

2021-0031

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. 21-2-3

An ordinance to approve and authorize the execution of a Temporary Workspace Agreement and Temporary Road Use Agreement in favor of Phillips 66 Alliance H2PL LLC.

WHEREAS, the Louisiana Commissioner of Conservation granted Phillips 66 Alliance H2PL LLC a certificate of transportation authorizing it to construct, operate and maintain a pipeline for the transportation of hydrogen from Luling to the Alliance Refinery in Plaquemines Parish; and,

WHEREAS, Phillips 66 Alliance H2PL LLC has requested authority to use an access road constructed by St. Charles Parish and a parcel of property formerly utilized as a juvenile detention center during construction of its pipeline; and,

WHEREAS, Phillips 66 Alliance H2PL LLC agreed to the terms and conditions, St. Charles Parish and Phillips 66 Alliance H2PL, LLC has agreed to compensate the parish for the rights requested as set forth in the agreements attached hereto.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the requests of Phillips 66 Alliance H2PL LLC are hereby approved.

SECTION II. That the Parish President is hereby authorized to execute the agreements as proposed on behalf of St. Charles Parish.

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

YEAS: DONALDSON, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS,
DUFRENE, BELLOCK, FISHER, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 8th day of February, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Marlene Bellock

SECRETARY: Michelle Spastato

DLVD/PARISH PRESIDENT: February 9, 2021

APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: February 9, 2021

AT: 3:31 pm RECD BY: [Signature]

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE

ON March 18, 2021

AS ENTRY NO. 457197

IN MORTGAGE/CONVEYANCE BOOK

NO. 903 FOLIO 538

TEMPORARY WORKSPACE AGREEMENT

~~MARCH~~ This TEMPORARY WORKSPACE AGREEMENT ("Agreement") dated the 1st day of ~~January~~ February 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 77042 its 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.

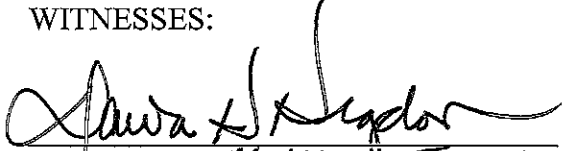
5. Damages. Grantee will repair and damage caused by Grantee, its agents or employees and will return the Property to Grantor upon expiration of this agreement in the condition in which it existed on the effective date, normal wear and tear excepted.

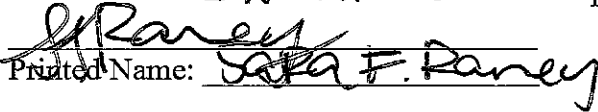
6. Miscellaneous Covenants. (a) This Agreement and all Exhibits attached hereto constitute the entire agreement and understanding of Grantor and Grantee with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal statements or agreements; (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:


Printed Name: DAWN H. Hladot


Printed Name: SARA F. Raney

GRANTOR:


Printed Name: Matthew Jewell
Title: Parish President

Printed Name: X

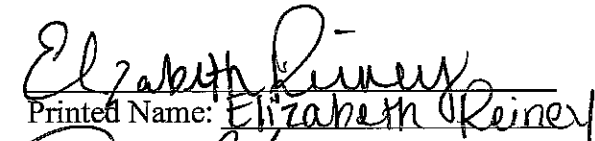
Printed Name: X


Title: X

Printed Name: X

GRANTEE:

PHILLIPS 66 ALLIANCE H2PL LLC


Printed Name: Elizabeth Reiner


Printed Name: ERIKA GIBSON

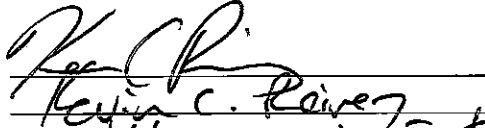
By: 
Name: Kevin C. Rainey
Title: Attorney-in-Fact

