

**Private Use Permit
Contract
Between The
Forestry Development
Authority
&
*The People of
Zuzon Section,
Grand Bassa County***

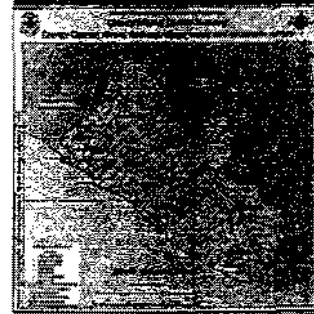
F.D.A.

P.O. Box 10-3010

Whein Town, Mount Barclay

1000, Monrovia 10 Liberia

Monday, July 18, 2011





**REPUBLIC OF LIBERIA)
MONTERRADO COUNTY)**

PRIVATE USE PERMIT CONTRACT BETWEEN THE FORESTRY DEVELOPMENT AUTHORITY AND THE PEOPLE OF ZUZON SECTION, DISTRICT NUMBER ONE, FOR HARVESTING OF 4,793 HECTARES OF FORESTLAND LOCATED IN DISTRICT NUMBER ONE, GRAND BASSA COUNTY, REPUBLIC OF LIBERIA

THIS CONTRACT made and entered into this 18th day of July A.D. 2011, by and between the Government of Liberia, through the Forestry Development Authority, hereinafter referred to as the Authority, represented by its Managing Director, Moses D. Wogbeh Sr. and the People of Zuzon Section, District Number One, Grand Bassa County, hereinafter referred to as Zuzon, represented by **Jerry Mansah Smith Snr.**, hereinafter collectively referred to as the Parties, hereby;

W I T N E S S E T H:

WHEREAS, the Authority is statutorily responsible for the sustainable management and use of all categories of forest resources;

WHEREAS, the Citizens of Zuzon Section, District Number One above described, are legitimate and bonafide owners of an aggregated land mass of 11,843 acres/4,793 hectares of forested land by virtue of inheritance through a legitimate purchase from the Republic of Liberia;

WHEREAS, by virtue of Section 5.6 (d) (i) of the National Forestry Reform Law (NFRL) of 2006, copy of a set of duly certified **Public Land Sale Deed issued under the signature of President Daniel E. Howard on November 29, A.D. 1918** in proof of ownership of the subject aggregated tract of land is hereto attached and marked Exhibit "A" to form a cogent part of this contract;

WHEREAS, in further verification of the subject property, the Ministry of Lands, Mines & Energy finally gives authentication and verification to the said Zuzon Section Deed through a letter under the signature of Acting Assistant Minister Maxwell C.F. Gwee. Attached also is the said verification letter marked Exhibit "B" to form an integral part of this Contract;

WHEREAS, citizens including elders and youths of the above named Zuzon Section, District #1, Grand Bassa County, comprising, Fulgbahn Section, Zogar Town Section, Gbehwein Town Section, Tarr Town Section, Betto Town Section, Saw Town Section, Glaywheon Town Section, Dumu Town Section, Zahn Town Section and Lolo Town Section, **have given their written consent to the appointment and selection of Jerry Mensah Smith Snr., as their Representative and Legal Agent to act in their behalf for the sustainable management of their forest resources.**

*JB MSA
SAC*

WHEREAS, validation of the area in keeping with Section 5.6 (d) (ii) of the NFRL and Section 61 of FDA Regulation 102-07 shows that the said tract of land is un-encumbered and does not overlap with any forestry designated land use. Said validation report is hereto attached and marked Exhibit "D" forming also an integral part of this contract;

WHEREAS, Zuzon Section is desirous of commercializing harvestable tree species on the said accumulative tract of 11,843 acres/4,793 hectares of land;

WHEREAS, the Authority having examined Zuzon's application and the requirements of Section 5.6 of the NFRL having been met, declares Zuzon qualified for the issuance of a Private Use Permit that will allow it enter into contractual agreement with any company or corporation to carry out said commercial activities; and

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained, the parties do hereby agree as follows:

