

El Paso County & Fountain Valley

...the voice of the Fountain Valley since 1958

ADVERTISER & NEWS

LEGAL NOTICES

LEGAL NOTICES

Public notices & your right to know...

...and be informed of the functions of your government are embodied in public notices. In that self-government charges all citizens to be informed, this newspaper urges every citizen to read and study these notices. We advise those citizens seeking further information to exercise their right of access to public record and public meetings.

COMBINED NOTICE - PUBLICATION CRS §38-38-103 FORECLOSURE SALE NO. EPC201900251

To Whom It May Concern: This Notice is given with regard to the following described Deed of Trust:

On April 5, 2019, the undersigned Public Trustee caused the Notice of Election and Demand relating to the Deed of Trust described below to be recorded in the County of El Paso records.

Original Grantor(s)
MICHAEL N. MILLS
Original Beneficiary(ies)
Mortgage Electronic Registration Systems, Inc. as nominee for CARRINGTON MORTGAGE SERVICES, LLC, its successors and assigns
Current Holder of Evidence of Debt
CARRINGTON MORTGAGE SERVICES, LLC
Date of Deed of Trust
April 07, 2015
County of Recording
El Paso
Recording Date of Deed of Trust
April 08, 2015
Recording Information (Reception No. and/ or Book/Page No.)
215033824
Original Principal Amount
\$179,018.00
Outstanding Principal Balance
\$167,642.15
Pursuant to CRS §38-38-101(4)(i), you are hereby notified that the covenants of the deed of trust have been violated as follows: failure to pay principal and interest when due together with all other payments provided for in the evidence of debt secured by the deed of trust and other violations thereof.

THE LIEN FORECLOSED MAY NOT BE A FIRST LIEN.

LOT 53, VALEROSA VILLAGE FILING NO. 1, AS AMENDED BY ENGINEER'S STATEMENT RECORDED JUNE 8, 1972 IN BOOK 2495 AT PAGE 188, COUNTY OF EL PASO, STATE OF COLORADO.

**APN #: 5728002004
Also known by street and number as: 8255 INDIAN VILLAGE HEIGHTS, FOUNTAIN, CO 80817.**

THE PROPERTY DESCRIBED HEREIN IS ALL OF THE PROPERTY CURRENTLY ENCUMBERED BY THE LIEN OF THE DEED OF TRUST.

NOTICE OF SALE

The current holder of the Evidence of Debt secured by the Deed of Trust, described herein, has filed Notice of Election and Demand for sale as provided by law and in said Deed of Trust.

THEREFORE, Notice Is Hereby Given that I will at public auction, at 10:00 on Wednesday, 08/07/2019, at Robert Russel Building, 105 East Vermijo, Suite 120, Colorado Springs, Colorado, 80903, sell to the highest and best bidder for cash, the said real property and all interest of the said Grantor(s), Grantor(s)' heirs and assigns therein, for the purpose of paying the indebtedness provided in said Evidence of Debt secured by the Deed of Trust, plus attorneys' fees, the expenses of sale and other items allowed by law, and will issue to the purchaser a Certificate of Purchase, all as provided by law.

First Publication 6/12/2019
Last Publication 7/10/2019
Name of Publication El Paso County
Advertiser and News

IF THE SALE DATE IS CONTINUED TO A LATER DATE, THE DEADLINE TO FILE A NOTICE OF INTENT TO CURE BY THOSE PARTIES ENTITLED TO CURE MAY ALSO BE EXTENDED;

DATE: 04/05/2019
Thomas S. Mowle, Public Trustee in and for the County of El Paso, State of Colorado
By: /s/ Thomas S. Mowle, Public Trustee

The name, address, business telephone number and bar registration number of the attorney(s) representing the legal holder of the indebtedness is:
Nicholas H. Santarelli #46592
JANEWAY LAW FIRM, P.C. 9800 S. Meridian Blvd., Suite 400, Englewood, CO 80112 (303) 706-9990
Attorney File # 19-021253
The Attorney above is acting as a debt collector and is attempting to collect a debt. Any information provided may be used for that purpose.
©Public Trustees' Association of Colorado
Revised 1/2015

Notice of Demand for Issuance of Duplicate Stock Certificates in Fountain Mutual Irrigation Company

Robert C. Norris ("Norris") pursuant to C.R.S. §7-42-114 to 117 has filed notice and demand with Fountain Mutual Irrigation Company ("FMIC"), a Colorado mutual ditch company, doing business in El Paso County, Colorado, (1) that he is a shareholder of FMIC, owning Stock Certificate No. 1477 for a total of 285 FMIC shares ("Stock Certificate"), and (2) requesting a duplicate certificate be issued by FMIC to Norris for the Stock Certificate.

Norris has submitted a statement of loss by means of affidavit upon oath, that (1) the Stock Certificate has been lost, mislaid, or destroyed, (2) additional searches by all parties and agents for the Stock Certificate have proved futile, (3) the Stock Certificate is the property of Robert C. Norris and (3) the Stock Certificate has not been transferred or hypothecated by Norris to any other party. Norris has paid to FMIC all current assessments upon the Stock Certificate. Norris has made demand upon FMIC for issuance of a duplicate of the Stock Certificate to be delivered to Norris pursuant to his shareholder ownership.

As a result of the demands by Norris, and pursuant to C.R.S. §7-42-113 through 117, FMIC will issue on August 12, 2019 following the last of five publications of this notice by at least 30 days, a duplicate of the Stock Certificate in the name of Robert C. Norris, as registered owner, with delivery of that new duplicate stock certificate to Norris as noted on the books of FMIC, unless a contrary claim is filed with FMIC prior to August 12, 2019.

Pursuant to C.R.S. §7-42-116, upon the issuance of the duplicate of the Stock Certificate, all rights under the original Stock Certificate shall immediately cease and no party may assert any claim against FMIC or any other party on account of the original Stock Certificate.

Gary L. Steen
Manager of Fountain Mutual Irrigation Company
P.O. Box 75292
Colorado Springs, CO 80970-5292
(719) 598-9913

First Publication: June 12, 2019
Last Publication: July 10, 2019

NOTICE OF UNCLAIMED OVERBID FUNDS CRS 38-38-111(2.5b)(3a,b,d)(5) PUBLIC TRUSTEE SALE NO. EPC201800420

To: Record Owner of the property as of the recording of the Notice of Election and Demand or other person entitled. You are advised that there are overbid funds due you. This Notice is given with regard to the following described Deed of Trust and Notice of Election and Demand:

Name of Record Owner as evidenced on the Notice of Election and Demand or other person entitled
SANDRA L GEISSINGER
Address of Record Owner as evidenced on the recorded instrument evidencing the owner's interest
4290 SOAPWEED RD, CALHAN, CO 80808--8804
Recording Date of Deed of Trust
September 26, 1997
Recording Information
97112943
Recording Date of Notice of Election and Demand
June 19, 2018
Recording Information of Notice of Election and Demand
218069799

Legal Description of Property
THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 13 SOUTH, RANGE 62 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO.
Street Address of Property
4290 SOAPWEED RD, CALHAN, CO 80808

NOTICE OF UNCLAIMED OVERBID FUNDS

I sold at public auction, at 10:00 on 3/6/19, at Robert Russel Building, 105 East Vermijo, Suite 120, Colorado Springs, Colorado, 80903, to the highest and best bidder for cash, the real property described above. An overbid was realized from the sale and, unless the funds are claimed by the owner or other persons entitled thereto within six months from the date of sale, the funds due to you will be transferred to the general fund of the County of El Paso, State of Colorado, or to the State Treasurer as part of the "Unclaimed Property Act", pursuant to Colorado law.

First Publication 6/12/19
Last Publication 7/10/19
Name of Publication El Paso County Advertiser and News
Date: 5/30/19
Thomas S. Mowle, Public Trustee in and for the County of El Paso, State of Colorado
By: /s/ Thomas S. Mowle, Public Trustee
©Public Trustees' Association of Colorado Revised 9/2012

District Court, El Paso County, Colorado
270 South Tejon
Colorado Springs, CO 80903
Phone number: (719) 452-5000

Plaintiff: **FIRST STATE BANK OF COLORADO, fka COLORADO MOUNTAIN BANK**

vs.

Defendant: **1. SANTA FE PARTNERS, a Colorado general partnership,**
2. NAM SUN TIGGEMANN, general partner,
3. BARRY D. TIGGEMANN, general partner,
4. CHONG SUK BOOKER,
5. and ALL UNKNOWN PERSONS WHO MAY CLAIM INTEREST IN THE SUBJECT PROPERTY OR THE SUBJECT MATTER OF THIS ACTION

KENNETH E. DAVIDSON, #7596
Attorney for Plaintiff
305 Main Street, Suite A
Colorado Springs, CO 80911
Phone Number: (719) 390-7811

Case Number:
19CV30850

SUMMONS BY PUBLICATION AND MAILING

THE PEOPLE OF THE STATE OF COLORADO, TO THE ABOVE-NAMED DEFENDANT(S):

You are hereby summoned and required to appear and defend against the claims of the complaint filed with the court in this action, by filing with the clerk of this court an answer or other response. You are required to file your answer or other response within 35 days after the service of this summons upon you. Service of this summons shall be complete on the day of the last publication. A copy of the complaint may be obtained from the clerk of the court.

If you fail to file your answer or other response to the complaint in writing within 35 days after the date of the last publication, judgment by default may be rendered against you by the court for the relief demanded in the complaint without further notice.

This is an action *in rem*.

Dated: June 10, 2019
/s/Kenneth E. Davidson
Kenneth E. Davidson

Published in the El Paso County Advertiser and News
Publication Dates:
June 12, 2019
June 19, 2019
June 26, 2019
July 3, 2019
July 10, 2019

NOTICE TO CREDITORS

Estate of Charles Earnest Kovac, Deceased Case Number 2019PR30622

All persons having claims against the above-named estate are required to present them to the Personal Representative or to District Court of El Paso County, Colorado, on or before October 26, 2019 or the claims may be forever barred.

Christopher Mark Kovac
Person Giving Notice
c/o Torbet Tuft & McConkie LLC,
2 N. Cascade, #320
Colorado Springs, CO 80903

Published in the El Paso County Advertiser and News
Publication Dates:
June 26, 2019
July 3, 2019
July 10, 2019

COMBINED NOTICE - PUBLICATION CRS §38-38-103 FORECLOSURE SALE NO. EPC201900233

To Whom It May Concern: This Notice is given with regard to the following described Deed of Trust:

On April 1, 2019, the undersigned Public Trustee caused the Notice of Election and Demand relating to the Deed of Trust described below to be recorded in the County of El Paso records.

Original Grantor(s)
TERRY L WAXMAN
Original Beneficiary(ies)
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR FAIRWAY INDEPENDENT MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS
Current Holder of Evidence of Debt
COLORADO HOUSING AND FINANCE AUTHORITY
Date of Deed of Trust
January 05, 2018
County of Recording
El Paso
Recording Date of Deed of Trust
January 09, 2018
Recording Information (Reception No. and/ or Book/Page No.)
218003280
Original Principal Amount
\$216,015.00
Outstanding Principal Balance
\$213,999.04

Pursuant to CRS §38-38-101(4)(i), you are hereby notified that the covenants of the deed of trust have been violated as follows: failure to pay principal and interest when due together with all other payments provided for in the evidence of debt secured by the deed of trust and other violations thereof.

THE LIEN FORECLOSED MAY NOT BE A FIRST LIEN.

LOT 37, VALEROSA VILLAGE FILING NO. 2, COUNTY OF EL PASO, STATE OF COLORADO.
USED 2001 SKYLINE CORPORATION UNKNOWN 2T520297PA/B 76' X 26' PARCEL ID NUMBER: 57330-06-017 Also known by street and number as: 21410 LA PLANO PT, FOUNTAIN, CO 80817.

COMBINED NOTICE - PUBLICATION CRS §38-38-103 FORECLOSURE SALE NO. EPC201900234

To Whom It May Concern: This Notice is given with regard to the following described Deed of Trust:

On April 1, 2019, the undersigned Public Trustee caused the Notice of Election and Demand relating to the Deed of Trust described below to be recorded in the County of El Paso records.

Original Grantor(s)
CARMEN D ROEDEL
Original Beneficiary(ies)
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR PACIFIC RESIDENTIAL MORTGAGE, ITS SUCCESSORS AND ASSIGNS
Current Holder of Evidence of Debt
COLORADO HOUSING AND FINANCE AUTHORITY
Date of Deed of Trust
January 17, 2018
County of Recording
El Paso
Recording Date of Deed of Trust
January 18, 2018
Recording Information (Reception No. and/ or Book/Page No.)
218006834
Original Principal Amount
\$160,047.00
Outstanding Principal Balance
\$158,554.31
Pursuant to CRS §38-38-101(4)(i), you are hereby notified that the covenants of the deed of trust have been violated as follows: failure to pay principal and interest when due together with all other payments provided for in the evidence of debt secured by the deed of trust and other violations thereof.

THE LIEN FORECLOSED MAY NOT BE A FIRST LIEN.

LOT 24, BLOCK 1, SOUTHMOOR SUBDIVISION, ADDITION NO. 4, COUNTY OF EL PASO, STATE OF COLORADO.
**APN #: 65243-03-003
Also known by street and number as: 1535 RIVER DR, FOUNTAIN, CO 80817.**

THE PROPERTY DESCRIBED HEREIN

NOTICE TO CREDITORS

Estate of Sheila D. White, Deceased Case Number 2018PR480

All persons having claims against the above-named estate are required to present them to the Personal Representative or to District Court of El Paso County, Colorado, on or before November 19, 2019 or the claims may be forever barred.

Ramon F. Pressley
Person Giving Notice
5404 Ginger Cove Dr. Apt. C
Tampa, FL 33634

Published in the El Paso County Advertiser and News
Publication Dates:
June 26, 2019
July 3, 2019
July 10, 2019

THE PROPERTY DESCRIBED HEREIN IS ALL OF THE PROPERTY CURRENTLY ENCUMBERED BY THE LIEN OF THE DEED OF TRUST.

NOTICE OF SALE

The current holder of the Evidence of Debt secured by the Deed of Trust, described herein, has filed Notice of Election and Demand for sale as provided by law and in said Deed of Trust.

THEREFORE, Notice Is Hereby Given that I will at public auction, at 10:00 on Wednesday, 07/31/2019, at Robert Russel Building, 105 East Vermijo, Suite 120, Colorado Springs, Colorado, 80903, sell to the highest and best bidder for cash, the said real property and all interest of the said Grantor(s), Grantor(s)' heirs and assigns therein, for the purpose of paying the indebtedness provided in said Evidence of Debt secured by the Deed of Trust, plus attorneys' fees, the expenses of sale and other items allowed by law, and will issue to the purchaser a Certificate of Purchase, all as provided by law.

First Publication 6/5/2019
Last Publication 7/3/2019
Name of Publication El Paso County
Advertiser and News

IF THE SALE DATE IS CONTINUED TO A LATER DATE, THE DEADLINE TO FILE A NOTICE OF INTENT TO CURE BY THOSE PARTIES ENTITLED TO CURE MAY ALSO BE EXTENDED;

DATE: 04/01/2019
Thomas S. Mowle, Public Trustee in and for the County of El Paso, State of Colorado
By: /s/ Thomas S. Mowle, Public Trustee

The name, address, business telephone number and bar registration number of the attorney(s) representing the legal holder of the indebtedness is:
David R. Doughty #40042
JANEWAY LAW FIRM, P.C. 9800 S. Meridian Blvd., Suite 400, Englewood, CO 80112 (303) 706-9990
Attorney File # 19-021124
The Attorney above is acting as a debt collector and is attempting to collect a debt. Any information provided may be used for that purpose.
©Public Trustees' Association of Colorado
Revised 1/2015

IS ALL OF THE PROPERTY CURRENTLY ENCUMBERED BY THE LIEN OF THE DEED OF TRUST.

NOTICE OF SALE

The current holder of the Evidence of Debt secured by the Deed of Trust, described herein, has filed Notice of Election and Demand for sale as provided by law and in said Deed of Trust.

THEREFORE, Notice Is Hereby Given that I will at public auction, at 10:00 on Wednesday, 07/31/2019, at Robert Russel Building, 105 East Vermijo, Suite 120, Colorado Springs, Colorado, 80903, sell to the highest and best bidder for cash, the said real property and all interest of the said Grantor(s), Grantor(s)' heirs and assigns therein, for the purpose of paying the indebtedness provided in said Evidence of Debt secured by the Deed of Trust, plus attorneys' fees, the expenses of sale and other items allowed by law, and will issue to the purchaser a Certificate of Purchase, all as provided by law.

First Publication 6/5/2019
Last Publication 7/3/2019
Name of Publication El Paso County
Advertiser and News

IF THE SALE DATE IS CONTINUED TO A LATER DATE, THE DEADLINE TO FILE A NOTICE OF INTENT TO CURE BY THOSE PARTIES ENTITLED TO CURE MAY ALSO BE EXTENDED;

DATE: 04/01/2019
Thomas S. Mowle, Public Trustee in and for the County of El Paso, State of Colorado
By: /s/ Thomas S. Mowle, Public Trustee

The name, address, business telephone number and bar registration number of the attorney(s) representing the legal holder of the indebtedness is:
Nicholas H. Santarelli #46592
JANEWAY LAW FIRM, P.C. 9800 S. Meridian Blvd., Suite 400, Englewood, CO 80112 (303) 706-9990
Attorney File # 19-021120
The Attorney above is acting as a debt collector and is attempting to collect a debt. Any information provided may be used for that purpose.
©Public Trustees' Association of Colorado
Revised 1/2015

**COMBINED NOTICE - PUBLICATION
CRS §38-38-103 FORECLOSURE SALE
NO. EPC201900235**

To Whom It May Concern: This Notice is given with regard to the following described Deed of Trust:

On April 1, 2019, the undersigned Public Trustee caused the Notice of Election and Demand relating to the Deed of Trust described below to be recorded in the County of El Paso records.

Original Grantor(s)
BELINDA CLOUSE and FORREST CLOUSE
Original Beneficiary(ies)
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR ENVOY MORTGAGE, LTD, ITS SUCCESSORS AND ASSIGNS
Current Holder of Evidence of Debt
COLORADO HOUSING AND FINANCE AUTHORITY
Date of Deed of Trust
September 12, 2017
County of Recording
El Paso
Recording Date of Deed of Trust
September 12, 2017
Recording Information (Reception No. and/or Book/Page No.)
217110016
Original Principal Amount
\$181,710.00
Outstanding Principal Balance
\$178,429.84

Pursuant to CRS §38-38-101(4)(i), you are hereby notified that the covenants of the deed of trust have been violated as follows: failure to pay principal and interest when due together with all other payments provided for in the evidence of debt secured by the deed of trust and other violations thereof.

THE LIEN FORECLOSED MAY NOT BE A FIRST LIEN.

LOT 11, BLOCK 8, FOUNTAIN VALLEY RANCH, SUBDIVISION FILING NO. 1, COUNTY OF EL PASO, STATE OF COLORADO.
Also known by street and number as: 335 ONEIL COURT, COLORADO SPRINGS, CO 80911.

THE PROPERTY DESCRIBED HEREIN

**IS ALL OF THE PROPERTY CURRENTLY
ENCUMBERED BY THE LIEN OF THE
DEED OF TRUST.**

NOTICE OF SALE
The current holder of the Evidence of Debt secured by the Deed of Trust, described herein, has filed Notice of Election and Demand for sale as provided by law and in said Deed of Trust.

THEREFORE, Notice Is Hereby Given that I will at public auction, at 10:00 on Wednesday, 07/31/2019, at Robert Russel Building, 105 East Vermijo, Suite 120, Colorado Springs, Colorado, 80903, sell to the highest and best bidder for cash, the said real property and all interest of the said Grantor(s), Grantor(s)' heirs and assigns therein, for the purpose of paying the indebtedness provided in said Evidence of Debt secured by the Deed of Trust, plus attorneys' fees, the expenses of sale and other items allowed by law, and will issue to the purchaser a Certificate of Purchase, all as provided by law.

First Publication 6/5/2019
Last Publication 7/3/2019
Name of Publication El Paso County
Advertiser and News

IF THE SALE DATE IS CONTINUED TO A LATER DATE, THE DEADLINE TO FILE A NOTICE OF INTENT TO CURE BY THOSE PARTIES ENTITLED TO CURE MAY ALSO BE EXTENDED;

DATE: 04/01/2019
Thomas S. Mowle, Public Trustee in and for the County of El Paso, State of Colorado
By: /s/ Thomas S. Mowle, Public Trustee

The name, address, business telephone number and bar registration number of the attorney(s) representing the legal holder of the indebtedness is:
David R. Doughty #40042
JANEWAY LAW FIRM, P.C. 9800 S. Meridian Blvd., Suite 400, Englewood, CO 80112 (303) 706-9990
Attorney File # 19-021121
The Attorney above is acting as a debt collector and is attempting to collect a debt. Any information provided may be used for that purpose.
©Public Trustees' Association of Colorado
Revised 1/2015

ORDINANCE NO. 1729

AN ORDINANCE REPEALING AND REORDAINING ORDINANCE 1692 AUTHORIZED BY CHAPTER 13.20.101 (UTILITY CODE) OF THE FOUNTAIN MUNICIPAL CODE BY INCREASING WATER RATES

CERTIFICATION
The above-entitled ordinance was read and passed on second and final reading at a regular meeting of the City Council of the City of Fountain, Colorado, held on the 28th day of May, 2019. The ordinance is available for public inspection and acquisition at the office of the City Clerk, 116 South Main Street, Fountain, Colorado 80817.

/s/Silvia Huffman /s/Gabriel P. Ortega
City Clerk Mayor

Publication Date: July 3, 2019

ORDINANCE NO. 1734GID2

AN ORDINANCE OF THE FOUNTAIN GENERAL IMPROVEMENT DISTRICT NO. 2, CITY OF FOUNTAIN, COLORADO, FOR INCLUSION OF CERTAIN PROPERTY SOMETIMES KNOWN AS VENTANA FILING NO. 5 SUBDIVISION INTO THE FOUNTAIN GENERAL IMPROVEMENT DISTRICT NO. 2, CITY OF FOUNTAIN, COLORADO

WHEREAS, the City Council, in its capacity as the ex officio Board of Directors of the Fountain General Improvement District No. 2 City of Fountain, Colorado (the "District") as more particularly set forth in the Petition executed by Challenger Colorado, LLC, Rivers Ventana, LLC and Corundum Land, LLC (the "Owner") filed pursuant to Section 31-25-618, C.R.S. seeking the inclusion of certain property sometimes known as Ventana Filing No. 5 Subdivision into the District public notice of the filing of the Petition and the public hearing to be held thereon has been given and published in accordance with Sections 31-25-618 and 31-25-602; and the public hearing was properly noticed and conducted on Tuesday, June 11, 2019; and the Board has held and concluded such public hearing in accordance with law, at which hearing no persons having objections to the inclusion of the property described in the Petition appeared; and the area sought to be included into the District is located entirely within the City of Fountain.

Section 1. The Board, being fully informed, hereby finds and determines that it has jurisdiction in this matter pursuant to Section 31-25-618, C.R.S.

Section 2. The Board, being fully informed, hereby finds and determines that the change in boundaries of the District as proposed in the Petition does not adversely affect the District.

Section 3. Pursuant to Section 31-25-618, C.R.S., the Board hereby grants the Petition and orders the inclusion of the land described in the Petition (the "Property") into the boundaries of the District effective upon the recordation of a certified copy of this Ordinance with the Clerk and Recorder of El Paso County Colorado.

Section 4. Pursuant to Section 31-25-619, C.R.S., the Property shall be subject to the levy of taxes for the payment of its proportionate share of any indebtedness of the District existing as of the date this Ordinance is recorded with the Clerk and Recorder of El Paso County, Colorado.

Section 5. The City Clerk, acting in his or her ex officio capacity as Secretary of the District, is hereby directed to file a certified copy of this Ordinance with the Clerk and Recorder of El Paso County, Colorado within thirty (30) days following the date on which this Ordinance becomes effective.

CERTIFICATION
The above-entitled ordinance was read and passed on first reading at a regular meeting of the City Council of the City of Fountain, Colorado, held on the 11th day of June, 2019. The ordinance is available for public inspection and acquisition at the office of the City Clerk, 116 South Main Street, Fountain, Colorado 80817.

/s/Silvia Huffman /s/Gabriel P. Ortega
City Clerk Mayor

Publication Date: July 3, 2019

**COMBINED NOTICE - PUBLICATION
CRS §38-38-103 FORECLOSURE SALE
NO. EPC201900303**

To Whom It May Concern: This Notice is given with regard to the following described Deed of Trust:

On April 26, 2019, the undersigned Public Trustee caused the Notice of Election and Demand relating to the Deed of Trust described below to be recorded in the County of El Paso records.

Original Grantor(s)
Cole. D. Nickell
Original Beneficiary(ies)
Mortgage Electronic Registration Systems, Inc., as nominee for Mortgage Solutions of Colorado, LLC
Current Holder of Evidence of Debt
Mortgage Solutions of Colorado, LLC
Date of Deed of Trust
June 28, 2018
County of Recording
El Paso
Recording Date of Deed of Trust
June 29, 2018
Recording Information (Reception No. and/or Book/Page No.)
218075383
Original Principal Amount
\$275,217.00
Outstanding Principal Balance
\$273,975.09

Pursuant to CRS §38-38-101(4)(i), you are hereby notified that the covenants of the deed of trust have been violated as follows: failure to pay principal and interest when due together with all other payments provided for in the evidence of debt secured by the deed of trust and other violations thereof.

THE LIEN FORECLOSED MAY NOT BE A FIRST LIEN.

LOT 187, CARRIAGE MEADOWS SOUTH AT LORSON RANCH FILING NO. 1, COUNTY OF EL PASO, STATE OF COLORADO
Also known by street and number as: 6742 Galpin Drive, Colorado Springs, CO 80925.

THE PROPERTY DESCRIBED HEREIN IS ALL OF THE PROPERTY CURRENTLY

**COMBINED NOTICE - PUBLICATION
CRS §38-38-103 FORECLOSURE SALE
NO. EPC201900223**

To Whom It May Concern: This Notice is given with regard to the following described Deed of Trust:

On March 29, 2019, the undersigned Public Trustee caused the Notice of Election and Demand relating to the Deed of Trust described below to be recorded in the County of El Paso records.

Original Grantor(s)
KASEY COSGROVE and DAVID REYES
Original Beneficiary(ies)
ENT CREDIT UNION
Current Holder of Evidence of Debt
ENT CREDIT UNION
Date of Deed of Trust
February 24, 2017
County of Recording
El Paso
Recording Date of Deed of Trust
February 24, 2017
Recording Information (Reception No. and/or Book/Page No.)
217022200
Original Principal Amount
\$181,649.00
Outstanding Principal Balance
\$177,079.06

Pursuant to CRS §38-38-101(4)(i), you are hereby notified that the covenants of the deed of trust have been violated as follows: failure to pay principal and interest when due together with all other payments provided for in the evidence of debt secured by the deed of trust and other violations thereof.

THE LIEN FORECLOSED MAY NOT BE A FIRST LIEN.

LOT 1, BLOCK 4, FOUNTAIN CREST ESTATES FILING NO. 1, COUNTY OF EL PASO, STATE OF COLORADO, AS AMENDED BY SURVEYOR'S STATEMENT RECORDED NOVEMBER 24, 1964 IN BOOK 2045 AT PAGE 873.
Also known by street and number as: 402 CREST STREET, FOUNTAIN, CO 80817.

THE PROPERTY DESCRIBED HEREIN IS ALL OF THE PROPERTY CURRENTLY

**COMBINED NOTICE - PUBLICATION
CRS §38-38-103 FORECLOSURE SALE
NO. EPC201900242**

To Whom It May Concern: This Notice is given with regard to the following described Deed of Trust:

On April 3, 2019, the undersigned Public Trustee caused the Notice of Election and Demand relating to the Deed of Trust described below to be recorded in the County of El Paso records.

Original Grantor(s)
SCOTT SOUSA
Original Beneficiary(ies)
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR METLIFE HOME LOANS, A DIVISION OF METLIFE BANK, N.A., ITS SUCCESSORS AND ASSIGNS
Current Holder of Evidence of Debt
MIDFIRST BANK
Date of Deed of Trust
September 29, 2011
County of Recording
El Paso
Recording Date of Deed of Trust
September 30, 2011
Recording Information (Reception No. and/or Book/Page No.)
211095308
Original Principal Amount
\$115,800.00
Outstanding Principal Balance
\$116,889.75

Pursuant to CRS §38-38-101(4)(i), you are hereby notified that the covenants of the deed of trust have been violated as follows: failure to pay principal and interest when due together with all other payments provided for in the evidence of debt secured by the deed of trust and other violations thereof.

THE LIEN FORECLOSED MAY NOT BE A FIRST LIEN.

THE WEST 80 FEET OF THE SOUTH 100 FEET OF LOT 1, BLOCK 9, MOTT'S ADDITION TO CALHAN, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL ID NUMBER: 2202207011
Also known by street and number as: 1275 8TH STREET, CALHAN, CO 80808.

**ENCUMBERED BY THE LIEN OF THE
DEED OF TRUST.**

NOTICE OF SALE

The current holder of the Evidence of Debt secured by the Deed of Trust, described herein, has filed Notice of Election and Demand for sale as provided by law and in said Deed of Trust.

