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FEB 27 2020

DEPT OF WATER RESOURCES  
SOUTHERN REGION

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

**WITHDRAWAL OF PROTEST**

Application for ☒ Transfer ☐ Permit ☐ Amendment of Permit No. 82440

In the Name of Unser Hay Co LLC  
Applicant

Name of Protestant: SV Ranch LLC

Represented by: Chris Pollak

**I hereby withdraw my protest to the above referenced matter. All of my issues of protest have been addressed and/or resolved.**

☐ My withdrawal is not conditional.

Or

☒ My withdrawal is conditioned on the following:

The new well to be drilled by Unser Hay Co LLC must be a minimum distance of 1.0 miles from any wells owned and/or operated by SV Ranch LLC.

The new well will not have any perforations in the casing from a depth of 0.0 feet to 100.0 from the ground surface.

After the well is complete, the applicant will provide the protestant or a representative of the protestant a copy of the completed well log.

Additional legal action against Unser Hay Co LLC will occur if the applicant deviates from the conditions of this protest withdrawal.

Chris Pollak  
Signature of Protestant or Representative

VP  
Title

2/26/2020  
Date

## SV RANCH LLC

### Manager Delegation of Authority

Effective September 23, 2016

SV Ranch LLC (the "Company") is managed by a Manager as provided in the Company's Limited Liability Company Agreement (the "Agreement"). For efficient administration of the Company's affairs, however, the Manager is executing this document to appoint certain officers to assist in the administration of the Company's affairs. The Manager retains the right to manage the affairs of the Company as provided in the Company's Agreement. The Manager shall have the right to revoke this Delegation of Authority at any time, or to overrule any decision of any officer.

#### 1. Officers.

1.529 Number, Election and Term. Officers of the Company shall be a President, a Vice President, a Secretary and a Treasurer, and may include such other officers as the Company may designate from time to time. Officers shall be appointed by the Manager from time to time. Each officer shall hold office until removed as provided below. Any one person may hold more than one office if it is deemed advisable by the manager.

1.530 Appointment of Officers. The Manager appoints the following persons to the offices designated below:

<u>Name</u>	<u>Office</u>
Greg Vik	President
Chris J. Pollak	Vice President
Jeff Anderson	Secretary and Treasurer

1.531 Resignation or Removal: Any officer or agent of the Company may resign from such position by delivering written notice of the resignation to the Company, but such resignation shall be without prejudice to the contract rights, if any, of the Company. Any officer or agent of the Company may be removed by the Manager, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights. Vacancies in any office caused by any reason may be filled by the manager by selecting a suitable and qualified person to act during the unexpired term.

1.532 Salaries. The compensation of all the officers, agents and other employees of this Company shall be fixed by the Manager and may be changed from time to time by the Manager.

1.533 President. The President shall have general charge and control of the day to day affairs of the Company subject to the ultimate control of the Manager of the Company, shall perform all duties as may be delegated from time to time by the Manager of the Company and shall make such reports to the Manager and the Members of the Company as may be required. The President shall be authorized to execute all documents on behalf of the Company.

1.534 Vice Presidents. The Vice President shall perform such duties as shall be assigned by the president or Manager of the Company. In the case of absence, disability or death of the President, the Vice Presidents shall perform and be vested with all the duties and powers of the President, until the President shall have resumed such duties or the President's successor is elected. In the event there is more than one Vice President, the Manager of the Company may designate one of the Vice Presidents as a Senior Vice President, who, in event of the absence, disability or death of the President shall perform such duties as shall be delegated by the Manager of the Company. Each Vice President shall also have authority to execute documents on behalf of the Company and bind the Company.

1.535 Secretary. The Secretary shall keep a record of the proceedings at the meetings of the Members of the Company, shall have custody of all the books, records and papers of the Company, except such as shall be in charge of the Treasurer or some other person authorized to have custody or possession thereof, shall from time to time make such reports to the Manager, the officers and the Members of the Company as may be required, and shall perform such other duties as the Manager of the Company may from time to time delegate. In addition, if no Treasurer is elected, the Secretary shall perform all the duties required of the Office of Treasurer.

1.536 Treasurer. The Treasurer shall keep accounts of all monies of the Company received or disbursed, shall from time to time make such reports to the Manager, the officers and the Members of the Company as may be required, and shall perform such other duties as the Managers of the Company may from time to time delegate. The Treasurer shall have authority to execute banking documents required for the operation of the business of the Company.

2. Liability; Indemnification. None of the Company's officers or agents shall be liable to the Company, the Manager or the Members for any act or omission based upon errors of judgment, negligence, or other fault in connection with the business or affairs of the Company so long as the person against whom the liability is asserted acted in good faith on behalf of the Company and in a manner reasonably believed by such person to be within the scope of his or her authority under this Agreement and in the best interests of the Company, but only if such action or failure to act does not constitute gross negligence or willful misconduct. The Company agrees to indemnify the Company's officers and agents to the fullest extent permitted by law and to save and hold them harmless from and in respect of all (a) fees, costs, and expenses incurred in connection with or resulting from any claim, action, or demand against the company or any of its agents that arise out of or in any way relate to the Company, its properties, business, or affairs and (b) such claims actions and demands and any losses or damages resulting from such claims, actions and demands, including amounts paid in settlement or compromise (if recommended by attorneys for the Company) of any such claim, action or demand; provided, however, that this indemnification shall apply only so long as the person against whom a claim, action or demand is asserted has acted in good faith on behalf of the Company and in a manner reasonably believed by such person to be within the scope of its authority and in the best interests of the Company, but only if such action or failure to act does not constitute gross negligence or willful misconduct. The termination of any action, suit, or proceeding by judgment, order, settlement, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that any person acted with gross negligence or willful misconduct. The rights of any officer or agent under this paragraph are in addition to any rights such person may have under any other agreement with the Company or any affiliate of the Company.

The Manager of the Company hereby approves this Manager Delegation of Authority.

MANAGER:

INVESTMENTS MANAGER LLC

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

Greg Vik, President

## Skinner, Corey

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**From:** Greg Sullivan <greg.sullivan@brockwayeng.com>  
**Sent:** Thursday, February 27, 2020 2:25 PM  
**To:** Skinner, Corey  
**Cc:** Rod Gonsales; 'Chris Pollak'  
**Subject:** FW: Unser Transfer Protest  
**Attachments:** Document\_20180301\_0001.pdf; Authority To Sign.pdf

Corey,

See the attached withdrawal of protest of Transfer #82440. Also attached is a document providing evidence that Chris Pollak can sign on behalf of SC Ranch LLC.

Greg Sullivan  
Brockway Engineering  
2016 North Washington Street, Suite 4  
Twin Falls, Idaho 83301  
208-736-8543

*All information, calculations, maps, drawings, or other documents transmitted via e-mail are preliminary unless explicitly stated in the e-mail text or in the documents themselves.*

**From:** camascreek@hughes.net [mailto:camascreek@hughes.net]  
**Sent:** Thursday, February 27, 2020 1:30 PM  
**To:** 'Greg Sullivan' <greg.sullivan@brockwayeng.com>  
**Subject:** RE: Unser Transfer Protest

Greg,

Please see the attached "Withdrawal of Protest" signed by Chris Pollak.

Please forward onto the IDWR.

Thank you.

Rod