

Esc. HERE, Garmin, IPC, Esc. HERE, IPC, SIGNATURE FOR OWNER
Date: 7/1/2026

Division of Aquaculture
Aquaculture Parcels Resource Assessment
Volusia County
6/24/2026

Introduction

Two applicants have proposed areas to be utilized for water column shellfish aquaculture in the Mosquito Lagoon, Volusia County. Division staff, along with National Park staff assessed the proposed sites on June 24, 2026.

Site Location

The sites are in the South Volusia Conditionally Approved Zone 1 #8212 Shellfish Harvesting Area (Figure 1).

Resource Assessment

The proposed sites are in the Mosquito Lagoon in Volusia County. The Fox site is located in the Mosquito Lagoon Aquatic Preserve and the Intracoastal Oysters, LLC site is located in the Canaveral National Seashore. Visibility was less than 1 foot at the sites. The substrate consisted of muddy sand throughout the sites. The assessments were conducted by boat utilizing poling and snorkeling. Four poling transects were conducted around the perimeter, along with two center transects for each site. Depths during the assessments ranged from 1.5 to 4 feet.

Fox Site:

Oysters and mangroves are approximately 50 feet away. One sprig of *Halodule wrightii* was found on the Northern line of the original proposed parcel (Figures 2-4). The parcel was moved South to be at least 50 feet from any observed seagrass (Figure 5). A 50-foot buffer around the perimeter of the amended area was also assessed, which consisted of the same substrate and no other critical habitats were present (Figure 6). The final amended parcel is 1 acre (Figure 7).

1-Acre Amended Site - GPS Coordinates and Depths:

NW Corner:	28.956692/ -80.859108	3 feet
NE Corner:	28.956196/ -80.858306	3 feet
SW Corner:	28.956261/ -80.859206	3 feet
SE Corner:	28.955786/ -80.858398	4 feet

Intracoastal Oysters, LLC Site:

Oysters were observed approximately 50 feet away and mangroves were observed approximately 65 feet away (Figure 8-11). The Southeast Corner was moved for ease of navigation around a sand bar to the East of the proposed parcel (Figure 12). A 50-foot buffer around the perimeter of the amended area was also assessed, which consisted of the same substrate and no other critical habitats were present (Figure 13). The final amended parcel is 2 acres (Figure 14).

2-Acre Amended Site - GPS Coordinates and Depths:

NW Corner:	28.95424/ -80.87283	2 feet
NE Corner:	28.95448/ -80.87252	2 feet
SW Corner:	28.95300/ -80.87189	3 feet
SE Corner:	28.953442/ -80.871455	3 feet

Recommendations:

After review of the pertinent information, Division staff recommend the amended sites (Figure 15).

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 sites and the adjacent areas. The proposed parcels are not in a major navigation channel. Some boating/kayaking activity is expected for recreational fishing. The Fox site is located in the Mosquito Lagoon Aquatic Preserve and the Intracoastal Oysters, LLC site is located in the Canaveral National Seashore.

Figure 1. Location of proposed aquaculture sites in Shellfish Harvesting Area 8212 South Volusia.

