

IMPLEMENTING AGREEMENT
for the
COYOTE SPRINGS INVESTMENT LLC
MULTI-SPECIES
HABITAT CONSERVATION PLAN

OCTOBER __, 2007

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1.0 PARTIES

The parties to this Implementing Agreement (“Agreement”) are Coyote Springs Investment LLC, a Nevada limited liability company (“CSI”); the United States Fish and Wildlife Service (FWS), and the Bureau of Land Management (“BLM”). In this agreement, FWS is referred to as the “Service”.

2.0 RECITALS, PURPOSES AND GOALS

2.1 Recitals. The parties have entered into this agreement in consideration of the following facts:

(a) The CSI Development has been determined to provide, or potentially provide, habitat for the following listed species: Desert tortoise (*Gopherus agassizii*);

(b) The CSI Development has also been determined to provide, or potentially provide, habitat for the following unlisted species: Banded Gila monster (*Heloderma suspectum cinctum*); Western burrowing owl (*Athene cunicularia hypuges*); Three-corner milkvetch (*Astragalus geyeri triquetrus* var.); and Sticky buckwheat (*Erigonum viscidulum*);

(c) The CSI Development has been determined to potentially cause off-site impacts for the following listed species: Moapa dace (*Moapa coriacea*); Virgin River Chub (Muddy River population) (*Gila seminuda*);

(d) The CSI Development has been determined to potentially cause off-site impacts for the following unlisted species: Moapa White River springfish (*Crenichthys baileyi moapae*); Moapa speckled dace (*Thinichthys osculus moapae*); Relict leopard frog (*Rana onca*); Southwestern willow flycatcher (*Empidonax traillii extimus*); and Yuma clapper rail (*Rallus longirostris yumanensis*);

(e) The HCP also satisfies the obligations of CSI under Sec. 4(b) of the Nevada-Florida Land Exchange Authorization Act of 1988 (P.L. 100-275) (the “Act”), and associated Land Lease Agreement dated July 14, 1988 (“Lease”);

(f) Consistent with the provisions of Sec. 4(b)(3) of the Act and Sec. 4(B) of the Lease, CSI and BLM have agreed with the Service’s request to reconfigure the land holdings to minimize adverse impacts on desert tortoises and other species of wildlife and plants from CSI’s activities; and

(g) Permittee has developed a series of measures, described in the multi-species habitat conservation plan (HCP), to minimize and mitigate to the maximum extent practicable the effects of take of covered species incidental to Permittee’s covered activities.

2.2 Purposes. The purposes of this agreement are:

(a) To ensure implementation of each of the terms of the HCP;

(b) To describe remedies and recourse should any party fail to perform its obligations as set forth in this agreement; and,

(c) To provide assurances to Permittee that as long as the terms of the HCP, the permit, and this agreement are performed, no additional mitigation will be required of Permittee, with respect to covered species, except as provided for in this agreement or required by law.

2.3 Goals. This Agreement is entered into in furtherance of the following HCP goals related to the Covered Species:

- To avoid, minimize, and fully mitigate adverse effects of Covered Actions and Covered Activities and to guide CSI MSHCP implementation on Covered Species and their habitat;
- To reduce tortoise mortality from vehicles by constructing fences in appropriate locations;
- To reduce take by removing tortoises from areas before construction activities are initiated;
- To seek to control domestic pets through required fencing, leash laws, frequent animal control patrols, public education, etc.;
- To control access to lands adjacent to the development area by constructing fences (with controlled openings) between development and reserved lands; through education programs; by rehabilitating roads and trails, as well as developing trails to direct where access and impacts will occur; and with law enforcement;
- To implement an active weed and litter control program;
- To facilitate desert tortoise movement patterns by assuring that historical landscape linkages remain available;
- To contribute directly to a regional captive-breeding and tortoise-recruitment program and a local translocation, holding and rearing facility;
- To contribute to habitat enhancement and restoration programs;
- To contribute to habitat protection programs (as appropriate and authorized, provide financial assistance to BLM, Clark County and Lincoln County enforcement programs);
- To provide the opportunity for research seeking to increase:
 - an understanding of the potential role of head-starting efforts as a means of population enhancement;
 - the knowledge of genetic differentiation and recovery schemes;
 - the knowledge of the impacts of roads on excess mortality;
 - the knowledge of the implication of fires and subsequent restoration efforts in

- sustaining and enhancing habitat conditions;
- the knowledge of the efficacy of using control measures on upland weeds;
- the knowledge of the importance of habitat diversity for populations;
- the knowledge of movements (dispersal) of juvenile tortoises;
- the knowledge of means to assess population density and trends of tortoises;
- To contribute to the recovery of Listed Species; and
- To reduce the likelihood of future Federal listing of Unlisted Species.

