

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
Outer Banks Group
Special Use Permit



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Name **Gregory J. Thorpe, Ph.D.**
Organization **NC Department of Transportation**
Address **Raleigh, NC**
Telephone No. **(919) 707-6157**

Park Alpha Code: **CAHA**
Type of Use: **Government & Utilities**
Permit No.: **GOV11 9500 273**

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

on the ocean and soundside beaches along Hwy. 12 between Frisco and Hatteras Village, formerly known as Isabel Inlet

The permit begins at **8:00:00 AM** on **11/3 /2011**

The permit expires at **6:00:00 PM** on **4 /30/2012**

SUMMARY OF PERMITTED ACTIVITY: (See attached sheets for additional information and conditions)

Conducting natural resources studies, wetland and stream delineations and protected species studies in anticipation of preparation of an EA for the long term plan to stabilize the Hwy 12 roadbed as set out in the documents and correspondence filed with the park by the permittee in support of the application for this permit.

Person on-site responsible for adherence to the terms and conditions of the permit shall be furnished by the Permittee to the Park as set out in the conditions herein.

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
APPLICATION FEE:	Received	Not Received		Amount	\$0.00
PERFORMANCE BOND:	Required	Not Required <input checked="" type="checkbox"/>		Amount	\$0.00
LIABILITY INSURANCE:	Required <input checked="" type="checkbox"/>	Not Required		Amount	\$1,000,000.00
COST RECOVERY:	Required	Not Required		Amount	\$0.00
FACILITY USE FEE:	Required	Not Required		Amount	\$0.00
LOCATION FEE:	Required	Not Required		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. Lusk for Gregory J. Thorpe, PhD*
Signature Title

11.18.11
Date

Authorizing NPS Official *Daniel E. Edwards*
Signature Deputy Superintendent

11/3/11
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 that it shall be liable for its actions and actions of its officers, employees, involuntary servant or agent of the State to the extent allowable under the North Carolina Tort Claims Act. Permittee also agrees to require its contractors, subcontractors and agents to carry general liability insurance against claims occasioned by the action or omissions of 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 such 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.

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