

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" 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,