3.0 DEFINITIONS

The following terms as used in this agreement will have the meanings set forth below:

3.1 Terms defined in Endangered Species Act. Terms used in this agreement and specifically defined in the Endangered Species Act (ESA) or in regulations adopted by the Service under the ESA have the same meaning as in the ESA and those implementing regulations, unless this agreement expressly provides otherwise.

3.2 “Area of Critical Environmental Concern” or “ACEC” means a BLM designation for an area within public lands where special management attention is required to protect and prevent irreparable damage to important historic, cultural, or scenic values; fish and wildlife resources, or other natural systems or processes; or to protect life from natural hazards.

3.3 “Adaptive Management Program” or “AMP” means the program of Adaptive Management that will be undertaken by the parties as described in Chapter 9 of the HCP.

3.4 “BLM” means the United States Department of Interior, Bureau of Land Management.

3.5 “Changed circumstances” means changes in circumstances affecting a covered species or the geographic area covered by the HCP that can reasonably be anticipated by the parties to the HCP and that can reasonably be planned for in the HCP (e.g. the listing of a new species, or a fire or other natural catastrophic event in areas prone to such event.) Changed circumstances and the planned responses to those circumstances are described in Section 8.3.1 of the HCP. Changed circumstances are not unforeseen circumstances.

3.6 “Covered Activities” means certain activities carried out by Permittee on Covered Lands (as defined below) that may result in incidental take of Covered Species (as defined below). Covered Activities means the activities described in Chapter 4 of the HCP, including, without limitation, the following activities related to urban development and agricultural activities, provided that these activities are otherwise lawful: (1) community development and construction activities, including residential development, public buildings, hotels and resorts, commercial and light

industry, road construction and maintenance, bridge construction and maintenance, horticultural and heli-ports; (2) recreational facilities and open space, including golf courses, parks, sports fields, wash corridors/preserves, pedestrian and equestrian trails; (3) utility infrastructure including power (electric, natural gas, propane), solar energy, wastewater collection, treatment and disposal facilities and system

3.7 “Covered Lands” means the lands upon which the permit authorizes incidental take of covered species and the lands to which the HCP's conservation and mitigation measures apply. These lands are described in Chapter 2 and shown on Figure 1-4 of the HCP.

3.8 “Covered species” means the following species, each of which the HCP addresses in a manner sufficient to meet all of the criteria for issuing an incidental take permit under ESA § 10(a)(1)(B): Desert tortoise (*Gopherus agassizii*); Banded Gila monster (*Heloderma suspectum cinctum*); Western burrowing owl (*Athene cunicularia hypuges*); Moapa dace (*Moapa coriacea*); and Virgin River Chub (Muddy River population) (*Gila seminude*).

3.9 “Days” means calendar days unless otherwise specified. If the date of performance is on a Saturday, Sunday, or observed state or federal holiday, the date of performance shall be construed to be the next business day subsequent to the calculated date of performance.

3.10 “Exchange Agreement” means that certain Land Exchange Agreement between Aerojet General Corporation and the United States dated as of July 14, 1988, which was entered into pursuant to the provisions of the Nevada-Florida Land Exchange Authorization Act of 1988 (P.L. 100-275).

3.11 “HCP” means the Coyote Springs Investment Multi-Species Habitat Conservation Plan prepared by Permittee for the CSI Development.

3.12 “Listed species” means a species (including a subspecies, or a distinct population segment of a vertebrate species) that is listed as endangered or threatened under the ESA.

3.13 “Permit” means the incidental take permit issued by the Service to Permittee pursuant to Section 10(a)(1)(B) of the ESA for take incidental to covered activities on or within the CSI Development, as it may be amended from time to time.

3.14 “Permittee” means Coyote Springs Investment LLC, a Nevada limited liability company.

