



COMMITTEE ON EDUCATION, SCIENCE AND TECHNOLOGY,
COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES
AND
COMMITTEE ON HOUSING AND LAND UTILIZATION AND URBAN
DEVELOPMENT

JOINT COMMITTEE REPORT
NO. EST 026 S-2024

Office of the Sangguniang Panlungsod
Received by: Janet Pring
Date: 09 AUG 2024
Time: 1:44 pm

Subject: *A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A DEED OF USUFRUCT FOR AND ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH THE DEPARTMENT OF EDUCATION, CITY SCHOOL DIVISION OFFICE OF BACOOR FOR THE OPERATION AND CONSTRUCTION OF MOLINO ELEMENTARY SCHOOL-ANNEX IN BAHAYANG PAG-ASA, BARANGAY MOLINO V, BACOOR CITY, CAVITE. (PCR 634-2024 dated 29 July 2024)*

Acting on the proposed resolution as abovementioned subject title dated 05 August 2024. The said resolution was referred to the committee by the Sangguniang Panlungsod Presiding Officer, Hon. Rowena Baulista-Mendiola, during the 101st regular session held on 29 July 2024.

The LGU Bacoor owns a parcel of land with improvements consisting of Four Thousand Nine Hundred Seventy-Four square meters (4,974 sqm.), which is covered by Transfer Certificate of Title (TCT) No. T-166705 is situated at Block 16, Lot 7, Barangay Molino V, Bacoor City, Cavite.

The Department of Education (DepEd), as the Usufructuary, an agency of the national government, upon agreement with the LGU Bacoor, will be using the abovementioned property located at Molino V, Bacoor City, Cavite, as the school site of the Molino Elementary School - Annex in Bahayang Pag-Asa.

FINDINGS:

On 28 February 2024, the Local School Board of the City of Bacoor convened to discuss Resolution No. 2, entitled "A RESOLUTION AUTHORIZING THE CITY GOVERNMENT OF BACOOR TO ENTER INTO A USUFRUCT AGREEMENT WITH THE DEPARTMENT OF EDUCATION, CITY SCHOOLS DIVISION OF BACOOR PERTAINING TO THE PROPERTY UNDER TRANSFER CERTIFICATE OF TITLE NO. T-166706 COVERING AN AREA OF FOUR THOUSAND NINE HUNDRED SEVENTY-FOUR SQUARE METERS (4,974 SQM) SITUATED AT BLOCK 16 LOT 7, BARANGAY MOLINO V, BACOOR CITY, PROVINCE OF CAVITE, FOR THE USE OF THE MOLINO ELEMENTARY SCHOOL-ANNEX IN BAHAYANG PAG-ASA."





The LGU Bacoor has proposed to grant the DepEd the use of a parcel of land for the establishment, construction, and operation of the Molino Elementary School-Annex in Bahayang Pag-Asa. This arrangement is intended to benefit the students, faculty members, and personnel of the aforementioned public school. Under this agreement, the LGU Bacoor permits the Usufructuary to use and enjoy the property, provided that all necessary improvements for its preservation, including the payment of utilities and manpower services, are borne by the Usufructuary. The Usufructuary shall be responsible for maintaining the property, ensuring its usefulness for future use by the LGU Bacoor, maintaining a peaceful existence within the property, and covering all necessary expenses for the preservation and improvement of the property.

As abovementioned, it is clearly shown that the LGU Bacoor is willing to enter into a usufruct agreement with the Usufructuary, subject to the terms and conditions.

RECOMMENDATION:

Upon thorough evaluation, the committee recommends the **APPROVAL** of a resolution authorizing the City Mayor, Hon. Strike B. Revilla to sign a deed of usufruct for and on behalf of the City Government of Bacoor with the DepEd, City School Division Office of Bacoor, for the operation and construction of Molino Elementary School-Annex in Bahayang Pag-Asa, Barangay Molino V, Bacoor City, Cavite.

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

Signed this 05th day of August 2024 at the City of Bacoor, Cavite.

