

**The State Water Resources Agency under
the Government of the Kyrgyz Republic**

**Agricultural Productivity and Nutrition Improvement Project
Implementation Unit**

**Social Due Diligence Report
WUA Ene-Sai-Yug**

(Easement agreement)

Rehabilitation (major repair) of WUA Ene-Sai-Yug irrigation system,

Kara-Suu rayon, Osh oblast

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ABBREVIATIONS

AA	Aiyl Aymak
ADP	Agricultural Development Plan
HSU	Health Promotion Unit
WUA	Water users Association
HOS	Health Obstetric Station
HTS	Hydro-technical Structure
FMC	Family Medicine Center
GoKR	the Government of the Kyrgyz Republic
UWUA	Union of WUAs
WB	the World Bank
OnC	on-farm canal
OfC	off-farm canal
GS	gauging station
SWRA	the State Water Resources Agency
GAFFSP	the Global Agriculture and Food Security Program
DWRLI	the Department of Water Resources and Land Improvements
IA	Implementing Agency
I&D	Irrigation and Drainage
EF	Efficiency Factor
PAP	Project Affected Person
GRM	Grievance Redress Mechanism
RPF	Resettlement Policy Framework
OP 4.12 «Involuntary Resettlement»	World Bank Operational Policy on Involuntary Resettlement
PIU	the Project Implementation Unit
LA	Local Authorities
SDDR	Social Due Diligence Report
ISF	Irrigation Service Fee
RAP	Resettlement Action Plan
APNIP	Agricultural Productivity and Nutrition Improvements Project

GLOSSARY

Project Affected Person (PAP)	<p>A person or household with direct economic and social impacts caused by:</p> <ul style="list-style-type: none"> a. forced land acquisition, which results in: <ul style="list-style-type: none"> (i) relocation or homelessness; (ii) loss of assets or access to assets; (iii) loss of sources of income or livelihood, whether or not the affected persons should move to another location. b. forced restriction of access to legally designated parks and protected areas, which leads to side effects on the livelihoods of relocated persons.
Compensation	Payment in cash or in kind of the cost of replacing assets to be acquired by a (sub)project.
Involuntary resettlement	<p>Forced seizure of a landplot(s) as a result of which there is a direct or indirect economic or social impact through:</p> <ul style="list-style-type: none"> a) loss of benefits from the use of a landplot(s); b) resettlement due to loss housing; c) loss of assets or access to assets; d) loss of sources of income or livelihood, regardless of a decision whether PAP will be resettled to other locations.
Resettlement Action Plan (RAP)	Resettlement Document, which is prepared after the location of a subproject(s), and contains specific and legally binding requirements to comply with during resettlement, including compensation to PAP prior to Project implementation.
DED	Desing-estimates Documentation
WD	Working Draft
RVK	Rayon Water Management Department
TOR	Terms of References
SFAL	State Fund of Agricultural Lands
MOM	Management, Operation and Maintenance
MoH	Ministry of Health
masl	meters above sea level

Brief Summary

The Rehabilitation of WUA Ene-Sai-Yug irrigation system is performed under component 1 Rehabilitation and modernization of irrigation and drainage infrastructure.

By the request of the WUA Ene-Sai-Yug water users, Kara-Suu rayon Osh oblast and according to the World Bank selection criteria, this WUA was included in the list of 30 WUAs to be rehabilitated under Agricultural Productivity and Nutrition Improvement Project (APNIP), funded by the Global Agriculture and Food Security Program administered by the World Bank.

By being included in the list of rehabilitated subprojects, this WUA was able to rehabilitate and restore its on-farm I&D infrastructure, received basic equipment i.e an excavator-bulldozer, developed ADP through which WUA received a small grant amounted USD 30.000, to strengthen its technical base. Moreover, in this WUA, the self-help groups created to provide support to the vulnerable population, consulting services are provided on agriculture and agricultural technologies for water users/farmers, which help to improve the methods of land cultivation, tillaging, efficient water resources use. The WUA also receive consulting and educational services by training their medical workers for FMC, HPU, HOS, volunteer-activists of this WUA and from neighboring WUAs, who will educate mothers with children from 0 - 2 y/o, adolescent girls, women of reproductive age and pregnant women, rational, healthy and proper nutrition, cultivation of organic agricultural products and their conservation, prevention of anemia in children, adolescent girls and pregnant women, sanitation and hygiene in rural areas, etc.

WUA Ene-Sai Yug is located 17.0 km off the regional center v. Kara-Suu, Otuz-Adyr AA, Kara-Suu rayon, Osh oblast. In 2017, the WUA Ene-Sai merged with WUA Uch-Aiyl, abstracts irrigation water from the off-farm c-l Otuz-Adyr, the length of on-farm earth bed canals - 30.716 km. Due to shortage of funds; water outlets, gauging stations, bridge/pipe-crossings are faulty, with water filtration losses on earth bed canals. By the request of water users and according to the World Bank selection criteria, the PIU APNIP specialists performed a land survey of WUA's irrigation network, and based on which layouts elaborated, and the scope of rehabilitation work identified. The DED was approved by the Scientific and Technical Council of Osh OVK, dated February 26, 2020, a positive conclusion of the environmental expertise of Osh territorial administration of the State Agency for Environmental Protection and Forestry under the GoKR, dated May 21.2020 №02-2/88, and the state expertise of the Southern Branch of the Department of Architecture and Construction of the State Agency for Architecture, Construction and Housing and Communal Services under the GoKR, dated June 29, 2020, №ГЭ-CT-168/2020.

The average annual water abstraction by WUA Ene-Sai Yug is 10,572.0 th.m³ from its own sources, water throughput is 0.60 and only 6,343.2 th.m³ of water reaches the farmers' fields. According to the specialists' forecasts, after WUA canals rehabilitated, the efficiency will increase up to 0.75 and 7,929.0 th.m³ of irrigation water will reach the farmers' fields, and 1281 ha of lands will receive increased water delivery. This will provide an opportunity to increase crop yields and due to this, WUA can increase the ISF respectively, and the funding for WUA's irrigation network operation and maintenance will increase, with 835 water users and their families will benefit directly from the subproject.

According to the working draft, the rehabilitation works are planned to be performed on existing irrigation systems in the exclusion zones and no project impact on private property expected.

The initial social screening under the subproject performed on 8 October 2020 by the PIU Social Safeguard specialist. At the time of screening, a tender held for this subproject to perform rehabilitation work for the WUA. During the survey of WUA's on-farm irrigation network, it was found that the section of K-5-3 on-farm canal from HMM0 + 00 to HMM1 + 50 will run through a private owner territory.

Based on this, a decision made to prepare a due diligence report. The World Bank suspended the rehab works on this section pending a resolution of land issues, an easement agreement, preparation of the final SDDR and the WB no objections. No appeals or complaints to PIU regarding this sub-project received.

Section I. Project General Information

1.1. Background

The Agricultural Productivity and Nutrition Improvement Project is aimed to increase agricultural productivity and food and nutrition security of rural households in selected areas nationwide.

The Project objective is to be achieved through the implementation of four project components:

- (i) Rehabilitation and Modernization of Irrigation and Drainage Infrastructure;
- (ii) Agricultural Advisory Services;
- (iii) Nutrition Improvements;
- (iv) Project Management.

The Project will be implemented in selected areas in all oblasts of the country. The total cost of the project is USD 38 million, of which USD 28 million will be spent on rehabilitation of an on-farm I&D infrastructure in 30 WUAs, included in the Project rehabilitation program. The rehabilitation of I&D infrastructures and the provision of agricultural consulting services and nutrition improvements activities contribute to agricultural productivity, labor productivity, food security, nutrition consumption and rural life. The Project beneficiaries are the population in WUAs of 60 AAs. About 60,000 ha of on-farm I&D infrastructure managed by 30 WUAs and UWUAs in 30 AAs will be rehabilitated with follow-up efficient management. About 36,000 small farming entities and farming families, about 162,000 people will benefit from rehabilitation on an I&D infrastructure. Moreover, additional 30 AAs selected based on poverty ratio, health and nutrition as to improve the quality of agricultural consulting services. The consulting services on strengthening the efficiency of agricultural yields productivity and marketing, including effective on-farm water management will be provided for about 50,400 WUA members and households in selected 60 AAs. Thus, 425,000 people, including vulnerable families, women and children in 60 AAs¹ will directly benefit from the nutrition improvements program.

1.2. In-depth components information

Component 1: Rehabilitation and Modernization of Irrigation and Drainage Infrastructure.

This component will finance:

- (i) (re)construction works and modernization of an I&D infrastructure with command area of approximately 60 th.ha, managed by approximately 30 (U)WUAs;
- (ii) Provide basic maintenance equipment to (U)WUAs;
- (iii) Rehabilitation of an off-farm irrigation infrastructure and water abstraction structures for about 300 WUAs, as to measure the irrigation water volumes delivered;
- (iv) Rehab works of a limited nature at the most important off-farm I&D structures that administered by SWRA.

Component 2: Agricultural Advisory Services. This component will provide agricultural consulting services to WUA members in selected AAs to improve the productivity of irrigated lands and expand access to markets. The Project will provide financial support for:

- (i) training and support of 30 WUAs selected to rehabilitate I&D infrastructure, elaboration and management of ADP, including procurement, contracting and contract management to provide consulting services, goods and works required to implement an ADP;

¹ Aiyl aimak is an administrative territory within aiyl okmotu (village authority). On average, there is one WUA for one aiyl aimak.

