

Staff Summary for October 13-16, 2026

21B. State Water Bottom Lease M-430-06**Today's Item****Information** ☒**Action** ☐

Receive and discuss request from Starbird Mariculture Incorporated to renew State Water Bottom Lease M-430-06 (Lease) issued to conduct aquaculture in Tomales Bay.

Summary of Previous/Future Actions

- | | |
|--|---------------------------------|
| • Approved a one-acre sublease to Starbird Mariculture Incorporated | February 4, 2015 |
| • Authorized assignment of entire Lease to Starbird Mariculture Incorporated | February 13, 2025 |
| • Received request to renew Lease; public receipt of request | January 28 and June 17-18, 2026 |
| • Today, discuss request to renew aquaculture Lease | October 13-16, 2026 |
| • Consider granting or denying renewal of the Lease | December 16-17, 2026 |

Background

The Commission has the authority to lease state water bottoms to any person for aquaculture purposes for an initial lease term not to exceed 25 years (sections 15400 and 15405, California Fish and Game Code). If the lessee is still actively engaged in aquaculture, as determined by the Commission, the lessee shall have a prior right to renew the lease on terms agreed upon between the Commission and the lessee; if terms are not agreed upon, the Commission shall advertise for bids on the lease (Section 15406(a), California Fish and Game Code).

Beyond the lease agreement, lessors are expected to follow all laws governing aquaculture, including Division 12 of California Fish and Game Code and Chapter 9 of Title 14 of the California Code of Regulations.

Starbird Mariculture Incorporated (Starbird Mariculture) has cultured shellfish on State Water Bottom Lease M-430-06 granted for purposes of aquaculture in Tomales Bay, from 2015 until 2025 under a sublease from the then-current lessee. With approval from the Commission, Starbird Mariculture took over assignment of the Lease on June 3, 2025 (see Exhibit 1 for current lease and the lease assignment [meeting materials from February 12-13, 2025](#) for more information).

Renewal

As required by the Lease, the lessor has submitted a request to renew their Lease (Exhibit 2) that expires March 7, 2027.

Today is an opportunity to ask questions of the lessor and review the request to renew the Lease.

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Compliance

The Department receives required reports and payments from leaseholders which are then made available to Commission staff for compliance review. Based on these materials, staff finds that Starbird Mariculture's full lease compliance is dependent on pending Commission staff work; lessors are required to establish financial surety, but Starbird Mariculture has been awaiting finalized agreement language. Staff anticipate the financial surety will be set before the end of the year. Starbird Mariculture is otherwise current on rent payments, aquaculture registration, and proof-of-use reporting. Staff does not have sufficient information at this time to assess compliance with other lease provisions, including requirements for insurance, non-discrimination, or other agency approvals; staff has requested the lessor show how those provisions have been met.

Starbird Mariculture's compliance has been mostly sufficient, including conducting and documenting its required cleanup activities; however, staff has received information from the Department detailing debris concerns that remained as of August 2026. Debris concerns were communicated to Starbird Mariculture, and additional steps to remove excess debris were recommended. The Department also alerted staff to a lack of appropriate boundary markings for the Lease; staff alerted the lessor to the concern and recommended repair of the marking infrastructure. Starbird Mariculture verbally committed to expediently removing debris and properly marking the Lease.

Proposed Rulemaking

In April 2026, the Commission directed staff to initiate updates to the standardized terms and conditions that apply to all aquaculture leases, as reflected in the current standard lease agreement template. The updates were intended to improve compliance accountability within standard lease terms, in preparation for multiple lease renewals in 2026 and 2027. However, during the effort to update the standard lease template, staff identified several elements that cannot be addressed solely through template revisions and, instead, require regulatory amendments to Title 14. For example, Section 15408 of the California Fish and Game Code requires that lease termination requirements and processes be established through regulation.

In general, new regulatory provisions can only be applied to leases at the time of renewal or issuance. With seven leases scheduled for renewal in late 2026 and 2027, timely action on regulatory amendments is needed to ensure updated terms and conditions can be applied consistently across lease renewals. Notable areas proposed for regulatory amendments include lease termination, lease duration, and the ability to hire CEQA consultants with cost reimbursement. Any lease renewals approved in the next two years will lack the changes pursued in the proposed rulemaking, for a minimum of 10 and up to 15 years.