Committee on Education, Science and Technology


COUN. ALDE JOSELITO F. PAGULAYAN
Chairman


COUN. ROGELIO M. NOLASCO
Vice Chairman


COUN. CATHERINE SARINO-EVARISTO
Member


SK FEDERATION PRESIDENT PALM ANGEL S. BUNCIO
Member





COMMITTEE ON EDUCATION, SCIENCE AND TECHNOLOGY,
COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES
AND
COMMITTEE ON HOUSING AND LAND UTILIZATION AND URBAN
DEVELOPMENT

Office of the Sangguniang Panlungsod
Received by: Janet Pring
Date: 09 AUG 2024
Time: 1:41 pm

EXCERPT FROM THE MINUTES OF THE 102nd REGULAR SESSION
NO. EST 026 S-2024


Subject: *A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A DEED OF USUFRUCT FOR AND ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH THE DEPARTMENT OF EDUCATION, CITY SCHOOL DIVISION OFFICE OF BACOOR FOR THE OPERATION AND CONSTRUCTION OF MOLINO ELEMENTARY SCHOOL-ANNEX IN BAHAYANG PAG-ASA, BARANGAY MOLINO V, BACOOR CITY, CAVITE. (PCR 634-2024 dated 29 July 2024)*

The Presiding Officer, Hon. Rowena Bautista-Mendiola presided over the 102nd regular session of the 5th Sangguniang Panlungsod on 05 August 2024. Hon. Alde Joselito F. Pagulayan subsequently proposed the approval of a resolution authorizing the City Mayor to sign a deed of usufruct with the Department of Education (DepEd) for the operation and construction of Molino Elementary School-Annex. The Local Government Unit (LGU) of Bacoor is intended to benefit the students, faculty members, and personnel for the school site of the Molino Elementary School-Annex in Bahayang Pag-Asa. The members of the Committee on Education, Science, and Technology that were present unanimously seconded this motion, and the Chair declared it APPROVED.

Prepared By:


PETER ADRIAN F. BORJA
Local Legislative Staff I

Attested By:


COUN. ALDE JOSELITO F. PAGULAYAN
Chairman
Committee on Education,
Science and Technology





Republic of the Philippines
Province of Cavite
CITY OF BACOOR
Office of the City Mayor



Seal of Good Local Governance
2023 Awardee
7 Years in a Row

CGBCR-MO-02-F03.02
05/30/2024

July 19, 2024

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

OFFICE OF THE
SANGGUNIANG PANLUNGSOD
RECEIVED
By: RUTH
DATE: 7/19/24 TIME: 10:33 AM
BACOOR CITY, CAVITE

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

Subject: Endorsement Letter

Dear Hon. Bautista-Mendiola:

I hereby endorse to the esteemed members of the Sangguniang Panlungsod for appropriate action Endorsement Letter No. 858, series of 2024, issued by the Office of the City Legal Service, relative to the proposed Deed of Usufruct between the City Government of Bacoor and the Department of Education, City Schools Division Office of Bacoor for the operation, establishment and construction of the Molino Elementary School – Annex in Bahayang Pag-Asa.

Attached herewith is the aforementioned endorsement, including its attachments, for your immediate reference.

I trust that you give this matter your utmost consideration.

Sincerely yours,


STRIKE B. REVILLA
City Mayor

Page 1 of 1

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



SBR20244933



Address: Bacoor Government Center, Bacoor Blvd.,
Brgy. Bayanan, City of Bacoor, Cavite
Trunkline: 434-1111
Website: www.bacoor.gov.ph



0011
Cert no. 24 181809



OFFICE OF THE CITY LEGAL SERVICE

ENDORSEMENT LETTER No. 858, Series of 2024

TO : Hon. STRIKE B. REVILLA
City Mayor
Office of the Mayor

Thru : Atty. PAUL MICHAEL G. SANGALANG
Executive Assistant IV
Office of the City Mayor

Paul Sangalang 9:42 PM
7/19/24

SUBJECT : **FOR ENDORSEMENT TO SANGGUNIANG PANLUNGSOD**
Draft Deed of Usufruct between the City Government of Bacoor and the Department of Education, City Schools Division Office of Bacoor for the operation, establishment and construction of the Molino Elementary School – Annex in Bahayang Pag-Asa

DATE : 19 JULY 2024

We are respectfully endorsing to your good office a copy of the proposed **DEED OF USUFRUCT** draft between the City Government of Bacoor and the Department of Education, City Schools Division Office of Bacoor for the operation, establishment and construction of the Molino Elementary School – Annex in Bahayang Pag-Asa situated in Barangay Molino V, Bacoor City, Province of Cavite.

Also, attached are copies of the following: (i) Local School Board Resolution No. 02 Series of 2024 dated March 08, 2024, (ii) Deed of Donation between Delfin Hermanos, Inc. (DHI) and then Municipality of Bacoor, Cavite dated February 15, 2009, and (iii) Transfer Certificate of Title No. T-166705.

All things having been found to be in order, we hereby endorsed to your good office the abovementioned Deed of Usufruct for your approval, and subsequent endorsement to the Sangguniang Panlungsod.

