

**2020-0179**

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT**

**ORDINANCE NO. 20-7-5**

An ordinance to approve and authorize the Parish President to execute a perpetual Right-of-Way Contract on behalf of St. Charles Parish as Grantor, in favor of Phillips 66 Alliance H2PL LLC as Grantee, across one tract of land located in Section 64, Township 13 South, Range 21 East, and one tract of land located in Section 25, Township 13 South, Range 21 East.

**WHEREAS,** permanent servitude over property owned by St. Charles Parish is needed for the construction and maintenance of one certain pipeline and appurtenances thereto; and,

**WHEREAS,** said properties over which said servitude is needed are more particularly described on Exhibits A and B and Exhibits C and D in the Right of Way Contract attached hereto and made a part hereof; and,

**WHEREAS,** Phillips 66 Alliance H2PL LLC, as Grantee, will undertake construction of the pipeline referenced above and will install and maintain said pipeline under the terms and conditions of the Right-of-Way Contract attached to and made a part hereof.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Parish President is hereby authorized to execute the Right-of-Way Contract attached hereto and made a part hereof, from St. Charles Parish, Grantor, to Phillips 66 Alliance H2PL LLC, Grantee, for the purposes stated above.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS:       BENEDETTO, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS,  
              DUFRENE, BELLOCK, FISHER, FISHER-PERRIER  
NAYS:       NONE  
ABSENT:     NONE

And the ordinance was declared adopted this 6th day of July, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *[Signature]*

SECRETARY: *Michelle Dizon*

DLVD/PARISH PRESIDENT: July 7, 2020

APPROVED: *[Signature]* DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: *Math Jewell*

RETD/SECRETARY: July 8, 2020

AT: 12:47 pm RECD BY: *[Signature]*

RECORDED IN THE ST. CHARLES PARISH  
CLERK OF COURT OFFICE  
ON August 19, 2020  
AS ENTRY NO. 451397  
IN MORTGAGE/CONVEYANCE BOOK  
NO. 895 FOLIO 148

**RIGHT-OF-WAY CONTRACT**

STATE OF LOUISIANA	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
PARISH OF ST. CHARLES	§	

FOR AND IN CONSIDERATION of the sum of One Thousand and No/100ths (\$1,000.00) Dollars (\$1,000.00) per rod and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, **St. Charles Parish**, herein referred to as “Grantor” whether one or more, does hereby GRANT, BARGAIN, SELL and CONVEY unto Phillips 66 Alliance H2PL LLC, whose address is 2331 CityWest Blvd., Houston, TX 77042, and its successors and assigns, herein referred to as “Grantee”, a thirty-foot (30’) wide right-of-way on, over, through, upon, under and across the lands, as more particularly described in Exhibits “A” and “B” and Exhibits “C” and “D” attached hereto and incorporated herein, for the right from time to time to survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace with same or different size pipe, relay, relocate, mark, remove and/or abandon in place one (1) pipeline (the “Pipeline”); above ground valves; appurtenances; cathodic protection equipment, including the necessary electric rectifiers mounted above ground on poles with wires connecting to a source of AC or DC electricity; generators; ground beds, cables and deep wells; communication lines; electric lines and appurtenances; and fences and structures to enclose above ground facilities at the sole discretion of Grantee (all of the above herein being collectively referred to as “Facilities”).

Grantor does also hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee temporary workspace (and extra/additional temporary workspace, if any) (collectively, the “temporary workspace”), as more particularly described in Exhibits “A” and “B” and Exhibits “C” and “D” attached hereto, as needed for exercise of any of the rights granted to Grantee. Grantee shall have the right to use the temporary workspace for a period to extend twenty-four (24) months from the date of construction commencement on Grantor’s property. However, if Grantee has completed its use of the temporary workspace prior to said period, then the temporary workspace shall immediately terminate.

Grantor further grants and conveys unto Grantee the right of unimpaired ingress and egress on, over, across and through the above described lands and right of way including the right to use existing roads on the above described lands, for all purposes necessary or incidental to the exercise of the rights herein granted.

Grantee shall have the right to clear all trees, undergrowth, brush, structures and other obstructions from the herein granted right-of-way. Grantor shall not impound water or build, construct, create or install, nor permit others to impound water or build, construct, create or install, any buildings, structures, fences, trees, engineering works, or any obstructions whatsoever on the herein granted right-of-way, and Grantor will not change the grade of the right-of-way without the express written consent of Grantee.

