

REPUBLIKA NG PILIPINAS  
SANGGUNIANG PANLUNGSOD  
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE  
FOURTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD  
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL,  
ORMOC CITY HALL BUILDING  
ON DECEMBER 04, 2018 IN LIEU OF  
DECEMBER 06, 2018

PRESENT:

Vincent L. Rama,	(Excused), SP Member, Majority Floor Leader
Mario M. Rodriguez,	SP Member, Presiding Officer "Pro-Tempore"
Tomas R. Serafica,	(OIC-City Vice Mayor),
	SP Member, Asst. Majority Floor Leader
Benjamin S. Pongos, Jr.,	SP Member
Eusebio Gerardo S. Penserga,	SP Member
Gregorio G. Yrastorza III,	SP Member
Nolito M. Quilang,	SP Member
John Eulalio Nepomuceno O. Aparis II,	SP Member
	Minority Floor Leader
Lea Doris C. Villar,	SP Member, Asst. Minority Floor Leader
Esteban V. Laurente,	Ex-Officio SP Member, Chapter President,
	Liga ng mga Barangay ng Ormoc
Jasper C. Yerro,	Ex-Officio SP Member, Chapter President,
	Panlungsod Pederasyon ng mga Sangguniang Kabataan ng Ormoc

ON OFFICIAL BUSINESS:

Leo Carmelo L. Locsin, Jr. (OIC-City Mayor),  
City Vice Mayor & Presiding Officer

**RESOLUTION NO. 2018-311**

**A RESOLUTION AUTHORIZING THE CITY MAYOR RICHARD I. GOMEZ OR HIS DULY AUTHORIZED REPRESENTATIVE TO ENTER INTO AND SIGN THE DEED OF USUFRUCT FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC), WITH SPOUSES ANTONIO D. MARAVILES AND FE WELEGETA C. MARAVELES OVER A PORTION OF LAND CONSISTING OF AN AREA OF TWO HUNDRED (200) SQUARE METERS, MORE OR LESS, OF THE LOT NO. 12134-B-7 COVERED BY TRANSFER CERTIFICATE OF TITLE (TCT) NO. 13007 LOCATED IN BARANGAY LILO-AN, ORMOC CITY FOR THE CONSTRUCTION OF A DRILLING STATION.**

WHEREAS, the City Mayor Richard I. Gomez through an Indorsement addressed to Vice Mayor Leo Carmelo L. Locsin, Jr, City Vice Mayor & Presiding Officer of the 14th Sangguniang Panlungsod ng Ormoc dated June 18, 2018 requesting for the issuance of a Resolution authorizing the City Mayor to sign the Deed of Usufruct to be made and entered into by and between the Local Government Unit of Ormoc and spouses Antonio D. Maraviles and Fe Welegeta C. Maraveles for the construction of a water deep well in their property at Barangay Lilo-an, Ormoc City, a copy of the final Deed of Usufruct is hereto attached as Annex "A" and made an integral part hereof;



WHEREAS, pursuant to Section 16 of Republic Act No. 7160, otherwise known as the Local Government Code of 1991, every Local Government Unit shall exercise the powers expressly granted, those necessary implied therefrom, as well as powers necessary, appropriate or incidental for its efficient and effective governance, and those which are essential to the promotion of the general welfare;

WHEREAS, the improvement of the City's water system requires the construction of a drilling station, which is a major component of the system;

WHEREAS, the property owners, spouses Antonio D. Maraviles and Fe Welegeta C. Maraveles, desire to assist LGU-Ormoc in providing the needed lot or location for the construction of a drilling station;

WHEREAS, LGU-Ormoc, in consideration of the owners' willingness to assist in providing a site for the project, shall cause the survey of the parcel of land of the owners to be used as construction site for a drilling station with the lot number and area affected, specifically a portion of Lot No. 12134-B-7 consisting of an area of Two Hundred (200) square meters more or less, which property is covered by Transfer Certificate of Title No. 13007 at Barangay Lilo-an, Ormoc City, a copy of the Sketch Plan is hereto attached as Annex "B" and made an integral part hereof;

WHEREAS, in a letter dated May 25, 2018, the City Legal Officer, Atty. Jasper M. Lucero, noted that the attached TCT indicated that the property subject of the usufruct is in the name of Santiago Anoos and Corazon Diaz, and further recommended that the appropriate deed of transfer between the spouses Anoos and spouses Maraviles be made part of the attachments to the Deed of Usufruct to establish the Maraviles' authority to enter into the same, a copy of the said letter is hereto attached as Annex "C" and made an integral part hereof;

