



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. GUERRERO, JR.
City Councilor

HON. ALEJANDRO F. GUTIERREZ
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II

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 RAMON ESPIRITU
SK Federation President

Attested by:
ATTY. KHALIL A. ATEGA, JR.
Sangguniang Panlungsod Secretary

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

Noted by:
HON. STRIKE B. REVILLA
City Mayor

CITY RESOLUTION NO. 2023 - 267
Series of 2023

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN AND ENTER INTO A DEED OF USUFRUCT WITH THE DEPARTMENT OF SCIENCE AND TECHNOLOGY (DOST) - INDUSTRIAL TECHNOLOGY DEVELOPMENT INSTITUTE (ITDI), DEPARTMENT OF EDUCATION (DEPED-BACOR) AND CAVITE STATE UNIVERSITY (CAVSU-BACOR) FOR AND ON BEHALF OF THE CITY GOVERNMENT OF BACOR.

Sponsored by:

HON. ALDE JOSELITO F. PAGULAYAN

Co-sponsored by:

Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Simplicio G. Dominguez, Hon. Mac Raven Espiritu, Hon. Catherine S. Evaristo, Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, Hon. Victorio L. Guerrero, Jr., Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Reynaldo D. Palabrica, Hon. Michael E. Solis and Hon. Levy M. Tela

WHEREAS, in a letter dated 26 April 2023, Rep. Lani Mercado-Revilla formally endorsed a Deed of Usufruct to the City Mayor, Hon. Strike B. Revilla, between the city government, the Department of Science and Technology (DOST), the Industrial Technology Development Institute (ITDI), DepED-Bacoor and CAVSU-Bacoor involving a parcel of land to be used by the City of Bacoor for the establishment of the Bacoor City National Science High School and the extension campus of the Cavite State University. A copy of the said draft Deed of Usufruct was forwarded to the Sangguniang Panlungsod by the City Mayor for the former's review and consideration. The said contract shall become an integral part of this Resolution.

WHEREAS, the ITDI is the registered owner of a 16,781 - square meter lot situated in Barangay Molino III, Bacoor City, Cavite as evidenced by TCT No. T-164918. Under the said Deed, the ITDI agreed to allow the city government to use the said lot for the said purposes for a period of twenty-five (25) years commencing on the date of signing of the said contract.

WHEREAS, upon careful study of the said agreement, the Sangguniang Panlungsod found the terms and conditions of the said Deed of Usufruct to be in accordance with law and are advantageous to the City Government.

NOW THEREFORE, after a thorough deliberation by the council, upon motion of Hon. Alde Joselito F. Pagulayan, unanimously seconded by the body in regular session duly



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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

assembled, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod to authorize the City Mayor, Hon. Strike B. Revilla, to sign and enter into a Deed of Usufruct with the Department of Science and Technology (DOST) - Industrial Technology Development Institute (ITDI), DepED-Bacoor and CAVSU-Bacoor for and on behalf of the City Government of Bacoor involving a parcel of land with an area of 16,781 - square meters, more or less, situated in Barangay Molino III, Bacoor City, Cavite and covered by TCT No. T-164918.

RESOLVED FURTHER, to furnish the Office of the City Mayor, the Department of Science and Technology (DOST) - Industrial Technology Development Institute (ITDI), the University of the Philippines-Office of the National Administrative Register (UP-ONAR) and other government agencies concerned with copies of this resolution.

UNANIMOUSLY APPROVED this 29th day of May 2023 in the City of Bacoor, Cavite by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite.

I hereby certify that the foregoing resolution was passed by the Sangguniang Panlungsod of Bacoor City, Cavite on the 29th day of May 2023.

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

DEED OF USUFRUCT

KNOW ALL MEN BY THESE PRESENTS:

This Deed of Usufruct is made and entered into by and between:

The **INDUSTRIAL TECHNOLOGY DEVELOPMENT INSTITUTE (ITDI)**, a government agency under the **DEPARTMENT OF SCIENCE AND TECHNOLOGY (DOST)**, created under Executive Order No. 128, s. 1987, with office address at DOST Compound, Gen. Santos Avenue, Bicutan, Taguig City, Metro Manila, represented herein by its Director, **Dr. ANNABELLE V. BRIONES**, hereinafter referred to as "**GRANTOR**".

-and-

The **DEPARTMENT OF EDUCATION (DepEd) – CITY SCHOOLS DIVISION BACOR**, a government agency, with office address at Bacoor Government Center, DepEd Building, Brgy. Bayanan, City of Bacoor, represented by its Schools Division Superintendent, **Ms. EDITHA M. ATENDIDO**, who is duly authorized to act in this instance and for this purpose;

The **CAVITE STATE UNIVERSITY (CAVSU)**, a state university created under Republic Act No. 8468, with office address at Indang, Cavite, represented herein by its President, **Dr. HERNANDO D. ROBLES**, who is duly authorized to act in this instance and for this purpose;

The **CITY GOVERNMENT OF BACOR**, a local government unit, with office address at Bacoor Government Center, Barangay Bayanan, Bacoor City, Cavite, represented herein by its Mayor, **Hon. STRIKE B. REVILLA**, who is duly authorized to act in this instance and for this purpose;

Hereinafter referred to as "**GRANTEES**".

