

DEPARTMENT OF AGRICULTURE

MANUAL OF PROCEDURES FOR RIGHT-OF-WAY ACQUISITION

DECEMBER 2022



BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING
ENGINEERING PLANS, DESIGNS, AND SPECIFICATION DIVISION



Republic of the Philippines
OFFICE OF THE SECRETARY
Elliptical Road, Diliman
1100 Quezon City

December 29, 2022

Memorandum Circular

No. 50

Series of 2022

SUBJECT: REVISED GUIDELINES ON THE ACQUISITION OF RIGHT-OF-WAY, SITE, OR LOCATION FOR NATIONAL GOVERNMENT INFRASTRUCTURE PROJECTS IN THE AGRICULTURE AND FISHERIES SECTOR

WHEREAS, Republic Act No. 10752 (R.A. No. 10752) otherwise known as “The Right-of-Way Act” was enacted to ensure that all persons whose real property is affected by national government infrastructure projects are promptly paid just compensation for the expeditious acquisition of the required right-of-way (ROW), site, or location.

WHEREAS, pursuant to Section 3 of R.A. No. 10752, the term “national government projects” shall refer to all national government infrastructure projects and its public service facilities, engineering works and service contracts, including projects undertaken by the government-owned and -controlled corporations, all projects covered by the RA No. 6957, as amended by RA No. 7718, otherwise known as the “Build-Operate-and-Transfer Law”, and other related and necessary activities, such as site acquisition, supply or installation of equipment and materials, implementation, construction, completion, operation, maintenance, improvement, repair and rehabilitation, regardless of source of funding.

WHEREAS, the Department of Agriculture (DA) is implementing agri-fisheries infrastructure projects such as, but not limited to Farm-to-Market Roads (FMRs), Irrigation Facilities, Fish Ports, Public Markets, and various offices of the Department. These interventions are key investments of the Department in accomplishing its mandate of promoting agricultural development by providing public investments and support services. However, acquisition of Right-of-Way (ROW), Site, or Location for infrastructure projects, may result to loss of land, crops or structures that are significant for the smallholder families or families who are non-members of the farmer’s organization that will be supported by the project.

WHEREAS, acquisition of ROW, site, or location for agri-fishery infrastructure projects continues to be a major challenge, causing delays in the implementation of projects and underutilization of programmed funds. Thus, it is a current budget policy that all proposed infrastructure projects should have settled ROW issues prior to funding.

WHEREAS, Section 18 of the Implementing Rules and Regulations of R.A. No. 10752 (IRR of R.A. No. 10752) states that, “To provide clear, specific, and operational guidelines for the efficient acquisition of land for ROW for its infrastructure projects, each IA shall prepare and implement its own “Manual of Procedures for ROW Acquisition”.

WHEREAS, Section 24 of Republic Act No. 10601 (R.A. No. 10601) or the “Agricultural and Fisheries Mechanization (AFMech) Law” states that, “Pursuant to Section 46 of Republic Act No. 8435, otherwise known as the “Agriculture and Fisheries Modernization Act of 1997”, the Bureau of Agricultural and Fisheries Engineering (BAFE) is hereby created as a regular bureau of the DA which shall be under the supervision of the DA Undersecretary and shall have the following functions and responsibilities:



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- a. Coordinate, oversee and monitor the national planning and implementation of agri-fisheries engineering, farm-to-market road and other agri-fisheries infrastructure projects
- b. Assist in the national planning, coordination and implementation of the national agricultural and fisheries mechanization programs;
- c. Prepare, evaluate, validate and recommend engineering plans, designs and technical specifications on agri-fisheries mechanization and infrastructure projects; and
- d. Oversee and provide technical assistance to the services of the agricultural engineering divisions of the DA-Regional Field Offices (RFOs).

WHEREAS, as part of its mandates, the preparation of the Manual of Procedures for ROW Acquisition and the corresponding guidelines for its implementation was spearheaded by the BAFE, in coordination with the concerned implementing offices and units of the Department.

WHEREAS, on November 10, 2020, the DA issued the Administrative Order (AO) No. 38 which provided general guidelines on the implementation of acquisition of land for Right-of-Way, Site or Location for agri-fisheries infrastructure projects of the Department of Agriculture including the formulation of the Manual of Procedures for ROW Acquisition.

WHEREAS, in view of the implementation concerns raised by various implementing offices, the DA issued a Moratorium on AO No. 38 on October 22, 2021 which shall remain effective until further notice.

WHEREAS, to provide policy direction and uniform guidance on the procedures, documentary requirements, and organizational arrangements on the implementation of ROW acquisition activities, the DA Administrative Order No. 38, Series of 2020 was revised to include modifications on the scope of infrastructures projects eligible for the acquisition of ROW, the adoption of the Manual of Procedures for ROW Acquisition, and other provisions.

NOW THEREFORE, this Memorandum Circular is hereby issued for the adoption of the DA Revised Guidelines on the Acquisition of Right-of-Way, Site, or Location for National Government Infrastructure Projects in the Agriculture and Fisheries Sector and the Manual of Procedures for ROW Acquisition, in accordance with the provisions of RA No. 10752 and its IRR.

Section I **OBJECTIVES**

This Memorandum Circular aims to:

1. Provide policy directions relative to ROW acquisition;
2. Provide guidance on the appropriation of budget for ROW acquisition;
3. Establish institutional arrangements for the implementation of ROW acquisition; and
4. Institutionalize the adoption of the Manual of Procedures for ROW Acquisition.



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Section II

DEFINITION OF TERMS

Government Financial Institution (GFI) refers to a national government owned or controlled corporation that the Implementing Office may engage to provide property appraisal services, including estimates of the market values of the property, affected by the ROW for a project.

Implementing Agency (IA) refers to any department, bureau, office, commission, authority or agency of the national government, including any government-owned or -controlled corporation or state college or university, authorized by law or its respective charter to undertake national government projects. The DA, as a whole, is an IA.

Implementing Office (IO) refers to any of the units of the DA authorized to implement mechanization and infrastructure projects.

Independent Property Appraiser (IPA) refers to an individual or firm that may be engaged by the Implementing Office to provide property appraisal services, including estimates of the market values of the property, affected by the ROW for a project.

Right-of-Way (ROW) means a part or the entirety of a property, site or location, with defined physical boundaries, used or required by a government infrastructure project.

ROW Action Plan (ROWAP) refers to the document that defines the extent of the ROW to be acquired for a project, including, among other things, cost estimates for acquiring land, structures, crops, trees, and recommended compensation and entitlement package for owners and project-affected persons (PAPs), implementation schedule, and impact and mitigating measures for the ROW acquisition.

Site or Location refers to the land or property where the agri-fishery infrastructure project will be constructed/established.

Section III

SCOPE & LIMITATIONS

Implementing Offices/Units

Pursuant to Section 18 of the RA 9184 IRR, each IA is mandated to prepare its own Manual of Procedures for ROW Acquisition to provide clear, specific, and operational guidelines for the efficient acquisition of ROW for its infrastructure projects.

As defined in the same IRR, Implementing Agency or IA refers to any department, bureau, office, commission, authority or agency of the national government including any government-owned or controlled corporation or state college or university, authorized by law or its respective charter to undertake national government projects.



The DA is considered an implementing agency of national government infrastructure projects intended for the agriculture and fisheries sector. The DA is composed of several implementing offices which include Regional Field Offices (RFOs), bureaus, attached agencies and corporations.

In view of the above, this Memorandum Circular was developed to serve as the standard reference of the DA and all its implementing offices. However, since its implementing offices are likewise considered as an IA, they may opt to prepare their own Manual customized to their particular requirements and systems for ROW acquisition.

Types of Agri-Fishery Infrastructure Projects

Pursuant to Section 3 of the RA 10752, the term “national government projects” shall refer to all national government infrastructure projects and its public service facilities, engineering works and service contracts, including projects undertaken by the government-owned and -controlled corporations, all projects covered by the RA No. 6957, as amended by RA No. 7718, otherwise known as the “Build-Operate-and-Transfer Law”, and other related and necessary activities, such as site acquisition, supply or installation of equipment and materials, implementation, construction, completion, operation, maintenance, improvement, repair and rehabilitation, regardless of source of funding. These projects shall include, but not limited to the following:

- (1) Highways, including expressways, roads, bridges, interchanges, overpasses, tunnels, viaducts and related facilities;
- (2) Railways and mass transit facilities;
- (3) Port Infrastructure, like piers, wharves, quays, storage handling and ferry services;
- (4) Airports and air navigation facilities;
- (5) Power generation, transmission and distribution facilities;
- (6) Radio/television broadcasting and telecommunications infrastructure;
- (7) Information technology infrastructure;
- (8) Irrigation, flood control, and drainage systems;
- (9) Water and debris retention structures and dams;
- (10) Water supply, sanitation, sewerages and waste management facilities;
- (11) Land reclamation, dredging, and development;
- (12) Industrial and tourism estates;
- (13) Government School buildings, hospitals, clinics and other buildings and housing projects;
- (14) Public Markets and slaughterhouses; and
- (15) Other similar or related infrastructure works and services of the national government.

Applying the rule of statutory construction known as “Ejusdem generis” where the general words follow the enumeration of particular classes of persons or things, the general words will be construed as applicable only to persons or things of the same general nature or class of those enumerated.

On the other hand, the concept of public use or public purpose has expanded to include utility, advantage, or productivity for the benefit of the public. **“Public Use”** as a requisite for the valid exercise of the power of eminent domain refers to whatever is beneficially employed for the general welfare. Public use has now been held to be synonymous with **“public interest”**, **“public benefit”**, and **“public convenience”**.



From the definition of public purpose above, it is clear that acquisition of private property for ROW will only be applicable if there is some public advantage, convenience, or benefit involved. It should be grounded on public interest and welfare and not an unjustified interference with the property right/s of private persons.

Moreover, this Memorandum Circular will cover agri-fishery infrastructure projects that will remain in the ownership, operation, and management of the DA, as the implementing agency, and sometimes the concerned Local Government Units (LGUs) and State Universities and Colleges (SUCs) as the implementing partner of the DA. With these authorizations vested in the government, the concept of public use, interest, benefit, and convenience will still be served.

These agri-fishery infrastructure projects include, but are not be limited to the following:

1. DA Offices
 - a. Laboratory and Research Centers
 - b. Administrative Buildings
 - c. Quarantine and Checkpoint Centers
 - d. Training Centers
2. Commodity Transport Infrastructure
 - a. Farm-to-Market Road
 - b. Farm-to-Mill Road
3. Irrigation Facilities (national and communal)
 - a. Irrigation Dams
 - b. Irrigation Canals
 - c. Other appurtenant structures
4. Production/Marketing Facilities
 - a. Public Market
 - b. Fish Ports
 - c. Trading Centers/Posts
5. Other infrastructure projects that will be constructed, operated, and managed by the DA with LGUs or SUCs as implementing partners

In case the above-mentioned agri-fishery infrastructure projects will be constructed and/or installed in properties already owned by the DA/LGUs/SUCs, ROW acquisition is no longer required since no private property will be affected. Otherwise, compensations cost shall be provided to project affected persons.

Limitations

There are infrastructure projects being implemented by the DA that are given as grants to certain farmers/irrigators associations and which are intended to benefit only the grantee or a particular group of private individuals. In this case, the ownership, operation, and management will be carried out by private individuals which may opt to limit the use of grant facilities within its farmers members only. With this, the concept of public use, interest, benefit, and convenience will no longer be applicable, thus, grant projects are not covered by this issuance.

As part of the due diligence of the DA in implementing grant projects, IOs shall require the recipients (farmers or irrigators association) to acquire the property for the construction of the project through donation, sale or execute a Usufruct Agreement with the property owner for a period not less than the service life of the project.



Section IV

MODES OF ACQUISITION

As provided in Section 4 of RA No. 10752, the following are the regular modes of acquisition

a) Donation

In accordance with Section 5 of RA No. 10752 and its IRR, the IA may explore the mode of donation of the needed portion or whole of the affected property, i.e., lots with or without improvements, by the property owner concerned, which may be a private individual/corporation or a government agency/corporation.

Where feasible, the regular mode of acquisition through donation shall be first considered. This is initiated through requesting the property owner to donate the property for the implementation of agri-fisheries infrastructure projects.

b) Negotiated Sale

If donation is not feasible, negotiated sale for the acquisition of the property may be considered as the mode of acquisition. As provided in Section 6 of the IRR of RA 10752, the IA may acquire through negotiated sale the required ROW, by offering to the property owner a compensation price at the sum of the: a) the current market value of the land; b) the replacement cost of structures and improvements therein, and c) current market value of crops and trees.

c) Expropriation

According to Section 7 of the IRR of RA 10752, whenever the property owner refuses or fails to accept the price offer within thirty (30) days of the IA for negotiated sale or fails and/or refuse to submit the document necessary for payment, or when negotiation is not feasible, then the implementing agency shall initiate the expropriation proceeding by filing a verified compliant before the proper court

Other modes of acquisition may be explored and considered depending on the peculiarity of the case, which shall include but is not limited to the following:

a) Acquisition of Properties under Commonwealth Act (CA) No. 141

With accordance to Section 8 of the IRR of RA 10752, in cases of lands granted through CA No. 141, dated 07 November 1936, known as the Public Land Act, and its amendments, the IA shall:

1. Follow the other modes of acquisition enumerated in the IRR of RA 10752, if the landowner is not the original patent holder and any previous acquisition of said land is not through a gratuitous title; or
2. Follow the provisions under CA No. 141 regarding acquisition of ROW on patent lands, if the landowner is the original patent holder or the acquisition of the land from the original patent holder is through a gratuitous title.

If the government decides to exercise its right to use the ROW strip reserved for public use within the land acquired under CA No. 141, the owner is required to execute a quit claim.



b) Exchange or Barter

According to Section 9 of the IRR of RA 10752, instead of being paid with the money value of his property, the owner of a property needed for a ROW of a national government project may request the DA to exchange or barter an old abandoned government property near the project with his said property.

The IO may favorably consider this mode especially when the lot being taken is the owner's only lot subject to the provisions of relevant laws and the following conditions provided in Section 9 of the RA 10752 and its IRR.

c) Easement of Right-of-Way

In accordance to Section 10 of the IRR of RA 10752, if the portion of a lot needed for a ROW is minimal, such that the expenses for surveying or segregating that portion from the main lot would be very much more than the value of the part of the lot needed, the IO may, if the property owner agrees, resort to the mode of Easement of ROW provided under the Civil Code.

1. Acquisition of Subsurface Right-of-Way

As indicated by Section 11 of the IRR of RA 10752, when it is necessary to build, construct, or install on the subsurface or subterranean portion of private and government owned lands owned, occupied or leased by other persons, such infrastructure as subways, tunnels, underpasses, waterways, floodways, or utility facilities as part of the government's infrastructure and development project, the government or any of its authorized representatives shall not be prevented from entry into and use of such private and government lands by surface owners or occupants, if such entry and use are made more than fifty (50) meters from the surface

2. Easement of Aqueduct

This mode applies when there is a need to make the water flow through an intervening land property to make use of the said water for irrigation or improvement. Figures 8 shows the process flow of acquiring ROW using the Easement Agreement. According to Chapter 2, Section 2, Article 640 of the Civil Code, compulsory easements for drawing water or for watering can be imposed only for reasons of public use in favor of a town or village, after payment of the proper indemnity.

3. Acquisition of Land Under Ancestral Domain

Pursuant to Section 9, Article III of the 1987 Constitution, DPWH issued Department Order (D.O.) No. 43 - "Guidelines for Right-of-Way (ROW) Acquisition and Payment of Ancestral Domains affected by the Implementation of National Government Infrastructure Projects" stating that private property shall not be taken for public use without just compensation, and the recognized rights of Indigenous Cultural Communities (ICC) or Indigenous Peoples (IP)



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under Republic Act No. 8371 (R.A. No. 8371), otherwise known as "The Indigenous Peoples Rights Act (IPRA) of 1997"

d) Other Special Cases

1. ROW Acquisition of Mortgaged Properties
2. ROW Acquisition of Untitled Lands
3. ROW Acquisition wherein the Landowner is Deceased
4. ROW Acquisition wherein the Landowner is a Corporation/Partnership/ Association
5. ROW Acquisition wherein the Property is under Guardianship
6. ROW Acquisition of Lands with Attorney-in- Fact Representation
7. Acquisition of Lands when there are No Claimants
8. ROW Acquisition of Lands whose Owners have No Legal Rights
9. Outstanding ROW Claims for Completed Projects
10. Acquisition of Land Under Community Based Forest Management Agreement (CBFMA)

Section V APPROPRIATIONS

As provided by Section 15 of the RA 10752 and its IRR, the government shall provide adequate appropriations that will allow the IA to acquire the required right-of-way, site or location for national government infrastructure projects in advance of the project implementation. In order to conduct all necessary activities related to the ROW acquisition, corresponding appropriations shall be provided as enumerated below with the corresponding object of expenditure.

Expenses	Object of Expenditure
a) Cost of parcellary surveys and appraisal of properties affected by the infrastructure projects;	<ul style="list-style-type: none"> - <i>Other Maintenance and Other Operating Expenses</i> for inhouse survey/appraisal and engagement of services of GFI thru MOA - <i>Consultancy Service</i> for hiring the services of IPA/Outsourced Surveyors
b) Compensation for project-affected land, structures, crops, and trees;	<ul style="list-style-type: none"> - <i>Capital Outlay</i> (Land Outlay, Land Improvement Outlay, Other Structure Outlay)
c) Cost of development and implementation of resettlement projects.	<ul style="list-style-type: none"> - <i>Capital Outlay</i> (Land Outlay, Land Improvement Outlay, Other Structure Outlay)
d) Applicable taxes and fees (e.g. notarial fees, capital gains tax, documentary stamp tax, transfer tax, registration fees for the transfer of titles, etc.); and	<ul style="list-style-type: none"> - <i>Other Maintenance and Other Operating Expenses (Taxes, Duties, and Licenses)</i>



Expenses	Object of Expenditure
e) Administrative expenses (consultancy, professional, and administrative services) for right of-way management like preparation of deeds, transfer of titles, and annotation of deeds.	- Other Maintenance and Other Operating Expenses (<i>Other Professional Service and Consultancy Service</i>)

In order to be included in the annual DA budget proposal, an ROW Acquisition Plan (ROWAP) shall be prepared. The ROWAP contains the estimated budget for all ROW acquisitions costs including inflation and contingencies, schedule of implementation, and the areas to be acquired. To ensure that projects for implementation are shovel-ready, the following timeline is recommended:

Timeline	Activities
2 years prior to project implementation	○ Preparation of ROWAP and inclusion in the budget proposal*
1 year prior to project implementation	○ Validation of ROWAP and implementation of ROW acquisition activities**
Year of Project Implementation	○ ROW acquisition activities are already settled such as the payment of compensation price, transfer of title, and clearing of ROW

*Cost estimates may be prepared by in-house appraisers/ABEs

**Cost estimates should be prepared/reviewed/certified by GFI/IPAs

Section VI CREATION OF RIGHT-OF-WAY IMPLEMENTING UNIT

At the national level, the Bureau of Agricultural and Fisheries Engineering (BAFE) shall serve as the oversight agency in the implementation of this Memorandum Circular. For this purpose, the BAFE shall undertake the following:

- a. Ensure the implementation of the Manual of Procedures for ROW Acquisition;
- b. Ensure the creation of ROW Unit in the implementing offices/units;
- c. Review ROW acquisition process of the implementing offices/units;
- d. Monitor ROW acquisition status in the implementing offices;
- e. Recommend actions on ROW acquisition activities with concerns;
- f. Review annual budgetary estimates for ROW;
- g. Maintain database of acquired ROWs, site or location; and
- h. Facilitate the capacity building activities on ROW acquisition including appraisal and valuation, among others.

As part of the function to ensure the creation of ROW units, the BAFE shall facilitate the preparation and submission of a Rationalization Plan to the Department of Budget and Management (DBM) for the creation of an organic ROW Unit pursuant to section 5 of Executive Order No. 366, Series of 2004.



Pending the submission and approval of the Rationalization Plan, each implementing office/unit is hereby authorized to designate/create its own interim or ad hoc ROW Unit. The BAFE shall likewise consolidate the list of Contract of Service and endorse it to the DA Secretary for subsequent approval.

The ROW Unit will facilitate the acquisition of ROW, site, or location, and shall be composed of the following staff:

- a) ROW Officer/s – shall facilitate the implementation of ROW Action Plans (ROWAP).
Specifically, the ROW Officer shall:
 1. Formulate ROWAP;
 2. Review the completeness, compliance and authenticity of the ownership documents (proof of ownership Certificate of Title/Tax Declaration, Deed of Sale or Donation for the site/location including the access road, Land Classification – zoning ordinance and the processing of the transfer of ownership, and others) and to ensure that area where permanent facilities (warehouse and processing facilities) constructed are covered by sufficient security of tenure;
 3. Prepare budgetary proposal for ROW appraisal and settlement and monitoring of financial accomplishments;
 4. May serve as an in-house appraiser;
 5. Monitor the status of activities relative to ROW acquisition and recommend appropriate actions; and
 6. Ensure that the database of ROWs acquired is maintained.
- b) Institutional Development Officer (IDO) – shall facilitate preparation activities and address matters arising from Project-Affected Persons (PAPs) during the process of ROW acquisition. Specifically, the IDO shall:
 1. Facilitate social preparation including community consultations;
 2. Serve as trainer or resource person in ROW related training programs;
 3. Lead in the negotiations; and
 4. Act as Grievance Officer that shall conduct assessing, analyzing and resolving complaints and issues relating to the project at the lowest level possible.
- c) Administrative Officer/s - shall assist other members of the ROW Unit in undertaking their functions relative to management of documents and public affairs. Specifically, the Administrative Officer shall:
 1. Process legal documents required;
 2. Maintain database of ROWs acquired and all supporting documents;
 3. Prepare documentary requirements for payment of compensation costs, taxes, fees;
 4. Remit taxes and fees involved in ROW acquisition to the involved offices (BIR/LGU/Registry of Deeds);
 5. Provide administrative assistance to the unit;
 6. Record, coordinate, and track all documents prepared and received by the ROW Unit; and
 7. Check the completeness of documents prior to archiving.



- d) Legal Officer (Retainer/On-call) – shall review and recommend on all activities undertaken and legal documents prepared and received by the IO/IA relative to ROW acquisition. Specifically, the Legal Officer shall:
1. Advise the ROW Unit on the laws, rulings and regulations of RA No. 10752 and its IRR and relevant laws on Acquisition of land for ROW, site or location;
 2. Prepare and review on legal documents for the transfer of ROW;
 3. Recommend legal action relevant to Acquisition of ROW;
 4. Perform notary works of legal documents; and
 5. Validate, assess, and recommend actions on legal matters arising during ROW acquisition.

Additional tasks may be designated by the head of the implementing office as may be necessary.

The number of additional Contracts of Service for the ROW Unit will depend on the existing staffing pattern of the IO, so long as the recommended composition of the ROW unit will be completed.

If the Legal service will be hired, the acquiescence of the Office of the Solicitor General (OSG) shall be sought. On services of a legal officer, performance of notary works of the legal documents may be included in the terms of reference or contracted responsibilities. Otherwise, expenses for notary works shall be integrated in the annual budgetary requirement of the implementing office.

Likewise, pursuant to the IRR of the ROW Act, the Memorandum Circular authorizes the utilization of services of GFIs or IPAs for generating appraisal reports to serve as bases of the price offer for negotiated sale and other applicable modes of acquisition. For this purpose, the IO is also encouraged to capacitate its in-house personnel in validating such appraisal reports. Similarly, in-house appraisers were authorized to conduct valuation of agri-fishery properties or projects (buildings, crops, trees, and other improvements) located in lands categorized as agricultural, which may be used as reference of the implementing office during the budget preparation phase.

All Implementing Offices under DA shall establish its ROW Unit within a year after the effectivity of this Memorandum Circular.

Section VII

MANUAL OF PROCEDURES FOR ROW ACQUISITION

In compliance with Section 18 of the IRR of RA 10752 and to guide the IOs in the process acquiring right-of-way, site, or location prior to the implementation of agri-fisheries infrastructure projects, the attached Procedural Manual for ROW Acquisition is hereby adopted.

The Manual serves as a working guide for DA offices in the proper implementation of the ROW acquisition process for its infrastructure projects, pursuant to the provisions of the Right-of-Way Act and its IRR. Specifically, the Manual aims to:

1. Define the rules, procedures, standard documents, and templates to be used by the different DA IOs in ROW acquisition;
2. Serve as reference of property owners and other PAPs on the rules and processes in ROW acquisition, including their basic rights and obligations;



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3. Guide for the GFIs, IPAs and In-house Appraisers in determining the appropriate price offers to property owners affected by ROW acquisition; and
4. Guide other concerned government entities on the ROW aspects that entail their active participation.

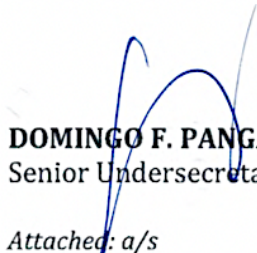
Section VIII REPEALING CLAUSE

All other previous orders, issuances, rules and regulations, or part thereof, inconsistent with or contrary to this Memorandum Circular are hereby repealed and modified accordingly.

Section IX EFFECTIVITY

This Memorandum Circular shall be effective immediately upon signing and shall remain in force until revoked in writing.

