

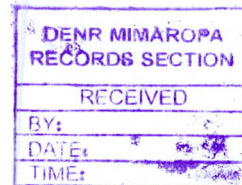


Republic of the Philippines  
Department of Environment and Natural Resources  
**Provincial Environment and Natural Resources Office**  
**MIMAROPA Region**

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



May 15, 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 : REQUEST FOR ISSUANCE OF PROTECTED AREA ZONING  
AND EASEMENT CERTIFICATE**

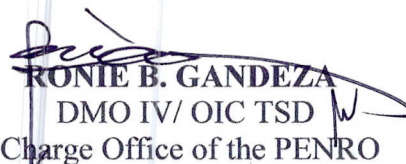
Forwarded is the memorandum dated May 8, 2023 from CENRO Taytay recommending the issuance of Protected Area Zoning and Easement Certificate to the following:

1. Ms. Lotis Dela Cruz
2. Princesa Inc. represented by Mr. Ronald R. Ladrangan
3. Los Abades Philippines Holding Corp. represented by Ms. Ma. Aielen E. Lim
4. Ms. Ruffa A. David
5. Ms. Menchie C. Tablazon
6. Significo Vista Ventures Inc. represented by Ceferino C. Tomas


Please be informed that the subject areas falls within the Multiple Use Zone.

For information, record and further instruction.

“For the PENRO”

  
**RONIE B. GANDEZA**  
DMO IV/ OIC TSD  
In-Charge Office of the PENRO



**DENR-PALAWAN  
PENRO-RECORDS  
RELEASED**  
By   
Date **18 MAY 2023** CN **23-1395**



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 8, 2023

**MEMORANDUM**

BY: [Signature]  
DATE: 5-17-2023 CN 23.4367

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

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

**SUBJECT :** **REQUEST FOR ISSUANCE OF PROTECTED AREA ZONING  
AND EASEMENT CERTIFICATE**

Respectfully forwarded is the Memorandum dated May 2, 2023 of Protected Area Superintendent (PASu) Mildred A. Suza of El Nido Managed Resource Protected Area (ENMRPA), El Nido, Palawan recommending issuance of PA Zoning and easement clearance certification to the following, in accordance with DAO 2022-10;

1. Ms. Lotis Dela Cruz
2. Princessisa, Inc. represented by Mr. Ronald R. Ladrangan
3. Los Abades Philippines Holding Corp. represented by Ms. Ma. Aielen E. Lim
4. Ms. Ruffa A. David
5. Ms. Menchie C. Tablazon
6. Significo Vista Ventures, Inc. represented by Ceferino C. Tomas

Please see other details in the report.

For information, record and further instruction.

For and in the absence of the CENRO:

**DENR CENRO  
TAYTAY, PALAWAN  
RELEASED**  
BY: [Signature]  
DATE: MAY 09 2023 CN 1780

MAY 08 2023  
**MARIANO P. LILANG, JR.**  
Development Management Officer IV  
Per DAO-2022-09, page 3

Cc: PAMO-ENMRPA





Republic of the Philippines  
Department of Environment and Natural Resources  
**MIMAROPA Region**  
Community Environment and Natural Resources Office  
**EL NIDO MANAGED RESOURCE PROTECTED AREA**  
Calle Real, Bgy. Masagana, El Nido, Palawan 5313  
Telephone No. 048-716-0674  
Email: [entmrpa@gmail.com](mailto:entmrpa@gmail.com)

MAY 02 2023

**MEMORANDUM**

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

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

**SUBJECT :** **REQUEST FOR ISSUANCE OF PROTECTED AREA ZONING AND EASEMENT CERTIFICATE**

This is in compliance to DENR Administrative Order No. 2022-10 dated May 30, 2022 with subject "Revised DENR Manual of Authorities on Technical Matters", particularly page 39 No.10 Issuance of Certification on area Status whether within or outside Protected Area/ National Park where the approving, issuing authoring is the Regional Executive Director, with footnote that if area status determines that it is within a Protected Area/ National Park, it shall further state whether the area is Multiple Use Zone, Buffer Zone or Strict Protected Zone.

This office hereby forward the requests of interested individual/corporation submitted in this office. Fieldworks have been conducted by ENMRPA-PAMO staff and recommendation for issuance of Certification that the area is within ENMRPA and Protected Area zoning are noted on their report. Easement Certification is also requested by the proponents.



Below is the list of projects/proponents requesting for Certification that their area is within ENMRPA, PA zoning, and Easement certification.

No.	Name	Project Name	Area (sq.m)	Lot No./TCT No.	Location	Result of Inspection
1	Ms. Lotis Dela Cruz  Request: -Easement Certification -PA Zoning		187	Lot Nos. 345 and 478 Cad 1037-D covered by TCT No. 065- 2021000832 in the name of heirs of iro Dela Cruz	Barangay Maligaya, El Nido, Palawan	Falls within Multiple Use Zone of the Indicative Terrestrial Management Zone of PAMP of ENMRPA  The area is compliant only in 3-meter easement from the highest tide
Recommendation based on the report:		For issuance of PA zoning and defer the easement certification				
2	Princessisa, Inc. represented by Mr. Ronald R. Ladrangan, Permit Liaison  Request: PA Zoning	Prince Hypermart El Nido	2,361	Portion of TCT No. T- 19086 and TCT No. T- 19085 in the name of Flora Uy-Lim	Along the Municipal Road, Rizal Street, Bgy. Maligaya, El Nido, Palawan	Falls within Multiple Use Zone of the Indicative Terrestrial Management Zone of PAMP of ENMRPA  With Contract of Lease
Recommendation based on the report:		For issuance of PA Zoning				

3	Los Abades Philippines Holding Corp. represented by Ms. Ma. Aielen E. Lim  Request: -Easement Clearance	Proposed Atalaya Resort	14,884	Portion of TCT No. 065-2019001057 and TCT No. 065-2019001196 under the name of Mylene C. Davis	Barangay Pasadeña, El Nido, Palawan	Falls within Multiple Use Zone of the Indicative Terrestrial Management Zone of PAMP of ENMRPA  With contract to sell with NOV issued by CENRO, dated March 7, 2023 and CDO issued by PENRO dated April 13, 2023
Recommendation based on the report:		For issuance of PA zoning and easement certification				
4	Ms. Ruffa A. David  Request: -Easement Certification	El Nido Glamping	10,230	TCT No. 065-2014000804 under the name of Mr. Augusto M. Perez	Sitio Calitang, Bgy. Bucana, El Nido, Palawan	Falls within Multiple Use Zone of the Indicative Terrestrial Management Zone of PAMP of ENMRPA  The area is compliant only in 20-meter easement from the highest tide  With contract to lease to Ming Shun Hsu and Sublease from Mr. Hsu to Ms. David
Recommendation based on the report:		For issuance of easement certification				
5	Menchie C. Tablazon  Request: -Inspection for PAMB Endorsement	New Town Gasoline Station	900	Portion of Lot No. 1439-PLS 31 covered with OCT No. P-4451 in the name of Mr. Arsenio Caabay	Barangay Bagong Bayan, El Nido, Palawan	Falls within Multiple Use Zone of the Indicative Terrestrial Management Zone of PAMP of ENMRPA  With extrajudicial settlement of estate with Special Power of Attorney and with Usufruct
Recommendation based on the report:		For issuance of PA zoning certification				
6	Significo Vista Ventures, Inc. represented by Mr. Ceferino C. Tomas Jr.  Request: -Easement Zoning	Lihim Caalan Resort	74,195	Lot B, PSD-04-186355 covered with TCT No. 065-2015000153	Sitio Caalan, Bgy. Masagana, El Nido, Palawan	Falls within Multiple Use Zone of the Indicative Terrestrial Management Zone of PAMP of ENMRPA  Portion of the area is within the 40-meter easement
Recommendation based on the report:						

Attached are maps and reports for review and reference.

For information and consideration.

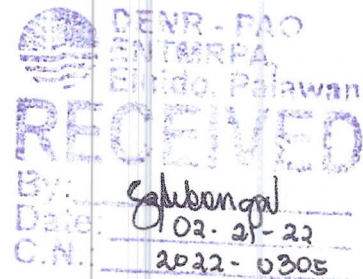

**DENR - PAO**  
**ENTMRPA**  
**El Nido, Palawan**  
**RELEASED**  
 By:   
 Date: 05-02-23  
 C.N.: 0426

  
**MILDRED A. SUZA**



February 21, 2022

Mildred A. Suza  
PASU-ENTMPRA  
El Nido, Palawan



Madam,

Good Day!

I, Lotis Dela Cruz, residing in Brgy. Maligaya, El Nido, hereby would like to humbly request from your good office a copy of the **Easement certification and the PA (Protected Area) Zone clearance of Lots 345 and 478 Cad 1037-D**, containing the area of **One Hundred Twenty-five (125) and Eighty-nine (89) square meters** located in Barangay Masagana.

Your immediate action is highly appreciated. Thank you so much!

Respectfully Yours,

A handwritten signature in black ink, appearing to read 'Lotis Dela Cruz'.

Mrs. Lotis Dela Cruz

09153477980



91591E9200202

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

Registry of Deeds for Province of Palawan

**Transfer Certificate of Title**

OWNER'S DUPLICATE - OWNER'S DUPLICATE - OWNER'S DUPLICATE - OWNER'S DUPLICATE - OWNER'S DUPLICATE

**No. 065-2021000832**

IT IS HEREBY CERTIFIED that certain land situated in BARANGAY OF  
MASAGANA, MUNICIPALITY OF EL NIDO, PROVINCE OF PALAWAN, ISLAND OF  
PALAWAN, bounded and described as follows:

LOT NO: 1-C-1, PLAN NO: PSD-04-133026

PORT ON OF: LOT 17-0, PSD-046312-069209

LOCATION: BARANGAY OF MASAGANA, MUNICIPALITY OF EL  
NIDO, PROVINCE OF PALAWAN, ISLAND OF PALAWAN (Continued on next page)

is registered in accordance with the provision of the Property  
Registration Decree in the name of

Owner: HEIRS OF RAMIRO DELA CRUZ, NAME: LETICIA A. DELA CRUZ,  
FILIPINO, OF LEGAL AGE, WIDOW

Address: EL NIDO, PALAWAN MIMAROPA

(Continued on next page)

as owner thereof in fee simple, subject to such of the encumbrances  
mentioned in Section 44 of said Decree as may be subsisting.

IT IS FURTHER CERTIFIED that said land was originally registered as  
follows:

Case No.:

Record No.: 93

Orig. Reg. Date: 4/19/1924

Decree No.: 137763

Original RD: PROVINCE OF PALAWAN

OCT No.: OCT-393

Volume No.: 363

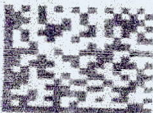
Page No.: -

Original Owner: LOUIS DE CASTRO & PATRICIO DE CASTRO

This certificate is a transfer from TRANSFER CERTIFICATE OF TITLE  
T-11092 (TITANIC CANCELLED) by virtue hereof in so far as the  
above described land is concerned.

Entered at Province of Palawan, Philippines on  
the 14th day of JULY 2021 at 02:57pm.

ATTY. ERICAR C. MISA-TAN  
Register of Deeds II - Palawan Province





TCT No.: 065-2021000832

Page No.: 2

OWNER INFORMATION (Continued from page 1)

Owner: ZORAIDA C. RANIT, FILIPINO, OF LEGAL AGE, WIDOW

Address: EL NIDO, PALAWAN MIMAROPA

Owner: ZAYDA C. ONA, FILIPINO, OF LEGAL AGE, WIDOW

Address: EL NIDO, PALAWAN MIMAROPA

Owner: YOLANDA A. DELA CRUZ, FILIPINO, OF LEGAL AGE, SINGLE

Address: EL NIDO, PALAWAN MIMAROPA

Owner: GEMA A. DELA CRUZ, FILIPINO, OF LEGAL AGE, SINGLE

Address: EL NIDO, PALAWAN MIMAROPA

Owner: SHELLA A. DELA CRUZ, FILIPINO, OF LEGAL AGE, SINGLE

Address: EL NIDO, PALAWAN MIMAROPA

Owner: SHELLE A. DELA CRUZ, FILIPINO, OF LEGAL AGE, MARRIED TO

GINA REY DELA CRUZ

Address: EL NIDO, PALAWAN MIMAROPA

Owner: LOTIS C. BUHIAN, FILIPINO, OF LEGAL AGE, MARRIED TO

MICHAEL BUHIAN, AND

Address: EL NIDO, PALAWAN MIMAROPA

Owner: FARIDA C. TEVES, FILIPINO, OF LEGAL AGE, MARRIED TO

EDWARD TEVES, AS CO-OWNERS

Address: LIBIS, QUEZON CITY, METRO MANILA NATIONAL CAPITAL REGION

TECHNICAL DESCRIPTION (Continued from page 1)

BOUNDARIES:

LINE	DIRECTION	ADJOINING LOT(S)
1-2	SW	LOT 17-B, PSD-045312-069209
2-3	NW	SAVAGE ZONE 20.00 M. WIDE, -
3-4	NE	LOT 17-C-2, PSD-04-133028
4-1	SE	CALLE HAMMA, -

TIE POINT: BLIM NO. 1, MUN. OF BACUIT CADASTRE:

LINE	BEARING	DISTANCE
TO CORNER 1	S. 76° 54' E	688.12 M.
1-2	N. 26° 17' W	16.31 M.
2-3	N. 67° 20' E	11.75 M.
3-4	S. 23° 05' E	14.94 M.
4-1	S. 60° 43' W	12.21 M.

AREA: ONE HUNDRED EIGHTY SEVEN (187) SQUARE METERS, MORE OR LESS

DESCRIPTION OF CORNERS: ALL POINTS REFERRED TO ARE INDICATED ON  
THE PLAN AND ARE MARKED ON THE GROUND BY P.S. CYL. CONG.  
MONS. 15X40 CMS.

BEARINGS: TRUE

DECLINATION:

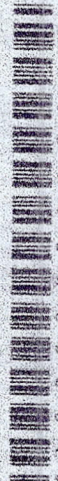
DATE OF ORIGINAL SURVEY: MAY 18-23, 1918

DATE OF SUBD/CONS SURVEY: MAY 24, 2000

DATE APPROVED: FEBRUARY 21, 2001

GEODETIC ENGINEER: EMMANUEL N. ORTILE

NOTES:





TCT No.: 063-2021000932

Page No.: 3

91591E8200202

MEMORANDUM OF ENCUMBRANCES

Entry No.: 2021001557

Date: July 16, 2021 02:57:36PM

LIABILITIES UNDER SECTION 4 RULE 74 : TO CREDITORS, HEIRS, AND  
OTHER PERSONS UNLAWFULLY DEPRIVED OF PARTICIPATION IN THE ESTATE  
OF THE DECEASED NAPOLEON ORDONEZ AND PACITA DELA CRUZ ORDONEZ AS  
EXTRAJUDICIALLY SETTLED FOR A PERIOD OF TWO (2) YEARS PURSUANT TO  
SECTION 4 RULE 74 OF THE RULES OF COURT. DATE OF INSTRUMENT:  
DECEMBER 14, 2016.

ATTY. MARICAR C. MISA-TAN  
Register of Deeds II - Palawan Province





TC TR

## TAX DECLARATION OF REAL PROPERTY

T.D No. 18-13-011-0883

Property Identification No.: 066-13-011-06-004

Owner: HEIRS OF RAMIRO DELA CRUZ, NAMELY: LETICIA A. DELA CRUZ, ZORAIDA C. RANIT, ZAYDA C. ONA, YOLANDA A. DELA CRUZ, GEMA A. DELA CRUZ, SHELLA A. DELA CRUZ, SHELLE A. DELA CRUZ, LOTIS C. BUHIAN AND FARIDA C. TEVES

TIN:

Address: EL NIDO, PALAWAN

Telephone No.:

Administrator/Beneficial User

TIN:

Address:

Telephone No.:

Location of Property: HAMA STREET  
(Number and Street)

MASAGANA  
(Barangay/District)

EL NIDO, PALAWAN  
(Municipality & Province)

OCT/TCT/CLOA No. TCT NO. 065-2021000832

Survey No. PSD-04-133028

CCT

Lot No. 17-C-1

Date: 07-16-2021

Block No.

Boundaries: North: ALN 016  
East: ALN 003

South: HAMA STREET

West: ALN 005

## 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	Taxability
COMMERCIAL (C-2)	187.00 sq.m	1,200 Php	224,400.00	COMMERCIAL	20 % Php	44,880.00	TAXABLE

Total 187.00 sq.m Php 224,400.00  
Total Assessed Value FORTY-FOUR THOUSAND EIGHT HUNDRED EIGHTY PESOS

Php 44,880.00

Taxable ☒ Exempt ☐

Effectivity of Assessment/Reassessment: 2022  
YEAR

Approved by:

EUVICA M. COLBE, REA

PROVINCIAL ASSESSOR

10/06/2021

Date

This declaration cancels TD No. 18-13-011-0562 Previous AV. Php. 44,880.00 Previous PIN: 066-13-011-06-004

Previous Owner: SPS. NAPOLEON ORDONEZ &amp; PACITA DELA CRUZ

Previous Area: 187 sq.m

## Memoranda:

TRANSFERRED PER TCT NO. 065-2021000832 ISSUED ON JULY 16, 2021. TAXES PAID UP TO 2021 PER ATTACHED TAX CLEARANCE CERTIFICATE. SWORN STATEMENT FILLED TRANSFER TAX P1,250.00, O.R. NO. 6176797, ISSUED ON 07/07/2021 AT PROCTY. LATE FILING OF SS P1,250.00, O.R. NO. 0843152, ISSUED ON 10/08/2021 AT PROCTY. CAR NO. C-2021-035-076970-M, AMOUNT P1,087,291.54, ISSUED ON 06/28/2021 AT PTO-PUERTO PRINCESA, PALAWAN

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. 7514 2018 dated March 26, 2018. It does not and cannot by itself alone confer any ownership or legal title to the property

SWORN STATEMENT No.: 066-13-1262  
SWORN STATEMENT Date: 09-29-2021





## CERTIFICATION


TO WHOM IT MAY CONCERN:

FEB 02 2022

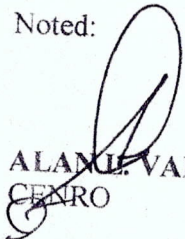
0337

**THIS IS TO CERTIFY** that as per records of this Office, **Lots 345 and 478, Cad 1037-D**, El Nido Cadastre situated in Barangay Masagana, El Nido, Palawan, containing an area of **One Hundred Twenty-five (125) and Eighty-nine (89)** square meters respectively were both surveyed for **Teofilo Colendres**. It appears further that this is portion of Lot 17, Plan (B.L.) II-10956.

Issued this 27<sup>th</sup> day of January, 2022 upon request of **Lotis A. Dela Cruz** dated January 24, 2022.

  
**ELVIR G. BASE**  
Administrative Officer I  
(Records)

Noted:

  
**ALANIE VALLE**  
CENTRO

**Note:** This certification is invalid when it is not marked officially released and when not paid of corresponding fee/s.

Certification Fee Paid (P 60.00)  
O.R. No. 1412336  
Date FEB 02 2022

by the National Highway, Poblacion, Taytay, Palawan 5312  
email add: [cenrotaytay@denr.gov.ph](mailto:cenrotaytay@denr.gov.ph)  
Contact No. 0912-171-3889 (TNT)/0926-505-9335 (TM)





Republic of the Philippines  
Department of Environment and Natural Resources  
**Region IV- MIMAROPA**  
**COMMUNITY ENVIRONMENT AND NATURAL RESOURCES OFFICE**  
5312 Taytay, Palawan

PAM-ENTMRPA

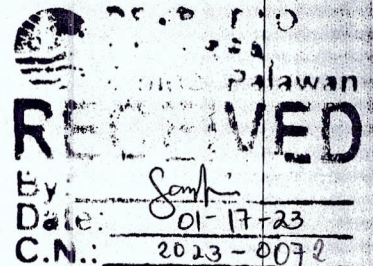
January 9, 2023

MEMORANDUM

TO : The Protected Area Superintendent  
El Nido-Taytay Managed Resource Protected Area  
El Nido, Palawan

FROM : The Community Environment and  
Natural Resources Officer

SUBJECT : **REPORT ON THE LETTER REQUEST OF MS. LOTIS DELA CRUZ**



This pertains to your memorandum dated November 21, 2023, pertaining to Mrs. Lotis Dela Cruz's letter requesting the issuance of the Easement Certification and the Protected Area Zoning clearance for Lots 345 and 478, Cad 1037-D located in Barangay Masagana, El Nido, Palawan.

In view hereof, you are hereby instructed to issue a PA zoning certificate on the subject areas and inform the proponent regarding the result of the inspection and action taken thereto.

For compliance.

