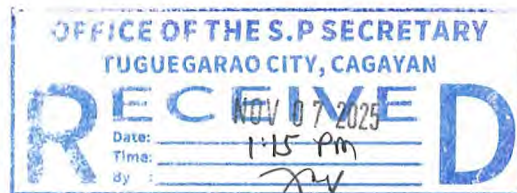




BAGONG PILIPINAS

Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY

Phone number: 0953-588-3721 | email address: cmotuguegaraocity@gmail.com



OFFICE OF THE CITY MAYOR

06 November 2025

THE HONORABLE MEMBERS

Sangguniang Panlungsod

This City

Thru: HON. ROSAURO RODRIGO G. RESUELLO

Vice Mayor and Presiding Officer

Dear *Honorable Members of the Sanggunian*:

Herewith is the Memorandum of Agreement between the Tuguegarao City Government and the Avida Settings Tuguegarao Homeowners' Association relative to the donation made by Avida Land Corp, for your information and appropriate action.

Thank you!

In the name of public service,

MAILA ROSARIO S. TING-QUE

City Mayor

Copy furnished:

- City Legal Office
- Avida Settings Tuguegarao Homeowners' Association





Republic of the Philippines
Province of Cagayan
Tuguegarao City
CITY LEGAL OFFICE
2nd Floor, Tuguegarao City Hall, Carig Sur,
Tuguegarao City Cagayan 3500
Email: citylegal.tug@gmail.com



BAGONG PILIPINAS

1st INDORSEMENT

November 05, 2025

TO : HON. MAILA ROSARIO S. TING - QUE
City Mayor

FROM : ATTY. RODERICK S. IQUIN
City Legal Officer

RE : Memorandum of Agreement between the City Government of
Tuguegarao and Avida Settings Tuguegarao Homeowners' Association
: Deed of Donation from Avida Land Corp.

NOV 05 2025
11:28 AM
Jat

Dear Mayor Ting-Que:

This office respectfully forwards a copy of the Memorandum of Agreement and Deed of Donation entered into by Avida Land Corporation. For your review, approval, and appropriate action.

This is likewise being forwarded for endorsement to the Sangguniang Panlungsod for further appropriate action.

Thank you!

Sincerely yours,

For: 
ATTY. RODERICK S. IQUIN
City Legal Officer

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (this "*Agreement*") is by and between:

CITY GOVERNMENT OF TUGUEGARAO, a public corporation duly organized and existing under the laws of the Republic of the Philippines, with address at City Hall Building, Regional Center, Carig Sur, Tuguegarao City, represented herein by HON. MAILA ROSARIO S. TING-QUE, who is duly authorized by the CITY RESOLUTION NO. [●] dated [●] ("*First Party*")

- and -

AVIDA SETTINGS TUGUEGARAO HOMEOWNERS' ASSOCIATION a non-stock, non-profit corporation duly organized and existing under the laws of the Republic of the Philippines, with principal place of business at Barangay Carig Sur, Avida Settings Tuguegarao, Tuguegarao City, represented herein by ATTY. RAFAEL APOLINAR DE LA CRUZ III, and JERBY FEBIE CUNTAPAY ("*Second Party*")

(The First Party and the Second Party are collectively referred to as "*Parties*" and, individually, as "*Party*.")

SETS FORTH THAT:

On [●], Avida Land Corp. ("*Avida*") executed a Deed of Donation ("*Deed of Donation*") in favor of Tuguegarao, which was entered into the books of Atty. _____ and Atty. _____, Notaries Public for _____ City and _____ City, as Doc. Nos. _____ and _____, Page Nos. _____ and _____, Book Nos. _____ and _____, Series of _____, respectively, and deemed incorporated herein by reference, conveying upon the latter real properties consisting of parcels of land classified as road lots, open spaces, parks and playgrounds, easements, alleys, and all the improvements and facilities installed or placed therein as enumerated in Annex "A" of said deed (collectively, "*Property*") in Avida Settings Tuguegarao, a residential subdivision located in Cagayan Valley Road, Carig Sur, Tuguegarao City ("*Project*").

The Parties recognize that pursuant to Republic Act No. 9904, otherwise known as the *Magna Carta for Homeowners and Homeowners' Associations*, the Property is for the common benefit and use of the homeowners and residents in the Project. As such, the Parties intend to confer, vest, and entrust unto the Second Party full right to possess and enjoy the Property, including regulation of access to or passage through subdivision roads, for the purpose of preserving the Project's privacy, tranquility, internal security, safety, and traffic order.

