



Republic of the Philippines
Department of Environment and Natural Resources
FOREST MANAGEMENT BUREAU
Visayas, Avenue, Diliman, 1100 Quezon City
Tel. No.: (632) 8925-2141 / (632) 8927-4788
E-mail Address: fmb@denr.gov.ph Website: <https://www.forestry.denr.gov.ph>

MEMORANDUM

FOR : The Regional Executive Director
DENR MIMAROPA Region
L & S Building, Roxas Blvd., Ermita, Manila

FROM : Assistant Secretary for Policy, Planning, and Foreign Assisted and
Special Projects, and Director, in concurrent capacity

SUBJECT : **REQUEST FOR COPIES OF OLP PERMIT AND CONVERTED
OTHER LAWFUL PURPOSES LEASE AGREEMENT (OLPLA)
(BODEGA AND PORT FACILITIES) AND ITS
ATTACHMENTS, ISSUED TO MARCOPPER MINING
CORPORATION (MMC) LOCATED IN BARANGAY BALOGO,
STA. CRUZ, MARINDUQUE**



DATE : **DEC 14 2021**

This has reference with your Memorandum dated 16 November 2021 requesting for copies of Other Lawful Purposes Permit issued in February 1968 and converted Other Lawful Purposes Lease Agreements (OLPLA) for Bodega and Port Facilities of Marcopper Mining Corporation (MMC) with an area of 17.655 hectares located in Brgy. Balogo, Sta. Cruz, Marinduque.

In this regard, please be informed that the only available copies of lease agreement/permit issued to MMC are the following:

Holder	Tenure Type & Number & Purpose	Area (ha)	Date of Issuance	Date of Expiration
Marcopper Mining Corporation	Right-Of-Way Lease Agreement No. 2	16.57	July 15, 1975	June 30, 2000
	Mining Waste Disposal Area Agreement No. 1	309	April 2, 1976	December 31, 2000

Per Memorandum dated 15 January 1996 of the FMB addressed to the Secretary (copy attached), it was mentioned that the MMC was issued with OLP (Bodega and Port Facilities) in February 1968 with one (1) year duration, and said permit was converted to OLPLA with duration of 25 years to expire on 30 June 1994. However, this Office has no available copy of the said Permit/Lease Agreement.

The DENR MIMAROPA was already informed and furnished copies of all available documents relative to MMC per Memorandum dated 20 March 2020 (copy attached).

Nevertheless, copies of the above-mentioned approved Agreements (Right-of-Way Lease Agreement No. 2 and Mining Waste Disposal Area Agreement No. 1) are hereto attached for your reference.

FOR INFORMATION, PLEASE.



MARCIAL C. AMARO, JR., CESO III

Copy furnished:

Office of the Undersecretary for Field Operations and Environment

Republic of the Philippines
Department of Natural Resources
OFFICE OF THE SECRETARY
Diliman, Quezon City

MINING WASTE DISPOSAL AREA LEASE AGREEMENT
NO. 1

of

MARCOPPER MINING CORPORATION
(Lessee)

Sta. Cruz, Marinduque
(Location of Area)

This Mining Waste Disposal Area Lease Agreement, made and entered into by and between the Secretary of Natural Resources, for and in behalf of the Republic of the Philippines, hereinafter called the LESSOR and Marcopper Mining Corporation represented by a domestic corporation duly organized and existing under the laws of the Republic of the Philippines and duly licensed to transact business therein with postal address at 6th Floor, V. Madrigal Building, Ayala Avenue, Makati, Rizal hereinafter called the LESSEE.

W I T N E S S E T H

That the LESSOR, as Secretary of Natural Resources, acting under the authority of Presidential Decree No. 705, otherwise known as the Revised Forestry Code of the Philippines, hereby leases to the LESSEE 309.0 hectares of public forest land (swamp land) for Mining Waste Disposal Area for a period of Twenty Five (25) years to expire on December 31, 2000, and may be renewed for another 25 years, compatible with Lessee's corporation charter, which is located in the Barrios of Ipil, Bathala and Botilao, Municipality of Sta. Cruz, Province of Marinduque, Philippines, the description and boundaries of which are shown in the attached sketch which forms a part of this lease agreement, marked Annex "A".

TERMS AND CONDITIONS

I. This lease agreement is subject to the Forest Laws, Forestry Administrative Orders and Regulations, promulgated or which may be promulgated thereunder to the following terms and conditions;

II. The LESSEE agrees to construct on the land covered by this agreement such buildings and/or infrastructures and accessories pertinent to the operation or purposes for which this lease is granted, which is for the disposal of mining wastes and tailings;

MARCOPPER MINING CORPORATION

(Lessee)

BY:

JOSE J. LEIDO, JR., Secretary of Natural Resources

JOSE J. LEIDO, JR., Secretary of Natural Resources

(Lessor)

JOSE A. JANOLO
ACTING ASSISTANT SECRETARY

GARTH S. JONES
Executive Vice President

Witnesses:

Atty. Gen. [Signature]
Atty. [Signature]
Atty. [Signature]

Witnesses:

4-2-76

MARCOPPER MINING CORPORATION

BY _____ OF THE SECRETARY:

JOSE J. LEIDO, JR.
Secretary of Natural Resources
(Lessor)