APPROVED BY:


DOMINGO F. PANGANIBAN
Senior Undersecretary

Attached: a/s



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- J. Permit to Enter
- K. Agreement to Demolish and Remove Improvements (ADRI)
- L. Agreement to Demolish, Remove, and Reconstruct Improvements (ADRRRI)

LIST OF REFERENCES

A. Main Legal Basis

- 1) Republic Act No. 10752 dated March 07, 2016, entitled “An Act Facilitating the Acquisition of Right-of-Way, Site or Location for National Government Infrastructure Projects,” or “Right-of-Way Act,” which took effect on April 03, 2016
- 2) Implementing Rules and Regulations (IRR) of the RA No. 10752

B. Other Relevant Laws

- 1) Republic Act No. 8974 “An Act to Facilitate the Acquisition of Right-of-Way, Site, or Location for National Government Infrastructure Projects and for Other Purposes”
- 2) Commonwealth Act (CA) No. 141, “Public Land Act”
- 3) RA 9184, “Government Procurement Reform Act,” and its IRR
- 4) RA 7160, “Local Government Code of 1991”
- 5) Presidential Decree (PD) No. 635, The Public Land Law
- 6) Presidential Decree (PD) No. 1067, Philippine Water Code
- 7) Republic Act No. 386 Civil Code of the Philippines

C. DA Issuances

- 1) Administrative Order No. 38, Series of 2020 – Implementation Guidelines on the Acquisition of Right-of-Way Site or Location

ACRONYMS

ADRI	Agreement to Demolish and Remove Improvements
ADRRRI	Agreement to Demolish, Remove and Reconstruct Improvements
BIR	Bureau of Internal Revenue
BSP	Bangko Sentral ng Pilipinas
CA	Commonwealth Act
CADC	Certificate of Ancestral Domain Claim
CGT	Capital Gains Tax
CLOA	Certificate of Land Ownership Award
CLUP	Comprehensive Land Use Plan
CNC	Certificate of Non-Coverage
DA	Department of Agriculture
DAS	Deed of Absolute Sale
DBM	Department of Budget and Management
DENR	Department of Environment and Natural Resources
DST	Documentary Stamps Tax
DPWH	Department of Public Works and Highways
ECC	Environmental Compliance Certificate
EIA	Environmental Impact Assessment
EIS	Environmental Impact Statement
EMP	Environmental Management Plan
EP	Emancipation Patent
GAA	General Appropriations Act
GFI	Government Financial Institution
HLURB	Housing and Land Use Regulatory Board
IPA	Independent Property Appraiser
IA	Implementing Agency
IO	Implementing Office
IRR	Implementing Rules and Regulations
LGU	Local Government Unit
LMB	Land Management Bureau
LMS	Land Management Section
MOA	Memorandum of Agreement
NAC	Net Actual Consideration
NEP	National Expenditures Program
NHA	National Housing Authority
NHI	National Historical Institute
NPAA	Network of Protected Agricultural Areas
NWRB	National Water Resources Board
OCT	Original Certificate of Title
OSG	Office of the Solicitor General
PAP	Project-Affected Person
PCM	Public Consultation Meeting
PD	Presidential Decree
PNP	Philippine National Police
RA	Republic Act
ROWAP	Right-of-Way Action Plan
ROW	Right-of-Way

RCR	ROW Completion Report
RP	Republic of the Philippines
RPT	Real Property Tax
RD	Register of Deeds
RTC	Regional Trial Court
TCT	Transfer Certificate of Title
TOR	Terms of Reference
TWG	Technical Working Group
VAT	Value Added Tax
WOP	Writ of Possession

DEFINITION OF TERMS

Appraised Value means the market value of a property as estimated by an Independent Property Appraiser or Government Financial Institution.

Agri-fisheries Infrastructure Project refers to the construction, improvement, rehabilitation, and maintenance of agri-fisheries production and postharvest facilities, farm-to-market roads, irrigation structures, and other infrastructure projects of the department. The term “Infrastructure Project” shall have the same meaning as, and shall be used interchangeably with “Project”.

BIR Zonal Valuation is an approved zonal schedule of fair market values on real property used by the Bureau Internal Revenue (BIR) as basis for the computation of internal revenue taxes.

Cadastral Map is a comprehensive land recording of the real estate or real property’s limits and boundary of a tract of land.

Capital Gains Tax (CGT) is tax imposed on the gains presumed to have been realized by the seller from the sale, exchange, or other disposition of capital assets located in the Philippines, including pacto de retro sales and other forms of conditional sale.

Certificate of Land Ownership Award (CLOA) is a document evidencing ownership of the land granted or awarded to the beneficiary by Department of Agrarian Reform (DAR) under the 1988 agrarian reform program and contains the restrictions and conditions provided for in RA 6657 and other applicable laws. RA 6657 prohibits the sale or lease of lands covered by the document for at least 10 years.

Documentary Stamps Tax (DST) is a tax on documents, instruments, loan agreements and papers evidencing the acceptance, assignment, sale or transfer of a property incident thereto.

Emancipation Patent (EP) is a proof of ownership of the beneficiary of land reform law of 1972 that is issued by the Department of Agrarian Reform (DAR). It can be the subject of a contract of sale in the exercise of one's right of ownership without violating the prohibitions embodied in Section 27 of R.A. No. 6657 (Comprehensive Agrarian Reform Law) relative to sale or disposition of awarded lands for a period of ten (10) years from their award because said provision of law solely applies to awarded lands.

Government Financial Institution (GFI) refers to a national government owned or controlled corporation that the Implementing Office may engage to provide property appraisal services, including estimates of the market values of the property, affected by the ROW for a project.

Implementing Agency (IA) refers to any department, bureau, office, commission, authority or agency of the national government, including any government-owned or -controlled corporation or state college or university, authorized by law or its respective charter to undertake national government projects. The DA, as a whole, is an IA.

Implementing Office (IO) refers to any of the units of the DA authorized to implement mechanization and infrastructure projects.

Independent Property Appraiser (IPA) refers to an individual or firm that may be engaged by the Implementing Office to provide property appraisal services, including estimates of the market values of the property, affected by the ROW for a project.

Informal Settler refers to an individual or family that does not legally own the land which it and its structure occupy.

Market Value means the price of what a willing buyer would pay a willing seller for a given property or asset, assuming that both have a reasonable knowledge of the worth of the property.

National Government Projects shall refer to all national government infrastructure projects and its public service facilities, engineering works and service contracts, including projects undertaken by the government-owned and -controlled corporations, all projects covered by the RA No. 6957, as amended by RA No. 7718, otherwise known as the “Build-Operate-and-Transfer Law”, and other related and necessary activities, such as site acquisition, supply or installation of equipment and materials, implementation, construction, completion, operation, maintenance, improvement, repair and rehabilitation, regardless of source of funding.

Original Certificate of Title (OCT) is an official state or municipal-issued document that identified the owner/s of personal/real property.

Parcellary Survey refers to the activities undertaken as part of the Detailed Engineering Design of a project to define the proposed ROW alignment and limits, the affected lots showing the name of the owners/claimants, lot numbers, and areas, and technical descriptions, and all improvements within the ROW limits.

Procurement refers to the acquisition of goods, consulting services – e.g., services of Independent **Property Appraisers and the contracting for infrastructure projects by the Implementing Office.**

Project-Affected-Persons (PAPs) refers to the people directly affected by land acquisition for a project through loss of part or all of their assets whether temporarily or permanently including land, houses, or other structures, crops/trees or other types of asset.

Project Proponent refers to the project recipient/beneficiary who proposed the project for funding, who can be represented by the concerned implementing office/unit of the subject project.

Property refers to the land affected by the ROW, and the structures, crops, and trees on the land.

Real Property Tax (RPT) is tax paid on real property owned by an individual or other legal entity.

Replacement Cost refers to the cost necessary to replace the structure affected by a ROW with a similar asset based on current market prices, i.e., with no deduction for depreciation or damage of the original asset.

Right-of-Way (ROW) means a part or the entirety of a property, site or location, with defined physical boundaries, used or required by a government infrastructure project.

ROW Action Plan (ROWAP) refers to the document that defines the extent of the ROW to be acquired for a project, including, among other things, cost estimates for acquiring land, structures, crops, trees, and recommended compensation and entitlement package for owners and project-affected persons (PAPs), implementation schedule, and impact and mitigating measures for the ROW acquisition.

ROW Unit – refers to the unit that will facilitate the acquisition of ROW including the conduct of social preparation, preparation of ROW Action Plan, parcellary and entitlement survey, verification of documents, propose budgetary estimate, facilitate payment of ROW, and processing and transfer of title for the ROW acquired.

Site or Location refers to the land or property where the agri-fishery infrastructure project will be constructed/established.

Transfer Certificate of Title (TCT) is a document issued after the title is transferred to someone from the first registered owner.

Transfer Tax is a tax imposed on the transfer of ownership or title to property from one individual or entity to another.

Writ of Possession is a writ of execution employed to enforce a judgement to recover the possession of land.

I. INTRODUCTION

1.1. RATIONALE

The implementation of government infrastructure projects in agricultural areas in the country is an essential component towards social and economic development of the agricultural sector and its players. However, in most cases, the engagement of the private sector is necessary to accelerate the completion of such projects. One of which is the acquisition of ROW for infrastructure projects which had been a tedious process as cooperation to such undertaking is not at all cases supported.

To address this issue, RA No. 10752 “An Act Facilitating the Acquisition of Right-of-Way, Site or Location for National Government Infrastructure Projects,” or “Right-of-Way Act”, was created in 2016. This Act was enacted for the purpose of acquisition of real properties needed as ROW for national government projects undertaken by any department, bureau, office, commission, authority, or agency of the national government.

National government projects, as defined by the Act, refer to all national government infrastructure projects and their public service facilities, engineering works and service contracts, including projects undertaken by government-owned and -controlled corporations and all other projects involving private sector participation and all necessary activities or projects that are intended for public use and purpose.

RA 10752 repealed the previous ROW Act (RA 8974) which aims to fast track and to simplify negotiations for ROW acquisition through offering just and attractive compensation prices to the property owners. It enables IAs to quickly adopt a market-based price without fear of audit disallowance, while ensuring that the rights of property owners and PAPs are duly protected. Moreover, as provided in Section 10 of the Act, the government is authorized to provide adequate appropriations that will allow the concerned IAs to acquire the required ROW, site or location for national government infrastructure projects prior to the project implementation.

The IRR of RA 10752 was approved by an Inter- Agency Committee on the same year it was created. In accordance with the provisions of Section 18 of its IRR, each IA shall prepare and implement its own “Manual of Procedures for ROW Acquisition” in order to provide clear, specific, and operational guidelines for the efficient acquisition of ROW for infrastructure projects.

1.2. OBJECTIVES OF THE MANUAL

The DA has promulgated this Procedural Manual in compliance with Section 18 of the IRR of RA 10752 which aims to guide its implementing offices in the process of acquiring right-of-way prior to the implementation of agricultural and fisheries infrastructure projects such as, but not limited to Farm-to-Market Roads, Irrigation Facilities, Public Market, and Fish Ports.

The Manual serves as a working guide for DA offices in the proper implementation of the ROW acquisition process for its infrastructure projects, pursuant to the provisions of the Right-of-Way Act and its IRR. Specifically, the Manual aims to:

- a. Define the rules, procedures, standard documents, and templates to be used by the different DA IOs in ROW acquisition;
- b. Identify the responsible offices/units for each of the procedures provided;
- c. Serve as reference of property owners and other PAPs on the rules and processes in ROW acquisition, including their basic rights and obligations;
- d. Guide for the GFIs, IPAs and In-house Appraisers in determining the appropriate price offers to property owners affected by ROW acquisition; and
- e. Guide other concerned government entities on procedure that require their active participation.

1.3. COVERAGE OF THE MANUAL

1.3.1. IMPLEMENTING OFFICES

Pursuant to Section 18 of the RA 9184 IRR, each IA is mandated to prepare its own Manual of Procedures for ROW Acquisition to provide clear, specific, and operational guidelines for the efficient acquisition of ROW for its infrastructure projects.

As defined in the same IRR, Implementing Agency or IA refers to any department, bureau, office, commission, authority or agency of the national government including any government-owned or controlled corporation or state college or university, authorized by law or its respective charter to undertake national government projects.

The DA is considered an implementing agency of national government infrastructure projects intended for the agriculture and fisheries sector. The DA is composed of several implementing offices which include Regional Field Offices (RFOs), bureaus, attached agencies and corporations.

In view of the above, this Memorandum Circular was developed to serve as the standard reference of all its implementing offices. However, since its implementing offices are likewise considered as an IA, they may opt to prepare their own Manual customized to the particular requirements and systems for ROW acquisition.

1.3.2. INFRASTRUCTURE PROJECTS

Pursuant to Section 3 of the RA 10752, the term “national government projects” shall refer to all national government infrastructure projects and its public service facilities, engineering works and service contracts, including projects undertaken by the government-owned and -controlled corporations, all projects covered by the RA No. 6957, as amended by RA No. 7718, otherwise known as the “Build-Operate-and-Transfer Law”, and other related and necessary activities, such as site acquisition, supply or installation of equipment and materials, implementation, construction, completion, operation, maintenance, improvement, repair and rehabilitation, regardless of source of funding. These projects shall include, but not limited to the following:

- Highways, including expressways, roads, bridges, interchanges, overpasses, tunnels, viaducts and related facilities;
- Railways and mass transit facilities;
- Port Infrastructure, like piers, wharves, quays, storage handling and ferry services;
- Airports and air navigation facilities;
- Power generation, transmission and distribution facilities;
- Radio/television broadcasting and telecommunications infrastructure;
- Information technology infrastructure;
- Irrigation, flood control, and drainage systems;
- Water and debris retention structures and dams;
- Water supply, sanitation, sewerages and waste management facilities;
- Land reclamation, dredging, and development;
- Industrial and tourism estates;
- Government School buildings, hospitals, clinics and other buildings and housing projects;
- Public Markets and slaughterhouses; and
- Other similar or related infrastructure works and services of the national government.

Applying the rule of statutory construction known as “Ejusdem generis” where the general words follow the enumeration of particular classes of persons or things, the general words will be construed as applicable only to persons or things of the same general nature or class of those enumerated.

On the other hand, the concept of public use or public purpose has expanded to include utility, advantage, or productivity for the benefit of the public. “**Public Use**” as a requisite for the valid exercise of the power of eminent domain refers to whatever is beneficially employed for the general welfare. Public use has now been held to be synonymous with “**public interest**”, “**public benefit**”, and “**public convenience**”

From the definition of public purpose above, it is clear that acquisition of private property for ROW will only be applicable if there is some public advantage, convenience, or benefit involved. It should be grounded on public interest and welfare and not an unjustified interference with the property right/s of private persons.

In view of the above, this manual will cover agri-fishery infrastructure projects that will remain in the ownership, operation, and management of the DA, as the implementing agency, and sometimes the concerned Local Government Units (LGUs) and State Universities and Colleges (SUCs) as the implementing partner of the DA. With these authorizations vested in the government, the concept of public use, interest, benefit, and convenience will still be served.

These agri-fishery infrastructure projects will include, but will not be limited to the following:

1. DA Offices
 - a. Laboratory and Research Centers
 - b. Administrative Buildings
 - c. Quarantine and Checkpoint Centers
 - d. Training Centers
2. Commodity Transport Infrastructure
 - a. Farm-to-Market Road
 - b. Farm-to-Mill Road
3. Irrigation Facilities (national and communal)
 - a. Irrigation Dams
 - b. Irrigation Canals
 - c. Other appurtenant structures
4. Production/Marketing Facilities
 - a. Public Market
 - b. Fish Ports

c. Trading Centers/Posts

5. Other infrastructure projects that will be constructed, operated, and managed by the DA with LGUs or SUCs as implementing partners.

In case the above-mentioned agri-fishery infrastructure projects will be constructed and/or installed in properties already owned by the DA/LGUs/SUCs, ROW acquisition is no longer required since no private property will be affected. Otherwise, compensations cost shall be provided to project affected persons.

1.3.2.1. TYPE OF ACQUISITION

The peculiarity of property conditions needed for the various infrastructure projects could as well dictate varying types of acquisition. Depending on the intended use of the project and its geographical location, property acquisition may either be:

1. Acquisition of right-of-way for access only;
2. Acquisition of location for the construction of the project provided that public access to the location is already available; or
3. Acquisition of right-of-way for access and location for the construction of the project.

1.3.2.2. LIMITATIONS

There are infrastructure projects being implemented by the DA that are given as grants to certain farmers/irrigators associations and which are intended to benefit only the grantee or a particular group of private individuals. In this case, the ownership, operation, and management will be carried out by private individuals which may opt to limit the use of grant facilities within its farmers members only. With this, the concept of public use, interest, benefit, and convenience will no longer be applicable, thus, these projects should not be covered by the law.

As part of the due diligence of the DA in implementing grant projects, IOs shall require the recipients (farmers or irrigators association) to acquire the property for the construction of the project through donation or sale or execute a Usufruct Agreement with the property owner for a period not less than the service life of the project.

1.3.3. MODES OF ACQUISITION

With accordance to Section 4 of RA 10752 and its IRR, the manual provides the detailed procedures on acquisition of ROW for agricultural and fisheries infrastructure projects through the following regular modes of acquisition:

- Donation,
- Negotiated Sale, or
- Expropriation Proceedings.

However, other modes of acquisition may be explored and considered depending on the peculiarity of the case, which shall include but is not limited to the following:

- Acquisition of Properties under Commonwealth Act (CA) No. 141
- Exchange or Barter
- Acquisition of Subsurface Right-of-Way
- Easement of Right-of-Way
- Acquisition through Easement of Aqueduct
- Acquisition of Public Lands or Lands under Ancestral Domain

In cases of other modes of acquisition not stated herein but are mandated by existing laws, applicable provisions of such laws shall be carried out while ensuring compliance to the provisions of the Right-of-Way Act.

1.3.4. APPROPRIATIONS

As provided by Section 15 of the RA 10752 and its IRR, the government shall provide adequate appropriations that will allow the concerned IAs/IOs to acquire the required right-of-way, site or location for national government infrastructure projects in advance of the project implementation. In order to conduct all necessary activities related to the ROW acquisition, corresponding appropriations shall be provided which shall include, but is not limited to the following:

- Cost of parcellary surveys and appraisal of properties affected by the infrastructure projects;
- Compensation for project-affected land, structures, crops, and trees;
- Cost of development and implementation of resettlement projects.
- Applicable taxes and fees (e.g. notarial fees, capital gains tax, documentary stamp tax, transfer tax, registration fees for the transfer of titles, etc.); and
- Administrative expenses (consultancy, professional, and administrative services) for right of-way management like preparation of deeds, transfer of titles, and annotation of deeds.

II. ROW ACQUISITION PROCESS

While being consistent with the provisions of RA 10752, the procedures stipulated herein are customized to the structure and system of implementation of the DA as the Implementing Agency.

2.1. ROW ACQUISITION OVERALL PROCESSFLOW

The overall process flow for the acquisition of ROW for infrastructure projects consists several processes as expressed in Figure 1. While there are several modes of acquisition available, only the three (3) regular modes of acquisition were considered in the overall process flow as shown.

III ROW ACTION PLAN PREPARATION

The ROWAP preparation stage covers activities prior to the acquisition of ROW such as the determination and inclusion of the acquisition costs in the annual budgetary requirement of the IA/IO.

ROWAP contains the estimated budget for all ROW acquisitions costs including inflation and contingencies, schedule of implementation, and the areas to be acquired. This procedure is one of the main features of the ROW Process which helps ensure that ROW acquisition costs are appropriated with necessary budget for implementation. Shown in Figure 2 is the Process Flow for the Preparation of ROWAP.

To ensure that projects for implementation are shovel-ready, the following timeline is recommended:

Timeline	Activities
2 years prior to project implementation	- Preparation of ROWAP and inclusion in the budget proposal ¹
1 year prior to project implementation	- Validation of ROWAP and implementation of ROW acquisition activities ²
Year of Project Implementation	- ROW acquisition activities are already settled such as the payment of compensation price, transfer of title, and clearing of ROW prior to implementation

¹ Cost estimates may be prepared by in-house appraisers/ABEs

² Cost estimates shall be prepared/reviewed/certified by GFI/IPAs

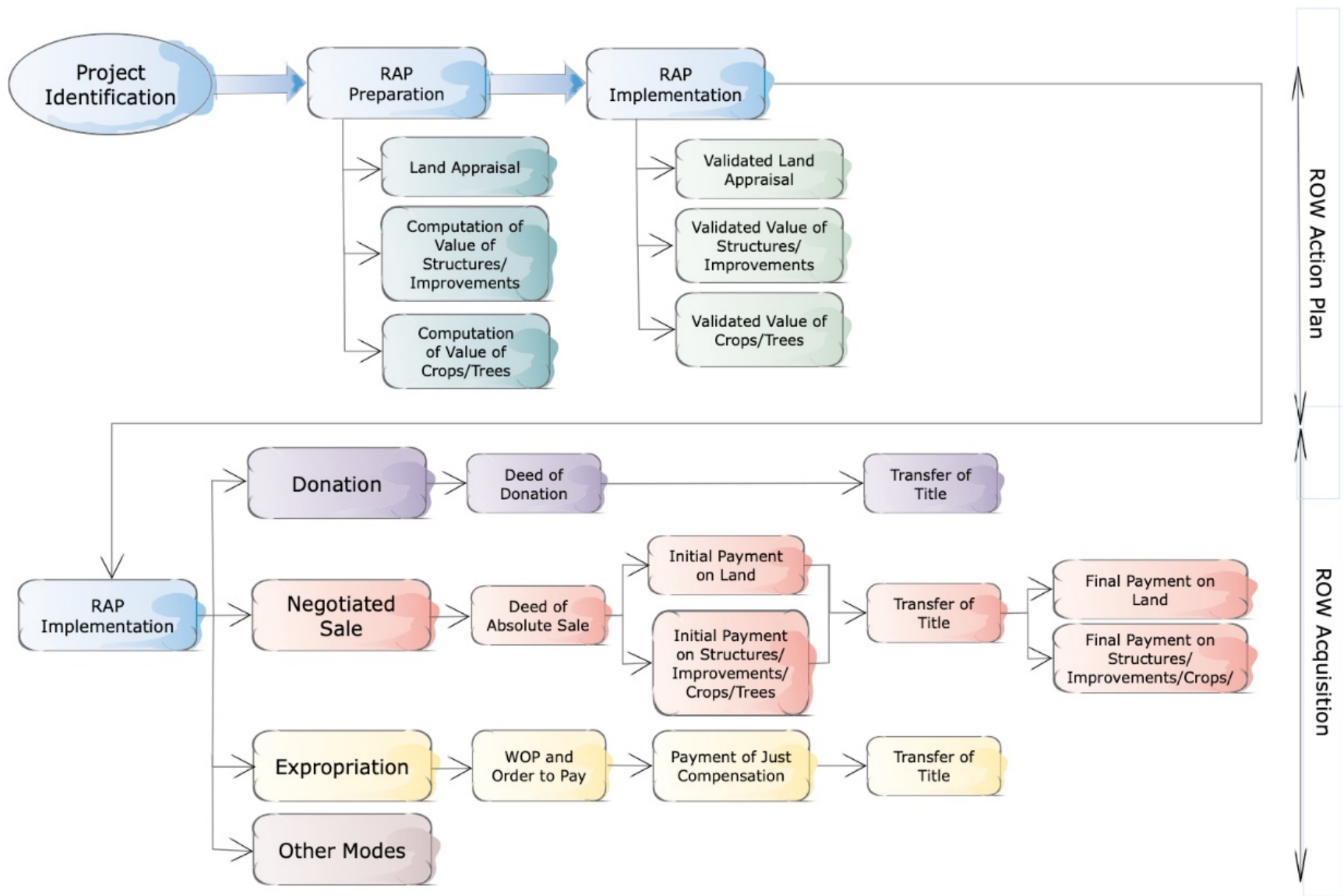


Figure 1. Overall Process Flow for ROW Acquisition

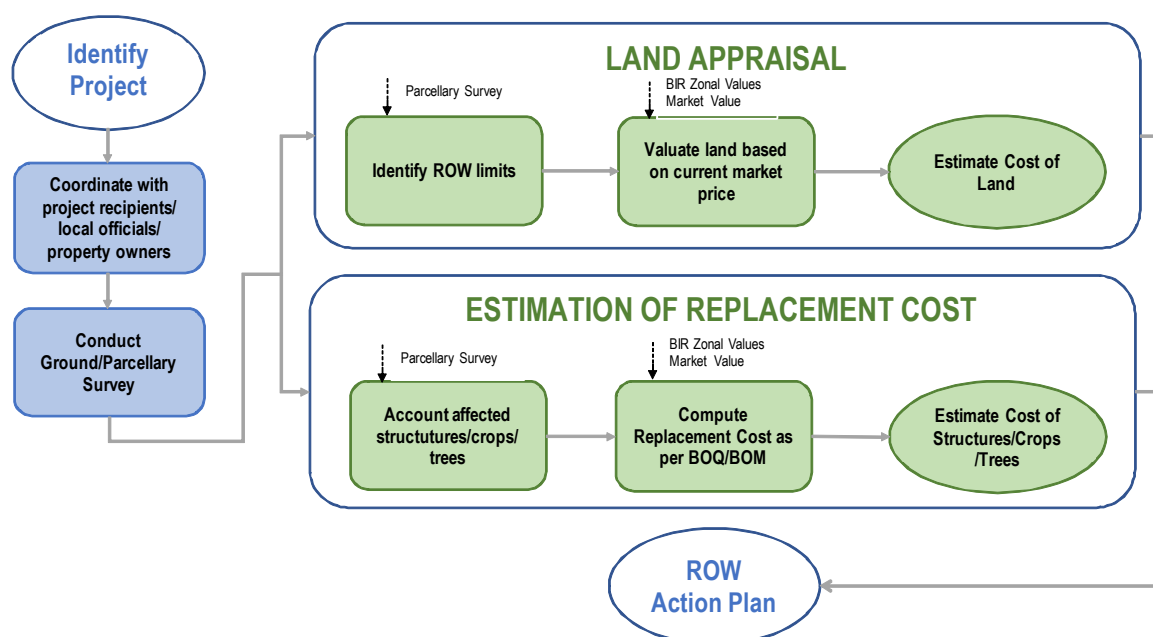


Figure 2. Process Flow for the Preparation of ROW Action Plan

Table 1. Procedures, Documents, and Timelines during Preparation of ROWAP

ACTIVITY	INPUT	OUTPUT	TIMELINE
(1) Meeting with the Local Officials	<ul style="list-style-type: none"> Letter of Intent Board Resolution Endorsement Letter/s Map of Service Area Utilization Proposal Proof of Ownership of Land 	<ul style="list-style-type: none"> List of Affected Property Owners Validated Proof of Ownership Proposed Mode of Acquisition 	Start of process
(2) Conduct of Ground/ Parcellary Survey	<ul style="list-style-type: none"> List of Affected Property Owners Validated Proof of Ownership Technical descriptions of affected lots Cadastral maps of affected land 	<ul style="list-style-type: none"> Parcellary Survey Report 	Within 30 days after conduct of meeting with local officials
(3) Land Appraisal	<ul style="list-style-type: none"> Parcellary Survey Report Latest Land Valuation Map/ Latest BIR Zonal Valuation/ Pricing of land based on tax declaration 	<ul style="list-style-type: none"> Matrix for Cost Estimates for Land 	Within 30 days after conduct of Ground/ Parcellary Survey
(4) Estimation of Replacement Cost	<ul style="list-style-type: none"> Parcellary Survey Report List of Structures/Crops/Trees Latest established market values of Structures/Crops/ Trees 	<ul style="list-style-type: none"> Matrix for Cost Estimates for Structures/Crops/ Trees 	

(5) Preparation of ROWAP Report	<ul style="list-style-type: none"> ○ List of Affected Property Owners ○ Validated Proof of Ownership ○ Proposed Mode of Acquisition ○ Parcellary Survey Report ○ Matrix for Cost Estimates for Land ○ Matrix for Cost Estimates for Structures/Crops/ Trees 	<ul style="list-style-type: none"> • Right-of-Way Action Plan (ROWAP) duly certified by the Head of ROW Unit and Head of the IA/IO 	
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IV ROW ACTION PLAN IMPLEMENTATION

4.1. Regular Modes of ROW Acquisition

4.1.1. ACQUISITION OF ROW THROUGH DONATION

According to Section 5 of the IRR of RA 10752, the IA may explore the mode of donation of the needed portion or whole of the affected property, i.e., lots with or without improvements by the property owner concerned which may be a private individual/corporation or a government agency/corporation.

