROCEDURE FOR VIOLATIONS

Section 8.01	History
Section 8.02	Procedures
Section 8.03	Special Procedures Relative to Vegetation

Section 8.01. History. The procedure for violations set forth in this Chapter 7 supersedes that procedure adopted by Resolution 82-83-4 of the Board of Trustees of Reclamation District 1608 on February 4, 1984.

Section 8.02. Procedures.

A. Upon report of any alleged violation of the levee Encroachment Standards, the Levee Superintendent for the District shall investigate the allegations, or, the Levee Superintendent for the District may investigate any potential violation on his or her own initiative.

B. The Levee Superintendent, with input as required from the District Engineer, shall prepare a letter to the owner(s) of the affected property, setting forth the violations and what must be done to correct them.

C. Prior to the next subsequent regular monthly meeting of the Board of Trustees, the Levee Superintendent, supported as required by the District Engineer, shall again investigate the violation, and shall report to the Board at that meeting.

D. If the violations have not been corrected by that meeting, the Attorney for the board shall send a letter to the owner(s) of the affected property, which shall request the Owner of the property to appear before the Board at the next subsequent regular monthly meeting of the District to show cause why the Board should not direct the Attorney for the District to commence appropriate court proceedings. That hearing shall be called the "show cause" hearing.

E. Prior to the show cause hearing, the Levee Superintendent, supported as required by the District Engineer, shall again investigate the violations. At the show cause hearing, the Board shall hear the report of the Levee Superintendent, supported as required

by the District Engineer, and of the affected owner(s), if present, and shall either:

1. Find the violations corrected;
2. Extend the time to correct specified violations; or
3. Direct the Attorney or Levee Superintendent to take appropriate action.

F. All letters to owner(s) shall be by first class mail.

G. In addition to, or in lieu of, directing the Attorney for the District to commence appropriate court proceedings, the Board may, after the show cause hearing, revoke any permit held by any owner(s) of the affected property, and may thereafter direct the Attorney to commence appropriate proceedings to have all encroachments not permitted removed.

Section 8.03. Special Procedures Relative to Vegetation;

A. Notwithstanding any of the procedures specified in this Chapter 8, where the violation consists of unpruned, or insufficiently maintained vegetation, the Levee Superintendent shall attempt to contact the owner(s) of the affected property by any means available.

CHAPTER 9
VARIANCES AND NON-CONFORMING STANDARDS

Section 9.01	General
Section 9.02	Procedure
Section 9.03	Nonconforming Encroachment

Section 9.01. General. Occasions may arise when an applicant, either upon appeal after denial of a request for a permit in accordance with Chapter 7, or prior to an initial request for a permit, feels that these standards do not or should not apply to a particular factual situation. In such event, the applicant may, by submission of a written request to the Board of Trustees of District, request a variance from these Standards, in accordance with the procedure set forth in Section 9.02.

Section 9.02. Procedure.

A. Application shall be made in writing by the property owner or his/her authorized agent, accompanied by such data and information as may be necessary to fully describe the request.

B. A filing and investigation fee may be prescribed by the Board of Trustees by resolution, and if so established, shall be paid upon submission of the application.

C. Upon the filing of an application for variance, the Secretary shall set the matter for hearing before the Board of Trustees. A written notice of hearing shall be mailed at least ten calendar days prior to the hearing to all property owners, any part of whose property lies within a radius of three hundred feet of the applicant's property, using for this purpose the names of such owners as shown on the last equalized assessment roll, or alternatively, from such other records of the assessor or the tax collector as contain more recent addresses. Failure to receive the notice required by this section shall not invalidate the action of the Board of Trustees.

D. The Board of Trustees shall have the power to grant variances when it finds and determines that all of the following circumstances apply:

1. That any variance granted shall be subject to such conditions as will

assure that the adjustment thereby authorized shall not constitute a grant of special privilege inconsistent with the limitations upon other properties in the vicinity of the subject property;

2. That because of special circumstances applicable to the subject property, including size, shape, topography, location or surroundings, the strict application of the Standards is found to deprive the subject property of privileges enjoyed by other properties in the vicinity;

3. That the granting of such variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity of the subject property;

4. That the granting of such variance will be in conformity with the general purpose and intent of these Standards.

E. Any variance granted or approved by the Board of Trustees involving the erection, alteration, or enlargement of a building or structure is null and void after the expiration of one year from the date the variance is granted unless the building or structure is completed within this time. The Board of Trustees, for good cause shown, may extend the one-year period for not longer than an additional six months upon application in writing being made before expiration of the variance.

F. The Board of Trustees may condition the issuance of a variance, and/or may require another or special agreement pursuant to Section 7.09.

Section 9.03. Nonconforming Encroachment.

A. Where an encroachment exists which is not permitted by these Standards, but which was allowed at the time it was created, it may continue to exist so long as it is not destroyed, damaged, or replaced to the extent of fifty percent (50%) or more of its replacement value at that time. In the event of such damage, destruction, or replacement to the extent of fifty percent (50%) or more of replacement value, it shall be required to comply with these Standards, including, but not limited to, applicable requirements for a permit.

CHAPTER 10
MISCELLANEOUS

Section 10.01	No Mandatory Duty of Care
Section 10.02	Severability

Section 10.01. No Mandatory Duty of Care. These Standards are not intended to and shall not be construed or given effect in a manner that imposes upon the District, or any officer or employee thereof, a mandatory duty of care towards persons or property within the District or outside of the District so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 10.02. Severability. If any provision of these standards or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of these Standards which can be given effect without the invalid provision or application. To this end, the provisions of these Standards are severable. The Board of Trustees hereby declares that it would have adopted these Standards irrespective of the invalidity of any particular portion thereof.

APPLICATION FOR APPROVAL OF PLANS AND/OR ENCROACHMENT PERMIT

1. **Application to the Reclamation District 1608 for approval to** _____

2. **Please check exhibits accompanying application.**

- a. Location or vicinity map showing location of proposed work within the RD1608 area of responsibility, to permit visitation and inspection of work. Provide a marked-up copy of the RD1608 Boundary Map contained within the RD1608 Levee Encroachment Standards (Appendix E-1) to convey the appropriate location information (follow directions cited in Appendix E-1).
- b. A complete plan view and cross section of the proposed work, to scale, showing: dimensions; materials of construction and/or vegetative plantings; irrigation system; location of levee crown, toe and side slopes; relationship of the proposed work to the levee, adjacent home, RD1608 easement lines, and property lines; and any other notable feature within the lot.
- c. A cross section of the levee, berm, and stream area with dimensions and elevations of the levee crown, levee toes, floodplain, low water levee, etc., with reference to the U.S. Geological Survey, U.S. Corps of Engineers, or other datum generally used within the locale.
- d. Profiles of existing or proposed levees, fills, or other obstructions in the stream or overflow area with reference to the U.S. Geological Survey, U.S. Corps of Engineers, or other datum generally used within the locale.

3. **Please Print or Type:**

Name of Applicant _____ Address-Zip Code _____ Telephone Number _____
 _____ Office _____ Home _____
 Signature _____ Date _____

4. **Endorsement**

We, the Trustees of Reclamation District 1608 at its meeting held on the _____ day of _____, 20____, hereby

APPROVE and give consent to the execution of the encroachment permit subject to the following conditions:

- Conditions listed on the back of this form
- Additional attached conditions.
- No conditions

DENY the application for the following reasons:

Date _____

Board of Trustees,
Reclamation District 1608

5. Name and address of owners of adjacent land parcels sharing a length of point of common boundary with the land upon which the contents of this application apply.

<u>Name</u>	<u>Address</u>	<u>Zip Code</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Conditions:

1. Comply with Reclamation District 1608 Levee Encroachment Standards.
2. Submit new application for any future encroachment within ten (10) feet of levee toe.

SEE ATTACHED ADDITIONAL CONDITIONS. IF BOX CHECKED ON FRONT PAGE

3. _____
 4. _____
 5. _____
 6. _____
 7. _____
-
-

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

NEUMILLER & BEARDSLEE
POST OFFICE BOX 20
STOCKTON, CALIFORNIA 95201-3020
ATTN: JOHN W. STOVALL

AGREEMENT RELATIVE TO CERTAIN ENCROACHMENTS
ON EASEMENT OF RECLAMATION DISTRICT 1608
(FOR USE IN SOUTHWEST LEVEE AREA)

THIS AGREEMENT is made this ____ day of _____, _____, between RECLAMATION DISTRICT 1608, a political subdivision of the State of California, herein called "District", and _____, herein called "Owner".

WHEREAS, Owner is the owner of that property described as Lot ____ as shown in the Map of Tract _____, Lincoln Village West, Unit No. _____, filed for record in Book of Maps and Plats, Vol. _____, Page _____, San Joaquin County Records, with APN No.: _____, and with street address _____,

hereinafter referred to as "Lot"; and

WHEREAS, District is the owner of an easement across said lot and adjacent lots, which easement was granted to District by an easement Deed dated May 12, 1969, recorded at Page 94 of Book 3304 of Official Records of San Joaquin County, and in which deed the easement is known as Easement A, and which is hereinafter referred to as "Easement", and

WHEREAS, District does not need all of said easement for its purposes, and finds the excess of such Easement to be valueless; and

WHEREAS, the use of said lot is subject to the Revised Levee Encroachment Standards of the District; and

WHEREAS, Owner desires to place and/or maintain certain encroachment(s) on or about the easement granted to District; and

WHEREAS, the placing and/or maintaining of said encroachment(s) requires a permit either from the Central Valley Flood Protection Board of the State of California, and/or from District, and Owner has submitted an application for such permit;

NOW, THEREFORE, in consideration of the mutual promises and considerations herein, it is agreed as follows:

1. Definitions. As used in this Agreement, the following words shall have the following meanings.

A. "Levee" means the flood control levee of Reclamation District 1608 as it crosses the lot, as such levee now exists or as it may hereafter be modified or reconstructed.

B. "Standards" means the Revised Levee Encroachment Standards for Reclamation District 1608 as they are now, or may hereafter be modified; the Current Standards are incorporated herein as though set forth in full, and a copy thereof is available at the offices of the District.

2. Compliance with Standards and Permits and Right to Remove. Owner shall comply with all terms and provisions of the Standards as the same now exist, or as they may hereafter from time to time be amended, and with the terms and conditions of the permits issued to Owner by the Board or by the District. Owner understands and agrees that non-compliance may result in revocation of the permit(s) issued by the District. Any encroachment(s) on or about the levee or the easement of District which are not expressly permitted to be maintained by both the Standards and by valid permit(s) may be removed by District, and Owner hereby grants the District express permission to enter Owner's property and easement, and to remove any such encroachment(s), if such encroachment(s) are not removed by Owner within thirty days of notice to remove given by District to Owner, without liability to Owner; provided, however, that in case of emergency, no such notice need be given and entry and removal by the District may be immediate, without liability to Owner.

3. Payment. Owner hereby agrees that in the event District removes any encroachment(s) as specified in Paragraph 2 of this Agreement, Owner will promptly pay to District, upon presentation of a statement, the actual cost of removing such encroachment(s).

4. Right to Compensation. District hereby agrees, in the event the Standards are subsequently amended so as to cause any encroachment(s), which was in accordance with the Standards at the time it was emplaced, and which has a valid permit(s) issued by the Board, to be not in accordance with amended Standards, that the encroachment(s) shall be allowed to remain and shall not be subject to the provision of Paragraphs 2 and 3 of this document, unless the District shall determine that such encroachment(s) is a danger to the control of flooding or the maintenance of the levee, in which event the District shall remove such encroachment(s) at the District's expense, and shall reimburse Owner therefor in accordance with law.

5. Removal by Judicial Proceedings. District shall have the right to obtain removal of any encroachment(s) not permitted by the Standards and by valid permit(s) issued by the Board, by appropriate judicial proceeding, including any preliminary relief which may be proper.

6. Subordination. This Agreement shall be subordinate to any encumbrances of record prior to date of execution of this Agreement, affecting this lot, and shall be recorded in the Official Records of the County of San Joaquin.

7. Affect on Other Requirements and Regulations. It is agreed that the execution of this document shall in no way diminish or affect the rights and powers of District under the Easement and as granted to District by applicable provisions of California law.

8. Release of Portion of Easement. District hereby remises, releases, and forever quitclaims to Owner any interest it may have in all that portion of the easement which lies northerly of a line lying ten feet (10') northerly of the northerly toe of the levee, and within the boundaries of the Owner's lot.

9. Modification of Easement. This Agreement constitutes a modification of the Easement held by District, and Owner(s) consent to the terms and conditions hereof as modifications of the Easement over the Lot.

10. Toe Drain. Owner is reminded that a levee toe drain crosses a portion of Owner's lot, and that acceptable construction standards require correct placement of foundations in the vicinity of such drains. Owner and District agree that District shall in no manner be responsible for or incur any liability whatsoever for any damages of any nature arising out of or resulting from the presence of said toe drain or construction in the vicinity of said toe drain.

11. Binding on Successors. This Agreement shall extend to and be binding upon the heirs, successors, administrators and assigns of the Owner and any successor of District.

Executed at Stockton, California.

"DISTRICT"

RECLAMATION DISTRICT 1608

By: _____
President, Board of Trustees

"OWNER"

By: _____

[Acknowledgements on Following Pages]

State of California California)
)
County of San Joaquin)

On _____, before me, _____, a Notary Public, 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.

State of California California)
)
County of San Joaquin)

On _____, before me, _____, a Notary Public, 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.

State of California California)
)
County of San Joaquin)

On _____, before me, _____, a Notary Public, 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.

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

NEUMILLER & BEARDSLEE
POST OFFICE BOX 20
STOCKTON, CALIFORNIA 95201-3020
ATTN: JOHN W. STOVALL

AGREEMENT RELATIVE TO CERTAIN ENCROACHMENTS
ON LAND OF RECLAMATION DISTRICT 1608
(FOR USE IN NORTHWEST LEVEE AREA)

THIS AGREEMENT is made this ____ day of _____, _____, between RECLAMATION DISTRICT 1608, a political subdivision of the State of California, herein called "District", and _____, herein called "Owner".

