



United States  
Department of  
Agriculture

Forest  
Service

Allegheny National Forest  
Supervisor's Office

4 Farm Colony Drive  
Warren, PA 16365  
(814) 723-5150  
FAX (814) 726-1465

File Code: 2820-2

Date: April 16, 2009

Arthur Stewart  
Duhring Resource Co.  
P. O. Box 726  
Sheffield, PA 16347

Dear Mr. Stewart:

It has come to our attention that Duhring Resource Company ("Duhring") has publicly sought bids for the purchase of National Forest timber. See enclosed Duhring's bid packages and public notices.

We have previously advised Duhring, that it is not authorized to sell timber that is owned by the United States through a bid or other process that might be devised.

Should you ultimately choose to purchase National Forest timber, under a Forest Service timber settlement sale related to Lot 9, OGM Case Number B-029, you will be responsible for compliance with the terms of that sale including payment of the purchase price, irrespective of any other arrangement you have made with third parties for the subsequent cutting or purchase of that timber.

To be clear, though, to date, no settlement sale contract has been awarded to Duhring for the timber mentioned in your March 24, 2009, bid package. Any contractual relationship Duhring enters into with third parties, Duhring does so at its own risk and not in reliance upon any Forest Service action.

Please remember that prior to any work being done on-the-ground, including timber harvesting, Duhring must: (1) sign a timber settlement sale contract awarded by the Forest Service; (2) pay the purchase price under that contract; and (3) receive a Forest Service-issued Notice to Proceed for Lot 9, OGM Case Number B-029.

Thank you.

Sincerely,

LEANNE M. MARTEN  
Forest Supervisor

Enclosure



002942

# ***BID PACKAGE***

***ALLEGHENY NATIONAL  
FOREST TIMBER***

***March 24, 2009***

***Offered by:***

***Duhring Resource Company***

***P.O. Box 726***

***Sheffield, PA 16347***

***814-968-3337***

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**GENERAL INFORMATION**

Duhring Resource Company (Duhring) is developing several oil and gas wells on Lot 9, Sheffield Township, Warren County, PA. The Allegheny National Forest (ANF) is the owner of the surface. The ANF has marked trees for removal on Duhring's proposed locations. A map of those locations is attached (the areas of marked trees are highlighted).

The ANF desires that Duhring purchase the marked timber from the ANF. Duhring is not in the timber business. Therefore, Duhring wishes to receive bids for the purchase of the timber. If an acceptable bid is received by Duhring, Duhring will contract with the bidder to sell the timber to the successful bidder. At the same time, Duhring will purchase the timber from the ANF, enabling Duhring to sell the timber to the successful bidder.

All bidders will have to comply with the terms set forth on the following pages. Duhring reserves the right to reject all bids.

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**GENERAL INSTRUCTIONS**

Duhring will accept sealed bids until Noon, April 30, 2009. If you wish to submit a sealed bid you should complete the PROPOSAL PAGE contained in this packet. You should enclose with that PROPOSAL PAGE a check in the amount of ten (10%) percent of your bid payable to Duhring Resource Company. Your PROPOSAL PAGE and check should be placed inside a sealed envelope marked on the outside with the words "Duhring Resource Company—Lot 9 Bid". The sealed bids should be mailed to Duhring Resource Company, P.O. Box 726, Sheffield, PA 16347 or should be hand delivered to 203 Center St., Sheffield, PA.

Any bid that you make will be subject to the terms of these instructions, BID SPECIFICATIONS and the terms of the ARTICLES OF AGREEMENT contained in this packet. Your bid must remain good for thirty (30) days from the bid submission deadline. Duhring reserves the right to reject any and all bids. If your bid is accepted by the Duhring you will, within ten (10) days of that acceptance, be required to sign the ARTICLES OF AGREEMENT that are contained in this packet.

Any questions that you have about the bid submission process should be directed to Arthur Stewart at Duhring Resource Company (814-968-3337).

