

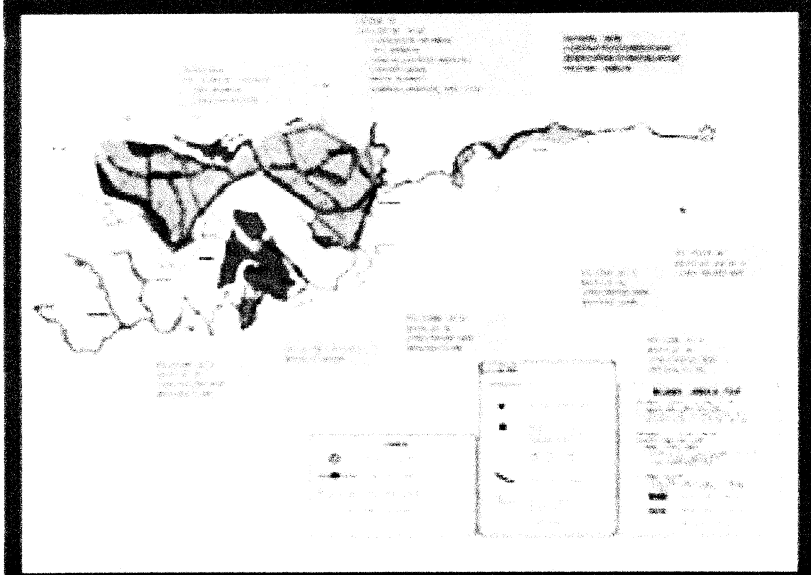
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RESETTLEMENT

ACTION PLAN

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DUMMUN RIVER IRRIGATION SYSTEM (DRIS)

JULY 2013

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EXECUTIVE SUMMARY

The Dummun River Irrigation System (DRIS) is one of the 15 National Irrigation Systems (NISs) under Region 2 covered by the Participatory Irrigation Development Project (PIDP). DRIS is located in Nabaccayan, Gattaran, Cagayan, approximately 558 kilometers north of Manila. The system covers one Municipality-Gattaran, Cagayan and seventeen Barangays as follows: Capissayan Norte, Baraccuit, Cumao, Nabaccayan, Barbarit, Sta. Ana, Baraoidan, Caloagan Dackel, Laggan, Palagao Norte, Palagao Sur, Tagumay, Newagac, Caloagan Bassit, Cullit, Sidem and Taligan.

The Rehabilitation/Restoration and Extension Project of the NIA- Dummun River Irrigation System (NIA-DRIS), under the Participatory Irrigation Development Project (PIDP) has an overall programmed area of 2,302 has. including the **restoration area of 789 has.** and a **rehabilitation area of 1,013 has.** With a total allocated cost of **Php 117,039,193.00** funded by the World Bank, the project has two (2) packages which include the construction of diversion dam and modification of intake structure and the rehabilitation/construction of structures, rehabilitation of canal system and the furnishing and installation of steel gates for headgates.

The social assessment conducted last October 2012 on the construction of Core wall and Dam at the intake found out that there are no informal settlers in DRIS except for six (6) coconut trees planted along the MC at Sta.11+776 – 11+851. However, during the start of construction in May of 2013 the Sytem Office found out that 5 lots will be traversed by the modified design of the core wall at the left side embankment. The owner of access road to the dam had likewise prevented the movement of the contractor's equipment. Approximately **Php 200,000.00** including preparatory activities, RAP implementation, M&E and contingency will be utilized for the RAP. Of this figure, about **Php 80,145.86** will be for the compensation of the affected assets of the PAF/Ps. With the on-going construction in DRIS, the Dummun Irrigation System Officer has paid in advance this amount to avoid delays on the construction in the rehabilitation of the system. An external monitor will be engaged to undertake external monitoring and evaluation task a year after implementation of the RAP.

I. INTRODUCTION

1.1. Resettlement Objectives

Development projects have been noted to result to loss of properties, disruption or even dismantling of economic base and displacement of people and families. To some, social support systems become inaccessible, community institutions are weakened, traditions and even cultural identity are lost. The objective of the RAP is to ensure that all Project Affected Families/Persons (PAF/Ps) share in Project benefits. The principle underlying this objective is based on the World Bank Resettlement Policy¹ which ensures that all project affected peoples PAF/Ps are compensated for the loss of properties & livelihoods and rehabilitated and will be assisted to improve or at least maintain their living conditions at pre-project levels.

All of the PIDP Resettlement and Principles will be applicable to all subprojects of PIDP whichever is the current need. These principles are:

1. Resettlement and land acquisition will be minimized as much as possible;
2. Project Affected Families/ persons (PAF/Ps) will be compensated, relocated and rehabilitated, if required so as to improve their standard of living, income earning capacity and production capacity, or at least to restore their living standard to pre-Project levels;
3. All DPs regardless of the tenurial arrangements residing in or cultivating land or having rights over resources within the project area as of the date of the census survey or agreed cut-off date are entitled to compensation for their losses, income rehabilitation and/or relocation measures;
4. Particular attention is paid to the needs of vulnerable groups among those displaced, especially those below the poverty line, the landless, the elderly, women and children, indigenous peoples, ethnic minorities, or other displaced persons who may not be protected through national land compensation legislation;
5. In case relocation of PAF/Ps will be required, RA # 8974 and NIA MC # 12, s.2002 will be followed in the selection of the relocation site;
6. Prior to expected start-up date of civil works in the respective subprojects, the PAF/Ps would have been compensated, and if

¹ World Bank Technical Paper No. 80, Involuntary Resettlement in Development Projects policy Guidelines in WB-Financed Projects, Michael M. Cemea (1988); World Bank; World Bank Operational Policies on Involuntary Resettlement revised in April 2004.

relocation is necessary, their resettlement site developed including the provision of lost community resources, and the PAF/Ps relocated accordingly;

7. The subproject RAPs will be developed thru the participation of all stakeholders, most especially the PAF/Ps at all phases of project cycle and the same will be endorsed by them before its implementation;
8. The Executing Agency (EA) will ensure that financial and physical resources for resettlement and rehabilitation will be made available in the right amount at the right time;
9. To avoid influx of speculators, a cut-off date shall be set as a determinant of eligibility for inclusion in the RAP. This is usually set after the conduct of socio economic & parcellary surveys of the PAF/Ps; and
10. There will be an internal and external monitoring mechanism that will be set-up on the implementation of the resettlement measures. An independent entity like Non – Government Organization (NGO) will be contracted to do the external monitoring activities to avoid bias.

1.2. Definition of Terms

The terms used in this document are defined, as follows:

1. Resettlement Policy Framework (RPF) refers to the document which will be the overall policy guidelines for the development and implementation of all Resettlement Action Plans for all PIDP subprojects;
2. “Resettlement” means all the measures taken to mitigate any and all adverse impact of the Project on PAF/Ps property and/or livelihoods including compensations, relocations (where relevant) and rehabilitation;
3. PAF/Ps include any person or persons who on account of the execution of the Project, or any of its components or subprojects or parts thereof, would have their:
 - i. right, title, interest in any house, land,(including residential, agricultural and grazing land) or any other fixed or movable asset, acquired or possessed in full or in part , permanently or temporarily;
 - ii. business, occupation, work, place of residence or habitat adversely affected; or

iii. standard of living adversely affected.

This definition covers only the current owners/cultivators and/or occupants of the land or property adversely affected by the land acquisition of the PIDP, and not its previous owners/occupants.

4. "PAF" or "DF" means Project Affected Family or displaced family and consists of all members of a household residing under one roof and operating as a single economic unit who are adversely affected by the Project, or any of its components. For resettlement purposes, Project affectees will be dealt with as members of PAFs;
5. Severely Project Affected Family or "SPAF" is a PAF whose house is totally or partially acquired under eminent domain, rendering it not habitable; or from whom acquisition of agricultural land exceeds 20% of the PAF's total land holdings or 10% for PAF's with a total land holding less than 1.0 ha. In determining the number of SPAFs, each affected house and land will be treated severally, meaning, each house will be equivalent as one SPAF;
6. "Compensation " means payment in cash or in kind of the replacement value of the acquired property or property under right-of way easement or other considerations that may provided to the PAF/Ps in lieu of payments (e.g. priority employment in the subproject);
7. "Replacement Value" means the value determined to be fair compensation for agricultural land based on its productive potential, the replacement cost of houses and structures (current market price of building materials and labor without depreciation) and the fair market value of residential land, crops , trees and other commodities;
8. "Fair Market Value" means the agreed value of the affected properties between the project implementers and PAF/Ps based on records of current sales of land in the immediate area of concern; value established by recognized Government authorities (BIR; Assessor's Office); and Project constituted composite Valuation Committee;
9. "Fair Compensation" means the fair market value plus transaction costs;
10. "Just Compensation" is defined in a land mark ruling of the Supreme Court (No. L-59603 dated April 29, 1987): as the value of property at the time of the taking – it means a fair and full equivalent for the loss sustained, taking into account its' surroundings, its improvements and all its capabilities. When the acquiring agency fails to ascribe property values in keeping with the principle of just compensation, the court may

over-rule its assessment and re-assess property values. This ruling has set aside the previous definition of just compensation under PD # 1533 and has modified Sections 7&8 of EO # 1035 for determining fair market value;

11. "Transaction Costs" means the cost associated with the sales and purchase of land like transfer of title, documentation for ownership, and other formalities required by the Government of the Philippines;
12. "Relocation" means the physical transfer of PAF/PS from their pre-Project place of residence to a place of their choice and agreed with the Project implementers, as in the case of informal settlers;
13. "Rehabilitation" means the interventions to assist the PAF/PS attain their living standard and incomes at pre-project level other than payment of the replacement value of acquired property. This may be in the form of trainings for livelihood;
14. "Land Acquisition" is the process whereby a person is compelled by a public agency to alienate all or part of the land he/she owns or possesses to the ownership or possession of that agency, for public purpose in return for a compensation;
15. "Right-of-Way Easement" is the condition whereby the owner or possessor of the land is compelled to permit the continued use of a part of his land as a means of transit of persons or services in return for a compensation but where the ownership of the land remains unchanged;
16. Resettlement Action Plan or "RAP" may either be a detailed resettlement plan or an abbreviated resettlement plan prepared for each subproject depending on the complexity or magnitude of the resettlement impact. A detailed or full – blown RAP is prepared when SPAFs exceed 25, as in the case of ROW acquisition or when informal settlers affected exceed 200 families;
17. "Composite Valuation Committee" means the committee constituted at the subproject level to include the Irrigators Association, NIA as project implementers, the concerned PAF/PS, LGU and other government agencies (e.g. COA, Assessor's Office, DAR, DENR) for the purpose of determining the replacement value of the affected properties;
18. "Grievance Redress Committee" means the committee established at the subproject level with the participation of the IA, NIA, LGU and the PAF/PS to hear the complaints and grievances of PAF/PS regarding resettlement including acquisition of land, houses and other assets, and loss of livelihoods caused by the project; and

19. "Subproject" means each of the 14 Core A National Irrigation Systems (NISs) and 44 Core B NISs.

