

## **CHAPTER 36 TAYLOR COUNTY AIRPORT AERONAUTICAL SERVICES**

### **36.01 PREAMBLE.**

(1) Responsibility. It is the responsibility of the Taylor County Board of Supervisors to administer the Taylor County airport. Such administration includes setting goals and determining means by which to achieve these goals.

(2) Goals. The goals of this chapter, as deemed by the Taylor County Board of Supervisors are:

(a) Insure adequate and fair aeronautical services and facilities to the users of the Taylor County airport;

(b) Encourage the development of the Taylor County airport and its activities;

(c) Foster the economic health and orderly development of commercial aeronautical operators at the Taylor County airport.

(3) Intent. It is the intent of this chapter to achieve the goals as stated in (2) by requiring the following:

(a) All persons, clubs, firms, or operations based upon and engaged in one or more aeronautical services at the Taylor County airport must meet minimum standards for the services they provide as provided in this chapter;

(b) All persons, clubs, firms, or corporations desiring to be based at the Taylor County airport and engaged thereon in any aeronautical services must enter onto a written lease with Taylor County as provided in this chapter.

### **36.02 DEFINITIONS.**

(1) Definitions Incorporated by Reference. Unless otherwise stated in, or contrary to, the intent of this chapter, the definitions contained in Chapter 114 "Aeronautics," Wisconsin Statutes, and, Chapter 35 "Airport Zoning" and 41, "County Airport," Taylor County Code, are incorporated in this chapter.

(2) Services. Services mean aeronautical services provided by the operators of the Taylor County airport.

(3) Operator. An operator is any lessee of land on the Taylor County airport.

(4) Owner or Lessor. Owner or lessor refers to the Taylor County Board of Supervisors and its representatives including any of its several committees, the airport manager, and employees of the airport.

(5) Aircraft Sales Operator. An aircraft sales operator is a person or persons, firm, or corporation engaged in the sale of new or used aircraft through franchises or licensed

dealership or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or otherwise; and provides such repair, services, and parts as necessary to meet any guarantee or warranty on new or used aircraft sold by him.

(6) Aircraft Engine and Airframe Maintenance and Repair Operator. An aircraft and airframe maintenance repair operator is a person, firm, or corporation providing one or a combination of airframe and power plant repair services; but, with at least one person currently certificated by the Federal Aviation Administration with ratings appropriate to the work being performed. This category of aeronautical services shall also include the sale of aircraft parts and accessories, but such is not an exclusive right.

(7) Aircraft Rental Operator. An aircraft rental operator is a person or persons, firm, or corporation engaged in the rental of aircraft to the public.

(8) Flight Training Operator. A flight training operator is a person or persons, firm, or corporation engaged in instructing pilots in dual and solo flight training, in fixed or rotary wing aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilots' license, and ratings involved.

(9) Aircraft Fuels and Oil Dispensing Operator. An aircraft fuels and oil dispensing operator is a person or persons providing for the sale and into-plane delivery of recognized brands of aviation fuels, lubricants, and other related aviation petroleum products and the servicing of aircraft, including ramp assistance and the parking, storage, and tiedown of aircraft.

(10) Radio, Instrument, or Propeller Repair Operator. A radio, instrument, or propeller repair station operator is a person or persons, firm, or corporation engaged in the business of and providing a shop for the repair of aircraft radios, propellers, instruments, and accessories for general aviation aircraft. This category shall include the sale of new or used aircraft radios, propellers, instruments, and accessories, but such is not an exclusive right. The operator shall hold the appropriate repair shop certificates issued by the FAA.

(11) Aircraft Charter and Air Taxi Operator. An aircraft charter and air taxi operator is a person or persons, firm, or corporation engaged in the business of providing air transportation (persons or property) to the general public for hire, either on a charter basis (commercial operation) or as an air taxi operator, as defined in the Federal Aviation Act.

(12) Specialized Commercial Flying Operator. A specialized commercial flying services operator is a person or persons, firm, or corporation engaged in air transportation for hire for the purpose of providing the use of aircraft for the activities listed below:

- (a) Nonstop sightseeing flights that begin and end at the same airport;
- (b) Crop dusting, seeding, spraying, and bird chasing;
- (c) Banner towing and aerial advertising,
- (d) Aerial photography or survey;

(e) Fire fighting;

(f) Power line or pipeline patrol;

(g) Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

(13) Multiple Services Operator. A multiple services operator shall be one who engages in any two (2) or more of the aeronautical services for which minimum standards have been hereinbefore provided.

