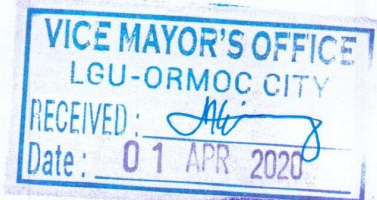


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD
AT THE MULTI-PURPOSE HALL, ORMOC CITY HALL BUILDING
ON MARCH 31, 2020

PRESENT:

Leo Carmelo L. Locsin, Jr.
Roiland H. Villasencio,
Tomas R. Serafica,
Nolito M. Quilang,
Eusebio Gerardo S. Penserga,
Jasper M. Lucero,
Peter M. Rodriguez,
Vincent L. Rama,
Gregorio G. Yrastorza III,
Lalaine A. Marcos,
Esteban V. Laurente,

City Vice Mayor & Presiding Officer
SP Member, 1st Asst. Majority Floor Leader
SP Member, Presiding Officer "Pro-Tempore"
SP Member, 2nd Asst. Majority Floor Leader
SP Member
SP Member
SP Member
SP Member
SP Member
SP Member

Joan Marbie C. Simbajon,
Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

Ex-Officio SP Member, Chapter President,
Liga ng mga Barangay ng Ormoc
Ex-Officio SP Member, Chapter President,
Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

ON LEAVE:

Benjamin S. Pongos, Jr.,

SP Member, Majority Floor Leader

RESOLUTION NO. 2020-100

**A RESOLUTION GRANTING AUTHORITY TO THE CITY
MAYOR RICHARD I. GOMEZ OR ACTING CITY MAYOR,
FOR AND ON BEHALF OF LOCAL GOVERNMENT UNIT
OF ORMOC CITY (LGU-ORMOC) AS DONEE, TO ACCEPT
AND SIGN THE DEED OF DONATION WITH ADELAIDA
P. PENSERGA AS DONOR OVER PARCELS OF LAND
EQUIVALENT TO ONE THOUSAND EIGHT HUNDRED
TWENTY (1,820) SQUARE METERS AND TWO
THOUSAND FOUR HUNDRED TWENTY-ONE (2,421)
SQUARE METERS RESPECTIVELY, IN BRGY. ALTA
VISTA, THIS CITY TO BE USED AS EXISTING ROAD
LOTS.**

WHEREAS, the City Mayor Richard I. Gomez through an Indorsement dated March 3, 2020 forwarded to this august Body a request for an issuance of a Resolution granting the City Mayor or his representative, the authority to accept and sign the attached Deed of Donation made and entered into by and between the Local Government Unit of Ormoc (LGU-ORMOC) as donee and Adelaida P. Penserga as donor over parcels of land containing an area of One Thousand Eight Hundred Twenty (1,820) square meters and Two Thousand Four Hundred Twenty-One (2,421) square meters respectively, situated in Brgy. Alta Vista, Ormoc City, a copy of the Deed of Donation is hereto attached as Annex "A" and made an integral part hereof;

WHEREAS, Section 16 of the Republic Act No. 7160, otherwise known as the Local Government Code of 1991, states that every Local Government Unit (LGU) 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, in an Opinion dated March 2, 2020, Atty. Josephine A. Mejia-Romero, forwarded to the Office of the City Mayor that the City Legal Office found nothing objectionable to the offer and recommends that the Deed of Donation be referred to the Sangguniang Panlungsod for the issuance of a Resolution authorizing the City Mayor to accept the donated properties, a copy of the Opinion is hereto attached as Annex "B" and made an integral part hereof;

WHEREAS, Adelaida Penserga is now the owner of a parcel of land covered by Transfer Certificate of Title No. 38546. It was registered in the name of Maria Fe Puray Penserga who in a Judgment based on Compromise Agreement dated May 26, 2017 in Case Nos. R-ORM-16-00022-CV and R-ORM-16-00016-CV, waived the subject property of this Donation to the donor, a copy of the Compromise Agreement is hereto attached as Annex "C" and made an integral part hereof;

