DISCHARGE LICENSE #

RECEPTION#: 3002989
10/8/2021 9:08:01 AM, 1 of 12
Recording: $68.00,
Tina Peters, Mesa County, CO.
CLERK AND RECORDER

GRAND VALLEY DRAINAGE DISTRICT
DISCHARGE LICENSE

Note: This License has three parts all of which must be read together: Part A is this License; Part B are the Process and Addendum that contains rules and terms that apply to all Discharge Licenses; Part C is the application "Definitions". Parts B and C are incorporated into this License by this reference.

Owner requests that the Grand Valley Drainage District (District or GVDD) issue this revocable discharge license to all the Owner to discharge the specified amount of storm water into a Facility at the specified point source.

Under penalty of law, Owner swears or affirms that (A)-(I) is true and accurate:
(Attach extra pages, if needed, to complete any required information)

A. Each Owner's name(s): _____
B. Physical address of the Property (if assigned): _____
C. Name and mailing address of Owner's representative, if any: _____
D. Owner's emergency contact person and telephone number: _____
E. County Assessor's Tax Parcel Number: _____("Property")
F. Point of compliance (outfall) [**District will construct a map or drawing as Exhibit A to become part of this Discharge License**]:
G. The volume of storm water to be discharged at the Point of Compliance: Five-year storm volume _____ (cfs); 100-year storm volume: _____ (cfs) (An engineer's calculations must be provided.)
H. The source of the storm water is [Describe where the water comes from, if from another property flowing through or on Owner's Property, describe that as well]: _____
_____
I. The nearest roads to the Point of Compliance: _____

OWNER NOTICE: READ and UNDERSTAND the Addendum and Definitions before signing this License. You must initial this License and the original of the Addendum and deliver to the District before this License is effective.

For District Use Only:
Name of District Drain or Facility: _____
The Licensed Facility is as depicted on **Exhibit A**
Drain or Facility recorded right-of-way information, if any: Reception # _____
Note: Many Drains and Facilities are prescriptive only.

BASED ON THE ABOVE promises, representations and the terms and provisions in the Addendum and the Definitions, which are part of this Discharge License, the District hereby issues, and Owner accepts, this revocable DISCHARGE LICENSE.

FOR THE DISTRICT:

By: _____ Dated: _____
District Manager

FOR THE OWNER:

By: _____ Dated: _____

Printed name and title: _____

COUNTY OF _____, STATE OF _____

I, _____, a Notary Public in and for the County and State aforesaid, whose commission expires on the _____ day of _____, 20____, do hereby certify that _____, who has/have signed above the foregoing Agreement, did so in my presence on this day.

Given under my hand this _____ day of _____, 20____.

_____
Notary Public

(NOTARY STAMP)

GVDD Discharge License Process

The Grand Valley Drainage District utilizes the Reasonable Use Rule established by the Storm WaterManagement Manual (SWMM) as adopted by the local land use authorities.

402 BASIC PRINCIPLES

402.1 Jurisdictional Cooperation

Mesa County, the Cities of Grand Junction and Fruita, the Town of Palisade, and the Grand Junction Drainage District have contracted through intergovernmentalagreements (IGA) to form the 5-2-1 Drainage Authority (Authority), under Colorado Revised Statutes, specifically CRS 29-1-204.2. The stated purpose of the Authority is to pursue unified stormwater management planning that meets the requirements of the Colorado Water Quality Control Act (25-8-101 et seq., CRS) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.) for the discharge of stormwater associated with municipal separate stormsewer systems.

- The 5-2-1 Drainage Authority no longer exists.
- The SWMM has established, "for the discharge of stormwater associated with municipal separate storm sewer systems (MS4)"

403 REGIONAL AND LOCAL PLANNING

403.1 Reasonable Use Rule

The "Reasonable Use Rule" is defined for drainage planning purposes as permitting the use of an economic and hydraulically efficient drainage systemwhich is demonstrated not to adversely impact downstream properties withinreason. This "Reasonable Use of Drainage" therefore allows development to occur while preserving the rights of adjacent property owners.

