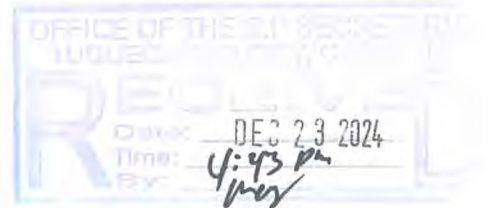




BAGONG PILIPINAS

Republic of the Philippines  
Province of Cagayan  
TUGUEGARAO CITY

Phone number: 0953-588-3721 | email address: [cmotuguegaraocity@gmail.com](mailto:cmotuguegaraocity@gmail.com)



OFFICE OF THE CITY MAYOR

23 December 2024

THE PRESIDING OFFICER AND MEMBERS

Sangguniang Panlungsod  
This City

Dear *Presiding Officer and Members of the Sanggunian*:

Herewith is the Deed of Donation between the Tuguegarao City Government and the Provincial Government of Cagayan regarding the donation of a BrandNew Wheel Type Excavator 0.3 Cubic Meter Bucket Capacity- Diesel, for your information and appropriate action.

Thank you!

In the name of public service,

MAILA ROSARIO S. TING-QUE  
City Mayor

Copy furnished:

- Provincial Government of Cagayan
- City Legal Office



DEED OF DONATION

KNOW ALL MEN BY THESE PRESENTS:

This **Deed of Donation** is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2024, in the \_\_\_\_\_, Cagayan, by and between:

**THE PROVINCIAL GOVERNMENT OF CAGAYAN**, a political subdivision of the Republic of the Philippines, represented herein by its Provincial Governor, **MANUEL N. MAMBA**, with principal office at the Provincial Capitol, Tuguegarao City, Cagayan, *hereinafter referred to as the "DONOR"*;

-and-

**THE LOCAL GOVERNMENT UNIT OF TUGUEGARAO CITY**, represented herein by its City Mayor, **MAILA ROSARIO S. TING-QUE**, with office address at Tuguegarao City, Cagayan, *hereinafter referred to as the "DONEE"*;

**WITNESSETH THAT:**

**WHEREAS**, the DONOR is the lawful owner of a **BRAND NEW WHEEL TYPE EXCAVATOR 0.3 CUBIC METER BUCKET CAPACITY-DIESEL**, *hereinafter referred to as the "Donated Property,"* particularly described as follows:

| Equipment Number  | Engine Model | Engine Number |
|-------------------|--------------|---------------|
| CXG08075YR1W16157 | YCF3065-T300 | 30C3WBR70019  |

which is in good operating condition and is suitable for public works purposes;

**WHEREAS**, the DONOR, in the spirit of advancing public service and development within the jurisdiction of the DONEE, wishes to donate the said Donated Property for the benefit of the people within the locality of the DONEE;

**WHEREAS**, the DONEE has expressed its willingness to accept the donation of the Wheeled Backhoe under the terms and conditions specified herein;

**NOW, THEREFORE,** for and in consideration of the foregoing premises, the DONOR hereby freely, voluntarily, and irrevocably donates the above-described Donated Property to the DONEE under the following terms and conditions:

## **TERMS AND CONDITIONS**

### **1. PURPOSE OF DONATION**

The Wheeled Backhoe shall be used solely for public use and public purposes within the territorial jurisdiction of the DONEE. These public purposes shall include, but are not limited to:

- Maintenance and construction of public roads;
- Digging and maintenance of canals and drainage systems;
- Quarry operations and excavation for public infrastructure projects;
- Any other legitimate public utility purpose, as determined by the DONEE, that directly benefits the community.

Furthermore, the DONOR reserves the right to request the use of the Wheeled Backhoe for public purposes within the locality of the DONEE when necessary. The DONEE agrees to make the Donated Property available to the DONOR for such public use, provided that the use does not interfere with the DONEE's operations.

### **2. MAINTENANCE AND OPERATIONAL EXPENSES**

All expenses related to the operation, maintenance, and operational expenses of the Wheeled Backhoe, including but not limited to fuel, lubricants, repairs, and regular servicing such as oil changes, shall be exclusively borne by the DONEE. The DONEE shall ensure that the Donated Property is kept in good working condition and is maintained in accordance with the specifications of manufacturer.

### **3. OPERATOR QUALIFICATION**

The Wheeled Backhoe shall only be operated by a qualified operator who possesses the requisite training, skills, and, if necessary, **NC II TESDA accreditation** or its equivalent. The

DONEE shall ensure that any operator employed to operate the Wheeled Backhoe is properly certified and competent to handle the equipment.

#### **4. RESTRICTION ON USE**

The Donated Property shall not be used for private, commercial, or profit-generating activities. In the event of any use other than for public purposes, the DONOR reserves the right to revoke this donation and reclaim the Donated Property. The DONEE shall ensure that no misuse of the Donated Property occurs during its possession.

#### **5. REVOCATION CLAUSE**

The DONOR reserves the right to revoke this Deed of Donation at any time in the event that the DONEE violates any of the terms set forth herein, particularly the misuse of the Wheeled Backhoe for private or non-public purposes. Upon such violation, the DONOR shall serve notice of revocation, and the DONEE shall return the Donated Property to the DONOR within thirty (30) days from receipt of the notice.

#### **6. LIABILITY FOR DAMAGES**

The DONEE shall be responsible for any loss or damage to the Wheeled Backhoe arising from negligence, improper use, or lack of maintenance. The DONEE shall bear all costs necessary for the repair or replacement of the equipment, should such loss or damage occur.

#### **7. NON-TRANSFERABILITY**

The DONEE shall not, under any circumstance, transfer, assign, or lease the Donated Property to any third party, whether for public or private use, without the express written consent of the DONOR. Any unauthorized transfer or disposition shall result in the automatic revocation of this Deed of Donation.

In the event that the DONEE is unable to maintain or operate the Wheeled Backhoe in accordance with the provisions set forth herein, the DONOR may reclaim the Donated Property or designate another local government unit or agency that can utilize it for public purposes.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_, 2024, in \_\_\_\_\_, Philippines.

**PROVINCIAL GOVERNMENT OF CAGAYAN**  
*Donor*

**Represented by the Provincial Governor:**

**MANUEL N. MAMBA**

Accepted by:

**LOCAL GOVERNMENT UNIT OF TUGUEGARAO CITY**  
*Donee*

**Represented by the Municipal Mayor:**

**MAILA ROSARIO S. TING-QUE**

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_



ACKNOWLEDGMENT

Republic of the Philippines )  
\_\_\_\_\_ ) S.S.

BEFORE ME, a Notary Public for and in the Province of Cagayan, this \_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared:

| Name:                     | Government Issued ID No.: | Issued By:     |
|---------------------------|---------------------------|----------------|
| MANUEL N. MAMBA           | Passport No. P0037657C    | DFA Tuguegarao |
| MAILA ROSARIO S. TING-QUE |                           |                |

known to me and to me known to be the same persons who executed the foregoing Deed of Donation and acknowledged to me that the same are their free and voluntary act and deed, as well as that of the Provincial Government of Cagayan and the Local Government Unit of \_\_\_\_\_ which they represent.

This instrument, consisting of five (5) pages, including this page on which this acknowledgment is written, has been signed on the left margin of each and every page by the parties and their witnesses, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, this \_\_\_\_ day of \_\_\_\_\_, 2024.

Doc. No. \_\_\_\_  
Page No. \_\_\_\_  
Book No. \_\_\_\_  
Series of 2024.