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DEPARTMENT OF
WATER RESOURCES

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Attorneys for Petitioner City of Boise

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

COMES NOW Petitioner City of Boise ("City"), by and through its counsel of record, pursuant to Rule 612 of the Rules of Procedure of the Department (IDAPA 37.01.01.612), and hereby requests acceptance by the Department of a third amendment ("Third Amendment") to the second stipulated agreement reached among each of the participants in this proceeding ("Parties"), for settlement in part of the City's Petition and to stay further proceedings in this matter ("Second Stipulated Agreement"). The City requests that the Department confirm its acceptance by issuance of a simple acceptance order or by authorized signature in the signature blank provided on the Third Amendment document, attached as Exhibit A to this motion. Counsel for each of the other Parties have executed the Third Amendment and do not oppose this motion.

The Third Amendment is a simple, limited modification of the Second Stipulated Agreement to allow for the City geothermal system production pumping in current Water Year 2017 and upcoming Water Year 2018 only to increase temporarily beyond the 300 million gallons per year ("mmg/yr") authorized in the Department's March 24, 2016 interlocutory order up to 310 mmg/yr, to the extent determined by the City to be reasonably necessary to supply geothermal heat to Boise State University and other existing City geothermal heating system customers during the remainder of Water Year 2017 and Water Year 2018, which commences October 1, 2017. This concept was discussed at the March 17, 2017 meeting among representatives of the Department and the Parties to the Second Stipulated Agreement, and the Parties have since agreed upon and executed the attached Third Amendment, which incorporates appropriate limitations and protective and mitigating measures.

For the reasons stated above, the City requests that the Director consider and accept the Third Amendment, via issuance of a simple acceptance order or by signature in the block provided for the Department in the attached Exhibit A.

DATED: August 29, 2017

PERKINS COIE LLP

By: Robert A. Maynard
Robert A. Maynard

Attorneys for Petitioner City of Boise

CERTIFICATE OF SERVICE

I, the undersigned, certify that on August 29, 2017, I caused a true and correct copy of the foregoing to be forwarded with all required charges prepaid, by the method(s) indicated below, in accordance with the Rules of Procedure, to the following person(s):

Idaho Department of Water Resources c/o Administrator, Water Resources 322 East Front Street PO Box 83720 Boise, Idaho 83720-0098	Hand Delivery U.S. Mail Facsimile: Overnight Mail	☐ ☒ ☐ ☐
Boise Warm Springs Water District c/o Lyndon Nyugen and Cherese McLain Moore, Smith, Buxton & Turcke 950 West Bannock, Suite 520 Boise, Idaho 83702	Hand Delivery U.S. Mail Facsimile: Overnight Mail	☐ ☒ ☐ ☐
Edwards' Family LLC c/o Dana L. Hofstetter Hawley Troxell Ennis & Hawley, LLP PO Box 1617 Boise, Idaho 83701-1617	Hand Delivery U.S. Mail Facsimile: Overnight Mail	☐ ☒ ☐ ☐
State of Idaho, Department of Lands c/o Angela Schaer Kaufmann Office of the Attorney General PO Box 83720 Boise, Idaho 83720-0010	Hand Delivery U.S. Mail Facsimile: Overnight Mail	☐ ☒ ☐ ☐
The Terteling Company, Inc. c/o Charles L. Honsinger Honsinger Law PLLC PO Box 517 Boise, Idaho 83701-0517	Hand Delivery U.S. Mail Facsimile: Overnight Mail	☐ ☒ ☐ ☐
State of Idaho, Department of Administration c/o Julie Weaver Office of the Attorney General PO Box 83720 Boise, Idaho 83720-0010	Hand Delivery U.S. Mail Facsimile: Overnight Mail	☐ ☒ ☐ ☐

Robert A. Maynard

EXHIBIT A

Third Amendment to Second Stipulated Agreement for Settlement

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

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.

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.

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 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:_____

IDAHO DEPARTMENT OF WATER RESOURCES

By: _____
Jeff Peppersack, Chief
Water Allocation Bureau