Private Use Permit
Contract
Between The
Forestry Development
Authority
&
Jeadepo District
Sinoe County

F.D.A.:
P.O. Box 10-3010
Wein Town, Mount Barclay
1000, Monrovia 10 Liberia
Friday, August 12, 2011
PRIVATE USE PERMIT CONTRACT BETWEEN THE FORESTRY DEVELOPMENT AUTHORITY AND THE PEOPLE OF JEADEPO DISTRICT, SINOE COUNTY, FOR THE HARVESTING OF 10,321 HECTARES OF FORESTLAND

THIS CONTRACT made and entered into this \(12^{th}\) day of \(\text{April}\), 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 Jeadapo Administrative District, Sinoe County, hereinafter referred to as Jeadapo, represented by the District Forest Management Committee by and thru Senior Citizens, James T. Weh, Paramount Chief, Myer Toe, Clan Chief, Joe S. Walker, Richard Gall and Evelyn Winker, hereinafter collectively the Parties, hereby;

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

WHEREAS, the People of Jeadapo are legitimate owners of a tract of forestland of 10,321 hectares by virtue of inheritance through a legitimate purchase from the Republic of Liberia;

WHEREAS, the Jeadapo Administrative District encompassing of Seamannah and Wlufach clans made an application to the Authority on March 17, 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 Aborigee's Grant Deed issued in 1974 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 Jeadapo 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 commercial forestry. Said validation report is hereto attached and marked Exhibit "D" to form also an integral part of this contract;
WHEREAS, Jeadepo is desirous of commercializing harvestable tree species on the said tract of 10,321 hectares of land;

WHEREAS, the Authority having examined Jeadepo’s application and the requirements of Section 5.6 of the NFRL having been met, declares Jeadepo 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;

WHEREAS, the people above described have given their written consent through a Memorandum of Understanding (MOU) to the Atlantic Resources Limited for the management and supervision of their forestland as can be seen from copy of said MOU hereto attached and marked Exhibit “E”

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 resources license issued by the Government to allow commercial use of the forest resources on private land.

p. Public Use Permit: a forest resources license issued to extract forest resources 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 Jeadepo District Forest Land & Location Map

Starting from Rock Town, thence a line runs 4,352 feet in the Southeastern direction to a point on a creek; thence a line runs along said creek Southward for 30,958 feet to a point; thence a line runs N 80° E for 26,024 feet to a point; thence a line runs S 29° E for 9,717 feet to a point; thence a line runs N 36° E for 9,358 feet to a point; thence a line runs N 11° W for 2,752 feet to a point; thence a line runs N 28° E for 2,873 feet to a point; thence a line runs N 85° E for 7,279 feet to a point; thence a line runs N 22° E for 14,172 feet to a point; thence a line runs Due West for 38,936 feet to the point of commencement, containing 25,503 acres of land.

Map of Jeadepo Forestland

3. Contract Objective

a. To harvest merchantable tree species from 10,321 hectares of tract of land otherwise called the Jeadepo 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 300 locals of the contract area and surrounding towns and villages.

4. **Contract Duration**

The contract shall be for six (6) years, the land area being as TSC.

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$50,000.00 performance bond
b. Submission of initial annual operations plan
c. Environmental Impact Assessment
d. Social Contract
building, improvements and appurtenances thereof belonging to the said Chieftain, Elders and Citizens of the said Chieftain their heirs, executors, administrators or assigns. 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 of said Chieftain their heirs, executors, administrators or assigns that at and until the deceasing hereof I, the said William V.S. Tubman President as aforesaid by virtue of my Office had right and lawful 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 of said Chieftain, their heirs, executors, administrators or assigns, against any person or persons claiming any part of the aforesaid premises.

IN WITNESS WHEREOF I, the said W.V.S. Tubman, President of the Republic of Liberia have hereunto set my hand and caused the Seal of the Republic to be affixed this 7th day of September A.D. 1952, as the President of the Republic the 105 year.

W.V.S. Tubman
President.

ENDORSMENT
ABORIGINEE'S GRANT from Republic of Liberia to Chief, Elders and Citizens of JeeDEpo Chieftain Lot No. situated in JeeDEpo Chieftain.

