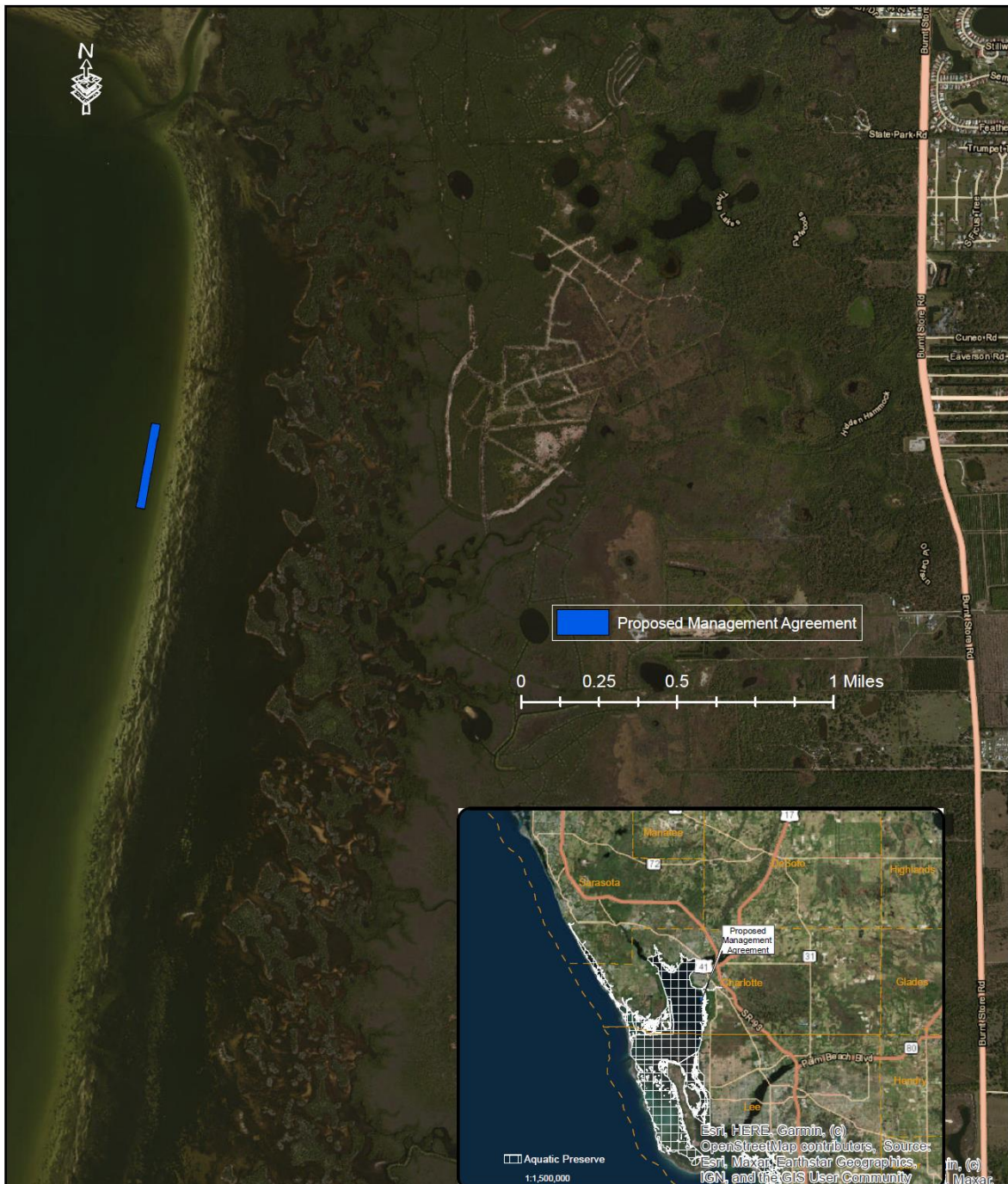


Proposed Management Agreement  
Charlotte County



**Division of Aquaculture  
Aquaculture Management Agreement Resource Assessment  
Charlotte County  
2/1/2023**

**Introduction**

SW Florida Shellfish Association-Barry Hurt has proposed a 5-acre parcel, to be utilized for clam restoration aquaculture in Charlotte Harbor, Charlotte County. Division staff, along with DEP Aquatic Preserve staff, assessed the proposed site on February 1, 2023.

**Site Location**

The site is on the eastern wall of Charlotte Harbor, Charlotte County, and in an Unclassified Shellfish Harvesting Area (Figure 1). The parcel will be utilized for a Management Agreement therefore does not need to be in a classified Shellfish Harvesting Area.

