

Revised 06-10  
Form 10-114

UNITED STATES DEPARTMENT OF THE INTERIOR  
National Park Service  
Cape Lookout National Seashore  
Special Use Permit

NAME
ORGANIZATION
ADDRESS
TELEPHONE NUMBER
FAX

Park Alpha Code: CALO  
Type of Use: DUCK BLIND  
Permit #: EVNT12-CALO-9500-

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

**See Topographic map for Location. Duck Blind Number(s):** \_\_\_\_\_

The area must be restored to its original condition at the end of the permit.

The permit begins at 9:00 (am/pm) on September 7, 2012 (Month/Day/Year)

The permit expires at 12:00 Midnight (am/pm) on March 31, 2013 (Month/Day/Year).

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

For the purpose(s) of: **Construction and maintenance of a temporary duck blind.**

Authorizing legislation or other authority: **(RE - DO-53): 16 USC 1-4; 36 CFR 1.6(a) and 5.3**

NEPA Compliance: CATEGORICALLY EXCLUDED  EA/FONSI  EIS  PEPC #  OTHER

APPLICATION FEE Received  Not Required  Amount \$ 50.00 (allows 1<sup>st</sup> duck blind)

PERFORMANCE BOND: Required  Not Required  Amount \$ \_\_\_\_\_

LIABILITY INSURANCE: Required  Not Required  Amount \$ \_\_\_\_\_

COST RECOVERY: Required  Not Required  Amount \$ 25.00 (allows additional 2<sup>nd</sup> duck blind)

FACILITY USE FEE: Required  Not Required  Amount \$ \_\_\_\_\_

LOCATION FEE: Required  Not Required  Amount \$ \_\_\_\_\_

**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 herein.

PERMITTEE \_\_\_\_\_  
Signature Title Date

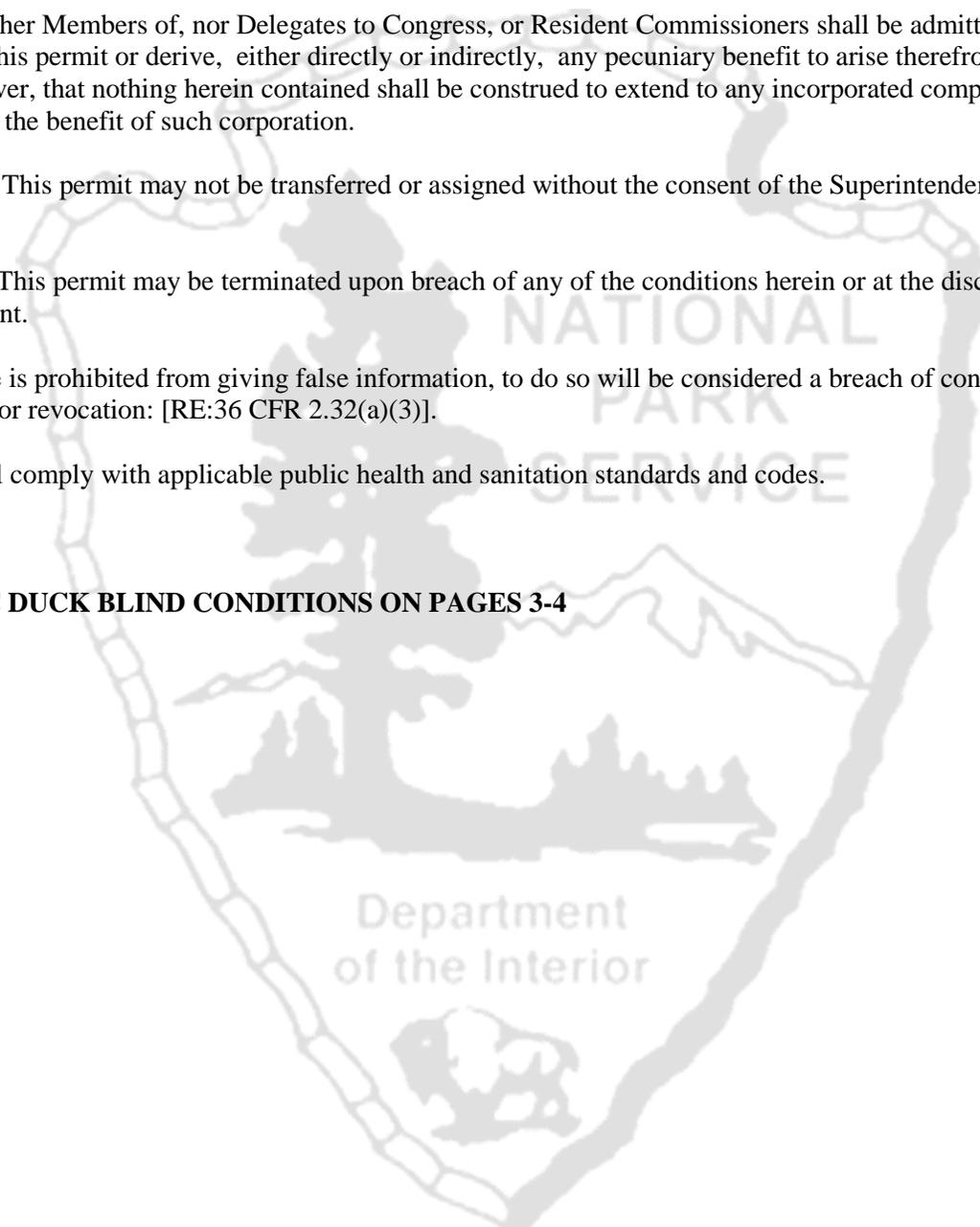
Authorizing NPS Official \_\_\_\_\_ Patrick M. Kenney  
Signature Superintendent Date