WHEREAS, as cited in the Deed of Donation, the parcels of land subject of the donation are identified as Lot 1630-B-11 containing an area of One Thousand Eight Hundred Twenty (1,820) square meters and Lot 1630-B-12-A containing an area of Two Thousand Four Hundred Twenty-One (2,421) square meters respectively. Both are portions of property covered by TCT 38546 situated at Brgy. Alta Vista;

WHEREAS, in a Letter dated February 3, 2020, Engr. Raoul E. Cam identified the subject properties as Lot 1630-B-11 and Lot 1630-B-12-A covered by Transfer Certificate of Title No. 38546 and provided an aerial image and plotting of the lot, a copy of the aerial image and the plot is hereto attached as Annex "D" and made an integral part hereof;

WHEREAS, this Sanggunian, after thorough examination of the aforementioned request by the City Mayor, finds that: the same is not contrary to law, existing contract, public policy, customs and morals; is reasonable and in order; the same is entered into for the best interests of the City; and, finally, that the granting of the authority to accept the aforementioned parcels of land, among other lawful purposes, facilitates the ongoing developmental progress of the City and henceforth, deserving of this august Body's prompt and favorable consideration;

WHEREFORE, on motion of SP Member Jasper M. Lucero, Member, Committee on Laws and Ordinances, severally seconded by SP Members Roiland H. Villasencio, Tomas R. Serafica, Nolito M. Quilang, Eusebio Gerardo S. Penserga, Esteban V. Laurente, Joan Marbie C. Simbajon, Peter M. Rodriguez, Vincent L. Rama, Gregorio G. Yrastorza III, Lalaine A. Marcos; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass a RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR ACTING CITY MAYOR, FOR AND ON BEHALF OF LOCAL GOVERNMENT UNIT OF ORMOC CITY (LGU-ORMOC) AS DONEE, TO ACCEPT AND SIGN THE DEED OF DONATION WITH ADELAIDA P. PENSERGA AS DONOR OVER PARCELS OF LAND EQUIVALENT TO ONE THOUSAND EIGHT HUNDRED TWENTY (1,820) SQUARE METERS AND TWO THOUSAND FOUR HUNDRED TWENTY-ONE (2,421) SQUARE METERS RESPECTIVELY, IN BRGY. ALTA VISTA, THIS CITY TO BE USED AS EXISTING ROAD LOTS;

ADOPTED, March 31, 2020.

RESOLVED, FURTHER, that a copy of the final notarized Contract to Sell be submitted to this Sanggunian for its information and files;

Res. No. 2020-100

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 City Legal Officer, Atty. Josephine Mejia-Romero; the Register of Deeds, Ormoc City; the City Assessor, Engr. Arthur C. Arcuino; the Donor, Mrs. Adelaida P. Penserga; the CPDO; the City Local Government Operations Officer-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
Secretary to the
Sangguniang Panlungsod

ATTESTED:


LEO CARMELO L. LOCSIN, JR.
City Vice Mayor & Presiding Officer

DEED OF DONATION

KNOW ALL MEN BY THESE PRESENTS:

This DEED OF DONATION, made and executed by:

ADELAIDA P. PENSERGA, Filipino, of legal age, widow and a resident of Ormoc City, hereinafter referred to as the "DONOR";

- IN FAVOR OF -

THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU ORMOC) a local government unit existing in accordance with pertinent laws, represented herein by **RICHARD I. GOMEZ**, of legal age, Filipino and a resident of Ormoc City, hereinafter referred to as the "DONEE";

WITNESSETH:

That the DONOR is registered in the name of Maria Fe Puray Penserga who in a Judgment Based on Compromise Agreement dated May 26, 2017 in Case Nos. R-ORM-16-00022-CV and R-ORM-16-00016-CV, waived the property subject to this Donation to the DONOR;

Form the foregoing, the DONOR is now the owner of one (1) parcel of land situated in the City of Ormoc, more particularly described as follows:

TRANSFER CERTIFICATE OF TITLE NO. 38546

"A parcel of land (Lot 1630-B of the subdivision plan, Psd-08-008025-D, being a portion of Lot 1630, Ormoc Cad, LRC Cad. Rec. No. 1455), situated in the Brgy. of Alta Vista, City of Ormoc, Island of Leyte. Bounded on the SE., along line 7-1-2, by Lot 1631, Ormoc Cad., on the SW., along line 2-3 by Lot 1364, Ormoc Cad., on the NW., along line 3-4-5-6, by Brgy. Road; and on the NE., along line 6-7, by Lot 1630-A of the subdivision plan. Beginning at a point marked "I" on plan, being S. 56 deg. 54'E., 970.52 m. from BBM No. 4, Ormoc Cad., thence S. 44 deg. 28'W., 193.00m. To point 2; thence N. 49 deg. 09'W., 113.22 m. to point 3; thence N. 57 deg. 28'E., 12.16 m. to point 4; thence N. 44 deg. 48'E., 134.30 m. to point 5; thence N. 43 deg. 53'E., 49.20 m. to point 6; thence S. 46 deg. 17'E., 108.28 m. to point 7 thence S. 42 deg. 41'E., 46.66 m. to the point of beginning, containing an area of TWENTY SIX THOUSAND FIVE HUNDRED SEVENTY ONE (26,571) SQUARE METERS, more or less. All points referred to are indicated on plan and are marked on the ground by P.S. Cyl. Conc. Mons. 15x40 cm. Bearings true. Date of Original Survey, August 20, 1929- September 11, 1929. The Subdivision Survey, executed by Irene B. Cadigal on November 14, 1994. Date of approval by the Regional Tech. Director, DENR, LMS, Region 08, Tacloban City, on December 13, 1994."

That the DONOR recognizes and supports the mandate of the DONEE to provide basic services to its residents;

WHEREAS, the DONOR desires to assist the DONEE and give further impetus to its programs;

NOW, THEREFORE, for and in consideration of the foregoing premises and due to the magnanimity of the DONOR, the latter hereby transfers and conveys unto the DONEE, by way of DONATION, a portion of her respective rights and interests over the abovementioned property, together with all the improvements thereon,

unto the DONEES, free from all liens and encumbrances, subject to the following conditions: THAT-

1. The property donated shall be used solely by the DONEE for a road and for public use;
2. The DONEE shall not assign and/or transfer the property to any person or entity;
3. The DONEE must not use the Property for any unlawful purpose/s.

The metes and bounds of the donation are described as follows:

PARCEL I

"A parcel of land (Lot 1630-B-11 of the subdivision plan, Psd-08-015597-D, situated at Brgy. Alta Vista, Ormoc City. Bounded xxx, containing an area of ONE THOUSAND EIGHT HUNDRED TWENTY (1,820) SQUARE METERS, more or less. Xxx,"

PARCEL II

"A parcel of land (Lot 1630-B-12-A of the subdivision plan, being a portion of Lot 1630-B-12, Psd-08-015597-D, situated at Brgy. Alta Vista, Ormoc City. Bounded xxx, containing an area of TWO THOUSAND FOUR HUNDRED TWENTY ONE (2,421) SQUARE METERS, more or less. Xxx."

In the event that the conditions of the donation, as contained herein, are not complied with, this donation shall be automatically revoked and rendered ineffective and the DONOR shall regain ownership over the property so donated and shall have the right to recover possession of the same.

The DONOR hereby states, that for the purpose of giving full effect to this DONATION, she reserved for herself, in full ownership, sufficient money and property to support her in a manner appropriate to her needs.

The DONEE does hereby accept the foregoing donation of the above-mentioned described properties for which it expresses the sincerest appreciation and gratitude for the kindness and liberty shown by the DONOR.

IN WITNESS WHEREOF, the DONOR and the DONEE have hereunto affixed their hands this _____ at Ormoc City, Philippines.

