

Attachment 5 (Amended in June 2023)

Review Items for Lessees of Leased National Afforested Land Applying for Construction or Filing Supplemental Applications for Laborer Lodging and Ancillary Construction Facilities (Toilets, Water Towers, and Rain Canopies)

I. Description

The Forestry Bureau of the Council of Agriculture (now the Forestry and Nature Conservation Agency, hereinafter referred to as FANCA), under Letter No. 1071721656 dated July 12, 2018, revised and approved the Guidelines for the Construction of Laborer Lodging on Leased National Afforestation Land, regulating the procedures for lessees of leased national afforestation land applying for construction or supplemental applications for laborer lodging and ancillary construction facilities (toilets, water towers, and rain canopies).

Based on the management of lessees applying for the construction of laborer lodging and ancillary facilities on leased national afforestation land, it is deemed appropriate to ensure consistency with the management of leased afforestation land by FANCA. Therefore, in reference to the guidelines provided, the inspection criteria are established (revised) as Directions for Inspecting Facilities Permitted in National Land Leased for Agriculture (hereinafter referred to as these Directions) as an attachment.

II. Processing of New Laborer Lodging Cases

A. Basic Principles:

- a. Leased national afforestation land with short-term leases available for lessees to rectify must await completion of rectification and the absence of non-compliant tree species and crops before applying for the construction of laborer lodging.
- b. If the proposed location for laborer lodging is within areas designated as restricted or prohibited use by relevant laws and regulations, or within areas declared as prohibited for construction operations by relevant government authorities, the construction will not be approved.
- c. Sites within leased land prone to landslides or other hazardous conditions that may pose risks of disaster are not eligible for laborer lodging construction.
- d. The establishment of a single laborer lodging facility shall be considered per lease agreement.
- e. Laborer lodging facilities are considered agricultural structures, in accordance with the provisions of Paragraph 1, Article 33 of the Regulations for Examining the Application of Structuring Farming Facilities on Agricultural Land, and as stipulated in the lease contract for national land (afforestation), lessees are limited to afforestation use under forestry management methods, and are not permitted for residential, industrial, or other non-agricultural purposes.
- f. After the completion of a laborer lodging facility built on the leased land, no new construction, expansion, or alteration shall be allowed. In the event of repairs being necessary in the future, prior application must be submitted to the leasing authority, and repairs shall be conducted within the original scope, in accordance with Paragraph 1, Article 8-1 of the Agricultural Development Act, using simple materials such as bamboo, straw, plastic, angle steel, wire mesh, corrugated iron, or painted metal sheets.
- g. After obtaining approval for the construction of laborer lodging on the leased national afforestation land, if the leased land is subsequently divided and transferred through a contract, the laborer lodging facility shall remain attached to the same lease agreement and shall not be separated from the lease. Furthermore, after the division and transfer are completed, no new construction of laborer lodging shall be permitted under the subdivided lease agreement.
- h. The lessee is prohibited from using container houses as laborer lodging facilities.

B. Area Specification:

- a. If the leased land area is less than 0.5 hectares, the construction of laborer lodging is limited to 20 ping (approximately 66 square meters).
- b. If the leased land area is 0.5 hectares or more, the construction of new laborer lodging is limited to 35 ping (approximately 116 square meters).
- c. For the calculation of the leased land area in the preceding two paragraphs, if multiple parcels of land are leased under the same lease contract, the contiguous portions of land shall be totaled together.
- d. For each lease contract, the total area of newly constructed laborer lodging, along with other supplementary facilities, shall not exceed 40% of the total area covered by the same lease contract.

C. Height Regulation: The building height is limited to 3.5 meters or below.

D. Construction Method and Material Specifications:

- a. **Construction Method:** The construction shall be a temporary facility without fixed foundation, meaning it shall not bear the weight of a permanent building as defined in Article 8 of the Building Act, including the weight of the roof, floor, load-bearing walls, beams, and columns. Therefore, foundation structures may use raft foundation, pile foundation, or pier foundation (determination of no fixed foundation shall be in accordance with the letter of the Council of Agriculture of the Executive Yuan dated December 30, 2014, Ref. No. 1030012942).
- b. **Materials:** Limited to simple materials such as bamboo, wood, straw, plastic, angle steel, wire mesh, corrugated iron, and painted metal sheets, and for stabilizing the laborer lodging constructed with the above materials, the use of cement poles (columns), steel (iron) pipes, galvanized pipes, etc., without fixed foundations is permitted.
- c. If the municipal or county (city) government where the leased land is located has established inspection standards for the construction of temporary agricultural facilities without fixed foundations on agricultural land related to agricultural production, the construction methods and materials shall comply with the regulations set by the local government. The facility area shall be handled in accordance with the inspection items specified herein.

