



Republic of the Philippines  
Department of Environment and Natural Resources  
**Provincial Environment and Natural Resources Office**  
**MIMAROPA Region**

Bgy. Sta. Monica, Puerto Princesa City, Palawan

E-mail: [penropalawan@denr.gov.ph](mailto:penropalawan@denr.gov.ph)

Telfax No. (048) 433-5638 / (048) 433-5638

June 13, 2023

**MEMORANDUM**

**FOR** : The Regional Executive Director  
DENR MIMAROPA  
1515 DENR By the Bay Bldg., Roxas Boulevard,  
Barangay 668, Ermita Manila

**THRU** : The OIC, Assistant Regional Director for Technical Services

**FROM** : The Provincial Environment and  
Natural Resources Officer

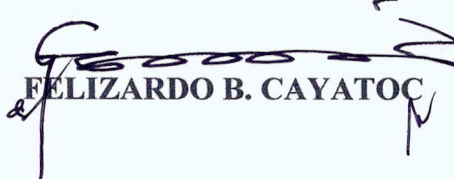
**SUBJECT** : **LETTER REQUEST FOR EASEMENT CERTIFICATION AND  
PROTECTED AREA ZONING CERTIFICATE OF ZAYA BAR  
OWNED BY MR. ANTHONY DAUO LOCATED AT BARANGAY  
CORONG-CORONG, EL NIDO, PALAWAN**

Forwarded is the memorandum dated May 11, 2023 from CENRO Taytay regarding the above subject.


Please be informed that based on the report of PAMO-ENMRPA, the Zaya Bar located in Barangay Coorong-corong, El Nido, Palawan has been constructed without endorsement from the PAMB and it is within the forty (40) meters easement, but within the Multiple Use Zone (MUZ) of El Nido Managed Resource Protected Area (ENMRPA).

Hence, CENRO Taytay issued a Notice of Violation (NoV) dated May 11, 2023 to Mr. Dauo informing his violation under RA No. 11038 or the Expanded National Integrated Protected Area System Act of 2018.

For information, record and further instruction.

  
FELIZARDO B. CAYATOC



DENR-PALAWAN  
PENRO-RECORDS  
**RELEASED**  
By   
Date: 15 JUN 2023 2023-1658 da



Republic of the Philippines  
Department of Environment and Natural Resources  
MIMAROPA Region  
**COMMUNITY ENVIRONMENT AND NATURAL RESOURCES OFFICE**  
By the National Highway, Poblacion, Taytay, Palawan 5312  
Mobile: 0926-505-9335 TM 0912-171-3889 TNT  
Email: cenrotaytay@denr.gov.ph

**DENR CENRO  
PALAWAN RECORDS  
RECEIVED**

May 11, 2023

MEMORANDUM

BY: [Signature]  
DATE: 15-10-23 CN 234774

FOR : The Provincial Environment and Natural Resources Officer- Palawan  
Sta. Monica, Puerto Princesa City

FROM : The Community Environment and Natural Resources Officer

SUBJECT : **LETTER REQUEST FOR EASEMENT CERTIFICATION AND  
PROTECTED AREA ZONING CERTIFICATE OF ZAYA BAR  
OWNED BY MR. ANTHONY DAUO LOCATED AT BARANGAY  
CORONG-CORONG, EL NIDO, PALAWAN**

Respectfully forwarded is the Memorandum dated April 27, 2023 of Protected Area Superintendent (PASu) Mildred A. Suza of El Nido Managed Resource Protected Area (ENMRPA), El Nido, Palawan.

Please be informed that based on the report of PAMO-ENMRPA, the commercial establishment name Zaya Bar of Mr. Anthony Dauo located at Barangay Corong-corong, El Nido, Palawan had constructed without endorsement from the PAMB and within forty (40) meters easement but in Multiple Use Zone (MUZ) of terrestrial management zone of ENMRPA.

Hence, this Office issued a Notice of Violation (NOV) dated May 11, 2023 to Mr. Dauo informing his violation under section 18 (n) and (v) of the Republic Act No. 11038 otherwise known as "Expanded National Integrated Protected Area System Act of 2018".

For information, record and further instruction.

**CONRADO M. CORPUZ**

Cc: PAMO-ENMRPA

**DENR CENRO  
TAYTAY, PALAWAN  
RELEASED**

BY: [Signature]  
DATE: MAY 12 2023 CN 1813





May 11, 2023

**MR. ANTHONY DAUO**  
Proponent- Zaya Bar  
Barangay Corong-corong, El Nido, Palawan

**NOTICE OF VIOLATION**

Sir,

**DENR CENRO**  
**TAYTAY, PALAWAN**  
**RELEASED**  
BY: fu  
DATE: MAY 12 2023 1814

This is to notify you that based on the investigation conducted by PAMO-ENMRPA Team pursuant to Presidential Proclamation No. 32, Series of 1998, it was verified that your commercial establishment name Zaya Bar located at Barangay Corong-corong, El Nido, Palawan, which is classified as protected area under El Nido Managed Resource Protected Area (ENMRPA). Hence, the construction of your establishment without clearance and/or permit from the Protected Area Management Board (PAMB) and the Department of Environment and Natural Resources (DENR), respectively, constitute a criminal offense. *Section 18 (n) and (v) of Republic Act (RA) No. 11038*, as amended, provides that:

