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.

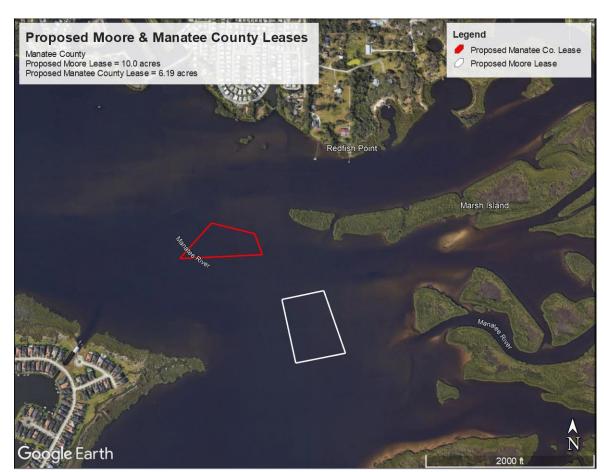


Figure 1. Proposed Oyster River Ecology, Inc. (Moore) Site Location in Manatee County.

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



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

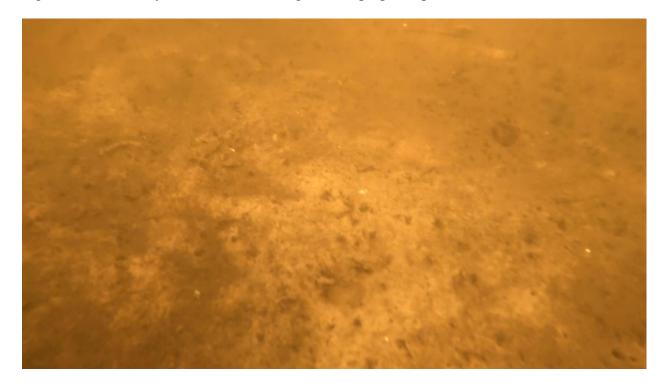


Figure 4. Proposed Oyster River Ecology, Inc., resource assessment.

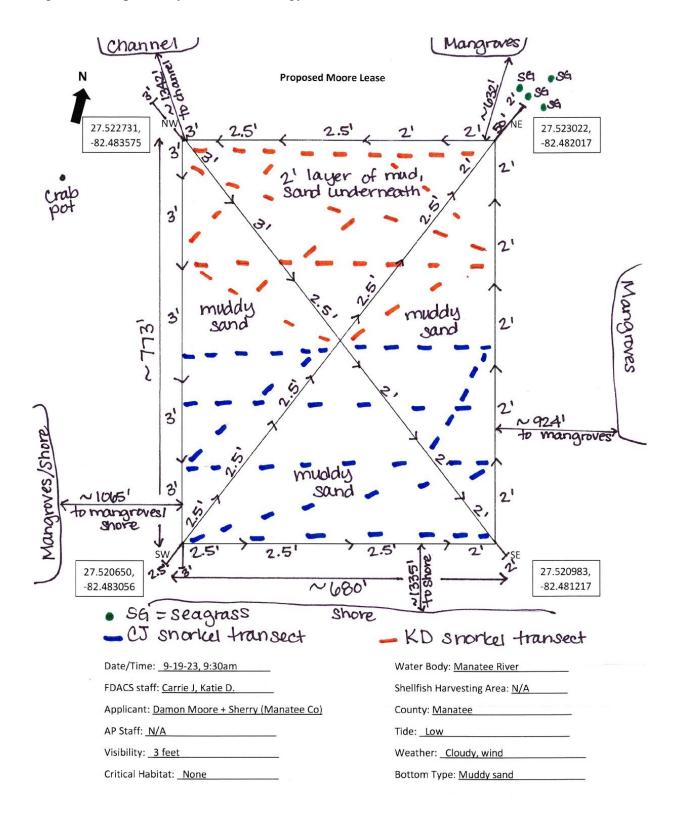


Figure 5. Shoreline, looking North.



Figure 6. Shoreline, looking West.

