



**To: Mayor Fasbender & City Councilmembers**  
**From: Chris Jenkins, Parks & Recreation Director**  
**Date: July 5, 2022**  
**Item: Land Donation Agreement**

**Council Action Requested:** Accept land donation from Flint Hills Resources Pine Bend, LLC.

**Background Information:** This 14.3-acre parcel of land adjoins Lake Rebecca Park and used to a part of the barge fueling “tank farm” off of Lock and Dam Road. City staff approached Flint Hills 2+ years ago to inquire if they had interest in donating this piece of land to the City to extend the Lake Rebecca Park area. Since that time, city staff and FHR staff have worked to bring this donation to reality.

A Phase 1 Environmental Assessment of the property has been completed and no significant findings were recorded, this satisfies our duty to investigate potential environmental concerns.

This parcel would also be a part of habitat enhancement work proposed in Lake Rebecca Park through the LCCMR grant funding.

Staff recommend accepting this land donation.

**Financial Impact:**

**Advisory Commission Discussion:** None

**Council Committee Discussion:** None

**Attachments:**

- Aerial
- Donation Agreement



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Map Scale  
 1 inch = 400 feet  
 6/24/2022

## DONATION AGREEMENT

This Donation Agreement (the “**Agreement**”) is made and entered into as of June 22, 2022, by and between Flint Hills Resources Pine Bend, LLC, a Delaware limited liability company (“**Flint Hills**”), and the City of Hastings, a Minnesota municipal corporation (“**City**”).

### RECITALS

A. Flint Hills is the owner of certain real property in the City of Hastings, County of Dakota, State of Minnesota, legally-described on *Exhibit A* attached hereto and incorporated herein (the “**Property**”)

B. Flint Hills desires to donate, and City desires to accept, the donation of the Property subject to the terms and conditions of this Agreement.

### AGREEMENT

In consideration of the mutual covenants made below and other good and valuable consideration, the parties agree as follows:

1. Offer and Acceptance. Flint Hills agrees to donate, and City agrees to accept donation of the Property, subject to the terms and conditions of this Agreement. There is no personal property included in this donation.

If Closing (as defined below) occurs hereunder, City shall accept the Property in its “AS IS” condition (such provision shall not affect any environmental-related obligations Flint Hills has under applicable law), without representation or warranty from Flint Hills except as expressly provided for herein.

2. Title Matters. Upon execution of this Agreement, City shall, at its sole expense, obtain a commitment for an owner’s policy of title insurance (“**Commitment**”). City shall be allowed 20 business days after receipt of the Commitment for making any objections, which shall be made in writing or deemed waived. Flint Hills shall (if Flint Hills elects to attempt to cure any title objections) have 60 days after receipt of City’s written objections to make title marketable (Flint Hills has no obligation hereunder to cure or attempt to cure any title objections). Upon correction of title (if same occurs) and within 10 days after written notice to City, the parties shall perform this Agreement according to its terms.

If the Flint Hills fails to make title marketable within the 60-day period, City may terminate this Agreement without any liability on its part.

3. Conditions to Closing. The closing of the transaction contemplated by this Agreement and the obligation of the Flint Hills to donate the Property and of the City to accept the Property shall be subject to the following conditions:

3.1 City having reviewed and approved title to the Property pursuant to Section 2, above.

3.2. City having determined on or before the Closing Date (as defined below) that it is satisfied, based upon the results of, and matters disclosed by, any environmental or soil investigations or testing of the Property, that there are no environmental, soil, or other conditions that would interfere with City's proposed use of the Property. City's proposed use of the Property is for conservation purposes.

The above contingencies are for the sole benefit of City, and City shall have the right to waive those contingencies by giving written notice to Flint Hills. If the contingencies set forth in this Section have not been satisfied by the Closing Date, City may terminate this Agreement without any liability on its part by giving written notice to Flint Hills on or before the Closing Date.

4. Available Surveys, Tests, and Reports. Within ten (10) days of the Effective Date, Flint Hills shall cause to be delivered to City, (a) copies of any surveys, easement documents, property tax information (including any appeals), soil tests, environmental or engineering reports, wetland delineations, and any other studies and/or site analyses previously conducted on the Property and in the possession of Flint Hills (b) copies of existing title work for the Property and in the possession of Flint Hills. If City so requests, Flint Hills shall request the preparers of any such surveys, soil tests, environmental reports, and any other studies and/or site analyses to re-issue or re-certify the same for the direct benefit of City, at City's expense, so that City may rely on such site analyses or surveys as if prepared for City in the first instance.

