

Republic of the Philippines

Department of Environment and Natural Resources

MIMAROPA REGION

Provincial Environment and Natural Resources Office

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2 1 007 2022

I INCOMING

OUTGOING

October 14, 2022

MEMORANDUM

FOR

The Regional Executive Director

MIMAROPA Region

ATTENTION:

The Chief

Licenses, Patents and Deeds Division

FROM

The In-Charge

PENRO, Oriental Mindoro

SUBJECT

ADR PROCEEDING REPORT: ADR CASE NO. 2022-1752040-0640, "EMILIA LANETE -VERSUS- ARIEL REGENCIA AND FELIX PALERMO" COVERING ISOLATED LOT FROM BANUS RIVER OF CAD 691-D, CASE 19 AND 17, LOCATED AT MANGUYANG AND MALAYONG, GLORIA, ORIENTAL

MINDORO

Forwarded is the ADR Proceeding Report submitted by CENRO Roxas regarding ADR Case No. 2022-1752040-0640, Emilia Lanete -versus- Ariel Regencia and Felix Palermo, covering Isolated Lot from Banus River of Cad 691-D, Case 19 and 17 located at Manguyang and Malayong, Gloria, Oriental Mindoro.

The ADR proceeding was conducted by ADR Officer/SI I Marie Ann F. Galit wherein both parties came up to a Compromise Agreement dated September 29, 2022.

For information and record.

ALMA E. GIBE

Copy furnished:

PENRO Planning Unit

Tracking Nos.: 22100000289

TSD/RPS

Ilang-ilang St., Sitio II, Suqui, Calapan City, Oriental Mindoro DENR Contact Nos. (043) 288-3017, Tel. Fax No. 288-3006



Republic of the Philippines Department of Environment and Natural Resources MIMAROPA Region

Community Environment and Natural Resources Office

Camia St., San Mariano, Roxas, Oriental Mindoro Contact No.: 0917 876 9985 / 0917 169 0232 VOIP: (043) 289-7118

Email: cenroroxasormindoro@denr.gov.ph

October 3, 2022

DENR-MIMAROPA REGION

MEMORANDUM

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FOR

The In-Charge, PENR Officer

Calapan City, Oriental Mindoro

FROM

The CENR Officer

Roxas, Oriental Mindoro

SUBJECT

COPY OF ADR PROCEEDING REPORT RE: ADR CASE NO.

2022-1752040-0640 "EMILIA LANETE VERSUS ARIEL REGENCIA & FELIX PALERMO" COVERING ISOLATED LOT FROM BANUS RIVER OF CAD-691-D, CASE 19 & 17 LOCATED AT MANGUYANG & MALAYONG, GLORIA, ORIENTAL

MINDORO

Forwarding herewith the copy of ADR proceeding report for the above-mentioned subject. Please be informed that the parties settled amicably and signed ADR Form No. 16 - Compromise Agreement dated September 29, 2022.

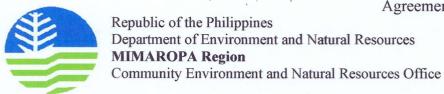
This report is for additional accomplishment for ADR.

For records and consideration.

ENGR. CAESAR E. QUEBEC

Tracking No. 221 000 0289

RPS/Mhe-Ann



IN RE:
Agricultural Free Patent Application
Residential Free Patent Application
Homestead Patent Application
Miscellaneous Sales Patent Application
Sales Patent under R.A. No. 730
Tenurial Instrument Application
Others ADR Case No. <u>2022-1752040 - 0640</u>
Emilia Lanete Protestant/Claimant
Ariel Regencia and Felix Palermo
Respondent/Claimant
Isolated Lot from Banus River of Cad-691-D, Case 17 and Case 19
Manguyang and Malayong, Gloria, Oriental Mindoro
Lot No. and Location
XX

AGREEMENT TO UNDERTAKE ALTERNATIVE DISPUTE RESOLUTION PROCEEDINGS

We, the <u>claimants</u> of the parcel of public land identified as <u>Isolated Lot from Banus River of Cad-691-D, Case 17 and Case 19</u>, situated at <u>Manguyang and Malayong, Gloria, Oriental Mindoro</u> hereby declare and voluntarily agree to undergo Alternative Dispute Resolution (ADR) Proceedings in the pursuit of reaching our agreements/concessions on our dispute/s or conflict/s and work collaboratively together to obtain a mutually satisfying resolution of our issues.

