

Base who will provide findings and recommendations to the Management Authority as to the granting of each application. A recommendation that a sublease should not be granted on the grounds of security or interference shall be binding upon Canada. Any sublease granted will specify the use to which the subleased property may be put. Any change of use without the written consent of the Management Authority and the Commanding Officer of the Base shall not be permitted. Any sublease granted will be subject to termination by the Management Authority in the event that any activity of the sublessee, its agents, employees, or contractors shall be determined by the Commanding Officer of the Base to constitute an interference with Base activities. The Management Authority will be notified in writing by the Commanding Officer of the Base concerning his determination relative to such interference and his request for termination of the sublease. Within a reasonable time after receipt of such notice, the Management Authority will effect such terminations.

6. The Management Authority may, at its own expense, during the term of Her Majesty's sublease erect or construct or authorize erection or the construction of buildings and other improvements within the Management Area. Any buildings so erected or constructed or so authorized may be removed at its own expense by the Management Authority at any time during the said term; provided, that any such removal from any portion of the Management Area reoccupied by the United States under paragraph 1 of this Annex shall be subject to the prior consent of the Commanding Officer of the Base and any conditions thereof. No new construction or modification of existing structures shall be carried out in such a way as to preclude the use of the airfield runway in the event of a determination to re-enter under paragraph 1 of this Annex. Nor shall any structure or building be erected which would be an obstruction to air navigation at a military airfield in violation of the standards set forth in Canadian Department of Transport publication TP-312 (Aerodrome Standards, Physical Characteristics and Zoning Requirements) Chapter 4, to the extent not inconsistent with subpart C--"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.

7. This Agreement does not create or recognize any licenses, easements or rights of way outside the Management Area which are not expressly stated in this Agreement. Licenses, easements or other encumbrances outside the Management Area may be created by local agreement between the Commanding Officer of the Base 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 Base 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 re-entry rights under paragraph 1 of this Annex.

8. The Management Authority will maintain the security fence along the ferry access road in a reasonable condition. The Management Authority will take such other measures as the Commanding Officer of the Base determines are necessary to prevent unauthorized access from the Management Area to that part of the Base not within the Management Area.