LAND AND RIGHT-OF-WAY ACQUISITION REPORT
North and South Pasig Sewerage System
October 12, 2017
EXECUTIVE SUMMARY

The North and South Pasig Sewerage System of the Manila Water Company, Inc. is being financed under the Metro Manila Wastewater Management Project (MWMP). The project has two (2) components: 1) Ilugin STP and 2) Sewer Network. It is being carried out in two phases. Phase I includes 49.81 kilometers of pipes. This report summarizes the right-of-way and land acquisition activities for Phase I. The land acquisition for Phase II to complete the requirements of the project will be provided in a separate report.

The sewer network contracts are at various stages of development. During the detailed design of the sewer network, several lots were identified to be acquired through willing buyer-willing seller approach for the locations of pump and lift stations, and pipelaying. For the pipelaying in closed communities, it requires to secure permit through right-of-way agreements to list down the conditions of the homeowner’s associations. The table below outlines the requirements and mode of acquisition for each parcel of lot and records the areas where there is an agreement between homeowners associations and Manila Water.

<table>
<thead>
<tr>
<th>Project</th>
<th>Affected Area</th>
<th>Size</th>
<th>Mode of Acquisition</th>
</tr>
</thead>
<tbody>
<tr>
<td>North Pasig 1 Sewer</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>North Pasig 1 Pump Station</td>
<td>Lot 5, Riverside Drive, Bagong Ilog, Pasig City</td>
<td>1,224 square meters</td>
<td>Acquired using willing buyer-willing seller mode</td>
</tr>
<tr>
<td>South Pasig 1A</td>
<td>Rizal High School, Brgy. Caniogan, Pasig City</td>
<td>2 square meters</td>
<td>Secured approval letter from the school Principal</td>
</tr>
<tr>
<td>South Pasig 1B</td>
<td>Lot 9, Block 2, Luis St. Barangay San Miguel, Pasig City</td>
<td>131 square meters</td>
<td>Acquired using willing-buyer willing-seller mode</td>
</tr>
<tr>
<td>South Pasig 2</td>
<td>Lot 20 Block 6 Diamond Street, Greenwoods Executive Village Phase IVB, Barangay Pinagbuhatan, Pasig City</td>
<td>150 square meters</td>
<td>Acquired using willing-buyer willing-seller mode</td>
</tr>
<tr>
<td>South Pasig 2</td>
<td>Diamond Street, Greenwoods Executive Village Phase IVB, Barangay Pinagbuhatan, Pasig City</td>
<td>n/a, pipelaying only under the road</td>
<td>Secured Right-of-Way Agreement with the Homeowners Association</td>
</tr>
<tr>
<td>South Pasig 3</td>
<td>Greenwoods Executive Village Phase IVA, Pasig City</td>
<td>n/a, pipelaying only under the road</td>
<td>Secured Right-of-Way Agreement with the Homeowners Association</td>
</tr>
<tr>
<td>South Pasig 3</td>
<td>Greenwoods Executive Village Phase IVB, Pasig City</td>
<td>n/a, pipelaying only under the road</td>
<td>Secured Right-of-Way Agreement with the Homeowners Association</td>
</tr>
<tr>
<td>South Pasig 3</td>
<td>Parkwood Greens Executive Village, Pasig City</td>
<td>n/a, pipelaying only under the road</td>
<td>Secured Right-of-Way Agreement with the Homeowners Association</td>
</tr>
<tr>
<td>-----------------------</td>
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</tr>
<tr>
<td>South Pasig 3</td>
<td>Pasig Greenland Village, Pasig City</td>
<td>n/a, pipelaying only under the road</td>
<td>Secured Right-of-Way Agreement with the Homeowners Association</td>
</tr>
</tbody>
</table>

The lots acquired for North 1 Pump Station and South Pasig 1B are adequate for the construction of pump and lift stations. The works for these projects are ongoing. The remaining areas cited in the table above are still available for construction. As of date, there is no outstanding issue on all the abovementioned areas.
BACKGROUND ON NORTH AND SOUTH PASIG SEWERAGE SYSTEM

The North and South Pasig sewerage system has 2 major components namely the 100 Million Liters per Day (MLD) Ilugin Sewage Treatment Plant (STP) and the 65 kilometer interceptor pipe network. The project aims to intercept the used water within the North and South Pasig sub-catchment prior to discharge into the waterways and convey to the Ilugin STP for used water treatment. Manila Water, through Land Bank of the Philippines, engaged with World Bank to finance the project.

The project is being carried out in two phases. Phase I includes 49.81 kilometers of pipes. This report summarizes the right-of-way and land acquisition activities for Phase I. The land acquisition for Phase II to complete the requirements of the project will be provided in a separate report.

This report also intends to document the resolution on land acquisition through willing buyer- willing seller scheme and right-of-way requirements for the following priority contract packages for sewer network:

- 12.49 KM North Pasig Package 1 Sewer (Libis – Bagong Ilog via C5, J. Vargas to C5)
- 430 M Force Main included in North Pasig Package 1 Pump Station (Barangay Bagong Ilog)
- 5.04 KM South Pasig Package 1A (Barangay San Jose to Barangay Pinagbuhatan)
- 8.25 KM South Pasig Package 1B (Barangay Rosario to Barangay Pinagbuhatan)
- 5.6 KM South Pasig Package 2 (Barangay Pinagbuhatan)
- 18 KM South Pasig Package 3 (Pasig Town Proper)

NORTH PASIG PACKAGE 1 SEWER

The North Pasig Package 1 Sewer Network contract is a component of the sewerage system. This includes pipelaying for diameter ranging from 200 mm to 1400 mm. This contract covers the cities of Mandaluyong, Quezon City and Pasig City. The roads where the pipes will be laid are main thoroughfare thus it necessitates to utilize trenchless method to avoid inconvenience to motorists.
The yellow line in Figure 1 represents the North Pasig Package 1 Sewer Network. There is no land acquisition needed for this component because the sewer network will be laid within major roads such as, C5 and J. Vargas, through pipe jacking method. However, prior any construction, an excavation permit must be acquired from Quezon City local government unit, Pasig City local government unit, MMDA, and DPWH. Attached as Annex A are various permits acquired for this contract.

**NORTH PASIG PACKAGE 1 PUMP STATION**

The proposed property for Bagong Ilog Pump Station (red dot) is located at Lot 5, Riverside Drive, Bagong Ilog, Pasig City with TCT No. 475767. The property is classified as industrial and owned by a private company named KENRAM PHILIPPINES INC. The entire property has a lot area of 1,224 square meters. The original requirement of the project is to acquire at least 500 square meter property for a 103 Million Liters per Day (MLD) pump station that will convey the sewage flows of North Pasig sub-catchment to Ilugin Sewage Treatment Plant. The pump station to be situated at this subject property will be part of the works to be constructed for the North Pasig Package 1 Pump Station contract. At the time of due diligence up to present, the property is vacant. The classification of the vicinity is residential.

The agreement with the private owners was through willing buyer-willing seller scheme. The Bagong Ilog property was acquired on April 8, 2013. See attached Annex B – Deed of Absolute Sale for Bagong Ilog / Kenram Property. The property was transferred to Manila Water. See attached Annex C.

From the Bagong Ilog pump station, the yellow line represents the force main that is required to convey the sewage flows to the other side of the Marikina River. A right-of-way must be acquired from the Pasig LGU to connect the pipe to the South Pasig Package 1A which is connected to Ilugin STP. The picture below
shows that the pipe will be laid within the existing basketball court and community area of Barangay San Jose which is under the jurisdiction of the Pasig LGU.

The Pasig LGU issued its No Objection Letter last August 28, 2015 in utilizing the Barangay San Jose basketball court to implement a portion of pipe laying at the area. Please see attached Annex D – No Objection Letter from Pasig LGU. To utilize the interior road within the community area, the contractor secured an excavation permit as a requirement from the Pasig LGU. Please see Annex E – Excavation Permit.

**SOUTH PASIG PACKAGE 1A**

Using Figure 3, the green line represents the alignment of the 5 kilometer sewer network for the South Pasig Package 1A contract. In previous report, there is no right-of-way requirement for this contract. However, recent Department Order No. 73, Series of 2014 issued by Department of Public Works and Highways prohibits any obstruction within the agency’s right-of-way. This prompt Manila Water to relocate the 2 square meter Motor Control Center (MCC) from the initial location at the sidewalk.

During the site inspection, the area of the Rizal High School was identified to be the most feasible location for the MCC. Manila Water requested from the principal to utilize a portion of their property for the installation of the MCC. In March 30, 2015, [Principal Name], principal of Rizal High School, grant the request of Manila Water. Attached in Annex F is the approval letter from [Principal Name].
The 8 kilometer South Pasig 1B is located along major roads within Pasig City. Part of the components of the sewer network is an 11 MLD pump station. The pump station requires an approximately 120 square meter lot to be acquired. With this requirement, Manila Water commissioned CESSON APPRAISAL CORPORATION to conduct a due diligence on the proposed property.

The proposed property for Luis Pump Station is located at Lot 9, Block 2, Luis St. Barangay San Miguel, Pasig City with TCT No. PT-108955. The property is owned by spouses Marcos Santana and Nieves Santana. The entire lot area is 131 square meters which is sufficient for an 11 MLD pump station. At the time of due diligence up to present, the property is vacant. The classification of area is residential. The titles were found clean and ideal for acquisition.

After the appraisal of the subject properties, Manila Water provided their initial offer to the private owners through the representation of CESSON APPRAISAL CORPORATION for the Luis property. The agreement with the private owners was through a willing buyer-willing seller scheme. The Luis property was acquired on December 12, 2012. Attached in Annex G and H is the executed Deed of Absolute Sale between MWCI and the private owners for Luis and a copy of the TCT under the name of Manila Water.
South Pasig 2 is composed of 5 kilometer sewer network and lift station. This component covers the municipality of Taytay, Rizal and Barangay Pinagbuhatan, Pasig City. South Pasig 2 will be connected to Ilugin STP via pipelaying at Greenwoods Phase IV B subdivision, a parcel of lot, and eventually cross under Ilugin River.

Manila Water secured a right-of-way from Sta. Lucia Realty Development and Greenwoods Homeowners Association to lay the pipes within the Greenwoods Phase IV B subdivision. See attached Annex H and I – Memorandum of Agreement between Manila Water and Sta. Lucia Realty Development and Greenwoods Phase IV B Homeowners Association, respectively.

To complete the connection to Ilugin STP, a parcel of lot must be acquired. Typical lot area within the subdivision is 154 square meters. A parcel of lot was acquired through willing buyer – willing seller scheme. Manila Water entered into an agreement to acquire the property at Lot 20 Block 6 Diamond Street, Greenwoods Executive Village Phase IVB, Barangay Pinagbuhatan, Pasig City from private owners [redacted]. Attached as Annex J and K are the Deed of Absolute Sale and TCT under the name of Manila Water.
The 18 KM South Pasig Package 3 lateral sewers are connected to the main sewer lines (South Pasig 1A and 1B). These lines are situated to different locations within the Pasig Town Proper. Most of private residential subdivisions are located within the Pasig Town Proper. Based on the due diligence, these private subdivision where Manila Water will situate their lift stations and lateral sewers are owned by a real estate developer, Sta. Lucia Realty & Development, Inc. Manila Water enter into an agreement with Sta. Lucia Realty & Development, Inc. and respective Homeowners Association such as Greenwoods Executive Village Phase IVA and B, Parkwood Greens Executive Village and Pasig Greenland Village. Attached as Annex L are the agreements with various subdivisions.
ANNEX A.