WHEREAS, an Extradjudicial Settlement and Partition Among Heirs with Sale was executed by and between Santiago P. Anoos, Gala A. Cortes, Terso D. Anoos and Helen A. Marimon subsequent to the death of Corazon Diaz Anoos in the year 2015, which cited, among others, the sale made to the Spouses Maraviles of an area of Three Hundred Thirty Square Meters (330), a copy of the said document and the Acknowledgment Receipt pertaining to the said sale are hereto attached as Annex "D" and made an integral part hereof;

WHEREAS, in a document executed on August 09, 2018, particularly a Confirmation of Deed of Absolute Sale with Lot Identity, the heirs of spouses Anoos, Gala A. Cortes, Terso D. Anoos and Helen A. Marimon, confirmed and ratified the said sale made in favor of Spouses Maraviles, including the exact location and identity of the 330 square meters, a copy of the document and its corresponding Annexes is hereto attached as Annex "E" and made an integral part hereof;

WHEREAS, cognizant of the need to have sufficient, safe and ample supply of water for the benefitted consumers, this Sanggunian finds the necessity to have a Drilling Station constructed in Barangay Lilo-an;

WHEREAS, upon close examination by this august Body, the Deed of Usufruct is found: to clearly and plainly encapsulate the terms and conditions of the agreement of the parties thereto, including their specific roles and obligations towards the attainment of the lofty ends of the same; to be not contrary to law, public policy and public order; and, lastly, to be advantageous to the City as it is entered into for the benefit of the water consumers who will be able to enjoy water coming from the subject drilling station, and hence, deserving of this august Body's prompt and favorable action.



WHEREFORE, on motion of SP Member Benjamin S. Pongos, Jr., Chairman, Committee on Laws and Ordinances, severally seconded by SP Members Tomas R. Serafica, Nolito M. Quilang, John Eulalio Nepomuceno O. Aparis II and Jasper C. Yerro; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass a RESOLUTION AUTHORIZING THE CITY MAYOR RICHARD I. GOMEZ OR HIS DULY AUTHORIZED REPRESENTATIVE TO ENTER INTO AND SIGN THE DEED OF USUFRUCT FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC), WITH SPOUSES ANTONIO D. MARAVILES AND FE WELEGETA C. MARAVELES OVER A PORTION OF LAND CONSISTING OF AN AREA OF TWO HUNDRED (200) SQUARE METERS, MORE OR LESS, OF THE LOT NO. 12134-B-7 COVERED BY TRANSFER CERTIFICATE OF TITLE (TCT) NO. 13007 LOCATED IN BARANGAY LILO-AN, ORMOC CITY FOR THE CONSTRUCTION OF A DRILLING STATION;

ADOPTED, December 04, 2018.

RESOLVED, FURTHER, that a copy of the final and notarized Deed of Usufruct and its annexes be submitted to the Sangguniang Panlungsod ng Ormoc for its information and files;

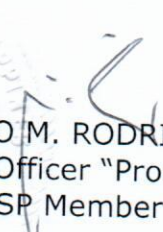
RESOLVED, FINALLY, to furnish copies of this resolution each to the City Mayor of Ormoc Richard I. Gomez, the City Administrator, Mr. Vincent L. Emnas; the Ormoc Waterworks Office; the City Legal Officer, Atty. Josephine M. Romero; the Register of Deeds, Ormoc City; the Barangay Council of Lilo-an; Spouses Antonio D. Maraviles and Fe Welgeta C. Maraveles; the OIC-City Director, DILG; and other concerned offices for their information and guidance.

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the foregoing resolution.