If the property owner agrees to donate the property to be acquired by the IA as ROW, a deed of donation shall immediately be prepared. The deed of donation shall be simple and unconditional and contain clauses to the effect that the donation is made not to defraud the donor's creditors, and that the donor has, if necessary, reserved for himself enough property for his family's subsistence, sustenance and support in case the donor is a private individual.

The donation must be accepted by the IA, which shall be indicated in the deed.

The IA shall pay the documentary stamp tax, transfer tax and registration fees, while the donor shall pay any unpaid real property tax.

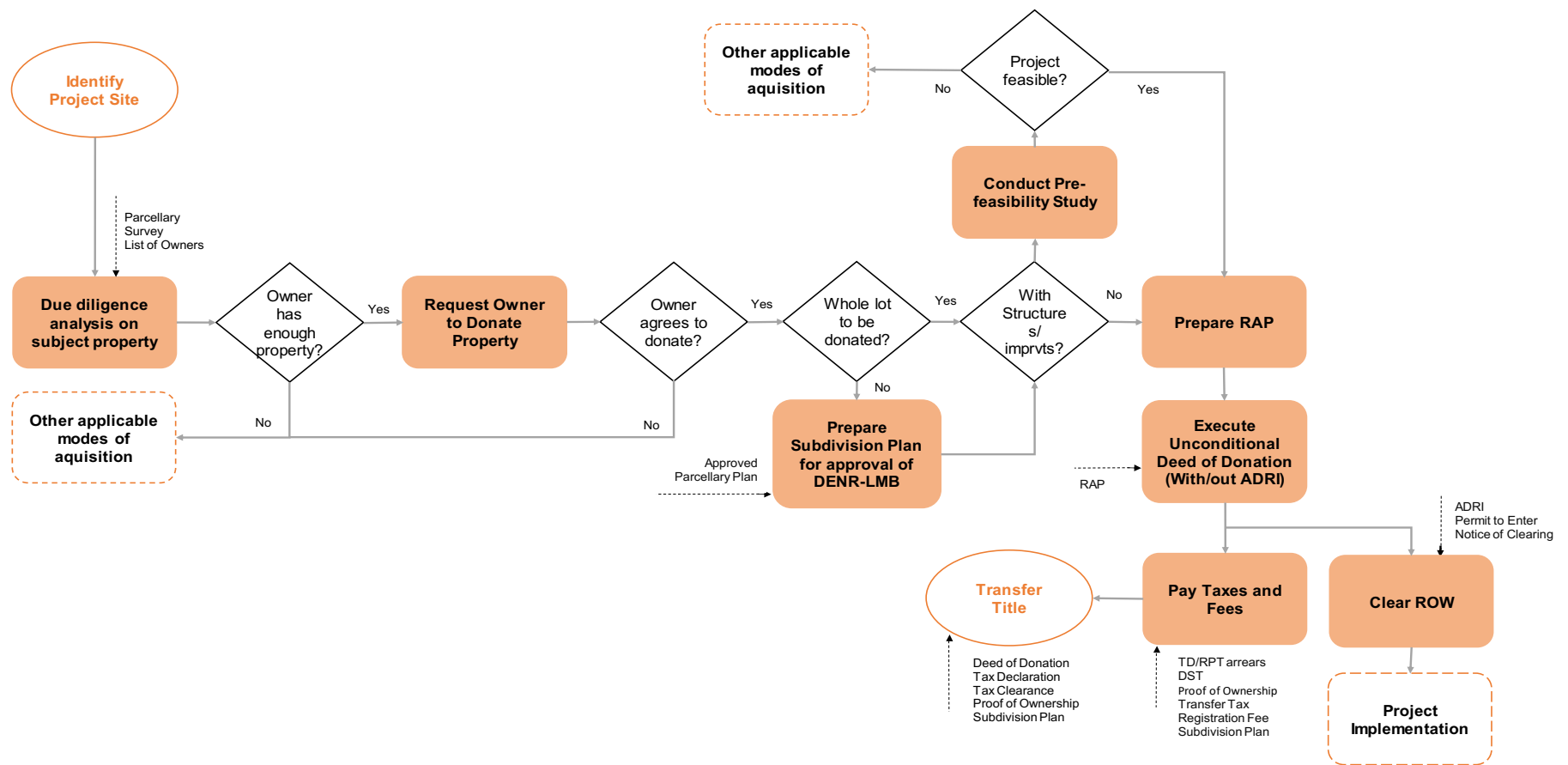


Figure 3. Process Flow for ROW Acquisition through Donation

Table 2. Procedures, Documents, and Timelines for ROW Acquisition through Donation

ACTIVITY	INPUT	OUTPUT	TIMELINE
(1) Meeting with the Local Officials	<ul style="list-style-type: none"> Letter of Intent Board Resolution Endorsement Letter/s Map of Service Area Utilization Proposal Proof of Ownership of Land 	<ul style="list-style-type: none"> List of Affected Property Owners Validated proof of ownership 	Within 30 days upon availability of the ROW Unit - Institutional Development Officer (IDO)
(2) Due Diligence Analysis on Subject Property	<ul style="list-style-type: none"> List of Affected Property Owners Validated proof of ownership 	<ul style="list-style-type: none"> Proposed Mode of Acquisition (Donation) 	
(3) Request Owner to Donate Property	<ul style="list-style-type: none"> List of Affected Property Owners Validated proof of ownership Draft Unconditional Deed of Donation 	<ul style="list-style-type: none"> Conforme from Property Owner for the Donation of Property Authenticated proof of ownership At least 2 Valid Identification Cards 	
(4) Conduct of Ground/ Parcellary Survey	<ul style="list-style-type: none"> List of Affected Property Owners Proof of Ownership of Land Technical descriptions of affected lots Cadastral maps of affected land 	<ul style="list-style-type: none"> Parcellary Survey Report 	Within 30 days after conduct of meeting with local officials and upon availability of surveyors
(5) Validation of ROWAP Plan	<ul style="list-style-type: none"> List of Affected Property Owners Validated Proof of Ownership Proposed Mode of Acquisition Parcellary Survey Report Matrix for Cost Estimates for Land Matrix for Cost Estimates for Structures/Crops/ Trees Subdivision Plan duly approved by DENR-LMB (if portion of lot to be donated) Pre-feasibility study report (for structures to be demolished) 	<ul style="list-style-type: none"> Right-of-Way Action Plan (ROWAP) duly certified by the Head of ROW Unit and Head of the IA/IO 	Within 30 days after conduct of Ground/ Parcellary Survey
(6) Execution of Unconditional Deed of Donation	<ul style="list-style-type: none"> Right-of-Way Action Plan (ROWAP) Unconditional Deed of Donation with ADRI and permit to enter and implement project Authenticated proof of ownership At least 2 Valid Identification Cards 	<ul style="list-style-type: none"> Signed and Notarized Unconditional Deed of Donation 	7 days after the approval of the ROWAP

(7) Payment of Taxes and Fees	<ul style="list-style-type: none"> ○ Parcellary Survey Report ○ Right-of-Way Action Plan (ROWAP) ○ Notarized Unconditional Deed of Donation 	<ul style="list-style-type: none"> • Tax Clearance • Tax Declaration 	15 days after notarization of Deed of Donation
(8) Transfer of Title	<ul style="list-style-type: none"> ○ Notarized Unconditional Deed of Donation ○ Tax Clearance ○ Tax Declaration ○ Authenticated Proof of Ownership 	<ul style="list-style-type: none"> • Transfer Certificate of Title (TCT) in the name of the Republic of the Philippines represented by the Head of IO/IA 	Depending on the processing timeline of the Registry of Deeds
(9) Clearing of ROW and Project Implementation	<ul style="list-style-type: none"> ○ Notarized Unconditional Deed of Donation with permit to enter and implement project ○ Agreement to Demolish and Remove Improvements (ADRI) 	-	Starts after notarization of Deed of Donation and ends depending on the implementation schedule indicated in the contract

4.1.2. ACQUISITION OF ROW THROUGH NEGOTIATION

As provided in Section 6 of the IRR of RA 10752, the IA may acquire through negotiated sale the required ROW, by offering to the property owner a compensation price in the sum of the following:

- a. the current market value of the land,
- b. the replacement cost of structures and improvements therein, and
- c. current market value of crops and trees.

To determine the price offer, the IO may procure the technical services of a GFI or an IPA. The IO may use the GFI/IPA appraisal reports, as duly validated, as one of bases of IO's price offer for negotiated sale. The IO is encouraged to develop its in-house personnel capable of validating appraisal reports.

As computed during the validation of ROWAP, an offer will be negotiated to the property owner. The property owner is given thirty (30) days from the receipt of the written offer to decide whether or not to accept the offer as payment to the acquisition of the property. If the Owner rejects the price offer or fails and/or refuses to submit the documents necessary for payments within thirty (30) days, expropriation proceedings may be initiated.

Prior to the conduct of any legal procedures for the sale of the property, the ROW Unit should have already conducted verification, validation, and authentication of the property claims involved in the ROW acquisition.

For replacement costs of structures and improvements, owners who do not have legally organized rights to the land may still be considered eligible to avail the compensation, provided that he/she is:

- a. a Filipino citizen;
- b. not a professional squatter; and
- c. do not own any real property or any housing facility in other areas.

In case of untitled lands, the Owner will be compensated using the same procedures above, provided that Owner shall present the following:

- a. Tax Declaration showing his and his predecessors' open and continuous possession of the property for at least thirty (30) years;
- b. Certification from the DENR that the land is alienable and disposable;
and
- c. Other documents that may show proof of ownership.

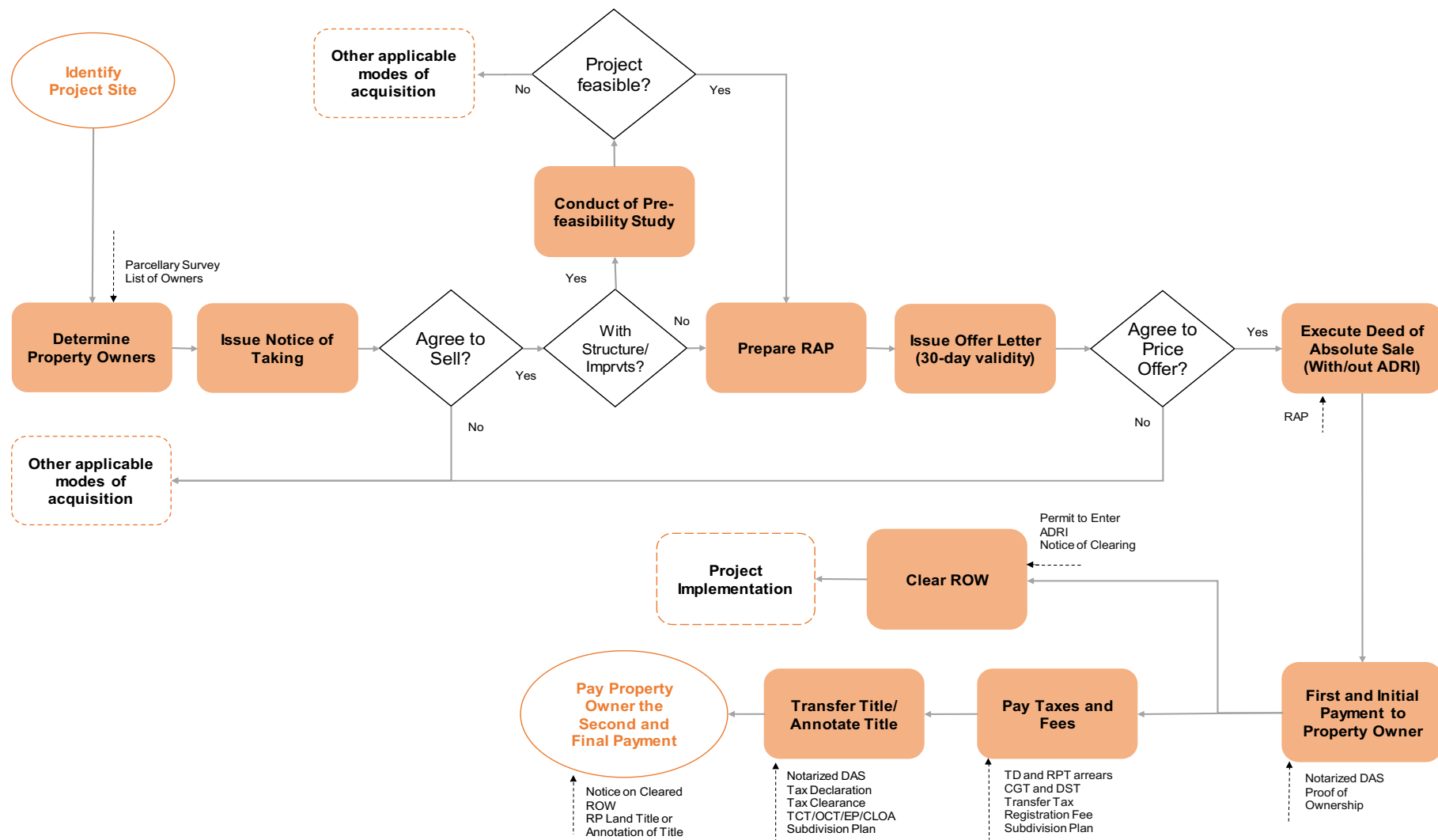


Figure 4. Process Flow for ROW Acquisition through Negotiation

Table 3. Procedures, Documents, and Timelines for ROW Acquisition through Negotiated Sale

ACTIVITY	INPUT	OUTPUT	TIMELINE
(1) Meeting with Project Proponents/ Local Officials	<ul style="list-style-type: none"> Letter of Intent Board Resolution Endorsement Letter/s Map of Service Area Utilization Proposal Proof of Ownership of Land 	<ul style="list-style-type: none"> List of Affected Property Owners Validated Proof of Ownership Proposed Mode of Acquisition (Negotiated Sale) 	Within 30 days upon availability of the ROW Unit - Institutional Development Officer (IDO)
(2) Initiation of Negotiation	<ul style="list-style-type: none"> List of Affected Property Owners Validated Proof of Ownership Notice of Taking 	<ul style="list-style-type: none"> Conforme from Property Owner for the negotiation 	
(3) Conduct of Ground/ Parcellary Survey	<ul style="list-style-type: none"> List of Affected Property Owners Validated Proof of Ownership Technical descriptions of affected lots Cadastral maps of affected land 	<ul style="list-style-type: none"> Parcellary Survey Report 	Within 30 days after conduct of meeting with local officials and upon availability of Surveyors
(4) Validation of ROWAP	<ul style="list-style-type: none"> List of Affected Property Owners Validated Proof of Ownership Proposed Mode of Acquisition Parcellary Survey Report Matrix for Cost Estimates for Land Matrix for Cost Estimates for Structures/Crops/ Trees Subdivision Plan duly approved by DENR-LMB (if portion of lot to be donated) Pre-feasibility study report (for structures to be demolished) 	<ul style="list-style-type: none"> Right-of-Way Action Plan (ROWAP) duly certified by the Head of ROW Unit and Head of the IA/IO 	Within 30 days after conduct of Ground/ Parcellary Survey and upon availability of GFI/IPA
(5) Negotiation with the Property Owner	<ul style="list-style-type: none"> Right-of-Way Action Plan (ROWAP) Offer Letter Draft Deed of Absolute Sale 	<ul style="list-style-type: none"> Signed Deed of Absolute Sale Authenticated proof of ownership At least 2 Valid Identification Cards 	Within 30 days from the issuance of Offer Letter
(6) Execution of Deed of Absolute Sale (DAS)	<ul style="list-style-type: none"> Signed DAS Authenticated proof of ownership At least 2 Valid Identification Cards 	<ul style="list-style-type: none"> Notarized DAS 	7 days after the approval of the Offer Letter

(7) First and Initial Payment to the Property Owner	<ul style="list-style-type: none"> ○ Notarized DAS ○ Authenticated proof of ownership ○ At least 2 Valid Identification Cards 	<ul style="list-style-type: none"> • Receipt of 50% payment for land • Receipt of 70% payment for structures/crops/trees 	5 days after notarization of DAS
(8) Payment of Taxes and Fees	<ul style="list-style-type: none"> ○ Parcellary Survey Report ○ Subdivision Plan ○ Notarized DAS ○ Authenticated proof of ownership ○ At least 2 Valid Identification Cards 	<ul style="list-style-type: none"> • Tax Clearance • Tax Declaration 	<p>30 days after the first and initial payment CGT payment done within 30 days after initial payment</p> <p>DST payment done within 5 days after the closing of the month when the Deed of Sale is notarized</p>
(9) Transfer/ Annotation of Title	<ul style="list-style-type: none"> ○ Notarized DAS ○ Authenticated Proof of Ownership ○ At least 2 Valid Identification Cards ○ Tax Clearance ○ Tax Declaration 	Transfer Certificate of Title (TCT)/Annotation at the back of the Tile (in case of segregation) in the name of the Republic of the Philippines represented by the Head of IO/IA	Depending on the processing timeline of the Registry of Deeds
(10) Second and Final Payment to the Property Owner	<ul style="list-style-type: none"> ○ Notarized DAS ○ TCT 	<ul style="list-style-type: none"> • Receipt of remaining 50% payment for land • Receipt of remaining 30% payment for structures/ crops/trees 	5 days after issuance of TCT
(11) Clearing of ROW and Project Implementation	<ul style="list-style-type: none"> ○ Notarized DAS with permit to enter and implement project ○ Agreement to Demolish and Remove Improvements (ADRI) 	-	Starts after notarization of Deed of Donation and ends depending on the implementation schedule indicated in the contract

4.1.3. ACQUISITION OF ROW THROUGH EXPROPRIATION

According to Section 7 of the IRR of RA 10752, whenever it is necessary to acquire real property for the ROW, site or location for any national government infrastructure through expropriation, if the property owner refuses or fails to accept the price offer within thirty (30) days of the IA for negotiated sale or fails and/or refuse to submit the document necessary for payment, or when negotiation is not feasible, then the

appropriate IA, through the Office of the Solicitor General (for national agencies), the Office of the Government Corporate Counsel (for government-owned and –controlled corporations), or their deputized government or private legal counsel, shall initiate the expropriation proceeding by filing a verified compliant before the proper court under the following guidelines:

- a) Upon the filing of the compliant or at any time thereafter, and after due notice to the defendant, the IA shall immediately deposit to the court in favor of the owner, the amount equivalent to the sum of:
 1. One hundred percent (100%) of the value of the land based on the current relevant zonal valuation of the BIR, Issued not more than three (3) years prior to the filing of the expropriation complaint, subject to Section 7(c) of the IRR of RA 10752;
 2. The replacement cost at the current market value of the improvements and/or structures as determined by:
 - a. the IA;
 - b. a GFI with adequate experience in property appraisal; and
 - c. an IPA accredited by the BSP
 3. The current market value of crops and trees located within the property as determined by the government financial institution or an independent property appraiser to be selected as indicated in Section 6 of the IRR of RA 10752.

Upon compliance with the above guidelines, the court shall immediately issue an order to take possession of the property to the IA which shall start the implementation of the project.

If within seven (7) working days after the deposit to the court of the amount equivalent to the sum under items (a)(1) to (a)(3) of Section 7 of the IRR of RA 10752, and the court has not issued to the IA a writ of possession for the affected property, the counsel of the IA shall immediately seek from the court the issuance of the writ of possession, The court shall immediately issue the writ of possession ex parte; no hearing shall be required.

The court shall release the said amount to the owner upon presentation of sufficient proofs of ownership.

- b) In case the owner of the property cannot be found, is unknown, or is deceased in cases where the estate has not been settled, after exerting due diligence, or there are conflicting claims over the ownership of the property and improvements and/or structures thereon, the IA shall deposit the amount

equivalent to the sum under items (a)(1) to (a)(3) of Section 7 of the IRR of RA 10752 to the court, for benefit of the person to be adjudged in the same proceeding as entitled thereto.

Upon compliance with the above guidelines, the court shall immediately issue to the IA an order to take possession of the property.

If within seven (7) working days after the deposit with the court of the amount equivalent to the sum under items (a)(1) to (a)(3) of Section 7 of the IRR of RA 10752, the court has not issued to the IA a writ of possession for the affected property, the counsel of the IA shall immediately seek from the court the issuance of the writ of possession.

The court shall release the said amount to the person adjudged in the same expropriation proceeding as entitled thereto.

- c) In provinces, cities, municipalities and other areas where there is no land classification, the city or municipal assessor is hereby mandated within the period of sixty (60) days from the date of filing of the expropriation case, to come up with the required land classification and the corresponding declaration of real property and improvement for the area. In provinces, cities, municipalities, and other areas where there is no zonal valuation, or where the current zonal valuation has been in force for more than three (3) years, the BIR is mandated within the period of sixty (60) days from the date of filing of the expropriation case, to conduct a zonal valuation for said area, based on the land classification done by the city or municipal assessor.
- d) With reference to item (a)(1) of Section 7 of the IRR of RA 10752, in case the completion of a government infrastructure project is utmost urgency and importance, and there is no land classification or no existing zonal valuation of the area concerned or the zonal valuation has been in force for more than three (3) years, the IA shall use the BIR zonal value and land classification of similar lands within adjacent vicinity as the basis for the valuation.
- e) In any of the cases in items (a) to (d) of Section 7 of the IRR of RA 10752, upon its receipt of the writ of possession of the property and start the implementation of the project.

- f) In the event that the owner of the property contests the IA's proffered value, the court shall determine the just compensation to be paid the owner within (60) days from date of filing of the expropriation case. When the decision of the court becomes final and executory, the IA shall pay the owner the difference between the amount already paid and the just compensation as determined by the court.
- g) With regard to the taxes and fees relative to the transfer of the titles of the property to the Republic of the Philippines through expropriation proceeding, the IA shall pay the DST, transfer taxes under RA No. 7160 and registration fees, while the owner shall pay the CGT, any unpaid real property tax, and all other applicable taxes under the law.

The owner shall pay the CGT to the BIR within thirty (30) days after the judgment in the expropriation case had become final and executory. The IA shall also pay the DST within five (5) days after the close of the month when the judgment in the expropriation case had become final and executory.

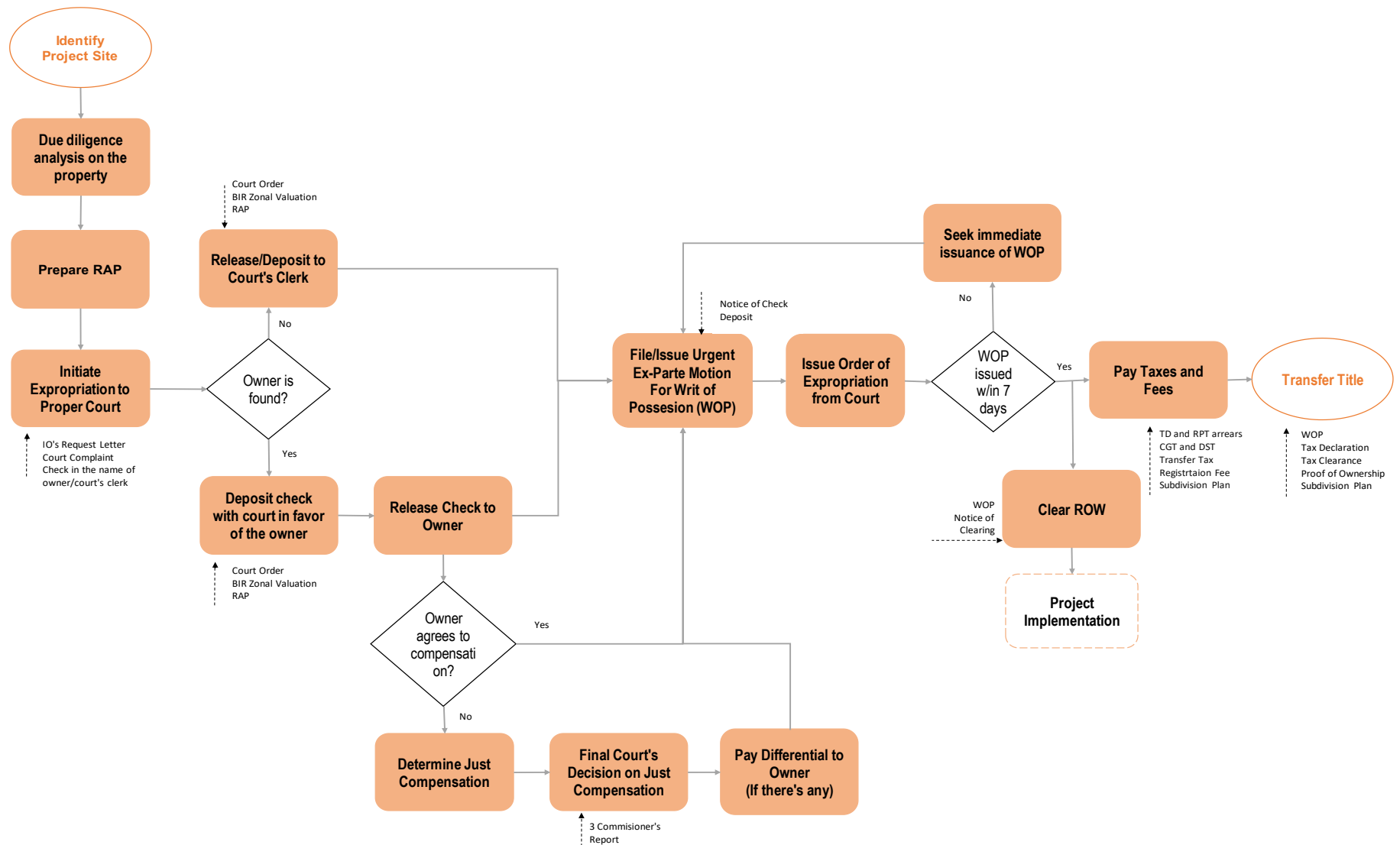


Figure 5. Process Flow for ROW Acquisition through Expropriation

Table 4. Procedures, Documents, and Timelines for ROW Acquisition through Expropriation

