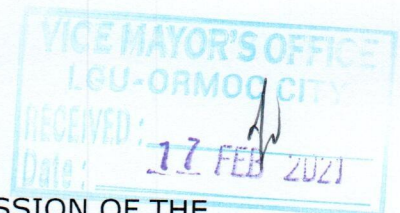


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



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 FEBRUARY 16, 2021

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
Nolito M. Quilang,	SP Member
Eusebio Gerardo S. Penserga,	SP Member
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

RESOLUTION NO. 2021-042

**A RESOLUTION GRANTING AUTHORITY TO THE CITY
MAYOR RICHARD I. GOMEZ OR THE ACTING CITY
MAYOR TO ENTER INTO AND SIGN THE DEED OF
USUFRUCT (DOU) BY AND AMONG THE CITY
GOVERNMENT OF ORMOC, LOCAL GOVERNMENT UNIT
OF BARANGAY CAGBUHANGIN AND SIXTY-FOUR (64)
INFORMAL SETTLERS AFFECTED BY THE ECO-PARK
PROJECT IN PUROK 8, SITIO QUINTOLIMBO, BRGY.
NAUNGAN, ORMOC CITY.**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated December 15, 2020 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) by and among the City Government of Ormoc, Local Government Unit of Barangay Cagbuhangin and Sixty-Four (64) Informal Settlers affected by the Eco-Park Project in Purok 8, Sitio Quintolimbo, Brgy. Naungan, Ormoc City, a copy of the DOU is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, in an SP Resolution No. 2017-303, this Sanggunian authorized City Mayor Richard I. Gomez or the Acting City Mayor to enter into and sign the Deed of Usufruct for and on behalf of the Local Government Unit of Ormoc in favor of Barangay Cagbuhangin over a portion of land consisting of an area of Eleven Thousand Seven Hundred Forty-Six (11,746) square meters more or less for the relocation of the beneficiaries of the Core Shelter Assistance Program of the Philippine Red Cross and other similar purposes, a copy of the Resolution is hereto attached as "ANNEX B" and made an integral part hereof;

WHEREAS, under the Deed of Usufruct signed on January 12, 2018, the term was for a period of five (5) years from the signing of the agreement unless the parties pre-terminate or mutually agree to extend or renew the same under terms and conditions acceptable to them, a copy of the DOU is hereto attached as "ANNEX C" and made an integral part hereof;

WHEREAS, the City Government of Ormoc is the registered and absolute owner of two (2) parcels of land situated in Barangay Cagbuhangin containing a total area of Forty-Two Thousand Four Hundred Ninety-One (42,491) square meters, copy of the TCTs is hereto attached as "ANNEX D" and made an integral part hereof;

WHEREAS, the City Government of Ormoc is currently implementing a government-funded project known as Eco-Park Project situated in Purok 8, Sitio Quintolimbo, Brgy. Naungan, Ormoc City;

WHEREAS, the said government project has affected Sixty-Four (64) informal settlers (usufructuaries) in the area and there is an urgent need to relocate them to a more safe area suitable for several household whose houses are erected on areas that are considered high-risk or unsafe for personal dwelling and in order also not to delay the said project;

WHEREAS, the City Government of Ormoc, through its Local Housing Board, has decided to temporarily relocate the 64 affected informal settlers to the vacant lots located in Brgy. Cagbuhangin for a period of ten (10) years while it is still looking for a permanent housing project;

WHEREAS, the City General Services Office and City Administrator's Office prepared a Site Development Plan of the relocation site consisting of Ninety-Two (92) subdivision residential lots which are suitable for residential purposes, a copy of the Plan is hereto attached as "ANNEX E" and made an integral part hereof;

WHEREAS, out of the 64, there are already 7 informal settlers who were accommodated to use and occupy the unutilized subdivided lots in Lot 7917-C which is covered by the existing Deed of Usufruct between the City Government and Barangay Cagbuhangin;

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 motion of SP Member Benjamin S. Pongos, Jr., Chairman, Committee on Zoning, Housing, and Land Use, severally seconded by SP Members Tomas R. Serafica, Gregorio G. Yrastorza III, Esteban V. Laurente, Lalaine A. Marcos, Roiland H. Villasencio, Nolito M. Quilang, Joan Marbie C. Simbajon, Vincent L. Rama and Peter M. Rodriguez; 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 INTO AND SIGN THE DEED OF USUFRUCT (DOU) BY AND AMONG THE CITY GOVERNMENT OF ORMOC, LOCAL GOVERNMENT UNIT OF BARANGAY CAGBUHANGIN AND SIXTY-FOUR (64) INFORMAL SETTLERS AFFECTED BY THE ECO-PARK PROJECT IN PUROK 8, SITIO QUINTOLIMBO, BRGY. NAUNGAN, ORMOC CITY;

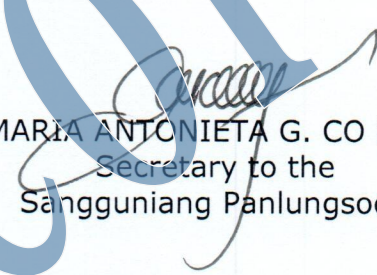
ADOPTED, February 16, 2021.

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 Sangguniang Barangay of Cagbuhangin; the CGSO; the CPDO; the OCHO; the 64 informal settlers; 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

Annex "A"

USUFRUCT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **USUFRUCT AGREEMENT**, hereinafter referred to as "Agreement" is made and executed by and among:

CITY GOVERNMENT OF ORMOC, a political subdivision existing under the laws of the Republic of the Philippines, with principal office address at New Ormoc City Hall, Aunubing Street, Cogon, Ormoc City, Leyte, Philippines, herein represented its Local Chief Executive, **MAYOR RICHARD I. GOMEZ**, as herein duly authorized thru Sangguniang Panlungsod ng Ormoc Resolution No. _____ dated _____, hereinafter referred to as the "**LANDOWNER**";

-and-

LOCAL GOVERNMENT UNIT OF BARANGAY CAGBUHANGIN (BARANGAY CAGBUHANGIN), a political subdivision existing under the laws of the Republic of the Philippines and within the jurisdiction of Local Government Unit of Ormoc, herein represented by its Punong Barangay, **PUNONG BARANGAY EDUARDO G. NAZARIO**, as duly-authorized thru Cagbuhangin Sangguniang Barangay Resolution No. _____ dated _____ hereinafter referred to as the "**BARANGAY CAGBUHANGIN**";

