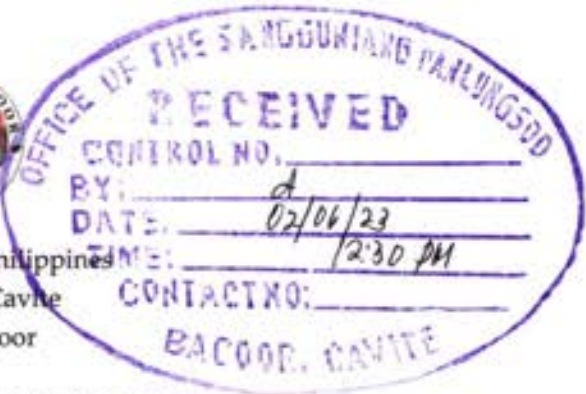




Republic of the Philippines
Province of Cavite
City of Bacoor



5th SANGGUNIANG PANLUNGSOD

COMMITTEE/S		TOPIC	CONTROL NUMBER	
<i>Education, Science and Technology</i>		RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN THE DEED OF USUFRUCT BETWEEN THE CITY GOVERNMENT OF BACCOOR AND THE DEPARTMENT OF EDUCATION - CITY SCHOOLS DIVISION OF BACCOOR PERTAINING TO AN AREA OF FIVE THOUSAND ONE HUNDRED TWENTY-NINE SQUARE METERS (5,129 SQ.M.) UNDER TRANSFER CERTIFICATE OF TITLE NO. 057-2015052133 SITUATED IN SAN NICOLAS, BACCOOR CITY, CAVITE	PCR-201-2023	
VENUE	S.P. Session Hall, 2 nd Floor, Bacoor Government Center		DATE/TIME	23 January 2023 10:30 AM

**COMMITTEE REPORT
No. EST-005-S-2023**

The Local School Board (LSB) of the City of Bacoor passed Resolution No. 05 during its regular meeting held on 08 November 2022. Upon review of the City Legal Service Office, the Office of the Mayor endorsed to Sangguniang Panlungsod the Usufruct Agreement between the City Government of Bacoor and the Department of Education (DepEd) – City Schools Division of Bacoor for appropriate actions.

The DepEd Bacoor will be entitled to use the parcel of land covered by TCT No. 057-2015052133 situated in Barangay San Nicolas, City of Bacoor, Cavite as school site of the San Nicolas Elementary School. All improvements necessary for the preservation of

the property and ensuring for the future use of the LGU Bacoor shall be shouldered by the DepEd Bacoor. The use of the above-mentioned property will benefit the students, faculty members and personnel of the said public school.

RECOMMENDATION:

Upon the review of the documents attached, and with the Internal Rules **SUSPENDED** during the 27th regular session of the Sangguniang Panlungsod, Hon. Victorio L. Guerrero, Jr. moved that the above-mentioned subject matter be **APPROVED**.

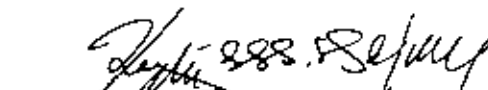
WE HEREBY CERTIFY that the contents of the foregoing report are true and correct.

Signed this 23rd day of January 2023 at the City of Bacoor, Cavite.

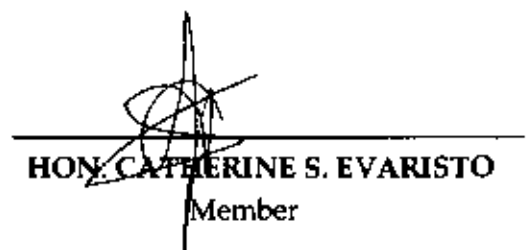
COMMITTEE ON EDUCATION, SCIENCE AND TECHNOLOGY



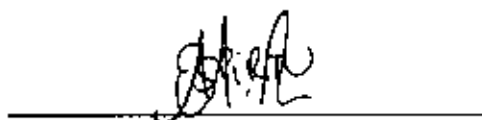
HON. VICTORIO L. GUERRERO, JR.
Chairman



HON. ROGELIO M. NOLASCO
Vice Chairman



HON. CATHERINE S. EVARISTO
Member



HON. MAC RAVEN ESPIRITU
Member



Republic of the Philippines
Province of Cavite
City of Bacoor



5th SANGGUNIANG PANLUNGSOD

COMMITTEE/S		TOPIC	CONTROL NUMBER	
<i>Education, Science and Technology</i>		RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN THE DEED OF USUFRUCT BETWEEN THE CITY GOVERNMENT OF BACOR AND THE DEPARTMENT OF EDUCATION - CITY SCHOOLS DIVISION OF BACOR PERTAINING TO AN AREA OF FIVE THOUSAND ONE HUNDRED TWENTY-NINE SQUARE METERS (5,129 SQ.M.) UNDER TRANSFER CERTIFICATE OF TITLE NO. 057-2015052133 SITUATED IN SAN NICOLAS, BACOR CITY, CAVITE	PCR-201-2023	
VENUE	S.P. Session Hall, 2 nd Floor, Bacoor Government Center		DATE/TIME	23 January 2023 10:30 AM

MINUTES OF COMMITTEE HEARING
No. EST-005-S-2023

The Local School Board (LSB) of the City of Bacoor passed a Resolution No. 05 entitled *“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 the Property Covering an Area of Five Thousand One Hundred Twenty Nine Square Meters (5,129 SQM) under Transfer Certificate Title No. (057-2015052133) 167-2020002150 Situated in Barangay San Nicolas, Bacoor City, Province of Cavite, for the Use of the San Nicolas Elementary School, and Reanming it to Leon Guinto Sr. Elementary School”*.

