Prepared by:

Thomas E. Dixon, Attorney
Tennessee Valley Authority
1101 Market Street, BR 4B
Chattanooga, Tennessee 37402-2801

Bill Garrett Davidson County
Batch# 75575 DEEDWARRSP
04/02/2018 03:08:30 PM 9 pgs
Fees: $48.00 Taxes: $138.75
20180402-0030604

TVA TRACT NO. XTSS-6
A portion of County Tax
Parcel No: 09100000300

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into by and between the UNITED STATES OF AMERICA (hereinafter sometimes referred to as "GRANTOR"), acting herein by and through its legal agent, the TENNESSEE VALLEY AUTHORITY (hereinafter sometimes referred to as "TVA"), an executive branch corporate agency and instrumentality of the United States of America, created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended, and MAGELLAN TERMINALS HOLDINGS, L.P., a Delaware limited partnership (hereinafter sometimes referred to as "GRANTEE");

W I T N E S S E T H

WHEREAS Section 31 of the above-mentioned Act of Congress authorizes and directs TVA, as agent of the UNITED STATES OF AMERICA, to sell at public auction after due advertisement to the highest bidder any land purchased by TVA in the name of the UNITED STATES OF AMERICA not necessary to carry out plans and projects actually decided upon; and

WHEREAS no permanent dam, hydroelectric power plant, fertilizer plant, or munitions plant is located on the land and hereinafter described and designated in the TVA land records as Tract No. XTSS-6 (sometimes hereinafter referred to as the "Property"), and the TVA Board of Directors, through its designee, the Chief Executive Officer of TVA, has determined that the Property is not necessary to carry out any of its plans and projects actually decided upon; and

WHEREAS TVA pursuant to and in accordance with the provisions of said Act of Congress advertised the Property for sale at public auction; and

WHEREAS pursuant to said advertisement the Property was offered for sale at public auction on March 30, 2018, at the TVA Chattanooga Office Complex, Missionary Ridge Building at 1101 Market Street in Chattanooga, Tennessee, and the terms of said public auction having been cried for a reasonable time, the Property was finally sold to the GRANTEE for the sum of THIRTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($37,500.00), that being the highest and best bid made at said public auction.

NOW, THEREFORE, in consideration of the premises and the full payment of the aforesaid bid, receipt whereof is hereby acknowledged, TVA, as legal agent for the UNITED STATES OF AMERICA, does hereby bargain, sell, transfer, and convey unto the GRANTEE the Property, more particularly described in Exhibit A, and shown on Exhibit B, which are hereby attached and made a part of this instrument.

GRANTOR reserves and retains a permanent easement and right of way for access purposes on, over, and across the hereinafter described parcel of land and shown on Exhibit B as "TSS-2F-RSVD" for the following purposes, to-wit: the right to enter upon said land and to grade, level, fill, drain, pave, build,

maintain, repair, and rebuild a road, together with such bridges, culverts, ramps, and cuts as may be necessary for a road on, over, and across a parcel of land located in the 8th (formerly the 12th) Civil District of Davidson County, Tennessee, in the City of Nashville, the parcel of land being more particularly described as follows:

BEGINNING at a capped 5/8 inch iron rod set on the northwesterly right-of-way line of Louisiana Avenue, THENCE, along severance lines of said TVA Tract No. TSS-2F, the following four (4) bearings and distances: 1. North 47 degrees 02 minutes 55 seconds West, 31.88 feet to a capped 5/8 inch iron rod set; 2. North 32 degrees 49 seconds 01 minute West, 98.03 feet to a capped 5/8 inch iron rod set; 3. North 29 degrees 40 minutes 16 seconds West, 21.95 feet to a capped 5/8 inch iron rod set; 4. North 52° 38' 21" West, 170.52 feet to a capped 5/8 inch iron rod found, said point being on the northwesterly line of said TVA Tract No. TSS-2F and being common with the southeasterly line of CSX Transportation Inc. property; thence along said common line, North 42 degrees 35 minutes 40 seconds East, 44.23 feet to a point; thence, South 52 degrees 33 minutes 48 seconds East, 206. 93 feet to a point; thence, along a non-tangent curve to the left having a radius of 468.34 feet, an arc length of 130.66 feet and a chord bearing and distance of South 22 degrees 34 minutes 47 seconds East, 130.23 to a P.K. nail set on the aforementioned right-of-way of Louisiana Avenue; thence S. 58° 22' 10" W., 25.12 feet to the point of beginning, and containing 0.32 acre, more or less (TSS-2F-RSVD).