5. Property Investigations. City and its agents shall have the right, at their sole option and risk, to enter the Property for the purposes of surveying inspecting and evaluating the Property as may be necessary to determine the suitability of the Property for uses by the City. City shall not perform any invasive sampling or testing of the Property. If City investigates or tests the Property pursuant to this Section, City shall pay all costs and expenses of such investigations and testing and shall hold Flint Hills harmless from all damages and liabilities arising out of City's activities. All such inspections/testings will be done at times and in manners mutually agreeable to the parties. If the parties are not able to reach an agreement with respect to the times and/or manners of any such inspections, either Flint Hills or City may elect to terminate this Agreement at any time prior to Closing upon written notice to the other party, with no further liability by either party to the other based on such termination. City agrees to provide Flint Hills, prior to Closing, with any reports and/or assessments prepared by City or City's consultants concerning the physical condition of the Property.

**If City's inspections or other inspections prior to Closing reveal any environmental issue relating to the Property that could require the Flint Hills to conduct remediation operations, Flint Hills may elect to terminate this Agreement at any time prior to Closing upon written notice to City, with no further liability by either party to the other based on such termination.**

6. Real Estate Taxes. General real estate taxes applicable to the Property due and payable in the year of Closing shall be prorated between Flint Hills and City on a daily basis as of

12:00 a.m. CT on the Closing Date based upon a calendar fiscal year, with Flint Hills paying those allocable to the period prior to the Closing Date and City being responsible for those allocable to the Closing Date and subsequent thereto.

7. Special Assessments. Flint Hills will pay the outstanding balance of all pending and levied assessments prior to Closing Date.

8. Closing.

8.1. The closing (“**Closing**”) shall take place on August 25, 2022, (“**Closing Date**”) at DCA Title Company, 1313 147<sup>th</sup> Street West, Suite 161 in Apple Valley, Minnesota, unless otherwise agreed to by the parties.

8.2. On the Closing Date, Flint Hills shall deliver to City possession of the Property, and shall execute and/or deliver to City:

- a) A duly executed special warranty deed in the form attached hereto as *Exhibit B*;
- b) A duly executed “Affidavit of Seller” in a form acceptable to Flint Hills;
- c) An “Affidavit of Non-foreign Identity”; and,
- d) Such other documents as may be reasonably required by City’s title examiner or title insurance company, subject to the other provisions herein.

8.3. City shall pay at Closing: the state deed tax; all recording fees and charges relating to the transaction; title insurance premium, if any; and title company closing fee if any.

9. Personal Property Not Included. There is no personal property included in this donation. Flint Hills shall remove all of Flint Hills’s personal property, if any, from the Property prior to closing. Any personal property that remains on the Property after the Closing (other than any personal property located on the Property pursuant to third-party easements) shall be deemed to have been abandoned and shall become the exclusive property of City.

10. Covenants, Representations and Warranties of Flint Hills. Flint Hills hereby warrants and represents to City that, as of the date hereof, each of the following is true and accurate to the best of Flint Hills’s knowledge:

10.1. Flint Hills shall take no actions to encumber title to the Property after the date of this Agreement.

10.2. Flint Hills has the full right and authority to convey the Property to City as provided in this Agreement and the attached Special Warranty Deed form (Flint Hills’s

warranty of title to the Property is limited, as provided for in the attached Special Warranty Deed form), and the person signing this Agreement has the authority to sign on behalf of the Flint Hills.

10.3. There is a right of access to the Property from a public right of way.

10.4. Prior to the Closing Date, payment in full will have been made (or will thereafter be timely made in the ordinary course of business) for all labor, materials, machinery, fixtures or tools furnished within the 120 days immediately preceding the Closing Date in connection with construction, alteration or repair of any structure on or improvement to the Property.

10.5. There have been no bankruptcy proceedings involving Flint Hills during the time Flint Hills has had any interest in the Property.