THEREFORE, Notice Is Hereby Given that I will at public auction, at 10:00 on Wednesday, 08/28/2019, at Robert Russel Building, 105 East Vermijo, Suite 120, Colorado Springs, Colorado, 80903, sell to the highest and best bidder for cash, the said real property and all interest of the said Grantor(s), Grantor(s)' heirs and assigns therein, for the purpose of paying the indebtedness provided in said Evidence of Debt secured by the Deed of Trust, plus attorneys' fees, the expenses of sale and other items allowed by law, and will issue to the purchaser a Certificate of Purchase, all as provided by law.

First Publication 7/3/2019
Last Publication 7/31/2019
Name of Publication El Paso County
Advertiser and News

IF THE SALE DATE IS CONTINUED TO A LATER DATE, THE DEADLINE TO FILE A NOTICE OF INTENT TO CURE BY THOSE PARTIES ENTITLED TO CURE MAY ALSO BE EXTENDED;

DATE: 04/26/2019
Thomas S. Mowle, Public Trustee in and for the County of El Paso, State of Colorado
By: /s/ Thomas S. Mowle, Public Trustee

The name, address, business telephone number and bar registration number of the attorney(s) representing the legal holder of the indebtedness is:
Deanne R. Stodden #33214
Messner Reeves LLP 1430 Wynkoop Street, Suite 300, Denver, CO 80202 (303) 623-1800
Attorney File # 8014.0097
The Attorney above is acting as a debt collector and is attempting to collect a debt. Any information provided may be used for that purpose.
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Revised 1/2015

**ENCUMBERED BY THE LIEN OF THE
DEED OF TRUST.**

NOTICE OF SALE

The current holder of the Evidence of Debt secured by the Deed of Trust, described herein, has filed Notice of Election and Demand for sale as provided by law and in said Deed of Trust.

THEREFORE, Notice Is Hereby Given that I will at public auction, at 10:00 on Wednesday, 07/31/2019, at Robert Russel Building, 105 East Vermijo, Suite 120, Colorado Springs, Colorado, 80903, sell to the highest and best bidder for cash, the said real property and all interest of the said Grantor(s), Grantor(s)' heirs and assigns therein, for the purpose of paying the indebtedness provided in said Evidence of Debt secured by the Deed of Trust, plus attorneys' fees, the expenses of sale and other items allowed by law, and will issue to the purchaser a Certificate of Purchase, all as provided by law.

First Publication 6/5/2019
Last Publication 7/3/2019
Name of Publication El Paso County
Advertiser and News

IF THE SALE DATE IS CONTINUED TO A LATER DATE, THE DEADLINE TO FILE A NOTICE OF INTENT TO CURE BY THOSE PARTIES ENTITLED TO CURE MAY ALSO BE EXTENDED;

DATE: 03/29/2019
Thomas S. Mowle, Public Trustee in and for the County of El Paso, State of Colorado
By: /s/ Thomas S. Mowle, Public Trustee

The name, address, business telephone number and bar registration number of the attorney(s) representing the legal holder of the indebtedness is:
Nicholas H. Santarelli #46592
JANEWAY LAW FIRM, P.C. 9800 S. Meridian Blvd., Suite 400, Englewood, CO 80112 (303) 706-9990
Attorney File # 19-021205
The Attorney above is acting as a debt collector and is attempting to collect a debt. Any information provided may be used for that purpose.
©Public Trustees' Association of Colorado
Revised 1/2015

**THE PROPERTY DESCRIBED HEREIN IS ALL OF THE PROPERTY CURRENTLY
ENCUMBERED BY THE LIEN OF THE
DEED OF TRUST.**

NOTICE OF SALE

The current holder of the Evidence of Debt secured by the Deed of Trust, described herein, has filed Notice of Election and Demand for sale as provided by law and in said Deed of Trust.

THEREFORE, Notice Is Hereby Given that I will at public auction, at 10:00 on Wednesday, 07/31/2019, at Robert Russel Building, 105 East Vermijo, Suite 120, Colorado Springs, Colorado, 80903, sell to the highest and best bidder for cash, the said real property and all interest of the said Grantor(s), Grantor(s)' heirs and assigns therein, for the purpose of paying the indebtedness provided in said Evidence of Debt secured by the Deed of Trust, plus attorneys' fees, the expenses of sale and other items allowed by law, and will issue to the purchaser a Certificate of Purchase, all as provided by law.

First Publication 6/5/2019
Last Publication 7/3/2019
Name of Publication El Paso County
Advertiser and News

IF THE SALE DATE IS CONTINUED TO A LATER DATE, THE DEADLINE TO FILE A NOTICE OF INTENT TO CURE BY THOSE PARTIES ENTITLED TO CURE MAY ALSO BE EXTENDED;

DATE: 04/03/2019
Thomas S. Mowle, Public Trustee in and for the County of El Paso, State of Colorado
By: /s/ Thomas S. Mowle, Public Trustee

The name, address, business telephone number and bar registration number of the attorney(s) representing the legal holder of the indebtedness is:
Elizabeth S. Marcus #16092
JANEWAY LAW FIRM, P.C. 9800 S. Meridian Blvd., Suite 400, Englewood, CO 80112 (303) 706-9990
Attorney File # 19-021250
The Attorney above is acting as a debt collector and is attempting to collect a debt. Any information provided may be used for that purpose.
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Revised 1/2015

**COMBINED NOTICE - PUBLICATION
CRS §38-38-103 FORECLOSURE SALE
NO. EPC201900224**

To Whom It May Concern: This Notice is given with regard to the following described Deed of Trust:

On March 29, 2019, the undersigned Public Trustee caused the Notice of Election and Demand relating to the Deed of Trust described below to be recorded in the County of El Paso records.

Original Grantor(s)
PHYLLIS M. BOWKER
Original Beneficiary(ies)
United States of America acting through the Rural Housing Service, United States Department of Agriculture
Current Holder of Evidence of Debt
United States of America acting through the Rural Housing Service, United States Department of Agriculture
Date of Deed of Trust
December 28, 2007
County of Recording
El Paso
Recording Date of Deed of Trust
January 02, 2008
Recording Information (Reception No. and/or Book/Page No.)
208000644
Original Principal Amount
\$69,950.00
Outstanding Principal Balance
\$67,226.45

Pursuant to CRS §38-38-101(4)(i), you are hereby notified that the covenants of the deed of trust have been violated as follows: failure to pay principal and interest when due together with all other payments provided for in the evidence of debt secured by the deed of trust and other violations thereof.

THE LIEN FORECLOSED MAY NOT BE A FIRST LIEN.

LOTS 8 AND 9 IN BLOCK 5 IN RE-FILING OF RAMAH, COUNTY OF EL PASO, STATE OF COLORADO
Also known by street and number as: 11 N CEDAR STREET, RAMAH, CO 80832.

THE PROPERTY DESCRIBED HEREIN

**COMBINED NOTICE - PUBLICATION
CRS §38-38-103 FORECLOSURE SALE
NO. EPC201900243**

To Whom It May Concern: This Notice is given with regard to the following described Deed of Trust:

On April 3, 2019, the undersigned Public Trustee caused the Notice of Election and Demand relating to the Deed of Trust described below to be recorded in the County of El Paso records.

Original Grantor(s)
Michael D Bushman
Original Beneficiary(ies)
Mortgage Electronic Registration Systems, Inc., as nominee for Mortgage Solutions of Colorado, LLC
Current Holder of Evidence of Debt
MORTGAGE SOLUTIONS OF COLORADO, LLC
Date of Deed of Trust
November 20, 2012
County of Recording
El Paso
Recording Date of Deed of Trust
November 29, 2012
Recording Information (Reception No. and/or Book/Page No.)
212141923
Original Principal Amount
\$266,125.00
Outstanding Principal Balance
\$234,796.76

Pursuant to CRS §38-38-101(4)(i), you are hereby notified that the covenants of the deed of trust have been violated as follows: failure to pay principal and interest when due together with all other payments provided for in the evidence of debt secured by the deed of trust and other violations thereof.

THE LIEN FORECLOSED MAY NOT BE A FIRST LIEN.

LOT 47, CREEK TERRACE AT MESA VILLAGE, IN THE CITY OF FOUNTAIN, EL PASO COUNTY, COLORADO, COUNTY OF EL PASO, STATE OF COLORADO.
Also known by street and number as: 7486 Araia Drive, Fountain, CO 80817.

THE PROPERTY DESCRIBED HEREIN IS ALL OF THE PROPERTY CURRENTLY

**COMBINED NOTICE - PUBLICATION
CRS §38-38-103 FORECLOSURE SALE
NO. EPC201900249**

To Whom It May Concern: This Notice is given with regard to the following described Deed of Trust:

On April 5, 2019, the undersigned Public Trustee caused the Notice of Election and Demand relating to the Deed of Trust described below to be recorded in the County of El Paso records.

Original Grantor(s)
AARON MICHAEL JOHNSON and ALEX-ANDRIA MARIE JOHNSON
Original Beneficiary(ies)
Mortgage Electronic Registration Systems, Inc., acting solely as nominee for PEOPLES NATIONAL BANK
Current Holder of Evidence of Debt
PENNYMAC LOAN SERVICES, LLC
Date of Deed of Trust
June 13, 2016
County of Recording
El Paso
Recording Date of Deed of Trust
June 14, 2016
Recording Information (Reception No. and/or Book/Page No.)
216064746
Original Principal Amount
\$205,321.00
Outstanding Principal Balance
\$197,645.69

Pursuant to CRS §38-38-101(4)(i), you are hereby notified that the covenants of the deed of trust have been violated as follows: failure to pay principal and interest when due together with all other payments provided for in the evidence of debt secured by the deed of trust and other violations thereof.

THE LIEN FORECLOSED MAY NOT BE A FIRST LIEN.

LOT 11, IN BLOCK 5, IN SOUTH-BOROUGH SUBDIVISION NO. 2, IN THE CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO
Also known by street and number as: 4190 LONDON LANE, COLORADO SPRINGS, CO 80916.

THE PROPERTY DESCRIBED HEREIN

**IS ALL OF THE PROPERTY CURRENTLY
ENCUMBERED BY THE LIEN OF THE
DEED OF TRUST.**

NOTICE OF SALE

The current holder of the Evidence of Debt secured by the Deed of Trust, described herein, has filed Notice of Election and Demand for sale as provided by law and in said Deed of Trust.

THEREFORE, Notice Is Hereby Given that I will at public auction, at 10:00 on Wednesday, 07/31/2019, at Robert Russel Building, 105 East Vermijo, Suite 120, Colorado Springs, Colorado, 80903, sell to the highest and best bidder for cash, the said real property and all interest of the said Grantor(s), Grantor(s)' heirs and assigns therein, for the purpose of paying the indebtedness provided in said Evidence of Debt secured by the Deed of Trust, plus attorneys' fees, the expenses of sale and other items allowed by law, and will issue to the purchaser a Certificate of Purchase, all as provided by law.

First Publication 6/5/2019
Last Publication 7/3/2019
Name of Publication El Paso County
Advertiser and News

IF THE SALE DATE IS CONTINUED TO A LATER DATE, THE DEADLINE TO FILE A NOTICE OF INTENT TO CURE BY THOSE PARTIES ENTITLED TO CURE MAY ALSO BE EXTENDED;

DATE: 03/29/2019
Thomas S. Mowle, Public Trustee in and for the County of El Paso, State of Colorado
By: /s/ Thomas S. Mowle, Public Trustee

The name, address, business telephone number and bar registration number of the attorney(s) representing the legal holder of the indebtedness is:
Christopher J. Conant #40269
Hatch Ray Olsen Conant, LLC 730 Seventeenth Street, Ste 200, Denver, CO 80202 (303) 298-1800
Attorney File # Bowker
The Attorney above is acting as a debt collector and is attempting to collect a debt. Any information provided may be used for that purpose.
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Revised 1/2015

**ENCUMBERED BY THE LIEN OF THE
DEED OF TRUST.**

NOTICE OF SALE

The current holder of the Evidence of Debt secured by the Deed of Trust, described herein, has filed Notice of Election and Demand for sale as provided by law and in said Deed of Trust.

THEREFORE, Notice Is Hereby Given that I will at public auction, at 10:00 on Wednesday, 07/31/2019, at Robert Russel Building, 105 East Vermijo, Suite 120, Colorado Springs, Colorado, 80903, sell to the highest and best bidder for cash, the said real property and all interest of the said Grantor(s), Grantor(s)' heirs and assigns therein, for the purpose of paying the indebtedness provided in said Evidence of Debt secured by the Deed of Trust, plus attorneys' fees, the expenses of sale and other items allowed by law, and will issue to the purchaser a Certificate of Purchase, all as provided by law.

First Publication 6/5/2019
Last Publication 7/3/2019
Name of Publication El Paso County
Advertiser and News

IF THE SALE DATE IS CONTINUED TO A LATER DATE, THE DEADLINE TO FILE A NOTICE OF INTENT TO CURE BY THOSE PARTIES ENTITLED TO CURE MAY ALSO BE EXTENDED;

DATE: 04/03/2019
Thomas S. Mowle, Public Trustee in and for the County of El Paso, State of Colorado
By: /s/ Thomas S. Mowle, Public Trustee

The name, address, business telephone number and bar registration number of the attorney(s) representing the legal holder of the indebtedness is:
Scott D. Toebben #19011
Randall S. Miller & Associates PC 216 16th Street, Suite 1210, Denver, CO 80202 (720) 259-6710
Attorney File # 19C000088-1
The Attorney above is acting as a debt collector and is attempting to collect a debt. Any information provided may be used for that purpose.
©Public Trustees' Association of Colorado
Revised 1/2015

**IS ALL OF THE PROPERTY CURRENTLY
ENCUMBERED BY THE LIEN OF THE
DEED OF TRUST.**

NOTICE OF SALE

The current holder of the Evidence of Debt secured by the Deed of Trust, described herein, has filed Notice of Election and Demand for sale as provided by law and in said Deed of Trust.

THEREFORE, Notice Is Hereby Given that I will at public auction, at 10:00 on Wednesday, 08/07/2019, at Robert Russel Building, 105 East Vermijo, Suite 120, Colorado Springs, Colorado, 80903, sell to the highest and best bidder for cash, the said real property and all interest of the said Grantor(s), Grantor(s)' heirs and assigns therein, for the purpose of paying the indebtedness provided in said Evidence of Debt secured by the Deed of Trust, plus attorneys' fees, the expenses of sale and other items allowed by law, and will issue to the purchaser a Certificate of Purchase, all as provided by law.

First Publication 6/12/2019
Last Publication 7/10/2019
Name of Publication El Paso County
Advertiser and

**COMBINED NOTICE - PUBLICATION
CRS §38-38-103 FORECLOSURE SALE
NO. EPC201900265**

To Whom It May Concern: This Notice is given with regard to the following described Deed of Trust:

On April 12, 2019, the undersigned Public Trustee caused the Notice of Election and Demand relating to the Deed of Trust described below to be recorded in the County of El Paso records.

Original Grantor(s)
DANIEL DANIEL and JANETTE DANIEL
Original Beneficiary(ies)
Mortgage Electronic Registration Systems, Inc. as nominee for LOANDEPOT.COM, LLC DBA IMORTGAGE, its successors and assigns
Current Holder of Evidence of Debt
NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER
Date of Deed of Trust
November 30, 2016
County of Recording
El Paso
Recording Date of Deed of Trust
December 06, 2016
Recording Information (Reception No. and/or Book/Page No.)
216141391
Original Principal Amount
\$332,906.00
Outstanding Principal Balance
\$322,040.77

Pursuant to CRS §38-38-101(4)(i), you are hereby notified that the covenants of the deed of trust have been violated as follows: failure to pay principal and interest when due together with all other payments provided for in the evidence of debt secured by the deed of trust and other violations thereof.

THE LIEN FORECLOSED MAY NOT BE A FIRST LIEN.

LOT 133, THE MEADOWS AT LORSON RANCH FILING NO. 4, COUNTY OF EL PASO, STATE OF COLORADO.
Also known by street and number as: **10024 THUNDERBOLT TRAIL, COLORADO SPRINGS, CO 80925.**

THE PROPERTY DESCRIBED HEREIN**IS ALL OF THE PROPERTY CURRENTLY ENCUMBERED BY THE LIEN OF THE DEED OF TRUST.****NOTICE OF SALE**

The current holder of the Evidence of Debt secured by the Deed of Trust, described herein, has filed Notice of Election and Demand for sale as provided by law and in said Deed of Trust.

THEREFORE, Notice Is Hereby Given that I will at public auction, at 10:00 on Wednesday, 08/14/2019, at Robert Russel Building, 105 East Vermijo, Suite 120, Colorado Springs, Colorado, 80903, sell to the highest and best bidder for cash, the said real property and all interest of the said Grantor(s), Grantor(s)' heirs and assigns therein, for the purpose of paying the indebtedness provided in said Evidence of Debt secured by the Deed of Trust, plus attorneys' fees, the expenses of sale and other items allowed by law, and will issue to the purchaser a Certificate of Purchase, all as provided by law.

First Publication 6/19/2019
Last Publication 7/17/2019
Name of Publication El Paso County
Advertiser and News

IF THE SALE DATE IS CONTINUED TO A LATER DATE, THE DEADLINE TO FILE A NOTICE OF INTENT TO CURE BY THOSE PARTIES ENTITLED TO CURE MAY ALSO BE EXTENDED;

DATE: 04/12/2019

Thomas S. Mowle, Public Trustee in and for the County of El Paso, State of Colorado
By: /s/ Thomas S. Mowle, Public Trustee

The name, address, business telephone number and bar registration number of the attorney(s) representing the legal holder of the indebtedness is:

Elizabeth S. Marcus #16092
JANEWAY LAW FIRM, P.C. 9800 S. Meridian Blvd., Suite 400, Englewood, CO 80112 (303) 706-9990
Attorney File # 19-021266
The Attorney above is acting as a debt collector and is attempting to collect a debt. Any information provided may be used for that purpose.
©Public Trustees' Association of Colorado
Revised 1/2015

**COMBINED NOTICE - PUBLICATION
CRS §38-38-103 FORECLOSURE SALE
NO. EPC201900268**

To Whom It May Concern: This Notice is given with regard to the following described Deed of Trust:

On April 12, 2019, the undersigned Public Trustee caused the Notice of Election and Demand relating to the Deed of Trust described below to be recorded in the County of El Paso records.

Original Grantor(s)
CHRISTOPHER SANTO DOMINGO and ALYSSA YODER
Original Beneficiary(ies)
Mortgage Electronic Registration Systems, Inc. as nominee for MORTGAGE SOLUTIONS OF COLORADO, LLC, its successors and assigns
Current Holder of Evidence of Debt
FREEDOM MORTGAGE CORPORATION
Date of Deed of Trust
January 08, 2015
County of Recording
El Paso
Recording Date of Deed of Trust
January 13, 2015
Recording Information (Reception No. and/or Book/Page No.)
215003322
Original Principal Amount
\$240,164.00
Outstanding Principal Balance
\$223,949.16

Pursuant to CRS §38-38-101(4)(i), you are hereby notified that the covenants of the deed of trust have been violated as follows: failure to pay principal and interest when due together with all other payments provided for in the evidence of debt secured by the deed of trust and other violations thereof.

THE LIEN FORECLOSED MAY NOT BE A FIRST LIEN.

LOT 76, BUFFALO CROSSING FILING NO. 2, COUNTY OF EL PASO, STATE OF COLORADO

PARCEL ID NUMBER: 5514317016
Also known by street and number as: **6115 WILD TURKEY DR, COLORADO SPRINGS, CO 80925.**

THE PROPERTY DESCRIBED HEREIN**THE PROPERTY DESCRIBED HEREIN IS ALL OF THE PROPERTY CURRENTLY ENCUMBERED BY THE LIEN OF THE DEED OF TRUST.****NOTICE OF SALE**

The current holder of the Evidence of Debt secured by the Deed of Trust, described herein, has filed Notice of Election and Demand for sale as provided by law and in said Deed of Trust.

THEREFORE, Notice Is Hereby Given that I will at public auction, at 10:00 on Wednesday, 08/14/2019, at Robert Russel Building, 105 East Vermijo, Suite 120, Colorado Springs, Colorado, 80903, sell to the highest and best bidder for cash, the said real property and all interest of the said Grantor(s), Grantor(s)' heirs and assigns therein, for the purpose of paying the indebtedness provided in said Evidence of Debt secured by the Deed of Trust, plus attorneys' fees, the expenses of sale and other items allowed by law, and will issue to the purchaser a Certificate of Purchase, all as provided by law.

First Publication 6/19/2019
Last Publication 7/17/2019
Name of Publication El Paso County
Advertiser and News

IF THE SALE DATE IS CONTINUED TO A LATER DATE, THE DEADLINE TO FILE A NOTICE OF INTENT TO CURE BY THOSE PARTIES ENTITLED TO CURE MAY ALSO BE EXTENDED;

DATE: 04/12/2019

Thomas S. Mowle, Public Trustee in and for the County of El Paso, State of Colorado
By: /s/ Thomas S. Mowle, Public Trustee

The name, address, business telephone number and bar registration number of the attorney(s) representing the legal holder of the indebtedness is:

Alison L. Berry #34531
JANEWAY LAW FIRM, P.C. 9800 S. Meridian Blvd., Suite 400, Englewood, CO 80112 (303) 706-9990
Attorney File # 19-021352
The Attorney above is acting as a debt collector and is attempting to collect a debt. Any information provided may be used for that purpose.
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Revised 1/2015

**COMBINED NOTICE - PUBLICATION
CRS §38-38-103 FORECLOSURE SALE
NO. EPC201900269**

To Whom It May Concern: This Notice is given with regard to the following described Deed of Trust:

On April 12, 2019, the undersigned Public Trustee caused the Notice of Election and Demand relating to the Deed of Trust described below to be recorded in the County of El Paso records.

Original Grantor(s)
DARREN LEE BROWN and TAMARA MARIE BROWN
Original Beneficiary(ies)
WELLS FARGO BANK, N.A.
Current Holder of Evidence of Debt
WELLS FARGO BANK, N.A.
Date of Deed of Trust
April 10, 2015
County of Recording
El Paso
Recording Date of Deed of Trust
April 23, 2015
Recording Information (Reception No. and/or Book/Page No.)
215039277
Original Principal Amount
\$244,000.00
Outstanding Principal Balance
\$227,551.98
Pursuant to CRS §38-38-101(4)(i), you are hereby notified that the covenants of the deed of trust have been violated as follows: failure to pay principal and interest when due together with all other payments provided for in the evidence of debt secured by the deed of trust and other violations thereof.

THE LIEN FORECLOSED MAY NOT BE A FIRST LIEN.

LOT 88, CROSS CREEK AT MESA RIDGE FILING NO. 2, IN THE CITY OF FOUNTAIN, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL ID NUMBER: 5529407014
Also known by street and number as: **8655 SILVER GLEN DR, FOUNTAIN, CO 80817-4067.**

THE PROPERTY DESCRIBED HEREIN IS ALL OF THE PROPERTY CURRENTLY**ENCUMBERED BY THE LIEN OF THE DEED OF TRUST.****NOTICE OF SALE**

The current holder of the Evidence of Debt secured by the Deed of Trust, described herein, has filed Notice of Election and Demand for sale as provided by law and in said Deed of Trust.

THEREFORE, Notice Is Hereby Given that I will at public auction, at 10:00 on Wednesday, 08/14/2019, at Robert Russel Building, 105 East Vermijo, Suite 120, Colorado Springs, Colorado, 80903, sell to the highest and best bidder for cash, the said real property and all interest of the said Grantor(s), Grantor(s)' heirs and assigns therein, for the purpose of paying the indebtedness provided in said Evidence of Debt secured by the Deed of Trust, plus attorneys' fees, the expenses of sale and other items allowed by law, and will issue to the purchaser a Certificate of Purchase, all as provided by law.

First Publication 6/19/2019
Last Publication 7/17/2019
Name of Publication El Paso County
Advertiser and News

IF THE SALE DATE IS CONTINUED TO A LATER DATE, THE DEADLINE TO FILE A NOTICE OF INTENT TO CURE BY THOSE PARTIES ENTITLED TO CURE MAY ALSO BE EXTENDED;

DATE: 04/12/2019

Thomas S. Mowle, Public Trustee in and for the County of El Paso, State of Colorado
By: /s/ Thomas S. Mowle, Public Trustee

The name, address, business telephone number and bar registration number of the attorney(s) representing the legal holder of the indebtedness is:

Elizabeth S. Marcus #16092
JANEWAY LAW FIRM, P.C. 9800 S. Meridian Blvd., Suite 400, Englewood, CO 80112 (303) 706-9990
Attorney File # 19-021278
The Attorney above is acting as a debt collector and is attempting to collect a debt. Any information provided may be used for that purpose.
©Public Trustees' Association of Colorado
Revised 1/2015

**COMBINED NOTICE - PUBLICATION
CRS §38-38-103 FORECLOSURE SALE
NO. EPC201900279**

To Whom It May Concern: This Notice is given with regard to the following described Deed of Trust:

On April 17, 2019, the undersigned Public Trustee caused the Notice of Election and Demand relating to the Deed of Trust described below to be recorded in the County of El Paso records.

Original Grantor(s)
Pamela J Mullins
Original Beneficiary(ies)
Mortgage Electronic Registration Systems, Inc., as nominee for the GreenPoint Mortgage Funding, Inc., Its Successors and Assigns
Current Holder of Evidence of Debt
THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2005-J2, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-J2
Date of Deed of Trust
November 29, 2004
County of Recording
El Paso
Recording Date of Deed of Trust
December 06, 2004
Recording Information (Reception No. and/or Book/Page No.)
204199134
Original Principal Amount
\$106,000.00
Outstanding Principal Balance
\$109,231.89

Pursuant to CRS §38-38-101(4)(i), you are hereby notified that the covenants of the deed of trust have been violated as follows: failure to pay principal and interest when due together with all other payments provided for in the evidence of debt secured by the deed of trust and other violations thereof.

THE LIEN FORECLOSED MAY NOT BE A FIRST LIEN.

LOT 29, BLOCK 3, BRADLEY RANCH FILING NO. 1, COUNTY OF EL PASO, STATE OF COLORADO.
Also known by street and number as: **4350 McGrew Circle, Colorado Springs, CO 80911.**

THE PROPERTY DESCRIBED HEREIN IS ALL OF THE PROPERTY CURRENTLY ENCUMBERED BY THE LIEN OF THE DEED OF TRUST.**NOTICE OF SALE**

The current holder of the Evidence of Debt secured by the Deed of Trust, described herein, has filed Notice of Election and Demand for sale as provided by law and in said Deed of Trust.

THEREFORE, Notice Is Hereby Given that I will at public auction, at 10:00 on Wednesday, 08/14/2019, at Robert Russel Building, 105 East Vermijo, Suite 120, Colorado Springs, Colorado, 80903, sell to the highest and best bidder for cash, the said real property and all interest of the said Grantor(s), Grantor(s)' heirs and assigns therein, for the purpose of paying the indebtedness provided in said Evidence of Debt secured by the Deed of Trust, plus attorneys' fees, the expenses of sale and other items allowed by law, and will issue to the purchaser a Certificate of Purchase, all as provided by law.

First Publication 6/19/2019
Last Publication 7/17/2019
Name of Publication El Paso County
Advertiser and News

IF THE SALE DATE IS CONTINUED TO A LATER DATE, THE DEADLINE TO FILE A NOTICE OF INTENT TO CURE BY THOSE PARTIES ENTITLED TO CURE MAY ALSO BE EXTENDED;

DATE: 04/17/2019

Thomas S. Mowle, Public Trustee in and for the County of El Paso, State of Colorado
By: /s/ Thomas S. Mowle, Public Trustee

The name, address, business telephone number and bar registration number of the attorney(s) representing the legal holder of the indebtedness is:

Erin Croke #46557
McCarthy & Holthus, LLP 7700 E. Arapahoe Road, Suite 230, Centennial, CO 80112 (877) 369-6122
Attorney File # CO-19-856780-LL
The Attorney above is acting as a debt collector and is attempting to collect a debt. Any information provided may be used for that purpose.
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Revised 1/2015

**COMBINED NOTICE - PUBLICATION
CRS §38-38-103 FORECLOSURE SALE
NO. EPC201900280**

To Whom It May Concern: This Notice is given with regard to the following described Deed of Trust:

On April 17, 2019, the undersigned Public Trustee caused the Notice of Election and Demand relating to the Deed of Trust described below to be recorded in the County of El Paso records.

Original Grantor(s)
THOMAS EUGENE MEANS, JR.
Original Beneficiary(ies)
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR PEOPLES NATIONAL BANK, ITS SUCCESSORS AND ASSIGNS
Current Holder of Evidence of Debt
COLORADO HOUSING AND FINANCE AUTHORITY
Date of Deed of Trust
July 27, 2017
County of Recording
El Paso
Recording Date of Deed of Trust
July 27, 2017
Recording Information (Reception No. and/or Book/Page No.)
217088933
Original Principal Amount
\$152,192.00
Outstanding Principal Balance
\$148,929.65

Pursuant to CRS §38-38-101(4)(i), you are hereby notified that the covenants of the deed of trust have been violated as follows: failure to pay principal and interest when due together with all other payments provided for in the evidence of debt secured by the deed of trust and other violations thereof.

THE LIEN FORECLOSED MAY NOT BE A FIRST LIEN.

