

Private Use Permit Contract

Between The
Forestry Development
Authority

&

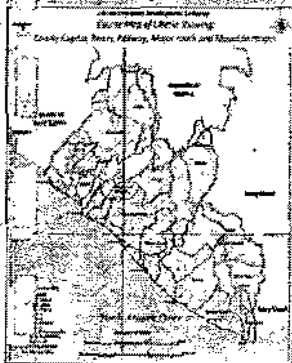
*The People of Korninga Chiefdom,
Bopolu District, Gbarpolu County*

F.D.A

P.O. Box 10-3010

Whein Town, Mt. Barclay

1000 Monrovia, 10 Liberia



November, 2011



**REPUBLIC OF LIBERIA)
MONTERRADO COUNTY)**

PRIVATE USE PERMIT CONTRACT BETWEEN THE FORESTRY DEVELOPMENT AUTHORITY AND THE PEOPLE OF KORNINGA CHIEFDOM, BOPOLU ADMINISTRATIVE DISTRICT, FOR THE HARVESTING OF 90,527 HECTARES OF FORESTLAND LOCATED IN BOPOLU SATUTORY DISTRICT, GBARPOLU COUNTY, REPUBLIC OF LIBERIA

THIS CONTRACT made and entered into this 11th day of November 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 Konigba Chiefdom, Bopolu District, Gbarpolu County, hereinafter referred to as **Korninga** represented by Bopolu Development Corporation (BODECO), by and thru **Chief Kiafa Manjoe-Paramount Chief, Korninga Chiefdom**, 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 Korninga Chiefdom, Bopolu District, Gbarpolu County, above described, are legitimate and bonafide owners of an aggregated land mass of 223,692 acres/90,527 hectares of forested land by virtue of possession through a legitimate grant by a Grant Land deed;

WHEREAS, by virtue of Section 5.6 (d) (i) of the National Forestry Reform Law (NFRL) of 2006, copy of said **Land Deed under the signature of the Commissioner Sgd. J. Gbaflen Davies of Gbarpolu County, dated December 3, A.D. 1962** in proof of ownership of the subject aggregated tract of land is hereto attached and marked Exhibit "A" in bulk 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 Konigba Chiefdom, Bopolu District deeded land through a letter under the signature of Deputy Mimister for Operation (DMD) MLME, Ernest C. B. Jones, Jr. 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 Konigba Chiefdom, Bopolu District, have given their **written consent** to the appointment and selection of Bopolu Development Corporation (BODECO), by and thru Chief Kiafa Manjoe-Paramount Chief, Korninga Chiefdom for the sustainable management of their forest resources. The said Instruments of Authorization in favor of Bopolu Development Corporation (BODECO), from the citizens of Korninga Chiefdom, Bopolu District, and a

Petition and Forest Utilization Agreement are hereto attached and marked Exhibit "C" and "D" respectively to form an integral part of this Permit.

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 "E" forming also an integral part of this contract;

WHEREAS, **Korninga** is desirous of commercializing harvestable tree species on the said accumulative tract of 223,692 acres/90,527 hectares of land;

WHEREAS, the Authority having examined **Korninga's** application and the requirements of Section 5.6 of the NFRL having been met, declares **Korninga** 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.

- n. **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 Koringa Chiefdom Forest Land & Map

Metes & Bounds

Commencing at Saviama Town (UTM 29N 0429984-0899227) on the boundary of Proposed Kpo Protected Area, thence a line runs Southwestward along the Tuma River for 5,630 meters to a point; thence a line runs Due-South for 3,370 meters to a point; thence a line runs Due-West for 1,100 meters to a point; thence a line runs Due-South for 2,590 meters to a point on a creek; thence a line runs along said creek Westward for 1,750 meters to a point; thence a line runs S 62° W for 8,120 meters to a point on a creek; thence a line runs along said creek for 4,040 meters to a point; thence a line runs S 25° W for 200 meters to a point; thence a line runs S 75° W for 3,300 meters to a point; thence a line runs S 70° W for 1,420 meters to a point; thence a line runs Due-West for 690 meters to a point; thence a line runs N 81° W for 610 meters to a point on a motor road; thence a line runs along said motor road Southward for 4,720 meters to a point; thence a line runs N 87° E for 630 meters to a point on a creek; thence a line runs along said creek South-Eastward for 7,830 meters to a point; thence a line runs S 20° W for 2,120 meters to a point; thence a line runs S 22° W for 2,910 meters to a point; thence a line runs S 13° E for 1,740 meters to a point; thence a line runs S 22° E for 940 meters to a point; thence a line runs N 76° W for 460 meters to a point; thence a line runs N 26° W for 1,900 meters to a point; thence a line runs N 74° W for 1,170 meters to a point; thence a line runs S 16° W for 840 meters to a point; thence a line runs N 78° W for 1,000 meters to a point; thence a line runs S 22° W for 630 meters to a point; thence a line runs S 73° W for 1,670 meters to a point; thence a line runs N 76° W for 1,170 meters to a point; thence a line runs Due-West for 780 meters to a point; thence a line runs N 73° W for 710 meters to a point; thence a line runs N 9° W for 10,050 meters to a point; thence a line runs S 84° E for 720 meters to a point; thence a line runs N 43° E for 1,980 meters to a point; thence a line runs N 30° E for 2,010 meters to a point; thence a line runs N 15° W for 2,070 meters to a point; thence a line runs N 29° W for 2,470 meters to a point; thence a line runs N 83° E for 2,510 meters to a point; thence a line runs N 10° E for 7,040 meters to a point; thence a line Due-North for 11,560 meters to a point; thence a line runs N 31° E for 6,360 meters to a point; thence a line runs N 31° E for 2,800 meters to a point; thence a line runs N 38° West for 3,460 meters to a point; thence a line runs N 58° E for 4,280 meters to a point; thence a line runs S 5° E for 3,200 meters to a point; thence a line runs S 45° E for 22,500 meters to a point; thence a line runs S 83° E for 2,750 meters to a point; thence a line runs S 15° E for 4,360 meters to a point; thence a line runs S 20° E for 7,260 meters to a point on a creek; thence a line runs along said creek Southward for 2,640 meters to a point; thence a line runs S 30° E for 1,150 meters to a point; thence a line S 60° E for 1,170 meters to a point on the Tuma Creek; thence a line runs along said creek Southward for 14,970 meters to the point of commencement embracing a total area of **81,279** hectares and *NO MORE*.

