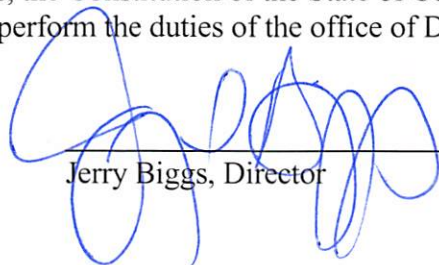


DISTRICT COURT COUNTY OF DOUGLAS, COLORADO Court Address: 400 Justice Way, Suite 2009 Castle Rock, CO 80109 Telephone No.: (720) 437-6200	
<p><b>In the Matter of:</b></p> <p><b>CRYSTAL VALLEY SHOPS METROPOLITAN DISTRICT</b></p> <hr/> <p><b>Attorneys for District:</b></p> <p>Jennifer L. Ivey          Alicia J. Corley          ICENOGLE SEAVER POGUE, P.C.          A Professional Corporation          4725 South Monaco Street, Suite 360          Denver, Colorado 80237          Telephone: 303.292.9100          Facsimile: 303.292.9101          E-mail: <a href="mailto:JIvey@IS-law.com">JIvey@IS-law.com</a>  <a href="mailto:ACorley@ISP-law.com">ACorley@ISP-law.com</a>          Atty. Reg. # 37851 (Ivey)          50977 (Corley)</p>	<p style="text-align: center;"><b>▲Court Use Only▲</b></p> <hr/> <p>Case Number: 2023 CV 30695</p> <p>Div.: 5</p>
<p><b>OATH OF DIRECTOR AND EVIDENCE OF BOND          IN THE MATTER OF          CRYSTAL VALLEY SHOPS METROPOLITAN DISTRICT</b></p>	

**OATH OF DIRECTOR**

I, Jerry Biggs, do (SWEAR, AFFIRM, or 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 upon which I am about to enter to the best of my ability.



Jerry Biggs, Director

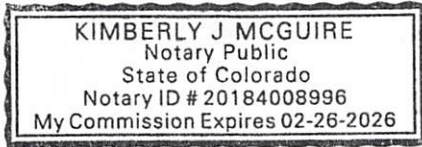
STATE OF COLORADO )  
 ) ss.  
COUNTY OF El Paso )

Subscribed and sworn to or affirmed before me this 1<sup>st</sup> day of December, 2023 by Jerry Biggs.

WITNESS my hand and official seal.

My commission expires: 02-26-2026

(S E A L)



Kimberly J McGuire  
Notary Public

PROCEDURAL INSTRUCTIONS: In accordance with Sections 32-1-901 and 24-12-101, C.R.S., file this Oath of Director (1) with the county clerk and recorder in every county in which the District extends; (2) the Division of Local Government; and (3) the clerk of the court. The oath must be taken within 30 days after the individual's election, or if the election is cancelled, within 30 days after the election date or appointment to fill a vacancy. Oaths taken prior to the regular election date are invalid regardless of whether the election was held or cancelled.

## **EVIDENCE OF BOND**

The Crystal Valley Shops Metropolitan District hereby provides evidence of bond for the above named director in satisfaction of the requirements of Section 32-1-901(2), C.R.S., attached hereto as **Exhibit A** and incorporated herein by this reference.

**EXHIBIT A**  
**Evidence of Bond**



P.O. BOX 3967 PEORIA, IL 61612-3967  
 P: (800)645-2402 E: suretyaz@rlicorp.com  
 RLISURETY.COM

# PUBLIC OFFICIAL POSITION SCHEDULE BOND

Bond No. LSM1802547

Item 1. Name of Insured: Crystal Valley Shops Metropolitan District

(the "Insured")

Principal Address: c/o Icenogle Seaver Pogue, P.C 4725 South Monaco Street #360  
 Denver, CO 80237

Item 2. Bond Period December 4, 2023 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 Crystal Valley Shops Metropolitan District 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 December, 2023.

## 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 December, 2023.

**RLI Insurance Company**

By   
Eric Raudins Sr. Vice President



SCHEDULE OF POSITIONS - EFFECTIVE THE 4th DAY OF December, 2023.

(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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# POWER OF ATTORNEY

## RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

Know All Men by These Presents:

Bond No. LSM1802547

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

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: Eric Raudins in the City of Broadview Heights, State of Ohio, as its true and lawful Agent and Sr. 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, for the following described bond.

**Principal:** Crystal Valley Shops Metropolitan District  
**Obligee:** Same as Principal  
**Type Bond:** Public Official Position Schedule Bond  
**Bond Amount:** \$ 10,000.00  
**Effective Date:** December 4, 2023

The acknowledgement and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

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 Sr. Vice President with its corporate seal affixed this 4th day of December, 2023.



**RLI Insurance Company**  
By: Eric Raudins Sr. Vice President

State of Ohio }  
County of Cuyahoga } SS

On this 4th day of December, 2023, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott Notary Public



JILL A SCOTT  
Notary Public  
State of Ohio  
My Comm. Expires  
September 22, 2025

### CERTIFICATE

I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 4th day of December, 2023.

**RLI Insurance Company**  
By: Jeffrey D. Fick Corporate Secretary