

Proposed Management Agreements  
Manatee County



Date: 9/28/2023

**Division of Aquaculture  
Aquaculture Management Agreements Resource Assessment  
Manatee County  
9/19/2023**

**Introduction**

Damon Moore with Oyster River Ecology, Inc. and the Manatee County Natural Resources Department have proposed a 10-acre parcel and 6.19-acre parcel respectively, to be utilized as management agreements for oyster restoration aquaculture on the bottom in the Manatee River, Manatee County. Division staff assessed the proposed sites on September 19, 2023.

**Site Location**

The sites are in the eastern section of the Manatee River, Manatee County, and in an 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 Assessment**

**Oyster River Ecology, Inc., Parcel**

A 10-acre parcel was assessed in the Manatee River, Manatee County (Figure 2). The resource assessment was conducted during low tide. Visibility was approximately three feet at the site and the bottom was visible from the surface. The substrate consisted of muddy sand throughout the parcel (Figure 3). The assessment was conducted on September 19, 2023 by boat, utilizing poling and snorkeling. Four poling transects were conducted around the perimeter, along with two center transects (Figure 4). Depths during the assessment ranged from 2 to 3 feet. The closest shoreline is approximately 1,065 feet to the West (Figures 5-7). No seagrass assemblages, oyster reefs or hard bottom 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 8). Four *Halodule wrightii* shoots were found outside of the buffer zone, off the Northeast corner, approximately 100' away. The proposed site is not within an aquatic preserve and is located away from any mangroves.

**GPS Coordinates and Depth:**

NW Corner:	27.522731/ -82.483575	3 ft
NE Corner:	27.523022/ -82.482017	2 ft
SW Corner:	27.520650/ -82.483056	2.5 ft
SE Corner:	27.520983/ -82.481217	2 ft

**Manatee County Natural Resources Department Parcel**

An 8-acre parcel was assessed in the Manatee River, Manatee County (Figure 9). The resource assessment was conducted during low tide. Visibility was approximately three feet at the site and the bottom was visible from the surface. The substrate consisted of muddy sand throughout the parcel (Figure 10). The assessment was conducted on September 19, 2023 by boat, utilizing poling and snorkeling. Four poling transects were conducted around the perimeter, along with two center transects (Figure 11). Depths during the assessment ranged from 1.5 to 3 feet. The closest shoreline is approximately 1152 feet to the South (Figures 12-14). A small oyster reef was found on the Eastern end of the original proposed site. 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 15). The proposed site is not within an aquatic preserve and is located away from any mangroves. The original 8-acre parcel was minimized to be at least 100 feet away from the identified oyster habitat and the amended parcel will be approximately 6.19 acres (Figure 16-17).

**GPS Coordinates and Depth:**

NW Corner:	27.52528/ -82.48624	3 ft
NE Corner:	27.524929/ -82.484605	2 ft
SW Corner:	27.52409/ -82.48741	2.5 ft
SE Corner:	27.524225/ -82.484314	2 ft

**Recommendations:**

After review of the pertinent information, Division staff recommends the proposed Oyster River Ecology, Inc., site and the amended Manatee County Natural Resources Department site (Figure 18).

**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 Location in Manatee County.



Figure 2. 10-acre parcel proposed in Manatee County.

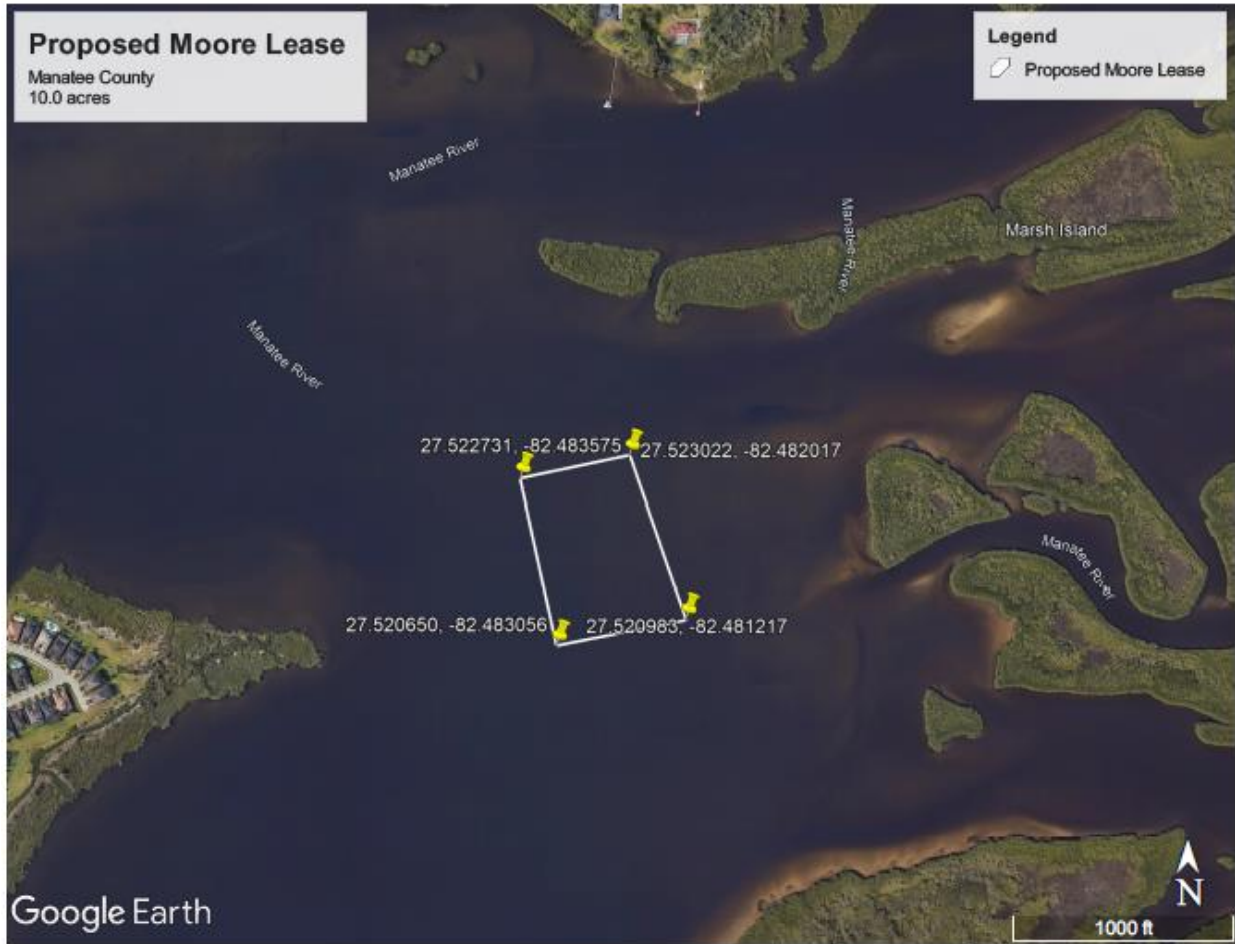


Figure 3. Firm muddy sand substrate throughout the proposed parcel.