Thank you for your usual support and *Godspeed!*

RESPECTFULLY,

Nyca
Atty. KIM NYCA R. LOFRANCO
City Legal Officer
Office of the City Legal Services



USUFRUCT AGREEMENT

This USUFRUCT AGREEMENT (the "Agreement") is made and executed this _____ day of _____, 2024 (the "Effective Date") at the City of Bacoor, Province of Cavite, by and between:

The **CITY GOVERNMENT OF BACCOOR**, a local government unit existing under and by virtue of the Republic Act No. 10160, with office address at Bacoor Government Center, Bacoor Boulevard Brgy. Bayanan, Bacoor City, Cavite, represented herein by its City Mayor, Hon. **STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution No. _____ Series of 2024, approved by the City Council of Bacoor City, Cavite, dated _____, and hereinafter referred to as "**LGU BACCOOR**";

and

The **DEPARTMENT OF EDUCATION, CITY SCHOOLS DIVISION OF BACCOOR**, a government entity directly attached to the Department of Education with principal address at DepEd Building, Bacoor Government Center, represented by its School Division Superintendent **DR. BABYLON M. PAMBID**, hereinafter referred to as the "**USUFRUCTUARY**."

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

WITNESSETH:

WHEREAS, the LGU BACCOOR owns a parcel of land with improvements consisting of FOUR THOUSAND NINE HUNDRED SEVENTY-FOUR square meters (4,974 sqm.), which is covered by Transfer Certificate of Title No. T-166705 situated at Block 16 Lot 7, Barangay Molino V, Bacoor City, Cavite, hereinafter referred to as the "**PROPERTY**". A Certified True Copy of the title of the Property is hereto attached as Annex "A" and is made an integral part of this Agreement;

WHEREAS, the USUFRUCTUARY is an agency of the national government, upon agreement with the LGU BACCOOR, will be using the abovementioned property located at Molino V, Bacoor City, Cavite, as the school site of the Molino Elementary School – Annex in Bahayang Pag-asa;

WHEREAS, LGU BACCOOR offered the use of the said parcel of land by the USUFRUCTUARY for the establishment, construction, and operation of the Molino Elementary School – Annex in Bahayang Pag-asa for the benefit of the students, faculty members, and personnel of the said public school;

WHEREAS, LGU BACCOOR, by tolerance, is hereby bestowing the right to use and enjoy the property provided that all necessary improvements for the 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 omissions that will prejudice the LANDOWNER and
4. The USUFRUCTUARY fails to maintain the upkeep of the PROPERTY.

Provided, further, that only the USUFRUCTUARY may invoke subsections 1 and 2 of this Section as grounds for the pre-termination of the Agreement. Further, any action on the part of the USUFRUCTUARY for any prolonged period cannot be taken to mean a renunciation of its right to pre-terminate the Agreement under the said grounds.

- II. **PURPOSE OF THE USUFRUCT.** The usufruct shall be used solely and exclusively for the management, administration, and other related educational purposes of Molino Elementary School – Annex in Bahayang Pag-asa.

- III. **LAND OWNERSHIP.** The ownership and title remain and will continue to remain 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 voluntarily 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 the 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 know, 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, and facilities that shall make the 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 foregoing provisions that will affect the purpose of the subject property by giving a fifteen (15) day-prior written notice that contains the specific valid reason/s for termination.

VII. OTHER TERMS AND CONDITIONS

1. This Agreement shall be binding upon the parties herein 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 _____ 2024 at the City of Bacoor, Cavite, Philippines.

For LGU BACCOOR:

For the USUFRUCTUARY:

HON. STRIKE B. REVILLA
City Mayor
City Resolution No. _____
Series of 2024

DR. BABYLYN M. PAMBIO
School Division Superintendent

Signed in the Presence of:

Atty. AIMEE TORREFRANCA-NERI
City Administrator

MS. ELIZABETH F. OCAMPO
Administrative Office V
Non-Academic Personnel of Public
Schools

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public, this ___ day of _____, 2024 personally appeared the following:

NAME	Competent proof of Identity / Number	Date and Place Issued
STRIKE B. REVILLA		
DR. BABYLYN M. PAMBID		

This instrument, consisting of five (5) pages, including the page on which this acknowledgment 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 2024.



