



COMMITTEE ON HOUSING, LAND UTILIZATION
AND URBAN DEVELOPMENT

COMMITTEE REPORT
NO. HLUUD 104 S-2025

Office of the Sangguniang Panlungsod
Received by: Janet Pina
Date: 21 APR 2025
Time: 3:20 pm

Subject: **A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A DEED OF USUFRUCT ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH THE DEPARTMENT OF INFORMATION AND COMMUNICATION TECHNOLOGY (DICT) REGARDING A PARCEL OF LAND LOCATED AT CIUDAD DE STRIKE, BARANGAY NIOG, CITY OF BACOOR, CAVITE. (PCR 791-2025 dated 24 March 2025)**

The proposed resolution authorizing the City Mayor to sign a Deed of Usufruct with the Department of Information and Communication Technology (DICT) regarding a parcel of land located at Ciudad De Strike, Brgy. Niog, was discussed during the 136th Regular Session on 14 April 2025. It was initially referred to the Committee on Housing, Land Utilization, and Urban Development, chaired by Hon. Alde Joselito F. Pagulayan, during the 133rd Regular Session on 24 March 2025.

FINDINGS:

Based on the endorsement letter from the Office of the City Mayor dated 14 March 2025, a draft Deed of Usufruct was submitted for review. However, the following essential documents were not included: 1. **Certified True Copy (CTC) of the Certificate of Title or Transfer Certificate of Title (TCT)** 2. **Certified True Copy (CTC) of the Current Tax Declaration** 3. **Tax Clearance**, and 4. **Other pertinent documents, if any.**

RECOMMENDATION:

In view of the incomplete submission of the required supporting documents, the Committee recommends that the proposed resolution be **TEMPORARILY ARCHIVED**. The matter may be revisited upon submission of the complete documentary requirements as above-stated.





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

Signed this 14th day of April 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 21 APR 2025
Time 3:20 pm

EXCERPT FROM THE MINUTES OF THE 136TH REGULAR SESSION
NO. HLUUD 104 S-2025

Subject: **A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A DEED OF USUFRUCT ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH THE DEPARTMENT OF INFORMATION AND COMMUNICATION TECHNOLOGY (DICT) REGARDING A PARCEL OF LAND LOCATED AT CIUDAD DE STRIKE, BARANGAY NIOG, CITY OF BACOR, CAVITE. (PCR 791-2025 dated 24 March 2025)**


The Presiding Officer, Hon. Rowena Bautista-Mendiola presided over the 136th Regular Session of the 5th Sangguniang Panlungsod on 14 April 2025. During the session, Hon. Alde Joselito F. Pagulayan informed the Council that the proposed resolution, as above-stated, lacked essential supporting documents. These include: **1. Certified True Copy (CTC) of the Certificate of Title or Transfer Certificate of Title (TCT) 2. Certified True Copy (CTC) of the Current Tax Declaration 3. Tax Clearance, and 4. Other pertinent documents, if any.** He then moved that the item be temporarily archived.

The motion was unanimously seconded by the members of the Committee on Housing, Land Utilization, and Urban Development present. With no objections raised, the Chair declared the matter **TEMPORARILY ARCHIVED**.

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





Republic of the Philippines
Province of Cavite

CITY OF BACOOR
Office of the City Mayor



CGBCR-MO-02-F05.03

01/15/2025

AWARDEE
8 years
in a row!

14 MARCH 2025

HON. ROWENA BAUTISTA-MENDIOLA
Vice Mayor
City Government of Bacoor

OFFICE OF THE
SANGGUNIANG PANLUNGSOD
RECEIVED
BY: RUTH pte
DATE: 3/14/25 TIME: 4:45
BACOOR CITY, CAVITE

THRU: **ATTY. KHALID A. ATEGA JR.**
Sangguniang Panlungsod Secretary

SUBJECT: **REQUEST TO PASS A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO ENTER INTO AND SIGN A DEED OF USUFRUCT BETWEEN THE CITY GOVERNMENT OF BACOOR AND DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY IN NIOG PROPERTY FOR 25 YEARS**

Dear Hon. Bautista-Mendiola,

Greetings in the name of public service!

Under Section 458(5) of Republic Act No. 7160, the Sangguniang Panlungsod, as the legislative body of the city, shall approve ordinances and resolutions that ensure the efficient and effective delivery of basic services and facilities. This includes initiatives that support technological advancements and digital infrastructure development for the benefit of the city's constituents.

