



WILDLIFE MITIGATION AND
ENHANCEMENT PLAN

BATTLE MOUNTAIN
PLANNED UNIT DEVELOPMENT
(REVISED FEBRUARY 28, 2008)

1.0 INTRODUCTION

This Wildlife Mitigation and Enhancement Plan (the “*Plan*”), developed for the proposed Battle Mountain PUD (the “*Project*”), proposes commitments by Ginn Battle North, LLC, a Georgia limited liability company, Ginn Battle South, LLC, a Georgia limited liability company, and Ginn-LA Battle One Ltd., LLLP, a Georgia limited liability limited partnership (collectively “*Ginn*”), to avoid adverse impacts to wildlife where feasible; and where avoidance is not feasible, mitigation measures can be implemented to minimize and compensate for such impacts to wildlife.

This Plan has been developed to avoid, minimize and mitigate potential wildlife impacts resulting from the Battle Mountain PUD. The standards contained in this plan are consistent with, or exceed, those associated with other wildlife mitigation and enhancement plans prepared for other developments in the region.

2.0 DOG AND PET CONTROL

2.1 There shall be no dogs permitted on the golf course or at the golf course facilities at any time.

2.2 The owner(s) of each unit within the Battle Mountain PUD will be permitted to have up to two dogs, two cats and their offspring up to three (3) months old. Dogs will be prohibited on residential lots until adequate outdoor facilities to contain the animals (i.e., fences, walled space, dog runs, or kennels) are installed on the lot. These facilities must be located immediately adjacent to the residence and within the building envelope, and shall meet the design requirements of the Architectural Control Board, which may be more restrictive than the requirements of this Plan. If the facilities are inadequate to contain the dog(s), the dog(s) will be removed until an appropriate structure is built.

2.3 At no time are dogs or cats allowed to run freely within the Battle Mountain PUD. When dogs are outside the residence and outdoor facility, as described above, the dog(s) must be controlled by a leash and under the direct control of its owner(s) or owner’s representative at Battle Mountain. Off their property, in developed areas, owners and owner’s representatives shall be required to immediately pick up any fecal waste of their animals and dispose of the same in the appropriate manner. Guests of homeowners shall comply with all dog control measures contained herein, and such other restrictions as may be implemented in the Covenants. Battle Mountain shall be subject to any and all leash laws and other pet regulations as adopted by the Town of Minturn (the “*Town*”).

2.4 Any dog harbored on-site must be licensed by the appropriate governmental entity, and must wear the identification tags issued.

2.5 The Battle Mountain Property Owner’s Association (the “*Association*”) and the Club Property Owner shall have primary responsibility for enforcing these dog and pet covenants. The Town may also control stray dogs within Battle Mountain. Persons not in compliance with these dog restrictions will be responsible for any and all costs incurred or fines imposed by the Association, the Club Property Owner, and/or the Town for enforcing these provisions.

2.6 Battle Mountain property owners and employees will be educated regarding dog and pet policies. Homeowners will be educated that they should not feed dogs and other pets outside their homes, including decks, to avoid attracting nuisance wildlife and predators. The Association will install signage regarding the leash law, and will install waste containers in common areas. Additional dog and

animal policies may be developed by the Association or the Club Property Owner that are more restrictive and/or more explanatory than those listed in this Plan.

3.0 FENCING

3.1 Fencing will be minimized throughout the Battle Mountain PUD to facilitate local and migratory wildlife movements, optimize habitat availability, and reduce wildlife mortality, except for designated security fencing; character fencing (including privacy fencing); dog runs; seasonal ski area boundary fencing; temporary erosion, sediment control and construction fencing; fencing associated with the golf facility; and any PUD perimeter boundary fencing.

3.2 Any golf facility fencing shall be installed and maintained by the Association or the Club Property Owner. All fencing associated with the golf facility must be wildlife compatible.

3.3 Any PUD perimeter boundary fencing shall be installed and maintained by the Association or the Club Property Owner. All PUD perimeter boundary fencing must be wildlife compatible.

3.4 All approved residential fencing shall be restricted to areas within the building envelopes to facilitate local and migratory wildlife movements, optimize habitat availability, and reduce wildlife mortality. Homeowners will be permitted a privacy fence, provided it is immediately adjacent to the house and is entirely within the designated building envelope, unless specifically approved by the Association. Residential fencing may be subject to more restrictive provisions as stated in the Covenants, Design Guidelines, or other governing documents of the property.