Witnesses: *Original signed*
Hei piber
Original signed
Hei piber

(Lessee)

By:

Original signed
A. JANOLO
ACTING ASSISTANT SECRETARY

GARRETT S. JONES
Executive Vice President
Witnesses: *Original signed*
Hei piber

III. The area leased herein is a public forest land (swamp land) to the best knowledge and belief of the parties herein, and accordingly, the LESSOR shall not be responsible for any loss suffered by the LESSEE in case the land is declared private property of another or otherwise reduced, modified, amended or cancelled as a result of prior and existing valid private claims or interest therein;

IV. Pursuant to the provisions of Forestry Administrative Order No. 10, dated October 17, 1975, an annual fee of One Pesos (P1.00) per hectare or P309.00 in this case, shall be collected from the LESSEE, as permit fee for the disposal of mine tailings waste. The annual rental shall be at the rate of Five Pesos (P5.00) per hectare or fraction thereof or P1,545.00 in this case; PROVIDED that this rental charge shall be good only until such time as the land and its improvements shall have been appraised or reappraised by the Director, Bureau of Forest Development, in which case the annual rental shall thereafter be based on not less than 3% and 1% of the appraised or reappraised value of the land and improvements introduced thereon, respectively;

V. The annual rental shall be paid by the LESSEE without waiting for any call therefore, on or before the first day of January of each year after the execution and during the continuance of this lease agreement. Failure to pay the rentals and surcharges within one year after the regular rental had become due and payable shall be sufficient reason for the cancellation of this lease agreement;

VI. No refund shall be made of the annual rental covered by this lease agreement due to its cancellation before its expiration;

VII. As a guaranty for the faithful performance of and/or compliance with the Forest Laws and Regulations and the terms and conditions of the lease agreement and pursuant to the provisions of Forestry Administrative Order No. 10, dated October 17, 1975 the LESSEE has posted a surety bond in the amount of Sixty-Two Thousand and Five Hundred Pesos (P62,500)* ~~under Communication Insurance Co., Inc., Manila~~ and agrees that the said bond, upon the LESSEE'S failure to fulfill all and singular the conditions and requirements herein set forth or made part hereof, be confiscated by the Republic of the Philippines;

VIII. Complete sanitary measures within the lease area should be strictly observed in accordance with the guidelines and terms and conditions set forth under Forestry Administrative Order No. 10, dated October 17, 1975, a copy herewith attached forming part and parcel of this agreement, marked Annex "B";

* AFISCO Insurance Corporation, DIU-G(9) No. 00011 dated March 22, 1976

IX. This lease agreement shall terminate upon the expiration of the Charter of the LESSEE;

X. The LESSEE, upon the expiration or cancellation of this lease, shall not acquire any right by virtue of the said lease or claim reimbursement for the expenses incurred for improvements of whatever kind he may have introduced upon the land;

XI. Upon the cancellation of the lease through fault of the LESSEE, the improvements existing thereon shall revert to, and become the property of the Government. In case the same is granted to another permittee or lessee, such improvements shall be appraised accordingly and the new grantee shall either rent or pay the Government the price thereof;

XII. If the lease is cancelled through the delinquency of the LESSEE the Government may sell the improvements existing on the area leased, if there be any, and the LESSEE shall be entitled to the reimbursement of the proceeds from the sale after deducting the sum due the Government and the expenses incurred in the said sale and in the issuance of the permit or lease;

XIII. Upon the expiration or cancellation of this lease, the LESSEE may at the discretion of the Director, Bureau of Forest Development, or the Secretary of Natural Resources, be allowed to hold the land for a period not exceeding ninety (90) days only for the purpose of removing temporary improvements introduced therein; and

XIV. This agreement is non-transferable and non-negotiable except as provided in the Revised Forestry Code of the Philippines, Presidential Decree No. 705, dated May 19, 1975.

In witness whereof, the parties and witnesses hereunto set their hands in Quezon City, Philippines this ____ day of _____ 1976.

MARCOPPER MINING CORPORATION
(Lessee)

By:

GARTH S. JONES
Executive Vice President

JOSE J. LEIDO, JR.
Secretary of Natural Resources
(Lessor)

Witnesses:

Witnesses:

original - signed
delivered
original - signed
delivered

[Signature]
[Signature]

BY AUTHORITY OF THE SECRETARY.

Original signed

JOSE A. JANOLO
ACTING ASSISTANT SECRETARY

4-2-76

A C K N O W L E D G M E N T

REPUBLIC OF THE PHILIPPINES)
MUNICIPALITY OF MAKATI) S.S.
PROVINCE OF RIZAL)

In the Municipality of Makati,
Province of Rizal, this 19 day of March
1976, before me, a Notary Public
for and in the said Province, personally appeared
Garth S. Jones, Executive Vice President, Marcopper
Mining Corporation, with Residence Certificate No.
A- 0525546, issued at Makati, Rizal on January 14, 1976,
personally known to be the one who executed the foregoing
instrument and who acknowledged to me that the same is
his free act and deed.

This document is a Mining Waste Disposal Area Lease
Agreement No. 1, consisting of five (5) pages and each
page is signed in my presence by the LESEE and his
witnesses and bears my Notarial Seal.

Witness my hand and official seal, on the date and
place first above written.

