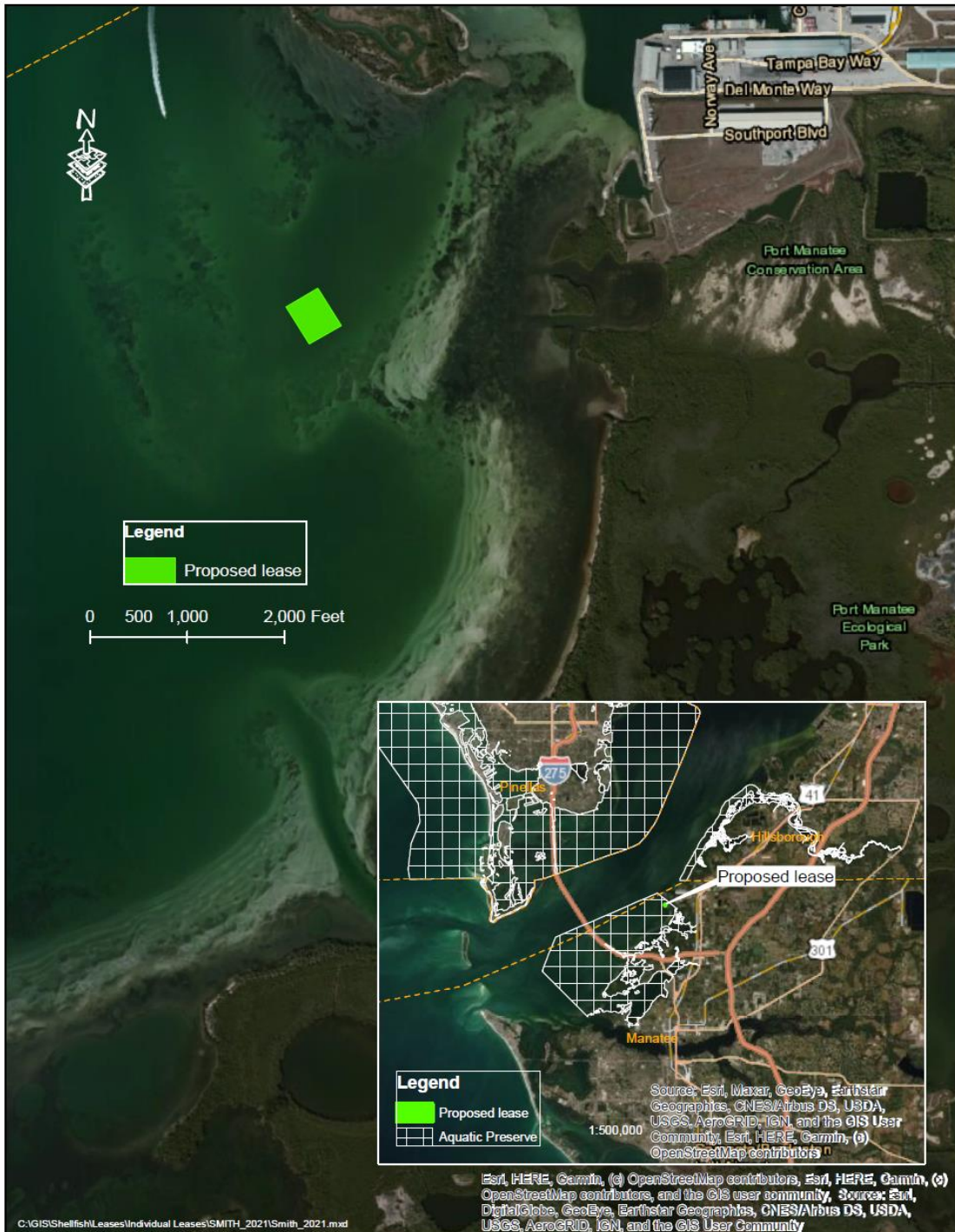


Proposed Lease in Manatee County



Proposed Lease In Manatee County



**Division of Aquaculture**  
**Aquaculture Parcel Resource Assessment**  
**Manatee County**  
**11/12/2021**

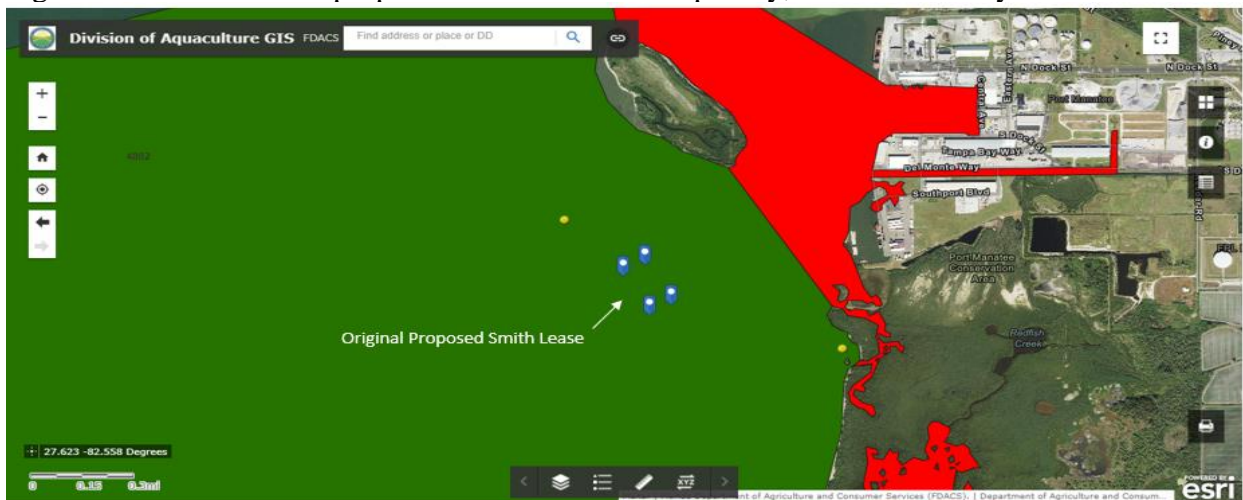
**Introduction**

Reed and Maura Smith have proposed a 7-acre parcel, to be utilized for water-column oyster aquaculture in Lower Tampa Bay in Manatee County. Division staff assessed the proposed site on November 9, 2021. Division staff along with DEP Aquatic Preserve staff, were present for the proposed site assessment.