To provide sufficient time to complete a rulemaking that, once effective, can be applied to long-term lease renewals, the Commission could grant short-term lease extensions of two years while a narrow-in-scope rulemaking is initiated and focused on formalizing key lease terms and conditions to improve clarity, transparency, and enforceability of state water bottom lease administration, and to support related needs such as CEQA contracting reimbursement. Staff is aware of the workload and cost burdens associated with lease extensions for Starbird

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Mariculture and other lessors, and is working with partner agencies to facilitate as smooth and least costly a process as possible.

Under Agenda Item 24B, this meeting, staff will request a rulemaking be referred to MRC for initial vetting in November 2026 and for discussion and recommendation in March 2027, to initiate critical regulatory amendments necessary for state water bottom leasing. Commission approval to advance the proposed rulemaking will affect staff's recommendation in December for the Starbird Mariculture Lease renewal request (two-year extension versus long-term renewal).

Significant Public Comments (N/A)**Recommendation (N/A)****Exhibits**

1. [State Water Bottom Lease M-430-06](#)
2. [Letter from Chris Starbird, Owner, Starbird Mariculture Incorporated](#), requesting Lease renewal, received January 28, 2026

Motion (N/A)

**Recording requested by and
when recorded mail to:**)
)
)
State of California)
Fish and Game Commission)
P.O. Box 944209)
Sacramento, CA 94244-2090)
Physical address for deliveries:)
715 P Street, 16th Floor)
Sacramento, CA 95814)
)

Space Above Line for Recorder's Use Only

**Amendment No. 1
To Lease Granting the Exclusive Privilege of Conducting
Aquaculture at State Water Bottom No. M-430-06,
Including Assignment and Assumption of Lease**

This amendment modifies the lease granting the exclusive privilege of conducting aquaculture at state water bottom number M-430-06 ("Lease"), including assignment and assumption of lease agreement. The amendment is made and entered into by and between Cove Mussel Co., LLC ("Assignor"), Starbird Mariculture Incorporated ("Assignee" and "Lessee"), and California Fish and Game Commission ("State") (collectively known as "the Parties"), with reference to the following:

Recitals

Whereas, California Fish and Game Code Section 15400 authorizes the State to lease to any person the exclusive privilege to conduct aquaculture in any designated state water bottom if it determines that such lease is in the public interest; and

Whereas, California Fish and Game Code Section 15412, and Title 14, California Code of Regulations, Section 237, subsection (c)(1), requires the approval of the State before any water bottom lease for aquaculture is modified, amended, transferred, assigned, or hypothecated; and

Whereas, on September 1, 1985, the State did enter into a Lease agreement for State Water Bottom M-430-06 which assigned said lease, located in the County of Marin at Tomales Bay, near Marconi Cove, from Morgan Oyster Company to Cove Mussel Co., LLC for the exclusive purpose of cultivating bay mussels and Pacific oysters; and

Whereas, Cove Mussel Co., LLC indicated an interest in renewing the lease consistent with California Fish and Game Code Section 15406 and exercised that option by requesting State consideration of the request in correspondence dated January 14, 2002; and

Whereas, the State determined that a lease renewal was in the best interest of the State of California at the March 8, 2002 meeting and approved the renewal through a new lease

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agreement with re-negotiated lease terms recommended by the California Department of Fish and Wildlife (formerly known as California Department of Fish and Game); and

Whereas, On February 4, 2015 a sublease to Starbird Mariculture Incorporated, constituting a one-acre portion of M-430-06, was approved by the State through the California Fish and Game Commission executive director, and designated state water bottom lease M-430-06A; and

Whereas, in correspondence dated October 8, 2020, Cove Mussel Co., LLC requested Commission approval to assign the entirety of lease M-430-06 to Starbird Mariculture Incorporated; and

Whereas, Cove Mussel Co., LLC, and Starbird Mariculture Incorporated are presently both registered aquaculturists authorized to grow marine life for profit in the waters of the State of California as provided in Section 15101 of the California Fish and Game Code; and

Whereas, the State did on February 13, 2025 approve the Assignor's request to assign said state water bottom to Assignee for the remainder of the Lease period under the same terms and conditions, with the exception of specific amended conditions; and

Whereas, the Commission, as a condition of its approval, requires assurance that the leased area will be kept free of marine debris and believes that additional monitoring and cleanup commitments are necessary for the remainder of the current lease term, the Commission deems it necessary to include, for this assignment (but not necessarily for any renewal term), additional marine debris monitoring and clean-up commitments; and

Whereas, the Commission, as a condition of its approval, requires that the Assignee provide to the State financial assurance sufficient to ensure that, upon termination or abandonment of this Lease, the Lease area is surrendered in a condition that is in accordance with Lease Section D, to the satisfaction of the State.