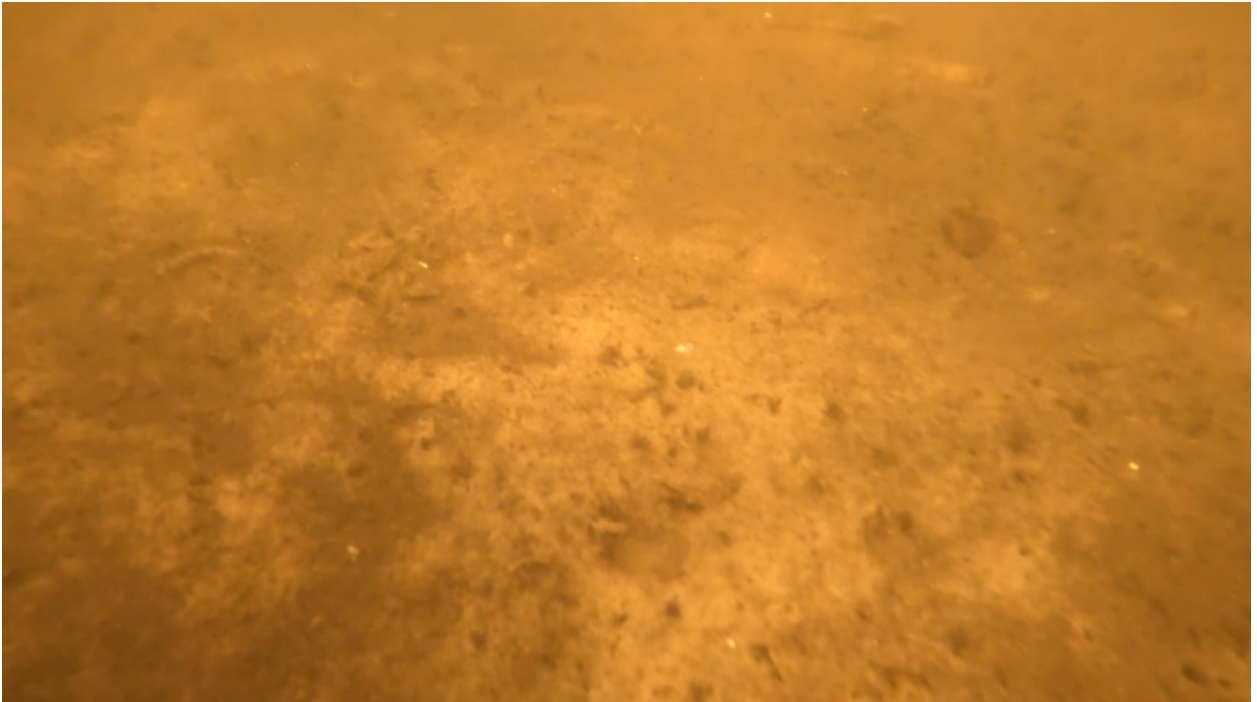
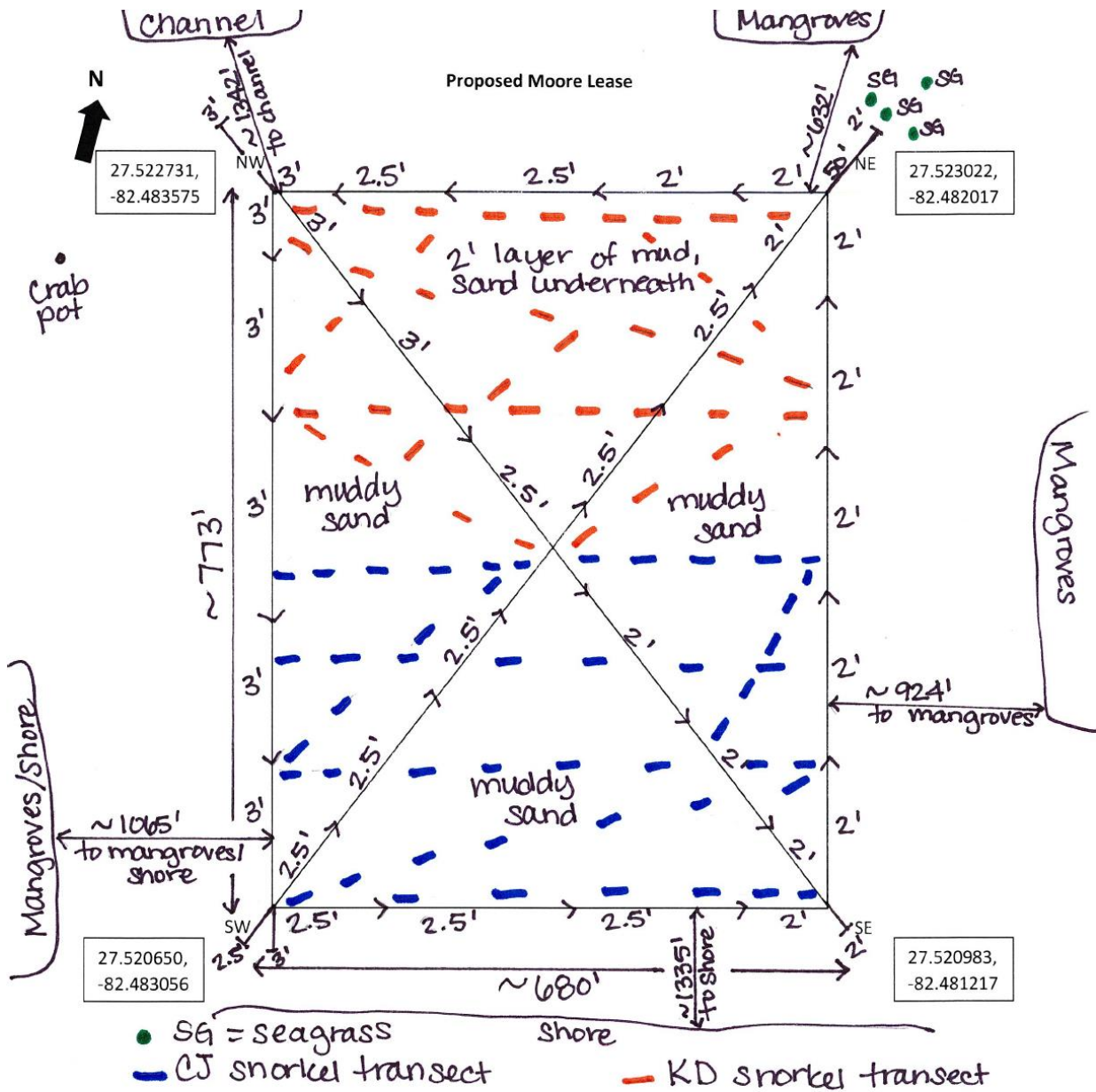


Figure 4. Proposed Oyster River Ecology, Inc., resource assessment.



● SG = seagrass  
 — CJ snorkel transect  
 — KD snorkel transect

Date/Time: 9-19-23, 9:30am  
 Water Body: Manatee River  
 FDACS staff: Carrie J, Katie D.  
 Shellfish Harvesting Area: N/A  
 Applicant: Damon Moore + Sherry (Manatee Co)  
 County: Manatee  
 AP Staff: N/A  
 Tide: Low  
 Visibility: 3 feet  
 Weather: Cloudy, wind  
 Critical Habitat: None  
 Bottom Type: Muddy sand

Figure 5. Shoreline, looking North.



Figure 6. Shoreline, looking West.



