



Republic of the Philippines
Department of Environment and Natural Resources

MIMAROPA Region
PROVINCIAL ENVIRONMENT AND NATURAL RESOURCES OFFICE

Bgy. Sta. Monica, Puerto Princesa City, Palawan

Telfax No. (048) 434 - 8791

Email Add: penropalawan@denr.gov.ph

DENR MIMAROPA RECORDS SECTION	
RECEIVED	
22 NOV 2022	
<input checked="" type="checkbox"/> INCOMING	<input type="checkbox"/> OUTGOING
BY:	DATE NO.

November 15, 2022

MEMORANDUM

FOR : The Regional Executive Director
DENR MIMAROPA Region
1515 DENR By the Bay Building, Roxas Boulevard,
Barangay 668, Ermita, Manila

THRU : The OIC, ARD for Technical Services

FROM : The Provincial Environment and
Natural Resources Officer

SUBJECT : STATUS OF THE FLAGT OF DIWARAN RESORTS PHIL. INC.
LOCATED AT DIWARAN ISLAND BRGY. MARCILLA,
CORON, PALAWAN

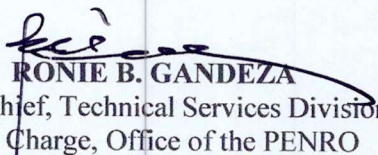
Respectfully forwarded is the memorandum of CENRO Coron, Palawan dated November 3, 2022 relative to the above subject.

Further, the FLAgT area is recommended for cancellation for non-compliance of the terms and conditions stipulated in the management agreement.


Attached is the Completed Staff Work (CSW) with relevant enclosures.

For information and record.

For the PENRO;


RONIE B. GANDEZA
OIC Chief, Technical Services Division
In Charge, Office of the PENRO

Copy Furnished:
CENRO Coron, Palawan
<cenrocoron@denr.gov.ph>
KVE/MES Doc. No. 2022-10308

DENR-PALAWAN
PENRO-RECORDS
RELEASED
By: 
Date: 16 NOV 2022 CN 22-3079



Republic of the Philippines
Department of Environment and Natural Resources
MIMAROPA Region
COMMUNITY ENVIRONMENT AND NATURAL RESOURCES OFFICE
Calamianes Islands, Coron, Palawan

November 3, 2022

MEMORANDUM


FOR : The Regional Executive Director
1515 DENR By the Bay Bldg.
Roxas Blvd. Brgy. 668
Ermita, Manila

THRU : The Provincial Environment and
Natural Resources Office
Sta. Monica, Puerto Princesa City

FROM : The Community Environment
and Natural Resources Officer

SUBJECT : **STATUS OF THE FLAGT OF DIWARAN RESORTS PHIL. INC.
LOCATED AT DIWARAN ISLAND BRGY. MARCILLA, CORON
PALAWAN.**

**DENR PENRO
PALAWAN RECORDS
RECEIVED**

BY: 
DATE: 11-04-2022 CN 2 10308

Respectfully submitted is the attached Completed Staff Work (CSW) with relevant enclosures prepared by Forester Mark Glenn T. Managdag, Chief Monitoring and Compliance Unit of this Office regarding the above subject.

Please be informed that this matter was one of the agenda's discussed during the meeting with OIC ARD for Technical Services Maximo Landrito on October 24, 2022 via zoom platform.

Further, the FLAgT area is recommended for cancellation for non-compliance of the terms and conditions stipulated in the management agreement.

For his information, record and further instruction/s.


RODNEY G. VERIAN





COMPLETED STAFF WORK (CSW)

I. SUBJECT

CSW of FLAgT issued to Diwaran Resorts Philippines, Inc. located at Diwaran Island Barangay Marcilla, Coron, Palawan.

II. APPLICABLE LAWS/ISSUANCES

- DAO 2004-28 dated August 25, 2004 “Rules and Regulations Governing the Use of Forestlands for Tourism Purposes”
- DAO 2004-59 dated August 31, 2004 “Rules and Regulations Governing the Special Use of Forestland”.
- DAO 2009-16 dated November 25, 2009 “Amending certain Provisions of DENR Administrative Order No. 2004-28 Re: Rules and Regulations Governing the Special Use of Forest
- DAO 2021-02 dated March 4, 2021 “Amending certain Provisions of DENR Administrative Order No. 2004-28 and DAO No. 2004-59 Re: Rules and Regulations Governing the Use of Forestlands for tourism Purposes and Rules and Regulations for the Special Uses of Forestland.
- PD 705 dated May 19, 1975 “Revised Forestry Code of the Philippines”

III. DOCUMENTS AND RECORDS

1. Copy of Forest Land Use Agreement For Tourism Purposes (FLAgT No. 09-2010 issued to Diwaran Resorts Philippines, Inc. located at Diwaran Island, Brgy. Marcilla, Coron, Palawan.
2. Copy of letter to the Manager of Diwaran Resorts Philippines, Inc. on November 19, 2020 by then OIC-CENRO Arnoldo A. Blaza, Jr.
3. Copy of Show- Cause Order/Notice of Breach dated November 8, 2021 issued by the then Regional Executive Director Maria Lourdes G. Ferrer, CESO III.
4. Copy of letter to the Company’s Attorney-In-Fact Mr. Alexander R. Reyes dated June 8, 2022 by In-Charge-Office of the CENRO Forester II Jeffrey C. Castro Re: Demand of Payment of Annual Government Share of Diwaran Resort Philippines, Inc from 2010-22.
5. Copy of letter to Mr. Salvador Zamora Chairman, Diwaran Resorts Phils. Inc. dated June 24 2022 by In-Charge-Office of the CENRO SEMS Edwin I. Cac.
6. Copy of letter to Mr. Salvador Zamora dated October 24, 2022 by In-Charge-Office of the CENRO Edwin I. Cac Re: Final Demand of Payment of Annual

Government Share of Diwaran Resort Philippines, Inc from the period of 2010 up to 2022.

7. Location map of issued FLAgT to Diwaran Resorts Philippines, Inc.
8. Copy of Monitoring and Assessment Report dated October 24, 2022 of DENR-CENRO Calamianes.

IV. TOTAL LAND AREA

The Forest Land Use Agreement for Tourism (FLAgT) Purposes was issued and approved on May 26, 2010 to Diwaran Resorts Philippines with a total of **55.05 hectares**.

V. LAND CLASSIFICATION

The island falls within Forestland as per L.C. Map no 1228, Project 2-B, certified on December 17, 1935.

VI. ACTION TAKEN

1. That on May 26 2010, the Forest Land Use Agreement for Tourism (FLAgT) Purposes was issued and granted to Diwaran Resorts Philippine Inc, for a period of twenty five years (25) to expire on May 27, 2035 located at Diwaran Island, Brgy. Marcilla, Coron, Palawan. The area has a total of 55.05 has. under FLAgT No. 09-2010
2. That on November 19, 2020, then OIC-CENRO Arnoldo A. Blaza, Jr. sent a letter to the Manager of Diwaran Resorts Phil. Inc. requesting to pay Annual User's Fee in the CENR Office.
3. On November 08, 2021, then Regional Executive Director Maria Lourdes Ferrer issued a Show-Cause Order/Notice of Breach to Alexander R. Reyes, company's Attorney-In-Fact ordering to submit written explanation under oath why FLAgT No. 09-2010 issued in the name of Diwaran Resorts Phil. Inc. shall not be cancelled for non compliance with the terms and conditions, submit the required Annual report/s required in Item XX and to pay the Annual Government Share since 2010.
4. On June 8, 2022, In-Charge Office of the CENRO Forester II Jeffrey C. Castro sent a Demand payment letter of Annual Government Share from 2010- 22 to Alexander R. Reyes, Attorney In-Fact Diwaran Resorts Phil. Inc.
5. On June 24, 2022 In-Charge Office of the CENRO SEMS Edwin I. Cac reiterate the letter of Demand dated June 8, 2022 to Mr. Salvador Zamora, Chairman Diwaran Resorts Phil. Inc. demanding the payment of Annual Government Share and Bond Deposit amounting to P53, 673,750.00.

