



Republic of the Philippines
Province of Cavite
City of Bacoor



5th SANGGUNIANG PANLUNGSOD

COMMITTEE ON HOUSING, LAND UTILIZATION AND URBAN DEVELOPMENT

COMMITTEE REPORT NO. HLUUD 009 S-2023

Subject: **RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE DEED OF USUFRUCT BETWEEN THE CITY GOVERNMENT OF BACOOR AND THE INDUSTRIAL TECHNOLOGY DEVELOPMENT INSTITUTE (ITDI), PERTAINING TO A LOT OWNED BY THE LATTER WITH AN AREA OF 22,167 SQUARE METERS UNDER TCT NO. T-22857 DEDICATED FOR THE CONSTRUCTION OF BUILDINGS FOR INSTITUTIONAL PURPOSES TO BE USED BY THE LOCAL GOVERNMENT OF THE CITY OF BACOOR, CAVITE. PCR 314-2023 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 "OWNER" and the "USUFRUCTUARY" of the said matter:

- The INDUSTRIAL TECHNOLOGY DEVELOPMENT INSTITUTE (ITDI) formerly the National Institute of Science and Technology (NIST), is a government agency under the DEPARTMENT OF SCIENCE AND TECHNOLOGY (DOST), created by virtue of Executive Order No. 128, 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 "OWNER"; and
- The CITY GOVERNMENT OF BACOOR, a local government unit and the component city created under Republic Act No. 10160, with office address at Bacoor Government Center, Bacoor Boulevard, Bayanan, Bacoor City, Cavite represented by its City Mayor, Strike B. Revilla, herein referred to as "USUFRUCTUARY".

Hereunder are the pertinent facts about the subject matter:

- The OWNER owns a parcel of land described as Lot No. 5560, consisting of an area of 22,167 square meters, situated at Barangay Molino III, Bacoor, Cavite, covered by Transfer Certificate of Title No. T-22857, herein referred to as the "PROPERTY"; and
- The USUFRUCTUARY, through the Office of Congresswoman Lani Mercado-Revilla 19th Congress, representing the 2nd Legislative District of the Province of Cavite,



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has identified the above-stated PROPERTY for the purpose of institutional developments as proposed by the City Government of Bacoor (a copy of the relevant development plan duly approved by the City Development Council is made an integral part of this Agreement).

Findings:

The foregoing discussion clearly showed that the OWNER is willing to enter into a usufruct agreement with the USUFRUCTUARY. As an act of liberality and generosity, the OWNER voluntarily and freely transfers and conveys the PROPERTY to the USUFRUCTUARY, which the latter hereby accepts, and in consideration of the foregoing premises, the Parties hereby agree to terms and conditions.

RECOMMENDATION:

After a thorough review, the committee **APPROVED** the resolution by determining that the said deed of usufructuary is advantageous for the City Government of Bacoor in establishing its institutional developments.

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

Signed this 13th day of June 2023 at the City of Bacoor, Cavite.

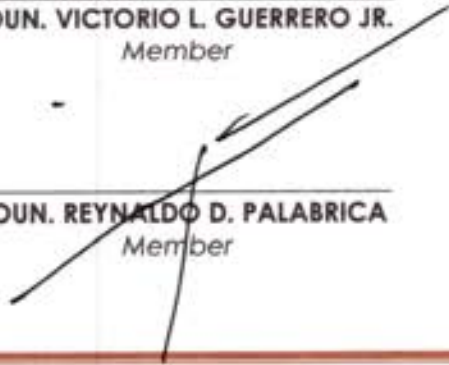
Committee on Housing, Land Utilization and Urban Development


COUN. ALDE JOSELITO F. PAGULAYAN
Chairman


COUN. ADRIELITO 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



5th SANGGUNIANG PANLUNGSOD

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

**EXCERPT FROM THE MINUTES 45TH REGULAR SESSION
NO. HLUUD 009 S-2023**

Subject: **RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE DEED OF USUFRUCT BETWEEN THE CITY GOVERNMENT OF BACOOR AND THE INDUSTRIAL TECHNOLOGY DEVELOPMENT INSTITUTE (ITDI), PERTAINING TO A LOT OWNED BY THE LATTER WITH AN AREA OF 22,167 SQUARE METERS UNDER TCT NO. T-22857 DEDICATED TO THE CONSTRUCTION OF BUILDINGS FOR INSTITUTIONAL PURPOSES TO BE USED BY THE LOCAL GOVERNMENT OF THE CITY OF BACOOR, CAVITE. PCR 314-2023 dated 29 May 2023.**

The Presiding Officer, Hon. Vice-Mayor Rowena Bautista-Mendiola presided over the 45th Regular Session of the 5th 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 BETWEEN THE CITY GOVERNMENT OF BACOOR AND INDUSTRIAL TECHNOLOGY DEVELOPMENT INSTITUTE (ITDI).

