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NO. 97.013

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Hwy. Agreement No. PR026-97-01

BARBARA REED
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BY *[Signature]* DEPUTY

STATELINE REGIONAL STORMWATER
TREATMENT DISPOSAL SYSTEM AGREEMENT

COPY

January 29, 1997
Dated ~~December 29, 1996~~

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**STATELINE REGIONAL STORMWATER TREATMENT
AND DISPOSAL SYSTEM AGREEMENT**

This Stateline Regional Stormwater Treatment and Disposal System Agreement is entered into this ^{January, 1997} ~~29th~~ day of ~~December, 1996~~, by and among PARK CATTLE CO. ("Park"), DESERT PALACE, INC., doing business as CAESARS TAHOE ("Caesars"), HARVEY'S CASINO RESORTS, INC., doing business as HARVEY'S RESORT HOTEL/CASINO LAKE TAHOE ("Harvey's"), WIMAR TAHOE CORPORATION, doing business as LAKE TAHOE HORIZON CASINO RESORT ("Horizon"), HARRAH'S OPERATING COMPANY, INC., doing business as HARRAH'S HOTEL CASINO, LAKE TAHOE ("Harrah's"), DOUGLAS COUNTY, NEVADA ("County"), NEVADA DEPARTMENT OF TRANSPORTATION ("NDOT"), and WELLS FARGO BANK, a national association, successor by merger to FIRST INTERSTATE BANK OF NEVADA, ("Wells Fargo") (sometimes collectively referred to herein as the "Parties").

RECITALS

1. The treatment and disposal of storm water runoff from impervious surfaces in the Stateline, Nevada area is a matter of common concern to the Parties.
2. The adopted Stateline Community Plan calls for the completion of an areawide drainage system by 1996 as a contribution to meeting environmental thresholds adopted by the Tahoe Regional Planning Agency (TRPA).
3. Caesars operates a hotel casino at Stateline, Nevada, which includes areas of impervious land coverage.
4. Harvey's operates a hotel casino at Stateline, Nevada, which includes areas of

impervious land coverage.

5. Horizon operates a hotel casino at Stateline, Nevada, which includes areas of impervious land coverage.

6. Harrah's operates a hotel casino at Stateline, Nevada, which includes areas of impervious land coverage.

7. County owns and operates a roadway system at Stateline, Nevada, commonly referred to as the "Loop Road", which includes impervious land coverage.

8. NDOT owns and operates a roadway system at Stateline, Nevada, commonly referred to as "U.S. Highway 50", which includes impervious land coverage.

9. Wells Fargo owns and operates a branch bank at Stateline, Nevada, which includes areas of impervious land coverage.

10. Park owns and operates the Edgewood Golf Course at Stateline, Nevada, which includes areas of impervious land coverage and is downstream from and receives stormwater from the Caesars, Harvey's, Horizon, Harrah's, County, NDOT and Wells Fargo facilities, among others.

11. The existing stormwater discharges from Harvey's, Caesars, and Horizon are permitted under the Nevada Division of Environmental Protection's (NDEP) National Pollutant Discharge Elimination System (NPDES), NPDES Permit Nos. NV0021211 for Harvey's and NV0021229 for Caesars and Horizon.

12. Applications for NPDES permits are pending for Harrah's, Horizon, Wells Fargo and Douglas County.

13. The Harvey's and Caesars/Horizon stormwater treatment systems include existing

holding ponds.

14. The existing Harvey's and Caesars/Horizon NPDES permits establish numerical limitations on the quality of waters discharged and water quality monitoring requirements.

15. In an application to the TRPA dated January 31, 1986, Park proposed to construct an enlarged water hazard at the sixth hole in the Edgewood Golf Course in conjunction with its use as a sediment disposal pond for stormwaters contained within the Harvey's and Caesars/Horizon ponds.

16. The pond construction and proposed use for ultimate stormwater disposal was approved by the TRPA on October 7, 1986 with the condition that Park continue to work with representatives of Harvey's, Horizon, and Caesars to connect the two existing ponds to the sixth hole pond on the Edgewood Golf Course.

17. As a part of that effort, Park retained Resource Concepts, Inc. to prepare a Stateline Area Stormwater Facility Plan, the most recent administrative draft of which is dated December, 1995 (the "Stormwater Facility Plan").

18. The Stormwater Facility Plan includes an analysis of existing stormwater treatment and control facilities in the Stateline area, recommended facility improvements, the operation and maintenance of stormwater facilities and an estimate of costs of facility improvements.

19. Harrah's, Horizon and Park have prepared plans for and have implemented on-site stormwater treatment at their facilities.

20. The TRPA has adopted a revised Water Quality Management Plan (208 Plan) for the Lake Tahoe Basin which contains numerical standards on the quality of waters discharged to surface waters and ground waters.

21. The construction and operation of the facilities as described in the Stormwater Facility Plan will result in improvement in the management of stormwater runoff from impervious surfaces in the Stateline area of the Lake Tahoe Basin.

22. County and NDOT are authorized to enter into agreements, including this Agreement, for the design, permitting, construction, operation, maintenance and repair of stormwater treatment and disposal facilities in Stateline, Nevada by the Act of June 26, 1995, Ch. 360, 1995 Nev. Stat. 906.

23. The Parties desire to better define responsibility, improve planning and identify and provide for the true cost of management of stormwater runoff from impervious surfaces in the Stateline area.

24. In the interest of the public and to the extent provided in this Agreement, the Parties desire to consolidate responsibility for management of stormwater runoff from impervious surfaces within a single entity, to initiate long range master planning, to undertake water quality management and stormwater collection and treatment system maintenance activities, and to finance stormwater management adequately with charges that are reasonable and equitable so that each user of the system pays to the extent to which the user contributes to the need for it.

NOW, THEREFORE, based upon the foregoing the Parties hereto agree as follows:

ARTICLE I

INTENT

With the execution of this Agreement, it is the intent of the Parties to provide for the final design, permitting, construction, operation, maintenance and repair of the facilities described in the Stormwater Facility Plan and to the extent provided herein to:

- (a) Create a stormwater management board to manage the Stormwater System as provided for herein;
- (b) Consolidate responsibility for stormwater management activities in the Stormwater Management Board;
- (c) Subject to the voting requirements set forth in Section 3.8, prepare long range plans for continued stormwater management;
- (d) Undertake regular maintenance and inspections of all stormwater management facilities, both public and private;
- (e) Finance stormwater management adequately through the imposition of charges for each property that uses the Stormwater System;
- (f) Set charges such that the fees paid by each user reflect the extent to which the user creates need for the system and such that the charges bear a substantial relationship to the cost of service; and
- (g) Create a rate structure based on intensity of development, land use, and the amount of impervious area on each property that is fair and equitable, is simple and can be administered easily, and generates sufficient revenues to achieve the objectives of this Agreement.

ARTICLE II

DEFINITIONS

Section 2.1 "Board" means the Stormwater Management Board created under Section 3.2 of this Agreement to carry out the duties set forth in Section 3.3.

Section 2.2 "Charges" means the fees levied on Users..

Section 2.3 "Common facility" means a facility which is used for management of

stormwater runoff from impervious surfaces by more than one Party.

