



August 12, 2022

# **MEMORANDUM**

FOR :

The Regional Executive Director

DENR-MIMAROPA Region 1515 L&S Bldg., Roxas Blvd.

Ermita, Manila 1000

Attn.

The Chief, Legal Division

FROM

The Provincial Environment and

Natural Resources Officer

**SUBJECT** 

REPORT RE: REQUEST OF MS. BETHEL P. MARANAN OWNER/MANAGER OF ROVIC'S PENSION HOUSE FOR EASEMENT CERTIFICATION COVERING LOT 349 AND 482 CAD 1037-D LOCATED IN MASAGANA, EL NIDO,

**PALAWAN** 

Respectfully forwarded is the Memo dated August 9, 2022 from the Community Environment and Natural Resources Officer, Alan L. Valle, received 11<sup>th</sup> of August 2022 by this office, concurring the recommendation on the non-issuance of certificate of compliance on allowable easement in relation to the above subject.

Submitted in compliance to Regional office Memorandum dated June 23, 2022.

For your information and further advice of action.

Cc.:

The CENRO Taytay, Palawan

Doc. Ref. No. : 2022-7303 TSD-RPS/DFD DENR-PALAWAN
PENRO-RECORDS
RELEASED
Phra

Patol 8 AUG 2022 CN 2020 2195

ARDO B. CAYATQ

Bgy. Santa Monica, Puerto Princesa City, Palawan Telfax No. (048) 433-5638

Email add: denrpenropalawan@gmail.com



# Republic of the Philippines Department of Environment and Natural Resources MIMAROPA Region

# COMMUNITY ENVIRONMENT AND NATURAL RESOURCES OFFICE

By the National Highway, Poblacion, Taytay, Palawan 5312 Mobile: 0926-505-9335 TM 0912-171-3889 TNT

Email: cenrotaytay@denr.gov.ph

August 9, 2022

MEMORANDUM

FOR : The Regional Executive Director

MIMAROPA Region

1515 L & S Building, by Roxas Blvd., Ermita, Manila

THRU : The Provincial Environment and

Natural Resources Officer

Sta. Monica, Puerto Princesa City

FROM: The Community Environment and

Natural Resources Officer

SUBJECT: REPORT RE: REQUEST OF MS. BETHEL P. MARANAN

OWNER/MANAGER OF ROVIC'S PENSION HOUSE FOR EASEMENT CERTIFICATION COVERING LOT 349 AND 482 CAD. 1037-D LOCATED IN MASAGANA, EL NIDO,

**PALAWAN** 

In compliance to the memorandum dated June 23, 2022, instructing to conduct ground verification on the compliance of the 40-meters easement of the above-mentioned establishment, respectfully forwarded is the report of Easement Inspection Team.

In view hereof, this office concurs with the recommendation of the team on the non-issuance of certificate of compliance on allowable easement of said establishment, considering that R.A 11038 or the Expanded NIPAS Act and DAO 2021-07, prohibits construction within easement areas.

Please acknowledge the receipt hereof. Thank you.

DENR CENRO
TAYTAY, PALAWAN
RELEASED

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# Republic of the Philippines

Department of Environment and Natural Resources MIMAROPA Region

# COMMUNITY ENVIRONMENT AND NATURAL RESOURCES OFFICE

By the National Highway, Poblacion, Taytay, Palawan 5312 Mobile: 0926-505-9335 TM 0912-171-3889 TNT

Email: cenrotavtav@denr.gov.ph

August 9, 2022

**MEMORANDUM** 

FOR .

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The Regional Executive Director

MIMAROPA Region

1515 L & S Building, by Roxas Blvd., Ermita, Manila

THRU

The Provincial Environment and

Natural Resources Officer

Sta. Monica, Puerto Princesa City

**FROM** 

The Community Environment and

Natural Resources Officer

**SUBJECT** 

REPORT RE: REQUEST OF MS. BETHEL P. MARANAN OWNER/MANAGER OF ROVIC'S PENSION HOUSE FOR **EASEMENT CERTIFICATION COVERING LOT 349 AND 482** CAD. 1037-D LOCATED IN MASAGANA, EL NIDO.

**PALAWAN** 

In compliance to the memorandum dated June 23, 2022, instructing to conduct ground verification on the compliance of the 40-meters easement of the above-mentioned establishment, respectfully forwarded is the report of Easement Inspection Team.

In view hereof, this office concurs with the recommendation of the team on the nonissuance of certificate of compliance on allowable easement of said establishment, considering that R.A 11038 or the Expanded NIPAS Act and DAO 2021-07, prohibits construction within easement areas.

Please acknowledge the receipt hereof. Thank you.

# **DOCUMENT ACTION INFORMATION FORM**

Doc. Ref. No.: **2022-3990** Date and Time received: 08/02/2022 02:08:13 PM

From: Maria B. Lachica Document Type: Memorandums

DENR-CENRO Taytay, Palawan

Subject: Memo/Re: Report re: Request of Ms. Betherl Maranan owner/manager of Rovics Pension House for Easement

Certification covering lot 349 and 482, Cad 1037-D at Bgy. Masagana, El Nido, Pal

Attachment(s): No attachmen	t(s)		Earmarked As :
Date: 8.2.22 4'.17	From: DMI (DA) 20	12-09, PB Ta	ctounor dule
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For Information, Record and File	Return to Payee/Sender	w/in 7 daysw/in 20 days or shorter	Let No. 5 In Laud Chissundate Let No. 1302, PLS-31 au
For Indorsement to concerned Party(ies	Others for includin	W/indays or shorter	Signature:
Date:	From:	Τα	RA
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and File For Indorsement to concerned Party(ies	Return to Payee/Sender  Others	w/in 20 days or shorter  W/indays or shorter	Signature:

Printed on 08/02/2022 2:08:23PM Received at: OFFICE OF THE CENR( Received by: ALLADO, JEANETTE



# Republic of the Philippines Department of Environment and Natural Resources MIMAROPA Region

# COMMUNITY ENVIRONMENT AND NATURAL RESOURCES OFFICE

by the National Highway, Poblacion, Taytay, Palawan 5312 Mobile: 0926-505-9335 ™ 0912-171-3889 TNT

Email: cenrotaytay@denr.gov.ph

August 01, 2022

# **MEMORANDUM**

FOR

Community Environment and

Natural Resources Officer

Taytay, Palawan

THRU

The Chief RPS

**FROM** 

The Easement Inspection Team

SUBJECT:

REPORT RE: REQUEST OF MS. BETHEL P. MARANAN OWNER/MANAGER OF ROVIC'S PENSION HOUSE FOR EASEMENT CERTIFICATION COVERING LOT 349 AND 482 CAD. 1037-D LOCATED IN MASAGANA, EL NIDO, PALAWAN

In compliance to the memorandum from the Assistant Regional Director for Technical Services dated June 23, 2022, respectfully submitted is this report on the above-mentioned subject.

# **FINDINGS**

On July 27, 2022 the undersigned conducted ground verification on the compliance for the 40-meters easement of the subject area, hereunder are the findings:

- 1. That the subject area falls within the classification of Alienable & Disposable land under Project 5, LC Map No. 473 approved on January 24, 1925;
- 2. That barangay Masagana, El Nido, Palawan is classified as urban area based on Philippines Statistics Authority (PSA) as of December 31, 2021;
- 3. That the requested area covering Lots 349 and 482, Cad, 1037-D (surveyed for Maximiano Herrera during cadastral survey) is inside the Proclaimed Protected Area of El Nido-Taytay Managed Resource Protected Area (ENTMRPA); and
- 4. That as per result of the conducted ground verification, the distance of the property from the highest tide, is found outside of the three (3) meter easement zone for urban areas but found within the 40-meters easement zone for protected area.

# COMMENTS AND RECOMMENDATION

On year 2018 the task force El Nido conducted easement delineation and demarcation of the 3-meters easement zone for urban areas, followed by the inventory of structures on year 2019, wherein almost of the establishments fronting bacuit bay of El Nido, managed to do self demolition for the portion of their structures falling within the delineated 3-meter easement.