VARIOUS PERMITS FOR NORTH PASIG 1 SEWER
March 22, 2016

2nd Endorsement

Returning to the District Engineer, Metro Manila I District Engineering Office, West Bank Road, Manggahan Floodway, Rosario, Pasig City, the application for Excavation Permit of F.F. Cruz & Co., Inc. / Manila Water Company, Inc. (MWCI), represented by Mr. Angelito M. Sayo, for the Proposed Pipelaying of Main Sewer Interceptor Network Project through Micro Tunneling (Horizontal Directional Drilling) and Open Excavation along E. Rodriguez Jr. Ave. (C-5) Ave., South-Bound, (Boundary of Q.C. & Pasig to Pasig Blvd.), and Pasig Blvd. (Capitol to C-5 Road), respectively, all in Pasig City (refer to verified location plan/pictures attached), duly approved.

Advise the proponent/contractor and require him to strictly comply with the additional conditions and requirements stated in the excavation/digging permit.

Likewise, you are directed to assign a permanent representative (Project Engineer) to supervise the implementation of the project to ensure compliance of the contractor on the enumerated set of conditions/requirements and with existing DPWH Design Standard and Specifications.

MELVIN B. NAVARRO, MNSA, CESO IV
Regional Director

cc: Mr. ANGELOTO M. SAYO
F.F. Cruz & Co., Inc.
#800 Edsa, Quezon City
This is to certify that MWCI / F.F. Cruz & Co., Inc., (Name of Utility Agency/Applicant)
Represented by Mr. Angelito M. Sayo (Name of Authorized Officer)
Nationality Filipino

With business address at #800 EDSA, Quezon City has been granted an EXCAVATION/DIGGING PERMIT, after a judicious review and evaluation of their Application to undertake excavations and diggings, and after complying all requirements, under the following conditions:

Purpose of the Excavation/Digging: Pipelaying of Main Sewer Interceptor Network through Micro Tunnelling and Open Excavation/Trench

Location of Project: Along the following streets

1) E. Rodriguez Jr. Ave. (C-5), South-Bound, (Boundary of Q.C./Pasig to Pasig Blvd.)
   Length = 3,265.80 meters, Pipe Ø = 1,000 - 1,200mm., with 35-unit of Launching Pit

2) Pasig Blvd. (Capitol 8 to C-5 Road) / (Open Excavation/Trench)
   Length = 879.80 meters, Pipe Ø = 200mm., with 15-unit of Manholes, all in Pasig City

Duration of Work: Four hundred fifty (450) Calendar Days

This Permit shall be effective for a period of Four hundred fifty (450) Days, counted from the date of issuance by the DPWH office concerned as may be extended upon (i) payment of the necessary fees and (ii) approval by DPWH of the extension. Applicant shall be charged a non-refundable amount equivalent to 1% of the remaining restoration cost for every day of delay beyond the original or extended period, as liquidated damages, in no case shall exceed 15% of the total restoration cost as liquidated damages. Non-payment of the liquidated damages shall be a ground for the blacklisting of the Applicant.

Furthermore, the contractor shall at all times strictly comply with the following additional conditions and requirements aside the Terms and Conditions under the D.O. No. 26 series of 2011:

1. The concerned proponent/contractor is required at his own expense the provision of appropriate traffic barricades throughout the duration of the project to caution and warn the public particularly the motorists and to submit notice to proceed/commence work, copy furnish this office for our information in the monitoring of the project.

2. The restoration of affected area by the launching and receiving shafts/pitcon concrete pavement shall be reblocking 3.50m. x 9.00m, in dimension in every manhole (pipe jacking/drilling point) location along C-5 Road, and shall be reblocking 3.50m. x 879.80m. along Pasig Blvd., including asphalt overlay of 0.05m. in thickness; and should use cement treated base (CTB) of 0.30m. in thickness on excavated section only. Likewise, strict compliance with the DPWH Design Standard and Specifications and the Terms & Conditions under D.O. No. 26 series of 2011 shall be observed at all times.
3. The proponent shall restore all affected other DPWH structures and facilities (if any) to its original or better condition to the satisfaction of the DPWH, including damaged existing flood control and drainage structure (if any) should be immediately restored and maintained in order to be fully functional/operational.

4. Informative project Billboards and Signages shall be properly installed at the project site (beginning and end of project and every 500.00 meters in between) including the name and telephone/cellphone number of the contractor who can be contacted for any information relative to the project.

5. Proper housekeeping should be observed at all times (24/7). Debris and other construction materials should be removed at the construction site and properly stockpiled.

6. In the event that traffic build-up occurs due to open excavation same shall be immediately backfilled with appropriate filling materials or with steel plates to make the road passable.

7. Provision of flagman to man/direct traffic throughout the duration of the construction work, in close coordination with MMDA and Local Government Unit (LGU) concern.

8. The minimum depth of the underground facility/sewer pipelines to be installed should be 1.00 meter measured from the top of pavement surface to the crown elevation of same.

9. The utility owner, MWCI / Proponent, hereby agrees to remove/relocate the said utility/ies at their own expense within the period of Thirty (30) Calendar Days or any reasonable extension granted by this Office when there is a need to repair, reconstruct the said road. It is understood that the said Utility Agency shall be solely responsible for such purpose.

10. The contractor shall at all times strictly comply with the requirements of Department Order No. 56 dated April 20, 2005 captioned “Guidelines for the Implementation of DOLE D.O. #13, series of 1998, on Occupational Safety and Health in the Construction Industry”, with the main objective of protecting every workingman against the danger of injury, sickness or death through safe & healthful working conditions thereby assuring the conservation of valuable manpower resources and the preservation of loss or damage to lives and properties, otherwise corresponding sanction and/or penalty shall be imposed in accordance with Table I Item IV: Violations and Penalties.

The proponent shall first secure permit from the Metropolitan Manila Development Authority (MMDA) and Local Government Unit (LGU) concern prior to start of the activity.

Violation to any of the above-mentioned conditions/requirements shall be a valid reason/ground for revocation of the issued clearance/permit.

MELVIN B. NAVARRO, MNSA, CESO IV
Regional Director

6.1.6 RVR/PPO/CLM
Department of Public Works & Highways
NATIONAL CAPITAL REGION
MAINTENANCE DIVISION
EXCAVATION/DIGGING PERMIT
Per Department Order No. 26 Series of 2011

Process Date: March 10, 2015
Doc. Code: NCR-MD-05
Revision No.: 3
Page No.: 1 of 2

Permit No.: 1353
Date Issued: Mar 22, 2014

This is to certify that

MWCI / F.F. Cruz & Co., Inc.
(Name of Utility Agency/Applicant)

Represented by

Mr. Angelito M. Sayo
(Name of Authorized Officer)
Nationality: Filipino

With business address at 
800 EDSA, Quezon City
has been granted an EXCAVATION/DIGGING PERMIT, after a judicious review and evaluation of their Application to undertake excavations and diggings, and after complying all requirements, under the following conditions:

Purpose of the Excavation/Digging:

Pipe laying of Main Sewer Interceptor Network through Micro Tunnelling (Trenchless)

Location of Project:

Along E. Rodriguez Jr. Ave. (C-5), South-Bound, (from Mercury Avenue to Boundary of O.C. & Pasig), Eastwood-Libis, Quezon City

Length = 2,610.60 meters. Pipe Ø = 1,000 – 1,200 mm., with 32-unit of Launching Pit (manholes)

Duration of Work: Three hundred fifty (350) Calendar Days

This Permit shall be effective for a period of Three hundred fifty (350) Days, counted from the date of issuance by the DPWH office concerned as may be extended upon (i) payment of the necessary fees and (ii) approval by DPWH of the extension. Applicant shall be charged a non-refundable amount equivalent to 1% of the remaining restoration cost for every day of delay beyond the original or extended period, as liquidated damages, in no case shall exceed 15% of the total restoration cost as liquidated damages. Non-payment of the liquidated damages shall be a ground for the blacklisting of the Applicant.

Furthermore, the contractor shall at all times strictly comply with the following additional conditions and requirements aside the Terms and Conditions under the D.O. No. 26 series of 2011:

1. The concerned proponent/contractor is required at his own expense the provision of appropriate traffic barricades throughout the duration of the project to caution and warn the public particularly the motorists and to submit notice to proceed/commerce work, copy furnish this office for our information in the monitoring of the project.

2. The restoration of affected area by the launching and receiving shafts/ piton concrete pavement shall be rebateking 3.50m. x 9.00m. in dimension in every manhole (pipe jacking/drilling point) location along same project limit, including asphalt overlay of 0.05m. in thickness; and should use cement treated base (CTB) of 0.30m. in thickness on excavated section only. Likewise, strict compliance with the DPWH Design Standard and Specifications and the Terms & Conditions under D.O. No. 26 series of 2011 shall be observed at all times.

3. The proponent shall restore all affected other DPWH structures and facilities (if any) to its original or better condition to the satisfaction of the DPWH, including damaged existing road control and drainage structure (if any) should be immediately restored and maintained in order to be fully functional/operational.
4. Informative project Billboards and Signages shall be properly installed at the project site (beginning and end of project) including the name and telephone/cellphone number of the contractor who can be contacted for any information relative to the project.

5. Proper housekeeping should be observed at all times. Debris and other construction materials should be removed at the construction site and properly stockpiled.

6. In the event that traffic build-up occurs due to open excavation same shall be immediately backfilled with appropriate filling materials or with steel plates to make the road passable.

7. Provision of flagman to man/direct traffic every time the construction work is in progress up to completion of the restoration works in coordination with MMDA and Local Government Unit (LGU) concern.

8. The minimum depth of the underground facility/sewer pipelines to be installed should be 1.00 meter measured from the top of pavement surface to the crown elevation of same.

9. The utility owner, MWCI / Proponent, hereby agrees to remove/relocate the said utility/ies at their own expense within the period of Thirty (30) Calendar Days or any reasonable extension granted by this Office when there is a need to repair, reconstruct the said road. It is understood that the said Utility Agency shall be solely responsible for such purpose.

10. The contractor shall at all times strictly comply with the requirements of Department Order No. 56 dated April 20, 2005 captioned “Guidelines for the Implementation of DOLE D.O. #13, series of 1998, on Occupational Safety and Health in the Construction Industry”, with the main objective of protecting every workingman against the danger of injury, sickness or death through safe & healthful working conditions thereby assuring the conservation of valuable manpower resources and the preservation of loss or damage to lives and properties, otherwise corresponding sanction and/or penalty shall be imposed in accordance with Table I Item IV: Violations and Penalties.

The proponent shall first secure permit from the Metropolitan Manila Development Authority (MMDA) and Local Government Unit (LGU) concern prior to start of the activity.

MELVIN B. NAVARRO, MNSA, CESO IV
Regional Director
May 3, 2017

2nd Endorsement

Returning to the District Engineer, Quezon City II District Engineering Office, #790 EDSA, Quezon City, the application for Excavation Permit of Manila Water Company Inc. (MWCI) / P.P. Cruz & Co., Inc., represented by Engr. Angelito M. Sayo, for the Proposed Pipelaying of 200-250mm Ø PVC Main Sewer Interceptor Network Project along E. Rodriguez Jr. Ave. (C-5 Road), Brgy. Bagumbayan, Quezon City (refer to location plan/pictures attached), duly approved. Part of the project is covered by Excavation Permit #1353 issued dated March 22, 2016 (copy attached) which involves Micro-Tunneling Method (Trenchless) for the project limit (E. Rodriguez Jr. Ave. (C-5), South-Bound, from Mercury Avenue to Boundary of Q.C. & Pasig. The segment however from Ortigas Ave/Boundary of Q.C. & Pasig to Acropolis Creek segment is already completed thru Micro-Tunneling Method of Pipe Installation.