"The County, "If the title is registered", etc. J. Byarrett Bull

Commissioner of the Monthly and Probate Court, MoCo. Proclaimed this 20th day of September A.D. 1952, as T.O. Apoletto; of the Monthly and Probate Court, MoCo. Registered according in Vol. 62, pages 491, etc. Ruben R. Logan, Registrar, MoCo.
Monday June 27, 2011

Hon. Moses D. Wogbeh, Sr.
Managing Director
Forestry Development Authority
Monrovia, Liberia

Dear Hon. Wogbeh:

We write to present our compliments, and wish to acknowledge receipt of your letter dated 31 March, 2011, Ref. No. MD/48/2011/5 requesting the Ministry of Lands, Mines and Energy to review, verify and authenticate deeds of land areas in Cavalla, Tchien, Mengna, B’hai, Sam Ghaior, Bodoe, Jedapo, Kulu, Shaw, Bate and Tarsue Sanquin all of Sinoue and Grand Gedeh Counties.

In reference to this request, we are pleased to note that after carefully analyzing the technical information presented and verification by Resident County Surveyors, these documents are found to be correct and there exists no other claimants/titles.

Therefore, this Ministry hereby advises that the Forestry Development Authority can proceed in granting a PRIVATE USE PERMIT to these communities in fostering their goals.

Kind regards.

Very truly yours,

Hon. Maxwell C. F.
Acting Assistant Minister/DLS&C

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

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

Subject: Authentication & Verification of Deeded Land Properties in Southeastern Liberia Pertaining to: Wail, Bodia, Ghan, Jobepo
Kulu Shene-Boo, Sannibeler, Torso Sangu, Band and Toluna Magna Districts.

DATE: April 3, 2010

Background

Predicated on a written communication dated March 17, 2011 from the Management of Atlantic Resources, Ltd., under the signature of Mr. Augustus Abram, Planning Manager of A.R.L. requesting the Forestry Development Authority to authenticate, verify and issue Private Use Permits (PUPs) for eight (8) different community forests in Southeastern Liberia. A team of technicians from the FDA, blended with the Regional Staff was mandated by Managing Director Moses D. Wogbeh, Sr., to visit these areas for detail ground truthing and authentication of the area for Management’s reaction.

In light of this, the Technical Manager of Scientific Research & Development, the Manager of Geographic Information Systems & Remote Sensing, and the Regional Forester for Region #4, accompanied with the Management Officer, Extension Community Officer, Concession Preparation Officer, Contract Administrator, Inspection Forester, and the Community Engagement Ranger traveled to the land under consideration to conduct a joint ground truthing exercise of the area.

Field Patrol

During the period March 23-June 1, 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. The Technical Manager for Scientific Research & Development & the Manager of GIS & Remote Sensing
handled all technical issues relating to the deed location, boundaries and commencement/starting points.

On June 5, 2011, various working groups were formed by FDA staff on how to conduct an on the spot authentication and validation process among stakeholders and land owners. County officials were briefed by Regional Forester Philip Jockoko on the objective, scope and limitation of the exercise. Three (3) thematic working groups were formed.

For group #1, headed by Alexander Akoi, he made stop in Fish Town, River Gee. County late in the afternoon and presented a communication to the Acting Superintendent Hon. Pont Wesseh and explained to him the mission. Superintendent Wesseh wholeheartedly welcomed the group and told them to proceed to Webbo District to meet with the District statutory Superintendent: Hon. Samuel Boihen who will assist the team in conducting these exercises.

In Konowroko City, the meeting was held at the City Major’s premises with the City Major Hon. Wilfred G.N. Davis, the Statutory Superintendent Hon. Samuel Boihen, Paramount Chief of Tuebo Chiefdom, Hon. Moses Darbaha, and several town chiefs, elders, youth leaders, woman leaders attended these meetings in providing historical facts about their forests location and deed diagrams.

Group # 2 & 3 concluded similar exercises and were impressed with the warm reception received from all known settlements and satellite communities living within and out of the deeded polygons in Maryland County (Barrobo District, Plebe/Sodeco and Lower Kru Coast Districts). On June 11, 2011, the team held meeting with the people of Barrobo Statutory District in Globalen City, informing them about Atlantic Resource Logging Company/FMC Area “P” operation that is to start or take place in their areas and expressed interest in their community forests. The citizen expressed their cooperation and willingness through Superintendent Nathaniel Nagbe to work with Atlantic Logging in obtaining the community forests.