6. On October 24, 2022, In-Charge Office of the CENRO SEMS Edwin I Cac sent a Final Demand for payment of Annual Government Shares (AGS) of Diwaran Resorts Phil. Inc

RECOMMENDATION/S

The FLaGT area is recommended for cancellation for non-compliance of the terms and conditions stipulated in the management agreement particularly of the following:

1. Item No. IX- Payment of an Annual Government Share of Two Million Sixty Four Thousand Three Hundred Seventy Five Pesos (Php 2,064,375.00).
2. Item No. X- Annual Government Share shall be paid by the second party without need of demand within the same month that this agreement is issued. In case of failure to pay the annual Government share on the date due, the second party shall pay additional charges of 8.33% per month of delay.
3. Item No. XX - Submission of an Annual Report showing developmental activities undertaken within the FLaGT area in accordance with the approved Comprehensive Development Management Plan (CMDP) and,
4. Item No. XXII (a) – Violation of the terms and conditions or failure to comply with the obligations stipulated in the contract.

Prepared by:


MARK GLENN T. MANAGDAG
ECOMS II/Chief Compliance & Monitoring Unit

R.O.
Pls. file in the
folder of Diwan
Resorts Phil. Inc.;
TD
12/17/19



Republic of the Philippines
Department of Environment and Natural Resources
Visayas Avenue, Diliman, Quezon City
Tel Nos. 929-6626 to 29; 929-6633 to 35
926-7041 to 43; 929-6252; 929-1669
Website: <http://www.denr.gov.ph> / E-mail: web@denr.gov.ph



**FOREST LAND USE AGREEMENT
FOR TOURISM PURPOSES
(FLAgT) No. 09-2010**

Of

DIWARAN RESORTS PHILIPPINES, INC.
(Second Party)

DIWARAN ISLAND, BRGY. MARCILLA, CORON, PALAWAN
(Location of Area)

This **AGREEMENT** made and entered into by and between:

The **REPUBLIC OF THE PHILIPPINES**, through its **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES ("DENR")**, with postal address at Visayas Avenue, Diliman, Quezon City, herein represented by its Secretary, **HORACIO C. RAMOS**, hereinafter collectively referred to as the **FIRST PARTY**,

-and-

DIWARAN RESORTS PHILIPPINES, INC. represented by **ALEXANDER R. REYES** with postal address at 19 Loja St. Vista Verde Executive Village, Imelda Ave., Cainta, Rizal herein referred to as the **SECOND PARTY**,

WITNESSETH

WHEREAS, under Executive Order No. 192, promulgated on June 10, 1987, the DENR is empowered to exercise supervision and control over the forestlands of the Philippines;

WHEREAS, Section 57 of Presidential Decree No. 705, also known as the "Revised Forestry Code of the Philippines", authorizes the special use of forestlands for beneficial purposes which do not impair the forest resources therein;

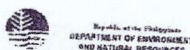
WHEREAS, the **SECOND PARTY** has applied for Forest Landuse Agreement for Tourism Purposes (FLAgT) covering **Fifty Five and 05/100 (55.05) hectares** of unclassified public forest in Diwanan Island, Brgy. Marcilla, Coron, Palawan.

**DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES**
(FIRST PARTY)

By:
HORACIO C. RAMOS
Secretary

**DIWARAN RESORTS PHILIPPINES
INC.**
(SECOND PARTY)

By:
ALEXANDER R. REYES
Attorney-In-Fact



WITNESSES:

JOSE MARIO E. DEVANADERA

Let's Go Green

CERTIFIED XEROX COPY.

VIRGINIA M. ANGELES
Records Officer III
Chief, Records Unit

NOW, THEREFORE, for and in consideration of the foregoing premises and the terms and conditions set forth below, the parties agree as follows:

Area, Purpose and Duration

I. The **FIRST PARTY** hereby grants the **SECOND PARTY** the exclusive right to occupy, manage and develop approximately **Fifty Five and 05/100 (55.05) hectares** of public forestland (the "FLAgT Area") for Tourism Purposes for a period of twenty five (25) years to expire on MAY 27, 2035, renewable for another twenty-five (25) years, located at Diwaran Island, Brgy. Marcilla, Coron, Palawan the boundaries of which are shown in the attached map and forms an integral part of this **AGREEMENT**.

II. The FLAgT Area shall be confined within the perimeter of the parcel of land described in the attached map. No other parcel of public forestland shall be utilized by the **SECOND PARTY** without first securing the prior approval of the **FIRST PARTY**.

III. The FLAgT Area is a public forestland to the best knowledge and belief of the parties, and the **FIRST PARTY** confirms that based on applicable land classification maps, control maps, and available records of the DENR, there are no prior existing rights therein granted in favor of third parties. The **FIRST PARTY** shall not be responsible for any loss that the **SECOND PARTY** may suffer in case the FLAgT Area or portion thereof is declared with finality by a competent court or authority as the private property of another, or is found to be covered by a prior existing right.

IV. The **SECOND PARTY** shall utilize the FLAgT Area only for the purpose for which this **AGREEMENT** is granted. In the event the said area will be used for a different purpose, said use shall be subject to prior approval of the Secretary or his duly authorized representative.

V. The **SECOND PARTY** shall, within six (6) months from the issuance of this **AGREEMENT**, delineate and mark on the ground the boundaries of the FLAgT Area under the supervision of the DENR. It shall preserve the monuments and other landmarks indicating corners and outlines along the boundaries and within the confines of the FLAgT Area.

Comprehensive Development and Management Plan (CDMP)

VI. The **SECOND PARTY** shall submit within six (6) months from the issuance of this **AGREEMENT** a Comprehensive Development and Management Plan ("CDMP") for the FLAgT Area. The CDMP shall provide, among others, for appropriate schemes, arrangements, or activities that will maximize the use of the FLAgT Area, which are compatible with the Tourism Project and consistent with the Environmental Compliance Certificate (ECC) as prescribe under Item XIV of the terms and conditions for the protection of the environment and conservation of natural resources in the area and shall benefit the host community. The CDMP shall be submitted to, and approved by, the Regional Executive Director.

DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (FIRST PARTY)

By:


HORACIO C. RAMOS
Secretary



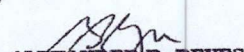
Republic of the Philippines
DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES



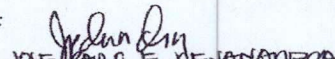
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DIWARAN RESORTS PHILIPPINES, INC. (SECOND PARTY)

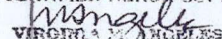
By:


ALEXANDER R. REYES
Attorney-In-Fact

WITNESSES:


JOSE MARIO E. DE LA CRUZ

CERTIFIED XEROX COPY


VIRGINIA M. ANGELES

VII. The **SECOND PARTY** shall implement strictly the approved CDMP and its commitment that only 10.0035 hectares out of the total area of 55.05 hectares shall be utilized/developed for built-up area to be located in barren areas within the island with proper spacing between infrastructures which are suitable for ecotourism development rather than large scale extensive infrastructure development beyond the small island carrying capacity.

VIII. The **SECOND PARTY** may construct permanent and/or temporary improvements or infrastructure in the FLAgT Area necessary and appropriate for its development for tourism purposes pursuant to the approved CDMP. "Permanent Improvements" refer to access roads, and buildings or structures which adhere to the ground in a fixed and permanent manner. On the other hand, "Temporary Improvements" include those which are detachable from the foundation or the ground introduced by the **SECOND PARTY** in the FLAgT Area and which the **SECOND PARTY** may remove or dismantle upon expiration or cancellation of this **AGREEMENT**. Any substantial deviations or modifications from, and/or additional improvements in, the approved CDMP shall be subject to prior approval of the Regional Executive Director, or his duly authorized representative. Such deviations, modifications or additional improvements shall at all times be consistent with the purpose for which the FLAgT Area is granted under paragraph I hereof.

