

Org. 11

SECOND EXTENSION AGREEMENT

THIS IS THE SECOND EXTENSION AGREEMENT dated the _____^{1st} day of
March _____, 2018, between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

UNITED STATES COAST GUARD AUXILIARY FLOTILLA 34, an instrumentality of the Government of the United States, hereinafter referred to as "FLOTILLA 34."

WHEREAS, the parties entered into a Sublease Agreement of a portion of the parcel currently leased by the City from the Florida Inland Navigation District, commonly known as Alsdorf Park, for the purpose of conducting boating safety classes, public education, member training and other activities in support of the missions and operations of the United States Coast Guard, on November 19, 2010, ("Original Agreement"), and approved by City Ordinance No. 2011-8; and

WHEREAS, the parties entered into an Extension Agreement to the Original Agreement on August 26, 2015, and approved by City Ordinance 2015-71, extending the Original Agreement until March 1, 2018; and

WHEREAS, the parties desire to extend the term for an additional five (5) year term ending on March 1, 2023.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and FLOTILLA 34 agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. The Original Agreement effective November 19, 2010, and subsequently amended on August 26, 2015, copies of which are attached hereto and made a part hereof as Composite Exhibit "A," shall be extended for a period of five (5) years from March 1, 2018, pursuant to the terms, conditions and specifications set forth therein.

3. All terms, covenants and conditions contained in the Original Agreement now existing between CITY and FLOTILLA 34, with the exception of the provisions above, shall remain unchanged, and the parties agree to keep, observe and perform all covenants and conditions contained therein.

4. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension had been originally included in the Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Landra M. Moraway

By:

Lamar Fisher
LAMAR FISHER, MAYOR

Shelby R. Bartholomew

By:

Gregory P. Harrison
GREGORY P. HARRISON, CITY MANAGER

Attest:

Asceleta Hammond
ASCELETA HAMMOND, CITY CLERK

(SEAL)

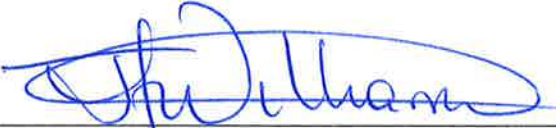
Approved by: *to form*


MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2 day of March, 2018, by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:


NOTARY PUBLIC, STATE OF FLORIDA
Jennette Forrester Williams
(Name of Acknowledger Typed, Printed or Stamped)
FF993881
Commission Number



"FLOTILLA 34":

Witnesses:

**UNITED STATES COAST GUARD
AUXILIARY FLOTILLA 34**

M. Bosanac

M. Bosanac
Print Name

Stu

SCOTT MOORE
Print Name

By: Richard J. Leys

Richard J. Leys
Typed or Printed Name

Title: Flotilla Commander

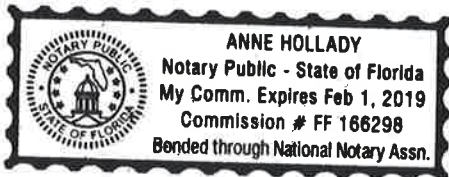
(SEAL)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2 day of February, 2018, by Richard Leys as Flotilla Commander of United States Coast Guard Auxiliary Flotilla 34, an instrumentality of the Government of the United States. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA

Anne Hollady
(Name of Acknowledger Typed, Printed or Stamped)

FF 166298
Commission Number

CONSENT TO EXTENSION OF SUBLEASE

Florida Inland Navigation District (FIND) consents to the Extension Agreement for the subleasing of a portion of parcel MSA 727-B, a more particular description of said portion being attached hereto as Exhibit "C," now occupied by the CITY, under the terms of the Sublease Agreement. This consent is not a waiver of the restriction or limitation on subleasing of the Leased Premises by City without the consent of FIND, and FIND reserves the right to approve any future tenant with whom the CITY desires to make any additional sublease.

Dated this 23rd day of APRIL, 2018.

Witnesses:

[Signature]
[Signature]

Florida Inland Navigation District

By: [Signature]

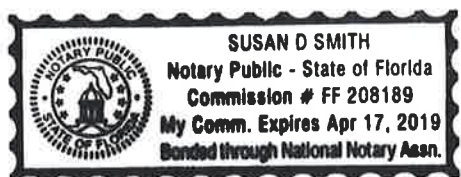
Print Name: Jon Netts
As Chair

(SEAL)

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 23rd day of April, 2018 by JON NETTS, as Chair of Florida Inland Navigation District, an independent special district organized under the law of the State of Florida, on behalf of said District. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

SUSAN D Smith
(Name of Acknowledger Typed, Printed or Stamped)

FF 208189
Commission Number

TAL:jrm
1/19/18
l:agr/rect/2018-382

01/15

ORDINANCE NO. 2015- 71

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN EXTENSION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE UNITED STATES COAST GUARD AUXILIARY FLOTILLA 34, FOR A PORTION OF THE PARCEL CURRENTLY LEASED BY THE CITY FROM THE FLORIDA INLAND NAVIGATION DISTRICT, COMMONLY KNOWN AS ALSDORF PARK; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Extension Agreement for a portion of the parcel currently leased by the City from the Florida Inland Navigation District, commonly known as Alsdorf Park, between the City of Pompano Beach, Florida, and the United States Coast Guard Auxiliary Flotilla 34, a copy of which Extension Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.


SECTION 2. That the proper City officials are hereby authorized to execute said Extension Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 14th day of July, 2015.

PASSED SECOND READING this 28th day of July, 2015.



LAMAR FISHER, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

GBL/jrm
6/15/15
L:ord/2015-349

09.15

EXTENSION AGREEMENT

THIS IS AN EXTENSION AGREEMENT dated the 26th day of August, 2015, between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

UNITED STATES COAST GUARD AUXILIARY FLOTILLA 34, an instrumentality of the Government of the United States, hereinafter referred to as "FLOTILLA 34."

WHEREAS, the parties entered into a Sublease Agreement of a portion of the parcel currently leased by the City from the Florida Inland Navigation District, commonly known as Alsdorf Park, for the purpose of conducting boating safety classes, public education, member training and other activities in support of the missions and operations of the United States Coast Guard, on November 19, 2010, ("Original Agreement"), and approved by City Ordinance No. 2011-8; and

WHEREAS, the parties desire to extend the term to March 1, 2018.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and FLOTILLA 34 agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. The Original Agreement effective November 19, 2010, a copy of which is attached hereto and made a part hereof as Exhibit "A," shall remain in full force and effect except as specifically amended hereinbelow.

3. That the Original Agreement between CITY and FLOTILLA 34 to Sublease a portion of Alsdorf Park, formerly approved by Ordinance No. 2011-8, shall be extended to March 1, 2018.

4. All terms, covenants and conditions contained in the Original Agreement now existing between CITY and FLOTILLA 34, with the exception of the provisions above, shall remain unchanged, and the parties agree to keep, observe and perform all covenants and conditions contained therein.

5. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension had been originally included in the Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Sandra M. Moraway

By:

Lamar Fisher

LAMAR FISHER, MAYOR

Betty J. Moore

By:

Dennis W. Beach

DENNIS W. BEACH, CITY MANAGER

Attest:

Asceleta Hammond
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

Mark E. Berman
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26th day of August, 2015, by LAMAR FISHER as Mayor, ~~DENNIS W. BEACH~~ as City Manager, and ASCELETA HAMMOND as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE874865
Expires 2/14/2017

Krystal Aaron
NOTARY PUBLIC, STATE OF FLORIDA

Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26th day of August, 2015 by **GREG HARRISON**, Assistant City Manager of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE874865
Expires 2/14/2017

A handwritten signature in black ink, appearing to read "Krystal Aaron", written over a horizontal line.

NOTARY PUBLIC, STATE OF FLORIDA

Krystal Aaron

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"FLOTILLA 34":

Witnesses:

UNITED STATES COAST GUARD
AUXILIARY FLOTILLA 34

Mark A. Bendrew

Mark A. Bendrew
Print Name

[Signature]

Melanie Heminger
Print Name

By: Richard J. Leys

RICHARD J. LEYS
Typed or Printed Name

Title: FINANCE OFFICER

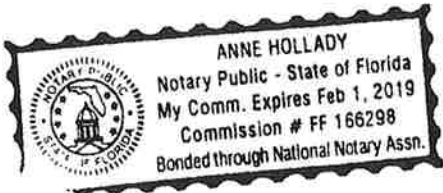
(SEAL)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 29 day of June, 2015, by Richard Leys as Finance officer of United States Coast Guard Auxiliary Flotilla 34, an instrumentality of the Government of the United States. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA

Anne Hollady
(Name of Acknowledger Typed, Printed or Stamped)

FF 166298
Commission Number

CONSENT TO EXTENSION OF SUBLEASE

Florida Inland Navigation District (FIND) consents to the Extension Agreement for the subleasing of a portion of parcel MSA 727-B, a more particular description of said portion being attached hereto as Exhibit "B," now occupied by the CITY, under the terms of the Sublease Agreement. This consent is not a waiver of the restriction or limitation on subleasing of the Leased Premises by City without the consent of FIND, and FIND reserves the right to approve any future tenant with whom the CITY desires to make any additional sublease.

