

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

EPC Project Number: CDR246

APPLICANT INFORMATION

PERMIT NUMBER **ESQ2611**

| Owner Information | |
|--|---------------------------------------|
| Property Owner | CS 2005 Investments LLC |
| Applicant Name (Permit Holder) | Chad Ellington |
| Company/Agency | Peak Development, LLC |
| Position of Applicant | Authorized Representative |
| Address (physical address, not PO Box) | 1480 Humboldt Street |
| City | Denver |
| State | CO |
| Zip Code | 80218 |
| Mailing address, if different from above | |
| Telephone | 303.503.1016 |
| FAX number | |
| Email Address | chad@peakdevgrp.com |
| Cellular Phone number | |
| Contractor/Operator Information | |
| Name (person of responsibility) | TBD <i>Jimmy Lawler</i> |
| Company | <i>Thompson Thruft</i> |
| Address (physical address, not PO Box) | <i>111 Monument Circle Suite 1500</i> |
| City | <i>Indianapolis</i> |
| State | <i>IN</i> |
| Zip Code | <i>46204</i> |
| Mailing address, if different from above | |
| Telephone | <i>832.993.0010</i> |
| FAX number | |
| Email Address | <i>JLawler@thompsonthruft.com</i> |
| Cellular Phone number | <i>832.993-0010</i> |
| Erosion Control Supervisor (ECS)* | <i>Scott Maxen</i> |
| ECS Phone number* | <i>720-762-7746</i> |
| ECS Cellular Phone number* | |

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

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 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: 7-30-2025

Chad M. Ellington

Print Name of Owner or Representative



Signature of Operator or Representative

Date: 4.1.26

Tommy Carter

Print Name of Operator or Representative

Permit Fee \$ _____

Surcharge \$ _____

Financial Surety \$ _____

Type of Surety _____

Total \$ _____