**Site Location**

The site is in Lower Tampa Bay, Terra Ceia Aquatic Preserve and Conditionally Approved #4802 Shellfish Harvesting Area (Figure 1).

Figure 1. Location of the proposed site in Lower Tampa Bay, Manatee County.



**Site Assessment**

The original proposed site encompasses 7 acres and is near the eastern shoreline of Lower Tampa Bay, West of Port Manatee. Corner markers were established using the GPS coordinates provided by the applicant. Patchy seagrass was found in the northeast section of the parcel (Figure 2). Division staff amended the original parcel to allow a 150-foot buffer between the parcel boundaries and the closest seagrass habitat found during the assessment (Figure 3). The amended site will be 3.94 acres. Visibility was 6.5 feet at the site. The substrate consisted of firm sand throughout the parcel (Figure 4). The assessment was conducted on November 9, 2021 by boat, utilizing poling and snorkeling. Four poling transects were conducted around the perimeter and two center transects, snorkeling consisted of a center circle and cross and perimeter transects (Figure 5). Depths during the assessment ranged from 6 to 6.5 feet throughout the parcel. With the amended coordinates, the closest seagrass is approximately 150 feet from the northern boundary and over 1,900 feet to shore (Figures 6 and 7). Adjacent critical habitats are seagrass (Figure 8). Flora and fauna observed within the parcel includes sea stars, sand dollars, horse conchs and drift algae.

**Amended Site- GPS Coordinates and Depth:**

NW Corner:	27.625252/ -82.574838	6 ft
NE Corner:	27.625771/ -82.573818	6 ft
SW Corner:	27.624200/ -82.574115	6 ft
SE Corner:	27.624708/ -82.573089	6 ft

**Recommendations:**

After review of the pertinent information, Division staff recommend the amended site.

**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 areas as well as adjacent areas. While the 4-acre amended parcel is not in a major navigation channel, some boat traffic due to recreational fishing is expected. No recreational boat traffic is allowed East of the site, due to Port Manatee. The original parcel coordinates were amended (Figure 9) in order to avoid seagrass habitat.

Figure 2. Aerial image of the original proposed site in Lower Tampa Bay, Manatee County, showing seagrass habitat locations.

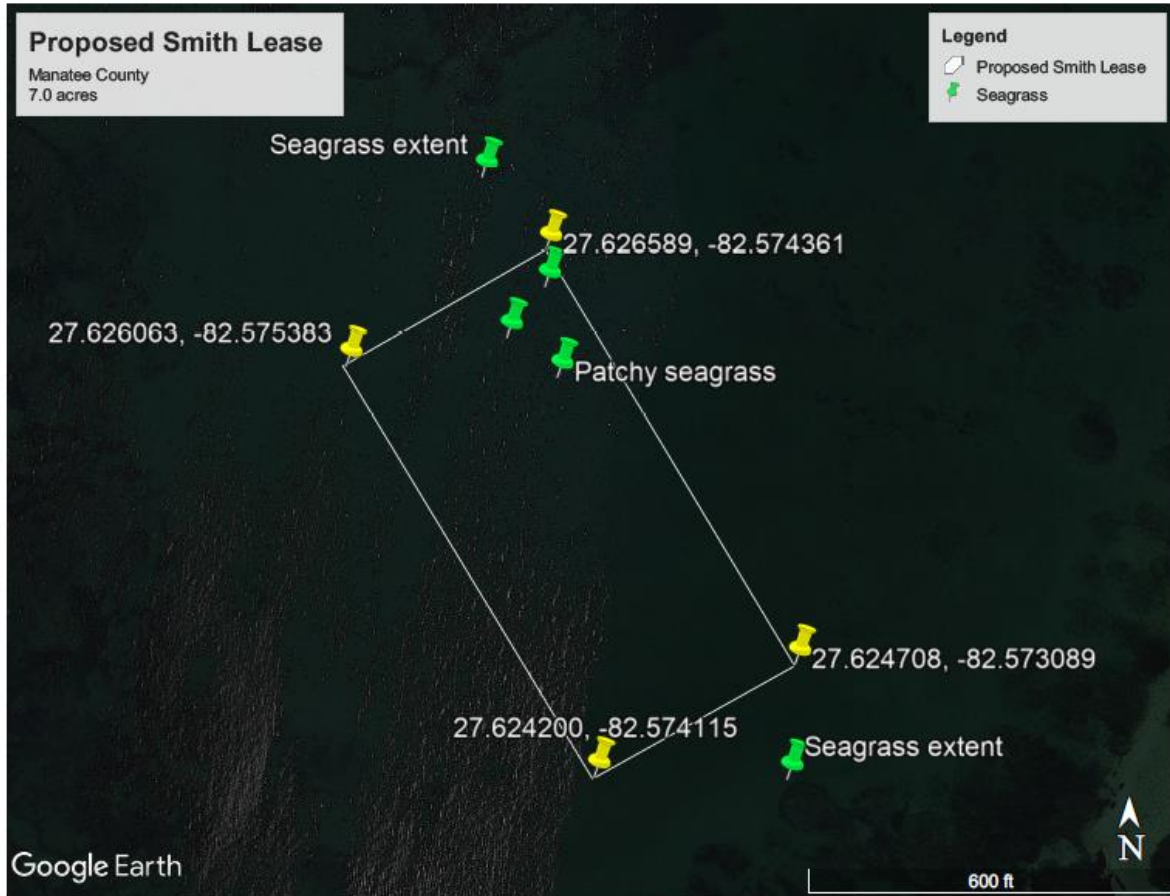


Figure 3. Amended parcel, moving the original Northern line 150' away from the closest seagrass habitat.

