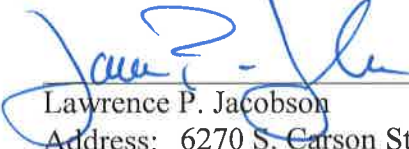


<b>DISTRICT COURT, COUNTY OF DOUGLAS, STATE OF COLORADO</b> 4000 Justice Way, Suite 2009 Castle Rock, CO 80109 720-437-6200	
<b>IN RE HESS RANCH METROPOLITAN DISTRICT NO. 4</b>	
Elisabeth A. Cortese McGEADY BECHER P.C. 450 E. 17 <sup>th</sup> Avenue, Suite 400 Denver, Colorado 80203 Phone: (303) 592-4380 Fax: (303) 592-4385 E-mail: ecortese@specialdistrictlaw.com Atty. Reg#: 41222	<p style="text-align: center;">▲ COURT USE ONLY ▲</p> Case Number: 2015CV30972  Div.: 3                  Ctrm.: 3
<b>OATH OF DIRECTOR</b>	

The undersigned solemnly swears (or affirms) that Lawrence P. Jacobson 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.

  
 \_\_\_\_\_  
 Lawrence P. Jacobson  
 Address: 6270 S. Carson Street  
 Centennial, Colorado 80111

Subscribed and sworn to before me this 20<sup>th</sup> day of February, 2018.

By: Tracy J. Hutkins  
 (Person authorized to administer oaths, i.e.  
 County Clerk and Recorder, Clerk of the Court,  
**Chairman of the Board of Directors**,  
 or any other person authorized to administer oaths)

## CERTIFICATE OF APPOINTMENT

I, Tracy J. Hutchins, President of the Board of Directors (the “**Board**”) of the Hess Ranch Metropolitan District No. 4 of the Town of Parker, Douglas County, Colorado (the “**District**”), hereby certify that at a special meeting of the Board of said District held February 20, 2018, at 8:00, a.m., at the offices of Lohf Shaiman Jacobs Hyman & Feiger PC, 950 S. Cherry Street, Suite 900, Denver, Colorado 80246, the Board determined that due to a vacancy on the board, it was necessary to appoint a new Director to act until the next regular election of the District. Nominations were open for appointment of a new Director, and upon unanimous vote there was appointed to the Board the following qualified elector of the District to act until the next regular election of the District:

Name:	Lawrence P. Jacobson
Address:	6270 S. Carson Street Centennial, Colorado 80111

I further certify that evidence of this appointment has been entered in the minutes of the meeting and 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, in accordance with Section 32-1-905(3), C.R.S, as amended.

Hess Ranch Metropolitan District No. 4

By: Tracy J. Hutchins  
Tracy J. Hutchins, President



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

Item 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

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. 4 of Denver, CO, Obligee, 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 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 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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