**Resource Assessment**

A 5-acre parcel was assessed in Charlotte Harbor, Charlotte County (Figure 2). The resource assessment was conducted during low tide. Visibility was approximately seven feet at the site and the bottom was visible from the surface. The substrate consisted of firm sand throughout the parcel (Figure 3). The assessment was conducted on February 1, 2023, by boat, utilizing poling and snorkeling. Four poling transects were conducted around the perimeter, along with three center transects (Figure 4). Depths during the assessment ranged from 5 to 7 feet. The closest shoreline is approximately 1,870 feet to the East (Figures 5-7). No seagrass assemblages, oyster reefs or hard bottom were found within the proposed site. Drift algae (Figure 8), *Caulerpa* and dead sand dollars were found throughout the parcel. A 50-foot buffer around the perimeter was also assessed, which consisted of the same substrate and no other critical habitats were present. The proposed site is located within the Gasparilla Sound-Charlotte Harbor Aquatic Preserve and smalltooth sawfish Critical Habitat areas (Figure 9). The proposed site is located away from any red mangroves and in waters deeper than 36" in MLLW, so as to avoid any impacts to the essential features of smalltooth sawfish critical habitat.

**Hurt Parcel - GPS Coordinates and Depth:**

NW Corner:	26.860668/ -82.064141	7 ft
NE Corner:	26.860593/ -82.063705	5 ft
SW Corner:	26.856711/ -82.065020	6.5 ft
SE Corner:	26.856622/ -82.064567	7 ft

**Recommendations:**

After review of the pertinent information, Division staff recommends the proposed 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 site and the adjacent

areas. The proposed parcel is not in a major navigation channel. Some boating/kayaking activity is expected for recreational fishing.

Figure 1. Proposed Hurt Site Location in Charlotte County.