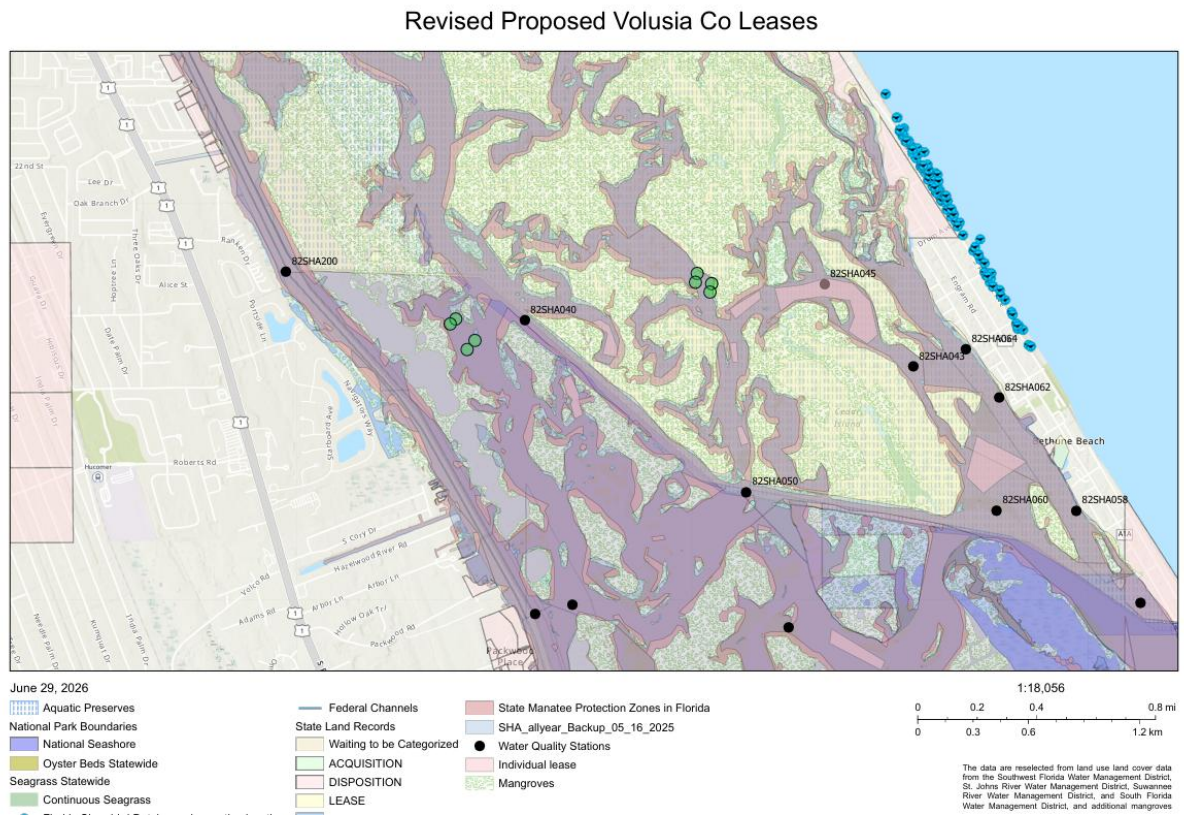


Figure 2. Assessment sketch Fox site

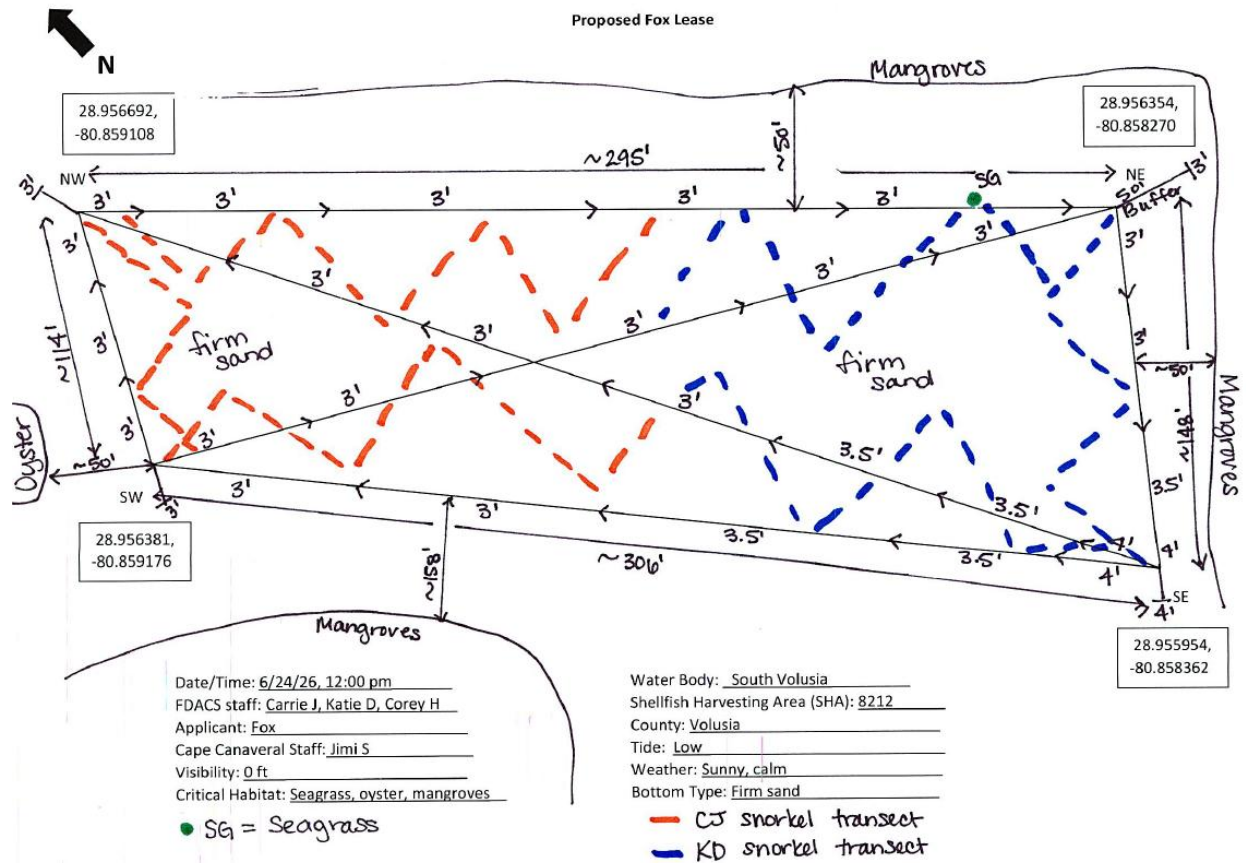


Figure 3. Mangroves looking North of Fox site.



Figure 4. Looking South of Fox site.



Figure 5. Amended 1-acre parcel moved South for observed seagrass in proposed Fox site.