-and-

FELIPE CALOB ABELGAS, JR., ANTONIA BAUTISTA, DOMENIC BAUTISTA, CONRADO BERANIO, SR., LOUIN BERANIO, SHIELA BERANIO, GLYN BIOCO, LARRY G. BIOCO, REYMART BIOCO, ROGER BRIZO, MARJIE CABUSAS, FELIPE CAMBAYA, MIGUEL CAMBAYA, SR., PEPITO CAMBAYA, SR., PERLA I. CAMBAYA, CRESENCIA CANTOJA, MARINEL CANTUJA, MARCILITO CEURBO, MA. RAMONA COGAY, ELIAS DAJAB COMINGKING, JEAN C. COMINGKING, LEONILA ENTERO COMINGKING, REYCARDO COMINGKING, SOFIA M. COMINGKING, SOSIMO COMINGKING, MARILOU CORITANA, EIPANIO COSTE, SANLY CUERBO, RALF DIC CUERVO, GINA DIABLO, RODOLFO DUMANGGAS, EDITO A. ESTREMOS, CORNELIA A. GUBALANE, JERRY A. GUBALANE, ROSE MARIE GUBALANI, ALLAN LIBORES, CECILIA STA. ANA LUMOGDANG, MAXIMO MALUBAY, WELMAR ASIS MALUBAY, ORVIC TABON MEÑOSA, RODOLFO E. MEÑOSA, JR., RONNEL ENERO MEÑOSA, FLORITA SALINAS MORALES, JOHN DAVID MORALES, MICHELL PANOY MORALES, JOEL NECESARIO, DANILO OBSEÑARES, JULITO L. PALES, NARCISO PATOMBON, GALICANO C. POGADO, VICENTE SABINORIO, ROSE MARIE SALUDAGA, DAGOL PELEN SALUDAGA, JONATHAN SALUDAGA, SR., DANILO SAYSON, ARNEL SAQUEZ, HYDIE SIMBAJON, JERIMIAS SIMBAJON, RONILO TABON, LARRA TAGHOY, ANTONIO Taneo, ROSELYN VERALLO, DANNY JALO VIRTUDAZO, and ROSE ANN LARA YBAÑEZ, all of legal age, Filipinos, and residents of Purok 8, Sitio Quintolimbo, Brgy. Naungan, Ormoc City, hereinafter referred to as the "**USUFRUCTUARIES**";

WITNESSETH:

WHEREAS, the **LANDOWNER** is the registered and absolute owner of two (2) parcels of land situated in Barangay Cagbuhangin, Ormoc City, containing a total area of **FORTY-TWO THOUSAND FOUR HUNDRED NINETY-ONE (42,491) SQUARE METERS**, more or less, which are more particularly described as follows: 1.) Lot No. 7917-A covered by Transfer Certificate of Title (TCT) No. 121-2015000832 and Tax Declaration No. 0001400226 R-10 containing an area of **TWENTY ONE THOUSAND SEVEN HUNDRED FORTY FIVE (21,745) SQUARE METERS**, more or less; 2.) Lot No. 7917-C covered by Transfer Certificate of Title (TCT) No. 121-2015000833 and Tax Declaration No. 0001400227 R-10 containing an area of **TWENTY-ONE THOUSAND**

SEVEN HUNDRED FORTY-SIX (21,746) SQUARE METERS, more or less; photocopies of the TCTs and Tax Declarations are hereto attached as **Annexes "A", "B", "C" and "D"** and made integral parts hereof;

WHEREAS, the **LANDOWNER** entered into a Deed of Usufruct executed on January 12, 2018 for a period of Five (5) years for the use of Barangay Cagbuhangin over a portion of the said Lot 7917-C consisting an area of **ELEVEN THOUSAND SEVEN HUNDRED FORTY-SIX (11,746) SQUARE METERS**, more or less, located in Barangay Cagbuhangin, Ormoc City, for the relocation of the beneficiaries of the Core Shelter Assistance Program of the Philippine Red Cross (PRC) and other similar purposes, copies of the SP Resolution No. 2017-303 dated December 28, 2017 and Deed Usufruct are hereto attached as **Annexes "E" and "F"** and made an integral part hereof;

WHEREAS, the **LANDOWNER** is currently implementing a government funded project known as Eco-Park Project situated in Purok 8, Sitio Quintolimbo, Brgy. Naungan, Ormoc City. The said government project has affected Sixty-Four (64) informal settlers (**USUFRUCTUARIES**) in the area and there is an urgent need to relocate them to a more safe area suitable for several households whose houses are erected on areas that are considered high-risked or unsafe for personal dwelling houses and in order also not to delay the government project;

WHEREAS, the **LANDOWNER**, through its Local Housing Board, has decided to temporarily relocate the 64 affected informal settlers to the vacant lots over the portions of the above-mentioned Lot 7917-A and Lot 7917-C located in Brgy. Cagbuhangin, Ormoc City for a period of Ten (10) years while it is still looking for a permanent housing project;

WHEREAS, the City General Services Office and City Administrator's Office prepared a site development plan of the relocation site consisting of Ninety Two (92) subdivision residential lots on the afore-described **LANDOWNER'S** owned lots, which are suitable for residential purposes, a copy of the site development plan is hereto attached as **Annex "G"** and made an integral part hereof;

WHEREAS, however, out of the 64 informal settlers, there are 7 informal settlers who were accommodated to use and occupy the unutilized subdivided lots in Lot 7917-C which is covered by the existing Deed of Usufruct between the **LANDOWNER** and **BARANGAY CAGBUHANGIN**;

WHEREAS, in consideration of the foregoing premises, the **LANDOWNER** by these presents offers for the use of the **USUFRUCTUARIES** Fifty Seven (57) subdivided lots, at Sixty Five (65) square meters per lot, over a portion in Lot 7917-A consisting of an area of Three Thousand Seven Hundred Five (3,705) square meters, more or less, and seven (7) vacant subdivided lots in Lot 7917-C with an area of Sixty Five (65) square meters each lot, more or less, as temporary relocation site only in accordance with attached site development plan under terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenant hereinafter contained, the **PARTIES** hereby agree as follows;

1. **TERM.** The Term of the usufruct for the relocation of the 64 informal settlers (**USUFRUCTUARIES**) shall be for a period of **TEN (10) years** from the signing of this Agreement unless the **PARTIES** pre-terminate or mutually agree to extend or renew the same under such terms and conditions acceptable to them. Upon the expiration of the period, the **LANDOWNER** shall be entitled to extra-judicially evict the **USUFRUCTUARIES**, thier employees, agents, beneficiaries, or successors-in-interests without need of demand.

Provided, that any action on the part of the **LANDOWNER** after the expiration of this Agreement that can be construed as tolerance by it to the right of possession of **USUFRUCTUARIES** shall not be construed as renunciation of its right to terminate the said tolerance anytime;

2. **PURPOSE OF THE USUFRUCT.** The USUFRUCT shall be used exclusively as the temporary relocation of the Sixty Four (64) Informal Settlers who are underprivileged and qualified beneficiaries for housing (consisting of temporary shelters) that have been identified and validated by the Ormoc City Housing Office (OCHO) and City Social Welfare and Development Office (CSWDO). However, when there remain unutilized subdivided residential in Lot 7917-A after compliance of the immediately foregoing, the **LANDOWNER** will allow the relocation of other qualified beneficiaries on said lots who are identified by the **LANDOWNER** or **BARANGAY CAGBUHANGIN** and validated by the CSWDO or OCHO as qualified in accordance with and pursuant to the intents and purposes of this **USUFRUCT**.

