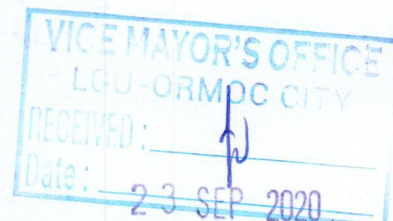
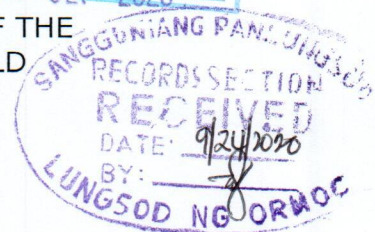


REPUBLIKA NG PILIPINAS  
SANGGUNIANG PANLUNGSOD  
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE  
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD  
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL,  
ORMOC CITY HALL BUILDING  
ON SEPTEMBER 22, 2020



PRESENT:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
Benjamin S. Pongos, Jr.,	SP Member, Majority Floor Leader
Roiland H. Villasencio,	SP Member
Tomas R. Serafica,	SP Member
Eusebio Gerardo S. Penserga,	SP Member, Asst. Majority Floor Leader
Jasper M. Lucero,	SP Member
Peter M. Rodriguez,	SP Member
Vincent L. Rama,	SP Member
Gregorio G. Yrastorza III,	SP Member
Lalaine A. Marcos,	SP Member
Esteban V. Laurente,	Ex-Officio SP Member, Chapter President, Liga ng mga Barangay ng Ormoc
Joan Marbie C. Simbajon,	Ex-Officio SP Member, Chapter President, Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

ON OFFICIAL BUSINESS:

Nolito M. Quilang, (O.B. - Ormoc City), SP Member

**RESOLUTION NO. 2020-300**

**AN OMNIBUS RESOLUTION GRANTING THE CITY MAYOR  
THE AUTHORITY TO ENTER INTO AND SIGN DEEDS  
OF USUFRUCT BY AND BETWEEN THE CITY  
GOVERNMENT OF ORMOC, BETCHAIDA E. LEPORADA  
AND FLORENCIO JOHN S. SALADAGA, FOR SEPARATE  
PARCELS OF LAND IN BRGY. LIBERTY AND BRGY.  
DOLORES, ORMOC CITY CONTAINING A TOTAL AREA  
OF FOUR HUNDRED (400) SQUARE METERS MORE OR  
LESS FOR THE ESTABLISHMENT OF ABACA NURSERY  
SHED.**

WHEREAS, the 15<sup>th</sup> Sangguniang Panlungsod ng Ormoc received an endorsement letter from the Office of the City Mayor on September 01, 2020, requesting for an issuance of a Resolution granting the City Mayor the authority to enter into and sign Deeds of Usufruct by and between the City Government of Ormoc City, Betchaida E. Leporada and Florencio John S. Saladaga, for the establishment of Abaca Nursery Shed in Brgy. Liberty and Brgy. Dolores, Ormoc City, copies of the final Deeds of Usufruct are hereto attached as Annex "A" and "B", respectively and made integral parts hereof;

WHEREAS, Betchaida E. Leporada is a lawful owner of the real property located at Barangay Liberty, Ormoc City covered under Original Certificate of Title No. 0-74 containing an area of 66,067 square meters while Florencio John S. Saladaga is the lawful owner of the real property located at Barangay Dolores, Ormoc City covered under Transfer Certificate of Title No. 34532 containing an area of 6.9058 hectares;

WHEREAS, the local government is in need of a land to be utilized as Abaca Nursery Shed;



WHEREAS, the owners of the said properties recognizes the same need of the local government and agrees to take part in the project through the Deeds of Usufruct;

WHEREAS, for and in consideration of liberality, the owners grant the local government full right of possession, use, enjoyment and right of management of portions of the aforementioned properties containing an area of 200 square meters in Brgy. Liberty and another 200 square meters in Brgy. Dolores for the above cited purpose for a period of Ten (10) years;

WHEREAS, in a communication dated August 24, 2020 from the City Legal Office, it said that after review of the Deeds of Usufruct, the same are not contrary to law, morals, public order or public policy much less detrimental to the best interest of the local government however few revisions were made to the contracts thus recommended that the parties be notified of the revisions, a copy of the letter is hereto attached as Annex "C" and made an integral part hereof;