*Section 18. Section 20 of Republic Act No. 7586 is hereby amended to read as follow:*

*-xxx-*

*(n) **Occupying or dwelling** in any public land within the protected area without clearance from the PAMB;*

*(v) **Constructing** any permanent structure within **forty (40) meters easement** from the high water mark of any natural body of water or issuing a permit for such construction pursuant to Article 51 of Presidential Decree No. 1067; Provided, that construction for common usage wharves and shoreline protection shall be permitted by the PAMB only after thorough EIA”.*

In view hereof, you are hereby ordered to **VACATE, REMOVE AND SELF-DEMOLISH THE STRUCTURE/S you have built in the subject land** within **FIFTEEN (15) DAYS** upon receipt hereof. Otherwise, we will be compelled to take necessary action on the matter.

We are hoping that you will give this matter your utmost and preferential attention.

Very truly yours,

**CONRADO M. CORPUZ**  
Community Environment and  
Natural Resources Officer

Binigyang sipi:

- Regional Executive Director, DENR-MIMAROPA
- PENR Officer- Palawan, Bgy. Sta. Monica, PPC
- Office of the Municipal Mayor, El Nido, Palawan
- Protected Area Management Office-ENMRPA
- Punong Barangay Corong-Corong
- File



Republic of the Philippines  
Department of Environment and Natural Resources  
**MIMAROPA Region**  
Community Environment and Natural Resources  
**EL NIDO MANAGED RESOURCE PROTECTED AREA**  
Calle Real, Barangay Masagana, El Nido, Palawan, 5313  
Contact No. LANDLINE (0487160674)  
Email: entmrpa@gmail.com

APR 27 2023

**MEMORANDUM**

**FOR :** The Community Environment and  
Natural Resources Officer  
Taytay, Palawan

**FROM :** The Protected Area Superintendent  
El Nido Managed Resource Protected Area

**SUBJECT :** LETTER REQUEST FOR EASEMENT CERTIFICATION AND  
PROTECTED AREA ZONING CERTIFICATE OF ZAYA BAR  
OWNED BY ANTHONY DAUO LOCATED AT BARANGAY  
CORONG-CORONG, EL NIDO, PALAWAN

**DENR CENRO  
TAYTAY, PALAWAN  
RECEIVED**  
BY: *[Signature]*  
DATE: 5-5-23 CN 2905

Respectfully forwarded is the memorandum report from Assistant Protected Area Superintendent Jenuel P. Casel dated January 5, 2023 pertaining to the above-mentioned subject with attachments.

Based on the report, the Zaya Bar owned by Mr. Anthony Daou is located in Brgy. Corong-corong, El Nido, Palawan, constructed without endorsement from the Protected Area Management Board (PAMB) and within the forty (40) meters legal easement, thus, violating the provision of Section 20 of Republic Act (RA) 7586 or the National Integrated Protected Areas System (NIPAS) Act of 1992 as amended by RA 11038 or Expanded NIPAS Act of 2018 particularly paragraph O and V.

With the above findings, this office concurs with the recommendations of APASu Casel to require the proponent to secure PAMB endorsement and issuance of Cease and Desist Order (CDO) is also recommended.

Attached in this report is the draft CDO for review and finalization.

For information and record.

**DENR - PAO  
ENTMRPA,  
El Nido, Palawan**  
**RELEASED**  
By: *[Signature]*  
Date: 04-27-23  
C.N.: 0415

*[Signature]*  
**MILDRED A. SUZA**





Republic of the Philippines  
Department of Environment and Natural Resources  
**MIMAROPA Region**

Community Environment and Natural Resources Office  
**EL NIDO-TAYTAY MANAGED RESOURCE PROTECTED AREA**

Calle Real, Bgy. Masagana, El Nido, Palawan 5313

Landline No. 048-716-0674

Email: [entmrpa@gmail.com](mailto:entmrpa@gmail.com)

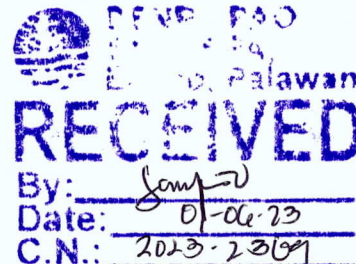
January 5, 2023

**MEMORANDUM**

**FOR :** The Protected Area Superintendent  
El Nido-Taytay Managed Resource Protected Area

**FROM :** Park Maintenance Foreman  
El Nido-Taytay Managed Resource Protected Area

**SUBJECT :** **LETTER REQUEST FOR EASEMENT CERTIFICATION AND PROTECTED AREA ZONING CERTIFICATE OF ZAYA BAR OWNED BY ANTHONY DAUO LOCATED AT BARANGAY CORONG-CORONG, EL NIDO, PALAWAN**



Please be informed that the undersigned together with PAMO staff conducted inspection on the letter request of Ms. Vilma D. Guarte, authorized representative of Mr. Anthony Dauo regarding the above subject. During the conduct of inspection, the commercial establishment name Zaya Bar is a new establishment at Barangay Corong-corong, El Nido, Palawan. The area is about three hundred seventeen (317) sq.m portion of Lot C-4-A and C-4-B under the name of Rolando M. Eleazar and Merry France E. Calo heirs of Francisco G. Eleazar, resident of Barangay Corong-corong, El Nido, Palawan. The establishment is constructed within the forty (40) meter easement zone and within the Multiple Use Zone of the indicative terrestrial management zone of Protected Area Management Plan (PAMP) of El Nido-Taytay Managed Resource Protected Area (ENTMRPA).