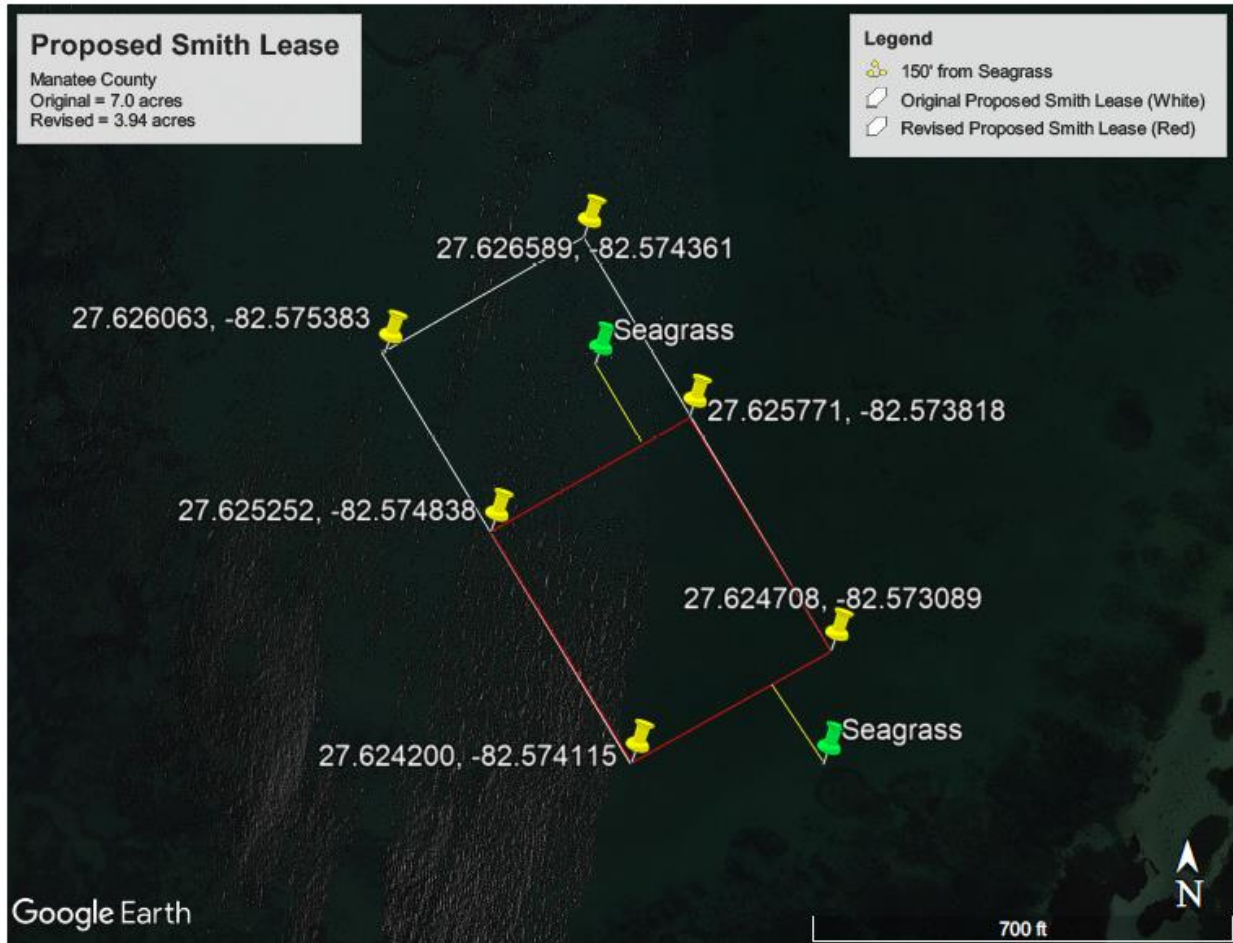
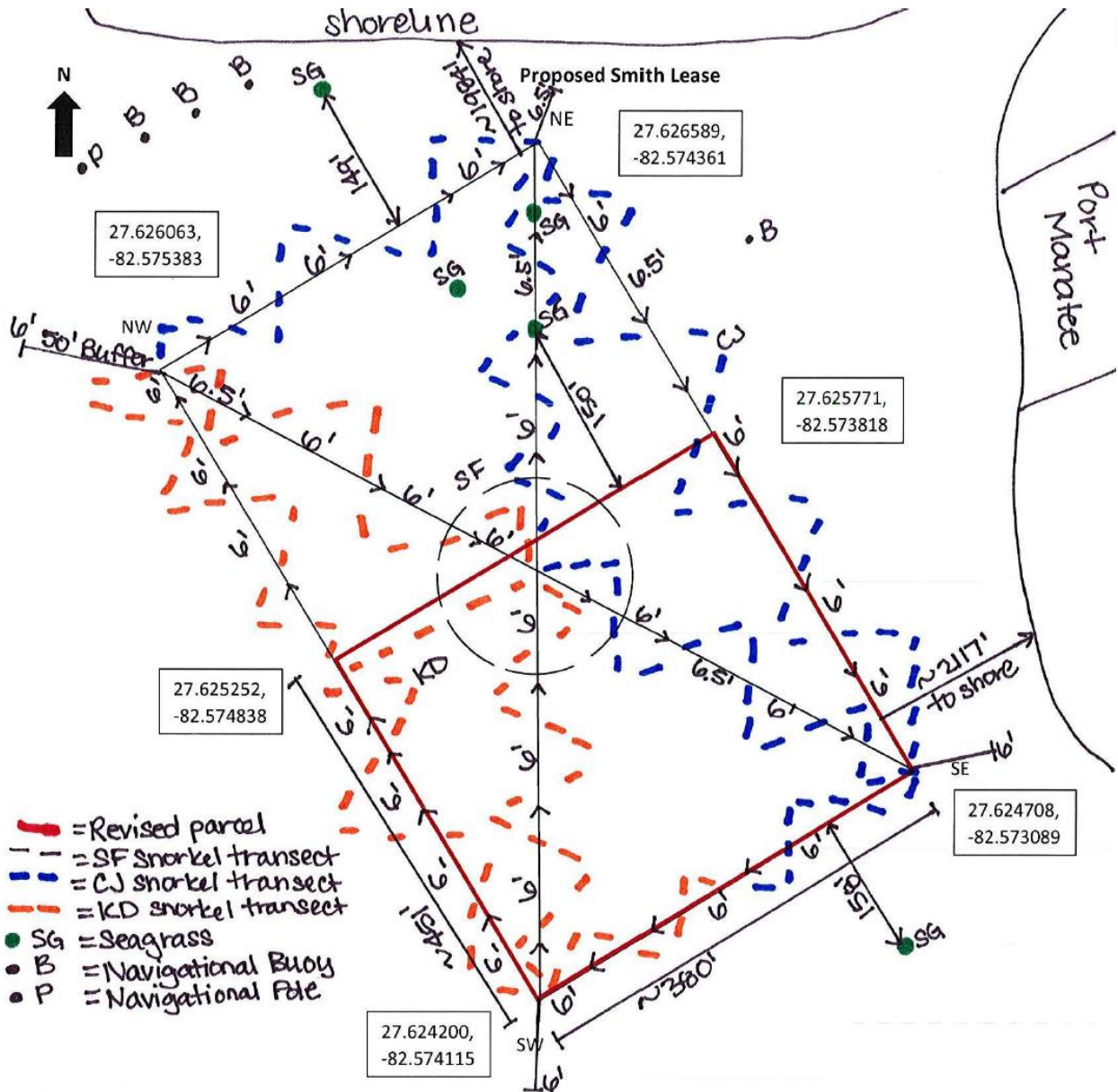