E. Completion Measurement Method:

- a. The area of the laborer lodging shall be calculated based on the maximum vertical projection area of the outer edge of the walls. The eaves, extending beyond the outer walls of the building, shall not exceed two meters. Rain canopies at entrances and windows shall not protrude more than one meter from the outer walls. The areas of the eaves, entrance rain canopies, and window rain canopies are not included in the laborer lodging area, provided that no pillars or walls are erected.
- b. The height of the laborer lodging shall be measured from the ground level of the site to the highest part of the building; on sloping terrain, the height of the laborer lodging shall be measured from the lowest point of elevation.
- c. The allowable margin of error for the completion measurement of the laborer lodging shall not exceed six percent.

F. Ancillary Facilities:

- a. **Toilet:** One simple toilet may be installed inside the laborer lodging, and the lessee should apply for it when constructing the new building.
- b. **Water Tower:** The lessee may apply to install a water storage facility (water tower), which should be included in the calculation of the laborer lodging area.
- c. **Rain Canopy:** The width should comply with the provisions of Section II, E, (1), and meet the material specifications for new laborer lodging construction, or prioritize the use of reinforced PC boards, flat single-layer aluminum alloy, or plastic canvas. The use of retractable plastic canvas should be given priority.

III. Processing of Supplemental Laborer Lodging Applications:

A. Basic Principles:

- a. Each lease agreement is limited to the establishment of one laborer lodging. If there are more than two laborer lodgings, the lessee may choose one to apply for supplemental construction. The remaining laborer lodgings should be demolished and reforested according to the lease agreement.
- b. Areas designated as prohibited for construction by relevant government agencies or areas around the laborer lodging site where collapse has occurred are not eligible for supplemental applications.
- c. If a laborer lodging within the leased land is approved for supplemental construction, in the event of subsequent land division and transfer, the laborer lodging must remain attached to the same lease agreement and cannot be transferred separately from the lease agreement. Additionally, after the division and transfer, the new lease agreement cannot apply for the construction of new laborer lodging.

B. Area and Height Regulations:

- a. Area Regulation: Existing laborer lodgings that were constructed without prior approval before the amendment on October 27, 2020, are limited to 35 ping (approximately 116 square meters) for supplemental construction.
- b. Height Regulation: The maximum building height is restricted to 7 meters.
- c. For leased land where supplemental construction has been approved or where laborer lodgings have been previously constructed in compliance with regulations, if the leased area is over 0.5 hectares and the laborer lodging area is less than 35 ping, the lessee may apply for an extension if it is necessary for forestry operations. The extension must be connected to the original laborer lodging and constructed using simple building materials without fixed foundations, with a height limit of 3.5 meters. If the leased area is less than 0.5 hectares and the laborer lodging area is less than 20 ping, an extension of up to 20 ping may be applied for following the same principle.

C. Material Regulations:

- a. Existing laborer lodgings that comply with the area and height regulations may be supplemented as they are.
- b. After obtaining approval for supplemental construction of laborer lodgings, if repairs are necessary, the lessee must submit an application and obtain approval. Repairs should be conducted within the original scale using original or similar alternative materials, with no increase in height, size, or alteration.

D. Measurement Method: Same as II. E.

E. Provision for Supplementary Ancillary Facilities in Leased Land:

- a. Water Tower: If there is a confirmed water demand or a need to assist in fighting forest fires on the leased land, the lessee may, with a written agreement, manage the existing water tower according to the current situation.
- b. Cement Reservoir: According to the letter from the Council of Agriculture, Executive Yuan, dated April 20, 2006, Ref. No. 0950116760, it is clearly stipulated that reservoirs should not be allowed on forestry land. Therefore, for existing cement reservoirs built before April 20, 2006, the lessee may manage them according to the current situation after providing a written agreement stating that they agree not to engage in activities such as expansion, reconstruction, or construction of new reservoirs. Additionally, in cases of new applications for cement reservoirs, in accordance with the aforementioned letter from the Council of Agriculture, Executive Yuan, reservoirs are not permitted on forestry land.
- c. The total area of all supplementary facilities, including existing ones, in a single lease agreement shall not exceed forty percent of the total area covered by the lease agreement.