WHEREAS, Owner is the owner of that property described as Lot _____ as shown in the Map of Tract _____, Lincoln Village West, Unit No. _____, filed for record in Book of Maps and Plats, Vol. _____, Page _____, San Joaquin County Records, with APN No.: _____, and with street address _____,

hereinafter referred to as "Lot"; and

WHEREAS, District is the owner of the land to the rear of said lot and adjacent lots and on a portion of which the flood control levee of District lies; and

WHEREAS, Owner has been granted an easement to use said land of the District, on the terms and conditions of that easement;

WHEREAS, the use of said easement is subject to the Revised Levee Encroachment Standards of the District; and

WHEREAS, Owner desires to place and/or maintain certain encroachment(s) on or about the easement over the land of District; and

WHEREAS, the placing and/or maintaining of said encroachment(s) requires a permit either from the Central Valley Flood Protection Board of the State of California, and/or from District, and Owner has submitted an application for such permit to the District;

NOW, THEREFORE, it is agreed as follows:

1. Definitions. As used in this Agreement, the following words shall have the following meanings:

- A. "Levee" means the flood control levee of Reclamation District 1608, as such levee now exists or as it may hereafter be modified or reconstructed.
- B. "Standards" means the Revised Levee Encroachment Standards for Reclamation District 1608 as they are now, or may hereafter be modified; the Current Standards are incorporated herein as though set forth in full, and a copy thereof is available at the District offices.
- C. "Board" means the Central Valley Flood Protection Board of the State of California.

2. Compliance with Standards and Permits and Right to Remove. Owner shall comply with all terms and provisions of the Standards as the same now exist, or as they may hereafter from time to time be amended, and with the terms and conditions of the Permits issued to Owner by the Board or by the District. Owner understands and agrees that non-compliance may result in revocation of the permit(s) issued by the District. Any encroachment(s) on or about the levee or the easement of District which are not expressly permitted to be maintained by both the Standards and by valid permit(s) may be removed by District, and Owner hereby grants the District express permission to enter Owner's property and easement, and to remove any such encroachment(s), if such encroachment(s) are not removed by Owner within thirty days of notice to remove given by District to Owner, without liability to Owner; provided, however, that in case of emergency, no such notice need be given and entry and removal by the District may be immediate, without liability to Owner.

3. Payment. Owner hereby agrees that in the event District removes any encroachment(s) as specified in Paragraph 2 of this Agreement, Owner will promptly pay to District, upon presentation of a statement, the actual cost of removing such encroachment(s).

4. Removal by Judicial Proceedings. District shall have the right to obtain removal of any encroachment(s) not permitted by the Standards and by valid permit(s) issued by the Board, by appropriate judicial proceeding, including any preliminary relief which may be proper.

5. Subordination. This Agreement shall be subordinate to any encumbrances of record prior to date of execution of this Agreement, affecting this lot, and shall be recorded in the Official Records of the County of San Joaquin.

6. Affect on Other Requirements and Regulations. It is agreed that the execution of this document shall in no way diminish or affect the rights and powers of District under the easement and as granted to District by applicable provisions of California law.

7. It is agreed that, to the extent permitted by law, this Agreement is a covenant running with the land owned by District and Owner in that it is a covenant by District to allow certain actions and encroachment to be done and made on the land of District, and which actions and encroachment are for the benefit of the land owner by Owner(s).

8. Binding on Successors. This Agreement shall extend to and be binding upon the heirs, successors, administrators and assigns of the Owner and any successor of District.

Executed at Stockton, California.

"DISTRICT"

RECLAMATION DISTRICT 1608

By: _____
President, Board of Trustees

"OWNER"

By: _____

[Acknowledgements on Following Pages]

State of California California)
)
County of San Joaquin)

On _____, before me, _____, a Notary Public, 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.

State of California California)
)
County of San Joaquin)

On _____, before me, _____, a Notary Public, 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.

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State of California California)
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County of San Joaquin)

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RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

NEUMILLER & BEARDSLEE
POST OFFICE BOX 20
STOCKTON, CALIFORNIA 95201-3020
ATTN: JOHN W. STOVALL

AGREEMENT RELATIVE TO CERTAIN ENCROACHMENTS
ON LAND OF RECLAMATION DISTRICT 1608
(FOR USE IN NORTHEAST AND SOUTHEAST LEVEE AREA)

THIS AGREEMENT is made this ____ day of _____, _____, between RECLAMATION DISTRICT 1608, a political subdivision of the State of California, herein called "District", and _____, herein called "Owner".

WHEREAS, Owner is the owner of that property described as Lot ____ as shown in the Map of Tract _____, Lincoln Village West, Unit No. _____, filed for record in Book of Maps and Plats, Vol. _____, Page _____, San Joaquin County Records, with APN No.: _____, and with street address _____,

hereinafter referred to as "Lot"; and

WHEREAS, District is the owner of the land to the rear of said lot and adjacent lots and on a portion of which the flood control levee of District lies; and

WHEREAS, Owner desires to place and/or maintain certain encroachment(s) on or about the land of District; and

WHEREAS, the placing and/or maintaining of said encroachment(s) requires a permit either from the Reclamation Board of the State of California, and/or from District, and Owner has submitted an application for such permit to the District;

NOW, THEREFORE, it is agreed as follows:

1. Definitions. As used in this Agreement, the following words shall have the following meanings:

A. "Levee" means the flood control levee of Reclamation District 1608, as such

levee now exists, or as it may hereafter be modified or reconstructed.

- B. "Standards" means the Revised Levee Encroachment Standards for Reclamation District 1608 as they are now, or may hereafter be modified; the Current Standards are incorporated herein as though set forth in full, and a copy thereof is available at the District offices.
- C. "Board" means the Central Valley Flood Protection Board of the State of California.

2. Compliance with Standards and Permits and Right to Remove. Owner shall comply with all terms and provisions of the Standards as the same now exist, or as they may hereafter from time to time be amended, and with the terms and conditions of the Permits issued to Owner by the Board or by the District. Owner understands and agrees that non-compliance may result in revocation of the permit(s) issued by the District. Any encroachment(s) on or about the levee or the easement of District which are not expressly permitted to be maintained by both the Standards and by valid permit(s) may be removed by District, and Owner hereby grants the District express permission to enter Owner's property and easement, and to remove any such encroachment(s), if such encroachment(s) are not removed by Owner within thirty days of notice to remove given by District to Owner, without liability to Owner; provided, however, that in case of emergency, no such notice need be given and entry and removal by the District may be immediate, without liability to Owner.

3. Payment. Owner hereby agrees that in the event District removes any encroachment(s) as specified in Paragraph 2 of this Agreement, Owner will promptly pay to District, upon presentation of a statement, the actual cost of removing such encroachment(s).

4. Removal by Judicial Proceedings. District shall have the right to obtain removal of any encroachment(s) not permitted by the Standards and by valid permit(s) issued by the Board, by appropriate judicial proceeding, including any preliminary relief which may be proper.

5. Subordination. This Agreement shall be subordinate to any encumbrances of record prior to date of execution of this Agreement, affecting this lot, and shall be recorded in the Official Records of the County of San Joaquin.

6. Affect on Other Requirements and Regulations. It is agreed that the execution of this document shall in no way diminish or affect the rights and powers of District under the easement and as granted to District by applicable provisions of California law.

7. It is agreed that, to the extent permitted by law, this Agreement is a covenant running with the land owned by District and Owner in that it is a covenant by District to allow

certain actions and encroachment to be done and made on the land of District, and which actions and encroachment are for the benefit of the land owner by Owner(s).

8. Binding on Successors. This Agreement shall extend to and be binding upon the heirs, successors, administrators and assigns of the Owner and any successor of District.

Executed at Stockton, California.

"DISTRICT"

RECLAMATION DISTRICT 1608

By: _____
President, Board of Trustees

"OWNER"

By: _____

[Acknowledgements on Following Pages]

State of California California)
)
County of San Joaquin)

On _____, before me, _____, a Notary Public, 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.

State of California California)
)
County of San Joaquin)

On _____, before me, _____, a Notary Public, 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.

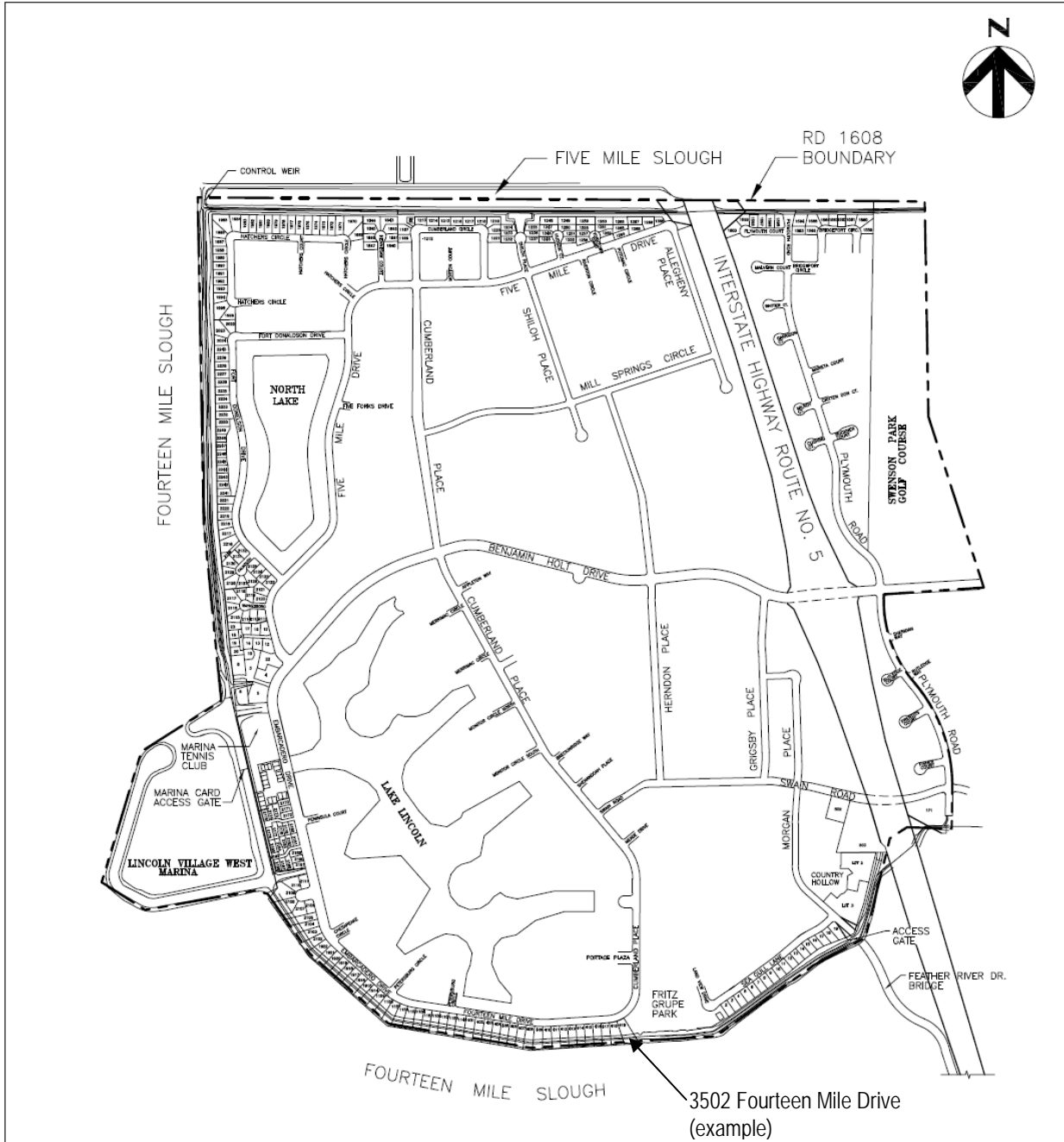
WITNESS my hand and official seal.

State of California California)
)
County of San Joaquin)

On _____, before me, _____, a Notary Public, 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.

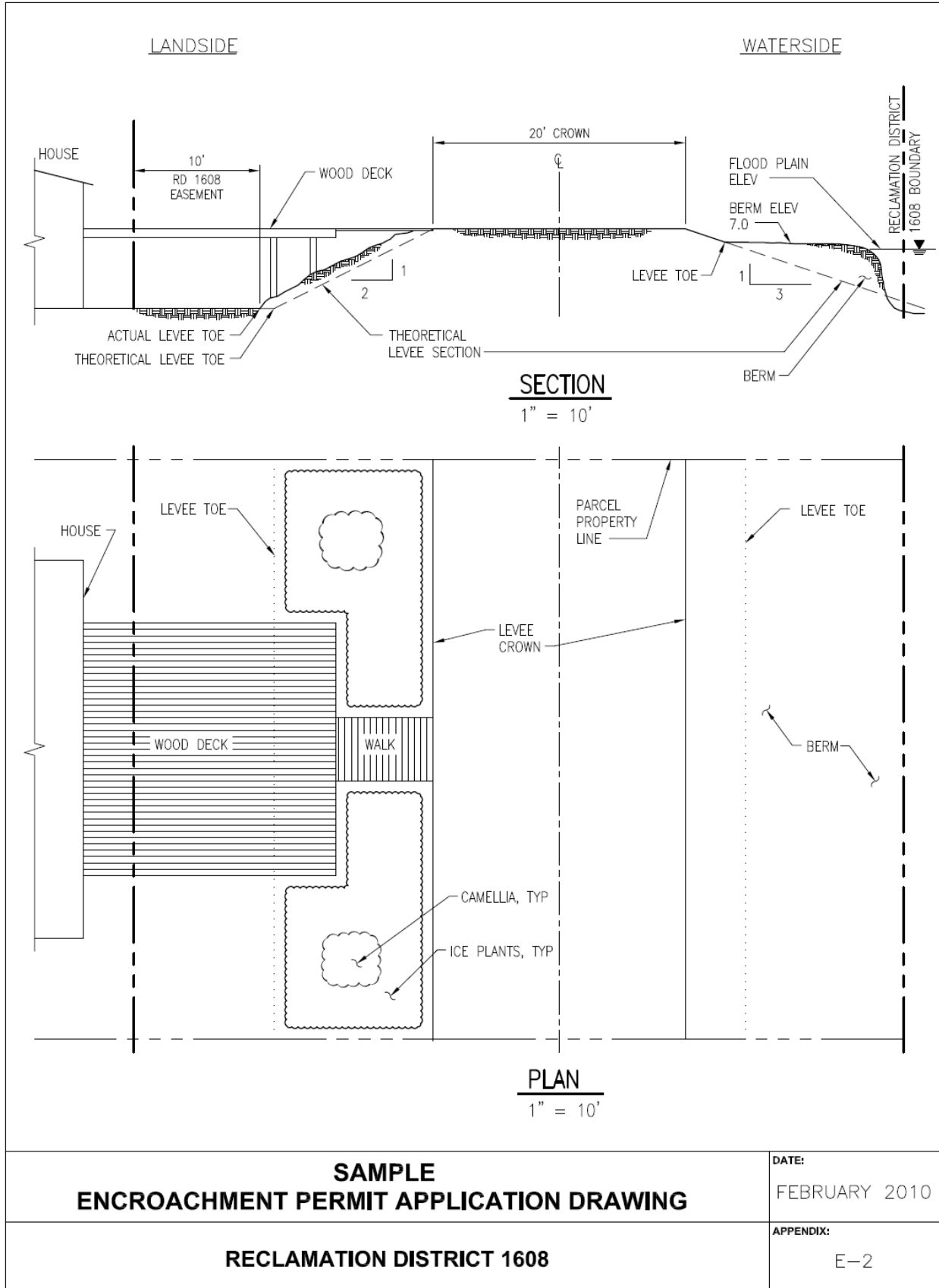
WITNESS my hand and official seal.