LOT 49 IN BLOCK 1 REFLING OF SECURITY, COLORADO ADDITION NO. 3, COUNTY OF EL PASO, STATE OF COLORADO.
APN #: 65134-08-047
Also known by street and number as: **39 OTOWI DRIVE, COLORADO SPRINGS, CO 80911.**

THE PROPERTY DESCRIBED HEREIN**IS ALL OF THE PROPERTY CURRENTLY ENCUMBERED BY THE LIEN OF THE DEED OF TRUST.****NOTICE OF SALE**

The current holder of the Evidence of Debt secured by the Deed of Trust, described herein, has filed Notice of Election and Demand for sale as provided by law and in said Deed of Trust.

THEREFORE, Notice Is Hereby Given that I will at public auction, at 10:00 on Wednesday, 08/14/2019, at Robert Russel Building, 105 East Vermijo, Suite 120, Colorado Springs, Colorado, 80903, sell to the highest and best bidder for cash, the said real property and all interest of the said Grantor(s), Grantor(s)' heirs and assigns therein, for the purpose of paying the indebtedness provided in said Evidence of Debt secured by the Deed of Trust, plus attorneys' fees, the expenses of sale and other items allowed by law, and will issue to the purchaser a Certificate of Purchase, all as provided by law.

First Publication 6/19/2019
Last Publication 7/17/2019
Name of Publication El Paso County
Advertiser and News

IF THE SALE DATE IS CONTINUED TO A LATER DATE, THE DEADLINE TO FILE A NOTICE OF INTENT TO CURE BY THOSE PARTIES ENTITLED TO CURE MAY ALSO BE EXTENDED;

DATE: 04/17/2019

Thomas S. Mowle, Public Trustee in and for the County of El Paso, State of Colorado
By: /s/ Thomas S. Mowle, Public Trustee

The name, address, business telephone number and bar registration number of the attorney(s) representing the legal holder of the indebtedness is:

Alison L. Berry #34531
JANEWAY LAW FIRM, P.C. 9800 S. Meridian Blvd., Suite 400, Englewood, CO 80112 (303) 706-9990
Attorney File # 19-021325
The Attorney above is acting as a debt collector and is attempting to collect a debt. Any information provided may be used for that purpose.
©Public Trustees' Association of Colorado
Revised 1/2015

**COMBINED NOTICE - PUBLICATION
CRS §38-38-103 FORECLOSURE SALE
NO. EPC201900283**

To Whom It May Concern: This Notice is given with regard to the following described Deed of Trust:

On April 17, 2019, the undersigned Public Trustee caused the Notice of Election and Demand relating to the Deed of Trust described below to be recorded in the County of El Paso records.

Original Grantor(s)
DEAN C. ARELLANO and CHARLA C. ARELLANO
Original Beneficiary(ies)
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR PREMIER MORTGAGE SERVICES, INC., ITS SUCCESSORS AND ASSIGNS
Current Holder of Evidence of Debt
WELLS FARGO BANK, N.A.
Date of Deed of Trust
June 11, 2009
County of Recording
El Paso
Recording Date of Deed of Trust
June 18, 2009
Recording Information (Reception No. and/or Book/Page No.)
209069162
Original Principal Amount
\$132,732.00
Outstanding Principal Balance
\$117,348.48

Pursuant to CRS §38-38-101(4)(i), you are hereby notified that the covenants of the deed of trust have been violated as follows: failure to pay principal and interest when due together with all other payments provided for in the evidence of debt secured by the deed of trust and other violations thereof.

THE LIEN FORECLOSED MAY NOT BE A FIRST LIEN.

LOT 18, IN BLOCK 25, WIDEFIELD HOMES NO. 9, EL PASO COUNTY, COLORADO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK E-2 AT PAGE 36.

PARCEL ID NUMBER: 55129-10-001
Also known by street and number as: **703 DEL BROOK DRIVE, COLORADO SPRINGS, CO 80911.**

THE PROPERTY DESCRIBED HEREIN IS ALL OF THE PROPERTY CURRENTLY ENCUMBERED BY THE LIEN OF THE DEED OF TRUST.**NOTICE OF SALE**

The current holder of the Evidence of Debt secured by the Deed of Trust, described herein, has filed Notice of Election and Demand for sale as provided by law and in said Deed of Trust.

THEREFORE, Notice Is Hereby Given that I will at public auction, at 10:00 on Wednesday, 08/14/2019, at Robert Russel Building, 105 East Vermijo, Suite 120, Colorado Springs, Colorado, 80903, sell to the highest and best bidder for cash, the said real property and all interest of the said Grantor(s), Grantor(s)' heirs and assigns therein, for the purpose of paying the indebtedness provided in said Evidence of Debt secured by the Deed of Trust, plus attorneys' fees, the expenses of sale and other items allowed by law, and will issue to the purchaser a Certificate of Purchase, all as provided by law.

First Publication 6/19/2019
Last Publication 7/17/2019
Name of Publication El Paso County
Advertiser and News

IF THE SALE DATE IS CONTINUED TO A LATER DATE, THE DEADLINE TO FILE A NOTICE OF INTENT TO CURE BY THOSE PARTIES ENTITLED TO CURE MAY ALSO BE EXTENDED;

DATE: 04/17/2019

Thomas S. Mowle, Public Trustee in and for the County of El Paso, State of Colorado
By: /s/ Thomas S. Mowle, Public Trustee

The name, address, business telephone number and bar registration number of the attorney(s) representing the legal holder of the indebtedness is:

Alison L. Berry #34531
JANEWAY LAW FIRM, P.C. 9800 S. Meridian Blvd., Suite 400, Englewood, CO 80112 (303) 706-9990
Attorney File # 19-021386
The Attorney above is acting as a debt collector and is attempting to collect a debt. Any information provided may be used for that purpose.
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Revised 1/2015

NOTICE TO CREDITORS

Estate of Brian D. Holt, Deceased

Case Number 2019PR30659

All persons having claims against the above-named estate are required to present them to the Personal Representative or to District Court of El Paso County, Colorado, on or before November 3, 2019 or the claims may be forever barred.

James Vidmar
Person Giving Notice
c/o Torbet Tuft & McConkie, LLC,
2, N. Cascade, #320
Colorado Springs, CO 80903

Published in the El Paso County Advertiser and News

Publication Dates:
July 3, 2019
July 10, 2019
July 17, 2019

**NOTICE TO CREDITORS BY PUBLICATION PURSUANT TO C.R.S. § 15-12-801
Case No. 2019 PR 30579**

Re: Estate of CHARLOTTE S. DAVIDSON, also known as CHARLOTTE SUE DAVIDSON, Deceased

All persons having claims against the above-named estate are required to present them to the Personal Representative (or to the District Court of El Paso County, Colorado) on or before October 28, 2019 or said claims may be forever barred.

Janet E Glenn, Personal Representative
5462 Apaloosa Drive
Colorado Springs, CO 80917

/s/ Henry B. Eastland
Henry B. Eastland, #3401
Henry B. Eastland, P.C.
Attorney for the Personal Representative
320 E. Costilla Street
Colorado Springs, CO 80903
Telephone: (719) 578-0035

Published in the El Paso County Advertiser and News

Publication Dates:
June 26, 2019
July 3, 2019
July 10, 2019

**NOTICE TO CREDITORS BY PUBLICATION PURSUANT TO C.R.S. § 15-12-801
Case No. 2019 PR 30543**

Re: Estate of ELLEN R. DIXON, also known as ELLEN RUTH DIXON, Deceased

All persons having claims against the above-named estate are required to present them to the Personal Representative (or to the District Court of El Paso County, Colorado) on or before October 28, 2019 or said claims may be forever barred.

Carole A. Dorr, Personal Representative
4935 Old Farm Circle W
Colorado Springs, CO 80917

/s/ Henry B. Eastland
Henry B. Eastland, #3401
Henry B. Eastland, P.C.
Attorney for the Personal Representative
320 E. Costilla Street
Colorado Springs, CO 80903
Telephone: (719) 578-0035

Published in the El Paso County Advertiser and News

Publication Dates:
June 26, 2019
July 3, 2019
July 10, 2019

**COMBINED NOTICE - PUBLICATION
CRS §38-38-103 FORECLOSURE SALE
NO. EPC201900300**

To Whom It May Concern: This Notice is given with regard to the following described Deed of Trust:

On April 24, 2019, the undersigned Public Trustee caused the Notice of Election and Demand relating to the Deed of Trust described below to be recorded in the County of El Paso records.

Original Grantor(s)
MYRON J JONES
Original Beneficiary(ies)
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR CHERRY CREEK MORTGAGE CO., INC.
Current Holder of Evidence of Debt
U.S. BANK NATIONAL ASSOCIATION
Date of Deed of Trust
March 16, 2017
County of Recording
El Paso
Recording Date of Deed of Trust
March 16, 2017
Recording Information (Reception No. and/ or Book/Page No.)
217030454
Original Principal Amount
\$258,770.00
Outstanding Principal Balance
\$251,201.76
Pursuant to CRS §38-38-101(4)(i), you are hereby notified that the covenants of the deed of trust have been violated as follows: failure to pay principal and interest when due together with all other payments provided for in the evidence of debt secured by the deed of trust and other violations thereof.

THE LIEN FORECLOSED MAY NOT BE A FIRST LIEN.

LOT 78, BENT GRASS RESIDENTIAL FILING NO. 1, COUNTY OF EL PASO, STATE OF COLORADO.*

***PURSUANT TO CORRECTIVE AFFIDAVIT RE: SCRIVENER'S ERROR PURSUANT TO C.R.S. §38-35-109(5) RECORDED APRIL 18, 2019 AT RECEPTION #: 219040412 TO CORRECT THE LEGAL DESCRIPTION ON THE DEED OF TRUST.**
Also known by street and number as: 11342 AVENA RD, PEYTON, CO 80831.

THE PROPERTY DESCRIBED HEREIN IS ALL OF THE PROPERTY CURRENTLY ENCUMBERED BY THE LIEN OF THE DEED OF TRUST.

NOTICE OF SALE

The current holder of the Evidence of Debt secured by the Deed of Trust, described herein, has filed Notice of Election and Demand for sale as provided by law and in said Deed of Trust.

THEREFORE, Notice Is Hereby Given that I will at public auction, at 10:00 on Wednesday, 08/21/2019, at Robert Russel Building, 105 East Vermijo, Suite 120, Colorado Springs, Colorado, 80903, sell to the highest and best bidder for cash, the said real property and all interest of the said Grantor(s), Grantor(s)' heirs and assigns therein, for the purpose of paying the indebtedness provided in said Evidence of Debt secured by the Deed of Trust, plus attorneys' fees, the expenses of sale and other items allowed by law, and will issue to the purchaser a Certificate of Purchase, all as provided by law.

First Publication 6/26/2019
Last Publication 7/24/2019
Name of Publication El Paso County Advertiser and News

IF THE SALE DATE IS CONTINUED TO A LATER DATE, THE DEADLINE TO FILE A NOTICE OF INTENT TO CURE BY THOSE PARTIES ENTITLED TO CURE MAY ALSO BE EXTENDED;

DATE: 04/24/2019
Thomas S. Mowle, Public Trustee in and for the County of El Paso, State of Colorado
By: /s/ Thomas S. Mowle, Public Trustee

The name, address, business telephone number and bar registration number of the attorney(s) representing the legal holder of the indebtedness is:

Randall M. Chin #31149
Barrett Frappier & Weisserman, LLP 1199 Bannock Street, Denver, CO 80204 (303) 350-3711
Attorney File # 00000008285470
The Attorney above is acting as a debt collector and is attempting to collect a debt. Any information provided may be used for that purpose.

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Revised 1/2015

**COMBINED NOTICE - PUBLICATION
CRS §38-38-103 FORECLOSURE SALE
NO. EPC201900284**

To Whom It May Concern: This Notice is given with regard to the following described Deed of Trust:

On April 19, 2019, the undersigned Public Trustee caused the Notice of Election and Demand relating to the Deed of Trust described below to be recorded in the County of El Paso records.

Original Grantor(s)
MICHAEL S. SCOTT and ALONZA A. SCOTT
Original Beneficiary(ies)
AMERIQUEST MORTGAGE COMPANY
Current Holder of Evidence of Debt
Deutsche Bank National Trust Company, as Trustee for Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2005-R9
Date of Deed of Trust
September 10, 2005
County of Recording
El Paso
Recording Date of Deed of Trust
September 20, 2005
Recording Information (Reception No. and/ or Book/Page No.)
205147950
Original Principal Amount
\$157,250.00
Outstanding Principal Balance
\$133,516.35
Pursuant to CRS §38-38-101(4)(i), you are hereby notified that the covenants of the deed of trust have been violated as follows: failure to pay principal and interest when due together with all other payments provided for in the evidence of debt secured by the deed of trust and other violations thereof.

THE LIEN FORECLOSED MAY NOT BE A FIRST LIEN.

LOT 1, IN BLOCK 2, IN WILSON'S WIDEFIELD-ADDITION NO. 1, IN EL PASO COUNTY, COLORADO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK I-2 AT PAGE 49.
Also known by street and number as: 241 HARVARD STREET, COLORADO SPRINGS, CO 80911.

THE PROPERTY DESCRIBED HEREIN IS ALL OF THE PROPERTY CURRENTLY

**COMBINED NOTICE - PUBLICATION
CRS §38-38-103 FORECLOSURE SALE
NO. EPC201900290**

To Whom It May Concern: This Notice is given with regard to the following described Deed of Trust:

On April 19, 2019, the undersigned Public Trustee caused the Notice of Election and Demand relating to the Deed of Trust described below to be recorded in the County of El Paso records.

Original Grantor(s)
JOHNNIE R. KUFALK SR. and SHARON L. KUFALK
Original Beneficiary(ies)
Mortgage Electronic Registration Systems Inc., acting solely as nominee for ROCKY MOUNTAIN MORTGAGE SPECIALISTS, INC
Current Holder of Evidence of Debt
LAKEVIEW LOAN SERVICING, LLC
Date of Deed of Trust
May 29, 2008
County of Recording
El Paso
Recording Date of Deed of Trust
May 30, 2008
Recording Information (Reception No. and/ or Book/Page No.)
208061649
Original Principal Amount
\$121,292.00
Outstanding Principal Balance
\$99,985.93
Pursuant to CRS §38-38-101(4)(i), you are hereby notified that the covenants of the deed of trust have been violated as follows: failure to pay principal and interest when due together with all other payments provided for in the evidence of debt secured by the deed of trust and other violations thereof.

IF THE SALE DATE IS CONTINUED TO A LATER DATE, THE DEADLINE TO FILE A NOTICE OF INTENT TO CURE BY THOSE PARTIES ENTITLED TO CURE MAY ALSO BE EXTENDED;

DATE: 04/19/2019
Thomas S. Mowle, Public Trustee in and for the County of El Paso, State of Colorado
By: /s/ Thomas S. Mowle, Public Trustee

The name, address, business telephone number and bar registration number of the attorney(s) representing the legal holder of the indebtedness is:

Karen J. Radakovich #11649
Frascona Joiner Goodman and Greenstein PC 4750 Table Mesa Dr, Boulder, CO 80305-5500 (303) 494-3000
Attorney File # 7225-2910
The Attorney above is acting as a debt collector and is attempting to collect a debt. Any information provided may be used for that purpose.

©Public Trustees' Association of Colorado
Revised 1/2015

ENCUMBERED BY THE LIEN OF THE DEED OF TRUST.

NOTICE OF SALE

The current holder of the Evidence of Debt secured by the Deed of Trust, described herein, has filed Notice of Election and Demand for sale as provided by law and in said Deed of Trust.

THEREFORE, Notice Is Hereby Given that I will at public auction, at 10:00 on Wednesday, 08/21/2019, at Robert Russel Building, 105 East Vermijo, Suite 120, Colorado Springs, Colorado, 80903, sell to the highest and best bidder for cash, the said real property and all interest of the said Grantor(s), Grantor(s)' heirs and assigns therein, for the purpose of paying the indebtedness provided in said Evidence of Debt secured by the Deed of Trust, plus attorneys' fees, the expenses of sale and other items allowed by law, and will issue to the purchaser a Certificate of Purchase, all as provided by law.

First Publication 6/26/2019
Last Publication 7/24/2019
Name of Publication El Paso County Advertiser and News

IF THE SALE DATE IS CONTINUED TO A LATER DATE, THE DEADLINE TO FILE A NOTICE OF INTENT TO CURE BY THOSE PARTIES ENTITLED TO CURE MAY ALSO BE EXTENDED;

DATE: 04/19/2019
Thomas S. Mowle, Public Trustee in and for the County of El Paso, State of Colorado
By: /s/ Thomas S. Mowle, Public Trustee

The name, address, business telephone number and bar registration number of the attorney(s) representing the legal holder of the indebtedness is:

Joseph D. DeGiorgio #45557
Barrett Frappier & Weisserman, LLP 1199 Bannock Street, Denver, CO 80204 (303) 350-3711
Attorney File # 00000008287989
The Attorney above is acting as a debt collector and is attempting to collect a debt. Any information provided may be used for that purpose.
©Public Trustees' Association of Colorado
Revised 1/2015

ENCUMBERED BY THE LIEN OF THE DEED OF TRUST.

NOTICE OF SALE

The current holder of the Evidence of Debt secured by the Deed of Trust, described herein, has filed Notice of Election and Demand for sale as provided by law and in said Deed of Trust.

THEREFORE, Notice Is Hereby Given that I will at public auction, at 10:00 on Wednesday, 08/21/2019, at Robert Russel Building, 105 East Vermijo, Suite 120, Colorado Springs, Colorado, 80903, sell to the highest and best bidder for cash, the said real property and all interest of the said Grantor(s), Grantor(s)' heirs and assigns therein, for the purpose of paying the indebtedness provided in said Evidence of Debt secured by the Deed of Trust, plus attorneys' fees, the expenses of sale and other items allowed by law, and will issue to the purchaser a Certificate of Purchase, all as provided by law.

First Publication 6/26/2019
Last Publication 7/24/2019
Name of Publication El Paso County Advertiser and News

IF THE SALE DATE IS CONTINUED TO A LATER DATE, THE DEADLINE TO FILE A NOTICE OF INTENT TO CURE BY THOSE PARTIES ENTITLED TO CURE MAY ALSO BE EXTENDED;

DATE: 04/19/2019
Thomas S. Mowle, Public Trustee in and for the County of El Paso, State of Colorado
By: /s/ Thomas S. Mowle, Public Trustee

The name, address, business telephone number and bar registration number of the attorney(s) representing the legal holder of the indebtedness is:

Nichole Williams #49611
Barrett Frappier & Weisserman, LLP 1199 Bannock Street, Denver, CO 80204 (303) 350-3711
Attorney File # 00000008167975
The Attorney above is acting as a debt collector and is attempting to collect a debt. Any information provided may be used for that purpose.
©Public Trustees' Association of Colorado
Revised 1/2015

**COMBINED NOTICE - PUBLICATION
CRS §38-38-103 FORECLOSURE SALE
NO. EPC201900291**

To Whom It May Concern: This Notice is given with regard to the following described Deed of Trust:

On April 19, 2019, the undersigned Public Trustee caused the Notice of Election and Demand relating to the Deed of Trust described below to be recorded in the County of El Paso records.

Original Grantor(s)
TIA K ONEAL
Original Beneficiary(ies)
Mortgage Electronic Registration Systems, Inc. as nominee for MORTGAGE SOLUTIONS OF COLORADO, LLC, its successors and assigns
Current Holder of Evidence of Debt
COLORADO HOUSING AND FINANCE AUTHORITY
Date of Deed of Trust
August 20, 2018
County of Recording
El Paso
Recording Date of Deed of Trust
August 21, 2018
Recording Information (Reception No. and/ or Book/Page No.)
218097300
Original Principal Amount
\$215,523.00
Outstanding Principal Balance
\$215,027.48
Pursuant to CRS §38-38-101(4)(i), you are hereby notified that the covenants of the deed of trust have been violated as follows: failure to pay principal and interest when due together with all other payments provided for in the evidence of debt secured by the deed of trust and other violations thereof.

IF THE SALE DATE IS CONTINUED TO A LATER DATE, THE DEADLINE TO FILE A NOTICE OF INTENT TO CURE BY THOSE PARTIES ENTITLED TO CURE MAY ALSO BE EXTENDED;

DATE: 04/19/2019
Thomas S. Mowle, Public Trustee in and for the County of El Paso, State of Colorado
By: /s/ Thomas S. Mowle, Public Trustee

The name, address, business telephone number and bar registration number of the attorney(s) representing the legal holder of the indebtedness is:

Alison L. Berry #34531
JANEWAY LAW FIRM, P.C. 9800 S. Meridian Blvd., Suite 400, Englewood, CO 80112 (303) 706-9990
Attorney File # 19-021347
The Attorney above is acting as a debt collector and is attempting to collect a debt. Any information provided may be used for that purpose.
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Revised 1/2015

**COMBINED NOTICE - PUBLICATION
CRS §38-38-103 FORECLOSURE SALE
NO. EPC201900296**

To Whom It May Concern: This Notice is given with regard to the following described Deed of Trust:

On April 24, 2019, the undersigned Public Trustee caused the Notice of Election and Demand relating to the Deed of Trust described below to be recorded in the County of El Paso records.

Original Grantor(s)
SHAUN A CHAPIN and SARRAH E CLARK CHAPIN
Original Beneficiary(ies)
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR MORTGAGE RESEARCH CENTER, LLC DBA VETERANS UNITED HOME LOANS, ITS SUCCESSORS AND ASSIGNS
Current Holder of Evidence of Debt
WELLS FARGO BANK, N.A.
Date of Deed of Trust
April 29, 2016
County of Recording
El Paso
Recording Date of Deed of Trust
May 02, 2016
Recording Information (Reception No. and/ or Book/Page No.)
216046464
Original Principal Amount
\$314,000.00
Outstanding Principal Balance
\$297,555.11
Pursuant to CRS §38-38-101(4)(i), you are hereby notified that the covenants of the deed of trust have been violated as follows: failure to pay principal and interest when due together with all other payments provided for in the evidence of debt secured by the deed of trust and other violations thereof.

IF THE SALE DATE IS CONTINUED TO A LATER DATE, THE DEADLINE TO FILE A NOTICE OF INTENT TO CURE BY THOSE PARTIES ENTITLED TO CURE MAY ALSO BE EXTENDED;

DATE: 04/24/2019
Thomas S. Mowle, Public Trustee in and for the County of El Paso, State of Colorado
By: /s/ Thomas S. Mowle, Public Trustee

The name, address, business telephone number and bar registration number of the attorney(s) representing the legal holder of the indebtedness is:

Nicholas H. Santarelli #46592
JANEWAY LAW FIRM, P.C. 9800 S. Meridian Blvd., Suite 400, Englewood, CO 80112 (303) 706-9990
Attorney File # 19-021416
The Attorney above is acting as a debt collector and is attempting to collect a debt. Any information provided may be used for that purpose.
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Revised 1/2015

**COMBINED NOTICE - PUBLICATION
CRS §38-38-103 FORECLOSURE SALE
NO. EPC201900287**

To Whom It May Concern: This Notice is given with regard to the following described Deed of Trust:

On April 19, 2019, the undersigned Public Trustee caused the Notice of Election and Demand relating to the Deed of Trust described below to be recorded in the County of El Paso records.

Original Grantor(s)
SEAN N. BOGARDUS
Original Beneficiary(ies)
Mortgage Electronic Registration Systems, Inc., as nominee for CALIBER HOME LOANS, INC.
Current Holder of Evidence of Debt
CALIBER HOME LOANS, INC.
Date of Deed of Trust
April 03, 2017
County of Recording
El Paso
Recording Date of Deed of Trust
April 04, 2017
Recording Information (Reception No. and/ or Book/Page No.)
217038371
Original Principal Amount
\$222,888.00
Outstanding Principal Balance
\$218,751.54
Pursuant to CRS §38-38-101(4)(i), you are hereby notified that the covenants of the deed of trust have been violated as follows: failure to pay principal and interest when due together with all other payments provided for in the evidence of debt secured by the deed of trust and other violations thereof.

THE LIEN FORECLOSED MAY NOT BE A FIRST LIEN.

LOT 3 IN BLOCK 2 IN FOUNTAIN VALLEY RANCH SUBDIVISION FILING NO. 7E, COUNTY OF EL PASO, STATE OF COLORADO.
Also known by street and number as: 920 Stargate Dr, Colorado Springs, CO 80911-3864.

THE PROPERTY DESCRIBED HEREIN IS ALL OF THE PROPERTY CURRENTLY ENCUMBERED BY THE LIEN OF THE

DEED OF TRUST.

NOTICE OF SALE

The current holder of the Evidence of Debt secured by the Deed of Trust, described herein, has filed Notice of Election and Demand for sale as provided by law and in said Deed of Trust.

THEREFORE, Notice Is Hereby Given that I will at public auction, at 10:00 on Wednesday, 08/21/2019, at Robert Russel Building, 105 East Vermijo, Suite 120, Colorado Springs, Colorado, 80903, sell to the highest and best bidder for cash, the said real property and all interest of the said Grantor(s), Grantor(s)' heirs and assigns therein, for the purpose of paying the indebtedness provided in said Evidence of Debt secured by the Deed of Trust, plus attorneys' fees, the expenses of sale and other items allowed by law, and will issue to the purchaser a Certificate of Purchase, all as provided by law.

First Publication 6/26/2019
Last Publication 7/24/2019
Name of Publication El Paso County Advertiser and News

IF THE SALE DATE IS CONTINUED TO A LATER DATE, THE DEADLINE TO FILE A NOTICE OF INTENT TO CURE BY THOSE PARTIES ENTITLED TO CURE MAY ALSO BE EXTENDED;

DATE: 04/19/2019
Thomas S. Mowle, Public Trustee in and for the County of El Paso, State of Colorado
By: /s/ Thomas S. Mowle, Public Trustee

The name, address, business telephone number and bar registration number of the attorney(s) representing the legal holder of the indebtedness is:

Karen J. Radakovich #11649
Frascona Joiner Goodman and Greenstein PC 4750 Table Mesa Dr, Boulder, CO 80305-5500 (303) 494-3000
Attorney File # 7225-2910
The Attorney above is acting as a debt collector and is attempting to collect a debt. Any information provided may be used for that purpose.
©Public Trustees' Association of Colorado
Revised 1/2015

ENCUMBERED BY THE LIEN OF THE DEED OF TRUST.

NOTICE OF SALE

The current holder of the Evidence of Debt secured by the Deed of Trust, described herein, has filed Notice of Election and Demand for sale as provided by law and in said Deed of Trust.

THEREFORE, Notice Is Hereby Given that I will at public auction, at 10:00 on Wednesday, 08/21/2019, at Robert Russel Building, 105 East Vermijo, Suite 120, Colorado Springs, Colorado, 80903, sell to the highest and best bidder for cash, the said real property and all interest of the said Grantor(s), Grantor(s)' heirs and assigns therein, for the purpose of paying the indebtedness provided in said Evidence of Debt secured by the Deed of Trust, plus attorneys' fees, the expenses of sale and other items allowed by law, and will issue to the purchaser a Certificate of Purchase, all as provided by law.

First Publication 6/26/2019
Last Publication 7/24/2019
Name of Publication El Paso County Advertiser and News

IF THE SALE DATE IS CONTINUED TO A LATER DATE, THE DEADLINE TO FILE A NOTICE OF INTENT TO CURE BY THOSE PARTIES ENTITLED TO CURE MAY ALSO BE EXTENDED;

DATE: 04/19/2019
Thomas S. Mowle, Public Trustee in and for the County of El Paso, State of Colorado
By: /s/ Thomas S. Mowle, Public Trustee

The name, address, business telephone number and bar registration number of the attorney(s) representing the legal holder of the indebtedness is:

Nichole Williams #49611
Barrett Frappier & Weisserman, LLP 1199 Bannock Street, Denver, CO 80204 (303) 350-3711
Attorney File # 00000008167975
The Attorney above is acting as a debt collector and is attempting to collect a debt. Any information provided may be used for that purpose.
©Public Trustees' Association of Colorado
Revised 1/2015

ENCUMBERED BY THE LIEN OF THE DEED OF TRUST.

NOTICE OF SALE

The current holder of the Evidence of Debt secured by the Deed of Trust, described herein, has filed Notice of Election and Demand for sale as provided by law and in said Deed of Trust.

THEREFORE, Notice Is Hereby Given that I will at public auction, at 10:00 on Wednesday, 08/21/2019, at Robert Russel Building, 105 East Vermijo, Suite 120, Colorado Springs, Colorado, 80903, sell to the highest and best bidder for cash, the said real property and all interest of the said Grantor(s), Grantor(s)' heirs and assigns therein, for the purpose of paying the indebtedness provided in said Evidence of Debt secured by the Deed of Trust, plus attorneys' fees, the expenses of sale and other items allowed by law, and will issue to the purchaser a Certificate of Purchase, all as provided by law.

First Publication 6/26/2019
Last Publication 7/24/2019
Name of Publication El Paso County Advertiser and News

IF THE SALE DATE IS CONTINUED TO A LATER DATE, THE DEADLINE TO FILE A NOTICE OF INTENT TO CURE BY THOSE PARTIES ENTITLED TO CURE MAY ALSO BE EXTENDED;

DATE: 04/19/2019
Thomas S. Mowle, Public Trustee in and for the County of El Paso, State of Colorado
By: /s/ Thomas S. Mowle, Public Trustee

The name, address, business telephone number and bar registration number of the attorney(s) representing the legal holder of the indebtedness is:

Nichole Williams #49611
Barrett Frappier & Weisserman, LLP 1199 Bannock Street, Denver, CO 80204 (303) 350-3711
Attorney File # 00000008167975
The Attorney above is acting as a debt collector and is attempting to collect a debt. Any information provided may be used for that purpose.
©Public Trustees' Association of Colorado
Revised 1/2015

ENCUMBERED BY THE LIEN OF THE DEED OF TRUST.