This undertaking is in accordance with Section 17 of DENR Administrative Order (DAO) No. 2016-30 and all related laws, rules and regulations in the settlement of disputes and disposition of public land.

We stipulate and agree to submit all disputes, claims or controversies to the ADR Officer (ADRO) or competent authority in accordance with DAO No. 2016-30 and the terms and conditions which will govern the ADR Proceedings including those relating to obligations of confidentiality on the ADRO and on the parties.

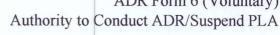
We agree that we may stop the ADR process at any point of the proceeding by informing the ADRO and parties involved. Despite withdrawal, the parties shall continue to be bound by the confidentiality provisions of this agreement and agree not to use information gained in the ADR sessions against other party.

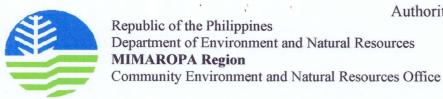
	e fully aware that any agreements reached on the ADs of the pending application and be utilized in the delay DENR Office.	
Roxas, Oriental Mindoro for the initial	September 29/9AM at DENR CENRO ADR Proceedings and succeeding settings thereafter esentatives shall attend the ADR proceedings.	
	ties hereto have mutually and voluntarily agreed to the sing, at San Mariano, Roxas, Oriental Mindoro, of	
Emilia L. Lanete EMILIA LANETE NAME AND SIGNATURE Mobile Number: Address:	ARIFIL REGENCIA AND FELIX PALERMO NAME AND SIGNATURE Mobile Number: Address:	

Attested by:

MARIFANN F. GALIT

ADR Officer





August 16, 2022

MEMORANDUM

TO

ADR Officer, Marie Ann F. Galit

FROM

The CENR Officer

SUBJECT

AUTHORITY OF THE ADRO TO CONDUCT ADR PROCEEDINGS OVER LOT NO. ISOLATED LOT FROM BANUS RIVER OF CAD-691-D, CASE 17 AND 19 LOCATED AT MANGUYANG AND

MALAYONG, ORIENTAL MINDORO

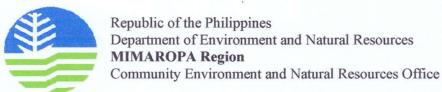
In view of the agreement of the parties to undertake ADR Proceedings as evidenced by the signed Agreement to Undertake ADR Proceedings (ADR Form 4) pursuant to Section 17 of DAO No. 2016-30 dated December 22, 2016 and related laws, rules and regulations, you are hereby directed to immediately conduct ADR proceedings.

As ADR Officer, you shall act with the highest degree of diligence and integrity, and perform duties not limited to the following:

- 1. Personally conduct the proceedings without delay;
- 2. Conduct the proceedings in the venue designated for the purpose;
- 3. Maintain neutrality and impartiality in all aspects of the proceedings;
- 4. Ensure that parties have understood and agreed with the terms and conditions, which will govern the ADR proceedings;
- 5. Observe confidentiality of the proceedings; and
- 6. In case of conflict of interest, the ADR Officer shall disclose such fact, and immediately inform his/her immediate supervisor and voluntarily inhibit from the assignment.

There must be at least one (1), but not more than three (3) ADR sessions and no two (2) sessions may be held on the same day unless the parties agree otherwise. The sessions must be completed within thirty (30) days from the first ADR session.

For immediate compliance.



EMILIA LANETE

Claimant(s)/Protestant(s),

- versus -

ARIEL REGENCIA AND FELIX PALERMO

Respondent(s).

