





### 5th SANGGUNIANG PANLUNGSOD

# COMMITTEE ON HOUSING, LAND UTILIZATION AND URBAN DEVELOPMENT

#### COMMITTEE REPORT

NO. HLUUD 045 S-2023

Subject: RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN A DEED OF USUFRUCT BETWEEN THE CITY GOVERNMENT OF BACOOR AND THE DepEd CITY SCHOOLS DIVISION OF BACOOR, OVER A PORTION OF AN OPEN SPACE AT MOLINO ROAD, BARANGAY MOLINO I, BACOOR CITY, CAVITE FOR THE EXCLUSIVE USE OF THE STUDENTS, FACULTY MEMBERS AND OTHER AUTHORIZED PERSONNEL OF CIUDAD DE STRIKE INTEGRATED SCHOOL. PCR 316-2023 dated 29 May 2023.

Acting on the deed of usufruct with the DepEd City Schools Division over a partition of an open space at Molino Road, Barangay Molino I, was referred to the committee by the Sangguniang Panlungsod Presiding Officer Hon. Rowena Bautista-Mendiola, during the 45th Regular Session, dated 29 May 2023.

The CITY GOVERNMENT OF BACOOR, is a unit duly organized and existing under the laws of the Republic of the Philippines, with principal office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, represented herein by the City Mayor, Hon. Strike B. Revilla; and

The DEPARTMENT OF EDUCATION, CITY SCHOOLS DIVISION OF BACOOR, a government entity directly attached to the Department of Education, with principal office address at DepEd Building Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite.

## Findings:

It is clearly shown that the LGU BACOOR is the true and absolute owner of the identified portions of one (1) open space located at Molino Road, Molino I, Bacoor City Province of Cavite consisting of Two Thousand Eight Hundred Twenty Three square meters (2,823 sqm). LGU BACOOR desires to give the USUFRUCTUARY 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 property during the term of agreement.

### RECOMMENDATION:

Upon careful study of the matter, the Council respectfully recommends the outright APPROVAL of the deed of usufruct between the City Government of Bacoor and the DepEd City Schools Division of Bacoor.



# Republic of the Philippines Province of Cavite City of Bacoor

# 5th SANGGUNIANG PANLUNGSOD

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

Signed this 20th day of May 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

COUN. SIMPLICIO G. DOMINGUEZ

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 OF THE 45th REGULAR SESSION NO. HLUUD 045 S-2023

Subject: RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN A DEED OF USUFRUCT BETWEEN THE CITY GOVERNMENT OF BACOOR AND THE DEP-ED CITY SCHOOLS DIVISION OF BACOOR, OVER A PORTION OF AN OPEN SPACE AT MOLINO ROAD, BARANGAY MOLINO I, BACOOR CITY, CAVITE FOR THE EXCLUSIVE USE OF THE STUDENTS, FACULTY MEMBERS AND OTHER AUTHORIZED PERSONNEL OF CIUDAD DE STRIKE INTEGRATED SCHOOL. PCR 316-2023 dated 29 May 2023.

The Presiding Officer Hon. Rowena Bautista-Mendiola, during the 45<sup>th</sup> Regular Session, dated 29 May 2023. Upon careful study f the matter, the said resolution was declared APPROVED by the Chair upon motion of Hon. Pagulayan. It was unanimously seconded by the members.

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.1.9 For First Reading: PCR 316-2023 - RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE USUFRUCT AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND THE DEPARTMENT OF EDUCATION, CITY SCHOOLS DIVISION OF BACOOR, OVER A PORTION OF AN OPEN SPACE AT MOLINO ROAD, BARANGAY MOLINO I, BACOOR CITY, CAVITE FOR THE EXCLUSIVE USE OF STUDENTS, FACULTY MEMBERS AND OTHER AUTHORIZED PERSONNEL OF CIUD AD DE STRIKE INTERGRATED SCHOOL.



May 24, 2023

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

THRU:

Atty, Khalid Atega, Jr.

