

Proposed Management Agreement in Sarasota County



**Division of Aquaculture
Aquaculture Management Agreement Resource Assessments
Pinellas & Sarasota Counties
3/25/2026**

Introduction

Damon Moore with Oyster River Ecology, Inc. has proposed 7-acre and 1-acre parcels, to be utilized as management agreements for oyster restoration aquaculture on the bottom in Safety Harbor, Pinellas County and South Creek in Blackburn Bay, Sarasota County. Division staff along with DEP Aquatic Preserve staff assessed the proposed sites on March 25, 2026.

Site Location

One site is located in Safety Harbor, Pinellas County, unclassified Shellfish Harvesting Area. One site is located South of South Creek in Blackburn Bay, Sarasota County, unclassified Shellfish Harvesting Area (Figure 1). The activities would be authorized as Management Agreements; therefore, the parcels can be located in an unclassified Shellfish Harvesting Area.

Resource Assessments

Pinellas Parcel

A 7-acre parcel was assessed in Safety Harbor, Pinellas County (Figures 2 and 3). The resource assessment was conducted during a low rising tide. Visibility was approximately two feet at the site. The substrate consisted of sandy mud throughout the parcel (Figure 4). The assessment was conducted on March 25, 2026, by wading and snorkeling. Four transects were conducted around the perimeter, along with two center transects (Figure 5). Depths during the assessment ranged from 2 to 5 feet. The closest shoreline is approximately 300 feet to the West (Figures 6-8). *Halophila engelmanni* (Star Grass) was found near the Southeast corner of the proposed site (Figure 9) and the South and Eastern line were amended to be at least 50-feet away from those habitats (Figure 10). A 50-foot buffer around the perimeter was also assessed, which consisted of the same substrate and no critical habitats were present in the amended site (Figure 11). The proposed site is located in the Pinellas County Aquatic Preserve. The original 7-acre parcel was minimized to be at least 50 feet away from the identified seagrass habitat and the amended parcel will be 5 acres. (Figure 12).

Amended Pinellas GPS Coordinates and Depth:

NW Corner:	28.005422/ -82.674462	2 feet
NE Corner:	28.005123/ -82.673436	4 feet
SW Corner:	28.003633/ -82.675027	2 feet
SE Corner:	28.003370/ -82.674156	3 feet

Sarasota Parcel

A 1-acre parcel was assessed in South Creek, Blackburn Bay, Sarasota County (Figures 13 and 14). The resource assessment was conducted during a mid, rising tide. Visibility was approximately three feet at the site, and the bottom was visible from the surface. The substrate consisted of firm sand throughout the parcel (Figure 15). The assessment was conducted on March 25, 2026, by boat, utilizing poling and cameras. Four poling transects were conducted around the perimeter, along with two center transects (Figure 16). Depths during the assessment were 3 feet throughout the parcel. The closest shoreline is approximately 100 feet to the East (Figures 17-19). Mangroves are approximately 50 feet and oysters are approximately 75 feet. No seagrass assemblages, hard bottom or other critical habitats were found within the proposed site. A 50-foot buffer around the perimeter was also assessed, which consisted of the same substrate and no critical habitats were present (Figure 20). The proposed site is not within an aquatic preserve.

Sarasota GPS Coordinates and Depth:

NW Corner:	27.166826/ -82.479317	3 feet
NE Corner:	27.166373/ -82.478852	3 feet
SW Corner:	27.165001/ -82.478649	3 feet
SE Corner:	27.164874/ -82.478474	3 feet

Recommendations:

After review of the pertinent information, Division staff recommends the proposed Oyster River Ecology, Inc. Sarasota site and the amended Pinellas 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 sites and the adjacent areas. The proposed parcels are not in a major navigation channel. Some boating/kayaking activity is expected for recreational fishing.

Figure 1. Proposed Oyster River Ecology, Inc. (Moore) Site Locations in Pinellas and Sarasota Counties.

