



UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
OUTER BANKS GROUP

Fort Raleigh National Historic Site

Wright Brothers National Memorial

IN REPLY REFER TO:

Cape Hatteras National Seashore
1401 National Park Drive
Manteo, NC 27954
252-473-2111

L30 (SUP) (CAHA)

8/16/2011

Ms. Elizabeth A. Smyre
NC Department of Transportation, PD & EA Branch
1548 Mail Service Center
Raleigh, NC 27699-1548

Dear Ms. Smyre:

Enclosed is a Special Use Permit GOV11-CAHA-2500-229 for the purpose of conducting Bathymetric Survey in Oregon Inlet, Cape Hatteras National Seashore.

Please review and adhere to all of the conditions of the permit. After reviewing the conditions, sign both copies of the permit. Retain the PERMITTEE copy for your records. For the permit to be valid, return the signed PARK copy for our files.

If we can be of further service, please contact Special Park Uses Coordinator Steve Thompson, (252) 473-2111 ext. 121.

Sincerely,

Darrell L. Echols
Deputy Superintendent

Enclosures

UNITED STATES DEPARTMENT OF THE INTERIOR

National Park Service

Outer Banks Group

Special Use Permit



Name	Elizabeth A. Smyre
Organization	NC Department of Transpiration, PD & EA Branch
Address	Raleigh, NC
Telephone No.	(919) 707-6043

Park Alpha Code: CAHA
 Type of Use: Use of Specified Area
 Permit No.: GOV11 2500 229

is hereby authorized to use the following described land or facilities in the above named area:

Oregon Inlet and its environs including the Oregon Inlet Fishing Center Boat Basin, but not for overnight use without consent of the Oregon Inlet Fishing Center

The permit begins at 8:00:00 AM on 8/16/2011

The permit expires at 5:00:00 PM on 9/15/2011

SUMMARY OF PERMITTED ACTIVITY: (See attached sheets for additional information and conditions)
conducting Bathymetric Survey in Oregon Inlet, Cape Hatteras National Seashore.

Person on-site responsible for adherence to the terms and conditions of the permit:

Elizabeth A. Smyre, (919) 707-6043

Authorizing legislation or other authority: 36 CFR: Chapter 1, Part 1.6 & 2.50.

NEPA Compliance:	Categorically Excluded <input checked="" type="checkbox"/>	EA/FONSI <input type="checkbox"/>	EIS <input type="checkbox"/>	PEPC#:	Other <input type="checkbox"/>
APPLICATION FEE:	Received <input type="checkbox"/>	Not Received <input type="checkbox"/>	Amount	\$0.00	
PERFORMANCE BOND:	Required <input type="checkbox"/>	Not Required <input checked="" type="checkbox"/>	Amount	\$0.00	
LIABILITY INSURANCE:	Required <input checked="" type="checkbox"/>	Not Required <input type="checkbox"/>	Amount	\$1,000,000.00	
COST RECOVERY:	Required <input type="checkbox"/>	Not Required <input type="checkbox"/>	Amount	\$0.00	
FACILITY USE FEE:	Required <input type="checkbox"/>	Not Required <input type="checkbox"/>	Amount	\$0.00	
LOCATION FEE:	Required <input type="checkbox"/>	Not Required <input type="checkbox"/>	Amount	\$0.00	

ISSUANCE of this permit is subject to the attached conditions. The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied.

