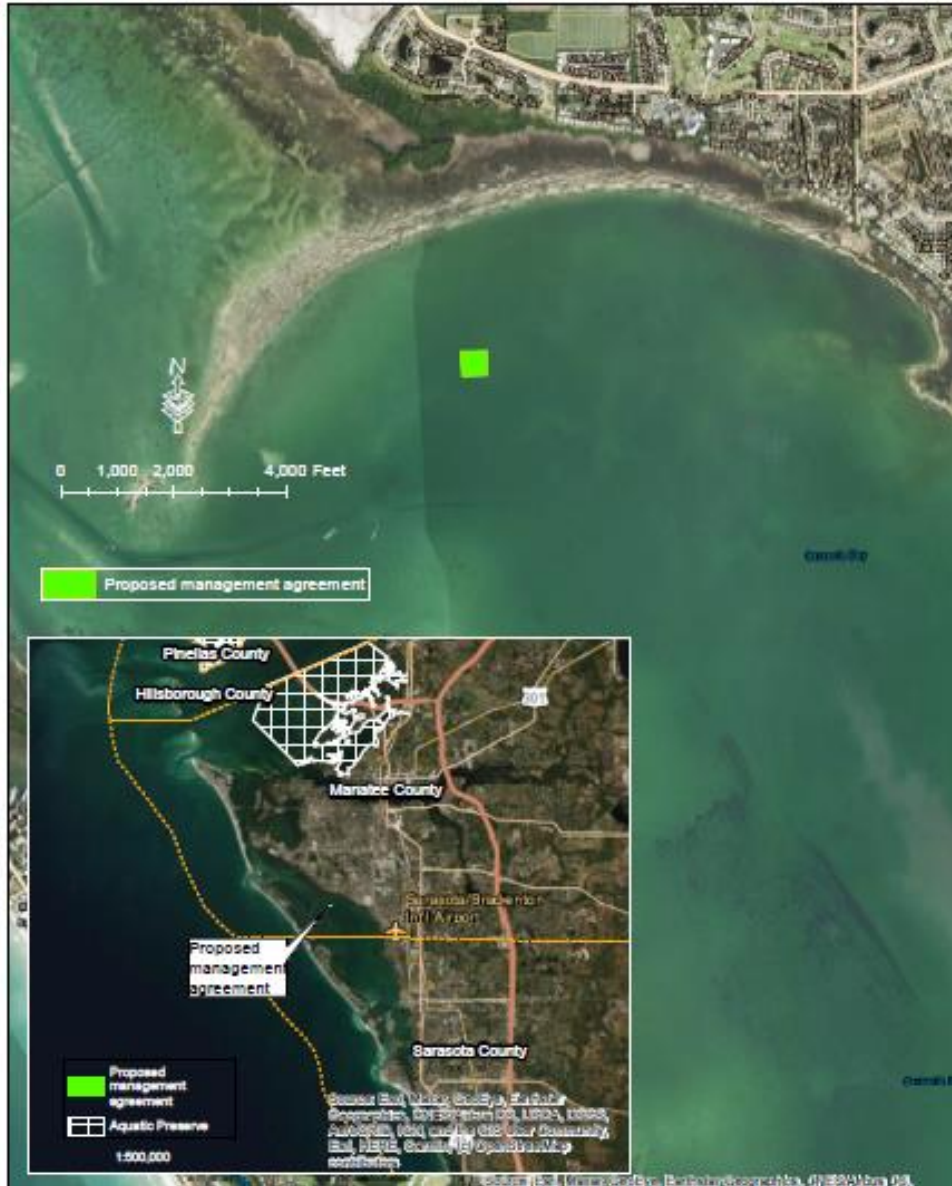


Proposed management agreement in Sarasota County



**Division of Aquaculture**  
**Aquaculture Parcel Resource Assessment**  
**Manatee County**  
**8/17/2021**

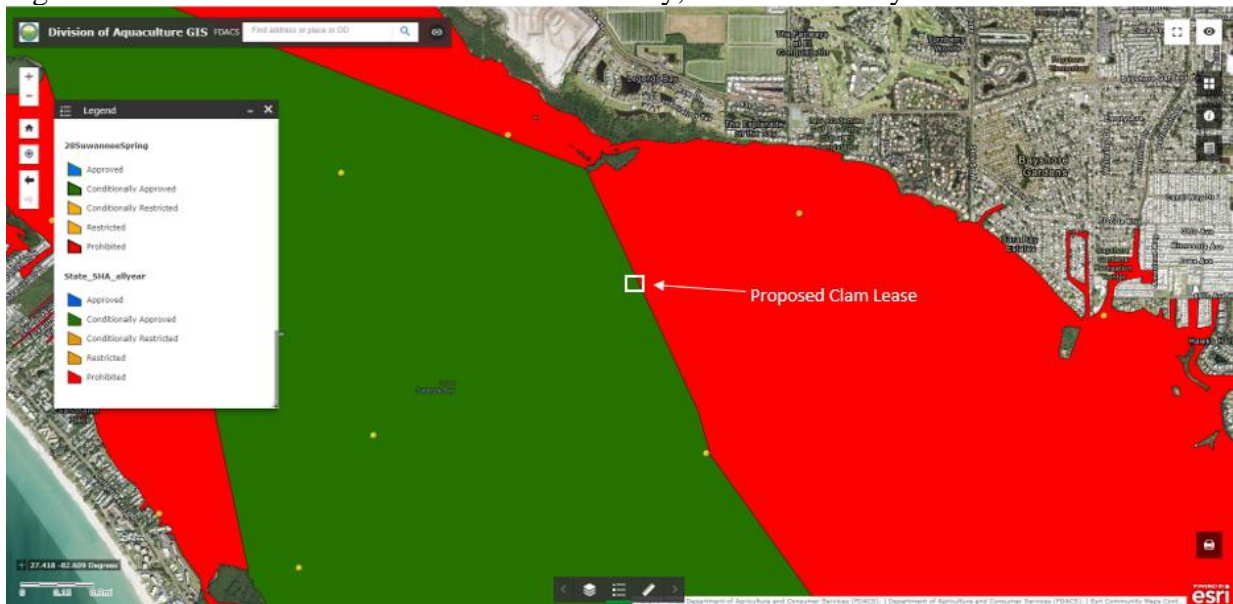
**Introduction**

Ernesto de la Vega and Sarasota Bay Watch have proposed a 5-acre parcel, to be utilized for clam restoration aquaculture on the bottom in Sarasota Bay in Manatee County. Division staff assessed the proposed site on August 11, 2021. The applicant Mr. Vega, along with FDACS staff, were present for the site assessment.

**Site Location**

The site is in Sarasota Bay, Conditionally Approved #5402/Prohibited Shellfish Harvesting Area (Figure 1).

Figure 1. Location of the amended site Sarasota Bay, Manatee County.



**Site Assessment**

The proposed site encompasses approximately 5 acres and is near the northern shoreline of Sarasota Bay, across from Longboat Key. Corner markers were established using the GPS coordinates provided by the applicant and then amended to allow a 50' buffer between the parcel and the closest soft coral habitat found during the assessment (Figure 2). The amended site results in a 4.5-acre parcel. Visibility was 3 feet at the site. The substrate consisted of firm sand throughout the parcel (Figure 3). The assessment was conducted on August 11, 2021 by boat utilizing poling and diving. Four poling transects were conducted around the perimeter and two center transects, diving consisted of a center circle and cross- and perimeter transects (Figure 4). Depths during the assessment ranged from 9.5 to 10 feet throughout the amended parcel. With the amended coordinates, the closest soft coral is approximately 50 feet from the eastern boundary,

over 3,000 feet to shore and over 3,000 feet to the closest mangroves (Figure 5 and 6). Adjacent critical habitats are seagrass (Figure 7). Only flora found within the amended parcel was drift algae.

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

NW Corner:	27.416933 / -82.617906	10 feet
NE Corner:	27.416973 / -82.616458	10 feet
SW Corner:	27.415750 / -82.617808	10 feet
SE Corner:	27.415788 / -82.616470	10 feet

**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 area as well as adjacent areas. While this 4.5-acre parcel is not in a major navigation channel, some boat traffic due to recreational fishing is expected. The lease will be approved for bottom use only and no floating or suspended gear will be permitted. The original parcel coordinates were amended in order to avoid soft coral habitat.

