

DISTRICT COURT, DOUGLAS COUNTY, STATE OF COLORADO 4000 Justice Way, Suite 2009 Castle Rock, Colorado 80109 Telephone: 720-437-6200	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
IN RE THE MATTER OF HESS RANCH METROPOLITAN DISTRICT NO. 5	
Attorneys for the District: SPENCER FANE LLP Thomas N. George, Esq., #41395 1700 Lincoln Street, Suite 2000 Denver, CO 80203-4554 Telephone: (303) 839-3800; Facsimile: (303) 839-3838 E-mail: tgeorge@spencerfane.com	Case Number: 2015CV30973 Division: 6
OATH OF OFFICE - MATT CHILDERS	

I, **Matt Childers**, 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 Hess Ranch Metropolitan District No. 5 upon which I am about to enter.

Signature: *Matt Childers*

IF SWORN OR AFFIRMED BEFORE OFFICER OF THE BOARD, THE FOLLOWING SHOULD BE COMPLETED:

Subscribed and sworn to before me this 16 day of August, 2023.

By: *Don Guerra*
Officer of the Board

OR, IF SWORN OR AFFIRMED BEFORE A NOTARY, THE FOLLOWING SHOULD BE COMPLETED:

STATE OF COLORADO)
) ss.
 COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 2023, by Matt Childers, Director.

My Notary Commission expires on _____

(SEAL) _____
 Notary Public

CERTIFICATE OF APPOINTMENT

IN THE MATTER OF THE HESS RANCH METROPOLITAN DISTRICT NO. 5; DOUGLAS COUNTY, COLORADO

COMES NOW, the President of the Hess Ranch Metropolitan District No. 5, Douglas County, Colorado, and certifies that at a meeting of the Board of Directors of the District held on August 16, 2023, at 4100 E. Mississippi Avenue, Suite 500, Denver, Colorado, the Board determined that a vacancy did occur on the Board of Directors of the District, that it was necessary to appoint a new Director to act until the next regular election of the District, that nominations were open for the appointment of the new Director, and that upon unanimous vote there was appointed to the Board the following eligible elector of the District to act until the next regular election of the District:

Name: Matt Childers
Residence Address: 24 Old Squaw Pass Road
Evergreen, CO 80439

I further certify 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 on this 16th day of August, 2023.

By: Don Guerra
President



SURETY

16165 N 83rd Ave #201
Peoria, AZ 85382
Phone: (623) 412-1420
Fax: (309) 683-1620

Hess Ranch Metropolitan District No. 5
C,o Spencer Fane Llp
1700 Lincoln Str Ste 2000
Denver, CO 80203

December 28, 2021

RE: Bond Renewal: LSM0807439
Principal: Hess Ranch Metropolitan District No. 5

Obligee: Same As Principal
Description: Public Official Position Schedule Bond

Dear Principal:

This letter will confirm our receipt of your premium payment and notification of your bond renewal. Your bond premium is paid through November 4, 2024.

For questions please contact:
Tcw Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112
(303) 368-5757

Thank you for placing your bond business with us.

Sincerely,

Olga S. Happel
RLI Surety





RLI Insurance Company
 P.O. Box 3867 Peoria IL 61612-3867
 Phone: (309)892-1000 Fax: (309)683-1610

PUBLIC OFFICIAL POSITION SCHEDULE BOND

Bond No. LSM0807439

Item 1. Name of Insured: Hess Ranch Metropolitan District No. 5

(the "Insured")

Principal Address: c/o McGeady Sineras, P.C. 450 E. 17th Avenue, Suite 400
 Denver, CO 80203-1254

Item 2. Bond Period November 4, 2015 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 Hess Ranch Metropolitan District No. 5 of Denver, CO, Obligor, 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 4th day of November, 2015.

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 Obligor 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 Obligor, 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 Obligor 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 Obligor 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 4th day of November, 2015.

RLI Insurance Company

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



SCHEDULE OF POSITIONS - EFFECTIVE THE 4th DAY OF November, 2015.

(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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