3.15 “Planning Area” means the Covered Area and an area outside of the Covered Area, including, but not limited to, the Muddy Springs area of the Muddy River and various tributaries of the Muddy River that may be affected indirectly by Covered Activities.

3.16 “Take” means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect any listed or unlisted covered species. Harm means an act that

actually kills or injures a member of a covered species, including an act that causes significant habitat modification or degradation where it actually kills or injures a member of a covered species by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

3.17 “Unforeseen circumstances” means changes in circumstances affecting a species or geographic area covered by a conservation plan that could not reasonably have been anticipated by plan developers and the Service at the time of the conservation plan’s negotiation and development, and that result in a substantial and adverse change in the status of the covered species.

3.18 “Unlisted species” means a species (including a subspecies, or a distinct population segment of a vertebrate species) that is not listed as endangered or threatened under the ESA.

4.0 OBLIGATIONS OF THE PARTIES

4.1 Obligations of Permittee. Upon execution of this Agreement by all parties, Permittee will fully and faithfully perform all obligations assigned to it under this Agreement, the Permit, and the HCP.

4.2 Obligations of the Service. Upon execution of this Agreement by all parties, and satisfaction of all other applicable legal requirements, the Service will issue Permittee a permit under Section 10(a)(1)(B) of the ESA, authorizing incidental take by Permittee of each listed covered species resulting from covered activities on covered lands. The Service will fully and faithfully perform all obligations assigned to it under this Agreement or the HCP.

4.2.1 Permit coverage. The Permit will identify all covered species. The Permit will take effect for listed covered species at the time the Permit is issued. Subject to compliance with all other terms of this Agreement, the Permit will take effect for an unlisted covered species upon the listing of such species.

4.2.2 “No Surprises” assurances. Provided that Permittee has complied with its obligations under the HCP, this Agreement, and the Permit, the Service can require Permittee to provide mitigation beyond that provided for in the HCP only under unforeseen circumstances, and only in accordance with the “No Surprises” regulations at 50 C.F.R. §§ 17.22(b)(5), 17.32(b)(5), 222.22(g).

4.3 Interim obligations upon a finding of unforeseen circumstances. If the Service makes a finding of unforeseen circumstances, during the period necessary to determine the nature and location of additional or modified mitigation, Permittee will avoid contributing to appreciably reducing the likelihood of the survival and recovery of the affected species.

4.4 Obligations of the BLM. BLM will cooperate with the Service to timely complete all task necessary or appropriate for the full implementation of the HCP. BLM shall manage the leased lands in

accordance with the provisions the Land Lease Agreement entered into pursuant to the Nevada-Florida Land Exchange Act of 1988 and the HCP under the direction of the Service to protect and minimize any threat to federally listed endangered or threatened species. BLM will fully and faithfully perform all obligations assigned to it under this Agreement or the HCP.

5.0 INCORPORATION OF HCP

The HCP and each of its provisions are intended to be, and by this reference are, hereby incorporated herein. In the event of any direct contradiction between the terms of this Agreement and the HCP, the terms of this Agreement will control. In all other cases, the terms of this Agreement and the terms of the HCP will be interpreted to be supplementary to each other.

6.0 TERM

6.1 Initial Term. This agreement and the HCP will become effective on the date that the Service issues the Permit. This Agreement, the HCP, and the Permit will remain in effect for a period of forty (40) years from issuance of the original Permit, except as provided below.

6.2 Permit suspension or revocation. The Service may suspend or revoke the Permit for cause in accordance with the laws and regulations in force at the time of such suspension or revocation (See 5 U.S.C. § 558; 50 C.F.R. §§ 13.27 - 13.29, 222.27; 15 C.F.R. Part 904) except that the Service may revoke the Permit based on a determination that the continuation of the permitted activity would be likely to jeopardize the continued existence of the Covered Species only if the Service has not been successful in remedying the situation in a timely fashion through other means as provided in the No Surprises rule (50 C.F.R. §§ 17.22(b)(5), 17.32(b)(5), 222.22(g)). Such suspension or revocation may apply to the entire Permit, or only to specified Covered Species, Covered Lands, or Covered Activities. In the event of suspension or revocation, Permittee's obligations under this Agreement and the HCP will continue until the Service determines that all take of Covered Species that occurred under the Permit has been fully mitigated in accordance with the HCP.

