

Proposed Lease in Gulf County



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Division of Aquaculture
Aquaculture Parcel Resource Assessment
Gulf County
10/06/2020

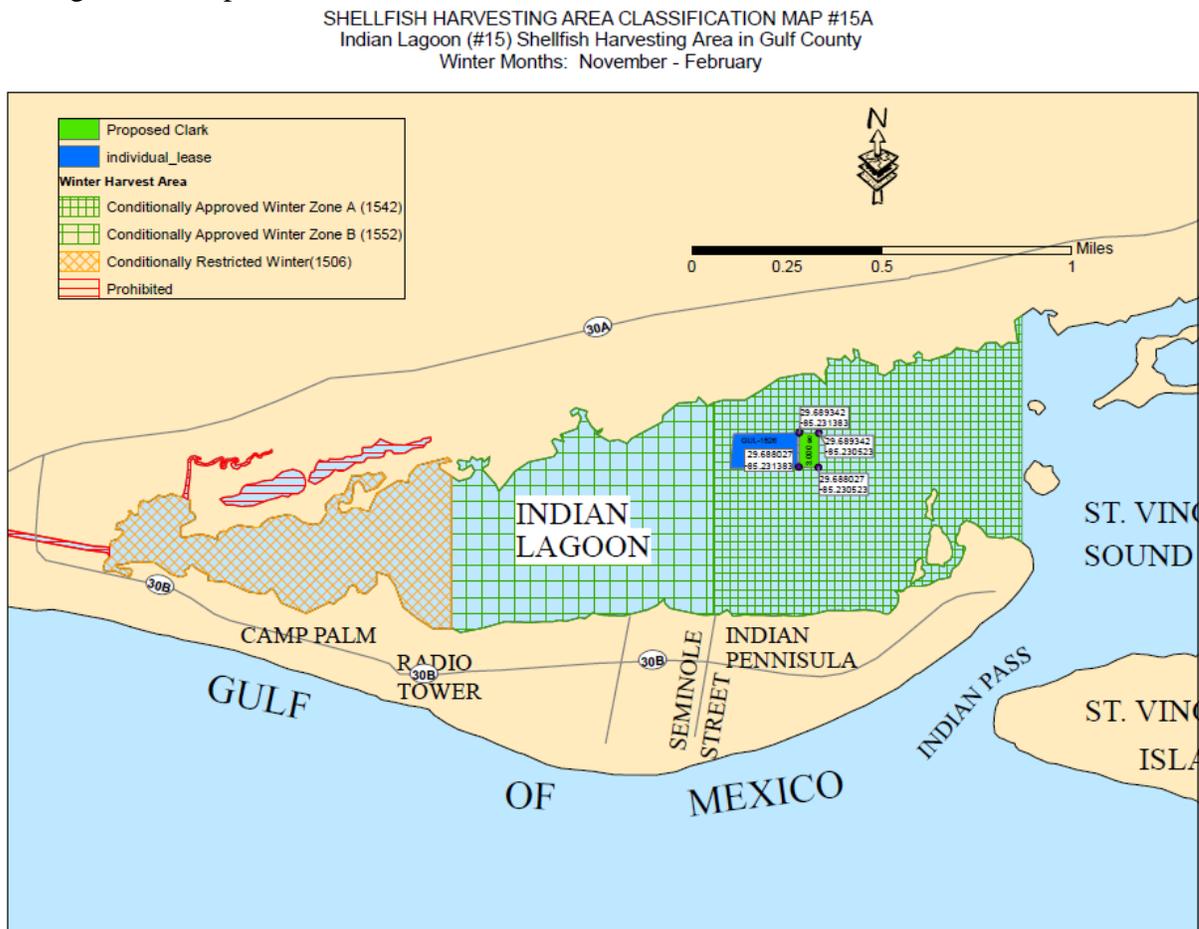
Introduction

Connor Clark has proposed a 3-acre parcel, to be utilized for water column oyster aquaculture in Indian Lagoon, Gulf County, Florida. The location is not in an aquatic preserve. Division staff initially assessed a 5-acre parcel and amended the coordinates out in the field.

Site Location

The site is in Indian Lagoon, Conditionally Approved Winter Zone B Shellfish Harvesting Area #1542 (Figure 1). There is an active lease site (Gul-1526) directly West of the proposed parcel, where a 25-foot easement was established between the 2 parcels. There are also 2 recently approved parcels on the Southern shoreline of shellfish harvesting area #1542 (Gul-200 and Gul-201).

Figure 1. Location of the proposed Clark site in Indian Lagoon, with reference to the existing Gul-1526 parcel.



C:\GIS\Shellfish\cengulfmaps\indlag.mxd Rev. 03/11 FINAL

Site Assessment

The original proposed site encompassed approximately 5 acres and is near the northern shoreline of Indian Peninsula. Visibility from the surface was one foot. The substrate consisted of soft mud throughout the parcel. The assessment was conducted on October 5, 2020 by boat utilizing poling. Four transects were conducted around the perimeter and two center transects from corner to corner (Figure 2). Depths during the assessment ranged from one to four feet throughout the parcel. There is an active water column lease (Gul-1526) to the west. The northern shoreline is approximately 700 feet. There is also a navigational channel to the south approximately 209 feet away. A small oyster reef was found within the original parcel coordinates. The applicant wants to proceed with the same location and minimize the parcel to 3 acres in order to avoid the oyster reef. The amended 3-acre parcel will then be 74 feet away from identified oyster habitat (Figure 3). The proposed parcel is within Gulf Sturgeon critical habitat and the applicant will be using longline gear.

Amended 3-acre Site GPS Coordinates and Depths:

NW Corner: 29.68942 / -85.231383	3 feet
NE Corner: 29.689368 / -85.230550	3.5 feet
SW Corner: 29.688049 / -85.230490	2.5 feet
SE Corner: 29.688027 / -85.231383	4 feet

Recommendations:

After review of the pertinent information, Division staff recommends approval of the amended 3-acre parcel.

Comments:

The Division seeks to preclude impacts to seagrass beds and other sensitive habitats. Division staff could make an accurate assessment of the proposed lease area as well as adjacent areas. A 50-foot buffer around the parcel was assessed with no critical habitats found. This area does not have a lot of boat traffic or commercial and recreational fishing and is approximately 500 feet north of the newly approved leases to the south, leaving ample area for navigation between the lease areas. The parcel was amended to avoid impacts to the oyster reefs found during the assessment.