GRANTEE, by acceptance of this Special Warranty Deed, covenants and agrees on behalf of itself, its successors, and assigns that the following shall constitute real covenants which shall attach to and run with the Property hereby conveyed and shall be binding upon anyone who may hereafter come into ownership thereof, whether by purchase, devise, descent, or succession:

(a) GRANTEE shall control or cause to be controlled all emissions of pollutants that might be discharged or released directly or indirectly into the atmosphere, into any stream, lake, reservoir, watercourse, or surface or subterranean waters, or into or on the ground from any part of the Property, in full compliance with all applicable standards relating to pollution control of any kind now in effect or hereafter established by or pursuant to Federal, state, or local statutes, ordinances, codes, or regulations.

(b) GRANTEE shall conduct all land-disturbing activities on the Property in accordance with best management practices to control erosion and sedimentation so as to prevent adverse impacts on water quality and related aquatic interests in order to meet the requirements of Section 208 of the Clean Water Act and implementing regulations.

(c) Notice Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. § 9620(h)(3)(A)(i)), and based upon a complete search of agency files, the UNITED STATES OF AMERICA gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

(d) CERCLA Covenant. GRANTOR warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. GRANTOR warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

1) This covenant shall not apply:

(a) in any case in which GRANTEE, its successors or assigns, or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR

(b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the GRANTEE, its successors or assigns, or any party in possession after the date of this conveyance that either:

(i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR

(ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance; OR

(iii) in the case of a hazardous substance(s) previously unknown by GRANTOR and GRANTEE as of the date of this conveyance but which is hereafter discovered by GRANTEE, its successors or assigns, or any party in possession and where after such discovery, GRANTEE, its successors or assigns, or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).

2) In the event GRANTEE, its successors or assigns, seeks to have GRANTOR conduct any additional response action, and as a condition precedent to GRANTOR incurring any additional cleanup obligation or related expenses, the GRANTEE, its successors or assigns, shall provide GRANTOR at least 45 days' written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that: (a) the associated contamination existed prior to the date of this conveyance; and (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the GRANTEE, its successors or assigns, or any party in possession.

(e) Access. GRANTOR reserves a right of access to all portions of the Property for environmental investigation, remediation, or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to GRANTOR. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the UNITED STATES OF AMERICA, and its respective officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation, and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

GRANTEE hereby agrees that such covenants shall be inserted verbatim in any deed or other legal instrument by which it conveys any right, title, or interest in the Property or any part thereof.

The Property is sold subject to: 1) such rights as may be vested in the general public or adjoining owners in any public road running through the Property; 2) such rights of third parties as would be revealed by a physical inspection or survey of the Property; 3) such rights of third parties as would be revealed by an examination of the public records of Davidson County, Tennessee, 4) any known or unknown encroachments located on the Property, 5) such rights as may be vested in third parties as to the reservation of a ten (10) foot drainage and surplus water easement as set out in a deed dated

August 20, 1928, and recorded in Deed Book 734, page 598, in the office of the Register of Deeds of Davidson County, Tennessee, 6) such rights vested in third parties to the railroad right-of-way of CSX Transportation, Inc. as shown on Exhibit B, and 7) such rights as may be vested in third parties to a Grant of Easement to Post Sign Company, Inc., from the United States of America, dated August 12, 1966, and replaced by a replacement easement dated June 23, 1975, and recorded in Deed Book 20151005, page 0101024, in the office of the Register of Deeds of Davidson County, Tennessee, and identified in TVA's Land Records under TVA Tract No. XTSS-2H.

TO HAVE AND TO HOLD the Property unto GRANTEE, its successors and assigns, in fee simple together with all and singular, the hereditaments and appurtenances thereunto belonging or in anywise appertaining.

And TVA does hereby covenant that the UNITED STATES OF AMERICA is seized and possessed of the Property; that TVA, as legal agent of the UNITED STATES OF AMERICA, is duly authorized to convey the same; that the Property is free and clear of liens and encumbrances; and that, subject only to such exceptions, conditions, restrictions, and/or limitations as may be expressly mentioned above, it will warrant and defend the title thereto against the lawful demands of all persons claiming by, through, or under the UNITED STATES OF AMERICA, but not further or otherwise.