Figure 2. Aerial image of the amended site in Sarasota Bay, Manatee County



Figure 3. Firm sand substrate consistent throughout the proposed parcel

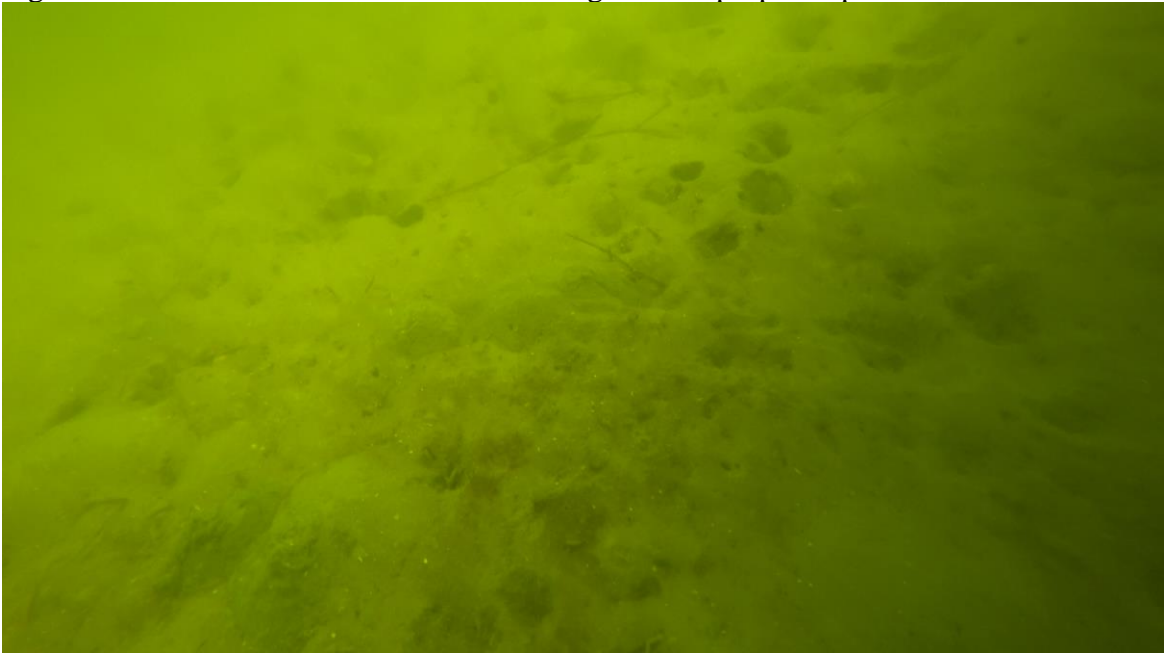
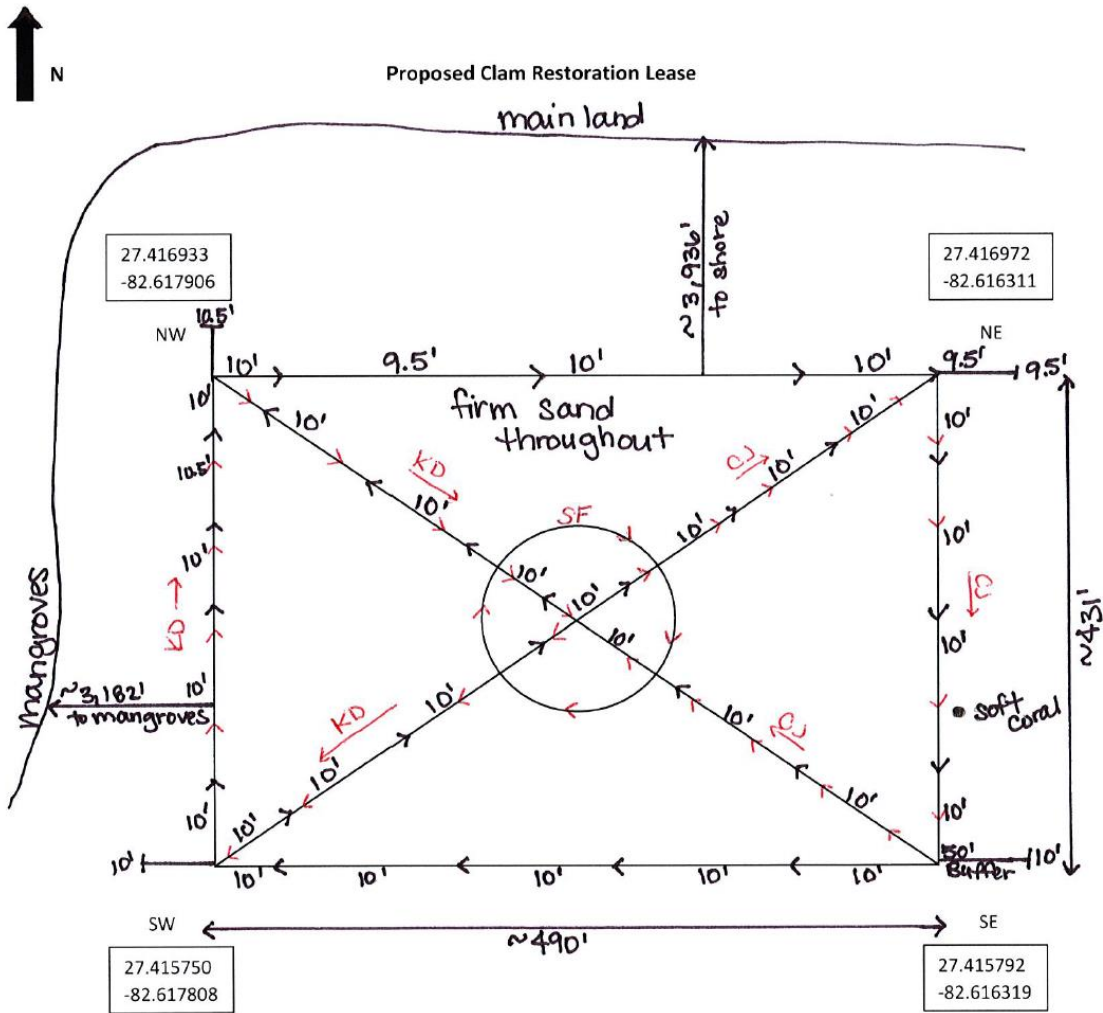


Figure 4. Site Assessment



← = dive/snorkel transect  
 → = polling transect

Date/Time: 8/11/21, 10:30am

Water Body: Sarasota Bay

FDACS staff: Carrie J, Katie D, Sarah F, Kate P.