Dated this 18th day of July, 2015.

Witnesses:

[Signature]
John Deank

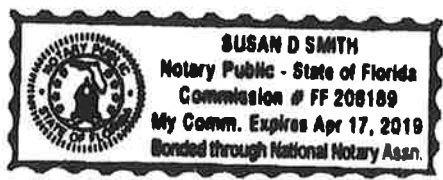
Florida Inland Navigation District
By: [Signature]
Print Name: John Carl Blow
As Chair

(SEAL)

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 18th day of July, 2015 by John Carl Blow, as Chair of Florida Inland Navigation District, an independent special district organized under the law of the State of Florida, on behalf of said District. He/she is personally known to me or who has produced Personally known (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Susan D Smith
(Name of Acknowledger Typed, Printed or Stamped)
FF 208189
Commission Number

GBL/jrm
6/23/15
l:agr/reccr/2015-1065

~~Term Nov 9, 2010~~

~~Nov 8, 2015~~

21

ORDINANCE NO. 2011- 8

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUBLEASE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE UNITED STATES COAST GUARD AUXILIARY FLOTILLA 34, FOR A PORTION OF THE PARCEL CURRENTLY LEASED BY THE CITY FROM THE FLORIDA INLAND NAVIGATION DISTRICT, COMMONLY KNOWN AS ALSDORF PARK; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Sublease Agreement for a portion of the parcel currently leased by the City from the Florida Inland Navigation District, commonly known as Alsdorf Park, between the City of Pompano Beach, Florida, and the United States Coast Guard Auxiliary Flotilla 34, a copy of which Sublease Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Sublease Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 26th day of October, 2010.

PASSED SECOND READING this 9th day of November, 2010.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

EGR/ds
10/7/10
L:ord/2011-11

SUBLEASE AGREEMENT BETWEEN
THE CITY OF POMPANO BEACH
AND
US COAST GUARD AUXILIARY FLOTILLA 34

This Sublease Agreement made and entered into this 19 day of November, 2010, by and between the CITY OF POMPANO BEACH, a municipal corporation (hereinafter referred to as "CITY") and the UNITED STATES COAST GUARD AUXILIARY FLOTILLA 34, an instrumentality of the Government of the United States (hereinafter referred to as "FLOTILLA 34").

WITNESSETH:

WHEREAS, the CITY has entered into a lease agreement with the Florida Inland Navigation District, an independent special district organized under the laws of the State of Florida, (hereinafter "FIND"), relating to the lease by the CITY of that certain parcel of land in Broward County, Florida designated as MSA 727-B, as more particularly described in the lease agreement attached hereto as Exhibit "A" and incorporated herein by reference thereto (hereinafter referred to as the "Lease Agreement"), subject to an easement granted by FIND to the United States for use in connection with the improvement and maintenance of the Atlantic Intracoastal Waterway; and

WHEREAS, said Lease Agreement, dated March 1, 1973, as amended January 29, 1980; November 14, 1997; February 22, 2003; and July 9, 2008, and as extended from time to time by mutual agreement of the Parties, provides for the use of said parcel for recreational and conservation purposes, including, but not limited to the operation of a boat ramp and picnic area; and

WHEREAS, the Lease Agreement provides that no subletting or leasing shall occur and that no structures or improvements of any kind shall be placed upon said parcel of land without the prior written consent of FIND and, further, that any structures or improvements placed thereon with the consent of FIND must be completely removed at no expense to FIND within ninety (90) days after a request by FIND; and

WHEREAS, FLOTILLA 34 wishes to sublease a portion of parcel MSA 727-B, a more particular description of said portion being attached hereto as Exhibit "B" and incorporated herein by reference thereto, for the purpose of conducting boating safety classes, public education, member training and other activities in support of the missions and operations of the United States Coast Guard; and

WHEREAS, the CITY is of the opinion that such use of the portion of parcel MSA 727-B described in Exhibit B hereto by FLOTILLA 34 is in the public interest; and

WHEREAS, written conceptual consent of FIND has been obtained for both the sublease of the parcel and the placement of a modular building on the subleased premises and final

consent shall be obtained upon the execution by both parties of this sublease (hereinafter referred to as "Sublease Agreement");

NOW, THEREFORE, for and in consideration of the promises and benefits flowing through each party, the parties hereto do mutually agree as follows:

1. The above recitals are true and correct and are incorporated herein.
2. The CITY does hereby sublease to FLOTILLA 34 a portion of the leased properties under the Lease Agreement as more particularly described on Exhibit "B" attached hereto and hereinafter referred to as the "Subleased Area." Unless extended or terminated in accordance with the provisions hereof, the term of this Sublease Agreement shall be ~~five (5) years commencing on the date of execution of this document by both parties and ending five (5) years thereafter~~, or such earlier date of termination as shall be agreed to in writing by the CITY and FLOTILLA 34. The Subleased Area is sublet at a yearly rental of one dollar (\$1.00) payable to the CITY upon execution of this Sublease Agreement and thereafter on the 22nd day of September of each year of the Sublease Agreement. ~~The Sublease Agreement may be extended for successive five (5) year terms provided all parties agree in writing to such extensions.~~
3. The Subleased Area and any improvements placed thereon are to be used strictly for the purposes of conducting boating safety classes, public education, member training and other activities in support of the missions and operations of the United States Coast Guard said classes, education, training and activities to be operated and maintained solely by FLOTILLA 34.
4. FLOTILLA 34 shall install and place a modular building structure and the appurtenant improvements, utilities, paths, landscaping, walkways, necessary for the aesthetic use of said structure, on the Subleased Area, subject to the condition that said structure and its appurtenances will be completely removed and said Subleased Area restored to the condition it was in as of the effective date of this Sublease at the expense of FLOTILLA 34 within ninety (90) days after the termination of this Sublease. FLOTILLA 34 agrees to: (1) make said improvements in accordance with applicable City of Pompano Beach Code requirements, including site plan approval, and in compliance with the Florida Building Code, and (2) to meet all applicable permit and inspection requirements. FLOTILLA 34 agrees that it shall bear the sole responsibility for any costs associated with the development, permitting, construction and removal of such structure.
5. The parties agree that this Sublease Agreement shall be subject and subordinate at all times to all of the covenants, agreements, terms, provisions and conditions of the Lease Agreement. Neither the City nor FLOTILLA 34 shall do or permit anything to be done in connection with this Sublease Agreement or FLOTILLA 34's occupancy and use of the Subleased Area which will violate the Lease Agreement. All actions of FLOTILLA 34 shall be consistent with the CITY's obligations under the Lease Agreement.

6. The parties agree that this Sublease may be terminated by ninety (90) days written notice by any party. The City may terminate this Sublease Agreement immediately upon any breach of the terms of this Sublease Agreement by FLOTILLA 34.

7. The City agrees to provide FLOTILLA 34 with four (4) parking permits for use in the metered parking spaces currently existing on the premises covered in the Lease Agreement (Parcel MSA 727-B) by FLOTILLA 34 employees, staff and other representatives for parking of vehicles without trailers at no cost. The parties agree to mutually cooperate with respect to resolving any issue with respect to adequate parking spaces which may be required pursuant to the City's rules and Code of Ordinances. The parties agree and acknowledge, however, that CITY shall not be obligated to expend any sum of money for the purpose of satisfying the parking requirements associated with the modular building structure provided for in this Sublease Agreement and further agree that in the event that additional costs must be expended to satisfy the parking requirements, including but not limited to the restriping, reconfiguration or construction of any ramps on the current parking facility located on the premises covered in the Lease Agreement (Parcel MSA 727-B), the same will be borne entirely by FLOTILLA 34.