Stormwater discharges from new development and redevelopment shall be:

1. Discharged to downstream properties within the pre-developeddrainage path and in a manner and quantity and quality that approximates pre-developed conditions. If developed stormwaterdischarges occur in a more concentrated manner, then additional measures are required to protect downstream properties.

2. Limited to pre-developed rates, unless downstream drainage facilities can accommodate increased flow rates from developmentand permission/easements are granted.

- It is understood that, per section 402 that a hydraulically efficient system is a municipal separate storm sewer system. The GVDD irrigation, return flow and seep system is not a municipal separate storm sewer system and is not hydraulically efficient as it pertains to strictly stormwater conveyance. The Districts' adjustment to account for a combined hydraulically inefficient system isto allow 30% of the carrying capacity of the smallest part of the system to be utilized by development for stormwater. If prior development has utilized the 30% capacity, it is unreasonable for the District to issue a discharge license into the system for the protection of downstream and adjacent landowners and residents.

Grand Valley Drainage District
DISCHARGE LICENSE ADDENDUM
(An integral part of Discharge Licenses)

A. This Addendum is effective as of January 5, 2016, (revised October 1, 2021), and is an integral part of each Discharge License issued by the Grand Valley Drainage District ("District") on or after January 6, 2016, along with the Discharge License Definitions. The Discharge License, the Addendum and the Definitions are to be read together and construed together. A specific Discharge License may have provisions that supersede provisions of the form License and Addendum.

B. The current Discharge License form, this Addendum and the Discharge License Definitions can be viewed on the District's web site at: http://thedrainagedistrict.org

(i) Storm water ("regulated water" from today's impervious surfaces has different water quality, volume and timing characteristics that provide additional impacts to District Facilities, operations and costs (operating and capital) relative to pervious lands which are typically agricultural. In addition, present and future federal and State water quality and water related regulations dictate that the District must regulate all manner of regulated water that enters District Facilities.

C. The License for a particular Property is the District's current means of:

(i) Informing Owners discharging regulated water into Facilities or Drains of their rights, liabilities, duties and responsibilities;

(ii) Obtaining Owners' promises to abide by the terms of the License, this Addendum and pertinent District regulations and requirements, including payment of the District's current and future fees, charges and assessments; and

(iii) Informing Owners (during their ownership) of their on-going responsibility to maintain all detention facilities within the License Facility to function as designed when approved by the issuing Land Use Authority ("LUA"). NOTE: Maintenance must be performed in compliance with requirements from the LUA. Any annual PCMA reports must be provided to the District, even if one is also provided to the LUA.

D. Each person signing the Discharge License by initialing this Addendum warrants and represents to the District that:

(i) The person or entity identified as "Owner" on the License has the full right and power to bind each owner of the Property identified in the respective Discharge License;

(ii) No hazardous or other substances that are regulated by federal or Colorado law shall be discharged or allowed to flow into any District Facility or any District Drain; and

(iii) To the actual knowledge of each Owner, no water that would contribute to a reduction of the water quality of any waters in a Facility or Drain shall be discharged or allowed to flow into the License Facility, any other Facility or any Drain, except as specifically approved in advance in writing by the District. "Water quality" means as defined by the federal Clean Water Act or State of Colorado water quality statutes, presently Title 25, C.R.S., and applicable federal and State rules and LUA regulations, from time-to-time adopted and amended whichever is the more restrictive.

(iv) Each Owner agrees to hold the District harmless from claims by any person asserting that the District has liability if any warranty or representation is not true or accurate.

E. In addition to the above, other terms and provisions that apply to each District Discharge License:

(i) Limits on Use. Owner is limited in the use of the License Facility as follows:

(ii) Fencing, gates and obstructions (including landscaping) to ready District access to the Facility are STRONGLY DISCOURAGED. If Owner insists on installing or allowing such obstructions to remain, Owner agrees that upon demand from the District, obstructions must be removed by the Owner or they will be removed or destroyed by the District when the District needs access, unless the District has approved an obstruction shown on Exhibit A to the Discharge License by initialing Exhibit A.

(iii) The District will not approve fences unless they have readily re-movable sections at least twenty feet wide; gates will not be approved unless they are readily able to be opened by the District and are at least twenty feet wide.

