



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, HON. STRIKE B. REVILLA TO SIGN THE USUFRUCT AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOR AND THE DEPARTMENT OF EDUCATION (CITY SCHOOLS DIVISION OF BACOR) FOR THE FOLLOWING PROPERTIES OF THE CITY GOVERNMENT:	PCR-205-2023	
VENUE	S.P. Session Hall, 2 nd Floor, Bacoor Government Center	1. A PARCEL OF LAND WITH AN AREA OF 1,714 SQ.M. WITH IMPROVEMENTS SITUATED AT PROGRESSIVE VILLAGE 15, MOLINO II, BACOR CITY. 2. A PARCEL OF LAND WITH AN AREA OF 2,800 SQ.M. WITH IMPROVEMENTS SITUATED AT PROGRESSIVE VILLAGE III, BAYANAN, BACOR CITY.	DATE/TIME	30 January 2023 10:30 AM

**COMMITTEE REPORT
No. EST-006-S-2023**

The Committee on Education, Science and Technology chaired by Hon. Victorio L. Guerrero, Jr. established the following:

The Local School Board (LSB) of the City of Bacoor issued a Resolution No. 04 authorizing the City Government of Bacoor to enter into a Usufruct Agreement with the Department of Education, City Schools Division of Bacoor.

The City Government of Bacoor offered the use of parcel of land by the Department of Education (DepEd) City Schools Division of Bacoor for the establishment, construction and operation of the Progressive Elementary School and Senior High School for the benefit of the students, faculty members and personnel of the said public schools.

Progressive Elementary School will be using the parcel of land covered by TCT No. T-55015 , while Progressive Senior High School will be using the parcel of land covered by TCT No. 55031.

The ownership and title remain with and continues to be in the name of the LGU Bacoor. By bestowing the right to use and enjoy the property, all necessary improvements for preservation of the said property including the payment of utilities and manpower services shall be shouldered by the DepEd City Schools Division of Bacoor while exercising the terms of usufruct agreement.

Hon. Guerrero and the members of the committee resolved that the above-mentioned subject matter be APPROVED for the benefit of the learners and faculty members to have a pleasant place to study.

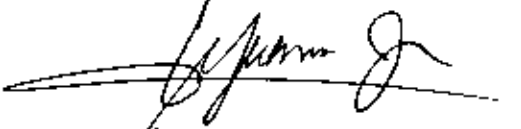
RECOMMENDATION:

During the 28th regular session of the Sangguniang Panlungsod, with the Internal Rules **SUSPENDED**, Hon. Victorio L. Guerrero, Jr. moved that the above-mentioned subject matter be **APPROVED**.

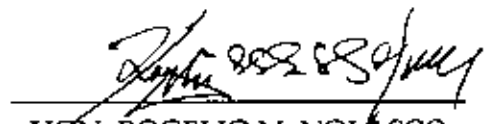
WE HEREBY CERTIFY that the contents of the foregoing report are true and correct.

Signed this 30th day of January 2023 at the City of Bacoor, Cavite.

COMMITTEE ON EDUCATION, SCIENCE AND TECHNOLOGY



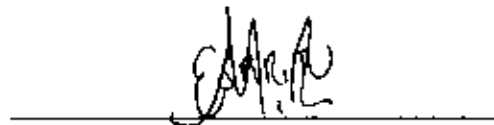
HON. VICTORIO L. GUERRERO, JR.
Chairman



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, HON. STRIKE B. REVILLA TO SIGN THE USUFRUCT AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOR AND THE DEPARTMENT OF EDUCATION (CITY SCHOOLS DIVISION OF BACOR) FOR THE FOLLOWING PROPERTIES OF THE CITY GOVERNMENT: 1. A PARCEL OF LAND WITH AN AREA OF 1,714 SQ.M. WITH IMPROVEMENTS SITUATED AT PROGRESSIVE VILLAGE 15, MOLINO II, BACOR CITY. 2. A PARCEL OF LAND WITH AN AREA OF 2,800 SQ.M. WITH IMPROVEMENTS SITUATED AT PROGRESSIVE VILLAGE III, BAYANAN, BACOR CITY.	PCR-205-2023	
VENUE	S.P. Session Hall, 2 nd Floor, Bacoor Government Center		DATE/TIME	30 January 2023 10:30 AM

MINUTES OF COMMITTEE HEARING
No. EST-006-S-2023

The Local School Board (LSB) of the City Of Bacoor resolved to pass a resolution on its regular meeting held on 08 November 2022 via video conference.