CONRADO M. CORPUZ

GENR GENRO  
TAYTAY, PALAWAN  
**RELEASED**

JAN 10 2023

by the National Highway, Poblacion, Taytay, Palawan 5312  
email ad: [entmrpa@denr.gov.ph](mailto:entmrpa@denr.gov.ph)

mailed to ENTMRPA 01-10-23





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: denrpao\_elnidopal@yahoo.com / entmrpa@gmail.com

November 21, 2022

**MEMORANDUM**

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

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

**SUBJECT :** **REPORT ON THE LETTER REQUEST OF MS. LOTIS DELA CRUZ**

DENR - PAO  
ENTMRPA  
El Nido, Palawan  
DATE: 12.01.22  
7016

Respectfully forwarded is the report from ENTMRPA PAMO staff dated October 28, 2022 regarding the above subject relative to the request of Ms. Lotis Dela Cruz.

In the report, the area was found to be within the jurisdiction of El Nido-Taytay Managed Resource Protected Area (ENTMRPA) and compliant on the 3-meter easement but within 40-meter easement from highest tide and falls within the Multiple Use Zone (MUZ) of the indicative terrestrial management plan of ENTMRPA. Also, temporary structures alongside the municipal road were observed.

The team recommended for the issuance of PA zoning, however, the requested easement certification will be forwarded to the Regional Office for their information and further instruction. This office will inform the proponent regarding the result of inspection and the action taken by this office with regard to her request.

For information and record.

DENR - PAO  
ENTMRPA,  
El Nido, Palawan  
**RELEASED**  
By: Amation  
Date: 11-29-22  
C.N.: 1118

*Mildred A. Suza*  
**MILDRED A. SUZA**  
9





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: denrpao\_elnidopa@yahoo.com / entmrpa@gmail.com

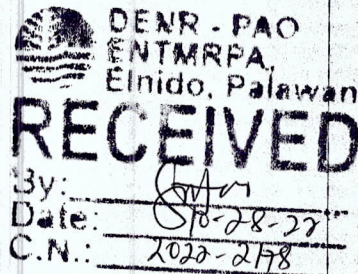
October 28, 2022

**MEMORANDUM**

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

**FROM :** ENTMRPA PAMO Staff  
El Nido-Taytay Managed Resource Protected Area

**SUBJECT :** **REPORT ON THE LETTER REQUEST OF MS. LOTIS DELA CRUZ**



This pertains to the letter of Ms. Lotis Dela Cruz requesting for easement certification and PA zoning of Lots 345 and 478 Cad 1037-D covered by TCT No. 065-2021000832 with a total area of one hundred eighty seven (187) sq.m located in Bgy. Masagana, El Nido, Palawan.

As a result of actual inspection conducted by the undersigned on April 29, 2022 it was found out that the area is within the jurisdiction of El Nido-Taytay Managed Resource Protected Area (ENTMRPA). Further, the property is compliance on the 3-meter easement but within 40-meter easement from highest tide and falls within the Multiple Use Zone (MUZ) of the indicative terrestrial management plan of ENTMRPA. Also, sighted of temporary structures along the municipal road was observed.

The team recommends for the issuance of PA zoning, defer the easement certification and inform the proponent regarding the result of inspection.

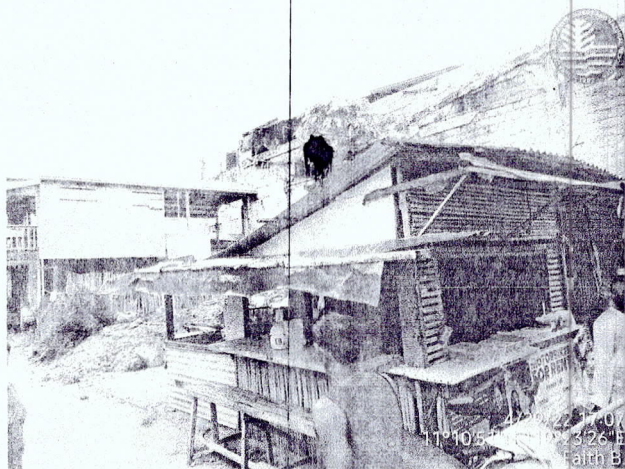
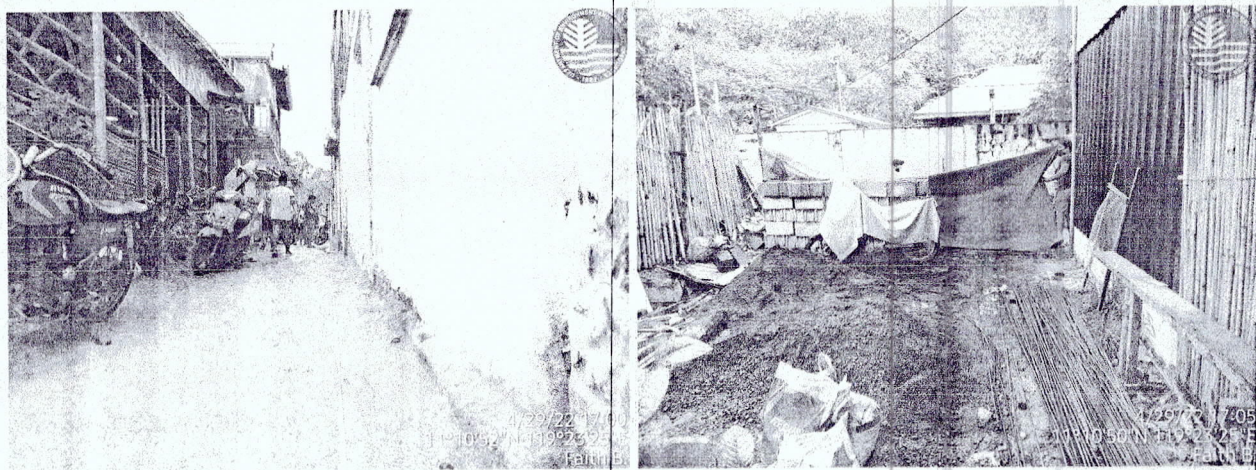
For information and consideration.

  
**STEVEN JOHN B. ANDAO**  
Park Ranger

  
**FAITH D. BANGALISAN**  
Bookkeeper II



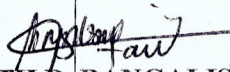
PHOTO DOCUMENTATIONS



Temporary structures sighted along the municipal road

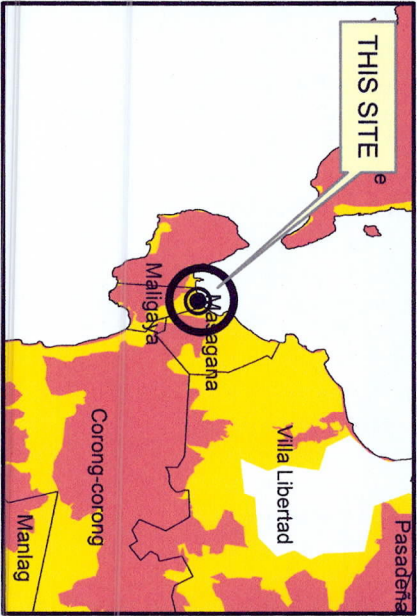
CERTIFICATION

I hereby certify that the above photos are true and correct and taken during the inspection at Bgy. Masagana, El Nido, Palawan on April 29, 2022.

  
FAITH D. BANGALISAN  
Bookkeeper II



TECHNICAL DESCRIPTION						
THE POINT GEOGRAPHIC COORDINATE	LONGITUDE			LATITUDE		
	DEGREES	MINUTES	SECONDS	DEGREES	MINUTES	SECONDS
	119	23	25.4	11	10	50.689
CORNER	DISTANCE	B E A R I N G				
		Direction r/s	DEGREES	MINUTES	SECONDS	Direction e/w
TIE LINE						
1-2	13.43	N	71	2	0.29	E
2-3	12.78	N	23	20	28.98	W
3-4	12.82	S	69	48	30.92	W
4-1	12.47	S	20	38	15.17	E



**S K E T C H   M A P**  
**SHOWING THE AREA OF**  
**MS. LOTIS DELA CRUZ**

**Located at** Barangay Malingaya, El Nido,  
Palawan

SCALE : 1:625



**LEGEND**

Corner

Area

Easement Zone

Road Network

Shoreline

**PA Zones**

Multiple Use Zone

Strict Protection Zone

Projection : Universal Transverse Mercator Z50N  
Datum : World Geodetic System 1984

Republic of the Philippines  
Department of Environment and Natural Resources  
Region IV - MIMAROPA  
Community Environment and Natural Resources Office  
Taytay 5312, Palawan

**C E R T I F I C A T I O N**

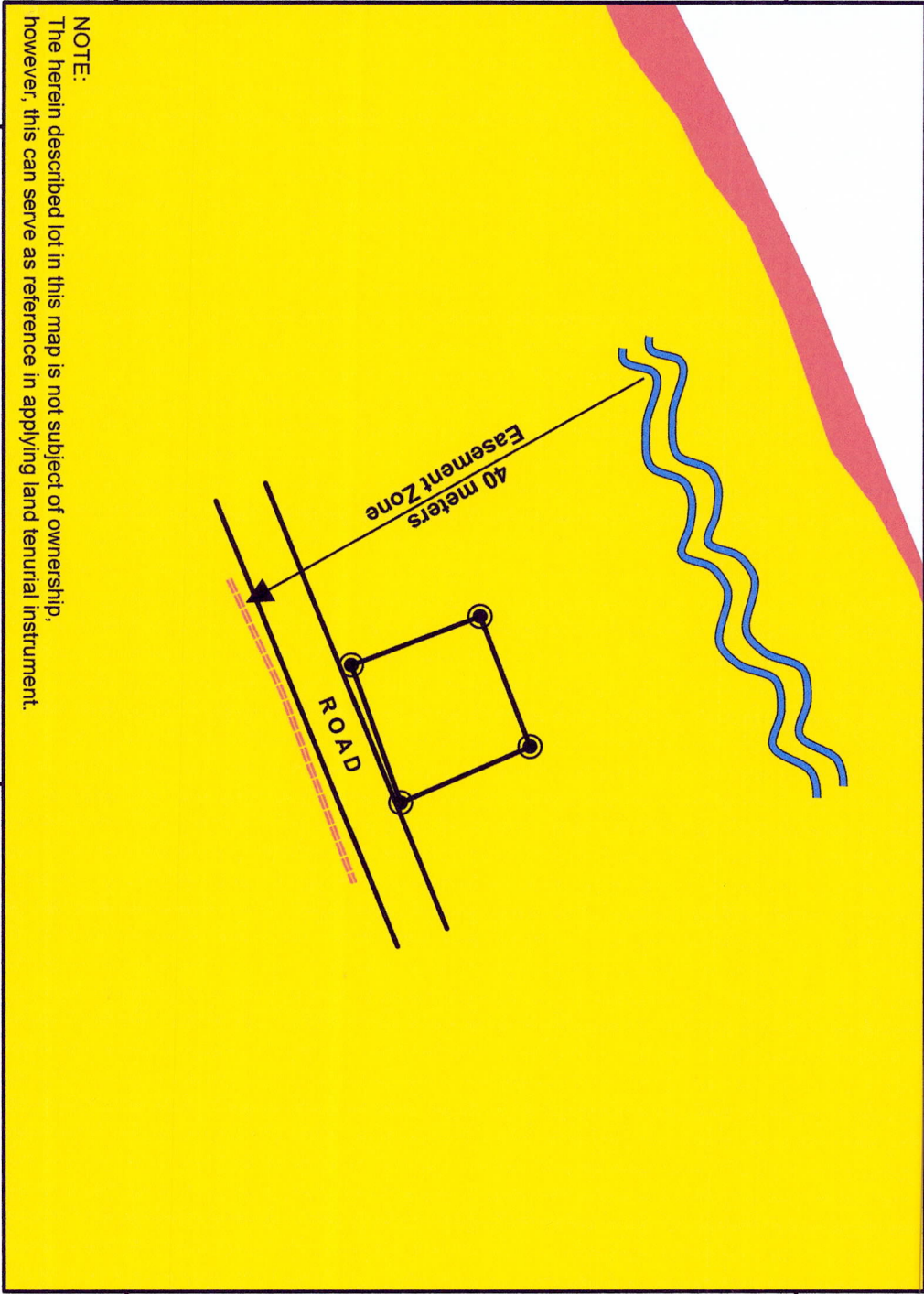
**THIS IS TO CERTIFY** that the area falls within  
the **Multiple Use Zone (MUZ)** based on the  
**Protected Area Management Zoning of**  
**El Nido-Taytay Managed Resource Protected**  
**Area (ENTMRPA), El Nido, Palawan.**

**Further, the said area is within the 40 meters**  
**Easement Zone.**

PREPARED BY :

THE PROTECTED AREA MANAGEMENT OFFICE - EL  
NIDO-TAYTAY MANAGED RESOURCE PROTECTED  
AREA (PAMO-ENTMRPA)

**NOTE:**  
The herein described lot in this map is not subject of ownership,  
however, this can serve as reference in applying land tenurial instrument.





Date : August 1, 2022

TO : MILDRED A. SUZA  
Protected Area Superintendent ( PASu)  
ENTRMRPA, EL Nido, Palawan

FR : RONALD R. LADRINGAN  
Permit liaison  
Princessisa, Inc.,

Re : Request for PA Zoning Certificate & Map

Ma'am:

Greetings!

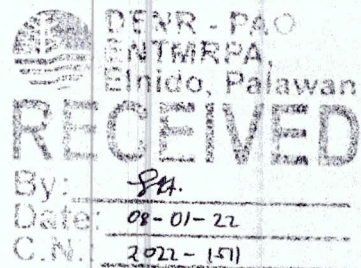
I would like to request from your good office for a PA Zoning Certificate and Map for the construction of Prince Hypermart El Nido located in Brgy. Maligaya, El Nido, Palawan.

Hoping for your consideration of this request will be promptly granted.

Respectfully yours,

  
Ronald R. Ladrangan

0995-4025162







September 14, 2022

MEMORANDUM

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

FROM : The Protected Area Superintendent  
El Nido-Taytay Manage Resource Protected Area

SUBJECT : **INSPECTION ON THE REQUEST FOR PROTECTED AREA ZONING AND MAP FOR THE CONSTRUCTION OF PRINCE HYPERMART EL NIDO LOCATED AT BARANGAY MALIGAYA, EL NIDO, PALAWAN**

Respectfully forwarded is the memorandum dated September 21, 2022 from Park Maintenance Foreman Jenuel P. Casel pertaining to the above subject with attachments.

Based on the report, the Prince Hypermart is within the jurisdiction of El Nido-Taytay Managed Resource Protected Area and falls within Multiple Use Zone (MUZ) and currently under construction and will be operating soon without Protected Area Management Board (PAMB) endorsement, thus, violating the provision of Section 20 paragraph O of Expanded National Integrated Protected Areas System (ENIPAS) act of 2018.

A Cease and Desist Order (CDO) dated September 12, 2022 signed by the CENR Officer was already issued to the said establishment. The proponent was advised to adhere with the issued CDO and secure pertinent documents such as Environment Compliance Certificate (ECC) from the Environmental Management Bureau (EMB) as well as the PAMB endorsement before the lifting of the issued CDO.

For information and further instruction.

DENR - MRO  
ENTMRPA  
Palawan  
by *Liacion*  
Date: *10-06-22*  
C.N. *0995*

*MILDRED A. SUZA*



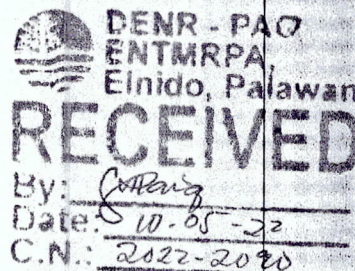
September 21, 2022

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 : **INSPECTION ON THE REQUEST FOR PROTECTED AREA ZONING  
AND MAP FOR THE CONSTRUCTION OF PRINCE HYPERMART EL  
NIDO LOCATED AT BARANGAY MALIGAYA, EL NIDO, PALAWAN**



This pertains to the letter request dated August 1, 2022 of Mr. Ronald R. Ladrangan, representative of Princessisa Inc. requesting the issuance of PA zoning and map of the proposed Hypermart located at Barangay Maligaya, El Nido, Palawan. As per inspection conducted the area is located within the Multiple Use Zone (MUZ) of the indicative terrestrial management zone of the approved Protected Area Management Plan (PAMP) containing an area of Two Thousand Three Hundred Sixty-One (2,361) square meter more or less. The area was accumulated on the actual footprint of the said establishment. Further, the lot was covered by TCT No. T-19086 and TCT No. T-19085 with an area of 3,650 square meter.

Further, the said construction is on-going and the establishment is opening soon, relatively it has no permit. Moreover, it is a violation under paragraph "o", section 20 of Expanded NIPAS Act of 2018 clearly state that "*Constructing, erecting, or maintaining any kind of structure, fence or enclosures, 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 it is inconsistent with the management plan duly approved by the PAMB*".

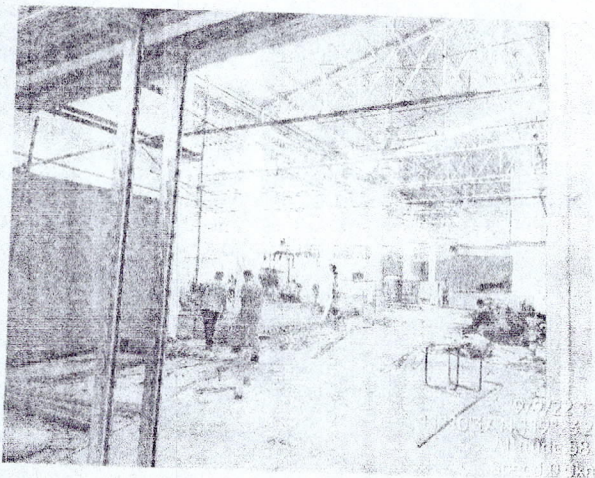
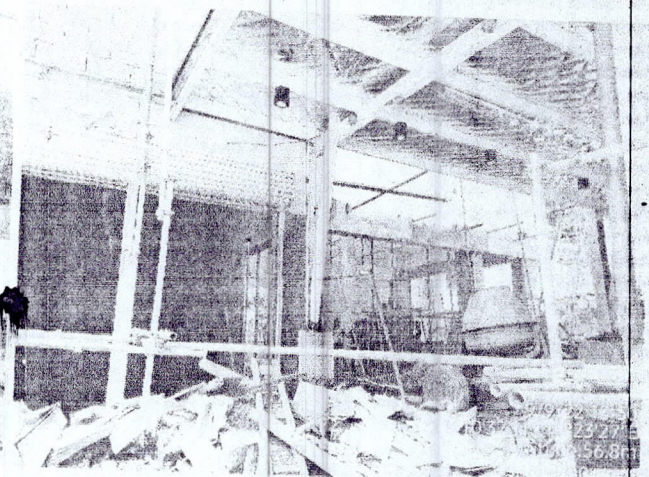
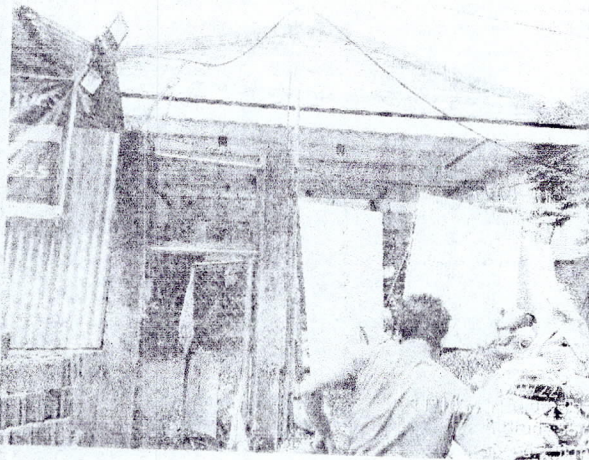
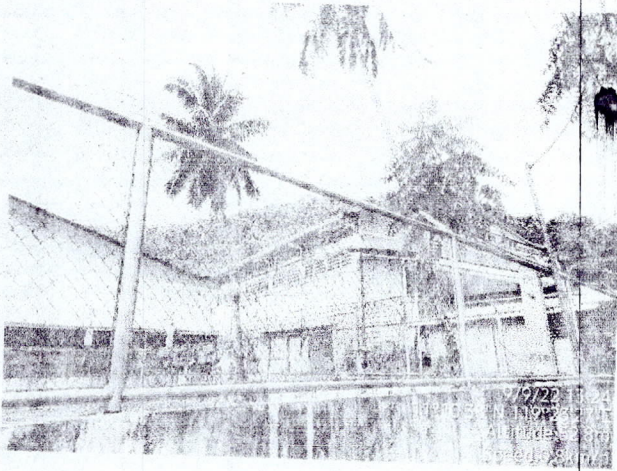
Recommending further for the monitoring of the issued CDO and shall be lifted upon the compliance of pertinent clearances (ECC, PAMB). The applied PA Zoning shall be issued as part of requirements in securing business documents.