The Office of the City Mayor of Bacoor subsequently endorsed the said resolution to Sangguniang Panlungsod for appropriate actions.

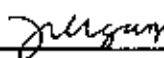
The resolution will give way to a Usufruct Agreement between the LGU of Bacoor and DepEd City Schools Division of Bacoor to allow the use of the said parcels of land for San Nicolas Elementary School. It is for the establishment, construction and operation of the school for the benefit of the students, faculty members and personnel.

The terms of usufruct shall be for a maximum of fifty (50) years upon agreement of two parties as also stipulated in the attached draft Usufruct Agreement.

All necessary documents needed are found to be in order and reviewed by the City Legal Service Office.

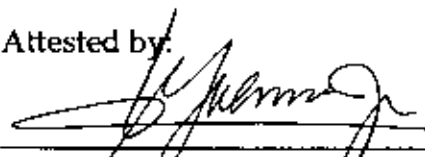
Committee Chairman Hon. Victorio L. Guerrero, Jr., reiterated that the agreement is favorable and beneficial to students, school personnel and the community as well. Therefore, the members, together with the Honorable Chairman of the Committee on Education, Science and Technology, recommends for the **APPROVAL** of the above-mentioned subject matter be.

Prepared by:



JENIFER R. LEGASPI
Local Legislative Staff Asst. 1

Attested by:



HON. VICTORIO L. GUERRERO, JR.
Presiding Officer

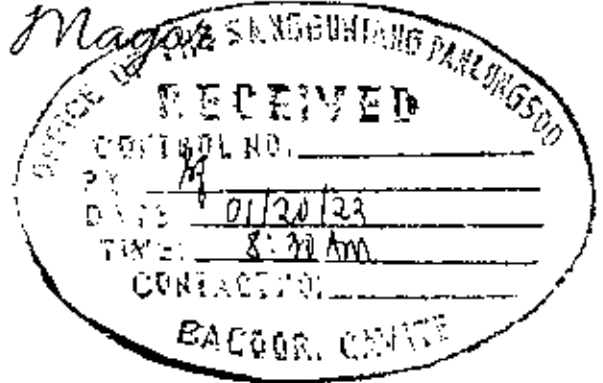


Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Mayor

19 January 2023

HON. ROWENA BAUTISTA-MENDIOLA
Vice Mayor, City of Bacoor
Bacoor Government Center
Bacoor City, Cavite



THRU: Atty. Khalid Atega, Jr.
Sanggunian Panlungsod Secretary

**SUBJECT: Request for Authority to Sign the Deed of Usufruct
with the City Schools Division of Bacoor**

Dear Hon. Bautista-Mendiola:

This is to respectfully endorse to your good office a copy of the proposed **USUFRUCT AGREEMENT** between the City Government of Bacoor and the Department of Education, City Schools Division of Bacoor pertaining to an area of Five Thousand One Hundred Twenty-Nine square meters (5,129 sqm) under Transfer Certificate of Title No. No. 057-2015052133 situated in San Nicolas, Bacoor City, Cavite.

The City Government offered the use of the abovementioned property by the Department of Education, City Schools Division of Bacoor for the benefit of San Nicolas Elementary School for use of its students, faculty members and other personnel. The proposed Usufruct Agreement is for a period of fifty (50) years in conformity with Department of Education Order No. 51 Series of 2015.

Also attached herewith are the following: (1) photocopy of Bacoor City Local School Board Resolution No. 05 dated 08 November 2022, (2) photocopy of Deed of Donation and Acceptance between the City Government of Bacoor and Addas Development Corporation dated 12 January 2023, and (3) photocopy of Original Certificate of Title No. 057-2015052133.

All things having been found to be in order, we hereby endorse to your good office the abovementioned documents to request the Sanggunian Panlungsod for the issuance of an authority to sign the proposed Usufruct Agreement.

Respectfully yours,


STRIKE B. REVILLA
City Mayor

Office of the Mayor
Strike B. Revilla



SBR20230403



Republic of the Philippines
Province of Cavite
CITY OF BACOOR

EXCERPTS FROM THE MINUTES OF THE SPECIAL MEETING OF THE LOCAL SCHOOL BOARD OF THE CITY OF BACOOR HELD LAST 08 NOVEMBER 2022 VIA VIDEO CONFERENCE

PRESENT:

- Chairman : **HON. STRIKE B. REVILLA**
City Mayor
- Co-Chairman : **DR. EDITHA M. ATENDIDO**
Schools Division Superintendent
- Members : **HON. VICTORIO L. GUERRERO, Jr.**
*Member, Sangguniang Panlungsod
and Chairperson, Committee on Education*
- HON. MAC RAVEN ESPIRITU**
*President
Sangguniang Kabataan Federation*
- ATTY. EDITH C. NAPALAN**
City Treasurer
- ATTY. REY MARCO B. MENDOZA**
LSB Secretariat, OCLS
- MS. ELVINIA A. GUERRERO**
City Budget Officer
- MS. ELIZABETH OCAMPO**
*Administrative Officer V,
Non-Academic Personnel of Public Schools*
- MS. MARICEL HERRERA**
President, Bacoor City Teachers and Personnel Association
- MS. RIA LUMBA**
Representative of the Bacoor PTA Federation