Grantor reserves the right to use the subject property as it deems necessary and appropriate. Grantor shall provide Grantee with reasonable notice of its intent to cross the property with heavy-wheeled equipment over 10,000 pounds or tracked equipment over 60,000 pounds working on or near pipeline (e.g. dump trucks, backhoe, trackhoe, crane, bulldozer, logging truck, etc.); provided,

however, it does not materially impair Grantee's rights to use said right-of-way or impact the safety of the Facilities, such determination to be made at the sole discretion of Grantee. Any precautionary measures required by Grantee to protect its Facilities shall be furnished at the expense of Grantee at Grantor's request, and should Grantor incur any of these costs, it may invoice Grantee for said actual costs and Grantee shall pay such invoice in full within sixty (60) days of Grantee's receipt of said billing.

Grantee shall bury the Pipeline to a minimum depth of thirty-six inches (36") below the surface of the ground and any then existing drainage ditches, creeks and roads, except at those locations where rock is encountered, the Pipeline may be buried at a lesser depth.

Grantee shall have the right to remove any fence that now crosses or may cross the right-of-way. Prior to cutting any fence, however, Grantee shall brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging. Before the fence wire is cut, it is to be attached to the posts in a manner that there will be no slackening of or damage to the wire. Each such wire gap is to be reinforced so as to be strong enough to prevent livestock from passing through same. Upon completion of initial construction operations, each wire gap will be removed and at Grantee's sole option replaced with (i) fencing of the same or better grade and condition as existed before Grantee cut and gapped same, or (ii) a permanent gate, which gate shall, to the extent reasonably practicable, be constructed out of similar or better grade materials than already used for existing gates on the property. Each entry and exit gate shall be securely closed and locked, except when Grantee or Grantor or their authorized personnel are actually passing through same.

Grantor shall retain all the oil, gas, and other minerals in, on and under the right-of-way; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the right-of-way, but it will be permitted to extract the oil and other minerals from and under the right-of-way by directional drilling and other means so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the right-of-way.

Grantee agrees to comply in all respects, at its sole cost, with all federal, state and local laws, rules, and regulations which are applicable to Grantee's activities hereunder, including without limitation, the construction, use, operation, maintenance, repair and service of Grantee's Pipeline, associated equipment and appurtenances thereto.

Grantee shall use the right-of-way solely for the purposes specified in this Right-of-Way Contract. There shall be no hunting or fishing on the right-of-way on any of Grantor's lands by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time. No firearms or fishing equipment shall be taken on the right-of-way by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time.

Grantor agrees that any payment made hereunder by Grantee for the right-of-way includes full payment for all reasonably anticipated damages to be caused to the surface of Grantor's lands during the initial construction of the Facilities. Grantee agrees to pay a reasonable sum for any actual damage which may be done by Grantee to Grantor's growing crops, if any, located outside of the boundaries of the right-of-way, and to fences of Grantor caused by Grantee's maintenance

operations; provided, however, that Grantee shall not be liable to Grantor for any damages caused on the right-of-way by keeping said right-of-way clear of trees, undergrowth, brush or obstructions in the exercise of the rights herein granted. Any payment due under this Right-of-Way Contract may be made directly to any Grantor if there be more than one.

Grantee shall restore the contour of the right-of-way, as near as reasonably practical to do so, upon completion of all construction, maintenance, replacement or removal operations.

Grantor shall have the right to fully use and enjoy said right-of-way except as to the rights herein before granted and subject to the restrictions set forth herein. Grantor shall have the right, after prior written notice to Grantee and review and approval by Grantee thereof, to construct, reconstruct or maintain streets, sidewalks, roads or drives, road ditches, drainage ditches, and utilities, at any angle over and across the right-of-way; provided, however, it does not materially impair Grantee's rights to use said right-of-way or impact the safety of the Facilities, such determination to be made at the sole discretion of Grantee.

This Right-of-Way Contract constitutes the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of this Right-of-Way Contract. Grantor confirms and agrees that Grantor has been made no promise or agreement by Grantee or any agent of Grantee (which is not expressed or referenced specifically within the Right-of-Way Contract) in executing this Right-of-Way Contract, that Grantor is not relying upon any statement or representation of Grantee or any agent of Grantee and that Grantor's execution of this Right-of-Way Contract is free and voluntary; this Right-of-Way Contract may not be modified or amended except on or after the date hereof by a writing signed by the party against whom said modification or amendment is to be enforced and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.