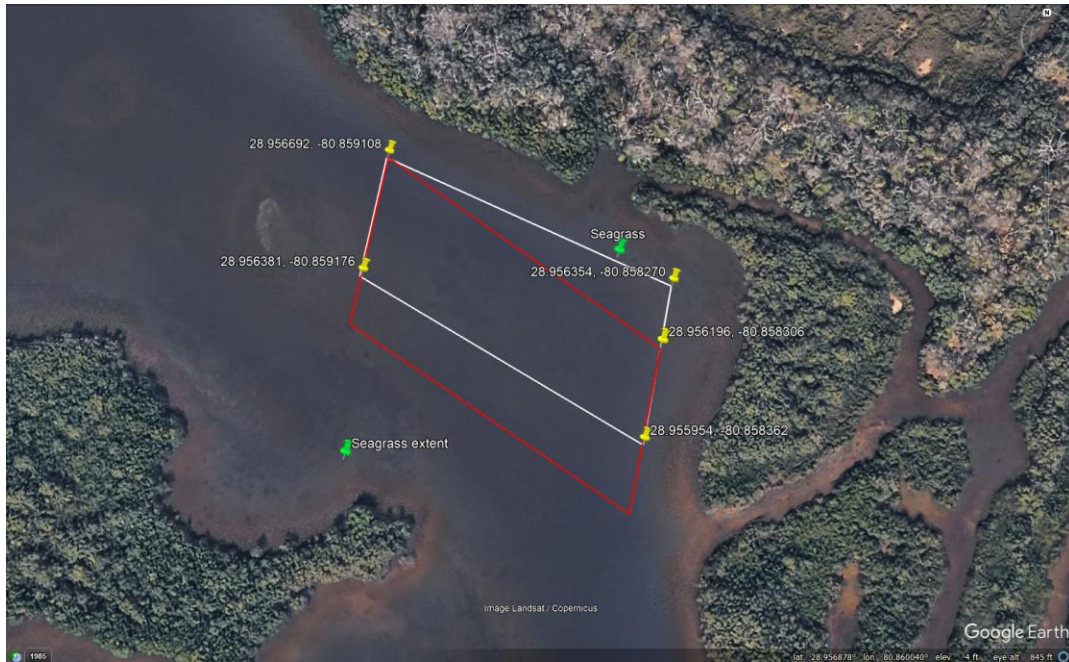


Figure 6. Critical Habitat Fox site

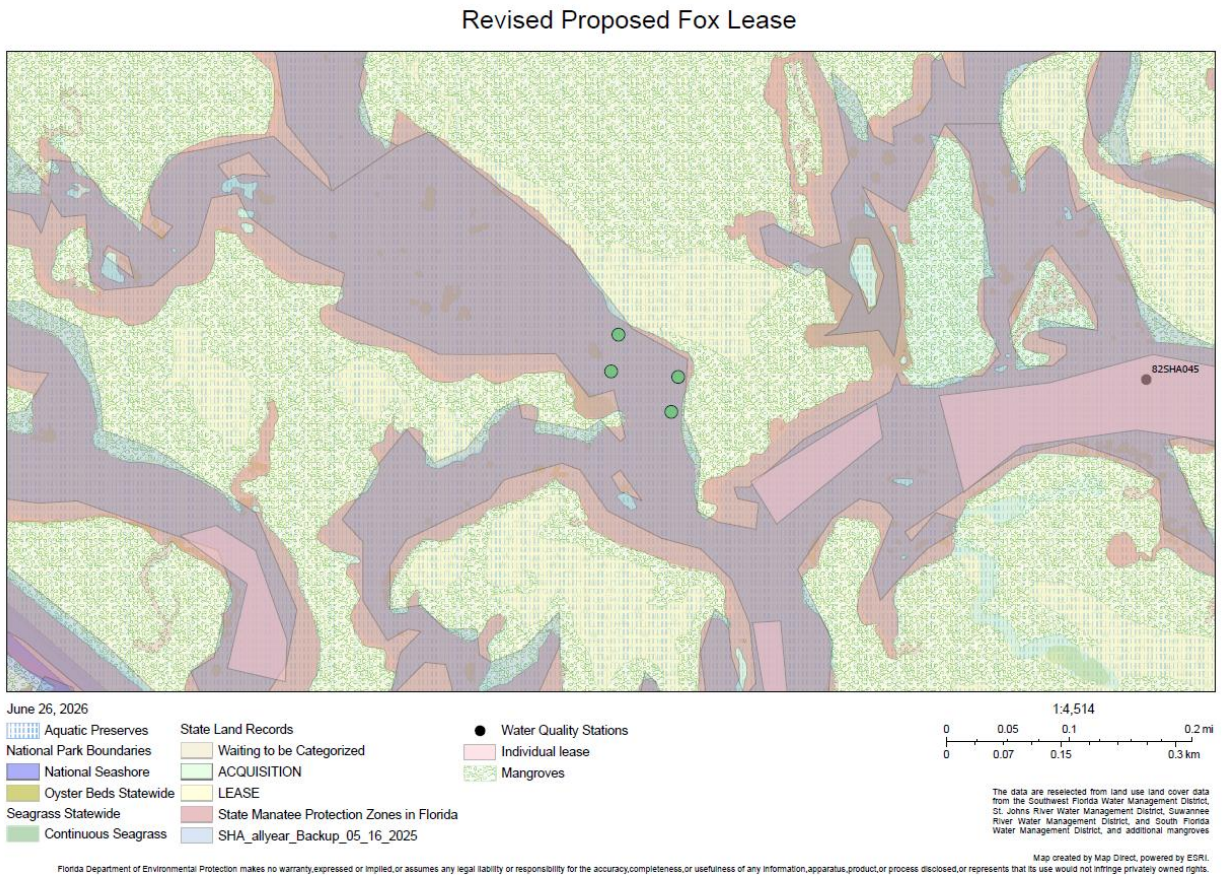


Figure 7. Revised Fox 1.0-acre parcel



Figure 8. Assessment Sketch Intracoastal Oysters, LLC (McDaniel) site.