In Grand Kru County, Balseville City, FDA staff met with a cross section of the citizen including Hon. Clement Sugea Wom邦on, Senator Blamah Nelson, Representative Obendiah Shopadoe, I. of District # 1 and Representative George Wesseh Blamah of District # 2. They provided valuable services and information to FDA’s GIS & Remote Sensing Laboratory in the authentication and legitimacy of all deeds submitted by the County canvas.

**Findings**

Following an intensive tour by the three (3) teams we observed and authenticated that:

- Indeed the deeded land documents submitted to FDA do not overlap with any of Protected Area of Liberia.
- The land deed which is located in Sinoe, Grand Gedeh and River Cavoi Counties, shares common border with one another in some districts localities.
- Large portion of all the areas as described in the deeds consists of primary forests and species except those areas near the Dubo River, Jockoko River, Sine Creek, Mum Creek and the Sio Creek consists of mangrove swamps.
- The area is home of some protected wildlife animals species
- Large portion of all areas are suitable for harvesting (commercial logging).
- Topographically, the entire land mass of deeds submitted to FDA is relatively flat with more water ways.
- The areas are truly located in Southeastern Liberia
- Technically, the Metes & Bounds of all deeds are correct.
Recommendation

In view of the verification and confirmation of these documents by the Forestry Development Authority, coupled with our ground truthing, we hereby recommend that:

1. That the deed be forwarded to the Ministry of Lands, Mines & Surveys, especially the Director of Cartography for authentication. After authenticating the deed and found legitimate, the FDA should perform the below activities:

2. As per National Forestry Reform Law (NFRL) of 2006 provision in chapter five section 3.6, we therefore recommend that FDA Management issue a Private Use Permit for separate Tribal Land to the people of Southeastern Liberia, in compliance with all relevant requirements of this section (particularly section 5.6 c (i,ii,iii) and d (i,ii,iii,iv,v) respectively.

TEAM MEMBERS

1. Philip K. Jepkole,
   Regional Forester, Region # 4/FDA

2. Alexander D. Akot
   Management Officer, Region # 4/FDA

3. Sibo Kegon
   Extension Community Officer, Region # 4/FDA

4. Emmanuel S. Niaah
   Contract Administrator, Harper City, Region # 4/FDA

5. William Gay
   Inspection Forester, Region # 4/FDA

6. Francis Togha
   Concession Preparation Officer, Region # 4/FDA

7. Koffa Wiah
   Community Engagement Ranger, Region # 4/FDA

Co/
DMDA
Law Office
Commercial Department
File
Office of the Notary Public
Monrovía, Liberia

NOTARY CERTIFICATE

Personally Appeared Before Me in My Office within the County of Monrovía, Montserrado County, Republic of Liberia this

22nd day of February, A. D. 20

qualified Notary Public for and in the County of Montserrado and in the Republic Aforesaid the Parties to the attached documents.

MEMORANDUM OF UNDERSTANDING (MOU), by and between The People of Jadepe, Sinoe County, R. L. Party of the First Part and The Atlantic Resources Limited, Party of the Second Part

and did in my presence and in the presence of each other execute and signed their genuine signatures on the said Instruments (s) to be the person(s) they represent and that the same was made in my presence and declared by each of them to be their voluntary acts and in their own hand writing.

Therefore I Mary Mamie Howe, Notary Public aforesaid, have attached my Official Signature Notary Seal to avaid when and where Necessary.

I have affixed my genuine Signature attesting this transaction by the power vested in me to

2nd day of February, A. D. 20

MARY MAMIE HOWE
JONES & JONES LAW FIRM
NOTARY PUBLIC MONTSERRADO COUNTY R. L.
MEMORANDUM OF UNDERSTANDING (MOU)

This MOU is entered into by the 22nd day of December, 2002, by and between the people of Jedepo, Site C, County K.L. herein referred to as party of the first part and the Atlantic Resources Limited, county of Montserrat, P.A., herein referred to as party of the second part.