Sangguniang Panlungsod Secretary

SUBJECT:

Request for Authority to Enter Into and Sign the Usufruct Agreement between the City Government of Bacoor And Deped - City Schools Division of Bacoor re: Ciudad

HE SAMBGUNIANO

37 1014

PHOWUI

De Strike Integrated School

Dear Hon. Bautista-Mendiola:

Per Endorsement No. 315, Series of 2023, issued by the Office of the City Legal Service, requesting the undersigned for endorsement and request for the proper authority to enter into and sign the Deed of Usufruct with the Department of Education – City Schools Division of Bacoor regarding the Ciudad de Strike Integrated School, I respectfully request the esteemed members of the Sangguniang Panlungsod to perform the appropriate action that will great me the authority to enter into and sign perform the appropriate action that will grant me the authority to enter into and sign the abovementioned Usufruct Agreement.

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

Sincerely yours, STRIKE B. REVILLA City Mayor





Province of Cavite
CITY OF BACOOR

# OFFICE OF THE CITY LEGAL SERVICE

## **ENDORSEMENT NO. 315 SERIES 2023**

TO

RE:

Hon. STRIKE B. REVILLA

City Mayor

Office of the City Mayor

Thru

Atty. PAUL MICHAEL G. SANGALANG

Office of the City Mayor

REQUESTFOR APPROVAL AND SUBSEQUENT ENDORSEMENT TO

THE SANGGUNIANG PANLUNGSOD

DEED OF USUFRUCT between the City Government of Baccor and the

Department of Education - City Schools Division of Baccor

Re: CIUDAD DE STRIKE INTEGRATED SCHOOL

DATE:

24 May2023

Respectfully endorsing to your good office the draft DEED OF USUFRUCT between the City Government of Bacoor and the Department of Education – City Schools Division of Bacoor re: CIUDAD DE STRIKE INTEGRATED SCHOOL.

The City Government of Bacoor is the true and absolute owner of the identified portion of an open space located at Molino Road, Molino I, Bacoor City, Province of Cavite consisting of Eight Hundred Twenty-Three (2,823) square meters indicated in the technical description, as attached. The City Government of Bacoor desires to give the Department of Education – City Schools Division of Bacoor the right of usufruct over the property for a period of twenty-five (25) years, solely and exclusively for education purposes only.

Also attached in this letter is a copy of Deed of Donation entered into between the City Government of Bacoor and Social Housing Finance Corporation signed and notarized dated 29 December 2022.

All things having been found to be in order, we hereby endorse to your good office the above-mentioned documents for your approval and subsequent endorsement to the Sangguniang Panlungsod for issuance of an authority to enter into this Deed of Usufruct. Thank you for your usual support and Godspeed.

By Authority of the City Legal Officer,

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





#### **USUFRUCT AGREEMENT**

This USUFRUCT AGREEMENT (the "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date") in the City of Bacoor, Province of Cavite, by and between:

The CITY GOVERNMENT OF BACOOR, a local government unit duly organized and existing under the laws of the Republic of the Philippines, with principal office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, represented herein by its City Mayor, Hon. STRIKE B. REVILLA, pursuant to his authority conferred and embodied in City Resolution No. \_\_\_\_\_\_, Series of 20\_\_\_\_, duly approved by the City Council of Bacoor 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 office address at DepEd Building, Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, represented herein by its School Division Superintendent 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 is the true and absolute owner of the identified portions of one (1) open space located at Molino Road, Molino I, Bacoor City Province of Cavite consisting of Two Thousand Eight Hundred Twenty-Three square meters (2.823 sqm) specifically indicated in the attached Technical Description marked as Annex 'A' and made an integral part of this Agreement covered by Transfer Certificate of Title (TCT) No. 167-2016030606 registered in the Registry of Deeds for the Province of Cavite:

WHEREAS, LGU BACOOR desires to give the USUFRUCTUARY 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 this Agreement;

NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants hereinafter contained, the parties hereby agree as follows:

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 Thirty (30) days immediately prior to the expiry date of this Agreement.