For information and record.

JENUËL P. CASEL



## PHOTO DOCUMENTATIONS



## CERTIFICATION

I hereby certify that the above photos are true and correct and taken during the inspection of Prince Hypermart at Bgy. Maligaya, El Nido, Palawan on September 9, 2022.

*Faith D. Bangalisan*  
**FAITH D. BANGALISAN**  
 Bookkeeper II



## AMENDMENT TO THE CONTRACT OF LEASE

KNOW ALL PEOPLE BY THESE PRESENTS:

This Amendment to the Contract of Lease is entered into this \_\_\_\_\_ by and between the following parties:

**SWIFTLAND REALTY CORP.**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 319 Santolan Road, Quezon City, Manila, herein represented by its President RICHARD U. LIM, hereinafter referred to as the "LESSOR".

and

**PRINCESSISA, INC.**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, and having its principal place of business at 3<sup>rd</sup> Avenue, North Reclamation Area, Cebu City, Philippines, and represented by its Chief Executive Officer, ROBERT L. GO, and hereinafter referred to as the "LESSEE";

### WITNESSETH:

**WHEREAS**, the Contract of Lease between the LESSOR and the LESSEE, notarized on December 28, 2017, states that LESSOR is the registered owner of three parcels of land located at (1) Poblacion, El Nido, Palawan, more particularly described in TCT No. T-19086 covering a net area of two thousand forty (2,040) square meters, (2) Brgy. Maligaya, El Nido, Palawan, more particularly described in TCT No. E-20108, covering an area of five thousand nine hundred fifty-five (5,955) and (3) TCT No. T-19085, portion of the area, net area of one thousand six hundred ten (1,610) square meters, respectively, all with a total area of nine thousand six hundred five (9,605) square meters and hereinafter referred to as the "Leased Premises" xxxx.

**WHEREAS**, both parties have agreed to amend, alter and modify the size of the area of the Leased Premises from the initial total area of nine thousand six hundred five (9,605) square meters to three thousand six hundred fifty (3,650) square meters due to TCT No. E-20108 covering an area of five thousand nine hundred fifty-five (5,955) part of the property is a no built zone area.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the abovenamed parties enter into this Amendment to the Contract of Lease and amend, alter and modify the provision of the Contract of Lease:

**Section 1. Amendment** - The Contract of Lease, notarized on December 28, 2017, is hereby amended, altered, and modified to read as follows:

" The Contract of Lease between the LESSOR and the LESSEE, notarized on December 28, 2017, states that LESSOR is the registered owner of two (2) parcels of land located at (1) Poblacion, El Nido, Palawan, more particularly described in TCT No. T-19086 covering a net area of two thousand forty (2,040) square meters, (2) TCT No. T-19085, portion of the area, net area of one thousand six hundred ten (1,610) square meters, respectively, all with a total area of three thousand six hundred fifty (3,650) square meters and hereinafter referred to as the "Leased Premises"."

**Section 2. Applicability and Separability Clause.** - This Amendment to the Engagement Contract merely amends the specific provision mentioned in Section 1 herein and does not abrogate the entirety of the Engagement Contract previously entered by both parties. Any provision under the previous contract that is not inconsistent with the present amendment shall remain valid and effective.



IN WITNESS WHEREOF, we have affixed our signatures this MAY 18 2021 in the QUEZON CITY, Philippines.

## LESSOR

RICHARD U. LIM  
President

LESSEE

~~ROBERT L. GO~~  
CEO

(Name & Signature of Witness)

(Name & Signature of Witness)

Republic of the Philippines)  
QUEZON CITY) S.S.

Richard U. Lim Philippine Passport No. P2636080A  
all know to me and to me known to be the same persons who executed the foregoing  
instrument and acknowledge to me that the same is in their own free voluntary act and deed  
and that of the corporation and person represented.

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

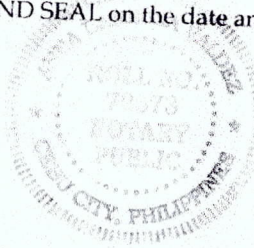
ATTY. MA. LUISA R. VALENZUELA  
Notary Public  
Unit 8 December 31, 2022  
No. 93 (285) NS Amoranto Street, La Loma, QC  
IBP/CA NO. 1230988M2021 11-19-2020  
PTR No. 080-07500 01-CA-2021 GC  
WLEDGMENT 10-012 (2021-2022)  
10-012 (2021-2022)

Republic of the Philippines)  
CEBU CITY ) S.S.

SSS# 06-0648391-1  
Philippine Passport No. P2636080A

This instrument refers to the Amendment to the Contract of Lease executed by the parties.

Doc. No. 180  
Page No. 37  
Book No. 1  
Series of 2021.



mentioned. *aval*







August 25, 2012

Mildred A. Suza  
Protected Area Superintendent  
El Nido-Taytay Managed  
Resource Protected Area

*action*  
08-25-2012  
2012-N74

Dear Ma'am Suza,

Greetings, I would like to request from your good office for a site inspection for the issuance of the Easement Certificate and Protected Area Zoning Certificate for my proposed project ATALAYA RESORT of Los Abades Philippines Holding Corp. located at Sitio Lamoro Barangay Villa Libertad, El Nido, Palawan.  
Attached here with is the copy of Proof of Ownership. Thank You.

Respectfully Yours,  
*AL*  
Ma. Aileen E. Lim  
Representative



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

January 13, 2023

MEMORANDUM

TO : The Protected Area Superintendent  
El Nido-Taytay Managed Resource Protected Area  
El Nido, Palawan

FROM : The Community Environment and Natural Resources Officer  
This jurisdiction

SUBJECT : LETTER REQUEST FOR PA ZONING CERTIFICATION OF MS.  
AIELEN E. LIM, REPRESENTATIVE OF LOS ABADES  
PHILIPPINES HOLDING CORP.

This pertains to your memorandum dated December 28, 2022, pertaining to the letter request of Ms. Aielen E. Abades for the issuance of the Easement clearance certification and the Protected Area Zoning clearance for Lots 1324-A and 1324-B, Cad 1037-D covered by TCT Nos. 065-2019001196 and 065-2019001057 respectively, located in Barangay Pasadeña, El Nido, Palawan. The request for Easement clearance certification will be forwarded to the Office of the Regional Executive Director of MIMAROPA through the Provincial Environment and Natural Resources Office for their appropriate action.

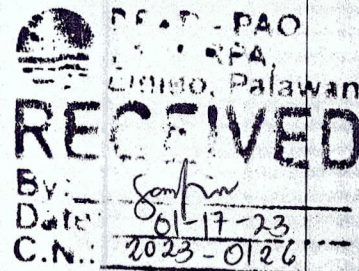
In view hereof, you are hereby instructed to issue a PA zoning certificate on the subject area and inform the proponent regarding the result of the inspection and action taken thereto.

For compliance.

CONRADO M. CORPUZ

DENR CENRO  
TAYTAY, PALAWAN  
RELEASED

BY: JS  
DATE: JAN 13 2023 083





MIMAROPA Region  
COMMUNITY ENVIRONMENT AND NATURAL RESOURCES OFFICE  
By the National Highway, Poblacion, Taytay, Palawan 5312  
Mobile: 0926-505-9385 TM 0912-171-3889 TNT  
Email: cenrotaytay@denr.gov.ph

January 13, 2023

DENR - CENRO  
TAYTAY, PALAWAN

RECEIVED

By: Smf  
Date: 01-17-23  
C.N.: 2023-0123

MEMORANDUM

FOR : Regional Executive Director  
MIMAROPA Region  
1515 DENR By the Bay Building, Roxas, Boulevard,  
Barangay 668, Ermita, Manila

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

FROM : The Community Environment and Natural Resources Officer  
This jurisdiction

SUBJECT : REPORT ON THE LETTER REQUEST FOR EASEMENT  
CLEARANCE CERTIFICATION OF MS. MA. AIELEN E. LIM  
REPRESENTATIVE OF LOS ABADES PHILIPPINES HOLDING  
CORP.

Respectfully forwarded is the memorandum dated December 28, 2023 of Protected Area Superintendent (PASu) Mildred A. Suza relative to the letter request of Ms. Ma. Aielen E. Lim, representative of Los Abades Philippines Holding Corp.

Based on the report, there was an inspection on the subject area covered by TCT Nos. 065-2019001057 and 065-2019001196 with a total area of twenty two thousand seven hundred twenty seven (22,727) square meters located at Barangay Pasadeña, El Nido, Palawan both under the name of Mylene C. Davis with Contract to Sell to Los Abades Philippines Land Corp. The subject area is within El Nido-Taytay Managed Resource Protected Area (ENTMRPA) and based on the result on the GIS generated map by the PAMO-ENTMRPA (map attached) the area is found to be outside of the easement zone.

In this regard, we are hereby endorsing the request for easement CLEARANCE certification for review and appropriate action.

For information and further instruction.

CONRADO M. CORPUZ

Cc: PAMO-ENTMRPA

DENR CENRO  
TAYTAY, PALAWAN  
RELEASED

JAN 13 2023 089



**COMMUNITY ENVIRONMENT AND NATURAL RESOURCES OFFICE**  
Taytay, Palawan

**DOCUMENT ACTION INFORMATION FORM**

Doc. Ref. No.: 2023-0082

Date and Time received:

01/06/2023 11:47:02 AM

From: Mildred A. Suza

Document Type: Memorandums

PENRO-Bgy. Sta. Monica, PPCity

Subject: Memo/RE: Report on the letter request of Ms. Ma. Ailen E. Lim representative of Los Abades Philippines Holding Corp. CN 22-1178

Attachment(s): No attachment(s)

Earmarked As:

Date: 1/6/23	From: <i>AS</i>	To: <i>CRS</i>
<b>Action Recommended/Required:</b> <input checked="" type="checkbox"/> For Action <input type="checkbox"/> For Approval <input type="checkbox"/> For Disbursement/Payment <input type="checkbox"/> For Information, Record and File <input checked="" type="checkbox"/> For Indorsement to concerned Party(ies)		<b>Processing Time:</b> <input checked="" type="checkbox"/> Urgent (w/in the day) <input type="checkbox"/> Priority (w/in 3 days) <input type="checkbox"/> Complex w/in 7 days w/in 20 days or shorter W/in ____ days or shorter
<input type="checkbox"/> For Official Release <input type="checkbox"/> For Review/Recommendation <input type="checkbox"/> For Signature <input type="checkbox"/> Return to Payee/Sender <input type="checkbox"/> Others		<b>Remarks:</b> - For issuance of PA - For inspection/validity by the Easement Team prior to endorsement. <b>Signature:</b> <i>[Signature]</i>
Date: 11-16-23	From: <i>CRS</i>	To: <i>EDWARD Arna</i>
<b>Action Recommended/Required:</b> <input type="checkbox"/> For Action <input type="checkbox"/> For Approval <input type="checkbox"/> For Disbursement/Payment <input type="checkbox"/> For Information, Record and File <input type="checkbox"/> For Indorsement to concerned Party(ies)		<b>Processing Time:</b> <input type="checkbox"/> Urgent (w/in the day) <input type="checkbox"/> Priority (w/in 3 days) <input type="checkbox"/> Complex w/in 7 days w/in 20 days or shorter W/in ____ days or shorter
<input type="checkbox"/> For Official Release <input type="checkbox"/> For Review/Recommendation <input type="checkbox"/> For Signature <input type="checkbox"/> Return to Payee/Sender <input type="checkbox"/> Others		<b>Remarks:</b> Kindly prepare memo to ASAD-EDWARD for issuance of PA covering of Ma. Lim. - Memo to Easement Team Eng. Indorsement. <b>Signature:</b> <i>[Signature]</i>
Date:	From:	To:
<b>Action Recommended/Required:</b> <input type="checkbox"/> For Action <input type="checkbox"/> For Approval <input type="checkbox"/> For Disbursement/Payment <input type="checkbox"/> For Information, Record and File <input type="checkbox"/> For Indorsement to concerned Party(ies)		<b>Processing Time:</b> <input type="checkbox"/> Urgent (w/in the day) <input type="checkbox"/> Priority (w/in 3 days) <input type="checkbox"/> Complex w/in 7 days w/in 20 days or shorter W/in ____ days or shorter
<input type="checkbox"/> For Official Release <input type="checkbox"/> For Review/Recommendation <input type="checkbox"/> For Signature <input type="checkbox"/> Return to Payee/Sender <input type="checkbox"/> Others		<b>Signature:</b>

Printed on 01/06/2023 11:47:14AM Received at: OFFICE OF THE CENR Received by: ALLADO, JEANETTE



December 5, 2022



DENR - PAO  
ENTMRPA  
El Nido, Palawan

**RECEIVED**

By: Caration  
Date: 12-06-22  
C.N.: 2022-2195

**MEMORANDUM**

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

**FROM :** ENTMRPA PAMO Staff  
El Nido-Taytay Managed Resource Protected Area

**SUBJECT :** REPORT ON THE LETTER REQUEST OF MS. MA. AIELEN E. LIM REPRESENTATIVE OF LOS ABADES PHILIPPINES HOLDING CORP.


This pertains to the letter of Ms. Aielen E. Lim representative of Los Abades Philippines Holding Corp. dated August 25, 2022 requesting for Easement Certification and Protected Area Zoning Certification for the proposed project Atalaya Resort located at Sitio Lamoro, Bgy. Pasadeña, El Nido, Palawan.

Please be informed that the undersigned conducted actual inspection on September 9, 2022. As per inspection, the area is within the jurisdiction of El Nido-Taytay Managed Resource Protected Area (ENTMRPA). Moreover, portion of the area falls within the Multiple Use Zone (MUZ) of the indicative terrestrial management plan of Protected Area Management Plan (PAMP) of ENTMRPA with approximate area of fourteen thousand eight hundred eighty-four (14,884) sq.m and another portion falls within the Strict Protection Zone (SPZ) with approximate area of fourteen thousand eight hundred eighty-four (14,884) sq.m covered by TCT No. 065-2019001057 and TCT No. 065-2019001196 both under in the name of Mylene C Davis with Contract to Sell to Los Abades Philippines Land Corp. Be informed further, that no development was sighted during the inspection and the area is not within the 40-meter legal easement.


The undersigned recommends the following:

1. Issuance of PA zoning certification for the area that falls within MUZ;
2. Issuance of easement certification; and,
3. Inform the proponent regarding the result of inspection.

For information, consideration and further instruction.

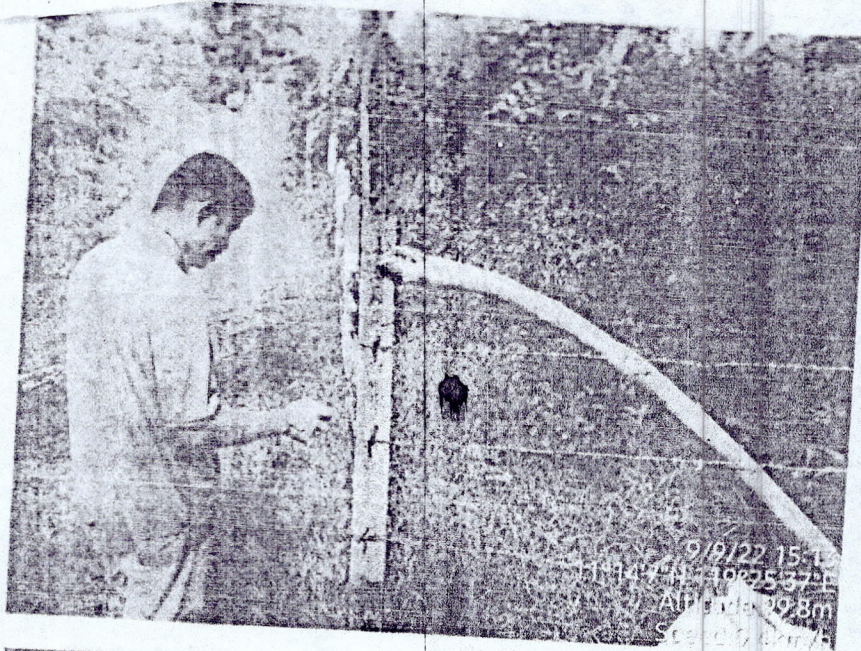
  
**JENUEL P. CASEL**  
Park Maintenance Foreman

  
**STEVEN JOHN B. ANDAO**  
Park Ranger

  
**FAITH D. BANGALISAN**  
Bookkeeper II


Scanned with CamScanner





### CERTIFICATION

I hereby certify that the above photos are true and correct and taken during the inspection at Sitio Lamoro, Bgy. Pasadeña, El Nido, Palawan on September 9, 2022.

  
**FAITH D. BANGALISAN**  
Bookkeeper II

Scanned with CamScanner







2022-06-12  
2022-06-13  
09 September 2022

MILDRED A. SUZA

PASU

El Nido-Taytay Managed Resource Protected Area

DENR - PAO  
SITIO CALITANG  
El Nido, Palawan  
RECEIVED  
By: *[Signature]*  
Date: 09-09-22  
C.N.: 2022-1987

Dear Madam,

In regards to the endorsement of Nacpan Beach Glamping to the Protected Area Management Board of El Nido – Taytay Management Resource Protected Area, I am writing to express my intent to request a Protected Area Zoning Certification and Map from your good office. Nacpan Beach Glamping is located at Sitio Calitang, Bucana, El Nido. Attached with this letter is the Lot Title where the property is situated.

Hoping for your favourable action.

Thank you.

Sincerely,

*[Signature]*  
Ruffa A. David  
Proprietor  
0917-774-0179



## CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT made and entered by and between:

**P4P HSUANG HOLDINGS COMPANY**, a partnership duly organized under the laws of the Philippines with principal address at 11-B Delgado Street, San Antonio Subdivision, Pasig City, duly represented by **MING SHUN HSU**, hereinafter known as the **LESSOR**;

-and-

**RUFFA A. DAVID**, of legal age, Filipino, single and with residence and postal address at Brgy. Buena Suerte, El Nido, Palawan, Philippines, hereinafter referred to as the **LESSEE**;

### WITNESSETH:

WHEREAS, the LESSOR is the owner, actual possessor and occupant of a parcel of land embraced and covered by **Transfer Certificate of Title No. 065-2016000524**, known and identified as **Lot No. 2470-C, CSD-04-026507-D, identical to Lot No. 11372, Cad 1037-D**, with a total area of **Five Thousand One Hundred (5,100) Square Meters**, located at **Nacpan, Brgy. Bucana, El Nido, Palawan**, by virtue of "**DEED OF ABSOLUTE SALE**" executed before Notary Public, Jayson C. Aguilar, entered as Doc. No. 96; Page No. 21; Book No. II; Series of 2018;

WHEREAS, the LESSEE desires to lease the above-mentioned property and the LESSOR is willing to sub-lease the same;

NOW, THEREFORE, for an in consideration of the foregoing premises, the LESSOR agreed to lease and the LESSEE agreed to pay the rental, subject to the following terms and conditions, agreed upon by both parties hereto, to-wit:

- 1) **Term** - This Contract of Lease shall be for a period of **FIVE (5) YEARS** beginning on **June 1, 2019** and shall end on **May 31, 2024** and renewable upon the terms and conditions agreeable to both parties;
- 2) **Rental** - The LESSEE shall pay the monthly rental in the amount of **Fifty Thousand Pesos (P50,000.00)**, Philippine Currency due every last week of each calendar month. The LESSEE shall pay two (2) months advance and one (1) month deposit payable upon the execution of this contract;
- 3) **Use of premises** - The leased premises shall be used for residential/commercial purposes only;
- 4) **Utilities** - The LESSEE is allowed to cause the installation of utilities such as electricity, water, cable/satellite TV, internet, etc. but the same shall be at her own expense and which she agree to settle timely the bills;



- 5) **Care of the premises** - The LESSEE shall use the premises with diligence of a "good father of the family" and shall see to it the premises are rendered in clean and sanitary condition;
- 6) **Improvements** - The LESSEE, during the period of the Contract of Lease may make permanent improvements in the leased premises, it being understood that such improvements in the premises shall be at the sole expense of the LESSEE. That any permanent improvements constructed by the LESSEE shall belong to the LESSOR after the expiration of the contract without the right of reimbursement on the part of the LESSEE;
- 7) **Payments of Taxes** - The LESSOR shall pay only the real property tax on the land while the LESSEE shall pay taxes in relation to her business due to the Treasurer's Office of the Municipality of El Nido, Palawan;
- 8) **Injury to the persons or premises** - Any injury or damage to persons and property within the leased premises as shall be caused by the negligence or fault of the LESSEE shall be repaired, mended or restored at the LESSEE'S account.
- 9) **Guarantees** - The LESSOR guarantee a peaceful and uninterrupted occupancy during the term agreed upon there being no violation made by the LESSEE;
- 10) **Transfer of Usufructuary Rights** - The LESSEE shall have NO RIGHT to transfer or SUB-LEASE to another person or corporation the leased premises;
- 11) **Maintenance, Repair and Replacement** - The LESSEE shall be solely responsible for the maintenance and repair of the structures within the lease premises and any damage on the leased premises should be restored in original state and condition upon termination of this contract of lease except due to fortuitous event;
- 12) **Penalties/Remedies for breach:**
- a. Violations of any or all of the terms and conditions provided in this Contract of Lease shall also be a ground for early termination of this contract;
  - b. Failure of the LESSEE to pay for two (2) months shall be a ground for early termination of this contract and the LESSOR may take possession of the leased premises without need of notice.
- 13) **Others** -
- a. That this Contract of Lease shall be binding upon the heirs, assigns and successors in interest of both parties;
  - b. The parties may agree on any additional term or condition and the same shall be made in writing, signed by both parties and notarized in order to form part of this Contract; and
  - c. The LESSEE shall make sure that when he left the leased premises, it should be in a clean and good condition.