GRANTOR HAS NOT RELIED UPON AND HEREBY EXPRESSLY DISCLAIMS RELIANCE UPON ANY STATEMENTS, REPRESENTATIONS, INFORMATION OR MATERIALS PROVIDED, SUPPLIED OR FURNISHED BY GRANTEE OR OTHERWISE MADE AVAILABLE BY GRANTEE IN THE PUBLIC DOMAIN OR OTHERWISE (OTHER THAN THOSE MADE IN THIS RIGHT-OF-WAY CONTRACT).

The provisions of this Right-of-Way Contract are to be considered a covenant that runs with the land herein described, and the terms, conditions, and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto. The right-of-way and rights herein granted may be transferred, leased or assigned, from time to time, in whole or in part, and the rights herein granted, or any of them, may be exercised by any or all of the Grantees, their successors and/or assigns, either jointly or separately.

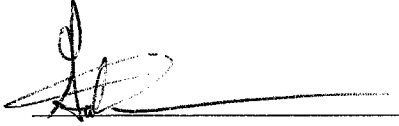
This Right-of-Way Contract may be signed in counterparts with the same effect as if each executing party signed one instrument.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the 20 day of July 2020 (the "Effective Date").

Witnesses

GRANTOR

St. Charles Parish



Grant Duison  
Printed Name

Billy Raymond  
Billy Raymond  
Printed Name



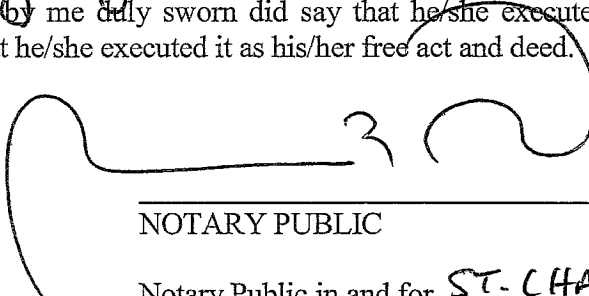
Matthew Jewell  
Printed Name  
President  
Title

STATE OF LOUISIANA

~~COCAINE~~ PARISH OF ST. CHARLES

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On this 20<sup>th</sup> day of July 2020, MATTHEW JEWELL personally appeared, who, being by me duly sworn did say that he/she executed the foregoing instrument, and acknowledged that he/she executed it as his/her free act and deed.



NOTARY PUBLIC

Notary Public in and for ST. CHARLES  
~~County~~/Parish

(Subscribing Witness Acknowledgment – For Use in Louisiana Only)

STATE OF LOUISIANA

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PARISH OF N/A

On this N/A day of N/A, 2020, before me N/A, the undersigned officer, personally appeared N/A, who, being by me duly sworn did say that he/she was one of the subscribing witnesses to the execution of the foregoing instrument by N/A, who signed the same in his presence and that of the other subscribing witness to signatures whose names are affixed as such, and that he now recognizes all said signatures to be true and genuine.

N/A  
NOTARY PUBLIC  
Notary Printed Name: N/A  
Bar Roll or Notary: N/A

STATE OF LOUISIANA

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PARISH OF N/A

On this N/A day of N/A, 2020, before me N/A, the undersigned officer, personally appeared N/A, who, being by me duly sworn did say that he/she was one of the subscribing witnesses to the execution of the foregoing instrument by N/A, who signed the same in his presence and that of the other subscribing witness to signatures whose names are affixed as such, and that he now recognizes all said signatures to be true and genuine.

N/A  
NOTARY PUBLIC  
Notary Printed Name: NA  
Bar Roll or Notary: N/A

Witnesses

Jeffrey Lousteau  
JEFFREY LOUSTEAU  
Printed Name

Jason Van Horn  
Jason Van Horn  
Printed Name

GRANTEE

Phillips 66 Alliance H2PL LLC

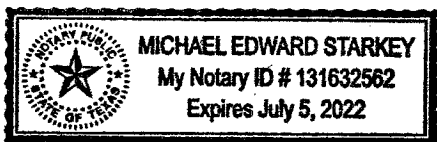
Kevin C. Reiney  
Kevin C. Reiney  
Printed Name  
Attorney-in-Fact  
Title

STATE OF Texas

COUNTY/PARISH OF Harris

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On this 30<sup>th</sup> day of July, 2020, Kevin C. Reiney  
personally appeared, who, being by me duly sworn did say that he/she executed the foregoing  
instrument, and acknowledged that he/she executed it as his/her free act and deed.



