

**FOURTH AMENDMENT
TO THE
AGREEMENT BETWEEN
THE UNITED STATES DEPARTMENT OF THE INTERIOR
AND THE JACKSON HOLE AIRPORT BOARD**

This Fourth Amendment to the Agreement Between the United States Department of the Interior and the Jackson Hole Airport Board is entered into effective the 1st day of September, 2013, by and between the Jackson Hole Airport Board, a body corporate organized under the laws of the State of Wyoming (the "Board"), and the United States of America acting through the Department of the Interior (the "Department").

WHEREAS, the Act of March 18, 1950, 16 U.S.C. §§7a-7e authorizes the Secretary of the Interior to enter into agreements with public agencies, such as the Board, for the improvement, operation and maintenance of airports within national parks;

WHEREAS, pursuant to said Act, the Department and the Board entered into an Agreement dated April 27, 1983, as amended July 29, 1985, July 30, 2003 and May 18, 2011 (the "Agreement"), for the operation of the Jackson Hole Airport within Grand Teton National Park (the "Park");

WHEREAS, Section 3 of the Agreement provides for the Board's payment to the United States of 1% of the first \$200,000 in Operating Receipts, and 1.5% of Operating Receipts in excess of \$200,000, with Operating Receipts being defined to exclude certain receipts described in Attachment A to the Agreement;

WHEREAS, the Board and the Department agree that the Airport's existence in the Park causes the Department to incur expenses which exceed the amounts received by the Department in accordance with the existing fee payment formula; and

WHEREAS, the Board and the Department agree that the fee formula set forth in this Fourth Amendment is necessary for the Department to recoup such expenses, and does not exceed the value of the services actually received by the Board from the Department in relation to the Airport's existence and operation in the Park.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 3 of the Agreement is amended by striking the first and second sentences of the first paragraph thereof and substituting the following:

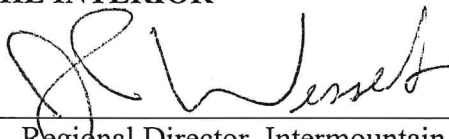
In consideration of the permission to use the land described above and the other terms and conditions herein specified, the Board shall perform snow removal services for the Airport access road and parking lots, and maintain the access road

as set forth in Section 7(e) of this Agreement (which services were formerly performed by the Department), and pay to the United States a sum equal to three percent (3%) of the first Four Million Dollars (\$4,000,000) of Operating Receipts of the Board, and four percent (4%) of any Operating Receipts of the Board exceeding Four Million Dollars (\$4,000,000) which are received in any Board fiscal year. "Operating Receipts" as used in this subparagraph shall mean those funds received by the Board as a result of operations carried on at the Airport, but shall not include federal, state or local grants, loan receipts, revolving funds, interest income, receipts from the Town of Jackson or Teton County, Wyoming, receipts from any contract to provide security screening or law enforcement services at the Airport, or other receipts described in the annexed **Attachment A** as not being subject to this fee.

2. The effective date of this Fourth Amendment shall be September, 1 2013. Sums due to the United States under the provisions of this Fourth Amendment with respect to the Board's Operating Receipts during fiscal year July 1, 2013 through June 30, 2014 shall be prorated from the effective date.

3. Except as set forth above, the Agreement shall not be amended hereby, but shall remain in full force and effect.

**UNITED STATES DEPARTMENT
OF THE INTERIOR**

By: 
Regional Director, Intermountain Region,
National Park Service

Date: 7/29/13

ATTEST:


Secretary *Drew*

Date: 24 July 13

JACKSON HOLE AIRPORT BOARD

By: 
President

Date: 7/24/13

**THIRD AMENDMENT TO THE
AGREEMENT BETWEEN
THE UNITED STATES DEPARTMENT OF THE INTERIOR
AND THE JACKSON HOLE AIRPORT BOARD**

This Third Amendment to the Agreement Between the United States Department of the Interior and the Jackson Hole Airport Board is entered into effective the 18 day of May, 2011 by and between the Jackson Hole Airport Board, a body corporate organized under the laws of the State of Wyoming (the "Board") and the United States of America, acting through the Department of the Interior (the "Department").