- (ii) technical consulting services for 30 WUAs selected for rehabilitation and for WUA members in 30 neighboring AAs, selected under component 2 to implement ADPs;
- (iii) provide small grants up to USD 30,000 to be managed by 30 WUAs selected for rehabilitation to implement a WUA-managed ADPs;
- (iv) additional consulting services to further disseminate knowledge to a wide range of beneficiaries;
- (v) demonstrate on-farm water resources management techniques.

Component 3: Nutrition Improvements. This component will increase the productivity, food safety and quality nutrition of beneficiaries, especially women, girls and children living in selected 60 AAs. Target beneficiaries are the populations of 30 WUAs in which WUAs located, selected for the rehabilitation of I&D infrastructure, and additional 30 WUAs in neighboring AAs, which will be selected for specific activities under components 2 and 3 in accordance with the poverty, health and nutrition indicators that are currently monitored by the MoH. The component will also improve nationwide coordination in the implementation of food safety and nutrition quality activities. At the same time, three subcomponents will be implemented for:

Subcomponent 3.1. Improving the quality of a household nutrition through education on quality nutrition.

Subcomponent 3.2. Providing micronutrients.

Subcomponent 3.3. Improving the quality of a household nutrition through a household gardening.

Component 4: Project Management. This component will fund project management staff, training, equipment, and operational costs for day-to-day management, administration, coordination, procurement, financial management (FM), monitoring and evaluation (M&E) of the Project, in accordance with the procedures and requirements of the World Bank and GAFSP.

1.3. Resettlement Policy Framework

Based on the World Bank Policy OP 4.12 “Involuntary Resettlement”, a Resettlement Policy Framework (RPF) prepared for the Project. The information about RPF was disclosed during public consultations for the southern region in Osh and the northern region in Bishkek with participation of all Project stakeholders.

The Public hearings on RPF held on February 11, 2015 in Osh, and on February 24, 2015 in Bishkek. The participants and representatives were from AAs, territorial ayil okmotu, deputies of local kenesh, representatives of regional government services (architecture, ecology, land management, sanitary and epidemiological inspectorate, etc.), including non-governmental organizations, local residents, PIU management and staff, where full information was provided about the RPF principles and requirements. The document was agreed with all participants attended the meeting. The RPF with Minutes documented and the list of participants, was published on the APNIP website and the World Bank Info Shop.

Section II. Grounds for Social due diligence report preparation

2.1. Grounds for preparation of SDDR and purpose of the screening

The grounds for conducting a social due diligence screening (SDDS) is to identify that the existing canal under rehabilitation pass through the land plot of a private owner (Annex 1. Layout of the PAP land plot issued by the cadastral authority, which indicates that the existing canal pass through an owner's territory), under subproject WUA Ene-Sai-Yug, and the encumbrance of a part of the land plot with an indefinite easement to install a closed pipe in the on-farm canal exclusion zone.

The purpose of SDDS is to identify the impact of involuntary resettlement under subproject (if any), apply mitigation measures, and take all necessary actions in accordance with the WB requirements, and in accordance with the Kyrgyz Republic legislation. Under this subproject, an agreement will be signed with PAP for an indefinite easement for a part of his land plot. Below the excerpts from the Land Code of the Kyrgyz Republic on the establishment of easement introduced.

Article 53. Easement Establishment

1. An easement can be established by agreement of the parties (voluntary easement) or, if necessary, on the grounds of an authorized body decision (enforced easement).
2. The encumbrance of a land plot with an easement does not deprive an owner of a land plot, or a land user to use and dispose of their right to a land plot.

2.2. Methodology

Data source. The data obtained from the official documents of Otuz-Adyr AA and the cadastral authority. Copies of these documents are attached to this report.

The screening is based on the following methodology: Analysis of documents, including master plan, drawings, estimates, topo-mapping data, engineering-geological conclusion, WUA hydrogeological data, deficiency act, WUA Ene-Sai Yug layout map, resolutions, official letters, statements etc., consultations with AA representatives.

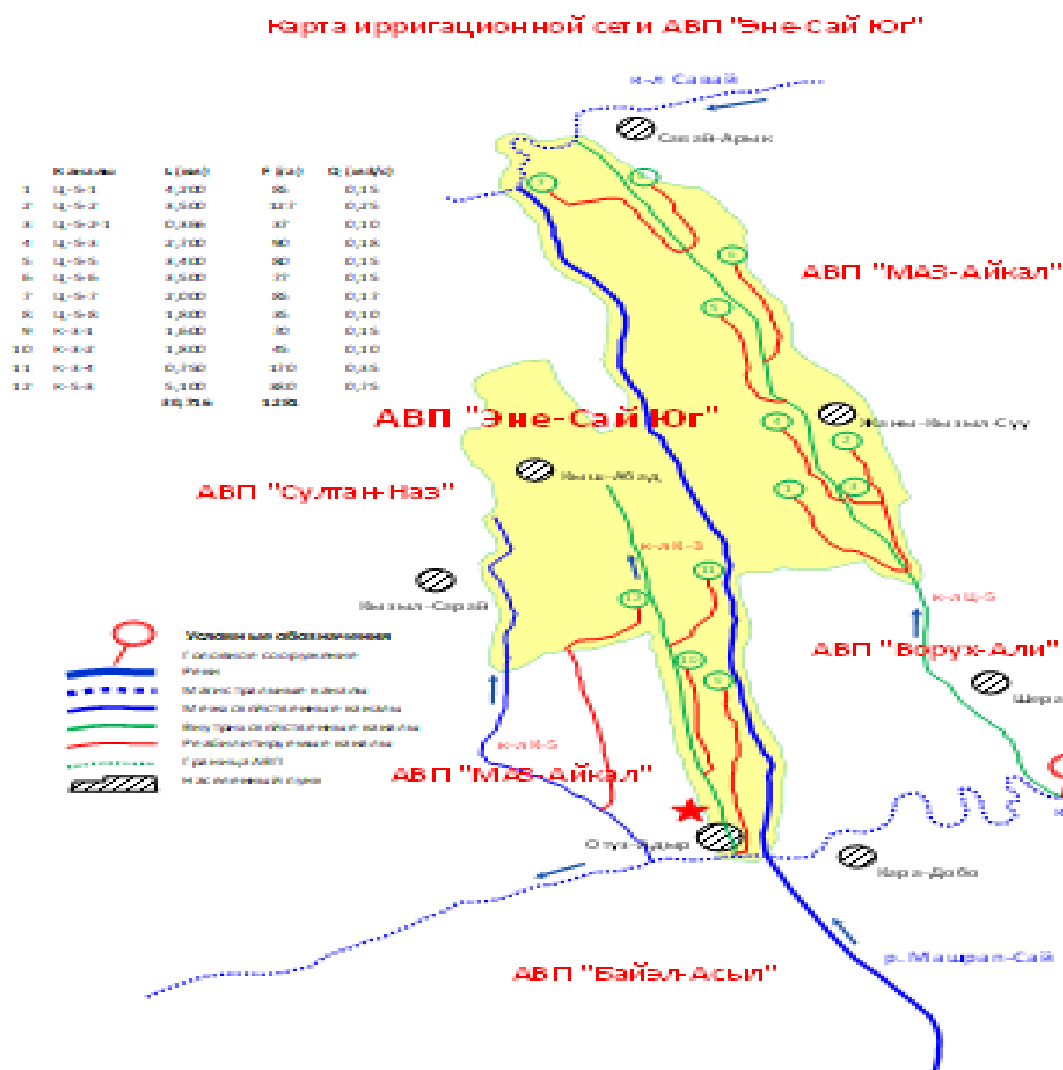
All data analysis during the screening is based on official information provided by WUA Ene-Sai-Yug and Otuz-Adyr ayil okmotu, and other relevant project documentation. During the screening, the PIU Social Safeguards Specialist worked with WUA management, Otuz-Adyr AA representatives, land management specialist and engineers of the south project team, (re)construction supervision specialist. While preparing the report, the meetings held with WUA management, Otuz-Adyr AA local self-government representatives, i.e the Head of AA, the Head of Aiyl Okmotu, a land surveyor, as well as with the landplot owner, information collected to substantiate the conformity of the land plot transfer on a voluntary basis (voluntary easement).

Section III. Description of Subproject WUA Ene-Sai Yug irrigation network rehabilitation (major repair)

3.1. Subproject description

WUA Ene-Say Yug was established in 2004, registered in 20.01.2005, re-registration held in 28.12.2017 (certificate: №170811-3306-OHOJ) under the Law "On Associations of Water Users". WUA's location: Kara-Suu rayon, Osh oblast 17 km off the v. Kara-Suu. Command area – 1281 ha, 900-1150 masl, population – 16751. The salient feature of this WUA is that in 2017 WUA Ene-Sai Yug merged with WUA Uch-Aiyl. WUA abstracts irrigation water from the off-farm c-l Otuz-Adyr, the total length of on-farm canals - 30.716 km in earth bed.

Image 1. WUA Ene-Sai Yug irrigation network layout map



3.2. Subproject prior to rehabilitation

Due to lack of financing, HTS, gauging stations, bridge and pipe crossings are faulty, earth bed canal causing sufficient water filtration losses. By the request of the WUA Ene-Sai-Yug water users and according to the World Bank selection criteria, the PIU APNIP specialists performed a topo-mapping of WUA's irrigation network, based on which the working layout draft mapping elaborated with the volumes of rehab workload.



OnC K-3-1



OnC K-3-2



OnC K-3-3

Image №2. Sections of canals required rehab.