Recommending further to issue compliant order to secure pertinent documents to PAMB and to issue cease and desist order in violation to section 20 of the Republic Act 7586 also known as NIPAS Act of 1992 as amended by RA 11038 known as the Expanded NIPAS Act of 2018 provides the following as illegal act: (o) "Constructing, erecting, or maintaining any kind of structure, fence or enclosure, conducting any business enterprise within the protected area without prior clearance from the PAMB and permit from the DENR, or conducting these activities in a manner that is inconsistent with the management plan duly approved by the PAMB" and (v) "Constructing any permanent structure within the forty (40) meter easement from the high water mark of any natural body of water or issuing a permit for such construction pursuant to Article 51 of Presidential Decree No. 1067: Provided, that construction for common usage wharves and shoreline protection shall be permitted by the PAMB only after thorough EIA". The request for easement certification is denied.

For information.

**JENUEL P. CASEL**  
Park Maintenance Foreman




PHOTO DOCUMENTATIONS



CERTIFICATION

I hereby certify that the above photos are true and correct and taken during the inspection at Bgy. Corong-corong, El Nido, Palawan on December 13, 2022.

  
**FAITH D. BANGALISAN**  
Bookkeeper II



TO -  
REQUEST FOR PA ZONING AND MAP

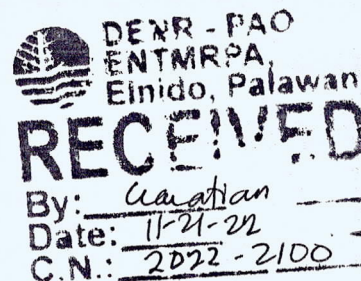
NOVEMBER, 21, 2022

MILDRED A. SUZA

PROTECTED AREA SUPERINTENDED

ENTMRPA

EL NIDO PALAWAN



WARM GREETINGS!

WE WOULD LIKE TO REQUEST FROM YOUR GOOD OFFICE  
FOR THE INSPECTION AND REQUEST FOR PA ZONING AND MAP ON  
OUR ESTABLISHMENT "ZAYA BAR" OWNED BY ANTHONY DAUD,  
LOCATED IN BRGY CORONG-CORONG, EL NIDO PALAWAN.

VERY TRULY YOURS

VILMA

D. GUARTE

AUTHORIZED REPRESENTATIVE.

# 09 208894 223

REQUEST FOR INSPECTION OF EASTMENT

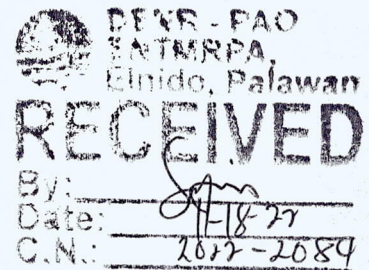
NOVEMBER, 18, 2022

MILDRED A. SUZA

PROTECTED AREA SUPERINTENDID

ENTMRPA

EL NIDO, PALAWAN.



WARM GREETINGS!

WE WOULD LIKE TO REQUEST FROM YOUR GOOD OFFICE  
FOR THE INSPECTION OF EASTMENT ON OUR COMMERCIAL ESTAB-  
LISHMENT "ZAYA BAR" OWNED BY ANTHONY DAUO, LOCATED IN  
BRGY. CORONG-CORONG, EL NIDO PALAWAN.

VERY TRULY YOURS,

  
VILMA D. GUARTE

AUTHORIZED REPRESENTATIVE

#09208894223  
Vilma



## SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

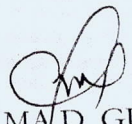
I, **ANTHONY DAOU**, all of legal age, Lebanese and a resident of Poblacion, Taytay, Palawan, do hereby NAME, CONSTITUTE and APPOINT, **VILMA D. GUARTE**, likewise of legal age, Filipino, married and a resident of Corong-corong, El Nido, Palawan, to be my true and lawful ATTORNEY-IN-FACT, for me and in my name, place, and stead, to do and perform the following acts and things, namely:

1. To transact, process, follow up, claim and receive any and all documents such as but not limited to Zoning Clearance/Certification, Barangay Endorsement, Locational Clearance, PAMB Endorsement, Sangguniang Bayan Endorsement, Building Permit, Mayor's Permit and others from different government offices/agencies; and
2. To perform such act/s necessary for and in relation to the accomplishment of the above-given power and authority.