Notes:

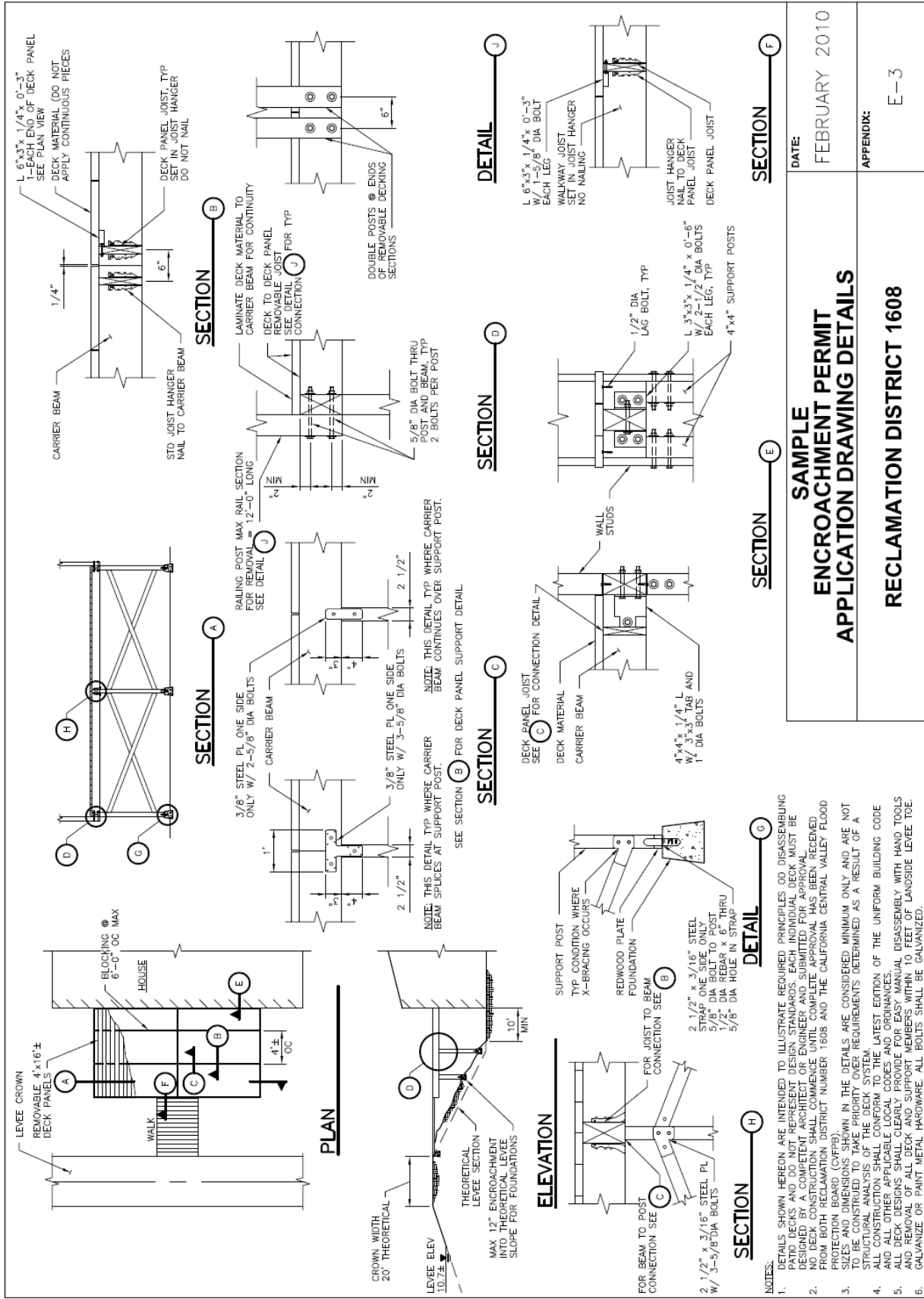
1. Provide address of lot for which Levee Encroachment Permit is being requested on this map.
2. Draw an arrow from the address provided to the location of the lot as shown on this map (see example above).
3. Attach annotated map to Levee Encroachment Permit Application.

LOCATION OF REQUESTED LEVEE ENCROACHMENT PERMIT	DATE: MARCH 2013
RECLAMATION DISTRICT 1608	APPENDIX: E-1



Rev: 3-1-13

F:\03950\069\DistStds04.doc
492151-4

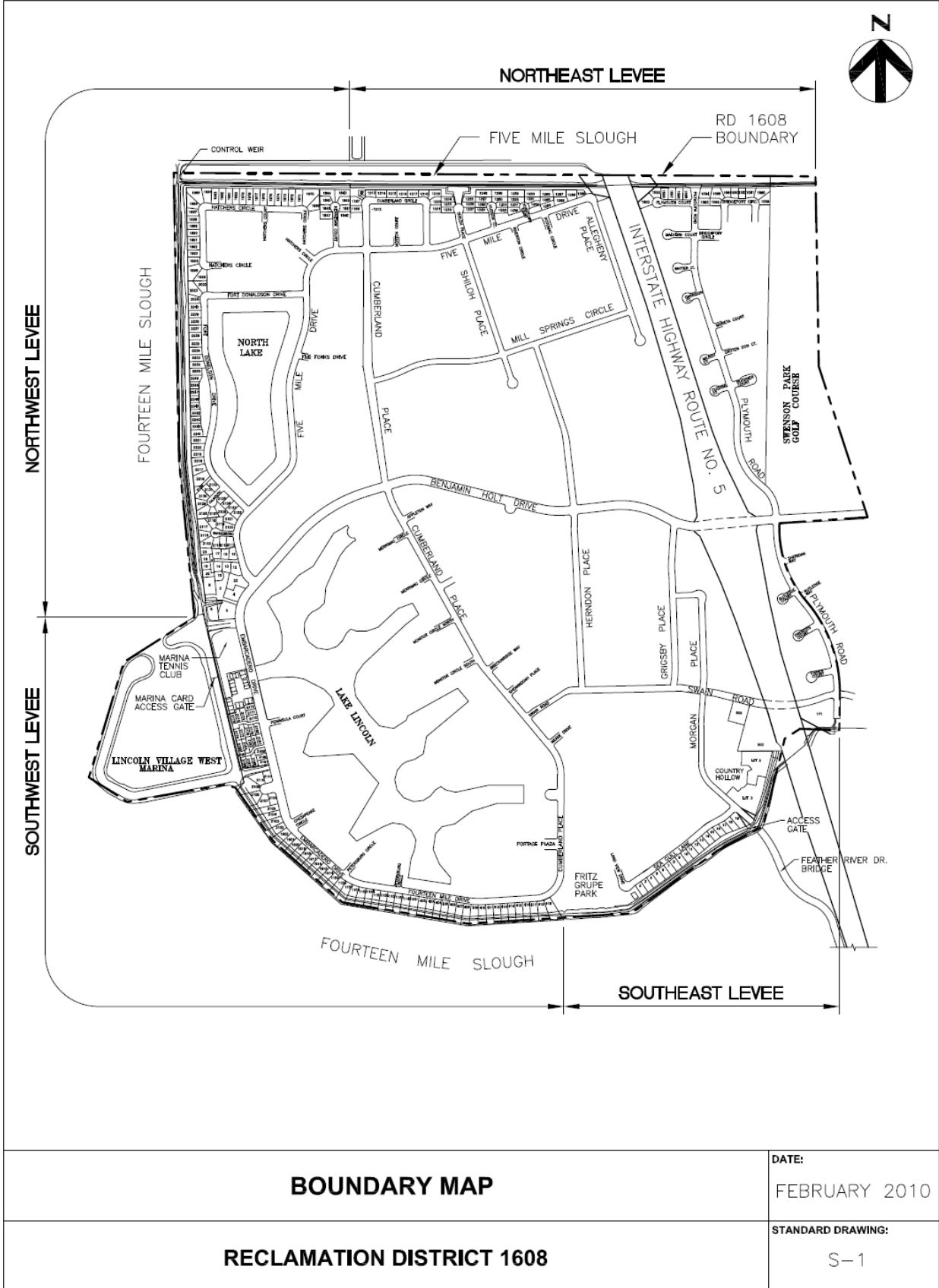


Rev: 3-1-13
 F:\03950\069\DistStd04.doc
 492151-4

DATE: FEBRUARY 2010
 APPENDIX: E-3

SAMPLE ENCROACHMENT PERMIT APPLICATION DRAWING DETAILS
RECLAMATION DISTRICT 1608

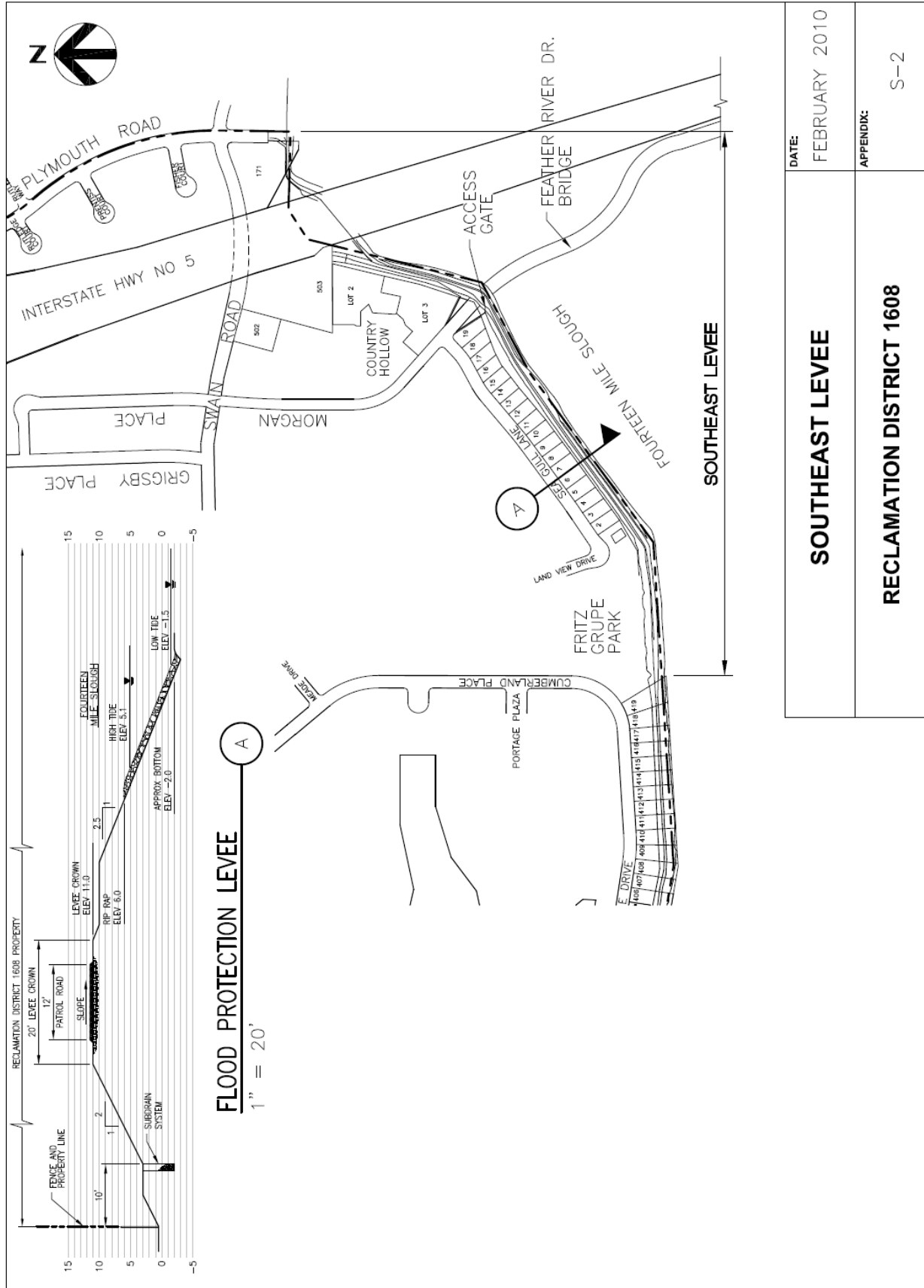
- NOTES:**
1. DETAILS SHOWN HEREIN ARE INTENDED TO ILLUSTRATE REQUIRED PRINCIPLES OF DISASSEMBLING PATIO DECKS AND DO NOT REPRESENT DESIGN STANDARDS. EACH INDIVIDUAL DECK MUST BE DESIGNED BY A COMPETENT ARCHITECT OR ENGINEER AND SUBMITTED FOR APPROVAL TO THE RECLAMATION DISTRICT NUMBER 1608 AND THE CALIFORNIA CENTRAL VALLEY FLOOD PROTECTION BOARD (CVFPB). SIZES AND DIMENSIONS SHOWN IN THE DETAILS ARE CONSIDERED MINIMUM ONLY AND ARE NOT TO BE CONSTRUCTED TO TAKE PRIORITY OVER REQUIREMENTS DETERMINED AS A RESULT OF A STRUCTURAL ANALYSIS OF THE DECK SYSTEM.
 2. ALL CONSTRUCTION SHALL CONFORM TO THE LATEST EDITION OF THE UNIFORM BUILDING CODE AND ALL OTHER APPLICABLE LOCAL CODES AND ORDINANCES.
 3. DECKS MUST BE DESIGNED TO BE DISASSEMBLED WITH HAND TOOLS AND REMOVAL OF ALL DECK AND SUPPORT MEMBERS WITHIN TO FEET OF LANDSIDE LEVEL TOE. GALVANIZE OR PAINT METAL HARDWARE. ALL BOLTS SHALL BE GALVANIZED.



