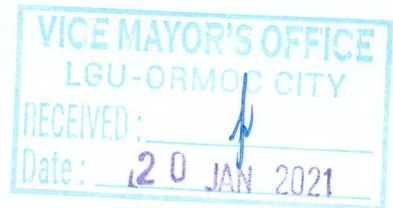
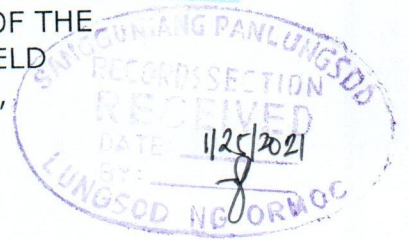


REPUBLIKA NG PILIPINAS  
SANGGUNIANG PANLUNGSOD  
LUNGSOD NG ORMOC



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 JANUARY 19, 2021



PRESENT:

Leo Carmelo L. Locsin, Jr.  
Benjamin S. Pongos, Jr.,  
Roiland H. Villasencio,  
Tomas R. Serafica,  
Nolito M. Quilang,  
Eusebio Gerardo S. Penserga,  
Jasper M. Lucero,  
Peter M. Rodriguez,  
Vincent L. Rama,  
Gregorio G. Yrastorza III,  
Lalaine A. Marcos,  
Esteban V. Laurente,

City Vice Mayor & Presiding Officer  
SP Member, Majority Floor Leader  
SP Member  
SP Member, Asst. Majority Floor Leader  
SP Member  
SP Member  
SP Member  
SP Member  
SP Member  
SP Member  
SP Member

Joan Marbie C. Simbajon,

Ex-Officio SP Member, Chapter President,  
Liga ng mga Barangay ng Ormoc  
Ex-Officio SP Member, Chapter President,  
Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

**RESOLUTION NO. 2021-014**

**A RESOLUTION GRANTING AUTHORITY TO THE CITY  
MAYOR RICHARD I. GOMEZ OR THE ACTING CITY  
MAYOR TO ENTER AND SIGN THE DEED OF  
USUFRUCT (DOU) TO BE ENTERED BY AND BETWEEN  
THE LOCAL GOVERNMENT UNIT OF ORMOC AND THE  
DEPARTMENT OF EDUCATION - ORMOC CITY  
DIVISION, FOR THE ESTABLISHMENT OF THE  
SALVACION NATIONAL HIGH SCHOOL.**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated January 12, 2021 from the Office of the City Mayor, endorsing a request for the issuance of an authority for the City Mayor to enter and sign the Deed of Usufruct (DOU) to be entered by and between the Local Government Unit of Ormoc and the Department of Education - Ormoc City Division, for the establishment of the Salvacion National High School. Further requesting that this matter be treated as URGENT, a copy of the DOU is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, in an Annotation dated January 11, 2021, the City Legal Office finds nothing legally objectionable in the said DOU and that the same is not contrary to law, morals, public order, or public policy much less detrimental to the best interest of Ormoc City;

WHEREAS, the LGU-Ormoc City is the lawful owner of a parcel of land acquired by Deed of Donation from Salvacion Ayuyao-Penya on December 2, 2018 located at Brgy. Salvacion, this City, containing an area of Fifty-Seven Thousand Five Hundred Thirty-Six (57,536) square meters more or less, a copy of the DOD is hereto attached as "ANNEX B" and made an integral part hereof;



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 a site upon which to establish the Salvacion National High School;

WHEREAS, the owner acknowledges said need of the usufructuary and herein agrees to assist in the implementation of the Project;

WHEREAS, this Sanggunian, after thorough examination of the aforementioned Deed of Usufruct, finds that: the same is not contrary to law, existing contract, public policy, customs and morals; is reasonable and in order; the same is entered into for the best interests of the City; and, finally, that the granting of the authority to enter and sign the Deed of Usufruct, among other lawful purposes, facilitates the ongoing developmental progress of the City and henceforth, deserving of this august Body's prompt and favorable consideration;