10.6. There is no action, litigation, investigation, condemnation or proceeding of any kind pending or threatened against Flint Hills or the Property that could materially adversely affect the Property, any portion thereof or title thereto. Flint Hills shall give City prompt written notice if any such action, litigation, condemnation or proceeding is commenced or, to Flint Hills's knowledge, threatened prior to the Closing Date.

10.7. There are no wells located on the Property, there are no underground storage tanks located on the Property, and there are no septic systems located on the Property.

10.8. The Property is not occupied by any tenant nor will the Property be subject to any rights of a tenant under a written or oral lease that expires after the Closing Date.

10.9. Flint Hills has no knowledge that any condition in the Property violates in any material respect any provisions of any applicable building codes, health codes, fire regulations, building restrictions, or other ordinances, orders, or regulations.

Flint Hills hereby agrees that each of the foregoing representations and warranties shall be deemed restated by Flint Hills (subject to any exceptions based on change of facts or change in knowledge, that are provided in writing to City prior to Closing,) effective as of Closing, and shall survive closing hereunder for a period of twelve (12) months thereafter. In the event that any representation or warranty was or is incorrect or breached when made, Flint Hills shall be liable to City for any actual damages of City arising therefrom.

11. Representations and Warranties of City.

11.1. City is a political subdivision of the State of Minnesota and has the power to enter into this Agreement.

11.2. City has approved acceptance of the donation of the Property in accordance with this Agreement pursuant to Minnesota Statutes, Section 465.03.

## 12. Naming Rights.

12.1. City agrees that the Property will be prominently named and referred to with a name (as mutually and reasonably agreed to by Flint Hills and City) that includes the words "Flint Hills Resources," unless a change to another name is agreed upon by the parties. During the period specified in Section 12.3, in the event that Flint Hills' s name (or, if Flint Hills ceases to exist, Flint Hills's successor's name) is changed (by merger or otherwise) and no longer includes the words "Flint Hills Resources," City agrees to not unreasonably refuse to agree to a name change that includes Flint Hills's (or its successor's) new name. (This provision does not grant City any rights in Flint Hills's trade names or trademarks, except for the right to use the words "Flint Hills Resources" for purposes of the Property name as specifically described herein.)

12.2. City will not name any field at, facility at, improvement on, or any part of the Property using the name or logo of any other energy producing company. For purposes of this section, "energy producing company" means a company engaged in the refining or transportation of petroleum products.

12.3. The provisions of this Section 12 shall survive closing and bind City as long as it owns the Property and shall bind (unless such obligations are released by Flint Hills, or if Flint Hills ceases to exist, by Flint Hills's successor) City's successors and assigns who own all or any portion of the Property for a period of 50 years from and after the date of Closing hereunder.

## 13. Use Restrictions.

13.1. The parties acknowledge that the Deed for the Property contains certain use restrictions as to City's future use of the Property.

13.2. The Property may not be sold or transferred to any other party or entity without the written consent and approval of Flint Hills.

13.3. Should City violate the use restrictions in the Deed for Property, then title to the Property shall revert to Flint Hills and Flint Hills shall have an immediate right to retake the Property.

13.4. The provisions of this Section 13 shall survive closing and shall, in perpetuity, bind City as long as it owns the Property, and shall bind (unless such obligations are released by Flint Hills, or if Flint Hills ceases to exist, by Flint Hills's successor) City's successors, assigns, and purchasers of any part of the Property.

## 14. Miscellaneous.

14.1. This Agreement represents the complete and final agreement of the parties and supersedes any prior oral or written understanding, with respect to the subject matter hereof. This Agreement may be amended only by a writing executed by the parties hereto.

This Agreement shall be binding on the parties hereto, their successors and assigns. City may not assign its interest in this Agreement to any third party prior to Closing. The parties' obligations hereunder shall survive Closing and the delivery of the deed at Closing.

