

RESOLUTION NO. 2023-056
Series 2 0 2 3

Page - t w o -

NOW, THEREFORE, on motion of Hon. Jessie R. Albeus,
seconded by Hon. Antonio B. Beltran;

BE IT RESOLVED, as it is hereby resolved, to ratify the
Compromise Agreement entered into by and between the City
Government of Naga and Alfredo C. Baron and spouse, Shirley
Dispolan, and Bienvenido O. Novelo and spouse, Beatriz
Nacario, relative to the acquisition of the latter's property
covering an area of 52,181.2 square meters located in Barangay
Pacol, Naga City, for the city's One Time Big Time Socialized
Housing Program.

LET COPIES of this resolution be furnished His Honor, the
City Mayor, the Defendants: Alfredo C. Baron and spouse,
Shirley Dispolan, and Bienvenido O. Novelo and spouse,
Beatriz Nacario, and the City Legal Officer, for their
information.

APPROVED.

Adopted: February 7, 2023

Xxx

xxx

xxx

WE HEREBY CERTIFY to the correctness of the foregoing
resolution.



GIL A. DE LA TORRE
Secretary to the
Sangguniang Panlungsod



CECILIA B. VELUZ-DE ASIS
City Vice Mayor
& Presiding Officer

Republic of the Philippines
REGIONAL TRIAL COURT
Fifth Judicial Region
Branch 61
Naga City

CITY GOVERNMENT OF NAGA,
represented by **Hon. NELSON S.**
LEGACION, City Mayor,
Plaintiff,

Special Civil Case No. 2022-0078
For: Expropriation

-versus-

ALFREDO C. BARON, ROGELIO B.
FEDERIO, BIENVENIDO O. NOVELO,
HEIRS OF EBELIO A. SABATER , and
HEIRS OF LEBIO A. ULAN
Defendants.

x-----x

COMPROMISE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Compromise Agreement is made and entered into by and between -

The **CITY GOVERNMENT 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 PLAINTIFF,

-and-

ALFREDO C. BARON, of legal age, Filipino, married to Shirley Dispolan, and a resident of Barangay Pacol, Naga City, **BIENVENIDO O. NOVELO**, of legal age, Filipino, married to Beatriz Nacario, and a resident of Barangay Cararayan, Naga City, hereafter referred to as the DEFENDANTS BARON and NOVELO;

WITNESSETH:

WHEREAS, all Defendants in this present case are co-owners of fourteen (14) parcels of land all situated at Barangay Pacol, City of Naga, which are respectively covered by Transfer Certificates of Title Nos. 007, 008, 009, 010, 011, 012, 013, 014, 015, 016, 017, 018, 019, and 020;

WHEREAS, as co-owners, each defendant has a one fifth (1/5) share in the ownership of each of the above-mentioned fourteen (14) parcels of land;

WHEREAS, PLAINTIFF, in its desire to acquire the above-mentioned parcels of land for the implementation of its One Time Big Time Socialized Housing Project, offered to buy a Nine Thousand Five Hundred Three (9,503) square meter portion of the parcel of land covered by TCT No. 016¹, a Five Thousand Twenty (5,020) square meter portion of the parcel of land covered by TCT No. 020², and the entirety of the rest of the parcels of land covered by the above-mentioned titles from the all the DEFENDANTS in this present case, which offer the latter refused, prompting the PLAINTIFF to institute this present complaint for expropriation for the acquisition of the foregoing parcels of land as summarized below

TITLE	AREA TO BE ACQUIRED
Transfer Certificate of Title No. 007	Ten Thousand One Hundred Eighteen (10,118) square meters (whole)
Transfer Certificate of Title No. 008	Ten Thousand One Hundred Ninety Two (10,192) square meters (whole)
Transfer Certificate of Title No. 009	Ten Thousand One Hundred Twenty Eight (10,128) square meters (whole)
Transfer Certificate of Title No. 010	Ten Thousand Fifty Six (10,056) square meters (whole)
Transfer Certificate of Title No. 011	Nine Thousand Nine Hundred Seventy Eight (9,978) square meters (whole)
Transfer Certificate of Title No. 012	Ten Thousand Eleven (10,011) square meters (whole)
Transfer Certificate of Title No. 013	Six Thousand Three Hundred Ninety One (6,391) square meters (whole)
Transfer Certificate of Title No. 014	Ten Thousand One Hundred Eighty Six (10,186) square meters (whole)
Transfer Certificate of Title No. 015	Ten Thousand One Hundred Four (10,104) square meters (whole)
Transfer Certificate of Title No. 016	Nine Thousand Five Hundred Three (9,503) square meters (portion)
Transfer Certificate of Title No. 017	Ten Thousand Sixty Six (10,066) square meters (whole)