Rev: 3-1-13

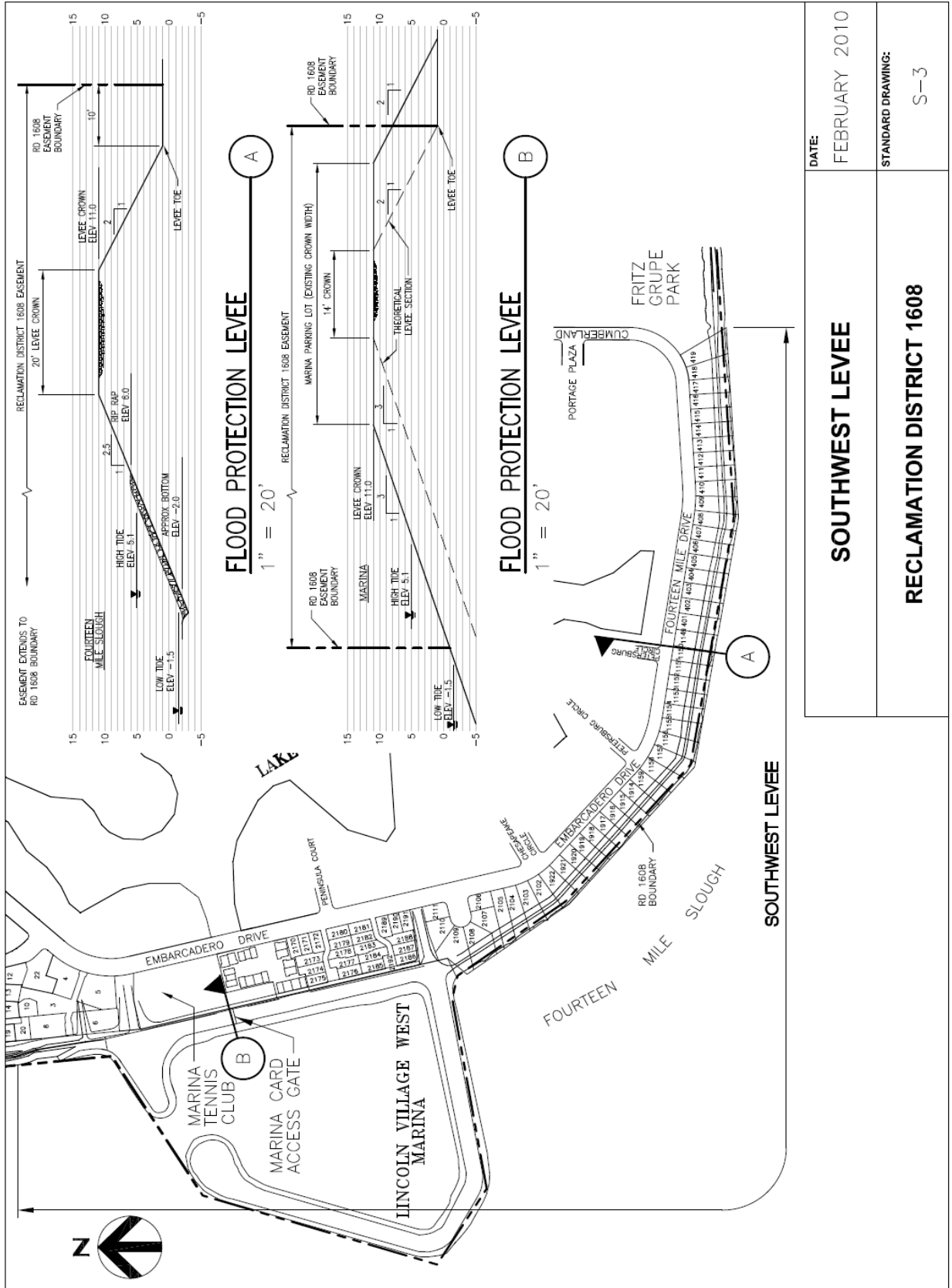
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 492151-4