IN WITNESS WHEREOF, we have hereunto set our hands this 26<sup>th</sup> day of June 2019 at El Nido, Palawan.

P4P HSUANG HOLDINGS COMPANY

Lessor

Represented by: MING SHUN HSU

RUFFAA DAVID

Lessee

Signed in the Presence of:

#### ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
PROVINCE OF PALAWAN ) S.S  
MUNICIPALITY OF EL NIDO )  
-----X

BEFORE ME, NOTARY Public for and in the Province of Palawan, Philippines, this 26<sup>th</sup> day of June 2019, personally appeared the following persons who has satisfactorily proven to me their identity through their respective competent evidence of identity, as follows, to wit:

MING SHU HSU with PASSPORT No. GK813917 issued on April 22, 2014 issued at Vancouver, Canada  
RUFFA A. DAVID with Unified Multi-purpose ID No. 0011-9693471-7

known to me to be the same persons who executed and signed the foregoing Contact of Sub-lease consisting of three (3) pages including this page, signed by the parties and the instrumental witnesses on each and every page thereof, and they acknowledged to me that the same their free and voluntary act.

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

Doc. No. 106;  
Page No. 23;  
Book No. 12;  
Series of 2019.

ATTY. RONELO C. CALUGAS

Notary Public

FOR THE PROVINCE OF PALAWAN

COMM. REG. NO.: NPL #2019-07

Valid Until Dec. 31, 2020

ROLL No. 65659

PTR No. 1035793, 12/21/18

No. 55206, 11/19/19

MCLE Exempt per Governing Board Order No. 1, S. of 2008



2019025782063

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

Registry of Deeds for Province of Palawan

Transfer Certificate of Title

OWNER'S DUPLICATE • OWNER'S DUPLICATE • OWNER'S DUPLICATE • OWNER'S DUPLICATE • OWNER'S DUPLICATE

No. 065-2020001035

IT IS HEREBY CERTIFIED that certain lands situated in BGY. BUCANA, EL NIDO, PALAWAN, more particularly covered and described as follows:  
LOT NO. 1677-D, CSD-04-01460-D IDENTICAL TO LOT NO. 1677, CAD 1637-D  
CONTAINING A CORNER MARKED "1" OF LOT NO. 2476-C, CSD-04-026597-C,  
IDENTICAL TO LOT NO. 1677, CAD 1637-D, BEING N. 15° 41' E., 11,272.66  
M. FROM S.D.M. PTA. 1, CAD 1637-D, MUNICIPALITY OF EL NIDO, (continued on  
next page)

is registered in accordance with the provision of Section 163 of the  
Property Registration Decree in the name of

Owner: P4P HSUANG HOLDINGS COMPANY, A PARTNERSHIP DULY  
ORGANIZED AND EXISTING UNDER THE LAWS OF THE  
PHILIPPINES,

Address: 11-B DELANO STREET, SAN ANTONIO SUBDIVISION PASIG CITY

subject to the provisions of the said Property Registration Decree and  
the Act to Land Act, as well as to those of the Mining Law, if the  
land is mineral, and subject, further, to such conditions contained in  
the original title as may be subsisting.

IT IS FURTHER CERTIFIED that said land was originally registered as  
follows:

Patent Type: Free Patent

Patent Date: 12/13/2001

Under Act No.: R.A. 1529

Volume No.: 134

Original Owner: GABRIEL O. ENRIQUEZ

Original RD: PROVINCE OF PALAWAN

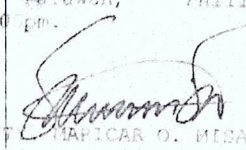
OCT Date: 02/26/2008 09:05 AM

OCT No.: OCT-E-36434

Page No.: 134

This certificate is a transfer from TRANSFER CERTIFICATE OF TITLE  
2016010574 (TOTALLY CANCELLED) by virtue hereof in so far as the  
above-described land is concerned.

Entered in the Registry of Deeds of Palawan, Philippines on  
the 15th day of OCTOBER 2020 at 01:00 pm.

ATTEST:   
HAPICAR O. MISA-TAN  
Register of Deeds II - Palawan Province



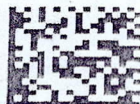


TCT No.: 065-2020001035

Page No.: 2

TECHNICAL DESCRIPTION (Continued from page 1)

PROVINCE OF PALAWAN, THENCE; S. 36° 41' E., 110.41 M. TO POINT 2; S. 45° 22' W, 47.65 M. TO POINT 3; N. 35° 21' W., 112.25 M. TO POINT 4; N. 47° 12' E., 44.83 M. TO POINT 1, POINT OF BEGINNING. CONTAINING AN AREA OF FIVE THOUSAND ONE HUNDRED ( 5,100 ) SQUARE METERS. ALL CORNERS ARE MARKED ON THE GROUND BY P.S. CYLINDRICAL CONCRETE MONUMENTS, 15 X 60 CENTIMETERS. BOUNDED ON THE NORTHEAST, ALONG LINE 1-2 BY LOT NO. 2470-D, CSD-04-026507-D; ON THE SOUTHEAST, ALONG LINE 2-3 BY LOT NO. 2401, CAD.1037-D; ON THE SOUTHWEST, ALONG LINE 3-4 BY LOT NO. 2470-B, CSD-04-026507-D AND ON THE NORTHWEST, ALONG LINE 4-1 BY LOT NO. 2471, CAD 1037-D. BEARING GRID. THIS LOT WAS SURVEYED BY GEODETIC ENGINEER MARIANO Q. MAGLINES ON NOVEMBER 11, 2006 IN ACCORDANCE WITH PLAN AND EXISTING RULES AND REGULATIONS PROMULGATED THEREUNDER. THE SURVEY WAS APPROVED ON FEBRUARY 5, 2007. NOTE: THIS LOT IS COVERED BY FREE PATENT APPLICATION NO. 045312 - 960.





## CONTRACT OF SUB-LEASE

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT made and entered by and between:

**MING SHUN HSU**, of legal age, Taiwanese, single and with residence and postal address at 24F, No. 17 Ln 88 Sc. 2, Baofu Rd., Yonghe Dist., New Taipei City 23443, Taiwan (ROC), hereinafter known as the **SUB-LESSOR**;

-and-

**RUFFA A. DAVID**, of legal age, Filipino, single and with residence and postal address at Brgy. Buena Suerte, El Nido, Palawan, Philippines, hereinafter referred to as the **SUB-LESSEE**;

WITNESSETH:

WHEREAS, the SUB-LESSOR is the LESSEE, actual possessor and occupant of a parcel of land embraced and covered by **Transfer Certificate of Title No. 065-2014000804**, known and identified as **Lot No. 2470-B**, with a total area of **Five Thousand One Hundred Thirty (5,130) Square Meters**, located at **Nacpan, Brgy. Bucana, El Nido, Palawan**, by virtue of "CONTRACT OF LEASE" executed before Notary Public, Michelle U. Paco, entered as Doc. No. 328; Page No. 67; Book No. I; Series of 2019;

WHEREAS, the SUB-LESSEE desires to lease the above-mentioned property and the SUB-LESSOR is willing to sub-lease the same;

NOW, THEREFORE, for an in consideration of the foregoing premises, the SUB-LESSOR agreed to sub-lease and the SUB-LESSEE agreed to pay the rental, subject to the following terms and conditions, agreed upon by both parties hereto, to wit:


- 1) **Term** – This Contract of Lease shall be for a period of **FIVE (5) YEARS** beginning on **June 1, 2019** and shall end on **May 31, 2024** and renewable upon the terms and conditions agreeable to both parties;
- 2) **Rental** – The SUB-LESSEE shall pay the monthly rental in the amount of **Fifty Thousand Pesos (P50,000.00)**, Philippine Currency due every last week of each calendar month. The SUB-LESSEE shall pay two (2) months advance and one (1) month deposit payable upon the execution of this contract;
- 3) **Use of premises** – The leased premises shall be used for residential/commercial purposes only;
- 4) **Utilities** – The SUB-LESSEE is allowed to cause the installation of utilities such as electricity, water, cable/satellite TV, internet, etc. but the same shall be at her own expense and which she agree to settle timely the bills;
- 5) **Care of the premises** – The SUB-LESSEE shall use the premises with diligence of a "good father of the family" and shall see to it the premises are rendered in clean and sanitary condition;

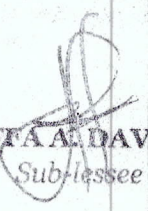


- 6) **Improvements** – The SUB-LESSEE, during the period of the Contract of Sub-Lease may make permanent improvements in the leased premises, it being understood that such improvements in the premises shall be at the sole expense of the SUB-LESSEE. That any permanent improvements constructed by the SUB-LESSEE shall belong to the LESSOR (owner) after the expiration of the contract without the right of reimbursement on the part of the SUB-LESSEE;
- 7) **Payments of Taxes** – The LESSOR (owner) shall pay only the real property tax on the land while the SUB-LESSEE shall pay taxes in relation to her business due to the Treasurer's Office of the Municipality of El Nido, Palawan;
- 8) **Injury to the persons or premises** – Any injury or damage to persons and property within the leased premises as shall be caused by the negligence or fault of the SUB-LESSEE shall be repaired, mended or restored at the SUB-LESSEE'S account.
- 9) **Guarantees** – The SUB-LESSOR guarantee a peaceful and uninterrupted occupancy during the term agreed upon there being no violation made by the SUB-LESSEE;
- 10) **Transfer of Usufructuary Rights** – The SUB-LESSEE shall have NO RIGHT to transfer or SUB-LEASE to another person or corporation the leased premises;
- 11) **Maintenance, Repair and Replacement** – The SUB-LESSEE shall be solely responsible for the maintenance and repair of the structures within the lease premises and any damage on the leased premises should be restored in original state and condition upon termination of this contract of lease except due to fortuitous event;
- 12) **Penalties/Remedies for breach:**
- a. Violations of any or all of the terms and conditions provided in this Contract of Lease shall also be a ground for early termination of this contract;
  - b. Failure of the SUB-LESSEE to pay for two (2) months shall be a ground for early termination of this contract and the SUB-LESSOR may take possession of the leased premises without need of notice.
- 13) **Others** –
- a. That this Contract of Sub-lease shall be binding upon the heirs, assigns and successors in interest of both parties;
  - b. The parties may agree on any additional term or condition and the same shall be made in writing, signed by both parties and notarized in order to form part of this Contract; and
  - c. The SUB-LESSEE shall make sure that when he left the leased premises, it should be in a clean and good condition.

IN WITNESS WHEREOF, we have hereunto set our hands this 26<sup>th</sup> day of June 2019 at El Nido, Palawan.



  
MING SHU HSU  
Sub-lessor

  
RUFFA A. DAVID  
Sub-lessee

Signed in the Presence of:

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
PROVINCE OF PALAWAN ) S.S  
MUNICIPALITY OF EL NIDO )  
X-----X


BEFORE ME, NOTARY Public for and in the Province of Palawan, Philippines, this 26<sup>th</sup> day of June 2019, personally appeared the following persons who has satisfactorily proven to me their identity through their respective competent evidence of identity, as follows, to wit:

MING SHU HSU with PASSPORT No. GK813917 issued on April 22, 2014 issued at Vancouver, Canada  
RUFFA A. DAVID with Unified Multi-purpose ID No. 0111-9693471-7

Known to me to be the same persons who executed and signed the foregoing Contact of Sub-lease consisting of three (3) pages including this page, signed by the parties and the instrumental witnesses on each and every page thereof, and they acknowledged to me that the same their free and voluntary act.

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

Doc. No. 16r;  
Page No. 22;  
Book No. 12;  
Series of 2019.

  
ATTY. RONELO C. CALUGAS  
Notary Public  
FOR THE PROVINCE OF PALAWAN  
COMM. REG. NO. NPL #2019-07  
Valid Until Dec. 31, 2020  
ROLL No. 65659  
PTR No. 1035793, 12/21/18  
No. 55206, 11/19/19  
MCLE Exempt per Governing Board Order No. 1/S. of 2008



201400080473

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

Registry of Deeds for Province of Palawan

**Transfer Certificate of Title**

OWNER'S DUPLICATE - OWNER'S DUPLICATE - OWNER'S DUPLICATE - OWNER'S DUPLICATE - OWNER'S DUPLICATE

**No. 065-2014000804**

IT IS HEREBY CERTIFIED that certain land situated in BRGY. OF BUCANA, MUNICIPALITY OF EL NIDO, PROVINCE OF PALAWAN, ISLAND OF PALAWAN, more particularly bounded and described as follows:  
LOT NO. 2470-B, CSD-04-026507-D IDENTICAL TO LOT NO. 11371, CAD 1037-D, BEGINNING AT A POINT MARKED "1" OF LOT NO. 2470-B, CSD-04-026507-D, IDENTICAL TO LOT NO. 11371, CAD 1037-D, BEING N. 13° 33' E., 15,197.96 M. FROM B.L.L.M. NO. 1, CAD 1037-D, MUNICIPALITY OF EL NIDO, (Continued on next page)

is registered in accordance with the provision of Section 103 of the Property Registration Decree in the name of

Owner: AUGUSTO M. PEREZ, JR., OF LEGAL AGE, FILIPINO, SINGLE  
Address: BLK 15, LOT 8, MT. APO PARK ST., TERESA PARK  
SUBDIVISION, LAS PINAS CITY

subject to the provisions of the said Property Registration Decree and the Public Land Act, as well as to those of the Mining Laws, if the land is mineral, and subject, further, to such conditions contained in the original title as may be subsisting.

IT IS FURTHER CERTIFIED that said land was originally registered as follows:

Patent Type: Free Patent  
Patent Date: 09/08/2008  
Under Act No.: P.D. 1529  
Volume No.: 161

Original RD: PROVINCE OF PALAWAN  
OCT Date: 9/22/2008 9:15 AM  
OCT No.: OCT-E-31828  
Page No.: 28

Original Owner: RENE E. PUNO

This certificate is a transfer from ORIGINAL CERTIFICATE OF TITLE E-31828 (TOTALLY CANCELLED) by virtue hereof in so far as the above-described land is concerned.

Entered at Province of Palawan, Philippines on the 2nd day of OCTOBER 2014 at 01:26pm.

ATTY. MARICAR O. MISA-TAN 11/1/14  
Register of Deeds II - Palawan Province





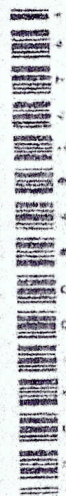
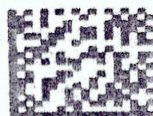
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TCT No.: 065-2014000804

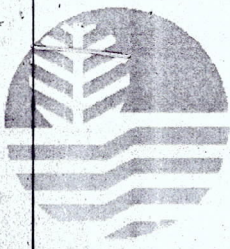
Page No.: 2

**TECHNICAL DESCRIPTION** (Continued from page 1)

PROVINCE OF PALAWAN, THENCE N.  $47^{\circ} 12'$  E., 44.83 M. TO POINT 2; S.  $35^{\circ} 21'$  E., 112.25 M. TO POINT 3; S.  $45^{\circ} 22'$  W., 46.97 M. TO POINT 4; N.  $34^{\circ} 23'$  W., 114.02 M. TO POINT 1, POINT OF BEGINNING. CONTAINING AN AREA OF FIVE THOUSAND ONE HUNDRED THIRTY (5,130) SQUARE METERS. ALL CORNERS ARE MARKED ON THE GROUND BY P.S. CYLINDRICAL CONCRETE MONUMENTS, 15 X 60 CENTIMETERS. BOUNDED ON THE NORTHWEST, ALONG LINE 1-2 BY LOT NO. 2471, CAD 1037-D; ON THE NORTHEAST, ALONG LINE 2-3 BY LOT NO. 2470-C, CSD-04-026507-D; ON THE SOUTHEAST, ALONG LINE 3-4 BY LOT NO. 2401, CAD 1037-D; AND ON THE SOUTHWEST, ALONG LINE 4-1 BY LOT NO. 2470-A, CSD-04-026507-D, BEARINGS GRID. THIS LOT WAS SURVEYED BY GEODETIC ENGINEER MARIANO Q. MAGLINES ON NOVEMBER 11, 2006 IN ACCORDANCE WITH LAW AND EXISTING RULES AND REGULATIONS PROMULGATED THEREUNDER. THE SURVEY WAS APPROVED ON FEBRUARY 5, 2007. NOTE: THIS LOT IS COVERED BY FREE PATENT APPLICATION NO. 045312-1008.







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  
Telephone No. 048-716-0674  
Email: entmrpa@gmail.com

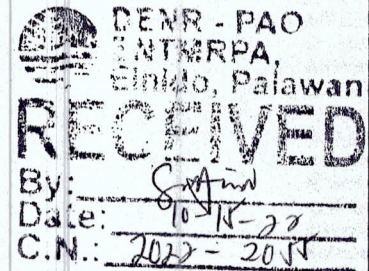
November 11, 2022

**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 :** INSPECTION ON THE LETTER REQUEST FOR PROTECTED AREA ZONING AND MAP AND EASEMENT CLEARANCE FOR NACPAN BEACH GLAMPING LOCATED AT SITIO CALITANG, BGY. BUCANA, EL NIDO, PALAWAN



Please be informed that the undersigned together with FT I Lanie Jane Rey conducted inspection and validation on the letter request of Ms. Ruffa David proprietor of Nacpan Beach Glamping located at So. Calitang, Bgy. Bucana, El Nido, Palawan, requesting PA zoning certificate and map as requirements for Protected Area Management Board endorsement. The area of Nacpan glamping is covered by TCT no. 065-2014000804 and TCT no. 065-2020001035. A per inspection the area is not within the twenty (20) meter easement zone based on the easement markers installed some times in 2019 by the CENRO Taytay delineation team. Portion of the property development was encroach to the forty (40) meter easement.

Further, Nacpan glamping is situated within the Multiple Use Zone (MUZ) based on the Protected Area Management zoning of El Nido-Taytay Managed Resource Protected Area. Furthermore, the proprietor shall comply the required easement within protected Area per DAO 2021-07 dated April 28, 2021.

For your information.

  
**JENUEL P. CASEL**





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  
Telephone No. 048-716-0674  
Email: entmrpa@gmail.com

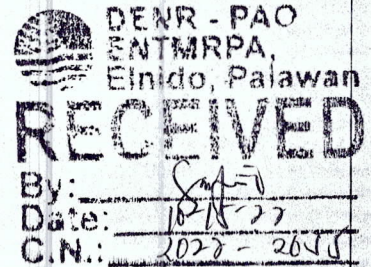
November 11, 2022

**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 :** INSPECTION ON THE LETTER REQUEST FOR PROTECTED AREA  
ZONING AND MAP AND EASEMENT CLEARANCE FOR NACPAN  
BEACH GLAMPING LOCATED AT SITIO CALITANG, BGY. BUCANA,  
EL NIDO, PALAWAN



Please be informed that the undersigned together with FT I Lanie Jane Rey conducted inspection and validation on the letter request of Ms. Ruffa David proprietor of Nacpan Beach Glamping located at So. Calitang, Bgy. Bucana, El Nido, Palawan, requesting PA zoning certificate and map as requirements for Protected Area Management Board endorsement. The area of Nacpan glamping is covered by TCT no. 065-2014000804 and TCT no. 065-2020001035. A per inspection the area is not within the twenty (20) meter easement zone based on the easement markers installed some times in 2019 by the CENRO Taytay delineation team. Portion of the property development was encroach to the forty (40) meter easement.

Further, Nacpan glamping is situated within the Multiple Use Zone (MUZ) based on the Protected Area Management zoning of El Nido-Taytay Managed Resource Protected Area. Furthermore, the proprietor shall comply the required easement within protected Area per DAO 2021-07 dated April 28, 2021.

For your information.

