

~~(H) IN THE CHESAPEAKE BAY AND ITS TRIBUTARIES; AND~~

~~(H) IF, ON JUNE 1, 2007, THE AREA WAS OR HAD PREVIOUSLY BEEN CONSIDERED A LEASED OYSTER BOTTOM.~~

~~(4) (1) If a person applies to the Department for a lease of submerged land for oyster RESTORATION OR cultivation, the Department shall determine if the submerged land is a productive natural clam bar.~~

~~(2) Notwithstanding any other provision of this subtitle, if the Department determines that the submerged land is a productive natural clam bar, the Department may not lease the submerged land for purposes of oyster RESTORATION OR cultivation.~~

~~4-11A-07.~~

~~(a) Except as provided in subsection (c)(2) of this section the term of leases for submerged lands shall be 20 years at an annual rent the Department deems proper and commensurate with the value of the leased land.~~

~~(b) If the Department ascertains that any leased area is affected by environmental factors which destroy or seriously impede the culture and growth of oysters and threaten the potential of the area for continued oyster production, it may reduce or abate the annual rent by an amount and for a period the Department deems equitable and reasonable in view of the degree of damage.~~

~~(c) (1) In this subsection, "utilize" [includes] INCLUDES:~~

~~(I) FOR CULTIVATING OYSTERS OR CLAMS, the planting or harvesting of not less than 25 bushels of oysters or 25 bags of clams per lease during 1 year of each 3-year period; AND~~

~~(II) FOR RESTORING OYSTERS, THE PLANTING OF NOT LESS THAN 250,000 CULTURED OYSTERS ON SUITABLE GROUND OR SUBSTRATE IN AN AREA THAT IS ECOLOGICALLY SUITABLE FOR OYSTER GROWTH.~~

~~(2) If any part of the rent required by a lease remains unpaid for more than 60 days after it becomes due, the Department may declare the lease null and void in accordance with subsection (c) of this section and the land shall revert to the State and may be leased again. The Department may cancel any lease, either in whole or in part, and may diminish or cancel the annual rental to an extent commensurate with the area remaining under lease on the written request of the lessee.~~