DENR CASE NO.: 2022-Glo-001 ADR Case No.: 2022-1752040-0640

F.P.A. No.: OCT/TCT No.:

Lot No.: Isolated Lot from Banus River

of Cad-691-D, Case 17 and 19

Location: Manguyang and Malayong

Or. Mindoro

Area.:

NOTICE FOR ADR PROCEEDINGS

Voluntary ADR Proceedings pursuant to Agreement to Undertake Alternative Dispute Resolution Proceedings dated <u>August 15, 2022.</u>

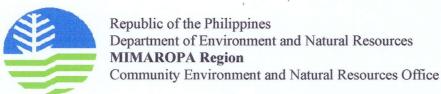
Pursuant to the DAO No. 2016-30 you are requested to appear on <u>September 29, 2022</u> at <u>9 a.m./p.m.</u> at CENRO-ROXAS, San Mariano, Roxas, Oriental Mindoro for the conduct of ADR proceedings.

Your personal appearance on the above date, time, and venue is required. Should you be unavailable, you may send your authorized representative with a Special Power of Attorney/Secretary's Certificate granting full powers and authority to negotiate for mediated agreements, enter into amicable settlement, and enter into and sign compromise agreement.

Lawyers, in representation of their clients, shall not be allowed to participate during the ADR proceedings. Issued this <u>17th</u> of <u>August</u>, <u>2022</u> at <u>Roxas</u>, <u>Oriental Mindoro</u>, Philippines.

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MARIE ANN F. GALIT



EMILIA LANETE

Claimant(s)/Protestant(s),

- versus -

ARIEL REGENCIA AND FELIX PALERMO

Respondent(s).

DENR CASE NO.: 2022- Glo-001ADR Case No.: 2022- 1752040 - 0640

F.P.A. No.: OCT/TCT No.:

Lot No.: Isolated Lot from Banus River

of Cad-691-D, Case 17 and 19

Location: Manguyang and Malayong

Or. Mindoro

Area.:

NOTICE FOR ADR PROCEEDINGS

Voluntary ADR Proceedings pursuant to Agreement to Undertake Alternative Dispute Resolution Proceedings dated <u>August 15, 2022.</u>

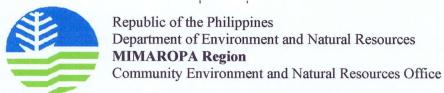
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Your personal appearance on the above date, time, and venue is required. Should you be unavailable, you may send your authorized representative with a Special Power of Attorney/Secretary's Certificate granting full powers and authority to negotiate for mediated agreements, enter into amicable settlement, and enter into and sign compromise agreement.

Lawyers, in representation of their clients, shall not be allowed to participate during the ADR proceedings. Issued this <u>17th</u> of <u>August</u>, <u>2022</u> at <u>Roxas</u>, <u>Oriental Mindoro</u>, Philippines.

Pymes

MARIE ANN F. GALIT



EMILIA LANETE Appellant(s),

- versus -

ADR No.	20.	22-179	2040	-0640
DENR CA	SE	NO.:	2022-	Glo-001
Lot No · I	solat	ted I o	t from	Ranus Ri

of Cad-691-D, Case 19 & 17

Location: Manguyang & Malayong,

Gloria, Oriental Mindoro

PALERMO	
Appellee(s).	

ARIEL REGENCIA & FELIX

REPORT ON ADR PROCEEDINGS

	This	controvers	sy is	respectfully	returned	to the	CENR	Officer/PENR	Officer/Regional
Direct	or/LM	IB Director	/Leg	gal Affairs Se	rvice afte	r ADR	Proceed	dings:	

Туре	of Compl	laint/Claims and C	Conflict:		
Two	or more c	laimant			
	DATE	PROTESTANT	AUTHORIZED REPRESENTATIVE	RESPONDENT	AUTHORIZED REPRESENTATIVE
1	9/29/22	Emilia Lanete		Ariel Regencia & Felix Palermo	
2					
3					
	ADR S 1st Sess			e present	
	2nd Ses	ssion Date : Parties Pr	resent:		
		Proceedin	Control of the Contro	nuation ing/Reason	
	3rd Ses	ssion <u>Date</u> : <u>Parties Pr</u>	resent:		

Proceedings:

For Continuation

For Resetting/Reason

$\sqrt{}$	SUCC	ESSFUL SETTLEMENT (with attachment)
		Compromise Agreement Withdrawal of the Protest
		CCESSFUL SETTLEMENT (Protest returned to Claims and Conflicts edings pursuant to Section 25 of DAO No. 2016-30.)
		Protestant refused to settle due to
		Respondent refused to settle due to
		Non-appearance of parties.
		Protestant/Respondent failed/refused to submit the required offer for Amicable Settlement.
		The submitted offer(s) for Amicable Settlement appears irreconcilable causing impasse or impossibility to come up with Compromise Agreement.
		Lack of authority to enter into Amicable Settlement
		Others
	I hereb	by attest to the correctness of the information contained herein.

