

No. 5144

**UNITED STATES OF AMERICA
and
PHILIPPINES**

Exchange of notes (with annex) constituting an agreement concerning relinquishment of the community of Olongapo and certain areas adjacent thereto. Manila, 7 December 1959

Official text: English.

Registered by the United States of America on 20 May 1960.

**ÉTATS-UNIS D'AMÉRIQUE
et
PHILIPPINES**

Échange de notes (avec annexe) constituant un accord concernant l'abandon de la commune d'Olongapo et de certaines parcelles attenantes. Manille, 7 décembre 1959

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 20 mai 1960.

No. 5144. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND THE PHILIPPINES CONCERNING RELINQUISHMENT OF THE COMMUNITY OF OLONGAPO AND CERTAIN AREAS ADJACENT THERETO. MANILA, 7 DECEMBER 1959

I

The American Chargé d'Affaires ad interim to the Philippine Secretary of Foreign Affairs

No. 606

Manila, December 7, 1959

Excellency :

I have the honor to refer to Part I of the Memorandum of Agreement signed by Your Excellency and Ambassador Bohlen on August 14, 1959² and the recent discussions between representatives of our two governments concerning relinquishment of the community of Olongapo and certain areas adjacent thereto which are now located within the United States Naval Base, Subic Bay.

I have been advised that the agreed report of recommendations of the Philippine-United States Olongapo Committee have been accepted by my Government as terms for the relinquishment and is appended hereto as an annex.³ In accordance with the aforesaid report and in implementation of Part I of the Memorandum of Agreement of August 14, 1959, my Government hereby relinquishes to the Philippine Government the entire area north of the northern boundary line of the Naval Base as delineated in red on the map designated Map No. 4 in the Memorandum of Agreement and specifically described in the document dated September 27, 1959⁴ appended to that map. The exact metes and bounds of this boundary line will be those determined by the Metes and Bounds Committee of the Mutual Defense Board. It is understood that the United States Government will transfer to the Philippine Government at the earliest possible date title to any items of property listed in the aforesaid agreed report to which title cannot be transferred today. In the interim, the Philippine Government shall have the use of such items of property.

It is further understood that the Philippine Government will hold the United States Government harmless from any claims which may arise from the

¹ Came into force on 7 December 1959 by the exchange of the said notes.

² Not printed by the Department of State of the United States of America.

³ See p. 230 of this volume.

⁴ See p. 246 of this volume.

use by others than the United States of the areas released today, except for those meritorious claims paid by the United States.

If the foregoing is acceptable to your Government, I have the honor to propose that this note with its annex and Your Excellency's reply thereto indicating such acceptance shall constitute the agreement of our two Governments with respect to relinquishment of the community of Olongapo and adjacent areas to the Philippine Government.

Accept, Excellency, renewed assurances of my highest consideration.

George M. ABBOTT
Chargé d'Affaires ad interim

His Excellency Felixberto M. Serrano
Secretary of Foreign Affairs
for the Republic of the Philippines

A N N E X

AGREED REPORT OF RECOMMENDATIONS PHILIPPINE-UNITED STATES OLONGAPO COMMITTEE

1. The Olongapo Committee met in the conference room at the headquarters of the Commander United States Naval Base, Subic Bay, at 10:40 a.m., 21 October 1959.
2. The Co-Chairmen introduced their respective members and technical advisors as follows :

United States

Rear Admiral Arthur F. Spring, USN,
Commander United States Naval Base,
Subic Bay, Co-Chairman
Captain Francis B. Grubb, SC, USN,
Commanding Officer, Naval Supply
Depot, Subic Bay, Member

Captain Charles LaFarge, SC, USN,
Staff, Commander United States Naval
Forces, Philippines, Member

Captain Charles T. Cole, USN, Staff,
Commander United States Naval Forces,
Philippines, Member

Republic of the Philippines

Minister Juan M. Arreglado, Department
of Foreign Affairs Co-Chairman

Governor Manuel D. Barretto, Zambales,
Member

Deputy Governor James L. Gordon,
Zambales, Member

Vicente A. Garcia, Highway District
Engineer, Zambales, Member

Captain Emory C. Smith, USN, Staff, Commander United States Naval Forces, Philippines, Technical Advisor	Commander Iluminado Columna, PN, Member
Captain Daniel Flynn, USN, Staff, Com- mander United States Naval Base, Subic Bay, Technical Advisor	Mayor Cecilio Panaligan, Subic City, Member
Captain William M. Gordon, CEC, USN, Commanding Officer, Public Works Center, Subic Bay, Technical Advisor	Attorney Pacifico A. Castro, Assistant to Minister Arreglado
Commander Franklin G. West, USNR, Staff, Commander United States Naval Base, Subic Bay, Member	Councilor José O. Pacheco, Olongapo, Technical Advisor

3. The Terms of Reference of the Philippine-United States Olongapo Committee were read into the official record (Appendix I).¹

4. The Co-Chairmen agreed to proceed with executive meetings behind closed doors.

5. The Co-Chairmen agreed that there would be a joint press release at such times as may be mutually agreed upon. The Co-Chairmen instructed the members and technical advisors present that they were not to divulge any information concerning the deliberations of the committee.

