

139

Refer To: Committee on Laws and Justice and Human Rights
Noted



Republic of the Philippines
PROVINCE OF SURIGAO DEL SUR
 TANDAG CITY



Provincial Governor's Office

January 13, 2026

THE HONORABLE MEMBERS
 Office of the Provincial Council
 This Province

Thru: **HON. MANUEL O. ALAMEDA, SR.**
 Vice Governor & Presiding Officer

Sir:

Greetings!

May we request for a passage of a Sangguniang Panlalawigan Resolution authorizing the Provincial Governor to enter into and sign a Deed of Usufruct with the Technical Education and Skills Development Authority, duly represented by its Secretary/Director General, Jose Francisco "Kiko" B. Benitez, regarding the usage of a parcel of land for the construction of the new Provincial TESDA Office of Surigao del Sur.

Attached is a copy of the draft of Usufruct Agreement for your perusal.

Truly yours,

JOHNNY T. PIMENTEL
 Provincial Governor

RELEASED
 PGO-SURIGAO DEL SUR

SIGNATURE OVER PRINTED NAME

CONTROL NO: DATE: 1-13-26 TIME: 10:14 AM



PROVINCE OF SURIGAO DEL SUR
 Office of the Secretary to the
 Sangguniang Panlalawigan

Tel. No.: 086-2115832
 Email: ossp@surigaodelsur.gov.ph

Date: _____

Time: _____

Received by: _____

January 8, 2026

DEED OF USUFRUCT

KNOW ALL MEN BY THESE PRESENTS:

This Deed of Usufruct is entered into by and between:

The **PROVINCIAL GOVERNMENT OF THE PROVINCE OF SURIGAO DEL SUR**, a local government unit existing by virtue of the laws of the Republic of the Philippines, represented herein by its Provincial Governor, **JOHNNY T. PIMENTEL** who has been duly authorized to enter into this Deed pursuant to *Resolution No. _____, Series of _____*, of the Sangguniang Panlalawigan of the Province of Surigao del Sur, hereinafter referred to as the **OWNER**,

- and -

TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY (TESDA), with office address at East Service Road, South Luzon Expressway, Fort Bonifacio, Taguig City, represented by **JOSE FRANCISCO "KIKO" B. BENITEZ**, Secretary/Director General, hereinafter referred to as the **"USUFRUCTUARY"**.

WITNESSETH *that* -

WHEREAS, the Provincial Government of Surigao del Sur endeavors to support the establishment of a new Provincial TESDA Office of Surigao del Sur;

WHEREAS, pursuant to Sangguniang Panlalawigan Resolution No. _____, Series of _____, the **OWNER** desires to give to the **USUFRUCTUARY** the right of usufruct over a **one thousand three hundred forty-two point thirty (1,342.30) square-meter portion** of Lot 2763, CAD 392-D under Transfer Certificate of Title No. 161-2023001409 owned by the Provincial Government of Surigao del Sur, to be the site of Provincial TESDA Office of Surigao del Sur, which technical description is particularly described as follows:

Lot Number: 2

<u>Lines</u>	<u>Bearings</u>	<u>Distances</u>
1-2	N.52°35'E.	47.21M.
2-3	S.37°25'E.	28.43M.
3-4	S.67°30'W.	47.21M.
4-1	N.82°30'W.	28.43M.

JOHNNY T. PIMENTEL
Provincial Governor

JOSE FRANCISCO "KIKO" B. BENITEZ
Secretary/Director General

JOHN VINCENT C. PIMENTEL
Provincial Administrator

FLORENCIO F. JUNICO, JR., DPA, CESO III
Regional Director

WHEREAS, the OWNER, by these presents, offers for use of the USUFRUCTUARY, the above-described property to where the new Provincial TESDA Office of Surigao del Sur will be erected;

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

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants and stipulations hereinafter set forth, the OWNER hereby transfers and conveys unto the USUFRUCTUARY by way of USUFRUCT, the afore-described parcel of land, subject to the following terms and conditions:

JOHNNY T. PIMENTEL
Provincial Governor

JOHN VINCENT C. PIMENTEL
Provincial Administrator

I. TERM of the USUFRUCT:

- a. The term of the usufruct shall be for a period of 25 years, renewable at the discretion of the Provincial Government. The USUFRUCTUARY is hereby given the right and privilege to exclusively use the SITE where the new Provincial TESDA Office of Surigao del Sur will be established.

