

REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE
FOURTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL,
ORMOC CITY HALL BUILDING
ON NOVEMBER 22, 2018

PRESENT:

Benjamin S. Pongos, Jr.,	(Temporary Presiding Officer), SP Member
Mario M. Rodriguez,	SP Member, Presiding Officer "Pro-Tempore"
Tomas R. Serafica,	(Acting City Vice Mayor), SP Member, Asst. Majority Floor Leader
Eusebio Gerardo S. Penserga,	SP Member
Gregorio G. Yrastorza III,	SP Member
Nolito M. Quilang,	SP Member
John Eulalio Nepomuceno O. Aparis II,	SP Member
Esteban V. Laurente,	Minority Floor Leader Ex-Officio SP Member, Chapter President, Liga ng mga Barangay ng Ormoc

ON OFFICIAL BUSINESS:

Vincent L. Rama,	(Acting City Mayor), SP Member, Majority Floor Leader
Lea Doris C. Villar,	(O.B. - Bacolod City), SP Member, Asst. Minority Floor Leader
Jasper C. Yerro,	(O.B. - Baguio City), Ex-Officio SP Member, Chapter President, Panlungsod Pederasyon ng mga Sangguniang Kabataan ng Ormoc

ON LEAVE:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
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RESOLUTION NO. 2018-289

**A RESOLUTION GRANTING AUTHORITY TO THE CITY
MAYOR RICHARD I. GOMEZ TO ENTER INTO AND
SIGN THE DEED OF USUFRUCT TO BE ENTERED INTO
BY AND BETWEEN THE LOCAL GOVERNMENT UNIT OF
ORMOC CITY (LGU-ORMOC) AND THE ORMOC CITY
JACKFRUIT PRODUCERS ASSOCIATION (OCJPA) FOR
THE BENEFICIAL USE OF A TWO THOUSAND SQUARE
METER (2,000 SQ. M.) PARCEL OF LAND LOCATED IN
BRGY. MACABUG DEMO SITE.**

WHEREAS, the 14TH Sangguniang Panlungsod ng Ormoc received an endorsement letter from the Office of the City Mayor on October 05, 2018 for the issuance of a Resolution granting authority to the City Mayor to sign the attached Deed of Usufruct to be entered into by and between the Local Government Unit of Ormoc City (LGU-ORMOC) and the Ormoc City Jackfruit Producers Association (OCJPA) for the beneficial use of a Two Thousand square meter (2,000 sq. m.) parcel of land located in Brgy. Macabug Demo Site, a copy of the final Deed of Usufruct is hereto attached as Annex "A" and made an integral part hereof;

WHEREAS, the LGU-ORMOC is the lawful owner of a parcel of land located at Brgy. Macabug, Ormoc City designated as Lot No. 11476 containing an area of 3.3 hectares more or less, and bounded on the NW by Lot. No. 3528-C, on the SW by Lot No. 3533, on the SE by Lot No. 11477, and on the NE by Lot No. 3535;

WHEREAS, the LGU-ORMOC warrants that the subject property is free from any and all liens and encumbrances;

WHEREAS, the OCJPA is in need of land as a site upon which to establish its Jackfruit Consolidation and Depulping Center(the Project) under the Philippine Rural Development Program(PRDP) funding of the Department of Agriculture(DA);

WHEREAS, the LGU-ORMOC acknowledges said need of the OCJPA and herein agrees to assist in the implementation of the Project;

WHEREAS, the LGU-ORMOC, for and in consideration of public service, allows the OCJPA to be a usufructuary and use a Two Thousand Square Meter (2,000 sq. m.) portion of the aforementioned parcel of land for a period of thirty (30) years;

WHEREAS, both parties have agreed that the activities allowed in the project site shall consist of consolidation, depulping and trading of jackfruit products;

WHEREAS, the City Legal Officer of the City, Atty. Jasper M. Lucero, after review of the draft Deed of Usufruct and rendering minor amendments thereto to aid in clarity and to simplify the terms and conditions of the deed as well as the obligations of the parties, he finds the substance of the same to be in order and not contrary to law, morals and public policy recommending that a Sangguniang Panlungsod Resolution be secured for the authority of the City Mayor to sign the Deed of Usufruct, a copy of the letter is hereto attached as Annex "B" and made an integral part hereof;