Michael Starkey  
NOTARY PUBLIC

Notary Public in and for HARRIS  
County/Parish

(Subscribing Witness Acknowledgment – For Use in Louisiana Only)

STATE OF LOUISIANA

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PARISH OF N/A

On this N/A day of N/A, 2020, before me N/A, the undersigned officer, personally appeared N/A, who, being by me duly sworn did say that he/she was one of the subscribing witnesses to the execution of the foregoing instrument by N/A, who signed the same in his presence and that of the other subscribing witness to signatures whose names are affixed as such, and that he now recognizes all said signatures to be true and genuine.

N/A  
NOTARY PUBLIC  
Notary Printed Name: N/A N/A  
Bar Roll or Notary: N/A

STATE OF LOUISIANA

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PARISH OF N/A

On this N/A day of N/A, 2020, before me N/A, the undersigned officer, personally appeared N/A, who, being by me duly sworn did say that he/she was one of the subscribing witnesses to the execution of the foregoing instrument by N/A, who signed the same in his presence and that of the other subscribing witness to signatures whose names are affixed as such, and that he now recognizes all said signatures to be true and genuine.

N/A  
NOTARY PUBLIC  
Notary Printed Name: N/A N/A  
Bar Roll or Notary: N/A





PHILLIPS 66 ALLIANCE H2PL LLC

### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that **Phillips 66 Alliance H2PL LLC** a limited liability company organized and existing under and by virtue of the laws of the State of Delaware, United States of America (the "Company"), acting herein through the undersigned duly authorized officer, does hereby empower **Kevin C. Reiney** as its true and lawful attorney-in-fact, to exercise the following powers for it and in its name, place and stead, from the date hereof, until canceled or terminated:

- (1) to purchase, lease or otherwise acquire; to hold, maintain, improve, operate, or otherwise use; to sell, exchange, let, sublet, convey, surrender or otherwise dispose of or turn to account: any and all kinds of real and personal property and any and all rights and interests therein (including, without limiting the generality of the foregoing, oil, gas and/or other mineral leases, options, permits, royalties and other mineral rights);
- (2) to impose, establish, acquire, surrender or release servitudes or easements;
- (3) to make application for governmental franchises or permits of every kind and nature;
- (4) to enter into any instruments relating to claims for and against the Company arising out of contract, alleged negligence or any other basis, including but not restricted to compromises, settlement agreements, releases, covenants not to sue, surety bonds, indemnity bonds and hold harmless agreements, and any and all instruments relating to applications and reports for workers' compensation, including but not limited to applications, financial statements; report of employers' qualifications, injury and accident reports;
- (5) to enter into any and all instruments relating to ad valorem tax matters and in connection therewith to file for and accept refunds and to give notices to any agencies and bodies on behalf of the Company; and
- (6) to do such things, perform such acts and to execute, acknowledge and deliver such instruments as may be necessary or convenient in connection with any of the foregoing.

The powers herein conferred shall extend to all acts and transactions in any state of the United States or in any county or parish thereof or in the District of Columbia or within the limits of the Continental Shelf appertaining to the United States of America.

The Company hereby declares that each and every thing done, act performed and instrument executed and delivered by its said attorney-in-fact, in connection with the exercise of any or all of the powers hereinabove enumerated, shall be good, valid and effectual to all intents and purposes as if the same had been done, performed, executed or delivered by the said Company

in its corporate presence as the case may be; and it hereby ratifies whatsoever said attorney-in-fact shall lawfully do by virtue hereof.

IN WITNESS WHEREOF, Company has caused these presents to be subscribed and its corporate seal to be affixed this 23<sup>rd</sup> day of July 2020.

Attest:

PHILLIPS 66 ALLIANCE H2PL LLC

By: Debra M. Green  
Debra M. Green  
Assistant Secretary

By: Robert S. Bryce  
Robert S. Bryce  
Vice President



STATE OF TEXAS

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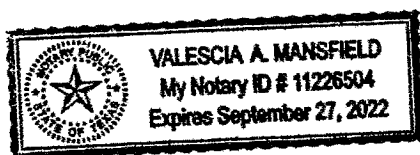
COUNTY OF HARRIS

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Before me, the undersigned Notary Public in and for the State of Texas, County of Harris, the United States of America, on this day personally appeared Robert S. Bryce, Phillips 66 Alliance H2PL LLC known by me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of Phillips 66 Alliance H2PL LLC for the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal in the City of Houston, County of Harris, State of Texas, the United States of America, this 23<sup>rd</sup> day of July 2020.