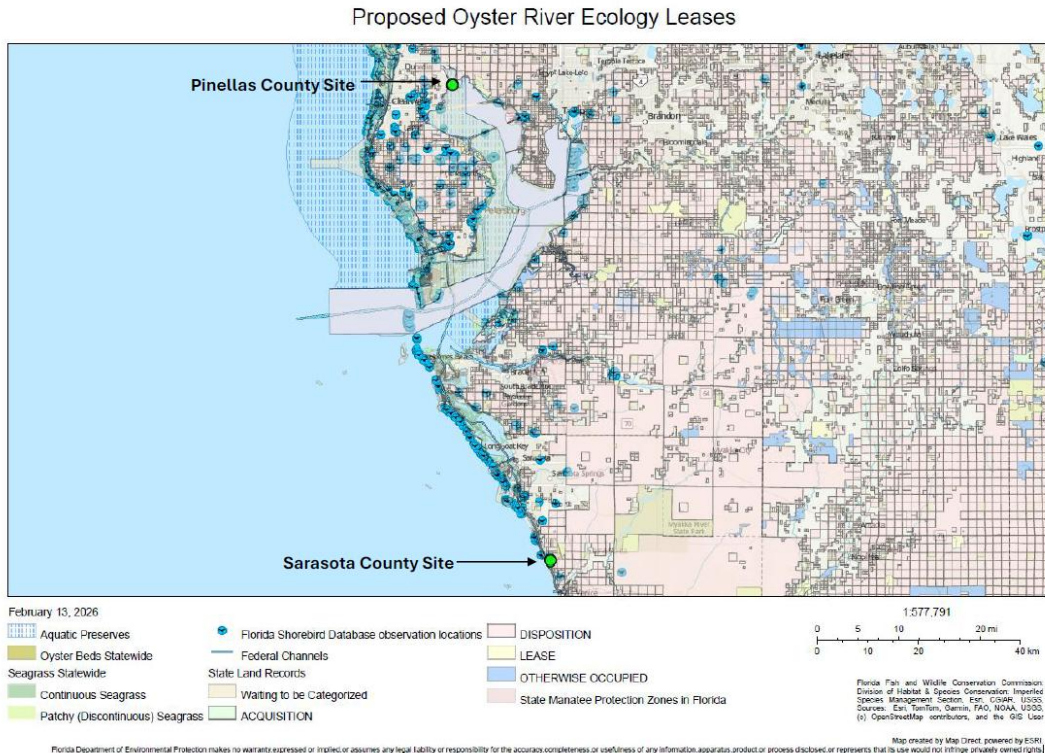


Figure 2. Vicinity of 7-acre parcel proposed in Safety Harbor, Pinellas County.



Figure 3. Pinellas County proposed parcel with coordinates.



Figure 4. Sandy mud substrate throughout the Pinellas parcel.



Figure 5. Proposed Pinellas Site resource assessment.

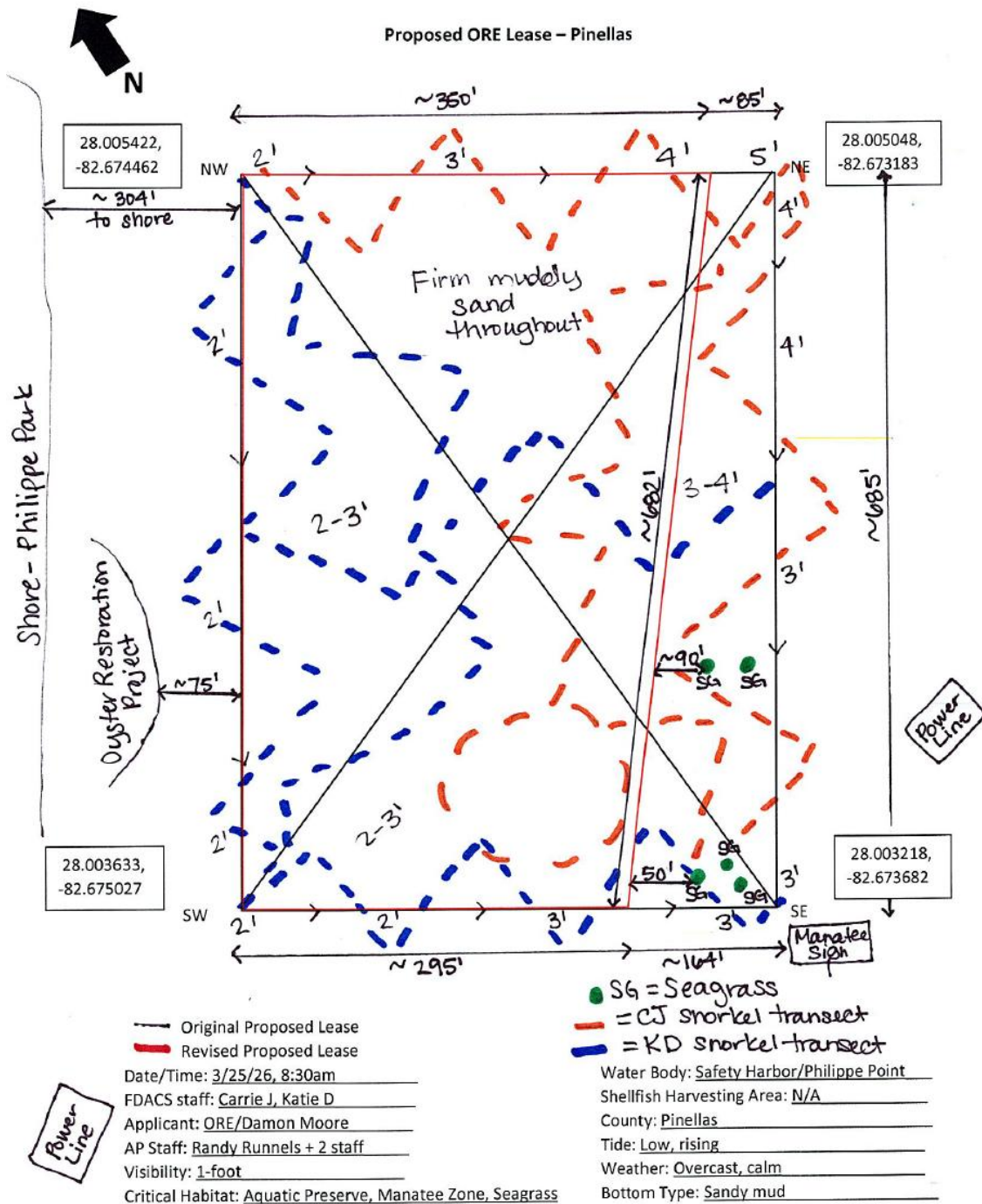


Figure 6. Pinellas Shoreline, looking West.



Figure 7. Pinellas Shoreline, looking South.



Figure 8. Pinellas Southeast corner, looking East.