Rovic's Pension House had already complied to the 3-meter easement previously demarcated by the Regional Office. However, the said property is still not compliant pursuant to section 5.3 of Department Administrative Order 2021-07 which states that: "all national parks/protected areas, whether in urban or rural areas, shall adopt a 40-meter easement zone".

In view hereof, it is respectfully recommended the non-issuance of certificate of compliance on allowable easement to the above mentioned property.

Attached herewith is the map and other pertinent documents to this report.

For information and record.

MARIAN B. LACHICA Engineer II/ Team Leader



# Republic of the Philippines Department of Environment and Natural Resources MIMAROPA Region

# COMMUNITY ENVIRONMENT AND NATURAL RESOURCES OFFICE

by the National Highway, Poblacion, Taytay, Palawan 5312 Mobile: 0926-505-9335 ™ 0912-171-3889 TNT

Email: cenrotaytay@denr.gov.ph

# PHOTO DOCUMENTATION



Photo showing the northern part portion the subject area which was previously demolished in compliance to the 3meters easement demarcation.



Photo showing Rovic's Pension House facing Bacuit Bay of El Nido.



Photo showing southern part portion of Rovic's Pension House fronting Calle Hama street.





# SHOWING THE LOCATION OF

# COVERING LOTS 349 AND 482, CAD. 1037-D

# Located at

Calle Hama, Brgy. Masagana, El Nido, Palawan Property Area: 483 SQ. M.

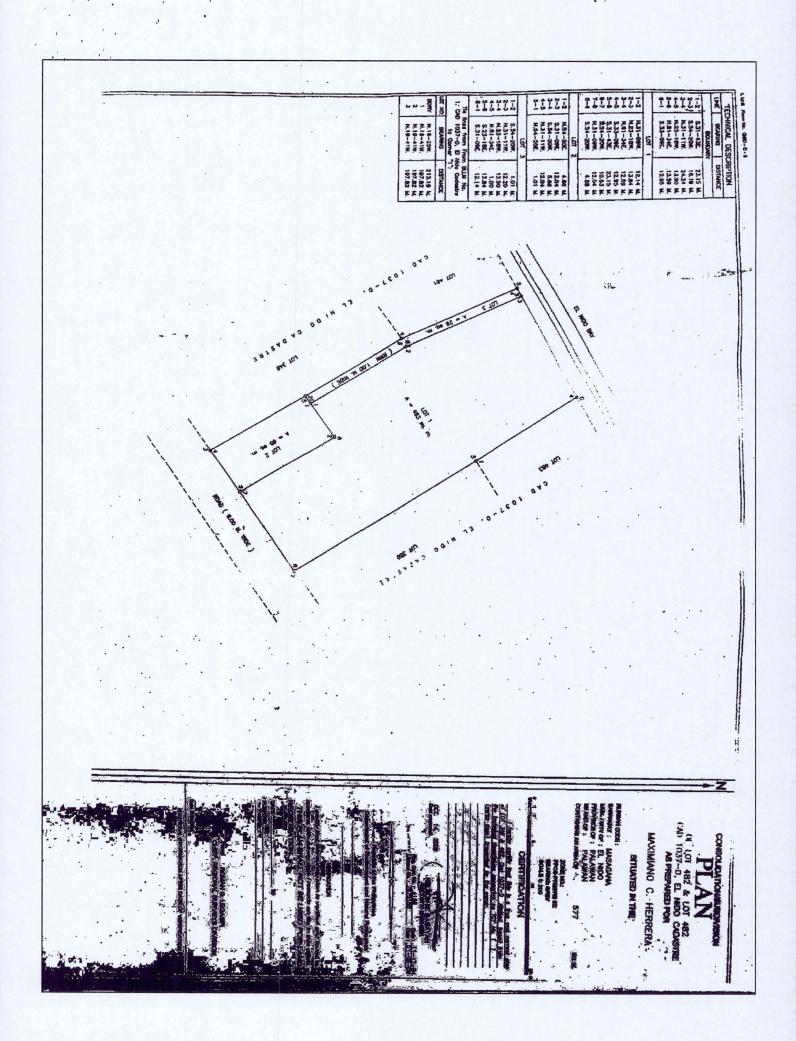
SCALE: 1:1,000



Projection: Universal Transverse Mercator Z50N Datum: WGS 1984 Spheroid: WGS84 1984



Republic of the Philippines
Department of Environment and Natural Resources
Region IV - MIMAROPA
Community Environment and Natural Resources Office
Taytay 5312, Palawan





# Republic of the Philippines Department of Environment and Natural Resources MIMAROPA Region

7-12-22 01 3/123

JUN 2 3 2022 DENR PE

MEMORANDUM

TO

**PENR Officer** 

PENRO-Palawan

ATTN

**CENR Officer** 

CENRO-Taytay

FROM

The OIC, Assistant Regional Director for Technical Services

SUBJECT

REQUEST OF MS. BETHEL P. MARANAN OWNER/ MANAGER OF ROVIC'S PENSION HOUSE FOR EASEMENT CERTIFICATION COVERING LOT NO. 349 AND482, CAD

N

1037-D LOCATED IN MASAGANA, EL NIDO, PALAWAN

We are returning the above mention-subject for ground verification on the compliance for the 40-meters easement. The subject area is within the El Nido-Taytay Managed Resource Protected Area (ENTMRPA).

This is to further, implement the easement rule pursuant to Article 51, Chapter IV of PD 1067 dated 31 December 1976 known as "Water Code of the Philippines".

In view herewith, you are hereby requested to submit your report with categorical recommendations on the matter.

For compliance, please.

MAXIMO C. I

ARDTS/AI/06/22/22

1515 L & S Building, Roxas Boulevard, Ermita, Manila 1000 DENR VOIP: (02) 248-3367/ 248-3468/ 249-3367/ 405-0416 local 2700 / 2717 Facsimile: (632) 405-0046

Email: mimaroparegion@denr.gov.ph

Nothiral/Resources Office

October 8, 2019

# **MEMORANDUM**

FOR

The Regional Executive Director

DENR R IVB-MIMAROPA 1515 Roxas Blvd., Ermita Manila

Attention

Chief, Legal Division

**FROM** 

The OIC-Provincial Environment and

Natural Resources Officer

Sta. Monica, Puerto Princesa City

**SUBJECT** 

REQUEST OF MS. BETHEL P. MARANAN OWNER/MANAGER ROVIC'S PENSION HOUSE FOR EASEMENT CERTIFICATION (CLEARANCE) IN THE LAND DESIGNATED AS LOTS 349 AND 482, CAD 1037-D IN MASAGANA, EL NIDO,

PALAWAN (DOC. REF. 2019-7686)

Forwarded is the memorandum dated September 27, 2019 of CENRO Taytay, Palawan, regarding the above subject.

It informed that the issuance and approval of the requested certificate/clearance is within that Office authority per DAO 2016-07.

Further, submitted the following documents in support of the request:

1. Photocopy of the notarized Contract of lease between lessor Maximino Climaco Herrera and lessee Bethel P. Maranan dated November 5, 2009.

2. Joint Inspection Report of the PAMO of El Nido-Taytay Managed Resource Protected Area (ENTMRPA) dated August 13, 2019 with an annex of pictures of the area.

3. Memorandum dated August 22, 2019 of Forester III Clarissa P. Pador who is the concurrent Protected Area Superintendent.

4. Copy of letter reply to the Proponent.

For his information, record and further instruction.