Section 2.4 "Impervious surface" means surfaces on or in a lot or parcel of real property that prevents infiltration of stormwater into the earth.

Section 2.5 "Plan" means a master stormwater plan prepared under the authority of this Agreement that identifies the existing stormwater system and recommends a program and specific projects for continued development and improvement of the system for the purposes of flood control and water quality management.

Section 2.6 "Run-off event" means any storm event which requires that water quality monitoring take place, pursuant to a permit issued for the Stormwater System under the National Pollutant Discharge Elimination System.

Section 2.7 "Stormwater System" means the system or network of storm and surface water management facilities, including but not limited to inlets, conduits, manholes, channels, ditches, drainage easements, retention and detention basins, infiltration facilities, and other components as well as all natural waterways identified as existing or to be constructed by the Stormwater Facility Plan as finally approved pursuant to this Agreement;

Section 2.8 "Undeveloped land" is a parcel or piece of land that is not covered by any building, structure, or improvement.

Section 2.9 "User" is the person who, by reason of its ownership or occupancy of real property within the boundaries described in Section 3.10, is responsible for the payment of charges under this Agreement.

ARTICLE III

CREATION OF STATELINE STORMWATER ASSOCIATION

Section 3.1 Establishment of Association. The Parties agree to establish the Stateline Stormwater Association with the authority and responsibilities set forth in this Agreement. The legal form of business organization which will become the Stateline Stormwater Association shall be determined by the Parties with reference to achieving the goals of this Agreement and also protecting the Parties from unnecessary liability and expense.

Section 3.2 Stormwater Management Board. The Stateline Stormwater Association shall be managed by the Board. The Board shall consist of one representative appointed by each Party for a total of eight (8) board members. The representative appointed by Park will serve as chairman for the first year. Thereafter, the position of chairman will rotate by lot to other Board members annually. The chairman will be responsible for scheduling all meetings, distributing information and signing required NDEP discharge permit reports and other required regulatory reports, permit applications, contractual agreements and other necessary documents as directed by the Board.

Section 3.3 Duties. The Board shall be responsible for implementing the terms and conditions of this Agreement, including, without limitation, the following:

- (a) Coordinating the permitting, final design, construction, operation, maintenance, and repair of the Stormwater System;
- (b) Identification of stormwater management problems;
- (c) Development of a long range master plan for stormwater management, including priorities for implementation of capital improvements;

(d) Determination of user charges in accordance with the provisions of Article VI of this Agreement;

(e) Determination of any petitions or appeals by users of the system who contest levels of charges or request waivers or exemptions from charges; and

(f) Selection of a single independent contractor to provide for all monitoring and reporting of common facilities required by this Agreement and any governmental agency with jurisdiction.

The Board shall have responsibility for implementing all aspects of the Agreement, including long range planning, plan implementation, capital improvements, maintenance of stormwater facilities, determination of stormwater charges, billing, enforcement of applicable stormwater management decisions, and hearing of appeals and petitions.

Section 3.4 Appointment - Alternates. Each member of the Board shall serve at the pleasure of the Party responsible for that member's appointment. Each of the Parties to this Agreement shall also name an alternate person to act in the event a Party's representative is not in attendance at a meeting. Each alternate shall receive notices of meetings with an invitation to attend. The alternate shall be entitled to one (1) vote in conducting the business of the Board only in the event the Party's regular member is not in attendance at the meeting.

Section 3.5 Meetings. A regular meeting of the Board shall be held without any other notice than this section on the first Monday of February of each year. The Board may provide, by resolution, the time and place for holding additional regular meetings. Special meetings of the Board may be called by or at the request of the Chairman or any two (2) members of the Board, and shall be held at such place as the Chairman or members of the Board may determine.

Section 3.6 Notice of Special Meetings. Notice of any special meeting of the Board shall be given to members of the Board not less than ten (10) nor more than sixty (60) days prior written notice delivered personally or sent by mail to each member of the Board at that member's address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. Any member may waive notice of any special meeting. The attendance of a member at any special meeting shall constitute a waiver of notice of such meeting by that member, except where a member attends a special meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the special meeting need not be specified in the notice to or waiver of notice by a Board member of such special meeting, unless specifically required by law, provided, however, that to the extent practicable any such notice shall indicate the business to be transacted at the special meeting.

Section 3.7 Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business at any meeting of the Board. Less than a majority of the members of the Board may adjourn the meeting from time to time without further notice.

Section 3.8 Voting Requirements. Except as otherwise provided herein, an affirmative vote of five (5) members of the Board at any meeting shall be required to take action. The affirmative vote of eight (8) members of the Board shall be required to expand the boundaries of the area to be served by the Stateline Stormwater Association, to approve the construction of facilities not provided for in this Agreement, to approve modifications in the design of facilities.

provided for in this Agreement, or to retain an independent contractor to provide monitoring and reporting required for those portions of the Stormwater System which are not common facilities.

Section 3.9 Books and Records. The Board shall keep correct and complete books and records of account, minutes of its proceedings and a record giving the names and addresses of the members entitled to vote. All books and records of the Board shall be kept at a location determined by the Board.

Section 3.10 Compliance with Open Meeting Law. With respect to the public, meetings of the Board shall be noticed and conducted in compliance with the requirements of Nevada Revised Statutes, Chapter 241 as it may be amended from time to time.

Section 3.11 Compliance with Public Records Law. All books and records of the Board shall be open to inspection and copying in accordance with the requirements of Nevada Revised Statutes, Chapter 239 as it may be amended from time to time.

Section 3.12 Boundaries. The boundaries of the area to be served by the Stateline Stormwater Association are: all land contained within the Loop Road including the Loop Road to the California-Nevada Stateline; Special Area 1 of Plan Area Statement 070; and the area of the Edgewood Golf Course Club House, parking lot and access road. A map showing the boundaries of the area is attached hereto and incorporated herein by this reference as Exhibit "A".

ARTICLE IV

PERMITTING, FINAL DESIGN, CONSTRUCTION

Section 4.1 NPDES Permit. Not the later than fifteen (15) days after the execution of this Agreement, the Parties agree to file an application with the Nevada Division of Environmental Protection for an NPDES Permit for the Stormwater System. A copy of the draft application to be submitted is attached hereto and by this reference incorporated herein as Exhibit "B".

Section 4.2 Application to Tahoe Regional Planning Agency. The staff of the Tahoe Regional Planning Agency (TRPA) has indicated that an environmental assessment will be required for the Stormwater System. The Parties agree to promptly request TRPA to narrow its scope. If an environmental assessment is required, Douglas County in cooperation with the Board shall solicit proposals to prepare it from firms acceptable to TRPA. The Board shall submit an application for a TRPA permit for the Stormwater System as soon as practicable.

Section 4.3 Other Governmental Approvals. As soon as practicable, the Board shall submit the Stormwater System for approval to any other governmental agency having jurisdiction.

Section 4.4 Changes Required by Governmental Review. The Parties recognize that review of the Stormwater System by governmental agencies having jurisdiction may result in approvals conditioned on changes to the Stormwater System or some part of it. In that event, each Party shall have a period of 45 days after such party has received notice that all necessary governmental approvals, except design level approvals, have been obtained for the Stormwater System in which to elect to terminate this Agreement by notice to the other Parties. Upon the

termination of this Agreement by any one or more of the Parties, the Parties who have not elected to terminate may elect to proceed with implementation of any portion of the Stormwater System which applies to those Parties and their property. An election to terminate this Agreement shall not relieve any Party from its obligations to share in costs and expenses incurred hereunder prior to the date of termination.