Figure 9. *Halophila engelmanni* (Star Grass) found in the southeastern section of the proposed Pinellas site.

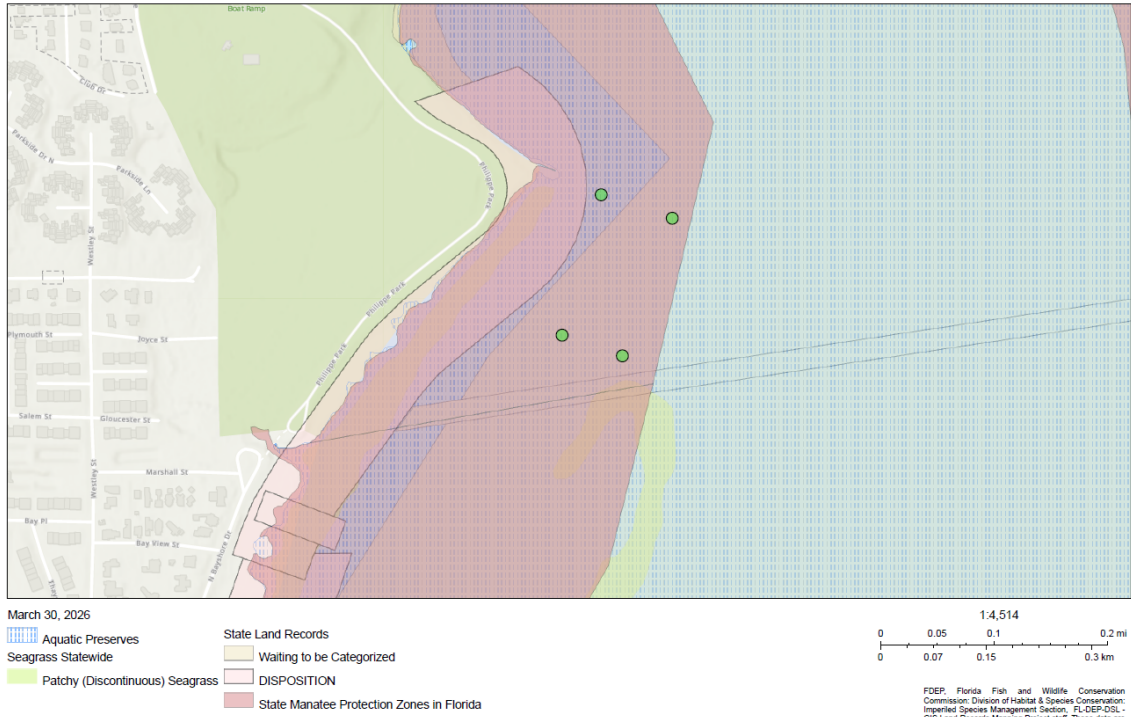


Figure 10. Amended Pinellas site boundaries for located seagrass



Figure 11. Pinellas critical habitat map.

Revised Proposed Oyster River Ecology 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.

Figure 12. Amended Pinellas Parcel- 5 acres



Figure 13. Vicinity of Sarasota proposed lease site.



Figure 14. Sarasota County proposed parcel with coordinates.