WHEREFORE, on joint motion of SP Member Nolito M. Quilang, Chairman, Committee on Education and SP Member Benjamin S. Pongos, Jr., Chairman, Committee on Laws & Ordinances, severally seconded by SP Members Tomas R. Serafica, Eusebio Gerardo S. Penserga, Peter M. Rodriguez, Gregorio G. Yrastorza III, Esteban V. Laurente, Vincent L. Rama, Joan Marbie C. Simbajon, Lalaine A. Marcos, Jasper M. Lucero and Roiland H. Villasencio; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ENTER AND SIGN THE DEED OF USUFRUCT (DOU) TO BE ENTERED BY AND BETWEEN THE LOCAL GOVERNMENT UNIT OF ORMOC AND THE DEPARTMENT OF EDUCATION - ORMOC CITY DIVISION, FOR THE ESTABLISHMENT OF THE SALVACION NATIONAL HIGH SCHOOL;

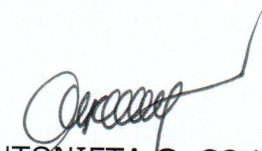
ADOPTED, January 19, 2019.

RESOLVED, FURTHER, that a copy of the final notarized Deed of Usufruct (DOU) be submitted to this Sanggunian for its information and files;


RESOLVED, FINALLY, to furnish copies of this resolution each to the City Mayor of Ormoc Richard I. Gomez; the City Administrator, Mr. Vincent L. Emnas; the City Legal Officer, Atty. Josephine Mejia-Romero; the Superintendent, DepEd-Ormoc City Division; the City Local Government Operations Officer-DILG; and other offices concerned for their information and guidance;

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the foregoing resolution.

  
MARIA ANTONIETA G. CO HAT  
Secretary to the  
Sangguniang Panlungsod

ATTESTED:

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



DEED OF USUFRUCT

"Annex A"  
Res. # 2021-014

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, DPA**, as authorized per Sangguniang Panlungsod Resolution No. \_\_\_\_, hereinafter referred to as the **"OWNER"**

- and -

Department of Education Division of Ormoc City, a government office under the Department of Education (DepEd), with principal office at Narra Street, Brgy. Don Filipe, Ormoc City, represented herein by its Officer-in-Charge, Office of the Schools Division Superintendent, **MS. LANI H. CERVANTES, CESO VI**, hereinafter referred to as **"USUFRUCTUARY"**

WITNESSETH

**WHEREAS**, the LGU Ormoc is the lawful owner of a parcel of land acquired by deed of donation from **SALVACION AYUYAO-PENYA** on December 2, 2018 located at Barangay Salvacion, Ormoc City, more particularly described as follows:

"A parcel of land Lot No. 5857 of the Cadastral Survey of Ormoc with improvements thereon situated in the Barrio of Salvacion, Municipality of Ormoc, Bounded on the NE by the Podlos Creek and Lot No. 5855; on the SE by Lot Nos. 5858, 7836, 7835 and on the SW by Lot No. 5859; and in the NW by Podlos Creek. Beginning at a point marked "I" on plan, being S. 64 deg. 27' E., from B.B.M. No. 19, thence 13 13 deg. 37' W., 133.11 m. to point 2; thence N. 66 deg. 47' E., 161.30m. to point 3; thence 32'E., 54.00 m to point 4; thence N. 4646 deg. 52'E., 74.16m. to point 5; thence S. 65 deg. 48'E., 103.26m. to point 6; thence deg. 22'E., 142.10m. to point 7; thence S. 84 deg. 39'W., 45.11 m. to point 8; thence S. 71 deg. 36'W., 49.09 m. to point 9; thence N. 89 deg. 22'W., 49.19 m. to point 10; thence S. 77 deg. 35'W., 13.12 m. to point 11; thence S. 74 deg. 44'W., 258.99 m. to the point of beginning: containing an area of FIFTY SEVEN THOUSAND FIVE HUNDRED AND THIRTY-SIX (57,536) Square Meters more or less.