LOCAL SCHOOL BOARD RESOLUTION NO. 05

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 THE



Approved by: *[Signature]* - *[Signature]*
 2022
 11/11

I. **Section 1. TERM:** The terms of the usufruct shall be for a maximum period of fifty (50) years upon agreement of two parties from the signing of this Agreement unless the parties pre-terminate the same on the following grounds:

1. The DEPARTMENT OF EDUCATION, CITY SCHOOLS DIVISION OF BACOR buys the abovementioned property from the CITY GOVERNMENT OF BACOR;
2. The DEPARTMENT OF EDUCATION, CITY SCHOOLS DIVISION OF BACOR violates any of the conditions stated herein;
3. The DEPARTMENT OF EDUCATION, CITY SCHOOLS DIVISION OF BACOR is in bad faith and committed acts or omission that will prejudice the CITY GOVERNMENT OF BACOR; and
4. The DEPARTMENT OF EDUCATION, CITY SCHOOLS DIVISION OF BACOR fails to maintain the upkeep of the Property as abovementioned.

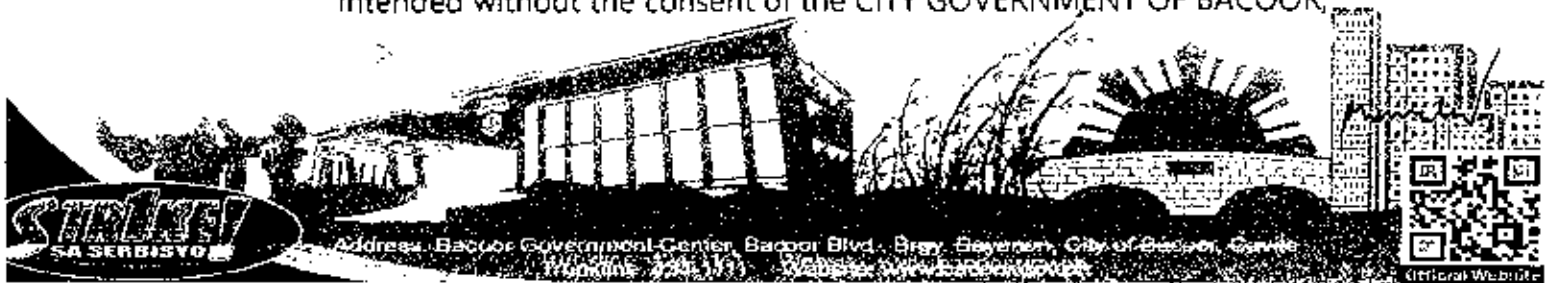
Section 2. PURPOSE OF THE USUFRUCT. The usufruct to be entered into by the CITY GOVERNMENT OF BACOR and DEPARTMENT OF EDUCATION, CITY SCHOOLS DIVISION OF BACOR shall be used solely and exclusively for the management, administration and other related educational purposes of San Nicolas Elementary School.

Section 3. LAND OWNERSHIP. The ownership and title remain with and continues to be in the name of the CITY GOVERNMENT OF BACOR. Upon expiration or pre-termination of the Agreement on the grounds stated under Section 1 above, all permanent improvements existing shall inure to the benefit of the CITY GOVERNMENT OF BACOR. It is hereby understood that permanent improvements shall refer to those that cannot be detached or removed without damaging the subject property.

Section 4. RIGHTS AND OBLIGATIONS OF THE DEPARTMENT OF EDUCATION, CITY SCHOOLS DIVISION OF BACOR. The DEPARTMENT OF EDUCATION, CITY SCHOOLS DIVISION OF BACOR shall:

1. Voluntary surrender possession and return or vacate the property without need of demand upon expiration of the Agreement in case it does not purchase the property from the CITY GOVERNMENT OF BACOR;
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 BACOR;
3. Not enter into any other agreements that will involve use of property intended without the consent of the CITY GOVERNMENT OF BACOR;

Alminda
Alfonso
Opinion
Escalera
P. 11



4. Not alienate or transfer its usufructuary rights, or do anything thereon which may be prejudicial to the rights of the CITY GOVERNMENT OF BACORR;
5. Be obliged to notify the CITY GOVERNMENT OF BACORR of any act of a third person, of which it may have 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, facilities that shall make property sustainable and viable for use with the written consent of the CITY GOVERNMENT OF BACORR;
7. Be responsible for maintaining the cleanliness and peace and order in the area;
8. Not use the property for any unlawful or illegal act.

Section 5. RIGHTS AND OBLIGATIONS OF THE CITY GOVERNMENT OF BACORR. The CITY GOVERNMENT OF BACORR shall:

1. Authorize the DEPARTMENT OF EDUCATION, CITY SCHOOLS DIVISION OF BACORR 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 DEPARTMENT OF EDUCATION, CITY SCHOOLS DIVISION OF BACORR.

Section 6. TERMINATION OF THE DEED OF USUFRUCT. The CITY GOVERNMENT OF BACORR or the DEPARTMENT OF EDUCATION, CITY SCHOOLS DIVISION OF BACORR shall have the right to cancel the Deed of Usufruct 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 which contains the specific valid reason/s for termination.

