



**NON-BINDING
GENERAL AGREEMENT
Between
THE U. S. DEPARTMENT OF THE INTERIOR
And
THE STATE OF MARYLAND**

I. BACKGROUND, AUTHORITY, AND PURPOSE

This Agreement is between the U.S. Department of the Interior (Department) and the State of Maryland (State) (collectively, the Parties), for the purpose of formalizing the Parties' potential interest in pursuing an exchange of certain parcels of land.

The State is interested in acquiring land at Oxon Cove Park, which is administered by the National Park Service (NPS), a bureau of the Department. In exchange, the State is prepared to transfer property in the South Mountain area to NPS. The NPS possesses several statutory land-exchange authorities, which may apply depending on the exact properties at issue and other factual circumstances to be determined as part of any final exchange.

This Agreement outlines steps the Parties will take toward setting up such an exchange and meeting the requirements of one or more of these applicable authorities.

This Agreement is not intended to preclude any potential future agreements between the Parties.

II. RESPONSIBILITIES OF PARTIES

A. The Department AGREES to:

1. work with the State to the extent consistent with all applicable authorities, toward acquiring by exchange, on behalf of the United States, the following lands: approximately 512 acres comprising the portion of Oxon Cove Park administered by the NPS and located in Prince George's County, Maryland; and
2. take reasonable steps toward negotiating the terms of an agreement for such exchange and preparing future agreements that will be needed to implement such agreed-upon exchange, in compliance with all applicable laws, rules, and regulations.

B. The State AGREES to:

1. work with the Department and NPS toward acquiring by exchange the following lands: approximately 2,481 acres located in South Mountain State Battlefield, Gathland State Park, and some surrounding areas; and
2. take reasonable steps toward negotiating the terms of an agreement for such exchange and preparing future agreements that will be needed to implement such agreed-upon exchange.

C. The Parties AGREE that:

1. this Agreement expresses their intention to work together toward completing a land exchange but does not bind either Party to completing the exchange; and
2. prior to taking further actions in pursuit of the exchange, the Parties will need to agree on which Party will be responsible for specific actions supporting the exchange, including a schedule for completion and provisions for funding. Such actions may include, but are not limited to:
 - a. developing survey plats, maps, aerial photographs, survey, and similar information regarding the property;
 - b. title research and reporting;
 - c. compliance with the National Environmental Policy Act and other applicable environmental laws;
 - d. appraisal of the subject parcels; and
 - e. closing procedures.

III. AMENDMENTS OR MODIFICATIONS

Amendments or modifications to the Agreement may be proposed at any time by either Party and shall become effective only upon written approval by the Parties.

IV. TERMS OF AGREEMENT

This Agreement will be effective on the date of final signature and will remain in effect from the date of the last signature until all real estate transactions identified in this Agreement have been completed. The Agreement may be terminated at any time upon written notice by either Party.

V. KEY OFFICIALS AND LIAISONS FOR SERVICE OF DOCUMENTS

1. **For the Department:** Daniel Jorjani (Principal Deputy Solicitor) and Todd Willens (Assistant Deputy Secretary)
2. **For the State:** To Be Determined

VI. GENERAL PROVISIONS

- A. Non-Discrimination: During the term of this Agreement, the Parties will comply with applicable laws prohibiting discrimination on the grounds of race, color, national origin, age, disability, religion, marital status, sexual orientation, gender identity, or sex in employment and in providing for facilities and services to the public.
- B. NPS Appropriations: This Agreement does not commit NPS or the Department to any particular expenditure of funds. Nothing contained in this Agreement shall be construed as binding NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress and available for the purposes of this Agreement for that fiscal year, or as involving the United States in any contract or other obligation for the future expenditure of money in excess of such appropriations or allocations.
- C. Lobbying with Appropriated Money: No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress (Member), a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official through the proper channels, requests for any legislation, law, ratification, policy, or appropriations that they deem necessary for the efficient conduct of public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, or national security activities. Violations of this section shall constitute violations of U.S. Code Title 31, Section 1352(a).
- D. Third Parties Not to Benefit: This Agreement does not grant rights or benefits of any nature to any third Party.
- E. Compliance with Applicable Laws: This Agreement and performance hereunder are subject to all applicable laws, regulations, or official policies of the Department and NPS existing on this date or as amended, modified, or superseded. Nothing in this Agreement shall be construed as in any way impairing the general powers of the Department or NPS

for supervision, regulation, and control of its property and resources under such applicable laws, regulations, and management policies. Nothing in this Agreement shall be inconsistent with or contrary to the purpose of or intent of any Act of Congress.

- F. Merger: This Agreement, including any attachments hereto, and/or documents incorporated by reference herein, contains the sole and entire agreement of the Parties.
- G. Waiver: Failure to enforce any provision of this Agreement by either Party shall not constitute waiver of that provision. Waivers must be express and evidenced in writing.
- H. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a Party by facsimile transmission) as against the Party signing such counterpart, but which together shall constitute one and the same instrument.
- I. Captions and Headings: The captions, headings, article numbers, and paragraph numbers and letters appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provisions of this Agreement nor in any way affecting this Agreement.
- J. Congress Not to Benefit: No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to or share any part of this Agreement, or to any benefits that may arise from; but this provision shall not be construed to extend to any agreement if made with a corporation for its general benefit.

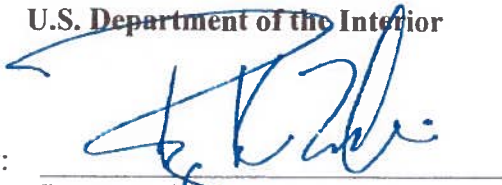
VII. AUTHORIZING SIGNATURES

The persons signing and executing this Agreement hereby represent that they have duly obtained the authority required by law to execute this Agreement.

IN WITNESS HEREOF, the Parties hereto have signed their names and executed this Agreement.

U.S. Department of the Interior

By:



Ryan K. Zinke
Secretary of the Interior

State of Maryland

By:



Lawrence J. Hogan, Jr.
Governor of Maryland

Date: **SEP 22 2017**

Date: September 22, 2017 -