II. LEGAL ENACTMENTS AS BASIS FOR RESETTLEMENT UNDER PIDP

2.1. GOP Laws Relevant to Resettlement

2.1.1. Constitution of the Philippines

Provisions in the Bill of Rights of the Constitution of the Philippines served as the primary basis of the objective of the PIDP RPF;

2.1.2. Presidential Decree No. 705

PD # 705 Section 84 (1975) penalizes issuance of tax declarations without certification of the Director of the Department of Environment and Natural Resources.

2.1.3. Presidential Decree No. 1818

PD # 1818 (1981) rules that no court can issue restraining orders or preliminary injunctions in cases involving infrastructure and mineral resource development Projects of the government;

2.1.4. Memorandum Order No. 65

MO # 65 (1983) contains the feature where if other options fail, expropriation can take place and that the value given by the appraisal committee can serve as a guide for negotiation; and

2.1.5. Executive Order No. 1035

Executive Order No. 1035 (EO # 1035) issued by the President of the Philippines on June 25, 1985 for the Procedures and Guidelines for the Expeditious Acquisition by the Government of Private Real Properties or Rights Thereon for Infrastructure and Other Government Development Projects";

2.1.6. Agrarian Reform Code

The Agrarian Reform Code which provides that for agricultural leasee who have perpetual lease on the land, states that: "... when the land is acquired for a public purpose by a Government department, the agricultural leasee shall be entitled to a disturbance compensation equivalent to five times the average gross harvests on his land holding during the last five preceding calendar years" (Section 36.1 of RA # 3844, as amended by Section 7 of RA # 6389);

2.1.7. Executive Order No. 228

EO # 228 Section 4 enacted in July 1987 states that when payment is made for agricultural land acquired by the government, "the land owner is exempt from capital gains tax on the compensation paid to him". In addition, registration fees, transfer taxes, documentary stamps and notarial fees will be paid by the Executing Agency. Unless the landowner seeks the assistance of the Agency, deductions for past taxes and other liabilities will not be made from compensation payable by the Agency.

III. SCOPE OF THE RESETTLEMENT ACTION PLAN OF DUMMUN RIS

3.1. Project Location

The Dummun River Irrigation System (DRIS) is one of the 15 National Irrigation Systems (NISs) under Region 2 covered by the Participatory Irrigation Development Project (PIDP). DRIS is located in Nabaccayan, Gattaran, Cagayan, approximately 558 kilometers north of Manila. The system covers one Municipality-Gattaran, Cagayan and seventeen Barangays as follows: Capissayan Norte, Baraccault, Cumao, Nabaccayan, Barbarit, Sta. Ana, Baraoidan, Caloagan Dackel, Laggan, Palagao Norte, Palagao Sur, Tagumay, Newagac, Caloagan Bassit, Cullit, Sidem and Taligan. (**Figure 1**)

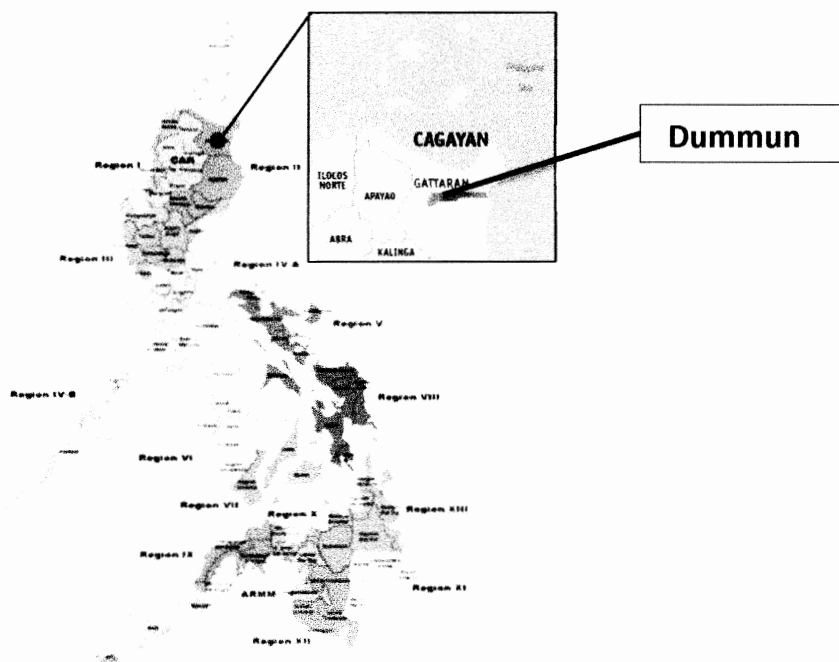


Figure 1. Location Map of DRIS

3.2. Project Description

The Rehabilitation/Restoration and Extension Project of the NIA- Dummun River Irrigation System (NIA-DRIS), under the Participatory Irrigation Development Project (PIDP) has an overall programmed area of 2,302 has. This includes the **restoration area of 789 has.** and a **rehabilitation area of 1,013 has.** At present it has an area of 1549 hectares cultivated by 1506 farmers. The overall cost allocation of the project amounts to Php 117,039,193.00 funded by the World Bank to be completed within two (2) years. The procurement is made thru two (2) National Competitive Bidding (NCB) packages – Contract Package No. PIDP2-C-DRISN-1 amounting to **Php 74,454,878.00** which includes the construction of diversion dam and modification of intake structure and Contract Package No. PIDP2-C-DRISN-2 amounting to **Php 12,545,122.00** which includes the rehabilitation/construction of structures, rehabilitation of canal system and the furnishing and installation of steel gates for headgates. (See Figure 2)

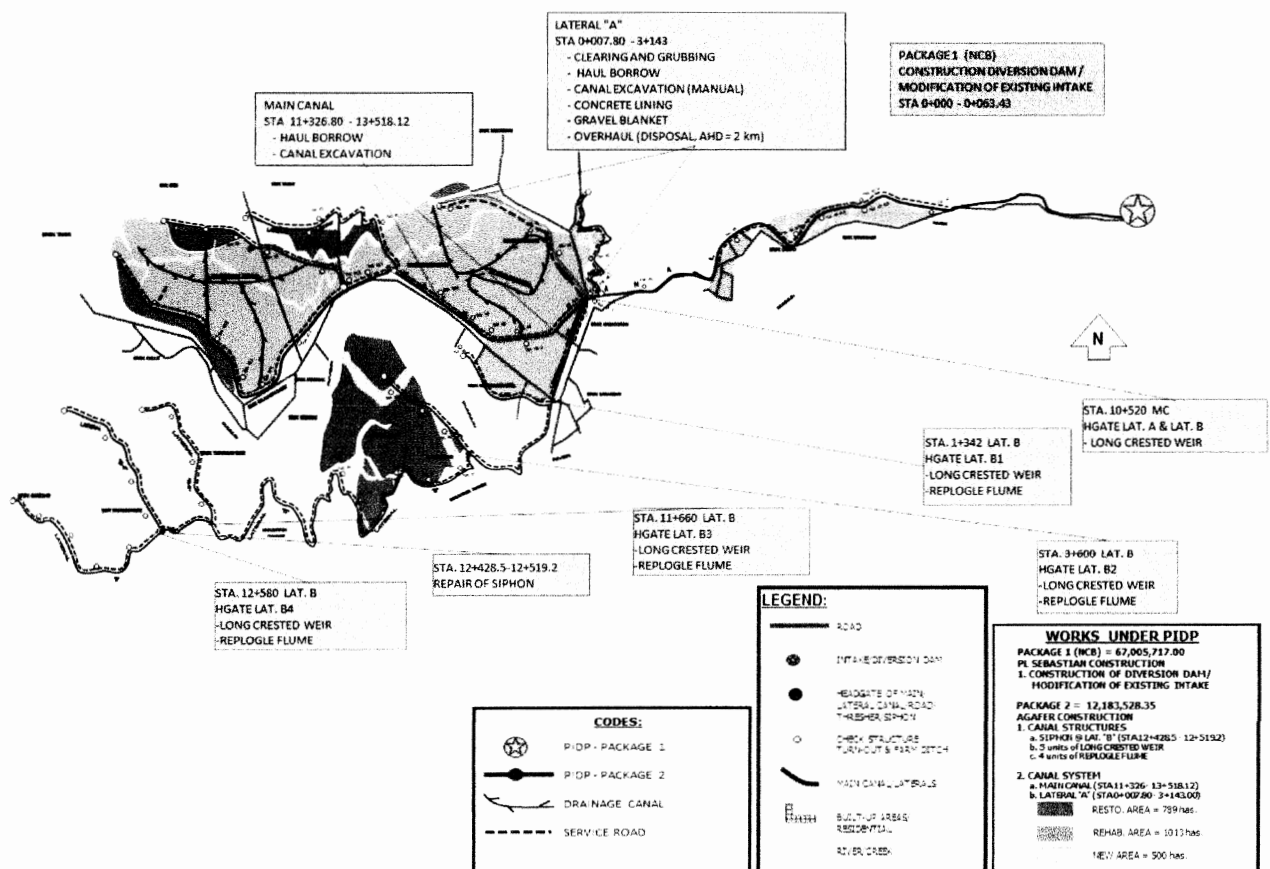


Figure 2. General Layout of DRIS

The physical interventions are done in synchronization with institutional intervention designed to strengthen Irrigators' Association/Federated Irrigators' Association (IA/FIA) enabling them to participate jointly/fully with the NIA in the operation &

maintenance (O&M) of the Irrigation System through the Irrigation Management Transfer Contract (IMT Contracts) from Model 1 to Model 3. Technical Support Activities were given to IA Leader's as well as the members as part of the IA Capability Build-up, strengthened & developed their knowledge & skills in managing their Associations effectively and efficiently. Hence, IA Organization/Re-Organization, Sec Registration, Series of training's & workshops takes a major part of the PIDP-IMT Program of the System.