Government Share and Performance Bond

IX. The **SECOND PARTY** shall pay annual Government Share of **Two Million Sixty Four Thousand Three Hundred Seventy Five Pesos (Php.2,064,375.00)**, Philippine Currency, within thirty (30) days upon approval of this **AGREEMENT**, and annually thereafter, within the same month that this **AGREEMENT** is issued, together with the posting of the required performance bond pursuant to DENR Administrative Order No. 2004-28, dated August 25, 2004 and DAO No. 2004-16 dated 15 June 2004, respectively.

X. The annual Government Share shall be paid by the **SECOND PARTY**, without need of demand within the same month that this agreement issued. In case of failure to pay the annual Government Share on the date due, the **SECOND PARTY** shall pay additional charges of 8.33% per month of delay.

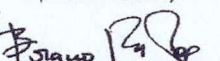
XI. The Government Share is non-refundable.

XII. Payment of Government Share after the expiration of this **AGREEMENT** shall not be construed as an assurance for the renewal thereof.

XIII. As guarantee for the faithful performance of the terms and conditions of this **AGREEMENT**, and compliance with applicable Forest Laws and Regulations, the **SECOND PARTY** shall post a Performance Bond of **Four Million One Hundred Twenty Eight Thousand Seven Hundred Fifty Pesos (Php4,128,750.00)** either in cash equivalent to twice the annual government share or 50% of the performance bond shall be posted in cash and the 50% balance in form of surety bond with a duration of five (5) years renewable every five (5) years. Provided, that the face value of the surety bond shall be increased by 25%.

DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (FIRST PARTY)

By:


HORACIO C. RAMOS
Secretary



Republic of the Philippines
DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES

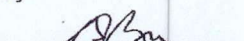


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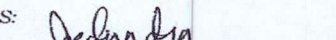
DIWARAN RESORTS PHILIPPINES, INC.

(SECOND PARTY)

By:


ALEXANDER R. REYES
Attorney-In-Fact

WITNESSES:


JOSE PAULO E. DEJANODENA

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Inch...

Obligations of the Second Party

XIV. The **SECOND PARTY** shall immediately secure ECC consistent with development suitable within the small island carrying capacity and other necessary permits prior to the conduct of any activity in the area and shall at all times be under the direct supervision of the CENRO concerned or his representative authorized in writing.

XV. No trees, regardless of species, shall be cut in the FLAgT Area if found within twenty (20) meters from banks of rivers, creeks or streams and of public roads. In case the said 20-meter strip is bereft of trees, the same shall be rehabilitated by the **SECOND PARTY**.

XVI. The **SECOND PARTY** shall strictly observe sanitary measures within the FLAg Area to ensure protection of watershed values;

XVII. The **SECOND PARTY** shall protect the FLAgT Area from forest fires and other forms of forest destruction.

XVIII. The **SECOND PARTY** shall protect and conserve unique, rare and endangered flora and fauna, if any, within the FLAgT Area pursuant to existing laws, rules and regulations.

XIX. The **SECOND PARTY** shall not impede, obstruct or prevent the entry and exit through the FLAgT Area of legitimate stakeholders and/or forest users authorized by the DENR.

XX. The **SECOND PARTY** shall submit an Annual Report to the Secretary thru the CENRO concerned showing developmental activities undertaken within the FLAgT Area in accordance with the approved CDMP.

XXI. All authorized DENR officials and/or employees shall be allowed to enter and inspect the FLAgT Area for the purpose of monitoring compliance with the terms and conditions of this **AGREEMENT** and the activities authorized under the approved SMP.

Termination

XXII. This **AGREEMENT** may be terminated or cancelled by the **FIRST PARTY**, after giving the **SECOND PARTY** due notice and opportunity to be heard, on any of the following grounds:

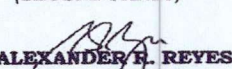
- a) Violation of any of its terms and conditions, or failure to comply with the obligations under this **AGREEMENT**;
- b) In case this **AGREEMENT** was determined, after appropriate proceedings, to have been obtained through fraud, misrepresentation or omission of material facts existing at the time of filing of the application;
- c) Abandonment of the FLAgT Area or failure to utilize the same for the purpose it was granted within the prescribed period of four (4) months without justifiable cause;

DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES
(FIRST PARTY)

By: 
HORACIO C. RAMOS
Secretary

DIWARAN RESORTS-PHILIPPINES,
INC.

(SECOND PARTY)

By: 
ALEXANDER B. REYES
Attorney-in-Fact

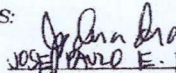


Republic of the Philippines
DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES



SENRO27834

WITNESSES:


JOSEPH E. DE VERA

CERTIFIED

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- d) Failure to introduce improvements or develop the FLAgT Area as indicated in the CDMP; and
- e) Failure to pay the Government Share and the surcharges without justifiable cause within one (1) year after the same had become due and after three (3) consecutive notices;

XXIII. In the event the **FIRST PARTY** determines that any of the above grounds exist, a notice of breach shall be sent to the **SECOND PARTY** giving the latter at least fifteen (15) calendar days to submit a written explanation. Before any termination is resorted to, the parties shall meet and exert best efforts to resolve the dispute, except when the grounds refer to items (b) and (c) above. The **SECOND PARTY** shall be given reasonable time within which to remedy the breach or to implement the agreed remedial measures.

XXIV. In case of termination or cancellation of this **AGREEMENT** due to the fault of the **SECOND PARTY**, the Performance Bond shall be forfeited in favor of the **FIRST PARTY**, and the **SECOND PARTY** shall have no right to claim for reimbursement or compensation of whatever kind for the permanent improvements introduced within the FLAgT Area as defined in paragraph VII hereof. Such improvements, which shall not include the Temporary Improvements referred to in paragraph VII above, shall be forfeited in favor, and become the property, of the **FIRST PARTY**.

XXV. Upon termination of this **AGREEMENT**, the **SECOND PARTY** shall be allowed to continue to occupy the FLAgT Area for a period not exceeding ninety (90) days to enable it to remove the Temporary Improvements referred to in paragraph VII above, and to revert the land to its original condition to the extent possible.

Ownership and Transfer

XXVI. The **SECOND PARTY** shall, with respect to its ownership or capital stock, and in relation to the right granted herein to use the public forestland described in the attached map, ensure compliance with the nationality requirement under Article XII, Section 2 of the 1987 Constitution of the Republic of the Philippines, at all times throughout the duration of this **AGREEMENT**. In this regard, the **SECOND PARTY** shall secure the approval of the **FIRST PARTY** or his duly authorized representative in case of transfer of majority of its shares or capital stock after execution of this **AGREEMENT**.

XXVII. The **SECOND PARTY** may transfer this **AGREEMENT** or any rights therein or any assets used therewith, if authorized by the DENR Secretary, subject to the following conditions:

- a) The FLAgT has been in existence for at least three (3) years;
- b) The **SECOND PARTY** has been faithfully complying with the terms and conditions of the FLAgT including implementation of CDMP;
- c) The transferee has all the qualifications and none of the disqualifications to hold a FLAgT; and
- d) The transferee shall assume all the obligations and responsibilities of the transferor specified in the FLAgT, CDMP and ECC.

DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES
(FIRST PARTY)

By:

[Signature]
TORACIO C. RAMOS
Secretary

DIWARAN RESORTS PHILIPPINES,
INC.
(SECOND PARTY)

By:

[Signature]
ALEXANDER R. REYES
Attorney-in-Fact



Republic of the Philippines
DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES



SENRO27834

WITNESSES:

[Signature]
JOSE AND F. DE VERA
VIRGINIA M. BAYLES

MAX COPY.
VIRGINIA M. BAYLES

Amendment and Renewal

XXVIII. This **AGREEMENT** may be modified, altered or amended upon agreement in writing by both parties.

XXIX. This **AGREEMENT** may be renewed upon filing by the **SECOND PARTY** of an application six (6) months prior to the expiration hereof.