WHEREAS, the Jackson Hole Airport (the "Airport") was established at its present location in the 1930's, has been served by commercial airlines since 1941;

WHEREAS, the Act of March 18, 1950, 16 U.S.C. §§7a-7e authorizes the Secretary of the Interior to enter into agreements with public agencies, such as the Board, for the improvement, operation and maintenance of airports within national parks;

WHEREAS, pursuant to said Act, the Department and the Board entered into an Agreement dated April 27, 1983, as amended July 29, 1985 and July 30, 2003 (the "Agreement"), for the operation of the Airport within Grand Teton National Park (the "Park");

WHEREAS, the Agreement provides for a term of 30 years, and grants the Board two 10-year options to renew, which options have been exercised by the Board;

WHEREAS, to facilitate its qualification for Federal Aviation Administration Grants In-Aid and for appropriate amortization of costs of improvement, including navigation and noise abatement aids, the Board has requested that it be granted two additional 10-year options to renew the Agreement term; and

WHEREAS, the Board is in material compliance with the terms and conditions of the Agreement, and the Department has complied with the requirements of the National Environmental Policy Act with respect to this proposal.

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The first sentence of Section 1(a) of the Agreement is amended by striking all after the semicolon and substituting the following in lieu thereof: "provided, that at the end of the 10th year of said 30-year term and within 120 days prior to the end of each 10-year period thereafter the Board shall have the option to renew this Agreement for an additional 10-year term, unless the Department has given the Board notice that the Board has not substantially and satisfactorily complied with all of the essential terms and conditions of this Agreement, in which event (a) the Board may not exercise an option until the Department determines that such failure of compliance has been cured by the Board, or (b) the Board has obtained a judicial determination that it is in such compliance. In either of these events, the Board's time for option exercise shall be extended until 30 days after its receipt of either determination."
2. The last sentence of Section 1(a) of the Agreement is amended by striking the word "50" and substituting "70" in lieu thereof.
3. Section 12 of the Agreement is deleted and replaced with the following:

12. Cooperation, Review of Agreement Terms and Mitigation Measures. The parties agree to confer with each other from time to time during the term of this Agreement relative to any changed circumstances, including without limitation any technological advances which are available on a commercially reasonable basis relative to operations at the Airport. In addition, the parties agree to comprehensively review the terms and conditions of this Agreement, from time to time during any term

of this Agreement, but no less often than every five (5) years, and (a) discuss whether any amendments to this Agreement would result in better ensuring that the Airport remains compatible with the purposes and values of Grand Teton National Park, would improve the safety and efficiency of Park and/or Airport operations, or other such amendments as the parties deem appropriate, and (b) discuss and identify mitigation measures which may then be available to comply with the requirements of Section 4(i) of this Agreement.

4. Section 4 of the Agreement is amended by adding to the end thereof a new paragraph (i) which reads as follows:

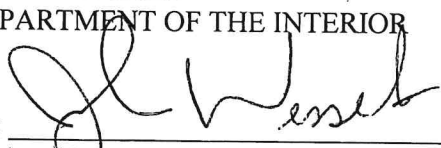
(i) Mitigation of Effects. In addition to meeting the cumulative and single event standards set forth above, the Board shall seek to further reduce noise and other negative environmental impacts associated with the Airport. The Board will act in good faith and in coordination and cooperation with the National Park Service to develop and implement such reasonable and cost-effective mitigation measures as may be available to reduce environmental impacts on the Park to the lowest practicable levels consistent with the safe and efficient operations of the Airport, and with applicable law and contractual obligations.

Nothing in this paragraph 4 (i) shall require the Board to pursue or implement any mitigation or other measure which would result in a violation of law, or FAA grant agreements and assurances, or the Board's other contractual obligations existing on August 1, 2010, or for which funding is not reasonably available, or which would result in a *de minimis* environmental benefit when compared to costs.