3. **LAND OWNERSHIP.** The ownership and title of the lands (Lot 7917-A and Lot 7917-C) shall remain with and continue to be in the name of the **LANDOWNER**. Upon expiration or pre-termination of this Agreement, the **USUFRUCTUARIES** shall immediately vacate and surrender the possession of the property to the **LANDOWNER** after fifteen (15) days from receipt of notice to vacate by the **LANDOWNER**. It is also agreed further that all such improvements introduced or placed by the **USUFRUCTUARIES** shall be removed or demolished except those which cannot be removed/demolished without damage to the premises otherwise it shall become the **LANDOWNER'S** property upon termination/expiration of this Agreement.

4. **RIGHTS AND OBLIGATIONS OF THE LANDOWNER:**

4.1. Exercise the right of ownership over the property under **USUFRUCT**;

4.2. Ensure that the **USUFRUCTUARIES** shall be given priority in the award of future permanent housing project of the **LANDOWNER** and/or NHA intended for homeless and underprivilege provided they are qualified and comply the requirements as beneficiary(ies) for the said permanent housing project;

4.3. Remove hazardous, harmful, unlawful or unauthorized structures at the expense of the **USUFRUCTUARIES**;

4.4. Provides basic services in the relocation site in coordination with **BARANGAY CAGBUHANGIN**.

5. **RIGHTS AND OBLIGATIONS OF THE BARANGAY CAGBUHANGIN:**

5.1. Shall allow the seven (7) informal settlers from Purok 8, Sitio Quintolimbo Brgy. Naungan Ormoc City affected by Eco Park Project to use the 7 unutilized subdivided lots in the 11,746 square meters portion of Lot 7917-C under usufruct of **BARANGAY CAGBUHANGIN** as their temporary relocation for a period of Ten (10) years;

5.2. Shall not directly or indirectly sublease, assign, transfer, convey, mortgage or in any way encumber the structures or improvements introduced on the property subject of the usufruct of **BARANGAY CAGBUHANGIN**;

5.3. Responsible in maintaining the cleanliness and sanitation in the relocation site;

5.4. Assist the **USUFRUCTUARIES** to maintain the peace and order in the area;

6. **RIGHTS AND OBLIGATIONS OF THE USUFRUCTUARIES:**

6.1. Shall at all times maintain the cleanliness and peace and order in the site;

6.2. Shall voluntarily surrender possession and return the land to the **LANDOWNER** without need of demand upon expiration of the Agreement;

6.3. Shall not sell, dispose, mortgage, encumber, transfer, assign or tolerate the use by a third party other than the qualified beneficiaries affected by the Eco-Park Project of the **LANDOWNER** in Purok 8, Sitio Quitolimbo, Brgy. Naungan, Ormoc City or identified in accordance herein, or use as collateral for their economic venture the said land or any portion thereof during the lifetime of the Agreement, unless with the consent of the **LANDOWNER**;

6.4. Shall not enter into any other agreements pertaining to the use of the land except for the agreement to be entered into by the latter with the **LANDOWNER** in accordance with the intents herein;

6.5. Shall not alienate or transfer its usufructuary rights, or alter the form or substance of the said relocation/resettlement area, or do anything thereon which may be prejudicial to the rights of the **LANDOWNER**;

6.6. Shall be obliged to notify the **LANDOWNER** of any act of a third person, of which it may have knowledge, that may be prejudicial to the rights of ownership, and it shall be liable if it did not do so, for damages, as if they had been caused through its own fault;

6.7. Shall not use the said relocation/resettlement area for any unlawful or illegal act or for any other purposes not consistent with the intents herein.

6.8. Shall use the property as their temporary relocation for a period of Ten (10) years unless pre-terminated;

6.9. Shall have the priority in the award of housing units for any future permanent housing project by the **LANDOWNER** and/or NHA intended for homeless and underprivilege provided they are qualified and comply all the requirement as beneficiary (ies) of the said permanent housing project;

7. **OTHER TERMS AND CONDITIONS:**

7.1. The site shall be used by the **USUFRUCTUARIES** for the establishment of temporary relocation or resettlement area and for other similar purposes as provided above.

7.2. This Usufruct Agreement modifies the Deed Usufruct executed on January 12, 2018 between the **LANDOWNER** and **BARANGAY CAGBUHANGIN**.

IN WITNESS WHEREOF, the **PARTIES**, through their authorized representatives, have here into affixed their signatures on this ____ day of January 2021 at Ormoc City, Philippines.

CITY GOVERNMENT OF ORMOC
(LAND OWNER)

BARANGAY CAGBUHANGIN

By:

RICHARD I. GOMEZ
City Mayor

ID No. _____
Issued on: _____
Issued at: _____

By:

EDUARDO G. NAZARIO
Punong Barangay

ID No. _____
Issued on: _____
Issued at: _____

USUFRUCTUARIES

FELIPE CALOB ABELGAS, JR.
(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____

ANTONIA BAUTISTA
(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____

DOMENIC BAUTISTA
(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____

CONRADO BERANIO, SR.
(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____

LOUIN BERANIO
(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____

SHIELA BERANIO
(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____

GLYN BISCO
(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____

LARRY G. BISCO
(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____

REYMART BISCO
(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____

ROGER BRIZO
(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____

MARJIE CABUSAS
(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____

FELIPE CAMBAYA
(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____

MIGUEL CAMBAYA, SR.
(Usufructuary)

PEPITO CAMBAYA, SR.
(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____

PERLA I. CAMBAYA
(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____

MARINEL CANTUJA
(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____

MA. RAMONA COGAY
(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____

JEAN C. COMINGKING
(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____

REYCARDO COMINGKING
(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____

SOSIMO COMINGKING
(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____

EIPANIO COSTE
(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____

RALF DIC CUERVO
(Usufructuary)

ID No. _____

ID No. _____
Issued on: _____
Issued at: _____

CRESENCIA CANTOJA
(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____

MARCILITO CEURBO
(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____

ELIAS DAJAB COMINGKING
(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____

LEONILA ENTERO COMINGKING
(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____

SOFIA M. COMINGKING
(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____

MARILOU CORITANA
(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____

SANLY CUERBO
(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____

GINA DIABLO
(Usufructuary)

ID No. _____

Issued on: _____
 Issued at: _____

Issued on: _____
 Issued at: _____

RODOLFO DUMANGGAS
 (Usufructuary)

ID No. _____
 Issued on: _____
 Issued at: _____

EDITO A. ESTREMOS
 (Usufructuary)

ID No. _____
 Issued on: _____
 Issued at: _____

CORNELIA A. GUBALANE
 (Usufructuary)

