#### DISTRICT COURT, COUNTY OF DOUGLAS, STATE OF COLORADO

4000 Justice Way

Castle Rock, Colorado 80109

303-663-7200

PETITIONER: IN RE THE ORGANIZATION OF SALISBURY HEIGHTS METROPOLITAN DISTRICT

Mary Jo Dougherty

Elisabeth A. Cortese

McGEADY SISNEROS, P.C. 450 E. 17<sup>th</sup> Avenue, Suite 400

Denver, Colorado 80203

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Atty. Reg#: 21824; 41222 respectively

#### **▲** COURT USE ONLY **▲**

Case Number: 2014 CV 30290

Div.: 3

Ctrm.:

#### **OATH OF DIRECTOR**

The undersigned solemnly swears (or affirms) that he will faithfully perform the duties of this office as required by law and will support the Constitution of the United States, the Constitution of the State of Colorado, and the laws made pursuant thereto.

Address: 11012 Valleybrook Circle Highlands Ranch, CO 80130

STATE OF COLORADO

) ss.

COUNTY OF ARAPAHOE

Subscribed and sworn to before me this 7<sup>th</sup> day of May, 2014.

WITNESS my hand and official seal.

Notary Public

My commission expires: 8 2015



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. LSM0579111

Iten	n 1.	Name of Insured:	Salisbury Heights Metropolitan District						
		Principal Address:	c/o McGeady Sisneros, P.C. 450 E. 17th Ave Denver, CO 80203	enue, Suite 400	(the "Insured")				
lten	า 3.	Limit of liability doe	May 7, 2014 to Continuous Until Continuo		ns or written acceptances				
I.	INS	URING AGREEME	NT						
	The RLI Insurance Company, an Illinois corporation (the "Company"), in consideration of an agreed premium is								
	held	d and firmly bound u	nto <u>Salisbury Heigh</u>	ts Metropolitan Distric	t -				
			nver <u>CO</u> , Obligee, for th						
			hile occupying any position named in the s		-				
			pany as to said position after the7th		-				
II.	CO	NDITIONS							
	A. Coverage. Automatic coverage is granted for the first thirty days service of any Public Official (1) Occupying a newly created position identical with one listed in the schedule of positions, i amount.								
			that the automatic coverage herein grar during the said thirty day period the Oblige						

**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.

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

added to the schedule, and the Company by written acceptance has consented thereto.

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

writing by the Company.

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 \_\_\_\_\_\_ day of \_\_\_\_\_\_ May \_\_\_\_\_\_ 2014 \_\_\_.

**RLI Insurance Company** 

Roy C. Die

Vice President

(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		\$ 1,000.00
3	Board Member #2	1		\$ 1,000.00
4	Board Member #3	1		\$ 1,000.00
5	Board Member #4	1		\$ 1,000.00
6	Board Member #5	1		\$ 1,000.00
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RLI Insurance Company P.O. Box 3967 Peoria IL 61612-3967 Phone: (309)692-1000 Fax: (309)683-1610

#### **POWER OF ATTORNEY**

#### **RLI Insurance Company**

Bond No. <u>LSM0579111</u>

#### Know All Men by These Presents:

That the RLI Ins	urance Company	, a corporation	organized and e	xisting under the la	aws of the State of
Illinois,	and authorized and licensed t	to do business in all st	tates and the Di	strict of Columbia	does hereby make,
constitute and appoint:	Roy C. Die	in the City	of	Peoria	, State of
Illinois, as	Vice President	_, with full power a	nd authority he	reby conferred upo	on him/her to sign,
execute, acknowledge and delive	r for and on its behalf as Sur	rety, in general, any a	and all bonds, u	ndertakings, and r	ecognizances in an
amount not to exceed	Five Hundred Thousand	and 00/100	_ Dollars (	\$ 500,000.00	_) for any single
obligation, and specifically for th	e following described bond.				
Principal: Salisbury Hei	ghts Metropolitan District				
Obligee: Same as Princ	eipal				
Type Bond: Public Officia	l Position Schedule Bond				
Bond Amount: \$ 10,000.00					
Effective Date: May 7, 2014					
The RLI Insura	ace Company	further certifies t	that the follow	ing is a true and	l exact copy of a
Resolution adopted by the Board	of Directors of	RLI Insurance C	ompany	, and no	w in force to-wit:
undertakings, Powers of Atte corporate seal may be printed	by facsimile."				
IN WITNESS WHEREOF, the _					-
its Vice President	with its corporate seal aff	ixed this <u>7th</u> d	ay ofM	ay, 2014	<u>1</u> .
ATTEST:	A STATE OF THE STA	RANCE COMPONENTS RLI I	nsurance Com	рапу	£.
Cynthia S. Dohm		Manager .			Vice President
as Vice Preside RLI Insurance	, who being by me	duly sworn, acknow	ledged that they at Secretary	, respe	Power of Attorney ctively, of the said
said corporation.					
Jacqueline M. Bockler	M. Boller Notary Public	NOTARY PUBLIC JACQUELINE M. KIRNOIS COMMISSION EXPIRE	BOCKLER		

# CERTIFICATE OF ELECTION

IT IS HEREBY CERTIFIED THAT

**Todd Amberry** 

WAS ELECTED TO SERVE UNTIL THE SECOND REGULAR ELECTION

AS A MEMBER OF THE BOARD OF DIRECTORS OF THE

## SALISBURY HEIGHTS METROPOLITAN DISTRICT

AT THE ELECTION HELD TUESDAY, MAY 6, 2014.

Dated: \_\_\_\_ May 7, 2014

Signed: Sterry Sterry Designated Election Official

THIS CERTIFICATE OF ELECTION IS MADE PURSUANT TO §1-11-103(1), C.R.S.