Figure 2. Site Assessment

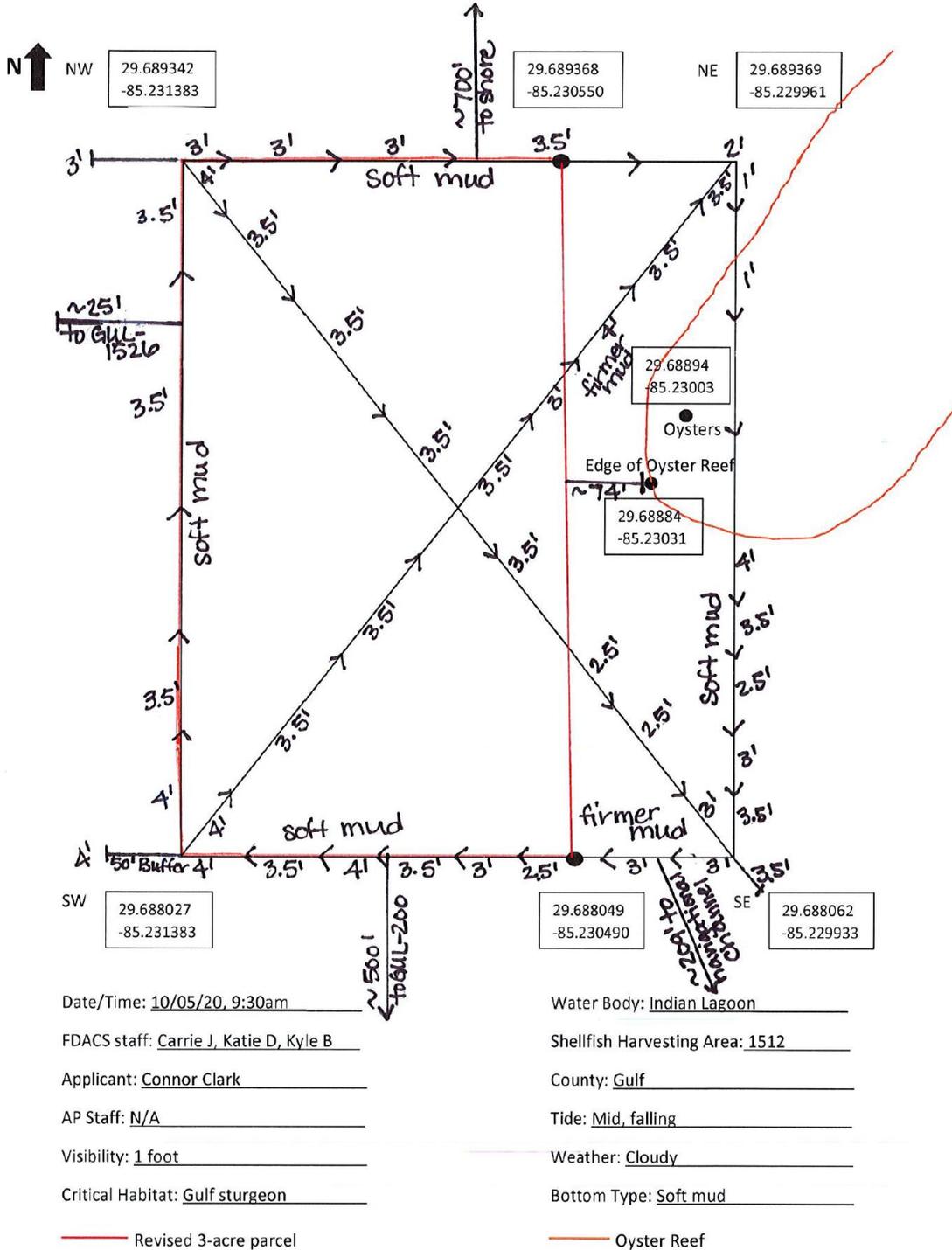
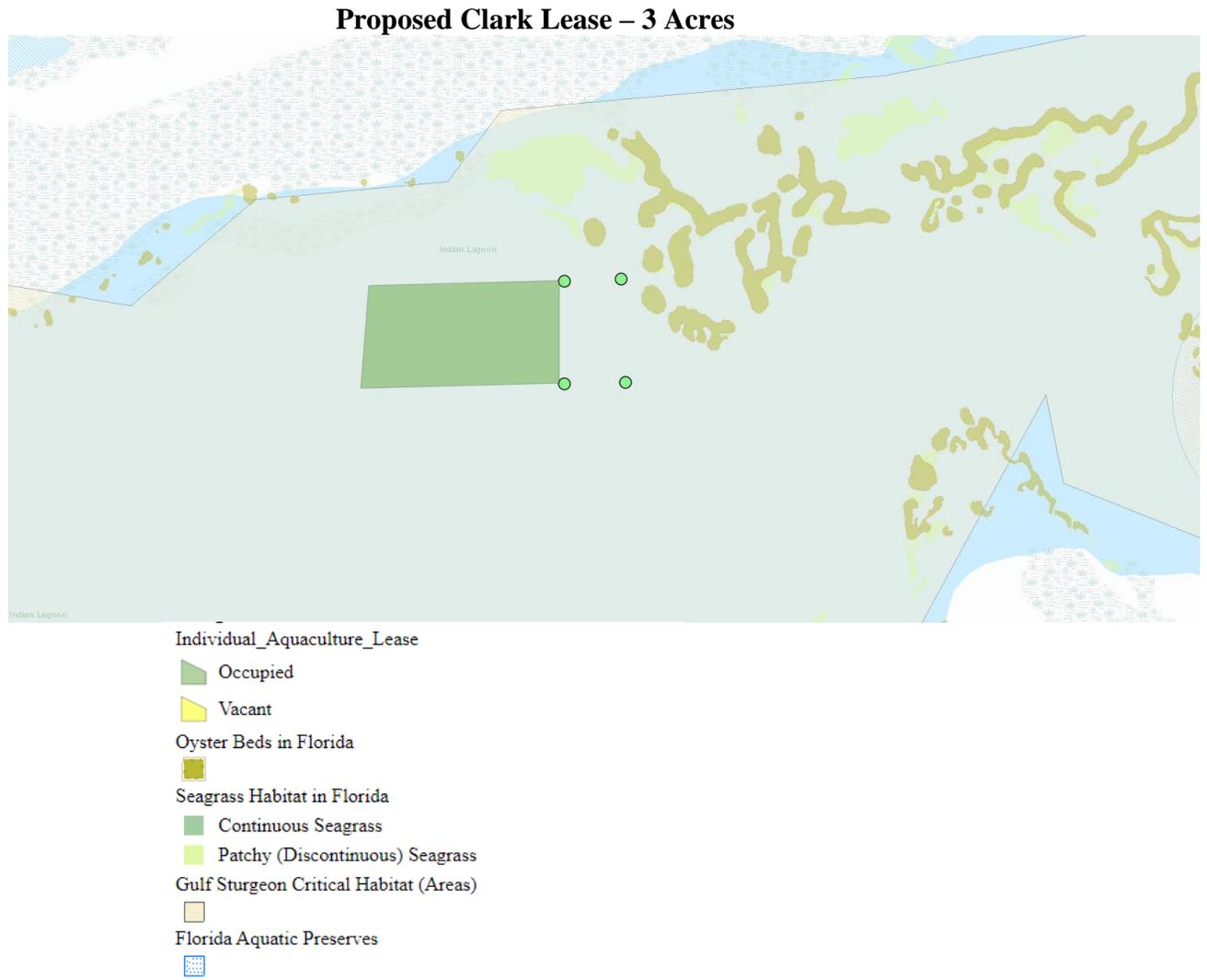


Figure 3. Critical habitat map.





Florida Department of Agriculture and Consumer Services
Division of Aquaculture

NICOLE "NIKKI" FRIED
COMMISSIONER

**APPLICATION FOR A STATE-OWNED
SOVEREIGNTY SUBMERGED LAND
AQUACULTURE LEASE**

Section 253.69, Florida Statutes – Rule 18-21.021, F.A.C.

