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IDAHO PUBLIC  
UTILITIES COMMISSION

*Attorneys for SUEZ Water Idaho Inc.*

**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

IN THE MATTER OF THE JOINT  
APPLICATION OF SUEZ WATER IDAHO  
AND EAGLE WATER COMPANY FOR  
THE ACQUISITION OF EAGLE WATER  
COMPANY

**Case Nos. SUZ-W-18-02  
EAG-W-18-01**

**AMENDMENT TO JOINT  
APPLICATION FOR APPROVAL  
OF ACQUISITION OF EAGLE  
WATER COMPANY, INC. ASSETS  
BY SUEZ WATER IDAHO INC. AND  
AMENDMENT OF CERTIFICATE  
OF PUBLIC CONVENIENCE AND  
NECESSITY NO. 143, APPROVAL  
OF RATES AND CHARGES**

COME NOW Eagle Water Company, Inc. (“Eagle Water”) and SUEZ Water Idaho Inc. (“SUEZ”) collectively the “Applicants” and in support of this *Amendment to Joint Application for Approval of Acquisition of Eagle Water Company, Inc. Assets, etc.* (“*Amended Joint Application*”) in the above-captioned Cases filed with and pending before the Idaho Public Utilities Commission (“Commission”), respectfully show as follows:

**BACKGROUND**

On November 15, 2018, the Applicants filed their *Joint Application* with the Commission seeking approval of SUEZ’ acquisition of certain Eagle Water assets, amendment of SUEZ’

CPCN, and approval of new rates and charges that would become applicable to former and future customers within Eagle Water's certificated service area once transferred to SUEZ' certificated service area as amended. The Joint Application was supported by the Direct Testimony of Marshall Thompson, Cathy Cooper and Jarmila Cary of SUEZ and by Direct Testimony of Robert V. DeShazo, Jr. of Eagle Water.

Among other things, the *Joint Application* requested Commission approval to include in SUEZ' rate base and future rate proceedings an acquisition adjustment in the amount of the purchase price plus reasonable acquisition costs, and provide for a three-year phase in of SUEZ' rates to former Eagle Water customers.

A copy of the Asset Purchase Agreement ("APA") as executed between H2O Eagle Acquisition, LLC ("H2O Eagle") and SUEZ ("H2O Eagle-SUEZ APA") is included as Attachment 1 to the *Joint Application*. The Asset Purchase Agreement as executed between Eagle Water and H2O Eagle) is included as Exhibit G to the H2O Eagle-SUEZ APA.

Following the Commission's public notice, numerous parties sought and were granted intervention, including the City of Eagle (the "City"). On January 4, 2019, the City filed an *Amended Petition to Intervene*, in which it asserted that the City held a contractual right of first refusal ("ROFR") to purchase the Eagle Water assets that were the subject of the Joint Application.

On February 27, 2019, the City filed its *Notice of Filing in Related Judicial Proceeding* identifying the City's civil action against Eagle Water in Fourth Judicial District Case No. CV01-19-03534. On March 21, 2019, SUEZ filed its *Unopposed Motion for Stay of the Joint*

*Application* pending disposition of the District Court Case. SUEZ' Motion for Stay was granted by the Commission on March 27, 2019.

On June 4, 2019, the District Court granted SUEZ' intervention in the District Court case. The City, Eagle Water and SUEZ proceeded with litigation of the issues pursuant to the District Court's scheduling order. The parties also entered into an extended mediation, which ultimately resulted in a *Settlement Agreement and Mutual Release* and a *Stipulation of Dismissal* filed with the District Court on February 24, 2021.

On March 8, 2021, the District Court ordered that all claims and counterclaims were dismissed with prejudice with the caveat that the dismissal was without prejudice to the ability of the City of Eagle to refile its claims in the event that the sale of the assets of Eagle Water to SUEZ is not completed. Therefore, as a result of the settlement and the Order of Dismissal, there are no current impediments to the Commission deciding the Joint Application. SUEZ and Eagle Water notified the Commission and other parties to the Joint Application proceeding of the settlement via their *Eighth Quarterly Status Report* filed on March 23, 2021.

Of relevance to the Joint Application, the *Settlement Agreement* included the following terms:

1. The previously filed joint asset purchase price of \$10,000,000 was increased to \$10,500,000 post-settlement.
2. The parties agreed to support a five-year phase-in of any approved SUEZ rate increase for current Eagle Water customers instead of the three-year phase-in proposed in the *Joint Application*;

3. SUEZ and the City entered into a Water Management Agreement (“WMA”), a true and correct copy of which is attached hereto as Supplemental Attachment 5. To the extent that any terms of the WMA are subject to Commission approval, SUEZ and the City agreed to use best efforts to diligently pursue such approval.

4. SUEZ agreed to use its best efforts to make improvements to the acquired Eagle Water assets (defined in the Settlement Agreement as “System”) “in accordance with the schedule of improvements as [may be] approved by the Commission;”

5. The parties agreed that the Joint Application may need to be amended to reflect the above settlement terms and to facilitate approval of the Eagle Water asset sale to SUEZ.

#### **THE WATER MANAGEMENT AGREEMENT**

The WMA entered into between SUEZ and the City serves several important purposes. The parties desired to work in good faith to address current and potential future areas of service conflicts. They also wished to minimize the potential for future conflicts concerning water right appropriations and transfers before the Idaho Department of Water Resources (“IDWR”) and to establish protocols for regular and improved communications concerning their ongoing and planned water service and water use.

The parties agreed that SUEZ would pursue Commission approval of certain adjustments to its certificated service area boundaries. If the *Joint Application* is approved, the Eagle Water service area is to be incorporated into SUEZ’ CPCN as requested in the Joint Application. SUEZ agreed to apply to the Commission within sixty days of the WMA’s execution to amend its CPCN to remove an area known as the “Trailhead Community Area.” That application was

filed on April 2, 2021, as Case No. SUZ-W-21-01. SUEZ agreed that within 18 months of the effective date of a final Commission order approving the Eagle Water asset sale to SUEZ and SUEZ' actual asset acquisition, the City could apply to the Commission seeking removal of a small area with approximately 28 current SUEZ customers from SUEZ' certificated service area so that the City could provide service within that area and to those customers. If the City makes this filing, then SUEZ will cooperate, and if necessary, participate as a joint applicant. Also, unless SUEZ has received a request to serve and is serving or committed to serve a request in the area of its current CPCN lying west of State Highway 55, SUEZ will seek Commission approval to remove the entire area west of the highway from its CPCN if the City annexes all or part of the area west of the highway.

The WMA includes agreements concerning SUEZ' "Planning Area Boundary," which is a boundary used for water right planning and administration purposes before the Idaho Department of Water Resources ("IDWR").

The WMA includes agreements concerning: mutual non-opposition and support of certain filings by the other party with the IDWR and the Commission; the locations of future ground water points of diversion in relation to the parties' existing wells and service areas; conditions that IDWR may include in certain ground water right transfers; and the collection and exchange of information, including ground water levels and monthly withdrawal volumes.

The WMA also includes agreements providing for ongoing cooperation and communications and key terms to be included in any future intertie agreements.

The details of the agreed upon terms and the rationale for them are discussed in the Supplemental Direct Testimony of Marshall Thompson filed contemporaneously with this Amended Application.

### **AMENDMENTS TO THE ASSET PURCHASE AGREEMENTS**

As a result of the Settlement Agreement and the intervening time since the original APAs were executed and the Joint Application proceeding was stayed, SUEZ, Eagle Water and H2O Eagle have determined that certain amendments to these agreements are necessary. The H2O Eagle-SUEZ APA has been amended increase the purchase price to \$10,500,000.

True and correct copies of the Amendment to the H2O Eagle-SUEZ APA and the Amendment to the Eagle Water-H2O APA are attached hereto as Supplemental Attachment 6.

### **AMENDMENTS TO THE JOINT APPLICATION**

**1. Paragraph III of the Joint Application is amended as follows:**

Eagle Water currently provides water service to approximately ~~4,200~~ 4,400 customers within its certificated service area in the vicinity of Eagle, Idaho pursuant to Certificate of Public Convenience and Necessity No. 278 as amended. A map of the Eagle Water service area and key facilities to be acquired is attached hereto as Attachment 1. SUEZ provides water service to approximately ~~96,000~~ 99,000 customers within its certificated service area in the greater Boise metropolitan area pursuant to Certificate of Public Convenience and Necessity No. 143 as amended.

**2. Paragraph VI of the Joint Application is amended as follows:**

H2O Eagle and SUEZ have similarly entered into an Asset Purchase Agreement (the H2O Eagle – SUEZ APA”) whereby H2O Eagle has agreed to sell and SUEZ has agreed to purchase, the Eagle Water assets to be acquired by H2O Eagle together with all of H2O Eagle’s right to purchase the Eagle Water assets under the Eagle Water – H2O Eagle APA for a total purchase price of \$10 Million \$10,500,000. Subject to Commission approval Eagle Water, H2O Eagle and SUEZ contemplate a simultaneous closing of the respective purchases and sales such that SUEZ will become the ultimate purchaser and owner of the Eagle Water assets immediately upon closing. A true and correct copy of the H2O Eagle – SUEZ APA is attached hereto as Attachment 2.

**3. Paragraph VIII of the Joint Application is amended as follows:**

SUEZ is proposing that rates for Eagle Water customers be adjusted over a ~~three-year~~ five-year phase-in period to bring Eagle Water rates to parity with SUEZ’ rates, as shown in Amended Exhibit 1, Schedule 2 to the Supplemental Direct Testimony of Ms. Jarmila Cary submitted contemporaneously with this Application. Upon approval of this Application by the Commission, SUEZ will file conforming tariffs pursuant to Commission RP 133.

**4. Paragraph IX of the Joint Application is amended as follows:**

SUEZ’ obligation to close the asset purchase is conditioned, among other things, upon Commission approval with conditions acceptable to SUEZ,

including: 1) approval of the asset purchase and sale; 2) approval of an acquisition adjustment to rate base for the full amount of the purchase price and acquisition costs to be amortized over forty years; 3) approval of SUEZ' proposed ~~three-year~~ five-year phased-in rate increase for Eagle Water customers to bring them into rate parity with SUEZ' existing customers; and 4) transfer of Eagle Water's service area and customers to SUEZ and amendment of SUEZ' CPCN to incorporate same.

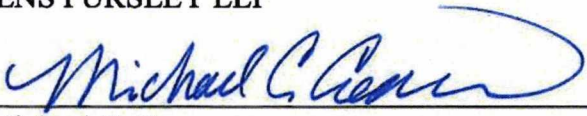
**5. Section 4 of the Joint Applicant's Prayer for Relief is amended as follows:**

4. Approving SUEZ' proposed ~~three-year~~ five-year phase-in of Eagle Water customer rates to match SUEZ' customer rates as requested herein and directing SUEZ to file conforming tariffs.

This *Amended Joint Application* is supported by the Supplemental Direct Testimony of Marshall Thompson, Cathy Cooper and Jarmila Cary of SUEZ, and the Supplemental Direct Testimony of Robert V. DeShazo, Jr. of Eagle Water filed contemporaneously herewith.

DATED this 8<sup>th</sup> day of June, 2021.

GIVENS PURSLEY LLP

By:   
Michael C. Creamer  
Givens Pursley LLP  
*Attorneys for SUEZ Water Idaho*



## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 9<sup>th</sup> day of June, 2021, a true and correct copy of the foregoing document was served on the following in the manner indicated:

Jan Noriyuki  
Commission Secretary  
Idaho Public Utilities Commission  
P.O. Box 83720  
Boise, Idaho 83720-0074  
*IPUC*

by U.S. Mail  
 by Personal Delivery (Original & 3 copies)  
 by Facsimile  
 by E-Mail [secretary@puc.idaho.gov](mailto:secretary@puc.idaho.gov)  
[jan.noriyuki@puc.idaho.gov](mailto:jan.noriyuki@puc.idaho.gov)

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 by Facsimile  
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*Intervenor City of Eagle*

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\_\_\_\_\_  
Michael C. Creamer

**ATTACHMENT 5**  
**SUEZ WATER IDAHO INC.**

**Water Management Agreement**

**(28 PAGES)**

## 2021 CITY OF EAGLE - SUEZ WATER IDAHO INC. -

### WATER MANAGEMENT AGREEMENT

THIS 2021 WATER MANAGEMENT AGREEMENT ("Agreement") is entered into by and between the City of Eagle, a municipal corporation of the State of Idaho (hereinafter "Eagle"), and SUEZ Water Idaho Inc., an Idaho corporation (hereinafter "SUEZ"). Eagle and SUEZ are sometimes referred to hereinafter as the "Party" or "Parties," as the case may be.

