United States Department of the Interior
U.S. Fish and Wildlife Service

National Wildlife Refuge System General Special Use Application and Permit

OMB Control Number 1018-0102
Expiration Date: 06/30/2014

Name of Refuge: Pea Island National Wildlife Refuge

Address: P. O. Box 1969 Manteo, NC 27954

Attn: (Refuge Official) Mike Bryant, Refuge Manager

Phone # (252) 473-1131 E-mail mike_bryant@fws.gov

Application

(To be filled out by applicant. Note: Not all information is required for each use. See instructions at the end of the notice.)

1) ◉ New ◯ Renewal ◯ Modification ◯ Other _____

Applicant Information

2) Full Name: Jerry Jennings

3) Organization: N. C. Department of Transportation

4) Address: 113 Airport Drive

5) City/State/Zip: Edenton, NC 27932

6) Phone #: (252) 482-7787

7) Fax #: _____

8) E-mail: _____

9) Assistants/Subcontractors/Subpermittees: (List full names, addresses and phone #'s and specifically describe services provided if subcontractors are used.)

Waff Brothers Contracting
Paul Waff

Activity Information

10) Activity type: ◯ Event ◯ Wood Cutting ◯ Group Visit ◯ Cabin/Subsistence Cabin ◯ Educational Activity
◉ Other Filling sandbags by pumping from swash zone into sandbags within NC-12 right-of-way

11) Describe Activity: (Specifically identify timing, frequency, and how the event is expected to proceed.)

NCDOT is requesting authorization to pump sand from the Refuge beach swash zone into sandbags within NC-12 right-of-way for the purpose of protecting NC-12 from ocean overwash and undercutting. Sandbags will be placed in two locations with the first at the southern Refuge boundary and the second at the new inlet formed at the abandoned Refuge headquarters area. Sandbags will be covered with sand that will be sloped into the natural beach grade on the ocean side.

12) Activity/site occupancy timeline: (Specifically identify beginning and ending dates, site occupation timeline, hours, clean-up and other major events.)

Sand pumping is expected to occur from September 12 until September 30 but may take longer. All equipment, materials, supplies, trash, and any other material related to the project will be removed from the Refuge upon project completion.

(Depending on the activity for which you are requesting a permit, we may ask you for the following activity information. Please contact the specific refuge where the activity is being conducted to determine what activity information is required.)

13) Expected number of participants:

Children _____ Adults 10 Total 10

14) Grade level of educational group:

Grade _____ ◉ N/A

15) Will staff time/assistance be required?

◉ Yes ○ No ○ N/A

16a) Plan of Operation required? ○ Yes ○ No ◉ N/A

16b) Plan of Operation attached? ○ Yes ○ No

17) Location: (Specifically identify location; GPS location preferred.)

The location where sand will be pumped is shown on the attached aerial photos.

18a) Is map of location(s) required?

◉ Yes ○ No ○ N/A

18b) Is map of location(s) attached?

◉ Yes ○ No

Insurance Coverage/Certifications/Permits

19a) Is insurance required?

○ Yes ○ No ◉ N/A

19b) Insurance: (Provided carrier, type and policy number)

_____

20) Other licenses/certifications/permits required: (Specifically identify licenses, certifications, and permits.)

Logistics and Transportation

21) Does activity require personnel to stay overnight onsite? ○ Yes ◉ No

22) Personnel involved:

23) Specifically describe **all** equipment/gear and materials used:

Excavators with hydraulic pumpheads, bulldozer, dump truck, front end loader

24) Transportation description(s) and license number(s) to access refuge(s): [Provide description of and specific auto license/boat/plane registration number(s).]

Various State and Federal vehicles along with POV's of contractors. All POV's will be identified or drivers will have appropriate identification.

25) Specifically describe onsite work and/or living accommodations:

26) Specifically describe onsite hazardous material storage or other onsite material storage space:

Diesel fuel, hydraulic fluid in equipment. Other will be transported to and from the site as needed.

27) Signature of Applicant Jerry Jennings (cw) Date of Application: 9/5/11

Sign, date, and print this form and return it to the refuge for processing.
Do not fill out information below this page.

