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HAZARDOUS MATERIALS
AND WASTE MANAGEMENT

RECEPTION#: 20090000110, 01/05/2009 at 09:43:36 AM,
1 OF 53, R $266.00 TD Pgs: 0
Scott Doyle, Larimer County, CO

This property is subject to an Environmental Covenant held by the Colorado Department of Public Health and Environment pursuant to section 25-15-321, C.R.S.

ENVIRONMENTAL COVENANT

Agilent Technologies, Inc. ("Agilent") grants an Environmental Covenant ("Covenant") this 22nd day of December, 2008 to the Hazardous Materials and Waste Management Division of the Colorado Department of Public Health and Environment ("the Department") pursuant to C.R.S. § 25-15-321 of the Colorado Hazardous Waste Act, C.R.S. § 25-15-101, *et seq*. The Department's address is 4300 Cherry Creek Drive South, Denver, Colorado 80246-1530.

WHEREAS, Agilent is the owner of certain property commonly referred to as the former Hewlett Packard - Loveland Manufacturing Facility, located at 815 14th Street Southwest, Loveland, Colorado, portions of which, more particularly described in Exhibits A, B, C, D and E attached hereto and incorporated herein by reference as though fully set forth (hereinafter referred to as "the Property"), contain residual levels of certain contaminants; and

WHEREAS, pursuant to the Corrective Action Plan implemented under Consent Order 87-3-13-1, the Property was the subject of enforcement and remedial action pursuant to the Colorado Hazardous Waste Act, C.R.S. § 25-15-301, et. seq. ("CHWA"); and

WHEREAS, the purpose of this Covenant is to ensure protection of human health and the environment by restricting uses of the Property in limited areas which exhibit residual levels of contamination above regulatory standards that could, if engaged in, lead to adverse impact to human health or the environment; and

WHEREAS, Agilent desires to subject the Property to certain covenants and restrictions as provided in Article 15 of Title 25, Colorado Revised Statutes, which covenants and restrictions shall burden the Property and bind Agilent and all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and any persons using the land, as described herein, for the benefit of the Department and the Hewlett-Packard Company ("Hewlett-Packard").

Agilent Technologies
ATTN Kim Meisner-Holobs
5555 Airport Blvd. Suite 100
Boulder, CO 80301

NOW, THEREFORE, Agilent hereby grants this Covenant to the Department, with Hewlett-Packard as a third party beneficiary, and declares that the Property as described in Exhibits A, B, C, D and E shall hereinafter be bound by, held, sold, and conveyed subject to the following requirements set forth below, which shall run with the Property in perpetuity and be binding on Agilent and all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and any persons using the land. Agilent and all parties having any right, title, or interest in the Property, or any part thereof, their heirs, successors and assigns shall hereinafter be referred to in this covenant as OWNER.

1) Use restrictions

a) The following restrictions shall apply to those parcels shaded blue on Exhibit A and further described in Exhibits B and C:

(i) Groundwater shall not be removed by well or other means for domestic, agricultural, commercial, or other use. For the purpose of this restriction, "groundwater" means subsurface water in a zone of saturation that is or can be brought to the surface of the ground or to surface waters through wells, springs, seeps or other discharged areas. This limitation shall not apply to the existing monitoring wells located on the Property and to potential installation of monitoring wells in the future for use solely to obtain groundwater samples for analysis.

(ii) Any excavation, grading, or construction activity that has the potential to expose groundwater shall be conducted pursuant to the groundwater provisions of a Materials Management Plan approved by the Department, a copy of which is attached hereto as Exhibit F and incorporated herein by reference. A copy also can be obtained from the Department at the address provided in Section 10 herein

(iii) Any new construction of enclosed buildings to include residential uses at grade or below grade level, shall include vapor intrusion controls such as a vapor barrier, a sub-slab depressurization system, or a passive venting system, as may be appropriate and determined by standard engineering practices.

(iv) With the exception of Building E, none of the following uses shall be made within the bottom floor of any building existing on the Property as of the date of this Covenant: residential, childcare, eldercare or care of the infirm.

b) The following restrictions shall apply to those parcels shaded red or purple on Exhibit A and further described in Exhibits D and E:

(i) Groundwater on the Property shall not be removed by well or other means for domestic, agricultural, commercial, or other use. For the purpose of this restriction, "groundwater" means subsurface water in a zone of saturation that is or can be brought to the surface of the ground or to surface waters through wells, springs, seeps or other discharged areas. This limitation shall not apply to the existing monitoring wells located on the Property and to potential installation of monitoring wells in the future for use solely to obtain groundwater samples for analysis.

(ii) No residential use shall be made of the Property.