ID No. _____
 Issued on: _____
 Issued at: _____

JERRY A. GUBALANE
 (Usufructuary)

ID No. _____
 Issued on: _____
 Issued at: _____

ROSE MARIE GUBALANI
 (Usufructuary)

ID No. _____
 Issued on: _____
 Issued at: _____

ALLAN LIBORES
 (Usufructuary)

ID No. _____
 Issued on: _____
 Issued at: _____

CECILIA STA. ANA LUMOGDANG
 (Usufructuary)

ID No. _____
 Issued on: _____
 Issued at: _____

MAXIMO MALUBAY
 (Usufructuary)

ID No. _____
 Issued on: _____
 Issued at: _____

WELMAR ASIS MALUBAY
 (Usufructuary)

ID No. _____
 Issued on: _____
 Issued at: _____

ORVIC TABON MEÑOSA
 (Usufructuary)

ID No. _____
 Issued on: _____
 Issued at: _____

RODOLFO E. MEÑOSA, JR.
 (Usufructuary)

ID No. _____
 Issued on: _____
 Issued at: _____

RONNEL ENERO MEÑOSA
 (Usufructuary)

ID No. _____
 Issued on: _____
 Issued at: _____

FLORITA SALINAS MORALES
 (Usufructuary)

ID No. _____
 Issued on: _____
 Issued at: _____

JOHN DAVID MORALES
 (Usufructuary)

ID No. _____
 Issued on: _____
 Issued at: _____

MICHELL PANOY MORALES

(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____**JOEL NECESARIO**

(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____**DANILO OBSEÑARES**

(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____**JULITO L. PALES**

(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____**NARCISO PATOMBON**

(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____**GALICANO C. POGADO**

(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____**VICENTE SABINORIO**

(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____**ROSE MARIE SALUDAGA**

(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____**DAGOL PELEN SALUDAGA**

(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____**JONATHAN SALUD AGA, SR.**

(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____**DANILO SAYSON**

(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____**ARNEL SAQUEZ**

(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____**HYDIE SIMBAJON**

(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____**JERIMIAS SIMBAJON**

(Usufructuary)

ID No. _____
Issued on: _____
Issued at: _____**RONILO TABON**

(Usufructuary)

ID No. _____
Issued on: _____**LARRA TAGHOY**

(Usufructuary)

ID No. _____
Issued on: _____

Issued at: _____

Issued at: _____

9

ANTONIO Taneo

(Usufructuary)

ID No. _____

Issued on: _____

Issued at: _____

ROSELYN Verrallo

(Usufructuary)

ID No. _____

Issued on: _____

Issued at: _____

Danny Jalo Virtudazo

(Usufructuary)

ID No. _____

Issued on: _____

Issued at: _____

Rose Ann Lara Ybanez

(Usufructuary)

ID No. _____

Issued on: _____

Issued at: _____

SIGNED IN THE PRESENCE OF:

(witness)

(witness)

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF ORMOC.....) S.S.

BEFORE ME, a Notary Public for and in the City of Ormoc, this ___ day of January 2021, personally appeared the above-named parties and exhibited to me their respective competent evidence of identity as indicated below their names, known to me

and to me known to be same persons who executed the foregoing instrument and they acknowledged to me that the same are their free and voluntary act and deed and that of the parties they represent.

WITHNESS MY HAND AND SEAL on the date and the place first above written.

Doc. No. _____;

Page No. _____;

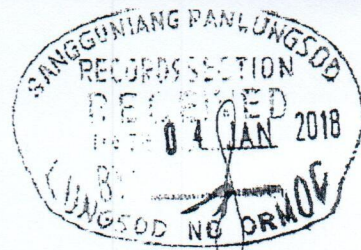
Book No. _____;

Series of 2021

Notary Public



REPUBLICA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



Annex "B"

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 DECEMBER 28, 2017

PRESENT:

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

ON LEAVE:

Leo Carmelo L. Locsin, Jr.,	Vice Mayor & Presiding Officer
Lea Doris C. Villar,	SP Member, Asst. Minority Floor Leader

RESOLUTION NO. 2017-303

A RESOLUTION AUTHORIZING THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN THE DEED OF USUFRUCT FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC), IN FAVOR OF BARANGAY CAGBUHANGIN OVER A PORTION CONSISTING OF AN AREA OF ELEVEN THOUSAND SEVEN HUNDRED FORTY SIX (11,746) SQUARE METERS, MORE OR LESS, OF THE CITY GOVERNMENT-OWNED LOT NO. 7917-C COVERED BY TRANSFER CERTIFICATE OF TITLE (CTC) NO. 121-2015000833 LOCATED IN BARANGAY CAGBUHANGIN, ORMOC CITY FOR THE RELOCATION OF THE BENEFICIARIES OF THE CORE SHELTER ASSISTANCE PROGRAM OF THE PHILIPPINE RED CROSS (PRC) AND OTHER SIMILAR PURPOSES.

WHEREAS, this Sanggunian was in receipt of a copy of Barangay Resolution No. 11 Series of 2017 passed on August 1, 2017 by the Sangguniang Barangay of Barangay Cagbuhangin this City entitled: "A RESOLUTION THAT SUPERCEDES RESOLUTION NO. 9 SERIES OF 2017 URGENTLY REQUESTING THE CITY MAYOR, HON. RICHARD I. GOMEZ FOR THE RELOCATION OF 24 HOUSEHOLDS TO ORMOC CITY GOVERNMENT PROPERTY LOCATED AT PUROK 4, BARANGAY CAGBUHANGIN, ORMOC CITY", a copy of said SB Resolution is hereto attached as Annex "A" and made an integral part hereof;

WHEREAS, the City Government owned properties alluded thereto are two (2) parcels of land situated in Barangay Cagbuhangin, Ormoc City, containing a total area of FORTY-TWO THOUSAND FOUR HUNDRED NINETY-ONE (42,491) square meters, more or less, which are more particularly described as follows: 1) Lot No. 7917-A covered by Transfer Certificate of Title (TCT) No. 121-2015000832 containing an area of TWENTY-ONE THOUSAND SEVEN HUNDRED FORTY FIVE (21,745) square meters, more or less; and, 2) Lot No. 7917-C covered by TCT No. 121-2015000833 containing an area of TWENTY-ONE THOUSAND SEVEN HUNDRED FORTY-SIX (21,746) square meters, more or less;

WHEREAS, apparently, Barangay Cagbuhangin is a recipient of the core shelter assistance project of the Philippine Red Cross that will benefit several of its constituents who are living on houses erected in hazardous and unsafe areas for dwelling, as validated by the City Disaster Risk Reduction and Management Office (CDRRMO) and City Social Welfare and Development Office (CSWDO), thereby, resulting to the necessity of finding a suitable relocation site for the relocation of the affected households, hence, the rationale behind the request expressed in mentioned Barangay Resolution;