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**ALLEGHENY NATIONAL FOREST TIMBER SALE**  
**March 24, 2009**

1. Duhring reserves the right to reject any and all bids.
2. The timber currently belongs to the ANF; however, following receipt of a successful bid Duhring will make arrangements to acquire title to the timber by purchasing the same from the ANF.
3. Duhring reserves the right to waive informalities, technicalities, and irregularities.
4. The closing of the timber transaction will occur within ten (10) days from the acceptance of a successful bid by Duhring, via the execution of the Agreement of Sale and by the bidder's payment of the balance of the purchase price in full.
5. Payment of the balance of the purchase price shall be due at closing.
6. Possession of and title to the timber shall be delivered to the buyer after closing.
7. All timber must be removed within 30 days after delivery of possession and title to Buyer.
8. The timber is sold AS IS - with any and all defects, and it is acknowledged and agreed that the bidder has not relied upon the statements, representations, assurances, comments or warranties of Duhring, its employees, officers, owners or their agents, whether concerning the condition, species, quality, or quantity of the timber, and that said timber is being purchased as a result of and in reliance on inspections by the successful bidder and not as a result of any advertisement or representation made by said persons or any person working or acting on their behalf.
9. The check in the amount of ten (10%) percent submitted with the bid of the successful bidder shall, in all events, be retained by Duhring in the event that the successful bidder shall fail to close for any reason. In the event that the successful bidder fails to close for any reason, then Duhring (in addition to being entitled to retain the ten (10%) percent amount) shall be entitled to any and all remedies available at law or in equity, and shall also be entitled to recover its reasonable attorney's fees.
10. The bid proposal shall remain firm and available for acceptance for a period of thirty (30) days from the date of the bid submission deadline.
11. Conveyance will be made via the attached Agreement.
12. A check in the amount of ten (10%) percent of the bid must accompany the bid.
13. The execution of the attached Agreement must occur within (10) days of Duhring's acceptance of the bid.

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ARTICLES OF AGREEMENT

THIS AGREEMENT made and concluded the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between DUHRING RESOURCE COMPANY hereinafter sometimes referred to as \_\_\_\_\_ "SELLER,"

AND

\_\_\_\_\_, of \_\_\_\_\_, hereinafter sometimes referred to as, hereinafter \_\_\_\_\_ "BUYERS."

WITNESSETH, that the Seller, in consideration of the covenants and agreements hereinafter contained, on the part of the Buyers to be kept and performed, has agreed and does hereby sell and convey unto the Buyers, Buyers' heirs and assigns, all of the timber marked with ANF paint and located within the two stripe boundary as depicted on the attached map, for the sum of \_\_\_\_\_ (\$ \_\_\_\_\_).

IT IS FURTHER AGREED by and between the Parties hereto, for themselves, their respective heirs, executors, administrators and assigns, as follows:

1. The timber is sold as is with no warranty as to quality, quantity, species or condition.
2. The Buyer accepts responsibility for damage to all roads utilized to remove the trees and for damage to all aspects of the property including but not limited to trees thereon (and not subject to this agreement), oil and gas wells, other oil and gas equipment, and any other aspect of the property used to access or remove the trees. As a part of said responsibility the Buyer agrees to reimburse, to Seller, any charges or other liability imposed upon Seller, by the surface owner, as a result of damage alleged to have occurred during the aforesaid tree removal.
3. The Buyer shall remove all of the timber within 30 days of the execution of this agreement. Any timber not removed shall become the property of Seller.

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4. It is hereby agreed and understood between Buyers and Seller that the Buyers or their authorized agent, have inspected the timber, and they have agreed to purchase said timber as a result of such inspection and not because of, or in reliance upon any statements, comments or representation made by the Seller or any Director, employee, officer, or agent of Seller, if any, and that they have agreed to purchase it in its present condition ("AS IS -- with any and all defects). It is further agreed and understood between the Buyers and Seller that this Agreement contains the entire agreement between the Seller and Buyers and that there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale.

5. All timber parts (except stumps) not removed from the premises by Buyer (including but not limited to tops) shall, by the end of the 30 day removal period, be removed from the premises entirely or shall be removed outside of the two stripe boundary.

6. The Buyer agrees to hold harmless and indemnify Seller (its officers, directors, employees and agents) from and against all damages, liability and causes of action of every kind and character (including reasonable attorneys fees) arising from or associated in any way with the timber removal contemplated herein.

