

ANNEX

CONDITIONS GOVERNING THE USE OF FACILITIES AT GOOSE BAY AIRPORT BY THE UNITED STATES

(Hereinafter, unless the context otherwise requires, "Canada" means the Government of Canada, "United States" means the Government of the United States of America, and "Goose Bay" means the Goose Bay Airport.)

1. FACILITIES

- (a) As provided in the exchanges of notes of December 5, 1952, and July 13, 1972, constituting Agreements between the United States and Canada regarding the Leasing of Certain Lands Situated Within R.C.A.F. Station Goose Bay, Newfoundland, all buildings, structures and improvements permanently affixed to the realty at Goose Bay by the United States become the property of Canada upon termination of said lease agreement on June 30, 1973. The ownership of all other property, including removable improvements, equipment, material, supplies and goods, brought into or acquired in Canada by the United States in connection with its operations at Goose Bay shall remain in the United States during and after the termination of this present Agreement. Except as otherwise provided in this Agreement, or in any related implementing agreements concluded in accordance with paragraph 8 of this Annex, the United States shall have the unrestricted right of removing or disposing of all such property, provided that removal or disposition shall not be delayed beyond a reasonable time after the termination of this Agreement. The disposition within Canada of United States excess property at Goose Bay will be effected in accordance with the exchange of notes between the United States and Canada of August 28, 1961, and September 1, 1961⁽¹⁾, concerning the Disposal of United States Excess Property in Canada.
- (b) Canada shall make available, without charge, appropriate facilities for the use of the United States at Goose Bay, such as hangars, warehouses, office buildings, family quarters, barracks, shops, hardstands, parking aprons, and storage and distribution facilities for aviation fuel and other petroleum supplies. These facilities will be identified in implementing agreements concluded in accordance with paragraph 8 of this Annex.

2. OPERATING RIGHTS

Aircraft operated by, for, or under the control of the United States Armed Forces shall have the right to use Goose Bay, subject to air traffic control by Canada and prior notification of all expected arrivals to appropriate Canadian airport authorities at Goose Bay. The United States shall have such rights as are necessary to support the operation of the aforementioned aircraft at Goose Bay, including the right:

⁽¹⁾ Treaty Series 1961 No. 7