Now, Therefore, the Parties agree to this amendment as follows:

1. Assignor assigns and transfers to Assignee the Lease, together with all rights, interest in and to the lease and premises, subject to all the conditions and terms contained in the Lease, to have and to hold from approval date by the State, until the term of the Lease expires on **March 07, 2027. A copy of the Lease is attached hereto and made a part hereof by reference.** Assignor covenants that Assignor is the lawful and sole owner of the interest assigned hereunder; that this interest is free from all encumbrances; and that Assignor has performed all duties and obligations and made all payments required under the terms and conditions of the Lease.
2. Assignee agrees to assume and perform all duties and obligations required by the terms of the Lease and as amended in this amendment, and to pay all rent due after the effective date of this assignment. Assignee accepts and assumes all responsibility associated with the removal and cleanup of remnant aquaculture gear.

Assignee, upon the effective date of this assignment agreement, is hereinafter "Lessee" for purposes of the Lease.

3. **Section E** of the “additional terms, conditions, and covenants” of the Lease is replaced with the following language:

Lessee shall observe and comply with all rules and regulations now or hereinafter promulgated by any governmental agency having authority by law, including but not limited to State Water Resources Control Board, California Coastal Commission, California State Lands Commission, and U.S. Army Corps of Engineers. Lessee shall obtain and maintain all necessary registrations, permits and any other entitlements required by such agencies.

Lessee shall comply with all applicable federal, state and local laws, including laws relating to public health and safety, zoning, resource conservation and environmental protection including, but not limited to, the California Coastal Act, the Porter-Cologne Water Quality Act, and the California Environmental Quality Act.

Lessee shall comply with all applicable resource management and preservation mandates in the conduct of all activities that impact cultural, natural, or scenic resources. These mandates include, but are not limited to, those found in Public Resources Code sections 5024 and 5097 and the United States Secretary of the Interior's Guidelines for Historic Preservation. Lessee's operations under this Lease shall ensure that the State's goals of ensuring historical preservation and proper cultural, scenic and natural resource management are continually achieved in a manner consistent with applicable law.

4. **Section H** of the “additional terms, conditions, and covenants” of the Lease is replaced by the following language:

As proof of use, Lessee shall submit each year to the Aquaculture Program, California Department of Fish and Wildlife, P.O. Box 944209, Sacramento, CA 94244-2090 or aquaculturecoord@wildlife.ca.gov, a written declaration (Proof-of-Use Report) under penalty of perjury, showing the date, quantity of species and acreage in each planting, also including a diagram or map showing acres, amounts and dates planted. Such annual Proof-of-Use Reports shall be submitted on or before February 1 of each year for the previous year, January 1– December 31, inclusive.

5. **Section O** of the “additional terms, conditions, and covenants” of the Lease is replaced by the following language:

Notices to the parties to this Lease shall be made in writing and may be given by delivery in person, by mail service with postage prepaid, or by receipt-confirmed email to:

California Fish and Game Commission Executive Director P.O. Box 944209 Sacramento, CA 94244-2090 Telephone: 916-653-4899 Email: FGC@fgc.ca.gov	Starbird Mariculture Incorporated Chris Starbird, President PO Box 226 Tomales, CA 94971 Telephone: 415-517-5111 Email: ChrisStarbird@gmail.com
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Notices shall be deemed given upon delivery to the addressee. Any notice given by email shall also be given to the addressee by mail service, with postage prepaid. If a notice given by email is delivered to the addressee after 5:00 p.m. Pacific time, or on a Saturday, Sunday, or State of California or national holiday, the notice shall be deemed given on the next business day. Either party may change its address for notice purposes by giving written notice to the other party in the manner provided in this Section.