7. In addition to the terms set forth in these Articles of Agreement, the Parties incorporate, as though set forth fully herein, all of the provisions, instructions and specifications contained in the BID PACKET which was submitted by Seller to Buyers prior to the submission of the Buyers' bid.

8. Wherever used in this Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the said Parties to this Agreement intending to be legally bound hereby for themselves, their heirs, administrators, executors and assigns, have hereunto set their hands and seals the day and year first above written.

002948

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF**

**DUHRING RESOURCE COMPANY,  
SELLER**

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
BY: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
\_\_\_\_\_, BUYER (SEAL)

002949

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF WARREN :

ON THIS, the \_\_\_\_\_ day of \_\_\_\_\_, 2005, before me, a  
Notary Public, the undersigned officer, personally appeared  
\_\_\_\_\_, known to me (or satisfactorily proven) to be the  
persons whose names are subscribed to the within instrument and acknowledged that they  
executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

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PROPOSAL PAGE

I/we bid the sum of \$\_\_\_\_\_ for the ALLEGHENY NATIONAL FOREST March 24, 2009 timber sale offered by Duhring Resource Company as described in the General Information section of this packet.

I/we enclose my/our check in the amount of ten (10%) percent of the bid amount.

I/we agree to be bound by all of the terms, instructions, specifications and ARTICLES OF AGREEMENT included in the BID PACKAGE of which this PROPOSAL PAGE is a part.

\_\_\_\_\_  
SIGNATURE

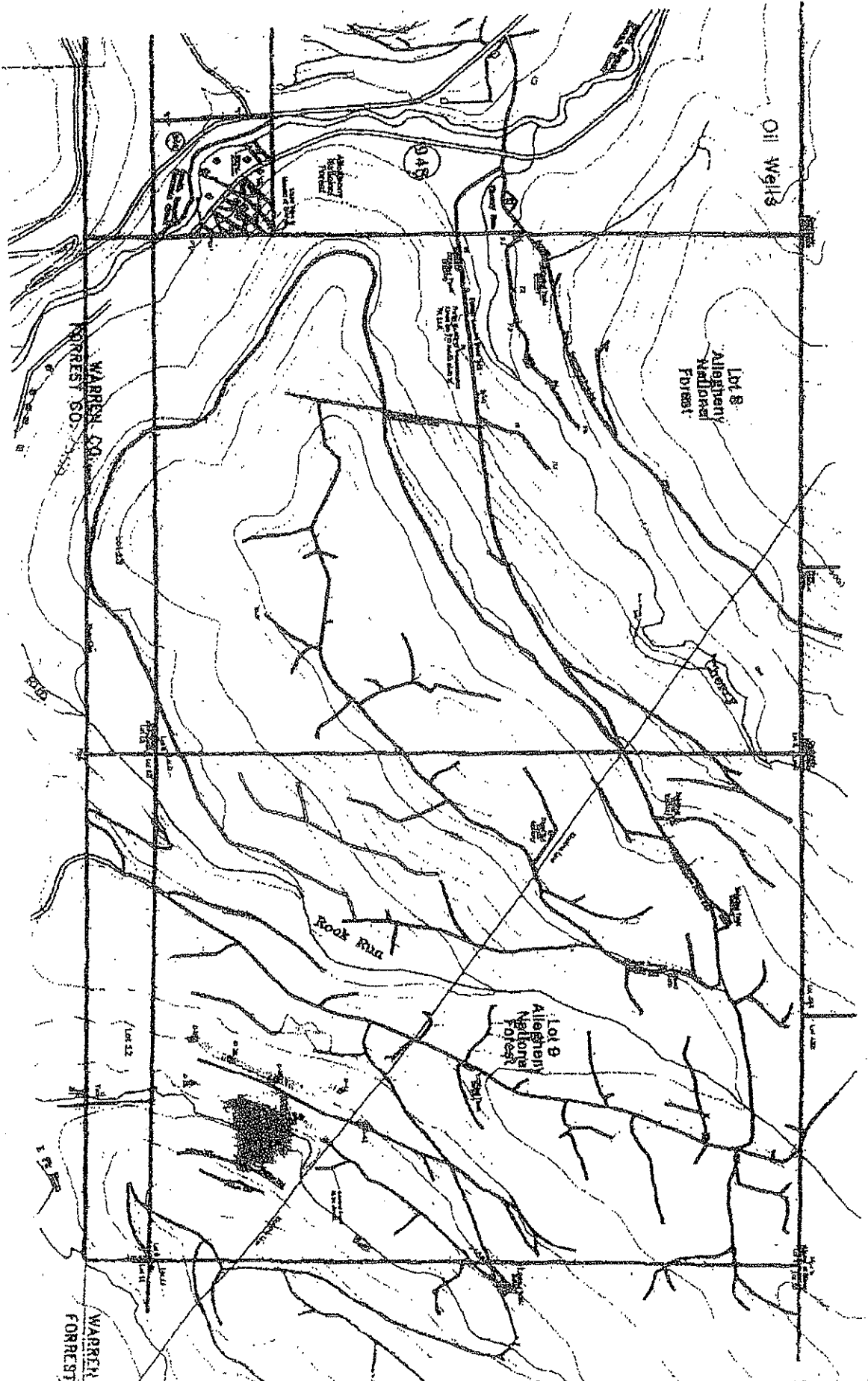
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SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NO.:  
\_\_\_\_\_