The members of the committee conducted an evaluation. Since the internal rules were already suspended, the said resolution was declared APPROVED by the Acting Chair upon the motion of Hon. Alde Joselito F. Pagulayan which was seconded by the members.

The session moved to the ADJOURNMENT.

Prepared By:


PETER ADRIAN F. BORJA
Local Legislative Staff I

Attested By:


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



F.1.5 For First Reading: PCR 314-2023 – RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE DEED OF USUFRUCT BETWEEN THE CITY GOVERNMENT OF BACOOR AND THE INDUSTRIAL TECHNOLOGY DEVELOPMENT INSTITUTE (ITDI), PERTAINING TO A LOT OWNED BY THE LATTER WITH AN AREA OF 22,167 SQUARE METERS UNDER TCT NO. T-22857 DEDICATED FOR THE CONSTRUCTION OF BUILDINGS FOR INSTITUTIONAL PURPOSES TO BE USED BY THE LOCAL GOVERNMENT OF THE CITY OF BACOOR, CAVITE.

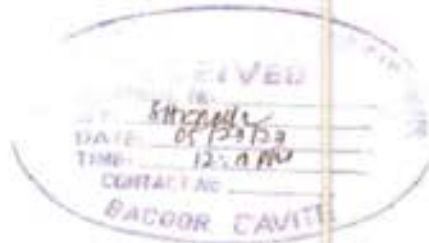


Republic of the Philippines
Province of Cavite
CITY OF BACOOR

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 between the City Government of Bacoor And Industrial Technology Development Institute (ITDI)**

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 22,167 sq. m. lot owned by the Industrial Technology Development Institute (ITDI) with TCT No. T-22857 located in the City of Bacoor to be dedicated for institutional purposes of the City Government of 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



SBR20230707



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Republic of the Philippines
House of Representatives
OFFICE OF CONGRESSWOMAN LANI MERCADO REVILLA
2nd 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 (s/s) Deed of Usufruct between the INDUSTRIAL TECHNOLOGY DEVELOPMENT INSTITUTE (ITDI) and the City Government of Bacoor, for the use of a 22,167 sq.m. property at the "DOST property" in Molino II, for review by your City Legal and for approval by the Sangguniang Panlungsod, and for issuance of authority of the City Mayor to sign.

The ITDI is the owner of a 22,167 sq.m. land registered under TCT No. T-22657. 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 for institutional purposes of the City government.

Integral part of the the proposed agreement is the approval of a development plan for the entire land that would serve as the scope and limitation of the Usufructuary, and also for the City to immediately secure and occupy the land and preserve the same from illegal and covert entry of unauthorized entities for illicit purposes.

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

Thank you for your support and prompt response. Godspeed!

Truly yours,


LANI MERCADO - REVILLA

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DEED OF USUFRUCT

KNOW ALL MEN BY THESE PRESENTS:

This Deed of Usufruct, hereinafter referred to as the "Deed", executed this ____ day of _____ 2022 in _____ by and between:

The **INDUSTRIAL TECHNOLOGY DEVELOPMENT INSTITUTE (ITDI)** formerly **National Institute of Science and Technology (NIST)**, a government agency under the **DEPARTMENT OF SCIENCE AND TECHNOLOGY (DOST)** created by virtue of Executive Order No. 128, 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 "**OWNER**".

-and-

The **CITY GOVERNMENT OF BACOOD**, a local government unit and component city created under Republic Act No. 10160, with office address at Bacoor Government Center, Bacoor Boulevard, Bayanan, Bacoor City, Cavite represented by its City Mayor, **Edwin Strike B. Revilla**, herein referred to as "**USUFRUCTUARY**".