3.5 “Wildlife compatible fencing” is limited to a maximum of three strands of wire or two wooden rails. Individual rails shall not be more than four inches tall to provide adequate space for wildlife to move between rails. The top of the top rail or wire strand shall not be higher than 42 inches above mean ground level. With the exception of a split-rail design, a rail fence shall not have a top rail oriented horizontally whose width perpendicular to the ground exceeds 1 inch. This measure is to prevent snow accumulation atop the top rail from restricting big game movements. The middle wire strand shall be no higher than 30 inches above mean ground level, providing a 12 inch kickspace below the top strand. The bottom rail or wire strand shall be at least 18 inches above mean ground level, to provide sufficient clearance for passage of elk calves, deer fawns, and other wildlife.

4.0 HOME SITING AND BUILDING ENVELOPES

4.1 Home siting and design criteria, together with restrictions on fencing, are designed to be compatible with continued local and migratory wildlife movement corridors.

4.2 Building envelopes governing the location of all structures shall be created for all residential lots to minimize loss of native vegetation and to optimize habitat availability. Prior to any ground disturbance, the building envelope shall be delineated by snow fencing or sediment fencing to contain and limit ground disturbance.

5.0 PEREGRINE SEASONAL USE RESTRICTIONS

5.1 From 1997 to 2005 a nesting pair of peregrine falcons occupied four different nest sites within the cliff band across from proposed development on the Bolts Lake Character Area, as

depicted on *Exhibit A* attached hereto (the “2005 active nest site” or the “cliff band”, as appropriate). No peregrine nesting was detected on these cliffs in 2006 or 2007. Substantial project modifications, including the elimination of ski terrain within ¼ mile of the nesting cliff, reduced ski terrain extending no closer than approximately .33 mile to the 2005 active nest site, a reduction and modification in the number of lots and layout of Neighborhood G, and the relocation of the Bolts Lake gondola to approximately ¾ mile from the 2005 active nest site have been incorporated into project planning to avoid and minimize impacts to the peregrine. In the event the peregrine falcon is de-listed as a State species of concern, this Section 5 shall automatically terminate and be of no further force or effect.

5.2 No homes will be built within ½ mile of the 2005 active nest site. In the event the peregrine subsequently establish a nest site that is within ½ mile of any homesite, human activities reasonably related to the occupancy and use of any such homesite are allowed and are not restricted or otherwise limited by this Section 5.

5.3 Any ski lift constructed within ½ mile of the cliff band shall be a low profile lift. An existing low profile lift that is within the ½ mile radius of a subsequently established active nest site is acceptable and will not require relocation or further modifications. Ginn agrees that it will close all lifts within the ½ mile radius of the cliff band on March 15 of each season. In the event there are no confirmed active nest sites in the cliff band for any five (5) consecutive year period, Ginn agrees that it will close all lifts within the ½ mile radius of the cliff band each season upon the later of March 15 or the date upon which peregrine sightings are confirmed in the immediate vicinity of the Project. Summer maintenance activities on ski lifts constructed within the ½ mile radius of the cliff band shall be subject to the seasonal restrictions set forth in Section 5.5 below if there has been a confirmed sighting of a peregrine in the immediate vicinity of the Project in that calendar year.

5.4 The cliff band will be monitored, at Ginn’s expense, until the later of the expiration of a period of 5 years from the effective date of this Plan or until the cumulative total income credited to the Wildlife Mitigation Fund established in accordance with Section 12.3 has reached the sum of \$100,000.00, at which time funding for continued monitoring shall be provided by the Wildlife Mitigation Fund for a minimum of 10 years from the effective date of this Plan.

5.5 The seasonal use restrictions described in Sections 5.5.1 through 5.5.3 and this Section 5.5 shall be implemented during the initial 5 year period from the effective date of this Plan based on the location of the 2005 active nest site and any then currently active nest site within the cliff band. At no time shall activities west of U.S. Highway 24 be subject to any restrictions; including, without limitation, that (i) at no time shall there be any restriction applicable within Zones R-H or R-I, and (ii) at no time shall there be any restriction against development and operation of service and access roads, recreation trails, or other similar uses or activities lying generally to the west of the upper eastern apex of the curve of Highway 24 situated to the east of Zone R-H. Subsequent to the expiration of the initial 5 year period, the seasonal use restrictions described in Sections 5.5.1 through 5.5.3 and this Section 5.5 shall be implemented in any year in which a confirmed active nest site exists and for a period of five (5) years following the last year in which a confirmed active nest site exists within the cliff band identified in Exhibit A. If there are no confirmed active nest sites in the cliff band for any five (5) consecutive year period, the seasonal use restrictions described in Sections 5.5.1 through 5.5.3 and this Section 5.5 shall be suspended and not implemented until such time as an active nest site is confirmed to exist in the cliff band. The determination of whether an active nest exists shall be made by a qualified biologist, whose finding shall be confirmed by CDOW, using commonly accepted standards and methodologies.