II. OWNERSHIP:

- a. While the usufruct and/or the beneficial use of the SITE is transferred to USUFRUCTUARY, the ownership and title of the SITE remains with and continues to be in the name of the OWNER. Upon the expiration or non-renewal of the contract, improvements introduced on the site shall accrue to the Provincial Government.

III. RIGHTS AND PRIVILEGES OF THE USUFRUCTUARY:

- a. The USUFRUCTUARY may build and construct the DOLE-Surigao del Sur Field Office and its improvements subject of this grant provided that the USUFRUCTUARY hereby agrees and binds itself to insure at its expense the building, furnishing and equipment built or placed thereon against loss by fire, typhoon, flood or other similar natural events. In no case shall the OWNER be liable for any loss, damage or injury that may arise by reason of the use and enjoyment of the fruits of said property by the USUFRUCTUARY.

IV. OBLIGATIONS OF THE USUFRUCTUARY:

- a. The USUFRUCTUARY shall commence construction of the said building on the above-described lot within three (3) years from date of execution of this Deed, otherwise possession shall automatically revert to the OWNER, without need for further legal action;
- b. The USURUCTUARY shall pay and be liable for all taxes, licenses, permits, duties, levies and such other charges as the Government or any of its instrumentalities and agencies may impose by reason of and arising out of this agreement and its implementation, including the real property taxes;
- c. The USUFRUCTUARY shall defray all expenses for building and maintenance including cost of power, water, telephone and other utilities attached, connected or related to the operation of the improvement introduced on the property subject of this agreement;
- d. The USUFRUCTUARY shall, at its own expense, make all necessary repairs to keep the premises and all its equipment and facilities from

JOSE FRANCISCO "KIKO" B. BENITEZ
Secretary/Director General

FLORENCIO F. SUNICO, JR., DPA, CESO III
Regional Director

deteriorating during the term of the grant; and

- e. The USUFRUCTUARY shall not lease any part or portion of the premises or the whole thereof, without the express consent of the OWNER.

V. WARRANTIES OF THE OWNER:

- a. The OWNER hereby covenants with the USUFRUCTUARY that the latter shall have peaceful, uninterrupted, exclusive and full use of the premises during the period of the grant. The USUFRUCTUARY, its representatives, agents and employees shall have complete and unimpeded access to and from the premises at any time.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures at the date and place stated in their separate acknowledgment.

PROVINCIAL GOVERNMENT OF SURIGAO DEL SUR

Owner

Represented by:

JOHNNY T. PIMENTEL

Provincial Governor

TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY

Usufructuary

Represented by:

JOSE FRANCISCO "KIKO" B. BENITEZ

Secretary/Director General

SIGNED IN THE PRESENCE OF:

FLORENCIO F. SUNICO, JR., DPA, CESO III
Regional Director, Caraga

JOHN VINCENT C. PIMENTEL
Provincial Administrator

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF TANDAG) S.S.
X-----X

BEFORE ME, a Notary Public for and in the City of Tandag, personally appeared, JOHNNY T. PIMENTEL with Tax Identification No. 102-223-050 issued on _____ at _____ whom I have identified through competent evidence of identity and who represented to me that his/her signature on the foregoing instrument was voluntarily affixed by him/her for the purposes stated in the instrument and who declared that he/she has executed the foregoing instrument as his/her free and voluntary act and deed.

I have known the above to be the same person who executed the foregoing instrument and acknowledged and sworn to before me that the same is his/her free and voluntary act and deed, as well as the local government unit and agency he/she represents.

This Instrument consists of only four (4) pages, including this page in which this acknowledgment is written, duly signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this ____ day of _____, 20____, in Tandag City, Philippines.

