

F.E.R.C. No. 184.27.0
(Cancels F.E.R.C. No. 184.26.0)

MAGELLAN PIPELINE COMPANY, L.P.

LOCAL PIPELINE TARIFF

APPLYING ON

PETROLEUM PRODUCTS

AS DEFINED IN ITEM NO. 10

TRANSPORTED BY PIPELINE

FROM AND TO POINTS NAMED HEREIN

[W] Issued under authority of 18 CFR ~~341.3(b)(6) 342.4(b)~~ ~~— market based~~ pursuant to the Commission's Order on Application for Market Power Determination, Kaneb Pipe Line Operating Partnership, L.P., Docket No. OR97-13-000, issued May 18, 1998.

The rates named in this tariff are expressed in cents per barrel of forty-two (42) United States Gallons and are subject to change as provided by law, also to regulations named herein.

The rates published herein will have no effect on the quality of the human environment.

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ABBREVIATIONS AND REFERENCE MARKS

F.E.R.C.	Federal Energy Regulatory Commission
No.	Number
±	No terminal facilities provided by carrier
[C]	Cancel
[D]	Decrease
[I]	Increase
[N]	New
[U]	Unchanged
[W]	Change in wording only

ALPHABETICAL LIST OF POINTS FROM AND TO WHICH RATES IN SECTION 1 AND 2 APPLY

Points from which rates apply	Item Number	Points to which rates apply	Item Number
Casper, Wyoming	125	Cheyenne Wyoming	125
Cheyenne, Wyoming	125	Commerce City, Colorado	125
Commerce City, Colorado	125	Denver, Colorado	125
Mule Creek Jct., Wyoming	125	Dupont, Colorado	125
Strouds, Wyoming	125	Fountain, Colorado	125
		Rapid City, South Dakota	125

SECTION 1
RULES AND REGULATIONS

The Magellan Pipeline Company, L.P. hereinafter referred to as "Carrier", will receive petroleum products for transportation under the following conditions:

ITEM NO. 10. PETROLEUM PRODUCTS DEFINED

Where the term "petroleum product" is used herein and meeting all specifications referenced in Item No. 15, the same refers to:

Unleaded Gasolines	Jet Fuels – Commercial	Diesel Fuel Distillates
Jet Fuels – Military	Gasoline Feedstock	Distillate Feedstock

ITEM NO. 12. VOLUME CORRECTIONS AND TENDER DEDUCTIONS

SECTION A. In measuring the quantity of petroleum products received and delivered, correction shall be made from volume at actual or observed temperature to volume at sixty (60) degrees Fahrenheit.

SECTION B. A tender deduction of one-tenth of one percent (0.1%) by volume will be made on the quantity of petroleum products accepted for transportation from all Origins.

ITEM NO. 15. TESTING

Petroleum products shall be accepted for transportation only when such petroleum products meet all required product specifications as uniformly established by Carrier as stated in the following documents and found at the public website www.magellanlp.com/WhatWeDo/ProductSpecs.aspx or on request. Each product grade document and its effective date or revision date are identified below.

PRODUCT GRADE DOCUMENT TITLE	EFFECTIVE DATE
A – Premium Unleaded Gasoline	1/1/21
A5 – Premium Unleaded Gasoline	1/1/21
AMS – Premium Unleaded Gasoline	1/1/21
Q – Commercial Jet Fuel	2/19/14
V1 - Regular CBOB Unleaded Gasoline	1/1/21
V2 – Regular CBOB Unleaded Gasoline	1/1/21
VMS – Regular CBOB Unleaded Gasoline	1/1/21
X, XHO – Ultra Low Sulfur Diesel Fuel	1/1/21
YM - No. 1 Diesel Fuel	[W] 1/1/23 12/1/15

Notification to Shippers of changes in these documents is made via this tariff. If a shipper should desire current product specifications they may access the website mentioned above. Demonstration of conformance with the product specifications shall be made through the submission of a Certificate of Analysis that accurately represents the product characteristics. Certificates of Analysis shall be submitted by shipper, or shipper's delegate, via Carrier's data submittal process. Accuracy of the Certificate of Analysis is the sole responsibility of the party who establishes the Origin Release. Costs associated with handling, distribution, and disposal of products that enter the system that do not meet the product specifications shall be borne entirely by the party who establishes the Origin Release.

Carrier may sample and/or test any shipment prior to acceptance or during receipt of shipment. In the event of variance between Carrier's test and shipper's certificate, Carrier's test results shall prevail.

