

TEMPORARY WORKSPACE AGREEMENT

This TEMPORARY WORKSPACE AGREEMENT ("Agreement") dated the _____ day of January 2020, (the "Effective Date") is entered into by and between St. Charles Parish (hereinafter called "Grantor") and Phillips 66 Alliance H2PL LLC, a Delaware limited liability company, with its principal office at 2331 Citywest Blvd. Houston TX 77042its successors and assigns, (hereinafter called "Grantee").

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the parties hereto hereby agree as follows:

1. Grant of Temporary Workspace. For the price of Two Thousand Five Hundred and no/100 (\$ 2500.00) DOLLARS (the "Workspace Fee"), cash, receipt of which is acknowledged, Grantor hereby grants to Grantee, its agents, employees, contractors, and subcontractors the right to enter upon Grantor's land situated in the Parish of St. Charles , State of Louisiana, as more particularly described on Exhibit A, attached hereto and made a part hereof (the "Property"), to clear off and use the surface area of the Property as depicted on the attached Exhibit B. Grantor grants to Grantee the Temporary Workspace during the period commencing on the Effective Date and expiring on December 31, 2021.

2. Grantor's Representations. Grantor hereby covenants and, as of the date hereof, represents and warrants to Grantee that:

(a) Grantor is the legal owner of indefeasible and marketable title to the Property with the right, power and authority to enter into this Agreement and to grant the rights herein with respect to the Temporary Workspace to Grantee, and any consents and authorizations required in connection with the execution and delivery of this Agreement have been obtained.

(b) No party has any option or preferential right to purchase the Property or any part of the Property on which the Temporary Workspace is located.

(c) The execution, delivery and performance by Grantor of this Agreement does not and will not violate or conflict with any provision of Grantor's organizational documents (if Grantor is an organization) or of any agreement to which Grantor is a party or by which Grantor is bound, nor violate or conflict with any law, rule, regulation, judgment, order or decree to which Grantor is subject.

3. Assignment. The terms and conditions of this agreement shall be binding upon and shall inure to the benefit of the parties to this agreement, their successors and assigns. Grantor agrees that it will provide a copy of this Agreement to any prospective purchaser or tenant of the Property.

4. Grantee Indemnity. Grantee will indemnify, defend and save harmless Grantor from any claims or suits which may be asserted against Grantor arising out of any negligent acts of Grantee, its agents or employees, in its exercise of the rights herein granted.

5. Damages. Grantee will repair and damage caused by Grantee, its agents or employees and will return the Property to Grantor upon expiration of this agreement in the condition in which it existed on the effective date, normal wear and tear excepted.

6. Miscellaneous Covenants. (a) This Agreement and all Exhibits attached hereto constitute the entire agreement and understanding of Grantor and Grantee with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal statements or agreements; (b) any amendments to this Agreement must be in writing and executed by both parties; (c) this Agreement is governed by the laws of the State of Louisiana; (d) if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provision shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of Grantor and Grantee as expressed herein; (e) the paragraph headings of this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Agreement; (f) Grantor acknowledges that Grantee has not provided any legal or tax advice to Grantor in connection with the execution of this instrument; and (g) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement in the presence of the undersigned competent witnesses, after due reading of the whole, effective as of the date first written above, intending to be legally bound.

WITNESSES:

GRANTOR:

Printed Name: _____

Printed Name: _____

Title: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

Title: _____

Printed Name: _____

GRANTEE:

PHILLIPS 66 ALLIANCE H2PL LLC

Printed Name: _____

By: _____

Name: _____

Title: _____

Printed Name: _____