4. **Contract Objective**

- a. To harvest merchantable tree species from 81,279 hectares of tract of land otherwise called the Kominga 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 500 locals of the contract area and surrounding towns and villages.

5. **Contract Duration**

The contract shall be for twenty five years (25) years as it is a size of a Forest Management Contract (FMC).

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.

11. **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.

12. **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.

13. **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

14. Governing Laws

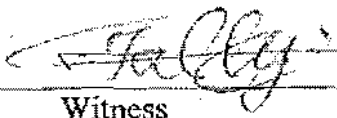
In effecting this Contract between the Corporation and the Authority, the relevant Laws of Liberia including but not limited to the National Forestry Reform Law and regulation governing Chain of Custody will prevail.

15. 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.

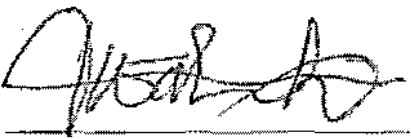
FOR THE AUTHORITY


Witness

Approved:



Moses D. Wogbeh, Sr.
Managing Director

FOR THE CITIZENS OF KORNINGA CHIEFDOM, BOPOLU DISTRICT


Witness

K A I F A M A N J O E
Chief Kiafa Manjoe-Paramount Chief

Approved


Florence Chenoweth
Chairman-FDA Board of Directors



**KORNINGA CHIEFDOM
BOPOLU DISTRICT
GBARPOLU COUNTY
REPUBLIC OF LIBERIA**

September 28, 2011

Hon. Moses D. Wogbeli
Managing Director
Forestry Development Authority (FDA)
Monrovia, Liberia

Dear Sir:

We extend greetings from the People of Korninga Chiefdom, Gbarpolu County and wish you well.

On behalf of the People of Korninga Chiefdom, we are requesting your issuance of a Private User Permit (PUP) for our Forest Land with our district which is a part of our holding with the Bopolu People. It is our hope that this area be managed by the Bopolu Development Corporation (BODECO), a company that has had some understandable arrangements with our Tribal Authorities in order to legally exploit said forest reserve for commercial use that will bring some development to our Chiefdom.

Again our sincere best wishes.

Kind regards.


Sincerely,


For and on-half of the People of Korninga Chiefdom.


Chief Kiafa Manjoe
Paramount Chief, Korninga Chiefdom

Richard M. Ballah
Clan Chief, Gbainkpai Clan
Korninga Chiefdom

Augustine Kamara
Clan Chief, Gbeleets Clan
Korninga Chiefdom







Old man Kpaku Laban
Chief Elder, Korninga Chiefdom



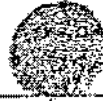
Big Tommy S. Dougla
Co-Chief Elder, Korninga Chiefdom

Big Tommys. Dougla

George B. Sumo
Youth Leader, Korninga Chiefdom

George B. Sumo

Madame Zedou Kolubah
Women Leader, Korninga Chiefdom



Mr. Urias T. Garmo
Chairman, Community Forest
Management Body (CFMB)
Korninga Chiefdom

Urias T. Garmo

Mr. James G. Walbah
Chairman, Korninga Development
Association (KDA)

James G. Walbah



Republic of Liberia
 Ministry of Lands, Mines & Energy
 P. O. Box 10-9024, Monrovia, Liberia



FILE
 07/11/2010

INTER-AGENCY MEMORANDUM

TO : The Managing Director
 Forestry Development Authority (FDA)

: The Minister
 Ministry of Lands, Mines & Energy

From : Ernest C. B. Jones, Jr.
 Registered Land Surveyor / Land Consultant
 Deputy Minister for Operations (DMO) / MLME

SUBJECT : Review of Aborigines Grant Deed in favor of Chief Boima Ziamah
 for Bopolu Chiefdom, as recorded in Volume 87-D page 208

Date : Wednesday, November 03, 2010

1. EXECUTIVE SUMMARY

This report is in fulfillment of a request by The Managing Director of Forestry Development Authority (FDA), to review the **Aborigines Grant Deed** in favor of Chief Boima Ziamah for Bopolu Chiefdom, as recorded in Volume 87-D page 208; and to submit the findings of said review to the Forestry Development Authority (FDA) for its consideration. My understanding is that the purpose of this review is to provide an expert's opinion and answers to the following questions:

1. Did President William V. S. Tubman really grant 790,982 acres of land to Chief Boima Ziamah for the Bopolu Chiefdom;
2. If so, was the grant legal? Did the President have the power to grant such land? and
3. What rights does such a grant confer upon Chief Boima Ziamah and/or the Chiefdom of Bopolu?

This review of the aforementioned Deed was made along with other instruments (reference materials) relating to tribal land rights. The findings are summarized below as follows:

1. Yes, the Deed and other references (*oral and written historical records and analysis*) do provide sufficient evidence that President William V. S. Tubman did grant such a large track of land to Chief Boima Ziamah for the Chiefdom of Bopolu. The fact that the Deed

was executed in 1947 and only registered in December 1962 does not negate its validity; although it may be a defect in cases against other instruments executed and probated prior to 3 December 1962. In fact, considering the size of this parcel of land (780,982 acres), and the very large number of public land sales effected between 1947 and now for properties within Bopolu Chiefdom, the most prudent approach would be to consider all Deeds issued by any President up to this date, for portions of the said property, as Good and Valid. The residual, unencumbered portion of this Grant still constitutes a sizable track of land which can and should bring substantial benefits to the people of Bopolu Chiefdom.

2. Yes, President Tubman did have the power to issue such a grant. It was an established policy of the Government at the time; and there was precedence. In 1938, President Edwin J. Barclay signed an Aborigines Grant Deed for Six Hundred Ninety Thousand (690,000) Acres of land, to the Chiefs, Elders and Citizens of Belle Chiefdom. By 1947 there were several legislations permitting the President to grant land to aborigines, with actually no limitation on the size of the land that could be granted. In fact the principle was that "*Their respective domains must be of sufficient size to meet their livelihood needs*"; as such it was possible for the President to grant an applying chiefdom all the land contained within the said chiefdom.
3. The granting of this Deed does not and should not be construed to convey fee simple title to Boima Ziamah and his heirs and assigns; neither does it grant fee simple title to all the people of Bopolu Chiefdom "in common". However, as permitted by existing legislations², it conveys communal land title to all the people of Bopolu Chiefdom. The principles laid down by the legislatures existing at the time are summarized in a study commissioned for the FDA as outlined below³:
 - a. Territorial title in Liberia vests in the Sovereign State.
 - b. Property title in the Hinterland belongs to respective tribes, irrespective of whether or not they acquire and hold official deeds describing those areas.
 - c. Their respective domains must be of sufficient size to meet their livelihood needs.
 - d. Tribes may convert their estates into a fee simple communal holding, as long as they pay for the prerequisite survey themselves.
 - e. In such cases the chief will hold the land as trustee for the community.
 - f. The only condition of receiving fee simple titles will be that the land cannot be sold or transferred.
 - g. However the tribe may in due course, if it wishes, petition government to subdivide the entitlement into 25 acre family lots.
 - h. Non-members may rent land in the domain (i.e. not own it). Chiefs were encouraged to take up the opportunity