5. Section 13 of the Agreement is amended by adding to the end thereof a new paragraph (h) which reads as follows:

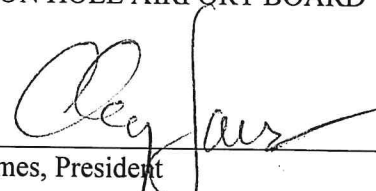
(h) Biennial Report. By March 31, 2012, and each two years thereafter, the Board shall submit a report to the National Park Service describing the Board's activities and operations for the previous two calendar years, its efforts at reducing negative environmental impacts, and specifically its efforts to reduce its noise impacts on the Park. The National Park Service shall acknowledge receipt of and respond to each such report within 120-days of receipt.

UNITED STATES
DEPARTMENT OF THE INTERIOR

By: 
Regional Director, Intermountain Region,
National Park Service

Date: 16 May 2011


JACKSON HOLE AIRPORT BOARD

By: 
Clay James, President

Date: 18 May 2011

ATTEST:

Secretary



Date: 18 May 2011

Approved Use Agrec

**SECOND AMENDMENT
TO THE
AGREEMENT BETWEEN
THE UNITED STATES DEPARTMENT OF THE INTERIOR
AND THE JACKSON HOLE AIRPORT BOARD**

This Second Amendment to the Agreement Between the United States Department of the Interior and the Jackson Hole Airport Board is entered into effective the 30th day of July, 2003 by and between the Jackson Hole Airport Board, a body corporate organized under the laws of the State of Wyoming (the "Board") and the United States of America, acting through the Department of the Interior (the "Department").

WHEREAS, the Act of March 18, 1950, 16 U.S.C. § 7a-7e authorizes the Secretary of the Interior to enter into agreements with public agencies, such as the Board, for the improvement, operation and maintenance of airports within national parks;

WHEREAS, pursuant to said Act, the Department and the Board entered into an Agreement dated April 27, 1983, as amended July 29, 1985 (the "Agreement"), for the operation of the Jackson Hole Airport within Grand Teton National Park;

WHEREAS, the Department proposes to construct a helicopter facility on the Airport at a location outside the development subzone, and the Board desires to facilitate such construction, under mutually agreeable terms; and

WHEREAS, the Department has complied with the requirements of the National Environmental Policy Act with respect to its proposed construction of a helicopter facility at such location on the Airport.

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

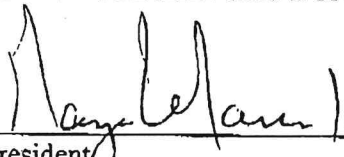
1. The Agreement is amended by adding a new Section 7(f) as follows:
 - (f) Department Helicopter Facility. Notwithstanding anything to the contrary herein, the parties agree that the Department may construct, operate and maintain a helicopter facility (the "Helibase") at a location generally depicted on the annexed **Attachment G**. The construction, operation and maintenance of the Helibase shall be contingent upon and subject to the terms of a separate agreement to be negotiated and executed by the parties.

2. The Agreement is further amended by adding a new Subsection 4(i) as follows:

(i) Exemption for Certain Operations Necessary for Public Health and Safety. Notwithstanding anything in this Section 4 to the contrary, in recognition that the helicopter operations from the Helibase authorized in Section 7(f) of this Agreement are conducted for purposes of public health and safety, and/or in direct furtherance of the mission of federal resource management agencies, the Board is relieved of its obligation under Paragraph 4(e) above, to notify operators of aircraft originating from the Helibase to avoid noise sensitive areas of Grand Teton National Park, or to take efforts to limit the approaches and departure routes of such aircraft, and such aircraft operations shall be exempt from the single event limit, and shall not count against the cumulative noise limits of Subsections 4(f) and (g) above.

3. Other than as set forth in Paragraph 1 above, the Agreement shall not be otherwise amended, but shall remain in full force and effect in accordance with its terms.

JACKSON HOLE AIRPORT BOARD

By: 
President

Date: 07/30/03

ATTEST:

Michelle Buschow
For Secretary

Date: 7/30/03

UNITED STATES DEPARTMENT OF
THE INTERIOR

By: 
Regional Director, Intermountain
Region, National Park Service

Date: 7/21/03