

ASSIGNMENT AND AMENDMENT OF AIRPORT LAND USE AGREEMENT

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THIS AGREEMENT is made this 25TH day of MAY, 2004, in Placerville, El Dorado County, California, between Ray A. Arceneaux (hereinafter called "Assignor"), and Alfred L. Hamilton 1186 Walkabout Way Placerville, Ca 95667 (hereinafter collectively called "Assignee").

WHEREAS, a Lease was executed on February 28, 1989, between the County of El Dorado as Lessor, and Assignor as Lessee, by the terms of which the property generally described as SP-10 at the Placerville Airport and described more specifically in said Lease, a copy of which is attached hereto and by reference incorporated herein, was leased to Assignor as Lessee for a term of Five (5) year(s) commencing on August 25, 1988, and expires on August 24, 1993, with two (2) five-year options, and

WHEREAS, assignor now desires to assign the Lease to Assignee and Assignee desires to accept the assignment thereof;

NOW, THEREFORE, for valuable consideration receipt of which is hereby acknowledged and the agreement of Assignee as hereinafter set forth, Assignor hereby assigns and transfers to Assignee all of its right, title, and interest in and to the lease hereinbefore described, and Assignee hereby agrees to and does accept the assignment and assumes the burdens and obligations of, and agrees to keep, perform and fulfill all of the terms, covenants, conditions, and obligations, required to be kept, performed, and fulfilled by Assignor as Lessee thereunder.

Lessor, Assignor, and Assignee further agree to amend the aforesaid lease as set forth below.

1. Paragraph 15 shall read as follows:

"Lessee shall not transfer, assign or sublet to any other person this lease, the lease premises or any portion thereof except as provided for herein. It is the understanding and intent of the parties that in the event of sale of the hangar or sublease assignment, or other transfer of the interests hereunder, only the balance of the term of this Agreement may be transferred or assigned to a successor in interest and that such transfer or assignment requires the permission of the County

1 to be first obtained. Such consent may be withheld by County for any
2 commercially reasonable objection, including where such transfer, assignment or
sublease would result in a "commercial activity" as described in paragraph 10
above."

3
4 2. Paragraph 22 shall read as follows:

5 Lessee shall provide proof of a policy of insurance satisfactory to the
Lessor and documentation evidencing that Lessee maintains insurance that meets
6 the following requirements:

7 A. Aircraft Liability Insurance in the amount of \$1,000,000
per occurrence for aircraft operated on Lessor's premises. Premises liability shall
8 be included in this coverage.

9 B. Lessee shall furnish a certificate of insurance satisfactory to
Lessee as evidence that the insurance required above is being maintained.

10 C. The insurance shall be issued by an insurance company
11 acceptable to the Lessor or be provided through partial or total self-insurance
likewise acceptable to Lessor.

12 D. Lessee agrees that the insurance required above shall be in
13 effect at all times during the term of this Lease. In the event said insurance
coverage expires at any time or times during the term of this Lease, Lessee shall
14 immediately provide a new certificate of insurance as evidence of the required
insurance coverage. In the event the Lessee fails to keep in effect at all times
15 insurance coverage as herein provided, Lessor may, in addition to any other
remedies it may have, terminate this Lease upon the occurrence of such event.
16 New certificates of insurance are subject to the approval of the Risk Manager.

17 E. The certificate of insurance must include a provision stating
that:

18 1. The insurer will not cancel the insured's coverage
without 30 days prior written notice to the Lessor, and;

19 2. The County of El Dorado, its officers, officials,
20 employees and volunteers are included as additional insured, but only insofar as
the operations under this Lease are concerned.

21 F. The Lessee's insurance shall be primary insurance as
22 respects the Lessor, its officers, officials, employees and volunteers. Any
insurance of self-insurance maintained by the Lessor, its officers, officials,
23 employees or volunteers shall be in excess of the Lessee's insurance and shall not
contribute with it.

24 G. Any deductibles or self-insured retention must be declared
25 to and approved by the Lessor. At the option of the Lessor either the insurer shall
reduce or eliminate such deductibles or self-insured retention as respects the

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Lessor, its officers, officials and employees; or Lessee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

H. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Lessor, its officers, officials, employees or volunteers.