Be informed that the requested excavation permit for the remaining section is for open-cut excavation with scope and length/limit hereunder stated/enumerated is based on the findings/recommendations in your Memorandum dated March 20, 2017 in view of the shallow elevation of main interceptor network as the required elevation for gravity flow is higher than in the downstream portion of the project:

1. C-5 Road (N.B.) (from before flyover to Orchard Road) at the innermost lane of 4-lanes pavement;
   Length: 364.30 meters, Pipe Size: 200mm Ø PVC, 6-units of SMN

2. C-5 Road (S.B.) (from after Orchard Road to Acropolis Creek) at the 2nd lane from the existing concrete gutter of 4-lanes pavement;
   Length: 373.00 meters, Pipe Size: 200-250mm Ø PVC, 7-units of SMN

In this connection you are directed to advise the proponent/contractor and require him to strictly undertake excavation work during night time only, and limit the maximum length of excavation per segment to one hundred fifty (150) meters. No new excavation should be done not until the first segment (150 m) have been backfilled with appropriate materials and passable to all types of vehicles. The hereunder condition and restriction shall likewise be strictly observed/adhered:

1. Approved Traffic Management Plan issued by the MWCI in coordination with the LGU of Quezon City and the Schedule of Activity/Work shall be undertaken during night time only to avoid traffic congestion during day time.

2. Quality of project implementation particularly restoration to conform DPAH Design Guidelines and Specifications.

3. Installation of appropriate signage and billboards to caution/warn and guide the motorists/travelling public.

You are directed to assign a permanent representative (Project Engineer) to supervise the implementation of the project to ensure compliance of the contractor on the enumerated set of conditions/requirements and with the DPAH Design Standard and Specifications. Bi-monthly report shall be submitted to this office by the assigned Project Engineer as basis of monitoring the status of the project by staff of the Regional Office.

THERMOCAB L. CANLAS
Office of the Regional Director

CC: Mr. ANGELITO M. SAYO
    R.O.W. Acquisition Manager
    P.P. Cruz & Co., Inc.
    #800 EDSA, West Kamias, Quezon City
Metropolitan Manila Development Authority

EXCAVATION CLEARANCE

Permit Number: 16A-4008
Issued on: APR 05 2016

Valid From: March 31, 2016
To: January 19, 2018

Proponent/Owner: Manila Water Co., Inc.
Katipunan Road,
Quezon City

Contractor: F.F. Cruz & Co., Inc.
800 EDSA, Quezon City

Permitted Work:
PROPOSED CONSTRUCTION OF NORTH PASIG - PACKAGE 1, MAIN SEWER INTERCEPTOR NETWORK ALONG E. RODRIGUEZ AVENUE (C-5) BAGUMBAYAN AND UGONG NORTE, QUEZON CITY; UGONG (C-5) DOÑA JULIA VARGAS, BAGONG ILOG AND PINEDA (SHAW BLVD.) PASIG CITY, FOR THE DURATION OF SIX HUNDRED SIXTY (660) CALENDAR DAYS, SUBJECT TO THE TERMS AND CONDITIONS STATED AT THE BACK HEREOF.

APPROVED:

DIR. NEOMIE T. RECIO
TEC, MMDA

USEC. CORAZON T. JIMENEZ
GENERAL MANAGER

CONFORME:

ANGELITO M. ODAY
Contractor/Applicant

F.F. CRUZ & CO., INC./MMDA
Owner

This Permit shall be located on a post at the entrance of the project site and other conspicuous place in such a position that can easily be seen by government personnel and be made available to the general public.
1. That the appropriate coordination shall be taken with the necessary permits/clearance secured from the Local Government Unit and other concerned agencies;

2. That a Notice to the Public shall be installed at the construction site at least fifteen (15) days before the start of the project and that the Permittee shall advise in writing the Office of TEC Director, MMDA Metro Bus and TEC Road Diggings & Excavation Unit within 48 hours before the activity commences through fax at the following numbers: 882-2638, 882-0858 & Metro Call 113;

3. That the traffic signs, construction billboard, MMDA standard barricades, proper lighting, electronic warning and other safety devices shall be sufficiently installed prior to the start of the project and/or until the trench is satisfactorily backfilled and restored to its original state. No construction work shall be allowed prior to the installation of MMDA-approved signage, barricade and safety device;

4. That the appropriate project billboard(s) and project directory shall be installed and displayed in conspicuous place at the construction area, to include the name(s) and telephone number(s) of Project Officer(s) who shall be contacted in case of any contingency related to the project. This permit together with billboard and project directory shall be displayed for the whole duration of the project;

5. That the conduct of work shall not in any way obstruct the pedestrian and the flow of traffic throughout the duration of the project in the specified area. Field offices and similar structures are covered by this prohibition;

6. That soil pile(s) shall be installed during daytime and rope lights shall be installed during night time with or without operation;

7. That the Permittee shall assign enough personnel to direct traffic at the project site on a full time basis to ensure unhindered traffic flow until the completion of the project;

8. That a Traffic Management Plan must be submitted;

9. That the Permittee must undergo Traffic Management Training and secure a Traffic Management Certificate from the Traffic Academy;

10. That no plants shall be destroyed during construction. In the event of damage, the proponent shall coordinate with Metro Parkway Clearing Group (MPCG) and pay for the cost and expenses for the restoration of the same;

11. All concrete works must be completed and possible to all types of vehicles within three (3) days.

12. That the work shall be done on daily from 10:00 a.m. to 5:00 a.m. only.

13. That the restoration shall be done strictly at 10:00 a.m. of and shall be opened to traffic by 5:00 a.m. of Monday;

14. That all construction workers including technical personnel assigned to undertake the project are required to always wear their construction uniforms with their names printed at the back, safety helmets and safety shoes, during the construction activity within the job sites. For night time operations, all field personnel must wear high visibility jackets with reflective material attached to the uniforms;

15. That the Permittee shall exercise maximum utilization of appropriate equipment, such as backhoe/bagger and concrete cutter to speed up the work and avoid delays in the completion of the project. Only concrete cutters shall be used in lateral excavations along or across concrete and asphalt pavements to ensure clean and smooth edges;

16. That the Permittee shall observe housekeeping procedures at all times and practice safety precautionary measures during the duration of the project;

17. That the Contractor shall exercise maximum care to prevent damages. Damaged property/ies must be restored to its/their original condition. These include traffic facilities like lane markings, road signs, flood control and drainage facilities, TEC loop detector cables and underground facilities, etc. and to undertake the repair of any damaged utility lines/facilities at their own expense;

18. In case of death, injury and/or damage to property during the excavation works due to non-compliance of the condition of the permit and/or failure of the Contractor to provide the required precautionary measures for the protection of the general public, the contractor/owner or proponent shall assume all kinds of liabilities arising thereof;

19. That the Contractor shall strictly adhere to the provision of Sec. 12, MMA Ordinance No. 02 Series of 1991 as amended by MMDA Regulation 11-002, Series of 2011 and other pertinent regulations and that the Permittee shall pay the corresponding fines or penalties provided therein;

20. That a fine of P 5,000.00 for every day of unannounced delay beyond expiration date of completion shall be paid by the Permittee;

21. That the Permittee shall prohibit / prevent drinking alcohol / liquor, smoking, cooking, gambling, washing of clothes at the job site / staging area;

22. That the Permittee shall allow temporary stoppage of permitted work activity for emergency concerns upon prior notice or advice of the Authority. Further, that the time of delay caused by such emergency stoppage shall not be included in the total project duration;

23. That administrative fine shall be imposed if there are any construction activities undertaken during scheduled moratorium on Road Diggings & Excavation as set by this Authority.

This Permit shall be revoked or cancelled in case of emergency, when public interest so demands, or as a result of non-compliance with any of the conditions set forth above.
PASIG CITY
EXCAVATION PERMIT
METRO MANILA RIGHT OF WAY

NAME OF PERMIT / EXCAVATION:
M.W.C.L. / F.F. CRUZ & CO. INC.

ADDRESS / TEL. NO.
8300 E. De Los Santos Ave., Quezon City (632) 927-3124, Angelita M. Sayo (0923-254-3865, 0917-516-8771)

IMPLEMENTING AGENCY:
F.F. CRUZ & CO., INC.

SCOPE OF WORKS:
CONSTRUCTION OF SEWERAGE SYSTEM NORTH PASIG - PACKAGE 1
PROJECT CODE: EWW-MP-PA-XX-WW-11-002

LOCATION / AREA:
Along Iloilo Vargas Ave., San Antonio & Ugong, E. Rodriguez Ave. (C-5), Ugong & Brg. Iloig, Parks Blvd., M. Flores,
Brg. Iloig and Eagle St., Ugong, Pasig City.

DURATION OF WORKS:
Apr. 27, 2016 - Aug. 31, 2017

DOCUMENTS SUBMITTED:
- Barangay Clearance
- Key Plan
- Pert CPM / Bar Chart
- Traffic Clearance (T.P.M.O. / M.M.O.A.)
- DPWH Clearance
- Program of Works/Bid Forms
- Contract and Notice to Proceed
- Request Letter Form
- Certification from IC
- Certification from Utility Co.

Attended By: VIRGILIO M. INTALAN
Evaluator

Approved By: Engr. CARLO P. CRUZ
Chief, Excavation Permit
GUIDELINES ON SECURING EXCAVATION PERMIT

1. Clearance
   1.1. Barangay Clearance
   1.2. Concerned Agencies
   1.3. Concerned Association

2. Submit Plan / of Excavation works

3. Indicate Project duration and identification

4. Joint site Inspection (Excavation Permit Office, Implementing Agency and Contractor)

IMPLEMENTING RULES AND REGULATIONS ON EXCAVATION WORKS


2. Observe the Guidelines on Public Safety and the recommendation of Police Authority at all times until the completion of the excavation works.

3. Use concrete culverts on concrete / asphalt pavement.

4. Provide barricades, safety signboards and warning lights on jobsite.

5. Provide steel plates on open trenches during non-working times; Excavation should be properly back-filled, Tempo-asphalt, if non-working days will last for at least 7 days.

6. Excavated materials should be properly disposed within 97 hours from completion of the project to prevent being an obstruction to pedestrian and traffic flow.

7. Permittee shall be the sole responsible for damage caused to infrastructure, utilities and to restore the same within seven (7) days from its occurrence.

8. In an excavation depth at least one (1) meter, a shoring and soil erosion protection should be provided.

9. In case of death, injury and / or damaged caused to persons / by the non-completion of excavation works and / or failure by the permittee to adopt the necessary safety measures the permittee shall be fully liable for such death, injury or damages.

10. The permittee is not authorized to undertake any excavation work other than that covered by the permit. The permit shall always be at the jobsite.

11. The permittee shall see to it that ordinances at the jobsite should be maintained and always with personnel in uniform with identification properly displayed.

12. The permit is automatically suspended or revoked hence to be null and void if the City Government project will be adversely affected.

13. Secure distance from the Excavation Permit Office within twenty-four (24) hours from completion of the project without prejudice to compliance with the requirements of the principal agency /ies.

14. Permittee shall apply for new Excavation Permit to the City and pay the usual fees, if after completion of the restoration works, permittee needs to undertake a re-excavation.