(iv) Landscaping, buildings or irrigation systems and other improvements within the License Facility are subject to being destroyed by District equipment if they impede the work of the District; Owner hereby releases District from claims, suits or other liability for such destruction.

(v) Other examples of prohibited obstructions within the License Facility. unless approved by the District and shown on Exhibit A: Sheds, irrigation pumps and pipes and risers, landscaping, trees, shrubs, sprinkler heads and sprayers, machinery, vehicles, gardens, pavement, and hard surfaces not constructed to handle heavy District equipment.

(vi) Within ten calendar days written notice from District, Owner shall remove any obstruction within the License Facility that is not shown on Exhibit A; if Owner establishes that Owner cannot complete the obstruction removal despite due diligence and pursuit of removal to completion without unreasonable delay, the District shall allow additional time as is reasonable under the circumstances, not to exceed sixty calendar days.

(vii) In an emergency, the District may enter the License Facility with heavy equipment and personnel without notice to the Owner and take such actions as are reasonable given the information available to the District at the time of entry.

1. **Water Volume**

If the volume blanks in Section G of the License are not filled in, this License ONLY authorizes the discharge of water into the Facility at the ' historic' pre- development flow and volume rates if it is reasonable use for the system to handle the discharge (See GVDD Discharge License Process). These rates shall be part of the applicant engineer's calculations, or values determined by the District.

2. **On-Going Maintenance**

Each Owner is responsible to maintain the License Facility so that it functions as designed. If the License Facility does not function as designed, the Owner is responsible for correction of the dysfunction to bring the License Facility into conformance with the issuing LUA's regulations. If the Owner does not abate the dysfunction within thirty days of notice, the District may enter the License Facility to perform maintenance or other repairs or replacements as needed so that the License Facility functions as designed, following thirty days written notice to an Owner if the Owner has not taken such actions as is needed to cause the License Facility to function as designed within such thirty-day period. If an Owner fails to maintain the License Facility so that it functions as designed, such Owner shall pay the District all reasonable costs incurred by the District in performing maintenance required under this section within thirty days of written demand from the District.

3. **PCMA**
   (a) Owner must deliver to the District a copy of the LUA's; "Post- Construction Control Operations and Maintenance Agreement" ("PCMA") as approved by the LUA within 5 business days of a request from the District.
   (b) With respect to any storm water facility described in a PCMA, from which water flows into any District Facility, Owner agrees that the District has the right to enforce the PCMA against each Owner, jointly and severally, because the PCMA obligates the Owner, and heirs, successors and assigns, to perpetual maintenance of the storm water control and water quality control features in the License Facility and such controls are needed to protect the District's Facilities, to reduce the District's liabilities, and most importantly, to ensure that the District's drainage system works.

4. **Notice**
   (a) Written notices, notifications and reports made under this Agreement to an Owner or to the District shall be provided to the Grand Valley Drainage District, 722 23 Road, Grand Junction, CO 81505, and to the Owner at the address shown for such Owner(s) on the Mesa County Assessor website.
   (b) Notice of proposed changes to this Addendum that apply generally to Discharge Licenses will be given to the Owners and the public through the District's website or may be requested through the mail by contacting the District's offices.

5. **License Revocation**
   (a) The District may suspend or revoke this License if the District determines that any of the following have occurred or are true with respect to the Property or License Facility and following Owner's. failure to cure. any violation within thirty days. after written notice from the District of such violation(s):
      (i) Any Owner is in default of the Discharge License, this Addendum or of any adopted District resolution or regulation that is not inconsistent with the terms of the License or this Addendum;
      (ii) Any Owner or other possessor of the Property on which the License Facility is located is violating any requirement of any PCMA, as determined by either the LUA or the District;
      (iii) Any Owner or a possessor of the Property on which the License Facility is located has failed to timely fulfill and remain in compliance with any applicable NPDES permit;
      (iv) Any Owner or other possessor of the Property on which the License Facility is located is not in compliance with the requirements of 43 CFR 429.28, as amended;
      (v) Any Owner has failed to maintain the License Facility in a functional condition substantially in accordance with the final construction drawings or as-builts applicable to the development of the Property, whichever is later in time, that was approved by the LUA;
      (vi) Changes other than *de minimis* changes in the quantity, quality, or timing of discharges from the License Facility have occurred or are occurring that are inconsistent with information submitted to or possessed by the District in obtaining or issuing the Discharge License and that maybe detrimental to the District or downstream owners;
      (vii) That due to policy or system changes of the District, the District intends to revoke substantially all Discharge Licenses or substantially all Discharge Licenses in a particular basin or area served by the District and replace this and other Licenses with a substitution or amended license in accordance with then adopted policy or system changes of the District, but only if such substituted or amended permit(s) or license(s) continue to allow Owner(s) to discharge regulated water into a District Facility subject to other necessary changes, and such a change in policy or system is uniformly applied to other owners in similar circumstances. Notice