(14) Flying Club. A flying club is a Wisconsin corporation or partnership with at least 10 members.

### **36.03 ENFORCEMENT.**

(1) Citations. Pursuant to Section 66.119, Wisconsin Statutes, and Chapter 25, Taylor County Code, a uniform citation may be issued for violations of this chapter by County law enforcement officers. A cash deposit of \$50 may be made in lieu of appearance.

(2) Number of Offenses and Penalties.

(a) Any person, club, firm, or corporation violating any of the provisions of this chapter shall, upon conviction, forfeit not more than \$500 for each offense in addition to the costs of prosecution, and in default thereof shall be imprisoned in the County jail until such forfeiture and costs are paid, but not to exceed 50 days for each violation.

Cross-Reference: Section 114.27, Wisconsin Statutes

(b) A separate offense occurs each day a violation continues.

(3) Violations by a Corporation or Club.

(a) Written Notice. In the event a corporation or club fails to comply with any provisions of this chapter, a County law enforcement officer, airport manager, or other representative of the owner shall notify in writing one of the officers of the corporation or club of such violation.

(b) First Day of Violation. If the corporation or club fails to correct the violation within 15 days, the sixteenth day following receipt of the written notice shall constitute the first day of a violation for purposes of this chapter.

(c) Liability. All officers of a corporation and all members of a club shall be individually and jointly liable for penalties incurred due to violations of this chapter by the corporation or club.

(d) Termination of Lease and Operational Flights. The owner may terminate the lease or operational flights of the corporation or club for violations as provided by Section 36.42 of this chapter.

(4) An application for Operation of a Commercial or Non-Commercial Leasehold shall be approved by the Airport Committee prior to constructing a hanger or conducting any commercial or non-commercial activity at the Taylor County Airport. No person(s), firm or legal entity shall act as an Operator/Tenant or conduct any commercial activity of any kind or nature whatsoever on the Airport until such time as the person(s), firm or legal entity has applied for and received permission to so act. Application for operation of a Commercial or Non-Commercial Leasehold shall be made on a form and in a manner approved by the Taylor County Airport Committee.

History: Created, Ordinance 565, 4/20/2010

## PART I

### MINIMUM STANDARDS FOR OPERATORS

In addition to, and unless otherwise specified in PART II, all operators on the Taylor County airport shall comply with the minimum standards as set forth in this Part.

**36.10 ADDITIONAL STANDARDS.** The owner may impose other requirements or stricter standards upon an operator in addition to those imposed by this chapter.

#### **36.11 GROUND AND FLOOR SPACE.**

(1) Ground Space. An operator shall lease an area of land from the owner comprising not less than 6,500 square feet of ground area.

(2) Floor Space Generally.

(a) An operator shall erect a building or buildings to provide for services offered and which shall meet the minimum floor space requirement set forth in this chapter.

(b) The floor space requirement may be satisfied by one or more attached or separate building or buildings.

(3) Aircraft Storage Space. An operator shall provide for at least 2,000 square feet of floor space for aircraft storage.

(4) Office and Customer Space. An operator shall provide for:

(a) At least 800 square feet of floor space for an office, customer lounge, and rest rooms; and

(b) Telephone facilities for customer use.

#### **36.12 HANGAR BUILDINGS.**

(1) Door. Hangar buildings shall have at least one door with the following minimum, clear area dimensions.

(a) For a hangar with under 2,500 square feet of floor space, a door with a width of 40 feet and height of 10 feet;

History: Amended, Ordinance 564, 4/20/2010

(b) For a hangar with at least 2,500 but less than 4,000 square feet of floor space, a door with a width of 58 feet and height of 10 feet;

History: Amended, Ordinance 564, 4/20/2010

(c) For a hangar with at least 4,000 or more square feet of floor space, a door with a width of 58 feet and height of 15 feet.

(2) Use.

(a) Tenants may perform routine, minor maintenance and repairs on their own aircraft in any facility leased for the purpose of aircraft storage.