1. Definitions

- a. Authority: The Forestry Development Authority (FDA) created by an Act of the Legislature on November 1, 1976.
- b. Annual Operations Plan: the plan that guides the annual operations of the Holder
- c. Chain of Custody: the path of custodianship followed by logs, Timber and wood products through harvesting, transport, interim storage, processing, distribution and export from source of origin in the forest to end use.
- d. Code of Forest Harvesting Practices: a set of standards for environmentally sound forest use prepared by the Authority
- e. Conservation: the sustainable management and protection of forest resources to achieve maximum environmental, social, economic and scientific benefits for present and future generations
- f. Forestry: the science, art and practice of conservation of forest resources
- g. Forest Resources License: any legal instrument pursuant to which the Authority allows a person, subject to specified conditions, to extract forest resources or make other productive and sustainable use of forest land. This includes Forest management Contracts, Timber Sale Contracts, Forest Use Permit and Private Use Permit.
- h. Forestland: a tract of land, including its flora and fauna capable of producing forest resources, or land set aside for the purpose of forestry,

but not including land in permanent settlements and land that has been in long term use for non-shifting cultivation of crops or raising livestock.

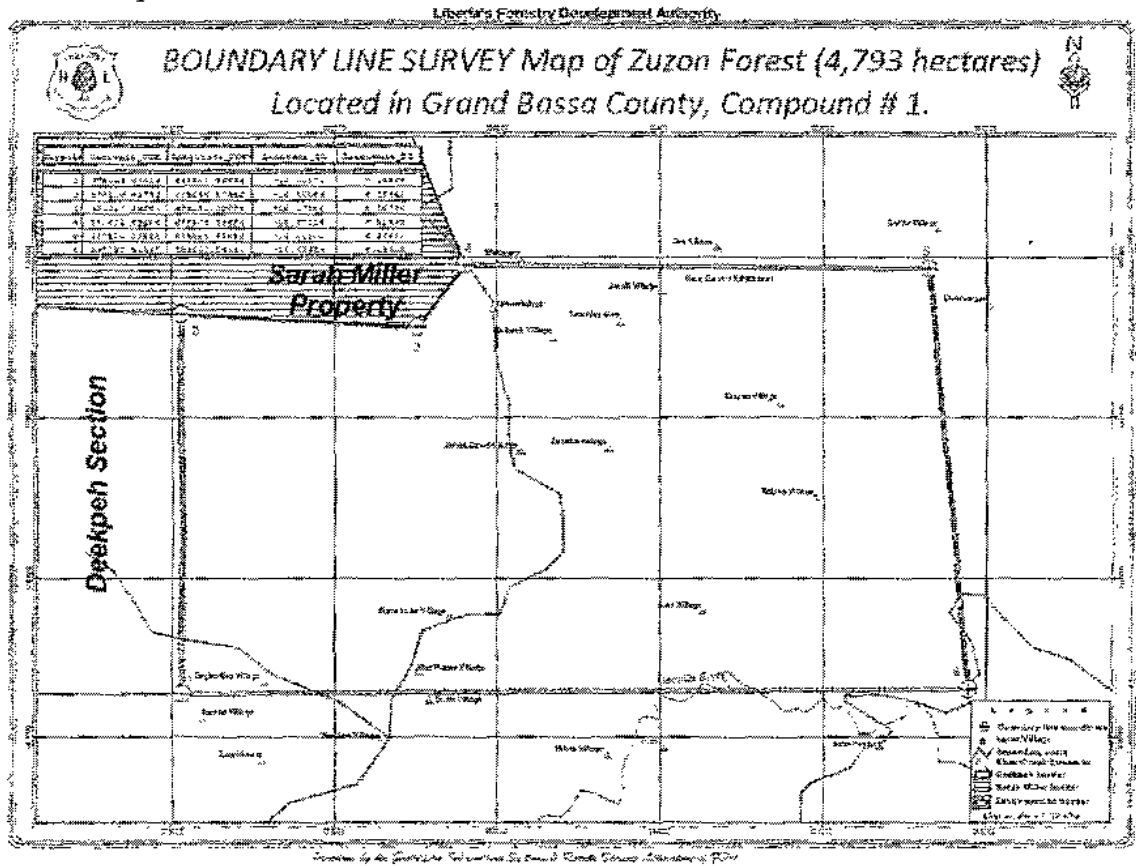
- i. Forest Product: any material or item derived from forest resources.
- j. Forest Management Contract: forestry contract which covers a land area of 50,000 – 400,000 hectares.
- k. Holder: a person who holds a valid forest resources license
- l. Land Owner: a person who owns land by legal title
- m. Operator: a person harvesting or making commercial use of forest resources under a forest resources license, including a person working as an employee, contractor or other agent for a Holder.
- n. Pre-Felling Operations: legal requirements of the Holder before felling of logs. They include posting of required performance bond; preparation of initial annual operations plan and preparation of environmental impact assessment.
- o. Private Use Permit: a forest resource license issued by the Government to allow commercial use of the forest resources on private land.
- p. Public Use Permit: a forest resource license issued to extract forest resource from an area less than 1000 hectares.
- q. Reforestation: the establishment of a tree plantation in a previously forested area that has been affected by cutting, fire, or some other act of tree removal.
- r. Societe Generale de Surveillance (SGS): the institution/company responsible to manage the Chain of Custody System.
- s. Timber Sale Contract: a short term forest resources license issued by the Government for a period of three (3) years that allows a person to harvest timber from a specified tract of forest land.