Section 4.5.1 Final Design and Construction. Within 60 days after each party has received notice that all necessary governmental approvals (except design approval) for the Stormwater System have been received and on expiration of the period provided for in section 4.4 without any Party electing to terminate this Agreement, the Parties agree to proceed with the final design and work and preparation of plans for the Stormwater System, as finally approved, including, without limitation (a) onsite collection and pretreatment for individual properties in accordance with the criteria contained within the Stormwater Facility Plan, as finally approved; (b) the stormwater transportation system from Harrah's to common stormwater facilities; (c) Harvey's pump station and force main; (d) the stormwater transportation system from the Loop Road, Highway 50 and Wells Fargo to common stormwater facilities; and (e) common stormwater facilities including detention ponds, pump stations and export lines.

Section 4.5.2 Individual Responsibilities. Caesars, Harvey's, Horizon, Harrah's, County, NDOT and Wells Fargo shall each provide the final design work and preparation of plans for onsite collection, pretreatment and monitoring before discharge to common facilities at their respective properties. Such final design shall comply with the requirements and criteria of the Stormwater Facility Plan, as finally approved.

Section 4.5.3 System to Transport Stormwater. Harrah's, County, NDOT and Wells

Fargo shall each provide the final design work and preparation of plans for the system to transport stormwater from impervious surfaces from their respective properties to the common facilities as may be designed pursuant to Sections 4.5.5 and 4.5.6 below.

Section 4.5.4 Pump Station Force Main. Harvey's shall provide the final design work and preparation of plans for the Harvey's pump station and force main or for such other facilities as may be required to transport stormwater from Harvey's to common facilities as may be designed pursuant to Section 4.5.5 below.

Section 4.5.5 Common Facilities. Except as provided in Section 4.5.6, NDOT and Douglas County will arrange for the final design work and preparation of plans for the 36"/42" common facilities needed to transport stormwater to the Edgewood Golf Course and Park will arrange for the final design and preparation of plans for the common stormwater treatment and disposal facilities located on the Edgewood Golf Course.

Section 4.5.6 Investigation of Separation of Impervious and Non-Impervious Stormwater Runoff. One of the criteria used in developing the proposed Stormwater Facility Plan was the separation of stormwater runoff from impervious and non-impervious surfaces, including separation of impervious surface stormwater runoff from water flowing in Golf Course Creek. With respect to Golf Course Creek, to the extent that such a separation occurs, it may affect the manner in which water flowing in Golf Course Creek from contributing properties is transported to the Edgewood Golf Course and the manner in which stormwater runoff from impervious surfaces is transported to the water hazard on the 6th hole of the Edgewood Golf Course. Although the Stormwater Facility Plan references several alternatives for such transportation and separation, it does not consider all such alternatives and the alternatives it does

consider may not be feasible to implement. In addition, complete separation may not be feasible. Feasible alternatives for such transportation and separation and feasible alternatives which do not involve separation shall be evaluated and considered in the environmental assessment referenced in Section 4.2. No alternative may be selected as the preferred alternative unless all Parties agree on the selection and upon the manner in which the cost and expenses associated with the alternative are to be shared. Once the preferred alternative is selected, the Parties who have agreed to share in its costs and expenses shall provide the final design work and preparation of plans for such alternative. The failure to select a preferred alternative under this Section 4.5.6, shall not prevent the implementation of any portion of the Stormwater System which does not involve separation of impervious surface stormwater runoff from water flowing in Golf Course Creek.

Section 4.5.7 Costs and Expenses. All costs and expenses associated with the work described in Sections 4.5.2, 4.5.3, 4.5.4 and 4.5.6 shall be borne by the Party responsible for the work. NDOT and Douglas County shall initially bear the costs and expenses associated with any required environmental assessment and shall be reimbursed for those costs and expenses in accordance with Section 6.4 below. Park shall initially bear the costs and expenses associated with the work which Park is to undertake as described in Section 4.5.5 and shall be reimbursed for those costs and expenses by the Parties in accordance with the terms and conditions of Article VI below. As summarized in Exhibit C attached hereto, Park has incurred \$92,715.33 in costs and expenses associated with preparation of the Stormwater Facility Plan and shall be reimbursed therefor by the Parties in accordance with the terms and conditions of Article VI below.

Section 4.5.8 Project Coordination and Exchange of Information. The Board shall

coordinate the final design for the Stormwater System, as finally approved. Each Party agrees to assign a project coordinator to coordinate engineering data for the successful final design of the facilities described in this Article and to provide the other Parties with a copy of the final design work for which each is responsible under this Article. Each Party agrees to review the designs and provide comments to insure consistency with the Stormwater Facility Plan, as finally approved. All final designs shall contain plans and specifications consistent with the design criteria noted in the Stormwater Facility Plan or as required by NDEP or TRPA regulations. All designs will utilize the best available technical design standards or criteria at the time of construction. A summary of the design criteria and references shall be included with all final designs.

Section 4.5.9 Completion of Final Design. All Final Designs required by this section 4.5 shall begin promptly after the date determined in accordance with Section 4.5.1 and shall be completed with diligence.

Section 4.5.10 Submission of Final Design to Board. The Final Design shall be submitted to the Board for the purposes provided in Section 5.6 and for final approval. The Board may employ such consultants as it deems necessary in order to fulfill its responsibilities under this section, section 4.5.8 and 4.5.12.

Section 4.5.11 Election to Terminate. The Parties recognize that the final design process may result in changes to the Stormwater System and that until the final design process is complete, costs associated with the construction of the Stormwater System cannot be estimated. Therefore, each Party shall have a period of 30 days after the final design process is complete and submitted to the Board in which to elect to proceed with construction or terminate this

Agreement. Upon the termination of this Agreement by any one or more of the Parties, the Parties who have not elected to terminate may elect to proceed with the implementation of any portion of the Stormwater System which applies to those Parties and their property. An election to terminate this Agreement shall not relieve any Party from its obligation to share in costs and expenses incurred hereunder prior to the date of termination.

Section 4.5.12 Construction. Subject to the provisions of Section 5.6 and Section 4.5.11, construction of the facilities required by Article IV shall be coordinated by the Board. Construction shall begin as soon as practicable after the approval required by Section 4.5.10 and expiration of the period for termination provided in Section 4.5.11, taking into account the impact of construction on the business and operations of the affected Parties and the construction season within the Tahoe Basin. It is anticipated that each User will be responsible for the timing of construction and construction of onsite collection and pretreatment facilities on their individual properties, that Park will be responsible for the timing of construction and construction of the Common Facilities on the Edgewood Golf Course and the Parties participating in other Common Facilities will be responsible for the timing of construction and construction of such facilities, subject, however, to coordination with other affected property owners.