WHEREAS, upon close and thorough review, this Sanggunian finds the aforementioned request by the City Mayor advantageous and for the best interest of the City and its inhabitants therefore meriting this august Body's full support and favorable action;

NOW THEREFORE, on joint motion of SP Member Tomas R. Serafica, Chairman, Committee on Agriculture, Fisheries and Agrarian Reform and SP Member Nolito M. Quilang, Vice-Chairman, Committee on Laws and Ordinances, jointly seconded by SP Members Gregorio G. Yrastorza III and Esteban V. Laurente; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ TO ENTER INTO AND SIGN THE DEED OF USUFRUCT TO BE ENTERED INTO BY AND BETWEEN THE LOCAL GOVERNMENT UNIT OF ORMOC CITY (LGU-ORMOC) AND THE ORMOC CITY JACKFRUIT PRODUCERS ASSOCIATION (OCJPA) FOR THE BENEFICIAL USE OF A TWO THOUSAND SQUARE METER (2,000 SQ. M.) PARCEL OF LAND LOCATED IN BRGY. MACABUG DEMO SITE;

ADOPTED, November 22, 2018.


RESOLVED FURTHER, that a copy of the final and notarized Deed of Usufruct be submitted to the Sangguniang Panlungsod of Ormoc City for its information and files;

Res. No. 2018-289


RESOLVED FINALLY, that copies of this resolution be furnished each to the City Mayor, the City Administrator, City Legal Officer, City Agriculture Office, the Ormoc City Jackfruit Producers Association, the OIC-City Director of DILG and all other offices concerned for their information and guidance.

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the above resolution.


MARIA ANTONIETA G. CO HAT
(OIC - SP Secretary)
Supervising Administrative Officer

ATTESTED:


BENJAMIN S. PONGOS, JR.
(Temporary Presiding Officer)
SP Member

DEED OF USUFRUCT

KNOW ALL MEN BY THESE PRESENTS:

This Deed of Usufruct is entered into by and between:

The **LOCAL GOVERNMENT UNIT OF ORMOC CITY**, a municipal corporation duly existing by and under the laws of the Republic of the Philippines, herein represented by the City Mayor, **RICHARD I. GOMEZ, MBA**, as authorized per Sangguniang Panlungsod Resolution No. _____, hereinafter referred to as the "OWNER".

-and-

The **ORMOC CITY JACKFRUIT PRODUCERS ASSOCIATION (OCJPA)**, a farmer association of Ormoc City, with office address at Brgy. Valencia, Ormoc City, Leyte, Philippines, represented herein by the Association President **DR. AMANDO P. APODERADO**, hereinafter referred to as the "USUFRUCTUARY"

WITNESSETH

WHEREAS, the **LGU ORMOC** is the lawful owner of a parcel of land located at Brgy. Macabug, Ormoc City designated as Lot No. 11476 containing an area of 3.3 hectares more or less, and bounded on the NW by Lot No. 3528-C, on the SW by Lot No. 3533, on the SE by Lot No. 11477, and on the NE by Lot No. 3535;

WHEREAS, the **OWNER** warrants that the subject property is free from any and all liens and encumbrances;

WHEREAS, the **USUFRUCTUARY** is in need of land as site for its Jackfruit Consolidation and Depulping Center (the Project) under the Philippine Rural Development Program (PRDP) funding of the Department of Agriculture (DA);

WHEREAS, the **OWNER** acknowledges said need of the **USUFRUCTUARY** and herein agrees to assist in the implementation of the Project;

NOW THEREFORE, the **PARTIES** hereby agree as follows;

1. GENERAL AGREEMENT

1. The **OWNER**, for and in consideration of public service, do hereby allows the **USUFRUCTUARY** the **USE** of a Two Thousand Square (2,000) Meter portion of the aforementioned parcel of land.
2. The **OWNER** reserves unto itself the full ownership of said property, and the **USUFRUCTUARY** acquires only the rights of possession, use, enjoyment, and management of the property to the extent allowed under relevant laws.
3. The term of the usufruct is for a period of thirty (30) years, as required by the PRDP, renewable upon agreement by both parties.

