

**BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO**

IN THE MATTER OF PETITION FOR
ORDER AUTHORIZING ADDITIONAL USE
UNDER EXISTING PERMITS AND
MORATORIUM ORDER FOR WATER
RIGHTS 63-9138 & 63-9139 IN THE NAME
OF THE CITY OF BOISE

**THIRD AMENDMENT TO SECOND
STIPULATED AGREEMENT FOR
SETTLEMENT IN PART OF
PETITION AND STAY OF FURTHER
PROCEEDINGS**

This Third Amendment ("Third Amendment") to the Second Stipulated Agreement For Settlement in Part of Petition and Stay of Further Proceedings (Second Agreement), which was accepted by in this proceeding by the Director ("Director") of the Idaho Department of Water Resources ("Department") in a January 18, 2011 Order, is entered into among the undersigned Parties through their duly authorized representatives, in consideration of the promises stated in this Third Amendment. This Third Amendment modifies the Second Agreement only as specifically stated and described in this Amendment.

1. Section II.7 of the Second Agreement is modified to add new subsections II.7.f. and II.7.g that read as follows:

f. For Water Years 2017 and 2018 only, actual City production may exceed 300 mmg/yr up to but not to exceed 310 mmg/yr, to the extent determined by the City to be reasonably necessary to supply geothermal heat to existing City geothermal heating system customers. This provision and any actual City production in Water Years 2017 or 2018 under the existing City Permits in excess of 300 mmg/yr pursuant to this provision shall not be a basis for any final IDWR decision regarding existing City Permit license production limits, or otherwise alter the terms of this Agreement.

g. In addition to and not in lieu of any other rights and remedies described in this Agreement, the City, upon receiving notice from the Department or any other Party during Water Year 2017 or 2018 that material adverse water level or temperature effects to another Party's well or the aquifer are occurring, shall promptly suspend delivery of geothermal water

from the City system to interruptible customer Boise State University buildings served by the system, until at least after the City meets with the Department and the other Parties to consider any different or additional measures to take regarding the adverse effects described in the notice. The Parties shall cooperate with the Department and one another to schedule and complete that meeting as soon as reasonably practicable after each Party receives notice requesting the meeting from the Department or the City.

2. This Third Amendment shall be effective upon acceptance by the Department in the signature block provided below or via order or other document issued by the Department.

3. This Third Amendment may be executed in counterparts by the Parties and such counterparts, once executed, shall together constitute one final agreement binding the Parties to this Third Amendment as if one document had been signed by all Parties. This Agreement may be executed via facsimile or electronically exchanged signatures (including but not limited to PDF copies), which shall have the same force and effect as if they were original signatures.

Dated: 8-29-2017

PERKINS COIE LLP

By: Robert A. Maynard
Robert A. Maynard
Attorney for Petitioner City of Boise

**THIRD AMENDMENT TO SECOND STIPULATED AGREEMENT
FOR SETTLEMENT IN PART OF PETITION - 2**

134813832.2

SCANNED

AUG 30 2017

Dated: APRIL 12, 2017

MOORE, SMITH BUXTON & TURCKE

By: 
Lyndon P. Nguyen
Attorney for Boise Warm Springs Water District

Dated: _____

HAWLEY TROXELL

By: _____
Dana L. Hofstetter
Attorney for Edwards Family LLC

Dated: _____

**STATE OF IDAHO, DEPARTMENT OF
ADMINISTRATION**

By: _____
Julie Weaver
Deputy Attorney General, State of Idaho

Dated: _____

**STATE OF IDAHO, DEPARTMENT OF
LANDS**

By: _____
Angela Kauffman
Deputy Attorney General, State of Idaho

Dated: _____

HONSINGER LAW, PLLC

By: _____
Charles L. Honsinger
Attorney for the Terteling Company, Inc.

**THIRD AMENDMENT TO SECOND STIPULATED AGREEMENT
FOR SETTLEMENT IN PART OF PETITION - 3**

134813832.2

SCANNED

AUG 30 2017

Dated: _____

MOORE, SMITH BUXTON & TURCKE

By: _____

Attorney for Boise Warm Springs Water District

Dated: 6/21/17

HAWLEY TROXELL

By: *Garnette Edwards*
~~Dana L. Hofstetter~~ *Garnette Edwards*
Attorney for Edwards Family LLC
Manager

Dated: _____

**STATE OF IDAHO, DEPARTMENT OF
ADMINISTRATION**

By: _____

Julie Weaver

Deputy Attorney General, State of Idaho

Dated: _____

**STATE OF IDAHO, DEPARTMENT OF
LANDS**

By: _____

Angela Kauffman

Deputy Attorney General, State of Idaho

Dated: _____

HONSINGER LAW, PLLC

By: _____

Charles L. Honsinger

Attorney for the Terteling Company, Inc.

**THIRD AMENDMENT TO SECOND STIPULATED AGREEMENT
FOR SETTLEMENT IN PART OF PETITION - 3**

134813832.2

SCANNED

AUG 30 2017

Dated: _____

MOORE, SMITH BUXTON & TURCKE

By: _____

Attorney for Boise Warm Springs Water District

Dated: _____

HAWLEY TROXELL

By: _____

Dana L. Hofstetter

Attorney for Edwards Family LLC

Dated: _____

**STATE OF IDAHO, DEPARTMENT OF
ADMINISTRATION**

By: _____

Julie Weaver

Deputy Attorney General, State of Idaho

Dated: 3.28.17

**STATE OF IDAHO, DEPARTMENT OF
LANDS**

By: _____

Angela Kauffman

Deputy Attorney General, State of Idaho

Dated: _____

HONSINGER LAW, PLLC

By: _____

Charles L. Honsinger

Attorney for the Terteling Company, Inc.

Dated: _____

MOORE, SMITH BUXTON & TURCKE

By: _____

Attorney for Boise Warm Springs Water District

Dated: _____

HAWLEY TROXELL

By: _____

Dana L. Hofstetter

Attorney for Edwards Family LLC

Dated: _____

**STATE OF IDAHO, DEPARTMENT OF
ADMINISTRATION**

By: _____

Julie Weaver

Deputy Attorney General, State of Idaho

Dated: April 4, 2017

**STATE OF IDAHO, DEPARTMENT OF
LANDS**

By: Angela S Kaufmann

Angela Kaufmann

Deputy Attorney General, State of Idaho

Dated: _____

HONSINGER LAW, PLLC

By: _____

Charles L. Honsinger

Attorney for the Terteling Company, Inc.

MOORE, SMITH BUXTON & TURCKE

By: _____

Attorney for Boise Warm Springs Water District

Dated: _____

HAWLEY TROXELL

By: _____

Dana L. Hofstetter

Attorney for Edwards Family LLC

Dated: _____

**STATE OF IDAHO, DEPARTMENT OF
ADMINISTRATION**

By: _____

Julie Weaver

Deputy Attorney General, State of Idaho

Dated: _____

**STATE OF IDAHO, DEPARTMENT OF
LANDS**

By: _____

Angela Kauffman

Deputy Attorney General, State of Idaho

Dated: 3/27/2017

HONSINGER LAW, PLLC

By: Charles L. Honsinger

Charles L. Honsinger

Attorney for the Terteling Company, Inc.

ACCEPTED AS THIRD AMENDMENT TO THE SECOND AGREEMENT

Dated: Sept. 6, 2017

**IDAHO DEPARTMENT OF WATER
RESOURCES**

By: _____

Jeff Peppersack, Chief
Water Allocation Bureau