

Republic of the Philippines
REGIONAL TRIAL COURT
5th Judicial Region
BRANCH 61, NAGA CITY

CITY OF NAGA,

Petitioner,

SPECIAL CIVIL ACTION No. 2017-0126
For: EXPROPRIATION

-- versus --

JUAN SARTO rep. by
NAPOLFEON SARTO,
Respondent

COMPROMISE AGREEMENT

WHEREAS, the Petitioner City of Naga recognizes the cooperation of the Respondent's representative Napoleon Sarto in this expropriation action for a sanitary landfill access road project of the City, from his acknowledgement of its authority to expropriate, to his readily acceding to the issuance of a Writ of Possession in its favor, to likewise acceding to a resurvey and a corresponding amendment of the property sought to be expropriated, to coming into a compromise on the amount of just compensation thus facilitating its determination, up to patiently awaiting the necessary City government processes for this expropriation action;

WHEREAS, the Respondent's representative Napoleon Sarto has understandably pointed out certain likely safety and health impacts of the City's sanitary landfill access road project passing through his farmland property, unavoidably affecting his extended family therein, which expectedly include school children and the elderly, and so he has made certain corresponding assistance requests which are addressed below as a part of the expropriation compromise between the parties, which the City also treats as a part of this responsibilities to its to its citizens/constituents, especially cooperative and loyal ones like the Sarto family;

WHEREAS, let this Compromise Agreement be an example or even model for the kind of mutual understanding, cooperation and assistance that can be achieved between a local government and its citizens; particularly in the matter of road and other infrastructure projects and expropriation action for the public purpose, in the best interest of the local government and its affected citizens;

WHEREFORE, the parties hereby enter into this Compromise Agreement, under the following terms and conditions:

(1). Just Compensation. The parties agree on a just compensation for Respondent Sarto's expropriated property in the amount of **FIVE HUNDRED PESOS (P500.00) PER SQUARE METER**. The Petitioner City's Sangguniang Panlungsod, during its regular session on April 3, 2018, approved in principle the just compensation of P500.00 per square meter without deduction on the development cost, to which amount the Respondent interposes no objection. For the expropriated area of **EIGHT HUNDRED THIRTY (830) SQUARE METERS**, the agreed total just compensation amounts to **FOUR HUNDRED FIFTEEN THOUSAND PESOS (P415,000.00)**.

(2) Expropriated Property. Per the Court's March 15, 2018 Order of 15 March 2018, it ordered the Petitioner to have a geodetic validation survey made of the ACTUAL portion to be subject to expropriation in coordination with the Respondent Sarto, and subsequently the said geodetic validation survey, a copy of which is hereto attached as Annex "A", was recently conducted, and out of which the following technical description was generated:

Survey Plan No. :
Lot No. : Lot 1025-G-A
Survey for : City Government of Naga/
Napoleon Sarto
Location : Brgy. Cararayan, Naga City

Boundaries

Line	Direction	Adjoining Lots/Features
1-2	SW	Lot 1025-G (portion)
2-3	NW	Lot 1025-G (portion)
3-4	NW	Lot 1025-G (portion)
4-5	NE	Lot 1025-H
5-6	NE	Lot 1025-G (portion)
6-7	NE	Lot 1025-G (portion)
7-8	SE	Lot 1025-G (portion)
8-1	SW	Lot 1025-G (portion)

Tie Point : BLLM No. 1 Cad 290,
Naga Cadastre

Lot Description

Line	Bearing	Distance
Tie Point-1	N86 deg. 55'E	7644.31 m
1-2	N 14 deg. 19'W	39.51 m

2-3	N 20 deg. 32'W	2.17 m
3-4	N26 deg. 45'W	17.36 m
4-5	N 61 deg. 29'E	15.00 m
5-6	S 26 deg. 46'E	19.45 m
6-7	S 20 deg. 33'E	2.17 m
7-8	S 14 deg. 19'E	29.95 m
8-1	S 38 deg. 57'W	18.72 m

Area : 830 square meters, more or less
Description of corners :
Bearings : True

(3). Ratification and Payment. The payment for the above-said just compensation shall be made upon ratification of this Compromise Agreement by the Sangguniang Panlungsod and its subsequent approval by the Honorable Court in a Decision Based on Compromise.