Shellfish Harvesting Area: 5402

Applicant: Ernesto de la Vega

County: Manatee

AP Staff: N/A

Tide: Low, rising

Visibility: 3 feet

Weather: Sunny, 5-10 kt winds

Critical Habitat: N/A

Bottom Type: Firm sand throughout



Figure 5. Shoreline, looking North

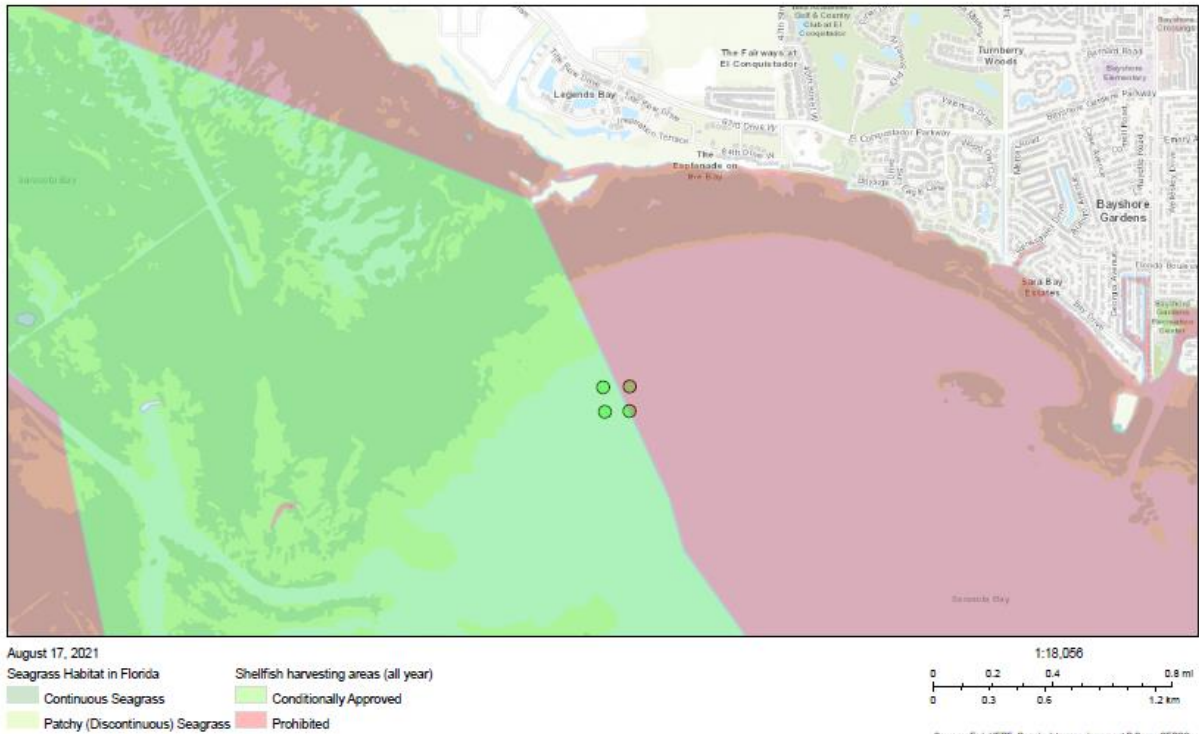


Figure 6. Shoreline, looking South



Figure 7. Critical habitat

Proposed Clam Restoration Lease



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.



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: Ernesto Lasso de la Vega \_\_\_\_\_

Company Name: Sarasota Bay Watch Inc. 501(C)(3) #85-8014922682C-5 \_\_\_\_\_

Lease Title: \_\_\_\_\_

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

Address: 331 Palmetto Ave. \_\_\_\_\_

City: Osprey \_\_\_\_\_ State: FL \_\_\_\_\_ Zip: 334229 \_\_\_\_\_

Telephone Number: (239)851-1582 \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: e.lasso@live.com \_\_\_\_\_

I certify that I am 18 years old or older (please initial): ELV \_\_\_\_\_

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

I have a Masters of Science Degree in Aquaculture. Furthermore, I have been working 3 years with Sarasota Bay Watch on a Clam Restoration Project.

**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 \_\_\_\_\_

Aquaculture Use Zone \_\_\_\_\_

Parcel # \_\_\_\_\_ Alternate Parcel # \_\_\_\_\_

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: 42150300000  
EO A2  
Object Code: 001237      \$200.00



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

County Sarasota

Water body Sarasota Bay #54

Size of Proposed Lease Area 10 acres

Shallowest water depth at mean low water 10 feet

Deepest water depth at mean low water 12 feet

Average tidal range in area -0.1 feet to 1.7 feet feet

Shellfish Harvesting Area (SHA) #54

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: \_\_\_\_\_

Local zoning and specific use: \_\_\_\_\_

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

Bay Shore Gardens Marina

Approx. distance to nearest shoreline 4000 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>27.416913</u>	<u>-82.615819</u>
SE	<u>27.414975</u>	<u>-82.615788</u>
NW	<u>27.444166</u>	<u>-82.6179</u>
SW	<u>27.415111</u>	<u>-82.617838</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.).

Description: the requested area is 10 acres (~ 660 feet x 660 feet). The area is 12 feet average depth with sandy to muddy soils. No seagrasses are present at this particular location.

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](mailto: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.).