3.3. Works planned under Subproject

The rehabilitation of irrigation network is expected to reduce water losses and improve overall water use efficiency. There are no major drainage problems in the irrigation network. After rehab of canals and HTS in WUA "Ene-Sai-Yug", efficient irrigation of agricultural lands will be performed and in accordance with the irrigation regime. There are no entities in the area that discharge pesticides and waste water into the source of irrigation. Therefore, harmful effects on flora and fauna are excluded.

The Irrigation of agricrops performed by surface/gravity irrigation. In the process of canal rehabilitation, it is necessary to uproot trees that impede (re)construction works. Upon completion of rehab works, WUA members are planning to plant new trees to protect against wind erosion, with consideration of access roads. In order to reduce water filtration losses, the subproject planned concrete(cast) lining of canals. All canals will be reinforced with the necessary HTS that strengthen the operation of canals (gauging stations, water outlets, bridge/pipe-crossings, etc.), which will make an aesthetic appearance to canals, easy use, and reduce an exclusion zone under a canal. The activities undertaken will not impact the current ecological and social situation.

3.4. Scope of works

The Subproject planned rehab of 13 on-farm irrigation systems at length - 7,8 km, and construction 62 – HTS. The in-depth information related to a canal dimensions is in Table below.

Table №1. Concrete (cast) lining

Canals	Length, m	Width, m
OnC K-5-3	3 742	from 1,25 to 2,80
OnC K-3-1	577	
OnC K-3-2	166	
OnC K-3-3	66	
OnC K-3-4	450	

OnC II-5-1	415	
OnC II-5-2	117	
OnC II-5-2-1	421	
OnC II-5-3	192	
OnC II-5-5	142	
OnC II-5-6	417	
OnC II-5-7	530	
OnC II-5-8	590	
Total:	7 825	

Table №2. HTS

HTS	OfC	OnC
Water abstracts, water control structures		8
water outlets		19
distribution wells		2
cushion wells		3
turning wells		3
GS		10
pipe-crossings		16
aqueduct		1
Total:		62

Section IV. Screening stages

4.1. Initial screening

The initial social screening of the subproject performed on October 8, 2020. During the WUAs on-farm irrigation network screening it was found that a part of existing on-farm c-l K-5-3 from HMM0 + 00 to HMM1 + 50 pass through a private owner territory². At the time of screening, no works performed in this area. Based on the screening results on the subproject sensitivity related to the criteria of involuntary resettlement, it was assessed as low, since under this subproject, the World Bank's policy OP 4.12 "Involuntary resettlement", will not be applied. Table below related to the sensitivity assessment under Subproject according to the criteria of involuntary resettlement.

The sensitivity assessment under Subproject according to the criteria of involuntary resettlement: While considering the location of a subproject, the sensitivity of the proposed location is assessed according to Table below and in accordance with the specified criteria. High marks do not necessarily mean that the selected location is not suitable. They point to a real risk of unwanted negative social impacts and that more social planning need to be provided as to appropriately avoid, mitigate or manage potential impacts.

Table №3

Issue	Sensitivity of subproject			Rate (level)
	Low	Medium	High	
Involuntary resettlement ³	Low or no impact. Legal	Medium impact. Mixed forms of	High impact. Families with low	Low

² In the layout of the land plot is given that a part of the existing canal K-5-3 passes through the private landowner.

³ Involuntary resettlement includes physical resettlement (relocation, loss of residential/land property or shelter) and economic resettlement (loss of land ownership, property, access to property, source of income or livelihood) regardless of legal status as a result of (i) compulsory acquisition of land, or (ii) imposing a compulsory restriction on the use of land

	ownership of land and assets identified	ownership and land tenure	income and/or illegal land ownership	
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The completed list of review questions based on the results of initial screening Annex №2 to the report.

4.2. Follow-up screening

According to the WB mission members recommendations, held from December 14-25, 2020, it was necessary to clarify to what extent the involuntary resettlement impact will be exerted under this Subproject. In order to clarify the scale and extent of the impact of involuntary resettlement and according to the WB mission members' recommendations, on February 12, 2021, a follow-up screening performed in WUA Ene-Sai-Yug. At the time of the follow-up screening, dated February 2. 2021, earthworks were in progress on the section of canal. The completed list of review questions, based on the results of follow-up screening is given in Annex №3 to the report.



Image № 3. Earthworks in progress on the section of canal.

The total length of existing earth bed canal - 4.3 km, of which 3.7 km included in the rehabilitation. According to the DED and working draft, it was planned to build an open concrete (cast) lined canal from HMM0 + 00 to HMM0 + 35 at length - 35 m, and install a reinforced concrete pipe (TP80-50-2H) at length - 115 m (the subsurface part of pipe from HMM0 + 35 to HMM0 + 67 at length - 32 m, and a surface installed pipe from HMM0 + 67 to HMM1 + 50 at length - 83 m), with total length - 150 meters, including a concrete (cast) lined section of the existing c-l K-5-3.

Based on the results of work with the participation of the Otuz-Adyr AA land and housing issues specialist – Mr. B. Kalbaev, WUA Ene-Sai-Yug director - I. Matraimov, it was found that the ownership right for a land plot, through which c-l K-5-3 passes, belongs to Mr. B. Absatarov. Any facilities of B. Absatarov located on c-l K-5-3 will not be affected, since the concrete lining and pipe will pass alongside of the existing canal, see the cadastral service diagram Annex №1. As a result of the works performed under subproject, including the detailed DED, a concrete lined section and a pipe at length -150 meters will be installed on c-l K-5-3 without affecting the facilities of the private landowner (toilet, het hut, shed, stove).

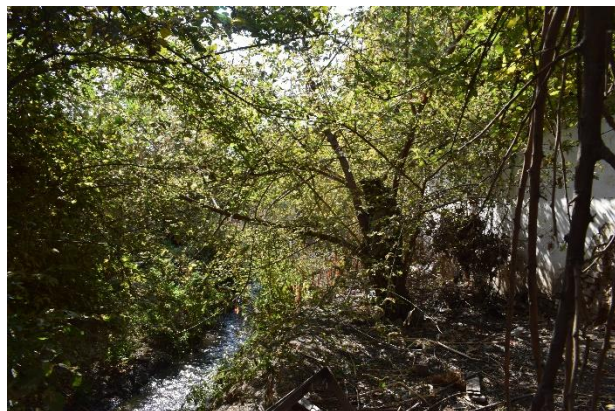


Image №4. Section of the existing canal under subproject rehabilitation.

The subproject impact consists of the machinery operation for 7 days on the private territory under rehabilitation and uprooting trees/shrubs - 13 pcs, with the permission of the owner B. Absatarov (Letter-agreement in Annex №4).

In accordance with the WB OP 4.01.1 on disclosure of information under this subproject, the public hearings on social and environmental issues, held online on June 18, 2020, due to the restrictions related to COVID-19. The PIU created a WhatsApp group with WUA and LA representatives, farmers/water users, WUA members and others. The PIU specialists in social issues and environmental protection prepared presentations that were introduced to all stakeholders under subproject, who were informed of the possible and potential (temporary or permanent) impacts on land use under subproject, access to it, devices/structures, and source of income, about the compensation mechanisms, including the mechanism for resolving a complaint, in accordance with the WB OP 4.12 “Involuntary resettlement”. Moreover, on February 12, 2021, a meeting held with participation of PAP in closed format (AA representatives, WUA management, PIU tech-supervision specialists, social issues and environmental protection specialists, and a subcontractor representative) in connection with the epidemiological situation in the country caused by coronavirus infection.

Mr. B. Absatarov was informed about the activities under subproject, possible impacts of design works, measures to avoid and mitigate impacts, including access to land, buildings/structures and sources of income during (re)construction works, including about mechanisms for providing compensation, and the GRM according to the WB OP 4.12 “Involuntary resettlement”. He was also informed that he has the right for compensation for the land plot section, although he voluntarily refused the compensation due to him in favor of farmers/water users and residents of the v. Otuz-Adyr. The Letter-agreement of PAP, to install the pipe and tree surgery, including images during the consultation with PAP see below.

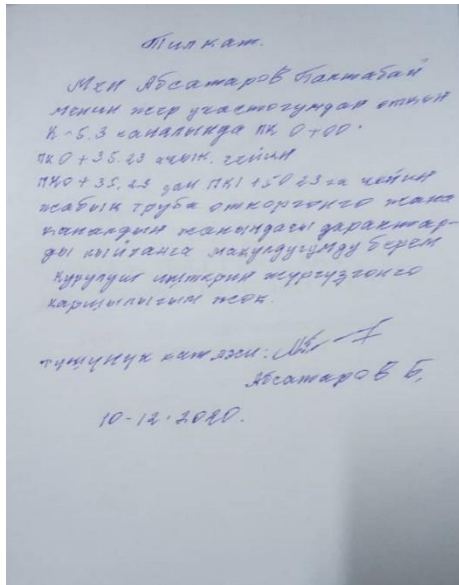


Image №6. The Letter-agreement of PAP to install the pipe and tree surgery, including a photo during the consultation with PAP (second person on the left).

Based on the consultation results with the land plot owner, an agreement reached that the land plot owner Mr. B. Absatarov and WUA will conclude an agreement on the establishment of an indefinite easement at the section of concrete lined canal and subsurface pipe. Based on this, Mr. B. Absatarov submitted an application for the voluntary transfer of the land plot section for the (re)construction of canal and subsurface pipe to WUA Ene-Sai Yug and signed an agreement to establish an indefinite easement for the land plot section (Annex №5).