Figure 4. Firm sand substrate consistent throughout the amended parcel



Figure 5. Site Assessment



Date/Time: 11/9/21, 10 am

FDACS staff: Carrie J, Katie D, Sarah F

Applicant: Reed Smith

AP Staff: Randy Runnels + staff

Visibility: 6.5'

Critical Habitat: Aquatic Preserve

Water Body: Lower Tampa Bay

Shellfish Harvesting Area: 4802

County: Manatee

Tide: Low, falling

Weather: Windy, sunny

Bottom Type: Sand



Figure 6. Shoreline, looking North

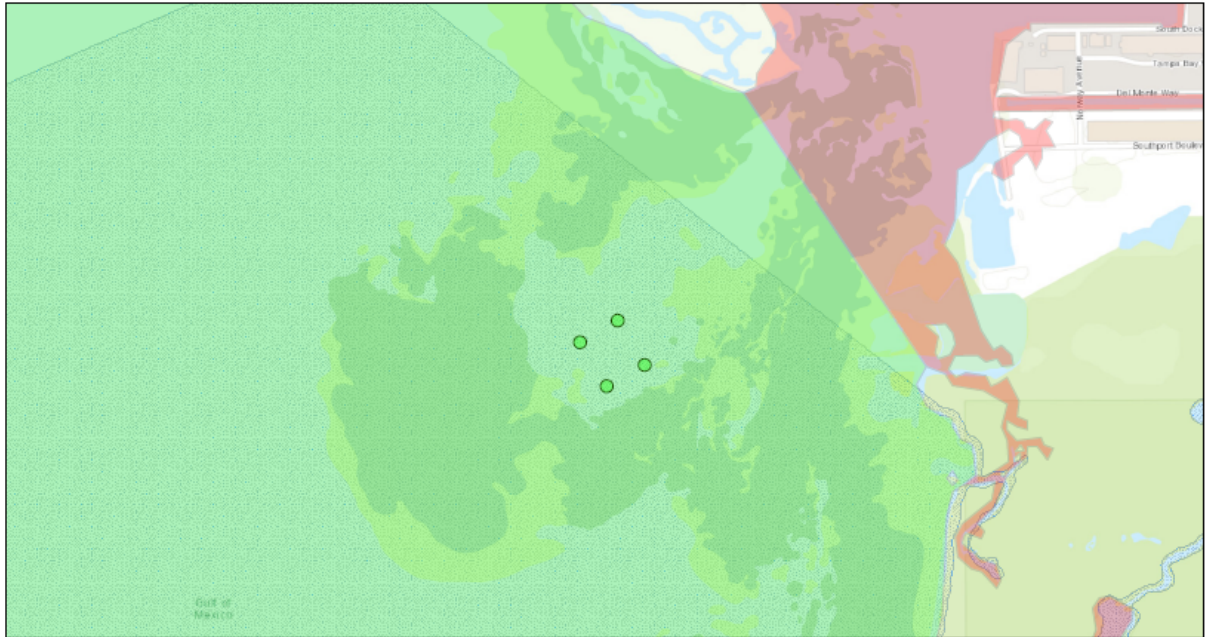


Figure 7. Port Manatee and shoreline, looking East





Figure 8. Critical habitat


Revised Proposed Smith Lease




November 15, 2021


 Aquatic Preserves


 Seagrass Habitat in Florida

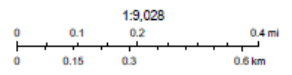
 Continuous Seagrass

 Patchy (Discontinuous) Seagrass

Shellfish harvesting areas (all year)