3.3. Resettlement Activities Before Civil Works

The construction of the Diversion Dam and Modification of the existing intake had resulted to a loss of 3,301 m² of corn lands owned by four (4) farmers and who were accordingly compensated with the replacement cost of for the lands. Prior to the compensation payments, several activities were undertaken following the PIDP RAP process.

3.4. Socio-Economic Profile

The socioeconomic survey serves as bench mark for determining the impact of the project on PAF/Ps and basis for formulating mitigating measures included as part of the RAP. In addition, the assets and properties will determine the level of compensation and replacement for assets and properties which need to be included as part of the RAP.

A socio-economic survey was also conducted in the area on April 2012 to the PAF/Ps. The details of the results are shown in **Annex A**. The following are the survey results which provide the key-socio economic characteristics of the PAF/Ps.

- (i) The average Household size of the PAF/Ps is 4 members per household, wherein all are headed by husband or male member.
- (ii) The Average age of the respondent is 54 years old, the youngest respondent is 42 years old and the oldest is 71 years old.
- (iii) Among the respondents, 2 have reached college level, 2 are college graduates, 1 is highschool graduate, and 1 elementary graduate.
- (iv) All the respondent are land owners of the properties affected by the project.
- (v) All of the respondents have farming as an income source and one drives a public vehicle to augment their family income.
- (vi) The average annual income indicated by the respondent is **Php 425,705** inclusive of all income sources and expenses. The lowest being **Php 67,130** and the highest at **Php 1,387,500**.

3.5. Resettlement Issues and PAF/Ps Categories

The social assessment conducted last October 2012 on the construction of Core wall and Dam at the intake found out that there are no informal settlers in DRIS except for six coconut trees planted along the MC at Sta.11+776 – 11+851. However, during the start of construction in May of 2013 the Sytem Office found out that 5 lots will be traversed by the modified design of the core wall at the left side embankment. The owner of access road to the dam had likewise prevented the movement of the contractor's equipment. Several consultation meetings were undertaken between the NIA-DRIS, CBIMO, and PMO staff, the PAF/Ps and the IAs of the system in the course of the RAP development to level-off understanding of the system construction activities, the PIDP Safeguards component, and the PIDP Resettlement Planning Framework. After the meetings, the landowners at the corewall agreed for settlement thru Deed of Sale at the agreed replacement cost (**Annex B**). Likewise in the Main Canal, the owner of the lot to be traversed is willing to donate his lot provided that the 6 coconut trees that will be cut down during the civil works implementation will be compensated based from the schedule of unit values for different fruit bearing trees coming from the Assessors Office. Moreover, the owner of the private road which will be utilized as access road at the intake also settled for payments through Perpetual Easement on the right-of-way. These findings serve as the foundation of the RAP for DRIS. In general, the principles of eminent domain will apply to the development of the irrigation system as the last to be implemented just in-case the PAF/Ps do not agree with the socialized negotiations.

3.6. Coverage of Land Acquisition

Table 1. Affected Assets and compensation of PAF/Ps

Name of PAF/Ps	Affected Assets					
	Trees/ Fruit trees	Total landholding (sq.m.)	Area of affected property (sq.m.)	% of ROW with Total Land holding	Unit cost (P/ sq.m.)	Total Cost (Php)
A. Access Road						
3.6.1.1. Mergie Garcia						50,000.00*
B. Core Wall						
3.6.1.1.1.1. Remigio Bigornia		3,714.00	321.00	8.60	7.86	2,523.06
3.6.1.2. Rolando Estrellon		4,010.00	436.00	10.87	7.86	3,426.96
3.6.1.3. Patrocinio Estrellon		4,563.00	607.00	13.30	7.86	4,771.02
3.6.1.4. Ernesto Duca		5,944.00	607.00	10.21	7.86	4,771.02
		15,913.00	1330.00	8.36	7.86	10,453.80
Sub total		34,144.00	3,301.00	9.67		25,945.86
C. Main Canal						
3.6.1.4.1.1.1. Renante Oñate	Coconut – 6 trees					4,200.00
TOTAL		142,432.00	34,144.00			80,145.86

*agreed amount to be paid for perpetual easement

With the on-going construction in DRIS, the Dummun Irrigation System Officer has paid in advance the amount **Eighty Thousand One Hundred Forty-Five pesos and 86/100 (Php 80,145.86)** for compensation of the PAF/Ps to avoid delay in the construction in the rehabilitation of the system. The disbursement vouchers and deed of donations is seen in **Annex C and Annex D** respectively. **Table 1** shows the affected assets and total cost for compensation to the PAF/Ps.

A. Access Road

The access road (**See Figure 3**) is situated at the intake and is privately owned by the family of Mrs. Mergie M. Garcia of Capissayan Norte, Gattaran, Cagayan. Legal documents to support her claim was verified to be authentic at the Bureau of Lands. Through R.A. 386 of the New Civil Code II in the utilization of perpetual easement, the agreed amount of both parties (Grantor and Guarantee) after negotiation is Php 50,000.00 including all the terms and conditions embodied in the perpetual Easement on the ROW which was signed and approved on 25th day of March 2013 at Capissayan Norte, Gattaran, Cagayan. The signed agreement is attached as **Annex E**



Figure 3. Access Road privately owned by Mrs. Mergie M. Garcia

The perpetual easement will ensure that future improvements/ repairs or maintenance works of the system by the NIA is covered by the agreement.

B. Core Wall

The four (4) PAF/Ps to be affected namely Remigio Bigornia, Ernesto Duca, Patrocinio Estrellon and Rolando Estrellon whose corn fields will be traversed by the 10 meters x 300 meters core wall of the ogee type dam to be constructed at the intake has a total affected area of of about 3,301.00 sq. m. (**See Figure 4**) These 4 PAF/Ps will be compensated by NIA based on the agreed amount of Php 25,945.86 at fair market value of P7.86 per square meter.

1. Rolando Estrellon, whose total area affected by the construction of Core wall is 43.60 sq.m. opted to sell this portion of his cornfield at P 7.86/sq.m. based from the Municipal Assessor's Office fair market value of corn field at Piña Weste, Gattaran, Cagayan amounting to Php 3,426.96.
2. Patrocinio Estrellon likewise opted to sell the portion of his cornfield with a total area of 607.00 sq.m. valued at P 7.86/sq.m. which is the fair market value of cornfield at Piña Weste based from Municipal Assessor's Office. The total amount is Php 4,771.02.
3. Remigio Bigornia accepted the terms and conditions presented to them during the ROW negotiations conducted on January 29, 2013. The total area affected is 321.00 sq.m. and the total amount to be paid him is Php 2523.06.
4. Ernesto Duca owns 2 parcels of corn fields to be traversed on the construction of the core wall. With the biggest area, he is very much willing to sell the portion of his corn fields provided that they will be allowed to use the core wall as foot walk. His corn field will become wider after the construction of the core wall, since the contractor will be back filling his cornfield to augment the lacking distance of the cornfields and the Ogee, since the Ogee is limited to 70 meters only.



Figure 4. Core Wall construction area of where the 4 PAF/Ps are affected

C. Main Canal

Renante Oñate of Palagao Norte, Gattaran, Cagayan was affected by the on going improvement of canal embankment at Sta.11+776 – 11+851. He owns six (6) pieces of full grown coconut trees and will be paid Php 4,200.00 as a replacemet cost for the six (6) coconut trees. He is also willing to donate his lot (0.024 has.).

IV. PUBLIC PARTICIPATION IN PROPERTY INVENTORY AND VALUATION

To ensure an accurate and acceptable data on the affected properties and valuation of each, the 6 property owners were involved in the actual walk-thrus

together with the NIA technical staff. The composite Inventory and Property Valuation Committee constituted of employees from the NISO. Moreover, series of consultations/ dialogues were held as part of the negotiation process. The prevailing price in recent transactions in the area and the assessed values as per Assessor's Office were considered in the arrival of the fair market value to be paid the PAF/Ps. Moreover, a Deed of Sale had been forged between the NIA and individual PAF/Ps.

V. COMPLAINTS AND GRIEVANCE MECHANISM

The subproject will utilize the Federation of IAs (FIA) since it is already existing, functioning and registered to SEC. This FIA will coordinate to the Barangay LGU who has jurisdiction over the subject lots, the IAs and PAFs. The FIA is responsible for dealing with grievances of PAF/Ps concerning compensation and resettlement issues. The FIA is also responsible for ensuring compliance with the requirements for compensation. The FIA will monitor and conduct hearing on the complaints and grievances of affected families regarding their losses to the acquisition of land. Grievances related to any aspect of the subproject will be handled through negotiations aimed at achieving consensus.

The PAF/Ps shall be provided with a list of contact persons who are members of the FIA. DFs complaints and grievances will be brought to the attention of the concerned authorities through these contact persons who shall be responsible for ensuring that these complaints or problems are properly channeled to the appropriate authority.