According to the state act on the private ownership right of a land plot, B. Absatarov has the land plot with total area of 12,000 m² or 1.2 ha, of which 664.2 m² or 0.06 ha or 5% of the total land plot of the private owner is encumbered with an easement. See detailed image below.

Section V. Due diligence review

5.1. Main outcomes of review

For the purposes to implement the subproject, PAP provided section of its land plot for (re)construction canal and subsurface pipe alongside of the existing canal.

Table №4. Main outcomes of review

Planned work types on the PAP land plot	Total area of the PAP land plot, (m ²)	Ownership of the land plot prior to subproject	Ownership of the land plot after subproject	impact	Reimbursement information	result
Planned to build an open concrete (cast) lined canal from HMM0 + 00 to HMM0 + 35 at length - 35 m, and install a reinforced concrete pipe (TP80-50-2H) at length - 115 m (the subsurface part of pipe from HMM0 + 35 to HMM0 + 67 at length - 32 m, and a surface installed pipe from HMM0 + 67 to HMM1 + 50 at length - 83 m), with total length - 150 meters, including a concrete (cast) lined section of the existing c-	12000 m ²	Private	Private, with the establishment of an indefinite easement for the land plot section with area 664,2 m ²	1. 664,2 m ² land plot for an indefinite easement 2. 13 trees/shrubbery	Voluntary refusal	Mr. B. Absatarov provided 664.2 m ² out of 12,000 m ² or 5% of the land plot for the benefit of water user/farmers, local population and WUA to install subsurface pipe on c-1 K-5-3 section to WUA Ene-Sai-Yug. Voluntarily refused the compensation. An indefinite easement established on his land plot.

1 K-5-3, which pass
through the privately
owned territory of Mr.
B. Absatarov.

5.2. Compliance with the World Bank Safeguards OP 4.12 «Involuntary Resettlement»

To comply with World Bank safeguards OP 4.12 “Involuntary Resettlement”, the following criteria must be followed to determine the acceptability of land transfer. Table below provides an analysis of compliance to the OP 4.12 principles.

Table №5. Compliance with the principles OP 4.12

№	Criteria	Compliance with the principles OP 4.12
	PAP documents for the land plot	The Otuz Adyr AO Resolution, dated August 13, 2009 on the sale of a land plot with area - 1.2 ha. The purchase and sale contract of the land plot, dated December 24, 2009 No. 12 the State act on the private ownership right of Mr. B. Absatarov's land plot with total area - 12,000 m ² or 1.2 ha. The landplot identification number: 5-04-12-1001-0551.
1	The Infrastructure should not be tied to a specific location.	✓
2	Impact should be minor, that is, cover no more than 10 % of any area and not require physical relocation.	✓ There was no impact from the subproject, no physical relocation of PAPs' assets. Of the total land plot area - 12,000 m ² , for 664.2 m ² or 5% of the land plot, an indefinite easement established. PAP voluntarily refused compensation. To continue rehabilitation works, 13 trees/shrub uprooted with the permission of owner. A permission to uproot trees (Annex No. 4) and the Otuz-Adyr AA resolution, dated December 8, 2020 No. 5 (Annex №6).
3	The land plot required to meet the technical criteria under subproject should be identified by the affected community and not by industry agencies or project management departments (however, technical authorities can help ensure that the land plot is appropriate for the subproject's objectives and that the subproject does not pose a health or environmental hazard).	✓ According to the conclusions of the expertise of the State Agency for Environmental Protection and Forestry under the GoKR and the Southern Branch of the Department of Architecture and Construction under the State Agency for Architecture, Construction and Housing and Communal Services under the GoKR, the subproject does not pose a threat to public health and environmental safety.

4	The land plot in question must be free from invaders, squatters or other claims or encumbrances.	<p>✓</p> <p>There are no squatters at the subproject location.</p>
5	Confirmation (such as notarized or certified statements) of the voluntary transfer of a land plot must be obtained from each person transferring a land plot.	<p>✓</p> <p>B. Absatarov's statement on transferring a land plot for (re)construction of a subsurface pipe, and the refusal for compensation for transferring the land plot, dated 20.05.2021 (Annex No. 5).</p> <p>The indefinite easement agreement for B. Absatarov's land plot registered with the State Institution "Cadastre", Kara-Suu rayon, Osh oblast. (Annex №5).</p>
6	If any loss of income or physical relocation is anticipated, the confirmation of voluntary community-developed mitigation measures required from those expected to be negatively impacted.	<p>✓</p> <p>B. Absatarov's statement on transferring a land plot for (re)construction of a subsurface pipe, and the refusal for compensation for transferring the land plot, dated 20.05.2021 (Annex No. 5).</p> <p>the indefinite easement agreement for B. Absatarov's land plot registered with the State Institution "Cadastre", Kara-Suu rayon, Osh oblast. (Annex№5).</p>
7	If under the subproject public services are to be provided, land ownership must be granted to the community, or private owners must provide appropriate guarantees for public access to services.	<p>✓</p> <p>The indefinite easement agreement in place</p>
8	GRM should be available	<p>✓</p> <p>APNIP owns GRM and a feedback mechanism. There is an information board in the AA and WUA office, with indication of canals through which appeals or complaints from water farmers, local residents and other persons regarding the project activities are sent. A working commission established at a rayon level to consider the received complaints and appeals. PAP consulted on the current grievance redress mechanism.</p>

Gratuitous transfer of PAP's land plot section meets all 8 criteria of OP 4.12

5.3. Requirements of national legislation related to water protection zones and water bodies strips

In accordance with the Regulation for water protection zones and water bodies strips in the Kyrgyz Republic, approved by the Government of the Kyrgyz Republic, dated July 7, 1995 №271, within the water protection zones and water bodies strips, among other things, it is prohibited:

- placement of livestock complexes and farms, poultry farms, sewage collectors from livestock farms, irrigation systems using manure-containing wastewater, cattle burial grounds, burial sites and manure storage locations, landfills and production waste dumps, mechanical workshops, as well as maintenance points, fuel stations, and car and agricultural machinery wash;
- installation of tanks for storing fuels and lubricants, construction of warehouses for storing pesticides and mineral fertilizers, areas for pesticides refueling equipment;
- placement of sewage treatment facilities and other facilities that adversely affect the water quality;
- placement of unused pesticides, their residues and waste, including packaging materials contaminated with pesticides;
- wool washing and leather processing;
- a device for flocks and herds dipping and cattle grazing, especially on I&D networks;
- performing other types of works that have a harmful effect on the water bodies condition.

The PAP aware of the current restrictions in force within the water protection zones and water bodies strips, during the meetings and consultations held (Annex№7 and Annex№8).

Section VI. Grievance Redress and Appeals Mechanism

6.1. Grievance Redress Mechanism

The primary target of GRM and the population's statements is the identification, registry, and assistance in solving complaints that were addressed during the Project activities. Project GRM was established in accordance with the orders of the Executive Agency №112, dated May 22, 2020 and Kara-Suu RVK №24, dated November 6, 2020.

The GRM main principles are: (i) Protection of Citizens' rights; (ii) Transparency; (iii) Accessibility to a free GRM mechanism and without follow-up prosecution; (iv) Appropriateness, from the point of local cultural sensitivities view; (v) Personal responsibility for the performance duties; (vi) Accountability during the GRM consideration and statements by the PIU.

For the GRM implementation, the PIU and WUA created a register log of complaints and statements from the population. Moreover, anyone can apply to the PIU in an online format at: https://apnip.water.gov.kg/?page_id=1631&lang=ru.

6.2. General Complaints Review Process

A Project Affected Person is provided with information on filing procedure and handling complaints. Complaints are handled in Local Authorities (LA) in accordance with the existing procedure and are recorded in the complaints and proposals logs. The PIU upon receipt of information, the social issues specialist should ensure that each complaint has an individual identification number and a progress report in addressing each complaint outlined in the RAP, which identifies a person(s) responsible for each complaint, and recording the dates of the following events:

- the date of filing a complaint;
- the date of entering a Complaint(s) Registry Log in the Project database;
- the date when the information on the proposed solution was sent to an aggrieved party (if applicable);
- the response date to an aggrieved party.

The general information on complaints received (number, type of complaint), progress in resolving and problems encountered, should be included in the Project's periodic reporting submitted to the World Bank.

Table №6. COMPLAINTS MANAGEMENT MATRIX

Claim procedure	Responsibility to register a complaint	Submission form	Complaints Management Procedure	The period for consideration of a complaint (from the date of registration)
I instance	Project representative - (re)construction supervision specialist) tel. _____	Verbally or by phone	The PR reports weekly to LA management and PIU on the status of complaints processing	5 working days
II instance	PIU Director Address: Kyrgyz Republic, Bishkek city, 720001, st. Toktonalieva, 4-a. Tel: +996 (312) 544972 Email: apnip@elcat.kg PIU website for online complaint: https://apnip.water.gov.kg PIU contact person: Communication and PR/Social Safeguards and GRM Specialist - Orozalieva S.M. Tel. 0555 295529 Email: s.orozalieva@oip2.kg	Written, signed and date	Social Safeguards Specialist and GRM: 1) registers a complaint in the registry with serial number; 2) examines a complaint; 3) organizes a follow-up assessment, if necessary; 4) monitors the process of considering and resolving complaints; 5) maintains direct contact with a PAP; 6) in cases of justification, organizing counseling with and aggrieved person, and develops corrective actions.	14 working days
III instance	To the RVK working commission of the SWRA under the GoKR	Written complaint, in case of II instance, i.e the PIU`s issued a dissatisfactory result, thus transferred from the PIU to the working commission	1) Coordination with all parties involved; 2) Adopt a legal decision in the form of a SWRA RVK decision.	30 working days

List of Annexes

1. PAP's land plot layout
2. Checklist for primary screening
3. Checklist for follow-up screening
4. PAP's Letter-agreement
5. Application and easement agreement with PAP
6. Otuz-Adyr AA Resolution on trees surgery
7. PIU letter to WUA management on notifying PAP about the prohibition for construction and placement of structures on and around the canal and pipe
8. Letter from PAP to WUA management on compliance with the prohibition on construction and placement of structures on and around the canal and pipe

Annex №1. PAP`s land plot layout



Annex №2. List of review questions for initial screening

The Social screening performed and the list of review questions filled in by PIU social safeguards specialist - S. Orozalieva in presence of the land plot owner - B. Absatarov, WUA Director - I. Matraimov and PIU supervision engineer - Y. Saidinov.