PRINT FORM

OMB Control Number 1018-0102
Expiration Date: 06/30/2014

For Official Use Only **(This section to be filled out by refuge personnel only.)**

Special Use Permit

Permit #: 2011-019

1) Date: September 13, 2011

2) ◉ Permit Approved ○ Permit Denied

3) Station #: 41630

4) Additional special conditions required: (Special conditions may include activity reports, before and after photographs, and other conditions.)
◉ Yes ○ No ○ N/A

Additional sheets attached:
◉ Yes ○ No

5) Other licenses/permits required:
◉ Yes ○ No ○ N/A

Verification of other licenses/permits, type:

CWA Section 404
NCDCM - CAMA Major

6) Insurance/certifications required:
○ Yes ○ No ◉ N/A

Verification of insurance/certification, type:

7) Record of Payments: ◉ Exempt ○ Partial ○ Full

Amount of payment: 0

Record of partial payment: N/A

8) Bond posted: ○ Yes ◉ No

This permit is issued by the U.S. Fish and Wildlife Service and accepted by the applicant signed below, subject to the terms, covenants, obligations, and reservations, expressed or implied herein, and to the notice, conditions, and requirements included or attached. A copy of this permit should be kept on hand so that it may be shown at any time to any refuge staff.

Permit approved and issued by **(Signature and title):**

Mike Bryant Date: 9/15/2011

Permit accepted by **(Signature of applicant):**

Jerry Jennings (CW) Date: 9/15/11

Notice

In accordance with the Privacy Act (5 U.S. C. 552a) and the Paperwork Reduction Act (44 U.S. C. 3501), please note the following information:

1. The issuance of a permit and collection of fees on lands of the National Wildlife Refuge System are authorized by the National Wildlife Refuge System Administration Act (16 U.S. C. 668dd-ee) as amended, and the Refuge Recreation Act (16 U.S. C. 460k-460k-4).

2. The information that you provide is voluntary; however submission of requested information is required to evaluate the qualifications, determine eligibility, and document permit applicants under the above Acts. It is our policy not to use your name for any other purpose. The information is maintained in accordance with the Privacy Act. All information you provide will be considered in reviewing this application. False, fictitious, or fraudulent statements or representations made in the application may be grounds for revocation of the Special Use Permit and may be punishable by fine or imprisonment (18 U.S.C. 1001). Failure to provide all required information is sufficient cause for the U.S. Fish and Wildlife Service to deny a permit.

3. No Members of Congress or Resident Commissioner shall participate in any part of this contract or to any benefit that may arise from it, but this provision shall not pertain to this contract if made with a corporation for its general benefit.

4. The Permittee agrees to be bound by the equal opportunity "nondiscrimination in employment" clause of Executive Order 11246.

5. Routine use disclosures may also be made: (a) to the U.S. Department of Justice when related to litigation or anticipated litigation; (b) of information indicating a violation or potential violation of a statute, rule, order, or license to appropriate Federal, State, local or foreign agencies responsible for investigating or prosecuting the violation or for enforcing or implementing the statute, rule, regulations, order, or license; (c) from the record of the individual in response to an inquiry from a Congressional office made at the request of the individual (42 FR 19083; April 11,1977); and (d) to provide addresses obtained from the Internal Revenue Service to debt collection agencies for purposes of locating a debtor to collect or compromise a Federal Claim against the debtor, or to consumer reporting agencies to prepare a commercial credit report for use by the Department (48 FR 54716; December 6, 1983).

6. An agency may not conduct or sponsor and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. This information collection has been approved by OMB and assigned control number 1018-0102. The public reporting burden for this information collection varies based on the specific refuge use being requested. The relevant public reporting burden for the General Use Special Use Permit Application form is estimated to average 30 minutes per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Comments on this form should be mailed to the Information Collection Clearance Officer, U.S. Fish and Wildlife Service, 4401 N. Fairfax Drive, MS 2042-PDM, Arlington, Virginia, 22203.

General Conditions and Requirements

1. Responsibility of Permittee: The permittee, by operating on the premises, shall be considered to have accepted these premises with all facilities, fixtures, or improvements in their existing condition as of the date of this permit. At the end of the period specified or upon earlier termination, the permittee shall give up the premises in as good order and condition as when received except for reasonable wear, tear, or damage occurring without fault or negligence. The permittee will fully repay the Service for any and all damage directly or indirectly resulting from negligence or failure on his/her part, and/or the part of anyone of his/her associates, to use reasonable care.