(4). Petitioner's Assistance to Respondent's Family. Taking into the best consideration the Respondent's finalized requests for assistance through a Manifestation, Comment and Appeal to the Petitioner dated May 31, 2019, the Petitioner hereby COMMITS the following assistance to be provided to the Respondent as well as his children and grandchildren, given that they reside in close proximity to the proposed access road and thus would be directly affected by the 24/7 operation of the sanitary landfill, to wit:

1. the construction of a **sidewalk on one site of the access road for use not only of the Respondent, his children and grandchildren, but of the general public, for their safety**, especially in daily going to and from main Cararayan-San Isidro road where public transport is available;
2. the construction or at least **simple grader-paving of a small passageway for the Respondent's hand tractor, thresher and work carabao with pull-cart from the access road down to the Respondent's farm** below the road level to replace the previously existing passageway which was affected by the construction of the access road by the City;
3. to provide **new pipes (3) for the irrigation pump for the Respondent which is to be relocated within his farm** to compensate for the previously existing irrigation pump and pipes which was impeded by the City's construction of the access road; and
4. to provide, through the Naga City Hospital, free **annual medical check-up and x-ray, if necessary, and medication for respiratory illnesses** directly caused only by the 24/7 operation of the sanitary

landfill to the Respondent, his family as enumerated below, as long as they continue to reside in close proximity to the access road. The Respondent's family members are as follows:

- a. Spouses Napoleon Sarto and Irene V. Sarto;
- b. Spouses Ferdinand V. Sarto and Joanne B. Sarto and children Nino Jofrey, Emma Jonafe, Joanna Succor and Francis;
- c. Spouses Rolando Arino and Nenita S. Arino and son Glenn;
- d. Spouses Rey S. Arino and Mary Ann Rodriguez and children McJordan and Sheila Mae;
- e. Spouses Randolph S. Arino and Gnalyn Arino and children Angel and Kate Danielle; and
- f. Maria Victoria V. Sarto, and her sons Carlos Miguel S. Dy Hong Siong and Christian Matthew V. Sarto.

(5). The parties shall comply in good faith with the letter and spirit of this Compromise Agreement, and seek the Court's approval hereof.

Signed this SEP 11 2019 in Naga City, Philippines.

CITY OF NAGA
Petitioner

Rep. by:

NELSON S. LEGACION
City of Mayor

JUAN SARTO (+)
Registered Owner/Respondent

Rep. by:

NAPOLÉON SARTO
Representative

Republic of the Philippines
REGIONAL TRIAL COURT
Fifth Judicial Region
Branch 27, Naga City

CITY OF NAGA,
represented by Honorable
JOHN G. BONGAT as City
Mayor,
Petitioner,

-versus-

Spec. Civil Action No. 2017-0128
For: Expropriation

NAPOLEON SARTO,
Respondent,

x-----x

COMPROMISE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Compromise Agreement made and entered into
by and between -

The **CITY OF NAGA**, a local government unit created
under Republic Act No. 305, represented herein by City
Mayor **NELSON S. LEGACION**, Filipino, of legal age,
married and with office address at City Mayor's Office, 2F
City Hall Building, City Hall Compound, J. Miranda
Avenue, Naga City, hereafter referred to as the
PETITIONER,

and

NAPOLEON SARTO, Filipino, of legal age, married
and a resident of Langon, Cararayan, Naga City, and who is

the registered owner of the properties portions of which is the subject of this expropriation case, hereafter referred to as the **RESPONDENT**;

WITNESSETH THAT:

WHEREAS, in the October 19, 2017 Petition, the petitioner seeks to expropriate a property with an area of 1,893 square meters covered by TD No. 0802000601174 and another property with an area of 396 square meters covered by TD No. 0802000601176 both registered in the name of the respondent.

