



Government of the Netherlands

*Draft version 13 November 2018*

# LEASE FOR CABLES, PIPES, PIPE SLEEVES AND/OR ADDITIONAL WORKS

*Hollandse Kust (zuid) Wind Farm Zone Sites III & IV*

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International.*

## LEASE FOR CABLES, PIPES, PIPE SLEEVES AND/OR ADDITIONAL WORKS

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The undersigned:

1. Mr E. Terpstra, Head of the Agricultural Use Section of the Lettings & Valuations Division of the Central Government Real Estate Agency, with its business address in Assen (Postbus 16700, 2500 BS Den Haag), legally representing the State of the Netherlands in this matter, authorised to do so under the provisions of the Central Government Real Estate Agency Mandate Decision 2016 of 27 June 2016 (Government Gazette, 8 July 2016 no. 35455), acting on behalf of the State Secretary for the Interior and Kingdom Relations, hereinafter also called: **'The State'**;
2. , residing at , by zijn declaration born in on , by profession, hereinafter also called: **'de huurder'**,

Hereinafter jointly called: **'The Parties'**;

### Whereas:

- a. The Parties entered into an agreement on [date] in which they expressed their mutual intention to conclude this lease,
- b. This lease is in line with the permit irrevocably obtained by the lessee, [details], for the operation of sites III and IV of the Hollandse Kust (zuid) Wind Farm Zone,
- c. This lease is necessary for the performance of this operation.

### have agreed as follows:

The State lets to the lessee, who leases: a strip of seabed with a length of metres and a width of , located at , in , recorded in the land register as Municipality of , section , nummers , covering an area of ha., hereinafter also called: **'the Leased Space'**, as roughly highlighted on the drawing attached to this lease (**appendix 1**),

The Lease is subject to the following provisions and conditions:

### Artikel 1. General Terms and Conditions

1. In so far as not provided otherwise below, this Lease is subject to the State Property Service's General Lease Conditions for Unbuilt Immovable Property 2008, hereinafter also called: **'the General Terms and Conditions'**. The General Terms and Conditions were lodged with the court registry of the District Court of Utrecht on 5 March 2008 under number 86/2008, are deemed to be included verbatim in this Lease and to form part of the Lease, and are attached as an appendix to this Lease. The Lessee declares that it has received a copy of these General Terms and Conditions prior to entering into this Lease and it is entirely familiar with the content of these conditions. The General Terms and Conditions are attached to this Lease as **appendix 2**.
2. The following sections of the General Terms and Conditions do not apply to this Lease:
  - a) Section 2(3) and (4), in so far as the payment of rent is concerned
  - b) Section 3
  - c) Section 4(3)
  - d) Section 5(5)

**Central Government Real Estate Agency**

Directie Transacties & Projecten  
Afdeling Verhuur & Taxaties

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2500 BS Den Haag  
Nederland  
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**Date**

**Contractnummer**

**Chamber of Commerce (KvK) number**  
65890604

**IBAN number**  
NL34INGB0705002683

- e) Section 6(5)
  - f) Section 13(1)
  - g) Section 14(b)
  - h) Section 15(1)(a)
  - i) Section 16(2) and (3)
3. The text of Section 15(1)(b) of the General Terms and Conditions ceases to apply and is replaced by the following provision:
    - b. the Lessee fails seriously in the performance of obligations that do not relate to the payment of rent;
  4. Notwithstanding the provisions of Section 15(2) of the General Terms and Conditions, a notice period of at least six months applies.
  5. The text of Section 19(3) of the General Terms and Conditions ceases to apply and is replaced by the following provision:
    3. The individuals designated by the State for this purpose have free access to the Leased Space.
  6. The following definitions are added to Section 1 of the General terms and Conditions:
 

**Restricted Strip:** The restricted strip is the area of land the pipeline owner needs to be able to operate the pipeline safely. This strip is also required to enable inspections and maintenance work to be carried out. The strip is 1.50 metres on each side, measured from the centre line of the pipe.