14.2. All notices required hereunder shall be given by depositing in the U.S. mail, postage prepaid, certified mail, return receipt requested, to the following addresses (or such other addresses as either party may notify the other):

To the Flint Hills:

Flint Hills Resources Pine Bend, LLC  
Attn: Executive Vice President - Operations  
4111 East 37th Street North  
Wichita, Kansas 67220

To the City:

City of Hastings  
Attn: City Administrator  
101 4<sup>th</sup> Street East  
Hastings, MN 55033-1955


14.3 This Agreement shall be governed by the laws of the State of Minnesota.

14.4 Flint Hills shall be solely responsible for determining whether the donation qualifies as a charitable contribution for purposes of federal and state income tax laws, and City makes no representation or warranty to Flint Hills regarding tax matters, but the parties will reasonably cooperate in the course of preparing necessary documentation relating to such charitable contribution and tax matters. Flint Hills acknowledges that Flint Hills has not relied upon any statements or representations of City with respect to tax matters.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

FLINT HILLS:

FLINT HILLS RESOURCES PINE BEND, LLC,  
A Delaware limited liability company

DocuSigned by:  
*Jeff Ramsey*  
By: \_\_\_\_\_  
Jeff Ramsey 70DED67185A2471...  
President and Chief Executive Officer 



CITY:

CITY OF HASTINGS,  
A MINNESOTA MUNICIPAL CORPORATION

By: \_\_\_\_\_  
Mayor Mary Fasnender

By: \_\_\_\_\_  
City Clerk Kelly Murtaugh

**EXHIBIT A**

A tract of land situated in Section 21, Township 115 N, Range 17 W, 5th Principal Meridian, Dakota County, Minnesota, more specifically described as follows:

Commencing at meander corner on south line of said Section 21, said corner being 1,885.78 feet easterly of one quarter corner, which is 25.27 feet westerly of a witness corner monument, thence westerly along south line of said Section 21, on an assumed bearing of N 89 degrees 02 minutes W, 240.00 feet; thence North 40 degrees 55 minutes West, 1,180.84 feet; thence North 73 degrees 24 minutes West, 637.28 feet to the point of beginning; thence continuing along last described line, 445.19 feet; thence North 31 degrees 02 minutes West, 1,887.08 feet; thence North 58 degrees 55 minutes East 300 feet; thence South 31 degrees 02 minutes 00 seconds East, 2,216.27 feet to the point of beginning.

**SUBJECT TO THE FOLLOWING EXCEPTIONS AND RESERVATIONS:** (1.) All easements, restrictions, and reservations of record; (2.) All matters apparent from a visual inspection of said real property; and (3.) All logos, emblems, signs, trademarks, trade names, and service marks that are the property of FHR.

PID: 19-02100-70-011

*Abstract Property*

**Exhibit B**

FORM OF SPECIAL WARRANTY DEED

STATE OF MINNESOTA     )  
  )  
COUNTY OF DAKOTA     )

Flint Hills Resources Pine Bend, LLC, a Delaware limited liability company, (“Grantor”), with a place of business at 4111 East 37<sup>th</sup> Street North, Wichita, Kansas 67220, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto the City of Hastings, Minnesota (“Grantee”), having a place of business at 101 4<sup>th</sup> Street East, Hastings, Minnesota 55033-1955, all of its right title and interest in and to the property and premises which are more particularly described on *Exhibit A* attached hereto and made a part hereof, together with all and singular the rights and appurtenances belonging in any way to such property (the “Property”), subject to the exceptions and reservations stated or referred to in Exhibit A and for so long as Property Owners (as defined below) abide by the following restrictions:

A. The following “Restrictive Covenant(s)” shall be imposed with respect to the Property:

To the fullest extent permitted by applicable law, Grantee, on its behalf and on behalf of its successors and assigns and all present and future owners and occupiers of and/or successors in title or interest to the Property and any part thereof (collectively, “Property Owners”), agrees to use the Property as public parkland and agrees to the following:

- (i) To not allow the Property to be used for residential purposes, it being the expressed intent of the parties hereto that the Property will be used for conservation uses only and that at no time will any persons be domiciled or otherwise reside on the Property;
- (ii) To prevent the withdrawal of groundwater on, at, under or from the Property for any private or public use including, but not limited to, recreational, potable, irrigation, commercial, industrial, residential and other possible uses;
- (iii) Except for the construction, installation and maintenance of trails or parking areas or picnic shelters to facilitate the public parkland use, to prevent the digging of any holes and excavations of any soil on, at, under or from the Property; and
- (iv) Not to sell or otherwise transfer the Property without the prior written consent of Grantor.