ARTICLE V

MANAGEMENT AND OPERATIONS

Section 5.1 Allowed Use. The Stormwater System constructed pursuant to this Agreement is available to receive only stormwater runoff generated from those impervious areas described and shown in the Stormwater Facility Plan, as finally approved. Except as provided below and subject to the provisions of Section 4.5.6, the discharge of water from all other sources

into the Stormwater System is prohibited, including, without limitation, commercial, industrial or domestic wastewater, dumpster-loading dock drains, hazardous materials, hazardous waste and construction areas; provided, however, that Park may discharge water from Edgewood Creek into common stormwater facilities which also function as water hazards on the Edgewood Golf Course.

Section 5.2 Responsibilities for Operation and Maintenance of Specific Facilities.

The responsibilities of each Party for specific facilities are as set forth below. These areas of responsibility may be revised as required by modifications to the Stormwater Facility Plan as a result of governmental approvals or final designs.

A. Caesars, Harvey's, Harrah's, Horizon, NDOT, Douglas County, Park, and Wells Fargo are each responsible for the operation and maintenance of the collection, pretreatment and transport system that collects, controls, treats and transports stormwater from their respective properties before discharge to a Common Facility. Subject to the provisions of applicable NPDES Permits, each is also responsible for water quality monitoring stormwater runoff from impervious surfaces from their respective properties before discharge to a common facility.

B. The responsibility for construction, operation and maintenance of any Common Facilities and Golf Course Creek water separation resulting from the process described in Section 4.5.6 shall be determined in accordance with the agreement of the affected Parties.

C. Harrah's, Caesars, Harvey's, NDOT and Horizon are responsible for the operation and maintenance of the common 36"/42" transport line that transports storm water to the water hazard of the 6th hole of the Edgewood Golf Course ("Pond 6").

D. Douglas County and Wells Fargo are responsible for the operation and

maintenance of the existing common Loop Road system to Pond 6.

E. Park is responsible for the operation and maintenance of all water hazards on the Edgewood Golf Course, the Golf Course irrigation system, and the collection, pretreatment and transport system that collects, controls, treats, and transports stormwater runoff from impervious surfaces on the Golf Course to a Common Facility.

Section 5.3 Best Management Practices. Each User shall be responsible for implementation of Best Management Practices (BMP's) on their respective properties in order to reduce pollutants to and protect the efficiency and integrity of the Stormwater System. Generally, the BMP's that are required by TRPA and will be implemented are vegetation of disturbed soils, prevention of vehicle access to unpaved areas, temporary sediment barriers for construction areas and street/parking area sweeping.

Section 5.4 Inspection, Operation and Maintenance. Regular inspections, maintenance and repair of the Stormwater System will maintain its efficiency and integrity. Each User shall prepare a plan that describes the manner in which it will fulfill its inspection, maintenance and repair responsibilities under this Article. Each plan and each Party's responsibility shall include, but not be limited to, the following:

- A. A statement describing the purpose and importance of the Stormwater System, each User's area of responsibility and requirements to maintain system integrity;
- B. A description of the portion of the Stormwater System located on the User's property, including the function and capacity of each with figures/maps.
- C. A description of specific procedures, equipment, debris disposal and a sweeping schedule, including permanent log that identifies the schedule, actual sweeping date, time and

duration of the procedure and the cubic yards/tons of debris captured; all debris captured shall be disposed of off-site; no debris can be stored on-site except in dumpsters or other similar containment devices.

D. A description of inspection, operating and maintenance requirements, which shall include requirements for inspection after each significant Runoff Event and monthly cleaning of litter and debris from grates and pretreatment vault baffles and monthly closing and opening of isolation valves. The User must report any malfunctions or required repairs to the Board and make such repairs within a reasonable period of time.

E. All pretreatment vaults shall be regularly maintained which maintenance shall include removal of all solids and liquids from the vault, cleaning of weirs and baffles, replacement of all absorbent blankets or pillows and any other needed repairs.

F. In addition, Park's plan shall include a description of the winter and summer operation and maintenance procedures for Golf Course water hazards which are a part of the Stormwater System and the Golf Course irrigation system which receives water from the Stormwater System.

G. The establishment of water quality monitoring procedures to demonstrate the efficiency of each User component of the Stormwater System, including, sampling protocol, equipment needs, preservation techniques and quality control.

Section 5.5 Implementation of a Spill Control Plan. Each User shall prepare a spill control and countermeasure plan which includes provisions similar to plans required of Hazardous Waste Generators under 40 CFR 262. These plans shall be implemented if any Hazardous Waste or Hazardous Material are spilled on the User's property.

Section 5.6 Board Review. All final design plans, operating/maintenance plans and spill control plans shall be submitted to the Board for:

A. Coordination of improvements which are common to two (2) or more Users, including property access, necessary easement or license agreements, line connections, monitoring stations, construction disturbances, easements and future operating/maintenance concerns;

B. Technical review for conformance with the Stormwater Facility Plan, as finally approved, common improvement requirements, design criteria or standards and this Agreement; and

C. Review for completeness and consistency.

The Board will provide written coordination and technical comments, including, without limitation on engineering compatibility, with respect to each such plan. These comments will be reviewed and discussed with the affected Parties. Design revisions will be incorporated as required to meet design criteria/standards used by other Users, NDEP or TRPA. Revisions shall be required only to the extent necessary to make individual systems compatible with each other and with Common Facilities.

Section 5.7 Approval. Each User's proposed infrastructure design must receive approval from all governmental authorities with jurisdiction prior to construction. All approvals must be submitted to the Board.

ARTICLE VI

CHARGES

Section 6.1 Establishment. Consistent with this Agreement, the Board shall establish stormwater user charges to finance all necessary activities. Necessary activities generally are.

those identified in the Stormwater Facility Plan, as finally approved and at a minimum shall include administrative, monitoring, operations, maintenance, and capital improvements. Such charges shall be paid by each User of the Stormwater System and will reflect the extent to which the User creates need for the system. Such charges will be based upon the percentage of impervious surface of a User which contributes to the Stormwater System compared to the total impervious surface of all users contributing to the Stormwater System.

Section 6.2 Use of Funds. Funds received from such charges shall be used for those purposes for which the Association has been established, including but not limited to: permit fees, environmental documentation, planning; design and construction of facilities, maintenance of the Stormwater System; billing and administration; and water quality management, including monitoring, surveillance, private maintenance inspection, construction inspection, and other activities which are reasonably required. Such charges may be increased periodically, if in the judgment of the Board increases are needed to achieve stormwater management goals. Updates of the Stormwater Facility Plan, as finally approved shall include estimates of the magnitude of increases in charges that would result from implementation of the update.

Section 6.3 Individual User Facilities. Each User will be responsible for the cost and expenses associated with the design, construction, operation, monitoring, and maintenance for its on-site facilities which are not Common Facilities.

Section 6.4 Common Facilities and Administrative Charges. Costs and expenses associated with the permitting of the Stormwater System and with the design, construction, operation, monitoring and maintenance of Common Facilities shall be shared by the Users based upon the percentage of impervious surface of a User which contributes to a Common Facility,

compared to the total impervious surface of all Users which contributes to the same Common Facility. Costs and expenses associated with administrative charges approved by the Board, including charges for monitoring and reporting, and the costs and expenses incurred by Park for the Stormwater Facility Plan shall be shared based upon the percentage of impervious surface of a User compared to the total impervious surface served by the Stormwater System.

