

<b>DISTRICT COURT, COUNTY OF DOUGLAS, STATE OF COLORADO</b> 4000 Justice Way Castle Rock, Colorado 80109 720-437-6200	
<b>IN RE ROCK CANYON METROPOLITAN DISTRICT</b>	
Paula J. Williams, Atty. Reg. #: 26928 McGEADY BECHER P.C. 450 E. 17 <sup>th</sup> Ave., Suite 400 Denver, Colorado 80203-1254 Phone: (303) 592-4380 Fax: (303) 592-4385 E-mail: <a href="mailto:pwilliams@specialdistrictlaw.com">pwilliams@specialdistrictlaw.com</a>	<p align="center"><b>▲ COURT USE ONLY ▲</b></p> Case Number: 2018CV030898  Div.: 5 Ctrm.:
<p align="center"><b>OATH OF DIRECTOR</b></p>	

I, K. Sean Allen, do ☐ **SWEAR** ☒ **AFFIRM** that I will support the Constitution of the United States, the Constitution of the State of Colorado, and the laws of the State of Colorado, and will faithfully perform the duties of the office of director of the Rock Canyon Metropolitan District upon which I am about to enter to the best of my ability.

Name: K. Sean Allen

Address: 10546 Eby Circule  
Littleton, Colorado 80124

Subscribed and ☐ sworn ☒ affirmed to before me this 29<sup>th</sup> day of November, 2022.

DocuSigned by:

By:

Pete Klymbow

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(Person authorized to administer oaths, i.e. County Clerk and Recorder, Officer of the Board of Directors, or any other person authorized to administer oaths)

## CERTIFICATE OF APPOINTMENT

I, Pete Klymkow, President of the Board of Directors (the “**Board**”) of the Rock Canyon Metropolitan District of Douglas County, Colorado (the “**District**”), hereby certify that at a special meeting of the Board of said District held Thursday, November 17, 2022, at 9:00, a.m., which meeting was held and properly noticed to be held via video and telephone conference, the Board determined that due to vacancies on the board, it was necessary to appoint a new Director to act until the next regular election of the District. Nominations were open for appointment of a new Director, and upon unanimous vote there was appointed to the Board the following qualified elector of the District to act until the next regular election of the District:

Name: K. Sean Allen  
Address: 10546 Eby Circle  
Littleton, CO 80124

I further certify that evidence of this appointment has been entered in the minutes of the meeting and that I have caused this Certificate of Appointment to be delivered to said new Director and to the Division of Local Government of the State of Colorado, in accordance with Section 32-1-905(3), C.R.S, as amended.

Rock Canyon Metropolitan District

By: 

\_\_\_\_\_  
President



RLI Insurance Company  
P.O. Box 3967 Peoria IL 61612-3967  
Phone: (309)692-1000 Fax: (309)683-1610

## PUBLIC OFFICIAL POSITION SCHEDULE BOND

Bond No. LSM1216423

Item 1. Name of Insured: Rock Canyon Metropolitan District

(the "Insured")

Principal Address: c/o McGeady Becher P.C. 450 E 17th Avenue, Suite 400  
Denver, CO 80203

Item 2. Bond Period November 6, 2018 to Continuous Until Cancelled.

Item 3. Limit of liability does not exceed the sum specified in the Schedule of named Positions or written acceptances by the Company as to each Position there listed.

### I. INSURING AGREEMENT

The **RLI Insurance Company**, an Illinois corporation (the "Company"), in consideration of an agreed premium is held and firmly bound unto Rock Canyon Metropolitan District of Denver, CO, Obligee, for the faithful discharge of the duties of any Public Official or Employee while occupying any position named in the schedule attached, or added thereto by written acceptance of the Company as to said position after the 6th day of November, 2018.

### II. CONDITIONS

**A. Coverage.** Automatic coverage is granted for the first thirty days service of any Public Official or Employee:  
(1) Occupying a newly created position identical with one listed in the schedule of positions, in an equal amount.

Provided, however, that the automatic coverage herein granted shall be void and of no effect from the beginning, unless during the said thirty day period the Obligee has requested in writing that the position be added to the schedule, and the Company by written acceptance has consented thereto.

Coverage on any position may be increased or decreased upon written request of the Obligee, if agreed to in writing by the Company.

**B. Cancellation.** Cancellation hereunder is effective, and all liability under this bond shall cease as to future acts or omissions as to any Public Official or Employee on the date specified in written notice given by the Obligee to the Company as to any or all positions or Public Officials or Employees, or after thirty days' written notice given by the Company to the Obligee of its intent to cancel this bond in its entirety, or as to any Public Official or Employee or position.

**C. Liability.** The Company's liability under this bond shall **not** be cumulative, and in no event shall the Company be called upon to pay as a loss hereunder in an amount greater than the largest single amount for which the position occupied by any Public Official or Employee causing such loss is or has been covered in the schedule, whether said loss occurred during any one or more years. The liability of the Company for any Public Official or Employee occupying more than one position at one time, or at different times, shall **not** exceed the largest amount of coverage specified for any single position occupied by said Public Official or Employee. The liability of the Company shall **never exceed** the amount in effect for the position when the act

of the Public Official or Employee causing the loss shall have occurred. In the event there are more Public Officials or Employees occupying the position covered in the schedule than are listed therein, the Company shall be liable for such proportion of the amount of coverage as the number of Public Officials or Employees listed bears to the number of Public Officials or Employees actually occupying the position when the loss occurred.

The Liability of the Company hereunder is subject to the terms and conditions of the following Riders, attached thereto:

None of the specifications of this Bond shall be altered or waived, except in writing by the Company executed by its President, Vice President, Secretary, Assistant Secretary or Treasurer.

Dated this 9th day of November, 2018.

**RLI Insurance Company**

By B. W. Davis  
Barton W. Davis Vice President



SCHEDULE OF POSITIONS - EFFECTIVE THE 6th DAY OF November, 2018.

(If there is more than one position of like classification, list by number, thus: Cashier No. 1, Cashier No. 2)

Schedule Number	Position Name	No.	Position Location	Bond Amount
1	Treasurer	1		\$ 5,000.00
2	Board Member	1		\$ 1,000.00
3	Board Member	1		\$ 1,000.00
4	Board Member	1		\$ 1,000.00
5	Board Member	1		\$ 1,000.00
6	Board Member	1		\$ 1,000.00
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# POWER OF ATTORNEY

## RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

**Know All Men by These Presents:**

Bond No. LSM1216423

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Barton W. Davis in the City of Peoria, State of Illinois, as it's true and lawful Agent and Vice President, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Five Hundred Thousand and 00/100 Dollars (\$ 500,000.00) for any single obligation, and specifically for the following described bond.

**Principal:** Rock Canyon Metropolitan District

**Obligee:** Same as Principal

**Type Bond:** Public Official Position Schedule Bond

**Bond Amount:** \$ 10,000.00

**Effective Date:** November 6, 2018

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 9th day of November, 2018.



**RLI Insurance Company**

By: Barton W. Davis  
Barton W. Davis Vice President

State of Illinois

County of Peoria

} SS

On this 9th day of November, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk  
Gretchen L. Johnigk Notary Public



### CERTIFICATE

I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 9th day of November, 2018.

**RLI Insurance Company**

By: Jean M. Stephenson  
Jean M. Stephenson Corporate Secretary

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