Valescia A. Mansfield  
Notary Public

(Subscribing Witness Acknowledgment – For Use in Louisiana Only)

STATE OF LOUISIANA

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PARISH OF N/A

On this N/A day of N/A, 2020, before me N/A, the undersigned officer, personally appeared N/A, who, being by me duly sworn did say that he/she was one of the subscribing witnesses to the execution of the foregoing instrument by N/A, who signed the same in his presence and that of the other subscribing witness to signatures whose names are affixed as such, and that he now recognizes all said signatures to be true and genuine.

N/A  
NOTARY PUBLIC  
Notary Printed Name: N/A  
Bar Roll or Notary: N/A

STATE OF LOUISIANA

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PARISH OF N/A

On this N/A day of N/A, 2020, before me N/A, the undersigned officer, personally appeared N/A, who, being by me duly sworn did say that he/she was one of the subscribing witnesses to the execution of the foregoing instrument by N/A, who signed the same in his presence and that of the other subscribing witness to signatures whose names are affixed as such, and that he now recognizes all said signatures to be true and genuine.

N/A  
NOTARY PUBLIC  
Notary Printed Name: N/A  
Bar Roll or Notary: N/A

**Exhibit "A"**  
**LA-SC-006.000**  
**ST. CHARLES PARISH, LOUISIANA**  
**PHILLIPS 66 ALLIANCE H2PL LLC**  
**Thirty Foot (30') Permanent Servitude**  
**Across a 3.16 Acre Tract**  
**PARISH OF ST. CHARLES**  
**Located in Section 64, T13S-R21E**

**LEGAL DESCRIPTION:**

A survey line of a Thirty Foot (30') wide permanent servitude, temporary servitude and access being situated on a certain tract of land 3.16 acres of land situated in Section 64, T13S -T21E, St. Charles Parish, Louisiana, more specifically described in Donation dated December 4, 1989 from Monsanto Company, a Delaware corporation, to the Parish of St. Charles, Louisiana recorded in Book 419, Page 273, of the conveyance records of the Office of Clerk of Court, St. Charles Parish, Louisiana, less and except any conveyances heretofore made. The sideline boundaries of said Thirty Foot (30') wide permanent servitude are located 15 feet to the right and 15 feet to the left of the below described survey line. Said sideline boundaries are located parallel with and adjacent to said survey line and shall be extended or shortened as the case may be to meet at angle points and/or property lines. Said survey line of the herein described Thirty Foot (30') wide permanent servitude being more fully described as follows:

COMMENCING at a found 1 1/4" iron pipe being the "POINT OF COMMENCEMENT" (P.O.C.), having a Louisiana State Plane South Zone Coordinate of N=516,003.97, E=3,592,917.17, thence North 81° 53' 05" East a distance of 988.09 feet (L1) to the "POINT OF BEGINNING" (P.O.B.).

THENCE, North 78° 34' 54" East a distance of 31.25 feet (L2) to the "POINT OF TERMINATION" (P.O.T.) on the easterly property line of subject tract. Said P.O.T. is located North 22° 21' 35" West a distance of 213.87 feet (L3) a found 1/2" iron rod and having a Louisiana State Plane South Zone Coordinate of N=515,951.84, E=3,594,007.35.

The total length of the survey line of said Thirty foot (30') wide permanent servitude is 31.25 feet or 1.89± rods and contains 0.02± acres. The total area of the temporary servitude contains 0.01± acres. The total area of the extra temporary workspace contains 0.003± acres.

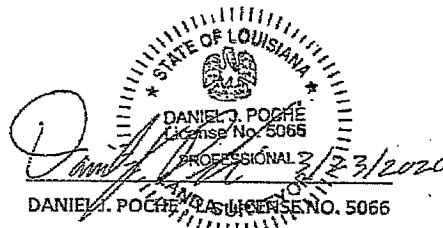
The above-described permanent servitude is shown on a plat prepared by Morris P. Hebert, Inc. (CADD File No. LA-SC-006.000.DWG) dated 12/18/19, revised 03/23/2020 Titled "PERMANENT SERVITUDE ACROSS PARISH OF ST. CHARLES LOCATED IN SECTIONS 64, T13S-R21E ST. CHARLES PARISH, LOUISIANA" and is attached hereto as Exhibit "B".

**NOTES:**

Coordinates, Bearings and distances indicated herein are grid derived and based on an on-the-ground survey, and are referenced to the Louisiana Coordinate System, 1983 South Zone US Survey Foot; as derived from a Global Positioning System (GPS) static survey.