PERMITTEE E. L. Fude for Gregory J. Therpe, PhD 8.23.11
 Signature Title Date

Authorizing NPS Official Daniel E. Eds 8/16/11
 Signature Deputy Superintendent Date

PERMITTEE

CONDITIONS OF THIS PERMIT

1. The permittee (herein defined to include its employees, agents, contractors and subcontractors) is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation: [36 CFR 2.32(a)(3)].
2. The permittee shall exercise this privilege subject to the supervision of the Superintendent or designee, and shall comply with all applicable Federal, State, county and municipal laws, ordinances, regulations, codes, and the terms and conditions of this permit. Failure to do so may result in the immediate suspension of the permitted activity or the termination of the permit.
3. If any provision of this permit shall be found to be invalid or unenforceable, the remainder of this permit shall not be affected and the other provisions of this permit shall be valid and be enforced to the fullest extent permitted by law.
4. The permittee and permittee/invitees are responsible for contacting all Federal, State and local agencies to secure required inspections, permits, licenses and authorization before proceeding under this permit. Permittee will provide copies of all such documents upon the request of the Superintendent or his designee.
5. Failure to comply with any of the terms and conditions of this permit may result in the immediate suspension or revocation of the permit. All costs associated with clean up or damage repairs in conjunction with a terminated permit will be the responsibility of the permittee.
6. This permit may be revoked at the discretion of the Superintendent upon 24 hours notice, or without notice if damage to resources or facilities occurs or is threatened, notwithstanding any other term or condition of the permit to the contrary.
7. This agreement is made upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the permittee, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by the permittee in connection herewith, and the permittee hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
8. Permittee agrees to carry general liability insurance, or if the permittee is a governmental agency, agrees to require its contractors, subcontractors and agents to carry general liability insurance against claims occasioned by the action or omissions of the permittee, its contractors, subcontractors, agents and employees in carrying out the activities and operations authorized by this permit. The policy shall be in the amount(s) as specified on page 1 of this permit and underwritten by a United States company naming the United States of America as additionally insured. The permittee agrees to provide the Superintendent with a Certificate of Insurance with the proper endorsements prior to the commencement of an activity under this permit.
9. Permittee agrees to deposit with the park a bond in the amount as specified on page 1 of this permit from an authorized bonding company or in the form of cash or cash equivalent, to guarantee that all financial obligations to the park will be met, including the restoration and rehabilitation of the permitted area.
10. Costs incurred by the park as a result of accepting and processing the application and managing and monitoring the permitted activity will be reimbursed by the permittee. Administrative costs and estimated costs for activities on site must be paid when the permit is approved. If any additional costs are incurred by the park, the permittee will be billed at the conclusion of the permit. Should the estimated costs paid exceed the actual costs incurred; the difference will be returned to the permittee.
11. The person named on the permit as in charge of the permitted activity on-site must have full authority to make any decisions about the activity and must remain on-site at all times. He/she shall be responsible for all individuals, groups, vendors, contractors and subcontractors involved with the permit.
12. As a condition of acceptance of this permit by the permittee and pursuant to 41 U.S. C. 22, "No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon."
13. Nothing herein contained shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this Agreement for the fiscal year, or to involve the Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
14. This permit may not be transferred or assigned without the prior written consent of the Superintendent.
15. The Special Park Uses Coordinator is the park's representative prior to the permitted activity and can be reached at (252) 473-2111, ext. 121. The District Rangers or their designees are parks representative during the permitted activity. They may be reached as follows: District Ranger for Bodie Island (252) 441-7425; District Ranger for Hatteras Island (252) 995-5041; District Ranger for Ocracoke Island (252) 928-5111. The permittee must immediately notify the District Ranger in the event of any accident or emergency.

DIAL 911 FOR ALL EMERGENCIES.