On 24 November 2022, the LSB passed a Resolution No. 04 authorizing the City Government of Bacoor to enter into two (2) Usufruct Agreements with the DepEd City Schools Division pertaining to the following properties owned and registered under the name of the City Government of Bacoor:

1. **One Thousand Seven Hundred Fourteen Square Meters (1,714 SQ.M.)** with improvements which is covered by **TCT No. T-55015** situated at **Progressive Village 15, Barangay Molino II, Bacoor City, Cavite;** and

2. **Two Thousand Eight Hundred Square Meters (2,800 SQ.M.)** with improvements which is covered by **TCT No. T-55031** situated at **Progressive Village III, Barangay Bayanan, Bacoor City, Cavite.**

The parcel of land covered by TCT No. T-55015 shall be used as existing school site of Progressive Elementary School, while the parcel of land covered by TCT No. 55031 shall be used as existing school site of Progressive Senior High School.

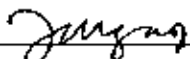
The City Government of Bacoor offered the use of the said parcel of land by the DepEd Bacoor for the establishment, construction and operation of the Progressive Elementary School and Senior High School for the benefit of the students, faculty members and personnel of the said public schools.

All necessary improvements of the said property such as payment of utilities and manpower services shall be shouldered by the DepEd City Schools Division of Bacoor. It is the obligation of the DepEd Bacoor to preserve the property to ensure the usefulness for the future use of LGU Bacoor.

The Sangguniang Panlungsod takes appropriate actions as requested by the Office of the Mayor. The Committee on Education, Science and Technology subsequently received and found that the said request will benefit and likewise give students comfortable place to study.

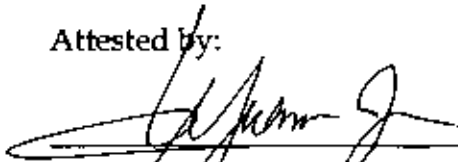
During the 28th regular session of the Sangguniang Panlungsod, with Internal Rules **SUSPENDED**, Hon. Guerrero with the members of the committee moved for the **APPROVAL** to authorize the City Mayor to sign the Usufruct Agreement between the City Government of Bacoor and the DepEd City Schools Division of Bacoor.

Prepared by:



Jenifer R. Legaspi
Local Legislative Staff Asst. 1

Attested by:



HON. VICTORIO L. GUERRERO, JR.
Presiding Officer



F,4 For First Reading: PCR 205-2023: RESOLUTION AUTHORIZING CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE USUFRUCT AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOR AND THE DEPARTMENT OF EDUCATION (CITY SCHOOLS DIVISION OF BACOR) FOR THE FOLLOWING PROPERTIES OF THE CITY GOVERNMENT:



Republic of the Philippines
Province of Cavite

CITY OF BACOR

Office of the Mayor

January 25, 2023

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



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

SUBJECT: Request for Authority to Enter Into and Sign the Usufruct Agreements


Dear Hon. Bautista-Mendiola:

Per Indorsement No. 51, series of 2023, dated January 20, 2023, submitted by the Office of the City Legal Service to the office of the undersigned on January 25, 2023, I respectfully request the esteemed members of the Sangguniang Panlungsod to perform the appropriate action that will grant me the authority to enter into and sign the abovementioned Usufruct Agreements. The said agreements are in consonance with the projects and programs of the undersigned that will be beneficial to the people of Bacoor.

Attached herewith is the aforementioned indorsement, together with its attachments, for your immediate reference.

