

Republic of the Philippines  
Province of Cagayan  
TUGUEGARAO CITY

Phone number: 0953-588-3721 | email address: [cmotuguegaraocity@gmail.com](mailto: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 Deed of Donation between the Tuguegarao City Government and the Avida Land Corp. relative to the donation of road lots and open spaces within the Project of the latter in Carig Sur, Tuguegarao City, for your information and appropriate action.

The proposal for the donation of road lots and open spaces emanated from Avida Land Corp.

Thank you!

In the name of public service,

**MAILA ROSARIO S. TING-QUE**  
City Mayor

*Copy furnished:*

- *City Legal Office*





Republic of the Philippines  
Province of Cagayan  
Tuguegarao City  
**CITY LEGAL OFFICE**  
2<sup>nd</sup> Floor, Tuguegarao City Hall, Carig Sur,  
Tuguegarao City Cagayan 3500  
Email: [city.legal.tug@gmail.com](mailto:city.legal.tug@gmail.com)



**BAGONG PILIPINAS**

**1<sup>st</sup> 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  
Jut

*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

April 10, 2025

**HON. MAILA TING-QUE**

City Mayor

Tuguegarao City, Cagayan

**Subject: Donation of Road Lots and Open Spaces of Avida Settings Tuguegarao**

Dear Hon. Mayor Que,

On behalf of Avida Land Corp., registered developer of Avida Settings Tuguegarao ("Project"), we would like to express our intention to donate the road lots and open spaces of the Project to the Municipality of Tuguegarao City after we secure the Certificate of Completion (COC) from the Department of Human Settlement and Urban Development (DHSUD) in compliance with Section 2 of Presidential Decree 1216. We expect the release of the COC by 2<sup>nd</sup> Quarter of 2025.

While waiting for the release of the COC, we would like to transmit copies of the following documents pertaining to the Project for reference:


1. One (1) set draft Deed of Donation;
2. One (1) set list of the road lots and open spaces;
3. One (1) set copy of the Official Receipt of the real property tax as of 2025

Should you have any concerns you may contact our Project Development Sr. Associate Manager, Ms. Erica T. Bañil:

Email address: banil.eric@avidaland.com

Mobile no. : 0917 802 1712

Sincerely,

  
**Carlo Mari P. Aldaba**  
Attorney-In-Fact  
Avida Land Corp.

*Copy furnished:*

*Dir. Grace A. De Vera*  
Regional Director  
*Department of Human Settlement and Urban Development Region II*



## DEED OF DONATION

The Deed of Donation (the "Deed") is made and executed by and between:

**AVIDA LAND CORP.**, a corporation duly organized and existing under Philippine laws with principal office address at 909 40th Street North, Bonifacio Triangle, Bonifacio Global City, 1634 Taguig City, Metro Manila, represented herein by its Attorneys-in-Fact **ARISTIDES ANTONIO C. GONZALES** and **ELENA D. SALAZAR**, and hereinafter referred to as the "**DONOR**"

- and -

**CITY GOVERNMENT OF TUGUEGARAO**, a local government unit with office address at City Hall Building, Regional Center, Carig Sur, Tuguegarao City, represented herein by **HON. MAILA ROSARIO S. TING-QUE**, as authorized under Sangguniang Bayan Ordinance No. \_\_\_\_\_, a copy of which is hereto attached as Annex "A," and hereinafter referred to as "**DONEE**"

### RECITALS:

**WHEREAS**, the **DONOR** developed a residential subdivision project known as Avida Settings Tuguegarao (the "Project") located at Cagayan Valley Road, Carig Sur, Tuguegarao City, in accordance with Section 32 of Presidential Decree No. 957 ("PD 957"), as amended, otherwise known as the Subdivision and Condominium Buyer's Protective Decree;

**WHEREAS**, the **DONOR** is the lawful and registered owner of real properties consisting of parcels of land classified as road lots and open spaces located in the Project (the "Properties"), all of which are enumerated in the list attached hereto as Annex "A", which is made an integral part of this Deed.

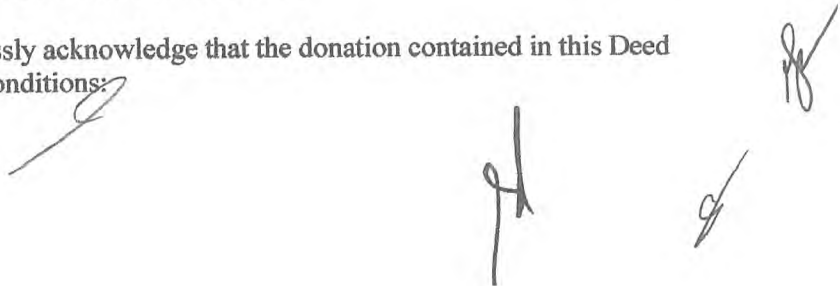
**WHEREAS**, the **DONEE** is the duly recognized Local Government Unit where the Project is located;

