

**WHEREAS**, received by the Sangguniang Panlungsod for appropriate action is the 1<sup>ST</sup> Endorsement dated February 12, 2019 from the Office of the City Mayor, endorsing for ratification the Memorandum of Agreement made and entered into by and between the City Government of Naga and Ms. Elena Tessa F. Gimenez Bernier, Ms. Sonia Gimenez Palacio, Mr. George F. Gimenez, Heirs of Arthur F. Gimenez represented by Norma Recio Gimenez and Jose F. Gimenez, Jr., represented by Editha S. Santuyo with respect to parcels of land located at Bgy. Balatas, this city;

**WHEREAS,** the subject property covers three (3) parcels of land specifically described as Lot 6, 8, and 4, with an area of 5.1630, 0.8874 and 3.8904 hectares, and covered by TCT Nos. 10247, 10248, and 10249, respectively, all located at Barangay Balatas, Naga City;

**WHEREAS**, Lots 6, 8 and 4 are presently occupied by at least 450 informal settlers, 20 of which with pending cases for ejectment with the Municipal Trial Court of Naga City while the rest are identified to be filed with ejectment cases;

**WHEREAS**, copy of the said Memorandum of Agreement is hereto attached as integral part of this resolution;

**WHEREAS**, finding the same to be in order and necessary in the furtherance of the city's Socialized Housing Program;

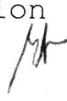
**NOW, THEREFORE,** on motion of Hon. Mila S.D. Raquid-Arroyo, seconded by Hon. Cecilia Veluz-De Asis, Hon. Gregorio R. Abonal, Hon. Jose C. Rañola, Hon. Elmer S. Baldemoro and Hon. Julian C. Lavadia Jr.;;

**BE IT RESOLVED**, as it is here resolved, to ratify the Memorandum of Agreement made and entered into by and between the City Government of Naga and Ms. Elena Tessa F. Gimenez Bernier, Ms. Sonia Gimenez Palacio, Mr. George F. Gimenez, Heirs of Arthur F. Gimenez represented by Norma Recio Gimenez

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and Jose F. Gimenez, Jr., represented by Editha S. Santuyo with respect to parcels of land located at Bgy. Balatas, this city.

**LET COPIES** of this resolution be furnished His Honor, the City Mayor, and the donors namely, Ms. Elena Tessa F. Gimenez Bernier, Ms. Sonia Gimenez Palacio, Mr. George F. Gimenez, Heirs of Arthur F. Gimenez represented by Norma Recio Gimenez and Jose F. Gimenez, Jr., represented by Editha S. Santuyo, for their information, the City Legal Officer and the Housing & Settlement Development Officer, for information and guidance. 

APPROVED.

Adopted: February 19, 2019

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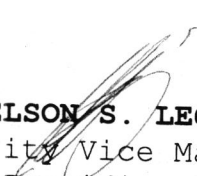
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**WE HEREBY CERTIFY** to the correctness of the foregoing resolution.



**GIL A. DE LA TORRE**  
Secretary to the  
Sangguniang Panlungsod



**NELSON S. LEGACION**  
City Vice Mayor  
& Presiding Officer

## MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) is entered into, by and between:

ELENA TESSA F. GIMENEZ BERNIER, SONIA GIMENEZ PALACIO, GEORGE F. GIMENEZ, HEIRS OF ARTHUR F. GIMENEZ Represented By NORMA RECIO GIMENEZ And JOSE F. GIMENEZ, JR., Represented by **EDITHA S. SANTUYO**, herein referred to and collectively known as the FIRST PARTY,

and

The **CITY OF NAGA**, a Local Government Unit (LGU) created and existing under the laws of the Republic of the Philippines, represented in this Agreement by John G. Bongat, in his capacity as the City Mayor of Naga City, herein referred to and known as the SECOND PARTY,