#### **RECITALS:**

- A. Eagle has a municipal water department providing water utility service to customers both within and beyond the boundaries of its City Limits, within Eagle's current service area.
- B. Pursuant to Idaho Code § 42-202B(9), Eagle has the right to extend municipal water service to customers within its Area of City Impact established under the Local Land Use Planning Act at Idaho Code § 67-6526 so long as the delivery system outside of the Corporate Limits is physically connected to the delivery system within its Corporate Limits.
- C. Eagle's City Limits are shown on Exhibit A with a solid red line. In addition, Eagle's planned future water service area, which includes within it Eagle's Area of City Impact, is shown on the Exhibit with a shaded pink area.
- D. SUEZ currently is authorized to provide municipal water to customers within the "Certificated Area" as approved by the Idaho Public Utilities Commission ("Commission") and shown on Exhibit A with a solid blue line and shaded blue areas.
- E. Pursuant to the Idaho Municipal Water Rights Act of 1996, SUEZ established a "Planning Area" extending beyond its Certificated Area to which it anticipates extending service in the coming years, subject to approval by the Idaho Public Utilities Commission.
- F. The boundary of SUEZ' current Planning Area is shown on Exhibit A with a blue dashed line.
- G. The Parties have worked in good faith to address current and potential future areas of service conflicts and now wish to enter into this Agreement to more clearly define their respective water service areas; to establish protocols, procedures, and criteria applicable to any change in their respective service areas; and to address certain other matters set out herein.

## TERMS OF AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, promises, and agreements between the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Continued Service:** This Section applies except as otherwise expressly provided in this Agreement or any written amendment thereto. As between the Parties, (i) SUEZ shall have the exclusive right to provide water service to customers within its Certificated Area as approved from time to time by the Commission and within its Planning Area; (ii) Eagle shall have the exclusive right to provide water service within its Corporate Limits, its current service area, its Proposed Area of City Impact, and its future service area as delineated on Exhibit A; and (iii) both Parties shall have the exclusive right to continue to provide water service to such areas and customers as they already serve or will serve consistent with the terms of this Agreement, including *Service Area Boundary Adjustments* as well as *SUEZ Planning Area Boundary Adjustments* contemplated by this Agreement.
2. **Service Area Boundary Adjustments:**
  - a. **Gray Areas:** Areas depicted as Area 1, Area 3, and Area 6 on Exhibit A are designated as "Gray Areas" under this Agreement. Within any Gray Area, and on a request-by-request basis, the Party that has facilities available in the vicinity or that is otherwise most easily, efficiently, and reliably able to serve a new customer request made as of or after January 22, 2021 shall provide water service to that portion of the area as is included or addressed in the particular new customer service request. Area 5 or a portion thereof may become a Gray Area pursuant to the provisions of Section 2(b)(iii).
  - b. **SUEZ Certificated Area Adjustments:**
    - i. **Eagle Water Company Certificated Area:** Upon conclusion and approval of SUEZ and Eagle Water Company's Joint Application by the Commission, and completion of the sale to and acquisition by SUEZ of Eagle Water Company's water system assets, Eagle Water Company's certificated service area shall become part of SUEZ' certificated service area and planning area for purposes of this Agreement.
    - ii. **Area 4:** Eagle shall have 18 months from the effective date of a final order of the Commission approving SUEZ' acquisition of Eagle Water Company's water system assets, and SUEZ' actual acquisition of same, to prepare and prosecute an application with the Commission, which SUEZ

will cooperate with and if necessary participate in as a joint applicant, concerning a request to remove Area 4 as depicted on Exhibit A from SUEZ' Certificated Area. The application will also request the transfer of the obligation to serve SUEZ' then existing customers in Area 4 from SUEZ to Eagle. Eagle shall at its own cost apply to the Commission and shall bear the costs of switching these customers over to Eagle's water system. If Eagle does not file this application within this 18 month period, Eagle shall be deemed to have waived its right to serve customers in Area 4 under this Agreement. Provided, however, that if Eagle is proceeding in good faith with due diligence to effect the transfer within 18 months' time, the time period shall be extended for another 6 months.

- iii. Area 5: Unless SUEZ has already (i) received a request for service within the area lying west of State Highway 55 in Ada County and depicted as Area 5 and (ii) is serving or has made a commitment to serve that request in Area 5, then at such time, if any, that Eagle annexes all or part of Area 5 into the City limits, SUEZ shall seek approval from the Commission to remove such part or all of Area 5, as is annexed by Eagle, from SUEZ' Certificated Area. Upon Commission approval, Eagle shall have the exclusive right to provide water service in such part or parts of Area 5 as may be removed from SUEZ' Certificated Area. If SUEZ already has made a commitment to serve in some part of Area 5 at the time of annexation by Eagle, or if an application made under this Section 2(b)(iii) is not approved by the Commission, then that portion of Area 5 where service is being provided by SUEZ shall become a Gray Area.
- iv. Area 3: Within sixty (60) days after the Effective Date of this Agreement, SUEZ will file an application with the Commission requesting an amendment to its Certificate of Public Convenience and Necessity ("CPCN") removing the area depicted as a blue polygon within Area 3 in Exhibit A attached hereto, from SUEZ' Certificated Area. During the pendency of such application, SUEZ will advise any potential customer, landowner or developer inquiring concerning extension of service to them within the blue polygon certificated service area that SUEZ has applied to have this area removed from its CPCN and if the application is approved, SUEZ may not be required to provide the requested service and that the requesting party should evaluate other opportunities, including obtaining service from

Eagle. Regardless of whether such application is approved by the Commission, the entirety of Area 3, including the blue polygon area is designated a Gray Area.

3. SUEZ Planning Area Boundary Adjustments:

- a. Within 60 days of Eagle's annexation of Area 5, and to the extent that SUEZ is not serving or committed to serve customers in a portion of Area 5, SUEZ shall notify IDWR that SUEZ will not thereafter include any unserved portions of Area 5 in its Planning Area boundary and will not include then unserved portions of Area 5 in its Planning Area boundary in any future filing with IDWR.
- b. Within 60 days following issuance of a final order by IDWR approving SUEZ' pending application In the Matter of Integrated Municipal Application Package of SUEZ Water Idaho Inc. For Applications for Transfer of Water Rights (hereinafter "IMAP"), SUEZ shall notify IDWR that SUEZ will not thereafter include Area 2 and the area commonly known as the "Ada/Eagle Sports Complex and Bike Park" (depicted as the "Eagle Sports Complex" on Exhibit A) in its Planning Area boundary or include them in its Planning Area boundary in any future filing with IDWR. SUEZ and Eagle agree that upon such notification(s) to IDWR by SUEZ, as between SUEZ and Eagle, Eagle shall have the sole right and obligation to provide water service to the entirety of the Eagle Sports Complex.

4. Non-Opposition and Support of Administrative Filings: The Parties agree not to oppose or protest any filing by the other Party with IDWR or the Commission in connection with such service except on grounds unrelated to the allocation of service areas in this Agreement. The Parties each reserve the right to participate in any proceeding before the IDWR or the Commission regarding the provision of municipal water services to existing or future customers of SUEZ or the Eagle Water Department or within Eagle's current or future service area, and as such areas may be amended or altered in the future. Further, in light of the Parties' shared goals described above, Eagle expresses its good faith intent to play a supportive role with respect to SUEZ' IMAP application and similar applications in the future. Likewise, SUEZ expresses its good faith intent to be supportive of similar long-term water planning applications and submittals that may be filed by Eagle in the future.

5. Definition of "Commitment to Serve": For purposes of this Agreement, "committed to serve" or "Commitment to Serve" (collectively "Commitment to Serve") shall mean that a Party has made a commitment to serve a prospective customer, landowner or a developer that has been contractually accepted in writing by the prospective customer, landowner or developer such that there is a mutually binding commitment to serve and accept municipal water service. A mere offer or proposal to serve, or an unaccepted

commitment to serve, does not constitute a "Commitment to Serve" under this Agreement.

6. **Future Boundary Adjustments:** The Parties may, in the future, agree to make adjustments along their service area boundaries not addressed by this Agreement where the Parties agree that water service can more easily, efficiently, and reliably be served by the other Party because infrastructure is already in place or for other reasons. Such adjustments to service boundaries may be effected by written agreement executed by both Parties. Amendment of this Agreement is not required.
7. **Meetings:** The Parties shall meet, at a minimum, one time per year to review operations, discuss items of joint interest to the Parties, and maintain open communications.
8. **Intertie Agreements:** Either Party may request an intertie point for emergency or routine water supplies, which is contingent upon both Parties agreeing that they can provide the requested supply at the requested location. The intertie agreement will be substantially in the form of SUEZ and Eagle's existing Intertie Agreement (attached hereto as Exhibit B) and shall contain, among others, the following provisions: a) The requesting Party shall pay for design and construction of the intertie facility; b) Each intertie shall be mutually beneficial to both Parties; c) There shall be no recurring charge to either Party for the intertie; d) The rate for service supplied under such intertie agreement by either Party shall be that Party's Volume Charge; e) No "base", "customer", "service", "fixed", "franchise" or "IDEQ" fees or charges of any type shall be applicable for billing purposes by either Party; f) Both Parties must apply for and receive appropriate approval(s) from Idaho Department of Environmental Quality for the intertie facility, which will require a separate written agreement detailing the operations plan and legal agreement; and g) SUEZ also must apply for and receive approval from the Idaho Public Utilities Commission for each intertie point before the agreement is effective.
9. **Franchise Fee:** Eagle's authority to change the franchise fee percentage charged to SUEZ in accordance with State Law is not affected by this Agreement.
10. **Water Rights Matters:** To avoid lengthy protests and costly water right legal interventions, the Parties agree to the following guidelines related to wells and water rights.
  - a. Both Parties agree to maintain in perpetuity records of monthly withdrawal volumes and semi-annual (December and March) water levels for their respective wells within Eagle City limits and north of the Boise River, and to produce such records (including raw data) to the other Party upon request.



- b. No new SUEZ points of diversion or places of use will be sought outside of SUEZ' 2012 Planning Area Boundary (as amended over time) in: i) that portion of T4N, R1E lying north of the Boise River; ii) that portion of T4N, R1W lying north of the Boise River; iii) T5N, R1E; or iv) the current Eagle Water Company service area (as amended over time). No new Eagle points of diversion or places of use will be sought within SUEZ' 2012 Planning Area Boundary or the current Eagle Water Company service area (both as amended over time). The Parties can agree differently in writing in the future on a case-by-case basis. This provision does not prohibit reworking existing wells to maintain production capacity or replacing existing wells with wells of the same or similar capacity. No new SUEZ production wells will be constructed within 1/3-mile distance from Eagle production wells without Eagle's prior written consent. No new Eagle production wells will be constructed within 1/3-mile distance from SUEZ production wells without SUEZ' prior written consent.
- c. Any water right transfers to create APODs that include then-existing wells will include an APOD condition substantially as follows: "To the extent necessary for administration between points of diversion for ground water, and between points of diversion for ground water and hydraulically connected surface sources, ground water was first diverted under this right from [name of well] located in [quarter-quarter legal description]."
- d. The Parties agree to advise each other at least four weeks in advance prior to filing any water right application (as defined below) with IDWR with respect to a ground water right with a point of diversion within 1/3 of a mile of the other Party's then existing certificated service area (in the case of SUEZ) or city limits and then existing service area (in the case of Eagle). The purpose of this advance notice is to provide the Parties an opportunity to express any concerns to the other Party prior to the filing and, if those concerns are not addressed, to protest or seek other appropriate relief before IDWR. Following notification of intent to file an application and upon request by the other Party, the applicant shall meet with the requesting Party to discuss the application. If a Party fails to provide advance notice as required by this paragraph, the approval of any application made without the required notification shall be voidable, but only if the objecting Party serves a demand letter upon the applicant within 30 days of learning of the breach and no accommodation is reached despite good faith efforts of the Parties to address legitimate concerns. This Agreement does not prohibit the Party from filing a similar application in the future, which shall be subject to the same notice requirements. This remedy does not limit any other legal or administrative remedy available to the other Party to address material injury. A Party's right to protest or

seek the voidance of an approval of an application made without the notification required by this Section shall be the sole remedies under this Agreement for such failure to notify.

