

Republic of the Philippines  
Province of Davao del Norte  
CITY OF TAGUM

**BEFORE THE 5<sup>TH</sup> CITY COUNCIL**

**EXCERPT FROM THE MINUTES OF THE 20<sup>TH</sup> REGULAR SESSION OF THE SANGGUNIANG PANLUNGSOD OF THE CITY OF TAGUM, PROVINCE OF DAVAO DEL NORTE HELD ON NOVEMBER 22, 2010 AT THE SP SESSION HALL.**

**PRESENT:**

Hon. ALLAN L. RELLON, MPA,	City Vice Mayor (Presiding Officer)	
Hon. DE CARLO L. UY,	Member	
Hon. MARIA LINA F. BAURA,	Member	
Hon. NICANDRO T. SUAYBAGUIO, JR.,	Member	
Hon. ROBERT L. SO,	Member	
Hon. OSCAR M. BERMUDEZ,	Member	
Hon. ALAN D. ZULUETA,	Member	
Hon. GETERITO T. GEMENTIZA,	Member	
Hon. TRISTAN ROYCE R. AALA,	Member	
Hon. FRANCISCO C. REMITAR,	Member	
Hon. ALFREDO R. PAGDILAO,	Member	(ABC Representative)
Hon. CYRIL LEONARD L. MURING,	Member	(SKF Representative)

**ABSENT:**

Hon. JOEDEL T. CAASI,	Member
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**RESOLUTION NO. 147, s-2010**

**“A RESOLUTION AUTHORIZING HON. REY T. UY, CITY MAYOR, TO ENTER INTO AND SIGN FOR AND IN BEHALF OF THE CITY GOVERNMENT OF TAGUM THE AMENDED DEED OF USUFRUCT WITH THE SOCIAL SECURITY SYSTEM REPRESENTED BY ATTY. EDDIE A. JARA AND ATTY. EMMANUEL R. PALMA”.**

**WHEREAS**, several Deeds of Usufruct have in the past number of years been entered into by both parties – the City Government of Tagum and the Social Security System – the main subject of which is the construction of SSS office Building at the Energy Park, Barangay Apokon, this city;

**WHEREAS**, for a variety of reasons in the past, such undertaking had not been realized;

**WHEREAS**, most recently, the SSS management through its Executive Vice President, Mr. Horacio T. Templo expressed willingness to pursue the said project, however, some technical concerns have caused delays in the implementation thereof, hence could not beat the expiration set forth in the latest usufruct agreement;

**WHEREAS**, such delays have prompted the SSS to request this august body for an extension of time to commence construction of the SSS office building;

**WHEREAS**, this august body deems it fitting and proper to grant the said request and extend the period for 1 year from the approval of this resolution;

**NOW THEREFORE**, be it resolved, by the Sangguniang Panlungsod to authorize Hon. Rey T. Uy, City Mayor, to enter and sign for and in behalf of the City Government of Tagum the amended Deed of Usufruct with the Social Security System (SSS) represented by Atty. Eddie A. Jara and Atty. Emmanuel R. Palma.

**RESOLVED FURTHER**, that the full text of the amended Deed of Usufruct shall be read as follows:

**AMENDED DEED OF USUFRUCT**

**KNOW ALL MEN BY THESE PRESENTS:**

This Deed is made and executed by:

The **CITY GOVERNMENT OF TAGUM**, a political subdivision, created under the laws of the Republic of the Philippines, with office address at the Tagum City Hall, Tagum City, represented in this instance by its City Mayor, **HON. REY T. UY**, hereinafter referred to as the **OWNER**;

-and-

The **SOCIAL SECURITY SYSTEM**, a government owned and controlled corporation, created pursuant to Republic Act No. 1101, as amended, with principal office address at the SSS Building, East Avenue, Diliman, Quezon City, represented in this instance by its Vice President for the Visayas and Mindanao Group, **ATTY. EDDIE A. JARA** and its Assistant Vice President, Southern Mindanao Cluster, **ATTY. EMMANUEL R. PALMA**, hereinafter referred to as the **USUFRUCTUARY**.

**WITNESSETH:**

**WHEREAS**, the **OWNER** has a parcel of land consisting of 24 hectares situated in Barangay Apokon, City of Tagum, being developed as a Social and Development Center, also known as **ENERGY PARK** intended to accommodate vital government offices and installations to establish a one-stop shop government services area to the constituents of Tagum City and nearby municipalities and provinces;

That the **OWNER** offered for the perpetual use of the **USUFRUCTUARY** a THREE THOUSAND (3,000) square meters portion of the **ENERGY PARK (SITE)**, particularly the second lot from the main gate of the park, identified as Annex "A" in this Deed, as future site of its Tagum City Branch Office (Annex "A" is a Sketch Plan for the entire ENERGY PARK with an indication of the present and expected occupants thereof, together with the Technical Description of the exact location of the **SITE** hereto attached as Annex "B" hereof);