Application No. _____ (Official Use Only)

Please Type or Print Legibly

PART I - Applicant Information

Name: William Connor Clark

Company Name: William Connor Clark

Lease Title: William Connor Clark

Aquaculture Certificate of Registration Number: _____

Address: 65 Avenue E

City: Apalachicola State: FL Zip: 32320

Telephone Number: 850-323-1818 Fax Number: _____

E-Mail Address: willclark5793@gmail.com

I certify that I am 18 years old or older (please initial): WCC

Describe your capability to conduct your proposed aquaculture activities (including training, experience and education that you have obtained or will obtain).

I have been performing extensive online research about off-bottom oyster farming. I also have ten plus years of experience with oyster shucking, giving me the ability to know what a good quality cupped oyster looks like. I intend to go on ride-alongs with local oyster farmers, continue online research, and attend classes on oyster aquaculture.

PART II- Parcel/Site Information

- Bottom Lease (use of up to 6 inches off the bottom)
- Water Column Lease (use of the full water column) Please contact the division to determine if the parcel can be issued for full water column usage.

A. Existing/Approved Parcels

County N.A.

Aquaculture Use Zone N.A.

Parcel # N.A. Alternate Parcel # N.A.

You may enter an alternate parcel in case your first choice is already taken.

Remit payment of application fee of \$200.00 by check or money order to:
Florida Department of Agriculture & Consumer Services
P. O. Box 6700
Tallahassee, FL 32314-6700

Org. Code: 42150300000
EO A2
Object Code: 001237 \$200.00

Lease Title: A lease can be issued to persons or to a company or LLC. Please use the full legal name for a lease to be issue in a personal name. If entering a company or LLC name, please provide incorporation or registration documentation as proof that the business entity is registered and that you are authorized to conduct business on behalf of the entity.

B. New Site (for newly proposed areas, complete section B)

County Gulf

Water body Indian Lagoon

Size of Proposed Lease Area³ _____ acres

Shallowest water depth at mean low water³ _____ feet

Deepest water depth at mean low water⁴ _____ feet

Average tidal range in area¹⁻² _____ feet

Shellfish Harvesting Area (SHA) 1542/1512

Do you own the riparian upland property?

Yes No

If "yes" please attach a copy of the warranty deed and complete the following:

Linear feet of waterfront property: N.A.

Local zoning and specific use: N.A.

If "no" please describe the location of access to the proposed lease site.

Indian Pass boat ramp and Indian Pass campground boat ramp

Approx. distance to nearest shoreline Marsh (750'), Upland (1500') _____ feet

For areas within 500 feet of a riparian landowner, a list of the names and addresses of each owner of property lying within 500 feet of the proposed area, as shown on the latest county tax assessment roll is required to be included in this application package.

Corner coordinates for proposed area in Decimal Degrees (DD.ddddd):

NE	<u>29.689368</u>	<u>-85.230550</u>
SE	<u>29.688049</u>	<u>-85.230490</u>
NW	<u>29.689342</u>	<u>-85.231383</u>
SW	<u>29.688027</u>	<u>-85.231383</u>

A vicinity map of the proposed area is required to be included in this application package. The vicinity map may be hand drawn or computer generated.

See Attachment 1 for guidance and at a minimum include the following items in the diagram:

- Legend with applicant name, county, water body and date.
- Label the dimensions of the proposed area.
- Include corner GPS coordinates in Decimal Degrees.
- Illustrate any natural resources adjacent to the proposed site.
- Illustrate any boat navigation channels or paths in the immediate vicinity of the area.

Describe the substrate/bottom composition at the proposed site (i.e., sand, silt, mud, etc.).

Bottom composition of the site is mud.

For newly proposed site, mail completed application to:
Division of Aquaculture
Attention: Portia Sapp
600 South Calhoun Street, Suite 217
Tallahassee, Florida 32399-1300
or transmit via email to
Portia.Sapp@FDACS.gov

NO APPLICATION FEE IS DUE AT THIS TIME.

For the SHA code, please visit our website at:

<https://www.FDACS.gov/Agriculture-Industry/Aquaculture/Shellfish-Harvesting-Area-Classification/Shellfish-Harvesting-Area-Maps>

Proposed shellfish leases must be sited in Approved or Conditionally Approved waters.

Briefly describe your reasons for selecting the proposed site (i.e., substrate type, location, water quality, etc.). The proposed area selected should have minimum environmental, social and use impacts (e.g., seagrasses, natural shellfish resources, navigation, recreation and commercial uses, etc.).

Proposed leases is adjacent to existing Ward lease, suggesting that area should have minimum environmental impact. Location is also shallow, which lends to good oyster production. Indian Lagoon has a history of producing good quality oysters through its balanced water quality.

List any recreational and commercial uses of the proposed area (e.g., fishing, tourism, etc.).

No recreational or commercial uses exist for the proposed area.

Describe the potential impacts of the proposed use on the ecology of the area (including fish habitat, threatened and endangered species and other natural resources).

Oysters are natural filter feeders, which prevents from the surface of the water becoming brackish. Brackish water has been shown to inhibit natural fast avoidance fish behavior from predators.

The poles and bags will provide shade and cover for fish species in the area as well.

Provide a statement explaining why the lease is in the public interest or is not contrary to the public interest.

With depletion of Apalachicola Bay oyster stocks, it is in the public interest to provide a local source of oysters to supply local retailer demand.

For dock applications, describe any aquaculture-related structures proposed (a detailed and dimensioned site plan is required pursuant to subsection 18-21.021(1) (d) (3), Florida Administrative Code).

N.A.

PART III-Lease Development Plan (complete this section for all applications)

Proposed aquaculture activities are (check only one):

Commercial Experimental

Product(s) to be cultivated:

(Please check all that apply)

- Hard Clam (*Mercenaria spp.*)
 Sunray Venus Clam (*Macrocallista nimbosa*)
 Eastern Oyster (*Crassostrea virginica*)
 Live Rock
 Other _____

Describe the aquaculture activities to be conducted including planting and harvesting activities.

Applicant will have a boat outfitted for aquaculture. It is intended to use the floating bag method for the lease. Boat will be equipped with sieves and a tumbler in order to manage size and encourage growth of a cup oyster. Following harvest, oysters will be kept cool as per Florida time-temperature rules. Oysters will then be washed, placed into 100 count bags, and stored in a cool room until ready for sale. Product will be marketed primarily to the seafood retailers within Gulf/Franklin and Bay county areas.

Effective cultivation is required to be performed on all aquaculture leases. Minimum effective cultivation is the planting of 100,000 seed clams or 70,000 seed oysters per acre per year. Provide below a detailed business development plan including the amount of product to be planted and harvested each year throughout the term of the lease (Year 1-Year 10).

Year 1 ****See Extra Page Attached**** _____

Year 2 _____

Year 3 _____

Year 4 _____

Year 5 _____

Year 6 _____

Year 7 _____

Year 8 _____

Year 9 _____

Year 10 _____

Describe the supply source of seed stock or rock products.

Seed stock will be acquired from state approved hatcheries. Specific locations will vary depending on availability.

Describe the distribution of the product after harvest.

Once oysters are harvested and cool, they will be placed into 100 count bags. Oyster orders will be transported via refrigerated truck to local seafood retailers.

