



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

**COMMITTEE REPORT
NO. HLUUD 103 S-2025**

Office of the Sangguniang Panlungsod
Received
Date: 3-10-25
Time: 10:30 AM

Subject: A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A DEED OF USUFRUCT AMONG MR. JAYSON BACANI, THE CITY GOVERNMENT OF BACOOR, AND THE BARANGAY GOVERNMENT OF MOLINO IV REGARDING THE USE OF PARCEL OF LAND SITUATED AT BARANGAY MOLINO IV, BACOOR CITY, CAVITE. (PCR 769-2025 dated 17 February 2025)

Acting on the proposed resolution authorizing the City Mayor to sign a Deed of Usufruct concerning the use of a parcel of land located at Barangay Molino IV, Bacoor City, Cavite during the 128th Regular Session on 17 February 2025, the Committee Chair on Housing, Land Utilization, and Urban Development, Hon. Alde Joselito F. Pagulayan reports the following:

The agreement involves the following parties:

MR. JAYSON BACANI, of legal age, Filipino, and a resident of Molino, Bacoor City, Cavite, as the Landowner.

CITY GOVERNMENT OF BACOOR, a local government unit (LGU) with its principal office at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Cavite, represented by Hon. Strike B. Revilla, City Mayor, pursuant to his authority under the corresponding City Resolution.

BARANGAY MOLINO IV, BACOOR CITY, CAVITE, an LGU with its principal office at Molino IV, Bacoor City, Cavite, represented by Hon. Jeffrey P. Campaña, Punong Barangay, pursuant to the authority conferred under the corresponding Sangguniang Barangay Resolution, Series of 2025.

FINDINGS:

- The Landowner is the registered and absolute owner of a 14,309-square-meter parcel of land in Barangay Molino IV, Bacoor City, covered by Tax Declaration No. 19-238-0067-516171.





- Barangay Molino IV plans to construct a new Barangay Hall within the Georgetown Heights Subdivision, a property that has already been donated to them under a Deed of Donation.
- According to the Proposed Plan of Barangay Molino IV, an access road leading to the new Barangay Hall will need to pass through the Subject Property.
- The City Government of Bacoor and Barangay Molino IV proposed to utilize the Subject Property under a usufruct agreement for use as an access road. The Landowner has agreed to this arrangement.

RECOMMENDATION:

After careful evaluation, the committee recommends the **APPROVAL** of the resolution, as the Landowner, City Government of Bacoor, and Barangay Molino IV have mutually agreed to enter into a Usufruct Agreement over the Subject Property.

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

Signed this 17th day of February 2025 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


COUN. ALEJANDRO F. GUTIERREZ
Member





COMMITTEE ON HOUSING, LAND UTILIZATION
AND URBAN DEVELOPMENT

Office of the Sangguniang Panlungsod
Received by: *[Signature]*
Date: 17 FEB 2025
Time: 3:10 pm

EXCERPT FROM THE MINUTES OF THE 128TH REGULAR SESSION
NO. HLUUD 103 S-2025

Subject: **A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A DEED OF USUFRUCT AMONG MR. JAYSON BACANI, THE CITY GOVERNMENT OF BACOOR, AND THE BARANGAY GOVERNMENT OF MOLINO IV REGARDING THE USE OF PARCEL OF LAND SITUATED AT BARANGAY MOLINO IV, BACOOR CITY, CAVITE. (PCR 769-2025 dated 17 February 2025)**

The Acting Presiding Officer, Hon. Catherine Sarino-Evaristo, presided over the 128th Regular Session of the 5th Sangguniang Panlungsod on 17 February 2025. Upon the motion of Hon. Rogelio M. Nolasco, the internal rules were suspended with unanimous approval from the City Council through a show of hands.

Hon. Alde Joselito F. Pagulayan subsequently moved for the approval of the proposed resolution, citing that the Deed of Usufruct would significantly benefit Barangay Molino IV, as it would provide an access road to the site of the planned New Barangay Hall.

The City Council unanimously seconded the motion, and the Acting Chair declared the resolution APPROVED.