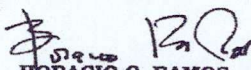
Miscellaneous Provisions

XXX. This **AGREEMENT** is subject to pertinent DENR Laws, Rules and Regulations, provided the same shall not impair the contractual obligations of both parties herein.

IN WITNESS WHEREOF, the parties have affixed their signatures below at Quezon City, Philippines, this _____ day of MAY 26 2010, 2010.

**DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES**
(FIRST PARTY)

By:


RACIO C. RAMOS
Secretary



Republic of the Philippines
DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES



SENRO27834

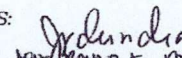
**DIWARAN RESORTS PHILIPPINES,
INC.**

(SECOND PARTY)

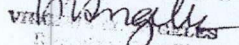
By:


ALEXANDER R. REYES
Attorney-In-Fact

WITNESSES:


JAY R. DE VERA

CERTIFIED XEROX COPY.


Notary Public

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY, PHILIPPINES)

BEFORE ME, a Notary Public for and in QUEZON CITY, Philippines, this
day of July, 2010, personally appeared the following:

<u>Name</u>	<u>Evidence of Competent Identity</u>
Horacio C. Ramos	18 221963-1-06-2010, Q.C.
Alexander R. Reyes	2965 4436 / 2-22-2010 / CAINA, R12/A

known to me to be the same persons who executed the foregoing instrument, and who acknowledge to me that the same is their free and voluntary act and deed.

This instrument, which is Forest Landuse Agreement for Tourism Purposes (FLAgT) No. 09-2010, consists of seven (7) pages including this page where this Acknowledgement is written and has been signed by the parties and their witnesses on each and every page hereof.

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

Doc No. 090
Page No. 18
Book No. XXXI
Series of 2010

NOTARY PUBLIC

Atty. DONATO C. MANGIAT

Notary Public

Commission No. NP-012 (Expires Dec. 31, 2011)

IBP No. 774014/Nov. 16, 2009/QC

PTR No. 3175625/Jan. 4, 2010/QC

Roll No. 34845

MCLE No. III-0004744

**DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES**
(FIRST PARTY)

By:

Horacio C. Ramos
HORACIO C. RAMOS
Secretary



Republic of the Philippines
DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES



SENR027834

**DIWARAN RESORTS PHILIPPINES,
INC.**
(SECOND PARTY)

By:

Alexander R. Reyes
ALEXANDER R. REYES
Attorney-In-Fact

WITNESSES:

John E. Devanadera
JOHN E. DEVANADERA

Delisafiles-FLAgT-Diwaran
U11-eqf-10-26-09/5-24-10

CERTIFIED XEROX COPY:
Mongi
VIRGEN



Republic of the Philippines
Department of Environment and Natural Resources
MIMAROPA Region
COMMUNITY ENVIRONMENT AND NATURAL RESOURCES OFFICE
PROVINCE OF PALAWAN
Email address: cenro_coron@yahoo.com

November 19, 2020

THE MANAGER

Diwaran Resorts Phils., Inc.
12th Floor, Net One Center Building,
Bonifacio Global City, Taguig

Dear Sir/Madam:

Greetings!

This is in connection to the Forest Land Use Agreement for Tourism Purposes (FLAgT) bearing FLAgT No. 09-2010 situated at Diwaran Island, Barangay Marcilla, Coron, Palawan.


Records kept in this office showed that you have not paid the annual user's fee since issuance of your FLAgT.

In this regard, our office is requesting to pay the said Annual User's Fee in the CENR Office at Barangay 5, Coron, Palawan.

Thank you for your cooperation. God bless.

Very truly yours,




ARNOLDO A. BLAZA, JR.
OIC-Community Environment and
Natural Resources Officer



Republic of the Philippines
Department of Environment and Natural Resources
Community Environment and Natural Resources Office
Barangay 5, Calamianes Island, Coron, Palawan
Telephone No. +63 917 504 2633
E-mail: cenrocoron@denr.gov.ph Website: www.denr.gov.ph

October 24, 2022

Mr. SALVADOR ZAMORA
Chairman,
Diwaran Resorts Phil. Inc.
4th Floor, Low Rise Tower,
Pacific Star Bldg. Makati City
nunez.pepo@gmail.com

SUBJECT : FINAL DEMAND FOR PAYMENT OF ANNUAL GOVERNMENT SHARES (AGS) OF DIWARAN RESORTS PHILIPPINES INC. FROM THE PERIOD OF 2010 UP TO 2022.

This is again to reiterate our letter dated June 24, 2022 demanding the payment of Government Annual Share amounting **P49, 545, 000.00** covering the period from CY 2010 to 2022.

After careful review of available records of this office, it revealed that you have not also paid your performance bond amounting to **P 4,128,750.00**

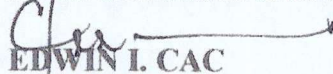
Paragraph IX, of the FLAGT Agreement states that “the **SECONDARY PARTY** shall pay the Annual Government Shares of **P 2, 064, 375. 00** per annum”.

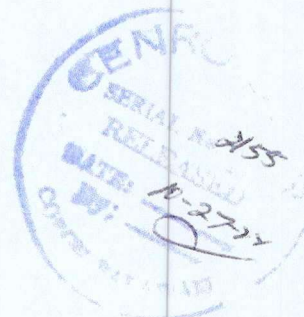
Likewise, **Paragraph X** states that “The Annual Government Shares shall be paid by the **SECONDARY PARTY** without need of demand within the same month that this agreement is issued. In case of failure to pay of the Annual Government Shares on the due date, the **SECONDARY PARTY** shall obliged to pay additional charges of **8.33% per month delay** or **100% per annum** as provided for in DAO 2004-28 as amended by DAO 2021-02.

Again, failure on your part to settle your obligation totaling the amount of **P 53, 673, 750.00** representing payment of Annual Government Shares and Bond deposits pursuant to DAO 2004-28 as amended by DAO 2021-02 within Fifteen (15) days upon receipt hereof is sufficient in recommending the cancellation of your Forest land Use Agreement (FLAGT).

Very Truly Yours,

For and in the absence of the CENRO


EDWIN I. CAC
SEMS/In Charge, Office of the CENRO



Copy furnished:

11-17-2021 2-11-331

SUBJECT : MONITORING AND ASSESSMENT RESULT ON THE
PERFORMANCE OF FOREST LAND USE AGREEMENT
FOR TOURISM PURPOSES (FLAgT) NO. 09-2010 ISSUED
ON MAY 26, 2010 LOCATED IN DIWARAN ISLAND,
BARANGAY MARCILLA, CORON, PALAWAN

SHOW-CAUSE ORDER/NOTICE OF BREACH

TO : ALEXANDER R. REYES
Attorney-In-Fact
19 Loja St., Vista Verde Executive Village
Imelda Ave., Cainta, Rizal

Pursuant to the provisions of *DAO No. 2004-28* dated August 25, 2004 and *DAO 2009-16* dated November 25, 2009, it is the policy of the State to promote, encourage, provide equitable access to forestland and resources, and develop tourism as a major national activity in which private sector investment, effort and initiative are fostered and supported.

The government shall allow qualified persons to occupy, develop, utilize and sustainability manage forestlands for tourism purposes.

