



Republic of the Philippines  
Province of Cavite  
City of Bacoor



## 5<sup>th</sup> SANGGUNIANG PANLUNGSOD

### COMMITTEE ON HOUSING, LAND UTILIZATION AND URBAN DEVELOPMENT

### COMMITTEE REPORT NO. HLUUD 008 S-2023

Subject: **RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE DEED OF USUFRUCT AMONG THE CITY GOVERNMENT OF BACOOR, INDUSTRIAL TECHNOLOGY DEVELOPMENT INSTITUTE (ITDI), DEP-ED-BACOOR AND CAVITE STATE UNIVERSITY (CAVSU) PERTAINING TO A LOT OWNED BY ITDI TO BE USED FOR THE ESTABLISHMENT OF THE BACOOR SCIENCE HIGH SCHOOL AND EXPANSION OF CAVSU-BACOOR UNDER TCT NO. T-1564981 WITH AN AREA OF 16,781 SQUARE METERS, MORE OR LESS. PCR 313-2023 dated 29 May 2023.**

This report resolves to sign the deed of usufruct among the City Government of Bacoor, Industrial Technology Development Institute (ITDI), Dep-Ed Bacoor, and Cavite State University (CAVSU) dated 06 June 2023. Thus, the committee respectfully reports that:

The "GRANTOR" and the "GRANTEES" of the said matter:

- The INDUSTRIAL TECHNOLOGY DEVELOPMENT INSTITUTE (ITDI), a government agency under the DEPARTMENT OF SCIENCE AND TECHNOLOGY (DOST), was created under Executive Order No. 128 s 1987, with office address at DOST Compound, Gen. Santos Avenue, Bicutan, Taguig City, Metro Manila, represented herein by its Director, Dr. ANNABELLE V. BRIONES; hereinafter referred to as "GRANTOR"; and the "GRANTEES" are
- The DEPARTMENT OF EDUCATION (DepEd) – CITY SCHOOLS DIVISION BACOOR, a government agency, with office address at Bacoor Government Center, DepEd Building Brgy. Bayanan, City of Bacoor represented by its Schools Division Superintendent, Ms. EDITHA M. ATENDIDO, who is duly authorized to act in the instance and for this purpose;
- The CAVITE STATE UNIVERSITY (CAVSU) is a state university created under Republic Act No. 8468, with office address at Indang, Cavite, represented herein by its President, Dr. HERNANDO D. ROBLES, who is duly authorized to act in this instance and for this purpose; and
- The CITY GOVERNMENT OF BACOOR, a local government unit with office address at Bacoor Government Center, Barangay Bayanan, Bacoor City, Cavite, represented herein by the Mayor, HON. STRIKE B. REVILLA, who is duly authorized to act in this instance and for this purpose.



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### Findings:

The foregoing discussion clearly showed that the INDUSTRIAL TECHNOLOGY DEVELOPMENT INSTITUTE (ITDI) is the absolute owner of a parcel of land situated in Barangay Molino III, Bacoor, Cavite, covered by Transfer Certificate of Title No. T-164918 contains an aggregate area of Sixteen Thousand Seven Hundred Eighty-One (16,781) square meters, more or less, and is described as Lot No. 5559-C. The ITDI desires to give to the DEPARTMENT OF EDUCATION (DepEd) – CITY SCHOOLS DIVISION BACOOR, the CAVITE STATE UNIVERSITY (CAVSU), and the CITY GOVERNMENT OF BACOOR the right to usufruct over the said property, with the latter having the full right to the use and enjoyment of the fruits of the property, and in return they assume the obligation to preserve the property during the term of the usufruct.

### RECOMMENDATION:

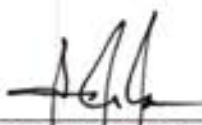
After a thorough evaluation, the committee determines that the said deed of usufruct is beneficial to the City of Bacoor, wherein the DepEd and the CAVSU can utilize the said PROPERTY. The committee **APPROVED** the proposed resolution.

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

Signed this 13<sup>th</sup> day of June 2023 at the City of Bacoor, Cavite.