Figure 2. 5-acre parcel proposed in Charlotte County

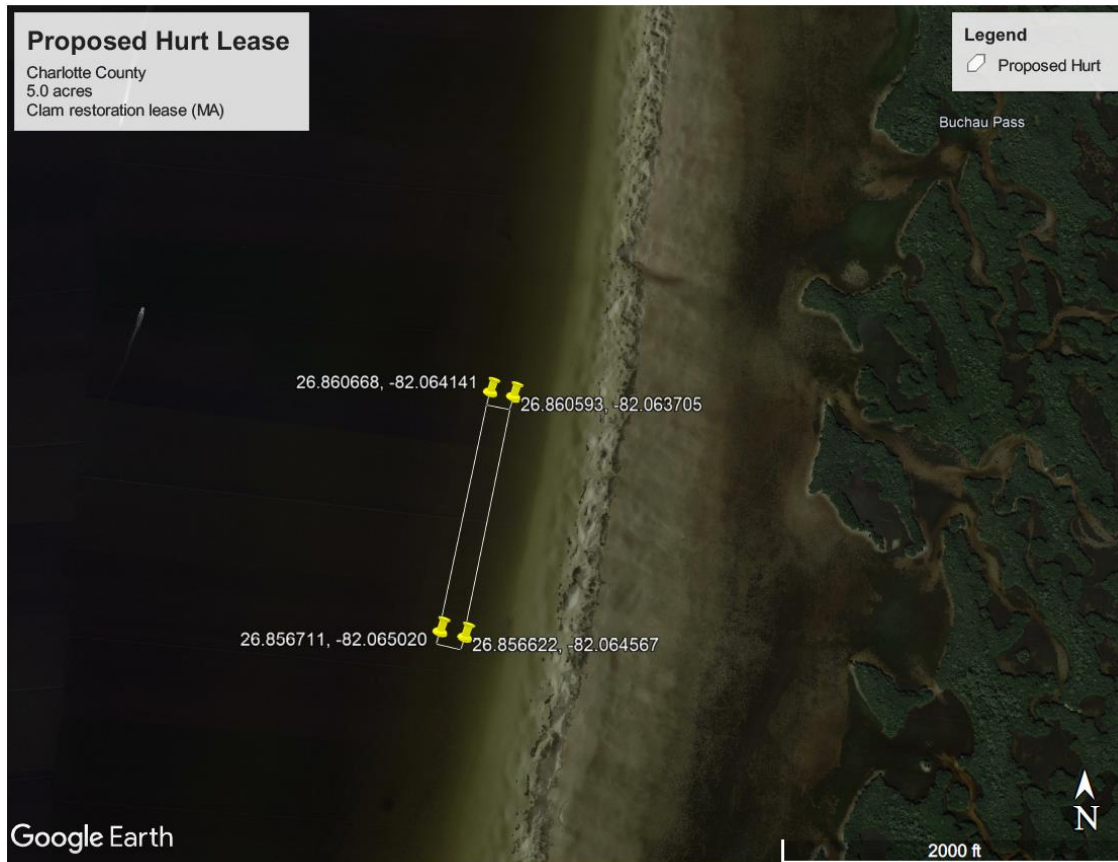


Figure 3. Firm sand substrate throughout the proposed parcel

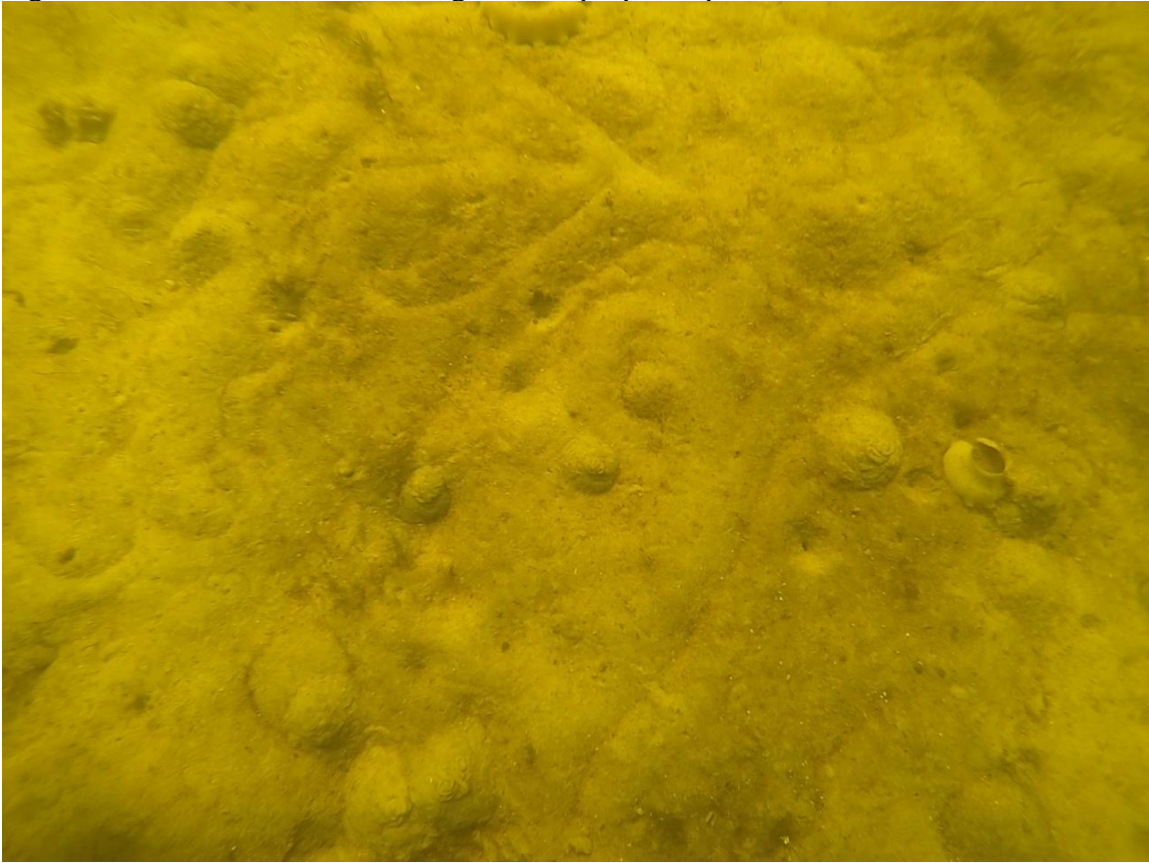
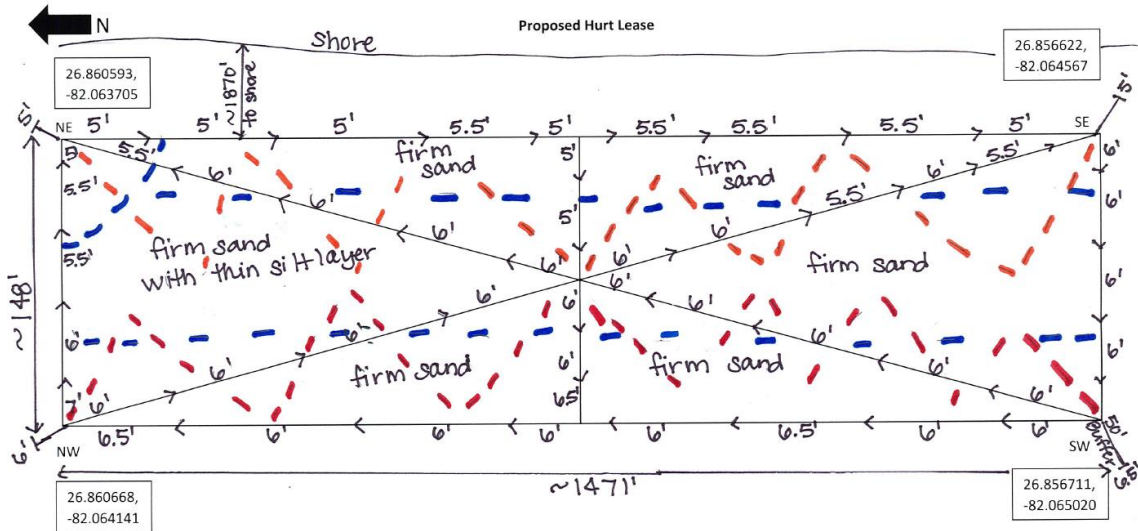