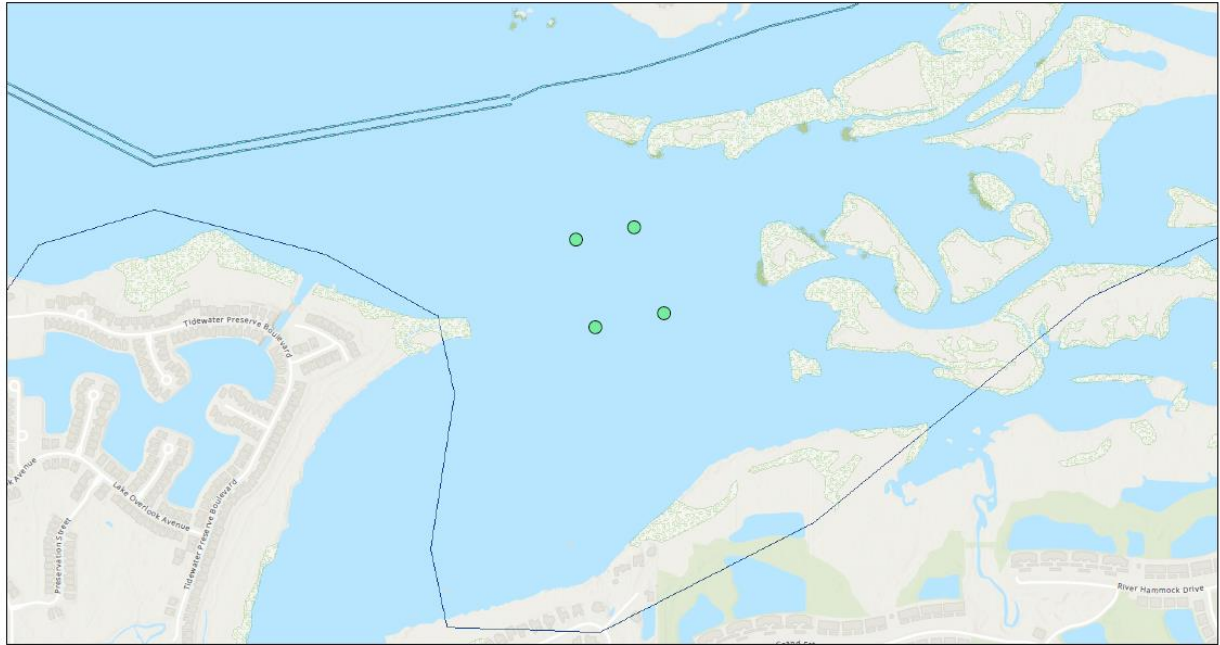


Figure 7. Looking South.



Figure 8. Critical habitat map.

Proposed Moore Lease



September 8, 2023  
Oyster Beds Statewide  
Federal Channels  
County Boundaries for Florida  
Mangroves

1:9,028  
0 0.1 0.2 0.4 mi  
0 0.15 0.3 0.6 km

Southwest Florida Water Management District, Florida Fish and Wildlife Conservation Commission - Fish and Wildlife Research Institute, Esri, NASA, NGA, USGS, FEMA, FDEP, Esri Community Maps Contributors.

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.

Figure 9. Manatee County Natural Resources Department original proposed site.



Figure 10. Manatee County site, muddy sand substrate consistent throughout the parcel.

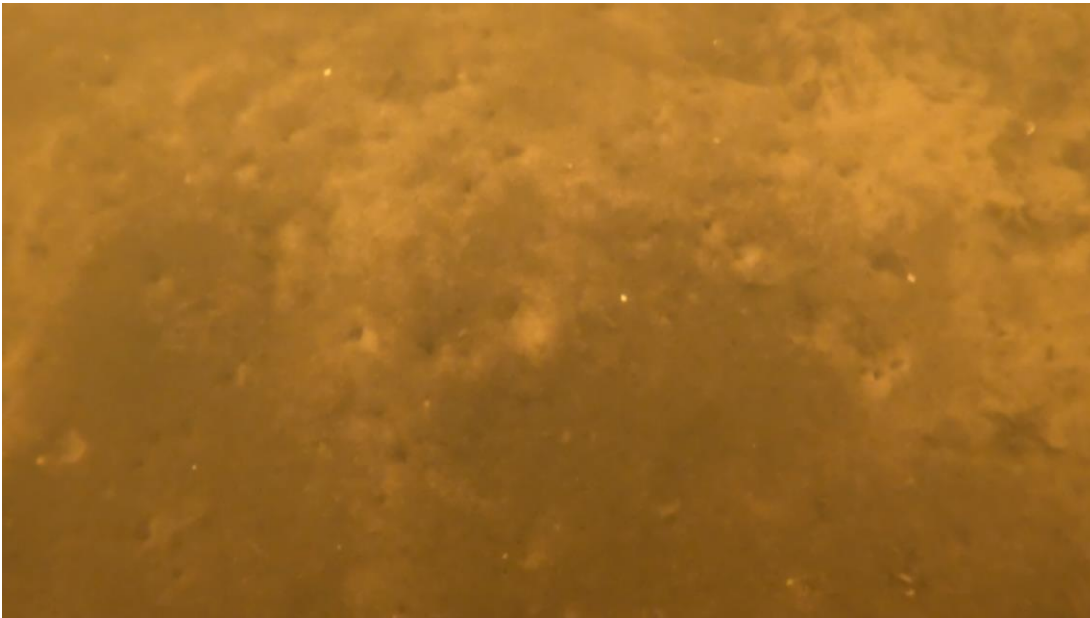




Figure 12. Shoreline, looking West.



Figure 13. Shoreline, looking North.



Figure 14. Shoreline, looking South.

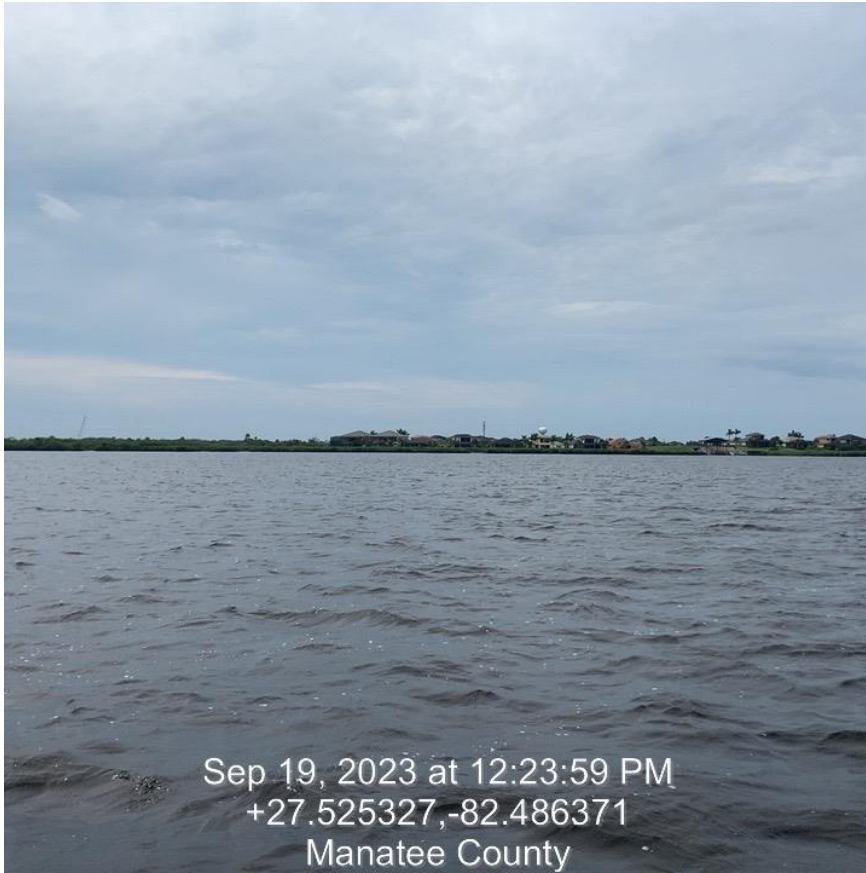


Figure 15. Manatee County Natural Resources Department site critical habitat map.