¹ Narrative Technical Description of which is here attached as Annex "A" of this Agreement;

² Narrative Technical Description of which is here attached as Annex "B" of this Agreement

Transfer Certificate of Title No. 018	Ten Thousand Forty Three (10,043) square meters (whole)
Transfer Certificate of Title No. 019	Eight Thousand Six Hundred Fifty Seven (8,657) square meters (whole)
Transfer Certificate of Title No. 020	Five Thousand Twenty (5,020) square meter (portion)

WHEREAS, after further negotiations subsequent to the filing of this present Expropriation Case, DEFENDANTS BARON and NOVELO have arrived at an understanding with the PLAINTIFF and have agreed to settle this case amicably with respect to their respective share in the above-enumerated parcels of land totaling two fifth (2/5) thereof;

WHEREFORE, for and in consideration of the foregoing, the PLAINTIFF and DEFENDANTS BARON and NOVELO hereby AGREE and bind themselves to the foregoing terms and conditions:

1. Just Compensation for DEFENDANTS BARON and NOVELO's share in the above-described parcels of land shall be at Three Hundred Fifty Pesos (PhP350.00), Philippine Currency, per square meter or a total of EIGHTEEN MILLION TWO HUNDRED SIXTY THREE THOUSAND FOUR HUNDRED TWENTY PESOS (PhP18,263,420.00) for the total area of Fifty Two Thousand One Hundred Eighty One point Two (52,181.2) square meters, representing DEFENDANTS BARON and NOVELO's two fifth (2/5) share in each of the above-described fourteen (14) parcels of land;
2. To formalize this Agreement, DEFENDANTS BARON and NOVELO shall execute in favor of the PLAINTIFF Deed/s of Absolute Sale and/or such other Deed/s of Conveyance, including Settlement of Estate, if necessary, to formally convey in favor of Plaintiff their respective shares in the parcels of land subject of this present case. Payment of the above-agreed Just Compensation as purchase price shall be made to DEFENDANTS BARON and NOVELO (i) upon execution of such Deed and other necessary documents to formalize the conveyance, (ii) its ratification by the Sangguniang Panlungsod of Naga City, and (iii) the submission to the PLAINTIFF by DEFENDANTS BARON and NOVELO of all documents necessary to cause the registration in the name of the Plaintiff of the subject parcels of land or annotation in the pertinent titles of the conveyance.
3. PLAINTIFF shall assist DEFENDANTS BARON and NOVELO in securing exemption from Capital Gains Tax due them and shall shoulder the payment of other taxes and fees, such as the Documentary Stamp Tax, Transfer Taxes, registration fees, etc., due from the transfer of the above-enumerated parcels of land from DEFENDANTS BARON and NOVELO to the name of the PLAINTIFF;

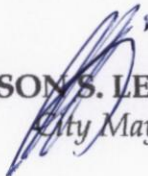
4. Upon approval by the Honorable Court of this Compromise Agreement and pending compliance by DEFENDANTS BARON and NOVELO of the foregoing terms and undertakings, the PLAINTIFF shall be allowed possession of their respective shares in the subject parcels of land and is hereby permitted to implement its socialized housing project over the same portions.

Signed this JAN 27 2023 in Naga City, Philippines


CITY GOVERNMENT OF NAGA

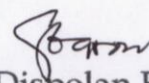
Plaintiff

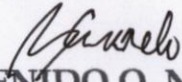
Represented by:

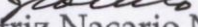

NELSON S. LEGACION

City Mayor


ALFREDO C. BARON
Defendant


Shirley Dispolan Baron
Spouse


BIENVENIDO O. NOVELO
Defendant


Beatriz Nacario Novelo
Spouse