

EROSION AND STORMWATER QUALITY CONTROL PERMIT (ESQCP) EL PASO COUNTY APPLICATION AND PERMIT

APPLICANT INFORMATION

PERMIT NUMBER

Owner Information	
Owner	TC&C LLC
Name (person of responsibility)	Carl Turse
Company/Agency	TC&C LLC
Position of Applicant	Manager
Address (physical address, not PO Box)	17572 Colonial Park Drive
City	Monument
State	CO
Zip Code	80132
Mailing address, if different from above	
Telephone	719-651-4013
FAX number	
Email Address	carlturse@msn.com
Cellular Phone number	
Contractor/Operator Information	
Name (person of responsibility)	(Same as Above)
Company	
Address (physical address, not PO Box)	
City	
State	
Zip Code	
Mailing address, if different from above	
Telephone	
FAX number	
Email Address	
Cellular Phone number	
Erosion Control Supervisor (ECS)*	
ECS Phone number*	
ECS Cellular Phone number*	

*Required for all applicants. May be provided at later date pending securing a contract when applicable.

PCD File No. SF1922

PROJECT INFORMATION

Project Information	
Project Name	Rollin Ridge Filing No. 1
Legal Description	See attached
Address (or nearest major cross streets)	Cherry Crossing Drive, Monument, CO (SW Corner of Hodgen Road & SH83)
Acreage (total and disturbed)	Total: 57-acres Disturbed: 12.3-acres (approx.)
Schedule	Start of Construction: March, 2020 Completion of Construction: September, 2020 Final Stabilization: September, 2021
Project Purpose	Rural Residential Subdivision
Description of Project	Rural Residential Subdivision (16 lots)
Tax Schedule Number	61270-00-064 and 61270-00-065

FOR OFFICE USE ONLY

The following signature from the ECM Administrator signifies the approval of this ESQCP. All work shall be performed in accordance with the permit, the El Paso County Engineering Criteria Manual (ECM) Standards, City of Colorado Springs Drainage Criteria Manual, Volume 2 (DCM2) as adopted by El Paso County Addendum, approved plans, and any attached conditions. The approved plans are an enforceable part of the ESQCP. Construction activity, except for the installation of initial construction BMPs is not permitted until issuance of a Construction permit and Notice to Proceed.

Signature of ECM Administrator: _____

Date _____

1.1 REQUIRED SUBMISSIONS

In addition to this completed and signed application, the following items must be submitted to obtain an ESQCP:

- Permit fees
- Stormwater Management Plan (SWMP) meeting the requirements of DCM2 and ECM either as part of the plan set or as a separate document;
- Cost estimates of construction and maintenance of construction and permanent stormwater control measures (Cost estimates shall be provided on a unit cost basis for all stormwater BMPs);
- Financial surety in an amount agreeable to the ECM Administrator based on the cost estimates of the stormwater quality protection measures provided. The financial surety shall be provided in the form of a Letter of Credit, Surety with a Bonding Company, or other forms acceptable to El Paso County;
- Operation and Maintenance Plan for any proposed permanent stormwater control measures; and
- Signed Private Detention Basin/Stormwater Quality Best Management Practice Maintenance Agreement and Easement, if any permanent stormwater control measures are to be located on site.

1.2 RESPONSIBILITY FOR DAMAGE

The County and its officers and employees, including but not limited to the ECM Administrator, shall not be answerable or accountable in any manner, for injury to or death of any person, including but not limited to a permit holder, persons employed by the permit holder, persons acting in behalf of the permit holder, or for damage to property resulting from any activities undertaken by a permit holder or under the direction of a permit holder. The permit holder shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to the permit holder, persons employed by the permit holder, persons acting in behalf of the permit holder, or damage to property arising out of work or other activity permitted and done by the permit holder under a permit, or arising out of the failure on the permit holder's part to perform the obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity, or at any subsequent time work or other activity is being performed under the obligations provided by and contemplated by the permit.

To the extent allowed by law, the permit holder shall indemnify, save, and hold harmless the County and its officers and employees, including but not limited to the BOCC and ECM Administrator, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the permit holder, persons employed by the permit holder, persons acting in behalf of the permit holder and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the permit holder's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time work or other activity is being performed under the obligations provided by and contemplated by the permit, except as otherwise provided by state law. The permit holder waives any and all rights to any type of expressed or implied indemnity against the County, its officers or employees.