NOTICE OF SALE

The current holder of the Evidence of Debt secured by the Deed of Trust, described herein, has filed Notice of Election and Demand for sale as provided by law and in said Deed of Trust.

THEREFORE, Notice Is Hereby Given that I will at public auction, at 10:00 on Wednesday, 08/21/2019, at Robert Russel Building, 105 East Vermijo, Suite 120, Colorado Springs, Colorado, 80903, sell to the highest and best bidder for cash, the said real property and all interest of the said Grantor(s), Grantor(s)' heirs and assigns therein, for the purpose of paying the indebtedness provided in said Evidence of Debt secured by the Deed of Trust, plus attorneys' fees, the expenses of sale and other items allowed by law, and will issue to the purchaser a Certificate of Purchase, all as provided by law.

First Publication 6/26/2019
Last Publication 7/24/2019
Name of Publication El Paso County Advertiser and News

IF THE SALE DATE IS CONTINUED TO A LATER DATE, THE DEADLINE TO FILE A NOTICE OF INTENT TO CURE BY THOSE PARTIES ENTITLED TO CURE MAY ALSO BE EXTENDED;

DATE: 04/19/2019
Thomas S. Mowle, Public Trustee in and for the County of El Paso, State of Colorado
By: /s/ Thomas S. Mowle, Public Trustee

The name, address, business telephone number and bar registration number of the attorney(s) representing the legal holder of the indebtedness is:

Nichole Williams #49611
Barrett Frappier & Weisserman, LLP 1199 Bannock Street, Denver, CO 80204 (303) 350-3711
Attorney File # 00000008167975
The Attorney above is acting as a debt collector and is attempting to collect a debt. Any information provided may be used for that purpose.
©Public Trustees' Association of Colorado
Revised 1/2015

ENCUMBERED BY THE LIEN OF THE DEED OF TRUST.

NOTICE OF SALE

The current holder of the Evidence of Debt secured by the Deed of Trust, described herein, has filed Notice of Election and Demand for sale as provided by law and in said Deed of Trust.

THEREFORE, Notice Is Hereby Given that I will at public auction, at 10:00 on Wednesday, 08/21/2019, at Robert Russel Building, 105 East Vermijo, Suite 120, Colorado Springs, Colorado, 80903, sell to the highest and best bidder for cash, the said real property and all interest of the said Grantor(s), Grantor(s)' heirs and assigns therein, for the purpose of paying the indebtedness provided in said Evidence of Debt secured by the Deed of Trust, plus attorneys' fees, the expenses of sale and other items allowed by law, and will issue to the purchaser a Certificate of Purchase, all as provided by law.

First Publication 6/26/2019
Last Publication 7/24/2019
Name of Publication El Paso County Advertiser and News

IF THE SALE DATE IS CONTINUED TO A LATER DATE, THE DEADLINE TO FILE A NOTICE OF INTENT TO CURE BY THOSE PARTIES ENTITLED TO CURE MAY ALSO BE EXTENDED;

DATE: 04/19/2019
Thomas S. Mowle, Public Trustee in and for the County of El Paso, State of Colorado
By: /s/ Thomas S. Mowle, Public Trustee

The name, address, business telephone number and bar registration number of the attorney(s) representing the legal holder of the indebtedness is:

Nichole Williams #49611
Barrett Frappier & Weisserman, LLP 1199 Bannock Street, Denver, CO 80204 (303) 350-3711
Attorney File # 00000008167975
The Attorney above is acting as a debt collector and is attempting to collect a debt. Any information provided may be used for that purpose.
©Public Trustees' Association of Colorado
Revised 1/2015

THE PROPERTY DESCRIBED HEREIN IS ALL OF THE PROPERTY CURRENTLY ENCUMBERED BY THE LIEN OF THE DEED OF TRUST.

NOTICE OF SALE

The current holder of the Evidence of Debt secured by the Deed of Trust, described herein, has filed Notice of Election and Demand for sale as provided by law and in said Deed of Trust.

THEREFORE, Notice Is Hereby Given that I will at public auction, at 10:00 on Wednesday, 08/21/2019, at Robert

**COMBINED NOTICE - PUBLICATION
CRS §38-38-103 FORECLOSURE SALE
NO. EPC201900240**

To Whom It May Concern: This Notice is given with regard to the following described Deed of Trust:

On April 3, 2019, the undersigned Public Trustee caused the Notice of Election and Demand relating to the Deed of Trust described below to be recorded in the County of El Paso records.

Original Grantor(s)
Brandon Nicholas Sweeney
Original Beneficiary(ies)
Mortgage Electronic Registration Systems, Inc., as nominee for Mortgage Solutions of Colorado, LLC
Current Holder of Evidence of Debt
PennyMac Loan Services, LLC
Date of Deed of Trust
December 27, 2016
County of Recording
El Paso
Recording Date of Deed of Trust
December 28, 2016
Recording Information (Reception No. and/or Book/Page No.)
216150669
January 04, 2017
Re-Recording Information (Reception No. and/or Book/Page No.)
217000944
Re-Recording Date of Deed of Trust
Original Principal Amount
\$250,267.00
Outstanding Principal Balance
\$242,657.11
Pursuant to CRS §38-38-101(4)(i), you are hereby notified that the covenants of the deed of trust have been violated as follows: failure to pay principal and interest when due together with all other payments provided for in the evidence of debt secured by the deed of trust and other violations thereof.

THE LIEN FORECLOSED MAY NOT BE A FIRST LIEN.

LOT 16, PIONEER LANDING AT LORSON RANCH FILING NO. 1, COUNTY OF EL PASO, STATE OF COLORADO. Also known by street and number as: 10394 Silver Stirrup Drive, Colorado Springs, CO 80925.

THE PROPERTY DESCRIBED HEREIN IS ALL OF THE PROPERTY CURRENTLY ENCUMBERED BY THE LIEN OF THE DEED OF TRUST

NOTICE OF SALE

The current holder of the Evidence of Debt secured by the Deed of Trust, described herein, has filed Notice of Election and Demand for sale as provided by law and in said Deed of Trust. THEREFORE, Notice Is Hereby Given that I will at public auction, at 10:00 on Wednesday, 07/31/2019, at Robert Russel Building, 105 East Vermijo, Suite 120, Colorado Springs, Colorado, 80903, sell to the highest and best bidder for cash, the said real property and all interest of the said Grantor(s), Grantor(s)' heirs and assigns therein, for the purpose of paying the indebtedness provided in said Evidence of Debt secured by the Deed of Trust, plus attorneys' fees, the expenses of sale and other items allowed by law, and will issue to the purchaser a Certificate of Purchase, all as provided by law.

First Publication 6/5/2019
Last Publication 7/3/2019
Name of Publication El Paso County Advertiser and News

IF THE SALE DATE IS CONTINUED TO A LATER DATE, THE DEADLINE TO FILE A NOTICE OF INTENT TO CURE BY THOSE PARTIES ENTITLED TO CURE MAY ALSO BE EXTENDED;

DATE: 04/03/2019
Thomas S. Mowle, Public Trustee in and for the County of El Paso, State of Colorado
By: /s/ Thomas S. Mowle, Public Trustee

The name, address, business telephone number and bar registration number of the attorney(s) representing the legal holder of the indebtedness is:
Scott D. Toebben #19011
Randall S. Miller & Associates PC 216 16th Street, Suite 1210, Denver, CO 80202 (720) 259-6710
Attorney File # 19CO00078-1
The Attorney above is acting as a debt collector and is attempting to collect a debt. Any information provided may be used for that purpose.
©Public Trustees' Association of Colorado
Revised 1/2015

District Court, El Paso County, Colorado
270 South Tejon Street,
Colorado Springs, CO 80901

Plaintiff:
PAULINE AYLETT, an individual

v.

Defendants:
ELIZABETH WINSETT, an individual and H. JANE BENNETT, an individual, and OUR MOTHER OF MERCIFUL GRACE UNIVERSAL LIFE CHURCH, INC., a Colorado Nonprofit Corporation

Case Number: 18CV32892

Division: 5

NOTICE OF LEVY

TO THE JUDGMENT DEBTOR(S):

You are hereby notified pursuant to and under the authority of a Order and Judgment of Foreclosure and Will of Special Execution issued by the Court in this Matter, certain real property, owned by you, is being held or taken to pay the claim of the above Plaintiff(s).

The personal property being held or taken is:

LOT 57, PEYTON RANCHES, COUNTY OF EL PASO, STATE OF COLORADO
Also Known as: 14450 Sidesaddle Court, Peyton, Colorado 80831

You have legal rights that may prevent all or part of your money or property from being taken. That part of the money or property that may not be taken is called "exempt property." A partial list of "exempt property" is shown below, along with the law which may make all or part of your money or property exempt. Notwithstanding your right to claim the property as "exempt", no exemption other than the exemptions set forth in Section 13-54-104(3), C.R.S., may be claimed for a Writ which is the result of a judgment taken for arrearages for child support or for child support debt. The purpose of this Notice of Levy is to tell you about these rights.

If the money or property which is being withheld from you includes any "exempt property", you must file within 14days of receiving this Notice of Levy a written claim of exemption with the Clerk of the Court, describing what money or property you think is "exempt property" and the reason that it is exempt.

You must act quickly to protect your rights. Remember, you only have 14days after receiving this Notice of Levy to file your claim of exemption with the Clerk of Court. Your failure to file a claim of exemption with 14days is a waiver of your right to file.

Dated: _____

Clerk of Court/Deputy Clerk

PARTIAL LIST OF EXEMPT PROPERTY (Numbered statutory references are subject to change)

- All or part of your property listed in Sections 13-54-101 and 102, C.R.S., including clothing jewelry, books, burial sites, household goods, food and fuel, farm animals, seed, tools, equipment and implements, military allowances, stock-in-trade, certain items used in your occupation, bicycles, motor vehicles (greater for disabled persons), life insurance, income tax refunds, money received because of loss of property or for personal injury, equipment that you need because of your health, or money received because you were a victim of a crime.
- All or part of your earnings under Section 13-54-104, C.R.S.
- Workers' compensation benefits under Section 8-42-124, C.R.S.
- Unemployment compensation benefits under Section 8-80-103, C.R.S.
- Group life insurance benefits under Section 10-7-205, C.R.S.
- Health insurance benefits under Section 10-16-212, C.R.S.
- Fraternal society benefits under Section 10-14-403, C.R.S.
- Family allowances under Section 15-11-404, C.R.S.
- Teachers' retirement fund benefits under Section 22-64-120, C.R.S.
- Public employees' retirement benefits (PERA) under Sections 24-51-212 and 24-54-111, C.R.S.
- Social security benefits (OASDI, SSI) under 42 U.S.C. §407.
- Railroad employee retirement benefits under 45 U.S.C. §23.
- Public assistance benefits (OAP, AFDC, TANF, AND, AB, LEAP) under Section 26-2-131, C.R.S.
- Policemen's and firemen's pension fund payments under Sections 31-30-117, 31-30-5-208 and 31-31-203, C.R.S.
- Utility and security deposits under Section 13-54-102(1)(r), C.R.S.
- Proceeds of the sale of homestead property under Section 38-41-207, C.R.S.
- Veteran's Administration benefits under 38 U.S.C. §5301.
- Civil service benefits under 5 U.S.C. §8346.
- Mobile homes and trailers under Section 38-41-201.6, C.R.S.
- Certain retirement and pension funds and benefits under Section 13-54-102(2)(s), C.R.S.
- A Court-ordered child support and maintenance obligation or payment under Section 13-54-102(1)(u), C.R.S.
- Public or private disability benefits under Section 13-54-102(1)(v), C.R.S.

REMEMBER THAT THIS IS ONLY A PARTIAL LIST OF "EXEMPT PROPERTY"; you may wish to consult with a lawyer who can advise you of your rights. If you cannot afford one, there are listings of legal assistance and legal aid offices in the yellow pages of the telephone book.

RETURN OF SERVICE

Judgment Debtor's Name _____
Case Number: 18CV32892

I declare under oath that I am 18 years or older and not a party to the action and have served this Notice of Levy in this case on _____ (name of party) in _____ (County) _____ (State) on _____ (date) _____ (time) at the following location:

By (Check one):

By handing it to a person identified to me as _____ (name of judgment debtor).

By leaving it with _____ (Type or write name legibly), who is designated to receive service because of a legal relationship with _____ (name of judgment debtor) as provided for in C.R.C.P. 4(e).

I attempted to serve _____ (name of judgment debtor) on _____ occasions but have not been able to locate him/her/it. Return to the Judgment Creditor is made on _____ (date).

I attempted to leave it with _____ (name of person) who refused service.

Private process server

Sheriff, _____ County Signature of Process Server

Fee \$ _____ Mileage \$ _____ Name (Print or type)

Name (Print or type)

Subscribed and affirmed, or sworn to before me in the County of _____, State of _____, this _____ day of _____, 2019. **Note: Not required for service by a sheriff or deputy.**

My Commission Expires: _____

Notary Public/Clerk

Published in the El Paso County Advertiser and News
Publication Dates: June 26, 2019, July 3, 2019, July 10, 2019

**COMBINED NOTICE - PUBLICATION
CRS §38-38-103 FORECLOSURE SALE
NO. EPC201900309**

To Whom It May Concern: This Notice is given with regard to the following described Deed of Trust:

On April 29, 2019, the undersigned Public Trustee caused the Notice of Election and Demand relating to the Deed of Trust described below to be recorded in the County of El Paso records.

Original Grantor(s)
MANUEL ALEJANDRO GARCIA and YECENIA ARISBET GARCIA
Original Beneficiary(ies)
Mortgage Electronic Registration Systems, Inc. as nominee for CARRINGTON MORTGAGE SERVICES, LLC, its successors and assigns
Current Holder of Evidence of Debt
CARRINGTON MORTGAGE SERVICES, LLC
Date of Deed of Trust
September 15, 2017
County of Recording
El Paso
Recording Date of Deed of Trust
September 19, 2017
Recording Information (Reception No. and/or Book/Page No.)
217112688
Original Principal Amount
\$237,498.00
Outstanding Principal Balance
\$233,351.82
Pursuant to CRS §38-38-101(4)(i), you are hereby notified that the covenants of the deed of trust have been violated as follows: failure to pay principal and interest when due together with all other payments provided for in the evidence of debt secured by the deed of trust and other violations thereof.

THE LIEN FORECLOSED MAY NOT BE A FIRST LIEN.

LOT 52, BLOCK 5, WIDEFIELD COUNTRY CLUB HEIGHTS EAST, COUNTY OF EL PASO, STATE OF COLORADO.
APN #: 55194 15 005
Also known by street and number as: 7050 TAFT CT, COLORADO SPRINGS, CO 80911.

IS ALL OF THE PROPERTY CURRENTLY ENCUMBERED BY THE LIEN OF THE DEED OF TRUST.

NOTICE OF SALE

The current holder of the Evidence of Debt secured by the Deed of Trust, described herein, has filed Notice of Election and Demand for sale as provided by law and in said Deed of Trust.

THEREFORE, Notice Is Hereby Given that I will at public auction, at 10:00 on Wednesday, 08/28/2019, at Robert Russel Building, 105 East Vermijo, Suite 120, Colorado Springs, Colorado, 80903, sell to the highest and best bidder for cash, the said real property and all interest of the said Grantor(s), Grantor(s)' heirs and assigns therein, for the purpose of paying the indebtedness provided in said Evidence of Debt secured by the Deed of Trust, plus attorneys' fees, the expenses of sale and other items allowed by law, and will issue to the purchaser a Certificate of Purchase, all as provided by law.

First Publication 7/3/2019
Last Publication 7/31/2019
Name of Publication El Paso County Advertiser and News

IF THE SALE DATE IS CONTINUED TO A LATER DATE, THE DEADLINE TO FILE A NOTICE OF INTENT TO CURE BY THOSE PARTIES ENTITLED TO CURE MAY ALSO BE EXTENDED;

DATE: 04/29/2019
Thomas S. Mowle, Public Trustee in and for the County of El Paso, State of Colorado
By: /s/ Thomas S. Mowle, Public Trustee

The name, address, business telephone number and bar registration number of the attorney(s) representing the legal holder of the indebtedness is:
Nicholas H. Santarelli #46592
JANEWAY LAW FIRM, P.C. 9800 S. Meridian Blvd., Suite 400, Englewood, CO 80112 (303) 706-9990
Attorney File # 19-021385
The Attorney above is acting as a debt collector and is attempting to collect a debt. Any information provided may be used for that purpose.
©Public Trustees' Association of Colorado
Revised 1/2015

THE PROPERTY DESCRIBED HEREIN

**COMBINED NOTICE - PUBLICATION
CRS §38-38-103 FORECLOSURE SALE
NO. EPC201900306**

To Whom It May Concern: This Notice is given with regard to the following described Deed of Trust:

On April 29, 2019, the undersigned Public Trustee caused the Notice of Election and Demand relating to the Deed of Trust described below to be recorded in the County of El Paso records.

Original Grantor(s)
JOSEPH A ROTA
Original Beneficiary(ies)
Mortgage Electronic Registration Systems, Inc. as nominee for FIRST HORIZON HOME LOANS, A DIVISION OF FIRST TENNESSEE BANK N.A., its successors and assigns
Current Holder of Evidence of Debt
THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR FIRST HORIZON ALTERNATIVE MORTGAGE SECURITIES TRUST 2007-AA3
Date of Deed of Trust
August 14, 2007
County of Recording
El Paso
Recording Date of Deed of Trust
August 16, 2007
Recording Information (Reception No. and/or Book/Page No.)
207107735
Original Principal Amount
\$153,005.00
Outstanding Principal Balance
\$152,532.10

Pursuant to CRS §38-38-101(4)(i), you are hereby notified that the covenants of the deed of trust have been violated as follows: failure to pay principal and interest when due together with all other payments provided for in the evidence of debt secured by the deed of trust and other violations thereof.

THE LIEN FORECLOSED MAY NOT BE A FIRST LIEN.

LOT 11, BLOCK 3, COURTYARDS AT WOODMEN HILLS NORTH FILING NO. 2, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL ID NUMBER: COUNTY: 4306317003
Also known by street and number as: 7548 SOANE GROVE, PEYTON, CO 80831.

**NOTICE TO CREDITORS BY PUBLICATION
Case No. 2019 PR 30617**

Re: Estate of Elvira Garcia, Deceased

All persons having claims against the above-named estate are required to present them to the Personal Representative (or to the District Court of El Paso County, Colorado) on or before November 4, 2019 or said claims may be forever barred.

Diane M. Martinez
728 N. Wahsatch Street
Colorado Springs, CO 80903

/s/ Henry B. Eastland
Henry B. Eastland, #3401
Henry B. Eastland, P.C.
Attorney for the Personal Representative
320 E. Costilla Street
Colorado Springs, CO 80903
Telephone: (719) 578-0035

Published in the El Paso County Advertiser and News
Publication Dates:

July 3, 2019
July 10, 2019
July 17, 2019

**COMBINED NOTICE - PUBLICATION
CRS §38-38-103 FORECLOSURE SALE
NO. EPC201900256**

To Whom It May Concern: This Notice is given with regard to the following described Deed of Trust:

On April 8, 2019, the undersigned Public Trustee caused the Notice of Election and Demand relating to the Deed of Trust described below to be recorded in the County of El Paso records.

Original Grantor(s)
MARK J. RYAN
Original Beneficiary(ies)
Mortgage Electronic Registration Systems Inc., acting solely as nominee for U.S. BANK N.A.
Current Holder of Evidence of Debt
U.S. BANK NATIONAL ASSOCIATION
Date of Deed of Trust
May 03, 2005
County of Recording
El Paso
Recording Date of Deed of Trust
May 06, 2005
Recording Information (Reception No. and/or Book/Page No.)
205065509
Original Principal Amount
\$100,000.00
Outstanding Principal Balance
\$58,474.41
Pursuant to CRS §38-38-101(4)(i), you are hereby notified that the covenants of the deed of trust have been violated as follows: failure to pay principal and interest when due together with all other payments provided for in the evidence of debt secured by the deed of trust and other violations thereof.

THE LIEN FORECLOSED MAY NOT BE A FIRST LIEN.

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 12 SOUTH, RANGE 62 WEST OF THE 6TH PRINCIPAL MERIDIAN COUNTY OF EL PASO, STATE OF COLORADO, EXCEPTING THEREFROM ANY PORTION TAKEN OR USED FOR PUBLIC ROADS. Also known by street and number as: 8750 CALHAN HIGHWAY, CALHAN, CO 80808.

THE PROPERTY DESCRIBED HEREIN IS ALL OF THE PROPERTY CURRENTLY ENCUMBERED BY THE LIEN OF THE DEED OF TRUST.

NOTICE OF SALE

The current holder of the Evidence of Debt secured by the Deed of Trust, described herein, has filed Notice of Election and Demand for sale as provided by law and in said Deed of Trust.

THEREFORE, Notice Is Hereby Given that I will at public auction, at 10:00 on Wednesday, 08/07/2019, at Robert Russel Building, 105 East Vermijo, Suite 120, Colorado Springs, Colorado, 80903, sell to the highest and best bidder for cash, the said real property and all interest of the said Grantor(s), Grantor(s)' heirs and assigns therein, for the purpose of paying the indebtedness provided in said Evidence of Debt secured by the Deed of Trust, plus attorneys' fees, the expenses of sale and other items allowed by law, and will issue to the purchaser a Certificate of Purchase, all as provided by law.

First Publication 6/12/2019
Last Publication 7/10/2019
Name of Publication El Paso County Advertiser and News

IF THE SALE DATE IS CONTINUED TO A LATER DATE, THE DEADLINE TO FILE A NOTICE OF INTENT TO CURE BY THOSE PARTIES ENTITLED TO CURE MAY ALSO BE EXTENDED;

DATE: 04/08/2019
Thomas S. Mowle, Public Trustee in and for the County of El Paso, State of Colorado
By: /s/ Thomas S. Mowle, Public Trustee

The name, address, business telephone number and bar registration number of the attorney(s) representing the legal holder of the indebtedness is:
Nichole Williams #49611
Barrett Frappier & Weisserman, LLP 1199 Bannock Street, Denver, CO 80204 (303) 350-3711
Attorney File # 00000008209751
The Attorney above is acting as a debt collector and is attempting to collect a debt. Any information provided may be used for that purpose.
©Public Trustees' Association of Colorado
Revised 1/2015

ORDINANCE 1733

AN ORDINANCE AMENDING CHAPTER 12.04 (CONSTRUCTION GENERALLY) OF TITLE 12 (STREETS, SIDEWALKS AND PUBLIC PLACES) OF THE FOUNTAIN MUNICIPAL CODE BY ADDING A NEW SECTION I OF SECTION 12.04.020 AND ADOPTING BY REFERENCE THE EL PASO COUNTY ENGINEERING CRITERIA MANUAL AND THOSE DOCUMENTS INCORPORATED BY REFERENCE

Summary of Ordinance:

The City of Fountain and El Paso County are both governed by the Statewide Municipal Separate Storm Sewer System (MS4) General Permit (COR09000); and because the City of Fountain is entirely within El Paso County, the City desires to maintain consistency throughout the region by adopting the El Paso County Engineering Criteria Manual

Section 1. Section 12.04.020 of the Fountain Municipal Code is hereby amended by adding subsection

I. "El Paso County Engineering Criteria Manual", El Paso County, Colorado, 200 South Cascade Avenue, Colorado Springs, Colorado 80903, inclusive of those documents incorporated by reference.

CERTIFICATION

The above-entitled ordinance was read and passed on first reading at a regular meeting of the City Council of the City of Fountain, Colorado, held on the 11th day of June, 2019. The ordinance is available for public inspection and acquisition at the office of the City Clerk, 116 South Main Street, Fountain, Colorado 80817.

/s/Silvia Huffman
City Clerk

/s/Gabriel P. Ortega
Mayor

Publication Date: July 3, 2019

COMBINED NOTICE - PUBLICATION
CRS §38-38-103 FORECLOSURE SALE
NO. EPC201900313

To Whom It May Concern: This Notice is given with regard to the following described Deed of Trust:

On May 1, 2019, the undersigned Public Trustee caused the Notice of Election and Demand relating to the Deed of Trust described below to be recorded in the County of El Paso records.

Original Grantor(s) Traven G. Friend and Hallie J.A. Friend Original Beneficiary(ies) Mortgage Electronic Registration Systems, Inc., as nominee for Mortgage Solutions of Colorado, LLC Current Holder of Evidence of Debt Mortgage Solutions of Colorado, LLC Date of Deed of Trust July 17, 2018 County of Recording El Paso Recording Date of Deed of Trust July 17, 2018 Recording Information (Reception No. and/or Book/Page No.) 218082077 Original Principal Amount \$263,547.00 Outstanding Principal Balance \$262,995.36 Pursuant to CRS §38-38-101(4)(i), you are hereby notified that the covenants of the deed of trust have been violated as follows: failure to pay principal and interest when due together with all other payments provided for in the evidence of debt secured by the deed of trust and other violations thereof.

THE LIEN FORECLOSED MAY NOT BE A FIRST LIEN.

LOT 38, BLOCK 1, THE GLEN AT WIDEFIELD SUBDIVISION FILING NO. 2, COUNTY OF EL PASO, STATE OF COLORADO. Also known by street and number as: 7428 Coral Ridge Drive, Colorado Springs, CO 80925.

THE PROPERTY DESCRIBED HEREIN IS ALL OF THE PROPERTY CURRENTLY ENCUMBERED BY THE LIEN OF THE

DEED OF TRUST.

NOTICE OF SALE

The current holder of the Evidence of Debt secured by the Deed of Trust, described herein, has filed Notice of Election and Demand for sale as provided by law and in said Deed of Trust.

THEREFORE, Notice Is Hereby Given that I will at public auction, at 10:00 on Wednesday, 08/28/2019, at Robert Russel Building, 105 East Vermijo, Suite 120, Colorado Springs, Colorado, 80903, sell to the highest and best bidder for cash, the said real property and all interest of the said Grantor(s), Grantor(s)' heirs and assigns therein, for the purpose of paying the indebtedness provided in said Evidence of Debt secured by the Deed of Trust, plus attorneys' fees, the expenses of sale and other items allowed by law, and will issue to the purchaser a Certificate of Purchase, all as provided by law.

First Publication 7/3/2019 Last Publication 7/31/2019 Name of Publication El Paso County Advertiser and News

IF THE SALE DATE IS CONTINUED TO A LATER DATE, THE DEADLINE TO FILE A NOTICE OF INTENT TO CURE BY THOSE PARTIES ENTITLED TO CURE MAY ALSO BE EXTENDED;

DATE: 05/01/2019 Thomas S. Mowle, Public Trustee in and for the County of El Paso, State of Colorado By: /s/ Thomas S. Mowle, Public Trustee

The name, address, business telephone number and bar registration number of the attorney(s) representing the legal holder of the indebtedness is: Deanne R. Stodden #33214 Messner Reeves LLP 1430 Wynkoop Street, Suite 300, Denver, CO 80202 (303) 623-1800 Attorney File # 8014.0095 The Attorney above is acting as a debt collector and is attempting to collect a debt. Any information provided may be used for that purpose. ©Public Trustees' Association of Colorado Revised 1/2015

NOTICE OF PUBLIC HEARING
MAP AMENDMENT (REZONE)
ROLLING RIDGE ESTATES RESIDENTIAL

NOTICE IS HEREBY GIVEN that on July 23, 2019, at 9:00 A.M. in the Centennial Hall Auditorium 200 S. Cascade Avenue, Colorado Springs, Colorado, or at such other time and place as this hearing may be adjourned to, a public hearing will be held by the Board of County Commissioners of the County of El Paso, State of Colorado, Such text may be examined at the public office of the Planning and Community Development Department, 2880 International Circle, Colorado Springs, Colorado, 80910; and/or the Board of County Commissioners Office, Centennial Hall 200 S. Cascade, Colorado Springs, Colorado, 80903 and on line at the following web address: https://epcdevplanreview.com

A request by TC&C, LLC, for approval of a map amendment (rezoning) of 48.84 acres from RR-5 (Residential Rural) to RR-2.5 (Residential Rural). The property is located at the southwest corner of the Highway 83 and Hodgen Road intersection. The subject property is located within the boundary of the Tri-Lakes Comprehensive Plan (2000). (Parcel Nos. 61270-00-064 and 61270-00-065) (Commissioner District No. 1) (P-18-001)

LEGAL DESCRIPTION - PARCEL "A"
ROLLIN RIDGE ESTATES

That portion of the North Half of the North Half of Section 27, Township 11 South, Range 66 West of the 6th P.M., El Paso County, Colorado described as follows:

Basis of bearings is the north line of said Section 27, monumented at its west end with a 3 1/2 inch aluminum cap stamped with PLS 17496 and at its east end with an illegible 3 inch brass cap. Said line bears S 88 degrees 54 minutes 14 seconds E, 5264.06 feet.