Prepared By:

Attested By:

[Signature]
PETER ADRIAN F. BORJA
Local Legislative Staff I

[Signature]
COUN. ALDE JOSELITO F. PAGULAYAN
Chairman
Committee on Housing, Land
Utilization and Urban Development





Republic of the Philippines
Province of Cavite
CITY OF BACOOR
CITY ADMINISTRATOR'S OFFICE



OSBCA-AC-01-F01.03
01/22/2025



INDORSEMENT

TO : HON. STRIKE B. REVILLA
City Mayor

SUBJECT : FOR APPROPRIATE ACTION
DRAFT DEED OF USUFRUCT BY AND AMONG MR. JAYSON BACANI, THE CITY GOVERNMENT OF BACOOR, AND BARANGAY MOLINO IV RE: PARCEL OF LAND SITUATED IN BARANGAY MOLINO IV, BACOOR CITY, CAVITE

DATE : 12 FEBRUARY 2025

Attached herewith the draft Deed of Usufruct (DOU) by and among Mr. Jayson Bacani (Landowner) and the City Government of Bacoor and Barangay Molino IV (collectively, Usufructuary) regarding the use of a parcel of land situated at Barangay Molino IV, Bacoor City, with an area of 14,309 square meters and covered by Tax Declaration No. 19-238-0067-51617 for use as access road going to the New Barangay Hall of Barangay Molino IV.

Relative thereto, we hereby endorse the attached draft DOU for your approval and, if found to be sufficient in substance and form, to endorse the same as well to the Sangguniang Panlungsod for the issuance of the appropriate resolution therefor.

Thank you.

Respectfully,

ATTY. AIMEE TORREFRANCA-NERI
City Administrator



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



DEED OF USUFRUCT

MR. JAYSON BACANI
First Party / Landowner

KNOW ALL MEN BY THESE PRESENTS:

This Deed of Usufruct ("**Deed**" or "**Agreement**") is executed by and between the:

HON. STRIKE B. REVILLA
Second Party / Usufructuary

MR. JAYSON BACANI, of legal age, Filipino, residing and with postal address at Molino, Bacoor City, Cavite (hereinafter referred to as the "**FIRST PARTY**");

HON. JEFFREY P. CAMPAÑA
Third Party / Usufructuary

CITY GOVERNMENT OF BACOOR, a local government unit created and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Cavite, herein represented by its City Mayor, **HON. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution (C.R.) No. _____, Series of 2025, dated _____ (hereinafter referred to as the "**SECOND PARTY**");

and

ATTY. AIMEE TORREFRANCA-NERI
Witness

BARANGAY MOLINO IV, BACOOR CITY, CAVITE, a local government unit created and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at Molino IV, Bacoor City, Cavite, herein represented by its Punong Barangay, **HON. JEFFREY P. CAMPAÑA**, pursuant to his authority conferred and embodied in Sangguniang Barangay Resolution (S.B.R.) No. _____, Series of 2025, dated _____ (hereinafter referred to as the "**THIRD PARTY**")

Witness

The **FIRST PARTY**, **SECOND PARTY** and **THIRD PARTY** are collectively referred to as the "**Parties**" and individually as the "**Party**". From time to time, the

SECOND PARTY and THIRD PARTY shall be referred to as the "USUFRUCTUARY".

WITNESSETH:

WHEREAS, the LANDOWNER is the registered and absolute owner of a parcel of land situated at Barangay Molino IV, Bacoor City, with an area of 14,309 square meters and covered by Tax Declaration No. 19-238-0067-51617¹ ("Subject Property");

WHEREAS, the THIRD PARTY will construct a new Barangay Hall building to be located in the open space of Georgetown Heights Subdivision, which has been donated already to the THIRD PARTY pursuant to a *Deed of Donation*;

WHEREAS, based on the Proposed Plan of the THIRD PARTY, the access road going to the New Barangay Hall of the THIRD PARTY shall traverse the Subject Property;²

WHEREAS, the SECOND PARTY and the THIRD PARTY proposed to the FIRST PARTY to utilize the Subject Property as usufructuaries and for the purpose of using the same as the access road going to the New Barangay Hall of the THIRD PARTY, which the FIRST PARTY agreed to undertake;

WHEREAS, the Parties are willing to enter into a usufruct agreement over the Subject Property, 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 they have agreed, as follows:

1. The term of this Agreement shall be for a period of ten (10) years from the signing hereof and unless the Parties terminate the same due to substantial violation by the USUFRUCTUARY of any of the conditions stated herein.