6. The Philippine Co-Chairman exhibited a chart² entitled "a composite map from 4 sheets of AMS charts, series 8711,³ No. 3064 I, 3064 II, 3064 III, and 3064 IV" and initialed by Ambassador Bohlen of the United States and Secretary of Foreign Affairs Serrano of the Republic of the Philippines. (A photostatic copy of the above chart is attached to this report as Appendix II).² He noted for the record that the Terms of Reference of this committee state that the purpose of the committee is to agree jointly upon the necessary administrative arrangements to effect the orderly and efficient transfer of the Community of Olongapo. The American Co-Chairman noted for the record that, at present, the Community of Olongapo has not been established as a separate political subdivision other than as a *barrio* of Subic City and that the exact geographical area comprised in such *barrio* has never been delineated. He further noted that the above chart (Appendix II) does not show any boundary line between the Community of Olongapo and the remaining northern portion of the present United States Naval Base, Subic Bay, which is to be relinquished to the Philippine authorities. Since the separate transfer of the Community of Olongapo without including the above mentioned northern portion of the Naval Base would give rise to serious sociological, economic, jurisdictional and

¹ See p. 244 of this volume.

² This chart (Appendix II), which is a large scale composite map, is not reproduced herein for technical reasons. However, a duly certified copy has been transmitted by the registering party and remains on file with the Secretariat of the United Nations.

³ According to the information provided by the United States of America this figure should read "S711".

related problems, to obviate the need for a separate committee, and to expedite the work of the committee under the Terms of Reference, the Co-Chairmen agreed on the following :

- a. That the Co-Chairmen should recommend that the entire area north of the agreed northern boundary line of the United States Naval Base, Subic Bay, shown in Appendix II, as delineated with a red line on the chart and specifically described in the document appended to such chart dated 27 September 1959,¹ should be relinquished to the Philippine authorities simultaneously with the transfer of the Community of Olongapo.
 - b. The Co-Chairmen agreed to recommend that the waters along Half Moon Beach be open to the public for swimming and other recreational purposes to the extent that such use will not impair the security requirements of the United States Naval authorities. In this connection, it was noted for the record that the problem areas related to navigation, fishing, and other access rights to the waters of Subic Bay are a matter for separate arrangement between the appropriate Philippine and United States authorities.
7. The Co-Chairmen agreed that the delineation of the political subdivision of the Community of Olongapo subsequent to the transfer thereof to the appropriate Philippine authorities shall be the exclusive concern of the Philippine authorities.
8. It is agreed that Commander United States Naval Base, Subic Bay, will turn over to the appropriate Philippine authorities on the date of transfer of the Community of Olongapo a certified list of land and business permit holdings. The Co-Chairmen agreed to recommend that the Philippine Government shall hold harmless the United States Government, its agents or employees, by defending and, if liability is established, satisfying all claims against the United States, its agents or employees, that may arise after turnover in connection with any and all types of permits issued by the United States Navy. It is further understood that any claims against the United States Government, its agents or employees, arising or existing prior to the date of the transfer shall not be the responsibility of the Philippine Government.
9. The Co-Chairmen agreed that, on the date of transfer, the United States Navy will turn over to the appropriate Philippine authorities a certified copy of the closing statement of the account of the Olongapo Community Fund, together with a copy of all financial records pertaining thereto, including books and accounts as required.
10. The Co-Chairmen agreed that all items carried in the Plant Account of the community on the date of transfer will be turned over to the appropriate Philippine authorities. The list of items carried in Class I and Class II of the Plant Account on 22 October 1959 is attached hereto as Appendix III.¹ It was further agreed that all items of Class III equipment and consummables under the cognizance of the Administrative Officer of Olongapo and utilized in the Community of Olongapo on the date of transfer will be turned over to the appropriate Philippine authorities. A general description of the principal items of equipment in this category is set forth in Appendix IV.² On the date of transfer, a copy of all

¹ See p. 246 of this volume.

² See p. 250 of this volume.

available records pertaining to the foregoing classes of materials will be turned over to the appropriate Philippine authorities.