- e. "Application" for purposes of this provision is defined to include all applications filed with IDWR involving water rights, permits, and related matters except as provided in this paragraph. This includes any application to appropriate water, to transfer or change the elements of an existing water right, to amend an existing permit, to effect an exchange of water right, to implement a mitigation plan, to create a ground water district, to create or modify a ground water management or critical ground water area, to impose any type of administration of water rights to initiate rulemaking, or to initiate any other proceeding or seek any other relief. However, the term "application" does not include a protest or similar objection by a Party as to an application of any sort filed by a third party. Nor does the term include an application by a Party for lease or rental of a water right. The term "application" does not include communications with IDWR to correct clerical errors, to address other ministerial matters, or to seek guidance or clarification on regulatory matters. Finally, the term "application" does not include discussions or actions on legislative, regulatory, or other public policy matters.
- f. The Parties agree to advise each other at least four weeks in advance prior to work on either of the Parties' wells within 1/3 mile of the other Party's then existing certificated service area (in the case of SUEZ) or city limits and then existing service area (in the case of Eagle). "Work" on a well requiring notice under this provision means the reconstruction, deepening, expansion, redrilling, or exploratory drilling of any municipal water supply or other well. "Work" does not include routine maintenance activities. If emergency "Work" has to be undertaken, reasonable notice shall be given under the circumstances.

11. Obligation to Serve: SUEZ and Eagle acknowledge their legal obligation distinct from this Agreement to provide reliable water service to their respective customers under applicable law, that their water supply may come from various sources and water rights and, with respect to SUEZ, pursuant to its rules, regulations and tariffs and the Commission's Customer Relations Rules. The quality of water distributed by SUEZ and Eagle shall be of such standard as to conform to the Idaho Department of Environmental Quality "Idaho Rules for Public Drinking Water Systems," IDAPA 58.01.08, as subsequently amended, or any other Federal or State regulations governing the quality of water distributed by SUEZ and Eagle. Notwithstanding any provision in this section, nothing contained herein shall obligate SUEZ or

Eagle to do anything other than to conform to what state regulatory agencies may legally require.

12. **Entire Agreement:** This Agreement and all exhibits hereto embody the entire Agreement of the Parties with respect to the subjects discussed herein. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement supersedes all previous and contemporaneous communications, representations, and agreements, either written or verbal, between the Parties on these matters.
13. **Severability:** If any of the provisions of this Agreement shall be held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect, unless elimination of the unenforceable provisions shall materially frustrate the intent of the Parties.
14. **Successors and Assigns:** This Agreement shall be binding upon the Parties hereto and their respective administrators, employees, successors, and assigns.
15. **Controlling Law:** This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho. No term or omission of language in this Agreement shall be construed to amend or waive any provision of the regulations or ordinances of the City of Eagle. The venue for any claim, litigation, or cause of action between the Parties pertinent to this Agreement shall be the Fourth Judicial District Court, Ada County, Idaho.
16. **Exhibits:** All exhibits attached hereto, except Exhibit B (existing SUEZ and Eagle Intertie Agreement), which is attached for illustrative and reference purposes only, are incorporated into and made a part of this Agreement as if expressly and fully set forth in the body of this Agreement.
17. **Notice:** Notices and other communications required or contemplated under this Agreement shall be in writing and shall be deemed received when mailed by certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service, to the respective Parties at the following addresses:

Eagle: City of Eagle  
ATTN: Water Department Superintendent  
660 E Civic Lane  
Eagle, ID 83616

With copy to:  
City Attorney  
660 E Civic Lane  
Eagle, ID 83616

SUEZ: SUEZ Water Idaho Inc.  
ATTN: General Manager

8248 W Victory Rd.  
Boise, Idaho 83709

With copy to:  
Christopher H. Meyer  
Givens Pursley LLP  
601 W. Bannock St.  
Boise, ID 83702

or

P.O. Box 2720  
Boise, ID 83701

18. **Amendment**: No amendment, alteration, or modification of this Agreement shall be effective unless made in writing and duly executed by the Parties.
19. **Effective Date**: The Effective Date shall be the date of the last signature to be affixed to this document below.
20. **Duplicate Originals**: This Agreement shall be executed in duplicate originals, with each page, including exhibits, initialed by each Party, and each Party shall retain one original of the executed Agreement.
21. **Waiver**: Any waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other breach and shall not be effective at all unless in writing executed by the waiving Party.
22. **Dispute Resolution**: Any and all disputes arising under, pertaining to, or touching upon this Agreement or the statutory rights or obligations of either Party, shall, if not resolved by negotiation between the Parties, be subject to non-binding mediation before an independent mediator selected by the Parties. The Parties shall endeavor to mutually agree on an independent, third-party mediator within fifteen days of the other Party's receipt of the demand for mediation. If the Parties are unable to agree upon a mediator, any Party may file a declaratory judgment action with the Fourth Judicial District Court for the State of Idaho, Ada County, Idaho requesting the Court to designate and appoint a qualified mediator from the list of Civil Case Mediators maintained by the Idaho Supreme Court to mediate the dispute in accordance with the Uniform Mediation Act, Idaho Code Section 9-801, *et. al.*

seq. Any demand for mediation shall be made in writing and served upon the other Party pursuant to the Notice provisions of this Agreement. The demand shall set forth with reasonable specificity the basis of the dispute and the relief sought. The mediation hearing will occur at a time and place convenient to the Parties in Boise, Idaho, within 30 days of the date of selection of the mediator. The Parties shall bear their own costs and expenses associated with the mediation and shall share equally the costs and expenses of the mediator. No filing of a court motion to enforce any provision of this Agreement or resolve any dispute within the scope of this section may be commenced (other than an action for declaratory judgment as referenced above to request the court to designate and appoint a qualified mediator) or submitted by either Party without first submitting the dispute to this mandatory pre-litigation mediation pursuant to this section.

23. **Attorney Fees:** In the event either Party is required to enforce the terms or provisions of this Agreement, the prevailing Party in any litigation arising therefrom shall be entitled to recover its reasonable attorney fees for the prosecution thereof.

24. **Term:** This Agreement shall be in immediate effect as of the Effective Date and shall thereafter continue in full force and effect; provided, however, that upon Sale Cancellation Notice by SUEZ in accordance with Section 1 of that certain Settlement and Mutual Release Agreement<sup>1</sup> executed contemporaneously herewith, either SUEZ or Eagle may thereafter exercise an option to cancel and terminate this Agreement by giving written notice to the other ("Option to Terminate."). The Option to Terminate may be exercised by either SUEZ or Eagle only after those parties have first utilized the Dispute Resolution mediation process set forth in section 22 of this Agreement in a good faith effort to reach an amendment to this Agreement that will allow it to continue in full force and effect.

25. **Counterpart Signatures:** This Agreement may be executed in counterparts and once so executed by all Parties hereto, each such counterpart shall be deemed to be an original instrument but all such counterparts together shall constitute but one agreement. Further, a copy of a signature on this document that is transmitted to the Party entitled hereto by email or other electronic means shall for all intents and purposes hereunder be deemed an original.

*(Signature Page Follows)*

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<sup>1</sup> Settlement and Mutual Release Agreement between and among Eagle, EAGLE WATER COMPANY, INC., an Idaho corporation, Suez, and H2O EAGLE ACQUISITION LLC, a Wyoming limited liability company.

IN WITNESS WHEREOF, the Parties have executed this 2021 Water Management Agreement and made it effective as of the Effective Date, as defined in Section 19 hereof.

CITY OF EAGLE

SUEZ WATER IDAHO INC.

By:   
Jason Pierce  
Mayor

By:   
Marshall Thompson  
Vice President and General Manager

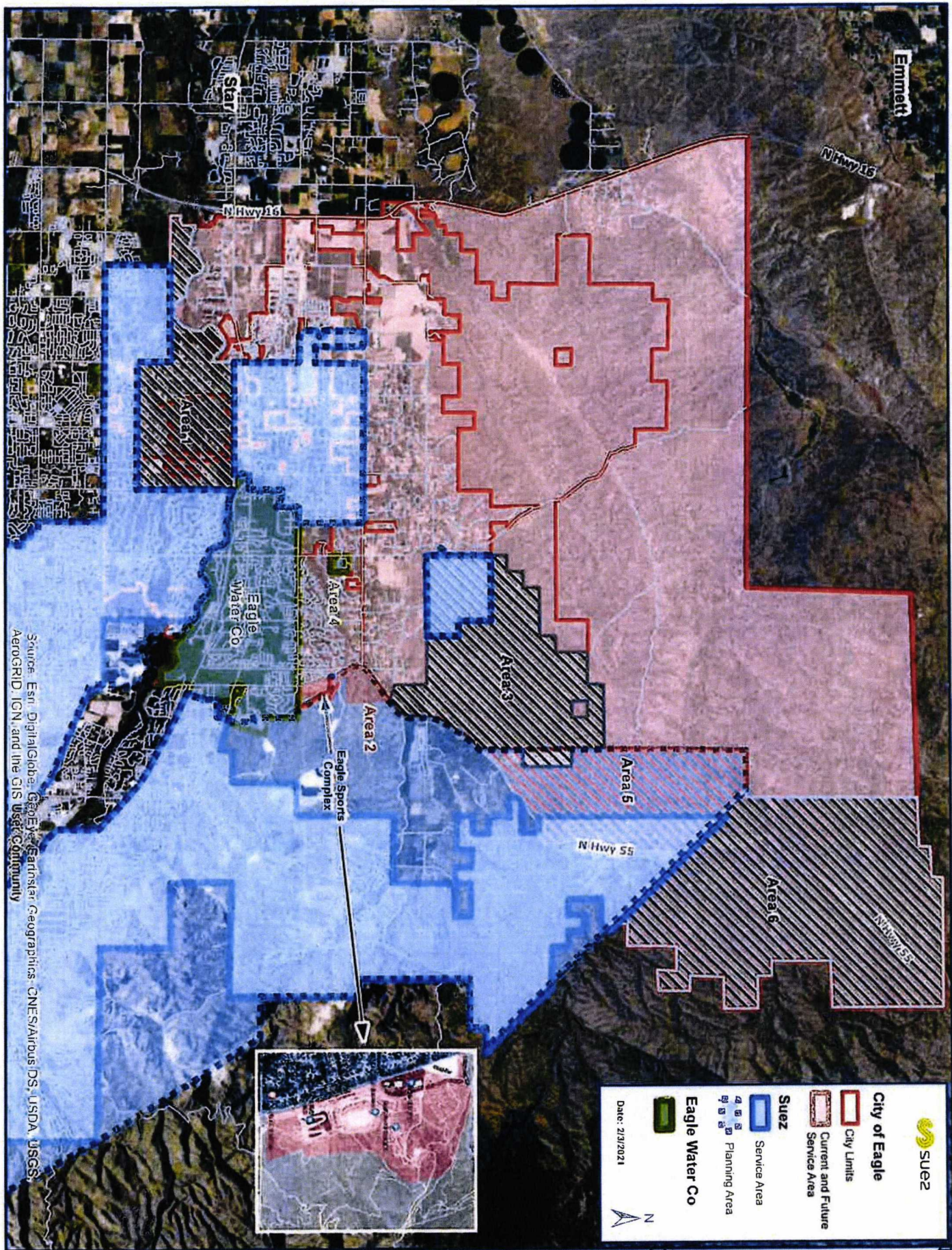
Attest:   
Nancy Edwards  
City Clerk



Date Signed: 2-9-2021

Date Signed: 2-2-2021

Exhibit A: Map showing areas pertinent to the Agreement



**Exhibit B: Existing SUEZ – Eagle Intertie Agreement**

**EMERGENCY INTERCONNECTION AGREEMENT**

THIS AGREEMENT, made as of the 21<sup>st</sup> day of DECEMBER, 2010, is by and between the CITY OF EAGLE ("Eagle"), a municipal corporation organized under the laws of the State of Idaho with its principal office located at 660 East Civic Lane, Eagle, Idaho 83616, and UNITED WATER IDAHO INC. ("United Water"), a corporation organized under the laws of the State of Idaho with its principal office located at 8248 West victory Road, Boise, Idaho 83709,

**WITNESSETH:**

WHEREAS, Eagle owns and operates a municipal water utility system furnishing water service to the public in parts of the City of Eagle; and

WHEREAS, United Water owns and operates a public water utility system and furnishes water service to the public in Boise and surrounding areas, including parts of the City of Eagle; and

WHEREAS, Eagle owns an existing pressure regulating valve (PRV) interconnection and vault configured to enable water supply to be made available to Eagle's system from United Water's system under certain circumstances; and

WHEREAS, United Water and Eagle now desire to improve and utilize the existing interconnection between United Water's and Eagle's water systems ("Interconnection") to provide an emergency source of water supply for each party on the terms and conditions set forth herein;

WHEREAS, the parties wish to set forth their agreement for the modification and financing of the Interconnection and all associated improvements by which each



party will deliver water to the other at the specific metered interconnection and their agreement as to delivery, receipt and payment for water delivered through the Interconnection;

NOW, THEREFORE, in consideration of these premises and of the mutual promises and undertakings hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

## ARTICLE I

### The Interconnection

1.1 Interconnection. The Interconnection covered by this Agreement is shown on Exhibit A, which is attached to this Agreement and expressly made a part hereof. The Interconnection currently exists and shall serve for the delivery of water supply both from Eagle to United Water, and from United Water to Eagle. The Interconnection currently has a PRV controlling the flow of water across the interconnection from United Water to Eagle. The Interconnection will be modified as discussed in Section 1.3 below to enable water flow to occur in both directions.