ADRIOFFICER

September 30, 2022 DATE

EMILIA LANETE

Protestant,

- versus -

DENR CASE NO.: 2022 - 610 - 001 ADR Case No.: 2022 - 175 2040 - 06 40

Malayong, Gloria, Oriental

Lot No. Isolated Lot from Banus River of Cad-691-D, Case 17 & 19 Location: Manguyang &

Mindoro

ARIEL REGENCIA AND FELIX PALERMO

Respondent.

COMPROMISE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

EMILIA LANETE, of legal age, widow, with residence at Manguyang, Gloria, Oriental Mindoro, hereinafter referred to as the FIRST PARTY; and

ARIEL REGENCIA AND FELIX PALERMO, both of legal age, married, with residence at Malayong, Gloria, Oriental Mindoro, hereinafter referred to as the SECOND PARTY

WITNESSETH: THAT

WHEREAS, the FIRST PARTY is the protestant in the Claim and Conflict Case against the Second Party filed on August 9, 2022, covering a parcel of land identified as <u>Isolated Lot from Banus River up to their private proverty of Cad-691-D, Case 17 and 19</u>;

WHEREAS, the SECOND PARTY is the respondent in the said land claim and conflict;

WHEREAS, the parties voluntarily submitted themselves for Alternative Dispute Resolution, docketed as ADR Case No. ______ which sessions were held on September 29, 2022;

WHEREAS, the parties agreed to settle the case amicably, instead of going through the regular procedure of Protest, pursuant to DENR DAO 2016-31, and other existing laws, rules and regulations;

NOW, THEREFORE, in consideration of the foregoing premises, the parties hereby undertake as follows:

1. Both parties agreed to hire a licensed Geodetic Engineer (either Engr. Cadatal or Engr. Bargado defends on their availability) to conduct verification/relocation survey of Banus River which is adjacent to both parties and will served as their boundary to their private proverty known as (LRC) Psd-115448 covering Cad-691-D, Case 19 and Lot 1407, Cad-691-D, Case 17;

L



- 2. Upon the result of the said survey, the area from the Banus River point on Cad-691-D Case 19 to the point of their private property including all the improvements found thereon will be claimed by Palermo Family;
- 3. Upon the result of the said survey, the area from the Banus River point on Cad-691-D Case 17 to the point of their private property including all the improvements found thereon will be claimed by Lanete Family;
- 4. This Compromise Agreement shall have the force and effect of a final and executory Decision viz parties respective claim over the subject property;
- 5. That whatever discussed during the alternative dispute proceedings is considered Confidential and subject to Non-Disclosure;
- 6. The Parties agree to the fullest extent applicable, waives and concedes each other's claim and let this agreement govern their rights and obligations over the property subject of the application;
- 7. The Compromise Agreement is not contrary to law, public order, public policy and public morals;
- 8. The Parties bind themselves to faithfully comply with the terms and conditions of this Compromise Agreement and shall constitute an agreement between the parties and supersedes all prior understandings, agreements and discussions between parties, if any;
- 9. The parties executed this Compromise Agreement on their own volition and free will and the signatories therein hereby represent and warrant that they are duly authorized to concede and compromise their rights, claims and interests over the subject public land;

IN WITNESS WHEREOF, the parties have hereunto set their hand this 29th day of September, 2022 here at DENR CENRO-Roxas, Oriental Mindoro.

Emilia & Lanete

Witnessed by:

I hereby attest that the parties have executed this Compromise Agreement freely and voluntarily.