Based on the monitoring conducted on November 18, 2020 by the CENRO Coron, Palawan Monitoring and Assessment Team, their findings disclose that you failed to:

1. Submit the required Annual Reports to the DENR; and
2. Pay the required Annual Government Share since 2010.

In FLAgT No. 09-2010 issued in the name of Diwaran Resorts Philippines, Inc., as Attorney-In-Fact of said corporation, you expressly agreed to the following:

1. Item IX-payment of an annual Government Share of Two Million Sixty Four Thousand Three Hundred Seventy Five Pesos (Php2,064,375.00);
2. Item No. XX- submission of an Annual Report showing developmental activities undertaken within the FLAgT Area in accordance with the approved Comprehensive Development Management Plan (CDMP); and,
3. Item No. XXII (a) - any violation of the terms and conditions, or failure to comply with the obligations stipulated in the contract will constitute grounds for the termination or cancellation of the FLAgT.

In Item No. XXIII, it is provided that "In the event the **FIRST PARTY** determines that any of the grounds in Item No. XXII exists, a **notice of breach** shall be sent to the **SECOND PARTY** giving the latter at least fifteen (15) calendar days to submit a written explanation. Before any termination is resorted to, the parties shall meet and exert best efforts to resolve the dispute, except when the grounds refer to items (b) and (c). The **SECOND PARTY** shall be given reasonable time within which to remedy the breach or to implement the agreed remedial measures."

WHEREFORE, the following are hereby ordered, within thirty (30) days upon receipt hereof:

1. To SUBMIT your written explanation under oath why FLAgT No. 09-2010 issued in the name of Diwaran Resorts Philippines, Inc. shall not be cancelled for non-compliance with the terms and conditions set forth in the contract;
2. To SUBMIT the required Annual Reports required in Item No. XX; and,
3. To PAY the Annual Government Share since 2010.

Failure to comply thereto will result in the cancellation of FLAgT No. 09-2010 and the filing of other appropriate charges, if necessary.

SO ORDERED.

Issued this NOV 08 2021 in the City of Manila, Philippines.


MARIA LOURDES G. FERRER, CESO III

Copy furnished

PENRO Palawan
Brgy. Sta. Monica, Puerto Princessa City, Palawan

CENRO Coron
Brgy. Poblacion V, Coron, Palawan



ED/MLIO/1104/2021



Republic of the Philippines
Department of Environment and Natural Resources
Community Environment and Natural Resources Office
Barangay 5, Calamianes Island, Coron, Palawan
Telephone No. +63 917 504 2633
E-mail: cenrocoron@denr.gov.ph Website: www.denr.gov.ph

June 8, 2022

MR. ALEXANDER R. REYES

Attorney-In-Fact

19 Loja St., Vista Verde Executive Village
Imelda Ave., Cainta Rizal

**SUBJECT : DEMAND OF PAYMENT OF ANNUAL GOVERNMENT
SHARE OF DIWARAN RESORT PHILIPPINES, INC.
FROM 2010-2022**

This is to inform you that base on records kept in this office, Diwaran Resorts Philippines, Inc. has not paid the Annual Government Share of Php. 2,064,375.00 per annum since issuance of FLAGT.

Paragraph IX of your FLAGT Agreement states that, "*The **SECOND PARTY** shall pay the Annual Government Share of Php. 2,064,375.00 per annum.*"

Likewise, Paragraph X also state that "*The Annual Government Share shall be paid by the **SECOND PARTY** without need of demand within the same month that this agreement is issued. In case of failure to pay the Annual Government Share on the due date, the **SECOND PARTY** shall pay additional charges of 8.33% per month delay.*"

In this, our office hereby requiring you to pay the total amount of Php.49,545,000.00 representing the Annual Government Share from 2010 to 2022 including additional charges of 8.33% per month of delay or 100% per annum as provided for in DAO 2004-28 as amended by DAO 2021-02.

Failure on your part to pay said Annual Government Share including the surcharges fifteen (15) days upon receipt hereof may constitute the basis of the cancellation of your Forest Land Use Agreement for Tourism Purposes bearing FLAGT No. 09-2010.

We hope that you are properly informed.

Very truly yours,

For and in the absence of the CENRO

JEFFREY C. CASTRO

Forester

(In-charge Office of the CENRO)

Copy furnished:

- Regional Executive Director
DENR MIMAROPA Region
- The PENR Officer
Sta. Monica, Puerto Princesa City
- File



June 24, 2022

Mr. Salvador Zamora
Chairman, Diwaran Resorts Phils., Inc.
4th Floor Low Rise Tower
Pacific Star Bldg; Makati City
Email Address: nunez.pepo@gmail.com

**SUBJECT: DEMAND OF PAYMENT ANNUAL GOVERNMENT SHARE OF
DIWARAN RESORTS PHILS., INC.**

This is to reiterate our letter of demand dated June 8, 2022 demanding the payment of government share amounting to Php 49,545,000.00 covering the period from cy 2010 to 2022.

After careful review of available records of this office, it was also found that you have not paid your Performance Bond. Paragraph XIII of the FLAgT agreement states that "As guarantee for the faithful performance of the terms and conditions, the SECOND PARTY shall post a performance bond of Four Million One Hundred Twenty Eight Thousand Seven Hundred fifty Pesos (Php 4,128,750.00) either in cash equivalent to twice the annual government share on 50% of the performance bond shall be posted in cash and the 50% of balance in form of surely bond with a duration of five (5) years renewal every five (5) years. Provided, that the face value of surely bond shall be increased by 25%.

Again, failure on your part to settle your obligations totalling the amount of Php 53,673,750.00 representing payment of Annual Government Share and Bond Deposit pursuant to DAO 2004-28 as amended by DAO 2021- 02 within fifteen (15) days upon receipt hereof may constitute the basis for the cancellation of your Forest Land Use Agreement (FLAGT) issued to Diwaran Records Phils., Inc. on May 26, 2010.

Very truly yours;
For in the absent of the CENRO:


EDWINT. CAC
(SEMS/ Office in-charge office of the CENRO)

CC:
-The Regional Executive Director
DENR MIMAROPA Region
-The PENRO Office
Sta. Monica, Puerto Princesa City
-File





Republic of the Philippines
Department of Environment and Natural Resources
Community Environment and Natural Resources Office
Barangay 5, Calamianes Island, Coron, Palawan
Telephone No. +63 917 504 2633
E-mail: cenrocoron@denr.gov.ph Website: www.denr.gov.ph

October 24, 2022

Mr. SALVADOR ZAMORA
Chairman,
Diwaran Resorts Phil. Inc.
4th Floor, Low Rise Tower,
Pacific Star Bldg. Makati City
nunez.pepo@gmail.com

SUBJECT : FINAL DEMAND FOR PAYMENT OF ANNUAL GOVERNMENT SHARES (AGS) OF DIWARAN RESORTS PHILIPPINES INC. FROM THE PERIOD OF 2010 UP TO 2022.

This is again to reiterate our letter dated June 24, 2022 demanding the payment of Government Annual Share amounting **P49, 545, 000.00** covering the period from CY 2010 to 2022.