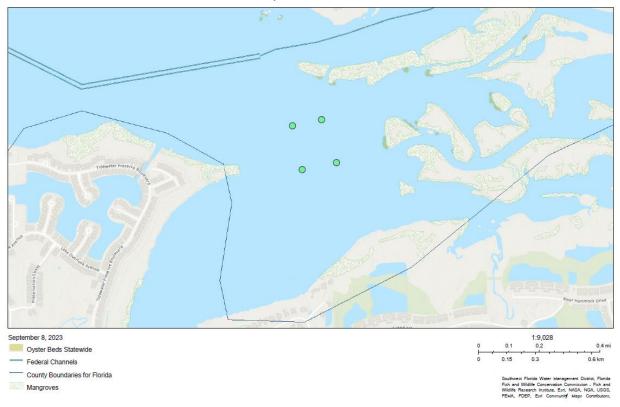


Figure 7. Looking South.



Figure 8. Critical habitat map.

Proposed Moore Lease



Nay created by Nap Direct, powered by ERR.
Florida Department of Environmental Protection makes no warrantf_expressed or implied,or assumes and legal liability or responsibility for the accuract, completeness, or usefulness of and information, apparatus, product, or process disclosed,or represents that is use would not intelling perintelling contents and the second perintelling p

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



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

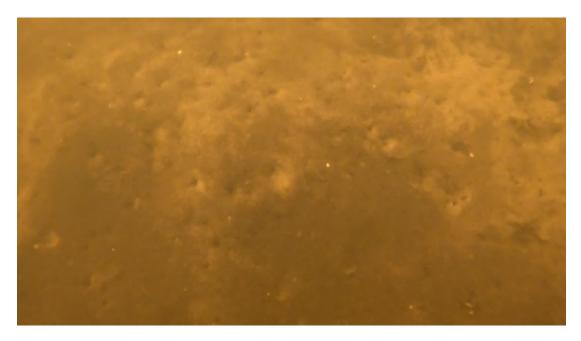


Figure 11. Manatee County assessment sketch.

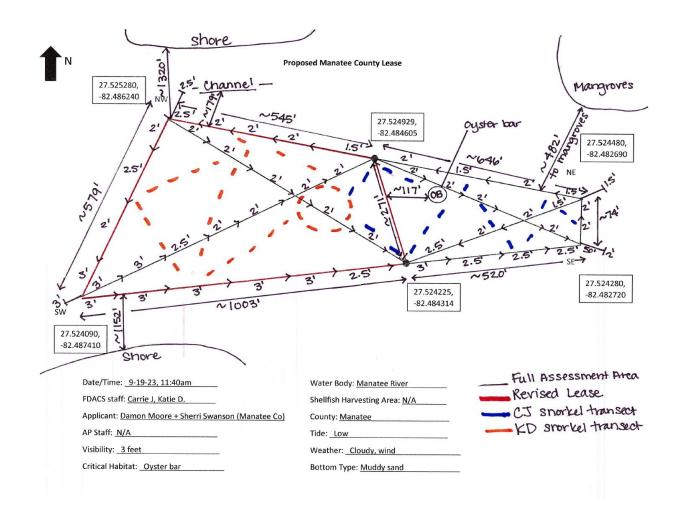


Figure 12. Shoreline, looking West.



Figure 13. Shoreline, looking North.



Figure 14. Shoreline, looking South.



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

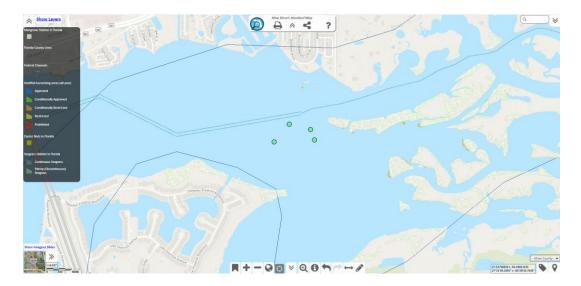


Figure 16. Amended Manatee County Natural Resources Department site, due to proximity of oyster bar.