1.2 Applicability of Agreement. The terms of this Agreement shall apply only to the aforementioned existing Interconnection. Provision of water through any new interconnections that may be constructed in the future between the parties' systems shall be subject to a separate agreement.

1.3 Construction and Maintenance of the Interconnection.

(a) The parties agree that the existing Interconnection requires certain modifications, including additional piping, valves, vault modifications, metering, and

- 2 -

controls, in order to enable the two-way flow of water, and are willing to share the cost of the said modifications in accordance with the plans and estimate attached as Exhibit B.

(b) United Water shall design, construct, build and install the modifications in accordance with the plans attached as Exhibit B. United Water shall supply or arrange for the provision and/or performance of all required services, goods, materials, engineering and construction (collectively, the "Work") needed to complete the modifications in a sound and workmanlike fashion. For purposes of this Article I, the "Work" shall be deemed to include and comprise the completed design, engineering and construction required by this Agreement.

(c) Each party shall maintain the valves and other appurtenances on its side of the system at the point of connection. All valves on the Interconnection shall be set to normally remain closed and shall be used only as set forth herein.

1.4 Designs and Specifications. United Water shall supply to Eagle all designs, specifications, drawings, schedules, blueprints, and engineering for the Work for approval prior to finalization, which approval shall not be unreasonably withheld.

1.5 Supervision of the Work. Except as otherwise provided herein, United Water shall have the right and obligation to supervise and control the Work including, but not limited to, the determination of construction means, methods, techniques, sequences and procedures; monitoring and enforcement of compliance with the project documents; approval and acceptance of the Work; and the review,

- 3 -

approval and processing of applications for payment to contractors and materialmen engaged on the Work. Neither party under this Agreement is in any respect acting under the Agreement as agent, employee or representative of the other party to this Agreement and is, in all respects, an independent contractor hereunder.

1.6 Access to and Acceptance of the Work. Each party shall, at all times, be allowed reasonable access to, and opportunity to inspect the Work, and, before providing emergency water supply under this Agreement, have the right to finally accept the Work as sufficient for purposes of delivery of emergency water supply in a reasonable manner, consistent with its water system operations.

1.7 Permits and Licenses. United Water shall obtain any permits, licenses or other authorizations required under any federal, state or local law, statute, rule, regulation, ordinance or other authority for the Work.

1.8 Ownership and Maintenance of the Interconnection. Eagle shall retain ownership of the Interconnection vault and shall maintain responsibility for the electrical utility service costs of the Interconnection. Each party shall have all right, title and interest thereto, and shall own the piping, valves, meters and appurtenances on its own portions of the Interconnection as identified on Exhibit B, and shall be responsible for maintaining same. Maintenance and replacement costs of the Interconnection items that are to be co-owned by the parties, such as the meter, data logger, and vault hatch, etc. shall be shared equally by the parties.

- 4 -

ARTICLE II

Supplies

2.1 Sale and Purchase of Emergency Water Supply (Supplies). In accordance with this Article II, each party shall deliver and sell, and the other party shall receive and purchase the Supplies through the Interconnection from time to time during the term of this Agreement. The sale and purchase of Supplies shall only occur as the result of a scheduled or unexpected event, temporary in nature.

2.2 Notice of Intent to Receive and Purchase Supplies through the Interconnection. Because the Interconnection is controlled by PRV's, a pressure drop caused by a scheduled or unexpected event will initiate Interconnection activation. As soon as either party is aware of the Interconnection activation, that party is obligated to notify the other party immediately. The receiving party shall then notify the supplying party within four (4) hours as to the nature and expected duration of the emergency, and with regard to the anticipated volumes of water required. Notices pursuant to this paragraph may be verbal, but shall be confirmed within two (2) business days in writing, which may be transmitted by facsimile or email.

2.3 Supply. Availability of supply by a supplying party is dependent upon that party's ability to supply water at and during the time of the request by the requesting party.

2.4 Meter Readings and Tests. Eagle and United Water shall each have the right to access the meter at the Interconnection and to conduct a test of meter accuracy. All costs associated with each party's exercise of this right shall be the

- 5 -

responsibility of such party. The parties agree to share equally any and all costs for repairing, recalibrating or replacing the meter if it is found to register inaccurately beyond the American Water Works Association (AWWA) Standards of tolerance. If the meter is found to register inaccurately beyond a range of tolerance in accordance with AWWA Standards, an adjustment shall be made to the bills rendered for service through the Interconnection for the period of time elapsed since the last previous meter test, but no longer than one year from the current test. The adjustment to the bill will be based upon the product of total consumption recorded by the meter since the last meter test, or one year prior, and one-half the percentage variance in the accuracy of the meter as determined upon its being tested.

2.5 Charges and Billing Procedures. For billing purposes, the Interconnection meter shall be read by the supplying party in accordance with its regular meter reading schedule. Each party shall bill the other in arrears for volumes delivered to the other through the Interconnection for the period. The rate for service supplied under this Agreement by United Water shall be the Volume Charge set forth in United Water's Schedule 1, General Metered Service, as the same now exists or may hereafter be amended. The rate for service supplied under this Agreement by Eagle shall be the Consumption Rate set forth in City of Eagle Resolution 08-33 as the same now exists or may hereafter be amended. No "customer", "service", "fixed", "franchise" or "IDEQ" fees or charges of any type shall be applicable for billing purposes by either party. Upon receipt of a bill for Supplies, the receiving party shall make payment in full to the providing party within thirty (30) days of the date of the bill.

- 6 -

2.6 Water Quality, Quantity, and Pressure.

(a) Each party shall use its best efforts to ensure that the Supplies furnished hereunder shall be potable and in compliance with all applicable federal and State of Idaho laws and regulations in effect at the time the Supplies are delivered to the other party (collectively, the "Water Quality Laws"). Neither party shall be responsible for the quality of water beyond the point of delivery to the other party's system.

(b) The maximum instantaneous and the maximum daily Supplies available for use by a receiving party through the Interconnection are as established below:

	Maximum Instantaneous Supply	Maximum Daily Supply
Eagle supply to United Water	825 GPM	1.100 MGD
United Water supply to Eagle	1,500 GPM	1.440 MGD

(c) Unless auxiliary pumps are authorized by the supplying party, system pressures available are subject to existing hydraulic conditions at the time of use and are subject to change without notification to or by either party.

ARTICLE III

Miscellaneous

3.1 Commencement and Term; Effective Date.

(a) The term of this Agreement shall commence on the date of execution hereof and shall run for a period of five (5) years. This Agreement shall renew

- 7 -

automatically from year to year thereafter, unless either party gives notice to the other eighteen (18) months in advance of its intent to terminate.

(b) Notwithstanding the foregoing, the obligations to provide Supplies under this Agreement shall not become effective unless and until this Agreement is approved by the State of Idaho Public Utilities Commission ("Commission"). Immediately following execution of this Agreement, the parties shall prepare a joint application to the Commission for approval of this Agreement. Each party agrees to use reasonable best efforts to obtain approval, and each party shall take no action inconsistent with obtaining approval of this Agreement by the Commission.

3.2 Force Majeure. If the ability of either party to deliver the Supplies is interrupted or impaired, in whole or in part, due to failure of equipment or facilities, leaks, required repairs to facilities, strikes, Acts of God, or other extraordinary circumstances, occurrences or conditions beyond the parties' control, including action by governmental bodies and authorities, then during the period of such interruption or impairment, the delivery and purchase obligations described herein shall be suspended proportionately. Each party specifically acknowledges, understands and agrees that the obligations of the other party to deliver the Supplies requires only the exercise of ordinary and reasonable care under the circumstances to maintain the Supplies and have such available for delivery hereunder, and that the party delivering Supplies through the Interconnection shall not be liable to the other party for any interruption of, or curtailment in the Supplies caused by circumstances beyond its control.

- 8 -

3.3 Condition Subsequent. Each party's respective rights and obligations hereunder are conditioned upon and subject to the receipt of: (a) all necessary, final and appealable zoning, subdivision and land development approvals; and (b) any and all permits and licenses required by federal, state and local governments or agencies thereof to permit the construction and operation of a particular Interconnection. The parties shall use their best efforts to apply for and obtain all necessary approvals, permits and licenses at the earliest time practicable under the circumstances.

3.4 Indemnity.

(a) United Water agrees to indemnify, defend and hold harmless Eagle and its respective successors and assigns, from and against any and all claims, demands, causes of actions, suits, judgments, debts, liabilities, losses, damages, and expenses (including reasonable fees and disbursements of legal counsel) of any kind whatsoever ("Losses") that may be sustained or suffered by Eagle and are caused by any material misrepresentation, breach or non-performance by United Water with respect to any representations, warranties, undertakings, agreements, covenants or obligations of United Water contained in this Agreement.

(b) Eagle agrees to indemnify, defend and hold harmless United Water and its respective successors and assigns, from and against any and all claims, demands, causes of actions, suits, judgments, debts, liabilities, losses, damages, and expenses (including reasonable fees and disbursements of legal counsel) of any kind whatsoever ("Losses") that may be sustained or suffered by United Water and are caused by any material misrepresentation, breach or non-performance by Eagle

- 9 -



with respect to any representations, warranties, undertakings, agreements, covenants or obligations of Eagle contained in this Agreement.

3.5 Successors and Assigns; No Third-Party Beneficiaries. This Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and permitted assigns. This Agreement is deemed to be for the benefit of the parties hereto, and no entity not a party to this Agreement, including without limitation industries or persons supplied by either party, shall acquire any right or claims by reason of this Agreement.

3.6 Authority and Binding Effect. Eagle and United Water each represent, warrant and affirm to the other: (a) their authority and power to enter into this Agreement and to make, perform and carry into effect their respective commitments, obligations and undertakings as set forth herein; (b) their authority to enter into and perform each of the transactions contemplated hereby; (c) that all consents and authorizations requisite to their execution of this Agreement and performance hereunder have been obtained; (d) that this Agreement, the transactions contemplated hereby and the parties' performance hereunder will not violate any federal, state or local law, statute, regulation, rule, ordinance, tariff term or other similar authority application to either of them; and (e) when executed, the Agreement shall constitute a valid and binding obligation, enforceable by each party against the other in accordance with its terms.

3.7 Consent to Assignment. The parties' respective rights and obligations hereunder shall not be assignable or delegable whether by sale, assignment, merger or otherwise without the prior written consent of the other except if another entity

- 10 -

purchases all or substantially all of the assets of either party, in which case assignment shall be effective upon notice to the other party.

