



United States Department of the Interior

BUREAU OF RECLAMATION

Snake River Area Office

230 Collins Road

Boise, ID 83702-4520



IN REPLY REFER TO:

MSF-6118

2.2.3.19

MAR 30 2022

Mr. Joseph Rumsey
75 S. Kings Road
Nampa, ID 83687

Subject: Rumsey Use Authorization (Authorization) Contract No. 20-07-11-L5347, Roadway crossing the CGE 1.1-4.0-0.2 Lateral, NE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 17, T5N R3W, B.M., Payette Division, Boise Project, Idaho

Dear MrRumsey:

Enclosed for your records is an executed original of the above Agreement.

Please call Ms. Sandra Ferguson, Realty Specialist at 208-383-2206 if we can be of further assistance.

Sincerely,

Bryan Horsburgh
Deputy Area Manager

Enclosure

Cc: Mr. Carl Hayes, Manager
Black Canyon Irrigation District
P. O. Box 226
Notus, ID 83656

RETURN TO:
Bureau of Reclamation
Attn: MSF 6118
230 Collins Road
Boise, ID 83702

Contract No. 20-07-11-L5347

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Payette Division- Boise Project, Idaho**

USE AUTHORIZATION

THIS USE AUTHORIZATION, hereinafter referred to as Authorization, made this 30 day of March, 2022, pursuant to the Act of Congress June 17, 1902 (32 Stat. 388; 43 U.S.C. §391), and acts amendatory thereof or supplementary thereto, collectively referred to as the Federal Reclamation Laws, specifically, Section 10 of the Reclamation Project Act of 1939 (53 Stat. 1196) and pursuant to regulations promulgated under 43 CFR Part 429, between the **UNITED STATES OF AMERICA**, hereinafter called the **United States**, represented by the official executing this Use Authorization, and **JOSEPH RUMSEY**.

WITNESSETH, THAT:

WHEREAS, in connection with the Payette Division-Boise Project, Idaho, the United States, by and through the Bureau of Reclamation, Department of the Interior, hereinafter referred to as Reclamation, has, pursuant to Federal Reclamation Laws, constructed, operates, and maintains certain irrigation works now or hereinafter authorized by Congress and referred to as project facilities; and

WHEREAS, said project facility, referred to as the CGE 1.1-4.0-0.2, is operated and maintained by the Black Canyon Irrigation District, hereinafter referred to as the District; and

WHEREAS, Reclamation and the District's primary concern is the continued safe and effective operation of said Federal facility; and

WHEREAS, RUMSEY desires to construct, install, operate and maintain a roadway crossing in and across said CGE 1.1-4.0-0.2 Lateral; for which Reclamation has exercised a right-of-way reserved to the United States for ditches and canals, for the CGE 1.1-4.0-0.2 Lateral. This ROW was obtained via the August 30, 1890 Ditches and Canal Act; and

WHEREAS, the proposed use has been reviewed for the purpose and location as stated herein.

NOW, THEREFORE, in consideration of the mutual covenants and following conditions, Reclamation and RUMSEY agree as follows:

1. LEGAL

The improvement(s) would cross the Federal facility in the following location:

In a portion of the NE¼SW¼ of Section 17, Township 5 North, Range 3 West, Boise Meridian, in the manner and at the location shown on the attached Exhibits A, B, C, D and E, attached hereto.

2. SUBJECT TO FEE OWNER APPROVAL

Unless RUMSEY is the underlying fee owner, RUMSEY will acquire the necessary permission from the underlying landowner.

3. FEES

The Applicant has provided an application to obtain this Use Authorization in conformance with Title 43 of the Code of Federal Regulations, Part 429 and a payment of \$100.00 for the application fee. In accordance with 43 CFR 429.18, Reclamation acknowledges that RUMSEY has paid to Reclamation the associated administrative costs. However, Reclamation reserves the right to recover additional and related administrative costs if the need arises for monitoring, to ensure compliance with the conditions noted above.