ACTIVITY	INPUT/OUTPUT	OUTPUT	TIMELINE
(1) Due Diligence Analysis on Subject Property	<ul style="list-style-type: none"> Report on the failure of negotiation/Report on Conflicting Claims/Report on Non-Claim Other applicable reports where negotiation will not be feasible 	<ul style="list-style-type: none"> Proposed Mode of Acquisition (Expropriation) 	30 days after declaration of failure/ non-feasibility of negotiation
(2) Initiation of Expropriation Proceedings	<ul style="list-style-type: none"> List of Affected Property Owners Validated Proof of Ownership Validated report on non-feasibility of negotiation 	<ul style="list-style-type: none"> Complaint Letter/Request for Expropriation to the proper court 	
(3) Issuance and Deposit of Check	<ul style="list-style-type: none"> List of Affected Property Owner/s (Clerk of the proper court in case the land has no claimant) 	<ul style="list-style-type: none"> Check amounting to 100% of value of land and replacement costs for structures/crops/trees 	Depending on the processing timeline of the Court
(4) Determination of Just Compensation (in case the property owner does not agree on price offer)	<ul style="list-style-type: none"> 3 commissioners' report on just compensation 	<ul style="list-style-type: none"> Court Order to Pay 	Depending on the processing timeline of the Court
(5) Payment to the Property Owner	<ul style="list-style-type: none"> Court Order to Pay Owner Authenticated proof of ownership At least 2 Valid Identification Cards Tax Declaration Tax Clearance 	<ul style="list-style-type: none"> Receipt of 100% payment for land and/or structures/crops/trees 	7 days upon issuance of Court Order to Pay
(6) Filing of Urgent Ex-Parte Motion	<ul style="list-style-type: none"> Receipt of 100% payment for land and/or structures/crops/trees 	<ul style="list-style-type: none"> Writ of Possession (WOP) 	7 days upon payment and filing of urgent ex-parte motion
(7) Payment of Taxes and Fees	<ul style="list-style-type: none"> Parcellary Survey Report Subdivision Plan Notarized DAS Authenticated proof of ownership - At least 2 Valid Identification Cards 	<ul style="list-style-type: none"> Tax Clearance Tax Declaration 	<p>30 days after the first and initial payment</p> <p>CGT payment done within 30 days after initial payment</p> <p>DST payment done within 5 days after the closing of the month when the Deed of Sale is notarized</p>

(8) Transfer of Title	<ul style="list-style-type: none"> o Notarized DAS o Authenticated Proof of Ownership o At least 2 Valid Identification Cards o Tax Clearance o Tax Declaration 	Transfer Certificate of Title (TCT) in the name of the Republic of the Philippines represented by the Head of IO/IA	Depending on the processing timeline of the Registry of Deeds
(9) Clearing of ROW and Project Implementation	<ul style="list-style-type: none"> o Notarized DAS with permit to enter and implement project o Agreement to Demolish and Remove Improvements (ADRI) 	-	Starts after notarization of Deed of Donation and ends depending on the implementation schedule indicated in the contract

4.2. Other Modes of ROW Acquisition

4.2.1. ACQUISITION OF ROW THROUGH EXCHANGE OR BARTER

According to Section 9 of the IRR of RA 10752, instead of being paid with the money value of his property, the owner of a property needed for a ROW of a national government project may request the government to exchange or barter an old abandoned government road or other government property near the project with his said property. The IA may favorably consider this mode, subject to the provisions of relevant laws and the following conditions:

- a. The exchange shall be done on a “value-for-value” basis, i.e., the properties being exchanged are equivalent to market value or price;

**If values of properties to be exchanged are not comparable, the size of the abandoned road/government lot to be exchanged should be adjusted, in such a way that their values would become almost equivalent.*

- b. If the government property to be exchanged with the private property was originally donated by a previous owner, the donation must be verified to ensure that there is no condition which prohibits the government from disposing it to other private persons. If the said government property was originally acquired through sale, the previous owner shall have the first priority to re-acquire the property if required by law or by the contract or deed of sale;

**If the Deed of Donation states that the property shall be reverted to its owner/heirs once the government lot is abandoned, then the said property will not be eligible for exchange, unless the former owners concur with the arrangement.*

*** In case of Deed of Absolute, IO shall inform the former owner that his property will be disposed, and that he, as the original owner, has the first priority to re-acquire said property (as provided in Section 9 of RA 10752-IRR). If he decides to re-acquire the said property, then it would become ineligible for exchange. If he declines, then a waiver should be prepared to indicate so.*

- c. Owners of property whose land abut the said abandoned government property shall not be deprived of access, i.e., egress or ingress; and
- d. The private property owner and the IA which are parties to the exchange or barter agreement shall be subject to applicable CGT and DST in accordance with BIR rules and regulations.

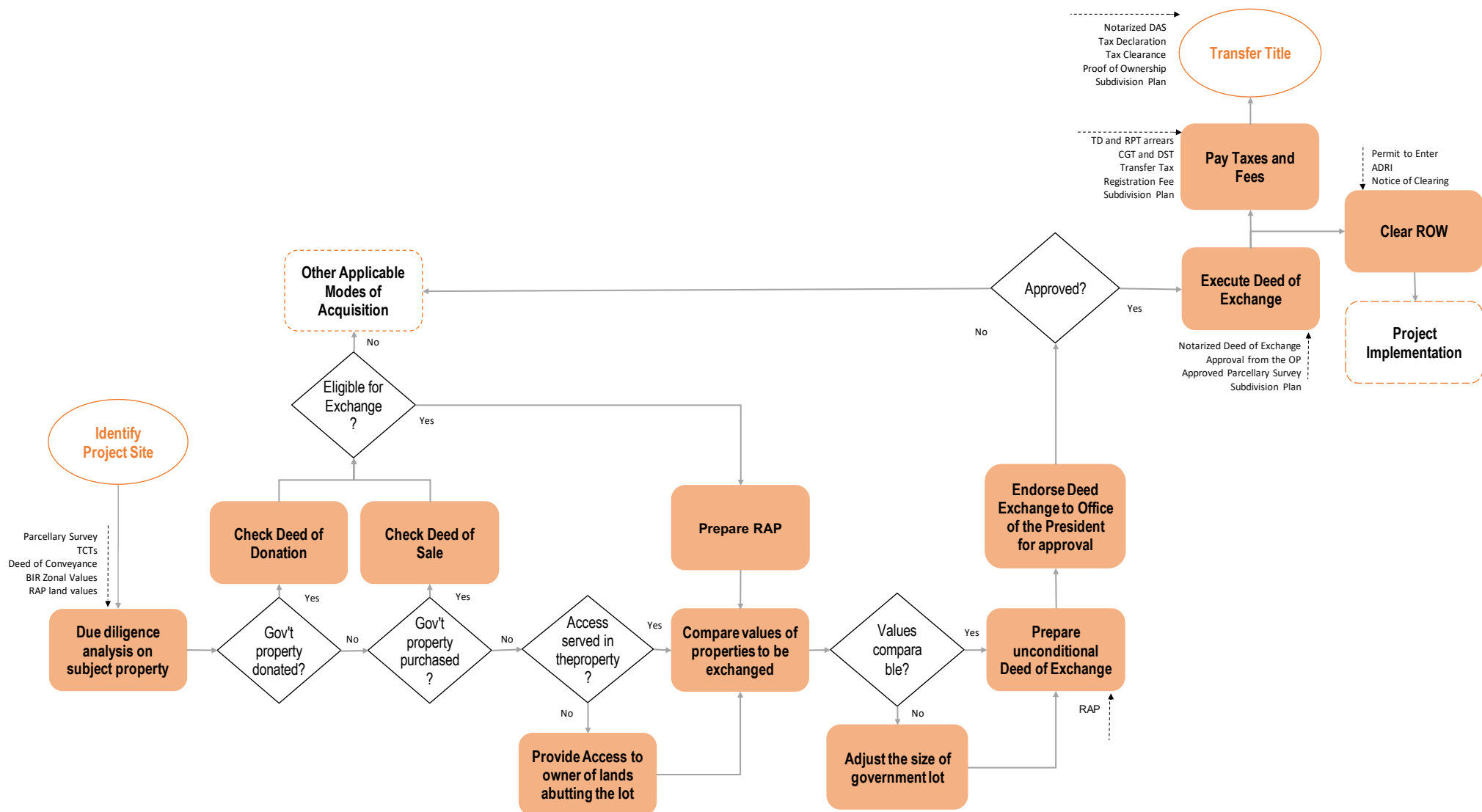


Figure 6. Process Flow for ROW Acquisition through Exchange

Table 5. Procedures, Documents, and Timelines for ROW Acquisition through Exchange

ACTIVITY	INPUT	OUTPUT	TIMELINE
(1) Meeting with Project Proponents/ Local Officials	<ul style="list-style-type: none"> Letter of Intent Board Resolution Endorsement Letter/s Map of Service Area Utilization Proposal Proof of Ownership of Land 	<ul style="list-style-type: none"> List of Affected Property Owners Validated Proof of Ownership 	Within 30 days upon availability of the ROW Unit - Institutional Development Officer (IDO)
(2) Due Diligence Analysis on Subject Property	<ul style="list-style-type: none"> List of Affected Property Owners Validated Proof of Ownership/Deed of Conveyance 	<ul style="list-style-type: none"> Proposed Mode of Acquisition (Exchange of Properties) 	
(3) Initiation of Exchange	<ul style="list-style-type: none"> List of Affected Property Owners Validated Proof of Ownership/Deed of Conveyance Draft Easement Agreement 	<ul style="list-style-type: none"> Conforme from Property Owner for the exchange 	
(4) Conduct of Ground/ Parcellary Survey	<ul style="list-style-type: none"> List of Affected Property Owners Validated Proof of Ownership Technical descriptions of affected lots Cadastral maps of affected land 	<ul style="list-style-type: none"> Parcellary Survey Report 	Within 30 days after conduct of meeting with local officials and upon the availability of the Surveyors
(5) Preparation of ROWAP Report	<ul style="list-style-type: none"> List of Affected Property Owners Validated Proof of Ownership Proposed Mode of Acquisition Parcellary Survey Report Matrix for Cost Estimates for Land Matrix for Cost Estimates for Structures/Crops/ Trees Subdivision Plan duly approved by DENR-LMB (if portion of lot to be donated) Pre-feasibility study report (for structures to be demolished) 	<ul style="list-style-type: none"> Right-of-Way Action Plan (ROWAP) duly certified by the Head of ROW Unit and Head of the IA/IO 	Within 30 days after conduct of Ground/ Parcellary Survey and upon the availability of the GFI/IPA
(6) Negotiation for Exchange	<ul style="list-style-type: none"> Right-of-Way Action Plan (ROWAP) Matrix for Cost Estimates for 	<ul style="list-style-type: none"> Signed Easement Agreement Authenticated proof of ownership 	Within 30 days from the negotiation for the exchange of properties

	<ul style="list-style-type: none"> ○ Lands/Properties to exchanged ○ Easement Agreement 	<ul style="list-style-type: none"> • At least 2 Valid Identification Cards 	
(7) Approval of the President	<ul style="list-style-type: none"> ○ Signed Easement Agreement ○ Authenticated proof of ownership ○ At least 2 Valid Identification Cards ○ 	<ul style="list-style-type: none"> • Notice of Approval from the Office of the President 	Depending on the processing timeline of the Office of the President
(8) Execution of Easement Agreement	<ul style="list-style-type: none"> ○ Signed Easement Agreement ○ Authenticated proof of ownership ○ At least 2 Valid Identification Cards 	<ul style="list-style-type: none"> • Notarized Easement Agreement 	7 days after signing of the Easement Agreement
(9) Payment of compensations costs for structures/crops/trees	<ul style="list-style-type: none"> ○ Notarized Easement Agreement ○ Authenticated proof of ownership ○ At least 2 Valid Identification Cards 	<ul style="list-style-type: none"> • Receipt of 100% payment for structures/crops/trees 	5 days after notarization of agreement
(10) Payment of Taxes and Fees	<ul style="list-style-type: none"> ○ Parcellary Survey Report ○ Subdivision Plan ○ Notarized DAS ○ Authenticated proof of ownership ○ At least 2 Valid Identification Cards 	<ul style="list-style-type: none"> • Tax Clearance • Tax Declaration 	<p>30 days after the first and initial payment</p> <p>CGT payment done within 30 days after initial payment</p> <p>DST payment done within 5 days after the closing of the month when the Deed of Sale is notarized</p>
(11) Transfer of Title	<ul style="list-style-type: none"> ○ Notarized DAS ○ Authenticated Proof of Ownership ○ At least 2 Valid Identification Cards ○ Tax Clearance ○ Tax Declaration 	Transfer Certificate of Title (TCT) in the name of the Republic of the Philippines represented by the Head of IO/IA	Depending on the processing timeline of the Registry of Deeds
(12) Clearing of ROW and Project Implementation	<ul style="list-style-type: none"> ○ Notarized DAS with permit to enter and implement project ○ Agreement to Demolish and Remove Improvements (ADRI) 	-	Starts after notarization of Deed of Donation and ends depending on the implementation schedule indicated in the contract

4.2.2. ACQUISITION OF ROW THROUGH EXECUTION OF QUIT CLAIM

With accordance to Section 8 of the IRR of RA 10752, in cases of lands granted through CA No. 141, dated 07 November 1936, known as the Public Land Act, and its amendments, the IA shall:

- a. Follow the other modes of acquisition enumerated in the Act and IRR, if the landowner is not the original patent holder and any previous acquisition of said land is not gratuitous title; or
- b. Follow the provisions under CA No. 141 regarding acquisition of ROW on patent lands, if the landowner is the original patent holder or the acquisition of the land from the original patent holder is through gratuitous title.

With respect to paragraph (b) above, under the provisions of CA No. 141, particularly Section 112, a ROW strip not exceeding 20 meters in width within the land acquired under that law is reserved by the government for public use with damaged to improvements only. CA No. 141 was amended by the Presidential Decree (PD) No. 635, dated 07 January 1975, which increased the ROW strip reserved for public use to width not exceeding 60 meters.

If the government decides to exercise its right to use the ROW strip reserved for public use within the land acquired under CA No. 141, the owner is required to execute a quit claim. The IA shall then take possession of the property affected by the ROW without any compensation to the owner for the land, but shall pay the owner the cost of the damages for the improvements within that land equivalent to their replacement cost as determined in accordance with Section 6.6 of the IRR of RA 10752. If the owner refuses or is unable to issue a quit claim, the concerned government officials responsible for the implementation of projects are authorized to immediately take possession of the portion of property subject of the lien, as the need arises and upon due notice to the owner. This is without prejudice to the IA resorting to appropriate proceeding to acquire immediate possession of the property.

PD No. 1381 also allows the government to utilize the reserved ROW strip for temporary buildings for Resident and/or Project Engineers needed in the prosecution of an infrastructure project. Once the infrastructure project is completed and the temporary buildings used by the Resident/Project Engineers are no longer needed, the possession of the portion of property used for the building shall revert to the title holders.

The IA shall extend financial assistance to property owner in accordance with the provisions of Executive order No. 1035, series of 1985.

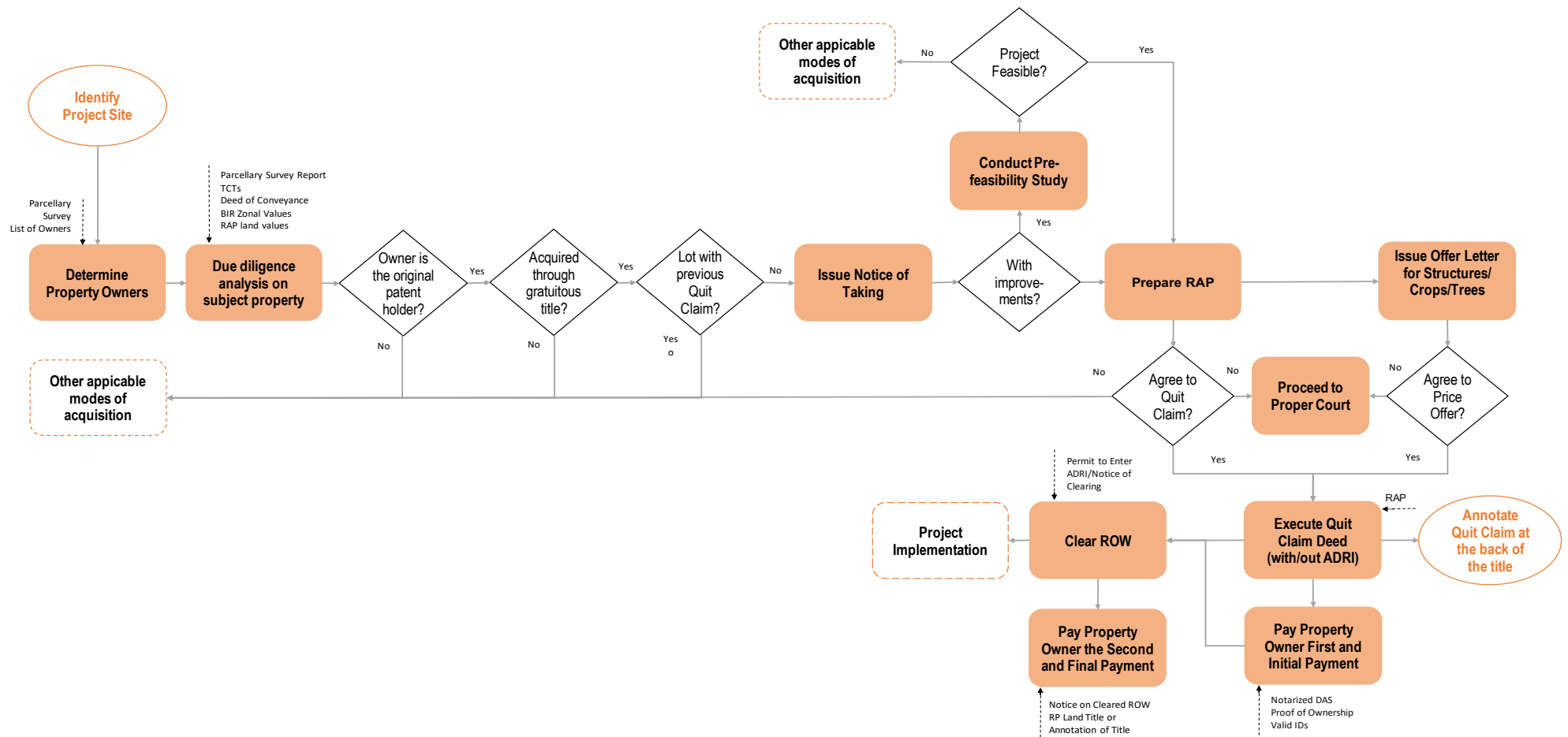


Figure 7. Process Flow for ROW Acquisition through Execution of Quit Claim

Table 6. Procedures, Documents, and Timelines for ROW Acquisition through Quit Claim

ACTIVITY	INPUT	OUTPUT	TIMELINE
(1) Meeting with Project Proponents/ Local Officials	<ul style="list-style-type: none"> Letter of Intent Board Resolution Endorsement Letter/s Map of Service Area Utilization Proposal Proof of Ownership of Land 	<ul style="list-style-type: none"> List of Affected Property Owners Validated Proof of Ownership 	Within 30 days upon availability of the ROW Unit - Institutional Development Officer (IDO)
(2) Due Diligence Analysis on Subject Property	<ul style="list-style-type: none"> List of Affected Property Owners Validated Proof of Ownership/Deed of Conveyance 	<ul style="list-style-type: none"> Proposed Mode of Acquisition (Exchange of Properties) 	
(3) Initiation of Quit Claim	<ul style="list-style-type: none"> List of Affected Property Owners Validated Proof of Ownership/Deed of Conveyance Notice of Taking 	<ul style="list-style-type: none"> Conforme from Property Owner for the exchange 	
(4) Conduct of Ground/ Parcellary Survey	<ul style="list-style-type: none"> List of Affected Property Owners Validated Proof of Ownership Technical descriptions of affected lots Cadastral maps of affected land 	<ul style="list-style-type: none"> Parcellary Survey Report 	Within 30 days after conduct of meeting with local officials and upon the availability of Surveyors
(5) Validation of ROWAP	<ul style="list-style-type: none"> List of Affected Property Owners Validated Proof of Ownership Proposed Mode of Acquisition Parcellary Survey Report Matrix for Cost Estimates for Land Matrix for Cost Estimates for Structures/Crops/ Trees Subdivision Plan duly approved by DENR-LMB (if portion of lot to be donated) Pre-feasibility study report (for structures to be demolished) 	<ul style="list-style-type: none"> Right-of-Way Action Plan (ROWAP) duly certified by the Head of ROW Unit and Head of the IA/IO 	Within 30 days after conduct of Ground/ Parcellary Survey and upon the availability of GFI/IPA
(6) Execution of Quit Claim	<ul style="list-style-type: none"> Quit Claim Deed Authenticated proof of ownership At least 2 Valid Identification Cards 	<ul style="list-style-type: none"> Signed and Notarized Quit Claim Deed 	7 days after Approval of ROWAP

(7) First and Initial Payment to the Property Owner	<ul style="list-style-type: none"> ○ Notarized Quit Claim Deed ○ Authenticated proof of ownership ○ At least 2 Valid Identification Cards 	<ul style="list-style-type: none"> • Receipt of 70% payment for structures/crops/trees 	5 days after notarization of deed
(8) Clearing of ROW and Project Implementation	<ul style="list-style-type: none"> ○ Notarized Quit Claim Deed ○ Agreement to Demolish and Remove Improvements (ADRI) 	-	Starts after notarization of Deed of Donation and ends depending on the implementation schedule indicated in the contract
(9) Second and Final Payment to the Property Owner	<ul style="list-style-type: none"> ○ Notarized Quit Claim Deed 	<ul style="list-style-type: none"> • Receipt of remaining 30% payment for structures/ crops/trees 	5 days after completion of ROW Clearing

4.2.3. ACQUISITION OF ROW THROUGH EASEMENT OF RIGHT-OF-WAY

In accordance to Section of 10 of the IRR of RA 10752, if the portion of a lot needed for a ROW is minimal, such that the expenses for surveying or segregating that portion from the main lot would be very much more than the value of the part of the lot needed, the IA may, if the property owner agrees, resort to the mode of Easement of ROW provided under the Civil Code.

Under this mode, a ROW easement agreement shall be executed by the property owner and the IA whereby the former will grant the latter the right to use the affected portion of the lot as ROW, but the owner retains ownership of that portion of the lot.

The IA shall pay the owner the value of that portion of the lot based on the existing zonal valuation declared by the BIR. In addition, the IA shall compensate the property owner the replacement cost of any improvements and structures on the land affected by the ROW in accordance with Section 6.6 of the IRR of RA 10752. Entry by the IA to the acquired property may be affected upon full payment of the value of the property. The IA may engage the services of an IPA to determine the amount of the easement to be paid. The mode of ROW acquisition through easement agreement may also be used in government agency-to-agency transactions, including those involving government-owned and controlled corporations.

The IA shall cause the registration of all ROW easement agreement with the Register of Deeds concerned within ten (10) days from the date of their execution. The Register of Deeds shall annotate on the respective titles the agreements within seven (7) days from receipts thereof.

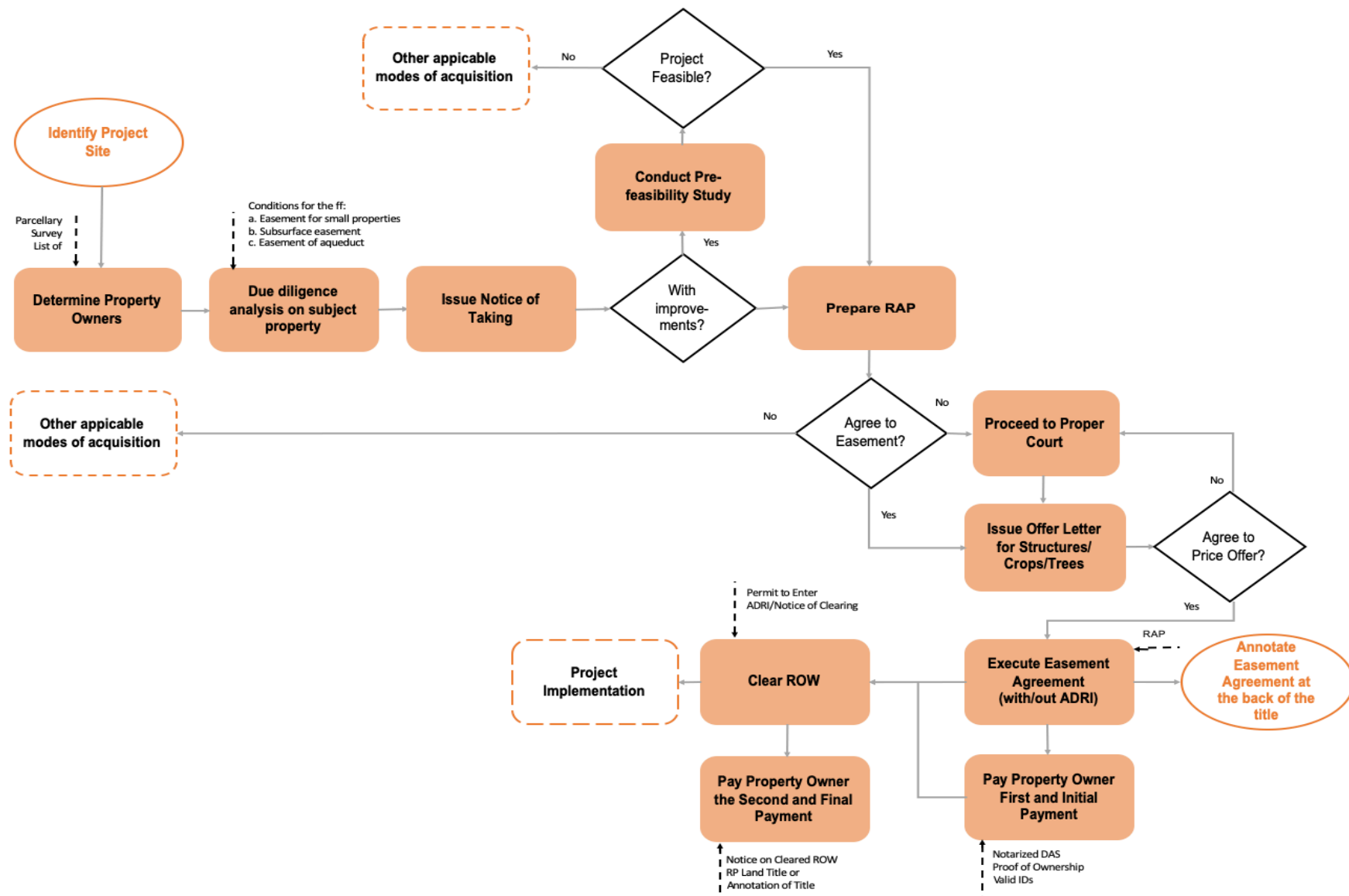


Figure 7. Process Flow for ROW Acquisition through Easement Agreement

Table 7. Procedures, Documents, and Timelines through Easement Agreement

ACTIVITY	INPUT	OUTPUT	TIMELINE
(1) Meeting with Project Proponents/ Local Officials	<ul style="list-style-type: none"> Letter of Intent Board Resolution Endorsement Letter/s Map of Service Area Utilization Proposal Proof of Ownership of Land 	<ul style="list-style-type: none"> List of Affected Property Owners Validated Proof of Ownership 	Within 30 days upon approval of NEP
(2) Due Diligence Analysis on Subject Property	<ul style="list-style-type: none"> List of Affected Property Owners Validated Proof of Ownership/Deed of Conveyance Technical description of site or location to be acquired (depth ≥ 50 meters) 	<ul style="list-style-type: none"> Proposed Mode of Acquisition <ul style="list-style-type: none"> a) Subsurface Easement b) Easement of Aqueduct c) Easement Agreement for Lands under Ancestral Domain 	
(3) Initiation of Easement	<ul style="list-style-type: none"> List of Affected Property Owners Validated Proof of Ownership/Deed of Conveyance Notice of Taking 	<ul style="list-style-type: none"> Conforme from Property Owner for the exchange 	
(4) Preparation of ROWAP Report	<ul style="list-style-type: none"> List of Affected Property Owners Validated Proof of Ownership Proposed Mode of Acquisition Parcellary Survey Report Matrix for Cost Estimates for Land Matrix for Cost Estimates for Structures/Crops/Trees Subdivision Plan duly approved by DENR-LMB (if portion of lot to be donated) Pre-feasibility study report (for structures to be demolished) 	<ul style="list-style-type: none"> Right-of-Way Action Plan (ROWAP) duly certified by the Head of ROW Unit and Head of the IA/IO 	Within 30 days after conduct of Ground/ Parcellary Survey
(5) Execution of Easement Agreement	<ul style="list-style-type: none"> Easement Agreement Authenticated proof of ownership At least 2 Valid Identification Cards 	<ul style="list-style-type: none"> Signed and Notarized Easement Agreement 	7 days after Approval of ROWAP

(6) First and Initial Payment to the Property Owner	<ul style="list-style-type: none"> ○ Notarized Easement Agreement ○ Authenticated proof of ownership ○ At least 2 Valid Identification Cards 	<ul style="list-style-type: none"> • Receipt of 70% payment for structures/crops/trees 	5 days after notarization of deed
(7) Annotation of Agreement at the Back of the Title	<ul style="list-style-type: none"> ○ Notarized Easement Agreement ○ Authenticated Proof of Ownership ○ At least 2 Valid Identification Cards ○ Tax Clearance ○ Tax Declaration 	<ul style="list-style-type: none"> • Proof of Ownership of the land with annotation of the agreement at the back 	Depending on the processing timeline of the Registry of Deeds
(8) Clearing of ROW and Project Implementation	<ul style="list-style-type: none"> ○ Notarized Easement Agreement ○ Agreement to Demolish and Remove Improvements (ADRI) 	-	Starts after notarization of Deed of Donation and ends depending on the implementation schedule indicated in the contract
(9) Second and Final Payment to the Property Owner	<ul style="list-style-type: none"> ○ Notarized Easement Agreement 	<ul style="list-style-type: none"> • Receipt of remaining 30% payment for structures/ crops/trees 	5 days after completion of ROW Clearing

4.2.3.1. ACQUISITION OF SUBSURFACE RIGHT-OF-WAY

As indicated by Section 11 of the IRR of RA 10752, when it is necessary to build, construct, or install on the subsurface or subterranean portion of private and government owned lands owned, occupied or leased by other persons, such infrastructure as subways, tunnels, underpasses, waterways, floodways, or utility facilities as part of the government's infrastructure and development project, the government or any of its authorize representatives shall not be prevented from entry into and use of such private and government lands by surface owners or occupants, if such entry and use are more than fifty (50) meters from the surface.