In furtherance thereof, the Parties have complied with all statutory requirements to execute this Agreement, including the conduct of public consultations by the First Party, and the conduct of consultations with and procurement of a simple majority membership approval by the Second Party.

NOW, THEREFORE, for and in consideration of the foregoing premises, the First Party hereby grants, and the Second Party hereby accepts, full possession and enjoyment of the Property, including the right to regulate access to or passage through subdivision roads, subject to the following terms and conditions which shall also be effective, binding, and enforceable against the Parties' successors and assigns:

1. **Use and Maintenance of Property.** The Second Party shall be responsible for the upkeep of the Property and shall provide, for its own account, for its maintenance, preservation, operation, and



administration. The Second Party shall ensure that the Property is adequately and safely maintained, operated, repaired, preserved, and administered, and kept in the same condition as they were at the time of its delivery to the First Party.

2. **Taxes and Expenses.** All expenses that may be incurred in respect of the repair, preservation, operation, and maintenance of the Property, including without limitation, any and all fees and charges in connection with the provision of electricity, water, television cable, and/or telephone utilities to the same as well as the supply of landscape maintenance, security guard, or janitorial services therefor, shall be for the account of the Second Party. The Second Party shall likewise, at its cost and for its account, obtain and maintain insurance policies in respect of the Property (as applicable) from reputable insurers mutually acceptable to the Parties. Likewise, subject to the obligations of the Second Party in Section 1 of this Agreement, the First Party undertakes to waive and not to assess any real property taxes on the Property.

3. **Conditions and Restrictions.** This Agreement shall further be subject to the following conditions and restrictions:

- 3.1. The Second Party shall strictly enforce the Deed of Restriction ("***DOR***") for the Project;
- 3.2. The Second Party shall enforce the prompt payment of association dues and assessments by the members of the Second Party as and when due;
- 3.3. Subject to prevailing laws and regulations, all acts relating to the Property shall require the prior written approval of the First Party, which approval may be made subject to such conditions as the First Party shall deem fit to impose, except for the following:
 - (a) Subject to the provisions of the approved subdivision plan and DOR, the Second Party shall regulate the use, maintenance, repair, replacement, and modification of common areas and cause additional improvements to be made part of the common areas pursuant to laws and regulations, including Section 67 of DHSUD Department Order No. 2021-007, as may be amended and supplemented from time to time; and
 - (b) Upon assumption of maintenance over the common areas and subject to exceptions contained herein, collect fees, toll, or any amount from any person for passage through the subdivision roads; and

For avoidance of doubt, any change in the use of the Property, or any portion thereof, shall require compliance with prevailing laws and regulations and prior written approval of the First Party.

- 3.4. In accordance with the Deed of Donation from Avida Land Corp. to the First Party, the Second Party shall continue to allow Avida and any utility or public service company authorized by Avida to operate any utility within the Project and to have free, unqualified, and unrestricted access to and right of way through the Property for any of its and its affiliates' development projects within, or outside but within, the vicinity of the Project. In this regard, the Property shall remain subject to easements and rights of way for the purpose of accommodating utility lines, including, without limitation, utility lines for water, sewer, and drainage currently located thereon or to be located thereon, and utility facilities, equipment, and lines which are owned, used or operated by Avida and any utility or public service company for the Project and for developments which Avida and its affiliates' may develop outside, but within the vicinity of, the Project. Avida and any utility or public service company authorized by Avida to operate any utility within the Project shall have the right of free access to said utility lines and the right to make the necessary installation, repair, replacement, reconfiguration, maintenance, or improvement (including expansion



by way of supplementing, annexing, and widening) works thereon. The Second Party shall not construct any improvement or structure over the said utility facilities, equipment, or lines that will or tend to obstruct or prevent access to the same for these or any other purposes of Avida.