11. The Co-Chairmen agreed that the United States Navy will provide to the Community of Olongapo on the date of turnover two pieces of fire apparatus fully operational and in condition to carry out their intended purposes. The Co-Chairmen agreed that the United States Navy will provide advice, assistance, and training in fire-fighting to the degree considered practicable by Commander Naval Base to members of the organized fire department of Olongapo. The United States Navy will provide fire-fighting service to the Community of Olongapo on a special-request basis in accordance with an arrangement to be drafted at the local level between the Commander Naval Base, Subic Bay, and the appropriate municipal officials of Olongapo.

12. The Co-Chairmen agreed that the ice manufacturing plant located at the Olongapo Public Market will be transferred on an "as-is" basis. A detailed description of this plant is set forth in Appendix V.¹

13. The Co-Chairmen agreed to the transfer of the installed and operating water system on an "as-is" basis on the date of transfer of the Community of Olongapo. The water system is more specifically described in Appendix VI² to this report.

14. The Co-Chairmen agreed to the transfer of the entire telephone system of Olongapo on an "as-is" basis. This system is described in detail in Appendix VII.³ Provision for the continuation of the trunk lines connecting the Community of Olongapo to the United States Naval Base switchboard will be the subject of an arrangement under the normal contract procedure for utilities contracts.

15. The Co-Chairmen agreed to the transfer of the existing electrical power facilities in the area to be transferred on an "as-is" basis to include the installed transmission lines, poles, transformers, necessary appurtenances and auxiliary equipment excepting the electrical power and telephone poles, lines, and appurtenances serving the Maquinaya and Manga Beach United States Navy training and recreation areas. This excepted system is more specifically described in Appendix IX.⁴ A more detailed description of the electrical system to be transferred is set forth in Appendix VIII.⁴ The Co-Chairmen further agreed that the United States Navy will furnish to the Community of Olongapo, on a reimbursable basis, electrical power to a maximum peak load of 3,000KW for a period not to exceed three years, or until such date as the Community of Olongapo can provide its own power, whichever shall first occur. The rates for the supply of electrical power will be determined in accordance with United States Navy Instructions governing contract procedure for utilities contracts. The foregoing will not preclude the Philippine authorities from negotiating with the United States Navy authorities for such assistance and cooperation as may be needed in connection with the supply of electrical power in appropriate

¹ See p. 252 of this volume.

² This Appendix comprises two large-scale charts which are not reproduced herein for technical reasons. However, duly certified copies have been transmitted by the registering party and remain on file with the Secretariat of the United Nations. An inventory record is also filed therewith.

³ See p. 252 of this volume.

⁴ This Appendix, which is a large-scale chart, is not reproduced herein for technical reasons. However, a duly certified copy has been transmitted by the registering party and remains on file with the Secretariat of the United Nations. For the description attached to Appendix IX, see p. 254 of this volume.

cases or circumstances. In this agreement for the supply of electrical power, the United States Navy reserves the priority rights to all power generated in its own facilities to meet emergency situations such as equipment failure, sabotage, natural disaster, etc. However, every effort will be made by the United States Navy to supply the full amount of power as agreed herein.

16. The Co-Chairmen agreed that the United States Navy will be granted a right of way (including the right to remove any obstructions within fifty (50) feet of the pole lines) from the United States Naval Base, Subic Bay, to the United States Naval Base training and recreation areas at Maquinaya Beach and Manga Beach through an area specifically described in Appendix IX for the purpose of erecting and maintaining electric power and telephone systems. It is further agreed that the Philippine Government will take measures within its power to provide reasonable security for these systems against sabotage, pilferage, or unlawful interference, and will insure the right of access of United States Naval maintenance, repair, and construction personnel to these systems.

17. The Co-Chairmen agreed that the United States Navy shall have the right to maintain aviation obstruction warning lights and supporting appurtenances now located along the Kalaklan Ridge with right of egress and ingress for the purpose of maintenance thereof. Locations of said lights are specifically shown on Appendix IX. It is further agreed that the Philippine Government will take measures within its power to provide reasonable security for these systems against sabotage, pilferage, or unlawful interference.

18. The Co-Chairmen agreed that all other structures, facilities, and installations belonging to the United States Navy (with the exception of the beacon lights on Kalaklan Ridge described in paragraph 17 and the electrical power system described in paragraph 16) located within the area of the Subic Naval Base to be turned over to the Philippines and not covered by the Olongapo Plant Account, shall be considered for all purposes as included in the transfer of the Community of Olongapo.