Teodoro C. Babor, Jr.
Notary Public

My Commission expires on December 31, 1977

PTR No. 5065261

Issued At. Makati, Rizal

On January 21, 1976

Doc. No. 204
Page No. 10
Book No. 10
Series of MC

MARCOPPER MINING CORPORATION

(Lessee)

By:

Garth S. Jones

Executive Vice President

Garth S. Jones

Executive Vice President

Witnesses:

4-2-76

JOSE J. LEIDO JR.

Secretary of Natural Resources

(Lessor)

Jose A. Janolo

Acting Assistant Secretary

Witnesses:

Jose A. Janolo

In Quezon City, this day of 19 .

This document is a Mining Waste Disposal Area Lease Agreement covering four (4) parcels of public forest land, consisting of five (5) pages and each page is signed by the LESSOR and his witnesses and bears my notarial Seal.

Witness my hand and official seal, on the date and
place first above written.

FLORENCIO F. LANDICHO
Notary Public

My Commission Expires December

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Page No. 17
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Series of 100

MARCOPPER MINING CORPORATION

By:

22

JOSE A. JANOLO
ACTING ASSISTANT SECRETARY

4-2-76

Secretary of Natural Resources

(Lessor)

Messages:

(Treasurer)
 Ben Bond Agent
 Eliza Bond
 Ben Bond Agent
 Eliza Bond



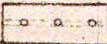


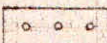
CALANCAN BAY

Barrio Ipil & Botilao
Municipality of Sta. Cruz
Province of Marinduque
Containing an Area of 16.5 Has.

SCALE 1:100,000

T.L. BLOCK-K

LEGEND

-  Swamp
-  Survey line
-  Pipe line
-  N.C.F.
-  Road
-  Tunnel

H FZ-1

T.L. BLOCK-N
COM. FOREST OF
STA. CRUZ, MARINDUQUE

TECHNICAL DESCRIPTION

From A-B (TUNNEL)

THE POINT: Cor. 1 is identical to F.Z. Cor.3
T.L. Block-"O", Proj. 5

Lines	Bearings	Distances	Descriptions of Corners
1-2	N. 5 E.	200 M.	Banaba 40 PM
2-3	N. 15 E.	200 M.	Stake
3-4	N. 15 E.	200 M.	Stake
4-5	N. 15 E.	250 M.	Stake

From C-D (PIPE LINE)

THE POINT: Cor. 1 is identical to F.Z. Cor.3
T.L. Block-"O", Proj. 5

1-2	N. 1 W.	140 M.	White Luan 40 PM
2-3	N. 55 E.	200 M.	Stake
3-4	N. 5 E.	200 M.	Stake
4-5	N. 55 W.	200 M.	Banaba 20 PM
5-6	N. 55 W.	200 M.	Stake
6-7	N. 55 W.	200 M.	Stake
7-8	N. 55 W.	150 M.	Tangili 60 PM

From E-F (Road)

THE POINT: Cor. 1 is N. 60 E. 120 M. from F.Z. Cor. 16 of
T.L. Block-"O", Proj. 5

From G-H (Road)

THE POINT: Cor. 1 is identical to F.Z. Cor. 11,
T.L. Block-"N", Proj. 5

Lines	Bearings	Distances	Descriptions of Corners
1-2	S. 23 E.	150 M.	N. Lanan 50 PM
2-3	S. 23 E.	150 M.	Banaba 30 PM
3-4	N. 27 E.	250 M.	Malakma 40 PM
4-5	N. 83 E.	200 M.	Tamayan 30 PM
5-6	N. 83 E.	200 M.	Malakma 20 PM

From I-J (Road)

THE POINT: Cor. 1 is S. 100 W. 250 M. from F.Z. Cor. 1
T.L. Block-"N", Proj. 5

1-2	N. 61 E.	150 M.	Pacuan 10 PM
2-3	N. 61 E.	150 M.	Pacuan 10 PM
3-4	S. 56 E.	150 M.	Pacuan 20 PM
4-5	S. 56 W.	150 M.	Pacuan 20 PM
5-6	N. 74 W.	200 M.	Pacuan 20 PM
6-7	N. 74 W.	200 M.	Pacuan 20 PM
7-8	N. 86 W.	250 M.	Ipi-ipi 20 PM
8-9	N. W.	250 M.	Pacuan 10 PM

Parcel-V

DIKE-I

DIKE-II

Parcel-III

T.L. BLOCK-"O"

Parcel-IV

Republic of the Philippines
Department of Natural Resources
BUREAU OF FOREST DEVELOPMENT
Visayas Avenue, Diliman, Quezon City

RIGHT-OF-WAY LEASE AGREEMENT NO. 2

of

MARCOPPER MINING CORPORATION
Sta. Cruz, Marinduque

This agreement made and entered into by and between the Secretary of Natural Resources for and in behalf of the Republic of the Philippines, PARTY OF THE FIRST PART, and MARCOPPER MINING CORPORATION represented by GARTH S. JONES, a domestic corporation duly organized and existing under the laws of the Republic of the Philippines, and duly licensed to transact business therein, with main offices at the 6th Floor Madrigal Building, Ayala Avenue, Makati, Rizal, PARTY OF THE SECOND PART.