B. SAŇOS, CESE ERIBERTO

# Copy furnished:

- CENRO Taytay, Palawan
- PAMO-ENTMRPA, Calle Real, Masagana, El Nido, Palawan
- PENRO/file/RPSrsv



Republic of the Philippines

Department of Environment and Natural Resources

MIMAROPA Region

PROVINCIAL ENVIRONMENT AND NATURAL RESOURCES OFFICE

October 8, 2019

DENR-R-IV-B

OFFICE OF THE

## **MEMORANDUM**

FOR

The Regional Executive Director

DENR R IVB-MIMAROPA 1515 Roxas Blvd., Ermita Manila

Attention

Chief, Legal Division

**FROM** 

The OIC-Provincial Environment and

Natural Resources Officer

Sta. Monica, Puerto Princesa City

**SUBJECT** 

REQUEST OF MS. BETHEL P. MARANAN OWNER/MANAGER OF ROVIC'S PENSION HOUSE FOR EASEMENT CERTIFICATION (CLEARANCE) IN THE LAND DESIGNATED AS LOTS 349 AND 482, CAD 1037-D IN MASAGANA, EL NIDO,

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- 3. Memorandum dated August 22, 2019 of Forester III Clarissa P. Pador who is the concurrent Protected Area Superintendent.
- 4. Copy of letter reply to the Proponent.

For his information, record and further instruction.

Copy furnished:

CENRO Taytay, Palawan

PAMO-ENTMRPA, Calle Real, Masagana, El Nido, Palawan

PENRO/file/RPSrsv

DENR PENRO

ERIBERTO B. SANOS, CESE

10-10-19 10-07,0/20,00



Republic of the Philippines Department of Environment and Natural Resources Region IV- MIMAROPA COMMUNITY ENVIRONMENT AND NATURAL RESOURCES OFFICE 5312 Taytay, Palawan

**MEMORANDUM** 

FOR

: The Regional Executive Director

DENR MIMAROPA Region

THRU

The Provincial Environment and Natural Resources Officer-Palawan

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FROM

The Community Environment and Natural Resources Officer

SUBJECT

: THE REQUEST OF MS BETHEL P. MARANAN, OWNER/MANAGER OF ROVIC'S PENSION HOUSE FOR EASEMENT CERTIFICATION (CLEARANCE) IN THE LAND DESIGNATED AS LOTS 349 AND 482,

CAD 1037-D IN MASAGANA, EL NIDO, PALAWAN

Respectfully, forwarded are the following documents on the above subject:

1. Letter Request of Ms Bethel P. Maranan dated August 7, 2019.

2. Photocopy of the notarized Contract of Lease between Lessor Maximiano Climaco Herrera and Lessee Bethel P. Maranan dated November 5, 2009.

3. Joint Inspection Report of the personnel of the Protected Area Management Office (PAMO) of El Nido-Taytay Managed Resource Protected Area (ENTMRPA) dated August 13, 2019 with an annex of pictures of the area.

4. Memorandum dated August 22, 2019 of Forester III Clarissa P. Pador who is the concurrent Protected Area Superintendent.

5. Copy of our letter reply to the Proponent.

This issue is submitted to that Office inasmuch that Department (DENR) Administrative Order 07-2016 (Manual of Authority for Technical Services) is silent about it and thus this jurisdiction has no legal basis to issue the desired certification in terms of authority.

Sections 54 and 55 of Article 11 and Article 13 of Department (DENR) Administrative Order 2007-29 with further reference to DAO 99-21 seem that the delineation of easement has to undergo verification and approval and thus Survey Order or Survey Authority shall be a requisite. Additionally, issuance of survey order or authority is suspended in the province.

Please guide us. Thank you.

DENR CENRO TAYTAY, PALAWAN DATE: 09

By Calle Real, Masagan, El Nido, Palawan

For and fin the absence of the CENRO:

MARIANO P. LILANG, JR.

Development Management Officer IV In charge of Office

Copy furnished: PAMO-ENTMRPA



Republic of the Philippines
Department of Environment and Natural Resources
Region IV- MIMAROPA
COMMUNITY ENVIRONMENT AND NATURAL RESOURCES OFFICE
5312 Taytay, Palawan

September 27, 2019

MS BETHEL P. MARANAN
Owner/Manager, ROVICS PENSION HOUSE
Masagana, El Nido, Palawan

RELEASED

EY: 90

Madam,

Greetings!

This treats your request for Easement Certification (Clearance) filed at the Office of the Protected Area Superintendent of El Nido-Taytay Managed Resource Protected Area (ENTMRPA).

Your letter was forwarded to this Office from the Protected Area Management Office (PAMO) of ENTMRPA with the reports of its personnel. We sent a memorandum today for the Regional Executive Director, DENR-MIMAROPA forwarding also your request and the attachments because the issuance of Certification on Easement is absent in Department (DENR) Administrative Order No 07 dated May 19 2016 otherwise called the Manual of Authority. Further, Department Administrative Order 2007-29 or the Revised Regulation on Land Surveys indicates that the delineation of easement (Sections 54 and 55 of Article 11 and Article 13) has to go through verification procedure in the Surveys and Mapping Division and approval by the Regional Technical Director for Lands and now by the Assistant Regional Director for Technical Services. The same is also tackled as such in Department (DENR) Administrative Order No. 99-21; hence it will require the issuance of Survey Order or Survey Authority if public land while it is to be executed by a private Geodetic Engineer when private land.

Further, the copy of your Contract of Lease attached to your request is not authenticated and hardly readable. The Office of the Regional Executive Director may be sending letter to you on the matter. The latter's office is in L&S Building, 1515 by Roxas Boulevard, Ermita, Manila with email address of <a href="mailto:denr.rdmimaropa@gmail.com">denr.rdmimaropa@gmail.com</a>

Please bear with us hereon. Thank you.

Very truly yours,

For and in the absence of the CENRO:

MARIANO P. LILANG, JR.

Development Management Officer IV In charge of Office

Copy furnished: The Regional Executive Director, DENR-MIMAROPA Thru the PENR-Palawan



Republic of the Philippines Department of Environment and Natural Resources Region IV- MIMAROPA COMMUNITY ENVIRONMENT AND NATURAL RESOURCES OFFICE 5312 Taytay, Palawan

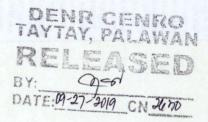
September 27, 2019

MS BETHEL P. MARANAN

Owner/Manager, ROVICS PENSION HOUSE Masagana, El Nido, Palawan

Madam.

Greetings!



This treats your request for Easement Certification (Clearance) filed at the Office of the Protected Area Superintendent of El Nido-Taytay Managed Resource Protected Area (ENTMRPA).

Your letter was forwarded to this Office from the Protected Area Management Office (PAMO) of ENTMRPA with the reports of its personnel. We sent a memorandum today for the Regional Executive Director, DENR-MIMAROPA forwarding also your request and the attachments because the issuance of Certification on Easement is absent in Department (DENR) Administrative Order No 07 dated May 19 2016 otherwise called the Manual of Authority. Further, Department Administrative Order 2007-29 or the Revised Regulation on Land Surveys indicates that the delineation of easement (Sections 54 and 55 of Article 11 and Article 13) has to go through verification procedure in the Surveys and Mapping Division and approval by the Regional Technical Director for Lands and now by the Assistant Regional Director for Technical Services. The same is also tackled as such in Department (DENR) Administrative Order No. 99-21; hence it will require the issuance of Survey Order or Survey Authority if public land while it is to be executed by a private Geodetic Engineer when private land.

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Please bear with us hereon. Thank you.

Very truly yours,

For and in the absence of the CENRO:

MARIANO P. LILANG, JR.

