



Office of the Sangguniang Panlungsod

CITY RESOLUTION NO. 2023-168
Series of 2023

DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. VICTORIO L. GUERRERO, JR.
City Councilor

HON. ALEJANDRO F. GUTIERREZ
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II
ABSENT

HON. ROBERTO L. ADVINCULA
City Councilor

HON. REYNALDO D. PALABRICA
City Councilor

HON. REYNALDO M. FABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RAMON N. BAUTISTA
Liga ng mga Barangay President

HON. MAC RAVEN ESPIRITU
SK Federation President

Attested by:
ATTY. KHALID A. ADEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:
HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:
HON. STRIKE B. REVILLA
City Mayor

A RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN THE DEED OF USUFRUCT BETWEEN THE CITY GOVERNMENT OF BACOR AND THE DEPARTMENT OF EDUCATION - CITY SCHOOLS DIVISION OF BACOR PERTAINING TO AN AREA OF FIVE THOUSAND ONE HUNDRED TWENTY- NINE SQUARE METERS (5,129 SQ.M.) UNDER TRANSFER CERTIFICATE OF TITLE NO. 057-2015052133 SITUATED IN SAN NICOLAS, BACOR CITY, CAVITE.

Sponsored By:

Hon. Victorio L. Guerrero, Jr.

Co-Sponsored By:

Hon. Ramon N. Bautista, Hon. Simplicio G. Dominguez, Hon. Mac Raven Espiritu, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Alde Joselito F. Pagulayan, Hon. Reynaldo D. Palabrica, Hon. Michael E. Solis and Hon. Levy M. Tela.

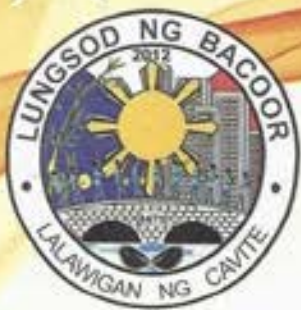
WHEREAS, the City Government of Bacor owns a parcel of land with improvements consisting of Five Thousand One Hundred Sixty Nine square meters (5,129 sq.m.) which are covered by Transfer Certificate of Title No. (057-2015052133) 167-2020002150 situated in San Nicolas, Bacor City, Cavite.

WHEREAS, the said parcel of land is being used by the Department of Education, City Schools Division of Bacor (DepEd-Bacor), as the existing school site of San Nicolas Elementary School.

WHEREAS, the Office of the City Mayor formally requested the Sangguniang Panlungsod to review a draft Usufruct Agreement between the city government and the DepEd-Bacor regarding the use by the latter of the said parcel of land as a school site.

WHEREAS, the Sangguniang Panlungsod reviewed the said Agreement and found the terms and conditions thereof to be advantageous to the City Government. A copy of the said Usufruct Agreement is attached hereto and made an integral part hereof.


NOW THEREFORE, upon motion of Hon. Victorio Guerrero, unanimously seconded by the rest of the Body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod to authorize the City Mayor, Hon. Strike B. Revilla, to sign the Usufruct Agreement between the city government of Bacor and the Department of Education - City Schools Division of



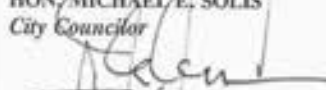
Republic of the Philippines
Province of Cavite
CITY OF BACOR

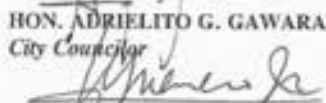
Office of the Sangguniang Panlungsod


DISTRICT I


HON. CATHERINE SARINO-EVARISTO
City Councilor


HON. MICHAEL E. SOLIS
City Councilor


HON. ADRIELITO G. GAWARAN
City Councilor



HON. VICTORIO L. GUBBRERO, JR.
City Councilor



HON. ALEJANDRO F. GUTIERREZ
City Councilor

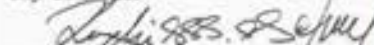

HON. LEVY M. TELA
City Councilor


**DISTRICT II
ABSENT**


HON. ROBERTO L. ADVINCULA
City Councilor


HON. REYNALDO D. PALABRICA
City Councilor



HON. REYNALDO M. EABIAN
City Councilor


HON. ROGELIO M. NOLASCO
City Councilor


HON. ALDE JOSELITO F. PAGULAYAN
City Councilor


HON. SIMPLICIO G. DOMINGUEZ
City Councilor


HON. RAMON N. BAUTISTA
Liga ng mga Barangay President


HON. MAC RAVEN ESPIRITU
SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

Bacoor pertaining to an area of Five Thousand One Hundred Twenty-Nine square meters (5,129 sq.m.) under Transfer Certificate of Title No. 057-2015052133 situated in San Nicolas, Bacoor City, Cavite.

