

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 SANGGUNIANG PANLUNGSOD SESSION HALL,
ORMOC CITY HALL BUILDING
ON JULY 27, 2021

PRESENT:

Tomas R. Serafica,	(Temporary Presiding Officer)
Benjamin S. Pongos, Jr.,	SP Member, Presiding Officer "Pro-Tempore"
Roiland H. Villasencio,	SP Member, Majority Floor Leader
Nolito M. Quilang,	SP Member, 1 st Asst. Majority Floor Leader
Eusebio Gerardo S. Penserga,	SP Member, 2 nd Asst. Majority Floor Leader
Jasper M. Lucero,	SP Member
Vincent L. Rama,	SP Member
Gregorio G. Yrastorza III,	SP Member
Lalaine A. Marcos,	SP Member
Esteban V. Laurente,	SP Member
Joan Marbie C. Simbajon,	Ex-Officio SP Member, Chapter President,
Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc	Liga ng mga Barangay ng Ormoc
	Ex-Officio SP Member, Chapter President,
	Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

ON OFFICIAL BUSINESS:

Peter M. Rodriguez, (Acting City Mayor), SP Member

ON LEAVE:

Leo Carmelo L. Locsin, Jr. City Vice Mayor & Presiding Officer

RESOLUTION NO. 2021-210

**A RESOLUTION GRANTING AUTHORITY TO THE CITY
MAYOR RICHARD I. GOMEZ OR THE ACTING CITY
MAYOR TO ENTER INTO AND SIGN THE AGREEMENT
BY AND AMONG THE VENDORS OF PARCELS OF LAND
ALL LOCATED IN BARANGAY DOLORES AND THE
LOCAL GOVERNMENT UNIT OF ORMOC CITY, FOR THE
USE OF ROAD-RIGHT-OF-WAY GOING TO THE NHA
DOLORES HOUSING PROJECT.**

WHEREAS, the Fifteenth Sanggunian Panlungsod was in receipt of a 2nd Endorsement Letter dated 26 July 2021 from the Office of the City Mayor requesting for the passage of a Resolution granting him or his representative the authority to enter into and sign the attached Agreement to be made and entered into by and among the vendors of parcels of land in Barangay Dolores, and further requesting that this matter be treated as EXTREMELY URGENT;

WHEREAS, to recall, this Sanggunian passed SP Resolution Nos. 2018-310, 2019-025, and 2019-052 which granted the City Mayor Richard I. Gomez or his representative the authority to enter into and sign the Contracts to Sell to be entered into by and between LGU-Ormoc and the vendors of parcels of land for Road Right of Way for the Socialized Housing Project intended for the Identified Beneficiaries of the July 6, 2017 Earthquake;

WHEREAS, parties have entered into Contract to Buy and Sell, and relative thereto the VENDORS have executed Deeds of Absolute Sale;

WHEREAS, the instruments transferred title and ownership from the VENDORS to the VENDEE on the parcels of land situated at Barangay Dolores, this City;

WHEREAS, the Contract to Buy and Sell entered into by the parties indicates:

- a. That upon signing of this Contract, the VENDEE shall process the disbursement voucher for the release of the amount due under this contract and shall be entitled to enter and take and possession of the property subject of this agreement;
- b. That upon receipt of FIFTY PERCENT (50%) of the contract price, the VENDOR shall sign and execute a Deed of Absolute Sale over the property subject of this contract in favor of the vendee, and the acknowledge receipt of the total amount;
- c. That the VENDOR shall secure the necessary documents and comply with all the necessary requirement for the transfer of title to the name of the VENDEE;
- d. That after title is transferred to the name of the VENDEE, the latter shall release the remaining FIFTY PERCENT (50%) in favor of the VENDOR;

WHEREAS, the parties agree to amend paragraph no. 7 of the Contracts to Buy and Sell to read as follows:

- a. Upon annotation of the sale on the title, the remaining amount of the consideration shall be paid by the VENDEE to the VENDOR; and
- b. Other stipulations contained in the Contracts to Buy and Sell insofar as it is not inconsistent with the foregoing, are hereby adopted and incorporated herein;

WHEREAS, in a communication from the City Legal Office dated 26 July 2021, it stated therein that a recent inventory on the status of the property acquisitions indicate that survey on the particular property has yet to be completed due to the reason that there is only one (1) surveyor employed with the LGU and for which transfer of title will be delayed as a consequence thereof;

WHEREAS, the subject Agreement clearly and plainly encapsulates the terms and conditions of the agreement of the parties thereto, including their specific roles and obligations towards the attainment of the lofty ends of the same, and this Sanggunian, upon thorough review, finds that the same is entered for the purpose of transferring the property without any undue delay to both the vendor and vendee, thereby, serving the best interests of the City and its constituents, and therefore, is most deserving of this august Body's prompt and favorable consideration;

WHEREFORE, on joint motion of SP Member Roiland H. Villasencio, Chairman, Committee on Public Properties and SP Member Benjamin S. Pongos, Jr., Chairman, Committee on Laws and Ordinances, severally seconded by SP Members Joan Marbie C. Simbajon, Gregorio G. Yrastorza III, Vincent L. Rama and Esteban V. Laurente; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN THE AGREEMENT BY AND AMONG THE VENDORS OF PARCELS OF LAND ALL LOCATED IN BARANGAY DOLORES AND THE LOCAL GOVERNMENT UNIT OF ORMOC CITY, FOR THE USE OF ROAD-RIGHT-OF-WAY GOING TO THE NHA DOLORES HOUSING PROJECT;

ADOPTED, July 27, 2021.