PENALTIES ON VIOLATION

1. On going excavation works without the necessary works permit.
   a) Confiscation of Equipment (Section 4 of SP Ordinance No. 24, Series of 2000)
   b) Apprehension of worker(s) (Section 4 of SP Ordinance No. 24, Series of 2000)

2. Minimum Fine
   (For failure to comply with the terms of the授权s)
   a) Php 2,000.00 : Light Violation (Section 3 of SP Ordinance No. 24, Series of 2000)
   b) Php 5,000.00 : Less Grave Violation (Section 3 of SP Ordinance No. 24, Series of 2000)
   c) Php 10,000.00 : Grave Violation (Section 3 of SP Ordinance No. 24, Series of 2000)

3. Medium Fine
   a) Php 5,000.00 : Light Violation (Section 3 of SP Ordinance No. 24, Series of 2000)
   b) Php 10,000.00 : Less Grave Violation (Section 3 of SP Ordinance No. 24, Series of 2000)
   c) Php 15,000.00 : Grave Violation (Section 3 of SP Ordinance No. 24, Series of 2000)

4. Maximum Fine
   a) Php 10,000.00 : Light Violation (Section 3 of SP Ordinance No. 24, Series of 2000)
   b) Php 20,000.00 : Less Grave Violation (Section 3 of SP Ordinance No. 24, Series of 2000)
   c) Php 30,000.00 : Grave Violation (Section 3 of SP Ordinance No. 24, Series of 2000)

FINES IN DELAY - A fine of Five Thousand Pesos (PHP 5,000.00) per day shall be imposed upon the permittee for failure to complete the project within the specified period of completion.

Violation of ordinance, rules and regulations shall result to revocation/cancellation of permit. Workers continuing excavation / diggings shall be confiscated without prejudice to the filing of criminal action in appropriate courts, against the contractor and apprehended workers. In case of conviction, there shall be a punishment of a fine of Five Thousand Pesos (PHP 5,000.00) for each apprehended worker to be paid by the Contractor. In case of confiscated equipment, it can be redeemed by the Contractor after paying a penalty of ten percent (10%) of the purchase price.
EXCAVATION CLEARANCE
(For National Roads)

Permit No.: UP160300135
Date: March 30, 2016
To: DPWH
QUEZON CITY DISTRICT

Project: CONSTRUCTION OF NORTH PASIG PACKAGE I - MAIN SEWER INTERCEPTOR NETWORK (MWCI PROJECT)

Location: ALONG C5 ROAD FROM BAGUMBAYAN TO UGONG NORTE, QUEZON CITY

Please be informed that this office interposes no objection to the above mentioned subject provided that the concerned contractors will strictly follow the excavation guidelines set forth by the MMDA ORDINANCE No. 02-91 and CITY ORDINANCE No. SP-1312, S-2003.

Recommendation:

[Signature]
ENGR. JOSÉLITO C. ARCAINA
Chief Signboard and Utilities Division

[Signature]
ENGR. ISAGINI R. VERZOSA, JR.
City Government Department Head III
Building Official
**EXCAVATION PERMIT**

**APPLICATION NUMBER**: UA1603-00137  
**CONSTRUCTION OF NORTH PASIG PACKAGE 1 - MAIN SEWER INTERCEPTOR NETWORK**  
**PROJECT TITLE**

**DATE OF APPLICATION**: March 16, 2016  
**DATE ISSUED**: March 30, 2016  
**O. R. No.**: M-2016-01-24-0141018

<table>
<thead>
<tr>
<th>BOX 1 (TO BE ACCOMPLISHED BY APPLICANT)</th>
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<tbody>
<tr>
<td><strong>NAME OF OWNER/APPLICANT (LAST NAME, FIRST NAME, M.I.)</strong>: F. F. CRUZ &amp; CO., INC.</td>
</tr>
<tr>
<td><strong>ADDRESS (NO. STREET, BARANGAY, CITY/MUNICIPALITY)</strong>: 908 EDGA, QUEZON CITY</td>
</tr>
<tr>
<td><strong>LOCATION OF EXCAVATION (NO. STREET, BARANGAY, CITY/MUNICIPALITY)</strong>: ALONG CALLE INDUSTRIA, BARANGAY BAUMBAYAN, QUEZON CITY</td>
</tr>
<tr>
<td><strong>TYPE OF WORK</strong>: INSTALLATION, REPAIR OR IMPROVEMENT OF: CONSTRUCTION OF NORTH PASIG-PACKAGE 1 MAIN SEWER INTERCEPTOR NETWORK</td>
</tr>
<tr>
<td><strong>TYPE OF PAVEMENT</strong>: CONCRETE</td>
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<tr>
<td><strong>TOTAL FEES</strong>: P 70,150.00</td>
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</tbody>
</table>

**EXPECTED COMPLETION OF WORK**

**DURATION**

---

**TO BE ACCOMPLISHED BY THE BUILDING OFFICIAL/AUTHORIZED REPRESENTATIVE**

**ACTION TAKEN**: PERMIT IS HEREBY GRANTED SUBJECT TO THE FOLLOWING CONDITION:

1. **THAT ALL EXCAVATION WORKS SHALL BE IN ACCORDANCE WITH THE SUBMITTED APPROVED PLANS, SPECIFICATIONS, SHOP DRAWINGS, GUIDELINES AND CLEARANCES.**
2. **THAT CONCRETE BE USED IN CUTTING ASPHALT OR CONCRETE PAVEMENT TO OBTAIN CUM AND NOT EDGES.**
3. **THAT EXCAVATION WORKS SHALL BE DONE AND PROVIDE TRENCH WITH STEEL PLATES OR DRUMMEL MATERIALS TO MAKE IT SAFE AND PASSABLE TO TRAFFIC AND Pedestrians AT ALL TIMES.**
4. **THAT PROPER BARRIERS, WARNING SIGNS AND MARKINGS LUMBER ETC. SHALL BE CORRECTLY INSTALLED TO WARN MOTORIST AND THE PUBLIC OF THE AREA.**
5. **THAT STOCK PILES OF EXCAVATED MATERIALS AND OTHER CONSTRUCTION MATERIALS WITHIN THE ROADWAY SHALL NOT BE ALLOWED.**
7. **THAT THE CITY ENGINEER'S OFFICE SHALL BE OFFICIALLY NOTIFIED THREE DAYS BEFORE THE  
   **START OF THE EXCAVATION FOR PROPER COORDINATION AND SUPERVISION.**
8. **THAT THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE IS HEREBY AUTHORIZED TO REPORT ANY VIOLATION OR VIOLATIONS AND TO PROVIDE THE NECESSARY ACTION IN THEIR COURT ACCORDING TO LAW, OR ORDINANCE NO. 85-1971. ANY VIOLATION MAY REVOKE THE EXCAVATION PERMIT FOR VIOLATION OF THE CONDITIONS HEREBIN.**

**RECOMMENDING APPROVAL**:  
**ENGR. JOSE LITO C. ARCAINA**  
**CHIEF, SIGNBOARD AND UTILITIES DIVISION**

**APPROVED**:  
**ENGR. ISAGANI R. VERZOSA, JR.**  
**CITY GOVERNMENT DEPARTMENT HEAD III  
LOCAL BUILDING OFFICIAL**

**VALID FOR**: 150 WORKING DAYS  
**DATE OF RELEASE**: JUN 06, 2016
ANNEX B.

DEED OF ABSOLUTE SALE FOR KENRAM PROPERTY
DEED OF ABSOLUTE SALE

KNOW ALL MEN BY THESE PRESENTS:

This DEED OF ABSOLUTE SALE ("Deed") made and entered into this _6_ day in 
April 2013 in _Q_ by and between:

KENRAM (PHILIPPINES), INC., a corporation duly organized and 
existing under Philippine laws, with principal office at 5/F Strata 100 
Building, F. Ortigas Jr. Blvd. (formerly Emerald Avenue), Ortigas Center, 
Pasig City, Metro Manila, herein represented by its Chairman, 

(hereinafter referred to as the "SELLER");

-and-

MANILA WATER COMPANY, INC., a corporation duly organized and 
existing under Philippine laws, with principal office at the MWSS 
Administration Bldg., 489 Katipunan Road, Baguio, Quezon City, Metro 
Manila, herein represented by its 

(hereinafter referred to as the "BUYER").

WITNESSETH: THAT

WHEREAS, the SELLER is the absolute owner of a parcel of land designated as Lot 5-
G-3-B-1 L. Intalas Corner S. Pascua Streets, Barangay Bagong Ilog, Pasig City and covered by 
and particularly described and identified under Transfer Certificate of Title No. 475767 (the 
"Title") of the Registry of Deeds for the Province of Rizal (the "Property"), more particularly 
identifed and described as follows:

TRANSFER CERTIFICATE OF TITLE NO. 475767
REGISTRY OF DEEDS FOR THE PROVINCE OF RIZAL

"A parcel of land (Lot 5-G-3-B-1, of the subdivision plan (LRC) Psl-35715, 
being a portion lot 5-G-3-B, described on plan (LRC) Psl-2434, LRC (GLRD) 
Rec. No. 699, 873 & 917), situated in the Barangay of Bagong Ilog, Municipality of 
Pasig, Province of Rizal, Island of Luzon. Bounded on the NE., points 3 to 5 by 
Lot 5-F, Psl-32445; on the SE., points 7 to 5 by Marikina River; on the SW., 
points 7 to 1 by Lot 5-G-3-B-2 of the subdivision plan; and on the NW., points 1 
to 3 by Pascua Street. Beginning at a point marked "1" on plan being S. 62 deg. 
23' E., 5599.50 m. from BLMM 1, Mandaluyong, thence S. 84 deg. 06'E., 10.00 m. 
to point 2; thence N. 5 deg. 53' E., 6.82 m. to point 3; thence S. 84 deg. 09'E., 
29.09 m. to point 4; thence S. 84 deg. 09'E., 11.71 m. to point 5; thence S. 8 deg. 
34' W., 22.84 m. to point 6; thence S. 12 deg. 17' W., 21.22 m. to point 7; N. 46 
deg. 04' W., 60.15 m. to point of beginning; containing an area of ONE 
THOUSAND TWO HUNDRED TWENTY FOUR (1,224) SQUARE METERS.
more or less. All points referred to are indicated on the plan and are marked on the ground as follows: Points 5 & 6 by old Stakes, Point 7 by PS Cyl. Conc. mons. 15 x 60 cm.; and the rest by Old PLS cyl. conc. mons. 15 x 60 cm., bearings true: declination 0 deg. 50'E., date of original survey, April 8, 1920-Feb. 21, 1921 and subdivision survey May 21, 1964./

XXX

A plan showing the Property and a certified true copy of the Title are hereto attached and made integral parts hereof as Annexes "A" and "B", respectively;

WHEREAS, the BUYER has offered to buy and the SELLER has agreed to sell the Property with a total area of **ONE THOUSAND TWO HUNDRED TWENTY FOUR SQUARE METERS (1,224)**, more or less under the terms and conditions herein set forth;

NOW, THEREFORE, for and in consideration of the sum of [redacted] Philippine currency, receipt of which is hereby acknowledged by the SELLER, to its full satisfaction, from the BUYER, the SELLER hereby SELLS, TRANSFERS and CONVEYS in a manner absolute and irrevocable unto the BUYER the Property.

I. The SELLER hereby represents and warrants that:

1. The SELLER undertakes to deliver to the BUYER the following documents relating to the Property:
   a. Tax Clearance Certificate issued by the City Treasurer’s Office evidencing the payment of all outstanding real property taxes until the date of the execution of this Deed;
   b. The Official Receipts for all taxes paid by the SELLER in relation to the sale and transfer of the Property to the BUYER. However, although the Capital Gains Tax will be paid by the SELLER, its remittance to the Bureau of Internal Revenue ("BIR") shall be done by the BUYER. As such, the Official Receipts for the payment of the Capital gains Tax shall be transmitted by the BUYER to the SELLER upon payment;
   c. The Certificate Authorizing Registration from the BIR to enable the registration of the sale with the Registry of Deeds;
   d. City Assessor's Certificate of No Improvement.

2. It has a valid, good, legal, absolute and marketable title in and to the Property;

3. It has the capacity to make execute, deliver and perform its undertakings and obligations in this Deed, and this Deed constitutes its valid and legally binding obligation, enforceable in accordance with its terms;

4. The execution, delivery and performance of this Deed will not violate any laws, regulations, decrees, order of judgment applicable to it, and do not and will not conflict with or result in the breach of, or constitute a default under, any contract to which the SELLER is a party or for which it may be bound.