 Conditionally Approved

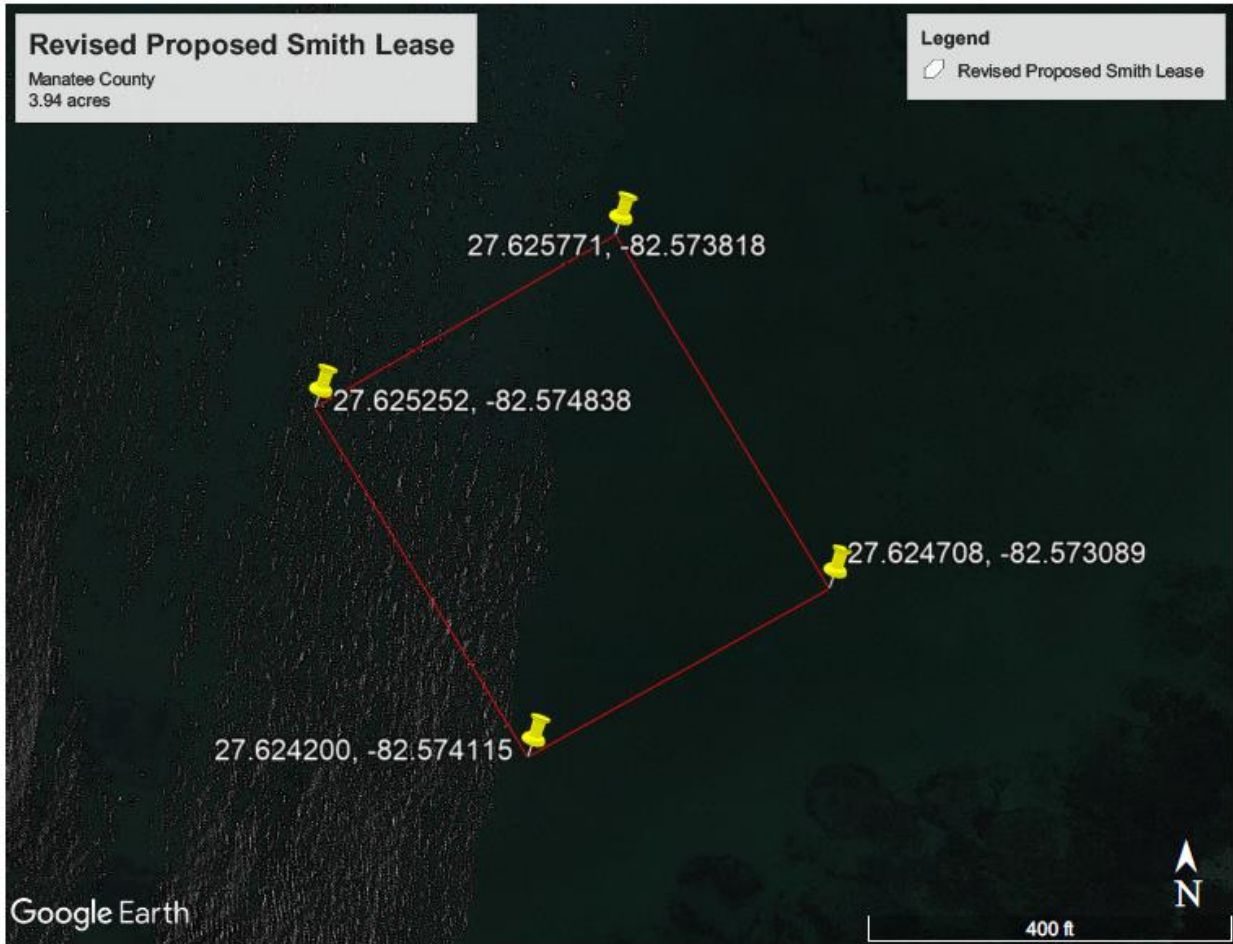
 Prohibited



University of South Florida, City of Tampa, County of Pinellas, Manatee County Government, East, HERE, Garmin, INCREMENT P, Intermap, USGS, METRANASA, EPA, USDA, PCP

Florida Department of Environmental Protection makes no warranty, expressed or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Map created by Map Direct, powered by ESRI.

Figure 9. Amended Smith Parcel in Lower Tampa Bay, Manatee County.





Florida Department of Agriculture and Consumer Services  
Division of Aquaculture

**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: Reed Smith & Maura Smith

Company Name: Calusa Oyster Company, LLC

Lease Title: Calusa Oyster Company, LLC

Aquaculture Certificate of Registration Number: \_\_\_\_\_

Address: 17113 Bevil Rd

City: Odessa State: FL Zip: 33556

Telephone Number: 813-361-2169 Fax Number: 813-920-1755

E-Mail Address: reed@calusaoysterco.com

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

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

We are in the process of completing all the video training and seminars from the FDACS. We are also viewing all of the video content from the EC&GA website as well. We have made contact with Bill Walton to discuss our plans moving forward. We have established some relationships with other Florida farmers who have been very receptive to helping us get started and more. We have also consulted with CusterGm about a closed consult plan for equipment as we

**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 N/A

Parcel #: N/A Alternate Parcel #: N/A

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

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.

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: 4215030000  
EO\_A2  
Object Code: 001237 \$200.00

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

County Manatee

Water body Lower Tampa Bay

Size of Proposed Lease Area 2.25 acres

Shallowest water depth at mean low water 3 feet

Deepest water depth at mean low water 4 feet

Average tidal range in area 3 feet

Shellfish Harvesting Area (SHA) 48

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.

There are a number of boat ramps in the proposed area.

Approx. distance to nearest shoreline 500 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.dddd):

NE	<u>27° 57.3085'N</u>	<u>82° 60.8862'W</u>
SE	<u>27° 57.2039'N</u>	<u>82° 60.9318'W</u>
NW	<u>27° 57.3313'N</u>	<u>82° 60.9495'W</u>
SW	<u>27° 57.2267'N</u>	<u>82° 61.0005'W</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.).

The bottom composition is sandy, silty, muddy. The substrate is moderately firm.