Figure 4. Proposed Hurt resource assessment



Date/Time: 02/01/23, 9:00am  
 FDACS staff: Carrie J, Katie D, Pam B, Jack D.  
 Applicant: Barry Hurt  
 AP Staff: Mindy Brown + 4 staff  
 Visibility: 7'  
 Critical Habitat: Smalltooth Sawfish, Aquatic Preserve

Water Body: Charlotte Harbor/East Wall  
 Shellfish Harvesting Area (SHA): Unclassified  
 County: Charlotte  
 Tide: Low  
 Weather: Sunny, calm  
 Bottom Type: Firm sand

Snorkel transects  
 - - - CJ  
 - - - KD  
 - - - AP staff

Figure 5. Shoreline looking East



Figure 6. Shoreline, looking Northeast



Figure 7. Looking South



Figure 8. Drift algae

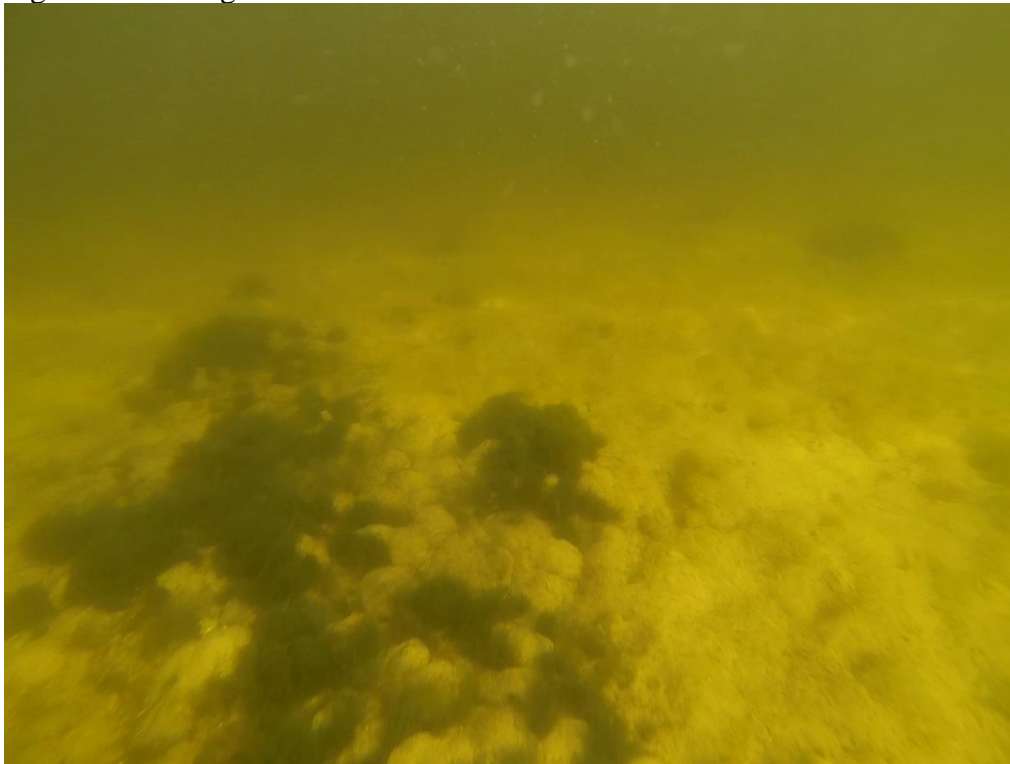
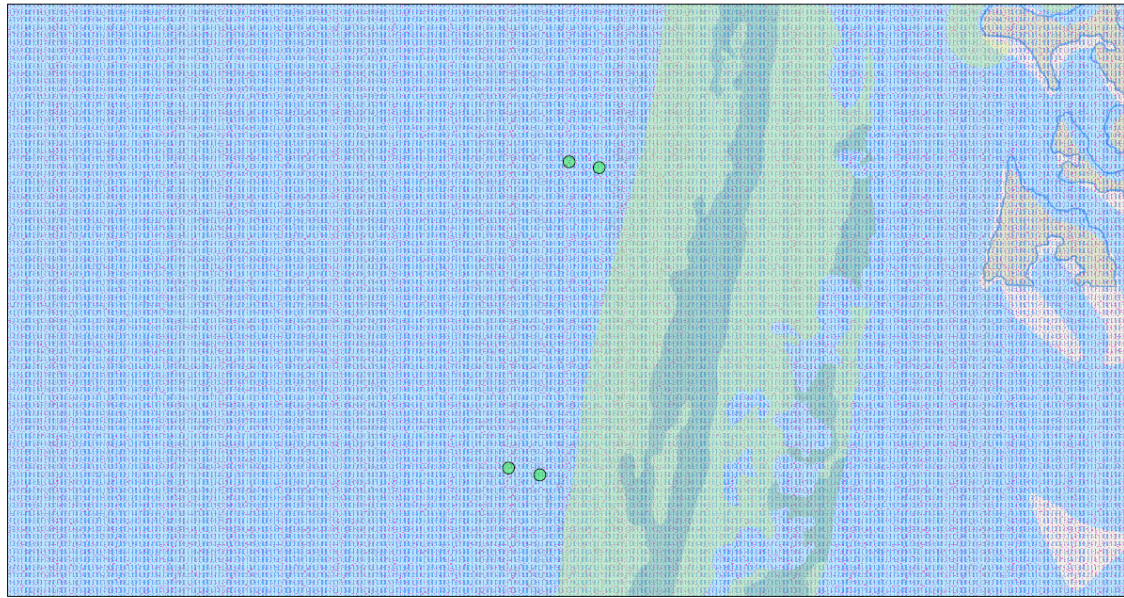