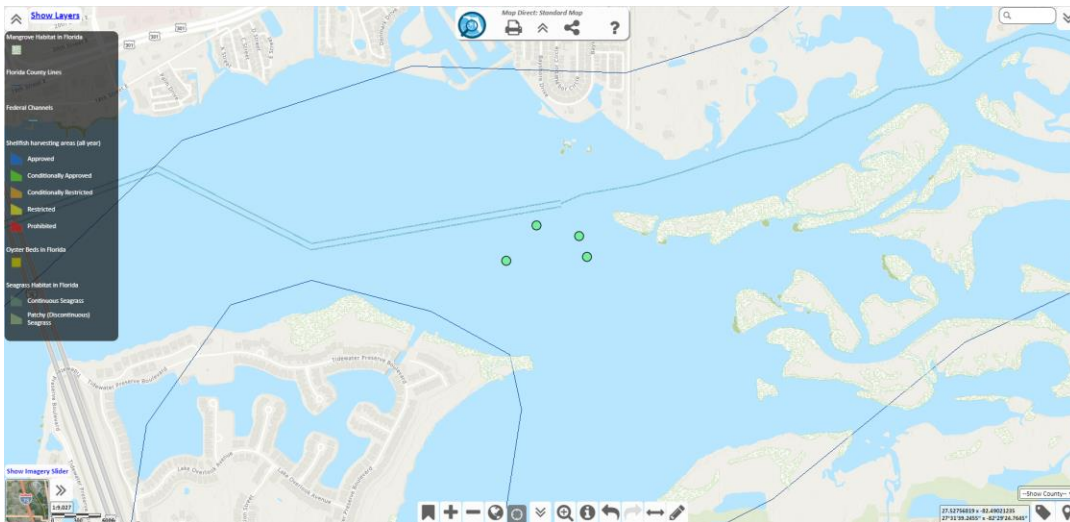


Figure 16. Amended Manatee County Natural Resources Department site, due to proximity of oyster bar.

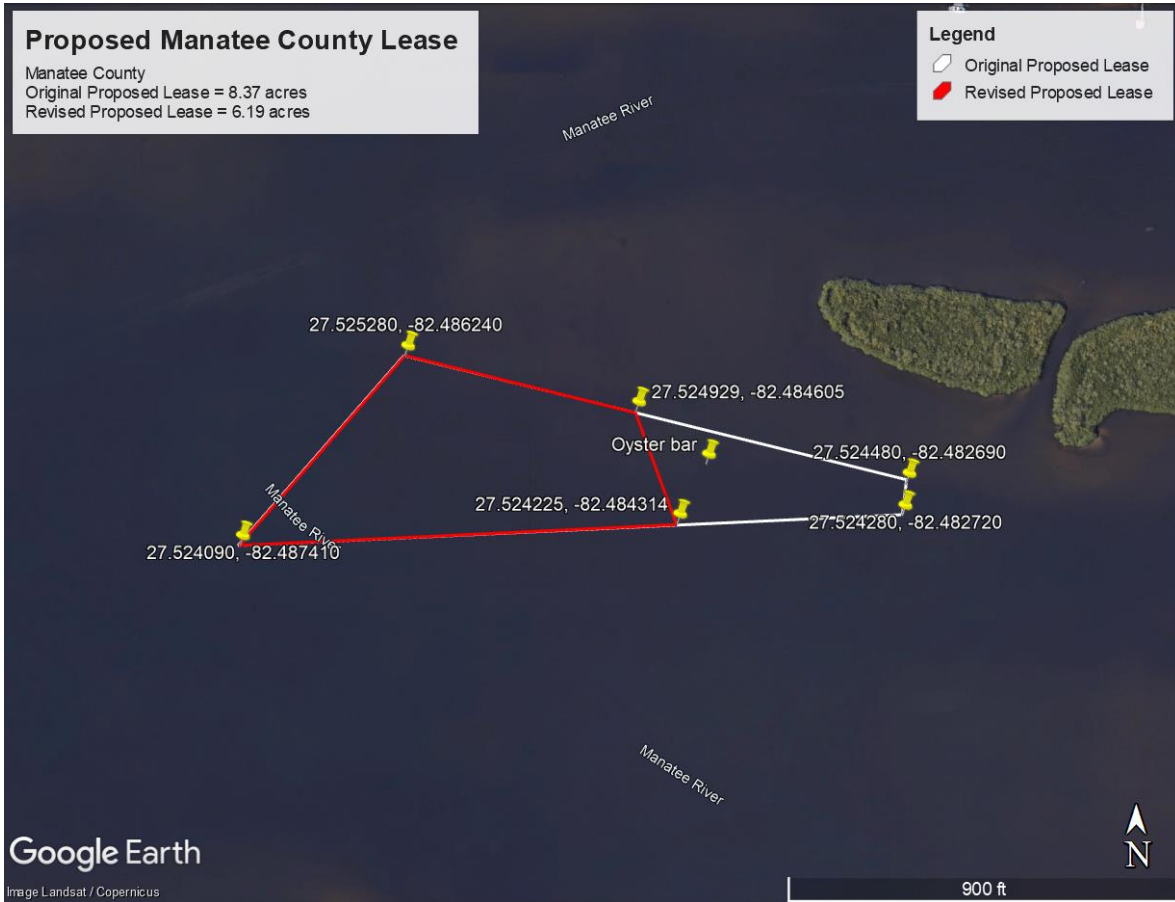


Figure 17. Amended Manatee County Natural Resources Department site.