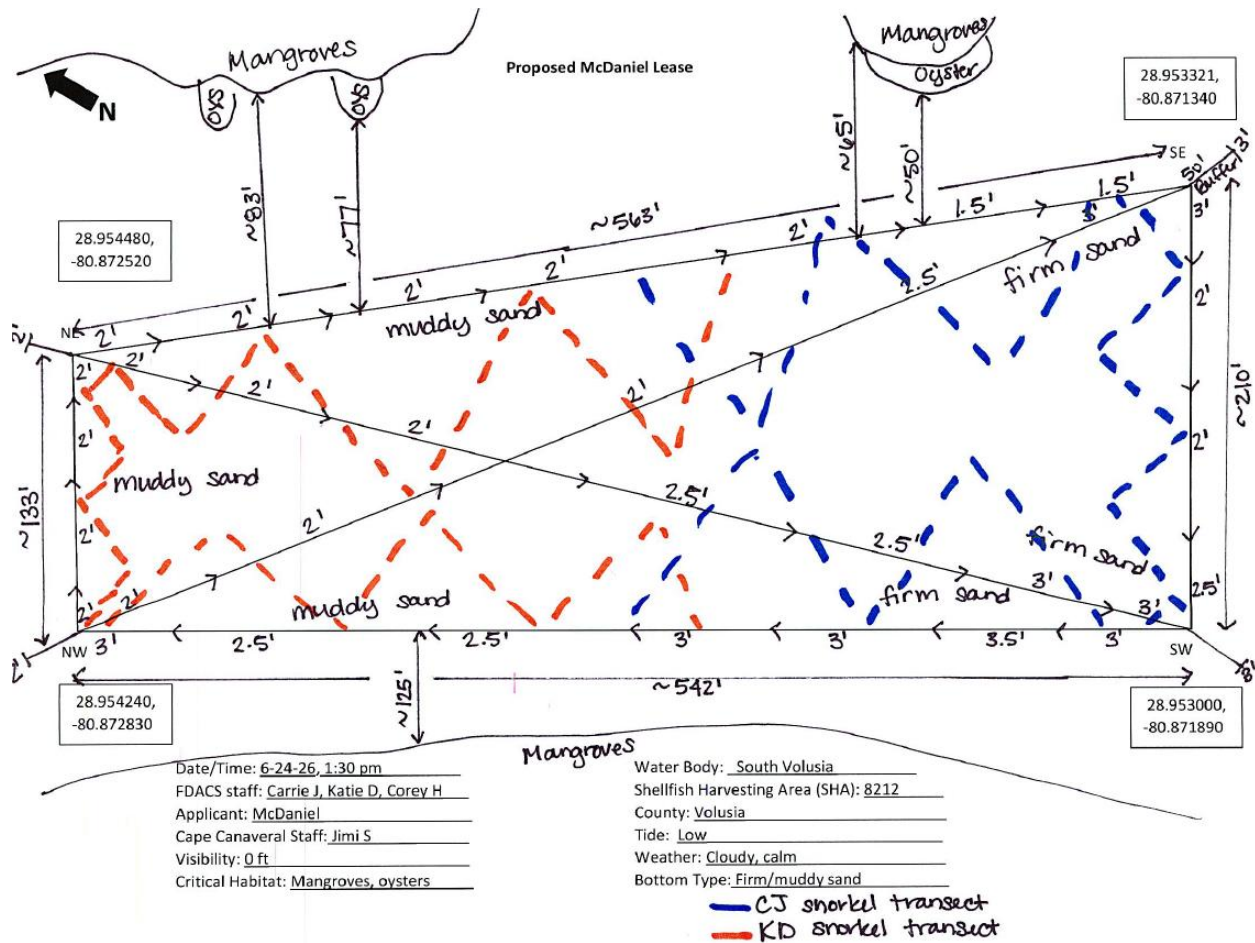


Figure 9. Shoreline looking West.



Figure 10. Shoreline looking East.



Figure 11. SE Corner Buoy and sand bar looking Southeast.



Figure 12. Revised Proposed Intracoastal Oysters, LLC (McDaniel) parcel moved for ease of navigation.



Figure 13. Critical Habitat Intracoastal Oysters, LLC (McDaniel) revised site.
Revised Proposed McDaniel Lease

