

**SITE INVESTIGATION LICENCE UNDER SECTION 3 OF THE FORESHORE ACT  
1933**

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

1. This Licence shall remain in force for the term of one (1) year 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 marine site investigation works shall be carried out in the area delineated in red on Drawing number IW-10015229-03-04-001, Rev. 1, titled "Foreshore Licence Map" annexed hereto (**Schedule 1**).
4. The marine site investigation works 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 marine site investigation works 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 marine site investigation works is utilised, so as to reduce the impact of the proposed works/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 ensure that on completion of the marine site investigation works all non-commercially sensitive environmental data collected shall be provided to the Marine Institute, in a standard format to be specified by the Marine Institute and within a reasonable timeframe to be agreed with the Marine Institute. The Marine Institute will, on request, make this data available to individuals and organizations, in line with its data policy.
9. The Licensee shall pay to the Minister the sum of € [redacted] the signing hereof.

10. 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.
11. 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and upon determination of such notice the Licence and permission hereby granted shall be deemed to be revoked and withdrawn without any liability for the payment of compensation by the Minister to the Licensee.
12. 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 works 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.
13. 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.
14. Any notice to be given by the Minister may be transmitted through the Post Office addressed to the Licensee at its last known address.

**15. Disclaimer and Waiver:**

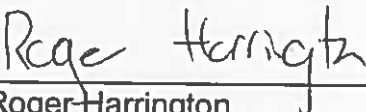
- a. The Licensee acknowledges, accepts and agrees that the grant of this licence does not give rise on the part of the Licensee to any expectation whatsoever for, right or entitlement to a grant of a foreshore lease or future licence to the Licensee by the Minister in respect of all, or any part of 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:-**

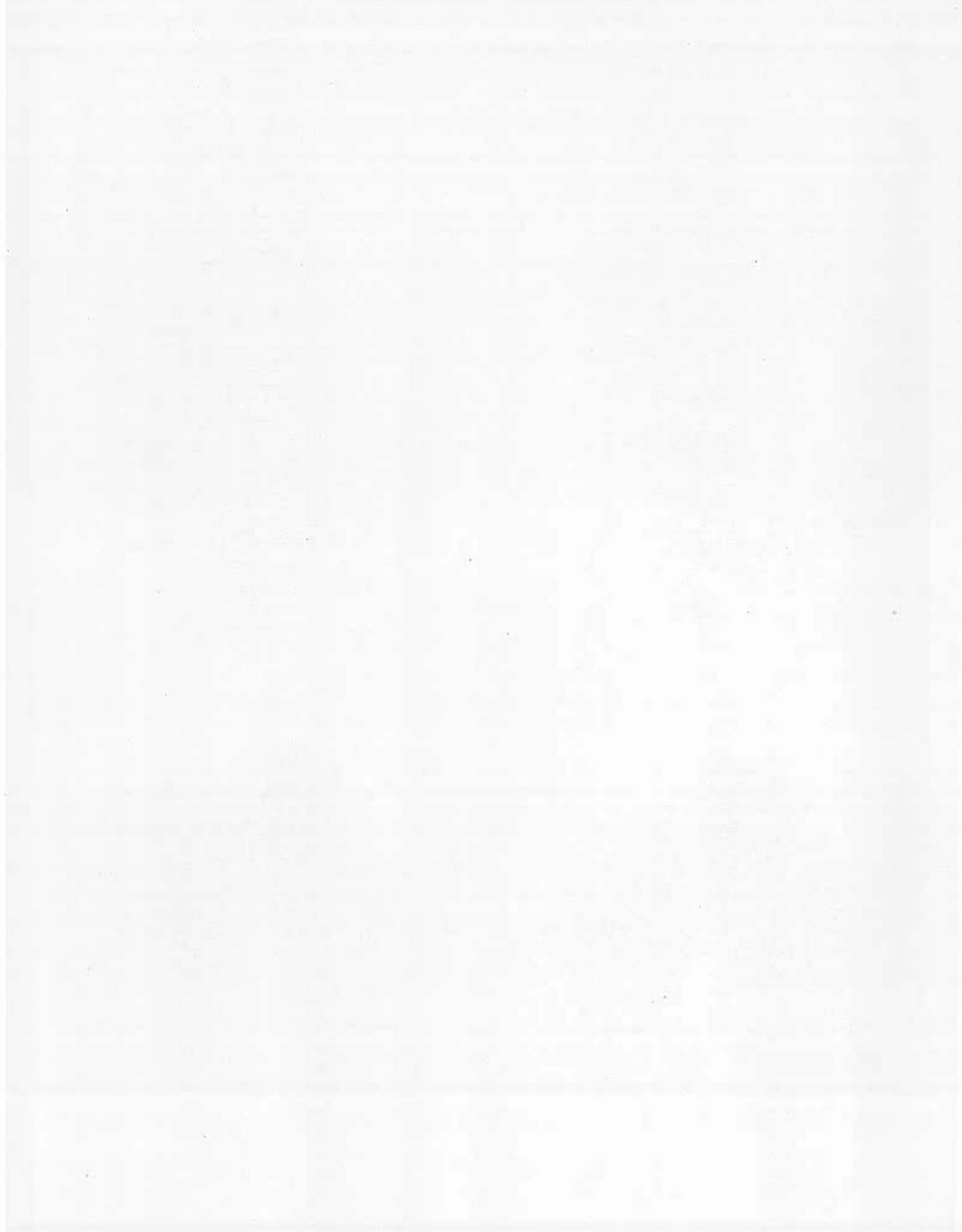
16. The Licensee shall notify the Department of Housing, Planning and Local Government at least 14 days in advance of the commencement of the works on the foreshore.
17. The works shall be conducted in accordance with the "Schedule of Proposed Marine Ground Investigation Locations – Whitegate Aghada UTAS" (Schedule 2).
18. The Licensee shall consult with local fishermen if there is going to be an exclusion zone put into effect for the duration of the drilling.
19. No refuelling of equipment, machinery or plant shall take place on the foreshore.
20. The timing of any seismic surveying shall be agreed in advance with IFI (Macroom) in the context of migratory fish species using the survey area for access to and from Cork Harbour and tributary rivers.
21. The Licensee shall use soft-start and ramp-up procedures for any sound-generating surveys undertaken – both on a day-to-day basis and on re-start after any stoppages within any day.
22. The duration of noise-generating surveys shall be reduced to the minimum necessary to collect results of sufficient quality.
23. No storage of machinery or plant shall take place on the foreshore.
24. The Licensee shall ensure that appropriate methods of operation are adopted in order to ensure that no spillages of fuel, hydrocarbons, cement or other leakages to the foreshore occur during the works.
25. The Licensee shall arrange the publication of a local marine notice. This local marine notice should give a general description of operations and approximate dates of commencement and completion. An advertisement in a locally read newspaper will suffice.
26. The Licensee shall ensure that all vessels/floating plant have appropriate certification from the Marine Survey Office.