№	Possible impact factor	YES/NO	Note <i>if answer «YES», provide brief description</i>
1	Whether the subproject (design work) affect private lands?	YES	<i>An open concrete lined canal and a pipe with total length - 150 meters will run alongside the existing c-l K-5-3, which pass through the territory of a private owner.</i>
2	Is there the need for temporary or permanent land acquisition for rehabilitation/(re)construction under subproject?	NO	
3	Is physical or economic relocation of residents or businesses required?	NO	
5	Are additional resources required to implement social protection measures?	NO	
6	Are there third parties' assets at the subproject location?	YES	<i>2 residential facilities, a workshop, a barn, a stove, a hen hut and a toilet, to which access may be restricted during (re)construction works</i>
7	Are the disputed territories under subproject area?	NO	
8	Are there any private or commercial buildings at the subproject area ? If YES, indicate the type of buildings and their number.	YES	<i>2 residential buildings with outbuildings, a workshop, to which access may be restricted during (re)construction works</i>
9	Whether access roads and pedestrian paths to residential buildings and commercial structures during construction will be obstructed?	YES	
10	Will the subproject activities/works cause temporary or permanent restricted access to agricultural lands?	NO	
11	Will the subproject activities/works cause temporary or permanent impact on the crop yields of others?	NO	
12	Will (re)construction cause changes in the social environment, will the incomes of commercial structures and the population be reduced?	NO	
13	Whether the implementation of planned (re)construction will affect the health of the population?	NO	
14	Will the subproject cause protests and concerns among local residents?	NO	
15	Will there be an adverse impact on the living conditions of the population, its values and lifestyle?	NO	

16	Will the subproject cause inequality between population groups?	NO	
17	Is there a high degree of public interest in the subproject?	YES	
18	Are there any hidden potential impacts and risks?	NO	
19	Are there any facts of past impacts of involuntary resettlement on this territory that require corrective action on non-mitigated previous relocations?	NO	

The PIU Social Safeguards Specialist

S. M Orozalieva

Sign: 

date: *October 8, 2020*

Annex №3. Checklist for follow-up screening

The Social screening performed and the list of review questions filled in by PIU social safeguards specialist - S. Orozalieva in presence of the land plot owner - B. Absatarov, WUA Director - I. Matraimov and PIU supervision engineer - Y. Saidinov.

№ п/п	Possible impact factor	YES/NO	Note <i>if answer «YES», provide brief description</i>
1	Whether the subproject (design work) affect private lands?	YES	<i>An indefinite easement agreement has been concluded with PAP</i>
2	Is there the need for temporary or permanent land acquisition for rehabilitation/(re)construction under subproject?	NO	
3	Is physical or economic relocation of residents or businesses required?	NO	
5	Are additional resources required to implement social protection measures?	NO	
6	Are there third parties' assets at the subproject location?	YES	<i>The subproject will not have an impact on 2 residential buildings, a workshop, a barn, a stove, a hen hut and a toilet, as during works the access will be ensured by the Contractor</i>
7	Are the disputed territories under subproject area?	NO	
8	Are there any private or commercial buildings at the subproject area? If YES, indicate the type of buildings and their number.	YES	<i>The subproject will not have any impact on 2 residential buildings with outbuildings, a workshop</i>
9	Whether access roads and pedestrian paths to residential buildings and commercial structures during construction will be obstructed?	YES	
10	Will the subproject activities/works cause temporary or permanent restricted access to agricultural lands?	NO	
11	Will the subproject activities/works cause temporary or permanent impact on the crop yields of others?	NO	
12	Will (re)construction cause changes in the social environment, will the incomes of commercial structures and the population be reduced?	NO	
13	Whether the implementation of planned (re)construction will affect the health of the population?	NO	
14	Will the subproject cause protests and concerns among local residents?	NO	
15	Will there be an adverse impact on the living conditions of the population, its values and lifestyle?	NO	
16	Will the subproject cause inequality between population groups?	NO	
17	Is there a high degree of public interest in the subproject?	YES	
18	Are there any hidden potential impacts and risks?	NO	

19	Are there any facts of past impacts of involuntary resettlement on this territory that require corrective action on non-mitigated previous relocations?	NO	

The PIU Social Safeguards Specialist


S. M. Orozalieva.

Sign: 

date: February 12, 2021

Тийлхэм.

Мен Абсатаров Бактабан
менин нээр угасмогумдаа өтмөн
Н-5.3 каналында ПК 0+00.
ПК 0+35.23 хүчин. зүйн
ПК 0+35.23 дан ПК 1+50.23 ха чийн
жабын труба откортонго маан
каналдын мааньдасы дараагтар-
ды нийтэнсэ махуудуулаа берен
хуруулт илтарин нургузгонго
карнылыгын нөөк.

түнцүнцк катэси: 
Абсатаров Б.

10-12-2020.

Acknowledgement

I, Absatarov Baltabay, give my permission to construct open canal from HMM0+00 to HMM0+35,23 and install closed pipe from HMM0+35,23 to HMM1+50,23 which goes through my land plot where passes the K-5-3 canal, as well as my permission to grub fells near the canal.

I have no objection to conduct rehabilitation works.

Acknowledgement is written by _____ signed _____ Absatarov B.

Date: 10.12.2020

Annex №5. Application and easement agreement with PAP

Председателю совета АВП «Эне-Сай-Юг»

(наименование)

от Абсамаров З. Н.

(фамилия, имя, отчество гражданина)

с/у Отуз-Адыр, с. Отуз-Адыр ул. Камитар

(место жительства или пребывания)

ЗАЯВЛЕНИЕ

о добровольной передаче части земельного участка АВП «Эне-Сай-Юг» для проведения открытого монолитного участка канала с ПК0+00 по ПК0+35 протяженностью 35 метров и железобетонной трубы марки ТР80-50-2Н протяженностью 115 метров (закрытая часть трубы с ПК0+35 по ПК0+67 протяженностью 32 метра и труба, проходящий на поверхности земли с ПК0+67 по ПК1+50 протяженностью 83 метра), с общей протяженностью 150 метров включая монолитный участок канала и трубы и их эксплуатации АВП «Эне-Сай-Юг» на внутрихозяйственном канале К-5-3 проходящий через право ограниченного пользования и об отказе в компенсации за предоставляемый земельный участок (или его части) и возмещение постоянных и временных убытков, связанных с передачей земельного участка (или части земельного участка).

я, Абсамаров Залтабай Чокчорович

(Ф.И.О)

паспорт, от г.

выданного являюсь собственником (владельцем)

земельного участка № 889/11, выданного на основании решения архитектурно-градостроительного совета от 2010 года площадью 1,20 га, расположенного 0551 Отуз-Адыр а/а.

(контур, участок, айылный аймак)

идентификационный номер добровольно, безвозмездно передаю часть вышеуказанного земельного участка в размере 0,06 га АВП «Эне-Сай-Юг» для проведения монолитного канала прямоугольного сечения с ПК0+00 по ПК0+35 протяженностью 35 метров и железобетонной трубы марки ТР80-50-2Н с протяженностью 115 метров (труба в закрытом виде с ПК0+35 по ПК0+67 протяженностью 32 метра и труба, расположенный на поверхности земли с ПК0+67 по ПК1+50 протяженностью 83 метра), с общей протяженностью 150 метров включая лоток и трубы и их эксплуатации АВП «Эне-Сай-Юг» на внутрихозяйственном канале К-5-3.

Наряду с этим я Абсамаров Залтабай Чокчорович

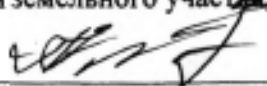
(Ф.И.О.)

знаю о том, что я имею право на компенсацию за предоставляемый мною часть земельного участка и возмещение постоянных и временных убытков, при этом я добровольно отказываюсь от причитающейся мне компенсации.

Настоящим сообщаю что, ни я и никто из моих членов семьи (наследников) в будущем не будут претендовать на компенсацию.

Приложения:

- 1) копия документа, удостоверяющего личность заявителя
- 2) Копия правоустанавливающего и правоудостоверяющего документа на земельный участок
- 3) план земельного участка, с указанием передаваемой части



Подпись

"20" мая 2021 г.