Commencing at the northwest corner of said Section 27;

- 1. thence S 88 degrees 54 minutes 14 seconds E, along the north line of said Section, 1974.02 feet to the northwest corner of the East Half of the Northeast Quarter of the Northwest Quarter of said Section 27;
2. thence S 0 degrees 06 minutes 49 seconds E, along the west line of said East Half, 1312.77 feet to the south line of said North Half of the North Half, said line being coincident with the north line of Rollin Ridge Rancheros;
3. thence S 89 degrees 30 minutes 26 seconds E, along said south line, 443.60 feet to the point of beginning of the parcel to be described;
4. thence N 0 degrees 00 minutes 00 seconds W, 585.28 feet;
5. thence S 90 degrees 00 minutes 00 seconds E, 454.78 feet;
6. thence S 0 degrees 00 minutes 00 seconds E, 247.11 feet;
7. thence N 90 degrees 00 minutes 00 seconds W, 127.15 feet;
8. thence S 0 degrees 00 minutes 00 seconds W, 340.99 feet to said south line;
9. thence N 89 degrees 30 minutes 26 seconds W, along said south line, 327.64 feet to the point of beginning.

LEGAL DESCRIPTION - PARCEL "B"
ROLLIN RIDGE ESTATES

That portion of the North Half of the North Half of Section 27, Township 11 South, Range 66 West of the 6th P.M., El Paso County Colorado described as follows:

Basis of bearings is the north line of said Section 27, monumented at its west end with a 3 1/2 inch aluminum cap stamped with PLS 17496 and at its east end with an illegible 3 inch brass cap. Said line bears S 88 degrees 54 minutes 14 seconds E, 5264.06 feet.

Commencing at the northwest corner of said Section 27;

- 1. thence S 88 degrees 54 minutes 14 seconds E, along the north line of said Section, 1974.02 feet to the northwest corner of the East Half of the Northeast Quarter of the Northwest Quarter of said Section 27;
2. thence S 0 degrees 06 minutes 40 seconds E, along the west line of said East Half, 50.04 feet to the southwest corner of a parcel described at Reception number 206076668, said point also being the point of beginning of the parcel to be described;
3. thence S 0 degrees 06 minutes 40 seconds E, continuing along the west line of said East Half, 1262.73 feet to the south line of said North Half of the North Half, said line being coincident with the north line of Rollin Ridge Rancheros;
4. thence S 89 degrees 30 minutes 26 seconds E, along said south line, 443.60 feet;
5. thence N 0 degrees 00 minutes 00 seconds W, 585.28 feet;
6. thence N 90 degrees 00 minutes 00 seconds E, 454.78 feet;
7. thence S 0 degrees 00 minutes 00 seconds E, 247.11 feet;
8. thence N 90 degrees 00 minutes 00 seconds W, 127.15 feet;
9. thence S 0 degrees 00 minutes 00 seconds E, 340.99 feet to said south line;
10. thence S 89 degrees 30 minutes 26 seconds E, along said south line, 1212.80 feet to a 1/2 inch inside diameter iron pipe at the southeast corner of the Northwest Quarter of the Northeast Quarter of said Section 27, also being the westerly right of way line of State Highway No. 83;
11. thence N 0 degrees 34 minutes 12 seconds W, along said right of way line, 393.03 feet to the most southerly corner of a parcel described in Book 2035 at Page 536;
12. thence N 2 degrees 29 minutes 28 seconds W, along the west line of said parcel. 870.43 feet to the south line of the north 30 feet of said Section 27;
13. thence N 88 degrees 54 minutes 17 seconds W, along the south line 856.46 feet to the northeast corner of a parcel described at Reception number 206076666;
14. thence S 1 degree 05 minutes 43 seconds W, along the east line of said parcel, 20.00 feet to the southeast corner thereof;
15. thence N 88 degrees 54 minutes 17 seconds W, along the south line of said parcel, 430.09 feet to the west line of said Northwest Quarter of the Northeast Quarter and the southeast corner of said parcel described at Reception number 206076668;
16. thence N 88 degrees 54 minutes 17 seconds W, along the south line of said parcel, 658.10 feet to the point of beginning.

Dated at Colorado Springs, Colorado, this 23rd day of July, 2019.

THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO

BY /s/ Chair

El Paso County Parcel Information form and map showing site location at the intersection of Highway 83 and Hodgen Road. Includes parcel details for 612700054 and 612700065, and a map with 'SITE' labels.

NOTICE OF PUBLIC HEARING
MAP AMENDMENT (REZONE)
ROLLING RIDGE ESTATES COMMERCIAL PUD

NOTICE IS HEREBY GIVEN that on July 23, 2019, at 9:00 A.M. in the Centennial Hall Auditorium 200 S. Cascade Avenue, Colorado Springs, Colorado, or at such other time and place as this hearing may be adjourned to, a public hearing will be held by the Board of County Commissioners of the County of El Paso, State of Colorado, Such text may be examined at the public office of the Planning and Community Development Department, 2880 International Circle, Colorado Springs, Colorado, 80910; and/or the Board of County Commissioners Office, Centennial Hall 200 S. Cascade, Colorado Springs, Colorado, 80903 and on line at the following web address: https://epcdevplanreview.com

A request by TC&C, LLC, for approval of a map amendment (rezoning) of 8.17 acres from RR-5 (Residential Rural) to PUD (Planned Unit Development). The property is located at the southwest corner of the Hodgen Road and Highway 83 intersection. The subject property is located within the boundary of the Tri-Lakes Comprehensive Plan (2000). (Parcel Nos. 61270-00-064 and 61270-00-065) (Commissioner District No. 1) (PUD-18-003)

LEGAL DESCRIPTION - COMMERCIAL TRACT:

A TRACT OF LAND BEING A PORTION OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 216022946 OF SAID COUNTY RECORDS, LOCATED IN THE NORTH ONE-HALF OF THE NORTH ONE-HALF (N1/2 N1/2) OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THAT TRACT AS DESCRIBED IN DEED RECORDED UNDER SAID RECEPTION NO. 216022946, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 200156068 OF SAID COUNTY RECORDS, AS MONUMENTED BY A 5/8" REBAR (NO CAP), FROM WHICH THE NORTHWEST CORNER OF THAT TRACT AS DESCRIBED IN DEED RECORDED UNDER SAID RECEPTION NO. 216022946, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THAT RIGHT-OF-WAY PARCEL AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 206076668 OF SAID COUNTY RECORDS, AS MONUMENTED BY A 5/8" REBAR WITH ORANGE CAP STAMPED "PLS 32439" BEARS N00°06'39"W, A DISTANCE OF 1262.77 FEET AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE N00°06'39"W ALONG THAT LINE COMMON TO THOSE TRACTS AS DESCRIBED IN DEEDS RECORDED UNDER SAID RECEPTION NO. 216022946 AND SAID RECEPTION NO. 200156068, A DISTANCE OF 1262.77 FEET TO THE NORTHWEST CORNER OF THAT TRACT AS DESCRIBED IN DEED RECORDED UNDER SAID RECEPTION NO. 216022946, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THAT RIGHT-OF-WAY PARCEL AS DESCRIBED IN DEED RECORDED UNDER SAID RECEPTION NO. 206076668; THENCE S88°54'09"E ALONG THAT LINE COMMON TO THAT TRACT AS DESCRIBED IN DEED RECORDED UNDER SAID RECEPTION NO. 216022946 AND SAID RIGHT-OF-WAY PARCEL AND ALONG THE SOUTH LINE OF THAT RIGHT-OF-WAY PARCEL AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 206076666 OF SAID COUNTY RECORDS, A DISTANCE OF 1088.19 FEET TO THE SOUTHEAST CORNER OF THAT RIGHT-OF-WAY PARCEL AS DESCRIBED IN DEED RECORDED UNDER SAID RECEPTION NO. 206076666 AND THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE N01°38'38"E ALONG THE EASTERLY LINE OF THAT RIGHT-OF-WAY PARCEL AS DESCRIBED IN DEED RECORDED UNDER SAID RECEPTION NO. 206076666, A DISTANCE OF 20.08 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO BEING AN ANGLE POINT ON THE NORTHERLY LINE OF THAT TRACT AS DESCRIBED UNDER SAID RECEPTION NO. 216022946 AND A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HODGEN ROAD;

THENCE S88°53'52"E ALONG THAT LINE COMMON TO SAID TRACT AND SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 856.44 FEET TO THE NORTHEAST CORNER OF SAID TRACT, SAID POINT ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE HWY 83;

THENCE S02°28'37"E ALONG THAT LINE COMMON TO SAID TRACT AND SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 339.85 FEET;

THENCE N88°54'09"W, A DISTANCE OF 371.55 FEET;

THENCE S43°51'14"W, A DISTANCE OF 329.43 FEET;

THENCE ALONG THE ARC OF A 325.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 20°05'04", AN ARC LENGTH OF 113.93 FEET (THE LONG CHORD OF WHICH BEARS N51°57'12"W, A LONG CHORD DISTANCE OF 113.34 FEET) TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A 350.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 63°05'35", AN ARC LENGTH OF 385.41 FEET (THE LONG CHORD OF WHICH BEARS N30°26'57"W, A LONG CHORD DISTANCE OF 366.23 FEET) TO A POINT OF TANGENCY;

THENCE N00°57'29"E, A DISTANCE OF 180.82 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 8.17 ACRES OF LAND, MORE OR LESS.

Dated at Colorado Springs, Colorado, this 23rd day of July, 2019.

THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO

BY /s/ Chair

El Paso County Parcel Information form and map showing site location at the intersection of Highway 83 and Hodgen Road. Includes parcel details for 612700054 and 612700065, and a map with 'SITE' labels.

Published in the El Paso County Advertiser and News
Publication Date: July 3, 2019

COMBINED NOTICE - PUBLICATION
CRS §38-38-103 FORECLOSURE SALE
NO. EPC201900317

To Whom It May Concern: This Notice is given with regard to the following described Deed of Trust:

On May 1, 2019, the undersigned Public Trustee caused the Notice of Election and Demand relating to the Deed of Trust described below to be recorded in the County of El Paso records.

Original Grantor(s) Richard E. Hearn Original Beneficiary(ies) Mortgage Electronic Registration Systems, Inc., as nominee for Village Capital & Investment, LLC Current Holder of Evidence of Debt Village Capital & Investment, LLC Date of Deed of Trust August 03, 2016 County of Recording El Paso Recording Date of Deed of Trust August 25, 2016 Recording Information (Reception No. and/or Book/Page No.) 216096640 Original Principal Amount \$187,648.00 Outstanding Principal Balance \$179,991.86 Pursuant to CRS §38-38-101(4)(i), you are hereby notified that the covenants of the deed of trust have been violated as follows: failure to pay principal and interest when due together with all other payments provided for in the evidence of debt secured by the deed of trust and other violations thereof.

THE LIEN FORECLOSED MAY NOT BE A FIRST LIEN.

LOT 3, FOXHILL SUBDIVISION FILING NO. 2, IN THE CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO. Also known by street and number as: 3330 Monica Drive West, Colorado Springs, CO 80916.

THE PROPERTY DESCRIBED HEREIN IS ALL OF THE PROPERTY CURRENTLY ENCUMBERED BY THE LIEN OF THE DEED OF TRUST.

NOTICE OF SALE

The current holder of the Evidence of Debt secured by the Deed of Trust, described herein, has filed Notice of Election and Demand for sale as provided by law and in said Deed of Trust.

THEREFORE, Notice Is Hereby Given that I will at public auction, at 10:00 on Wednesday, 08/28/2019, at Robert Russel Building, 105 East Vermijo, Suite 120, Colorado Springs, Colorado, 80903, sell to the highest and best bidder for cash, the said real property and all interest of the said Grantor(s), Grantor(s)' heirs and assigns therein, for the purpose of paying the indebtedness provided in said Evidence of Debt secured by the Deed of Trust, plus attorneys' fees, the expenses of sale and other items allowed by law, and will issue to the purchaser a Certificate of Purchase, all as provided by law.

First Publication 7/3/2019 Last Publication 7/31/2019 Name of Publication El Paso County Advertiser and News

IF THE SALE DATE IS CONTINUED TO A LATER DATE, THE DEADLINE TO FILE A NOTICE OF INTENT TO CURE BY THOSE PARTIES ENTITLED TO CURE MAY ALSO BE EXTENDED;

DATE: 05/01/2019 Thomas S. Mowle, Public Trustee in and for the County of El Paso, State of Colorado By: /s/ Thomas S. Mowle, Public Trustee

The name, address, business telephone number and bar registration number of the attorney(s) representing the legal holder of the indebtedness is: Deanne R. Stodden #33214 Messner Reeves LLP 1430 Wynkoop Street, Suite 300, Denver, CO 80202 (303) 623-1800 Attorney File # 7729.0202 The Attorney above is acting as a debt collector and is attempting to collect a debt. Any information provided may be used for that purpose. ©Public Trustees' Association of Colorado Revised 1/2015

NOTICE OF FINAL PAYMENT

CON No.: 18-095

RIVERSIDE MOBILE HOME PARK DEMOLITION PROJECT

Notice is hereby given that Final Payment for the work contracted by: Colorado Hazard Control, LLC for the Riverside Mobile Home Park Demolition Project for the El Paso County Department of Public Works / Engineering Division will be made on or after the 22nd day of July, 2019.

Any person, association, company or corporation who has unpaid claims against the above contractor for or on account of the furnishing of labor, supplies used or consumed by such contractor or any of its subcontractors, in or about the performance of said work, may file a claim against said contractor at any time up to and including said time of such final settlement on said date stated above.

A verified statement of amount due and unpaid on account of such claim must be filed with the Clerk to the Board of County Commissioners located at 1675 W. Garden of the Gods Rd., Colorado Springs CO 80907 and a copy sent to the CONTRACTS & PROCUREMENT DIVISION at the following address:

EL PASO COUNTY
CONTRACTS & PROCUREMENT DIVISION
15 E VERMIJO AVE
COLORADO SPRINGS CO 80903

BY: /s/ EILEEN GONZALES, CPPO, CPPB, MANAGER, CONTRACTS & PROCUREMENT DIVISION

PUBLICATION DATES:
El Paso County Advertiser and News/Fountain Valley News:

DATE: July 3, 2019
July 10, 2019

Published in the El Paso County Advertiser and News
Publication Date: July 3, 2019

NOTICE OF PUBLIC HEARING
SPECIAL DISTRICT SERVICE PLAN
GARDENS AT NORTH CAREFREE METROPOLITAN DISTRICT

NOTICE IS HEREBY GIVEN that on July 23, 2019, at 9:00 A.M. in the Centennial Hall Auditorium 200 S. Cascade Avenue, Colorado Springs, Colorado, or at such other time and place as this hearing may be adjourned to, a public hearing will be held by the Board of County Commissioners of the County of El Paso, State of Colorado, Such text may be examined at the public office of the Planning and Community Development Department, 2880 International Circle, Colorado Springs, Colorado, 80910; and/or the Board of County Commissioners Office, Centennial Hall 200 S. Cascade, Colorado Springs, Colorado, 80903 and on line at the following web address https://epcdevplanreview.com/Public/ProjectDetails/142692

A request by Mule Deer Investments, LLC, for approval of a Colorado Revised Statutes Title 32 Special District service plan for the Gardens at North Carefree Metropolitan District. The proposed 11.56 acre district service area is located at the southeast corner of the intersection of North Carefree Circle and Akers Drive and is within Section 29, Township 13 South, Range 65 West of the 6th P.M. The purposes of the district include the provision of the following services to property within the proposed service area boundaries: 1) design, construction, financing, maintenance, and ownership of water and wastewater lines; 2) street improvements and safety protection; 3) design, construction, financing, and maintenance of drainage facilities; 4) design, acquisition, construction, and maintenance of recreation facilities; 5) mosquito control; and 6) covenant enforcement. The single district service plan proposes the following: a maximum debt authorization of \$5 million, a contractual mill levy of 30 mills with a maximum of 40 mills, and an operations and maintenance mill levy of 10 mills. The proposed District is not included within the boundaries of a small area master plan. (Parcel Nos. 53294-00-012 and 53294-11-002) (Commissioner District No. 2) (id-19-001) (Nina Ruiz)

BEING LOT 2, MULE DEER BUSINESS PARK FILING NO.1 AND A TRACT OF LAND LOCATED IN THE EAST 1/2 OF SECTION 29, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF AKERS DRIVE (80 FEET WIDE) AS PLATTED IN MULE DEER BUSINESS PARK FILING NO.1, RECORDED WITH RECEPTION NO. 206712353 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY OF NORTH CAREFREE CIRCLE (120 FEET WIDE) AS PLATTED IN PRONGHORN MEADOWS FILING NO.1, RECORDED WITH RECEPTION NO. 202165571 OF SAID RECORDS;

THE FOLLOWING FIVE (5) COURSES ARE ON THE EASTERLY RIGHT-OF-WAY OF SAID AKERS DRIVE;

1) THENCE S00°41'40"E A DISTANCE OF 552.98 FEET TO A POINT OF CURVE TO THE LEFT;

2) THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 960.00 FEET, A DELTA ANGLE OF 04°35'19", AN ARC LENGTH OF 76.88 FEET, WHOSE LONG CHORD BEARS S02°59'19"E A DISTANCE OF 76.86 FEET;

3) THENCE S05°16'59"E A DISTANCE OF 277.56 FEET TO THE NORTHWEST CORNER OF LOT 2, OF SAID MULE DEER BUSINESS PARK FILING NO.1;

4) THENCE S05°16'59"E ON THE WESTERLY LINE OF SAID LOT 2, A DISTANCE OF 142.31 FEET TO A POINT OF CURVE TO THE RIGHT;

5) THENCE ON THE ARC OF SAID CURVE AND SAID WESTERLY LINE OF LOT 2, HAVING A RADIUS OF 1040.00 FEET, A DELTA ANGLE OF 03°59'26", AN ARC LENGTH OF 72.43 FEET, WHOSE LONG CHORD BEARS S03°17'16"E A DISTANCE OF 72.42 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2;

THENCE N88°42'27"E ON THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 413.10 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2;

THENCE N00°02'55"E ON THE EAST LINE OF SAID LOT 2, A DISTANCE OF 209.74 FEET TO THE NORTHEAST CORNER OF SAID LOT 2;

THENCE N00°02'55"E A DISTANCE OF 906.69 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF SAID NORTH CAREFREE CIRCLE;

THENCE S89°18'20"W ON SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 467.50 FEET TO THE POINT OF BEGINNING.

THE ABOVE TRACT OF LAND CONTAINS 503,669 SQUARE FEET OR 11.563 ACRES, MORE OR LESS.

Dated at Colorado Springs, Colorado, this 23rd day of July, 2019.

THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO

BY /s/ Chair

Table with 2 columns: Parcel Information (Parcel No, Name, Address, City, State, Zip) and File Name, Zone Map No, Date.



Published in the El Paso County Advertiser and News
Publication Date: July 3, 2019

NOTICE OF PUBLIC HEARING
SPECIAL DISTRICT SERVICE PLAN
SADDELEHORN METROPOLITAN DISTRICTS NOS. 1, 2, AND 3

NOTICE IS HEREBY GIVEN that on July 23, 2019, at 9:00 A.M. in the Centennial Hall Auditorium 200 S. Cascade Avenue, Colorado Springs, Colorado, or at such other time and place as this hearing may be adjourned to, a public hearing will be held by the Board of County Commissioners of the County of El Paso, State of Colorado, Such text may be examined at the public office of the Planning and Community Development Department, 2880 International Circle, Colorado Springs, Colorado, 80910; and/or the Board of County Commissioners Office, Centennial Hall 200 S. Cascade, Colorado Springs, Colorado, 80903 and on line at the following web address https://epcdevplanreview.com/Public/ProjectDetails/142692

A request by roi Property Group, LLC, for approval of a Colorado Revised Statutes Title 32 Special District service plan for the Saddlehorn Metropolitan Districts Nos. 1, 2, and 3. The proposed Districts are located at the southeast corner of the Judge Orr Road and Curtis Road intersection and within Sections 3, 10, Township 13 South, Range 64 West of the 6th P.M. The applicant is proposing the following: a maximum debt authorization of \$45 million, a debt mill levy of 50 mills with a maximum of 65 mills and an operations and maintenance mill levy of 10 mills. The statutory purposes of the proposed Districts include: 1) street improvements and safety protection; 2) design, construction, financing, and maintenance of drainage facilities; 3) design, acquisition, construction, and maintenance of recreation facilities; 4) mosquito control; and 5) covenant enforcement, and 6) design, construction, financing, and maintenance of public water and sanitation systems. Properties within the boundaries of the proposed Districts are included within the Falcon/Peyton Small Area Master Plan (2006). (Parcel Nos. 43000-00-561, 43000-00-562, 43000-00-554, 43000-00-556, 43000-00-555, 43000-00-557, 43000-00-543, 43000-00-541) (Commissioner District No. 2) (Nina Ruiz)

LEGAL DESCRIPTION OF DISTRICT BOUNDARIES - DISTRICT NO. 1

A parcel of land located in Section 3, Township 13 South, Range 64 West of the 6th P.M., El Paso County, Colorado, being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 3; thence along the North line of said Section 3, N89°59'23"W, (Basis of bearings is the North line of Section 3, Township 13 South, Range 64 West of the 6th Principal Meridian, monumented at the West end by a No. 6 Rebar with a 3-1/4" aluminum cap, properly marked, in a monument box, "PLS 17496" and at the East end by a No. 6 rebar with a 3-1/2" aluminum cap, properly marked, in a monument box, "PLS 17496", having a measured bearing and distance of S89°59'23"E, 5275.26'. Bearings are relative to Colorado State Plane Central Zone (0502)), a distance of 764.87 feet; thence leaving the North line of said Section 3 at a right angle, S00°00'37"W, a distance of 2,458.76 feet, to the POINT OF BEGINNING; thence S89°59'52"E, a distance of 337.40 feet; thence S00°10'38"E, a distance of 332.74 feet; thence S89°59'32"W, a distance of 334.22 feet; thence N00°43'26"W, a distance of 332.82 feet, to the POINT OF BEGINNING. Containing 111,746 S.F. or 2.565 acres, more or less.

LEGAL DESCRIPTION OF DISTRICT BOUNDARIES - DISTRICT NO. 2

A parcel of land located in Section 3 and Section 10, Township 13 South, Range 64 West of the 6th P.M., El Paso County, Colorado, being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 3; thence along the West line of said Section 3, S00°32'28"E, (Basis of bearings is the North line of Section 3, Township 13 South, Range 64 West of the 6th Principal Meridian, monumented at the West end by a No. 6 Rebar with a 3-1/4" aluminum cap, properly marked, in a monument box, "PLS 17496" and at the East end by a No. 6 rebar with a 3-1/2" aluminum cap, properly marked, in a monument box, "PLS 17496", having a measured bearing and distance of S89°59'23"E, 5275.26'. Bearings are relative to Colorado State Plane Central Zone (0502)), a distance of 2,719.92 feet; thence leaving the West line of said Section 3 at a right angle, S89°27'32"W, a distance of 30.00 feet to a point on East right-of-way line of Curtis Road, and the POINT OF BEGINNING; thence N89°54'33"E, a distance of 411.76 feet; thence S89°27'49"E, a distance of 58.11 feet; thence N89°54'03"E, a distance of 305.40 feet; thence along the arc of a non-tangent curve to the right, whose center bears S00°00'00"E, having a radius of 779.79 feet, a central angle of 18°45'16", a distance of 255.25 feet; thence S71°14'52"E, a distance of 260.85 feet; thence along the arc of a non-tangent curve to the right, whose center bears S19°04'00"W, having a radius of 2,919.37 feet, a central angle of 12°29'08", a distance of 636.17 feet; thence S58°08'00"E, a distance of 223.80 feet; thence S58°08'00"E, a distance of 60.04 feet; thence N29°38'31"E, a distance of 450.98 feet; thence S66°12'08"E, a distance of 147.07 feet; thence along the arc of a non-tangent curve to the right, whose center bears S06°40'58"E, having a radius of 121.09 feet, a central angle of 73°34'36", a distance of 155.50 feet; thence S15°47'40"E, a distance of 89.57 feet; thence S71°12'11"E, a distance of 135.13 feet; thence S73°45'53"E, a distance of 173.81 feet; thence S83°26'02"E, a distance of 70.67 feet; thence S74°48'43"E, a distance of 39.19 feet; thence S85°38'01"E, a distance of 120.03 feet; thence S89°55'23"E, a distance of 169.67 feet; thence S32°45'49"W, a distance of 179.09 feet; thence S13°40'22"E, a distance of 171.43 feet; thence S48°07'46"E, a distance of 319.88 feet; thence S04°16'52"E, a distance of 119.45 feet; thence S16°34'05"W, a distance of 264.06 feet; thence S27°00'14"E, a distance of 61.75 feet; thence S86°49'39"E, a distance of 102.30 feet; thence S20°24'00"E, a distance of 4.06 feet; thence S22°26'23"E, a distance of 43.29 feet; thence S15°37'39"E, a distance of 57.65 feet; thence S17°01'53"E, a distance of 44.47 feet; thence S36°09'32"E, a distance of 117.07 feet; thence along the arc of a non-tangent curve to the left, whose center bears N44°36'18"E, having a radius of 175.00 feet, a central angle of 19°58'18", a distance of 61.00 feet; thence S55°13'47"W, a distance of 108.86 feet; thence N46°15'27"W, a distance of 229.97 feet; thence S80°50'47"W, a distance of 56.75 feet; thence S13°08'16"E, a distance of 233.71 feet; thence S20°15'42"W, a distance of 464.96 feet; thence along the arc of a non-tangent curve to the right, whose center bears S84°57'58"W, having a radius of 660.63 feet, a central angle of 05°34'52", a distance of 64.35 feet; thence S00°05'24"W, a distance of 395.27 feet, to a point on the South line of said Section 3, also being the North line of said Section 10, said point being distant, S89°33'13"W, 2005.96 feet from the Northeast corner of said Section 10; thence leaving said North line, thence S00°05'24"W, a distance of 30.67 feet; thence S83°39'27"E, a distance of 331.46 feet; thence S55°12'14"E, a distance of 112.42 feet; thence S00°06'02"E, a distance of 195.68 feet; thence S00°00'28"E, a distance of 154.15 feet; thence S13°04'44"W, a distance of 147.26 feet; thence S00°00'28"E, a distance of 309.49 feet; thence S00°00'28"E, a distance of 316.56 feet; thence S05°19'15"E, a distance of 64.76 feet, to a point on the South line of the North 1/2 of the North 1/2 of said Section 10, being distant, S89°37'46"W, 1,603.46 feet from the N1/16 corner of said Section 10 and Section 11 of said Township and Range; thence along said South line, S89°28'15"W, a distance of 1,039.32 feet; thence S89°34'07"W, a distance of 2612.73 feet, to a point being distant, N89°34'07"E, 30.00 feet from the N1/16 corner of said Section 10 and Section 11 of said Township and Range; thence N00°05'52"E, a distance of 1,319.15 feet, to a point being distant N89°33'13"E, 30.00 feet from the Northwest corner of said Section 10, also being the Southwest corner of said Section 3; thence N00°32'28"W, a distance of 2,787.39 feet, to the POINT OF BEGINNING. Containing 13,339,626 S.F. or 306.236 acres, more or less.