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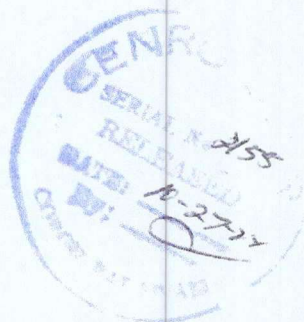
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Very Truly Yours,

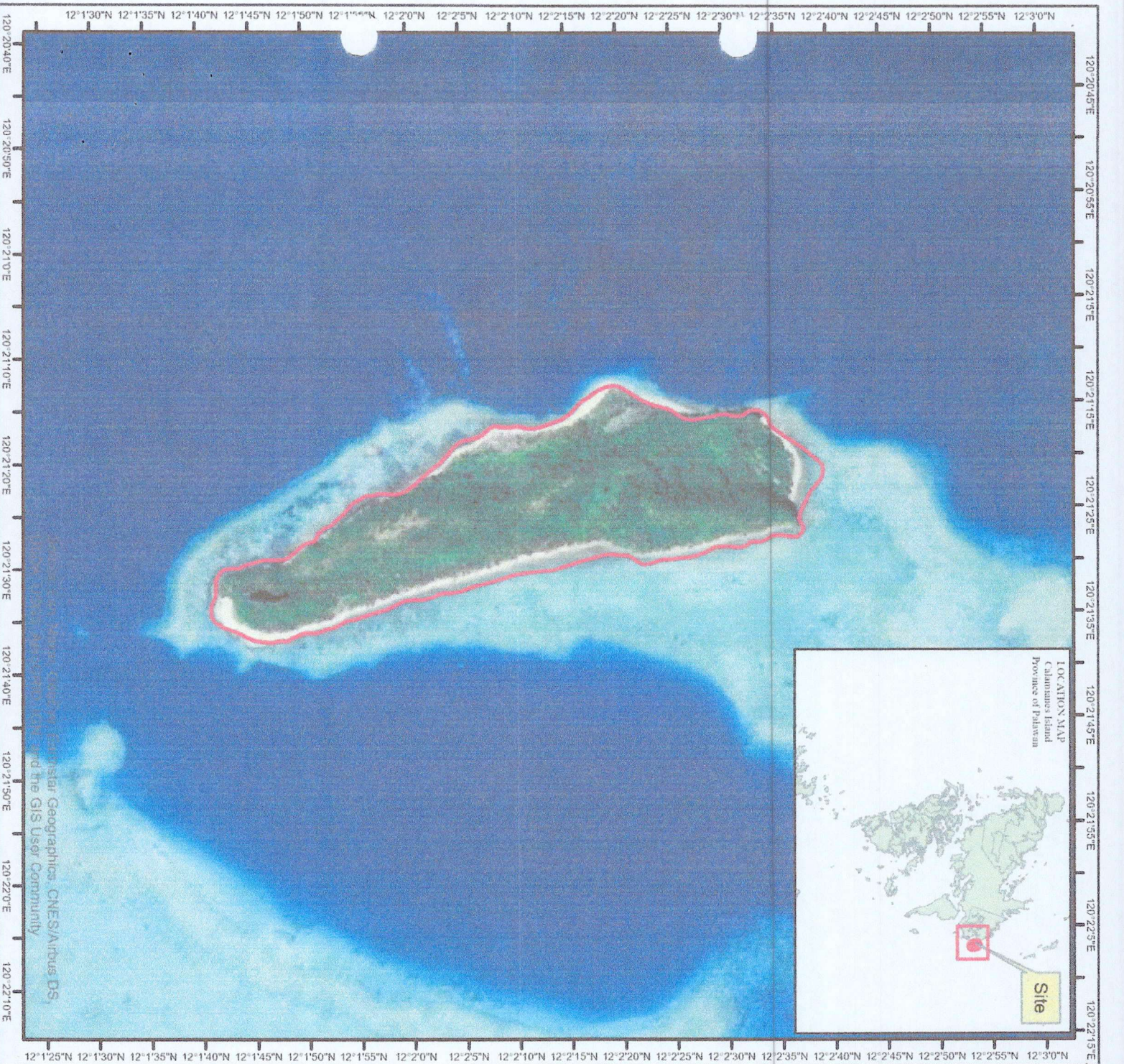
For and in the absence of the CENRO


EDWIN I. CAC

SEMS/In Charge, Office of the CENRO



Copy furnished:



SKETCH MAP

showing the location of

FLAgT No. 09-2010

issued to

DIWARAN RESORTS PHILS. INC.

Located at

Island : Diwaran
Borough : Marcella
Municipality : Coron
Province : Palawan

Scale 1 : 4,000



Projection: Universal Transverse Mercator-Zone 50 (N)
Datum: World Geodetic System 1984 (WGS84)
Approximate Total Area : 55,0511 Hectare

Legend

- Corners
- Boundary of FLAgT No. 09-2010, Diwaran Resorts Phils. Inc.



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

FLAgT Boundary of Diwaran Resorts Phils. Inc. shown is based on
The actual boundary of the island and shapefile provided by
Regional Office which is subject for future precise survey

Prepared by:

ARLIEC DELINII
Cartographer GIS Focal Person

Attested by:

SHMS In-Charge, MIES
Chief, Monitoring and Evaluation of
Territorial Instruments



Republic of the Philippines
Department of Environment and Natural Resources
Community Environment and Natural Resources Office
Calamianes Island, Coron, Palawan
cenrocoron@denr.gov.ph

MEMORANDUM

FOR : The Regional Executive Director
DENR RIV - MIMAROPA
1515 DENR By the Bay Bldg.,
Roxas Blvd. Barangay 668,
Ermita, Manila

THRU : The Provincial Environment and
Natural Resources Officer
Bgy. Sta. Monica, Puerto Princesa City

FROM : The OIC-Community Environment and
Natural Resources Officer
Coron, Palawan

SUBJECT : **EVALUATION REPORT ON FLAGT AREA AWARDED TO
DIWARAN RESORTS PHILIPPINES, INC. SITUATED IN
DIWARAN ISLAND, BARANGAY MARCILLA, CORON,
PALAWAN**

DATE : October 28, 2022

Respectfully forwarded is the attached evaluation/assessment report on the FLAGT area awarded to Diwaran Resorts Philippines, Inc. situated in Diwaran Island, Barangay Marcilla, Coron, Palawan.

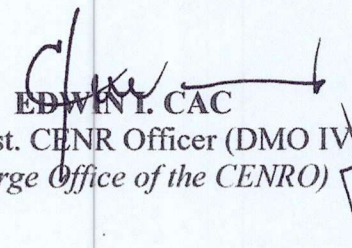
Please be informed that on October 19, 2022 personnel of this office conducted evaluation/assessment of the aforementioned FLAGT area. No new development and structures erected in the area except for the five (5) buildings built in the past years. The area is well protected from any forest destruction.

The proponent is not paying the annual government share since the issuance of FLAGT (2010).

This report will serve as a means of verification (MOV) of the office.

For information and record.




EDWIN CAC
OIC, Asst. CENR Officer (DMO IV)
(In-charge Office of the CENRO)



MEMORANDUM

FOR : **RODNEY G. VERIAN**
OIC-CENRO
Coron, Palawan

THRU : **QUERUBIN G. QUINTANA**
Forester II/ OIC-Chief, MES

FROM : **UNDERSIGNED PERSONNEL**

SUBJECT : **EVALUATION REPORT ON THE FLAG-T AREA AWARDED TO DIWARAN RESORTS PHILIPPINES, INC. SITUATED IN DIWARAN ISLAND, BARANGAY MARCILLA, CORON, PALAWAN**

DATE : **OCTOBER 24, 2022**



Respectfully submitted the monitoring and evaluation report on Forest Land-Use Agreement for Tourism Purposes (FLAg-T) area for bathing establishment of Diwaran Resorts Philippines, Inc.

Hereunder are the salient information gathered during the conduct of ground inspection to wit:

BACKGROUND INFORMATION

Name of Proponent: Diwaran Resorts Philippines, Inc.
Address: 12th floor net one center building, Bonifacio Global City, Taguig City
Location: Diwaran Island, Barangay Marcilla, Coron, Palawan
Total covered area: 55.05 hectares
FLAg-T No: 09-2010
Date Issued: May 26, 2010
Date Expired: May 27, 2035
Annual Government Share: Php. 2, 064, 375. 00 (Unpaid)

INTRODUCTION

The monitoring and evaluation team headed by Chief, Compliance and Monitoring Unit (CMU) Mr. Mark Glenn Managdag, conducted monitoring and ground inspection on the bathing establishment of Diwaran Resorts Philippines, Inc. on October 19, 2022, located at Diwaran Island, Barangay Marcilla, Coron, Palawan. It took about one (1) hour van drive and around 20 minutes boat ride before reaching the area.

FINDINGS/OBSERVATIONS

No development and new structures were erected; only two (2) nipa huts/ cottages were seen functional. The five (5) buildings constructed in the past are still standing but in a very poor condition.