PART IV- Proposed Gear (complete this section for all applications)

Describe the maximum dimension (length x width x height) and characteristics of the gear to be used (material type, wire gauge, brand, etc.).

Floating bags measure 33"X18"X12" in length, width, and height respectively. They are typically made of a Vexar™ type plastic mesh with floats attached to each side. These floats allow for the farming material to be an off-bottom form of oyster farming. Bags are attached to tandem long-lines called runs. Each run holds approximately 200 bags. Each bag has a growout capacity of 150 oysters.

Atlantic Aquaculture Supply and Chesapeake Bay Oyster Company are a couple companies being considered for gear supplementation.

A cross section diagram of the proposed area is required to be included in this application package. See Attachment 2 for guidance and at a minimum include the following items in the diagram:

- Legend with applicant name, county, water body and date.
- Label the dimensions of the proposed area with GPS coordinates in Decimal Degrees.
- Water depth at Mean High Water and Mean Low Water.
- Location and number of proposed gear and support poles.

Images or sketches of proposed structures for aquaculture production are required to be included in this application package. This includes all cages, bags, anchors etc. See Attachment 3 for guidance.

The leaseholder is responsible and liable for equipment and gear placed on the lease. All off bottom gear must be permanently and individually marked with the name of the leaseholder. Additionally all gear must be properly disposed of following use or displacement off the lease. Please provide a description of marking methods for off bottom gear and a gear recovery plan to meet these requirements.

****See Extra Page Attached****

Additional Information

- I understand prior to signing the lease agreement, it is my responsibility to read and comply with all terms and conditions of the lease agreement.
- I understand that upon final approval of a new lease area, I will be responsible to provide two prints of a survey of the parcel pursuant to section 18-21.021(1)(i)&(j), Florida Administrative Code.
- I understand that I will be responsible to install and maintain lease markers pursuant to an approved U.S. Coast Guard Private Aids to Navigation permit.
- For existing parcels, an application fee of \$200.00 is required to be submitted with the lease application.
- For new site nominations, do not include the application fee at this time. However, upon review and approval of an application for a newly proposed area, the division will contact you for the required \$200 application fee.

For questions regarding this form or the application process, please call the
Division of Aquaculture at (850) 617-7600.

Applicant's Signature: _____

Date: 9/1/20

Floating Cage System

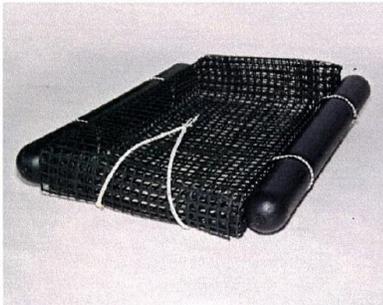


Name: William Connor Clark

Dimensions: 33"X18"X12"
(length, width, height)

Quantity: Initially 100 floating
bags per acre in order to
accommodate 70,000 seed oysters
less than 1 in. in length

Configuration: Runs will be
aligned parallel to the shoreline



marsh/
shoreline



County: Gulf, FL
Water Body: Indian Lagoon
Date: 8/24/20

Attachment 2: Cross section diagram (may be hand-drawn or computer-generated)

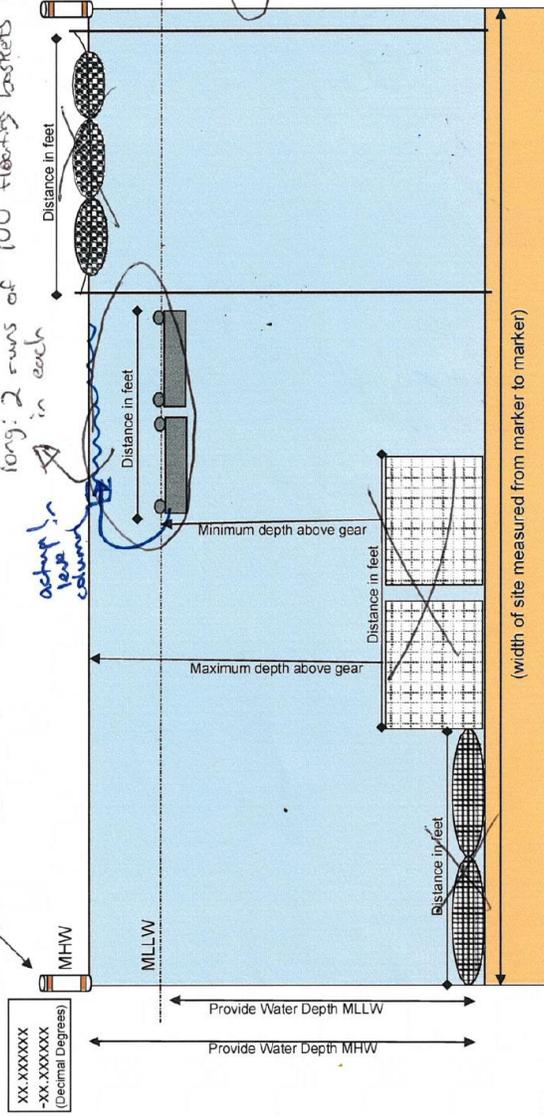
Name: William Connor Clark
 County: Gulf, FL
 Water Body: Indian Lagoon
 Date: 8/24/20
 (Proposed marker type PVC/wood)

Submit this information on all
 applications submitted with the year
 application
 Name: William Connor Clark
 County: Gulf, FL
 Water Body: Indian Lagoon
 Date: 8/24/20

Each "run" will be ~275ft long; 2 runs of 100 floating baskets in each

XX.XXXXXX
 -XX.XXXXXX
 (Decimal Degrees)

Initially for oysters with ground egg. < 1 in. size



Legend:

- Corner Marker (See FDACS-01755)
- Bottom Cages
- Bottom Baskets
- Floating Baskets

Compass rose showing North (N), South (S), East (E), and West (W).