This specific location is part of a pilot study previously conducted by New College student Kera Pasquerilla (Bachelors of Science Thesis). This study determined that the requested location has good environmental conditions for growing clams. No seagrasses are present in the proposed location and the soil is sandy/muddy, which is ideal for clam habitat.

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

To our knowledge, the proposed location does not have any commercial use or of fishing value as there is no hard or soft (e.g., seagrass) substrate that encourages fish recruitment.

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 proposed area does not have the presence of seagrasses or any other fishing habitat, thus clam restoration activities will not affect the ecology of the area negatively.

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

Sarasota Bay Watch is working on environmental enhancement and repopulation of the native Southern Hard Clam. The lease will be the nursery site for growing hundreds of thousands of clams to be deployed in areas suited for restoration with Special Activity License (SAL) from the FWC. The repopulation of native clams will further enhance water quality as clams are filter feeders and help reduce suspended particles.

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).

These clams will not be harvested for food consumption. They are for restoration and research purposes. Mesh bags similar to those used by the clam aquaculture industry will be used. Clams will be placed inside the bags and placed on the bottom of the proposed areas. Most of the times the bags partially bury in the sediment as the clams try to bury naturally for protection. Therefore, no major structures will be used in this practice.

**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.

Seed clams (5-8 mm) will be placed into clam bags (4mm mesh) and checked periodically to clean from fouling organisms and drift algae. After a year of growth, clams will be move to larger sized mesh bags at lower densities to grow to a final size of >60 mm in 6 months. Once the clams reach the desired size, they will be harvested by divers into containers to be transported to SAL FWC approved sites for release without anv protection.

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 1 375,000 clam seeds will be planted. 10,000 seed per nursery bag. 40 bags (4mm mesh).

Year 2 60% survival = 225,000 clams. Grow out at 5,000 clams per bag (11mm mesh) for 6 months.

Year 3 60% survival = 135,000 clams will be released at different SAL sites.

Year 4 \_\_\_\_\_

Year 5 \_\_\_\_\_

Year 6 \_\_\_\_\_

Year 7 \_\_\_\_\_

Year 8 \_\_\_\_\_

Year 9 \_\_\_\_\_

Year 10 \_\_\_\_\_

Describe the supply source of seed stock or rock products.

The clam seeds used for this project will be purchased from Bay Shellfish Co.

Describe the distribution of the product after harvest.

Special Activity License (SAL) from the Florida Fish and Wildlife Commission

**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.).

Commercial clam bags by Supertex-inc.com

-Material type: polyester, sewn closed on three sides, with one corner left open for stocking clams.

-Open side will be sealed with ziptides.

-Dimensions per bag: 4ft x 0.1ft x 4ft

40 Nursery bags (4mm mesh)

50 Grow out bags (11mm mesh)

3 Predatory and biofouling protection net 12ft x 56ft (12mm mesh)

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.

There will be no off-bottom gear to identify the location of the lease. We will locate the area based on C

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: Ernesto Lasso de la Vega Digitally signed by Ernesto Lasso de la Vega  
Date: 2021.05.26 11:22:18 -0400

Date: 5/26/2021

Sarasota Bay Watch Lease Site for Clam Project 2021  
Applicant name: Sarasota Bay Watch (Ernesto Lasso de la Vega)  
Water body: Sarasota Bay  
Date: March, 2021

**Dimensions: 5 acres (466 feet x 466 feet)**

New NE	27°25'1.10"N	82°36'58.72"W
New NW	27°25'0.96"N	82°37'4.46"W
New SW	27°24'56.70"N	82°37'4.11"W
New SE	27°24'56.85"N	82°36'58.75"W

Description:

- No natural resources adjacent to the proposed site.
- No navigation channels or paths in the immediate vicinity of the area.
- 12 feet average depth with sandy to muddy soil. No sea grasses present.

