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Dept. of Local Affairs

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DISTRICT COURT, BOULDER COUNTY, COLORADO Court Address: 1777 6th Street, Boulder, CO 80302 **IN RE THE SUPERIOR METROPOLITAN INTERCHANGE DISTRICT**	
Attorneys: Jeff Parker, #26205 Hilary M. Graham, #33991 Name: Hayes, Phillips, Hoffmann & Carberry, P.C. Address: 1530 Sixteenth St., Suite 200 Denver, CO 80202 Phone #: 303-825-6444 Fax #: 303-825-1269 E-mail: jhparker@hphclaw.com hmgraham@hphclaw.com	▲ COURT USE ONLY ▲ Case #: 00-CV-516

NOTICE OF DIRECTORS' OATH AND BOND

The Superior Metropolitan Interchange District (the "District"), by its attorneys Hayes, Phillips, Hoffmann & Carberry, P.C., pursuant to the requirements set forth in C.R.S. § 32-1-901, hereby submits to the Clerk of the Court the following proof of the satisfactory completion of the required oath and bond by the new directors of the District.

1. The District's May 4, 2010, regular election has been cancelled and directors were elected by acclamation.

2. The District's new directors have taken the required oaths, which are attached hereto as **Exhibit A.**

3. The surety bond is attached hereto as **Exhibit B**, which provides the coverage required by C.R.S. § 32-1-901(2).

RESPECTFULLY submitted this 28th day of April, 2010.

HAYES, PHILLIPS, HOFFMANN & CARBERRY, P.C.

By: HMGraham

Hilary M. Graham

ATTORNEYS FOR THE SUPERIOR METROPOLITAN INTERCHANGE DISTRICT

THIS DOCUMENT WAS EFILED. A COPY WITH AN ORIGINAL SIGNATURE IS ON FILE AT THE OFFICES OF HAYES, PHILLIPS, HOFFMANN & CARBERRY, P.C. PURSUANT TO C.R.C.P. 121, SECTION 1-26(9)

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 28th day of April, 2010, a true and correct copy of the Notice of Directors' Oath and Bond were served via regular mail on the following:

Division of Local Affairs
1313 Sherman St., Rm. 621
Denver, CO 80203

Phyllis Hardin
Superior Metropolitan Interchange District
124 East Coal Creek Drive
Superior, CO 80027

S/ Karen L. Allspach
Karen L. Allspach

OATH OF OFFICE

32-1-901, C.R.S.

STATE OF COLORADO,

BOULDER COUNTY

SUPERIOR METROPOLITAN INTERCHANGE DISTRICT

I, Joseph F. Cirelli, will faithfully support the Constitution of the United States and of the State of Colorado, and the laws made pursuant thereto, and will faithfully perform the duties of the office of Director of the Superior Metropolitan Interchange District upon which I am about to enter.

Joseph F. Cirelli
(signature)

Subscribed and sworn to before me this _____ day of _____, 2010.

By:_____
Chairman of the Board of Directors

IF SWORN OR AFFIRMED BEFORE A NOTARY THE FOLLOWING SHOULD BE COMPLETED.

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

Subscribed and sworn to before me this 23rd day of April, 2010.

2-[illegible]
(notary commission expiration)

Phyllis L. Hardin
(notary signature)

PHYLLIS L. HARDIN NOTARY PUBLIC STATE OF COLORADO

PROCEDURAL INSTRUCTIONS: This document is to be filed with the Clerk of the Court and with the Division of Local Government within 30 days after the election or appointment.

Exhibit A

OATH OF OFFICE

32-1-901, C.R.S.

STATE OF COLORADO,

BOULDER COUNTY

SUPERIOR/MCCASLIN INTERCHANGE METROPOLITAN DISTRICT

I, Christopher M. Henson, will faithfully support the Constitution of the United States and of the State of Colorado, and the laws made pursuant thereto, and will faithfully perform the duties of the office of Director of the Superior/McCaslin Interchange Metropolitan District upon which I am about to enter.

Christopher M. Henson
(signature)

Subscribed and sworn to before me this 26th day of April, 2010.

By: _____
Chairman of the Board of Directors

IF SWORN OR AFFIRMED BEFORE A NOTARY THE FOLLOWING SHOULD BE COMPLETED.

