BILL GARRETT, Davidson County
Trans:T20140043499 DEEDWARRSP
Recvd: 06/19/14 11:24 10 pgs
Fees:53.00 Taxes:1678.32
20140619-0053594

This instrument was prepared by:
Ross A. Crutchfield
Magellan Terminals Holdings, L.P.
Phone: (918) 574-7499
Email: ross.crutchfield@magellanlp.com

Send Tax Bills To:
Marathon Petroleum Company LP
539 S. Main St.
Findlay, OH 45840

Special Warranty Deed

THIS DEED, is entered into on May 30, 2014 to be effective June 1, 2014 between **Magellan Terminals Holdings, L.P.**, a Delaware limited partnership, whose address is One Williams Center, Tulsa, Oklahoma 74172 (the "Grantor") and **Marathon Petroleum Company LP** (f/k/a Marathon Ashland Petroleum LLC), a Delaware limited partnership, whose address is 539 S. Main Street, Findlay, Ohio 45840 (the "Grantee").

For and in consideration of the sum of Five Dollars ($5.00) and other valuable consideration, the receipt and sufficiently of all of which are hereby acknowledged, the Grantor has bargained and sold, and by these presents does transfer and convey unto Grantee, its successors and assigns, an undivided one-half (1/2) interest in real property located in Davidson County, Tennessee and more particularly described on the attached Exhibit "A"

Containing approximately 8.04 acres.

Prior Deed Reference: Quitclaim Deed d. 9-17-2000 from Williams Express Inc. to Williams Energy Ventures Inc. recorded as Document No. 20000922-0094333. **Williams Energy Ventures, Inc. now known as Magellan Terminals Holdings, L.P.See Inst.#20010720-0077164 and Inst. #** Permanent Tax No.: 08214006100, 08214006000, 09302006600 & 09302006601. **20040218-0018887**

together with all improvements, buildings and structures located thereon (the "Property").

The Property is improved property known as 5 Main Street, Nashville, TN 37213.

This conveyance is made subject to those matters set forth on Exhibit B attached.

To have and to hold the Property with the appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns forever. Grantor covenants with Grantee that Grantor is lawfully seized and possessed of the Property in fee simple and Grantor has good right to convey the Property. Grantor for itself and its successors and assigns will warrant and forever defend the title to the Property to Grantee, its successors and assigns, against the lawful claims of

all persons whomsoever claiming by, through or under Grantor (other than claims arising from the matters set forth in Exhibit B), but not further or otherwise.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed the 30th day of May, 2014 to be effective June 1, 2014.

GRANTOR

Magellan Terminals Holdings, L.P.
By: Magellan NGL, LLC, its general partner

APPROVED AS TO FORM RAK Legal Dept.

By: _____
Name: Michael N. Mears
Title: President & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF TULSA)

Personally appeared before me, a Notary Public, Michael N. Mears, President & Chief Executive Officer of Magellan NGL, LLC, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed same as his free act and deed and the free act and deed of Magellan NGL, LLC as the general partner of Magellan Terminals Holdings, L.P.

WITNESS my hand, at office, this 30th day of May, 2014.

_____
NOTARY PUBLIC

My Commission Expires

Notary Public
State of Oklahoma
DEANNE ROSS
TULSA COUNTY
COMMISSION #01014352
Comm. Exp. 09-03-2017

STATE OF OHIO)

COUNTY OF HANCOCK)

The actual consideration or value, whichever is greater, for this transfer is $453,600.00.

GRANTEE:

Marathon Petroleum Company LP
By: MPC Investment LLC
its General Partner

By: _____
Donald C. Templin
Senior Vice President & Chief Financial Officer

Subscribed and sworn to before me this the 30th day of May, 2014.

_____
Notary Public

JEFFREY L. BENSON, Attorney at Law
Notary Public — State of Ohio
Unexpiring Commission
Sec. 147. 03 R. C.

My commission expires:

EXHIBIT "A"

See attached legal description.