(b) The painting of aircraft, welding, engine overhaul, and the use of any electrical devices other than hand-held tools shall be prohibited in hangars.

### **36.13 PARKING, WALKWAYS, AND APRONS.**

(1) Auto Parking. An operator is required to provide parking space within the leased area to accommodate at least four automobiles.

(2) Walkways. An operator is required to provide a paved walkway within the leased area to accommodate pedestrians access to the operator's office.

(3) Aprons. An operator is required to provide a paved aircraft apron within the leased area to accommodate aircraft movement from the operator's building to the taxiway or to provide access to the taxiway that has been or will be provided for the operator.

**36.14 LIABILITY INSURANCE.** When an operator is required to carry a particular type of liability insurance in Part 1, that operator shall carry, in full force and effect at all times when operating upon and from the airport, a policy of liability insurance naming Taylor County, Wisconsin, as a co-insured and shall be for the minimum amount set forth in this section and such amount shall be for each accident.

(1) Aircraft Liability.

(a) \$100,000 for each person and at least \$500,000 for each accident;

(b) Passenger injury in the amount of \$100,000 for each passenger;

(c) Property damage in the amount of \$500,000.

(2) Comprehensive Public and Property Damage Liability.

(a) Bodily injury in the amount of at least \$500,000 for each accident and \$100,000 for each person;

(b) Property damage in the amount of \$500,000.

(3) Hangar Keepers' Liability. \$5,000.

(4) Products Liability. \$500,000.

(5) Student and Renter's Liability. \$100,000.

**36.15 SERVICE HOURS AND PERSONNEL.**

(1) Service Hours. An operator shall have the premises open and services available eight hours daily and five days per week.

(2) Personnel.

(a) Coverage. In addition to certified personnel required in Part II, an operator shall have employed and on duty during service hours, the number of trained personnel required to meet the minimum standards of services provided in an efficient manner.

(b) Certification. Personnel required to hold Federal Aviation Certificates and ratings shall maintain such certificates and ratings.

**36.16 ACCESS TO AIRPORTS FROM RESIDENTIAL PROPERTY.** Taylor County will not permit or enter into any arrangements that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport.

History: Created, Ordinance 576, 5/23/2011

**PART II**

**MINIMUM STANDARDS FOR SPECIFIC OPERATORS**

Unless otherwise specified in this Part, each operator shall comply with the minimum standards set forth in Part 1; and each operator shall comply with the additional minimum standards for that operator as set forth in this Part.

**36.20 AIRCRAFT SALES OPERATOR.**

(1) Liability Insurance. The operator shall carry aircraft and comprehensive public and property damage liability insurance.

(2) Personnel. The operator shall have employed and on duty during service hours at least one person having a current, effective commercial pilot's certificate with single engine and instructor rating.

(3) Services. The operator shall provide necessary and satisfactory arrangements for repair and servicing of aircraft, but only for the duration of any sales guarantee or warranty period. Servicing facilities may be provided through written agreement with a repair shop operator at the Taylor County airport. The operator shall provide an adequate inventory of spare parts for the type of new aircraft for which sales privileges are granted. The operator who is engaged in the business of selling new aircraft shall have available or on call at least one single engine demonstrator.

### **36.21 AIRFRAME AND POWER PLANT REPAIR OPERATOR.**

(1) Floor Space.

(a) In lieu of aircraft storage space, the operator shall provide 2,000 square feet of floor space for airframe and power plant services;

(b) If providing painting services, the operator shall provide 2,000 square feet of floor space for a segregated painting area.

(2) Liability Insurance. The operator shall carry comprehensive public and property damage, hangar keepers' and products liability insurance.

(3) Personnel. The operator shall have employed and on duty during service hours at least one person currently certificated by the Federal Aviation Administration with ratings appropriate to the work being performed and who holds an airframe, power plant, or an aircraft inspector rating.

(4) Services. The operator shall provide sufficient equipment, supplies, and availability of parts equivalent to that required for certification by the Federal Aviation Administration as an approved repair station.

### **36.22 AIRCRAFT RENTAL OPERATOR.**

(1) Floor Space. In lieu of aircraft storage and office floor space, the operator shall provide for at least 2,000 square feet of floor space for aircraft rental.