WHEREAS, a letter dated August 27, 2020 from the City Agriculturist to the City Mayor stated that as per recommendation of the Office of the City Legal Office, the owners of the subject properties were fully informed and amenable to the revisions made on the contracts, a copy of the letter is hereto attached as Annex "D" 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;

NOW THEREFORE, on joint motion of SP Member Tomas R. Serafica, Chairman - Committee on Agriculture, Fisheries & Agrarian Reform, and SP Member Benjamin S. Pongos Jr, Chairman - Committee on Laws & Ordinances, severally seconded by SP Members Peter M. Rodriguez, Lalaine A. Marcos, Vincent L. Rama, Roiland H. Villasencio, Joan Marbie C. Simbajon, Gregorio G. Yrastorza III and Esteban V. Laurente; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass AN OMNIBUS RESOLUTION GRANTING THE CITY MAYOR THE AUTHORITY TO ENTER INTO AND SIGN DEEDS OF USUFRUCT BY AND BETWEEN THE CITY GOVERNMENT OF ORMOC, BETCHAIDA E. LEPORADA AND FLORENCIO JOHN S. SALADAGA, FOR SEPARATE PARCELS OF LAND IN BRGY. LIBERTY AND BRGY. DOLORES, ORMOC CITY CONTAINING A TOTAL AREA OF FOUR HUNDRED (400) SQUARE METERS MORE OR LESS FOR THE ESTABLISHMENT OF ABACA NURSERY SHED;

ADOPTED, September 22, 2020.

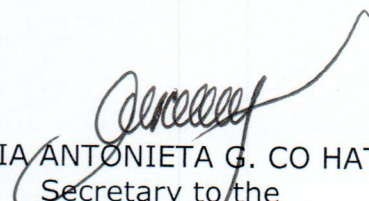
RESOLVED FURTHER, that a copy of the final and notarized Deeds of Usufruct be submitted to the Sangguniang Panlungsod of Ormoc City for its information and files;

RESOLVED FINALLY, that copies of this resolution be furnished each to the City Mayor, the City Administrator, City Legal Officer, City Agriculture Office, Ms. Betchaida E. Leporada, Mr. Florencio John S. Saladaga, the City Local Government Operations Officer-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  
Secretary to the  
Sangguniang Panlungsod

ATTESTED:

  
LEO CARMELO L. LOCSIN, JR.  
City Vice Mayor & Presiding Officer



## USUFRUCT AGREEMENT

This **USUFRUCT AGREEMENT** entered into by and between:

**BETCHAIDA E. LEPORADA**, married, of legal age, and a resident of Brgy. Liberty, Ormoc City, Leyte, Philippines hereinafter referred to as the **"OWNER"**;

-and-

**Local Government Unit of Ormoc City**, a political subdivision of the Republic of the Philippines, with principal address at Ormoc City Hall Building, Anubing St., Barangay Cogon, Ormoc City, Leyte, Philippines, represented by its City Mayor, **HON. RICHARD I. GOMEZ**, hereinafter referred to as **"USUFRUCTUARY"**

### WITNESSETH

**WHEREAS**, the **OWNER** is a lawful owner of the real property described as follows:

"A parcel of land located at Barangay Liberty, Ormoc City declared in the name of **ZENAIDA L. EMBAYARTE, BETCHAIDA L. EMBAYARTE and JEROME D. EMBAYARTE**, under **Original Certificate of Title No. 0-74** containing an area of **66,067 square meters**, more or less, and bounded on the North East by a creek, on the South east by a creek, on the South West by Lot # 25, and on the North West by Lot # 22.

**WHEREAS**, the **OWNER** warrants that the property subject of the usufruct is free from any liens and / or encumbrances;

**WHEREAS**, the **USUFRUCTUARY** acknowledges the need to utilize the land of the **OWNER** as the site for its **"Abaca Nursery Shed"** (herein referred to as project).

**WHEREAS**, the **OWNER** recognizes the same need by the Usufructuary and agrees to take part in the project through this Agreement;

**WHEREAS**, the **USUFRUCTUARY** only acquired the rights of possession, use, enjoyment and right of management of the property (to the extent permissible under the Philippine Law);

**WHEREAS**, the **OWNER** grants the **USUFRUCTUARY** the Right of Usufruct for the Property without consideration for the period of Ten (10) years, which shall not be interrupted in the event of disappearance or death of the **OWNER** and shall be renewable as agreed upon by the parties.