ADELAIDA P. PENSERGA

ACCEPTED BY:
LOCAL GOVERNMENT UNIT OF ORMOC
BY:

RICHARD I. GOMEZ

WITNESSED BY:

ACKNOWLEDGMENT

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

Before me, a Notary Public for the City of _____ this _____ day
of _____ at _____, Philippines, personally appeared
the following, with competent evidence of identity:

PARTY	COMPETENT EVIDENCE OF IDENTITY
ADELAIDA P. PENSERGA	
RICHARD I. GOMEZ	

known to me to be the same persons who executed the foregoing Deed of Donation of a portion of one (1) parcel of land, all consisting of three (3) pages including the page on which this Acknowledgment is written, and they acknowledged to me that the same is their free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, on the date and place above- written.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2020.

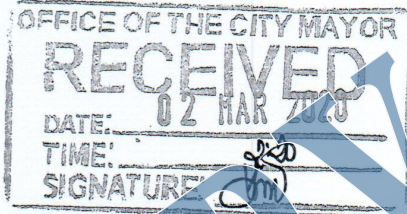
Annex B =

OFFICE OF THE CITY LEGAL OFFICER

Ormoc City, Leyte

March 2, 2020

MAYOR RICHARD I. GOMEZ
Ormoc City



Dear Mayor Gomez:

This office is in receipt of an offer made by Adelaida P. Penserga to donate two (2) parcels of land that are being used as road lots.

The property is registered in the name of Maria Fe Puray Penserga, but was waived by the owner and her spouse, Francisco Chio, Jr., in favor of Adelaida P. Penserga in a Judgment Based on Compromise Agreement in Case NoS. R-ORM-16-00022-CV and R-ORM-16-00016-CV.

This office finds nothing objectionable to the offer and recommends that the draft Deed of Donation be referred to the Sangguniang Panlungsod for the issuance of a Resolution authorizing the City Mayor/ OIC Mayor/ Acting Mayor to accept the donated properties. Attached to this endorsement are the following:

- a. Draft Deed of Donation;
- b. Machine copy of Transfer Certificate of Title No. 38546 (certified copy on file with this office);
- c. Machine copy of Lot No. 1630- B-11;
- d. Machine copy of Lot No. 1630-B-12;
- e. Machine copy of the Certification dated February 3, 2020 by the CPDO (original on file with this office);
- f. Machine copies of the Technical Description for Lot Nos. 1630-B-11 and 1630-B-12-A;
- g. Aerial view of the lots proposed to be donated;
- h. Machine copy of the Certified Copy of the Judgment Based on Compromise Agreement (original on file with this office);
- i. Machine copy of the Certified Copy of the Certificate of Finality (original on file with this office).
- j.

For the consideration of the Honorable City Mayor.

Respectfully yours,

JOSEPHINE A. MEJIA- ROMERO

Electronic copy of the Deed of Donation emailed to iguormoccmo@gmail.com Feb 29, 2020 (Attn DT Donation Penserga)

New Ormoc City Hall, Aunubing St., Cogon, Ormoc City
(053)255-7395 loc. 1010 ++ clo.ormoc@gmail.com

ATTY. WILFREYSA SALINAS DAYANDAYAT
Clerk of Court V
RJC Bk. 35, Ormoc City

CERTIFIED PHOTO COPY FROM THE ORIGINAL

A) Transfer Certificate of Title No. 27232
Lot No. 3-18

Plaintiffs and Respondent Adelaida hereby agree not to
dispose any of the following properties including the improvement
thereon, to wit:

Plaintiffs and Respondent Adelaida, through the
assistance of their respective counsels, in furtherance of the
agreement before the Honorable Judge to settle amicably the cases
between them, most respectfully move that Judgment on
Compromise Agreement be rendered under the following terms and
conditions embodied herein, to wit:

Submitted before this Court is a Joint Motion For Judgment Based On
Compromise Agreement dated 19 May 2017. The said Compromise
Agreement is reproduced herein as follows:

JUDGMENT BASED ON COMPROMISE AGREEMENT

SPUSES FRANCISCO L. CHIO,
JRL & MARIA FE PENSERGA-CHIO,
Defendants.