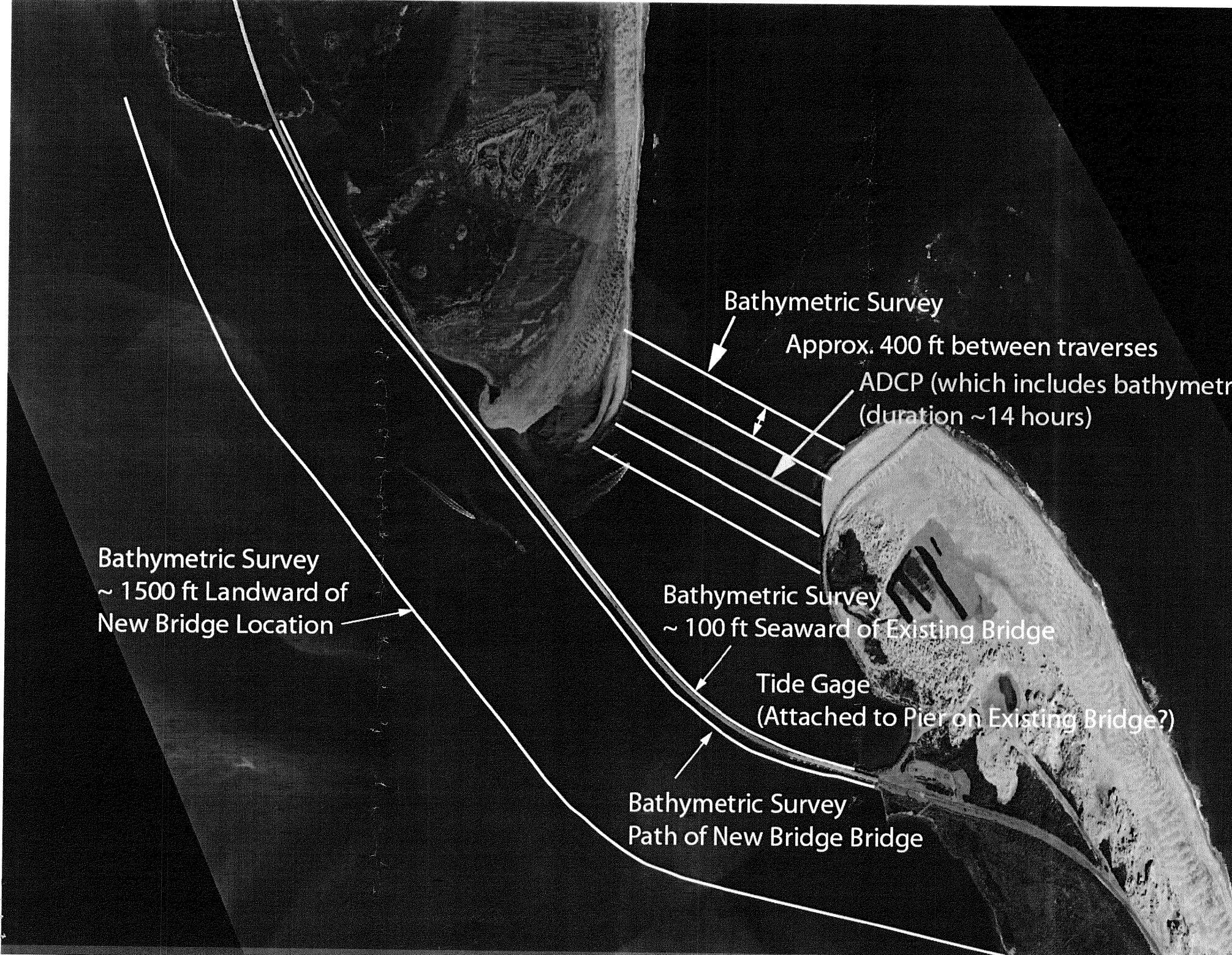
16. This permit does not authorize exclusive use of any public lands. The permittee shall insure that the rights of the general public visiting the park are not infringed by the permitted activity. All activities must take place in area's open to the public. Vehicle ramps, beach accesses and park areas are closed from time to time without prior announcement. The permittee must comply with all such closures regardless of the terms and conditions of this permit. The permittee will exercise particular care to avoid disturbing wildlife and/or vegetation. All visitors to the park should refrain from entering undisturbed dune areas. The permitted area must be left in substantially the same condition as it was prior to the activity

authorized hereunder. The permittee must properly dispose of all refuse generated by the permitted activity. Clean up to the satisfaction of the park is the responsibility of the permittee. The permittee shall be liable for any damages to park property or resources incurred under this permit, including the cost of cleanup and/or repairs. Permittee and invitees must park within designated parking areas and may not interfere with or impede routine traffic or use of park resources in any manner. This permit does not authorize the permittee to advertise, solicit business, collect any fee, or sell any goods or services on lands owned or controlled by the park. No advertising, signs or banners are allowed in the park. This permit is not valid until the PARK copy is signed by the permittee and returned to the park.