  
MARIA ANTONIETA G. CO HAT  
(OIC - SP Secretary)  
Supervising Administrative Officer

ATTESTED:

  
MARIO M. RODRIGUEZ  
Presiding Officer "Pro-Tempore"  
SP Member



## DEED OF USUFRUCT

### KNOW ALL MEN BY THESE PRESENTS:

That WE, **JUAN ANTONIO D. MARAVILES** and **FE WELEGETA C. MARAVELES**, of legal age, Filipino, spouses and residents of Barangay Lilo-an, Ormoc City, hereinafter referred to as the **OWNERS**,

-AND-

**LGU ORMOC CITY**, herein represented by **CITY MAYOR RICHARD I. GOMEZ, MBA**, duly authorized to sign as done by Sangguniang Panlungsod Resolution No. \_\_, with office address at New Ormoc City Hall, Aunubing St., Brgy. Cogon, Ormoc City, hereinafter called the **USUFRUCTUARY**,

### WITNESSETH

**WHEREAS**, Republic Act 7160, otherwise known as the Local Government Code of 1991, mandates that every local government shall exercise the powers expressly granted, those necessary implied therefrom, as well as powers necessary, appropriate, or incidental for its efficient governance, and those which are essential to the promotion of the general welfare;

**WHEREAS**, the improvement of the City's water system requires the construction of a Drilling Station, which is a major component of the system;

**WHEREAS**, the **OWNERS** desire to assist the **USUFRUCTUARY** in providing the needed location for the construction of the Drilling Station;

**WHEREAS**, the **USUFRUCTUARY**, with concurrence of the Sangguniang Panlungsod, is amenable to the proposal of the **OWNERS**;

**WHEREAS**, the **USUFRUCTUARY**, in consideration of the **OWNERS'** willingness to assist in providing a site for the project, shall cause the survey of the parcel of land of the **USUFRUCTUARY** to be used as construction site for a **DRILLING STATION** with the lot number and area affected, mainly a portion of Lot No. 12134-B-7 containing an area of Two Hundred (200) square meters more or less covered by Certificate of Title No. 13007 at Brgy. Lilo-an, Ormoc City;

**NOW THEREFORE**, for and in consideration of the foregoing premises, the parties hereby agree on the following terms and conditions:

1. The **OWNERS** shall grant the perpetual use of the aforesaid parcel of land to the **USUFRUCTUARY** for the construction of the **DRILLING STATION** and consequently its operation and maintenance;
2. The **USUFRUCTUARY** shall carry out the necessary improvements and maintenance of the parcel of land intended for the construction of the **DRILLING STATION**;
3. Both parties agree that the parcel of land that will be provided pursuant to this agreement shall not be for the use of the general public and that the same shall be fenced before the start of the construction of the **DRILLING STATION**;



4. Pursuant to the immediately preceding paragraph, it is hereby mutually agreed that only Ormoc Waterworks and Sewerage Administration (ORWASA) personnel, vehicles and equipments, and other concerned City Government Officials and employees shall be allowed to pass and/or make use of the **DRILLING STATION** established and maintained under this agreement;
5. The **OWNERS** shall have the full right to recommend personnel who shall serve as watchmen/guards of the area occupied by the **DRILLING STATION** in that they are more familiar therewith and are in a better position to watch over the same; and that this particular provision shall remain in force unless otherwise revised or amended by mutual written consent of both parties;
6. The **OWNERS** shall have a total maximum of One Hundred (100) cubic meters water consumption per month free of charge;
7. The **USUFRUCTUARY** shall, and for the entire duration of this agreement, shoulder all real property taxes that may accrue on that portion of the property upon which the **DRILLING STATION** shall be constructed and maintained;
8. Should the **USUFRUCTUARY** cease to operate the **DRILLING STATION** for whatever reason not caused by or attributable to the **OWNERS**, the area occupied thereby and subject of this agreement shall automatically revert to the full, functional and beneficial use of the **OWNERS**. In addition, the **DRILLING STATION** and all accompanying and/or related structures constructed on the abovespecified area incidental thereto shall accrue to the ownership of the **OWNERS** without obligation to reimburse the **USUFRUCTUARY**;
9. It is hereby agreed by the **PARTIES** that the management and operation of the **DRILLING STATION** shall be exercised solely by the **USUFRUCTUARY** and not by private entities or other government agencies unless otherwise agreed in writing by both **PARTIES**. In the event such transfer is agreed upon by the **PARTIES**, the terms and conditions set forth in this agreement shall remain in force, more particularly the privileges given by the **USUFRUCTUARY** unto the **OWNERS**, without prejudice to the adoption of supplemental or amended terms and conditions of the agreement in writing by both **PARTIES**;
10. This agreement shall commence upon the date of signing hereof. Except in the event of termination arising from violation of any of the provisions hereof, as provided in the next paragraph, this agreement shall subsist unless terminated upon mutual agreement in writing by both **PARTIES**;
11. Violation of any provisions of this agreement by the **PARTIES** shall render the same null and void.