JENUEL P. CASEL





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  
Telephone No. 048-716-0674  
Email: entmrpa@gmail.com

November 11, 2022

**MEMORANDUM**

FOR :

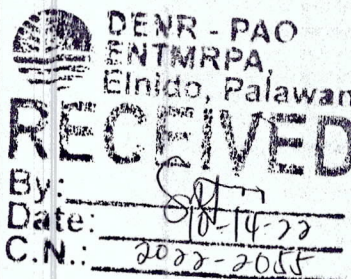
**The Protected Area Superintendent**  
El Nido-Taytay Managed Resource Protected Area

FROM :

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

SUBJECT :

**INSPECTION ON THE LETTER REQUEST FOR PROTECTED AREA  
ZONING AND MAP AND EASEMENT CLEARANCE FOR NACPAN  
BEACH GLAMPING LOCATED AT SITIO CALITANG, BGY. BUCANA,  
EL NIDO, PALAWAN**



Please be informed that the undersigned together with FT I Lanie Jane Rey conducted inspection and validation on the letter request of Ms. Ruffa David proprietor of Nacpan Beach Glamping located at So. Calitang, Bgy. Bucana, El Nido, Palawan, requesting PA zoning certificate and map as requirements for Protected Area Management Board endorsement. The area of Nacpan glamping is covered by TCT no. 065-2014000804 and TCT no. 065-2020001035. A per inspection the area is not within the twenty (20) meter easement zone based on the easement markers installed some times in 2019 by the CENRO Taytay delineation team. Portion of the property development was encroach to the forty (40) meter easement.

Further, Nacpan glamping is situated within the Multiple Use Zone (MUZ) based on the Protected Area Management zoning of El Nido-Taytay Managed Resource Protected Area. Furthermore, the proprietor shall comply the required easement within protected Area per DAO 2021-07 dated April 28, 2021.

For your information.

JENUEL P. CASEL





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  
Telephone No. 048-716-0674  
Email: entmrpa@gmail.com

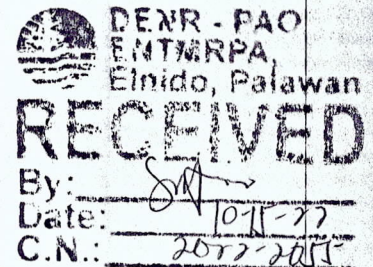
November 11, 2022

**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 :** INSPECTION ON THE LETTER REQUEST FOR PROTECTED AREA ZONING AND MAP AND EASEMENT CLEARANCE FOR NACPAN BEACH GLAMPING LOCATED AT SITIO CALITANG, BGY. BUCANA, EL NIDO, PALAWAN



Please be informed that the undersigned together with FT I Lanie Jane Rey conducted inspection and validation on the letter request of Ms. Ruffa David proprietor of Nacpan Beach Glamping located at So. Calitang, Bgy. Bucana, El Nido, Palawan, requesting PA zoning certificate and map as requirements for Protected Area Management Board endorsement. The area of Nacpan glamping is covered by TCT no. 065-2014000804 and TCT no. 065-2020001035. A per inspection the area is not within the twenty (20) meter easement zone based on the easement markers installed some times in 2019 by the CENRO Taytay delineation team. Portion of the property development was encroach to the forty (40) meter easement.

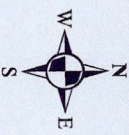
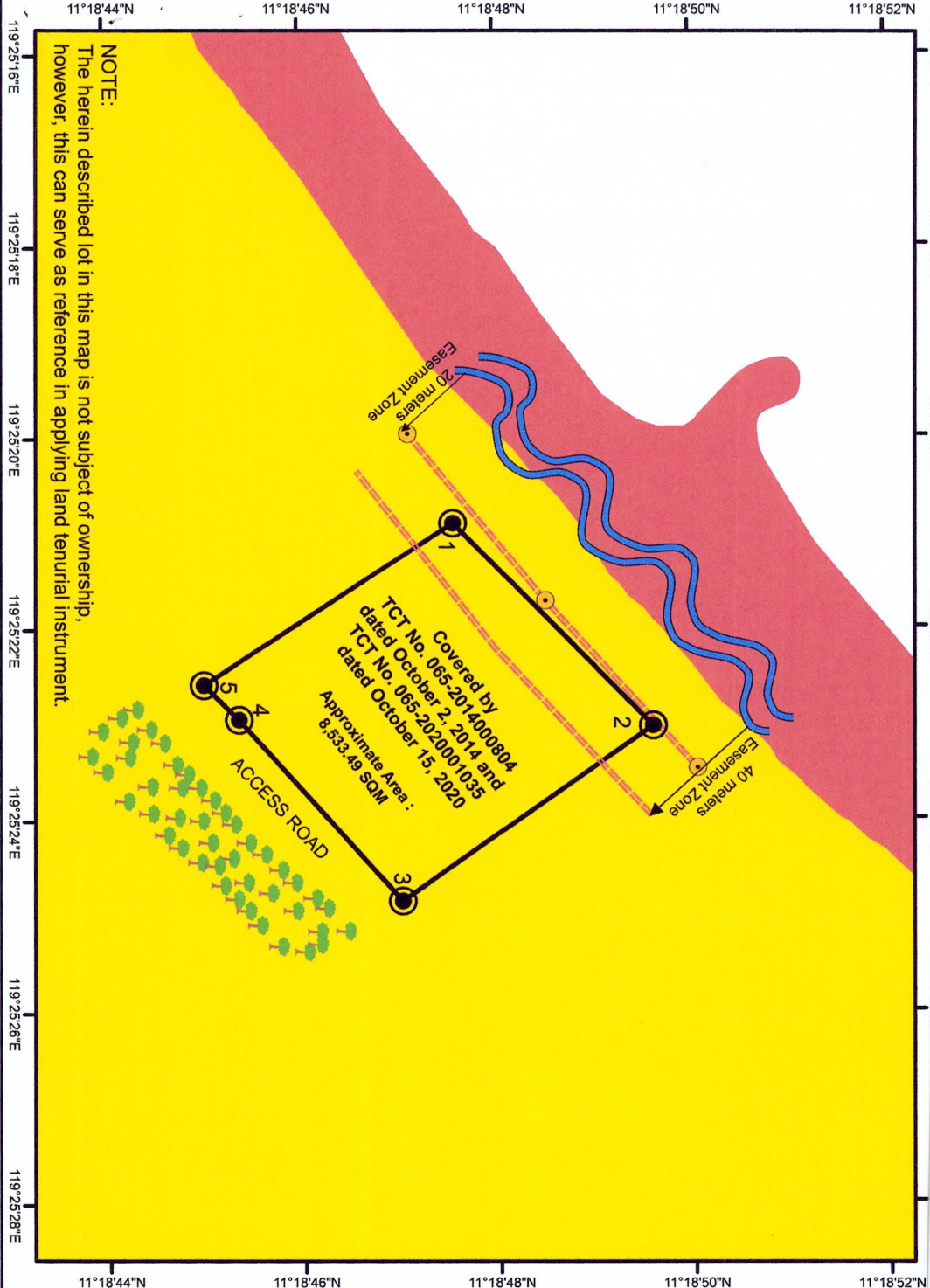
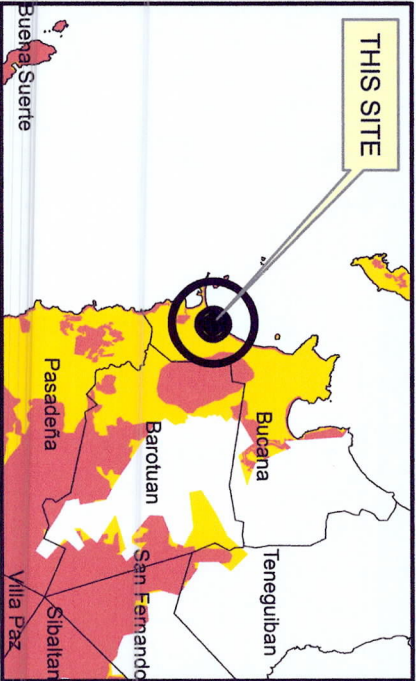
Further, Nacpan glamping is situated within the Multiple Use Zone (MUZ) based on the Protected Area Management zoning of El Nido-Taytay Managed Resource Protected Area. Furthermore, the proprietor shall comply the required easement within protected Area per DAO 2021-07 dated April 28, 2021.

For your information.

JENUEL P. CASEL



TECHNICAL DESCRIPTION						
THE POINT GEOGRAPHIC COORDINATE	LONGITUDE			LATITUDE		
	DEGREES	MINUTES	SECONDS	DEGREES	MINUTES	SECONDS
	119	25	20.762	11	18	47.563
CORNER	DISTANCE	B E A R I N G				
		Direction n/s	DEGREES	MINUTES	SECONDS	Direction e/w
TIE LINE						
1-2	89.19	N	46	7	45.27	E
2-3	95.75	S	35	13	47.27	E
3-4	76.64	S	48	53	50.00	W
4-5	15.43	S	45	0	0.00	W
5-1	92.87	N	33	12	46.19	W



# SKETCH MAP SHOWING THE AREA OF NACPAN GLAMPING OWNED BY MS. RUFFA DAVID

Located at Nacpan Beach, Bgy. Bucana,  
El Nido, Palawan

SCALE : 1:2,017



## LEGEND

- Corner
- Area
- Easement Marker
- Easement Zone
- Shoreline
- Mangrove
- PA Zones
- Multiple Use Zone
- Strict Protection Zone

Projection : Universal Transverse Mercator Z50N  
Datum : World Geodetic System 1984



Republic of the Philippines  
Department of Environment and Natural Resources  
Region IV - MIMAROPA  
Community Environment and Natural Resources Office  
Taytay 5312, Palawan

## CERTIFICATION

THIS IS TO CERTIFY that the area falls within the  
Multiple Use Zone (MUZ) based on the Protected  
Area Management Zoning of El Nido-Taytay Managed  
Resource Protected Area (ENTMRPA), El Nido,  
Palawan.

Further, the said area is partly within the 40 meters  
Easement Zone being inside the Protected Area  
as per DAO 2021-07 dated April 28, 2021.

PREPARED BY :

THE PROTECTED AREA MANAGEMENT OFFICE - EL  
NIDO-TAYTAY MANAGED RESOURCE PROTECTED  
AREA (PAMO-ENTMRPA)

NOTE:  
The herein described lot in this map is not subject of ownership,  
however, this can serve as reference in applying land tenurial instrument.



27 September 2022

**MILDRED A. SUZA**  
PASU  
El Nido-Taytay Managed Resource Protected Area

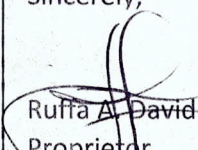
Dear Madam,

In regards to the endorsement of Nacpan Beach Glamping to the Protected Area Management Board of El Nido – Taytay Management Resource Protected Area, I am writing to express my intent to request an Easement Certification from your good office. Nacpan Beach Glamping is located at Sitio Calitang, Bucana, El Nido.

Hoping for your favourable action.

Thank you.

Sincerely,

  
Ruffa A. David  
Proprietor  
0917-774-0179

*AAAP*  
*Coordinate + sched*  
*injection. Advise*  
*party to ready*  
*docs. Submit*  
*report*  
*10/5*

DENR-PAC  
EL NIDO-TAYTAY  
MANAGED RESOURCE  
PROTECTED AREA  
PASU  
ED  
09-27-22  
2022-2034

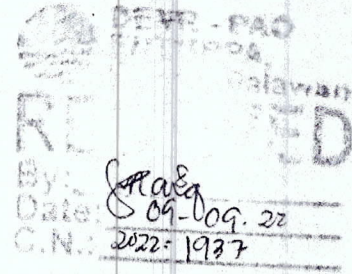


09 September 2022

**MILDRED A. SUZA**

PASU

El Nido-Taytay Managed Resource Protected Area



Dear Madam,

In regards to the endorsement of Nacpan Beach Glamping to the Protected Area Management Board of El Nido – Taytay Management Resource Protected Area, I am writing to express my intent to request a Protected Area Zoning Certification and Map from your good office. Nacpan Beach Glamping is located at Sitio Calitang, Bucana, El Nido. Attached with this letter is the Lot Title where the property is situated.

Hoping for your favourable action.

Thank you.

Sincerely,

  
Ruffa A. David  
Proprietor  
0917-774-0179



KNOW ALL MEN BY THESE PRESENTS:

This Contract of Lease (the "Contract") is made and entered into this  
JAN 28 2019 at Taguig City by and between:

AUGUSTO M. PEREZ, JR., Filipino, of legal age, and with address at  
Unit 706, The Infinity, 26<sup>th</sup> Street, Bonifacio Global City, Taguig City  
(hereinafter referred to as the "LESSOR");

- and -

MING SHUN HSU, a Taiwanese citizen, of legal age and with address  
at 24F, No. 17 Ln 88 Sec. 2, Baofu Rd., Yonghe Dist., New Taipei City  
23443, Taiwan (ROC) (hereinafter referred to as the "LESSEE");

(together "the Parties")

**WITNESSETH; That**

WHEREAS, the LESSOR is the absolute and registered owner of a parcel of  
land located at Brgy. Bucana, Nacpan, El Nido, Palawan identified as Lot No. 2470-B,  
with an area of Five Thousand One Hundred Thirty Square Meters (5,130 sq.m.) and  
covered by Transfer Certificate of Title (TCT) No. 065-2014000804 of the Registry of  
Deeds for the Province of Palawan, more particularly described as:

**TCT No. 065-2014000804**

"LOT NO. 2470-B, CSD-04-026507-D IDENTICAL TO  
LOT NO. 11371, CAD 1037-D BEGINNING AT A POINT  
MARKED "1" OF LOT NO. 2470-B, CSD-04-026507-D,  
IDENTICAL TO LOT NO. 11371, CAD 1037-D, BEING  
N. 13° 33' E., 15.197.96 M. FROM B.L.L.M. NO. 1, CAD  
1037-D, MUNICIPALITY OF EL NIDO, PROVINCE OF  
PALAWAN, THENCE N. 47° 12' E., 44.83 M. TO POINT  
2; S. 35° 21' E., 112.25 M. TO POINT 3; S. 45° 22' W., 46.97  
M. TO POINT 4; N. 34° 23' W., 114.02 M. TO POINT 1,  
POINT BEGINNING CONTAINING AN AREA OF  
FIVE THOUSAND ONE HUNDRED THIRTY (5,130)  
SQUARE METERS. XXX"

(hereafter, the "Leased Property")

WHEREAS, the LESSEE has offered to lease the abovementioned property  
from the LESSOR and the latter has agreed to the same under the terms and  
conditions stated in this Contract;

NOW, THEREFORE, for and in consideration of the payment of the rentals  
and other charges heretofore set forth, and in compliance with the pertinent

Sebastian Lopez

SA

JP



covenants, conditions and restrictions hereinafter stipulated and such other agreements as may be necessary, all of which are made integral part hereof, the LESSOR hereby leases and delivers unto the LESSEE in good and tenantable condition the above-described property, under the following terms and conditions:

1. **TERM** – This Contract of Lease shall be effective for a period of **FIVE (5) YEARS** beginning on **February 1, 2019** and ending on **January 31, 2024**. It shall be renewable for another period only at the LESSOR's option upon such terms and conditions as may be mutually agreed upon by the Parties.

2. **RENTAL** – The LESSEE agrees and binds himself to pay the LESSOR a total amount of **PESOS: EIGHT MILLION SEVEN HUNDRED NINETY-ONE THOUSANDTHREE HUNDRED FORTY-FOUR (PHP 8,791,344.00)**, exclusive of all taxes, for the five-year term of this Contract, which shall be payable under the following schedule, without need of demand or any other act or deed:

First Year (February 1, 2019)	-	Php. 1,440,000.00
Second Year (February 1, 2020)	-	Php. 1,584,000.00
Third Year (February 1, 2021)	-	Php. 1,742,400.00
Fourth Year (February 1, 2022)	-	Php. 1,916,640.00
Fifth Year (February 1, 2023)	-	Php. 2,108,304.00

Failure of the LESSEE to pay the rent on the date specified herein shall be cause for the immediate cancellation, rescission and termination of this Contract, without prejudice to the right of the LESSOR to seek indemnity for damages resulting to the LESSEE's failure to pay the rental amount.

3. **DEPOSIT** – The LESSEE shall, upon signing of this Contract, immediately deposit with the LESSOR the amount of **PESOS: FIVE HUNDRED THOUSAND (PHP 500,000.00)**.

4. **CLEARING AND PREPARATION OF LEASED PROPERTY**–

Upon payment of the deposit, the LESSEE shall be given authority to enter the Leased Property commencing on **01 January 2019** for purposes of clearing and preparation of the same for construction and installation of the improvements described in Section 8 of this Contract. Pursuant thereto, the LESSEE binds and obligates himself to clear, demolish and remove any and all existing structures or improvements on the Leased Property and remove any present occupant/s therefrom prior to commencing any business and commercial operations therein. Any and all cost or charges relative to the demolition of existing structures and the removal of present occupants from the Leased Property shall be for the sole account of the LESSEE, without any right of reimbursement from the LESSOR.

5. **USE OF THE PREMISES** – The Leased Property shall be used exclusively by the LESSEE for commercial and business purposes only. The Leased Property shall not be diverted to any other uses without the prior written consent of the LESSOR. The LESSOR shall have the right to terminate this Contract in the



event that the Leased Property is used for other purposes or in such manner as to drastically change its nature and character without the prior written consent of the LESSOR.

6. **SUB-LEASING** - The LESSEE shall not, directly or indirectly, sublease, or allow or permit the Leased Property to be used and/or occupied in whole or in part by any person, firm or corporation, without the LESSOR's prior written consent.

7. **REPAIRS & MAINTENANCE** - The LESSEE hereby expressly acknowledges that the Leased Property is in good, tenantable and working condition and unequivocally agrees to keep the same in good repair and to maintain the same in good, satisfactory, clean and sanitary condition as when received from the LESSOR. The LESSEE also hereby binds himself to never conduct any activity within the Leased Property that would drastically change or alter its nature and character or would lead to the destruction and/or deterioration of the same.

8. **IMPROVEMENTS** - The Parties agree that no permanent structures shall be built or constructed on the Leased Property except for the ten (10) units of tent and platform, three (3) units of common comfort room and the proposed Philippine Ports Authority Office. Upon termination of this Contract, the LESSEE shall remove and/or demolish any and all temporary structures built on the Leased Property; provided that, the same shall be performed in such a manner as to prevent damage or deterioration of the Leased Property. If the improvements may not be removed without causing damage to the Leased Property, the LESSOR shall have the option to appropriate the same without any obligation to reimburse the LESSEE for the cost or value thereof, or, to remove or demolish the improvements with right of reimbursement and payment of indemnity from the LESSEE.

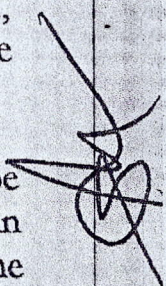
9. **UTILITIES** - All bills and charges for water, electricity, telephone and other utilities attributable to the LESSEE shall be for its account. The LESSOR shall have the right to collect any unpaid utilities, bills, and charges of the LESSEE.

10. **ABANDONMENT OF LEASED PROPERTY** - In the event that the Leased Property is deserted, vacated or abandoned before the expiration of this lease, the LESSOR shall have the right to enter the same as the agent of the LESSEE, its representatives and/or assigns, without being liable for prosecution therefor, and to relate to the same as the agent of the LESSEE and to receive the rent therefor and, apply the same to the payment of the rent due hereunder, holding the LESSEE liable for any deficiency.

11. **NON-LIABILITY OF THE LESSOR** - The LESSOR shall not be responsible for any loss, damage, or inconvenience which the LESSEE may sustain in the Leased Property due to any cause whatsoever, including but not limited to, the following:

- a. Cost and charges relative to the removal/demolition of existing structures in the Leased Property and removal of present occupants or prevention of unauthorized persons therein;

Sebastian Lay





- ...ing, or destruction of air conditioning, plumbing, gas, electrical, or telephone installation or facility;
- c. Absence, failure, breakdown or insufficiency of water supply, telephone service, or electric power;
  - d. Presence of bugs, ants, termites, rats, vermin, stray animals or insects of any kind or nature in the Leased Property;
  - e. Rain, storms, typhoons, tsunamis, storm surge or other acts of God which may cause water to come into or flow into the Leased Property or part thereof or into any of the structures or improvements found therein;
  - f. Fire, or fortuitous events, theft, or other crimes and misdemeanors.

**12. INJURY, DAMAGE, OR OTHER CRIMES/OFFENSES** – The LESSEE shall, at all times, be responsible for all the acts done or performed by its agents, employees, or other persons entering the Leased Property relative to the enforcement of the provisions of this Contract. The LESSEE assumes full responsibility for any damages which may be caused to the person and/or property/ies of third person/s while remaining in the Leased Property, either casually or on business, in any part of the premises leased to the LESSEE, and further binds himself to hold the LESSOR free and harmless from any such claim of injury, damages or other crimes.

