



Private Use Permit
Contract
Between The
Forestry Development
Authority
&
*The People of
Foya District*

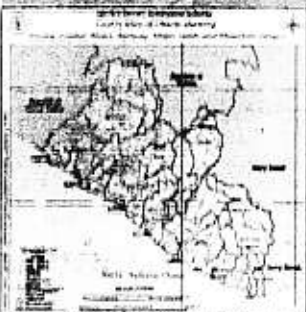
F.D.A.

P.O. Box 10-3010

Whein Town, Mount Barclay

1000, Monrovia 10 Liberia

December 19, 2011





REPUBLIC OF LIBERIA)
MONTERRADO COUNTY)

PRIVATE USE PERMIT CONTRACT BETWEEN THE FORESTRY DEVELOPMENT AUTHORITY AND THE PEOPLE OF FOYA DISTRICT, GBARPOLU COUNTY, FOR THE HARVESTING OF 121,834 HECTARES OF FORESTLAND

THIS CONTRACT made and entered into this 19th day of December 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 Foya Administrative District, Gbarpolu County, hereinafter referred to as **Foya**, represented by the District Forest Management Committee by and thru the Chairman, Mahango Jallah, and Women Leader, Telewo Baisa, hereinafter collectively 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 People of **Foya** are legitimate owners of a tract of forestland of 121,834 hectares by virtue of inheritance through a legitimate purchase from the Republic of Liberia;

WHEREAS, the Foya Administrative District encompassing of Jawajeh and Zuie clans made an application to the Authority on Monday, November 28, 2011 on behalf of said citizens for the issuance of a Private Use Permit to commercialize their deeded forested land as can be seen from copy of said letter hereto attached and marked Exhibit "A";

WHEREAS, by virtue of Section 5.6 (d) (i) of the National Forestry Reform Law (NFRL) of 2006, copy of a duly certified Aborigine's Grant Deed issued on June 20, 1952 under the signature of President William V.S. Tubman, in proof of ownership of the subject tract of land is hereto attached and marked Exhibit "B" to form a cogent part of this Permit;

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

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 suitable for

Moses D. Wogbeh Sr.
Mahango Jallah
Telewo Baisa
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commercial forestry. Said validation report is hereto attached and marked Exhibit "D" to form also an integral part of this contract;

WHEREAS, Foya District is desirous of commercializing harvestable tree species on the said tract of 121,834 hectares of land;

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

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.