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

Subscribed and sworn to before me this _____ day of _____, 2010.

_____ _____
(notary commission expiration) (notary signature)

PROCEDURAL INSTRUCTIONS: This document is to be filed with the Clerk of the Court and with the Division of Local Government within 30 days after the election or appointment.

OATH OF OFFICE

32-1-901, C.R.S.

STATE OF COLORADO,

BOULDER COUNTY

SUPERIOR/MCCASLIN INTERCHANGE METROPOLITAN DISTRICT

I, Andrew M. Mueller, will faithfully support the Constitution of the United States and of the State of Colorado, and the laws made pursuant thereto, and will faithfully perform the duties of the office of Director of the Superior/McCaslin Interchange Metropolitan District upon which I am about to enter.

(signature)

Subscribed and sworn to before me this 20th day of April, 2010.

By: _____
Chairman of the Board of Directors

IF SWORN OR AFFIRMED BEFORE A NOTARY THE FOLLOWING SHOULD BE COMPLETED.

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

Subscribed and sworn to before me this _____ day of _____, 2010.

_____ _____
(notary commission expiration) (notary signature)

PROCEDURAL INSTRUCTIONS: This document is to be filed with the Clerk of the Court and with the Division of Local Government within 30 days after the election or appointment.

OATH OF OFFICE

32-1-901, C.R.S.

STATE OF COLORADO,

BOULDER COUNTY

SUPERIOR/MCCASLIN INTERCHANGE METROPOLITAN DISTRICT

I, Sandra D. Pennington, will faithfully support the Constitution of the United States and of the State of Colorado, and the laws made pursuant thereto, and will faithfully perform the duties of the office of Director of the Superior/McCaslin Interchange Metropolitan District upon which I am about to enter.

Sandra D. Pennington
(signature)

Subscribed and sworn to before me this 26th day of April, 2010.

By: [signature]
Chairman of the Board of Directors

IF SWORN OR AFFIRMED BEFORE A NOTARY THE FOLLOWING SHOULD BE COMPLETED.

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

Subscribed and sworn to before me this _____ day of _____, 2010.

_____ _____
(notary commission expiration) (notary signature)

PROCEDURAL INSTRUCTIONS: This document is to be filed with the Clerk of the Court and with the Division of Local Government within 30 days after the election or appointment.

OATH OF OFFICE

32-1-901, C.R.S.

STATE OF COLORADO,

BOULDER COUNTY

SUPERIOR/MCCASLIN INTERCHANGE METROPOLITAN DISTRICT

I, Lisa A Skumatz, will faithfully support the Constitution of the United States and of the State of Colorado, and the laws made pursuant thereto, and will faithfully perform the duties of the office of Director of the Superior/McCaslin Interchange Metropolitan District upon which I am about to enter.

(signature)

Subscribed and sworn to before me this 26th day of April, 2010.

By: _____
Chairman of the Board of Directors

IF SWORN OR AFFIRMED BEFORE A NOTARY THE FOLLOWING SHOULD BE COMPLETED.

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

Subscribed and sworn to before me this _____ day of _____, 2010.

_____ _____
(notary commission expiration) (notary signature)

PROCEDURAL INSTRUCTIONS: This document is to be filed with the Clerk of the Court and with the Division of Local Government within 30 days after the election or appointment.

OATH OF OFFICE

32-1-901, C.R.S.

STATE OF COLORADO,

BOULDER COUNTY

SUPERIOR METROPOLITAN INTERCHANGE DISTRICT

I, Debra Williams, will faithfully support the Constitution of the United States and of the State of Colorado, and the laws made pursuant thereto, and will faithfully perform the duties of the office of Director of the Superior Metropolitan Interchange District upon which I am about to enter.

(signature)

Subscribed and sworn to before me this _____ day of _____, 2010.

By:_____

Chairman of the Board of Directors

IF SWORN OR AFFIRMED BEFORE A NOTARY THE FOLLOWING SHOULD BE COMPLETED.

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

Subscribed and sworn to before me this 20th day of April, 2010.