- d. If an existing laborer lodging exceeds the area specified in this inspection item, it constitutes a substantive violation. The lessee shall be given a deadline to correct the violation to comply with the regulations before proceeding with the supplementary procedure. If the lessee fails to comply within the given period, the lease agreement will be terminated, and the land will be reclaimed.

IV. Application and Undertaking Form Templates

- A. Template for applying for the construction of laborer lodging on leased national afforestation land.
- B. Template for applying for the supplementary construction of laborer lodging on leased national afforestation land.
- C. Template for applying for repairs or additions to laborer lodging on leased national afforestation land.
- D. Undertaking form template for existing cement reservoirs and water towers on leased land.

(Template 1) Application for Constructing New Laborer Lodging on Leased National Afforestation Land (Formulated in October 2020)

Applicant (Lessee)		Lease Agreement Number:	
Agency Relationship The application is entrusted to [Name of Agent] for representation.		Lease Agent (Signature)	
Location of Leased Land	Land No. _____, _____ Subsection, _____ Section, Township/ County City/District, _____ City		
Area of Lease	Hectares (____ Square Meters)		
Lease Period Start and End Dates	From [Year] [Month] [Day] to [Year] [Month] [Day]		
Construction Period	From [Year] [Month] [Day] to [Year] [Month] [Day] (Any changes must be notified to the leasing authority in writing)		
Estimated Completion Date	[Year] [Month] [Day] (Please notify the leasing agency in writing in case of any changes)		
Proposed area for constructing temporary laborer lodging without fixed foundation on the leased land	Ping (____ Square Meters)		
Undertakings and Commitments of the Lessee (Applicant)	<p>The Lessee agrees to handle the following matters. Failure to comply will result in termination of the lease by the responsible division, and reclamation of the forest land, with no objections raised. The Lessee hereby confirms:</p> <ol style="list-style-type: none"> 1. The Lessee agrees to carry out afforestation, nurturing, and management of the leased land as necessary, without causing damage to existing trees. 2. The Lessee agrees to construct the laborer lodging according to the approved plan, design, materials, height, area, style, and designated location specified by the forestry agency, without laying cement flooring. 3. The Lessee agrees to use bamboo, wood, straw, plastic materials, angle steel, wire mesh, corrugated iron, or painted metal sheets as specified materials for constructing the laborer lodging. 4. Upon completion of the new laborer lodging, no further new construction, expansion, or reconstruction shall be undertaken. In case of repair or maintenance needs in the future, prior approval from the forestry agency must be obtained, and repairs must be conducted within the original scope using approved materials such as bamboo, wood, straw, plastic, angle steel, wire mesh, corrugated iron, or painted metal sheets. 5. The Lessee agrees that the constructed laborer lodging will be solely used for managing and operating the leased afforestation 		

	<p>land and will not be converted for residential, industrial, or other non-forestry purposes, and no street number or household registration will be requested.</p> <ol style="list-style-type: none"> 6. The Lessee agrees not to request a change in the leasing arrangement for any reason. 7. Upon termination of the lease, the Lessee agrees unconditionally to dismantle the constructed laborer lodging and restore the leased land to its original state without seeking any compensation. 8. The Lessee agrees not to erect any pillars or walls for the roof, rain shelter, and entrance canopy attached to the laborer lodging. 9. If the newly constructed laborer lodging is reported as an unauthorized construction by a municipality or county(city) government, the Lessee agrees that the respective municipal or county(city) government will handle it in accordance with the responsibilities and regulations of the building management authority. 10. In the event that the construction of the new laborer lodging involves soil and water conservation treatment and maintenance, the Lessee shall prepare a soil and water conservation plan (or simplified soil and water conservation declaration) in accordance with Article 12 of the Soil and Water Conservation Act, and submit it to the relevant soil and water conservation authority for review and supervision. The necessary expenses shall be borne by the Lessee, and no compensation shall be requested upon termination, expiration, or revocation of the lease agreement. 11. After obtaining approval to construct a new laborer lodging on the leased afforestation land, if the leased land is subsequently subdivided and transferred, the constructed laborer lodging shall remain attached to the same lease agreement and shall not be separated from the lease agreement. Furthermore, after the subdivision and transfer, the subdivided lease agreement shall not be eligible for applying for the construction of new laborer lodging. <p style="text-align: right;">Applicant: (Signature) Agent: (Signature)</p>
<p style="text-align: center;">Documents to be attached</p>	<ul style="list-style-type: none"> <input type="checkbox"/> One copy of the original lease agreement. <input type="checkbox"/> Two copies of identification documents for the applicant and agent. <input type="checkbox"/> Two sets of site plan (including cadastral map) and design drawings (front, side, and elevation views) for the laborer lodging location. <input type="checkbox"/> Two copies of the materials list. <input type="checkbox"/> One copy of the approved soil and water conservation plan (or simplified soil and water conservation declaration) issued by the regulatory authority. (To be provided if the Lessee 's construction of the laborer lodging involves soil and water conservation treatment and maintenance)