- 3.5. The First Party shall maintain the exclusive use of, and access to, the Property to the members and guests of the Second Party, subject to compliance with Section 21 of the Local Government Code and such other legal and regulatory requirements.
- 3.6. During the effectivity of this Agreement, the First Party shall not sell, transfer, or convey the Property. Notwithstanding the foregoing, no portion of the parks and playgrounds donated shall be converted to any other purpose or purposes pursuant to Presidential Decree No. 957 (1976), as amended by Presidential Decree No. 1216 (1977).
- 3.7. Prior consultation with the Second Party shall be required before the First Party may introduce additional structures in the Property, the full possession, enjoyment, access, and passage of which shall be made subject to this Agreement.
4. **Right to Inspect.** The Second Party shall permit the First Party and its authorized representatives to enter the Project at reasonable times for the purpose of viewing and inspecting the state of repair and the condition of the Property, or to carry out any necessary repairs which may be required by the areas adjacent to the Project.
5. **Assignment of Warranties.** The First Party hereby assigns to the Second Party, such assignment being made for the pro-rata benefit of all members of the Second Party, all warranties in favor of the First Party, whether made under contract or provided for under pertinent laws, enforceable against the architects, engineers, construction or project managers, contractors, and suppliers of the Property, and all warranties in connection with the plans and specifications therefore, as well as all warranties in respect of the construction materials used and equipment installed therein.
6. **Term.** The Second Party shall have the right to terminate this Agreement for any reason, subject a prior written notice to the First Party at least 120 calendar days before the effective date of termination.
7. **Governing Law.** The construction, validity, and performance of this Agreement shall be governed by the laws of the Republic of the Philippines.
8. **Severability.** If any one or more of the provisions of this Agreement is declared invalid or unenforceable in any respect under any applicable law, the validity, legality, or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired. In such case, the Parties shall promptly and in good faith meet to discuss and seek to agree on a valid and enforceable substitute provision that would achieve the same end as the provision or provisions declared invalid or unenforceable.
9. **Counterparts.** This Agreement may be executed in counterparts. One fully signed set of counterparts shall, for all intents and purposes, be considered a single document. This Agreement shall be deemed to be executed on the date when both the Parties, acting through their respective authorized representatives, shall have affixed their respective signatures hereto, and acknowledged the same to be their free and voluntary act and deed.

[Signature page follows]



IN WITNESS WHEREOF, the Parties have caused this instrument to be executed by their duly authorized representatives at the places and on the dates stated in the acknowledgment pages.

CITY GOVERNMENT OF TUGUEGARAO

First Party

By:

HON. MAILA ROSARIO S. TING-QUE
LOCAL CHIEF EXECUTIVE]

AVIDA SETTINGS TUGUEGARAO HOMEOWNERS' ASSOCIATION

Second Party

By:

ATTY. RAFAEL APOLINAR DE LA CRUZ

III

Attorney-in-fact

JERBY FEBIE CUNTAPAY

Attorney-in-fact

SIGNED IN THE PRESENCE OF:


MARIA SHEILA A. SILVA


CARLO P. ALDABA

[Acknowledgment pages follow]

FIRST ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

I certify that on _____ before me, a notary public duly authorized in the city named above to take acknowledgments, personally appeared:

<u>Name</u>	<u>Competent Evidence of Identity</u>	<u>Date/Place of Issue</u>
AVIDA SETTINGS TUGUEGARAO HOMEOWNERS' ASSOCIATION <i>represented by:</i> ATTY. RAFAEL APOLINAR DE LA CRUZ III	TIN: [•] [•]	 [•]
JERBY FEBIE CUNTAPAY		

who was identified by me through competent evidence of identity to be the same person described in the foregoing instrument, who acknowledged before me that [his/her] signature on the instrument was voluntarily affixed by [him/her] for the purposes stated therein, and who declared to me that [he/she] has executed the instrument as [his/her] free and voluntary act and deed and that [he/she] has the authority to sign on behalf of [his/her] principal.

This instrument refers to a Memorandum of Agreement over right to possess and enjoy real properties consisting of parcels of land classified as road lots, open spaces, parks and playground, easements, alleys, and all the improvements and facilities installed or placed therein, all located in Avida Settings Tuguegarao, [•], consisting of [•] ([•]) pages, including the pages where the acknowledgments are written but excluding the Annexes. Each page has been signed by the Parties and their instrumental witnesses and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place hereinabove written.

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2025.



SECOND ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
) S.S.

I certify that on _____ before me, a notary public duly authorized in the city named above to take acknowledgments, personally appeared:

<u>Name</u>	<u>Competent Evidence of Identity</u>	<u>Date/Place of Issue</u>
CITY GOVERNMENT OF TUGUEGARAO represented by: [Name]	TIN: [●] [●]	 [●]

who was identified by me through competent evidence of identity to be the same person described in the foregoing instrument, who acknowledged before me that [his/her] signature on the instrument was voluntarily affixed by [him/her] for the purposes stated therein, and who declared to me that [he/she] has executed the instrument as [his/her] free and voluntary act and deed and that [he/she] has the authority to sign on behalf of [his/her] principal.