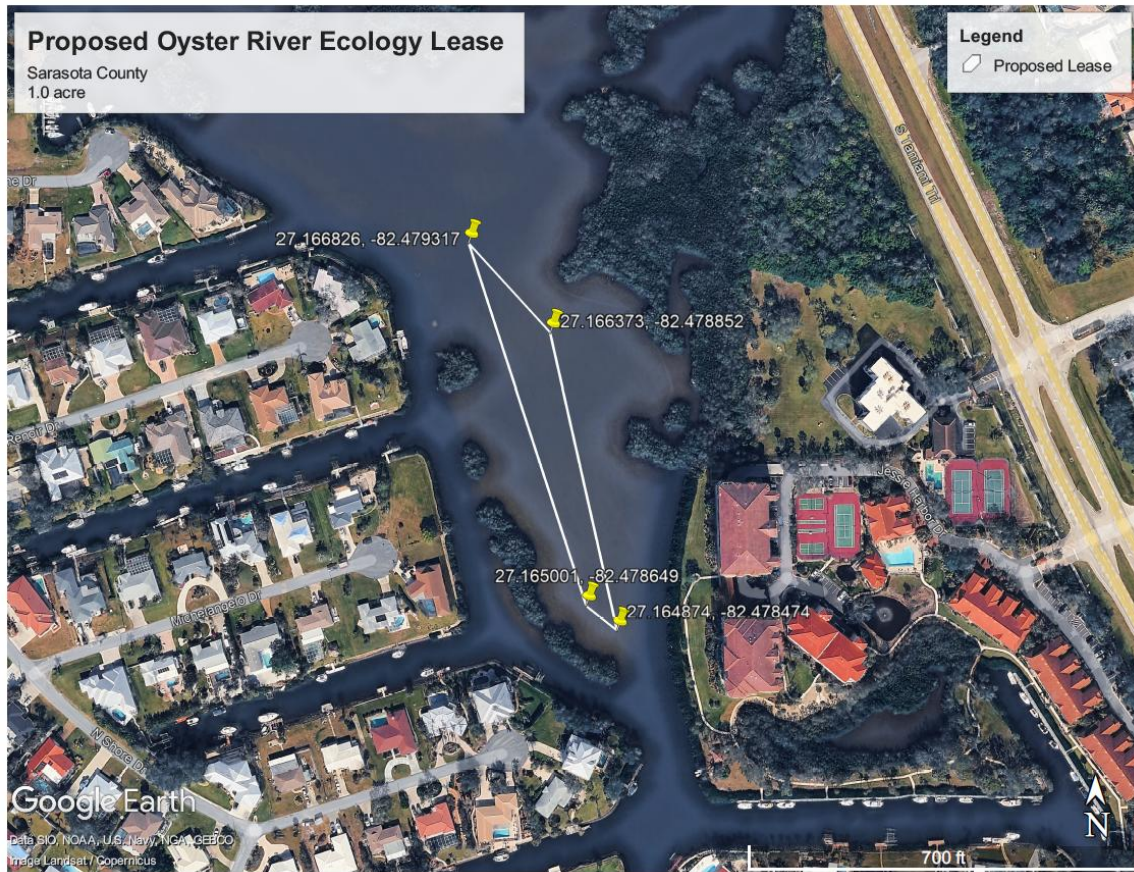


Figure 15. Firm sand substrate throughout the Sarasota proposed parcel.

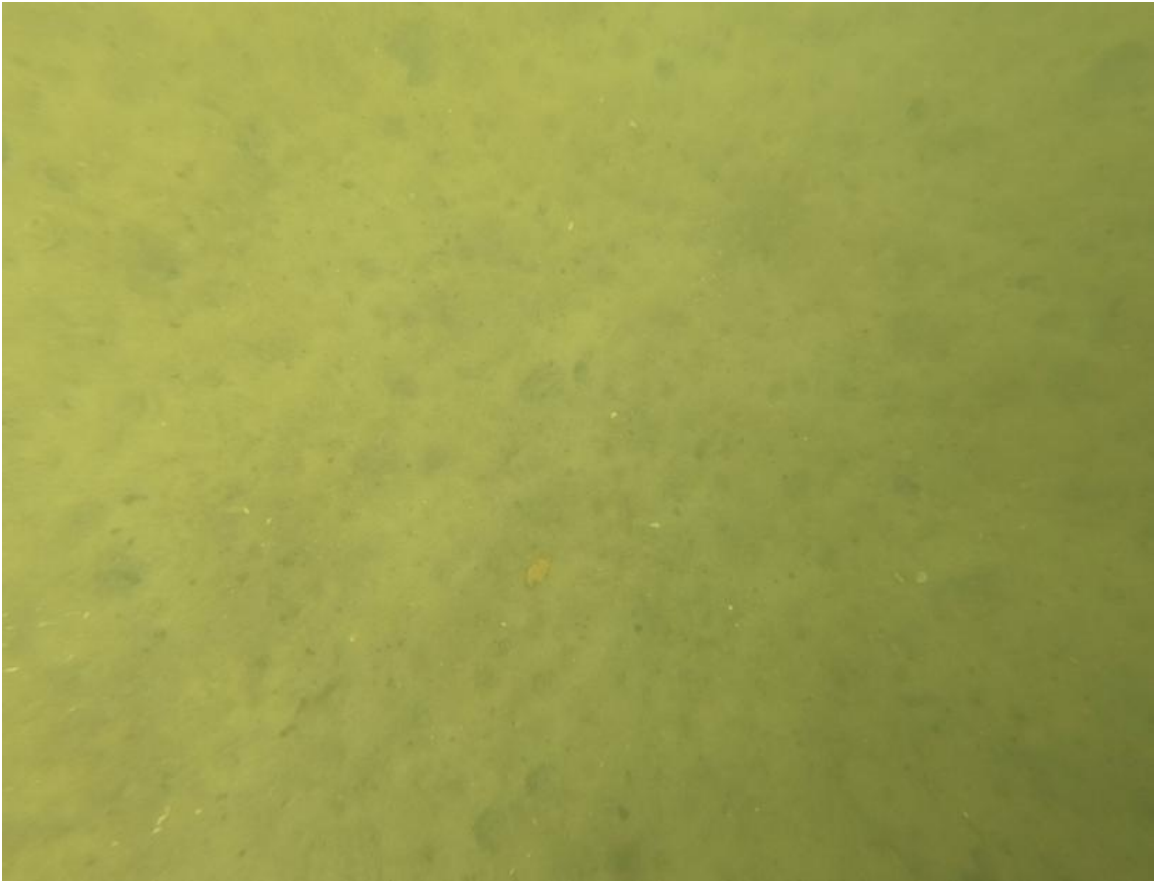


Figure 16. Proposed Sarasota site resource assessment.