4. CONDITIONS

To ensure that the proposed project does not interfere with Reclamation's dominant interest, the following conditions must be adhered to:

- a. Reclamation has a contract with the District to provide irrigation water. RUMSEY must ensure unrestricted flow and quality of water in the easement or right-of-way so that the proposed project does not interfere with Reclamation's or the District's ability to fulfill its contractual obligation to deliver water. RUMSEY shall coordinate with the District at least 7 days **prior** to the onset of implementation/construction. This office can be reached at Black Canyon Irrigation District, (208) 459-4141.
- b. Any obstructions or impedance to the flow of project waters or damages to the property or interests of the United States or the District, caused by the requested use will be promptly addressed at RUMSEY's expense. Obstructions may occur from, but are not limited to, impacts from trees, shrubs, or other vegetation removal, erosion, rutting or other types of soil deterioration.
- c. RUMSEY agrees that its use will not restrict access to, or diminish Reclamation's or the District's ability to, operate and maintain its facilities, nor will it interfere with Reclamation's ability to exercise full use and enjoyment of its dominate interest.
- d. Reclamation has developed general guidelines for the proposed crossing of Reclamation facilities. Reclamation's *Engineering and O&M Guidelines for Crossings* publication can be found at <https://www.usbr.gov/pn/snakeriver/landuse/authorized/crossings.pdf>.
- e. RUMSEY accepts the requested use location(s) in the existing condition as of the date of this document, RUMSEY shall keep the premises in a neat and orderly condition at all

f. Implementation/Construction, operation, and maintenance of the use and associated improvements is at RUMSEY's expense.

g. Implementation/Construction shall be halted immediately if Reclamation or the District determines that the conditions are not being followed, or if it becomes apparent that damage to the Federal interests may result from implementation/construction.

h. The requested use shall not interfere with the District, or any other authorized personnel, in the performance of their duties. If the operation, maintenance, or construction in the Federal easement or right-of-way for public works now or hereafter authorized by the Congress should require removal or relocation of the requested use, this removal or relocation will be at RUMSEY's expense.

i RUMSEY agrees to indemnify the United States for, and hold the United States and all of its representatives harmless from, all damages resulting from suits, actions, or claims of any character brought on account of any injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing any construction, care, operation, maintenance, supervision, examination, inspection, or other activities of RUMSEY addressed in this Use Authorization. Reclamation and the District shall not be responsible for any loss or damage to property arising from issuance of this Use Authorization, including but not limited to damages to growing crops, animals, and machinery; or injury to RUMSEY's associates, officers, agents, employees, or any others who are on the premises; or for damages or interference caused by natural phenomena.

j. Should RUMSEY want to perform substantial reconstruction of the Federal facility identified in this Use Authorization, this will require specific permission not granted by this Use Authorization. RUMSEY shall submit an application for the requested use, with a complete project proposal to Reclamation no later than ninety (90) days prior to proposed construction. RUMSEY agrees to notify in writing and by phone the Middle Snake Field Office, Bureau of Reclamation, 230 N. Collins Road, Boise, ID 83702, (208) 383-2200. Reclamation will review the application for current Federal, State and local compliance and guidelines, including the National Environmental Policy Act. RUMSEY agrees to attend any on-site investigations if requested by Reclamation.

k. RUMSEY shall protect all survey monuments found within the easement or right-of-way. Survey monuments include, but are not limited to, General Land Office (GLO) and Bureau of Land Management (BLM) Cadastral Survey Corners, reference corners, witness points, geodetic benchmarks and triangulation stations, military control monuments, Reclamation markers, and any other survey monuments. In the event of obliteration or disturbance of any of the above, RUMSEY shall immediately report the incident, in writing, to Reclamation and the appropriate survey authority. Where GLO or BLM monuments or references are obliterated, RUMSEY shall coordinate with the BLM to restore the disturbed monument or references. RUMSEY shall provide a copy of any resultant survey to Reclamation. RUMSEY shall be responsible for all associated costs.

l. RUMSEY agrees not to allow contamination or pollution of Federal lands, waters, or facilities by its employees or agents and shall take reasonable precautions to prevent such contamination or pollution from the requested use. RUMSEY agrees to comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies and directives and standards, existing or hereafter enacted or promulgated, concerning any

hazardous material that will be used, produced, transported, stored, or disposed of on the site of the use. Upon discovery of any event which may or does result in contamination or pollution of Federal lands, waters, or facilities, RUMSEY agrees to initiate any necessary emergency measures to protect health, safety, and the environment, and shall report such discovery and full details of the actions taken to the Middle Snake Field Office, Bureau of Reclamation, 230 N. Collins Road, Boise, ID 83702, (208) 383-2200 and the Black Canyon Irrigation District, 226 Elgin Road, Notus, ID, 83656, (208) 459-4141. Reporting shall be within twenty-four (24) hours of occurrence or discovery of the action. Written documentation with full details of the event and the necessary emergency measures taken shall be sent no later than fifteen (15) days after the event. An emergency is any situation that requires immediate action to reduce or avoid endangering public health, safety, or the environment.