19. The Co-Chairmen agreed that, in the interests of preservation of law and order after turnover, the United States Navy will, on the date of turnover, administratively assign to the custody of Chief of the Navy Section, Joint United States Military Advisory Group, Philippines, who will transfer to the Philippine Government under the Military Assistance Program for use by the Community of Olongapo 45 pistols, calibre .45; 2 shotguns; 1 carbine; 1 rifle, calibre .22; and 1 pistol, calibre .22. These weapons will be delivered to the designated Philippine authority in the Community of Olongapo and a receipt for same shall be provided Commander United States Naval Base, Subic Bay, for forwarding to Chief of the Navy Section, Joint United States Military Advisory Group, Philippines.

20. In connection with the transfer of the public utilities and other equipment hereinabove mentioned, the Co-Chairmen agreed that the term "as-is basis" shall mean the condition and location on the date of transfer. However, the Co-Chairmen agreed that,

pending the final turnover, the United States naval authorities shall take all reasonable precautionary measures to insure against possible breakdown, losses, pilferage, and destruction.

21. Recognizing that an orderly and efficient transfer of the Community of Olongapo will require an extended continuity in the day to day working friendships and relationships that now exist between the Olongapo Community and the United States Naval Base, the Co-Chairmen agreed that certain municipal officials will have a need for convenient egress and ingress to and from the Naval Base in order to confer and consult with the base authorities on matters of mutual concern. This need is therefore acknowledged as a matter of principle and for purposes of their identification, the United States Navy authorities may issue to those officials personal identification cards showing their names, official status, and photographs. The issuance of such identification cards shall be without prejudice to the requirements of military security.

22. It is mutually agreed that there shall be close cooperation on a reciprocal basis between the United States Military and United States Naval Police Forces of the United States Armed Forces and the police forces of the Community of Olongapo for the purpose of preserving order and discipline among United States military and naval personnel while in the community.

23. The Philippine Co-Chairman brought to the attention of the committee the need on the part of the local inhabitants to have free passage for ingress and egress on the new drainage canal and Kalaklan River to the bay area. An appropriate arrangement for this purpose consistent with the provisions of paragraph 3 of Article III of the Military Bases Agreement of 1947¹ is therefore deemed necessary. He stated that an expression of the attitude of the United States Navy authorities to this matter will be much appreciated by the Philippine Co-Chairman.

The United States Co-Chairman stated that matters related to fishing, navigation, and movement in the waters of Subic Bay and the tributaries which are within and are contiguous to the Naval Base are beyond the Terms of Reference of the committee and should be determined by the appropriate Philippine and United States Government authorities.

24. In the light of the provisions of paragraph 3 of Article III of the Military Bases Agreement of 1947, the Co-Chairmen agreed to submit the following recommendation :

That the appropriate Philippine and United States Government authorities consider and determine the matter of free passage for ingress and egress of the local inhabitants on the drainage canal and Kalaklan River to the waters of Subic Bay.

25. The Co-Chairmen agreed that the Philippine Government shall hold harmless the United States Government, its agents or employees, by defending and, if liability is established, satisfying all claims that may arise after turnover against the United States, its agents or employees, for any and all injuries, loss, and damage alleged to have been caused by the United States, its agents or employees, by reason of and in connection with the transfer of the Community of Olongapo to the Philippine Government as well as all injuries or damage arising from or incident to the condition, state of repair, or maintenance

¹ United Nations, *Treaty Series*, Vol. 43, p. 271; Vol. 68, p. 272; Vol. 185, p. 334; Vol. 213, p. 370; Vol. 229, p. 282, and Vol. 325, p. 332.

of the land, buildings, or the property transferred by the United States Navy to the Philippine authorities in connection with the transfer of the Community of Olongapo. It is understood that any claims against the United States Government, its agents or employees, arising or existing prior to the date of the transfer shall not be the responsibility of the Philippine Government.

26. The Co-Chairmen recognize that the problem of unauthorized occupants within the Subic Naval Base area is not within the Terms of Reference of this committee. Nevertheless, they have agreed to bring said problem to the attention of competent authorities of both governments for appropriate action and, for that purpose, have attached hereto as Appendix X¹ a memorandum signed by the Co-Chairmen.

27. The Committee adjourned at 6:00 p.m., 23 October 1959.

28. The Co-Chairmen met at 10:00 a.m., 28 October 1959, at the office of the Philippine Co-Chairman, Department of Foreign Affairs, Manila.