EXHIBIT A

TRACT 1

Being part of Lot No. 14 on the Plan of Shelby's Estate, as of record in Plan Book No. 1, pages 10 and 11, Chancery Court at Nashville, described according to a survey made by Z. J. Wilkinson, Surveyor, May 20, 1940, as follows:

Beginning on the Northerly margin of Main Street at a point 797 feet West of the Westerly margin of North 1st Street, said point being the S. E. corner of the "Power Line Tower Lot"; thence with the Easterly line of said Power Lot, N. 29 deg. 15' W. 100 feet to an iron rail; thence with the northerly line of said Tower Lot, S. 60 deg. 45' W. 140 feet to low water mark of Cumberland River; thence with said low water mark, northwardly 200 feet; thence N. 60 deg. 45' E. 374.2 feet to a stake; thence S. 29 deg. 15' E 300 feet to a stake in the northerly margin of Main Street; thence with said street, S. 60 deg. 45' W. 230 feet to the beginning.

Being the same property conveyed to Ashland Oil and Refining Company, its successor corporation being Ashland Oil, Inc., by deed from United Oil Company, a Missouri corporation of record in Book 1676, Page 406, Register's Office for Davidson County, Tennessee.

Tract 2

Land in Davidson County, Tennessee, being two certain parts of Lots Nos. 13 and 14, a part of Mill Street lying between said lots, and a part of a tract of 3 acres and 30 poles lying immediately North of Lot No. 13, all as shown on the Plan of Shelby's Estate, of record in Plan Book 1, pages 10 and 11 of the Chancery Court at Nashville and described as follows:

PART ONE: Beginning at a point in the Northerly margin of Main Street, 437.58 feet more or less West of the Westerly margin of North First Street, said point being 33.5 feet West of the Southwest corner of the property conveyed to L. A. Warren by deed of record in Book 1021, page 338, of the Register's Office for said County; thence North 29° 15' West 153 feet to a point; thence North 83° 57' West 16.5 feet to a point; thence North 18° 05' West 78.3 feet to a point; thence North 16° 19' East 46.9 feet to a point; thence North 29° 15' West 30.9 feet to a point in the South line of Tract No. 2 hereinafter described; thence with the South line of the same South 60° 45' West 163 feet to a point at the Northeast corner of the property conveyed to Ashland Oil & Refining Company by deed from United Oil Company, of record in Book 1676, page 406, said Register's Office; thence with said Company's Easterly line, South 29° 15' East 300 feet to the North margin of Main Street; thence with the margin of the same, North 60° 45' East 129.5 feet to the beginning.

PART TWO: Beginning at the Northeast corner of Tract No. One hereinbefore described, being an inner corner of this tract; thence with the Easterly line of Tract No. 1, South 29° 15' East 30.9 feet to a point; thence leaving Tract One and running North 16° 19' East 114.1 feet to a point; thence North 34° 09' West 379.5 feet to a point in the South line of the Kirkpatrick property, which point is South 60° 15' West 380 feet from North First Street; thence South 60° 15' West 587.7 feet more or less to the low water mark of the Cumberland River; thence up said river with the low water mark, South 29° 34' East 422.5 feet more or less to the Northwest corner of the tract of land that was conveyed to Ashland Oil and Refining Company by deed from United Oil Company, of record in Book 1676, page 406, said Register's Office; thence along the North line of said Oil Company's property, and along the North line of Tract One hereinbefore described, North 60° 45' East 537.2 feet to the beginning.

Being the same property conveyed to Ashland Oil and Refining Company, a Kentucky corporation, by deed from the Jacksonian Company, Inc., a Kentucky corporation of record in Book 1730, Page 442, Register's Office for Davidson County, Tennessee.

Ashland Oil & Refining Company changed its name to Ashland Oil, Inc. by amendment to its Restated Articles of Incorporation, effective as of February 2, 1970.

SAVE AND EXCEPT that tract or parcel of land which was conveyed to Louisville & Nashville Railroad Company by Ashland Oil and Refining Company by deed of record in Book 2134, Page 165, Register's Office for Davidson County, Tennessee, said land being described as follows:

Commencing at a point in the north line of Main Street, said point being seven hundred ninety seven (797.0) feet measured westwardly along said north line of Main Street, from the west line of North First Street, said point also being in the property line between the Grantor and the Electric Power Board of the City of Nashville, Tennessee; thence North 29° 15' West along said property line between the Grantor and the Electric Power Board of the City of Nashville, Tennessee, a distance of one hundred (100) feet to a point, said point being twenty (20) feet eastwardly, at right angles from center line of proposed dump lead connection to be known as tract No. 39-A, the beginning of this description; thence North 28° 49' West twenty (20) feet eastwardly from and parallel to the center line of proposed track No. 39-A, a distance of two hundred ninety four and three tenths (294.3) feet to a point; thence in a northerly direction twenty (20) feet eastwardly from and parallel to the center line of proposed track No. 39-A with a curve to the right, having a radius of four hundred fifty eight and three tenths (458.3) feet, a distance of three hundred seventy two and seven tenths (372.7) feet to a point in the property line between the Grantor and Kirkpatrick Lumber Company, said point being seven hundred (700) feet west, measured along said property line

between the Grantor and Kirkpatrick Lumber Company, from the west line of North First Street, said point also being twenty (20) feet eastwardly, measured along a radial line from the center line of proposed track No. 39-A; thence South 60° 15' West along said property line between the Grantor and Kirkpatrick Lumber Company a distance of seventy (70) feet, more or less, to a point, said point being thirty (30) feet westwardly measured along a radial line from a point in said center line of proposed track No. 39-A; thence in a southerly direction with a curve to the left, having a radius of five hundred eight and three tenths (508.3) feet, and thirty (30) feet westwardly from and parallel to said center line of proposed track No. 39-A, a distance of three hundred sixty and two tenths (360.2) feet to a point; thence South 28° 49' East, thirty (30) feet southwestwardly from and parallel to said center line of proposed track No. 39-A, a distance of two hundred ninety four and eight tenths (294.8) feet to a point in the property line between the Grantor and the Electric Power Board of the City of Nashville, Tennessee; thence in a northeasterly direction along said property line between the Grantor and the Electric Power Board a distance of fifty (50) feet, more or less, to the point of beginning, containing thirty four thousand, one hundred fifty (34,150) square feet more or less, and being part of the same property conveyed to the Grantor by the Jacksonian Company, by deed dated July 18, 1949, recorded in Book 1730, Page 442, and by the United Oil Company, by deed dated November 23, 1948, recorded in Book 1676, Page 406, both in the office of the Register, Davidson County, Tennessee.

FURTHER EXCEPTING that tract or parcel of land which was conveyed to the City of Nashville, Tennessee by Ashland Oil and Refining Company by deed of record in Minute Book 2795, Page 401, Register's Office for Davidson County, Tennessee, said land being described as follows:

Beginning at a point in the northerly margin of Main Street 141.6 feet east of the low water line on the east bank of Cumberland River, said point being the southeast corner of a tract of land owned by the City of Nashville and also being the southwest corner of the tract herein described; thence easterly along the northerly margin of Main Street 359.5 feet to the westerly boundary of a tract of land owned by Jacksonian Co., Inc.; thence, northerly with said boundary line 38.5 feet to a stake; thence, in a southwesterly direction, along a line parallel to the center line of the proposed bridge approach 360.5 feet to the easterly boundary of the lot owned by the City of Nashville; thence, in a southeasterly direction with said boundary line 18 feet to the point of beginning, and containing 10,527.5 square feet, more or less.

EXHIBIT "B"

Permitted Liens

1. Inchoate liens and charges imposed by law, Taxes, assessments, obligations under workers' compensation, unemployment insurance or other social welfare legislation or other requirements, charges or levies of any governmental authority, in each case not yet delinquent and that will be paid by Grantor, if Grantor is responsible for such lien or charge, in the ordinary course of business, or the validity or amount of which is being contested in good faith by Grantor; *provided*, that Grantor shall be responsible for, and shall promptly pay when due, including any interest and penalties, all amounts finally determined to be owed that are the subject of such contest;

2. Easements, servitudes, leases, rights-of-way and other rights, exceptions, reservations, conditions, limitations, covenants and other restrictions or encumbrances that are recorded in the public records or reflected on the final survey, and in all cases that do not materially interfere with or impact Grantee's intended use of the Property;

3. Defects or irregularities in title to the Property which do not materially (A) diminish the value of any of the Property or (B) interfere with the ordinary conduct of business or the use of any of the Property;

4. Any liens consisting of (A) statutory landlord's liens under leases which Grantor, is a Party or other liens on leased property reserved in leases thereof for rent or for compliance with the terms of such leases, (B) rights reserved to or vested in any governmental authority to control or regulate any property of Grantor or to limit the use of such property in any manner which does not materially impair the use of such property, (C) obligations or duties to any governmental authority with respect to any franchise, grant, license, lease or permit and the rights reserved or vested in any governmental authority to terminate any such franchise, grant, license, lease or permit or to condemn or expropriate any property, or (D) zoning or other land use or Environmental Laws and ordinances of any governmental authority, in each case that arise in the ordinary course of business and that do not interfere with the ordinary conduct of the business by Grantor at such property; and