(iii) Any excavation, grading, or construction activity that has the potential to disturb the soil shall be conducted pursuant to the soil provisions of a Materials Management Plan approved by the Department, except that the metals provisions of such Materials Management Plan shall apply only to excavation, grading, or construction activity that has the potential to disturb soil within the areas shaded purple on Exhibit A, and more particularly described in Exhibit E. A copy of the Materials Management Plan is attached hereto as Exhibit F and incorporated herein by reference. A copy also can be obtained from the Department at the address provided in Section 10 herein

(iv) Any excavation, grading, or construction activity that has the potential to expose groundwater shall be conducted pursuant to the groundwater provisions of a Materials Management Plan approved by the Department. A copy of the Materials Management Plan is attached hereto as Exhibit F and incorporated herein by reference. A copy also can be obtained from the Department at the address provided in Section 10 herein

c) As originally constructed, Building C on the Property includes two French Drain systems that protect the building and structures within it from groundwater intrusion. These French drain systems collect at two points, the Building C French Drain Sump (BCFDS) and the Fire Tank Sump (FTS). The BCFDS discharges by gravity, and the FTS discharges by pump, to underground storm water piping, which drains by gravity to the Irrigation / Stormwater Pond. Unless and until Building C is demolished, the BCFDS, the FTS and associated pumps and piping, must be maintained in good working order at all times. Any modifications to the BCFDS, the FTS or associated pumps and piping must be completed in accordance with the Materials Management Plan. A copy of the Materials Management Plan is attached hereto as Exhibit F and incorporated herein by reference. A copy also can be obtained from the Department at the address provided in Section 10 herein.

2) Modifications

This Covenant runs with the land and is perpetual, unless modified or terminated pursuant to this section. OWNER may request that the Department approve a modification or termination of the Covenant. The

request shall contain information showing that the proposed modification or termination shall, if implemented, ensure protection of human health and the environment. The Department shall review any submitted information, and may request additional information. If the Department determines that the proposal to modify or terminate the Covenant will ensure protection of human health and the environment, it shall approve the proposal. No modification or termination of this Covenant shall be effective unless the Department has approved such modification or termination in writing. Information to support a request for modification or termination may include one or more of the following:

a) a proposal to perform additional remedial work;
b) new information regarding the risks posed by the residual contamination;
c) information demonstrating that residual contamination has diminished;
d) information demonstrating that the proposed modification would not adversely impact the remedy and is protective of human health and the environment; and
e) other appropriate supporting information.

3) Conveyances

OWNER shall notify the Department at least fifteen (15) days in advance of any proposed grant, transfer or conveyance of any interest in any or all of the Property.

4) Notice to Lessees

OWNER agrees to incorporate either in full or by reference the restrictions of this Covenant in any leases, licenses, or other instruments granting a right to use the Property.

5) Notification for proposed construction and land use

OWNER shall notify the Department simultaneously when submitting any application to a local government for a building permit or change in land use.

6) Inspections

The Department shall have the right of entry to the Property at reasonable times with prior notice for the purpose of determining compliance with the terms of this Covenant. Nothing in this Covenant shall impair any other authority the Department may otherwise have to enter and inspect the Property.

7) No Liability

The Department does not acquire any liability under State law by virtue of accepting this Covenant, nor does any other named beneficiary of this Covenant acquire any liability under State law by virtue of being such a beneficiary.

8) Enforcement

The Department may enforce the terms of this Covenant pursuant to C.R.S. §25-15-322. Agilent, Hewlett-Packard and any other named beneficiaries of this Covenant may file suit in district court to enjoin actual or threatened violations of this Covenant.

9) Owner's Compliance Certification

OWNER shall execute and return a certification form provided by the Department, on an annual basis, detailing OWNER's compliance, and any lack of compliance, with the terms of this Covenant.

10) Notices

Any document or communication required under this Covenant shall be sent or directed to:

Hazardous Materials and Waste Management Division
Colorado Department of Public Health and Environment
4300 Cherry Creek Drive South
Denver, CO 80246-1530

Environmental Counsel
Corporate Counsel
Agilent Technologies, Inc.
5301 Stevens Creek Blvd., MS 1A-LC
Santa Clara, CA 95051

Environmental Counsel
Corporate Legal Department
Hewlett-Packard Company
3000 Hanover Street, MS- 1050
Palo Alto, CA 94304

Any party to this Covenant may change the person or address to which documents or communication must be directed by Notice of such change pursuant to this Section 10.

Agilent Technologies, Inc., has caused this instrument to be executed this 27th day of AUGUST, 2008.

Agilent Technologies, Inc.

By: Marie Oh Huber

Title: MARIE OH HUBER
Vice President,
~~Deputy General Counsel~~
and Assistant Secretary

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, _____ by _____ on behalf of Agilent Technologies, Inc.

SEE ATTACHED

_____
Notary Public

_____
Address

_____

My commission expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

On Aug. 27, 2008 (Date) before me, Susan M. Hemstreet, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Marie On Huber (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

SUSAN M. HEMSTREET
COMM. #1736976
NOTARY PUBLIC • CALIFORNIA
SANTA CLARA COUNTY
Commission Expires May 3, 2011
PBC1

Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Susan M. Hemstreet
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Environmental Covenant

Document Date: Aug. 27, 2008 Number of Pages: 52

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Marie On Huber
☐ Individual
☒ Corporate Officer — Title(s): V.P. Deputy Gen. Counsel & Asst. Sec.
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing: Agilent Technologies, Inc.