Name: William Connor Clark

County: Gulf

Water Body: Indian Lagoon

Date: 8/28/20

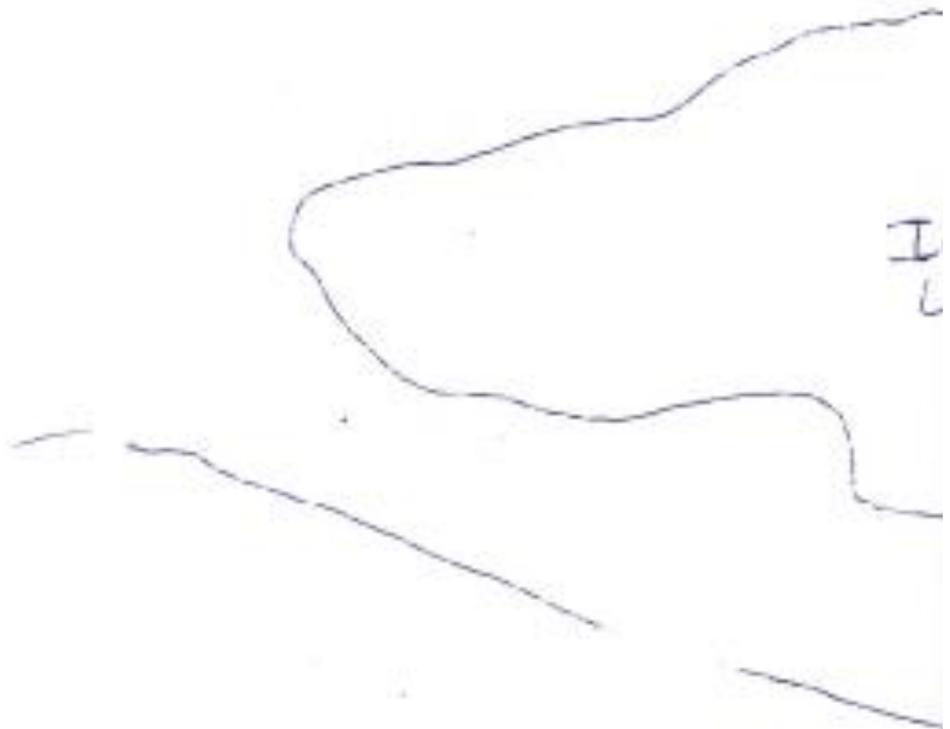
Proposed 450' X 484' Oyster Lease

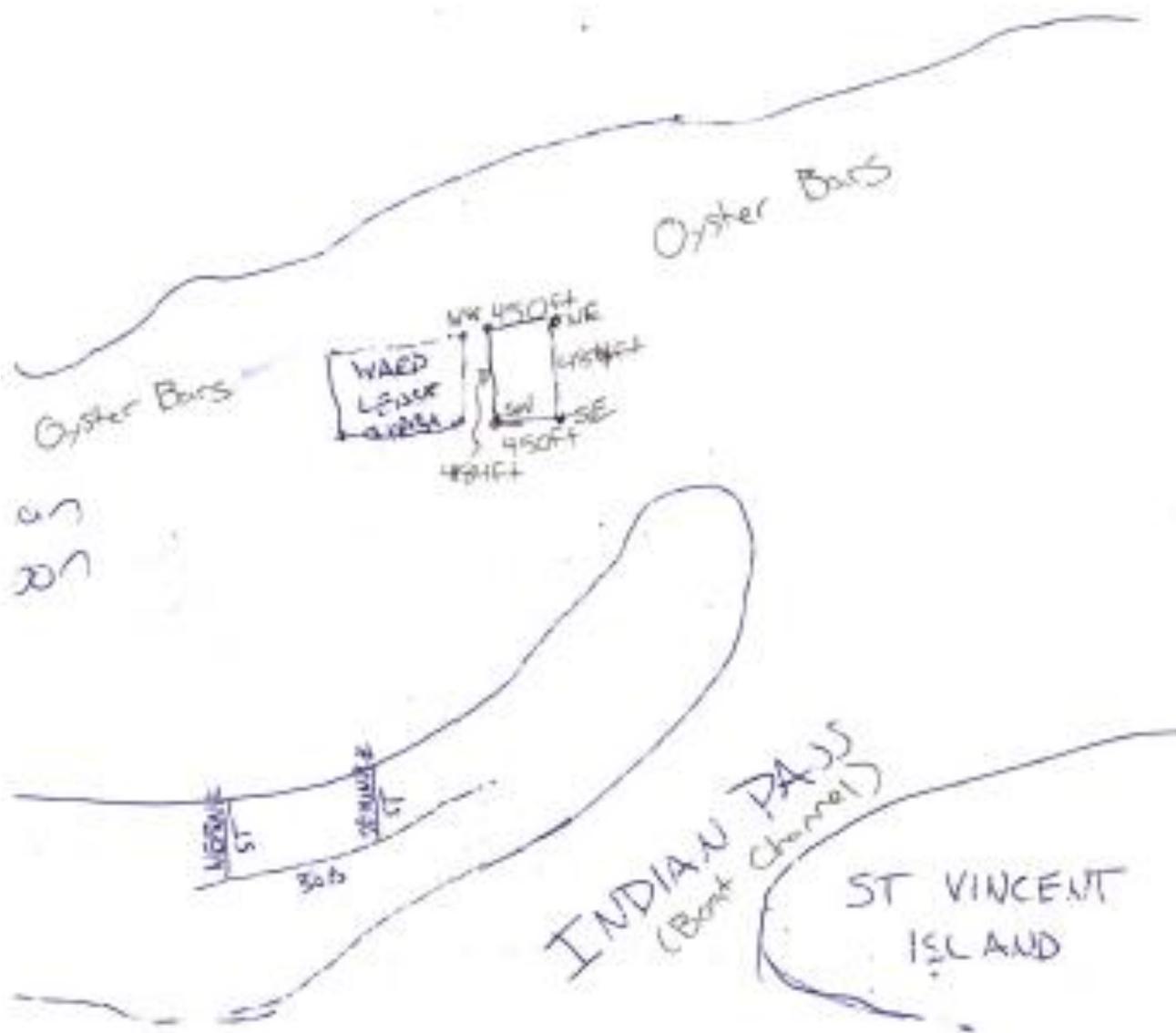
NW Corner: 29.689342° , -85.231384°

NE Corner: 29.689369° , -85.229961°

SW Corner: 29.688028° , -85.231377°

SE Corner: 29.688063° , -85.229933°





Oyster Lease Application Additional Pages

Name: William Connor Clark

County: Gulf

Water Body: Indian Lagoon

Date: 9/1/2020

Information for Years 1-10

Year 1: 70,000 seed oysters will be planted per acre of the lease. Seed oysters will be distributed between floating bags. For this three acre lease, at least 210,000 seed oysters will be planted yearly. Quantity of oysters harvested will depend on amount of oysters reaching a proper cup shape with at least a 3 inch length. A 10-30% failure rate, representing 7,000-21,000 dead oysters per year (per acre), is to be expected with this type of off-bottom oyster farming. Oyster equipment will be cleaned weekly and oysters will be tumbled monthly until a 3 inch (market ready) oyster is raised.

Year 2: 70,000 seed oysters will be planted per acre of the lease. Seed oysters will be distributed between floating bags. For this three acre lease, at least 210,000 seed oysters will be planted yearly. Quantity of oysters harvested will depend on amount of oysters reaching a proper cup shape with at least a 3 inch length. A 10-30% failure rate, representing 7,000-21,000 dead oysters per year (per acre), is to be expected with this type of off-bottom oyster farming. Oyster equipment will be cleaned weekly and oysters will be tumbled monthly until a 3 inch (market ready) oyster is raised.

Year 3: 70,000 seed oysters will be planted per acre of the lease. Seed oysters will be distributed between floating bags. For this three acre lease, at least 210,000 seed oysters will be planted yearly. Quantity of oysters harvested will depend on amount of oysters reaching a proper cup shape with at least a 3 inch length. A 10-30% failure rate, representing 7,000-21,000 dead oysters per year (per acre), is to be expected with this type of off-bottom oyster farming. Oyster equipment will be cleaned weekly and oysters will be tumbled monthly until a 3 inch (market ready) oyster is raised.

Year 4: 70,000 seed oysters will be planted per acre of the lease. Seed oysters will be distributed between floating bags. For this three acre lease, at least 210,000 seed oysters will be planted yearly. Quantity of oysters harvested will depend on amount of oysters reaching a proper cup shape with at least a 3 inch length. A 10-30% failure rate, representing 7,000-21,000 dead oysters per year (per acre), is to be expected with this type of off-bottom oyster farming. Oyster equipment will be cleaned weekly and oysters will be tumbled monthly until a 3 inch (market ready) oyster is raised.