Figure 9. Critical habitat map.

Proposed Hurt Lease



September 12, 2022

- Aquatic Preserves
- Patchy (Discontinuous) Seagrass
- Seagrass Habitat in Florida
- Smalltooth Sawfish Critical Habitat
- Continuous Seagrass
- Florida State Park Management Zones

1:4,514  
0 0.05 0.1 0.2 mi  
0 0.07 0.15 0.3 km

Sources: Esri, Airbus DS, USGS, NGA, NASA, CGAR, N Robinson, NCEAS, NGS, NOAA, Geospatial, Ribavenski, GSA, Geospatial, FEMA, Intermap and the GIS user community, FDER, RCP, FDER/DP, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Map created by Map Direct, powered by Esri.  
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.



NICOLE "NIKKI" FRIED  
COMMISSIONER

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. 08-MA-2183 (Official Use Only)

Please Type or Print Legibly

**PART I - Applicant Information**

Name: SW Florida Shellfish Association/ Barry Hurt President

Company Name: SW Florida Shellfish Association

Lease Title: SW Florida Shellfish Association Inc

Aquaculture Certificate of Registration Number: AQ1518037

Address: PO Box 511214

City: Punta Gorda State: FL Zip: 33951

Telephone Number: 863-604-1891 Fax Number: \_\_\_\_\_

E-Mail Address: barryhurt9@gmail.com

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

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

Over 150 years of combined experience by member/subcontractor farmers. All are proficient with bottom planting techniques and agree to Association BMP for standardization.

**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 ~~Lee~~ Charlotte

Aquaculture Use Zone 6212

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

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: 4215030000  
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.

DEPT OF AGRICULTURE  
AND CONSUMER SERVICES  
SEP 01 2022  
BUREAU OF FINANCE  
AND ACCOUNTING

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

County Charlotte  
 Water body Charlotte Harbor  
 Size of Proposed Lease Area 5-6 Acres acres  
 Shallowest water depth at mean low water 5 feet  
 Deepest water depth at mean low water 8 feet  
 Average tidal range in area 1 feet  
 Shellfish Harvesting Area (SHA) 6212  
 Do you own the riparian upland property?  
 Yes  No

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 [Aquaculture\\_Web@FDACS.gov](mailto:Aquaculture_Web@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.

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.  
 \_\_\_\_\_

Approx. distance to nearest shoreline 800 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>26.860593</u>	<u>82.063705</u>
SE	<u>26.856622</u>	<u>82.064567</u>
NW	<u>26.860668</u>	<u>82.064141</u>
SW	<u>26.856711</u>	<u>82.065020</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.).

Shell, SAND CARRIE HAS A SURVEY ON THIS SITE

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.).

Restoration site for *M. campechiensis* clams. BARRIA AREA that clams could bring Nutrient Removal, soil stabilization AND sustainable fishery.

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

Fishing.

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).

Will not threaten any species. All positive impacts.

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

PROOF THAT A ~~NATURAL~~ NATURAL TOOL CAN BE USED TO MITIGATE NUTRIENT LEVELS.

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).

NONE

**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.

Restoration only. Bottom planted Mercenaria Campachiesis. To be an ongoing submerged restoration 'island' for the purposes to restore native clams to the area. No Harvest of product is planned.

---

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 1-2 million Mercenaria Campecheinsis

Year 2 husbandry

Year 3 husbandry

Year 4 husbandry

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

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

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

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

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

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

Describe the supply source of seed stock or rock products.

locally collected wild brood stock then spawned by FDACS certified seed producers

Describe the distribution of the product after harvest.

No harvest planned Seed to be purchased by the Association at 4mm and distributed to participating subcontractor farmers for nursery. Subcontractor farmers then replant at 8 mm minimum size using bottom planting techniques as set forth by the Association (BMP) on the sites. NONHARVEST RESTORATION SITE.