ITEM NO. 20. MEASURING

Carrier will gauge or meter petroleum products at origin at time of receipt and at destination at time of delivery. Shipper or consignee shall have the privilege of being present or represented at the time of measurement. Petroleum products will be received and delivered on the basis of volume corrections for temperature from observed temperatures to temperatures on the basis of sixty (60) degrees Fahrenheit. Carrier will be obligated to deliver only that portion of such petroleum products remaining after deducting shipper's tender deduction referenced in Item No. 12.

ITEM NO. 25. FACILITIES AT ORIGIN AND DESTINATION**SECTION A - ORIGIN.**

At the point of origin, Carrier will only provide the facilities it deems necessary for the receipt of petroleum products into the pipeline and for the orderly scheduling of movements through the pipeline. Shipper or consignee will provide, at the point of origin, the equipment and facilities necessary to inject petroleum products at a pumping rate equal to Carrier's then-current rate of pumping on the pipeline.

SECTION B - DESTINATION.

Carrier will provide, at the destination, the facilities it deems necessary for the orderly delivery of petroleum products from the pipeline. Shipper or consignee will provide, at the destination, arrangements and facilities necessary for receipt and further transportation or disposition of petroleum products delivered from the pipeline. Carrier assumes no responsibility, and shall have no obligation, to accept any petroleum product from any shipper at any time that the Carrier, shipper or consignee does not have facilities for promptly receiving such product from the pipeline at the destination.

ITEM NO. 30. MINIMUM SHIPMENT

A minimum of five thousand (5,000) barrels of one quality and specification of a "petroleum product" will be accepted for shipment from one or more shippers at one point of origin at one time. However, the minimum will not apply to buffer material required by Carrier to reduce contamination. Shipments involving line reversals will be accepted subject to delay until Carrier has accumulated a total of twenty-five thousand (25,000) barrels or more of the same or other products to move in the same section of the line in the same direction, at the same time.

ITEM NO. 32. MINIMUM CONSIGNMENT

A total of not less than one thousand (1,000) barrels of a petroleum product may be consigned simultaneously by one or more shippers to any destination, providing there remains in the pipeline after delivery of such consignment at least three thousand (3,000) barrels of the same kind of a petroleum product consigned to a destination beyond such delivery point.

Any shipper desiring to tender petroleum products for transportation must submit a nomination to the Carrier before 12:00 noon Central Standard Time/Central Daylight Saving Time, whichever is applicable, on the fifteenth (15th) of the month preceding the month of movement. When the fifteenth (15th) of the month falls on a weekend, nominations will be required prior to 12:00 noon Central Standard Time/Central Daylight Saving Time, whichever is applicable, on the preceding workday. When the fifteenth (15th) of the month falls on a holiday, nominations will be required prior to 12:00 noon Central Standard Time/Central Daylight Saving Time, whichever is applicable, two (2) workdays prior to the holiday. The nomination may be e-mailed, faxed or submitted via Carrier's ATLAS system. A nomination must specify, for each shipment, the quantity, Destination and shipper. Unless such notification is made, the Carrier will be under no obligation to accept petroleum product for transportation.

ITEM NO. 35. MINIMUM DELIVERIES FROM CARRIER'S TERMINALS

For delivery of petroleum products from Carrier's terminals, shipper or consignee shall provide the required motor tank trucks. Each tank truck to be loaded with petroleum products must have a minimum total capacity of two thousand five hundred (2,500) gallons.

ITEM NO. 40. DUTY OF CARRIER

Quantity

The Carrier shall transport and deliver into terminal facilities at the applicable destination(s), with reasonable diligence, a quantity of petroleum products equal in volume to the quantity of petroleum product accepted for transportation less the appropriate tender deduction, transmix allocation and any other volume reduction provided or referenced in this tariff. In the event of non-delivery due to interface cuts or other operating losses in excess of the tender deduction, the Carrier shall have the right to satisfy any claim by product replacement or cash payment.

Quality

Carrier shall have no duty to deliver petroleum product other than in conformance with state and federal governmental requirements for such petroleum product that apply to deliveries at the applicable destination, except as otherwise noted in the specifications that apply to deliveries at such destination as established by Carrier and set forth at the public website www.magellanlp.com/WhatWeDo/ProuctSpecs.aspx.

ITEM NO. 45. IDENTITY OF SHIPMENT

Section A. Carrier will use due diligence to maintain segregation of petroleum products consigned to storage facilities provided by the shipper or consignee, but reserves the right of substitution of a product of the same quality and specifications and the right of delivery of up to five hundred (500) barrels per shipment of interface mixture; provided, however, that if the shipper or consignee is unable to accept such mixture, Carrier will arrange for disposition and reimburse the shipper or consignee for actual volume not delivered at the current refinery market price of the lower valued product in the mixture.

