

CASE FILE #PL2020-19



Doc No **T05691153**

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Hennepin County, Minnesota
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Document Recording Fee

\$46.00

Document Total

\$46.00

Existing Certs

1144406

PROOF OF PARKING AGREEMENT

THIS PROOF OF PARKING AGREEMENT ("Agreement") is made this 20th day of February 2020 by and between the City of Bloomington, a Minnesota municipal corporation, 1800 West Old Shakopee Road, Bloomington, Minnesota 55431 ("City") and Seagate Technology LLC, 47488 Kato Road, Fremont, California 94538 ("Seagate").

RECITALS

Seagate 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").

The Property is presently developed as a technology campus.

Seagate recently applied for approvals from the City of Bloomington for a Minor Revision to the Final Development Plans for an approximately 1,400 square foot addition to install a freight elevator (Case #PL2020-19) which was administratively approved by the Planning Manager on January 31, 2020 ("Decision Notice"). The Decision Notice is attached hereto and incorporated herein by reference as Exhibit A. The construction of the approved addition will require the removal of 7 parking spaces. The existing quantity of parking at the technology campus is below the level approved for the subject planned development of record (Case #9278B-12) – 1,077 parking spaces. As a result, any reduction in parking quantity associated with the project must be replaced on-site at a one-to-one ratio.

The administrative approval of January 31, 2020 approved replacement parking stalls on a proof-of-parking basis and allowed for the construction of those stalls (the "Proof of Parking Stalls") to be deferred until such time as they are needed. The Proof of Parking Stalls are comprised of 7 new stalls as depicted on Exhibit B, which is attached hereto and incorporated herein by reference. Pursuant to Section 21.301.06(e) of the Bloomington City Code, the approved Proof of Parking Stalls must be memorialized and placed of record with title to the Property.

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.** Seagate 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 freight elevator addition until such proof of recording has been provided.

3. **Notice from the City.** The City may direct the construction of the Proof of Parking Stalls 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 Stalls 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.** Seagate shall, at its sole expense, construct the Proof of Parking Stalls 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 Seagate to construct complying Proof of Parking Stalls in a timely manner shall be considered a default by Seagate. In the event of a default by Seagate, 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. Seagate 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

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 Seagate 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.** The City and Seagate 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 the 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 (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 the City of Bloomington

CITY OF BLOOMINGTON

DATED: 2/20/20

By: [Signature]
James D. Verbrugge
Its City Manager

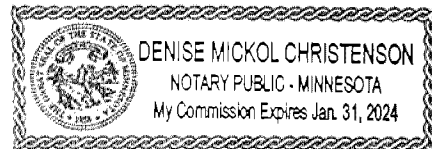
Reviewed and approved by the City Attorney.

[Signature]
City Attorney

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

This instrument was acknowledged before me on this 20 day of february, 2020, by James D. Verbrugge, the City Manager of the City of Bloomington, under the laws of the State of Minnesota, on behalf of the City of Bloomington.

[Signature]
Notary Public



Signature Page for SEAGATE

SEAGATE TECHNOLOGY LLC

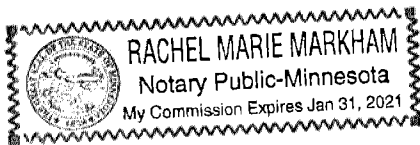
DATED: 3/4/2020

By: Brian Burns
Brian Burns
Site Vice President

STATE OF Minnesota
COUNTY OF Hennepin ^{-) SS.}

This instrument was acknowledged before me this 4 day of March, 2020 by Brian Burns, Site Vice President on behalf of Seagate Technology LLC a foreign limited liability corporation.

Rachel Markham
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

January 31, 2020

Seagate Technology Inc.
ATTN: Martin Leppert
7801 Computer Avenue South, Mailstop NRW 122
Bloomington, MN 55435

RE: Case # PL2020-19 – Final Development Plans for a freight elevator addition
7850 Nord Avenue South and 7801 Computer Avenue South

Mr. Leppert:

As set forth in City Code Section 21.501.03(c), I have administratively approved a Minor Revision to the Final Development Plans for an approximately 1,400 square foot addition to install a freight elevator at an existing technology campus located at 7801 Computer Avenue South and 7850 Nord Avenue South, subject to the following conditions:

1. Prior to Permit A Proof of Parking Agreement for seven parking spaces must be approved and filed with Hennepin County.
2. Prior to Permit A building permit for all required changes to accommodate the proposed use be obtained.
3. Prior to Permit Access, circulation and parking plans must be approved by the City Engineer.
4. Prior to Permit Sewer Availability Charges (SAC) must be satisfied.
5. Prior to Permit Exterior building materials must be approved by the Planning Manager (Sec. 19.63.08).
6. Prior to C/O Prior to occupancy, life safety requirements must be reviewed and approved by the Fire Marshal.
7. Ongoing The site and building improvements are limited to those as shown on the approved plans in Case File #PL2020-19.
8. Ongoing All construction related loading, unloading, staging and parking must occur on site and off public streets.
9. Ongoing Development must comply with the Minnesota State Accessibility Code (Chapter 1341).