Sincerely yours,


STRIKE B. REVILLA
City Mayor

Office of the Mayor: 
Strike B. Revilla



SBR20230477



Address: Bacoor Government Center, Bacoor West, Imp. Baywalk, City of Bacoor, Cavite
Telephone: 024-1111 Website: www.bacoor.gov.ph



Official Website



Republic of the Philippines
Province of Cavite
CITY OF BACOOR

OFFICE OF THE CITY LEGAL SERVICE

INDORSEMENT NO. 51, SERIES 2023

TO : **Hon. STRIKE B. REVILLA**
City Mayor

Thru: **Atty. PAUL MICHAEL G. SANGALANG**
Office of the Mayor

Received by: *[Signature]*
NACIA P. DELA CRUZ
Mayor's Office
2:48 pm
01/25/23

SUBJECT : **Request For Endorsement to the Sangguniang Panlungsod**

DATE : **20 JANUARY 2023**

The Local School Board (LSB), on 24 November 2022, has issued its Resolution No. 4 authorizing the City Government of Bacoor to enter into two (2) Usufruct Agreements with the Department of Education, City Schools Division of Bacoor pertaining to the following properties owned and registered under the name of the City Government of Bacoor:

- ONE THOUSAND SEVEN HUNDRED FOURTEEN SQUARE METERS (1,714 SQM)** with improvements which is covered by TCT No. T-55015 situated at Progressive Village I5, Barangay Molino II, Bacoor City, Cavite, and
- TWO THOUSAND EIGHT HUNDRED SQUARE METERS (2,800 SQM)** with improvements which is covered by TCT No. T-55031 situated at Progressive Village III, Barangay Bayanan, Bacoor City, Cavite.

The parcel of land covered by TCT No. T-55015 shall be used as existing school site of Progressive Elementary School, while the parcel of land covered by TCT No. T-55031 shall be used as the existing school site of Progressive Senior High School.

In order for this measure to be realized, a Resolution must be issued by the Sangguniang Panlungsod of Bacoor City authorizing you, Hon. Mayor Strike B. Revilla to enter into and sign the abovementioned Usufruct Agreements. Attached herewith, for your reference and as further reference of the Sangguniang Panlungsod, are the following documents: 1) copy of LSB Resolution No. 04 with its own attachments; 2) the draft Deed of Usufruct between the City and DepEd Bacoor for Progressive Elementary School; and 3) the draft Deed of Usufruct between the City and DepEd Bacoor for Progressive Senior High School.

The Office of the City Legal Service, in its capacity as LSB Secretariat hereby respectfully request your Office for an Endorsement to the Sangguniang Panlungsod requesting for authority to enter into and sign the abovementioned Usufruct Agreements. Thank you for your assistance.

Respectfully,

[Signature]
ATTY. REY MARCO B. MENDOZA
Office of the City Legal Services





Republic of the Philippines
Province of Cavite
CITY OF BACOOR

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

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

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LOCAL SCHOOL BOARD RESOLUTION NO. 04
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 PROPERTIES UNDER TRANSFER CERTIFICATE OF TITLE NOS. T-55015 COVERING AN AREA OF ONE THOUSAND SEVEN HUNDRED FOURTEEN SQUARE METERS (1,714 SQM) SITUATED AT PROGRESSIVE 15, BARANGAY MOLINO II, AND T-55031 COVERING AN AREA OF TWO THOUSAND EIGHT





HUNDRED SQUARE METERS (2,800 SQM) SITUATED AT PROGRESSIVE VILLAGE III, BARANGAY BAYANAN, BACOOR CITY, PROVINCE OF CAVITE, FOR THE USE OF THE PROGRESSIVE ELEMENTARY SCHOOL AND PROGRESSIVE SENIOR HIGH SCHOOL, RESPECTIVELY.

WHEREAS, the CITY GOVERNMENT OF BACOOR is the registered owner of two parcels of land consisting of ONE THOUSAND SEVEN HUNDRED FOURTEEN SQUARE METERS (1,714 SQM) with improvements which is covered by TCT No. T-55015 situated at Progressive Village 15, Barangay Molino II, Bacoor City, Cavite, and TWO THOUSAND EIGHT HUNDRED SQUARE METERS (2,800 SQM) with improvements which is covered by TCT No. T-55031 situated at Progressive Village III, Barangay Bayanan, Bacoor City, Cavite;

WHEREAS, the DEPARTMENT OF EDUCATION, CITY SCHOOLS DIVISION OF BACOOR, an agency of the national government, upon agreement with the CITY GOVERNMENT OF BACOOR intends to make use of the above-mentioned properties as existing school site of the Progressive Elementary School and Progressive 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 Progressive Elementary School and Senior High School for the benefit of the students, faculty members and personnel of the said public schools;