HEREBY GIVING AND GRANTING unto my said Attorney-In-Fact full power and authority as are necessary requisite and proper to carry out the objectives of this instrument, as fully to all intents and purposes as I might or could lawfully do if and when present in person, and HEREBY CONFIRMING AND RATIFYING all that my said Attorney-In-Fact shall do or cause to be done under and by virtue of these presents.

IN WITNESS WHEREOF, I have hereunto set my hand at El Nido, Palawan, Philippines, on this 4<sup>th</sup> day of April 2022.

  
**ANTHONY DAOU**  
Principal

  
**VILMA D. GUARTE**  
Attorney-in-fact

Signed in the presence of:

### ACKNOWLEDGMENT

Republic of the Philippines )  
Province of Palawan ) s.s.  
Municipality of El Nido )

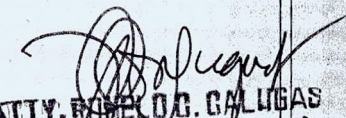
x-----x

Personally came and appeared before me: **ANTHONY DAOU** with \_\_\_\_\_  
known to me to be the same person who executed the foregoing instrument, and acknowledged that the same is his/her free act and voluntary deed.

WITNESS MY HAND AND SEAL on the date and place first above written.

DOC. NO. 229  
PAGE NO. 07  
BOOK NO. 27  
SERIES OF 2022



  
**ATTY. ROMEO C. CALUGAS**  
NOTARY PUBLIC  
UNTIL DEC. 31, 2022  
ROLL OF ATTORNEY'S NO. 65859  
PTR NO. 2933610-12/01/20, PALAWAN  
IBP NO. 181992-11/05/20, PALAWAN  
ACLE COMPLIANCE NO VI-0010273.4/14/2



## TAX DECLARATION OF REAL PROPERTY

T.D. No. 13-008-0673

Property Identification No.: 066-13-008-02-092

Owner: FRANCISCO G. ELEAZAR married to Maria M. Eleazar

TIN:

Address: CORONG-CORONG, EL NIDO, PALAWAN

Telephone No.:

Administrator/Beneficial User:

TIN:

Address:

Telephone No.:

Location of Property:

CORONG-CORONG

EL NIDO, PALAWAN

(Number and Street)

(Barangay/District)

(Municipality &amp; Province)

OCT/TCT/CLOA No.

Survey No.

CCT:

Lot No.

Date:

Block No.

Boundaries North: ALN 093

South: ALN 057

East: ALN 091

West: SEASHORE

## KIND OF PROPERTY ASSESSED:



LAND



BUILDING

No. of Storeys:

Brief Description:



MACHINERY

Brief Description:



Others:

Specify:

Classification	Area	Unit Value	Market Value	Actual Use	Assessment Level	Assessed Value	Taxable
Coconut Land (COC ON2-ML)	0.07001 ha	80,000 Php	5,620.96	AGRICULTURAL	16 % Php	1,080.00	TAXABLE

Total 700.10 sq.m Php 6,720.96 Php 1,080.00

Total Assessed Value ONE THOUSAND EIGHTY PESOS

Taxable ☒ Exempt ☐

(Amount in Words)

Effectivity of Assessment/Reassessment: 2015 YEAR

Approved:

(SGD) NERRIE G. RODRIGUEZ

11/3/2014

PROVINCIAL ASSESSOR

Date

This declaration cancels TD No. 13-008-0059 Previous A.V. Php. 3,310.00 Previous PIN: 066-13-008-02-001

Previous Owner: REPUBLIC OF THE PHILIPPINES

Previous Area: 0.2158 ha.

## Memoranda:

DECLARED PER BARANGAY CAPTAIN CERTIFICATION AND APPROVED SUBDIVISION PLAN SUBMITTED SWORN STATEMENT FILED.

Note: This declaration is for real property taxation purposes only and the valuation indicated herein are based on the schedule of unit market values prepared for the purpose and duly enacted into an Ordinance by the Sangguniang Panlalawigan under Ordinance No. 1281-12 dated November 6, 2012. It does not and can by itself alone confer any ownership or legal title to the property.