2
5. Upon execution hereof, the SELLER shall immediately deliver the original owner's copy of the Title to the BUYER to enable the latter to apply for the issuance of a new title covering the Property in its name.

6. It has full physical possession of the Property and the Property shall be made free from any informal settlers, tenants, or lessees thereon and there are no impediments to the immediate use and occupancy thereof by the BUYER;

7. The Property is free from and clear of any title defects and objections, other liens, claims, charges, voluntary easements, security interest or other encumbrances of any nature whatsoever, including, without limitation to, leases, other mortgages, conditional sale contracts, other collateral security arrangements and other title or interest retention agreements. The SELLER hereby undertakes and agrees with the BUYER that the former shall warrant and defend the title to the Property in favor of the latter, its successors and assigns against all just claims of all persons and entities; that the SELLER also guarantees the right of the BUYER to possess the Property and will defend it against all judicial or administrative action for eviction. The SELLER therefore agrees to indemnify the BUYER and its successors and assigns against and holds it harmless from and in respect of any damages, losses, claims, charges, expenses, costs or liabilities which the BUYER suffers, sustains or incurs by reason of a breach of the representations and warranties stated in this Deed; and

8. There are no actions, suits or proceedings or investigations pending, or threatened against or affecting the Property which, if adversely decided, will impair the SELLER's title, rights and interest in and to the Property, or prevent it from selling its interest in and to the same to the BUYER.

II. The BUYER hereby represents and warrants that:

1. The BUYER undertakes to pay:
   a. Documentary Stamp Tax;
   b. Local taxes on sale payable to the City Treasurer's Office, if any;
   c. Transfer Tax payable to the City Treasurer's Office, if any;
   d. Registration Fees payable to the Register of Deeds;
   e. Incidental expenses and penalties due to: (i) BUYER's delay/failure to pay the above taxes and fees in order to register the Deed of Absolute Sale within the reglementary period, or (ii) due to adjustments implemented by government agencies in the aforementioned fees/taxes/charges payable.

2. The BUYER undertakes to deliver to the SELLER the copies of the official receipts covering the payment of the Capital Gains Tax that may be rendered applicable to the sale and made payable to the BIR. For this purpose and as agreed, the Capital Gains Tax shall be deducted from the proceeds of the sale payable to the SELLER.
3. The BUYER shall be responsible in transferring the Title and Tax Declaration documents of the Property in its name.

4. In case of any variance between the lot area determined through the actual survey of the BUYER and that reflected in the title of the Property, the parties agree to undertake a joint inspection/survey of the Property to verify the variance as reported by the BUYER's surveyor. Any increase or decrease in the actual area of the Property as verified in the joint inspection/survey shall give rise to a corresponding adjustment on the Purchase Price. In case of increase in area, the BUYER undertakes to pay additional consideration under the same terms and conditions provided in the Deed of Absolute Sale and within ten (10) days from demand. In case of a decrease in area, the SELLER agrees to return the excess payments within ten (10) days from demand. It is further understood that such adjustment, if any, of the Purchase Price shall be based on the effective per square meter price of

5. It has full power, authority, legal right and capacity to make, execute, deliver and perform its obligations in this Deed, and this Deed constitutes its valid and legally binding obligation, enforceable in accordance with its terms;

6. The execution, delivery and performance of this Deed when executed pursuant hereto do not and will not violate any laws, regulations, decrees, orders or judgments applicable to it, and do not and will not conflict with or result in the breach of, or constitute a default under, any contracts to which the BUYER is a party or for which it may be bound;

IN WITNESS WHEREOF, the parties hereunto set their hands on the date and at the place first stated.

KENRAM (PHILIPPINES), INC.

By:

MANILA WATER COMPANY, INC.

By:
ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES

BEFORE ME, this 8th day of April, 2013, at
City, Philippines, personally appeared the following:

NAME

COMPETENT EVIDENCE OF
IDENTITY

DATE/PLACE ISSUED

all known to me and to me known to be the same persons who executed the foregoing Deed of Absolute Sale and they acknowledged to me that the same is their free and voluntary act and deed as well as the companies represented.

This instrument consisting of 40 (40) pages, including this page wherein this Acknowledgment is set forth, has been signed on each and every page thereof by the parties hereto and their respective authorized signatories and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand on the day and place above written.

JOVENCITO P. Encuerras

My Commission Expires Dec 31, 2013

ROLL No. 70-8-5

PTR No. 64-76-53 6-7-6-N O.C.

MCLE Compliance No. 54-00055
ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES

BEFORE ME, this ___ day of April, 2013, at ___ City, Philippines, personally appeared the following:

NAME   COMPETENT EVIDENCE OF IDENTITY   DATE/PLACE ISSUED

all known to me and to me known to be the same persons who executed the foregoing Deed of Absolute Sale and they acknowledged to me that the same is their free and voluntary act and deed as well as the companies represented.

This instrument consisting of ___ (___) pages, including this page wherein this Acknowledgment is written has been signed on each and every page thereof by the parties hereto and their instrument witnesses and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand on the day and place above written.

JURIS DICTO R. PELAYAN

[Signature]

NOTARY PUBLIC

[Seal]

[Seal]

[Seal]

[Seal]
MEMORANDUM OF ENCUMBRANCES

Entry No. ____________________________

Description: ____________________________

Value: ____________________________

Date: SEP 1, 20XX

Signature: ____________________________

Notary Public

(Notary seal and signature)

(Memorandum of Encumbrances continued on Page: B7)

(Description continued on Additional Sheet: Page: 7)

 Witnesses:

[Signature] [Signature]
ANNEX C.

TRANSFERRED TCT TO MANILA WATER
(BAGONG ILOG PROPERTY)
It is hereby certified that certain land situated in BARRIO OF BAGONG-ILOG, MUNICIPALITY OF PASIG, PROVINCE OF RIZAL, ISLAND OF LUZON, bounded and described as follows:

A PARCEL OF LAND (LOT 5-G-3-B-1 OF THE SUBDIVISION PLAN (LRC) PSD-35715, BEING A PORTION OF LOT 5-G-3-B, DESCRIBED ON PLAN (LRC) PSD-2434, LRC (GLRO) REC. NOS. 699, 875 & 917), SITUATED IN THE BARRIO OF BAGONG-ILOG, MUNICIPALITY OF PASIG, PROVINCE OF RIZAL, ISLAND OF LUZON, is registered in accordance with the provision of the Property Registration Decree in the name of

Owner: MANILA WATER COMPANY, INC., A CORPORATION DULY ORGANIZED AND EXISTING UNDER PHILIPPINE LAWS

Address: MWSS ADMINISTRATION BLDG., 489 KATIPUNAN ROAD, BANGKAL, QUEZON CITY

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.: 
Orig. Reg. Date: 08.21.1997
Origin. RD: PROVINCE OF RIZAL
Volume No.: A-4
Record No.: 699, 875 & 917
Decree No.: 1425
OCT No.: OCT-334
Page No.: 45

Original Owner:

This certificate is a transfer from TRANSFER CERTIFICATE OF TITLE 475767 (TOTALLY CANCELLED) by virtue hereof in so far as the above-described land is concerned.

Entered at PASIG, PHILIPPINES on the 3rd day of MARCH 2014 at 11:51am.

ATTY. ARNOLD A. BAUTISTA
Registrar of Deeds
TECHNICAL DESCRIPTION (Continued from page 1)

BOUND ON THE NW., POINTS 3 TO 5 BY LOT 5-E, PSD-32445; ON THE SE., POINTS 5 TO 7 BY MARIKINA RIVER; ON THE SW., POINTS 7 TO 1 BY LOT 5-G-3-B-2 OF THE SUBDIVISION PLAN; AND ON THE NW., POINTS 1 TO 3 BY PASCUA STREET, "BEGINNING AT A POINT MARKED "1" ON PLAN BEING S. 62 DEG. 23' E., 5599.50 M. FROM BLIM 1, MANDALUYONG; THEN E. 84 DEG. 06' E., 10.00 M. TO POINT 2; THEN N. 5 DEG. 53' E., 6.42 M. TO POINT 3; THEN S. 84 DEG. 09' E., 29.09 M. TO POINT 4; THEN E. 84 DEG. 09' E., 11.71 M. TO POINT 5; THEN S. DEG. 34' W., 22.54 M. TO POINT 6; THEN S. 12 DEG. 17' W., 21.22 M. TO POINT 7; THEN N. 46 DEG. 04' W., 60.15 M. TO THE POINT OF BEGINNING; CONTAINING AN AREA OF ONE THOUSAND TWO HUNDRED TWENTY FOUR (1,224) SQUARE METERS, MORE OR LESS. ALL POINTS REFERRED TO ARE INDICATED ON THE PLAN AND ARE MARKED ON THE GROUND AS FOLLOWS: POINTS 5 AND 6 BY OLD STAKES, POINT 7 BY PS CYL. CONC. MUNS. 15 X 60 CM., AND THE REST BY OLD HLS CYL. CONC. MUNS. 15 X 60 CM., BEARINGS TRUE; DECLINATION 0 DEG. 50' E., DATE OF THE ORIGINAL SURVEY, APRIL 8, 1920-FEB. 21, 1921 AND THAT OF THE SUBDIVISION SURVEY MAY 21, 1964.
ANNEX D.

NO OBJECTION LETTER FROM PASIG LOCAL GOVERNMENT REGARDING BARANGAY SAN JOSE RIGHT-OF-WAY
Reference No. 044 - 15

MR. THOMAS T. MATTISON
Group Director
Corporate Project Management
Manila Water Company Inc.

SUBJECT : Utilization of Barangay San Jose Basketball Court
North and South Pasig Sewerage System Project

Dear Mr. Mattison,

This pertains to your letter requesting permission to utilize the basketball court at Brgy. San Jose.

Please be informed that the City Government of Pasig has no objection to the implementation of this project as long as you secure all necessary permits and restore all affected structures to its original status.

Thank you very much.

Very truly yours,

ENGR. JOHANN. REYES
City Engineer II

August 28, 2015

MANILA WATER COMPANY, INC.
CPM - Office of the Group Director
Received By: ANNE	Time: 8:00 AM
Date: 8/26/15

www.pasigcity.gov.ph
ANNEX E.

EXCAVATION PERMIT FOR NORTH PASIG PACKAGE 1 PUMP STATION
PASIG CITY
EXCAVATION PERMIT
METRO MANILA RIGHT OF WAY

<table>
<thead>
<tr>
<th>Control No.</th>
<th>181</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>May 31, 2016</td>
</tr>
</tbody>
</table>

**NAME OF PERMIT / EXCAVATION:** Manila Water Company Inc.
Qingdao Municipal Const. Group,

**ADDRESS / TEL. NO.:** Ermita Center Bldg. 1350 Roxas Blvd. Ermita, Manila.

**IMPLEMENTING AGENCY:** Manila Water Company Inc.

**SCOPE OF WORKS:** MWCI - Pump Station

**LOCATION / AREA:** In talan St. Brgy. Bagong Ilog, Pasig City & Brgy. San Jose, Pasig City.

**DURATION OF WORKS:** June 2016 to October 2017

**DOCUMENTS SUBMITTED:**
- [ ] Barangay Clearance
- [ ] Key Plan
- [ ] Pert CPM / Bar Chart
- [ ] Traffic Clearance
- [ ] DPWH Clearance
- [ ] Program of Works/Bid Forms
- [ ] Contract and Notice to Proceed
- [ ] Request Letter Form
- [ ] Certification from IC
- [ ] Certification from Utility Co.

Attested By: [Signature]

Approved By: [Signature]
ANNEX F.

APPROVAL FROM RIZAL HIGH SCHOOL
MR. ROY NEIL A. GONZAGA  
Officer-in-charge  
Project Stakeholder Management Department  
Manila Water Company, Inc.