For newly proposed site, mail completed application to:

Division of Aquaculture  
Attention: Portia Sapp  
600 South Calhoun Street, Suite 217  
Tallahassee, Florida 32309-1300  
or transmit via email to  
[Aquaculture\\_Wkb@FDACS.gov](mailto:Aquaculture_Wkb@FDACS.gov)

NO APPLICATION FEE IS DUE AT THIS TIME.

For the SHA code, please visit our website at:

<https://www.FDACS.gov/Aquaculture-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.).

Initially we searched the area for already existing shellfish leases in operation. There are a number of existing leases in the adjacent Joe Bay area north of the Skyway. This gives us confidence that the area will support shellfish cultivation. Additionally, Bay Shellfish has put in for a bottom lease in an area just north and east of this application. With his years of experience we are more confident in the viability of this selection area. The area is sandy, silty, muddy providing the right bottom for oyster, water column, cultivation. There are sea grass beds all over the area surrounding this space which provides the right environment for sustaining all types of habitat. NOAA maps also mark wild oyster beds all over the area. List any recreational and commercial uses of the proposed area (e.g., fishing, tourism, etc.).

recreational - fishing, commercial - another proposed shellfish bottom lease in an adjacent 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).

The water column nature of the farm activity should improve the ecology of the area. At an expected max capacity of 300,000 oysters and an approximate mature oyster count of 200,000+ at any one time the lease should have a filtering benefit of 10,000,000 gallons per day at 50 gallons per oyster per day.

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

In addition to the ecological benefits to the area the lease will help build an early stage regeneration of oyster farming in the waters of lower Tampa Bay. This will add some economic impact to the area, shed a positive light on the future for aquaculture in the area, provide an opportunity to collectively brand/market the "Suncoast" area to Florida and nationwide as source for top notch shellfish, and build on a rich oyster history from the turn of the century when oyster farming was a major industry in the area. 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  Management Agreement

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.

water column oyster farming utilizing floating cages and bags. We plan to plant 50,000 - 70,000 oysters in the first year.

---

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 plant an estimated minimum 50,000 - maximum 70,000 (expected 50% mortality)

Year 2 plant an estimated minimum 100,000 (expected 50% mortality)

Year 3 plant an estimated minimum 150,000 (expected 50% mortality)

Year 4 plant an estimated minimum 200,000 (expected 40% mortality)

Year 5 plant an estimated minimum 250,000 (expected 40% mortality)

Year 6 plant an estimated minimum 300,000 (expected 30% mortality)

Year 7 plant an estimated minimum 300,000 (expected 30% mortality)

Year 8 plant an estimated minimum 300,000 (expected 30% mortality)

Year 9 plant an estimated minimum 300,000 (expected 30% mortality)

Year 10 plant an estimated minimum 300,000 (expected 30% mortality)

Describe the supply source of seed stock or rock products.

We plan to purchase Florida seed stock from Apalachicola Oyster Company, Bay Shellfish, or another approved supplier as listed in the 2021 UF/IFAS Shellfish Aquaculture Extension Program bulletin.

Describe the distribution of the product after harvest.

Planned distribution will be to the wholesale market through approved seafood processors, distributors, and wholesalers. Plans are to assist sales to various restaurants groups and retail seafood markets marketing the oysters as "Calusas" and "Fresh from Florida" for purchase from wholesalers. We plan to apply for a processor's license as well to sell at retail. We also are working to start a raw bar catering operation to further market our product and make **+**  
**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.).

We plan to utilize the OysterGro - 6 bag cage system (336 bags max/acre) or single floating bags. Bags approximate 15" x 28". Bags are plastic with bungee closures and a stainless steel hook. The cages are metal with an environmentally friendly coating.

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.

All grow-out gear will be labeled with zip-tied, plastic labels to identify, with contact information, our own



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.

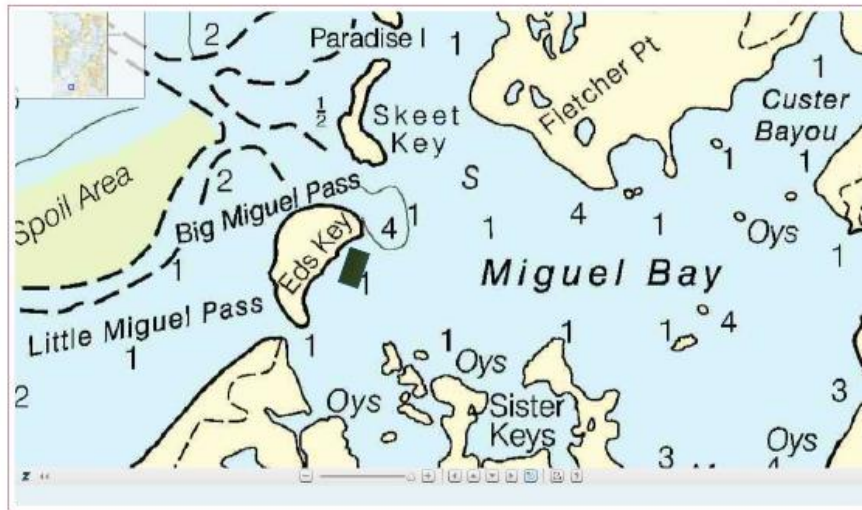
For questions regarding this form or the application process, please call the  
Division of Aquaculture at (850) 617-7600.