m. If any antiquities or other objects of archaeological, cultural, paleontological, historic, or scientific interest, including, but not limited to, historic or prehistoric ruins, human remains, funerary objects, and artifacts are encountered within the easement or right-of-way during implementation/construction, all ground disturbing activities must be stopped in the immediate area of the discovery site. RUMSEY must put forth a reasonable effort to protect and secure the discovery site, and should immediately notify Reclamation of the discovery. Reclamation will evaluate the discovery and notify RUMSEY when activity may resume.

n. If any threatened or endangered species are encountered during the implementation/construction, operation, or maintenance of the requested use, RUMSEY shall immediately stop all activities and immediately notify Reclamation. Reclamation will evaluate the situation and consult with the United States Fish and Wildlife Service as necessary to determine appropriate steps to avoid any effects to these species, including cessation of construction, operation, or maintenance.

o. Depending on the complexity of the proposed use, RUMSEY shall furnish Reclamation and the District a copy of the as-built drawing and/or survey upon completion of installation/construction as agreed upon by Reclamation and RUMSEY. The survey shall provide measured distances or other appropriate location information to show the exact location of the use.

p. This use authorization does not grant any water rights or rights-of-way. This use authorization does not supersede any existing easements, rights-of-way, or reservations.

q. RUMSEY acknowledges and agrees that this Use Authorization is not and shall not be interpreted as, the approval or authorization of any other use, encroachment or activity upon Project facilities or land except as expressly stated herein. In addition, the Use Authorization shall not in any way be construed as approval or authorization to construct, install, or modify of any facilities, which would permit, allow or enable discharge of storm water run-off into the facilities or works of the United States or the Board/District. Notwithstanding anything to the contrary contained in this Use Authorization, neither the United States nor the Board/District approves, authorizes, permits, allows, or accepts any non-agricultural stormwater discharge into any facility owned, operated, and/or maintained by the United States or the Board/District, whether it be through a pipe, conduit, culvert, canal, lateral, drain or other ditch, or surface or ground water, absent the United States' prior written permission and Board's/District's concurrence per Reclamation regulations and policy. RUMSEY acknowledges that the authorized works identified in this Use Authorization does not permit nor allow any nonagricultural water discharge to enter the facility.

r. RUMSEY is aware that if the aforementioned conditions are not followed and the project jeopardizes Reclamation's or the District's right and ability to operate and maintain the Federal facility, during construction, or at a later date, Reclamation will seek full and just compensation.

s. Each provision of this use authorization shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this use authorization shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the use authorization as a whole

t. (1) The grantee agrees to indemnify the United States for, and hold the United States and all of its representatives harmless from, all damages resulting from suits, actions, or claims of any character brought on account of any injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing any construction, care, operation, maintenance, supervision, examination, inspection, or other activities of the grantee.

(2) The United States, acting through Reclamation, Department of the Interior, reserves rights to construct, operate, and maintain public works now or hereafter authorized by the Congress without liability for termination of the use authorization or other damage to the grantee's activities or facilities.

(3) Reclamation may, at any time and at no cost or liability to the United States, terminate any use authorization in the event of a natural disaster, a national emergency, a need arising from security requirements, or an immediate and overriding threat to public health and safety.

(4) Reclamation may, at any time and at no cost or liability to the United States, terminate any use authorization for activities other than existing authorized private exclusive recreational or residential use as defined under § 429.2 if Reclamation determines that any of the following apply:

(i) The use has become incompatible with authorized project purposes, project operations, safety, and security;

(ii) A higher public use is identified through a public process described at § 429.32(a)(1); or

(iii) Termination is necessary for operational needs of the project.

(5) Reclamation may, at any time and at no cost or liability to the United States, terminate any use authorization if Reclamation determines that the grantee has failed to use the use authorization for its intended purpose. Further, failure to construct within the timeframe specified in the terms of the use authorization may constitute a presumption of abandonment of the requested use and cause termination of the use authorization.

(6) Reclamation may, at any time and at no cost or liability to the United States, terminate any use authorization if the grantee fails to comply with all applicable Federal, State, and local laws, regulations, ordinances, or terms and conditions of any use authorization, or to obtain any required permits or authorizations.