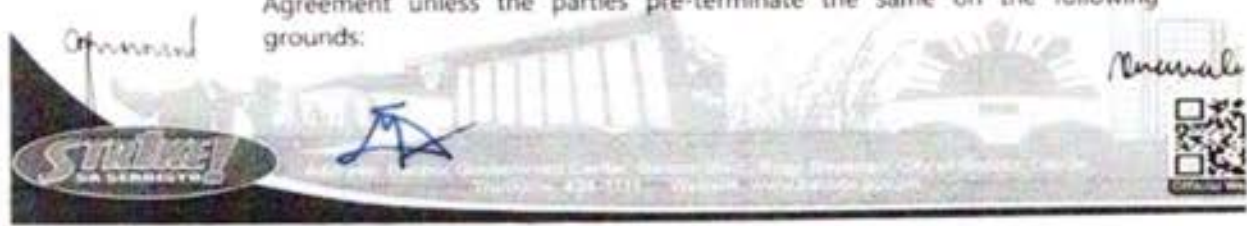
WHEREAS, the CITY GOVERNMENT OF BACOOR, by tolerance, is hereby bestowing the right to use the property provided that all necessary improvements for the preservation of the said property, including the payment of utilities and manpower services shall be shouldered by the DEPARTMENT OF EDUCATION, CITY 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 Property;

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:

- 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 Progressive Elementary School and Senior High School.

Section 3. LAND OWNERSHIP. The ownership and titles shall remain with and shall continue 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. Voluntarily surrender the possession and the return or vacate the property without need of demand upon the 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;
4. Not alienate or transfer its usufructuary rights, or do anything thereon which may be prejudicial to the rights of the CITY GOVERNMENT OF BACOR;





5. Be obliged to notify the CITY GOVERNMENT OF 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. 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 BACCOOR;
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 BACCOOR. The CITY GOVERNMENT OF BACCOOR shall:

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



Section 6. TERMINATION OF THE DEED OF USUFRUCT. The CITY GOVERNMENT OF BACCOOR or the DEPARTMENT OF EDUCATION, CITY SCHOOLS DIVISION OF BACCOOR 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 BACCOOR, the DEPARTMENT OF EDUCATION, CITY SCHOOLS DIVISION OF BACCOOR 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 Bacoor City, to the exclusion of all other courts.


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.

Approved

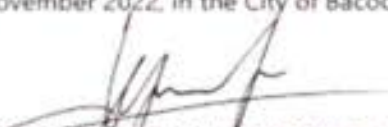
City Government of Bacoor, Cavite

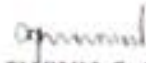
Personal





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 E. 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:


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

Approved:


HON. STRIKE B. REVILLA
Bacoor City Mayor
Chairman





REGISTRY OF DEEDS OF PROVINCE OF CAVITE

Page 2-A 7-5000

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

MEMORANDUM OF ENCUMBRANCES

(When necessary use this page for the recitation of the technical description)

Entry No. _____

(Memorandum of Encumbrances continued on Page -B)
(Technical Description continued on Additional Sheet _____, Page -C)

Register of Deeds

GOVERNMENT COPY • GOVERNMENT COPY • GOVERNMENT COPY



This is a Certified True Copy of TCT T-65031 on file at Registry of Deeds of Province of Cavite. 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 LUCITA BAMBA

Ref No: 2022022761 OR No: 1026575756
Date: 10/18/2022 OR Date: Oct 18 2022
Time: 05:18:24 PM Amt Paid: 2164.05

[BACK](#)



REGISTERED COPY OF TCT T-55031

Page 2 of 2

(Continuation of the Memorandum of Encumbrances from Page -A-)

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

GOVERNMENT COPY • GOVERNMENT COPY • GOVERNMENT COPY

(Continued on Page -C-)

Registry of Deeds



This is a Certified True Copy of TCT T-55031 on file at Registry of Deeds of Province of Cavite. This consists of 4 page(s) and does not require a manually affixed signature pursuant to R.A. No. 8702. Printed at Registry of Deeds of Province of Cavite, Bacoor City Branch. Requested By: LUCITA BAMBIA

Ref No: 2022012261 OR No: 1026675756
Date: 10/18/2022 OR Date: Oct 18 2022
Time: 02:12:04 PM Amt. Paid: 2104.00

[BACK](#)



REGISTERED MEMORANDUM OF ENCUMBRANCE

Page 2 of 4 T-55071

(Continuation of the Memorandum of Encumbrance from Page 1)

THE REGISTERED OWNER IS REQUESTED TO UPGRADE THE "PAPER TITLE" TO "COMPUTERIZED TITLE" FOR FASTER TRANSACTIONS.

