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

**EPC Project Number:** 

$\leftarrow$	SF2430
	01 2 100

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\*

<sup>\*</sup>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	
accordance with the permit, the El Paso Cor Drainage Criteria Manual, Volume 2 (DCN attached conditions. The approved plans a	inistrator signifies the approval of this ESQCP. All work shall be performed in unty Engineering Criteria Manual (ECM) Standards, City of Colorado Springs M2) as adopted by El Paso County Addendum, approved plans, and any are an enforceable part of the ESQCP. Construction activity, except for the of the 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.

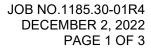
The permit holder shall indemnify, save, and hold harmless the County and its officers and employees, including but not limited to the BOCC and ECM Administrator, from all claims, suits or actions of every name, kind and description brought for or on account of damage to property or injuries to or death 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 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

			Date:	
Signature of Owner	or Representative			
Print Name of Owne	er or Representative			
			Date:	
Signature of Operator	or or Representative			
	ator or Representative			
Permit Fee	\$			
Surcharge	\$			
Financial Surety	\$	Type of Surety		
Total	\$			





619 N. Cascade Avenue, Suite 200 (719) 785-0790 Colorado Springs, Colorado 80903

#### LEGAL DESCRIPTION: RETREAT AT TIMBERRIDGE FILING NO. 3

A PARCEL OF LAND BEING A PORTION OF SECTIONS 21, 22, 27 AND 28, ALL IN TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE WEST END WHICH IS THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI PLS 10376, 2006" AND AT THE EAST END, WHICH IS A 30' WITNESS CORNER TO THE EAST OF THE EAST QUARTER CORNER OF SAID SECTION 28, BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "ESI 10376, 2006", IS ASSUMED TO BEAR S89°08'28"W A DISTANCE OF 1356.68 FEET.

COMMENCING AT THE CENTER-EAST 1/16 CORNER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, SAID POINT BEING ALSO ON THE SOUTHERLY RIGHT OF WAY LINE OF POCO ROAD AS PLATTED IN RETREAT AT TIMBERRIDGE FILING NO. 1 RECORDED UNDER RECEPTION NO. 220714653 RECORDS OF EL PASO COUNTY, COLORADO:

THENCE N09°49'11"E, A DISTANCE OF 2334.95 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF VOLLMER ROAD AS DESCRIBED IN A DOCUMENT RECORDED IN BOOK 2678 AT PAGE 430, SAID POINT BEING THE NORTHWESTERLY CORNER OF RETREAT AT TIMBERRIDGE FILING NO. 2 RECORDED UNDER RECEPTION NO. 222715015, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N21°41'10"E, ON THE EASTERLY RIGHT OF WAY LINE OF SAID VOLLMER ROAD, A DISTANCE OF 342.36 FEET TO A POINT ON THE SOUTHWESTERLY CORNER OF ARROYA LANE AS DESCRIBED IN A DOCUMENT RECORDED IN BOOK 2678 AT PAGE 431;

THENCE N89°40'23"E, ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID ARROYA LANE AS DESCRIBED IN A DOCUMENT RECORDED IN BOOK 2678 AT PAGE 431, A DISTANCE OF 761.52 FEET TO THE SOUTHEASTERLY CORNER OF SAID ARROYA LANE AS DESCRIBED IN A DOCUMENT RECORDED IN BOOK 2678 AT PAGE 431 SAID POINT BEING ON THE EAST LINE OF SAID SECTION 28; THENCE N00°52'58"W, ON THE EASTERLY LINE OF SAID ARROYA LANE AS DESCRIBED IN A DOCUMENT RECORDED IN BOOK 2678 AT PAGE 431 AND THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 30.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID ARROYA LANE AS DESCRIBED IN A DOCUMENT RECORDED IN BOOK 2678 AT PAGE 431 SAID POINT BEING THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO; THENCE N00°37'14"W, ON THE EASTERLY LINE OF SAID ARROYA LANE AS DESCRIBED IN A

DOCUMENT RECORDED IN BOOK 2678 AT PAGE 431 AND THE EAST LINE OF SAID SECTION 21, A DISTANCE OF 30.00 FEET TO THE NORTHEASTERLY CORNER OF SAID ARROYA LANE AS DESCRIBED IN A DOCUMENT RECORDED IN BOOK 2678 AT PAGE 431;

THENCE S89°40'23"W, ON THE NORTHERLY RIGHT OF WAY LINE OF SAID ARROYA LANE AS DESCRIBED IN A DOCUMENT RECORDED IN BOOK 2678 AT PAGE 431, A DISTANCE OF 736.82 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID VOLLMER ROAD AS DESCRIBED IN A DOCUMENT RECORDED IN BOOK 2678 AT PAGE 430;