Please approve the Lessee's application for new laborer lodging.

To

____ Region Branch, National Property Administration, Ministry of Finance

Applicant: (Signature)

ID No.:

Address:

Tel No.:

Agent: (Signature)

ID No.:

Address:

Tel No.:

Date _____(YY/MM/DD)

(Template 2) Application Form for Laborer Lodging on Leased National Afforestation Land
(formulated in October 2020)

Applicant (Lessee)		Lease Contract No.	
Authorization I hereby authorize _____ to act as my representative for this application.			Agent (Signature)
Location of Leased Land	Land No. _____, _____ Subsection, _____ Section, Township/ _____ County City/District, _____ City		
Leased Area	Hectares (____ square meters)		
Lease Period Start and End Dates	From [Year] / [Month] / [Day] to [Year] / [Month] / [Day]		
Area for the supplementary laborer lodging	Ping (____ square meters)		

<p>Commitments Pledged by the Lessee (i.e. the Applicant)</p>	<p>The Lessee, due to unfamiliarity with legal regulations, erected a laborer lodging covering an area of ___ping (___ square meters) without prior application and approval in [Year]. Now, the Lessee is applying for retroactive approval and agrees to the following terms. Failure to comply will result in termination of the lease by the responsible division, and reclamation of the forest land, with no objections raised. The Lessee hereby affirms:</p> <ol style="list-style-type: none"> 1.The laborer lodging shall be strictly used for managing and operating the leased afforestation land, without being utilized as a residence, factory, or for any non-forestry purposes. No request for house numbering or household registration shall be made. 2.The existing laborer lodging may only undergo necessary repairs with prior approval from the leasing authority, and no increase in height, size, or reconstruction shall be made. The Lessee shall not request a change to the land lease. 3.Upon termination of the lease agreement, the Lessee agrees to unconditionally dismantle the constructed laborer lodging and restore the land to its original condition, without seeking any compensation. 4.If the existing laborer lodging, after retroactive approval, is reported as an illegal construction by the municipal or county (city) government, the respective government shall handle it in accordance with its responsibilities under the building management regulations. 5.If the existing laborer lodging (including associated facilities), after retroactive approval, violates relevant regulations such as the Soil and Water Conservation Act, the respective government shall handle it in accordance with its responsibilities under the Soil and Water Conservation Act. 6.If the laborer lodging, after retroactive approval, is subject to land subdivision and transfer, it shall remain attached to the same lease agreement and shall not be divided and transferred with the lease. Furthermore, after the subdivision and transfer, no new laborer lodging may be applied for under the divided lease agreement. <p style="text-align: right;">Applicant: (Signature) Agent: (Signature)</p>
<p>Documents to be attached</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Copy of the original lease agreement. <input type="checkbox"/> Two copies each of identification documents for the applicant and the agent. <input type="checkbox"/> Two sets of location plan (based on cadastral map) and design drawings (front, side, and elevation views) for the laborer lodging. <input type="checkbox"/> Undertaking statement for the existing cement reservoir and water tower within the leased land.

Please approve the Lessee's application for laborer lodging.

