

**RECORDING REQUESTED BY:**

NEVADA IRRIGATION DISTRICT  
NO FEE FOR RECORDING PER G.C. 6103  
NO FEE PER G.C. 27383

**AND WHEN RECORDED MAIL TO:**

NEVADA IRRIGATION DISTRICT  
ATTN.: ENCROACHMENTS  
1036 WEST MAIN STREET  
GRASS VALLEY, CA 95945-5424

County: Nevada APN(s): 027-140-005

SPACE ABOVE LINE FOR RECORDER'S USE

**ENCROACHMENT PERMIT**

Grantor: NEVADA IRRIGATION DISTRICT

Permit No.: 3402

Parcel:

Parcel 1.  
Bk. 27 Pg.14.

Permittee: Nevada County

Mailing Address: 950 Maidu Avenue. Nevada City Ca 95959

Situs Address: APN 027-140-005

Description of Encroachment: Rock Slope Protection, placed on the downhill slope of drainage culvert per plans attached hereto.

District Facility Affected: APN 027-140-001

Location of Encroachment: County: Nevada APN(s): 027-140-005

Section(s) 17 , Township 14 North , Range 9 East , M.D.M.


**PROVISIONS GOVERNING THIS ENCROACHMENT PERMIT**

1. **PROPERTY INTEREST:** This permit is valid only for the purposes herein, and neither the Permit nor the use thereunder shall create an easement, right of way or other interest in real property.
2. **EXTENT OF USE UNDER PERMIT:** The right to use structures or installations shall be limited to Permittee's property, his agents and employees; Nevada Irrigation District (hereinafter referred to as the "District") having the right of ingress and egress across any structure, or installation at any and all times. District may from time to time, at its discretion, access the encroachment area to confirm use consistent with the authorization. Permittee's use of the encroachment area shall not interfere with District's operations. District may, without charge, use any improvements installed by Permittee within the encroachment area, as it deems necessary to conduct its operations.
3. **MAINTENANCE AND REPAIR:** Permittee shall maintain and repair installation at all times at his sole cost and expense and in a safe condition, satisfactory to the District's Manager. Should the Permittee neglect to promptly make repairs, the District may repair, replace, remove, or have such done and Permittee shall pay all costs and expenses. Permittee shall install any improvements and conduct any activities authorized by this permit in strict conformance with this authorization. Permittee shall not expand or otherwise modify the authorized use of the encroachment area, without first obtaining the written approval by the District.
4. **DAMAGE TO DISTRICT CANALS, DITCHES OR OTHER STRUCTURES:** Permittee shall promptly repair, at his own cost; any damage caused to the District's canals, ditches, structures, or facilities due to work under this permit, to the satisfaction of the District's standards and specifications. Should Permittee neglect to promptly make repairs, the District may make repairs or have repairs made and Permittee shall pay all costs.


- 5. **REVOCACTION:** The District may, at its discretion, revoke or cancel this permit upon giving a thirty day notice to Permittee of intent to cancel or revoke permit and upon giving Permittee an opportunity to be heard regarding the cause of revocation or cancellation. Within ten (10) days subsequent to the requested hearing, the District shall give written notice of its decision to either revoke or cancel the permit, or to maintain the permit and its conditions in full force and effect. Upon receiving notice of revocation, the Permittee, at his cost, must remove the physical encroachment and restore the District facility to its original condition. If the Permittee fails to satisfactorily remove the encroachment, the District will complete the work at the Permittee's sole cost. Permittee shall assume all risk of loss as a result of revocation be it reliance on improvements, investments, or other.
- 6. **UNPAID CHARGES:** Costs incurred by the District under this permit are deemed charges for services furnished by the District within the meaning of Water Code Section 22280. If the Permittee fails to pay any and all costs for labor, materials, and supplies incurred under Provisions 3, 4, and 5 of this permit the District may add these charges to the annual assessment levied upon the land owned by the Permittee all pursuant to Water Code 25806.
- 7. **LIABILITY:** Permittee shall assume entire responsibility for all activities and uses under this permit and shall save the District free and harmless from any and all expense, cost, or liability in connection with, or resulting from the exercise of this permit including, but not limited to, property damage, personal injury, wrongful death, chemical treatment of water, cleaning operations of District ditches, any erosion of up-stream random, silting of said reservoir area, and any, or all aquatic life, including fish life within said reservoir.
- 8. **COVENANTS:** The covenants, provisions, terms and conditions contained in this Permit shall bind and burden the successors and assigns of Permittee as well as benefiting the successors and assigns of the District.
- 9. **ISSUANCE:** This permit is issued under the Rules and Regulations Governing Physical Encroachments to District facilities and is subject to District Rules and Regulations, as they now exist and as hereafter duly promulgated, and Permittee shall at all times conform its improvements and activities to said Rules and Regulations. Permittee shall also comply with all applicable federal, state, and local laws and regulations, and obtain any such permits as required. Permittee shall be responsible for obtaining and producing authorization if required to do so. Permittee shall be responsible for obtaining and providing authorization from the owner of a subservient estate.