It was reported by the boat guide that sometimes there are local tourists and guests visited the area to conduct leisure and swimming activity, but the management don't have significant activity or plan in the area.

There is no concern person to be interviewed in line with the current status of the island. There was only one house present in the island belonging to the caretaker who is also a resident of barangay Marcilla.

Please take note that since the approval of their tenurial instrument, there is no single payment of annual government share given.

The forest cover of the area is still intact and no disturbances or destruction was observed.


RECOMMENDATIONS

The monitoring and inspection team recommended that the proponent should submit their annual accomplishment report directly to the Regional office of the DENR-MIMAROPA. The proponent is urged and is required to complied/settled with their financial obligations (Annual Government Share) to the Philippine government which is amounting to millions.

Attached are the geotagged photos during the conduct of monitoring and evaluation activity, and the copy of GIS generated map.

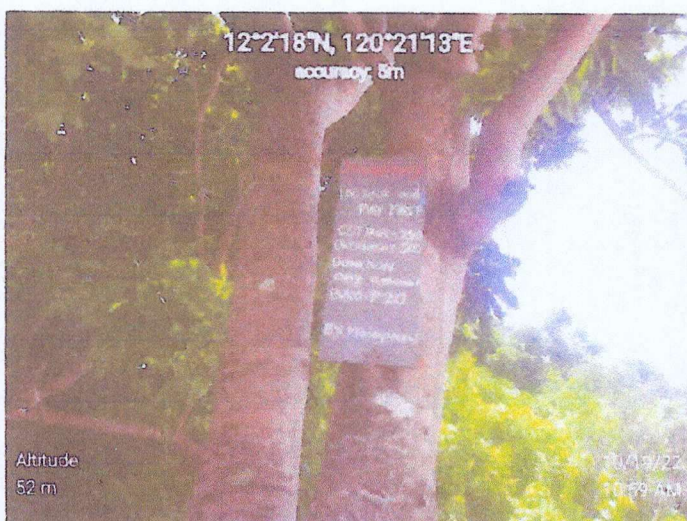
For information, record and further instruction.


MARK GLENN MANAGDAG
ECOMS II/Chief-CMU


EMMA C. FRANCISCO
Forester II

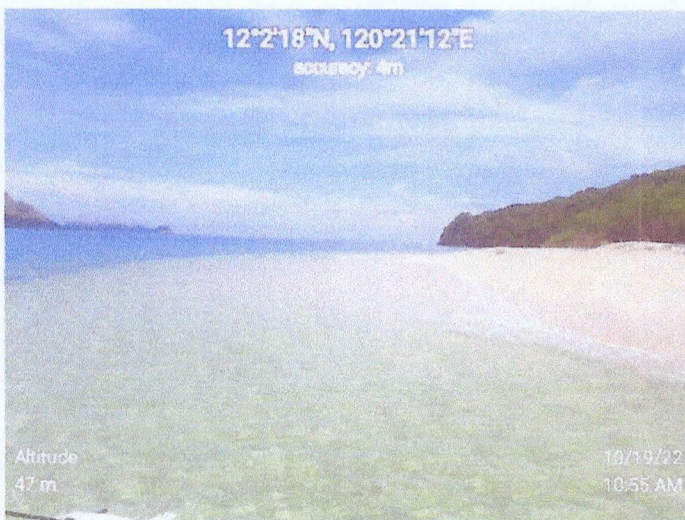
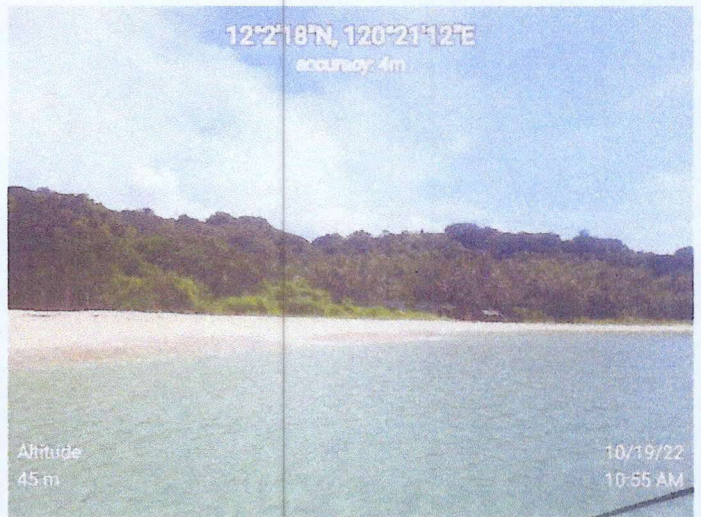
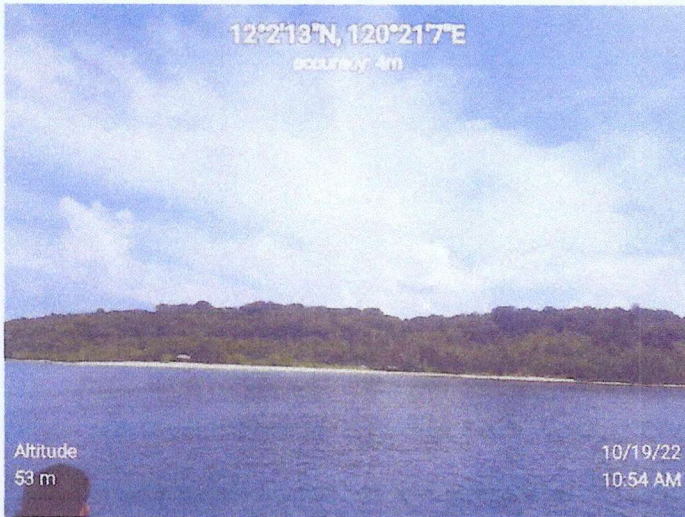

RENIEL OLIVER M. FUENTES
Forest Technician I

PHOTO DOCUMENTATION



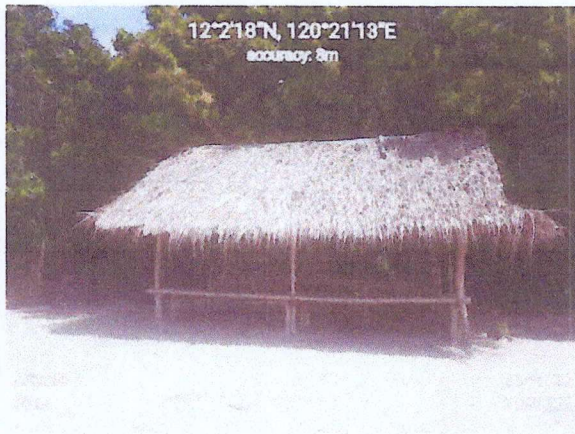
The team conducting monitoring, inspection and evaluation at Diwaran Island, Barangay Marcilla, Coron, Palawan

PHOTO DOCUMENTATION



Panoramic view of Beach side and waterfront of Diwaran Island

PHOTO DOCUMENTATION



Nipa hut/cottage for local tourists, old buildings and the trash and different wastes found along shorelines of the island

COMPLIANCE MONITORING SHEET FOR FORESTRY TENURE (FLAgT)

Monitoring Date: October 19, 2022		Monitoring Time: 11:00 AM	
A.BASIC INFORMATION:			
Name of Company: Diwaran Resorts Philippines, Inc.			
Location of Area (Sito,Brgy, Mun): Diwaran Island, Barangay Marcilla, Coron, Palawan		Area in Sq. Meter: 550,500	
Business Address: (email, messenger acct. & contact number): N/A			
Amount of Annual Government Share: Php.2,064,375.00		Date Paid/OR No. N/A	
Year of last revaluation (Per Section of 16 DAO 2002-28): N/A			
Nature of Land-use (Per Section 4 of DAO 2004-28): For Tourism Purposes			
Tenure Instrument Number: 09-2010		Date of Issuance: May 26, 2010	
Kind of Tenure Instrument: FLAGT		Expiry Date: May 27, 2022	
Contact Person/Designation: Boy Palanca			
Name of Pollution Control Officer (PCO): None			
PCO Accreditation No. None		Effectivity: N/A	
Contact No. 09218975738		Email: None	