JOSE J. LEIDO, JR.
Secretary of Natural Resources
(Party of the First Part)

Witness: *[Signature]*

WITNESSETH:

That the PARTY OF THE FIRST PART, as Secretary of Natural Resources, acting under the authority of Section 1838 of Art. No. 2711, known as the Revised Administrative Code, as amended, hereby issue to the PARTY OF THE SECOND PART, a Right-of-Way Lease Agreement for a period of twenty-five (25) years to 6/30/2000 which lease may be renewed for another period of twenty-five (25) years at the option of the PARTY OF THE FIRST PART, on five (5) parcels of public forest land, located in the Barrios of Ipil and Botilao, Municipality of Sta. Cruz, Province of Marinduque, Philippines, the description and boundaries of which are shown in the attached sketch which form part of this lease agreement.

MARCOPPER MINING CORPORATION

By:

GARTH S. JONES
Executive Vice President
(Party of the Second Part)

Witness: *[Signature]*

"Parcel I - (A-B and C-D - Tunnel or Pipeline)" - Strip of

public forest land 20 meters wide lying 10 meters on each side of the center line and 1,940 meters long, containing an area of 38,800 square meters or 3.88 hectares;

Parcel II - (E-F) - (Roadway) - A strip of public forest land 20 meters wide lying 10 meters on each side of the center-line and 1,475 meters long containing 29,500 square meters or 2.95 hectares;

Parcel III - (G-H) - (Roadway) - A strip of public forest land 20 meters wide lying 10 meters on each side of the center line and 1,560 meters long containing 19,000 square meters or 1.9 hectares;

Parcel IV - (I-J) - (Roadway) - A strip of public forest land 20 meters wide lying 10 meters on each side of the center line and 1,420 meters long containing 28,400 square meters or 2.84 hectares.

Parcel V - (Right-of-Way for Dike I and Dike II) - 250 meters by 200 meters or 5.0 hectares.

Or a total length of 5,785 meters by 20 meters containing 115,700 square meters or 11.57 hectares; and Dike I and Dike II, 250 meters by 200 meters or 5.0 hectares making a total of 16.57 hectares.

This lease agreement is granted to the PARTY OF THE SECOND PART under the following conditions;

- I. That this lease agreement limits in no way the right of the government to impose such terms as it may deem necessary for the use of the area and the collection of charges for such purpose.
- II. That the decision of the PARTY OF THE FIRST PART as to the exact location and boundaries of the area covered by this lease agreement shall be final.

JOSE J. LEIDO, JR.
Secretary of Natural Resources
(Party of the First Part)
Witness: *[Signature]*

MARCOPPER MINING CORPORATION

By:

[Signature]
GARTH S. JONES
Executive Vice President
(Party of the Second Part)
Witness: *[Signature]*

III. That, if after the Bureau of Forest Development has located, surveyed, marked, and sketched the said land and the PARTY OF THE SECOND PART does not agree with the area resulting from the survey, he may seek at any time that an exact plan be made at his expense or by the Bureau of Lands.

JOSE J. LEIDO, JR.
Secretary of Natural Resources
(Party of the First Part)

Witness: 

IV. That the area leased is a public forest land to the best knowledge and belief of the PARTY OF THE FIRST PART and accordingly, he shall not be responsible for any loss occasioned by the legal award of said area to any claimant recognized by the courts subsequent to the granting of this lease agreement.

V. That the PARTY OF THE FIRST PART does not bind himself to pay any damage which the herein PARTY OF THE SECOND PART may sustain in the event this lease is revoked any time hereafter, nor does he bind himself to pay for any damage which other persons may sustain by the operation on the said property.

VI. That this lease agreement does not authorize the PARTY OF THE SECOND PART to interfere with any prior claim by settlement or occupation within the area herein granted until the consent of the occupant or settler is first had and obtained or until such claim shall have been legally extinguished.

VII. That the lease herein granted shall be confined in the parcel of land above described and no other parcel of public forest land shall be utilized by the herein PARTY OF THE SECOND PART without securing therefor the permission of the PARTY OF THE FIRST PART.

VIII. That any fence which may be put up on or around the area covered by this lease agreement shall be so constructed as

MARCOPPER MINING CORPORATION

By:

GARTH S. JONES
Executive Vice President
(Party of the Second Part)

Witness: 

not to interfere with or impede the use by the public of any public trail crossing or adjoining the area.

IX. That without expressed permission of the Bureau of Forest Development, no forest growth shall be removed from a strip twenty (20) meters wide along the banks of rivers or streams bordering or passing through the area and from the steep and erodible portions of the area herein granted for protection and conservation of soil and water.

That, on or before the first day of July of every year after the execution and during the continuance of this lease agreement, the PARTY OF THE SECOND PART shall pay to the PARTY OF THE FIRST PART the sum of ONE HUNDRED AND SEVENTY PESOS (₱170.00) as annual rental at the rate of TEN PESOS (₱10.00) per hectare or fraction thereof, until such time as the land and its improvements shall have been appraised by the PARTY OF THE FIRST PART, in which case, such appraisal shall be used as the basis of the rental charges. The rate shall last for a period of three (3) years from and after the date of appraisal, after which time the land under lease and its improvements will be reappraised by the PARTY OF THE FIRST PART.