IN WITNESS WHEREOF, the **OWNERS** and **USUFRUCTUARY** have hereunder subscribed their names this \_\_\_\_ day of \_\_\_\_\_ 2018 at \_\_\_\_\_, Philippines.

ANTONIO D. MARAVILES  
OWNER

LGU-ORMOC CITY  
USUFRUCTUARY  
By:

FE WELEGETA C. MARAVELES  
OWNER

RICHARD I. GOMEZ  
City Mayor

WITNESSES:

ACKNOWLEDGEMENT

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

BEFORE ME, a notary for and in the City of Ormoc, personally appeared, the above named persons with their competent identifications to wit:

RICHARD I. GOMEZ  
ANTONIO D. MARAVILES  
FE WELEGETA C. MARAVELES

ID

Date/Place Issued

Personally known to the witnesses, who are known to me to be the same persons who executed the foregoing Deed of Usufruct consisting of three (3) pages including this page and acknowledged to me that the same is their free and voluntary act and deed.

This instrument consisting of three (3) pages including this acknowledgement has been signed on the left margin on each and every page hereof by the parties herein and their witnesses and sealed with my notarial seal.

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

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2018.





Annex C



Republic of the Philippines  
**OFFICE OF THE CITY LEGAL OFFICER**  
Ormoc City, Leyte

25 May 2018

**MA. VICTORIA LYRA P. DELA CERNA RRT, MBA-HA, MPA**  
City Govt. Asst. Dept. Head I  
City Mayor's Office  
LGU-Ormoc City

Re: Review of Deed of Usufruct between LGU Ormoc and the Spouses  
Maraveles for Construction of Deep Well

Dear Ms. Dela Cerna:

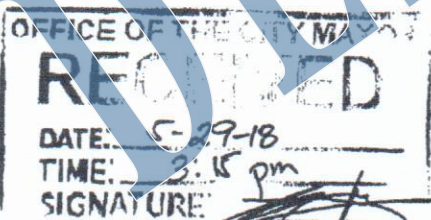
The undersigned notes that the attached TCT indicates that the property subject of the usufruct is in the name of Santiago Anoos and Corazon Diaz. It may be assumed that some manner of transfer of the property has taken place between Santiago Anoos and Corazon Diaz and the spouses Maraveles, as the latter are being treated as owners of the property. The attachments do not, however, show how such transfer took place, if at all it did.

It is the recommendation of the undersigned that the appropriate deed of transfer (Deed of Extrajudicial Partition, Deed of Sale, Deed of Donation, etc.) be made part of the attachments to the deed of usufruct to establish the Maraveles' authority to enter into the same.

Thank you.

Very Truly Yours,

**ATTY. JASPER M. LUCERO**  
City Legal Officer



CONFIRMED TRUE COPY

**JORNELI CELINE P. MAGLASANG**  
ADMINISTRATIVE AIDE I



## EXTRAJUDICIAL SETTLEMENT AND PARTITION AMONG HEIRS WITH SALE

KNOW ALL MEN BY THESE PRESENTS:

This EXTRAJUDICIAL SETTLEMENT AND PARTITION AMONG HEIRS WITH SALE made and executed by and between:

SANTIAGO P. ANOOS, of legal age, Filipino, widower and a resident of Brgy. Lilo-an, Ormoc City, Philippines;

GALA A. CORTES, of legal age, Filipino, married to Roberto G. Cortes and a resident of Brgy. Lilo-an, Ormoc City, Philippines;

TERSO B. ANOOS, of legal age, Filipino, married to Carolina L. Anoos and a resident of Sitio Bafra, Brgy. Bafra, Ormoc City, Philippines;

HELEN A. MARIMON, of legal age, Filipino, married to John Mark M. Marimon and a resident of Brgy. Lilo-an, Ormoc City, Philippines, do hereby FREELY, VOLUNTARILY and SPONTANEOUSLY;

### WITNESSETH

We are only the surviving compulsory heirs of the late CORAZON DIAZ ANOOS, being the husband and children, who survived the said deceased;

The said CORAZON DIAZ ANOOS died on April 21, 2015 in Ormoc City;