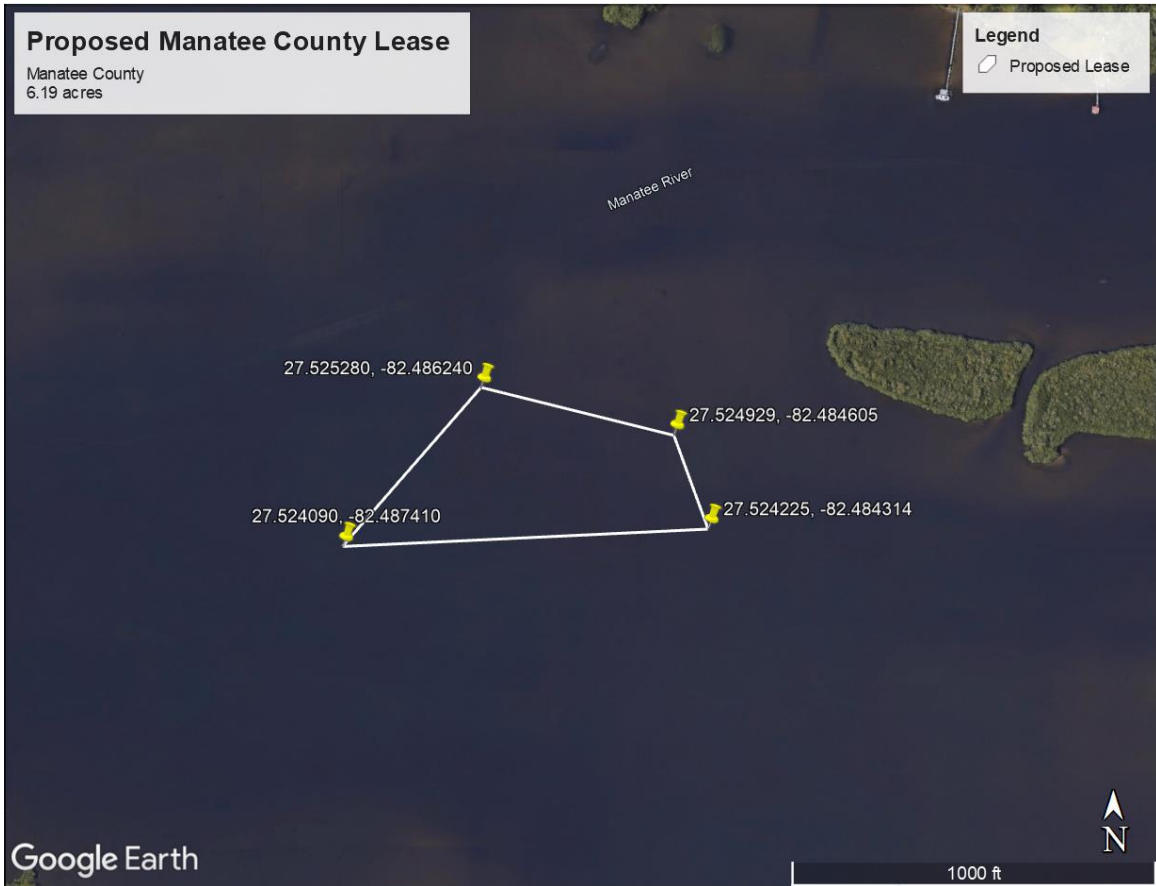




Figure 18. Oyster River Ecology, Inc. (Moore) and Manatee County Natural Resources Department recommended sites.





Florida Department of Agriculture and Consumer Services  
Division of Aquaculture

**APPLICATION FOR A STATE-OWNED  
SOVEREIGNTY SUBMERGED LAND  
AQUACULTURE LEASE**

Section 253.69, Florida Statutes – Rule 18-21.021, F.A.C.

Application No. \_\_\_\_\_ (Official Use Only)

Please Type or Print Legibly

**PART I - Applicant Information**

Name: Damon Moore

Company Name: Oyster River Ecology, Inc.

Lease Title: ORE Restoration Aquaculture Area - Eileen Reef

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

Address: 702 Sundance Trail

City: Wimauma State: FL Zip: 33598

Telephone Number: 941-567-8738 Fax Number: \_\_\_\_\_

E-Mail Address: damon@oysterriverecology.org

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

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

I am a restoration practitioner with 20 years of experience conducting habitat restoration projects. My experience includes oyster bar creation for restoration projects consisting of 3 acres of oyster reef creation at Robinson Preserve, and .25 acres in Perico Bayou. I have done extensive planning work for oyster restoration in the Manatee River.

**PART II- Parcel/Site Information**

- Bottom Lease (use of up to 6 inches off the bottom)
- Water Column Lease (use of the full water column) Please contact the division to determine if the parcel can be issued for full water column usage.

**A. Existing/Approved Parcels**

County \_\_\_\_\_

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

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

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

Lease Title: A lease can be issued to persons or to a company or LLC. Please use the full legal name for a lease to be issue in a personal name. If entering a company or LLC name, please provide incorporation or registration documentation as proof that the business entity is registered and that you are authorized to conduct business on behalf of the entity.

Remit payment of application fee of \$200.00 by check or money order to:  
Florida Department of Agriculture & Consumer Services  
P. O. Box 6700  
Tallahassee, FL 32314-6700

Org. Code: 42150300000  
EO A2  
Object Code: 001237      \$200.00

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

County Manatee

Water body Manatee River

Size of Proposed Lease Area 10 acres

Shallowest water depth at mean low water 2.5 feet

Deepest water depth at mean low water 3.0 feet

Average tidal range in area 1.5 feet

Shellfish Harvesting Area (SHA) No

Do you own the riparian upland property?

Yes  No

If "yes" please attach a copy of the warranty deed and complete the following:

Linear feet of waterfront property: \_\_\_\_\_

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

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

Access by boat

Approx. distance to nearest shoreline 630 feet

For areas within 500 feet of a riparian landowner, a list of the names and addresses of each owner of property lying within 500 feet of the proposed area, as shown on the latest county tax assessment roll is required to be included in this application package.

Corner coordinates for proposed area in Decimal Degrees (DD.ddddd):

NE	<u>27.523022</u>	<u>-82.482017</u>
SE	<u>27.520983</u>	<u>-82.481217</u>
NW	<u>27.522731</u>	<u>-82.483575</u>
SW	<u>27.520650</u>	<u>-82.483056</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.).

Bottom composition is sand and sand with mud.

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.

Briefly describe your reasons for selecting the proposed site (i.e., substrate type, location, water quality, etc.). The proposed area selected should have minimum environmental, social and use impacts (e.g., seagrasses, natural shellfish resources, navigation, recreation and commercial uses, etc.).

This site was selected because it is suitable for oyster bed restoration and appears to meet all requirements described in 18-21 FAC. The selected area poses no known environmental, social or use impacts. Due to shallow depths, water based recreational uses are limited. Blue-crab fisherman set traps in deeper water to the west of the proposed area. Establishing this area as a restoration aquaculture lease to grow oysters is expected to provide positive impacts for all stakeholders.

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

Recreational fishing, though area does not provide uniquely beneficial attributes, and commercial crab fishers have traps set in deeper water to the west. Growing oysters in this location is expected to provide benefits to both recreational and commercial fisherman.

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).

Impacts are expected to be positive improving filtration/water clarity, increasing essential fish habitat, increasing biodiversity, and reducing wave energy to promote possible seagrass encroachment to adjacent areas.

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

This lease is in the public interest because it will facilitate 10 acres of oyster habitat restoration resulting in increased ecosystem service as associated with oyster habitats. This will include improved water filtration, increased fish habitat, wave attenuation, etc.

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).

NA

**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.

Activities proposed are clutch material placement over 10 acres with stone, recycled oyster shell, or washed shell (all no greater than 6 inches thickness relative to bottom elevation). Placement will be a combination of direct clutch placement on bottom and placement of clutch material that has been drilled and stacked with 6" of clutch then fixed to the bottom using anchors (12" to 18" anchor pins). Anchor pins with clutch stack will be placed at 6" to 12" centers. +

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	Placement of 1 to 10 acres of clutch with 70,000 seed oysters per acre, then monitor growth, and add additional seed oysters as needed.
Year 2	Placement of 1 to 10 acres of clutch with 70,000 seed oysters per acre, then monitor growth, and add additional seed oysters as needed.
Year 3	Placement of 1 to 10 acres of clutch with 70,000 seed oysters per acre, then monitor growth, and add additional seed oysters as needed.
Year 4	Placement of 1 to 10 acres of clutch with 70,000 seed oysters per acre, then monitor growth, and add additional seed oysters as needed.
Year 5	Placement of 1 to 10 acres of clutch with 70,000 seed oysters per acre, then monitor growth, and add additional seed oysters as needed.
Year 6	Placement of 1 to 10 acres of clutch with 70,000 seed oysters per acre, then monitor growth, and add additional seed oysters as needed.
Year 7	Placement of 1 to 10 acres of clutch with 70,000 seed oysters per acre, then monitor growth, and add additional seed oysters as needed.
Year 8	Placement of 1 to 10 acres of clutch with 70,000 seed oysters per acre, then monitor growth, and add additional seed oysters as needed.
Year 9	Placement of 1 to 10 acres of clutch with 70,000 seed oysters per acre, then monitor growth, and add additional seed oysters as needed.
Year 10	Placement of 1 to 10 acres of clutch with 70,000 seed oysters per acre, then monitor growth, and add additional seed oysters as needed.

Describe the supply source of seed stock or rock products.