SWORN STATEMENT No.: - NONE -

SWORN STATEMENT Date: 11-03-2014

Machine Validation: Printed by Lydia S. Miagao/ 11:13:29 AM/ 6/2/2016

CERTIFIED COMPUTER GENERATED COPY

DATE: 6/2/2016

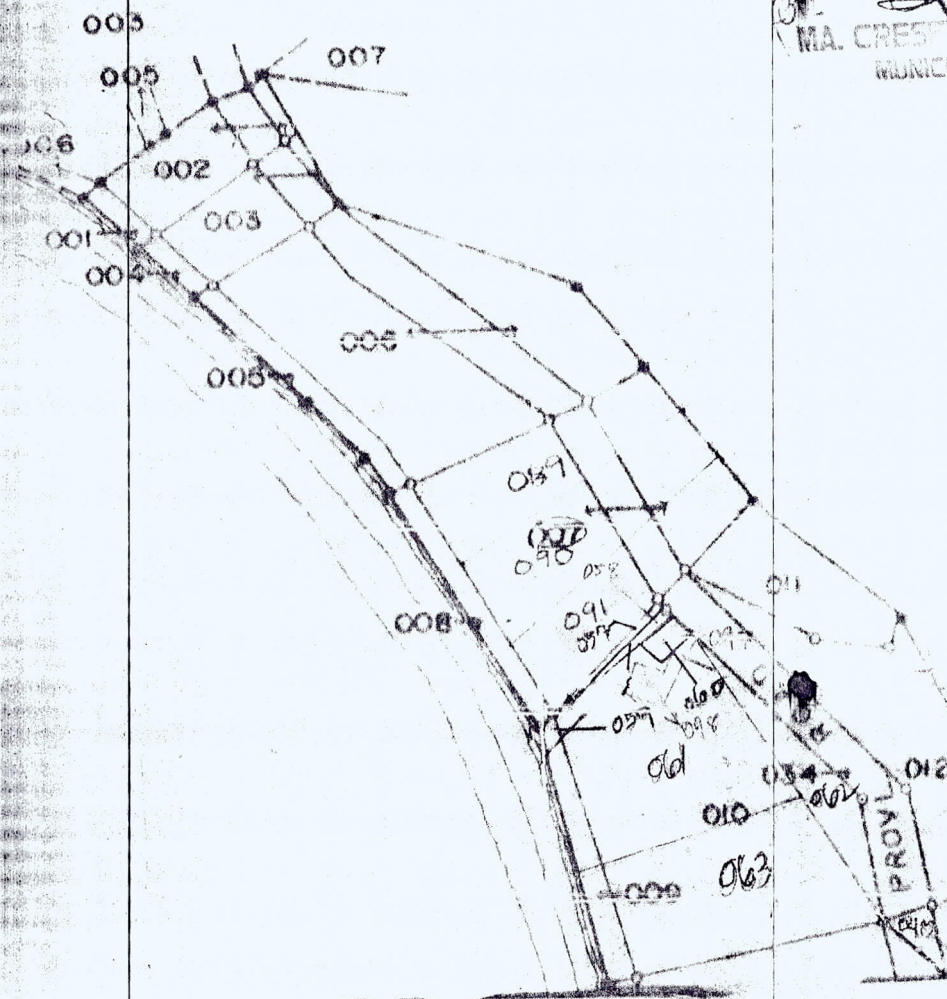
*NERRIE G. RODRIGUEZ*  
NERRIE G. RODRIGUEZ  
Provincial Assessor

Sec. Fee: 50.00  
O.R. No.: 6475098  
O.R. Date: 6/2/2016  
Place: PPCity



TAX MAP  
OF AL No. 091  
SECTION 02  
CORONGCORONG

T I C N 01



CERTIFIED PHOTO COPY  
BY AUTHORITY OF THE MUNICIPAL ASSESSOR

MA. CRESPIA F. FERNANDEZ  
MUNICIPAL ASSESSOR

AMOUNT PAID: P 53.00  
O.R. NO. : 4852452 K  
DATE ISSUED : OCT. 11, 2017  
AT: C. ANDO, PALANG

S E C T I O N

001

041



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF JUSTICE  
(Land Registration Authority)  
QUEZON CITY

REGISTRY OF DEEDS .....

Original Certificate of Title

JUDICIALLY RE-ISSUED

No. G-41

Entered, in accordance with section 103 of P. D. No. 1529, of the Republic of the Philippines, pursuant to a patent issued by the President of the Philippines, dated at Manila on the 3rd day of May, in the year nineteen hundred and twenty-six and spread in the records of the Bureau of Lands, as follows:

DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES  
LAND MANAGEMENT BUREAU  
HOMESTEAD PATENT No. 9353

"TO ALL WHOM THESE PRESENTS SHALL COME, GREETINGS:

"WHEREAS, it appears that pursuant to the provisions of Chapter IV of Commonwealth Act No. 141, as amended, governing the homesteading of portions of the public domain, the claim of VICENTE GABUAT has been established and duly consummated in conformity with law for a tract of agricultural public land situated in the barrio of Centro, Municipality of Bacuit, Province of Palawan, Island of Palawan, Philippines, containing an area of 36 hectares, 90 ares, 4 centares, according to the official plat of the survey thereof on file in the Bureau of Lands, Manila, and described on the back hereof;

"NOW, THEREFORE, KNOW YE, That by authority of the Constitution of the Philippines, and in conformity with the provisions thereof and of the aforesaid Commonwealth Act No. 141 and the Acts supplemental thereto, there is hereby granted unto the said VICENTE GABUAT, of legal age, married to ..... and residing in ..... the tract of public land above described;

TO HAVE AND TO HOLD the said tract of land with the appurtenances thereunto of right belonging unto the said VICENTE GABUAT, and to his heir or heirs and assigns forever, subject to the provisions of sections, 118, 121, 122 and 124 of Commonwealth Act No. 141, as amended, which provide that except in favor of the Government or any of its branches, units or institutions, the land hereby acquired shall be inalienable and shall not be subject to encumbrance for a period of five (5) years next following the date of this patent, and shall not be liable for the satisfaction of any debt contracted prior to the expiration of that period; that it shall not be alienated, transferred or conveyed after five (5) years and before twenty-five (25) years next following the issuance of title, without the approval of the Secretary of Natural Resources; that it shall not be encumbered, alienated, or transferred to any person, corporation, association, or partnership not qualified to acquire public lands under the said Act and its amendments; and that, except with the consent of the grantee and the approval of the Secretary of Environment and Natural Resources and solely for commercial, industrial, educational, religious or charitable purposes or for a right of way, no corporation, association or partnership may acquire or have any right, title, interest, or property right whatsoever to the said land or to any improvement on such land; \* and subject also to all conditions and public easements and servitudes recognized and prescribed by law, especially those mentioned in sections 109, 110, 111, 112, 113, and 114 of Commonwealth Act No. 141, as amended.