The process will involve the case or complaint being referred first to the duly designated community organization, which will review its merit and/or provide immediate response. If the case cannot be acted upon or resolved at this level, but found meritorious it will be referred to the FIA for appropriate action. If this first conciliation attempt fails, the case may be brought by either party to the NIA Regional Office. Again if this fails, then elected representatives at the Provincial level may be requested to a conciliation meeting.

The PAF/Ps may bring the case to the courts following prevailing laws. Any fees required for this purpose will be shouldered by the implementing agency.

VI. FUNDS FOR RAP AND INSTITUTIONAL LINKAGES

6.1. Institutional Linkages

Linkage with the LGUs where the subproject is located will be maintained all throughout the Project life. They will not only provide police power but also for the sustainability of programs after PIDP folds-up.

During the preparation of the feasibility study, no problems were identified more so with the PAF/Ps at the intake and the Main Canal including the access road at the

intake. When the construction started, the problems on the access road occurred together with the four PAF/Ps at the intake. Because of these problems, the system staff have to conduct marathon meetings with concerned PAF/Ps so that RAP will be formulated. A committee was formed to monitor the smooth implementation of the RAP including payment and claims of the 6 PAF/Ps. The DRIS NISO and CB-IMO will be responsible in all of these activities.

6.2. Flow of Funds

Funds for the resettlement program will be provided by the NIA thru the PIDP PMO from the budgetary allocation of the project on Social safeguards. The funds would include estimated costs of IR implementation, meetings, supplies, compensation, etc.

Each subproject RAP will include detailed cost estimates for RAP preparation, compensation, relocation and rehabilitation of PAF/Ps as the case maybe. Cost estimates shall make adequate provisions for contingencies. The total RAP cost is included in the cost of the subproject. In case of cost overruns, the Implementing Agency should allocate additional funds as necessary.

Request for funding to implement the RAP can only be made by the subproject to the PMO once the RAP is approved by the Bank.

VII. SCHEDULE OF RAP ACTIVITIES AND BUDGET REQUIREMENT

The first meeting with PAF/Ps was conducted last January 28, 2013 at DRIS, Nabaccayan, Gattaran, Cagayan. The POW was presented and discussed to them so that they will become aware of the improvements NIA will be doing/constructing at the intake, dam and core wall. The area that will be affected/traversed in their corn fields was also taken up and the price per square meter was presented and agreed upon by both parties. The Deed of Sale was forged and signed by all the PAF/Ps last March 25, 2013. The RAP of DRIS has a total cost of **Two hundred thousand pesos only (Php 200,000.00)** including preparatory activities, RAP implementation, M&E and contingency as shown in **Table 2**.

Table 2. RAP Cost and Budget

Activities	Cost (Php)	Comments
1. RAP Preparation and Development	50,000	Preparatory works in the RAP Formulation
2. RAP Implementation	80,145.00	
3. Monitoring and Evaluation	50,000.00	This budget is allocated to ensure that RAP impact is realized
Sub-total	180,145.00	
Contingency	19,855.00	
Total	200,000.00	

VIII. MONITORING AND EVALUATION

Resettlement activities in all subprojects will be regularly supervised and monitored by the Executing Agency (EA) thru the PIDP PMO. The PMO will have full responsibility for internal monitoring. An NGO or any other entity, on the other hand, will be contracted to carry out external monitoring and evaluation of resettlement activities of the subprojects. The NGO or any other entity will be selected following the World Bank’s Guidelines for the Contracting of Local Consultants.

8.1. Internal Monitoring

Internal monitoring activities will include the following:

1. Initial monitoring and supervision – one month before the start of construction. Where relocation is required, the initial monitoring activity will be conducted one month before the first batch of SPAFs are relocated;
2. Mid-term monitoring and supervision- after 50% of construction activities are completed;
3. End of construction monitoring and supervision – conducted within three months before the end of construction activities; and
4. Final monitoring (impact evaluation) – conducted within the last year of Project implementation.

8.2. External Monitoring

To check on the compliances of the proponent (EA) of the Involuntary Resettlement (IR) guidelines, an external monitor can be hired one year before Project completion. This will enable the Implementing Agency to comply on missed IR provisions. After this, the next hiring of the external monitor should be at least after four cropping seasons or two years after the completion of the Project to evaluate the socio-economic impact of PAF/Ps resettlement specifically income restoration.

Table 3. World Bank Policy on Involuntary Resettlement Adopted in PIDP

World Bank Objectives	Impacts	Required Measures	Additional Required Measures
<p>1. Involuntary Resettlement should be avoided where feasible, or minimized, exploring all viable alternative project designs.</p> <p>2. Where it is not feasible to avoid resettlement, activities should be conceived and executed as sustainable development programs,</p>	<p>1. Relocation or loss of shelter.</p> <p>2. Loss of assets or access to assets.</p> <p>3. Loss of income sources or means of livelihood.</p>	<p>1. Dummun RIS, Region 2</p> <p>In order to avoid involuntary resettlement, the 4 PAF/Ps at the construction of the Dam & Core wall are amenable to amicable settlement for as long as NIA will pay them at</p>	<p>1. Affected farmers (IA members) will be given employment opportunities during rehabilitation of the system.</p> <p>2.1 Affected farmer will be given employment opportunity during rehabilitation of the</p>

providing sufficient investment resources to enable the persons displaced by the project to share in project benefits. Displaced persons should have opportunities to participate in planning and implanting resettlement programs.

3. Displaced persons should be assisted in their efforts to improve their livelihoods and standards of living or at least to restore them, in real terms to pre – displacement levels or to levels prevailing prior to the beginning of project implementation, whichever is higher.

P7.86 per square meter. The total area of 3,301 sq m ROW which was traversed thereat and the total cost of P25,945.86 is to be paid to the four (4) PAF/Ps at the intake.

The settlement of the access road at the intake is privately owned by Ms. Mergie Garcia and agreed to be paid P50,000.00 as perpetual easement on the Right-of-Way.

The PAF/Ps affected by the on-going improvement of the canal embankment @ sta. 11 + 776 to sta. 11 + 851 owns 6 pieces of full grown coconut trees is willing to be paid P4,200.00 for the settlement/payment of the 6 coconut trees.

system.

1. Affected farmer will be given employment opportunities during rehabilitation of the system.

Detailed Socio-economic Survey Result of the PAF/Ps in DRIS

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Detailed Socio-economic Survey Result of the PAF/Ps in DRIS

No.	Name of Respondents	Age	Sex	Religion	Civil Status	HH Size	Occupation	Highest Educational Attainment	Gross Income (per Annum)	Gross Expense (per Annum)	Net Income (per Annum)
1	Sherwin Estrellon	58	Male	Protestant	Married	4	Farmer	3rd year college	264,000.00	107,460.00	156,540.00
2	Ernesto Duca	71	Male	Roman Catholic	Widowed	3	Farmer	Elementary Graduate	255,000.00	189,600.00	65,400.00
3	Noli Estrellon	42	Male	United Methodist	Married	3	Driver	1st year college	170,000.00	135,000.00	35,000.00
4	Elizer Bigornia	49	Male	United Methodist	Married	4	Farmer	College Graduate	67,130.00	49,640.00	17,490.00
5	Renante Oñate	43	Male	Catholic	Married	4	Farmer	College Graduate	1,387,500.00	304,240.00	1,083,260.00
6	Eduardo Garcia	58	Male	United Methodist	Married	4	Welder	Highschool Graduate	410,600.00	231,000.00	179,600.00
	AVERAGE	53.5	6			3.67			425,705.00	169,490.00	256,215.00

Documents of Agreements of the PAF/Ps and NIA on Affected Assets

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Republic of the Philippines
DEPARTMENT OF AGRICULTURE
NATIONAL IRRIGATION ADMINISTRATION



ZINUNDUNGAN/ DUMMUN RIVER IRRIGATION SYSTEM
Lasam/Gattaran, Cagayan

Fax No. (078)853-3047

KASURATAN

KADAGITI AMIN NGA MASEKNAN

Siak ni ERNESTO DUCA, ti Brgy. Pina Weste nga agtagikua ti lote/Bangkag nga addaan kalawa a 15,913 metro kwadrado ken 5,944 metro kwadrado babaen ti TCT-5871, ken Emancipatent No. 202396, ROLANDO ESTRELLON nga agtagikua ti lote/bangkag nga addaan kalawa a 4,010 metro kwadrado babaen ti Emancipation Patent No. 202398, PATROCINIO ESTRELLON nga agtagikua ti lote /bangkag nga addaan kalawa a 4,563 metro kwadrado babaen ti Emancipation Patent No. 202397, REMIGIO BIGORNIA nga agtagikua ti lote/bangkag nga addaan kalawa a 3,714 metro kwadrado babaen ti Emancipation Patent No. 202399. Nga mapagnaan ti paset ti lote/bangkag mi nga pagaramidan ti COREWALL ti NATIONAL IRRIGATION ADMINISTRATION.

Ket umanamong ken umannoguk kami nga mangipalubos a mapagnaan ti paset ti lote/bangkag mi.

Kas pamaneknek ken nataltalged metla daytoy a kasuratan ket ipirma mi ti nagan ita nga aldaw/petsa

13 bulan MARSO tawen 2013

LAND OWNER

Ernesto D

1. ERNESTO DUCA

R Estrella

2. ROLANDO ESTRELLON

EBigornia

3. REMIGIO BIGORNIA

P Estrella

4. PATROCINIO ESTRELLON

TESTIGOS:

Faustino Rumpo, Jr.

1. FAUSTINO RUMPON, JR.
Jayson Brayan Teano


2. JAYSON BRAYAN TEANO




KATULAGAN

Siak, ni **RENANTE U. OÑATE**, agnaed ti **Palagao Norte, Gattaran, Cagayan** ket umannamonak nga bayadan ti NIA iti innem (6) nga piraso a pinuon ti niyog nga madalapos ti proyekto a PIDP-Package 2, ket ti kabuklan nga gated na daytoy ket **Four Thousand Two Hundred Pesos only (P4,200.00)**.