Applicant's Signature: Reed Smith  Digitally signed by Reed Smith  
Date: 2021.04.24 18:58:32 -0400

Date: 4/24/2021



## Attachment 1: Vicinity Map

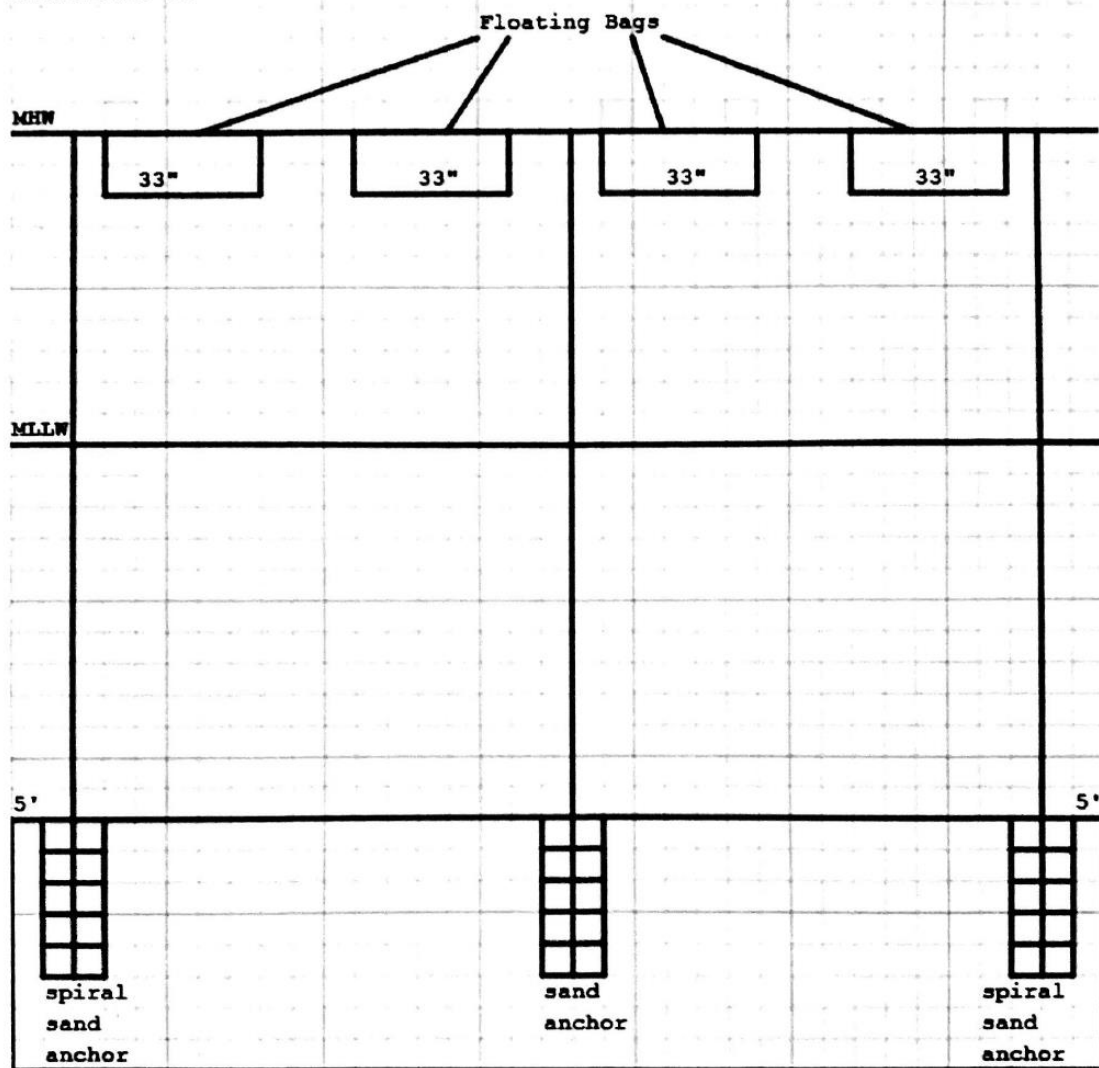


**ABBREVIATIONS** (For complete list of Symbols and Abbreviations, see Chart No. 1.)  
 Aids to Navigation (lights are white unless otherwise indicated):  
 Bottom characteristics:

Bls boulders	Co coral	gy gray	Oys oysters	so soft
bk broken	G gravel	h hard	Rk rock	Sh shells
Cy clay	Grs grass	M mud	S sand	sy sticky

Name: Reed Smith / Calusa Oyster Company  
 County, State: Manatee, Florida  
 Water Body: Lower Tampa Bay, Miguel Bay  
 Date: May 5, 2021