**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.).

Nursery bags nylon or polystyrene. Bottom plantings to be 12x40 polypropylene netting. Maximum 6" off bottom height. ALL FOREIGN MATERIALS TO BE REMOVED FROM PLANTING AFTER 3 YEARS OF GROWTH.

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.

Funding is provided for full removal and disposal of all foreign materials used after 3 years of growth.

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.

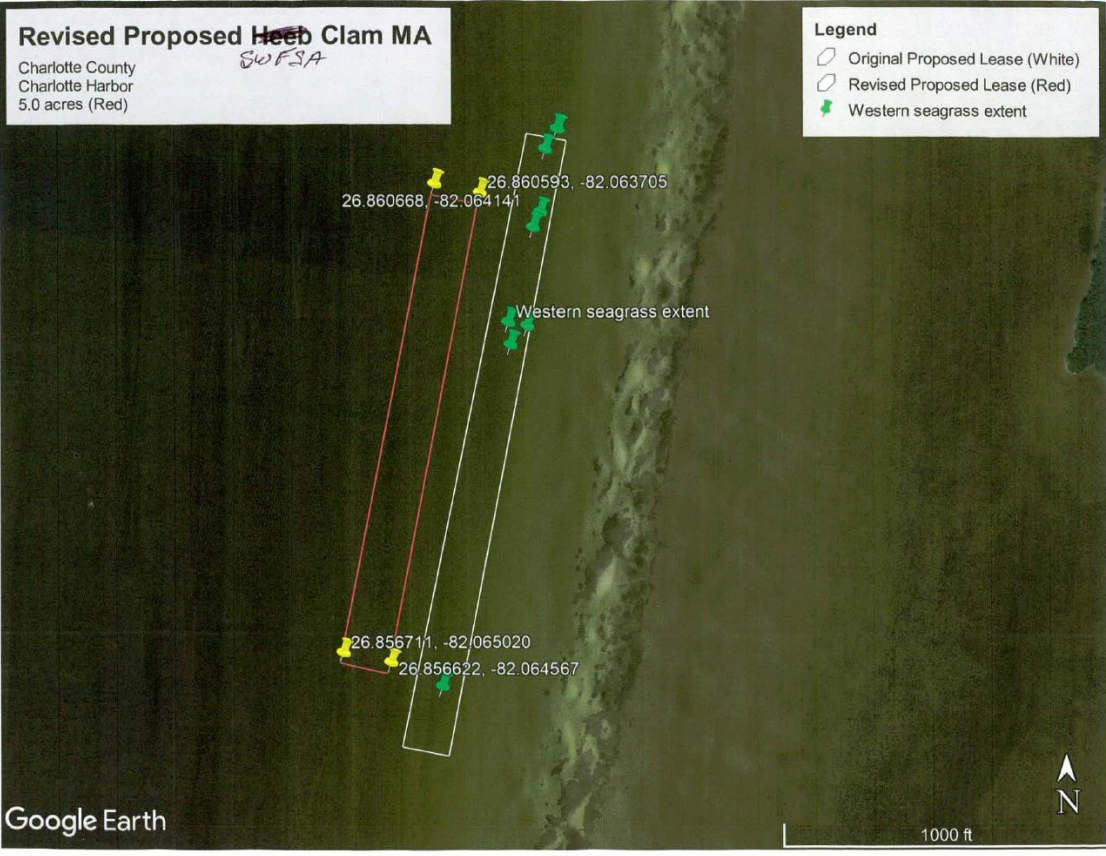
I understand that I will be responsible to install and maintain lease markers pursuant to an approved U.S. Coast Guard Private Aids to Navigation permit.

For existing parcels, an application fee of \$200.00 is required to be submitted with the lease application.