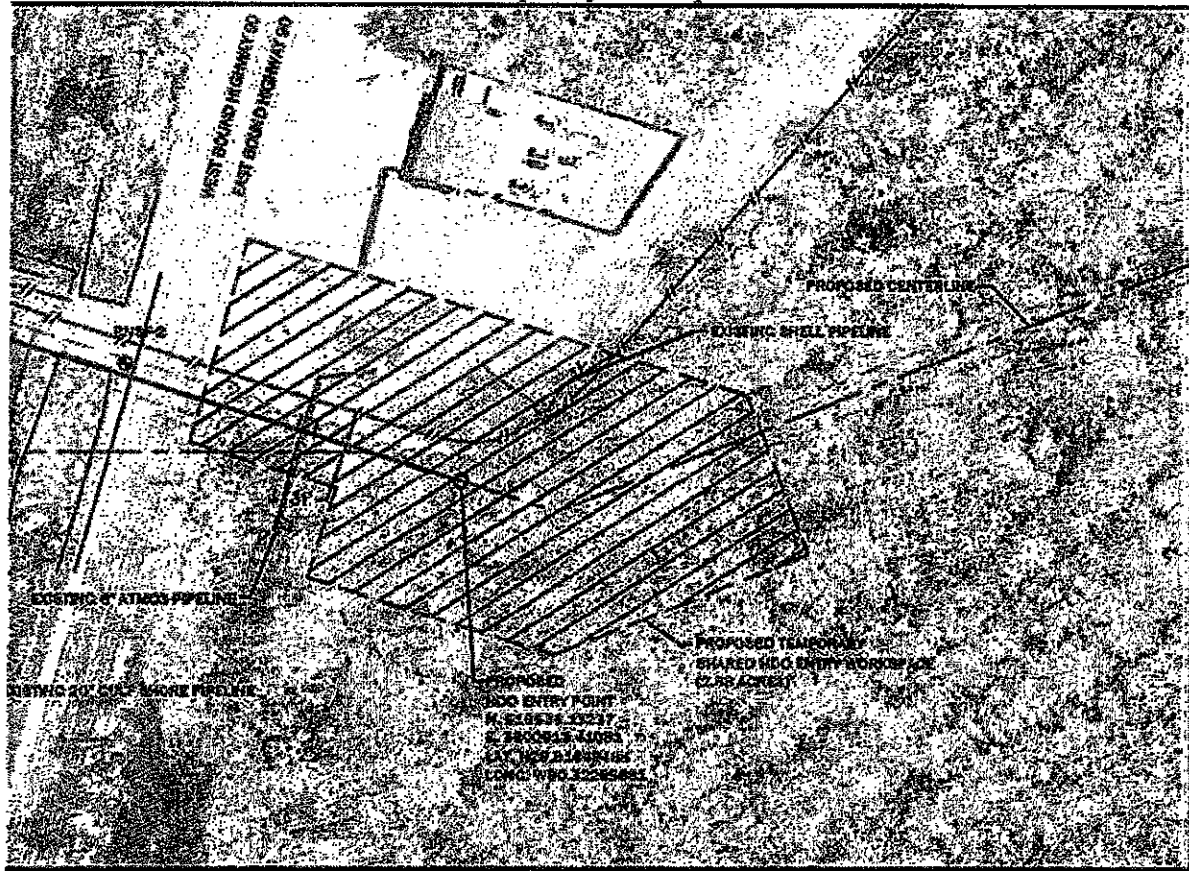
Exhibit "A"

Property Description

That certain tract of property containing 1.786 acres more or less situated in Section 28, Township 13 South, Range 21 East, Parish of St. Charles and more fully described in an Act of Donation from J. B. Levert Land Co., Inc. to St. Charles and St. John The Baptist Police Juries dated November 8, 1976 and recorded in the records of the clerk of court of St. Charles Parish at Page 563 of Conveyance Book 182. Said property having a municipal address of 11635 Highway 90.