The IA shall duly consult with and notify the affected property owners of any acquisition of subsurface right-of-way needed for the infrastructure projects.

If the national government project involves underground works within a depth of fifty (50) meters from the surface, the IA may undertake the mode of acquisition in the following order:

- a. Negotiate with property owner a perpetual easement of ROW for the subterranean portions of his property required by the project; and

- b. Offer to acquire from the property owner the affected portion of the land, including the affected structures, improvements, crops and trees therein in accordance with the provisions of the Act.

To assist the IA in determining (a) the appropriate price offer for the perpetual easement of the ROW under Section 11a of the IRR of RA 10752 or (b) the appropriate price offer for the entire affected land including structures, improvement, crops and trees under Section 11b of the IRR of RA 10752, the IA may engage the services of a GFI or an IPA, in accordance with the procedure provided in Section 6 of the IRR of RA 10752. The easement price under Section 11a of the IRR of RA 10752 shall be twenty percent (20%) of the market price of the land.

The IA shall follow the other rules for negotiated sale provided in Section 6 of the IRR of RA 10752.

4.2.3.2. ACQUISITION THROUGH EASEMENT OF AQUEDUCT

This mode applies when there is a need to make the water flow through an intervening land property to make use of the said water for irrigation or improvement. Figures 8 shows the process flow of acquiring ROW using the Easement Agreement. According to Chapter 2, Section 2, Article 640 of the Civil Code, compulsory easements for drawing water or for watering can be imposed only for reasons of public use in favor of a town or village, after payment of the proper indemnity, provided that the IA/IO will:

- a. Prove that the water can be disposed and sufficient use for what it is intended;
- b. Propose the Right-of-Way in the most convenient and the least burden to the property owner; and
- c. Compensate the owner of servient state in the manner determined by the laws and regulations.

Moreover, according to Articles 644-647 of the Civil Code, the following shall apply:

- a. The easement of aqueduct for private interest cannot be imposed on buildings, courtyards, annexes, or outhouses, or on orchards or gardens already existing.
- b. The easement of aqueduct does not prevent the owner of the servient estate from closing or fencing it, or from building over the aqueduct in such manner as not to cause the latter any damage or render necessary repairs and cleanings impossible.

- c. For legal purposes, the easement of aqueduct shall be considered as continuous and apparent, even though the flow of water may not be continuous as it depends on the need the dominant estate.
- d. One who for the purpose of irrigating or improving his estate, has to construct a stop lock or sluice gate in the bed of the stream from which the water is to be taken, may demand that the owners of the banks permit its construction, after payment of damages, including those caused by the new easement to such owners and to the other irrigators.

With accordance to Section 31 of the Water Code of the Philippines and its amended IRR, all easements of the public use prescribed for the banks or rivers and the shores of seas and lakes shall be reckoned from the line reached by the highest flood which does not cause inundation or the highest equinoctial tide whichever is higher. Any construction or structure that encroaches into such easement shall be ordered removed by the Board in coordination with DPWH, LGU or appropriate government agency.

4.2.3.3. ACQUISITION OF LAND UNDER ANCESTRAL DOMAIN

Pursuant to Section 9, Article III of the 1987 Constitution, DPWH issued Department Order (D.O.) No. 43 – “Guidelines for Right-of-Way (ROW) Acquisition and Payment of Ancestral Domains affected by the Implementation of National Government Infrastructure Projects” stating that private property shall not be taken for public use without just compensation, and the recognized rights of Indigenous Cultural Communities (ICC) or Indigenous Peoples (IP) under Republic Act No. 8371 (R.A. No. 8371), otherwise known as "The Indigenous Peoples Rights Act (IPRA) of 1997"

As stated in the D.O. No. 43, easement of right-of-way is the most convenient and practicable mode for the acquisition of ancestral domains among the modes of ROW acquisition mentioned in Republic Act No. 10752. Under the mode of acquiring easement of right-of-way, upon execution of ROW easement agreement, the owner will grant the Implementing Agency the right to use the affected portion of the lot as ROW but the owner retains the ownership thereof, which is consistent/compatible with the nature of the ancestral domains as community property of ICCs and IPs that cannot be sold, disposed or destroyed, and guarantees their right to return to their ancestral domains in case the Implementing Agency will no longer need the land for Agri-Infrastructure Projects.

4.3. Special Cases

4.3.1. ROW ACQUISITION OF MORTGAGED PROPERTIES

In case of mortgaged properties which may still not be available upon the preparation of Deed of Absolute Sale, the release of the property from mortgage is required before the execution of a Negotiated Sale. The following procedures should apply:

1. Obtain copy of mortgage documents; mortgage property should be settled first by the owner to proceed for negotiation. Then, prior to issuance of letter offer or within 30 days from issuance of letter offer.
2. Otherwise, proceed to Expropriation Proceedings.

4.3.2. ROW ACQUISITION OF UNTITLED LANDS

In case of untitled lands, which could be further verified through obtaining official statements from the Registry of Deeds certifying that land is indeed untitled, the IO may execute a Deed of Absolute Sale with the apparent owner of the property provided that proof of ownership can be established upon submission of the ff documents:

1. Tax Declaration for Land, with Official Receipt (OR), from the Office of the Assessor showing his and his predecessors' open and continuous possession of the property for at least thirty (30) years;
2. Certification from the DENR-LMB that the land is alienable and disposable.
3. Other documents that may show proof of ownership.

In case of failure of the apparent owner to establish ownership over the land, but where improvements are introduced thereon, consider the apparent property owner for compensation for the improvements subject to Section 6.8 of the IRR of RA 10752.

4.3.3. ROW ACQUISITION WHEREIN THE LANDOWNER IS DECEASED

In case that the owner of the lot to be acquired is be found to be deceased, the heirs shall be required to consolidate their ownership of the property either thru court proceedings or through an extra-judicial settlement subject to the provisions of Rule 74 of the Rules of Court. Once consolidated, ROW

acquisition may proceed through either of the available modes depending on the interest and decision of the heirs. Obtaining a copy of the Court Proceedings or Extra-Judicial Settlement is necessary.

4.3.4. ROW ACQUISITION WHEREIN THE LANDOWNER IS A CORPORATION/PARTNERSHIP/ASSOCIATION

In case that the landowner of the lot to be acquired is found to be a corporation/partnership, authorization of representatives to enter into an agreement with the IO shall be required. As per Ministry Order 65, series of 1983, a certified copy of the notarized Board Resolution and Secretary's Certificate shall be issued, authorizing any of the officers in case of a Corporation and the Managing Partner in case of Partnership, to execute the corresponding Deed of Conveyance. Once the authorization is validated, ROW acquisition may proceed through either of the available modes depending on the interest and decision of the authorized officials.

4.3.5. ROW ACQUISITION WHEREIN THE PROPERTY IS UNDER GUARDIANSHIP

In case that the landowner of the lot to be acquired is found to be under Guardianship or Administratorship, a Letter of Administratorship and/or Guardianship shall be required as part of the Deed of Conveyance, which should be first approved by the proper court before it is perfected. Once executed, ROW acquisition may proceed through either of the available modes depending on the interest and decision of the landowner through its Administrator/Guardian.

4.3.6. ROW ACQUISITION OF LANDS WITH ATTORNEY-IN- FACT REPRESENTATION

In case that the landowner of the lot to be acquired is found to be represented by an Attorney-in- Fact, a corresponding Special Power of Attorney (SPA) shall be executed and be made an integral part of the Deed of Conveyance. In case the property owner is residing outside the country, the SPA shall be duly attested by the Philippine Consulate of the country where the owner is located. Once executed, ROW acquisition may proceed through either of the available modes depending on the interest and decision of the landowner through its representative.

4.3.7. ACQUISITION OF LANDS WHEN THERE ARE NO CLAIMANTS

In case that the land to be acquired is found to have no claimant, it is necessary to notify the public that the land is subject to expropriation proceedings, through publishing an announcement through a national newspaper once a week for three (3) consecutive weeks and posting in 3 conspicuous places in the province/city/municipality where the property is located.

- a. If a claimant heeds to the publication, obtain the necessary proofs of ownership and proceed to either of the available modes of ROW acquisition depending on the interest and decision of the claimant;
- b. If no claimant appears after the publication period, expropriate the property in the name of John/Jane Doe. See the procedures for the Expropriation Proceedings.

ROW acquisition shall only commence after the public notification and the land still appears to have no claimant.

4.3.8. ROW ACQUISITION OF LANDS WHOSE OWNERS HAVE NO LEGAL RIGHTS

The provisions of Section 6.6 of the IRR of RA 10752 pertaining to the replacement cost of structures and improvements shall also apply to all owners of structures and improvements shall also apply to all owners of structures and improvements who do not have legally recognized rights to the land, and who meet all of the following criteria:

- a. Must be a Filipino citizen;
- b. Must not own any real property or any other housing facility, whether in an urban or rural area;
- c. Must not be a professional squatter or a member of a squatting syndicate, as defined in RA 7279, otherwise known as the "Urban Development and Housing Act of 1992."; and
- d. Must not occupy an existing government ROW.

As defined in RA 7279, Squatting Syndicate refers to a group of persons engaged in the business of squatter housing for profit or gain. The term shall not apply to individuals or groups who simply rent land and housing from

professional squatters or squatting syndicates. “Professional Squatters” shall then refer to:

- a. Individuals or groups who occupy lands without the express consent of the landowner and who have sufficient income for legitimate housing, as identified by the proper Local Inter-Agency Committee (LIAC) with the assistance of the Urban Poor Affairs Office (UPAO); or
- b. Persons who have previously been awarded home lots or housing units by the Government but who sold, leased or transferred the same to settle illegally on a different home lot or housing unit but in the same place or in another urban area, and non-bona fide occupants and intruders of lands reserved for socialized housing.

To complement the four criteria mentioned in the first paragraph of its Section 6.8 of the IRR of RA 10752, the owner and occupant of the structure or improvement must show a proof of ownership of the structure/improvement, e.g., a certification from the Barangay concerned.

With regard to informal settler families who are classified as underprivileged and homeless citizens as defined in RA No. 7279 and not qualified under the above criteria, entitlement for relocation pursuant to RA No. 7279 in accordance with Section 14 of RA 10752-IRR shall be considered.

4.3.9. OUTSTANDING ROW CLAIMS FOR COMPLETED PROJECTS

With accordance to Section 6.11 of the IRR of RA 10752, also accordance with Section 5 of the Act, the provisions of Section 6.1 of the IRR of RA 10752 shall also apply to outstanding claims for right-of-way payments, except that the amount to be the price at the time of taking of the property, including legal interest until fully paid, subject to the transitory provision in Section 19 of the IRR of RA 10752.

4.3.10. ACQUISITION OF LAND UNDER COMMUNITY BASED FOREST MANAGEMENT AGREEMENT (CBFMA)

In case of lands subjected to tenurial security as provided by the Community Based Forest Management Agreement (CBFMA) with the DENR, provisions of the said agreement shall be reviewed and complied during ROW acquisition activities. Additional requirements as per agreement or during coordination with concerned offices shall be secured prior to ROW acquisition.

V MANAGEMENT OF ROW

5.1 Preparation of ROW Acquisition Completion Report

Once the acquired lands have been cleared of all structures, other improvements, and utilities, the ROW Status Report shall be prepared within 30 days, by the ROW and noted by the Head of the implementing office. The ROW Unit shall archive the report in the ROW database including the following attachments:

- a. ROWAP
- b. Parcellary Survey Report
- c. TCTs in the name of the Government
- d. Other Attachments such as court proceedings (for expropriated properties, copies of the ADRI, and other pertinent documents)

5.2 Management of Titles of Acquired ROWs

Upon the transfer of ownership of acquired lands in the name of the Republic of the Philippines (Implementing Office/Agency), a copy of the title shall be secured from the Registry of Deeds. Important title information such as but not limited to the technical descriptions, area of property, location, and other pertinent data shall be incorporated in the ROW Database for archiving and future referencing. The Records Division and the ROW Unit shall certify the correctness of the scanned copies before sending the original documents to the National Archive.

For monitoring purposes, scanned copies should also be submitted to the IA through the BAFE. The BAFE shall then develop and maintain a database of acquired ROWs of the DA as the implementing agency.

5.3 Monitoring of Acquired ROWs

The procedures on proper management of ROWs will be applicable to both existing and newly acquired lands or properties. To ensure sustainable monitoring of ROWs, preparation of reports is encouraged. Monthly Report on Management of ROW shall include full disclosure of the field situation, actions taken to address problems (if any), the result of these actions, and description on the status of the ROW, in terms of encroachment. Inclusion of photographs of problem areas is also necessary to properly document the report.

In case of informal settling within acquired ROWs, the following activities may be undertaken:

- a. Validation of the observed encroachment through verification of proof of ownership, checking if settlers are occupying a portion within the limits of the ROW as per As-built ROW Plan,
- b. Documentation of the observed encroachments or informal settling;
- c. Request for assistance to the corresponding LGU in eliminating such unlawful encroachments;
- d. Issuance of official notification to informal settlers providing them at most thirty (30) days to vacate the property;
- e. Coordination with the PNP for scheduling of demolition;

In executing eviction or demolition involving “underprivileged and homeless citizens”, provisions as stipulated in Urban Development and Housing Act of 1992, otherwise known as R. A. 7279 shall be complied with.

Prior to the conduct of the above-stated activities, preparation of an ROW Management and Action Plan (RMAP) for clearing the ROW is necessary. The RMAP must include the following:

- a. Received copies of all communications (notices, letters, etc.) sent to the encroachers;
- b. Photographs of encroaching structures with captions indicating the exact location of the structure such as lot number, street name, barangay, city/municipality;
- c. Map/Plan showing the boundaries of the ROW and indicating the encroached portions;
- d. Summary of actions taken;
- e. Proof of coordination with proper authorities such as the LGUs, NHA, etc. such as letters, MOAs, MOUs;
- f. Planned schedule for demolishing and clearing the ROW;
- g. For “legal” encroachments, request property owner for copies of title/tax declaration, and attach these to the RMAP.

VI PROCEDURES FOR SUB-PROCESSES

6.1. Appraisal Services of GFIs and IPAs

As provided in Section 6.2 of the IRR of R.A. 10752, the IO may engage the services of either a GFI or an IPA in determining the appropriate price offer for the acquisition of ROW through negotiated sale.

6.1.1. ENGAGEMENT OF SERVICES OF GFIS AND IPAS

A. Use of GFIs and IPAs

To determine the appropriate price offer for the acquisition of ROW through negotiated sale, the IO may engage the services of either of the following, taking into consideration efficiency, economy and the need of the IO to facilitate the implementation of government infrastructure projects:

- a. A GFI with adequate experience in property appraisal to be selected by the IA through a competitive process; or
- b. An IPA accredited by:
 - The BSP or
 - A professional association of appraisers recognized by BSP.

The IPA shall be procured by the IO under the provisions of RA No. 9184, otherwise known as the “Government Procurement Act,” and its IRR pertaining to consulting services.

For this purpose, the BSP and the professional association of appraisers shall provide their lists of IPAs upon request of the IO. The BSP and the professional association of appraisers shall not be accountable for any acts of the IPAs stated in the list.

Whenever applicable, priority shall be given to the engagement of the services of a GFI.

The IO may use the appraisal reports of the GFI or IPA as one of the bases of the IO’s price offer for negotiated sale, consistent with the standards for assessment under Section 12 of the IRR. For this purpose, the IO is encouraged to develop its in-house personnel capable of validating appraisal reports.

6.1.2. TERMS OF REFERENCE FOR GFIS AND IPAS

As basis for the engagement of the services of a GFI or IPA, the IO shall prepare the TOR for the services. In preparing the TOR, the IO may consult the GFI in case of services to be provided by the latter. A sample TOR is shown in Annex X.

a. Engagement of GFIs

If the IO decides to engage the services of a GFI, the IO shall enter into a MOA with the GFI in accordance with the following conditions:

- The GFI is capable and has adequate experience to undertake the property appraisal services required by the IO;
- The GFI must actually undertake the appraisal by administration using its own in-house manpower and resources; and
- The IO/shall pay the GFI an appropriate fee for its appraisal services in accordance with the terms of the MOA.

b. Procurement of IPAs

If the IO decides to engage the services of an IPA to determine the appropriate price of a property to be offered to the property owner through negotiated sale under Section 6 of the IRR, the IO shall procure the IPA in accordance with the rules and procedures for the procurement of consulting services under RA No. 9184 and its IRR.

An IPA must meet the following criteria to qualify for the consulting services:

- The IPA must be in the list of the BSP or of a professional association of appraisers recognized by the BSP, provided that IPAs not yet included in the list shall not be barred from joining the procurement for such services and provided further that prior to award of the contract, such IPAs shall be required to submit a proof that they are already included in the list; and
- The IPA must comply with the experience and other implementing agency eligibility requirements provided in RA No. 9184 and its IRR, including the registration and license required for a Real Estate Appraiser.

6.1.3. SCOPE, LEVEL, AND BASIS OF APPRAISAL

Scope

Appraisal shall cover the three elements of real property needed for ROW: (a) Land, (b) Structures, and (c) Crops and Trees. Based on RA 10752 and its IRR, for negotiated sale, the appraisal shall consider the following aspects of valuation of the property:

- a. Current fair market value of land;
- b. Replacement cost of structures; and
- c. Current fair market value of crops and trees.

Basis

The DA, as the Implementing Agency, recommends to its Implementing Offices the engagement or procurement of duly acknowledged property appraisers (GFI or an IPA) to determine the appropriate price offer.

Aside from the DPWH Standards for Estimating Civil Works, the engaged or hired GFI/IPA may as well use applicable provisions of the valuation standards adopted by the Professional Regulatory Board of Real Estate Service under the Professional Regulation Commission (PRC).

6.1.4. APPRAISAL OF LAND

To facilitate the determination of the market value of the property/land for land appraisal or assessment for negotiated sale, the following relevant standards shall be observed:

- The classification and use of land based on the latest land use plan and/or zoning ordinance of the LGU concerned;
- The development cost for improving the land based from the records and estimates of similar or comparable lands of the LGU Assessor's Office, the GFI, or the IPA;
- The value declared by the owners obtained from the latest Tax Declaration Certificates or Sworn Statements;
- The current selling price of similar or comparable lands in the vicinity based from the latest records on Deeds of Sale for similar lands in the office of the Register of Deeds concerned;
- The replacement cost of improvements at current market prices;

- The size, shape or location, tax declaration and zonal valuation of the land based from the latest records on Deeds of Sale in the Register of Deeds, tax declaration by the City or Municipal Assessor, zonal valuation of the BIR for comparable properties;
- The price of the land as manifested in the ocular findings, oral as well as documentary evidence presented; and
- Such facts and events so as to enable the affected property owners to have sufficient funds to acquire similarly situated lands of approximate areas as those required from them by the government, and thereby rehabilitate themselves as early as possible.

When there is a difference in the market value determined by the BIR, on one hand, and the market value determined by the GFI/IPA, on the other, the IO shall adopt whichever is higher of the two estimated market values.

6.1.5. APPRAISAL OF STRUCTURES

In terms of Replacement Cost of a structure, calculation shall be based from the current market prices of materials, equipment, labor, contractor's profit and overhead, and all other attendant costs associated with the acquisition and installation of a similar type of structure in replacement of the affected structure. If the affected structure has been damaged, then the Replacement Cost should be based on the pre-damaged condition of that structure.

If the IO shall directly determine the Replacement Cost of structure, the following guidelines derived from DPWH standards for estimating civil works costs shall be used.

The Estimated Direct Cost (EDC) shall include the following:

- a. Current Market Cost of Materials at source including its processing, royalties and taxes, hauling, handling, storage, and materials allowance for waste/losses of 5% of the total requirement;
- b. Current Market Cost of Labor which includes salaries and wages within the limits set by DOLE and all fringe benefits applicable; and
- c. Equipment Expenses which includes rental of equipment commonly based on the current Associated Construction Equipment Lessors, Inc. (ACEL) and mobilization/demobilization at 1% of the EDC of the civil work items.

The Estimated Indirect Cost shall include the following:

- a. Overhead Expenses such as engineering and administrative supervision expenses, transportation allowances, insurances, and bonds;
 - not exceeding 11% of the EDC
- b. Contingencies and Miscellaneous not exceeding 4% of the EDC;
- c. Contractor's Profit Margin
 - not exceeding 8% of the EDC if EDC is more than PhP 5 Million
 - not exceeding 10% of the EDC if EDC is below PhP 5 Million
- d. Value Added Tax (VAT) Component of the sum of the EDC, Overhead, Contingencies, Miscellaneous, and Profit.
 - 5% for properties owned by government agencies
 - 12% for properties owned by a private party

In all cases, the Estimated Indirect Costs shall not exceed the following limits:

Table8. DPWH Limits for Estimated Indirect Costs

Estimated Direct Cost (EDC)	OCM (% of EDC)	Profit (% of EDC)
Up to PhP 5M	12	10
Above PhP 5M to PhP 50M	9	8
Above PhP 50M to PhP 150M	7	8
Above PhP 150M	6	8

For projects that have undergone Feasibility Study, the estimated replacement cost of structures may be based on benchmark unit costs derived from industry standards and accepted by the DPWH – e.g., cost/square m of floor area of house or building (IRR Sec. 15).

For projects with Detailed Engineering Design, the estimated replacement cost shall be based on detailed estimates, including Bill of Materials/Bill of Quantities (IRR Sec. 15). In case the IO appraisers are not allowed by the owner to enter the property for purposes of estimating the replacement cost of structures, the IO shall secure from the owner a waiver to the effect that the valuation of the structures may not comply with the definition of replacement cost in the law due

to the inability of the appraisers to access the property. If the owner does not issue such a waiver, the IO shall get a certification from the Barangay Chairperson to this effect. The IO shall then make a reasonable estimate of the replacement cost based on visible physical features of the structures and other relevant data.

In case the ROW acquisition is considerably delayed or there is an abnormal increase in prices after the replacement cost has been estimated, the original replacement cost estimates should be updated to reflect the present market prices.

6.1.6. APPRAISAL OF CROPS/TREES

Appraisal of the crops and trees may be conducted using the latest applicable established market values of the following entities, as may be applicable:

- a. DA for crops;
- b. Philippine Coconut Authority (PCA) for coconut trees;
- c. DENR for perennials and timber trees;
- d. Department of Finance (DOF); and
- e. LGUs, Assessor's Offices, for individual trees.

6.2. Determination of Capital Gains Tax and other Taxes and Fees

Upon agreement on the specific mode of acquisition to be used for the ROW, the payment terms for taxes and fees may differ.

- a. For ROW acquisition through Donation, the IO shall pay for the DST, Transfer Tax, and Registration Fees while the Owner shall pay for any Unpaid Real Property Tax;
- b. For ROW acquisition through Negotiated Sale, the IO shall pay for the CGT, DST, Transfer Tax, and Registration Fees while the Owner shall pay for any Unpaid Real Property Tax;
- c. For ROW acquisition through Expropriation Proceedings, the IO shall pay for the DST, Transfer Tax, and Registration Fees while the Owner shall pay for any Unpaid Real Property Tax and CGT

Table 9. Responsible Parties for Payment of Taxes and Fees

Tax/Fee	Office	Donation	Negotiated Sale	Expropriation
CGT	BIR	-n/a-	Owner (IO pays for account of Owner)	Owner
DST	BIR	IO	IO	IO
Transfer Tax	Provincial/City Treasurer's Office	IO	IO	IO
Registration Fee	Registry of Deeds	IO	IO	IO
RPT	LGU	Owner (IO advances funds if Owner is unable)	Owner (may be deducted from the compensation price)	Owner
Notarial Fee	Notary Public	IO	IO	IO

Upon the request of the property owner, the IO shall remit to the concerned LGU the amount corresponding to any unpaid real property tax, subject to the deduction of this amount from the total compensation price, provided that the said amount is not more than the total compensation price.

