

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

**EPC Project Number:** 

APPLICANT INFORMATION	PERMIT NUMBER
Owner Information	
Property Owner	
Applicant Name (Permit Holder)	
Company/Agency	
Position of Applicant	
Address (physical address, not PO Box)	
City	
State	
Zip Code	
Mailing address, if different from above	
Telephone	
FAX number	
Email Address	
Cellular Phone number	
Contractor/Operator Information	
Name (person of responsibility)	
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.

# PROJECT INFORMATION

Project Information	
Project Name	
Legal Description	
Address (or nearest major cross streets)	
Acreage (total and disturbed)	Total: acres
	Disturbed: acres
Schedule	Start of Construction:
	Completion of Construction:
	Final Stabilization:
Project Purpose	
Description of Project	
Tax Schedule Number	

# 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 <u>Engineering Criteria Manual</u> (ECM) Standards, City of Colorado Springs <u>Drainage Criteria Manual</u>, Volume 2 (DCM2) as adopted by El Paso County <u>Addendum</u>, 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;
- 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 constructed.

### 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 damage to property or for injury to or death of any person, including but not limited to a permit holder, persons employed by the permit holder, or persons acting in behalf of the permit holder, from any cause. The permit holder shall be responsible for any liability imposed by law and for damage to property or 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, arising out of work or other activity permitted and done under a permit, or arising out of the failure to perform the obligations under any permit with 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.

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 damage to property or 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, resulting from the performance of work or other activity under the permit, or arising out of the failure to perform obligations under any permit with 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. It is the intent of the parties that the permit holder will indemnify, save, and hold harmless the County, its officers and employees from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault of or negligence, whether active or passive, primary or secondary, on the part of the County, the permit holder, persons employed by the permit holder, or persons acting in behalf of the permit holder

#### 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, the El Paso County <u>Engineering Criteria Manual</u>, and <u>Drainage Criteria Manual</u>, 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 <u>Engineering Criteria Manual</u>, <u>Drainage Criteria Manual</u>, <u>Volume 2</u> and El Paso County <u>Addendum</u> 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

			Date:
Signature of Owner or Representative		Please provides signatures.	
Print Name of Owne	er or Representative		
			Date:
Signature of Operat	or or Representative		
Print Name of Opera	ator or Representative		
Permit Fee	\$		
Surcharge	\$		
Financial Surety	\$	Type of Surety	
Total	\$		

Property Description:

A parcel of land in the South one half of Section 10, Township 12 South, Range 66 West of the 6<sup>th</sup> Principal Meridian, El Paso County, Colorado, more particularly described as follows:

Beginning at the Southeast corner of Lot 11, New Breed Ranch Filing One, recorded in the El Paso County Clerk and Recorder's office on June 03, 2002 under Reception Number 202089110 and considering the East line of Abert Estates from the Northwest Corner of Section 15 to the Northeasterly corner of Lot 21, as monumented and described on said Filing One to bear North 00° 49' 55" West, with all bearings contained herein relative thereto;

Thence Easterly along the North right of way line of Meadow Run Circle and along the arc of a curve to the left a distance of 203.27 feet to a point of tangent, said curve has a radius of 570.00 feet and a central angle of 20° 25' 56";

Thence North 78° 49' 00" East along said North right of way line and along said tangent a distance of 201.09 feet to the Northeast corner of Meadow Run Circle as platted in said Filing One;

Thence continuing North 78° 49' 00" East along said right of way line and said tangent now in New Breed Ranch Filing Two, recorded June 6<sup>th</sup>, 2013 under Reception Number 213713330, a distance of 344.97 feet to a point of curve;

Thence Easterly along the arc of a curve to the right a distance of 217.21 feet, said curve has a radius of 630.00 feet and a central angle of 19° 45' 14" to a point of reverse curve; Thence Easterly along the arc of a curve to the left a distance of 204.27 feet, said curve has a radius of 570.00 feet and a central angle of 20° 31' 58" to the Southerly corner of Lot 11, said Filing Two;

Thence leaving said right of way line and along the West line of Filing Two the following 4 courses:

Thence North 11° 57' 44" West a distance of 431.17 feet;

Thence North 55° 16' 25" East a distance of 369.76 feet;

Thence North 35° 15' 41" West a distance of 188.74 feet;

Thence North 35° 28' 30" East a distance of 342.73 feet to the Northwest corner of Lot 10;

Thence North 61° 41' 56" West, leaving said Filing Two a distance of 1043.78 feet to a point on the East line of Lot 8, New Breed Ranch Filing One that is 153.32 feet Southwest of the Northeast corner of said Lot 8;

Thence Southwesterly along the East line of said Filing One the following 4 courses: Thence South 28° 18' 04" West a distance of 561.87 feet;

Thence South 15° 46' 29" West a distance of 386.12 feet;

Thence South 11° 51' 54" West a distance of 418.88 feet;

Thence South 11° 51' 54" West a distance of 413.40 feet to the Point of Beginning. Containing 34.70 acres, more or less.