8. At the expiration of the term of this Sublease Agreement, unless such term is extended by the parties pursuant to a written amendment hereto and a written amendment extending the Lease Agreement, FLOTILLA 34 will voluntarily vacate the Sublease Area after restoring the same to its condition on the effective date of this Sublease Agreement at the expense of FLOTILLA 34

9. FLOTILLA 34 shall not have the right to sublet all or any part of the Subleased Area or any facilities constructed thereon, or to assign all or any part of the Subleased Area or any facilities constructed thereon, without the prior written consent of the CITY.

10. FLOTILLA 34 agrees to be responsible for and timely pay all utilities in a timely manner in connection with its use of the Subleased Area throughout the term of this Sublease. The City agrees to assist in the cost of connecting the modular building structures to existing utilities for electric, water, and wastewater by providing the necessary labor that is reasonably within the capabilities of the City. The material cost of utilities installation will be the responsibility of FLOTILLA 34. FLOTILLA 34 expressly agrees that it shall be responsible for the cost of any and all plans and permits necessary to make the above-referenced utilities connections.

11. The parties recognize that the Subleased Area is exempt from property taxes in accordance with Florida law and CITY and FLOTILLA 34 shall make all necessary filing to maintain such exemptions. FLOTILLA 34 shall maintain such property tax exemption by continuing to use the Subleased Area to serve a "valid public purpose" within the meaning of Chapter 196, Florida Statutes. In the event that such property tax exemption should be discontinued, FLOTILLA 34 agrees to pay all applicable taxes for the Subleased Area in a timely manner throughout the term of this Sublease.

12. FLOTILLA 34 hereby accepts the Subleased Area in its "as is" condition at the beginning of this Sublease Agreement subject to the use by the United States for spoil disposal in

accordance with the aforementioned easement. The City makes no representations or warranties to FLOTILLA 34 as to the condition of the Subleased Area or as to its habitability or fitness for a particular use or purpose and FLOTILLA 34 assumes all risk with respect to same. FLOTILLA 34 agrees to maintain the Subleased Area in a safe and sanitary and clean condition throughout the term of this Sublease.

13. FLOTILLA 34, as an instrumentality of the United States as set forth in 14 U.S.C. Section 821, does not carry liability insurance, auto insurance or worker's compensation insurance inasmuch as the United States Government "self insures" for such liability exposure. FLOTILLA 34 shall be liable, to the extent provided by the Federal Tort Claims Act, 28 U.S.C. Section 2671 et seq., and shall defend and hold harmless the CITY and FIND, for death, personal injury and damage to property proximately caused by the act or omission of FLOTILLA 34 or its members, assigned to duty and acting within the course and scope of such duty, as set forth in 14 U.S.C. Section 823a, in connection with the use of the modular building to be placed on a portion of the Subleased Area and its appurtenant facilities by FLOTILLA 34 for official Auxiliary purposes.

14. FLOTILLA 34 shall take any and all necessary and reasonable precautions to protect the Subleased Area and any improvements installed thereon from inclement weather and shall exercise appropriate and reasonable precautions to protect said Subleased Area, improvements and environs in the event of severe weather.

15. FLOTILLA 34 agrees to strictly comply with all rules, regulations, ordinances and requirements of the City, the State of Florida, or by a governmental agency having jurisdiction over the Subleased Area.

16. The CITY may enter the premises at any reasonable time, upon adequate notice to FLOTILLA 34 (except that no notice need be given in the case of an emergency) for the purpose of examining and inspecting the Subleased Area.

17. This Sublease Agreement, together with the Exhibits hereto, shall constitute the entire agreement between the parties.

18. This Sublease Agreement shall be enforced and interpreted under the laws of the State of Florida. Venue for all legal actions shall be in Broward County, Florida.

19. This Sublease Agreement shall become effective upon review upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Sublease Agreement on the day and year first above written.

"CITY":

CITY OF POMPANO BEACH

Witnesses:

Christine Wodka

By: [Signature]
LAMAR FISHER, MAYOR

Shelly R. Bartholomew

By: [Signature]
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]

MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved As To Form:

[Signature]

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19 day of November, 2010 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

[Signature]

NOTARY PUBLIC, STATE OF FLORIDA

Mitzi A. Scott

(Name of Acknowledger Typed, Printed or Stamped)



Commission Number

"U.S. Coast Guard Auxiliary Flotilla 34":

Witnesses:

[Signature]
Geoff Moore
Elizabeth Jakobala
Elizabeth Taborda

U.S. Coast Guard Auxiliary Flotilla 34

By: Richard J. Keys, Flotilla Finance Officer for
ROBERT ULSKI

Typed or Printed Name

Title: FLOTILLA COMMANDER

Approved As To Form:

[Signature]
ANDY ANDERSON, US COAST GUARD LEGAL COUNSEL

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

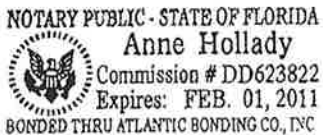
The foregoing instrument was acknowledged before me this 13 day of Oct, 2010 by Richard J. Keys as Flotilla Commander of U.S. Coast Guard Auxiliary Flotilla 34, an instrumentality of the Government of the United States on behalf of said organization. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



Richard Leys

From: Robert Uleski [bobul2004@yahoo.com]
Sent: Tuesday, October 12, 2010 4:01 PM
To: Richard Leys
Subject: Signiture for new Flotilla building lease

Richard,

This email is to authorize you to sign on my behalf for the new Flotilla 3-4 building lease from the city of Pompano Beach.

Thank you,

Bob Uleski, FC
Flotilla 03-04, Pompano Beach
Cell: 954-740-3748

CONSENT TO SUBLEASE

Florida Inland Navigation District (FIND) consents to the subleasing of a portion of parcel MSA 727-B, a more particular description of said portion being attached hereto as Exhibit "B", now occupied by the CITY, under the terms of the foregoing Sublease Agreement. This consent is not a waiver of the restriction or limitation on subleasing of the Leased Premises by City without the consent of FIND, and FIND reserves the right to approve any future tenant with whom the CITY desires to make any additional sublease.

Dated this 16th day of October, 2010.

Witnesses:

[Signature]
[Signature]

Florida Inland Navigation District

By: [Signature]

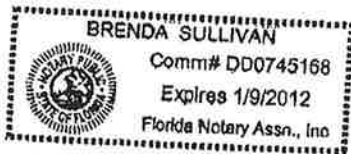
Jerry H. Sansom, Chair

(SEAL)

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 16th day of October, 2010 by Jerry H. Sansom, as Chair of Florida Inland Navigation District, an independent special district organized under the law of the State of Florida, on behalf of said District. He/she is personally known to me or who has produced personally known (type of identification) as identification.

NOTARY'S SEAL:



Brenda Sullivan
NOTARY PUBLIC, STATE OF FLORIDA

Brenda Sullivan
(Name of Acknowledger Typed, Printed or Stamped)

DD 0745 168
Commission Number

EGR
9/13/10
l:agr/recr/2010-1692

Exhibit A

RESOLUTION NO. 2013-279

**CITY OF POMPANO BEACH
Broward County, Florida**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE REINSTATEMENT AND LEASE EXTENSION AGREEMENT NO. 4 BETWEEN THE BOARD OF COMMISSIONERS OF THE FLORIDA INLAND NAVIGATION DISTRICT AND THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That Reinstatement and Lease Extension Agreement No. 4 between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach providing for a five-year extension to the Lease Agreement, approved by Resolution No. 73-49, a copy of which Reinstatement and Lease Extension Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Reinstatement and Lease Extension Agreement No. 4 between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 11th day of June, 2013.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

PLEASE RETURN TO:
Mary L. Chambers, MMC
City Clerk
P.O. Drawer 1300; Suite 253
Pompano Beach, FL 33061

REINSTATEMENT AND
LEASE EXTENSION AGREEMENT NO. 4

WHEREAS, by Lease Agreement dated the 1st day of March, 1973, and amended on the 29th day of January, 1980, the BOARD OF COMMISSIONERS OF THE FLORIDA INLAND NAVIGATION DISTRICT (LESSOR"), an independent district of the State of Florida, did lease to the CITY OF POMPAÑO BEACH ("LESSEE"), a municipal corporation under the Laws of the State of Florida, a parcel of land in the City of Pompano Beach, Broward County, Florida designated as MSA 727B, to permit the use of said parcel for recreational and conservation purposes, subject to all prior rights of LESSOR and the easement of the United States of America for the management of dredge material; and

WHEREAS, by Lease Extension Agreement dated the 14th day of November 1997, the LESSOR and the LESSEE modified and extended the aforementioned lease for an additional term of five (5) years; and

WHEREAS, by Lease Extension Agreement No. 2 dated the 22nd day of February 2003, the LESSOR and the LESSEE modified and extended the aforementioned lease for an additional term of five (5) years; and

WHEREAS, by Lease Extension Agreement No. 3 dated the 9th day of July 2008, the LESSOR and the LESSEE modified and extended the aforementioned lease for an additional term of five (5) years; and

WHEREAS, the Lease, as extended, has lapsed without renewal; and

WHEREAS, the parties desire to reinstate and to extend the term of the Lease for an additional term of five (5) years.