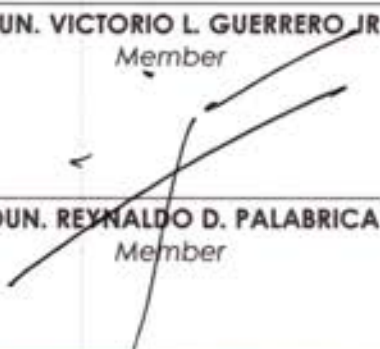
**Committee on Housing, Land Utilization and Urban Development**

  
\_\_\_\_\_  
**COUN. ALDE JOSELITO F. PAGULAYAN**  
Chairman

  
\_\_\_\_\_  
**COUN. ADRELITO G. GAWARAN**  
Vice Chairman

(DECEASED)

\_\_\_\_\_  
**COUN. VICTORIO L. GUERRERO JR.**  
Member

  
\_\_\_\_\_  
**COUN. REYNALDO D. PALABRICA**  
Member





Republic of the Philippines  
Province of Cavite  
City of Bacoor



## 5<sup>th</sup> SANGGUNIANG PANLUNGSOD

### COMMITTEE ON HOUSING, LAND UTILIZATION AND URBAN DEVELOPMENT

#### EXCERPT FROM THE MINUTES OF 45<sup>TH</sup> REGULAR SESSION NO. HLUUD 008 S-2023

Subject: **RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE DEED OF USUFRUCT AMONG THE CITY GOVERNMENT OF BACOOR, INDUSTRIAL TECHNOLOGY DEVELOPMENT INSTITUTE (ITDI), DEP-ED-BACOOR AND CAVITE STATE UNIVERSITY (CAVSU) PERTAINING TO A LOT OWNED BY ITDI TO BE USED FOR THE ESTABLISHMENT OF THE BACOOR SCIENCE HIGH SCHOOL AND EXPANSION OF CAVSU-BACOOR UNDER TCT NO. T-1564981 WITH AN AREA OF 16,781 SQUARE METERS, MORE OR LESS. PCR 313-2023 dated 29 May 2023.**

The Presiding Officer, Hon. Vice-Mayor Rowena Bautista-Mendiola presided over the 45<sup>th</sup> Regular Session of the 5<sup>th</sup> Sanggunian Panlungsod dated 29 May 2023.

A letter dated 22 May 2023 of Hon. City Mayor Strike B. Revilla to Vice-Mayor Bautista-Mendiola. Re: REQUEST FOR AUTHORITY TO ENTER INTO AND SIGN THE DEED OF USUFRUCT AMONG THE CITY GOVERNMENT OF BACOOR, INDUSTRIAL TECHNOLOGY DEVELOPMENT INSTITUTE (ITDI), DEPED-BACOOR AND CAVITE STATE UNIVERSITY BACOOR.

The members of the committee conducted an evaluation of the said resolution. Hon. Coun. Alde Joselito F. Pagulayan informed the members that the term for usufruct is for twenty-five (25) years. The grantees of that have a full right to use and enjoy the fruits of the property, in return they assume the obligation to preserve the property during the said term. Since the internal rules were already suspended, he then moved for the APPROVAL of the said resolution, members unanimously seconded the motion and was declared APPROVED by the Chair.

The session moved to the ADJOURNMENT.

Prepared By:

  
**PETER ADRIAN F. BORJA**  
Local Legislative Staff I

Attested By:

  
**COUN. ALDE JOSELITO F. PAGULAYAN**  
Chairman  
Committee on Housing, Land Utilization  
And Urban Development



**F.1.4 For First Reading: PCR 313-2023 – RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE DEED OF USUFRUCT AMONG THE CITY GOVERNMENT OF BACOOR, INDUSTRIAL TECHNOLOGY DEVELOPMENT INSTITUTE (ITDI), DEPED-BACOOR AND CAVITE STATE UNIVERSITY (CAVSU) PERTAINING TO A LOT OWNED BY ITDI TO BE USED FOR THE ESTABLISHMENT OF THE BACOOR SCIENCE HIGH SCHOOL AND EXPANSION OF CAVSU-BACOOR UNDER TCT NO. T-164981 WITH AN AREA OF 16,781 SQUARE METERS, MORE OR LESS.**



Republic of the Philippines  
Province of Cavite  
**CITY OF BACOOR**

*Office of the Mayor*

May 22, 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 Deed of Usufruct among the City Government of Bacoor, Industrial Technology Development Institute (ITDI), Deped-Bacoor and Cavite State University Bacoor**

Dear Hon. Bautista-Mendiola

Per letter, dated April 26, 2023, submitted to the undersigned by Representative Lani Mercado-Revilla concerning the above-mentioned subject, 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 Deed of Usufruct. The Deed of Usufruct covers a 16,781 sq.m. lot owned by the Industrial Technology Development Institute (ITDI) with TCT No. T-164981 located in the City of Bacoor for the establishment or use of its 10,000 sq.m., more or less, for Bacoor Science High School and the other 6,700 sq.m., more or less, to be used for the expansion of Cavite State University-Bacoor.

