

DISTRICT COURT
COUNTY OF DOUGLAS, COLORADO
Court Address: Douglas County Justice Center
4000 Justice Way, Suite 2009
Castle Rock, Colorado 80109
Telephone No.: 720.437.6200

DATE FILED: June 3, 2014 3:21 PM
FILING ID: 100AE505F5123
CASE NUMBER: 2008CV2202

Petitioners:

Remuda Ranch Metropolitan District

^Court Use Only^

Attorney for Petitioners:

Tamara K. Seaver
ICENOGLÉ | SEAVER | POGUE
A Professional Corporation
4725 South Monaco Street, Suite 225
Denver, Colorado 80237
Telephone: 303.292.9100
Facsimile: 303.292.9101
E-mail: TSeaver@ISP-Law.com
Atty. Reg. #24721

Case Number: 2008CV2202

Div.:

**OATH OF DIRECTOR AND EVIDENCE OF BOND
IN THE MATTER OF
REMUDA RANCH METROPOLITAN DISTRICT**

OATH OF DIRECTOR

I, Thomas J. Wiens, will faithfully support the Constitution of the United States and of the State of Colorado, and the laws made pursuant thereto, and will faithfully perform the duties of the office of Director of the Remuda Ranch Metropolitan District into which I am about to enter.



Thomas J. Wiens, Director

Subscribed and sworn to before me this 29th day of May, 2014.

WITNESS my hand and official seal.

My commission expires: 4-8-2017

(SEAL)


Notary Public

JENNIFER M SMITH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20014008724
MY COMMISSION EXPIRES 4/8/2017

EVIDENCE OF BOND

The Remuda Ranch Metropolitan District hereby provides evidence of an individual, schedule or blanket surety bond for the above named director in satisfaction of the requirements of Section 32-1-901(2), C.R.S., attached hereto as **Exhibit A** and incorporated herein by this reference.

EXHIBIT A
Evidence of Bond

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/13/2012

PRODUCER (303)368-5757 FAX (303)368-5863
T. Charles Wilson Insurance Services
2260 So. Xanadu Way # 280
Aurora, CO 80014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Western Surety	0022
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED Remuda Ranch Metropolitan District
c/o Icenogle, Seaver, Pogue
4725 South Monaco Street Ste 225

Denver, CO 80237

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		OTHER Position Schedule Bond	15224931	11/04/2011	11/04/2014	\$10,000 Limit 5 Directors @ \$1,000 Each 1 Treasurer @ \$5,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Remuda Ranch Metropolitan District
c/o Icenogle, Seaver, Pogue
4725 South Monaco Street
Suite 225
Denver, CO 80237

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Stacey Neff



Western Surety Company

PUBLIC OFFICIAL POSITION SCHEDULE BOND

Name of Obligor Remuda Ranch Metropolitan District Bond No. 15224931
 Name of Insured Remuda Ranch Metropolitan District

WESTERN SURETY COMPANY, as Surety, in consideration of an agreed premium is held and firmly bound unto the Obligor, for the faithful discharge of the duties of any Officer or Employee while occupying any position named in the schedule attached, or added thereto by written acceptance of the Surety, while in the service of the Insured, not exceeding the sum specified in said schedule or written acceptance of the Surety as to said position after the

4th day of November, 2008

This bond is subject to the following expressed conditions:

1. Automatic coverage is granted for the first thirty days' service of any Officer or Employee 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 Insured has requested in writing that the position be added to the schedule, and the Surety by written acceptance has consented thereto.

2. Coverage on any position may be increased or decreased upon written request of the Insured, and agreed to in writing by the Surety.

The Surety's liability under this bond shall not be cumulative, and in no event shall the Surety be called upon to pay a loss amounting to an amount greater than the largest single amount for which the position occupied by any Officer or Employee causing said loss is or has been covered in the schedule, whether said loss occurred during any one or more years. The liability of the Surety for any Officer 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 Officer or Employee. The liability of the Surety shall never exceed the amount in effect for the position when the act of the Officer or Employee causing the loss shall have occurred. In the event there are more Officers or Employees occupying the position covered in the schedule than are listed therein, the Surety shall be liable for such proportion of the amount of coverage as the number of Officers or Employees listed bears to the number of Officers or Employees actually

4. Cancellation hereunder is effective, and all liability under this bond shall cease as to the future acts or omissions as to any Officer or Employee on the date specified in written notice given by the Insured to the Surety as to any or all positions or Officers or Employees, or after thirty days' written notice given by the Surety to the Insured of its intent to cancel this bond in its entirety, or as to any Officer or Employee or position.

5. None of the specifications of this bond shall be altered or waived, except in writing by the Surety executed by the Chairman of the Board, its President, Vice President, Secretary, Assistant Secretary or Treasurer.

6. The liability of the Surety hereunder is subject to the terms and conditions of the following or to the following Riders attached thereto:

Dated this 19th day of November, 2008

Countersigned
 By [Signature]
 Resident Agent

WESTERN SURETY COMPANY
 By [Signature]
 Surety

SCHEDULE OF POSITIONS EFFECTIVE November 4th, 2008
 (If there is more than one position of like classification, list by number, thus: Cashier No. 1, Cashier No. 2)

Number	Position	Location	Amount	Premium
1	Director		\$1,000.00	\$3.50
2	Director		\$1,000.00	\$3.50
3	Director		\$1,000.00	\$3.50
4	Director		\$1,000.00	\$3.50
5	Director		\$1,000.00	\$3.50
6	Treasurer		\$5,000.00	\$25.00
*****	***** End of Schedule	*****		