To Ene-Say WUA Council Chairman
(name)
from Absatarov B.K.,
(full name of the citizen)
Otuz-Adyr rural council administration, Otuz-
Adyr village, Jashtar street
(place of residence or temporary residence)

STATEMENT

On voluntary transfer of a part of the land plot to the WUA “Ene-Say-Yug” for conducting an open monolithic section of the canal from HMM0+00 to HMM 0+35, with the length of 35 meters, and for laying a reinforced concrete pipe TR80-50-2H, with the total length of 115 meters, (including an underground pipe part from HMM0+35 to HMM0+67, with the length of 32 meters, and a surface pipe part from HMM0+67 to HMM1+50, with the length of 83 meters). Thereby, the total length of the land to be transferred, including monolithic section of the canal and pipe, is 150 meters. This land plot, which is subject to the easement, will be used by the WUA “Ene-Say-Yug” for the on-farm canal K-5-3. Whereupon, I refuse any compensation for the provided land (or part thereof), as well as compensation of permanent and temporary damages associated with the transfer of the land plot (or part of the land).

I, the undersigned Absatarov Baltabay Kochkorovich, passport issued on _____, declare to be an Owner of the land plot _____, with an area of 1.2 ha, located at _____ Otyz-Adyr a/a, identification number _____, assigned to me on the basis of resolution of the local Architectural authority dated 2010, the part of which, 0.06 ha, I voluntarily transfer to the WUA “Ene-Say-Yug” for conducting an open monolithic section of the canal from HMM0+00 to HMM 0+35, with the length of 35 meters, and for laying a reinforced concrete pipe TR80-50-2H, with the total length of 115 meters, (including an underground pipe part from HMM0+35 to HMM0+67, with the length of 32 meters, and a surface pipe part from HMM0+67 to HMM1+50, with the length of 83 meters). Thereby, the total length of the land to be transferred, including monolithic section of the canal and pipe, is 150 meters. This land plot, which is subject to the easement, will be used by the WUA “Ene-Say-Yug” for the on-farm canal K-5-3.

At the same time, I, the undersigned Absatarov Baltabay Kochkorovich, declare to be aware of the fact that I am entitled to compensation for the part of the land plot provided by me, as well as compensation for fixed and temporary damages, and I voluntarily waive the compensation due to me.

I hereby inform you that neither I nor any of my family members (heritors) will be entitled to compensation in the future.

Enclosed:

- 1) Copy of identity card of Applicant
- 2) Copy of document of entitlement for the land plot (land title document)
- 3) Land plot plan, indicating the part to be transferred

Signature

Dated May 20, 2021

**Соглашение об установлении сервитута земельного участка
(бессрочный)**

с. Огуз-Адыр «15» 1008 2021 г.

Кара-Суйский район

Я, Абсатаров Балтабай Кочкорович (паспорт: _____, выданный _____) от _____ года - владелец, постоянный пользователь земельного участка (идентификационный номер 5-04-12-1001-0551) именуемый в дальнейшем "Собственник", с одной стороны, и АВП «Эне-Сай-Юг» в лице директора АВП «Эне-Сай-Юг» Матраимова Ибраима Убайдиллаевича, действующего на основании Устава, именуемый в дальнейшем "Пользователь", с другой стороны, совместно именуемые "Стороны", заключили настоящее Соглашение о нижеследующем:

1. Предмет соглашения

1.1. Собственник добровольно на безвозмездной основе предоставляет Пользователю часть земельного участка, расположенного по адресу: ул. К. Култаева 62/1 с. Огуз-Адыр Кара-Суйского района Ошской области, кадастровый номер _____, назначение земельного участка – жилое, земли населенных пунктов. Земельный участок, предоставляемый для установления бессрочного сервитута, принадлежит Собственнику на праве собственности на основании _____

Сервитут устанавливается для проведения открытого монолитного участка канала с ПК0+00 по ПК0+35 протяженностью 35 метров и железобетонной трубы марки ТР80-50-2Н протяженностью 115 метров (закрытая часть трубы с ПК0+35 по ПК0+67 протяженностью 32 метра и труба, проходящий на поверхности земли с ПК0+67 по ПК1+50 протяженностью 83 метра), с общей протяженностью 150 метров включая монолитный участок канала и трубы и их эксплуатации АВП «Эне-Сай-Юг» на внутрихозяйственном канале К-5-3 проходящий через право ограниченного пользования (далее - сервитут).

1.2. Границы (сфера действия) сервитута определены в кадастровом паспорте (кадастровой выписке) земельного участка, который выдан МРО от "04.08.2010" года и является неотъемлемой частью Соглашения.

1.3. Сервитут вступает в силу после его регистрации в Едином государственном реестре прав на недвижимое имущество и сделок с ним.

1.4. Обязанность по подаче (получении) документов для государственной регистрации сервитута лежит на Пользователе.

Расходы, связанные с государственной регистрацией сервитута, несет Пользователь.

2. Порядок ограниченного пользования

2.1. Сервитут осуществляется Пользователем строго в пределах границ, определенных согласно п. 1.2 настоящего Соглашения.

2.2. Осуществление сервитута Пользователем должно быть наименее обременительным для земельного участка Собственника, в отношении которого он установлен.

2.3. Обременение земельного участка сервитутом не лишает Собственника прав владения, пользования и распоряжения земельным участком.

2.4. В случае перехода от Пользователя права собственности (владения, пользования) на земельный участок к иному лицу сервитут передается новому собственнику (владельцу, пользователю) одновременно с правом собственности (владения, пользования) на земельный участок.

2.5. Сервитут не может быть самостоятельным предметом купли-продажи, залога и не может передаваться каким-либо способом лицам, не являющимся Собственниками/ Пользователями земельного участка, для обеспечения использования которого сервитут установлен.

3. Права и обязанности сторон

3.1. Собственник обязан:

3.1.1. Предоставить Пользователю возможность осуществлять сервитут в порядке, установленном Соглашением.

3.1.2. Производить все требуемые действия для осуществления государственной регистрации сервитута в установленном законодательством порядке, в том числе предоставлять необходимые правоустанавливающие и иные документы.

3.2. Собственник вправе требовать прекращения сервитута ввиду отпадения оснований, по которым он установлен, указанных в п. 1.1 настоящего Соглашения.

3.3. Пользователь обязан:

3.3.1. Осуществлять сервитут в порядке, установленном разд. 2 настоящего Соглашения.

3.3.2. Производить все требуемые действия для осуществления государственной регистрации сервитута в установленном законодательством порядке.

4. Ответственность сторон. Форс-мажор

4.1. За неисполнение или ненадлежащее исполнение обязательств по условиям соглашения Стороны несут ответственность в соответствии с действующим законодательством Кыргызской Республики.

4.2. Сторона освобождается от ответственности за частичное или полное неисполнение обязательств по настоящему Соглашению, если докажет, что надлежащее исполнение оказалось невозможным вследствие непреодолимой силы, то есть чрезвычайных и непредотвратимых при данных условиях обстоятельств.

4.3. К обстоятельствам непреодолимой силы относятся такие события, как война и военные действия, эпидемия, пожар, катастрофы, акты органов власти и управления, влияющие на выполнение обязательств по настоящему Соглашению, изданные после

заключения настоящего Соглашения, а также другие события, признаваемые непреодолимой силой законодательством Кыргызской Республики.

5. Порядок рассмотрения споров

5.1. Стороны договорились принимать все меры к разрешению разногласий между ними путем переговоров.

5.2. В случае если Стороны не достигли взаимного согласия, споры рассматриваются в соответствии с действующим законодательством Кыргызской Республики в судебном порядке.

6. Заключительные положения

6.1. Соглашение составлено в трех экземплярах, по одному для каждой Стороны и один - для регистрирующего органа.

6.2. Неотъемлемыми частями настоящего Соглашения являются приложения:

6.2.1. Копия правоустанавливающих документов, для данного объекта:

- Копия решения _____ № _____ от _____ года

- Копия свидетельства о правах Собственника на земельный участок.

6.2.2. Кадастровый паспорт (кадастровая выписка) земельного участка.

7. Адреса и реквизиты сторон

Собственник:

Абсатаров Балтабай Кочубевич

_____ (подпись)

Ошская область

Кара-Суйский район

Село Отуз-Адыр

Улица К.Кунтаева

Пользователь: АВП «Эне-Сай-Юг»

Ошская обл. Кара-Суйский р-н, Отуз- Адыр



Директор АВП Мухоморов Н.З. МП



указано в мене
неоверена
Регистратор - [подпись]
10.06.2021г

Приложение №1

Кадастровый план земельного участка для заключения

Добровольного сервитута между директором АВП «Эне-Сай-Юг» Матраимовым
Исраилом Убайдуллаевичем и собственником участка Абсатаровым Балтабасом
Кочкоровичем согласно добровольного сервитута за №

Идентификационные код ИНН: Дата:

Адрес: с/у Отуз-Адыр, участок

Согласовано

Приложение №1

Глава с/у Отуз-Адыр

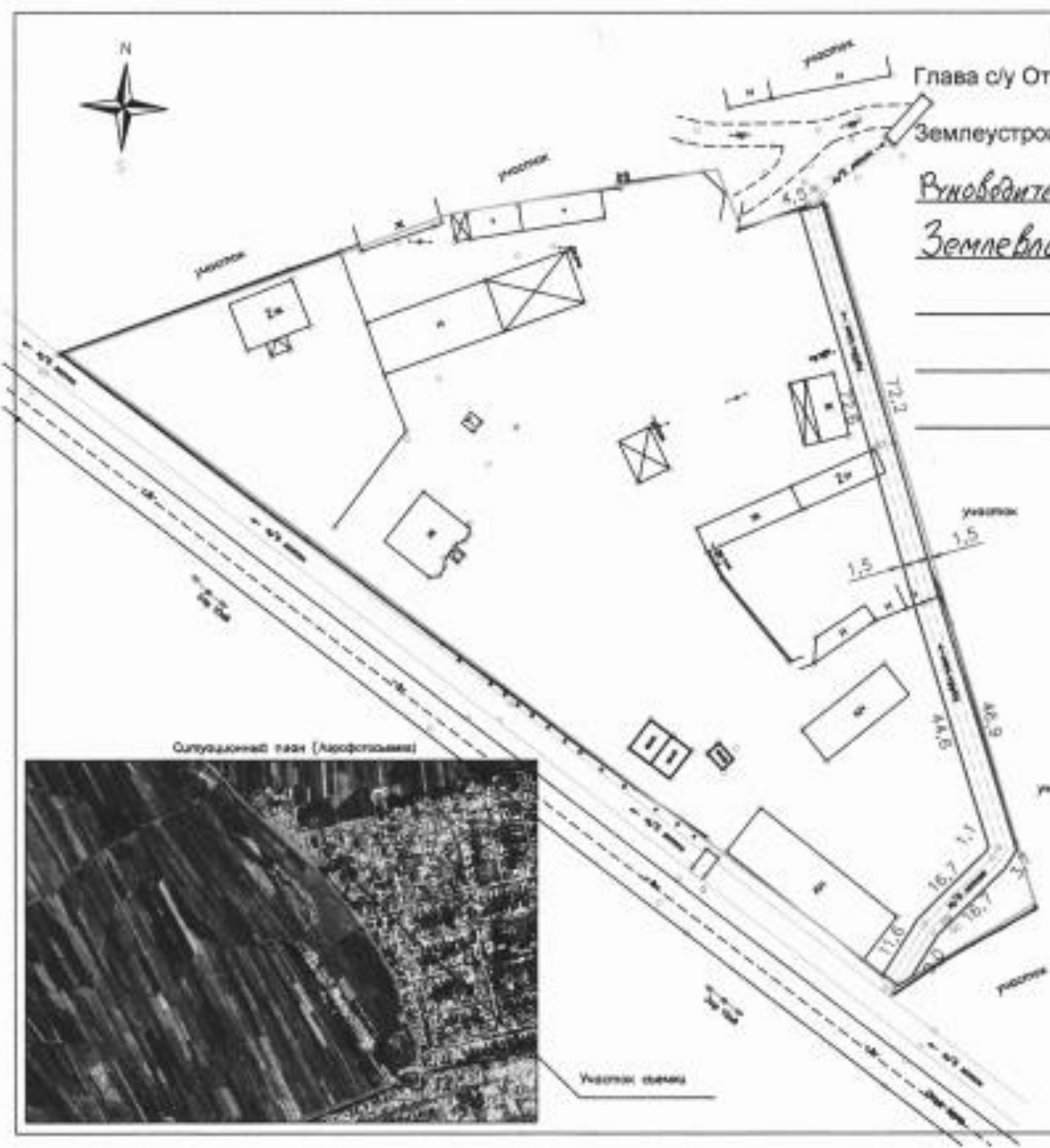
Т.Туйбаев

Землеустроитель с/у Отуз-Адыр

С.Ураимов

Руководитель СПА Эн-Сай Юз Умар И.Мотраимов

Землевладелец М.Б.Абсатаров



Ситуационный план (Аэрофотоснимок)



Участок земли

Примечание:

- Линия Гос.границы общ. пл. 1,20 га / 1:2000 км.м
- Лоток и ж/б труба
- Добровольный овраг -
Охр.зона лотка по 1,5 м, по обеим сторонам
Фактическая площадь составляет 0,08га / 654,2 кв.м
- Длина лотка и ж/б трубы по восточной стороне 145,4м
- Длина лотка и ж/б трубы по западной стороне 145,6 м
- Ширина -4,5 м

Объект: с/у Отуз-Адыр с Отуз-Адыр		Лист	
Горизонтальный план		СДМ	ИД
Масштаб 1:1000		РМ	

исполн. филиал государственного учреждения «Кад. р»
 при государственном агентстве по земельным ресурсам при
 Правительстве Кыргызской Республики

отпущено государственная регистрация права в журнале
 регистрации за № 35704

Идентификационный № 5-04-12-1001-0551

Адрес сл. Служ. Рес. р. Служ. Рес. р.
ул. Кашаев Кашаев д. 20/1

«11» 06 2021 г. Регистратор Айбалуя И. Айбалуя

Easement Agreement
(termless)

Otuz-Adyr village,
May 25, 2021.
Kara-Suu raion

I, the undersigned Absatarov Baltabay Kochkorovich (passport _____ issued on _____), the Owner and the permanent user of the land plot (identification number _____), hereinafter referred to as the "Owner", on the one side, and the WUA "Ene-Say-Yug" represented by its Director, Mr. Matraimov Israil Ubaydillaevich, acting on the basis of the Charter, hereinafter referred to as the "Land user", on the other side, jointly referred to as the "Parties", have entered into this Agreement as follows:

1. Scope of agreement

1.1. The Owner voluntarily grants on a gratuitous basis to the Land user the part of the land located at: 62/1, Kultaev str., Otuz-Adyr village, Kara-Suu rayon, Osh oblast, cadastral №_____, land purpose – residential, land of settlements. The land provided for the establishment of easement belongs to the Owner on the basis of ownership, according to the

1. Enactment 01175 dated August 13, 2009
2. Agreement N12 dated December 24, 2009
3. State act #818921 dated November 20, 2018.

This easement agreement is established for the following purpose: conducting an open monolithic section of the canal from HMM0+00 to HMM 0+35, with the length of 35 meters, and for laying a reinforced concrete pipe TR80-50-2H, with the total length of 115 meters, (including an underground pipe part from HMM0+35 to HMM0+67, with the length of 32 meters, and a surface pipe part from HMM0+67 to HMM1+50, with the length of 83 meters). Thereby, the total length of the land to be transferred, including monolithic section of the canal and pipe, is 150 meters. This land plot, which is subject to the easement, will be used by the WUA "Ene-Say-Yug" for the on-farm canal K-5-3.

1.2. The boundaries (scope) of the easement are defined in the cadastral certificate (cadastral extract) of the land plot, which is issued by MPO and dated June 04, 2010 and is an essential part of the Agreement.

1.3. The easement comes into force after its registration in the Unified State Register of Rights to Real Estate and transactions with it.

1.4. The User is responsible for submitting (receiving) documents for state registration of the easement.

Expenses related to the state registration of the easement shall be borne by the User.

2. Restricted use policy

- 2.1. The easement is carried out by the User strictly within the boundaries defined in accordance with par 1.2 of this Agreement.
- 2.2. The implementation of the easement by the User should be the least burdensome for the Owner's land, in respect of which it is established.
- 2.3. The real burden with easement does not deprive the Owner of the rights to own, use and dispose of the land plot.
- 2.4. In case of transfer from the User the right of ownership (possession, use) to the land plot to another owner, the easement is transferred to the new owner (owner, user) coincidentally with the right of ownership (possession, use) to the land plot.
- 2.5. The easement cannot be as an independent object of sale, pledge and cannot be transferred in any way to persons (not Owners/Users of the land plot), to ensure the use of which the easement is established.

3. Rights and obligations of the parties

- 3.1. The Owner shall to:
 - 3.1.1. provide the User with the opportunity to perform an easement under procedure established by the Agreement.
 - 3.1.2. perform all required actions for state registration of the easement in accordance with the procedure established by law, including providing the necessary title and other documents.
- 3.2. the Owner has the right to demand the termination of the easement due to the disappearance of the grounds for which it is established, specified in clause 1.1 of this Agreement.
- 3.3. The Land user's obligations as follows:
 - 3.3.1. Perform an easement in accordance with the procedure established by section. 2 of this Agreement.
 - 3.3.2. Perform all required actions for state registration of the easement as prescribed by law.

4. Liability of the parties. Force-majeure

- 4.1. For non-fulfillment or improper fulfillment of obligations under the terms of the agreement, the Parties shall be liable in accordance with the current legislation of the Kyrgyz Republic.
- 4.2. A Party shall be exempted from liability for partial or full failure to fulfill obligations under this Agreement if it proves that proper performance was impossible due to force majeure, c'est-à-dire, extraordinary and unavoidable circumstances under the given conditions.
- 4.3. Force majeure events include: war and hostilities, epidemics, fires, disasters, acts of government and management bodies affecting the fulfillment of obligations under this Agreement, issued after the conclusion of this Agreement, as well as other events recognized as force majeure by the legislation of the Kyrgyz Republic Republic.

5. Grievance procedure

5.1. The parties agreed to take all measures to settle disputes between them through negotiations.

5.2. If the Parties have not reached a mutual agreement, disputes are considered in accordance with the current legislation of the Kyrgyz Republic in court.

6. The final provisions

6.1. The agreement is compiled in three counterparts, one for each Party and one for the registering authority.

6.2. Integral part of this Agreement is Annexes:

6.2.1. Copy of title documents for the object:

- A copy of the decision of ---
- A copy of the certificate of land plot Ownership.