Tapno adda talged daytoy nga katulagan agpirma nak nga awan mangpilit wenno mangbutbuteng kanyak iti daytoy nga aldaw maika 25th ti **March, 2013**.


RENANTE OÑATE
Nagsalaysay

Anamongak:


ERNESTO G. COLLADO
Principal Engineer A

8-20-13

Disbursement Vouchers and Acknowledgment Receipts of the PAF/Ps

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Republika ng Pilipinas
 DEPARTMENT OF AGRICULTURE
 PAMBANSANG PANGASIWAAN NG PATUBIG
 (National Irrigation Administration)
 Zinundungan/Dummun River Irrigation System
 Lasam/Gattaran, Cagayan

DISBURSEMENT VOUCHER

No.:

Mode of Payment : Check Payment Cash Payment ADA Other

Payee/Office	: Ernesto Duca	TIN/Employee No:	OR/BUR No:
Address	: NIA-ZRIS/DRIS	Responsibility Center	
		Office/Unit/Project	Code

EXPLANATION	AMOUNT
To payment of Right of Way at corewall of DRIS Diversion Dam STA 0+000 - 0+060.70 of Corewall AREA = 60.70 X 10 = 607.00 sq.m COST = 607 sq.m x 7.86/sq.m = P 4771.02	Php 4,771.02
FOUR THOUSAND SEVEN HUNDRED SEVENTY ONE & 2/100 PESOS ONLY	Php 4,771.02

A. Certified <input type="checkbox"/> Cash Available <input type="checkbox"/> Subject to Authority to Debit Account (when applicable) <input type="checkbox"/> Supporting documents complete	B. Approved for Payment
Signature :	Signature :
Printed name : FLORENCE P. SABUG	Printed name : ANTONIO C. LARA
Position : Sr. Accounting Processor A	Position : Division Manager A
Date :	Date :

C. Received Payment			JEV No.
Check/ADA No.:	Date :	Bank Name:	Date :
Signature :	Date :	Printed Name:	
 Ernesto Duca	5-24-13		
Official Receipt/Other Documents			



Republika ng Pilipinas
DEPARTMENT OF AGRICULTURE
PAMBANSANG PANGASIWAAN NG PATUBIG
(National Irrigation Administration)
Zinundungan/Dummun River Irrigation System
Lasam/Gattaran, Cagayan

DISBURSEMENT VOUCHER

No.:

Mode of Payment : Check Payment Cash Payment ADA Other

Payee/Office	: Elizer Bigornia	TIN/Employee No:	OR/BUR No:
Address	: NIA-ZRIS/DRIS	Responsibility Center	
		Office/Unit/Project	Code

EXPLANATION	AMOUNT
To payment of Right of Way at corewall of DRIS Diversion Dam STA 0+060.70 - 0+092.80 of Corewall AREA = 32.10 X 10 = 321.00 sq.m COST = 321 sq.m x 7.86/sq.m = P 2523.06	Php 2,523.06
TWO THOUSAND FIVE HUNDRED TWENTY THREE AND 6/100 PESOS ONLY	Php 2,523.06

A. Certified <input type="checkbox"/> Cash Available <input type="checkbox"/> Subject to Authority to Debit Account (when applicable) <input type="checkbox"/> Supporting documents complete	B. Approved for Payment
---	--

Signature	Signature
Printed name : FLORENCE P. SABUG	Printed name : ANTONIO C. LARA
Position : Sr. Accounting Processor A	Position : Division Manager A
Date	Date

C. Received Payment			JEV No.
Check/ADA No.:	Date :	Bank Name:	Date :
Signature :	Date :	Printed Name:	
<i>E. Bigornia</i>	5-24-13		

Official Receipt/Other Documents



Republika ng Pilipinas
 DEPARTMENT OF AGRICULTURE
 PAMBANSANG PANGASIWAAN NG PATUBIG
 (National Irrigation Administration)
 Zinundungan/Dummun River Irrigation System
 Lasam/Gattaran, Cagayan

DISBURSEMENT VOUCHER

No.:

Mode of Payment :
 Check Payment
 Cash Payment
 ADA
 Other

Payee/Office	: Rolando Estrellon	TIN/Employee No:	OR/BUR No:
Address	: NIA-ZRIS/DRIS	Responsibility Center	
		Office/Unit/Project	Code

EXPLANATION	AMOUNT
To payment of Right of Way at corewall of DRIS Diversion Dam STA 0+092.80 - 0+136.40 of Corewall AREA = 43.60 X 10 =436.00 sq.m COST = 436 sq.m x 7.86/sq.m = P 3426.96	Php 3,426.96
THREE THOUSAND FOUR HUNDRED TWENTY SIX AND 96/100 PESOS ONLY	Php 3,426.96

A. Certified <input type="checkbox"/> Cash Available <input type="checkbox"/> Subject to Authority to Debit Account (when applicable) <input type="checkbox"/> Supporting documents complete	B. Approved for Payment
Signature :	Signature :
Printed name : FLORENCE P. SABUG	Printed name : ANTONIO C. LARA
Position : Sr. Accounting Processor A	Position : Division Manager A
Date :	Date :

C. Received Payment			JEV No.
Check/ADA No.:	Date :	Bank Name:	Date :
Signature :	Date :	Printed Name:	

Official Receipt/Other Documents



Republika ng Pilipinas
 DEPARTMENT OF AGRICULTURE
 PAMBANSANG PANGASIWAAN NG PATUBIG
 (National Irrigation Administration)
Zinundungan/Dummun River Irrigation System
 Lasam/Gattaran, Cagayan

DISBURSEMENT VOUCHER

No.:

Mode of Payment : Check Payment Cash Payment ADA Other

Payee/Office	: Patrocinio Estrellon	TIN/Employee No:	OR/BJR No:
Address	: NIA-ZRIS/DRIS	Responsibility Center	
		Office/Unit/Project	Code

EXPLANATION	AMOUNT
To payment of Right of Way at corewall of DRIS Diversion Dam STA 0+136.40 - 0+197.10 of Corewall AREA = 60.70 X 10 = 607.00 sq.m COST = 607 sq.m x 7.86/sq.m = P 4771.02	Php 4,771.02
FOUR THOUSAND SEVEN HUNDRED SEVENTY ONE & 2/100 PESOS ONLY	Php 4,771.02

A. Certified <input type="checkbox"/> Cash Available <input type="checkbox"/> Subject to Authority to Debit Account (when applicable) <input type="checkbox"/> Supporting documents complete	B. Approved for Payment
Signature :	Signature :
Printed name : FLORENCE P. SABUG	Printed name : ANTONIO C. LARA
Position : Sr. Accounting Processor A	Position : Division Manager A
Date :	Date :

C. Received Payment			JEV No.
Check/ADA No.:	Date :	Bank Name:	
Signature :	Date :	Printed Name:	Date :

Official Receipt/Other Documents



Republika ng Pilipinas
DEPARTMENT OF AGRICULTURE
PAMBANSANG PANGASIWAAN NG PATUBIG
(National Irrigation Administration)
Zinundungan/Dummun River Irrigation System
Lasam/Gattaran, Cagayan

DISBURSEMENT VOUCHER

No.:

Mode of Payment : Check Payment Cash Payment ADA Other

Payee/Office	: Ernesto Duca	TIN/Employee No:	OR/BUR No:
Address	: NIA-ZRIS/DRIS	Responsibility Center	
		Office/Unit/Project	Code

EXPLANATION	AMOUNT
To payment of Right of Way at corewall of DRIS Diversion Dam STA 0+197.10 - 0+330.10 of Corewall AREA = 133 X 10 = 1330.00 sq.m COST = 1330 sq.m x 7.86/sq.m = P 10,453.80	Php 10,453.80
TEN THOUSAND FOUR HUNDRED FIFTY THREE AND 80/100 PESOS ONLY	Php 10,453.80

A. <input type="checkbox"/> Certified	B. <input type="checkbox"/> Approved for Payment
<input type="checkbox"/> Cash Available	
<input type="checkbox"/> Subject to Authority to Debit Account (when applicable)	
<input type="checkbox"/> Supporting documents complete	

Signature	:	Signature	:
Printed name	:	Printed name	:
Position	:	Position	:
Date	:	Date	:

C. <input type="checkbox"/> Received Payment			JEV No.
Check/ADA No.:	Date :	Bank Name:	Date :
Signature :	Date :	Printed Name:	
<i>Ernesto Duca</i>			

Official Receipt/Other Documents

ACKNOWLEDGEMENT RECEIPT

I hereby acknowledged to receive from NIA-CBIMO the amount of **Fifty Thousand Pesos Only (₱ 50,000.00)** dated March 25, 2013 as payment of the permanent easement of the right of way for using the private road in which I owned.

RECEIVED BY:

MERGIE GARCIA
OWNER

Deed of Sale on the Affected Properties of the PAF/Ps

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DEED OF ABSOLUTE SALE

KNOW ALL MEN BY THESE PRESENTS:

This DEED OF ABSOLUTE SALE is made, executed and entered into by:

ELIZER BIGORNIA, HEIRS of **REMIGIO BIGORNIA** of legal ages, married, Filipinos, and with residence and postal address at **Piña Weste Gattaran, Cagayan**, hereinafter referred to as the **SELLERS**

WITNESSETH;

WHEREAS, the **SELLERS** are the registered heir of a parcel of land with improvements located at **Piña Weste Gattaran, Cagayan** and covered by Transfer Certificate of Title No. **6486** containing a total area of **THREE THOUSAND SEVEN HUNDRED FORTEEN (3,714) SQUARE METERS**, more or less, and more particularly described as follows:


TRANSFER CERTIFICATE OF TITLE NO. T-6485

A parcel of Land Lot 4, of the subd. Plan Psd-2-027923 (OLT), BEING A PORTION OF Lot 2380, Cad-272, Situated in the Barrio of piña Weste, Municipality of Gattaran, province of Cagayan, Island of Luzon, Bounded on the SW, along line 1-2 by Lot 20, line 4-1 by lot 3, all of the subdivision plan., Beginning at a point marked "1" on plan being S. 76 deg. 29'W., 1532.51 m. from BLIM No. 113, Cad-272, thence N. 76 deg. 00'W., 49.17m. to point 2; thence N. 00 deg. 15'W., 104.10 m. to point 3; thence S. 73 deg. 05'E., 25.44 m. to point 4; thence S. deg. 22'E., 111.17 m. to point 1, the point of beginning, containing an area of **THREE THOUSAND SEVEN HUNDRED FOURTEEN, (3,714) sq.m.**, more or less.