March 30, 2015

Dear Mr. Gonzaga,

This has reference to your request dated March 12, 2015 re: the installation of a Motor Control Center (MCC) within the premises of Rizal High School.

Please be informed that the undersigned interposes no objection on the said request.

May I however, request for a notification on the specific date and time schedules for the implementation of the said project for proper coordination with our school’s security personnel as soon as possible.

May I further request that the said facility be secured so as to ensure safety of our students.

Thank you.

Respectfully yours,

VIRGINIA R. MEMBREBE  
Principal

cc: Ms. Anne Jamnague
ANNEX G.
DEED OF ABSOLUTE SALE
SANTANA PROPERTY
DEED OF ABSOLUTE SALE

KNOW ALL MEN BY THESE PRESENTS:

This Deed of Absolute Sale ("Deed"), made and executed this 26th day of December 2012 at __________, by and between:

[Redacted, both of legal age, Filipinos, and residents of __________ hereinafter referred to as the "SELLERS";

- and -

MANILA WATER COMPANY, INC., a domestic corporation duly organized and existing under and by virtue of Philippine laws, with principal office at the MWSS Administration Bldg., 489 Katipunan Road, Balara, Quezon City, Metro Manila, herein represented by its [Redacted] hereinafter referred to as the "BUYER";

WITNESSETH: That -

WHEREAS, the SELLERS are the absolute owners of a certain parcel of land comprising the Subject Property (as the term is hereinafter defined);

WHEREAS, the BUYER has offered to buy and the SELLERS have agreed to sell the said Subject Property consisting of One Hundred Thirty One (131) square meters under the terms and conditions herein set forth;

NOW, THEREFORE, for and in consideration of the foregoing and subsequent premises and the purchase price of _______ (Redacted), receipt of which is hereby acknowledged by the SELLERS from the BUYER, the SELLERS do hereby sell, transfer and convey, in an absolute manner, unto the BUYER, all of the SELLERS' rights, title and interest in and to the Subject Property, subject to the following terms and conditions:

ARTICLE 1
SUBJECT PROPERTY

SECTION 1.01. WHEREAS, the SELLERS are the absolute owners of parcel of land designated as Lot 9, Block 2 in Luis St., San Miguel, Pasig City and with a total land area of One Hundred Thirty One (131) square meters, more or less, and covered by and particularly described and identified under Transfer Certificate of Title (TCT) No. PT-108955 of the Register of Deeds for the City of Pasig (the "Subject Property"), and more particularly identified and described, as follows:
TRANSFER CERTIFICATE OF TITLE No. PT-108955
REGISTER OF DEEDS FOR THE CITY OF PASIG

"A parcel of land (Lot 9, Block 2, of the subdiv. Plan Psd-00-046237, being a portion of Lot 5, Psd-72434, L.R.C. Record No. 45297) situated in the Brgy. of San Miguel, City of Pasig, Prov. of Metro Manila, Island of Luzon. Bounded on the S.W., along line 1-2 by Road Lot 4, of the subdiv. plan; on the N.W., along line 2-3 by lot 4, along line 3-4 by lot 3, on the N.E., along line 4-5 by lot 7, all of Block 2; of the subdiv. plan; along line 5-6-7 by Road Lot 5, of the subdiv. plan; and on the S.E., along line 7-1 by Lot 10, of Block 2, of the subdiv. plan; Beginning at a point marked "1" on the plan being 5. 15 deg. 49' W. 2289.89 m. from BLMI No. 2, Rosario, Pasig; thence N. 78 deg. 31' E., 8.00 m. to point 2; N. 6 deg. 37' E., 10.07 m. to point 3; N. 6 deg. 37' W. 5.30 m. to point 4; S. 83 deg. 29' E., 7.31 m. to point 5; S. 6 deg. 37' W., 2.91 m. to point 6; S. 83 deg. 23' E., 1.78 m. to point 7; S. 11 deg. 30' W., 13.18 m. to the point of beginning; containing an area of ONE HUNDRED THIRTY ONE (131) SQUARE METERS, more or less. All points referred to are indicated on the plan are marked on the ground by P.S. Cyl. conc. mns; 15 x 60 cm; bearing true date of the original survey, July 11 & 18, 1929 and that of the subdiv. survey, August 2-3. Approved October 16, 1997."

* * * * * *

A certified copy of TCT No. PT-108955 is hereto attached and made an integral part hereof as Annex "A";

ARTICLE II
TAXES AND EXPENSES

Section 2.01 The real property taxes and all levies, impost, and other government charges on the Subject Property due after the execution of this Deed and every year thereafter shall be for the account of and paid by the BUYER as and when said taxes fall due. The SELLERS warrant that all real property taxes and all levies, impost, and other government charges prior to the execution of this Deed have been duly paid and settled.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

Section 3.01 The BUYER represents and warrants that:

(a) The BUYER has the capacity to purchase the Subject Property and can perform legal acts necessary for the execution and performance of this Deed.

Section 3.02 The SELLERS hereby represent and warrant that:

(a) The SELLERS have full and absolute power, authority and right to execute this Deed and to transfer title to and possession of the Subject Property to the BUYER.
(b) The **SELLERS** have legal, valid and marketable title to the Subject Property and is the registered and absolute owner of, and has all the rights, title and interest in and to, the Subject Property, free and clear of any and all liens, encumbrances, preferential rights, security interest and other similar or analogous rights or interest;

(c) No suit, action or proceeding before any governmental authority is pending, or to the best of the **SELLERS'** knowledge, threatened, which may affect the **BUYER's** title to or right to the possession of the Subject Property, and no judgment or order has been issued which has or is likely to have any material adverse effect on such title or right of possession; and

(d) Upon execution hereof, the **SELLERS** shall immediately deliver the original owner’s copy of the title to the **BUYER** to enable the latter to apply for the issuance of a new title covering the Property in its name.

**IN WITNESS WHEREOF**, the parties hereto have set their hands on the date and at the place stated above.

![Seller Signature]

**MANILA WATER COMPANY, INC.**

By:

![Company Signature]

**SIGNED IN THE PRESENCE OF:**
ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES

(______) S.S.

BEFORE ME, this _____ day of ______, 2013, at ______ City, Philippines, personally appeared the following:

<table>
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<tr>
<th>NAME</th>
<th>COMPETENT EVIDENCE OF IDENTITY</th>
<th>DATE/PLACE ISSUED</th>
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Marina Water Company, TIN No. 005-038-428-000 Issued in Quezon City Inc.

All known to me and to me known to be the same persons who executed the foregoing Deed of Absolute Sale and they acknowledged to me that the same is their free and voluntary act and deed as well as the companies represented.

This instrument consisting of _____ (_) pages, including this page whereon this Acknowledgment is written has been signed on each and every page thereof by the parties hereto and their instrument witnesses and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand on the day and place above written.

Doc. No.: ____________
Page No.: 39
Book No.: 04
Series of 2012.

JOVENCIO A. FULGUERAS

MY COMMISSION EXPIRES DEC. 31, 2015
IBP No. 66960-2011 - PASIG CITY
ROLL No. 30398
PTER No. 1459563 10-7-6-11 B.C.
MELE COMPLIANCE No. III-0005522
ANNEX H.
TRANSFERRED TCT TO MANILA WATER
(LUIS PROPERTY)
IT IS HEREBY CERTIFIED that certain land situated in BRGY. OF SAN MIGUEL, CITY OF PASIG, PROV. OF METRO MANILA, ISLAND OF LUZON, bounded and described as follows:

A PARCEL OF LAND (LOT 9, BLOCK 2, OF THE SUBD. PLAN, PSU-00-046237, BEING A PORTION OF LOT 5, PSU-72434, L.R.C. RECORD NO. 45297), SITUATED IN THE BRGY. OF SAN MIGUEL, CITY OF PASIG, PROV. OF METRO MANILA, ISLAND OF LUZON, BOUNDED ON THE SW., ALONG LINE 1-2 BY ROAD LOT 4, OF THE SUBD. PLAN; ON THE NW., ALONG LINE 2-3 BY LOT 4, ALONG LINE 3-4 BY LOT 3, ON THE NE., ALONG LINE 4-5 BY LOT 7, ALL OF BLOCK 2, OF THE SUBD. PLAN; ALONG LINE 5-6-7 BY ROAD LOT 6, OF THE SUBD. PLAN; AND ON THE SE., ALONG LINE 7-1 BY LOT 10, OF BLOCK 2, OF THE SUBD. PLAN. B (Continued on next page)

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

Owner: MANILA WATER COMPANY, INC., A CORPORATION DILY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF PHILIPPINE LAWS

Address: MWSS ADMINISTRATION BLDG., 489 KATIPUNAN ROAD, BALARA, QUEZON CITY, METRO MANILA

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 : 11 17 1932
Orig. Reg. Date : Decree No : 45297, CASE NO. 1026
Original RD : PROVINCE OF RIZAL
Volume No : OCT No : OCT-6396
Original Owner : Page No : 226

This certificate is a transfer from TRANSFER CERTIFICATE OF TITLE PT-106955 (TOTALLY CANCELLED) by virtue hereof in so far as the above-described land is concerned.

Entered at Pasig, Philippines on the 7th day of FEBRUARY 2013 at 10:52am.

ATTY. ARNOLD BAUTISTA
Acting Registrar of Deeds
BEGINNING AT A POINT MARKED "1" ON PLAN BEING S. 13 DEG. 49' W., 2209.89 M. FROM BLIM NO. 2, ROSARIO, PASIG; THENCE N. 78 DEG. 31' W., 8.00 M. TO POINT 2; N. 6 DEG. 37' E., 10.07 M. TO POINT 3; N. 6 DEG. 37' E., 5.30 M. TO POINT 4; S. 83 DEG. 29' E., 7.31 M. TO POINT 5; S. 6 DEG. 37' W., 2.91 M. TO POINT 6; S. 83 DEG. 29' E., 1.78 M. TO POINT 7; S. 11 DEG. 30' W., 13.18 M. TO THE POINT OF BEGINNING. CONTAINING AN AREA OF ONE HUNDRED THIRTY ONE (131) SQUARE METERS, MORE OR LESS. ALL POINTS REFERRED TO ARE INDICATED ON THE PLAN AND ARE MARKED ON THE GROUND BY P.S. CYL. CONC. MONS, 15 X 60 CM. BEARINGS TRUE. DATE OF ORIGINAL SURVEY, JULY 11 & 18, 1929 AND THAT OF THE SUBD. SURVEY, AUGUST 2-3, 1997. APPROVED OCTOBER 16, 1997.
ANNEX I.

MEMORANDUM OF AGREEMENT BETWEEN STA. LUCIA REALTY AND DEVELOPMENT AND MANILA WATER ON RIGHT-OF-WAY
AGREEMENT FOR THE GRANT OF AN EASEMENT OF RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT FOR THE GRANT OF AN EASEMENT OF RIGHT OF WAY (the “Agreement”), made and entered into, by and between:

STA. LUCIA REALTY & DEVELOPMENT INC., a corporation duly organized under Philippine Laws, with principal office address at 3rd Floor, Sta. Lucia Mall, Marcos Highway, corner Imelda Avenue, Calinta, Rizal, represented by its President and Chief Executive Officer, Exequiel D. Robles (hereafter referred to as the “GRANTOR”);

- and -

MANILA WATER COMPANY, INC., a corporation duly organized and existing under the laws of the Philippines, with principal office address at MWSS Administration Bldg., 489 Katipunan Road, Banaan, Quezon City, Metro Manila, represented by [Redacted] (hereafter referred to as the “GRANTEE”);

(GRANTOR and GRANTEE are hereafter referred to individually as a “Party” and collectively as the “Parties”).