1/3 MW
AR

2. Metes and Bounds/Technical Description of Zuzon Forest Land & Map

The boundary line of this forest commences at the point marked on the surface of the earth (Lat/Lon) 6°09' 20.55" N - 10°06'05.44" W); which serve as the boundary between the Deekpei Section and Zuzon Section; thence a line runs Due North for 15,564 feet to the point on the Southern boundary line of Sarah Miller property; thence a line runs S 87° E for 9,481 feet to a point; thence a line runs N 30° E for 3,166 feet to a point; thence a line runs Due East for 18,699 feet to a point; thence a line runs S 6° E for 17,496 feet to a point; thence a line runs Due west for 31,751 feet to a point of commencement embracing **4,793 hectares** of land and no more

3. Map of Zuzon Forestland



4. Contract Objective

- a. To harvest merchantable tree species from 4,793 hectares of tract of land otherwise called the Zuzon Forest Land
- b. To engage in reforestation of the area involving indigenous species
- c. To create alternative uses of the tract of land after harvesting of trees
- d. To create employment for about 250 locals of the contract area and surrounding towns and villages.

1/3 MDA
JAC

5. **Contract Duration**

The contract shall be for three (3) years.

6. **Chain of Custody System**

In keeping with Section 13.5 of the National Forestry Reform Law of 2006 and sections (1-35) of FDA Regulation 108-07, the Chain of Custody System will apply during the life and implementation of this contract. The system so established for the tracking of logs, timber and wood products from forest to processing and then to domestic or foreign market shall be managed by Societe Generale de Surveillance (SGS) using SGS/Helveta equipment and software as provided for by section 3.2 (3) of the Chain of Custody System Management Contract of 2007.

7. **Land Rental & Stumpage Tax**

Consistent with Section 5.7(b) of the National Forestry Reform Law of 2006, the Company shall not be charged to pay land rental tax. However, stumpage shall be paid consistent with Section 5.7 (c) of the National Forestry Reform Law and also consistent with Section 22(b) of Regulation 107-07.

8. **Other Fees & GOL Taxes**

All other fees and GOL Taxes levied on the project shall be consistent with the Revenue Law of Liberia and FDA Regulation.

9. **Pre-felling Date**

Before Company is certified for felling, all pre-felling operations including the following must be completed:

- a. Posting US\$50,000.00 performance bond
- b. Submission of initial annual operations plan
- c. Environmental Impact Assessment
- d. Social Agreement

10. **Employment**

Recruitment and employment by the Company shall be consistent with Labor Law of Liberia and International Labor Organization.