On the other hand, the CGT shall be remitted to the BIR by the IO in case of negotiated sale and by the Owner in case of expropriation proceedings. The CGT shall be based on the actual consideration in the Deed of Sale, as expressed below:

$$AC = NAC + CGT$$

Where: AC = Actual Consideration indicated in the Deed of Sale to be appropriated and paid out by the IA for the negotiated sale

NAC = Net Actual Consideration or Compensation Price as offered by the IO to the owner in accordance with Section 6.1 of this IRR, net of CGT, and

CGT = Capital Gains Tax, expressed as % of AC, to be paid by the IA to the BIR for the account of the owner.

Since: $CGT = x\% \text{ of } AC$

Then:
$$\begin{aligned} NAC &= AC - CGT \\ &= 100\% AC - x\% AC \\ &= AC (100\% - x\%) \end{aligned}$$

Therefore: $AC = NAC / (100\% - x\%)$

Below is an illustrative example in computing the AC, NAC and CGT for a hypothetical property affected by a ROW to be acquired through negotiated sale.

- The Net Actual Consideration offered by the IO to Owner as identified by GFI/IPA and as approved by the IO is P1,000,000.00. The Applicable Capital Gains Tax is 6%.
 - The net amount to be paid to owner is
 $NAC = \textbf{P1,000,000.00}$
 - The gross amount to be appropriated by the IO is
$$\begin{aligned} AC &= NAC / (100\% - x\%) \\ &= P1,000,000 / (100\% - 6\%) \\ &= \textbf{P1,063,830.00} \end{aligned}$$
 - The CGT to be paid by the IA to the BIR for the account of the owner
$$\begin{aligned} CGT &= 6\% \text{ of gross amount} \\ &= \textbf{P63,830.00} \end{aligned}$$

6.3. Execution of Deed of Sale

A DAS shall be executed after the property owner agrees on the price offered by the IO. For the processing of the DAS, the following documents should be secured:

- a. Owner's duplicate of the Original/Transfer Certificate of Title (IO must validate this with the Register of Deeds copy of the OCT/TCT in the IO's possession)
- b. Tax Declaration of parcel
- c. Tax Declaration of improvements (except for informal settler (IS)-owners)
- d. Subdivision Plan of the parcel
- e. Tax Clearance or, if the landowner requests the IO to advance the payment of Real Property Taxes to be deducted from the payment, a Statement of Tax Account from the Treasurer of the LGU concerned
- f. Copies of two (2) valid identification cards
- g. Owner's Taxpayer Identification Number (TIN)
- h. If applicable, where the improvement owner is different from lot owner and is authorized to build on the land, a certification from the lot owner that the improvement built therein is owned by the improvement owner
- i. If applicable, where the improvement owner is an informal settler, any document showing that he is a Filipino citizen; a certification from the Land Registration Authority that there is no property registered under his name, whether in an urban or rural area; a certification from the Local Inter-Agency Committee (LIAC) that he is not a professional squatter or a member of a squatting syndicate, as defined in Republic Act No. 7279, otherwise known as the "Urban Development and Housing Act of 1992" and does not occupy an existing government ROW.
- j. If applicable, Special Power of Attorney
- k. Other documents that may be found necessary by the IO to ensure transfer of the property to the Republic

6.4. Schedule of Payments

Upon the execution of a Deed of Sale, the IO shall pay the property owner the Initial Payment as scheduled below:

- Fifty percent (50%) of the negotiated price of the affected land, exclusive of the payment of unpaid taxes remitted to the concerned LGU; and
- Seventy percent (70%) of the negotiated price of the affected structures, crops and trees, exclusive of unpaid taxes remitted to the concerned LGU.

The payment of the remaining balance of the IO to the Property Owner shall only commence at the time of the transfer of title in the name of the Republic of the Philippines, in cases where the land is wholly affected, or at the time of the annotation of a deed of sale on the title, in cases where the land is partially affected. However, the schedule of payment for the remaining balance differ base on the following conditions:

- a. Where the property owner owns both the land and improvements the IO shall pay the property owner the remaining fifty percent (50%) of the negotiated price of the affected land, and thirty percent (30%) of the affected structures, crops and trees, exclusive of unpaid taxes remitted to the LGU concerned, provided that the land is already completely cleared of structures, crops and trees, as certified by the IO;
- b. Where the property owner owns only the land, the IO shall pay the property owner the remaining fifty percent (50%) of the negotiated price of the affected land, exclusive of unpaid taxes remitted to the LGU concerned;
- c. Where the property owner owns only the improvements, the IO shall pay the property owner the remaining thirty percent (30%) of the affected structures, crops and trees, exclusive of unpaid taxes remitted to the LGU concerned, immediately after the IO has certified that the land is already completely cleared of structures, crops and trees.

The IO shall ensure the faithful and prompt compliance with the above payment procedures and may revise or issue the necessary orders and directives to this effect.

The IO shall pay the CGT to the BIR within thirty (30) calendar days after (a) the release of the initial payments specified above or (b) the notarization of the Deed of Sale, whichever is earlier. The IO shall also pay the DST within five (5) calendar days after the close of the month when the Deed of Sale is notarized.

6.5. Clearing of ROW

The following procedures are initiated upon the transfer of title in the name of the Republic of the Philippines, in cases where the land is wholly affected, or at the time of the annotation of a deed of sale on the title, in cases where the land is partially affected.

6.5.1. CLEARING OF PRIVATE STRUCTURES WITHIN THE ROW

The following procedures apply only to private structures, i.e., buildings, houses, fences, shops, and privately-owned fruit-bearing trees, plantations for timber production, and the like.

a. ROW acquired through Donation

Clearing of ROW can be immediately carried out once the Deed of Donation is notarized, since it includes stipulations allowing the IO or its authorized representatives to demolish and remove structures and other improvements, enter into the acquired property, and implement the project. However, it is important to officially inform the property owner of the schedule of clearing activities.

b. ROW acquired through Negotiated Sale, Exchange, Quit Claim, or Easement Agreement

Clearing of ROW shall be undertaken after the ADRI has been agreed upon and executed. For properties acquired through purchase, the ADRI must be signed by the property owner prior to the release of full payment. For properties acquired through Exchange, Quit Claim, or Easement Agreement, the ADRI must be signed prior to the release of full payment for improvements.

However, the owner is given the chance to decide whether to demolish and clear his own structures or have them demolished and removed by the IO. If he decides to demolish and remove his own structures, he has to complete it within the timeline specified in the ADRI. If the property owner failed to do so, the IO shall officially inform the owner prior to undertaking the clearing activities on a set schedule.

c. ROW acquired through Expropriation

Clearing can be immediately carried out once the WOP is issued by the concerned Regional Trial Courts. However, it is important to officially inform the property owner of the receipt of the WOP and the schedule of demolition and removal of structures.

6.5.2. CLEARING OF PUBLIC IMPROVEMENTS WITHIN THE ROW

Aside from privately-owned structures, other improvements to be cleared from the acquired ROW include public infrastructures such as waiting sheds, barangay halls, military detachment centers, day care centers, water supply reservoirs and pipes, public school buildings, fences, and the likes. In this case, demolition and removal of all public infrastructures shall be carried out by the IO through execution of an ADRI. If reconstruction is necessary, an ADRRI should be executed instead.

Prior to demolition, the IO must coordinate with the concerned government entities such as Barangay Officials, City/Municipal Officials, Provincial Officials, or other NGAs such as the Department of Education (DepEd), Department of the Interior and Local Government (DILG), or the PA/PNP. If a Countrywide Development Fund (CDF) was used to build the infrastructure, the Office of the concerned Representative must be properly informed.

In case of ADRRI, the labor cost for demolition shall be deducted from the cost of improvements to be disbursed to the government entity-owner for the reconstruction of the same public infrastructure. Reconstruction of the public infrastructure at the designated site, can either be by administration or by contract.

6.5.3. CLEARING OF PERENNIAL TREES WITHIN THE ROW

Clearing of perennial trees along acquired land for ROWs shall be in accordance with the most current rules and regulations regarding the issuance of a "Permit to Cut" from the DENR by IO. Perennial trees refer to forest trees that are either naturally occurring, afforested, or reforested by the LGUs, DENR, or NGOs such as grantees of Community Based Forest Management Agreement (CBFMA). This excludes fruit-bearing trees and plantations for timber production, cultivated by private owners, as these are already included as "improvements".

Prior to clearing operations, the following procedures shall be undertaken:

1. Inventory of the trees to be cut, including the volume and type of species, conducted by a registered Forester from the concerned Community Environment and Natural Resources Office (CENRO);

2. Submission of the inventory to the DENR upon application for a “Permit to Cut”. This permit must be obtained prior to the Notice of Award upon receiving the permit, the Contractor shall be responsible for the cutting and hauling of the trees. Cut trees shall be transferred to the stockyard designated by the DENR. In cutting the trees, it is important that the conditions set in the Permit are strictly complied with, such as boundaries set where trees can be cut, balling instead of cutting (depending on the age and recovery ability of the tree), etc.

6.6. Transfer of Title

This activity is initiated once the Deed of Absolute Sale and its provisions is approved by the IO. Prior to the processing of the DAS, several documents need to be secured and authenticated including the following:

- a. Approved parcellary plan and/or subdivision plan
- b. Signed Deed of Absolute Sale
- c. Real Property Tax Clearance with corresponding Official Receipts (OR) from the Office of the Treasurer
- d. Tax Declaration for Land (with OR) from the Office of the Assessor
- e. Tax Declaration for Improvements, if any (with OR) from the Office of the Assessor
- f. Original or Certified True Copy of TCT/OCT/EP/CLOA
- g. If mortgaged, Agreement with the Bank/Mortgagee
- h. Court clearance (if needed)

For validating and paying Taxes and Fees, the following offices should be visited for assistance:

- a. City/Municipal Assessor’s Office - Tax Declaration (TD) arrears
- b. City/Municipal Treasurer’s Office - RPT arrears/Transfer Tax
- c. BIR District Office - CGT and DST
 - If property owner is a private individual
BIR Form 1706 for CGT
BIR Form 2000 for DST
 - If property owner is a private corporation
BIR Form 1606 for CGT
BIR Form 2000 for DST
- d. Registry of Deeds – Transfer of Title

After the computation of the Total Tax Payable and Mortgage (if there's any), disbursement voucher should be prepared.

- a. If the property is not mortgaged, amount of the disbursement voucher should be equivalent to Total Tax Payable (TTP) or the sum of the following taxes:
 - TD Arrears – obtained from City/Municipal Assessor's Office
 - RPT Arrears – obtained from City/Municipal Treasurer's Office
 - CGT - obtained by getting 6% of the value of land and improvements based on the highest value among those stated in the TD, actual selling price, and BIR zonal valuation
 - DST - equivalent to 1.5% of whatever was used as basis for capital gains tax computation
 - Transfer Tax - equivalent to 1/2 of 1% of the higher value between the actual selling price and the BIR zonal valuation for the subject property
- b. If the property is mortgaged and the entire property will be acquired, amount of the disbursement voucher should be equivalent to the sum of the Total Tax Payable (TTP) and the mortgage to be paid for the entire property obtained from the Mortgage Agreement and other documents.
- c. If the property is mortgaged and only a portion of the property will be acquired, amount of the disbursement voucher should be equivalent to the sum of the Total Tax Payable (TTP) and the mortgage to be paid for a portion of the property to be acquired, determined through coordination with the Legal Officer/Representative of the Mortgagee for necessary adjustments.

After the approval of the voucher, payment shall be made in the corresponding office involved. In settling the payments, it is important to secure the Official Receipt (OR), corresponding certificates, and clearances for reference. The following procedures shall apply:

1. Settling TD Arrears and obtaining OR and corresponding tax clearance
2. Settling RPT Arrears and obtaining OR and corresponding tax clearance
3. Notarizing the Deed of Absolute Sale and provision of copies to property owner and the IO
4. Settling Transfer Tax and obtaining OR

Appendix A
ROW Action Plan (ROWAP)

PROJECT PROFILE

Name of Project:

Location of the Project:

Coordinates:

PROPONENT PROFILE

Name of Association/Organization/Cooperative:

Registration: ☐SEC ☐CDA ☐DOLE ☐Others, Please specify _____

Year registered: _____ No. of Members: _____ Service Area: _____

Contact Person & Contact Number:

RIGHT-OF-WAY PROFILE

Table 1. Data Checklist

Data Checklist	Status (Complied/ Not Complied)	Remarks
Proof of Ownership		
Cadastral Map		
Crops and Trees present		
Structures present		
BIR Zonal Valuations*		

Land Valuation*		
Cost Estimates* 1. Land** 2. Crops and Trees 3. Structures		

**Details of Estimates shown in sub-appendices A1-A4*

***Not applicable for Donation*

OBSERVATIONS AND RECOMMENDATIONS

Mode of Acquisition:

Actions to be taken:

Prepared by:

Verified by:

(ROW Officer)

(ROW Section/Unit Head)

Appendix A1
ROW Action Plan (RAP)
Cost Estimates for Land

[illegible]

a Residential, Commercial, Industrial, Agricultural

Appendix A2
ROW Action Plan (RAP)
Cost Estimates for Structures, Crops, and Trees

[illegible]

- | | |
|---|--|
| a | <p>If house or building, specify if Concrete/Permanent, Semi-Permanent, Light</p> <p>If fruit trees, specify type, e.g., mango, coconut, banana, etc.</p> <p>If crops, specify if rice field, corn field, etc.</p> |
| b | <p>For houses, buildings, and other structures, estimates must be based on Section 10 of the IRR for RA 8974</p> <p>For fruit trees, based on declared value in Tax Declaration (TD); if no TD is filed, based on DOF guideline</p> <p>For crops, based on compensation specified in the LARR Policy</p> |
| c | Put NA if not applicable |

Appendix A3

Parcellary Survey

ROW Land Data

[illegible]

a Indicate any and all annotations, for example, if the lot is mortgaged, or if it is under litigation, or if it has incurred any encumbrances, or if it was acquired through Commonwealth Act 141.

Appendix A4

ROW Compensation Matrix

[illegible]

a Indicate how many stories, concrete/semi-concrete/light, building, store, or open shed

b Compute based on replacement cost method as stipulated in Section 10 of the IRR for RA 8974

Appendix B

ROW Status Report

(Date)

STATUS REPORT ON THE ACQUISITION OF RIGHT-OF-WAY

A. BACKGROUND OF THE PROJECT

This section will include the name of the farmers' association and property owner, location of the proposed project, proposed project and staffs involved.

B. ACQUISITION STATUS OF ROW

This section will include a brief background on all activities undertaken during the acquisition of ROW (i.e. mode acquisition used, timeline of activity, cost of ROW acquisition if applicable, ROWAP Preparation, Execution of Donation/Sale, Payment of Taxes and Fees, Clearing of ROW etc.)

Table 1. List of Documents Secured during ROW Acquisition

Documents Secured	Date of Document Secured	Remarks

C. PROBLEMS ENCOUNTERED AND RECOMMENDATION/ACTION TAKEN

This will provide the entire problem encountered during the acquisition of ROW and the actions that have undertaken / recommendation by the staffs involved.

Table 2. Problems Encountered and Action Undertaken during ROW Acquisition

Problems Encountered	Recommendation/ Action Taken

Prepared by:

(RFO Staff Preparer)

Verified by:

(ROW Section Head)

Appendix C1
Template Terms of Reference
for Property Appraisal Services Pursuant to RA No. 10752

As basis for the procurement of the services of a Government Financial Institution (GFI) or Independent Property Appraiser (IPA) to determine the appropriate price of properties to be offered to the property owner through negotiated sale under Section 6 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 10752 (The Right-of-Way Act), the GFI/IPA shall provide the appraisal services for the purpose of acquisition of private properties for national government project under this Terms of Reference (TOR):

1. Background:
 - Insert a brief description and map of the project for which the Right-of-Way (ROW) is required.
 - Insert the Parcellary Survey Report for the project indicting the properties affected by the ROW.
2. Objectives of the Services (Include all that apply):
 - To determine the fair market value of the land, the replacement cost of structures/improvements, and the fair market value of crops and trees in the properties described above as affected by the ROW requirement of the said project
 - To recommend the appropriate price offer for negotiated sale of the affected properties based on the above.
 - To provide technical assistance, if necessary, to the IA on the negotiation proceedings, including possible administrative and judicial processes.
3. Desired Outputs – The GFI/IPA is expected to deliver to the IA an Appraisal Report that contains the following (Include all that apply):
 - Estimated market value of the land under consideration.
 - Estimated replacement cost of structures and improvements therein.
 - Estimated market value of crops and trees therein.
 - Recommended total price offer for negotiated sale for the properties affected.
 - Other reports/advisories as needed in the negotiation proceedings.

The Appraisal Report must be signed by a real property appraiser or valuer duly licensed by the Professional Regulation Commission (PRC) and registered with the Professional Regulatory Board of Real Estate Service (PRBRES) pursuant to RA No. 9646 (Real Estate Service Act of the Philippines, 2009).

4. Standards and Specifications – In providing the services and delivering the desired outputs, the GFI/IPA shall observe the following standards and specification listed under Section 7 of RA No. 10752:
 - The classification and use for which the property is suited;
(This shall be based on, among other things, the latest approved land

use plan and/or zoning ordinance, if any, of the city or municipality concerned.)

- The development cost for improving the land;
(This shall be based on, among other things, the records and estimates of the City or Municipal Assessor concerned, GFI or IPA for similar or comparable lands.)
- The value declared by the owners;
(This shall be based on the value shown in the owners' latest Tax Declaration Certificates or Sworn Statements.)
- The current selling price of similar lands in the vicinity;
(This shall be based on, among other things, the latest records on Deeds of Sale for similar lands in the office of the Register of Deeds concerned.)
- The reasonable disturbance compensation for the removal and/or demolition of certain improvements on the land and for the value of improvements thereon;
(This shall consider, among other things, the replacement cost of improvements at current market prices as provided in Section 6.6 of this IRR.)
- The size, shape or location, tax declaration and zonal valuation of the land;
(These shall be based on, among other things, the latest records on Deeds of Sale in the Register of Deeds, tax declaration by the City or Municipal assessor, zonal valuation of the BIR for comparable properties.)
- The price of the land as manifested in the ocular findings, oral as well as documentary evidence presented; and
- Such facts and events so as to enable the affected property owners to have sufficient funds to acquire similarly situated lands of approximate areas as those required from them by the government, and thereby rehabilitate themselves as early as possible.

5. Duration of Services and timetable for Delivery of Outputs – The GFI/IPA shall perform the services and deliver the said outputs to the IA within (insert number of calendar days) days from its receipt of the IA's Notice to Proceed for the Agreement for these services, and according to the following schedule (example shown below):

Phases	Timeline	Deliverables	Remarks
Pre-Project Start-up	1 st Week	Planning Framework <ul style="list-style-type: none"> – Conferences/meetings – Confirmation of Proposal – Consolidation and review of documents 	Documents needed: Project Layout/Survey Plans, Parcellary Plans indicating the

			width of the highway, Title and Tax Declaration per lot.
Pre-Site Visit	2 nd week	Site Familiarization <ul style="list-style-type: none"> – Meetings with Barangay Officials – Establishment of Field Office – Pre-Site Inspection – Securing Other References (Tax Map/ Tax Declaration) from the Assessors 	
On-Site Investigation and Analysis	3 rd & 4 th Weeks	Property Identification and Site Analysis <ul style="list-style-type: none"> – Identification of each property on ground versus plans submitted, that includes its location, accessibility, terrain, developments and improvements thereon. – Definition of physical features of improvements and their conditions and measurements. – Counts of considerable trees within each affected lot and other structures on site. – Investigation, queries and validation of current prices of lots and sold properties in the project vicinity. – Canvas of current construction materials in the locality. 	
On Site Validation of Ownership	5 th Week	Documentations of Properties Affected <ul style="list-style-type: none"> – Securing or verification of documents (Titles) with Registry of Deeds and other agencies concerned 	
Off Site (Office)	6 th Week	Write-ups and Preparation of Draft Report <ul style="list-style-type: none"> – Consolidation and analysis of gathered data and information. – Establishing benchmarks of valuation and calculations of market value per property – Composition and printing of Draft Report 	
	7 th Week	Review of Draft Report <ul style="list-style-type: none"> – Reproduction of gathered documents for attachments. – Compilation of write-ups and attachments for submission. 	
	8 th Week	Review of Revised Draft Report <ul style="list-style-type: none"> – Review of findings on the Draft Report – Preparation of Revised Draft Report considering comments/corrections. – Submission of Revised Draft Report. 	
	9 th Week	Final Report/Output – Six (6)	

		Copies of Report – Review and reproduction of Revised Draft Report and submission as Final Appraisal Report (6 copies)	
--	--	--	--

6. (If IA is engaging an IPA) Qualification of IPA – An IPA must meet the following criteria to qualify for the consulting services:

- The IPA must be in the list of the BSP or a professional association of appraisers recognized by the BSP, provided, that an IPA not yet included in the list shall not be barred from joining the procurement for such services; and provided further that, prior to award of the contract, such IPA shall be required to submit a proof that they are already included in the list.
- The IPA must comply with the experience and other eligibility requirements provided in R.A 9184 and its IRR, including the registration and license required for a Real Estate Appraiser.

Appendix C2
Format of Approved Budget for the Contract (ABC)
for GFI/IPA Appraisal Services

Name and Location of Project: Construction of XYZ Road, x km, XXXXXX City

Brief Description of Services: Appraisal, including mapping and valuation of assets affected by the Right-of-Way of the Project in accordance with the Terms of Reference (TOR).

Work Items:

- I. Field survey and inventory of all assets - land, structures/improvements/, and crops/trees affected by the Project.
- II. Assessment and valuation of all affected assets using acceptable guidelines and regulations in accordance with the TOR.
- III. Mapping and preparation of database of assets
- IV. Research on market values of land, replacement costs of structures/improvement at current prices, and market values of crops/trees.
- V. Preparation of reports

Cost Items:

I. Manpower

	<u>No.</u>	<u>Man-Days</u>	<u>Rate/Day</u>	<u>Amount</u>	<u>Base</u>
a. Project Leader/Appraiser	1	60	xxxxxx	xxxxxx	Quezon City
b. GIS Mapper/Cartographer	1	60	xxxxxx	xxxxxx	Quezon City
c. Researcher	1	30	xxxxxx	xxxxxx	Tacloban
d. Survey Coordinator/Encoder	2	60	xxxxxx	xxxxxx	Tacloban
e. Field Guide	1	60	xxxxxx	<u>xxxxxx</u>	Tacloban
Total				xxxxxx	

II. Equipment and Materials

Vehicle rental
Survey Instruments - GPS, camera, etc.
Supplies for Reports, including maps

III. Transportation and Accommodations

Air fare as applicable
Accommodation rental
Per diems as applicable

IV. Other Items

Appendix C3
FORM OF MEMORANDUM OF AGREEMENT WITH GFI FOR
PROPERTY APPRAISAL SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT, hereinafter called the "MOA," made and entered into by and between:

The Republic of the Philippines, represented herein by [Name of Representative], [Position of Representative] of [Name of DA Implementing Office], [Address of DA Office], duly authorized by the Secretary of the Department of Agriculture, hereinafter called as "DA-RFO";

-and-

[Name of GFI], a Government Financial Institution, represented herein by [Name of Representative], duly authorized for this purpose, with main office address at [Address of GFI Office], and hereinafter referred to as the "GFI;"

WITNESSETH:

WHEREAS, the DA-RFO desires that a Government Financial Institution provide Real Property Appraisal Services, hereinafter called the "Services," in accordance with the attached Terms of Reference (TOR), to be used as a basis for the acquisition of Right-of-Way (ROW) for the infrastructure project entitled [Name of Project]; and

WHEREAS, the DA-RFO has accepted the bid of the GFI for the execution of the Services in consideration of a Total Fee of _____ Philippine Pesos (PhP _____).

NOW, THEREFORE, for and consideration of the foregoing premises, the Parties hereto agree as follows:

1. The following documents shall be attached, deemed to form, and be read and construed as part of this MOA, to wit:
 - a. TOR
 - b. Request for Proposal
 - c. GFI's Technical and Financial Proposals
 - d. Notice of Award and GFI's conforme thereto
2. In consideration of the Total Fee mentioned above to be paid by the DA-RFO to the GFI, the GFI hereby covenants with the DA-RFO to execute and complete the Services and remedy any defects therein in conformity with the provisions of this MOA in all respects.
3. The DA-RFO hereby covenants to pay the GFI in consideration of the execution and completion of the Services, the abovementioned Total Fee at the times and in the manner prescribed in the TOR.

IN WITNESS WHEREOF, the DONOR and the DONEE have hereunto affixed their signatures this ____ day of _____, 20__ at _____.

REPUBLIC OF THE PHILIPPINES
By authority of the Secretary of the
Department of Agriculture

[Signature over Printed Name]
[Position/Office]
DA-RFO

[Signature over Printed Name]
[Position/Office]
GFI

Signed in the presence of:

[Signature over Printed Name]

[Signature over Printed Name]

Republic of the Philippines)
PROVINCE of _____) s.s.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in _____ personally appeared [Name of DA-RFO Representative], representing the Department of Agriculture (DA-RFO), with Government ID No. ____ issued at _____ on _____, and [Name of GFI Representative], representing [Name of GFI], with Government ID No. ____ issued at _____ on _____, known to me and to me known to be the same persons who executed the foregoing MOA and acknowledged to me that the same is their free and voluntary act and deed.

This MOA consists of two pages, including this page on which this acknowledgement is written, duly signed by the authorized representatives of the DA-RFO and the GFI and their witnesses on the spaces provided for their signatures on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto affixed my signature and notarial seal this ____ day of _____, 20__ at _____.

Notary Public
Until December 31, 20_____
PTR No. _____
Issued on _____ at _____

Doc. No.: _____
Page No.: _____
Book No.: _____
Series of 20 _____

Appendix C4
FORM OF CONTRACT AGREEMENT WITH IPA FOR
PROPERTY APPRAISAL SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT OF AGREEMENT, made and entered into by and between:

The Republic of the Philippines, represented herein by [Name of Representative], [Position of Representative] of [Name of DA Implementing Office], [Address of DA Office], duly authorized by the Secretary of the Department of Agriculture, hereinafter called as "DA-RFO";

-and-

[Name of IPA], an Independent Property Appraiser, which is a single proprietorship/ partnership/corporation/joint venture organized and existing under and by virtue of laws of the Republic of the Philippines, represented herein by [Name of Representative] duly authorized for this purpose, with main office address at [Address of the IPA Office] and hereinafter referred to as the "IPA";

WITNESSETH:

WHEREAS, the DA-RFO desires that an Independent Property Appraiser provide Real Property Appraisal Services, hereinafter called the "Services," in accordance with the attached Terms of Reference (TOR), to be used as a basis for the acquisition of Right-of-Way (ROW) for the infrastructure project entitled [Name of Project]; and

WHEREAS, the DA-RFO has accepted the bid of the IPA for the execution of the Services in consideration of a Total Fee of _____ Philippine Pesos (PhP _____).