(7) The Regional Director may, upon advice of the Solicitor, modify these terms and conditions with respect to the contents of the use authorization to meet local and special conditions.

u. Any activity deemed to be illegal on federal lands will be cause for immediate termination of the use authorization.

5. NOTICES

a. Notices served under this Use Authorization shall be in writing and may be delivered by personal delivery; via recognized delivery services such as United Parcel Services (UPS) or Federal Express (FedEx); or by deposit in the United States Mail, postage prepaid, as certified mail, return receipt requested, and addressed as follows:

| UNITED STATES | APPLICANT | DISTRICT |
|---|---|---|
| Deputy Area Manager Bureau of Reclamation 230 Collins Road Boise, ID 83702 (208) 383-2200 | Joseph Rumsey 75 S. Kings Rd. Nampa, ID 83687 (208) 890-9440 | Manager Black Canyon Irrigation District P. O. Box 226 Notus, ID 83656 (208) 459-4141 |

b. Any notice delivered by personal delivery shall be deemed received by the addressee upon actual delivery. Any notice delivered by certified mail or delivery service shall be deemed received by the addressee on the third business day after deposit. The addresses to which notices are to be delivered may be changed by giving notice of such change in accordance with this paragraph. This paragraph shall apply where notice is required under this Use Authorization, and no specific requirements are set forth. Where this Use Authorization provides for a specific notice in a different manner, the more specific requirements shall prevail.

c. The parties hereby designate the Deputy Area Manager, Landowner, and Manager, as their respective authorized representatives for this Use Authorization. These individuals shall have authority to take any action allowed or required under this Use Authorization, on behalf of their employer. The parties may change their designated representatives at any time by giving notice of such change in accordance with this Article.

6. INCREASED COSTS

If the construction, operation, or maintenance of any or all of such structures and facilities of the United States across, over, under, or upon said right of way should be made more expensive by reason of the existence of improvements or works of RUMSEY thereon, such additional expense is to be estimated by the Reclamation, whose estimate is to be final and binding upon the parties hereto. RUMSEY will make payment thereof to the United States or any of its successors or assigns within (30) days after demand is made upon RUMSEY for payment of any such sums. As an alternative to payment, RUMSEY, at its sole cost and expense and within the time limits established by the United States, may remove or adapt its facilities constructed and operated by it on said right of way to accommodate the aforementioned structures and facilities of the United States. RUMSEY shall bear any costs incurred by the United States occasioned by the failure to remove or adapt its facilities within the time limits specified.

7. OFFICIALS NOT TO BENEFIT

No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

and within the time limits established by the United States, may remove or adapt its facilities constructed and operated by it on said right of way to accommodate the aforementioned structures and facilities of the United States. RUMSEY shall bear any costs incurred by the United States occasioned by the failure to remove or adapt its facilities within the time limits specified.

7. OFFICIALS NOT TO BENEFIT

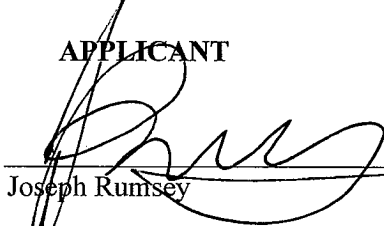
No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

IN WITNESS WHEREOF, the parties hereto have executed this Use Authorization the day and year first above written.

APPLICANT

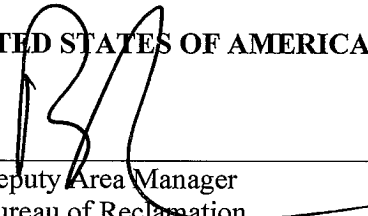
UNITED STATES OF AMERICA

By



Joseph Rumsey

By



Deputy Area Manager
Bureau of Reclamation

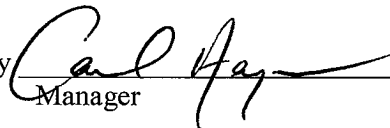
230 Collins Road
Boise, Idaho 83702-4520

Title Landowner/Applicant

DISTRICT

This Use Authorization has been considered and is hereby approved by the BLACK CANYON IRRIGATION DISTRICT the 2nd day of March, 2022

By

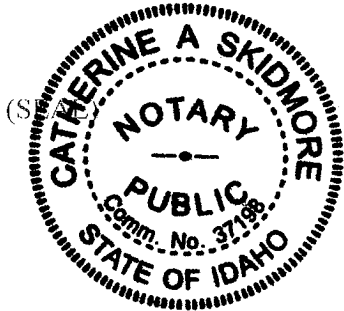

Manager

ACKNOWLEDGEMENT

STATE OF IDAHO)
)ss
County of Canyon)

On this 2nd day of March, 2022 personally appeared before me, the undersigned notary, CARL HAYES, known to me to be the official of the BLACK CANYON IRRIGATION DISTRICT who executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said DISTRICT, for the uses and purposes therein mentioned, and on oath stated that (s)he was authorized to execute said instrument.