of revocation and substituted or replacement licenses or permits due to policy or system changes shall be made to the public through a legal advertisement in the Daily Sentinel and an opportunity for affected Owners to be heard before the proposed revocation, changes and issuance of new permits and licenses is accomplished.

(b) Notwithstanding subsection (a) of this section, the District shall not revoke this License based on the grounds stated in subsection (a) (i)-(vi) without providing a thirty-day written notice to the Owner and providing an opportunity of the Owner to dispute the proposed revocation at a hearing that shall afford the due process required by a local land use quasi-judicial hearing in Colorado. Any appeal of such a District decision shall lie with the Mesa County District Court, in accordance with C.R.C.P. 106(a)(4).

6. **Property Lien**

(a) Owner hereby contracts with, conveys, grants, assigns, or otherwise transfers with and to the District the right of the District to file a lien against the title to the Property for all amounts owing to the District in accordance with or pursuant to:
   (i) Fees lawfully adopted or imposed by the District;
   (ii) costs and fees and other reasonable amounts incurred by the District in enforcing the District's rights, power, discretion, authority and privileges arising out of or pursuant to Article 31 of Title 37, C.R.S. or other applicable law; and
   (iii) costs and fees and other reasonable amounts incurred by the District in enforcing the District's rights, powers and privileges set forth in or arising out of the License or this Addendum.

(b) No such lien shall be filed or enforced by the District unless the Owner has failed to pay any such amounts to the District within sixty calendar days of written demand from the District and the Board of Directors has approved the filing of such lien or liens.

(c) All amounts owing to the District shall have the priority of a lien that is subordinate to that created when ad valorem taxes are owed to a Colorado county but is superior to all others except those of other governments as provided by law or as otherwise provided by law.

(d) Notwithstanding the provisions of subsection (a) of this section 7, the District has no power or authority to file a lien against property or property interests owned by a federal agency or government, state or local government or agency thereof, or political subdivision of the State of Colorado.

7. **Compliance with Regulations**

Owner agrees to comply with all reasonable District regulations and resolutions, as amended from time to time.

8. **After Termination**

If the District terminates this License in accordance with this Addendum and declines to issue a replacement License upon application by an Owner, Owner(s) agree to:

(a) Immediately cease discharging any regulated water into any Drain or Facility; and

(b) Within sixty days of written demand from the District, at Owner's sole expense and cost, remove any improvement or other facility located on the Property or within the License Facility or Drain that discharges regulated water into any District Facility Drain or right-of-way.

9. **Volume of Discharged Water**
   (a) This License DOES NOT authorize any greater volume of water being discharged into a Facility or Drain than is greater than the amounts listed in the Discharge License, or the amount of "historic" flow as determined by the District, whichever is the smaller volume and rate of water. For example, a Licensee, perhaps a homeowner's association, that is authorized to discharge 'historic' irrigation return flows into a Facility SHALL NOT 'flush' the Licensee's system (causing greater than historic flows) UNLESS: (I) the Licensee gives the District prior notice of Licensee's desire to increase the discharge; AND (II) after consultation with the Licensee, the District gives written permission to the Licensee via email or otherwise that Licensee may discharge on specified dates for specified times and specified volumes.
   (b) "Greater volume of water" means the amount of water historically discharged from the Property prior to urban development. "Urban development" means the creation of impervious surfaces on Owner's property, e.g., pavement, driveways, roofs, structures, buildings, sidewalks. "Historic flow" means the amount, quality and rate of water leaving a Property before impervious surfaces were created on the Property.