29. The Co-Chairmen agreed that, in order to effect an orderly and efficient transfer of the Community of Olongapo to the appropriate Philippine authorities, the Philippine Government will furnish to the Commander United States Naval Base, Subic Bay, prior to the transfer, the name of a single Philippine official empowered to accept responsibility for and receive custody of the land, buildings, and other property to be turned over by the United States Navy to the Philippine Government with appropriate document(s) of authorization certifying that he is empowered to accept custody of the above-mentioned land, buildings, and other property on behalf of the Philippine Government.

30. The United States Co-Chairman noted for the record that the public knowledge of the imminence of transfer of the Community of Olongapo has set into motion certain sociological forces which, from the present until the date of the transfer, will render increasingly difficult the orderly and efficient transfer to the Philippine Government of the Community of Olongapo and the areas contiguous thereto.

With reference to the foregoing paragraph, the Co-Chairmen recommend that the transfer of the Community of Olongapo be treated as a matter of urgency and that the transfer be effected not later than 25 November 1959.

31. The Co-Chairmen adjourned at 2:00 p.m., 28 October 1959.

Juan M. ARREGLADO

Arthur F. SPRING

¹ See p. 254 of this volume.

APPENDIX I

TERMS OF REFERENCE OF THE PHILIPPINE-UNITED STATES OLONGAPO COMMITTEE

1. *Establishment of the Committee*

There is hereby established a special Philippine-United States Committee designated as the Olongapo Committee. Philippine membership thereon shall be responsible to The Secretary of Foreign Affairs; United States membership thereon shall be responsible to the United States Ambassador through the Commander in Chief Pacific Representative Philippines (CINCPACREPPHIL).

2. *Purpose of the Committee*

The purpose of the Committee is to agree jointly upon the necessary administrative arrangements to effect the orderly and efficient transfer of the Community of Olongapo, Zambales, Luzon from the United States Navy to appropriate Philippine authorities.

3. *Membership of the Committee*

a. The Philippine membership shall be as designated by Secretary of Foreign Affairs; the United States membership shall be as designated by CINCPACREPPHIL, acting in the name of the United States Ambassador.

b. The senior member representing each Government shall serve as co-Chairmen. All joint meetings shall be chaired by co-Chairmen.

c. Each side may be assisted by such technical advisers, military or civilian, as the co-Chairman concerned considers appropriate.

4. *Duties of the Committee*

The duties of the Committee are to prepare and submit, after agreement between the co-Chairmen, report giving detailed recommendations as to how the transfer of the Community of Olongapo should be effected. The Committee shall render its report to the Secretary of Foreign Affairs and United States Ambassador and CINCPACREPPHIL, respectively, at the earliest possible date and no later than November 1, 1959.

5. *Offices of the Committee*

The appropriate authorities of the Philippines and United States shall make available suitable offices to facilitate the work of the committee.

6. *Conduct of Meetings*

a. The Committee shall meet as mutually agreed upon by the Co-Chairmen.

b. The release of information concerning the activities of the Committee shall only be as agreed upon by the co-Chairmen.

7. *Records*

One set of permanent records of the Committee shall be filed with The Secretary of Foreign Affairs, and, similarly, one set shall be transmitted to United States Ambassador for filing with CINCPACREPPHIL.

8. *Cooperation by Philippine and United States Authorities*

All pertinent Philippine and United States authorities shall lend such assistance to the Committee as is requested in order to facilitate the work of the Committee.

9. *Disestablishment of the Committee*

The Committee shall be disestablished upon the completion of the transfer of the Community of Olongapo from the United States Navy to appropriate Philippine authorities,

ATTACHMENT TO APPENDIX II¹

27 September 1959

NORTHERN BOUNDARY DESCRIPTION, NAVAL BASE, SUBIC BAY

A technical description approximating the new northern boundary of the U.S. Naval Reservation in the Province of Zambales from the existing western boundary to the existing eastern boundary of the U.S. Naval Reservation. (The coordinates refer to Map of Luzon A.M.S. S-711 Nos. 3064 I; 3064 II; 3064 III; 3064 IV.)¹

Beginning at a point of MLLW on the southern bank of the Matain River where it enters Subic Bay at 0339/4360;