17. STATE GOVERNMENT Permittee must steam or power wash exterior and underside of all previously used vehicles brought in the park for the first time by the permittee for this project. Washing shall occur outside the Park and is required to prevent the introduction of non-indigenous species. Any permitted activities shall be suspended immediately should any unidentified archeological or other cultural resource be encountered with the park. The park's Resource Specialist is at (252) 473-2111, ext.153 and must be notified immediately. The permittee will ensure that no vehicle fuel, oil or other fluids escape from its vehicles on park land. Permittee is responsible for any containment and cleanup required to return the site to original condition. The permittee shall comply with all State of North Carolina Department of Environmental Quality and National Park Service rules and regulations including, but not limited to the handling and storage of fuel, oil and hazardous substances. The District Ranger must be notified of any leaks or spills. The permittee will assist the park as may be directed in fire suppression in the event permittee's activities cause a wildfire event. All vehicles and equipment utilized must enter and exit the site via designated access roads only. Vehicles must not interfere with or impede routine visitor traffic or use of resources in any manner. The permittee will provide adequate security during the permitted activity to insure public safety and resource protection. This includes preventing unauthorized operation of any equipment. There will be no disturbance of existing dunes outside of the defined work area. All fill material placed on beaches will be sand that is similar to that of the native beach in both coloration and grain size distribution. Work at night is not allowed under this permit. Permittee will closely coordinate with the park on construction and resource monitoring and protection throughout the construction period but especially after April 1 of any year, due to concerns about impacts to threatened and endangered species and other nesting wildlife such as terns, skimmers and American oystercatchers. No construction activity may occur within 500 feet of any turtle or bird nest. If assistance is required in locating the nests, contact Park Staff for an onsite meeting. All work will be done in accordance with the approved guidelines established by the National Park Service and the Division of Coastal Management. Consultation with the National Park Service and the Division of Coastal Management will be undertaken as appropriate during the project. The State of North Carolina will indemnify, save, and hold harmless and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of or from any omission or activity of the permittee, or its employees to the extent allowable under state law.

18. BATHYMETRIC SURVEY Permittee will coordinate its activities its daytime and nighttime activities with USACE, USCG Oregon Inlet Station, Oregon Inlet Fishing Center and Oregon Inlet & Water Ways Commission during this project. No equipment of personnel may touch down on the Bodie Island Spit. Docking at the Oregon inlet Marina requires the permission of the Marina. No storage of equipment or supplies permitted on Park or Marina land.

This permit may be revoked at the discretion of the Superintendent without compensation to the permittee or liability to the United States



Bathymetric Survey

Approx. 400 ft between traverses

ADCP (which includes bathymetry)
(duration ~14 hours)

Bathymetric Survey
~ 1500 ft Landward of
New Bridge Location

Bathymetric Survey
~ 100 ft Seaward of Existing Bridge

Tide Gage
(Attached to Pier on Existing Bridge?)

Bathymetric Survey
Path of New Bridge Bridge

Rivenbark, Chris

From: Darrell_Echols@nps.gov
Sent: Monday, August 22, 2011 9:31 AM
To: Rivenbark, Chris; Turchy, Michael A
Cc: Steve_D_Thompson@nps.gov; Thayer_Broili@nps.gov
Subject: RE: B-2500 Bathymetric Survey of Oregon Inlet

Mr. Turchy,

Thank you for your questions regarding the permit we issued for the Bonner Bridge bathymetric survey. While I don't have access to the original permit, please attach this email to the permit, which will serve as a permit amendment.