Chapter 2 – Law and the customary right to land. 'So who owns the forest?' An investigation into forest ownership and customary land rights in Liberia by Liz Alden Wilyn

² The word "legislation" is used here in its broad meaning to include specifically the Hinterland Laws and Administrative Regulations (1905, 1925, 1929, 1936 and 1949)

³ Same as ref. 1 above.



2. ANALYSIS

This review included detailed analyses of the technical elements of the Grant Deed; the findings of which are outlined below.

2.1 The Form and Text of the Deed

The form and text of the Deed under review are consistent with all other similar Grant Deed of the time:

The 1938 Grant Deed to the Belle Chiefdom reads: “*Whereas it is the true policy of this Government to induce the Aborigines of the Country to adopt Civilization and to become loyal citizens to this Republic and Whereas one of the best means thereto is to grant lands in fee simple of those showing themselves fit to be entrusted with rights and duties of full citizenship as voters and whereas the Chiefs, Elders and Citizens of Belle Chiefdom Western Province have shown themselves to be persons fit to be entrusted with said rights and duties, Now Therefore Know Ye, That for and in consideration of the various duties of Citizenship hereafter to be legally performed by the said Chiefs, Elders and Citizens of Belle Chiefdom, Western Province, I, Edwin J. Barclay President of the Republic of Liberia, for myself and my successors in Office have grant and by these presents do give, grant and confirm unto said Chiefs, Elders, and Citizens of Belle Chiefdom ...*”

This 1947 Grant Deed to the Bopolu Chiefdom reads the same except that (a) it appoints the Chief Boima Ziamah as trustee, and (b) it adds a legal requirement of the payment of One (1) dollars. It reads: “*Whereas it is the true policy of this Government to induce the Aborigines of the Country to adopt Civilization and to become loyal citizens to this Republic and Whereas one of the best means thereto is to grant lands in fee simple of those showing themselves fit to be entrusted with rights and duties of full citizenship as voters and whereas Chief Boima Ziamah for the Bopolu Chiefdom has shown himself to be person fit to be entrusted with said rights and duties, Now Therefore Know Ye, That for and in consideration of the sum of One dollar paid to the Republic of Liberia and the various duties of Citizenship hereafter to be legally performed by the said Chief Boima Ziamah for the Bopolu Chiefdom, I, William 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 said Chief Boima Ziamah for the Bopolu Chiefdom, ...*”

A fine comb of the text may reveal some minor differences; but those cannot constitute grounds for negation of the validity of the Deed, once the intention of the President was to grant the land to the people of the Chiefdom.

2.2 The Metes and Bounds

The Metes and Bounds of the parcel of land contained in the Deed attempt to define a very large track of land by the lengths and directions of boundary lines; but when such boundaries are rivers or creeks, the Mets and Bounds simply name the river and state for example “*...thence by a series of bearings along the Turn Creek South ...*” to define the limits of the property.



Such description presents difficulties in determining the exact quantity of land mathematically, except by a detailed survey investigation involving ground or aerial measurements. In other words; the acreage stated may be a little more or less on the ground today, especially considering that new political boundaries have been defined.

This review did not include a rigorous comparison of what is defined in the Deed and what is feasible on the ground. There is a need to actualize the boundaries on the ground by survey. However, we have to recommend that a comprehensive Desk Study be done first to determine which portion of Bopolu Chiefdom, does this parcel cover; and whether or not it runs into other chiefdoms, a situation which the text of the Metes and Bounds clearly attempts to avoid. This task is quite achievable using modern GIS facilities and local knowhow.

As stated above, the residual land that is unencumbered would constitute a large area which may be less than 790,982 acres. The important thing is that the parcel is situated within what is now known to be Bopolu Chiefdom, and not outside.

Land descriptions as contained in Deeds are often subject to some incorrectness; and that does not necessarily negate the validity of the Deed. In this case there are a few minor errors; but by and large, the Metes and Bounds use known features such as the Kpo Hill, the Lofa River, the Turn Creek, Ma-Hatle Creek; as well as the limits of neighboring Chiefdoms and Clans (i.e. *Bokomu Chiefdom, Fugna Chiefdom, Kuna Chiefdom, Komah Chiefdom, Mecca Chiefdom, Gola Chiefdom, Belleh and Pokum Chiefdom, etc.*) to define the limits of this property.

It is clear here that the intension was to grant to Bopolu Chiefdom all the land known at the time to constitute what was Bopolu Chiefdom. A resurvey is imperative; and it must take into account the fact that some of the defined boundaries may have changed a little.

2.3 The Registration and Probation

The Certified copy was confirmed to have been granted by the then acting Minister of Foreign Affairs, Hon. Christopher Minikon and the then Director of the Archives, Robert M. Gray. The Endorsement was checked and confirmed to be:

ABORIGINEES GRANT DEED from the Republic of Liberia to Chief Boima Ziamah for Bopolu Chiefdom, Lot No. N/N, Situated at Bopolu Chiefdom, Mo. Co. "Let This Be Registered" Sgd. J. Gbafien Davies, Commissioner of Monthly and



Probate Court, Mo. Co. Probated this 3rd day of Dec. A.D. 1962, Sgd. S. E. Williams, Clerk, Monthly and Probate Court, Mo. Co. Registered according to law Vol. 87-D Page 208 Sgd. E W. Smallwood, Reg. Mo. Co.

Many of such records have been destroyed and are not recoverable. It is advisable to seek to register and probate the report (Surveyor's Certificate & Map) resulting from any future survey. It is imperative to register the resultant area after a survey, given that boundaries may change and during the survey other parties may come forth with valid claims to parcels within the larger area.

3. CONCLUSIONS

While it may seem strange that such a large track of land was granted to the Bopolu Chiefdom; however, this review finds that it was normal in those days that the President would issue Aborigines Grant Deeds for all the land claimed by the Chiefdom.