**Work Area:** that part or those parts of the Leased Space made available by the State to the Lessee's contractor for the installation of electrical infrastructure and/or the performance of maintenance and/or preparation for work on the electrical infrastructure;

**Electrical infrastructure** the cables, pipes and/or pipe sleeves installed or to be installed with the necessary associated works located in, on or above the Leased Space.

**Permit:** The permit irrevocably obtained by the Lessee, [details], following the open procedure for the granting of the permit to operate the Hollandse Kust (zuid) Wind Farm Zone.

Central Government Real Estate Agency

Date

Contractnummer

## Artikel 2. Duration and commencement date

1. This Lease has been entered into for a specified period as referred to in paragraph 3 of this section and/or until notice of termination, commencing/deemed to have commenced on (hereinafter: 'the commencement date').
2. This Lease may only be terminated early with due observance of Section 15 of the General Terms and Conditions.
3. This Lease will end by operation of law if the Lessee, for whatever reason, no longer holds the Permit referred to in Section 1. The provisions relating to cleaning up, removing or otherwise restoring the Leased Space to its state as on commencement of this Lease remain in full force until the Lessee has met all of its obligations.

## Artikel 3. Fees

1. The fee for the use of the Leased Space is a one-off sum of euros ( ).
2. The amount to be paid by the Lessee does not include compensation for:
  - a. Damage or destruction of State property in so far as this cannot be repaired by the Lessee;
  - b. Uninterrupted use of an area of State land, if the State is of the opinion that this use is of any significance;
  - c. Any extension of the leased space pursuant to this Lease.
3. In the event of one of the situations referred to in paragraph 2(a) to (c), the Lessee must pay the State a separate fee at the State's first request. The provisions of Section 2(2) to (5) of the State Property Service's General Lease Conditions for Unbuilt Immovable Property 2008 will then apply.

#### **Artikel 4. Payment method**

The fee referred to in Section 3.1 must be paid via an invoice issued to the Lessee by the State and/or by payment or transfer to account number NL34INGB0705002683 in the name of the Ministry of the Interior and Kingdom Relations, stating **PM**.

Central Government Real  
Estate Agency

Date

#### **Artikel 5. Purpose and use**

1. The Lessee may only use the Leased Space for the installation, possession, use, inspection, maintenance, repair, renewal, extension, replacement, retention or removal of cables, pipes and pipe sleeves, hereinafter also called the works;
2. The renewal, extension or replacement of the works may involve a change in the number or bundles of conductors within the number of circuits specified in this L, where applicable.
3. The Parties explicitly exclude the applicability of the provisions regarding the leasing of living accommodation (Sections 7:232 et seq of the Dutch Civil Code) and those regarding business premises (Sections 7:290 et seq of the Dutch Civil Code) and 'other' built immovable property (Section 7:230a of the Dutch Civil Code), as this matter concerns the leasing and letting of an unbuilt immovable property and the Parties explicitly and unambiguously intend for the Leased Space to be used for this purpose.
4. The abovementioned cables, pipes and pipe sleeves are considered the Lessee's property according to the provisions of Section 5:20(2) of the Dutch Civil Code.

Contractnummer

#### **Artikel 6. Abstention by the State**

When granting rights to third parties, the State will refrain from any action that could place the works referred to in Section 5 at risk.

#### **Artikel 7. Acceptance**

1. The Lessee accepts the Leased Space as found on the commencement date.
2. If the size of the parcels and/or any other description of the parcels that appears in this Lease is incorrect or incomplete, neither the Lessee nor the State may derive any rights from such errors or omissions.