This instrument refers to a Memorandum of Agreement over right to possess and enjoy real properties consisting of parcels of land classified as road lots, open spaces, parks and playground, easements, alleys, and all the improvements and facilities installed or placed therein, all located in Avida Settings Tuguegarao, [●], consisting of [●] ([●]) pages, including the pages where the acknowledgments are written, but excluding the Annexes. Each page has been signed by the Parties and their instrumental witnesses and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place hereinabove written.

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2025.



Republic of the Philippines
Province of Cagayan
Tuguegarao City
CITY LEGAL OFFICE

2nd Floor, Tuguegarao City Hall, Carig Sur,
Tuguegarao City Cagayan 3500
Email:

DIAGRAM PHILIPPINES

1st INDORSEMENT
November 05, 2025

TO : HON. MAILA ROSARIO S. TING - QUE
City Mayor

FROM : ATTY. RODERICK S. IQUIN
City Legal Officer

RE : Memorandum of Agreement between the City Government of
Tuguegarao and Avida Settings Tuguegarao Homeowners' Association
: Deed of Donation from Avida Land Corp.

11:28 AM

Dear Mayor Ting-Que:

This office respectfully forwards a copy of the Memorandum of Agreement and Deed of Donation entered into by Avida Land Corporation. For your review, approval, and appropriate action.

This is likewise being forwarded for endorsement to the Sangguniang Panlungsod for further appropriate action.

Thank you!

Sincerely yours,

For: 
ATTY. RODERICK S. IQUIN
City Legal Officer

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (this "*Agreement*") is by and between:

CITY GOVERNMENT OF TUGUEGARAO, a public corporation duly organized and existing under the laws of the Republic of the Philippines, with address at City Hall Building, Regional Center, Carig Sur, Tuguegarao City, represented herein by HON. MAILA ROSARIO S. TING-QUE, who is duly authorized by the CITY RESOLUTION NO. [●] dated [●] ("*First Party*")

- and -

AVIDA SETTINGS TUGUEGARAO HOMEOWNERS' ASSOCIATION a non-stock, non-profit corporation duly organized and existing under the laws of the Republic of the Philippines, with principal place of business at Barangay Carig Sur, Avida Settings Tuguegarao, Tuguegarao City, represented herein by ATTY. RAFAEL APOLINAR DE LA CRUZ III, and JERBY FEBIE CUNTAPAY ("*Second Party*")

(The First Party and the Second Party are collectively referred to as "*Parties*" and, individually, as "*Party*.")

SETS FORTH THAT:

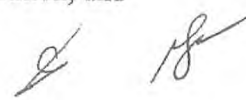
On [●], Avida Land Corp. ("*Avida*") executed a Deed of Donation ("*Deed of Donation*") in favor of Tuguegarao, which was entered into the books of Atty. _____ and Atty. _____, Notaries Public for _____ City and _____ City, as Doc. Nos. _____ and _____, Page Nos. _____ and _____, Book Nos. _____ and _____, Series of _____, respectively, and deemed incorporated herein by reference, conveying upon the latter real properties consisting of parcels of land classified as road lots, open spaces, parks and playgrounds, easements, alleys, and all the improvements and facilities installed or placed therein as enumerated in Annex "A" of said deed (collectively, "*Property*") in Avida Settings Tuguegarao, a residential subdivision located in Cagayan Valley Road, Carig Sur, Tuguegarao City ("*Project*").

The Parties recognize that pursuant to Republic Act No. 9904, otherwise known as the *Magna Carta for Homeowners and Homeowners' Associations*, the Property is for the common benefit and use of the homeowners and residents in the Project. As such, the Parties intend to confer, vest, and entrust unto the Second Party full right to possess and enjoy the Property, including regulation of access to or passage through subdivision roads, for the purpose of preserving the Project's privacy, tranquility, internal security, safety, and traffic order.

In furtherance thereof, the Parties have complied with all statutory requirements to execute this Agreement, including the conduct of public consultations by the First Party, and the conduct of consultations with and procurement of a simple majority membership approval by the Second Party.