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

### AGREEMENT OF PARTIES;

The **OWNER**, for and in consideration of public service, do hereby **TRANSFER** and **CONVEY** by virtue of this agreement unto the **USUFRUCTUARY** a portion of the property containing an area of **200 square meter**, more or less, **and which portion pertains to the undivided share of the owner in the subject property concerned**, to be used for the **PROJECT** for a period of Ten (10) years from the date of effectivity, **renewable upon agreement of both PARTIES**;

In the event that the **USUFRUCTUARY** terminates the **PROJECT** before the agreed period, this Agreement shall be automatically extinguished;



This agreement shall likewise be terminated in case of force majeure or fortuitous events which will result to the total loss of the Project;

The **PARTIES** agree that all improvement introduced on the land, including the **PROJECT**, shall become the property of the **OWNER** upon expiration of the term of this usufruct agreement.

#### **OBLIGATION OF THE PARTIES;**

- A. The **USUFRUCTUARY** undertakes to care for the property and exercise the due diligence of a good father of a family.
- B. The **USUFRUCTUARY** is allowed to introduce improvement on the property and to use property for any lawful purpose.
- C. The **USUFRUCTUARY** shall be allowed to introduce, provide and maintain, at its own expense, proper infrastructures and other facilities and future improvements that shall make the property subject of the usufruct sustainable and viable for use.
- D. The **USUFRUCTUARY** shall be allowed to apply, sign, obtain, secure and submit documents necessary for securing the necessary permits, including but not limited to building development and occupancy permits, in case the usufructuary decides to build a structure in the property.
- E. The **USUFRUCTUARY** shall not use nor permit the use of the Project or any part thereof for any illegal or unreasonable purposes.
- F. The taxes, liens and any other charges imposed on the property during the term of the usufruct shall be at the expense of the **OWNER**.
- G. The **OWNER** shall warrant that the Right of way and any other easement were properly settled;
- H. The **OWNER** warrants that he/she shall not sell, mortgage or otherwise encumber the property or any portion thereof during the existences of this Agreement
- I. The **OWNER** warrants that Agreement shall be binding upon his successors in interest during the duration of this usufruct.

#### **WARRANTIES**

The Parties represent that they have the requisite powers, authority and capacity to enter into this Agreement and perform their obligations and undertaking in accordance with the terms and conditions set herein. The Parties likewise agree to sign, execute and deliver such other agreement and documents in furtherance of or for the effective implementation of this Agreement.

#### **MODIFICATION**

This Agreement may be revised, amended, or supplemented, in writing, only through mutual consent of both Parties.

#### **EFFECTIVITY**



This Agreement shall take effect upon signing hereof and shall remain in full force and effect unless revoked by mutual consent of all the Parties.

IN WITNESS WHEREOF, the parties have hereunto set their respective signature this \_\_\_\_\_ day of \_\_\_\_\_, 2020 at Ormoc City, Philippines.

OWNER LOCAL GOVERNMENT UNIT OF ORMOC CITY

By; By;

BET CHAIDA E. LEPORADA RICHARD I. GOMEZ  
City Mayor

WITNESSES

MICHELLE GUTIERREZ MARIA ELENA A. MENDOZA, MMBM  
Barangay Chairman, Brgy. Liberty City Agriculturist, CAO

ACKNOWLEDGMENT

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

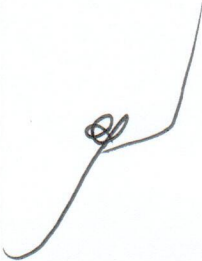
Before me, this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, Philippines, personally appeared the following, with competent evidence of identity:

PARTY	COMPETENT EVIDENCE OF IDENTITY

known to me to be the same persons who executed the foregoing consisting of \_\_\_\_\_ (\_\_\_\_) pages including the page on which this Acknowledgment and they acknowledged to me that the same is their free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, on the date and place above- written.

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2020.