NOW, THEREFORE, for and consideration of the foregoing premises, the Parties hereto agree as follows:

1. The following documents shall be attached, deemed to form, and be read and construed as part of this MOA, to wit:
 - a. TOR
 - b. Request for Proposal
 - c. IPA's Technical and Financial Proposals
 - d. Notice of Award of Contract and IPA's conforme thereto
2. In consideration of the Total Fee mentioned above to be paid by the DA-RFO to the IPA, the IPA hereby covenants with the DA-RFO X to execute and complete the Services and remedy any defects therein in conformity with the provisions of this Contract of Agreement in all respects.
3. The DA-RFO hereby covenants to pay the IPA in consideration of the execution and completion of the Services, the abovementioned Total Fee at

the times and in the manner prescribed in the TOR.

IN WITNESS WHEREOF, the DONOR and the DONEE have hereunto affixed their signatures this ____ day of _____, 20__ at _____.

REPUBLIC OF THE PHILIPPINES
By authority of the Secretary of the
Department of Agriculture

[Signature over Printed Name]
[Position/Office]
DA-RFO

[Signature over Printed Name]
[Position/Office]
IPA

Signed in the presence of:

[Signature over Printed Name]

[Signature over Printed Name]

Republic of the Philippines)
PROVINCE of _____) s.s.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in _____ personally appeared [Name of DA-RFO Representative], representing the Department of Agriculture (DA-RFO), with Government ID No. ____ issued at _____ on _____, and [Name of IPA Representative], representing [Name of IPA], with Government ID No. ____ issued at _____ on _____, known to me and to me known to be the same persons who executed the foregoing Contract of Agreement and acknowledged to me that the same is their free and voluntary act and deed.

This Contract of Agreement consists of two pages, including this page on which this acknowledgement is written, duly signed by the authorized representatives of the DA-RFO X and the GFI and their witnesses on the spaces provided for their signatures on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto affixed my signature and notarial seal this ____ day of _____, 20__ at _____.

Notary Public
Until December 31, 20_____
PTR No. _____
Issued on _____ at _____

Doc. No.: _____
Page No.: _____
Book No.: _____
Series of 20 _____

Appendix D
DEED OF DONATION OF REAL PROPERTY

KNOW ALL MEN BY THESE PRESENTS:

This DEED OF DONATION, made and entered into by and between:

[Name of Property Owner], Filipino, of legal age, single (or married to Name of Husband/Wife) and a resident at [Complete Address], hereinafter called the **DONOR**,

and

The Republic of the Philippines, represented herein by [Name of Representative], [Position of Representative] of [Name of DA Implementing Office], [Address of DA Office], duly authorized by the Secretary of the Department of Agriculture, hereinafter called the **DONEE**.

WITNESSETH:

That the DONOR is the owner in fee simple of a certain parcel of land (with the building or house and improvements thereon, if there are any), hereinafter called the "Property," situated at [Name of Barangay, Municipality, Province], Philippines, covered by Transfer (or Original) Certificate of Title No. _____ of the Registry of Deeds, needed by the Government for the right-of-way of the [Name of Project], and which Property is more particularly described as follows:

[Technical Description of the Property]

"Transfer (or Original) Certificate of Title No. _____, Total Land Area of ___ m² (or ___ m² Portion of the Total Land Area of ___ m²), Location at _____"

That, for and in consideration of the improvement to be made by the DONEE in the premises, and as an act of cooperation, liberality, and generosity, the DONOR hereby voluntarily and unconditionally transfers and conveys, by way of DONATION, unto the DONEE, its executors and/or administrators, all his (her) rights, title, and interests on the Property, with all the improvements found thereon, free from all liens and encumbrances;

That the DONOR hereby states, for the purpose of giving full effect and validity to this donation, that he/she has reserved for himself / herself sufficient properties necessary and adequate to support him/her and his/her heirs or family's subsistence, sustenance and support and in consonance with his/her standing in the community;

That the DONOR further states, that this donation is not made with the purpose of defrauding his/her creditors, having reserved to himself (or herself) enough and sufficient property to answer for his debts and meet his just obligations contracted prior to this date;

That the DONEE hereby receives and accepts this donation made in his favor by the DONOR, and hereby expresses his appreciation and gratitude for the generosity and

civic mindedness of the DONOR.

IN WITNESS WHEREOF, the DONOR and the DONEE have hereunto affixed their signatures this ____ day of _____, 20__ at _____.

REPUBLIC OF THE PHILIPPINES

By authority of the Secretary of the

Department of Agriculture

[Signature over Printed Name]

[Position/Office]

DONEE

[Signature over Printed Name]

[Position/Office]

DONOR

Signed in the presence of:

[Signature over Printed Name]

[Signature over Printed Name]

Republic of the Philippines)

PROVINCE of _____) s.s.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in _____ personally appeared [Name of Donor], the DONOR with Government ID No. ____ issued at _____ on _____, and [Name of Donee], representing [Name DA Implementing Office], the DONEE, with Government ID No. ____ issued at _____ on _____, known to me and to me known to be the same persons who executed the foregoing Deed of Donation and acknowledged to me that the same is their free and voluntary act and deed.

This Deed of Donation consists of two pages, including this page on which this acknowledgement is written, duly signed by the authorized representatives of the DONOR and the DONEE and their witnesses on the spaces provided for their signatures on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto affixed my signature and notarial seal this ____ day of _____, 20__ at _____.

Notary Public

Until December 31, 20_____

PTR No. _____

Issued on _____ at _____

Doc. No.: _____

Page No.: _____

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Series of 20 _____

Appendix E1
DEED OF ABSOLUTE SALE
FOR LAND INCLUDING STRUCTURES/IMPROVEMENTS, AND CROPS/TREES

KNOW ALL MEN BY THESE PRESENTS:

This Deed of Absolute Sale, made and executed by and between:

The Republic of the Philippines, represented herein by [Name of Representative], [Position of Representative] of [Name of DA Implementing Office], [Address of Office], duly authorized by the Secretary of the Department of Agriculture, hereinafter called the **FIRST PARTY**,

and

[Name of Property Owner], Filipino, of legal age, single (or married to Name of Husband/Wife) and a resident at [Complete Address], hereinafter called the **SECOND PARTY**;

WITNESSETH:

WHEREAS, the FIRST PARTY will implement the construction of [Name of Project], hereinafter called the **Project**;

WHEREAS, the Project will affect the Property (or a ____ square-meter portion of the Property) of the SECOND PARTY, including the structures, improvements, crops and trees therein, situated at [Name of Barangay, Municipality, Province], Philippines, herein referred to as the **Affected Property**, and more particularly described as follows:

[Technical Description of the Property]

“Transfer (or Original) Certificate of Title No. _____, Total Land Area of ____ m² (or ____ m² Portion of the Total Land Area of ____ m²), Location at _____”

WHEREAS, the SECOND PARTY, being the true, lawful, and absolute owner in fee simple of the Affected Property herein described, covered by Transfer (or Original) Certificate of Title No. _____ of the Registry of Deeds, a photocopy of which is attached and made an integral part hereof, hereby concede(s) to absolutely and irrevocably sell, transfer, and convey to the FIRST PARTY the said ____ square-meter Affected Property, including the structures, improvements, crops and trees therein, such improvements being covered by Tax Declaration No. _____ in the name of the SECOND PARTY, a photocopy of which is attached and made an integral part hereof; and

WHEREAS, the FIRST PARTY hereby agrees to buy the said Affected Property, including the structures, improvements, crops and trees therein, at the Total Price and under the terms and conditions set forth hereinafter;

NOW, THEREFORE, pursuant to Republic Act No. 10752 (Right-of-Way Act), for

and in consideration of the Total Price of _____ Philippine Pesos (PhP _____), exclusive of Value Added Tax, which Total Price shall be paid by the FIRST PARTY to the SECOND PARTY in accordance with the schedule provided below, SECOND PARTY hereby sells, transfers, and conveys to the FIRST PARTY the said square-meter Affected Property described herein, including the structures, improvements, crops and trees therein, free and clear of all liens and encumbrances, or claims whatsoever, except those already annotated and appearing at the back of the Certificate of Title upon execution of this Deed, and is, and shall continue to be, not subject to any claim, set-off, or defense which will prevent the FIRST PARTY from obtaining absolute ownership in fee simple over the said affected portion of the Property and full possession of the same.

The said consideration or Total Price of _____ Philippine Pesos (PhP _____) is the sum of the following components:

- a. Price of the Affected Land: _____ Philippine Pesos (PhP _____);
- b. Price of the Affected Structures and Improvements: _____ Philippine Pesos (PhP _____); and
- c. Price of the Affected Crops and Trees: _____ Philippine Pesos (PhP _____).

The FIRST PARTY shall pay the said consideration or Total Price to the SECOND PARTY in accordance with the following schedule:

- a. First payment - to be made upon the execution of this Deed - covering the sum of the following amounts, less any unpaid Real Property Taxes on the Affected Property that are due as of the end of the quarter covering this Deed of Absolute Sale, as hereinafter provided:
 - 1) Fifty percent (50%) of the abovementioned Price of the Affected Land, or _____ Philippine Pesos (PhP _____);
 - 2) Seventy percent (70%) of the abovementioned Price of the Affected Structures and Improvements, or _____ Philippine Pesos (PhP _____); and
 - 3) Seventy percent (70%) of the abovementioned Price of the Affected Crops and Trees, or _____ Philippine Pesos (PhP _____).
- b. Second and final payment - to be made (a) at the time of the transfer of the Title in the name of the Republic of the Philippines, in case the land is wholly affected or (b) at the time of the annotation of this Deed on the Title, in case the land is partially affected, provided that the land is already completely cleared of structures, improvements, crops and trees, as certified by the Head of the Implementing Office (IO) for the Project, in the following amounts, less any unpaid Real Property Taxes, as hereinafter provided:
 - 1) Fifty percent (50%) of the abovementioned Price of the Affected Land, or _____ Philippine Pesos (PhP _____);

- 2) Seventy percent (30%) of the abovementioned Price of the Affected Structures and Improvements, or _____ Philippine Pesos (PhP _____); and
- 3) Seventy percent (30%) of the abovementioned Price of the Affected Crops and Trees, or _____ Philippine Pesos (PhP _____).

Pursuant to R.A. 10752, the FIRST PARTY shall remit to the Bureau of Internal Revenue (BIR), for the account of the SECOND PARTY, the Capital Gains Tax due on the sale of the Affected Land, to be funded from appropriate funds of the FIRST PARTY outside the said consideration or Total Price of the Affected Land.

The FIRST PARTY shall remit to the Local Government Unit concerned any unpaid Real Property Taxes of the SECOND PARTY, as deducted from the said amount of consideration or Total Price.

The FIRST PARTY shall pay the corresponding Documentary Stamp Tax to the BIR, Transfer Tax to the Provincial/City Treasurer's Office, and Registration Fees to the Register of Deeds, to be funded from appropriate funds of the FIRST PARTY outside the said amount of consideration or Total Price.

The FIRST PARTY shall undertake the survey of the Property for the purpose of separating and annotating the purchased portion from the main lot, and shall bear the expenses that shall be incurred therein.

The SECOND PARTY warrants that the Property is not involved in any pending or threatened litigation or case brought before a court or any administrative body. Moreover, the SECOND PARTY undertakes to defend, at his own cost and without recourse to the FIRST PARTY, title to the Property subject of this Deed, from any and all claims not annotated on his Certificate of Title.

Upon the signing of this Deed of Absolute Sale, the FIRST PARTY has the right to immediately enter the said Affected Property and implement the Project.

Upon making the first payment to the SECOND PARTY as provided above, and upon due notice to the SECOND PARTY, the FIRST PARTY has the right to demolish and remove the said structures, improvements, crops and trees within the affected portion of the Property.

Upon receipt of full payment of the abovementioned consideration or Total Price, the SECOND PARTY is lawfully and perpetually seized from any and all his/her rights, titles, and interests over the said affected portion of the Property.

IN WITNESS WHEREOF, the FIRST and SECOND PARTIES have hereunto affixed their signatures this ____ day of _____, 20__ at _____.

REPUBLIC OF THE PHILIPPINES
By authority of the Secretary of the
Department of Agriculture

[Signature over Printed Name]
[Position/Office]
FIRST PARTY

[Signature over Printed Name]
[Position/Office]
SECOND PARTY

Signed in the presence of:

[Signature over Printed Name]

[Signature over Printed Name]

Republic of the Philippines)
PROVINCE of _____) s.s.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in _____ personally appeared [Name of Representative], representing the FIRST PARTY (DA-RFO) with Government ID No. ___ issued at _____ on _____, and [Name of Representative] representing the SECOND PARTY (Property Owner), with Government ID No. ___ issued at _____ on _____, known to me and to me known to be the same persons who executed the foregoing Deed of Absolute Sale and acknowledged to me that the same is their free and voluntary act and deed.

This Deed of Absolute Sale consists of two pages, including this page on which this acknowledgement is written, duly signed by the authorized representatives of the FIRST PARTY and the SECOND PARTY and their witnesses on the spaces provided for their signatures on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto affixed my signature and notarial seal this ___ day of _____, 20__ at _____.

Notary Public
Until December 31, 20_____
PTR No. _____
Issued on _____ at _____

Doc. No.: _____
Page No.: _____
Book No.: _____
Series of 20 _____

Appendix E2
DEED OF ABSOLUTE SALE
(For Land Only)

KNOW ALL MEN BY THESE PRESENTS:

This Deed of Absolute Sale, made and executed by and between:

The Republic of the Philippines, represented herein by [Name of Representative], [Position of Representative] of [Name of DA Implementing Office], [Address of Office], duly authorized by the Secretary of the Department of Agriculture, hereinafter called the **FIRST PARTY**,

and

[Name of Property Owner], Filipino, of legal age, single (or married to Name of Husband/Wife) and a resident at [Complete Address], hereinafter called the **SECOND PARTY**;

WITNESSETH:

WHEREAS, the FIRST PARTY will implement the construction of [Name of Project], hereinafter called the **Project**;

WHEREAS, the Project will affect the Property (or a ____ square-meter portion of the Property) of the SECOND PARTY, situated at [Name of Barangay, Municipality, Province], Philippines, herein referred to as the **Affected Property**, and more particularly described as follows:

[Technical Description of the Property]

“Transfer (or Original) Certificate of Title No. _____, Total Land Area of ____ m² (or ____ m² Portion of the Total Land Area of ____ m²), Location at _____”

WHEREAS, the SECOND PARTY, being the true, lawful, and absolute owner in fee simple of the Affected Property herein described, covered by Transfer (or Original) Certificate of Title No. _____ of the Registry of Deeds, a photocopy of which is attached and made an integral part hereof, hereby concede(s) to absolutely and irrevocably sell, transfer, and convey to the FIRST PARTY the said ____ square-meter Affected Property; and

WHEREAS, the FIRST PARTY hereby agrees to buy the said Affected Property at the Total Price and under the terms and conditions set forth hereinafter;

NOW, THEREFORE, pursuant to Republic Act No. 10752 (Right-of-Way Act), for and in consideration of the Total Price of _____ Philippine Pesos (PhP _____), exclusive of Value Added Tax, which Total Price shall be paid by the FIRST PARTY to the SECOND PARTY in accordance with the schedule provided below, SECOND PARTY hereby sells, transfers, and conveys to the FIRST PARTY the said square-meter Affected Property described herein, free

and clear of all liens and encumbrances, or claims whatsoever, except those already annotated and appearing at the back of the Certificate of Title upon execution of this Deed, and is, and shall continue to be, not subject to any claim, set-off, or defense which will prevent the FIRST PARTY from obtaining absolute ownership in fee simple over the said affected portion of the Property and full possession of the same.

The FIRST PARTY shall pay the said consideration or Total Price to the SECOND PARTY in accordance with the following schedule:

- a. First payment - to be made upon the execution of this Deed in the amount equivalent to Fifty percent (50%) of the abovementioned Price of the Affected Land, or _____ Philippine Pesos (PhP _____), less any unpaid Real Property Taxes on the Affected Property that are due as of the end of the quarter covering this Deed of Absolute Sale, as hereinafter provided;
- b. Second and final payment - to be made (a) at the time of the transfer of the Title in the name of the Republic of the Philippines, in case the land is wholly affected or (b) at the time of the annotation of this Deed on the Title, in case the land is partially affected, in the amount equivalent to the remaining Fifty percent (50%) of the abovementioned Price of the Affected Land, or _____ Philippine Pesos (PhP _____), less any unpaid Real Property Taxes, as hereinafter provided.

Pursuant to R.A. 10752, the FIRST PARTY shall remit to the Bureau of Internal Revenue (BIR), for the account of the SECOND PARTY, the Capital Gains Tax due on the sale of the Affected Land, to be funded from appropriate funds of the FIRST PARTY outside the said consideration or Total Price of the Affected Land.

The FIRST PARTY shall remit to the Local Government Unit concerned any unpaid Real Property Taxes of the SECOND PARTY, as deducted from the said amount of consideration or Total Price of the Affected Property.

The FIRST PARTY shall pay the corresponding Documentary Stamp Tax to the BIR, Transfer Tax to the Provincial/City Treasurer's Office, and Registration Fees to the Register of Deeds, to be funded from appropriate funds of the FIRST PARTY outside the said amount of consideration or Total Price of the Affected Property.

The FIRST PARTY shall undertake the survey of the Property for the purpose of separating and annotating the purchased portion from the main lot, and shall bear the expenses that shall be incurred therein.

The SECOND PARTY warrants that the Property is not involved in any pending or threatened litigation or case brought before a court or any administrative body. Moreover, the SECOND PARTY undertakes to defend, at his own cost and without recourse to the FIRST PARTY, title to the Property subject of this Deed, from any and all claims not annotated on his Certificate of Title.

Upon the signing of this Deed of Absolute Sale, the FIRST PARTY has the right to immediately enter the said Affected Property and implement the Project without due notice to the SECOND PARTY.

Upon receipt of full payment of the abovementioned consideration or Total Price, the SECOND PARTY is lawfully and perpetually seized from any and all his/her rights, titles, and interests over the said affected portion of the Property.

IN WITNESS WHEREOF, the FIRST and SECOND PARTIES have hereunto affixed their signatures this ____ day of _____, 20__ at _____.

REPUBLIC OF THE PHILIPPINES
By authority of the Secretary of the
Department of Agriculture

[Signature over Printed Name]
[Position/Office]
FIRST PARTY

[Signature over Printed Name]
[Position/Office]
SECOND PARTY

Signed in the presence of:

[Signature over Printed Name]

[Signature over Printed Name]

Republic of the Philippines)
PROVINCE of _____) s.s.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in _____ personally appeared [Name of Representative], representing the FIRST PARTY (DA-RFO) with Government ID No. ____ issued at _____ on _____, and [Name of Representative] representing the SECOND PARTY (Property Owner), with Government ID No. ____ issued at _____ on _____, known to me and to me known to be the same persons who executed the foregoing Deed of Absolute Sale and acknowledged to me that the same is their free and voluntary act and deed.

This Deed of Absolute Sale consists of two pages, including this page on which this acknowledgement is written, duly signed by the authorized representatives of the FIRST PARTY and the SECOND PARTY and their witnesses on the spaces provided for their signatures on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto affixed my signature and notarial seal this ____ day of _____, 20__ at _____.

Notary Public
Until December 31, 20_____
PTR No. _____
Issued on _____ at _____

Doc. No.: _____
Page No.: _____
Book No.: _____
Series of 20 _____

Appendix F
EXTRA JUDICIAL SETTLEMENT OF ESTATE
WITH DEED OF ABSOLUTE SALE

KNOW ALL MEN BY THESE PRESENTS:

THIS Extrajudicial Settlement of Estate with Deed of Absolute Sale, made and executed by:

[Name of Heir], Filipino, of legal age, single (married to _____),
and a resident of _____;

[Name of Heir], Filipino, of legal age, single (married to _____),
and a resident of _____; and

[Name of Heir], Filipino, of legal age, single (married to _____),
and a resident of _____;

Herein represented by [Name of Representative] or the **FIRST PARTY**;

and

The Republic of the Philippines, represented herein by [Name of Representative],
[Position of Representative] of [Name of DA Implementing Office], [Address of Office],
duly authorized by the Secretary of the Department of Agriculture, hereinafter called
the **SECOND PARTY**,

WITNESSETH:

WHEREAS [Name of Property Owner], (the "Decedent") died on _____ in
_____, Philippines;

WHEREAS [Name of Heir], [Name of Heir], and [Name of Heir] are the legitimate
children of the (PROPERTY OWNER), and his/her only surviving heirs;

WHEREAS [Name of Property Owner] died intestate and without leaving any debts
whatsoever;

WHEREAS [Name of Property Owner] died leaving a parcel of land located at
_____, covered by OCT/TCT No. _____ of the
Registry of Deeds of _____, a copy of which is attached and made
an integral part hereof, hereinafter referred to as the **PROPERTY**, more particularly
described as follows:

[Technical Description of the Property]

WHEREAS, the SECOND PARTY will implement the [Name of Project], hereinafter called the **Project**, which will affect a _____ square-meter portion of the PROPERTY, hereinafter called the **AFFECTED LAND**, and more particularly described as follows:

[Technical description of the Affected Land under this Deed]

WHEREAS, the FIRST PARTY, being the true, lawful, and absolute owner in fee simple of the PROPERTY herein described, hereby agree and concede to absolutely and irrevocably sell, transfer, and convey to the SECOND PARTY the said _____ square-meter AFFECTED LAND;

WHEREAS, the SECOND PARTY hereby agrees to buy the said AFFECTED LAND at the Total Price and under the terms and conditions set forth hereinafter;

NOW, THEREFORE, pursuant to Republic Act No. 10752 (Right-of-Way Act), for and in consideration of the Total Price of the Affected Land of _____ Philippine Pesos (PhP _____), to be paid by the SECOND PARTY to the FIRST PARTY in accordance with the schedule provided below, the FIRST PARTY hereby sells, transfers, and conveys to the SECOND PARTY the said AFFECTED LAND described herein, free and clear of all liens and encumbrances, or claims whatsoever, except those already annotated and appearing at the back of the Certificate of Title upon the execution of this Deed, and is, and shall continue to be, not subject to any claim, set-off, or defense which will prevent the SECOND PARTY from obtaining absolute ownership in fee simple over the said Affected Land and full possession of the same;

The SECOND PARTY shall pay the said Total Price of the AFFECTED LAND to the FIRST PARTY in accordance with the following schedule:

- a. First payment --- to be made upon the execution of this Deed, equivalent to fifty percent (50%) of the said Total Price of the Affected Land, or _____ Philippine Pesos (PhP _____), less any unpaid Real Property Taxes on the Affected Land that are due as of the end of the quarter covering this Deed of Absolute Sale, as well as Estate Tax due from the HEIRS/FIRST PARTY; and
- b. Second and final payment --- to be made (a) at the time of the transfer of the title in the name of the Republic of the Philippines, in case the land is wholly affected, or (b) at the time of the annotation of this Deed on the title, in case the land is partially affected, less any unpaid Real Property Tax, provided that the land is already completely cleared of structures, improvements, crops and trees, as certified by the Head of the Implementing Agency (IA) for the Project, equivalent to the remaining fifty percent (50%) of the said Total Price of the Affected Land, or _____ Philippine Pesos (PhP _____), less any unpaid Real Property Taxes.

Pursuant to RA 10752, the SECOND PARTY shall remit to the Bureau of Internal Revenue (BIR), for the account of the FIRST PARTY, the Capital Gains Tax due on

the sale of the AFFECTED LAND, to be funded from appropriate funds of the SECOND PARTY outside the said consideration or Total Price of the AFFECTED LAND.

The SECOND PARTY shall remit to the BIR the Estate Taxes due from the FIRST PARTY, as deducted from the said consideration or Total Price of the AFFECTED LAND.

The SECOND PARTY shall remit to the Local Government Unit concerned any unpaid Real Property Taxes on the PROPERTY, as deducted from the said consideration or Total Price of the AFFECTED LAND.

The SECOND PARTY shall pay the corresponding Documentary Stamp Tax to the BIR, Transfer Tax to the Provincial/City Treasurer's Office, and Registration Fees to the Register of Deeds, to be funded from appropriate funds of the SECOND PARTY outside the said consideration or Total Price of the AFFECTED LAND.

The SECOND PARTY shall undertake the survey of the PROPERTY for the purpose of separating and annotating the purchased portion from the main lot, and shall bear the expenses that shall be incurred therein.

The FIRST PARTY warrants that the said PROPERTY is not involved in any pending or threatened litigation or case brought before a court or any administrative body. Moreover, the FIRST PARTY undertakes to defend, at his own cost and without recourse to the SECOND PARTY, title to the Property subject of this Deed, from any and all claims not annotated on his Certificate of Title.

Upon the signing of this Deed of Absolute Sale, the SECOND PARTY has the right to immediately enter the said AFFECTED LAND and implement the Project.

Upon receipt of full payment of the abovementioned consideration or Price of the Affected Land, the FIRST PARTY is lawfully and perpetually seized from any and all his/her rights, titles, and interests over the said AFFECTED LAND.

Notwithstanding the foregoing, the PARTIES understand that this EXTRAJUDICIAL SETTLEMENT WITH DEED OF ABSOLUTE SALE is subject to the liabilities imposed by the provisions of RULE 74, sec. 4 of the Rules of Court regarding the rights of any person, heir or creditor who might have been deprived of his or her lawful participation in the estate of the said deceased and who may appear within a period of TWO (2) years from the time of settlement and distribution of the Decedent's estate.

Meantime, pursuant to Sec. 1, Rule 74 of the Revised Rules of Court of the Philippines, the HEIRS agree to divide, as they do hereby divide and adjudicate, the proceeds of the sale of the AFFECTED LAND, as well as divide among themselves, the remaining unsold portion of the PROPERTY in the following manner:

- a. [Name of Heir] – share;
- b. [Name of Heir] – share; and
- c. [Name of Heir] – share.

The PARTIES hereby affirm that they have executed this instrument out of their own free will without force, intimidation or violence upon their person, and that they have hereby received their just and proper share and have no more claim or demand against each other in connection with the adjudication of the above-described real property.

IN WITNESS WHEREOF, the FIRST and SECOND PARTIES have hereunto affixed their signatures this ____ day of _____, 20__ at _____.