To promote digital transformation and enhance ICT services in Bacoor, the City Government seeks to strengthen its partnership with the Department of Information and Communications Technology (DICT) through a Deed of Usufruct over a lot in NioG. This agreement, spanning 25 years, will allow DICT to establish essential ICT facilities and programs that will greatly contribute to the city's digitalization efforts, improving connectivity, cybersecurity, and e-governance initiatives.

In light of the foregoing, I respectfully request the esteemed members of the Sangguniang Panlungsod to enact an appropriate ordinance for the abovementioned subject. I am attaching herewith a draft resolution authorizing the City Mayor to enter into and sign the Deed of Usufruct with the Department of Information and Communications Technology for the NioG property, for the reference and consideration of the Sangguniang Panlungsod.

Thank you.

Respectfully yours,



STRIKE B. REVILLA
City Mayor



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



Cent. no. 24/181809

USUFRUCT AGREEMENT

This Usufruct Agreement (the "Agreement") is made and entered into this _____ in Bacoor City, Cavite, by and between:

The **DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY (DICT)**, an executive department of the Philippine Government existing by virtue of Republic Act (RA) No. 10844, otherwise known as the "DICT Act of 2015," with principal office address located at the DICT Bldg., C.P. Garcia Avenue, UP Diliman, Quezon City, represented by its **Secretary IVAN JOHN E. UY**, and hereinafter referred to as "**USUFRUCTUARY**":

-and-

The **CITY GOVERNMENT OF BACOR (CGO BACOR)**, a local government unit duly organized and existing and by virtue of Republic Act No. 10160, with office address at New Bacoor City Hall, Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Cavite, represented by its City Mayor – **HON. STRIKE B. REVILLA**, as supported by the attached Sangguniang Panlungsod Resolution No. _____, to be referred to as the "**OWNER**"

The **OWNER** and the **USUFRUCTUARY** shall be collectively referred to as "**Parties**" and individually as a "**Party**".

WITNESSETH: THAT

WHEREAS, R.A. No. 10844 empowers the **USUFRUCTUARY** to, among others, share resources and capacity-building through harmonization and coordination of all national ICT plans and initiatives to ensure knowledge, information and resource-sharing, database-building and agency networking linkages among government agencies.

WHEREAS, **CGO Bacoor** is the owner of a parcel of land located at Ciudad de Strike, **Barangay Niog** particularly covered by Transfer Certificate of Title (TCT) No. _____ (a copy of which is attached and made an integral part of this Agreement as **Annex "A"**) with a combined area of _____ square meters, upon which a _____ story multipurpose building is erected, **whose 4th level with a floor area of FIVE HUNDRED FIFTY SQUARE METERS (550 SQMS) is referred to as the "Subject Property, to the exclusion of all other floors.**

NOW THEREFORE, for and in consideration of the above premises, the **OWNER** grants the **USUFRUCTUARY** use of the **Subject Property**, subject to the following conditions:

1. GRANT OF USUFRUCT

- 1.1 The **OWNER** grants the **USUFRUCTUARY**, by way of usufruct and/or beneficial use of the **Subject Property** with the following details:

FLOOR/LEVEL: FOURTH (4TH) LEVEL

FLOOR AREA: FIVE HUNDRED FIFTY SQUARE METERS (550 SQMS)

NAME OF BUILDING/FACILITY:

TITLE NO:

TECHNICAL DESCRIPTION:

- 1.2 The usufruct shall be gratuitous and the **USUFRUCTUARY** has no obligation to pay the **OWNER** any amount for use of the Subject Property.
- 1.3 While the Usufruct and/or the beneficial use of the Subject Property is transferred to **USUFRUCTUARY**, the ownership and title/s over the Subject Property remains with and continues to be in the name of the **OWNER**.

2. TERM

- 2.1 This Agreement shall take effect immediately upon its execution by the Parties and shall remain valid and binding on the Parties and their successors-in-interest until the termination of this Agreement.
- 2.2 This Agreement shall have a term of **twenty five (25) years**, subject to renewal upon written agreement of the Parties, which shall be effective and binding upon the signing thereof.

3. OBLIGATIONS OF THE OWNER

- 3.1 Continue to exercise the right of ownership over the subject property.
- 3.2 Make available to the **USUFRUCTUARY** the use of the Subject Property pursuant and in line with the intended purpose/s identified in this Agreement.

3.3 Transfer possession of the Subject Property to the **USUFRUCTUARY** within (no.) days from the execution of this Agreement.

3.4 Allow the **USUFRUCTUARY** to use, deconstruct, and/or demolish improvements on the Subject Property in order to facilitate the construction and improvement of the Subject Property after acquiring the express written consent of the **OWNER**.

