MEMORANDUM

FOR

The Regional Executive Director

MIMAROPA Region

1515 L & S Building , Roxas, Blvd.

Ermita, Manila

THRU

The Assistant Regional Director

For Technical Services

FROM

The OIC, PENR Officer

SUBJECT:

COMPLETED STAFF WORK (CSW) REPORT REGARDING

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FOREST LAND GRAZING GRAZING MANAGEMENT AGREEMENT (FLGMA) NO. 12 LOCATED AT BARANGAY LUMANGBAYAN,

ABRA DE ILOG, OCCIDENTAL MINDORO

Respectfully forwarded is the Completed Staff Work (CSW) report of CENRO Sablayan dated August 24, 2022 in compliance with the instruction of Assistant Regional Director for Technical Services Maximo C. Landrito to conduct assessment of the FLGMA No. 12 issued to T.J. Enterprises located at Barangay Lumangbayan, Abra de Ilog, Occidental Mindoro to determine whether the area is no longer suitable for grazing purposes.

As per conducted evaluation and assessment of the CENRO personnel , the T.J. Enterprises has complied with the rules and regulation in implementing FLGMA operations in terms of management , development, conservation and protection of the forestland through applications of appropriate grazing management strategies and grassland improvement schemes. The only inadequacy of the Lessee is the inconsistent payment of annual government shares or user's fee . As per Section 29 of DAO 99-36 it states that "Failure to pay the user's fee on time shall mean a penalty of 100% of user's fee and failure to pay for two (2) consecutive years shall be a ground for automatic cancellation of the FLGMA". Anent to this, the CENRO recommends that the payment of the user's fee must be brought to the attention of the Lessee and it should be settled amicably if he wants the FLGMA area be retained on his favor.

For your information and further instruction.

ERNESTO E. TAÑADA



Republic of the Philippines

Department of Environment and Natural Resources

MIMAROPA Region

COMMUNITY ENVIRONMENT AND NATURAL RESOURCES OFFICE

National Road, Brgy.Sto. Niño, Sablayan, Occidental Mindoro

E-mail: cenrosablayan@denr.gov.ph

August 24, 2022

MEMORANDUM

FOR

The Regional Executive Director

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

Ermita, Manila

THRU

The OIC, PENR Officer

PENRO Mamburao Occidental Mindoro

FROM

The CENR Officer

SUBJECT

COMPLETED STAFF WORK (CSW) REPORT REGARDING

FOREST LAND GRAZING MANAGEMENT AGREEMENT (FLGMA) NO. 12 LOCATED AT BARANGAY LUMANGBAYAN,

ABRA DE ILOG, OCCIDENTAL MINDORO

REFERENCE

This has reference with the Memoranda of the OIC, Assistant Regional Director for Management Services and OIC, PENR Officer dated August 9, 2022 and August 16, 2022, respectively, regarding the request of Dr. Anthony Jose M. Tamayo and Capt. Robert Joseph S. Moran for conversion of FLGMA No. 12 into Eco-Zone with the Philippine Economic Zone Authority (PEZA)

BACKGROUND

On March 01, 2006, the Forest Land Grazing Management Agreement (FLGMA) No. 12 with an area of two thousand (2,000) hectares located at Sitio Boktot, Urilan, Barangay Lumangbayan, Abra de Ilog, Occidental Mindoro was awarded to the University of Perpetual Help Rizal, Inc. (UPHRI) represented by its Chairman of the Board and CEO, Dr. Antonio L. Tamayo.

Accordingly, as per Memorandum dated May 26, 2022 of the Director, Forest Management Bureau for the Regional Executive Director, DENR MIMAROPA Region, the FLGMA No. 12 was already transferred in favor of T.J. Enterprises which has been approved per letter dated 01 July 2019 of the Undersecretary for Field Operations addressed to Dr. Anthony Jose M. Tamayo.

On April 1 and 2, 2022, the Team of CENRO Sablayan conducted Monitoring and Performance Evaluation of FLGMA No. 12 in reference with the terms and condition as stipulated in the Agreement signed by both parties.