3.8 Amendment. This Agreement may be amended only by written instrument, signed by the party to be bound.

3.9 Entire Agreement. This Agreement embodies the entire agreement between the two parties with reference to the subject matter hereof, and there are no agreements, understandings, conditions, warranties or representations, oral or written, expressed or implied, with reference to the subject matter hereof that are not merged in this Agreement or superseded hereby.

3.10 Terms Severable. Should any term of this Agreement be held invalid or unenforceable, such determination shall not render the remaining terms of this Agreement invalid or unenforceable unless to do so would cause the Agreement to fail of an essential purpose.

3.11 Notices. Any notices required or permitted to be given hereunder shall be in writing, shall be effective upon receipt (unless otherwise provided herein), and shall be delivered by facsimile transmission or by United Water States mail, first-class postage prepaid, addressed to the parties as follows:

If to United Water:

General Manager  
8248 West Victory Road  
P.O. box 190420  
Boise, ID 83719-0420  
Phone: 208-362-7327  
Fax: 208-362-7069  
Email: greg.wyatt@unitedwater.com

- 11 -

with a copy to:

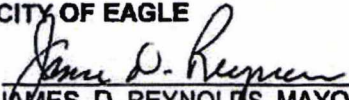
United Water Water Management & Services  
200 Old Hook Road  
Harrington Park, NJ 07640  
Attention: Legal Department  
telecopy (201) 767-7018

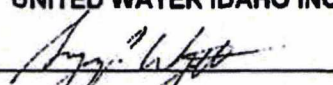

If to Eagle:

Public Works Director  
660 E. Civic Lane  
P.O. Box 1520  
Eagle, ID 83616

3.12 Titles. The titles appearing herein have been inserted for convenience of reference only and shall not be deemed a part thereof or considered in construing the parties' rights and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered, and their respective corporate seals to be hereunto affixed by their duly authorized officers, as of the day and year first written above.

CITY OF EAGLE  
  
JAMES D. REYNOLDS, MAYOR  
CITY OF EAGLE, ID

UNITED WATER IDAHO INC.  
By:   
Name:   
Title: Vice President

Attest:   
City Clerk/Treasurer



- 12 -

State of Idaho

County of Ada


Subscribed and sworn before me this 22<sup>nd</sup> day of December, 2010  
by Gregory P. Wyatt.



Nancy J. Orcutt  
Notary Public  
My Commission Expires on: June 12, 2010

- 13 -

2021 Eagle-SUEZ Water Management Agreement

Initialed by Mayor of Eagle: 

Initialed by V.P. & G.M. of SUEZ: 

ATTACHEMENT 5 TO APPLICATION

SUEZ Water Idaho Inc.

Page 25 of 28

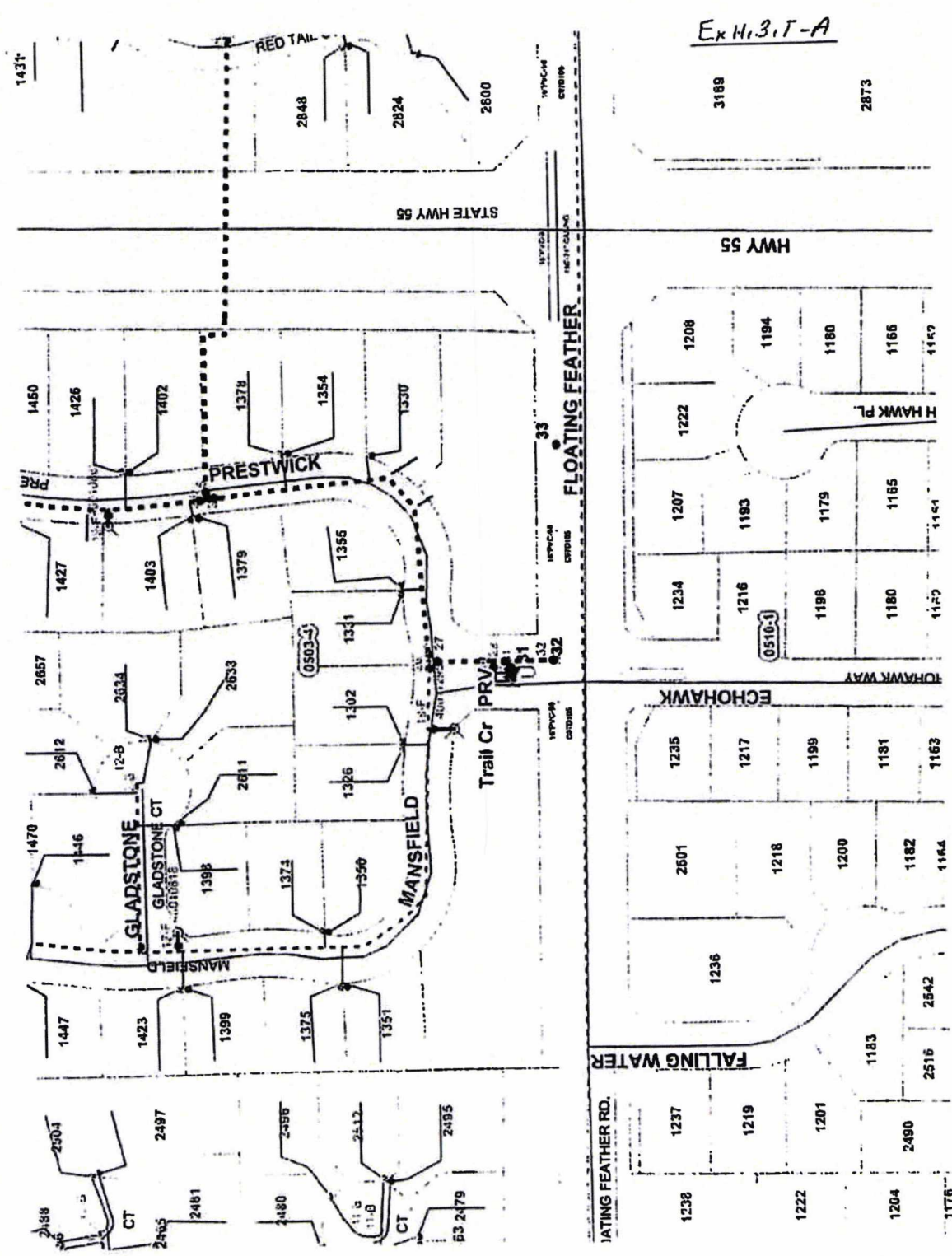


Exhibit-A

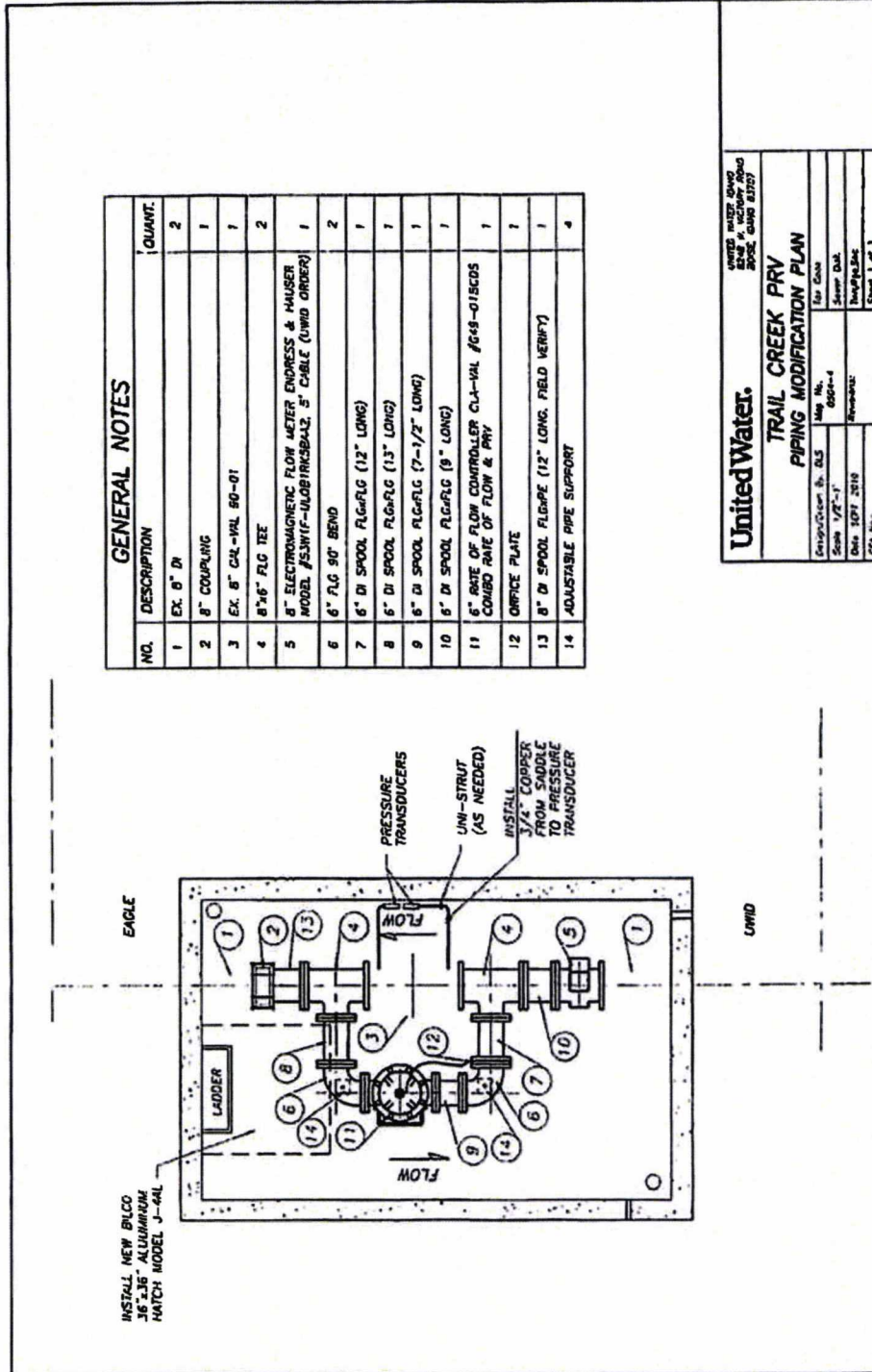
2021 Eagle-SUEZ Water Management Agreement  
 Initialed by Mayor of Eagle: 

Page 26 of 28  
 Initialed by V.P. & G.M. of SUEZ:   
 ATTACHEMENT 5 TO APPLICATION  
 SUEZ Water Idaho Inc.  
 Page 26 of 28

EXHIBIT-B  
PAGE 1 OF 2

EAGLE INTERTIE PRELIMINARY ASSUMPTION OF PROBABLE COST

DESCRIPTION	UNITS	COST	TOTAL	Cost Allocation	
				United	Eagle
PIPING MODIFICATIONS LABOR	48	\$50	\$2,400	\$2,400	
PIPING MATERIAL	1	\$897	\$897	\$897	
6" CLA-VAL PRV Combo (RATE OF FLOW)	1	\$4,582	\$4,582	\$4,582	
8" FLOW METER	1	\$2,200	\$2,200	\$1,100	\$1,100
BILCO HATCH	1	\$3,000	\$3,000	\$1,500	\$1,500
TELMETRY LABOR	15	\$55	\$825	\$413	\$412
DATA LOGGER	1	\$2,500	\$2,500	\$1,250	\$1,250
TRANSDUCER	2	\$500	\$1,000	\$500	\$500
<b>SUB TOTAL</b>			<b>\$17,404</b>	<b>\$12,642</b>	<b>\$4,762</b>
10% Omissions & Contingency			\$1,740	\$1,264	\$476
6% state tax on materials			\$851	\$590	\$261
<b>Total</b>			<b>\$19,995</b>	<b>\$14,496</b>	<b>\$5,499</b>



GENERAL NOTES		
NO.	DESCRIPTION	QUANT.
1	EX. 8" DI	2
2	8" COUPLING	1
3	EX. 8" GAL-VAL 90-01	1
4	8"x6" FLG TEE	2
5	8" ELECTROMAGNETIC FLOW METER ENDRESS & HAUSER MODEL #53M1F-JUB01RHSB2LZ, 5" CABLE (UNWD ORDER)	1
6	6" FLG 90° BEND	2
7	6" DI SPOOL FLG/FLG (12" LONG)	1
8	6" DI SPOOL FLG/FLG (13" LONG)	1
9	6" DI SPOOL FLG/FLG (7'-1/2" LONG)	1
10	6" DI SPOOL FLG/FLG (9" LONG)	1
11	6" RATE OF FLOW CONTROLLER CL-VAL #648-01SCDS COMBO RATE OF FLOW & PRY	1
12	ORIFICE PLATE	1
13	8" DI SPOOL FLG/PE (12" LONG, FIELD VERIFY)	1
14	ADJUSTABLE PIPE SUPPORT	4

**United Water.**

UNITED WATER IDAHO  
2025 4th Avenue, Reno  
RENO, NV 89402

**TRAIL CREEK PRV  
PIPING MODIFICATION PLAN**

Project/Client: SUEZ  
Scale: 1/2" = 1'-0"  
Date: 10/17/2019  
CD No.:

Map No.: 0001-4  
Sheet No.:  
Drawn By:  
Checked By:  
Scale: 1 of 3

**ATTACHMENT 6**  
**SUEZ WATER IDAHO INC.**

**H2O Eagle-SUEZ Asset Purchase Agreement**

**(20 PAGES)**



**THIS AMENDMENT TO ASSET PURCHASE AGREEMENT** (“Amendment”) is made and entered into as of the 3<sup>rd</sup> day of June, 2021 amending that Asset Purchase Agreement dated September 20, 2018 by and between H2O Eagle Acquisition LLC, a Wyoming ~~limited liability~~ company as Seller and SUEZ Water Idaho Inc., an Idaho corporation as Buyer (the “Agreement” also referred to hereinafter as the “H2O-SUEZ APA”).