3.5 Maintain cleanliness and peace and order in the common areas inside the Subject Property.

3.6 Allow the **USUFRUCTUARY** to introduce other structures, facilities, and/or improvements that may be necessary for the proper and beneficial use of the Subject Property after acquiring the express written consent of the **OWNER**.

3.7 ~~Pay realty taxes due on the Subject Property for the duration of this Agreement.~~

3.8 Conduct inspection, at any time during regular hours, on the Subject Property, to ensure that the same is used solely for the intended purposes.

3.9 Perform any such acts and deeds necessary to implement this Agreement, and to preserve and enforce its ownership rights.

4. OBLIGATIONS OF THE USUFRUCTUARY

4.1 Receive possession and use of the Subject Property on an "as-is, where-is" basis.

4.2 Take care of the Subject Property with the diligence of a good father of a family and undertake to maintain and preserve said property; to promptly and properly repair any damage in or to the said property due to ordinary wear and tear or ordinary use, and provide proper security and precautionary measures in its daily and ordinary use.

4.3 Shoulder all expenses for the maintenance of the Subject Property, whenever necessary and/or applicable, for the duration of this Agreement.

- 4.4 Pay the taxes due on any improvements which may be constructed on the subject property during this Agreement's lifetime.
- 4.5 After acquiring the **OWNER's** express written consent, introduce improvements, construct building(s), introduce structures, facilities and/or developments that may be necessary for the beneficial use of the Subject Property.
- 4.6 Return to the **OWNER** the Subject Property upon the expiry of this Agreement or anytime the **OWNER** needs the Subject Property. It is understood that any and all permanent existing improvements introduced by the **USUFRUCTUARY** shall become the property of the **OWNER**.
- 4.7 Be responsible for the installation of necessary electrical, telephone, and water connections and pay related expenses and bills. The **OWNER** authorizes the **USUFRUCTUARY** to apply, execute, sign, obtain, secure, and submit any application for the necessary permits, such as, but not limited to, building and/or development permits or those in connection with the concerned public utility companies involving the subject property.
- 4.8 Allow the **OWNER's** duly authorized representatives to inspect the subject property from time to time, or as the need arises for purposes of sanitation, maintenance, and determination of compliance with the terms of this Agreement.
- 4.9 Not sell, dispose, mortgage, lease or sublease, or use as collateral the subject property or any portion thereof, nor assign, transfer, or convey any of its rights granted under this Agreement, during this Agreement's lifetime.
- 4.10 Protect the Subject Property from intrusion and informal settlers. In any case, whenever intruders successfully occupy any area of the Subject Property during the period of this Agreement, the **USUFRUCTUARY** shall facilitate their ejectment and file the necessary legal action on behalf of the **OWNER** in accordance with existing rules and pertinent laws.

4.11 The **USUFRUCTUARY** shall operate and maintain the Subject Property;

4.12 The **USUFRUCTUARY** shall ensure that the personnel of the center are residents and of the City of Bacoor;

4.13 The **USUFRUCTUARY** shall ensure that majority of the beneficiaries of the operation of the subject property are residents and constituents of the City of Bacoor;

4.14 The **USUFRUCTUARY** shall ensure that the facility or center to be operated on the Subject Property is operational not later than year 2026;

4.15 Hold **OWNER** free and harmless from any damages, liabilities, or responsibilities arising out of or as a consequence of the **USUFRUCTUARY's** use of the subject property, including use by the **USUFRUCTUARY's** agents, employees, or representatives.

4.16 Notify the **OWNER** of any act of a third person, of which it may have knowledge, that may be prejudicial to the **OWNER's** rights of ownership over the subject property, and it shall be liable should it fail to so notify the **OWNER**, for damages, as if such prejudice had been caused through its own fault.

5. WARRANTIES AND REPRESENTATIONS

5.1 The Parties warrant and represent that they are in good standing under Philippine laws and have full power and authority to contract with each other and that the Parties' representatives executing and signing this Agreement are duly authorized for the purpose.

5.2 This Agreement is a legal, valid, and binding obligation of the Parties, enforceable against each of them, their assigns, and successors-in-interest, in accordance with its terms and conditions.

6. TERMINATION AND PRE-TERMINATION

6.1 Any action or inaction on the part of the **OWNER** for any prolonged period of time

cannot be deemed as a renunciation or waiver of its rights to pre- terminate this Agreement.

6.2 This Agreement shall be terminated only upon the following grounds:

6.2.1 The expiration of this Agreement, unless the Parties agreed to its renewal.

6.2.2 Violation by the **USUFRUCTUARY** of the terms and conditions of this Agreement, in which case, this Agreement shall be considered automatically rescinded or terminated, without need for judicial action or intervention. The **OWNER** shall be free from any expenses and accountabilities arising from the **USUFRUCTUARY** 's actions and the possession and use of the subject property shall automatically revert to the **OWNER**.