#### **Artikel 8. Waterbed contamination**

The Lessee and the State agree the following with regard to the risk of waterbed contamination in the Leased Space:

1. The State and the Lessee have not had an analysis carried out to establish the existence, if any, of waterbed contamination for the purpose of the present agreement for use.
2. The discovery of waterbed contamination during the term of the present right of superficies shall not constitute a defect.
3. The State shall not be liable for any loss suffered by the Lessee as a result of the existence of waterbed contamination in the parcels.
4. The Lessee shall report all existing waterbed contamination discovered during the operation of the Leased Space and during the term of this agreement to the State without delay.
5. The Lessee shall make every effort to prevent contamination of the ground belonging to the Leased Space during the operation of the Parcels and during the term of the present agreement.
6. The Lessee shall always report any waterbed contamination that is imputable to it and that occurs during the term of the present Lease and any waterbed contamination discovered during the term of the present Lease directly to the State and the manager of the waters, comply with any resultant orders issued by the manager as referred to in Section 5:16 of the Dutch Water Act (*Waterwet*), regardless of the party on which they have been imposed, directly and at its own expense, and shall also submit reports transmitted to

the manager and decisions received from the manager in this context to the State directly. The aforementioned obligation for the Lessee to comply with orders directly and at its own expense shall not apply if the Lessee can prove that the contamination cannot reasonably be attributed to it.

7. The Lessee shall be liable towards the State for the costs of remedying any new contamination of the waterbed belonging to the Leased Space caused by it during the term of the present Lease and for all other loss (including any decrease in value of the Leased Space) and costs the State is faced with as a result of that contamination, unless it can prove that the contamination cannot reasonably be attributed to it.
8. The Lease shall be deemed to continue until any orders to be implemented by the Lessee as referred to in subclause 6 have been implemented to the satisfaction of the manager as evidenced by a decision issued by the manager.
9. The Lessee cannot derive any rights with respect to the State from the obligation to implement orders as referred to in subclause 6 regardless of on whom it has been imposed.

Central Government Real  
Estate Agency

Date

Contractnummer

#### **Artikel 9. Safety**

1. The State shall not do the following within the Leased Space without the Lessee's written permission, which will not be withheld without reasonable grounds:
  - I. in the case of one or more high-voltage lines with one or more underground connections:
    - (a) install any underground cables, pipes or pipe sleeves;
    - (b) carry out any excavations or drive objects into the ground, notwithstanding the provisions hereinafter in (f);
    - (c) extend or change the purpose of any items that were located within the Leased Space at the time of the Lease and that were not to be removed, or that were installed or placed there later with the written permission of the Lessee;
    - (d) grant rights to third parties that could prejudice the undisturbed exercise of the rights granted to the Lessee, or that could be relevant to the Electrical Infrastructure in any way;
    - (e) install any works that could obstruct access to the Leased Space, or connect such works to the Electrical Infrastructure;
    - (f) grant permission to third parties to carry out one or more of the activities referred to in this paragraph or allow such activities; the permission of the Lessee required above in d) and (f) of this paragraph does not apply if the third parties have received written permission from the Lessee for one or more activities referred to in this paragraph.
2. If the State remains in breach of its obligations described in the first paragraph of this Section the Lessee is entitled, immediately and without any notice of default being required, to take any measures it considers necessary to ensure the safety and continuity of the electricity supply and for the purpose of telecommunications.
4. The State or another legitimate user shall only be liable for damage to the Leased Space if an intentional act or wilful recklessness can be imputed to them.
5. The State is equally responsible and liable if an act, omission or damage as described in this Section is carried out by employees or auxiliary persons of the State or other individuals for which it is liable.

#### **Artikel 10. Obligations of the Lessee**

1. When using the Leased Space the Lessee shall wherever possible take into account the interests and wishes of the State or user of the 'restricted' strip of land and in general cause as little obstruction, inconvenience and damage as possible.

2. The Lessee is obliged in consultation with the State, following excavation and other works, to restore the surface of the 'restricted' strip of land and the Work Area as much as possible and as soon as possible - given the existing use at that time - to an entirely comparable, unbuilt state.
3. Prior to carrying out work, the Lessee shall notify the State in a manner appropriate to the circumstances. Such notification may be omitted if the need to immediately carry out work in connection with the continuity and/or safety of the work or use of the work so requires.
4. Following excavation and other works, the Lessee is obliged to restore the restricted strip to its previous state as much as possible and as soon as possible and if necessary to take measures in relation to the removal of excess soil, at the discretion of the State.