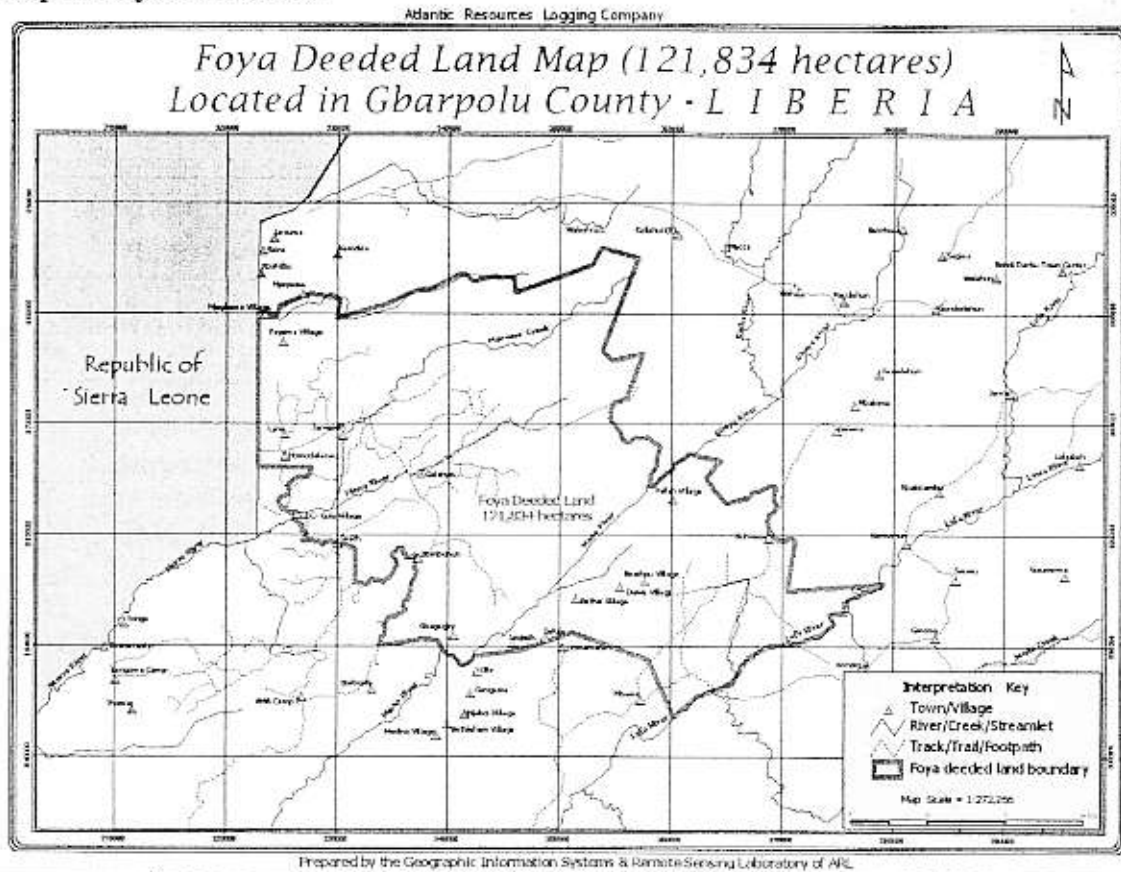
- i. Forest Product: any material or item derived from forest resources.
- j. Forest Management Contract: forestry contract which covers a land area of 50,000 – 400,000 hectares.
- k. Holder: a person who holds a valid forest resources license
- l. Land Owner: a person who owns land by legal title
- 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.

2. Metes and Bounds/Technical Description of Foya District Forest Land & Location Map

The boundary line of Foya Deeded land commences at a point near an old Soap tree; thence a line runs N 72° W for 11,482 feet to a point; thence a line runs S 26° W for 5,670 feet to a point; thence a line runs S 69° W for 24,197 feet to the point on the Mehembé Creek; thence a line runs along the Mehembé Creek westward for 93,516 feet to the point on the Liberian Sierra Leonean border; thence a line runs along the Liberian Sierra Leonean border in the southern direction for 46,120 feet to a point; thence a line runs Due East for 15,865 feet to the point on the tributary of the Morro River; thence a

line runs along said tributary in the Southeastern direction for 154,704 feet to a point; thence a line runs N 69° E for 17,084 feet to a point; thence a line runs S 61° E for 24,314 feet to a point; thence a line runs S 24° E for 18,551 feet to the point on the Lofa River; thence a line runs along the Lofa River in the Eastern direction for 80,070 feet to a point; thence a line runs S 84° W for 27,979 feet to a point; thence a line runs N 10° E for 15,142 feet to the point on the tributary of the Gbeya River; thence a line runs along the tributary of the Gbeya River in the Western direction for 176,055 feet to the point of commencement, containing 301,057 acres of land and NO MORE.

Map of Foya Forestland



3. Contract Objective

- a. To harvest merchantable tree species from 121,834 hectares of tract of land otherwise called the Foya 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 either as plantation or agro-forestry purposes
- d. To create employment for about 1000 locals of the contract area and surrounding towns and villages.

4. **Contract Duration**

The contract shall be for twenty five (25) years, the land area being an FMC.

5. **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.

6. **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.

7. **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.