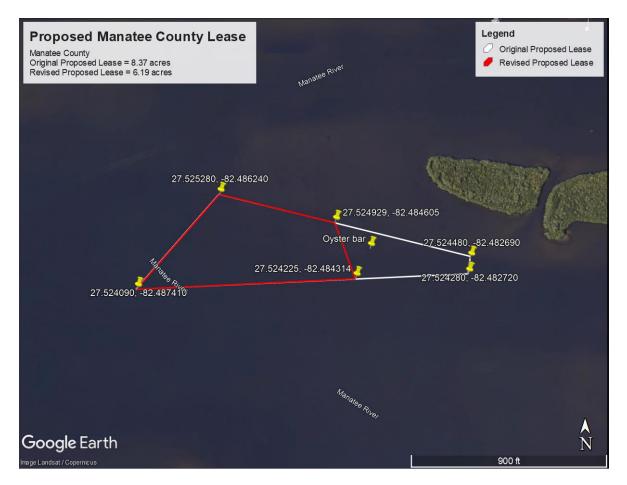




Figure 17. Amended Manatee County Natural Resources Department site.

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**

be issued to persons or to Section 253.69, Florida Statutes - Rule 18-21.021, F.A.C. a company or LLC. Please use the full legal Application No. _(Official Use Only) name for a lease to be issue in a personal name. Please Type or Print Legibly If entering a company or LLC name, please provide **PART I - Applicant Information** incorporation or Name: Damon Moore registration documentation as proof that the business Company Name: Oyster River Ecology, Inc. entity is registered and that you are authorized to Lease Title: ORE Restoration Aquaculture Area - Eileen Reef conduct business on behalf of the entity. Aquaculture Certificate of Registration Number: _ Address: 702 Sundance Trail _Zip: _³³⁵⁹⁸ City: Wimauma _State: FL Telephone Number: 941-567-8738 _Fax Number: _ damon@oysterriverecology.org E-Mail Address:

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

A Existing/Approved Parcels

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

I certify that I am 18 years old or older (please initial): $\underline{\mbox{DM}}$

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 raice	19
County	<u> </u>
Aquaculture Use Zone	
Parcel #	_ Alternate Parcel #
V	

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

Lease Title: A lease can

Org. Code: 42150300000 EO A2

Object Code: 001237

\$200.00

Tallahassee, FL 32314-6700

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B. New Site (for newly proposed areas, complete sect	
County Manatee	application to: Division of Aquaculture
Water body Manatee River	Attention: Portia Sapp 600 South Calhoun Street, Suite 217 Tallahassee, Florida 32399-1300
Size of Proposed Lease Area 10acres	or transmit via email to Aguaculture Web@FDACS.gov
Shallowest water depth at mean low water 2.5	feet NO APPLICATION FEE IS DUE AT THIS TIME.
Deepest water depth at mean low water 3.0	feet For the SHA code, please visit our website
Average tidal range in area 1.5	feet at: https://www.FDACS.gov/Agriculture-
Shellfish Harvesting Area (SHA) No	Industry/Aquaculture/Shellfish-Harvesting- Area-Classification/Shellfish-Harvesting-
Do you own the riparian upland property?	Area-Maps Proposed shellfish leases must be sited in
∐Yes ⊠No	Approved or Conditionally Approved waters.
If "yes" please attach a copy of the warranty deed and collinear feet of waterfrontproperty:	nplete the following:
Local zoning and specific use:	
If "no" please describe the location of access to the propo Access by boat	sed lease site.
500 feet of the proposed area, as shown on the latest co- application package.	
Corner coordinates for proposed area in Decimal Degree	
NE 27.523022	-82.482017
NE 27.523022 SE 27.520983	-82.482017 -82.481217
NE 27.523022 SE 27.520983 NW 27.522731	-82.482017 -82.481217 -82.483575
NE 27.523022 SE 27.520983 NW 27.522731 SW 27.520650	-82.482017 -82.481217 -82.483575 -82.483056
NE 27.523022 SE 27.520983 NW 27.522731 SW 27.520650	-82.482017 -82.481217 -82.483575 -82.483056 Ided in this application package. The vicinity map may be hand the following items in the diagram:
NE 27.523022 SE 27.520983 NW 27.522731 SW 27.520650 A vicinity map of the proposed area is required to be includrawn or computer generated. See Attachment 1 for guidance and at a minimum include	-82.482017 -82.481217 -82.483575 -82.483056 Ided in this application package. The vicinity map may be hand the following items in the diagram: and date.
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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 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 cultivate	ted:
(Please check all that a	pply)
□Hard Clam (Mercena	ria spp.)
	(Macrocallista nimbosa)
Eastern Oyster (Cras	ssostrea virginica)
Live Rock	
Other	