2-5-2013
(notary commission expiration)

(notary signature)

PHYLLIS L. HARDIN NOTARY PUBLIC STATE OF COLORADO

PROCEDURAL INSTRUCTIONS: This document is to be filed with the Clerk of the Court and with the Division of Local Government within 30 days after the election or appointment.

CONTINUOUS PUBLIC OFFICIAL SCHEDULE BOND
FOR INDEFINITE TERM

Bond No.

105056998

Principal

SUPERIOR/MCCASLIN INTERCHANGE METROPOLITAN DISTRICT

Obligee

Superior/McCaslin Interchange Metropolitan Districts

Travelers Casualty and Surety Company of America
Hartford, CT 06183

Approved this 8th day of January, 2008

S-1560-B (7/97)

Exhibit B

CONTINUOUS PUBLIC OFFICIAL
SCHEDULE BOND FOR
INDEFINITE TERM

Bond No. 105056998

KNOW ALL MEN BY THESE PRESENTS, that Travelers Casualty and Surety Company of America, of One Tower Square Hartford, CT 06183, a corporation organized and existing under the laws of the State of CT, hereinafter called the Surety, is held and firmly bound unto Superior/McCaslin Interchange Metropolitan Districts, hereinafter called the Obligee, in the sums as set forth in the schedule forming part of this bond, or as hereafter added to said schedule as hereinafter provided, for the payment of which said sums the Surety binds itself, its successors and assigns, firmly by these presents.

WHEREAS, the Obligee desires to have the various officers, employees or other encumbents, all hereinafter called the Principals, as named in the schedule, or as hereafter added to said schedule as hereinafter provided, bonded for the faithful performance of their duties in the capacities and in the amounts set opposite their respective names in said schedule.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if each Principal named in the schedule or hereafter added to the schedule, as hereinafter provided, shall faithfully perform the duties of his/her office or employment, as required by law, and at the expiration of his/her term or employment shall pay over and deliver all money, records, and property that may come into his/her possession, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed and accepted subject to the following agreements and limitations:

FIRST: As to Principals named in the schedule, the Surety shall not be liable for losses occurring prior to the date of this bond, and as to Principals hereafter added to the schedule, as hereinafter provided, the Surety shall not be liable for losses occurring prior to the effective dates of such additions to the schedule.

SECOND: The Obligee may, during the continuance of this bond, add other Principals to the schedule, by giving written notice to the Surety, and may likewise increase or decrease the amounts of suretyship as to any Principal or Principals, by giving like written notice to the Surety. Such additions of Principals, and increases or decreases of the suretyship on Principals, shall be effective on the date when the Surety shall receive written notice thereof from the Obligee.

THIRD: The aggregate liability of the Surety on account of any one Principal shall in no event exceed the largest single amount for which said Principal is at any time bonded hereunder, regardless of the number of years this bond, or the renewals thereof, shall continue in force; nor shall the Surety be liable for an amount in excess of the amount for which said Principal is bonded during the period when the loss occurred.

FOURTH: Upon the payment of any loss on any Principal under this bond, the Obligee shall, to the extent of the payment so made, assign to the Surety the claim of the Obligee against said Principal.

FIFTH: This bond shall remain in full force and effect until canceled and terminated by either the Obligee or the Surety as follows:

(1) The Obligee may cancel and terminate this bond either in its entirety or as to any individual Principal or Principals by giving the Surety written notice, in which event the cancellation and termination shall be effective on the date when the Surety shall receive such notice.

(2) The Surety may cancel and, terminate this bond either in its entirety or as to any individual Principal or Principals by giving written notice to the Obligee, in which event the cancellation and termination shall be effective thirty days after the Obligee shall have received such notice.

IN WITNESS WHEREOF, the Surety has caused this bond to be signed and its corporate seal to be hereunto affixed, by its proper officer duly appointed for this purpose, this 08 day of January, 2008.

Travelers Casualty & Surety Company of America

By: Kimberly K. Allen
Kimberly K. Allen — Attorney-in-Fact

S-1560-B (7-97)

Item No.	Name	Position	Employed at	Amount of Guarantee	Premium
1-7.		Director	S/M IMD	7 @ $1,000.00	
			Total	$7,000.00	
8.		Treasurer		$5,000.00	
			Bond Total	$12,000.00	$250. 3Yr Prepaid