LEGAL DESCRIPTION OF DISTRICT BOUNDARIES - DISTRICT NO. 3

A parcel of land located in Section 3 and Section 10, Township 13 South, Range 64 West of the 6th P.M., El Paso County, Colorado, being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 3; thence along the north line of said Section 3, N89°59'23"W (Basis of bearings is the North line of Section 3, Township 13 South, Range 64 West of the 6th Principal Meridian, monumented at the West end by a No. 6 Rebar with a 3-1/4" aluminum cap, properly marked, in a monument box, "PLS 17496" and at the East end by a No. 6 rebar with a 3-1/2" aluminum cap, properly marked, in a monument box, "PLS 17496", having a measured bearing and distance of S89°59'23"E, 5275.26'. Bearings are relative to Colorado State Plane Central Zone (0502)), a distance of 78.90 feet; thence leaving said North line of Section 3 at a right angle, S00°00'37"W, a distance of 50.00 feet to the South right-of-way line of Judge Orr Road and to the POINT OF BEGINNING; thence along said South right-of-way line, S89°59'23"E, a distance of 822.24 feet; thence continuing along said South right-of-way line, N00°00'37"E, a distance of 20.00 feet; thence continuing along said South right-of-way line S89°59'23"E, a distance of 4374.49 feet to a point on the East line of said Section 3; thence leaving said South right-of-way line, along said East line, S00°42'27"E, a distance of 5,435.28 feet to the Northeast corner of said Section 10; thence along the East line of said Section 10, S00°19'53"W, a distance of 1320.51 feet to the North 1/16 corner of said section 10 and section 11; thence along the south line of the North 1/2 of the North 1/2 of said Section 10, S89°37'46"W, a distance of 1,603.46 feet; thence leaving said South line, N05°19'15"W, a distance of 64.76 feet; thence N00°00'28"W, a distance of 316.56 feet; thence N00°00'28"W, a distance of 309.49 feet; thence N13°04'44"E, a distance of 147.26 feet; thence N00°00'28"W, a distance of 154.15 feet; thence N00°06'02"W, a distance of 195.68 feet; thence N55°12'14"W, a distance of 112.42 feet; thence N83°39'27"W, a distance of 331.46 feet; thence N00°05'24"E, a distance of 30.67 feet to a point on the south line of said section 3, being distant S89°40'07"E 2,005.77 feet from a point on the east line of said Section 3 thence N00°05'24"E, a distance of 395.27 feet; thence along the arc of a non-tangent curve to the left, whose center bears N89°27'10"W, having a radius of 660.63 feet, a central angle of 05°34'52", a distance of 64.35 feet; thence N20°15'42"E, a distance of 464.96 feet; thence N13°08'16"W, a distance of 233.71 feet; thence N80°50'47"E, a distance of 56.75 feet; thence S46°15'27"E, a distance of 229.97 feet; thence N55°13'47"E, a distance of 108.86 feet; thence along the arc of a non-tangent curve to the right, whose center bears N24°38'00"E,

having a radius of 175.00 feet, a central angle of 19°58'18", a distance of 61.00 feet; thence N36°09'32"W, a distance of 117.07 feet; thence N17°01'53"W, a distance of 44.47 feet; thence N15°37'39"W, a distance of 57.65 feet; thence N22°26'23"W, a distance of 43.29 feet; thence N20°24'00"W, a distance of 4.06 feet; thence N86°49'39"W, a distance of 102.30 feet; thence N27°00'14"W, a distance of 61.75 feet; thence N16°34'05"E, a distance of 264.06 feet; thence N04°16'52"W, a distance of 119.45 feet; thence N48°07'46"W, a distance of 319.88 feet; thence N13°40'22"W, a distance of 171.43 feet; thence N32°45'49"E, a distance of 179.09 feet; thence N89°55'23"W, a distance of 169.67 feet; thence N85°38'01"W, a distance of 120.03 feet; thence N74°48'43"W, a distance of 39.19 feet; thence N83°26'02"W, a distance of 70.67 feet; thence N73°45'53"W, a distance of 173.81 feet; thence N71°12'11"W, a distance of 135.13 feet; thence N15°47'40"W, a distance of 89.57 feet; thence along the arc of a non-tangent curve to the left, whose center bears S66°53'37"W, having a radius of 121.09 feet, a central angle of 73°34'36", a distance of 155.50 feet; thence N90°00'00"E, a distance of 0.00 feet; thence N66°12'08"W, a distance of 147.07 feet; thence S29°38'31"W, a distance of 450.98 feet; thence N58°08'00"W, a distance of 60.04 feet; thence N58°08'00"W, a distance of 223.80 feet; thence along the arc of a non-tangent curve to the left, whose center bears S31°33'08"W, having a radius of 2919.37 feet, a central angle of 12°29'08", a distance of 636.17 feet; thence N71°14'52"W, a distance of 260.85 feet; thence along the arc of a curve to the left, having a radius of 779.79 feet, a central angle of 18°45'16", a distance of 255.25 feet; thence S89°54'03"W, a distance of 305.40 feet; thence S89°59'12"W, a distance of 469.87 feet, to a point on the East right-of-way line of Curtis road; thence along said East right-of-way line, N00°32'28"W, a distance of 1526.43 feet; thence N89°27'32"E, a distance of 19.98 feet; thence N00°32'28"W, a distance of 820.00 feet; thence N44°46'13"E, a distance of 40.00 feet to the POINT OF BEGINNING. Containing 22,223,841 S.F. or 510.189 acres, more or less. Excluding the Parcel of Land Described as follows:

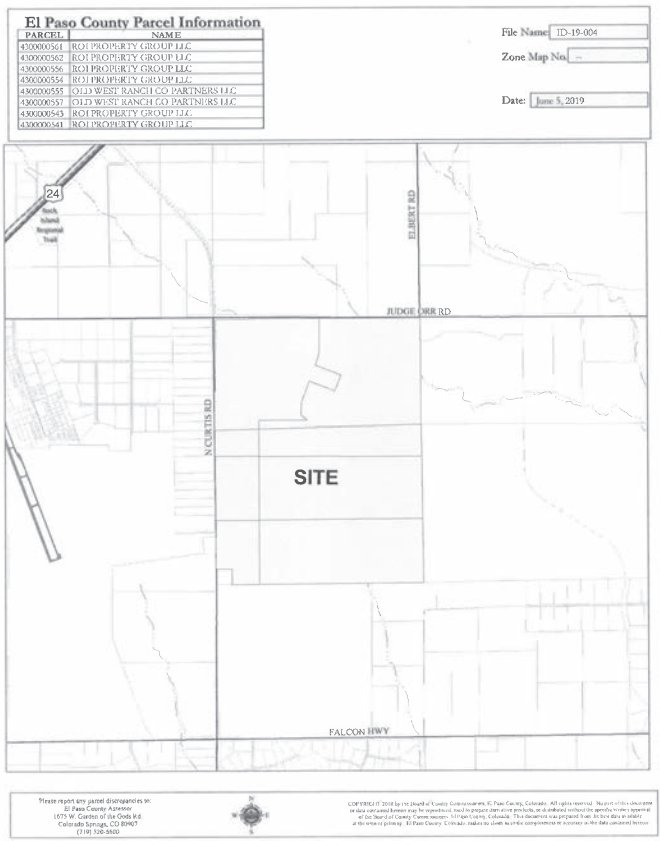
COMMENCING at the Northeast corner of said Section 3; thence along the North line of said Section 3, N89°59'23"W, (Basis of bearings is the North line of Section 3, Township 13 South, Range 64 West of the 6th Principal Meridian, monumented at the West end by a No. 6 Rebar with a 3-1/4" aluminum cap, properly marked, in a monument box, "PLS 17496" and at the East end by a No. 6 rebar with a 3-1/2" aluminum cap, properly marked, in a monument box, "PLS 17496", having a measured bearing and distance of S89°59'23"E, 5275.26'. Bearings are relative to Colorado State Plane Central Zone (0502)), a distance of 764.87 feet; thence leaving the North line of said Section 3 at a right angle, S00°00'37"W, a distance of 2,458.76 feet, to the POINT OF BEGINNING; thence S89°59'52"E, a distance of 337.40 feet; thence S00°10'38"E, a distance of 332.74 feet; thence S89°59'32"W, a distance of 334.22 feet; thence N00°43'26"W, a distance of 332.82 feet, to the POINT OF BEGINNING.

Containing 111,746 S.F. or 2.565 acres, more or less.

Dated at Colorado Springs, Colorado, this 23rd day of July, 2019.

THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO

BY /s/ Chair



Published in the El Paso County Advertiser and News
Publication Date: July 3, 2019

ADVERTISEMENT FOR BIDS

Security Water District
231 Security Boulevard
Colorado Springs, CO 80911

Separate sealed bids for the Water System Improvements - 2019 project consisting of Class 350 ductile iron water distribution system piping: 4" - 21 lineal feet (LF), 6" - 210 LF, 8" - 2,076 LF, 10" - 85 LF; gate valves with riser boxes: 6" - 8 each (EA), 8" - 13 EA, 10" - 2 EA; 6" fire hydrant assembly on new main - 4 EA; 3/4" service tap with appropriately sized tapping saddle, corporation stop, three lineal feet service line and connection to existing service line - 31 EA; 3/4" HDPE SIDR7 water service line - 30 LF; connections to existing distribution system; removal and replacement of 1,625 square yards (SY) of 4" thick hot mix asphalt on 4" of aggregate base course; seeding at select locations; sod removal and replacement; and all appurtenances will be received by the Security Water District at the office of GMS, Inc., 611 North Weber, Suite 300, Colorado Springs, CO 80903 until 3:00 p.m. Mountain Time, Tuesday, July 9, 2019, and then at such office publicly opened and read aloud.

The CONTRACT DOCUMENTS may be examined at the following locations:

Security Water District, 231 Security Boulevard, Colorado Springs, CO 80911
GMS, Inc., 611 N. Weber, Suite 300, Colorado Springs, CO 80903
Dodge Data & Analytics, 4300 Beltway Place, Suite 150, Arlington, TX 76018-5253

Copies of the CONTRACT DOCUMENTS may be obtained at the office of GMS, Inc. located at 611 N. Weber Street, Suite 300, Colorado Springs, CO 80903 upon payment of \$120.00 for each set.

Any planholder returning the CONTRACT DOCUMENTS in good condition within 30 days of bid opening will be refunded \$30.00.

Dates of Advertisement: June 19, 2019
June 26, 2019
July 3, 2019

June 17, 2019 /s/ Roy E. Heald, General Manager
Date

**NOTICE OF PUBLIC HEARING
SPECIAL DISTRICT SERVICE PLAN
WINSOME METROPOLITAN DISTRICTS NOS. 1, 2, 3, AND 4**

NOTICE IS HEREBY GIVEN that on July 23, 2019, at 9:00 A.M. in the Centennial Hall Auditorium 200 S. Cascade Avenue, Colorado Springs, Colorado, or at such other time and place as this hearing may be adjourned to, a public hearing will be held by the Board of County Commissioners of the County of El Paso, State of Colorado. Such text may be examined at the public office of the Planning and Community Development Department, 2880 International Circle, Colorado Springs, Colorado, 80910; and/or the Board of County Commissioners Office, Centennial Hall 200 S. Cascade, Colorado Springs, Colorado, 80903 and on line at the following web address <https://epcdevplanreview.com/Public/ProjectDetails/142692>

A request by ProTerra Properties, LLC, for approval of a Colorado Revised Statutes Title 32 Special District service plan for the Winsome Metropolitan Districts Nos. 1, 2, 3, and 4. The proposed Districts are located at the northwest corner of the intersection of Meridian Road and Hodgen Road and within Sections 24 and 24, Township 11 South, Range 65 West of the 6th P.M. and Section 19, Township 11 South, Range 64 West of the 6th P.M. The applicant is proposing the following: a maximum debt authorization of \$20 million, a debt mill levy of 55.277 mills with a maximum of 70.277 mills and an operations and maintenance mill levy of 10 mills. The statutory purposes of the proposed Districts include: 1) street improvements and safety protection; 2) design, construction, financing, and maintenance of drainage facilities; 3) design, acquisition, construction, and maintenance of recreation facilities; 4) mosquito control; and 5) covenant enforcement. Properties within the boundaries of the proposed Districts are included within the Black Forest Preservation Plan (1987). (Parcel No. 510000-00-493) (Nina Ruiz)

LEGAL DESCRIPTION - WINSOME METROPOLITAN DISTRICT OVERALL

A TRACT OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23 AND A PORTION OF SECTION 24, RANGE 11 SOUTH, RANGE 65 WEST AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 11 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING MONUMENTED ON THE SOUTHERLY END BY A 2-1/2" ALUMINUM CAP STAMPED "LS 28658" AND AT THE NORTHERLY END BY A 3-1/2" ALUMINUM CAP STAMPED "LS 12103" BEING ASSUMED TO BEAR N00°14'25"E A DISTANCE OF 2636.99 FEET AS SHOWN IN LAND SURVEY PLAT RECORDED UNDER RECEPTION 218900072 RECORDS OF EL PASO COUNTY.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24 SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°14'25"E ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, SAID LINE ALSO BEING ON THE WEST BOUNDARY OF PARCEL 4, AS RECORDED UNDER RECEPTION NUMBER 218900072, A DISTANCE OF 2636.99 FEET TO THE NORTHWEST CORNER OF SAID SECTION 24; THENCE N89°21'38"E ON THE NORTHLINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 2633.02 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 24; THENCE N00°10'29"E, ON THE WEST LINE OF THE SOUTH HALF OF THE SOUTH EAST QUARTER OF SECTION 13, TOWNSHIP 11 SOUTH, RANGE 65 WEST, A DISTANCE OF 1321.95 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE N89°20'26"E ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 1873.37 FEET; THENCE S00°34'43"W, A DISTANCE OF 2,706.21 FEET; THENCE S89°15'17"E, A DISTANCE OF 769.17 FEET TO A POINT ON THE WEST LINE OF SECTION 19 TOWNSHIP 11 SOUTH, RANGE 64 WEST; THENCE S89°15'18"E, A DISTANCE OF 1,108.32 FEET TO A POINT 50.00 FEET WEST OF THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 19; THENCE S00°17'06"W, ON A LINE 50.00 WEST OF AND PARALLEL TO THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID SECTION 19, A DISTANCE OF 3,819.38 FEET TO A POINT 50.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S89°55'06"W, ON A LINE 50.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE A DISTANCE OF 1124.60 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 24; THENCE S89°30'15"W ON A LINE 50.00 NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 5238.67 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE N00°14'27"E ON THE WEST LINE OF SOUTHWEST QUARTER A DISTANCE OF 2586.92 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 33,140,667 SQUARE FEET OR 760.805 ACRES.

Dated at Colorado Springs, Colorado, this 23rd day of July, 2019.

THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO

BY /s/ Chair



Published in the El Paso County Advertiser and News
Publication Date: July 3, 2019

PUBLIC NOTICE
The Security Public Library Board of Trustees will meet Thursday, July 11, 2019 at 7:30 p.m. at the Security Public Library. This meeting is open to the public.
Pd. Ad.

PUBLIC NOTICE
The Security Fire Protection District will hold its monthly meeting Tuesday, July 9, 2019 at 7:00 p.m. at Station 1, 400 Security Blvd. The meeting is open to the public. Pd. Ad.

**NOTICE OF PUBLIC HEARING
SPECIAL DISTRICT SERVICE PLAN
MAYBERRY, COLORADO SPRINGS METROPOLITAN DISTRICTS NOS. 1 & 2**

NOTICE IS HEREBY GIVEN that on July 23, 2019, at 9:00 A.M. in the Centennial Hall Auditorium 200 S. Cascade Avenue, Colorado Springs, Colorado, or at such other time and place as this hearing may be adjourned to, a public hearing will be held by the Board of County Commissioners of the County of El Paso, State of Colorado. Such text may be examined at the public office of the Planning and Community Development Department, 2880 International Circle, Colorado Springs, Colorado, 80910; and/or the Board of County Commissioners Office, Centennial Hall 200 S. Cascade, Colorado Springs, Colorado, 80903 and on line at the following web address <https://epcdevplanreview.com/Public/ProjectDetails/142692>

A request by Colorado Springs Mayberry, LLC, for approval of an amended and restated Colorado Revised Statutes Title 32 Special District service plan for the Mayberry, Colorado Springs Metropolitan Districts No. 1 as well as approval of a proposed Colorado Revised Statutes Title 32 Special District service plan for the Mayberry, Colorado Springs Metropolitan District No. 2. The district service area boundary is located immediately south of Highway 94 and approximately 1.24 feet west of North Ellicott Highway and is within Sections 14 and 15, Township 14 South, Range 63 West of the 6th P.M. The purposes of the Districts include the provision of the following services to property within the service area boundaries: 1) design, construction, financing, and ownership of water and wastewater lines; 2) street improvements and safety protection; 3) design, construction, financing, and maintenance of drainage facilities; 4) design, acquisition, construction, and maintenance of recreation facilities; 5) mosquito control; 6) covenant enforcement, and 7) television relay and translation. The multiple district service plan proposes the following: a maximum debt authorization of \$178,420,000, a proposed debt service mill levy of 50 mills for District No. 1 and 25 mills for District No. 2 with a maximum of 65 mills for District No. 1 and 40 mills for District No. 2, and an operations and maintenance mill levy of 10 mills. The proposed District is within the Ellicott Valley Comprehensive Plan (1989). (Parcel Nos. 34000-00-362, 34000-00-356, 34000-00-349, 34000-00-350, 34000-00-259, 34000-00-260, 34000-00-357, 34000-00-358, 34000-00-353, 34000-00-354) (Commissioner District No. 4) (Nina Ruiz)

LEGAL DESCRIPTION - MAYBERRY, COLORADO SPRINGS METROPOLITAN DISTRICT NO. 1:

A TRACT OF LAND LOCATED IN THE WEST ONE-HALF OF THE NORTHEAST ONE-QUARTER (W1/2 NE1/4) AND THE WEST ONE-HALF (W1/2) OF SECTION 14 AND THE EAST ONE-HALF OF THE EAST ONE-HALF (E1/2 E1/2) OF SECTION 15, ALL IN TOWNSHIP 14 SOUTH, RANGE 63 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID W1/2, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID E1/2 E1/2, AS MONUMENTED BY A REBAR AND 3-1/2" ALUMINUM CAP STAMPED "U.P.&E. PLS 116 4 1999", FROM WHICH THE NORTHEAST CORNER OF SAID W1/2, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID W1/2 NE1/4, AS MONUMENTED BY A REBAR AND 2" ALUMINUM CAP IN A RANGE BOX STAMPED "U.P.&E. PLS 11624 1999", BEARS S89°44'49"E, A DISTANCE OF 2606.55 FEET AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE S89°44'49"E ALONG THE NORTH LINE OF SAID W1/2, A DISTANCE OF 634.51 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE S89°44'49"E CONTINUING ALONG THE NORTH LINE OF SAID W1/2, A DISTANCE OF 1972.03 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID W1/2 NE1/4; THENCE S00°14'20"E ALONG THAT LINE COMMON TO SAID W1/2 AND SAID W1/2 NE1/4, A DISTANCE OF 33.51 FEET TO THE NORTHEAST CORNER OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED IN BOOK 5527 AT PAGE 376 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER;

THENCE ALONG THE PERIMETER OF THAT TRACT AS DESCRIBED IN SAID BOOK 5527 AT PAGE 376 THE FOLLOWING THREE (3) COURSES;
1.) THENCE N89°28'59"W, A DISTANCE OF 290.01 FEET;
2.) THENCE S00°14'20"E, A DISTANCE OF 147.84 FEET;
3.) THENCE S89°44'49"E, A DISTANCE OF 230.80 FEET;
THENCE S00°00'00"E, A DISTANCE OF 154.51 FEET;
THENCE N89°28'59"W, A DISTANCE OF 23.35 FEET;
THENCE S00°00'00"E, A DISTANCE OF 173.74 FEET;
THENCE S89°28'59"E, A DISTANCE OF 665.30 FEET;
THENCE N00°00'00"E, A DISTANCE OF 10.73 FEET;
THENCE S89°28'59"E, A DISTANCE OF 341.89 FEET;
THENCE N00°00'00"E, A DISTANCE OF 223.01 FEET;
THENCE N89°28'59"W, A DISTANCE OF 40.00 FEET;
THENCE N00°00'00"E, A DISTANCE OF 201.26 FEET;
THENCE N89°28'49"W, A DISTANCE OF 233.36 FEET;
THENCE N89°28'59"W, A DISTANCE OF 651.72 FEET TO A POINT ON THE WEST LINE OF SAID W1/2 NE1/4, SAID POINT ALSO BEING A POINT ON THE EAST LINE OF SAID W1/2 AND A POINT ON THE EAST LINE OF THAT TRACT AS DESCRIBED IN SAID BOOK 5527 AT PAGE 376;
THENCE N00°14'20"W ALONG THAT LINE COMMON TO SAID W1/2 NE1/4, SAID W1/2 AND SAID TRACT, A DISTANCE OF 40.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT;
THENCE N00°14'20"W CONTINUING ALONG THAT LINE COMMON TO SAID W1/2 NE1/4 AND SAID W1/2, A DISTANCE OF 33.51 FEET TO THE NORTHERLY COMMON CORNER THEREOF;
THENCE S89°44'50"E ALONG THE NORTH LINE OF SAID W1/2 NE1/4, A DISTANCE OF 1303.26 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER (E1/2 NE1/4) OF SAID SECTION 14;
THENCE S00°21'12"E ALONG THAT LINE COMMON TO SAID W1/2 NE1/4 AND SAID E1/2 NE1/4, A DISTANCE OF 2633.63 FEET TO THE SOUTHERLY COMMON CORNER THEREOF, SAID POINT ALSO BEING A POINT ON THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SAID SECTION 14;
THENCE N89°36'00"W ALONG THAT LINE COMMON TO SAID W1/2 NE1/4 AND SAID SE1/4, A DISTANCE OF 1308.58 FEET TO THE WESTERLY COMMON CORNER THEREOF, SAID POINT ALSO

BEING A POINT ON THE EAST LINE OF SAID W1/2 AND THE CENTER ONE-QUARTER CORNER OF SAID SECTION 14;
THENCE S00°14'15"E ALONG THAT LINE COMMON TO SAID W1/2 AND SAID SE1/4, A DISTANCE OF 2631.90 FEET TO THE SOUTHERLY COMMON CORNER THEREOF;
THENCE N89°24'37"W ALONG THE SOUTH LINE OF SAID W1/2, A DISTANCE OF 2630.66 FEET TO THE SOUTHWEST CORNER THEREOF, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID E1/2 E1/2;
THENCE N89°25'53"W ALONG THE SOUTH LINE OF SAID E1/2 E1/2, A DISTANCE OF 1313.35 FEET TO THE SOUTHWEST CORNER THEREOF, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE WEST ONE-HALF OF THE EAST ONE-HALF (W1/2 E1/2) OF SAID SECTION 15;
THENCE N00°05'20"E ALONG THAT LINE COMMON TO SAID E1/2 E1/2 AND SAID W1/2 E1/2, A DISTANCE OF 4464.02 FEET;
THENCE ALONG THE ARC OF A 499.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 13°42'14", AN ARC LENGTH OF 119.47 FEET (THE LONG CHORD OF WHICH BEARS S64°31'28"E, A LONG CHORD DISTANCE OF 119.18 FEET);
THENCE ALONG THE ARC OF A 111.50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 120°49'42", AN ARC LENGTH OF 235.14 FEET (THE LONG CHORD OF WHICH BEARS S49°26'40"E, A LONG CHORD DISTANCE OF 193.92 FEET);
THENCE S46°47'22"E, A DISTANCE OF 28.14 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A 600.50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 42°41'38", AN ARC LENGTH OF 447.46 FEET (THE LONG CHORD OF WHICH BEARS S68°08'11"E, A LONG CHORD DISTANCE OF 437.18 FEET) TO A POINT OF TANGENCY;
THENCE S89°29'00"E, A DISTANCE OF 1251.64 FEET;
THENCE N00°31'01"E, A DISTANCE OF 1137.42 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 493.58 ACRES OF LAND, MORE OR LESS.

LEGAL DESCRIPTION - MAYBERRY, COLORADO SPRINGS METROPOLITAN DISTRICT NO. 2:

A TRACT OF LAND LOCATED IN THE NORTH ONE-HALF OF THE NORTH ONE-HALF (N1/2 N1/2) OF SECTION 14, TOWNSHIP 14 SOUTH, RANGE 63 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER (NW1/4) OF SAID SECTION 14, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (NE1/4) OF SAID SECTION 14, AS MONUMENTED BY A REBAR AND 2" ALUMINUM CAP IN A RANGE BOX STAMPED "U.P.&E. PLS 11624 1999", FROM WHICH THE NORTHWEST CORNER OF SAID NW1/4, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 15 OF SAID TOWNSHIP 14 SOUTH, RANGE 63 WEST, AS MONUMENTED BY A REBAR AND 3-1/2" ALUMINUM CAP STAMPED "U.P.&E. PLS 116 4 1999" BEARS N89°44'49"W, A DISTANCE OF 2606.55 FEET AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE S89°44'50"E ALONG THE NORTH LINE OF THE NE1/4 OF SAID SECTION 14, A DISTANCE OF 651.61 FEET TO THE CALCULATED POSITION OF THE NORTHWEST CORNER OF THE EAST ONE-HALF OF THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER (E1/2 W1/2 NE1/4) OF SAID SECTION 14, SAID POINT ALSO BEING THE CALCULATED POSITION OF THE NORTHEAST CORNER OF THE WEST ONE-HALF OF THE WEST ONE-HALF OF THE NORTHEAST ONE-QUARTER (W1/2 W1/2 NE1/4) OF SAID SECTION 14; THENCE S00°17'46"E ALONG THE WESTERLY LINE OF SAID E1/2 W1/2 NE1/4, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID W1/2 W1/2 NE1/4, A DISTANCE OF 76.51 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE S89°28'49"E, A DISTANCE OF 233.36 FEET;
THENCE S00°00'00"E, A DISTANCE OF 201.26 FEET;
THENCE S89°28'59"E, A DISTANCE OF 40.00 FEET;
THENCE S00°00'00"E, A DISTANCE OF 223.01 FEET;
THENCE N89°28'59"W, A DISTANCE OF 341.89 FEET;
THENCE S00°00'00"E, A DISTANCE OF 10.73 FEET;

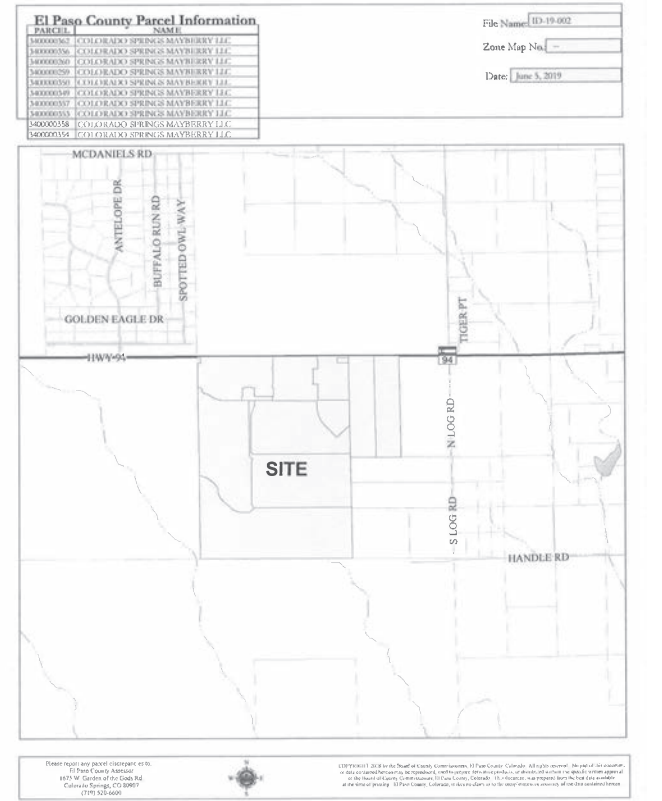
THENCE N89°28'59"W, A DISTANCE OF 665.30 FEET;
THENCE N00°00'00"E, A DISTANCE OF 173.74 FEET;
THENCE S89°28'59"E, A DISTANCE OF 23.35 FEET;
THENCE N00°00'00"E, A DISTANCE OF 154.51 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED IN BOOK 5527 AT PAGE 376 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER;
THENCE ALONG THE SOUTHERLY AND EASTERLY LINES OF SAID TRACT THE FOLLOWING TWO (2) COURSES;
1.) THENCE S89°44'49"E, A DISTANCE OF 59.20 FEET;
2.) THENCE N00°14'20"W, A DISTANCE OF 106.50 FEET;
THENCE S89°28'59"E, A DISTANCE OF 651.72 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 9.50 ACRES OF LAND, MORE OR LESS.

Dated at Colorado Springs, Colorado, this 23rd day of July, 2019.

THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO

BY /s/ Chair



Published in the El Paso County Advertiser and News
Publication Date: July 3, 2019

ORDINANCE NO. 1730

AN ORDINANCE AMENDING CHAPTER 17.39 (SUPPLEMENTAL STANDARDS) OF ARTICLE III (GENERAL REGULATIONS AND DEVELOPMENT STANDARDS) OF TITLE 17 (ZONING) OF THE FOUNTAIN MUNICIPAL CODE BY ADDING SECTION 17.396 CARPORTS AND AMENDING CHAPTER 17.71 (DEFINITIONS) SECTION 17.710 (MEANINGS DEFINED).

Summary of Ordinance:

The City of Fountain Planning Commission has conducted hearings on May 1, 2019 to consider revisions to the Zoning Ordinance of the City of Fountain. Based upon input received from members of the public, the City of Fountain Planning Department and recommendations of the City of Fountain Planning Commission, the Planning Commission at a public meeting held on May 1, 2019 recommended that the attached revised Chapter 17.39, Supplemental Standards and Chapter 17.71, Section 17.710 be amended and incorporated into the Zoning Ordinance of the City of Fountain. Copy of the proposed amendments may be viewed at the City Clerk's office located at 116 S. Main Street, Fountain, CO 80817

CERTIFICATION

The above-entitled ordinance was read and passed on first reading at a regular meeting of the City Council of the City of Fountain, Colorado, held on the 28th day of May, 2019. Proposed amendments were requested prior to second and final reading. The ordinance is available for public inspection and acquisition at the office of the City Clerk, 116 South Main Street, Fountain, Colorado 80817.

/s/Silvia Huffman
City Clerk

/s/Gabriel P. Ortega
Mayor

Publication Date: July 3, 2019

ORDINANCE NO. 1732

AN ORDINANCE APPROVING THE COUNTRYSIDE WEST OVERALL DEVELOPMENT PLAN, GENERALLY LOCATED AT THE NORTHWEST CORNER OF LINK ROAD AND JIMMY CAMP ROAD

Summary of Ordinance:

D & C, LLC, titleholder of the real property described in Exhibit A attached hereto, for property known as Countryside West, has made application for approval of an Overall Development Plan for certain property; and the Overall Development Plan and supplemental documents are on file with the City Clerk's office; at a regular meeting on May 1, 2019, the City Planning Commission reviewed and voted 7 to 0 to recommend approval to the Countryside West Overall Development Plan the City Council of the City of Fountain, Colorado finds that the request is generally consistent with the review criteria set forth in section 17.532(E) of the City's Zoning Ordinance.

Section 1. The Countryside West Overall Development Plan is hereby approved to the following conditions:
1. A Site Development Plan must be approved prior to issuance of a building permit.
2. Prior to second reading, all staff and agency comments shall be satisfied and the open space must be delineated on the Overall Development Plan.
3. Installation of masonry perimeter fencing is required along the northern boundary of the property at time of development.