I. The insurance companies shall have no recourse against the County of El Dorado, its officers, officials or employees for payment of any premiums or assessments under any policy issued by any insurance company.

J. Lessee's obligations shall not be limited by the foregoing requirements and shall survive the expiration of this Agreement.

K. The Certificate of Insurance shall meet additional standards as may be determined by the Lessor, either independently or in consultation with the Lessor's Risk Manager, as essential for protection of the Lessor.

This amended Agreement shall be binding on and inure to the benefit of the parties, hereto, their successors in interest, and assigns.

Dated: 4/7/04

ASSIGNOR:

Ray A. Arceneaux

Dated: 4/7/04

ASSIGNEE:

Alfred L. Hamilton

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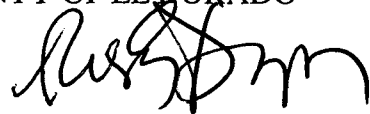
CONSENT OF LESSOR

The undersigned is the Lessor in the Lease described in the foregoing assignment and hereby consents to this assignment of the Lease to Alfred L. Hamilton with the release of Assignor as Lessee from any further liability or obligation under the terms of the Lease.

Dated: 5-25-2004

COUNTY OF EL DORADO

By:



Chairman, Board of Supervisors or

RUSTY DUPRAY

"COUNTY"

ATTEST:

DIXIE L. FOOTE
Clerk of the Board of Supervisors

By Cynthia Johnson
Deputy Clerk 5-25-2004

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1 ASSIGNMENT OF AIRPORT LAND USE AGREEMENT

2

3 THIS AGREEMENT is made this 2 day of May 2001,

4 , in Placerville, El Dorado County, California, between

5 Thomas G. Livingstone (hereinafter called "Assignor"), and

6 Ray A. Arceneaux, 3467 Verano Way, Cameron Park, Ca 95682

7 _____

7 (hereinafter collectively called "Assignee").

8 WHEREAS, a Lease was executed on February 28, 1989, between

9 the County of El Dorado as Lessor, and Assignor as Lessee, by the

10 terms of which the property generally described as SP-10

11 at the Placerville Airport and described more specifically in

12 said Lease, a copy of which is attached hereto and by reference

13 incorporated herein, was leased to Assignor as Lessee for a term of

14 Five (5) year(s) commencing on August 25, 1988, and

15 expires August 24, 1993 with two five (5) year options, and

16 WHEREAS, Assignor now desires to assign the Lease to Assignee

17 and Assignee desires to accept the assignment thereof;

18 NOW, THEREFORE, for valuable consideration receipt of which is

19 hereby acknowledged and the agreement of Assignee as hereinafter

20 set forth, Assignor hereby assigns and transfers to Assignee all of

21 its right, title, and interest in and to the lease hereinbefore

22 described, and Assignee hereby agrees to and does accept the

23 assignment and assumes the burdens and obligations of, and agrees

24 to keep, perform and fulfill all the terms, covenants, conditions,

25 and obligations, required to be kept, performed, and fulfilled by

26 Assignor as Lessee thereunder.

27 ///

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1 This Agreement shall be binding on and inure to the benefit of
2 the parties, hereto, their successors in interest, and assigns.

3 Dated:

4 2/21/01

ASSIGNOR:

5 Thomas G. Livingstone

6 Thomas G. Livingstone

8 Dated:

9 2/19/01

ASSIGNEE:

10 Ray A. Arceneaux

11 Ray A. Arceneaux

13 CONSENT OF LESSOR

14 The undersigned is the Lessor in the Lease described in the
15 foregoing assignment and hereby consents to the assignment of the
16 Lease to Ray A. Arceneaux with the release of Assignor
17 as Lessee from any further liability or obligation under the terms
18 of the Lease.