NOW THEREFORE, IT IS AGREED between the parties hereto that subject to the conditions stated herein, the aforementioned Lease Agreement is reinstated and extended for an additional term of five (5) years to March 1, 2018, for use by the LESSEE for recreational and conservation purposes and upon the condition that no structures or improvements of any kind are to be placed on said land without prior written consent of LESSOR and that any structures or improvements placed thereon with LESSOR's consent are to be completely removed at LESSEE's expense within thirty (30) days after request therefor.

In all other respects the terms and conditions of the original Lease Agreement between the parties dated March 1, 1973 and amended on January 29, 1980, the Lease Extension Agreement between the parties dated November 14, 1997, the Lease Extension Agreement between the parties dated February 22, 2003, and the Lease Extension Agreement between the parties dated July 9, 2008 shall remain in full force and effect during this extended term of the Lease.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 24th day of June, 2013.

"LESSOR"

Witnessed and Attested to by:

Florida Inland Navigation District

Brenda Sullivan

David K. Roach
By: David K. Roach, Executive Director

Brenda Sullivan

"LESSEE":

Witnesses:

CITY OF POMPANO BEACH

Betty J. Moses

By: [Signature]
LAMAR FISHER, MAYOR

Shelley R. Bartholomew

By: [Signature]
DENNIS W. BEACH
CITY MANAGER

Attest:

[Signature]
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved by:

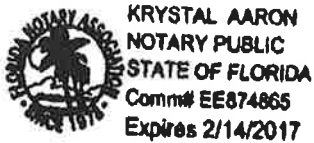
[Signature]
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17th day of June, 2013, by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

jrm
5/30/13
L:agr/recr/2013-1120

3
RESOLUTION NO. 2008-201

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE LEASE EXTENSION AGREEMENT NO. 3 BETWEEN THE BOARD OF COMMISSIONERS OF THE FLORIDA INLAND NAVIGATION DISTRICT AND THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That Lease Extension Agreement No. 3 between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach providing for a five-year extension to the Lease Agreement, approved by Resolution No. 73-49, a copy of which Lease Extension Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.


SECTION 2. That the proper City officials are hereby authorized to execute said Lease Extension Agreement No. 3 between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 10th day of June, 2008.


LAMAR FISHER, MAYOR

ATTEST:


MARY L. CHAMBERS, CITY CLERK

/jlm
3/5/08
1 reso/2008-130

Mary L. Chambers, CMC
City Clerk
City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, FL 33060

LEASE EXTENSION AGREEMENT No. 3

WHEREAS, by Lease Agreement dated the 1st day of March, 1973, and amended on the 29th day of January, 1980, the BOARD OF COMMISSIONERS OF THE FLORIDA INLAND NAVIGATION DISTRICT (LESSOR"), an independent district of the State of Florida, did lease to the CITY OF POMPANO BEACH ("LESSEE"), a municipal corporation under the Laws of the State of Florida, a parcel of land in the City of Pompano Beach, Broward County, Florida designated as MSA 727B, to permit the use of said parcel for recreational and conservation purposes, subject to all prior rights of LESSOR and the easement of the United States of America for the management of dredge material; and

WHEREAS, by Lease Extension Agreement dated the 14th day of November 1997, the LESSOR and the LESSEE modified and extended the aforementioned lease for an additional term of five (5) years; and

WHEREAS, by Lease Extension Agreement No. 2 dated the 22nd day of February 2003, the LESSOR and the LESSEE modified and extended the aforementioned lease for an additional term of five (5) years; and

NOW THEREFORE, IT IS AGREED between the parties hereto that subject to the conditions stated herein, the aforementioned Lease Agreement is extended for an additional term of five (5) years to March 1, 2013 for use by the LESSEE for recreational and conservation purposes and upon the condition that no structures or improvements of any kind are to be placed on said land without prior written consent of LESSOR and that any structures or improvements placed thereon with LESSOR's consent are to be completely removed at LESSEE's expense within thirty (30) days after request therefor.

In all other respects the terms and conditions of the original Lease Agreement between the parties dated March 1, 1973 and amended on January 29th, 1980, the Lease Extension Agreement between the parties dated November 14, 1997, and Lease Extension Agreement between the parties dated February 22, 2003 shall remain in full force and effect during this extended term of the Lease.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 9th day of July, 2008.

Witnessed and Attested to by:

Florida Inland Navigation District

Jan Seaman

David K. Roach
By: David K. Roach, Executive Director

Brenda Sullivan

Stephen S. Kelly

City of Pompano Beach

Stephanie S. McClary

Lamar Fisher
By: Lamar Fisher

Title: Mayor

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Maria H. Saverly
Signature

By: [Signature]
LAMAR FISHER, MAYOR

Shelley R. Bartholomew
Signature

By: [Signature]
KEITH CHADWELL
CITY MANAGER

Attest:
[Signature]
MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As To Form:
[Signature]
GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

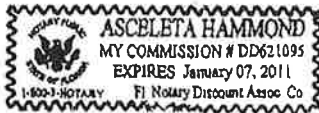
The foregoing instrument was acknowledged before me this 16th day of June, 2007 by **LAMAR FISHER**, as Mayor of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

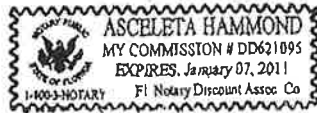


STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of June, 2007 by **KEITH CHADWELL**, as City Manager of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Asceleta Hammond
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond
(Name of Acknowledger Typed, Printed or Stamped)

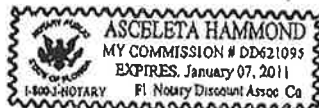
Commission Number

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of June, 2007 by **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Asceleta Hammond
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

01/21/03 5

RESOLUTION NO. 2003- 109

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LEASE EXTENSION AGREEMENT NO. 2 BETWEEN THE BOARD OF COMMISSIONERS OF THE FLORIDA INLAND NAVIGATION DISTRICT AND THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:


SECTION 1: That a Lease Extension Agreement No. 2 between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach providing for a five-year extension to the Lease Agreement, approved by Resolution No. 73-49, a copy of which Lease Extension Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2: That the proper City officials are hereby authorized to execute said Lease Extension Agreement No. 2 between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach.

SECTION 3: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 28th day of January, 2003.


WILLIAM F. GRIFFIN, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

/jrm
1/6/03
l reso/2003-90

LEASE EXTENSION AGREEMENT No. 2

WHEREAS, by Lease Agreement dated the 1st day of March, 1973, and amended on the 29th day of January, 1980, the BOARD OF COMMISSIONERS OF THE FLORIDA INLAND NAVIGATION DISTRICT (LESSOR"), an independent district of the State of Florida, did lease to the CITY OF POMPANO BEACH ("LESSEE"), a municipal corporation under the Laws of the State of Florida, a parcel of land in the City of Pompano Beach, Broward County, Florida designated as MSA 727B, to permit the use of said parcel for recreational and conservation purposes, subject to all prior rights of LESSOR and the easement of the United States of America for the management of dredge material; and

WHEREAS, by Lease Extension Agreement dated the 14th day of November 1997, the LESSOR and the LESSEE modified and extended the aforementioned lease for an additional term of five (5) years.

NOW THEREFORE, IT IS AGREED between the parties hereto that subject to the conditions stated herein, the aforementioned Lease Agreement is extended for an additional term of five (5) years to March 1, 2008 for use by the LESSEE for recreational and conservation purposes and upon the condition that no structures or improvements of any kind are to be placed on said land without prior written consent of LESSOR and that any structures or improvements placed thereon with LESSOR's consent are to be completely removed at LESSEE's expense within thirty (30) days after request therefor.