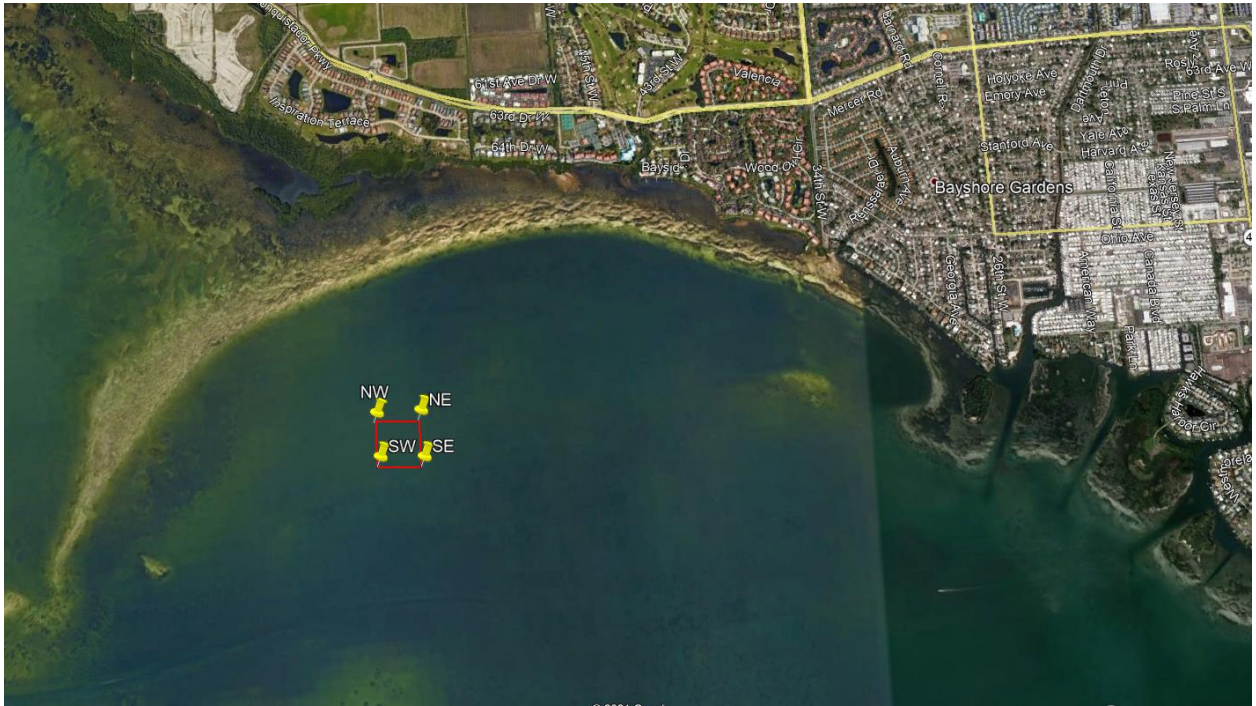


Fig. 1





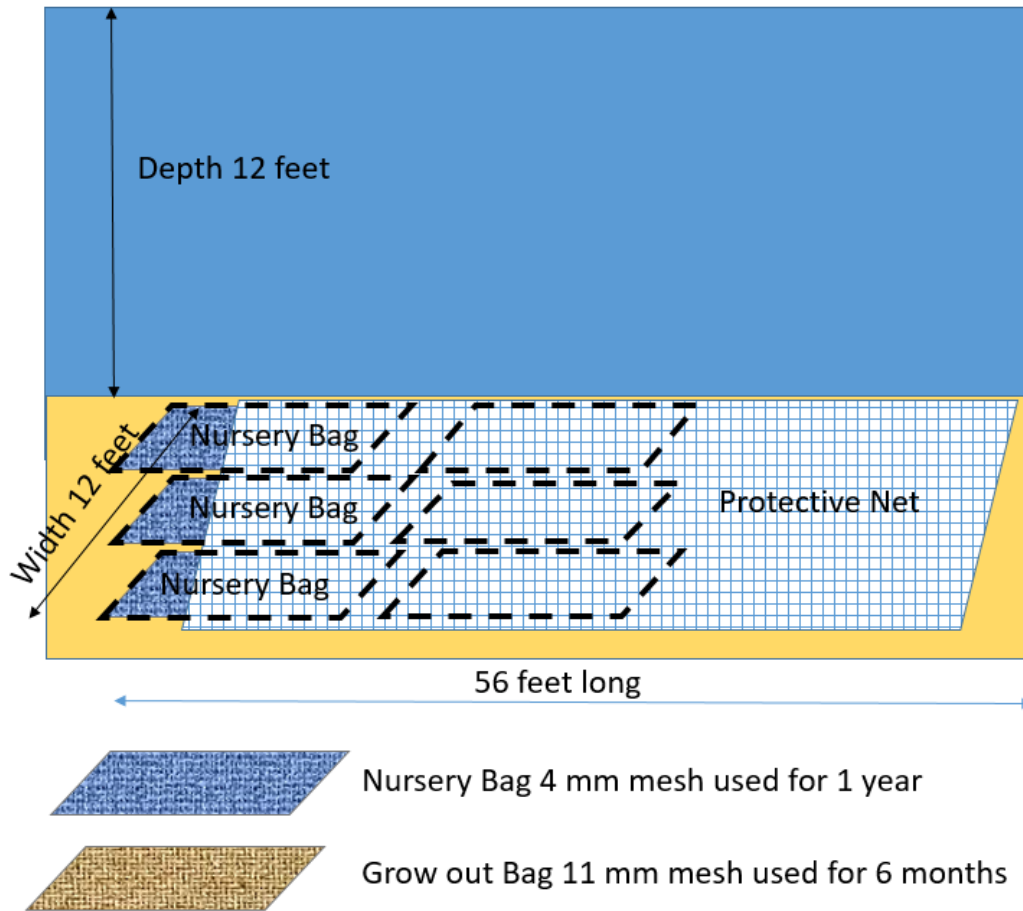
Fig. 2

Description: 4,000 feet from shore, an area of 5 acres (466 feet x 466 feet) 12 feet depth with sandy to muddy soils. No sea grasses. Shown in Fig. 1.

Red line delimited the area in Fig. 2 is the area proposed. The white line delimited area was the site of clam deployed on spring 2021.

Kera Study was the point where student Kera Pasquerilla conducted suitability study for clams and the location of Mote Marine acoustic receiver.

Cross section diagram of the proposed area.



