Republic of the Philippines
Province of Cavite
MUNICIPALITY OF BACOOR
Office of the Sangguniang Bayan

MUNICIPAL RESOLUTION NO. 188
Series of 2011

A RESOLUTION AUTHORIZING THE MUNICIPAL MAYOR TO SIGN THE "CONTRACT AGREEMENT" BETWEEN THE MUNICIPAL GOVERNMENT OF BACOOR, CAVITE AND ITP CONSTRUCTION INC. IN JOINT VENTURE WITH PRISMODIAL CONSTRUCTION FOR THE CONSTRUCTION OF THE NEW GOVERNMENT CENTER OF BACOOR, CAVITE AND RATIFYING THE VARIOUS DEEDS OF DONATION INVOLVING THE SAID PROJECT.


WHEREAS, Addas Development Corporation through its Chairman of the Board, Mr. Narcimiano G. Gawaran, and its Chief Executive Officer, Mr. Joselito M. Gawaran, donated a ten thousand-square meter (10,000 sq.m.) portion of its property to the Municipal Government to be used as the site of the proposed government center of Bacoor, Cavite. Attached as Annex "A" and made an integral part hereof is a copy of the Deed of Donation dated 2 August 2010 between the Municipal Government and Addas Development Corporation.

WHEREAS, Crown Asia Properties Inc., Adelfa Properties Inc., and Household Development Corporation through their respective corporate officers donated a ten thousand-square meter (10,000 sq.m.) portion of their properties covered by TCT No. T-1284161 to the Municipal Government to be used as the site of the proposed government center of Bacoor, Cavite. Attached as Annex "B" and made an integral part hereof is a copy of the Deed of Donation With Right of Way Agreement dated 23 July 2010 between the Municipal Government and Crown Asia Properties Inc., Adelfa Properties Inc., and Household Development Corporation.

WHEREAS, the above-mentioned properties adjoin each other and is intended to be used as the site for the construction of the proposed government center of Bacoor, Cavite. The above-mentioned corporations also assured the Municipal Government that they possess the right to donate the said properties.

WHEREAS, the records in the possession of the Municipal Government and of the Sangguniang Bayan show that the design and projected cost of the proposed government center is in accord with pertinent laws of the Philippines.

WHEREAS, the Bids and Awards Committee (BAC) of the Municipal Government conducted a bidding of the above-mentioned project in strict adherence to the law and declared ITP CONSTRUCTION INC. in joint venture with PRISMODIAL...
CONSTRUCTION FOR THE CONSTRUCTION as the winning bidders.

WHEREAS, a copy of the Contract Agreement between ITP CONSTRUCTION INC. in joint venture WITH PRISMODIAL CONSTRUCTION FOR THE CONSTRUCTION was submitted to the Sangguniang Bayan for its review.

NOW THEREFORE, upon motion of all councilors present, duly approved by the Sangguniang Bayan in regular session assembled, BE IT RESOLVED AS IT IS HEREBY RESOLVED to authorize the Municipal Mayor, Hon. Strike B. Revilla, to sign the Contract Agreement between the Municipal Government and ITP CONSTRUCTION INC. in joint venture with PRISMODIAL CONSTRUCTION for the construction of the proposed new government center of Bacoor, Cavite.

RESOLVED FURTHER, that the various deeds of donation mentioned above between the municipal government and the corporations aforementioned are hereby affirmed and ratified.

RESOLVED FINALLY, to furnish all parties and government offices concerned with copies of this Resolution.

APPROVED this 21st day of November 2011 by the Sangguniang Bayan of Bacoor, Cavite.

I hereby certify that the foregoing Resolution is true and correct.

Certified by:

HON. EDWIN G. GAWARAN
Municipal Councilor/Acting Presiding Officer

Attested by: BAGONG BACOOR!
Tapal sa Serbisyo, Nagkakaisa sa Pagbabago...

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

Approved by:

HON. STRIKE B. REVILLA
Municipal Mayor
DEED OF DONATION

KNOW ALL MEN BY THESE PRESENTS:

This Deed of Donation (hereinafter, "Deed") is entered into this ___ day of ___, 2010 at ___ BACOOR, CAVITE ___ by and among:

ADDAS DEVELOPMENT CORPORATION, a domestic corporation duly organized and established under Philippine laws, with principal office address at Penthouse, Addio Centre, Aguinaldo Highway, Talaba, Bacoor, Cavite, and herein represented by its Chairman of the Board, NARCIMIANO G. GAWARAN and its Chief Executive Officer, JOSELITO M. GAWARAN (hereinafter referred to as the "DONOR")

- and -

The MUNICIPALITY OF BACOOR, CAVITE, as herein represented by its Municipal Mayor, STRIKE B. REVILLA, upon authorization by the Sangguniang Bayan for this purpose (hereinafter referred to as the "DONEE").

WITNESSETH:

WHEREAS, the ADDAS DEVELOPMENT CORP. is the registered owner of a parcel of land located at Bo. Mambog, Bacoor, Cavite known as Lot 4865-A of the Imus Estate, with an aggregate area of TWENTY THOUSAND (20,000) SQUARE METERS and Lot 4872 of the Imus Estate, with an aggregate area of THIRTY SIX THOUSAND FOUR HUNDRED FIFTY FOUR (36,454) SQUARE METERS ("SUBJECT PROPERTY"), a copy of which is attached hereto as Annex "A";

WHEREAS, the DONEE intends to construct the municipal hall complex of Bacoor, Cavite on a TWENTY THOUSAND (20,000) SQUARE METER land, the TEN THOUSAND (10,000) SQUARE METERS of which is portion of the SUBJECT PROPERTY;

WHEREAS, as an act of liberality and generosity, the DONOR agrees to donate the ten thousand (10,000) square meter portion of the SUBJECT PROPERTY in favor of the DONEE, and the DONEE agrees to accept such donation, subject to the purpose and conditions set forth herein;

NOW THEREFORE, the parties agree as follows:

I. DONATION

1.1. The DONOR hereby voluntarily and freely gives, transfers, and conveys, by way of donation, unto the DONEE, all of their right, title and interest to the TEN THOUSAND (10,000) SQUARE METERS portion of the Property, specifically identified and referred as the "Donated Portion" in the Sketch Map attached hereto as Annex "B";

1.2. DONEE shall use the Donated Portion exclusively for the purpose of constructing and maintaining a Bacoor Government Complex which will have the New Municipal Hall as a major component;
In order to assist the DONEE in settling the financial obligations it may incur in connection with the construction of the Bacoor Government Complex, a portion of the Bacoor Government Complex shall be allocated for commercial use. In the event of revocation of the donation herein granted pursuant to Paragraph 1.3 of this Deed, all commercial activities and businesses conducted therein shall likewise cease or be terminated.

DONEE further acknowledges and agrees that it is an essential consideration of this donation that the Donated Portion shall form part of the TWENTY THOUSAND (20,000) SQUARE METER land consolidation on which the Bacoor, Government Complex shall be constructed.

1.3. DONEE undertakes to commence the construction of the Bacoor Government Complex within three (3) years from the commencement of the construction thereof.

If the DONEE utilizes the Donated Portion for purposes other than the purpose for which this Deed was executed, or if the DONEE fails to acquire the required land area of 20,000 square meters for the construction of the Bacoor Government Complex within three (3) years from the execution of this deed, or if the DONEE shall cease to use the Donated Portion and/or the building to be constructed thereon as Bacoor Government Complex at any given time and for whatever reason, this Deed shall be deemed automatically revoked, cancelled or rescinded and all rights, titles, and interests over the Donated Portion shall automatically revert back to the DONOR and all improvements introduced by the DONEE over the Donated Portion, including the municipal hall building, shall become the property/ies of the DONOR without obligation to reimburse the DONEE for the costs thereof.

1.4. Except for the Donor’s Tax which shall be for the account of the DONOR, all taxes, fees, registration expenses and issuance of a new title to the Donated Portion and/or execution of this Deed shall be for the sole account of the DONEE.

In this regard, the DONEE hereby undertakes to cause the segregation of the title to the Donated Portion and registration and issuance of a new title to the Donated Portion in its favor within six (6) months from the execution of this Deed.

1.5. The DONEE shall cause the annotation of this Deed to the segregated title to the Donated Portion.

1.6. The DONEE hereby accepts the donation made in its favor by the DONOR as contemplated under this Deed, as well as all the conditions relative to the donation contemplated in this Deed.

II. GENERAL PROVISIONS

II.1. The parties warrant unto each other that they have and will have full legal right and capacity to perform the obligations required under this Deed, and that the execution, delivery and performance of this Deed do not and will not violate any provision of law applicable to them, conflict with, or result in a breach of any provision of any license, franchise, or any other agreement, contract, undertaking or obligations with respect to or relating to them, result in the creation of any lien, charge or encumbrance upon any of their other assets, and result in preventing them from fulfilling their obligations hereunder.

II.2. Any amendment hereto or revisions hereof shall be in writing and signed by the parties.

II.3. This Deed and any other agreement executed pursuant hereto shall be valid and binding upon the parties’ respective assigns and successors-in-interest.
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this
AUG 02 2018 at BACOOR, CAVITE

ADDA'S DEVELOPMENT CORPORATION

By:

NARCIMIANO G. GAWARAN
Chairman of the Board

JOSELITO M. GAWARAN
Chief Operating Officer

MUNICIPALITY OF BACOOR, CAVITE

By:

HON. STRIKE B. REVILLA
Municipal Mayor

Signed in the presence of:
Republic of the Philippines  )  ) s.s.
BACOOR, CAVITE  )

BEFORE ME, a Notary Public for in the above jurisdiction, this personally appeared the following:

Name
Addas Development Corp.
By:
Narcimiano G. Gawaran
Joselito M. Gawaran
Strike B. Revilla

Valid Identification
Senior Citizen ID: 216-34608
Driver's License: No. 88-3309573
Un. 104, 201

Date/Place of Issue
Mar. 11, 2007
Gloriet, Bacoor, Cavite
May 19, 2009
June 30, 2010 / Bacoor, Cavite

known to me and to me known to be the same persons who executed the foregoing instrument consists of _____ (__) pages including this page in which this Acknowledgment appears and the attached Annex(es), and they acknowledge to me that the same is their free and voluntary act and deed as well as that of the corporation herein represented.

IN WITNESS WHEREOF, I have hereunto signed and sealed these presents at the place and on the date first above-written.

NOTARY PUBLIC

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