Seed oysters are anticipated to be provided by Bay Shellfish Corporation in Terra Ceia, Florida.

Describe the distribution of the product after harvest.

No harvesting will occur. Oysters are intended to remain for ecosystem service values.

**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.).

Cultch placement will be direct placement from boats with no materials extending greater than 6 inches from bottom elevation. Cultch will be sources

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.

No off-bottom gear is proposed.

#### 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: Damon Moore Digitally signed by Damon Moore  
Date: 2023.09.20 14:35:16 -04'00'

Date: 09/20/23

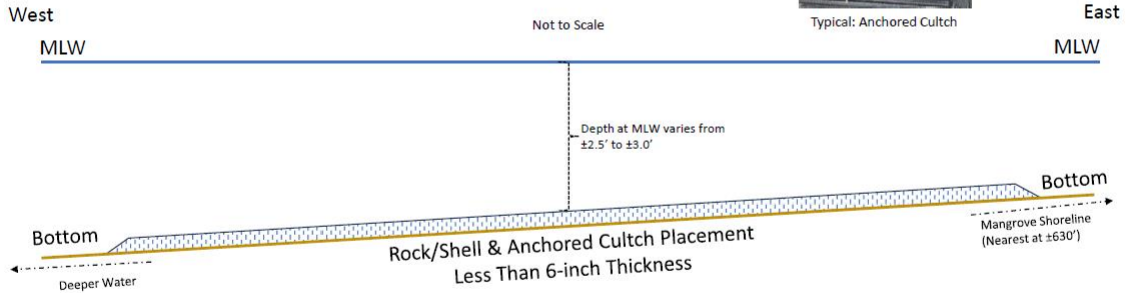




Proposed Restoration Aquaculture  
Oyster Lease Typical Cross Section  
"Oyster Reef Eileen" (10 Acres)  
Manatee River, Manatee County, FL  
Map Date: 09/20/23



Typical: Anchored Cultch







WILTON SIMPSON  
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. \_\_\_\_\_ (Official Use Only)

Please Type or Print Legibly

**PART I - Applicant Information**

Name: Charlie Hunsicker

Company Name: Manatee County Natural Resources Department

Lease Title: Manatee County RA Area 1

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

Address: 1022 28th Avenue East

City: Bradenton State: FL Zip: 34208

Telephone Number: 941-748-4501 ext. 6001 Fax Number: \_\_\_\_\_

E-Mail Address: charlie.hunsicker@mymanatee.org

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

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

Mr. Hunsicker has served as the Director of Natural Resources for Manatee County for 20 years. During this time, he has directed multiple habitat restoration projects across Manatee County, including creation of 3-acres of oyster reef at Robinson Preserve and 0.25-acres in Perico Bayou. The project will be managed by, Sherri Swanson, Ecological and Marine Resources Division Manager with over 25 years of experience working in marine environments, including oyster

**PART II - Parcel/Site Information**

Bottom Lease (use of up to 6 inches off the bottom)

Water Column Lease (use of the full water column) Please contact the division to determine if the parcel can be issued for full water column usage.

**A. Existing/Approved Parcels**

County \_\_\_\_\_

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

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

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

Remit payment of application fee of \$200.00 by check or money order to:  
Florida Department of Agriculture & Consumer Services  
P. O. Box 6700  
Tallahassee, FL 32314-6700

Org. Code: 42150300000  
EO A2  
Object Code: 001237 \$200.00

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

County Manatee

Water body Manatee River

Size of Proposed Lease Area 6.19 acres

Shallowest water depth at mean low water 2.5 feet

Deepest water depth at mean low water 3.0 feet

Average tidal range in area 1.5 feet

Shellfish Harvesting Area (SHA) No

Do you own the riparian upland property?

Yes  No

If "yes" please attach a copy of the warranty deed and complete the following:  
Linear feet of waterfront property: \_\_\_\_\_

Local zoning and specific use: No Zoning

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

Approx. distance to nearest shoreline 476 feet

For areas within 500 feet of a riparian landowner, a list of the names and addresses of each owner of property lying within 500 feet of the proposed area, as shown on the latest county tax assessment roll is required to be included in this application package.

Corner coordinates for proposed area in Decimal Degrees (DD.ddddd):

NE	<u>27.524929</u>	<u>-82.484605</u>
SE	<u>27.524225</u>	<u>-82.484314</u>
NW	<u>27.525280</u>	<u>-82.486240</u>
SW	<u>27.524090</u>	<u>-82.487410</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.).

Bottom composition is sand and sand with mud.

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.

Briefly describe your reasons for selecting the proposed site (i.e., substrate type, location, water quality, etc.). The proposed area selected should have minimum environmental, social and use impacts (e.g., seagrasses, natural shellfish resources, navigation, recreation and commercial uses, etc.).

This site was selected because it is suitable for oyster bed restoration and appears to meet all requirements described in 18-21 FAC. The selected area poses no known environmental, social or use impacts. Due to shallow depths, water based recreational uses are limited. Blue-crab fisherman set traps in deeper water to the west of the proposed area. Establishing this area as a restoration aquaculture lease to grow oysters is expected to provide positive impacts for all stakeholders.

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

Recreational fishing, though area does not provide uniquely beneficial attributes, and commercial crab fishers have traps set in deeper water to the west. Growing oysters in this location is expected to provide benefits to both recreational and commercial fisherman.

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).

Impacts are expected to be positive improving filtration/water clarity, increasing essential fish habitat, increasing biodiversity, and reducing wave energy to promote possible seagrass encroachment to adjacent areas.

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

This lease is in the public interest because it will facilitate 6.19 acres of oyster habitat restoration resulting in increased ecosystem service as associated with oyster habitats. This will include improved water filtration, increased fish habitat, wave attenuation, etc.

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).

NA

**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.

Activities proposed are clutch material placement over 6.19 acres with stone, recycled oyster shell, or washed shell (all no greater than 8 inches thickness relative to bottom elevation). Placement will be a combination of direct cultch placement on bottom and placement of cultch material that has been drilled and stacked with 6" of cultch then fixed to the bottom using anchors (12" to 18" anchor pins). Anchor pins with cultch stack will be placed at 6" to 12" centers.

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 Placement of 1 to 6.19 acres of cultch with 70,000 seed oysters per acre, then monitor growth, and add additional seed oysters as needed.

Year 2 Placement of 1 to 6.19 acres of cultch with 70,000 seed oysters per acre, then monitor growth, and add additional seed oysters as needed.

Year 3 Placement of 1 to 6.19 acres of cultch with 70,000 seed oysters per acre, then monitor growth, and add additional seed oysters as needed.

Year 4 Placement of 1 to 6.19 acres of cultch with 70,000 seed oysters per acre, then monitor growth, and add additional seed oysters as needed.

Year 5 Placement of 1 to 6.19 acres of cultch with 70,000 seed oysters per acre, then monitor growth, and add additional seed oysters as needed.

Year 6 Placement of 1 to 6.19 acres of cultch with 70,000 seed oysters per acre, then monitor growth, and add additional seed oysters as needed.

Year 7 Placement of 1 to 6.19 acres of cultch with 70,000 seed oysters per acre, then monitor growth, and add additional seed oysters as needed.

Year 8 Placement of 1 to 6.19 acres of cultch with 70,000 seed oysters per acre, then monitor growth, and add additional seed oysters as needed.

Year 9 Placement of 1 to 6.19 acres of cultch with 70,000 seed oysters per acre, then monitor growth, and add additional seed oysters as needed.

Year 10 Placement of 1 to 6.19 acres of cultch with 70,000 seed oysters per acre, then monitor growth, and add additional seed oysters as needed.

Describe the supply source of seed stock or rock products.

Seed oysters are anticipated to be provided by local seed stock providers obtained in accordance with Manatee County procurement policy.

Describe the distribution of the product after harvest.

No harvesting will occur. Oysters are intended to remain for ecosystem service values.

**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.).

Placement will be a combination of direct cultch placement on bottom and placement of cultch material that has been drilled and stacked with 6" of cultch then fixed to the bottom using anchors (12" to 18" anchor pins). Anchor pins with cultch stack will be placed at 6" to 12" centers. These are essentially spat collectors that are intended to grow full size oysters. Cultch placement will be followed by the addition of 70,000 seed oysters per acre over the cultch material, monitoring, and additional seed oysters depending on observed levels of oyster recruitment. Manatee County will pursue grants to contract with seed growers, local waterman, and marine contractors to place cultch material as well as facilitate numerous volunteer-based events to assist with all aspects of the restoration aquaculture operation.

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.

No off-bottom gear is proposed.

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: Charlie Hunsicker

Date: 9/27/2023 | 5:12 PM EDT



Parcel ID: 862000059  
Ownership: WCI COMMUNITIES INC  
Owner Type: CORPORATION  
Mailing Address: WCI COMMUNITIES INC, 24301 WALDEN CENTER DR,  
BONITA SPRINGS FL 34134

Situs Address: 80TH AVE E, BRADENTON, FL 34202  
Jurisdiction: UNINCORPORATED MANATEE COUNTY  
Tax District: 0310; EAST MANATEE FIRE RESCUE DISTRICT  
Market Area: 06; EAST COUNTY SOUTH OF RIVER

Sec/Twp/Rge: 15-34S-18E  
Neighborhood: 4536; HERITAGE HARBOUR PH 1

Parcel Type: REAL PROPERTY  
Parcel Created: 02/13/2023  
Map Number: 4CN1

Land Use: 9500; RIVERS, LAKES, SUBMERGED LANDS  
Land Size: 2.5466 Acres or 110,930 Square Feet



DESCRIPTION

LN OF THE SE 1/4 OF THE NW 1/4 OF THE ABOVE MENTIONED SEC 22; TH N 89 DEG 19 MIN 31 SEC W, ALG SD S LN, A DIST OF 87.39 FT TO THE SW COR OF SD SE 1/4 OF THE NW 1/4 OF SEC 22, ALSO BEING THE NE COR OF THE NW 1/4 OF THE SW 1/4 OF SD SEC 22; TH S 00 DEG 34 MIN 42 SEC W, ALG THE E LN OF SD NW 1/4 OF THE SW 1/4 OF SEC 22, A DIST OF 1322.67 FT TO THE SE COR OF SD NW 1/4 OF THE SW 1/4 OF SEC 22; TH N 89 DEG 26 MIN 09 SEC W, ALG SD S LN, A DIST OF 984.73 FT TO THE PC OF A NON-TANGENT CURVE TO THE RIGHT OF WHICH THE RAD PT LIES N 28 DEG 44 MIN 10 SEC E, A RADIAL DIST OF 3144.05 FT, SD PT ALSO BEING ON THE ABOVE MENTIONED ELY RW LN OF SR 93; TH ALG SD ELY RW LN FOR THE FOLLOWING TWO (2) CALLS: (1) TH NW 1/4 ALG THE ARC OF SD CURVE, THROUGH A CIA OF 42 DEG 01 MIN 44 SEC, AND ARC LENGTH OF 2306.29 FT TO THE P.T. OF SD CURVE; (2) TH N 19 DEG 14 MIN 06 SEC W, A DIST OF 1051.33 FT TO THE POB; LESS AND EXCEPT ALL OF TIDEWATER PRESERVE PH I, REC IN PD 49 PG 104, TH LAGOON AT TIDEWATER PRESERVE, REC AT OR 2220 PG 3548 AND MARINER ESTATES, REC AT PD 53 PG 34 PIMCF, P 48620.00059 24 DEG 11 MIN 26 SEC W, A DIST OF 144.09 FT TO A PT ON THE S US GOV'T LOTS 2 & 3 MOSTLY MARSH SUB TO CONSERVATION EASMENT 2 AS DESC IN 22624981; ALSO LESS THAT PART INCLUDED IN OR 231175450 DESC AS FOLLOWS: A PARCEL OF LAND LYING IN SEC 15, 16, 21 & 22, TWP 34S, RNG 18E, MANTEE COUNTY, FL AND DESC AS FOLLOWS: BEG AT A PT ON THE ELY RW LN OF SR 93 (INTERSTATE 75, SEC 13075-2404, VARIABLE WIDTH PUBLIC RW) AND THE JNT WITH THE S LN OF AN ACCESS RD AS REC IN PD PB 9 PG 190 PIMCF; TH S 89 DEG 44 MIN 38 SEC E, ALG THE S LN OF SD ACCESS RD, A DIST OF 74.26 FT; TH N 19 DEG 14 MIN 06 SEC W, ALG THE ELY LN OF SD ACCESS RD, A DIST OF 515.22 FT; TH N 42 DEG 12 MIN 50 SEC W, ALG THE NELY LN OF SD ACCESS RD, A DIST OF 179.29 FT TO A PT ON THE ABOVE MENTIONED ELY RW LN OF SR 93; TH N 19 DEG 14 MIN 06 SEC W, ALG SD ELY RW LN, A DIST OF 35.38 FT TO THE MHWL OF THE MANATEE RIVER; TH ALG SD MHWL FOR THE FOLLOWING FIFTY-FOUR (54) CALLS: (1) TH S 82 DEG 28 MIN 37 SEC E, A DIST OF 136.82 FT; (2) TH N 71 DEG 06 MIN 39 SEC E, A DIST OF 107.36 FT; (3) TH S 79 DEG 38 MIN 22 SEC E, A DIST OF 101.17 FT; (4) TH N 58 DEG 22 MIN 24 SEC E, A DIST OF 91.32 FT; (5) TH N 74 DEG 10 MIN 01 SEC E, A DIST OF 61.78 FT; (6) TH N 67 DEG 21 MIN 34 SEC E, A DIST OF 208.91 FT; (7) TH S 59 DEG 27 MIN 25 SEC E, A DIST OF 17.02 FT; (8) TH N 66 DEG 49 MIN 29 SEC E, A DIST OF 104.45 FT; (9) TH N 77 DEG 26 MIN 09 SEC E, A DIST OF 89.49 FT; (10) TH N 75 DEG 56 MIN 27 SEC E, A DIST OF 259.87 FT; (11) TH N 63 DEG 50 MIN 23 SEC E, A DIST OF 125 FT; (12) TH N 68 DEG 04 MIN 58 SEC E, A DIST OF 222.72 FT; (13) TH N 85 DEG 13 MIN 24 SEC E, A DIST OF 177.85 FT; (14) TH S 81 DEG 05 MIN 39 SEC E, A DIST OF 197.14 FT; (15) TH S 77 DEG 48 MIN 02 SEC E, A DIST OF 242.96 FT; (16) TH N 83 DEG 46 MIN 52 SEC E, A DIST OF 117.10 FT; (17) TH N 72 DEG 15 MIN 06 SEC E, A DIST OF 317.52 FT; (18) TH N 71 DEG 59 MIN 12 SEC E, A DIST OF 99.22 FT; (19) TH N 51 DEG 47 MIN 28 SEC E, A DIST OF 86.76 FT; (20) TH N 72 DEG 56 MIN 33 SEC E, A DIST OF 136.15 FT; (21) TH S 77 DEG 37 MIN 56 SEC E, A DIST OF 129.02 FT; (22) TH N 50 DEG 40 MIN 29 SEC E, A DIST OF 60.86 FT; (23) TH N 73 DEG 25 MIN 23 SEC E, A DIST OF 264.28 FT; (24) TH N 09 DEG 00 MIN 52 SEC W, A DIST OF 17.46 FT; (25) TH N 59 DEG 28 MIN 55 SEC E, A DIST OF 205.15 FT; (26) TH N 87 DEG 18 MIN 12 SEC E, A DIST OF 167.13 FT; (27) TH S 71 DEG 38 MIN 34 SEC E, A DIST OF 66.56 FT; (28) TH S 49 DEG 32 MIN 25 SEC E, A DIST OF 170.57 FT; (29) TH S 63 DEG 48 MIN 43 SEC E, A DIST OF 383.70 FT; (30) TH S 74 DEG 08 MIN 25 SEC E, A DIST OF 66.77 FT; (31) TH S 59 DEG 23 MIN 16 SEC E, A DIST OF 111.39 FT; (32) TH S 64 DEG 54 MIN 25 SEC E, A DIST OF 254.54 FT; (33) TH S 80 DEG 31 MIN 47 SEC E, A DIST OF 48.84 FT; (34) TH S 68 DEG 09 MIN 59 SEC E, A DIST OF 436.59 FT; (35) TH S 75 DEG 45 MIN 10 SEC E, A DIST OF 384.12 FT; (36) TH S 87 DEG 27 MIN 55 SEC E, A DIST OF 211.83 FT; (37) TH S 89 DEG 17 MIN 49 SEC E, A DIST OF 165.13 FT; (38) TH S 04 DEG 39 MIN 54 SEC E, A DIST OF 120.81 FT; (39) TH S 76 DEG 20 MIN 13 SEC W, A DIST OF 309.78 FT; (40) TH S 64 DEG 18 MIN 26 SEC W, A DIST OF 391.78 FT; (41) TH S 50 DEG 08 MIN 35 SEC W, A DIST OF 565.18 FT; (42) TH S 36 DEG 35 MIN 18 SEC W, A DIST OF 297.45 FT; (43) TH S 30 DEG 37 MIN 01 SEC W, A DIST OF 281.09 FT; (44) TH S 25 DEG 38 MIN 08 SEC W, A DIST OF 275.46 FT; (45) TH S 15 DEG 19 MIN 36 SEC W, A DIST OF 358.11 FT; (46) TH S 67 DEG 31 MIN 15 SEC W, A DIST OF 159.28 FT; (47) TH S 24 DEG 49 MIN 01 SEC E, A DIST OF 125.50 FT; (48) TH S 24 DEG 11 MIN 45 SEC W, A DIST OF 396.42 FT; (49) TH N 77 DEG 26 MIN 03 SEC W, A DIST OF 167.20 FT; (50) TH S 00 DEG 14 MIN 21 SEC E, A DIST OF 95.30 FT; (51) TH S 30 DEG 55 MIN 32 SEC W, A DIST OF 267.80 FT; (52) TH S 28 DEG 34 MIN 30 SEC E, A DIST OF 89.12 FT; (53) TH N 80 DEG 51 MIN 14 SEC W, A DIST OF 74.11 FT; (54) TH S



