

# RIGHT OF WAY AND COST SHARING AGREEMENT FOR SHARED BOULEVARD

This Agreement is made and entered into on this 25 day of FEB, 2025 by and among the following parties:

- **Pulu Amsic Subdivision**
- **Plantation Hills Subdivision**
- **Fairways Subdivision**
- **Josefaviile Subdivision 2**

## **Purpose:**

This Agreement formalizes the right of way for ingress and egress over the boulevard (hereinafter referred to as the "BLVD") to provide access to the properties of the subdivisions listed above. The parties agree to share the costs and responsibilities associated with the care and maintenance of the BLVD as outlined in this Agreement.

## **1. Rights Granted:**

The easement granted herein provides each subdivision with the unrestricted right to ingress, egress, and access to and from their properties via the BLVD. This easement allows for passage over the BLVD for the benefit of the residents of each subdivision.

## **2. Cost Sharing:**

The subdivisions agree to share the costs of maintaining the BLVD in proportion to the usage of their residents. The percentage distribution set for each subdivision is as follows:

SUBDIVISION	USAGE (%)
• Pulu Amsic Subdivision:	<b>55</b>
• Plantation Hills Subdivision:	<b>30</b>
• Fairways Subdivision:	<b>10</b>
• Josefaviile Subdivision 2:	<b>5</b>

The average monthly expense for the care and maintenance of the BLVD is approximately TWENTY-FIVE THOUSAND PESOS (P25,000). Based on this monthly expense, the subdivisions are expected to remit the following amounts on a monthly basis:

SUBDIVISION	MONTHLY EXPENSE (PHP)
• Pulu Amsic Subdivision:	<b>13,750</b>
• Plantation Hills Subdivision:	<b>7,500</b>
• Fairways Subdivision:	<b>2,500</b>
• Josefaviile Subdivision 2:	<b>1,250</b>

## **3. Payment Terms:**

Payments for the care and maintenance of the BLVD shall be due on the first of each month and must be paid to the Pulu Amsic office no later than the fifth day of the month, without the need for official billings.

## **4. Interest for Late Payment:**

In the event that any subdivision fails to pay its monthly BLVD maintenance and care fee within the first five (5) days of each month, the delinquent subdivision shall pay interest on the arrears at the rate of three (3%) percent per month, which shall be compounded monthly until full payment is made.

## **4. Annual Meeting:**

Representatives from the four subdivisions agree to meet annually on the first Monday of April to review this agreement and to discuss updates to include the following:

- Adjustments to maintenance and care costs
- BLVD repair and maintenance needs
- Operation of the BLVD and improvements



- All other concerns

Throughout the year, any member subdivision may call for a special meeting if an issue or concern arises that requires immediate attention and cannot wait until the annual meeting.

**5. Amendments:**

Any amendments or modifications to this Agreement must be agreed upon unanimously by all four subdivisions. No changes to this sharing agreement shall be implemented unless there is a consensus among all parties involved.

**6. Improvement Costs:**

The fees outlined in Section 2 do not cover costs for major improvements to the BLVD. These fees are exclusively for the ongoing maintenance and upkeep of the BLVD. When major improvements are proposed and agreed upon by the member subdivisions, the associated extraordinary costs shall be shared equally among all member subdivisions. For consideration, proposed improvements must adhere to the following guidelines:

- Engineered by a licensed professional.
- Approved by all member subdivisions.
- Carried out by a contractor chosen through a competitive bidding process, with a minimum of two qualified contractors submitting proposals.

**7. General Boulevard Rules:**

- A speed limit of 40 kilometers per hour (kph) shall be observed and enforced.
- Parking shall be prohibited along the BLVD at all times.
- No vending or street-side businesses shall be allowed on the BLVD.

This Agreement constitutes the full and final understanding among the member subdivisions regarding the subject matter herein and supersedes all prior discussions or agreements related to the BLVD. Any matters not explicitly addressed in this Agreement shall be governed by common sense and applicable laws. By entering into this Agreement, each party acknowledges its commitment to maintaining the BLVD and abiding by the terms set forth herein.

**IN WITNESS WHEREOF**, the parties have hereunto signed this 25 day of February 2025 at Angeles City, Philippines.

**For PULU AMSIC SUBDIVISION:**

Signature: [Signature]  
 Name: Maria L. Pamanua  
 Title: VICE PRES.

[Signature]  
 EMERITA J. ESPANOL  
 CORP. SECRETARY

**For PLANTATION HILLS SUBDIVISION:**

Signature: [Signature]  
 Name: Mario Valderrama  
 Title: Representative

PALA-Board of Directors  
**RECEIVED**

**For FAIRWAYS SUBDIVISION:**

Signature: [Signature]  
 Name: STEINBACHER MICHAEL  
 Title: REPRESENTATIVE

**For JOSEFAVILLE SUBDIVISION 2:**

Signature: [Signature]  
 Name: RINA VARESO  
 Title: \_\_\_\_\_