27. The Licensee shall consult with the Port of Cork prior to the commencement of and during any works.
28. The results of the SI works (e.g. cores, grab samples, etc.) shall be included in an Underwater Archaeological Impact Assessment (UAIA) to be submitted to the Department of Culture, Heritage and the Gaeltacht prior to any future proposed works being undertaken.
29. During the course of the works the Licensee shall comply with all relevant Health & Safety legislation.

  
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Roger Harrington  
Principal Officer

An officer authorised in this behalf by the said Minister  
Dated this 14<sup>th</sup> day of December 2018

## Schedule 1 – Foreshore Licence Map



**Schedule 2 – Schedule of Proposed Marine Investigation Locations**

# Schedule of Proposed Marine Ground Investigation Locations – Whitegate Aghada UTAS

Schedule to be read in conjunction with Drawing IW-10015229-03-04-001 and the supporting information provided with the application for the foreshore licence for the ground investigation for the UTAS project at Whitegate Aghada.

GI Number	Type <sup>2</sup>	Length	Depth	A (starling)		B (ending)		Surface Type	Vessel Type	Remarks
				Easting <sup>3</sup>	Northing	Easting	Northing			
BGS606	BGS	N/A	N/A	582241	561754	n/a	n/a	Foreshore	Jack up barge/floating Pontoon	Foreshore <sup>9</sup> Arch <sup>9</sup>
BGS607	BGS	N/A	N/A	581783	561738	n/a	n/a	Foreshore	Jack up barge/floating Pontoon	Foreshore <sup>9</sup> Arch <sup>9</sup>
BGS608	BGS	N/A	N/A	581737	561230	n/a	n/a	Foreshore	Jack up barge/floating Pontoon	Foreshore <sup>9</sup> Arch <sup>9</sup>
BGS609	BGS	N/A	N/A	582117	560857	n/a	n/a	Foreshore	Jack up barge/floating Pontoon	Foreshore <sup>9</sup> Arch <sup>9</sup>
BGS610	BGS	N/A	N/A	582497	561375	n/a	n/a	Foreshore	Jack up barge/floating Pontoon	Foreshore <sup>9</sup> Arch <sup>9</sup>
TCBH601	BH/RC	N/A	15	582402	561541	n/a	n/a	Foreshore	Jack up barge/floating Pontoon	Foreshore <sup>9</sup> Arch <sup>9</sup>
TCBH602	BH/RC	N/A	15	582501	561679	n/a	n/a	Foreshore	Jack up barge/floating Pontoon	Foreshore <sup>9</sup> Arch <sup>9</sup>
TCBH603	BH/RC	N/A	15	582610	561812	n/a	n/a	Beach	Jack up barge/floating Pontoon	Foreshore <sup>9</sup> Arch <sup>9</sup>
TCBH604	BH/RC	N/A	15	582671	561833	n/a	n/a	Beach	Jack up barge/floating Pontoon	Foreshore <sup>9</sup> Arch <sup>9</sup>
GP601	GP	50		582367	561534	582408	561505	Foreshore	Boat with trailing equipment	Geophys <sup>10</sup>
GP602	GP	50		582431	561624	582472	561595	Foreshore	Boat with trailing equipment	Geophys <sup>10</sup>
GP603	GP	50		582495	561714	582536	561685	Foreshore	Boat with trailing equipment	Geophys <sup>10</sup>
GP604	GP	270.5		582373	561499	582530	561720	Foreshore	Boat with trailing equipment	Geophys <sup>10</sup>
Sub bottom	GP	138ha, Approx.						Foreshore	Boat with trailing equipment	Sub-bottom <sup>11</sup>

## Notes:

- BH = Borehole, RC = Rotary Core, ST = Silt Trench, TP = Trial Pit, IP = Inspection Pit, BGS = Benthic Grab sample, PLT = Plate Load Test, WAC = Waste Acceptance Criteria Sample, SPA = Special Protection Area ([www.npws.ie](http://www.npws.ie)), ATT = Archaeological Test Trench.
- Coordinates given in ITM
- An archaeologist may be required at those locations. Contact archaeologist before excavating for specific requirements.
- Benthic surface grab sample. See foreshore licence and Section 2.4.6 and 2.9 for restrictions.
- Geophysical survey including underwater MASW and seismic refraction as per this specification.
- Sub bottom profiling as per the ROO and drawings