



Republic of the Philippines
QUEZON CITY COUNCIL
Quezon City
20th City Council

PR20CC-332

26th Regular Session

RESOLUTION NO. SP- **7073**, S-2017

A RESOLUTION AUTHORIZING THE CITY MAYOR, HONORABLE HERBERT M. BAUTISTA, TO SIGN THE MEMORANDUM OF AGREEMENT WITH CAPITOL HOMEOWNERS ASSOCIATION, INC., REPRESENTED BY ITS PRESIDENT RICARDO B. HERNANDEZ JR., GRANTING THE ASSOCIATION THE USE, SUPERVISION, UPKEEPING AND SECURITY OF ROAD LOTS AND OPEN SPACE DONATED TO THE CITY LOCATED AT CAPITOL HOMES, BARANGAY MATANDANG BALARA, QUEZON CITY.

Introduced by Councilors ALEXIS R. HERRERA and FRANZ S. PUMAREN.

Co-Introduced by Councilors Anthony Peter D. Crisologo, Elizabeth A. Delarmente, Victor V. Ferrer, Jr., Oliviere T. Belmonte, Precious Hipolito Castelo, Voltaire Godofredo L. Liban III, Ramon P. Medalla, Ranulfo Z. Ludovica, Estrella C. Valmocina, Roderick M. Paulate, Allan Benedict S. Reyes, Gian Carlo G. Sotto, Kate Abigail G. Coseteng, Eufemio C. Lagumbay, Marvin C. Rillo, Raquel S. Malañgen, Irene R. Belmonte, Ivy Xenia L. Lagman, Marra C. Suntay, Jose A. Visaya, Karl Edgar C. Castelo, Julienne Alyson Rae V. Medalla, Godofredo T. Liban II, Andres Jose G. Yllana, Jr., Allan Butch T. Francisco, Marivic Co-Pilar, Melencio "Bobby" T. Castelo, Jr., Rogelio "Roger" P. Juan, Diorella Maria G. Sotto, Donato C. Matias, Eric Z. Medina and Ricardo B. Corpuz.

WHEREAS, the Quezon City Government is a Local Government Unit organized and existing by virtue of the laws of the Republic of the Philippines, with principal office and postal address at Quezon City Hall, Elliptical Road, Barangay Central, 1100, represented by its City Mayor, Honorable Herbert M. Bautista;

WHEREAS, Capitol Homeowners Association, Inc. is a domestic, non-stock and non-profit organization duly organized and existing under the laws of the Republic of the Philippines and registered with the Housing and Land Use Regulatory Board (HLURB), with office address at Multi-Purpose Hall, Amsterdam Street, Barangay Matandang Balara, Quezon City represented by its President, Ricardo B. Hernandez;

WHEREAS, the Quezon City Government is the owner of certain parcels of land consisting of eighteen (18) road lots and one (1) open space located at Capitol Homes I Subdivision, Barangay Matandang Balara, Quezon City;

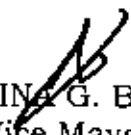
WHEREAS, the said road lots and open space were donated to the Quezon City Government by Manila Remnant Corporation Inc., the developer of Capitol Homes I, on November 17, 1970;

WHEREAS, Capitol Homeowners Association Inc. Board Resolution No. 2016-7-26 has authorized its President, Ricardo B. Hernandez Jr. as the signatory, for and behalf of the Capitol Homeowners Association, to sign the Memorandum of Agreement between Capitol Homeowners Association Inc., and the Quezon City Government.

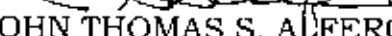
NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE QUEZON CITY IN REGULAR SESSION ASSEMBLED, to authorize, as it does hereby authorize, the City Mayor, Honorable Herbert M. Bautista, to sign the Memorandum of Agreement with Capitol Homeowners Association, Inc., represented by its President Ricardo B. Hernandez Jr., granting the association the use, supervision, upkeeping and security of road lots and open space donated to the city located at Capitol Homes, Barangay Matandang Balara, Quezon City.

ADOPTED: March 20, 2017.

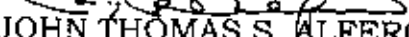

MA. JOSEFINA G. BELMONTE
Vice Mayor
Presiding Officer

ATTESTED:


Atty. JOHN THOMAS S. ALFEROS III
City Gov't. Asst. Dept. Head III

CERTIFICATION

This is to certify that this Resolution was APPROVED by the City Council on Second Reading on March 20, 2017 and was CONFIRMED on March 27, 2017.