## USUFRUCT AGREEMENT

This **USUFRUCT AGREEMENT** entered into by and between:

**FLORENCIO JOHN S. SALADAGA**, married, of legal age, Filipino and a resident of Kangleon St., Ormoc City, Leyte, Philippines hereinafter referred to as the **"OWNER"**;

-and-

**LOCAL GOVERNMENT UNIT OF ORMOC CITY**, a political subdivision of the Republic of the Philippines, with principal address at Ormoc City Hall Building, Anubing St., Barangay Cogon, Ormoc City, Leyte, Philippines, represented by its City Mayor, **HON. RICHARD I. GOMEZ**, hereinafter referred to as **"USUFRUCTUARY"**

### WITNESSETH

**WHEREAS**, the **OWNER** is the lawful owner of the real property described as follows:

"A parcel of land located at Brgy. Milagro, Ormoc City, **previously known as Barrio of Dolores, City of Ormoc**, declared in the name of **FLORENCIO A. SALADAGA** under **Transfer Certificate of Title No. 34532** containing an area of 6.9058 hectares, more or less, and bounded on the North by the Provincial Road on the South East by Lots Nos. 9061 and 11028 #23, on the South West by the Anilao River and in the North by the Provincial Road.

**WHEREAS**, the **OWNER** warrants that the property subject of the usufruct is free from any liens and / or encumbrances;

**WHEREAS**, the **USUFRUCTUARY** acknowledges the need to utilize the land of the **OWNER** as the site for its **"Abaca Nursery Shed"** (herein referred to as project).

**WHEREAS**, the **OWNER** recognizes the same need by the Usufructuary and agrees to take part in the project through this Agreement;

**WHEREAS**, the **USUFRUCTUARY** only acquired the rights of possession, use, enjoyment and right of management of the property (to the extent permissible under the Philippine Law);

**WHEREAS**, the **OWNER** grants the **USUFRUCTUARY** the Right of Usufruct for the Property without consideration for the period of Ten (10) years, which shall not be interrupted in the event of disappearance or death of the **OWNER** and shall be renewable as agreed upon by the parties.

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

### AGREEMENT OF PARTIES;

The **OWNER**, for and in consideration of public service, do hereby **TRANSFER** and **CONVEY** by virtue of this agreement unto the **USUFRUCTUARY** a portion of the property containing an area of **200** square meter, more or less, to be used for the **PROJECT** for a period of Ten (10) years from the date of effectivity, **renewable upon agreement of both PARTIES**;



In the event that the **USUFRUCTUARY** terminates the **PROJECT** before the agreed period, this Agreement shall be automatically extinguished;

This agreement shall likewise be terminated in case of force majeure or fortuitous events which will result to the total loss of the Project;

The **PARTIES** agree that all improvement introduced on the land, including the **PROJECT**, shall become the property of the **OWNER** upon expiration of the term of this usufruct agreement.

#### **OBLIGATION OF THE PARTIES;**

- A. The **USUFRUCTUARY** undertakes to care for the property and exercise the due diligence of a good father of a family.
- B. The **USUFRUCTUARY** is allowed to introduce improvement on the property and to use property for any lawful purpose.
- C. The **USUFRUCTUARY** shall be allowed to introduce, provide and maintain, at its own expense, proper infrastructures and other facilities and future improvements that shall make the property subject of the usufruct sustainable and viable for use.
- D. The **USUFRUCTUARY** shall be allowed to apply, sign, obtain, secure and submit documents necessary for securing the necessary permits including but not limited to building development and occupancy permits, in case the usufructuary decides to build a structure in the property.
- E. The **USUFRUCTUARY** shall not use nor permit the use of the Project or any part thereof for any illegal or unreasonable purposes.
- F. The taxes, liens and any other charges imposed on the property during the term of the usufruct shall be at the expense of the **OWNER**.
- G. The **OWNER** shall warrant that the Right of way and any other easement were properly settled;
- H. The **OWNER** warrants that he/she shall not sell, mortgage or otherwise encumber the property or any portion thereof during the existences of this Agreement
- I. The **OWNER** warrants that Agreement shall be binding upon his successors in interest during the duration of this usufruct.

#### **WARRANTIES**

The Parties represent that they have the requisite powers, authority and capacity to enter into this Agreement and perform their obligations and undertaking in accordance with the terms and conditions set herein. The Parties likewise agree to sign, execute and deliver such other agreement and documents in furtherance of or for the effective implementation of this Agreement.

#### **MODIFICATION**

This Agreement may be revised, amended, or supplemented in writing, only through mutual consent of both Parties.





**EFFECTIVITY**

This Agreement shall take effect upon signing hereof and shall remain in full force and effect unless revoked by mutual consent of all the Parties.

IN WITNESS WHEREOF, the parties have hereunto set their respective signature this \_\_\_\_\_ day of July, 2020 at Ormoc City, Philippines.