CERTIFICATION

The above-entitled ordinance was read and passed on first reading at a regular meeting of the City Council of the City of Fountain, Colorado, held on the 11th day of June, 2019. The ordinance is available for public inspection and acquisition at the office of the City Clerk, 116 South Main Street, Fountain, Colorado 80817.

/s/Silvia Huffman
City Clerk

/s/Gabriel P. Ortega
Mayor

Publication Date: July 3, 2019

ORDINANCE NO. 1731

AN ORDINANCE OF THE CITY OF FOUNTAIN, COLORADO, APPROVING THE ISSUANCE OF ITS WATER AND ELECTRIC REVENUE BONDS, SERIES 2019, FOR THE PURPOSE OF FINANCING THE CONSTRUCTION OF CERTAIN WATER SYSTEM-RELATED CAPITAL PROJECTS AS DESCRIBED HEREIN, FUNDING THE RESERVE ACCOUNT OR PURCHASING A RESERVE ACCOUNT CONTRACT, AND PAYING THE COSTS OF ISSUANCE OF THE BONDS; AUTHORIZING THE FORMS OF SUCH BONDS AND OTHER DETAILS WITH RESPECT TO SUCH BONDS AND THE PAYMENT THEREOF; PROVIDING FOR PAYMENT OF THE BONDS FROM A PORTION OF THE REVENUES OF THE CITY'S ELECTRIC, WATER AND WASTEWATER UTILITY ENTERPRISE AND MAKING CERTAIN COVENANTS IN CONNECTION THEREWITH; AND PROVIDING DETAILS AND DOCUMENTS IN CONNECTION WITH THE BONDS.

Summary of Ordinance:

The City is the owner and operator of an electric and water system and is authorized to own and operate a wastewater system, which electric and water system has historically been operated on a self-supporting basis by the City, is considered to be a government-owned business and is generally known as the "City of Fountain Electric, Water and Wastewater Utility Enterprise"; and the City is acting hereunder by and through its "City of Fountain Electric, Water and Wastewater Utility Enterprise" (the "Electric, Water and Wastewater Utility Enterprise") under the Charter; and in calendar year 2018 the Electric, Water and Wastewater Utility Enterprise was, and in calendar year 2019 the Electric, Water and Wastewater Utility Enterprise continues to be operated as government-owned businesses authorized to issue its own revenue bonds and receiving under 10% of annual revenue in grants from all State and local governments combined, and the City Council hereby determines and reaffirms that the Electric, Water and Wastewater Utility Enterprise is an enterprise within the meaning of Article X, Section 20 of the Colorado Constitution; and pursuant to Section 10.5 of the Charter, the City may issue revenue bonds payable solely from revenues derived from the operation of a project or improvements; and to finance the estimated costs of the Project plus reserves and costs of issuance related thereto, the City Council has determined to issue its Water and Electric Revenue Bonds, Series 2019, dated their date of delivery, in the total principal amount of not to exceed \$20,000,000 (the "Bonds"), subject to certain terms of the Bonds to be set forth in the Sale Certificate, as more particularly set forth herein; and the Bonds shall constitute a special revenue obligation of the City that is generally payable from the income for the services furnished by or the use of the System (defined in the Section hereof entitled "Definitions"), less reasonable and necessary current expenses of the City of operating, maintaining and repairing the System, on parity with the City's previously issued Authority Bonds and Prior Bonds, as described below, and after consideration, the City Council has determined that the issuance of the Bonds is to the best advantage of the City; and in connection with a Loan Agreement, dated as of May 1, 2011, by and between the City and the Authority (the "2011 Authority Loan Agreement"), the City has previously issued that certain City Bond, dated May 4, 2011, originally issued to the Authority in the aggregate principal amount of \$9,350,000, and currently outstanding in the aggregate principal amount of \$8,225,000 (the "2011 Authority Bond"); and in connection with a Loan Agreement, dated as of March 1, 2013, by and between the City and the Authority (the "2013 Authority Loan Agreement"), the City has previously issued that certain City Bond, dated March 14, 2013, originally issued to the Authority in the aggregate principal amount of \$11,615,000, and currently outstanding in the aggregate principal amount of \$10,435,000 (the "2013 Authority Bond"); and in connection with a Loan Agreement, dated as of October 1, 2014, by and between the City and the Authority (the "2014 Authority Loan Agreement") and together with the 2011 Authority Loan Agreement and the 2013 Authority Loan Agreement, the "Authority Loan Agreements"), the City has previously issued that certain City Bond, dated November 25, 2014, originally issued to the Authority in the aggregate principal amount of \$16,900,000, and currently outstanding in the aggregate principal amount of \$15,560,000 (the "2014 Authority Bond") and together with the 2011 Authority Bond and the 2013 Authority Bond, the "Authority Bonds"; and the City previously issued its Water Revenue Bonds, Series 2015 (the "Series 2015 Bonds"), originally issued in the aggregate principal of \$3,965,000 and currently outstanding in the aggregate principal amount of \$3,715,000; and the City previously issued its Water Revenue Refunding Bonds, Series 2016 (the "Series 2016 Bonds") and together with the Series 2015 Bonds, the "Prior Bonds"), originally issued in the aggregate principal of \$7,150,000 and currently outstanding in the aggregate principal amount of \$6,405,000; and the Bonds will be issued on parity with the Authority Bonds and the Prior Bonds as an Additional Parity Obligation; and the City is authorized under the Authority Loan Agreements and the Prior Bond Ordinances to issue Additional Parity Obligations with a lien on the Net Revenues and payable from the Net Revenues, which are on a parity with the lien of the Authority Bonds and the Prior Bonds, so long as the City satisfies certain revenue tests and other requirements, all as set forth herein; and the Bonds will not be payable from any tax and, pursuant to applicable laws of the State, voter approval is not required for the issuance of revenue bonds by the City, acting by and through its Electric, Water and Wastewater Utility Enterprise; and none of the members of the City Council have any potential conflicting interests in connection with the authorization, issuance, or sale of the Bonds, or the use of the proceeds thereof; and the City Council has been presented with a proposal from Piper Jaffray & Co., to underwrite the Bonds upon specified terms and conditions in a Bond Purchase Agreement (the "Bond Purchase Agreement"), the final terms and conditions of which are to be set forth in the Sale Certificate, and, after consideration, the City Council has determined that the negotiated sale of the Bonds, subject to the parameters set forth herein is to the best advantage of the City; and there has been presented to the City and available to the City Council, among other things, (a) the Preliminary Official Statement, (b) the Paying Agent Agreement, (c) the Bond Purchase Agreement and (d) the Continuing Disclosure Undertaking; and the City Council desires to authorize the issuance and sale of the Bonds and the execution of the necessary and appropriate documents; and pursuant to the Charter, the Act, and by this Ordinance, the City authorizes the issuance of the Bonds, and delegates to the Mayor, for a period not to exceed one year from the effective date of this Ordinance, the authority to approve, among other things, the principal amount of the Bonds maturing in any particular year, the rate of interest on the Bonds, and the identity of the Bond Insurer, if any.

A list of Definitions can be inspected at the City Clerk's office located at 116 S. Main St. Fountain, CO 80817.

Certification of City's Authority to Issue Bonds as Additional Lien Obligations under the Authority Loan Agreements and the Prior Bond Ordinances. The City is authorized under the Authority Loan Agreements and the Prior Bond Ordinances to issue Additional Parity Obligations with a lien on the Net Revenues and payable from the Net Revenues, which are on a parity with the lien of the Authority Bonds and the Prior Bonds, so long as the City certifies to the Authority that the Net Revenues for any twelve (12) consecutive months out of the eighteen (18) months preceding the month in which such Additional Parity Obligations are to be issued is at least equal to the sum (a) of 110% of the maximum annual debt service of all Parity Lien Obligations outstanding during such twelve (12) month period and such proposed Additional Parity Obligations to be issued, and (b) 100% of maximum annual debt service of all other indebtedness secured by and payable from the Net Revenues; provided, however, that no more than fifty percent (50%) of the water and electric rates, fees and charges for the products and services provided by the System, which are derived from connection fees shall be included in Revenues for the purpose of such test. The City hereby certifies, and has previously certified to the Authority, that the Net Revenues for any twelve (12) consecutive months out of the eighteen (18) months preceding the month in which the Bonds are to be issued are \$5,368,813, which is at least equal to the sum of (a) 110% of the maximum annual debt service of all Parity Lien Obligations outstanding during such twelve (12) month period and the Additional Parity Obligation to be issued in the form of the Bonds, and (b) 100% of maximum annual debt service of all other indebtedness secured by and payable from the Net Revenues, which sum totals \$4,655,659. In addition, no more than 50% of the water and electric rates, fees, and charges for the products and services provided by the System, which are derived from connection fees were included in Revenues for the purpose of such test. In addition, the City is authorized to issue additional bonds so long as (1) no event of default (or any event which, once all notice or grace periods have passed, would constitute an event of default) under the Authority Loan Agreements exists unless such event of default shall be cured upon such issuance and (2) unless the debt service reserve fund is fully funded at the debt service reserve requirement (including the proposed issue) upon the issuance of such additional bonds, in either case unless permitted by the bond insurer in connection with the Authority Loan Agreements. No event of default exists under the Authority Loan Agreements and the debt service reserve funds under the Authority Loan Agreements are fully funded at their respective debt service reserve requirements, so the City is authorized to issue additional bonds hereunder.

Authorization and Purpose of Bonds. Pursuant to and in accordance with the State Constitution, the Charter, the Act, the Authority Loan Agreements, and the Prior Bond Ordinances, there shall be issued by the City, acting by and through its Electric, Water and Wastewater Utility Enterprise, the "Water and Electric Revenue Bonds, Series 2019" in the aggregate principal amount not to exceed \$20,000,000 for the purpose of (a) paying the Project Costs, (b) funding the Reserve Account or purchasing a Reserve Account Contract, and (c) paying the costs of issuance of the Bonds (including the premium for the Bond Insurance Policy, if any). All City officials and employees are hereby directed to take such actions as are necessary and appropriate to fulfill the obligations of the City under this Ordinance. The City shall deliver the Bonds in substantially the forms presented on final reading of this Ordinance with only such changes as are not inconsistent herewith; provided that such documents may be completed, corrected, or revised as deemed necessary by the parties thereto in order to carry out the purposes of this Ordinance. The accomplishment of the Project and the payment of Project Costs are hereby authorized, approved, and ordered. It is hereby determined that the date of final maturity of the Bond does not exceed the estimated life of the Project.

Pledge for Payment of the Bonds.

Pledge of Net Revenues. The principal of, premium, if any, and interest on the Bonds and Parity Lien Obligations at any time Outstanding shall be payable solely from the Net Revenues. The City irrevocably pledges and grants a lien (but not an exclusive lien) on the Net Revenues for the payment of the Bonds. The Owners of the Bonds may not look to any general or other fund of the City for the payment of the principal of or interest on the Bonds, except the funds and accounts pledged thereto pursuant to authority of this Ordinance, and the Bonds shall not constitute a debt or an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation; nor shall they be considered or held to be a general obligation of the City.

No Prohibition on Additional Security. Nothing herein shall prohibit the City from applying any legally available revenues that are not Net Revenues to the payment of the Bonds (and thereby subjecting the moneys so deposited to the pledge made and lien granted in paragraph (a) hereof).

Perfection of Security Interest. The creation, perfection, enforcement, and priority of the pledge of revenues to secure or pay the Bonds as provided herein shall be governed by the Act. The revenues pledged for the payment of the Bonds, as received by or otherwise credited to the City, shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge on the revenues pledged for payment of the Bonds and the obligation to perform the contractual provisions made herein shall be on parity with any or all other Additional Parity Obligations of the City. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the City irrespective of whether such persons have notice of such liens.

Bond Details.

Registered Form, Denominations, Original Dated Date and Numbering. The Bonds shall be issued as fully registered bonds in denominations of \$5,000 or any integral multiple thereof, shall be dated as of the Dated Date, shall be consecutively numbered in the manner determined by the Paying Agent and shall be registered in the names of the Persons identified in the registration books of the City maintained by the Paying Agent.

Maturity Dates, Principal Amounts and Interest Rates. The Bonds shall mature on the Principal Payment Date in the years and in the principal amounts, and shall bear interest at the rates per annum (calculated based on a 360-day year of twelve 30-day months) set forth in the Sale Certificate.

Accrual and Dates of Payment of Interest. Interest on each series of the Bonds shall accrue at the rates set forth in the Sale Certificate from the later of the Dated Date or the latest Interest Payment Date (or in the case of defaulted interest, the latest date) to which interest has been paid in full and shall be payable on each Interest Payment Date.

Manner and Form of Payment. Principal of and the final installment of interest on each Bond shall be payable to the Owner thereof upon presentation and surrender of such bond at the principal operations office of the Paying Agent or at such other location as identified by the Paying Agent. Interest (other than the final installment of interest) on each Bond shall be payable by check or draft of the Paying Agent mailed on the Interest Payment Date to the Owner thereof as of the Record Date. All payments of the principal of and interest on the Bonds shall be made in lawful money of the United States of America.

Book-Entry Registration. The Bonds shall be initially issued in the form of a single, certificated, fully registered Bond for each maturity. Upon initial issuance, the ownership of each such Bond shall be registered in the registration books kept by the Paying Agent in the name of Cede, and principal of and interest on the Bonds shall be paid to DTC in accordance with the DTC Blanket Letter of Representations; provided, however, if at any time the Paying Agent determines, and notifies the City of its determination, that DTC is no longer able to act as, or is no longer satisfactorily performing its duties as, securities depository for the Bonds, the City may, at its sole and absolute discretion, either (i) designate a substitute securities depository for DTC and reregister the Bonds as directed by such substitute securities depository or (ii) terminate the book-entry registration system and reregister the Bonds in the names of the Beneficial Owners thereof. Neither the City nor the Paying Agent shall have any liability to DTC, Cede, any substitute securities depository, any Beneficial Owner, any Person in whose name the Bonds are reregistered at the direction of any substitute securities depository, or any other Person for any action taken to implement the City's discretionary determination set forth above that is taken pursuant to any direction of or in reliance on any information provided by DTC, Cede, any substitute securities depository, any Beneficial Owner, or any Person in whose name the Bonds are reregistered.

Final Determination of Bond Details. The authority to determine other details of the Bonds is delegated to the Sale Delegate in the Section hereof entitled "Delegation and Parameters."

Delegation and Parameters.

Delegation. The City Council hereby delegates to the Sale Delegate the authority to determine and set forth in the Sale Certificate: (i) the matters set forth in paragraph (b) hereof, subject to the applicable parameters set forth in paragraph (c) hereof; and (ii) any other matters that, in the judgment of the Sale Delegate, are necessary or convenient to be set forth in the Sale Certificate and are not inconsistent with the parameters set forth in paragraph (c) hereof.

Sale Certificate. The Sale Certificate for the Bonds shall set forth the following matters and other matters permitted to be set forth therein pursuant to paragraph (a) hereof, but each such matter must fall within the applicable parameters set forth in paragraph (c) hereof: the Dated Date of the Bonds; the Principal Payment Date; the Interest Payment Date(s); the aggregate principal amount of the Bonds; the price at which the Bonds will be sold; the amount of principal of the Bonds maturing in any particular year and the respective interest rates borne by the Bonds; the Bonds which may be redeemed at the option of the City, the dates upon which such optional redemption may occur, and the prices at which such Bonds may be optionally redeemed;

the principal amounts, if any, of Bonds subject to mandatory sinking fund redemption, and the years in which such Bonds will be subject to such redemption; the identity of the Original Purchaser; the identity of Bond Insurer, if any; the Bonds, if any, constituting Insured Bonds; and the definition of "Permitted Investments," to the extent required to cause the issuance of the Bond Insurance Policy.

Parameters. The authority delegated to the Sale Delegate by this Section shall be subject to the following parameters:

in no event shall the Sale Delegate be authorized to execute the Sale Certificate after the date that is one year after the date of adoption of this Ordinance; the aggregate principal amount of the Bonds shall not exceed \$20,000,000; (iii) the final maturity of each series of Bonds shall be no later than December 1, 2039; and

the net effective interest rate on each series of Bonds shall not exceed 4.500%.

Form of the Bonds. The Bonds shall be in substantially the form set forth in Appendix A hereto, with such changes thereto, not inconsistent herewith, as may be necessary or desirable and approved by the officials of the City executing the same (whose manual or facsimile signatures thereon shall constitute conclusive evidence of such approval). Each Bond shall recite that it is issued under the authority of the Act. Such recital shall conclusively impart full compliance with all provisions and limitations of such laws, and such Bond issued containing such recital shall be incontestable for any cause whatsoever after its delivery for value. Although attached as an appendix for the convenience of the reader, Appendix A is an integral part of this Ordinance and is incorporated herein as if set forth in full in the body of this Ordinance.

Execution, Authentication and Delivery of the Bonds.

Execution. The Bonds shall be executed in the name and on behalf of the City with the manual or facsimile signature of the Mayor, shall bear a manual or facsimile of the seal of the City and shall be attested by the manual or facsimile signature of the City Clerk both of whom are hereby authorized and directed to prepare and execute the Bonds in accordance with the requirements hereof. Should any officer whose manual or facsimile signature appears on the Bonds cease to be such officer before delivery of any Bond, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes.

Authentication. When the Bonds have been duly executed, the officers of the City are authorized to, and shall, deliver the Bonds to the Paying Agent for authentication. No Bond shall be secured by or entitled to the benefit of this Ordinance, or shall be valid or obligatory for any purpose, unless the certificate of authentication of the Paying Agent has been manually executed by an authorized signatory of the Paying Agent. The executed certificate of authentication of the Paying Agent upon any Bond shall be conclusive evidence, and the only competent evidence, that such Bond has been properly authenticated hereunder.

Delivery. Upon the authentication of the Bonds, the Paying Agent shall deliver the same to DTC in accordance with the provisions of the DTC Blanket Letter of Representations. Upon receipt of the purchase price of the Bonds, the issuance of the approving opinion of Bond Counsel, and the satisfaction of other conditions established pursuant to the Bond Purchase Agreement, DTC shall be directed to release the Bonds to the Beneficial Owners.

Registration, Transfer and Exchange of the Bonds.

Registration. The Paying Agent shall maintain registration books in which the ownership, transfer and exchange of Bonds shall be recorded. The person in whose name any Bond shall be registered on such registration books shall be deemed to be the absolute owner thereof for all purposes, whether or not payment on any Bond shall be overdue, and neither the City nor the Paying Agent shall be affected by any notice or other information to the contrary.

Transfer and Exchange. The Bonds may be transferred or exchanged, at the principal operations office of the Paying Agent or at such other location as identified by the Paying Agent for a like aggregate principal amount of Bonds of other authorized denominations of the same maturity and interest rate, upon payment by the transferee of a transfer fee, any tax or governmental charge required to be paid with respect to such transfer or exchange and any cost of printing bonds in connection therewith. Upon surrender for transfer of any Bond, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his or her attorney duly authorized in writing, the City shall execute and the Paying Agent shall authenticate and deliver in the name of the transferee a new Bond.

Limitations on Transfer. The City and Paying Agent shall not be required to issue or transfer any Bonds: (i) during a period beginning at the close of business on the Record Date and ending at the opening of business on the first Business Day following the ensuing interest payment date or (ii) during the period beginning at the opening of business on a date 45 days prior to the date of any redemption of Bonds and ending at the opening of business on the first Business Day following the day on which the applicable notice of redemption is mailed. The Paying Agent shall not be required to transfer any Bonds selected or called for redemption.

Replacement of Lost, Destroyed or Stolen Bonds. If any Bond shall become lost, apparently destroyed, stolen or wrongfully taken, it may be replaced in the form and tenor of the lost, destroyed, stolen or taken Bond and the City shall execute and the Paying Agent shall authenticate and deliver a replacement Bond upon the Owner furnishing, to the satisfaction of the Paying Agent: (a) proof of ownership (which shall be shown by the registration books of the Paying Agent); (b) proof of loss, destruction or theft; (c) an indemnity to the City and the Paying Agent with respect to the Bond lost, destroyed or taken; and (d) payment of the cost of preparing and executing the new Bond or Bonds.

Redemption of Bonds Prior to Maturity.

(a) **Optional Redemption.** The Bonds shall be subject to redemption at the option of the City, in whole or in part, and if in part in such order of maturities as the City shall determine and by lot within a maturity on such dates as set forth in the Sale Certificate.

(b) **Mandatory Sinking Fund Redemption.** All or any principal amount of the Bonds may be subject to mandatory sinking fund redemption by lot on the Principal Payment Date in the years and in the principal amounts specified in the Sale Certificate, at a redemption price equal to the principal amount thereof (with no redemption premium), plus accrued interest to the redemption date.

At its option, to be exercised on or before the 45th day next preceding each sinking fund redemption date, the City may (i) deliver to the Paying Agent for cancellation any Bonds

with the same maturity date as the Bonds subject to such sinking fund redemption and (ii) receive a credit in respect of its sinking fund redemption obligation for any Bonds with the same maturity date as the Bonds subject to such sinking fund redemption which prior to such date have been redeemed (otherwise than through the operation of the sinking fund) and cancelled by the Paying Agent and not theretofore applied as a credit against any sinking fund redemption obligation. Each Bond so delivered or previously redeemed shall be credited by the Paying Agent at the principal amount thereof to the obligation of the City on such sinking fund redemption date, and the principal amount of Bonds to be redeemed by operation of such sinking fund on such date shall be accordingly reduced.

(c) **Redemption Procedures.** Notice of any redemption of Bonds shall be given by the Paying Agent in the name of the City by sending a copy of such notice by first class, postage prepaid mail, or by electronic means to DTC or its successor not less than 30 days prior to the redemption date, to the Owner of each Bond being redeemed. Such notice shall specify the number or numbers of the Bonds so to be redeemed (if redemption shall be in part) and the redemption date. If any Bond shall have been duly called for redemption and if, on or before the redemption date, there shall have been deposited with the Paying Agent in accordance with this Ordinance funds sufficient to pay the redemption price of such Bond on the redemption date, then such Bond shall become due and payable at such redemption date, and from and after such date interest will cease to accrue thereon. Failure to deliver any redemption notice or any defect in any redemption notice shall not affect the validity of the proceeding for the redemption of Bonds with respect to which such failure or defect did not occur. Any Bond redeemed prior to its maturity by prior redemption or otherwise shall not be reissued and shall be cancelled.

Reaffirmation of Funds and Accounts; Creation of Accounts.

Reaffirmation of Existing Funds and Accounts. There is hereby reaffirmed the following existing fund of the City: the Utility Fund.

Creation of Accounts in Utility Fund. There are hereby created and established within the Utility Fund, in addition to other accounts which are established in said fund, the Bond Account, the Reserve Account, the Project Account and the Cost of Issuance Account. In accordance with generally accepted accounting principles, for the purpose of accounting for the moneys provided for in this Ordinance the Finance Director may create offsetting revenue and expense accounts not inconsistent with the provisions hereof, all as may be determined by the Finance Director.

Application of Bond Proceeds. Upon payment to the City of the purchase price of the Bonds by the Original Purchaser, the proceeds received by the City from the sale of the Bonds shall be applied as a supplemental appropriation of the City for the payment of the costs of issuance of the Bonds and as follows:

To the Reserve Account, the amount necessary to fund the Reserve Account or purchase a Reserve Account Contract in the amount of the Reserve Account Requirement allocable to the Bonds;

To the Bond Account, the accrued interest on the Bonds from the Dated Date to the date of issuance and capitalized interest on the Bonds, if any;

To the Project Account, the amount necessary to fund the Project Costs; and

To the Cost of Issuance Account, the amount necessary to pay the costs of issuance of the Bonds.

Project Account. The Project Account shall be maintained by the City in accordance with the terms of this Section. All moneys credited to the Project Account shall be applied solely to the payment of the costs of the Project. Upon adoption by the City Council of a resolution determining that all costs of the Project have been paid, any balance remaining in the Project Account shall be credited to the Bond Account. The Project Account shall terminate at such time as no further moneys remain therein.

Moneys credited to the Project Account may be invested or deposited by the City in Permitted Investments only and in accordance with the laws of the State of Colorado. The investment of moneys credited to the Project Account shall, however, be subject to the covenants and provisions of the Section hereof entitled "Investments" and "Covenants Regarding Exclusion of Interest on Bonds from Gross Income for Federal Income Tax Purposes." Except to the extent otherwise required by such Sections, all interest income from the investment or reinvestment of moneys credited to the Project Account shall remain in and become part of the Project Account. The City is solely responsible for determining if the investments made hereunder are Permitted Investments.

Deposit of Revenues. The City shall deposit to the Utility Fund all Revenues immediately upon receipt. The City shall pay from the Utility Fund all Operation and Maintenance Expenses as they become due and payable; provided that such Net Revenues available for debt service will be limited to 50% of tap fee revenue. After such payments, the City shall apply the Net Revenues in the following order of priority:

FIRST, on a pro rata basis, to the credit of the Bond Account, the amounts required by the Section hereof entitled "Bond Account," and to the credit of any other account established for the payment of the principal of, premium if any, and interest on Parity Lien Obligations, the amounts required by the instruments authorizing or controlling the payment of such Parity Lien Obligations;

SECOND, to the credit of the Reserve Account, the amounts required by the Section hereof entitled "Reserve Account" and to the credit of any other account established as a reserve account securing the payment of the principal of, premium if any, and interest on Parity Lien Obligations, the amounts required by the instruments authorizing or controlling the payment of such Parity Lien Obligations;

THIRD, to the credit of any other fund or account hereafter established for the payment of the principal of, premium if any, and interest on any Subordinate Lien Obligations secured by the Net Revenues, including any sinking fund, reserve fund, or similar fund or account established therefor, the amounts required by the ordinance or other enactment authorizing issuance of said Subordinate Lien Obligations; and

FOURTH, to the credit of any other fund or account as may be designated by the City, to be used for any lawful purpose, any moneys remaining in the Utility Fund after the payments and accumulations set forth in FIRST through THIRD hereof.

Bond Account.

Use of Moneys in Bond Account. Moneys deposited in the Bond Account shall be used solely for the purpose of paying the principal of, premium, if any, and interest on the Bonds.

Deposits to Bond Account. On or before the last day of each month, commencing in the month next succeeding the date of issuance of the Bonds, the City shall deposit to the Bond Account from the Net Revenues, an amount equal to the Pro Rata Portion of the interest and principal to come due on the Bonds on the next succeeding Interest Payment Date and Principal Payment Date, respectively. All deposits to the Bond Account shall first be allocated to the payment of interest to come due on the Bonds.

Reserve Account.

Use of Moneys in Reserve Account. Moneys in the Reserve Account shall be used, if necessary, only to prevent a default in the payment of the principal of, premium, if any, and interest on the Bonds when due. Moneys on deposit in the Reserve Account or proceeds of the liquidation of Permitted Investments on deposit in the Reserve Account shall be transferred to the Bond Account on any date on which a payment of principal of, premium, if any, or interest on the Bonds is due to the extent the amount on deposit in the Bond Account is insufficient to make such payment.

Funding and Maintenance of Reserve Account Requirement. The Reserve Account Requirement for the Bonds shall be funded and maintained by any one of or any combination of (i) cash; (ii) Permitted Investments; and (iii) a Reserve Account Contract which provides for payments when and as required for purposes of the applicable reserve account and is issued by an obligor whose obligations such as the Reserve Account Contract are either (A) rated by a rating agency as investment grade or (B) if a rating has been obtained on such Bonds whose obligations are rated by each rating agency that then maintains a rating on the Bonds in a category (or comparable classification) equal to or higher than the category, if any, in which the Bonds are rated. To the extent that the Reserve Account Requirement for any series of Bonds is funded from Permitted Investments, such investments shall have an aggregate weighted term to maturity not greater than five years.

Valuation of Deposits. Cash shall satisfy the Reserve Account Requirement for the Bonds by the amount of cash on deposit. Permitted Investments shall satisfy the Reserve Account Requirement for the Bonds by the value of such investments. The value of each Permitted Investment on deposit in the Reserve Account shall be (i) its purchase price from the date of purchase until the first date thereafter on which the Reserve Account Requirement is calculated pursuant to paragraph (d) hereof and (ii) following each date on which the Reserve Account Requirement is calculated pursuant to paragraph (d) hereof until the next date on which the Reserve Account Requirement is so calculated, its fair market value determined as of such calculation date. A Reserve Account Contract shall satisfy the Reserve Account Requirement for the Bonds by the amount payable to the City pursuant to such contract.

Calculation of Reserve Account Requirement and Transfers Resulting from Calculation. The Reserve Account Requirement for the Bonds shall be calculated as of (i) the date of issuance of the Bonds and (ii) not less than every five years. If at any time the calculated amount of the Reserve Account is less than the Reserve Account Requirement or transfers are made from the Reserve Account as provided in paragraph (a) hereof, then the City shall deposit to the Reserve Account from the Net Revenues, amounts sufficient to bring the amounts deposited in the Reserve Account to the Reserve Account Requirement for the Bonds. If at any time the calculated amounts of the Reserve Account are more than the Reserve Account Requirement for the Bonds, then the City shall transfer from the Reserve Account to the Bond Account any amounts that are in excess of the Reserve Account Requirement for the Bonds. Such deposits shall be made as soon as possible after such use or calculation, but in accordance with and subject to the limitations of the Section hereof entitled "Deposit of Revenues."

Transfer of Interest Income to Bond Account. The investment of moneys deposited in the Reserve Account shall be subject to the covenants and provisions of the Section hereof entitled "Covenants Regarding Exclusion of Interest on Bonds from Gross Income for Federal Income Tax Purposes." Except to the extent otherwise required by such section, interest income from the investment or reinvestment of moneys deposited in the Reserve Account shall be transferred to the Bond Account.