Development Management Officer IV

In charge of Office

Copy furnished: The Regional Executive Director, DENR-MIMAROPA Thru the PENR-Palawan



kepublic of the Philippines Department of Environment and Natural Resources Region IV **IMAROPA** PROTECTED AREA MANAGEMENT OFFICE El Nido-Taytay Managed Resource Protected Area El Nido, Palawan



August 22, 2019

# **MEMORANDUM**

FOR

: The Community Environment and

Natural Resources Officer

Taytay, Palawan

FROM

: The Protected Area Superintendent

El Nido-Taytay Managed Resource Protected Area

El Nido, Palawan

SUBJECT

: REPORT RE REQUESTS FOR EASEMENT CERTIFICATION AND PROTECTED AREA CERTIFICATE OF NON-COVERAGE IN EL NIDO,

PALAWAN

Respectfully forwarded are the inspection reports of the ENTMRPA personnel re: requests of proponents for the following certification in El Nido, Palawan:

# Certificate of Non-Coverage (CNC) within the Protected Area:

- 1. Request for Certificate of Non-coverage of Ms. Elena Austria-Arca's Property located at Bgy. Villa Libertad, El Nido, Palawan;
- 2. Request for Certificate of Non-coverage of Ms. Anna Mae G. Tamayosa's Property located at Bgy. Villa Libertad, El Nido, Palawan;

# **Easement Certification:**

- 1. Request for Easement Certification of Ms. Maria Caralipio of Jhannas Inn located at Bgy. Buena Suerte, El Nido, Palawan;
- 2. Request for Easement Certification of Ms. Bethel Maranan, lessee of lot 349 & 482 and owner/manager of Rovic's Pension House located at Bgy. Masagana, El Nido, Palawan;

Hence, this office is recommending the issuance of the requested certification/clearances as requirement in securing other permits and clearances.

Attached are the copy of inspection reports of the aforementioned activities.

For his consideration and approval.

DENR PALAWAN DOCUMENT ACTION TRACKING SYSTEM v.2

# DOCUMENT ACTION INFORMATION FORM

Processing Time:   Prom   Processing Time:   Prome   Processing Time:   Prome   Processing Time:   Prome   Proficial Release   Processing Time:	c. Ref. No.: 2019-3529			Date and	ime received	09/04/2019 09:07:25 AM		
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# Department of Environment and Natural Resources MAROPA Region 1515 L&S Bldg. Roxas Blvd, Ermita, Manila



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Remarks:

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MINIAROPA Region
LENE AND NATURAL SESOURCES OFFICE

# KNOW ALL MEN BY THESE PRESENTS

This Contract of Lease, made and entered in the City of Puerto Princesa, by and between

MAXIMIANO CLIMACO G. HERRERA, of legal age, married to RESECCA PIERRERA, Filipino and a resident of El Nido, Palawan, hereinafter called the LESSOR; and BETHEL P. MARANAN, of legal age, matried, Edipine and a resident of Crista Verde Subd., Novaliches, Quezon City, hereinafter called the LESSEE;

## WITNESSETH THAT.

WHEREAS, the LESSOR is the tope and owner of Lot 1 a consolidation of Lot 349 and Lot 482 situated at Bgy. Masagana, El Nido, Palawan more particularly described as follows:

	in the second		
Line	Rewing	Distance	
1-2 3-3	N 31-09W N 25-18W	12.4 m. 13.84 m.	
3-4	N 61-346 S 33-00E	12.59 m. 12.59 m.	
6.45	S 31-43E S 54-20W	23.15 m. 10.53 m.	
7-8	N. 31-09W S. 54-30W	12 04 m 4 65 m	

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Containing an area of FOUR HUNDRED EIGHTY THREE (483) SQUARE METERS, located at El Yield, Palsacau.

WHEREAS, the parties hereto have agreed that the LESSEE as the owner and proprietor of Royal's Pension Plants shall continue to lease the above-mentioned property from the LESSON. Thus, the LESSON had already cancelled the previous lease agreement with Grip (in Nature Tour represented by Eduardo G. Gripon as a result of the assignment of the ligher's interest in layor of the lighest LESSEE.

WHEREAS the fease contract shall be subject to the terms and conditions hereunder stipulated as follows, to were

# 1. THE LAND

For all legal intents and purposes, the parties hereto agree that the area covered by these Agreement, which shall bereinsiter be referred to as the Land, shall consist of FOUR HUMBRED EIGHTY THREE (483) SQUARE METERS, more a less as indicated in the Sketch as Annex "A" and made integral part thereof. Furthermore, the LESSOR hereby give consent to the LESSER to use the pathway for septic tank and other uses identified as Lot 3 in the sketch,

# 2 TERM AND EFFECTIVITY

This Contract shall continue to be effective for a term of SEVENTEEN (17) VEARS from the execution and signing of this instrument. The terms, conditions and stipulations command herein shall be binding upon the

parties hereto, their heirs, assigns and successors-in-integration of this Contract. Any involvement with flat project national or focal, or private entity, all regental shall be presided by the Lessor and whether the land be relocated and financial assistance there is profit sharing, aff of which he accepted by the lessor or to the advantage of the lessor.

#### 3 OBLIGATIONS AND RESPONSIBILITIES

- a. The LESSEE binds herself and undertakes to
  - a.1. The security deposit of TWO HUNDRED FIFTY THOUSAND PESOS (P250,000 00) already paid by the LESSEE to the LESSOR upon the execution and signing of the previous contract likewise represent the partial rental of TWO THOUSAND FIVE HUNDRED PESOS (P2,500,00) per month for the first ONE HUNDRED (100) MONTHS of the lease counted from the original lease contract,
  - a.2. Pay the amount of CLEVEN THOUSAND (P11:000:00) PESOS as monthly rental for the property in the following manner, to wit.
  - a 2.1. For the first TEN (10) YEARS, a monthly rental of ELEVEN THOUSAND (P11,000.00) PESOS minus the security deposit of TWO THOUSAND TIVE HUNDRED (P2.500.00) PESOS per month or a monthly rental of EIGHT THOUSAND FIVE HUNDRED (P8,500.00) PESOS for the first ONE HUNDRED (100) MONTHS; and the amount of ELEVEN THOUSAND (P11.000.00) PESOS on the succeeding months therestica;
  - a. 2. A 45% increase of the 11th year, or the amount of FIFTEEN THOUSAND NINE 1821 DIRED FIFTY (P15.950.00) PESOS per month result.
  - a. 3. Shoulder the payment of the Land and building taxes and other improvements thereof.
  - a. 4. A progressive construction of building made of concrete materials before the term of this Constact expires.
- h. The LUSSOR binds himself and undertakes to
  - b.1. Guaranty and ensure that LESSEE, his guest, clients and visitors shall have free peaceful, unrestricted and uninterrupted use of the premises, including all beachfront areas of the property as indicated in the sketch under Clause 1.
  - b.2. Permit and allow the LESSEE to introduce at his own cost and expenses, improvements to the premises such as buildings, facilities and other structures inferences and required for their business operations;
  - b.3. Prevent the illegal cours, occupation and/or trespass by unauthorized persons or parties and, to take legal steps for their prosecution and/or ejectment with the full cooperation of LESSEE.

## 4 RENEWAL

This Agreement may be renewed or extended by mutual consent of the parties hereto upon the presentation of their respective worker manifestation of intent SIX (6) MONTHS prior to the expiration of this

Lead across amond the same or any portion thereof in acceptable, with

## 5. SALE OF THE PROPERTY

In the even that the property subject of this Contract shall be offered for safe during the affectivity of this Contract, the LESSOR shall, prior offering the same to third parties, afford the LESSEE the first option to purchase the same at the prevailing fair market value, except if the huyer is a member of the family of the LESSOR of within the third degree of relationship.

## 6. TERMINATION

1, 12 1

This Contract may be terminated by either party on the following grounds, to wit;

6.a. Should the LESSOR decided to pre-terminate this agreement before the expiration of the LEASE CONTRACT through no fault attributable to the LESSEE, the LESSOR undertakes no pay the entire cost of the improvements introduced into the pre-dises including business opportunities lost computed up to the expiration of the contract and other losses and damages that the LESSEE may incur arising from the pre-termination of the contract.

6.b. Should the LESSEE decidal to pre-terminate this agreement before expiration of the lease doe to buildress losses and financial constraints not attributable to the LESSEE, the LESSOR shall, at his option, refund to the LESSEE the entire cost of the improvements introduced to the premises or a portion thereof less reasonable depreciation, or allow the LESSEE to remove at his expense the improvements thereof and provious thereof.

