



AGENDA ITEM: 1 (Study Session)
MEETING DATE: 5/10/2011
TO: City Council
FROM: Betsey Hale, Business Development
PRESENTER: Betsey Hale, Business Development Manager

TITLE:
The City of Loveland Economic Development Strategic Plan

DESCRIPTION:
This is an information only item. The City of Loveland has an Economic Incentive Policy but does not have a clearly defined strategy to carry out the tasks of economic development. This will be a discussion of the process to be used to develop the strategic plan.

BUDGET IMPACT:
 Yes No

SUMMARY:
Vision Statement 5 of the City Comprehensive Plan states: “Loveland is a community that is continuously developing partnerships of citizens, business and educational communities; with a stable and diverse economic base that offers ample employment and business opportunities to all.” The City has an incentive policy but it does not have a strategic plan which clearly outlines the tasks to be completed to create, attract, retain, and expand jobs in primary employment, the creative sector, tourism and retail. Goal 13.1 of the comprehensive plan states the City will, “Periodically review and amend as appropriate and adopt the City’s Economic Development Plan.” This discussion will outline the process and timeline for that effort.

LIST OF ATTACHMENTS:
1. Staff Report

RECOMMENDED CITY COUNCIL ACTION: Consideration and Discussion

REVIEWED BY CITY MANAGER:



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1. Staff Report

RECOMMENDED CITY COUNCIL ACTION: Consideration and Discussion

REVIEWED BY CITY MANAGER:

STAFF REPORT

TO: City Council

FROM: Betsey Hale, Business Development Manager

Re: Economic Development Strategic Plan

Date: May 10th, 2011

Background: At the May 10th Study Session, City Staff will present to City Council the process and timeline they are recommending for the development and implementation of an economic development strategic plan. An effective Strategic plan is one that provides clearly defined goals and tasks required for the success of all economic development functions of a City. These functions include the Creation, Attraction, Retention and Expansion of jobs and revenue in the following sectors:

- Retail
- Primary Employment
- Real Estate and Construction
- Service

For a City, the number one goal of all economic development effort is the attraction and retention of new wealth in the form of payroll, sales, use, real property and business personal property taxes; and the collection of fees for service.

The purpose of the plan is to identify the actions, staff needs, partnerships, and budget to carry out a very focused, targeted and successful effort. This plan will include the strategies which are already underway for tourism and the creative sector. The downtown strategic plan will be included as well.

Timeline: Staff will begin this project in late May. A draft strategy will be presented to the City Council ED Subcommittee on August 2nd. A City Council Study Session will be held in September to present the draft to the full City Council. Formal adoption of the plan is expected in October.

Process: The City Manager, City Fiscal Advisor, and staff in business development and strategic planning will craft a skeletal draft of the plan. This draft will incorporate key portions of the vision, mission, goals and objectives of the economic development section of the City comprehensive plan. A staff review of the Downtown Strategic Plan, the Creative Sector Development Strategic Plan and a preliminary report from the consultant hired to complete the CMC Strategic marketing plan will be completed and key goals and actions from those documents will be included.

Upon completion of this core strategy a citizen working group will be engaged to review and recommend additions, deletions and actions needed for success.

Working Group: Best practices in economic development recommend the establishment of a citizen task force of 7-9 members. The group will represent a cross section of the business community. Staff is in the process of seeking representation from business leaders in the following areas:

- Manufacturing: Large
- Manufacturing: Small
- Health Care
- Hospitality/Tourism
- The Creative Sector (Arts and Culture/Innovation)
- Retail (big box/small business)
- Service (Real Estate/Finance)

The process will include 4-6 meetings and is set to begin in June. The meetings will be a time to share the current structure and economic development functions of the City and of the Loveland Business Assistance Network Partners (LBAN). The working group will review all strategic plans in place and the Economic Development (Incentive) Policy which guide staff activity and City policy at present. The staff proposed strategic plan will be presented and then the working group will begin the task of crafting a concise and achievable strategy which will create, attract, retain and expand businesses in Loveland.