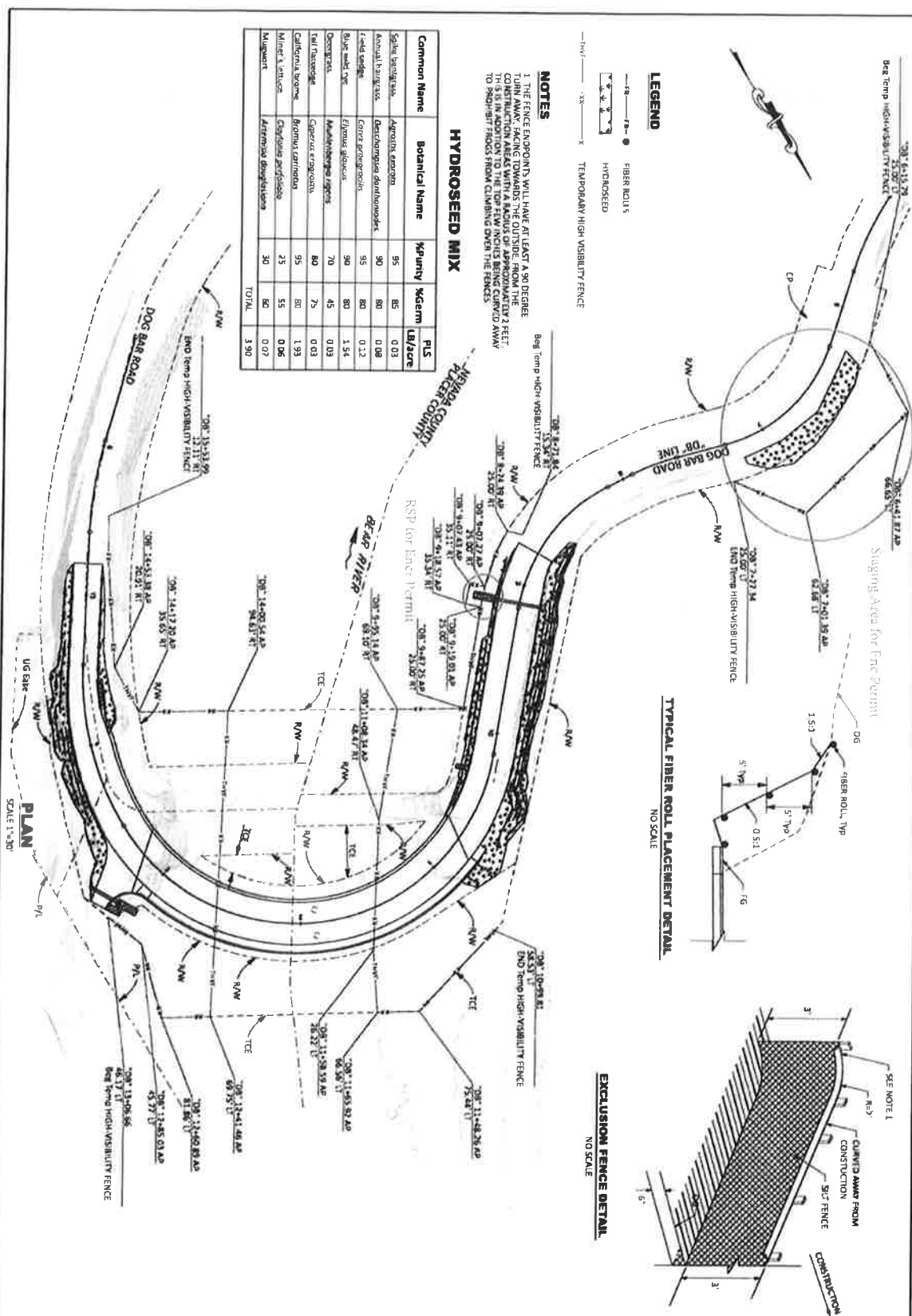
**THE UNDERSIGNED, BEING THE LEGAL OWNER(S) OF THE SUBJECT PROPERTY OF THIS ENCROACHMENT PERMIT, HAVE READ ALL PROVISIONS GOVERNING THIS PERMIT AND BY SIGNING AGREE TO COMPLY WITH ALL PROVISIONS INCLUDED WITHIN.**