Section 6.5 Cost Sharing Table. Set forth below is a table showing each total property area and its respective impervious surface that will contribute stormwater to the Stormwater System. This information may be amended based upon more accurate information developed during the final design and based upon periodic review by the Board of changes in impervious surface. Impervious surface data will be used in the future allocation of Common Facilities design, construction, operation, monitoring and maintenance costs based upon the User's percentage of impervious surface relative to the total impervious surface served by a Common Facility.

TABLE ONE
User Impervious Surface
Preliminary

User	Total Area (Acres)	Impervious Area (Acres)	Percentage of Total Impervious Area
Harrah's	21.03	17.29	23.01%
Harvey's	16.6	11.9	15.84%
Caesar's Tahoe	22.10	17.5	23.29%
Horizon	23.86	13.43	17.87%
Wells Fargo Bank	1.81	1.6	2.13%

User	Total Area (Acres)	Impervious Area (Acres)	Percentage of Total Impervious Area
NDOT	3.42	3.42	4.55%
Douglas County	9.81	6.7	8.92%
Park Cattle	35.3	3.3	4.39%
TOTALS	133.93	75.14	100.0%

Section 6.6 Common Facilities Costs. The various Common Facilities that presently require cost sharing for operation, maintenance and construction are set forth in the tables below. Cost sharing for capital improvements include final design, inspection and construction costs.

TABLE TWO
Common 36"/42" Transport Line

User	Impervious Surface	% of Total Area
Harrah's	17.29	27.21
Caesars	17.50	27.54
NDOT	3.42	5.38
Horizon	13.43	21.14
Harvey's	11.9	18.73
TOTAL	63.54	100.0%

TABLE THREE**Existing Common Loop Road Transport Line**

User	Impervious Surface	% of Total Area
Douglas County	6.7	80.72
Wells Fargo	1.6	19.28
TOTAL	8.3	100.0%

TABLE FOUR**Golf Course Ponds 6 and 10**

User	Impervious Surface	% of Total Area
Harrah's	17.29	23.01
NDOT	3.42	4.55
Horizon	13.43	17.87
Caesar's	17.50	23.29
Douglas County	6.7	8.92
Harvey's	11.9	15.84
Park Cattle	3.3	4.39
Wells Fargo	1.6	2.13
TOTAL	75.14	100.0%

Section 6.7 Operation/Maintenance Cost Sharing. Based upon the actual cost for the operation and maintenance of Common Facilities, the Board will determine the charges for each User as provided in this Article. Each User shall pay such charges within sixty (60) days of receipt of a statement therefor.

Section 6.8 Capital Cost Sharing. Cost sharing for capital improvements may be

addressed as individual components (design, construction) or as a lump sum, if appropriate. Each User will be prepared to make payments based on actual cost, depending on the payment schedule agreed to in design or construction contracts. Each User's share of the cost of a payment schedule for capital improvements will be established by the Board. The payment schedule will comply with contract schedules.

Section 6.9 Fund. The Board will establish a fund called the Stormwater Association Fund to be used exclusively for purposes of the Association. All monies received by the Association shall be deposited into the fund. All disbursements from the fund will be for expenditures authorized by the Board in accordance with this Agreement. All common operation and maintenance or capital improvement costs shall be paid for through this fund. All payments from the fund shall be approved by the Board and disbursements from the fund shall require the signatures of at least two (2) members of the Board.

ARTICLE VII

APPEALS

Any person who believes that stormwater charges have been imposed without basis or have been determined incorrectly shall have the right of appeal and may petition the Board for a hearing to contest such charges. The appeal shall be filed in writing within thirty (30) days of the date of official notification or transmittal of the contested determination. The petitioner shall state clearly the grounds on which the appeal is based. The appeal shall be processed in the manner prescribed by the Board.

ARTICLE VIII

ENFORCEMENT

The Board and each User is authorized to enforce the provisions of this Agreement. In the event that any User fails to timely pay the charges specified herein, the Board may take whatever legal steps necessary to collect such charges. Unpaid charges shall bear interest at the rate of 10% per annum from the date due until paid.

COPY

PRETREATMENT STANDARDS - MONITORING AND REPORTING

Section 9.1 Pretreatment Standards. Stormwater runoff from each User's property shall be sufficiently treated prior to discharge to a Common Facility to allow the Stormwater System to meet discharge limitations imposed by the NPDES permit issued for the entire Stormwater System, taking into account treatment expected from Common Facilities and so as not to impair the use of Common Facilities, including the use of Common Facilities on the Edgewood Golf Course as water hazards and irrigation storage reservoirs.

Section 9.2 Monitoring and Reporting. Discharges from a User's property to a Common Facility shall be monitored and reported as follows:

(a) Water quality monitoring procedures shall be set forth in the Users' plan required by Section 5.4 of this Agreement. These procedures will be designed to monitor the efficiency of each User's pretreatment facilities for the chemical constituent and consistent with the definition listed in the discharge permit or as required by NDEP.

(b) The plan required by Section 5.4 shall include information on sampling equipment, sampling procedures, sampling location, sample preservation, chain of custody and sampling personnel. A Nevada certified laboratory shall be used for all water quality analysis.

(c) Each User shall collect stormwater samples at the established monitoring site near their property boundary and prior to mixing with other stormwater. Samples shall be collected a minimum of once each month during periods of runoff. For purposes of this section runoff is defined as any summer rainfall, rain on snow or snow melt period that generates surface flows that subsequently results in a significant discharge at the User's monitoring site. In addition,

Users agree to collect samples of all Runoff Events as defined in section 2.8.

(d) Reporting. Monitoring results obtained during the previous three (3) months shall be summarized for each month and reported on a Discharge Monitoring Report Form received by the Board no later than the 28th day of the month following the completed reporting period. A signed copy of these, and all other reports required herein, shall be submitted to the Board at an address to be determined by the Board.

(e) Test Procedures. Test procedures for the analysis of pollutants shall conform to regulations (40 CFR, Part 136) published pursuant to Section 304(b) of the Act, under which such procedures may be required unless other procedures are approved by the Division.

(f) Recording the Results. For each measurement or sample taken pursuant to the requirements of this Article, the User shall record the following information:

- (i) the exact place, date, and time of sampling;
- (ii) the dates the analyses were performed;
- (iii) The person(s) who performed the analyses;
- (iv) the analytical techniques or methods used; and
- (v) the results of all required analyses.

(g) Additional Monitoring by User. If the User monitors any pollutant at the location(s) designated herein more frequently than required by this Agreement, using approved analytical methods as specified above, the results of such monitoring shall be included in the calculation and reporting of the values required in the Discharge Monitoring Report Form. Such increased frequency shall also be indicated.

(h) Records Retention. All records and information resulting from the monitoring

activities required by this Article, including all records of analyses performed and calibration and maintenance of instrumentation and recordings from continuous monitoring instrumentation, shall be retained for a minimum of three (3) years, or longer if required by the Board.

(i) **Modification of Monitoring Frequency and Sample Type.** After considering monitoring data, stream flow, discharge flow and receiving water conditions, the Board may for just cause, modify the monitoring frequency and/or sample type.

Nothing in this Section 9.2 is intended to prevent the Board from employing an independent contractor to provide all monitoring and reporting required by it, in lieu of each User separately providing therefor.