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



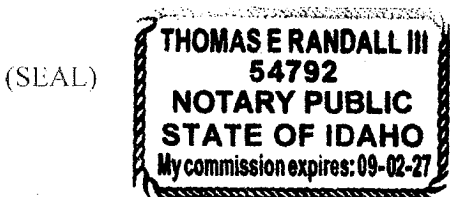
Catherine A. Skidmore
Notary Public in and for the
State of ID
Residing at Meridian, ID
My commission expires 3-13-2026

ACKNOWLEDGEMENT

STATE OF)
)ss
County of Canyon)

On this 25th day of March, 2022 personally appeared before me JOSEPH RUMSEY, known to me or identified to me on the basis of satisfactory evidence who executed the within and foregoing instrument and acknowledged that he/she signed said instrument for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

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



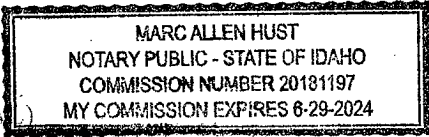
Thomas E. Randall III
Notary Public in and for the
State of Idaho
Residing at Nampa, ID
My commission expires 09/02/27

ACKNOWLEDGEMENT

STATE OF IDAHO)
)ss
County of Ada)

On this 30 day of March, 2022, personally appeared before me BRYAN HORSBURGH, to me known to be the official of the **UNITED STATES OF AMERICA** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States for the uses and purposes therein mentioned, and on oath stated that (s)he was authorized to execute said instrument.

