

ORDINANCE NO. _____

An ordinance approving an Access Easement Agreement between the Metropolitan Government of Nashville and Davidson County, through the Department of Water and Sewerage Services, and MPLX Terminals LLC, for a permanent easement (Proposal No. 2026M-041AG-001).

WHEREAS, the Metropolitan Government of Nashville and Davidson County, through the Department of Water and Sewerage Services ("MWS"), owns property located at 0 North 1st Street, Nashville, TN, ("Metro Property") consisting of a partially paved private roadway ("Access Drive"); and,

WHEREAS, MPLX Terminals LLC ("MPLX") owns property adjacent to the Metro Property, used for a petroleum terminal facility; and,

WHEREAS, due to roadway reconfiguration, MPLX will lose access to their property and wishes to use the Access Drive for vehicle ingress/egress to the MPLX property; and,

WHEREAS, in exchange for \$469,000.00, MWS will grant to MPLX a permanent easement for vehicular and pedestrian ingress and egress, over, across and along the entirety of the Access Drive, as further described in the Access Easement Agreement, attached hereto as Exhibit A; and,

WHEREAS, it is in the best interest of the Metropolitan Government of Nashville and Davidson County to approve Access Easement Agreement.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Access Easement Agreement between the Metropolitan Government of Nashville and Davidson County, through the Department of Water and Sewerage Services, and MPLX Terminals LLC, attached hereto as Exhibit 1 and incorporated herein, is hereby approved.

Section 2. Amendments to this legislation shall be approved by resolution.

Section 3. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

INTRODUCED BY:

DocuSigned by:

Scott Potter

Scott Potter, Director
Water and Sewerage Services

Council Member(s)

DocuSigned by:

Abraham Wescott

Abraham Wescott, Director
Public Property

APPROVED AS TO THE
AVAILABILITY OF FUNDS:

Signed by:

Jenneen Reed/mjr

Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM
AND LEGALITY:

Signed by:

Hannah Zeitlin

Assistant Metropolitan Attorney

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement ("Agreement") is made as of _____, 2026 ("Effective Date") by and between The Metropolitan Government of Nashville and Davidson County, Tennessee ("Grantor"), and MPLX Terminals LLC, a Delaware limited liability company ("Grantee").

Grantor owns that certain parcel of real property located at 0 North 1st Street, Nashville, TN 37203 in Davidson County, Tennessee, Parcel Identification Number 08214009500 ("Metro Property"), consisting of a partially paved private roadway ("Access Drive"), identified by which Metro Property was conveyed to Grantor as a portion of the real property described in that certain deed recorded as Instrument No. 20040709-0082162 in the official records of Davidson County, Tennessee. The Access Drive is Grantor's sole ingress/egress to the Washington Regulator Facility, located at 130 North 1st Street. For the avoidance of doubt, the Metro Property is limited solely to driveway parcel only, Parcel Identification Number 08214009500 and does not include any other parcel conveyed by Instrument No. 20040709-20082162.

Grantee owns that certain parcel of real property located adjacent to the Metro Property, improved with/used for a petroleum terminal facility, identified by Parcel Identification Number 08214006100, and more particularly described in the deed recorded as Instrument No. 20160930-0103297 in the official records of Davidson County, Tennessee (the "MPLX Property").

Due to roadway reconfiguration, Grantee will lose access to MPLX Property and wishes to use the Access Drive for vehicle ingress/egress to MPLX Property.

1. GRANT OF EASEMENT

For and in consideration of \$469,000.00 dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby grant, bargain, sell, transfer and convey unto Grantee, its successors and assigns forever, a permanent, non-exclusive easement appurtenant to the MPLX Property, for ingress and egress, including vehicular and pedestrian access, over, across, and along the entirety of the Access Drive (the "Easement"), which is more particularly shown on the map attached hereto as Exhibit A.

2. PERMITTED USE

This Easement includes the continuous, ongoing, and unrestricted right to use the Access Drive for the following purposes (collectively, the "Permitted Use"):

- a) Vehicular and pedestrian ingress to and from the MPLX Property;
- b) Access by passenger vehicles, commercial vehicles, service vehicles, emergency vehicles, and industrial vehicles customarily associated with Grantee's terminal operations;
- c) Use on a twenty-four (24) hour, seven (7) day per week basis.