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

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.
X-----X

BEFORE ME, a Notary Public for and in the City of Butuan, personally appeared, JOSE FRANCISCO "KIKO" B. BENITEZ with Tax Identification No. _____ issued on _____ at _____ whom I have identified through competent evidence of identity and who represented to me that his/her signature on the foregoing instrument was voluntarily affixed by him/her for the purposes stated in the instrument and who declared that he/she has executed the foregoing instrument as his/her free and voluntary act and deed.

I have known the above to be the same person who executed the foregoing instrument and acknowledged and sworn to before me that the same is his/her free and voluntary act and deed, as well as the local government unit and agency he/she represents.

This Instrument consists of only five (5) pages, including this page in which this acknowledgment is written, duly signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this ____ day of _____, _____, at _____ City, Philippines.

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



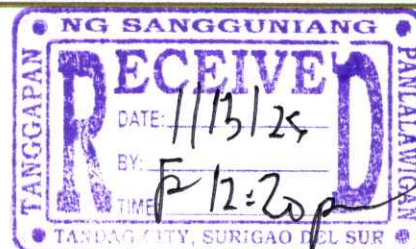
Republic of the Philippines
PROVINCE OF SURIGAO DEL SUR

Office of the Provincial Vice Governor



1st Endorsement

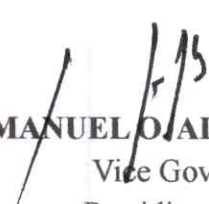
January 13, 2026



Respectfully forwarded to Mr. Edgar G. Perez II, JD., Secretary to the Sangguniang Panlalawigan, a request for the urgent passage of a Sangguniang Panlalawigan Resolution authorizing the Provincial Governor to enter into and sign a Deed of Usufruct with the Technical Education and Skills Development Authority.

Attached is a copy of the draft of Usufruct Agreement for your perusal.

For your information and appropriate action.


MANUEL O. ALAMEDA, SR.

Vice Governor
Presiding Officer
21st Sangguniang Panlalawigan



Republic of the Philippines
PROVINCE OF SURIGAO DEL SUR
TANDAG CITY



Provincial Governor's Office

January 13, 2026

THE HONORABLE MEMBERS
Office of the Provincial Council
This Province

Thru: **HON. MANUEL O. ALAMEDA, SR.**
Vice Governor & Presiding Officer

Sir:

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Provincial Governor

RELEASED
PGO-SURIGAO DEL SUR

SIGNATURE OVER PRINTED NAME
CONTROL NO: DATE: 1-13-26 TIME: 10:14 AM

VICE GOVERNOR'S OFFICE
(RECEIVED)
DATE: 01/13/26 TIME: 11:18 AM

January 8, 2026

TESDA

DEED OF USUFRUCT

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Provincial Governor

JOSE FRANCISCO "KIKO" B. BENITEZ
Secretary/Director General

JOHN VINCENT C. PIMENTEL
Provincial Administrator

FLORENCIO F. SUNICO, JR., DPA, CESO III
Regional Director

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FLORENCIO F. Sunico, Jr., DPA, CESO III
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PROVINCIAL GOVERNMENT OF SURIGAO DEL SUR
Owner

Represented by:

JOHNNY T. PIMENTEL
Provincial Governor

TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY
Usufructuary

Represented by:

JOSE FRANCISCO "KIKO" B. BENITEZ
Secretary/Director General

SIGNED IN THE PRESENCE OF:

FLORENCIO F. SUNICO, JR., DPA, CESO III
Regional Director, Caraga

JOHN VINCENT C. PIMENTEL
Provincial Administrator

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF TANDAG) S.S.
X-----X

BEFORE ME, a Notary Public for and in the City of Tandag, personally appeared, **JOHNNY T. PIMENTEL** with Tax Identification No. 102-223-050 issued on _____ at _____ whom I have identified through competent evidence of identity and who represented to me that his/her signature on the foregoing instrument was voluntarily affixed by him/her for the purposes stated in the instrument and who declared that he/she has executed the foregoing instrument as his/her free and voluntary act and deed.

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

ACKNOWLEDGMENT

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CITY OF _____) S.S.
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Doc No. _____;
Page No. _____;
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Series of _____.