

COMM. NO. 2211-073



Republic of the Philippines
Department of the Interior and Local Government
BUREAU OF FIRE PROTECTION
Taytay Fire Station
PCCI Bldg., Cabrera Rd., Brgy. Dolores, Taytay, Rizal
Cel. Number: 0917-148-9964;
Email: taytayfirestation@yahoo.com

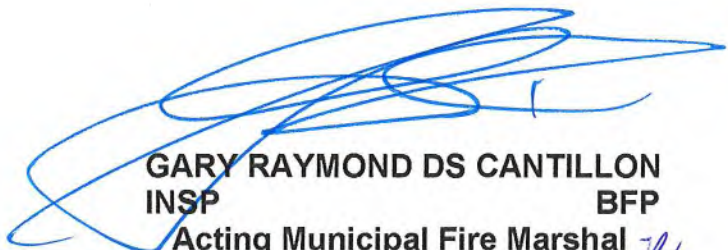


INDORSEMENT

21 November 2022

Respectfully submitted to the Office of the Mayor, the CONTRACT OF USUFRUCT between Megawide Construction Corporation and Municipality of Taytay for the proposed donation of fire station.

Request acknowledge receipt hereof.


GARY RAYMOND DS CANTILLON
INSP **BFP**
Acting Municipal Fire Marshal *rc*

OFFICE OF VICE MAYOR
SOPHIA "PIA" CABRAL
RECEIVED
BY: ANIE EUSTACIA
DATE: 11-21-22
TIME: 5:05 pm

CONTRACT OF USUFRUCT

This Contract of Usufruct (this "Contract") is made and entered into on ___ November 2022, in Quezon City, by and between:

MEGAWIDE CONSTRUCTION CORPORATION, a corporation duly organized and existing under the laws of the Philippines with office address at No. 20, N. Domingo Street, Valencia, Quezon City, 1112, represented herein by its Head of Facilities Management Division, RUEL ALMA JR., hereinafter referred to as "**MEGAWIDE**" or the "**MEGAWIDE**";

- and -

MUNICIPALITY OF TAYTAY, a government body existing within the territory and jurisdiction of the Republic of the Philippines by virtue of Republic Act No. 6975, with office address at Barangay San Juan, Taytay, Rizal, represented herein by its Municipal Mayor, HON. ALLAN MARTINE S DE LEON, and hereinafter referred to as "**USUFRUCTUARY**"

(Each, a "Party" and collectively, the "Parties")

WITNESSETH:

WHEREAS, MEGAWIDE is the registered owner of a parcel of land with a total area of two hundred square meters (200 sq.m.), situated in the Municipality of Taytay, Rizal, and covered by the Transfer Certificate of Title (TCT) No. 068-2021008605 (the "Land"), a copy of which is attached and made an integral part of this Contract as **Annex "A"**;

WHEREAS, the USUFRUCTUARY, a government body under the jurisdiction of the Taytay Municipal Government, which is responsible for the provision of fire services to the public, is in need of a Construction of Bureau of Fire Protection Building Taytay (the "Improvement");

WHEREAS, MEGAWIDE, by reason of its commitment to support the noble services of the USUFRUCTUARY, desires to construct the Improvement on the Land at its own cost, in the total amount of Three Million Two Hundred Thousand Pesos (P3,200,000.00), and has offered the USUFRUCTUARY the exclusive right to utilize and enjoy the Land, together with the Improvement (the "Subject Properties"), and the USUFRUCTUARY has accepted the offer, subject to the terms and conditions stated under this Contract;

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants hereunder, the Parties hereby agree as follows:

1. **RIGHT OF USUFRUCT.** MEGAWIDE hereby grants to the USUFRUCTUARY the right of usufruct over the Subject Properties, with the latter having the full right to the possession, use, and enjoyment of the Subject Properties, in return for the USUFRUCTUARY assuming the obligation to shoulder all the real property taxes, as well as all other taxes due under this Contract and on the Subject Properties, the utilities incurred by the use of the said Subject Properties, including the necessary maintenance and repairs to preserve such Subject Properties.
2. **OWNERSHIP.** The usufruct and/ or the beneficial use of the Subject Properties is transferred to the USUFRUCTUARY but the ownership of such Subject Properties remains with and continues to be in the name of MEGAWIDE. Upon the expiration or non-renewal of this Contract, any or all improvements introduced on the Subject Properties shall belong to MEGAWIDE.
3. **TERM OF THE USUFRUCT.** This Contract shall be for a period of ten (10) years commencing on the date of the actual construction completion of the Improvement or the date of the actual turnover by MEGAWIDE of the Subject Properties to the USUFRUCTUARY (the "Term"), whichever comes

first. The Term may be renewed through a written agreement mutually executed by the Parties at least thirty (30) days prior to the expiration of the Term.