ADDELIDA P. PENSERGA,
Plaintiff,

VERSUS-

SPUSES FRANCISCO L. CHIO,
JRL & MARIA FE PENSERGA-CHIO,
Defendants.

ADDELIDA P. PENSERGA,
Plaintiff,

VERSUS-

SPUSES FRANCISCO L. CHIO,
JRL & MARIA FE PENSERGA-CHIO,
Defendants.

ADDELIDA P. PENSERGA,
Plaintiff,

VERSUS-

SPUSES FRANCISCO L. CHIO,
JRL & MARIA FE PENSERGA-CHIO,
Defendants.

ADDELIDA P. PENSERGA,
Plaintiff,

VERSUS-

SPUSES FRANCISCO L. CHIO,
JRL & MARIA FE PENSERGA-CHIO,
Defendants.

ADDELIDA P. PENSERGA,
Plaintiff,

VERSUS-

SPUSES FRANCISCO L. CHIO,
JRL & MARIA FE PENSERGA-CHIO,
Defendants.

ADDELIDA P. PENSERGA,
Plaintiff,

Republic of the Philippines
8th Judicial Region
Branch 35, Ormoc City

CASE NO. R-ORM-16-00022-CV

FOR:

ACCOUNTING, SPECIFIC PERFOR
MANCE, DAMAGES, AND ATTORNEY'S
FEES

FOR:

CASE NO. R-ORM-16-00046-CV

DECLARATION OF NULLITY OF
DEEDS OF ABSOLUTE SALE

SPUSES FRANCISCO L. CHIO,
JRL & MARIA FE PENSERGA-CHIO,
Defendants.

ADDELIDA P. PENSERGA,
Plaintiff,

VERSUS-

SPUSES FRANCISCO L. CHIO,
JRL & MARIA FE PENSERGA-CHIO,
Defendants.

ADDELIDA P. PENSERGA,
Plaintiff,

VERSUS-

SPUSES FRANCISCO L. CHIO,
JRL & MARIA FE PENSERGA-CHIO,
Defendants.

ADDELIDA P. PENSERGA,
Plaintiff,

VERSUS-

SPUSES FRANCISCO L. CHIO,
JRL & MARIA FE PENSERGA-CHIO,
Defendants.

ADDELIDA P. PENSERGA,
Plaintiff,

VERSUS-

SPUSES FRANCISCO L. CHIO,
JRL & MARIA FE PENSERGA-CHIO,
Defendants.

ADDELIDA P. PENSERGA,
Plaintiff,

VERSUS-

SPUSES FRANCISCO L. CHIO,
JRL & MARIA FE PENSERGA-CHIO,
Defendants.

ADDELIDA P. PENSERGA,
Plaintiff,

7
CERTIFIED PHOTO COPY FROM THE ORIGINAL

3. Moreover, Defendant Adalida agrees to reimburse to the Plaintiff the title of the land subject of the instant case, as stated in the title, which was then covered by Transfer Certificate of

2. Considering the age and medical needs of the Defendant Adelaida, the parties further covenant that Defendant Adelaida may appropriate for herself and enjoy the proceeds or fruits of the foregoing properties, except the property under part 1(G) over which Plaintiffs have already development plans, through use or lease during her lifetime; provided, any lease of any of the listed properties shall be limited only to a maximum period of FIVE (5) years, renewable for the same number of years at any given time; provided further, that the Plaintiffs shall be furnished draft copies of any contract before consummation and signing. The draft copies shall be furnished either personally to the Plaintiffs or through their lawyer of record using any available means of communication. For ease and convenience of the Defendant Adelaida, the Plaintiffs shall simultaneously execute hereto a Special Power of Attorney, a copy, of which is attached hereto as Annex "A".