GOVERNMENT COPY • GOVERNMENT COPY • GOVERNMENT COPY

(Continued on Additional Sheet) Page _____ Register of Deeds _____



This is a Certified True Copy of TCT T-55031 on file at Registry of Deeds of Province of Cavite. This consists of 4 pages and does not require a manually affixed signature pursuant to R.A. No. 8762. Printed at Registry of Deeds of Province of Cavite, Baloor City Branch Requested By LUCITA BAMBIA

Ref No. 2022012751 OR No. 1026575756

Date 10/18/2022 OR Date Oct 18 2022

Time 02:19:28 PM Amt Paid 2164.00

[BACK](#)



Republic of the Philippines
Province of Cavite
City of Bacoor

145 Impulse

TAX DECLARATION OF REAL PROPERTY

TD No. **19-238-0058-04968**

PIN 022-03-0020-05-197-0000

Owner: MUN. OF BACCOOR

TIN: 62362

Email Address:

Address: BACCOOR CAVITE

Telephone No.:

Administrator/Beneficial User:

TIN:

Address: BACCOOR, CAVITE

Telephone No.:

Location of Property:

BAYANAN (SAN NICOLAS) CITY OF BACCOOR,
(Barangay/District) (Old Barangay) (City & Provin

(Number and Street)

OCT/TCT/CCT/CLOA No. T-55031

Survey No. PSD-42896

Cadastral Lot: PORT OF LOT 4623

Lot No. 40 OPEN SPACE

Blk No.

Boundaries:

North: REFER TO TITLE

South:

East:

West:

KIND OF PROPERTY ASSESSED:

LAND
 BUILDING

MACHINERY
Brief

No. of Storeys:

Others
Specify

Brief Description

Classification	Area	Market Value	Actual Use	Assessment Level	Assessed Value
RESIDENTIAL (OPEN SPACE)	2000.00000 sqm	14,504,000.00	RESIDENTIAL	30%	4,351,200.00
Total: P/ps		14,504,000.00	Total: P/ps		4,351,200.00

Total Assessed Value ONE MILLION FOUR HUNDRED FIFTY THOUSAND FOUR HUNDRED AND XX / 100
(Amount in Words)

Taxable

Exempt

Effectivity of Assessments
/Reassessment:

1st	2021
Qtr.	Yr.

Approved By:

JOSE LITO M. MALLARE, REA 346

03/09/2021

NOA No. 2021-238-249255

City Assessor

Date

This declaration cancels TD No. 19-238-0042-04161

Owner: MUN. OF BACCOOR

Previous AV (Land) P/ps 912,800.00

Memoranda: RPT (P&T) RPT

NOTE: CORRECTION OF LOCATION FROM SAN NICOLAS RTC BAYANAN

Notes: * This instrument is for informational purposes only and does not constitute a tax assessment. It is subject to the final assessment prepared by the assessor and the final assessment as determined by the assessor. This instrument is subject to the provisions of the Local Government Code of 1991 (RA 7160) and other laws, rules and regulations that may apply to the assessment of real property.



REPUBLIC OF THE PHILIPPINES
CITY OF BACOOR
OFFICE OF THE CITY ASSESSOR

OWNER'S COPY

Notice of Assessment

2021-238-149265

(Notice of Assessment No.)

