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

PERMIT NUMBER \_\_\_\_\_

**APPLICANT INFORMATION**

Applicant Contact Information	
Owner	James F Morley
Name (person of responsibility)	James F Morley
Company/Agency	1) Arvest Bank, 2)SR Land LLC 3) Morley-Bentley Investments LLC, 4)SPF Investments LLC
Position of Applicant	Owner/Developer
Address (physical address, not PO Box)	20 Boulder Crescent St. Suite 200
City	Colorado Springs
State	Colorado
Zip Code	80903
Mailing address, if different from above	
Telephone	719-471-1742
FAX number	
Email Address	jmorley3870@aol.com
Cellular Phone number	

**CONTRACTOR INFORMATION**

Contractor	
Name (person of responsibility)	Chaz Collins
Company	C & C Land, LLC
Address (physical address, not PO Box)	20 Boulder Crescent St. Suite 100
City	Colorado Springs
State	Colorado
Zip Code	80903
Mailing address, if different from above	
Telephone	719-471-1742
FAX number	
Email Address	candclandllc@aol.com
Cellular Phone number	719-491-8717
Erosion Control Supervisor (ECS)*	
ECS Phone number*	
ECS Cellular Phone number*	

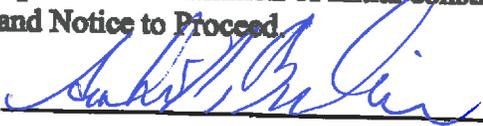
\*Required for all applicants. May be provided at later date pending securing a contract when applicable.

**PROJECT INFORMATION**

<b>Project Specifications</b>	
<b>Project Name</b>	Sterling Ranch Phase I (Offsite)
<b>Legal Description</b>	See attachment (All grading to occur within Sterling Ranch Boundary)
<b>Address (or nearest major cross streets)</b>	Vollmer Road / Marksheffel Road
<b>Acreage (total and disturbed)</b>	Total: acres 1408.4 Disturbed: acres 56.1
<b>Schedule</b>	Start of Construction: October 2015 Completion of Construction: March 2016 Final Stabilization: May 2016
<b>Project Purpose</b>	Bulk Earthmoving and stabilization of parcels and roadways to prepare for installation of major utilities.
<b>Description of Project</b>	Installation of erosion control measures and bulk earthwork excavation and embankment placement within Sterling Ranch outside of the area defined by Phase 1.
<b>Tax Schedule Number</b>	1) 5200000173, 2) 5200000364, 3) 5200000361 4) 5200000362 5) 5233000009, 6) 5233000007

**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 12-3-15

## 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 BMPs; and
- Signed Private Detention Basin/Stormwater Quality Best Management Practice Maintenance Agreement and Easement, if any permanent Best Management Practices 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**

I, as the Applicant or the representative of the Applicant, 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.

I, as the Applicant or the representative of the Applicant, 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. I understand that the Best Management Practices are to be maintained on the site and revised as necessary to protect stormwater quality as the project progresses. I further understand that a Construction Permit must be obtained and all necessary stormwater quality control BMPs are to be installed in accordance with the SWMP and the El Paso County Engineering Criteria Manual and 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. I 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 Applicant or Representative

Date: 10-14-15

Charles Collins

\_\_\_\_\_  
Print Name of Applicant or Representative

Permit Fee \$ \_\_\_\_\_

Surcharge \$ \_\_\_\_\_

Financial Surety \$ \_\_\_\_\_

Type of Surety \_\_\_\_\_

Total \$ \_\_\_\_\_

**LEGAL DESCRIPTIONS:**

**PARCEL A:**

THE WEST HALF OF THE WEST HALF OF THE EAST HALF AND EAST HALF OF THE WEST HALF AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27; THE EAST HALF OF THE SOUTHWEST QUARTER AND THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER LYING SOUTH AND EAST OF THE COUNTY ROAD KNOWN AS VOLLMER ROAD, OF SECTION 28; THE WEST HALF OF THE EAST HALF AND THE WEST HALF OF SECTION 34; THE EAST HALF AND THE EAST HALF OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, AND ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 33 LYING SOUTH AND EAST OF THE COUNTY ROAD KNOWN AS VOLLMER ROAD, EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33 LYING SOUTH AND EAST OF SAID COUNTY ROAD AS DEEDED TO COLORADO INTERSTATE GAS COMPANY BY WARRANTY DEED RECORDED IN BOOK 1173 AT PAGE 359; AND THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER LYING SOUTHWEST OF THE COUNTY ROAD KNOWN AS VOLLMER ROAD, OF SECTION 32, EXCEPT THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32 DEEDED TO J. MARCUS BROWN BY TRUSTEES' DEED RECORDED IN BOOK 3292 AT PAGE 168; ALL IN TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO. CONTAINING A CALCULATED AREA OF 61,177,047 SQFT MORE OR LESS, OR 1,404.43 ACRES, MORE OR LESS.

**PARCEL B:**

ALL THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO LYING SOUTH AND EAST OF THE COUNTY ROAD (VOLLMER ROAD). CONTAINING A CALCULATED AREA OF 173,031 SQFT MORE OR LESS, OR 3.97 ACRES, MORE OR LESS.