2. Operating Rules and Laws: The permittee shall keep the premises in a neat and orderly condition at all times, and shall comply with all municipal, county, and State laws applicable to the operations under the permit as well as all Federal laws, rules, and regulations governing national wildlife refuges and the area described in this permit. The permittee shall comply with all instructions applicable to this permit issued by the refuge official in charge. The permittee shall take all reasonable precautions to prevent the escape of fires and to suppress fires and shall render all reasonable assistance in the suppression of refuge fires.

3. Use Limitations: The permittee's use of the described premises is limited to the purposes herein specified and does not, unless provided for in this permit, allow him/her to restrict other authorized entry onto his/her area; and permits the Service to carry on whatever activities are necessary for: (1) protection and maintenance of the premises and adjacent lands administered by the Service; and (2) the management of wildlife and fish using the premises and other Service lands.

4. Transfer of Privileges: This permit is not transferable, and no privileges herein mentioned may be sublet or made available to any person or interest not mentioned in this permit. No interest hereunder may accrue through lien or be transferred to a third party without the approval of the Regional Director of the Service and the permit shall not be used for speculative purposes.

5. Compliance: The Service's failure to require strict compliance with any of this permit's terms, conditions, and requirements shall not constitute a waiver or be considered as a giving up of the Service's right to thereafter enforce any of the permit's terms or conditions.

6. Conditions of Permit not Fulfilled: If the permittee fails to fulfill any of the conditions and requirements set forth herein, all money paid under this permit shall be retained by the Government to be used to satisfy as much of the permittee's obligation as possible.

7. Payments: All payment shall be made on or before the due date to the local representative of the Service by a postal money order or check made payable to the U.S. Fish and Wildlife Service.

8. Termination Policy: At the termination of this permit the permittee shall immediately give up possession to the Service representative, reserving, however, the rights specified in paragraph 11. If he/she fails to do so, he/she will pay the government, as liquidated damages, an amount double the rate specified in this permit for the entire time possession is withheld. Upon yielding possession, the permittee will still be allowed to reenter as needed to remove his/her property as stated in paragraph 11. The acceptance of any fee for the liquidated damages or any other act of administration relating to the continued tenancy is not to be considered as an affirmation of the permittee's action nor shall it operate as a waiver of the Government's right to terminate or cancel the permit for the breach of any specified condition or requirement.

9. Revocation Policy: This permit may be revoked by the Regional Director of the Service without notice for noncompliance with the terms hereof or for violation of general and/or specific laws or regulations governing national wildlife refuges or for nonuse. It is at all times subject to discretionary revocation by the Director of the Service. Upon such revocation the Service, by and through any authorized representative, may take possession of the said premises for its own and sole use, and/or may enter and possess the premises as the agent of the permittee and for his/her account.

10. Damages: The United States shall not be responsible for any loss or damage to property including, but not limited to, growing crops, animals, and machinery or injury to the permittee or his/her relatives, or to the officers, agents, employees, or any other who are on the premises from instructions or by the sufferance of wildlife or employees or representatives of the Government carrying out their official responsibilities. The permittee agrees to save the United States or any of its agencies harmless from any and all claims for damages or losses that may arise to be incident to the flooding of the premises resulting from any associated Government river and harbor, flood control, reclamation, or Tennessee Valley Authority activity.

11. Removal of Permittee's Property: Upon the expiration or termination of this permit, if all rental charges and/or damage claims due to the Government have been paid, the permittee may, within a reasonable period as stated in the permit or as determined by the refuge official in charge, but not to exceed 60 days, remove all structures, machinery, and/or equipment, etc. from the premises for which he/she is responsible. Within this period the permittee must also remove any other of his/her property including his/her acknowledged share of products or crops grown, cut, harvested, stored, or stacked on the premises. Upon failure to remove any of the above items within the aforesaid period, they shall become the property of the United States.

Instructions for Completing Application

You may complete the application portion verbally, in person or electronically and submit to the refuge for review. Note: Please read instructions carefully as not all information is required for each activity. Contact the specific refuge headquarters office where the activity is going to be conducted if you have questions regarding the applicability of a particular item.

1. Identify if permit application is for new, renewal or modification of an existing permit. Permit renewals may not need all information requested. Contact the specific refuge headquarters office where the activity is going to be conducted if you have questions regarding the applicability of a particular item.

2-8. Provide full name, organization (if applicable), address, phone, fax, and e-mail.

9. Provide names and addresses of assistants, subcontractors or subpermittees. Names and address are only required if the assistants, subcontractors or subpermittees will be operating on the refuge without the permittee being present. Volunteers, assistants, subcontractors or subpermittees that are accompanied by the permittee need not be identified.