RECITALS

WHEREAS, GRANTOR is the registered owner of the Metropoli Subdivision located at E. Rodriguez Jr., Bagumbayan, Quezon City with TCT No. ______ (“Subject Property”);

Certified true copy of Tax Declaration No. ______ is attached hereto and made integral parts hereof as Annex “A,” respectively;

WHEREAS, by virtue of the Concession Agreement dated February 21, 1997 (the “Concession Agreement”) executed by GRANTEE with MWSS, GRANTEE is appointed as concessionaire and agent of the Metropolitan Waterworks and Sewerage System (“MWSS”) for the provision of water delivery and sewerage services in the Service Area East of MWSS (which includes the cities of Pasig, Mandaluyong and Quezon City and the municipalities of Taytay and Calinta);

WHEREAS, GRANTEE has to undertake pipeline works in various parts of the Service Area East to fulfill its obligations of providing water and sewerage services under the Concession Agreement;

WHEREAS, GRANTEE has requested GRANTOR a gratuitous perpetual easement of right-of-way over the Subject Properties, as marked in the Vicinity Map/Lot Plan (see Annex “B”) and GRANTOR has agreed to grant the same subject to the terms and conditions herein set forth;

Page 1 of 4
NOW, THEREFORE, for and in consideration of the foregoing premises, GRANTOR hereby grants unto GRANTEE a gratuitous perpetual easement of right-of-way over the road situated in the Subject Properties subject to the following terms and conditions:

1. The gratuitous easement of right-of-way herein granted shall be for the benefit of GRANTEE, its principal, subsidiaries, employees, agents, assigns and successors-in-interest;

2. GRANTOR hereby grants GRANTEE and those mentioned in Section 1 hereof an easement of right-of-way on the road for of the Subject Properties for the construction/installation of water line and for the execution/performance of all necessary and related works/activities in connection with the construction/installation of the water line.

2.1 It is understood that ownership of the Subject Properties shall remain with GRANTOR. However, the exercise by GRANTOR of its rights of ownership shall in no way impair the use by GRANTEE, its principal, successors and assigns of the easement.

2.2 GRANTEE, its principal, successors and assigns, shall have all the rights, powers and prerogatives which may be necessary or incidental to the full and unhampered use of the easement, and that GRANTEE shall execute the works with the least inconvenience possible to GRANTOR, its successors and assigns, and the occupants of the Subject Properties.

2.3 Any and all damages that may be caused to the Subject Properties and to any and all works, improvements and structures therein, arising as a consequence of the works done by GRANTEE shall be repaired/restored at the expense of GRANTEE during the effectiveness of the Concession Agreement; thereafter, the repair/restoration shall be for the account of MWSS, its successors, assigns and concessionaire.

2.4 GRANTEE shall perform all works with care to ensure that unnecessary damages and inconvenience are kept to a minimum. GRANTEE shall ensure that its work area shall be organized so as to permit continuous traffic flow.

2.5 GRANTEE shall perform all works strictly in accordance with a work schedule to be mutually agreed upon by the Parties. All unanticipated work problems shall be resolved in close coordination between the Parties' respective engineers.

3. All expenses in connection with the preparation of this Agreement, the construction/installation, operation and maintenance of sewer lines and its appurtenances during the effectiveness of the Concession Agreement shall be for the account of GRANTEE. Thereafter, all operational and maintenance expenses for the sewer lines and its appurtenances shall be for the account of MWSS, its successors, assigns and concessionaire.

4. GRANTOR shall allow the duly authorized representatives of GRANTEE, its principal successors and assigns, and their contractor(s), free access to the Subject Properties for the purpose of the construction/installation, operation and maintenance of the sewer lines and their appurtenances.

5. The easement described herein shall be a lien on the Subject Properties and GRANTEE shall assume the responsibility and expense of having said lien registered/recorded in the appropriate governmental record registry where the right/title of GRANTOR to the
Subject Properties is registered/recorded and/or annotated on the Certificates of Title covering the Subject Properties. Should GRANTOR sell, transfer or assign any of the Subject Properties to another party, GRANTOR shall see to it that the lien of the easement shall be recognized and respected by the buyer, transferee or assignee by and through appropriate contractual stipulation.

6. GRANTOR shall hold GRANTEE free and harmless from any claim for damages or for payment of any easement rights that any other party may demand from GRANTEE, and GRANTOR shall consider itself as the true party in interest in any demand, claim or suit whether judicial or extra-judicial that may be made by any other party pertaining to the grant of such easement.

7. This Agreement and any amendment thereof shall not in any way change, alter and/or adversely affect the rights, privileges and obligations of GRANTEE and MWSS under the Concession Agreement and its amendments.

8. This Agreement may be executed in counterparts, each of which shall be an original but taken together shall constitute one and the same document.

9. This Agreement shall become effective from the date of execution thereof, and shall be binding between the Parties and all their heirs, successors-in-interest and assigns. Any amendment to this Agreement shall be made in writing duly signed by the Parties.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date and place stated below.

STA LUCIA REALTY & DEVELOPMENT INC
GRANTOR
Represented by:

MANILA WATER COMPANY,
GRANTEE
Represented by:

Date :
Place :

Date :
Place :

SIGNED IN THE PRESENCE OF :

Page 3 of 4
ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

) S.S.

BEFORE ME, a Notary Public for and in __________, this ______________ day of __________, 2016, personally appeared the following:

<table>
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<tr>
<th>Name</th>
<th>Competent Evidence of Identity</th>
<th>Date/Place of Issue and/or Valid Until</th>
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</thead>
<tbody>
<tr>
<td>[Redacted]</td>
<td>[Redacted]</td>
<td></td>
</tr>
<tr>
<td>Sta. Lucia Realty &amp; Development, Inc.</td>
<td>[Redacted]</td>
<td></td>
</tr>
<tr>
<td>[Redacted]</td>
<td>[Redacted]</td>
<td></td>
</tr>
<tr>
<td>Manila Water Company, Inc.</td>
<td>[Redacted]</td>
<td></td>
</tr>
</tbody>
</table>

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

This Agreement consists of five (5) pages, including this page on which this acknowledgement is written, and are signed by the parties hereto, together with their instrumental witnesses on each and every page hereof.

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

MEMORANDUM OF AGREEMENT BETWEEN GREENWOODS PHASE IVB HOMEOWNERS ASSOCIATION AND MANILA WATER ON RIGHT-OF-WAY
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the “Agreement”) is made and entered into by and between:

MANILA WATER COMPANY, INC., a corporation duly organized under the laws of the Republic of the Philippines, with principal office at the 2nd Floor, MWSS Administration Building, 489 Katipunan Road, Balara, Quezon City (hereafter referred to as “Manila Water”);

-and-

GREENWOODS EXECUTIVE VILLAGE PHASE 4B HOMEOWNERS ASSOCIATION, a homeowners association duly organized under the laws of the Republic of the Philippines, with principal office at Greenwoods Executive Village Phase 4B, Pinagbuhatan, Pasig City represented by its President, _________, thereunto duly authorized per Secretary’s Certificate dated, _________ attached herein as Annex “A” (hereafter referred to as the “HOA”).

REQUITALS

On May 7, 2016, Sta Lucia Realty & Development, Inc. (as Grantor) and Manila Water (as Grantee) entered into an Agreement for the Grant of an Easement of Right of Way (“Sta. Lucia-Manila Water Agreement”) allowing Manila Water to undertake pipelaying works over the road lots inside Greenwoods Executive Village Phase 4B in Pasig City (the “Subdivision”).

Sta Lucia Realty & Development, Inc. turned over the maintenance and operations of the road lots inside the Subdivision to the HOA by virtue of Certification dated 12 May 2016;

Pursuant to the Agreement between Sta Lucia Realty & Development, Inc. and Manila Water, Manila Water will construct, install, and maintain sewer network lines inside the Subdivision.

To be able to construct, install, and maintain sewer network lines, Manila Water has requested free access to the Subdivision and the HOA has granted such request subject to the terms and conditions set forth hereunder.

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

1. The HOA hereby grants Manila Water unhampered access to the Subdivision which may be reasonably required for the proper implementation of the Sta. Lucia-Manila Water Agreement.

2. Any and all portions of the road lots inside the Subdivision which may be damaged as consequence of the pipelaying works performed thereon shall be repaired and restored by Manila Water at its expense in accordance with the following specifications:

   a. The affected and damaged portion of the road shall be repaired/restored to its original condition;

   b. Road repair/restoration area shall cover only the excavated portion or trench width of the road;
c. The affected portion of the road shall be levelled with any existing manholes/manhole cover; and

d. The work schedule for the pipelaying activities shall be agreed upon by the Parties and Manila Water shall strictly comply with such work schedule.

3. This Agreement may be executed in counterparts, each considered an original, but together shall constitute one document.

IN WITNESS WHEREOF, the Parties have set their hands on the date and at the place stated below.

GREENWOODS EXECUTIVE VILLAGE PHASE 4B HOMEOWNERS ASSOCIATION

By:

[Signature]

President

Date: __________________________
Place: _________________________

MANILA WATER COMPANY, INC

By:

[Signature]

Corporate Operations Group

Date: __________________________
Place: _________________________

Strategic Asset Management Group

Date: __________________________
Place: _________________________
ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES  

) S.S. 

BEFORE ME, a Notary Public for and in ____________, this ___ day of ______ 2016, personally appeared the following:

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<th>Name</th>
<th>Competent Evidence of Identity</th>
<th>Date/Place of Issue and/or Valid Until</th>
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</thead>
<tbody>
<tr>
<td>Greenwoods Executive Village Phase 4B</td>
<td>DRIVERS LICENSE</td>
<td></td>
</tr>
<tr>
<td>Homeowners Association</td>
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</tbody>
</table>

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

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

REPUBLIC OF THE PHILIPPINES

BEFORE ME, a Notary Public for and in , this day of 2016,
personally appeared the following:

Representing
Manila Water Company, Inc.

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

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

ATTY. JOVENCIO P. FULGUERAS

MTICOMMISSION EXPIRES ON DEC 31, 2017
BP NO. 1002120-2015-PAGIB CITY
ROLL NO. 30980
PTR NO. 18775986-C 11/4/2015 O.C.
MCLE COMPLIANCE NO. TP-1000878
PBO 55 BLD. WALSICO BASEMENT KATIPUNAN RD
BALARA, QUEZON CITY
ANNEX K.

DEED OF ABSOLUTE SALE FOR LIBRES PROPERTY
DEED OF ABSOLUTE SALE

KNOW ALL MEN BY THESE PRESENTS:

This DEED OF ABSOLUTE SALE (this “Deed”) is made and executed by:

[Redacted information]

of legal age, dual American and Filipino citizen, with residence and postal address at 3561
[Redacted information]

of legal age, dual American and Filipino citizen, with the same residence and postal address as above; and

[Redacted information]

of legal age, dual American and Filipino citizen, with the same residence and postal address as above, all duly
represented herein by their Attorney-in-Fact,

[Redacted information]

Filipino, of legal age, with residence

[Redacted information]

as evidenced by the Special Power of Attorney attached hereto as Annex “A”, hereinafter referred to as the “SELLERS”.

in favor of

MANILA WATER COMPANY, INC., a domestic corporation existing under and by virtue of Philippine laws, with principal office address at the MWSS Administration Bldg., 489 Katipunan Road, Balaan, Quezon City, Metro Manila, herein represented by its Group Director for Strategic Asset Management,

[Redacted information]

hereinafter referred to as the “BUYER”.