10. **Fees and Costs**
   (a) Owner shall pay a non-refundable review fee before the District will begin to review or process Owner's application for a Discharge License.
   (b) Owner agrees to pay the District its "administrative costs" which means all costs reasonably incurred by the District in processing Owner's application and all costs reasonably associated with evaluating, issuing, monitoring, and terminating Owner's use authorization on District interests in real property, Facilities, and Drains. Such administrative costs are imposed pursuant to adopted resolutions of the Board of Directors of the District.

11. **Assignment Transfer**
   Each Owner agrees that the District may, without additional Owner consent or notice to Owner, assign, or contract with one or more local governments, (and any LUA), with regard to the Facility or Drain described herein and other District Facilities. In such event, as determined by the District, the terms and provisions hereof that benefit or protect, authorize or empower such local government or LUA may be transferred or assigned to the District , and upon such transfer or assignment each Owner's liabilities, duties, obligations and responsibilities provided for in any resolution or ordinance of such LUA or any "Post-Construction Control Operations and Maintenance Agreement" or similar agreement dealing with Best Management Practices relating to regulated water shall inure to the benefit of the District and be fully enforceable by the District as to each Owner with respect to acts, failures to act or event occurring during the time each such Owner owned an interest in the Property.

12. **Consideration**
   Each Owner agrees that each Owner has received adequate consideration so that the District is entitled to enforce the terms hereof against each Owner and each successor owner(s) of the Property, jointly and severally, with respect to acts, failures to act and events occurring during the time that each such Owner owned an interest in the Property.

13. **Owner Duty of Care**
    (a) Owner's use and occupancy of the License Facility and the Drain shall be performed with sufficient care and workmanship as required to avoid hazardous, unreasonable, or dangerous risks to any person or the property of another, including the District, its directors, officers, employees and agents and any District real or personal property.
    (b) Owner shall take such steps as are required to avoid damage, erosion or injury to the License Facility and Drain and any improvements associated with the Drain or the License Facility caused by the acts or failure to act of any Owner.
    (c) Within 30 calendar days of written demand by the District, Owner shall pay all reasonable costs needed to repair any such damage, erosion or injury to the Drain, License Facility or District real or personal property and any improvements associated with the Drain or License Facility that are caused by the act or failure to act of any Owner or person acting at the direction or with the permission of any Owner.

14. **Water Quality**
    (a) Owner shall discharge no water or other substances or liquids, into or through the License Facility or the Drain of a quantity or quality that does not comply with all applicable federal, state and LUA regulations, including all federal and State storm water regulations and all applicable PCMA requirements.
    (b) Upon adoption of a policy or regulation that applies to all licensees in substantially similar circumstances to the Owner, with respect to the License Facility, the District reserves the right to, directly or through agents, monitor flows, collect and conduct analysis of water samples, and require the Owner to periodically monitor flows and collect and conduct analysis of water samples, or provide data for purposes of verifying that the authorized discharges comply with the applicable federal, State and LUA regulations and any District policy or resolutions.
    (c) Upon written request from the District, Owner agrees to provide to the District at no cost to the District all monitoring information and analyses required of the District by federal or State water quality regulations or as required by an Owner's or possessor's NPDES permit applicable to the Property.
    (d) NPDES. Within ten business days after Owner has received notice with respect to the Property from any Colorado agency or department or from the U.S. Environmental Protection Agency, Owner shall give the District all copies of any alleged failure to comply with any NPDES permit requirement applicable to the Property or the License Facility or Drain, and copies of all changes in any NPDES permit applicable to the Property or License Facility or Drain.

15. **Ambiguity**
    If any ambiguity exists in the Discharge License, this Addendum, or the incorporated Definitions relative to the rights, obligations, duties or liabilities of the parties, including the District's rights to claim and enforce a lien and to collect amounts owing to District. Owner(s) specifically agree that each such ambiguity shall be construed in favor of District, and its directors, officers, employees, and agents even though such language was drafted by or for District.

16. **No Ownership of Water Discharged into District Facilities**
    Each Owner agrees that Owner does not own or possess any rights to the ownership of the waters discharged into District Drains or Facilities until and unless otherwise determined by a Colorado District Court pursuant to C.R.S. 37-92-101, et seq., as amended.