10. Activity type: check one of the following categories:

a. Event;

b. Wood cutting;

c. Group visit;

d. Cabin/Subsistence cabin;

e. Educational activity; or

f. Other—any other activity(s) not mentioned above. Please describe "other" activity.

11. Describe Activity: provide detailed information on the activity, including times, frequency and how the activity is expected to proceed, etc. Permit renewals may not need activity description, if the activity is unchanged from previous permit. Most repetitive activities, such as group visits, do not require an activity description for each visit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if an activity description is required.

12. Activity/site occupancy timeline: identify beginning and ending dates, site occupation timeline, hours, clean-up and other major events. Permit renewals may not need an activity/site occupancy timeline, if the activity is unchanged from previous permit. Most repetitive activities, such as group visits, do not require an activity/site occupancy timeline for each visit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if an activity/site occupancy timeline is required.

13-14 Expected number of participants: Provide an estimate of the number of adults, and children and grade level of group, if applicable.

15. Identify if onsite refuge staff will be required for group activities and anticipated time frame, if applicable.

16a-16b. Identify and attach Plan of Operation, if required. Most repetitive activities, such as group visits, do not require Plans of Operations for each visit. In addition, permit renewals may not require Plans of Operations if the activity is essentially unchanged from the previous permit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if a Plan of Operations is required.

17. Location: identify specific location (GPS coordinates preferred), if not a named facility. Most repetitive activities, such as group visits, do not require a location. In addition, permit renewals may not require a location if the activity is essentially unchanged from the previous permit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if a location is required.

18a-18b. Attach a map of location, if required and not conducted at a named facility. Most repetitive activities, such as group visits, do not require a map. In addition, permit renewals may not require a map if the activity is essentially unchanged from the previous permit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if a map is required.

19a-19b. Provide name, type and carrier of insurance, if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if insurance and type of insurance are required.

20. Specifically identify types and numbers of other licenses, certifications or permits, if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine the types of licenses, certifications or permits required, and to coordinate the simultaneous application of several types of licenses, certifications or permits. This Special Use Permit (SUP) may be processed while other certifications are being obtained.

21-22. Provide name(s) of any personnel required to stay overnight, if applicable.

23. Identify all equipment and materials, which will be used, if required. Most repetitive events, such as group visits, do not require a list of equipment. In addition, permit renewals may not require a list of equipment if the event is essentially unchanged from the previous permit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if a list of equipment is required.

24. Describe and provide vehicle descriptions and license plate or identification numbers of all vehicles, including boats and airplanes, if required. Motor vehicle descriptions are only required for permittee vehicle, and/or if the vehicle will be operated on the refuge without the permittee being present. Motor vehicles that are accompanied by the permittee as part of a group (convoy) activity need not be identified if cleared in advance by refuge supervisor. Specifically describe ship-to-shore, intersite (between islands, camps, or other sites) and onsite transportation mechanisms, and license plate or identification numbers, if required.

25. Specifically describe onsite work and/or living accommodations, if applicable.

26. Specifically describe onsite hazardous material storage, or other onsite material storage space (including on and offsite fuel caches).

27. Sign, date, and print the application. Click on the Print button to print the application (if using the fillable version). The refuge official will review and, if approved, fill out the remaining information, sign, and return a copy to you for signature and acceptance.

The form is not valid as a permit unless it includes refuge approval, a station number, a refuge-assigned permit number, and is signed by a refuge official.

Alligator River National Wildlife Refuge
Pea Island National Wildlife Refuge

CONDITIONS FOR SPECIAL USE PERMITS & AUTHORIZED ACTIVITIES
SUP 2011-019

1. The Permittee or authorized person, and all officers, agents, employees, representatives, and clients of the Permittee or authorized person, shall comply with all Refuge, Federal, State, and local regulations and conditions that apply to the special use activity. Failure to comply with any applicable regulation or condition, and all Federal laws, rules, and regulations governing National Wildlife Refuges and the area described in the Special Use Permit (Permit) or authorizing documents may result in revocation of the Permit or authorized activity and/or criminal prosecution.