Authorizing NPS Official \_\_\_\_\_  
(additional if required) Signature Title Date

CONDITIONS OF THIS PERMIT

1. The permittee shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with all applicable laws and regulations of the area.
2. Damages - The permittee shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the permittee is authorized to make of the land described in this permit.
3. Benefit - Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this permit or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the permit be for the benefit of such corporation.
4. Assignment - This permit may not be transferred or assigned without the consent of the Superintendent, in writing.
5. Revocation - This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent.
6. The permittee is prohibited from giving false information, to do so will be considered a breach of conditions and be grounds for revocation: [RE:36 CFR 2.32(a)(3)].
7. Permittee will comply with applicable public health and sanitation standards and codes.

**SEE SPECIFIC DUCK BLIND CONDITIONS ON PAGES 3-4**

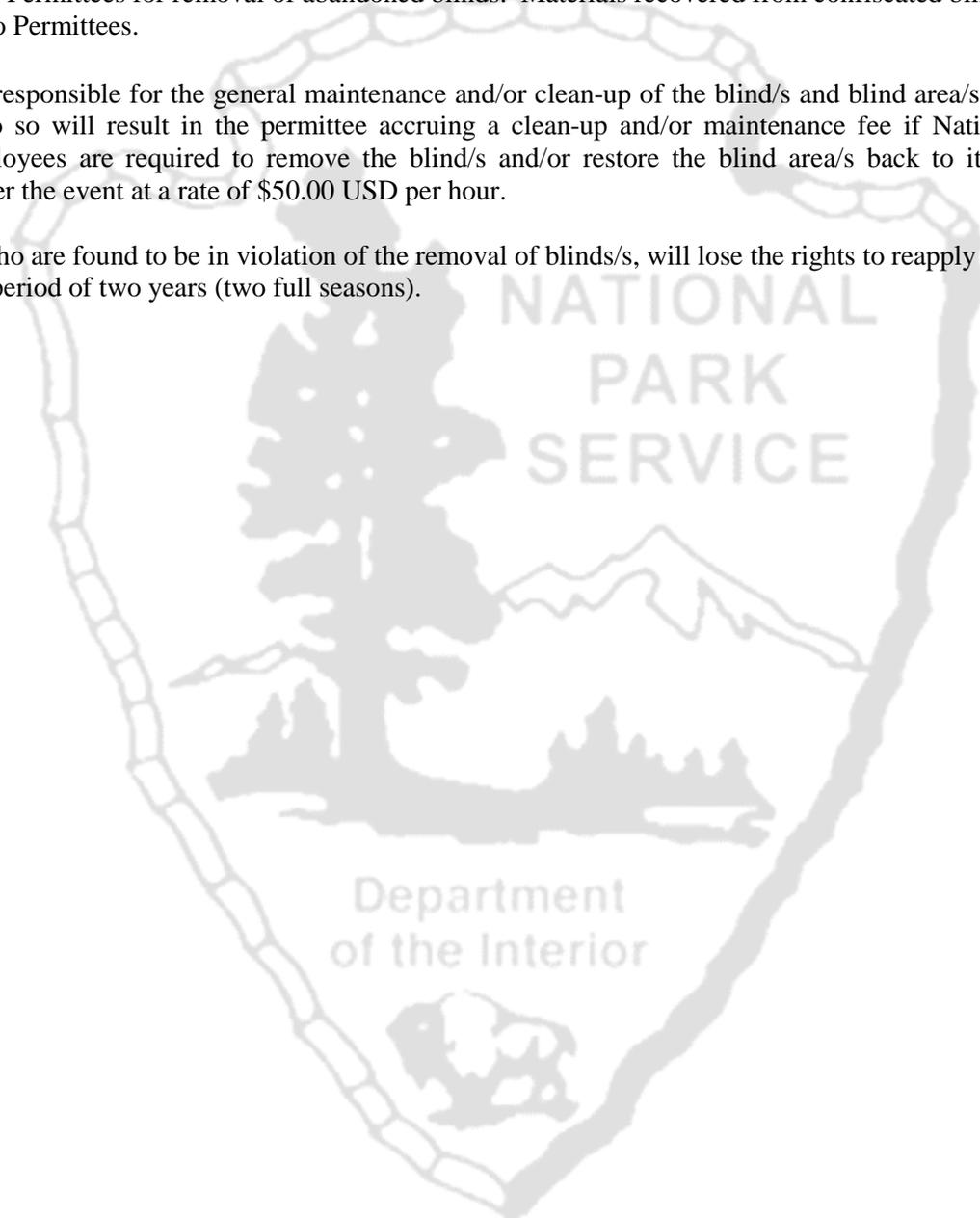


## Terms & Conditions

To maintain park natural and cultural resources and quality visitor experiences in addition to the standard terms and conditions, the following conditions and requirements apply to Special Use Permits for Constructing a Temporary Duck Blind:

8. This permit will expire March 31, 2013.
9. This permit is applicable only for the use of the area marked on the official yearly topographic map and the terms designated below.
10. No more than two duck blinds may be registered per person.
11. This permit grants the permit holder the authorization to construct the number of blinds indicated (limited two), in the locations specified; the permit DOES NOT grant exclusive use of public lands/waters on which the blind is located, either for the purpose of hunting or for any other activity. Hunting on any area of public land (including locations immediately adjacent too authorized constructed blinds) is governed on a first-come first-served basis.
12. All duck blinds placed on/inside the established boundary for Cape Lookout National Seashore shall be lightweight in design or construction, so as to allow complete, easy removal at the expiration of the permit, with a minimum disturbance of the marsh. No permanent structures will be permitted.
13. Blinds may be placed in position beginning September 7, 2012, or the date of this permit (whichever is later). All blinds must be completely removed no later than midnight, March 31, 2013.
14. It is the responsibility of the Permittees to ensure that their blinds are at least 500 yards from any other permitted blind located within the park boundary.
15. Permittee will abide by all Federal and North Carolina Hunting Regulations. These regulations are enforced by U.S. Park Rangers, U.S. Fish and Wildlife Service Officers, and North Carolina Wildlife Officers.
16. Permittee will allow inspection of the duck blind located within Cape Lookout National Seashore by National Park Service representatives, U.S. Fish and Wildlife Service Officers, and North Carolina Wildlife Officers at any time.
17. The Permittee will not store any gear and related items associated with this activity within the blind, or on park land and adjacent waters outside the duck blind.
18. The area authorized for use under this permit must be left in substantially the same condition as it was prior to the activities authorized herein.
19. The Permittee shall be liable for any damages to any Government property resulting from these activities.
20. The Permittee will not pollute or allow others to pollute park lands or State waters from any source.
21. Permittee shall report any accidents involving personal injuries or property damage within Cape Lookout National Seashore to the Superintendent as soon as possible.
22. All permittees are issued Park Duck Blind Permit and Duck Blind Number Sheets with the special use permit. This printed Duck Blind Number Sheet must be posted on the uppermost portion of the blind on the side facing the sound or where it is readily visible to anyone performing an inspection. In addition, the same number must also be painted on the blind adjacent to the permit using 12" numbers, observable from the water by boat.
23. No individual has guaranteed rights to any specific area, including areas they have historically obtained permits to use.

24. Nothing authorized under the conditions of the Permit will allow the Permittee or his representatives to threaten or prevent the enjoyment of other visitors using the national seashore, including baiting other Permittees' duck blinds.
25. Trespass (unnumbered) blinds, and blinds abandoned after the expiration of the permit on March 31, 2013 are subject to removal by National Park Service staff **without further notification of the Permittee**. Any expense resulting from the removal of a blind will be billed to the permittee, or owner of the blind if not permitted.
26. Individuals and permittees responsible for trespass or abandoned blinds are subject to prosecution (fines) for violation of 36 CFR 5.7 - Construction, 36 CFR 2.22 - Property, and/or 36 CFR 1.5 - Permits. In addition, the park may bill Permittees for removal of abandoned blinds. Materials recovered from confiscated blinds will not be returned to Permittees.
27. Permittee is responsible for the general maintenance and/or clean-up of the blind/s and blind area/s after use. Failure to do so will result in the permittee accruing a clean-up and/or maintenance fee if National Park Service employees are required to remove the blind/s and/or restore the blind area/s back to its original condition after the event at a rate of \$50.00 USD per hour.
28. Permittees who are found to be in violation of the removal of blinds/s, will lose the rights to reapply for a blind permit for a period of two years (two full seasons).



**Continuation of Special Use Permit  
Duck Blinds-CALO-9500-2012**

**BLIND REMOVAL**

1. The undersigned acknowledges that as the permittee he/she understands that if the blind/s they construct under this permit, is/are not removed by the specified time, they may be subject to fines, plus the cost of removal of said blind/s.
2. Permittee is responsible for the general maintenance and/or clean-up of the blind/s and blind area/s after use. Failure to do so will result in the permittee accruing a clean-up and/or maintenance fee if National Park Service employees are required to remove the blind/s and/or restore the blind area/s back to its original condition after the event at a rate of \$50.00 USD per hour.
3. Additionally, permittees who are found to be in violation of the removal of blind/s, will lose the rights to reapply for a blind permit for a period of two years (two full seasons).

\_\_\_\_\_  
Permittee's Full Name

\_\_\_\_\_  
Permit Number

\_\_\_\_\_  
Permittee's Signature

\_\_\_\_\_  
Date