17. **Maintenance of Natural Wash**
Each Owner agrees that each Owner shall maintain. a clear, unobstructed by debris or vegetation or otherwise, channel and flow line for all natural washes on or across the Property; if any "natural wash" is not identified on Exhibit A, "natural wash (es)" will be those water ways identified by the District on its maps.

18. **Evaluation of Request for License**
(a) During the District's consideration of any discharge application or request, the District will evaluate the physical capacity of the applicable facility or Drain. Only when the District determines that capacity exists to safely carry Owner's regulated water, that water LUA quantity and quality regulations have been or will be complied with shall a Discharge License be issued; however, by issuing such license, Owner agrees that it shall not rely on issuance of any license as any evidence regarding capacity, water quality or safety relative to any District facility or Drain or natural channel from which water could flow onto, from or off of Owner's Property.
(b) In addition, any additional operational, environmental, or safety-related assessments deemed reasonably necessary by the District, such as seasonality of flows, water quality considerations of receiving facilities or waters, impacts on downstream interests, impacts on the MS4 facilities of local governments, and protection of District facilities will be considered during the review process.

19. **Appeal of District Staff Decisions**
An Owner may appeal any action of the District staff to the Manager or in accordance with the appeal provisions set forth in the District's Bylaws.

20. **Attorney Fees and Costs**
Owner agrees that if the District is deemed to have substantially prevailed in any court action relative to such Owner in which the District's counsel represented the District or in which the District engaged other counsel, the District shall be awarded its reasonable attorney's fees and costs.

21. **Joint and Several Owner Liability to District**
The District may enforce its rights and privileges under the License and this Addendum against each Owner of the Property, jointly and severally, with respect to acts and failures to act occurring during or arising out of the time that each such Owner was an owner.

22. **District Amendments**
This Agreement shall not be interpreted or deemed to limit the authority, privilege or right of the District to enforce changed or amended standards such as Best Management Practices or provisions of an amended SWMM against any Owner or the License Facility.

23. **Recordation**
A copy of this Addendum shall be recorded with the Mesa County Clerk and Recorder and shall, once recorded, constitute a covenant running with the Property identified in the respective Discharge License, and shall be an equitable servitude binding on present and subsequent owners of the Property in whole or in part, and their administrators, personal representatives, executors, assigns, heirs and successors in interest, in perpetuity, as described herein.

Grand Valley Drainage District
Discharge License and Addendum Definitions
Adopted January 5, 2016 – Revised October 7, 2021

"Best Management Practice" or "BMP" means activities, facilities, designs, measures or procedures used to manage storm water impacts from grading of land, removal of substantially all vegetation from land, or other land development, in order to protect and maintain water quality and groundwater recharge, and to otherwise meet the purposes of the respective land use authority (LUA) adopted regulations dealing with storm water, including but not limited to infiltration trenches, seepage pits, filter strips, bio-retention, wet ponds, permeable paving, grassed swales, forested buffers, sand filters and detention or retention basins.

"Discharge" means the entry of water or addition of any water into (a) a facility that is owned or operated or maintained by the District; or (b) a storm water facility or improvement owned by another government or entity. "District controlled" means owned or operated or maintained by the District. A storm water conveyance owned by another government pursuant to an intergovernmental agreement or other entity pursuant to § 37-31-155 is an example of a "District controlled Facility."

"Facility (ies)" means the rights-of-way, drains, pipes, tiles and other improvements owned or operated by the District "Facilities" include the drains, improvements and rights-of-way shown on the District's maps. "Functions as designed" means as drawn and specified by a Colorado Professional Engineer (P.E.) in the approved grading and drainage plan, coupled with the Colorado Discharge Permit System storm water management plan, as those plans were finally approved by the District, or if the District did not give any final approval, as finally approved by the applicable LUA at the completion of the LUA's review and approval of a development plan for the Property. When as-built drawings of the District's or LUA"s approved grading and drainage plan are completed after the completion of construction of grading and drainage plans for a development, the as-built plans shall govern over any changes or inconsistencies between the District's or LUA's approved grading and drainage plans.