Date: 7/17/23

Owner:   
Patrick Perkins, PE  
Nevada County Project Manager

Approved this 26 day of July

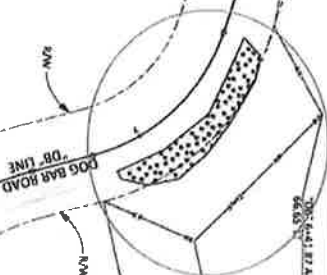
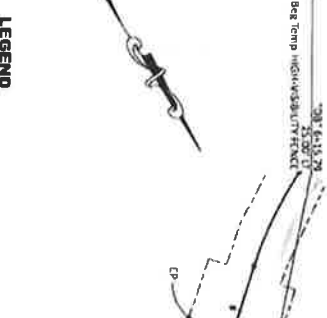
, 2023 on behalf of and for:  
**NEVADA IRRIGATION DISTRICT**  
  
Jennifer Hanson  
General Manager



| Common Name      | Botanical Name               | %Purity | %geom | PLS<br>lb/acre |
|------------------|------------------------------|---------|-------|----------------|
| Spike Spurge     | <i>Agrimonia eupatoria</i>   | 95      | 85    | 0.03           |
| Arnica           | <i>Arnica montana</i>        | 90      | 80    | 0.08           |
| Red Clover       | <i>Trifolium pratense</i>    | 95      | 80    | 0.12           |
| Blue Seedling    | <i>Erigeron glaucus</i>      | 90      | 80    | 1.54           |
| Oregon Grape     | <i>Mahoechinopsis repens</i> | 70      | 45    | 0.03           |
| Red Top          | <i>Glycerhiza erythraea</i>  | 80      | 75    | 0.03           |
| California Broom | <i>Bryonia crentaria</i>     | 95      | 80    | 1.93           |
| Millet A. Antica | <i>Cynopsis antiochia</i>    | 25      | 55    | 0.06           |
| Milium           | <i>Alopecurus pratensis</i>  | 30      | 60    | 0.07           |
| TOTAL            |                              |         |       | 3.90           |

**NOTES**  
 1. THE FENCE ENDPOINTS WILL HAVE AT LEAST A 90 DEGREE TURN AWAY, FACING TOWARDS THE OUTSIDE FROM THE INSIDE OF THE FENCE. THE FENCE SHALL BE MINIMUM 2 FEET TO 3.5 IN ADDITION TO THE TOP FENCE TO PROVIDE 2 TO 3.5 FEET TO SHOW UP FROM CLIMBING OVER THE FENCES.

**LEGEND**  
 —○— FIBER ROLLS  
 —●— HYDROSEEDED  
 —X— TEMPORARY HIGH VISIBILITY FENCE



**PLAN**  
 SCALE 1"=30'

**DOG BAR ROAD BRIDGE OVER THE BEAR RIVER (REPLACEMENT)**  
**EROSION CONTROL PLAN**

PROJECT NO. 1702011  
 DESIGNER: S. SANDERS  
 CHECKED: M. DAVIS  
 DATE: APR 1, 2018  
 SHEET: 11  
 OF 4 SHEETS

DESIGNED BY DUCKEN ENGINEERING  
 FOR  
**NEVADA COUNTY**  
 DEPARTMENT OF PUBLIC WORKS  
 ENGINEERING DIVISION

| NO. | DESCRIPTION | BY | DATE |
|-----|-------------|----|------|
|     |             |    |      |
|     |             |    |      |
|     |             |    |      |

## ACKNOWLEDGMENT

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

State of California  
County of Nevada

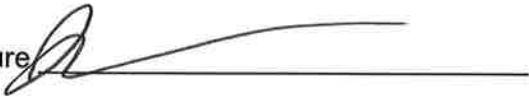
On July 17, 2023 before me, Jessica M. Rist  
(insert name and title of the officer)

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

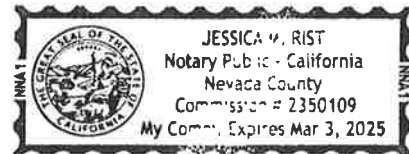
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



## ACKNOWLEDGMENT

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

State of California  
County of Nevada )

On 7/26/2023 before me, Kris Stepanian, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Kris Stepanian (Seal)