

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

APPLICANT INFORMATION

PERMIT NUMBER

Owner Information	
Owner	Winsome, LLC
Name (person of responsibility)	Joe Desjardin
Company/Agency	
Position of Applicant	Director of Entitlements
Address (physical address, not PO Box)	1864 Woodmoor Drive, Suite 100
City	Monument
State	Colorado
Zip Code	80132
Mailing address, if different from above	N/A
Telephone	719-476-0800
FAX number	
Email Address	jdesjardin@proterraco.com
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	Winsome Filing No. 3
Legal Description	<p>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 north line 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 1,158.32 feet to the east line of the west half of the west half of said section 19 ; thence S00°17'06"W on the east line of the west half of the west half of said section 19, a distance of 3,838.66 feet to a point 30.00 feet north of the south line of the southwest quarter of said section 19; thence S89°55'06"W, on a line 30.00 feet north of and parallel with the south line of the southwest quarter of said section 19, on said northerly right-of-way line, a distance of 30.00 feet to a point on the boundary line parcel number rw-36 as shown in the warranty deed as recorded under reception number 213096397; thence on the boundary of said parcel the following (3) three courses:</p> <ol style="list-style-type: none"> 1. N00°17'06"E, 30.00 west of and parallel with the east line of the west half of the west half of said section 19, a distance of 5.25 feet 2. N89°47'54"W a distance of 368.05 feet 3. S89°14'50"W a distance of 603.68 feet to a point being 30.00 feet north of the south line of southwest quarter of said section 19; <p>Thence S89°55'06"W on a line 30.00 feet north of and parallel with the south line of the southwest quarter of said section 19, on said northerly right-of-way line a distance of 173.03 feet to a point on the east line of said section 24; thence S89°30'15"W on a line 30.00 north of and parallel with the south line of said section 24, a distance of 5238.44 feet to a point on the west line of the southwest quarter of said section 24; thence N00°14'17"E on the west line of southwest quarter a distance of 2,606.92 feet to the point of beginning.</p>
Address (or nearest major cross streets)	17480 Meridian Rd – Northwest corner of Hodgen Road and Meridian Road
Acreage (total and disturbed)	Total: 349.5 acres Disturbed: 31.60 acres
Schedule	Start of Construction: July 2022 Completion of Construction: July 2023 Final Stabilization: July 2023

Project Purpose	Process plat, entitlements and engineering documents to prepare 38 single family 5 acre lots.
Description of Project	Project involves constructing roadways, and drainage ways to support the development of 38 single family 5 acre lots.
Tax Schedule Number	5100000497, 5100000496, 4100000435

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 \$ _____