"IN TESTIMONY WHEREOF, and by authority vested upon me by law, I, LEONARD WOOD, President of the Philippines, have caused these letters to be made patent and the seal of the Republic of the Philippines, to be hereunto affixed.

"Given under my hand at Quezon City, on this, the 3rd day of May, in the year of our Lord one thousand nine hundred and twenty-six

\*As amended by P.D. 763.

"BY AUTHORITY OF THE PRESIDENT:

(SGD.) LEONARD WOOD

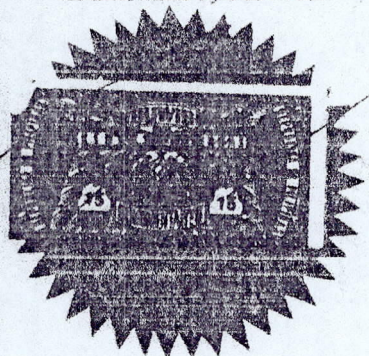
Secretary of Environment and Natural Resources"

Entered in the "Registration Book" for the Province of Palawan, Puerto Princesa, pursuant to the provisions of section 103 of P. D. No. 1529, this 28th day of June, nineteen hundred and twenty-six, at 9:00 A. M.

(SGD.) CORAZON P. LEYNES-BILOG

Acting Register of Deeds

(Owner's Postal Address)



pectively.



It is the Government's policy to support the construction of the new hospital.

1940

4-27-77 10:10 AM

100-443887-100

10/10/1944

— 200 —

1944

1945-1946



KNOW ALL MEN BY THESE PRESENTS:

That We, Sofronio Gabuat and Engracia Villagracia, spouses, both of age, residing in the Municipality of Bacuit, Province of Palawan, Philippine Islands, in consideration of the sum of ONE HUNDRED PESOS, Philippine Currency, the receipt of which we fully acknowledge, unto us paid by Santiago Eleazar, also of age, married to Juanita Gabuat, and resident of the said Municipality of Bacuit, Province of Palawan, P. I., by these presents, we hereby sell, convey and transfer to said Santiago Eleazar SIXTY COCONUT TREES (60%), all bearing, situated and planted in the land of said Santiago Eleazar and declared under Tax Declaration No. 1289. This parcel of land is partly covered by Certificate of Title No. G-41, Patent No. 9353, and located in the sitio of Corongeorong, Bacuit, Palawan, P. I., and the said coconuts are declared in the name of Sofronio Gabuat.

That we are the true and real owners of said sixty coconut trees, that we have the legal and just right to enjoy and dispose of the same and we hereby quitclaim said coconut trees unto said Santiago Eleazar, his heirs, executor, administrators and assigns for all legal purposes and effects, and that we bind ourselves to protect the right of said vendee against all just claimants.

IN WITNESS WHEREOF, we have here unto set our hands and signatures this 27th day of June, 1935, at Bacuit, Palawan, Philippine Islands.

*Sofronio Gabuat*  
SOFRONIO GABUAT

*Engracia Villagracia*  
ENGRACIA VILLAGRACIA

IN THE PRESENCE OF:

*Sebastiano A. Cruz*  
.....  
*Manoel*  
.....

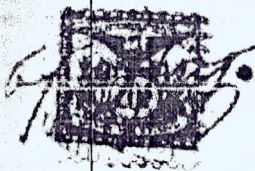
MUNICIPALITY OF BACUIT )  
PROVINCE OF PALAWAN ) S. S.

In the above mentioned municipality and province, personally appeared before me Sofronio Gabuat with cedula No. 718908, issued on Mar. 18, 1935, at Bacuit, Palawan, and Engracia Villagracia with no cedula by reason of her sex, known to me to be the same persons who acknowledged the foregoing instrument and executed the same as their true and lawful act and deed.

This 27th day of June, 1935.

*Not Reg. 17-*  
*Page 40*  
*1035*

*Juan D. Bautista*  
JUAN D. BAUTISTA  
Justice of the Peace and Notary D. ...





PEBRERO 17, 2016  
Bay Corong Corong, El Nido, Palawan  
El Nido, Palawan

Ipinaaalam Sa Lahat:

Ako si Francisco G. Eleazar, 78 y/o,  
Nakatala sa Bay Corong Corong, El Nido, Palawan.  
Sa pamamagitan ng sulat na ito ay pinapayagan  
ko nang buong pagkakataon ang aking anak na  
si Danilo G. Eleazar, 44 y/o, nakatala sa Bay  
Corong Corong, El Nido, Palawan na mamahala  
sa pagpaparenta ng bahay ng aking lupa  
na kung saan ay nakatayo ang kanyang bahay  
na maging tahanan naya at ng kanyang mga  
sa loob ng silwampang tuod at sumagat.  
Na sa pamamagitan ng sulat na ito ay  
nambaya ko sa kanya ang pagpapasya  
sumagat usapang patungkol sa lupa at  
bahay na aking nabanggit.