Year 5: 70,000 seed oysters will be planted per acre of the lease. Seed oysters will be distributed between floating bags. For this three acre lease, at least 210,000 seed oysters will be planted yearly. Quantity of oysters harvested will depend on amount of oysters reaching a proper cup shape with at least a 3 inch length. A 10-30% failure rate, representing 7,000-21,000 dead oysters per year (per acre), is to be expected with this type of off-bottom oyster farming. Oyster equipment will be cleaned weekly and oysters will be tumbled monthly until a 3 inch (market ready) oyster is raised.

Year 6: 70,000 seed oysters will be planted per acre of the lease. Seed oysters will be distributed between floating bags. For this three acre lease, at least 210,000 seed oysters will be planted yearly. Quantity of oysters harvested will depend on amount of oysters reaching a proper cup shape with at least a 3 inch length. A 10-30% failure rate, representing 7,000-21,000 dead oysters per year (per acre), is to be expected with this

type of off-bottom oyster farming. Oyster equipment will be cleaned weekly and oysters will be tumbled monthly until a 3 inch (market ready) oyster is raised.

Year 7: 70,000 seed oysters will be planted per acre of the lease. Seed oysters will be distributed between floating bags. For this three acre lease, at least 210,000 seed oysters will be planted yearly. Quantity of oysters harvested will depend on amount of oysters reaching a proper cup shape with at least a 3 inch length. A 10-30% failure rate, representing 7,000-21,000 dead oysters per year (per acre), is to be expected with this type of off-bottom oyster farming. Oyster equipment will be cleaned weekly and oysters will be tumbled monthly until a 3 inch (market ready) oyster is raised.

Year 8: 70,000 seed oysters will be planted per acre of the lease. Seed oysters will be distributed between floating bags. For this three acre lease, at least 210,000 seed oysters will be planted yearly. Quantity of oysters harvested will depend on amount of oysters reaching a proper cup shape with at least a 3 inch length. A 10-30% failure rate, representing 7,000-21,000 dead oysters per year (per acre), is to be expected with this type of off-bottom oyster farming. Oyster equipment will be cleaned weekly and oysters will be tumbled monthly until a 3 inch (market ready) oyster is raised.

Year 9: 70,000 seed oysters will be planted per acre of the lease. Seed oysters will be distributed between floating bags. For this three acre lease, at least 210,000 seed oysters will be planted yearly. Quantity of oysters harvested will depend on amount of oysters reaching a proper cup shape with at least a 3 inch length. A 10-30% failure rate, representing 7,000-21,000 dead oysters per year (per acre), is to be expected with this type of off-bottom oyster farming. Oyster equipment will be cleaned weekly and oysters will be tumbled monthly until a 3 inch (market ready) oyster is raised.

Year 10: 70,000 seed oysters will be planted per acre of the lease. Seed oysters will be distributed between floating bags. For this three acre lease, at least 210,000 seed oysters will be planted yearly. Quantity of oysters harvested will depend on amount of oysters reaching a proper cup shape with at least a 3 inch length. A 10-30% failure rate, representing 7,000-21,000 dead oysters per year (per acre), is to be expected with this type of off-bottom oyster farming. Oyster equipment will be cleaned weekly and oysters will be tumbled monthly until a 3 inch (market ready) oyster is raised.

Equipment and Gear Liability of Leaseholder Statement:

All gear will be equipped with a metal-clipped tag with the name of the leaseholder. All gear will be properly gathered and disposed of by boat from the lease when necessary.



NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Aquaculture

**SOVEREIGNTY SUBMERGED LAND AQUACULTURE LEASE
Water Column Lease**

Section 253.71, Florida Statutes

This Instrument Prepared by:
Division of Aquaculture
600 South Calhoun Street, Suite 217
Tallahassee, Florida 32399

**BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA**

No. _____

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the "Lessor."

WITNESSETH: That for and in consideration of payment of the lease fees hereinafter provided, and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to _____ hereinafter designated as the "Lessee," the sovereignty lands described as follows:

A parcel (_____) of sovereignty, submerged land lying in the _____ Aquaculture Use Zone, near _____, in _____ County, Florida, containing _____ acres, more or less, of sovereignty, submerged lands described and shown on Attachment _____.

TO HAVE THE USE OF the hereinabove described premises for a period of ten years from _____, the effective date of this lease. The terms and conditions upon and for which this lease is granted are as follows:

1. The Lessee is hereby authorized to undertake aquaculture activities on the lands described above.
2. Lessee shall pay to Lessor an annual fee of \$ _____, representing a base annual rental fee of \$33.46 per acre or fraction thereof and an annual surcharge of \$10.00 per acre or fraction thereof, pursuant to rule 18-21.022, Florida Administrative Code (F.A.C.). The annual fee and surcharge collected will be deposited in the General Inspection Trust Fund, pursuant to sections 597.010(5)(b) and (7), F.S. The first year's base rent and surcharge shall be paid to Lessor within 30 days of the effective date of this lease. Thereafter base rent and surcharge shall be paid annually to Lessor on or before January 1 of each succeeding year of the lease term. Lessee understands that from time to time the lease fee may be increased by the Lessor, and the Lessee agrees to pay the increased lease fee, as adopted by the Board of Trustees.
3. Failure of the lessee to pay rent within 30 days of January 1 shall constitute ground for cancellation of the lease and forfeiture to the state of all works, improvements, and animal and plant life in and upon the leased land and water column.
4. The Lessee shall maintain complete and accurate production documents and shall provide same to Lessor upon request.

5. Failure of the Lessee to perform effective cultivation, or otherwise comply with the terms of this lease, shall constitute cause for termination of the lease and forfeiture to the State of all the works, improvements, and animal and plant life in and upon the leased land and water column. Effective cultivation shall consist of the reasonable and bona fide attempt to grow-out _____ in a density suitable for commercial harvesting, in accordance with the Lessee's business plan submitted to the Department of Agriculture and Consumer Services (hereafter "Department") as part of the lease application and shall be extended throughout the entire ___-year term of this lease.

6. This lease may be terminated upon the Lessee's written request.

7. The Lessee, in accepting this lease, does hereby agree that no claim to title or interest to said lands hereinbefore described shall be made by reason of the occupancy or use thereof and that all title or interest to said land hereinbefore described is vested in the Lessor.

8. The Board of Trustees will not approve lease transfers or assignments during the first five years of the lease term. However, after five years from the effective date, Lessee, upon written consent from the Lessor, may sublease, assign or otherwise transfer the lease granted to the Lessee.

9. The Lessee shall neither permit the sovereign lands described in this lease nor any part thereof to be used or occupied for any purpose or business other than herein specified; nor shall the Lessee knowingly permit or suffer nuisances or illegal operations of any kind on the sovereign lands described in this lease.

10. The Lessee agrees to maintain the sovereign lands described in this lease in good condition in the interest of public health, safety and welfare. The Lessee agrees that the sovereign lands described in this lease are subject to inspection by the Lessor or its designated agent at any reasonable time.

