

DEED OF DONATION

Know all men by these presents:

This **DEED OF DONATION** made and executed by and between:

CANUTO DE LA CRUZ, represented by **EMETERIO DE LA CRUZ**, Filipino, of legal age married to Dolores De la Cruz with residence and postal address at Canuto Village, Sitio Mangapo-gapo, Zone 2, Concepcion Pequeña, Naga City, Camarines Sur, hereinafter called the **DONOR**;

and

The CITY GOVERNMENT OF NAGA, a Local Government Unit created under the laws of the Republic of the Philippines, represented herein by Mayor JOHN G. BONGAT, who is of legal age, married and with office address at City Mayor's Office, 2nd Floor, City Hall Building, J. Miranda Avenue, Naga City, herein after called the **DONEE**.

WITNESSETH

That the **DONOR**, thru his representative as Attorney-in-Fact, an owner in fee simple of a parcels of land under TCT No. 598 covering an area of 11,158 square meters located at Barangay Balatas, Naga City wherein portion thereof is the subject of this instrument more particularly described as follows:

LOT 2-27 (ROAD LOT 1)

"A parcel of land (Road Lot 1 (Lot 2-27, Lot 2-27, Bsd-05-001718 (OLT) being a portion of Lot 2-27, Bsd-05-001718 (OLT), situated at Barangay Balatas, City of Naga, Island of Luzon. Bounded on the N.W., along line 20-1-2-3 by Lot 2-27, Bsd remaining portion; on the N.E., along line 3-4 by Lot 2-28, Bsd-05-001718 (OLT) (Gregoria Mendoza); on the S.E. and East, along line 4-5-6-7 by Lot 2-27, Bsd-05-001718 (OLT) remaining portion; along 7-8 by Lot 2-27, Bsd-05-001718 (OLT) remaining portion (Road Lot 2); along line 8-9 by Lot 2-27, Bsd-05-001718 (OLT) remaining portion; along line 9-10 by Lot 2-27, Bsd remaining portion (Road Lot 3); along line 10-11-12-13 by Lot 2-27, Bsd-05-001718 (OLT) remaining portion ; on the West and S.W., along line 13-14 by Lot 2-27, Bsd-05-001718 (OLT) remaining portion (Road Lot Happy Homes Resettlement Project) along line 14-15-16-17-18-19 by Lot 2-27, Bsd- remaining portion; along line 19-20 by Lot 2-27, Bsd-05-001718 (OLT) remaining portion (Road Lot of Happy Homes Resettlement Project), containing an area of **ONE THOUSAND AND SEVENTY TWO (1,072) SQUARE METERS.**"

LOT 2-27 (ROAD LOT 2)

"A parcel of land (Road Lot 2 (Lot 2-27, Lot 2-27, Bsd-05-001718 (OLT) being a portion of Lot 2-27, Bsd-05-001718 (OLT), situated at Barangay Balatas, City of Naga, Island of Luzon. Bounded on the N.W., along line 1-2-3 by Lot 2-27, Bsd-05-001718 (OLT), remaining portion; on the N.E., along line 3-4 by Lot 2-28, Bsd-05-001718 (OLT) (Gregoria Mendoza); on the S.E. and along line 4-5-6 by Lot 2-27, Bsd-05-001718 (OLT), remaining portion ; on the West along line 6-1 by Lot 2-27, Bsd-05-001718 (OLT), remaining portion (Road Lot 1), containing an area of **FOUR HUNDRED TWENTY SIX (426) SQUARE METERS.**"

LOT 2-27 (ROAD LOT 3)

"A parcel of land (Road Lot 3 (Lot 2-27, Lot 2-27, Bsd-05-001718 (OLT) being a portion of Lot 2-27, Bsd-05-001718 (OLT), situated at Barangay Balatas, City of Naga, Island of Luzon. Bounded on the N.W., along line 1-2-by Lot 2-27, Bsd-05-001718 (OLT), remaining portion ; on the N.E., along line 3-4 by Lot 2-28, Bsd-05-001718 (OLT), (Gregoria Mendoza); on the S.E. along line 4-5 by Lot 2-27, Bsd-05-001718 (OLT), remaining portion ; on the West, along line 5-1 by Lot 2-27, Bsd-05-001718 (OLT), remaining portion (Road Lot 1); on the N.E along line 35-1-2-3-4-5-6-7-8-9-10 by Lot 2-27, Bsd-05-001718 (OLT), remaining portion. containing an area of **SIX HUNDRED FIFTY EIGHT (658) SQUARE METERS.**"

That for and in consideration of the support of the DONOR to the DONEE's continuing program on socialized housing especially to the residents of Sitio Mangapogapo, Barangay Concepcion Pequeña, Naga City, the DONOR hereby transfers and convey the above described lot subject to the following conditions, to wit:

- a. That a concrete road shall be constructed on the donated lands as an access road to and fro the Canuto Village, Sitio Mangapogapo, Concepcion Pequeña, Naga City;
- b. That a suitable drainage system shall be established to prevent flooding caused by the road construction.
- c. That the DONEE hereby undertakes, for itself and the beneficiaries, not to sell, alienate, mortgage or in any manner dispose of the donated property without prior consent from the DONOR.

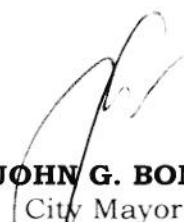
That the DONOR hereby guarantees that the subject property is free from liens and encumbrances, and that it has reserved for itself sufficient property to support itself in a manner appropriate to its needs.

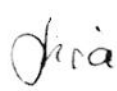
That the DONEE shall shoulder all expenses for Donor's Tax, Transfer Tax, Registration of Donation and all other incidental expenses necessary for transfer.


IN WITNESS WHEREOF, the parties, through their representatives, have hereunto affixed their signatures this _____ day of April, 2018 in Naga City, Philippines.


CANUTO DE LA CRUZ
Represented by: Emeterio De la Cruz
Donor

CITY GOVERNMENT OF NAGA
Donee

Represented by:

JOHN G. BONGAT
City Mayor 1

Signed in the presence of:

R/kad NIBOY ROQUILLO
Witness


EDUARDO E. GUTIERREZ
Witness

ACKNOWLEDGMENT

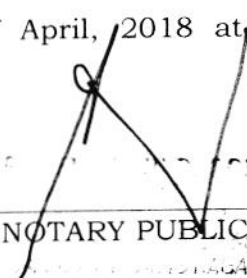
Republic of the Philippines)s.s.
City of Naga)

BEFORE me, a notary public for and in the City of Naga, personally appeared

	Competent Evidence Of Identity	Date & Place of issue
EMETERIO DE LA CRUZ	<u>20754381</u>	<u>4-11-18</u>
JOHN G. BONGAT	<u>20716889</u> <u>LGU Naga City 201604</u>	<u>1-8-218</u>

Known to me to be the same persons, as duly authorized representatives of the entities they sign in behalf of, who executed the foregoing Deed of Donation and acknowledged that the same is their free and voluntary act and deed.

WITNESS my hand and seal this 11th day of April, 2018 at Naga City, Philippines.


NOTARY PUBLIC
 CITY OF NAGA
 IBP No. 35084 12/28/17 (AM SUR)

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 Series of 2018


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