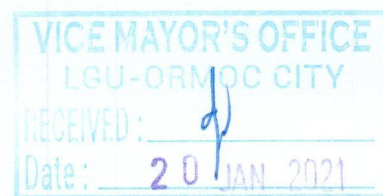
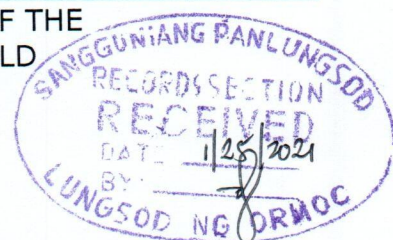


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



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
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. 2021-015

**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 ORMOC
CITY SPECIAL EDUCATION (SPED) INTEGRATED
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 Ormoc City Special Education (SPED) Integrated 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 located at Carlos Tan St., Brgy. District 18, Ormoc City, covered by Tax Declaration No. 01018-00010 containing an area of Forty-Two Thousand Eight Hundred Forty-One (42,841) square meters more or less, a copy of the Tax Declaration 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 Ormoc City Special Education (SPED) Integrated 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 and Ordinances, severally seconded by SP Members Tomas R. Serafica, Peter M. Rodriguez, Gregorio G. Yrastorza III, Esteban V. Laurente, Vincent L. Rama, Joan Marbie C. Simbajon, Lalaine A. Marcos and Jasper M. Lucero; 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 ORMOC CITY SPECIAL EDUCATION (SPED) INTEGRATED SCHOOL;

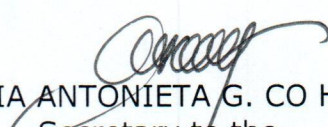
ADOPTED, January 19, 2021.

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

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 located at Carlos Tan St., Barangay District 18, Ormoc City, covered by Tax Declaration No. 01018-00010 and more particularly described as follows:

A parcel of land described as cadastral Lot No. 1287 & 1288 - Part situated in Barangay District 18, Ormoc City with the following boundaries: North E-Lot 1395, 1377 & 1286, South W-Carlos Tan St., East S Hermosilla Drive and San Pedro St., West Lot 1282 and 1286 containing an area of 42,841.

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 **ORMOC CITY SPED INTEGRATED 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 allow the **USUFRUCTUARY** the USE of a _____ Meter 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 **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.

REVIEWED
ORMOC CITY LEGAL OFFICE
Approved
Separate Opinion
Drafted by CLO
Not contrary to laws, public policy, moral.
Amendments/Revisions
BY: _____ DATE: JAN 11 2021

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

WITNESSES:

REVIEWED
ORMOC CITY LEGAL OFFICE
Approved
_____ Lani H. Cervantes, CESO VI Officer-in-Charge, Office of the Schools Division Superintendent DEPED Ormoc City Division
Drafted by CLO
Not contrary to laws, public policy, moral.
Amendments/Revisions
Atty. Josephine A. Mojares City Legal Officer
CY: _____ DATE: JAN 11 2021

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.
_____	Ammendments/Revisions
BY: _____	DATE: JAN 11 2021

DECLARATION OF REAL PROPERTY
(FILED UNDER REPUBLIC ACT NO. 7160)

Owner CITY GOVERNMENT OF ORMOG

Administrator.

Ormoc City

Address

Address

DESCRIPTION AND OTHER PARTICULARS OF PROPERTY	Address
ty Carlos Tan St.	38

Location of Property Carlos Tan St.

Number and Street

18

(Barangay/District)

Ormoc City

Certificate of Title No.

Cadastral Lot. No. 1287 & 1288-F

(Municipality/City/Province)

Boundaries

North-Lot 1395, 1377 & 1286

Block No.

East Hermosilla Drive & San Pedro St. South W- Carlos Tan St.
West Lot 1282 & 1286
(State streets, lots, or streams by which bounded)

(State streets, lots, or streams by which bounded or names of owners of adjoining lands)

1 (a) LAND (AGRICULTURAL/MINERAL)

[illegible][illegible]

1 (b) PLANT & TREES

[illegible]

ASSESSOR'S FINDINGS

Base Market Value	Number and Kind	Annual Product (Quantity)	Unit Value	Market Value
Adjustments:				
(a) Along _____ or no rd from isg- _____ %				
(b) _____ Kms. _____ weather rd _____ %				
(c) _____ Kms. _____ market (pob) _____ %				
Total Adjustment _____ %				

CERTIFIED PHOTOCOPY FROM THE ORIGINAL

ARTHUR C. ARCUINO
CIC-City Assessor

January 13, 2017

II LAND (RESIDENTIAL, COMMERCIAL, INDUSTRIAL, SPECIAL)

[illegible]

ASSESSOR'S FINDINGS				
Kind	Area	Unit Values	Adjustments	Market Value
Governemnt (Residential)	42,841	P 530.00	R-1P 22	7,705,730.
Total	42,841	P 530.		P 22,705,730.

III (a) BUILDING AND OTHER IMPROVEMENTS

1. OWNER'S DECLARATION

DESCRIPTION	Floor Area	Construction Materials				Market Value
		1st Story	2nd Story	3rd Story	Roof	
Total						

2. ASSESSOR'S FINDINGS

DESCRIPTION	Floor Area	Construction Materials				Market Value
		1st Story	2nd Story	3rd Story	Roof	
Total						

III (b) MACHINERY

1. OWNER'S DECLARATION

DESCRIPTION	Date of Operation	Original Cost	Depreciation	Market Value
Total				

2. ASSESSOR'S FINDINGS

DESCRIPTION	Date of Operation	Replacement Cost	Depreciation	Market Value
Total				

SWORN STATEMENT OF OWNER

Under the provisions of Republic Act No. 7160, I HEREBY CERTIFY that the current and fair market value (x) of the foregoing described property of which I am the owner/administrator, is to the best of my knowledge and belief, as follows:

Land

Improvements

TOTAL VALUE

(Signature)

TIN

Subscribed and sworn to before me this _____ day of _____, 19____, at _____, person taking oath presenting Community Tax Certificate No. _____ issued on _____.

Signature of official administering oath

Official Title

TIN

ASSESSMENT BY

(CITY/PROVINCIAL ASSESSOR)
(BOARD OF ASSESSMENT APPEALS)
(CENTRAL BOARD OF ASSESSMENT APPEALS)

Kind of Property	Actual Use	Market Value	Assessment Level	Assessed Value
Land	School Site	22,705,730.00	20%	4,541,150.00
Total		22,705,730.00		4,541,150.00

TOTAL ASSESSED VALUE FOUR MILLION FIVE HUNDRED FORTY ONE THOUSAND ONE HUNDRED FIFTY (AMOUNT IN WORDS)

APPROVED:
 CRISTEN B. MUAJONON
 Provincial/City Assessor
 May 12, 1999

Provincial/City Assessor

By

Deputy

DATE

THIS DECLARATION CANCELS TAX NOS. 01018-00011

TAX NOS. _____ IS CANCELLED BY
 THIS DECLARATION BEGINS WITH THE
 YEAR _____ TAX UNDER THIS DECLARATION BEGINS WITH THE
 OR 19 _____ B: _____ ENTERED IN THE REAL PROPERTY ASSESSMENT ROLL
 PREVIOUS ASSESSED VALUE: LAND P3,598,640.00 IMPROVEMENT P _____

/ats