



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. 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. RANDY C. FRANCISCO
Liga ng mga Barangay Vice-President

HON. PALM ANGEL S. BUNCIO
SK Federation President

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

Certified by:
HON. REYNALDO D. PALABRICA
City Councilor/Acting Presiding Officer

Noted by:
HON. ROWENA BAUTISTA MENDIOLA
Acting City Mayor

**CITY RESOLUTION NO. 2024-525
Series of 2024**

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A DEED OF USUFRUCT FOR AND ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH THE DEPARTMENT OF EDUCATION, CITY SCHOOL DIVISION OFFICE OF BACOR FOR THE OPERATION, ESTABLISHMENT AND CONSTRUCTION OF THE RESPONSIBLE VILLAGE LEADERS LEARNING ACADEMY (REVILLA) HIGH SCHOOL SITUATED IN BARANGAY MALIKSI, BACOR CITY, CAVITE.

Sponsored by:
Hon. Alde Joselito F. Pagulayan

Co-Sponsored by:
Hon. Roberto L. Advincula, Hon. Palm Angel S. Buncio, Hon. Simplicio G. Dominguez, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Michael E. Solis and Hon. Levy M. Tela

WHEREAS, a letter dated June 20, 2024 was received by the Sangguniang Panlungsod from the Office of the City Mayor relative to the proposed Deed of Usufruct draft endorsed by the Office of the City Legal Services on May 30, 2024.

WHEREAS, the Sangguniang Panlungsod passed City Resolution No. 2023-182 supporting House Bill No. 6974 authored by Congresswoman Lani Mercado-Revilla and City Resolution No. 2023-189, pertaining to the establishment and identification of parcels of land to be used as school site of Responsible Village Leaders Learning Academy (Revilla) in Maliksi, Bacoor City.

WHEREAS, the LGU Bacoor is dedicated to building a senior high school that will meet the specific educational needs of the communities it surrounds and offered the use of three thousand square meters (3,000 sq. m.), a portion of the Seven Thousand Five Hundred Fifty-Nine square meters (7,559 sq.m.) covered by the following Transfer Certificate of Title Nos. 167-2019000686, 167-2019000687, 167-2019000688, and 167-2019000689, for the establishment, construction and operation of the Responsible Village Leaders Learning Academy (Revilla) High School.

WHEREAS, a letter sent by the Office of the City Legal Service, expressed no objection to the provisions of the



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SK Federation President

Attested by:

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

Certified by:

HON. REYNALDO D. PALABRICA
City Councilor/Acting Presiding Officer

Noted by:

HON. ROWENA BAUTISTA MENDIOLA
Acting City Mayor

proposed Deed of Usufruct submitted, attached hereto, and made an integral part of this resolution.

NOW THEREFORE, on motion of Hon. Alde Joselito F. Pagulayan and duly seconded by all the members present, **BE IT RESOLVED, AS IT IS HEREBY RESOLVED**, by the 5th Sangguniang Panlungsod in regular session assembled to pass a resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign a Deed of Usufruct for and on behalf of the City Government of Bacoor with the Department of Education, City School Division Office of Bacoor for the operation, establishment and construction of the Responsible Village Leaders Learning Academy (REVILLA) High School situated in Barangay Maliksi, Bacoor City, Cavite.

RESOLVED FURTHER, to furnish the Office of the City Mayor, Department of Education, City School Division Office of Bacoor, the University of the Philippines-Office of the National Administrative Registrar (UP-ONAR), and other government agencies concerned with copies of this resolution.

APPROVED this 1st day of July, 2024 by the 5th Sangguniang Panlungsod at the City of Bacoor, Cavite.

I hereby certify that the foregoing Resolution was approved and that the contents hereof are true and correct.

Certified Correct:

HON. REYNALDO D. PALABRICA
Acting Presiding Officer

Attested by:

ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary

Noted by:

HON. ROWENA BAUTISTA-MENDIOLA
Acting City Mayor

USUFRUCT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This USUFRUCT AGREEMENT (the "Agreement") is made and executed this ____ day of _____, 2024 (the "Effective Date") 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. CR 2023-189 Series of 2023, and hereinafter referred to as "**LGU BACOOR**"

and

The **DEPARTMENT OF EDUCATION, CITY SCHOOLS DIVISION OFFICE OF BACOOR**, a government entity directly attached to the Department of Education with principal address at DepEd Building, Bacoor Government Center, represented by its OIC-School Division Superintendent **DR. BABYLIN M. PAMBID**, 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 certain parcels of land with improvements consisting of SEVEN THOUSAND FIVE HUNDRED FIFTY-NINE square meters (7,559 sq.m.) which are covered by Transfer Certificate of Title Nos. 167-2019000686, 167-2019000687, 167-2019000688, and 167-2019000689, situated in Barangay Maliksi, Bacoor City, Cavite, herein referred to as the "**PROPERTY**", particularly described as:

TCT No. 167-2019000686

A parcel of land (Lot 9-C of the Subdivision Plan (LRC) PSD-345648, approved as a non-subd. project, being a portion of Lot 9, PSU-49607, L.R.C. REC. No. 29210), situated in the Bo. of Talaba, Zapote & Maliksi, Mun. of Bacoor, Prov. of Cavite, Is. of Luzon. Bounded on the SE., pts. 3 to 4 by Lot 9-B of the Subd. Plan; on the S., pts. 4 to 1 by Heirs of Mauricio Miranda, and on the NW., pts. 1 to 2 by Lot 9-D of the Subd. Plan; and pts. 2 to 3 by the property of Micaela Cuenca, Lot 2, II-5137. Beginning at a pt. marked 1 on the plan, being N. 5 Deg. 23'W., 726.30M: from BLBM No. 1, Bo. Panapaan, Bacoor; thence N. 13 Deg. 24'E., 136.45 M. to pt. 2 thence N. 65 Deg. 03'E., 17.21 M. to pt. 3; Thence S. 13 Deg. 23'W., 143.45 M. to pt. 4; thence S. 88 Deg. 09'W., 14.00 M. to the pt. of beginning, containing an area of One Thousand Eight Hundred Eighty-Nine sq. meters & Seventy-Five (1,889.75) sq. decimeters, more or less.

TCT No. 167-2019000687

A parcel of land (Lot 9-D of the Subd. Plan (LRC) PSD-345648, approved as a non-subd. (project, being portion 9, PSU-49607, L.R.C. Rec. No. 29210), situated in the Bo. of Talaba, Sapote and Malicsi, Mun. of Bacoor, Prov. of Cavite, Is. of Luzon bounded on the SE., pts. 5 to 1 by lot 9-C of the subd. plan; on the S., pts. 1 to 2 by heirs of Mauricio Miranda; on the SW., pts. 2 to 3 by property of Felicianna Dañas; and on the NW., pts. 1 to 2 by Lot 9-E of the Subd. Plan and pt. 4 to 5 by property of Micaela Cuenca, Lot 2, II-5137. Beginning at a pt. marked 1 on plan, being N. 5 deg. 23'W., 726.30 M. from BLBM No. 1, Bo. Panapaan, Bacoor, thence; S. 88 deg. 09'W., 2.94 M. to pt. 2; thence N. 11 deg. 00'W., 18.92 M. to pt. 3; Thence N. 8 deg. 04'E., 104.34 M. to pt. 4; thence N. 65 deg. 03'E., 25.95 M. to pt. 5; thence S. 13 deg. 24'W., 136.45 M. to the pt. of beginning containing an area of One Thousand Eight Hundred Eighty-Nine sq. meters & Seventy-Five (1,889.75) sq. decimeters, more or less.

TCT No. 167-2019000688

A parcel of land (Lot 9-E of the Subd. Plan (LRC) PSD-345648, approved as a non-subd. project being a portion of lot 9, PSU-49607, L.R.C. Rec. No. 29210), situated in the Bo. of Talaba, Zapote & Malicsi, Mun. of Bacoor, Prov. of Cavite, Is. of Luzon. Bounded on the SE., pts. 5 to 6 by Lot 9-D of the Subd. Plan; on the S., pts. 6 to 1 by property of Feliciano Dañas; and on the NW., pts. 1 to 2 by Lot 9-F of the Subd. Plan; and pts. 2 to 5 by property of Micaela Cuenca, Lot 2, II-5137. Beginning at a pt. Marked 1 on plan, being N. 7 Deg. 41'W., 747.45 M. from BLBM No. 1, Bo. Panapaan, Bacoor, thence N. 5 Deg. 46'E., 63.23 M. to pt. 2; thence N. 69 Deg. 03'E., 26.13 M. to pt. 3; thence N. 15 Deg. 39'E., 32.96 M. to pt. 4; thence 65 Deg. 03'E., 0.38 M. to pt. 5; thence S. 8 Deg. 04'W., 104.34 M. to pt. 6; thence S. 88 Deg. 08'W., 25.37 M. to the pt. of beginning, containing an area of One Thousand Eight Hundred Eighty-Nine sq. meters & Seventy-Five (1,889.75) sq. decimeters, more or less.

TCT No. 167-2019000689

A parcel of land (Lot 9-F of the Subd. Plan (LRC) PSD-345648, approved as a non-subd. project being a portion of Lot 9, PSU-49607, L.R.C. Rec. No. 29210), situated in the Bo. of Talaba, Sapote & Malicsi, Mun. of Bacoor, Prov. of Cavite, Is. of Luzon. Bounded on the SE., pts. 6 to 1 by Lot 9-E of the Subd. Plan; on the SW., pts. 1 to 4 by property of Feliciano Dañas; pts. 4 to 5 by property of Micaela Cuenca, Lot 3, II-5137; and on the NW., pts. 5 to 6 by property of Micaela Cuenca, Lot 2, II-5137. Beginning at a pt. Marked 1 on plan, being N. 7 Deg. 41'W., 747.45 M. from BLBM No. 1, Bo. Panapaan, Bacoor, thence N. 67 Deg. 57'W., 22.78 M. to pt. 2; thence N. 32 Deg. 37'W., 11.48 M. to pt. 3; thence N. 38 Deg. 50'W., 12.39 M. to pt. 4; thence N. 54 Deg. 09'W., 21.42 M. to pt. 5; thence N. 69 Deg. 03'W., 62.94 M. to PT. 6; thence S. 5 Deg. 46'W., 63.23 M. to the pt. of beginning, containing an area of One Thousand Eight Hundred Eighty-Nine sq. meters & Seventy-Five (1,889.75) sq. decimeters, more or less.