In all other respects the terms and conditions of the original Lease Agreement between the parties dated March 1, 1973, and amended on January 29th, 1980, and the Lease Extension Agreement between the parties dated November 14, 1997, shall remain in full force and effect during this extended term of the Lease.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 22 day of February, 2003;

Witnessed and Attested to by:

Florida Inland Navigation District

Thomas A. Schubert

Cathleen C. Vogel
By: Cathleen C. Vogel, Chair

Walid Ahmad

City of Pompano Beach

Wm. F. Griffin
By: William F. Griffin

Title: Mayor

Lease Extension Agreement between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Jeanne Beckan
Signature

By: W.F. Griffin
WILLIAM F. GRIFFIN, MAYOR

Shelley B. Bartholomew
Signature

By: C. William Hargett, Jr.
C. WILLIAM HARGETT, JR.,
CITY MANAGER

Attest:
Mary L. Chambers
MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As To Form:

Gordon B. Linn
GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 31st day of January, 2003 by WILLIAM F. GRIFFIN, as Mayor of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

Asceleta Hammond
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



Lease Extension Agreement between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 31st day of January, 2003 by **C. WILLIAM HARGETT, JR.**, as City Manager of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.



Asceleta Hammond
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 31st day of January, 2003 by **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Asceleta Hammond
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Lease Extension Agreement between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach

"FLORIDA INLAND NAVIGATION DISTRICT":

Witness and Attested to by:

FLORIDA INLAND NAVIGATION DISTRICT, through its BOARD OF COMMISSIONERS

Thomas A. Strachan

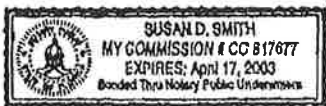
By: Cathleen C. Vogel
Chair

STATE OF FLORIDA

COUNTY OF: Palm Beach

The foregoing instrument was acknowledged before me this 22nd day of February, 2003 by Cathleen C. Vogel Chair of the Florida Inland Navigation District. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Susan D. Smith
NOTARY PUBLIC, STATE OF FLORIDA
Susan D. Smith
(Name of Acknowledger Typed, Printed or Stamped)
CC 817677
Commission Number

RESOLUTION NO. 98- 23

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LEASE EXTENSION AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS OF THE FLORIDA INLAND NAVIGATION DISTRICT AND THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1: That a Lease Extension Agreement between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach providing for a five-year extension to the Lease Agreement, approved by Resolution No. 73-49, a copy of which Lease Extension Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2: That the proper City officials are hereby authorized to execute said Lease Extension Agreement between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach.

SECTION 3: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 28th day of October, 1997.



WILLIAM F. GRIFFIN, MAYOR

ATTEST:


MARY L. CHAMBERS, CITY CLERK

1001
10/28/97
147 3-26

LEASE EXTENSION AGREEMENT

WHEREAS, by Lease Agreement dated the 1st day of March, 1973, the BOARD OF COMMISSIONERS OF THE FLORIDA INLAND NAVIGATION DISTRICT ("LESSOR"), a body corporate under the Laws of the State of Florida, did lease to the CITY OF POMPANO BEACH ("LESSEE"), a body corporate under the Laws of the State of Florida, a parcel of land in Broward County, Florida designated as MSA 727-B, to permit the use of said parcel for boating and recreational purposes, subject to all prior rights of LESSOR and the easement of the United States of America for the disposal of spoil.

IT IS AGREED between the parties hereto that subject to the conditions stated herein, the aforementioned Lease Agreement is extended for an additional term of five (5) years from March 1, 1998 for use by the LESSEE for boating and recreational purposes and uses incidental thereto, and upon condition that no structures or improvements of any kind are to be placed on said land without prior written consent of LESSOR and that any such structures or improvements placed thereon with LESSOR's consent are to be completely removed at the LESSEE's expense within thirty (30) days after request therefor; and

In all other respects the terms and conditions of the original Lease Agreement between the parties dated March 1, 1973 and amended on January 29, 1980, shall remain in full force and effect during this extended term of the Lease.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands, and
seals this 14 day of November, 1997.

Witnessed and Attested to by:

Florida Inland Navigation District

Shirley M. Guffey

Ann Shorstein

By: Ann Shorstein, Chair

Robert E. Quinn

Robert E. Quinn

City of Pompano Beach

William F. Griffin

William F. Griffin

By: William F. Griffin

Title: Mayor

Lease Extension Agreement between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this

14 day of November, 1997.

"LESSOR":

Witnessed and Attested by:

FLORIDA INLAND NAVIGATION DISTRICT

April Boyd

By: Ann Shorstein
Ann Shorstein, Chair

Jimmy K. Kimball

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 14th day of November, 1997 by Ann Shorstein, as Chair of THE FLORIDA INLAND NAVIGATION DISTRICT. ~~He~~she is personally known to me or who has produced _____

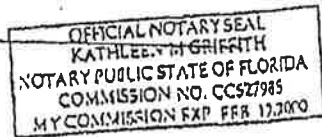
(type of identification) as identification.

NOTARY'S SEAL:

Kathleen M. Griffith
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

Kathleen M. Griffith
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



Lease Extension Agreement between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach

"LESSEE":

Witnesses:

CITY OF POMPANO BEACH

[Signature]

By: [Signature]
William F. Griffin, Mayor

[Signature]

By: [Signature]
C. William Hargett, City Manager

Attest:

[Signature]
Mary L. Chambers, City Clerk

(SEAL)

Approved by:

[Signature]
Gordon B. Linn, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3rd day of November, 1997 by WILLIAM F. GRIFFIN as Mayor of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)



(Name of Acknowledger Typed, Printed or Stamped)

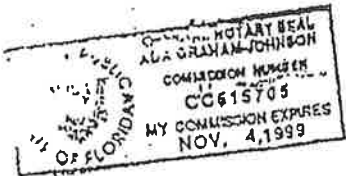
Commission Number

Lease Extension Agreement between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3rd day of November, 1997 by C. WILLIAM HARGETT, JR. as City Manager of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Ada Graham-Johnson
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3rd day of November, 1997 by MARY L. CHAMBERS as City Clerk of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Ada Graham-Johnson
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION DIRECTED TO FLORIDA INLAND
NAVIGATION DISTRICT (FIND) REGARDING SPOILS
AREA LOCATED ON NORTHEAST 14TH ST. CSWY. AT
THE INTRACOASTAL WATERWAY.

WHEREAS, the City desires to improve FIND property located in Pompano Beach at Northeast 14th Street CSWY., known as MSA 727-B, for a boat launch and picnic recreational project;

WHEREAS, the City five year lease on use of said property will expire in November, 1973, and the City seeks a new twenty-five year lease on said property, and,

WHEREAS, FIND encourages the use of spoils land for the general recreational purposes of the community and supports a boat launching project; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1: It is the present intention of the City Commission of the City of Pompano Beach, Florida, to (a) enter into a twenty-five year lease with FIND for use of FIND property MSA 727-B on the same terms and conditions that are provided for in the existing five year lease between FIND and the City; (b) immediately upon said execution proceed with the development of said property in accordance with the attached preliminary drawing; (c) to thereafter submit a final development plan for FIND approval before starting construction.

PASSED AND ADOPTED this 5th day of December, 1972.


J. MAXIM RYDER, Mayor

ATTEST:


JERRY OWEN, City Clerk

LEASE AGREEMENT

FOR

MSA 727-B

THIS LEASE AGREEMENT made this 15th day of March, 1977, between the BOARD OF COMMISSIONERS OF THE FLORIDA INLAND NAVIGATION DISTRICT, a body corporate under the laws of Florida, hereinafter referred to as Lessor, and the CITY OF POMPANO BEACH, a municipal corporation under the laws of Florida, hereinafter referred to as "Lessee",

WHEREAS, the Lessor purchased a parcel of land in Broward County, Florida, designated as MSA 727-B, a description of which is attached hereto as Exhibit "A" and made a part hereof, and a survey or map of said property is also attached hereto and made a part hereof as Exhibit "B", for use by the United States in connection with the improvement and maintenance of the Intra-coastal Waterway from Jacksonville to Miami, Florida, and now holds the title thereto subject to an easement heretofore granted by it to the United States of America for such use; and

WHEREAS, said parcel of land is subject to immediate occupancy and use at any time by the United States pursuant to said easement and the Lessee has requested the Lessor to permit it to use said parcel of land for recreational or conservational purposes subject to said prior right and easement of the United States and to the terms and conditions of this lease; and

WHEREAS, the Lessor is of the opinion that such use by the Lessee is in the public interest and should be granted for a limited term at a nominal rental subject only to the terms and conditions stated herein,

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, it is agreed by the parties hereto:

1. SUBJECT to conditions stated herein, the Lessor does hereby lease the above-mentioned parcel of land as is and in its existing condition to the Lessee for a term of twenty-five (25) years from the date hereof for use by the

On the Beach solely for boating and recreational purposes and upon condition that no structures or improvements of any kind are to be placed upon said land without prior written consent of the Lessor and that any such structures or improvements placed thereon with Lessor's consent are to be completely removed at Lessee's expense within ninety (90) days after request therefor by Lessor.