WHEREAS, pursuant to Section 16 of Republic Act No. 7160, otherwise known as the Local Government Code of 1991, every local Government Unit shall exercise the powers expressly granted, those necessary implied therefrom, as well as powers necessary, appropriate or incidental for its efficient and effective governance, and those which are essential to the promotion of the general welfare;

WHEREAS, the City Mayor Richard I. Gomez had determined that the Barangay Resolution's subject request was replete with meritorious basis as indeed the dwellings subject of the intended relocation needed to be expeditiously moved to a safer and more suitable dwelling site, and therefore agreed to allow the aforementioned City Government owned lots, being vacant and available, to be used in accordance with said request;

WHEREAS, the City Mayor Richard I. Gomez, pursuant to the accomplishment of the intents of the foregoing, had requested the Committee on Zoning, Housing and Land Use of the Sangguniang Panlungsod ng Ormoc for the granting of authority for him to sign a Deed of Usufruct that will allow the Barangay Cagbuhangin to use a portion of the the City Government owned property in Barangay Cagbuhangin, this City, for five (5) years, renewable upon the discretion of the parties thereto, a copy of the Deed of Usufruct and its annexes are hereto attached as Annex "B" and made an integral part hereof;

WHEREAS, the City Planning and Development Office (CPDO) had made a site development plan of the proposed relocation site on afore-described City Government-owned lots, which are deemed to be suitable for residential purposes;

WHEREAS, the City General Services Office (CGSO) had performed an actual survey on the relocation site on the basis of the proposed site development plan;

WHEREAS, the City Legal Officer has expressed an opinion that the said Deed of Usufruct is in accordance with law, not detrimental to the interest of the city, not contrary to law, moral and public policy and furthermore, that the same is entered into for a purpose that serves the best interests of the City and its constituents;

WHEREAS, upon close examination by this august Body, the Deed of Usufruct is found to clearly and plainly encapsulate the terms and conditions of the agreement of the parties thereto, including their specific roles and obligations towards the attainment of the lofty ends of the same, and more importantly, that the same is to be entered into for the benefit of the City's qualified relocation beneficiaries and therefore, most advantageous to it, thereby, certainly deserving this august Body's prompt and affirmative consideration and action;

WHEREFORE, on motion of SP Member Benjamin S. Pongos, Jr., Chairman, Committee on Zoning, Housing and Land Use, severally seconded by SP Members Vincent L. Rama, Tomas R. Serafica, John Eulalio Nepomuceno O. Aparis II and Mariano Y. Corro; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass a A RESOLUTION AUTHORIZING THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN THE DEED OF USUFRUCT FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC), IN FAVOR OF BARANGAY CAGBUHANGIN OVER A PORTION CONSISTING OF AN AREA OF ELEVEN THOUSAND SEVEN HUNDRED FORTY SIX (11,746) SQUARE METERS, MORE OR LESS, OF THE CITY GOVERNMENT-OWNED LOT NO. 7917-C COVERED BY TRANSFER CERTIFICATE OF TITLE (CTC) NO. 121-2015000833 LOCATED IN BARANGAY CAGBUHANGIN, ORMOC CITY FOR THE RELOCATION OF THE BENEFICIARIES OF THE CORE SHELTER ASSISTANCE PROGRAM OF THE PHILIPPINE RED CROSS (PRC) AND OTHER SIMILAR PURPOSES;

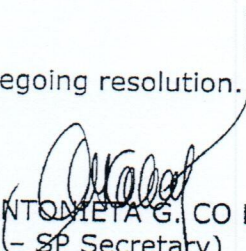
ADOPTED, December 28, 2017.

RESOLVED, FURTHER, that a copy of the final and notarized Deed of Usufruct and its annexes be submitted to the Sangguniang Panlungsod ng Ormoc 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. Jasper Lucero; the City Planning & Development Office; the City General Services Office; the Register of Deeds, Ormoc City; Barangay Cagbuhangin and other concerned offices for their information and guidance.

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the foregoing resolution.


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

ATTESTED:


ROLANDO M. VILLASENIO
(Acting City Vice Mayor & Temporary Presiding Officer)
Majority Floor Leader
SP Member

2017 303

ANNEX "B"

DEED OF USUFRUCT

Annex "C"

KNOW ALL MEN BY THESE PRESENTS:

111 / 1 / 2017

12:45 PM

This DEED is made and executed by and between:

LOCAL GOVERNMENT UNIT OF ORMOC CITY (LGU-ORMOC), a political and territorial government subdivision existing under the laws of the Republic of the Philippines, with principal office address at New Ormoc City Hall, Aunubing Street, Ormoc City, Leyte, Philippines, herein represented by the City Government of Ormoc thru its Local Chief Executive, **MAYOR RICHARD I. GOMEZ**, as herein duly-authorized thru Sangguniang Panlungsod ng Ormoc Resolution No. 2017-100 dated 12-28-17, herein after referred to as the **LANDOWNER**;

-and-

LOCAL GOVERNMENT UNIT OF BARANGAY CAGBUHANGIN (BARANGAY CAGBUHANGIN), a political and territorial government subdivision existing under the laws of the Republic of the Philippines and within the jurisdiction of LGU-Ormoc, herein represented by its Punong Barangay, **PUNONG BARANGAY EDUARDO G. NAZARIO**, as duly-authorized thru Cagbuhangin Sangguniang Barangay Resolution No. 14 dated 01-05-JANUARY-2018 hereinafter referred to as the **USUFRUCTUARY**.

WITNESSETH:

WHEREAS, the LANDOWNER is the registered and absolute owner of two (2) parcels of land situated in Barangay Cagbuhangin, Ormoc City, containing a total area of FORTY-TWO THOUSAND FOUR HUNDRED NINETY-ONE (42,491) square meters, more or less, which are more particularly described as follows: 1) Lot No. 7917-A covered by Transfer Certificate of Title (TCT) No. 121-2015000832 containing an area of TWENTY-ONE THOUSAND SEVEN HUNDRED FORTY FIVE (21,745) square meters, more or less; and, 2) Lot No. 7917-C covered by TCT No. 121-2015000833 containing an area of TWENTY-ONE THOUSAND SEVEN HUNDRED FORTY-SIX (21,746) square meters, more or less, photocopies of the TCTs are hereto attached as Annexes "A" and "B" and made integral parts hereof;

WHEREAS, Barangay Cagbuhangin, thru Sangguniang Barangay Resolution No. 11 Series of 2017 dated August 1, 2017, had requested from LGU-Ormoc, thru City Mayor Richard I. Gomez, for a suitable relocation site for the relocation of several households in the Barangay whose houses are erected on areas that are considered high-risked or unsafe for personal dwelling houses by the competent authorities;

WHEREAS, apparently, Barangay Cagbuhangin is a recipient of the core shelter assistance project of the Philippine Red Cross with several affected families in the Barangay being identified as qualified relocation beneficiaries, thus further meriting the provision of a suitable relocation site for them;

