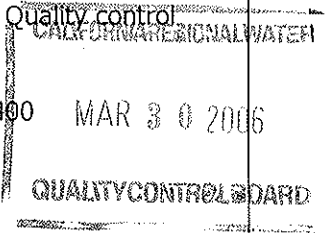


**RECORDING REQUESTED BY:**  
Agilent Technologies, Inc.

**AND WHEN RECORDED MAIL TO**

California Regional Water Quality Control Board  
C/O Executive Officer  
1515 Clay Street, Suite 1400  
Oakland, Ca 94612



DOCUMENT: 18842554



Pages: 11  
Fees: 37.00  
Taxes:  
Copies:  
AMT PAID 37.00

Escrow No.: 05-98200277-SM  
Locate No.: CACTI7743-7743-2982-0098200277  
Title No.: 05-98200277-MC

BRENDA DAVIS  
SANTA CLARA COUNTY RECORDER  
Recorded at the request of  
Chicago Title

RDE # 012  
3/14/2006  
8:00 AM

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND ENVIRONMENTAL RESTRICTION ON PROPERTY

**THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION**  
(Additional recording fee applies)

**Recording Requested By:**

Agilent Technologies, Inc.  
395 Page Mill Road  
Palo Alto, CA 94306

**When Recorded, Mail To:**

Executive Officer  
California Regional Water Quality Control  
Board  
San Francisco Bay Region  
1515 Clay Street, Suite 1400  
Oakland, California 94612

COVENANT AND ENVIRONMENTAL RESTRICTION ON PROPERTY

395 Page Mill Road, Palo Alto, California

This Covenant and Environmental Restriction on Property ("Covenant") is made as of the 2 day of March, 2006 by Agilent Technologies, Inc. ("Covenantor") who is the fee Owner of record of that certain property situated at 395 Page Mill Road, in the City of Palo Alto, County of Santa Clara, State of California (hereinafter referred to as "The Property"), which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference for the benefit of the California Regional Water Quality Control Board for the San Francisco Bay Region (the "Regional Board") with reference to the following facts:

A. Site Cleanup Requirements. This Covenant is made in accordance with the requirements of the Regional Board as set forth in Regional Board Site Cleanup Requirements Order No. 94-130 issued on September 21, 1994 ("the Order") the Regional Board having determined that the groundwater underlying The Property contains hazardous materials.

B. Determination by Regional Board of Hazardous Materials on The Property. According to the Regional Board and as set forth in more detail in the Order, The Property contains hazardous materials as that term is defined in Health & Safety Code Section 25260, including without limitation volatile organic chemicals that were released from an underground waste solvent tank, sumps, a drum storage area, manufacturing areas, and a storm drain that existed on The Property. Remediation activities were, and are being, conducted to remediate any soil and/or groundwater contamination; however, the groundwater may contain contaminants at concentrations that exceed drinking water standards. Measures are being taken to extract contaminants and treat water prior to discharge to the storm drain system under a NPDES General Permit.

C. Exposure Pathways. The Regional Board has determined that hazardous materials addressed in this Covenant are present in groundwater on The Property.

D. Adjacent Land Uses and Population Potentially Affected. The Property is currently used for commercial purposes, and is adjacent to industrial, commercial and residential properties.

E. Disclosure and Sampling. Full and voluntary disclosure to the Regional Board of the presence of such hazardous materials on The Property has been made and extensive sampling of The Property has been conducted.

F. Purpose of Covenant. Covenantor desires and intends that in order to benefit the Regional Board, and to protect what the Regional Board considers to be the present and future public health and safety, The Property shall be used in such a manner as to avoid potential harm to persons or property that may result from hazardous materials in and on The Property. The Order provides for the remediation of any soil and groundwater contamination at the properties subject to the Order. The Order, at Provision C.3.a., requires Covenantor to implement a deed restriction for the site, or an alternative mechanism, prohibiting any use of contaminated on-site groundwater until a determination has been made that groundwater cleanup standards have been achieved and pollutant levels have stabilized in the aquifers beneath the Property.

Covenantor desires and intends that the use of contaminated groundwater under The Property as a source of drinking water shall be prohibited, subject to the requirements stated herein, and that this Covenant will satisfy the requirements of a deed restriction under provision C.5.a of the Order to prohibit the use of any contaminated on-site groundwater as a source of drinking water. This Covenant is being made pursuant to Civil Code § 1471.