Notwithstanding the above, the rights conveyed hereby shall be exercised in accordance with all applicable laws and the Metropolitan Code and in a manner such that activities upon the Easement do not unreasonably interfere with Grantor's use and operation of Grantor's Washington Regulator Facility. Grantee shall not fence, barricade, or otherwise obstruct in any way the Easement. Grantee understands that Grantor must have 24/7 access to the Washington Regulator Facility. Grantee agrees to have a staff member on call 24/7 to remove any vehicles or other obstructions preventing Grantor from accessing its facility. Grantor retains and reserves unto itself, its employees, tenants, subtenants, invitees, licensees and agents the right to use the Easement for any and all legal purposes which do not unreasonably interfere with the rights granted to Grantee herein.

3. EASEMENT CONDITION

The Easement is accepted by Grantee in its present "AS-IS, WHERE-IS" condition, with all faults. Grantor makes no representations or warranties, express or implied, regarding the condition of the Easement, its fitness for any particular purpose, or the suitability of the land for Grantee's intended use. Grantee acknowledges that, prior to executing this agreement, Grantee has fully inspected the Easement and accepts the risks associated with its condition.

4. IMPROVEMENTS AND MODIFICATIONS

Grantee shall be responsible for the maintenance of the Easement. Grantee shall have the right, at its sole cost and expense, to make reasonable improvements, modifications, and alterations to the Easement as necessary to facilitate safe and efficient ingress and egress to the MPLX Property, including, without limitation, widening pavement, adding or expanding turning aprons, adjusting curbs, and modifying striping or traffic control markings (collectively, "Access Improvements"), provided that such Access Improvements:

- d) Do not unreasonably interfere with Grantor's use of the Metro Property for governmental or public purposes or prohibit Grantor's access to the Washington Regulatory Facility; and
- e) Comply with applicable laws and governmental standards.
- f) Provide at least thirty (30) days' notice of any modifications to Grantor.

5. NON-EXCLUSIVITY; GRANTOR'S RIGHTS

The Easement granted herein is non-exclusive. Grantor shall retain fee simple ownership of the Metro Property and shall reserve the right to use the same for any lawful purpose desired provided said use or uses do not unreasonably interfere with Grantee’s Permitted Use. Nothing herein shall be deemed to dedicate the Metro Property as a public right-of-way.

6. MAINTENANCE AND DAMAGES

Grantee shall be responsible, at its sole cost and expense, for repairing any damage to Metro Property caused by Grantee’s use, reasonable wear and tear excepted. Grantee hereby covenants that, upon termination of the Agreement, it will restore the Metro Property to its original condition, or as near thereto as is reasonably possible.

Grantor does not waive any claim for damage in any manner for the negligence of any agent, representative or contractor for Grantee resulting from, or to the extent caused by Grantee’s exercise of its rights under this Agreement, except to the extent caused by the gross negligence or willful misconduct of Grantor.

7. WARRANTY

Grantor does hereby covenant with said Grantee that it is lawfully seized and possessed of said land in fee simple and has a good right to make this covenant.

8. INDEMNIFICATION

Grantee shall defend (if requested), indemnify and hold harmless Grantor against and from all claims, actions, damages, liability or expense (including, but not limited to, reasonable attorneys’ fees) which Grantor may incur in connection with (a) any injuries to or deaths of persons, or damage to real or personal property, arising out of the exercise or use of the Easement by Grantee, or its agents, employees contractors, or invitees and (b) any construction or other liens imposed upon the Easement as a result of work performed by or at the direction of Grantee.

9. INSURANCE

Grantee and/or its contractors and subcontractors that perform any maintenance, repair, paving, modification and/or replacement of the Easement shall at all times maintain a comprehensive general liability policy for the use of the Easement with a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage with an insurance company or companies licensed to do business in Tennessee. The Metropolitan Government must be listed as an additional insured.

10. BINDING EFFECT

The Easement granted herein is for the benefit of the MPLX Property and shall run with the land. The parties do further covenant that this Agreement shall be binding upon and inure to the benefit of each party, its heirs, representatives, successors, and assigns.

WITNESS my/our hand(s), this _____ day of _____, 20__.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, _____, a Notary Public of the State and County aforesaid,
personally appeared _____
with whom I am personally acquainted, and who, upon oath, acknowledged _____ to
be _____
the within named bargainer(s), _____ and that _____, as such

being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this _____ day of _____, 20__.
_____, Notary Public

My Commission Expires _____.