6. **Section S** is added to the “additional terms, conditions, and covenants” of the Lease with the following language:

Lessee shall do all of the following:

- 1) Conduct quarterly subtidal cleanup events of the lease area, including underwater surveys to document the presence and location of marine debris and subsequently clean up/recover the documented marine debris on the lease area;
- 2) Following a storm or severe weather event, as soon as safely and reasonably possible, conduct surveys, including dive operations, of all cultivation areas to assess for missing, loose, or damaged aquaculture equipment and gear, and subsequently clean up, recover, and/or repair any debris or gear;
- 3) Maintain records of all debris minimization, management, and recovery activities by date;
- 4) Submit an annual report to the California Department of Fish and Wildlife Aquaculture Program, as described in amended Section H, describing the results of the quarterly cleanup events and all marine debris reduction, survey, cleanup, and management activities undertaken on the lease area in compliance with this section of the agreement; which shall cover the same time period as, and shall be submitted with, the annual Proof-of-Use Report described in amended Section H of this agreement; and
- 5) Submit a copy of the required annual Coastal Development Permit report to the California Department of Fish and Wildlife Aquaculture Program, described in amended Section H of this agreement, to demonstrate compliance with any California Coastal Commission Coastal Development Permit special condition related to marine debris reduction and management. Lessee may consolidate the annual marine debris reports specified in parts 4 and 5 of this Section to satisfy these lease reporting requirements, provided the combined report contains all information required by these lease terms.

7. **Section T** is added to the “additional terms, conditions, and covenants” of the Lease with the following language:

Site Clean-up. Tenant shall provide to the State financial assurance sufficient to ensure that, upon termination or abandonment of this Lease, the Lease area is surrendered in a condition that is in accordance with Section D, to the satisfaction of the State.

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The financial assurance amount shall be calculated based on an analysis of the physical activities and materials necessary to surrender the site in the required condition; the unit costs or costs for third party contracting, for each of the identified activities as applicable; the number of units of these activities; and a contingency amount not to exceed ten percent (10%) of the costs of the activities.

Financial assurances may take the form of surety bonds executed by an admitted surety insurer, as defined in subdivision (a) of Section 995.120 of the Code of Civil Procedure, irrevocable letters of credit, trust funds, or other forms of financial assurances specified by the State which it reasonably determines to be adequate to perform restoration of the site. Personal surety bonds cannot provide financial assurance under this requirement. The financial assurance shall be payable to the State and shall remain in effect throughout the duration of the tenancy under the Lease, and until the State accepts surrender of the Lease area or until replaced by an equivalent financial assurance.

The financial assurance shall be applied by the State to place the Lease area in the condition required for surrender under Section D, whenever the Tenant fails or refuses to accomplish such activities, and to reimburse the State for all its costs of achieving that condition of the Lease area. Any assets remaining from the financial assurance after all costs to the State, including administrative costs to secure the funds, have been reimbursed therefrom, shall be returned to the Tenant.

Except as herein amended, all other terms of the Lease remain unchanged and in full force and effect. This amendment and the Lease as amended supersede all previous agreements among the Parties.

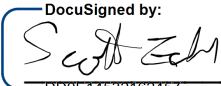
This amendment shall become effective upon execution by all Parties.

Each signatory attests he or she is duly authorized to execute this Lease on behalf of the principal each signatory represents.

By signing below, Assignee/Lessee confirms that it is currently qualified to do business in the State of California, as defined in California Revenue and Taxation Code Section 23101, in order to ensure that all obligations to the State are fulfilled. Corporations must be in good standing with the State of California in order to be qualified to do business in California.

Assignor:

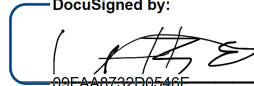
Cove Mussel Co., LLC

By: 
DD0E14532162457...
Scott Zahl
Owner

Date: 4/22/2025

Assignee/Lessee:

Starbird Mariculture Incorporated

By: 
09FAA8732B0540E...
Chris Starbird
President

Date: 5/30/2025

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State of California

Fish and Game Commission

By: 
74DED00ABE5A488...
Melissa Miller-Henson
Executive Director

Date: 6/3/2025

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RENEWAL OF LEASE

Made this eighth day of March, 2002 at San Diego, California by and between the State of California, acting by and through its Department of Fish and Game, hereinafter referred to as "Lessor" and Cove Mussel Company, hereinafter referred to as "Lessee."