Attachment 3: proposed gear images.  
Examples of nursery bags to be used.



Examples of grow-out bags with bigger sized clams.







Nicole "Nikki" Fried  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Division of Aquaculture

**MANAGEMENT AGREEMENT FOR  
CERTAIN SOVEREIGNTY SUBMERGED LANDS  
IN \_\_\_\_\_ COUNTY, FLORIDA**  
Section 18-21.005(1)(e), F.S.

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

Agreement No. \_\_\_\_\_

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund, herein referred to as the "Grantor", holds title to certain sovereignty submerged lands in \_\_\_\_\_ County, Florida; and

WHEREAS, the Grantor has authority to provide for the management of said lands by virtue of Chapter 253.03, Florida Statutes; and

WHEREAS, \_\_\_\_\_ has expressed an interest in managing the subject lands as \_\_\_\_\_, and;

NOW THEREFORE, the Grantor and its agent herein referred to as the Department of Agriculture and Consumer Services hereby grants to the \_\_\_\_\_, herein referred to as the Grantee, authorization to manage as \_\_\_\_\_, for use in conjunction with \_\_\_\_\_ research activities, as shown on "Exhibit A" (the Management Plan), attached hereto, and made part hereof.

WITNESSETH:

The Grantor and the Grantee, for and in consideration of the covenants hereinafter contained agree that the Grantee will have the use of the area described in "Exhibit B", attached herein for a period of \_\_\_\_\_-years from \_\_\_\_\_, the effective date of this Agreement. The terms and conditions of this Agreement are as follows:

1. Subject to all existing encumbrances and the terms and conditions of the subject parcels, the Grantor hereby grants the Grantee the authorization to manage the subject properties which shall not conflict with the conservation, protection and enhancement of said lands, nor shall this Agreement be construed in any way to interfere with the maintenance of public navigation projects or other public works projects authorized by the United States Congress.

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Rev. 02/14  
Pg. 1 of 5



2. The Management Plan attached hereto as "Exhibit A" shall be revised jointly by the Grantor or its agent, and the Grantee at no greater than \_\_\_ year intervals and updated as necessary. The Grantee shall not alter the property, or engage in any activity except as provided for in the required plan, Exhibit B of this instrument, without the advanced written approval of the Board.

3. Upon execution of this Agreement, the Grantee shall have the right to enter and occupy the properties for the purpose of fulfilling the activities described in Exhibit A.

4. The Board, or its agent, the Department of Agriculture and Consumer Services, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this Agreement.

5. Should the Grantee fail to keep any of its covenants contained herein, the Grantor shall have the right to terminate this Agreement on the 60th day following written notice to the Grantee, provided that the Grantee fails to correct the deficiency within the 60 day period. If the Grantee takes corrective action, satisfactory evidence shall be submitted to the Grantor of the corrective action taken.

6. This Agreement does not convey any title interest to the areas described in "Exhibits A and B" attached hereto.

7. The Grantor, shall retain the right to enter the properties or engage in management activities other than those provided for herein, with prior notification to, and in consultation with, the Grantee, and shall retain the right to grant approval for compatible uses of the property to third parties during the term of the Agreement. In the event of a possible conflict, the Grantor shall determine whether or not any proposed uses by a third party are in conflict with this Agreement.

8. Renewal of this Agreement is at the sole option of the Grantor or its agent. Such renewal is subject to the terms, conditions and provisions of current management standards and applicable laws, rules and regulations in effect at that time. If the Grantee fails to apply for a renewal within the grace period, or in the event the Grantor does not grant a renewal, the Grantee shall vacate the Agreement area. Said grace period shall be 60 days after the expiration of this agreement.

9. Should a need of greater public benefit or necessity arise, the Grantor shall have the right to terminate the Agreement upon providing 60 days written notice to the Grantee.

10. This agreement may be unilaterally terminated by either party, with or without cause, by providing written notice of the intent to terminate this Agreement to the other party at least 60 days prior to the proposed date of termination.

11. Grantee shall restore the affected management agreement areas to predevelopment conditions, and remove all structures and equipment at its own expense, prior to the expiration or termination date of the agreement.

12. This Agreement and any rights and privileges contained herein are for the sole use of the Grantee and shall not be assigned or transferred to any other party.

13 The Grantee hereby covenants and agrees to investigate all claims of every nature at its expense, and to indemnify, defend and hold and save harmless the Board of Trustees of the Internal Improvement Trust Fund, the State of Florida and the Department of Agriculture and Consumer Services from all claims, actions, lawsuits and demands arising out of this Agreement or any activity conducted hereunder. The Grantee further agrees to be solely

SSLMA No. \_\_\_\_\_

responsible for any injury or property damage resulting from any property conditions or activity within the Agreement areas.

14. The Grantor and Grantee agree that the Grantor has venue privilege as to any litigation arising from matters relating to this Agreement. Therefore, any such litigation between the Grantor and Grantee shall be initiated and maintained only in Leon County.