It is mutually understood and agreed by the delivery and acceptance of this instrument that the Property is conveyed to GRANTEE on an "AS IS, WHERE IS" basis and, other than the warranty of title and CERCLA covenant set out above, GRANTOR makes no warranties of any kind whatsoever (including any warranty of merchantability), express or implied, as to the Property. GRANTEE further acknowledges that GRANTOR has made no representations or warranty concerning the condition and state of repair of the Property nor has GRANTOR made any other agreement or promise to alter, improve, adapt, or repair the Property not otherwise contained herein.

Wherever in this instrument the word "GRANTOR" or "GRANTEE" are used, it is understood that their successors and assigns are included.

IN WITNESS WHEREOF, the TENNESSEE VALLEY AUTHORITY, acting herein as legal agent of the UNITED STATES OF AMERICA, and being duly authorized to do so, has caused this instrument to be executed, in the name of the UNITED STATES OF AMERICA, by its authorized officer, this 30th day of March 2018.

UNITED STATES OF AMERICA
By TENNESSEE VALLEY AUTHORITY,
its legal agent

By: _____
AARON B. NIX, Senior Manager
Realty Services and GIS

STATE OF TENNESSEE)
) SS
COUNTY OF HAMILTON)

On the 30th day of March, 2018, before me appeared AARON B. NIX to me personally known, who, being by me duly sworn, did say that he is the Senior Manager, Realty Services and GIS, of the TENNESSEE VALLEY AUTHORITY, an executive branch corporate agency and instrumentality of the United States of America, and that said instrument was signed and delivered on behalf of said corporation, by authority of its Board of Directors, and as legal agent of the UNITED STATES OF AMERICA; and the said AARON B. NIX acknowledged said instrument to be the free act and deed of the UNITED STATES OF AMERICA, as principal, and the TENNESSEE VALLEY AUTHORITY, as its legal agent.

WITNESS my hand and official seal of office in Chattanooga, Tennessee, the day and year aforesaid.

Greg C. Holden
NOTARY PUBLIC

Commission Expires: Jan. 12, 2019

GREG C. HOLDEN
STATE OF TENNESSEE
NOTARY PUBLIC
HAMILTON COUNTY

Address of GRANTOR:

United States of America
Tennessee Valley Authority
c/o Realty and GIS Services
1101 Market Street, BR 4B
Chattanooga, Tennessee 37402-2801

Address of GRANTEE:
for Tax Bills:

Magellan Terminals Holdings, L.P.
Gavin W. Dinwoodie
One Williams Center OTC-8
Attn: Real Estate Services
Tulsa, OK 74172

AFFIDAVIT OF VALUE

STATE OF Tennessee)
) SS
COUNTY OF Hamilton)

The undersigned hereby offers this instrument for recording within the meaning of the statutes of the State of Tennessee under Tennessee Code Annotated, Section 67-4-409, and hereby swears and affirms that the actual consideration for this conveyance of land is THIRTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($37,500.00), which amount is equal to or greater than the amount which the conveyance of land would command at a fair and voluntary sale.

Affiant
Gavin W. Dunwoodie

Sworn to and subscribed before me this 30th day of March, 2018.

Greg C Hadden

Title: Notary

My Commission Expires: Jan. 12, 2019

GREG C. HADDEN
STATE OF TENNESSEE
NOTARY PUBLIC
HAMILTON COUNTY

XTSS-6

Exhibit "A"

LW-1843

SURVEY DESCRIPTION

Situated in the 8th (formerly the 12th) civil district of Davidson County, Tennessee in the City of Nashville, being a 0.88 more or less acre tract as shown on boundary survey of a portion of land known as Acquisition Tract TSS-2F, being deeded now or formerly to Tennessee Valley Authority (West Nashville Substation) as per Deed Book 1136, Page 12, R.O.D.C., said 0.88 more or less acre tract being described by metes and bounds, and being more particularly described as follows:

BEGINNING at a capped 5/8 inch iron rod set on the northwesterly right-of-way line of Louisiana Avenue, THENCE, along severance lines of said TSS-2F tract the following four (4) bearings and distances:

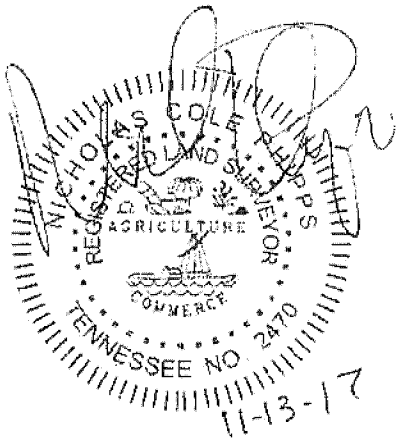
1. North 47 degrees 02 minutes 55 seconds West, 31.88 feet to a capped 5/8 inch iron rod set;
2. North 32 degrees 49 minutes 01 seconds West, 98.03 feet to a capped 5/8 inch iron rod set;
3. North 29 degrees 40 minutes 16 seconds West, 21.95 feet to a capped 5/8 inch iron rod set;
4. North 52 degrees 38 minutes 21 seconds West, 170.52 feet to a capped 5/8 inch iron rod found, said point being on the northwesterly line of said TSS-2F tract and being common with the southeasterly line of CSX Transportation, Inc. property;

THENCE, along said common line, North 42 degrees 35 minutes 40 seconds East, 367.17 feet to a 5/8 inch capped iron rod set;

THENCE, along a non-tangent curve to the left having a radius of 468.34 feet, an arc length of 508.34 feet and a chord bearing and distance of South 00 degrees 30 minutes 13 seconds West, 483.79 feet to a P.K. nail set on the aforementioned right-of-way line of Louisiana Avenue;

THENCE, along said right-of-way line, South 58 degrees 22 minutes 10 seconds West, 25.12 feet to the **POINT OF BEGINNING** and containing 0.88 acres, more or less.

Subject property was acqured by the United States of America by virtue of deed from the Tennessee Utilities Corporation, dated August 15, 1939, and recorded in Deed Book 1136, page 1, in the office of the Register of Deeds of Davidson County, Tennessee.