2. Upon and SUBJECT to the terms and conditions stated herein, which it agrees to perform and abide by, the Lessee does hereby lease said parcel of land from the Lessor and further agrees:

- (a) To accept the leased premises as is and in its existing condition subject to the use by the United States for spoil disposal in accordance with the aforesaid easement.
- (b) To promptly pay in advance the annual rental of ONE DOLLAR (\$1.00).
- (c) Not to permit or suffer any waste in or upon said premises; to strictly comply with any and all rules, regulations and requirements that may be imposed from time to time by virtue of the laws of the State of Florida, or any rules and regulations of any governmental agency having jurisdiction over the leased premises.
- (d) To permit the Lessor, or its duly authorized agents, free access to the leased premises at any and all reasonable times for the purpose of examining and inspecting same.
- (e) Not to assign or sublet this lease, or any portion of the leased premises, without the written consent of the Lessor, except as herein provided.
- (f) Not to permit the use of said premises for purposes other than for recreational purposes as herein provided.
- (g) To make no unlawful, improper, or offensive use of the premises.
- (h) At the termination of this lease, by lapse of time or otherwise, to yield immediate possession to the Lessor.
- (i) To pay any and all taxes levied upon the leased premises during the terms of this lease.

(1) To save the Lessor harmless from and all liability loss, damage, claim, action, costs, and attorney's fees resulting from or caused by any claim, loss, or damage to person or property on or about or by reason of said leased premises.

(2) That, upon the request of the Lessor, the Lessee, the City of Pompano Beach, agrees to remove any and all dredge spoil, placed on MSA's 726, 726B, 726C, and 727C from the Intracoastal Waterway Project, to other locations on city property, at its own expense. (MSA's 726, 726B, and 726C are located immediately south of N.E. 24th Street, and MSA 727C is located immediately north of N.E. 12th Street.)

3. This lease may be terminated by notice in writing by one party thereto to the other upon ninety (90) days notice.

4. The Lessee agrees to save the Lessor harmless from any liability by reason of property damages or personal liability to any person or persons, firm or corporation on or about said premises, and to carry indemnity insurance as protection against said liability for the protection of the Lessor with a reputable insurance company to be approved by the Treasurer of the Lessor, with \$250,000.00 - \$500,000.00 limits, such policies to be deposited with and receipted payment of premiums thereof sent to the said Treasurer during the term of this lease, or any extension thereof. It is also mutually agreed that the policy limits above-referred-to shall be reviewed every five (5) years and, if the Lessor finds the limits inadequate, that they will be increased to an amount satisfactory to the Lessor in order to secure adequate coverage for the protection of the Lessor.

5. This lease supercedes and cancels a previous lease dated November 12, 1968, between the same parties hereto and upon the same property which prior lease ran for a term of five (5) years, and it is mutually agreed by the parties hereto that, upon the execution of this lease, the previous lease shall become null and void, and shall no longer be of any force or effect, and shall be completely cancelled thereby.

IN WITNESS WHEREOF, the parties to hereunto set their hands and seals on the day and year first above written

Signed, sealed and delivered in our presence:

[Signature]

Geo E. Owen

[Signature]

JOHN C. CARTWRIGHT, City Manager

[Signature]
S. CHARLES ADAMS, City Attorney

BOARD OF COMMISSIONERS OF THE
FLORIDA INLAND NAVIGATION DISTRICT

By: [Signature] (Seal)

Attest: [Signature] (Seal)
Secretary

CITY OF POMPANO BEACH

By: [Signature] (Seal)
J. MAXIM RYDER, Mayor

Attest: [Signature] (Seal)
JUNE OWEN, City Clerk

LEASE AGREEMENT

FOR

MSA 727-B

EXHIBIT "A"

MSA 727-B

The Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 30, Township 48 South, Range 43, lying West of the westerly right-of-way of the Intracoastal Waterway as said right-of-way is shown on Page 6-c of Plat Book 17, Broward County Public Records, less and except the South 50 feet thereof.

RESOLUTION NO. 99- 151

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LEASE EXTENSION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND MERRITT'S BOAT AND ENGINE WORKS, INC. FOR LEASE OF LAND LYING UNDER CALIBAN CANAL AND WATER RIGHTS CONNECTED THERETO FOR BOATING, RECREATIONAL, CONSERVATIONAL AND MARINE PURPOSES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pompano Beach held a twenty-five (25) year lease with the Florida Inland Navigation District dated March 1, 1973; and

WHEREAS, the City of Pompano Beach entered into a Lease Extension Agreement with the Florida Inland Navigation District for an additional five (5) year term from March 1, 1998, approved by City of Pompano Beach Resolution No.98-23; and

WHEREAS, the City of Pompano Beach and Merritt's Boat and Engine Works, Inc. are desirous of renewing their Lease for approximately the same period of time commencing January 10, 1999 until February 28, 2003; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1: That a Lease Extension Agreement between the City of Pompano Beach and Merritt's Boat and Engine Works, Inc. providing for an extension to the Lease Agreement, approved by Resolution No. 73-49, a copy of which Lease Extension Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2: That the proper City officials are hereby authorized to execute said Lease Extension Agreement between the City of Pompano Beach and Merritt's Boat and Engine Works, Inc.

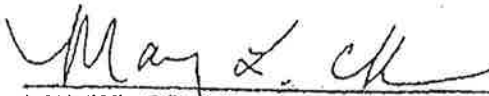
SECTION 3: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 23rd day of March, 1999.



E. PAT LARKINS, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

:amd
3/9/99
!resol99-226a

LEASE EXTENSION AGREEMENT

THIS LEASE EXTENSION AGREEMENT, made and entered into this 23rd
day of March, 1999, by and between:

CITY OF POMPANO BEACH, FLORIDA, a municipal corporation, under the laws of the State of Florida, hereinafter referred to as "LESSEE"

and

MERRITT'S BOAT AND ENGINE WORKS, INC., a Florida corporation, hereinafter referred to as "LESSOR".

WHEREAS, LESSOR holds title to a portion of the property known as the "Caliban Canal", more particularly described in the following:

- #1 That portion of the NE ¼ of the NW ¼ of the SE ¼ lying North of the North line of Rock Road, and lying South of the most Northerly edge of that certain canal (known as the Boar Basin Canal) running East to West through said land, O.R. Book 2312, Page 133, Broward County Records.
- #2 Beginning at the SE corner of the E ½ of the NE ¼ of the NW ¼ of the SE ¼, run North 309.56 feet to the South line of the road right-of-way, then West 31.43 feet, then South 309.56 feet to the Southern boundary, thence East to Point of Beginning, O.R. Book 2312, Page 133, Broward County Records.
- #3 That portion of the NW ¼ of the NE ¼ of the SE ¼ lying West of the right-of-way of the Intracoastal Canal and lying South of the most Northerly edge of that certain canal (known as the Boat Basin Canal) running East to West, through said land from the Intracoastal Waterway. Said parcels lying in Section 30, Township 48 South, Range 43 East, as recorded in O.R. Book 2312, Page 133, Broward County Records.

WHEREAS, LESSEE and LESSOR entered into an agreement to lease the Caliban Canal and said lease was recorded in Official Records Book 5823, page 1653 of the Public Records of Broward County, Florida, hereinafter referred to as "The Lease"; and

WHEREAS, LESSEE has requested LESSOR to continue to permit it to use and lease said parcel of land lying under the Caliban Canal and the water rights connected thereto for recreational or conservational purposes subject to the terms and conditions of this Lease; and

WHEREAS, the Lease gave an option to LESSEE to renew the Lease for the same period of time as any renewed Lease between LESSEE and Florida Inland Navigation District; and

WHEREAS, LESSEE entered into a Lease Extension Agreement with the Florida Inland Navigation District for an additional five (5) year term from March 1, 1998, approved by City of Pompano Beach Resolution No.98-23, and the parties hereto are desirous of renewing the Lease so that both leases will terminate on or about the same time;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreement herein contained, it is agreed by the parties hereto:

1. The Lease Agreement entered into on January 10, 1974 (adopted by City of Pompano Beach Resolution No. 74-296), for the above-mentioned parcel of land lying under the Caliban Canal and the water rights connected thereto is hereby extended for an additional term commencing January 10, 1999 until February 28, 2003 subject to all the terms and conditions set forth in the Lease.