NOW, THEREFORE, for and in consideration of the foregoing premises, the First Party hereby grants, and the Second Party hereby accepts, full possession and enjoyment of the Property, including the right to regulate access to or passage through subdivision roads, subject to the following terms and conditions which shall also be effective, binding, and enforceable against the Parties' successors and assigns:

1. Use and Maintenance of Property. The Second Party shall be responsible for the upkeep of the Property and shall provide, for its own account, for its maintenance, preservation, operation, and

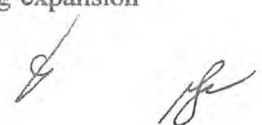


administration. The Second Party shall ensure that the Property is adequately and safely maintained, operated, repaired, preserved, and administered, and kept in the same condition as they were at the time of its delivery to the First Party.

2. **Taxes and Expenses.** All expenses that may be incurred in respect of the repair, preservation, operation, and maintenance of the Property, including without limitation, any and all fees and charges in connection with the provision of electricity, water, television cable, and/or telephone utilities to the same as well as the supply of landscape maintenance, security guard, or janitorial services therefor, shall be for the account of the Second Party. The Second Party shall likewise, at its cost and for its account, obtain and maintain insurance policies in respect of the Property (as applicable) from reputable insurers mutually acceptable to the Parties. Likewise, subject to the obligations of the Second Party in Section 1 of this Agreement, the First Party undertakes to waive and not to assess any real property taxes on the Property.
3. **Conditions and Restrictions.** This Agreement shall further be subject to the following conditions and restrictions:
 - 3.1. The Second Party shall strictly enforce the Deed of Restriction ("***DOR***") for the Project;
 - 3.2. The Second Party shall enforce the prompt payment of association dues and assessments by the members of the Second Party as and when due;
 - 3.3. Subject to prevailing laws and regulations, all acts relating to the Property shall require the prior written approval of the First Party, which approval may be made subject to such conditions as the First Party shall deem fit to impose, except for the following:
 - (a) Subject to the provisions of the approved subdivision plan and DOR, the Second Party shall regulate the use, maintenance, repair, replacement, and modification of common areas and cause additional improvements to be made part of the common areas pursuant to laws and regulations, including Section 67 of DHSUD Department Order No. 2021-007, as may be amended and supplemented from time to time; and
 - (b) Upon assumption of maintenance over the common areas and subject to exceptions contained herein, collect fees, toll, or any amount from any person for passage through the subdivision roads; and

For avoidance of doubt, any change in the use of the Property, or any portion thereof, shall require compliance with prevailing laws and regulations and prior written approval of the First Party.

- 3.4. In accordance with the Deed of Donation from Avida Land Corp. to the First Party, the Second Party shall continue to allow Avida and any utility or public service company authorized by Avida to operate any utility within the Project and to have free, unqualified, and unrestricted access to and right of way through the Property for any of its and its affiliates' development projects within, or outside but within, the vicinity of the Project. In this regard, the Property shall remain subject to easements and rights of way for the purpose of accommodating utility lines, including, without limitation, utility lines for water, sewer, and drainage currently located thereon or to be located thereon, and utility facilities, equipment, and lines which are owned, used or operated by Avida and any utility or public service company for the Project and for developments which Avida and its affiliates' may develop outside, but within the vicinity of, the Project. Avida and any utility or public service company authorized by Avida to operate any utility within the Project shall have the right of free access to said utility lines and the right to make the necessary installation, repair, replacement, reconfiguration, maintenance, or improvement (including expansion



by way of supplementing, annexing, and widening) works thereon. The Second Party shall not construct any improvement or structure over the said utility facilities, equipment, or lines that will or tend to obstruct or prevent access to the same for these or any other purposes of Avida.

