



Republic of the Philippines  
PROVINCE OF LEYTE  
City of Baybay  
-0000000-

Received by:

ANALYN EODEN  
CPDO R/B/K

## Office of the Sangguniang Panlungsod

Excerpt from the

MINUTES OF THE 39<sup>th</sup> REGULAR SESSION OF THE SANGGUNIANG PANLUNGSOD  
OF BAYBAY CITY, LEYTE HELD AT THE SESSION HALL ON NOVEMBER 16, 2015.

### RESOLUTION NO. 289 S. 2015

A RESOLUTION AUTHORIZING HONORABLE CARMEN . CARI, CITY MAYOR TO SIGN FOR AND IN BEHALF OF THE CITY OF BAYBAY THE MEMORANDUM OF AGREEMENT WITH THE BAYBAY CITY GUN CLUB REPRESENTED BY ENGR. RHYSE AUSTERO GUN CLUB PRESIDENT FOR THE USE OF THE SHOOTING RANGE AT BRGY. PALHI, BAYBAY CITY.

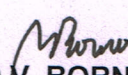
On motion of Honorable Arturo Elisa O. Astorga duly seconded by Hon. Alan D. Fernandez; be it:

RESOLVED, as it hereby does RESOLVE, to authorize Honorable Carmen L. Cari, City Mayor to sign for and in behalf of the City of Baybay the memorandum of agreement with the Baybay City Gun Club represented by Engr. Rhyse Austero, Gun Club President for the use of the shooting range at Brgy. Palhi, Baybay City.

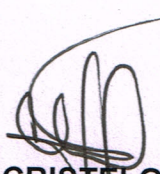
RESOLVED, FURTHER, to let certified copies of this resolution be furnished to the office concerned for their information and appropriate.

CARRIED UNANIMOUSLY.

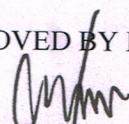
I HEREBY CERTIFY to the correctness of the foregoing resolution which was duly adopted by the Sangguniang Panlungsod during its regular session held on November 16, 2015.

  
AMELITO V. BORNEO  
SP Secretary

ATTESTED AND CERTIFIED  
TO BE DULY ADOPTED:

  
CRISTELO S. LORETO  
SP Member & Acting Presiding Officer

APPROVED BY HER HONOR:

  
CARMEN L. CARI  
City Mayor

## MEMORANDUM OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This agreement entered into and executed by and between:

The CITY OF BAYBAY, herein represented by the **HON. CARMEN L. CARI**, City Mayor, by virtue of the authority granted unto him by the Sangguniang Panglungsod of Baybay City, Leyte, Philippines, under Res. No. \_\_\_\_ series of 2015; hereinafter referred to as the **First Party**;

and

**BAYBAY CITY GUN CLUB, INC.**, a non-stock/non-profit corporation, duly registered and existing under and by virtue of the laws of the Republic of the Philippines, with principal address at Baybay City, Leyte, Philippines, herein represented by its club president **ENGR. RHYSE M. AUSTERO**; hereinafter referred to as the **SECOND PARTY**;

### WITNESSETH:

**WHEREAS**, the **FIRST PARTY** is the owner of Lot No. 1112 situated in Barangay Palhi, Baybay City, Leyte, containing an area of **4,558sq.m.** more or less;

**WHEREAS**, the **SECOND PARTY** is in need of a lot to be used as a firing range, for the benefit of its club members as well as other gun enthusiasts in the City and its neighboring towns;

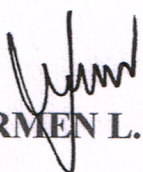
**NOW, THEREFORE**, in consideration of the foregoing premises, the parties hereby mutually agree on the following terms and conditions, to wit:

1. That the **SECOND PARTY** shall be responsible in developing Lot No. 1112 into a safe shooting range for all licensed enthusiasts in the City and neighboring towns within the 5<sup>th</sup> District of Leyte;
2. That the **FIRST PARTY** agree and give consent to the **SECOND PARTY** to use and maintain the said shooting range for a term of twenty (20) years to commence upon the signing of this agreement;
3. That there is no monthly rental involved in using the above stated lot but all elected officials of Baybay City, Leyte and regular PNP personnel stationed at Baybay City shall be honorary members;
4. That the **SECOND PARTY** can construct permanent or temporary structure for their shed and/or bodega for their equipment's in strict compliance of the National Building Code and other related laws;
5. That the subject area shall be solely used in the promotion of practice on Gun Handling and Gun Safety Training and not for dwelling or any other purposes;
6. That all charges for water, light, telephone used within the premises shall be at the sole account of the **SECOND PARTY**;

7. That the **SECOND PARTY** shall be responsible for the observance of sanitary and electrical regulations required by government authorities;
8. All improvements introduced herein by the **SECOND PARTY** shall become the property of the **FIRST PARTY**.
9. The **FIRST PARTY** shall not be liable for any damage to third persons and entities from the operation of the shooting range or from any incident that may happen in the area.

**CITY OF BAYBAY**

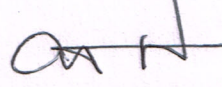
By:



**HON. CARMEN L. CARI**  
 City Mayor  
 DILG ID No.: 08370801  
 Issued at TACLOBAN CITY

**BAYBAY CITY GUN CLUB, INC.**

By:



**ENGR. RHYSE M. AUSTERO**  
 President  
 OFFICE ID No.: 11P067  
 Issued at LGU-BAYBAY CITY

*Signed in the presence of:*

\_\_\_\_\_

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**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
 PROVINCE OF LEYTE ) S.S  
 MUNICIPALITY OF BAYBAY )  
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**BEFORE ME**, a Notary Public for and in Baybay City, Leyte, Philippines this \_\_\_ day of December, 2015 at Baybay City Leyte, Philippines, personally appeared **CARMEN L. CARI** and **RHYSE M. AUSTERO** with their respective Community Tax Certificate Numbers, as indicated above, known to me and to me known as the same persons who executed the foregoing instrument and acknowledgement to me that same is their own free and voluntary act and deed.

This instrument consists of two (2) pages including this page on which this acknowledgement is written and is signed by the parties and their instrument witnesses on each and every page.

**WITNESS MY HAND AND AFFIX NOTARIAL SEAL**

Doc. No.: \_\_\_\_\_  
 Page No.: \_\_\_\_\_  
 Book No.: \_\_\_\_\_  
 Series of 2015