SECOND PARTY

Noted by:



ATTENDANCE

Preliminary Meeting
Ariel Regencia at Felix Palermo VS Emilia Lanete
Manguyang, Gloria, Oriental Mindoro
September 29, 2022 (9AM)

NAME	SEX	AGE	SIGNATURE
Gety Follows		605	
a citia P. Righaia		42	Chrognia
ARIEL REGENCIA		42	Byrnes
REYHEL MORTEL		44	19
Erriha G. Lanete		99	Emilia & Lande
BUTURCU NAGUTUM		64	Cyo _
teta Non Invopo		G1	Magneer
CLEOTILAL ANUA		J-9	Cane
MARCIN PARTIMO		37	- Joseph
AMELIA M. PALTIMO		AL	0 1

ATTENDANCE



Republic of the Philippines Department of Environment and Natural Resources MIMAROPA Region

Community Environment and Natural Resources Office

Camia St., San Mariano, Roxas, Oriental Mindoro Contact No.: 0917 876 9985 / 0917 169 0232 VOIP: (043) 289-7118

Email: cenroroxasormindoro@denr.gov.ph

Agosto 15, 2022

KGG. REMSON C. JAMILLA Punong Barangay Barangay Manguyang, Gloria, 5209 Oriental Mindoro

Kapitan Jamilla,

Makakalikasang Pagbati po!

Ito po ay tungkol sa inyong inindorso na Usaping Barangay Blg. 04 S. 2022 na aming natanggap noong Agosto 9, 2022 hinggil sa usapin sa lupa nina G. Ariel Regencia at G. Felix Palermo laban kay Gng. Emilia Lanete na matatagpuan sa inyong nasasakupang barangay. Kami po ay humihingi ng tulong na pakiabisuhan ang magkabilang panig na magkakaroon sila ng pag-uusap dito sa aming tanggapan sa ika-29 ng Setyembre, taong kasalukuyan sa ganap na ika-9 ng umaga.

Mangyari pong pakisabi sa dalawang panig na dalhin nila ang lahat ng mga dokumento na may kaugnayan sa lupang pinag-uusapan. Sa ano man pong katanungan magsadya lang po sa aming tanggapan at hanapin si Special Investigator I, Marie Ann F. Galit.

Marami pong salamat sa patuloy na pagtulong sa aming hangarin na maiayos ang mga problema sa lupa.

Sumasainyo,

ENGR. CAESAR E. QUEBEC

JAK W.

Tracking No. 2208000258

RPS/Mhe-Ann



Republika ng Pilipinas Lalawigan ng Silangang Mindoro Bayan ng GLORIA Barangay Manguyang



Usaping Barangay Blg. <u>04 S. 2022</u>

USAPIN SA LUPA ANG PROBLEMA.

ARIEL REGENCIA AT FELIX PALERMO INEREKLAMO

EMILIA LANETE NAGREKLAMO DENR CENRO SALIMARIANO ROXAS DRIENTAL MINDORC

- 1. Nagharap sa Barangay subalit hindi nagkasundo
- 2. Nagharap sa Lupon Tagapamayapa subalit hindi nagkasundo
- 3. Kaya't ang usaping ito ay maaari ng idulog sa Tanggapan ng DENR (CENRO)...

Nilagdaan ngayong ika-09 ng Agosto 2022 dito sa Manguyang Gloria Oriental Mindoro.

ARIEL H. CORNEJO

Lupon Chairman

EMMA C. PENAFIEL

Lupon Chairman

EMSON C. JAMILLA

Punong Barangay

Republic of the Philippines DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES PROVINCIAL ENVIRONMENT AND NATURAL RESOURCES

Sugui, Calapan City, Oriental Mindoro

IN RE:	
☐ Agricultural Free Patent Application	
☐ Residential Free Patent Application	
☐ Homestead Patent Application	
☐ Miscellaneous Sales Patent Application	
☐ Sales Patent under R.A. No. 730	
☐ Tenurial Instrument Application	
□ Others	DENR Case No. 2022-
EMILIA LANETE (Name of Applicant/Claimant)	Glo-001 ADR Case No. 2022- 1752040-0640
ARIEL REGENCIA AND FELIX PALERMO (Name of Protestant/Claimant)	
<u>Isolate Lot from Banus River of Cad 691-D,</u> <u>Case 17 and 19</u>	
Manguyang, Gloria, Oriental Mindoro	
xx	

DECISION/ORDER BASED ON COMPROMISE AGREEMENT

Submitted for consideration and approval is the Compromise Agreement forged by and between the EMILIA LANETE, Protestant, and ARIEL REGENCIA AND FELIX PALERMO, Protestee, whereby the parties voluntarily and amicably settled their dispute in the above-entitled case.