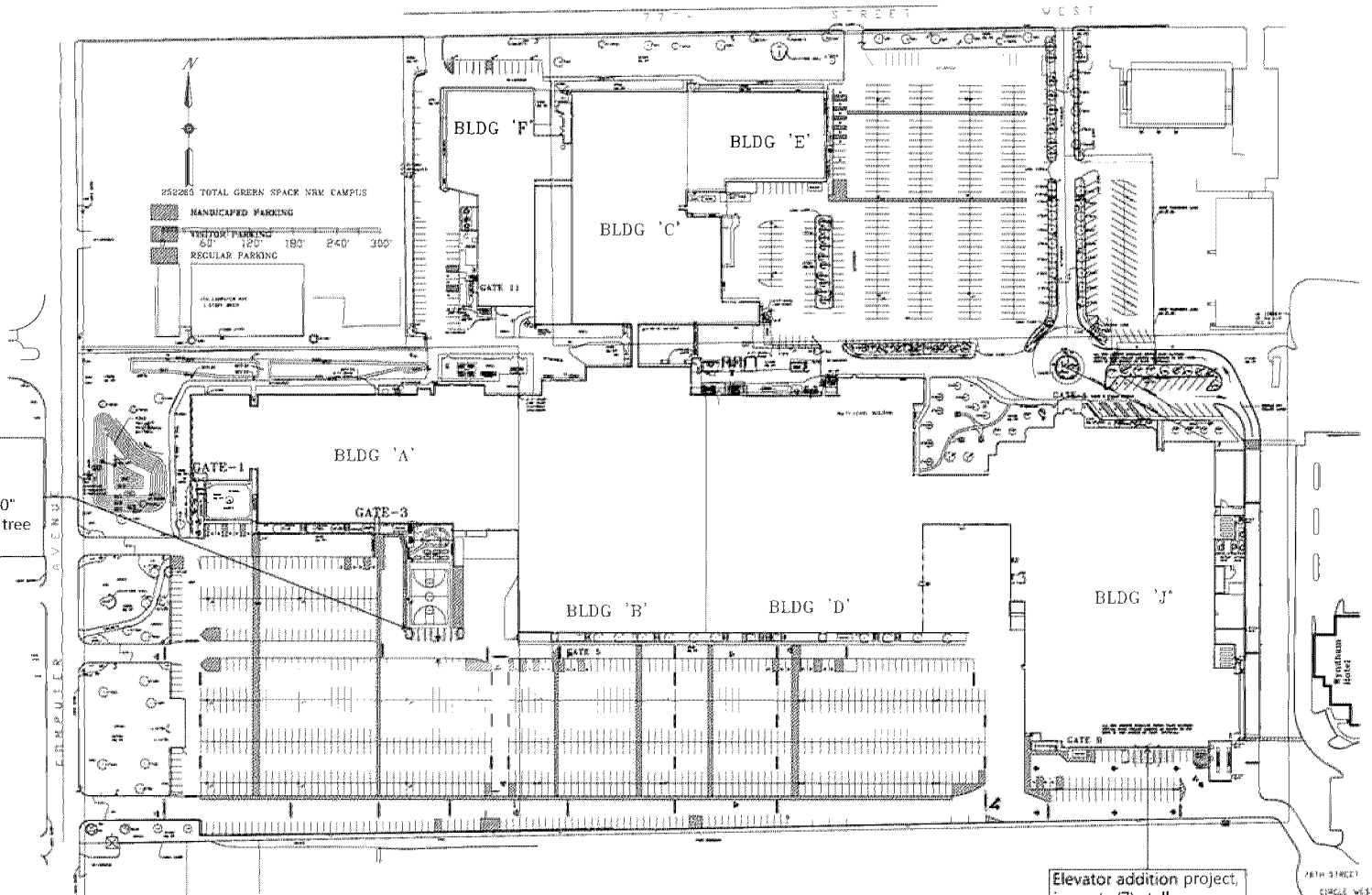
Should you have any questions regarding this action, please contact Nick Johnson, Planner, at (952) 563-8925 or nmjohnson@BloomingtonMN.gov.

Sincerely,

A handwritten signature in cursive script that reads "Glen Markegard".

Glen Markegard, AICP
Planning Manager

Proof of Parking Location
 (7) Stalls at 9' x 18'-0"
 24' Drive Aisle Width
 Island at each end at 8' x 15'-0"
 Island includes (1) deciduous tree



Site Plan Scale 1" = 60'-0"