6.2.3 Use of the Subject Property for purposes other than the intended purpose cease to be used for said purposes, or if it is used in any way contrary to the terms of this Agreement, this Agreement shall be automatically rescinded or terminated without need for judicial action or intervention, and in which case, the possession and use of the subject property shall automatically revert to the **OWNER**.

6.3 The **OWNER** may pre-terminate this Agreement should there be no longer any need to use the Subject Property provided that a sixty (60) days written notice shall be given to the **USUFRUCTUARY** prior to the intended date of pre-termination.

6.4 In the event of termination, an accounting/inventory shall be conducted jointly by the Parties. The Parties shall ensure the orderly and timely conclusion of all outstanding matters and obligations.

6.5 Upon termination of the **USUFRUCT**, the **OWNER** will inure all the permanent improvements existing introduced by the

USUFRUCTUARY, subject to any renewal that the parties may agree upon.

7. DISPUTE RESOLUTION

Any conflict, dispute or controversy arising out of or in connection with this **USUFRUCT AGREEMENT** or the interpretation, construction, performance, or breach of any provision hereof shall be initially settled amicably within thirty (30) days from notice, through authorized representatives of the Parties. Either Party may initiate amicable discussions by sending a written notice to the other Party, specifying the alleged dispute and the proposed schedule thereof, which shall not be more than five (5) days from the date of notice. If the parties fail to reach an amicable settlement within thirty (30) days from written notice, any conflict, dispute or controversy arising out of or in connection with this Agreement or the interpretation, construction, performance, or breach of any provision hereof shall be finally settled through arbitration and shall be governed by, construed, and enforced in accordance with the laws of the Philippines. The arbitration shall be conducted by a sole arbitrator, to be appointed by the Office for Alternative Dispute Resolution, an attached agency of the Department of Justice. The seat of arbitration shall be the Philippines. The place of arbitration shall be in Quezon City, Philippines.

8. MISCELLANEOUS PROVISIONS

- 8.1 The provisions of the Civil Code of the Philippines pertaining to usufruct, which are not inconsistent with the provisions contained herein shall apply in a suppletory character to this Agreement.
- 8.2 Any revision or amendment of this Agreement shall be made upon mutual consent of the Parties in writing.
- 8.3 In the event any of the provisions of this Agreement is declared with finality as null and void by competent authorities, all other provisions not adversely affected or impaired thereby shall remain in force and effect.
- 8.4 This Usufruct Agreement shall be binding not only on the Parties herein, but also on its

agents, assigns and successors-in-interests. Provided that the **USUFRUCTUARY** may not assign its rights and interests without the written consent of the **OWNER**.

IN WITNESS WHEREOF, the Parties set their hands and affix their signatures on the date and place as indicated in this Agreement.

DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY	CITY GOVERNMENT OF BACOR
HON. IVAN JOHN E. UY <i>Department Secretary</i>	HON. STRIKE B. REVILLA <i>City Mayor</i>
SIGNED IN THE PRESENCE OF	

ACKNOWLEDGEMENT
(DICT)

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, a Notary Public, for and in Quezon City, Philippines, this ___ day of _____ 202____, personally appeared the following persons, personally known to me (or proved to me on the basis of competent evidence of identity) to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed, and the free and voluntary act and deed of the government agency herein represented to wit:

Name	Gov't Issued ID (with date/place of issue)
IVAN JOHN E. UY	

This instrument refers to the Usufruct Agreement, consisting of _____
() pages including this page on which this acknowledgment is written.

WITNESS MY HAND AND SEAL on _____ at

Doc. No. _____
PUBLIC
Page No. _____
Book No. _____
Series of 2025.

NOTARY

ACKNOWLEDGEMENT
(CITY GOVERNMENT OF BACOOR)

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

BEFORE ME, a Notary Public, for and in Bacoor City, Philippines, this __ day of ____ 202__, personally appeared the following persons, personally known to me (or proved to me on the basis of competent evidence of identity) to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed, and the free and voluntary act and deed of the [Agency/LGU/Private Entity] herein represented to wit:

Name	Gov't Issued ID (with date/place of issue)
STRIKE B. REVILLA	

This instrument refers to the Usufruct Agreement, consisting of ____
() pages including this page on which this acknowledgment is written.

WITNESS MY HAND AND SEAL on the _____, at _____.

Doc. No. _____
PUBLIC
Page No. _____
Book No. _____
Series of 2025.

NOTARY