COMPROMISE AGREEMENT

"KNOW ALL MEN BY THESE PRESENTS:

Emilia Lanete, of legal age, widow, with residence at Manguyang, Gloria, Oriental Mindoro, hereinafter referred to as the FIRST PARTY; and

Ariel Regencia and Felix Palermo, both of legal age, married, with residence at Malayong, Gloria, Oriental Mindoro, hereinafter referred to as the SECOND PARTY;

WITNESSETH: THAT

WHEREAS, the FIRST PARTY is the protestant in the Claim and Conflict Case No. 2022-Glo-001, titled EMILIA LANETE -VERSUS- ARIEL REGENCIA & FELIX PALERMO, pending before the CENRO Roxas, covering

a parcel of land identified as isolated lot from Banus River of Cad 691-D, Case 17 and 19;

WHEREAS the SECOND PARTY is the Protestee in the said case;

WHEREAS, the parties voluntarily submitted themselves for Alternative Dispute Resolution, docketed as ADR Case No. 2022-1752040-0640 which session was held on September 29, 2022;

WHEREAS, the parties agreed to settle the case amicably, instead of going through the regular procedure of Protest, pursuant to DENR DAO 2016-31, and other existing laws, rules and regulations;

NOW, THEREFORE, in consideration of the foregoing premises, the parties hereby undertake as follows:

- 1. Both Parties agreed to hire a licensed Geodetic Engineer (either Engr. Cadatal or Engr. Bargado defends on their availability) to conduct verification/relocation survey of Banus River which is adjacent to both parties and will served as their boundary to their private property known as (LRC) Psd-115448 covering Cad 691-D, Case 19 and Lot 1407, Cad 691-D, Case 17;
- 2. Upon the result of the survey, the area from the Banus River point on Cad 691-D Case 19 to the point of their private property including all the improvements found thereon will be claimed by Palermo Family;
- 3. Upon the result of the survey, the area from the Banus River point on Cad 691-D Case 17 to the point of their private property including all the improments found thereon will be claimed by Lanete Family;
- 4. This Compromise Agreement shall have the force and effect of a final and executory Decision viz parties respective claim over the subject property;
- 5. That whatever is discussed during the Arbitration is considered Confidential and subject to Non-Disclosure;
- 6. The Parties agree to the fullest extent applicable, waives and concedes each other's claim and let this agreement govern their rights and obligations over the property subject of the application;
- 7. The Compromise Agreement is not contrary to law, public order, public policy and public morals;
- 8. The Parties bind themselves to faithfully comply with the terms and conditions of this Compromise Agreement and shall constitute an agreement between parties and supersedes all prior understandings, agreements and discussions between parties, if any;
- 9. The parties executed this Compromise Agreement on their own volition and free will and the signatories therein hereby represent and warrant that they are duly authorized to concede and compromise their rights, claims and interests over the subject public land;

IN WITNESS WHEREOF, the parties have hereunto set their hand this 29th day of September 2022 here at DENR CENRO Roxas, Oriental Mindoro.

FIRST PARTY

SECOND PARTY

EMILIA LANETE

ARIEL REGENCIA & FELIX PALERMO

Witnessed By:

Reynel Mortel

Amelia Palermo"

XXX

This Office finds that the Compromise Agreement was duly entered into voluntarily by the parties with the terms and conditions thereof not contrary to law, morals, good customs, public order or public policy. The Compromise Agreement is hereby APPROVED.

Accordingly, the approved agreement has the force and effect of a decision or judgment. The parties are hereby ordered to faithfully comply with the terms and conditions of the agreement.

SO ORDERED.

October 14, 2022, Calapan City, Oriental Mindoro.

ALMA E. GIBE
In-Charge, PENRO Oriental Mindoro

Copy furnished:

EMILIA LANETE Banus, Gloria, Oriental Mindoro

ARIEL REGENCIA AND FELIX PALERMO Banus, Gloria, Oriental Mindoro

DENR CENRO-Roxas San Mariano, Roxas, Oriental Mindoro

DENR MIMAROPA, Legal Services Division