5.5.1 From March 15 through July 1, except as provided in Section 5.2 no human activities will be allowed within ½ mile of an active nest site within the cliff band (the “*Buffer Zone*”).

5.5.2 If nesting has occurred in any particular year, except as provided in Section 5.2, no human access will be allowed within the *Buffer Zone* from July 1 to fledging or July 31, whichever is earlier. If nesting has occurred in any particular year, activities other than those addressed in Section 5.2 that occur after the earlier of fledging or July 31 shall, to the extent reasonably possible, start from the furthest distance from the nest site that was active in that particular year.

5.5.3 From August 1 through March 14, there shall be no access or use restrictions; provided, however, that Ginn shall not cause helicopter use within ½ mile of an active nest site until the last peregrine nesting in an active nest site has fledged.

5.5.4 Collection of peregrine eggs, fledging and young collection shall be conducted only by CDOW with prior authorization from Ginn and the Town.

6.0 RECLAMATION AND LANDSCAPING

6.1 Landscaping plans for all residential lots shall promote the use of native plant materials to reduce watering requirements and to minimize wildlife damage. A species list shall be developed and maintained by the Architectural Control Board.

6.2 Wildlife habitats disturbed by construction activity outside of building envelopes shall be reseeded or replanted with those native plant species originally present. Where service access is required, trees may be excluded from buried or overhead utility corridors. Driveway and road shoulders may exclude trees and shrubs to maximize vertical and horizontal sight-distances and reduce the probability of road-killed wildlife.

7.0 NUISANCE WILDLIFE: BEARS, MOUNTAIN LIONS, TRASH REMOVAL

7.1 The following measures are implemented within the Battle Mountain PUD to reduce potential bear problems:

7.1.1 Any garbage storage containers located outside of a structure must use bear proof trash containers.

7.1.2 Outside storage of trash and garbage, no matter how briefly (e.g., overnight) at any residence or anywhere in the development (except in bear-proof containers) is prohibited. Notwithstanding the foregoing or any other provision of this Plan, trash containers that are not bear-proof may be taken to the collection point (e.g., the end of the driveway) the morning of collection, not the night before, and must be returned to the inside of the garage prior to 7 PM on the night of collection. Doors accessing structures storing garbage shall be kept closed at all times, except for reasonable periods to allow ingress and egress.

7.1.3 Pets shall not be fed outside. Bowls of pet food left outside will attract bears and other predators (e.g., coyotes) and nuisance species (e.g., skunks). Some of these wildlife species may kill pets, or carry disease that can be transmitted to pets and which may be fatal to pets and to humans.

7.1.4 Bird feeders are known to attract bears. Therefore all bird feeders, including hummingbird feeders, should be hung away from any window or deck, be at least 10' from the ground, and be suspended between two trees or posts. Any seed feeders should have a seed catchment pan to catch discarded seed. It is recommended that bird feeders be brought in during the nighttime hours. If despite these measures, bird feeders continue to be accessed by bears, any such accessible feeder shall be removed for the remainder of the season. Except for permitted bird feeders, the feeding, baiting, salting or other means of attracting wildlife is prohibited.

7.1.5 There shall be no dumps or underground disposal of refuse on residential lots. Residents will be prohibited from using a garden compost pile.

7.1.6 All owners will, as available, receive a copy of the Colorado Division of Wildlife's ("CDOW") brochure entitled "*Living with Wildlife in Bear Country*".

7.1.7 Trash and garbage containers on the golf course shall be bear proof.

7.2 Mountain lions are occasionally present year-round in the vicinity of the Battle Mountain PUD, but may be more common from fall through spring when deer and elk (prey species) are wintering and fawning/calving on the Property. In other areas of Colorado where subdivisions encroached upon mountain lion habitat containing high concentrations of prey species, encounters between lions, humans and their pets have increased. The following measures are implemented to minimize lion-human conflicts:

7.2.1 With the exception of bird feeders, the feeding, baiting, salting or other means of attracting wildlife to individual yards or development facilities will be prohibited.