### **RECITALS**

- A. Seller has heretofore entered into an agreement with Eagle Water Company (“EWC” to purchase certain Purchased Assets (the “Purchased Assets”) as more particularly described in that Agreement as amended effective September 18, 2018 (“the EWC-H2O APA”) Seller and Buyer have executed and delivered into escrow an Assignment and Assumption Agreement by which Seller assigned and SUEZ assumed, Seller’s rights to purchase the Purchased Assets pursuant to the EWC-H2O APA .
- B. Buyer and Seller entered into an Asset Purchase Agreement effective September 20, 2018 (the “H2O-SUEZ APA”) by which Seller agreed to sell and to assign to Buyer Seller’s rights to purchase the Purchased Assets, which also are particularly described in the H2O-SUEZ APA;
- C. Buyer and EWC have filed a Joint Application (the “Commission Proceeding”) with Idaho Public Utilities Commission (“Commission”) as contemplated by EWC-H2O APA and the H2O-SUEZ APA seeking approval of the ultimate purchase of the Purchased Assets by Buyer.
- D. The City of Eagle (the “City”) intervened in the Commission Proceeding and asserted it had a contractual right of first refusal (“ROFR”) to purchase the Purchased Assets pursuant to a prior agreement between the City and EWC;
- E. The City filed suit in the Idaho District Court (the “Court Proceeding”) to enforce its asserted ROFR and claim for damages;
- F. Effective March 27, 2019, the Commission Proceeding was stayed pending the outcome of the Court Proceeding;
- G. The Court Proceeding was dismissed based upon a Settlement and Stipulation for Dismissal among the parties therein by which, among other things, the City is to be paid a settlement payment of \$1,750,000 (the “Settlement Payment”);
- H. Buyer, EWC and Seller further agreed the H2O-SUEZ APA Purchase Price would be increased to \$10,500,000, and that the City will then be paid the Settlement Payment out of the proceeds of the Closing of the EWC-H2O APA and H2O-SUEZ APA, which are to occur simultaneously within twenty days following issuance of an order by the Commission approving Buyer’s purchase of the Purchased Assets.

I. Subsequent to executing the H2O-SUEZ APA Buyer and Seller obtained ALTA surveys depicting and legally describing certain easements contemplated to be conveyed to Buyer at Closing over and across the EWC "Yard Pump Station" property. Buyer and Seller wish to incorporate those surveys and legal descriptions into Exhibit B of the H2O-SUEZ APA.

J. The Court Proceeding being dismissed on March 8, 2021, Buyer and Seller wish to amend the H2O-SUEZ APA as appropriate to incorporate revised and additional terms necessary to effect the payment of the full Settlement Payment by EWC and Seller out of the proceeds at Closing of the purchase of the Purchased Assets.

K. Buyer and Seller wish to further amend the H2O-SUEZ APA to give effect to their settlement with the City and to update certain facts to account for the substantial delay in the contemplated Closing due to the stay of the Commission Proceeding.

### AGREEMENT AMENDMENTS

Now therefore, in consideration of the foregoing recitals and other good and valuable consideration and Section 11.04 the Agreement is amended as follows:

1. The first un-numbered paragraph of Section 2.04 is hereby amended to read as follows:

**PURCHASE PRICE AND DEPOSIT.** The purchase price (the "Purchase Price") for the Purchased Assets shall be TEN MILLION FIVE HUNDRED THOUSAND AND NO/100 US DOLLARS (\$10,500,000), and is subject to prorations and adjustments set forth in this Agreement. The Purchase Price shall be payable by Buyer to Seller in immediately available funds at Closing, by wire transfer, pursuant to wire instructions to be provided by Seller to Buyer and/or Escrow Agent at or prior to Closing.

2. Sections 2.04 (A), (B), (C) and (D) are not affected by this amendment.

3. Section 3.03 is amended to add the following Section 3.03(H):

(H) Within ten days after the execution by both parties of any amendment to this Agreement, Buyer shall obtain from the Title Company, an updated Title Commitment for each fee parcel and for each easement affecting the Yard Pump being conveyed to Buyer. Any new exception or encumbrance appearing on the Title Commitment(s) other than taxes for the current year assessed but not yet due and payable shall automatically constitute an additional Title Objection subject to the provisions of Section 3.03(C) and (D) of this Agreement.

4. Sections 6 and 7 are hereby supplemented as follows: Buyer, Seller and EWC shall execute supplemental joint escrow instructions prior to Closing that include directions to the Escrow Agent to effect the payment of the Settlement Payment to the City of Eagle out of Seller's and EWC's proceeds at Closing.

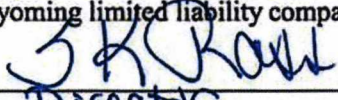
5. **EXHIBIT B (EASEMENTS)** is amended to incorporate the surveys and legal descriptions for the Pump Station Exclusive Easement, 20' Access and Utility Easement, 24' Access and Pipeline Easement, North Water Line Easement and South Waterline Easement attached hereto as ATTACHMENT 1 and incorporated by this reference.
6. **EXHIBIT F (CUSTOMER DEPOSITS AND HOOKUP FEES)** is amended to incorporate the current summary of all existing Customer Deposits made to and held by Eagle and all existing Hookup Fees collected and held by Eagle for customers not yet connected to the Utility System attached hereto as ATTACHMENT 2 and incorporated by this reference.
7. **EXHIBIT G (EAGLE APA)** is amended to include the executed amendment to the EWC-H2O APA attached hereto as ATTACHMENT 3 and incorporated by this reference.
8. Except as expressly amended by this Amendment, all terms contained in the Agreement remain in full force and effect.
9. Any capitalized terms used in this Amendment and not defined herein shall have the meanings as set forth in the Agreement.

[signatures on following page]

IN WITNESS WHEREOF, the Seller and Buyer have caused this Amendment to Asset Purchase Agreement to be duly executed and entered into effective as of the date first above written.


**SELLER:**

**H2O Eagle Acquisition, LLC,**  
A Wyoming limited liability company

By:   
Title: Director

**BUYER:**

**SUEZ WATER IDAHO INC.,**  
An Idaho corporation

By:   
Title: VP GENERAL MANAGER

STATE OF Idaho )  
: ss.  
County of Latah )

On this 3<sup>rd</sup> day of June, 2021, before me, a Notary Public in and for the State of Idaho, personally appeared S. K. Ross, known or identified to me to be a Director of H2O Eagle Acquisition, LLC, and who subscribed said name to the foregoing instrument, and acknowledged to me that [s]he executed the same in said limited liability company's name.

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



Debbie L. OLSON  
Notary Public for Idaho  
Residing at: MOSCOW  
My commission expires: 03-02-2023

STATE OF IDAHO )  
: ss.  
County of Ada )

On this 8<sup>th</sup> day of June, 2021, before me, a Notary Public in and for the State of Idaho, personally appeared Marshall Thompson, known or identified to me to be the VP & Gen. Mgr of SUEZ Water Idaho Inc., an Idaho corporation, who subscribed said corporation's name to the foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same in said corporation's name.

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



Sharon Neupert  
Notary Public for Idaho  
Residing at: BOISE ID  
My commission expires: FEB 22, 2025

**ATTACHMENT 1  
(SUPPLEMENTAL EASEMENT DESCRIPTIONS)**

**24' ACCESS & PIPELINE EASEMENT DESCRIPTION**

An easement located in the Northeast One Quarter of the Southeast One Quarter of Section 10, Township 4 North, Range 1 East, Boise Meridian, City of Eagle, Ada County, Idaho, being more particularly described as follows:

Commencing at the Southeast Corner of Section 10 of said Township 4 North, Range 1 East, (from which point the East One Quarter Corner of said Section 10 bears North 01°17'50" East, 2636.64 feet distant); Thence North 01°17'50" East, a distance of 1608.74 feet on the east line of said Section 10; Thence South 89°27'08" West, a distance of 43.87 feet to a point on the westerly right of way line of North Horseshoe Bend Road / Old Highway 55, said point being common with the southeast corner of Parcel "A" as shown on Record of Survey Number 8915 of Ada County Records, said point also being the POINT OF BEGINNING;

Thence South 01°19'23" West, a distance of 24.01 feet on the westerly right of way line of said North Horseshoe Bend Road;  
Thence South 89°27'11" West, a distance of 395.05 feet to a point on the easterly boundary line of the Farmers Union Canal property;  
Thence North 31°36'03" West, a distance of 28.02 feet on the easterly boundary line of the Farmers Union Canal to the southwest corner of Parcel "B" as shown on said Record of Survey Number 8915;  
Thence North 89°27'11" East, a distance of 410.28 feet on the southerly boundary line of Parcel "B" and Parcel "A" of said Record of Survey Number 8915 to the POINT OF BEGINNING.

**20' ACCESS & UTILITY EASEMENT DESCRIPTION**

An easement located in Parcel "B" as shown on Record of Survey Number 8915 of Ada County Records, located of the Northeast One Quarter of the Southeast One Quarter of Section 10, Township 4 North, Range 1 East, Boise Meridian, City of Eagle, Ada County, Idaho, being more particularly described as follows:

Commencing at the Southeast Corner of Section 10 of said Township 4 North, Range 1 East, (from which point the East One Quarter Corner of said Section 10 bears North 01°17'50" East, 2636.64 feet distant); Thence North 01°17'50" East, a distance of 1608.74 feet on east line of said Section 10; Thence South 89°27'08" West, a distance of 43.87 feet to a point on the westerly right of way line of North Horseshoe Bend Road / Old Highway 55, said point being common with the southeast corner of Parcel "A" as shown on said Record of Survey 8915; Thence South 89°27'11" West, a distance of 348.31 feet on the south boundary line of said Parcel "A" and "B", to the POINT OF BEGINNING;

Thence South 89°27'11" West, a distance of 22.06 feet on the south line of said Parcel "B";  
Thence North 25°29'19" West, a distance of 191.42 feet;  
Thence North 90°00'00" West, a distance of 23.59 feet;  
Thence North 04°11'00" West, a distance of 20.05 feet;  
Thence North 90°00'00" East, a distance of 37.68 feet;  
Thence South 25°29'19" East, a distance of 213.35 feet to the point of beginning.