19 Dated:

5/2/01

20 COUNTY OF EL DORADO

21 By Craven Alcott

22 CRAVEN ALCOTT, INTERIM

23 Director, General Services Department

"COUNTY"

24 ATTEST:

25 DIXIE L. FOOTE

Clerk of the Board of Supervisors

26 By N/A

Deputy Clerk

27 assign.air

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OD/lb
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AIRPORT LAND USE AGREEMENT FOR
PORTABLE HANGARS

THIS LEASE, made and executed by and between the COUNTY OF
EL DORADO, a political subdivision of the State of California
hereinafter called "County", and Thomas G. Livingstone
5060 Mother Lode Drive Shingle Springs, Ca 95682,
hereinafter called "Lessee",

W I T N E S S E T H:

County, pursuant to Government Code Sections 25350 - 25575
and 50470 - 50478 and El Dorado County Ordinance Sections
3.08.021, hereby leases to Lessee the real property at County's
Placerville Airport, described in Exhibit "A" attached hereto and
made a part hereof, on the following terms and conditions:

1. The term of said lease shall be for a period of
five (5) years commencing August 25, 1988 and ending
August 24, 1993. Lessee shall have the option to renew for up
to two (2) additional successive terms of five (5) years each.
County shall give Lessee sixty (60) days' written notice prior to
the end of each term and Lessee shall give County written notice
of Lessee's intention to exercise said option no later than
thirty (30) days from the end of each term. Upon expiration of
the foregoing terms, Lessee shall have the right of first refusal
to an additional lease not to exceed ten (10) years under such
terms and conditions as may be agreed upon at such time.

2. Lessee shall pay to County a rental of one hundred
percent (100%) of the annual tiedown fee for the appropriate
aircraft and/or site category as established and may be changed
from time to time by resolution of the El Dorado County Board of

1 Supervisors and which is in effect at each rental payment date.

2 Said rental is payable as follows:

3 a. Upon the commencement date, Lessee shall pay the
4 prorata portion of the annual rent for the time period from the
5 commencement date to July 1 next succeeding.

6 b. On each July 1, Lessee shall pay the annual rental
7 for the next succeeding fiscal year.

8 c. On July 1, at the commencement date of the fiscal
9 year during which this lease terminates, Lessee shall pay the
10 prorata portion of the annual rent for the time period from July
11 1 to the termination date of said lease.

12 The annual rental at the commencement of this lease is
13 Three Hundred Sixty and no/000 Dollars (\$ 360.00).

14 3. Lessee shall maintain a hangar upon the leased premises
15 in the manner described in paragraph 6 hereinbelow throughout the
16 term of this agreement.

17 If not already constructed at the effective date of
18 this agreement, within six (6) months of the commencement of this
19 lease, Lessee shall erect and maintain during the balance of the
20 lease term herein a hangar upon the property, approximately
21 39'5" x 33' 10" Single Port a Port^{SP-10} in size. Lessee shall be
22 responsible for all surface preparation incident to placing a
23 hangar thereon. The site preparation must be approved by the
24 Airports Department prior to hangar erection.

25 Failure of Lessee to erect said hangar within the prescribed
26 time period or to maintain said hangar as required herein shall
27 constitute a material breach of this agreement and, in such
28 event, County may terminate this agreement without liability to

1 Lessee hereunder.

2 4. Upon termination or expiration of this lease, improve-
3 ments of a permanent nature placed upon the leased premises, such
4 as concrete pads, gravel or other site preparation, shall become
5 the property of County without charge to the County and Lessee
6 shall remove the hangar at Lessee's sole obligation and expense.
7 If Lessee fails to remove said hangar within thirty (30) days
8 after termination or expiration of this agreement, County may, in
9 its discretion, after notice to Lessee of its intent to do so,
10 cause said hangar to be removed and the costs for storage,
11 removal and additional rental thereof shall be paid by Lessee.
12 For purposes of calculating additional rent in the event Lessee
13 holds over beyond the expiration or termination of this
14 agreement, Lessee shall be charged one-twelfth (1/12) of the
15 current annual tie-down rate for each thirty (30) calendar day
16 period or portion thereof after the expiration or termination
17 date of this agreement.