6 c. Should the LESSEE decided to pre-terminate the agreement before five years, the LESSEE shall pay the LESSOR the entire amount of rental for TEN (10) YEARS;

#### TO DESCRIPTION OF THE ATTENDED A TIME OF A STOCK DRAFT AND ADDRESS OF THE ATTENDED AS THE ATTE

Upon the expiration and non-tone val of this Contract, the LESSEE shall succeeded to the LESSOR ownership and possession of all the improvements (personal effects of the lessee not included) introduced to the property without coat to the LESSOR Provever, should the contract be renewed or extended, the parties hereto agree that ownership and unrestructed use of the improvements shall be retained by the LESSEE until the expiration of vermination of the renewed Contract of Lesse.

### 8. DISPUTE

The parties berein do he edy bind themselves and undertake, in spirit of good, bith and cooperation, to exert carriest efforts to remedy and anticably resulve any dispose which may arise with respect to the implementation or interpresentation of any part of this Agreement.

### INTEGRATION OF ALL PRIOR ASSESSMENTS AND NEGOTIATIONS

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PERSONAL DATA SHEET

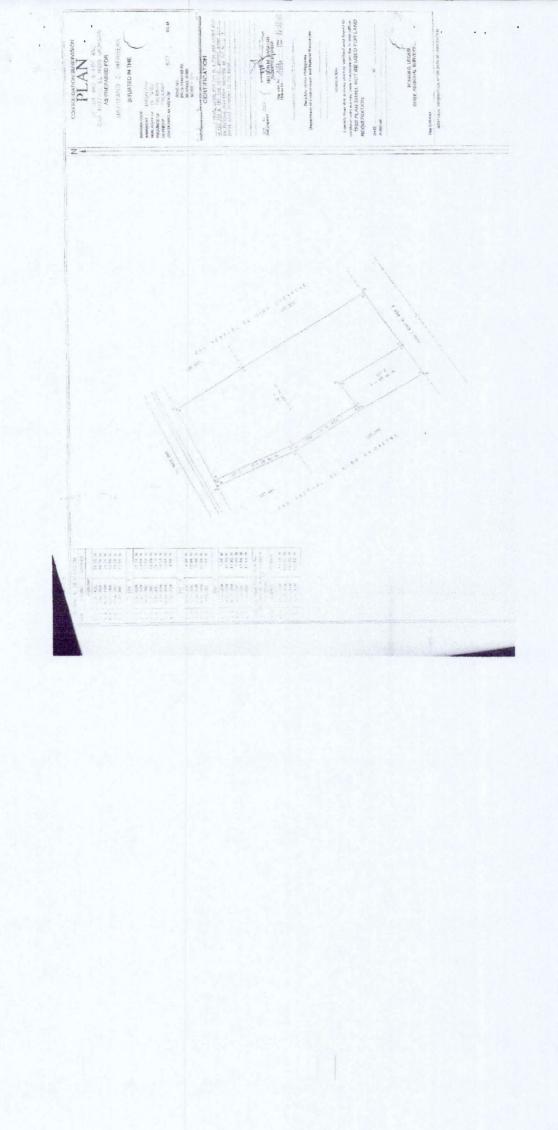
has saled the alterations to this Agree unless expressed and formality as this Aurect 10. INDEMNITIES The LESSEE shall hold the LESSOR free and humbers from any claim or demand by third persons for loss or damages, personal injury or wrongful death arising out of any incident/ or incidents on the leased property, or occasioned by any missance made or suffered on the part of the LESSEE'S violation, non-observance or non-compliance with rules, regulations, ordinances, laws imposed by the government, or any of the conditions of the agreement concerning or affecting the leased premises or the improvements thereon. improvements thereon; 11. SEPARABILITY That if any provision contained in this Contract executed in connection herewith shall be declared invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way affected or impaired. 12. NON-WAVER The failure of any of the parties hereto to insist upon the strict performance of any of the terms, conditions or covenants hereof shall not be deemed a relinguishment or waiver of such terms, conditions or covenants, nor shall it be construed as a condenation of any subsequent breach or default of the terms, conditions and covenants increof, which terms, conditions and covenants shall be continue to be in a full force and other. effect 13 NOTICES AND ADDRESS All notice called for by the terms of this Agreement shall be affective only at the time of receipt thorself and only when received by the parties to when they are addressed at the following address: MAXIMIANO CHRITACO O HERRER BETHIRLY MARANAN
El Nido, Palawan Royacs Pension House, El Nido, Palawan IN WITNESS WHERFOR are names hereto have hereumo set their hands this RSV p.5. 2009. at Puerto Princesa Ciry, Palawan, Philippines. Proport

MAXIMIANO ELMACO G. HERRERA PNP NCD ID NO CP(2434

BETHELP MARANAN Lessee TIN (D.NO. 135-561-183

With my marital consent. REBECCA HERRERA Lesson's wife Signed in the presence of Republic of the Philippenes City of Puerto Princesa Province of Pulawan May 0 5 2009 BEFORE ME, a Notary Public for and in the Province of Palawan, this by SPOUSES MAXIMIANO CLIMACO G. HERRERA and REBECCA HERRERA and BETHEL P. MARANAN, appears in person before me and presents the foregoing instrument, known to me and to me known to be the same person which they acknowledge before me that the signatures thereon are voluntarily affixed by them and declare that they have executed the foregoing instrument as their free and voluntary sectand deed. That this instrument is consist of five (5) pages including this page were this acknowledgment is written signed by the parties and their instrumental witnesses this refers to a Contract of Lease of one (1) parcel of lead. WITNESS MY HAND AND SEAL Doc No. Page No. Book No. 2022 Series of 2009 UN 200 20 NALEY NOT ST SOUR

With my marital consent: REBECCA HERRERA Lessor's vile Signed in the presence of Republic of the Philippines City of Puetto Priacesa Province of Palawan ). 15.5 -Nev 0.5 2009 BEFORE ME, a Notary Public for and in the Province of Palawan, this by SPOUSES MAXIMIANO CLIMACO G. HERRERA and REBECCA HERRERA and BETHEL P. MARANAN, appears in purson before me and presents the foregoing instrument, known to me and to me known to be the same person which they acknowledge before me that the signatures thereon are voluntarily affixed by them and declare that they have executed the foregoing instrument as their free and voluntary cut and deed. That this instrument is consist of five (5) pages including this page were this acknowledgment is written signed by the parties and their instrumental witnesses this refers to a Contract of Lease of one (1) parcel of lead WITNESS MY HAND AND SEAL. ALLA EDG O BALES OUER STAFF



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NAME OF PROJECT: ROVICS INN

LOCATION

: Brgy Masagana El Nido Palawan

SUBJECT

: Cost Estimate

OWNER

: Eduardo G. Gripon

Carpentry Works	Qty.	Unit	Description	Boardfeet	Unit Coast	Total
	40	pcs	2 x 5 x 16' Top Chord	533	21	11193
	35	pes	2 x 5 x 18' Bot Chord	525	21	11025
	27	pxs	2 x 6 x 16' Diag Braces	359	21	7539
	50	pcs	2 x2 x 20° Purlies	333	21	6993
	200	pxs	2 x 2 x 10' Vertical Stud	1,000	21	21000
	26	pcs	8 x 8 x 12' Wood Post	1664	21	34944
	40	pcs	2 x 8 x 20' Roof Girt	1067	21	22407
Total Carpentry Works	30	pcs	2 x 5 x 18' Window Jamb	450 9931	21	9450 124551
comprany mores	ent.			74 M.L. 770 /		· ·
Hardware Materials			V0404 30 30 J		nen	77 77 74
	31	pcs.	3' x 8' Plain Sheet		250	7,750
La description of	. 30	kls	Assorted Nail		50	1,500
	5	kls.	Tie Wire		65 350	35,000
	100	bgs	10ft. Corr. G. I. Sheet		250	2,750
	11	pes.	Ridge Roll		1500	18,000
1	12	pcs.	PVC Door Umbrella Naii		85	1,275
L- 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	15	kls.	Panel Type Door		3700	
	11	pcs.	60 x 60m Jalousie Glass with	Alluminum frame	200	
the state of the s		panel	1.20 x .60m Jalousie Glass wit			
	21	panel	Port Land Cement	Tr : Bleffristffe.west 2x man.	226	
	100	bgs	Sawali 2.5m x 10m		720	
	35	roll			67	
	8	roll	Sawali 2m x 10m		1	
	400	pcs.	CHB 4"		45	
	30	CM.III	Gravel & Sand		17	
145041553161	80	pes	10 mm dia RSB	A Children Com		50 7.15
	11	pcs.	Lavatory			
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	1	pc.	Plastic Tank 3,000 ltrs.		185	
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			Electrical Lum Sum			50,000.0
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# MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and entered into by and between:

ROGELIO VICTOR U. MARANAN, (a.k.a. "ROVIC"), of legal age, Filipino, married to BETHEL P. MARANAN, and a resident of Lot e. Block 5. Mt. Cresta St., Cresta Verde Subd., Novaliches, Quezon City, hereinafter referred to as the OWNER and

EDUARDO G. GRIPON, likewise of legal age, Filipino, married and a resident of El Nido, Palawan, , hereinafter referred to as the "TRUSTEE";

witnesseth.

WHEREAS, the OWNER of a building located at El Nido, Palawan, also known as "ROVIC'S INN El Nido, Palawan authorized his "TRUSTEE", to be his Manager, to manage the above mentioned "ROVIC'S INN" subject to the following terms and conditions:

- That my "TRUSTEE" shall manage my above mentioned property known as "ROVIC'S INN" subject to my instructions and approval:
- That as such he has the right to decide all things which is favorable for the success and improvements of the business but with the consent of the OWNER;
- That as a Manager he shall also receive benefits such as salary, incentives and commissions depending upon the income of the "ROVIC'S INN";
- 4. That in a Lease Contracts entered by my "TRUSTEE" with respect to the Land Owner, in the event that there is a violation in the Lease Contract the "TRUSTEE" shall have the rights to file any legal actions against the Land Owner, attend the hearing, to decide any amicable settlements subject for approval of the OWNER of "ROVIC'S INN", to sign, to seal, to prepare, to demand and receive payment together with the OWNER of "ROVIC'S INN", and to submit all necessary document in effect of the abovementioned authorities, to depend the right of the OWNER of the "ROVIC'S INN";
- 5. That in the event that the OWNER lost his trust to his "TRUSTEE" he should give him a chance to explain his side and if there is a proof that he is guilty of fraud and deceit, then the OWNER has the right to terminate his services as "TRUSTEE" and at the same he should "turn over" all documents pertaining to "ROVIC'S INN" to the OWNER, such as Business Permit, Lease Contract and other related documents and permit to operate "ROVIC'S INN".

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this

28th day of September, 2008, at Quezon City.

ROCCLIO VICTOR U. MARANAN, (a.k.a. "ROVIC")
OWNER

Drivers License No. NO2-94-253830 Issued on January 30, 2006

At Quezon City

CARDOS GRIPON

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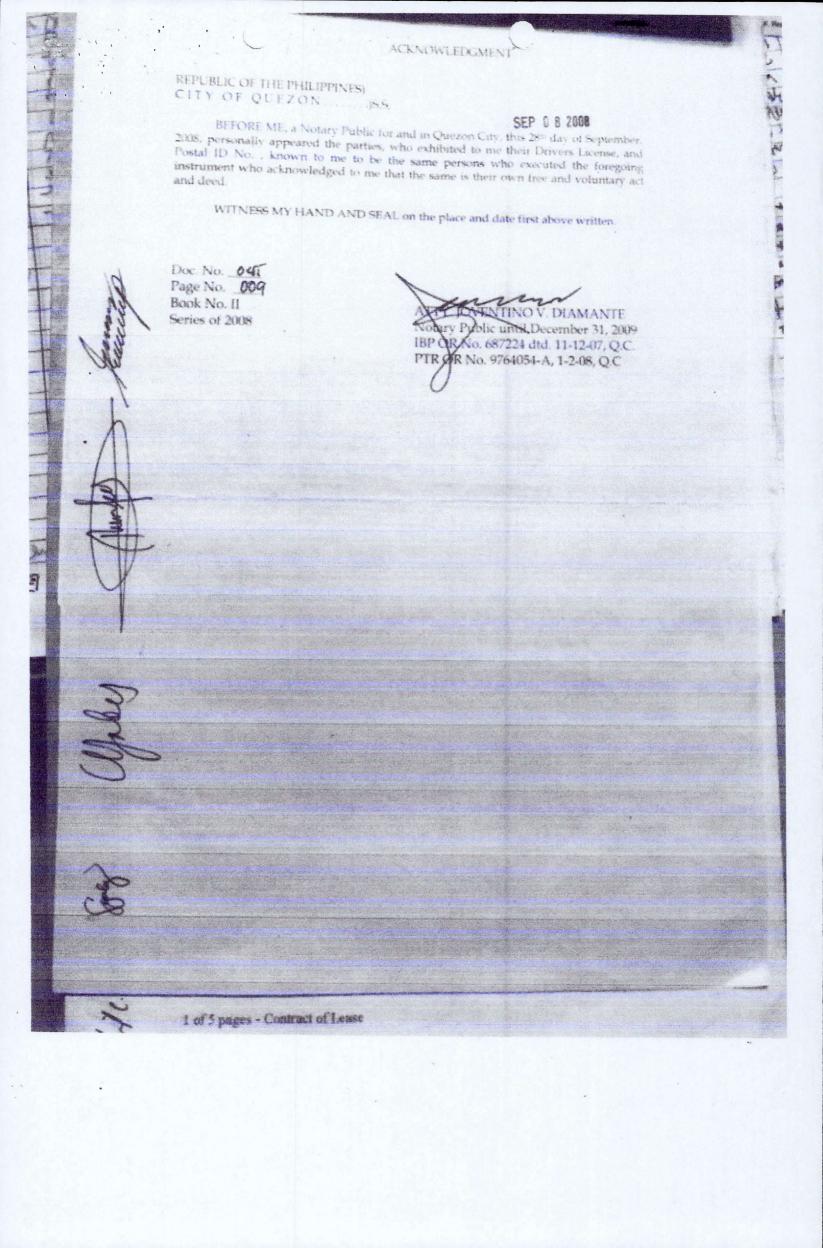
Postal ID No. 5401713

Issued on September 28, 2007

At El Nido, Palawan

Signed in the presence of

"CHIELAST ASES



# CONTRACT OF LEASE

# KNOW ALL MEN BY THESE PRESENTS:

This Contract of Lease made and executed at Puerto Princesa City, by and between:

MAXIMIANO CLIMACO G. HERRERA, of legal age, married to REBECCA HERRERA, Filipino and a resident of El Nido, Palawan, herein referred to as the LESSOR; and

BETHEL P. MARANAN, of legal age, married, Filipino and a resident of Cresta Verde Subd., Novaliches, Quezon City, herein referred to as the LESSEE;

# WITNESSETH:

WHEREAS, the LESSOR is the true and lawful owner of two (2) parcels of land known as LOT 349 & LOT 482, Cad. 1037-D, El Nido Cadastre under TAX DECLARATION No. 011-0202-R.