WITNESSETH: That,

**WHEREAS**, the First Party are co-owners of three (3) parcels of land denominated as Lot 6, 8, 4 with an area of 5.1630, 0.8874 and 3.8904 hectares, respectively, located at Balatas, Naga City and covered by TCT Nos. 10247, 10248, 10249;

**WHEREAS**, Lot 6, 8 and 4 are presently occupied by at least four hundred fifty (450) informal settlers. At least twenty (20) of them are with pending cases for ejectment with the Municipal Trial Court of Naga City while the rest are identified to be filed with cases for ejectment;

**WHEREAS**, the First Party needs to free its Balatas property in order that it may finally enjoy its beneficial use of which they have long been deprived as lawful owners thereof;

**WHEREAS**, under existing laws, the Second Party is mandated to provide relocation site to informal settlers within its jurisdiction through government socialized housing program;

**WHEREAS**, while the Second Party is obliged by law to provide relocation site and shelter assistance to urban poor families within its jurisdiction, no relocation sites are available to resettle its remaining estimated eight thousand (8,000) informal settlers;

**WHEREAS**, the First Party is willing to support the government's Socialized Housing Program and assist the Second Party resettling the occupants of the Balatas Property by contributing funds for the purpose;

**NOW THEREFORE**, for and in consideration of the foregoing covenants, the First Party and the Second Party hereby enter into this agreement under the following terms and conditions:

1. **Identification of Relocation Area.** The First Party and the Second Party have identified the following properties as suitable resettlement site to be

placed under the Second Party's Socialized Housing Program:

<u>Location</u>	<u>No. of Parcels</u>	<u>Total Area</u>	<u>TCT No.</u>	<u>Owner</u>
Balatas	3	5,416 sqm	142, 91, 92	Jesus San Joaquin
Balatas	2	9,426 sqm	128, 90	Basilio Roblas
Balatas	1	4,568 sq.m.	135	Pedro Lizano

2. **Acquisition and Preparation of the Relocation Area.** The Second Party shall acquire and prepare the abovementioned properties as resettlement site and for the purpose, the First Party shall provide funding assistance in an amount sufficient for the acquisition thereof;
3. **Expropriation.** In the event that the Second Party is unable to acquire the abovementioned properties through voluntary negotiation, the Second Party shall undertake the expropriation thereof, provided, that the undertaking of the First Party under the preceding paragraph remains;
4. **Qualification of Informal Settlers for Relocation.** The Second Party shall give exclusive priority in favor of the beneficiary families who shall be recommended by the First Party to be resettled in the aforementioned relocation site, provided that such families are qualified under the Second Party's socialized housing program.

**IN WITNESS HEREOF**, we have hereunto set our hands this \_\_\_\_\_ day of November 2018, in the City of Naga, Philippines.

ELENA TESSA F. GIMENEZ BERNIER, SONIA GIMENEZ PALACIO,  
GEORGE F. GIMENEZ, HEIRS OF ARTHUR F. GIMENEZ Represented by NORMA  
RECIO GIMENEZ And JOSE F. GIMENEZ, JR.

**First Party**

By: **Editha S. Santuyo**

Atty-In Fact

Senior Citizen ID No. 6698

**CITY GOVERNMENT OF NAGA**

Second Party

By: **Hon. John G. Bongat**  
City Mayor

Signed in the presence of:

Witness

**FLORENCIO T. MONGOSO, JR. CSEE**  
City Administrator

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

**ACKNOWLEDGEMENT**

FEB 1 2019

**BEFORE ME**, a notary public for and in Naga City, this \_\_\_\_ day of November 2018, at Naga City, Philippines, personally appeared the following with their respective identification documents as follows:

Editha S. Santuyo SC 710 6698 N.C.  
John G. Bongat LGU Naga City ID# 1604

known to me to be the same persons who executed the foregoing Memorandum of Agreement, consisting of four (4) pages, duly signed by their instrumental witnesses on the left side margin thereof, including this page, and they acknowledged to me that the same is their free and voluntary act and deed.

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

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*[Faint notary seal and signature]*

*[Handwritten signature]*