Section B. It being impractical to maintain the identity of each shipment of petroleum products consigned to Carrier's storage facilities, Carrier reserves the right of substitution of gallonage, but not one kind of commodity for another.

ITEM NO. 50. LIABILITY OF CARRIER

Carrier shall not be liable for any delay in delivery or for any loss of product caused by an act of God, public enemy, quarantine, authority of law, strikes, riots, fire, floods or by act of default of shipper or consignee, or resulting from any other cause not due to the negligence of Carrier, whether similar or dissimilar to the causes herein enumerated. Any such loss shall be apportioned by Carrier to each shipment of product or portion thereof involved in such loss in the proportion that such shipment or portion thereof bears to the total of all product in the loss, and each shipper or consignee shall be entitled to receive only that portion of its shipment remaining after deducting his proportion as above determined of such loss. Carrier shall prepare and submit a statement to shippers and consignee showing the apportionment of any such loss.

The Carrier operates under this tariff solely as a provider of transportation and not as an owner, manufacturer, or seller of the product transported or stored hereunder, and the Carrier expressly disclaims any liability for any expressed or implied warranty for products transported or stored hereunder including any warranties of merchantability or fitness for intended use.

For all services provided for and received under this tariff, shipper will indemnify and defend Carrier from any claims, liabilities, or losses (including costs of defense and reasonable attorney's fees), including claims for personal injury, death, or property damage involving the Carrier, shipper, consignee, or third parties based on or arising out of Carrier's performance of such services where such services are performed in accordance with applicable federal, state, or local statutes, regulations or ordinances. This indemnification shall include but not be limited to services such as the provision of emergency response numbers and shall include claims of any nature, legal or equitable, whether based on strict liability, negligence, breach of warranty, or any other causes of action. Shipper shall not be obligated to indemnify, hold harmless, and defend Carrier to the extent Carrier's failure to perform a service herein stated shall have caused the loss, claims, or liabilities covered under this Item No. 50. This indemnification obligation shall not apply to losses or damages to the product transported or handled under this tariff, or for the failure of the Carrier's obligation to maintain and operate its facilities in a proper operating condition.

Item No. 55. CLAIMS, TIME FOR FILING

Notice of any claim for loss, damage or liability for or in connection with petroleum products ("Claim", whether one or more) must be made in writing to the Carrier within nine (9) months after delivery of the petroleum products at the applicable Destination(s), or, in the case of a failure of Carrier to so deliver, then within nine (9) months after a reasonable time for delivery has elapsed. Failure to give such notice of any Claim shall be deemed to be a waiver and release of such Claim and of all rights to assert such Claim, and Carrier shall have no liability or obligation with respect thereto.

Suit against Carrier for any Claim must be instituted within two (2) years and one (1) day from the day when notice in writing is given by Carrier to the claimant that Carrier has disallowed all or any part of such Claim. Any Claim for which suit has not been instituted in accordance with the foregoing provisions shall be deemed to have been waived, relinquished and released, and Carrier shall have no liability or obligation with respect thereto.

Item No. 60. PRORATION OF PIPELINE CAPACITY

When there is tendered to Carrier for transportation a quantity of petroleum products which exceeds the current capacity of the Carrier, the petroleum products offered by each shipper for transportation will be transported in such quantities and at such times to the limit of capacity so as to avoid discrimination among shippers.

Item No. 70. DEMURRAGE CHARGES

In order to provide space for delivery of succeeding shipments into Carrier's facilities and otherwise to prevent or relieve congestion at Carrier's terminals, Carrier shall give notice to those shippers or consignees whose petroleum products are causing congestion directing them to remove such products. If the products of more than one shipper or consignee are causing congestion but less than all such products must be removed, the products specified in the notice shall be determined on a first-in--first-out basis. Products specified in the notice which are not removed at the close of a thirty (30) day period, beginning the day after such notice is sent by the Carrier, shall be subject to a demurrage charge of **[U]** 1.14¢ per barrel per day until removed. Demurrage charges shall be payable upon presentation of bill by the Carrier.

ITEM NO. 75. RECONSIGNMENT

If no backhaul movement is required, and if current operating conditions permit, petroleum products in the custody of Carrier may be reconsigned to destinations named herein. No charge will be made for such reconsignment; however, the products so reconsigned shall be subject to the rates, rules and regulations applicable from point of initial origin to point of final destination on the date of such reconsignment.