**13. RULES, REGULATION, ORDINANCES** – The LESSEE shall comply with all reasonable and safety regulations which may be promulgated by the LESSOR from time to time for the administration of the Leased Property, and with rules, regulations, ordinances and laws made by duly instituted authorities of the municipal, provincial and national government arising from and regarding the use, occupancy and sanitation of the Leased Property.

**14. TERMINATION OF THE LEASE** – The LESSEE agrees and binds himself to return and surrender to the LESSOR the Leased Property at the end of the term of this Contract or earlier termination of this lease in as good condition as reasonable wear and tear will permit and without delay whatsoever, devoid of all occupants, structures, furniture, articles or effects of any kind other than such alterations, additions or improvements which shall be subject to the provisions of this paragraph.

If the Leased Property is not surrendered at the end of the term without any renewal thereof being agreed upon by the Parties, or at the termination thereof for any reason, the LESSEE shall be responsible to the LESSOR for damages at the rate of PESOS: TEN THOUSAND ONLY (PHP10,000.00) for each day of delay in surrendering the Leased Property and will indemnify the LESSOR against all claims by any succeeding tenant/buyer against the LESSOR resulting from the delay by the LESSOR in delivering possession of the Leased Property to the succeeding tenant/buyer.

Subject to the relevant provisions of this Contract, the LESSOR shall have the right to terminate this lease without any previous notice should there be a violation of

*Sebastian*

*[Signature]*



any of the terms, covenants, and conditions herein stipulated, with the corresponding right to recover liquidated and/or compensatory damages from the guilty party. The LESSOR's claim for unpaid rentals and damages herein provided and under applicable laws.

**FORFEITURE OF PAYMENTS** - Except when terminated by the LESSEE due to fortuitous events under Section 18, rentals and other payments, including deposits, made by the LESSEE during the effectivity of the lease is deemed automatically forfeited in favor of the LESSOR upon termination of this Contract due to breach of any of its provisions.

**EVENTS GIVING RISE TO DEFAULT AND TERMINATION**- The LESSOR shall have the right to cancel, rescind or terminate this Contract without need of legal or judicial action or order upon occurrence of any of the following events by giving written notice to the LESSEE:

- a. The LESSEE shall fail to pay the rent or any amount due hereunder on the day specified herein for payment;
- b. The LESSEE shall sub-lease, in part or in full, the Leased Property, or assign, transfer or encumber his rights under this Contract, without the prior written consent from the LESSOR;
- c. Failure of the LESSEE to remove/demolish any structures/improvements existing in the Leased Property at the time of the execution of this Contract prior to commencement of business and commercial operations therein by the LESSEE;
- d. Failure of the LESSEE to remove from the Leased Property any and all person/s using and/or occupying the same at the time of the execution of this Contract prior to commencement of business and commercial operations therein by the LESSEE;
- e. The term (or renewal) of the lease shall have expired or the LESSEE shall have failed to surrender the Leased Property;
- f. The Leased Property shall have been closed, abandoned, destroyed or unoccupied for a continuous period of thirty (30) days;
- g. Change of the use of the Leased Property without prior written consent of the LESSOR or destruction or damage to the Leased Property of such manner and condition as to change the nature and character of the Leased Property and/or would render the same destroyed beyond repair and unfit for occupation
- h. Change, alter, or modify, either in part or in full, any of the authorized improvements under Section 8 of this Contract, or add, install, or construct any other improvements not specified under the same section, without the prior written consent of the LESSOR.

**CONSEQUENCES OF DEFAULT**- Upon the occurrence of the foregoing events, the LESSOR shall be entitled to exercise any of the following:

*Handwritten signature: Sebastian Jay*

*Handwritten signature: [Signature]*



apparatus which may expose the Leased Property to fire or increase the fire hazard of the structures found in the same. It is understood that should the LESSEE do so, such violation will cause the LESSOR to order the immediate removal of the explosive or highly flammable materials or items from the Leased Property and, in addition thereto, LESSOR shall have the right to cancel, rescind or terminate this Contract.

**17. INSPECTION OF THE PREMISES** - The LESSOR or his authorized agent shall, by previous agreement with the LESSEE, have the right to enter the Leased Property at any time to examine the same or for any other purpose which the LESSOR may deem necessary, and to exhibit the Leased Property to prospective tenants/buyers.

**18. FORTUITOUS EVENTS** - Should the Leased Property or any essential part thereof be destroyed by fire, earthquake, storm, typhoon, tsunami or storm surge, war, civil disturbances and other fortuitous events, the LESSEE shall have the right to terminate this Contract or continue with the same right of recourse to renegotiate the applicable rental rate.

**19. NON-WAIVER OF RIGHTS; TRANSFERABILITY** - The failure of the LESSOR to insist upon a strict performance of any of the terms, conditions, and covenants herein shall not be deemed a relinquishment or waiver of any right or remedy which the LESSOR may have, nor shall it be construed as a waiver of any subsequent breach or default of the terms, conditions and covenants herein contained, rather, the same shall continue to be in full force and effect. No waiver by the LESSOR shall be deemed to have been made unless expressed in writing and signed by the LESSOR.


This Contract shall be enforceable and binding upon the respective representatives, successors, executors, administrators and assigns of the Parties hereto.

**20. ASSIGNMENT** - The LESSOR reserves the right to assign, transfer, or encumber any of his rights and interests under this Contract to any entity without the need of obtaining the consent of the LESSEE except to notify the latter of the same, subject only to provision of the succeeding section. In the event of such transfer, assignment or encumbrance, the rights and interest of the LESSEE under this Contract shall be respected and observed in its entirety by such assignee, transferee or mortgagee, and for the entire term hereof unless otherwise mutually agreed upon by the Parties including the LESSEE.

The LESSEE shall not assign, or transfer or encumber his rights under this Contract without the prior written consent of the LESSOR and no right, title or interest thereto or therein shall be conferred on or vested in any other party other than the LESSEE without such written consent.

**21. RIGHT OF FIRST REFUSAL** - In the event that the LESSOR decides to assign, convey, sell or transfer the Leased Property to any third party, the LESSEE is given the right of first refusal to match any and all consideration or purchase price offered by any third party for the leased property.

*Sebastian Lay*



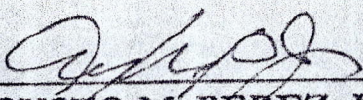


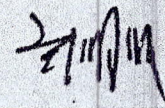
LESSOR that an offer has been made for the lease and/or purchase of the Leased Property to exercise the right granted in this section. Failure of the LESSEE to exercise such right within the period herein provided shall be deemed a waiver of his right hereunder.

## 22. MISCELLANEOUS -

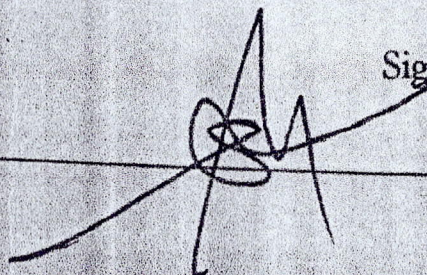
- a. This Contract shall be governed by the laws of the Republic of the Philippines.
- b. The PARTIES shall resolve any dispute through amicable means. Should it be necessary that an action be brought to enforce any of the terms of this Contract, it is agreed that the same shall be brought in the proper courts of Taguig City only, to the exclusion of all other courts.
- c. This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.
- d. Any amendments or additional terms and conditions to this Contract must be in writing.

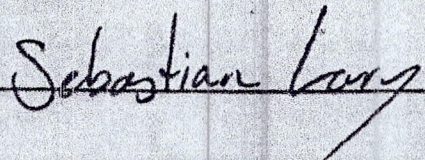
NOW THEREFORE, the PARTIES have hereto signed this Contract on the date first indicated above.

  
\_\_\_\_\_  
AUGUSTO M. PEREZ, JR  
*Lessor*

  
\_\_\_\_\_  
MING SHUN HSU  
*Lessee*

Signed in the presence of:

  
\_\_\_\_\_

  
\_\_\_\_\_



**ACKNOWLEDGMENT**

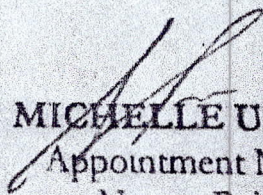
BEFORE ME, this JAN 28 2019 in Taguig City, personally appeared the following:

<u>Name</u>	<u>Government-issued ID</u>
AUGUSTO M. PEREZ, JR.	SSS 33-8353735-0
MING SHUN HSU	GK 913917 until 22 April 2024

who were identified by me through their competent evidence of identity to be the same persons who executed the foregoing *Contract of Lease* comprising of nine (9) pages including this page, and they acknowledged to me that the same is their true and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto signed and affixed my notarial seal in the place and on the date first above written.

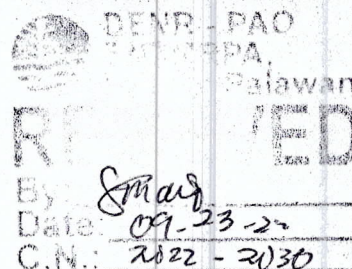
Doc. No. 328;  
Page No. 67;  
Book No. I;  
Series of 2019.

  
**MICHELLE U. PACO**  
Appointment No. 33  
Notary Public  
Taguig City  
Until December 31, 2019  
7<sup>th</sup> Floor, The Infinity, 26<sup>th</sup> Street  
Bonifacio Global City, Taguig  
IBP Lifetime No. 012345; Makati  
PTR No. A-4207306 01-07-2019; Taguig City  
Roll No. 59166



September 23, 2022

Mildred A. Suza  
PASu ENTRMRP  
El Nido, Palawan



Subject : Request for PAMB, Inspection and PAMB, Endorsement

Good day Ms/Mrs, Suza,

May I have the honor to request for inspection for PAMB Endorsement on your good office.

This document will be for our application for PAMB Endorsement.

This project, named "**NEW TOWN GASOLINE STATION**" is planned to be situated at Barangay, Bagong Bayan in El nido Palawan, Portion of Lot number of 1439 - Pls -31 containing and area of (900) square meters

I am fervently hoping and wishing that this request be granted and be given attention.

Thank you very much for your time.

Respectfully yours,  
*for [Signature]*  
MENCHIE C. TABLAZON

0997-169-3335  
willia Fernandez No.

Doc. No. 1  
Page No. 3  
Book No. LXXXIX  
Series of 2022

NOTARY PUBLIC  
UNTIL DECEMBER 31, 2022  
PTR NO. 0789082 K-1/17/2022 PPC  
IBD NO. 220274-5/21/2022-IBP PASIG CITY



September 23, 2022

Mildred A. Suza  
PASu ENTRMRP  
El Nido, Palawan

Subject : Request for PAMB, Inspection and PAMB, Endorsement

Good day Ms/Mrs, Suza,

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I am fervently hoping and wishing that this request be granted and be given attention.

Thank you very much for your time.


Respectfully yours,

*for the reader*  
MENCHIE C. TABLAZON

DOC. NO. 1  
Page No. 3  
Book No. LXXXIX  
Series of 2022


NOTARY PUBLIC  
UNTIL DECEMBER 31, 2022  
PTR NO. 0789092 K-M/7/2022 PPC  
IBD NO. 276774-5/21/2022-18P PASIG CITY






REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF TRANSPORTATION  
LAND TRANSPORTATION OFFICE

**DRIVER'S LICENSE**





Last Name, First Name, Middle Name  
**FERNANDEZ, WELIA CAABAY**

Nationality  
**PHL**

Date of Birth  
**1979/09/13**

Weight (kg)  
**50**

Height (m)  
**1.52**

Address  
**HAMA STREET, MASAGANA POB. (BARANGAY 3),  
EL NIDO (BACUIT), PALAWAN, 5313**

License No.  
**D11-22-300587**

Expiration Date  
**2037/01/01**

Agency Code  
**D11**

Blood Type  
**O+**

Eyes Color  
**BROWN**

Conditions  
**NONE**

Signature of Licensee  
*[Signature]*

Signature  
*[Signature]*  
EDGAR C. GALVANTE  
Assistant Secretary



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF FINANCE  
BUREAU OF INTERNAL REVENUE



TIN:  
**942-272-494-00000**

Name:  
**FERNANDEZ, WELIA CAABAY**

Address:  
**HAMA ST., MASAGANA POB. (BARANGAY 3) 5313 EL  
NIDO (BACUIT) PALAWAN PHILIPPINES**

Birth Date:  
**13-SEP-1979**

TIN Issuance Date:  
**24-JUN-2008**

Signature  
*[Signature]*  
SIGNATURE

QR Code  


CN: 036-2202163

TCD201900211510

DOC. NO. 1  
Page No. 3  
Book No. LXXXIX  
Series of 2022

NOTARY PUBLIC  
UNTIL DECEMBER 31, 2022  
PTR NO. 0789032 K-1/17/2022 PPC  
1RD NO 220274-5/31/2022-18P PASIG CITY

AT



# USUFRUCT

KNOW ALL MEN BY THESE PRESENTS:

THIS deed, made and executed, by and between::

**DAVID OLA CAABAY**, of legal age, married, Filipino, and resident of Barangay Bagong Bayan, El Nido, Palawan, herein called the **NAKED OWNER**, and;

**MENCHIE CAABAY TABLAZON**, of legal age, married, Filipino, and resident of Barangay Bagong Bayab, El Nido, Palawan herein called the **USUFRUCTUARY**.

WITNESSETH; THAT.

1.. The **NAKED OWNER** is the registered owner, possessor and occupant of a certain parcel of land delineated as Lot 1439, Pls 31 covered by OCT/TCT P-4451 located at Barangay Bagong Bayan, El Nido, Palawan and same is more particularly described as follows:

North : ALN 011  
East : Proposed National Road  
Area : NINETY SEVEN THOUSAND ONE HUNDRED THIRTY NINE(97,139)  
SQUARE METERS  
South : Barangay Site  
West : Barangay Road

2.. The **NAKED OWNER** allows the **USUFRUCTUARY** or the beneficial user to make use of a portion of the above-mentioned parcel of land to be used as gasoline station and said portion is more particularly described as follows:

" A PORTION OF LAND MEASURING MORE OR LESS NINE HUNDRED (900) SQUARE METERS"

3.. The usufruct shall be for a period of **TWENTY-FIVE (25) YEARS** subject to **RENEWAL** upon the agreement of the parties.

4.In the event, that, the said usufruct would not be renewed, the **USUFRUCTUARY** shall deliver the possession thereof unto the **NAKED OWNER**.

WITNESS OUR HANDS, at PUERTO PRINCESA, this 08 SEP 2022

*David O. Caabay*  
**DAVID OLA CAABAY**  
Naked Owner  
Senior Citizen's ID 0527

*Menchie Caabay Tablazon*  
**MENCHIE CAABAY TABLAZON**  
Usufructuary  
Barangay ID 2021-176

WITNESSES:

REPUBLIC OF THE PHILIPPINES )  
PROVINCE OF PALAWAN ) S.S.  
PUERTO PRINCESA CITY )

BEFORE ME, at PUERTO PRINCESA on 08 SEP 2022, personally appeared the parties hereto known to me to be the same persons who executed the foregoing instruments, and acknowledged that the same is their free acts and deed.

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

Doc. No. 7  
Page No. 3  
Book No. LXXXIX  
Series of 2022

*Martin E. Ruelo*  
**MARTIN E. RUELO**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2022  
PTR NO. 0789092 K-1/17/2022 PPC  
IBO NO. 226274-S/31/2022-IBP PASIG CITY



Republic of the Philippines  
**COMMISSION ON ELECTIONS**  
EL NIDO (BAGUIO), ILOCOS SUR

VIN: 5312-0020A-C1337DOC10000

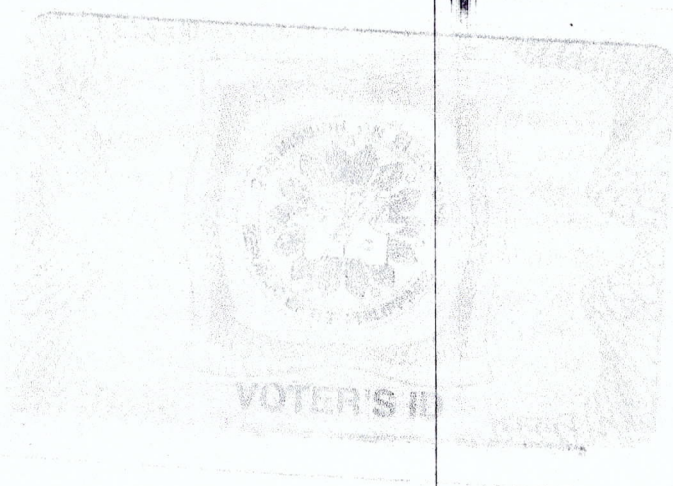

**GAABAY**  
**DAVID**  
**OLA**

Date of Birth : March 03, 1947  
Civil Status : Married  
Citizenship : Filipino  
Address :  
PROPER, BAGONG BAYAN

Precinct No. : 0020A

*Do. Corbay*  
Signature of Voter

*Sixto S. Brillantes, Jr.*  
Chairman





LOT 1435, PLS-31 (PHILCUSA-FOA)

LOT 1439-B  
A=44,053 SQ.M.

LOT 1439-A  
A=44,053 SQ.M.

LOT 1439-C  
A=3,033 SQ.M.  
(EXISTING ROAD)

EXISTING ROAD

NATIONAL ROAD

PUBLIC LAND



# EXTRAJUDICIAL SETTLEMENT OF ESTATE with SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

WE,

DAVID CAABAY, of legal age, married, Filipino and resident of Bagong Bayan, El Nido, Palawan, and MILA CAABAY UBAY, of legal age, married, Filipino and resident of Barangay Bagong Bayan, El Nido, Palawan;

WITNESSETH: THAT :

1. We are the legitimate children, and surviving heirs of the deceased Arsenio Caabay, who died on June 25, 2004 at Bagong Bayan, El Nido, Palawan, without any Will or Testament and without any outstanding debts in favor of any person or entity;

2. The late Arsenio Caabay left a parcel of land situated at Barangay Bagong Bayan, EL Nido, Palawan delineated as Lot No. 1439, PLS 31 under Tax Declaration No. 13-003-0044 P.I.N. 066-13-03-03-014 and with Original Certificate of Title No. P-4451 and said parcel is more particularly described as follows:

North: Assessor's Lot No. 011

South: Barangay Site

East: Proposed National Road

West: Barangay Road

Containing an area of NINETY SEVEN THOUSAND ONE HUNDRED THIRTY NINE (97,139) SQUARE METERS

3. Pursuant to Section 4 Rule 74 of the Rules of Court of the Philippines, the heirs, all of legal ages, with full civil capacity to contract, by these presents agree to divide as they hereby divide and adjudicate among themselves the above described property, **EQUALLY**;

4. FURTHERMORE, we, do hereby **appoint, name and constitute**, WELIA CAABAY FERNANDEZ of legal age, Filipino, married and resident of Barangay Masagana, El Nido, Palawan, as our true and legal representative for and in our names and steads, to perform the following special powers, to wit:

1. To execute, sign, authenticate and enter into any and all contracts and agreements for us and in our names with any person or entity;
2. To bring suit, defend and enter into compromise agreement/s in our names and steads, in connection with action/s brought for or against us, of whatever nature and kind;
3. To sell our abovementioned inherited parcel of land located at Barangay Bagong Bayan, El Nido, Palawan;
4. To demand, claim and receive in full or in part the proceeds of the sale or disposition of the abovementioned parcel of land in the form of check/s and to encash the same and remit the proceeds of the said sale after deducting all the necessary expenses relative to the said sale;
5. To sign for and in our behalf any and all documents in order to effect the transfer of ownership of the abovementioned parcel of land in favor of any interested and qualified buyer chosen by our attorney-in-fact;

Mila C. Uba,  
David O. Caabay



6. To execute and sign any and all documents necessary for the approval of the extrajudicial settlement and sale by the government agencies such as but not limited to Bureau of Internal Revenue (BIR), Provincial Assessor, Provincial Register of Deeds, Municipal Assessor, Department of Environment and Natural Resources (DENR), and Department of Agrarian Reform (DAR), and to pay all the taxes and obligations due to the government;
7. To secure clearances and other documents necessary and required from the government agencies concerned pertaining to the abovementioned parcel of land;
8. To apply, follow up, process, claim and receive our Tax Identification Numbers (TIN) card from the Bureau of Internal Revenue (BIR);
9. To transact, follow up, and process before the government Agencies concerned issuance of a separate Certificate of Title/s in our names or to that of the buyer/s; and;
10. To perform such acts as may be necessary and required in the execution and accomplishment of the powers given to her.

HEREBY GRANTING unto our representative full power and authority to execute and perform every act necessary to render effective the power afore-granted, as though we, ourselves, have so performed it and HEREBY APPROVING ALL that our representative may do by virtue hereof.