1.3 APPLICATION CERTIFICATION

We, as the Applicants or the representative of the Applicants, hereby certify that this application is correct and complete as per the requirements presented in this application and the El Paso County Engineering Criteria Manual and Drainage Criteria Manual, Volume 2 and El Paso County Addendum.

We, as the Applicants or the representatives of the Applicants, have read and will comply with all of the requirements of the specified Stormwater Management Plan and any other documents specifying stormwater best management practices to be used on the site including permit conditions that may be required by the ECM Administrator. We understand that the stormwater control measures are to be maintained on the site and revised as necessary to protect stormwater quality as the project progresses. We further understand that a Construction Permit must be obtained and all necessary stormwater quality control measures are to be installed in accordance with the SWMP, the El Paso County Engineering Criteria Manual, Drainage Criteria Manual, Volume 2 and El Paso County Addendum before land disturbance begins and that failure to comply will result in a Stop Work Order and may result in other penalties as allowed by law. We further understand and agree to indemnify, save, and hold harmless the County and its officers and employees, including but not limited to the BOCC and ECM Administrator, from all claims, suits or actions of every name, kind and description as outlined in Section 1.2 Responsibility for Damage.

Signature of Owner or Representative

Date: _____

Print Name of Owner or Representative

Signature of Operator or Representative

Date: _____

Print Name of Operator or Representative

Permit Fee	\$ _____	
Surcharge	\$ _____	
Financial Surety	\$ _____	Type of Surety _____
Total	\$ _____	

LEGAL DESCRIPTION – ROLLIN RIDGE ESTATES:

A TRACT OF LAND BEING PARCEL 1 AND PARCEL 3 OF THOSE TRACTS AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 217125842 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, 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:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 3, AS DESCRIBED IN DEED RECORDED UNDER SAID RECEPTION NO. 217125842, 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 SAID PARCEL 3, 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 (S00°06'40"E PER THAT DEED RECORDED UNDER SAID RECEPTION NO. 217125842), A DISTANCE OF 1262.77 FEET (1262.73 FEET OF RECORD) AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE N00°06'39"W ALONG THAT LINE COMMON TO SAID PARCEL 3 AND THAT TRACT AS DESCRIBED UNDER SAID RECEPTION NO. 200156068, A DISTANCE OF 1262.77 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 3, 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 SAID PARCEL 3 AND SAID RIGHT-OF-WAY PARCEL AND ALONG THE SOUTHERLY 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;

THENCE N01°38'38"E ALONG THAT LINE COMMON TO SAID PARCEL 3 AND 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 NORTHERLY COMMON CORNER THEREOF, SAID POINT ALSO BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HODGEN ROAD;

THENCE S88°53'52"E ALONG THAT LINE COMMON TO SAID PARCEL 3 AND SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 856.44 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 3, SAID POINT ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 83;

THENCE ALONG THAT LINE COMMON TO SAID PARCEL 3 AND SAID WESTERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES;

- 1.) THENCE S02°28'37"E, A DISTANCE OF 870.52 FEET;
- 2.) THENCE S00°34'26"E, A DISTANCE OF 392.85 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 3, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 1, ROLLIN' RIDGE RANCHEROS FILING NO. 2, AS RECORDED IN PLAT BOOK G3 AT PAGE 43 UNDER RECEPTION NO. 437854 OF SAID COUNTY RECORDS;

THENCE N89°30'30"W ALONG THE SOUTHERLY LINE OF SAID PARCEL 3 AND SAID PARCEL 1, AS DESCRIBED IN DEED RECORDED UNDER SAID RECEPTION NO. 217125842, SAID LINE ALSO BEING

THE NORTHERLY LINE OF SAID ROLLIN' RIDGE RANCHEROS FILING NO. 2 AND THE NORTHERLY LINE OF ROLLIN' RIDGE RANCHEROS FILING NO. 1, AS RECORDED IN PLAT BOOK H2 AT PAGE 78 UNDER RECEPTION NO. 453371 OF SAID COUNTY RECORDS, A DISTANCE OF 1984.04 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 57.01 ACRES OF LAND, MORE OR LESS.