Exhibit "B"

Temporary Workspace



PHILLIPS 66 ALLIANCE H2PL LLC

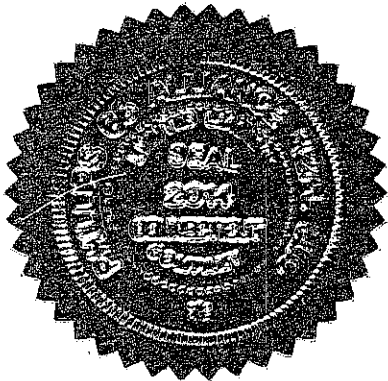


SECRETARY'S CERTIFICATE

I, Debra M. Green, being first duly sworn, depose and say that I am a duly elected, qualified and acting Assistant Secretary of **Phillips 66 Alliance H2PL LLC**, a Delaware limited liability company (the "Company"), and acting within the authority of my said office and for and on behalf of said Company,

I DO HEREBY CERTIFY that attached hereto as **Exhibit A** is a true and correct copy of that certain Power of Attorney authorizing Kevin C. Reiney as attorney-in-fact to act on behalf of the Company, dated July 23, 2020. Said Power of Attorney has not been amended, revoked or rescinded, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as Assistant Secretary of said Company this 8th day of March 2021.

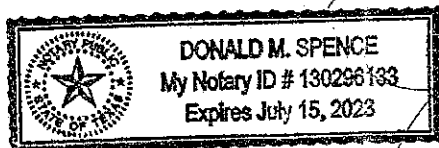


A handwritten signature of Debra M. Green in cursive script.

Debra M. Green
Assistant Secretary
Phillips 66 Alliance H2PL LLC

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on March 8, 2021, by Debra M. Green, Assistant Secretary of Phillips 66 Alliance H2PL LLC, a Delaware limited liability company, on behalf of the Company.

A handwritten signature of the Notary Public, Donald M. Spence, in cursive script.

Notary Public

SECRETARY'S CERTIFICATE

Exhibit A

Phillips 66 Alliance H2PL LLC

Power of Attorney of

Kevin C. Reiney

Dated

July 23, 2020



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.

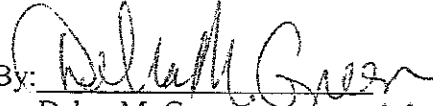
The Company hereby declares that each and every thing done, act performed and instrument executed and delivered by its said attorney-in-fact, in connection with the exercise of any or all of the powers hereinabove enumerated, shall be good, valid and effectual to all intents and purposes as if the same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

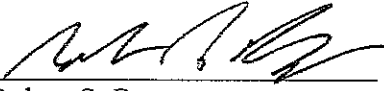
in its corporate presence as the case may be; and it hereby ratifies whatsoever said attorney-in-fact shall lawfully do by virtue hereof.

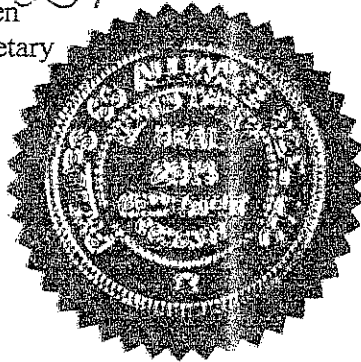
IN WITNESS WHEREOF, Company has caused these presents to be subscribed and its corporate seal to be affixed this 23rd day of July 2020.

Attest:

PHILLIPS 66 ALLIANCE H2PL LLC

By: 
Debra M. Green
Assistant Secretary

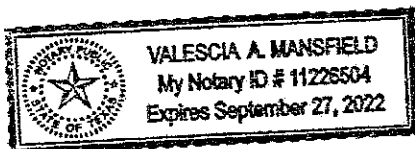
By: 
Robert S. Bryce
Vice President

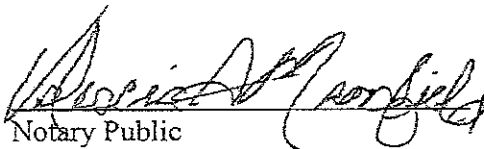


STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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 23rd day of July 2020.




Notary Public

TEMPORARY ROAD USE AGREEMENT

In consideration of Five Thousand and No/100 Dollars (\$5000.00) received, the Parish of St. Charles, a Louisiana political subdivision, whose mailing address is P.O. Box 302, Hahnville, Louisiana 70057 ("Owner"), grants to Phillips 66 Alliance H2PL LLC ("H2PL"), 2331 Citywest Blvd. Houston, Texas 77042 its successors and assigns, the right and servitude to use the road described below ("the Road") for all purposes incident to the construction, operation, inspection, maintenance, repair, replacement or removal of H2PL's pipeline(s) or cable(s) located in St. Charles Parish, Louisiana. The location of the Road is depicted on the aerial photograph attached hereto as Exhibit A.