**WHEREAS**, the **DONOR** recently completed the development of the Project for which a certificate of completion has been duly issued by the Department of Human Settlements and Urban Development ("DHSUD"), a copy of which is attached hereto as Annex "B";

**WHEREAS**, the **DONEE** has requested and the **DONOR** has agreed to donate the roads and open spaces within the Project, for purposes of maintenance and regulation thereof for the benefit of its residents, subject to the terms and conditions stated in this Deed;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the Parties hereby agree as follows:

1. **DONATION.** – In compliance with Section 31 of PD 957, as amended, the **DONOR** hereby voluntarily and gratuitously transfers, conveys and cedes, by way of donation unto the **DONEE**, all of its rights, title and interest over the road lots, alleys, sidewalks and open spaces of Project on an "as is, where is" basis with neither legal nor contracted warranty, whether express and implied, whatsoever and subject to the conditions stated herein.
2. **CONDITIONS.** – The Parties expressly acknowledge that the donation contained in this Deed shall be governed by the following conditions:



- (a) No portion of the Properties shall be altered nor its use converted, for any purpose whatsoever, without the prior written consent of the DONOR and the approval of DHSUD; and
- (b) DONOR and its affiliates shall continue to have free, unqualified, and unrestricted access to, and right of way through, the Properties.
- (c) The Properties shall remain subject to the easements and rights of way for the purpose of accommodating existing utility lines and those which may be installed in the future on the Properties, such as without limitation, the utility lines for water, sewer and drainage currently located thereon, which are owned, used or operated by DONOR or any utility or public service company authorized by the DONOR for the Project and for projects which it may later have outside, but within the vicinity of, the Project. The DONOR and any utility or public service company that is authorized 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, or maintenance works thereon. The DONEE shall not construct any improvement or structure over the Properties, and over said utility lines that will or tend to obstruct or prevent access to the same for these or any other purposes of the DONOR or any utility or public service company.


### 3. GENERAL PROVISIONS

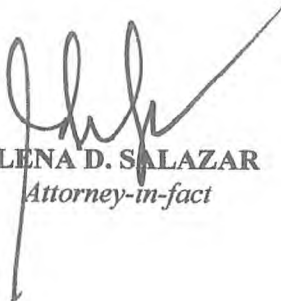
- (a) NON-WAIVER. The failure of the DONOR to insist upon a strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of such terms, conditions or covenants, nor shall it be construed as a condonation of any subsequent breach or default of the terms, conditions and covenants hereof, which terms, conditions and covenants shall continue to be in full force and effect. No waiver by the DONOR of any of its rights under this Deed shall be deemed to have been made unless expressed in writing and signed by the DONOR.
- (b) GOVERNING LAW. The construction, validity, and performance of this Deed shall be governed by the laws of the Republic of the Philippines.
- (c) SEVERABILITY. If any one or more of the provisions of this Deed 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.
- (d) TAXES AND FEES. The DONEE undertakes to assist the DONOR in claiming exemption from taxes that may be due arising out of the donation of the Properties to the DONEE. For this purpose, the DONEE shall execute the necessary documents or instruments that may be required by the relevant government agencies to prove and/or claim such tax exemption, including a Certificate of Donation.
- (e) COUNTERPARTS. This Deed may be executed in counterparts. One fully signed set of counterparts shall, for all intents and purposes, be considered a single document. This Deed 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.



IN WITNESS WHEREOF, the Parties have executed this Deed of Donation on the dates and at the places indicated in the acknowledgment pages.

**AVIDA LAND CORP.,**  
*DONOR*

  
**ARISTIDES ANTONIO C. GONZALES**  
*Attorney-in-fact*

  
**ELENA D. SALAZAR**  
*Attorney-in-fact*

**HON. MAILA ROSARIO S. TING-QUE**  
*DONEE*

\_\_\_\_\_  
*Attorney-in-fact*

\_\_\_\_\_  
*Attorney-in-fact*

  
**MARIA SHEILA A. SILVA**  
*Witness*

  
**CARLO P. ALDABA**  
*Witness*

*[Acknowledgment Pages follow.]*



FIRST ACKNOWLEDGMENT

Republic of the Philippines )  
 ) S.S.

I certify that on this \_\_\_\_\_ 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>
<b>CITY GOVERNMENT OF TUGUEGARAO</b>		
<i>represented by:</i>		
[•] HON. MAILAR ROSARIO S. TING-QUE	[•]	[•] / [•]

who are identified by me through competent evidence of identity to be the same persons described in the foregoing instrument, who acknowledged before me that their respective signatures on the instrument were voluntarily affixed by them for the purposes stated therein, and who declared to me that they have executed the instrument as their free and voluntary act and deed and that of the local government unit represented herein, and that they have the authority to sign on behalf of their principal.

This instrument is a Deed of Donation over the road lots, alleys, sidewalks, and open spaces of Project contained in the list hereto attached as Annex "B," and consisting of Five (5) pages, including the acknowledgment pages and its Annexes.

Each and every page of this instrument has been signed by the parties and their witnesses.

