



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. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:
HON. STRIKE B. REVILLA
City Mayor

CITY RESOLUTION NO. 2024-578
Series of 2024

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A USUFRUCT AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOR AND DEPARTMENT OF EDUCATION, CITY SCHOOL DIVISION OF BACOR REGARDING THE PARCEL OF LAND SITUATED AT BARANGAY SINBANALI TO BE USED AS THE SITE OF THE SINBANALI SENIOR HIGH SCHOOL.

Sponsored by:

Hon. Alde Joselito F. Pagulayan

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Palm Angel S. Buncio, 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 29 August 2024, the Office of the City Mayor sent a letter request to the Sangguniang Panlungsod to pass a resolution authorizing the City Mayor to sign the Usufruct Agreement between the City Government of Bacoor and the Department of Education, City School Division of Bacoor, regarding the parcel of land situated at Barangay Sinbanali (formerly Barangays Sineguelasan, Banalo and Alima) as the school site of the **Sinbanali Senior High School**.

WHEREAS, the City Government of Bacoor is the absolute owner of a parcel of land with improvements located at Barangay Sinbanali, Bacoor City, Cavite consisting of Eight Thousand Three Hundred Sixty Five square meters (8,365 sq.m.) covered by Original Certificate of Title (OTC) No. 2023000009 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 exclusively use for the management, administration and other related educational purposes of Sinbanali Senior High School.

WHEREAS, under the Draft Usufruct Agreement, the Department of Education shall bear the burden of preserving the properties, paying for utilities and manpower, and ensuring its usefulness for the future use of the City Government of Bacoor, while the latter retains ownership of the said properties. Furthermore, under the Draft Usufruct Agreement, the Department of Education is obliged not to sell, dispose of,



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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

encumber, or tolerate the use of the properties by a third party unless the City Government of Bacoor first gives its consent.

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.

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.

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 the Draft Usufruct Agreement between the City Government and the Department of Education regarding the parcel of land consisting of Eight Thousand Three Hundred Sixty-Five (8,365) square meters located at Barangay Sinbanali, Bacoor City, Cavite to be used as the site of the Sinbanali Senior High School.

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 9th day of September 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 by:

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



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang Panlungsod



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[Signature]
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HON. RANDY C. FRANCISCO
Liga ng mga Barangay Vice-President

[Signature]
HON. PALM ANGEL S. BUNCIO
SK Federation President

Attested by:

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

[Signature]
Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

Attested by:

[Signature]

ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary

Noted by:

[Signature]

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 Officer-in-Charge, School Division Superintendent **DR. BABYLYN 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 EIGHT THOUSAND THREE HUNDRED SIXTY-FIVE square meters (8,365 sqm.), which is covered by Original Certificate of Title No. 2023000009 situated at Barangay Sinbanali (formerly Barangays Sineguelasan, Banalo, and Alima), 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 Barangay Sinbanali, Bacoor City, Cavite, as the school site of the **Sinbanali Senior High School**;

WHEREAS, LGU BACOOR offered the use of the said parcel of land by the USUFRUCTUARY for the establishment, construction, and operation of the Sinbanali Senior High School 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 BACCOOR, maintaining peaceful existence within the property, and paying all necessary expenses for the preservation and improvements of the PROPERTY;

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 the foregoing premises and 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 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.

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 Sinbanali Senior High School.

III. GRANT OF USUFRUCT. The USUFRUCTUARY is granted the beneficial use of the PROPERTY. The ownership and title remain and will continue to remain 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 enter into any other agreements that will involve the 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 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 BACCOOR;
7. The USUFRUCTUARY shall be responsible for maintaining the cleanliness and peace and order in the area; and
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; and
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. The expenses for electricity, water, telephone, and other public utility services, security, and maintenance shall be shouldered by the USUFRUCTUARY.
2. This Agreement shall be binding upon the parties herein and their successors-in-interest.

3. 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.
4. This Agreement shall constitute the entire agreement between the Parties and supersedes all prior or written agreements or understanding between the Parties and with respect to the matters provided herein.
5. Any modification or amendments of this Agreement shall only be by a duly executed mutual written consent of the LGU BACCOOR and USUFRUCTUARY and shall be attached and form part of this Agreement
6. Should any of the provisions of this Agreement be held or declared invalid, or unenforceable in any respect under any applicable law, rule, regulation, or decision of any court of jurisdiction, all remaining provisions not otherwise affected shall continue to have full force and effect.
7. This Agreement shall be governed by the laws of the Philippines. In case of disputes arising from the terms of this Agreement, the parties shall resolve the dispute through good faith and amicable discussions. If said dispute remains unsettled, any action arising therefrom shall be filed in the competent courts of the City of Manila or the City of Bacoor at the option of the complainant.