2. All the terms, covenants and conditions contained in the Lease, a copy of which is attached hereto and made a part hereof, with the exception of the provision of the extension herein granted, shall remain unchanged and the parties agree to keep, observe and perform all covenants and conditions contained therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

"LESSOR":

Signed, sealed and delivered
in the presence of:

MERRITT'S BOAT AND ENGINE WORKS, INC.

Christine Mercure
Christine Mercure
Typed, Stamped or Printed Name

By: [Signature]
Roy Merritt
Typed, Stamped or Printed Name

Anita Garvey
ANITA GARVEY
Typed, Stamped or Printed Name

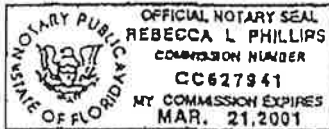
Title: Vice-President

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12 day of March, 1999 by Roy Merritt as Vice-President of the MERRITT'S BOAT AND ENGINE WORKS INC., a Florida corporation on behalf of said corporation. He/she is personally known to me or who has produced personally known (type of identification) as identification.

NOTARY'S SEAL:



Rebecca L. Phillips
NOTARY PUBLIC, STATE OF FLORIDA

REBECCA L. PHILLIPS

(Name of Acknowledger Typed, Printed or Stamped)

CC627941
Commission Number

"LESSEE"

Witnesses:

CITY OF POMPANO BEACH

Deborah Hammond

By: E. Pat Larkins
E. PAT LARKINS, MAYOR

Shelby R. Bartholomew

By: C. William Hargett, Jr.
C. WILLIAM HARGETT, JR.
CITY MANAGER

Attest:

Mary L. Chambers
MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved by:

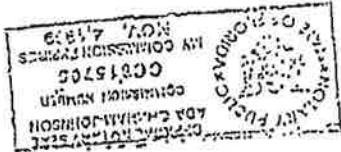
Gordon B. Linn
GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26th day of March, 1999, by E. PAT LARKINS, as Mayor of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation, and who is personally known to me.

NOTARY'S SEAL:

John Graham Johnson
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)



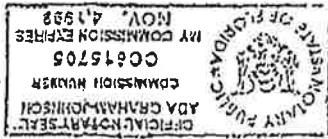
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26th day of March, 1999 by C. WILLIAM HARGETT, JR., as City Manager of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



ADA Graham Johnson
NOTARY PUBLIC, STATE OF FLORIDA

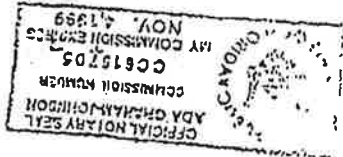
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26th day of March, 1999 by MARY L. CHAMBERS as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



ADA Graham Johnson
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

GBL:amd
3/19/99
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EXHIBIT B TO LICENSE AGREEMENT

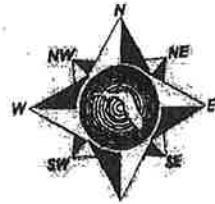
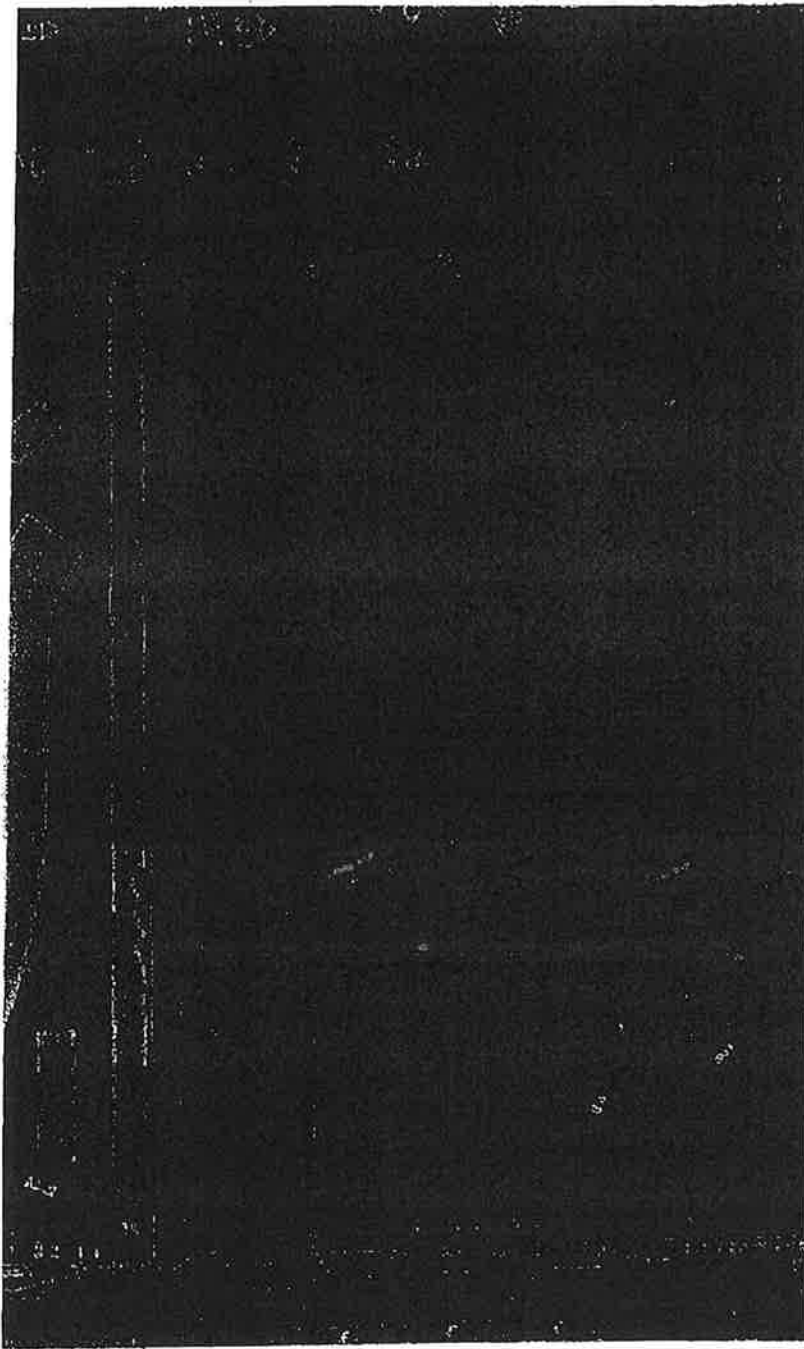
Revised 11/13/10

A parcel of land lying in the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 30, Township 48 South, Range 43 East, Broward County, Florida. Said parcel is more fully described as follows;

Commencing at the Northwest corner of the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 30, Township 48 South, Range 43 East, proceed Southerly along the West line of said the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 30, a distance of 120 feet, thence Easterly along a line 120 feet South of, and parallel to, the North line of said Southeast Quarter a distance of 40 feet to the Point of Beginning. Continue Easterly for a distance of 36 feet and thence Southerly for a distance of 56 feet along a line 76 feet East of, and parallel to, the West line of said Southeast Quarter.

Thence proceed Westerly for a distance of 36 feet along a line 176 feet South of, and parallel to, the North line of said Southeast Quarter.

Thence proceed Northerly for a distance of 56 feet along a line 40 feet East of, and parallel to, the West line of said Southeast Quarter to the Point of Beginning.