The retracing of the original record for such Deeds often proves difficult, given the special circumstance of the country; however, one of the key principals enshrined in legislations existing at the time is that *"Property title in the Hinterland belongs to respective tribes irrespective of whether or not they acquire and hold official deeds describing those areas"*; and the political circumstances of those days favored the issuance of such Grant Deeds.

There are some errors in the Metes and Bounds contained in the Deed; hence the boundaries may not be absolutely definable based on the said Mets and Bounds; however, the said Metes and Bounds rely heavily on natural features and traditionally accepted boundary marks (Hills, rivers, creeks, towns and know chiefdom and clan boundaries) which can be retraced on the ground. Hence, the property can be re-demarcated and defined on the ground through a field survey.

In essence this review concludes that the people of Bopolu Chiefdom cannot be denied the rights to the tribal and community land situated in Bopolu Chiefdom on the basis of minor irregularities that may have been observed in this Grant Deed.

In consideration of all of the above, I make the recommendations outlined below:



4. RECOMMENDATIONS

- 4.1 That Bopolu Chiefdom be allowed to benefit from leases to be accrued from the exploitation of community forests situated within present-day Bopolu Chiefdom; provided however that all titles granted by Public Land Deeds duly executed, probated and registered for properties within the Chiefdom will take precedence and be considered superior title to the Community land rights;
- 4.2 That Bopolu Chiefdom be required to conduct, within eighteen (18) months, a comprehensive re-survey of the boundaries defined in the Grant Deed under review.
- 4.3 That the re-survey must be preceded by a comprehensive Desk Study to be conducted in keeping with the following basic Terms of Reference:

The Desk study shall produce detailed maps of the property defined in the Deed, based on existing topographic and thematic maps and other geographic information; as well as a well documented report.

The outputs of the Desk Study shall include: (a) a map showing all of the rivers, towns, Mountains referred to by the Metes and Bounds contained in the Grant Deed (b) a map showing the political boundaries of all the Chiefdoms and Clans mentioned in the Grant Deed, as they were known to be in 1949 (c) a map combining a & b above; (d) a computation of the acreage of what was Bopolu Chiefdom at the time – as shown on the above said maps; (e) a plotting of the Metes and Bounds of the Grant Deed superimposed onto the map defined above in (c); and a determination of the gaps in the descriptions contained in the Grant Deed.

The Study must be done by a competent local consulting firm with expertise in surveying, mapping and land consultancy, to be approved by the Ministry of Lands, Mines & Energy.

- 4.4 That the completion of the desk study must be a pre-requisite to the granting of **community forest rights**. The geographic information to be produced by such a desk study are extremely necessary for managing competing interests of the Chiefdom and other neighboring Chiefdoms, the County and the Central Government, and avoiding possible conflicts. On the other hand, without adequate information, the tendency is that resources and development opportunities tend to be stagnated out of fear of possible conflicts.

REPUBLIC OF LIBERIA

TO ALL TO WHOM THESE PRESENTS COME, Whereas it is the true policy of the Government to induce the Aborigines of the Country to adopt Civilization and to 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 be trusted with the right and duties of full citizenship including the right to vote, and Whereas Chief Boima Ziamah for the Bopolu Chiefdom has shown himself to be a person fit to be entrusted with said rights and duties. Now Therefore Know Ye That said Chief Boima Ziamah for the Bopolu Chiefdom for and in consideration of the sum of One dollar paid to the Republic of Liberia and the various duties of citizenship hereafter to be legally performed by the said Chief Ziamah for the Bopolu Chiefdom by William 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 Ziamah for the Bopolu Chiefdom, his heirs, executors, administrators and assigns forever, all that piece or parcel of land situated, lying and being in the Bopolu Chiefdom in Montserrado County, and bearing in the records of said County the Number 11/N and bounded and described as follows:-

Commencing at the Summit of Kpoo Hill, thence a bearing South 45 degrees West distance 66,000 feet or 12.50 miles on the West Territory of Bokum Chiefdom, thence magnetic South 80 degrees West distance 126,720 feet or 24 miles Western Territory Kuna Chiefdom, Central Province, thence a magnetic bearing North 75 degrees a distance 91,680 feet or 6 miles Western Territory Kuna Chiefdom, thence a magnetic bearing South 56 degrees West a distance 8.50 miles or 14,900 feet to the approach term of Flumubu of the Obansia Clan Bopolu Chiefdom, thence a series of bearings changing from South 59 degrees West a distance 62,904 feet or 12.00 miles at the Southern Territory of Mecca Chiefdom and Lofa Gela. Thence a series of bearings North 18 degrees East along the Ma-hatto Creek distance 15,280.40 feet a 28.94 miles to Eastern Territory of Goda Chiefdom, thence a magnetic bearings North 02 degrees West a distance 37.32 feet or 5.15 miles right bank of the Lofa River and terminating at the junction of 157,080 feet or 29.89 miles at the Western Territory of Komah Chiefdom, thence a bearing South 75 degrees East distance 890,040 feet or 5.50 miles thence series of bearing along the Turn Creek South 41 degrees West along distance 18 degrees West 48,580 feet Territory of Bella and Pokum Chiefdom

Contains a bearing South 80 degrees West distance 25,000 feet or 4.15 miles to place of commencement at Summit or Kpo Hill and total area of 1,235.90 acres or 790,902 Acres no more.

TO HAVE AND TO HOLD the above granted premises together with and and singular the buildings, improvements and appurtenances thereto belonging to the said Chief Boima Ziamah for the Bopolu Chiefdom, his heirs, executors, administrators or assigns. And I the said William V. S. Tubman, President aforesaid for myself and my successor in office do covenant to and with the said Chief Boima Ziamah for Bopolu Chiefdom his heirs, executors, administrators and assigns that at the time of the execution of this instrument, I the said William V. S. Tubman, President 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 aforesaid Chief Boima Ziamah for the Bopolu Chiefdom his heirs, executors, administrators and assigns against the lawful claims and demands whatsoever to any part of the above granted premises.

IN WITNESS WHEREOF I have hereto set my hand and caused the Seal of the Republic to be hereto affixed this 11th day of January A.D. 1947.

Sgd. William V. S. Tubman
PRESIDENT

SEAL

Sgd. Rouben B. Logan
Registrar, Mo. Co.