## ARTICLE I GENERAL PROVISIONS

1.1 Provisions to Run with the Land. This Covenant sets forth protective provisions, covenants, conditions and restrictions (collectively referred to as "Restrictions") upon and subject to which The Property shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. The Regional Board has determined the restrictions set forth in Article III are reasonably necessary to protect present and future human health and safety or the environment. Each and all of the Restrictions shall run with the land, and pass with each and every portion of The Property, and shall apply to, inure to the benefit of, and bind the respective successors in interest, future purchasers, ground lessees, or possessors of The Property and shall be deemed for the benefit of the Regional Board and all Owners and Occupants. Each and all of the Restrictions are imposed upon the entire Property unless expressly stated as applicable to a specific portion of The Property. Each and all of the Restrictions run with the land pursuant to section 1471 of the Civil Code. Each and all of the Restrictions are enforceable by the Regional Board.

1.2 Concurrence of Owners and Lessees Presumed. All future purchasers, lessees, or possessors of any portion of The Property shall be deemed by their purchase, leasing, or possession of such The Property, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such owners, heirs, successors, and assignees, that the Restrictions as herein established must be adhered to for the benefit of the Regional Board and such Owners and Occupants of The Property and that the interest of such Owners and Occupants of The Property shall be subject to the Restrictions contained herein.

1.3 Incorporation into Deeds and Leases. Covenantor desires and covenants that pursuant to Section 3.3 below, the Owner shall provide notice of the existence of the Covenant and Environmental Restrictions until removed.

1.4 Purpose. It is the purpose of this instrument to restrict the use of The Property as provided herein, which restrictions will run with the land, to facilitate the remediation of any past environmental contamination and to protect human health and the environment by reducing the risk of potential exposure to residual hazardous materials. This Covenant does not create any private right of action against Covenantor or any lessee or occupant of The Property.

1.5 Covenant Removal. Covenantor agrees that the use of on-property contaminated groundwater as a source of drinking water, is prohibited and that such prohibition shall remain in effect until (a) there is satisfactory evidence to the Regional Board that groundwater cleanup standards have been achieved and pollutant levels have stabilized in the aquifers beneath the Property; or (b) as a result of a written request and application, the Regional Board, or a successor agency, issues a written variance from the provisions of this Covenant as it applies to all or any portion of the Property, as described by the requester/applicant; or (c) the Regional Board, or a successor agency, orders an amendment or termination of this Covenant. Any release from, or termination of, the restrictions specified in this Covenant shall be effective when recorded by the Owner of the Property, or the relevant portion thereof in the County of Santa Clara.

## ARTICLE II DEFINITIONS

2.1 Regional Board or Board. "Regional Board" or "Board" shall mean the California Regional Water Quality Control Board for the San Francisco Bay Region and shall include its successor agencies, if any.

2.2 Improvements. "Improvements" shall mean all buildings, roads, driveways, regradings, and paved parking areas, constructed or placed upon any portion of The Property.

2.3 Occupants. "Occupants" shall mean Owners and those persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to use and/or occupy all or any portion of The Property.

2.4 Owner or Owners. "Owner" or "Owners" shall mean the Covenantor and/or its successors in interest, who hold title to all or any portion of The Property.

## ARTICLE III DEVELOPMENT, USE AND CONVEYANCE OF THE PROPERTY

3.1 Restrictions on Development and Use. Covenantor promises to restrict the use of The Property as follows:

a. All uses and development of The Property shall be consistent with any then existing operative Regional Board Order. No residential buildings shall be constructed over the area of RW-5 and OB11-2, located in the east corner of the site, without further evaluation of potential

vapor intrusion. All uses and development shall preserve the integrity of any remedial measures taken or remedial equipment installed, and any groundwater monitoring system installed on The Property pursuant to the requirements of the Regional Board, unless otherwise expressly permitted in writing by the Regional Board.

b. No Owners or Occupants of The Property or any portion thereof shall drill, bore into contaminated groundwater, otherwise construct, or use a well for the purpose of extracting contaminated water for any use, including but not limited to, domestic, potable, or industrial uses, unless expressly permitted in writing by the Regional Board.

c. The Owners or Occupants shall notify the Regional Board of each of the following: (1) The type, cause, location and date of any disturbance to any remedial measures taken or remedial equipment installed, and of the groundwater monitoring system installed on The Property pursuant to the requirements of the Regional Board, of which it becomes aware, which could affect the ability of such remedial measures, remedial equipment, or monitoring system to perform their respective functions and (2) the type and date of repair of such disturbance, if known. Notification to the Regional Board shall be made by registered mail within ten (10) business days of both the discovery of such disturbance and the completion of repairs.

d. The Covenantor agrees that the Board, and/or any persons acting pursuant to Regional Board orders, shall, subject to the rights of lessees and other parties in lawful possession of The Property, have reasonable access to The Property for the purposes of inspection, surveillance, maintenance, or monitoring, as provided for in Division 7 of the Water Code.