The said CORAZON DIAZ ANOOS, died without leaving any will and testament;

To the best of our knowledge the said deceased left no debts;

The said deceased CORAZON DIAZ ANOOS died leaving an estate consisting ONE HALF (1/2) SHARE of the following properties:

#### Parcel I

"A parcel of land (Lot 12134-B-7 of the subdivision plan (LRC) Psd-213303, being a portion of Lot 12134-B. (LRC) Psd-204848, LRC. Cad. Rec. No. 1788), situated in the Barrio of Lilo-an, City of Ormoc, Island of Leyte. Bounded on the x x x. Containing an area of THREE THOUSAND TWO HUNDRED SIXTY FIVE (3,265) SQUARE METERS, more or less, covered by Transfer Certificate of Title No. 13007 in the Office of the Registry of Deeds for the Ormoc City."

#### Parcel II

"A parcel of land (Lot 6533-A of the subdivision plan, Psd. 70776, being a portion of Lot 6533 of the Cadastral Survey of Ormoc, LRC. Cad. Rec. No. 1788), situated in the District of Lilo-an, City of Ormoc. Bounded on the x x x. Containing an area of NINE THOUSAND NINE HUNDRED NINE (9,909) SQUARE METERS, more or less, covered by Transfer Certificate of Title No. 20299 in the Office of the Registry of Deeds for the Ormoc City."



Extrajudicial Settlement and Partition with Sale p 2  
Heirs of Corazon D. Anooos

Parcel III

"A parcel of land (Lot 12134-C, of the subdivision plan (LRC) Psd-204848, being a portion of Lot 12134, Ormoc Cad., LRC Cad. Rec. No. 1788) situated in the Barrio of Lilo-an, City of Ormoc, Island of Leyte. Bounded on the x x x. Containing an area of **FOUR HUNDRED FIFTY (450) SQUARE METERS**, more or less, covered by Transfer Certificate of Title No. 12995 in the Registry of Deeds for the Ormoc City."

Parcel IV

"A parcel of land (Lot 3 of the consolidation-subdivision plan (LRC) Pcs-12184, being a portion of the consolidation of Lots 6534, 6535 & 6536, Ormoc Cad. LRC Cad. Rec. No. 1788), situated in the Barrio of Lilo-an, City of Ormoc. Bounded on the x x x. Containing an area of **TWENTY SEVEN THOUSAND SEVEN HUNDRED SIXTY SIX (27,766) SQUARE METERS**, more or less, covered by Transfer Certificate of Title No. 14390 in the Office of the Registry of Deeds for the Ormoc City."

Parcel V

"A parcel of land (Lot 2-B-3 of the subdivision plan (LRC) Psd-283651, approved as a non subdivision project, being a portion of Barrio of Lilo-an, City of Ormoc. Bounded on the x x x. Containing an area of **TWELVE THOUSAND SEVEN HUNDRED NINETY EIGHT (12,798) SQUARE METERS**, more or less, covered by Transfer Certificate of Title No. 16295 in the Office of the Registry of Deeds for the Ormoc City."

Residential House

One (1) unit residential house erected on said Lot 12134-C."

Residential House

One (1) unit residential house erected on said Lot 6444-Part."

We, the parties of this extrajudicial settlement have agreed, as we do hereby agree, to **DIVIDE, SETTLE and DISTRIBUTE** among ourselves the aforesaid estate of **CORAZON DIAZ ANOOS** as follows:

To SANTIAGO P. ANOOS

ONE-FOURTH (1/4) SHARE

To GALA A. CORTES

ONE-FOURTH (1/4) SHARE

To TERSO D. ANOOS

ONE-FOURTH (1/4) SHARE

To HELEN A. MARIMON

ONE-FOURTH (1/4) SHARE

It is hereby made clear that the estate of the late **CORAZON DIAZ ANOOS** consists of her conjugal share or one half (1/2) only of the above-described property:

It is further made known that the remaining **ONE HALF (1/2)** of the above-mentioned described property is the conjugal share of **SANTIAGO P. ANOOS**.



