DISTRICT COU	JRT, DOUGLAS COUNTY, COLORADO	
Court Address: 4000 Justice Way		
	Suite 2009	
	Castle Rock, CO 80109	
Petitioner:	· · · · · · · · · · · · · · · · · · ·	1
MIRABELLE METROPOLITAN DISTRICT NO. 2		▲ COURT USE ONLY ▲
Attorney for	Petitioner:	
Name:	Kristen D. Bear, Esq. Trisha K. Harris, Esq.	Case Number: 2016CV30968
Address:	WHITE BEAR ANKELE TANAKA & WALDRON Attorneys at Law	Division:
	2154 E. Commons Ave., Suite 2000 Centennial, CO 80122	Courtroom:
Phone:	(303) 858-1800	
Fax:	(303) 858-1801	
Email:	kbear@wbapc.com;	
	tharris@wbapc.com	
Atty. Reg. #:	23680; 34820	
	BOARD OF DIRECTORS OATH OF OFFICE	8
STATE OF CO		

I, Teresa G. Kershisnik, [select one of the following  $\bigcirc$  swear,  $\bigcirc$  affirm or [ $\bigcirc$ ] swear by the everliving God], 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 Mirabelle Metropolitan District No. 2 upon which I am about to enter to the best of my ability. In accordance with § 32-1-901(2), C.R.S. the bond required to be filed at the time of filing of this oath is filed herewith as Exhibit A.

SS.

)

Teresa G. Kershisnik

Signature

 $_{\rm COUNTY\,OF}$  Douglas

Subscribed and sworn to before me this  $\_^{11th}$  day of  $\_May$ , 2020.

<u>Jennifer E. Fulton-Miller</u> By: Jennifer E. Fulton-Miller (May 8, 2020) Officer of the Board of Directors

# Oath of Office, District Nos. 1-4 - Teresa G. Kershisnik

#### Final Audit Report

2020-05-11

Created:	2020-05-08
By:	Rose Vallesio (rvallesio@wbapc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzXnY5y7Wt5GAmqAtYbiAahYI9DhjWGXG

## "Oath of Office, District Nos. 1-4 - Teresa G. Kershisnik" History

- Document created by Rose Vallesio (rvallesio@wbapc.com) 2020-05-08 - 8:55:31 PM GMT- IP address: 50.209.233.181
- Document emailed to Jennifer E. Fulton-Miller (jennifer.miller@sheahomes.com) for signature 2020-05-08 - 9:00:02 PM GMT
- Email viewed by Jennifer E. Fulton-Miller (jennifer.miller@sheahomes.com) 2020-05-08 - 9:00:20 PM GMT- IP address: 104.47.49.254
- Document e-signed by Jennifer E. Fulton-Miller (jennifer.miller@sheahomes.com) Signature Date: 2020-05-08 - 9:01:08 PM GMT - Time Source: server- IP address: 75.166.193.212
- Document emailed to Teresa G. Kershisnik (terri.kershisnik@sheahomes.com) for signature 2020-05-08 9:01:10 PM GMT
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- Document e-signed by Teresa G. Kershisnik (terri.kershisnik@sheahomes.com) Signature Date: 2020-05-11 - 9:47:59 PM GMT - Time Source: server- IP address: 73.243.43.209
- Signed document emailed to Jennifer E. Fulton-Miller (jennifer.miller@sheahomes.com), Rose Vallesio (rvallesio@wbapc.com) and Teresa G. Kershisnik (terri.kershisnik@sheahomes.com) 2020-05-11 9:47:59 PM GMT

### EXHIBIT A

Director Bond



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. <u>LSM0933041</u>

#### Item 1. Name of Insured: Mirabelle Metropolitan District No. 2

(the "Insured")

Principal Address: c/o White Bear Ankele Tanaka & Waldron 2154 East Commons Avenue, Suite 2000 Centennial, CO 80122

Item 2. Bond Period <u>November 1, 2016</u> to <u>Continuous Until Cancelled</u>.

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 <b>RL</b>	I Insurance Company, an Illinois	corporation (the	"Compai	ny"), in con	sideration of an	agreed premiun	n is
held an	d firmly bound unto	Mirabe	lle Metro	politan Dist	trict No. 2		
of	Centennial	, <u>CO</u> , Obligee	e, for the	e faithful di	scharge of the c	luties of any Pu	blic
Official	or Employee while occupying any	y position named	in the s	chedule at	ached, or addeo	thereto by writ	tten
accepta	nce of the Company as to said po	sition after the	1st	_ day of	November	,2016	

#### **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 <u>11th</u> day of <u>October</u>, <u>2016</u>.

**RLI Insurance Company** 

to W. o By

Barton W. Davis

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		\$ 1,000.00
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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**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. LSM0933041

#### Know All Men by These Presents:

That the _	R	LI Insurance Company	, a corporation org	anized and existing under	the laws of the State of
	Illinois	, and authorized and licensed to	to do business in all state	es and the District of Colu	mbia does hereby make,
constitute	and appoint:	Barton W. Davis	in the City of	Peoria	, State of
	Illinois	, as <u>Vice President</u>	, with full power and	authority hereby conferre	ed upon him/her to sign,
execute, a	acknowledge and	deliver for and on its behalf as Sur	rety, in general, any and	all bonds, undertakings,	and recognizances in an
amount r	not to exceed	Five Hundred Thousand	and 00/100 I	Dollars ( <u>\$ 500,000.0</u>	00) for any single
obligation	n, and specifically	for the following described bond.			

Principal:	Mirabelle Metropolitan District No. 2
Obligee:	Same as Principal
Type Bond:	Public Official Position Schedule Bond
<b>Bond Amount:</b>	\$ 10,000.00
Effective Date:	November 1, 2016

The RLI Insurance Company	further certifies that the fo	bllowing 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 <u>11th</u> da	ay of <u>October</u> , <u>2016</u> .
ATTEST: Churie L. Montgomery	SEAL	W. Davis Vice President
	, <u>2016</u> before me, a Notary Public, persona	
		edged that they signed the above Power of Attorney
		t Secretary, respectively, of the said
	ompany, and acknowledged s	aid instrument to be the voluntary act and deed of
said corporation.		
Jacqueline M. Bockler	Notary Public	SEAL" BOCKLER