### **SOUTH WATER LINE EASEMENT DESCRIPTION**

An easement located in the Northeast One Quarter of the Southeast One Quarter of Section 10, Township 4 North, Range 1 East, Boise Meridian, City of Eagle, Ada County, Idaho, being more particularly described as follows:

Commencing at the Southeast Corner of Section 10 of said Township 4 North, Range 1 East, (from which point the East One Quarter Corner of said Section 10 bears North 01°17'50" East, 2636.64 feet distant); thence North 01°17'50" East, a distance of 1608.74 feet on said Section line; Thence South 89°27'08" West, a distance of 43.87 feet to a point on the westerly right of way line of North Horseshoe Bend Road / Old Highway 55, said point being common with the southeast corner of Parcel "A" as shown on Record of Survey number 8915 of Ada County Records, said point being the POINT OF BEGINNING;

Thence South 01°19'23" West, a distance of 20.01 feet on the westerly right of way line of North Horseshoe Bend Road;  
Thence South 89°27'11" West, a distance of 397.59 feet to a point on the easterly boundary line of the Farmers Union Canal property;  
Thence North 31°36'03" West, a distance of 23.35 feet on the easterly boundary line of the Farmers Union Canal to the southwest corner of Parcel "B" of said Record of Survey 8915;  
Thence North 89°27'11" East, a distance of 410.28 feet on the southerly boundary line of Parcel "B" and Parcel "A" of said Record of Survey Number 8915 to the point of beginning.

### **NORTH WATER LINE EASEMENT DESCRIPTION**

An easement located in Parcel "B" as shown on Record of Survey 8915 of Ada County Records, located in the Northeast One Quarter of the Southeast One Quarter of Section 10, Township 4 North, Range 1 East, Boise Meridian, City of Eagle, Ada County, Idaho, being more particularly described as follows:

Commencing at the Southeast Corner of Section 10 of said Township 4 North, Range 1 East, (from which point the East One Quarter Corner of said Section 10 bears North 01°17'50" East, 2636.64 feet distant); Thence North 01°17'50" East, a distance of 1608.74 feet on easterly line of said Section 10; Thence South 89°27'08" West, a distance of 43.87 feet to a point on the westerly right of way line of North Horseshoe Bend Road / Old Highway 55, said point being common with the southeast corner of Parcel "A" of said Record of Survey Number 8915; Thence North 01°19'23" East, a distance of 273.78 feet on the westerly right of way line of North Horseshoe Bend Road, said point being the POINT OF BEGINNING;

Thence South 85°49'00" West, a distance of 516.09 feet to an existing Well House building;  
Thence North 04°11'00" West, a distance of 20.00 feet to a point on the northerly boundary line of said Parcel "B";  
Thence North 85°49'00" East, a distance of 518.01 feet on the northerly boundary line of said Parcel "B" to the north east corner of said Parcel "B", said point being common with the westerly right of way line of North Horseshoe Bend Road;  
Thence South 01°19'23" West, a distance of 20.09 feet on the westerly right of way line of North Horseshoe Bend Road to the POINT OF BEGINNING.

**PUMP STATION  
EXCLUSIVE EASEMENT DESCRIPTION**

An easement located in Parcel "B" as shown on Record of Survey Number 8915 of Ada County Records, in the Northeast One Quarter of the Southeast One Quarter of Section 10, Township 4 North, Range 1 East, Boise Meridian, City of Eagle, Ada County, Idaho, being more particularly described as follows:

Commencing at the Southeast Corner of Section 10 of said Township 4 North, Range 1 East, (from which point the East One Quarter Corner of said Section 10 bears North 01°17'50" East, 2636.64 feet distant);  
Thence North 01°17'50" East, a distance of 1608.74 feet on the east line of said Section 10;  
Thence North 89°27'08" East, a distance of 43.87 feet to a point on the westerly right of way line of North Horseshoe Bend Road / Old Highway 55, said point being common with the southeast corner of Parcel "A" as shown on said Record of Survey Number 8915;  
Thence South 89°27'11" West, a distance of 410.28 feet on the southerly boundary line of said Parcel "A" and Parcel "B" to the southwest corner of said Parcel "B";  
Thence North 31°36'03" West, a distance of 187.56 feet on the westerly boundary line of said Parcel "B", to the POINT OF BEGINNING;

Thence North 31°36'03" West, a distance of 112.65 feet on the westerly boundary line of said Parcel "B" to the Northwest corner of said Parcel "B";  
Thence North 85°49'00" East, a distance of 85.00 feet on the northerly boundary line of said Parcel "B";  
Thence South 04°11'00" East, a distance of 100.00 feet;  
Thence South 85°49'00" West, a distance of 33.13 feet to the POINT OF BEGINNING.



**ATTACHMENT 2  
(CURRENT CUSTOMER DEPOSITS AND HOOKUP FEES)**

**Meters Paid/Not Set**

<b>1513 E Alice Creek</b>	<b>3/4</b>	<b>\$245 - Crestpoint</b>
<b>Bldg 1</b>	<b>2"</b>	<b>\$650 - Heron's Edge</b>
<b>Bldg 7</b>	<b>2"</b>	<b>\$650 - Heron's Edge</b>
<b>Bldg 8</b>	<b>2"</b>	<b>\$650 - Heron's Edge</b>
<b>Bldg 9</b>	<b>2"</b>	<b>\$650 - Heron's Edge</b>
<b>Clubhouse</b>	<b>2"</b>	<b>\$650 - Heron's Edge</b>
<b>Irrigation/CA</b>	<b>2"</b>	<b>\$650 - Heron's Edge</b>

**Projects Under Agreement**

<b>10386 Shields</b>	<b>\$44,600 - now paid in full</b>	
<b>10190 Shields</b>	<b>\$22,900 paid (materials) balance \$21,700</b>	<b>(\$44,600)</b>
<b>Rene Place</b>	<b>\$112,400 paid (materials) balance \$103,200</b>	<b>(\$215,600)</b>
<b>Estrada Village</b>	<b>\$136,400 paid (materials) balance \$126,800</b>	<b>(\$263,200)</b>

**Projects With Agreements Proposed**

<b>Eastfield</b>	<b>\$76,400</b>
<b>Parkinson &amp; Syringa</b>	<b>\$92,500</b>
<b>540 Parkinson</b>	<b>\$21,600</b>

**Projects Under Design**

<b>Premier Storage</b>	<b>\$124,600</b>
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ATTACHEMENT 3

(AMENDED EAGLE-H2O APA)

**THIS AMENDMENT TO ASSET PURCHASE AGREEMENT** (“Amendment”) is made and entered into as of the 3<sup>rd</sup> day of JUNE, 2021 amending that Definitive Asset Purchase Agreement dated September 18, 2018 as amended (the “Agreement” also referred to hereinafter as the “EWC-H2O APA”) by and between Eagle Water Company, Inc. an Idaho corporation (the “Seller”) and H2O Eagle Acquisition LLC, a Wyoming limited liability company (the “Buyer”) and SUEZ Water Idaho Inc. (“SUEZ”) as successor in interest to Buyer pursuant to that certain Assignment and Assumption Agreement dated effective September 20, 2018 (“Assignment”).

**RECITALS**

- A. Seller and Buyer entered into the EWC-H2O APA as amended effective September 18, 2018 by which Seller agreed to sell to Buyer certain of Seller’s assets (the “Purchased Assets”) as more particularly described in the EWC-H2O APA;
- B. Buyer, with Seller’s prior consent, has executed and delivered into escrow the Assignment by which Buyer assigned and SUEZ assumed Buyer’s rights to purchase the Purchased Assets pursuant to the EWC-H2O APA. Buyer has also entered into an asset purchase agreement with SUEZ by which Buyer will sell to SUEZ the Purchased Assets (the H2O-SUEZ APA”).
- C. SUEZ and Seller have filed a Joint Application (the “Commission Proceeding”) with Idaho Public Utilities Commission (“Commission”) as contemplated by the EWC-H2O APA and the H2O-SUEZ APA seeking approval of the ultimate purchase of the Purchased Assets by SUEZ.
- D. The City of Eagle (the “City”) intervened in the Commission Proceeding and asserted it had a contractual right of first refusal (“ROFR”) to purchase the Purchased Assets pursuant to a prior agreement between the City and Seller;
- E. The City filed suit in the Idaho District Court (the “Court Proceeding”) to enforce its asserted ROFR and claim for damages;
- F. Effective March 27, 2019, the Commission Proceeding was stayed pending the outcome of the Court Proceeding;
- G. The Court Proceeding was dismissed based upon a Settlement and Stipulation for Dismissal among the parties therein by which, among other things, the City is to be paid a settlement payment of \$1,750,000 (the “Settlement Payment”);
- H. SUEZ, Seller and Buyer further agreed the H2O-SUEZ APA Purchase Price is to be increased to \$10,500,000, and that the City will then be paid the Settlement Payment out of the proceeds of the Closing of the EWC-H2O APA and the H2O-SUEZ APA, which are to occur

simultaneously within twenty (20) days following issuance of an order by the Commission approving Buyer's purchase of the Purchased Assets.

I. Subsequent to executing the EWC-H2O APA Buyer and Seller obtained ALTA surveys depicting and legally describing certain easements over and across the EWC "Yard Pump Station" property contemplated to be conveyed to Buyer (and ultimately SUEZ) at Closing. Buyer and Seller wish to incorporate those surveys and legal descriptions into Exhibit B of the H2O-SUEZ APA.

J. The Court Proceeding being dismissed on March 8, 2021, Buyer and Seller wish to amend the EWC-H2O APA as appropriate to incorporate revised and additional terms necessary to effect the payment of the full Settlement Payment by EWC and Buyer out of the proceeds at Closing of the purchase of the Purchased Assets as contemplated in the Settlement.

K. Buyer and Seller and SUEZ wish to further amend the EWC-H2O APA to give effect to the settlement with the City and to update certain facts to account for the substantial delay in the contemplated Closing due to the stay of the Commission Proceeding.

#### **AGREEMENT AMENDMENTS**

Now therefore, in consideration of the foregoing recitals and other good and valuable consideration and Section 11.04 the Agreement is amended as follows:

1. Section 3.03 is amended to add the following Section 3.03(H):

(H) Within ten (10) days after the execution by both parties of any amendment to this Agreement, Buyer shall obtain from the Title Company, an updated Title Commitment for each fee parcel and for each easement affecting the Yard Pump being conveyed to Buyer. Any new exception or encumbrance appearing on the Title Commitment(s) other than taxes for the current year assessed but not yet due and payable shall automatically constitute an additional Title Objection subject to the provisions of Section 3.03(C) and (D) of this Agreement.

2. Sections 6 and 7 are hereby supplemented as follows: Buyer, Seller and SUEZ Water Idaho Inc. shall execute supplemental joint escrow instructions prior to Closing that include directions to the Escrow Agent to effect the payment of the Settlement Payment to the City of Eagle out of Seller's and Buyer's proceeds at Closing.

3. EXHIBIT B (EASEMENTS) is amended to incorporate the surveys and legal descriptions for the Pump Station Exclusive Easement, 20' Access and Utility Easement, 24' Access and Pipeline Easement, North Water Line Easement and South Waterline Easement attached hereto as ATTACHMENT 1 and incorporated by this reference.

4. EXHIBIT F (CUSTOMER DEPOSITS AND HOOKUP FEES) is amended to incorporate the current summary of all existing Customer Deposits made to and held by Eagle and all existing Hookup Fees collected and held by Eagle for customers not yet connected to the Utility System attached hereto as ATTACHMENT 2 and incorporated by this reference.

5. Except as expressly amended by this Amendment, all terms contained in the Agreement remain in full force and effect.

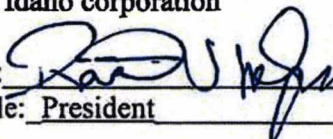
6. Any capitalized terms used in this Amendment and not defined herein shall have the meanings as set forth in the Agreement.

[signatures on following page]

IN WITNESS WHEREOF, the Seller and Buyer and SUEZ have caused this Amendment to Asset Purchase Agreement to be duly executed and entered into effective as of the date first above written.

**SELLER:**

**Eagle Water Company, Inc.**  
An Idaho corporation

By:   
Title: President

**BUYER:**

**H2O Eagle Acquisition, LLC,**  
A Wyoming limited liability company

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**SUEZ:**

**SUEZ Water Idaho Inc.,**  
an Idaho corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF )  
 : ss.  
County of )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public in and for the State of \_\_\_\_\_, personally appeared S. K. Ross, known or identified to me to be a Director of H2O Eagle Acquisition, LLC, and who subscribed said name to the foregoing instrument, and acknowledged to me that [s]he executed the same in said limited liability company's name.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF IDAHO )  
 : ss.  
County of Ada )

On this 3 day of June, 2021, before me, a Notary Public in and for the State of Idaho, personally appeared Robert V. DeShazo, Jr., known or identified to me to be the President of Eagle Water Company, Inc., an Idaho corporation, who subscribed said corporation's name to the foregoing instrument, and acknowledged to me that he executed the same in said corporation's name.

