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. 4**

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: 2015CV30972

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

) ss.

COUNTY OF Arapahoe

Subscribed and sworn to before me this 12th day of November, 2015.

WITNESS my hand and official seal.

My commission expires: **JENNIFER PINO**My commission expires: **NOTARY PUBLIC**

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. 4

AT THE ELECTION HELD TUESDAY, NOVEMBER 3, 2015.

Dated: ///04/2015

Signed!

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. LSM0807433

| Iter | n 1. | Name of Insured: Hess Ranch Metropolitan District No. 4 | | | | | | | | |
|------|--|--|--|--|--|--|--|--|--|--|
| | | (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 | | | | | | | | |
| | | Company as to each Position there listed. | | | | | | | | |
| l. | INSURING AGREEMENT | | | | | | | | | |
| | | e 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. 4 | | | | | | | | |
| | | Denver CO, Obligee, for the faithful discharge of the duties of any Public | | | | | | | | |
| | | cial or Employee while occupying any position named in the schedule attached, or added thereto by written | | | | | | | | |
| | acc | eptance of the Company as to said position after the4thday ofNovember,2015 | | | | | | | | |
| II. | СО | 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 amount. | | | | | | | | | |
| | Provided, however, that the automatic coverage herein granted shall be void and of no effect from beginning, unless during the said thirty day period the Obligee has requested in writing that the position 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. | | | | | | | | |
| | В. | 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 | | | | | | | | | |
| | _ | 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

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 | 1) | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |
| 11 | | | | |
| 12 | | | | |
| 13 | | | | |
| 14 | | | 1 | |
| 15 | | | | |
| 16 | | | | |
| 17 | | | | |
| 18 | | | | |
| 19 | | | , | |
| 20 | | | | |
| 21 | | | | |
| 22 | | | | |
| 23 | | | | |
| 24 | | | | |
| 25 | | | | |
| 26 | | | | |



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>LSM0807433</u>

Know All Men by These Presents:

| That the | RLI Insurance Company | , a corporation | organized and ex | isting under the lav | vs of the State of |
|------------|---|--|----------------------------|----------------------|--------------------|
| | Illinois , and authorized and licens | sed to do business in all s | tates and the Dist | rict of Columbia d | oes hereby make, |
| constitute | and appoint: Barton W. Davis | in the City | y of | Peoria | , State of |
| | Illinois , as Vice President | , with full power a | nd authority here | by conferred upon | him/her to sign, |
| execute, | acknowledge and deliver for and on its behalf as | Surety, in general, any | and all bonds, un | dertakings, and rec | cognizances in an |
| amount | not to exceed Five Hundred Thousa | and and 00/100 | _ Dollars (| \$ 500,000.00 |) for any single |
| obligatio | a, and specifically for the following described bo | nd. | | | |
| | Book To Page 11 - 200 Age to West of Florida and Florida Art College | 05 | | | |
| Principa | | | | | |
| Obligee: | | | | | |
| Type Bo | | | | | |
| | nount: \$ 10,000.00 | | | | |
| Effective | Date: November 4, 2015 | | | | |
| The | DI II. | Cardlan and Car | 414 | | 6 |
| | RLI Insurance Company | | | | |
| Resolutio | n adopted by the Board of Directors of | RLI Insurance C | Company | , and now | in force to-wit; |
| | kings, Powers of Attorney or other obligate te seal may be printed by facsimile." | tions of the corporatio | n. The signatu | re of any such o | officer and the |
| IN WITN | ESS WHEREOF, theRLI Insu | rance Company | has caus | ed these presents t | to be executed by |
| | Vice President with its corporate sea | | | | |
| | | | | | |
| ATTEST | urie & Montgomery Montgomery Assistant Secretary | SEAL | Insurance Comp B. H. W. | any . | Vice President |
| | - , 0 | WILL IN OLD WAR | | | |
| and | 4th day of November , 2015 before m Cherie L. Montgomery , who being by Vice President an | y me duly sworn, acknow | ledged that they | signed the above P | Power of Attorney |
| as | RLI Insurance Company | and acknowledged | said instrument t | to be the voluntary | v act and deed of |
| said corp | | | | | |
| Jacquelino | M. Bockler Notary Publi | "OFFICIAL PUBLIC JACQUELINE M. STATE OF SILLINGIS COMMISSION EXPIR | BOCKLER | | |