7.2.2 Trash and garbage containers on the golf course shall be bear proof.

7.2.3 All owners will, as available, receive a copy of CDOW's brochure entitled "*Living with Wildlife in Mountain Lion Country*".

8.0 RIPARIAN/WETLANDS

8.1 Riparian habitats support some of the highest wildlife values of any habitat type. Therefore the Battle Mountain PUD has been substantively planned to avoid impacts to all sensitive wetland resource areas from project-related construction and other ground disturbance activities.

8.2 Riparian enhancement for areas within the Bolts Lake Character Area will help this community achieve its wildlife potential and improve non-game and fishery values.

8.3 Golfers on the Battle Mountain PUD will be educated on avoidance of wetlands and other sensitive areas, primarily during bird nesting and fledging periods (May 1 through August 31).

9.0 HUNTING

9.1 Ginn agrees to allow limited guided big game hunting within designated areas of the Battle Mountain PUD. Hunting shall be restricted to individuals accompanied by a bona fide guide/outfitter in good standing with the Guide and Outfitter Board of Colorado. Ginn reserves the right to select and approve an outfitter(s) of its choice, under an agreed upon contract, to restrict the number of hunters at any time, and to collect fees for hunting privileges.

9.2 Ginn may restrict outfitters to hunt only beyond reasonable proximity to residential areas and the amenities of the Battle Mountain PUD.

10.0 GOLF COURSE AND/OR OPEN SPACE MANAGEMENT

10.1 DISTURBANCE OF WILDLIFE

10.1.1 Bona fide use of the golf course (i.e. golfing) is allowable even if wildlife are on the course as long as it occurs during applicable golf seasons (April 15 through November 15), but employees, homeowners, guests and visitors within the Battle Mountain PUD will be prohibited from chasing, scaring, frightening, disturbing or otherwise harassing in an attempt to coerce big game off of golf courses and open space, except as provided herein.

10.1.2 Ginn, the Association, and the Club Property Owner, or their designated representatives, shall have the right to locally restrict wildlife from recreational areas of open space, including but not limited to golf course tees, greens, landscaping, clubs, ski runs, and other sensitive areas by using temporary fencing and other passive means. Any fencing erected shall not restrict free movement of wildlife and shall be used in small, isolated areas to help direct wildlife and/or people.

10.1.3 The following measures are implemented within the Battle Mountain PUD to minimize the impacts on elk:

10.1.3.1 Prior to construction in or adjacent to areas designated as winter range habitat on the attached *Exhibit B ("Winter Range Habitat")*, snow fencing or sediment fencing shall be erected as necessary to contain and limit ground disturbance to native vegetation.

10.1.3.2 Exterior nighttime lighting associated with all golf course facilities in Winter Range Habitat and Wildlife Movement Corridors shall be downcast.

10.1.3.3 Snowmobile use on the golf course shall be restricted to official golf course maintenance personnel. The Club Property Owner shall utilize good faith efforts to minimize snowmobile use.

10.2 SEASONAL USE RESTRICTIONS

10.2.1 The following seasonal restrictions are implemented within the Battle Mountain PUD:

10.2.1.1 Construction of golf course facilities in the Winter Range Habitat shall be limited to daylight hours from November 15 through March 31.

10.2.1.2 Use of the golf course shall be limited to daylight hours from April 15 through May 15.

10.2.1.3 Use of the golf course Winter Range Habitat from November 15 through March 31 shall be limited to that required for maintenance and security purposes.

11.0 CONSTRUCTION REQUIREMENTS

11.1 Contractors, subcontractors, delivery personnel, and their employees and other employees within the PUD shall be prohibited from bringing dogs to construction sites, but dogs may be left in vehicles. Vehicles with pets in them may only be on the Ginn property for a total of 2 hours per day.

11.2 All construction sites shall install and use certified bear-proof trash containers for any refuse associated with food or drink. Such receptacles shall be in place before any significant ground disturbance occurs. All construction personnel associated with the project shall be initially briefed about the bear issue and the need to properly handle and dispose of all materials that can attract bears. At no time will any refuse that has been associated with food or drink be allowed to be available to any wildlife species. This regulation shall apply to any and all work associated with the project as a whole (e.g., road construction, golf course construction, utility installation, etc.).