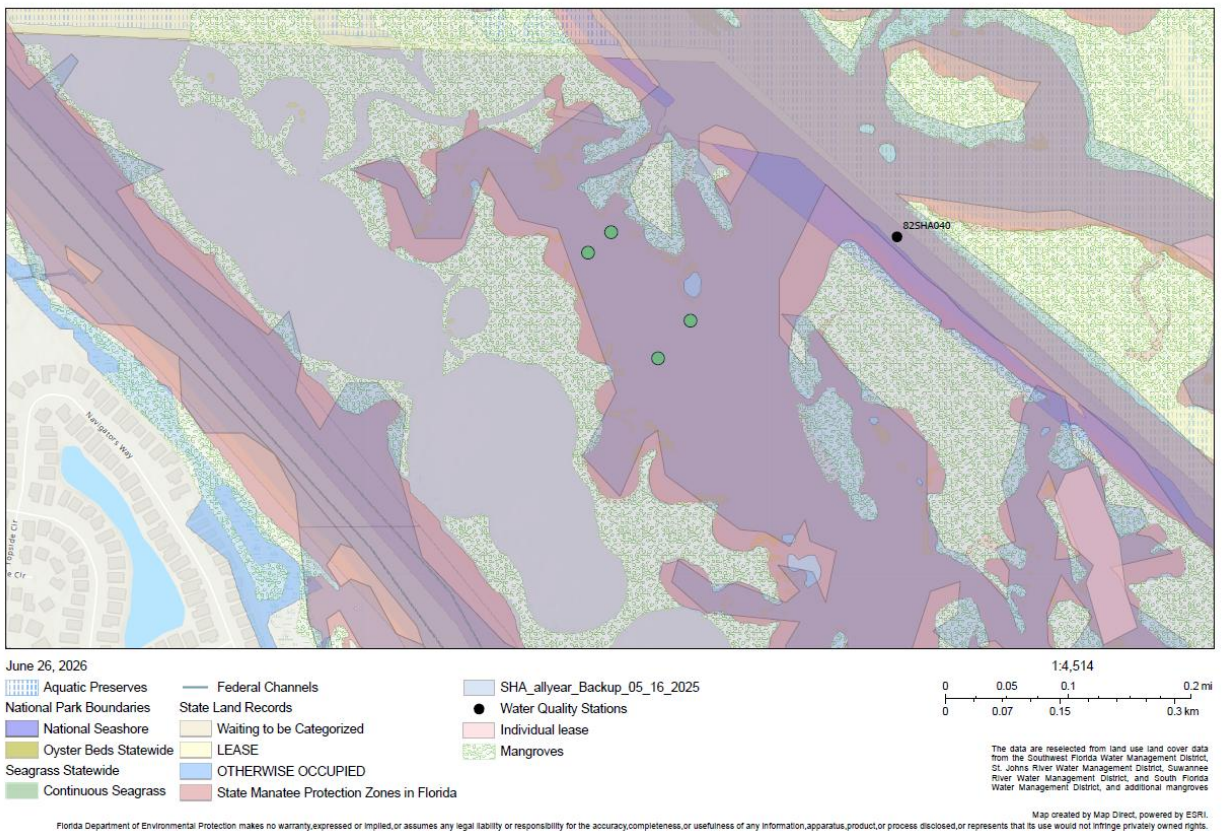


Figure 14. Revised Intracoastal Oysters, LLC (McDaniel) 2.0-acre lease.



Figure 15. Location of Fox and Intracoastal Oysters, LLC (McDaniel) lease revised lease sites in Mosquito Lagoon, Volusia County.



64-AQ-2436 Fox Lease Application Responses:

Proposed Aquaculture Activities:

I have been on the water my whole life and I have done manual labor and have a passion for the Indian river lagoon and our ecosystems. I have put a lot of time and effort into planning an oyster farm including talking to and working with other oyster farmers who are more than willing to share knowledge with new farmers.

Reason for Site Selection:

This location seems like it would be good for growing oysters due to its partial protection from the sides with mangroves concerning storm seasons, yet being open enough to still get some energy on the water surface for smoothing out oysters during growing. the flat nature of the proposed lease along with the minimal tidal swing should make this lease workable and safe and predictable. this area is void of any existing grass or oysters giving it another top reason for being chosen. this area is also not in a direct boating path, and there is not already any type of gear such as crab traps etc. within the area that would/could pose an obstacle or problem for being claimed for aquaculture purposes.

Recreational and Commercial Uses:

N/A

Potential Impacts on Ecology:

each individual oyster is reported to filter up to 50 gallons of water per day, and its never been more important than now to act toward keeping the lagoon clean. there have been massive efforts to bring in clams to help do just the same thing. the floating gear that will be used to grow out the oysters will also become a safe haven for many smaller fish to hide from predators and create and promote an even more diverse ecosystem.

Statement on Public Interest:

The proposed oyster farm serves the public interest by supporting water quality improvement, environmental restoration, sustainable seafood production, and local economic growth within the Indian River Lagoon. Oysters are a natural filter feeder that help improve ecosystem health, while responsible aquaculture preserves working waterfronts and provides a low-impact, environmentally beneficial use of Florida's waterways.

there are not points to the contrary of public interest when regarding responsible aquaculture

Aquaculture Activities:

planting oyster seed in floating mesh bags, growing, sorting, cleaning oysters and gear. oyster cages will be flipped and emptied frequently to keep oysters organized, cleaned, and moved enough to grow evenly.

Effective Cultivation- Lease Development Plan:

Year 1: 250,000 oysters

Year 2: 500,000 oysters

Year 3: 750,000 oysters

Year 4: 1,000,000 oysters

Year 5: 1,500,000 oysters

Year 6: 2,000,000 oysters

Year 7: 2,000,000 oysters

Year 8: 2,000,000 oysters

Year 9: 2,000,000 oysters

Year 10: 2,000,000 oysters

Source of Seed Stock:

hatcheries will provide the seed/broodstock

Describe Distribution after Harvest:

distribution will be a combination of relationships with chefs and local restaurants as well as distributors.

Proposed Gear:

the floating cages will be about 3 feet by 4 feet by 2 feet deep and made of a combination of materials such as high grade mesh bags and aluminum cages and dense plastic floats.

Description of Marking Methods:

marking methods could be using engraving or some other method of permanent marking.

Attachments:





64-AQ-2437 Intracoastal Oysters, LLC (McDaniel) Lease Application Responses:

Proposed Aquaculture Activities:

Training: no hands on training, i have reached out to other oyster farmers in the area and asked to work with them when they are short staffed to gain experience.

Experience: i have 8 years experience in event planning and catering, 5 years experience in the Marine Corp for logistic and operations planning.

Education: I am enrolled and working through the online oyster culture coarse. i have watched many of bill waltons videos on youtube. my formal education is B.S. in aeronautics from Embry Riddle.

i am confident in my ability to conduct the planting, harvesting and maintainece of a oyster aquaculture lease.