2. While engaged in a special use activity on the Refuge, the Permittee or authorized person, and his/her officers, agents, employees, or representatives, shall be in possession of a **copy** of the Permit or authorizing documents (including all attachments that contain conditions) and shall, upon request by an authorized Refuge official or by any authorized local, state, or federal law enforcement officer, display the **copy** authorizing their presence and activity on the Refuge and shall furnish any other licenses and identification documents as may be requested.

3. Entry on the Refuge during nighttime hours (i.e., ½-hour after sunset to ½-hour before sunrise) is prohibited, **unless authorized in writing by the Refuge Manager**.

4. It is unlawful to disturb, destroy, injure, collect, or take any wildlife, plant, natural object, mineral, cultural or historical feature, or public property on the Refuge, **unless authorized in writing by the Refuge Manager**.

5. Wildlife shall not be harmed or harassed and disturbance shall be kept to a minimum, this includes all snakes (poisonous and non-poisonous snakes), **unless authorized in writing by the Refuge Manager**.

6. The Refuge Manager should be contacted **immediately** at ***(252) 473-1131*** upon discovery of any **wildfire**, or any leak, spill, or break in a pipeline, power line, canal, or dike, or any other accident or incident that has the potential to have an adverse impact on the soil, wildlife, or plants in the area. Any unusual wildlife sightings or suspected illegal activities should be reported to the Refuge Manager.

7. Any accident that results in a personal injury **(i.e., an accident that requires professional medical treatment)** shall be reported to the Refuge Manager within 24 hours of the accident.

8. All **locked** Refuge gates shall be closed and locked upon entering and leaving Refuge property. Refuge gates should be left the way they are found (i.e., open, closed, either locked or unlocked as the case may be).

9. Vehicle travel shall only be on designated roads or routes of travel, **unless authorized in writing by the Refuge Manager**. Vehicles, boats, trailers, and other equipment shall be parked in such a manner that **roads and trails, including canoe trails and navigable waters, are not to be blocked**. Roads and trails need to be accessible to other Refuge visitors and to Refuge staff, cooperative farmers, fire trucks, emergency vehicles, maintenance equipment, and law enforcement patrols.

10. Vehicles with catalytic converters shall be restricted to paved roads, recently maintained gravel or dirt roads, or bare soil areas because of the high fire potential. Vehicles with catalytic converters shall not be parked over high vegetation or other fire hazardous materials.

11. Refuge gate or building keys **shall not be loaned** to other agencies, companies, or persons. If there is a need for access by other persons, please have them contact the Refuge Manager. All Refuge keys shall be returned to the Refuge Manager, or a designated staff member, within 10 calendar days, after expiration or termination of the Permit or authorized activity.

12. All dogs (or any other pet) must be confined or on a leash while on the Refuge, **unless authorized in writing by the Refuge Manager**. Leashed pets must be under the immediate control of the Permittee or authorized person, or the leash must be secured to a stationary object. The leash shall not be in excess of 10 feet in length.

13. Possession or use of firearms, air guns, bows and arrows, cross bows, spears, or gigs; or illegal knives, weapons, or devices; or explosives of any type is prohibited on the Refuge when engaged in a special use activity, **unless authorized in writing by the Refuge Manager**.

14. Littering is prohibited. **All** materials brought into the Refuge shall be removed and properly disposed. Drink cans, bottles, candy wrappers, toilet paper, and other garbage and refuse shall not be left on the Refuge.

15. The Refuge Manager shall be contacted **before** any surface work is done. This includes mowing, road or trail improvements, digging, clearing or trimming of brush or vegetation, installation of structures, etc.

16. The use of herbicides and pesticides on Refuge property is prohibited, **unless authorized in writing by the Refuge Manager**. Unrestricted, over-the-counter-type, insect repellents may be used on or near the body and clothing to repel biting or stinging insects.

17. No permanent or semi-permanent markings shall be made on any Refuge building, structure, gate, post, sign, fence, tree, vegetation, or soil by either marking, painting, cutting, scratching, blazing, mowing, digging, or other destructive method, **unless authorized in writing by the Refuge Manager**. When needed, only temporary, removable markers (e.g., flagging tape, survey stakes, metal/paper/plastic tags, etc.) shall be used to mark site locations, plots, etc. Safety signs, informational signs, and any other signs required by law or regulation for the special use activity being

conducted, shall be posted as required, **but only with prior authorization by the Refuge Manager**. All markers and signs shall be removed upon conclusion of the special use activity or upon expiration or termination of the Permit.