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Republic of the Philippines Department of Environment and Natural Resources

MIMAROPA Region

COMMUNITY ENVIRONMENT AND NATURAL RESOURCES OFFICE

National Road, Brgy. Sto. Niño, Sablayan, Occidental Mindoro

E-mail: cenrosablayan@denr.gov.ph

On April 19, 2022, this Office wrote a letter to Dr. Antonio L. Tamayo requesting file copy of all the documents stated in the agreement particularly the Sworn Annual Report, Free and Prior Informed Consent (FPIC) from the NCIP, Five (5) Year Operations Plan, Twenty Five (25) Year Grazing Management Plan, Cash/Surety Bond, Proof of Payments on Government Share and other Financial Obligations

OBSERVATIONS/FINDINGS/COMMENTS

The aforementioned FLGMA No. 12 has its Field Office situated within a lot area near the National Highway to Puerto Galera about two (2) kilometers away Southeast of Abra de Ilog Pier, However, the two thousand (2,000) hectares grazing land can be reached thru horseback riding or dump truck during summer following rough road traversing high sloping mountains approximately three (3) kilometers away Southeast from the field office.

There are four (4) major cow corrals strategically located within the FLGMA area, two (2) of which are established in the frontage or lower elevation adjacent to the cowboy's quarter purposely for the newly born and nourishing calves with maintenance in terms of food supplement until full recovery. Each corral has complete accessories such as feeding and drinking tubs.

The FLGMA Holder had undertaken pasture improvements by replanting with high yielding grasses and practicing rotation basis of grazing by systematic division into compartments thru barbed wire fences to avoid adverse effect on watershed and promote even grazing throughout the pastureland. These compartments were provided with corresponding drinking tubs for livestock use.

Consistent with soil conservation measures, the Lessee planted coconuts sporadically all throughout the grazing land because the root system having the ability to hold soil erosion without impairing grasses and other forage species.

In order to have a continuous water supply for human and livestock use, the Lessee tapped the spring from the upper portion of the pasture land down to the drinking tubs and cowboy's quarter. This spring source can adequately supply the need of the grazing land even in the peak of summer season.

The Lessee has not yet submitted to this Office any copy of the documents as requested in the letter dated April 19, 2022. The Government Share from year one (1) to year fourteen (14) had no record filed in this Office, but from March 2020 up to March 2022 the government share have been paid to this office in constant amount of eighty thousand (P80,000) pesos per year. However, as per approved FLGMA No. 12 under the terms and condition number 10, "The FLGMA Holder shall pay to the Government as Government Share the amount as prescribed in DAO 99-36. The succeeding payments shall be based on the assessment conducted in the FLGMA area by the Assessment Team. Such payment shall be made on the first month of the succeeding year. For the new Holders, the payment of user's fee shall be



Republic of the Philippines

Department of Environment and Natural Resources

MIMAROPA Region

COMMUNITY ENVIRONMENT AND NATURAL RESOURCES OFFICE National Road, Brgy. Sto. Niño, Sablayan, Occidental Mindoro

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the same as that provided under Section 28 of DAO 99-36, within the five year transitory period".

CONCLUSIONS/RECOMMENDATIONS

Based on the recent evaluation/assessment made, the performance of the Lessee is good in terms of management, development, conservation and protection of the Forestland used for grazing purposes through applications of appropriate grazing management strategies and grassland improvement schemes. However, the payment of Government Share or user's fee is not consistent with the provisions of Section 28 of DAO 99-36. Moreover, Section 29 of the same DAO states that "Failure to pay the user's fee on time shall mean a penalty of 100% of the user's fee and failure to pay for two (2) consecutive years shall be a ground for automatic cancellation of the FLGMA". Hence, it must be brought to the attention of the Lessee and must be settled amicably if he wants the area to be retained in his favor.

