

COOPERATIVE AGREEMENT

THIS AGREEMENT, made this 9th day of August _____, 2007 by and between the COMMONWEALTH OF PENNSYLVANIA, PENNSYLVANIA GAME COMMISSION, an independent administrative agency with its executive offices located at 2001 Elmerton Avenue, Harrisburg, PA 17110-9797 (hereinafter referred to as PGC)

AND

The COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION, an executive agency with its central offices located at 400 Market Street, Harrisburg, PA 17101-2301 (hereinafter referred to as DEP)

WITNESSES:

WHEREAS, PGC is authorized by Section 323 of the Game and Wildlife, Code (34 Pa. C. S. §323) to enter into cooperative agreements with "...any government agency, individual, corporation or educational or research institution to further the programs of the commission;" and

WHEREAS, Sections 501 and 502 of the Administrative Code of 1929 (71 P.S. §§ 181 and 182) require Commonwealth departments and agencies to coordinate their work and activities with other Commonwealth departments and agencies; and

WHEREAS, DEP entered into a settlement agreement with BP Exploration & Oil Inc. and Amoco Oil Company ("BP/Amoco") in March 2001 and into a settlement agreement with Tennessee Gas Pipeline Co. (now El Paso Gas Co.) in August 1995. In the BP/Amoco agreement, the settling private company agreed that, under certain circumstances, it would fund certain environmental initiatives. In the Tennessee Gas Pipeline Co, agreement, the settling private company agreed that it would fund environmentally beneficial projects. PGC's proposed land acquisition detailed herein is an appropriate environmental initiative and environmentally beneficial project under the terms of those settlement agreements; and

WHEREAS, PGC is desirous of acquiring, from the David S. Taylor Estate, a 101-acre tract of land in Lycoming County (as described in Exhibit 1 - a Land Purchase Option) for PGC's intended purposes of protection and propagation of game or wildlife and public recreation in accordance with the Game and Wildlife Code; and

WHEREAS, the PGC and DEP desire to put to writing their understandings with regard to the funding of this land acquisition.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties agree as follows:

1. DEP shall pay or cause to be paid to the David S. Taylor Estate, a total of \$51,101.16, of which \$20,101.16 shall come from funds now held by DEP (BP/Amoco having provided those funds to the DEP in March 2006) and \$31,000, which shall be supplied by El Paso Gas Company.

2. PGC shall use the funds provided by DEP to acquire 101 acres, more or less, located in Plunketts Creek Township, Lycoming County and adjoining State Game Lands No. 134. (See attached map - Exhibit 2.) This property ("Taylor property") is being offered for sale by the David S. Taylor Estate.

3. The option price of the Taylor property is \$100,000, of which \$40,000 shall be paid from the Game Fund. The \$60,000 in additional funds shall come from the following sources: DEP shall make appropriate arrangements for \$51,101.16, as described in Paragraph 1; PGC shall make appropriate arrangements for \$8,898.84, which funds shall be obtained by PGC from sources other than DEP or the Game Fund.

4. DEP shall communicate with PGC through:

Bradley C. Bechtel, Assistant Counsel
PA Game Commission
Bureau of Wildlife Habitat Management
Harrisburg PA 17110-9797
Phone: 717-783-6815 Fax:
717-787-6957
brbechtel@state.pa.us

and PGC shall communicate with DEP through:

Kenneth Beard
Pa. Dept. of Environmental Protection
Bureau of Waste Management
P. O. Box 8471
Harrisburg, PA 17105-8471
Phone: 717-787-2783
Fax: 717-787-0880
Email: kbeard@state.pa.us

5. Promptly after full execution of this Cooperative Agreement, but no earlier than July 1, 2007, DEP shall make arrangements: (a) to have a check, from DEP funds, in the amount of \$20,101.16, payable to the David S. Taylor Estate, sent to PGC Assistant Counsel Bechtel; and (b) to have a check, in the amount of \$31,000, payable to the David S. Taylor Estate, sent by El Paso Gas Company to PGC Assistant Counsel Bechtel.

6. Promptly after settlement with the David S. Taylor Estate, PGC shall provide to DEP a copy of the recorded deed to PGC for the Taylor property.

7. The PGC reserves the right to use the Taylor property land for lawful purposes, in accordance with applicable laws.

8. This Cooperative Agreement, when signed by the parties hereto, constitutes the full and complete understanding and agreement of all parties and may not be in any manner interpreted or fulfilled in contradiction of expressed terms as provided above.

9. Any changes to this Cooperative Agreement must be in writing and duly executed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Cooperative Agreement to be duly executed the day and year first above written.