6.3 Treatment of unlisted species. For purposes of paragraph 6.2 and 6.3, unlisted Covered Species will be treated as though they were Listed Species in determining the amount of take and the mitigation required.

6.4 Extension of the permit. Upon agreement of the parties and compliance with all applicable laws, the Permit may be extended beyond its initial term under regulations of the Service in force on the date of such extension. If Permittee desires to extend the Permit, it will so notify the Service at least 180 days before the then-current term is scheduled to expire. Extension of the Permit constitutes extension of the HCP and this Agreement for the same amount of time, subject to any modifications that the Service may require at the time of extension.

7.0 FUNDING

Permittee warrants that it has, and will expend, such funds as may be necessary to fulfill its obligations under the HCP. Permittee will promptly notify the Service of any material change in Permittee's financial ability to fulfill its obligations. In addition to providing any such notice, Permittee will provide the Service with a copy of its annual report each year of the Permit or with such other reasonably available financial information that the parties agree will provide adequate evidence of Permittee's ability to fulfill its obligations.

7.1 Funding Sources. CSI will impose a mitigation fee of Eight Hundred Dollars (\$800) per acre, pro-rated to the one-quarter ($\frac{1}{4}$) acre, on all development activities occurring on private land within the Development Area (as defined in the HCP). Although CSI cannot impose this mitigation fee on activities authorized by BLM, BLM may use this mitigation fee as the base for imposing mitigation fees for activities authorized by BLM within adjacent and nearby critical habitat. BLM may require payment of any such fees imposed by BLM to the HCP in connection with authorizing activities on adjacent and nearby federal land.

7.2 Fund Collection and Management. CSI will establish a §10 Trust Fund upon issuance of the Permit. The §10 Trust Fund will be established as a separate interest bearing account. All funds received by the HCP will be deposited into the §10 Trust Account.

Mitigation fees will be paid prior to the issuance of a grading permit by Lincoln County, or in any event, prior to the commencement of surface disturbing activity. CSI shall collect the mitigation fee directly from third parties or CSI may, with the Service's prior approval, enter into an agreement with a third party to collect the required mitigation fee on behalf of CSI prior to the issuance of any development or building permit, as applicable, by Lincoln County. CSI or the third party, as applicable, will provide a receipt upon the payment of the mitigation fees which receipt will be presented to the County prior to the issuance of a grading or other development or building permit, as applicable. In the event an approved third party is collecting the mitigation fee, such third party will promptly deposit all such mitigation fees into the §10 Trust Account or promptly deliver all such funds to CSI for deposit into the §10 Trust Account.

All Permit administration, implementation and maintenance expenses will be paid from the §10 Trust Account. Funds will be expended in the manner approved by the EC (as defined in the HCP) in accordance with an approved work plan and budget. Funds remaining in the account upon expiration of the term, or any extended term, of the Permit will be retained in an interest bearing account and expended in cooperation with the Service solely and exclusively for conservation measures consistent with recommendations of the AMP (as defined in the HCP).

8.0 MONITORING AND REPORTING

8.1 Planned periodic reports. As described in the HCP, Permittee will submit periodic reports describing its activities and results of the monitoring program provided for in the HCP.

8.2 Other reports. Permittee will provide, within 30 days of being requested by the Service, any additional information in its possession or control related to implementation of the HCP that is requested by the Service for the purpose of assessing whether the terms and conditions of the Permit and the HCP, including the HCP's adaptive management plan, are being fully implemented.

8.3 Certification of reports. All reports will include the following certification from a responsible company official who supervised or directed preparation of the report:

I certify that, to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of this report, the information submitted is true, accurate, and complete.

8.4 Monitoring by Service. The Service may conduct inspections and monitoring in connection with the Permit in accordance with their regulations. (See 50 C.F.R. §§ 13.47, 220.47.)

9.0 CHANGED CIRCUMSTANCES

9.1 Permittee-initiated response to changed circumstances. Permittee will give notice to the Service within seven days after learning that any of the changed circumstances listed in Table 8-1 of the HCP has occurred. As soon as practicable thereafter, but no later than 60 days after learning of the changed circumstances, Permittee will modify its activities in the manner described in Section 8.3.1 or Table 8-1 of the HCP, to the extent necessary to mitigate the effects of the changed circumstances on covered species, and will report to the Service on its actions. Permittee will make such modifications without awaiting notice from the Service.