WHEREAS, the **BUYER** has offered to buy and the **SELLERS** have agreed to sell the above mentioned portion of the property with an area of Three Hundred Twenty One (321) square meter for the amount of **TWO THOUSAND FIVE HUNDRED TWENTY THREE PESOS & 6/100 (P 2,523.06) Philippine Currency;**

NOW THEREFORE, for and in consideration of the sum of **TWO THOUSAND FIVE HUNDRED TWENTY THREE PESOS & 6/100 (P 2,523.06) Philippine Currency**, hand paid by the **BUYER** to the **SELLERS**, the **SELLERS DO HEREBY SELL, TRANSFER, and CONVEY** by way of Absolute Sale unto the said **BUYER**, his heirs and assigns, the certain parcel of land together with all the improvements found thereon, free from all liens and encumbrances of whatever nature including real estate taxes as of the date of this sale.

EBigornia
ELIZER BIGORNIA
Seller


ERNESTO G. COLLADO
NIA ZRIS/ DRIS REPRESENTATIVE
Buyer

EBigornia

SIGNED IN THE PRESENCE OF:

[Signature]
FAUSTINO P. RUMON M.
SWIFT

[Signature]
MAUREEN ANN U. LARA
100-X

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF CAGAYAN) SS.
MUNICIPALITY OF GATTARAN)

BEFORE ME, a Notary Public for and in the Province of Cagayan personally appeared:

Name	CTC Number	Date/Place Issued
ELIZER BIGORNIA	10489118	5-20-13 GATT. CAG

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same are their free act and voluntary deed.

This instrument, consisting of two pages (2), including the page on which this acknowledgment is written, has been signed on the left margin of each and every page thereof by the concerned parties and their witnesses, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on this JUL 08 2013 day of 20
at GATTARAN, CAGAYAN

Doc. No. 478;
Page No. 17;
Book No. XXXVIII
Series of 2013.

[Signature]
RONALD A. TOMANENG
NOTARY PUBLIC
UNTIL DECEMBER 31, 2013
ROLL No. 17588
PTR No. 4287-17 1-05-13
IBP No. 80632 1-06-13
MCLE No. IV-0001681 1-06-13

[Signature]
eBigornia

RPA Form No. 1
 (AMENDMENT) 13-0037-00005

DECLARATION OF REAL PROPERTY
 (FILLED UNDER REPUBLIC ACT 7160)

Owner Bigornia, Remigio Pina Weste, Cattaran, Cagayan
 Address _____
 Administrator m/to Caridad Pascual Address _____

DESCRIPTION AND OTHER PARTICULARS OF PROPERTY

Location of Property: _____ Pina Weste, GATTARAN, CAGAYAN
(Number and Street) (Barangay District) (Municipality/City/Province)
 Certificate of Title No. T-5779 Cadastral Lot No. 4 Assessors Lot No. _____
 Boundaries Block No. _____
 North: Dumzun River South: W lot 5
 East: lot 3 West: lot 6
(State streets, lots, or streams by which bounded or names of owners of adjoining lands)

I (a) LAND (AGRICULTURAL/MINERAL)

OWNER'S DECLARATION			ASSESSOR'S FINDINGS				
Kind	Area	Value	Kind	Area	Class	Unit Values	Market Value
			<u>R/L Water</u>	<u>.6306</u>	<u>3rd</u>	<u>78,600</u>	<u>49,565.16</u>
Total			Total				<u>P49,565.16</u>
Total			Total Adjusted Market Value				<u>P41,140</u>

I (b) PLANT & TREES

OWNER'S DECLARATION			ASSESSOR'S FINDINGS				
Number and Kind	Annual Product (Quality)	Value	Base Market Value 100%	Number and Kind	Annual Product (Quality)	Unit Value	Market Value
			Adjustments:				
			(a) Along or no rd. frontage 9%				
			(b) ___ Kms. To all weather rd. 2%				
			(c) ___ Kms to market (pub) 6%				
			Total Adjustment 17%				
			Adjusted Market Value 83%				
Total			Total				P
Total			Adjusted Market Value				P

II LAND (RESIDENTIAL, COMMERCIAL, INDUSTRIAL, SPECIAL)

OWNER'S DECLARATION			ASSESSOR'S FINDINGS				
Kind	Area	Value	Kind	Area	Unit Values	Adjustments	Market Value
			CERTIFIED TRUE COPY EXTRACTED FROM THE PAAS				
			MARITES A. LARA Municipal Assessor				
Total							P

O.A. No. 445159
 Dated 2-26-13

IMPORTANT: Filled for taxation purpose and should not be considered as title to the property.

III (a) BUILDING AND OTHER IMPROVEMENTS

1. OWNER'S DECLARATION

DESCRIPTION	Floor Area	Construction Mater.				Mark:
		1st Story	2nd Story	3rd Story	Roof	
Total						P

2. ASSESSOR'S FINDINGS

DESCRIPTION	Floor Area	Construction Materials				Market Value
		1st Story	2nd Story	3rd Story	Roof	
Total						P

III (b) MACHINERY

1. OWNER'S DECLARATION

DESCRIPTION	Date of Operation	Original Cost	Depreciation	Market Value
Total				P

2. ASSESSOR'S FINDINGS

DESCRIPTION	Date of Operation	Original Cost	Depreciation	Market Value
Total				P

SWORN STATEMENT OF OWNER

Under the provisions of Republic Act No. 7160, I HEREBY CERTIFY that the current and fair market value (x) of the foregoing described property of which I am the owner/administrator is to the best of my knowledge and belief, as follows:

Land _____ P _____
 Improvements _____ P _____
TOTAL VALUE _____ P _____

(Signature)

TIN _____

Subscribed and sworn to before me this _____ day of _____ 20____
 the person taking oaths presenting Residence Certificate No. _____ issued on _____

(Signature of official administering oath)

(Official Title)

TIN _____

(x) State in nearest multiple of 10 as P950
 instead of P948. P1 00 instead of P1 004

(CITY/PROVINCIAL ASSESSOR

ASSESSMENT BY BOARD OF ASSESSMENT APPEALS)

(CENTRAL BOARD OF ASSESSMENT APPEALS)

Kind of Property	Actual Use	Market Value	Assessment Level	Assessed Value
H/L Unit	Agri	41,140	25	10,290
Total				P 10,290

TOTAL ASSESSED VALUE

Ten Thousand Two Hundred Ninety
 (AMOUNT IN WORDS)

APPROVED

SOD. RHODORA O. ENAMAH
 Provincial City Assessor

SOD. MARITES A. LABA
 MUNICIPAL ASSESSOR

Deputy

DATE

DATE

THIS DECLARATION CANCELS TAX NOS
 TAX NOS

00010

IS CANCELLED BY
 TAX UNDER THIS DECLARATION BEGINS WITH THE
 ENTERED IN THE REAL PROPERTY ASSESSMENT

YEAR 2013

CEASES WITH THE YEAR

PREVIOUS OWNER

NAME

PREVIOUS ASSESSED VALUE LAND AND

930

IMPROVEMENT Pto

DEED OF ABSOLUTE SALE

KNOW ALL MEN BY THESE PRESENTS:

This DEED OF ABSOLUTE SALE is made, executed and entered into by:

ROLANDO ESTRELLON, of legal ages, married, Filipino, and with residence and postal address at Piña Weste Gattaran, Cagayan, hereinafter referred to as the **SELLERS**

WITNESSETH:

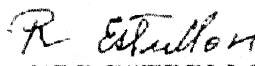
WHEREAS, the **SELLERS** are the registered owner of a parcel of land with improvements located at **Piña Weste Gattaran, Cagayan** and covered by Transfer Certificate of Title No. **6491** containing a total area of **FOUR THOUSAND TEN (4,010) SQUARE METERS**, more or less, and more particularly described as follows:

TRANSFER CERTIFICATE OF TITLE NO. 6491

A parcel of Land Lot 3, of the subd. Plan Psd-2-027923 (OLT), being a portion of Lot 2380, Cad-272. Situated in the Barrio of piña Weste, Municipality of Gattaran, province of Cagayan, Island of Luzon, Bounded on the SW., along line 4-1 by Lot 11, line 1-2 by lot 4, on the NE., along line 2-3 by Lot 20, line 3-4 by Lot 2, all of the subdivision plan., Beginning at a point marked "1" on plan being S 76 deg. 29'W., 1532.51 m. from BLIM No. 113, Cad-272, thence N 12 deg. 22'W., 111.17m. to point 2, thence S 71 deg. 29'E., 25.69 m. to point 3, thence S 26 deg. 13'E., 124.19 m. to point 4, thence N 78 deg. 47'W., 56.48 m. to point 1, the point of beginning, containing an area of **FOUR THOUSAND TEN (4,010) sq. m.**, more or less.

