

“Obstruction Standards,” of part 77 of the Regulations of the United States Federal Aviation Administration (14 Code of Federal Regulations 77.21 to 77.29), as the same shall be amended.

8. This Agreement does not create or recognize any licenses, easements or rights of way outside the Management and Airfield Areas which are not expressly stated in this Agreement. Licenses, easements, or other encumbrances outside the Management and Airfield Areas may be created by local agreement between the Commanding Officer of the Facility and the Management Authority. Local agreements respecting utilities, the electrical system, fire protection and other services and matters related or incidental thereto may be entered into between the Commanding Officer of the Facility and the Management Authority. All such licenses, easements, rights of way or other local agreements or encumbrances shall be subject to such termination or modification as may be required incidental to the exercise by the United States of its reentry rights under paragraphs 1 or 2 of this Annex.

9. The Management Authority will maintain the security fence along the ferry access road in a reasonable condition. The Management Authority will be responsible for road maintenance in the Airfield Area and that portion of the Management Area identified as “Argentia” in Annex A. These responsibilities shall be subject to such termination or modification as may be required incidental to the exercise by the United States of its reentry rights under paragraphs 1 or 2 of this Annex. The Management Authority will take such other measures as the Commanding Officer of the Facility determines are necessary to prevent unauthorized access from the Management or Airfield Areas to that part of the Facility not within the Management or Airfield Areas.

10. Canada will accept the Management and Airfield Areas as is; will waive any claim or clause of action that might otherwise exist against the United States, its agents, servants or employees by reason of any patent or latent conditions of the Management and Airfield Areas, any part thereof or equipment or object thereon; and will indemnify and hold harmless the United States, its agents, servants or employees or contractors with respect to any claims or liability that may arise out of the use of the Management and Airfield Areas by Canada, her agents, employees, sublessees, contractors or others, provided that the responsibility of Canada with respect to any claims or liability arising out of acts of negligence occurring subsequent to the date of this sublease and attributable to the United States, members of the force or civilian component, acting within the course of their official duties, shall be determined in accordance with the applicable provisions of the NATO Status of Forces Agreement.

11. The United States Government will incur no tax or other financial liability from any activities within the Management or Airfield Areas. The United States Government will not be required to compensate Canada for losses incurred in the event of reentry.