Section 9.3 Indemnity. To the extent allowed by law each User shall indemnify, defend and hold harmless each other User, its affiliates, and the Association and their respective owners, directors, officers, shareholders, agents and employees (Indemnified Parties) from and against any and all fines, penalties, losses, costs, damages, injuries, claims, expenses, attorney's fees (including any such fees incurred in enforcing this indemnity) or liabilities (hereinafter individually and collectively referred to as "Liabilities") arising out of or resulting from or in connection with (i) the failure of the User to comply with any governmental laws and regulations applicable to such a discharge, or (ii) the failure of the User to perform any of its obligations under this Agreement. To the extent allowed by law, upon request of an Indemnified Party, the Indemnifier shall, at no cost to any Indemnified Party, defend or settle any suit or other legal proceeding asserting a claim for Liabilities, and the Indemnifier shall pay any reasonable costs and attorney's fees that may be incurred by an Indemnified Party in connection with any such claim, proceeding or suit. At any time a claim is asserted the Indemnified Party shall, as soon

as practicable, notify the Indemnifier of the assertion of any such claim and the Indemnifier shall (i) keep the Indemnified Party or Parties, subject to any such claim, fully informed as to the progress of such defense and (ii) afford Indemnified Party or Parties, each at its own expense, an opportunity to participate on an equal basis with the Indemnifier in the defense or settlement of any such claim.

ARTICLE X

INSURANCE

The Board shall explore the availability and cost and expense of liability insurance to protect the Board and the Parties to this Agreement against liabilities associated with the implementation, operation and maintenance of the Stormwater System. Based upon such information, the Board may purchase such insurance. The cost of such insurance shall be an administrative expense.

ARTICLE XI

MISCELLANEOUS

Section 11.1 No Joint Venture. The Parties specifically acknowledge that no Party is acting as the agent of any other Party in any respect, and that each Party is an independent entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their businesses, operations, affairs or otherwise; nor shall it cause them to be considered joint venturers or members of any joint enterprise.

Section 11.2 No Third Party Beneficiary. This agreement is not intended nor shall it be construed to create any third Party beneficiary rights in any person or entity that is not a Party

to the Agreement.

Section 11.3 Assignment. No Party may assign their rights and obligations under this Agreement without the prior approval of the other Parties hereto.

Section 11.4 Successors. Subject to the provision of Section 11.3 above, the terms of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

Section 11.5 Approvals. Whenever an approval, or consent to satisfaction is required of a Party pursuant to this Agreement it shall not be withheld unreasonably.

Section 11.6 Entire Agreement. This written Agreement constitutes the entire understanding between the Parties with respect to the subject matter of the Agreement and supersedes all negotiations, prior agreements and understandings between the Parties with respect to the subject matter.

Section 11.7 Further Actions. Each Party agrees to take all reasonable actions, to do all reasonable things, and to execute any and all documents and writings that may be reasonably necessary or proper to achieve the purposes and objectives of this Agreement.

Section 11.8 Good Faith. The Parties recognize and adopt the covenant of good faith and fair dealing in carrying out this Agreement.

Section 11.9 Modification. The Parties may not modify the terms of this Agreement except by written consent of the Parties.

Section 11.10 Time of Essence. Time is of the essence of this Agreement and of each and every one of its terms and conditions.

Section 11.11 Notices. All notices or other communications made pursuant to this

Agreement shall be in writing and shall be delivered personally (by hand or facsimile) or mailed, return receipt requested, to the Parties at their addresses as indicated on the execution page of this Agreement.

Section 11.12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

Section 11.13 Construction. The Parties acknowledge that each of them has had the benefit of legal counsel, has had an opportunity to review this Agreement with its legal counsel, and that this Agreement shall be construed as if jointly drafted by all Parties.

Section 11.14 Counterparts. This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original instrument, and all of which shall constitute one and the same instrument.

ARTICLE XII

NONAPPROPRIATION OF FUNDS

In the event that no funds or insufficient funds are appropriated to the Nevada Department of Transportation or by the County, are otherwise legally available to the Nevada Department of Transportation, or are otherwise legally available to the County pursuant to NRS 244.320, during any fiscal year, the Nevada Department of Transportation or the County may, after making good faith effort to secure sufficient funds, elect to terminate this Agreement on the last day of the period for which appropriations were available. Any termination under this section shall be without penalty or cost to the Nevada Department of Transportation or the County except that the Nevada Department of Transportation or the County must pay all charges for which funds shall have been appropriated or are otherwise legally available to the Nevada Department of

Transportation, or are otherwise legally available to the County pursuant to NRS 244.320. To terminate this Agreement, the Nevada Department of Transportation or the County must (A) notify all nongovernmental parties in writing of the nonappropriation of funds within ten (10) days of the date upon which the Nevada Department of Transportation or the County becomes aware that insufficient funds will be available to make all charges or obligation coming due during the remainder of the term of the agreement and (B) provide the other parties to the Agreement with a certified statement of an authorized official to the effect that conditions permitting termination of this Agreement pursuant to this section have occurred. In the event of termination, the Nevada Department of Transportation and the County agree that they will disconnect in a reasonable time, from the Stateline Stormwater System and take any necessary steps to prevent the discharge of runoff from their property to the common facilities.

ARTICLE XIII

EFFECT OF WELLS FARGO FAILURE TO EXECUTE

The Parties recognize that Wells Fargo may choose not to become a party to this Agreement. If Wells Fargo fails to execute this Agreement within ten (10) days after the last to execute of all other parties, such failure shall not affect the enforceability of it with respect to all other parties and this Agreement shall be construed and applied as if Wells Fargo was never intended to be a party to it. The non-Wells Fargo Parties agree to execute any amendment to this Agreement necessary to give effect to this Article XIII.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the date and

year first above written.

PARK CATTLE CO.
P.O. Box 2249
Stateline, Nevada 89449

DESERT PALACE, INC., dba Caesars Tahoe
P.O. Box 5800
Stateline, Nevada 89449

By Bruce Park

By [Signature]

Its President

Its SVP. GM

COPY

HARVEY'S CASINO RESORTS, INC.,
dba Harvey's Resort Hotel/Casino
Lake Tahoe
P.O. Box 128
Stateline, Nevada 89449

WIMAR TAHOE CORPORATION, dba Lake
Tahoe Horizon Casino Resort
P.O. Box C
Lake Tahoe, Nevada 89449

By [Signature]
Its SRVP + GM

By [Signature]
Its VP / GM

HARRAH'S OPERATING COMPANY,
INC., dba HARRAH'S HOTEL
CASINO LAKE TAHOE
P.O. Box 8
Stateline, Nevada 89449

WELLS FARGO BANK
P.O. Box 11007
Reno, Nevada 89520-0010

By [Signature]
Its SR.V.P. + G.M.

By N/A
Its _____

NEVADA DEPARTMENT OF
TRANSPORTATION
1263 S. Stewart Street
Carson City, Nevada 89712

DOUGLAS COUNTY, NEVADA
P.O. Box 218
Minden, Nevada 89423

By [Signature]
Its [Signature]

By [Signature]
Its Chairman, Douglas Co Commission

APPROVED AS TO LEGALITY AND
FORM
Frankie Sue DelPapa
Attorney General

APPROVED AS TO FORM
Scott Doyle
Douglas County District Attorney

By [Signature]
Its Post A.L.