- PURPOSE OF THE USUFRUCT. The usufruct shall be used solely and exclusively by the students, faculty members and other authorized personnel of the USUFRUCTUARY.
- III. LAND OWNERSHIP. The ownership and title of the property remains with and continues to be in the name of the LGU BACOOR. All permanent structures, developments and improvements made in the property shall be owned by LGU BACOOR upon termination of this Agreement, and that the USUFRUCTUARY shall not be compensated for any cost of development and improvement on the property. In no case shall the LGU BACOOR be liable for any loss, damage, or injury that may arise by reason of the enjoyment of the fruits of said property by the USUFRUCTUARY.

#### IV. RIGHTS AND OBLIGATIONS OF THE USUFRUCTUARY.

- The USUFRUCTUARY shall voluntarily surrender possession and return or vacate the property without need of demand upon expiration of the Agreement;
- The USUFRUCTUARY shall not sell, dispose, mortgage, encumber, transfer, assign, tolerate the use by a third party, or use as collateral unless with the written consent of the LGU BACOOR;
- The USUFRUCTUARY shall not enter into any other agreements that will involve use of property intended without the consent of the LGU BACOOR;
- The USUFRUCTUARY shall not alienate or transfer its USUFRUCTUARY rights, or do anything thereon which may be prejudicial to the rights of the LGU BACOOR;
- 5. The USUFRUCTUARY shall be obliged to notify LGU BACOOR 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.
- The USUFRUCTUARY may provide, introduce, and/or maintain proper infrastructures, perimeter fences, facilities that shall make property sustainable and viable for use;
- The USUFRUCTUARY shall be responsible for maintaining the cleanliness and peace and order in the area;
- The USUFRUCTUARY shall not use the property for any unlawful or illegal act

#### V. RIGHTS AND OBLIGATIONS OF THE LGU BACOOR.

- 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;
- 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) day prior written notice which contains the specific valid reason/s for termination.

# VII. OTHER TERMS CONDITIONS

- 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, Province of Cavite, to the exclusion of all other courts.

this	IN WITNESS WHEREOF, the partie day of 20	es have hereunto affixed their signatures, at the City of Bacoor, Cavite, Philippines
ForL	GU BACOOR:	For the USUFRUCTUARY:
	CITY GOVERNMENT OF BACOOR	DEPARTMENT OF EDUCATION, CITY SCHOOLS DIVISION OF BACOOR
	HON. STRIKE B. REVILLA	S. C.

SIGNED IN THE PRESENCE OF

Atty. JESILY DARLA MAE G. GUTIERREZ
Office of the City Legal Services

City Mayor City Resolution No. \_ Series of 20\_\_\_

Ms. ELIZABETH F. OCAMPO
Administrative Officer V,
Non-Academic Personnel of Public
Schools

Schools Division Superintendent



# ACKNOWLEDGMENT

NAME	Competent proof of Identity / Number	Date and Place Issued
Hon, STRIKE B. REVILLA	To so the sound of	
This instrument,	consisting of (x) pages, inciriten, has been signed on the le	eft margin of each and e
acknowledgement is wo page thereof by the con seal.	cerned parties and their witnesse	s, and source manny



# ANNEX "A"

LOT 1, (LRC) PCS-

A PARTEL OF LAND (LOT 1, (LDC) Pos-Molino I, City of Bacoor , Province of Cavite, Island of Luren.

Beginning at a point marked "1" on the plan, being N. 64 deg. 45' W., 1,024.71 m. from No. 178, Inus Estate:

47.25 m. to point 2: 0.96 m. to point 3: 0.99 m. to point 4: thence N. 70 deg. 42' E., N. 79 deg. 43' E., N. 89 deg. 06' E., thence 1.62 m. to point 5: S. 74 deg. 36' E., thence 2.44 m. to point 6; 5. 44 deg. 36' E., thence 27 deq. 15' E., 2.95 m. to point 7; 33.87 m. to point 8; 2.40 m. to point 9; S. 18 deg. 55' E., S. 08 deg. 33' E., thence thence 3.37 m. to point 10: 5. 05 deg. 46' E., 1.94 m. to point 11: 0.91 m. to point 17: 5. 10 deg. 39' W., thence S. 40 deg. 16' W., chence 1.15 m. to point 13; 13.91 m. to point 14; S. 89 dag. 13' M., N. 87 dag. 14' M., N. 86 dag. 39' M., thence chence 22.55 m. to point 15/ thence 15.32 m. to point 16; N. 86 deg. 31' W., N. 86 deg. 31' W., thence 27.64 m. to point 17; 3.07 m. to point 18: 2.04 m. to point 19: thence 74 deq. 06' N., thence thence N. 55 deg. 36' N., thence N. 67 deg. 21' N., 5.21 m. to point 20; 6.31 m. to point 21; 3.17 m. to point 22; 85 deg. 59' N., 56 deg. 26' W., 62 deg. 46' N., thence thence ŝ. 1.56 m. to point 23; 1.39 m. to point 24: 1.19 m. to point 25: 1.93 m. to point 26: 5. thence: s. 86 deg. 40' W., N. 75 deg. 47' W., thence N. 71 deg. 35' N., N. 71 deg. 35 N., N. 67 deg. 14 N., N. 34 deg. 39 N., N. 14 deg. 53 N., N. 00 deg. 02 N., 1.30 m. to point 1.17 m. to point thence thence 291 1.63 m. to point 29; thence. thence 321 1.45 m. to point thence N. 22 deg. 15' E., 1.67 m. to point 31; thence N. 22 deg. 15' E., thence N. 35 deg. 42' E., thence N. 65 deg. 52' W., thence N. 68 deg. 42' E., thence N. 70 deg. 58' E., thence N. 70 deg. 42' E., thence 1.92 m. to point 32; 1.24 m. to point 33; 2.25 m. to point 34; 10.42 m. to point 35/ 31.91 m. to point of beginning.

containing an area of TWO THOUSAND EIGHT HUNDRED TWENTY THREE (2,823) 50.M. All points referred to are indicated on the plan and are marked on the ground as follows: point 2 by Old P.S., point 3 by Old P.S., point 6 by Old P.S., point 5 by Old P.S., point 6 by Old P.S., and the rest by P.S. cyl. conc. point 5 by Old P.S., point 6 by Old P.S., and the rest by P.S. cyl. conc. point 5 by Old P.S., and the rest by P.S. cyl. conc. point 5 by Old P.S., and that of the subd. survey, , and was approved on

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ENGR. ARTHUR S. SAN JOSE Geodetic Engineer



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Page 3 of 5



#### DEED OF DONATION

KNOW ALL MEN BY THESE PRESENTS:

This DEED OF DONATION is made and executed by:

SOCIAL HOUSING FINANCE CORPORATION, a government-owned and controlled corporation created under Executive Order No. 272, Series of 2004, wish principal office address at 15th floor, BDO Plaza Building, 8737 Paseo de Roxes, Makati City, represented herein by its President and CEO, MR. FEDERICO A. LAXA, bereinafter referred to as the DONOR;

#### IN FAVOR OF

CITY GOVERNMENT OF BACOOR, a public corporation existing under Philippine laws, with principal office address at Molino Blvd 4102 Bacoor City. Cavite, Philippines, represented herein by its City Mayor, STRIKE B. REVILLA, hereinafter referred to as the DONEE;

#### ANTECEDENTS

WHEREAS, the DONOR granted a loan to CIUDAD DE STRIKE HOMEOWNERS ASSOCIATION, INC., -2 a community association located at Brgy. Melinol Bacoor City, Cavite, under its HIGH-DENSITY HOUSING (HDH) PROGRAM LOAN for the purpose of acquiring the lot, developing the site, and/or constructing residential building/s for the benefit of the eligible member-beneficiaries; and

WHEREAS, the DONOR and CIUDAD DE STRIKE HOMEOWNERS ASSOCIATION, INC. - 2 executed a usufructuary agreement, dated July 1, 2016, whereby the former as OWNER of the property, allowed the latter, as USUFRUCTUARY, to occupy the land, consisting of Thirty-Nine Thousand Five Hundred Twenty-Nine square meters (39,529 sq.m.), more or less situated at Brgy. Molino 1, Bacoor City, Cavite.