(2) Liability Insurance. The operator shall carry aircraft, comprehensive public and property damage and student renters' liability insurance.

(3) Personnel. The operator shall have employed and on duty during service hours at least one person having a current commercial pilot certificate with appropriate ratings, including instructor rating.

(4) Services. The operator shall have available for rental, either owned or under written lease to the operator, not less than two certified and currently airworthy aircraft, at least one of which must be equipped for and capable of flight under instrument conditions.

**36.23 FLIGHT TRAINING OPERATOR.**

(1) Office and Customer Floor Space. The operator's 800 square feet for office and customer floor space shall also be for the purpose of providing a classroom and briefing room.

(2) Liability Insurance. The operator shall carry aircraft, comprehensive public and property damage and student and renters' liability insurance.

(3) Personnel. The operator shall have at least one full time and one part-time on-call flight instructor who shall be properly certificated by the Federal Aviation Administration to provide the type of training offered.

(4) Services. The operator shall have available for use in flight training, either owned or under written lease to the operator not less than two properly certificated and airworthy aircraft, at least one of which must be equipped for and capable of use in instrument flight instruction.

**36.24 AIRCRAFT FUELS AND OIL DISPENSING OPERATOR.**

(1) Office and Customer Space. The operator need only provide for at least 400 square feet of office floor space that shall be properly heated and lighted.

(2) Liability Insurance. The operator shall carry comprehensive public and property damage, hangar keepers' and products liability insurance.

(3) Service Hours. The operator shall have his premises open for aircraft fueling and oil dispensing service seven days a week, sunrise to sunset. The operator shall make provision for such service during other times on an on-call basis.

(4) Fuel Equipment. The operator shall provide through ownership or lease at least one 10,000 gallon fuel storage tank at the Taylor County airport and maintain an adequate supply of fuel on hand at all time. The operator shall provide metered filter-equipped dispensers, fixed or mobile, for dispensing fuel. Separate dispensing pumps and meters are required for each grade of fuel.

(5) Minor Repair Service. The operator shall provide such minor repair service that does not require a certified mechanical rating, and cabin services, to general aviation aircraft as can be performed efficiently on the ramp or apron parking area.

(6) Customer Transportation. The operator shall make provision for the transportation of pilots and passengers of transient general aviation aircraft using the operator's facilities and services from and to the operator's office and the Taylor County airport terminal area.

(7) Equipment Maintenance. The operator shall procure and maintain tools, jacks, towing equipment, tire repairing equipment, energizers and starters, heaters, fire extinguishers, and passenger loading steps as appropriate and necessary for the servicing of general aviation aircraft using the airport. All equipment shall be maintained and

operated in accordance with local and state industrial codes and in compliance with OSHA safety standards.

### **36.25 RADIO, INSTRUMENT, OR PROPELLER REPAIR OPERATOR.**

(1) Floor Space. The operator need only provide 2,000 square feet of floor space to hangar at least one aircraft, to house all equipment, and to provide an office, shop, customer lounge, and rest rooms, all properly heated and lighted.

(2) Liability Insurance. The operator shall carry comprehensive public and property damage, hangar keepers' and products liability insurance.

(3) Personnel. The operator shall have employed and on duty during service hours at least one person who is a Federal Aviation Administration-rated radio, instrument, or propeller repairman.

### **36.26 AIRCRAFT CHARTER AND AIR TAXI OPERATOR.**

(1) Office and Customer Space. The operator need only provide 400 square feet of floor space for office, customer lounge, and rest rooms.

(2) Service Hours and Personnel.

(a) The operator shall provide the minimum service hours as required in Part I and shall provide on-call service during other hours.

(b) The operator shall have employed and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category in an efficient manner but never less than at least one Federal Aviation Administration certificated commercial pilot and otherwise appropriately rated to permit the flight activity offered by the operator.

(3) Services. The operator shall provide, either owned or under written lease to the operator, not less than one single-engine, dual-passenger aircraft and one multi-engine aircraft, both of which must meet the requirements of the air taxi commercial operator certificate held by the operator, including instrument operations;

### **36.27 SPECIALIZED COMMERCIAL FLYING OPERATOR.**

(1) Ground and Floor Space. The operator shall be required to lease land from the Taylor County airport and erect a building with minimum floor space as deemed necessary at the time the operator enters into a lease agreement with the owner. Such standards shall be set as necessary to carry on the proposed activity.