Reason for Site Selection:

Solid substrate bottom for anchoring and walking

ease of access to nearby channel with a secondary entrance in the event of shifting sand bars
healthy wild oyster population in area
good waterflow into area from deeper channels
deeper water on edge of lease
mangroves provide protection from winds and wave during severe weather

environmental and social
no seagrass in lease area
space away from oysters bars on west side of lease 95-100feet
outside of navigational channels
recreational: leaves deepest water for recreational fishers/boaters to access area behind lease

Recreational and Commercial Uses:

the Indian river lagoon and river system are a popular area for recreational activities the added aquaculture structures for oyster farming is likely to attract more fish to the cove. other oyster famers in the area are partnering with charter boats and offering oyster farm tours helping grow tourism in the area.

Potential Impacts on Ecology:

the oyster farm will provide structure and habitat for fish in the area. the oysters will improve water quality through their natural processes.

Statement on Public Interest:

The proposed 2-acre oyster farm in the Indian River will provide meaningful environmental and economic benefits to the community. Oysters naturally filter and improve water quality by removing excess nutrients and suspended particles, helping support and healthier lagoon ecosystem. the farm will create habitat for fish and other marine life while contributing to the restoration and resilience of the Indian river. the farm will help support local seafood production, create economic opportunities while promoting stewardship of our waterways and supporting marine resources.

Aquaculture Activities:

planting triploid oysters on a long line system until they reach 1 in then transfer to a floating bag system. weekly airing of floating bags to control bio-fouling. bi weekly check of oyster stock recording mortality rates, tumbling and sorting oysters. once oysters reach market size harvest oyster in quantities relating to orders by bringing them to a certified shellfish processing facility.

following the rules laid out in the best management practices as well as referring to oyster bulletins and guilds on the FDACs aquaculture website.

Effective Cultivation- Lease Development Plan:

Year 1: 250,000 oysters planted adjust during year to adjust for mortality rate.
Year 2: 300,000 oysters planted continue to adjust for market
Year 3: 300,000 oysters planted

Year 4: 300,000 oysters planted
Year 5: 300,000 oysters planted
Year 6: 300,000 oysters planted
Year 7: 300,000 oysters planted
Year 8: 300,000 oysters planted
Year 9: 300,000 oysters planted
Year 10: 300,000 oysters planted

Source of Seed Stock:

i will be following the rules laid out in the best management practices with sourcing oysters seed stock and growing triploid oysters.

Describe Distribution after Harvest:

after working with a certified shellfish processing facility focusing on whole seller for the bulk of oyster sells. also using events and vendor licensing to cater oysters in smaller events at weddings or social gatherings.

Proposed Gear:

oyster bags: 36x18x4 inches, marine grade UV Stabilized HDPE. brand Oystergro/wennian
oyster circular bags 24x10x6, marine grade UV stabilized HDPE Brand Seapa
floats: 6x36in , marine grade UV stabilized HDPE. brand Chesapeake bay oyster co
anchor/guide cables 250ft 4mm nylon. brand Bayco

Description of Marking Methods:

i will be using flag tie markers hot stamped with my name and contact information place on each bag

Brand Nelco

gear recovery plan:

will start with removal of floating equipment bags to appropriate storage facility
removal of anchor/guide cables and anchor post to appropriate storage facility
once all aquaculture gear is removed to storage site or appropriately disposed of then removal of hazard markers

Attachments:

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L26000141559
FILED 8:00 AM
March 09, 2026
Sec. Of State
dsultana

Article I

The name of the Limited Liability Company is:
INTRACOASTAL OYSTERS LLC

Article II

The street address of the principal office of the Limited Liability Company is:
2125 BISCAYNE BLVD, STE 204 #25388
MIAMI, FL. US 33137

The mailing address of the Limited Liability Company is:
2125 BISCAYNE BLVD, STE 204 #25388
MIAMI, FL. US 33137

Article III

The name and Florida street address of the registered agent is:
REPUBLIC REGISTERED AGENT LLC
476 RIVERSIDE AVE
STE 4
JACKSONVILLE, FL. 32202

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: LOVETTE DOBSON

Article IV

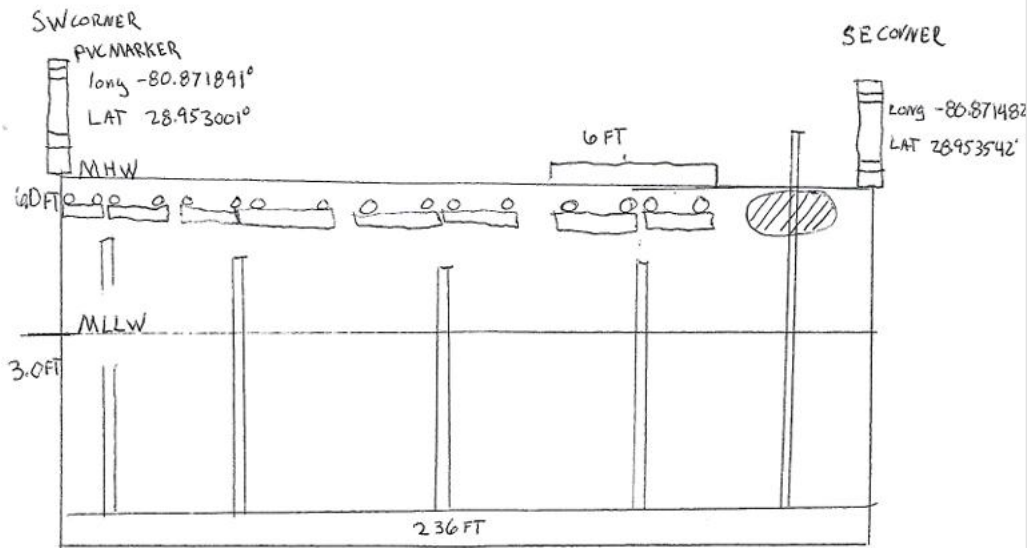
The name and address of person(s) authorized to manage LLC:

Title: AMBR
NICHOLAS MCDANIEL
2125 BISCAYNE BLVD, STE 204 #25388
MIAMI, FL. 33137 US

L26000141559
FILED 8:00 AM
March 09, 2026
Sec. Of State
dsultana

Signature of member or an authorized representative
Electronic Signature: LOVETTE DOBSON

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.