18 5. It is further agreed by and between the parties hereto
19 that County has informed Lessee that such property interest,
20 together with any improvements as may be made by Lessee, as may
21 be created or allowed by this agreement may be subject to
22 property taxation and that Lessee may be subject to the payment
23 of property taxes levied on such interest(s).

24 Lessee agrees to pay all taxes levied upon the leased
25 property and improvements on the property, including trade
26 fixtures and inventory not owned by Lessor and kept on the
27 premises leased herein.

28 6. At all times during the term of this lease, Lessee

1 shall, at its own cost and expense, keep and maintain said land
2 and all improvements thereon and all facilities appurtenant
3 thereto in good order and repair and safe condition and in com-
4 pliance with all requirements of law. Lessee shall make any and
5 all additions to, or alterations or repairs in and about the land
6 and/or improvements which may be required and, in doing so,
7 Lessee shall observe and comply with all existing or future
8 public laws, ordinances and regulations applicable to the land or
9 public airport lands upon which the leased premises are located.
10 Lessee shall maintain an area of ten (10) feet from the exterior
11 walls of said hangar or of the median point between hangars if
12 there is less than twenty (20) feet between hangars, free from
13 brush and weeds. Lessee shall indemnify and agrees to defend and
14 hold County harmless against all actions, claims and damages by
15 reason of Lessee's failure to comply with and perform the provi-
16 sions of this section. If Lessee fails to keep and maintain the
17 leased premises and improvements as required herein, County may
18 in its discretion following written notice undertake to do or
19 have done such and any expenses incurred by County shall be
20 payable by Lessee.

21 7. Lessee shall indemnify, defend and hold County harmless
22 from and against any and all claims arising from Lessee's use or
23 use by Lessee's agents, contractors or employees of the premises,
24 or from the conduct of Lessee's business or any activity, work or
25 things done, permitted or suffered by Lessee in or about the
26 premises or elsewhere, and shall further indemnify, defend and
27 hold County harmless from and against any and all claims arising
28 from any breach or default in the performance of any obligation

1 on Lessee's part to be performed under the terms of this agree-
2 ment and from all costs, attorney's fees, expenses and
3 liabilities incurred in the defense of any such claim, or any
4 action or proceeding brought thereon. Lessee, as a material part
5 of the consideration to Lessor, hereby assumes all risk of damage
6 to property or injury to persons in or upon the premises arising
7 from any cause except that caused solely by County or its
8 employees, agents, and Lessee hereby waives all claim in respect
9 thereof against County.

10 8. Lessee shall procure and maintain during the term of
11 this lease, in full force and effect, an insurance policy or
12 policies, in a form and with a company acceptable to the County,
13 for comprehensive general liability insurance (public liability
14 and property damage, with coverage not less than \$100,000.00 per
15 person, \$300,000.00 per occurrence, and \$25,000.00 property
16 damage covering liability arising out of Lessee's use of,
17 occupancy or operations on or about the airport. Such policy or
18 policies shall name the County of El Dorado, its officers, agents
19 and employees as additional insured, and provide that such
20 insurance will not be terminated, cancelled or materially changed
21 without at least thirty (30) days' prior notice in writing to
22 County and shall be subject to approval as to coverage by Lessor.
23 Lessee shall be responsible for all deductibles in said coverage
24 and Lessee's indemnity and other obligations shall not be limited
25 by the foregoing insurance requirements.

26 The parties hereto agree that County may, through resolution
27 by its Board of Supervisors, after public hearing of which Lessee
28 shall have been given written notice at least thirty (30) days in

1 advance thereof increase or otherwise amend or change the
2 insurance coverage requirement as set forth hereinabove. The
3 parties also agree that failure or refusal by Lessee to obtain or
4 maintain such coverage as required herein or by subsequent
5 resolution shall constitute a material breach of this agreement
6 and, in such event, County, in its sole discretion, may
7 terminate this agreement without liability to Lessee hereunder or
8 elect to obtain like coverage and the cost for such coverage
9 shall be paid by Lessee.