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

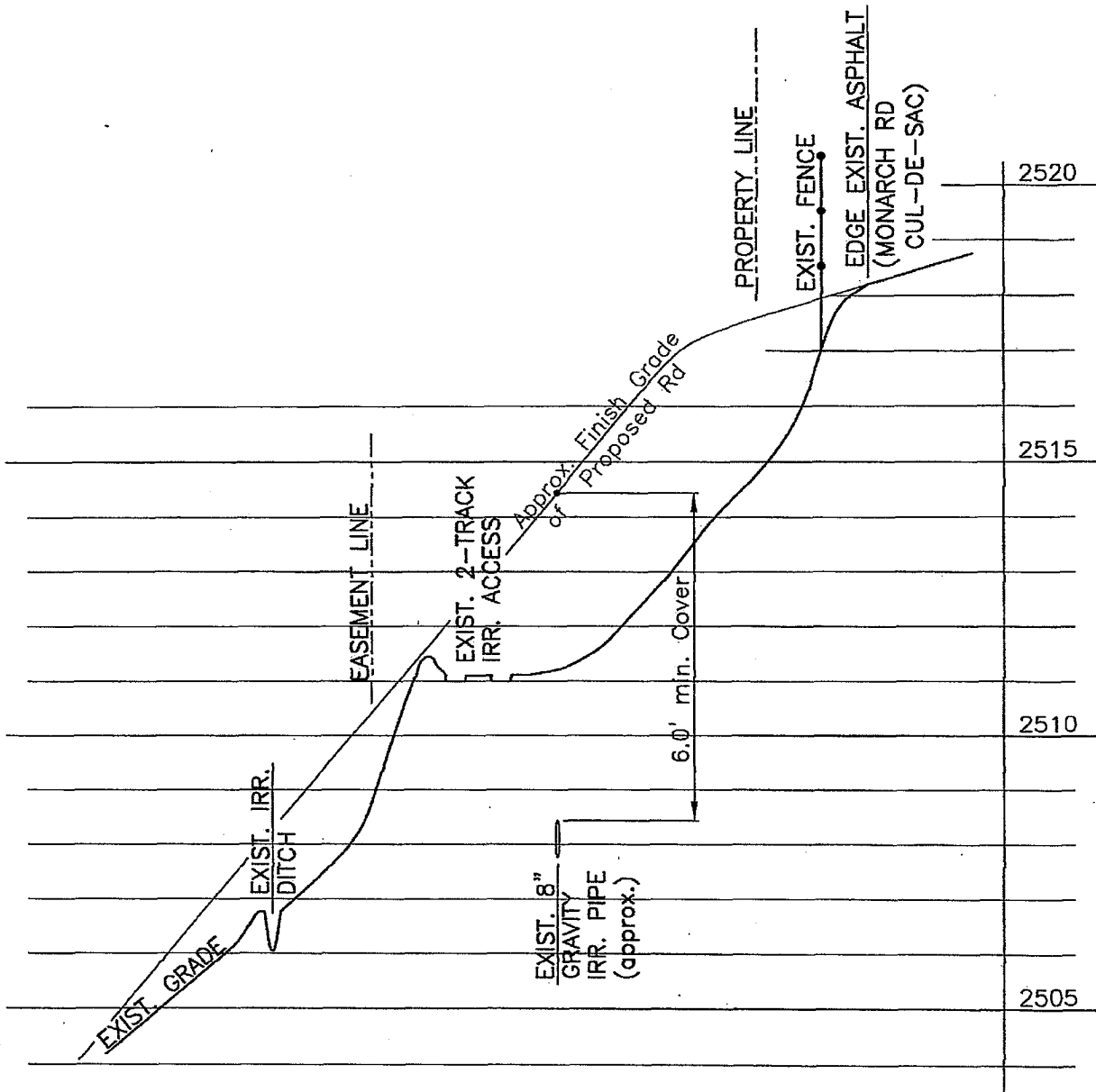


(SEAL)

Marc Allen Hust
Notary Public in and for the
State of ID
Residing at Boise
My commission expires 6/29/2024

HORNET COVE SUBDIVISION
IRRIGATION PIPE CROSSING

Sheet 3 of 4
Revision 1



A
2 Proposed YELLOW JACKET LANE
SCALE: 1" = 30.0' HORIZONTAL
1" = 3.0' VERTICAL

Exhibit C



300ft

-116.724 43.770 Degrees

Exhibit E

SA, GeoEye, Maxar | SRAO GIS | Esri Community Maps Contribut

Skinner Land Survey
Land Surveying & Engineering

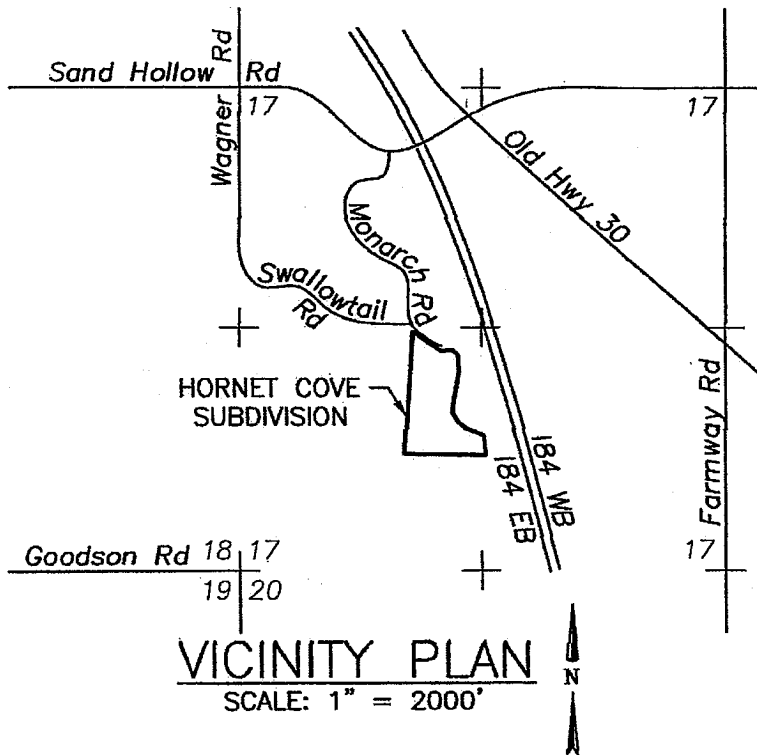
Project Hornet Cove Subdivision
Feature Irrigation Lateral Crossing

Contract No. FE0321
Designed RWCC
Revision 1

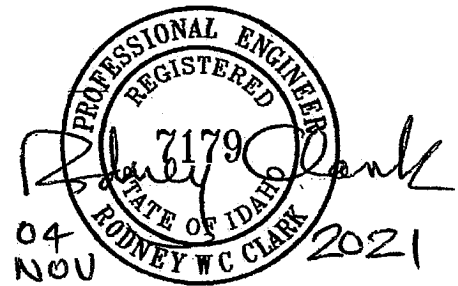
Sheet 1 of 4
File No. _____
Date SEP 2021
Date 04 NOV 2021