Attest:

Pennsylvania Game Commission

Kathleen Wilson

By [Signature]
Executive Director

Attest:

Department of Environmental Protection

Karen Updy

By Thomas T. Fidl
Deputy Secretary for Waste, Air and
Radiation Management

Approved as to form and legality:

William R. Pous
Chief Counsel, PGC

[Signature]
Chief Counsel, DEP

[Signature]
Deputy Attorney General

[Signature]
Deputy General Counsel

I hereby certify that funds in the amount of \$20,101.16 are available under:

SAP Fund 1038207000 General Ledger 6450010
Cost Center 3522501000 Internal Order 3525035035 *W*

Patricia Lewis
Comptroller, DEP

8/9/07
Date

ME 40000 11319

EXHIBIT 1

LAND PURCHASE OPTION
(To be submitted in Duplicate)
If and when this Option is accepted by the Game Commission it becomes a
LAND PURCHASE CONTRACT

_____, 20____
 (date)

To the Pennsylvania Game Commission
 2001 Elmerton Avenue, Harrisburg, PA 17110-9797

I/We DAVID S. TAYLOR ESTATE
 (Name of Owner or Authorized Agent)
 (hereafter called **SELLER**), Tax Identification number or social
 security number(s) 20-7004258 (required), late
 of 14 Turkey Farm Road, Barbours, PA 17701

(Post Office Address, Township or Borough, County, State)
 hereby offer for sale, to the Commonwealth of Pennsylvania,
 solely for the use of the Pennsylvania Game Commission
 (hereafter, **COMMISSION**), subject to acceptance within **six (6)**
 months from the date hereof, the following described tract of
 land:

LOCATION OR DESCRIPTION OF TRACT		APPROXIMATE AREA (ACRES)	DEED REFERENCE
COUNTY	TOWNSHIP/BOROUGH		
LYCOMING	PLUNKETTS CREEK	1.01 +/-	DB 580 PG 252

for the consideration of \$ 100,000.00 lump sum; and in
 consideration of One Dollar (\$1.00) in hand paid, receipt of
 which is hereby acknowledged, **SELLER** hereby agrees to grant and
 convey the said described premises in fee simple, free and clear
 of all liens and encumbrances, to **COMMISSION**, by deed with
 covenant of General Warranty.

AND, for the consideration aforesaid, **SELLER** hereby agrees
 that this option shall be irrevocable for the above mentioned
 period, and may be accepted by endorsement hereon by the
 Executive Director of said **COMMISSION**. An endorsed copy hereof
 shall be mailed or otherwise delivered to the **SELLER** or to the
 authorized agent for the **SELLER** and may be recorded by the
COMMISSION.

If this Option is so accepted, it shall become a **LAND**

PURCHASE CONTRACT, and the **said COMMISSION** shall have such further time as it may deem **necessary**, which **time is NOT** limited to the six month provision set forth earlier as the option period, to cause the titles to be examined; to obtain attorney approval of the titles; to obtain surveys and to make payment according to the usual practice. The **SELLER** further agrees to furnish on request all necessary title information and instruments which **SELLER** possesses or can obtain, and to **make** every possible effort to correct title defects to which attention is called by the title abstractor.

Settlement shall be on the basis of actual survey acreage. The **COMMISSION** shall conduct all surveys, unless another survey is agreed to, in writing, by **COMMISSION** and **SELLER**. The time for settlement shall not be before the official survey is completed. **SELLER** agrees to furnish all data including maps of the premises which are in his possession.

SELLER agrees to furnish all information regarding possible environmental contamination, pollution or waste disposal sites which have occurred to or on the premises. If significant contamination or pollution has occurred or a waste disposal site is present, the **COMMISSION** shall have the option of canceling this **LAND PURCHASE CONTRACT** or accepting the premises without diminution in price. If this **LAND PURCHASE CONTRACT IS** canceled, then no remuneration shall be due **SELLER**.

All stamp taxes (transfer taxes) on the deed shall be paid by **SELLER**. All taxes levied and all tax bills which are received by **SELLER** prior to settlement shall be paid by **SELLER**, without reimbursement by the **COMMISSION**.

Should the title examination by **COMMISSION** reveal material title defects, **COMMISSION** shall have the option of canceling this **LAND PURCHASE CONTRACT** or accepting the premises without diminution in price. If this **LAND PURCHASE CONTRACT** is canceled, then no remuneration shall be due **SELLER**.

Possession of the premises shall be delivered to the said **COMMISSION** at settlement. No lumbering or other operations of any nature shall be conducted on the premises after the date of this Option, except as may be noted below.

This Option is subject to the following reservations: (If title is subject to exceptions or reservations in prior deeds, the text thereof shall be submitted, if known.)

None.

Settlement is contingent upon funds being available such that the net purchase price from the Game Fund (before or after reimbursement) is \$40,000.00 lump sum.

This offer and acceptance thereof may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Telecopied signatures shall be effective for purposes of execution of this document.