4. **OBLIGATIONS OF THE USUFRUCTUARY.** The USUFRUCTUARY shall have the following obligations:
 - 4.1. The USUFRUCTUARY undertakes to reserve the use of the Subject Properties solely for the purpose of conducting its operations under its charter for the benefit of the public.
 - 4.2. The USUFRUCTUARY shall keep and maintain the Subject Properties in good condition in accordance with the rules and standards that will be prescribed by MEGAWIDE for the entire duration of this Contract and turn over the same to MEGAWIDE upon the termination or expiration hereof in the same condition, except for reasonable wear and tear.
 - 4.3. The USUFRUCTUARY shall be responsible for shouldering the necessary maintenance fees, utility bills, and any applicable operations and management fees that it may incur for operating, cleaning, maintaining, and repairing the Subject Properties or any portion thereof.
 - 4.4. The USUFRUCTUARY agrees to procure all the local government permits necessary for MEGAWIDE's construction of the Improvements on the Subject Properties and for the continued operation of the USUFRUCTUARY.
 - 4.5. The USUFRUCTUARY shall not alter or construct additional improvements on the Subject Properties without the consent of MEGAWIDE. All such alterations, additions and improvements made by the USUFRUCTUARY shall remain and be surrendered with the Subject Properties as part thereof, without cost to MEGAWIDE, upon the termination of this Contract.
 - 4.6. The USUFRUCTUARY shall ensure that all the agreements that it will enter into with third parties shall not conflict with any provision of this Contract. Should any such agreement be in conflict with the terms of this Contract, the USUFRUCTUARY hereby undertakes to honor the terms of this Contract. Moreover, the USUFRUCTUARY shall be liable for any damage that MEGAWIDE may suffer as a result of any such agreement.
 - 4.7. Any and all taxes, including but not limited to real property taxes on the Subject Properties shall be for the sole account of the USUFRUCTUARY for the duration of the Contract.
5. **TERMINATION OF THE USUFRUCT.** This Contract shall be terminated upon the occurrence of any of the following events:
 - 5.1. End of the Term of this Contract;
 - 5.2. Dissolution of MEGAWIDE or the USUFRUCTUARY;
 - 5.3. Renunciation of the USUFRUCTUARY of its rights under this Contract;
 - 5.4. Total loss or destruction of the Subject Properties for any cause, as may be determined by MEGAWIDE;
 - 5.5. Unilateral pre-termination by MEGAWIDE of this Contract for any reason whatsoever (termination for convenience); and
 - 5.6. Any violation by the USUFRUCTUARY of any of its obligations under this Contract.
6. **MISCELLANEOUS.**
 - 6.1. This Contract shall be governed and construed in accordance with the laws of the Republic of the Philippines. In case of any dispute, controversy, or disagreement between the Parties

arising from or in relation to this Contract, the same shall be settled and/or litigated in the proper courts of the Quezon City, Philippines to the exclusion of all other courts.

- 6.2. This Contract may not be modified, amended, added to, or otherwise varied except by a document in writing signed by both Parties.
- 6.3. Failure of either Party to exercise a remedy or to insist in one or more instances with regard to the performance of any of the covenants of this Contract shall not be construed as abandonment or cancellation or waiver of such covenant. No waiver by either Party shall be deemed to have been made unless expressed in writing and signed by the waiving Party.
- 6.4. In case any one or more of the provisions contained in this Contract shall be held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 6.5. This Contract may be executed in counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute an integrated instrument enforceable in its entirety.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures this ____ day of October 12, 2022 in _____ City.

MEGAWIDE CONSTRUCTION CORPORATION
Owner

MUNICIPALITY OF TAYTAY
Usufructuary

Represented by:

Represented by:

RUEL ALMA JR.
Head of Facilities Management Division

HON. ALLAN MARTINE S DE LEON
Municipal Mayor

Date: _____

Date: _____

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in the above jurisdiction on this ____ day of _____ 2022 appeared the following:

NAMES	IDENTIFICATION	ISSUED ON/AT:
MEGAWIDE CONSTRUCTION CORPORATION Represented by: _____		
MUNICIPALITY OF TAYTAY Represented by: _____		

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged that the same are their own free and voluntary act and deed, and of the corporations represented.

This instrument, known as the Contract of Usufruct, consists of _____ pages, including this page whereon the acknowledgement clause is written, has been signed by the parties and their instrumental witness on each and every page hereof.

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

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2022.

Notary Public