Property Owner: MUN. OF BACOOR

March 09, 2021

Date

Address: BACOOR CAVITE / BACOOR, CAVITE

Sir/Madam,

This is to inform you that the real property/ies indicated hereunder is/are assessed for the year 2021 in this City and ownership of which is/are stated in your name for taxation purposes. As well as for subsequent years until you are informed of any changes, i.e.:

Transaction Code	TDN/ASPN	Property Identification Number	Location of Property	Kind	Classification	Actual Use	Assessment Level	Market Value	Assessed Value
EP	ES-238-0018-01954		BACOOR	1	RESIDENTIAL	RESIDENTIAL	30%	14,504,000.00	1,450,400.00
TOTAL								14,504,000.00	1,450,400.00

1.00

Signature and Printed Name

Date

JOSE LITO M. MALDAME, REA 346
CITY ASSESSOR

The real property listed on the above mentioned document is pursuant to Section 217 of R.A. 7160, otherwise known as the Local Government Code of 1991, as amended for income tax purposes on real property.

Should you have any objection to the Office of the City Assessor, you may file a written appeal with the Office of the City Assessor, within the period specified in the notice.

City 2020 Property Tax Assessment Program pursuant to Section 217, Vis. 1186 of the Revenue Code of the Philippines is subject to adjustment by the Department of the Interior and Local Government (DILG) under the Local Government Code of 1991, as amended.

Local Property Tax (LPT) is subject to the reduction of the assessed value for the year 2021. (Sec. 18 of RA 7160).





REPUBLIC OF THE PHILIPPINES DEPARTMENT OF JUSTICE

Book No. Page 33

Transfer Form No. 400 (Revised September, 1994)

THE REGISTERED OWNER IS REMINDED TO UPGRADE THE "FAKED TITLE" TO "CONSIDERED TITLE" FOR FASTER TRANSACTIONS

REPUBLIC OF THE PHILIPPINES DEPARTMENT OF JUSTICE Land Registration Commission REGISTRY OF DEEDS FOR THE PROVINCE OF CAVITE

Transfer Certificate of Title No. T-55015

It is hereby certified that certain land situated in the Municipality of ... bounded and described as follows:

A parcel of land ... bounded and described as follows: ...

It is entered in accordance with the provisions of the Land Registration Act in the name of ...

... thereof in fee simple, subject to such of the encumbrances mentioned in Section 20 of said Act as may be subsisting, and as subject to the limitations and conditions ...

It is further certified that said land was originally registered on the ... day of ... in the year ... in the Registration Book of the Office of the Register of Deeds of ... Volume ... page ... as Original Certificate of Title No. ... pursuant to Decree No. ... issued in L. R. C. ... Record No. ...

This certificate is a transfer from ... Certificate of Title No. ... as ...



Entered at the City of ... Philippines, on the ... day of ... in the year ... at ...

Attest: ...

* State the civil status, name of spouse if married, age if a minor, citizenship and residence of the registrant ...



This is a Certified True Copy of TCT T-55015 on file at Registry of Deeds of Province of Cavite. 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: LICITA SAMBA

Ref No: 2022012761 OR No: 1026575736 Date: 10/18/2022 OR Date: Oct 18 2022 Time: 02:18:42 PM Amt Paid: 2164.00

BACK

GOVERNMENT COPY • GOVERNMENT COPY • GOVERNMENT COPY



REGISTRY OF DEEDS

Page 2 of 4 Y - 1000

MEMORANDUM OF ENCUMBRANCES

(When necessary use this page for the continuation of the technical description)

Entry No. _____

THE REGISTERED OWNER IS REQUESTED TO UPGRADE THE "PAPER TITLE" TO "COMPUTERIZED TITLE" FOR FASTER TRANSACTIONS

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(Memorandum of Encumbrances continued on Page _____ -B)
(Technical Description continued on Additional Sheet _____ Page _____ -C)

Expire of Power



This is a Certified True Copy of TCT T-55015 on file at Registry of Deeds of Province of Cavite. 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 LUCITA BANBA

Ref No. 2022012261 OR No. 1026570196
Date 10/18/2022 OR Date Oct 18 2022
Time 02:15:52 PM Amt Paid 2104.00

[BACK](#)



REGISTRATION OF TRANSFER OF REAL PROPERTY

Page 5 -B T- 55015

THE REGISTERED NUMBER IS REQUIRED TO UPGRADE THE "PAPER TITLE" TO "COMPUTERIZED TITLE" FOR FASTER TRANSACTIONS.