WITNESSETH:

WHEREAS, Lessee indicated an interest in renewing a prior lease agreement and exercised that option by requesting Fish and Game Commission consideration of the request in correspondence dated January 14, 2002, and

WHEREAS, Lessee is presently a registered aquaculturist authorized to grow marine life for profit in the waters of the State of California as provided in Section 15101 of the Fish and Game Code, and

WHEREAS, Lessee expressed support for the Lessor's recommended approval of the requested lease renewal for a 25-year period at an initial lease rate of twenty-three dollars (\$23) per acre, subject to adjustment considering changes in the Consumer Price Index and current lease rates no more often than every ten years, at the Fish and Game Commission's discretion, and

WHEREAS, the Fish and Game Commission determined that a lease renewal was in the best interest of the State of California at the March 8, 2002 meeting in San Diego, California and approved the renewal based on the renegotiated lease terms recommended by the Department of Fish and Game.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That, in consideration of payment of the monies hereinafter stated in accordance with the renegotiated terms recommended by the Lessor and accepted at a duly called and noticed hearing of the Fish and Game Commission of the State of California, pursuant to law and in consideration of the covenants contained herein on the part of the Lessee, Lessor does hereby grant to Lessee the exclusive privilege to cultivate approved shellfish hereon and in those certain waters of the State of California described as follows, to wit:

All that certain real property situated in the County of Marin, State of California, described as follows:

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Beginning at a point which is located South 85°29' East 6,540.00 feet from a 1" Iron Pipe Monument marked NPS 2-F-3 at the southerly terminus of that certain course shown as South 33°18'25" East 616.12 feet on Sheet 2 of 9 sheets of that certain map entitled, "Point Reyes National Seashore", which map was filed in Book 3 of Official Surveys at Page 56 in the Office of the County Recorder of Marin County, California, and said 1" Iron Pipe having California Zone 3 Coordinates North 606,084.87, and East 1,310,543.53; thence from said point of beginning North 86°04' East 660.00 feet; thence South 3°56' East 660.00 feet; thence South 86°04' West 660.00 feet; thence 3°56' West 660.00 feet to the true point of beginning.

This parcel of water bottoms, containing ten (10) ± acres more or less, comprises aquaculture lease M-430-06.

This lease, in accordance with provisions of Section 15400 of the Fish and Game Code, as may from time to time be amended or changed by the State Legislature, is for the sole purpose of cultivating Pacific oyster (*Crassostrea gigas*), European flat oyster (*Ostrea edulis*), and bay mussels (*Mytilus edulis*) in the previously designated area. The cultivation of additional species of aquatic plants or animals must have approval of the Fish and Game Commission. Seed stock must be certified before planting in compliance with Section 15201 of the Fish and Game Code, and must be planted by Lessee in a manner and at a size approved by the Lessor to assure that harvested animals are a product of the lease. A request for certification of planting stock will be submitted by Lessee to the Lessor at least ten (10) days prior to the proposed date of inspection.

All oyster cultivation on the lease shall be confined to racks, trays, buoyed longlines, and rafts within the area approved by the Commission. No other mode of operation or culture method is authorized unless Lessee shall first obtain approval thereof from the Fish and Game Commission.

The notice of intent to plant shellfish on the lease shall be given to the Department of Fish and Game's, Marine Region Aquaculture Coordinator, P.O. Box 1560, Bodega Bay, California 94923, telephone (707) 875-4261, or at such other place as Lessor may from time to time designate. In addition to the required ten (10) day notice, at least a 24-hour notice shall be given to the aquaculture coordinator or their designee, giving the details on where the shellfish seed can be inspected.

In accordance with actions taken by the Fish and Game Commission of the State of California, pursuant to Fish and Game Code Section 15400, Lessor does hereby renew said lease for such consideration, specific purposes and subject to covenants,

terms, conditions, reservation, restrictions and limitation as are set forth herein.

This lease renewal is authorized for a term of twenty-five (25) years commencing on the 8th day of March, 2002, and ending on the 7th day of March, 2027, for the total rental of two hundred seventy-six dollars (\$276) per year, and a privilege tax on all products harvested as provided by Fish and Game Code Sections 8051, 18406.5, and 15406.7. Beginning January 1, 2002, said annual rental fee will be payable to Lessor on a calendar year basis, January 1 – December 31. If said annual rental fee is not paid within sixty (60) days after the close of the month in which it is due, an additional 10 percent penalty shall be paid. Lessor, at its option, may declare the lease abandoned for failure to pay such rental fees within 90 days from the beginning of the rental period; although such abandonment shall not relieve Lessee of its obligation to pay such rental and penalty which are due and owing. Lessee agrees to pay Lessor reasonable attorney fees and costs incurred in collecting any amounts and/or penalties due and owing from Lessee under the provisions of this lease. Lessee agrees to pay said fee(s) to Lessor at its office in the City of Sacramento, State of California, or at such other place as Lessor may, from time to time, designate.