WHEREAS, the petitioner conducted a geodetic validation survey, a copy of which is hereto attached as Annexes "A" and "B" to determine the exact metes and bound to be expropriated and the following technical descriptions were generated as follows:

Survey Plan No. :
 Lot No. : Lot 1024-18-A
 Survey for : City Government of Naga/
 Napoleon Sarto
 Location : Brgy. Cararayan, Naga City

Boundaries :

Line	Direction	Adjoining Lots/Features
1-2	NE	Road, 15.00 m. wide
2-3	NE	Lot 1024-18 (portion)
3-4	NE	Lot 1024-18 (portion)
4-5	SE	Lot 1024-18 (portion)
5-6	SE	Lot 1025-11-A
6-7	SW	Lot 1024-18 (portion)
7-8	NW	Lot 1024-18 (portion)
8-1	NW	Lot 1024-18 (portion)

Tie Point : BLLM No. 1, Cad 290,
 Naga Cadastre

Lot Description :

Line	Bearing	Distance
Tie Point -1	S 85 deg. 02'E	7554.89 m.
1-2	N 67 deg. 25'E	15.02 m.
2-3	S 25 deg. 19'E	103.07 m.

3-4	S 24 deg. 53'E	43.97 m.
4-5	S 24 deg. 26'E	32.95 m.
5-6	S 63 deg. 47'W	15.01 m.
6-7	N 24 deg. 26'W	33.36 m.
7-8	N 24 deg. 53'W	43.86 m.
8-1	N 25 deg. 19'E	103.73 m.

Area : 2,707 square meters, more or less

Description of corners :

Bearings : True

Survey Plan No. :

Lot No. : Lot 1025-H-A

Survey for : City Government of Naga/
Napoleon Sarto

Location : Brgy. Cararayan, Naga City

Boundaries :

Line	Direction	Adjoining Lots/Features
1-2	NE	Lot 1024-18-A
2-3	NE	Lot 1025-H (portion)
3-4	SE	Lot 1025-G-A
4-1	SW	Lot 1025-H

Tie Point : BLEM No. 1, Cad 290,
Naga Cadastre

Lot Description :

Line	Bearing	Distance
Tie Point -1	N 86 deg. 19'E	7618.91 m.
1-2	N 63 deg. 47'E	15.01 m.
2-3	S 26 deg. 44'E	25.55 m.
3-4	S 61 deg. 29'W	15.00 m.
4-1	N 26 deg. 45'W	26.15 m.

Area : 388 square meters, more or less

Description of corners :

Bearings : True

WHEREAS, in the Commissioner Valuation Report submitted by Court-appointed Commissioner Cesar Magistrado, the average value pegged for the subject properties is P1,162.34 per square meter, while in the Commissioner Valuation Report submitted by Court-appointed Commissioner Napoleon Sarto, Mr. Sarto stated

that he was willing to accept the amount of P1,000.00 per square meter;

WHEREAS, the parties agreed to fix the price for the just compensation of the properties at P1,000.00 per square meter. Given the new areas to be subject to expropriation based on the aforementioned geodetic validation survey, the total just compensation amounts (P1,000.00/sqm. x 3,095 sqm.) to Three Million Ninety Five Thousand Pesos (P3,095,000.00);

WHEREAS, the payment for the said just compensation shall be made upon ratification of this Compromise Agreement by the Sangguniang Panlungsod and its subsequent approval by the Honorable Court.

WHEREAS, the respondent likewise requested through a Manifestation, Comment and Appeal to the Petitioner dated May 31, 2019 that he filed with RTC Branch 61 and that the parties agreed to incorporate in this Compromise Agreement in the above-entitled case, that the following conditions be committed by the petitioner to be done, given the fact that respondent's as well as his children and grandchildren, who reside in close proximity to the proposed access road, would be directly affected by the 24/7 operation of the sanitary landfill, to wit:

1. the construction of a sidewalk on one side of the proposed access road for use not only of the respondent, his children and grandchildren, but of the general public, for their safety;
2. the repair of the passageways for the respondent's handtractor and thresher from the access road down to the farm directly affected by the construction of the access road by the City, which would bear minimal expense, if at all, from the petitioner, one of which is from the property of the late Mr. Juan Sarto and the remaining two (2) from the property of Mr. Napoleon Sarto;
3. to repair the irrigation pump of the respondent, the use of which was impeded by the City's

5

construction of the access road, in accordance with the recommendation of the City Engineer's Office;