Darrell

Darrell L. Echols
Deputy Superintendent

National Park Service
Outer Banks Group
Cape Hatteras National Seashore/Wright Brothers National Memorial/Fort Raleigh National Historic Site
1401 National Park Drive
Manteo, NC 27954

Phone: (252) 473-2111, x151
Fax: (252) 473-2595

E-mail: Darrell_Echols@nps.gov
Webpage: <http://www.nps.gov/>

Thayer
Broili/CAHA/NPS

To
08/22/2011 08:40 AM "Turchy, Michael A"
<maturchy@ncdot.gov>
cc
"Rivenbark, Chris"
<crivenbark@ncdot.gov>, Darrell
Echols/CAHA/NPS@NPS, Steve D
Thompson/CAHA/NPS@NPS
Subject
RE: B-2500 Bathymetric Survey of
Oregon Inlet(Document link: Darrell
Echols)

I'm not specifically authorized to modify permit conditions, but since Steve is out, I'll take this up with Darrell Echols, Deputy Superintendent, and one of us will get back to you ASAP.

Thayer Broili
Chief of Resource Management
Cape Hatteras National Seashore
Phone 252-473-2111 ext.137
Fax 252-473-2595

"Turchy, Michael
A"
<maturchy@ncdot.gov> To
"thayer_broili@nps.gov"
<thayer_broili@nps.gov>
08/19/2011 03:35 cc
PM "Rivenbark, Chris"
<crivenbark@ncdot.gov>
Subject
RE: B-2500 Bathymetric Survey of
Oregon Inlet

Hi Thayer,

I sent the following email to Steve on Wednesday, and called to follow up today. His voicemail noted that he will be out until the 29th, so I wanted to run the following concerns by you before we sign the Special Use Permit for the bathymetric surveys. Please feel free to let me know if you have any questions.

Thanks!

Hi Steve,

First, thanks so much for the rapid turnaround on this application and permit. It is certainly appreciated.

When I passed the conditions to the firm to ensure they could commit to all of the special conditions, they had a few questions that I wanted to run by you.

1. In order to better comply with condition number 11, it may be best to use Tim Cawood or Martin Taylor as the main contact/ name on the permit.

One of these two will be on-site (captaining the boat) at all times during the surveying activities. We are fine with leaving Beth Smyre's name if you would prefer that, but Beth will not be on-site during the activity.

The permittee will remain Beth Smyre; however, we recognize that Mr.'s Cawood or Taylor will be on-site.

2. Due to the fluctuations in available windows to do this work (it is all based on spring tides, winds, and general weather factors - the next really good window is probably around Aug. 29), can the expiration date of the permit be extended to October 15 just in case they run into bad weather?

The permit has been extended to October 15.

3. Condition number 18's last sentence indicates, "No storage of equipment or supplies permitted on Park or Marina land." The team had planned to leave 1-3 vehicles and a boat trailer at the parking lot during the day (no more than 4 at any time). Is this acceptable, or is it considered a violation of condition 18? The property adjacent to the boat basin at the Oregon Inlet Fishing Center is assigned to the Center as part of their concession contract with the NPS. Boats, trailers, and vehicles associated with this project cannot be parked within the parking lots on the southside of the Marina, on the north side of the marina between the marina and the Center buildings, or in the parking area associated with the large propeller display. You can park your vehicles and boat trailer at the east end of the parking lot associated with the public boat ramp.

4. Condition number 17 indicates, "Work at night is not allowed under this permit." But Condition number 18 indicates, "Permittee will coordinate its activities its daytime and nighttime activities with..."

The team indicates that there could be a day or two where the operation will be pushing dawn to dusk to get the current profiling done, and they may be in the parking lot before/after daylight a little bit (not overnight though), but they will coordinate that with the Fishing Center staff when it happens. Would this be acceptable? We do not see any issues with work at dusk and dawn.

