



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang Panlungsod



DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. RAMON N. BAUTISTA
City Councilor

HON. ALEJANDRO F. GUTIERREZ
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II

HON. ROBERTO L. ADVINCULA
City Councilor

EMERGENCY LEAVE

HON. REYNALDO D. PALABRICA
City Councilor

HON. REYNALDO M. FABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RANDY C. FRANCISCO
Liga ng mga Barangay Vice-President

HON. PALM ANGEL S. BUNCIO
SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

CRISTINA R. MALAWIG
Supervising Admin Officer

Certified by:

HON. CATHERINE SARINO-EVARISTO
Acting Vice Mayor/Actg. Presiding Officer

Noted by:

HON. STRIKE B. REVILLA
City Mayor

CITY RESOLUTION NO. 2025-661
Series of 2025

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A DEED OF USUFRUCT AMONG MR. JAYSON BACANI, THE CITY GOVERNMENT OF BACOR, AND THE BARANGAY GOVERNMENT OF MOLINO IV REGARDING THE USE OF A PARCEL OF LAND SITUATED AT BARANGAY MOLINO IV, BACOR CITY, CAVITE.

Sponsored by:

Hon. Alde Joselito F. Pagulayan

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Palm Angel S. Buncio, Hon. Simplicio G. Dominguez, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Michael E. Solis and Hon. Levy M. Tela.

WHEREAS, on 12 February 2025, the Office of the City Mayor sent a letter request to the Sangguniang Panlungsod to pass a resolution authorizing the City Mayor to sign the Deed of Usufruct among Mr. Jayson Bacani, (landowner), the City Government of Bacoor and the Barangay Government of Molino IV regarding the use of a parcel of land situated at Barangay Molino IV, Bacoor City, Cavite;

WHEREAS, Mr. Jayson Bacani is the absolute owner of a parcel of land located at Barangay Molino IV, Bacoor City, Cavite consisting of Fourteen Thousand Three Hundred Nine square meters (14,309) covered by Tax Declaration No. 19-238-0067-51617;

WHEREAS, Mr. Bacani intends to give the right of usufruct over the said property to the City Government of Bacoor and the Barangay Government of Molino IV for use as an access road going to the New Barangay Hall of Barangay Molino IV;

WHEREAS, the draft Usufruct Agreement, if signed and implemented as written, would be of great benefit to the people of Bacoor and to the Barangay Government of Barangay Molino IV;

NOW THEREFORE, upon motion of Hon. Alde Joselito F. Pagulayan unanimously seconded by the rest of the Body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite to authorize the City Mayor, Hon. Strike B. Revilla, to sign the Draft Deed of Usufruct



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Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

CRISTINA R. MALAWIG
Supervising Admin Officer

Certified by:

HON. CATHERINE SARINO-EVARISTO
Acting Vice Mayor/Actg. Presiding Officer

Noted by:

HON. STRIKE B. REVILLA
City Mayor

among Mr. Jayson Bacani, the City Government of Bacoor and the Barangay Government of Molino IV regarding a parcel of land consisting of Fourteen Thousand Three Hundred Nine (14,309) square meters located at Barangay Molino IV, Bacoor City, Cavite to be used as the access road going to the new Barangay Hall of Barangay Molino IV, Bacoor City, Cavite.

RESOLVED LASTLY, to furnish the Office of the City Mayor, Mr. Bacani, Barangay Molino IV, the University of the Philippines-Office of the National Administrative Register (UP-ONAR), and other government agencies concerned with copies of this Resolution.

APPROVED on the 17th day of February 2025 at the City of Bacoor, Cavite by the 5th Sangguniang Panlungsod of the City of Bacoor.

I hereby certify that the foregoing Resolution is true and correct and that it was passed in accordance with law.

Certified:

HON. CATHERINE SARINO-EVARISTO
Acting City Vice Mayor / Acting Presiding Officer

Attested:

MS. CRISTINA R. MALAWIG
Supervising Administrative Officer

Noted:

HON. STRIKE B. REVILLA
City Mayor

DEED OF USUFRUCT

KNOW ALL MEN BY THESE PRESENTS:

This Deed of Usufruct (“Deed” or “Agreement”) is executed by and between the:

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

CITY GOVERNMENT OF BACOR, 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

BARANGAY MOLINO IV, BACOR 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**”)

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

MR. JAYSON BACANI
First Party / Landowner

HON. STRIKE B. REVILLA
Second Party / Usufructuary

HON. JEFFREY P. CAMPAÑA
Third Party / Usufructuary

ATTY. AIMEE TORRES FRANCA-NERI
Witness

Witness

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 TORRESFRANCANERI
Witness

Witness

MIL JAYSON BACANI
First Party / Landowner

HON. STRIKE B. REVILLA
Second Party / Usufructuary

HON. JEFFREY P. CAMPANA
Third Party / Usufructuary

ATTY. AIMEE TORRESFRANCA-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 BACOOD
BY:

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

BARANGAY MOLINO IV, BACOOD 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 _____.