By [Signature]
Its Deputy DA

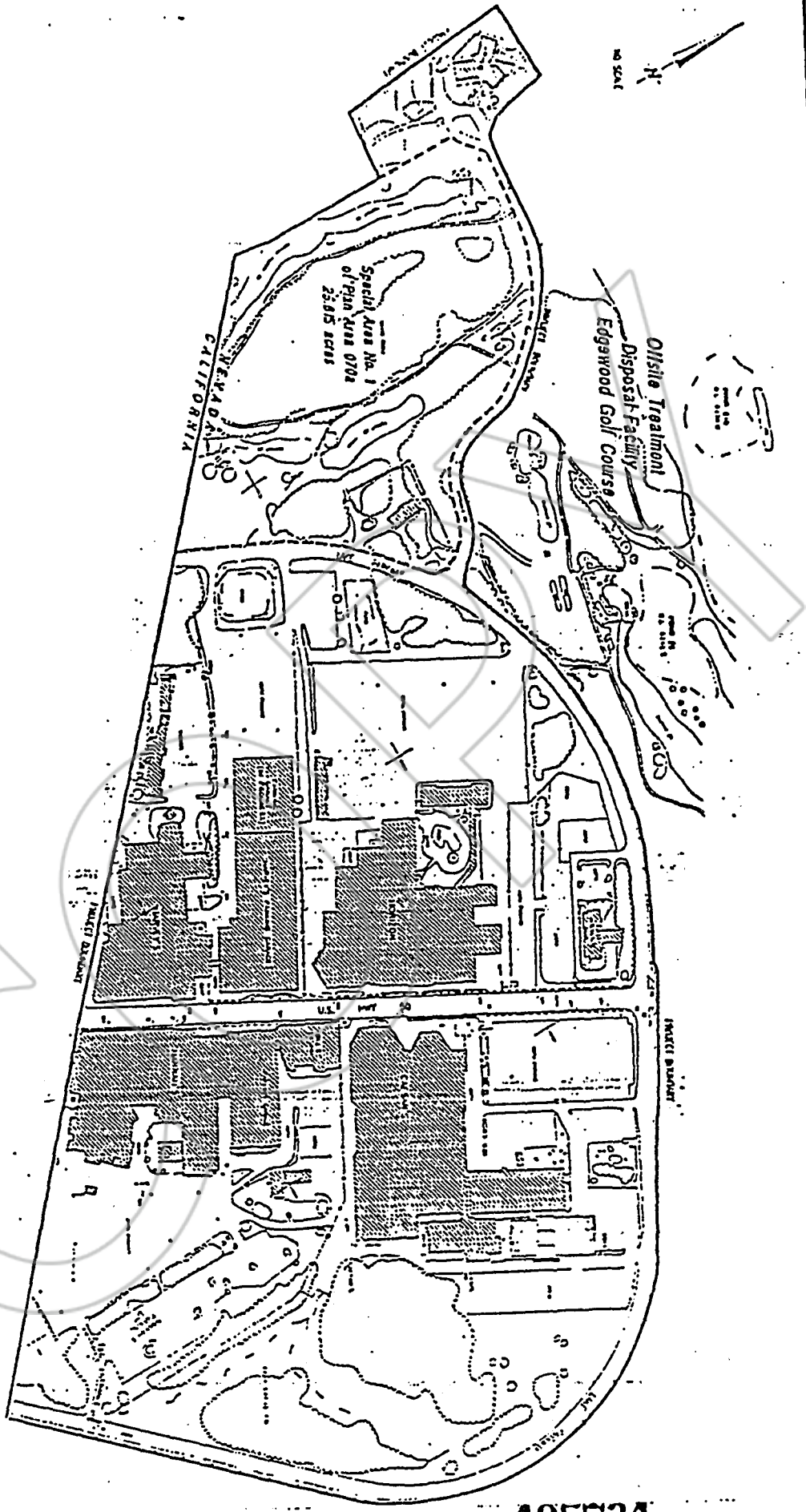


Figure No. 1
 Statewide Stormwater Association
 Project Boundary

RESOURCE CONCEPTS, INC.

405734

EXHIBIT A

BK0197PG4291

GENERAL INFORMATION

EPA I.D. NUMBER

FACILITY NAME

FACILITY MAILING ADDRESS

FACILITY LOCATION

DRAFT

PLEASE PLACE LABEL IN THIS SPACE

GENERAL INSTRUCTIONS

If a preprinted label has been provided, affix it in the designated space. Review the information carefully; if any of it is incorrect, cross through it and enter the correct data in the appropriate fill-in area below. Also, if any of the preprinted data is absent (the area to the left of the label space lists the information that should appear), please provide it in the proper fill-in areas below. If the label is complete and correct, you need not complete items I, III, V, and VI (except VI-B which must be completed regardless). Complete all items if no label has been provided. Refer to the instructions for detailed item descriptions and for the legal authorizations under which this data is collected.

POLLUTANT CHARACTERISTICS

INSTRUCTIONS: Complete A through J to determine whether you need to submit any permit application forms to the EPA. If you answer "yes" to any questions, you must submit this form and the supplemental form listed in the parenthesis following the question. Mark "X" in the box in the third column if the supplemental form is attached. If you answer "no" to each question, you need not submit any of these forms. You may answer "no" if your activity is excluded from permit requirements; see Section C of the instructions. See also, Section D of the instructions for definitions of bold-faced terms.

SPECIFIC QUESTIONS	MARK "X"			SPECIFIC QUESTIONS	MARK "X"		
	YES	NO	FORM ATTACHED		YES	NO	FORM ATTACHED
A. Is this facility a publicly owned treatment works which results in a discharge to waters of the U.S.? (FORM 2A)			X	B. Does or will this facility (either existing or proposed) include a concentrated animal feeding operation or aquatic animal production facility which results in a discharge to waters of the U.S.? (FORM 2B)			X
C. Is this a facility which currently results in discharges to waters of the U.S. other than those described in A or B above? (FORM 2C)			X	D. Is this a proposed facility (other than those described in A or B above) which will result in a discharge to waters of the U.S.? (FORM 2D)			X
E. Does or will this facility treat, store, or dispose of hazardous wastes? (FORM 3)			X	F. Do you or will you inject at this facility industrial or municipal effluent below the lowermost stratum containing, within one quarter mile of the well bore, underground sources of drinking water? (FORM 4)			X
G. Do you or will you inject at this facility any produced water or other fluids which are brought to the surface in connection with conventional oil or natural gas production, inject fluids used for enhanced recovery of oil or natural gas, or inject fluids for storage of liquid hydrocarbons? (FORM 4)			X	H. Do you or will you inject at this facility fluids for special processes such as mining of sulfur by the Frasch process, solution mining of minerals, in situ combustion of fossil fuel, or recovery of geothermal energy? (FORM 4)			X
I. Is this facility a proposed stationary source which is one of the 28 industrial categories listed in the instructions and which will potentially emit 100 tons per year of any air pollutant regulated under the Clean Air Act and may affect or be located in an attainment area? (FORM 5)			X	J. Is this facility a proposed stationary source which is NOT one of the 28 industrial categories listed in the instructions and which will potentially emit 250 tons per year of any air pollutant regulated under the Clean Air Act and may affect or be located in an attainment area? (FORM 5)			X