"Historic Flow" means that amount, quantity and rate, of water that flowed from the parcel and into a Facility before any impervious surfaces existed on the parcel. GVDD will decide the historic flow based on the calculations of Owner's engineer once approved by the District.

"Impervious" means a man-created hard surface with a runoff coefficient of greater than 0.89, such as but not limited to asphalt or concrete paved areas, parking areas, roof areas including eaves of all man-made structures, driveways, sheds and sidewalks (outside of public rights-of-way).

"Improvement" means any man-made or man-modified change to land from its state as it existed before the year 1882 and includes grading of any land and the removal of substantially all vegetation from the surface of any land.

"Local Land Use Authority" or "LUA" means the local governments with land use authority in the District's Service Area., the cities of Grand Junction and Fruita, the town of Palisade and Mesa County.

"MS4" is the acronym for Municipal Separate Storm Sewer System, as defined by applicable federal regulations.

"Natural Washes" or "Natural Washes of the Country" are those identified as such on the District's maps. In general, 'natural washes of the country' or 'natural washes' are those channels, washes, gulches, rivers, creeks, streams (intermittent or not) which existed when the District was created due to the natural flow of water into and through the District boundaries and those created subsequently for administrative spill from irrigation canals. Specifically, Natural Washes of the Country include but are not limited to: Big Salt Wash, Little

Salt Wash, Persigo Wash, Adobe Wash, Lewis Wash, Reed Wash, Hunter Wash, Cochran Wash, Leech Creek, Indian Wash, Douglas Wash, Appleton Wash, Beehive Wash and Bosley Wash; inducing the forks and tributaries of each, notwithstanding the fact of any maintenance or other work performed by the District with regard to any such Natural Wash of the Country.

"NPDES" is the acronym for the federal National Pollutant Discharge Elimination System and implementing regulations. "Owner" means the person(s) and entity(ies) holding title to a parcel of land, as listed on the Mesa County Assessor's website or records and includes persons in possession of the Property.

"Property" means each separate piece of real estate identified in the Discharge License for which the Mesa County Assessor has assigned a "tax parcel number," but also includes those separate pieces of real estate for which the Assessor has not assigned a tax parcel number such as those owned by local governments or homeowners' associations but does not include personal property even if assigned a tax schedule number by the Assessor.

"Person" includes an individual; association; partnership; company (including a limited liability company); corporation; government, federal agency, state agency, county, municipality, Colorado political subdivision; and agent or employee thereof.

"Point of Compliance" means either:

1) The point source location where undetained or untreated storm or regulated water first enters any District facility. A Point of Compliance includes all outfalls into any District Facility and the point at which any regulated water, (including water meeting the definition of either "Waters of the United States" as defined by the U.S. Army Corp of Engineers or the U.S. E.P.A. or the State of Colorado's definition of "Waters of the State") flows into any Facility.
2) The point source location of any identified water quality control structure, as defined in the Mesa County Storm Water Management Manual, (SWMM), that outfall through a direct conveyance into any District Facility.

"Point Source" means any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, outfall, well, discrete fissure, container, from which storm water is discharged into a Facility. "Point Source" does not include return flows from irrigated agriculture or agricultural storm water runoff; in case of a question, the District will answer the question in part based on case law interpreting 40 C.F.R. §122.3 and related sections of the C.F.R.

"Regulated water" means, for purposes of this License, any surface flow, runoff, or drainage from any form of natural precipitation, including snowmelt, that flows from or off of any real property on which impervious surface(s) exist, including impervious surfaces such as a roofs, driveways, sidewalks, buildings, structures or other man-made improvement that flows into, through or on any Facility or District right-of-way. "stormwater" or "storm water" as used by the LUAs in their respective stormwater ordinances and regulations is included as "Regulated water." Water that is subject to regulation as "storm water" or "stormwater" under any Municipal Separate Storm Sewer System (MS4) permit is also included as "Regulated water".

"Road" means public and privately owned or controlled rights-of-way used for vehicular access or travel, such as streets, roads, alleys, and highways.

SWMM means the Mesa County Storm Water Management Manual, or parts thereof that have been adopted into LUA codes or regulations. As amended from time-to-time.