FDACS-15102 Rev. 08/16 Page 3 of 8 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 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).



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

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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 Date: 2023.09.20 14:35:16 -04'00'

Date: Date: Date: Date: 2023.09.20 14:35:16 -04'00'

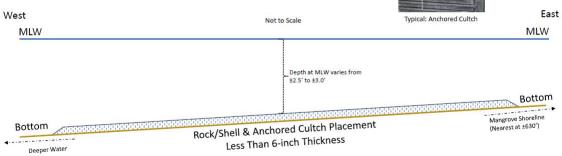
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DocuSign Envelope ID: 88C47C77-44AD-4C35-8930-47184D469167



City: Bradenton

Telephone Number

E-Mail Address:

Florida Department of Agriculture and Consumer Services Division of Aquaculture

APPLICATION FOR A STATE-OWNED SOVEREIGNTY SUBMERGED LAND AQUACULTURE LEASE

be issued to persons or to Section 253.69, Florida Statutes - Rule 18-21.021, F.A.C. a company or LLC. Please use the full legal Application No. (Official Use Only) name for a lease to be issue in a personal name. Please Type or Print Legibly If entering a company or LLC name, please provide PART I - Applicant Information incorporation or Name: Charlie Hunsicker registration documentation as proof that the business Company Name: Manatee County Natural Resources Department entity is registered and that you are authorized to Lease Title: Manatee County RA Area 1 conduct business on behalf of the entity. Aquaculture Certificate of Registration Number: Address: 1022 26th Avenue East

State: FL

Fax Number:

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

Zip: 34208

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 Marina Recourses Division Manager with over 25 years of experiences working in marine environments, including overer PART II- Parcel/Site Information

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

941-748-4501 ext. 6001

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

charlie.hunsicker@mymanatee.org

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	raiceis	
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

Lease Title: A lease can

Org. Code: 42150300000 EO A2

Object Code: 001237

\$200.00

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A Existing/Approved Parcels

B. Ne	w Site (for newly proposed areas, complete sec	ctionB)	For newly proposed site, mail completed application to:
Count	y Manatee		Division of Aquaculture
	body Manatee River		Attention: Portia Sapp 600 South Calhoun Street, Suite 217 Tallahassee, Florida 32399-1300
Size o	of Proposed Lease Area 6.19acres		or transmit via email to Aquaculture Web@FDACS.gov
Shallo	west water depth at mean low water 2.5	_feet	NO APPLICATION FEE IS DUE AT THIS TIME.
Deepe	est water depth at mean low water 3.0	feet	For the SHA code, please visit our website
Avera	ge tidal range in area 1.5	_feet	at: https://www.FDACS.gov/Agriculture-
Shellfi	ish Harvesting Area (SHA) No		Industry/Aquaculture/Shellfish-Harvesting- Area-Classification/Shellfish-Harvesting-
Do yo	u own the riparian upland property?		Area-Maps Proposed shellfish leases must be sited in
□Yes	s ⊠ No		Approved or Conditionally Approved waters.
	please attach a copy of the warranty deed and confeet of waterfrontproperty:	omplete the following:	
Local	zoning and specific use: No Zoning		
	please describe the location of access to the prop s by boat	posed lease site.	
For ar 500 fe	x. distance to nearest shoreline 476 reas within 500 feet of a riparian landowner, a list of reet of the proposed area, as shown on the latest of ation package.		
Corne	r coordinates for proposed area in Decimal Degre	es (DD.dddddd):	
NE	27.524929	-82.484605	
SE	27.524225	-82.484314	
NW	27.525280	-82.486240	
SW	27.524090	-82.487410	
drawn See A E E	nity map of the proposed area is required to be ind or computer generated. ttachment 1 for guidance and at a minimum included. ■ Legend with applicant name, county, water body ■ Label the dimensions of the proposed area. ■ Include corner GPS coordinates in Decimal Deg ■ Illustrate any natural resources adjacent to the parts.	de the following items i y and date. grees. proposed site.	in the diagram:
Descr	ibe the substrate/bottom composition at the propo	sed site (i.e., sand, silt	, mud, etc.).
Botto	m composition is sand and sand with mud.		