Central Government Real  
Estate Agency

Date

Contractnummer

#### **Artikel 11. Cables and pipes**

If the works are carried out near to locations where other cables and pipes and/or other works are present in or on the Leased Space, the Lessee must consult the relevant authorities in due time and follow any instructions issued by these authorities.

#### **Artikel 12. As-built drawings**

Within six months of the completion of the works or of any extension, change or removal, the Lessee must provide the State with clearly legible and comprehensible as-built drawings in duplicate, which accurately show the position of the works present under this Lease in relation to objects present in their surroundings, in which, through which, under which or along which the works are located.

#### **Artikel 13. Access to the Leased Space**

1. The Lessee, its staff, third parties designated by the Lessee, as well as anyone carrying out work on the instructions of all of the aforementioned officers, shall have access to the Leased Space including means of transport and/or goods).
2. The Lessee is entitled to make use of adjacent parcels, provided these parcels belong to the State and provided such use does not cause any unreasonable inconvenience or damage for the State.

#### **Artikel 14. Disposal or agreement for use**

In the event of disposal or agreement for use by the State of the land on which the works are situated, the State shall give the Lessee prior notice of its intention.

#### **Artikel 15. Removal**

1. The Lessee is responsible for removing all Electrical Infrastructure from the Leased Space. When doing so the Lessee must comply with all requirements imposed by the Permit.
2. The Lessee is obliged to restore the seabed of the restricted strip as much as possible - given the existing use at that time - to an entirely comparable, unbuilt state. The Lessee is obliged to reimburse the State for any specifically determined loss of income and work damage the State suffers as a result of the work to remove the Electrical Infrastructure.
3. If the Lessee prefers to reimburse the losses (including any future losses) the State suffers as a result of not removing the Electrical Infrastructure, and the State agrees to this, the State shall subsequently no longer demand payment of any compensation from the Lessee.
4. At the end of this Lease, the State shall not owe the Lessee any remuneration, by whatever name, in connection with the termination of this Lease.

#### **Artikel 16. Indemnification**

1. The Lessee shall indemnify the State against all claims (of whatever kind) of third parties in respect of loss suffered that can be attributed to the use of the 'restricted' strip of land in order to do everything in it, on it and/or above it relating to the installation, possession, use, inspection, maintenance, repair,

renewal, extension, replacement, re-routing underground or removal of the works by the Lessee.

2. In the event of loss, including consequential loss, which has a causal link to the use of the 'restricted' strip of land in order to do everything in it, on it and/or above it relating to the installation, possession, use, inspection, maintenance, repair, renewal, extension, replacement, re-routing underground or removal of the works, suffered by a State user or users of land immediately adjoining the Leased Space, the Lessee shall compensate that land user or those land users directly. The Lessee indemnifies the State against claims relating to any such loss or consequential loss.

**Central Government Real Estate Agency**

**Date**

**Contractnummer**

**Artikel 17. Appendices**

1. The following appendices are attached to this Lease:
  - 1) the General Terms and Conditions;
  - 2) highlighted drawing;
2. The appendices listed in paragraph 1 form an integral part of this Lease. In the event of any conflict between this Lease and any of the above appendices, this Lease shall take precedence.

**Artikel 18.**

Where this Lease and the General Terms and Conditions that apply to it refer to 'State Property or State Property Service', this should be read as Central Government Real Estate Agency.

Drawn up in duplicate and signed in the Parties' respective places of business, the

On behalf of the State of the Netherlands,  
The State Secretary for the Interior and  
Kingdom Relations,  
on whose behalf,

de huurder

E. Terpstra  
*Head of the Agricultural Use Section*



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© Netherlands Enterprise Agency | November 2018  
Publication number: RVO-181-1801/RP-DUZA

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Netherlands Enterprise Agency is part of the ministry of Economic Affairs and Climate Policy.