WITNESSES:

Amanda Houseknecht

Fred

ACCEPTANCE OF OFFER

Amanda Houseknecht

Grace E. Callahan, Co-Executor

Grace E. Callahan

The foregoing Option was

accepted by the Pennsylvania Game Commission on _____ 20____, and now becomes a Land Purchase Contract between the parties this _____ day of _____, 20

Attest:

PENNSYLVANIA GAME COMMISSION

ESTATE OF DAVID S. TAYLOR, DECEASED

_____(SEAL) Rick N. Callahan, Co-Executor

(SEAL)

By: (SEAL) Executive Director

Approved as to Form and Legality:

Chief Counsel

Deputy Attorney General

I hereby certify that funds in The amount of \$ _ Are available under coding:

SAP _____ NGIO: _____ GL: APPROVED:

Comptroller .

Secretary, Office of the Budget

EXHIBIT 2

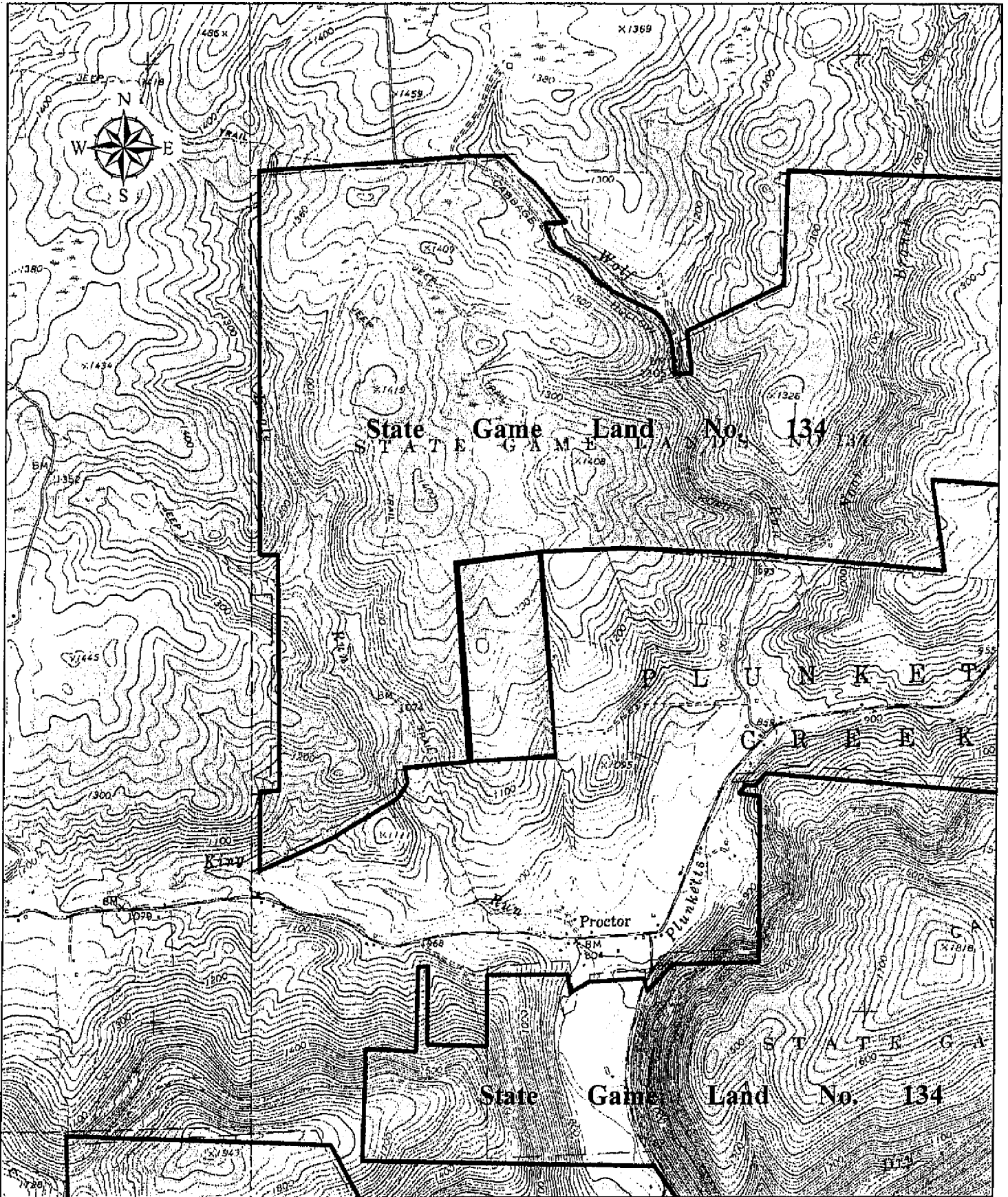


EXHIBIT RED-1
 STATE GAME LAND #134
 Taylor Tract
 +1- 101 acres
 Plunketts Creek Twp. , Lycoming Co.