FDACS-15102 Rev. 09/20 Page 2 of 8 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	
Product(s) to be cultivated: (Please check all that apply) Hard Clam (Mercenaria spp.) Sunray Venus Clam (Macroc Eastern Oyster (Crassostrea Live Rock Other	allista nimbosa)

FDACS-15102 Rev. 09/20 Page 3 of 8 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 6 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 cysters per acre, then monitor growth, and add additional seed cysters as needed.
Year 2	Placement of 1 to 6.19 acres of cultch with 70,000 seed cysters per acre, then monitor growth, and add additional seed cysters as needed.
Year 3	Placement of 1 to 6.19 acres of cultch with 70,000 seed cysters per acre, then monitor growth, and add additional seed cysters as needed.
	Placement of 1 to 6.19 acres of cultch with 70,000 seed systems per acre, then monitor growth, and add additional seed systems as needed.d.
Year 6	
Year 7	Placement of 1 to 6.19 acres of cultch with 70,000 seed cysters per acre, then monitor growth, and add additional seed cysters as needed.
Year 8	
Year 9	
Year 10	Placement of 1 to 8 10 arres of outstands TO 000 seed modern ner arres then monitor results and additional seed modern on 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.

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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: (Justic Hunsider
Date: 9/27/2023 5:12 PM EDT

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Property Record Card

Created at: https://w ww.manateepao.gov on September 26, 2023

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

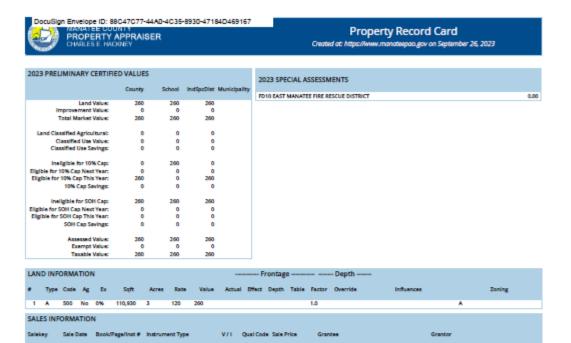
Sec/Twp/Rge: 15-345-18E Neighborhood: 4536; HERITAGE HARBOUR PH 1