FOR GOVERNMENT USE ONLY

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

Date

This instrument has been reviewed and approved by the Metro Water, Property Services.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Signature

Personally appeared before me, the undersigned, a notary for this County and State, _____, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary Signature

MY COMMISSION EXPIRES: _____
Notary's Seal

GRANTEE:

MPLX TERMINALS LLC,
a Delaware limited liability company

By: _____

Name: James M. Hedrick

Title: Authorized Person

LA

Approved as to Form

Date: 7/17/26

STATE OF Ohio

COUNTY OF Hancock

Before me, the undersigned Notary Public, personally appeared James M. Hedrick, who acknowledged himself to be the Authorized Person of MPLX TERMINALS LLC, a Delaware limited liability company, and that he, as such officer, being authorized to do so, executed the foregoing instrument on behalf of said company for the purposes therein contained.

Witness my hand and official seal this 17 day of July, 2026.

Natalie Nicole Segrist

Notary Public

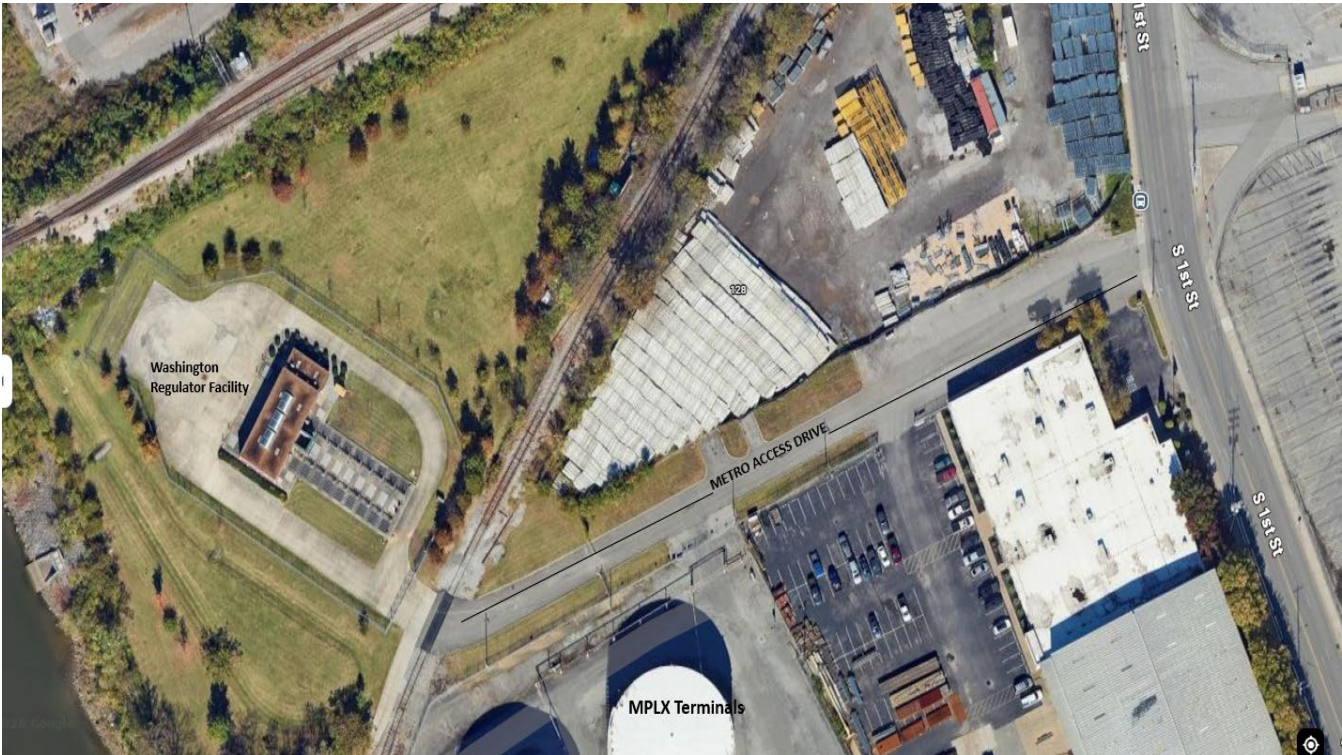
My Commission Expires: 08/02/2026

(SEAL)



NATALIE NICOLE SEGRIST
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES
08/02/2026

EXHIBIT A





August 5, 2026

To: Peggy Deaner Metro Water Services

Re: Marathon Access Easement Agreement
Planning Commission Mandatory Referral 2026M-041AG-001
Council District # 19 Jacob Kupin, Council Member

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

An ordinance approving an Access Easement Agreement between the Metropolitan Government of Nashville and Davidson County, through the Department of Water and Sewerage Services, and MPLX Terminals LLC, for a permanent easement. (2026M-041AG-001).