# Cadastre, LOT 482 (Foreshore Lot)

Thence S. 58 deg. 10W., 15.93 m. to point 2; Thence N. 23 deg. 18W., 13.9 m. to point 3;

There S. 32 dec. 00F, 13.59 m. to point 4;

Thence S. 33 deg. 09E., 12.95 m. to point 1;

# Cadastre, LOT 349

Thence S. 31 deg. 43E., 23.15 m. to point 2; Thence S. 54 deg. 20W., 16.19 m. to point 3; Thence N. 31 deg. 11W., 24.24 m. to point 4;

Thence N. 58 deg. 12E., 15.93 m. to point 1;

Containing an area of FIVE HUNDRED SEVENTY SEVEN (577) SQUARE METERS, located at El Nido, Palawan;

WHEREAS, the parties hereto have agreed that the LESSEE as the owner and proprietor of Rovic's Pension House shall continue to lease the portion of the above-mentioned property from the LESSOR. Thus, the LESSOR had already cancelled the previous lease agreement with Grip On Nature Tour represented by Eduardo G. Gripon as a result of the assignment of the latter's interest in favor of the herein LESSEE;

WHEREAS the lease contract shall be subject to the terms and conditions hereunder stipulated as follows, to wit:

## 1. THE LAND

For all legal intents and purposes, the parties hereto agree that the area covered by these Agreement, which shall hereinafter be referred to as the Land, shall consist of FIVE HUNDRED SEVENTY SEVEN (577) SQUARE METERS, more or less, as indicated in the Sketch as Annex "A" and made integral part thereof;

# 2. TERM AND EFFECTIVITY

This Contract shall continue to be effective for a term of TWENTY TWO (22) YEARS from the execution and signing of this instrument. The terms, conditions and stipulations contained herein shall be binding upon the parties hereto, their heirs, assigns

# 3. OBLIGATIONS AND RESPONSIBILITIES

- a. The LESSEE binds herself and undertakes to-
- a.1 The security deposit of TWO HUNDRED FIFTY THOUSAND (250,000.00) PESOS already paid by the assignor to the LESSOR upon the execution and signing of the previous contract likewise represent the partial rental of TWO THOUSAND FIVE HUNDRED (2,500.00) PESOS per month for the first ONE HUNDRED (100) MONTHS of the lease counted from the original lease contract;
- a.2. Pay the amount of TEN THOUSAND (10,000.00) PESOS as monthly rental for the property in the following manner, to wit:
- a.2.1. For the first TEN YEARS, a monthly rental of TEN THOUSAND (10,000.00) PESOS minus the security deposit of TWO THOUSAND FIVE HUNDRED (2,500.00) PESOS per month or a monthly rental of SEVEN THOUSAND FIVE HUNDRED (7,500.00) PESOS for the first ONE HUNDRED (100) MONTHS; and the amount of TEN THOUSAND (10,000.00) PESOS on the succeeding months thereafter;
- a.2. A 45% increase of the 11<sup>th</sup> year, or the amount of FOURTEEN THOUSAND FIVE HUNDRED (14,500.00) PESOS per month rental;
- a.3. Allow the LESSOR to retain the usufructuary rights to possess and occupy a portion of the leased premises consisting of FIFTY SIX (56) SQUARE METERS at the rear portion of the property facing the beachfront;
- a.4. Allow the LESSOR to use a one (1) meter wide right of way at the right side of the property facing beachfront to be used by both parties as indicated in the Sketch as Annex "A".
- a.5. Shoulder the payment of the Land and Building taxes and other improvements thereof.
- a.6 A progressive construction of building made of concrete materials before the term of this Contract expires.
  - b. The LESSOR binds himself and undertakes to-
- b.1. Guaranty and ensure that LESSEE, his guests, clients and visitors shall have free peaceful, unrestricted and uninterrupted use of the premises, including all beachfront areas of the property as indicated in the sketch under Clause 1;
- b.2. Permit and allow the LESSEE to introduce at his own cost and expenses, improvements to the premises such as buildings, facilities and other structures inherent to and required for their business operations;
- b.3. Prevent the illegal entry, occupation and/or trespass by unauthorized persons or parties and, to take legal steps for their prosecution and/or ejectment with the full cooperation of the LESSEE;
- b.4. Shoulder the payment of the structure within the fifty six (56) square meter perimeter.
- 4. RENEWAL

# 5. SALE OF THE PROPERTY

In the event that the property subject of this Contract shall be offered for sale during the effectivity of this Contract, the LESSOR shall, prior offering the same to third parties, afford the LESSEE the first option to purchase the same at the prevailing fair market value;

# 6. TERMINATION

This Contract may be terminated by either party on the following grounds, to wit:

6.a. Should the LESSOR decided to pre-terminate this agreement before the expiration of the LESSE CONTRACT through no fault attributable to the LESSEE, the LESSOR undertakes to pay the entire cost of the improvements introduced into the premises including business opportunities lost computed up to the expiration of the contract and other losses and damages that the LESSEE may incur arising from the pre-termination of the contract.

6.b. Should the LESSEE decided to pre-terminate this agreement before expiration of the lease due to business losses and financial constraints not attributable to the LESSEE, the LESSOR shall, at his option, refund to the LESSEE the entire cost of the improvements introduced to the premises or a portion thereof less reasonable depreciation, or allow the LESSOR to remove at his expense the improvements introduced thereon or any portion thereof;

6.c. Should the LESSEE decided to pre-terminate the agreement before five years, the LESSEE shall pay the LESSOR the entire amount of rental for five years.

# 7. RIGHTS UPON EXPIRATION OF AGREEMENT

Upon the expiration and non-renewal of this Contract, the LESSEE shall surrender to the LESSOR ownership and possession of all the improvements (personal effects of the lessee not included) introduced to the property without cost to the LESSOR. However, should the contract be renewed or extended, the parties hereto agree that ownership and unrestricted use of the improvements shall be retained by the LESSEE until the expiration or termination of the renewed Contract of Lease.

# 8. DISPUTE

The parties hereto do hereby bind themselves and undertake, in spirit of good faith and cooperation, to exert earnest efforts to remedy and amicably resolve any dispute which may arise with respect to the implementation or interpretation of any part of this Agreement.

# 9. INTEGRATION OF ALL PRIOR AGREEMENTS AND NEGOTIATIONS

This Agreement expresses all the undertakings, undertakings and covenants of the parties hereto and thus revokes all negotiations and agreements, contracts, documents and codicils made prior to the execution of this Contract, the parties hereto likewise agree that amendments, modifications, or alterations to this Agreement or any portion hereof shall not be valid or binding to the parties hereto, their heirs, assigns and successors-in-

# 10. INDEMNITIES

The LESSEE shall hold the LESSOR free and harmless from any claim or demand by third persons for loss or damages, personal injury or wrongful death arising out of any incident/ or incidents on the leased property, or occasioned by any nuisance made or suffered on the premises, or by fire thereon arising from or caused by any failure on the part of the LESSEE'S violation, non-observance or non-compliance with rules, regulations, ordinances, laws imposed by the government, o any of the conditions of the agreement concerning or affecting the leased premises or the improvements thereon;

# 11. SEPARABILITY

That if any provision contained in this Contract executed in connection herewith shall be declared invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way affected or impaired.

# 12. NON-WAIVER

The failure of any of the parties hereto to insist upon the strict performance of any of the terms, conditions or covenants hereof shall not be deemed a relinquishment or waiver of such terms, conditions or covenants, nor shall it be construed as a condonation of any subsequent breach or default of the terms, conditions and covenants hereof, which terms, conditions and covenants shall be continue to be in full force and effect.

# 13. NOTICES AND ADDRESS

All notices called for by the terms of this Agreement shall be effective only at the time of receipt thereof and only when received by the parties to whom they are addressed at the following address:

MAXIMIANO CLIMACO G. HERRERA
El Nido, Palawan

BETHEL P. MARANAN
Rovics Pension House, El Nido, Palawan

IN WITNESS WHREOF, the parties hereto have set their hands this \_\_\_\_\_ day of September 2009 at Puerto Princesa City, Palawan.