Atty. JOHN THOMAS S. ALFEROS III
City Gov't. Asst. Dept. Head III



MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement made and entered into by and between:

QUEZON CITY GOVERNMENT, a local government unit created and by virtue of the laws of the Republic of the Philippines, with principal office at Quezon City Hall, Diliman, Quezon City, represented herein by the City Mayor, Honorable **HERBERT M. BAUTISTA**, and herein after referred to as the "First Party";

And

CAPITOL HOMEOWNERS ASSOCIATION, INC., a domestic, non-stock and non-profit organization duly organized and existing under the laws of the Republic of the Philippines and registered with the Housing and Land Use Regulatory Board (HLURB), with office address at Multi-purpose hall, Amsterdam St., Barangay Old Balara, Quezon City, duly represented by its President, **RICARDO B. HERNANDEZ**, and herein referred to as the "Second Party"

WITNESSETH THAT;

WHEREAS, the First Party is the owner by operation of law of certain parcels of land consisting of eighteen (18) road lots, one (1) open space, of Capitol Homes I Subdivision, Barangay Old Balara, Quezon City, described as follows:

Open Space

Lot Description	TCT	Area (sq.m)
Lot 3 Block 17		14,590

Road Lots

Lot Description	TCT	Area (sq.m)
Road 1	163167	7,793
Road 2	163168	423
Road 3	163169	3,145
Road 4	163170	6,459
Road 5	163171	7,702
Road 6	163172	7,764
Road 7	163173	4,657
Road 8	163174	2,350
Road 9	163175	4,762
Road 10	163176	1,785
Road 11	163177	819
Road 12	163178	657
Road 14	163179	545
Road 15	163180	555
Road 16	163181	908
Road 17	163182	512
Road 18	163184	1,411

WHEREAS, the above-mentioned road lots, and open spaces were donated to the First Party by Manila Remnant Corporation Inc., developer of Capitol Homes I on November 17, 1970;

WHEREAS, the Second Party is a community association created pursuant to Presidential Decree Nos. 957 and 1216 and Republic Act 9904 (Magna Carta for Homeowners Association);

WHEREAS, the City Council of Quezon has approved Resolution No. SP. _____ S-2015, authorizing the City Mayor, HON. HERBERT M. BAUTISTA to sign the foregoing Memorandum of Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the covenants hereunder, the First Party and the Second Party hereby agree as follows:

1. The First Party, as the owner by operation of law of the real properties subject of this Memorandum of Agreement, hereby grants to the Second Party the use of the said road lots and open space, the supervision over the same, the upkeeping thereof, the provision of security thereof and the authority to regulate the use thereof subject to existing laws, ordinances, policies, and rules and regulations promulgated by the First Party. All costs in connection with or related to the use, supervision, upkeeping, provision of security for, and regulation for the use of the subject road lots and open spaces shall be for the exclusive account of the Second Party.
2. The First Party has the right and the power and shall continue to exercise jurisdiction and control over the subject road lots and open space, including the administration and disposition thereof in accordance with law.
3. Should the Second Party decide to undertake any construction, improvement, changes or otherwise build any structure on the subject properties, the Second Party shall secure prior written clearance and approval from the First Party, through the City General Services Department (CGSD) in case of road lots and the Parks Development and Administration Department (PDAD) in case of open spaces.
4. The Second Party shall submit to the First Party, through CGSD or PDAD, duly approved architectural and engineering plans pertaining to the construction of new structure or the expansion, alteration or rehabilitation of existing structures, including the building permits for each project.
5. At the end of each calendar year, the Second Party shall submit to the First Party report on the status and condition of subject properties including the facilities, and improvements, and changes thereon, through CGSD and/or PDAD. The First Party may inspect the subject properties anytime to monitor and ensure compliance with the provisions hereof and existing laws, ordinances, policies and rules and regulations.
6. The Second Party shall allow the First Party free and reasonable access to and use of the subject properties, provided the First Party notifies the Second Party of its intention within a reasonable period of time prior to the intended access and/or use.
7. Failure of the Second Party to comply with its obligations provided herein shall a ground for automatic termination of this memorandum of agreement and the Second Party shall surrender and turn over the subject properties including all

facilities and improvements therein to the First Party within fifteen (15) days from notice of termination.

- 8. The Parties hereto hereby represent and warrant that they have the legal capacity and are duly authorized to enter into and execute this Memorandum of Agreement and that their respective representatives are duly authorized to sign the same.
- 9. This Memorandum of Agreement shall take effect upon the signing hereof by the parties and shall remain in full force and effect until sooner terminated by the First Party.

IN WITNESS WHEREOF, the herein Parties have hereinto set their hands this _____ in Quezon City, Metro Manila.

QUEZON CITY GOVERNMENT
By:

CAPITOL HOMEOWNERS ASSOCIATION, INC.,
By:

HERBERT M. BAUTISTA
City Mayor

RICARDO B. HERNANDEZ
President, Capitol Homeowners Assn'

Signed in the presence of:

ROLANDO P. MONTIEL
Head, City General Services Department

(Witnesses of Second Party)

ACKNOWLEDGEMENT

Republic of the Philippines)
Quezon City) S.S

BEFORE ME, a Notary Public, for and in the above jurisdiction, personally appeared the following:

	ID	Date/Place Issued
Herbert M. Bautista		
Ricardo B. Hernandez		

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same are their own free and voluntary act and deed.

This Memorandum of Agreement consisting of three (3) pages, including this page where the Acknowledgement is written has been signed by all the parties, including their respective witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this _____, Quezon City.

Notary Public

Doc. No.: _____
Page No.: _____
Book No.: _____
Series of 2016.