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

Sincerely yours,

  
**STRIKE B. REVILLA**  
City Mayor

Office of the Mayor **Strike B. Revilla**



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Republic of the Philippines  
House of Representatives  
**OFFICE OF CONGRESSMAN LANI MERCADO-REVILLA**  
2<sup>nd</sup> Legislative District, Province of Cavite

April 26, 2023

**Hon. Strike B. Revilla**  
City Mayor  
City of Bacoor, Cavite

**Dear Mayor Strike:**

This is to formally endorse the attached draft Deed of Utuluct between the INDUSTRIAL TECHNOLOGY DEVELOPMENT INSTITUTE (ITDI) and the City Government of Bacoor, the Department of Education - Bacoor (DepED-Bacoor) and Cavite State University - Bacoor (CVSU-Bacoor) for the use of a 16,781 sq.m. property at the "DOST property" in Malinao II, for review by your City Legal and for approval by the Sangguniang Panlungsod and for issuance of authority to sign.

The ITDI is the owner of a 16,781 sq.m land registered under TCT No. T-164981. ITDI is an attached agency of the Department of Science and Technology. The lands of ITDI in Bacoor City has been dedicated for housing project for DOST employees under a presidential proclamation. ITDI agreed in a meeting with the undersigned to dedicate this parcel of land for educational purposes only.

Undersigned filed House Bill No. 8229 for the establishment of a Bacoor City National Science High School which will require atleast one hectare of land. Thus, this subject matter property has been delineated to dedicate 10,000 sq.m for Bacoor Science HS and the rest about 6,780 sq.m will be used for the expansion of CVSU-Bacoor.

This Utuluct is being executed in order to comply with the requirements of the law and DepED Order No. 42 series of 2014. This draft has attached has already been reviewed by the ITDI legal and also by the CVSU Board.

Hoping that your good office will find this draft Utuluct in order.

Thank you for your support and prompt response. Godspeed!

Truly yours,

  
LANI MERCADO-REVILLA

<b>OFFICE OF THE CITY MAYOR CITY OF BACOOR, CAVITE</b>	
Reference no.:	<u>0942</u>
Received by:	<u>KARRA</u>
Date / Time:	<u>26.04.23 / 2:16</u>
(046) 481-4770 Loc. 417 7:00-7:00 PM	

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## DEED OF USUFRUCT

### KNOW ALL MEN BY THESE PRESENTS:

This Deed of Usufruct is made and entered into by and between

The **INDUSTRIAL TECHNOLOGY DEVELOPMENT INSTITUTE (ITDI)**, a government agency under the **DEPARTMENT OF SCIENCE AND TECHNOLOGY (DOST)**, created under Executive Order No. 128, s. 1987, with office address at DOST Compound, Gen. Santos Avenue, Bicutan, Taguig City, Metro Manila, represented herein by its Director, **Dr. ANNABELLE V. BRIONES**, hereinafter referred to as "GRANTOR"

-and-

The **DEPARTMENT OF EDUCATION (DepEd) – CITY SCHOOLS DIVISION BACOOR**, a government agency, with office address at Bacoor Government Center, DepEd Building, Brgy. Bayanan, City of Bacoor, represented by its Schools Division Superintendent, **Ms. EDITHA M. ATENDIDO**, who is duly authorized to act in this instance and for this purpose.

The **CAVITE STATE UNIVERSITY (CAVSU)**, a state university created under Republic Act No. 8465, with office address at Indang, Cavite, represented herein by its President, **Dr. HERNANDO D. ROBLES**, who is duly authorized to act in this instance and for this purpose.

The **CITY GOVERNMENT OF BACOOR**, a local government unit, with office address at Bacoor Government Center, Barangay Bayanan, Bacoor City, Cavite, represented herein by its Mayor, **Hon. STRIKE B. REVILLA**, who is duly authorized to act in this instance and for this purpose.

Hereinafter referred to as "GRANTEES"

### WITNESSETH THAT:

**WHEREAS**, the **GRANTOR** is the absolute owner of a parcel of land situated in Barangay Molino III, Bacoor, Cavite, covered by **Transfer Certificate of Title No. T-164918**, containing an aggregate area of **Sixteen Thousand Seven Hundred Eighty-One (16,781)** square meters, more or less, and described as **Lot No. 5559-C**, herein referred to as the "**PROPERTY**".

**WHEREAS**, the **GRANTOR** desires to give to the **GRANTEES** the right of usufruct over the said property, with the latter having the full right to the use and enjoyment of the fruits of the property, and in return, they assume the obligation to preserve the property during the term of the usufruct.

