



LAND TYPE Torrens (T)

DOC NUM 5937920

Certified, filed and/or recorded on
Apr 18, 2022 11:56 AMOffice of the Registrar of Titles
Hennepin County, Minnesota
Amber Bougie, Registrar of Titles
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Deputy 136

Pkg ID 2430010E

Document Recording Fee

\$46.00

Document Total

\$46.00

Existing Certs
1144406

PROOF OF PARKING AGREEMENT

THIS PROOF OF PARKING AGREEMENT ("Agreement") is made effective as of this 7th day of April, 2022, by and between the City of Bloomington, a Minnesota municipal corporation, 1800 West Old Shakopee Road, Bloomington, Minnesota 55431 ("City") and Seagate Technology, LLC, a Delaware limited liability company whose home office address is 1209 Orange Street, Wilmington, Delaware 19801, and whose Minnesota registered office address is 1010 Dale Street North, St. Paul, Minnesota, 55117-5603 ("Applicant").

RECITALS

Applicant is the owner of certain real property located at 7801 Computer Avenue South and 7850 Nord Avenue South, Bloomington, Hennepin County, Minnesota, and legally described as:

Lot 2, Block 1, SEAGATE 2ND ADDITION

Lot 1, Block 1, SEAGATE 2ND ADDITION

Hennepin County, Minnesota (the "Property").

Applicant filed a development application (Case #PL202100255) for the City's approval of a Major Revision to the Preliminary and Final Development Plans of 7801 Computer Avenue South and 7850 Nord Avenue South in the City of Bloomington, Hennepin County. The application included the following requested approvals:

1. A Major Revision to the Preliminary and Final Development Plans for a two-story, approximately 80,000 square foot addition to an existing technology campus.

The City Council of the City of Bloomington, Minnesota, at its regular meeting of February 14, 2022, approved the above-referenced Major Revision to Preliminary and Final Development Plans (the "Council Approval") subject to, and contingent upon, the Applicant's satisfaction of certain conditions relating to the Property, and made subject to those conditions, as well as all applicable code provisions, including but not limited to City Code, building code and fire code (whether or not enumerated in the Council Approval).

Condition #14 of the Council Approval requires applicant to execute and record a proof of parking agreement for 170 additional parking spaces. Pursuant to Section 21.301.06(e) of the Bloomington City Code, proof of parking agreements must be memorialized and placed of record with title to the property. This Agreement memorializes Condition #14 of the Council Approval.

NOW, THEREFORE, in consideration of the recitals stated above and the mutual covenants below, the parties agree as follows:

1. **Recitals.** The foregoing recitals are correct and are incorporated herein.

2. **Execution and Recording.** Applicant shall execute and file this Agreement with the office of the Hennepin County Recorder and/or Registrar of Titles, as applicable, and provide the City with proof of the recording of the Agreement. No permits shall be issued by the City in connection with the proposed expansion until such proof of recording has been provided.

3. **Notice from the City.** The City may direct the construction of the proof of parking spaces at such time as the City, in its sole discretion and based upon an observed lack of available parking on the Property, determines that there is a need for the parking stalls thereon. This direction shall be given in writing and shall be mailed or delivered in accordance with the notice provisions described herein (the "Notice"). The Notice shall specify the number of proof of parking spaces that shall be constructed, and it shall state the time frame within which they shall be constructed. The time frame set by the City for the construction of the Proof of Parking Stalls shall take into account the work to be done and seasonal construction limitations and considerations, and it shall be a minimum of ninety (90) days from the date of the Notice.

4. **Construction of the Proof of Parking Stalls.** Applicant shall, at its sole expense, construct the roof of parking spaces upon the direction of the City to do so, and shall do so within the time frame specified in the Notice, subject to seasonal construction limitations and considerations. The Proof of Parking Stalls shall be constructed in accordance with the approved Plan as depicted in Exhibit B.

5. **Default by Seagate.** Failure by Applicant to construct complying proof of parking space in a timely manner shall be considered a default by Applicant. In the event of a default by Applicant, the City may take whatever action at law or in equity as may appear necessary or desirable to the City to enforce performance of this Agreement, including but not limited to the revocation of City approvals. Applicant shall be liable to the City for the costs and expenses of such enforcement actions and proceedings, including attorney's fees.