- 1) thence northeasterly to a point on the eastern bank of the Matain River at MLLW at 0445-4380;
- 2) thence easterly along the southern line of the Philippine National Highway No. 7 to a point 0550/4375;
- 3) thence southeast for approximately 1,800 feet along the southeast line of Philippine National Highway No. 7 relocated (said relocation to be parallel to and 500 feet northeast of the existing highway) through the Maquinaya Beach Recreation area to a point of intersection with the west bank of the Maquinaya River;
- 4) thence down the west bank of the Maquinaya River to a point on the southern line of Philippine National Highway No. 7 at 0580/4325;
- 5) thence along the west bank of the Maquinaya River to the seaward most point of the west bank at 0585/4315;
- 6) thence southerly along the MLLW to the westerly most promontory north of the Olongapo Cemetery at a point 0565/4140;
- 7) thence along the seaward line of Philippine National Highway No. 7 to a point on the western bank of the Kalaklan River and the northerly line of Philippine Highway No. 7 at 0610/4100;
- 8) thence southeasterly across the Kalaklan River on the northerly line of Philippine Highway No. 7 to a point on the east bank of the Kalaklan River at 0615/4095;
- 9) thence northeasterly along the eastern bank of the Kalaklan River to a point 0635/4125;
- 10) thence southeasterly along the north bank of the drainage canal in a straight line to a point on Manila Avenue, Community of Olongapo at 0700/4100;
- 11) thence easterly along the north bank of the drainage canal to a point on the Saluysoy River at 0820/4100;
- 12) thence northerly along the western bank of the drainage canal to a point at 0815/4230;
- 13) thence due east to the toe of the slope at the 50 foot contour, thence northerly along the 50 foot contour to a point at 0870/4320;
- 14) thence north to the southern line of Philippine National Highway No. 7;
- 15) thence easterly along the southern line of said Highway to the intersection of said highway with the easterly boundary of U.S. Naval Base, Subic Bay at 1485/4310.

APPENDIX III

CLASS I AND CLASS II PROPERTY PLANT ACCOUNT, OLONGAPO

<i>Card No.</i>	<i>Description</i>
2-00001R	Reservation Adm. Office
2-00002R	Electric Utility System
2-00004R	Rizal Monument
2-00005R	Water Utility System
2-00006R	Reservation Library
2-00007R	Reservation Garage
2-00008R	Reservation Maintenance Storage Bldg.
2-00009R	Electrical Supply Storage
2-00010R	Triangle Stage

¹ See footnote 2, p. 232 of this volume.

<i>Card No.</i>	<i>Description</i>
2-00011R	Reservation Market (main building)
2-00012R	Reservation Market (rice section)
2-00013R	Olongapo Market (open)
2-00014R	Garbage House (res. market)
2-00015R	Olongapo Jail (sentry bldg.)
2-00016R	Olongapo Jail (brig 2)
2-00017R	Olongapo Jail (brig 1)
2-00018R	Reservation Tennis Courts
2-00019R	Reservation Hospital Storeroom
2-00020R	Reservation Hospital Gar.
2-00021R	Reservation Hosp. Director's Quarters
2-00022R	Reservation Hosp. (main building)
2-00023R	Reservation Hosp. (private rooms)
2-00024R	Office (veterinary) Reservation Hosp.
2-00025R	Reservation Hosp. Dental Clinic
2-00026R	Reservation Hosp. Mess & Galley
2-00027R	Reservation Hosp. Ward C
2-00028R	Linen Storage* Reservation Hosp.
2-00029R	Social & Recreation Room—Res. Hosp.
2-00030R	Nurses Quarters—Reservation Hosp.
2-00031R	Ward "E"—Res. Hospital
2-00032R	Nurses Quarters Res. Hospital
2-00033R	Home Economics Bldg. Jackson High School
2-00034R	Industrial Arts Shop Jackson High School
2-00035R	Library Jackson High School
2-00036R	Room I Jackson High School
2-00037R	Room II Jackson High School
2-00038R	Room III Jackson High School
2-00039R	Room IV Jackson High School
2-00040R	Room V Jackson High School
2-00041R	Room VI Jackson High School
2-00042R	Main Building Jackson High School
2-00043R	Res. Roads, Asphalt Paved
2-00044R	Tennis Court Jackson High School
2-00045R	Nellie Brown Elem. School
2-00046R	Bajac—Bajac Elem. School
2-00047R	Res. Ice Plant
2-00048R	Storage (west tapinac)
2-00049R	Storage (28 st.)
2-00050R	Toilet (res. market)
2-00051R	Toilet (Jackson High School)
2-00052R	NR Concrete Sidewalks
2-00053R	Culverts
2-00054R	Sewer Lines
2-00055R	Open Storage (unpaved)
2-00056R	Reservation Roads (gravel paved)
2-00057R	Parking Area (stabilized)
2-00058R	Earth Road (filled and graded)
2-00059R	Bank Stand
2-00060R	Fence—Marston Matting
2-00061R	One Flag Pole—Nelle Brown Elem. School
2-00062R	One Flag Pole—Nelle Brown Elem. School
2-00063R	One Flag Pole—Jackson High School
2-00064R	One Flag Pole* Jackson High School
2-00065R	One Flag Pole—Administration Bldg.
2-00066R	One Flag Pole—Administration Bldg.
2-00067R	Bridge, Timber (Saluysoy)