Thanks again with your help with this permit.

-Michael

Michael Turchy, Environmental Program Consultant North Carolina Department of Transportation PDEA | Natural Environment Unit
1598 Mail Service Center
Raleigh, NC 27699-1598

-----Original Message-----

From: Steve_D_Thompson@nps.gov [mailto:Steve_D_Thompson@nps.gov]

Sent: Tuesday, August 16, 2011 2:07 PM

To: Smyre, Elizabeth A; Hering, David T; Turchy, Michael A

Cc: William_Swilling@nps.gov; Sara_Strickland@nps.gov; mintam@oregon-inlet.com; wkb1cb@charter.net;

Bridget_Bohnet@nps.gov; Michael_Piatak@nps.gov; John_Kowlok@nps.gov; Gregory_Robinson@nps.gov;

Paul_Stevens@nps.gov; Britta_Muiznieks@nps.gov; Mike_Murray@nps.gov; Darrell_Echols@nps.gov;

Ronald.B.McCready2@uscg.mil; Thayer_Broili@nps.gov

Subject: Bathymetric Survey of Oregon Inlet

Ms. Smyre,

Attached is a Special Use Permit expiring Sept. 15, 2011, for the above captioned project.

(See attached file: SUP Bathymetric Survey Oregon Inlet 2011pdf.pdf)

Hard copies of the permit will follow shortly via US Mail. Please follow the instructions contained in Deputy Superintendent Echols' cover letter.

Sincerely,

Steve Thompson
Special Park Uses/Lands

National Park Service
1401 National Park Drive
Manteo, NC 27954

252 473-2111x121
Fax: 252 473-2595
E-mail: steve_d_thompson@nps.gov

Email correspondence to and from this sender is subject to the N.C. Public Records Law and may be disclosed to third parties.

Turchy, Michael A

From: Steve_D_Thompson@nps.gov
Sent: Wednesday, September 28, 2011 4:08 PM
To: Turchy, Michael A
Cc: Darrell_Echols@nps.gov; Thayer_Broili@nps.gov; John_Kowllok@nps.gov; Bridget_Bohnet@nps.gov; mintam@oregon-inlet.com; wkblcb@charter.net
Subject: RE: B-2500 Bathymetric Survey of Oregon Inlet

Mr. Turchy,

The below referenced permit is extended until Nov. 30, 2011. Please so indicate on the Permittee's copy for your records. We will do the same on the Park's copy.

Sincerely,

Steve Thompson
Special Park Uses/Lands

National Park Service
1401 National Park Drive
Manteo, NC 27954

252 473-2111x121
Fax: 252 473-2595
E-mail: steve_d_thompson@nps.gov

"Turchy, Michael
A"
<maturchy@ncdot.gov> To
"steve_D_thompson@nps.gov"
<steve_D_thompson@nps.gov>
09/26/2011 08:14 AM cc
Subject
RE: B-2500 Bathymetric Survey of
Oregon Inlet

Hi Mr. Thompson,

I've got a question for you regarding the Department's Special Use Permit for the Bathymetry Surveys issued back on 8/16/2011 (Permit No. GOV11 2500 229). Our original permit was extended via the email below from September

15 to October 15. However, due to the all of the issues caused by Hurricane Irene, the work is expected to extend past October 15. Should I submit a formal request (with the NPS Form No. 10-930) for the permit to be extended to November 30, or will this email suffice?

Thanks for your help!

Michael

-----Original Message-----

From: Darrell_Echols@nps.gov [mailto:Darrell_Echols@nps.gov]

Sent: Monday, August 22, 2011 9:31 AM

To: Rivenbark, Chris; Turchy, Michael A

Cc: Steve_D_Thompson@nps.gov; Thayer_Broili@nps.gov

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Darrell

Darrell L. Echols
Deputy Superintendent

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Webpage: <http://www.nps.gov/>