8. **Pre-felling Date**

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

- a. Posting US\$100,000.00 performance bond
- b. Submission of initial annual operations plan
- c. Environmental Impact Assessment
- d. Social Contract

9. **Employment**

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

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

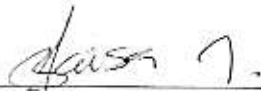

Witness

Approved: 
Moses D. Wogbeh, Sr.
Managing Director



FOR THE PEOPLE OF FOYA ADMINISTRATIVE DISTRICT


Mahango Jallah
District Chairman/Foya


Mrs. Telewo Baisa
Women Leader/Foya

Approved 
Florence Chenoweth
Chairman-FDA Board of Directors



Baisa

MW

Jallah

Zoe flomo GbarGwita

Women Leader

Mamai Gobah Tologrelele

Women Leader

Moima Zinnah Loworrah

Women Leader

Women Leader

Women Leader

Women Leader

WORN AND SUBSCRIBED TO BEFORE
HIS 11th DAY OF March 2015

Mary M. Howe

MARY M. HOWE NOTARY PUBLIC & JUSTICE
OF THE PEACE/MONT CO. R.L.



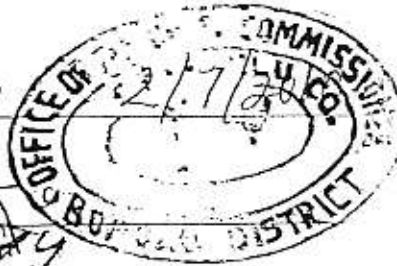
Mama JAK

4. Signed _____
Chiefs, their names and area they represent

Attested:

5. Signed [Signature]
District Superintendent

6. Signed [Signature]
Paramount Chief



CC:

- (1) Her Excellency- The President
- (2) The Chairman and Members of the House of representatives
- (3) The Hon. Minister of Internal Affairs
- (4) The Hon. Minister of Agriculture
- (5) The Managing Director, Forestry Development Authority
- (6) The Superintendent- Gbarpolu County

WORN AND SUBSCRIBED TO BEFORE ME
ON THIS 11th DAY OF March A.D. 2020

[Signature]
MARY M. HOWE NOTARY PUBLIC & JUSTICE
OF THE PEACE/MONT. CO. R.L.



[Handwritten initials]

Exhibit 101

*Foya District Community Forest Management Body (FDCFMB)
Lofa County
West Africa*

Office of the Chairman, FDCFMB

November, 28, 2011

*Hon. Moses D. Wogbeh, Sr.
Managing Director
Liberia's Forestry Development Authority
Whein Town, Mount Barclay
Monrovia, Liberia*

Dear Hon. Wogbeh:

We have mature trees on our private land that we wish to harvest for commercial purposes. For this reason, we are humbly requesting the Forestry Development Authority to issue us Private Use Permit to enable us perform our logging activities.

Thanks for your usual understanding and kindness.