11. The Lessee hereby covenants and agrees to investigate all claims of every nature at its expense, and to indemnify, defend, hold, and save harmless the Board of Trustees of the Internal Improvement Trust Fund, the State of Florida, and the Department from all claims, actions, lawsuits and demands arising out of this lease or any activity conducted hereunder. The Lessee further agrees to be solely responsible for any injury or property damage resulting from any property conditions or activity on the leased area.

12. The Lessee agrees that upon expiration or termination of this lease all permission granted to undertake the activities, as described in paragraph 1 of this lease, shall cease and terminate, and Lessee shall immediately vacate and surrender possession of the premises to Lessor subject to the provisions of paragraph 23.

13. If requested by Lessee, this lease may be renewable for additional ten-year terms upon such terms and conditions as are acceptable to the parties hereto. The request must be in writing and delivered by the Lessee to the Lessor no later than 90 days before the expiration date of the then existing lease agreement. Upon receipt of the request for an additional term, the Department will either take final action on behalf of the Board of Trustees where the circumstances meet the delegation provided to the Department by the Board or the Department will submit the Lessee's request for an additional term to the Board of Trustees for final action.

14. Neither failure or successive failures on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

15. The Lessee, by acceptance of this lease, binds itself to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein, except for the provisions of paragraph 25, this lease may be terminated by the Lessor after notice in writing by certified mail to the Lessee. Upon receipt of such notice, the Lessee shall undertake to correct such noncompliance or violation for which the Lessor has given notice to correct within 30 days of receipt of notice. In the event Lessee fails or refuses to timely correct the violation, the Lessor, at its option, shall be entitled to terminate this lease and, if terminated, all rights of Lessee hereunder shall cease. All costs, including reasonable attorney fees, incurred by the Lessor to enforce any provisions of this lease shall be paid by the Lessee.

The Lessee, by acceptance of this lease, agrees to accept service by certified mail of any notice required by this lease or Chapter 253, F.S., in addition to Chapter 18-14, Florida Administrative Code (F.A.C.) at the following address:

STREET OR P. O. BOX NO.

CITY STATE ZIP

The Lessee agrees to notify the Lessor by certified mail of any change in this address at least ten (10) days before the change is effective. If Lessee's mail is returned for any reason (unclaimed, unable to deliver, no longer at address, etc.), and Lessor is unable to locate Lessee, Lessor has the option of canceling the lease.

16. The Lessee agrees to assume all responsibility for liabilities that accrue to the subject property or to the improvements thereof, including any and all special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property and associated improvements during the effective period of this lease.

17. Unless the mooring of a security vessel is specifically approved in writing by Lessor, no security vessel shall be moored on or adjacent to the lease area. Lessee further agrees that no vessel required to be registered or titled under Florida law shall be allowed to moor or dock within or adjacent to, or otherwise use the area described within this lease unless such vessel is registered or titled in accordance with Chapters 327 and 328, F.S. Lessee agrees that no vessel of any description shall be moored on or adjacent to the leased premises for a period exceeding twenty-four hours, irrespective of whether the vessel is periodically moved, unless authorized by the terms of this lease.

18. NOTICE: The undertaking of any unauthorized activities, including the erection or placement of any permanent or temporary structures, shall constitute a violation of Chapter 253, F.S., and subject the Lessee to administrative fines under Chapter 18-14, F.A.C., and the terms of this lease. Any such violation may result in the imposition of administrative fines, judgment for damages, and/or the termination of this lease.

19. As a condition to obtaining this lease, the Lessee hereby agrees not to discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the area described within this lease.

20. Lessor and Lessee agree that Lessor has venue privilege as to any litigation arising from matters relating to this lease. Therefore, any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

21. This lease is the entire and only lease between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing and must be accepted, acknowledged and executed by the Lessee and Lessor.

22. This lease shall be deemed to have been executed and entered into in the State of Florida. Any dispute arising hereunder shall be governed by the laws of the State of Florida. This lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto, but nothing contained in this paragraph shall be construed as a consent by Lessor to any assignment of this Lease or any interest therein by Lessee.

23. Lessee shall remove all works, equipment, structures and improvements from the sovereign lands described in this lease within 60 days following the date of expiration or termination of this lease. Lessee shall also provide to the Department an attestation statement from a third party, acceptable by the Lessor, verifying that all works, equipment, structures and improvements have been removed. Failure to remove all equipment and improvements within 60 days and provide the attestation statement may result in cancellation of all other aquaculture submerged land leases held by Lessee and Lessee will be prohibited from executing, acquiring, subletting, or the authorized use of any state owned aquaculture submerged land lease for ten years from date of cancellation of the lease in which the works, equipment, structures and improvements were not removed.

24. The Lessee shall be bound by present and future enactments in Florida law as expressed in Chapter 253, F.S., or elsewhere in Florida Statutes, and by present and future provisions of the Florida Administrative Code promulgated thereunder, and by any present and future enactments adopted by the Board of Trustees pertaining to this lease agreement.

25. Conviction of a violation of Chapter 597, F.S., and/or rule 5L-1, F.A.C., or other rules promulgated by the Department, or the Florida Fish and Wildlife Conservation Commission, may be cause for this lease to be terminated without further notice to Lessee and shall result in the forfeiture to Lessor of the works, improvements, and shellfish in and upon the leased premises.

26. SPECIAL LEASE CONDITIONS

a) Pursuant to Chapter 253.71 (7), F.S., lease agreements may contain special lease conditions that provide for flexibility in surveying and posting lease boundaries, incorporate conditions necessary to issue permits pursuant to Part IV of Chapter 373, F.S. and Chapter 403, F.S., and provide for special activities related to aquaculture and resource management.

(1) Pursuant to Chapter 597, F.S. authorized activities include, but are not limited to, planting shellfish cultivated from eggs, transplanting live stocks, placement of cultch material, harvesting shellfish, the installation and removal of nets, bags, or other devices, and the placement of markers that designate the corners and perimeters of the culture area.

(2) All culture materials, cover nets, bags or other designated markers placed on or in the water shall be clean and free of pollutants; including petroleum products such as creosote, oils and greases, or other pollutants. Compounds used as preservatives must be used in accordance with product label.

(3) Culture materials (cultch) placed on the grow-out area must be a suitable substance for attachment of oyster larvae: such as natural molluscan shells; fossilized shell; fossilized coral and other aquatic organisms; lithic materials, such as crushed and graded limestone, granite, and gravel which contain calcium carbonate and/or fossilized organisms; or recycled materials which contain lithic fractions and calcium carbonate, including crushed and graded concrete. Exceptions to this list of generally accepted cultch materials must be specifically approved and identified within the aquaculture lease agreement.