As guarantee for the faithful performance of the conditions of this agreement, the PARTY OF THE SECOND PART furnished or deposited a cash bond in the amount of THREE HUNDRED AND FORTY PESOS (₱340.00).

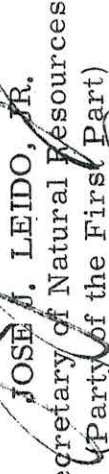
MARCOPPER MINING CORPORATION

By:


GARTH S. JONES
Executive Vice President
(Party of the Second Part)

Witness:




JOSE J. LEIDO, JR.
Secretary of Natural Resources
(Party of the First Part)

Witness:

X.

XI. Failure to pay the annual rental or portion thereof without justifiable cause on or before July 30 of every year after the execution and during the continuance of this lease agreement, shall subject the PARTY OF THE SECOND PART to a surcharge based on the amount of the original rental according to the following schedule:

July 1	to	September 30	- 10%
October 1	to	December 31	- 15%
January 1	to	March 31	- 20%
April 1	to	June 30	- 25%
After one year			- 100%

Failure to pay without justifiable cause the rental and surcharges within ninety (90) days after the regular charges have been due and payable shall be sufficient reason for the cancellation of this lease agreement without prejudice to any action the government may take to recover the rentals due.

XII. That absolutely no refund shall be made of the annual rental corresponding to such period of the year as is covered by this lease agreement due to its cancellation before its expiration either through the request on the part of the PARTY OF THE SECOND PART or for violation of any of the terms of this lease agreement.

XIII. That the PARTY OF THE SECOND PART shall adopt necessary precautions to protect springs and streams within the area herein granted. Other strips or blocks

JOSE J. LEIDO, JR.
Secretary of Natural Resources
(Party of the First Part)
Witness: *[Signature]*

MARCOPPER MINING CORPORATION

By:

[Signature]
GARTHES JONES
(Executive Vice President
(Party of the Second Part))

Witness: *[Signature]*

of forests for soil and water protection and for wind-breaks shall be conserved and reserved.

XIV. That before commencing operation in the said forest land, the PARTY OF THE SECOND PART shall notify the PARTY OF THE FIRST PART, the District Forester, Sta. Cruz, Marinduque, of the name, residence, certificate number, and residence of the men in charge who will actually attend to the operation in the area leased.

XV. That the PARTY OF THE SECOND PART should report to the PARTY OF THE FIRST PART or to the nearest Forest or Constabulary officers of any violation of the provisions of the GAME AND FISH LAWS and such regulations, orders and instructions pertinent thereto which may be committed by any person within the area covered by this lease agreement or areas adjacent thereto.

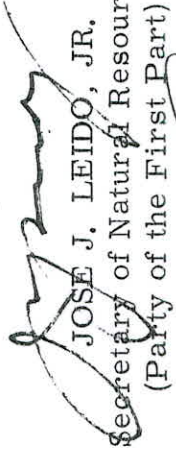

XVI. That the PARTY OF THE FIRST PART reserves the right to amend, suspend, revoke or cancel this lease agreement issued to the PARTY OF THE SECOND PART at any time when public interests so require and to impose such additional conditions as the said PARTY OF THE FIRST PART may deem convenient and necessary.

XVII. That the PARTY OF THE SECOND PART shall cooperate with the Bureau of Forest Development in the protection and conservation of the forest in the area and/or adjacent area.

JOSE J. LEIDO, JR.
Secretary of Natural Resources
(Party of the First Part)
Witness: *[Signature]*

MARCOPPER MINING CORPORATION
By: *[Signature]*
GARTH S. JONES
Executive Vice President
(Party of the Second Part)
Witness: *[Signature]*

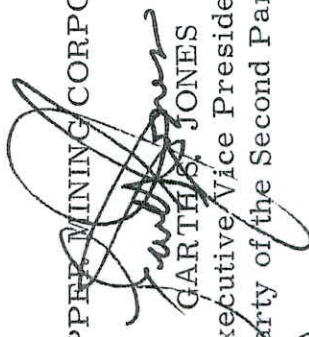
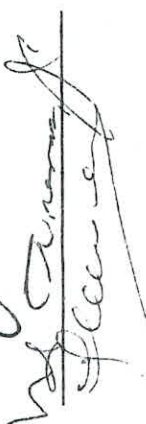
XVIII. That no caingin shall be made by the PARTY OF THE SECOND PART in the area granted under this lease agreement or adjacent areas without first securing the permission of the PARTY OF THE FIRST PART.


JOSE J. LEIDO, JR.
Secretary of Natural Resources
(Party of the First Part)
Witness: 

XIX.