Appendix S-1



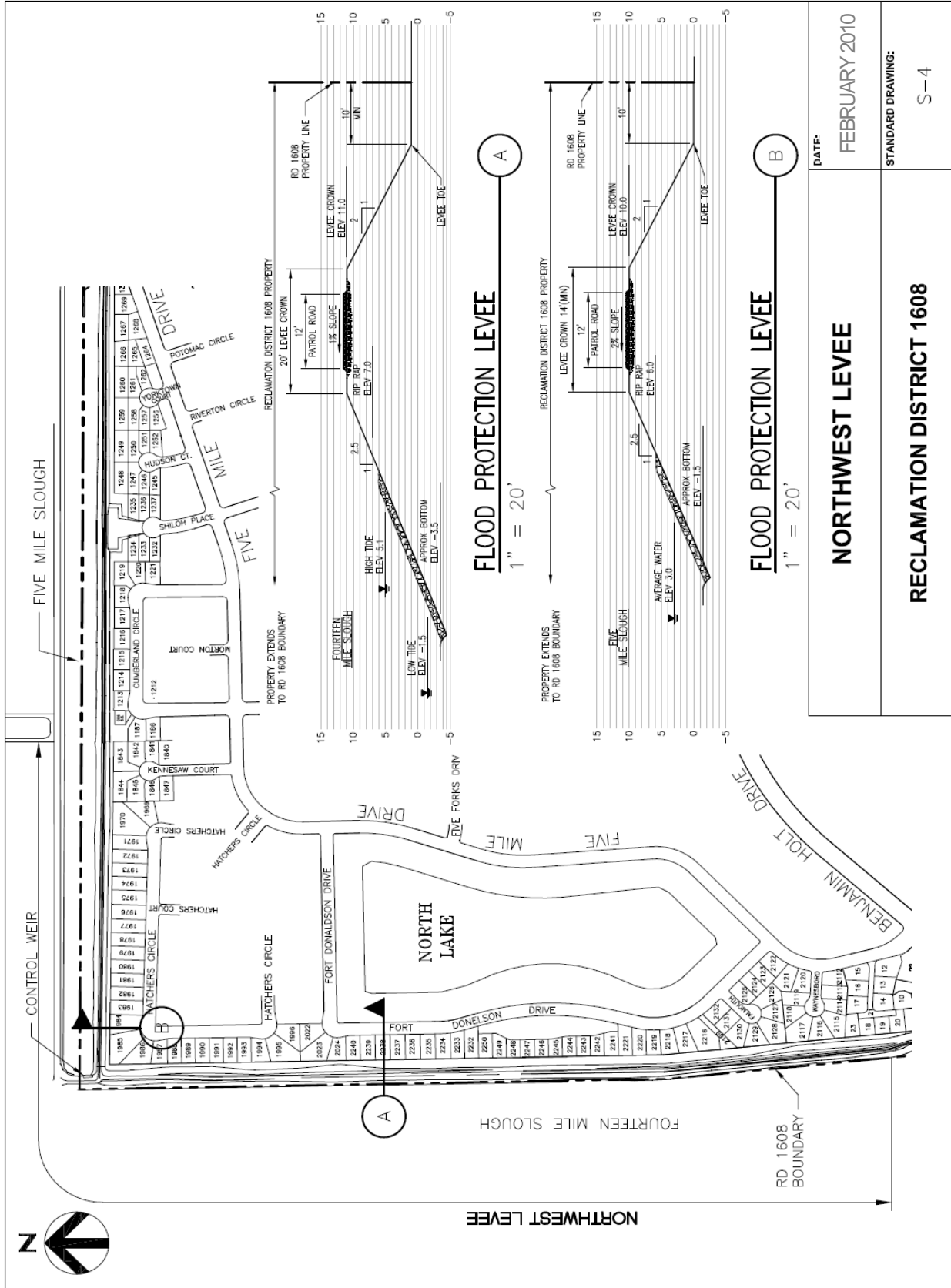
Rev: 3-1-13

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SOUTHWEST LEVEE	DATE:	FEBRUARY 2010
	STANDARD DRAWING:	S-3

RECLAMATION DISTRICT 1608

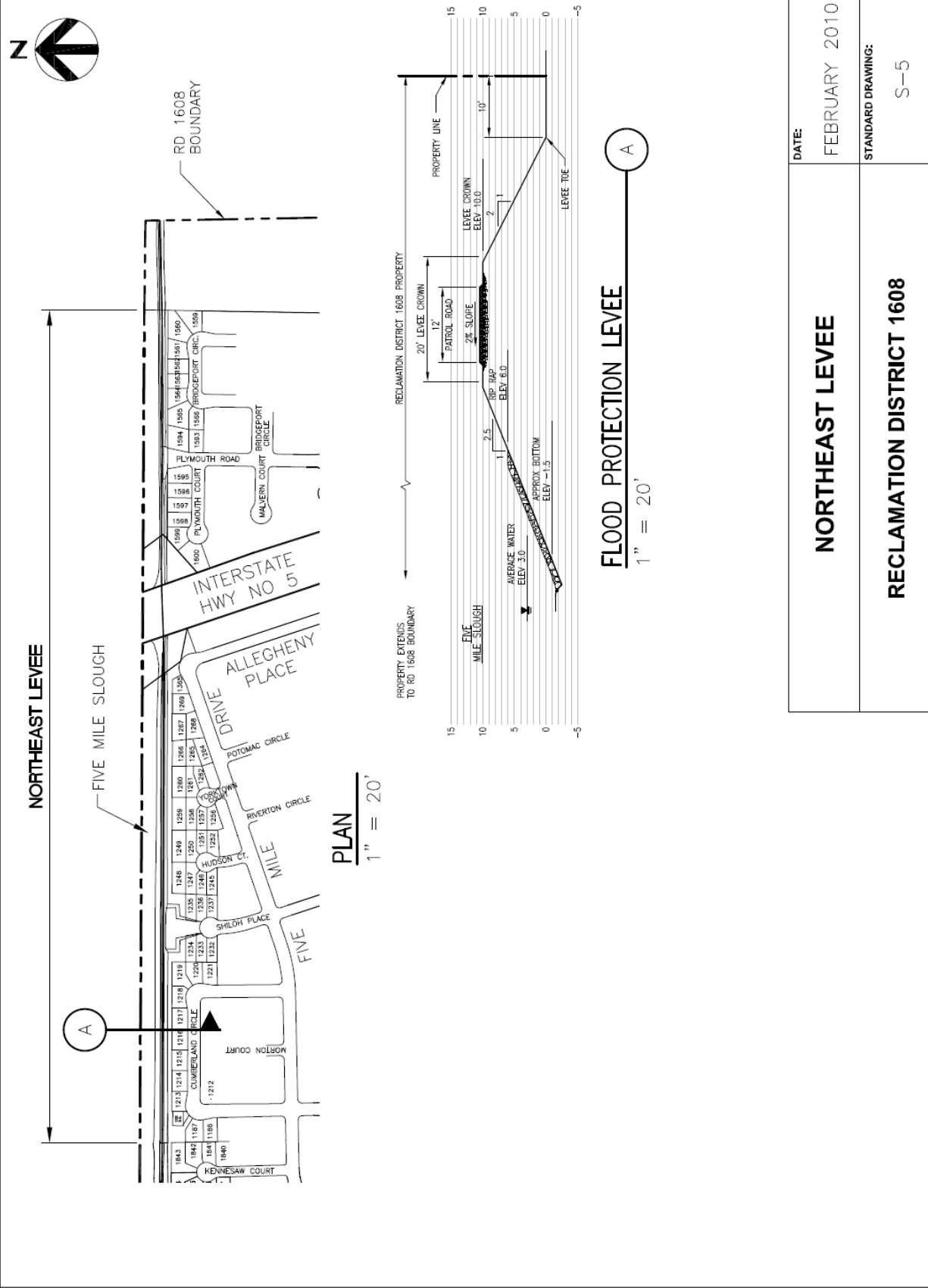


DATE-	FEBRUARY 2010
STANDARD DRAWING:	S-4

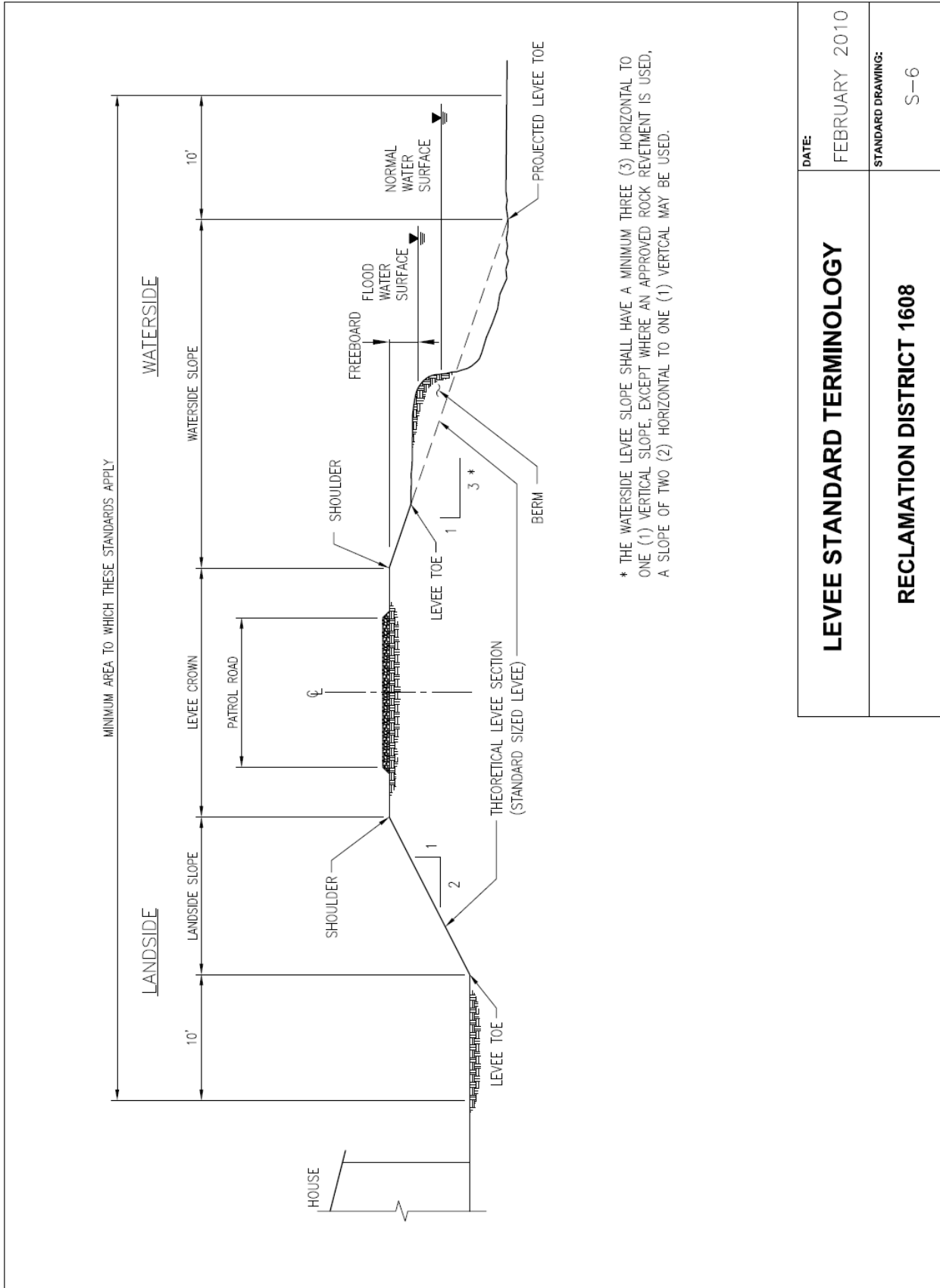
Rev: 3-1-13

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492151-4

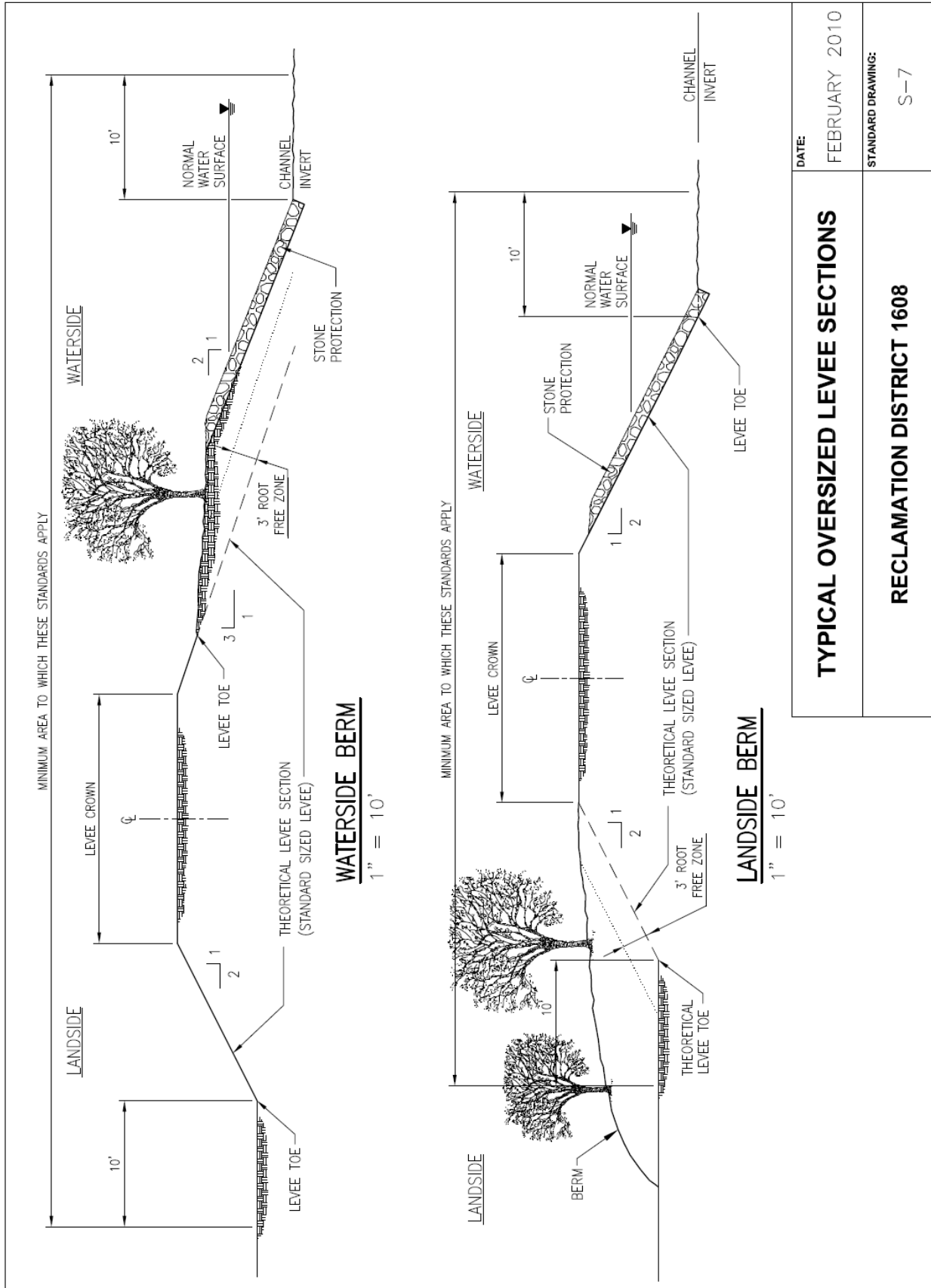
Appendix S-4



NORTHEAST LEVEE	DATE: FEBRUARY 2010
RECLAMATION DISTRICT 1608	STANDARD DRAWING: S-5



LEVEE STANDARD TERMINOLOGY	DATE: FEBRUARY 2010
RECLAMATION DISTRICT 1608	STANDARD DRAWING: S-6



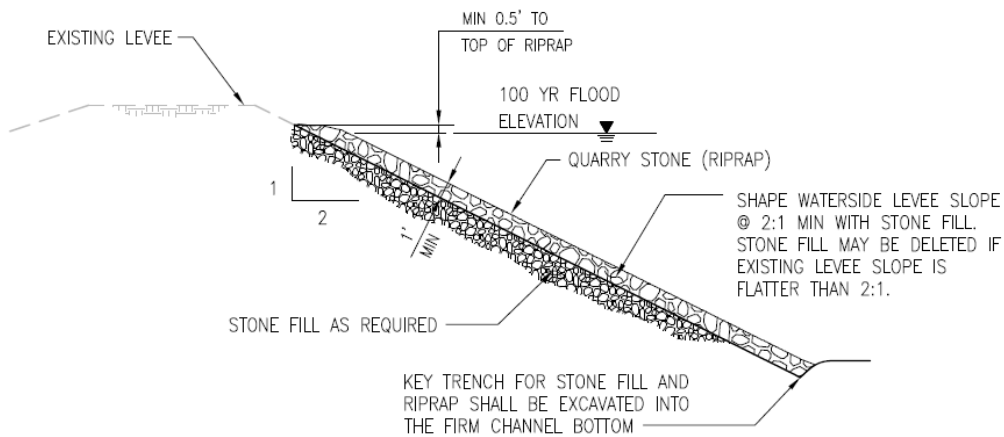
TYPICAL OVERSIZED LEVEE SECTIONS	DATE: FEBRUARY 2010
RECLAMATION DISTRICT 1608	STANDARD DRAWING: S-7

Rev: 3-1-13

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492151-4

**RECOMMENDED QUARRY STONE GRADUATIONS
AND STONE FILL SIZES ARE AS FOLLOWS**

QUARRY STONE (RIPRAP)		STONE FILL	
WT OF INDIVIDUAL PIECES (LBS)	% SMALLER BY WT (SSD)	SIEVE SIZE	PERCENT PASSING
200	100	15"	100
100	60-90	12"	90
50	35-65	6"	50
20	10-30	3"	30
5	0-10	1"	20
		#200	2-3



NOTES:

1. PRIOR TO PLACEMENT OF STONEFILL OR STONE PROTECTION (RIPRAP), LOOSE MATERIAL IN THE LEVEE BANK SLOPE SHALL BE COMPACTED TO THE DENSITY OF THE ADJACENT UNDISTURBED CONSOLIDATED MATERIAL.
2. STONE FILL SHALL CONSIST OF BANK RUN GRAVELS, DREDGE TRAILINGS, QUARRY WASTE (OTHER THAN OVERBURDEN AND STRIPPING) AND/OR BANK PROTECTION STONE.
3. QUARRY STONE SHALL BE ANGULAR IN SHAPE. NEITHER THE BREADTH OR THE THICKNESS OF ANY PIECE OF STONE SHALL BE LESS THAN ONE-THIRD ITS LENGTH.

TYPICAL ROCK REVETMENT

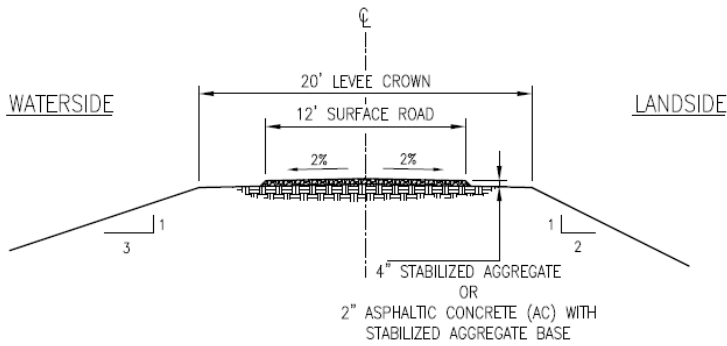
DATE:

FEBRUARY 2010

RECLAMATION DISTRICT 1608

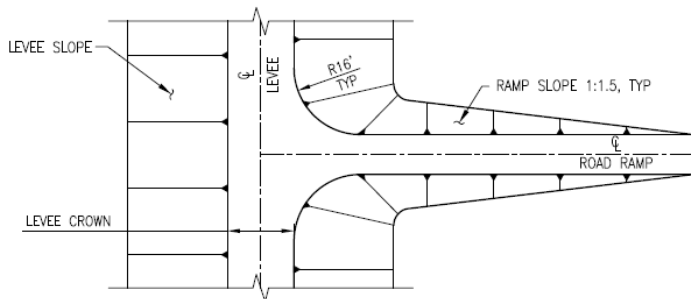
FIGURE:

S-8



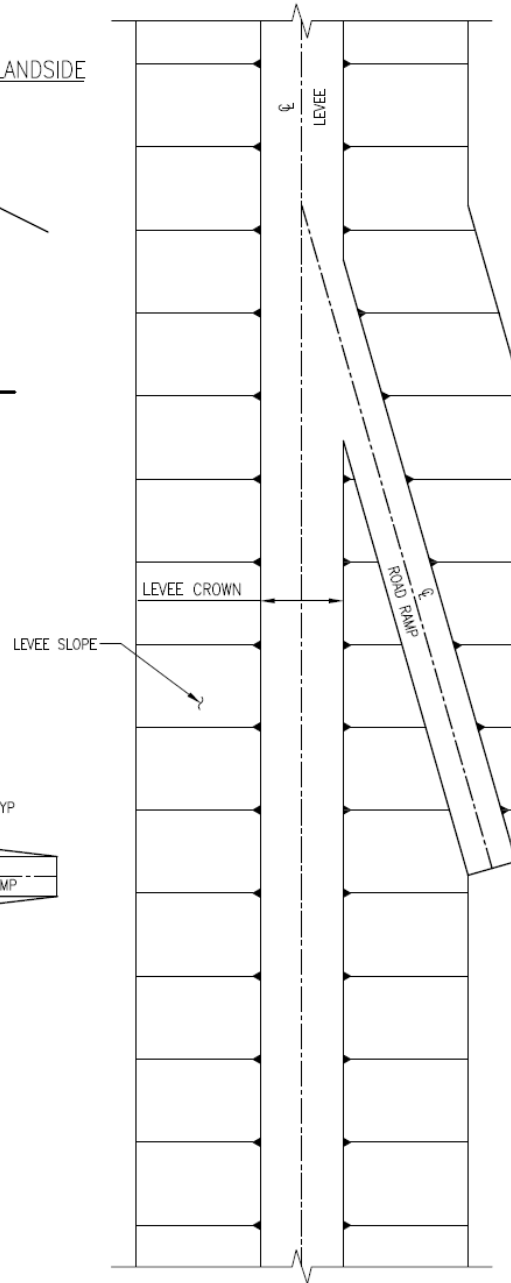
LEVEE SURFACING FOR PATROL ROAD

1" = 10'



HEAD-ON APPROACH ROAD RAMP

1" = 40'



SIDE APPROACH ROAD RAMP

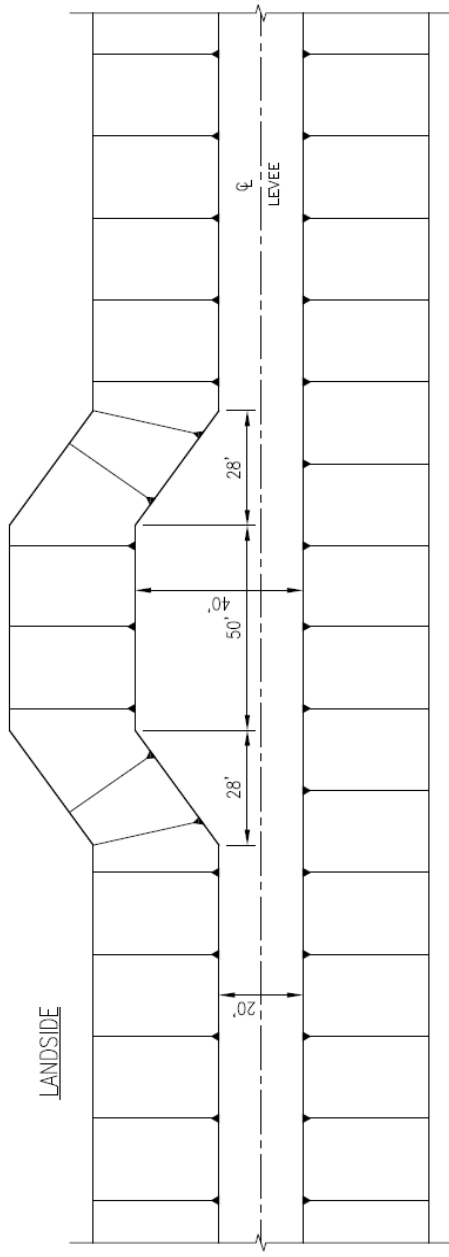
1" = 40'