9.2 Service-initiated response to changed circumstances. If the Service determines that changed circumstances have occurred and that Permittee has not responded in accordance with Section 8.3.1 or Table 8-1 of the HCP, the Service will so notify Permittee and will direct Permittee to make the required changes. Within 30 days after receiving such notice, Permittee will make the required changes and report to the Service on its actions. Such changes are provided for in the HCP, and hence do not constitute unforeseen circumstances or require amendment of the permit or HCP.

9.3 Listing of species that are not covered species. In the event that a non-covered species that may be affected by covered activities becomes listed under the ESA, Permittee will implement the “no-take/no-jeopardy” measures identified by the Service until the permit is amended to include such species, or until the Service notifies

Permittee that such measures are no longer needed to avoid jeopardy to, take of, or adverse modification of the critical habitat of, the non-covered species.

10.0 ADAPTIVE MANAGEMENT

10.1 Permittee-initiated adaptive management. Permittee will implement the adaptive management provisions in Section 7.2 of the HCP, when changes in management practices are necessary to achieve the HCP's biological objectives, or to respond to monitoring results or new scientific information. Permittee will make such changes without awaiting notice from the Service, and will report to the Service on any actions taken pursuant to this section.

10.2 Service-initiated adaptive management. If the Service determines that one or more of the adaptive management provisions in the HCP have been triggered and that Permittee has not changed its management practices in accordance with Section 7.2 of the HCP, the Service will so notify Permittee and will direct Permittee to make the required changes. Within 30 days after receiving such notice, Permittee will make the required changes and report to the Service on its actions. Such changes are provided for in the HCP, and hence do not constitute unforeseen circumstances or require amendment of the permit or HCP, except as provided in this section.

10.3 Reductions in mitigation. Permittee will not implement adaptive management changes that may result in less mitigation than provided for covered species under the original terms of the HCP, unless the Service first provides written approval. Permittee may propose any such adaptive management changes by notice to the Service, specifying the adaptive management modifications proposed, the basis for them, including supporting data, and the anticipated effects on covered species, and other environmental impacts. Within 120 days of receiving such a notice, the Service will either approve the proposed adaptive management changes, approve them as modified by the Service, or notify Permittee that the proposed changes constitute permit amendments that must be reviewed under Section 12.2 of this Agreement.

10.4 No increase in take. This section does not authorize any modifications that would result in an increase in the amount and nature of take, or increase the impacts of take, of covered species beyond that analyzed under the original HCP and any amendments thereto. Any such modification must be reviewed as a permit amendment under Section 12.2 of this agreement.

11.0 LAND TRANSACTIONS

11.1 Acquisition of land by Permittee. Nothing in this Agreement, the HCP, or the Permit limits Permittee's right to acquire additional lands. Any lands that may be acquired will not be covered by the Permit except upon amendment of the Permit as provided in section 12.2 of this agreement.

11.2 Disposal of land by Permittee. The Covered Activities are associated with the creation of a new town constituting the CSI Development. Because the sale and development of the land constitutes an integral part of the CSI Development (as described in the HCP) the sale of parcels,

dedication of land or any other land transfer to any other party will not require approval by the Service or an amendment of the Permit.

12.0 MODIFICATIONS AND AMENDMENTS

12.1 Minor modifications.

(a) Any party may propose minor modifications to the HCP or this Agreement by providing written notice to all other parties. Such notice shall include a statement of the reason for the proposed modification and an analysis of its environmental effects, including its effects on operations under the HCP and on Covered Species. The parties will use best efforts to respond to proposed modifications within 60 days of receipt of such notice. Proposed modifications will become effective upon all other parties' written approval. If, for any reason, a receiving party objects to a proposed modification, it must be processed as an amendment of the permit in accordance with subsection 12.2 of this section. The Service will not propose or approve minor modifications to the HCP or this Agreement if the Service determines that such modifications would result in operations under the HCP that are significantly different from those analyzed in connection with the original HCP, adverse effects on the environment that are new or significantly different from those analyzed in connection with the original HCP, or additional take not analyzed in connection with the original HCP.