DELIVERY ROUTE FOR 12' WIDE MODULAR SECTIONS

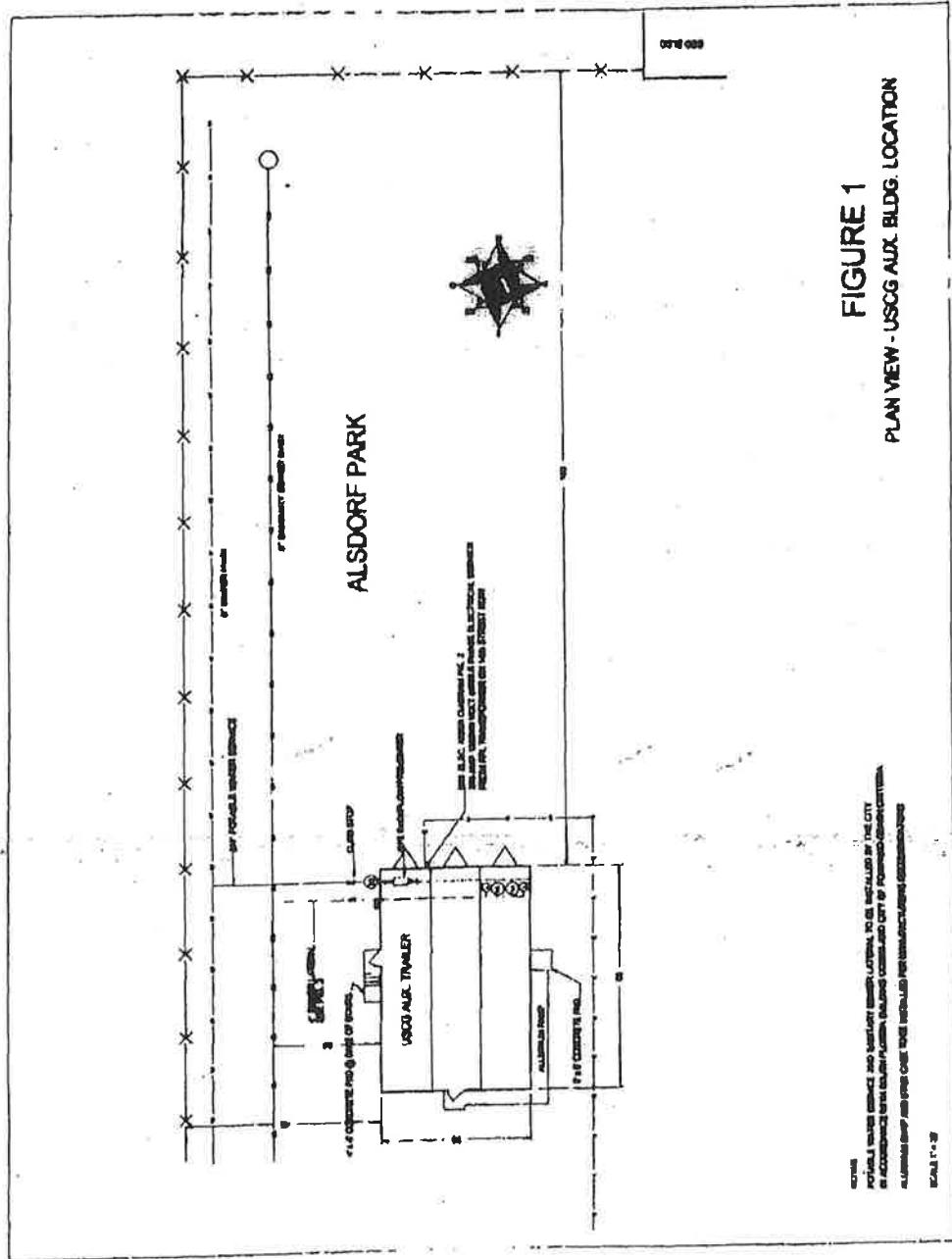
NOTES:

THE NW CORNER OF THE BUILDING TO BE LOCATED 40' EAST OF THE WESTERN PROPERTY LINE AND 50' SOUTH OF THE FENCE EXTENDING WEST FROM THE BSO BLDG.

SCALE 1" = 100'

AERIAL PHOTO 1
USCG AUX. MODULAR BLDG. LOCATION
ALSDORF PARK, POMPANO BEACH

REVISED 10/13/10





**7th DISTRICT AUXILIARY STAFF LEGAL OFFICER
Suite 300, 200 S. Biscayne Blvd, Miami FL 33131**

Mr. Eddie Beecher
Risk Manager
City of Pompano Beach
101 West Atlantic Blvd
Pompano Beach, FL 33060

12 July 2010

RE: License Agreement with U. S. Coast Guard Auxiliary Flotilla 34

Dear Mr. Beecher:

I am the Staff Legal Officer for the U. S. Coast Guard Auxiliary in the Seventh Coast Guard District based in Miami, Florida. I am the attorney assigned by the Seventh Coast Guard District Auxiliary Commodore, Donald Fransch, to assist Flotilla 34 in facilitating the placement of their new modular building.

Your e-mail of 9 July 2010 indicates that you believe it necessary that language be inserted into the DRAFT License Agreement Between the City of Pompano Beach and U.S. Coast Guard Flotilla 34 to reflect that Auxiliary Flotilla 34 must have and maintain liability, auto and worker's compensation insurance as part of their agreement with the City of Pompano Beach as well as to provide the City of Pompano Beach with evidence of such coverage.

The United States Coast Guard Auxiliary is the uniformed, civilian, volunteer organization created by Act of Congress to support the operations of the U. S. Coast Guard. Congress has further provided, in 14 U.S. Code § 821, that each organizational element or unit of the Auxiliary organization shall, except when acting outside the scope of their authority, at all times be considered an instrumentality of the United States for purposes, *inter alia*, of the Federal Tort Claims Act, the Military Claims Act, the Admiralty Extension Act, the Suits in Admiralty Act, and the Public Vessels Act.

The mission of the Coast Guard Auxiliary is to assist the U. S. Coast Guard, as authorized by the Commandant, in performing any Coast Guard function, power, duty, role, mission or operation authorized by law. Accordingly, each organizational element and unit of the Auxiliary, specifically including Flotilla 34, is an instrumentality of the United States whenever engaged within the scope of duties, missions and activities authorized by the Commandant of the Coast Guard. That includes the conduct of boating safety, public education and other authorized activities at the modular building to be placed on MSA-727B.

Members of the Coast Guard Auxiliary, specifically including members of Flotilla 34, while assigned to duty, are, pursuant to 14 U.S. Code §823a, deemed to be Federal employees for the purposes, *inter alia*, of the Federal Tort Claims Act, the Military Claims Act, the Admiralty Extension Act, the Suits in Admiralty Act, the Public Vessels Act and all other matters related to third party civil liability. A member of the Coast Guard Auxiliary, while assigned to duty, shall

also be deemed to be a person acting under an officer of the United States or an agency thereof for purposes of Title 28, U. S. Code, § 1442(a)(1).

Thus, no liability insurance, auto insurance or worker's compensation insurance is necessary or required. The organizational elements of the Coast Guard Auxiliary, including Flotilla 34, as instrumentalities of the United States, and its members, acting within the course and scope of their assignment to duty, are "self insured" by the United States Government. As such, the Auxiliary and its members are precluded from obtaining liability insurance, auto insurance or worker's compensation insurance inasmuch as any third party liabilities that they may incur while acting within the course and scope of the performance of duty assignments are covered by the United States Government to the extent authorized and provided by the Federal Tort Claims Act and similar legislative enactments waiving the sovereign immunity of the United States.

Neither the U. S. Coast Guard Auxiliary, as an instrumentality of the United States, nor members of the Auxiliary assigned to duty, in their capacity as Federal employees as set forth above, can be properly required to obtain or produce evidence of such insurance in order to be able to engage in the activities authorized by Congress necessary to carry out their assignment to duty, functions and activities in support of the missions and operations of the United States Coast Guard.

However, we appreciate your concerns. Accordingly, we are willing to agree to the inclusion of the language set forth below in the License Agreement which we believe should satisfy your concerns:

Flotilla 34, as an instrumentality of the United States as set forth at 14 U.S. Code § 821, does not carry liability insurance, auto insurance or worker's compensation insurance inasmuch as the United States Government "self insures" for such liability exposures. Flotilla 34 shall be liable, to the extent provided by the Federal Tort Claims Act, 28 U.S. Code § 2671 et seq., and shall defend and hold harmless the City of Pompano Beach, for death, personal injury and damage to property proximately caused by the act or omission of Flotilla 34 or its members, assigned to duty and acting within the course and scope of such duty, as set forth in 14 U.S. Code § 823a, in connection with the use of a modular building to be placed on a portion of MSA-727B and its appurtenant facilities by Flotilla 34 for official Auxiliary purposes.

We trust that this language will adequately address your concerns. Hopefully we can now move forward promptly to conclude the License Agreement and finalize the arrangements for Flotilla 34 to place their modular building on the designated portion of MSA-727B.

Page Two, Staff Legal Officer Letter dated 24 May 2010

Please to don't hesitate to contact me if you have any questions or wish to discuss anything in more detail. You may contact me at 305-372-9044, 304-773-1208 or by e-mail at the address transmitting this letter. I look forward to receiving the License Agreement in the very near future.

Yours truly,

Andrew W. Anderson
Commander, U. S. Coast Guard RET
Auxiliary Staff Legal Officer