That the said PARTY OF THE SECOND PART further agrees and obligates himself:

- (a) To comply with Forest Law, as amended, Forestry Administrative Orders, and the instructions of the Bureau of Forest Development issued from time to time governing the protection of the forest and the proper use and care of the range.
- (b) That, if the said PARTY OF THE SECOND PART does not utilize the area leased herein and comply with the terms and spirit thereof within six (6) months from the date of its execution, then this lease agreement may be declared null and void by the PARTY OF THE FIRST PART.
- (c) To do all in his power to prevent and suppress fires on the area under this lease agreement or other areas adjacent thereto and to place his agents and employees at the disposal of forest officers when required for the purpose of fighting or preventing forest fires.
- (d) That in the event of violation by the PARTY OF THE SECOND PART, or his authorized agents, of any of the provisions of the Forest Law, as amended, Forestry Administrative Orders, or other laws or

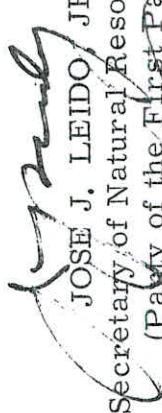

MARCOPPER MINING CORPORATION
By: 
GARTH S. JONES
Executive Vice President
(Party of the Second Part)
Witness: 

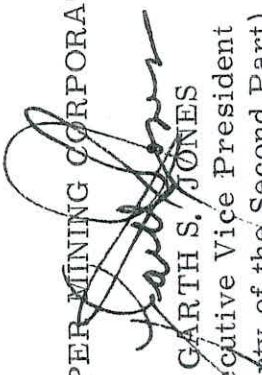

regulations or instructions now or hereafter in force governing the protection of the forest or the area leased or of the terms of this lease agreement; and in the event that after due warning by the PARTY OF THE FIRST PART to the PARTY OF THE SECOND PART, the latter fails within a reasonable time, which time shall not exceed three months, to stop the violation referred to; or, in the event that the PARTY OF THE SECOND PART, or his agents or other persons operating under this lease agreement, commit an act tending to influence a forest officer, or to induce him directly or indirectly to violate existing laws and/or regulations, then this lease agreement may be declared null and void by the PARTY OF THE FIRST PART.

This lease agreement is non-transferable and non-negotiable and shall terminate upon the date specified below.

That upon the termination of this lease agreement, or upon its cancellation for infraction of its terms, all unremoved permanent improvements on the area shall pass to the ownership of the Republic of the Philippines, without any obligation on the part of the said Republic of the Philippines to indemnify the holder of this lease therefor.

XXII. This lease agreement supersedes Right-of-Way Permit No. 508 originally issued to the lessee on May 7, 1974.


JOSE J. LEIDO, JR.
Secretary of Natural Resources
(Party of the First Part)
Witness: 

MARCOPPER MINING CORPORATION
By: 
GARTH S. JONES
Executive Vice President
(Party of the Second Part)
Witness: 

IN WITNESS WHEREOF, the PARTY OF THE FIRST
PART hereunto set his hand in Quezon City, Philippines,
this 15 JUL 1975 day of _____ 1975.

JOSE J. LEIDO, JR.
Secretary of Natural Resources
(Party of the First Part)

MARCOPPER MINING
CORPORATION
(PARTY OF THE
SECOND PART)

GARTH S. JONES
Executive Vice President

For and in behalf of the
Republic of the Philippines
(PARTY OF THE FIRST PART)

JOSE J. LEIDO, JR.
Secretary of Natural Resources

Recommended By:

JOSE VIADO
Acting Director
Bureau of Forest Development

SIGNED IN THE PRESENCE OF:

MARCOPPER MINING CORPORATION

GARTH S. JONES
Executive Vice President
(Party of the Second Part)

ACKNOWLEDGMENTS
(REPUBLIC OF THE PHILIPPINES)
QUEZON CITY

: S. S.
)

On 15 JUL 1975 and in the place above written,
before me a Notary Public in and for Quezon City, personally
appeared JOSE J. LEIDO, JR., with Residence Certificate
No. A 5651070, issued at DALAYAN, CAGAYAN on
MARCH 13 1975, to me known and known to me to
be the same person who signed and executed the foregoing
Right-of-Way Lease Agreement and acknowledged to me that
the same was executed by him as his free act and deed and
in his capacity as Secretary of Natural Resources, and in
behalf of the Republic of the Philippines, for purposes therein
named.

This instrument refers to a lease of five (5) parcels of public forest land located in the Barrios of Ipil and Botilao, Municipality of Sta. Cruz, Province of Marinduque and consists of ten (10) pages, including this page, and was signed by the parties and their witnesses and sealed by me with my official seal on the left-hand margin of each and every page thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and in the place above mentioned.

JOSE J. LEIDO, JR.
Secretary of Natural Resources
(Party of the First Part)

Witness: [Signature]

[Signature]
NOTARY PUBLIC

Until December 31, 1976
PTR No. _____ issued at

Doc. No. 1280
Page No. 57
Book No. 1
Series of 1975.

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF RIZAL : S. S.
MUNICIPALITY OF MAKATI)

On April 22, 1975 and in the place above written, before me a Notary Public in and for Makati, Rizal, personally appeared Marcopper Mining Corporation represented by GARTH S. JONES with Residence Certificate No. A-7214347 issued on January 7, 1975, at Makati, Rizal personally known to me and to me known to be the same person who signed and executed the foregoing Right-of-Way Lease Agreement and acknowledged to me that the same was executed by him as his free act and deed and in his capacity as Executive Vice President and in behalf of Marcopper Mining Corporation, for purposes therein named.

This instrument refers to a lease of five (5) parcels of public forest land located in the Barrios of Ipil and Botilao, Municipality of Sta. Cruz, Province of Marinduque and consists of ten (10) pages, including this page, and was signed by the parties and their witnesses and sealed by me with my official seal on the left-hand margin of each and every page thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and in the place above mentioned.