The document will include recommendations for:

- Vision
- Mission
- Goals
- Objectives
- Programs/projects/ and actions for Implementation
- Guidelines for monitoring the activity and evaluating the success
- Identification of the role of government in economic development

City Council Role: The ED Subcommittee will be asked to review the first draft of the Economic Development Strategic Plan in August. Discussion will occur at the August 2nd meeting of the subcommittee. A study session will be held in September for City Council consideration and discussion of the draft. Formal adoption is planned for October.



CITY OF LOVELAND
CITY MANAGER'S OFFICE

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(970) 962-2303 • FAX (970) 962-2900 • TDD (970) 962-2620

AGENDA ITEM: 2
MEETING DATE: 5/10/2011
TO: City Council
FROM: William D. Cahill, City Manager
PRESENTER: William D. Cahill

TITLE:

Public Hearing and consideration of an ordinance on first reading enacting a supplemental budget and appropriation to the 2011 City of Loveland budget for the purchase of real estate and water rights (former Agilent property).

DESCRIPTION:

This is an administrative action. The City has competed successfully to be named as the candidate site for the ACE project. The City has entered into a Purchase and Sale Agreement to purchase the subject Agilent property for \$5.5 million, in order to transfer the property for ACE. This action appropriates for the purchase, as well as for environmental insurance, closing costs and short-term operations.

BUDGET IMPACT:

Yes No

The funding is from various fund balances as described.

SUMMARY:

The City entered into a Letter of Intent in January, 2011 to buy the Agilent property located at 14th and Taft in southwest Loveland. In April, the City and Agilent executed a Purchase and Sale Agreement for the property (Attachment 2.)

The purchase includes approximately 305 acres of property, over 800,000 square feet of buildings, and substantial water rights (including 128 Colorado-Big Thompson units and three Home Supply ditch shares.) Of this acquisition:

- about 127 acres will be retained by the City as public open space,
 - the water rights will be retained by the City as additions to the City's water portfolio, for public benefit, and
 - small parcels will be retained by the City for street right-of-way and a sewer easement.
-

The balance of the acquisition, about 170 acres, can be developed and will be transferred for the ACE project.

As part of the process to purchase the site, the City has also pursued the purchase of environmental insurance, to minimize financial risks of potential contamination. Environmental hazards on the property have been substantially remediated by Hewlett-Packard, and the Colorado Department of Public Health and Environment (CDPHE) requires no further action for monitoring or cleanup. Hewlett-Packard has also provided an indemnity for certain hazards, protecting the City or other buyers. However, to further safeguard its interests, the City proposes to buy environmental insurance, providing \$15 million in protection for 10 years, at a one-time cost of about \$125,000.

Total costs are:

Property purchase	\$5,500,000
Closing and miscellaneous costs	50,000
Temporary operations (2 months and property insurance)	147,000
Environmental insurance	<u>125,000</u>
	\$5,822,000

Sources of purchase money are:

Open Space Fund (127 acres @ \$7,000/acre)	\$889,000
Street CEFs (.2 acres approx. for 14th/Taft ROW)	30,000
Raw Water Fund (128 CBT units and 3 ditch shares, offset by liabilities for augmentation of ponds)	379,000
Wastewater Fund (.03 acre for easement for sewer line)	5,000
Interfund loan from Raw Water Fund	<u>4,519,000</u>
TOTAL	\$5,822,000

This reflects the benefits to the various funds. The Raw Water Fund currently has sufficient balance to allow a temporary loan of part of its balance. This will be repaid from the sale of the property.

LIST OF ATTACHMENTS:

1. An ordinance enacting a supplemental budget and appropriation to the 2011 City of Loveland budget for the purchase of real estate and water rights.
2. Purchase and Sale Agreement

RECOMMENDED CITY COUNCIL ACTION:

Conduct a Public Hearing and approve the ordinance on first reading.

REVIEWED BY CITY MANAGER:

PURCHASE AND SALE AGREEMENT

By and Between

Agilent Technologies, Inc.