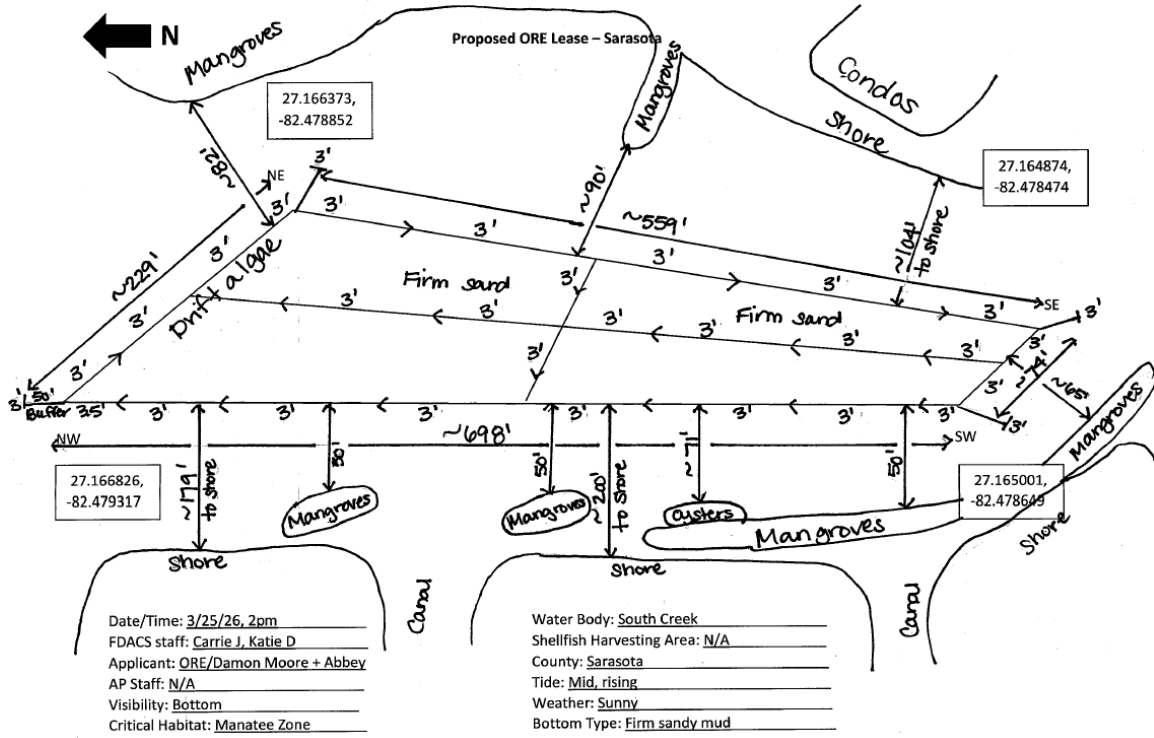


Figure 17. Shoreline and condos, looking South.



Figure 18. Shoreline, looking West.



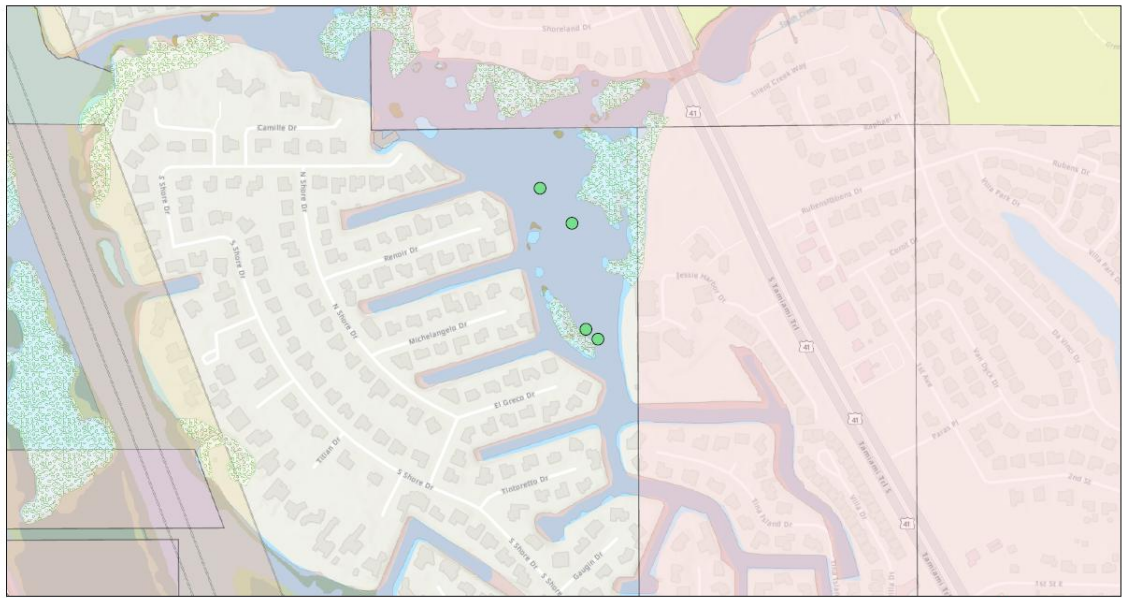
Mar 25, 2026 at 2:31:29 PM
+27.165738,-82.478727
Sarasota County

Figure 19. Shoreline, looking North.



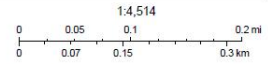
Figure 20. Sarasota Critical Habitat Map

Proposed Oyster River Ecology Lease



March 30, 2026

- | | | |
|---------------------------------|---------------------------|---|
| Oyster Beds Statewide | Federal Channels | DISPOSITION |
| Seagrass Statewide | State Land Records | LEASE |
| Continuous Seagrass | Waiting to be Categorized | State Manatee Protection Zones in Florida |
| Patchy (Discontinuous) Seagrass | ACQUISITION | Mangroves |



The data are resampled from land use land cover data from the Southwest Florida Water Management District, St. Johns River Water Management District, Suwannee River Water Management District, and South Florida Water Management District, and additional mangroves.

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.

Oyster River Ecology, Inc. (Damon Moore) Oyster Restoration MA Lease Application Responses:

Proposed Aquaculture Activities:

Damon Moore will manage the aquaculture restoration activities proposed. Damon has twenty years of experience implementing large-scale habitat restoration projects and is currently managing restoration aquaculture activities on Oyster River Ecology's 10-acre Management Agreement in the Manatee River (41-MA-2231, MAN-500). Damon has also completed the FWC Shellfish Harvester Training Course for the 2025-2026 license year (Certificate No. RI5f1uyu8U).

Reason for Pinellas Site Selection:

This site was selected for aquaculture restoration because of the lack of existing resources, suitable substrate, adjacent oyster restoration project by Pinellas County, and easy access to shore without the need for a boat for large-scale volunteer events.

Reason for Sarasota Site Selection:

The sites were selected because it is located in an area with high oyster growth potential, it does not contain existing seagrasses or shellfish resources, will not pose any impediments to navigation or recreational uses, and we have received positive feedback from the president of the neighboring condo association board president when we discussed the potential for aquaculture restoration at this site.

Recreational and Commercial Uses:

Pinellas site recreational paddling occurs in surrounding areas associated with Philippe Park. There are no known commercial uses of the proposed Pinellas area. No known recreational or commercial uses for the Sarasota site.

Potential Impacts on Ecology:

Impacts are expected to be positive and benefit fish habitat, endangered species and local water quality. The proposed projects are expected to provide increased water filtration, fisheries support and other habitat value including habitat for listed species.

Statement on Public Interest:

The leases are in the public interest because it will increase the ecological quality and ecosystem service values in the area improving fishing, water quality, and overall habitat values. Aquaculture restoration at these sites will improve water quality and habitat values in Old Tampa Bay and the Tampa Bay Watershed. Additionally, this project will facilitate thousands of volunteer hours and experiential learning by the public.

Aquaculture Related Structures: N/A

Aquaculture Activities: Management Agreement

Products to be Cultivated: Eastern Oyster (*Crassostrea virginica*)

Aquaculture restoration through the use of oyster rag pots. No harvesting will be conducted.

Effective Cultivation- Lease Development Plan:

Year 1: Placement of up to 1 acre of cultch with 70,000 seed oysters per acre, monitor growth.

Year 2: Placement of up to 1 acre of cultch with 70,000 seed oysters per acre, monitor growth.

Year 3: Placement of up to 1 acre of cultch with 70,000 seed oysters per acre, monitor growth.

Year 4: Placement of up to 1 acre of cultch with 70,000 seed oysters per acre, monitor growth.

Year 5: Placement of up to 1 acre of cultch with 70,000 seed oysters per acre, monitor growth.

Year 6: Placement of up to 1 acre of cultch with 70,000 seed oysters per acre, monitor growth.

Year 7: Placement of up to 1 acre of cultch with 70,000 seed oysters per acre, monitor growth.

Year 8: Placement of up to 1 acre of cultch with 70,000 seed oysters per acre, monitor growth.

Year 9: Placement of up to 1 acre of cultch with 70,000 seed oysters per acre, monitor growth.

Year 10: Placement of up to 1 acre of cultch with 70,000 seed oysters per acre, monitor growth.

Source of Seed Stock: Seed stock will be procured from Bay Shellfish Company in Terra Ceia, FL

Describe Distribution after Harvest: N/A

Gear Plan and Attachments:

Oyster Rag Pots will be placed within the proposed area at 1 center. Each rag pot is approximately 4" by 4" and 5" tall after installation.

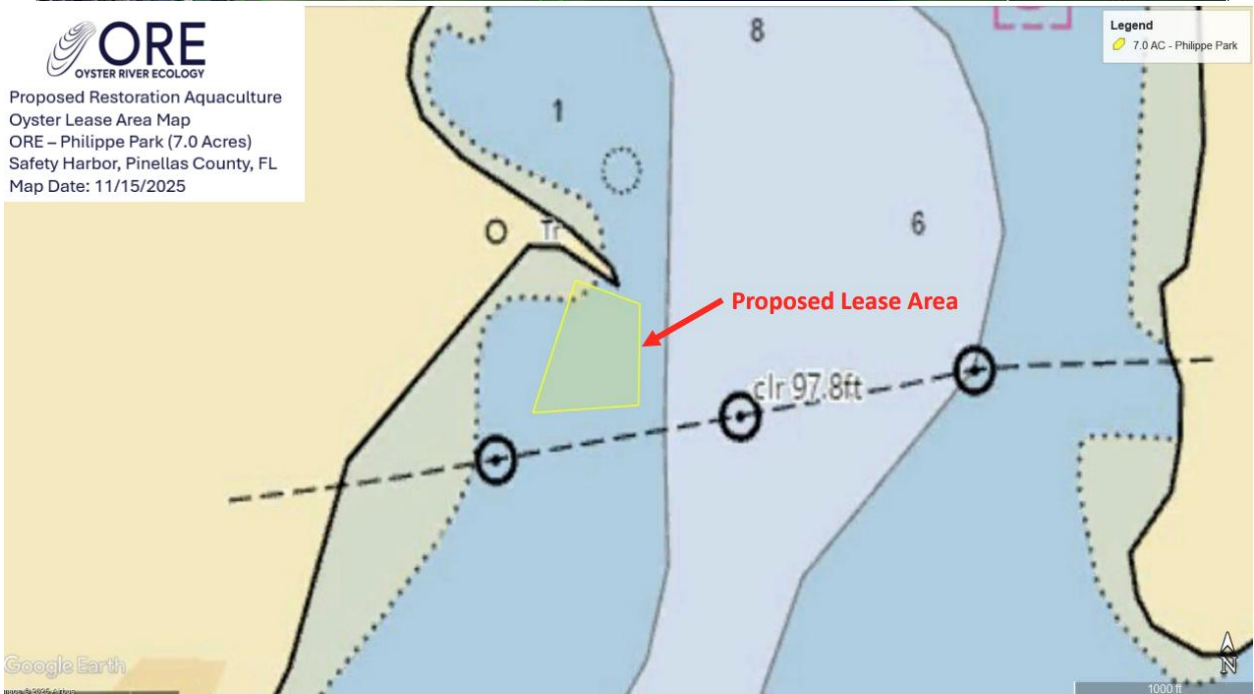
Oyster Rag Pots can be removed by hand if required.



Proposed Restoration Aquaculture
Oyster Lease Area Map
ORE – Philippe Park (7.0 Acres)
Safety Harbor, Pinellas County, FL
Map Date: 11/15/2025

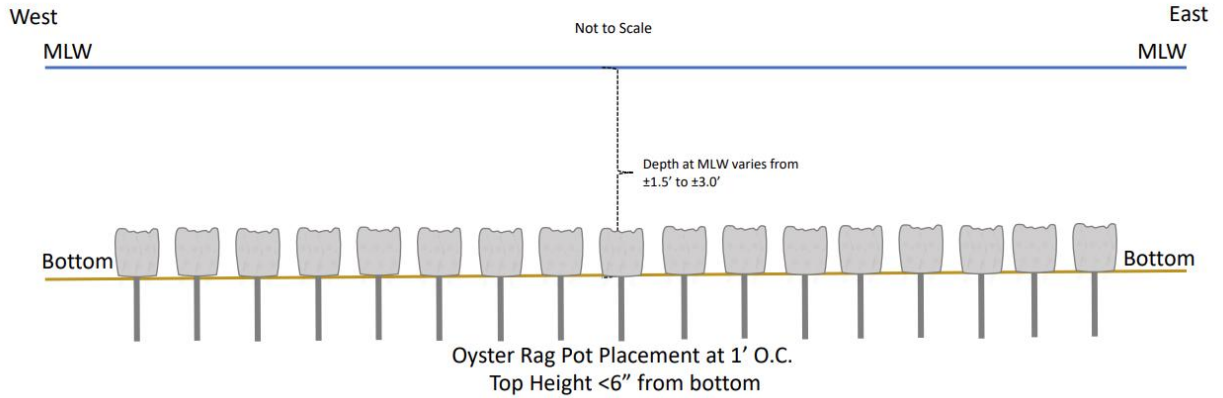


Proposed Restoration Aquaculture
Oyster Lease Area Map
ORE – Philippe Park (7.0 Acres)
Safety Harbor, Pinellas County, FL
Map Date: 11/15/2025





Proposed Restoration Aquaculture
 Oyster Lease Area Map
 ORE – Philippe Park (7.0 Acres)
 Safety Harbor, Pinellas County, FL
 Map Date: 11/15/2025



Pinellas Site:

Adjacent Property owner

Pinellas County Property Appraiser - www.pcpao.gov Generated on 11/15/2025 21:48 PM

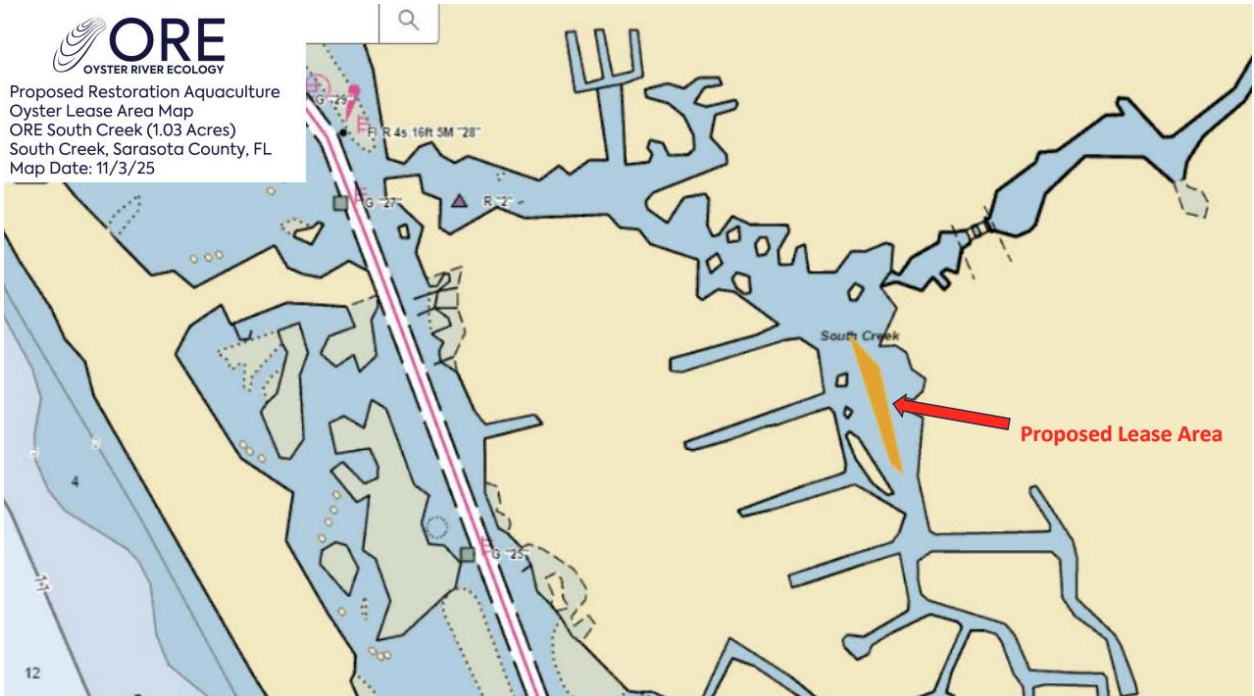
Parcel Summary (as of 15-Nov-2025)		Parcel Map			
Parcel Number 35-28-16-00000-230-0100					
Owner Name PINELLAS COUNTY					
Property Use 8252 Park Land - Public Park, Forest, Recreation Area (Gov't owned)					
Site Address 2525 PHILIPPE PKWY SAFETY HARBOR, FL 34695					
Mailing Address ATTN: PARK DEPT/ PHILLIPPE PK 315 COURT ST CLEARWATER, FL 33756-5165					
Legal Description (PHILIPPE PARK) UNPLATTED & VAC PT OF S 688FT(S) OF GOVT LOT 4 IN SE 1/4 OF SEC 27 LYING E OF SR #590 & VAC & UNPLATTED PT OF NE 1/4 OF SEC 34 LYING E					
Current Tax District SAFETY HARBOR (HR)					
Year Built 2003 1975 2002					
Heated SF 5,701	Gross SF 6,761			Living Units 0	Buildings 3
Exemptions					