Title and ownership information indicated herein is based on a search of the records of St. Charles Parish, Louisiana and was furnished by Phillips 66 Pipeline LLC.

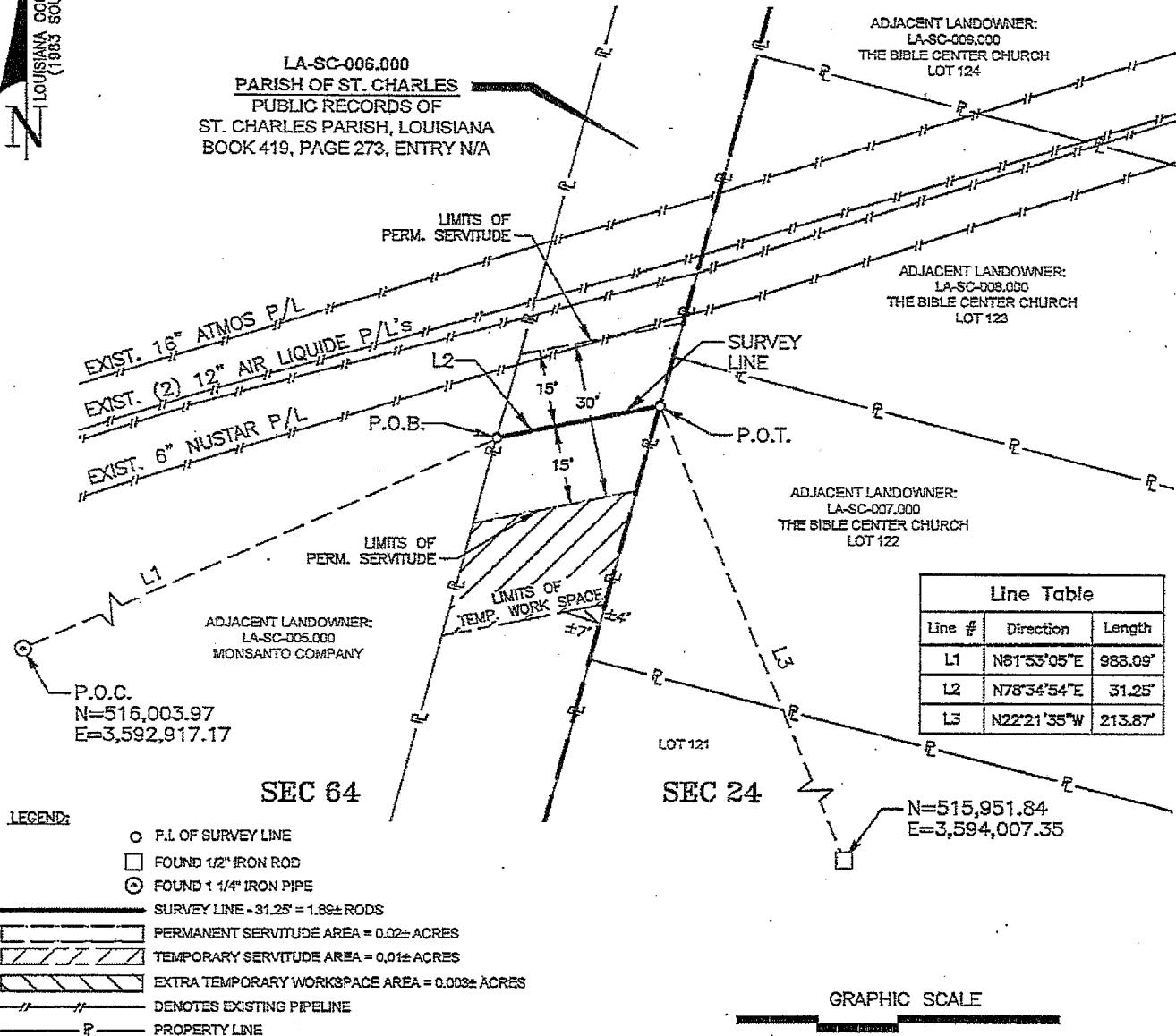
MORRIS P. HEBERT, INC.  
116 VENTURE BLVD.  
P.O. BOX 3106  
HOUMA, LOUISIANA 70361  
(985) 879 - 2731: voice  
APPROVED:



P:\01-Survey-Projects\Phillips 66\13312 H2 Pipeline\DWG\ROW\ST Charles\LA-SC-006.000\_REV 1.dwg PLOT DATE: 3/23/20 9:44:23am