Further, as to the suitability of the area for Ecozone Site Development is not feasible because the elevation of the area is majority within the range of 500 meters to 700 meters above sea level (ASL) and under the category of severe erosion based on geohazard map available. Moreover, allowing the grazing area to be converted into the proposed land-use will subject the whole area to clearing and opening of roads and thereby massive soil erosion and severe destruction of the biodiversity ecosystems or habitat of wildlife living therein will be destroyed.

ATTACHMENTS

- 1. Certified copy of FLGMA No. 12
- 2. Letter to Dr. Antonio L. Tamayo (request copy of documents stipulated in the Agreement)
- 3. Sketch Map showing the relative location, area, metes and bounds of FLGMA No. 12
- 4. Map showing the Geohazard (Soil Erosion) of FLGMA No.12
- 5. Certification for Annual Rental/Payments of TJ Enterprises

For your information, record and reference.

FOR. ANASTACIO A. SANTOS, MPA

Republic of the Philippines DEPARTMENT OF ENVIRONMENT AND NATURAL REPOTE Visayas Avenue, Diliman, Quezon City FOREST LAND GRAZING MANAGEMENT AGREEMENT (FLGMA) NO. 12 UNIVERSITY OF PERPETUAL HELP RIZAL, INC. (Name of FLOMA Holder) ABRA DE ILUG, OCCIDENTAL MINDORO (Location of the Area) This Forest Land Grazing Management Agreement, made and entered into by and between the Secretary of the Department of Environment and Natural Resources, represented herein by HON, ANGELO T, REVES for and in behalf of the Republic of the 27-Philippines, hereinafter called the Secretary, and UNIVERSITY OF PERPETUAL HELP RIZAL, INC. (UPHRI) a corporation duly Registered with the Securities and Exchange Commission and with the Laws of the Republic of the Philippines, with Office address at PERPETUAL HELP MEDICAL CENTER Compound, Pampiona, Las Piñas City, represented herein by its Chairman of the Board and CEO, DR. ANTONIO L. TAMAYO hereinafter called the FLGMA HOLDER. WITNESSETH That the SECRETARY, acting under the authority of Presidential Decree No. 705, otherwise known as the Revised Forestry Code of the Philippines, as amended by Presidential Decree No. 1559, hereby agrees to devolve to the FLGMA holder the responsibility of managing 3.000.0 hectares of public forest land for grazing purposes, covering a period of TWENTY FIVE YEARS (25) years to expire on DECEMBER 31, 2031 which land is located in the Sitios of BOKTOT, URILAN and UDALO LUMANGBAYAN Municipality of ABRA DE ILOG Province of OCCIDENTAL MINDORO . Philippines, the description and boundaries of which are shown in the attached sketch which forms part of this management, agreement, subject to the following terms and conditions: The agreement herein granted shall be confined within the perimeter of the parcel of fand described herein. No other parcel of public forest land shall be ntilized by the FLGMA HOLDER without securing the prior permission of the SECRETARY. Communal forests, communal pastures, and other forests reserved for special purposes are excluded from this agreement and shall not be used even if found inside the area covered thereof. The PLGMA area is a public forest land to the best knowledge and belief of the parties herein, and accordingly, the SECRETARY shall not be responsible for any loss suffered by the FLGMA/holder in case the land is declared private property of another or otherwise reduced, modified, amended or cancelled as a result of prior and existing valid claims or interest therein. UNIVERSITY OF PERPETUAL HELP RIZAL, INC. SENR06-002789 DR. ANTONIO L. TAMAYO (CHAIRMAN OF THE BOARD & CEO) SECRETARY RICHARD'A MORAN (Willness) ROBERT JOSEPH S. MORA

SENR06-002790

10.

(Williess)

The decision of the Regional Executive Director, DENK neremaner referred to as the RED, as to the exact location and boundary of the area covered by this agreement shall be final. Except when national interest so demands and/or upon mutual consent of both the SECRETARY and the FLGMA HOLDER, the boundaries, of the area covered by this agreement shall not be altered or modified.