MAXIMIANO CLIMACO G. HERRERA Lessor PNP NCD I.D. No . C002436 BETHEL P. MARANAN LESSEE TIN No. \_135-561-183\_\_\_\_

With my marital consent:

REBECCA HERRERA Wife

Signed in the presence of:

Signature Over Printed Name Signature Over Printed Name



# Republic of the Philippines Department of Environment and Natural Resources MIMAROPA Region

# COMMUNITY ENVIRONMENT AND NATURAL RESOURCES OFFICE

by the National Highway, Poblacion, Taytay, Palawan 5312 Mobile: 0926-505-9335 ™ 0912-171-3889 TNT

Email: cenrotaytay@denr.gov.ph

August 01, 2022

# **MEMORANDUM**

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FOR

Community Environment and

Natural Resources Officer

Taytay, Palawan

THRU

The Chief RPS

**FROM** 

The Easement Inspection Team

SUBJECT

REPORT RE: REQUEST OF MS. BETHEL P. MARANAN OWNER/MANAGER OF ROVIC'S PENSION HOUSE FOR EASEMENT CERTIFICATION COVERING LOT 349 AND 482 CAD. 1037-D LOCATED IN MASAGANA, EL NIDO, PALAWAN

In compliance to the memorandum from the Assistant Regional Director for Technical Services dated June 23, 2022, respectfully submitted is this report on the above-mentioned subject.

# **FINDINGS**

On July 27, 2022 the undersigned conducted ground verification on the compliance for the 40-meters easement of the subject area, hereunder are the findings:

- 1. That the subject area falls within the classification of Alienable & Disposable land under Project 5, LC Map No. 473 approved on January 24, 1925;
- 2. That barangay Masagana, El Nido, Palawan is classified as urban area based on Philippines Statistics Authority (PSA) as of December 31, 2021;
- 3. That the requested area covering Lots 349 and 482, Cad, 1037-D (surveyed for Maximiano Herrera during cadastral survey) is inside the Proclaimed Protected Area of El Nido-Taytay Managed Resource Protected Area (ENTMRPA); and
- 4. That as per result of the conducted ground verification, the distance of the property from the highest tide, is found outside of the three (3) meter easement zone for urban areas but found within the 40-meters easement zone for protected area.

# COMMENTS AND RECOMMENDATION

On year 2018 the task force El Nido conducted easement delineation and demarcation of the 3-meters easement zone for urban areas, followed by the inventory of structures on year 2019, wherein almost of the establishments fronting bacuit bay of El Nido, managed to do self demolition for the portion of their structures falling within the delineated 3-meter easement.

Rovic's Pension House had already complied to the 3-meter easement previously demarcated by the Regional Office. However, the said property is still not compliant pursuant to section 5.3 of Department Administrative Order 2021-07 which states that: "all national parks/protected areas, whether in urban or rural areas, shall adopt a 40-meter easement zone".

In view hereof, it is respectfully recommended the non-issuance of certificate of compliance on allowable easement to the above mentioned property.

Attached herewith is the map and other pertinent documents to this report.

For information and record.

Engineer II/ Team Leader



# Republic of the Philippines Department of Environment and Natural Resources MIMAROPA Region

# COMMUNITY ENVIRONMENT AND NATURAL RESOURCES OFFICE

by the National Highway, Poblacion, Taytay, Palawan 5312 Mobile: 0926-505-9335 ™ 0912-171-3889 TNT

Email: cenrotaytay@denr.gov.ph

# PHOTO DOCUMENTATION

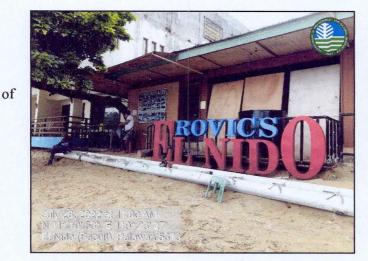


Photo showing the northern part portion the subject area which was previously demolished in compliance to the 3meters easement demarcation.



Photo showing Rovic's Pension House facing Bacuit Bay of El Nido.

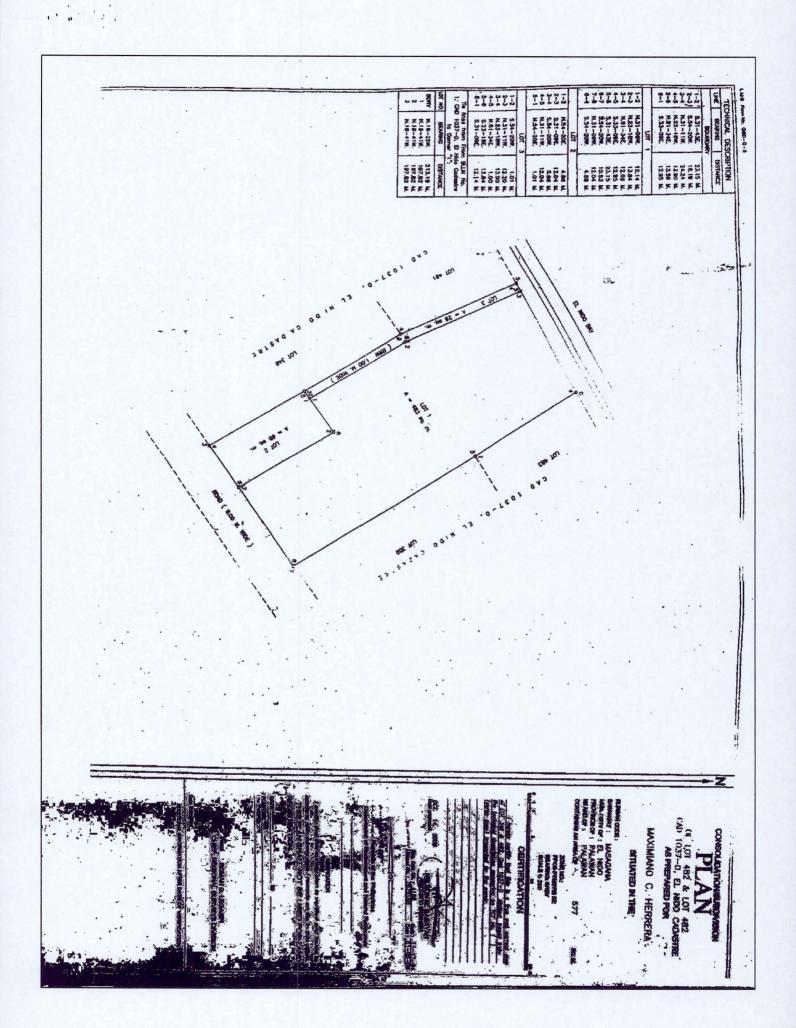


Photo showing southern part portion of Rovic's Pension House fronting Calle Hama street.



FORESTLAND

ALIENABLE & DISPOSABLE





Republic of the Philippines
Department of Environment and Natural Resources
MIMAROPA Region

DENG PE

# MEMORANDUM

TO

PENR Officer

PENRO-Palawan

ATTN

**CENR Officer** 

**CENRO-Taytay** 

FROM

The OIC, Assistant Regional Director for Technical Services

SUBJECT

REQUEST OF MS. BETHEL P. MARANAN OWNER/ MANAGER OF ROVIC'S PENSION HOUSE FOR EASEMENT CERTIFICATION COVERING LOT NO. 349 AND482, CAD

1037-D LOCATED IN MASAGANA, EL NIDO, PALAWAN

We are returning the above mention-subject for ground verification on the compliance for the 40-meters easement. The subject area is within the El Nido-Taytay Managed Resource Protected Area (ENTMRPA).

This is to further, implement the easement rule pursuant to Article 51, Chapter IV of PD 1067 dated 31 December 1976 known as "Water Code of the Philippines".

In view herewith, you are hereby requested to submit your report with categorical recommendations on the matter.

For compliance, please.

MAXIMO C. LANDRITO

ARDTS/AI/06/22/22

1515 L. & S Building, Roxas Boulevard, Ermita, Manila 1000
DENR VOIP: (02) 248-3367/ 248-3468/ 249-3367/ 405-0416 local 2700 / 2717
Facsimile: (632) 405-0046
Email: mimaroparegion@denr.gov.ph