RESOLVED LASTLY, to furnish copies of this Resolution to the Office of the City Mayor, the DepEd-Bacoor, the University of the Philippines-Office of the National Administrative Register (UP-ONAR), and to other government agencies concerned.

APPROVED this 23rd day of January 2023 by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite.

I hereby certify that the foregoing Resolution was duly approved in accordance with law.

Certified by:


HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/Presiding Officer

Attested by:


ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary

Noted by:


HON. STRIKE B. REVILLA
City Mayor

USUFRUCT AGREEMENT

This USUFRUCT AGREEMENT (the "Agreement") is made and executed this _____ day of _____, 20__ at the City of Bacoor, Province of Cavite, by and between:

The **CITY GOVERNMENT OF BACOOR**, a local government unit existing under and by virtue of the Republic Act No. 10160, with office address at Bacoor Government Center, Bacoor Boulevard Brgy. Bayanan, Bacoor City, Cavite, represented herein by its City Mayor, **Hon. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution No. _____ Series of _____, approved by the City Council of Bacoor City, Cavite dated _____, and hereinafter referred to as "**LGU BACOOR**"

and

The **DEPARTMENT OF EDUCATION, CITY SCHOOLS DIVISION OF BACOOR**, a government entity directly attached to the Department of Education with principal address at DepEd Building, Bacoor Government Center, represented by its School Division Superintendent **DR. EDITHA A. ATENDIDO**, hereinafter referred to as the "**USUFRUCTUARY**"

"**Party**" shall mean either LGU BACOOR or the USUFRUCTUARY, as applicable, and "**Parties**" shall mean LGU BACOOR and the USUFRUCTUARY collectively.

WITNESSETH:

WHEREAS, the LGU BACOOR owns a parcel of land with improvements consisting of FIVE THOUSAND ONE HUNDRED TWENTY-NINE square meters (5,129 sqm) which are covered by Transfer Certificate of Title No. 057-2015052133 situated in Barangay San Nicolas, Bacoor City, Cavite, herein referred to as the "**PROPERTY**". Copy of which is hereto attached as Annex "**A**", and made as integral part of this Agreement;

WHEREAS, the USUFRUCTUARY is an agency of the national government, upon agreement with the LGU BACOOR, will be using the abovementioned property located at San Nicolas, Bacoor City, Cavite as school site of the San Nicolas Elementary School;

WHEREAS, LGU BACOOR offered the use of the said parcel of land by the USUFRUCTUARY for the establishment, construction and operation of the San Nicolas Elementary School for the benefit of the students, faculty members and personnel of the said public school;

WHEREAS, LGU BACOR, by tolerance, is hereby bestowing the right to use and enjoy the property provided that all necessary improvements for preservation of the said property, including the payment of utilities and manpower services shall be shouldered by the USUFRUCTUARY;

WHEREAS, the USUFRUCTUARY, shall bear the burden of preserving the property, ensuring its usefulness for the future use of LGU BACOR, maintaining peaceful existence within the property and paying all necessary expenses for the preservation and improvements of the PROPERTY;

WHEREAS, LGU BACOR, is willing to enter into a usufruct agreement with the USUFRUCTUARY subject to the terms and conditions herein;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants hereinafter contained, the parties hereby agree as follows:

- I. **TERM.** The terms of the Agreement shall be for a period of FIFTY (50) YEARS (the "Term") commencing on the Effective Date, subject to extension for another Term upon mutual agreement of the parties in writing. The Parties may pre-terminate this Agreement on the following grounds:
 1. The USUFRUCTUARY buys the PROPERTY from LGU BACOR;
 2. The USUFRUCTUARY violates any of the conditions stated herein;
 3. The USUFRUCTUARY is in bad faith and committed acts or omission that will prejudice the LANDOWNER; and
 4. The USUFRUCTUARY fails to maintain the upkeep of the PROPERTY.
- II. **PURPOSE OF THE USUFRUCT.** The usufruct shall be used solely and exclusively for the management, administration and other related educational purposes of San Nicolas Elementary School.
- III. **LAND OWNERSHIP.** The ownership and title remain with and continues to be in the name of the LGU BACOR. Upon expiration or pre-termination of the Agreement on the grounds stated under Section I, subsections 1 to 4 of the Agreement, all permanent improvements existing shall inure to the benefit of the LGU BACOR. It is hereby understood that permanent improvements shall refer to those that cannot be detached or removed without damaging the subject property.
- IV. **RIGHTS AND OBLIGATIONS OF THE USUFRUCTUARY.**
 1. The USUFRUCTUARY shall voluntary surrender possession and return or vacate the property without need of demand upon expiration of the Agreement in case the former does not purchase the property from the LGU BACOR;

2. The USUFRUCTUARY shall not sell, dispose, mortgage, encumber, transfer, assign, tolerate the use by a third party, or use as collateral unless with the consent of the LGU BACCOOR;
3. The USUFRUCTUARY shall not enter into any other agreements that will involve use of property intended without the consent of the LGU BACCOOR;
4. The USUFRUCTUARY shall not alienate or transfer its USUFRUCTUARY rights, or do anything thereon which may be prejudicial to the rights of the LGU BACCOOR;
5. The USUFRUCTUARY shall be obliged to notify LGU BACCOOR of any act of a third person, of which it may have knowledge, that may be prejudicial to the rights of ownership, and it shall be liable if it did not do so, for damages, as if they had been caused through its own fault;
6. The USUFRUCTUARY may provide, introduce, and/or maintain proper infrastructures, perimeter fences, facilities that shall make property sustainable and viable for use with the written consent of LGU BACCOOR;
7. The USUFRUCTUARY shall be responsible for maintaining the cleanliness and peace and order in the area;
8. The USUFRUCTUARY shall not use the property for any unlawful or illegal act.

V. RIGHTS AND OBLIGATIONS OF LGU BACCOOR.

1. Authorizes the USUFRUCTUARY to conduct the regular maintenance of the subject property that may affect the subject property's normal wear and tear;
2. Exercise the right of ownership over the property under usufruct;
3. Remove hazardous or harmful structures at the expense of the USUFRUCTUARY.

VI. TERMINATION OF AGREEMENT. Both Parties have the right to cancel the agreement in case there is a violation of the herein provisions that will affect the purpose of the subject property by giving a fifteen (15) days prior written notice which contains the specific valid reason/s for termination.

VII. OTHER TERMS AND CONDITIONS

1. This Agreement shall be binding upon the parties hereto and their successors-in-interest.

2. In case of breach of any terms of the Agreement, dispute and/or litigation arising from the Agreement, the venue of actions shall be filed in the proper courts of Bacoor City, to the exclusion of all other courts.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, this ____ day of _____ 20__ at the City of Bacoor, Cavite, Philippines.

For LGU BACOOR:

For the USUFRUCTUARY:

HON. STRIKE B. REVILLA
City Mayor
City Resolution No. _____
Series of 202_

DR. EDITHA A. ATENDIDO
School Division Superintendent

Signed in the Presence of:

Atty. JESSON G. LABAO
OIC-City Administrator
Office of the City Administrator

MS. ELIZABETH F. OCAMPO
Administrative Office V
Non-Academic Personnel of Public Schools

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF BACORR) S.S.

BEFORE ME, a Notary Public, this ___ day of _____, 20___ personally appeared the following:

NAME	Competent proof of Identity / Number	Date and Place Issued
STRIKE B. REVILLA		
DR. EDITHA A. ATENDIDO		

This instrument, consisting of five (5) pages, including the page on which this acknowledgement is written, has been signed on the left margin of each and every page thereof by the concerned parties and their witnesses, and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand the day, year and place above written.

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