# AMENDMENT TWO TO AGREEMENT FOR THE CONVEYANCE OF LANDS AND INTERESTS IN LANDS BETWEEN THE

### STATE OF WYOMING BOARD OF LAND COMMISSIONERS AND

## THE UNITED STATES OF AMERICA AT GRAND TETON NATIONAL PARK, WYOMING

greement for the	Conveyance of Lands and Interests in Lands
day of	, 2016 by and between: the State of
s (Board), whose	address is 122 West 25 <sup>th</sup> Street, Cheyenne, WY
, acting through	the Department of the Interior (Department),
ashington D.C. 2	0240 (collectively referred to as Parties).
	day of s (Board), whose a , acting through

### RECITALS

Whereas the Parties entered into an Agreement for the Conveyance of Lands and Interests in Lands (Agreement) on December 16, 2010 whereby the Department would acquire 1405.91 acres of state trust lands within the boundaries of the Grand Teton National Park (Park or GRTE) and generally identified as follows:

Antelope Flats (DOI Reference No. GRTE Tract 05-121): surface and minerals -- 640 acres, more or less

Kelly on Gros Ventre Road (DOI Reference No. GRTE Tract 06-102): surface and minerals -- 640 acres, more or less

Snake River (DOI Reference No. GRTE Tract 02-118): surface and minerals – 86.32 acres, more or less

Jackson Lake (DOI Reference No. GRTE Tract 08-167): surface and minerals – 39.59 acres, more or less; and

Whereas the Agreement specified that the United States, acting through the Department, would acquire the state trust lands that lie within the Grand Teton National Park through a phased acquisition on a parcel-by-parcel basis, each for a specified amount, and on or before a specific date, as follows:

Jackson Lake Parcel	\$ 2,000.00	On or before January 5, 2012
Snake River Parcel	\$16,000,000.00	On or before January 5, 2013
Antelope Flats Parcel	\$45,000,000.00	On or before January 5, 2014
Kelly on Gros Ventre Road Parcel	\$46,000,000.00	On or before January 5, 2015;

Whereas the United States has acquired the Jackson Lake Parcel and the Snake River Parcel but did not acquire the Antelope Flats Parcel by the specified deadline of January 5, 2014 or the Kelly on Gros Ventre Road Parcel by the specified deadline of January 5, 2015; and

Whereas the Agreement provided that the deadlines may only be altered with written concurrence of both Parties; and

**Whereas** the Parties wish to alter the deadlines for the conveyance of the remaining state parcels from state ownership to the United States; and

Whereas 2014 Wyo. Sess. Laws Ch. 48 extended the authority granted to the Board under 2011 Wyo. Sess. Laws Ch. 51 to convey all its right, title, and interest in the state parcels to the Department by sale pursuant to the terms of the Agreement until December 31, 2016;

**NOW, THEREFORE,** in consideration of the mutual promises, agreements and covenants set forth in this Amendment Two, the Parties agree to amend the Agreement as follows:

1. **Purpose.** Subject to compliance with applicable federal and state law, by executing this Amendment Two and in return for the promises and covenants made herein, the Board hereby grants the Department the rights to acquire, in the order specified below, the identified state lands pursuant to the terms and conditions contained in this Amendment Two.

Specifically, the Board provides the Department this opportunity to acquire clear title to the Antelope Flats and Kelly on Gros Ventre Road parcels more particular described as:

Antelope Flats (DOI Reference No. GRTE Tract 05-121):

<u>Township 43 North, Range 115 West, 6<sup>th</sup> P.M., Teton County, WY</u>

Section 16

640 ± acres

**Kelly on Gros Ventre Road** (DOI Reference No. GRTE Tract 06-102) <u>Township 43 North, Range 115 West, 6<sup>th</sup> P.M., Teton County, WY</u> Section 36  $640 \pm acres$ 

2. **Phased Acquisition.** The Parties shall continue to work collaboratively to complete the acquisition of the state parcels at the earliest possible date as funding is made available.

The Department may acquire the state parcels in the following order, for the listed amounts, by the listed deadlines:

<u>Order</u>	<u>Parcel</u>	<u>Amount</u>	<u>Deadline</u>
$1^{st}$	Antelope Flats	\$46,000,000.00	December 31, 2016
$2^{\text{nd}}$	Kelly on Gros Ventre Road	\$46,000,000.00	December 31, 2016

This Agreement and Amendments thereto shall expire on December 31, 2016, and upon expiration the Department shall have no further rights thereunder.

3. <u>Costs.</u> The Parties recognize that provisions of applicable state and federal law may be inconsistent in addressing responsibilities for particular costs. The Parties commit to work together in good faith to resolve this in a matter that the State will generally not be responsible for costs.

- 4. <u>Conditions.</u> The actions provided for under this Amendment Two are conditioned upon the availability of appropriations and compliance by each Party with the requirements of applicable laws. The Parties hereto intend to use their best efforts to effectuate the conveyances.
- 5. **Recording.** The Department is responsible for recording the documents conveying title to the two state parcels with the Register of Deeds of the Teton County Clerk's Office. The Department is responsible for paying its own recording fees.

#### **General Provisions:**

- 1. <u>Same Terms and Conditions.</u> With the exception of items explicitly delineated in this Amendment Two, all terms and conditions of the Agreement, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- 2. **Entirety of Agreement.** The Agreement, consisting of ten (10) pages, Attachment A, a map consisting of one (1) page, Amendment One, consisting of six (6) pages, and this Amendment Two, consisting of four (4) pages, represent the entire and integrated agreement between the Parties and supersede(s) all prior negotiations, representations, and agreements, whether written or oral.

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IN WITNESS THEREOF, the parties to this Amendment Two through their duly authorized representatives have executed this Amendment Two on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment Two as set forth herein. The effective date of this Amendment Two is the date of the signature last affixed to this page.

Wyoming Board of Land Commissioners 122 West 25 <sup>th</sup> Street Herschler Building	United States of America Secretary of the Interior	
Cheyenne, WY 82002	1849 C Street, NW Washington, D.C. 20240	
By: Governor Matthew H. Mead Date:	By: Date:	_
ATTORNEY GENERAL'S OFFICE: APP	ROVAL AS TO FORM	

Megan Nicholas, Senior Assistant Attorney General