Section 7. OTHER TERMS AND CONDITIONS.

1. The Deed of Usufruct shall be binding upon the CITY GOVERNMENT OF BACORR the DEPARTMENT OF EDUCATION, CITY SCHOOLS DIVISION OF BACORR and their successors-in-interest.
2. In case of breach of any terms of the Deed of Usufruct, dispute and/or litigation arising from the Deed of Usufruct, the venue of actions shall be filed in the proper courts of Bacor City, to the exclusion of all other courts.

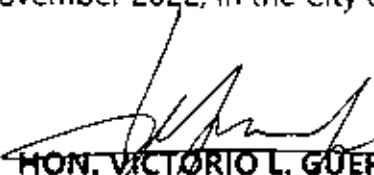
Approved by: *[Signature]*
 Date: *[Signature]*
 Approved by: *[Signature]*
 Date: *[Signature]*

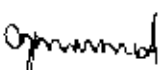


Section 7. RENAMING OF SAN NICOLAS ELEMENTARY SCHOOL. The DEPARTMENT OF EDUCATION, CITY SCHOOLS DIVISION OF BACOOR and the CITY GOVERNMENT OF BACOOR approves the renaming of San Nicolas Elementary School to "**LEON GUINTO SR. ELEMENTARY SCHOOL**" to give recognition to this acclaimed hero who was born in San Nicolas Elementary School, and also to the Gawaran family who has been instrumental in the donation of the school site to the CITY GOVERNMENT OF BACOOR

Section 8. EFFECTIVITY. This Resolution shall take effect immediately upon its approval. Let a copy of this Board Resolution be furnished to any and all concerned departments of the City Government of Bacoor.

DONE, this 24th day of November 2022, in the City of Bacoor Cavite, Philippines.


HON. VICTORIO L. GUERRERO, Jr.
*Sangguniang Panlungsod and Chairperson,
Committee on Education*


MS. ELVINIA S. GUERRERO
City Budget Officer


ATTY. EDITH C. NAPALAN
City Treasurer


MS. MARICEL R. HERRERA
*President, Bacoor City Teachers
Federation*


MS. ELIZABETH F. OCAMPO
Administrative Officer V, NAPPS


MS. RIA LUMBA
President, PTA Federation, Bacoor City


MAC RAVEN ESPIRITU
President, Sangguniang Kabataan

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



ATTY. REY MARCO B. MENDOZA
LSB Secretariat



Attested:

Editha M. Atendido
DR. EDITHA M. ATENDIDO
Schools Division Superintendent
Co-Chairman

Approved:


HON. STRIKE B. REVILLA
Bacoor City Mayor *LSB reso #15*
Chairman

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REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF JUSTICE
Land Registration Authority
QUEZON CITY

Registry of Deeds for Province of Cavite

Transfer Certificate of Title

No. (057-2015052133) 167-2020002150

IT IS HEREBY CERTIFIED that certain land situated in BARRANGAY OF SAN NICOLAS MUNICIPALITY OF BACOR, PROVINCE OF CAVITE, bounded and described as follows:

LOT NO: 2 PLAN NO: PCS-04-019109

PORTION OF: LOT 4901 OF THE IMUS ESTATE, ; LOT 4900-A, PSD-04-042487;

LOCATION: BARRANGAY OF SAN NICOLAS MUNICIPALITY OF BACOR, (continued on next page)

is registered in accordance with the provision of the Property Registration Decree in the name of

Owner: ADDAS DEVELOPMENT CORPORATION

Address: PENTHOUSE ADDIC CENTRE, BACOR, CAVITE,

as owner thereof in fee simple, subject to such of the encumbrances mentioned in Section 44 of said Decree as may be subsisting.

IT IS FURTHER CERTIFIED that said land was originally registered as follows:

Case No.:

Orig. Reg. Date: 01 27 1921

Original RD: PROVINCE OF CAVITE,

Volume No.: A-6

Original Owner:

Record No.: 8843

Decree No.: 101200

OCT No.: OCT-1002

Page No.: 232

This certificate is a transfer from TRANSFER CERTIFICATE OF TITLE T-616727 ; 2014072336 by virtue hereof in so far as the above-described land is concerned.

Entered at Province of Cavite, Philippines on the 16th day of NOVEMBER 2015 at 12:04pm.

Edgar Domingo Santos
Register of Deeds

It is hereby certified that this is a true electronic copy of TCT 2020002150 on file in Registry of Deeds of Province of Cavite, Bacoor City Branch, which consists of 3 page(s). This is a system-generated Certified True Copy, and does not require a manually-affixed signature. Printed at Registry of Deeds of Province of Cavite, Bacoor City Branch. Requested By: LUCY BAMBA

Ref. : 2022012782 OR No. : 1026575755
Date : 10/18/2022 OR Date : Oct 18 2022
Time : 04:20:10 PM Amt Paid : 235 16



TCT No.: (057-2015052133) 167-202002150

Page No.: 2

TECHNICAL DESCRIPTION (Continued from page 1)
 PROVINCE OF CAVITE

BOUNDARIES:

LINE	DIRECTION	ADJOINING LOT(S)
1-2, 5-6-1	NW, SE, WEST, SE, SW	LOT 1, PCS-04-019109
2-3	SE	LOT 4305, IMUS ESTATE, PCS-04-019109
3-4	EAST	ROAD (6.2100 M. WIDE), PCS-04-019109
4-5	SE	LOT 4355, IMUS ESTATE, PCS-04-019109

TIE POINT: MON. NO. 44, IMUS ESTATE

LINE TO CORNER	BEARING	DISTANCE
1	S. 54° 20' W	506.67 M.
1-2	N. 75° 26' E	41.47 M.
2-3	N. 75° 18' E	20.90 M.
3-4	S. 08° 08' E	92.70 M.
4-5	S. 77° 11' W	25.10 M.
5-6	S. 80° 28' W	33.09 M.
6-1	N. 05° 19' W	82.07 M.