Lessee expressly recognizes and acknowledges that any payments by Lessee as provided for herein are subject to the provisions of Section 15410 of the Fish and Game Code which states "All leases shall be subject to the power of the Legislature to increase or decrease the rents, fees, taxes, and other charges relating to the lease, but no increase in rent shall be applicable to an existing lease until it is renewed."

This lease is made upon the following additional terms, conditions, and covenants, to wit:

- A. This lease may, at the option of Lessee, be renewed for additional periods not to exceed 25 years each. If the Lessee desires to enter into a new lease for a period commencing after expiration of the initial 25-year term, Lessee shall give notice to Lessor one (1) year prior to termination of the lease. The lease may be renewed if, during the notification period, terms for a new lease are agreed upon by Lessee and the Commission. Lessor retains the right to renegotiate terms of the lease, including annual rental rates, subject to adjustment considering changes in the Consumer Price Index and current lease rates, at the Fish and Game Commission's discretion, no more often than every ten (10) years during the current renewal period.
- B. Lessee shall keep records as required in accordance with Fish and Game Code Section 15414 on forms to be supplied by Lessor, and shall maintain adequate accounting records sufficient to determine monies due to Lessor by the 10th day of each month for all shellfish harvested during the preceding calendar month. Lessor reserves the right to inspect Lessee's premises, equipment and all books

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at any time, and Lessee's records pertaining to its cultivation on the leased premises.

- C. The lease shall be improved at no less than the minimum rate established by Commission regulations (Section 237(i)(A) - (C), Title 14, CCR). A minimum rate of planting shall be negotiated for option periods. Lessor may declare this lease terminated if Lessee fails to meet these requirements, and if Lessee, at any time, is proven to be failing in good faith, to pursue the purpose of this lease.
- D. If, at any time subsequent to the beginning date of this lease the use of trays, racks, buoyed longlines, or rafts authorized herein shall fall into a state of disrepair or otherwise become an environmental or aesthetic degradation, as determine by Lessor, then upon written notice by Lessor, Lessee shall have sixty (60) days to repair and correct conditions cited by Lessor. Failure to comply with the written notice shall be ground for termination of this lease and Lessee shall, at the option of Lessor, remove all improvements located on lands covered by this lease. All such improvements to be removed shall be salvaged and removed by Lessee at Lessee's sole expense and risk within ninety (90) days after the expiration, or sooner termination of this lease. If Lessee fails to remove such improvements or portion thereof designated by Lessor, and restore the lease land as hereinafter provided, within ninety (90) days after the expiration date or sooner termination of the lease or notice by Lessor, Lessor may remove or have removed all of the improvements and charge the expense of such removal to Lessee. In making such removals, Lessee shall restore said leased land as nearly as possible to the condition existing prior to erection or placement of the improvements thereupon.
- E. Lessee shall observe and comply with all rules and regulations now or hereinafter promulgated by any governmental agency having authority by law, including but not limited to State Water Resource Control Board, State Coastal Commission, State Lands Commission, and U.S. Army Corps of Engineers. Any other permits or licenses required by such agencies will be obtained by Lessee at his own sole cost and expense.
- F. Lessee recognizes and understands in accepting this lease that his interest therein may be subject to a possible possessory interest tax that the county may impose on such interest, and that such tax payment shall not reduce any rent or royalty due the Lessor hereunder and any such tax shall be the liability of and be paid by Lessee.
- G. Any modification of natural or existing features of the real property described in this lease, which are not consistent with the authorized uses under this lease are expressly prohibited without prior written consent of the Lessor.