HORNET COVE SUBDIVISION
(at south end of Monarch Rd)
Between SAND HOLLOW & GOODSON Rds,
and between WAGNER & FARMWAY Rds,
CALDWELL, ID

CROSSING IRRIGATION LATERAL C1.1.4.3W



VICINITY PLAN
SCALE: 1" = 2000'



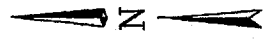
Rodney W C Clark
Skinner Land Survey

Rev. 1 (04 NOV 2021): Revised per 01 November Site Meeting.
Rev. 0 (13 OCT 2021): Issue for Irrigation District Review.

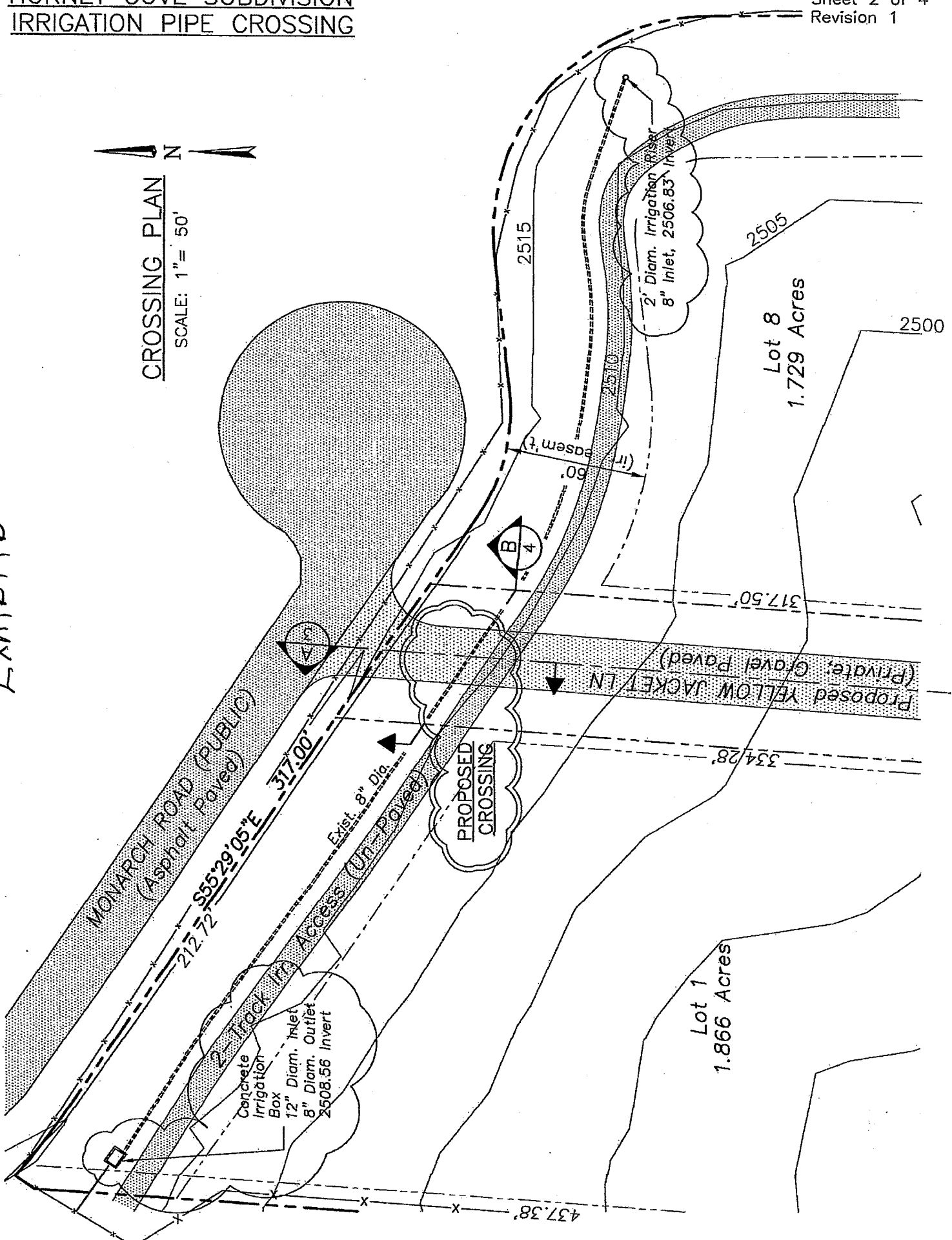
Exhibit A

HORNET COVE SUBDIVISION
IRRIGATION PIPE CROSSING

Exhibit B



CROSSING PLAN
SCALE: 1" = 50'