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



Rainelle Wolf  
Notary Public for Idaho  
Residing at: Eagle Idaho  
My commission expires: 1/11/27

IN WITNESS WHEREOF, the Seller and Buyer and SUEZ have caused this Amendment to Asset Purchase Agreement to be duly executed and entered into effective as of the date first above written.

**SELLER:**

**Eagle Water Company, Inc.**  
An Idaho corporation

By: \_\_\_\_\_  
Title: President

**BUYER:**

**H2O Eagle Acquisition, LLC,**  
A Wyoming limited liability company

By: J.R. Ross  
Title: Director

**SUEZ:**

**SUEZ Water Idaho Inc.,**  
an Idaho corporation

By: [Signature]  
Title: VP & GENERAL MANAGER

STATE OF Idaho )  
 : ss.  
County of Latah )

On this 3rd day of June, 2021, before me, a Notary Public in and for the State of Idaho, personally appeared S. K. Ross, known or identified to me to be a Director of H2O Eagle Acquisition, LLC, and who subscribed said name to the foregoing instrument, and acknowledged to me that [s]he executed the same in said limited liability company's name.

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



Debbie L. OLSON  
Notary Public for Idaho  
Residing at: Moscow  
My commission expires: 03-02-2023

STATE OF IDAHO )  
 : ss.  
County of Ada )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public in and for the State of Idaho, personally appeared Robert V. DeShazo, Jr., known or identified to me to be the President of Eagle Water Company, Inc., an Idaho corporation, who subscribed said corporation's name to the foregoing instrument, and acknowledged to me that he executed the same in said corporation's name.

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

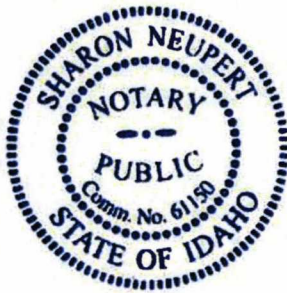
\_\_\_\_\_  
Notary Public for Idaho  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



STATE OF IDAHO            )  
  : ss.  
County of Ada                )

On this 8<sup>th</sup> day of June, 2021, before me, a Notary Public in and for the State of Idaho, personally appeared Marshall Thompson, known or identified to me to be the VP + General Mgr of SUEZ Water Idaho Inc., an Idaho corporation, who subscribed said corporation's name to the foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same in said corporation's name.

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



Sharon Neupert  
Notary Public for Idaho  
Residing at: BOISE ID  
My commission expires: FEB 22, 2025

**ATTACHMENT 1  
(SUPPLEMENTAL EASEMENT DESCRIPTIONS)**

**24' ACCESS & PIPELINE EASEMENT DESCRIPTION**

An easement located in the Northeast One Quarter of the Southeast One Quarter of Section 10, Township 4 North, Range 1 East, Boise Meridian, City of Eagle, Ada County, Idaho, being more particularly described as follows:

Commencing at the Southeast Corner of Section 10 of said Township 4 North, Range 1 East, (from which point the East One Quarter Corner of said Section 10 bears North 01°17'50" East, 2636.64 feet distant); Thence North 01°17'50" East, a distance of 1608.74 feet on the east line of said Section 10; Thence South 89°27'08" West, a distance of 43.87 feet to a point on the westerly right of way line of North Horseshoe Bend Road / Old Highway 55, said point being common with the southeast corner of Parcel "A" as shown on Record of Survey Number 8915 of Ada County Records, said point also being the POINT OF BEGINNING;

Thence South 01°19'23" West, a distance of 24.01 feet on the westerly right of way line of said North Horseshoe Bend Road;  
Thence South 89°27'11" West, a distance of 395.05 feet to a point on the easterly boundary line of the Farmers Union Canal property;  
Thence North 31°36'03" West, a distance of 28.02 feet on the easterly boundary line of the Farmers Union Canal to the southwest corner of Parcel "B" as shown on said Record of Survey Number 8915;  
Thence North 89°27'11" East, a distance of 410.28 feet on the southerly boundary line of Parcel "B" and Parcel "A" of said Record of Survey Number 8915 to the POINT OF BEGINNING.

**20' ACCESS & UTILITY EASEMENT DESCRIPTION**

An easement located in Parcel "B" as shown on Record of Survey Number 8915 of Ada County Records, located of the Northeast One Quarter of the Southeast One Quarter of Section 10, Township 4 North, Range 1 East, Boise Meridian, City of Eagle, Ada County, Idaho, being more particularly described as follows:

Commencing at the Southeast Corner of Section 10 of said Township 4 North, Range 1 East, (from which point the East One Quarter Corner of said Section 10 bears North 01°17'50" East, 2636.64 feet distant); Thence North 01°17'50" East, a distance of 1608.74 feet on east line of said Section 10; Thence South 89°27'08" West, a distance of 43.87 feet to a point on the westerly right of way line of North Horseshoe Bend Road / Old Highway 55, said point being common with the southeast corner of Parcel "A" as shown on said Record of Survey 8915; Thence South 89°27'11" West, a distance of 348.31 feet on the south boundary line of said Parcel "A" and "B", to the POINT OF BEGINNING;

Thence South 89°27'11" West, a distance of 22.06 feet on the south line of said Parcel "B";  
Thence North 25°29'19" West, a distance of 191.42 feet;  
Thence North 90°00'00" West, a distance of 23.59 feet;  
Thence North 04°11'00" West, a distance of 20.05 feet;  
Thence North 90°00'00" East, a distance of 37.68 feet;  
Thence South 25°29'19" East, a distance of 213.35 feet to the point of beginning.

### **SOUTH WATER LINE EASEMENT DESCRIPTION**

An easement located in the Northeast One Quarter of the Southeast One Quarter of Section 10, Township 4 North, Range 1 East, Boise Meridian, City of Eagle, Ada County, Idaho, being more particularly described as follows:

Commencing at the Southeast Corner of Section 10 of said Township 4 North, Range 1 East, (from which point the East One Quarter Corner of said Section 10 bears North 01°17'50" East, 2636.64 feet distant); thence North 01°17'50" East, a distance of 1608.74 feet on said Section line; Thence South 89°27'08" West, a distance of 43.87 feet to a point on the westerly right of way line of North Horseshoe Bend Road / Old Highway 55, said point being common with the southeast corner of Parcel "A" as shown on Record of Survey number 8915 of Ada County Records, said point being the POINT OF BEGINNING;

Thence South 01°19'23" West, a distance of 20.01 feet on the westerly right of way line of North Horseshoe Bend Road;  
Thence South 89°27'11" West, a distance of 397.59 feet to a point on the easterly boundary line of the Farmers Union Canal property;  
Thence North 31°36'03" West, a distance of 23.35 feet on the easterly boundary line of the Farmers Union Canal to the southwest corner of Parcel "B" of said Record of Survey 8915;  
Thence North 89°27'11" East, a distance of 410.28 feet on the southerly boundary line of Parcel "B" and Parcel "A" of said Record of Survey Number 8915 to the point of beginning.

### **NORTH WATER LINE EASEMENT DESCRIPTION**

An easement located in Parcel "B" as shown on Record of Survey 8915 of Ada County Records, located in the Northeast One Quarter of the Southeast One Quarter of Section 10, Township 4 North, Range 1 East, Boise Meridian, City of Eagle, Ada County, Idaho, being more particularly described as follows:

Commencing at the Southeast Corner of Section 10 of said Township 4 North, Range 1 East, (from which point the East One Quarter Corner of said Section 10 bears North 01°17'50" East, 2636.64 feet distant); Thence North 01°17'50" East, a distance of 1608.74 feet on easterly line of said Section 10; Thence South 89°27'08" West, a distance of 43.87 feet to a point on the westerly right of way line of North Horseshoe Bend Road / Old Highway 55, said point being common with the southeast corner of Parcel "A" of said Record of Survey Number 8915; Thence North 01°19'23" East, a distance of 273.78 feet on the westerly right of way line of North Horseshoe Bend Road, said point being the POINT OF BEGINNING;

Thence South 85°49'00" West, a distance of 516.09 feet to an existing Well House building;  
Thence North 04°11'00" West, a distance of 20.00 feet to a point on the northerly boundary line of said Parcel "B";  
Thence North 85°49'00" East, a distance of 518.01 feet on the northerly boundary line of said Parcel "B" to the north east corner of said Parcel "B", said point being common with the westerly right of way line of North Horseshoe Bend Road;  
Thence South 01°19'23" West, a distance of 20.09 feet on the westerly right of way line of North Horseshoe Bend Road to the POINT OF BEGINNING.

**PUMP STATION  
EXCLUSIVE EASEMENT DESCRIPTION**

An easement located in Parcel "B" as shown on Record of Survey Number 8915 of Ada County Records, in the Northeast One Quarter of the Southeast One Quarter of Section 10, Township 4 North, Range 1 East, Boise Meridian, City of Eagle, Ada County, Idaho, being more particularly described as follows:

Commencing at the Southeast Corner of Section 10 of said Township 4 North, Range 1 East, (from which point the East One Quarter Corner of said Section 10 bears North 01°17'50" East, 2636.64 feet distant);  
Thence North 01°17'50" East, a distance of 1608.74 feet on the east line of said Section 10;  
Thence North 89°27'08" East, a distance of 43.87 feet to a point on the westerly right of way line of North Horseshoe Bend Road / Old Highway 55, said point being common with the southeast corner of Parcel "A" as shown on said Record of Survey Number 8915;  
Thence South 89°27'11" West, a distance of 410.28 feet on the southerly boundary line of said Parcel "A" and Parcel "B" to the southwest corner of said Parcel "B";  
Thence North 31°36'03" West, a distance of 187.56 feet on the westerly boundary line of said Parcel "B", to the POINT OF BEGINNING;

Thence North 31°36'03" West, a distance of 112.65 feet on the westerly boundary line of said Parcel "B" to the Northwest corner of said Parcel "B";  
Thence North 85°49'00" East, a distance of 85.00 feet on the northerly boundary line of said Parcel "B";  
Thence South 04°11'00" East, a distance of 100.00 feet;  
Thence South 85°49'00" West, a distance of 33.13 feet to the POINT OF BEGINNING.

**ATTACHMENT 2  
(CURRENT CUSTOMER DEPOSITS AND HOOKUP FEES)**

**Meters Paid/Not Set**

<b>1513 E Allce Creek</b>	<b>3/4</b>	<b>\$245 - Crestpoint</b>
<b>Bldg 1</b>	<b>2"</b>	<b>\$650 - Heron's Edge</b>
<b>Bldg 7</b>	<b>2"</b>	<b>\$650 - Heron's Edge</b>
<b>Bldg 8</b>	<b>2"</b>	<b>\$650 - Heron's Edge</b>
<b>Bldg 9</b>	<b>2"</b>	<b>\$650 - Heron's Edge</b>
<b>Clubhouse</b>	<b>2"</b>	<b>\$650 - Heron's Edge</b>
<b>Irrigation/CA</b>	<b>2"</b>	<b>\$650 - Heron's Edge</b>

**Projects Under Agreement**

<b>10386 Shields</b>	<b>\$44,600 - now paid in full</b>	
<b>10190 Shields</b>	<b>\$22,900 paid (materials) balance \$21,700</b>	<b>(\$44,600)</b>
<b>Rene Place</b>	<b>\$112,400 paid (materials) balance \$103,200</b>	<b>(\$215,600)</b>
<b>Estrada Village</b>	<b>\$136,400 paid (materials) balance \$126,800</b>	<b>(\$263,200)</b>

**Projects With Agreements Proposed**

<b>Eastfield</b>	<b>\$76,400</b>
<b>Parkinson &amp; Syringa</b>	<b>\$92,500</b>
<b>540 Parkinson</b>	<b>\$21,600</b>

**Projects Under Design**

<b>Premier Storage</b>	<b>\$124,600</b>
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