¹ Certified true copy of TD No. 19-238-0067-51617 is attached hereto as Annex "A"

² Copy of Proposed Plan is attached hereto as Annex "B"

MR. JAYSON BACANI
First Party / Landowner

HON. STRIKE B. REVILLA
Second Party / Usufructuary

HON. JEFFREY P. CAMPANA
Third Party / Usufructuary

ATTY. AIMEE TORREFRANCA-NERI
Witness

Witness

MR. JAYSON BACANI
First Party / Landowner

HON. STRIKE B. REVILLA
Second Party / Usufructuary

HON. JEFFREY P. CAMPANA
Third Party / Usufructuary

ATTY. AIMEE TORREFRANCA-NERI
Witness

Witness

2. The USUFRUCTUARY shall use the Subject Property of the LANDOWNER mainly as the access road going to the New Barangay Hall of the THIRD PARTY or for any purpose relative to or as a consequence thereto.
3. The ownership and title of the Subject Property remains with and continues to be in the name of the LANDOWNER. Upon the expiration or termination of this Agreement, all permanent improvements existing on the Subject Property shall inure to the benefit of the LANDOWNER. It is hereby understood that permanent improvements shall refer to those that cannot be detached or removed without damaging the Subject Property.
4. This Agreement embodies the entire representations, agreements, and conditions about the subject matter hereof and no representations, understandings, or agreements, oral or otherwise, in relation thereto between the Parties except as herein expressly set forth.
5. This Agreement shall not be altered, changed, supplanted, or amended except by a written instrument signed by the duly authorized representatives of the Parties. All amendments to this Agreement shall be deemed valid and binding upon the Parties only if made by the mutual consent in writing and signed by the Parties to this Agreement.
6. Should any provision of this Agreement be declared invalid, the same shall not affect the remainder thereof unless such declaration renders the continuation of this Agreement legally impossible.
7. This Agreement and the various rights and obligations arising hereunder shall be binding upon the Parties hereto and their successors-in-interest and assigns (as the case may be).
8. This Agreement shall be construed and enforced under the laws of the Republic of the Philippines. In case of breach of any terms of the Agreement, dispute and/ or litigation arising from this Agreement, the venue of actions shall be filed in the proper courts of Bacoor City, to the exclusion of all other courts.

(Signature and acknowledge pages follow)

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures this _____ in _____, Cavite, Philippines.

MR. JAYSON BACANI
FIRST PARTY / LANDOWNER

CITY GOVERNMENT OF BACOOR
BY:

HON. STRIKE B. REVILLA
SECOND PARTY / USUFRUCTUARY
C.R. No. _____, Series of 2025, dated _____

BARANGAY MOLINO IV, BACOOR CITY, CAVITE
BY:

HON. JEFFREY P. CAMPAÑA
THIRD PARTY / USUFRUCTUARY
S.B.R. No. _____, Series of 2025, dated _____

SIGNED IN THE PRESENCE OF:

(Signature over printed name)
WITNESS

(Signature over printed name)
WITNESS

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the above-mentioned jurisdiction, this _____ in _____, Cavite, Philippines, personally appeared the following persons:

Name	Competent Evidence of Identity	Validity Details
MR. JAYSON BACANI		
CITY GOVERNMENT OF BACOR By: HON. STRIKE B. REVILLA		
BARANGAY MOLINO IV, BACOR CITY, CAVITE BY: HON. JEFFREY P. CAMPAÑA		

known to me to be the same persons who executed the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed as well as those of the entities that they represent.

This Deed consisting of five (5) pages, including this page wherein this acknowledgement is written, has been signed by the parties and their instrumental witnesses on each and every page hereof, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of _____.



Republic of the Philippines
Province of Cavite
City of Bacoor

OWNER'S COPY

TD No. **19-238-0067-51617**
Owner: BACANI, JAYSON CERVANTES

PIN -N
TIN: 00024871
Email Address:

Address: MOLINO, BACOR CITY, CAVITE

Telephone No.:

Administrator/Beneficial User:

TIN:

Address:

Telephone No.:

Location of Property:
(Number and Street)

MOLINO IV (MOLINO CITY OF BACOR CITY, CAV
(Barangay/District) (Old Barangay) (City & Province)

OCT/TCT/CCT/CLOA No.

Survey No. PSC-56

Cadastral Lot:

Lot No.

Blk No.

Boundaries:

North : & NE ELISA HOMES, LOT 7068

South : & SW EXISTING ROAD, GEORGETOWN HEIGHTS SUBD.

East : & SE ELISA HOMES

West : & NW GEORGETOWN HEIGHTS SUBD.,

BACOR-BASMARINAS RD.

KIND OF PROPERTY ASSESSED:

LAND

Classification	Area	Market Value	Actual Use	Assessment Level	Assessed Value
AGRICULTURAL	1.0000	1,824,397.50	AGRICULTURAL	20%	364,880.00
		<u>1,824,397.50</u>		Total: Php	<u>364,880.00</u>

THIRTY-FOUR THOUSAND EIGHT HUNDRED EIGHTY AND XX / 100
(Amount in Words)

Effectivity of Assessment /Reassessment:

1st	2020
Qtr.	Yr.

REP, EnP

07/03/2024

Date

NEW DEC

364,880.00

Prepared for the purposes and
not to be used alone without any