6.2.2. Cadastral certificate (cadastral statement) of the land plot indicating the boundaries of the easement.

7. Addresses and details of the parties

<p>Owner: Absatarov Baltabai Kochkorovich</p> <p>Osh oblast</p> <p>Kara-Suu rayon,</p> <p>Otuz-Adyr village</p> <p>Str. K. Kuldaeva</p>	<p>Land user: WUA "Ene-Say-Yug"</p> <p>Osh oblast</p> <p>Kara-Suu rayon,</p> <p>Otuz-Adyr village</p> <p>WUA Director</p> <p>Matraimov I. U.</p> <div style="text-align: right; margin-top: 20px;">(signature)</div>
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Annex #1

Cadastral Plan of the land plot, subject to the Easement Agreement between the WUA "Enesay-Yug" Director, Mr. Matraimov Israil Ubaydillaevich, and Mr. Absatarov Baltabay

Kochkorovich, the Owner the land plot 5051 identification number

Date: November 20, 2018

Annex №6. Otuz-Adyr AA Resolution on trees surgery



Кара-Суу районунун Отуз-Адыр айылдык Кеңешинин кезектеги XIII сессиясынын
(алтынчы чакырылышындагы)
№ 5 ТОКТОМУ

Отуз-Адыр айылы. «08» - 12 2020-ж.


Отуз-Адыр айыл аймагында бүткүл Дүйнөлүк банк аркылуу каржыланып жаткан сугат суу каналдарын реабилитациялоо жумуштарын жүргүзүүдө тоскоол болгон тал-дарактарды кыйуу жөнүндө


«Эне-Сай-Юг» СПАсы тейлеген 1281 га сугат жер жана калктуу конуштагы 415 га жер аянттарына сугат суу жеткирүү максатында бүткүл Дүйнөлүк банк аркылуу каржыланып жаткан сугат суу каналдарын реабилитациялоо жумуштарын жүргүзүү үчүн каралган 27 371 453 сомдук иштерге тендер өткөрүлүп, реабилитация жумуштары башталып жатат. Суу каналдарынын боюндагы тоскоол болгон тал-дарактарды кыйуу максатында, Кыргыз Республикасын Өкмөтүнө караштуу курчап турган чөйрөнү коргоо жана токой чарбасы боюнча Ош аймактык башкармалыгын 21.05.2020-жылдагы №02-2/88 сандуу корутундусунун негизинде Отуз-Адыр айылдык Кеңеши

ТОКТОМ КЫЛАТ:

1. «Эне-Сай-Юг» СПАсы тейлеген реабилитация боло турган суу арыктарынын жээктериндеги жана калктуу конуштардагы тоскоол болгон тал-дарактарды кыйууга уруксат берилсин.
2. Бул токтомдун аткарылышын камсыз кылуу айыл өкмөтүнүн жер маселелери боюнча башкы адиси С.Ураимовго жүктөлсүн.
3. Токтомдун аткарылышын көзөмөлдөө айылдык Кеңештин төрагасынын орун басары А.Адашовго жүктөлсүн.

Отуз-Адыр айылдык
Кеңешинин төрагасы


Н.Калматов



**Regulation #5 of the (sixth call) XIII regular session of the Otuz-Adyr village council,
Kara-Suu raion**

Otuz-Adyr village

08.12.2020

**On grubbing fells cumbering to conduct rehabilitation works on irrigation canals financed
by the World Bank in Otuz-Adyr aiyl aimak**

In order to provide water to 1281 ha irrigated lands managed by Ene-Say Yug WUA and 415 ha land plots of local community, a bid for the amount of 27 371 453 KGS to rehabilitate irrigation canals through the World Bank, has been conducted. In order to grub fells cumbered irrigation canals and according to the statement of the Osh Regional Unit of Environment and Forestry under the Government of the Kyrgyz Republic #02-2/88 dated 21.05.2020, the Otuz-Adyr village council HEREBY RESOLVED THE FOLLOWING:


1. Give permission to grub feels near rehabilitated irrigation canals managed by Ene-Sai Yug WUA and local community.
2. Mr. S. Uraimov, Land specialist of the aiyl okmot, shall be entrusted with the execution of this regulation.
3. Mr. A. Adashev, deputy chairperson of the village council, shall be entrusted with the overseeing of this regulation implementation on the ground.

Otus-Adyr village council Chairperson

signed/sealed

N. Kalmatov

Annex №7. The PIU letter to WUA management on notifying about the prohibition for construction and placement of structures on and around the canal and pipe

<p>КЫРГЫЗ РЕСПУБЛИКАСЫНЫН АЙЫЛ, СУУ ЧАРБА ЖАНА АЙМАКТАРДЫ ӨНУКТУРУУ МИНИСТРЛИГИ</p> <p>СУУ РЕСУРСТАРЫ МАМЛЕКЕТТИК АГЕНТТИГИ «АЙЫЛ ЧАРБА ӨНДУРУМДУУЛУГУН ЖАНА ТАМАК-АШТЫ ЖАКШЫРТУУ ДОЛБООРУН» ИШКЕ АШЫРУУ БӨЛУМУ</p>		<p>МИНИСТЕРСТВО СЕЛЬСКОГО, ВОДНОГО ХОЗЯЙСТВА И РАЗВИТИЯ РЕГИОНОВ КЫРГЫЗСКОЙ РЕСПУБЛИКИ</p> <p>ГОСУДАРСТВЕННОЕ АГЕНТСТВО ВОДНЫХ РЕСУРСОВ</p> <p>ОТДЕЛ РЕАЛИЗАЦИИ ПРОЕКТА «УЛУЧШЕНИЕ СЕЛЬСКОХОЗЯЙСТВЕННОЙ ПРОИЗВОДИТЕЛЬНОСТИ И ПИТАНИЯ»</p>
<p>AGRICULTURAL PRODUCTIVITY AND NUTRITION IMPROVEMENT PROJECT IMPLEMENTATION UNIT</p>		
<p>Кыргыз Республикасы 720055 Бишкек ш. Токтоналиев А. көч. № 4 "а" Телефакс: + (996 312) 544972 Эл. почта: apnip@eleat.kg</p>	<p>4 "а", А. Toktonaliev St. 720055 Bishkek Kyrgyz Republic Tel/Fax: + (996 312) 544972 E-mail: apnip@eleat.kg</p>	<p>Кыргызская Республика 720055 г. Бишкек ул. А. Токтоналиева, 4"а" Тел. / факс: + (996 312) 544972 Эл. почта: apnip@eleat.kg</p>
<p>№ <u>5/6/1</u> « <u>28</u> » <u>05</u> 2021 г.</p>		
<p>Директору АВП «Эне-Сай-Юг» И. Матраимову</p>		
<p>Принимая во внимание, что с Б. Абсатаровым 25 мая 2021 года было заключено Соглашение об установлении бессрочного сервитута земельного участка по которому проходит монолитный участок и труба канала К-5-3, ОРП просит уведомить вышеуказанное лицо под роспись о запрете возведения и размещения на и вокруг трубы сооружений (построек, ограждений и др.) в целях обеспечения беспрепятственного доступа для технического обслуживания указанных канала и трубы и обеспечения безопасности населения.</p>		
<p>Директор</p> <p>Нон. С. Орманова Тел: 615431</p>	<p>У. Торгольдиев</p> <p><i>Танчистай</i> <i>Абсатаров</i></p>	

APNIP LETTERHEAD

Reference: 516/1

Date: May 28, 2021

To: Mr. I. Matraimov,
WUA Ene-Say-Yug Director

Taking into account that on May 25, 2021 a termless easement agreement of the land plot along which the monolithic section and the pipe of the K-5-3 canal passes, was concluded with Mr. B. Absatarov, the PIU asks to notify the above person, against signature, about the ban erection and placement on the pipe and around it of structures (buildings, fences, etc.) in order to ensure unhindered access to the canal and pipe, as well as in order to carry out their maintenance and ensure the safety of the population.

U. Torogeldiev
PIU Director

Notified _____ signed

B. Absatarov

Annex №8. The Letter from PAP to WUA management on compliance with the prohibition on construction and placement of structures on and around the canal and pipe

«Эне-Сай-Юг» СПАсынын директору
И. Матраимовго
Отуз-Адыр айылынын тургуну
Б. Абсатаровдон

Макулдук кат

“Айыл чарбасынын өндүрүмдүүлүгүн жана тамак-ашты жакшыртуу” долбоорунун алкагында «Эне-Сай-Юг» СПАсынын К-5-3 ички чарбалык каналында узундугу 35 метрди түзгөн монолит каналы жана 115 метрди түзгөн жабык түтүктү өткөрүүгө өзүмдүн макулдугумду берип, аталган СПА менен мөөнөтсүз ыктыярдуу сервитуттуу орнотуу боюнча келишимди 2021-жылдын 25-майында түзгөм. Долбоор тарабынан өзүмдүн жерге болгон укуктарымды жана жерди колдонуудагы чөктөөлөр (анын ичинде, каналдын жана түтүктүн үстүнө, тегерегине эч кандай курулмаларды курууга болбой тургандыгы) боюнча маалыматты алдым жана аталган чөктөөлөрдү бузбоого милдеттенем. Ошону менен бирге, бул үчүн компенсация алууга укугум бар экенин жана компенсациядан өз каалоом менен баш тарткандыгымды билдирем.

Б. Абсатаров



To: Ene-Sai Yug WUA Director
I. Matraimov
From Otuz-Adyr village citizen
B. Absatarov

Letter of consent

I, the undersigned, gave my consent to the construction of a cast-in situ concrete canal with a length of 35 meters and a closed pipe with a length of 115 meters on the on-farm canal K-5-3 of the Ene-Sai-Yug WUA under Agricultural Productivity and Nutrition Improvement Project, and on May 25, 2021, I have concluded a termless voluntary easement agreement with this WUA.

The project informed me about my rights to land and about restrictions on land use (including the prohibition of the construction of any structures around and above the canal and pipe) and I undertake not to violate these restrictions. At the same time, I declare that I have the right to compensation for this, which I voluntarily refuse.

B. Absatarov __ signed