LEVEE PATROL ROAD SURFACING AND ACCESS RAMPS

DATE:
FEBRUARY 2010

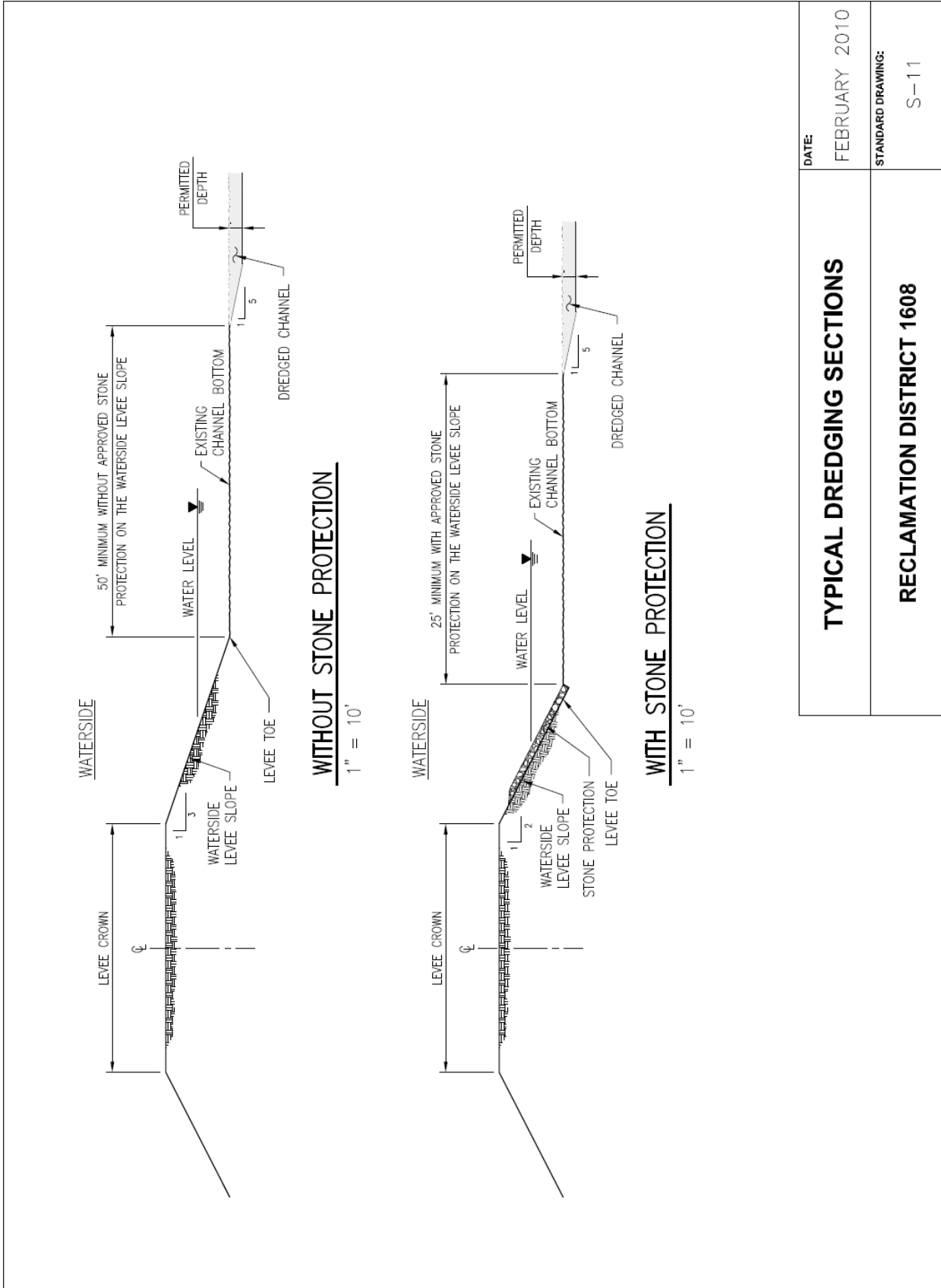
RECLAMATION DISTRICT 1608

STANDARD DRAWING:
S-9

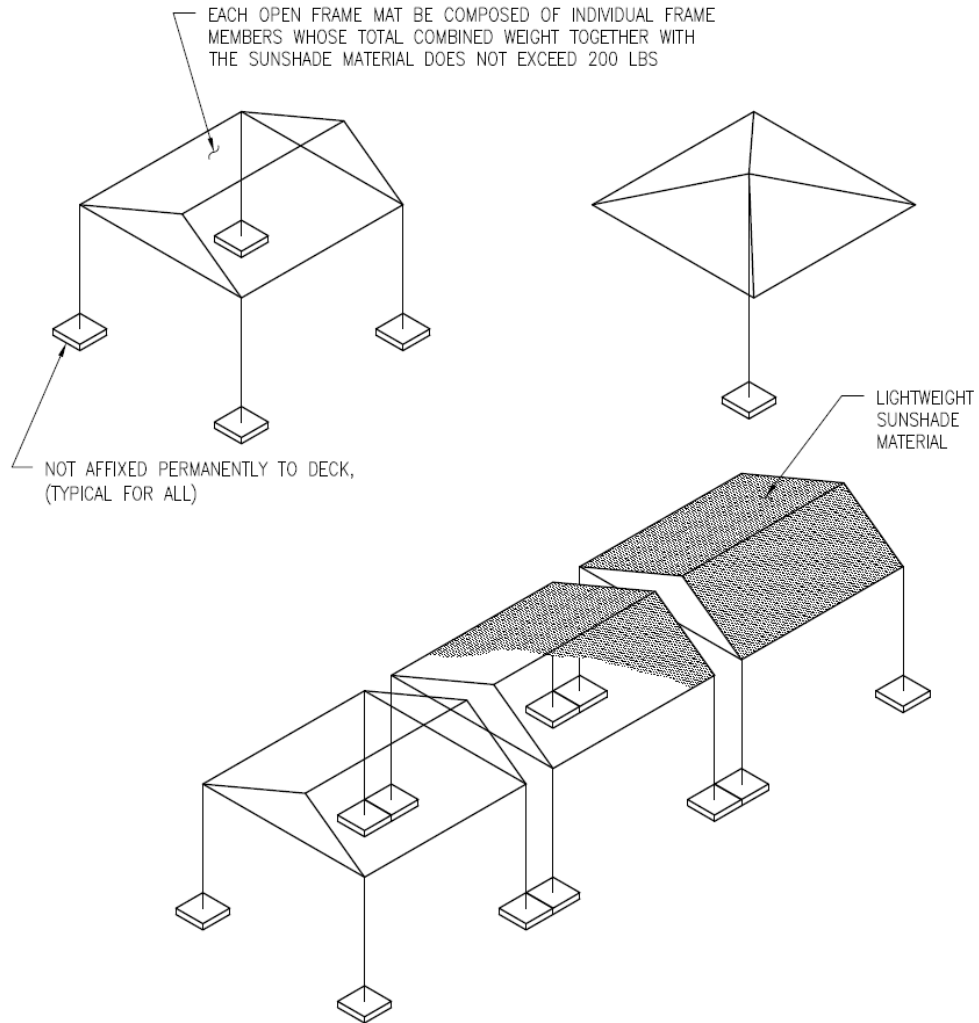


TYPICAL LEVEE TURNAROUND
 1" = 40'

DATE: FEBRUARY 2010	TYPICAL LEVEE TURNAROUND
STANDARD DRAWING: S-10	RECLAMATION DISTRICT 1608



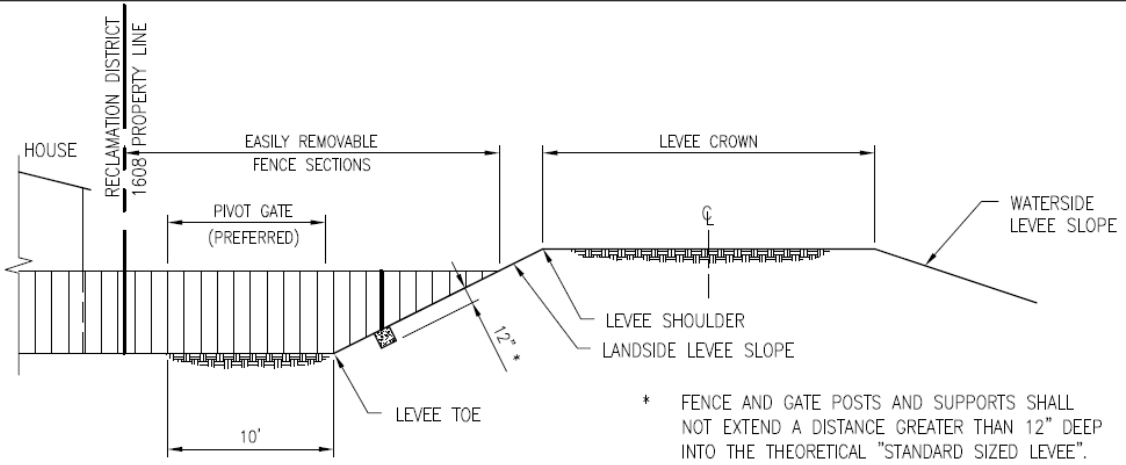
TYPICAL DREDGING SECTIONS	DATE:	FEBRUARY 2010
	STANDARD DRAWING:	S-11
RECLAMATION DISTRICT 1608		



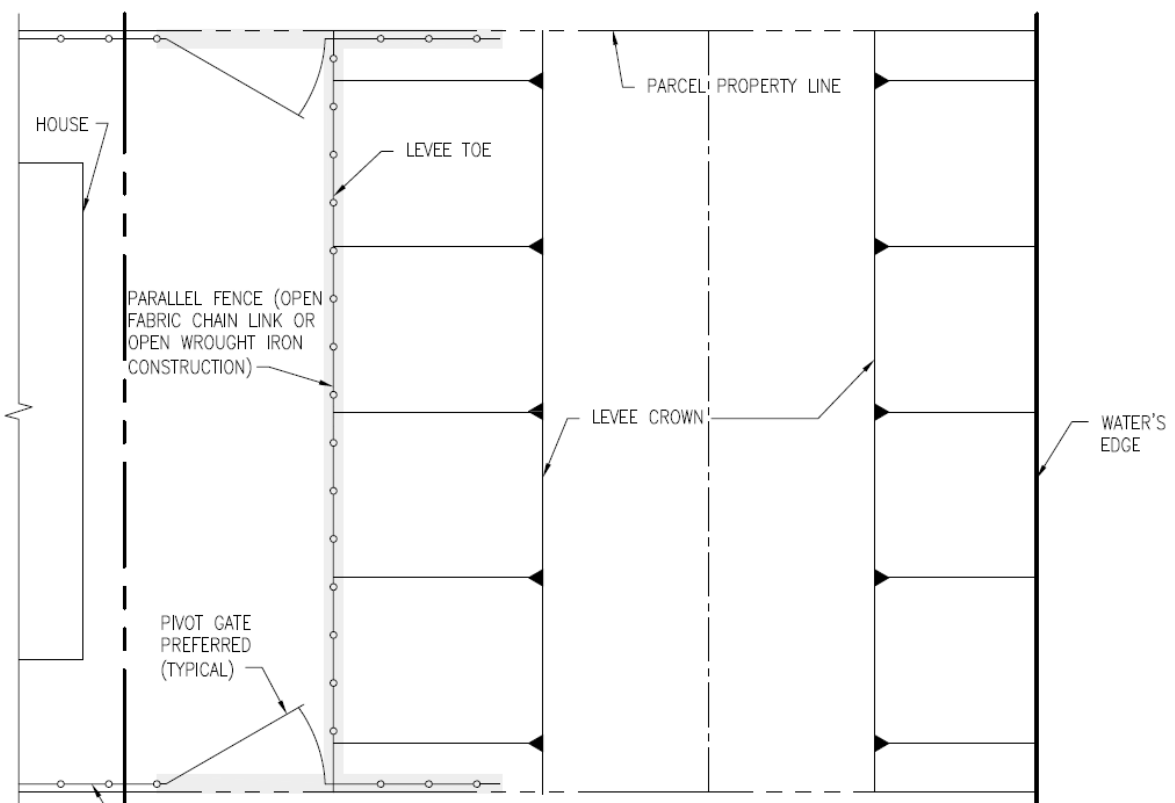
ENCROACHMENT CONDITIONS:

1. SUPPORTS LIGHTWEIGHT SUNSHADE MATERIALS.
2. NOT PERMANENTLY AFFIXED TO DECK OR EACH OTHER.
3. CONSTRUCTED TO BE READILY REMOVABLE.
4. CAN BE CARRIED AWAY BY HAND.