4. Any and all improvements introduced on the land, including the Project itself, shall become the property of the OWNER upon expiration of the term of the usufruct.

5. The usufruct is automatically terminated by:

- a. Termination of the project by the USUFRUCTUARY before the agreed period;
- b. Termination of the project for any cause other than the actions/intent of the USUFRUCTUARY;
- c. Force majeure or any fortuitous event that results in the total loss of the Project;
- d. Dissolution or any event that severely disrupts the organizational integrity and normal operations of the USUFRUCTUARY and
- e. Violation of the terms of the usufruct by the USUFRUCTUARY.

II. OBLIGATION OF THE USUFRUCTUARY:

1. The USUFRUCTUARY shall care for the property with the due diligence of a good father of a family.
2. The USUFRUCTUARY shall introduce such improvements on the property as may be necessary to the Project or incidental thereto.
3. The USUFRUCTUARY shall neither use nor permit the use of the property for purposes or activities not within the usual activities (consolidation, depulping and trading) of the Project
4. The USUFRUCTUARY shall neither use nor permit the use of the property for any purpose that is contrary to existing laws.
5. The USUFRUCTUARY shall neither use nor permit the use of the property as a residence for any of its members or any person.
6. The USUFRUCTUARY shall defray all taxes and any other charges imposed on the property during the term of the usufruct.
7. The USUFRUCTUARY shall shoulder all charges for water consumption, electricity, telephone, and other utility services in the premises, as well as for the repairs in the utility system.

III. OBLIGATIONS OF THE OWNER

1. The OWNER shall warrant that right-of-way and other easements necessary to the beneficial use of the property are properly settled.
2. The OWNER shall not sell, mortgage or otherwise encumber the property during the existence of the usufruct.
3. The OWNER warrants that the usufruct shall be enforceable against it regardless of any changes in administration during the term of the usufruct.

IN WITNESS WHEREOF, the Parties have hereunto set their respective signature this ____ day of _____, 2018, at Ormoc City, Philippines;

LGU-ORMOC
Owner
By:

OCJPA
Usufructuary
By:

RICHARD I. GOMEZ, MBA
City Mayor

Dr. AMANDO P. APODERADO
President

WITNESSES:

MARIA ELENA A. MENDOZA
City Agriculturist /I-REAP Head

ENGR. RAOUL E. CAM
City Planning Officer/CPMIU Head

Republic of the Philippines)
City of Ormoc) S.S.

ACKNOWLEDGMENT

BEFORE ME, a notary public for and in the City of Ormoc, personally appeared the following persons with their competent evidence of identity:

RICHARD I. GOMEZ

AMANDO P. APODERADO

Who represented to me that their respective signatures upon this instrument were voluntarily affixed by them for the purpose stated herein and who declared that they have executed the foregoing instrument as their free and voluntary act and deed.

This instrument consists of three (3) pages, including this page in which this acknowledgment is written, duly signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this ____ th day of _____, 2018, in Ormoc City, Leyte, Philippines.

Doc. No. ____
Page No. ____
Book No. ____
Series of 2018

11 Annex B 1



Republic of the Philippines
OFFICE OF THE CITY LEGAL OFFICER
Ormoc City, Leyte

RECEIVED
10-2-18
TIME 4:15
SIGNATURE [Signature]

01 October 2018

MA. VICTORIA LYRA P. DELA CERNA RRT, MBA-HA, MPA
City Govt. Asst. Dept Head I
City Mayor's Office
LGU – Ormoc City

Re: Review of Draft Usufruct Agreement between LGU Ormoc and Ormoc City
Jackfruit Producers Association (OCJPA)

Dear Ms. Dela Cerna:

The undersigned has reviewed the draft contract and finds the substance of same to be in order and not contrary to law, morals or public policy.

The undersigned has rendered minor amendments to the draft to aid in clarity and simplify the terms and conditions of the deed as well as the obligations of the parties.

It is recommended that an SP Resolution be secured for the authority of the Mayor to sign the Deed of Usufruct.

For the consideration of the CMO.

Thank you.

Very Truly Yours,

[Signature]

ATTY. JASPER M. LUCERO
City Legal Officer

OFFICE OF THE CITY LEGAL OFFICER
Ormoc City

[Signature]
DATE: 10/2/18