WITNESS OUR HANDS, at CITY OF PUERTO PRINCESA, this 29 OCT 2020

The Heirs/Principal:

*David O. Caabay*

DAVID CAABAY

Senior Citizen's ID 0817

Bagong Bayan, El Nido, Palawan

*Mila Caabay-Ubay*

MILA CAABAY-UBAY

Senior Citizen's ID 15662

Bagong Bayan, El Nido, Palawan

With My Conformity:

*Welia Caabay Fernandez*  
WELIA CAABAY FERNANDEZ

Attorney-in-fact

TIN 342-2720494

WITNESSES:




REPUBLIC OF THE PHILIPPINES )  
PROVINCE OF PALAWAN ) S.S.  
PUERTO PRINCESA CITY )

BEFORE ME, at CITY OF PUERTO PRINCESA on 29 OCT 2020, personally appeared the parties hereto known to me to be the same persons who executed the foregoing instruments, consisting of two (2) pages including this page where this acknowledgment is written, signed by the parties on each and every page thereof and acknowledged that the same is their free acts and deed.

This relates to an extrajudicial settlement of estate of a parcel of land with Special Power of Attorney.

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

Doc. No. 479  
Page No. 97  
Book No. LXXIX  
Series of 2020

  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2021  
PTR NO. 5513-01/06/2020-P.P.C.  
IBP NO. 031-02-01/20/2013-IBP, PASIG CITY  
35 CARANDANG STREET, BOY. MANGGAHAN  
PUERTO PRINCESA CITY



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF JUSTICE  
Land Registration Commission

OFFICE OF THE REGISTER OF DEEDS FOR THE Province of Palawan

Original Certificate of Title  
No. 4451

Entered, in accordance with section 122 of Act No. 496, of the Philippine Commission, pursuant to a patent issued by the President of the Philippines, dated at the City of Manila on the 22nd day of May, in the year nineteen hundred and Eighty-eight and spread in the records of the Bureau of Lands as follows:

DEPARTMENT OF AGRICULTURE AND NATURAL RESOURCES

BUREAU OF LANDS

HOMESTEAD PATENT No. 193602

"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 ARSENIO CAABAY has been established and duly consummated in conformity with law for a tract of agricultural public land situated in the barrio of Babaladan, Municipality of El Nido, Province of Palawan, Island of Palawan, Philippines, containing an area of 11 hectares, 39 acres, 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 ARSENIO CAABAY, Filipino, of legal age, married to Elisia Dia and residing in Babaladan, El Nido, Palawan

"TO HAVE AND TO HOLD the said tract of land, with the appurtenances thereto of right belonging unto the said ARSENIO CAABAY 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 incumbrance 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 Agriculture and Natural Resources; that it shall not be incumbered, 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 Agriculture and Natural Resources and solely for 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; 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, CARLOS P. GARCIA 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 the City of Manila, on this, the 21st day of May, in the year of Our Lord one thousand nine hundred and thirty-eight.

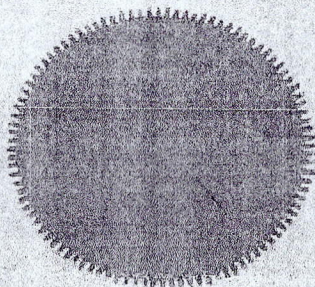
"BY AUTHORITY OF THE PRESIDENT:

MAY 21 1938

JOSE E. REYNOLDS

Under Secretary of Agriculture and Natural Resources

Transcribed in the "Registration Book" for the Province of Palawan, pursuant to the provisions of section 41 of Act No. 496, this 22nd day of May, nineteen hundred and thirty-eight.



Babaladan, El Nido, Palawan  
Owner's Postal Address

FORM-2

REGISTER OF DEEDS



MEMORANDUM OF INCUMBRANCES

Entry No.

(Continued on Page \_\_\_\_\_-C

Register of Deeds



(Continued from Page .....-B)

(Continued on Additional Sheet ..... Page .....)

10379-3

Register of Deeds



LMB Form No. 680 (2-3)

TECHNICAL DESCRIPTION			
LINES	BEARINGS	DISTANCES	
BOUNDARY			
1-2	S 87° 46' E	38.93 m.	
2-3	S 85° 16' E	399.31 m.	
3-4	S 00° 50' E	90.29 m.	
4-5	N 88° 03' W	437.42 m.	
5-1	N 00° 31' W	109.91 m.	
LOT 1439-A-1			
1-2	N 00° 31' W	30.00 m.	
2-3	S 86° 46' E	30.07 m.	
3-4	S 00° 31' E	30.00 m.	
4-1	N 86° 46' W	30.06 m.	
Tie lines from TRIANGULATION STA. "LONG" CAD. 1037-D, EL NIDO CADASTRE to Corner Marked "1"			
LOT NO.	BEARINGS	DISTANCES	
BDRY.	S 11° 07' E	5,062.88 m.	
1439-A-1	S 10° 55' E	5,161.45 m.	

SKETCH  
PLAN

OF LOT 1439-A-1  
PORTION OF LOT 1439-A  
(LRA) PSD-E202203339  
AS PREPARED FOR  
ARSENIO CAABAY  
SITUATED IN THE

URBAN CODE : 13512  
BARANGAY OF: BAGONGSAYAN  
MUN./CITY OF: EL NIDO  
PROVINCE OF: PALAWAN  
ISLAND OF: PALAWEAN  
CONTAINING AN AREA OF  
ZONE NO. /PSS 92  
PFCs-PTM/GRD  
BEARINGS  
SCALE 1:200

CERTIFICATION

I hereby certify that this is a true and correct plan of  
LOT 1439-A-1, PORTION OF LOT 1439-A, (LRA) PSD-E202203339  
as checked and prepared in accordance with the provisions  
of the registration survey.

  
NONITO T. LACHICA  
GEODETIC SURVEYOR  
Reg. Cert. No.: 6590  
License No.: 088072  
Date: 1-26-22

NOVEMBER 18, 2022  
Date Prepared

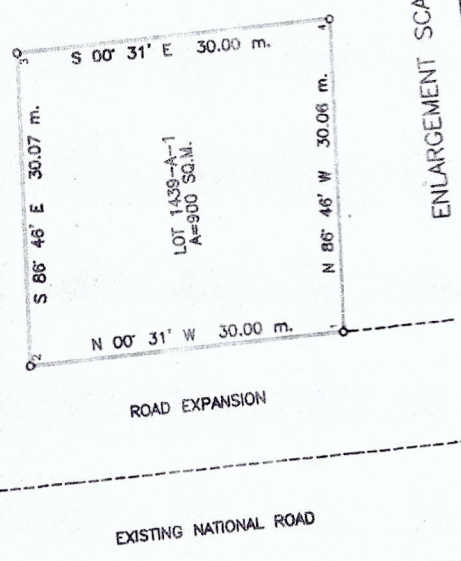
Department of Environment and Natural Resources  
Republic of the Philippines

VERIFICATION

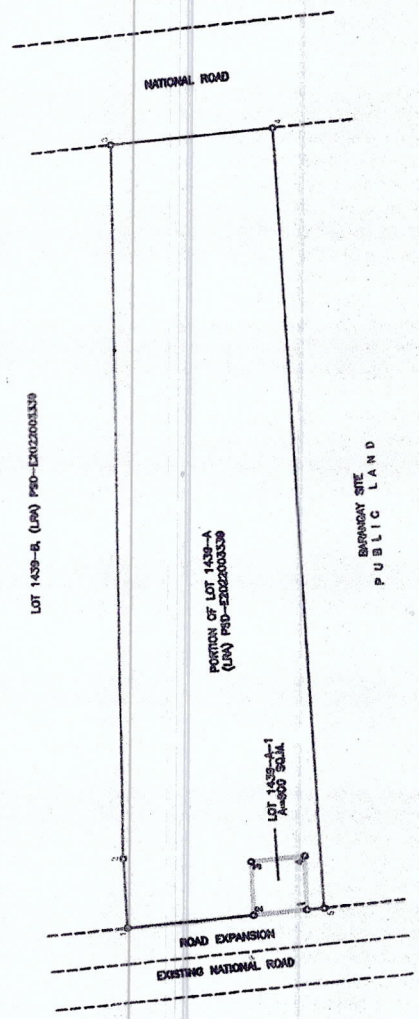
I certify that this survey plan is verified and found to  
conform with survey data/records on file in this office.

DATE \_\_\_\_\_ 2022  
PURPOSE: FOR REFERENCE ONLY

Date Submitted  
ADDITIONAL INFORMATION AFTER DATE OF VERIFICATION



ENLARGEMENT SCALE 1:500

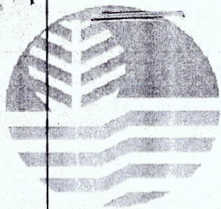


VERIFICATION FEE

Paid under  
O.R. No. \_\_\_\_\_  
Date: \_\_\_\_\_  
Lot/Corner

NOTE:  
All corners are P.S. by cont. marks 15 x 30 cm.





Philippines  
Department of Environment and Natural Resources  
**MIMAROPA Region**  
Community Environment and Natural Resources  
**EL NIDO-TAYTAY MANAGED RESOURCE PROTECTED AREA**  
Calle Real, Barangay Masagana, El Nido, Palawan, 5313  
Landline (048) 716-0674  
Email: [denrpao\\_elnidopal@yahoo.com](mailto:denrpao_elnidopal@yahoo.com) / [entmrpa@gmail.com](mailto:entmrpa@gmail.com)

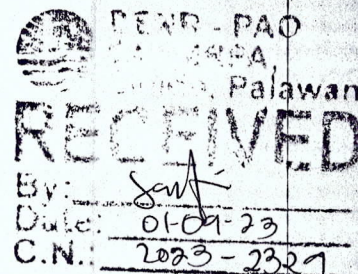
January 04, 2023

**MEMORANDUM**

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

**FROM :** INSPECTING OFFICER  
El Nido-Taytay Managed Resource Protected Area

**SUBJECT :** INSPECTION ON THE AREA FOR THE PROPOSED NEW  
TOWN GASOLINE STATION LOCATED AT BARANGAY  
BAGONG BAYAN EL NIDO PALAWAN



This pertains to the inspection on the proposed New Town Gasoline station at Barangay Bagong-Bayan, El Nido, Palawan as requested by Ms. MENCHIE C TABLAZON. The proposed area is portion of lot no. 1439-pls-31 containing an area of Nine Hundred (900) square meter. The area is also covered by Original Certificate of Title P-4451 named under Arsenio Caabay. The area is within the multiple use zone of the approve Protected Area Management Zoning and within the jurisdiction of El Nido Taytay Managed Resource Protected Area.

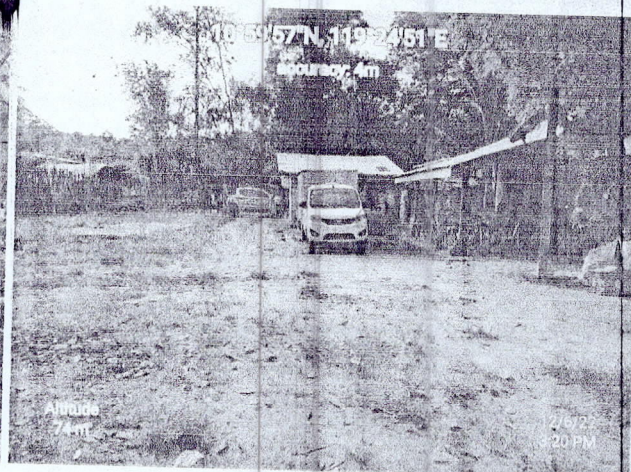
Recommending for the issuance of Protected Area Zoning certification as requirement for securing PAMB endorsement.

For information and consideration.

  
**JENUEL P. CASEL**



## PHOTO DOCUMENTATIONS



## CERTIFICATION

I hereby certify that the above photos are true and correct and taken during the inspection at Bgy. Bagong Bayan, El Nido, Palawan on December 6, 2022.

  
**BRET HARJO SANOGAL**  
Park Ranger



SIGNIFICO VISTA VENTURES INC.

April 28, 2021

ENGR. ALLAN L. VALLE

CENRO

Department of Environment and Natural Resources

El Nido, Palawan

Dear Engr Valle,

Greetings.

This is in compliance to the commitment of our Caalan Lihim Resort, we are submitting herewith the verification survey as required in determining the easement zone within our property. We are hoping that this will be a substantial document necessary for any agreements and other instrumentalities to legalize the occupancy of our resort and in conducting our business as well.

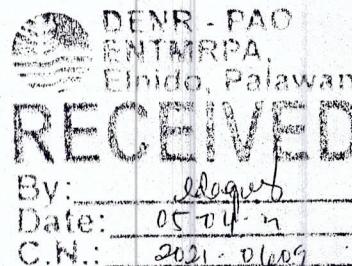
We are hoping for your favorable consideration and looking forward for more stakeholders partnership.

Thank you.

Very truly yours,

**RAYMUNDO A. GABARRA, JR**  
Representative

1782 Candelaria Corner N. Garcia Sts., Valenzuela, Makati City – Telephone 7759-9888 local 1294







DENR-PAO  
ENTWIPA  
El Nido Palawan

RECEIVED

By: lday  
Date: 04-28-21  
C.N.: 207-584

LOT 451, CNO, 103-D

EXISTING ROAD (10.03M WIDE)

TRUE

LOT 452, CNO, 103-D

12

10

11

LOT 453, CNO, 103-D

VERIFICATION SURVEY  
ELEMENT PROJECTION

LOT B, PSD-04-186355  
MASAGANAA, EL NIDO, PALAWAN

SHEET CONTENTS

VERIFICATION PLAN

TECHNICAL DESCRIPTION

AREA

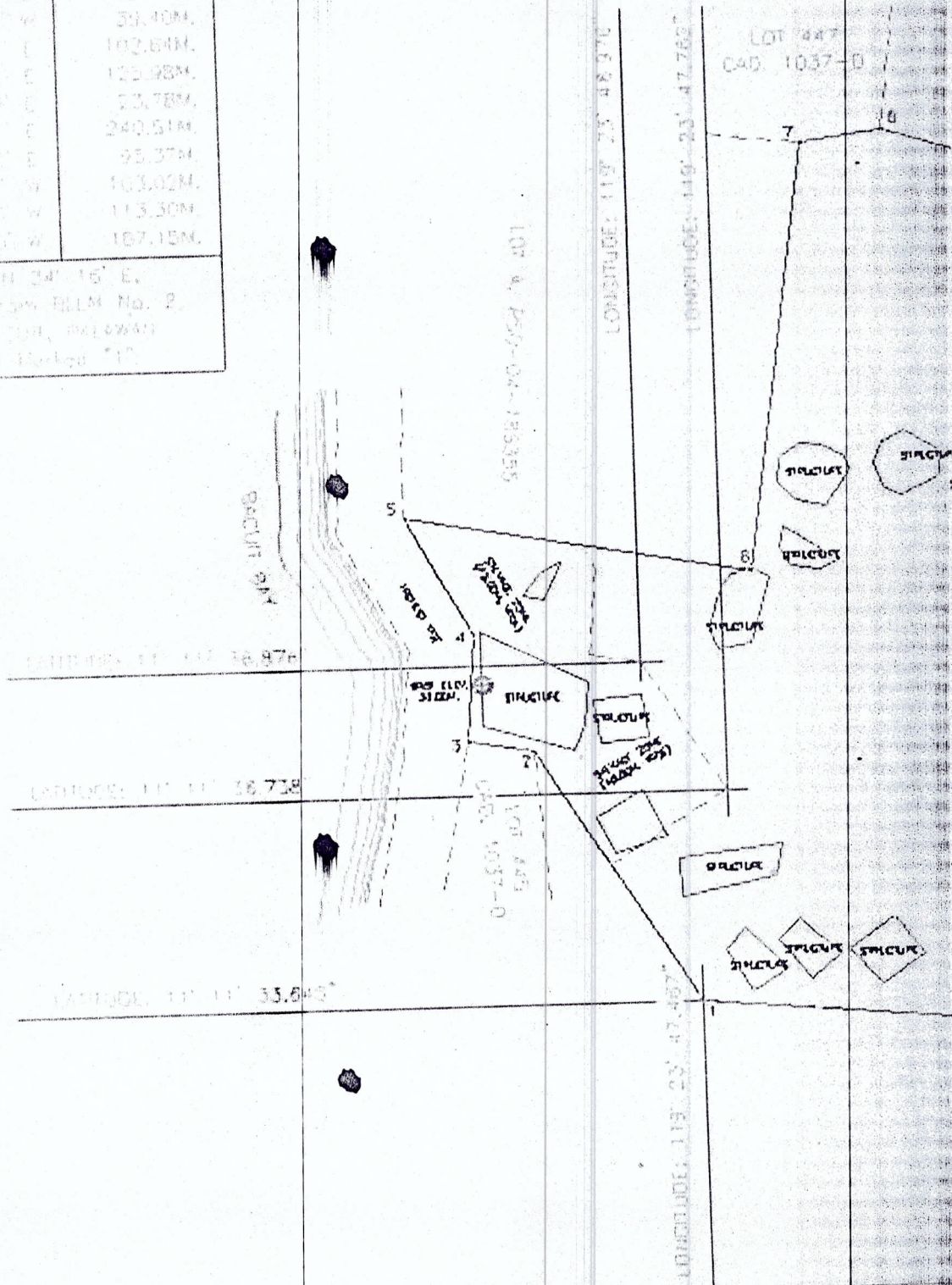
74,185 SQ.M.

SHEET





DESCRIPTIVE INFORMATION		
LINE	BEARING	DISTANCES
LOT 8, PSD-04-186355		
1-2	N 31° 12' W	87.52M.
2-3	N 79° 43' W	19.48M.
3-4	N 05° 38' E	31.47M.
4-5	N 11° 38' W	39.40M.
5-6	S 79° 21' E	102.64M.
6-7	N 05° 48' E	125.98M.
7-8	N 02° 27' E	23.78M.
8-9	S 72° 21' E	240.51M.
9-10	S 24° 22' E	95.37M.
10-11	S 19° 37' W	103.02M.
11-12	S 24° 07' W	113.30M.
12-1	N 84° 00' W	187.15M.
THE LINE, N 34° 15' E, 1,038.07M., FROM BLM No. 2 TOP OF CURVE, FOLLOWING TO CORNER MARKED "1"		



NONITO T. LACHICA	SURVEYED FOR:	
	DATE TO THE	4560
	DATE	01-01-03
	DATE OF SURVEY	03-11-01
SIGNIFICO VISTA VENTURES, INC.		



PSD-04-186355

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

Registry of Deeds for Province of Palawan

Transfer Certificate of Title

OWNER'S DUPLICATE • OWNER'S DUPLICATE • OWNER'S DUPLICATE • OWNER'S DUPLICATE • OWNER'S DUPLICATE

No. 065-2015000153

IT IS HEREBY CERTIFIED that certain land situated in BRGY. OF MASAGANA, MUNICIPALITY OF EL NIDO, PROVINCE OF PALAWAN, ISLAND OF PALAWAN, more particularly bounded and described as follows:  
LOT B, PSD-04-186355 A PARCEL OF LAND (LOT B, OF THE SUBDIVISION PLAN, PSD-04-186355, BEING A PORTION OF H-193831, LRC RECORD NO. \_\_\_\_\_), SITUATED IN THE BRGY. OF MASAGANA, MUNICIPALITY OF EL NIDO, PROVINCE OF PALAWAN, ISLAND OF PALAWAN, BOUNDED ON THE SW., ALONG LINE 1-2 BY (Continued on next page)

is registered in accordance with the provision of Section 103 of the Property Registration Decree in the name of

Owner: SOUTHRIDGE ORCHARD ENTERPRISES, INC. - 31,800 SQ. MTS.  
SHARE

Address: 8427 DR. A. SANTOS AVENUE, SUCAT, PARAÑAQUE CITY  
(Continued on next page)

subject to the provisions of the said Property Registration Decree and the Public Land Act, as well as to those of the Mining Laws, if the land is mineral, and subject, further, to such conditions contained in the original title as may be subsisting.

IT IS FURTHER CERTIFIED that said land was originally registered as follows:

Patent Type: Homestead Patent

Patent Date: 08/30/1939

Under Act No.: P.D. 1529

Volume No.: 2

Original Owner: MIGUEL MAGDAYAO

Original RD: PROVINCE OF PALAWAN

OCT Date: 11/17/1939

OCT No.: OCT-G-724

Page No.: 224

This certificate is a transfer from TRANSFER CERTIFICATE OF TITLE T-21641 (TOTALLY CANCELLED) by virtue hereof in so far as the above-described land is concerned.

Entered at Province of Palawan, Philippines on the 24th day of FEBRUARY 2015 at 01:40pm.

ATTY. MARICAR O. MISA-TAN  
Register of Deeds II - Palawan Province





TCT No.: 065-2015000153

Page No.: 2

**OWNER INFORMATION** (Continued from page 1)

Owner: SIGNIFICO VISTA VENTURES, INC. - 42,396 SQ. MTS. SHARE-AS  
CO-OWNERS.

