

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

PERMIT NUMBER ESQ 1912

**APPLICANT INFORMATION**

<b>Applicant Contact Information</b>	
Owner	Mule Deer Investments, LLC
Name (person of responsibility)	Heath Herber
Company/Agency	
Position of Applicant	
Address (physical address, not PO Box)	2727 Glen Arbor Drive
City	Colorado Springs
State	Colorado
Zip Code	80919
Mailing address, if different from above	
Telephone	719-331-0083
FAX number	
Email Address	hherber@wheatlandscapital.com
Cellular Phone number	

**CONTRACTOR INFORMATION**

<b>Contractor</b>	
Name (person of responsibility)	Mule Deer Investment, LLC
Company	Heath Herber
Address (physical address, not PO Box)	2727 Glen Arbor Drive
City	Colorado Springs
State	Colorado
Zip Code	80909
Mailing address, if different from above	
Telephone	719-331-0083
FAX number	
Email Address	hherber@wheatlandscapital.com
Cellular Phone number	
Erosion Control Supervisor (ECS)*	
ECS Phone number*	
ECS Cellular Phone number*	

\*Required for El Paso County Depart of Transportation Projects.

Con 1912

Con 2012

PUDSP184

SF195

**PROJECT INFORMATION**

<b>Project Specifications</b>	
Project Name	The Gardens at North Carefree
Legal Description	See Attached
Address (or nearest major cross streets)	Akers Drive and North Carefree Circle
Acreage (total and disturbed)	Total: 11.6 acres Disturbed: 11.6 acres
Schedule	Start of Construction: March 1, 2019 Completion of Construction: September 30, 2019 Final Stabilization: April 30, 2020
Project Purpose	71 lot single family Subdivision
Description of Project	Roads, utilities, drainage
Tax Schedule Number	53294-00-012, and 53294-11-002

**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 BMPs; and
- Signed Private Stormwater Quality Structural Best Management Practices Agreement and Easement, if any private permanent BMPs are proposed.

## 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.

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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.

Mule Deer Investments, LLC  
Heath A Herber, mgr  
Signature of Applicant or Representative

Date: 12/10/2018

Heath A Herber, manager  
Print Name of Applicant or Representative

Permit Fee	\$1,900.00	
Surcharge	\$25.00	
Financial Surety	_____	Type of Surety _____
Total	\$ _____	



**LEGAL DESCRIPTION – THE GARDENS AT NORTH CAREFREE:**

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 RECORDED, 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 552.96 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, HAVE 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 ONO 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