18. The use or possession of traps, snares, or other passive (i.e., unattended) collection devices, which are used to collect wildlife, is prohibited, **unless authorized in writing by the Refuge Manager**. Each individual trap, snare, or passive collection device shall have a weather-resistant, permanent tag attached with the Permittee's, authorized person's, and/or organization's name legibly marked on the tag **or** shall have the Permittee's, authorized person's, and/or organization's name legibly marked, imprinted, or engraved on the trap, snare, or device.

19. No permanent or semi-permanent fences, buildings, shelters, docks, piers, or other structures or facilities may be erected, built, or placed on the Refuge, **unless authorized in writing by the Refuge Manager**. No machinery, equipment, supplies, or materials may be placed or stored on the refuge, **unless authorized in writing by the Refuge Manager**.

20. All open fires are prohibited, **unless authorized in writing by the Refuge Manager**. Leaving an **authorized** open fire unattended or not completely extinguished is prohibited. Setting on fire or causing to be set on fire any timber, brush, grass, or other inflammable material, including camp or cooking fires, is prohibited, **unless authorized in writing by the Refuge Manager**. The use of cutting torches, arc welders, or any other open flame/sparking devices (which are required to conduct the special use activity) shall be exercised with caution and **only with prior authorization from the Refuge Manager or Refuge Fire Management Officer**. When use of these devices is necessary, the operator(s) shall have **immediate access to appropriate fire control equipment** (e.g., fire extinguishers, shovels, etc.) and **immediate communication access to local emergency services** (e.g., cellular telephone, two-way radio, etc.). Tobacco smokers shall practice caution when smoking; shall completely extinguish all matches, cigars, cigarettes, and pipes; and shall dispose of same in a proper container (e.g., a vehicle ash tray).

21. The effective dates of this permit include the period from September 14, 2011 through September 13, 2016. If it should become necessary to extend the effective period, a request for extension should be submitted no less than 5 days in advance. The Refuge Manager or designee shall be notified no less than 3 days prior to commencement of activities on the Refuge.

22. Permit # 2011-019 shall be subject to annual review for compliance with all permit conditions.

23. Activities authorized through this permit include pumping sand from the Refuge beach swash zone, across Refuge land, and into sand bags within the NC Highway 12 right-of-way for the purpose of protecting the highway from ocean overwash and undercutting. Care shall be taken so as to avoid harm to wildlife and fisheries resources, including their habitats.

24. As mitigation for the loss of beach habitat, the volume of sand pumped from the beach swash zone and into sandbags shall be replaced by a volume equal to or greater than the volume removed by transporting replacement sand to each borrow site and grading it into the existing beach profile. Replacement sand must be compatible with native beach sand as approved by the Refuge Manager or designee.

SPECIAL CONDITIONS FOR SANDBAG INSTALLATION FOR THE PROTECTION OF N. C. HIGHWAY 12

Pea Island National Wildlife Refuge
Attachment to Special Use Permit 2011-019

1. Special Use Permit # 2011-019 is issued for the expressed and sole purpose of installing sandbags within the N. C. Highway 12 (NC 12) right-of-way as a temporary measure to protect the highway pavement from the impacts of ocean over-wash during minor storm events and spring tide events in areas identified as the "Rodanthe Breach Area" and the "Pea Island Breach Area".

2. This permit does not authorize any activity other than the use of refuge lands for the expressed purposes stated in SUP# 2011-019. It is the permittee's responsibility to obtain any and all other necessary local, state, or federal approvals prior to commencing work activities. All other permits, approvals, or agreements, written or verbal, whether from individuals or local, state, or government agencies or other entities shall be coordinated by NCDOT so as to not in any way interfere with implementation of the terms and provisions of SUP # 2011-019.

3. Sandbags shall be removed without delay or challenge within 60 days of completing a satisfactory alternative for the highway or when they are no longer serving the purpose for which they were established as a result of natural forces or due to human actions.

4. Sandbags shall be filled and installed prior to May 1. In the event of bird or turtle nesting activity within or adjacent to the project area prior to May 1, construction and associated activities shall be either suspended or moved a sufficient distance from the biological activity so as to avoid direct and indirect impacts. If the project is not completed by or before May 1, work may resume after September 1. Any type of encroachment into this time period wherein work activities would be required on the dune or on the ocean side of the dune shall be done with full coordination and at the discretion of the Refuge Manager.