420 Square Meters

(B) Transfer Certificate of Title No. 27233
Lot No. 349
12 Square Meters

(C) Transfer Certificate of Title No. 27228
Lot No. 350
353 Square Meters

(D) Transfer Certificate of Title No. 27227
Lot No. 351
13 Square Meters

(E) Transfer Certificate of Title No. 47915
Lot No. 7114-B
20,498 Square Meters

(F) Transfer Certificate of Title No. 47967
Lot No. 5614
16,500 Square Meters

(G) Transfer Certificate of Title No. 47951
Lot No. 3
2,051 Square Meters

Dayhagan, City of Ormoc, with an area of 20,498 square meters. Expenses pertinent to the reconveyance shall be for the account of the Plaintiffs.

7. In addition to the income, fruits and proceeds from the use or lease of the foregoing listed properties except that property under par. 1(g), the Plaintiffs shall undertake to obligate themselves to provide monthly financial support to Defendant Adelaida in the amount of P20,000.00.

8. For her intended travel to the United States of America, the Plaintiffs undertake and obligate themselves to financially support and defray the travel expenses of the Defendant Adelaida. The travel expenses shall cover airfare, board and lodging allowance if necessary while on vacation.

9. Plaintiffs will pay the annual real property taxes on the subject properties.

10. All owner's copy of the land titles of all properties subject of this Compromise Agreement shall be deposited in safety deposit box in a bank in Ormoc City. The Plaintiffs and Defendant Adelaida shall retain each a copy of the key to the safety deposit box.

11. The Plaintiffs agree to have the case they filed against Defendant Adelaida for Accounting, Specific Performance, Damages and Attorney's Fees docketed as Civil Case No. K-ORM-16-00022-00 now pending before Regional Trial Court Branch 35, Ormoc City, to be jointly settled amicably on the same terms agreed by the parties hereto. However, considering that the Plaintiffs have no knowledge and consent in the subdivision and sale of the estate of Lot 1030-B consisting of 20,571 sq. meters (previously covered with Transfer Certificate of Title No. 3000 in the name of Plaintiff Fel), the Plaintiffs shall forever be released free and harmless by the Defendant Adelaida from any claim arising therefrom, whether it be civil, criminal or administrative in nature. On the other hand, the Plaintiffs hereby waive any right and interest or said Lot 1030-B which are already, and could still be, sold by Defendant Adelaida, and would render the latter free from any civil, criminal or administrative cases in relation thereto. PROVIDED, that all taxes, expenses, assessments and fees thereto shall be for the sole account of Defendant Adelaida or her buyers depending on their agreement.

12. The Plaintiffs and Defendant Adelaida agree to have the case they filed against the City of Ormoc, for the reconveyance of the property, docketed as Civil Case No. K-ORM-16-00022-00.

CERTIFIED PHOTO COPY FROM THE ORIGINAL

ATTY. MILREYESA SALINAS DAYHAGAN

Clerk of Court V
RTC Br. 35, Ormoc City

now pending before Regional Trial Court, Branch 35, Ormoc City similarly settled amicably on the same terms agreed by the parties hereto. Provided, that the Defendant Adelaida, during her entire lifetime, shall have the right and privilege to stay, occupy and possess the property identified as Lots Nos. 348, 349, 350 and 351, covered by Transfer Certificate of Title Nos. 27232, 27233, 27227 and 27228, respectively, in the names of the Plaintiffs, and that the latter shall continue to provide for a room for a visiting missionary priest in Ormoc City at the residential house for a day or two which is also presently allocated by Defendant Adelaida for such purpose.

10. Plaintiffs further agreed to have the case against herein Defendant Atty. Ari O. Larranzabal similarly settled and dismissed based on the terms stipulated hereto.

11. This Joint Motion for Judgment Based on Compromise Agreement shall be filed in both the Honorable Regional Trial Courts, Branches 12 and 35, Ormoc City, respectively, for its appropriate action and approval. The Decision of both Courts approving this Compromise Agreement shall be registered in the appropriate Registry of Deeds and annotated in the pertinent land titles covered by this agreement.