The relevant Metro agencies (Metro Parks, Nashville Department of Transportation, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, General ServicesPublic Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

Conditions that apply to this approval: none

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Delilah Rhodes at Delilah.Rhodes@nashville.gov or 615-862-7208

Sincerely,

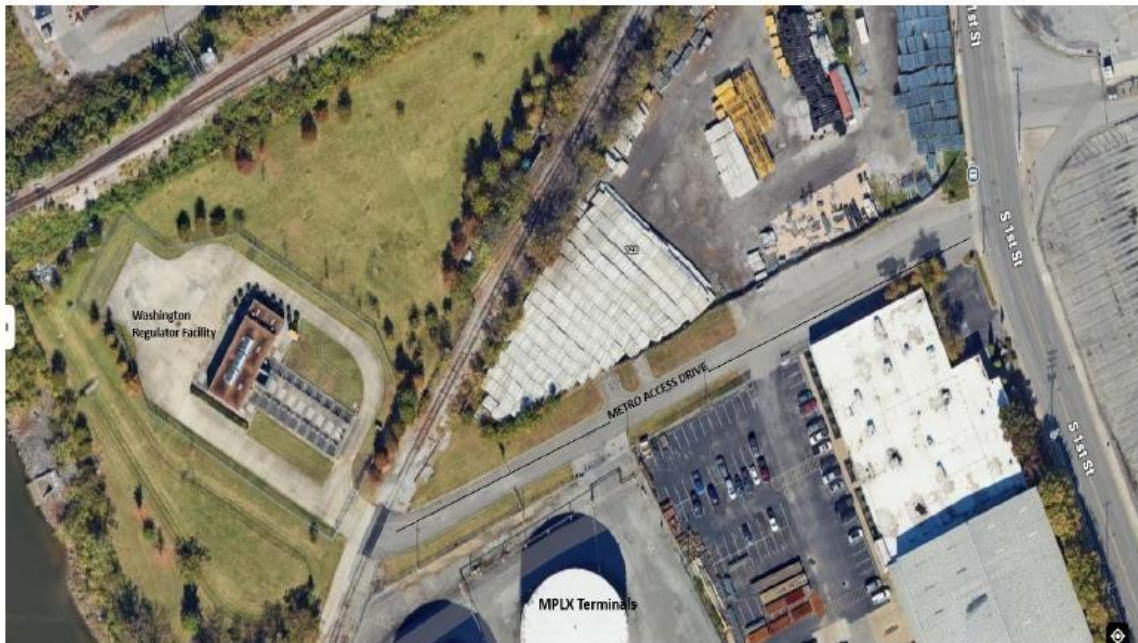
A handwritten signature in blue ink that reads "Robert Leeman".

Robert Leeman, AICP
Assistant Director Land Development Metro
Planning Department
cc: Metro Clerk

**Re: Marathon Access Easement Agreement
Planning Commission Mandatory Referral 2026M-041AG-001
Council District # 19 Jacob Kupin, Council Member**

An ordinance approving an Access Easement Agreement between the Metropolitan Government of Nashville and Davidson County, through the Department of Water and Sewerage Services, and MPLX Terminals LLC, for a permanent easement. (2026M-041AG-001).

EXHIBIT A



Tara Ladd, Assistant Director

Water and Sewerage Services
Nashville, TN 37208

August 10, 2026

TO: Vice Mayor Angie Henderson & Members of Metro Council

FROM: Tara Ladd, Assistant Director
Water and Sewerage Services

RE: **Suspension of Rule 11**

Signed by:

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Metro Water Services respectfully requests suspension of the rules to late file an ordinance for an access easement agreement for property located at 0 North 1st Street, Nashville, TN for MPLX Terminals LLC. MPLX will lose access to their property due to roadway reconfiguration and wishes to use the Access Drive for vehicle ingress/egress to the MPLX property.