Handwritten initials:
MB
JRE

Termination

This contract shall be terminated if the company upon notice of breach of any term of this Contract fails to remedy said breach within a period of (60) sixty days.

9. **Force Majeure**

In the event of force majeure, which causes either party from meeting its obligations herein stated, the Contract shall be suspended as long as the force majeure continues.

10. **Duty of Care**

The Authority shall ensure that the Company maintains environmental quality of the cutting area and comply with all other conditions consistent with the Liberia Code of Harvesting Practices to include:

- a. Water course protection
- b. Erosion prevention
- c. Prevention of pollution to rivers, streams and other waterways by disposal of wastes
- d. Prevention of fire disaster

The operation shall also be in conformity with international conventions to which Liberia is a party. They include: the Convention on Biodiversity, the International Tropical Timber Agreement, the United Nation Framework Convention on Climate Change, the United Nations Convention to Combat Desertification, the Convention on International Trade in Endangered Species and the RAMSAR Convention on Wetland Management

11. **Governing Laws**

In effecting this Contract between the Corporation and the Authority, the relevant Laws of Liberia including but not limited to the National Forestry Reform Law and regulation governing Chain of Custody will prevail.

12. **Binding Effect**

This Agreement is binding on the parties, their successors-in-office as if they were physically present at execution of this instrument.

In witness whereof, we have affixed our signatures on the day and date first mentioned above.

FOR THE AUTHORITY

[Signature]
Witness

Approved: [Signature]
Moses D. Wogbeh, Sr.
Managing Director



FOR THE CITIZENS OF ZUZON SECTION

A. Jackson
Witness

Jerry M. Smith
Jerry Mensah Smith Snr.

Approved: [Signature]
Chairman, FDA Board of Directors



13 MBW
FAC 7

FOREST MANAGEMENT BODY
Teemor and Zuzon Sections, Grand Bassa County
Liberia
West Africa

Friday, April 1, 2011

Hon. Moses D. Wogbeh, Sr.
Managing Director
Forestry Development Authority
Wein Town
Mount Barclay
Monrovia, Liberia


RE: REQUEST FOR PRIVATE LAND USE PERMITS

We the citizens of Teemor & Zuzon Sections, District # 1, Grand Bassa County, represented by our Traditional leaders and Forest Management Body (FMB), finalized arrangements with Global Logging Company., a registered logging company presently operating in nearby Clan within our district for the possibility of extraction of logs from our District.

Hon. Wogbeh, under the arrangement, we relinquished all rights to Global Logging Company for the purpose of carrying full logging activities on 10,411 hectares of forest land owned by Teemor and Zuzon Sections, Compound # 1, Grand Bassa County.

Against this note, we present our deeds and agreements for your perusal to request your honorable offices to grant the District separate Private Use Permits (PUP) under the amended Forestry Reform Law of 2006.

Thanks for your kindness.

Signed: 
Cllr. Benedict W. Holt, Jr.
RESIDENT CIRCUIT JUDGE PRESIDING
ON BEHALF OF THE PEOPLE

Cc/
Superintendent/Grand Bassa County
Cllr. J.Walker/GLC

FILE

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MWA
FAK

REPUBLIC OF LIBERIA

KNOW ALL MEN BY THESE PRESENTS, that I Daniel E. Howard, President of the Republic of Liberia of the One part and Chieives Kpoxweh, Saygboin, Betto and their people of Betto Town, County of Grand Bassa and Republic aforesaid of the Other part WITNESSETH that for and in consideration of said Chieives Kpoxweh, Saygboin, Betto and their people having made the lawful improvements upon 112,000 acres of land assigns then agreeable to the laws of the Republic of Liberia I the said Daniel E. Howard for myself and my successors in office have granted and by these presents do give, grant, and confirm unto the said Chieives Kpoxweh, Saygboin, Betto and their people their heirs, executors, administrators, and assigns forever all that lot or parcel of land situated lying and being in the Betto Town, Wochwen Clan, Temorh Chiefdom, District # 1 and bearing on the authentic plot of said Chiefdom the number bounded as follows:

Commencing 25 feet from the mouth of the Big Nee Creek and thence running on magnetic bearings as follows: Due East 76,230 feet to a point; thence running Due South 64,000 feet along the Woch River to a point; thence running Due West 76,230 feet bordering Wowo Town and Wcahn Towns sections to a point and thence running Due North 64,000 feet along the Bornee Creek to the point of commencement and contains 112,000 acres of land and no more.