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


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; Vendors; the City Planning & Development Office; the City Assessor's Office; the City Treasurer's Office; the City Local Government Operations Officer-DILG; and other offices concerned for their information and guidance;

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the above resolution.


MARIA ANTONIETA G. CO HAT
Secretary to the
Sangguniang Panlungsod

ATTESTED:


TOMAS R. SERAFICA
(Temporary Presiding Officer)
SP Member
Presiding Officer "Pro-Tempore"

Annex 'A'

AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This contract is made and entered into by and among:

NAME OF VENDOR, of legal age, Filipino, married to _____ and a resident of Brgy. _____, Ormoc City, Philippines, hereinafter referred to as the **VENDOR**; AND

THE LOCAL GOVERNMENT UNIT OF ORMOC, a municipal corporation created and existing under Philippine laws, with address at Aunubing Street, Brgy. Cogon, Ormoc City, represented by Mayor **RICHARD I. GOMEZ**, hereinafter referred to as the "**VENDEE**".

Witnesseth, that:

WHEREAS, parties entered into a Contract to Buy and Sell dated _____ docketed as Doc. No. _____, Page No. _____, and Book No. _____ Series of 20____ in the notarial register of Atty. _____;

WHEREAS, relative thereto, the **VENDOR** has executed a Deed of Absolute Sale dated _____, docketed as Doc. No. _____, Page No. _____, Book No. _____, Series of 20____ in the notarial register of Atty. _____;

WHEREAS, the foregoing instruments transferred title and ownership from the **VENDOR** to the **VENDEE** equivalent to _____ square meters on the parcel of land identified as Lot No. _____ covered by Transfer Certificate of Title No. _____;

WHEREAS, Capital Gains and Documentary Stamp taxes have been paid on the transaction for which E- Certificate Authorizing Registration (ECAR) No. _____ was issued for registration purposes;

WHEREAS, The Contract to Buy and Sell entered into by the parties herein indicates,

"4. That upon signing of this Contract, the **VENDEE** shall process the disbursement voucher for the release of the amount due under this contract and shall be entitled to enter and take and possession of the property subject of this agreement.

5. That upon receipt of **FIFTY PERCENT (50%)** of the Contract Price, the **VENDOR** shall sign and execute a Deed of Absolute Sale over the property subject of this contract in favor of the **VENDEE**, and the acknowledgment receipt of total amount.

6. That the **VENDOR** shall secure the necessary documents and comply with all the necessary requirement for the transfer of title to the name of the **VENDEE**.

7. That after title is transferred to the name of the **VENDEE**, the latter shall release the remaining **FIFTY PERCENT (50%)** in favor of the **VENDOR**."

WHEREAS, one of the requirements prior to transfer of title is an approved subdivision plan in connection with a survey that has not been completed due to a shortage of manpower in the LGU Ormoc there being only one (1) surveyor who has to attend to the complex and numerous land concerns of the city, and for which transfer of title will be delayed as a consequence of thereof;

WHEREFORE, in consideration of all the foregoing, parties herein agree to amend paragraph No. 7 of the Contract to Buy and Sell dated _____, for it to state as follows:

" Upon annotation of the sale on the title, the remaining amount of the consideration shall be paid by the **VENDEE** to the **VENDOR**; xxx"

Other stipulations contained in the Contract to Buy and Sell dated _____, insofar as it is not inconsistent with the foregoing, are hereby adopted and incorporated herein.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ at Ormoc City, Philippines.

Vendor

LOCAL GOVERNMENT UNIT OF ORMOC
Vendee

Marital Consent:

By:
RICHARD I. GOMEZ, DPA

Signed in the presence of and Parties personally known to the witnesses:

ACKNOWLEDGMENT

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

Before me, this _____ day of _____ at _____, Philippines,
personally appeared the parties with competent evidence of identity:

PARTY	COMPETENT EVIDENCE OF IDENTITY
	TIN 279-443-785
	UMID CRN 006-0425-7501-9
RICHARD I. GOMEZ, DPA	UMID CRN 021-1628-7895-8

Known to me to be the same persons who executed the foregoing consisting of TWO (2) pages including the pages 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 2021.