Mary Eleazar

MARY ELEAZAR  
ASAWA NG MAYARI NG LUPA

FRANCISCO G. ELEAZAR  
MAYARI NG LUPA

DANILLO G. ELEAZAR  
MAY-ARI NG BAHAY

SAKSI: EVELYN E. LORENZO  
PANGALANG ANAK

El Nido

El Nido



# PROPERTY LEASE AGREEMENT

THIS PROPERTY LEASE AGREEMENT (this "Lease") is made and entered into as of March 15 2022 (the "Effective Date"), by and between Landlord and Tenant. Landlord and Tenant hereby agree as follows:

## ARTICLE 1 - LEASE PARTICULARS

### 1.1 DEFINITIONS:

In addition to the terms, which are defined elsewhere in this Lease, the following terms shall have the following meaning:

1.1.1 **LANDLORDS:** ROLANDO M. ELEAZAR and MERRY FRANCE E. CALO, both of legal age, Filipino Nationals

1.1.2 **LANDLORD'S ADDRESS:** Brgy. Corong-corong, El Nido, Palawan.

1.1.3 **TENANT:** Anthony Daou, Lebanese National, of legal age

1.1.4 **TENANT'S ADDRESS:** Brgy. Poblacion, Taytay, Palawan email

1.1.5 **PROPERTY:** The property is composed of:

(a) **PLOT OF LAND:** of approximately Three Hundred Seventeen (317) square meters of Land under Lot # C-4-A and C-4-B, with Tax Declaration No. 13-008-0654 and which is a part of the parcel of real property owned by Landlord and located at Brgy. Corong-corong, El Nido, Palawan.

(b) **COMMERCIAL ESTABLISHMENT:** a commercial building structure of Three Hundred Seventeen (317) square meters of built area on the Plot of Land, consisting of a Restaurant and Bar and which forms an integral part of the Property subject of this Lease.

(c) **BUSINESS LICENSE:** a valid commercial or business license granted by the official authorities to run and operate the Commercial Establishment as a Restaurant and Bar or other similar commercial activities

### 1.2 PERMITTED USE

1.2.1. As of the Effective Date, the Tenant will use and exploit the Property for commercial purposes in accordance with the Business License during the Term of this Lease.

1.2.2. The Landlord understands that the Property requires significant renovation works in order for the Property to be fit for purpose, and hereby agrees to grant to the Tenant all rights necessary to renovate the Property, the Plot of Land and the Commercial Establishment. Such rights shall include demolition and additional construction works on the Property, such as addition of new buildings, structure, electrical, sewage, drainage, plumbing, conduits, HVAC, infrastructure, landscaping, decoration, etc... without limitation (the "Renovation Works"). The Tenant shall be entitled to do Renovation Works at any time during the Term, and keep all records of works and expenses related to the Renovation Works.

Handwritten signatures and initials are present on the right margin of the document.



1.2.3. The Landlord hereby warrants and guarantees the Tenant's right to the Renovation Works, and full enjoyment of the Permitted Use without obstruction. The Tenant shall also have the right to amend the Business License as necessary to run and operate the Property in accordance with the Permitted Use, and to issue any other commercial, touristic or business license for the Property during the Term.

1.2.4. the landlord understands and is aware the property will be a Restaurant bar with loud music and will not complain or cause any obstruction of the business.

### 1.3 TERM:

1.3.1. The initial term of the lease shall be fifteen (15) years (the "Initial Term").

1.3.2. Upon the expiry of the Initial Term, or subsequently each Term, the Tenant shall have the right to renew the lease for additional periods of five (5) years (the "Additional Term"), provided that the Tenant notifies the Landlord of his intention to renew the Lease in writing at the Landlord's Address, at least ninety (90) days prior to the expiry of the Term.

1.3.3. The Initial Term and any subsequent Additional Term shall together be referred to as the "Term".

### 1.4 COMMENCEMENT & VALIDITY DATE:

1.4.1. The Lease shall commence on the Effective Date and shall end at the expiry of the Term.

1.4.2. The Initial Term shall start on April 1, 2022, and shall expire on April 1, 2037.

### 1.5 RENT & PAYMENTS:

1.5.1. For the Initial Term, the monthly payable rent shall be Twenty Thousand Pesos (Php20,000) per month (the "Rent"), payable in the following manner:

- First 1 payment One Hundred Twenty Thousand (php120,000) full Rent payable in advance on the Effective Date and will be considered as payment for the first six months of the term and the LESSEE shall start paying the monthly rental on October 1, 2022..
- Rent is payable monthly on every beginning of month.
- An increase every 5 year, the Landlord may increase the Rent by five percent (5%) or One Thousand Pesos (Php1,000) Every 5 years.