TO HAVE AND TO HOLD THE above granted premises together with all and singular the buildings, improvements and appurtenances thereof and thereto belonging to the said Chieives Kpoxweh, Saygboin, Betto, and people their heirs, executors, administrators, or assigns. And I the said Daniel E. Howard, President as aforesaid for myself and my successors in office do covenant to and with the said Chieives Kpoxweh, Saygboin, Betto, and people their heirs, executors, administrators, or assigns that at and until the annulling hereof I, the said Daniel E. Howard, President as aforesaid by virtue of my office had good right and lawful authority to convey the aforesaid premises in fee simple. And I the said Daniel E. Howard, President and my successors in office will forever WARRANT AND DEFEND the said Chieives Kpoxweh, Saygboin, Betto, and people their heirs, executors, administrators, or assigns against any person or persons claiming any part of the above named premises.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY
HAND AND CHIESED THE SEAL OF THE REPUBLIC
THIS 29TH DAY OF NOV. A. D.
1918 AND OF THE REPUBLIC THE SEVENTY-ONE
YEAR.

SIGNED: DANIEL E. HOWARD
PRESIDENT

SEAL: MAYIA A. KING
LAND COMMISSIONER

MWA
RAR

ENDORSEMENT

RECEIVED FOR
CHIEVES
JULY 1913

GOVERNMENT GRANT DEED FROM THE REPUBLIC OF LIBERIA TO CHIEVES KPOXWEH,
SAYGBOIE, BETIO AND THEIR PEOPLE LOT # N/N SITUATED IN BETIO TOWN, WOREWEN
CLAN, TEEMORH CHIEFDOM, DISTRICT # 1, GRAND BASSA COUNTY "LET THIS BE
REGISTERED" N.B WHITEFIELD JUDGE, GRAND BASSA COUNTY PROBATED THIS 5TH DAY
OF DEC. A.D. 1913, J.A. HOWARD - CLERK MONTHLY AND PROBATE COURT GRAND
BASSA COUNTY REGISTERED ACCORDING TO LAW IN VOLUME II PAGE 3 J.S
MITCHELL, REGISTRAR.

MA
PA



REPUBLIC OF LIBERIA
MINISTRY OF LANDS MINES & ENERGY



P. O. BOX 10-9024
1000 MONROVIA 10, LIBERIA, WEST AFRICA
TEL.: (231) 226-858, FAX: (231) 226-281

LIBERIAN CARTOGRAPHIC SERVICE

April 26, 2011

Hon. Moses D. Wogbeh, Sr.
MANAGING DIRECTOR
Forestry Development Authority
P. O. Box 10-3010
Monrovia, Liberia

Dear Hon. Wogbeh:

We write to present our compliments, and acknowledge receipt of your letter dated 29th March 2011, Ref. No. MD/48/2011/8, requesting the Ministry of Lands, Mines & Energy to review, verify and authenticates deeds pertaining to land area in Worrien, Doe and Owensgrove Clans. Compound #1 of Grand Bassa County and are also pleased to furnish you with the results.

We are also pleased to inform you that Documentations submitted for review were checked by our offices and were found authentic.

In so doing, we advice that the Forestry Development Authority should proceed in granting the PRIVATE USE PERMIT to the people of Compound #1 of Grand Bassa County in fostering their post war development goals.

The present condition of the national infrastructure has reference on the delay to responsiveness of our efforts.

