

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

PERMIT NUMBER _____

APPLICANT INFORMATION

Applicant Contact Information	
Owner	Falcon Field, LLC
Name (person of responsibility)	James C. Berger
Company/Agency	Falcon Field, LLC
Position of Applicant	Manager
Address (physical address, not PO Box)	3230 Electra Dr.
City	Colorado Springs
State	Colorado
Zip Code	80906-1087
Mailing address, if different from above	
Telephone	719-330-4000
FAX number	
Email Address	Papaberg34@aol.com
Cellular Phone number	719-330-4000

CONTRACTOR INFORMATION

Contractor	
Name (person of responsibility)	Unknown
Company	Unknown
Address (physical address, not PO Box)	
City	
State	Colorado
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 El Paso County Department of Transportation Projects.

PROJECT INFORMATION

Project Specifications	
Project Name	Falcon Field
Legal Description	<p>A PARCEL OF LAND SITUATED IN SECTION 7, TOWNSHIP 13 SOUTH, AND RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED UNDER RECEPTION NO. 202131510 OF THE RECORDS OF SAID COUNTY, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>(BEARINGS REFERED TO HEREIN ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7, SAID LINE BEING MONUMENTED AT HE WEST END BY A 3" ALUMINUM CAP STAMPED WITH COLORADO REGISTERED LAND SURVEYOR NO. 17664, AND MONUMENTED AT THE EAST END BY A 2" ALUMINUM CAP STAMPED WITH COLORADO REGISTERED LAND SURVEYOR NO. 17665, SAID LINE IS ASSUMED TO BEAR N89°08'49"W)</p> <p>BEGINNING AT THE NORTHWEST CORNER OF "ARROWHEAD ESTATES FILING NO.1" AS DESCRIBED IN PLAT BOOK Y-3, PAGE 39 OF THE RECORDS OF SAID COUNTY; SAID CORNER ALSO BEING THE NORTHWEST CORNER OF LOT 13, OF SAID "ARROWHEAD ESTATES FILING NO.1";</p> <p>THE FOLLOWING (3) THREE COURSES ARE ON THE WESTERLY AND NORTHERLY LINES OF SAID "ARROWHEAD ESTATES FILING NO.1";</p> <ol style="list-style-type: none"> 1) THENCE S00°46'12"W A DISTANCE OF 1,185.42 FEET; 2) THENCE S86°00'46"W A DISTANCE OF 327.52 FEET; 3) THENCE S00°25'05"W A DISTANCE OF 68.17 FEET TO THE NORTHERLY LINE OF THAT TRACT OF LAND DESCRIBED UNDER RECEPTION NO. 202090702 OF SAID RECORDS; <p>THENCE N89°59'43"W A DISTANCE OF 430.45 FEET ON SAID NORTHERLY LINE TO THE SOUTHWESTERLY CORNER OF "VERBURG SUBDIVISION WAIVER", A TRACT OF LAND DESCRIBED UNDER RECEPTION NO. 201000639 OF SAID RECORDS;</p>

THENCE N00°14'15"E A DISTANCE OF 1,475.39 FEET ON THE EASTERLY LINE OF SAID "VERBURG SUBDIVISION WAIVER" TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 24 AS DESCRIBED IN BOOK 840 PAGE 258 OF SAID RECORDS;

THE FOLLOWING THREE COURSES ARE ON SAID SOUTHEASTERLY RIGHT OF WAY LINE;

- 1) THENCE N50°05'41"E A DISTANCE OF 125.34 FEET TO A POINT OF CURVE TO THE LEFT;
- 2) THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 5,800.00 FEET, A DELTA ANGLE OF 03°40'20", AN ARC LENGTH OF 371.73 FEET, WHOSE LONG CHORD BEARS N48°15'41"E A DISTANCE OF 371.67 FEET;
- 3) THENCE N46°25'11"E A DISTANCE OF 760.04 FEET TO THE INTERSECTION OF SAID SOUTHEASTERLY RIGHT OF WAY LINE WITH THE WESTERLY RIGHT OF WAY LINE OF RIO ROAD, A 60 FOOT WIDE RIGHT OF WAY SHOWN ON "FALCON RANCH ESTATES SUBDIVISION" AS RECORDED IN PLAT BOOK T-2 AT PAGE 47 OF SAID RECORDS;

THE FOLLOWING (2) TWO COURSES ARE ON SAID WESTERLY RIGHT OF WAY LINE AND THE SOUTHERLY RIGHT OF WAY OF RIO ROAD;

- 1) THENCE S22°22'28"E A DISTANCE OF 219.81 FEET;
- 2) THENCE S89°10'21"E A DISTANCE OF 1,071.23 FEET TO THE NORTHWEST CORNER OF LOT 14, OF SAID "FALCON RANCH ESTATES SUBDIVISION";

THENCE S00°10'51"E A DISTANCE OF 705.04 FEET ON THE WESTERLY LINES OF SAID LOT 14 AND 13 OF SAID "FALCON RANCH ESTATES SUBDIVISION" TO THE MOST NORTHERLY NORTHWEST CORNER OF SAID "ARROWHEAD ESTATES FILING NO.1", SAID CORNER ALSO BEING THE MOST NORTHERLY NORTHWEST CORNER OF LOT 10 OF SAID "ARROWHEAD ESTATES FILING NO.1";

	<p>THE FOLLOWING (2) TWO COURSES ARE ON THE WESTERLY AND NORTHERLY LINES OF SAID "ARROWHEAD ESTATES FILING NO.1"</p> <p>1) THENCE S00°10'51"E A DISTANCE OF 151.74 FEET;</p> <p>2) THENCE N88°55'44"W A DISTANCE OF 1,314.29 FEET TO THE POINT OF BEGINNING.</p> <p>THE ABOVE TRACT OF LAND CONTAINS 2,511,970 SQUARE FEET OR 57.667 ACRES, MORE OR LESS.</p>
Address (or nearest major cross streets)	US 24 and Woodmen Road
Acreage (total and disturbed)	Total: 57.67 acres Disturbed: 57 acres
Schedule	Start of Construction: August 2021 Completion of Construction: December 2022 Final Stabilization: June 2023
Project Purpose	Commercial Lots
Description of Project	Grading, Utilities and drainage for 20 Commercial lots
Tax Schedule Number	4307000001 AND 4307200015

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.

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: 1/15/21

Falcon Field, LLC, James C. Berger, Manager

Print Name of Applicant or Representative