B. COMPLIANCE TO EXISTING ENR LAWS, RULES AND REGULATIONS:

Conditions	Yes	No	Remarks
1. NCIP/Cert of Pre Condition/Date Issued	✓		
2. Free and Prior Informed Consent/Date Issued			
1.Compliant to ECC - PD 1586, Philippine Environmental Impact Assessment / DAO 2003-30	✓		
2. Compliant to RA 6969, Toxic and Hazardous Waste Act of 1999/ DAO 1992- 29	✓		
3. Compliant to RA 8749, Clean Air Act of 1999 /DAO 2000-81	✓		
4. Compliant to RA 9003, Ecological Solid Waste Management Act of 2000/DAO 2001-34	✓		
5. Compliant toR A 9275- Clean Water Act of 2004 / DAO 2005-10	✓		
6. Compliant to PD 705, Forestry Reform Code of the Philippines	✓		
7. Compliant to Water Code of the Phil./ Article No. 51-PD 1067 (No Permanent Structures within Easement Zones)	✓		
a.) Within 3 meters in Urban Areas			
b.) Within 20 meters in Agricultural (A&D) Areas			
c.) Within 40 meters in Timberland Areas			

D. IMPROVEMENTS INTRODUCED:

Type of Improvement Introduced	Approximate Value of Improvement	STATUS (permanent of temporary)			REMARKS
A. Current Year 2022					
1. Land	No New improvements				
2. Buildings	No New improvements				
3. Infra/Machineries	No New improvements				
4. Plantation	No New improvements				
5. Other Improvements					
B. Previous Years 2021					
1. Land	No New improvements				
2. Buildings	No New improvements				
3. Infra/Machineries	No New improvements				
4. Plantation	No New improvements				
5. Other Improvements					

D. COMPLIANCE PURSUANT TO DENR ADMINISTRATIVE ORDER NO. 2004-28

Terms and Conditions	Response	
	Yes or No	Remarks
14.1. The boundaries of the FLAgT area was delineated and marked on the ground within six (6) months from the issuance of the agreement?	Yes	
14.2 The FLAgT holder submitted the Site Management Plan for the protection of the environment and conservation of the area within 3 months from issuance.	Yes	
14.3. The holder secured the required Environmnental Compliance Certificate (ECC) and other necessary permits prior the conduct of any activity in the area?		
14.4. The holder utilized the area only for the purpose for which the FLAgT was granted. If the area was utilized for otherpurposes/s other than what was approved, is prior approval secured from the Secretary of his/her duly authorized representative?	Yes	
14.5. In all instances, cutting of trees within the FLAgT area shall be subject to prior clearance by the DENR in accordance with existing rulesand regulations. If there are cutting of trees, is prior clearance secured from DENR Secretary of his duly authorized representative?	Yes	
14.6. Is the practice of Ecological Solid Waste Management properly observed and implemented ? Is the Clean Water Act observed and followed (STP, Water Discharge Permit, etc)?	Yes	
14.7. Is biodiversity in the area especially those identified as unique, rare and endangered species of flora and fauna strictly protected?	Yes	
14.8. Is there any changes in the management, ownership or capital stock of the company or corporation or transfer of a majority of the stock or shares of the company or corporation as provided for in PD 705, as amended? If so, did the proponent immediately informed the RED or his/her duly authorized representative?	No	
14.9. The holder are willing to surrender to the RED or his/her duly authorized representative the agreement if not to be renewed on the date of expiration, or if the holder is no longer interested in the area, or in case of cancellation, immediately after the effectivity of its cancellation?	Yes	
14.10. Is the holder fully aware that in case of death of individual FLAgT holder, the heir(s) may apply for the transfer of FLAgT within ninety (90) days upon his/her death?	Yes	
14.11 Is the tenure holder aware that the FLAgT shall not be construed as permit to obstruct the free navigation of any stream, creek or river or marine	Yes	
14.12 Did the FLAgT holder submit the Annual Report as to its compliance to the Site Mamangement Plan?	No	
14.13 Is the Annual Government Share paid on or before March 31 pursuant to DAO 2021-02 which amended Section 16 of DAO 2004-28 and Section 18 of DAO 2004-59	No	

G. PAYMENT OF ANNUAL GOVERNMENT SHARE/RENTAL/FOREST FEES: (O.R. copy hereto attached)

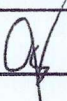

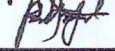
Particulars	Amount	Official Receipt No.	Date Issued	Remarks (Indicate if updated or not)
Government Share/Rental	None			
Performance Bond	N/A			
Forest Charges	N/A			
Surcharges	N/A			

H. Other environmental, social activities by the holder (e.g tree planting, coastal clean-up, gift giving etc)

No social activities
I. FINDINGS AND RECOMMENDATIONS
There are 2 nipa huts/cottages constructed in the area
No forest destruction observed

J. DETAILS AND SIGNATURE OF MONITORING TEAM:

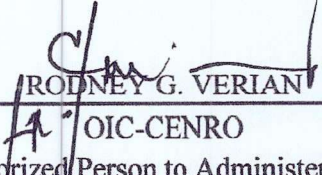
WE HEREBY CERTIFY to the correctness of the data and information as contained herein to the best of our knowledge and belief.

Name	Position/Designation/Office	Signature
MARK GLENN T. MANAGDAG	ECOMS II	
EMMA C. FRANCISCO	Forester II	
RENIEL OLIVER M. FUENTES	Forest Technician I	

J. ATTACHMENT/S

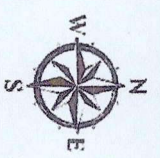
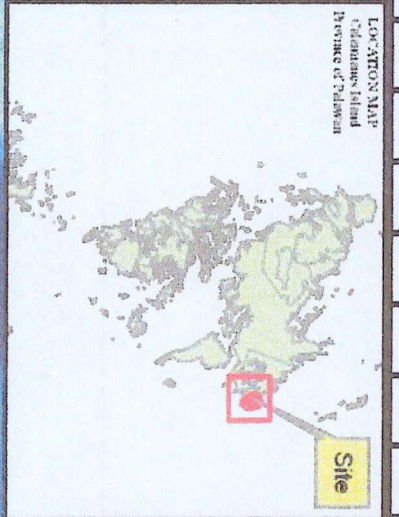
(See attached photo or geo-tagged/map/and other documentations)

SUBSCRIBED AND SWORN to before me this _____ day of _____ 2022 at _____


RODNEY G. VERIAN
AIC-CENRO
Authorized Person to Administer Oath



Source: Esri, Maxar GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



SKETCH MAP
showing the location of
FLAET No. 09-2010

DIWARAN RESORTS PHILS. INC.
issued to

Located at
Island : Divaran
Barangay : Marcella
Municipality : Coron
Province : Palawan

Scale 1 : 4,000
Projection: Universal Transverse Mercator Zone 50 (N)
Datum: World Geodetic System 1984 (WGS84)
Approximate Total Area : 55,0511 Hectare

Legend

- Center
- Boundary of FLAET No. 09-2010, Diwaran Resorts Phils. Inc.



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

FLAET Boundary of Diwaran Resorts Phils. Inc. located at Divaran Island, Barangay Marcella, Coron, Palawan shown is based on the actual boundary and shapefile provided by the Regional Office which is subject for future precise survey

Prepared by:
[Signature]
ARACEL DELIV II
Forest Technician II/GIS Focal

Attested by:
[Signature]
MARK GLENN T. MANAGDAG
ECOMS II/ Chief Compliance and Monitoring Unit