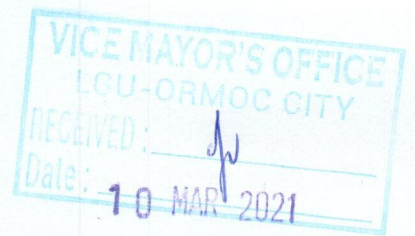
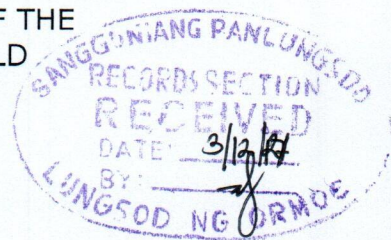


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



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 MARCH 09, 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
SP Member
SP Member
SP Member
SP Member
SP Member
SP Member
SP Member

Joan Marbie C. Simbajon,
Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

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. 2021-059

A RESOLUTION AMENDING THE DEED OF USUFRUCT (DOU) FOR THE ESTABLISHMENT OF THE SALVACION NATIONAL HIGH SCHOOL COVERED UNDER SANGGUNIANG RESOLUTION NO. 2021-014, ENTITLED: "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 February 26, 2021, from the Office of the City Mayor, endorsing the amended Deed of Usufruct entered into by and between the Local Government of Ormoc, and the Department of Education - Schools Division of Ormoc City relative to SP Resolution No. 2021-014;

WHEREAS, the Sangguniang Panlungsod passed a resolution, dated January 19, 2021, entitled: "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". A copy of the DOU is thereto attached as "ANNEX A" and made an integral part thereof;

WHEREAS, the Donor of the concerned property only donated FORTY-ONE THOUSAND SEVEN HUNDRED TWENTY-SIX (41,726) Square-Meters from the FIFTY SEVEN THOUSAND FIVE HUNDRED AND THIRTY-SIX (57,536) square-meters parcel of land, located in Barangay Salvacion, Ormoc City, to the City Government of Ormoc subject to the condition that the property donated shall be used solely for a school and educational purposes. However, said DOU covered the entire 57,536 square meters. Hence, this amendment;

WHEREAS, the DOU is further amended by inclusion under the General Agreement that the City Government may use and develop any vacant and unutilized portion of the property;

WHEREAS, this Sanggunian, after thorough examination of the aforementioned Amended 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 Roiland H. Villasencio, Lalaine A. Marcos, Tomas R. Serafica, Gregorio G. Yrastorza III, Esteban V. Laurente and Peter M. Rodriguez; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION AMENDING THE ATTACHED DEED OF USUFRUCT (DOU) OF RESOLUTION NO. 2021-014, ENTITLED: "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"; THEREBY RENDERING SAID DOU VOID AND NO EFFECT;

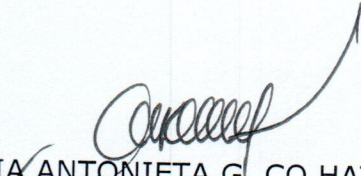
ADOPTED, March 09, 2021.

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

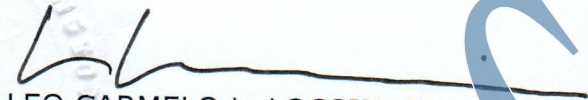
RESOLVED, FINALLY, to furnish copies of this resolution each to the City Mayor of Ormoc Richard I. Gomez; the City Administrator, Mr. Vincent L. Emnas; the City Legal Officer, Atty. Josephine Mejia-Romero; the Superintendent, DepEd-Ormoc City Division; the City Local Government Operations Officer-DILG;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

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the above 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"

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. 2021 - 014, 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 s. 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. 46 46 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. Xxx"

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

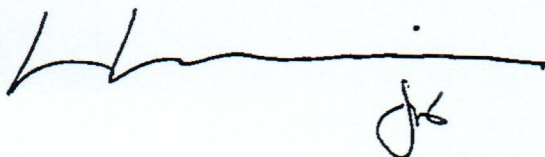
WHEREAS, the **USUFRUCTUARY** is in need of land as a site upon which to establish the **SALVACION NATIONAL HIGH SCHOOL**;

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.



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:

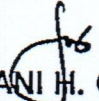

LEO CARMELO L. LOCSIN, JR.

RICHARD I. GOMEZ, CPA
City Mayor

ACTING CITY MAYOR 29 JAN 2021
AC PER SP RESOLUTION NO. 2021-014

**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:

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

Unit # 021 - 1428-7800 - 8

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 4 FEB, 2021, in Ormoc City, Leyte, Philippines.

Doc. No. 46
Page No. 017
Book No. OXW
Series of 2021.

ALEAN RAZEL S. DATAAN-TOLIBAO
NOTARY PUBLIC for City of Ormoc
Municipalities of Kananga, Matag-ob, Manda and Isabel, Leyte
Notarial Commission No. ORM-16-12-013
Commission Under December 31, 2020
2nd Floor Brazil Bldg., Bonifacio St., Ormoc City
Roll No. 58859
IPP No. 149664, Leyte Chapter 01/18/2021
PTR No. 0017549, Ormoc City 01/04/2021
MCLE Compliance No. VM0011102 Until 04/14/2022
TIN: 409-020-726
AUTOMATIC EXTENSION OF VALIDITY
OF NOTARIAL COMMISSION
Until June 30, 2021 per Bar Matter No. 3795
Dated Dec. 01, 2020 Issued By Supreme Court