THENCE N21°41'10"E, ON THE EASTERLY RIGHT OF WAY LINE OF SAID VOLLMER ROAD AS DESCRIBED IN A DOCUMENT RECORDED IN BOOK 2678 AT PAGE 430, A DISTANCE OF 113.86 FEET; THENCE S68°26'02"E, A DISTANCE OF 147.97 FEET TO A POINT OF CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 21°53'35", A RADIUS OF 560.00 FEET AND A DISTANCE OF 213.98 FEET TO A POINT OF TANGENT;

THENCE N89°40'23"E, A DISTANCE OF 347.83 FEET; THENCE N88°38'55"E, A DISTANCE OF 1330.86 FEET;

THENCE S00°54'30"E, A DISTANCE OF 40.00 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN;

THENCE S00°54'30"E, A DISTANCE OF 1447.63 FEET TO THE NORTHEASTERLY CORNER OF RETREAT AT TIMBERRIDGE FILING NO. 2 RECORDED UNDER RECEPTION NO. 222715015;

THENCE ON THE NORTHERLY AND EASTERLY BOUNDARY OF SAID RETREAT AT TIMBERRIDGE FILING NO. 2 THE FOLLOWING SEVEN (7) COURSES:

- N77°00'00"W, A DISTANCE OF 251.41 FEET;
- S07°30'00"E. A DISTANCE OF 198.00 FEET TO A POINT ON CURVE:

- 3. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S07°30'00"E, HAVING A DELTA OF 83°24'30", A RADIUS OF 55.00 FEET AND A DISTANCE OF 80.07 FEET TO A POINT OF TANGENT;
- 4. S00°54'30"E, A DISTANCE OF 28.43 FEET;
- S89°05'30"W, A DISTANCE OF 150.00 FEET;
- 6. S05°57'53"W, A DISTANCE OF 241.74 FEET;
- 7. S19°50'00"W, A DISTANCE OF 225.69 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID RETREAT AT TIMBERRIDGE FILING NO. 1;

THENCE ON THE NORTHERLY BOUNDARY OF SAID RETREAT AT TIMBERRIDGE FILING NO. 1 THE FOLLOWING TWO (2) COURSES:

- 1. N71°41'17"W, A DISTANCE OF 83.46 FEET;
- 2. N53°22'30"W, A DISTANCE OF 243.17 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID RETREAT AT TIMBERRIDGE FILING NO. 2;

THENCE ON THE EASTERLY AND NORTHERLY BOUNDARY OF SAID RETREAT AT TIMBERRIDGE FILING NO. 2 THE FOLLOWING TWENTY (20) COURSES:

- 1. N36°37'30"E, A DISTANCE OF 10.00 FEET;
- 2. N53°22'30"W, A DISTANCE OF 150.00 FEET;
- N36°37'30"E, A DISTANCE OF 200.00 FEET;
   N35°37'50"E, A DISTANCE OF 108.98 FEET;
- 5. N27°50'00"E, A DISTANCE OF 94.45 FEET;
- 6. N19°43'22"E, A DISTANCE OF 95.70 FEET;
- N18°00'00"E, A DISTANCE OF 100.00 FEET; 7.
- 8. N17°19'01"E, A DISTANCE OF 103.72 FEET;
- 9. N03°30'00"E, A DISTANCE OF 107.28 FEET;
- 10. N16°19'41"W, A DISTANCE OF 155.30 FEET;
- 11. N41°00'00"W, A DISTANCE OF 256.15 FEET;
- 12. N00°00'00"E, A DISTANCE OF 208.46 FEET;
- 13. N86°05'18"W, A DISTANCE OF 253.40 FEET;
- 14. N90°00'00"W, A DISTANCE OF 378.68 FEET; 15. N12°00'00"E, A DISTANCE OF 183.00 FEET;
- 16. N78°00'00"W, A DISTANCE OF 490.00 FEET;
- 17. S12°00'00"W, A DISTANCE OF 307.77 FEET TO A POINT ON CURVE;
- 18. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS \$68°21"36"W, HAVING A DELTA OF 114°51'36", A RADIUS OF 60.00 FEET AND A DISTANCE OF 120.28 FEET TO A POINT ON CURVE:
- 19. N46°30'00"W, A DISTANCE OF 243.59 FEET;
- 20. N68°18'50"W, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 44.351 ACRES.

## **LEGAL DESCRIPTION STATEMENT:**

I, ROBERT L. MEADOWS, JR., A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

ROBERT L. MEADOWS, JR, PROFESSIONAL LAND SURVEYOR DATE COLORADO P.L.S. NO. 34977 FOR AND ON BEHALF OF CLASSIC CONSULTING ENGINEERS AND SURVEYORS, LLC