12.0 WILDLIFE MITIGATION

12.1 Wildlife ranges that will be affected by the proposed development include, but may not be limited to, elk winter, transitional, and summer ranges, movement corridors, and a variety of habitats used by small mammals, birds, predators and other wildlife groups.

12.2 While most wildlife ranges on the PUD have been avoided, some ranges will be developed. Wildlife which formerly wintered on these areas may be displaced to adjacent habitats. Enhancement of adjacent, undisturbed winter range, through fertilization, burning, shrub manipulation, etc., is an effective compensatory approach that can be implemented on-site and on adjacent properties to accommodate animals displaced from developed portions of Battle Mountain.

12.3 **Wildlife Mitigation Fund.** In order to fully compensate for any impacts upon wildlife habitat which may be caused by the proposed development, Ginn shall take such measures as are required to implement and make enforceable a program that imposes a 0.075% transfer fee *on bona fide* sales of any Dwelling Unit (as defined in the PUD Guide), not including sales of Employee Housing Units (as defined in the PUD Guide) or sales, transfers or exchanges by and between the Ginn Companies, by and between the Ginn Companies and any Homeowners Association or Club or other entity with a similar function, or any other transaction with Ginn and the Town mutually agree shall be exempt. (The transfer tax shall be calculated by multiplying the purchase price by 0.00075. Under this formula, the transfer fee on a \$1,000,000.00 sale equals \$750.) The transfer fee shall terminate and be of no further force or effect at such time as the cumulative total revenues from the transfer fee reach a total of \$3,500,000.00.

12.4 The **Wildlife Mitigation Fund** shall be maintained by the Ginn Companies or their designee in an interest bearing account. The account, and the transfer fees collected by Ginn, shall be audited at the request of the Town. Funds in the Wildlife Mitigation Fund shall be expended as directed by a Wildlife Committee that shall include 1 representative from the Town, 1 representative from CDOW, 1 representative from the Ginn Companies, and 2 representatives from the Homeowners Association or an entity with a similar function. Funds shall be spent only on wildlife enhancement projects including, but not limited to, habitat improvement, stream and riparian enhancements, fee title purchases, conservation easement purchases, and wildlife studies.

12.5 It is the intent of Ginn, CDOW and the Town that all mitigation efforts be focused on those species that are impacted by the Project. The Wildlife Committee shall be governed by the following order of priority for expending monies from the Wildlife Mitigation Fund: on site, lands immediately adjacent to the Project, lands within the same drainage as the Project, lands within the same Big Game Management Unit as the Project, and finally, lands within the same Data Analysis Unit as the Project. Notwithstanding the foregoing, all monies from the Wildlife Mitigation Fund shall be spent within Eagle County.

12.6 It is further the intent of Ginn, CDOW and the Town that the Wildlife Mitigation Fund be available to fund mitigation efforts for the life of the Project. At least 50% of the funds payable to the Wildlife Mitigation Fund annually shall be maintained as reserves in an interest bearing account. Interest earned on such reserves may be used to fund mitigation projects as directed by the Wildlife Committee.

12.7 Whirling Disease. Ginn shall design all water reservoirs in a manner that will reduce, to the extent reasonably feasible, the inadvertent transfer of live fish out of or between the reservoirs.

13.0 CDOW INDEMNIFICATION

13.1 It is anticipated that wildlife will cause damage to landscaping within the Battle Mountain PUD. Ginn, on behalf of itself and its successors in interest to any portion of the Battle Mountain PUD, indemnifies the CDOW against all future claims from any and all future wildlife damage claims.

14.0 ADDITIONAL COMMITMENTS

14.1 This Wildlife Mitigation and Enhancement Plan is incorporated by reference into the PUD Guide and shall not be amended without the written consent of a majority vote of the Wildlife Committee.

14.2 This Plan will become effective upon each phase of the project only at such time as the final plat for that particular phase has been approved.

14.3 In the event the Battle Mountain PUD Final Development Plan is not approved and implemented, Ginn shall not be required to implement any component of this Plan.