WITNESSETH THAT:

WHEREAS, the **OWNER** owns a parcel of land described as Lot No. 5560, consisting of an area of 22,167 square meters, situated at Barangay Molino III, Bacoor, Cavite, covered by Transfer Certificate of Title No. T-22857, herein referred to as the "**PROPERTY**" and more particularly described as follows:

TCT No. T-22857

"A PARCEL OF LAND (Lot 5560, Imus Estate, GLRO Rec. No. 8843) Beginning at a point marked "1" of Lot 5560, Imus Estate, being N. 2-58 E., 685.30 m. from Mon. No. 177, Imus Estate, thence N. 82-44 W., 85.30 m. to point 2; S 5-43 E., 73.40 m. to point 3; S. 33-09 E., 77.20 m. to point 4; S. 30-38 E., 8.80 m. to point 5; S 7-34 E., 17.50 m. to point 6; S. 87-26 E., 15.60 m. to point 7; S. 89-18 E., 16.30 m. to point 8; S. 80-44 E., 9.30 m. to point 9; N. 48-31 E., 105.10 m. to point 10; N. 1-02 W., 122.5 m. to point 11; S. 55-40 W., 72.20 m. to point 12; N 84-48 W., 29.80 m. to point 1; point of beginning. Containing an area of TWENTY TWO THOUSAND ONE HUNDRED SIXTY SEVEN (22,167) SQUARE METERS. All points are marked on the ground by Old points. Bounded on the N., along line 1-2, by Lot 5559, Imus Estate; on the W. and SW., along lines 2-3-4-5-6, by Road; on the S. and SE. along lines 6-7-8-9-10, Molino Dam; on the E., along line 10-11 by River; and on the N., along lines 11-12-1, by Lot 5559, Imus Estate, bearings true.

This lot was surveyed in accordance with law and existing regulations promulgated thereunder from July 27, 1905 to June 11, 1908 "

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WHEREAS, the USUFRUCTUARY, through the Office of Congresswoman Lahi Mercado-Revilla, 19th Congress, representing the 2nd Legislative District of the Province of Cavite, has identified the above-stated PROPERTY for the purpose of institutional developments as proposed by the City Government of Bacoor (copy of relevant development plan duly approved by the City Development Council is made integral part of this Agreement).

WHEREAS, the OWNER is willing to enter into a usufruct agreement with the USUFRUCTUARY, subject to the terms and conditions herein.

NOW THEREFORE, as an act of liberality and generosity, the OWNER voluntarily and freely transfers and conveys the PROPERTY to the USUFRUCTUARY, which the latter hereby accepts, and in consideration of the foregoing premises, the PARTIES hereby agree to the following terms and conditions:

1. **PURPOSE OF THE USUFRUCT** The USUFRUCT shall be used for the establishment of institutional developments approved by the City Government of Bacoor, incorporated in attached development plan.
2. **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 solely for the purpose above-stated, provided that Notice of Intent to Renew shall be sent to the USUFRUCTUARY at least Thirty (30) days immediately prior to the expiry date of this DEED.
3. **LAND OWNERSHIP** The ownership and title of the property remains with and continues to be in the name of the OWNER. All permanent structures, developments and improvements made in the PROPERTY shall be owned by the OWNER upon termination of this agreement and that the OWNER shall not compensate the USUFRUCTUARY for any cost of development/improvement on the property.
4. **PRESERVATION** The USUFRUCTUARY shall bear the burden of preserving the property, ensuring its usefulness for the future use of the OWNER, maintaining peaceful existence within the property and paying all necessary expenses for the preservation and improvement of the said property.
5. **OTHER TERMS AND CONDITIONS.**
 - 5.1. The OWNER shall not be held liable for damages on account of death or injury to any person or destruction of property arising from the operation and maintenance of such PROPERTY.
 - 5.2. The more or less Four Thousand Five Hundred square meter (4,500 sq.m.) portion of the property subject of an existing Usufruct Agreement with the OWNER, in favor of the offices of Barangay Molino III executed on _____ will remain in effect, and shall become part and integral to this Agreement.
 - 5.3. This Agreement shall be binding upon the parties hereto and their successors-in-interest and shall be annotated on the title TCT No. T-161918 under the Memorandum of Encumbrances with the consent of the OWNER.

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INDUSTRIAL TECHNOLOGY
DEVELOPMENT INSTITUTE-DOST

CITY GOVERNMENT OF BACOLOR

By:

ANABELLE V. BRIONES, Ph.D.
Director, ITDI

EDWIN STRIKE B. REVILLA
City Mayor

SIGNED IN THE PRESENCE OF:

Representative LANI MERCADO-REVILLA
2nd Legislative District, Province of Cavite

Secretary Renato U. Solidum Jr.
Department of Science and Technology

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BEFORE ME, a Notary Public, this ___ day of _____, 2023 personally
appeared the following:

NAME	Competent proof of Date and Place issued Identity / Number
ANABELLE V. BRIONES	
EDWIN STRIKE B. REVILLA	

This instrument, consisting of three (3) 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 2023

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