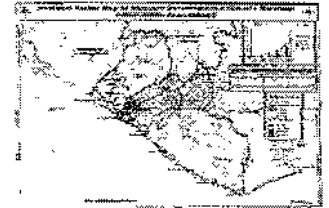
Kind regards.

Maxwell S. [Signature]
DIRECTIONS
LIBERIAN CARTOGRAPHIC SERVICE

Kanfor, Tally/Sanger, Mr. S. [Signature]
Kindly prepare the necessary
documentation as per this
communication
[Signature]
19/05/11
[Signature]

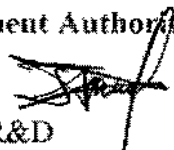



Forestry Development Authority
P.O. Box 10-3010
Elise Saliby's Compound
Kappa House, Congo Town
Monrovia, Liberia



MEMORANDUM

TO: Moses D. Wogbeh, Sr.
Managing Director,
Forestry Development Authority

FROM: John D. Kantor, Sr. 
Technical Manager/R&D
&
Towon Nyenty 
Acting Manager/GIS & RS

Subject: *Authentication & Verification of Teemor & Zuzon Deeded Land Property
In District # 1, Grand Bassa County.*

DATE: July 5, 2011

Background

Predicated on a written communication dated April 1, 2011 and June 13, 2011, under the signature of Presiding Judge Benedict W. Holt of Grand Bassa County, requesting the Forestry Development Authority to authenticate, verify and issue Private Use Permit (PUP) for a forest in Teemor and Zuzon Sections, Grand Bassa County, a team of technicians from the FDA, blended with the Regional Staff was mandated by management to visit those areas for detail ground truthing and authentication of the area for Management's reaction.

Field Patrol

During the period June 15-29, 2011, the joint team patrolled a significant portion of the area and gathered detail information relating to on going multiple uses of the area, types of vegetation and livelihood of community dwellers within the parameters of the forests. Tribal people representatives, Assistant Chief Surveyor and the Contract Administrator handled all Technical issues relating to the deed location, boundaries and commencement/starting points.

US WJW
PAC

Findings

Following an intensive tour by the teams, we observed and authenticated that:

- ❖ Indeed the Deeded land property truly lies within Grand Bassa County, specifically in District # 1.
- ❖ The land belongs to a group of people and not a particular tribe or person.
- ❖ The area doesn't overlap with any of the Forest Management Contracts, Protected and Proposed Protected Areas.
- ❖ The area in question borders Tarpoh Timber Company and Sarah Miller PUP,
- ❖ 95% of the land area falls within Compound # 1 while the balance 5% falls within District # 2 or St. John River District.
- ❖ Large portion of all the area, particularly the western and eastern portions as described in the deed consists of primary forests and species except those areas in the south almost near the main road leading to Buchanan City consists of farmland;
- ❖ The area is the home of some un-protected wildlife animals species
- ❖ Small portion of all the area is suitable for harvesting (commercial logging).
- ❖ Topographically, almost the entire land mass in the deed submitted to FDA is relatively flat with few water ways.
- ❖ The entire community proves that the deed is a family deed, and that the community has no problem with FDA granting permission to their representative (Jerry Mensah Smith Snr. and David B. Marshall Jnr.) to conduct logging.

Recommendation

In view of the verification and confirmation of these documents by the Forestry Development Authority, coupled with our ground truthing which lasted from (June 15-29), we herein recommend:

- * That the deed be forwarded to the Ministry of Lands, Mines & Surveys offices, especially cartography section for authentication and approval. After authenticating the deed and found legitimate, the FDA should perform the below activities:
- * As per National Forestry Reform Law (NFRL) of 2006 provision in chapter five section 5.6, we therefore recommend that FDA Management issue a Private Use Permit for Land totaling 10,411 hectares, as described in the attached Private Use Permit to the people of Grand Bassa County in compliance with all relevant requirements of this section (particularly section 5.6 c (i,ii,iii) and d (i,ii,iii,iv,v,vi) respectively.

Cc/
DMDA
Law Office
Commercial Department
File

1/3/06
AA

Private Use Permit