APPENDIX IV

PRINCIPAL ITEMS OF CLASS III PLANT ACCOUNT (EQUIPMENT) COMMUNITY OF OLONGAPO

AUTOMOTIVE EQUIPMENT

<i>Quantity</i>	<i>Type</i>	<i>Make</i>
3	Jeep	Willys, 5 passenger, Model MD
2	Jeep	Willys, 5 passenger, Model CJ
1	Truck, panel	Ford, ½ ton
1	truck, pick-up	Chevrolet, ½ ton

OTHER EQUIPMENT

<i>Quantity</i>	<i>Type</i>	<i>Location</i>
1	Bender, sheet metal, D&K, Mod. 816	Maintenance Building
1	Cutter, sheet metal, PEXTO, Mod. E42	Maintenance Building
1	Lathe, engine, 56" bit, 12" swing	Maintenance Building
1	Level, dumphy	Maintenance Building
1	Saw, radial arm, DeWat, Mod. GF	Maintenance Building
1	Saw stand, band	Maintenance Building
1	Saw, table, Comasco	Maintenance Building
1	Shear, metal, Milwaukee No. 1	Maintenance Building
2	Stand, drill press, Buffalo No. 18	Maintenance Building
1	Stand, drill press, Buffalo No. 18, w/mtr.	Maintenance Building
4	Transit, engineer's	Maintenance Building
1	Safe, steel, master, 2' x 2' x 5', 3 tumbler	Maintenance Building
1	Safe, steel, upright, 2' x 2' x 5', 3 tumbler	Maintenance Building
1	Time card machine, IBM Mod. 8500	Maintenance Building
8	Air conditioner, 1 ½ HP window type	Hospital
15	Basinettes, baby, Armstrong Model X4	Hospital
1	Centrifuge, orbit, Philipps, Model 1602	Hospital
1	Delivery table, Mac Earhern	Hospital
1	Dryer, American, 36" x 30", Model 286M	Hospital
1	Electro-cardiograph machine, Cambridge	Hospital
1	Extractor, American, model 328M	Hospital
2	Heater, water, 30 gallon	Hospital
4	Incubators, baby, Armstrong Model X4	Hospital
1	Infra-red light, Burdite, Zoalite Type 2-30	Hospital
1	Microscope, 10-43-97 power, binocular, Spencer	Hospital
1	Microscope, 10-44-95, power, monocular, Spencer	Hospital
2	Range, electric, 4 burner	Hospital
1	Refrigerator, electric, 11 CuFt Whirlpool	Hospital
1	Spotlight, multiple, Castle Type G3	Hospital

<i>Quantity</i>	<i>Type</i>	<i>Location</i>
2	Spotlight, single, Luminaire Model M620	Hospital
1	Safe, steel, Victor 1 hour, 24 × 24 × 36	Hospital
1	Stand, ironer, Hunter, Model HX-22	Hospital
1	Sterilizer, Castle, Mod G42	Hospital
1	Sterilizer, Water, Scanlon Morris Type A410	Hospital
1	Table, operating, Champagne Model 51501X	Hospital
1	Washing machine, American 36" × 30" Model o	Hospital
1	Washing machine, Prosperity, Model JR	Hospital
1	X-ray machine, Fischer Model 212F	Hospital
1	X-ray machine including table and controller, Fischer, Mod. NTM 11	Hospital
1	X-ray reader, Elgee	Hospital
8	Coolers, water, electric	Hospital, maintenance building and administration building

APPENDIX V

DESCRIPTION OF ICE PLANT, COMMUNITY OF OLONGAPO

The Ice Plant, Community of Olongapo, has a capability of producing 100 three hundred pound blocks of ice per day with 1,600 cubic feet of cold storage. Its principal components are:

<i>Quantity</i>	<i>Item</i>
2	Compressor, Frick, 7" × 7"
1	Motor, Electric, 150 HP
1	Motor, Electric, 145 HP

APPENDIX VI¹

APPENDIX VII

DESCRIPTION OF TELEPHONE SYSTEM, COMMUNITY OF OLONGAPO

The Telephone System, Community of Olongapo is a common battery system with a three position Kellogg switchboard capable of handling 300 lines with the following appurtenances and auxiliary equipment:

<i>Quantity</i>	<i>Item</i>
1	Battery Charger, 75 watts
1	Table Line Tester
500	Instruments, installed
3 miles	25 pairs cable, installed
1	Water cooler, electric
1	Air Conditioner, 3/4 ton

¹ See footnote 2, p. 236.