AREA: FIVE THOUSAND ONE HUNDRED TWENTY NINE SQUARE METERS (5129),
 MORE OR LESS

DESCRIPTION OF CORNERS: MARKED ON THE GROUND BY OLD P.S. CYL. CONC.
 MONS. 15X40 CM.; CORNERS 2 TO 5 BY OLD

POINTS

BEARINGS: TRUE

DECLINATION:

DATE OF ORIGINAL SURVEY: JULY 27, 1905-JUNE 11, 1908

DATE OF SUBD/CONS SURVEY: MARCH 26, 2003

DATE OF APPROVED SURVEY: APRIL 28, 2003

GEODETIC ENGINEER: MARILOU L. LEGASPI

NOTES:

It is hereby certified that this is a true electronic copy of TCT 202002150 on file in Registry of Deeds of Province of Cavite, Bacoor City Branch, which consists of 3 page(s). This is a system-generated Certified True Copy, and does not require a manually affixed signature. Printed at Registry of Deeds of Province of Cavite, Bacoor City Branch. Requested By: LUCY BAMBA

Ref.: 2022012781 OR No.: 1026575755
 Date: 10/19/2022 OR Date: Oct 18 2022
 Time: 04:20:10 PM Amt. Paid: 235.18



TCT No. : (257-2015092133) 167-2020002150

Page No. : 3

MEMORANDUM OF ENCUMBRANCES

... (LIEN & ENCUMBRANCES)
THAT DURING THE REMAINING YEARS OF THE DONOR'S LIFE, THE DONEE SHALL GIVE UNTO THE DONOR TEN (1) CAVANS OF PALAY EVERY YEAR, THE SAME TO BE TAKEN FROM THE HARVEST OF THE LAND DONATED HEREIN.

... IT IS HEREBY SPECIFICALLY AGREED THAT NOTWITHSTANDING THE PROV. OF ART. 567 OF THE CIVIL CODE THE REP. OF THE PHIL. IS EXEMPTED FROM THE OBLIGATION TO GRANT A RIGHT OF WAY TO THE GRANTEE HEREIN.

Edgar Domingo Santos
Register of Deeds

NOTICE :

THIS CERTIFICATE OF TITLE ORIGINALLY ON FILE IN THE REGISTRY OF DEEDS FOR PROVINCE OF CAVITE WAS TRANSFERRED TO THE REGISTRY OF DEEDS FOR PROVINCE OF CAVITE, BACOOR CITY BRANCH ON FEBRUARY 08, 2020, PURSUANT TO LRA CIRCULAR NO. 35-2017. THE NEW TITLE NUMBER FOR THIS TITLE IS TCT NO. 2020002150.

UNOFFICIAL COPY - NOT FOR REGISTRATION

It is hereby certified that this is a true electronic copy of TCT 2020002150 on file in Registry of Deeds of Province of Cavite, Bacoor City Branch, which consists of 3 page(s). This is a system-generated Certified True Copy, and does not require a manually-affixed signature. Printed at Registry of Deeds of Province of Cavite, Bacoor City Branch. Requested By: LUCY BAMBA

Ref. : 2022012782 OR No. 1026575755
Date : 10/19/2022 CR Date : Oct 18 2022
Time : 04:20:10 PM Amt Paid : 235.15





Republic of the Philippines
Province of Cavite
City of Bacoor

Manning
City Assessor
00360389

TAX DECLARATION OF REAL PROPERTY

GR 2019

TD No. **19-238-0042-00177**
Owner: ADDAS DEVELOPMENT CORPORATION

PIN 238-00-0020-78-551-0000

TIN: 2369

Email Address:

Telephone No.:

TIN:

Telephone No.:



Address: PENTHOUSE ADDIO CENTRE BACOOR CAVITE

Administrator/Beneficial User:

Address:

Location of Property:

(Number and Street)

SAN NICOLAS II

(Barangay/District)

(SAN NICOLAS)

(Old Barangay)

CITY OF BACOOR, CAVITE

(City & Province)

OCT/TCT/CCT/CLOA No. 057-2015052133

Cadastral Lot: PORT OF LOT 4901, LOT 4900-A, PSD-04-042487

Survey No. PCS-04-019109

Lot No. 2

Blk No.

Boundaries:

North :

South : SW: LOT 1, LOT 4365

East : E & SE: LOT 1 & ROAD & LOT 4359

West : W & NW: LOT 1

KIND OF PROPERTY ASSESSED:

LAND
 BUILDING

No of Storeys:

MACHINERY

Brief

Others:
Specify:

Brief Description:

Classification	Area	Market Value	Actual Use	Assessment Level	Assessed Value
RESIDENTIAL	5129.00000 sqm.	18,566,980.00	RESIDENTIAL	10%	1,856,700.00
	Total: Php	<u>18,566,980.00</u>		Total: Php	<u>1,856,700.00</u>

Total Assessed Value ONE MILLION EIGHT HUNDRED FIFTY-SIX THOUSAND SEVEN HUNDRED AND XX / 100
(Amount in Words)

Taxable

Exempt

Effectivity of Assessment / Reassessment:

1st	2020
Qtr.	Yr.