WHEREAS, in response to Barangay Cagbuhangin's mentioned request, upon the instructions of the Committee on Zoning, Housing and Land Use (Committee) of the Sangguniang Panlungsod ng Ormoc, the City Planning and Development Office (CPDO) made a site development plan of the proposed relocation site consisting of sixty (60) subdivision residential lots, excluding parks and open spaces, on afore-described LGU-Ormoc owned lots, which are suitable for residential purposes, a copy of the plan is hereto attached as Annex "C" and made an integral part hereof;

WHEREAS, thereafter, the City General Services Office (CGSO), again upon the instructions of the Committee, performed an actual survey on the relocation site on the basis of the proposed site development plan, a copy of the survey plan including the technical description is hereto attached as Annex "D" and made an integral part hereof;

WHEREAS, it is the desire and intention of LGU-Ormoc to accede to Barangay Cagbuhangin's mentioned request as there is indeed substantial merit on the appropriateness and necessity of developing on a portion of the former's properties a suitable relocation site for mentioned reasons, including other meritorious reasons as well;

WHEREAS, in consideration of foregoing premises, LGU-Ormoc by these presents offers for the use of Barangay Cagbuhangin portions of Lot 7917-A and Lot 7917-C consisting of an area of ELEVEN THOUSAND SEVEN HUNDRED FORTY-SIX (11,746) square meters, more or less, as relocation site only in accordance with attached site development plan under terms and conditions set forth herein;

NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants hereinafter contained, the PARTIES hereby agree as follows:

1. **TERM.** The term of the usufruct shall be for a period of five (5) years from the signing of this Agreement unless the PARTIES pre-terminate or mutually agree to extend or renew the same under terms and conditions acceptable to them. Upon the expiration of the period, the LANDOWNER shall be entitled to extrajudicially evict the USUFRUCTUARY and its employees, agents, beneficiaries, or successors-in-interests without need of demand.

Provided, that, the USUFRUCTUARY obligates to terminate any existing agreement it has with any existing relocation beneficiary prior to any pre-termination with the LANDOWNER.


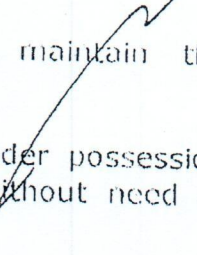
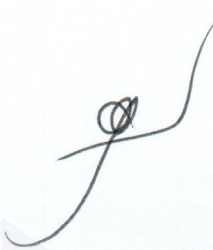
Provided, finally that, any action on the part of the LANDOWNER after the expiration of this Agreement that can be construed as

tolerance by it to the right of possession of USUFRUCTUARY shall not be construed as renunciation of its right to terminate the said tolerance at anytime.

2. **PURPOSE OF THE USUFRUCT.** The USUFRUCT shall be used exclusively for the relocation of the qualified beneficiaries of the CORE SHELTER ASSISTANCE PROGRAM by the Philippine Red Cross (consisting of temporary shelters) that have been identified by the USUFRUCTUARY and validated by the City Social Welfare and Development Office (CSWDO). However, when there remain unutilized subdivided residential lots after compliance of the immediately foregoing, the LANDOWNER will allow the relocation of other beneficiaries on said lots who are identified by the USUFRUCTUARY and validated by the CSWDO as qualified in accordance with and pursuant to the intents and purposes of this USUFRUCT.

3. **LAND OWNERSHIP.** The ownership and title of the land remains with and continues to be in the name of the LANDOWNER. Upon expiration or pre-termination of this Agreement, all permanent improvements existing on the land area 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 land.

4. **RIGHTS AND OBLIGATIONS OF THE USUFRUCTUARY.**

- 
- 
- 4.1. The USUFRUCTUARY shall at all times maintain the cleanliness and peace and order in the site;
- 4.2. The USUFRUCTUARY shall voluntarily surrender possession and return the land to the LANDOWNER without need of demand upon expiration of the Agreement;
- 4.3. The USUFRUCTUARY shall not sell, dispose, mortgage, encumber, transfer, assign or tolerate the use by a third party other than the qualified beneficiaries selected or identified in accordance herein, or use as collateral for their economic venture the said land or any portion thereof during the lifetime of the Agreement, unless with the consent of the LANDOWNER;
- 4.4. The USUFRUCTUARY shall not enter into any other agreements pertaining to the use of the land except for the agreement to be entered into by the latter with the beneficiaries in accordance with the intents herein;
- 4.5. The USUFRUCTUARY shall not alienate or transfer its USUFRUCTUARY rights, or alter the form or substance of the said resettlement area, or do anything thereon which may be prejudicial to the rights of the LANDOWNER;
- 

4.6. The USUFRUCTUARY shall be obliged to notify the LANDOWNER of any act of a third person, of which it may have knowledge, that may be prejudicial to the rights of ownership, and it shall be liable if it did not do so, for damages, as if they had been caused through its own fault;

4.7. The USUFRUCTUARY shall not use the said resettlement area for any unlawful or illegal act or for any other purposes not consistent with the intents herein.

5. RIGHTS AND OBLIGATIONS OF THE LAND OWNER.

5.1. Exercise the right of ownership over the property under USUFRUCT;

5.2. Remove hazardous, harmful, unlawful or unauthorized structures at the expense of the USUFRUCTUARY.

6. OTHER TERMS AND CONDITIONS.

6.1. The SITE shall be used by the USUFRUCTUARY for the benefit of the CORE SHELTER ASSISTANCE PROGRAM Beneficiaries of the Philippine Red Cross for the establishment of the proposed resettlement area and for other similar purposes as provided above.

IN WITNESS WHEREOF, the PARTIES, through their authorized representatives, have hereunto affixed their signatures on this _____ day of _____ 2015 at Ormoc City, Philippines.

CITY GOVERNMENT OF ORMOC
By:

RICHARD L. GOMEZ
City Mayor

BARANGAY CAGBUHANGIN
By:

EDUARDO G. NAZARIO
Punong Barangay

SIGNED IN THE PRESENCE OF:

ANA MARCANTO SANCHEZ

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

_____) S.S

BEFORE ME, a Notary Public for and in
this day of
12 JAN 2018 2017, personally appeared:

Name Competent Evidence of Identity

Date/Place of issue

Hon. RICHARD GOMEZ

NOI-85-028-743 (2018-04-07)


EDUARDO GARCIA AND NAZARIO

UNMD 0033-4576041-0

known to me and to me known to be same persons who executed the foregoing instrument and they acknowledged to me to be the same are their free and voluntary act and deed and that of the parties they represent.

WITNESS MY HAND AND SEAL on the date and the place first above written.