MONARCH ROAD (PUBLIC)
(Asphalt Paved)

212.72 S55°29'05"E 317.00'
Track In Access (Un-Paved)

Concrete Irrigation Box
12" Diam. Inlet
8" Diam. Outlet
2508.56 Invert

Exist. 8" Dia.

PROPOSED CROSSING

Proposed YELLOW JACKET LN
(Private, Gravel Paved)

2" Diam. Irrigation Riser
8" Inlet, 2506.83' Invert

Lot 1
1.866 Acres

Lot 8
1.729 Acres

437.38'

334.28'

317.50'

60' (Ir. easem't)

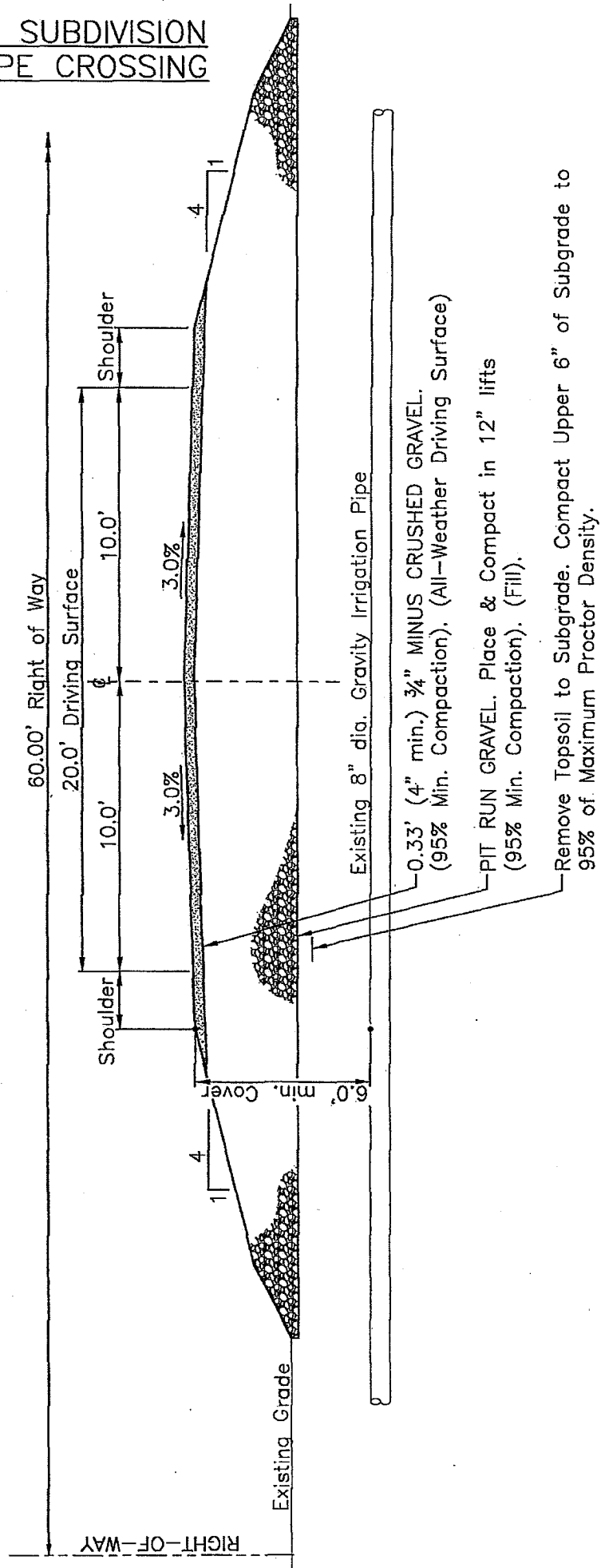
2515

2510

2505

2500

**HORNET COVE SUBDIVISION
IRRIGATION PIPE CROSSING**



SECTION **B**
1" = 5.0' / 2

Exhibit D