



Office of the Sangguniang Panlungsod

DISTRICT I

HON. CATHY BINE 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 RAVEN ESPIRITU  
SK Federation President

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

Certified by:  
HON. REYNALDO D. PALABRICA  
City Councilor/President Pro-Tempore

Noted by:  
HON. STRIKE B. REVILLA  
City Mayor

CITY RESOLUTION NO. 2023 - 268  
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) 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), and the Industrial Technology Development Institute (ITDI) involving a parcel of land on which various buildings to be used by the City of Bacoor for various institutional purposes shall be constructed. 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 22,167 - square meter land situated in Barangay Molino III, Bacoor City, Cavite as evidenced by TCT No. T-22857. Under the said Deed, the ITDI agreed to allow the city government to use the said lot for the said purpose 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 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



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Sangguniang Panlungsod Secretary

Certified by:

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City Councilor/President Pro-Tempore

Noted by:

HON. STRIKE B. REVILLA  
City Mayor

Department of Science and Technology (DOST) - Industrial Technology Development Institute (ITDI) for and on behalf of the City Government of Bacoor involving a parcel of land with an area of 22,167 -square meter, more or less, situated in Barangay Molino III, Bacoor City, Cavite and covered by TCT No. T-22857.

**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 29<sup>th</sup> day of May 2023 in the City of Bacoor, Cavite by the 5<sup>th</sup> 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. REYNALDO D. PALABRICA  
Acting 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, hereinafter referred to as the "Deed", executed this \_\_\_\_ day of \_\_\_\_\_ 2022 in \_\_\_\_\_ by and between:

The **INDUSTRIAL TECHNOLOGY DEVELOPMENT INSTITUTE (ITDI)** formerly **National Institute of Science and Technology (NIST)**, a government agency under the **DEPARTMENT OF SCIENCE AND TECHNOLOGY (DOST)** created by virtue of Executive Order No. 128, 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 "**OWNER**".

-and-

The **CITY GOVERNMENT OF BACOR**, a local government unit and component city created under Republic Act No. 10160, with office address at Bacoor Government Center, Bacoor Boulevard, Baýanan, Bacoor City, Cavite represented by its City Mayor, **Edwin Strike B. Revilla**, herein referred to as "**USUFRUCTUARY**".

WITNESSETH THAT:

**WHEREAS**, the **OWNER** owns a parcel of land described as Lot No. 5560, consisting of an area of 22,167 square meters, situated at Barangay Molino III, Bacoor, Cavite, covered by Transfer Certificate of Title No. T-22857, herein referred to as the "**PROPERTY**" and more particularly described as follows:

**TCT No. T-22857**

"A PARCEL OF LAND (Lot 5560, Imus Estate; GLRO Rec. No. 8843). Beginning at a point marked "1" of Lot 5560, Imus Estate, being N. 2-58 E., 685.30 m. from Mon.No. 177, Imus Estate, thence N. 82-44 W., 85.30 m. to point 2; S 5-43 E., 73.40 m. to point 3; S. 33-09 E., 77.20 m. to point 4; S. 30-38 E., 8.80 m. to point 5; S 7-34 E., 17.50 m. to point 6; S. 87-26 E., 15.60 m. to point 7; S. 89-18 E., 16.30 m. to point 8; S. 80-44 E., 9.30 m. to point 9; N. 48-31 E., 105-10 m. to point 10; N. 1-02 W., 122.5 m. to point 11; S. 55-40 W., 72.20 m. to point 12; N 84-48 W., 29.80 m. to point 1; point of beginning; Containing an area of TWENTY TWO THOUSAND ONE HUNDRED SIXTY SEVEN (22,167) SQUARE METERS. All points are marked on the ground by Old points. Bounded on the N., along line 1-2, by Lot 5559, Imus Estate; on the W. and SW., along lines 2-3-4-5-6, by Road; on the S. and SE. along lines 6-7-8-9-10, Molino Dam; on the E., along line 10-11 by River; and on the N., along lines 11-12-1, by Lot 5559, Imus Estate, bearings true.

This lot was surveyed in accordance with law and existing regulations promulgated thereunder from July 27, 1905 to June 11, 1908."

**WHEREAS**, the USUFRUCTUARY, through the Office of Congresswoman Lani Mercado-Revilla, 19<sup>th</sup> Congress, representing the 2<sup>nd</sup> Legislative District of the Province of Cavite, has identified the above-stated PROPERTY for the purpose of institutional developments as proposed by the City Government of Bacoor (copy of relevant development plan duly approved by the City Development Council is made integral part of this Agreement);

**WHEREAS**, the OWNER is willing to enter into a usufruct agreement with the USUFRUCTUARY, subject to the terms and conditions herein.

**NOW THEREFORE**, as an act of liberality and generosity, the OWNER voluntarily and freely transfers and conveys the PROPERTY to the USUFRUCTUARY, which the latter hereby accepts, and in consideration of the foregoing premises, the PARTIES hereby agree to the following terms and conditions:

1. **PURPOSE OF THE USUFRUCT.** The USUFRUCT shall be used for the establishment of institutional developments approved by the City Government of Bacoor, incorporated in attached development plan;
2. **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 solely for the purpose above-stated, provided that Notice of Intent to Renew shall be sent to the USUFRUCTUARY at least Thirty (30) days immediately prior to the expiry date of this DEED.
3. **LAND OWNERSHIP.** The ownership and title of the property remains with and continues to be in the name of the OWNER. All permanent structures, developments and improvements made in the PROPERTY shall be owned by the OWNER upon termination of this agreement and that the OWNER shall not compensate the USUFRUCTUARY for any cost of development/improvement on the property.
4. **PRESERVATION.** The USUFRUCTUARY shall bear the burden of preserving the property, ensuring its usefulness for the future use of the OWNER, maintaining peaceful existence within the property and paying all necessary expenses for the preservation and improvement of the said property.
5. **OTHER TERMS AND CONDITIONS.**
  - 5.1. The OWNER shall not be held liable for damages on account of death or injury to any person or destruction of property arising from the operation and maintenance of such PROPERTY.
  - 5.2. The more or less Four Thousand Five Hundred square meter (4,500 sq.m.) portion of the property subject of an existing Usufruct Agreement with the OWNER, in favor of the offices of Barangay Molino III executed on \_\_\_\_ will remain in effect, and shall become part and integral to this Agreement.
  - 5.3. This Agreement shall be binding upon the parties hereto and their successors-in-interest and shall be annotated on the title TCT No. T-164918 under the Memorandum of Encumbrances with the consent of the OWNER.

By:

**ANABELLE V. BRIONES, Ph.D.**  
Director, ITDI

**EDWIN STRIKE B. REVILLA**  
City Mayor

**SIGNED IN THE PRESENCE OF:**

**Representative LANI MERCADO-REVILLA**  
2<sup>nd</sup> Legislative District, Province of Cavite

**Secretary Renato U. Solidum Jr.**  
Department of Science and Technology

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

BEFORE ME, a Notary Public, this \_\_\_ day of \_\_\_\_\_, 2023 personally  
appeared the following:

NAME	Competent proof of Identity / Number	Date and Place Issued
<b>ANABELLE V. BRIONES</b>		
<b>EDWIN STRIKE B. REVILLA</b>		

This instrument, consisting of three (3) 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 2023.