(4) Bags and/or trays used in the culture operation shall be removed from the water during all mechanical cleaning, maintenance and repair operations. Mechanical or hydraulic devices shall not be used below the water for the cleaning of the submerged structures. The Lessee may use hand tools for cleaning shellfish, bags, and other structures under water.

b) The Lessee agrees that mechanical harvesting is prohibited on the lease site, unless expressly approved in this lease agreement.

c) No aquaculture activities will be allowed over bottoms that contain biological resources consisting of submerged seagrass communities, naturally occurring oyster and clam beds, corals, attached sponges or attached macro marine algae beds.

d) The Lessee shall, prior to commencement of the aquaculture activities on the approved lease site, and no later than 120 days from the date of such approval, provide to the Lessor a Department of Environmental Protection, Division of State Lands approved survey and legal description of the parcel to be included in the lease. If an acceptable survey is not received from the Lessee within 120 days it may be cause for immediate termination of the lease.

e) The Lessee shall, within 90 days from the date of execution of this lease, properly post the lease boundaries to delineate the corners and perimeters of the lease. Except for the _____ corner, Lessee must install and maintain a buoy or post at each of the remaining lease corners of the lease area. Markers shall be installed in a consistent manner (i.e., utilizing all buoys, or all posts on site). Lessee shall apply for a Private Aids to Navigation permit from the US Coast Guard and comply with all provisions of the permit to warn mariners passing in the vicinity of the lease of the potential hazards to navigation.

- (1) A corner marker is required to be installed on the ____ corner of this lease. Unless different marking requirements are prescribed by the USCG Private Aids to Navigation permit, the corner marker must meet all requirements of this section. The corner marker shall be a sign (3' x 3' in size) fastened to a PVC pole at least six-inches in diameter. The sign must be a yellow background and include: (a) the letter "____" in twelve-inch black letters, and (b) a two-inch border using international yellow reflective tape. The PVC pole must contain: (a) the relative geographic position ____ for the corner in two-inch black letters, and (b) parcel number ____ or FDACS Lease No. ____-AQ-____ in two-inch black letters. The bottom of the sign shall extend a minimum of three-feet above the mean high water mark.
 - (2) Buoys must be white with international orange bands of reflective tape with black block characters at least one-inch in height and include each corner designation (i.e., NE, NW, SE, and SW) and parcel number ____ or FDACS Lease No. ____-AQ-____. Each buoy must be maintained upright at a minimum height of 14-inches above the mean high water mark.
 - (3) Posts must contain a field at least 2-1/2" wide and 10" long. The background shall be white with international orange bands of reflective tape above and below the field. Parcel number ____ or FDACS Lease No. ____-AQ-____ and each corner designation (i.e., NE, NW, SE, and SW) shall be displayed in black block characters of at least one-inch in height. The bottom of the identifying field on the post shall extend a minimum of 18-inches above the mean high water mark. Posts may be made from carsonite, fiberglass, and/or PVC.
 - (4) For theft prevention, you may install a sign with a white background and include: (a) the language "HARVESTING PROHIBITED EXCEPT BY LESSEE" in one-inch black letters; (b) the "circle symbol" using international orange reflective tape; and (c) a two-inch border using international orange reflective tape. The bottom of the sign shall extend a minimum of three-feet above the mean high water mark.
- f) This lease authorizes use of the entire water column, from surface to bottom for the purpose of culturing shellfish in off-bottom or floating structures. The Lessee's identification information shall be attached to all culturing structures. In the event that culturing structures become dislodged from the lease site, it is the Lessee's responsibility to retrieve the structures from the shoreline, seagrass beds, or submerged bottom anywhere within the aquatic preserve with minimal damage to the resources affected. The structures shall be removed and properly disposed of or returned to the lease site.
 - g) The Lessee, and any sublessee and/or authorized user, must possess and maintain a valid Aquaculture Certificate of Registration from the Department of Agriculture and Consumer Services pursuant to Chapter 597.004, F.S. As certified, the Lessee, sublessee and authorized user shall implement the best management practices adopted in Chapter 5L-3, F.A.C.
 - h) The Lessee shall employ "best management practices" to protect endemic shellfish populations from the potential introduction and transfer of diseases. The best management practices shall be employed during all production and transport phases to provide responsible resource management, and reduce or eliminate the risk of disease introduction or transfer. Best management practices will include but not be limited to the following provisions.
 - (1) The source of brood stock for seed stocks to be cultured shall be from native stocks. Lessee shall provide documentation to the Department stating that seed stocks are from native brood stocks. The Lessee shall obtain such documentation from the hatchery or nursery from which seed stocks are obtained. Hatchery-reared seed stocks may not be obtained from facilities that cannot document the use of native (regional) stocks in their brood stock and genetic programs.
 - (2) The Lessee shall provide documentation that seed stocks are free of diseases that may threaten endemic populations. Such documentation should be obtained from the hatchery or nursery from which the seed stocks were obtained. Seed stocks, obtained from hatcheries or nurseries located outside of the specific region referenced in section 26, h. (1), of this lease must be certified by a recognized shellfish pathologist as free of diseases that may threaten endemic populations.

- (3) The documentation required in section 26, h. (2), of this lease, as well as the source and destination, must accompany each shipment of seed stocks and market size shellfish, and a record of all documents and transactions shall be maintained by the Lessee and submitted to the Department in the annual Affidavit for Audit (FDACS form 15104) no later than 45 days from the date of the request for the information. Shellfish seed stocks, for the purpose of this section, shall be defined as shellfish that are less than ten percent of market-size or require a minimum of six months to reach market-size.
- i) Shellfish aquaculture products from certified aquaculture operations may be possessed, transported and sold when such shellfish are segregated in distinct containers, with each container being appropriately labeled as to source and certificate of registration number.
 - (1) The Lessee shall obtain authorization from the Department to transplant market-size shellfish stocks from leases that are temporarily closed to direct-to-market sale. The Lessee shall document that the receiving lease is closed for direct-to-market sale of shellfish for at least 30 days when market-size shellfish are obtained from another lease that is closed for direct-to-market sale at the time of the transaction. Shellfish aquaculture products which are harvested from a lease that is temporarily closed to direct-to-market sale shall be documented as to date of harvest and transport. The authorization to transplant may include requirements for bacteriological analyses.
 - (2) Transplanting or relaying wild shellfish stocks to a lease is prohibited.
 - j) Shellfish aquaculture products which are harvested from the lease for direct-to-market sales for human consumption shall comply with all applicable provisions of Chapter 597, F.S., Chapter 5L-1, F.A.C., and any other applicable provisions of law and administrative code.
 - k) The Lessee shall perform the aquaculture activities in such a manner that will not have an adverse impact on significant resource habitats such as seagrass beds or on endangered species such as manatees and sea turtles.
 - l) If the activity and/or gear proposed by the lessee are not covered under the Department's Programmatic General Permit (SAJ-99) for Live Rock and Marine Bivalve Aquaculture, the Lessee will need to apply for an individual permit from the Army Corps of Engineers and comply with all provisions of the permit. Specifications regarding placement, type and function of appliances and devices used in culture practices and predator exclusion should be expressly approved by the Division of Aquaculture.
 - m) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Lessee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850/245-6333). Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S.

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"LESSEE":

By _____
Original Signature of Lessee or Executing Authority

Typed/Printed Name of Lessee or Executing Authority

As: _____
(If Lessee is a corporation, please enter capacity in which
Executing Authority is authorized to sign, i.e, President,
Vice President, etc.)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____, who is personally known to me, or who has
produced a _____ as identification.

Notary Public (SEAL)

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
(SEAL)

By: _____
Joey B. Hicks, Director, Division of Administration
Department of Agriculture and Consumer Services, Designee
For the Board of Trustees of the Internal Improvement Trust Fund

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
Joey B. Hicks, Director, or his designee, Division of Administration, who is personally known to me.

Notary Public (SEAL)