

### LICENCE UNDER SECTION 3(3) OF THE FORESHORE ACT, 1933

The Minister for Housing, Local Government and Heritage, in exercise of the powers conferred on him by Section 3(3) of the Foreshore Act, 1933 (No. 12 of 1933) and in consideration of the licence fee in recognition of the rights and interests of the State in the foreshore concerned, hereby authorises ESB, Moneypoint Power Station, Carrowdotia South, Co. Clare (hereinafter referred to as "the licensee"), to use and occupy that part of State Owned Foreshore at Ballymacrinan Bay, Co. Clare for the purposes of carrying out ecological surveys by subtidal benthic sampling using day grab.

#### The Licence is granted on the condition that:

1. This Licence is a multi-annual licence and shall remain in force for the term of ten (10) years from the date hereof except as may be hereinafter provided.
2. The Licensee shall use that part of the foreshore the subject area of this licence, for the purposes as outlined in the application and for no other purpose whatsoever.
3. The activity shall be carried out in the area delineated in red and on Drawing Number 1072020.2, "Foreshore Licence Map 1" dated 05/07/2020" annexed hereto (**Schedule 1**).
4. The activity shall be conducted in accordance with the application submitted to, and approved by, the Minister.
5. The Licensee shall at all times during the continuance of this Licence ensure that the activities are conducted in a manner that is to the satisfaction of the Minister and that they will not be injurious to navigation, the adjacent lands or the public interest.
6. The Licensee shall ensure that the minimum area of foreshore necessary for the survey and sampling activities is utilised, so as to reduce the impact of the proposed activity.
7. The Licensee shall schedule the works so as to minimise disruption and inconvenience for other users of the foreshore.
8. The Licensee shall pay to the Minister the sum of [REDACTED] on the signing hereof.
9. The Licensee shall indemnify and keep indemnified the State and the Minister, their officers, agents and employees against all actions, loss, claims, damages, costs, expenses and demands arising in any manner whatsoever in connection with the said works or in the exercise of the permission hereby granted.
10. The Minister shall be at liberty at any time to terminate this Licence by giving to the Licensee notice in writing and upon determination of such notice the Licence and permission hereby granted shall be deemed to be revoked and withdrawn without any liability for the payment of compensation by the Minister to the Licensee.

11. The Licensee shall, if so required by the Minister after receipt of such notice, or on the termination of this Licence from any other cause, at its own expense remove any or all equipment in connection with the said activity to the satisfaction of the Minister, and if the Licensee refuses or fails to do so the Minister may cause the said equipment to be removed and shall be entitled to be paid by and to recover from the Licensee as a civil debt due to the State, all costs and expenses incurred by him in connection with such removal.
12. In the event of the breach, non-performance or non-observance by the Licensee of any of the conditions herein contained the Minister may forthwith terminate this Licence without prior notice to the Licensee.
13. Any notice to be given by the Minister may be transmitted through the Post Office addressed to the Licensee at its last known address.

**14. Disclaimer and Waiver:**

- a. The Licensee acknowledges, accepts and agrees that the grant of this licence does not give rise on the part of the Licensee to any expectation whatsoever for, right or entitlement to a grant of a foreshore lease or future licence to the Licensee by the Minister in respect of all, or any part of the licensed area (or any other area) for the benefit of the Licensee.
- b. The Licensee further acknowledges, accepts and agrees that no such expectation on the part of the Licensee for, right or entitlement to the grant of a foreshore lease or future licence in respect of all, or any part of the licensed area, exists in, or arises from the granting of the licence, whether or not the licence itself is complied with by the Licensee during the term granted, or terminated by the Minister for any reason during its term, or surrendered, or otherwise terminated by the Licensee during the term granted.
- c. The Minister shall have no obligation, or duty of any nature or kind to the Licensee whatsoever, nor shall same exist or arise, or be deemed to exist or arise on the grant of the licence, or during the term of the licence, or on the termination of the licence, to grant or demise a foreshore lease or future licence to the Licensee in respect of all or any part of the licensed area (or any other area) under the applicable foreshore legislation in the State.
- d. In the event that any such right or expectation to a grant of a foreshore lease or future licence in respect of all, or any part of the licensed exists or arises as a result of the grant of the licence, which is denied by the Minister, the Licensee hereby fully waives, extinguishes and relinquishes any such right or entitlement to the grant of a foreshore lease or future licence to the Minister and surrenders any right to claim or seek any such grant.

**And on specific condition that:**

15. The works shall be conducted in accordance with documents submitted with the application.
16. The works shall be conducted within the area marked in red on the drawing titled Foreshore Licence Map 1, Drawing No 1072020.2 dated 05/07/2020 as attached to the licence document.
17. The Licensee shall notify the Department of Housing, Planning and Local Government at least 14 days in advance of the commencement of the works on the foreshore.
18. The Licensee shall notify Inland Fisheries Ireland at in advance of the commencement of any works.
19. The Licensee shall notify Shannon Foynes Harbour Authority in advance of the commencement of any works.

Dated this 6<sup>th</sup> day of October 2020

Roger Harrington.

Roger Harrington

For the Minister for Housing, Local Government and Heritage

An Officer authorised in this by the said Minister

## **Schedule 1 – Foreshore Licence Map**