WHEREAS, the **BUYER** has offered to buy and the **SELLERS** have agreed to sell the above mentioned portion of the property with an area of Four Hundred Thirty Six (436) square meter for the amount of **THREE THOUSAND FOUR HUNDRED TWENTY SIX PESOS & 96/100 (P 3,426.96)** Philippine Currency;

NOW THEREFORE, for and in consideration of the sum of **THREE THOUSAND FOUR HUNDRED TWENTY SIX PESOS & 96/100 (P 3,426.96)** Philippine Currency, hand paid by the **BUYER** to the **SELLERS**, the **SELLERS DO HEREBY SELL, TRANSFER, and CONVEY** by way of Absolute Sale unto the said **BUYER**, his heirs and assigns, the certain parcel of land together with all the improvements found thereon, free from all liens and encumbrances of whatever nature including real estate taxes as of the date of this sale


ROLANDO ESTRELLON
Seller


ERNESTO G. COLLADO
NIA ZRIS/ DRIS REPRESENTATIVE
Buyer



SIGNED IN THE PRESENCE OF:

[Handwritten signature]

[Handwritten signature]
FAUSTINO P. RUMON SA-
SWRTI

[Handwritten signature]
MAUREEN ANN U. LARA
100-A

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF CAGAYAN) SS.
MUNICIPALITY OF GATTARAN)

[Handwritten signature]

BEFORE ME, a Notary Public for and in the Province of Cagayan personally appeared:

Name	CTC Number	Date/Place Issued
ROLANDO ESTRELLON	10489131	5-11-13 GATT. CAG.

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same are their free act and voluntary deed.

This instrument, consisting of two pages (2), including the page on which this acknowledgment is written, has been signed on the left margin of each and every page thereof by the concerned parties and their witnesses, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on this JUL 08 2013 day of 20
at APARRI, CAGAYAN

Doc. No. 479;
Page No. 97;
Book No. XXXVIII;
Series of 2013.

[Handwritten signature]
RONALD A. TOMANENB
NOTARY PUBLIC
UNTIL DECEMBER 31, 2013
ROLL No. 17308
PTR No. 4287447 1-02-13
IBP No. 856382 1-04-13
MCLE No. IV-0001581 3-07-11

R Estrellon

DEED OF ABSOLUTE SALE

KNOW ALL MEN BY THESE PRESENTS:

This **DEED OF ABSOLUTE SALE** is made, executed and entered into by:

PATROCINIO ESTRELLON, of legal ages, married, Filipino, and with residence and postal address at Piña Weste Gattaran, Cagayan, hereinafter referred to as the **SELLERS**

WITNESSETH:

WHEREAS, the **SELLER** is the registered owner of a parcel of land with improvements located at **Piña Weste Gattaran, Cagayan** and covered by Transfer Certificate of Title No. 6490 containing a total area of **FOUR THOUSAND FIVE HUNDRED SIXTY THREE (4,563) SQUARE METERS**, more or less, and more particularly described as follows:

TRANSFER CERTIFICATE OF TITLE NO. 6490

*A parcel of Land Lot 2, of the subd. plan Psd-2-027923 (OLT), being a portion of Lot 2380, Cad-272. Situated in the Barrio of Piña Weste, Municipality of Gattaran, Province of Cagayan, Island of Luzon, Bounded on the SW., along line 1-2 by Lot 11, line 2-3 by lot 3; on the NE., along line 3-4 by Lot 29, line 4-1 by Lot 1, all of the subdivision plan., Beginning at a point marked "1" on plan being S. 74 deg. 34'N., 1433.92 m. from BLIM No. 113, Cad-272.,thence N. 76 deg. 34'W., 53.96 m. to point 2; thence N. 71 deg. 13'W., 124.19 m. to point 3; thence S. 86 deg. 56'E., 33.60 m. to point 4; thence S. 31 deg. 08'E., 142.72 m. to point 1; the point of beginning, containing an area of **FOUR THOUSAND FIVE HUNDRED SIXTY THREE, (4,563) sq. m., more or less.***

WHEREAS, the **BUYER** has offered to buy and the **SELLERS** have agreed to sell the above mentioned portion of the property with an area of Six Hundred Seven (607) square meter for the amount of **FOUR THOUSAND SEVEN HUNDRED SEVENTY ONE PESOS & 2/100 (P 4,771.02) Philippine Currency;**

NOW THEREFORE, for and in consideration of the sum of **FOUR THOUSAND SEVEN HUNDRED SEVENTY ONE PESOS & 2/100 (P 4,771.02) Philippine Currency**, hand paid by the **BUYER** to the **SELLERS**, the **SELLERS DO HEREBY SELL, TRANSFER, and CONVEY** by way of **Absolute Sale** unto the said **BUYER**, his heirs and assigns, the certain parcel of land together with all the improvements found thereon, free from all liens and encumbrances of whatever nature including real estate taxes as of the date of this sale.

Edolie Estrellon
PATROCINIO ESTRELLON
Seller


ERNESTO G. COLLADO
NIA ZRIS/DRIS REPRESENTATIVE
Buyer

Edolie Estrellon

SIGNED IN THE PRESENCE OF:

[Signature]
FRANCISCO P. RUIZ
SWFT

[Signature]
MAUREEN ANN W. LARA
IDO-A

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF CAGAYAN) SS.
MUNICIPALITY OF GATTARAN)

BEFORE ME, a Notary Public for and in the Province of Cagayan personally appeared:

Name	CTC Number	Date/Place Issued
PATROCINIO ESTRELLON	22289800	5-16-13 GATT. CAG.

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same are their free act and voluntary deed.

This instrument, consisting of two pages (2), including the page on which this acknowledgment is written, has been signed on the left margin of each and every page thereof by the concerned parties and their witnesses, and sealed with my notarial seal.

WITNESS BEFORE MY HAND AND SEAL on this JUL 08 2013 day of 20
at APARRI, CAGAYAN

Doc. No. 480
Page No. 87
Book No. XXXVIII
Series of 2013.

[Signature]
RONALD A. TOMANEN
NOTARY PUBLIC
UNTIL DECEMBER 31, 2013
ROLL No. 17908
PTR No. 4287447 1-03-13
IBP No. 856332 1-04-13
MCLE No. IV-0001681 3-01-13

[Signature]
Eddie Estrella

DEED OF ABSOLUTE SALE

KNOW ALL MEN BY THESE PRESENTS:

This **DEED OF ABSOLUTE SALE** is made, executed and entered into by:

ERNESTO DUCA, of legal ages, married, Filipinos, and with residence and postal address at Piña Weste Gattaran, Cagayan, hereinafter referred to as the **SELLERS**

WITNESSETH;

WHEREAS, the **SELLERS** are the registered owner of a parcel of land with improvements located at Piña Weste Gattaran, Cagayan and covered by Transfer Certificate of Title No. **T-5781** containing a total area of **NINETEEN THOUSAND ONE HUNDRED SEVENTY FOUR (19,174) SQUARE METERS**, more or less, and more particularly described as follows:

TRANSFER CERTIFICATE OF TITLE NO. T-6485

*A parcel of land lot No. 8 of the subdivision pla Psd-2-027922 (OLT) being a portion of Plan-Si-6476, identical to Lot 2378, Cad-272, situated in the Barrio of Piña Weste, Municipality of Gattaran, Province of Cagayan, Island of Luzon. Bounded on the SE along line 1-2 by Lot 6, along line 2-3 by Lot 10, along line 3-4-5-6, on the SW along 6-7 all by Lot 15 creek, all of the subdivision plan, on the W along line 7-8 by Lot 2380, cad-272, on the NW along line 8-9 by lot 14, on the SE along line 9-10, and on the NE along line 10-1 both by Lot 7 both of the subdivision plan. Beginning at a point marked "I" of the plan being N 85 deg. 56' E 7,626.27 m. from BLBM No. 1, Nabuccayan, Gattaran. Thence S 37 deg. 58' W., 13.57 m. to point 2; thence S 82 deg. 55' W., 40.85 m. to 3; thence S 42 deg. 34' W., 33.72 m. to point 4; thence 74 deg. 27' W., 40.03 to point 5; thence S 46 deg. 14' W., 49.28 m. to point 6; thence N 27 deg. 29' W., 42.03 m. to point 7; thence N 00 deg. 11' E 160.26 m. to point 8; thence N 68 deg. 56' E, 117.82 to point 9; thence S 18 deg. 54' W., 143.71 m. to point 10; thence S 68 deg. 27' E., 108.95 m. to point 1; the point of beginning, containing an area of **NINETEEN THOUSAND ONE HUNDRED SEVENTY FOUR (19,174) Sq. M. more or less.***

WHEREAS, the **BUYER** has offered to buy and the **SELLERS** have agreed to sell the above mentioned portion of the property with an area of one thousand three hundred thirty (1,330) square meter for the amount of **TEN THOUSAND FOUR HUNDRED FIFTY THREE PESOS AND EIGHTY CENTAVOS (P 10,453.80) Philippine Currency;**

NOW THEREFORE, for and in consideration of the sum of **TEN THOUSAND FOUR HUNDRED FIFTY THREE AND EIGHTY CENTAVOS (P 10,453.80) Philippine Currency**, hand paid by the **BUYER** to the **SELLERS**, the **SELLERS DO HEREBY SELL, TRANSFER, and CONVEY** by way of Absolute Sale unto the said **BUYER**, his heirs and assigns, the certain parcel of land together with all the improvements found thereon, free from all liens and encumbrances of whatever nature including real estate taxes as of the date of this sale.

Ernesto Duca

ERNESTO DUCA
Seller

Ernesto G. Collado

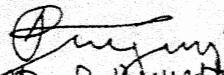
ERNESTO G. COLLADO
NIA ZRIS/ DRIS REPRESENTATIVE
Buyer

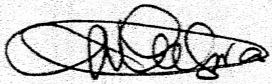
Ernesto Duca

Ernesto Duca

Ernesto Duca

SIGNED IN THE PRESENCE OF:


FAUSTINO P. RUMPUNAN
SWRFT


MARIBEL ANN U. URA
100-A

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF CAGAYAN) SS.
MUNICIPALITY OF GATTARAN)

BEFORE ME, a Notary Public for and in the Province of Cagayan personally appeared:

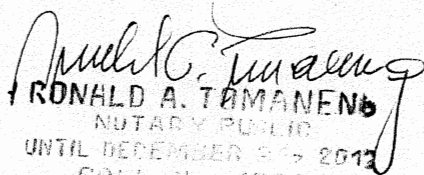
Name	CTC Number	Date/Place Issued
ERNESTO DUCA	10429116	5-15-13 GATT. CAG.