The SECRETARY reserves the right to permit, if public interest requires. the opening of such portions of the area, which shall not be more than ten (10) meters wide; if possible along the periphery; Provided, that the person or entity granted the right-of-way shall pay the FLGMA HOLDER a reasonable compensation for any damage to improvements, if any, occasioned by such opening.

The FLGMA HOLDER shall not impede, obstruct, or in any manner prevent the passage of legitimate licensees, lessees, permittees and/or other persons duly authorized by the SECRETARY, by virtue of the management agreement herein granted and vice-versa.

Grazing shall be confined and restricted to those portions of the FLGMA area having a slope of below 50%.

Pursuant to Presidential Decree No. 472, the FLGMA HOLDER is allowed to establish a food production area within the arable portions of the area equivalent to 10% of the total agreement area but not less than one (1) hectare nor more than twenty (20) hectares.

The FLGMA HOLDER shall undertake pasture improvements equivalent to a minimum of 10% of the agreement area. It shall be done by reseeding or replanting with high yielding grasses and legumes.

The stockings shall be in accordance with the actual grazing capacity of the area, and shall be adjusted only in accordance with the forage improvements cand development actually done, based on the latest assessment which shall be conducted every five (5) years; Provided, that the FLGMA HOLDER shall improve the existing forage to increase the capacity of the area, consistent with the soil conservation.

The FLGMA HOLDER shall pay to the Government as Government share the amount as prescribed in DAO 99-36. The succeeding payments shall be based on the assessment conducted in the FLGMA area by the Assessment Team. Such payment shall be made on the first month of the succeeding year. For the new HOLDERS, the payment of user's fee shall be the same as that provided under Section 28 of DAO 99-36, within the five-year transitory period.

UNIVERSITY OF PERPETUAL HELP RIZAL, INC.

DR. ANTONIO L. TAMAYO

CHAIRMAN OF THE BOARD & CEO

RICHARINA" MORAN (Witness)

ROBERT JOSEPH S. MORAN

(Witness)

preserve the corners and boundary lines of the FLGMA area by means or prantectives, posts, or piled stones with conspicuous marks containing the number of the management agreement and his name and/or initials. In lieu of a barbed wire fence, vegetative fence may be used provided that the trees or other vegetation so planted shall be closed enough to prevent the escape of animals from the leased area.

Any common boundary with other FLGMA HOLDER shall be jointly fenced and maintained on equal share basis, or each rancher may put up his fence parallel to and five (5) meters away from the common boundary. Boundary fences already established by prior grantee shall be respected by the FLGMA HOLDER and they shall share equally in the repair and maintenance of the said common fence-lind. Any boundary conflicts on account of improper fence alignment shall be reported to the nearest CENR Office for settlement. The fence shall not interfere with, or impede the use of the public of any road/trail crossing or adjoining the area.

The FLGMA HOLDER shall practice rotation grazing by systematic division or fencing of two (2) or more compartments in the pastureland to avoid adverse effects on watershed and other forestry value and promote even grazing of the area.

The FLGMA HOLDER may practice prescribed burning provided, that the same shall be conducted in accordance with Memorandum Order No. 98-10.164

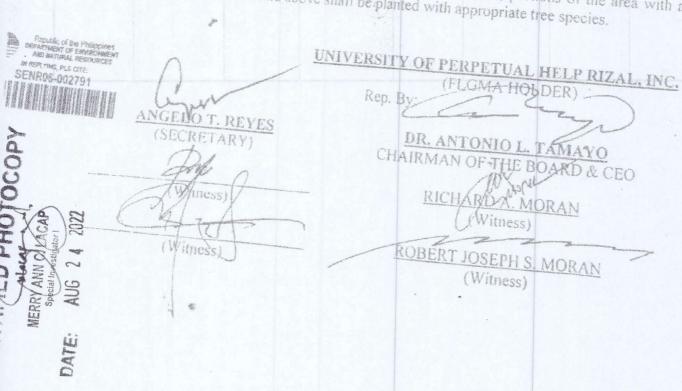
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The FLGMA HOLDER shall guarantee the free ingress and egress of the duly authorized representative of DENR for the purpose of research, monitoring, evaluation and other activities prescribed in DAO 99-36.