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:
☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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Accepted by the Colorado Department of Public Health and Environment this 22nd day of December, 2008.

By: Gary W. Broughman

Title: Director, HMWMD

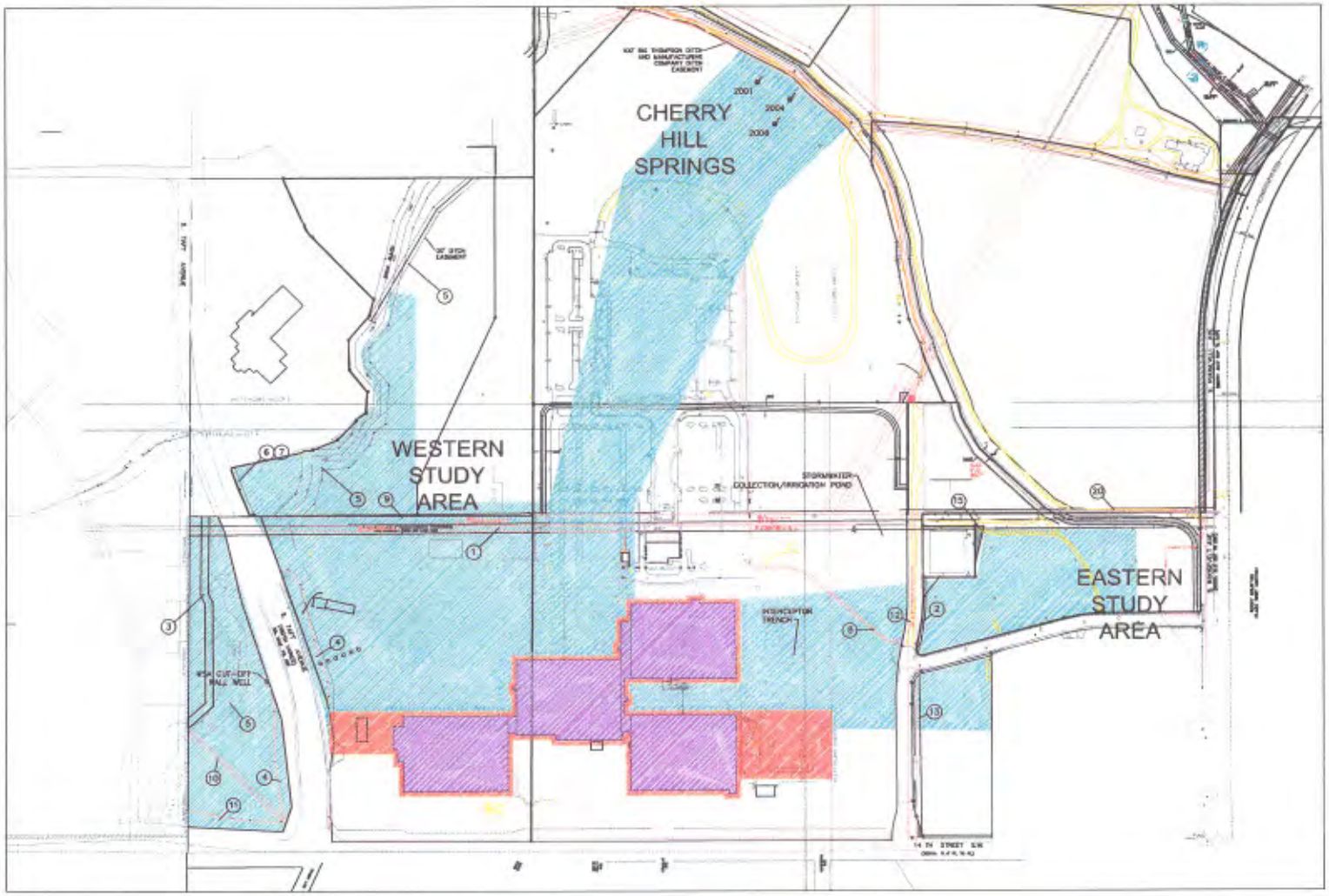
STATE OF Colorado)
) ss:
COUNTY OF Arapahoe)

The forgoing instrument was acknowledged before me this 22nd day of December, 2008, by Gary W. Broughman on behalf of the Colorado Department of Public Health and Environment.

Nina L. Huber
Notary Public

4300 Cherry Creek Dr South
Address
Denver Co 80246

My commission expires: 2-29-2012



SOURCE:
ALTA/ACSM Land
Title Survey By
STANTEC Dated
July 27, 2006

Legend
- Groundwater Area
- Groundwater and Soil VOCs Area
- Groundwater and Soil VOC's and Metals Area

0 400 800
SCALE IN FEET

SRK Consulting
Engineers and Scientists

PROJECT NO.	DATE	REVISION
0107704.00	June 2007	A

FIGURE 10

HP SITE COVENANT AREAS

S:\5000\HP LOVELAND\FIGS\ figure 10 08/19/08 15:46 simpsonkc XREFS: base map

C:\DWGS\FIGURE 10.DWG