5. Liens of carriers, warehousemen, mechanics, laborers and materialmen and similar charges that arise in the ordinary course of business that are the responsibility of Grantor, and that are either not filed of record and not delinquent or that are filed of record but are being contested in good faith by Grantor; *provided*, that Grantor shall be responsible for, and shall promptly pay when due, including any interest and penalties, all amounts finally determined to be owed that are the subject of such contest.

Definitions

As used in this Exhibit B, the following definitions shall apply:

"**Environmental Laws**" means any and all applicable federal, state or local law or statute, or regulations promulgated thereunder, together with any amendments thereto and all substitutions thereof, concerning the environment, preservation or reclamation of natural resources, natural resource damages, human health and safety, prevention or control of spills or pollution, or to the management (including without limitation generation, treatment, storage, transportation, arrangement for transport, disposal, arrangement for disposal or other handling), release or threatened release of Hazardous Substances, including without limitation, the Clean Water Act, also known as the Federal Water Pollution Control Act, 33 U.S.C. §1251 et, seq., the Oil Pollution Act of 1990, 33 U.S.C. §2701 et., seq., the Toxic Substances Control Act, 15 U.S.C. §2601 et. seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et. seq., the Superfund Amendment and Reauthorization Act of 1986, Public Law 99- 499, 100 Stat. 1613, the Emergency Planning and Community Right to Know Act, 42 U.S.C. §1101 et. seq., the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et. seq., the Occupational Safety and Health Act, as amended, 29 U.S.C. §655 and §657, the Clean Air Act, 42 U.S.C, §7401 et. seq., the Safe Drinking Water Act, 42 U.S.C. §300f to §300j-26, the Hazardous Materials Transportation Authorization Act of 1994, 49 U.S.C. §5101 et. seq., the Atomic Energy Act of 1954 as amended, 42 U.S.C. §§2014, 2021(d), 2022, 2111, 2113 and 2114.

"**Grantee**" shall have the meaning set forth in the Deed.

"**Grantor**" shall have the meaning set forth in the Deed.

"**Hazardous Substances**" means any (i) chemical, substance, material or waste that is designated, classified, or regulated as industrial waste, hazardous waste, hazardous material, hazardous substance, toxic substance, or words of similar import, under any applicable Environmental Law; (ii) petroleum, petroleum hydrocarbon, petroleum products, petroleum substances, crude oil, and components, fractions, derivatives, or by-products thereof; (iii) asbestos or asbestos-containing material (regardless of whether in a friable or non-friable condition), or polychlorinated biphenyls; and (iv) substance that, whether by its nature or its use, is subject to regulation under any applicable Environmental Law in effect at that time or for which a governmental agency requires Remediation with respect to the Property.

"**Property**" shall have the meaning set forth in the Deed.

"**Remediation**" includes without limitation one or more of the following environmental activities undertaken pursuant to Environmental Laws or permits as applied to the Property or the real property of third parties: testing, investigation, assessment, study, design, monitoring, cleanup, treatment, removal, response, active remediation, passive remediation, corrective action, reporting, containment, disposal, closure, natural attenuation or bioremediation, the installation and operation of remediation systems, or such other activities required by the governmental agency with jurisdiction over such activities or by judicial authority

"**Taxes**" means any and all taxes, fees, levies, duties, tariffs, import and other charges, imposed by any taxing authority, together with any related interest, penalties or other additions to tax, or additional amounts imposed by any taxing authority, and without limiting the generality of the foregoing, shall include net income taxes, alternative or add-on minimum taxes, gross income taxes, gross receipts taxes, sales taxes, use taxes, ad valorem taxes, value added taxes, franchise taxes, profits taxes, license taxes, transfer taxes, recording taxes, escheat taxes, withholding taxes, payroll taxes, employment taxes, excise taxes, severance taxes, stamp taxes, occupation taxes, premium taxes, property taxes, windfall profit taxes, environmental taxes, custom duty taxes, or other like governmental fees or assessments or charges.