Extrajudicial Settlement and Partition with Sale p 3  
Heirs of Corazon D. Anos

## SALE

That we, **SANTIAGO P. ANOOS, GALA A. CORTES, TERSO D. ANOOS**  
And **HELEN A. MARIMON** with personal circumstances already stated above, for and  
in consideration of the sum of **THIRTY THOUSAND pesos (P30,000.00)** Philippine, to  
us in hand paid to our complete and entire satisfaction by **ANTONIO D. MARAVILES**  
and **FE WELEGETA C. MARAVELES**, both of legal ages, Filipinos, spouses and  
both residents of Brgy. Lilo-an, , Ormoc City, Philippines, by these presents, do hereby  
**SELL, CEDE, FOREGO and TRANSFER** absolutely and unconditionally a portion of  
**THREE HUNDRED THIRTY (330) SQUARE METERS** of the said Parcel I- ( Lot  
12134-B-7 with an area of 3,265 square meters) unto the said spouses **ANTONIO D.**  
**MARAVILES** and **FE WELEGETA C. MARAVELES**, their heirs, assigns and  
successors of which we inherited from the above-named deceased, free from all liens and  
encumbrances whatsoever.

IN WITNESS WHEREOF, We have hereunto set our hands this 02 day of  
June, 2015 at Ormoc City, Philippines.

*Santiago Anos*  
**SANTIAGO P. ANOOS**

Heir-Vendor

*Gala A Cortes*  
**GALA A. CORTES**

Heir-Vendor

*Terso D. Anos*  
**TERSO D. ANOOS**

Heir-Vendor

*Helen A. Marimon*  
**HELEN A. MARIMON**

Heir-Vendor

SIGNED IN THE PRESENCE OF:

*Melvin N. Maraviles*  
**MELVIN N. MARAVILES**

Brgy. Bataan, Ormoc City

*Arlene Y. Bantasan*  
**ARLENE Y. BANTASAN**

Agua Dulce Street, Ormoc City

REPUBLIC OF THE PHILIPPINES)  
CITY OF ORMOC ..... ) S.S.

BEFORE ME, a Notary Public for and in the City of Ormoc, personally  
appeared:

Name  
**SANTIAGO P. ANOOS**  
**GALA A. CORTES**  
**TERSO D. ANOOS**  
**HELEN A. MARIMON**

Competent Evidence of Identity  
**Senior Citizen ID # 4974**  
**Brgy. ID # 43-1616-41202-39**  
**SSS ID # 06-1005002-6**  
**TIN # 917-641-789**

and whose signatures and addresses appear above as the very same persons who  
executed the foregoing instrument and said persons acknowledged to me that the same is  
their free act and voluntary deed.

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

Doc. No. 79

Page No. 16

Book No. LXV

CERTIFIED TRUE AND CORRECT FROM THE ORIGINAL  
ORMOC CITY, PHILIPPINES 08 JULY 2018

ATTY. *[Signature]* AN-TOLIBAO  
NOTARY PUBLIC FOR ORMOC CITY

*[Signature]*  
**ATTY. ALEAH TAYLOR BATAAN TOLIBAO**  
NOTARY PUBLIC FOR ORMOC CITY  
NOTARIAL COMMISSION NO. ORM-14-12-016  
COMMISSION UNTIL DECEMBER 31, 2018  
ROLL NO. 55259  
IBP NO. 0082463, LEYTE CHAPTER, 01/14/2015  
PTR NO. 4482104, ORMOC CITY, 01/08/2015  
TIN NO. 429-28775



P 30,000.00

# ACKNOWLEDGMENT RECEIPT

RECEIVED from spouses ANTONIO D. MARAVILES and FE WELEGETA C. MARAVELES, the sum of THIRTY THOUSAND pesos (P30,000.00) Philippine Currency, as full payment of that certain portion of **THREE HUNDRED THIRTY (330) SQUARE METERS** of a parcel of land known as Lot 12134-B-7 of the subdivision plan (LRC) Psd-215303, being a portion of Lot 12134-B, (LRC) Psd-204848, LRC. Cad. Rec. No. 1788), situated in the Barrio of Lilo-an, City of Ormoc, Island of Leyte. Bounded on the x x x. Containing an area of **THREE THOUSAND TWO HUNDRED SIXTY FIVE (3,265) SQUARE METERS**, more or less, covered by Transfer Certificate of Title No. 13007 in the Office of the Registry of Deeds for the Ormoc City.

Ormoc City, Philippines.