The FLGMA HOLDER shall cooperate with the Department of Environment and Natural Resources in the protection and conservation of the violation of the provisions of Forest Laws within the area or areas adjacent thereto:

CORTRIED

Within a maximum period of five (5) years following the schedule/timetable in the approved operational plan, portions of the area with a slope of 50% and above shall be planted with appropriate tree species.



forty (40) meters wide on both sides of creeks, rivers and streams round in the area shall be reforested and/or enriched within five (5) years from issuance hereof .

Trees found within a strip of forty (40) meters wide on both sides of 14) creeks, rivers and streams shall be preserved. No cutting of trees thereof shall be allowed. Trees found on other portions of the area may be cut only for fencing purposes.

20.

Assessment of the HLGMA area shall be undertaken every five (5) years or prior to the granting/renewal of FLGMA, to gather information about the biophysical characteristics of the area as well as to determine the appropriate Government shase while performance evaluation shall be conducted every year for a period of three (3) years for new agreement holder and periodic evaluation shall be made every two years thereafter to determine compliance of the terms and conditions of the agreement.

The FLGMA HOLDER shall submit a Five (5) Year Operations Plan and a Twenty Five (25) Year Grazing Management Plan in accordance with the prescribed outline provided thereto.

The FLGMA HOLDER shall comply with the laws governing the 77 registration of cattle and brand, and with the laws pentaining to the animal industry and regulations of the Bureau of Animal Industry.

As guaranty for the faithful performance of, and/or compliance with, the 23. Revised Forestry Code and rules and regulations issued thereunder and the terms and conditions of this management agreement and the payment of the Government share, the FLOMA HOLDER hereby files a Cash/Surety Bond in the amount of One Million pesos (P1,000,000.00) (50% Cash/50% Surety) (P500,000 Cash Bond / P 500,000 Surety Bond) and agrees that the said bond shall upon failure to fulfill the conditions and requirements herein set forth and/or made part hereof, he retained by the Republic of the Philippines to be applied, as far as it may be possible, to the satisfaction of the obligations assumed hereunder.

In every December of each Calendar Year, the FLGMA HOLDER shall submit a sworn annual report in six (6) copies to the CENR Office on all activities undertaken in the area, particularly in the implementation of the management plan, specifying the number of heads of cattle produced in the year, the present number of, and the kind and cost of improvements already introduced as of the submission of the report. Non submission of the said report shall be sufficient ground for the cancellation of the agreement box

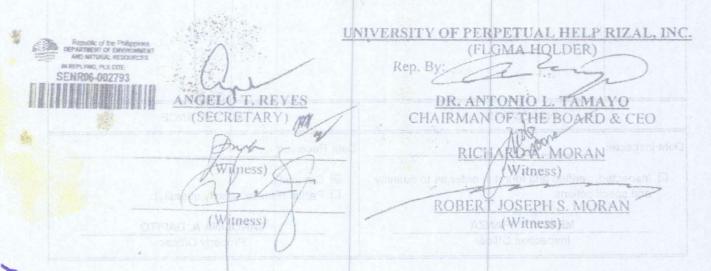
UNIVERSITY OF PERPETUAL HELP RIZAL, INC. Rep. B SENRO6-002792 TAMAYO THE NO PHOTOCOPY RICHAND'A. MORAN (Witness) ROBERT <u>JOSEPH S. MORAN</u> (Withess) (Witness)