6. **Notices and Demands.** Notices, demands, or other communications to a party under this Agreement shall be sufficiently given if sent by registered or certified mail, postage pre-paid, return receipt requested, or by overnight delivery with a reputable overnight courier, and addressed to the party as follows:

If to the City:

City of Bloomington
ATTN: Director of Community Development
1800 West Old Shakopee Road
Bloomington, Minnesota 55431

If to Seagate:

Seagate
Attn: Martin Leppert
Facilities Staff Engineer
7801 Computer Avenue South
Bloomington, Minnesota
martin.l.leppert@seagate.com

7. **Relationship of the Parties.** No partnership or joint venture is established between the parties hereto by or under this Agreement or any agreement referenced herein.

8. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, including without limitation any and all future and present owners, tenants, occupants, licensees, mortgagees and any other parties with any interest in the Property. Upon sale or conveyance of any portion of the Property, the transferee shall be liable for all obligations of Applicant which relate to such portions of the Property and the transferor shall be automatically released from any further obligation, liability, right or responsibility under this Agreement relating to the transferred portion of the Property.

9. **Governing Law.** City and Applicant agree that the laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the undersigned parties and performance under it without regard to the principles of conflicts of law. The language of this Agreement is and shall be deemed the result of negotiation among the parties and their respective legal counsel and shall not be strictly construed for or against any party. Each party agrees that any action arising out of or in connection with this Agreement shall be brought solely in the courts of the State of Minnesota, Fourth Judicial District, or the United States District Court for the District of Minnesota.

10. **Entire Agreement.** This Agreement and the Plans represent the entire Agreement between Applicant and the City. All previous agreements, whether written or oral, are superseded by and merged into this Agreement. Subsequent changes shall not be binding unless reduced to writing and signed by the parties hereto.

11. **Severability.** If any provision or term of this Agreement for any reason is declared invalid, illegal or unenforceable, such decision shall not affect the validity of any remaining provisions. The remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the parties that they would have executed the remaining portions of this Agreement without including any such part or portion which may be hereafter declared invalid.

12. **Signature/Execution of Multiple Originals.** Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. Facsimile or electronic signatures are not accepted by the City, or by Hennepin County for recording purposes. The City requires (1) original of this Agreement for City records; Seagate to retain one (1) fully executed original; Hennepin County will require one (1) original for recording.

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

[left blank intentionally; signature pages follow]

Signature Page for CITY OF BLOOMINGTON

CITY OF BLOOMINGTON

DATED: 4/2/22

By: Michael Sable
Michael Sable
Acting City Manager

Reviewed and approved by the City Attorney.

Melissa Mandell
City Attorney

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

This instrument was acknowledged before me on this 7th day of April, 2022, by Michael Sable, the Acting City Manager of the City of Bloomington, under the laws of the State of Minnesota, on behalf of the City of Bloomington.

Kristin M. Graves
Notary Public



Signature Page for SEAGATE TECHNOLOGY, LLC

SEAGATE TECHNOLOGY, LLC

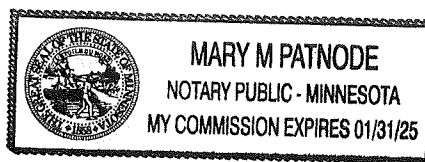
DATED: April 12, 2022

By: Kristin Duxstad
Kristin Duxstad
Vice President – Wafer Operations

STATE OF Minnesota)
COUNTY OF Hennepin) SS.

This instrument was acknowledged before me this 12th day of April, 2022 by Kristin Duxstad, Vice President – Wafer Operations, on behalf of Seagate Technology, LLC.

Mary M. Patnode
Notary Public



This instrument was drafted by:
Legal Dept. – City of Bloomington
1800 W. Old Shakopee Rd.
Bloomington, MN 55431
952-563-8753

EXHIBIT A
DECISION NOTICE



February 15, 2022

Seagate Technology, LLC
 ATTN: Martin Leppert
 7801 Computer Avenue South
 Minneapolis, MN 55435

RE: Case # PL202100255 – Major Revision to PDP/FDP for an addition to a technology campus
 7801 Computer Avenue South and 7850 Nord Avenue South

Mr. Leppert:

At its regular meeting of February 14, 2022, the City Council approved a Major Revision to Preliminary and Final Development Plans for a two-story, approximately 81,000 square-foot building addition to an existing technology campus located at 7801 Computer Avenue South and 7850 Nord Avenue South (Case # PL202100255).

The approval is subject to conditions that must be satisfied prior to the issuance of a Grading, Footing, Foundation or Building Permit. While the conditions list includes selected City Code requirements of particular interest, the development must comply with all applicable local, state and federal codes.