5. The permittee agrees to prepare a beach/dune restoration plan. Beach/dune restoration is needed to augment the installed sandbags that are protecting the highway pavement from the effects of ocean over-wash during minor storm events and spring tide events. The beach/dune restoration plan will encompass but is not limited to the following goals:

    a. Through appropriate beach/dune restoration techniques, the upper beach/dune shall be restored to a mutually agreed upon extent as is necessary to cover the sandbags and slope the cover material into the natural beach. Any subsequent beach/dune restoration actions necessary to maintain the integrity of the sandbag structure shall be fully coordinated with the Refuge Manager prior to any construction/restoration activity.

    b. Through prudent sand placement, sandbags shall be covered by suitable sand, as determined by the Refuge Manager, in accordance with NCDOT

specifications as stated in the application for this permit. This measure shall be repeated in the event of removal of the sand cover over the sandbags through the action of wind or water. The intent is to provide the most productive barrier dune habitat possible through covering the sandbags with suitable sand and through incorporation of suitable dune stabilization measures.

c. The beach/dune restoration plan shall include a monitoring program of sufficient detail so as to document baseline (pre-sandbag and pre-beach/dune restoration) physical and biological parameters of the beach face community in and adjacent to the affected area, impacts to that community as determined immediately after construction, and seasonal (4 times per year) monitoring for as long as the sandbags are in place plus for a minimum of one full year after removal of the sandbags. For comparative purposes, a control area, as agreed upon by the Refuge Manager and NCDOT, will be monitored in the vicinity of the project area.

d. The NCDOT or their designee shall provide the refuge with copies of raw data after each sampling session in an EXCEL data format.

The beach/dune restoration plan and monitoring protocols shall be developed through coordination with the Refuge Biologist and must be acceptable to the Refuge Manager. Funding for the monitoring component of the restoration plan shall be provided by NCDOT. Progress reports shall be provided to the Refuge Manager at no cost to the refuge on a semi-annual basis. A final report shall be submitted to the Refuge Manager within 90 days of satisfactory completion of monitoring as stated in Special Use Permit Condition # 5.c.

6. Compatible sand is defined as sand consisting of a grain size and mineral content similar to native refuge beach sand as determined by the Refuge Manager or designee. All sand to be used for beach/dune habitat restoration shall be sampled and analyzed for the presence of hazardous or toxic materials, debris, or other pollutants. Sand containing any unsuitable material cannot be placed on the refuge beach or into a dune system.

7. If sand sources for compliance with the terms and conditions of SUP # 2011-019 are located on the refuge, relocation of the sand by whatever means will be covered by a separate Special Use Permit. For sand sources off the refuge, data regarding grain size, heavy mineral content, and contaminant levels shall be provided to the Refuge Manager at no cost to the Refuge.

8. Any and all work areas on the refuge shall be sloped and contoured to pre-work conditions or to the satisfaction of the Refuge Manager.

9. Permittee is responsible for removing any and all construction debris, materials, and equipment from the refuge. If, during the period when the sandbags or other related materials are in place on the refuge, there is damage resulting in debris

from the project, it shall be NCDOT's responsibility to clean up and remove the debris from the refuge.

10. Monitoring and maintaining the structural stability of the sandbag structure, including the sand covering the sandbags with associated vegetative community shall be the responsibility of NCDOT.

11. At the discretion of the Refuge Manager, a determination of failure to comply with all terms and provisions of SUP # 2011-019 shall result in revocation of the permit and removal of the sandbags within 60 days of the refuge notifying NCDOT of permit condition violation(s). Upon revocation or expiration of SUP # 2011-019, all sandbags along with associated appurtenances deemed by the Refuge Manager to be an un-natural addition to the refuge shall be removed within 60 days from receipt of notice of revocation of the permit.

12. Upon discovery of new ecological or biological information regarding fish, wildlife, or their habitats that could be affected by this project, the Refuge Manager retains the authority to amend this permit to protect natural resources in the interests of achieving the refuge system mission or the purpose for establishing the refuge.

13. Upon restoration of NC-12 traffic flow, provided this occurs within 30 days from the emergency declaration, NCDOT shall provide the Refuge with adequate NEPA documentation for all actions taken to restore the transportation system through the Refuge. Full compliance with NEPA is essential for the Refuge to complete a Compatibility Determination which can be suspended during declared emergencies for a period of up to 30 days.

14. By reference, this permit incorporates all terms and conditions of SUP # 2006-014 and all subsequent renewals of that permit.