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
STRIKE B. REVILLA		
DR. BABYLYN M. PAMBID		

This instrument, consisting of _____ () 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.

Republic of the Philippines
Department of Justice
Land Registration Authority
Registry of Deeds for the

Original Certificate of Title

No. 2023000999
ORIGINAL PATENT

Entered in accordance with Republic Act No. 10023 and pursuant to a Special Patent issued by the Department of Environment and Natural Resources, at Quezon City, on and spread in the records of the said Department as follows:

DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
REGION NO. IV-A
SPECIAL PATENT NO. 5755th-007-CO33

TO ALL WHOM THESE PRESENTS SHALL COME, GREETINGS:

The Republic of the Philippines, Department of Education - Commission on Higher Education - SAN JOSE-SAN JUAN MARY SCHOOL (CITY OF BACOR) is hereby granted this Special Patent with an area of 3,565 square meters, more or less and more particularly bounded as follows:

This Special Patent shall not be disposed by the grantee without the authority of the Congress in accordance with Section 4 of Republic Act 10023

Witness my hand and seal of the Republic of the Philippines on this day of JUN 16 2023

By Authority of the President of the Philippines

JANUEL B. PERAS

OCT-PENR Officer

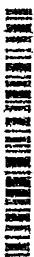
Transcribed in the "Registration Book" in the Province of Cavite pursuant to the provisions of Section 303 of P.D. No. 1526 on the day of two thousand

Owner's Postal Address

Register of Deeds

THE REGISTERED OWNER IS REMINDED TO UPGRADE THE "PAPER TITLE" TO "COMPUTERIZED TITLE" FOR EASIER TRANSACTIONS.

GOVERNMENT COPY & GOVERNMENT COPY & GOVERNMENT COPY



This is a Certified True Copy of OCT 2023000999 on file at Registry of Deeds of Province of Cavite, Bacoor City Branch. This consists of 4 page(s) and does not require a manually affixed signature pursuant to R.A. No. 8792. Printed at Registry of Deeds of Province of Cavite, Bacoor City Branch. Requested By: CONG LANI MERCADO-REVILLA.

Ref. No.: 2024009747 OR No. : 1032151875
Date : 07/03/2024 OR Date : Jul 3 2024
Time : 03:13:52 PM Amt Paid: 273,35

TECHNICAL DESCRIPTION

Book No. 51 893-02 District Office
1602

SUREQUIRAN ELEMENTARY SCHOOL
P.O. Box 100000
Municipality of San Mateo
Province of Cavite

Lot No.	Area (sq. m)	Remarks
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3	101 2239 (2772) P-15	
4	101 2240 (2781) P-15	
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6	101 2242 (2791) P-15	
7	101 2243 (2791) P-15	
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9	101 2245 (2791) P-15	
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98	101 2334 (2791) P-15	
99	101 2335 (2791) P-15	
100	101 2336 (2791) P-15	

THE REGISTERED OWNER IS REMINDED TO UPGRADE THE "PAPER TITLE" TO "COMPUTERIZED TITLE" FOR EASIER TRANSACTIONS.

GOVERNMENT COPY • GOVERNMENT COPY • GOVERNMENT COPY

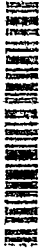
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3	101 2239	4 22 m	12 12	11, 27, 28
4	101 2240	15 07 m	17 23	21, 22, 23, 24
5	101 2241	17 53 m	20 71	25, 26, 27
6	101 2242	39 01 m	31 20	28, 29, 30, 31
7	101 2243	0 00 m	00 00	32, 33
8	101 2244	17 29 m	27 28	34, 35, 36
9	101 2245	36 1 m	24 25	37, 38, 39
10	101 2246	11 02 m	22 21	40, 41, 42
11	101 2247	6 35 m	27 27	43, 44, 45
12	101 2248	11 55 m	26 26	46, 47, 48
13	101 2249	20 10 m	28 1	49, 50, 51
14	101 2250	2 65 m	27 30	52, 53, 54
15	101 2251	2 97 m	22 1	55, 56, 57

* EIGHT THOUSAND THREE HUNDRED SIXTY-FOUR (8,364) square meters

Area: 8,364 sq. m
Total Area: 8,364 sq. m

Registered by Special Patent Entry No. 042103-01.

MANUEL A. TANGIA
Registered Eng. No. 18



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MEMORANDUM OF ENCUMBRANCES

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Registry of Deeds



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Time : 03:13:52 PM Amt. Paid: 273.35

Continued from Page B

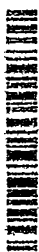
THE REGISTERED OWNER IS REMINDED TO UPGRADE THE "PAPER TITLE" TO "COMPUTERIZED TITLE" FOR EASIER TRANSACTIONS.

GOVERNMENT COPY * GOVERNMENT COPY * GOVERNMENT COPY

Continued on Adjudicial Sheet

Page

Request at Desk



This is a Certified True Copy of OCT 2023000009 on file at Registry of Deeds of Province of Cavite, Bacoor City Branch. This consists of 4 page(s) and does not require a manually affixed signature pursuant to R.A. No. 8792. Printed at Registry of Deeds of Province of Cavite, Bacoor City Branch. Requested By: CONG LANI MERCADO-REVILLA.

Ref. No.: 2024009747 OR No. : 1032151875
Date : 07/03/2024 OR Date : Jul 3 2024
Time : 03:13:52 PM Amt. Paid: 273.35



Republic of the Philippines
Province of Cavite
CITY OF BACOOR



ANNEX "C"



EXCERPTS FROM THE MINUTES OF THE REGULAR MEETING OF THE LOCAL SCHOOL BOARD OF THE CITY OF BACOOR HELD LAST JULY 30, 2024 AT THE STRIKE CONFERENCE ROOM IN THE OFFICE OF THE MAYOR.

- Acting Chairman : **Hon. ROWENA BAUTISTA-MENDIOLA**
Acting City Mayor
- Co-Chairman : **Dr. BABYLYN M. PAMBID**
LSB Co-Chairperson
OIC-Schools Division Superintendent
- Members : **Hon. ALDE JOSELITO F. PAGULAYAN**
Member, Sangguniang Panlungsod
and Chairperson, Committee on Education
- Hon. PALM ANGEL S. BUNCIO**
President
Sangguniang Kabataan Federation
- Atty. EDITH C. NAPALAN**
City Treasurer
- Atty. REY MARCO B. MENDOZA**
Representative, LSB Secretariat, OCLS
- Ms. ELVINIA A. GUERRERO**
City Budget Officer
- Ms. ELIZABETH OCAMPO**
Administrative Officer V,
Non-Academic Personnel of Public Schools
- Mr. DOMINGO S. SAGNIP JR**
President, Bacoor City Teacher Federation Inc.
- Ms. CHERRY TORRES**
President of Bacoor Federated Parent-Teacher Association

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Pacibo

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LOCAL SCHOOL BOARD RESOLUTION NO. 03, SERIES OF 2024
LOCAL SCHOOL BOARD OF THE CITY OF BACOOR
PROVINCE OF CAVITE

A RESOLUTION AUTHORIZING THE CITY GOVERNMENT OF BACOOR TO ENTER INTO A USUFRUCT AGREEMENT WITH THE DEPARTMENT OF EDUCATION, CITY SCHOOLS DIVISION OF BACOOR PERTAINING TO

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0273



Republic of the Philippines
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CITY OF BACOOR



BAGONG PILIPINAS



THE PROPERTY UNDER THE ORIGINAL CERTIFICATE OF TITLE NO. 2023000009 COVERING A PORTION OF AN AREA OF EIGHT THOUSAND THREE HUNDRED SIXTY-FIVE SQUARE METERS (8,365 SQM) SITUATED AT BARANGAY SINBANALI (FORMERLY SINEGUELASAN, BANALO, AND ALIMA) BACOOR CITY, PROVINCE OF CAVITE, FOR THE USE OF SINBANALI SENIOR HIGH SCHOOL.

WHEREAS, the City Government of Bacoor owns a parcel of land with improvements consisting of EIGHT THOUSAND THREE HUNDRED SIXTY-FIVE square meters (8,365 sqm.), which is covered by Original Certificate of Title No. 2023000009 situated at Barangay Sinbanali (formerly Barangays Sineguelasan, Banalo, and Alima), Bacoor City, Cavite;

WHEREAS, the Department of Education, City Schools Division of Bacoor is an agency of the national government, upon agreement with the City Government of Bacoor, will be using the abovementioned property located at Barangay Sinbanali, Bacoor City, Cavite, as the school site of the **Sinbanali Senior High School**;

WHEREAS, the City Government of Bacoor offered the use of the said parcel of land by the Department of Education, City Schools Division of Bacoor for the establishment, construction, and operation of the Sinbanali Senior High School for the benefit of the students, faculty members, and personnel of the said public school;

WHEREAS, the City Government of 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 Department of Education, City Schools Division of Bacoor;

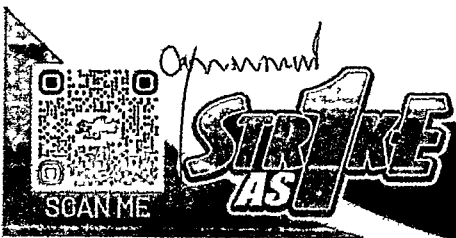
WHEREAS, the Department of Education, City Schools Division of Bacoor shall bear the burden of preserving the property, ensuring its usefulness for the future use of the City Government of Bacoor, maintaining peaceful existence within the property, and paying all necessary expenses for the preservation and improvements of the school site;

WHEREAS, the City Government of Bacoor is willing to enter into a usufruct agreement with the Department of Education, City Schools Division of Bacoor subject to the terms and conditions herein;

NOW, THEREFORE, ON MOTION DULY MADE AND SECONDED, the Board hereby resolves as it is hereby resolved to adopt the following:

RESOLVES, as it is hereby **RESOLVED**, that the term of the usufruct shall be for a period of Twenty-five (25) years from the signing of this Usufruct 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 City Government of Bacoor at least Thirty (30) days immediately prior to the expiry date of this Agreement;

RESOLVED, that the usufruct to be entered into by the City Government of Bacoor and the Department of Education, City Schools Division of Bacoor shall



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be used solely and exclusively for the management, administration, and other related educational purposes of **Sinbanali Senior High School**;

RESOLVED, the ownership and title of the property remain with and continue to be in the name of the City Government of Bacoor. All permanent structures, developments, and improvements made in the property shall be owned by the Department of Education, City Schools Division of Bacoor upon termination of the Usufruct Agreement, and the City Government of Bacoor shall not be compensated for any cost of development and improvement on the property. In no case shall the City Government of Bacoor be liable for any loss, damage, or injury that may arise by reason of the enjoyment of the fruits of said property by the Department of Education, City Schools Division of Bacoor;

RESOLVED, the Department of Education, City Schools Division of Bacoor shall:

1. Voluntarily surrender the possession and the return or vacate the property without need of demand upon the expiration of the Usufruct Agreement, in case it does not purchase the property from the City Government of Bacoor;
2. Not sell, dispose, mortgage, encumber, transfer, assign, tolerate the use by a third party, or use as collateral unless with the consent of the City Government of Bacoor;
3. Not enter into any other agreements that will involve the use of property intended without the consent of the City Government of Bacoor;
4. Not alienate or transfer its usufructuary rights, or do anything thereon which may be prejudicial to the rights of the City Government of Bacoor;
5. Be obliged to notify the City Government of Bacoor 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;
6. 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 the City Government of Bacoor;
7. Be responsible for maintaining the cleanliness peace and order in the area; and
8. Not use the property for any unlawful or illegal act.

RESOLVED, the City Government of Bacoor shall:

1. Authorize the Department of Education, City Schools Division of Bacoor 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;

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3. Remove hazardous or harmful structures at the expense of the Department of Education, City Schools Division of Bacoor.

RESOLVED, that the City Government of Bacoor or the Department of Education, City Schools Division of Bacoor shall have the right to cancel the Usufruct Agreement in case there is a violation of the provisions of the agreement that will affect the purpose of the subject property by giving a fifteen (15) day prior written notice to the other party which contains the specific valid reason/s for termination.

RESOLVED, FURTHER, that the Usufruct Agreement shall be binding upon the City Government of Bacoor or the Department of Education, City Schools Division of Bacoor, and their successors-in-interest, and that in case of breach of any terms of the Usufruct, dispute and/or litigation arising therefrom, the venue of actions shall be filed in the proper courts of Bacoor City, to the exclusion of all other courts.

RESOLVED, FINALLY, that a copy of this Local School Board Resolution be furnished to any and all concerned departments of the City Government of Bacoor, including the members of the Board.

[Signature]
Hon. ALDE JOSELITO F. PAGULAYAN
Sangguniang Panlungsod and Chairperson,
Committee on Education

[Signature]
Ms. ELVINIA S. GUERRERO
City Budget Officer

[Signature]
Atty. EDITH NAPALAN
City Treasurer

[Signature]
MR. DOMINGO SAGNIP JR.
President,
Bacoor City Teachers Federation

[Signature]
Ms. ELIZABETH F. OCAMPO
Administrative Officer V, NAPPS

[Signature]
Ms. CHERY TORRES
President,
PTA Federation, Bacoor City

[Signature]
Hon. PALM ANGEL S. BUNCIO
President,
Sangguniang Kabataan

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Republic of the Philippines
Province of Cavite
CITY OF BACOOR



Seal of
Good
Local
Governance
2023 Awardee
AGENCIAS

I HEREBY CERTIFY the correctness of the above-quoted Local School Board Resolution.

[Signature]
Atty. REY MARCO B. MENDOZA
Representative
LSB Secretariat, OCLS

Attested:

[Signature]
Dr. BABYLYN M. PAMBID
Officer-in-Charge, Schools Division Superintendent
Co-Chairman

Approved:

[Signature]
Hon. ROWENA BAUTISTA-MENDIOLA
Acting City Mayor
Acting LSB Chairman



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