NAME: NICHOLAS MCDANIEL FOR INTRACASTAL OYSTERS LLC
 COUNTY: VOLUSIA FLORIDA
 WATER BODY: INDIAN RIVER
 DATE: 6/9/2026

LEGEND
 longline 
 floating BAG 
 CORNER MARK 
 wide Post 

location and number of proposed GEAR
 one long line system will run from North East to south East corner
 Floating BAG system will run North to south on SE yard guideline

longline BAGS 100
 floating BAGS 900

Name: Nicholas Mcdaniel

County: Volusia, Florida

Body of water: Indian River

Date:06/09/2026



[Text Wrapping Break]



The long line system will be a single strand running from north east corner to south east corner. The floating bag system will also run in a north to south direction and spaced out for growth

100 longline bags, bag dimensions 24x10x6

900 floating bags, dimensions 36x18x4



Name: Nicholas McDaniel for Intracoastal Oysters
 County: Volusia, Florida
 Water body: Indian River
 Date:06/09/2026





Florida Department of Agriculture and Consumer Services
Division of Aquaculture

SOVEREIGNTY SUBMERGED LAND AQUACULTURE LEASE
Water Column Lease

Section 253.71, Florida Statutes

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

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

No.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STREET OR P. O. BOX NO.

CITY STATE ZIP

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

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

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

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

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

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

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

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

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

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

SSLAL No. _____-AQ-
FDACS-15410 Rev. 03/21
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25. Conviction of a violation of Chapter 597, F.S., and/or rule 5L-1, F.A.C., or other rules promulgated by the Department, or the Florida Fish and Wildlife Conservation Commission, may be cause for this lease to be terminated without further notice to Lessee and shall result in the forfeiture to Lessor of the works, improvements, and shellfish in and upon the leased premises.

26. SPECIAL LEASE CONDITIONS

- a) Pursuant to Chapter 253.71 (7), F.S., lease agreements may contain special lease conditions that provide for flexibility in surveying and posting lease boundaries, incorporate conditions necessary to issue permits pursuant to Part IV of Chapter 373, F.S. and Chapter 403, F.S., and provide for special activities related to aquaculture and resource management.
- (1) Pursuant to Chapter 597, F.S. authorized activities include, but are not limited to, planting shellfish cultivated from eggs, transplanting live stocks, placement of cultch material, harvesting shellfish, the installation and removal of nets, bags, or other devices, and the placement of markers that designate the corners and perimeters of the culture area.
 - (2) All culture materials, cover nets, bags or other designated markers placed on or in the water shall be clean and free of pollutants; including petroleum products such as creosote, oils and greases, or other pollutants. Compounds used as preservatives must be used in accordance with product label.
 - (3) Culture materials (cultch) placed on the grow-out area must be a suitable substance for attachment of oyster larvae: such as natural molluscan shells; fossilized shell; fossilized coral and other aquatic organisms; lithic materials, such as crushed and graded limestone, granite, and gravel which contain calcium carbonate and/or fossilized organisms; or recycled materials which contain lithic fractions and calcium carbonate, including crushed and graded concrete. Exceptions to this list of generally accepted cultch materials must be specifically approved and identified within the aquaculture lease agreement.
 - (4) Bags and/or trays used in the culture operation shall be removed from the water during all mechanical cleaning, maintenance and repair operations. Mechanical or hydraulic devices shall not be used below the water for the cleaning of the submerged structures. The Lessee may use hand tools for cleaning shellfish, bags, and other structures under water.
- b) The Lessee agrees that mechanical harvesting is prohibited on the lease site, unless expressly approved in this lease agreement.
- c) No aquaculture activities will be allowed over bottoms that contain biological resources consisting of submerged seagrass communities, naturally occurring oyster and clam beds, corals, attached sponges or attached macro marine algae beds.
- d) The Lessee shall, prior to commencement of the aquaculture activities on the approved lease site, and no later than 120 days from the date of such approval, provide to the Lessor a Department of Environmental Protection, Division of State Lands approved survey and legal description of the parcel to be included in the lease. If an acceptable survey is not received from the Lessee within 120 days it may be cause for immediate termination of the lease.
- e) The Lessee shall, within 90 days from the date of execution of this lease, properly post the lease boundaries to delineate the corners and perimeters of the lease. Lessee must install and maintain a buoy or post at each of the remaining lease corners of the lease area. Markers shall be installed in a consistent manner (i.e., utilizing all buoys, or all posts on site). Lessee shall apply for a Private Aids to Navigation permit from the US Coast Guard and comply with all provisions of the permit to warn mariners passing in the vicinity of the lease of the potential hazards to navigation.
- (1) Buoys must be white with international orange bands of reflective tape with black block characters at least one-inch in height and include each corner designation (i.e., NE, NW, SE, and SW) and parcel number or FDACS Lease No. -AQ-. Each buoy must be maintained upright at a minimum height of 14-inches above the mean high water mark.

- (2) Posts must contain a field at least 2-1/2" wide and 10" long. The background shall be white with international orange bands of reflective tape above and below the field. Parcel number or FDACS Lease No. -AQ- and each corner designation (i.e., NE, NW, SE, and SW) shall be displayed in black block characters of at least one-inch in height. The bottom of the identifying field on the post shall extend a minimum of 18-inches above the mean high water mark. Posts may be made from carsonite, fiberglass, and/or PVC.
 - (3) For theft prevention, Lessee may install a sign with a white background and include: (a) the language "HARVESTING PROHIBITED EXCEPT BY LESSEE" in one-inch black letters; (b) the "circle symbol" using international orange reflective tape; and (c) a two-inch border using international orange reflective tape. The bottom of the sign shall extend a minimum of three-feet above the mean high water mark.
- f) This lease authorizes use of the entire water column, from surface to bottom for the purpose of culturing shellfish in off-bottom or floating structures. The Lessee's identification information shall be attached to all culturing structures. In the event that culturing structures become dislodged from the lease site, it is the Lessee's responsibility to retrieve the structures from the shoreline, seagrass beds, or submerged bottom anywhere within the aquatic preserve with minimal damage to the resources affected. The structures shall be removed and properly disposed of or returned to the lease site.
 - g) The Lessee, and any sublessee and/or authorized user, must possess and maintain a valid Aquaculture Certificate of Registration from the Department of Agriculture and Consumer Services pursuant to Chapter 597.004, F.S. As certified, the Lessee, sublessee and authorized user shall implement the best management practices adopted in Chapter 5L-3, F.A.C.
 - h) The Lessee shall employ "best management practices" to protect endemic shellfish populations from the potential introduction and transfer of diseases. The best management practices shall be employed during all production and transport phases to provide responsible resource management, and reduce or eliminate the risk of disease introduction or transfer. Best management practices will include but not be limited to the following provisions.
 - (1) The source of brood stock for seed stocks to be cultured shall be from native stocks. Lessee shall provide documentation to the Department stating that seed stocks are from native brood stocks. The Lessee shall obtain such documentation from the hatchery or nursery from which seed stocks are obtained. Hatchery-reared seed stocks may not be obtained from facilities that cannot document the use of native (regional) stocks in their brood stock and genetic programs.
 - (2) The Lessee shall provide documentation that seed stocks are free of diseases that may threaten endemic populations. Such documentation should be obtained from the hatchery or nursery from which the seed stocks were obtained. Seed stocks, obtained from hatcheries or nurseries located outside of the specific region referenced in section 26, h. (1), of this lease must be certified by a recognized shellfish pathologist as free of diseases that may threaten endemic populations.
 - (3) The documentation required in section 26, h. (2), of this lease, as well as the source and destination, must accompany each shipment of seed stocks and market size shellfish, and a record of all documents and transactions shall be maintained by the Lessee and submitted to the Department in the annual Affidavit for Audit (FDACS form 15104) no later than 45 days from the date of the request for the information. Shellfish seed stocks, for the purpose of this section, shall be defined as shellfish that are less than ten percent of market-size or require a minimum of six months to reach market-size.
 - i) Shellfish aquaculture products from certified aquaculture operations may be possessed, transported and sold when such shellfish are segregated in distinct containers, with each container being appropriately labeled as to source and certificate of registration number.
 - (1) The Lessee shall obtain authorization from the Department to transplant market-size shellfish stocks

from leases that are temporarily closed to direct-to-market sale. The Lessee shall document that the receiving lease is closed for direct-to-market sale of shellfish for at least 30 days when market-size shellfish are obtained from another lease that is closed for direct-to-market sale at the time of the transaction. Shellfish aquaculture products which are harvested from a lease that is temporarily closed to direct-to-market sale shall be documented as to date of harvest and transport. The authorization to transplant may include requirements for bacteriological analyses.

- (2) Transplanting or relaying wild shellfish stocks to a lease is prohibited.
- j) Shellfish aquaculture products which are harvested from the lease for direct-to-market sales for human consumption shall comply with all applicable provisions of Chapter 597, F.S., Chapter 5L-1, F.A.C., and any other applicable provisions of law and administrative code.
- k) The Lessee shall perform the aquaculture activities in such a manner that will not have an adverse impact on significant resource habitats such as seagrass beds or on endangered species such as manatees and sea turtles.
- l) If the activity and/or gear proposed by the lessee are not covered under the Department's Programmatic General Permit (SAJ-99) for Live Rock and Marine Bivalve Aquaculture, the Lessee will need to apply for an individual permit from the Army Corps of Engineers and comply with all provisions of the permit. Specifications regarding placement, type and function of appliances and devices used in culture practices and predator exclusion should be expressly approved by the Division of Aquaculture.
- m) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Lessee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850/245-6333). Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S.

(Remainder of page intentionally left blank)

"LESSEE":

By _____
Original Signature of Lessee or Executing Authority

Typed/Printed Name of Lessee or Executing Authority

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

STATE OF _____
COUNTY OF _____

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

Notary Public (SEAL)

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

By: _____
Joey B. Hicks, Director, Division of Administration
(or his designee)
Department of Agriculture and Consumer Services, Designee
For the Board of Trustees of the Internal Improvement Trust Fund
"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

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

Notary Public (SEAL)