ITEM NO. 79. TRANSMIX HANDLING

It is inherent in the operation of a products pipeline that transmix, or interface mixture, will occur between batches. Carrier will dispose of the accumulated interface in the following manner:

1. Compatible interface mixture will be blended as can be. Carrier reserves the right to dispose of accumulated interface, including the right to sell such compatible interface on a bid or contractual basis for the account of its shippers at a private or public sale. Carrier will settle with each shipper for its share of blended interface volumes or the net proceeds of the sale less transportation charges.
2. Unless otherwise agreed upon between shipper and Carrier, transmix occurring in the Carrier's system shall be retained in Carrier's custody for disposal for the account of the shippers. The volume and proceeds for sales will be allocated as described above.

Each shipper's share of the transmix will be that percentage which its movements through the line represent to the total movements for all shippers through that line during a calendar month as near as operating conditions permit.

ITEM NO. 87. TAX REGISTRATION

The Carrier shall require the shipper, consignee or consignor to provide proof of registration with appropriate Federal and State agencies for the collection of any sales and excise taxes. Failure to provide such proof of registration shall not relieve shipper, consignee or consignor of the appropriate tax liability.

Any charges levied against the Carrier by any State or Federal agency will be collected by the Carrier in accordance with the provision stated in tariff Item No. 90.

ITEM NO. 90. PAYMENT OF CHARGES FOR TRANSPORTATION AND OTHER SERVICES

The transportation and all other applicable lawful charges accruing on petroleum products accepted for transportation shall be paid before release of petroleum products from the custody of Carrier. If required by Carrier, shipper shall prepay all such applicable charges at the point of origin. Petroleum products accepted for transportation shall be subject to a carrier's lien, as provided by Article 7 of 12A Okla. Stat. (as such article may be amended from time to time), for all applicable, lawful charges.

If such charges are not paid by the due date stated on the invoice, the balance due on the entire past due balance (including principal and accumulated but unpaid finance charges) shall bear interest from that due date until paid in full at the rate equal to the lesser of one hundred twenty-five (125%) of the prime rate of interest charged by Citibank N.A., New York, New York as of the due date or maximum finance charge rate allowed by law.

In addition to all other liens, statutory or otherwise, to which Carrier is entitled and unless the following grant is expressly prohibited by the terms of one or more security agreements or credit agreements creating prior, perfected security interests in the hereinafter-defined Collateral, Shipper hereby grants to Carrier a first priority, continuous and continuing security interest in all petroleum products accepted by Carrier for transportation under this tariff (the "Collateral"), as collateral for the prompt and complete payment and performance of Shipper's Obligations (as defined below). This grant secures the following (collectively the "Obligations"): (a) all antecedent, current and future transportation, special, ancillary and other lawful charges arising under this tariff; (b) the repayment of any amounts that Carrier may advance or spend for the maintenance, storage or preservation of the Collateral; and (c) all amounts owed under any modifications, renewals or extensions of any of the foregoing obligations. Shipper authorizes Carrier to file such financing statements or other documents necessary to perfect and maintain the security interest herein granted.

Upon a default by the Shipper under this tariff or the contracts entered into in connection with this tariff, Carrier may, without further notice, setoff (including by set off, offset, recoupment, combination of accounts, deduction, retention, counterclaim, or withholding across or within each or all of such tariff and contracts, collectively "Setoff") (a) any amounts owed by Carrier to the Shipper under any other agreements, instruments or undertakings between the Shipper and Carrier against (b) any amounts owed by the Shipper to Carrier under any other agreements, instruments or undertakings between the Shipper and Carrier. Carrier shall give the Shipper notice of any Setoff pursuant to this paragraph, as soon as practicable thereafter, provided that failure to give such notice shall not affect the validity of the Setoff.

This item shall be construed in accordance with and governed by the laws of the State of Oklahoma (including without limitation the Uniform Commercial Code, 12A Okla. Stat. § 1-101 et seq., as it may be amended from time to time), without regard to any choice of law rules which may direct the application of the laws of any other jurisdiction.

SECTION 2
LOCAL RATES
for the
TRANSPORTATION OF PETROLEUM PRODUCTS
(as defined in Item No. 10)
BY PIPELINE

All Rates in cents per barrel of forty-two (42) United States Gallons
The rates contained in this section apply only via the lines of Magellan Pipeline Company, L.P.
[U] Unchanged. All rates on this page are unchanged.

ITEM NO. 125

Rates in this item are for pipeline transportation only.

TO	FROM			
	Casper or Strouds, WY	Mule Creek Jct., WY	Cheyenne, WY	Commerce City, CO (Phillips 66)
± Rapid City, SD	273.43	100.72	---	---
± Cheyenne, WY	131.18	---	---	---
± Commerce City, CO	189.12	---	106.17	35.83
± Denver, CO	206.18	---	122.82	---
± Dupont, CO	196.18	---	112.82	35.52
± Fountain, CO	297.07	---	225.17	98.42