Approved By:

(SGD) JOSE LITO M. MALLARE, REA 346

01/30/2020

NOA No. 2020-238-076649

City Assessor

Date

This declaration cancels TD No. 238-0020-17159

Owner: ADDAS DEVELOPMENT CORPORATION

Previous AV. (Land) Php 923,220.00

Memoranda:

NOTE: ISSUED UPON THE REQUEST OF

FOR

Notes: * This declaration is for real property taxation purposes only and the valuation indicated herein are based on the schedule of unit market values prepared for the purposes and duly enacted into an Ordinance by the Sangguniang Panlungsod under City Ordinance No. CO 37-2019 dated October 28, 2019. It does not and cannot by itself prove transfer of ownership or legal title to the property.

DEED OF DONATION AND ACCEPTANCE

KNOW ALL MEN BY THESE PRESENTS:

This Deed of Donation and Acceptance (the "DODA") made and executed this _____ in City of Bacoor, by and between:

ADDAS DEVELOPMENT CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office and business address at Penthouse, ADDIO Centre, Aguinaldo Highway, Talaba, Bacoor City, Cavite, represented by its President and Corporate Secretary, respectively **JOIE M. GAWARAN** and **JOVITA GAWARAN-TAN**, Filipino citizens, of legal ages, both married and hereinafter referred to jointly as the "**DONORS**";

- and -

The **CITY GOVERNMENT OF BACOOR**, a local government unit created and existing under the laws of the Republic of the Philippines, with principal and office address at Bacoor Government Center, Molino Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, represented herein by its City Mayor, the **Hon. STRIKE B. REVILLA**, pursuant to the authority conferred and embodied in Sangguniang Panlungsod Resolution No. 2022-064, Series of 2022, approved September 5, 2022, of the City Council of Bacoor City, Cavite, hereinafter referred to as the "**OONEE**".

WITNESSETH:

1. **WHEREAS**, the DONORS are the absolute and registered owners of a parcel of land with road lots situated at Barangay San Nicolas II, City of Bacoor, Province of Cavite, covered by **TRANSFER CERTIFICATE OF TITLE NO. 057-2015052133** of the Registry of Deeds for the Province of Cavite marked as *Annex A*, containing an area of **FIVE THOUSAND ONE HUNDRED TWENTY-NINE (5,129) SQUARE METERS**, more or less (hereinafter known as the "**Property**") listed and described below:

TCT NO. 057-2015052133

LOT NO: 2 PLAN NO: PCS-04-019109
PORTION OF: LOT 4901 OF THE IMUS ESTATE,; LOT 4900-A, PSD-04-042487;
LOCATION: BARANGAY OF SAN NICOLAS, MUNICIPALITY OF BACOOR,
PROVINCE OF CAVITE

BOUNDARIES:

LINE	DIRECTION	ADJOINING LOT (S)
1-2, 5-6-1	NW, SE, WEST, SE, SW	LOT 1, PCS-04-019109
2-3	SE	LOT 4635, IMUS ESTATE, PCS-04-019109

3-4	EAST	ROAD (12.00 M. WIDE), PCS-04-019109
4-5	SE	LOT 4359, IMUS ESTATE, PCS-04-019109

TIE POINT: MON NO. 44, IMUS ESTATE

LINE	BEARING	DISTANCE
TO CORNER 1	N. 54 ° 20' E	506.67 M.
1-2	N. 76 ° 56' W	41.47 M.
2-3	N. 75 ° 18' W	20.90 M.
3-4	N. 05 ° 08' W	82.70 M.
4-5	N. 72 ° 11' W	29.10 M.
5-6	N. 80 ° 28' W	33.09 M.
6-1	N. 05 ° 19' W	82.07 M.

AREA: **FIVE THOUSAND ONE HUNDRED TWENTY NINE SQUARE METERS (5,129), MORE OR LESS**

DESCRIPTION OF CORNERS: MARKED ON THE GROUND BY OLD P. S. CYI. CONC. MONS. 15x40 CM.; CORNERS 2 TO 5 BY OLD POINTS

BEARINGS: TRUE

DECLINATION:

DATE OF ORIGINAL SURVEY: JULY 27, 1905 - JUNE 11, 1908

DATE OF SUBD/CONS SURVEY: MARCH 26, 2003

DATE OF APPROVED SURVEY: APRIL 28, 2003

GEODETIC ENGINEER: MARILOU L. LEGASPI

NOTES:

2. **WHEREAS**, the DONEE is the local government unit that has territorial jurisdiction over the place where the **Property** is located;

3. **WHEREAS**, the Barangay Hall of San Nicolas II and San Nicolas Elementary School are currently located and erected on the said **Property**;

4. **WHEREAS**, the DONORS desire to donate the above-described **Property** to the DONEE in order for the DONEE to include said property as part of the **CITY GOVERNMENT OF BACOR, CAVITE** and consequently, to be used solely and exclusively by the Barangay Hall of San Nicolas II, San Nicolas Elementary School and for other government purposes;

5. **WHEREAS**, to perpetuate the memory of **Simeon de Jesus** the original owner of the property the portion of which donated to the City Government of Bacoor, Cavite.