Doc. No. 85
Page No. 12
Book No. 1
Series of 2018


JOSEPHINE A. MEJIA-ROMERO
Notary Public for the City of Ormoc
MUNICIPALITIES OF HAPANAO
MATAG-OB, MERIDA & MARBURY
Notarial Commission No. ORM-17-12-2017, UNTIL December 31, 2017
PTR No. 5450032 1-03 18, Ormoc City
IBP No. 989477 12 17/15 (LIFETIME MEMBERSHIP)
ROLL No. 49021 MCLE Certificate of Completion No. V-0009356 7 20 15

2014011227427

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF JUSTICE
Land Registration Authority
QUEZON CITY

Registry of Deeds for Ormoc City

Transfer Certificate of Title

OWNER'S DUPLICATE • OWNER'S DUPLICATE • OWNER'S DUPLICATE • OWNER'S DUPLICATE • OWNER'S DUPLICATE

No. 121-2015000833

IT IS HEREBY CERTIFIED that certain land situated in BRGY. VALENCIA, CITY OF ORMOC, bounded and described as follows:

A PARCEL OF LAND (LOT 7917-C OF THE SUBDIVISION PLAN (LRC) PSD-2177925, BEING A PORTION OF LOT 7917, ORMOC CAD. LRC CAD. REC. NO. 1753), SITUATED IN BRGY. VALENCIA, CITY OF ORMOC. BOUNDED ON THE E., POINTS 1-2 BY LOT 7915; ON THE N. POINTS 2-3 BY LOT 7898, BOTH OF ORMOC CAD. (continued on next page)

is registered in accordance with the provision of the Property Registration Decree in the name of

Owner: CITY GOVERNMENT OF ORMOC
Address: ORMOC CITY

as owner thereof in fee simple, subject to such of the encumbrances mentioned in Section 44 of said Decree as may be subsisting.

IT IS FURTHER CERTIFIED that said land was originally registered as follows:

Case No.:

Orig. Reg. Date: 09/30/1939

Original RD: ORMOC CITY

Volume No.:

Original Owner: G. POLIBAO

This certificate is a transfer from TRANSFER CERTIFICATE OF TITLE 46536 (TOTALLY CANCELLED) by virtue hereof in so far as the above-described land is concerned.

Record No.: 1753

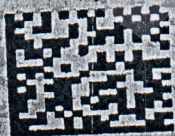
Decree No.: 708056

OCT No.: OCT-25538

Page No.:

Entered at Ormoc City, Philippines on the 27th day of OCTOBER 2015 at 02:54pm.

Atty. Cleto L. Evangelista, Jr.
Register of Deeds

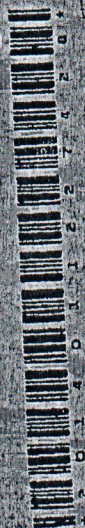
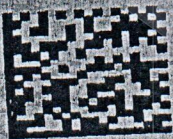


TCT No.: 121-2015000833

Page No.: 2

TECHNICAL DESCRIPTION (Continued from page 1)

ON THE E., POINTS 3-4 BY LOT 7917-B; ON THE S., POINTS 4-5 BY LOT 7917-A OF THE SUBDIVISION PLAN; AND ON THE W., POINTS 5-1 BY LOT 7918, ORMOC CAD. BEGINNING AT A POINT MARKED "1" ON PLAN, BEING N. 25 DEG. 39'E., 386.36 M. FROM BBM NO. 47, ORMOC CAD.; THENCE N. 2 DEG. 12'E., 68.16 M. TO POINT 2; THENCE N. 88 DEG. 59'E., 199.74 M. TO POINT 3; THENCE S. 2 DEG. 27'W., 115.59 M. TO POINT 4; THENCE N. 87 DEG. 21'W., 199.03 M. TO POINT 5; THENCE N. 2 DEG. 21'E., 34.65 M. TO POINT OF BEGINNING, CONTAINING AN AREA OF TWENTY ONE THOUSAND SEVEN HUNDRED FORTY SIX (21,746) SQUARE METERS, MORE OR LESS. ALL POINTS REFERRED TO ARE INDICATED ON PLAN AND MARKED ON THE GROUND AS FOLLOWS: POINTS 3, 4 & 5 ARE P.S. CYL. CONC. MONS. AND THE REST BY OLD P.S. CYL. CONC. MONS. 15X60 CMS. BEARINGS TRUE DATE OF ORIGINAL SURVEY, AUG. 1928-JUNE 1935.



2014011227424

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF JUSTICE
Land Registration Authority
QUEZON CITY

Registry of Deeds for Ormoc City

Transfer Certificate of Title

OWNER'S DUPLICATE • OWNER'S DUPLICATE • OWNER'S DUPLICATE • OWNER'S DUPLICATE • OWNER'S DUPLICATE

No. 121-2015000832

IT IS HEREBY CERTIFIED that certain land situated in BRGY. VALENCIA, CITY OF ORMOC, bounded and described as follows:

A PARCEL OF LAND (LOT 7917-A OF THE SUBDIVISION PLAN (LRC PSD-2,7925, BEING A PORTION OF LOT 7917, ORMOC CAD. LRC CAD. REC. NO. 1753), SITUATED IN BRGY. VALENCIA, CITY OF ORMOC. BOUNDED ON THE E. BY POINTS 1-2 BY LOT 7919, POINTS 2-3 BY LOT 7918, BOTH OF ORMOC CAD.; ON THE N. (Continued on next page)

is registered in accordance with the provision of the Property Registration Decree in the name of

Owner: CITY GOVERNMENT OF ORMOC
Address: ORMOC CITY

as owner thereof in fee simple, subject to such of the encumbrances mentioned in Section 44 of said Decree as may be subsisting.

IT IS FURTHER CERTIFIED that said land was originally registered as follows:

Case No.:

Orig. Reg. Date: 09 30 1939

Original RD : ORMOC CITY

Volume No.:

Original Owner: G. MOLIBAO

Record No.: 1751

Decree No.: 708056

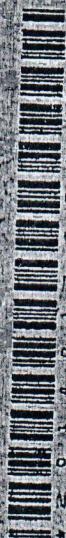
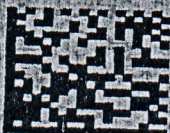
OCT No.: OCT-25538

Page No.:

This certificate is a transfer from TRANSFER CERTIFICATE OF TITLE 46537 (TOTALLY CANCELLED) by virtue hereof in so far as the above-described land is concerned.

Entered at Ormoc City, Philippines on the 27th day of OCTOBER 2015 at 02:44pm.

Atty. Cleto L. Evangelista, Jr.
Register of Deeds

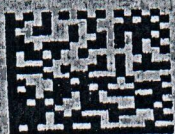


TCT No.: 121-2015000832

Page No.: 2

TECHNICAL DESCRIPTION (continued from page 1)

POINTS 3-4 BY LOT 7917-C AND 7917-B, BOTH OF THE SUBDIVISION PLAN; ON THE W., POINTS 4-5 BY ROAD (8.00 M. WIDE); AND ON THE S., POINTS 5-1 BY LOT 7929 OF ORMOC CAD. BEGINNING AT A POINT MARKED "1" ON PLAN, BEING N. 35 DEG. 54'E., 276.06 M. FROM BEM NO. 47, ORMOC CAD.; THENCE N. 2 DEG. 56'E., 31.14 M. TO POINT 2; THENCE N. 2 DEG. 21'E., 59.00 M. TO POINT 3; THENCE S. 87 DEG. 21'E., 284.17 M. TO POINT 4; THENCE S. 1 DEG. 42'W., 62.49 M. TO POINT 5; THENCE S. 87 DEG. 03'W., 186.37 M. TO POINT 6; THENCE S. 87 DEG. 13'W., 100.03 M. TO POINT OF BEGINNING; CONTAINING AN AREA OF TWENTY ONE THOUSAND SEVEN HUNDRED FORTY FIVE (21,745) SQUARE METERS, MORE OR LESS. ALL POINTS REFERRED TO ARE INDICATED ON THE PLAN AND ARE MARKED ON THE GROUND BY ALL P.S. CYL. CONC. MONS. 15X60 CMS. BEARINGS: TRUE. DECLINATION 1 DEG. 09'E., DATE OF ORIGINAL SURVEY, AUG. 1928-JUNE 1935.



Annex E

LOT 7917-C (Part)

Area: 1,746 Sq.m.

NOTE:

VACANT LOTS: 02x65 Sq.m.
Total: 130 Sq.m.

OCCUPIED: 80x65 Sq.m.
Total: 5,200 Sq.m.

OPEN SPACE:
Total: 923 Sq.m.

ROAD LOT:
Total: 5,493 Sq.m.

LOT 7917-A

Area: 746 Sq.m.

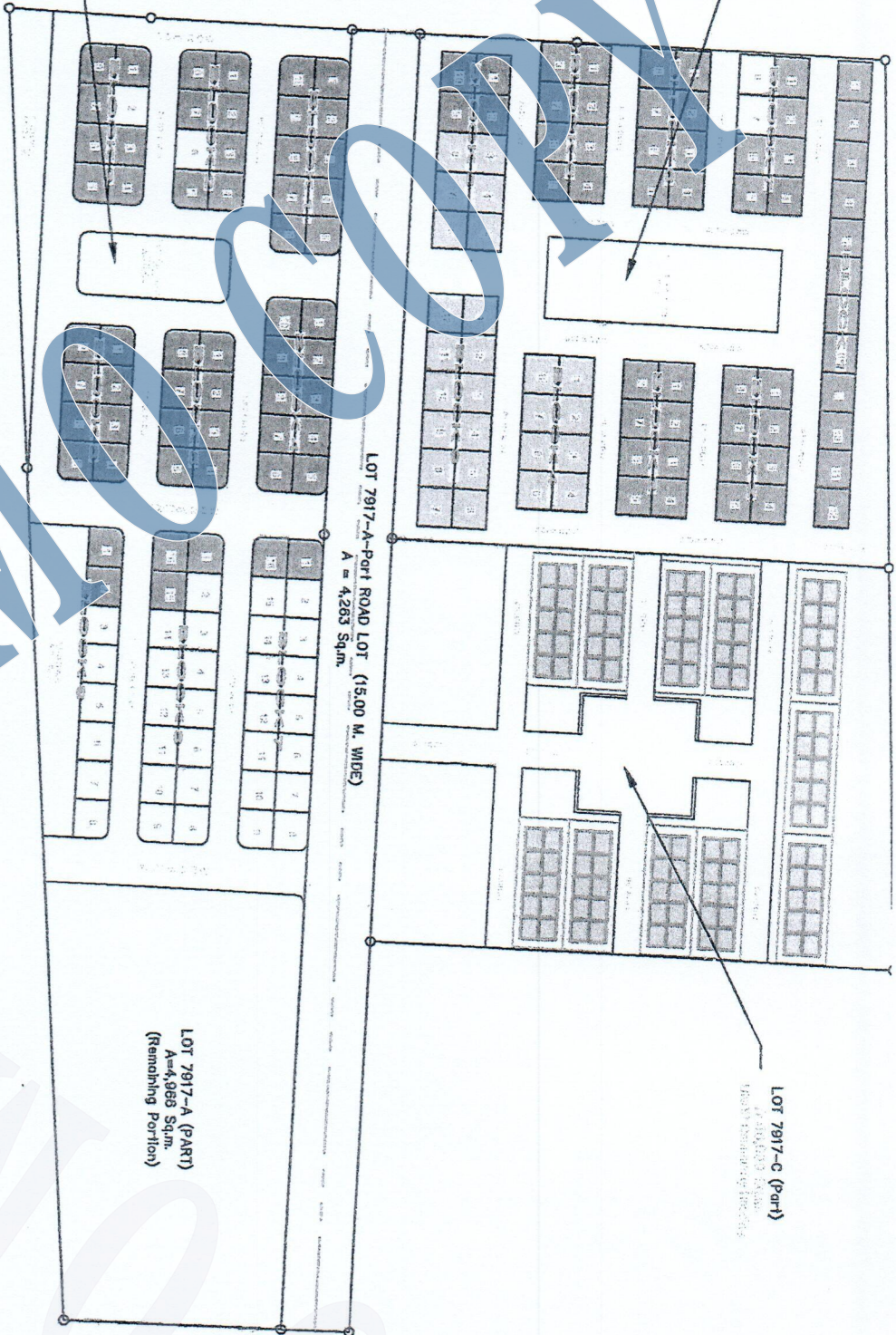
NOTE:
VACANT LOTS: 4,966 Sq.m. (Lot 7917-A-Part)
30x65 Sq.m.

Total: 7,231 Sq.m.
05x63 Sq.m. (Corner Lots)

OCCUPIED: 26x65 Sq.m.
29x63 Sq.m. (Corner Lots)
Total: 3,517 Sq.m.

OPEN SPACE: 499 Sq.m.
451 Sq.m.
Total: 1,624 Sq.m.
674 Sq.m.

ROAD LOT: 4,263 Sq.m.
5,110 Sq.m.
Total: 9,373 Sq.m.



LOT 7917-A (PART)
A=4,966 Sq.m.
(Remaining Portion)

- Legend:
- Red Cross Beneficiaries
 - From New Library Area
 - From Sitio Quinto Limbo
 - UNDP Community Housing



OFFICIAL SEAL

Republic of the Philippines
CITY GOVERNMENT OF ORMOC
Ormoc City

Date Prepared:
JANUARY 12, 2021

SCALE 1:1500

Project Name & Location:

SUBDIVISION SCHEME FOR THE PROPOSED
RELOCATION SITE FOR ISF AND ROW
AFFECTED FAMILIES AND EXISTING
RESETTLEMENT AREAS IN
Brgy. Cagbuhangin, Ormoc City

Surveyed By:

Submitted by:

Approved by:

SHEET

Plotted by:

Recommendation for Approval:

JAN 12 2021
JAN 12 2021
JAN 12 2021

ISADRO C. BERNARDO, JR., CE
Engineer II