- AMENDED**
- H. As evidence of progress in aquaculture, Lessee shall submit each year to the State at the Marine Region office, P.O. Box 1560, Bodega Bay, California 94923, a written declaration under penalty of perjury, showing the date and amount of each type of aquaculture development and date and amount of designated species comprising each planting, including a diagram (map) showing area, amounts, and dates planted. Such annual proof-of-use shall be submitted on or before February 1 of each year for the previous year, January 1 -- December 31, inclusive.
- I. This lease shall be canceled at any time Lessee fails to possess a valid aquaculture registration issued pursuant to Section 15101 of the Fish and Game Code. Lessee agrees not to commit, suffer, or permit any waste on said premises or any act to be done thereon in violation of any laws or ordinances. This lease shall be subject to termination by Lessee at any time during the term hereof, by giving Lessor notice in writing at least ninety (90) days prior to the date when such termination shall become effective. In the event of such termination by Lessee, any unearned rental shall be forfeited to the Lessor.
- J. This lease of State water bottoms only grants Lessee the exclusive right to cultivate marine life as described in the lease. The lease does not imply that any guarantee is given that shellfish may be grown or harvested for human consumption. The Lessor only has the statutory authority to enter into aquaculture leases (Fish and Game Code Section 15400 et. seq.). The California Department of Health Services has the authority (Health and Safety Code Section 28500 et. seq.) to certify and regulate sanitary procedures followed in the harvesting, handling, processing, storage, and distribution of bivalve mollusk shellfish intended for human consumption.
- K. In addition to the conditions and restrictions herein provided for in this lease, and any right or privilege granted, conveyed or leased hereunder, shall be subject to, and Lessee agrees to comply with all applicable provisions of the California Fish and Game Code, and regulation of the Fish and Game Commission, in particular Sections 15400 - 15415, inclusive, of the Fish and Game Code, and expressly recognizes the right of the Legislature and the Fish and Game Commission to enact new laws and regulations. In the event of any conflict between the provisions of this lease and any law or regulation, the latter will control. This lease shall be deemed amended automatically upon the effective date of such conflicting law or regulation.
- L. This lease is personal to the Lessee and shall not be transferred, assigned, hypothecated or subleased, either voluntarily or by operation of law, without prior approval of the Fish and Game Commission.

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- M. The waiver by the Lessor of any default or breach of any term, covenant or condition shall not constitute a waiver of any other default or breach, whether of the same or any other term, covenant or condition, regardless of the Lessor's knowledge of such other defaults or breaches. The subsequent acceptance of monies hereunder by the Lessor shall not constitute a waiver of any preceding default or breach of any term, covenant or condition, other than the failure of the Lessee to pay the particular monies so accepted, regardless of the Lessor's knowledge of such preceding default or breach at the time of acceptance of such monies, nor shall acceptance of monies after termination constitute a reinstatement, extension or renewal of the agreement or revocation of any notice or other act by the Lessor. In the event of any breach by Lessee of any of the provisions hereof, other than the payment of any sum due from Lessee to Lessor hereunder, which breach is not remedied, abated and cured by Lessee within sixty (60) days after notice in writing, shall cause this lease to thereupon cease and terminate.
- N. Lessee shall not assign or transfer this agreement without prior written approval. Such written approval of the assignment or transfer of lease shall be subject to any and all conditions required by the Fish and Game Commission including, without limitation by reason of the specifications herein, the altering, changing or amending of this agreement as deemed by the Commission to be in the best interest of the State.
- O. All notices herein provided to be given or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Mail, certified and postage prepaid and addressed as follows:

To the Lessor

DEPARTMENT OF FISH AND GAME
1416 Ninth Street
Sacramento, CA 95814

To the Lessee

MR. SCOTT ZAHL
COVE MUSSEL COMPNAY
P.O. Box 745
Marshall, CA 94940

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice given by such party to the other, as hereinbefore provided.

Number M-430-06

- P. Lessee hereby indemnifies and holds harmless the Lessor, its officers, agents and employees against any and all claims and demands of every kind and nature whatsoever arising out of or in any way connected with the use by the Lessee of said lease or the exercise of the privilege granted herein.
- Q. The terms, provisions, and conditions hereof shall be binding upon and inure to the benefit of the parties and the successors, and assigns of the parties hereto.
- R. The attached Nondiscrimination Clause (OCP-1) Is hereby made a part of this agreement.

IN WITNESS THEREOF, the parties hereto have caused this lease to be duly executed as of the day and year first above written.