LOUISIANA COORDINATE SYSTEM  
(1983 SOUTH ZONE)

ST. CHARLES PARISH, LOUISIANA  
SECTION 64, T13S-R21E  
EXHIBIT "B"



Phillips 66  
Alliance H2PL LLC



Morris P. Hebert, Inc.  
SURVEYING • ENGINEERING • ENVIRONMENTAL • GIS  
P.O. BOX 3106 • 116 VENTURE BLVD. • HOUMA, LOUISIANA 70361 • (855) 879-2731  
HOUMA, LA • HOUSTON, TX • SAN ANTONIO, TX • MIDLAND, TX  
TEXAS SURVEY FIRM REGISTRATION NUMBER: 10193786 (HOUMA OFFICE)

PERMANENT SERVITUDE ACROSS  
PARISH OF ST. CHARLES  
LOCATED IN  
SECTION 64, T13S-R21E  
ST. CHARLES PARISH, LOUISIANA

DRAWN BY:	BAL	SHEET:	1
CHKD./APPD. BY:	GML/DJP	SCALE:	1" = 30'
UPDATED BY:	JDW	DATE:	12/18/19
DATA BASE:	NA	JOB NO.	13312-00
MPH CAD FILE: LA-SC-006.000_REV 1.DWG			

**Exhibit "C"**  
**LA-SC-023.000**  
**ST. CHARLES PARISH, LOUISIANA**  
**PHILLIPS 66 ALLIANCE H2PL LLC**  
**Thirty Foot (30') Permanent Servitude**  
**A 5.532 ACRES TRACT**  
**PARISH OF ST. CHARLES**  
**Located in Section 25, T13S-R21E**

**LEGAL DESCRIPTION:**

A survey line of a Thirty Foot (30') wide permanent servitude, temporary servitude and access being situated on a certain tract or parcel of land 5.532 acres situated in Section 25, T13S-R21E, St. Charles Parish, Louisiana, more specifically described in Consent Judgment of Expropriation and Grant of Servitude for Drain dated November 19, 1992 from Charles Ostarly, Sr., et al, to the Parish of St. Charles and recorded in Book 459, Page 252 of the conveyance records of the Office of Clerk of Court, St. Charles Parish, Louisiana, less and except any conveyances theretofore made. The sideline boundaries of said Thirty Foot (30') wide permanent servitude are located 15 feet to the right and 15 feet to the left of the below described survey line. Said sideline boundaries are located parallel with and adjacent to said survey line and shall be extended or shortened as the case may be to meet at angle points and/or property lines. Said survey line of the herein described Thirty Foot (30') wide permanent servitude being more fully described as follows:

**COMMENCING** at a found 3/4" iron rod being the **"POINT OF COMMENCEMENT"** (P.O.C.), having a Louisiana State Plane South Zone Coordinate of N = 516,430.76, E = 3,594,734.16, thence South 14°56'43" West a distance of 34.90 feet (L1) to the **"POINT OF BEGINNING"** (P.O.B.).

**THENCE**, North 71°09'08" East a distance of 558.62 feet (L2) to the **"POINT OF TERMINATION"** (P.O.T.) on the easterly property line of subject tract. Said P.O.T. is located South 01°15'19" East a distance of 73.39 feet (L3) from a found 1/2" iron rod and having a Louisiana State Plane South Zone Coordinate of N = 516,650.87, E = 3,595,252.22.

The total length of the survey line of said Thirty foot (30') wide permanent servitude is 558.62 feet or 33.86± rods and contains 0.38± acres. The total area of temporary servitude contains 0.12± acres.

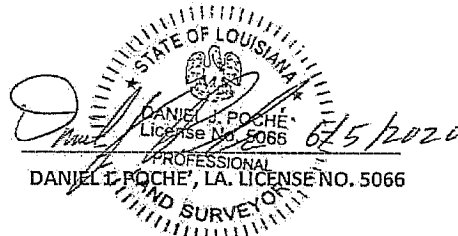
The above-described permanent servitude is shown on a plat prepared by Morris P. Hebert, Inc. (CADD File No. LA-SC-0023.000.DWG) dated 12/18/2019, revised 06/05/2020, Titled **"PERMANENT SERVITUDE ACROSS PARISH OF ST. CHARLES LOCATED IN SECTION 25, T13S-R21E ST. CHARLES PARISH, LOUISIANA"** and is attached hereto as Exhibit "D".