#### WITNESSETH:

WHEREAS, the DONOR is the true and absolute owner of the identified portions of two open spaces located at Molino Road, Molino I. Bacoor City, Cavite, consisting of [/] Two Thousand Eight Hundred Twenty-Three square meters (2.823 sq.m.), specifically indicated in the attached Technical Description as "Annex A" and made an integral part of this Deed, and [/]One Thousand Three Hundred Seventy-One square meters and Seventy-Two square decimeter (1,371.72 sq.m.) more or less, specifically indicated in the attached Technical Description as "Annex B" and made an integral part of this Deed, covered by Transfer Certificate of Title (TCT) Nos. T315018 and 057-2012007392 registered in the Registry of Deeds for the Province of Cavite; and



WHEREAS, the DONOR intends to transfer and convey, by way of donation, the abovementioned portions of open spaces to the DONEE considering that the latter has already constructed a multi-purpose building and school on the said open spaces.

Page 1 of 3





NOW THEREFORE, for and in consideration of the DONOR's liberality, the DONOR, hereby TRANSFERS and CONVEYS, by way of DONATION, unto the DONEE, its assigns and successors in interests, the above-described property, subject to the following terms and conditions:

- That the DONOR affirms that this donation is not made with intent to deceive its creditors, and that it has reserved for itself sufficient funds and proporty;
- That the DONEE hereby accepts and receives this donation made in its favor by the DONOR, and hereby manifests its gratefulness for the latter's kindness and generosity;
- That DONEE shall shoulder all applicable taxes including but not limited to doner's tax, registration fees, documentary stamp tax, transfer tax, and other related taxes and fees pertaining to the Donation and transfer of the titles to its name;
- 4. That the DONEE shall maintain the donated properties upon signing of this Deed; and
- That the donated properties shall be exclusively used for the purpose for which it was donated. Failure to comply by the DONEE will render the donation null and void.

IN WITNESS WHEREOF, the DONOR has hereunto set his/her hands this \_\_\_\_ day of \_\_\_\_\_\_\_, Philippines.

SOCIAL HOUSING FINANCE CORPORATION DONOR

Represented by:

MR. FEDERICO A. LAXA
President and CEO 95-4

With acceptance:

CITY GOVERNMENT OF BACOOR DONEE

Represented by:

STRIKE B. REVILLA

Mayor

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Page 2 of 3



Ar	ATTY JESSON GETES LABAC
VICTORIA B. BALIMBIN	ATTY JESSON GETES LABAC

BEFORE ME, Notary Public personally appeared on \_\_\_\_ following:

Name	Evidence of Identity	Date & Place of Issue
MR. FEDERICO A. LAXA		
STRIKE B. REVILLA		

known to me and to be known to be the same persons who executed the foregoing Deed of Donation, and acknowledged to me that the same are their own free and voluntary act and deed.

This instrument consists of three (3) pages, including the page whereof this acknowledgment is written, have been signed on the left margin of each and every page by the parties and their witnesses and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, I have hereunto set my hand and seal in the place and date above mentioned.

Doc. No. 350; Page No. 71; Book No. 5V; Series of 20 22;

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Page 3 of 3



# ANNEX "A"

TECHNICAL DESCRIPTIONS LOT 1, (LAC) Pos-\_

situated in the Barangay of A PARCEL OF LAND (LOT 1, (LPC) Pcm- situated in Molino I, City of Baccor , Province of Cavite, Island of Luces.

Bounded on the N., NE., E., SE., S., along lines 1-2-2-4-5-6-7-8-9-10-11-12-13-14-13-16 by LOT 3, (LRC) PCS-2, and on the SW., W., NM., along lines 16-17-18-19-20-21-22-23-24-25-26-27-28-29-37-31-32-33-34-35-1 by LOT 2, (LRC) Pcs-2.