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**NOW THEREFORE**, for and in consideration of the mutual agreements, covenants and stipulations hereinafter set forth, the **GRANTOR** hereby transfers and conveys unto the **GRANTEES** the property, to wit:

1. **Ten Thousand Square Meters (10,000) square meters** to the DepEd-Bacoor, for the establishment of the **Bacoor City National Science and Technology High School**; and
2. **Six Thousand Seven Hundred Eighty-One (6,781) square meters** to the **CAVSU**, for the expansion of the university's Bacoor Campus, advancing particularly science and technology-related courses;

which the **GRANTEES** graciously accept, and in light of the foregoing premises, the **PARTIES** hereby agree to the following terms and conditions:

1. **TERM.** The term of the usufruct shall be for a period of **Twenty-five (25) years** from the signing of this Agreement, renewable for another 25 years, as long as the property is to be used for educational purposes, and provided that **Notice of Intent to Renew** shall be sent to the **GRANTEES** at least **Sixty (60) days** immediately prior to the expiry date of this Deed.
2. **LAND OWNERSHIP.** The ownership and title of the property remains with and continues to be in the name of the **GRANTOR**. All permanent structures, developments and improvements made in the property shall be owned by the **GRANTOR** upon the termination of this agreement, and that the **GRANTEES** shall not be compensated for any cost of development and improvement on the property. In no case shall the **GRANTOR** be liable for any loss, damage, or injury that may arise by reason of the enjoyment of the fruits of said property by the **GRANTEES**.
3. **ROLE OF THE LOCAL GOVERNMENT UNIT.**
  - a) The City of Bacoor shall bear the burden of maintaining the common areas and roads within the vicinity of the property, sustain peace and order within the property, and provide assistance to DepEd-Bacoor and CAVSU-Bacoor in developing the site for the purposes above-stated.
  - b) Notify and seek approval of ITDI-DCST through its Director, the sole authorized person, in case additional construction of building or project will be undertaken;
  - c) Reciprocate the use of the PROPERTY by installing perimeter fences of the remaining ITDI Molino Properties with a total of **ninety-six four hundred eighty-two (96,482) square meters**, as follows:
    1. Lot No. 5559-A, TCT No. T-164916, Area: 3,804 square meters
    2. Lot No. 5560, TCT No. T-22857, Area: 22,167 square meters

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3. Lot No. 6390-A, TCT No. T-164921, Area: 30,511 square meters

4. Lot No. 7161-B, TCT No. T-79924, Area: 40,000 square meters

To safeguard government properties from unintended occupants and preserve the interest of the ITDI-DOST employees and pursue the housing site as ordered in Executive Order No. 137.

- 4. **FEES.** The **GRANTEES** shall pay and be liable for all taxes, licenses, permits, duties, levies, and such other charges as the Government or any of its agencies and instrumentalities may impose by reason of and arising from this agreement and its implementation.
- 5. **BINDING EFFECT.** This Agreement shall be binding upon the parties hereto and their successors-in-interest.

IN WITNESS WHEREOF, the parties hereunto set their hands this \_\_\_ day of \_\_\_\_\_, 2023 at the City of Bacoor, Province of Cavite, Philippines.

**INDUSTRIAL TECHNOLOGY  
DEVELOPMENT INSTITUTE-DOST**

By

**DR. ANNABELLE V. BRIONES**  
Director, ITDI

**DEPARTMENT OF EDUCATION-  
CITY SCHOOLS DIVISION  
BACCOOR**

**CAVITE STATE UNIVERSITY**

By

**BABYLON M. PAMBID CESO VI**  
Schools Division Superintendent

By

**Dr. HERNANDO D. ROBLES**  
President

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CITY GOVERNMENT OF BACOOR

by

Hon. STRIKE B. REVILLA  
Mayor

SIGNED IN THE PRESENCE OF:

Rep. LANI MERCADO-REVILLA  
House Representative, 2<sup>nd</sup> District  
Province of Cavite

Engr. REYNALDO L. ESGUERRA  
Chairman, Molino Housing Project

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## ACKNOWLEDGMENT

Republic of the Philippines )  
City of \_\_\_\_\_ ) S.S.

x-----x

BEFORE ME, a Notary Public for and in the above jurisdiction this day of \_\_\_\_\_ personally appeared:

Name	Government Valid ID	Place and Date of Issuance	Expiration Date
ANNABELLE V. BRIONES			
EDITHA M. ATENDIDO CESO V			
HERNANDO D. ROBLES			
STRIKE B. REVILLA			

Known to me to be the same persons who executed the foregoing instrument, consisting of four(4) pages, including this page wherein this acknowledgment is written, signed by parties and their instrumental witnesses and sealed with my notarial seal, which they acknowledged before me as their free and voluntary act and deed.

**WITNESS MY HAND AND NOTARIAL SEAL.**

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2023.

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