To

____ Region Branch, National Property Administration, Ministry of Finance

Applicant: (Signature)

ID No.:

Address:

Tel No.:

Agent: (Signature)

ID No.:

Address:

Date _____ (YY/MM/DD)

(Template 3) Application for Repair and Construction of Laborer Lodging on Leased National Afforestation Land (Formulated in October 2020)

Applicant (Lessee)		Lease Agreement Number	
Appointment Relationship		Agent (Signature)	
The applicant appoints _____ as the agent for this application.			
Location of Leased Premises	Land No. _____, _____ Subsection, _____ Section, Township/ _____ County City/District, _____ City		
Leased Area	Hectares (_____ Square Meters)		
Lease Term Start and End Dates	From [Year] [Month] [Day] to [Year] [Month] [Day]		
Construction Period	From [Year] [Month] [Day] to [Year] [Month] [Day] (Any changes must be advised to the leasing authority in writing.)		
Estimated Completion Date	[Year] [Month] [Day] (Any changes must be advised to the leasing authority in writing.)		
Application for Repair and Construction laborer lodging	<input type="checkbox"/> Repair: Originally agreed laborer lodging area _____ ping; repairing _____ ping. <input type="checkbox"/> Extend: Originally agreed laborer lodging area _____ ping; addition of laborer lodging without fixed foundation: square meters [Limited to the application for construction or already constructed supplementary laborer lodging and ancillary construction facilities (toilets, water towers, and rain canopies) according to the provisions stipulated in the provisions of Section 2 (3) of the Review Items for Lessees' Applications for Building or Already Constructed Supplementary Laborer Lodging and Ancillary Construction Facilities (Toilets, Water Towers, and Rain Canopies) on Leased National Afforestation Land (including original forest land)].		

<p>Commitments Pledged by the Lessee (i.e. the Applicant)</p>	<p>The Lessee agrees to handle the repair and addition of laborer lodging as follows. Failure to comply will result in termination of the lease by the responsible division, and reclamation of the land, with no objections raised. The Lessee hereby confirms:</p> <ol style="list-style-type: none"> 1. Repair: Within the original scope, using original or similar alternative materials, without increasing height, size, or alteration. 2. Extend: In accordance with the aforementioned review items, the Lessee may apply for additions as follows: "For laborer lodging previously agreed upon or previously constructed with consent within the leased area, if the leased area is above 0.5 hectares and the laborer lodging area is less than 35 ping, the Lessee may apply for an extension if it is necessary for afforestation. The extended part should be connected to the original laborer lodging and constructed with simple materials without fixed foundation, with a maximum height of 3.5 meters. If the leased area is below 0.5 hectares and the laborer lodging area is less than 20 ping, the Lessee may apply for an addition up to 20 ping according to the above principle." <p style="text-align: right;">Applicant: (Signature) Agent: (Signature)</p>
<p>Documents to be attached</p>	<ol style="list-style-type: none"> 1. One copy of the original lease agreement. 2. Two copies of identification documents. 3. Two sets of floor plans and design drawings for the repair and addition of laborer lodging. 4. Photographs of the laborer lodging before repair and addition.
<p>Please approve the Lessee's application for new laborer lodging. To ____ Region Branch, National Property Administration, Ministry of Finance</p> <p style="text-align: right;">Applicant: (Signature)</p> <p>ID No.:</p> <p>Address:</p> <p>Tel No.:</p> <p style="text-align: right;">Agent: (Signature)</p> <p>ID No.:</p> <p>Address:</p> <p style="text-align: right;">Date _____ (YY/MM/DD)</p>	

(Template 4) Management cut-off letter for the current status of existing cement reservoirs and water towers on the leased land

Affidavit

I, _____, lease national afforestation land in Land No. _____, _____ Subsection, _____ Section, _____ Township/ County City/District, _____ City with an area of OOOO square meters (OOOO hectares). Due to the water demand of the leased land, a total of OO cement cisterns and water towers were constructed on OOOO [Year] / OO[Month] / OO[Day], with a total area of approximately ○○ square meters. I agree to keep the cement cisterns and water towers open. With the existing status quo, no extension, reconstructions, or expansions are allowed, and when government agencies or others need water, I am willing to provide it for use unconditionally, and it is not allowed to be used for profit. If the above items are violated, I am willing to take the initiative to dismantle the existing reservoirs and water towers. If not, it will be regarded as a breach of contract, and I will unconditionally allow your branch office to terminate the lease and take back the forest land. I have no objections and this document is hereby used as a basis.

To

_____ Region Branch, National Property Administration, Ministry of Finance

Undersigned:

ID No.:

Address:

Tel No.:

Date _____ (YY/MM/DD)