Beginning at a point marked "1" on the plan, being N. 64 deg. 45' M., 1,024.71 m. from Hon No. 178, Inus Estate:

## a point marked "1" on the plan, being N. 6
from Hon No. 178, Imus Entate:

thence M. 70 deg. 42' E., 47.25 m. to point 21
thence N. 89 deg. 43' E., 0.96 m. to point 31
thence N. 89 deg. 66' E., 0.99 m. to point 41
thence S. 74 deg. 36' E., 1.62 m. to point 51
thence S. 74 deg. 36' E., 2.44 m. to point 51
thence S. 27 deg. 15' E., 2.95 m. to point 61
thence S. 15 deg. 35' E., 3.37 m. to point 71
thence S. 15 deg. 35' E., 3.37 m. to point 72
thence S. 10 deg. 39' M. 1.94 m. to point 101
thence S. 10 deg. 39' M. 1.94 m. to point 101
thence S. 40 deg. 16' M. 0.91 m. to point 112
thence S. 89 deg. 13' M. 1.15 m. to point 113
thence N. 86 deg. 39' M. 22.55 m. to point 131
thence N. 86 deg. 31' M. 13.91 m. to point 141
thence N. 86 deg. 31' M. 27.64 m. to point 161
thence N. 74 deg. 06' M. 3.07 m. to point 161
thence N. 55 deg. 36' M. 2.04 m. to point 171
thence N. 55 deg. 36' M. 2.04 m. to point 171
thence N. 55 deg. 36' M. 2.04 m. to point 201
thence S. 56 deg. 26' N. 3.17 m. to point 201
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thence N. 71 deg. 35' N. 1.39 m. to point 221
thence N. 71 deg. 35' N. 1.39 m. to point 271
thence N. 71 deg. 35' N. 1.39 m. to point 271
thence N. 72 deg. 14' N. 1.30 m. to point 271
thence N. 73 deg. 37' N. 1.19 m. to point 271
thence N. 74 deg. 35' N. 1.93 m. to point 271
thence N. 75 deg. 47' N. 1.19 m. to point 271
thence N. 70 deg. 52' N. 1.24 m. to point 301
thence N. 68 deg. 42' E. 2.75 m. to point 301
thence N. 68 deg. 42' E. 2.75 m. to point 301
thence N. 68 deg. 42' E. 2.75 m. to point 301
thence N. 68 deg. 42' E. 2.75 m. to point 301
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thence N. 70 deg. 58' R. 10.42 m. to point 301
thence N. 70 deg. 58' R. 10.42 m. to point 301 1.24 m. to point 33; 2.25 m. to point 34; 10.42 m. to point 35; 31.91 m. to point of beginning,

containing an area of TWO THOUSAND EIGHT MUNDRED TWENTY THREE (7.823) SQ.N. All points referred to are indicated on the plan and are marked on the ground as follows: point 2 by Old F.S., point 3 by Old F.S., point 4 by Old F.S., point 5 by Old F.S., point 6 by Old F.S., and the rest by F.S. cyl. conc. mcns. 15x40 cm.; Bearings: true; date of original survey, , and that of the subd. survey, , and was approved on

EMGR. ARTHUR S. SAN JOES Geodetic Engineer



# Annex "B"

### TECHNICAL DESCRIPTION

Lot Number: 4619 (Portion) Area: 1,371.72 sqm

Lot Description:

Line	Bearing	Distance
1-2	N. 61 deg. 3' E.	31.04 m
2-3	N 8 deg. 23' W.	13.00 mi
3-4	N. 47 deg. 12 E.	8.73 m
4-5	N. 71 deg. 7 E.	6.58 m
5-6	S. 23 deg. 19 E.	3.47 m
6-7	N. 64 deg. 44° E.	9.50 m
7-8	S. 18 deg. 53' E	32.76 m
0.9	5. 71 deg. 7 W.	57.50 m
9-1	N. 18 deg. 53' W.	13.36 m