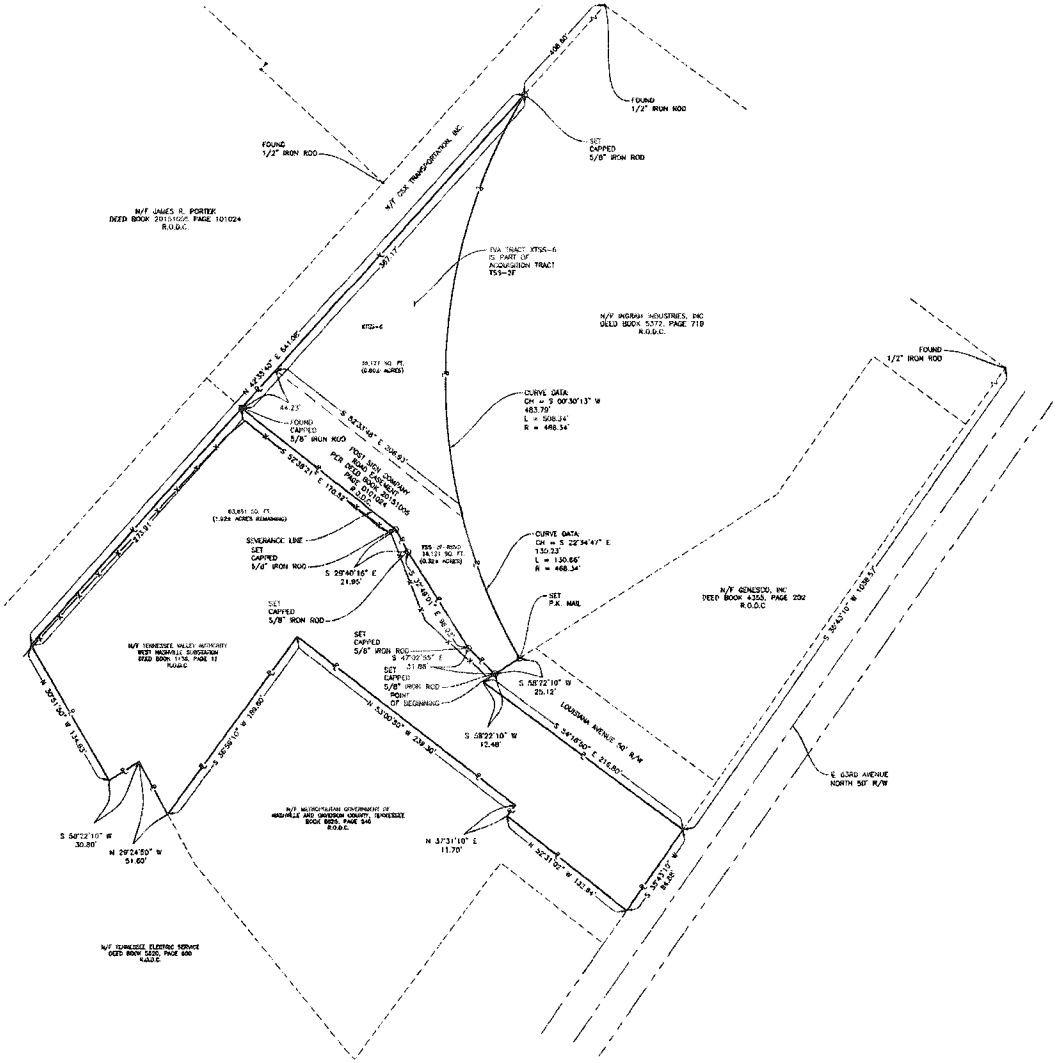
LW-1643

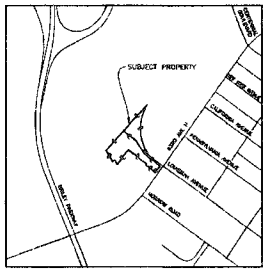
BOUNDARY SURVEY
COUNCILMANIC DISTRICT 20
LAND IN THE 8TH, FORMERLY THE 12TH CIVIL DISTRICT
CITY OF NASHVILLE, DAVIDSON COUNTY, TENNESSEE

EXHIBIT "B"



BASIS OF BEARING
TENNESSEE STATE PLANE GRID NORTH (NAD 83, 2011)





VICINITY MAP
N.T.S.

NOTES:

1. IRON RODS PLACED ON ALL CORNERS UNLESS OTHERWISE NOTED.
2. THE INTENT OF THIS SURVEY IS TO SHOW THE BOUNDARY OF THE TENNESSEE VALLEY AUTHORITY PROPERTY INCLUDING SEVERANCE LINE FOR CONVEYANCE OF NORTHERN PORTION TO SUBSEQUENT PARTY FOR THE INTENDED USE OF ACCESS.

LEGEND:

N/F	NOW OR FORMERLY
R.O.D.C.	REGISTER'S OFFICE, DAVIDSON COUNTY
R/W	RIGHT-OF-WAY
——|——	PROPERTY LINE
---x---	EXISTING FENCE
.....	ADJACENT PROPERTY LINE
———	ROAD RIGHT-OF-WAY

CERTIFICATE OF SURVEY
I HEREBY CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS 1:10,000+ AS SHOWN HEREON.

NICHOLAS COLE PHIPPS
SURVEYOR
TENNESSEE REG. NO. 2470

SCOTT MACDONALD
101 CROSLEY STREET
WEST MONROE, LA 71291
PHONE: (318)329-0095

GRAPHIC SCALE
50' 25' 0 50'

REVISION NOTE											
08/16/17				RCB	RCB						
REV	DATE	WORK ORDER	DOC NUMBER	DSGN	DRWN	CHKD	TECH SUPV	PROJ ENG	SHEET	APVD
DOC CLASS: TRANSMISSION			DOC TYPE: dwg				DOC STATUS: ACTIVE			

TENNESSEE VALLEY AUTHORITY
WEST NASHVILLE SUBSTATION
BOUNDARY SURVEY
CITY OF NASHVILLE, DAVIDSON COUNTY, TENNESSEE

TO	TSC	APPROVAL STAMP	SCALE	SHEET 2 OF 2 SHEETS
USAGE AREA	CONTROL	X Date Authorized Representative Signature	1" = 50' STATION NUMBER	LW-1643 R0

LW-1643 AUTOCAD 20
BEN73401 11/13/2017 9:37 AM

CAD SYSTEM ORIGINAL DO NOT CHANGE MANUALLY

20180402000306O4

True Copy Certification

I, Jeffrey J. Walker, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

State of Tennessee

County of Johnson

Personally appeared before me, Leticia Thomason, a notary public for this county and state, Jeffrey J. Walker who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 4/4/21
Notary' Seal