(2) Liability Insurance. The operator shall carry aircraft comprehensive public and property damage, and products liability insurance.

(3) Commercial Use of Chemicals. In the case of crop dusting, aerial application or other commercial use of chemicals, the operator shall provide:

(a) A centrally-drained, paved area of less than 2,500 square feet for aircraft loading, washing, and servicing;

(b) Safe storage and containment of noxious chemical material;

(c) Tank trucks for the handling of liquid spray and mixing liquids;

(d) Adequate ground equipment for the safe handling and loading of dusting materials; and

(e) The facilities shall be located on the Taylor County airport to provide the greatest safeguards to the public.

(4) One Airworthy Aircraft. The operator shall provide and have based on his leasehold, either owned or under written lease to the operator, not less than one aircraft which will be airworthy, meeting all the requirements of the Federal Aviation Administration and applicable regulations of the State of Wisconsin with respect to the type of operations to be performed.

(5) Service Contact. In lieu of service hours required in Part 1, the operator shall provide, by means of an office or a telephone, a point of contact for the public desiring to utilize the operator's services.

(6) Personnel.

(a) The operator shall have in his employ during service hours at least one person holding a current Federal Aviation Administration commercial certificate, properly rated for the aircraft to be used and the type of operation to be performed and one other person to assist in the loading and servicing of aircraft.

(b) In the case of crop dusting or liquid aerial application of pesticides, fungicides, defoliants, herbicides or other hazardous materials, the operator and the person applying the materials will be thoroughly trained and licensed in the application of all materials used.

### **36.28 MULTIPLE SERVICES OPERATOR.**

(1) Scope. The minimum standards set forth in this section do not apply to multiple service operators providing fuel and oil dispensing services. Such operators' requirements shall be determined at the time they enter into their lease agreements with the owner.

(2) Ground and Floor Space.

(a) Generally. The operator shall lease from Taylor County an area not less than 10,000 square feet of ground space (6,500 for repair shop only combinations) for aircraft storage, parking, and other use in accordance with the services to be offered, and on which shall be erected a building to provide at least 2,000 square feet (2,000 square feet for repair shop only combinations) for aircraft storage and at least 800 square feet (400 square feet for repair shop only combinations) of floor space for office, customer lounge

and restrooms, which shall be properly heated and lighted, and shall have telephone facilities for customer use.

(b) Flight training. If flight training is one of the multiple services offered, the operator shall provide classroom and briefing room facilities in the aforementioned building.

(c) Commercial Use of Chemicals. If crop dusting, aerial application, or other commercial uses of chemicals are part of the multiple services offered, the operator shall comply with the requirements of Section 36.27(3).

(3) Aircraft Requirements.

(a) Generally. All aircraft shall be equipped and capable of flight to meet the minimum standards as provided in this chapter for each aeronautical service to be performed.

(b) Multiple Uses of Aircraft. Multiple uses can be made of all aircraft except aircraft used for crop dusting, aerial application, or other commercial use of chemicals.

(c) Minimum Number of Aircraft. The operator, except if he is performing combinations of multiple services for which aircraft are not required, shall have available and based at the Taylor County airport, either owned by the operator or under written lease to the operator not less than two certified and currently airworthy aircraft.

(4) Services. The operator shall provide the equipment and services required to meet the minimum standards as provided in this chapter for each aeronautical service the operator is performing.

(5) Liability Insurance. The operator shall carry, as a minimum, that insurance coverage which is equal to the highest individual insurance requirement of all the aeronautical services being performed by the operator.

(6) Service Hours. The operator shall adhere to the hours of operation required for each aeronautical service being provided.

(7) Personnel. The operator shall have in his employ and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards for each aeronautical service the operator is performing as hereinbefore provided. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the operator, except such multiple responsibilities may not be assigned to the Federal Aviation Administration certificated repair stations.

### **36.29 FLYING CLUBS.**

(1) Membership.

(a) Each member of a flying club must be a bona fide owner of the aircraft or a stockholder in the corporation or club.