*Santiago P. Anos*  
SANTIAGO P. ANOOS

Heir-Vendor

*Terso D. Anos*  
TERSO D. ANOOS

Heir-Vendor

*Gala A. Cortes*  
GALA A. CORTES

Heir-Vendor

*Helen A. Marimon*  
HELEN A. MARIMON

Heir-Vendor

SIGNED IN THE PRESENCE OF:

*Melvin N. Maraviles*  
MELVIN N. MARAVILES  
Brgy. Batuan, Ormoc City

*Arlene Y. Bantasan*  
ARLENE Y. BANTASAN  
Agua Dulce Street, Ormoc City

REPUBLIC OF THE PHILIPPINES)  
CITY OF ORMOC ..... ) S.S.

BEFORE ME, a Notary Public for and in the City of Ormoc, personally appeared:

Name	Competent Evidence of Identity
SANTIAGO P. ANOOS	Senior Citizen ID # 4974
GALA A. CORTES	Brgy. ID # 43-1616-41202-39
TERSO D. ANOOS	SSS ID # 06-1005002-6
HELEN A. MARIMON	TIN # 917-641-789

and whose signatures and addresses appear above as the very same persons who executed the foregoing instrument and said persons acknowledged to me that the same is their free act and voluntary deed.

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

Doc. No. *90*  
Page No. *16*  
Book No. *CYN*  
Series of 2015

*Aleah Rafael G. Bataanan-Tolisao*  
ATTY. ALEAH RAFAEL G. BATAAN-TOLISAO  
NOTARY PUBLIC FOR ORMOC CITY  
NOTARIAL COMMISSION NO. ORM-14-10777  
COMMISSION UNTIL DECEMBER 31, 2016  
ROLL NO. 58950

CERTIFIED TRUE COPY OF THE ORIGINAL  
ORMOC CITY, PHILIPPINES

*Aleah Rafael G. Bataanan-Tolisao*  
ATTY. ALEAH RAFAEL G. BATAAN-TOLISAO  
NOTARY PUBLIC FOR ORMOC CITY



"Annex E"

**CONFIRMATION OF DEED OF ABSOLUTE SALE  
WITH LOT IDENTITY**

**KNOW ALL MEN BY THESE PRESENTS:**

We, **GALA A. CORTES**, of legal age, Filipino, married to Roberto G. Cortes and a resident of Brgy. Lilo-an, Ormoc City, Leyte; **TERSO D. ANOOS**, of legal age, Filipino, married to Carolina I. Anoos and a resident of Sitio Batra, Brgy. Balion, Ormoc City; and **HELEN A. MARIMON** of legal age, Filipino, married to John Mark M. Marimon and a resident of Brgy. Lilo-an, Ormoc City, Leyte

**-WITNESSETH-**

That we are the only surviving compulsory heirs of the late **CORAZON DIAZ ANOOS**, who died on April 21, 2013, being the children who survived the said deceased.

That on June 2, 2015, we executed an **EXTRAJUDICIAL SETTLEMENT AND PARTITION AMONG HIERS WITH SALE** consisting of one-half (1/2) conjugal share of the deceased involving five (5) parcels of land and two (2) residential houses, described as follows: 1.) Lot 12134-B-7 of the subdivision plan (LRC) Psd-215303 being a portion of Lot 12134-B consisting of 3,265 square meters and covered by TCT No. 13007; 2.) Lot 6533-A of the subdivision plan Psd- 70776 being a portion of Lot 6533 consisting of 9,909 square meters and covered by TCT No. 20299; 3.) Lot 12134-C of the subdivision plan (LRC) Psd-204848 being a portion of Lot 12134 consisting of 450 square meters and covered by TCT No 12995; 4.) Lot 3 of the consolidation-subdivision plan (LRC) Pcs-12184, being a portion of the consolidation of Lots 6534, 6535 & 6536 consisting of 27,766 square meters and covered by TCT No 14390, 5.) Lot 2-B-5 of the subdivision plan (LRC) Psd-283651 consisting of 12,798 square meters and covered by TCT No 16295; 6.) One Unit Residential House erected on Lot 12134-C; and 7.) One Unit Residential House erected on Lot 6434-Part. The said properties are all located at Brgy. Lilo-an, Ormoc City. Copy of the **EXTRAJUDICIAL SETTLEMENT AND PARTITION AMONG HIERS WITH SALE** is hereto attached and forms an integral part of this document as Annex "A".