WITNESSETH:

WHEREAS, the SELLERS are the absolute and registered co-owners of a parcel of land consisting of One Hundred Fifty-Four (154) square meters covered by Transfer Certificate of Title (“TCT”) No. PT-142277 and Tax Declaration (“TD”) No. E-016-13234, designated as Lot 20, Block 6 of PES-13-000508, located along Diamond St., Greenwoods Executive Village Phase IVB, Brgy. Pinagbuhatan, Pasig City (the “LOT”). Copies of TCT No. PT-142277 and TD No. E-016-13234 are attached hereto as Annexes “B” and “C”, respectively;

WHEREAS, the SELLERS have offered to sell and the BUYER has agreed to buy the LOT;

NOW THEREFORE, for and in consideration of the foregoing premises, and for the sum of [Redacted information] Philippine Currency, the receipt in full of which is hereby acknowledged by the SELLERS from the BUYER, the SELLERS hereby SELL, TRANSFER and CONVEY, in a manner absolute and irrevocable unto the BUYER, his/her successors and assigns all of their rights, title, interests in, and to, the LOT, free and clear of any and all liens or encumbrances.
In addition:

1. **REPRESENTATIONS AND WARRANTIES** – The SELLERS represent and warrant that:

   (a) They are the legal, valid, absolute, registered and beneficial owners of the LOT. They have a valid, good, legal and marketable title to the LOT and have the right to offer the LOT for sale to the BUYER.

   (b) They have not sold, transferred, assigned or conveyed the LOT to third parties, and there is no encumbrance whatsoever upon the power of the SELLERS to sell, transfer, assign or convey the LOT.

   (c) Good, legal and valid title to the LOT shall pass from the SELLERS to the BUYER in order that the BUYER shall have the right to utilize the LOT for whatever purposes it may serve the BUYER. The SELLERS hereby warrant valid title to, and peaceful possession of, the LOT and further declare that the LOT is free and clear from any and all liens or encumbrances and from any claim of any third party and the SELLERS are ready to defend the same against any claim of any third party and answerable for it. The SELLERS agree to keep and hold the BUYER free and harmless from any claim, charge or liability thereon.

   (d) The real property taxes, assessments, fees, association dues and other dues, where applicable, are paid and current up to the date of signing of this Deed.

   (e) No suits, actions, claims or demands are pending or threatened, against the SELLERS relating to the LOT which, if adversely determined, might materially affect the ability of the SELLERS to transfer the LOT or execute this Deed, and the SELLERS have no knowledge of any other suit, action, or claim or demand threatened, or taken against the LOT.

   (f) All information supplied by or on behalf of the SELLERS in connection with the acquisition of the LOT is true and correct in all material respects.

   (g) The representations and warranties of the SELLERS in this Deed are all material and have been relied upon by the BUYER and shall remain in full force and effect regardless of any investigation made by or on behalf of the BUYER.

2. **ASSESSMENT OF TAXES, TRANSFER AND REGISTRATION** – In the event any assessment or re-computation of taxes is made by any local or national governmental agency or subdivision which would result in an increase in any tax or result in a deficiency in any payment made of any tax, fee, or other charge paid or to be paid on the LOT and the same was incurred during the period when the SELLERS were the owner and/or in possession of the LOT, notwithstanding the fact that it was assessed or recomputed after the transfer of the LOT in the name of the BUYER, the SELLERS shall nevertheless be liable for the payment of any such increase or deficiency and will indemnify and hold free and harmless the BUYER against such increase or deficiency.

   The SELLERS shall shoulder the expenses for the Capital Gains Tax due on the sale of the LOT and all real property taxes, assessments, fees, and association dues due on the LOT up to the date of signing of this Deed. The BUYER shall deduct the amount
corresponding to the Capital Gains Tax or six percent (6%) of the Purchase Price, from the Purchase Price and remit the same to the Bureau of Internal Revenue within the period prescribed under the applicable Philippine tax regulations. The BUYER shall submit to the SELLERS the proof of remittance and payment of the Capital Gains Tax within five (5) days from the remittance thereof.

The BUYER shall shoulder the expenses for documentary stamp tax, local transfer tax, registration and transfer fees, cost of documentation of this Deed, as well as all other necessary and incidental expenses that shall be incurred in the transfer and registration of the TCT and TD over the LOT in the name of the BUYER, and shall process the transfer and registration of the TCT and TD over the LOT in his name.

The SELLERS shall, without need of further compensation, obtain, execute and/or deliver any and all other instruments, authorizations, consents and documents necessary for the implementation of this Deed.

This Deed may be signed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the SELLERS, through their Attorney-in-Fact, have signed this Deed this _______ day of February 2017 at ________.

SELLERS

TIN: __________

TIN: __________

TIN: __________

By:

BUYER

MANILA WATER COMPANY, INC.
TIN: 005-038-428

By:

Group Director for Strategic Asset Management

Group Director for Operations

By:

Attorney-in-Fact
TIN: __________

SIGNED IN THE PRESENCE OF:
IN WITNESS WHEREOF, I have hereunto set my hand on this day of the year.

[Signature]

[Handwritten date]
ANNEX L.
TRANSFERRED TCT TO MANILA WATER
(GREENWOODS PROPERTY)
REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF JUSTICE
Land Registration Authority
QUIZON CITY
Registry of Deeds for Pasig

Transfer Certificate of Title

No. 011-2017000851

IT IS HEREBY CERTIFIED that certain land situated in Brg. of PINABUNATAN, M.F. of PASIG, M.M., IS. of LUZON, bounded and described as follows:


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

Owner: MANILA WATER COMPANY, INC., A DOMESTIC CORPORATION EXISTING UNDER AND BY VIRTUE OF PHILIPPINE LAWS

Address: NMS ADMINISTRATION BLDG., 489 KATIPUNAN ROAD, BALARA, QUEZON CITY

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:

<table>
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<tr>
<th>Case No.</th>
<th>Orig. Reg. Date</th>
<th>Record No.</th>
<th>Decree No.</th>
<th>OCT No.</th>
<th>Page No.</th>
</tr>
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<tbody>
<tr>
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<td>02 25 1963</td>
<td>M-18631</td>
<td>M-93039</td>
<td>OCT-3509</td>
<td>109</td>
</tr>
</tbody>
</table>

Original Owner:

This certificate is a transfer from TRANSFER CERTIFICATE OF TITLE P-142277 (TOTALLY CANCELLED) by virtue hereof in so far as the above-described land is concerned.

Entered at Pasig, Philippines on the 10th day of APRIL 2017 at 12:58pm.

ATTY. REYNALDO B. BAUTISTA
Registrar of Deeds
LOT 2, ON THE SW., ALONG LINE 2-3 BY LOT 19, ON THE NW., ALONG LINE 3-4 BY LOT 29 (LEGAL EASEMENT 3 M. WIDE), AND ON THE NE., ALONG LINE 4-1 BY LOT 21, ALL OF BLK. 6 OF THE CONS.-SUBD. PLAN. BEGINNING AT A POINT MARKED "1" ON PLAN, BEING S. 72 DEG. 36' E., 339.30 M. FROM BLK # 6, FPC-14, PAEIG CADASTRE; THENCE S. 41 DEG. 18' W., 10.00 M. TO POINT 2; N. 48 DEG. 42' W., 15.40 M. TO POINT 1; N. 41 DEG. 18' E., 10.00 M. TO POINT 4; S. 48 DEG. 42' E., 15.40 M. TO THE POINT OF BEGINNING, CONTAINING AN AREA OF ONE HUNDRED FIFTY FOUR (154) SQ. METERS. ALL POINTS REFERRED TO ARE INDICATED ON THE PLAN AND ARE MARKED ON THE GROUND BY PS CYL. CONC. MINS., BEARINGS TRUE; DATE OF THE ORIG. SURVEY, FEB. 13-14, 1948 AND THAT OF THE CONS. SUBD. SURVEY, MAR. 12-13, JUNE 2-3 & AUG. 15-26, 1985, APPROVED OR OCT. 2, 1985.
MEMORANDUM OF ENCUMBRANCES

ENTRY NO. 8384/T-61836 - RESTRICTION:


DATE OF THE INSRIPTION - APRIL 21, 1987 - 11:28 A.M.

(SGD) RAMON G. MANALASTAS, REG. OF DEEDS

ATTY. ARNALD C. BATAUSTA
Registrar of Deeds
ANNEX L.
TRANSFERRED TCT TO MANILA WATER
(GREENWOODS PROPERTY)
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into by and between:

MANILA WATER COMPANY, INC., a corporation duly organized under the laws of the Republic of the Philippines, with principal office at the 2/F MWSS Administration Building, 489 Katipunan Road, Balaar, Quezon City (hereinafter referred to as "Manila Water");

- and -

GREENWOODS EXECUTIVE VILLAGE PHASE 4A
HOMEOWNERS ASSOCIATION, a homeowners association duly organized under the laws of the Republic of the Philippines, with principal office at Greenswoods Executive Village Phase 4A, Pinagbuhatan, Pasig City (hereinafter referred to as the "HOA").

RE bâtals

On 7 May 2016, Sta Lucia Realty & Development, Inc. (as Grantor) and Manila Water (as Grantee) entered into an Agreement for the Grant of an Easement of Right of Way ("Agreement") allowing Manila Water to undertake pipelaying works over the road lots inside Greenswoods Executive Village Phase 4A in Pasig City (the "Subdivision").

Sta Lucia Realty & Development, Inc. turned over the maintenance and operations of the road lots inside the Subdivision to the HOA by virtue of Certification dated 12 May 2016;

Pursuant to the Agreement between Sta Lucia Realty & Development, Inc. and Manila Water, Manila Water will construct, install, and maintain sewer network lines inside the Subdivision.

To be able to construct, install, and maintain sewer network lines, Manila Water has requested free access to the Subdivision and the HOA has granted such request subject to the terms and conditions set forth hereunder.

NOW, THEREFORE, for and in consideration of the foregoing premises, Manila Water and the HOA agree as follows:

1. The HOA hereby grants Manila Water free and unhampered access to the Subdivision which may be reasonably required for the proper implementation of the Agreement.

2. Any and all portions of the road lots inside the Subdivision which may be damaged as consequence of the pipelaying works performed thereon shall be repaired and restored by Manila Water at its expense in accordance with the following specifications:
   a. The affected and damaged portion of the road shall be repaired/restored to its original condition;
   b. Road repair/restoration area shall cover only the excavated portion or trench width of the road;
   c. The affected portion of the road shall be levelled with any existing manholes/manhole cover; and
   d. The work schedule for the pipelaying activities shall be agreed upon by the Parties and Manila Water shall strictly comply with such work schedule.

3. This Agreement may be executed in counterparts, each considered an original, but together shall constitute one document.
IN WITNESS WHEREOF, the Parties have set their hands on the date and at the place stated below.

GREENWOODS EXECUTIVE VILLAGE
PHASE 4A HOMEOWNERS ASSOCIATION

By:

[Signature]
President

Date: 8/5/16
Place: Paranaque City

MANILA WATER COMPANY, INC

By:

[Signature]
Group Director
Corporate Operations Group

Date: [Blank]
Place: [Blank]

[Signature]
Group Director
Strategic Asset Management Group

Date: [Blank]
Place: [Blank]
ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES

) S.S.

BEFORE ME, a Notary Public for and in ____________, this ___ day of __________ 2016, personally appeared the following:

<table>
<thead>
<tr>
<th>Name</th>
<th>Competent Evidence of Identity</th>
<th>Date/Place of Issue and/or Valid Until</th>
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<tbody>
<tr>
<td>[Redacted]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Representing</td>
<td></td>
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<tr>
<td>Greenswoods Executive Village Phase 4A Homeowners Association</td>
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</tr>
</tbody>
</table>

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

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

Doc. No. ___;
Page No. ___;
Book No. ___;
Series of 2016.
ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES

BEC FOR ME, a Notary Public for and in the City of , the 6th day of September 2016, personally appeared the following:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
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<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

[Signature]

ATTY. JOVENCIO P. FULGUERAS

[Address]