(b) The club will file and keep current with the owner a complete list of the club's membership and investment share held by each member, as well as the current officers of the club.

(2) Revenue Limitations. The club may not derive greater revenue from the use of its aircraft or other activities than the amount necessary for the actual operation, maintenance, and replacement of its aircraft.

(3) Aircraft. The clubs' aircraft will not be used by other than bona fide members for rental and by no one for hire, charter, or air taxi.

(4) Student Instruction. Student instruction can be given in club aircraft to club members, provided such instruction is given by a lessee based at the airport who provides flight instruction, or by an instructor who shall not receive remuneration in any manner for such service.

(5) Liability Insurance. Each aircraft owned by the flying club must have aircraft and comprehensive public and property damage liability insurance as provided in Part I. The club must also provide student pilot liability insurance in the amount of \$100,000 for each person, \$500,000 bodily injury, and \$500,000 property damage for each accident.

(6) Violations. Violations by a flying club of any provision of this chapter shall be enforced according to Section 36.03 of this chapter.

### **PART III**

#### **LEASE CLAUSES**

##### **36.40 LEASE PROPOSALS.**

(1) Written Proposal. A request to lease land as an operator providing aeronautical services at the Taylor County airport shall be in writing.

(2) Contents of Proposal. The written proposal shall set forth the nature of proposed aeronautical services and the scope of the services to be provided including:

- (a) The services to be offered;
- (b) The amount of land to be leased;
- (c) The building space to be constructed or leased;
- (d) The number of aircraft to be provided;
- (e) The number of persons to be employed;
- (f) The hours of proposed operation;
- (g) The number and types of insurance coverage to be maintained;

(h) Evidence of financial capability to perform and provide the proposed services and facilities.

### **36.41 GENERAL LEASE PROVISIONS.**

(1) Writing. All agreements between Taylor County and an operator covering the performance by an operator of any aeronautical service as hereinbefore provided shall be in writing.

(2) Performance Bond. Lessee shall provide a performance bond insuring the completion of the building to be erected on the leasehold.

(3) Financial Capability. Lessee shall furnish such evidence as may be reasonably requested by Taylor County to show the lessee is financially capable of providing the services and facilities set forth in the lease.

### **36.42 TERMINATION WITH NOTICE FOR VIOLATIONS.**

(1) Owner's Right to Terminate. The owner may terminate any lease and the operational flights of any lessee who violates any provision of this chapter, whether or not the lessee is subsequently convicted, or for any violation of the lease document.

(2) Written Notice.

(a) The owner shall give the lessee at least 15 days written notice prior to any termination being made. If the lessee corrects the violation during the 15-day period, the owner may rescind its decision to terminate the lease or operational flights of the lessee.

(b) No 15-day written notice is required to terminate operational flights when the owner determines that the violation causes immediate danger to the airport, airport users, other operators, or the general public.

### **36.43 MANDATORY LEASE CLAUSES.**

(1) Clauses. Each lease for ground space at the airport entered into by the County shall include:

- (a) Nondiscrimination clauses;
- (b) Affirmative action assurances;
- (c) Nonexclusive rights;
- (d) Other mandated language.

(2) Automatic Amendment. The most current amendment or form of mandatory lease clause as required by the state and federal governments shall automatically be included in each lease at the time of its execution.

**36.44 RECOMMENDED LEASE CLAUSES.** Each lease for ground space at the airport entered into by the County shall include the following clauses unless the representative of the owner deems such clauses unnecessary or inappropriate:

(1) Development of Taylor County Airport Clause. Lessor 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, and without interference or hindrance. If the physical development of the airport requires the relocation of the lessee, the lessor agrees to provide a comparable location and agrees to relocate all buildings or provide similar facilities for the lessee at no cost to the lessee.

(2) Lessor's Rights Clause. Lessor reserves the right, but shall not be obligated to lessee, 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 lessee in this regard.

(3) War or National Emergency. During the time of war or national emergency, lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

(4) Obstruction at Taylor County Airport. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent lessee from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of the lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.

(5) Subordination Clause. This lease shall be subordinate to the provisions of any existing or future agreement between lessor and the United States, or between lessor and the State of Wisconsin, relative to the operation or maintenance of the airport, or related facilities, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport.