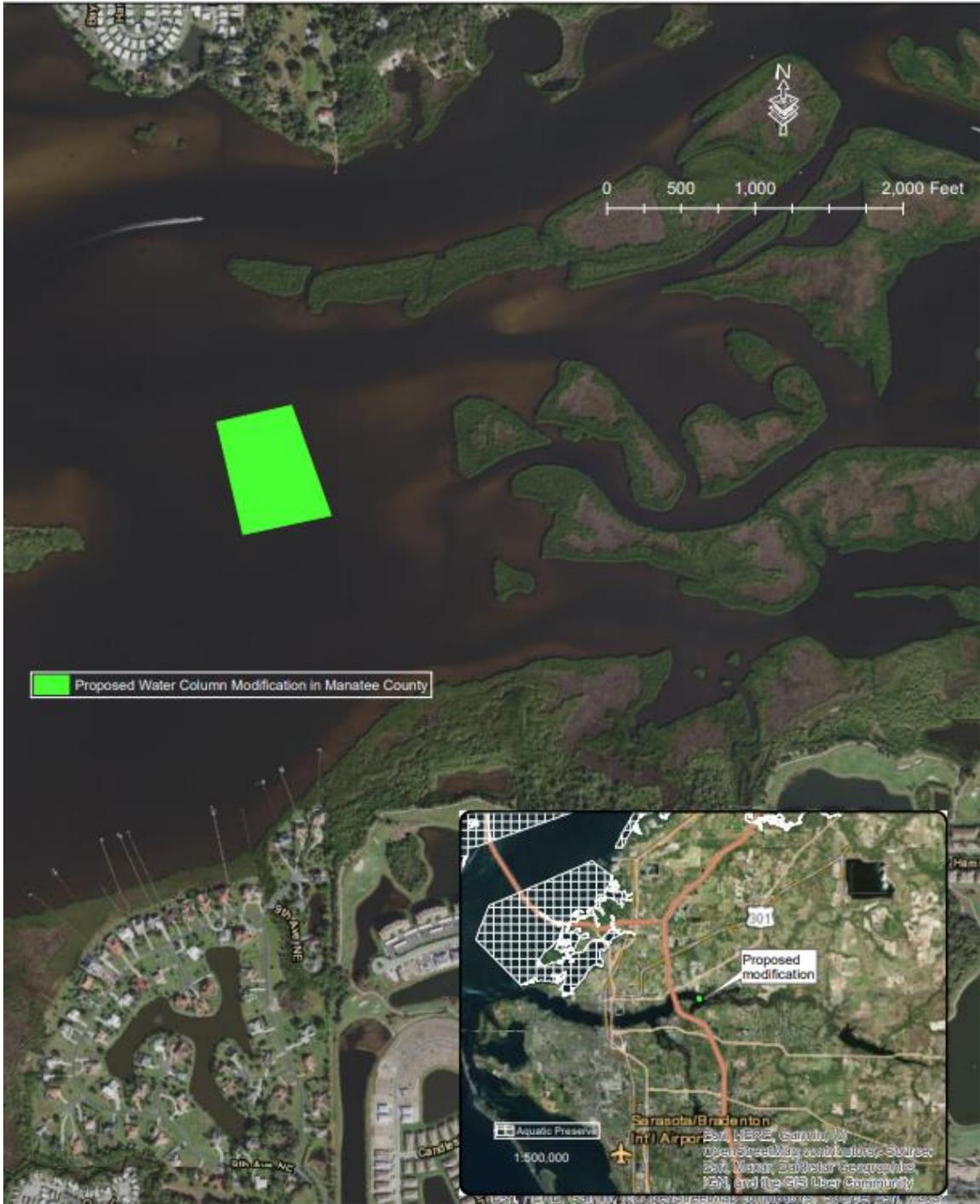


Proposed Water Column Modification in Manatee County



Oyster River Ecology, Inc.
Manatee County, Florida
Manatee River Management Agreement
Modification to Water Column Request

We are requesting a modification of our existing bottom lease to a water column lease to support our aquaculture restoration and community outreach goals. This change will allow us to:

- Enhance Public Education and Visibility: By elevating the project into the water column, the site will become more visible and accessible for community members and educational groups, aligning with our mission to promote public awareness and engagement around aquaculture and restoration practices.
- Improve Safety: Transitioning to a water column lease will reduce the risk of vessel strikes by clearly identifying the site boundaries.
- Support Educational Demonstration Tools: We would also like the flexibility to incorporate a small number of [floating cages for demonstration purposes](#) during site visits with student groups and other community educational programs.

