



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

**ON LEAVE**  
HON. PALM ANGEL S. BUNCIO  
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

**CITY RESOLUTION NO. 2024-551**  
**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 CITY, FOR THE OPERATION AND CONSTRUCTION OF THE MOLINO ELEMENTARY SCHOOL-ANNEX IN BAHAYANG PAG-ASA, BARANGAY MOLINO V, BACOR CITY, CAVITE.**

Sponsored by:

**Hon. Alde Joselito F. Pagulayan**

Co-Sponsored by:

**Hon. Roberto L. Advincula, Hon. Simplicio G. Dominguez, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Reynaldo D. Palabrica, Hon. Michael E. Solis, and Hon. Levy M. Tela.**

**WHEREAS**, on 26 July 2024, the Office of the City Mayor formally requested the Sangguniang Panlungsod to pass a resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign the Usufruct Agreement between the City Government of Bacoor and the Department of Education, City School Division of Bacoor, for the operation and construction of the Molino Elementary School-Annex in Bahayang Pag-asa, Barangay Molino V, Bacoor City, Cavite.

**WHEREAS**, the City Government of Bacoor is the absolute owner of a lot located at Block 16, Lot 7, Bahayang Pag-asa, Barangay Molino V, Bacoor City, Cavite consisting of Four Thousand Nine Hundred Seventy Four square meters (4,974 sq.m.) covered by Transfer Certificate of Title (CTC) No. 166-705 registered in the Registry of Deeds for the Province of Cavite.

**WHEREAS**, the city government intends to give the right of usufruct over the said property to the Department of Education, City School Division of Bacoor for a period of fifty (50) years. The said right consists of the use, management, administration and utilization of the subject property for educational purposes only.



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**ON LEAVE**  
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SK Federation President

Attested by:

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

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA  
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA  
City Mayor

**WHEREAS**, under the Local Government Code of 1991, the City Mayor shall represent the city in all its business transactions and sign on its behalf all contracts upon the authority of the Sangguniang Panlungsod. Moreover, no contract may be entered into by the local chief executive without the Sangguniang Panlungsod's prior authorization.

**WHEREAS**, a draft Deed of Usufruct was sent to the Sangguniang Panlungsod by the Office of the City Mayor for its review and consideration. The proposed Deed of Usufruct is incorporated hereto and will be made a part of this Resolution.

**WHEREAS**, the Draft Usufruct Agreement, if signed and implemented as written, would be of great benefit to the people of Bacoor and to the City Government considering that it would outsource the maintenance and operation of publicly owned educational institutions to an agency specialized in such.

**NOW THEREFORE**, upon motion of Hon. Alde Joselito F. Pagulayan unanimously seconded by the rest of the Body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite to authorize 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 City for the operation and construction of the Molino Elementary School-Annex in Bahayang Pag-asa, Barangay Molino V, Bacoor City, Cavite.

**RESOLVED LASTLY**, to furnish the Local School Board, the Department of Education, the Office of the City Mayor, the University of the Philippines-Office of the National Administrative Register (UP-ONAR), and other government agencies concerned with copies of this Resolution.

**APPROVED** on the 5<sup>th</sup> day of August 2024 at the City of Bacoor, Cavite by the Sangguniang Panlungsod of the City of Bacoor.

I hereby certify that the foregoing Resolution is true and correct and that it was passed in accordance with law.

Certified:

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



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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

Attested :

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

Noted:

**HON. STRIKE B. REVILLA**  
City Mayor

## USUFRUCT AGREEMENT

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. \_\_\_\_\_ Series of 2024, 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. BABYLON 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 a parcel of land with improvements consisting of FOUR THOUSAND NINE HUNDRED SEVENTY-FOUR square meters (4,974 sqm.), which is covered by Transfer Certificate of Title No. T-166705 situated at Block 16 Lot 7, Barangay Molino V, Bacoor City, Cavite, hereinafter referred to as the "**PROPERTY**". A Certified True Copy of the title of the Property is hereto attached as Annex "**A**" and is made an 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 Molino V, Bacoor City, Cavite, as the school site of the Molino Elementary School – Annex in Bahayang Pag-asa;

**WHEREAS**, LGU BACOOR offered the use of the said parcel of land by the USUFRUCTUARY for the establishment, construction, and operation of the Molino Elementary School – Annex in Bahayang Pag-asa for the benefit of the students, faculty members, and personnel of the said public school;

**WHEREAS**, LGU BACOOR, 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 BACOOR, 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 omissions that will prejudice the LANDOWNER and
4. The USUFRUCTUARY fails to maintain the upkeep of the PROPERTY.

Provided, further, that only the USUFRUCTUARY may invoke subsections 1 and 2 of this Section as grounds for the pre-termination of the Agreement. Further, any action on the part of the USUFRUCTUARY for any prolonged period cannot be taken to mean a renunciation of its right to pre-terminate the Agreement under the said grounds.

II. **PURPOSE OF THE USUFRUCT.** The usufruct shall be used solely and exclusively for the management, administration, and other related educational purposes of Molino Elementary School – Annex in Bahayang Pag-asa.

III. **LAND OWNERSHIP.** The ownership and title remain and will continue to remain 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 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 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 BACOR;

3. The USUFRUCTUARY shall not enter into any other agreements that will involve the use of property intended without the consent of the LGU BACOR;
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 BACOR;
5. The USUFRUCTUARY shall be obliged to notify LGU BACOR of any act of a third person, of which it may know, 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, and facilities that shall make the property sustainable and viable for use, with the written consent of LGU BACOR;
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 BACOR.**

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 foregoing provisions that will affect the purpose of the subject property by giving a fifteen (15) day-prior written notice that contains the specific valid reason/s for termination.

**VII. OTHER TERMS AND CONDITIONS**

1. This Agreement shall be binding upon the parties herein 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 Bacor 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. BABYLYN M. PAMBID**  
*School Division Superintendent*

*Signed in the Presence of:*

**Atty. AIMEE TORREFRANCA-NERI**  
*City Administrator*

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

**ACKNOWLEDGMENT**

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

**BEFORE ME**, a Notary Public, this \_\_\_ day of \_\_\_\_\_, 2024 personally appeared the following:

NAME	Competent proof of Identity / Number	Date and Place Issued
<b>STRIKE B. REVILLA</b>		
<b>DR. BABYLYN M. PAMBID</b>		

This instrument, consisting of five (5) pages, including the page on which this acknowledgment 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 2024.