APPENDIX VIII¹ATTACHMENT TO APPENDIX IX¹

POWER AND TELEPHONE RIGHT-OF-WAY (EASEMENT) GRANTED BY THE PHILIPPINE GOVERNMENT TO THE UNITED STATES, RUNNING FROM THE UNITED STATES NAVAL BASE, SUBIC BAY TO THE UNITED STATES NAVAL BASE TRAINING AND RECREATION AREA OF MAQUINAYA AND MANGA BEACH

Beginning at a point on the west bank of the Kalaklan River in line with the north bank of the East-West Drainage Canal and then north-northeast along the east side of National Highway Number 7 a distance of approximately 3,400 feet then turning northwest for approximately 1,800 feet to the top of the Kalaklan Ridge, then turning west-southwest for a distance of approximately 1,600 feet to a point on the west side of National Highway Number 7 at Half Moon Beach, then following along the west side of said highway for a distance of approximately 3,800 feet, then turning due north across said highway for a distance of approximately 700 feet to a point on the east bank of the Maquinaya River, then turning north-northwestward for a distance of approximately 1,100 feet, then turning northwestward for a distance of approximately 1,900 feet, then southwestward for a distance of approximately 1,200 feet to a point on the south side of said Highway Number 7, then along the south side of said highway for approximately 1,700 feet to a point on the southwest corner of the intersection of said Highway Number 7 and Manga Beach access road.

APPENDIX X

MEMORANDUM

From: The Philippine-United States Olongapo Committee.

To: The Department of Foreign Affairs, Embassy of the United States, Manila, Philippines.

Subj: Unauthorized occupants of land within the boundaries of the Naval Base at Subic Bay.

1. In several areas within the boundaries of the Naval Base at Subic Bay, there are persons who have, without permit or authority, moved on the land, erected huts or shelters, and staked out small farms. These comprise approximately 35 families, most of whom are located in the area just south of National Highway Number 7. In addition, there are about 65 families living in an area north of Mount Santa Rita, which, after implementation of present agreements, will be within the proposed Naval Base boundary. Along the boundary of the present base, northwest of Mount Santa Rita and bordering the Santa Rita road, there are about 35 families occupying sites, the location of which has not been definitely determined as being within the present base boundary. Upon acquisition of the proposed area north of Mount Santa Rita, these families will, however, be within the new boundaries of the Naval Base.
2. The presence of unauthorized persons on the Naval Base perpetuates a situation of United States military jurisdiction over citizens of the Philippines and provides the framework for the growth of civilian communities within the Naval Base.
3. There are now desirable land sites available on that part of the base, to be relinquished, to which all of these families can be relocated.
4. The Co-Chairmen of the Philippine-United States Olongapo Committee therefore recommend that agreements be reached by their respective governments, which will provide for rendering, on request of the Commander United States Naval Base, Subic Bay, effective assistance within the limits permitted by existing laws of the Philippines, in the removal and relocation of all persons illegally occupying land presently, or in the future to be, within the boundaries of the Naval Base at Subic Bay. It is further recommended that provision be made for the rendering, on request, of similar assistance by the Philippine Government in instances of future trespass or occupation by unauthorized persons within the boundaries of the Naval Base at Subic Bay.

Juan M. ARREGLADO

Arthur F. SPRING

¹ See footnote 4, p. 236.

II

*The Philippine Secretary of Foreign Affairs to the American Chargé d'Affaires
ad interim*

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

Manila, December 7, 1959

Sir :

I have the honor to acknowledge receipt of your note No. 606 of today's date, which reads as follows :

[See note I]

The provisions set forth above and the annex appended to your note are acceptable to my Government and I therefore have the honor to state that your note and the present reply, including the annex¹ attached hereto, constitute the agreement of our two Governments on the relinquishment to the Philippine Government of the Community of Olongapo and the entire area north of the northern boundary line of the Naval Base at Subic Bay as delineated in red on the map designated Map No. 4 in the Memorandum of Agreement signed by Ambassador Bohlen and myself on August 14, 1959, and specifically described in the document dated September 27, 1959 appended to that map, which comes into force on the date of this note.

I have the honor to further inform you that I have been empowered by my Government to accept on its behalf responsibility for and receive custody of the land, buildings and other properties to be turned over today by the United States Navy to the Philippine Government.

Accept, Sir, the renewed assurances of my highest consideration.

Felixberto M. SERRANO
Secretary of Foreign Affairs

The Honorable George M. Abbott
Chargé d'Affaires ad interim
Embassy of the United States of America
Manila

¹ See p. 230 of this volume.