15. Section 267.061(1)(b), Florida Statutes, specifies that title to all treasure trove, artifacts and such objects of antiquity having intrinsic, scientific or historical and archaeological value, which have been abandoned on state-owned lands or state-owned sovereignty submerged lands is vested in the Division of Historical Resources (DHR) of the Department of State, for the purpose of administration and protection for the State of Florida. Execution of this Agreement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The disturbance of archaeological and historical sites on state-owned lands is prohibited unless prior authorization has been obtained from DHR. All proposals for changes in the character or use of state lands shall be coordinated with DHR in order to mitigate potential damage or disturbance, of, or to preserve, archaeological and historical sites and properties.

16. Any inequities that may subsequently arise as a result of this Agreement shall be subject to negotiation upon written request of either party hereto, and the parties agree to negotiate in good faith. In the case of failure by the respective staffs to resolve conflict(s), the matter may be referred to the Board of Trustees of the Internal Improvement Trust Fund for final resolution.

17. As an express condition of this agreement, Grantee agrees to be bound by present and future enactments in the law as expressed in Chapter 253, Florida Statutes, or elsewhere; and by present and future provisions of Florida Administrative Code rules promulgated thereunder.

18. The following special conditions shall apply to this Agreement.

a. Pursuant to Chapter 253(7), Florida Statutes, this Agreement may contain special conditions that provide for flexibility in marking the boundaries, incorporating conditions necessary to issue permits pursuant to Part IV of Chapters 373 and 403, Florida Statutes, and provide for special activities related to aquaculture and resource management. Authorizations under Part IV and Chapter 373, Florida Statutes, shall be issued in conjunction with this Agreement under the following conditions:

(1) Authorized activities includes \_\_\_\_\_ research, cultivation and harvest activities, involving the placement of \_\_\_\_\_; \_\_\_\_\_ shall be installed in order to mark each of the four-corners of each project area.

(2) The placement, type and function of appliances and devices used in culture practices and use of any predator exclusion devices are subject to approval by the Division of Aquaculture.

(3) All materials placed on or in the water shall be clean and free of preservatives including creosote, oils and greases, debris, litter or other pollutants.

b. The Grantee shall, within ninety (90) days from the date of execution of this Management Agreement, properly post the Management Agreement boundaries to delineate the corners and perimeters of this project site. Except for the \_\_\_\_\_ corner, Grantee must install and maintain a buoy or stake at each of those particular site corners. Markers shall be installed in a consistent manner (i.e., utilizing all buoys, or all stakes on site). Markers should be sufficient to warn mariners passing in the vicinity of this site of the potential hazards to navigation.

(1) A corner marker is required to be installed on the \_\_\_\_\_ corner of this management agreement

SSLMA No. \_\_\_\_\_

site. This marker shall be a sign (minimum of 2' x 2' in size) fastened to a PVC pole at least four-inches in diameter. The sign must have a white background and include: a. The language "RESTRICTED USE AREA, HARVESTING PROHIBITED EXCEPT BY GRANTEE" in one-inch black letters; b. "diamond symbol" using international orange reflective tape; c. a two-inch border using international orange reflective tape; d. the relative geographic position "\_\_\_\_" for the \_\_\_\_\_ corner in two-inch black letters; and e. FDACS Management Agreement No. \_\_\_\_-MA-\_\_\_\_ in two-inch black letters. 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 (1) inch in height and include each corner designation (i.e., NE, NW, SE, and SW) and FDACS Management Agreement No. \_\_\_\_-MA \_\_\_\_\_. Each buoy must be maintained upright at a minimum height of 14-inches above the mean high water mark.

(3) Stakes 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. FDACS Management Agreement No. \_\_\_\_-MA-\_\_\_\_, and each corner designation (i.e., NE, NW, SE, and SW) shall be displayed in black block characters of at least 1" in height. The identifying field on the stake shall extend a minimum of 18-inches above the mean high water mark. Stakes may be made from carsonite, fiberglass, and/or PVC.

c. The Grantee agrees that no vessel required to be registered or titled under Florida law shall be allowed to moor or dock within, or otherwise use the management agreement area unless such vessel is registered or titled in accordance with Chapters 327 and 328, Florida Statutes.

d. Grantee shall provide Grantor with a comprehensive report of all research activities that are conducted under the project within 30 days from the date of receipt of the request for the research materials from Grantor.

e. The Grantee 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.

f. Grantee shall possess and maintain a valid aquaculture certificate of registration from the Department of Agriculture and Consumer Services pursuant to Chapter 597.004, F. S.

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BOARD OF TRUSTEES OF THE INTERNAL

SSLMA No. \_\_\_\_\_

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IMPROVEMENT TRUST FUND OF THE STATE OF  
FLORIDA

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

"GRANTOR"

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_, by Joey B. Hicks, Director, Division of Administration, who is personally known to me.

\_\_\_\_\_  
Notary Public (SEAL)  
State of Florida at Large

\_\_\_\_\_  
Typed/Printed Name of Notary Public

\_\_\_\_\_  
Grantee (SEAL)

BY \_\_\_\_\_  
Original Signature of Executing Authority

\_\_\_\_\_  
Typed/Printed Name of Executing Authority

\_\_\_\_\_  
Title of Executing Authority

"GRANTEE"

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)

SSLMA No. \_\_\_\_\_

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