In further consideration of the right granted by Owner, H2PL agrees that it along with its contractors shall at no time block public access to pump station and other utilities located along the Road.

All rights granted herein shall expire on December 31, 2021.

Upon completion of any activity requiring H2PL's use of the Road, H2PL shall restore the Road as nearly as is reasonably practicable to as good a condition as exists at the time of commencement of H2PL's use of the Road. H2PL shall use its best efforts to ensure that the Road always remains passable during its activities hereunder.

Owner certifies under penalties of perjury that Owner is not a foreign person (as such term is defined in the Internal Revenue Code and applicable regulations), is the owner of the Road and has the right, title and capacity to grant the rights and servitudes herein granted.

The covenants and obligations of this agreement shall run with the land and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto; and the

rights and servitudes herein granted may be leased or assigned, together or separately and in whole or in part.

EXECUTED March 1, , 2021.

WITNESSES:

[Signature]
Printed Name: DAVID A HIGDON

OWNER

[Signature]
Printed Name: N/A

~~OWNER:~~ WITNESSES:

[Signature]
~~St. Charles Parish~~ NAME: Sara F. Farley

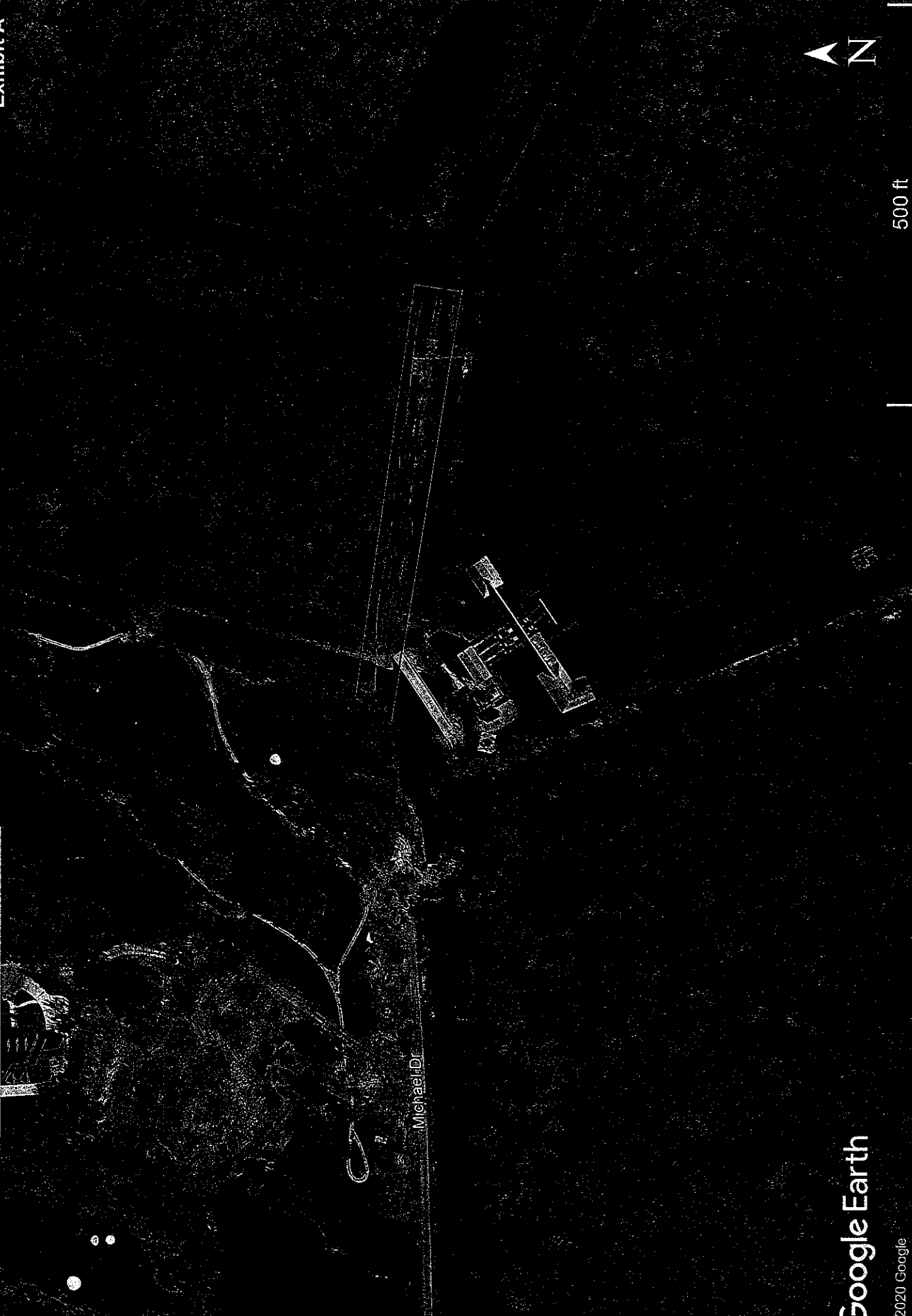
By: Matthew Jewell

Title: Parish President

P66 Alliance H2PL Line Access

Legend

Exhibit A



Google Earth

© 2020 Google

500 ft

PHILLIPS 66 ALLIANCE H2PL LLC