\$1.00 Revenue Stamp

E N D O R S E M E N T

ABORIGINEES GRANT DEMD From Republic of Liberia To Chief Boima Ziamah for Bopolu Chiefdom, Lot No. N/N Situated at Bopolu Chiefdom, Mo. Co. "Let This Be Registered" Sgd. J. Gafflen Davies, Commissioner of Land and Probate Court, Mo. Co. Probated this 3rd day of Dec. A. D. 1962 Sgd. S. E. Williams, Clerk, Monthly and Probate Court, Mo. Co. Regist according to Law Vol. 87-D Page 208 Sgd. E. W. Smallwood, Reg. Mo. Co.

THIS IS TO CERTIFY that the within document
is a true and correct copy of an ABORIGENES GRANT
DEED, in favour of Chief Selmaannah for Depolu
Chiefsdom as recorded in Volume 87-D Page 208 of the
the Records of Montserrat County filed in the
Archives of the Ministry of Foreign Affairs.



GIVEN UNDER my hand and Seal of the
Ministry of Foreign Affairs this 31st
day of MAY A. D. 1985 and of the Repu-
blic the One Hundred and Thirty-Eighth.

Stephen Miniken
ACTING MINISTER OF FOREIGN AFFAIRS

CHECKED BY:

Robert H. Gray
DIRECTOR OF ARCHIVES



THE EXECUTIVE MANSION
OFFICE OF THE PRESIDENT
MONROVIA, LIBERIA

SKD-IV/MSWP-760/89

December 13, 1989

Mr. Managing Director,

I have been informed by the citizens of Koringa Clan, Bopolu Chiefdom, Bopolu Statutory District, that during the 1956/57 survey conducted by Government to establish National Forest Reserves throughout the country, portion of their Clan covering 300,000 acres including nine (9) towns was surveyed out of their legally deeded land and declared part of the Forest Reserve. Consequently, the inhabitants of the towns engulfed by the Reserved Forest were prohibited from farming in the area.

Because of the apparent unavailability of farm land for cultivation by residents of these affected areas, therefore, the citizens have petitioned Government succinctly requesting the following:-

1. That the portions of the Reserved Forest surrounding the nine (9) towns be released to them in order to ease the threat posed on their survival by the ban on farming in the region.

.../2

The Honourable
The Managing Director
Forestry Development Authority
Monrovia, Liberia



THE EXECUTIVE MANSION
OFFICE OF THE PRESIDENT
YEREGOVAN, ARMENIA

THE MANAGING DIRECTOR
FORESTRY DEVELOPMENT AUTHORITY
PAGE - 2

2. That companies operating in the area be made to pay rent directly to the Clan to enable the citizens undertake development programs.

I am seriously concerned about the reported situation which seems to threaten the existence of our citizens in that part of the country. Hence, you will forward me your immediate observation on the foregoing petition for my timely consideration in the premises.

Kind regards,

Very truly yours,


Arshak Kanyon Dots
PRESIDENT

Recd 8/9/11

LAND & HOUSING DEVELOPMENT INC.

Making Land & Housing Available, Affordable and With Security of Tenure Through Creativity, Expertise and Professionalism
Suite 1, C16 Road Monrovia, Liberia Cell: (231) 96 463 772 / 86 573 607 Email: info@landhousing.com

Tuesday 6, 2011

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

Dear Hon. Wogbeh,

We are pleased to extend our compliments and to submit for you information and consideration the attached copy of desk study on the natural resources of Bopolu District.

As you will recall, based on your request, in November 2010, the Ministry of Lands, Mines & Energy conducted a review of the Aborigines Grant Deed issued on 1 January 1947 in favor of Chief Boima Ziamah for Bopolu Chiefdom, as recorded in Volume 87-D page 208. The purpose of this review was to provide expert's opinions and answers to the following questions:

1. *Did President William V. S. Tubman really grant 790,982 acres of land to Chief Boima Ziamah for the Bopolu Chiefdom;*
2. *If so, was the grant legal? Did the President have the power to grant such land? and*
3. *What rights does such a grant confer upon Chief Boima Ziamah and/or the Chiefdom of Bopolu?*

The Ministry of Lands, Mines & Energy submitted its findings to the Forestry Development Authority (FDA) for its consideration. The recommendations of the Ministry's Review are as follow:

1. That Bopolu Chiefdom be allowed to benefit from leases to be accrued from the exploitation of community forests situated within present-day Bopolu Chiefdom; provided however that all titles granted by Public Land Deeds duly executed, probated and registered for properties within the Chiefdom will take precedence and be considered superior title to the Community land rights;
2. That Bopolu Chiefdom be required to conduct, within eighteen (18) months, a comprehensive re-survey of the boundaries defined in the Grant Deed under review; and
3. That the re-survey must be preceded by a comprehensive Desk Study...

Land & Housing Development Inc. was engaged by eminent persons of Bopolu District to conduct this Desk Study, the findings of which are summarized hereunder as follow:

- a. That the area known today as Bopolu District is entirely within the metes and bounds of land deeded by the Aborigines Grant Deed issued on 1 January 1947 in favor of Chief Boima Ziamah for Bopolu Chiefdom, as recorded in Volume 87-D page 208; and as such the people of Bopolu do have legitimate Customary Land Rights to all that land except for parcels which have been otherwise alienated by duly issued Deeds based on duly issued Tribal Land Certificates, to third parties.

ack by THU RED

- b. That the current Bopolu District is much smaller in size than the parcel of land-deeded to the people of Bopolu in 1947. This difference in area may have been caused by two possible factors (a) inadequate mapping by USGIS and other agencies, (b) some compromises made by chiefs and elders for the sake of peaceful coexistence with neighboring districts. The people of Bopolu District claim that several villages/ towns which are known and accepted by all neighboring tribal groups to be within Bopolu District, and subject to the administration of the Bopolu District Commissioner, have been mistakenly mapped and listed as being outside Bopolu District and instead within other neighboring Districts. These claims have been attested by respectable non-interested third parties as being correct. The study recommends measure for correcting these mapping errors.

We should reemphasize here that these proposed corrective measures should in no way or by no means become reasons for denying the people of Bopolu their undeniable rights to the property as defined above. First they should be allowed to enjoy their rights over areas which are not contested (those within Bopolu District with no other adversely contested private land rights). Next, they should be allowed to conclude the survey) within 18 months) which we hope will resolve some if not all of the other issues.