The term “residential purposes” shall include, but not be limited to, use for dwellings such as single family houses or multi-family dwellings and apartments, children’s homes, elderly housing, nursing homes, residential portions of government-owned lands (local, state or federal), day care facilities, educational facilities, hospitals or other medical care facilities, and churches. The above covenants shall apply to and bind each and every Property Owners, and their respective successors and assigns, and shall operate as a covenant running with the land and passing with title to the Property and any part thereof.

B. The Restrictive Covenants set forth herein shall not act to waive, rescind or modify any other restrictions that may be in effect against the Property, it being the intention that the Restrictive Covenants are to supplement and not replace, modify or amend any restrictions or other covenants pertaining to the use of the Property in effect as of the date hereof. Grantee may request in writing a waiver

of said Restrictive Covenants but no waiver, rescission, amendment or other modification of thereof shall be effective unless made in a writing signed by an office of Grantor. The waiver of or failure to enforce any of the restrictions or covenants contained herein shall in no event be deemed to be a waiver of the right to do so at any time thereafter.

C. If at any time Property Owner breaches a Restrictive Covenant, the Property shall immediately revert to Grantor, and Grantor shall have an immediate right to enter and take the Property.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND EXPRESSLY DISCLAIMS ANY WARRANTIES, REPRESENTATIONS, COVENANTS, OR GUARANTEES, EITHER EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, AS TO THE MERCHANTABILITY, QUANTITY, QUALITY, ENVIRONMENTAL CONDITION, OR PHYSICAL CONDITION OF THE PROPERTY OR ITS SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. GRANTEE AFFIRMS THAT IT: (I) HAS INVESTIGATED AND INSPECTED THE PROPERTY AND IS FAMILIAR AND SATISFIED WITH ITS ENVIRONMENTAL CONDITION AND PHYSICAL CONDITION AND (II) HAS MADE ITS OWN DETERMINATION AS TO THE (A) MERCHANTABILITY, QUANTITY, QUALITY, ENVIRONMENTAL CONDITION, AND PHYSICAL CONDITION OF THE PROPERTY, INCLUDING THE POSSIBLE PRESENCE ON, AT, UNDER, OR EMANATING FROM THE PROPERTY OF HAZARDOUS MATERIALS OR OTHER ENVIRONMENTAL CONTAMINATION, AND (B) PROPERTY'S SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

GRANTEE HEREBY ACCEPTS THE PROPERTY IN ITS PRESENT ENVIRONMENTAL CONDITION AND PHYSICAL CONDITION ON AN "AS IS," "WHERE IS," AND "WITH ALL FAULTS AND DEFECTS" (INCLUDING ENVIRONMENTAL) BASIS, REGARDLESS OF HOW SUCH FAULTS AND DEFECTS WERE CAUSED OR CREATED (BY GRANTOR'S NEGLIGENCE, ACTIONS, OMISSIONS, OR FAULT, OR OTHERWISE), AND ACKNOWLEDGES THAT: (A) WITHOUT THIS ACCEPTANCE, THIS SALE WOULD NOT BE MADE, AND (B) GRANTOR SHALL NOT BE UNDER ANY OBLIGATION WHATSOEVER TO UNDERTAKE ANY IMPROVEMENT, REPAIR, MODIFICATION, ALTERATION, REMEDIATION, OR OTHER WORK OF ANY KIND WITH RESPECT TO ANY OF THE PROPERTY.