Sincerely yours



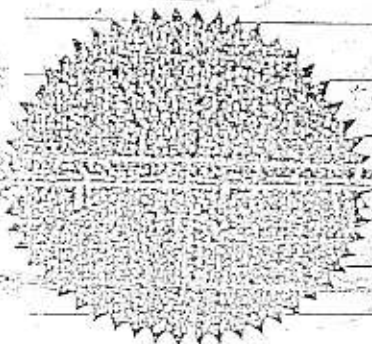
*Mr. Mahango Jallah
Chairman
(FDCFMB)*

File

MMA
Nawin
JAC
Jallah

Exhibit B to Book

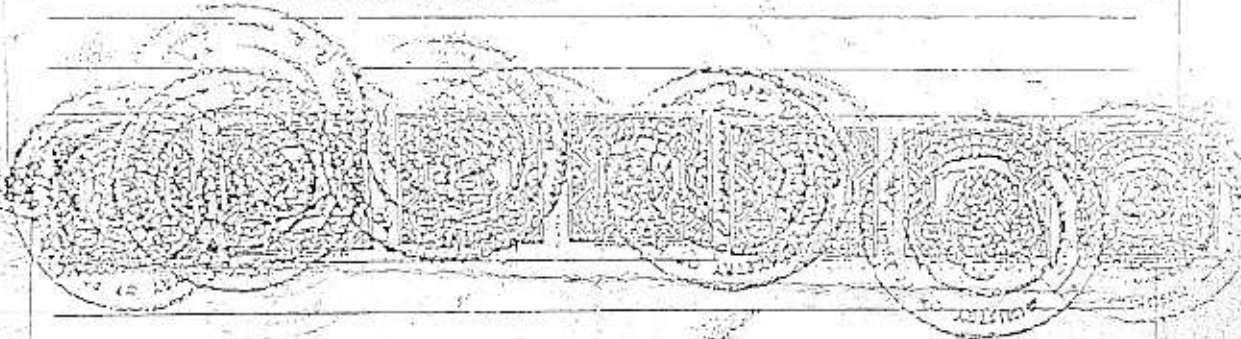
THIS IS TO CERTIFY That the within document is a true and correct copy of an ABORIGINEE GRANT from the Republic of Liberia to the Chief, Elders and Citizens of Foya Chiefdom as recorded in Vol. 44 pages 123 - 124 of the records of Montassarado County filed in the Archives of the Ministry of Foreign Affairs.



GIVEN UNDER MY HAND and Seal of the Ministry of Foreign Affairs this 22nd. day of January A.D. 1973 and of the Republic the One Hundred and Twenty-Seven.

C. Cecil Dennis Jr.
C. Cecil Dennis Jr.
MINISTER OF FOREIGN AFFAIRS

Augustine D. Jallah
Augustine D. Jallah
DIRECTOR OF ARCHIVES



MM
AK
Jallah

Exhibit "B"

ENDORSEMENT

ABORINGINEES GRANT from the Republic of Liberia to the Chief,
Elders and Citizens of Foya Chiefdom, Lot No. N/N situated
in the Western Province. "Let this be Registered" sgd. J. Ever-
rett Bull Commissioner of the Monthly and Probate Court, Mont.
Probated this 20th. day of September A.D. 1952 sgd. A.T.G. Apple-
ton Clerk of the Monthly and Probate Court Mont. Co.

MPH JLE

REPUBLIC OF LIBERIA

TO ALL WHOM THESE PRESENTS SHALL COME: Whereas it is the true policy of this Government to induce the Aboringinees of the country to adopt civilization and become loyal citizens of the Republic, and whereas one of the best means thereto is to grant land in fee simple to all those showing themselves fit to entrusted with the rights and duties of full citizenship as voters, and whereas the Chief, Elders and Citizens of Foya Chiefdom, Western Providence have shown themselves to be entrusted with said rights and duties. Now Therefore Know Ye: That I William V.S. Tubman President of the Republic of Liberia for and in consideration of the various duties of citizenship hereafter to be legally performed by the said Chief, Elders and Citizens of Foya Chiefdom, I the said Wiloian V.S. Tubman President of the Republic of Liberia, for myself and my successors in Office have granted and by these presents do give, grant and confirm unto the said Chief, Elders and Citizens their heirs, executors, administrators or assigns forever all that piece or parcel of land situated, lying and being Foya Chiefdom, Western Providence and bearing in the authentic records of the said Chiefdom the number N/N and bounded and described as follows:- Commencing at a soap on the bank of a tributary of the Kaiha River and running on magnetic bearing as followed; North 72 degrees West 174 chain to a point; thence running South 26 degrees West 86 chain to a point, thence running South 69 degrees West 367 chain to a point at the Mehembi Creek; thence meandering westward along the said Mehembi Creek 1,417 chain to a point at the Liberian - Sierra Leonean border; thence running along the said Border/Creek in a southerly direction 699 chain to a point; thence running Due East 240 chain to a point at a tributary of the Morro River; thence meandering southeastward along the said tributary 2,344 chain to a point; thence running North 69 degrees East 259 chain to a point; thence running South 61 degrees East 368 chain to a point; thence running South 24 degrees East 281 chain to a point at the Lofa River; thence mean-