**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 a site upon which to establish the **SALVACION NATIONAL HIGH SCHOOL**;

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

**NOW, THEREFORE**, the Parties hereto hereby agree as follows:

I. **GENERAL AGREEMENT**

1. The **OWNER**, for and in consideration of public service, do hereby allows the **USUFRUCTUARY** the USE 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.

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public policy, moral

Amendments/Revisions

Atty. Joseph A. Mejia-Romero

DATE: JAN 11 2021



3. The term of the usufruct is for a period of **twenty five (25) years**, 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** of the and
  - e. Violation of the terms of the usufruct by the **USUFRUCTUARY**.

## II. OBLIGATIONS OF THE USUFRUCTUARY

1. The **USUFRUCTUARY** shall care for the property with the due diligence of a good father of the 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 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.

IN WITNESS WHEREOF, the Parties have hereunto affixed their respective signatures this \_\_\_ day of \_\_\_\_\_, 2021, at Ormoc City, Philippines;

**LGU – ORMOC**  
Owner

By:

**RICHARD I. GOMEZ, MBA**  
City Mayor

**Department of Education Division of**  
**Ormoc City**  
Usufructuary

By:

**LANI H. CERVANTES, CESO VI**  
Officer-in-Charge, Office of the Schools  
Division Superintendent  
DEPED Ormoc City Division

REVIEWED
ORMOC CITY LEGAL OFFICE
Approved
Separate Opinion
Drafted by CLO
Not contrary to laws, public policy, moral.
Amendments/Revisions
Atty. Joseph A. Milla Gomez City Legal Officer
BY: _____ DATE: <b>JAN 11 2021</b>

WITNESSES:

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

ACKNOWLEDGEMENT

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  
LANI H. CERVANTES, CESO VI

Who represented to me that their respective signatures upon this instrument were voluntarily affixed by them for the purposes 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 acknowledgement 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 \_\_\_\_\_, 2021, in Ormoc City, Leyte, Philippines.

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2021. \_\_\_\_\_

REVIEWED
ORMOC CITY LEGAL OFFICE
____ Approved
____ Separate Opinion
____ Drafted by CLO
____ Not contrary to laws, public policy, moral.
____ Amendments/Revisions
Atty. Josephine A. Maja-Romero City Legal Officer
BY: _____ DATE: JAN 11 2021



# DEED OF DONATION

KNOW ALL MEN BY THESE PRESENTS:

This DEED OF DONATION, made and executed by:

**SALVACION AVUYAO- PENNYA**, Filipino, of legal age, married to Tito Pennyn and a resident of 512 Gretna Green Way, Los Angeles, CA, USA, herein represented by **GRACE A. MARIANO**, Filipino and with residence and postal address at Ormoc City, Philippines, to be my Attorney-in-Fact, in my name, as shown by a Special Power of Attorney dated \_\_\_\_\_, and hereinafter referred to as the "DONOR";

- in favor of -

**THE LOCAL GOVERNMENT UNIT OF ORMOC**, a municipal corporation created and existing under Philippine laws, with address at Aunubing Street, 1700 Y. Cogon, Ormoc City, represented by Mayor **RICHARD L. GOMEZ**, hereinafter referred to as the "DONEE"

WITNESSETH, that:

The DONOR is the registered and absolute owner of one (1) parcel of land which she acquired by gratuitous title situated in the City of Ormoc, Philippines, more particularly described as follows:

## TRANSFER CERTIFICATE OF TITLE No. 17471

"A parcel of land Lot No. 5857 of the Cadastral Survey of Ormoc), with improvements thereon situated in the Barrio of Salvacion, Municipality of Ormoc. Bounded on the NE. by the Padlos Creek and Lot No. 5855; on the SE., by Lots Nos. 5858, 7836, 7835 and on the SW. by Lot No. 5859; and on the NW. by the Padlos Creek. Beginning at a point marked "1" on plan, being S. 64 deg. 27' E., from B.B.M. No. 19, thence 13 13 deg. 27' W., 133.11 m. to point 2; thence N. 66 deg. 47' E., 161.20m. to point 3; thence 32' E., 54.00m to point 4; thence N. 4646 deg. 52' E., 74.16m. to point 5; thence S. 65 deg. 48' E., 103.26 m. to point 6; thence deg. 22' E., 142.10 m. to point 7; thence S. 84 deg. 39' W., 45.11 m. to point 8; thence S. 71 deg. 36' W., 49.09 m. to point 9; thence N. 89 deg. 22' W., 49.19 m. to point 10; thence S. 77 deg. 35' W., 13.12 m. to point 11; thence S. 74 deg. 44' W., 258.99 m. to the point of beginning; containing an area of FIFTY SEVEN THOUSAND FIVE HUNDRED AND THIRTY-SIX (57,536) Square Meters more or less. xxx"

The DONOR recognizes and supports the noble task of the DONEE in promoting the education and development of the youth of the City;

The DONOR desires to assist the DONEE and give further impetus to the various education programs being implemented by the City;

NOW, THEREFORE, for and in consideration of the foregoing premises and due to the magnanimity of the DONOR, the latter hereby transfers and conveys unto the DONEE, by way of DONATION, a portion of the said parcel of land with an area of FORTY ONE THOUSAND SEVEN HUNDRED TWENTY SIX (41,726) square meters, indicated in the Site Development Plan attached hereto as Annex "A" and made an integral part of this document;

*(Signature)*

1. The property donated shall be used solely by the DONEE for a school and educational purposes;
2. The DONEE, at its own expense, shall maintain the donated land its immediate surroundings in clean and safe conditions;
3. The DONEE shall not sell, assign, transfer, donate, mortgage or otherwise convey or encumber any portion of the property to any person or entity;
4. The DONEE must not use the Property for any unlawful purpose/s.

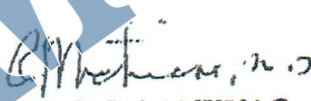
In the event that the conditions of the donation, as contained herein, are not complied with by the DONEE after the latter's failure to comply with the same is brought to its attention, this donation shall be automatically revoked and rendered ineffective and the DONOR shall regain ownership over the property so donated and shall have the right to recover possession of the same.

### ACCEPTANCE

The DONEE hereby accepts the donation of the aforementioned property as listed in Annex "A", together with the conditions herein imposed, and hereby expresses its gratitude and appreciation for the support, kindness and liberality of the DONOR.

That the DONOR hereby states further that this is the only DONATION he has made for the current year.

IN WITNESS WHEREOF, the DONOR has hereunto affixed his hands this day of DEC 27 2010 at ORMOC CITY, Philippines.

  
SALVACION AYUYAO-PENNYA  
represented by GRACE A. MATRIANO

THE LOCAL GOVERNMENT UNIT OF ORMOC  
represented by Mayor RICHARD T. GOMEZ  
As per SP Resolution No. 2018-297

WITNESSED BY:

  
PRINT NAME AND SIGN



# ACKNOWLEDGMENT

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

Before me, this \_\_\_\_\_ day of DEC 2, 2018 at \_\_\_\_\_,  
Philippines, personally appeared the parties with competent evidence of identity:

PARTY	COMPETENT EVIDENCE OF IDENTITY
Grace A. Matriano	<u>OSCA 10 NO. 110 13</u>
Richard I. Gomez	<u>UM10 CRN-021-1428-7865-8</u>

known to me to be the same persons who executed the foregoing Deed of Donation consisting of TWO (2) pages including the pages on which this Acknowledgment and the acceptance of the DONEE is written, 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. 461 :  
Page No. 43 :  
Book No. IV :  
Series of 2018.

ATTY. AGUSTO M. SORIANO, JR.  
Notary Public for the Philippines  
My Comm. No. 1272117  
Expiry Date 12/22/17  
Place of Birth Ormoc City  
Date of Birth 1964  
Place of Birth Ormoc City  
Date of Birth 1964  
Place of Birth Ormoc City

*Grace A. Matriano, Jr.*