(b) Minor modifications to the HCP, the Permit and this Agreement processed pursuant to this subsection may include but are not limited to the following:

- (1) corrections of typographic, grammatical, and similar editing errors that do not change the intended meaning;
- (2) correction of any maps or exhibits to correct errors in mapping or to reflect previously approved changes in the permit or HCP;
- (3) minor changes to survey, monitoring or reporting protocols;
- (4) updating construction windows for the Covered Species. In the event the standard construction window established for a species covered by the HCP is revised by the Service, then such revised construction windows within the HCP shall automatically be modified;
- (5) modifying mitigation area enhancement and management techniques;
- (6) approval of a management plan for the Coyote Springs Resource Management Area ("CSRMA") by and between CSI and BLM; and
- (7) any other modifications to the HCP that are consistent

with the educational and biological goals and objectives of the HCP that the Service has analyzed and approved, including modifications resulting from the implementation of the AMP (as defined in the HCP).

(c) Any other modifications to the HCP or this Agreement will be processed as amendments of the permit in accordance with subsection 12.2 of this section.

12.2 Amendment of the Permit. The Permit may be amended in accordance with all applicable legal requirements, including but not limited to the ESA, the National Environmental Policy Act, and the Service's permit regulations. The party proposing the amendment shall provide a statement of the reasons for the amendment and an analysis of its environmental effects, including its effects on operations under the HCP and on Covered Species.

13.0 REMEDIES, ENFORCEMENT, AND DISPUTE RESOLUTION

13.1 In general. Except as set forth below, each party shall have all remedies otherwise available to enforce the terms of this Agreement, the Permit, and the HCP.

13.2 No monetary damages. No party shall be liable in damages to any other party or other person for any breach of this Agreement, any performance or failure to perform a mandatory or discretionary obligation imposed by this Agreement or any other cause of action arising from this Agreement.

13.3 Injunctive and temporary relief. The parties acknowledge that the Covered Species are unique and that their loss as species would result in irreparable damage to the environment, and that therefore injunctive and temporary relief may be appropriate to ensure compliance with the terms of this Agreement.

13.4 Enforcement authority of the United States. Nothing contained in this Agreement is intended to limit the authority of the United States government to seek civil or criminal penalties or otherwise fulfill its enforcement responsibilities under the ESA or other applicable law.

13.5 Dispute resolution. The parties recognize that disputes concerning implementation of, compliance with, or termination of this Agreement, the HCP, and the Permit may arise from time to time. The parties agree to work together in good faith to resolve such disputes, using the informal dispute resolution procedures set forth in this section, or such other procedures upon which the parties may later agree. However, if at any time any party determines that circumstances so warrant, it may seek any available remedy without waiting to complete informal dispute resolution.

13.5.1 Informal dispute resolution process. Unless the parties agree upon another dispute resolution process, or unless an aggrieved party has initiated administrative proceedings or suit in federal court as provided in this section, the parties may use the following process to attempt to resolve disputes:

(a) The aggrieved party will notify the other parties of the provision that may have been violated, the basis for contending that a violation has occurred, and the remedies it proposes to correct the alleged violation.

(b) The party alleged to be in violation will have 30 days, or such other time as may be agreed, to respond. During this time it may seek clarification of the information provided in the initial notice. The aggrieved party will use its best efforts to provide any information then available to it that may be responsive to such inquiries.

(c) Within 30 days after such response was provided or was due, representatives of the parties having authority to resolve the dispute will meet and negotiate in good faith toward a solution satisfactory to all parties, or will establish a specific process and timetable to seek such a solution.

(d) If any issues cannot be resolved through such negotiations, the parties will consider non-binding mediation and other alternative dispute resolution processes and, if a dispute resolution process is agreed upon, will make good faith efforts to resolve all remaining issues through that process.

14.0 MISCELLANEOUS PROVISIONS

14.1 No partnership. Neither this Agreement nor the HCP shall make or be deemed to make any party to this Agreement the agent for or the partner of any other party.