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Exhibit "B"

dering northeasterly along the said Lofa River 1,213 chain to a point; thence running South 84 degrees West 424 chain to a point; thence running North 10 degrees East 229 chain to a point at a tributary of the Kaiha River and thence meandering westerly along the said tributary 2,668 chain to the place of commencement and containing 301,057 acres of land and no more. TO HAVE AND TO HOLD the above granted premises with all and singular, the buildings, improvements and appurtenances thereof and thereto belonging to the said Chief, Elders and Citizens of Foya Chiefdom their heirs, executors, administrators or assigns forever. And I the said William V.S. Tubman President as aforesaid for myself and my successors in Office do covenant to and with the said Chief, Elders and Citizens their heirs, executors, administrators or assigns that at and until ensealing hereof, I the said William V.S. Tubman President as aforesaid by virtue of my Office had good right and authority to convey the aforesaid premises in fee simple. And I the said William V.S. Tubman President as aforesaid and my successors in Office will forever Warrant and Defend the said Chief, Elders and Citizens their heirs, executors, administrators or assigns against the lawful claims and demands of all persons to any part of the above granted premises.

IN WITNESS WHEREOF I the said
W.V.S. Tubman President of the
Republic of Liberia have here-
unto set my hand and caused the
seal of the Republic to be af-
fixed this 20th. day of June
A.D. 1952 and of the Republic
the 105 year.

sgd. W.V.S. Tubman
President



Forestry Development Authority

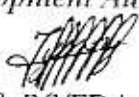
P.O. Box 10-3010


Elise Saliby's Compound
Kappa House, Congo Town
Monrovia, Liberia



MEMORANDUM

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

FROM: Towon Nyenty 
Manager, GIS & RS/FDA

THROUGH: John D. Kantor, Snr. 
Technical Manager, R&D/FDA

Subject: *Kolahun, Foya, Kpayan & Vahun Deeded Land Properties*

DATE: December 16, 2011

Background

Predicated on a communication under the signatures of Mr. Eric Kandakai, Chairman, District Forest Management Committee of Kolahun, Mr. Mahango Jallah, Chairman, Foya Forest Management Committee, Mr. Gaya Martor Zubah, Chairman, Vahun Forest Management Committee and Mr. T. Konwroh Wesseh, Chairman, Forest Management Committee of Kpayan District, requested an authentication of tribal deeds, diagram and location of various properties situated and lying in Lofa and Sinoe Counties. A team of technicians from the FDA was mandated to visit various landmarks for detail ground truthing, capturing of deed land marks and sight seeing of the area for management's reaction.

In light of the above, three (3) surveyors and two Global Positioning System (GPS) operators, traveled to Lofa and Sinoe Counties to conduct a joint ground truthing exercise of the area.

Field Patrol

During the period December 1-12, 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, topology, and livelihood of communities dwellers within the parameters of the forest.

Findings

Following an intensive tour by the team they observed and authenticated that:

- Indeed the Kpayan District deeded land falls within Sinoc County and shares common border with Tartweh Dropoh Deeded land property;
- The Kpayan District deeded land is located South of Sapu National Park;
- The Foya Deeded land falls within Liberia but shares common border with Liberia and Sierra Leone;
- The biological diversity, including fauna and flora of Foya Deeded land is highly threatened by local and foreign invaders thus making the forest area vulnerable;
- The Kolahun, Foya and Vahun Deeded lands are all situated and lying in Lofa County;
- The Kolahun, Foya and Vahun Deeded lands Technical description are indeed correct and authentic;
- The Kolahun, Foya and Vahun District deeds falls within the Foya Proposed Protected Area;
- The Foya Proposed Protected Area is not policed with Park Rangers or Park Wardens to prevent trespass or illegal activities;

Recommendation

In view of the verification and confirmation of documents for this area by the Forestry Development Authority, we herein recommend that.

- ✦ That the deed be forwarded to the Ministry of Lands, Mines & Surveys for authentication. 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** to the people of the above districts 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.
- ✦ Forestry Development Authority requests the above districts to demarcate their deeded land property boundary lines to avoid possible trespass.