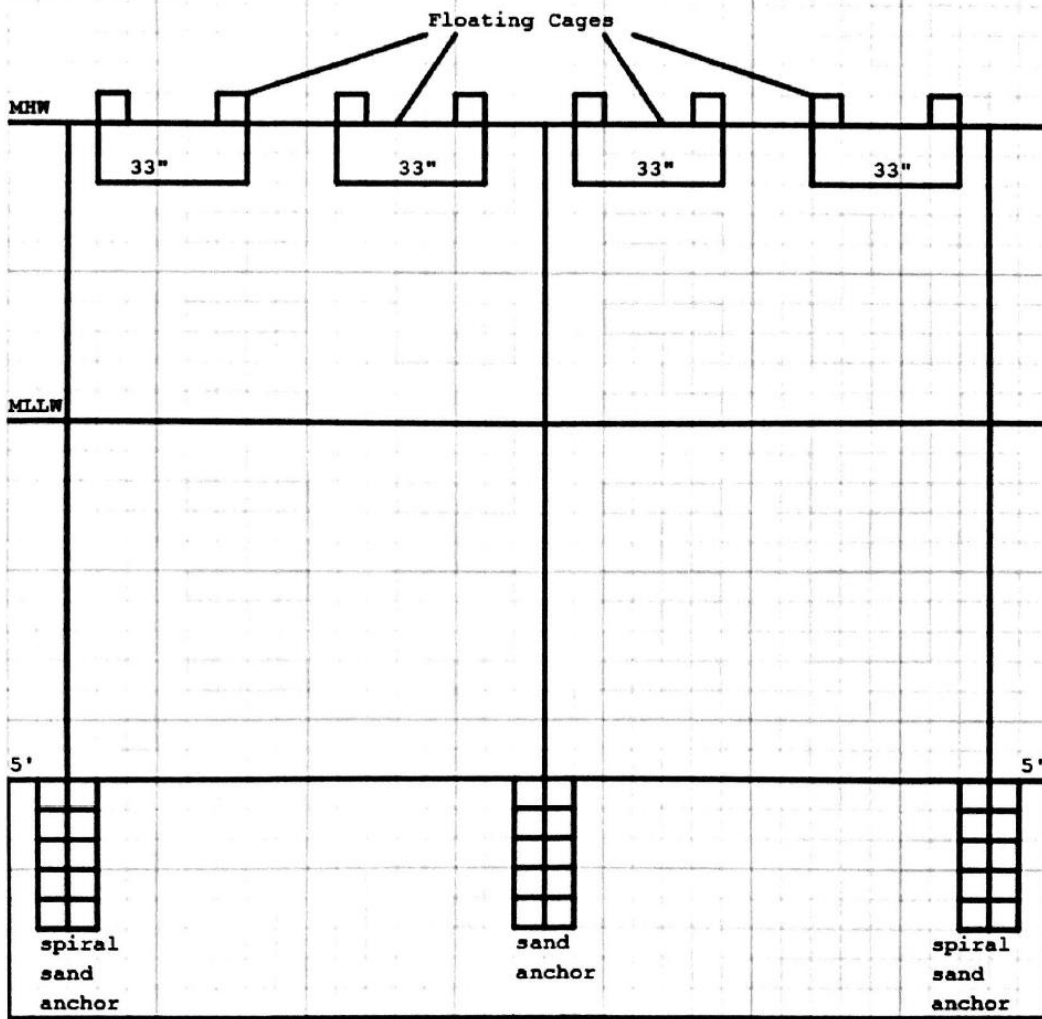
Attachment 2A



Approximately 300'  
Bags strung SW to NE  
parallel to lease boundary line

Name: Reed Smith / Calusa Oyster Company  
County/State: Manatee, Florida  
Water Body: Lower Tampa Bay / Miguel Bay  
Date: May 5, 2021  
print-graph-paper.com

Attachment 2B

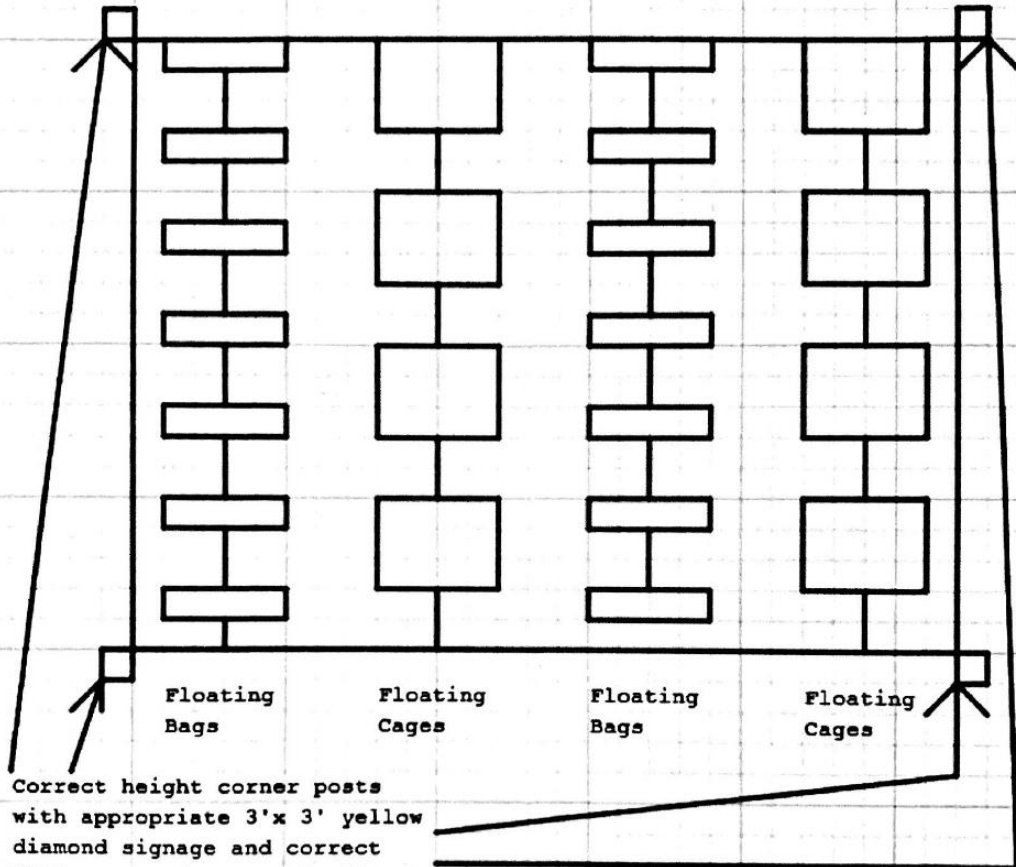


Approximately 300'  
Bags strung SW to NE  
parallel to lease boundary line

Name: Reed Smith / Calusa Oyster Company  
County/State: Manatee, Florida  
Water Body: Lower Tampa Bay / Miguel Bay  
Date: May 5, 2021  
print-graph-paper.com

Attachment 3A Lease Configuration

NORTH  
←



Floating Bags      Floating Cages      Floating Bags      Floating Cages

Correct height corner posts with appropriate 3'x 3' yellow diamond signage and correct USCG approved navigational blinking signal light

Name: Reed Smith / Calusa Oyster Company  
County, State: Manatee, Florida  
Water Body: Lower Tampa Bay / Miguel Bay  
Date: May 5, 2021  
print-graph-paper.com

Attachment 3B  
Floating Cages



Attachment 3C  
Floating Bags





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.

(Remainder of page intentionally left blank)

"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)