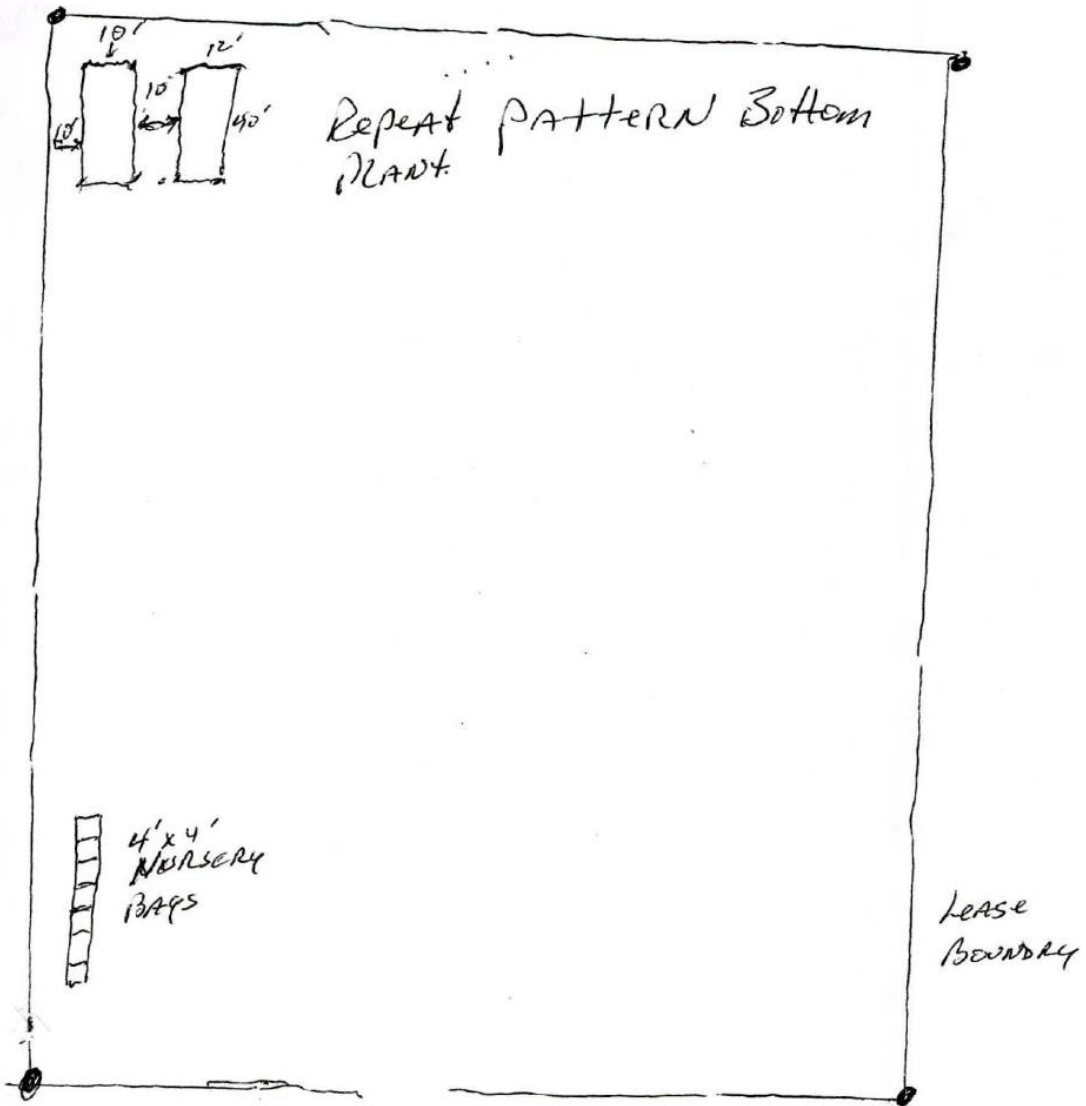
For new site nominations, do not include the application fee at this time. However, upon review and approval of an application for a newly proposed area, the division will contact you for the required \$200 application fee.

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

Applicant's Signature: Barry S. Hunt *SW Florida Shellfish Assoc.*  
Date: August 29, 2022 *President*



LEASE



12' x 40' Bottom Plantings. MAX 6" height  
Above Bottom. 10' Lanes Around Each Planting.  
NO OTHER GEAR.



# A Billion Clams plan for Charlotte Harbor

2021 update

**RED TIDE FINANCIAL IMPACT** Two separate University of Florida economic studies on the financial impact of red tide on SW Florida were conducted. The first study was of the losses to the clam farms only in the 2016 red tide event which resulted in over a \$3 million negative impact to the local economy. Secondly, the disastrous 2018-2019 red tide event was a negative impact over \$650 million to the overall SW Florida economy including the tourism and restaurant industries. (<https://fred.ifas.ufl.edu/extension/economic-impact-analysis-program/disaster-impact-analysis/harmfulalgalblooms/>).

**FARM LOSS** SW Florida clam farmers are small family farms. In Lee and Charlotte County, the State of Florida has 101 approved lease sites. In 2001 all leases were in production and there was a waiting list for new farmers. By 2011, only 55 leases were in production. Today there are less than 20 leases in production. Prolonged closures due to the increase and longevity of red tide blooms have been the root cause. There is no such thing as a significant 'wild caught' clam industry in Florida any more. Our once prolific shellfish population in Charlotte Harbor is now virtually barren.

**SEAGRASS LOSS** Seagrass has been closely monitored by the State of Florida for some time. There has been a steady decline in seagrass acreage for years in SW Florida but the current rate of decline is very alarming. In the short period from 2018-2020, there has been a 23% seagrass decline in Charlotte Harbor and a 12% decline in Lemon Bay. In the same period, we have seen a dramatic increase in undesirable macroalgae. Nutrient overload is suspected as being a major cause. Seagrasses require sunlight penetrating clear water for growth. Shellfish clean the water by consuming the algae in it.