II. NAME OF FACILITY
 SKIP STATLINE STORMWATER ASSOCIATION

V. FACILITY CONTACT

A. NAME & TITLE (last, first, & title)
 W MARVIN TEBBEN CONSULTANT

B. PHONE (area code & no.)
 702 883 1600

VII. FACILITY MAILING ADDRESS

A. STREET OR P.O. BOX
 P O BOX 5400

B. CITY OR TOWN
 STATELINE

C. STATE D. ZIP CODE
 NV 89449

VI. FACILITY LOCATION

A. STREET, ROUTE NO. OR OTHER SPECIFIC IDENTIFIER
 HWY 50

B. COUNTY NAME
 DOUGLAS

C. CITY OR TOWN
 STATELINE

D. STATE E. ZIP CODE F. COUNTY CODE
 NV 89449

DRAFT

CONTINUED FROM THE FRONT

SIC CODES (4-digit, in order of priority)

A. FIRST (specify)		B. SECOND (specify)	
7011 Hotel and Motels		7	
C. THIRD (specify)		D. FOURTH (specify)	
		7	

I. OPERATOR INFORMATION

A. NAME		B. Is the name listed in Item VIII-A also the owner?
STATELINE STORMWATER ASSOCIATION		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

C. STATUS OF OPERATOR (Enter the appropriate letter into the answer box; if "Other", specify.)		D. PHONE (area code & no.)	
FEDERAL	M - PUBLIC (other than federal or state)	A	702 588 2205
STATE	O - OTHER (specify)		
PRIVATE			

E. STREET OR P.O. BOX
0 BOX 5400

F. CITY OR TOWN	G. STATE	H. ZIP CODE	IX. INDIAN LAND
STATELINE	NV	89449	Is the facility located on Indian lands? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

EXISTING ENVIRONMENTAL PERMITS

A. NPDES (Discharges to Surface Water)	D. PSD (Air Emissions from Proposed Sources)
NI	9 P
B. UIC (Underground Injection of Fluids)	E. OTHER (specify)
UI	9
C. RCRA (Hazardous Wastes)	E. OTHER (specify)
RI	9

Attach to this application a topographic map of the area extending to at least one mile beyond property boundaries. The map must show the outline of the facility, the location of each of its existing and proposed intake and discharge structures, each of its hazardous waste treatment, storage, or disposal facilities, and each well where it injects fluids underground. Include all springs, rivers and other surface water bodies in the map area. See instructions for precise requirements.

II. NATURE OF BUSINESS (provide a brief description)

Public and private lands that create and service a casino/tourist industry in the Stateline, Nevada area.

III. CERTIFICATION (see instructions)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this application and all attachments and that, based on my inquiry of those persons immediately responsible for obtaining the information contained in the application, I believe that the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

A. NAME & OFFICIAL TITLE (type or print)	B. SIGNATURE	C. DATE SIGNED

COMMENTS FOR OFFICIAL USE ONLY

--

Cost Incurred by:

PARK CATTLE FOR STORM WATER FACILITY PLAN PREPARATION

Cost summarized below are for the period beginning January 1, 1992 thru December 28, 1995, consistent with Facility Plan Preparation required in the May 1992 Memorandum of Understanding. Total cost is allocated to the parties per Table 1.

PREPARATION COST

CONSULTANT	COST INCURRED
Resource Concepts Inc.	\$87,327.33
Midkiiff and Associates	5,388.00
TOTAL:	\$92,715.33

COST ALLOCATION PER TABLE 1

USER	PERCENTAGE OF TOTAL IMPERVIOUS AREA	ALLOCATION (\$)
Harrah's	23.01	21,333.80
Harvey's	15.84	14,686.11
Caesar's	23.29	21,593.41
Horizon	17.87	16,568.22
First Interstate Bank	2.13	1,974.83
NDOT	4.55	4,218.54
Douglas Co.	8.92	8,270.21
Park Cattle	4.39	4,070.21
TOTAL:	100.00%	\$92,715.33

Project	Phs	Reg Bil Rate	Date	Document Number	Labor	Reimb	Const	TOTAL BILLED
43020	1		1-31-92	920077	3,294.00	99.27		3393.27
			3-04-92	920186	395.00	31.67		426.67
			3-31-92	920291	210.00			210.00
			3-31-92	920291	422.50			422.50
			4-24-92	920381	162.50			162.50
			5-26-92	920523	1,817.50	49.50		1867.00
			6-30-92	920680	1,113.50	27.00		1140.50
			7-31-92	920760	1,210.00			1210.00
			8-31-92	920908	2,797.75	228.17		3025.92
			9-25-92	921022	1,040.00	10.65		1050.65
			10-23-92	921085	4,634.25	23.35		4662.60
			11-19-92	921173	6,722.50	87.50		6910.00
			12-22-92	921351	1,298.75	65.90		1364.65
			1-29-93	921432	4,166.50	34.35		4200.85
			2-25-93	930017	1,120.25	70.65		1190.90
			3-23-93	930118	2,434.25	179.70		2613.95
			4-20-93	930229	65.00			65.00
			5-26-93	930359	2,446.25			2446.25
			6-25-93	930500	1,443.00	46.80		1489.80
			7-29-93	930646	391.25			391.25
			8-26-93	930774	412.50			412.50
			9-21-93	930849	1,156.25	24.30		1180.55
			10-27-93	931002	668.75	23.40		692.15
			12-27-93	931239	650.00	34.20		684.20
			1-27-94	940031	2,167.50			2167.50
			2-24-94	940135	1,861.25			1861.25
			3-24-94	940229	451.00	34.00		485.00
			4-21-94	940384	325.00			325.00
			5-26-94	940492	2,760.00	41.50		2801.50
			6-23-94	940655	942.50	51.50		994.00
			7-28-94	940787	373.75			373.75
			8-25-94	940933	65.00			65.00
			9-27-94	941061	32.50	164.78		197.28
			11-04-94	941193	452.50	32.85		485.35
			12-22-94	941371	173.25	60.85		234.10
			1-31-95	950088	283.75			283.75
			3-01-95	950212	2,154.00	34.00		2188.00
			4-04-95	950322	3,425.50	97.60		3523.10
			4-27-95	950431	1,013.50	58.00		1071.50
			6-05-95	950585	1,414.25			1414.25
			6-23-95	950684	1,134.00	22.50		1156.50
			7-28-95	950803	1,330.50	18.00		1348.50
			8-29-95	950974	2,224.25	87.89		2312.14
			10-26-95	951142	1,581.25	22.50		1603.75
			12-05-95	951323	1,830.75	48.50		1879.25
			1-04-96	960012	19,231.75	211.45		19443.20
					85,300.00*	2,027.35*	.00*	87327.33*

405734

BK0197PG4295

REQUESTED BY
DOUGLAS COUNTY
UNOFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'97 JAN 30 AM 1:16

LINDA SLATER
RECORDER

\$ 0 PAID KJ DEPUTY

405734

BK 0197PG4296

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE:

January 30, 1997
B. REED Clerk of the 1st Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By

[Signature] Deputy

SEAL