WITNESSETH

WHEREAS the people of Jedepo, Site C, County K.L., are owners of a community forest by virtue of a registered containing 17,650 acres (7,000 hectares) and no more and no less.

WHEREAS, the Atlantic Resources Limited, party of the second part, is a logging company registered under the laws of the Republic of Montserrat.

WHEREAS the people of said community have invited the party of the second part to carry out logging operations in their community forest, having had discussion and unanimously agreed on the aforementioned invitation and;

WHEREAS the party of the second part, Atlantic Resources Limited have consented to the invitation aforementioned that is to carry out logging operation in said Community forest;

NOW THEREFORE THE PARTIES have mutually agreed to be bounded as follows:

1. That the party of the first part, the people of Jedepo community assures the party of the second part, Atlantic Resources Limited that said Forest has no encumbrances; hence the part of the second part is authorized and free to commence its logging operations in said community forest.

2. That the party of the first part shall at all times defend and protect the rights of the part of the second part during its logging operations against all would be encroachers, intruders and trespasser on said property.

3. That the party of the second part, Atlantic Resources Limited, shall pay to the party of the first part the people of Jedepo US $3.00 (Three American-Dollar) per cubic meter of log at the end of each monthly production from the Community Forest which amount is to be utilized to implement all deserved projects of the party of the first part.

4. That the party of the second part should be willing at all times to assist the party of the part with vehicle(s) in emergency situations that is; pregnant women and persons in the community who may be in critical conditions from injuries.

5. That the party of the second part will take initiative to have talks with authorities of the FDA to conduct training for the Community Forest Management Body (CFMB) to enable them understand and play their role as officers and members.
6. That the party of the second part in carrying out its logging operations must respect the rights of the first party in carrying out its traditional practices in conformity with applicable customary law and must ensure that the party does not cut trees, medicinal plant sites, hunting ground and non-timber forest products.

7. That the FDA must ensure that the operations of the party of the second part are in compliance with existing forestry laws.

8. That the party of the second part in an association shall provide for the employment of skilled and unskilled employees of the people of the party of the first party.

9. That the party of the second part during its operations must not destroy or felling cash crops or other destruction to same.

10. That the party of the first part shall hold consultative and emergency meetings with the party of the second part in the mediation process. Wherein the above methods cannot settle the dispute the parties herein shall result to arbitration in line with the commercial arbitration rules, and judgment rendered by arbitrators may be confirmed by a court of competent jurisdiction.

11. That the party of the first part shall identify a primary road that will be built with concrete bridges and all other connecting major towns and villages will be connected with wooden bridges.

12. That the parties herein agree that this MOU shall be subject to review after every three years (3).

13. That the party of the first part in carrying out farming activities shall refrain from felling/damaging merchantable species.

14. That in the event of any dispute arising under this agreement the parties shall first seek to resolve their differences with aid of the FDA, and wherein the matter remains undetermined, local government officials should be referred to as neutral parties in the third party mediation process. Wherein the above methods cannot settle the dispute the parties herein shall result to arbitration in line with the commercial arbitration rules: and judgment rendered by arbitrators may be confirmed by a court of competent jurisdiction.

15. That the terms and conditions herein above mentioned are strictly meant to be the intentions of the parties to this MOU, and any and all other discussions of the parties prior to the execution of this MOU are null and void.

16. That the parties herein, their heirs assigns and successors in office, administrators/ trix are bounded by this instrument.
PARTY OF THE FIRST PART

Evelyn Winkler, Ev.

PARTY OF THE SECOND PART

Augustine M. Banda,

ATTESTED BY FDA
Memorandum Of Understanding (MOU), by and between
The People of Jado, Sine County, R.L., Party of
the First Part

AND

The Atlantic Resources Limited, Party of the Second Part

LET THIS BE REGISTERED

[Signature]
Commissioner of Probate Mo. Co.

Probate this 3rd day of March
A.D. 2011

[Signature]

Registered According to Law
Vol 7- Page 1-2

OFFERED INTO PROBATE BY
JONES & JONES

(Army and Counsellors at Law)
Monrovia, Liberia
Private Use Permit