**BEST RETURN ON INVESTMENT** The ABC plan attacks the nutrient problem from two directions. First, it employs clam farmers to plant and provide husbandry to noncommercial restorative sets of native Florida Clams (*mercenaria campechiensis*) whose life span is some 50 years. The life span of an oyster is 3-4 years and a scallop is only 18 months. A healthy female clam can produce up to 20 million eggs per spawn twice yearly. While only a small number will reach maturity due to predators, repopulation is a major component of the ABC plan. Secondly, the income from restoration will provide some necessary financial stabilization for clam farmers. When a clam farmer harvests their crop, the nutrients (nitrogen, carbon, phosphorus) stored in the clam will be totally removed from the water. If all 101 leases were again in production at 50% capacity and 70% survivability, it would equal 35 million clams=175 million gallons filtered daily = 7000 lbs. of Nitrogen removed annually = 195,000 lbs. of Carbon (shell) removed annually = 5400 lbs. of phosphorus removed annually= estimated annual \$15 million positive impact to local economy.

**MULTIYEAR PLAN** Three 3-year phases. Phase 1 is 10 million restored clams planted per year for 3 years, husbandry of plantings as needed, and eventual removal of protective netting, at a projected total cost of \$3 million dollars excluding administration costs. Phases 2 and 3 costs will be updated considering current cost analysis and conditions. The goal is at end of 9 years is to have a minimum of 200 million restored native clams covering some 200+ acres. The result would be 1 billion gallons of seawater being filtered every day by protected restored clams.

SUMMARY: Restoration of native Florida clams provides a natural solution to enhancing water quality while mitigating the duration and intensity of red tide and other algal blooms. Clams will be fostered in permanent noncommercial not-for-harvest sites. Mature clam beds can last for decades making this project a long term investment in Charlotte Harbor.

ENVIRONMENTAL BENEFITS:

- Clams naturally consume algae and absorb nitrogen, carbon, and phosphorus<sup>1</sup>
- Littleneck clams can filter up to 5 gallons of seawater daily  
Littleneck clams can remove .09 grams of Nitrogen  
Littleneck clam shell will average 3 grams of Carbon  
1% of clam meat weight is phosphorus<sup>2</sup>
- Expectation is that 35 million gallons of seawater filtered daily at end of first year.<sup>3</sup>
- Native Florida clams (*mercenaria campechiensis*) have a life expectancy up to 46 years.<sup>4</sup>
- Clam beds aid in coastal reinforcement and counteract erosion.<sup>5</sup>
- Clams reduce turbidity helping recovery of seagrass loss (23% 2018-2020)<sup>6</sup>
- Clam beds provide critical sanctuary for juvenile marine fish and other organisms.<sup>7</sup>

ECONOMIC BENEFITS:

- Natural clam filtration of nutrients cheaper than land-based water treatment.<sup>8</sup>
- Clams will reproduce and expand without any additional cost to taxpayers.<sup>9</sup>
- Improved water quality will help mitigate red tide thus boosting SW Florida economy.<sup>10</sup>

---

<sup>1</sup> [www.shellfish.ifas.ufl.edu/environmentalbenefits](http://www.shellfish.ifas.ufl.edu/environmentalbenefits)

<sup>2</sup> [www.nutritionadvance.com/clams-nutrition-benefit](http://www.nutritionadvance.com/clams-nutrition-benefit)

<sup>3</sup> 10 million clams to be planted by qualified experienced clam farmers. Based on minimum local historical farm average survival rate of 70%, the expected result is 7 million clams filtering 5 gallons per day at end of year 1.

<sup>4</sup> Hadley and Coen [www.dc.statelibrary.sc.gov](http://www.dc.statelibrary.sc.gov)

<sup>5</sup> Davenport, et al 2017, 'Living shoreline support benthic communities in Chesapeake Bay'

<sup>6</sup> Turbidity-Newell and Koch 2004; Seagrass loss-([www.chnet.wateratlas.usf.edu](http://www.chnet.wateratlas.usf.edu))

<sup>7</sup> [www.int-res.com](http://www.int-res.com)

<sup>8</sup> Land-based \$multi-million vs clams \$1 million. Land based 1.5 million gal/day vs clams 35 million/day ([www.samcotech.com/how-much-does-an-industrial-water-treatment-system-cost/](http://www.samcotech.com/how-much-does-an-industrial-water-treatment-system-cost/))

<sup>9</sup> [www.myfwc.com/research/saltwater/mollusc/hard-clams/information](http://www.myfwc.com/research/saltwater/mollusc/hard-clams/information)

<sup>10</sup> UF study reveals 2018-2019 red tide event was a total negative \$650 million impact to SW Florida. [www.journals.sagepub.com/eprint/NCJP3382KDVUDMF6UC/full](http://www.journals.sagepub.com/eprint/NCJP3382KDVUDMF6UC/full)



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.

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

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

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 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.

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

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.

(Remainder of page intentionally left blank)

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

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

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. \_\_\_\_\_