GRANTOR IS HEREBY EXPRESSLY RELEASED BY GRANTEE AND ITS SUCCESSORS AND ASSIGNS FROM ANY AND ALL RESPONSIBILITIES, LIABILITIES, OBLIGATIONS, AND CLAIMS, KNOWN AND UNKNOWN, WHETHER BASED UPON NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, ARISING UNDER ENVIRONMENTAL STATUTES, COMMON LAWS, OR ANY OTHER LEGAL REQUIREMENT, INCLUDING ANY OBLIGATIONS TO TAKE THE PROPERTY BACK AND ANY ACTIONS FOR CONTRIBUTION, INDEMNITY, OR TO IMPROVE, REPAIR OR OTHERWISE MODIFY THE PHYSICAL CONDITION OR OPERATION OF THE PROPERTY, THAT GRANTEE OR ITS SUCCESSORS OR ASSIGNS MAY HAVE AGAINST GRANTOR OR THAT MAY ARISE IN THE FUTURE, BASED, IN WHOLE OR IN PART, UPON THE PRESENCE OF HAZARDOUS MATERIALS OR OTHER ENVIRONMENTAL CONTAMINATION ON, AT, UNDER, OR EMANATING FROM THE PROPERTY OR ARISING FROM THE ENVIRONMENTAL CONDITION OR PHYSICAL CONDITION OF THE PROPERTY, REGARDLESS OF HOW CAUSED OR CREATED (BY GRANTOR'S NEGLIGENCE, ACTIONS, OMISSIONS, OR FAULT, PURSUANT TO ANY STATUTORY SCHEME OR STRICT LIABILITY, OR OTHERWISE). GRANTEE FURTHER ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY EXPLAINED TO GRANTEE AND THAT IT FULLY UNDERSTANDS AND ACCEPTS THE SAME AS A CONDITION TO PROCEEDING WITH THIS TRANSACTION. GRANTEE ACKNOWLEDGES THAT NONE OF GRANTOR'S EMPLOYEES, AGENTS, OR REPRESENTATIVES HAS MADE ANY STATEMENTS OR REPRESENTATIONS CONTRARY TO THE PROVISIONS OF THIS SECTION.

GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AS TO THE ACCURACY OR COMPLETENESS OF ANY TITLE OPINION, DATA, REPORTS, RECORDS, PROJECTIONS, INFORMATION, OR MATERIALS NOW, HERETOFORE, OR HEREAFTER FURNISHED OR MADE AVAILABLE TO GRANTEE IN CONNECTION WITH THE PROPERTY, INCLUDING ANY DESCRIPTION OF THE PROPERTY, THE PRICING ASSUMPTIONS, THE ENVIRONMENTAL CONDITION, OR PHYSICAL CONDITION OF THE PROPERTY, ANY OTHER MATTERS CONTAINED IN THE DATA, OR ANY OTHER MATERIALS FURNISHED OR MADE AVAILABLE TO GRANTEE BY GRANTOR OR BY GRANTOR’S EMPLOYEES, AGENTS, OR REPRESENTATIVES. GRANTEE HAS RELIED, AND WILL RELY, SOLELY UPON ITS INDEPENDENT INVESTIGATION OF, AND JUDGEMENT WITH RESPECT TO, THE PROPERTY AND ITS VALUE.

TO HAVE AND TO HOLD said described Property unto the Grantee, Grantee’s successors and assigns forever. Grantor warrants title to the Property, subject to the foregoing exceptions and restrictions, unto Grantee against any and all acts, conveyances, liens and encumbrances affecting such Property made or suffered to be made or done by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**FLINT HILLS RESOURCES PINE BEND, LLC**  
 (“Grantor”)

By: \_\_\_\_\_  
Jeff Ramsey  
President and Chief Executive Officer

STATE OF KANSAS            )  
  ) ss.  
COUNTY OF SEDGWICK    )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of Flint Hills Resources Pine Bend, LLC, a Delaware limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by:

The CITY OF HASTINGS, MINNESOTA (“Grantee”)

By: \_\_\_\_\_

Printed Name: Mary Fasbender

Title: Mayor

I, Kelly Murtaugh, certify that I am the City Clerk of the City of Hastings, State of Minnesota; that Mayor Mary Fasbender signed this Special Warranty Deed on behalf of said City of Hastings; that said Special Warranty Deed was duly signed for and on behalf of said City by authority of its governing body and is within the scope of said governing body’s corporate and legislative powers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_

Mail Tax Statements to:

City of Hastings, Minnesota  
101 4<sup>th</sup> Street East  
Hastings, Minnesota 55033-1955

DRAFTED BY:  
Kim Boatright, Senior Counsel  
Flint Hills Resources, LC  
4111 East 37<sup>th</sup> Street North  
Wichita, Kansas 67220

**EXHIBIT A**

to

**Special Warranty Deed dated \_\_\_\_\_, 2022 by and between  
Flint Hills Resources Pine Bend, LLC and The City of Hastings, Minnesota**

Legal Description:

A tract of land situated in Section 21, Township 115 N, Range 17 W, 5th Principal Meridian, Dakota County, Minnesota, more specifically described as follows:

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