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same are their free act and voluntary deed.

This instrument, consisting of two pages (2), including the page on which this acknowledgment is written, has been signed on the left margin of each and every page thereof by the concerned parties and their witnesses, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on this JUL 06 2013 day of 20
at APARRIN, CAGAYAN

Doc. No. 477
Page No. 97
Book No. XXXVIII
Series of 2013


RONALD A. TOMANENG
NOTARY PUBLIC
UNTIL DECEMBER 31, 2013
ROLL No. 17888
PTR No. 4287447 1-05-13
IBP No. 886362 1-04-13
MCLE No. IV-0001681 2-07-13

DEED OF ABSOLUTE SALE

KNOW ALL MEN BY THESE PRESENTS:

This **DEED OF ABSOLUTE SALE** is made, executed and entered into by:

ERNESTO DUCA, of legal ages, married, Filipinos, and with residence and postal address at Piña Weste Gattaran, Cagayan, hereinafter referred to as the **SELLERS**

WITNESSETH:

WHEREAS, the **SELLERS** are the registered owner of a parcel of land with improvements located at Piña Weste Gattaran, Cagayan and covered by Transfer Certificate of Title No. **T-6485** containing a total area of **FIVE THOUSAND NINE HUNDRED FORTY FOUR (5,944) SQUARE METERS**, more or less, and more particularly described as follows:

TRANSFER CERTIFICATE OF TITLE NO. T-6485

"A PARCEL OF LAND LOT NO 1, OF THE SUBD. PLAN Psd-2-0279239(OLT), BEING A PORTION OF LOT 2380, Csd-272. SITUATED IN THE BARRIO OF PIÑA WESTE MUNICIPALITY OF GATTARAN, PROVINCE OF CAGAYAN, ISLAND OF LUZON. BOUNDED ON THE SW, ALONG LINE 1-2 BY LOT 2; ON THE NW, ALONG LINE 2-3 BY LOT 20, BOTH OF THE SUBD. PLAN; ON THE SE., ALONG LINE 3-1 BY LOT 2378, CAD-272., BEGINNING AT POINT MARKED "1" ON PLAN BEING S., 74 deg. 34' W., 1433.92 m. FROM BLIM No. 114, Cad-272 thence N. 31 deg. 08' W., 142.72 m. TO POINT 2; THENCE N. 62 deg. 51' E., 83.50 m TO POINT 3; THENCE S. 00 deg. 11' W., TO POINT 1; THE POINT OF BEGINNING, CONTAINING AN AREA OF FIVE THOUSAND NINE HUNDRED FORTY FOUR 95,9440 SQ. M. MORE OR LESS.

WHEREAS, the **BUYER** has offered to buy and the **SELLERS** have agreed to sell the above mentioned portion of the property with an area of six hundred seven (607.00) square meter for the amount of **FOUR THOUSAND SEVEN HUNDRED SEVENTY ONE PESOS AND TWO CENTAVOS (P 4,771.02) Philippine Currency;**

NOW THEREFORE, for and in consideration of the sum of **FOUR THOUSAND SEVEN HUNDRED SEVENTY ONE PESOS AND TWO CENTS. (P 4,771.02) Philippine Currency**, hand paid by the **BUYER** to the **SELLERS**, the **SELLERS DO HEREBY SELL, TRANSFER, and CONVEY** by way of Absolute Sale unto the said **BUYER**, his heirs and assigns, the certain parcel of land together with all the improvements found thereon, free from all liens and encumbrances of whatever nature including real estate taxes as of the date of this sale.

Ernesto DUCA

ERNESTO DUCA

Seller

Ernesto G. Collado

ERNESTO G. COLLADO

NIA ZRIS/ DRIS REPRESENTATIVE

Buyer

Ernesto DUCA

SIGNED IN THE PRESENCE OF:

[Signature]
FAUSTINO R. RUMPOSA
SWIFT

[Signature]
MAURICIO AND U-LARA
100-X

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF CAGAYAN) SS.
MUNICIPALITY OF GATTARAN)

BEFORE ME, a Notary Public for and in the Province of Cagayan personally appeared:

Name	CTC Number	Date/Place Issued
ERNESTO DUCA	10429116	5-15-13 GATT. CAG.

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same are their free act and voluntary deed.

This instrument, consisting of two pages (2), including the page on which this acknowledgment is written, has been signed on the left margin of each and every page thereof by the concerned parties and their witnesses, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on this JUL 08 2013 day of 20
at APARRI, CAGAYAN

Doc. No. 476;
Page No. 27;
Book No. XXXVIII;
Series of 2013.

[Signature]
RONALD A. TOMANEN
NOTARY PUBLIC
UNTIL DECEMBER 31, 2013
ROLL No. 17868
PTR No. 4287447 1-03-13
IBP No. 656332 1-04-13
MCLE No. IV-0001681 5-04-13

[Handwritten note]
Faustino Rumpo

Perpetual Easement ROW Agreement

A
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N
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X
E

PERPETUAL EASEMENT ON THE RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS:

That I, Mergie M. Garcia, of legal age, married, Filipino and a resident of Capissayan Norte, Gattaran, Cagayan, hereinafter called "**Grantor**" for and in consideration of PESOS: FIFTY THOUSAND (P50,000.00), Philippine currency, and other valuable consideration to Grantor including repair of the private road by way of re-graveling, in hand paid by National Irrigation Administration (NIA), a Government Owned and Controlled Corporation created under RA 3601 as amended by PD 552, with office address at EDSA, Diliman, Quezon City, hereinafter referred to as "**Grantee**", and represented by **Antonio C. Lara, Division Manager of Cagayan-Batanes Irrigation Management Office**, has granted, perpetual easement on the right of way and by these presents does grant, and convey unto said Grantee, its contractors and assigns, a perpetual easement and right-of-way upon Grantor's land situated at Capissayan Norte, Gattaran, Cagayan more particularly described in TCT – 83998 (Original Title) and Lot No. 2370 – A on the sub division plan which will serve as an access road of the **Grantee** to the Dummun River Irrigation System located at Barangay Nabaccayan, Gattaran, Cagayan with a service area of 1,502 hectares and serving 1416 farmers.

Grantee shall have the right to pass, utilize the private road of the Grantor, or the metes and bounds as above described, and Grantor hereby agrees that the perpetual easement and right-of-way and its general dimensions hereby granted shall apply.

Together with the right of ingress and egress along and upon said easement and right-of-way with the right to construct, maintain, operate, remove and reconstruct along the same general direction of

said Right-of-way and as such road is widened in the future; the right to lease for the purpose of permitting NIA to repair the said road, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of Grantee's Heavy Equipments possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land within the easement area as described above without prior written consent to Grantee. That the Grantor grants and signed this perpetual easement on the right-of-way for the consideration primarily on the on-going construction and rehabilitation of the Dummun River Dam and core wall at intake as per Article 649 of the Civil Code of the Philippines.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby Granted;

TO HAVE AND TO HOLD the above described permanent easement and rights unto the said Grantee, its contractors, and assigns, and that in the event that in the future, Grantee shall be doing improvements/repairs or maintenance works in the retaining wall, intake, dam, or Main Canal, that Grantee shall be using the same road, Grantor shall no longer collect any amount whatsoever from the Grantee, as long as the said road is being utilized by the Grantee, the Grantor cannot get back or withdraw her property, and in the event that in the future NIA is no longer using the said private road, this permanent easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor and Grantors assigns.

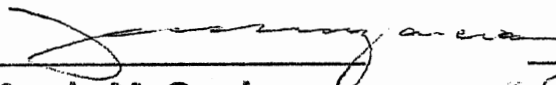
And I do hereby bind myself, my heirs and legal representatives, to warrant and forever defend all and singular the above described permanent easement and rights unto said Grantee, its contractors and

assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

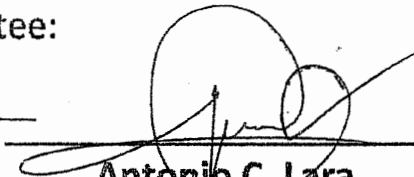
IN WITNESS WHEREOF, Parties have caused this contract to be signed by their respective duly authorized representatives 2th day of March, 2013.

Grantor:

Grantee:

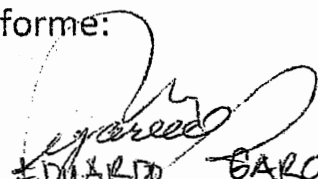


Mergie M. Garcia
Owner



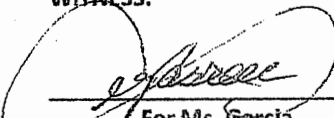
Antonio C. Lara
Division Manager, NIA-CBIMO

Conforme:



EDUARDO GARCIA
Spouse of Margie Garcia

WITNESS:



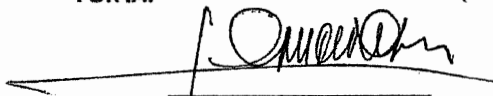
For Ms. Garcia

FOR NIA:



NIEASALIE C. REYES
Sr. IDO

FOR IA:



FLORENCIO B. SOLIVEN
IA President DRIS FIA

ACKNOWLEDGEMENT

Republic of the Philippines)
_____) S.S

BEFORE ME, a notary for and in the City of Tuguegarao, personally appeared:

<u>Name</u>	<u>CTC Number</u>	<u>Date/Place Issued</u>
ANTONIO C. LARA	10483170	Jan.17, 2013 / Soliman, Cag.
FLORENCIO B. SOLIVEN	16024451	Jan.10, 2013 / Gant, Cag.
MERGIE I. GARCIA	10579072	March 26, 2010 / Gant, Cag.

Known to me and to me known to be the same persons who executed the foregoing **Perpetual Easement on the Right of Way** consisting of four (4) pages including this page and acknowledged to me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL, on the date and place first above written.

Notary Public

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20__.