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- 25. The FLGMA HOLDER shall not sublease the area or any portions thereof and shall not allow cattle or animals belonging to other people to graze in the area covered by this agreement.
- Upon expiration of this agreement or upon the cancellation due to infraction of its terms or violations of the revised Forestry Code or the rules and regulations issued thereunder, all permanent improvements on the area shall be forfeited in favor of the Republic of the Philippines without any obligation on the part of the SECRETARY to indemnify the FLGMA HOLDER.
- 27. In the event of violation by the FLGMA HOLDER or his duly authorized representatives, of any provisions of the Revised Forestry Code and the rules and regulations promulgated thereunder, or the other laws or regulations, or instructions now or hereafter enforced covering the protection of the forest or the FLGMA area, or of the terms of the Agreement or if the FLGMA holder or said representative commits an act tending to influence a forest officer or to induce him, directly or indirectly, to violate existing laws, rules and/or regulations, this Agreement may be cancelled by the SECRETARY.
- The heirs may file an application for the transfer of the agreement within sixty (60) days after the death of the HOLDER. Provided that they are qualified to hold an agreement and capable and willing to assume the obligation of the deceased, as provided for under Section 36 of DAO 99-36.

Additional term and condition:

29. That the lessee shall submit a Certification Precondition and/or Free and Prior Informed Consent (FPIC) from the National Commission on Indigenous People (NCIP) on or before December 31, 2016, otherwise this agreement shall become null and void.



MERRY ANN CLACAR

MERRY ANN CLACAR

Special investment

DATE: AUG 2 4 2022

VILLAMANTA COPY

MERRY ANN CLACAP Special investigator I

CERTIFIED XERGX COPY:



Republic of the Philippines

Department of Environment and Natural Resources

AlMAROPA Region

MMUNITY ENVIRONMENT AND NATURAL RESOURCES OFFICE

So. Balud, Sto. Nino, Sablayan, Occidental Mindoro 5104 Email Add: denrcsby02@gmail.com

April 19, 2022

Dr. ANTONIO L. TAMAYO

FLGMA Holder

Forest Land Grazing Management Agreement No. 12 Lumangbayan, Abra de Ilog, Occidental Mindoro

RECORDED

Dear Dr. Tamayo.

Greetings of Peace!

This pertains to the Forest Land Grazing Management Agreement (FLGMA) No. 12, made and enter into by and between the Secretary of the Department of Environment and Natural Resources and the University of Perpetual Help Rizal, Inc. (UPHRI) represented by you as the Chairman of the Board and CEO, located at Sitio Boktot, Urilan and Udalo, Barangay Lumangbayan, Abra de Ilog, Occidental Mindoro.

Based on DAO 99-36 dated August 10, 1999, the performance of the FLGMA Holder shall be reviewed and evaluated periodically to determine the compliance with the terms and condition of the agreement consistent with the requirements of protection, conservation, development and proper management of the area, as well as to monitor payments of government shares and other financial obligations related to the tenurial

In this connection, may we request file copy of all the documents stated in the agreement particularly the Sworn Annual Report, Free and Prior Informed Consent (FPIC) from the NCIP, Five (5) Year Operations Plan, Twenty Five (25) Year Grazing Management Plan, Cash/Surety Bond, Proof of Payments on Government Shares and other Financial Obligations. These documents shall serve as basis of Monitoring and Performance Evaluation of the aforementioned FLGMA and in the renewal of the agreement should you

Your utmost cooperation on this matter is highly appreciated.

Very truly yours,

FOR. ANASTACIO A. SANTOS, MPA CENR Office



Republic of the Philippines Department of Environment and Natural Resources

MIMARCPA Region

COMMUNITY ENVIRONMENT AND NATURAL RESOURCES OFFICE

Community Environment and Natural Resources

CERTIFICATION

This is to certify issuance of Official Receipt to TJ Enterprises as payment for the Annual Rental of Forest Land Grazing Management Agreement (FLGMA) situated at Brgy. Lumangbayan, Abra de Ilog, Occidental Mindoro.

OR NO.	Amount
0046123	80,000.00
7097226	80,000.00
7098191	80,000.00
7098234	80,000.00
	7097226 7098191

Issued this 5th day of April 2022.

HONEYLETH M. TINAMISAN LMØ II/Collecting Officer

read. Accounting Unit/Authorized Represen

So. Balud, Sto. Niño, Sablayan, Occidental Mindoro Email Add: cenrosablayan@denr.gov.ph