REPUBLIC OF THE PHILIPPINES
By authority of the Secretary of the
Department of Agriculture

[Signature over Printed Name]
[Representative]
FIRST PARTY

[Signature over Printed Name]
[Position/Office]
SECOND PARTY

Signed in the presence of:

[Signature over Printed Name]

[Signature over Printed Name]

Republic of the Philippines)
PROVINCE of _____) s.s.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in _____ personally appeared [Name of Representative], representing the FIRST PARTY with Government ID No. ____ issued at _____ on _____, and [Name of Representative] representing the SECOND PARTY, with Government ID No. ____ issued at _____ on _____, known to me and to me known to be the same persons who executed the foregoing Extrajudicial Settlement of Estate with Deed of Absolute Sale and acknowledged to me that the same is their free and voluntary act and deed.

This Extrajudicial Settlement of Estate with Deed of Absolute Sale consists of two pages, including this page on which this acknowledgement is written, duly signed by the authorized representatives of the FIRST PARTY and the SECOND PARTY and their witnesses on the spaces provided for their signatures on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto affixed my signature and notarial seal this ____ day of _____, 20__ at _____.

Notary Public
Until December 31, 20_____
PTR No. _____
Issued on _____ at _____

Doc. No.: _____
Page No.: _____
Book No.: _____
Series of 20 _____

Appendix G
DEED OF EXCHANGE

KNOW ALL MEN BY THESE PRESENTS:

This Deed of Exchange, made and entered into by and between:

The Republic of the Philippines, represented herein by [Name of Representative], [Position of Representative] of [Name of DA Implementing Office], [Address of DA Office], duly authorized by the Secretary of the Department of Agriculture, hereinafter called the **FIRST PARTY**;

and

[Name of Property Owner], Filipino, of legal age, single (or married to Name of Husband/Wife) and a resident at [Complete Address], hereinafter called the **SECOND PARTY**,

WITNESSETH:

WHEREAS, the FIRST PARTY is the absolute owner in fee simple of that certain parcel of land (and improvements thereon, if there are any) situated at [Name of Barangay, Municipality, Province], Philippines, containing an area of ____ square meters, more or less, covered by Transfer (or Original) Certificate of Title No. _____ of the Registry of Deeds, more particularly described as follows:

[Technical Description of the Property]

WHEREAS, the SECOND PARTY is the absolute owner in fee simple of that certain parcel of land (and improvements thereon, if there are any) situated at [Name of Barangay, Municipality, Province], Philippines, which will be affected by [Name of Project], and identified as Lot No. _____ containing an area of ____ square meters, more or less, and covered by Transfer (or Original) Certificate of Title No. _____ of the Registry of Deeds, more particularly described as follows:

[Technical Description of the Property]

WHEREAS, the two Parties are willing and agreeable to exchange their respective properties as described above; and

WHEREAS, the proposed exchange is to the mutual advantage of the two Parties, considering that their respective properties are deemed to be of equal values;

NOW, THEREFORE, for and in consideration of the foregoing premises and pursuant to the provisions of Republic Act No. 926, the Parties hereto mutually agree as follows:

1. The FIRST PARTY does by these presents transfer and convey by way of exchange unto the SECOND PARTY, his (or her/their) heirs, executors, and assigns, all the rights and appurtenances thereunto belonging or in anywise

appertaining to the SECOND PARTY, free from all liens, charges, or encumbrances whatsoever, its property herein described, subject, however, to existing public roads and public utility easements, and further agrees to shoulder the expenses relative to the registration of this instrument;

2. The SECOND PARTY, in consideration of the transfer made to him (or her/them) by the FIRST PARTY, does by these presents hereby transfer and convey by way of exchange unto the FIRST PARTY, its successors, administrators, and assigns, his (or her, or their) property herein described.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this ____ day of _____, 20__ at _____.

REPUBLIC OF THE PHILIPPINES
By authority of the Secretary of the
Department of Agriculture

[Signature over Printed Name]
[Position/Office]
FIRST PARTY

[Signature over Printed Name]
[Position/Office]
SECOND PARTY

Signed in the presence of:

[Signature over Printed Name]

[Signature over Printed Name]

APPROVED:

By Authority of the President:

[Signature over Printed Name]
Office of the President of the Philippines

Republic of the Philippines)
PROVINCE of _____) s.s.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in _____ personally appeared [Name of Representative], representing the FIRST PARTY (DA-RFO) with Government ID No. ____ issued at _____ on _____, and [Name of Representative] representing the SECOND PARTY, with Government ID No. ____ issued at _____ on _____, known to me and to me known to be the same persons who executed the foregoing Deed of Exchange and acknowledged to me that the same is their free and voluntary act and deed.

This Deed of Exchange consists of two pages, including this page on which this acknowledgement is written, duly signed by the authorized representatives of the FIRST PARTY and the SECOND PARTY and their witnesses on the spaces provided for their signatures on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto affixed my signature and notarial seal this ____ day of _____, 20__ at _____.

Notary Public
Until December 31, 20_____
PTR No. _____
Issued on _____ at _____

Doc. No.: _____
Page No.: _____
Book No.: _____
Series of 20 _____

Appendix G1
QUIT CLAIM DEED
(For Unpatented Lands)

KNOW ALL MEN BY THESE PRESENTS:

I, [Name of Property Owner], Filipino, of legal age, single (or married to Name of Husband/Wife) and a resident at [Complete Address], do hereby declare and state the following:

1. I am a homestead (lease, or sale, whichever is applicable) applicant for a piece of land situated at [Name of Barangay, Municipality, Province], Philippines covered by Application No.____, and assessed at _____ Philippine Pesos (PhP _____) under Tax Declaration No. _____, more particularly described as follows:

Bounded on the North by: _____
Bounded on the East by: _____
Bounded on the South by: _____
Bounded on the West by: _____
Containing an area of: _____

2. The Republic of the Philippines, through the Department of Agriculture (DA), will implement the [Name of Project], which will require a portion of the land above described and its improvements for the right-of-way.
3. Pursuant to the above-mentioned Project, I do hereby waive all my rights, now or in the future, over all parts of the land above described which may form part of the twenty (20)-/ sixty (60)-meter road right-of-way, as provided for under Section 112 of Commonwealth Act No. 141 and Presidential Decree 635 as amended, prescribing that "Said land shall further be subject to right-of-way not exceeding twenty (20) / sixty (60) meters in width for public highways...", except for any improvements which may be found thereon, particularly described hereunder:

[Description of the Affected Area]

4. I shall not claim or demand any payment for the use of the portion of the land by the Government for the purpose abovementioned, except for damages to the improvements that will be affected by the 20 / 60-meter wide road right-of-way;
5. By virtue of this Quit Claim Deed, the [Name of DA Implementing Office], through his duly authorized representative, may enter the premises of the abovementioned land for the purpose of implementing the said Project, remove such improvements thereon as the implementation of the Project shall require, immediately upon payment of the just and true value of the improvements.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this ____ day of _____, 20__ at _____.

[Signature over Printed Name]
Property Owner/Applicant

Signed in the presence of:

[Signature over Printed Name]

[Signature over Printed Name]

Republic of the Philippines)
PROVINCE of _____) s.s.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in _____ personally appeared [Name of Property Owner], with Government ID No. ____ issued at _____ on _____, known to me and to me known to be the same persons who executed the foregoing Quit Claim Deed and acknowledged to me that the same is their free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto affixed my signature and notarial seal this ____ day of _____, 20__ at _____.

Notary Public
Until December 31, 20_____
PTR No._____
Issued on_____ at_____

Doc. No.: _____
Page No.: _____
Book No.: _____
Series of 20 _____

Appendix G2
QUIT CLAIM DEED
(For Lands Acquired under the Public Land Law)

KNOW ALL MEN BY THESE PRESENTS:

I, [Name of Property Owner], Filipino, of legal age, single (or married to Name of Husband/Wife) and a resident at [Complete Address], do hereby declare and state the following:

1. I am the owner of a certain parcel of land (with the building or house and improvements thereon, if there are any) situated at [Name of Barangay, Municipality, Province], Philippines, known as Lot No. _____, FP (F, or H) No. _____, and covered by Original (or Transfer) Certificate of Title No. of _____ the Registry of Deeds, more particularly described as follows:

Bounded on the North by: _____
Bounded on the East by: _____
Bounded on the South by: _____
Bounded on the West by: _____
Containing an area of: _____

1. The Republic of the Philippines, through the Department of Agriculture (DA), will implement the [Name of Project], which will require a portion of the land above described and its improvements for the right-of-way.
2. Pursuant to the above-mentioned Project, I do hereby waive all my rights, now or in the future, over all parts of the land above described which may form part of the twenty (20)-/ sixty (60)-meter road right-of-way, as provided for under Section 112 of Commonwealth Act No. 141 and Presidential Decree 635 as amended, prescribing that "Said land shall further be subject to right-of-way not exceeding twenty (20) / sixty (60) meters in width for public highways...", except for any improvements which may be found thereon, particularly described hereunder:

[Description of the Affected Area]

3. I shall not claim or demand any payment for the use of the portion of the land by the Government for the purpose abovementioned, except for damages to the improvements that will be affected by the 20 / 60-meter wide road right-of-way;
4. By virtue of this Quit Claim Deed, the [Name of DA Implementing Office], through his duly authorized representative, may enter the premises of the abovementioned land for the purpose of implementing the said Project, remove such improvements thereon as the implementation of the Project shall require, immediately upon payment of the just and true value of the improvements.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this ____ day of _____, 20__ at _____.

[Signature over Printed Name]
Property Owner/Applicant

Signed in the presence of:

[Signature over Printed Name]

[Signature over Printed Name]

Republic of the Philippines)
PROVINCE of _____) s.s.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in _____ personally appeared [Name of Property Owner], with Government ID No. ____ issued at _____ on _____, known to me and to me known to be the same persons who executed the foregoing Quit Claim Deed and acknowledged to me that the same is their free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto affixed my signature and notarial seal this ____ day of _____, 20__ at _____.

Notary Public
Until December 31, 20_____
PTR No._____
Issued on_____ at_____

Doc. No.: _____
Page No.: _____
Book No.: _____
Series of 20 _____

Appendix H
AGREEMENT FOR RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement for Right-Of-Way Easement, made and entered into by and between:

The Republic of the Philippines, represented herein by [Name of Representative], [Position of Representative] of [Name of DA Implementing Office], [Address of DA Office], duly authorized by the Secretary of the Department of Agriculture, hereinafter called the **FIRST PARTY**;

and

[Name of Property Owner], Filipino, of legal age, single (or married to Name of Husband/Wife) and a resident at [Complete Address], hereinafter called the **SECOND PARTY**,

WITNESSETH:

WHEREAS, the FIRST PARTY will implement the [Name of Project], hereinafter called the Project;

WHEREAS, the Project will pass over and affect a ____ square-meter portion of the Property of the SECOND PARTY, a certain parcel of land including the structures, improvements, crops and trees therein, situated at [Name of Barangay, Municipality, Province], acquired by him (or her/them) through _____, bound by the following:

On the North, by the property of _____,
On the East, by the property of _____,
On the South, by the property of _____,
On the West, by the property of _____,

[if the land is registered] containing an area of ____ square meters, more or less, registered with the Registry of Deeds of _____ as Lot No. ____, Block No. ____, Plan No. ____ under Transfer (or Original) Certificate of Title No. _____ in the name of _____;

[if the land is not registered] containing an area of ____ square meters, more or less, declared in said municipality under Tax Declaration No. _____ (page no. ____, for the year _____, copy attached), with an assessed value of _____ Philippine Pesos (PhP _____), in the name of _____, who is (or was, whichever is applicable) its present (or former) owner, and with the following person(s) presently in possession (or occupation) as lessee (or mortgagee, etc., as applicable):

NOW THEREFORE, for and in consideration of the construction and maintenance of said road by the FIRST PARTY, and of the payment to the SECOND PARTY of the sum of _____ Philippines Peso (PhP _____), (at PhP _____ per square meter) as compensation or liquidated damages for the use and occupancy of said land and as full payment for the portion thereof, with the road right-of-way as finally determined, and of the other stipulations herein contained, the Parties hereto agree as follows:

1. The SECOND PARTY hereby approves and consents to the implementation of the Project over and through his (or her/their) land herein described and specified, and grants and cedes unto the FIRST PARTY a perpetual easement of right-of-way of _____ square meters in width over and through said land for the Project road, giving unto the FIRST PARTY the right to enter therein and to make such surveys as may be necessary to determine and locate the line and course of Project road and to undertake the related construction and maintenance works for it. The FIRST PARTY shall exercise exclusive rights within and over the area embraced by the boundary lines of said road right-of-way, as shown in the following sketch, until released in writing by and in its discretion:

[Sketch]

Area of portion included in the road right-of-way: _____ square meters

2. The FIRST PARTY agrees to remove, at its own expense, all fences, house, (mention other structures as necessary), and similar improvements situated within the _____ square meters road right-of-way, and to rebuild the same outside the boundary lines of said road right-of-way in, at least, as good as the conditions they were before being removed, or to make due and appropriate compensation therefor, including fruit-bearing trees and growing crops, as agreed upon by the parties thereto, but not to exceed the rate fixed by the Municipal (or City) Assessor as established by Executive Order No. 1035, series of 1985.
3. In the event it becomes necessary or advisable to alter or change the course of said Project road (realignment), the FIRST PARTY shall have the right to utilize such other portions (or the remaining portions) of the land and improvements thereon belonging to the SECOND PARTY, as may be necessary for that purpose, subject to the same rights, privileges, and compensation as set out in the preceding paragraphs hereof and upon the terms and conditions herein.
4. If the SECOND PARTY has no other land for the realignment, and the area required and described in the first paragraph is no longer needed by the FIRST PARTY after it has made payment to the SECOND PARTY, the SECOND PARTY has the option to repossess the area upon refund of the payment made by the FIRST PARTY.
5. If the SECOND PARTY fails to return or refund the amount he (or she/they)

has received from the FIRST PARTY within two (2) years after receipt of the FIRST PARTY's written notice of its abandonment of the area and its demand for the refund or return of the amount it has paid therefor, ownership over the abandoned area shall automatically vest on the FIRST PARTY.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this ____ day of _____, 20__ at _____.

REPUBLIC OF THE PHILIPPINES
By authority of the Secretary of the
Department of Agriculture

[Signature over Printed Name]
[Position/Office]
FIRST PARTY

[Signature over Printed Name]
[Position/Office]
SECOND PARTY

Signed in the presence of:

[Signature over Printed Name]

[Signature over Printed Name]

Republic of the Philippines)
PROVINCE of _____) s.s.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in _____ personally appeared [Name of Representative], representing the FIRST PARTY (DA-RFO) with Government ID No. ____ issued at _____ on _____, and [Name of Representative] representing the SECOND PARTY, with Government ID No. ____ issued at _____ on _____, known to me and to me known to be the same persons who executed the foregoing Agreement for Road Right-Of-Way Easement and acknowledged to me that the same is their free and voluntary act and deed.

This Agreement for Road Right-Of-Way Easement consists of two pages, including this page on which this acknowledgement is written, duly signed by the authorized representatives of the FIRST PARTY and the SECOND PARTY and their witnesses on the spaces provided for their signatures on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto affixed my signature and notarial seal this ____ day of _____, 20__ at _____.

Notary Public
Until December 31, 20_____
PTR No. _____
Issued on _____ at _____

Doc. No.: _____
Page No.: _____
Book No.: _____
Series of 20 _____

Appendix I
PERMIT TO ENTER

Date: _____

I, _____, of legal age and single/married, with residence address at _____, as the registered owner of a parcel of land situated in [Name of Barangay, Municipality, Province], Philippines, the title thereto being evidenced by Original Certificate of Title/Transfer Certificate of Title/EP/CLOA/Tax Declaration No. _____, issued by the Assessor's Office of _____, hereby irrevocably, unconditionally and absolutely authorize, permit, and allow the Republic of the Philippines, acting by and through the Department of Agriculture, [Name of DA Implementing Office], its successors' and assigns, contractors and subcontractors, and agents and representatives, unimpeded entry and unlimited access to the said parcel of land and to conduct and undertake surveying, clearing and removal of structures, improvements, crops, trees, and other items therein, soil tests and other engineering investigations, design, pre-construction and actual construction activities as well as other activities needed for or related to the design and implementation of the DA-RFO Project entitled _____.

[Signature over Printed Name]
Land Owner

Attested by:

[Signature over Printed Name]
ROW Engineer
DA-RFO

Appendix J
AGREEMENT TO DEMOLISH AND REMOVE IMPROVEMENTS (ADRI)

KNOW ALL MEN BY THESE PRESENTS:

This Agreement to Demolish and Remove Improvements, hereinafter called as **ADRI**, made and entered into by and between:

The Republic of the Philippines, represented herein by [Name of Representative], [Position of Representative] of [Name of DA Implementing Office], [Address of DA Office], duly authorized by the Secretary of the Department of Agriculture, hereinafter called the **FIRST PARTY**;

and

[Name of Property Owner], Filipino, of legal age, single (or married to Name of Husband/Wife) and a resident at [Complete Address], hereinafter called the **SECOND PARTY**,

WITNESSETH:

WHEREAS, the FIRST PARTY will implement the [Name of Project], which will [partially/ totally] affect the following improvements of the SECOND PARTY which are within the defined right-of-way (ROW) of the Project:

Description of Improvement	Size Affected
e.g., House, two storeys, made of concrete and wood	e.g., 120 sq. m of floor area
e.g., Concrete Hollow Block (CHB) wall, 2 m high	e.g., 100 m

WHEREAS, the SECOND PARTY is the true, lawful, and absolute owner in fee simple of the abovementioned improvements, as evidenced by Tax Declaration No. _____, a photocopy of which is attached and made an integral part hereof;

WHEREAS, the Parties have entered into a Deed of Absolute Sale (DAS), a copy of which is attached and made an integral part hereof, which Deed provides the following, among others:

- a. For and in consideration of the Total Price indicated in the said DAS, to be paid by the FIRST PARTY to the SECOND PARTY in accordance with the schedule provided in the DAS, the SECOND PARTY hereby sells, transfers, and conveys to the FIRST PARTY the improvements listed above;
- b. The FIRST PARTY shall pay the said Total Price to the SECOND PARTY in accordance with the following schedule:

1. First payment - to be made upon the execution of the DAS – equivalent to seventy percent (70%) of the said Total Price, minus the corresponding Capital Gains Tax and any unpaid Real Property Taxes of the SECOND PARTY as hereinafter provided.
2. Second and final payment - to be made (a) at the time of the transfer of the Title to the land in the name of the Republic of the Philippines, in case the land is wholly affected or (b) at the time of the annotation of the DAS on the Title to the land, in case the land is partially affected, provided that the land is already completely cleared of the said improvements, as certified by the Head of the Implementing Agency for the Project - equivalent to the remaining thirty percent (30%) of the said Total Price, minus the corresponding Capital Gains Tax and any unpaid Real Property Taxes of the SECOND PARTY as hereinafter provided.

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties hereby agree on the following:

- a. The SECOND PARTY shall completely demolish and remove the improvements listed above within _____ days from receipt of the first payment mentioned above.
- b. If the SECOND PARTY chooses to retain the salvaged materials of the improvements, no salvage value shall be deducted from the final payment.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this ____ day of _____, 20__ at _____.

REPUBLIC OF THE PHILIPPINES
By authority of the Secretary of the
Department of Agriculture

[Signature over Printed Name]
[Position/Office]
FIRST PARTY

[Signature over Printed Name]
[Position/Office]
SECOND PARTY

Signed in the presence of:

[Signature over Printed Name]

[Signature over Printed Name]

Republic of the Philippines)
PROVINCE of _____) s.s.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in _____ personally appeared [Name of Representative], representing the FIRST PARTY (DA-RFO) with Government ID No. ____ issued at _____ on _____, and [Name of Representative] representing the SECOND PARTY, with Government ID No. ____ issued at _____ on _____, known to me and to me known to be the same persons who executed the foregoing ADRI and acknowledged to me that the same is their free and voluntary act and deed.

This ADRI consists of two pages, including this page on which this acknowledgement is written, duly signed by the authorized representatives of the FIRST PARTY and the SECOND PARTY and their witnesses on the spaces provided for their signatures on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto affixed my signature and notarial seal this ____ day of _____, 20__ at _____.

Notary Public
Until December 31, 20_____
PTR No. _____
Issued on _____ at _____

Doc. No.: _____
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Appendix K
AGREEMENT TO DEMOLISH, REMOVE, AND RECONSTRUCT IMPROVEMENTS
(ADRRRI)

KNOW ALL MEN BY THESE PRESENTS:

This Agreement to Demolish, Remove, and Reconstruct Improvements, hereinafter called as **ADRRRI**, made and entered into by and between:

The Republic of the Philippines, represented herein by [Name of Representative], [Position of Representative] of [Name of DA Implementing Office], [Address of DA Office], duly authorized by the Secretary of the Department of Agriculture, hereinafter called the **FIRST PARTY**;

and

[Name of Property Owner], Filipino, of legal age, single (or married to Name of Husband/Wife) and a resident at [Complete Address], hereinafter called the **SECOND PARTY**,

WITNESSETH:

WHEREAS, the FIRST PARTY will implement the [Name of Project], which will [partially/ totally] affect the following improvements of the SECOND PARTY which are within the defined right-of-way (ROW) of the Project:

Description of Improvement	Size Affected
e.g., House, two storeys, made of concrete and wood	e.g., 120 sq. m of floor area
e.g., Concrete Hollow Block (CHB) wall, 2 m high	e.g., 100 m

WHEREAS, the SECOND PARTY is the true, lawful, and absolute owner in fee simple of the abovementioned improvements, as evidenced by Tax Declaration No. _____, a photocopy of which is attached and made an integral part hereof;

WHEREAS, the SECOND PARTY hereby consents and binds himself (or herself/themselves) to demolish, remove, transfer, and reconstruct the above-listed improvements outside the road right-of-way of the abovementioned Project;

WHEREAS, the SECOND PARTY agrees that the basis for the determination of just compensation for the property acquired shall be governed by the provisions of Republic Act 10752 and its Implementing Rules and Regulations; and

WHEREAS, the Parties have entered into a Deed of Absolute Sale (DAS), a copy of which is attached and made an integral part hereof, which Deed provides the following, among others:

- c. For and in consideration of the Total Price indicated in the said DAS, to be paid by the FIRST PARTY to the SECOND PARTY in accordance with the

schedule provided in the DAS, the SECOND PARTY hereby sells, transfers, and conveys to the FIRST PARTY the improvements listed above;

d. The FIRST PARTY shall pay the said Total Price to the SECOND PARTY in accordance with the following schedule:

3. First payment - to be made upon the execution of the DAS, equivalent to seventy percent (70%) of the said Total Price, minus the corresponding Capital Gains Tax and any unpaid Real Property Taxes of the SECOND PARTY as hereinafter provided.
4. Second and final payment - to be made (a) at the time of the transfer of the Title to the land in the name of the Republic of the Philippines, in case the land is wholly affected or (b) at the time of the annotation of the DAS on the Title to the land, in case the land is partially affected, provided that the land is already completely cleared of the said improvements, as certified by the Head of the Implementing Office (IO) for the Project, equivalent to the remaining thirty percent (30%) of the said Total Price, minus the corresponding Capital Gains Tax and any unpaid Real Property Taxes of the SECOND PARTY as hereinafter provided.

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties hereby agree on the following:

- a. The SECOND PARTY shall completely demolish and remove the improvements listed above within ____ days from receipt of the first payment mentioned above;
- b. The SECOND PARTY may, at his/her own expense, reconstruct the improvements or parts thereof outside the said ROW, subject to existing laws and regulations; and
- c. If the SECOND PARTY chooses to retain the salvaged materials of the improvements, no salvage value shall be deducted from the final payment.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this ____ day of _____, 20__ at _____.

REPUBLIC OF THE PHILIPPINES
By authority of the Secretary of the
Department of Agriculture

[Signature over Printed Name]
[Position/Office]
FIRST PARTY

[Signature over Printed Name]
[Position/Office]
SECOND PARTY

Signed in the presence of:

[Signature over Printed Name]

[Signature over Printed Name]

Republic of the Philippines)
PROVINCE of _____) s.s.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in _____ personally appeared [Name of Representative], representing the FIRST PARTY (DA-RFO) with Government ID No. ___ issued at _____ on _____, and [Name of Representative] representing the SECOND PARTY, with Government ID No. ___ issued at _____ on _____, known to me and to me known to be the same persons who executed the foregoing ADRRI and acknowledged to me that the same is their free and voluntary act and deed.

This ADRRI consists of two pages, including this page on which this acknowledgement is written, duly signed by the authorized representatives of the FIRST PARTY and the SECOND PARTY and their witnesses on the spaces provided for their signatures on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto affixed my signature and notarial seal this ___ day of _____, 20__ at _____.

Notary Public
Until December 31, 20_____
PTR No. _____
Issued on _____ at _____

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5. Settling CGT and DST and obtaining OR and Certificate Authorizing Registration (CAR)
6. Payment of registration Fee in the Registry of Deeds and Transfer of Title in the name of the Republic of the Philippines (Department of Agriculture)
7. Payment to the Property Owner
 - If the property is not mortgaged, the amount to be paid to the owner shall be the amount indicated in the DAS deducted with the amount paid for the TD arrears, RPT arrears and the CGT.
 - If the property is mortgaged, the amount to be paid to the owner shall be the amount indicated in the DAS deducted with the amount paid for the TD arrears, RPT arrears, CGT, and the mortgage paid.

Prior to payment of mortgaged properties, two (2) Notices of Taking shall be prepared and disseminated, one for the property owner, and the other for the Mortgagee. The letters should clearly indicate that just a portion of the property will be acquired for ROW. It is also necessary to coordinate with the Legal Officer of the Mortgagee to make the necessary adjustments in the mortgage documents (i.e., to segregate the portion of the property to be acquired for ROW, from the rest of the property).

Before any payment shall be made, the ADRI shall be signed, secured, and validated first.

FOR ASSISTANCE, PLEASE CONTACT

Engineering Plans, Designs, and Specifications Division (EPDSD)

Email address: epdsd.bafe@gmail.com

Telephone no: (02) 8283-0544

Prepared by:

Engr. Alexander Nicole L. Tan

Engr. Analyn G. Sagana

Engr. Noemi L. Carpio

In coordination with DA-Legal Service, Bureau of Soils and Water Management (BSWM), Field Operations Service (FOS), Planning and Monitoring Service (PMS), representatives from the Regional Agricultural Engineering Division (RAED) of the DA-Regional Field Offices (RFOs) and other attached agencies, bureaus, and corporations



BUREAU OF AGRICULTURAL AND FISHERIES ENGINEERING

Sugar Center Annex II Building Extension, North Avenue,
Diliman, Quezon City

www.bafe.da.gov.ph