1.5.3. The Landlord shall issue to Tenant signed invoices and receipts for each payment towards the Rent.

1.5.4. All costs related to property tax, shall be the sole responsibility of the Landlord.

1.5.5. The Tenant shall only be liable for the payment of Renovation Works, utility bills such as electricity, water, sewage, drainage, telephone, and internet, municipality taxes, building permits, occupancy certificates, civil defense certificates and costs and taxes related to the Business License and the operations of the Commercial Establishment. The Tenant shall also take ownership of minor maintenance costs that would be incurred in the normal enjoyment of the Permitted Use.

1.5.6. Save as expressly mentioned herein, each Party shall bear their own costs and expenses as dictated under the applicable law.

## ARTICLE 2 - TERMINATION



## 2.1 TERMINATION BY LANDLORD:

The Landlord shall have the right to terminate the Lease with a thirty (30) day written notice to the Tenant at the Tenant's Address for any of the following reasons:

2.1.1. Tenant defaults in the due and punctual payment of Rent, and such default continues for fifteen (15) days after written notice from Landlord to the Tenant at the Tenant's Address.

2.1.2. Tenant vacates or abandons the Property for a consecutive period of six (6) months at any point during the Term.

2.1.3. Voluntary or involuntary proceedings under any bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the Philippines or insolvency act or for the dissolution of Tenant are instituted against Tenant personally, or a receiver or trustee is appointed for all or substantially all of the property of Tenant, and such proceeding is not dismissed or such receivership or trusteeship vacated within thirty (30) days after such institution or appointment.

2.1.4. Tenant breaches his obligations or the Permitted Use, and the Tenant fails to remedy to such breach within thirty (30) days.

## 2.2 TERMINATION BY TENANT:

The Tenant shall have the right to terminate the Lease in the following events:

2.2.1. For convenience at any point after the fifth year of the Initial Term, or a subsequent Additional Term, with a sixty (60) day written notice to Landlord at the Landlord's Address.

2.2.2. Landlord breaches his obligations under the Lease and fails to remedy to such breach within thirty (30) days of the Tenant's notice of breach to the Landlord at the Landlord's Address.

2.2.3. Landlord fails to secure and guarantee access to Tenant from and to the Property, or fails to ensure full and quiet enjoyment of the Permitted Use including Renovation Works for the Property within thirty (30) days of the Tenant's notice to the Landlord at the Landlord's Address.

2.2.4. For reasons of Acts of God, Force Majeure and Exceptional Circumstances, including without limitation disasters, floods, earthquakes, hurricanes, epidemics, pandemics, lockdowns, acts of terrorism, war, riots, civil unrest, political conflicts, economic turmoil, change of laws and regulations, etc., which will cause to prevent the Tenant access to and from the Property, or quiet and full enjoyment of the Permitted Use of the Property for a consecutive period of thirty (30) days or an aggregate period of ninety (90) days in any given year of the Term.

## 2.3 EFFECTS OF TERMINATION:

2.3.1. Neither Landlord nor Tenant shall have the right to terminate the Lease for any reason other than those stated above.

2.3.2. If Landlord terminates the Lease for any other reason than those stated herein, the Tenant shall have the right to claim all costs and expenses borne for the Renovation Works.

2.3.3. This Lease shall not terminate and will continue to be binding in the event the title of the Property has transferred to a new owner.

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2.3.4. Landlord and Tenant shall have no dues or liabilities towards one another after the rightful termination of expiration of this Lease as per the terms and conditions stated herein.

## ARTICLE 3—GENERAL

### 3.1 ASSIGNMENT AND SUBLEASE:

During the Term, the Tenant shall have the right to assign and/or sublet its interest in this Lease or the Property for short or long term periods. The Landlord acknowledges and confirms his blanket approval to the Tenant's right to the assign the Lease or sublease.

### 3.2 GOVERNING LAW:

This Lease shall be governed by and construed pursuant to the laws of the Philippines.

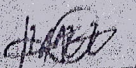
### 3.3 ENTIRE AGREEMENT & AMENDMENTS:

This Lease contains the entire agreement between Landlord and Tenant. No amendment, alteration, modification of, or addition to the Lease will be valid or binding unless expressed in writing and signed by Landlord and Tenant. This Lease shall continue to be binding on the Landlord's successors, heirs, and assigns.

### 3.4 NOTICES:

All notices and communications shall be served or exchanged at the Landlord's Address and the Tenant's Address respectively. A notice shall be deemed served or received when sent by courier, hand delivered, or sent by email at the Tenant's Address or the Landlord's Address.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

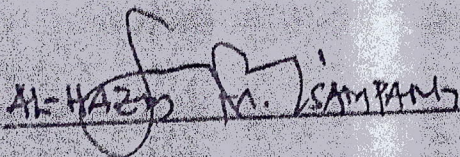
  
Signature:

Name: ROLANDO M. ELEAZAR and MERRY FRANCE E. CALO  
Title: Landlord/Owner

  
Signature

Name: Anthony Daou  
Title: Tenant

Signed in the presence of:

  
Al-HAZBI M. SAMPANG

ACKNOWLEDGMENT