3.2 Enforcement. Failure of the Owner to comply with any of the restrictions, as set forth in paragraph 3.1, shall be grounds for the Regional Board, by reason of this Covenant, to have the authority to require that the Owner modify or remove any Improvements (including groundwater wells) constructed by the Owner in violation of that paragraph. Violation of the Covenant by the Owner shall be grounds for the Regional Board to file civil actions against the Owner as provided by law.

3.3 Notice in Agreements. After the date of recordation hereof, Owner shall execute a written instrument, which shall accompany all future purchase agreements or leases relating to the property. Any such instrument shall contain the following statement:

The land described herein has been deemed by the Regional Water Quality Control Board to contain hazardous materials in the groundwater under the property, and is subject to a Covenant and Environmental Restriction dated as of 2 March, 2006, and recorded on 3-14, 2006, in the Official Records of Santa Clara County, California, as Document No. 1642557, which Covenant and Restriction imposes certain covenants, conditions, and restrictions on usage of the property described herein. This statement is not a declaration that a hazard exists.

ARTICLE IV  
VARIANCE AND TERMINATION

4.1 Variance. Any Owner or, with the Owner's consent, any Occupant of The Property or any portion thereof may apply to the Board for a written variance from the provisions of this Covenant.

4.2 Termination. Any Owner or, with the Owner's consent, any Occupant of The Property or a portion thereof may apply to the Board for a termination of the Restrictions as they apply to all or any portion of The Property.

4.3 Term. Unless removed in accordance with paragraph 1.5, altered in accordance with paragraph 4.1 or terminated in accordance with paragraph 4.2 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

ARTICLE V  
MISCELLANEOUS

5.1 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of The Property or any portion thereof to the general public.

5.2 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective (1) when delivered, if personally delivered to the person being served or official of a government agency being served, or (2) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested:

*If To: "Covenantor"*  
Agilent Technologies, Inc.  
395 Page Mill Road  
Palo Alto, CA 94306  
Attn: Environmental Counsel

*If To: "Board"*  
  
Regional Water Quality Control Board  
San Francisco Bay Region  
Attention: Executive Officer  
1515 Clay Street, Suite 1400  
Oakland, California 94612

5.3 Partial Invalidity. If any portion of the Restrictions or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

5.4 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.

5.5 Recordation. This instrument shall be executed by the Covenantor and by the Executive Officer of the Board. This instrument shall be recorded by the Covenantor in the County of Santa Clara within ten (10) days of the date of execution.

5.6 References. All references to Code sections include successor provisions.

5.7 Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Covenant to effect the purpose of this instrument and the policy and purpose of the Water Code. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

Covenantor: Agilent Technologies, Inc.

By: Marie Oh Huber

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

Date: 3/6/06

Agency: State of California  
Regional Water Quality Board,  
San Francisco Bay Region

By: Bruce H. Wolfe

Title: Executive Officer

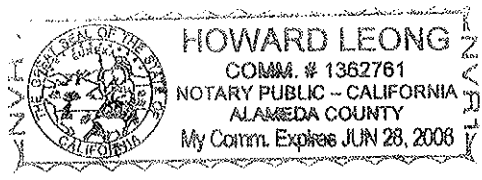
Date: 3/2/06



STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ALAMEDA )

On MAR 2, 2006, before me, HOWARD LEONG, a Notary Public in and for said County and State, personally appeared BRUCE H WOLFE, personally known to me or 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.

WITNESS my hand and official seal.



[Handwritten Signature]  
Signature of Notary Public

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Santa Clara )

On March 6, 2006, before me, Susan M. Hemstreet, a Notary Public in and for said County and State, personally appeared Morie On Huber, personally known to me or 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.

WITNESS my hand and official seal.



[Handwritten Signature]  
Signature of Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT A

Description of Property

All of Parcel 1, as said Parcel is shown upon that certain Parcel Map entitled, "Parcel Map, consisting of all of Block 4 'Map of Sunnyside Addition to the Town of Mayfield' (K Maps, 47) and portions Lots 1, 2, 7 & 8 of 'Lambert Tract, Town of Mayfield' (C Misc. Records, 350)", which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on June 27, 1975 in Book 358 of Maps, at Page 23.

APN: 132-32-047