**WHEREAS**, the **USUFRUCTUARY** accepts the above-stated offer of the **OWNER** with gratitude and deep appreciation;

**WHEREAS**, pursuant to Resolution No. \_\_\_\_\_, dated \_\_\_\_\_, of the Sangguniang Panlungsod the City Mayor, Hon. REY T. UY, has been authorized to sign, execute and deliver this Amended Deed of Usufruct for and in behalf of the City of Tagum;

**WHEREAS**, pursuant to Resolution No. \_\_\_\_\_, dated \_\_\_\_\_, the Social Security Commission approved the usufructuary agreement between the parties and this Amended Deed of Usufruct, under such terms and conditions mutually beneficial to both parties;

**NOW THEREFORE**, for and in consideration of the foregoing premises and of the mutual covenants hereinafter contained, the parties hereby agree to the following terms and conditions:

1. **TERM** – The Term of the usufruct shall be **IN PERPETUITY** and/or the **USUFRUCTUARY** is hereby given the right and privilege to use the **SITE** as future site of its Tagum City Branch Office for as long as it deems necessary and useful for the implementation of its mandate of providing social security services to the constituents of the City of Tagum including nearby municipalities and provinces.
2. **OWNERSHIP** – While the usufruct and/or the beneficial use of the **SITE** is transferred to the **USUFRUCTUARY** in perpetuity, the ownership and title of the **SITE** remains with and continues to be in the name of the **OWNER**.

3. **INTRODUCTION OF INFRASTRUCTURES, FACILITIES AND IMPROVEMENTS** – The **OWNER** shall introduce and/or maintain proper infrastructures, facilities and improvements, e.g. roads, electricity, communication and water facilities, that shall make the SITE a sustainable and viable future site of the Tagum Branch Office of the **USUFRUCTUARY**.
4. **MAINTENANCE OF CLEANLINESS AND PEACE AND ORDER** – The **OWNER** shall maintain the cleanliness and peace and order in the common areas of the SITE while the **USUFRUCTUARY** shall be responsible for maintaining the cleanliness and peace and order in the area in usufruct.
5. **OTHER TERMS AND CONDITIONS:**
  1. The SITE shall be used exclusively by the **USUFRUCTUARY** as future site of its Tagum City Branch Office. The construction of the building shall commence within **one (1) year** from the approval of Resolution of the Sangguniang Panlungsod of the **OWNER**;
  2. The **USUFRUCTUARY**, upon proper coordination with the **OWNER**, may construct a building, introduce other structures, facilities and/or improvements that may be necessary for the proper and beneficial use of the SITE;
  3. The **USUFRUCTUARY** shall construct and maintain its building and/or facilities, structures and improvements in the SITE in accordance with local ordinance and/or national laws on environmental safety, maintenance and preservation.

**IN WITNESS WHEREOF**, the herein parties accept have set their hands this \_\_\_\_day of \_\_\_\_\_ 2010 at Tagum City, Davao del Norte, Philippines.

**CITY GOVERNMENT OF TAGUM  
(OWNER)**

**SOCIAL SECURITY SYSTEM  
(USUFRUCTUARY)**

Represented by:

Represented by:

**REY T. UY**  
City Mayor

**EDDIE A. JARA**  
Vice President

**EMMANUEL R. PALMA**  
Assistant Vice President

Signed in the Presence of:

\_\_\_\_\_ and \_\_\_\_\_

**ACKNOWLEDGEMENT**

Republic of the Philippines. )  
Province of Davao del Norte) s.s.  
City of Tagum ..... )  
X ..... X

**BEFORE ME**, this \_\_\_ day of \_\_\_\_\_ 2010 at Tagum City, Philippines, personally appeared the following persons to wit:

Name	Comm. Tax Cert. No.	Date Issued	Place Issued
<b>REY T. UY</b>			
<b>EDDIE A. JARA</b>			
<b>EMMANUEL R. PALMA</b>			

known to me to be the same persons who executed the foregoing Deed, and who acknowledged to me that the same is their free and voluntary act and deed of the entities that they represent in this instance.

This Deed, consisting of \_\_\_\_ ( ) pages, including the page on which this Acknowledgement is written, signed by the Parties and their instrumental witnesses, refers to a Deed of Usufruct of a parcel of land.

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

Doc. No. \_\_\_\_  
Page No. \_\_\_\_  
Book No. \_\_\_\_  
Series of 2010

**RESOLVED FURTHERMORE**, that copies of this resolution be furnished to all concerned.

**CARRIED AND APPROVED.**

**I HEREBY CERTIFY to the correctness of the foregoing.**

**REY A. BUHION**  
**Secretary to the Sanggunian**

**ATTESTED:**

**ALLAN L. RELLON, MPA**  
**City Vice Mayor**  
**(Presiding Officer)**

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(OWNER)**

**SOCIAL SECURITY SYSTEM  
(USUFRUCTUARY)**

Represented by:

Represented by:

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City Mayor  
President

**EDDIE A. JARA**  
Vice President

**EMMANUEL R. PALMA**  
Assistant Vice

Signed in the Presence of:

\_\_\_\_\_ and \_\_\_\_\_

**ACKNOWLEDGEMENT**

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