10 9. No structure or other improvements for which the plans,
11 specifications and proposed location have not first received the
12 written approval of County shall be constructed or maintained on
13 the leased premises. No material addition to or alteration of
14 any building or structure erected on the leased land shall be
15 commenced unless and until said plans and specifications covering
16 the exterior of the proposed addition or alterations shall have
17 been first submitted to and approved by County. For the purposes
18 of this section, the County Airports Operations Supervisor or
19 successor authority shall be the approval authority for such
20 plans.

21 10. The leased premises are leased herein for the sole
22 purpose of storage, care and maintenance of aircraft, and for
23 uses normally incident thereto. Unless expressly provided for
24 herein or by other written agreement with County, nothing in this
25 lease shall be construed to grant Lessee the right to conduct
26 business or any commercial activity upon the leased premises
27 herein, including but not limited to any commercial activities,
28 e.g., for hire or profit, or those normally or actually conducted

1 by fixed base operators upon airport premises. The storage of an
2 aircraft used in Lessee's trade or business shall not be deemed a
3 "commercial activity" and such aircraft shall be deemed to be
4 "Lessee's aircraft" for purposes of this paragraph.

5 11. No one person shall have an interest in more than two
6 port-a-port leases. An interest would be defined as any incident
7 of ownership in the lease; corporate, partnership or otherwise.

8 12. Lessee shall submit within thirty (30) days a sale,
9 sublease assignment or rental of any aircraft stored on the
10 leased property, the Aircraft Registration Number ("N-number"),
11 and the name of the registered owner.

12 13. In the event the airport or other premises herein
13 leased are rendered totally or partially inaccessible, untenable
14 or unusable because of the condition thereof, which condition was
15 not caused by County or its agents, and County, in its sole
16 discretion, determines that restoration, repair or further use is
17 not desirable, this agreement shall be automatically terminated
18 upon thirty (30) days' notice to Lessee. In such event, County
19 shall owe nothing as a result thereof and all and any costs or
20 expenses of removal of structures as provided for herein are to
21 be borne by Lessee.

22 14. In case of any default hereunder or in the event suit
23 is brought to enforce any of the terms or conditions of this
24 liability agreement, in addition to other charges, expenses,
25 costs or damages for which liability may otherwise be incurred,
26 the losing party shall be liable for reasonable attorney fees
27 incurred by the opposing side.

28 15. Lessee shall not transfer, assign or sublet to any

1 other person this lease, the lease premises or any portion there-
2 of except as provided for herein. It is the understanding and
3 intent of the parties that in the event of sale of the portable
4 hangar or sublease, assignment, or other transfer of the inter-
5 ests hereunder, only the balance of the term of this agreement
6 may be transferred or assigned to a successor in interest and
7 that such transfer or assignment requires the permission of
8 County to be first obtained. Such consent may be withheld by
9 County for any commercially reasonable objection, including where
10 such transfer, assignment or sublease would result in a "commer-
11 cial activity" as described in paragraph 10 above. Lessee herein
12 shall at all times remain obligated for performance of the terms
13 hereof.

14 16. County reserves to itself and to its successors or
15 assigns hereunder the following rights:

16 a. The right after reasonable notice to Lessee to
17 enter onto the premises at reasonable times to determine if the
18 installation and maintenance of the aforementioned structures is
19 in good condition and Lessee is complying with all federal, state
20 and local laws and regulations.

21 b. The right to enter onto the premises to serve, post
22 any required notices, or to carry out and enforce all laws;

23 c. The right for the use and benefit of the public of
24 flight for the passage of aircraft in the airspace above the
25 surface of the premises herein leased, to include but not limited
26 to the right to cause in said airspace any noise inherent in the
27 operation of any aircraft through said airspace or from the
28 taking off from or landing of said aircraft at said airport;

1 d. The right to further develop or improve the airport
2 as it sees fit without interference or hinderance by Lessee; and

3 e. County has the right, but shall not be obligated to
4 lessee, to maintain and keep in repair the landing area of the
5 airport and all publically owned facilities at said airport,
6 together with the right to direct and control all activities of
7 lessee in this regard.

