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APR 03 2014

DEPARTMENT OF
WATER RESOURCES

**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

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

This Second Amendment ("Second 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 Second Amendment. This Second 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.d. and II.7.e that read as follows:

d. For Water Year 2014 only, actual City production may exceed 280 mmg/yr up to but not to exceed 290 mmg/yr, to the extent determined by the City to be reasonably necessary to supply geothermal heat to existing City geothermal heating system customers during Water Year 2014. This provision and any actual City production in excess of 280 mmg/yr during Water Year 2014 shall not be a basis for any final IDWR decision regarding City Permits or license production limits or for any increase in production limit for Water Years 2015 through 2017, or otherwise alter the terms of this Agreement.

e. 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 2014 or 2015 that material adverse water level or temperature effects to another Party's well or the aquifer are occurring, shall promptly suspend delivery of geothermal

**SECOND AMENDMENT TO SECOND STIPULATED
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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 Second 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 Second 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 Second Amendment as if one document had been signed by all Parties.

Dated: April 2, 2014

PERKINS COIE LLP

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

Dated: _____

MOORE, SMITH BUXTON & TURCKE

By: _____
Bruce M. Smith
Attorney for Boise Warm Springs Water District

Dated: _____

HOFSTETTER LAW OFFICE

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

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

31699-0002/LEGAL120064669.2

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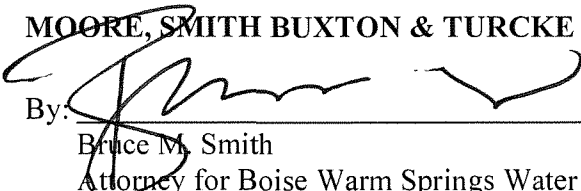
Dated: _____

PERKINS COIE LLP

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

Dated: 3/25/14

MOORE, SMITH BUXTON & TURCKE

By:  _____
Bruce M. Smith
Attorney for Boise Warm Springs Water District

Dated: _____

HOFSTETTER LAW OFFICE

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

**SECOND AMENDMENT TO SECOND STIPULATED
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By: _____

Robert A. Maynard
Attorney for Petitioner City of Boise

Dated: _____

MOORE, SMITH BUXTON & TURCKE

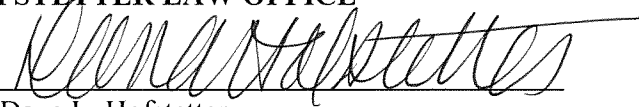
By: _____

Bruce M. Smith
Attorney for Boise Warm Springs Water District

Dated: April 2, 2014

HOFSTETTER LAW OFFICE

By: _____


Dana L. Hofstetter
Attorney for Edwards Family LLC

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

31699-0002/LEGAL120064669.2

Dated: 3-17-2014

**STATE OF IDAHO, DEPARTMENT OF
ADMINISTRATION**

By: 
Julie Weaver
Deputy Attorney General, State of Idaho

Dated: _____

**STATE OF IDAHO, DEPARTMENT OF
LANDS**

By: _____
Harriet A. Hensley
Deputy Attorney General, State of Idaho

Dated: _____

HONSINGER LAW, PLLC

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

ACCEPTED AS FIRST AMENDMENT TO THE SECOND AGREEMENT

Dated: _____

**IDAHO DEPARTMENT OF WATER
RESOURCES**

By: _____
Jeff Peppersack, Chief
Water Allocation Bureau

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

31699-0002/LEGAL120064669.2

Dated: _____

**STATE OF IDAHO, DEPARTMENT OF
ADMINISTRATION**

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

Dated: 3/28/2014

**STATE OF IDAHO, DEPARTMENT OF
LANDS**

By: Harriet A. Hensley
Harriet A. Hensley
Deputy Attorney General, State of Idaho

Dated: _____

HONSINGER LAW, PLLC

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

ACCEPTED AS FIRST AMENDMENT TO THE SECOND AGREEMENT

Dated: _____

**IDAHO DEPARTMENT OF WATER
RESOURCES**

By: _____
Jeff Peppersack, Chief
Water Allocation Bureau

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

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Dated: _____

**STATE OF IDAHO, DEPARTMENT OF
ADMINISTRATION**

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

Dated: _____

**STATE OF IDAHO, DEPARTMENT OF
LANDS**

By: _____
Harriet A. Hensley
Deputy Attorney General, State of Idaho

Dated: 3/21/14

HONSINGER LAW, PLLC

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

ACCEPTED AS FIRST AMENDMENT TO THE SECOND AGREEMENT

Dated: _____

**IDAHO DEPARTMENT OF WATER
RESOURCES**

By: _____
Jeff Peppersack, Chief
Water Allocation Bureau

Dated: _____

**STATE OF IDAHO, DEPARTMENT OF
ADMINISTRATION**

By: _____

Julie Weaver
Deputy Attorney General, State of Idaho

Dated: _____

**STATE OF IDAHO, DEPARTMENT OF
LANDS**

By: _____

Harriet A. Hensley
Deputy Attorney General, State of Idaho

Dated: _____

HONSINGER LAW, PLLC

By: _____

Charles L. Honsinger
Attorney for the Terteling Company, Inc.

SECOND

ACCEPTED AS ~~FIRST~~ AMENDMENT TO THE SECOND AGREEMENT

Dated: April 3, 2014

**IDAHO DEPARTMENT OF WATER
RESOURCES**

By: _____

Jeff Peppersack, Chief
Water Allocation Bureau

CERTIFICATE OF SERVICE

I hereby certify that on April 3, 2014, I mailed a true and correct copy of the Second Amendment to Second Stipulated Agreement for Settlement in part of petition and Stay of Further Proceedings to the following:

BOISE WARM SPRINGS WATER DISTRICT
C/O BRUCE SMITH
MOORE SMITH BUXTON & TURCKE CHTD
950 W BANNOCK ST STE 520
BOISE ID 83702

EDWARDS FAMILY LLC
C/O DANA HOFSTETTER
HOFSTETTER LAW OFFICE
608 W FRANKLIN ST
BOISE ID 83702

STATE OF IDAHO, DEPT OF LANDS
C/O HARRIET HENSLEY
OFFICE OF THE ATTORNEY GENERAL
PO BOX 83720
BOISE ID 83720-0010

STATE OF IDAHO, DEPT OF ADMIN
C/O JULIE WEAVER
OFFICE OF THE ATTORNEY GENERAL
PO BOX 83720
BOISE ID 83720-0010

TERTELING COMPANY INC
C/O CHARLES HONSINGER
HONSINGER LAW PLLC
PO BOX 2773
BOISE ID 83701-2773

ROBERT MAYNARD
PERKINS COIE LLP
PO BOX 737
BOISE ID 83701-0737

Emalee Rushing
Emalee Rushing, Administrative Assistant
Idaho Department of Water Resources