

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 _____, 2021.

WITNESSES:

OWNER:

Printed Name: _____

St. Charles Parish

By: _____

Printed Name: _____

Title: _____