

RIGHT-OF-WAY CONTRACT

STATE OF LOUISIANA

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KNOW ALL MEN BY THESE PRESENTS:

PARISH OF ST. CHARLES

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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" 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" 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 _____ day of _____ 2020 (the "Effective Date").

Witnesses

GRANTOR

St. Charles Parish

Printed Name

Printed Name

Title

Printed Name

STATE OF _____

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COUNTY/PARISH OF _____

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On this _____ day of _____ 2020, _____
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 _____
County/Parish

(Subscribing Witness Acknowledgment – For Use in Louisiana Only)

STATE OF LOUISIANA §

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PARISH OF _____ §

On this _____ day of _____, 2020, before me _____, the undersigned officer, personally appeared _____, 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 _____, 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.

NOTARY PUBLIC

Notary Printed Name: _____

Bar Roll or Notary: _____

STATE OF LOUISIANA §

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PARISH OF _____ §

On this _____ day of _____, 2020, before me _____, the undersigned officer, personally appeared _____, 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 _____, 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.

NOTARY PUBLIC

Notary Printed Name: _____

Bar Roll or Notary: _____

Witnesses

GRANTEE

Phillips 66 Alliance H2PL LLC

Printed Name

Printed Name

Title

Printed Name

STATE OF _____

§

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COUNTY/PARISH OF _____

§

On this _____ day of _____ 2020, _____
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