MARCOPPER MINING CORPORATION

By:

GARTH S. JONES
Executive Vice President
(Party of the Second Part)

Witness: [Signature]

[Signature]
NOTARY PUBLIC

Until December 31, 1975
PTR No. 0386135
Makati, Rizal, Philippines
January 10, 1976

Doc. No. 180
Page No. 17
Book No. 1
Series of 1975.

(170)

Lease Agreement No. 2
MARGOPPER MINING CORPORATION

Located at:
 1000 10th St. N.
 Minneapolis, Minn. 55401
 Phone: 621-1111

LEGEND

- | | |
|---|-------------|
|  | Swamp |
|  | Sandy field |
|  | Pipe pile |
|  | Silt |
|  | Mud |
|  | Turbid |

THE BLACK-N
CON FORT OF
STA LITE MICHON

1875

Time	Lat	Long	Alt	Wind	Temp	Hum	Clouds	Vis	Remarks
0000	10 10 N	155 00 E	1000	10 K	25.0	85	100	10	Clear
0100	10 10 N	155 00 E	1000	10 K	25.0	85	100	10	Clear
0200	10 10 N	155 00 E	1000	10 K	25.0	85	100	10	Clear
0300	10 10 N	155 00 E	1000	10 K	25.0	85	100	10	Clear
0400	10 10 N	155 00 E	1000	10 K	25.0	85	100	10	Clear
0500	10 10 N	155 00 E	1000	10 K	25.0	85	100	10	Clear
0600	10 10 N	155 00 E	1000	10 K	25.0	85	100	10	Clear
0700	10 10 N	155 00 E	1000	10 K	25.0	85	100	10	Clear
0800	10 10 N	155 00 E	1000	10 K	25.0	85	100	10	Clear
0900	10 10 N	155 00 E	1000	10 K	25.0	85	100	10	Clear
1000	10 10 N	155 00 E	1000	10 K	25.0	85	100	10	Clear
1100	10 10 N	155 00 E	1000	10 K	25.0	85	100	10	Clear
1200	10 10 N	155 00 E	1000	10 K	25.0	85	100	10	Clear
1300	10 10 N	155 00 E	1000	10 K	25.0	85	100	10	Clear
1400	10 10 N	155 00 E	1000	10 K	25.0	85	100	10	Clear
1500	10 10 N	155 00 E	1000	10 K	25.0	85	100	10	Clear
1600	10 10 N	155 00 E	1000	10 K	25.0	85	100	10	Clear
1700	10 10 N	155 00 E	1000	10 K	25.0	85	100	10	Clear
1800	10 10 N	155 00 E	1000	10 K	25.0	85	100	10	Clear
1900	10 10 N	155 00 E	1000	10 K	25.0	85	100	10	Clear
2000	10 10 N	155 00 E	1000	10 K	25.0	85	100	10	Clear
2100	10 10 N	155 00 E	1000	10 K	25.0	85	100	10	Clear
2200	10 10 N	155 00 E	1000	10 K	25.0	85	100	10	Clear
2300	10 10 N	155 00 E	1000	10 K	25.0	85	100	10	Clear

2000

ALUMINUM CORPORATION

NATIONAL UNION CORPORATION
 23
 J. L. Jones
 JAMES L. JONES
 President of the Corporation
 (Vol. 25, Second Part)
 W. L. Jones
 W. L. Jones

2147552664 | C-1499 |

Sender Maria Lourdes G. Ferrer
 Address R4B
 SUBJECT Memo dtd Nov. 18, 2021 REquest for Copies of OLP Permit issued in Feb. 1968, and converted other Lawful Purposes Lease Agreement (OLPLA) (Bodega and Port Facilities) and its attachments, issued to Marcopper Mining Corp. (MMC) covering 17.655 has. in Brgy. Balogo, Sta Cruz, Marinduque

Addressee (s) Office of the Director
 cc Addressee

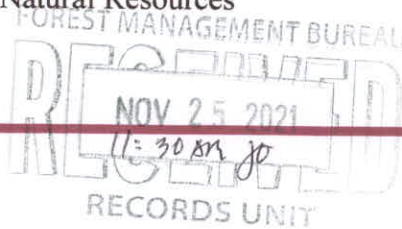
ROUTING SLIP				
FROM	DATE/TIME RECEIVE	FOR/TO	TIME RELEASE	ACCEPTANCE REMARKS/ACTION REMARKS
Records	11/25/2021 11:30 am	OD for. Eddie 11/26/21 ARMO FLUES Luis	 11/29 11/29	for consideration & further action pls. Thanks. <i>MGL</i> for evaluation & approval action. <i>Thats</i> for a/c ph. in <i>ay</i>

FOREST MANAGEMENT BUREAU
RECEIVED
 NAME: *JE*
 DATE: *Nov 29 2021*
 TIME: *11:21 Am*
 FOREST RESOURCES MANAGEMENT DIVISION

dated 12/1/2021



Republic of the Philippines
Department of Environment and Natural Resources
MIMAROPA Region



NOV 16 2021

MEMORANDUM

FOR : The Assistant Secretary for Policy, Planning, and Foreign Assisted and Special Projects, and Director, Forest Management Bureau, in concurrent capacity

FROM : The Regional Executive Director

SUBJECT : **REQUEST FOR COPIES OF OLP PERMIT ISSUED IN FEBRUARY 1968, AND CONVERTED OTHER LAWFUL PURPOSES LEASE AGREEMENT (OLPLA) (BODEGA AND PORT FACILITIES) AND ITS ATTACHMENTS, ISSUED TO MARCOPPER MINING CORPORATION (MMC) COVERING 17.655 HECTARES IN BARANGAY BALOGO, STA. CRUZ, MARINDUQUE**

This refers to the attached Memorandum dated March 02, 2020 of then FMB Director Lourdes C. Wagan regarding the original OLP Permit, and converted OLPLA issued to MMC.