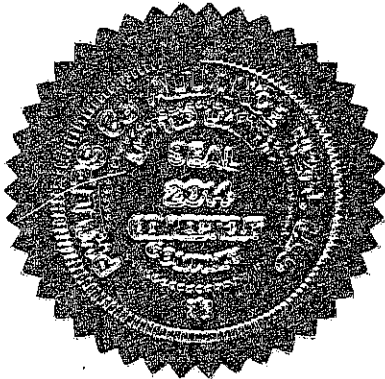


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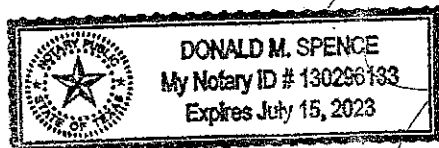


A handwritten signature in cursive script that reads "Debra M. Green".

Debra M. Green
Assistant Secretary
Phillips 66 Alliance H2PL LLC

STATE OF TEXAS §
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COUNTY OF HARRIS §

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Notary Public

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Exhibit A

Phillips 66 Alliance H2PL LLC

Power of Attorney of

Kevin C. Reiney

Dated

July 23, 2020



PHILLIPS 66 ALLIANCE H2PL LLC

POWER OF ATTORNEY

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- (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.

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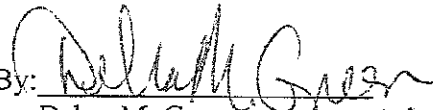
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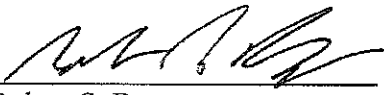
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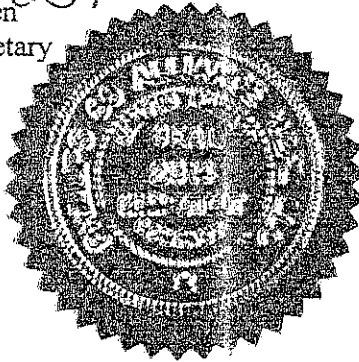
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PHILLIPS 66 ALLIANCE H2PL LLC

By: 
Debra M. Green
Assistant Secretary

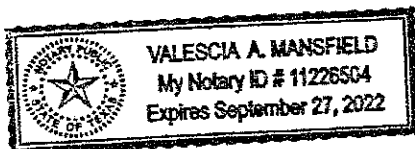
By: 
Robert S. Bryce
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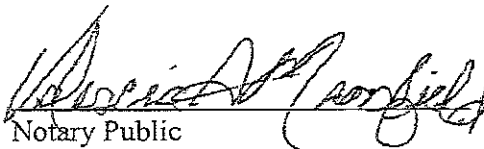


STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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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 23rd day of July 2020.




Notary Public