(Continuation of the Memorandum of Encumbrance from Page 4)

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(Continued on Page 6)
Department of Deeds



This is a Certified True Copy of TCT T-55015 on file at Registry of Deeds of Province of Cavite. This consists of 4 page(s) and does not require a manually affixed signature pursuant to R.A. No. 8792. Divided at Registry of Deeds of Province of Cavite, Bacoor City Branch Requested By LUCITA BAMBIA

Ref No: 2022012761 OR No: 1026578796
Date: 10/18/2022 OR Date: Oct 18 2022
Time: 05:18:42 PM Amt Paid: 2194.00

[BACK](#)

(Continuation of the Memorandum of Encumbrances from Page -0-)

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

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(Continued on Additional Sheet) Page _____ Report of Title _____



This is a Certified True Copy of TCT T-55015 on file at Registry of Deeds of Province of Cavite. This consists of 4 pages 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 LUCITA BAMBIA.

Ref No. 2022012101 OR No. 1026575196
Date 10/18/2022 OR Date Oct 18 2022
Time 08:18:42 PM Amt Paid 2164.05

[BACK](#)



Republic of the Philippines
Province of Cavite
City of Bacoor

TAX DECLARATION OF REAL PROPERTY

TD No. **19-238-0065-08195**

Owner: MUNICIPALITY OF BACOOR

DOC STAMP TAX PAID UNDER OR # 2411

PIN 238-00-0065-003-36

TIN: 00011662

Email Address:

Telephone No.:

TIN:

Telephone No.:



Address: BACOOR, CAVITE

Administrator/Beneficial User:

Address:

Location of Property: PROGRESSIVE VILLAGE 15
(Number and Street)

MOLINDI

(Barangay/District)

(MAMBOG) CITY OF BACOOR, CA

(Old Barangay)

(City & Province)

OCT/TCT/CCT/CLOA No. T-55015

Cadastral Lot: PORT OF LOT 4653-A, PSD-75934

Survey No. PSD-109315

Lot No. 1

Blk No. 7

Boundaries:

North: NE ROAD LOT 6

South: SW ROAD LOT 7

East: SE LOT 3, LOT 2

West: NW ROAD LOT 1

KIND OF PROPERTY ASSESSED:

LAND

Classification	Area	Market Value	Actual Use	Reassessment Level	Assessed Value
RESIDENTIAL	1734.00000 sqm	5,279,120.00	RESIDENTIAL	50%	2,639,560.00
Total: P/p		<u>5,279,120.00</u>	Total: P/p		<u>2,639,560.00</u>

Total Assessed Value FIVE HUNDRED TWENTY-SEVEN THOUSAND NINE HUNDRED TEN AND XX / 100
(Amount in Words)

Taxable Exempt

Effectivity of Assessment /Reassessment:

RPT: _____ DAY / DATE
TR: _____ DAY / DATE
CAR: _____ DAY / DATE

1st 2022
Qtr. Yr.

Approved By:

SGD JOSE LITO M. MALLARE, REA 346

07/07/2022

NOA No. 2022-238-250441

City Assessor

Date

This declaration cancels TD No. 19-238-0065-07585-PART

Owner: PROGRESSIVE REAL ESTATE DEVT CORP

Previous AV (Land) P/p 6,064,520.00

Memoranda: CHANGE OF TAXABILITY FROM TAXABLE TO EXEMPT. | UPDATING OF ISSUED UPON THE REQUEST OF DONATED TO THE MUNICIPALITY OF BACOOR SINCE 1971. ECD FOR

Note: * This declaration is for real property located within the city and the valuation is based on the schedule of assessment values prepared for the assessment and has been approved by the Department, pursuant to the Local Government Code (Republic Act No. 9164) and the Local Government Code (Republic Act No. 9164) and shall be subject to the assessment and valuation of real property for the purposes.



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 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 _____, 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. EDITHA A. ATENDIDO**, 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 ONE THOUSAND SEVEN HUNDRED FOURTEEN square meters (1,714 sqm) which are covered by Transfer Certificate of Title No. T-55015 situated in Barangay Molino 2, 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 BACOOR, will be using the abovementioned property located at Barangay Molino 2, Bacoor City, Cavite as school site of the Progressive Elementary School.

WHEREAS, LGU BACOOR offered the use of the said parcel of land by the USUFRUCTUARY for the establishment, construction and operation of the Progressive Elementary 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 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 Progressive 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 BACCOOR:

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 BACOOR) 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 _____