Witness my hand and seal this \_\_\_\_\_.

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2025.



SECOND ACKNOWLEDGMENT

Republic of the Philippines )  
Taguig City ) S.S.

I certify that on this \_\_\_\_\_ 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 and ID No.</u>	<u>Date/Place of Issue</u>
<b>AVIDA LAND CORP.</b>	TIN: [•]	
<i>represented by:</i>		
Aristides Antonio C. Gonzales	Driver's License No.: NO1-94-169823	Aug. 30, 2033
Elena D. Salazar	Driver's License No.: NO3-17-019360	Apr. 23, 2032

who are identified by me through competent evidence of identity to be the same persons described in the foregoing instrument, who acknowledged before me that their respective signatures on the instrument were voluntarily affixed by them for the purposes stated therein, and who declared to me that they have executed the instrument as their free and voluntary act and deed and that of the corporation represented herein, and that they have the authority to sign on behalf of their principal.

This instrument is a Deed of Donation over the road lots, alleys, sidewalks, and open spaces of Project contained in the list hereto attached as Annex "B," and consisting of Five (5) pages, including the acknowledgment pages and its Annexes.

Each and every page of this instrument has been signed by the parties and their witnesses.

Witness my hand and seal this \_\_\_\_\_.

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2025.





## ANNEX A

Count	Unit Callout	Lot Area (sqm)	Description/ Usage Type	TCT No.	Remarks
1	1-B1L1	530	Parks & Playground	032-2020000435	
2	1-B2L4	73	Open space	032-2020000464	
3	1-B3L1	112	Parks	032-2020000476	
4	1-B7L36	39	Easement	032-2020000559	
5	1-B9L38	74	Open space	032-2020000613	
6	1-B12L1	257	Parks	032-2020000652	
7	1-B14L1	566	Parks & Playground	032-2020000653	
8	1-B16L1	93	Open space	032-2022002608	
9	1-B17L1	109	Open space	032-2022002609	
10	1-B18L4	53	Alley	032-2022002553	
11	1-B18L16	195	Utility	032-2022002564	Eco Yard: Material Recovery Facility (MRF) and Nursery
12	1-B18L17	255	Easement	032-2022002565	
13	1-B18L18	302	Easement	032-2020000717	
14	1-B20L55	39	Easement	032-2020000803	
15	1-B21L10	78	Open space	032-2020000812	
16	1-B25L1	21	Open space	032-2020000890	
17	1-B26L31	75	Easement	032-2020000919	
18	1-B27L9	82	Easement	032-2020000935	
19	1-B27L21	88	Easement	032-2020000946	
20	1-B28L1	19	Open space	032-2020000953	
21	1-B30L29	109	Parks & Playground	032-2020000992	
22	1-B30L30	214	Easement	032-2020000993	
23	1-B30L31	64	Easement	032-2020000994	



REPUBLIC OF THE PHILIPPINES

Department of Human Settlements and Urban Development

Kagawaran ng Pananahanang Pantao at Pagpapaunlad ng Kalunsuran

**CERTIFICATE OF COMPLETION**

(FOR SUBDIVISION)

No. 0000265

TO WHOM THESE PRESENTS MAY COME, GREETINGS:

BE IT KNOWN THAT:

**AVIDA SETTINGS TUGUEGARAO**

(Name of Project)

**Brgy. Carig Sur, Tuguegarao City, Cagayan**

(Location)

owned/developed by Avida Land Corporation and  
classified as PD 957 with an area  
of 236,799 sq. m. and with 67 Lot Only and 17 H & L lots or lots with housing  
components upon inspection, has been completed in accordance with the approved  
development plan.

Notwithstanding, this completion, the owner/developer shall continue to maintain the  
project's common facilities unless its donation is effected pursuant to Presidential Decree No.  
1216 and its implementing rules. Furthermore, this certification shall be without prejudice to  
any case filed against said owner/developer pending before this Department or where the cause  
of action accrued prior to the issuance of this certification or is not related thereto.

The approvals granted by this Department on said project are as follows:

DP No./Date Issued	:	<u>02-TUG-0014-003 / February 27, 2015</u>
CR No./Date Issued	:	<u>25990 / June 29, 2015</u>
LS No./Date Issued	:	<u>026/ July 5, 2021</u>

This Certificate shall be valid for the purpose of donation/turn-over to the local  
government units or the homeowners association in appropriate cases if the same is made  
within six (6) months from the date of issuance.

IN WITNESS WHEREOF, I have set my hand and caused the seal of this Office to  
be affixed at Tuguegarao City, this 14th day of May, year 2025.  
Cagayan

BY AUTHORITY OF THE SECRETARY

O.R. No.	<u>06991106</u>
Date Issued	<u>04/28/2025</u>
Amount Paid	<u>P 35,734.03</u>
TIN (Owner)	<u></u>
TIN (Developer)	<u></u>

  
**GRACE A. DE VERA**  
JOIC, REGIONAL DIRECTOR