1. Prior to Permit A Site Development Agreement, including all conditions of approval, must be executed by the applicant and the City and must be properly recorded by the applicant with proof of recording provided to the Director of Community Development.
2. Prior to Permit A building permit for all required changes to accommodate the proposed use be obtained.
3. Prior to Permit A Construction Management Plan must be submitted for review and approval by the City.
4. Prior to Permit Sewer Availability Charges (SAC) must be satisfied.
5. Prior to Permit Access, circulation and parking plans must be approved by the City Engineer.
6. Prior to Permit Grading, Drainage, Utility and Erosion Control plans must be approved by the City Engineer.
7. Prior to Permit An erosion control surety must be provided (16.08(b)).
8. Prior to Permit Storm Water Management Plan must be provided that demonstrates compliance with the City's Comprehensive Surface Water Management Plan. A maintenance plan must be signed by the property owners and must be filed of record with Hennepin County.
9. Prior to Permit A Nine Mile Creek Watershed District permit must be obtained and a copy submitted to the Engineering Division.

10. Prior to Permit A National Pollutant Discharge Elimination System (NPDES) construction site permit and a Storm Water Pollution Prevention Plan (SWPPP) must be provided if greater than one acre is disturbed (State of MN and Federal regulation).
11. Prior to Permit A Minnesota Pollution Control Agency (MPCA) Sanitary Sewer Extension or Modification Permit must be obtained or notification from the MPCA that this permit is not required must be submitted to the City (State of MN).
12. Prior to Permit A Minnesota Department of Health (MDH) watermain review and approval must be obtained or notification from MDH that this permit is not required must be submitted to the City (State of MN).
13. Prior to Permit Utility plan showing location of existing and proposed water main and fire hydrant locations must be approved by the Fire Marshal and Utilities Engineer (City Code Sec. 6.20, Minnesota State Fire Code Sec. 508).
14. Prior to Permit A Proof of Parking Agreement for 170 additional parking spaces must be approved and filed with Hennepin County.
15. Prior to Permit A public right-of-way use agreement must be approved and recorded to allow continued use of the right-of-way along the southern boundary of the campus for parking and circulation purposes.
16. Prior to Permit Tier 2 Transportation Demand Management plan must be submitted (Sec. 21.301.09(b)(2)).
17. Prior to Permit Landscape plan must be approved by the Planning Manager and landscape surety must be filed (Sec 21.301.15).
18. Prior to Permit Parking lot and site security lighting plans must be revised to satisfy the requirements of City Code Section 21.301.07.
19. Prior to Permit Exterior building materials must be approved by the Planning Manager (Sec. 19.63.08).
20. Prior to Permit New outdoor equipment yard must be screened according to Section 21.301.15(d) of the City Code.
21. Prior to Permit Trash and recyclable storage facilities must be compliant with Section 21.301.17 of the City Code.
22. Prior to C/O Prior to occupancy, life safety requirements must be reviewed and approved by the Fire Marshal.
23. Prior to C/O Building must be provided with an automatic fire sprinkler system as approved by the Fire Marshal (MN Bldg. Code Sec. 903, MN Rules Chapter 1306; MN State Fire Code Sec. 903).
24. Prior to C/O Buildings shall meet the requirements of the Minnesota State Fire Code Appendix L (Emergency Responder Radio Coverage) adopted through City Ordinance to have approved radio coverage for emergency responders based upon the existing coverage levels of the public safety communication systems.
25. Prior to C/O The developer must submit electronic utility as-builts to the Public Works Department prior to the issuance of the Certificate of Occupancy.
26. Prior to C/O Bicycle parking spaces must be provided and located throughout the site as approved by the City Engineer.
27. Ongoing Alterations to utilities must be at the developer's expense.
28. Ongoing All new rooftop equipment must be fully screened according to Section

- 21.301.18 of the City Code.
29. Ongoing Fire lanes must be posted as approved by the Fire Marshal (MN State Fire Code Sec. 503.3).
30. Ongoing All construction related loading, unloading, pick-up, drop-off, staging, stockpiling or parking must occur on site and off public streets.
31. Ongoing Signs must be in compliance with the requirements of Chapter 19, Article X of the City Code.

Should you have any questions regarding this action, please contact Nick Johnson, Planner, at (952) 563-8925 or nmjohnson@BloomingtonMN.gov.

Sincerely,



Glen Markegard, AICP
Planning Manager

C: Nate Roisen, BWBR

EXHIBIT B
PROOF OF PARKING STALLS