EXCERPTS FROM THE MINUTES OF THE REGULAR MEETING OF THE LOCAL SCHOOL BOARD OF THE CITY OF BACOOR HELD LAST 28 FEBRUARY 2024

PRESENT:

- | | |
|-------------|--|
| Chairman | HON. STRIKE B. REVILLA
<i>City Mayor</i> |
| Co-Chairman | DR. BABYLYN M. PAMBID
<i>Schools Division Superintendent</i> |
| Members | <p>HON. ROWENA BAUTISTA-MENDIOLA
<i>LSB Vice-Chairperson</i>
<i>Vice-Mayor, City of Bacoor</i></p> <p>HON. LANI MERCADO-REVILLA
<i>Congresswoman, 2nd District of Cavite</i></p> <p>HON. ALDE JOSELITO F. PAGULAYAN
<i>Member, Sangguniang Panlungsod</i>
<i>and Chairperson, Committee on Education</i></p> <p>HON. PALM ANGEL S. BUNCIO
<i>President</i>
<i>Sangguniang Kabataan Federation</i></p> <p>ATTY. EDITH C. NAPALAN
<i>City Treasurer</i></p> <p>ATTY. MARIUS D. SUMIRA
<i>LSB Secretariat, OCLS</i></p> <p>MS. ELVINIA A. GUERRERO
<i>City Budget Officer</i></p> <p>MS. ELIZABETH OCAMPO
<i>Administrative Officer V</i>
<i>Non-Academic Personnel of Public Schools</i></p> <p>MR. DOMINGO S. SAGNIP, JR.
<i>President, Bacoor City Teachers and Personnel Association</i></p> <p>MS. CHERRY TORRES
<i>Representative of the Bacoor PTA Federation</i></p> |

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LOCAL SCHOOL BOARD RESOLUTION NO. 02
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 PROPERTY UNDER TRANSFER CERTIFICATE OF TITLE NO. T-166705 COVERING AN AREA OF FOUR THOUSAND NINE HUNDRED SEVENTY-FOUR SQUARE METERS (4,974 SQM) SITUATED AT BLOCK 16 LOT 7, BARANGAY MOLINO V, BACOOR CITY, PROVINCE OF CAVITE, FOR THE USE OF THE MOLINO ELEMENTARY SCHOOL – ANNEX IN BAHAYANG PAG-ASA.

WHEREAS, the CITY GOVERNMENT OF BACOOR is the registered owner of A parcel of land consisting of FOUR THOUSAND NINE HUNDRED SEVENTY-FOUR SQUARE METERS (4,974 SQM) with improvements which is covered by TCT No. T-166705 situated at Block 16 Lot 7, Barangay Molino V, 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 Molino Elementary School – Annex in Bahayang Pag-asa;

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 and operation of the Molino Elementary School - Annex 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:

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1. **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 Molino Elementary School - Annex in Bahayang Pag-asa.

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;

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4. Not alienate or transfer its usufructuary rights, or do anything thereon which may be prejudicial to the rights of the CITY GOVERNMENT OF BACCOOR;
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.


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Page 4 of 5
[Signature]

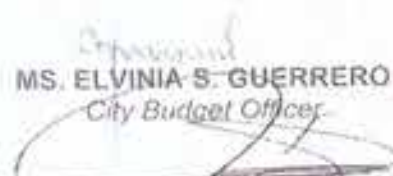


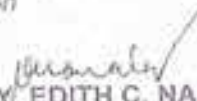



Section 3. EFFECTIVITY. This Resolution shall take effect immediately upon its approval. Let a copy of this Board Resolution be furnished to any and all concerned departments of the City Government of Bacoor.

DONE, this 8th day of March 2024, in the City of Bacoor, Cavite, Philippines.

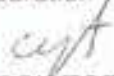

HON. ALDE JOSELITO F. PAGULAYAN
Sangguniang Panlungsod and Chairperson,
Committee on Education


MS. ELVINIA S. GUERRERO
City Budget Officer


ATTY. EDITH C. NAPALAN
City Treasurer

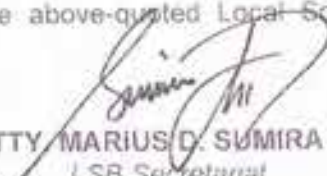

MR. DOMINGO S. SAGNIP, JR.
President, Bacoor City Teachers
Federation


MS. ELIZABETH F. OCAMPO
Administrative Officer V, NAPPS



MS. CHERRY TORRES
President, PTA Federation, Bacoor
City


PALM ANGEL S. BUNCIO
President, Sangguniang Kabataan


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


ATTY. MARIUS D. SUMIRA
LSB Secretariat

Attested:


DR. BABYLYN M. PAMBID
Schools Division Superintendent
Co-Chairman

Approved:


HON. STRIKE B. REVILLA
City Mayor, City of Bacoor
Chairman



DEED OF DONATION

FOR THE YEAR 1964

Donor: ...

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CONFIDENTIAL

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

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