**OWNER**

**LOCAL GOVERNMENT UNIT OF  
ORMOC CITY**

By;

By;

**FLORENCIO JOHN S. SALADAGA**

**RICHARD I. GOMEZ**  
City Mayor

**WITNESSES;**

**HELARIO SINGSON**

Barangay Chairman, Brgy. Milagro

**MARIA ELENA A. MENDOZA, MMBM**  
City Agriculturist, CAO

**ACKNOWLEDGMENT**

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

Before me, this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, Philippines, personally appeared the following, with competent evidence of identity:

PARTY	COMPETENT EVIDENCE OF IDENTITY

known to me to be the same persons who executed the foregoing consisting of \_\_\_\_\_ ( ) pages including the page on which this Acknowledgment and they acknowledged to me that the same is their free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, on the date and place above- written.

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2020.



## OFFICE OF THE CITY LEGAL OFFICER

Ormoc City, Leyte



24 August 2020

**MAYOR RICHARD I. GOMEZ**  
Ormoc City

Thru: **MA. VICTORIA LYRA P. DELA CERNA**  
City Gov't, Asst. Dept. Head I

Dear Ms. Dela Cerna:

This is relative to your request for review of the two (2) Usufruct Agreements to be entered into by the LGU-Ormoc and Betchaida E. Leporada and Florencio A. Saladaga for the establishment of an Abaca Nursery Shed in Brgy. Liberty and Brgy. Dolores, Ormoc City, respectively.

The undersigned, after review of the two (2) agreements, finds that the same are not contrary to law, morals, public order or public policy much less detrimental to the best interest of LGU-Ormoc City, however, in order to provide clarity and propriety in details and in its terms and conditions few revisions were made to the contracts, as shown and highlighted in the Usufruct Agreement attached to this opinion. It is also worthy to note that the lot subject of the agreement is still co-owned and it would be best to have it partitioned by the co-owners. However, absent any action for partition and considering the trivial portion of the party to be subjected to a usufruct, it is suggested that another co-owner be made witness to the agreement.

It is then recommended that the parties be notified of the revisions made before the revised Usufruct Agreement is endorsed with the SP for the authority of the Mayor to sign the same.

This comment/opinion/recommendation is hereby being rendered based on the documents submitted without prejudice to contrary opinion from competent authorities or ruling of the proper court.

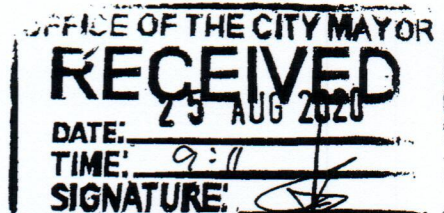
For your consideration.

Most Respectfully,

**ATTY. ANNE VERNADICE A. AREÑA**  
Attorney III

WITH CONFORMITY:

**ATTY. JOSEPHINE A. MEJIA- ROMERO**  
City Legal Officer



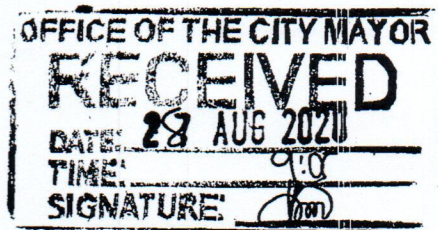
*Received*  
*RHEA* *8/26/20*

New Ormoc City Hall, Aunubing St., Cogon, Ormoc City  
(053)255-7395 loc. 1010 ++ clo.ormoc@gmail.com





Republic of the Philippines  
**CITY AGRICULTURE OFFICE**  
Ormoc Agri-Tech Center, Bgy. San Pablo, Ormoc City  
Tel #: 053-561-3156  
Email add: cityagricultureoffice\_ormoc@yahoo.com.ph



August 27, 2020

**HON. RICHARD I. GOMEZ**  
City Mayor  
Ormoc City

Dear Mayor Gomez:

Good day!

This is relative to the two (2) Usufruct Agreement to be entered into by the Local Government Unit of Ormoc City and Betchaida E. Leporada and Florencio John Saladaga for the establishment of Abaca Nursery Shed. As per recommendation by the Office of the City Legal Officer, lot owners must be notified of the revisions made on the agreement before endorsing to the Sangguniang Panlungsod.

Hence, we would like to inform that the above mentioned owners were fully informed and amenable to the revisions made on the agreement.

Thank you and GOD bless!

Very truly yours,

**MARIA ELENA A. MENDOZA, MMBM**  
City Agriculturist