- c. That the Bopolu District is very richly endowed with many natural resources other than forest; (i.e. Gold, Diamond, iron ore, and fertile land, etc.). The FDA is a torchbearer in the promotion of communities' land rights. The People of Bopolu are encouraged to establish an endowment fund through which they can ensure access to benefits from all sectors. The FDA again can and should take the lead by granting them access to economic opportunities accruing from the forestry sector.

Given that the People of Bopolu have, by this Desk Study, achieved this major first step requirement prescribed by the review conducted by the Ministry of Lands, Mines & Energy, we trust that you shall use your good offices to grant them the necessary approvals to obtain appropriate benefits from the forest resources, within the framework of existing Laws and regulations.

The Detailed boundary study which was recommended to be completed within 18 months can be realized only if the People of Bopolu obtain the pertinent community rights associated with that land. Land & Housing Development Inc. remain seized with this matter and committed to assisting the People of Bopolu towards the fulfillment of all land related requirement prescribed by Government.

Best regards,


Project Coordinator / Bopolu Desk Study

**BOPOLU CHIEFDOM
BOPOLU DISTRICT
GBARPOLE TOWN**

A DESK STUDY

ON

“THE BOPOLU CHIEFDOM LAND”

&

NATURAL RESOURCES

OF

BOPOLU DISTRICT

August 24, 2011

approximately 562,058 acres defined by LISGIS as being part of Bopolu District.

The effect of any subsequent field boundary identification exercise could be the adding of a number of towns identified by the People of Bopolu and neighboring chiefdoms as being part of Bopolu Chiefdom; but left outside by the LISGIS delineation.

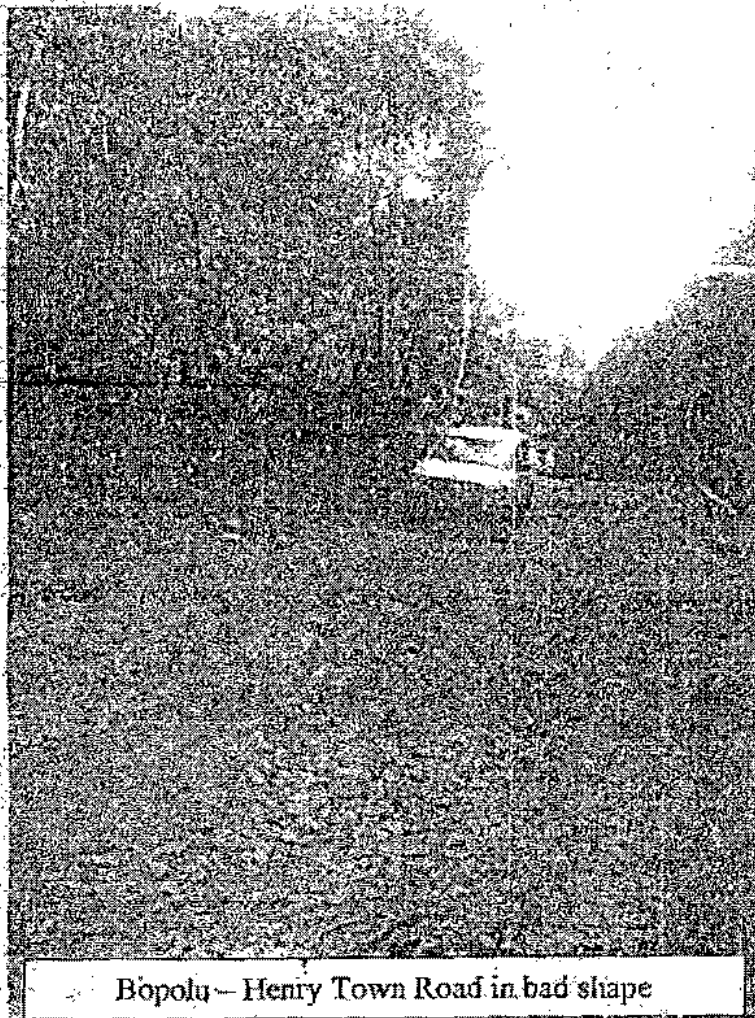
This report contains maps showing the boundaries of Bopolu Chiefdom (a) as recognized by LISGIS and (b) as claimed by the people of Bopolu.

The claim of several towns being part of Bopolu District and not belonging to Gbarma District or Belleh District or Bokomu District as shown on the LISGIS map, have been confirmed by independent sources both within the district and at the Liberian Cartographic Service (LCS) of the Ministry of Lands, Mines & energy.

It seems clear that the Boundaries of Bopolu District need to be redrawn. This will require the combined efforts of the Ministries of Internal Affairs, Lands, Mines &

Energy, Planning etc. or through the National Boundary Committee which is chaired by the Minister of Internal Affairs co-chaired by the Ministry of Lands, Mines & Energy.

While this exercise may be necessary, it should not be used as a reason for any delays in the implementation of development and/or commercial activities. The areas currently delineated as being Bopolu District are certainly within Bopolu District. Additional areas may be reclaimed later, and therefore the FDA or the MLME should not withhold approval of resource rights requested by the people of Bopolu because of boundary claims.



Bopolu - Henry Town Road in bad shape

1.2 Natural Resources

Bopolu District is richly endowed with numerous natural resources. This report shows the Mineral and forest resources on various maps.

1.2.1 Forest Resources

Over 70% of the land area of Bopolu District is covered by forest of various intensities. Included in this report is a map showing areas encumbered by forestry concessions, timber sales contracts, protected areas and forest plantations. In spite of these encumbrances, there is still a very large portion (approximately 35% of the District land) that is unencumbered and could be available for community forest. The unencumbered portions of forest land are largely in Gongbayah and Bopolu (Bondi-Mandingo) Chiefdoms. Most of Koninga Chiefdom is shown as encumbered.

