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

4000 Justice Way, Suite 2009 Castle Rock, CO 80109 720-437-6200

### PETITIONER: IN RE HESS RANCH METROPOLITAN **DISTRICT NO. 2**

MaryAnn M. McGeady

Elisabeth A. Cortese

McGEADY SISNEROS, P.C.

450 E. 17th Avenue, Suite 400

Denver, Colorado 80203

Phone: (303) 592-4380

Fax: (303) 592-4385

E-mail: mmcgeady@mcgeadysisneros.com;

ecortese@mcgeadysisneros.com

Atty. Reg#: 12417 and 41222, respectively

### ▲ COURT USE ONLY ▲

Case Number: 2015CV30969

Div.: 3

Ctrm.: 3

#### **OATH OF DIRECTOR**

The undersigned solemnly swears (or affirms) that Gary L. Hunter 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.

Gary L. Hunter

Address: 21797 E. Davies Circle Centennial, Colorado 80016

STATE OF COLORADO

COUNTY OF Arapahoe

Subscribed and sworn to before me this 12<sup>th</sup> day of November, 2015.

SS.

WITNESS my hand and official seal.

My commission expires: STATE OF COLORADO Notary ID 20104024843

My Commission Expires 07/16/2018

# **CERTIFICATE OF ELECTION**

IT IS HEREBY CERTIFIED THAT

Gary L. Hunter

WAS ELECTED TO SERVE UNTIL THE SECOND REGULAR ELECTION

AS A MEMBER OF THE BOARD OF DIRECTORS OF THE

# **HESS RANCH METROPOLITAN DISTRICT NO. 2**

AT THE ELECTION HELD TUESDAY, NOVEMBER 3, 2015.

Dated: 11/04/2015

Signed: Leanif Pino
Designated Election Official

THIS CERTIFICATE OF ELECTION IS MADE PURSUANT TO §§1-11-103(1), 1-13.5-1306 AND 32-1-305(5), C.R.S.



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>LSM0807426</u>

πe	m 1.	Name of Insured: Hess Ranch Metropolitan District No. 2
		(the "Insured")
		Principal Address: c/o McGeady Sisneros, P.C. 450 E. 17th Avenue, Suite 400
		Denver, CO 80203-1254
	_	
		Bond Period November 4, 2015 to Continuous Until Cancelled.
		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.
	INIC	NUDING A ODERNENT
I.		SURING AGREEMENT
		RLI Insurance Company, an Illinois corporation (the "Company"), in consideration of an agreed premium is
		d and firmly bound unto Hess Ranch Metropolitan District No. 2  Denver CO. Obligee, for the faithful discharge of the duties of any Public
	- 0.5	<u>Denver</u> , <u>CO</u> , Obligee, for the faithful discharge of the duties of any Public icial or Employee while occupying any position named in the schedule attached, or added thereto by written
		eptance of the Company as to said position after the4th day ofNovember,2015
	aoc	November , 2015 .
II.	СО	NDITIONS
		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
	В	writing by the Company.
	D.	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
	٥.	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 <b>not</b> exceed the largest
		amount of coverage specified for any single position occupied by said Public Official or Employee. The liability
		and any straining opening for any single position occupied by said rubile official of 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** 

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
7				
8				
9				
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11				0
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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. \_\_LSM0807426\_\_

### Know All Men by These Presents:

That the _				, a corporation o	-	_	
				do business in all st			-
				in the City			
				with full power as			
execute, a	cknowledge and	deliver for and on	its behalf as Sure	ety, in general, any a	nd all bonds, u	indertakings, and r	recognizances in an
amount n	ot to exceed _	Five Hund	lred Thousand a	nd 00/100	_ Dollars (	\$ 500,000.00	_) for any single
obligation	, and specifically	for the following d	escribed bond.				
Principal							
Obligee:							
• -							
Effective	Date: Novem	per 4, 2015				==	
				further certifies t		_	
Resolution	n adopted by the	Board of Directors	of	RLI Insurance C	ompany	, and no	w in force to-wit:
underta	kings, Powers		her obligations	rate seal is not ne of the corporation			
IN WITN	ESS WHEREOR	the	RLI Insurance	e Company	has ca	used these present	s to be executed by
				xed this <u>4th</u> d			
			•				_
ATTEST:		ontgomery	S S S S S S S S S S S S S S S S S S S	ORPORAZE RLI I	nsurance Com	npany	
Cherie L. N	Montgomery	Assistant	Secretary	LINOIS Barton	W. Davis		Vice President
	Cherie L. Mor Vice RLI Insu	ntgomery , v President	vho being by me and	Votary Public, person duly sworn, acknow Assistar and acknowledged	ledged that the	y signed the above	e Power of Attorney ectively, of the said
Jacqueline	acquele M. Bockler		Meac Notary Public	"OFFICIAL JACQUELINE M. LUNOS COMMISSION EXPIR	SEAL" BOCKLER		