That, **SANTIAGO P. ANOOS**, was one of the heirs who executed the said **EXTRAJUDICIAL SETTLEMENT AND PARTITION AMONG HIERS WITH SALE** being then the surviving husband along with his children. Unfortunately, however, **SANTIAGO P. ANOOS** died last June 16, 2017, copy of the Certificate of Death is hereto attached as Annex "B".

That in the said **EXTRAJUDICIAL SETTLEMENT AND PARTITION AMONG HIERS WITH SALE**, We, with full knowledge and consent among ourselves, sold to **SPOUSES ANTONIO D. MARAVILES and FE WELEGETA C. MARAVILES** a portion of the above-described Lot 12134-B-7 consisting of **THREE HUNDRED THIRTY (330) SQUARE METERS** more or less, out of the total area of 3,265 square meters situated in Brgy. Lilo-an, Ormoc City, for a consideration of P30,000.00 Pesos, Philippine currency.

That we likewise agreed among ourselves that the aforesaid 330 square meters which is a portion of Lot 12134-B-7 sold to **SPOUSES ANTONIO D. MARAVILES and FE WELEGETA C. MARAVILES** is located in the middle of Lot 12134-B-7 bounded on the North by a Road-Right of Way and South by Lot 12134-B-2 which is the exact and correct location as indicated in the attached Lot Plan of Lot 12134-B-7-Part (Sketch) showing the Technical Descriptions prepared by Isidro C. Lusanta Jr. as Annex "C".

That the said transaction including the location and identity of the lot mentioned above which was sold **SPOUSES ANTONIO D. MARAVILES and FE WELEGETA C. MARAVILES** are known to us (husband and children) of the late **CORAZON DIAZ ANOOS**.



That we hereby **AFFIRM, CONFIRM, and RATIFY** the said sale in favor of **SPOUSES ANTONIO D. MARAVILES and FE WELEGETA C. MARAVILES**, who, since the sale was made in favor of them immediately exercised ownership and open possession of the portion of said land herein mentioned above and that the exact location and identity of the lot in the attached Lot Plan of Lot 12134-B-7-Part showing the Technical Descriptions prepared by Isidro C. Lusanta Jr. is the same exact location and identity of 330 square meters sold to Spouses Maraviles.

That this deed of confirmation of previous sale and identity of lot are likewise known to us, our heirs, successors and assigns. We know the foregoing facts of our own personal knowledge being the husband and children of the deceased **CORAZON DIAZ ANOOS** and furthermore we actually witness the transaction referred to this presents.

**IN WITNESS WHEREOF**, we have hereunto set our hands this 9<sup>th</sup> day of Aug '2018 at Ormoc City, Leyte.

Gala Cortes  
**GALA A. CORTES**  
Sister

TERSO D. ANOOS  
Brother

HELEN A. MARIMON  
Sister

Signed in the presence of:

CARLITO D. MARAVILES  
witness

ANECITA E. JUNTILLA  
witness

### ACKNOWLEDGMENT

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

Before me, **NOTARY PUBLIC**, for and in the City of Ormoc, Leyte, Philippines, this 9<sup>th</sup> day of Aug, 2018, personally came and appeared the following:

Name	Competent Evidence of Identity	Date and Place Issued
<b>GALA A. CORTES</b>	Philhealth # S13 -	201368900-1 Ormoc City
<b>TERSO D. ANOOS</b>	SSS ID # CRN -	0006-1005002-6 Ormoc City
<b>HELEN A. MARIMON</b>	Philhealth # S13 -	050020252-2 Ormoc City

known to me and to me known to be the same persons who executed the foregoing instrument, consisting of two (2) pages including this page, signed by two (2) instrumental witnesses which they acknowledged before me as their free and voluntary act and deed.

**WITNESS MY HAND AND SEAL** this 9<sup>th</sup> day of Aug '2018 at Ormoc City, Leyte, Philippines.

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Page No. 74;  
Book No. 48;  
Series of 2018

**ATTY. JASPER M. LUCERO**  
Notary Public for the City of Ormoc  
Municipalities of San Isidro, Republica &  
Kaban, Leyte, Philippines, 17-12-009  
My Commission Expires on December 31, 2019  
PTR No. 5468146 / 1-08-18 / Ormoc City  
LUP No. 076113 / 1-10-18 / Leyte  
Roll No. 45334, May 8, 2000  
Tid # 317-641-378