4. to provide the respondent, his children and grandchildren, *provided* they continue to reside in close proximity to the access road, annual medical check-up and x-ray, if necessary, free of charge, and medication for respiratory illness directly caused only by the 24/7 operation of the sanitary landfill. The respondent and his family members are as follows:

- a. Spouses Napoleon Sarto and Irene V. Sarto;
- b. Spouses Ferdinand V. Sarto and Joanne B. Sarto and children Nino Jofrey, Emma Jonafe, Joanna Succor and Francis;
- c. Spouses Rolando Arino and Nenita S. Arino and son Glenn;
- d. Spouses Rey S. Arino and Mary Ann Rodriguez and children McJordan and Sheila Mae; and
- e. Spouses Randolph S. Arino and Ginalyn Arino and children Angel and Kate Danielle;
- f. Maria Victoria V. Sarto and her sons Carlos Miguel S. Dy Hong Siong and Christian Matthew V. Sarto.

WHEREFORE, the parties hereby voluntarily agree to the foregoing terms and conditions to amicably settle the above-entitled expropriation case.

Signed this ¹³ day of August, 2019 in Naga City, Philippines.

CITY OF NAGA
Petitioner

NAPOLEON SARTO
Respondent

Rep. by:

NIKSON S. LEGACION
City Mayor

Republic of the Philippines
REGIONAL TRIAL COURT
Fifth Judicial Region
Branch 27, Naga City

CITY OF NAGA
represented by Honorable
JOHN G. BONGAT as City
Mayor,

Petitioner,

-versus- Spec. Civil Action No. 2017-0128
For: Expropriation

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married and with office address at City Mayor's Office, 2F
City Hall Building, City Hall Compound, J. Miranda
Avenue, Naga City, hereafter referred to as the
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Bearings : True

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Lot No. : Lot 1025-H-A

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Napoleon Sarto

Location : Brgy. Cararayan, Naga City

Boundaries :

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that he was willing to accept the amount of P1,000.00 per square meter;

WHEREAS, the parties agreed to fix the price for the just compensation of the properties at P1,000.00 per square meter. Given the new areas to be subject to expropriation based on the aforementioned geodetic validation survey, the total just compensation amounts (P1,000.00/sqm. x 3,095 sqm.) to Three Million Ninety Five Thousand Pesos (P3,095,000.00);

WHEREAS, the payment for the said just compensation shall be made upon ratification of this Compromise Agreement by the Sangguniang Panlungsod and its subsequent approval by the Honorable Court.

WHEREAS, the respondent likewise requested through a Manifestation, Comment and Appeal to the Petitioner dated May 31, 2019 that he filed with RTC Branch 01 and that the parties agreed to incorporate in this Compromise Agreement in the above-entitled case, that the following conditions be committed by the petitioner to be done, given the fact that respondent's as well as his children and grandchildren, who reside in close proximity to the proposed access road, would be directly affected by the 24/7 operation of the sanitary landfill, to wit:

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3. to repair the irrigation pump of the respondent, the use of which was impeded by the City's

construction of the access road, in accordance with the recommendation of the City Engineer's Office;

4. to provide, through the Naga City Hospital, free annual medical check-up and x-ray, if necessary, and medication for respiratory illness directly caused only by the 24/7 operation of the sanitary landfill to the respondent, and his family members as below enumerated, provided they continue to reside in close proximity to the access road;
- a. Spouses Napoleon Sarto and Irene V. Sarto;
 - b. Spouses Ferdinand V. Sarto and Joanne B. Sarto and children Nino Jofrey, Emma Jonafe, Joanna Succor and Francis;
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 - e. Spouses Randolph S. Arino and Ginalyn Arino and children Angel and Kate Danielle; and
 - f. Maria Victoria V. Sarto, and her sons Carlos Miguel S. Dy Hong Siong and Christian Matthew V. Sarto.

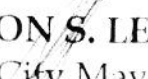
WHEREFORE, the parties hereby voluntarily agree to the foregoing terms and conditions to amicably settle the above-entitled expropriation case.

Signed this SEP 11 2019 in Naga City, Philippines.

CITY OF NAGA
Petitioner


NAPOLEON SARTO
Respondent

Rep. by:


NELSON S. LEGACION
City Mayor