2023 PRELIMINARY CERTIFIED VALUES

	County	School	IndSpecDist	Municipality
Land Value:	260	260	260	
Improvement Value:	0	0	0	
Total Market Value:	260	260	260	
Land Classified Agricultural:	0	0	0	
Classified Use Value:	0	0	0	
Classified Use Savings:	0	0	0	
Ineligible for 10% Cap:	0	260	0	
Eligible for 10% Cap Next Year:	0	0	0	
Eligible for 10% Cap This Year:	260	0	260	
10% Cap Savings:	0	0	0	
Ineligible for SOH Cap:	260	260	260	
Eligible for SOH Cap Next Year:	0	0	0	
Eligible for SOH Cap This Year:	0	0	0	
SOH Cap Savings:	0	0	0	
Assessed Value:	260	260	260	
Exempt Value:	0	0	0	
Taxable Value:	260	260	260	

2023 SPECIAL ASSESSMENTS

FD10 EAST MANATEE FIRE RESCUE DISTRICT	0.00
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LAND INFORMATION

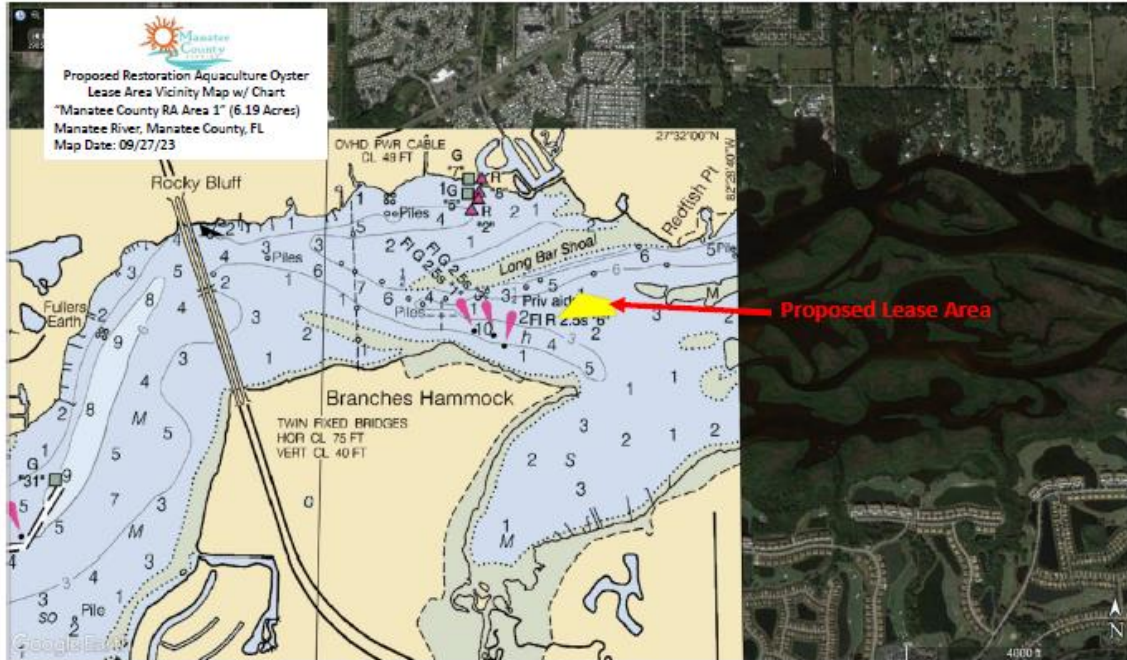
#	Type	Code	Ag	Ex	Sqft	Acres	Rate	Value	Frontage		Depth		Influences	Zoning
									Actual	Effect	Depth	Table		
1	A	500	No	0%	110,930	3	120	260			1.0			A

SALES INFORMATION

Salekey	Sale Date	Book/Page/Inst #	Instrument Type	V / I	Qual Code	Sale Price	Grantee	Grantor
2408854	9/3/2009	UNRECORDED	MISCELLANEOUS	V	11	\$	WCI COMMUNITIES INC	WCI COMMUNITIES INC









Proposed Restoration Aquaculture Oyster  
Lease Area Typical Cross Section  
"Manatee County RA Area 1" (6.19 Acres)  
Manatee River, Manatee County, FL  
Map Date: 09/27/23





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. \_\_\_\_\_