

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

PERMIT NUMBER _____

APPLICANT INFORMATION

Applicant Contact Information	
Owner	MARK & MONICA PHELAN
Name (person of responsibility)	MARK PHELAN N.A.
Company/Agency	
Position of Applicant	OWNER
Address (physical address, not PO Box)	4955 AUSTIN BUFFS PERKY
City	COCO SPRS, CO
State	
Zip Code	80918
Mailing address, if different from above	
Telephone	SAME 719.243.2678
FAX number	N.A.
Email Address	mark@phelangardens.com
Cellular Phone number	719.243.2678

CONTRACTOR INFORMATION

Contractor	
Name (person of responsibility)	MARK PHELAN N.A.
Company	
Address (physical address, not PO Box)	4955 AUSTIN BUFFS PERKY
City	COCO SPRS CO
State	80918
Zip Code	
Mailing address, if different from above	SAME 719.243.2678
Telephone	N.A.
FAX number	
Email Address	mark@phelangardens.com
Cellular Phone number	719.243.2678
Erosion Control Supervisor (ECS)*	} TO BE DETERMINED
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 Specifications	
Project Name	THE SHIRE AT OLD PANGH
Legal Description	
Address (or nearest major cross streets)	SEE ATTACHED
Acreage (total and disturbed)	Total: acres 20.05 ACRES Disturbed: acres 9.18 ACRES
Schedule	Start of Construction: MAY 2024 Completion of Construction: NOV 2030 Final Stabilization: NOV 2030
Project Purpose	TO CREATE OPPORTUNITIES FOR POSITIVE CONNECTIONS BETWEEN RECORDS AND THE SANDBOX LOT UTILIZING A UNIQUE SITE AND UNIQUE STRUCTURES
Description of Project	20 ACRE MIXED AGRICULTURE, COMMERCIAL, RESIDENTIAL DEVELOPMENT WITH EXTENSIVE DEMONSTRATION GARDENS AND LANDSCAPE
Tax Schedule Number	SEE ATTACHED

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 _____

Property Information - Legal Description - The Shire at Old Ranch

A PARCEL OF LAND LOCATED IN THE SW1/4 OF THE SW1/4 OF SEC. 23 T. 12 S., R. 69 W. OF THE 6TH P.M., EL PASO COUNTY, COLORADO

Address	Zoning	Legal Description	Parcel Number	Reception Number	Acres
3820 Old Ranch Rd.	RR-5	W 315 FT OF S2S2SW4 EX RDS SEC 23-12-66	6223000061	216003121	4.34
3890 Old Ranch Rd.	RR-5	E 385 FT OF W 715 FT OF S2S2SW4 EX S 30 FT SEC 23-12-66 19	6223000060	216003167	5.57
10655 Howells Rd.	RR-5	TRACT IN SW4SW4 SEC 23-12-66 AS FOLS, BEG ON W LN OF SD SW4 AT PT 660 FT N FROM SW COR THEREOF, TH N ON W LN 322.5 FT, E AT R/A 715 FT, S AT R/A 322.5 FT, TH W 715 FT TO POB EX W 30 FT	6223000059	216003151	5.07
10755 Howells Rd.	RR-5	TRACT IN SW4SW4 SEC 23-12-66 AS FOLS, BEG ON W LN OF SD SW4 AT PT 982.5 FT N FROM SW COR THEREOF, TH N ON W LN 322.5 FT, E AT R/A 715 FT, S AT R/A 322.5 FT, TH W 715 FT TO POB EX W 30 FT	6223000058	213027769	5.07
Total:					20.05

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: 3/26/24

MARK PHELAN

Print Name of Applicant or Representative

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