12. Each of the parties hereby represents and warrants that s/he has the capacity to enter into this Compromise Agreement, that their respective counsels duly assisted them, that they understood all the terms and conditions embodied herein, and entered and signed this Compromise Agreement on their own free will and volition free from coercion and vices of consent.

13. The parties shall strictly comply with the terms and conditions of this agreement.

14. Both parties mutually agree to have the above-captioned cases terminate and dismissed on the basis of this Compromise Agreement.

PRAYER

WHEREFORE, the foregoing premises considered, it is most respectfully prayed of this Honorable Court to **APPROVE** and **RENDER** a judgment based on this Compromise Agreement.

Other just and equitable relief under the premises is also prayed for.

CERTIFIED PHOTO COPY FROM THE ORIGINAL

ATTY. MILREYSA SALINAS DAYANDAY
Clerk of Court V
RTC Br. 35, Ormoc City

Ormoc City, Philippines, May 18, 2017.

Respectfully submitted:

(sgd) FRANCISCO CHIO, JR. (sgd) ADELAIDA P. PENSERGA
Plaintiff Defendant

(sgd) MARIA FE P. CHIO
Plaintiff

Assisted by: Assisted by:
(sgd) MICHAEL L. CAÑETE (sgd) EVERGISTO S. ESCALON
Counsel for Plaintiffs Counsel for Defendant
Adelaida P. Penserra

(sgd) ARI G. LARRAZABAL
Defendant

Finding the terms and conditions of the Compromise Agreement not
contrary to law, morals, public policy and good customs, the same is hereby
APPROVED.

Wherefore, judgment is hereby rendered in the above-captioned cases
based on the above Compromise Agreement.

SO ORDERED.

In chambers, Hall of Justice, Ormoc City, Philippines, 26 May 2017.

GIRLIE M. BOREL-YU
Presiding Judge

cc: Atty. Michael Canete
Atty. Evergisto Escalon
Adelaida Penserra
Sps. Francisco & Maria Fe Chio
Atty. Ari G. Larrazabal

CERTIFIED PHOTO COPY FROM THE ORIGINAL
ATTY. MILREYSA SALINAS DAYANNAV
Clerk of Court V
RTC Bk. 36, Ormoc City

Republic of the Philippines
REGIONAL TRIAL COURT
8th Judicial Region
Branch 35, Ormoc City

CASE NO. R-ORM-16-00022-CV

FOR: ACCOUNTING, SPECIFIC
PERFORMANCE, DAMAGES AND
ATTORNEY'S FEES

ADELAIDA P. PENSERGA,

Defendant,

ADELAIDA P. PENSERGA,

- versus -

SPOUSES FRANCISCO L. CHIO, JR. &

Defendants,

X-----/

CASE NO. R-ORM-16-00046-CV

FOR: DECLARATION
OF NULLITY OF DEEDS
ABSOLUTE SALE

CERTIFICATE OF FINALITY

I, Atty. Milreysa Salinas Dayandayan, Branch Clerk of Court,
Regional Trial Court, Branch 35, Ormoc City, do hereby certify that on 26
May 2017, the Presiding Judge of this Court, the Hon. Gilie M. Borrel- Yu,
issued a Judgment Based On Compromise Agreement in the above-
captioned cases, the dispositive portion of which reads as follows:

"Wherefore, Judgment is hereby rendered in the above-
captioned cases based on the above Compromise Agreement.

SO ORDERED."

and the same has on 29 June 2017 become final and executory.

MILREYSA SALINAS DAYANDAYAN
Branch Clerk of Court

cc:

Atty. Michael Canete
Atty. Evergisto Escalon
Sps. Francisco & Maria Fe Chio
Adelaida Penserra
Atty. Ari G. Larrababal
RTC-OCC, Ormoc City

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ATTY. MILREYSA SALINAS DAYANDAYAN
Clerk of Court V
RTC Br. 35, Ormoc City

" Annex D "