Cost of Issuance Account. All costs and expenses incurred in connection with the issuance and payment of the Bonds shall be paid from the proceeds of the Bonds deposited in the Cost of Issuance Account. After payment of costs of issuance of the Bonds, any amounts remaining in the Cost of Issuance Account are to be deposited in the Bond Account for use in accordance with the Section hereof entitled "Bond Account."

Investments. Moneys deposited in the Bond Account, and any moneys held by the Paying Agent with respect to the Bonds, shall be invested in Permitted Investments, provided that the investment of such moneys shall be subject to the covenants and provisions of the Section hereof entitled "Covenants Regarding Exclusion of Interest on Bonds from Gross Income for Federal Income Tax Purposes." Unless otherwise provided herein, all interest income from the investment or reinvestment of moneys credited to any account or subaccount established herein shall remain in and become part of such account or subaccount.

Conditions to Issuance of Additional Senior, Parity, and Subordinate Lien Obligations. Senior Lien Obligations. The City covenants that it will not issue any obligations payable from the Net Revenues that are superior to the lien of the Bonds or any Parity Lien Obligations on the Net Revenues.

Parity Lien Obligations. In addition, the City covenants that it will not issue any Additional

Parity Obligations with a lien on the Net Revenues and payable from the Net Revenues which is on a parity with the lien of the Bonds and the Parity Lien Obligations, unless the City certifies that Net Revenues for any 12 consecutive months out of the 18 months preceding the month in which such Additional Parity Obligations are to be issued is at least equal to the sum (a) of 110% of the maximum annual debt service of (i) the Bonds, (ii) all Parity Lien Obligations outstanding during such 12 month period, and (iii) such proposed Additional Parity Obligations to be issued, and (b) 100% of maximum annual debt service of all other indebtedness secured by and payable from the Net Revenues; provided, however, that no more than 50% of the water and electric rates, fees and charges for the products and services provided by the System, which are derived from connection fees shall be included in Revenues for the purposes of this Section. Net Revenues for the purpose of the preceding sentence may be adjusted to reflect any rate increases adopted prior to the issuance of such Additional Parity Obligations. Notwithstanding the foregoing, the City may issue Additional Parity Obligations to refund the Bonds or outstanding Parity Lien Obligations without compliance with the requirements stated above, provided that the debt service payments on such refunding obligations do not exceed the debt service payments on the refunded obligations during any calendar year.

Subordinate Lien Obligations. In addition, the City covenants that it will not issue any obligations payable from the Net Revenues that are subordinate to the lien of the Bonds and the Parity Lien Obligations on the Net Revenues unless the City certifies that for any 12 consecutive months out of the 18 months preceding the month in which such obligations are to be issued Net Revenues were at least 100% of the maximum annual debt service on all indebtedness outstanding during such period which is payable from Net Revenues.

Additional General Covenants and Representations. In addition to the other covenants of the City contained herein, the City hereby further covenants and represents for the benefit of Owners of the Bonds that:

Rate Covenant. The City shall establish and collect rates and charges for the use or the sale of the products and services of the System, which together with other moneys available therefor, are expected to produce Revenues for each calendar year which will be at least sufficient for such calendar year to pay the sum of:

all amounts estimated to be required to pay Operation and Maintenance Expenses during such calendar year;

a sum equal to 110% of the debt service due on the Bonds for such calendar year and debt service coming due during such calendar year on any indebtedness payable on the Parity Lien Obligations, in each case computed as of the beginning of such calendar year;

the amount, if any, to be paid during such calendar year into any debt service reserve account; a sum equal to the debt service on any subordinated debt for such calendar year computed as of the beginning of such calendar year; and

amounts necessary to pay and discharge all charges and liens payable out of the Revenues during such calendar year;

Provided, however, that no more than 50% of the water and electric rates, fees and charges for the products and services provided by the System, which are derived from connection fees shall be included in Revenues for the purposes of this Rate Covenant.

Rate Study. In the event that the Revenues collected during a fiscal year are not sufficient to meet the requirements set forth in the Rate Covenant contained in paragraph (a) hereof, the City shall, within 90 days of the end of such fiscal year, cause an independent firm of accountants or consulting engineers, to prepare a rate study for the purpose of recommending a schedule of rates, fees and charges for the use of the System which in the opinion of the firm conducting the study will be sufficient to provide Revenues to be collected in the next succeeding fiscal year which will provide compliance with the Rate Covenant described in paragraph (a) above. The City shall within six months of receipt of such study, adopt rates, fees and charges for the use of the System, based upon the recommendations contained in such study, which provide compliance with said Rate Covenant.

Efficient Operations. The City covenants and agrees (i) to maintain the System in good repair, working order and operating condition; (ii) at all times operate the properties of the System and any business in connection therewith in an efficient manner; (iii) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the System so that at all times the business carried on in connection therewith shall be properly and advantageously conducted; provided, however, this covenant shall not be construed as requiring the City to expend any funds which are derived from sources other than the Revenues and provided further that nothing herein shall be construed as preventing the City from doing so.

Operations and Maintenance Reserve. In addition to the Reserve Account Requirement, the City shall maintain an operations and maintenance reserve in an amount equal to three months of operation and maintenance expenses excluding depreciation of the System as set forth in the annual budget for the current fiscal year. Said reserve may be in the form of unobligated fund balances or other unobligated cash or securities (i.e., capital reserves) or may be in a separate segregated fund and shall be maintained as a continuing reserve for payment of any lawful purpose relating to the System. If the operations and maintenance reserves fall below this requirement, the shortfall shall be made up in 24 substantially equal monthly installments beginning the second month after such shortfall or the date of delivery.

Completion of Project. The City covenants and agrees (i) to exercise its best efforts in accordance with prudent water and electric utility practice to complete the Project; and (ii) to provide from the Net Revenues all moneys, in excess of the total amount of the Bonds, required to complete the Project.

Disposition of the System. Except for the disposal of assets of the System up to a cumulative amount of \$2,000,000, and except for the disposal of any portion of the System which the City determines is no longer necessary for the operation of the System, the City shall not sell, lease, abandon or otherwise dispose of all or substantially all of the System, or any other component of the System which provides revenues to provide for the payment of the Bonds or any Parity Lien Obligations, except in accordance with the Authority Loan Agreements and the Prior Bond Ordinances, and, in addition, shall not so sell, lease, abandon or otherwise dispose of the same unless the City shall determine that such sale, lease, abandonment or other disposition will not adversely affect the City's ability to meet its duties, covenants, obligations and agreements under the Ordinance, will not adversely affect the value of the Net Revenues as security for the payment of Bonds and interest thereon, and adversely affect the eligibility of interest on Bonds then Outstanding for exclusion from gross income for purposes of Federal income taxation, and the City obtains the consent of Owners of not less than the majority in principal amount of the applicable Bonds then Outstanding to the sale, lease, abandonment, or disposition of the System.

Billing and Enforcement. The City will promptly render bills for services furnished by or the use of the System, shall use all legal means to assure prompt payment thereof, shall take such action as may be necessary to make delinquent rates, fees, and charges of the System a lien upon the real property served, and to the extent permitted by law, shall discontinue service to any user who becomes delinquent in the payment of such charges until the delinquency and all interest, costs, and expenses incident thereto have been paid in full.

Records; Accounts. The City shall keep accurate records and accounts for the System (the "System Records"), separate and distinct from its other records and accounts (the "General Records"). Such System Records shall be maintained in accordance with GAAP and shall be audited annually by an independent accountant, which audit may be part of the annual audit of the General Records of the City. Such System Records and General Records shall be filed and recorded in the places, time, and manner provided by law and shall be on file in the office of the City Clerk for inspection.

Insurance. The City shall maintain or cause to be maintained, in force, insurance policies with responsible insurers or self-insurance programs providing against risk of direct physical loss, damage or destruction of the System, at least to the extent that similar insurance is usually carried by utilities constructing, operating and maintaining facilities of the nature of the System, including liability coverage, all to the extent available at reasonable cost. Nothing herein shall be deemed to preclude the City from exerting against any party, a defense which may be available to the City, including, without limitation, a defense of sovereign immunity, a defense under and pursuant to the Colorado Governmental Immunity Act (Section 24-10-101, et seq., C.R.S.), or under the laws of the United States or other laws of the State.

Eminent Domain. In the event of any loss or damage to the System or in the event part or all of the System is taken by the exercise of a power of eminent domain, the insurance proceeds or the condemnation award shall be used for restoring, replacing, or repairing the property lost, damaged, or taken, and the remainder thereof, if any, shall be considered as Revenues with respect to the System; provided however, that if the City Council determines that the operation of the System and the security for the Bonds will not be adversely affected thereby, the City Council may determine not to restore, replace, or repair the property lost, damaged, or taken and all of the insurance proceeds or condemnation award shall be considered as Revenues with respect to the System.

Enterprise Status. The City Council hereby determines that the Electric, Water and Wastewater Utility Enterprise is an enterprise within the meaning of Article X, Section 20 of the State Constitution. The City has and will continue to maintain the System as an "enterprise" within the meaning Article X, Section 20 of the State Constitution.

No Legal or Equitable Action. In accordance with Section 11-57-212, C.R.S., no legal or equitable action can be brought with respect to any legislative acts or proceedings in connection with the authorization or issuance of the Bonds more than 30 days after the issuance or authorization of such securities, whichever occurs later.

Swap Agreements. Any interest rate exchange agreement ("Swap Agreement") entered into by the City secured by and payable from the Net Revenues shall meet the following conditions: (i) the Swap Agreement must be entered into to manage interest costs related to, or a hedge against (a) assets then held, or (b) debt then outstanding, or (c) debt reasonably expected to be issued within the next 12 months, and (ii) the Swap Agreement shall not contain any leverage element or multiplier component greater than 1.0x unless there is a matching hedge arrangement which effectively off-sets the exposure from any such element or component. Any uninsured net settlement, breakage or other termination amount then in effect shall be subordinate to debt service on the Bonds and the Parity Lien Obligations. The City shall not terminate a Swap Agreement unless it demonstrates that prior to the payment of any such termination amount that such payment will not cause the City to be in default under any documents authorizing the issuance of the Bonds or the Parity Lien Obligations, including, but not limited to, any such monetary obligations thereunder. All counterparties or guarantors to any Swap Agreement must have a rating of at least "A-" and "A3" by S&P and Moody's. If the counterparty or guarantor's rating falls below "A-" or "A3" by either S&P or Moody's, the counterparty or guarantor shall execute a credit support annex to the Swap Agreement. If the counterparty or the guarantor's long-term unsecured rating falls below "Baa1" or "BBB+" by either Moody's or S&P, a replacement counterparty or guarantor shall be required.

Covenants Regarding Exclusion of Interest on Bonds from Gross Income for Federal Income Tax Purposes. For purposes of ensuring that the interest on the Bonds is and remains excluded from gross income for federal income tax purposes, the City hereby covenants that:

Prohibited Actions.

The City covenants and agrees that it shall not take or permit any action or fail to take any action which action or omission would result in the loss of the exclusion of interest on any Bonds from gross income for federal income tax purposes pursuant to Section 103(a) of the

Code.

The City covenants and agrees that it shall not take or permit any action or fail to take any action, which action or omission would cause the Bonds to be "private activity bonds" within the meaning of Section 141(a) of the Code.

The City covenants and agrees that it shall not directly or indirectly use or permit the use of any proceeds of the Bonds (or amounts treated as replaced with such proceeds) or any other funds, or take or permit any action or fail to take any action, which use, action or omission would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

Notwithstanding anything to the contrary, as long as it necessary to maintain the exclusion of interest on the Bonds from gross income for Federal income tax purposes, the covenants contained in this paragraph (a) shall survive the payment of the Bonds, including any defeasance pursuant to the Section hereof entitled "Defeasance."

The City hereby certifies and represents that it has complied with the requirements of Treasury Regulation Section 1.150-2 in this Ordinance or other official action with regard to proceeds of the Bonds, if any, to be used to reimburse the City for expenses incurred by the City prior to the issuance of the Bonds. In the event that any of the proceeds of the Bonds are to be used to pay debt service on any prior issue of the City, and any of the proceeds of such prior issue (or any obligations refinanced by such prior issue) were used to reimburse the City for expenditures incurred prior to the issuance of the prior issue (or refinanced obligations, as the case may be), the City hereby certifies and represents that the allocation of such proceeds to the reimbursed expenditure was a valid expenditure under the applicable law on reimbursement expenditures on the date of issue of the prior issue (or the refinanced obligations), as required by Federal Income Tax Regulation Section 1.150-2(g)(2).

Affirmative Actions. The City will at all times do and perform all acts permitted by law that are necessary in order to assure that interest paid by the City on the Bonds shall not be includible in gross income for federal income tax purposes under the Code or any other valid provision of law. In particular, but without limitation, the City represents, warrants and covenants to comply with the following rules unless it receives an opinion of Bond Counsel stating that such compliance is not necessary: (i) gross proceeds of the Bonds will not be used in a manner that will cause the Bonds to be considered "private activity bonds" within the meaning of the Code, (ii) the Bonds are not and will not become directly or indirectly "federally guaranteed" and (iii) the City will timely file Internal Revenue Form 8038-G, which shall contain the information required to be filed pursuant to Section 149(e) of the Code.

Letter of Instructions. The City will comply with the Letter of Instructions delivered to it on the date of issuance of the Bonds, including but not limited by the provisions of the Letter of Instructions regarding the application and investment of Bond proceeds, the calculations, the deposits, the disbursements, the investments and the retention of records described in the Letter of Instructions; provided that, in the event the original Letter of Instructions is superseded or amended by a new Letter of Instructions drafted by, and accompanied by an opinion of Bond Counsel stating that the use of the new Letter of Instructions will not cause the interest on the Bonds to become includible in gross income for federal income tax purposes, the City will thereafter comply with the new Letter of Instructions.

Designation of Bonds as Qualified Tax-Exempt Obligations. In the event that the principal amount of the Bonds issued, plus any premium received by the City from the sale of the Bonds, is less than \$10,000,000, the City designates the Bonds as qualified tax-exempt obligations within the meaning of Section 265(b)(3) of the Code. The City covenants that in such event the aggregate face amount of all tax-exempt obligations issued by the City (plus any applicable premium), together with governmental entities which derive their issuing authority from the City or are subject to substantial control by the City, shall not be more than \$10,000,000 during the calendar year in which the Bonds are issued. The City recognizes that such tax-exempt obligations include notes, leases, loans and warrants, as well as bonds. The City further recognizes that any bank, thrift institution or other financial institution that owns the Bonds may rely on the City's designation of the Bonds as qualified tax-exempt obligations for the purpose of obtaining a deduction for 80% of that portion of such institution's interest expense allocable to interest on the Bonds.

Authorization of Bond Insurance. The Financial Advisor may request, on behalf of the City, the submittal of bids to issue the Bond Insurance Policy. In the event that the Sale Delegate determines, based in part upon information provided by the Financial Advisor, that the premium bid for issuance of the Bond Insurance Policy is less than the interest cost savings to be realized by the City as a result of the issuance of the Bond Insurance Policy, the City Council hereby delegates to the Sale Delegate the authority to execute the Commitment with the Bond Insurer designated by the Sale Delegate, provided that the Bond Insurer shall be listed in The Bond Buyer's Municipal Marketplace Directory, published by Thomson Media. The officers of the City are also hereby authorized and directed to take all actions necessary to cause the Bond Insurer to issue the Bond Insurance Policy in accordance with the Commitment, including without limitation, payment of the premium due in connection therewith and entering into any authorizing agreement and undertaking any obligations not inconsistent herewith necessary to cause the issuance of the Bond Insurance Policy. The execution of the Commitment by the Sale Delegate or appropriate officer of the City is hereby ratified and approved. The Sale Delegate is also authorized to set forth in the Sale Certificate such terms not inconsistent with the terms hereof as may be required by the Bond Insurer to cause the issuance of the Bond Insurance Policy. The provisions set forth in the Sale Certificate, including but not limited to provisions required in connection with the issuance of the Bond Insurance Policy, are hereby incorporated by reference into this Ordinance.

Obligation to Provide Continuing Disclosure. The City shall undertake for the benefit of the Owners of the Bonds, to provide continuing disclosure pursuant to the Continuing Disclosure Undertaking, a copy of which has been presented to and is hereby approved by the City Council. The City Council also hereby authorizes, designates and directs the Finance Director to prepare on the City's behalf, subject to review and approval by any officer of the City Council, the filings required by the Continuing Disclosure Undertaking.

Defeasance. Any Bond shall not be deemed to be Outstanding hereunder if it shall have been paid and cancelled or if cash or Federal Securities shall have been deposited in trust for the payment thereof (whether upon or prior to the maturity of such Bond, but if such Bond is to be paid prior to maturity, the City shall have given the Paying Agent irrevocable directions to give notice of redemption as required by this Ordinance, or such notice shall have been given in accordance with this Ordinance). In computing the amount of the deposit described above, the City may include interest to be earned on the Federal Securities. If less than all the Bonds are to be defeased pursuant to this Section, the City, in its sole discretion, may select which of the Bonds shall be defeased.

Notwithstanding anything herein to the contrary, in the event that the principal and/or interest and premium, if any, due on any Insured Bond shall be paid by the Bond Insurer for such Insured Bond pursuant to the related Bond Insurance Policy, such Insured Bond shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the City, and all covenants, agreements and other obligations of the City to the Owner of such Insured Bond shall continue to exist and shall run to the benefit of such Bond Insurer, and such Bond Insurer shall be subrogated to the rights of such Owner.

Events of Default. Each of the following events constitutes an Event of Default:

failure to make any payment of principal of, premium, if any, or interest on the Bonds when due hereunder;

failure to make, or cause to be made, any required payments of principal of, redemption premium, if any, and interest on any Parity Lien Obligations;

failure by the City to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Ordinance, other than as referred to in paragraph (a) hereof and other than a failure to comply with the provisions of the Section hereof entitled "Obligation to Provide Continuing Disclosure," which failure shall continue for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to the City Attorney of the City by the Paying Agent, unless the Paying Agent shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period the Paying Agent may not unreasonably withhold its consent to an extension of such time up to 60 days from the delivery of the written notice referred to above if corrective action is instituted by the City within the applicable period and diligently pursued until the Event of Default is corrected; and

a petition is filed by or against the City under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Ordinance or thereafter enacted, unless in the case of any such petition filed against the City such petition shall be dismissed within 30 days after such filing and such dismissal shall be final and not subject to appeal; or the City shall become insolvent or bankrupt or make an assignment for the benefit of its creditors; or a custodian (including, without limitation, a receiver, liquidator or trustee of the City or any of its property) shall be appointed by court order to take possession of the City or its property or assets if such order remains in effect or such possession continues for more than 30 days.

Notice of Default. The City shall give the Paying Agent prompt telephonic notice of the occurrence of any Event of Default referred to in paragraph (d) of the Section hereof entitled "Events of Default," and of the occurrence of any other event or condition that constitutes an Event of Default at such time as any senior administrative or financial officer of the City becomes aware of the existence thereof. Any telephonic notice pursuant to this Section shall be confirmed in writing by the end of the next Business Day.

Remedies for Events of Default.

Remedies. Whenever an Event of Default referred to the Section hereof entitled "Events of Default" shall have occurred and be continuing, the Owners of not less than 25% in principal amount of the applicable Bonds then Outstanding have the right to take or to direct the Paying Agent to take any action permitted or required pursuant to the Ordinance and to take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce the performance and observance of any duty, covenant, obligation or agreement of the City hereunder, including, without limitation, to obtain ex parte the appointment of a receiver of the System.

Attorney's Fees and Other Expenses. The City shall on demand pay to the Paying Agent the reasonable fees and expenses of attorneys and other reasonable fees and expenses (including without limitation the reasonably allocated costs of in-house counsel and legal staff) incurred by either of them in the collection of any sum due hereunder or in the enforcement of performance or observance of any other duties, covenants, obligations or agreements of the City.

Application of Moneys. Any moneys collected by the Paying Agent pursuant to paragraph (a) hereof shall be applied (i) first, to pay any attorney's fees or other fees and expenses owed by the City pursuant to paragraph (b) hereof; (ii) second, pro rata, to pay interest due and payable on the Bonds or the Parity Lien Obligations; (iii) third, pro rata, to pay principal due and payable on the Bonds or the Parity Lien Obligations; (iv) fourth, to pay any other amounts due and payable hereunder; and (v) fifth, to pay interest and principal on the Bonds and the Parity Lien Obligations and other amounts payable hereunder as such amounts become due and payable.

Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Paying Agent is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Ordinance or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be

construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Paying Agent to exercise any remedy reserved to it in this Section, it shall not be necessary to give any notice, other than such notice as may be required in this Section.

Execution of Documents. The Mayor, the Mayor Pro Tem, the City Clerk and all other officers, officials and employees of the City are hereby authorized and directed to execute the Bonds and all documents and certificates necessary or desirable to effectuate the issuance of the Bonds contemplated by this Ordinance and as may be required in connection with the issuance of the Bonds. In addition, the City Manager, the Utility Director and the Finance Director are hereby designated as authorized officers to sign all other documents in connection with or furtherance of the foregoing documents.

Amendment of Ordinance.

Amendments Permitted without Notice to or Consent of Owners. The City may, without the consent of or notice to the Owners of the Bonds, adopt one or more ordinances amending or supplementing this Ordinance, which ordinances shall thereafter become a part hereof, for any one or more or all of the following purposes:

to cure any ambiguity or to cure, correct or supplement any defect or inconsistent provision of this Ordinance;

to subject to this Ordinance additional revenues, properties or collateral;

to facilitate the designation of a substitute securities depository or to terminate the book-entry registration system for the Bonds in accordance with the Section hereof entitled "Bond Details";

to facilitate the issuance of Parity Lien Obligations permitted to be issued pursuant to the Section hereof entitled "Additional Senior, Parity, and Subordinate Lien Obligations";

to facilitate the funding of the Reserve Account or the substitution of one source of funding of the Reserve Account for another permitted source in accordance with the Section hereof entitled "Reserve Account"; or

to make any other change that does not materially adversely affect the Owners of the Bonds or the Parity Lien Obligations.

Amendments Requiring Notice to and Consent of Owners. Except for amendments permitted by paragraph (a) hereof, this Ordinance may only be amended (i) by an ordinance of the City amending or supplementing this Ordinance (which, after the consents required therefor, shall become a part hereof); and (ii) with the written consent of the Owners of at least 66-2/3% in aggregate principal amount of the Bonds then Outstanding; provided that any amendment that makes any of the following changes with respect to any Bond shall not be effective without the written consent of the Owner of such bond: (A) a change in the maturity of such bond; (B) a reduction of the interest rate on such bond; (C) a change in the terms of redemption of such bond; (D) a delay in the payment of principal of, premium, if any, or interest on such bond; (E) the creation of any pledge of or lien upon any revenues or moneys pledged for the payment of such bond hereunder that is superior to the pledge and lien for the payment of such bond hereunder; (F) a relaxation of the conditions to the issuance of Parity Lien Obligations or to the creation of any pledge of or lien upon any revenues or moneys pledged for the payment of such bond hereunder that is equal to or on a parity with the pledge and lien for the payment of such bond hereunder; (G) a reduction of the principal amount or percentage of Bonds whose consent is required for an amendment to this Ordinance; or (H) the establishment of a priority or preference for the payment of any amount due with respect to any other Bond over such Bond.

Procedure for Notifying and Obtaining Consent of Owners. Whenever the consent of an Owner or Owners of Bonds or the Bond Insurer, if any, is required under paragraph (b) hereof, the City shall mail a notice to such Owner or Owners at their addresses as set forth in the registration books maintained by the Paying Agent, the Bond Insurer, the Original Purchaser, and the Financial Advisor, which notice shall briefly describe the proposed amendment and state that a copy of the amendment is on file in the office of the City Clerk for inspection. Any consent of any Owner of any Bond obtained with respect to an amendment shall be in writing and shall be final and not subject to withdrawal, rescission or modification for a period of 60 days after it is delivered to the City unless another time period is stated for such purpose in the notice mailed pursuant to this paragraph.

Application of Act. Pursuant to the Act, the City Council elects to apply all of the provisions of the Act to the issuance of the Bonds. Pursuant to Section 11-57-210, C.R.S., the Bonds shall contain a recital that they are issued pursuant to certain provisions of the Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value. Pursuant to Section 11-57-212, C.R.S., no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the authorization or issuance of the Bonds shall be commenced more than 30 days after the authorization of such securities. Pursuant to Section 11-57-209, C.R.S., if a member of the City Council, or any officer or agent of the City acts in good faith, no civil recourse shall be available against such member, officer or agent for payment of the principal, interest or prior redemption premiums, if any, on the Bonds. Such recourse shall not be available either directly or indirectly through the City Council or the City, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty or otherwise. By the acceptance of the Bonds and as a part of the consideration of their sale or purchase, any Person purchasing or selling such Bond specifically waives any such recourse.

Provisions Relating to Bond Insurer. Notwithstanding any other provision hereof, with respect to the Insured Bonds, if any: (a) the Bond Insurer for such Insured Bonds is an expressly intended third-party beneficiary hereof; and (b) unless and until such Bond Insurer has failed to make a payment due under the related Bond Insurance Policy, such Bond Insurer shall be deemed to be the Owner of each Insured Bond insured by such Bond Insurance Policy for all purposes other than: (i) except as otherwise provided in such Bond Insurance Policy, the right to receive payments of principal of, premium, if any, and interest on such Insured Bonds; and (ii) the right to consent to an amendment to this Ordinance that changes any of the matters described in paragraph (b) of the Section hereof entitled "Amendment of Ordinance."

Appointment and Duties of Paying Agent. The Paying Agent is hereby appointed as paying agent, registrar and authenticating agent for the Bonds unless and until the City removes it as such and appoints a successor Paying Agent, in which event such successor shall automatically succeed to the duties of the Paying Agent hereunder and its predecessor shall immediately turn over all its records regarding the Bonds to such successor. The Paying Agent, by accepting its duties as such, agrees to perform all duties and to take all actions assigned to it hereunder in accordance with the terms hereof. The appointment and acceptance of the duties of Paying Agent hereunder may be affected through the execution of an agreement between the City and the Paying Agent.

Approval of Negotiated Sale of Bonds. The Bonds shall be sold through a negotiated sale to the Original Purchaser.

Approval of Official Statement and Miscellaneous Documents. The City Council hereby ratifies and approves the distribution and use of the Preliminary Official Statement; authorizes and directs the City staff to prepare a final Official Statement for use in connection with the sale of the Bonds; and for a period of one year following the adoption of this Ordinance, authorizes the Sale Delegate to execute the Sale Certificate, and authorizes and approves the execution of the Paying Agent Agreement, the Bond Purchase Agreement, the Continuing Disclosure Undertaking, and all documents and certificates necessary or desirable to effectuate the issuance of the Bonds and the transactions contemplated hereby; provided that the Preliminary Official Statement, the final Official Statement, the Paying Agent Agreement, and the Continuing Disclosure Undertaking shall be in substantially the forms thereof presented at the meeting at which this Ordinance is adopted or as otherwise available to the City Council, with such changes therein, if any, not inconsistent herewith, as are approved by the City (which, once executed by the appropriate City official, shall constitute conclusive evidence of approval of the City). The Mayor is hereby authorized and directed to execute the final Official Statement and the Mayor, the City Clerk and all other officers of the City are hereby authorized and directed to execute all of the foregoing documents and certificates necessary or desirable to effectuate the issuance of the Bonds and the transactions contemplated hereby and execution by the parties thereto shall constitute the City Council's approval of such documents and certificates in the form so executed.

Ratification of Prior Actions. All actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the City Council or by the officers and employees of the City directed toward the issuance of the Bonds for the purposes herein set forth are hereby ratified, approved and confirmed.

Events Occurring on Days That Are Not Business Days. Except as otherwise specifically provided herein with respect to a particular payment, event or action, if any payment to be made hereunder or any event or action to occur hereunder which, but for this Section, is to be made or is to occur on a day that is not a Business Day shall instead be made or occur on the next succeeding day that is a Business Day.

Captions. The captions or headings in this Ordinance are for convenience only and shall not in any define, limit or describe the scope or intent of any provisions or sections of this Ordinance.

Ordinance Irrepealable. After any of the Bonds have been issued, this Ordinance shall constitute a contract between the Owners and the City, and shall be and remain irrepealable until the Bonds and the interest accruing thereon shall have been fully paid, satisfied, and discharged, as herein provided.

Severability. In the event any provision of this Ordinance shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Repealer. All orders, bylaws, ordinances, and resolutions of the City, or parts thereof, inconsistent or in conflict with this Ordinance, are hereby repealed to the extent only of such inconsistency or conflict.

Effective Date; Recording and Authentication. This Ordinance shall be in full force and effect five days after final publication, following final passage. This Ordinance shall be recorded in a book kept for that purpose, shall be authenticated by the signatures of the Mayor and the City Clerk, and shall be published in accordance with law.

CERTIFICATION

The above-entitled ordinance was read and passed on first reading at a regular meeting of the City Council of the City of Fountain, Colorado, held on the 28th day of May, 2019. The ordinance is available for public inspection and acquisition at the office of the City Clerk, 116 South Main Street, Fountain, Colorado 80817.

/s/Silvia Huffman
City Clerk

/s/Gabriel P. Ortega
Mayor

Publication Date: July 3, 2019