TEMPORARY OPEN FRAME STRUCTURES	DATE: FEBRUARY 2010
RECLAMATION DISTRICT 1608	STANDARD DRAWING: S-12



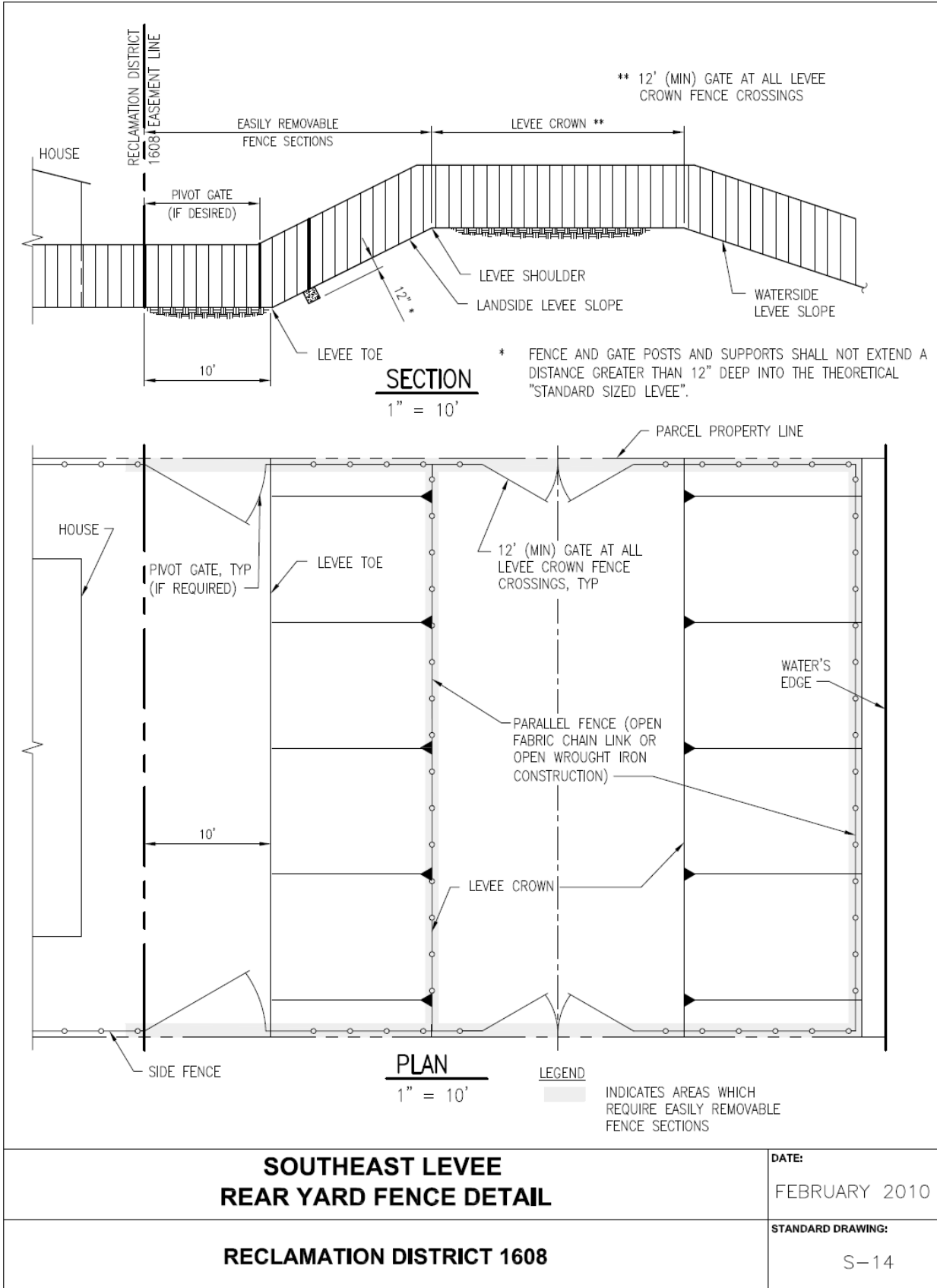
SECTION
1" = 10'



PLAN
1" = 10'

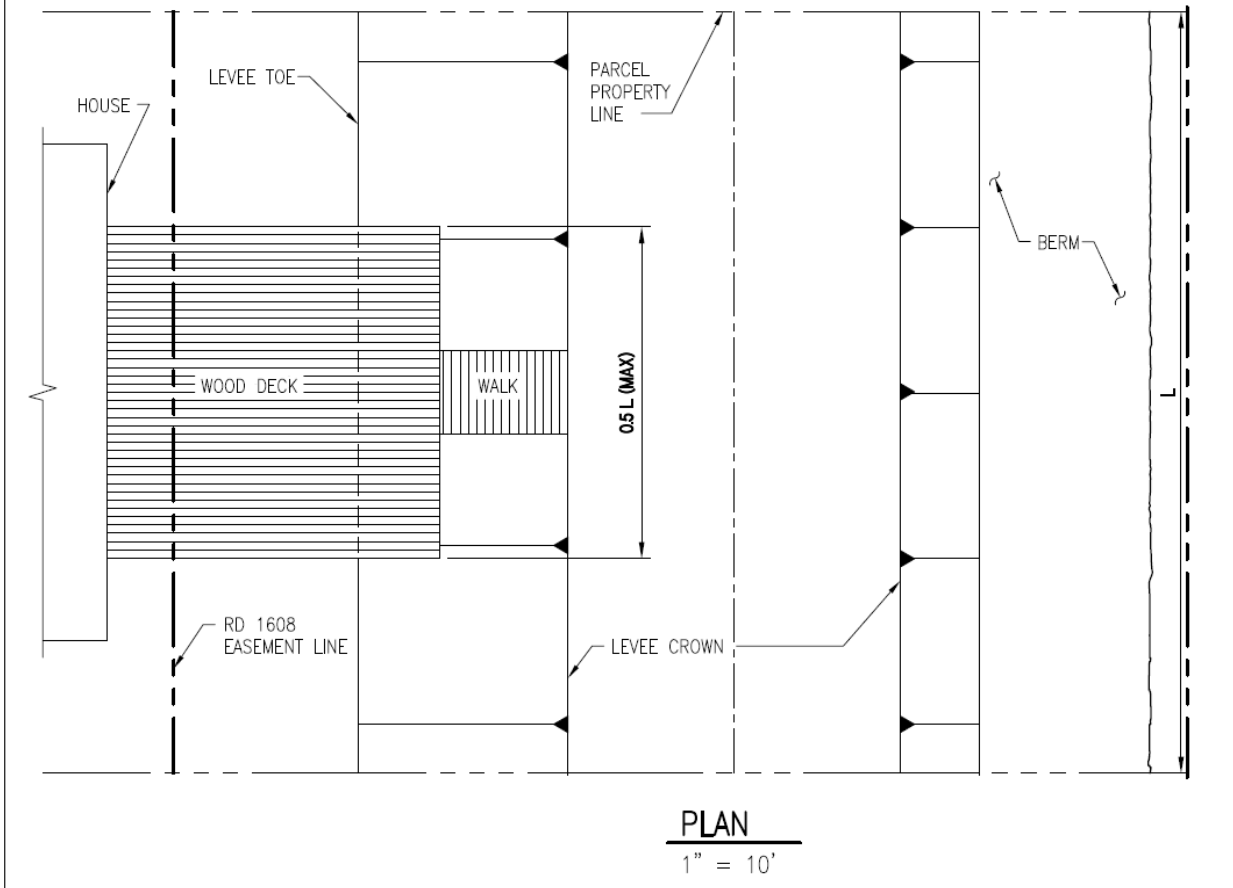
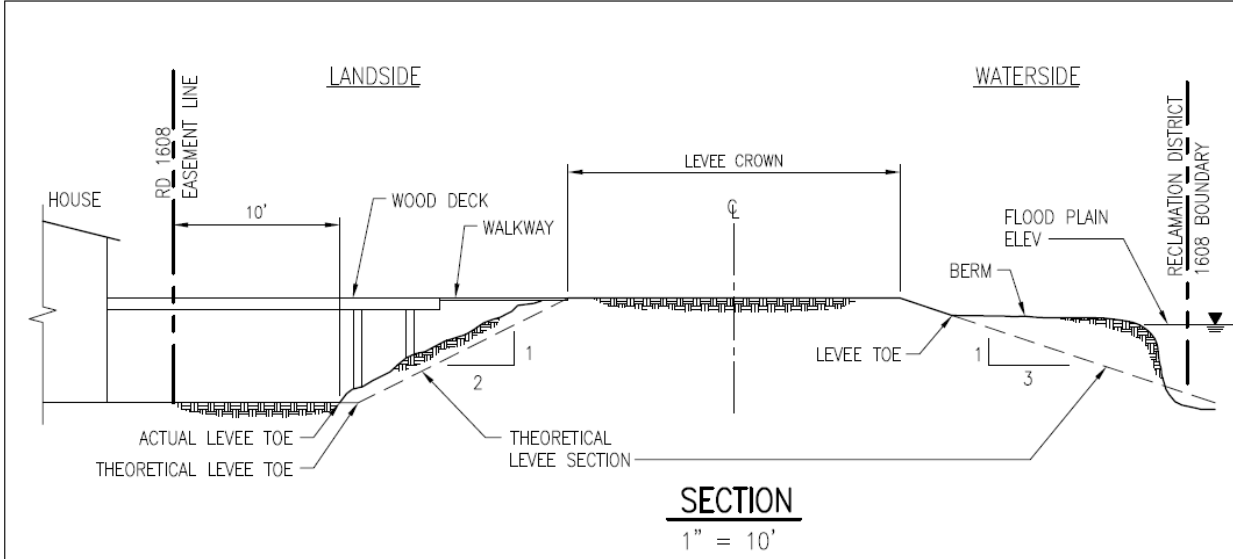
LEGEND
 INDICATES AREAS WHICH REQUIRE EASILY REMOVABLE FENCE SECTIONS

NORTHWEST LEVEE REAR YARD FENCE DETAIL	DATE: FEBRUARY 2010
RECLAMATION DISTRICT 1608	STANDARD DRAWING: S-13

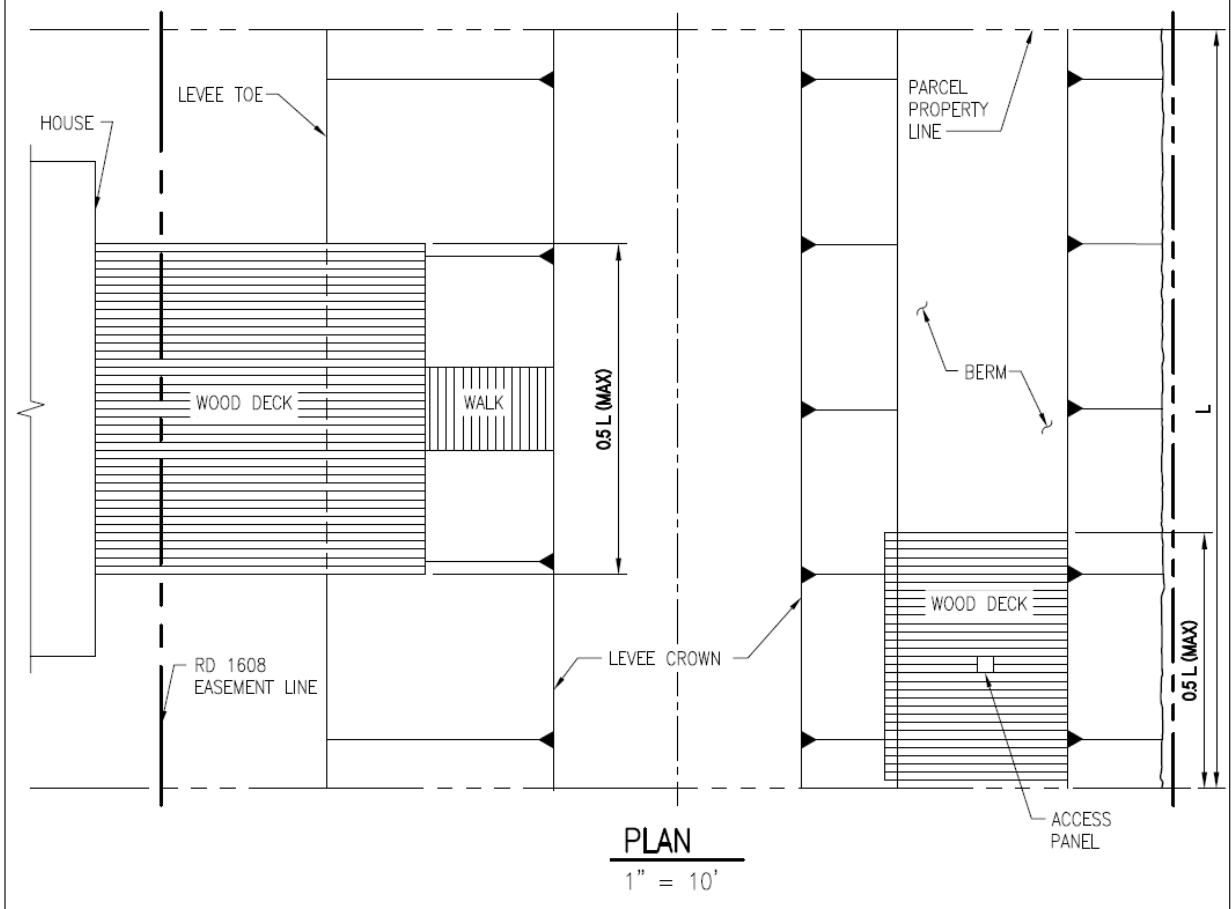
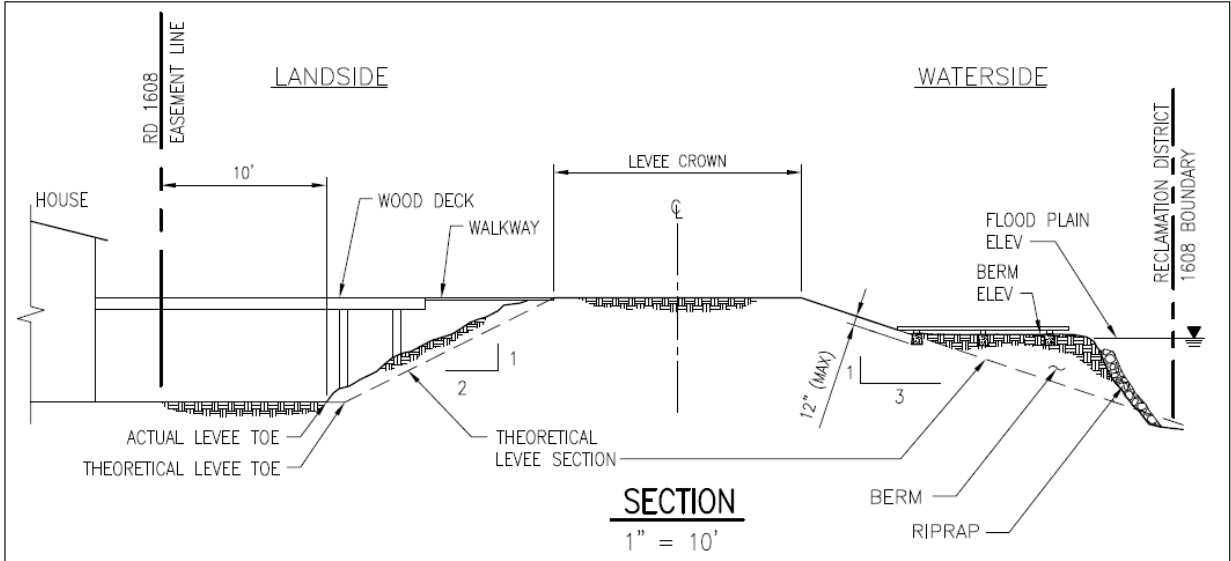