**6000 Misc. for Sale**

WHEEL CHAIR: great shape, adult size, asking \$100. Call 814-779-8108

**Sold!**

WINDOW: Custom vinyl window, double glass 28 x 42, like new. \$3000 Call 814-000-0000

WOOD PELLETS: 46 bags good, wood pellets \$200. Call for more information 814-563-4246

X-BOX system & games: 4 controllers, 30 games, asking \$150. Call 814-723-8672

YARD DECORATIONS: holiday, Santa, snowman, 4 ft. tall, pumpkin, ghost \$30 814-723-2508

**6002 Antiques for Sale**

WANTED TO BUY: Pre 1965 silver coins and all gold coins. Paying Cash 814-706-8941

**6006 Electronics**

DISHWASHER: Whirlpool, model DU920, works very good, \$100. Call 814-757-8634

**6012 Lawn & Garden**

New Holland TZ-24 Lawn Tractor, 24HP Diesel, 4x4, with 60 inch mowing deck, 3 pt. hitch, rear & mid PTO, only 422 hours, \$7500. 814-757-8037

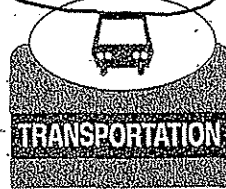
TRACTOR: John Deere 850. 6 ft. back blade. 5

**6532 Horses & Equipment****LIKE NEW!**

HORSE TRAILER: 2006 Featherlight. 3 horse slant with dressing room \$15,000. 814-563-3590

**6542 Misc. Agriculture**

TIMBER FOR SALE: Sheffield, Twp., Warren Co. To receive bid packet call 814-988-3337. Bids due April 30, 2009.

**7000 Autos for Sale**

2000 Acura RL: 109k, Good condition. Asking \$7500 Call 814-723-7574 after 6 pm.

2000 OLDS. ALERO: 91K, new inspection, \$4000. call 814-563-7216 and leave message.

2001 FORD FOCUS, black station wagon, new tires, 91K, good shape \$3600. 814-688-1924.

2003 SUBARU OUTBACK Limited, 126,000 miles. Well maintained, great shape. \$8,500 or offer. Call 814-716-989-9555

2004 GRAND Prix, V6, Loaded, 86K, Warranty, Black. \$6995. 716-569-4811

2005 BUICK LeSabre Limited, leather, loaded, 3k, \$8,900. AB Wholesale. 716-595-3277

**7002 Trucks for Sale****Sold In 3 Days!**

1995 FORD F-150 EXTENDED CAB, 300-6 engine, good for parts, \$250. 814-000-0000

1995 RAM 2500, 4WD, strong motor, transmission needs work, \$500. 814-730-3622

1996 RAM 1500, 4WD, ladder rack, many new parts, 141K, asking \$3000. 814-730-3622

1997 CHEVY SILVERADO Z21 extended cab, 3rd door, needs body work, \$2000. 814-706-8032

2001 FORD RANGER 4x4, 80k, Tonneau cover, new tires, \$6200. Call 814-688-7383 after 6

2005 CHEVY COLORADO, auto., 4 door, 5 cyl., Emerald green, 32k, \$13,500. 716-485-3267

2008 FORD F150 Extended Cab 4x4 XLT, 8,000 miles, original sticker \$34,000 asking \$23,000. 814-757-8037

**7004 SUVs for Sale****SHARP!**

2001 JEEP Cherokee Sport, dark green metallic, aluminum wheels with summers, power, sun roof, 4 extra wheels with winters, 107K, \$6500. 814-688-7122