Please be informed that in an online meeting conducted on October 28, 2021, the undersigned, together with Assistant Regional Director for Technical Services Vicente B. Tuddao, Jr., PENR Officer Imelda M. Diaz, Chief, Legal Division Atty. Gandhi G. Flores, and the provincial local government of Marinduque led by Provincial Governor Presbitero J. Velasco, Jr., and municipal local government of Sta. Cruz led by Mayor Antonio L. Uy, Jr., agreed that copies of MMC's original OLP Permit, and converted OLPLA, including its attachments and sketch map, be requested from the FMB.

In this regard, we are requesting for copies of the original OLP Permit, and the converted OLPLA including its attachments and sketch map, to be used as reference in further actions to be taken by this office.

For consideration.


MARIA LOURDES G. FERRER, CESO III

Copy furnished:

The Governor, Provincial Government Of Marinduque
(marinduqueprovincialgovt@gmail.com)
(governorpresby@gmail.com)

The Honorable Speaker, House Of Representatives

The DILG Provincial Director, Marinduque
(marinduque.dilg.po@gmail.com)

Hon. Antonio L. Uy Jr.
Municipal Mayor, Sta. Cruz, Marinduque
(municipalityofsantacruz@yahoo.com)

The Undersecretary For Field Operations and Environment

PENRO Marinduque



Department of Environment
and Natural Resources
MIMAROPA Region



Doc ID: 71611

2147552664

ARD-MS/LD

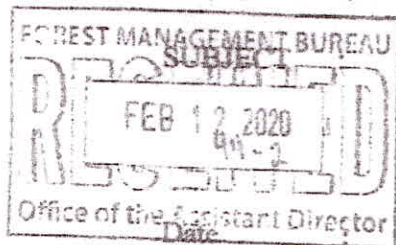


MEMORANDUM

FOR : The Regional Executive Director
DENR Region IV-B, MIMAROPA
1515 L&S Bldg., Roxas Boulevard,
Ermita, Metro Manila

THRU : The OIC-PENR Officer
Marinduque

FROM : The OIC Director



SUBJECT: REQUEST FOR STATUS OF OLPLA NO.2 (BODEGA AND PORT FACILITIES) OF MARCOPPER MINING CORPORATION COVERING 17.655 HECTARES IN BALOGO, STA. CRUZ, MARINDUQUE

This refers to the memorandum of the PENRO of Marinduque dated November 27, 2019 addressed to the Director of FMB requesting for the status of **Other Lawful Purposes Lease Agreement (OLPLA)** for Bodega and Port Facilities FMB No. 2 issued to Marcopper Mining Corporation (MMC) covering 17.655 hectares in Barangay Balogo, Sta. Cruz, Marinduque.

In reference to the said request available documents from this Office regarding the above-mentioned OLPLA were reviewed and disclosed the following:

- MMC was issued an OLP (Bodega and Port Facilities) Permit on February 1968 with duration of one year. Upon its expiry one year after, said permit was converted to OLPLA with a duration of 25 years to expire on June 30, 1994;
- Prior to the expiration of the subject OLPLA, the holder applied for renewal on September 09, 1993. Renewal application was endorsed by the Director of FMB per Memorandum dated January 15, 1996 together with the draft OLPLA (signed by the applicant and notarized) for the approval of then DENR Secretary Victor O. Ramos;
- While the OLPA is in process MMC paid the annual rentals for CY 1996 and 1997 as evidenced by copies order of payments and receipts;
- Letter dated June 21, 2000 addressed to MMC from the FMB Director requesting for the payment of annual rentals and arrears for CY 1998, 1999 and 2000 in the amount of P2, 362,983.22. However, there is no available document from this office to show that MMC paid the said amount.

Letter dated January 23, 1997 from T. C. Gabor of MMC informing the FMB that the corporation did not receive any copy of the OLPLA duly signed by the DENR Secretary;

- Memorandum dated March 11, 1998 addressed to the Undersecretary for Legal, Legislative Affairs and Attached Agencies from the FMB informing DENR Central Office that the MMC is continuously occupying the area without an approved tenure: and
- The FMB has on file copy of the subject OLPLA but not duly signed by the DENR Secretary, hence deemed disapproved.

Relative thereto, we wish to furnish DENR MIMAROPA Region of the above-mentioned documents for information and reference should there be necessary needed action on the matter.

FOR APPROPRIATE ACTION.


LOURDES C. WAGAN, CESO IV

Copy furnished:

The Undersecretary for Field Operations, Enforcement and Muslim Affairs