- 3.5. The First Party shall maintain the exclusive use of, and access to, the Property to the members and guests of the Second Party, subject to compliance with Section 21 of the Local Government Code and such other legal and regulatory requirements.
- 3.6. During the effectivity of this Agreement, the First Party shall not sell, transfer, or convey the Property. Notwithstanding the foregoing, no portion of the parks and playgrounds donated shall be converted to any other purpose or purposes pursuant to Presidential Decree No. 957 (1976), as amended by Presidential Decree No. 1216 (1977).
- 3.7. Prior consultation with the Second Party shall be required before the First Party may introduce additional structures in the Property, the full possession, enjoyment, access, and passage of which shall be made subject to this Agreement.
4. **Right to Inspect.** The Second Party shall permit the First Party and its authorized representatives to enter the Project at reasonable times for the purpose of viewing and inspecting the state of repair and the condition of the Property, or to carry out any necessary repairs which may be required by the areas adjacent to the Project.
5. **Assignment of Warranties.** The First Party hereby assigns to the Second Party, such assignment being made for the pro-rata benefit of all members of the Second Party, all warranties in favor of the First Party, whether made under contract or provided for under pertinent laws, enforceable against the architects, engineers, construction or project managers, contractors, and suppliers of the Property, and all warranties in connection with the plans and specifications therefore, as well as all warranties in respect of the construction materials used and equipment installed therein.
6. **Term.** The Second Party shall have the right to terminate this Agreement for any reason, subject a prior written notice to the First Party at least 120 calendar days before the effective date of termination.
7. **Governing Law.** The construction, validity, and performance of this Agreement shall be governed by the laws of the Republic of the Philippines.
8. **Severability.** If any one or more of the provisions of this Agreement is declared invalid or unenforceable in any respect under any applicable law, the validity, legality, or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired. In such case, the Parties shall promptly and in good faith meet to discuss and seek to agree on a valid and enforceable substitute provision that would achieve the same end as the provision or provisions declared invalid or unenforceable.
9. **Counterparts.** This Agreement may be executed in counterparts. One fully signed set of counterparts shall, for all intents and purposes, be considered a single document. This Agreement shall be deemed to be executed on the date when both the Parties, acting through their respective authorized representatives, shall have affixed their respective signatures hereto, and acknowledged the same to be their free and voluntary act and deed.

[Signature page follows]



IN WITNESS WHEREOF, the Parties have caused this instrument to be executed by their duly authorized representatives at the places and on the dates stated in the acknowledgment pages.

CITY GOVERNMENT OF TUGUEGARAO

First Party

By:

HON. MAILA ROSARIO S. TING-QUE
LOCAL CHIEF EXECUTIVE]

AVIDA SETTINGS TUGUEGARAO HOMEOWNERS' ASSOCIATION

Second Party

By:

ATTY. RAFAEL APOLINAR DE LA CRUZ

III


Attorney-in-fact

JERBY FEBIE CUNTAPAY

Attorney-in-fact

SIGNED IN THE PRESENCE OF:


MARIA SHEILA A. SILVA


CARLO P. ALDABA

[Acknowledgment pages follow]

FIRST ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

I certify that on _____ before me, a notary public duly authorized in the city named above to take acknowledgments, personally appeared:

<u>Name</u>	<u>Competent Evidence of Identity</u>	<u>Date/Place of Issue</u>
AVIDA SETTINGS TUGUEGARAO HOMEOWNERS' ASSOCIATION represented by: ATTY. RAFAEL APOLINAR DE LA CRUZ III	TIN: [●] [●]	 [●]

JERBY FEBIE CUNTAPAY

who was identified by me through competent evidence of identity to be the same person described in the foregoing instrument, who acknowledged before me that [his/her] signature on the instrument was voluntarily affixed by [him/her] for the purposes stated therein, and who declared to me that [he/she] has executed the instrument as [his/her] free and voluntary act and deed and that [he/she] has the authority to sign on behalf of [his/her] principal.

This instrument refers to a Memorandum of Agreement over right to possess and enjoy real properties consisting of parcels of land classified as road lots, open spaces, parks and playground, easements, alleys, and all the improvements and facilities installed or placed therein, all located in Avida Settings Tuguegarao, [●], consisting of [●] ([●]) pages, including the pages where the acknowledgments are written but excluding the Annexes. Each page has been signed by the Parties and their instrumental witnesses and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place hereinabove written.

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2025.

SECOND ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
) S.S.

I certify that on _____ before me, a notary public duly authorized in the city named above to take acknowledgments, personally appeared:

<u>Name</u>	<u>Competent Evidence of Identity</u>	<u>Date/Place of Issue</u>
CITY GOVERNMENT OF TUGUEGARAO	TIN: [●]	
represented by: [Name]	[●]	[●]

who was identified by me through competent evidence of identity to be the same person described in the foregoing instrument, who acknowledged before me that [his/her] signature on the instrument was voluntarily affixed by [him/her] for the purposes stated therein, and who declared to me that [he/she] has executed the instrument as [his/her] free and voluntary act and deed and that [he/she] has the authority to sign on behalf of [his/her] principal.

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