14.2 Notices. Any notice permitted or required by this agreement shall be in writing, delivered personally to the persons listed below, or shall be deemed given five (5) days after deposit in the United States mail, certified and postage prepaid, return receipt requested and addressed as follows, or at such other address as any party may from time to time specify to the other parties in writing. Notices may be delivered by facsimile or other electronic means, provided that they are also delivered personally or by certified mail. Notices shall be transmitted so that they are received within the specified deadlines.

Deputy Manager
United States Fish and Wildlife Service
California/Nevada Operations Office
2800 Cottage Way, Room W-2606
Sacramento, California 95825
Telephone: 916-414-6464
Telefax: 916-414-6486

Nevada State Director
Bureau of Land Management
1340 Financial Blvd.
Reno, Nevada 89502-7147
Telephone: 775-861-6400

Telefax: 775-861-6601

VP of Entitlement Services
Coyote Springs Investment LLC
6600 N. Wingfield Parkway
Sparks, Nevada 89436
Telephone: 775-626-6000
Telefax: 775-626-8925

14.3 Entire agreement. This Agreement, together with the HCP and the Permit, constitutes the entire agreement among the parties. It supersedes any and all other agreements, either oral or in writing, among the parties with respect to the subject matter hereof, including, without limitation, that certain Memorandum of Agreement by and between the Service, BLM and CSI dated as of March 31, 2001, and that certain letter of understanding dated May 20, 2005, and contains all of the covenants and agreements among them with respect to said matters, and each party acknowledges that no representation, inducement, promise or agreement, oral or otherwise, has been made by any other party or anyone acting on behalf of any other party that is not embodied herein.

14.4 Elected officials not to benefit. No member of or delegate to Congress shall be entitled to any share or part of this Agreement, or to any benefit that may arise from it.

14.5 Availability of funds. Implementation of this Agreement and the HCP by the Service and BLM is subject to the requirements of the Anti-Deficiency Act and the availability of appropriated funds. Nothing in this Agreement will be construed by the parties to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury. The parties acknowledge that the Service or BLM will not be required under this Agreement to expend any federal agency's appropriated funds unless and until an authorized official of that agency affirmatively acts to commit to such expenditures as evidenced in writing.

14.6 Triplicate originals. This Agreement may be executed in any number of triplicate originals. A complete original of this Agreement shall be maintained in the official records of each of the parties hereto.

14.7 No third-party beneficiaries. Without limiting the applicability of rights granted to the public pursuant to the ESA or other federal law, this Agreement shall not create any right or interest in the public, or any member thereof, as a third-party beneficiary hereof, nor shall it authorize anyone not a party to this Agreement to maintain a suit for personal injuries or damages pursuant to the provisions of this Agreement. The duties, obligations, and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed under existing law.

14.8 Relationship to the ESA and other authorities. The terms of this Agreement shall be governed by and construed in accordance with the ESA and applicable federal law. In particular, nothing in this Agreement is intended to limit the authority of the Service to seek penalties or otherwise fulfill their responsibilities under the ESA. Moreover, nothing in this Agreement is intended to limit or diminish the legal

obligations and responsibilities of the Service or the BLM as an agency of the federal government. Nothing in this Agreement will limit the right or obligation of any federal agency to engage in consultation required under Section 7 of the ESA or other federal law; however, it is intended that the rights and obligations of Permittee under the HCP, the Permit and this Agreement will be considered in any consultation affecting Permittee's use of the Covered Lands.

14.9 References to regulations. Any reference in this Agreement, the HCP, or the Permit to any regulation or rule of the Service shall be deemed to be a reference to such regulation or rule in existence at the time an action is taken.

14.10 Applicable laws. All activities undertaken pursuant to this Agreement, the HCP, or the Permit must be in compliance with all applicable state and federal laws and regulations.

14.11 Successors and assigns. This Agreement and each of its covenants and conditions shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns. Assignment or other transfer of the permit shall be governed by the Service's regulations in force at the time.

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Implementing Agreement to be in effect as of the date that the Service issues the permit.

By: _____
Deputy Manager
United States Fish and Wildlife Service
California/Nevada Operations Office
Sacramento, California

Date: _____

By: _____
State Director
Bureau of Land Management
Nevada State Office
Reno, Nevada

Date: _____

By: _____
Harvey Whittemore, Manager
Coyote Springs Investment LLC
Las Vegas, Nevada

Date: _____