APPROVED:

FISH AND GAME COMMISSION

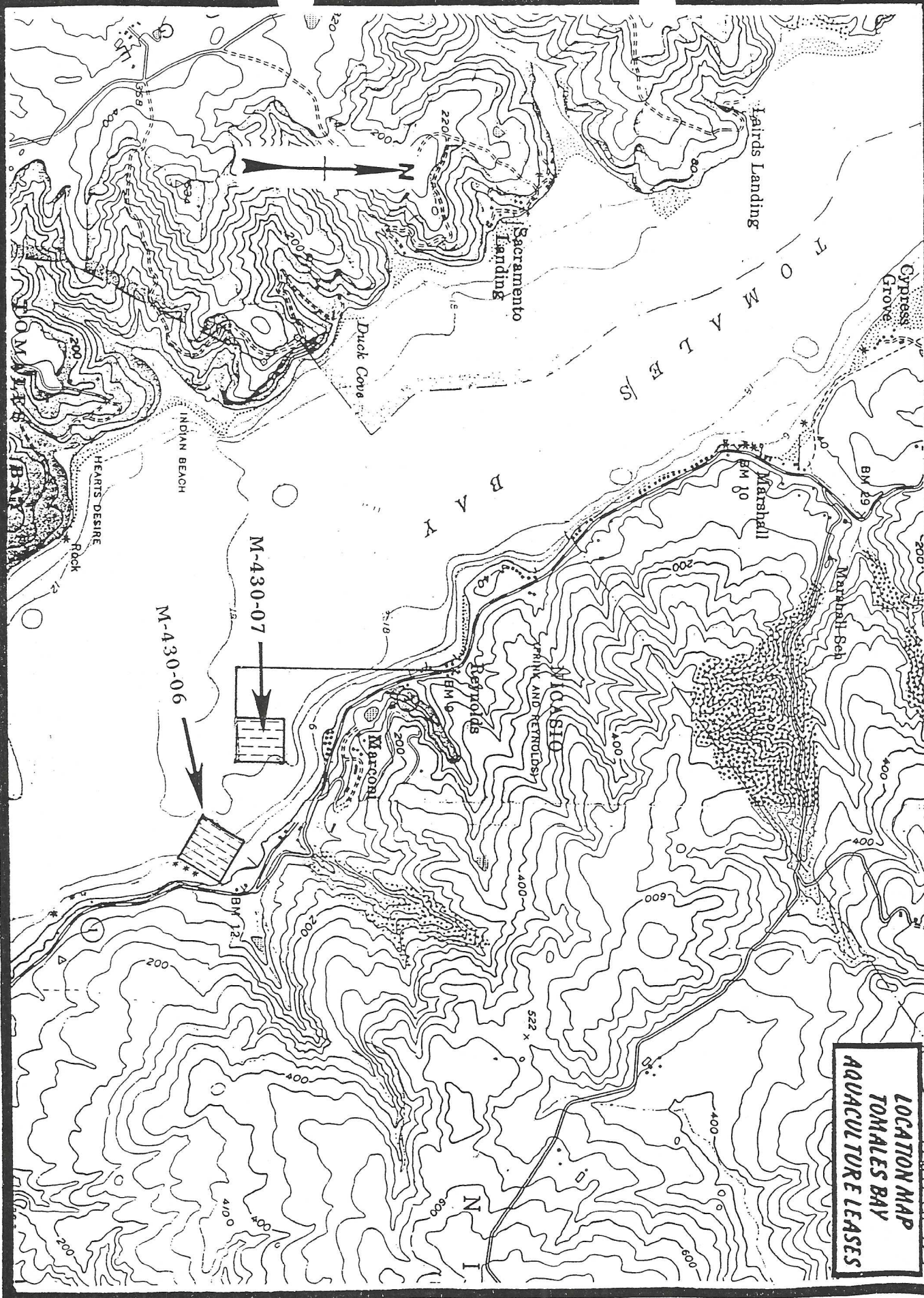
By: Robert A. Treanor

**STATE OF CALIFORNIA
DEPARTMENT OF FISH AND GAME**

By: Brenda K. Duncan
Lessor for

COVE MUSSEL COMPANY

By: Scott Zahl
Lessee



ADDENDUM TO
AQUACULTURE LEASE
BETWEEN
DEPARTMENT OF FISH AND GAME, LESSOR
AND

COVE MUSSEL COMPANY

NONDISCRIMINATION CLAUSE

(OCP - 1)

1. During the performance of this contract, contractor* and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

* All references to "contractor" shall be deemed to be Lessee.

January 28, 2026

Chris Starbird
Starbird Mariculture
PO Box 226
Tomaes, CA 94971



To: CA Fish and Game Commission
P.O. Box 944209
Sacramento, CA 95814

RE: Renewal request/State Aquaculture Lease M430-06

To Whom it Concerns;

I would like to request renewal of lease M430-06 which will expire in March 7, 2027.

Sincerely,

Chris Starbird, owner