Proposed Restoration Aquaculture
Oyster Lease Area Map
ORE South Creek (1.03 Acres)
South Creek, Sarasota County, FL
Map Date: 11/3/25

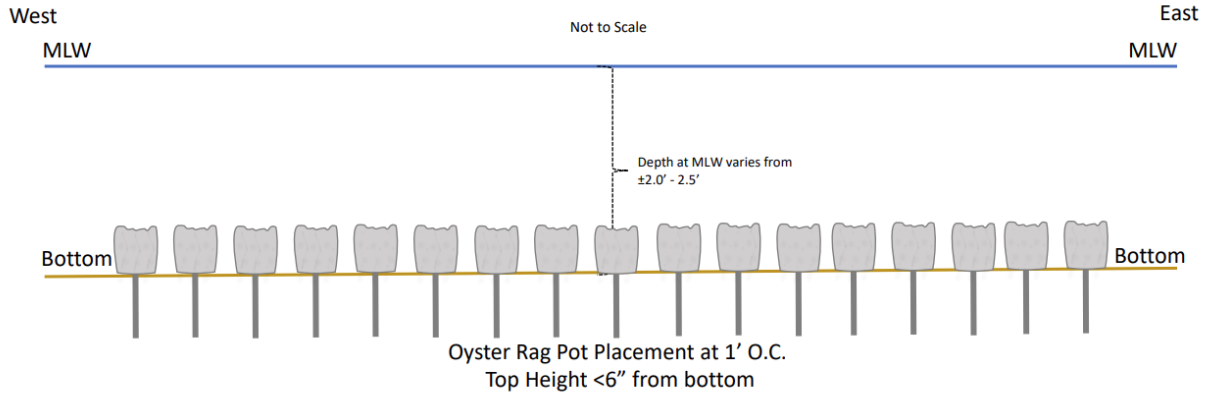


Proposed Restoration Aquaculture
Oyster Lease Area Map
ORE South Creek (1.03 Acres)
South Creek, Sarasota County, FL
Map Date: 11/3/25





Proposed Restoration Aquaculture
Oyster Lease Area Map
ORE South Creek (1.03 Acres)
South Creek, Sarasota County, FL
Map Date: 11/3/25



Sarasota Site:

Adjacent Property Owners

JOHN A NOLL FAMILY TRUST JANICE D PYLE NOLL FAMILY LIVING TRUST NOLL JOHN A (TTEE) 352 RENOIR DR, OSPREY, FL, 34229-9643

KLINGER ROBERT H (TTEE) KLINGER MARY E (TTEE) ROBERT & MARY KLINGER REVOCABLE LIVING TRUST 4657 STONE RIDGE TRL, SARASOTA, FL, 34232-3069

BURKHARDT DANIEL L BURKHARDT KELLI A 355 RENOIR DR, OSPREY, FL, 34229-9616

TALKIE JAMES L TALKIE SHARON L 413 VANDERKLOOT DR, OSPREY, FL, 34229-9679

WARD GARY (CO-TTEE) PAPPAS SANDRA L (CO-TTEE) GARY WARD AND SANDRA L PAPPAS LIVING TRUST 3118 W SAN JOSE ST, TAMPA, FL, 33629-7248

JOB PHILIPPE E II JOB LINDSEY 360 EL GRECO DR, OSPREY, FL, 34229-9633

TEMPLET JULIE TRIPPODO TEMPLET PHILIP ANDREW 356 EL GRECO DR, OSPREY, FL, 34229-9633

BLACKBURN OSPREY LLC 8499 S TAMIAMI TRL PMB 265, SARASOTA, FL, 34238-2960

BLACKBURN HARBOR MASTER ASSN INC 2477 STICKNEY PT RD STE 118A, SARASOTA, FL, 34231

BLACKBURN HARBOR RESIDENCES OWNERS ASSN INC 2477 STICKNEY PT RD STE 118A, SARASOTA, FL, 34231-4067



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 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 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.

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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. _____