Address: 1782 CANDELARIA CORNER N. GARCIA STS., VALENZUELA MAKATI  
CITY

**TECHNICAL DESCRIPTION** (Continued from page 1)

LOT 444; ALONG LINE 2-3 BY LOT 445 AND LOT 509, ALL OF CAD 1037-D, EL NIDO CADASTRE; ON THE NW., ALONG LINES 3-4-5 BY EXISTING SALVAGE ZONE (20.00 M. WIDE); ALONG LINES 4-6-7 BY LOT A. OF THE SUBD. PLAN; ON THE NE., ALONG LINE 7-8 BY LOT 477; ALONG LINE 8-9-10 BY LOT 451 AND LOT 450; ON THE SE., ALONG LINE 10-11 BY LOT 453; AND ON THE SW., ALONG LINES 11-12-1 BY LOT 785, ALL OF CAD 1037-D, EL NIDO CADASTRE. BEGINNING AT A POINT MARKED "1" ON PLAN, BEING N. 34-16 E., 1028.94 M. FROM B.L.L.M. NO. 2, MAP OF BACUIT, PALAWAN; THENCE N. 31-12 W., 87.52 M. TO POINT 2; THENCE N. 79-43 W., 19.48 M. TO POINT 3; THENCE N. 05-38 E., 31.47 M. TO POINT 4; THENCE N. 29-38 W., 39.40 M. TO POINT 5; THENCE S. 79-21 E., 102.64 M. TO POINT 6; THENCE N. 08-44 E., 125.98 M. TO POINT 7; THENCE N. 82-27 E., 23.78 M. TO POINT 8; THENCE S. 72-21 E., 240.51 M. TO POINT 9; THENCE S. 21-23 E., 95.37 M. TO POINT 10; THENCE S. 15-37 W., 103.02 M. TO POINT 11; THENCE S. 84-20 W., 113.30 M. TO POINT 12; THENCE N. 94-00 W., 187.15 M. TO POINT OF BEGINNING; CONTAINING AN AREA OF SEVENTY FOUR THOUSAND ONE HUNDRED NINETY FIVE (74,195) SQUARE METERS. ALL POINTS REFERRED TO ARE INDICATED ON THE PLAN AND ARE MARKED ON THE GROUND BY P.S. CYL. CONC. MONS. 15X60 CMS.; BEARINGS TRUE; DATE OF ORIGINAL SURVEY, FEB. 15-16, 1939; AND THAT OF THE SUBD. SURVEY, MAY 3, 2006; AND WAS APPROVED ON NOV. 15, 2006.



Judicial Form No. 140-B  
(Revised Feb 2013)

TCT No.: 065-2015000153

Page No.: 3

MEMORANDUM OF ENCUMBRANCES

Entry No.: 2015000322

Date: February 24, 2015 01:40:35PM

LIABILITIES UNDER SECTION 4 RULE 74 : SUBJECT TO TWO (2) YEARS PERIOD PURSUANT TO SEC. 4 RULE 74 OF THE NEW RULES OF COURT, IN FAVOR OF ANY POSSIBLE HEIRS, CREDITORS OR ANY PERSON WHO MAYBE DEPRIVED OF THEIR LAWFUL PARTICIPATION IN THE ESTATE OF THE DECEASED.

(SGD) ANTONIETO B. JUSTO  
REGISTER OF DEEDS II

COPIED FROM TCT NO. T-21641

ATTY. MARICAR D. MISA-TAN 3/20/15  
Register of Deeds II - Palawan Province







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

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

Calle Real, Barangay Masagana, El Nido, Palawan, 5313

Contact No. GLOBE (0917-1103-262)

Email: [denrpao@elnidopal@yahoo.com](mailto:denrpao@elnidopal@yahoo.com) / [entmrpa@gmail.com](mailto:entmrpa@gmail.com)

May 31, 2021

**MEMORANDUM**

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

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

**SUBJECT :** **DELINEATION OF EASEMENT ZONE OF CAALAN LIHIM  
RESORT OWNED BY SIGNIFICO VISTA VENTURES INC.  
LOCATED AT SITIO CAALAN, BARANGAY MASAGANA, EL  
NIDO, PALAWAN**

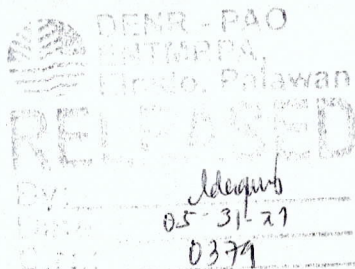
Respectfully forwarded is the memorandum from Park Maintenance Foreman Jenuel P. Casel dated May 20, 2021 pertaining to the above subject with attachments.

PMF Casel together with Forest Technician Christian O. Cuyo assisted Engr. Nonito Lachica in conducting easement delineation and verification survey over the vicinities of Caalan Lihim Resort owned by Significo Vista Ventures Inc. in compliance to their commitments during the technical conference last October 7, 2020 held at this office and facilitated by CENRO Alan L. Valle.

Results of the delineation disclosed that the swimming pool, resto/bar/kitchen, villas, guard house are within the delineated 40 meter easement zone, thus, in violation pursuant to the Section 20 (v) of RA 11038 otherwise known as the "ENIPAS Act of 2018" stated as follow: *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 the Article 51 of Presidential Decree No. 1067: Provided, that construction for common usage wharves and shoreline shall be permitted by the PAMB only after thorough EIA.*

Verification survey was also conducted to determine the portions of Caalan Lihim Resort that encroached the timberland area per attached letter from Mr. Raymundo Gabarra Jr. and photocopy of verification survey by Geodetic Engineer Nonito T. Lachica.

For information and further instruction.



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





Republic of the Philippines  
Department of Environment and Natural Resources  
**MIMAROPA Region**  
Community Environment and Natural Resources  
**EL NIDO-TAYTAY MANAGED RESOURCE PROTECTED AREA**  
Calle Real, Barangay Masagana, El Nido, Palawan, 5313  
Contact No. GLOBE (0917-1103-262)  
Email: [denrpao\\_clnidopal@yahoo.com](mailto:denrpao_clnidopal@yahoo.com) / [entmrpa@gmail.com](mailto:entmrpa@gmail.com)

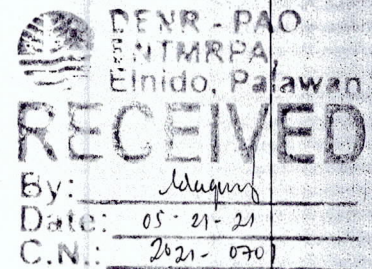
May 20, 2021

**MEMORANDUM**

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

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

**SUBJECT :** DELINEATION OF EASEMENT ZONE OF CAALAN LIHIM  
RESORT OWNED BY SIGNIFICO VISTA VENTURES INC.  
LOCATED AT SITIO CAALAN, BARANGAY MASAGANA EL  
NIDO, PALAWAN



Please be informed that on March 11, 2021. The undersigned together with Forest Technician II CHRISTIAN O. CUYO of CENRO Taytay, assisted Engineer NONITO LACHICA, to the delineation of easement zone and verification survey of the property claimed by SIGNIFICO VISTA VENTURES INC. The activity was then part as a commitment of the said corporation during the conducted technical conference regarding their business, construction over their claimed property. During the delineation, structures like, swimming pool, Resto/Bar/Kitchen, Villas, Guard house was encroached to the 40 meters easement and violates paragraph V of section 20 of Republic Act No.11038 that states constructing any permanent structure within the forty(40) meter easement for the high water mark. Further the verification survey was conducted to verify if there were structures encroached to the timberland area.

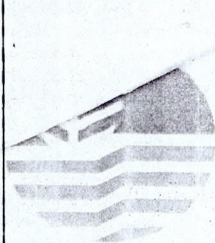
Other more the proponent submitted verification survey and easement projection over lot B. PSD-04-186355(see attached) located of Barangay Masagana, El Nido Palawan.

For your information and evaluation.

**JENUEL P. CASEL**

Park Maintenance Foreman





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

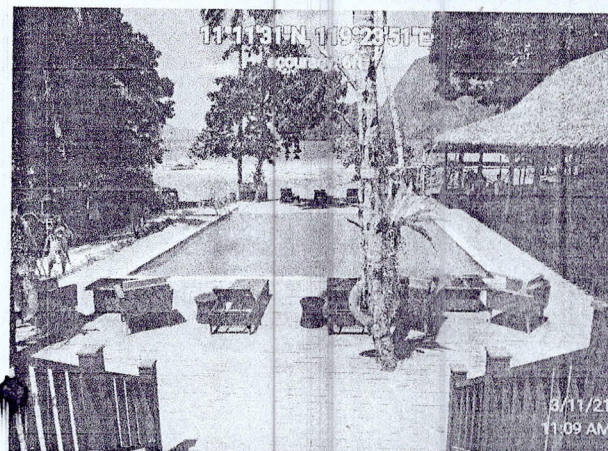
Community Environment and Natural Resources  
**EL NIDO-TAYTAY MANAGED RESOURCE PROTECTED AREA**

Calle Real, Barangay Masagana, El Nido, Palawan, 5313

Contact No. GLOBE (0917-1103-262)

Email: [denrpao](mailto:denrpao) [elnidopal@yahoo.com](mailto:elnidopal@yahoo.com) / [entmrpa@gmail.com](mailto:entmrpa@gmail.com)

**PHOTO DOCUMENTATION**



**CERTIFICATION**

This is to certify that the above photos were true and correct and taken during the delineation of easement zone of CAALAN LIHIM RESORT and photo documentation of structures affected dated March 11, 2021.

**JENUEL P. CASEL**  
Park Maintenance Foreman





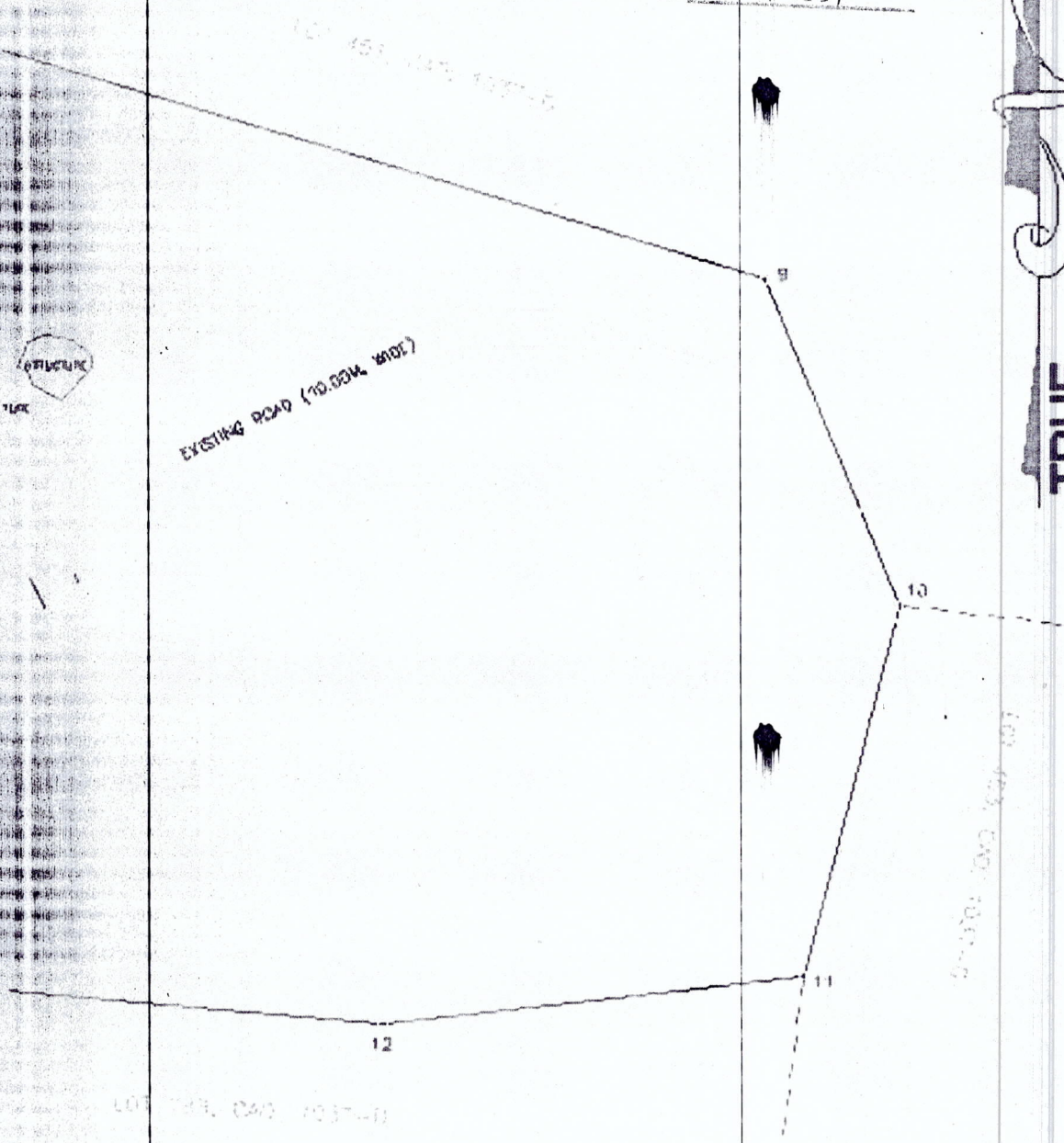




**DENR - PAO**  
**ENTRPA**  
**El Nido, Palawan**  
**RECEIVED**

By: ddagud  
 Date: 04-28-21  
 C.N.: 2021-0584

TRUE

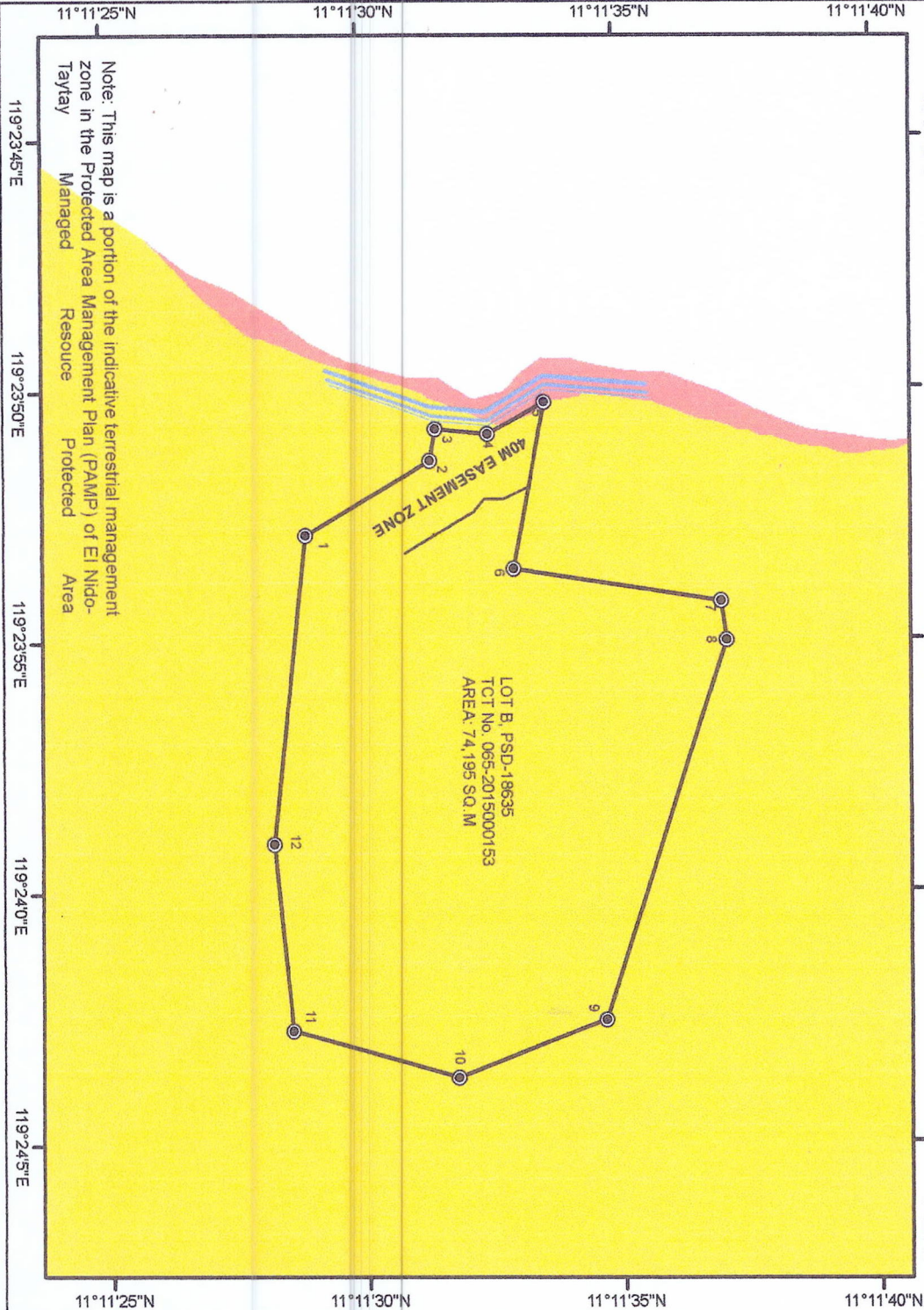
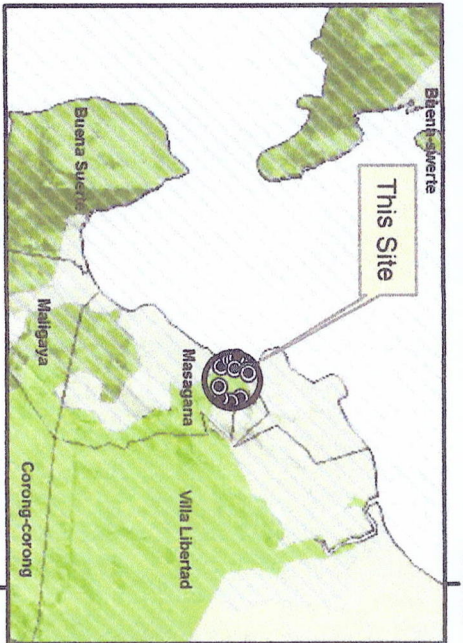
EXISTING ROAD (10.00M. WIDE)



PROJECT TITLE / LOCATION	SHEET CONTENTS	AREA	SHEET
<b>VERIFICATION SURVEY</b> <b>EMENT PROJECTION</b> <b>LOT 8, PSD-04-186355</b> <b>MASAGANAA, EL NIDO, PALAWAN</b>	VERIFICATION PLAN TECHNICAL DESCRIPTION	74,198 SQ.M.	



TECHNICAL DESCRIPTION							
THE POINT GEOGRAPHIC COORDINATE	DISTANCE	LONGITUDE			LATITUDE		
		DEGREES	MINUTES	SECONDS	DEGREES	MINUTES	SECONDS
119		23		52.662	11		11
B E A R I N G							
CORNER	DISTANCE	Direction n/s		DEGREES		SECONDS	
TIE LINE							
1-2	87.52	N		31		12	0.00
2-3	19.48	N		79		43	0.00
3-4	31.47	N		5		38	0.00
4-5	39.40	N		29		38	0.00
5-6	102.64	S		79		21	0.00
6-7	126.98	N		8		44	0.00
7-8	23.78	N		82		27	0.00
8-9	240.51	S		72		21	0.00
9-10	96.37	S		21		23	0.00
10-11	103.02	S		15		37	0.00
11-12	113.30	S		84		20	0.00
12-1	187.15	N		84		0	0.00

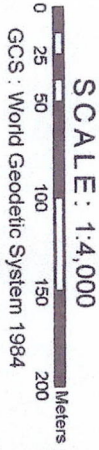


**SKETCH MAP**  
**SHOWING THE PROTECTED AREA**  
**ZONING OF LOT B, PSD-04-186355,**  
**COVERED WITH TCT NO. 065-2015000153**

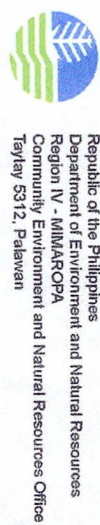
**CO-OWNED BY**

**SIGNIFICO VISTA VENTURES, INC.**

**Located at** Sitio Caalan, Barangay Masagana,  
El Nido, Palawan



Legend		Land Classification	
○	Corner	□	Alienable & Disposable
□	Area	■	Forestland
		■	UPF
		■	Protected Area Zone
		■	Multiple Use Zone
		■	Strict Protection Zone



Prepared by:  
**FOR: CHRISTIAN CUYO**  
**FT II/Chief, Monitoring Unit**

Checked and Verified by:  
**FOR: MILDRED A. SUZA**  
**Supervising ECOMS/PASU, ENTMRPA**

Attested by:  
**ENGR. ALAN L. VALLE**  
**CENRO**