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



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 SEC 22, A DIST OF 1327.67 FT TO THE SEC 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 THE SE COR OF SD MY TAKED THE SM TAKED SEC. THE NEW DESIGN AND OF SEC. SM. ALG. SD S. I.M. A DOST OF SBAZES IT TO THE SYC OF A NON-TANGENT CLIME TO THE ROOF OF WHICH THE ROOF THE ROOF OF WHICH THE ROOF THE ROOF OF WHICH THE SYC OF 125 FT; (12) TH N 68 DEG 04 MIN 58 SEC E, A DIST OF 222.72 FT; (18) 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 37.52 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, DECLARMINUS SECT, A DOS OF AZASO FIT, (19) THIN SECTE, AD STOR AZA (39) THIS 76 DEG 20 MIN 13 SEC W, A DIST OF 309.78 FT; (40) THIS 64 DEG 18 MIN 26 SEC W, A DIST OF 391.78 FT; (41) THIS 50 DEG 08 MIN 35 SEC W, A DIST OF 565.18 FT; (42) THIS 36 DEG 35 (ab) THIS 70 DEC 26 MIN 03 SEC W, A DIST OF 30 PG 37 MIN 03 SEC W, A DIST OF 25 PG 48 THIS 30 DEC 36 MIN 03 SEC W, A DIST OF 25 PG 48 THIS 30 DEC 36 MIN 03 SEC W, A DIST OF 25 PG 48 THIS 30 DEC 37 MIN 03 SEC W, A DIST OF 25 PG 48 THIS 30 DEC 37 MIN 03 SEC W, A DIST OF 30 PG 48 MIN 03 SEC W, A DIST OF 30 PG 48 MIN 03 SEC W, A DIST OF 30 PG 48 MIN 03 SEC W, A DIST OF 30 PG 48 MIN 03 SEC W, A DIST OF 30 PG 48 MIN 03 SEC W, A DIST OF 30 PG 48 MIN 23 SEC W, A DIS



WCI COMMUNITIES INC

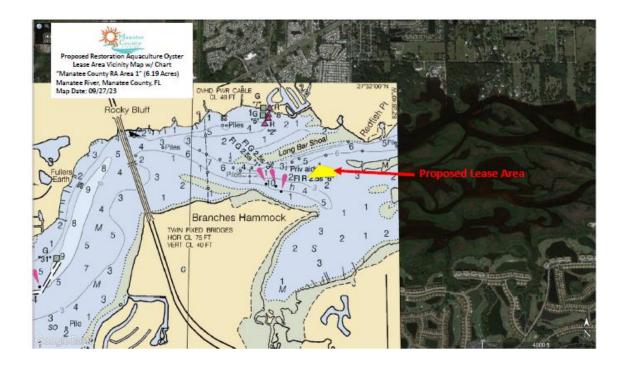
WCI COMMUNITIES INC

Manatee County Property Appraiser © 2023

2408854 9/3/2009 UNRECORDED MISCELLANEOUS V 11 \$

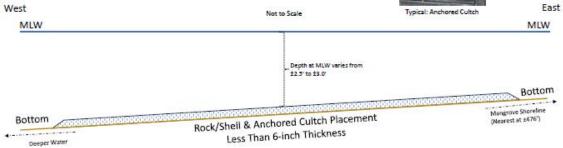
Page 2 of 2





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







Page 1 of 5

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
, the effective date of this Agreement. The terms and conditions of this Agreement are
as follows:
 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.
FDACS-15121 Rev. 02/14

- 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.
- 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 Granter 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.
- 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

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- 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 throve, 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 harve	st act	ivities,
involving the placement of					
shall be installed in order to mark each of the four-corners of each project	t area.				
(2) The placement, type and function of appliances and device	ces used in	culture pra	ectices and	use	of any
predator exclusion devices are subject to approval by the Division of Aq	uaculture.				

- (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	_comer (of this	management	agreement
ite.	This marker shall be a sign (minimum of 2' x 2' in size) fastened to a PV	VC pole a	t least	four-inches i	n diameter.

SSLMA No.

FDACS-15121 Rev. 02/14 Page 3 of 5 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. _____, 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.	

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Depa		ignee
STATE OF	"GRANTOR"	
The foregoing instrument was acknowledged be, 20, by Joey B. Hicks, Direct	efore me this day of tor, Division of Administration, who is personally k	known to me.
	Notary Public State of Florida at Large	(SEAL)
	Typed/Printed Name of Notary Public	
	Grantee	(SEAL)
	BYOriginal Signature of Executing Authority	
	Typed/Printed Name of Executing Authority	
	Title of Executing Authority	
STATE OF	"GRANTEE"	
	efore me this day of, 2 , who is personally known to me, or who has	
as identificatio	nn.	
No	otary Public	(SEAL)
SSLMA No		
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