2002 4x4 GMC ENVOY S-LT, 83K, Heated Leather Seats, Remote Start. \$6700. 640-7477

2003 FORD EXPLORER

**7010 Antiques/Classics**

1963 Bonneville Convertible, 389/235 HP, 4bbl, V8 Engine, All numbers match/original, 2 Door, Auto, Power Steering /Brakes/Windows, Rebuilt 5,000 Miles Ago, FL Car no rust, NADA Average. Retail Value \$33,580 Asking \$30,000 Firm. 716-985-4209

**7011 Trailers**

18 ft. Tandem Car hauler, new deck/tires 1st \$1500. 814-563-3199 or 866-561-0960

4 ft. 8 in. wide x 5 ft. 6 in. long trailer, treated deck, like new, \$350. 814-688-6145

**7012 Motorcycles for Sale**

1977 YAMAHA MOTORCYCLE, 100cc, 2 stroke, runs great, \$300. 814-484-3350

**Sold In 1 Day!**

1981 KAWASAKI KE175, 8721 miles, good condition, \$500. Please call 814-000-0000

1996 HARLEY Ultra Classic Electra Glide, good shape & low miles, \$10,000. 814-436-7653

1997 HARLEY DAVIDSON FXD Super Glide Mild custom, black, 14k, \$7,995. 716-661-3132

2004 HD Sportster 883, Gray, 5.7k miles. Many extras. \$6300. Call 814-573-4110

2004 HONDA CR125, never raced, trail ridden,

**7012 Motorcycles for Sale**

2006 HD SPORTSTER 1200 low, 1100 miles. \$1,000 worth of extras. \$8,000 or best offer. 716-664-1581 after 4pm

2007 BMW R1200RT Sport Touring, Titan Silver, 49 liter color matched top-case, 5,821 miles. Excellent condition. \$13,900. 716-450-0864

2007 Honda Rebel 250 Excellent condition. 700 miles, extras. \$2750 814-723-3971

**FIRST DAY**

2008 HONDA CRF230L Dual Sport, 6 speed, 875 miles, seat rack, \$3800 (\$4500 New) 814-726-2099

**MUST SEE! 66**

2008 YAMAHA VINO Scooter 125, 260 miles, 90 mpg, \$2,500. 814-706-2264

**7014 ATVs for Sale**

1985 HONDA ATC 200X 3 Wheeler fully restored, NICE! \$1200. Please call 814-723-8210

2000 Kawasaki Prairie 300 4wd, new tires, plow \$2300. 814-757-8783 or 716-664-0610

2002 POLARIS 400, only 800 miles, with 6x10 new E-Z Load trailer, \$4500. 814-706-1932

2004 Japanese Mini Truck high/low 4 X 4. \$7200 814-988-5077 or 814-730-3221 for details

2005 HONDA 400 EX, Good Condition, \$3,200. Leisure Time, Corry PA. call: 814-664-4606 or visit us at: leisuretime powersports.com

**7018 RVs for Sale**

1984 Travelunit camper, sleeps 6-8, good condition, \$2500. Call 814-563-4657.

2008 26 ft. Keystone Sprinter, electric slide out, awning, hitch jack only used 3 times. \$21,000. 814-723-9395 or 814-726-0307.

**7022 Parts & Accessories**

CAMP STOVE: Coleman cook top camp stove, burns Coleman fuels, \$25 814-563-6374

TIRES: (2) All Season P205/70R15, asking \$80/pair. Call for details 814-726-0896

TIRES: like new (2) Cooper Weather Master snow tires, 215/65R15, \$140/ set. 814-723-2453

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\$595 DOWN

91 DODGE RAM 1500

698 DOWN