We believe that this lease modification will significantly enhance the educational and outreach value of the site while maintaining its restoration and environmental stewardship values.



Feature 2 x Flow N Grow 16L liter floats.

Floating wire oyster tray. Fill with oysters that are 1 – 1/8 inch or larger. Holds up to 300 full-size (3-inch) oysters.

Use the enclosed zip ties to secure the floats to the cage, clip the cage to a dock line, and fill with oysters.

Tray dimensions: 36 x 25 x 4.5 inches, wire mesh measures 3/4".

Trays ship with float inside. Attach the floats with the enclosed zip ties and you're good to go.

Floats available with or without caps. Choose with cap at one end if you would like to sink your tray in the winter, or ahead of storms.



Florida Department of Agriculture and Consumer Services
Division of Aquaculture

MANAGEMENT AGREEMENT FOR
CERTAIN SOVEREIGNTY SUBMERGED LANDS

IN _____ COUNTY, FLORIDA

Section 18-21.005(1)(e), F.S.

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

Agreement No. _____

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

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

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

13. The Grantee hereby covenants and agrees to investigate all claims of every nature at its expense, and to indemnify, defend and hold and save harmless the Board of Trustees of the Internal Improvement Trust Fund, the State of Florida and the Department of Agriculture and Consumer Services from all claims, actions, lawsuits and demands arising out of this Agreement or any activity conducted hereunder. The Grantee further agrees to be solely responsible for any injury or property damage resulting from any property conditions or activity within the Agreement
SSLMA No. _____

areas.

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

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

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

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

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

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

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

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

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

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

(1) A corner marker is required to be installed on the _____ corner of this management agreement site. This marker shall be a sign (minimum of 2' x 2' in size) fastened to a PVC pole at least four-inches in diameter.

SSLMA No. _____

The sign must have a white background and include: a. The language "RESTRICTED USE AREA, HARVESTING PROHIBITED EXCEPT BY GRANTEE" in one-inch black letters; b. "diamond symbol" using international orange reflective tape; c. a two-inch border using international orange reflective tape; d. the relative geographic position "___" for the _____ corner in two-inch black letters; and e. FDACS Management Agreement No. ___-MA-___ in two-inch black letters. The sign shall extend a minimum of three-feet above the mean high water mark.

(2) Buoys must be white with international orange bands of reflective tape with black block characters at least one (1) inch in height and include each corner designation (i.e., NE, NW, SE, and SW) and FDACS Management Agreement No. ___-MA___. Each buoy must be maintained upright at a minimum height of 14-inches above the mean high water mark.

(3) Stakes must contain a field at least 2-1/2" wide and 10" long. The background shall be white with international orange bands of reflective tape above and below the field. FDACS Management Agreement No. ___-MA-___, and each corner designation (i.e., NE, NW, SE, and SW) shall be displayed in black block characters of at least 1" in height. The identifying field on the stake shall extend a minimum of 18-inches above the mean high water mark. Stakes may be made from carsonite, fiberglass, and/or PVC.

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

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

e. The Grantee shall perform the aquaculture activities in such a manner that will not have an adverse impact on significant resource habitats such as seagrass beds or on endangered species such as manatees and sea turtles.

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

(Remainder of page intentionally left blank)

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

SSLMA No. _____

By: _____
Joey B. Hicks, Director, Division of Administration
Department of Agriculture and Consumer Services, Designee
For the Board of Trustees of the Internal Improvement Trust
Fund

"GRANTOR"

STATE OF _____
COUNTY OF _____

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

Notary Public (SEAL)
State of Florida at Large

Typed/Printed Name of Notary Public

Grantee (SEAL)

BY _____
Original Signature of Executing Authority

Typed/Printed Name of Executing Authority

Title of Executing Authority

"GRANTEE"

STATE OF _____
COUNTY OF _____

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

Notary Public (SEAL)

SSLMA No. _____