

Article 4 – Obligations of the Municipality

1. For the purpose of realising the Construction Plan, the Municipality will conduct the procedure as referred to in Article 3.8 of the Spatial Planning Act (*Wet Ruimtelijke Ordening*) and will then endeavour to issue the necessary zoning plan revision and environmental permit(s), as well as any other municipal permits or authorisations or exemptions that are directly or indirectly required for or expedient to the Construction Plan, to the Operator in a timely manner in accordance with the Schedule, provided that admissible applications to this end have been submitted to the Municipality by the Operator in a timely manner and moreover that the provisions of this Agreement have been satisfied.
2. If public-law obstacles arise which do not allow for the unaltered implementation of the Construction Plan and/or the implementation of the associated public utility facilities, or do not allow for them in a timely manner, the Parties will immediately consult with each other regarding the measures to be taken at that time.

In this context, obstacles are understood to include: the consequences of appeal procedures instituted against resolutions of the Municipality that are necessary for the implementation of the Construction Plan and the related implementation of public utility facilities, as well as the consequences of a responsive instruction by higher authorities.

In the event of necessary measures to be taken, as referred to above, the Parties will endeavour to limit the adverse consequences thereof as much as possible.

3. In the event of damage or additional costs on the part of the Operator in relation to the provisions of Article 7 of the Agreement, as a consequence of the occurrence of the obstacles referred to in paragraph 2 above, these are to be borne entirely by the Operator, unless there is an attributable shortcoming on the part of the Municipality.
4. If the Parties do not reach agreement regarding the measures to be taken as referred to in paragraph 2, either Party has the right to dissolve this Agreement in whole or in part.