8 17. This lease shall be subordinate to the provisions and
9 requirements of any existing or future agreement between County
10 and the United States, relative to the development, operation, or
11 maintenance of the airport, including such required covenants
12 promulgated by the Federal Aviation Administration attached
13 hereto as Exhibit "B". For the purposes of the FAA required
14 covenants, County shall be the "sponsor" and the lessee or its
15 successor in interest shall be the "lessee, licensee, permittee
16 or other similar party.

17 18. Lessee shall confine his activities to the leased
18 premises only excepting reasonable ingress and egress and the
19 normal and intended use of the airport runways and taxi-ways and
20 other airport public facilities.

21 19. During the term of this lease County shall have the
22 right, at County's obligation and expense, to relocate the leased
23 tract herein to a different location at the Placerville Airport
24 and to move and install Lessee's hangar to such relocated tract,
25 provided that:

26 a. Lessee is given thirty (30) days' notice of such
27 relocation; and

28 b. County provides surfacing and improvements at the

1 relocated tract at least equal to the surfacing and improvements
2 at Lessee's prior location.

3 20. The lease contains the entire agreement of the parties
4 with respect to the matters covered by this lease and no other
5 agreement, statement or promise made by any party or to any
6 employee, officer or agent of any party which is not contained in
7 this lease shall be binding or valid.

8 21. Lessee shall not commence any use under this agreement
9 until proof of the insurance required by this agreement has been
10 filed with the County of El Dorado and is satisfactory to the
11 County.

12 22. Time is of the essence of each provision of this
13 agreement.

14 23. The unenforceability, invalidity, or illegality of any
15 provision shall not render the other provisions unenforceable,
16 invalid, or illegal.

17 This lease has been executed by the parties on the day,
18 month and year first hereinabove written.

19 Dated: 2-28-89

COUNTY OF EL DORADO

21 By Robert E. Don
Chairman, Board of Supervisors

22 ATTEST:
23 BILLIE MITCHELL, County Clerk
and ex-officio Clerk of the
Board of Supervisors

"COUNTY" 2/28/89

24 By Margaret E. Moody
25 Deputy 2/28/89

26 Dated: 26 Aug 88

27 Thomas G. Livingstone

"LESSEE"

Thomas G. Livingstone

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EXHIBIT "A" to LAND/USE LEASE

DESCRIPTION

A tract of land in the shape of a T Hangar, 40 feet wide by 34 feet deep, fronting on the Northerly side of the abandoned Airport Runway located in the area approximately 320 feet in length bounded on the West by the paved taxiway at the Westerly end of the abandoned runway, and bounded on the East by West end of the existing tie-down cable.

Due to the dimensions of the Lessee's Hangar, 100% of a Single Engine tiedown will be required. This rate is subject to change by Resolution of the Board of Supervisors.

FEDERAL AVIATION ADMINISTRATION
AGREEMENT COVENANTS

1. The (Sponsor) reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the (lessee, licensee, permittee) and without interference or hindrance.
2. The (Sponsor) reserves the right, but shall not be obligated to the (lessee, licensee, permittee) to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the (lessee, licensee, permittee, etc.) in this regard.
3. This (lease, license, etc.) shall be subordinate to the provisions and requirements of any existing or future agreement between the (Sponsor) and the United States, relative to the development, operation or maintenance of the airport.
4. There is hereby reserved to the (Sponsor), its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein (leased, licensed, permitted). This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the (official name) airport.
5. (Lessee, licensee, permittee, etc.) agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the (leased, licensed, permitted) premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the (leased, licensed, permitted) premises.
6. The (lessee, licensee, permittee) by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the land leased hereunder above the mean sea level elevation 2603* (or 20) feet. In the event the aforesaid covenants are breached, the owner reserves the right to enter upon the land (leased, etc.) hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the (lessee, licensee, permittee).
7. The (lessee, licensee, permittee, etc.) by accepting this (lease, license, etc.) agrees for itself, its successors and assigns that it will not make use of the (leased, etc.) premises in any manner which might interfere with the landing and taking off of aircraft from Placerville Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the owner reserves the right to enter upon the premises hereby (leased, etc.) and cause the abatement of such interference at the expense of the lessee, licensee, permittee).
8. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

December 7, 1987

9. **This (lease, license, permit) and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.