WITNESSETH THAT:

WHEREAS, the **GRANTOR** is the absolute owner of a parcel of land situated in Barangay Molino III, Bacoor, Cavite, covered by **Transfer Certificate of Title No. T-164918**, containing an aggregate area of **Sixteen Thousand Seven Hundred Eighty-One (16,781) square meters**, more or less, and described as **Lot No. 5559-C**, herein referred to as the "**PROPERTY**".

WHEREAS, the **GRANTOR** desires to give to the **GRANTEES** the right of usufruct over the said property, with the latter having the full right to the use and enjoyment of the fruits of the property, and in return, they assume the obligation to preserve the property during the term of the usufruct.

NOW THEREFORE, for and in consideration of the mutual agreements, covenants and stipulations hereinafter set forth, the **GRANTOR** hereby transfers and conveys unto the **GRANTEES** the property, to wit:

1. **Ten Thousand Square Meters (10,000) square meters** to the **DepEd-Bacoor**, for the establishment of the **Bacoor City National Science and Technology High School**; and
2. **Six Thousand Seven Hundred Eighty-One (6,781) square meters** to the **CAVSU**, for the expansion of the university's Bacoor Campus, advancing particularly science and technology-related courses;

which the **GRANTEES** graciously accept, and in light of the foregoing premises, the **PARTIES** hereby agree to the following terms and conditions:

1. **TERM.** The term of the usufruct shall be for a period of **Twenty-five (25) years** from the signing of this Agreement, renewable for another 25 years, as long as the property is to be used for educational purposes, and provided that **Notice of Intent to Renew** shall be sent to the **GRANTEES** at least **Sixty (60) days** immediately prior to the expiry date of this Deed.
2. **LAND OWNERSHIP.** The ownership and title of the property remains with and continues to be in the name of the **GRANTOR**. All permanent structures, developments and improvements made in the property shall be owned by the **GRANTOR** upon the termination of this agreement, and that the **GRANTEES** shall not be compensated for any cost of development and improvement on the property. In no case shall the **GRANTOR** be liable for any loss, damage, or injury that may arise by reason of the enjoyment of the fruits of said property by the **GRANTEES**.
3. **ROLE OF THE LOCAL GOVERNMENT UNIT.**
 - a) The City of Bacoor shall bear the burden of maintaining the common areas and roads within the vicinity of the property, sustain peace and order within the property, and provide assistance to DepEd-Bacoor and CAVSU-Bacoor in developing the site for the purposes above-stated;
 - b) Notify and seek approval of ITDI-DOST through its Director, the sole authorized person, in case additional construction of building or project will be undertaken;
 - c) Reciprocate the use of the PROPERTY by installing perimeter fences of the remaining ITDI Molino Properties with a total of **ninety-six four hundred eighty-two (96,482) square meters**, as follows:
 1. Lot No. 5559-A, TCT No. T-164916, Area: 3,804 square meters
 2. Lot No. 5560, TCT No. T-22857, Area: 22,167 square meters

3. Lot No. 6390-A, TCT No. T-164921, Area: 30,511 square meters

4. Lot No. 7161-B, TCT No. T-79924, Area: 40,000 square meters

To safeguard government properties from unintended occupants and preserve the interest of the ITDI-DOST employees and pursue the housing site as ordered in Executive Order No. 137.

4. **FEES.** The **GRANTEES** shall pay and be liable for all taxes, licenses, permits, duties, levies, and such other charges as the Government or any of its agencies and instrumentalities may impose by reason of and arising from this agreement and its implementation.
5. **BINDING EFFECT.** This Agreement shall be binding upon the parties hereto and their successors-in-interest.

IN WITNESS WHEREOF, the parties hereunto set their hands this ____ day of _____, 2023 at the City of Bacoor, Province of Cavite, Philippines.

**INDUSTRIAL TECHNOLOGY
DEVELOPMENT INSTITUTE-DOST**

By:

DR. ANNABELLE V. BRIONES
Director, ITDI

**DEPARTMENT OF EDUCATION-
CITY SCHOOLS DIVISION
BACOR**

CAVITE STATE UNIVERSITY

By:

BABYLYN M. PAMBID CESO VI
Schools Division Superintendent

By:

Dr. HERNANDO D. ROBLES
President

CITY GOVERNMENT OF BACOR

By:

Hon. STRIKE B. REVILLA
Mayor

SIGNED IN THE PRESENCE OF:

Rep. LANI MERCADO-REVILLA
House Representative, 2nd District
Province of Cavite

Engr. REYNALDO L. ESGUERRA
Chairman, Molino Housing Project

ACKNOWLEDGMENT

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

x-----x

BEFORE ME, a Notary Public for and in the above jurisdiction this day of _____ personally appeared:

Name	Government Valid ID	Place and Date of Issuance	Expiration Date
ANNABELLE V. BRIONES			
EDITHA M. ATENDIDO CESO V			
HERNANDO D. ROBLES			
STRIKE B. REVILLA			

Known to me to be the same persons who executed the foregoing instrument, consisting of four(4) pages, including this page wherein this acknowledgment is written, signed by parties and their instrumental witnesses and sealed with my notarial seal, which they acknowledged before me as their free and voluntary act and deed.

WITNESS MY HAND AND NOTARIAL SEAL.

Doc. No.: ____;
Page No.: ____;
Book No.: ____;
Series of 2023.