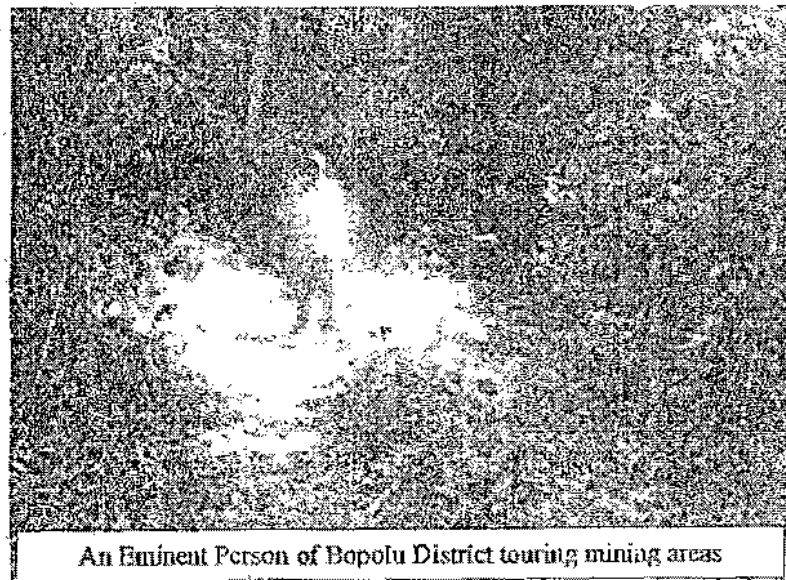
This information may have to be updated by FDA's GIS section. The data was obtained from DCW shape files available at FDA and LISGIS. These will have to be updated as FDA grants new licenses/contracts.

1.2.2 Mineral Resources

Bopolu District is also richly blessed with Mineral Resources. This report contains maps showing the Mineral Potential and the Mineral Status. The principal minerals are Gold and Diamond; but there are also indications of copper, manganese and iron formations.

The Mineral property map of Liberia shows that almost the entire district is already issued out to potential investors either as Mineral Reconnaissance License, Exploration License or Mineral Development Agreement.

However there are numerous small holder (Class "B" and Class "C" mining Licenses issued to local people.



An Eminent Person of Bopolu District touring mining areas

A Bopolu District Development Corporation, if it existed, could do well to acquire some mineral rights and invite potential investor to joint venture. The status of mineral rights will require more in dept investigations; but the people of Bopolu District are encouraged to seek partnerships and joint ventures with serious potential investors in the mining sector.

As landlords the Bopolu people do have certain rights to natural resources situated on their land. The Forestry sector has by law recognized such rights and made provisions for communities to benefit. A revision of the Mineral and Mining Law of 2000 is imperative and pending. The People of Bopolu should now make representations to the Minister of Lands, Mines & Energy in an attempt to seek comparable recognition of their rights as Grantees of the Aborigines Grant Deed issued on 1 January 1947 in favor of Chief Boima Ziamah for Bopolu Chiefdom.

1.2.3 Other Resources

Bopolu District does have many other natural resources such as good farming land for industrial agriculture, an abundance of rivers and streams, many with good potential for Hydro electricity.

A detail study of these resources should be the target of the County development program.

2. Introduction and Content

Land & Housing Development Inc. was contracted in December 2010 by the people of Bopolu Chiefdom to conduct this Desk Study.

This Report presents the findings of the Desk Study. As prescribed in the Terms of Reference (TOR), it includes, (i) a description of the methodology adopted and activities implemented (ii) the outcome of consultations with various stakeholders, and (iii) a set of maps and data consistent with what was prescribed in the Terms of reference (TOR).

3. Background

In November 2010, the Ministry of Lands, Mines & Energy conducted a review the Aborigines Grant Deed issued on 1 January 1947 in favor of Chief Boima Ziamah for Bopolu Chiefdom, as recorded in Volume 87-D page 208; and submitted its findings to the Forestry Development Authority (FDA) for its consideration. The purpose of this review was to provide expert's opinions and answers to the following questions:

1. *Did President William V. S. Tubman really grant 790,982 acres of land to Chief Boima Ziamah for the Bopolu Chiefdom;*
2. *If so, was the grant legal? Did the President have the power to grant such land? and*
3. *What rights does such a grant confer upon Chief Boima Ziamah and/or the Chiefdom of Bopolu?*

The findings are summarized below as follow:

1. Yes, the Deed and other references (*oral and written historical records and analysis*) do provide sufficient evidence that President William V. S. Tubman did grant such a large track of land to Chief Boima Ziamah for the Chiefdom of Bopolu. The fact that the Deed was executed in 1947 and only registered in December 1962 does not negate its validity, although it may be a defect in cases against other instruments executed and probated prior to 3 December 1962. In fact, considering the size of this parcel of land (780,982 acres), and the very large number of public land sales effected between 1947 and now for properties within Bopolu Chiefdom, the most prudent approach would be to consider all Deeds issued by any President up to this date, for portions of the said property, as Good and Valid. The residual, unencumbered portion of this Grant still constitutes a sizable track of land which can and should bring substantial benefits to the people of Bopolu Chiefdom.
2. Yes, President Tubman did have the power to issue such a grant. It was an established policy of the Government at the time; and there was precedence. In 1938, President Edwin J. Barclay signed an Aborigines Grant Deed for Six Hundred Ninety Thousand (690,000) Acres of land, to the Chiefs, Elders and Citizens of Belle Chiefdom. By 1947 there were several legislations permitting the President to grant land to aborigines, with actually no limitation on the size of the land that could be granted. In fact the principle

was that "Their respective domains must be of sufficient size to meet their livelihood needs"¹, as such it was possible for the President to grant an applying chiefdom all the land contained within the said chiefdom.

3. The granting of this Deed **does not and should not be construed to convey fee simple** title to Boima Ziamah and his heirs and assigns; neither does it grant fee simple title to all the people of Bopolu Chiefdom "in common". However, as permitted by existing legislations², it conveys communal land title to all the people of Bopolu Chiefdom. The principles laid down by the legislatures existing at the time are summarized in a study commissioned for the FDA as outlined below³:

- a. Territorial title to Liberia vests in the Sovereign State.
- b. Property title in the Hinterland belongs to respective tribes, irrespective of whether or not they acquire and hold official deeds describing those areas.
- c. Their respective domains must be of sufficient size to meet their livelihood needs.
- d. Tribes may convert their estates into a fee simple communal holding, as long as they pay for the prerequisite survey themselves.
- e. In such cases the chief will hold the land as trustee for the community.
- f. The only condition of receiving fee simple titles will be that the land cannot be sold or transferred.
- g. However the tribe may in due course, if it wishes, petition government to subdivide the entitlement into 25 acre family lots.
- h. Non-members may rent land in the domain (i.e. not own it). Chiefs were encouraged to take up the opportunity.

The Ministry's review concluded that although there are some errors in the Metes and Bounds contained in the Deed, the people of Bopolu Chiefdom cannot be denied the rights to the tribal and community land situated in Bopolu Chiefdom on the basis of minor irregularities that may have been observed in this Grant Deed.

