

DISTRICT COURT, DOUGLAS COUNTY, COLORADO  Court Address: 4000 Justice Way Castle Rock, CO 80109 Telephone: (303) 663-7200		<b>▲ COURT USE ONLY ▲</b>
<b>Petitioner:</b>  HESS RANCH METROPOLITAN DISTRICT NO. 3		
<b>Attorney for Petitioner:</b>  Name: Kristin B. Tompkins, Esq. Address: WHITE BEAR ANKELE TANAKA & WALDRON Attorneys at Law 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122 Phone: (303) 858-1800 Fax: (303) 858-1801 Email: ktompkins@wbapc.com Atty. Reg. #: 34839		Case Number: 2015CV30970  Division:  Courtroom:
<b>BOARD OF DIRECTOR          OATH OF OFFICE          SARAH HUNSCHE</b>		

STATE OF COLORADO            )  
   )  
 COUNTY OF ARAPAHOE        )        ss.

I, Sarah Hunsche, do swear or affirm 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 Hess Ranch Metropolitan District No. 3 upon which I am about to enter to the best of my ability.

  
 \_\_\_\_\_  
 Signature

Subscribed and sworn to before me this 26<sup>th</sup> day of April, 2019.

By:  \_\_\_\_\_  
Officer of the Board of Directors

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<b>CERTIFICATE OF APPOINTMENT          SARAH HUNSCHE          HESS RANCH METROPOLITAN DISTRICT NO. 3</b>		

STATE OF COLORADO                    )  
   )  
 COUNTY OF   Arapahoe              )            ss.

I, Christian M. Janke, as President of the Board of Directors (the “Board”) of the Hess Ranch Metropolitan District No. 3 (the “District”), hereby certify that at a meeting of the Board held on Friday, April 26, 2019 at 3:30 P.M., at 7353 S. Alton Way, Suite A100, Englewood, Colorado, the Board determined that, pursuant to § 32-1-905(2), C.R.S., and 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 to be held in May 2020; that nominations were open for appointment of a new director; and that upon approving vote of the Board, the following eligible elector of the District was appointed to the Board for a term ending May 2020:

Name: Sarah Hunsche  
Address: 28785 Evergreen Manor Drive  
Evergreen, CO 80463

I further certify that I have caused this Certificate of Appointment to be delivered to the newly appointed director and to the Division of Local Government.

Dated this 26th day of April 2019.

HESS RANCH METROPOLITAN DISTRICT NO. 3



\_\_\_\_\_  
Christian M. Janke, President

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<b>DIRECTORS' BOND</b> <b>HESS RANCH METROPOLITAN DISTRICT NO. 3</b>		

BY AND THROUGH its legal counsel, the Board of Directors (the "Board") of Hess Ranch Metropolitan District No. 3 hereby respectfully submits an individual, schedule, or blanket surety bond in an amount not less than One Thousand Dollars (\$1,000) for each director, conditioned upon the faithful performance of each director's duties. Such bond is required to be filed with this Court pursuant to § 32-1-901(2), C.R.S., at the time of filing of the oath of office taken by each director in accordance with § 32-1-901(1), C.R.S.

Additionally, a fidelity bond in an amount not less than Five Thousand Dollars (\$5,000), conditioned on the faithful performance of the treasurer's duties as treasurer of the Board, is being submitted herewith in accordance with § 32-1-902(2), C.R.S.

Dated this 30<sup>th</sup> day of April, 2019.

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

/s/ Kristin Tompkins  
Kristin Tompkins, Esq., #34839

ATTORNEY FOR THE PETITIONER



RLI Insurance Company  
 P.O. Box 3967 Peoria IL 61612-3967  
 Phone: (309)692-1000 Fax: (309)683-1610

# RIDER

TO BE ATTACHED TO AND FORM PART OF BOND/POLICY NO. LSM0807429

It is hereby mutually agreed and understood by the Principal,  
Hess Ranch Metropolitan District No. 3

and **RLI Insurance Company** that the  
Management Company Name and Address

(Identify item(s) to be changed)

on this bond/policy has/have been changed to the following:

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

Nothing contained herein shall vary, alter, waive or extend any of the terms, limits, or conditions of the bond/policy, except as set forth above.

This Rider becomes effective on November 22, 2016, at twelve and one minute o'clock a.m., Standard Time.

Signed this 22nd day of November, 2016.

**RLI Insurance Company**

By B. W. Davis  
 Barton W. Davis Vice 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. LSM0807429

Item 1. Name of Insured: Hess Ranch Metropolitan District No. 3

(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. 3 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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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. LSM0807429

**Know All Men by These Presents:**

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Barton W. Davis in the City of Peoria, State of Illinois, as Vice President, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Five Hundred Thousand and 00/100 Dollars (\$ 500,000.00) for any single obligation, and specifically for the following described bond.

Principal: Hess Ranch Metropolitan District No. 3  
 Obligee: Same as Principal  
 Type Bond: Public Official Position Schedule Bond  
 Bond Amount: \$ 10,000.00  
 Effective Date: November 4, 2015

The RLI Insurance Company further certifies that the following 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 4th day of November, 2015.

ATTEST:

Cherie L. Montgomery  
 Cherie L. Montgomery Assistant Secretary



RLI Insurance Company  
B. W. Davis  
 Barton W. Davis Vice President

On this 4th day of November, 2015 before me, a Notary Public, personally appeared Barton W. Davis and Cherie L. Montgomery, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler  
 Jacqueline M. Bockler Notary Public