Rev: 3-1-13

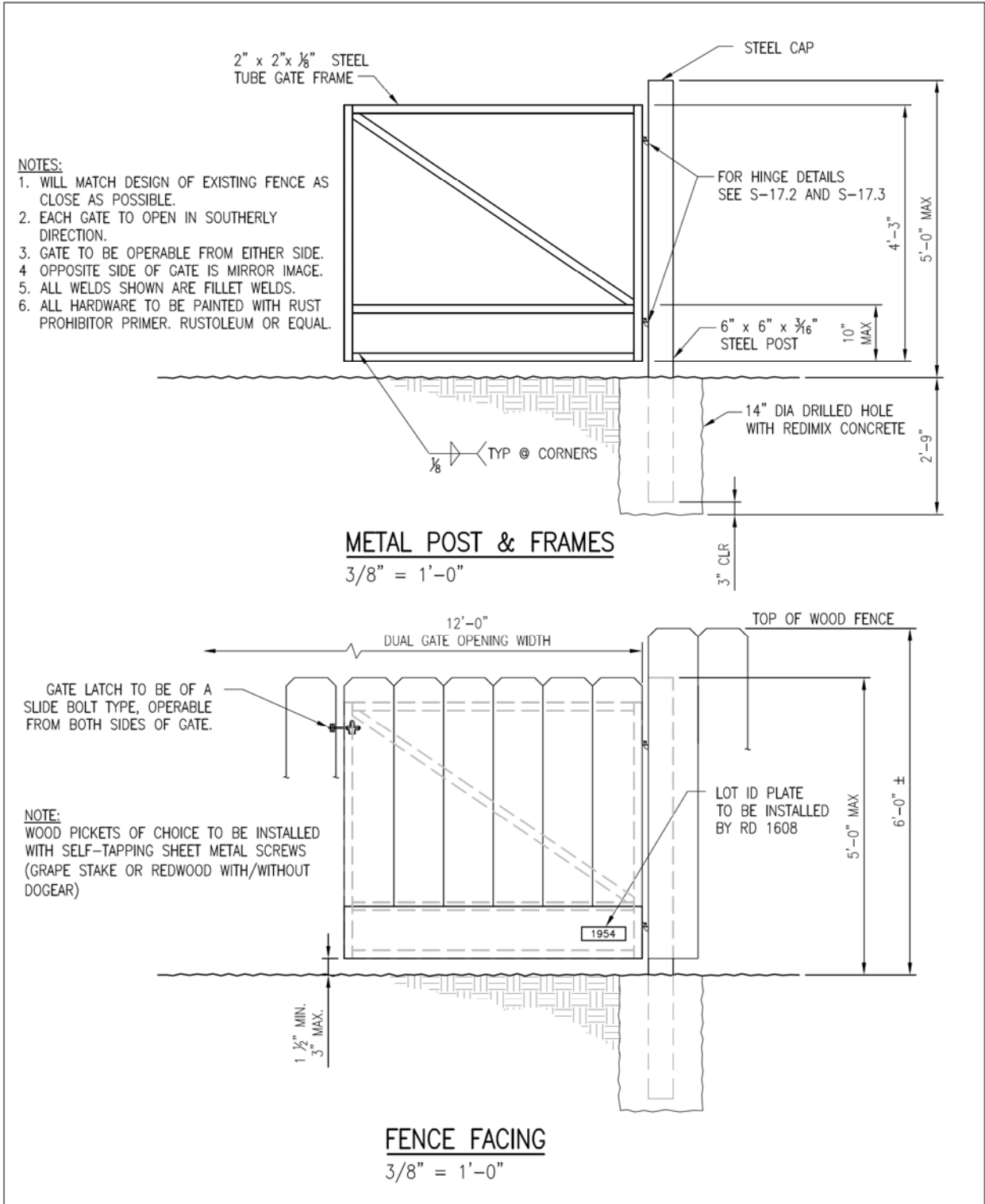
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492151-4



SOUTHWEST LEVEE REAR YARD DECK DETAIL	DATE: FEBRUARY 2010
RECLAMATION DISTRICT 1608	STANDARD DRAWING: S-15



SOUTHWEST LEVEE REAR YARD WATERSIDE DECK DETAIL	DATE: FEBRUARY 2010
	STANDARD DRAWING: S-16



SOUTHWEST LEVEE CROWN DUAL SWING GATE	DATE: MARCH 2013
RECLAMATION DISTRICT 1608	STANDARD DRAWING: S-17.1

Rev: 3-1-13

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492151-4

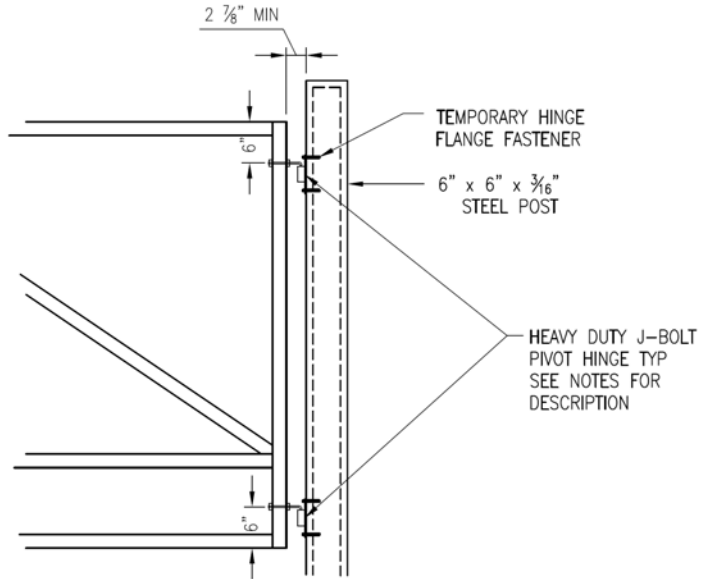
NOTES:

- ① HEAVY DUTY $\frac{5}{8}$ " J-BOLT HINGE FROM HARDWARE SOURCE (SKU 783000 OR EQUAL)

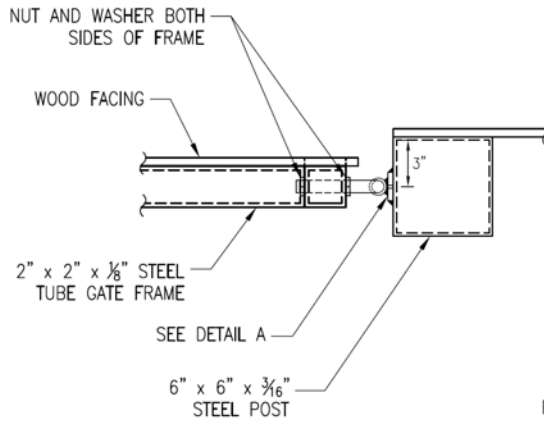
HARDWARE SOURCE
 5710 KEARNY VILLA RD SUITE A
 SAN DIEGO, CA 92123
 877-944-6437

HINGE CAPACITY
 500# PER PAIR

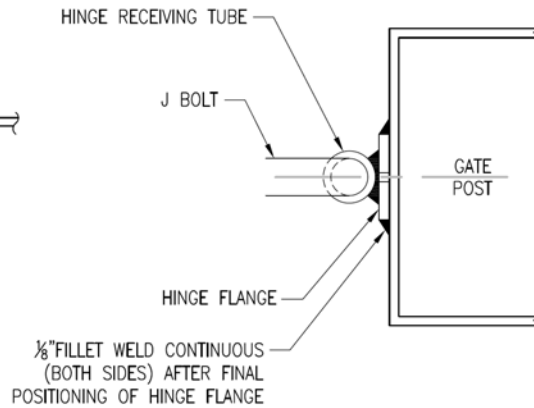
- ② PROVIDE TEMPORARY FASTENER FOR HINGE FLANGE PLACEMENT BY DRILLING PILOT HOLES IN POST AND INSTALLING SELF TAPPING SCREWS.
- ③ WELD ALONG VERTICAL EDGES OF HINGE FLANGE AFTER FINAL POSITIONING.



J BOLT HINGE ELEVATION
 1" = 2'-0"



J BOLT HINGE PLAN VIEW
 1" = 1'-0" (TOP & BOT. TYP)



DETAIL A
 NTS

SOUTHWEST LEVEE CROWN DUAL SWING GATE	DATE: MARCH 2013
RECLAMATION DISTRICT 1608	STANDARD DRAWING: S-17.2



TYPICAL PHOTO

**SOUTHWEST LEVEE CROWN
DUAL SWING GATE**

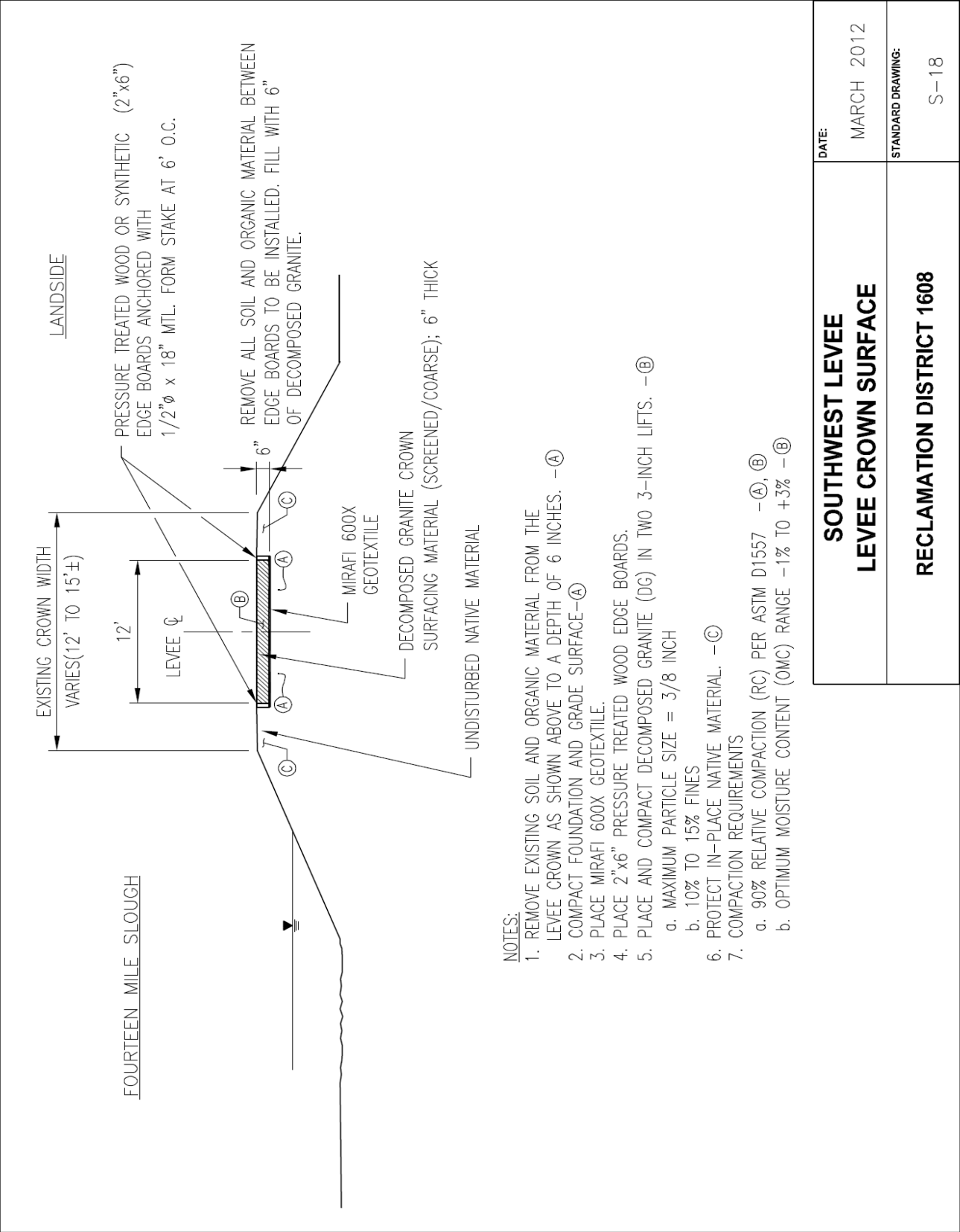
RECLAMATION DISTRICT 1608

DATE:

MARCH 2013

STANDARD DRAWING:

S-17.3



NOTES:

1. REMOVE EXISTING SOIL AND ORGANIC MATERIAL FROM THE LEVEE CROWN AS SHOWN ABOVE TO A DEPTH OF 6 INCHES. - (A)
2. COMPACT FOUNDATION AND GRADE SURFACE - (A)
3. PLACE MIRAFI 600X GEOTEXTILE.
4. PLACE 2"x6" PRESSURE TREATED WOOD EDGE BOARDS.
5. PLACE AND COMPACT DECOMPOSED GRANITE (DG) IN TWO 3-INCH LIFTS. - (B)
 - a. MAXIMUM PARTICLE SIZE = 3/8 INCH
 - b. 10% TO 15% FINES
6. PROTECT IN-PLACE NATIVE MATERIAL. - (C)
7. COMPACTION REQUIREMENTS
 - a. 90% RELATIVE COMPACTION (RC) PER ASTM D1557 - (A), (B)
 - b. OPTIMUM MOISTURE CONTENT (OMC) RANGE -1% TO +3% - (B)

SOUTHWEST LEVEE LEVEE CROWN SURFACE	DATE: MARCH 2012
RECLAMATION DISTRICT 1608	STANDARD DRAWING: S-18

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