15.0 ENFORCEMENT

15.1 The authority to enforce the terms of this Plan is granted to the Association and to the Club Property Owner. In the event that there is a violation of this Plan by an owner within the PUD, then the following procedures shall be taken by the Association or the Club Property Owner to enforce the terms hereof:

15.1.1 The owner violating the Plan shall first receive written notice of the violation, which notice shall state that the violation must be cured immediately. If the violation cannot reasonably be cured immediately, then the period of cure shall be extended to such time as is reasonably necessary to cure the violation.

15.1.2 If additional violations of the same type occur, or if the owner does not timely correct the initial violation, then a fine may be assessed against the owner in

amount described below. These fines shall be payable to the Association or Club Property Owner and are in addition to any fines imposed by the Town or other lawful authority.

15.1.3 Fine Structure

15.1.3.1 No fine for the initial violation. Compliance must occur within the designated time period.

15.1.3.2 \$350.00 fine for a second violation of the same type within a one (1) year period.

15.1.3.3 \$1,000.00 fine for each successive violation of the same type within a one (1) year period of the previous violation. If the owner violating this Plan has received a fine of \$1,000.00 in the previous 12 month period, all subsequent fines for a violation of the same type shall be doubled.

15.2 All collected fines will be paid to Association and shall be used for the purpose of educating owners and guests of the Project with respect to wildlife issues, or for the purpose of further enhancing or protecting wildlife and their habitats within the PUD.

15.3 The Association may take such action as is reasonably necessary to cause the violation to cease, including entry on the property of the owner if necessary.

15.4 If after a consecutive twelve (12) month period with no similar violations, then a written warning will be the next and first offense.

15.5 An “owner”, for the exclusive purpose of this Section 15.0 shall mean any person residing in the PUD, whether an actual owner, renter or leasee or other occupant.

15.6 Any guest or visitor of any owner who violates these wildlife regulations will be subject to the fines or violations or both as set forth herein. If the fines are not paid, or if the violations are not remedied by such guest, then the owner will be responsible for the payment of the fine and any other appropriate remedy.

15.7 If any employee within the PUD is found to be in violation of these provisions, then the offending employee is subject to the same enforcement provisions and such other disciplinary action as may be taken by the employer, including possible termination of employment.

15.8 Any contractor, subcontractor and/or their workers who violate any provision of this Plan shall immediately remedy the situation and receive a warning. A second subsequent and similar violation shall result in the immediate eviction from the PUD of the offending person(s) for a period of seven (7) calendar days. A third subsequent and similar violation will result in the immediate eviction of the offending person(s) for a period of fifteen (15) calendar days. A fourth subsequent and similar violation by the offending person(s) shall result in permanent eviction of the offending person(s) from the PUD.

15.9 If the Association or the Club Property Owner knowingly fail to enforce this Plan, the Association or the Club Property Owner, as appropriate, will be in violation and will be fined according to the fine structure outlined in this Section 15.0 upon written notice from the Town.

15.10 In the event of conflict between the Covenants, the Design Guidelines and this Plan, then the most restrictive provision will apply.

15.11 The Town may enforce any and all provisions of this Plan, in their sole discretion.

16.0 EDUCATION

16.1 Homeowners will be educated about local wildlife issues by providing each owner a copy of this Plan and the CDOW bear and mountain lion brochures at or before the time of closing. Both brochures are available on the CDOW's website:

www.dnr.state.co.us/wildlife/education/coexisting_with_wildlife/htm

17.0 WILDLIFE MORTALITY ON LOCAL ROADS

17.1 Vehicle speeds on most proposed roads within the PUD should be slow enough to avoid killing most wildlife that may be crossing roads. Speed limits shall be 35 mph or less, as posted. Obeying posted speed limits would not only reduce wildlife mortality, but would also reduce the risks of damage to personal property and injury to motorists. PUD residents will be educated about avoiding wildlife on roads.

17.2 No harassment of wildlife with motor vehicles will be allowed.

18.0 MISCELLANEOUS

18.1 If any clause or provision of this Plan shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

18.2 The captions of each section are added for convenience only and shall be considered of no effect in the construction of any provision of this Plan.

18.3 The terms and provisions of this Plan shall be deemed a burden and a benefit to the property within the Battle Mountain PUD, and shall run with the land. Any transfer or conveyance of the lands within the Battle Mountain PUD to another party shall thereafter bind such other party and all of Ginn's obligations hereunder shall then terminate with respect to such land.

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BATTLE MOUNTAIN
PLANNED UNIT DEVELOPMENT

PEREGRINE NESTING AREA