Copy of which TCTs are hereto attached as Annexes "A" to "D", and made integral parts of this Agreement;

WHEREAS, recognizing the paramount importance of advancing education among the youth, the LGU BACCOOR is committed to the establishment of a High School in Barangay Maliksi, which will cater to the educational requirements of the surrounding communities by providing a dedicated senior high school. This initiative seeks to bridge the gap in educational accessibility, recognizing the limited capacity of existing public high schools within the City of Bacoor to adequately serve the increasing number of high school students;

WHEREAS, LGU BACCOOR offered the use of a portion of the above-cited parcels of land, consisting of an estimated area of three thousand square meters (3,000 sq.m.), by the USUFRUCTUARY for the establishment, construction, and operation of the Responsible Village Leaders Learning Academy (REVILLA) High School for the benefit of the students, faculty members and personnel of the said public school. A copy of the School Site Development Plan is attached herewith as Annex "E";

WHEREAS, the USUFRUCTUARY, as an agency of the national government, upon agreement with the LGU BACCOOR, will be using the abovementioned property located at Barangay Maliksi, Bacoor City, Cavite, as the school site of the Responsible Village Leaders Learning Academy (REVILLA) High School and Senior High School;

WHEREAS, LGU BACCOOR, by tolerance, is hereby bestowing the right to use and enjoy the property provided that all necessary improvements for the 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 BACCOOR, maintaining peaceful existence within the property, and paying all necessary expenses for the preservation and improvements of the PROPERTY;

WHEREAS, the Department Order No. 51, Series of 2015 issued by the Department of Education, provides that in determining the existence and availability of a school site, either a deed of donation, deed of sale, or deed of usufruct for the period of fifty (50) years is required in establishing a public school;

WHEREAS, LGU BACCOOR 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 a desire to contribute a share for a cause of education which the USUFRUCTUARY inspires in the owner, and as an act of liberality and generosity, the LGU BACCOOR hereby voluntarily and freely conveys, by way of Usufruct, to the USUFRUCTUARY, his/her successors and assigns, all the rights, title and interest which the LGU BACCOOR has in the above-described real property, together with all the buildings and improvements found therein, free from all liens and encumbrances and charges whatsoever.

Upon mutual covenants hereinafter contained, the Parties hereby agree as follows:

- I. **TERM.** The term 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 BACCOOR;
2. The USUFRUCTUARY violates any of the conditions stated herein;
3. The USUFRUCTUARY is in bad faith and committed acts or omissions 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 educational purposes, including the administration, management, and operation of REVILLA High School and Senior High School.

III. LAND OWNERSHIP. The ownership and title remain with and continue to be in the name of the LGU BACCOOR. 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 BACCOOR. 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 voluntarily 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 BACCOOR;
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 alienate or transfer its USUFRUCTUARY rights on the property without the consent of the LGU BACCOOR, or do anything thereon which may be prejudicial to the rights of the LGU BACCOOR;
4. The USUFRUCTUARY may provide, introduce, and/or maintain proper infrastructures, perimeter fences, and facilities that shall make property sustainable and viable for use with the written consent of LGU BACCOOR;
5. The USUFRUCTUARY shall bear the burden of preserving the property, paying the utilities and manpower, maintaining the cleanliness and peace and order in the area, and ensuring its usefulness for the future use of the LGU BACCOOR;
6. The USUFRUCTUARY shall not use the property for any unlawful or illegal act; and
7. The USUFRUCTUARY shall be obliged to notify LGU BACCOOR of any act of a third person, of which it may have the 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.

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 _____ 2024 at the City of Bacoor, Cavite, Philippines.

For LGU BACCOOR:

For the USUFRUCTUARY:

HON. STRIKE B. REVILLA
City Mayor
City Resolution No. _____
Series of 2024

DR. BABYLIN M. PAMBID
OIC - School Division Superintendent

Signed in the Presence of:

Atty. AIMEE TORREFRANCA-NERI
City Administrator
Office of the City Administrator

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

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF BACOR, CAVITE) 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. BABYLIN M. PAMBID		

known to me to be the same persons who executed the foregoing instrument known as Usufruct Agreement, and acknowledged to me that the same is their free and voluntary act and deed, and warrant that they have full authorities from the entities they respectfully represented.

This instrument, consisting of ___ () pages only, including the page on which this acknowledgement is written, has been signed on the left margin of each and every page thereof by the 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 _____.