The recommendations of the Ministry's Review are as follow:

- 4.1 That Bopolu Chiefdom be allowed to benefit from leases to be accrued from the exploitation of community forests situated within present-day Bopolu Chiefdom; provided however that all titles granted by Public Land Deeds duly executed, probated and registered for properties within the Chiefdom will take precedence and be considered superior title to the Community land rights;

¹ Chapter 2 - Law and the customary right to land. 'So who owns the forest? An investigation into forest ownership and customary land rights in Liberia by Liz Alden Wily

² The word "legislation" is used here in its broad meaning to include specifically the Hinterland Laws and Administrative Regulations (1905, 1923, 1929, 1936 and 1949)

³ Same as ref. 1 above.

- 4.2 That Bopolu Chiefdom be required to conduct, within eighteen (18) months, a comprehensive re-survey of the boundaries defined in the Grant Deed under review.
- 4.3 That the re-survey must be preceded by a comprehensive Desk Study to be conducted in keeping with the following basic Terms of Reference:

The Desk study shall produce detailed maps of the property defined in the Deed, based on existing topographic and thematic maps and other geographic information, as well as a well documented report.

The outputs of the Desk Study shall include: (a) a map showing all of the rivers, towns, Mountains referred to by the Metes and Bounds contained in the Grant Deed (b) a map showing the political boundaries of all the Chiefdoms and Clans mentioned in the Grant Deed, as they were known to be in 1949 (c) a map combining a & b above; (d) a computation of the acreage of what was Bopolu Chiefdom at the time – as shown on the above said maps; (e) a plotting of the Metes and Bounds of the Grant Deed superimposed onto the map defined above in (c); and a determination of the gaps in the descriptions contained in the Grant Deed.

The Study must be done by a competent local consulting firm with expertise in surveying, mapping and land consultancy, to be approved by the Ministry of Lands, Mines & Energy.

- 4.4 That the completion of the desk study must be a pre-requisite to the granting of community forest rights. The geographic information to be produced by such a desk study are extremely necessary for managing competing interests of the Chiefdom and other neighboring Chiefdoms, the County and the Central Government, and avoiding possible conflicts. On the other hand, without adequate information, the tendency is that resources and development opportunities tend to be stagnated out of fear of possible conflicts.

BOPOLU CHIEFDOM
BOPOLU DISTRICT
GBAROMBA COUNTY

A DESK STUDY

ON

“THE BOPOLU CHIEFDOM LAND”

PART II

MAPS
AND OTHER
GEOGRAPHIC INFORMATION

A. GEOGRAPHY OF BOPOLU DISTRICT

- A1. DISTRICT & CHIEFDOMS BOUNDARY MAP (LISGIS)
- A2. BOPOLU DISTRICT BOUNDARIES INCLUDING VILLAGES LEFT OUT BY LISGIS
- A3. GONGDAYAH CHIEFDOM BOUNDARIES AND TOWNS
- A4. BOPOLU (BONDI MANDIGO) CHIEFDOM BOUNDARIES AND TOWNS
- A5. KONINGA CHIEFDOM BOUNDARIES AND TOWNS
- A6. LISTINGS OF TOWNS AND VILLAGES IN BOPOLU DISTRICT

B. FOREST RESOURCES OF BOPOLU DISTRICT

C. MINERAL RESOURCES

- C1. MINERAL POTENTIAL MAP
 - C2. DIAMOND EXPORT FIGURES AND PROSPECTS
 - C3. MINERAL PROPERTY MAP
-



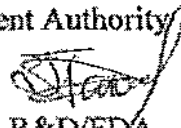

Forestry Development Authority

P.O. Box 10-3010

Whein Town, Mt. Barclay
Montserrado County
Monrovia, Liberia

MEMORANDUM

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

FROM: John D. Kantor, Sr. 
Technical Manager, R&D/FDA
&
Torwon T. Yantay 
Acting Manager-GIS & RS/FDA

Subject: Validation Report of Korninga Chiefdom Deeded Land Property in Bopolu District Gbarpolu County

DATE: October 20, 2011

Background

Predicated on a communication under the signature of Chief Kiafa Manjoe, Paramount Chief-Konigba Chiefdom, Bopolu district, requesting the Forestry Development Authority to authenticate, verify and issue Private Use Permit (PUP) for a Deeded Land area situated and lying in Bopolu District, Gbarpolu County. A team of technicians from the FDA was mandated to visit Bopolu District property for detail ground truthing, capturing of Tribal Land marks and sight seeing of the area for management's reaction.

In light of the above, two surveyors and three Global Positioning System (GPS) operators, traveled to the land under consideration to conduct a joint ground truthing exercise of the area along with the tribal people and company representative.

Field Patrol

During the period October 2-9, 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 technicians, we observed and authenticated that:

- ❖ Indeed the Tribal Land area overlapped with the Proposed FMC Area "D" and Proposed Kpo Mountain Protected Area located in Bopolu District, Gbarpolu County;
- ❖ The percentage of Konigba Deeded Land Area covered by FMC Area "D" is 82.2% or 74,391 hectares/231,298 acres;
- ❖ The percentage of Konigba Deeded Land Area covered by Proposed Kpo Mountain Protected Area is 9.9% 9,005 hectares/22,251 acres;
- ❖ Significant portion of the area is suitable for harvesting (commercial logging);
- ❖ Topographically, the entire land mass of the Konigba deeded land area submitted to FDA is mountainous with many major water ways;
- ❖ The area is truly located in Konigba Chiefdom, Bopolu District, Gbarpolu County;
- ❖ The area was plotted on the field by GIS Technicians using precision gadget;
- ❖ The commencement or starting point of the Konigba Deeded Land property is Northing 0429984 and Eastern 0899227 (Universal Traverse Mercator) on the surface of the earth.

Recommendation

In view of the verification and confirmation of these documents by the Forestry Development Authority, coupled with our ground truthing (October 2-9), we herein recommend that:

- ✱ That the deed be forwarded to the Ministry of Lands, Mines & Survey, especially the Minister of Lands, Mines and Energy for authentication. After authenticating the deed and found legitimate, the FDA should perform the below activities;
- ✱ The area of Konigba Chiefdom, Bopolu district which overlapped with the proposed Kpo Mountain protected area should be subtracted from the total area and a new Metes and Bounds be re-written on behalf of the people of Konigba Chiefdom, Bopolu District;
- ✱ 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 200,840 acres/81,279 hectares to the people of Gbao district 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:

AMDA

Law Office

TM Research & Development

TM Commercial Department

File



Private

Use



Permit

