

Supplemental Agreement No. 1  
Department of the Army  
License No. DACW17-3-21-0001  
Fort Pierce Harbor Project  
St. Lucie County, Florida

**THIS SUPPLEMENTAL AGREEMENT**, made and entered into between the Secretary of the Army, hereinafter referred to as the Secretary, and **CITY OF FORT PIERCE, FLORIDA**, hereinafter referred to as the Grantee,

**WITNESSETH:**

**WHEREAS**, on the 14<sup>th</sup> day of December 2020, the Secretary, granted to the Grantee, a license to install, use, repair and maintain a concrete walkway/ maintenance track, low level solar lights, benches and trash receptacles on the South Jetty of the Fort Pierce Harbor Project, St Lucie County, Florida; and

**WHEREAS**, the Grantee has requested that this license's term be extended by one (1) year to facilitate the license's renewal prior to its expiration; and

**WHEREAS**, it has been administratively determined to be in the public interest to amend the license and extend its term by one (1) year.

**NOW THEREFORE**, in consideration of the premises and the mutual benefits to be derived, the parties hereto do mutually agree that License No. DACW17-3-21-0001 is hereby amended effective on the date of execution by the Secretary as follows:

1. Condition 1. Term is amended by replacing the existing provision with "This license is granted for a term of six (6) years beginning 14 December 2020 and ending 13 December 2026, but revocable at will by the Secretary, and provided further that this License may be renewed at five (5) year intervals upon review and approval by the U.S. Army Corps of Engineers. This license shall terminate and supersede Department of Army License No. DACW17-3-16-0001."

Except as provided herein, all other terms and conditions of the license shall be and remain the same.

This Supplemental Agreement no. 1 is not subject to Title 10, United States Code, Section 2662.

**IN WITNESS WHEREOF** I have hereunto set my hand by authority/direction of the Secretary of the Army this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
EMMANUEL J. FREEMAN  
Real Estate Contracting Officer  
Deputy Chief, Real Estate Division

**THIS LICENSE** is also executed by the Grantee this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF FORT PIERCE, FLORIDA**

BY: \_\_\_\_\_

TITLE: Mayor

ATTEST:

\_\_\_\_\_  
Linda Cox, City Clerk, Fort Pierce

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
Sara Hedges, City Attorney, Fort Pierce

# CERTIFICATE OF AUTHORITY

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
(Name) (Secretary or Attesting Officer)

of the \_\_\_\_\_, named as grantee/lessee/licensee herein;  
(Agency Name)

that \_\_\_\_\_, who signed this Agreement on behalf  
(Officer Name)

of said \_\_\_\_\_, was then \_\_\_\_\_  
(Agency Name) (Officer Title)

of the Agency; and that said Agreement was duly signed for and on behalf of the  
\_\_\_\_\_ by authority of its governing body and is  
(Agency Name)

within the scope of its statutory powers.

Signed, \_\_\_\_\_  
Secretary or Attesting Officer

(The person that signed the attached instrument cannot sign Certificate)

**This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the Individual signing the attached instrument cannot be the same.**