6. **NOW, THEREFORE**, for and in consideration of the goodwill and concern which the DONORS have for the DONEE, the DONORS hereby voluntarily and freely give, transfer and convey by way of donation, unto said DONEE, its executors, assigns and successors all of the rights, titles and interests which said DONORS have in the abovementioned **Property**, free from all liens and encumbrances and charges of whatsoever nature:

The Parties further agrees, to wit:

- I. The DONEE shall use the **Property** exclusively for the purpose of housing the Barangay Hall of San Nicolas II, San Nicolas Elementary School and other buildings and improvements


intended for other government agencies and for other government purposes;

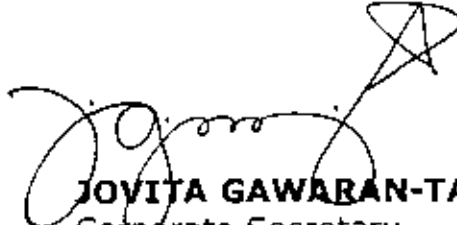
- II. The DONEE is absolutely prohibited from selling, ceding, transferring, assigning and disposing the **Property**;
- III. Should the **Property** be used for any private purpose, or non-governmental activities other than those specified in Section I as abovementioned, the **Property** should be reconveyed by the DONEE to the DONORS together with all the improvements and structures built or erected thereon;
- IV. The DONORS hereby made it known that this DODA is not made with intent to defraud its creditors and that it has sufficient funds and properties reserved for itself and its respective obligations;
- V. The DONORS without any written consent from the DONEE shall construct a drainage system if necessary for the benefit of the DONORS and the DONEE respectfully to the subject **Property**;
- VI. The DONEE hereby accepts and receives this donation made by the DONORS, and hereby expresses its appreciation and gratefulness for the kindness and generosity of the DONORS in donating the above-described **Property**;
- VII. All taxes, fees charges and expenses necessary for the transfer of the donated property shall be exclusively borne by the DONEE.

IN WITNESS WHEREOF, the DONORS and the DONEE have hereunto signed this Deed on _____ in Bacoor City, Cavite.

ADDAS DEVELOPMENT CORPORATION
Donor


By:


JOIE M. GAWARAN
President
BIR ID No. 106-726-570


JOVITA GAWARAN-TAN
Corporate Secretary
BIR ID No. 136-643-929

CITY GOVERNMENT OF BACCOOR
Donee

By:


HON. STRIKE B. REVILLA
City Mayor of Bacoor
City Resolution NO. 2022-064
Series of 2022 3

Handwritten signature

Signed in the Presence of:

[Signature] *[Signature]*

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public, for and in Bacoor City, Cavite, this JAN 12 2023 personally appeared, the DONORS and DONEE named below, exhibiting to me their competent proofs of identity which I recorded in my notarial book, known to me and to me known to be the same person who executed the foregoing Deed of Donation and Acceptance, and acknowledged to me that the same is their free and voluntary acts and deeds.

FULL NAME	Proof of Identity / Identification Number	Place and Date Issued
STRIKE B. REVILLA		
JOIE M. GAWARAN	BIR ID No. 106-726-570	
JOVITA GAWARAN-TAN	BIR ID No. 136-643-929	

WITNESS MY HAND AND SEAL on the date and at the place first above written.

Doc. No. 3 ;
Page No. 2 ;
Book No. 24 ;
Series of 2023 .

[Handwritten Signature]

[Handwritten Signature]

ATTY. EUGENE L. DE JESUS
NOTARY PUBLIC
UPPER GROUND NEW IMUS CITY GOVERNMENT
CENTER AT LAGASANG H.G. IMUS CITY, CAVITE
PTR. NO. NL A6363405; 7-4-2017; CAVITE
IBP LIFETIME MEMBER NO. 001524
ROLL NO. 68446
MCLE JV-0027305 / APRIL 2022

[Handwritten Signature]

ADDAS
SMI
SC

422542105102

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF JUSTICE
Land Registration Authority
QUEZON CITY

Registry of Deeds for Province of Cavite

Transfer Certificate of Title

OWNER'S DUPLICATE - OWNER'S DUPLICATE - OWNER'S DUPLICATE - OWNER'S DUPLICATE - OWNER'S DUPLICATE

No. 057-2015052133

IT IS HEREBY CERTIFIED that certain land situated in BARANGAY OF SAN NICOLAS MUNICIPALITY OF BACOR, PROVINCE OF CAVITE, bounded and described as follows:

LOT NO: 2 PLAN NO: PCS-04-019109
PORTION OF: LOT 4901 OF THE IMUS ESTATE, ; LOT 4900-A, PSD-04-042487;

LOCATION: BARANGAY OF SAN NICOLAS MUNICIPALITY OF BACOR, (continued on next page)

is registered in accordance with the provision of the Property Registration Decree in the name of

Owner: ADDAS DEVELOPMENT CORPORATION
Address: PENTHOUSE ADDIO CENTRE, BACOR, CAVITE

as owner thereof in fee simple, subject to such of the encumbrances mentioned in Section 44 of said Decree as may be subsisting.

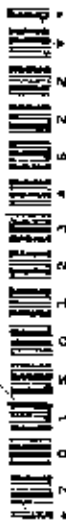
IT IS FURTHER CERTIFIED that said land was originally registered as follows:

Case No.:	Record No. : 8843
Orig. Reg. Date: 01 27 1921	Decree No. : 101200
Original RD : PROVINCE OF CAVITE	OCT No. : OCT-1002
Volume No. : A-6	Page No. : 232

This certificate is a transfer from TRANSFER CERTIFICATE OF TITLE T-616727; 2014072336 (TOTALLY CANCELLED) by virtue hereof in so far as the above-described land is concerned.

Entered at Province of Cavite, Philippines on the 16th day of NOVEMBER 2015 at 12:04pm.

Edgar Domingo Santos
Register of Deeds JAN 04 2016



Lot No.: 057-2015052133

Page No.: 2

201501234522
225462105100

TECHNICAL DESCRIPTION (Continued from page 1)

PROVINCE OF CAVITE

BOUNDARIES:

LINE	DIRECTION	ADJOINING LOT(S)
1-2, S-6-1	NW, SE, WEST, SE, SW	LOT 1, PCS-04-019109
2-3	SE	LOT 4365, IMUS ESTATE, PCS-04-019109
3-4	EAST	ROAD (12.00 M. WIDE), PCS-04-019109
4-5	SE	LOT 4359, IMUS ESTATE, PCS-04-019109

TI E POINT: MON. NO. 44, IMUS ESTATE

LINE	BEARING	DISTANCE
TO CORNER 1	S. 54 ° 20' W	506.67 M.
1-2	N. 76 ° 26' E	41.47 M.
2-3	N. 75 ° 18' E	20.90 M.
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MONS. 15X40 CM.; CORNERS 2 TO 5 BY OLD

POINTS

BEARINGS: TRUE

DECLINATION:

DATE OF ORIGINAL SURVEY: JULY 27, 1905-JUNE 11, 1908

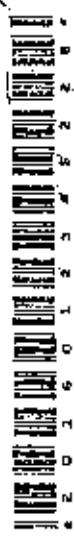
DATE OF SUBD/CONS SURVEY: MARCH 26, 2003

DATE OF APPROVED SURVEY: APRIL 28, 2003

PROBETIC ENGINEER: MARILOU L. LEGASPI

NOTES:

EDGAR D. SANTOS
REGISTER OF DEEDS



USUFRUCT AGREEMENT

This USUFRUCT AGREEMENT (the "Agreement") is made and executed this _____ day of _____, 20__ at the City of Bacoor, Province of Cavite, by and between:

The **CITY GOVERNMENT OF BACCOOR**, 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 _____, approved by the City Council of Bacoor City, Cavite dated _____, and hereinafter referred to as "**LGU BACCOOR**"

and

The **DEPARTMENT OF EDUCATION, CITY SCHOOLS DIVISION OF BACCOOR**, 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. EDITHA A. ATENDIDO**, hereinafter referred to as the "**USUFRUCTUARY**"

"**Party**" shall mean either LGU BACCOOR or the USUFRUCTUARY, as applicable, and "**Parties**" shall mean LGU BACCOOR and the USUFRUCTUARY collectively.

WITNESSETH:

WHEREAS, the LGU BACCOOR owns a parcel of land with improvements consisting of FIVE THOUSAND ONE HUNDRED TWENTY-NINE square meters (5,129 sqm) which are covered by Transfer Certificate of Title No. 057-2015052133 situated in Barangay San Nicolas, Bacoor City, Cavite, herein referred to as the "**PROPERTY**". Copy of which is hereto attached as Annex "A", and made as integral part of this Agreement;

WHEREAS, the USUFRUCTUARY is an agency of the national government, upon agreement with the LGU BACCOOR, will be using the abovementioned property located at San Nicolas, Bacoor City, Cavite as school site of the San Nicolas Elementary School;

WHEREAS, LGU BACCOOR offered the use of the said parcel of land by the USUFRUCTUARY for the establishment, construction and operation of the San Nicolas Elementary School for the benefit of the students, faculty members and personnel of the said public school;

WHEREAS, LGU BACCOOR, by tolerance, is hereby bestowing the right to use and enjoy the property provided that all necessary improvements for 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 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 BACCOOR;
 2. The USUFRUCTUARY violates any of the conditions stated herein;
 3. The USUFRUCTUARY is in bad faith and committed acts or omission 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 the management, administration and other related educational purposes of San Nicolas Elementary School.
- III. **LAND OWNERSHIP.** The ownership and title remain with and continues 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 voluntary 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 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 have 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. The USUFRUCTUARY may provide, introduce, and/or maintain proper infrastructures, perimeter fences, facilities that shall make 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;
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;
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 _____ 20__ at the City of Bacoor, Cavite, Philippines.

For LGU BACOOR:

For the USUFRUCTUARY:

HON. STRIKE B. REVILLA
City Mayor
City Resolution No. _____
Series of 202_

DR. EDITHA A. ATENDIDO
School Division Superintendent

Signed in the Presence of:

Atty. JESSON G. LABAO
OIC-City Administrator
Office of the 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 _____, 20___ personally appeared the following:

NAME	Competent proof of Identity / Number	Date and Place Issued
STRIKE B. REVILLA		
DR. EDITHA A. ATENDIDO		

This instrument, consisting of five (5) 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 _____.