**NOTES:**

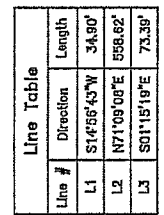
Coordinates, Bearings and distances indicated herein are grid derived and based on an on-the-ground survey, and are referenced to the Louisiana Coordinate System, 1983 South Zone US Survey Foot; as derived from a Global Positioning System (GPS) static survey.

Title and ownership information indicated herein is based on a search of the records of St. Charles Parish, Louisiana and was furnished by Phillips 66 Pipeline LLC.

MORRIS P. HEBERT, INC.  
116 VENTURE BLVD.  
P.O. BOX 3106  
HOUMA, LOUISIANA 70361  
(985) 879-2731: voice  
APPROVED: 06/05/2020



The diagram illustrates the Louisiana Coordinate System (1983 South Zone). It features a circular survey area defined by a dashed line. The area is divided into three vertical sections by two solid lines. The leftmost section is hatched and labeled "LIMITS OF TEMP. WORK SPACE" with a width of 23'. The middle section is labeled "LIMITS OF PERM. SERVICE SURVEY LINE" with a width of 15'. The rightmost section is labeled "LIMITS OF PERM. SERVICE" with a width of 15'. A central vertical line is labeled "30'". To the right of the circular area, a north arrow points towards the top right, labeled "N". Below the north arrow, the text "LOUISIANA COORDINATE SYSTEM (1983 SOUTH ZONE)" is written. At the bottom, a line is labeled "SEC. 24" and "SEC. 25".



NOTES:  
A LEGAL DESCRIPTION OF THIS SERVITUDE (EXHIBIT "C") HEREWITH ACCOMPANIES THIS PLAT.

PUBLIC RECORD DOCUMENTS, TITLE INFORMATION AND MAPS UTILIZED FOR ESTABLISHING THE PROPERTY LINES AS DEFINED ON THIS PLAT WAS PROVIDED BY PHILLIPS 66 PIPELINE LLC. PROPERTY LINES AS SHOWN ARE ILLUSTRATIVE ONLY. DISTANCES AND BEARINGS ARE NOT INTENDED AND SHALL NOT BE CONSIDERED AS DETERMINATIVE OF ACTUAL TITLE FOR THE BENEFIT OF THE GRANTEE OR ADJACENT LANDOWNER.


COORDINATES, BEARINGS & DISTANCES AS SHOWN DERIVED FROM GLOBAL POSITIONING SYSTEM (GPS) SURVEY AND ARE BASED ON LOUISIANA STATE PLANE WAD 83 UFT.

SECTION LINES WERE DERIVED FROM U.S.C. & G.S. 7.5 MINUTE QUADRANGLE AND ARE FOR INFORMATIONAL PURPOSES ONLY.

CERTIFICATIONS  
THIS IS TO CERTIFY THAT THIS SURVEY WAS DONE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL, AND UNLESS OTHERWISE NOTED, THAT I AM A LICENSED SURVEYOR IN THE STATE OF LOUISIANA. I HAVE REVIEWED THE MOST RECENTLY APPLICABLE STANDARDS OF PRACTICE FOR ROUTE SURVEYS AS SET FORTH BY THE LOUISIANA PROFESSIONAL ENGINEERING AND LAND SURVEYING BOARD AND THAT THE ACCURACY SPECIFICATIONS AND POSITIONAL TOLERANCES ARE IN ACCORDANCE WITH CLASS "B" SURVEYS AS INDICATED IN THE ABOVE STANDARDS.

APPROVED: *[Signature]*  
 DANIEL POORE  
 5/2/2020  
 STATE OF LOUISIANA  
 DANIEL POORE, JR.

DANIEL A. ROBERTSON  
 LA. LAND SURVEYOR LICENSE NO. 5066  
 THIS DOCUMENT VALID ONLY WHEN EITHER ORIGINAL  
 CERTIFICATION STAMP OR AN APPROVED SEAL IS  
 IMPRESSED OVER ORIGINAL SIGNATURE



Phillips 66  
Alliance H2PL LLC

**mph**  
Morris P. Hebert Inc.  
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HOUMA, LA • HOUSTON, TX • BAY ANTONIO, TX • MIDLAND, TX  
TEXAS SURVEY FIRM REGISTRATION NUMBER: 10-057676 (HOUMA OFFICE)

2	6-5-2020	DAP
NO.	DATE	REV. BY:
REVISED EXHIBIT LABEL		
REVISION		