("Seller")

and

City of Loveland

("Buyer")

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Exhibit A Legal Description of Property

Exhibit B List of Personal Property

Exhibit C Property Information

Exhibit D Form of Special Warranty Deed

Exhibit E Bill Of Sale And Blanket Transfer, Assignment And Assumption

Exhibit F Form of Quit Claim Deed

Exhibit G Right of First Offer to Purchase

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered as of April 18, 2011, by and between AGILENT TECHNOLOGIES, INC., a Delaware corporation ("Seller"), and the CITY OF LOVELAND, a Colorado home rule municipality ("Buyer").

WITNESSETH:

WHEREAS, Seller is the owner of that certain real property located at 815 14th Street SW, in the City of Loveland, County of Larimer, and State of Colorado.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Seller and Buyer agree as follows:

1. Agreement to Purchase and Sell.

1.1 The Property. Subject to the terms and conditions of this Agreement, Seller agrees to sell, assign and convey to Buyer, and Buyer agrees to purchase and accept from Seller, on the Closing Date (as defined below) the following (collectively, the "Property"):

1.1.1 That certain land containing approximately three hundred (300) acres (without representation by Seller as to exact area) located at 815 14th Street SW, in the City of Loveland, County of Larimer, State of Colorado, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Land"), together with (i) the approximately 811,757 gross square feet of building improvements (without representation by Seller as to exact size) situated thereon and all other improvements and attached fixtures used exclusively in connection with the operation of the Property (specifically excluding trade fixtures) located on the Land (collectively, the "Improvements", which together with the Land are referred to herein as the "Real Property"), and (ii) all rights, privileges, servitudes and appurtenances thereto, including all mineral rights appurtenant to the Land and all water and water rights, ditch, reservoir, water wells and well rights, whether decreed or undeclared, whether tributary, nontributary, and not nontributary, appurtenant to the Land and all right, title and interest under C.R.S. § 37-90-137 (1973) on, underlying or appurtenant to the Land;

1.1.2 All equipment, furnishings and other tangible personal property owned by Seller that are currently located on and used exclusively in connection with the operation of the Property (specifically excluding personal and network computer systems, PBX, or other telephone switching equipment and testing equipment, but specifically including (i) all data cabling, fiber optic cabling and related sonet assets, (ii) all raised flooring, and (iii) all building operation systems and the components thereof, such as [but not limited to] HVAC systems, UPS systems, liebert units, fire and security systems, and related system controls) listed on Exhibit "B" attached hereto and made a part hereof (collectively, the "Personal Property"); and

1.1.3 Seller's right, title, and interest in and to (collectively, the "**Intangible Property**"): (i) any licenses, permits, authorizations, entitlements, certificates of occupancy and other government approvals for the Real Property; (ii) three (3) shares of the Consolidated Home Supply Ditch Company (the "**Home Supply Shares**"); and (iii) any unexpired warranties with respect to the Real Property, to the extent such Intangible Property is assignable.

1.1.4 Those certain one hundred twenty-eight (128) Colorado Big Thompson units (collectively, "**Units**") administered by the Northern Colorado Water Conservancy District ("**NCWCD**"), which are presently attached to the Real Property, and which transfer of use shall be subject to the approval of the Board of Directors of the NCWCD.

2. Purchase Price; Payment.

2.1 Purchase Price. The total purchase price for the Property (the "**Purchase Price**") shall be Five Million Five Hundred Thousand Dollars (US\$5,500,000.00). The Purchase Price shall be paid as set forth below.

2.2 Initial Deposit. Within three (3) business days after the Effective Date, Buyer shall deliver into escrow with Chicago Title Company, 1875 Lawrence Street, Suite 1300, Denver, Colorado 80202 ("**Escrow Holder**" or "**Title Company**"), Attn: Liz Greco, a deposit in the amount of One Hundred Thousand Dollars (US\$100,000.00) (the "**Deposit**"). Concurrently with the satisfaction or waiver by Buyer of the condition set forth in Section 4.2, except as otherwise provided herein, the Deposit and all accrued interest thereon shall be non-refundable to Buyer, but applied toward the Purchase Price if the Closing (as defined below) occurs as set forth in this Agreement. The failure of Buyer to deliver the Deposit to Escrow Holder in a timely fashion shall be a material default and shall entitle Seller, at Seller's sole option, to terminate this Agreement by giving written notice to Buyer at any time until such funds are delivered by Buyer to Escrow Holder. As used herein, the "**Effective Date**" is the date upon which Buyer and Seller each have executed and delivered a signed copy of this Agreement to the other party.

2.3 Interest on Deposit. The Deposit shall be held by Escrow Holder in an interest-bearing account in accordance with the provisions of this Agreement, with interest accruing to the benefit of Buyer prior to its release to Seller. The term "**Deposit**" shall include any and all interest then accrued.

2.4 Cash Balance. The balance of the Purchase Price, plus or minus proration and other adjustments as provided in this Agreement, if any, shall be due at Closing and shall be paid by Buyer by certified funds paid to Escrow Holder.

3. Escrow.

3.1 Opening of Escrow. Seller shall deliver a copy of a fully executed counterpart of this Agreement into escrow ("**Escrow**") with Escrow Holder on or before three (3) business days following the Effective Date.

3.2 Instructions to Escrow Holder. Seller and Buyer shall each be entitled to submit escrow instructions to the Escrow Holder in connection with the Closing. Seller and Buyer shall, in addition, execute such further escrow instructions as the Escrow Holder may reasonably require in connection with the Closing as long as such instructions are consistent with the provisions of this Agreement and the escrow instructions of Seller and Buyer. In the event of any conflict between the terms and conditions of this Agreement and the provisions of any escrow instructions prepared by Seller, Buyer or the Escrow Holder, the terms and conditions of this Agreement shall control.

3.3 Closing. The purchase and sale of the Property as contemplated by this Agreement, including but not limited to the delivery of the Deed (defined below), payment of the Purchase Price and receipt thereof by Seller, and the completion of the other matters required by this Agreement to be done contemporaneously (the "**Closing**") shall occur at the offices of the Escrow Holder, and be completed by 5:00 p.m. on June 23, 2011 (the "**Required Closing Date**"). The date on which the Closing actually occurs shall be referred to herein as the "**Closing Date**".

3.4 Pre-Closing Matters. Until the earlier of the Closing or the termination of this Agreement, Seller agrees as follows: (i) to maintain any insurance coverage relating to the Property that is currently maintained by Seller, in the amounts and coverages currently in effect; (ii) to maintain the Property in its present condition ("AS IS"), subject to normal wear and tear and with acts of God, casualty and condemnation excepted, all in a matter consistent with Seller's past practice; (iii) to notify Buyer promptly upon receiving notice of any (a) fact or event that could make any of the representations or warranties of Seller contained in Section 9 of this Agreement untrue or misleading in any material respect; (b) pending or threatened litigation that materially and adversely affects the Property or that would materially and adversely affect the transaction contemplated hereby; or (c) material damage or destruction (excluding normal wear and tear) to the Property or any part thereof; (iv) not to intentionally do anything, nor knowingly permit anything to be done, that would materially and adversely affect the status of title to the Real Property as shown in the Title Commitment, without the prior written consent of Buyer, which consent shall not be unreasonably withheld; (v) to use reasonable efforts to deliver to Buyer copies of all notices relating to the physical condition of the Property that are received by Seller after the Effective Date from any governmental agency; (vi) to use reasonable efforts to notify Buyer promptly upon receiving actual notice of any spilling, leaking, disposing, discharging, or migration of hazardous or toxic materials on the Property in violation of applicable law occurring after the Effective Date; and (vii) not to enter into any leases, occupancy agreements, service or other contracts affecting the Property that would remain in effect after Closing without in each case obtaining Buyer's prior written consent thereto, which consent shall not be unreasonably withheld.

4. Inspection.

4.1 Documents. Pursuant to that certain "**Confidentiality and Limited Access Agreement**" signed by Buyer and Seller on February 15, 2011 (the "**February Agreement**"), Seller has provided Buyer with access to Seller's document room located on the Real Property, to inspect certain information and documents relating to the condition of the Property (the "**Property Information**"), which Property Information is more particularly identified on Exhibit "C" attached hereto and made a part hereof. The Property Information is intended to include only documentary information that is not

either proprietary to Seller, or subject to the attorney-client privilege or any agreement by Seller to maintain its confidentiality, and that is within Seller's possession or reasonable control. Buyer shall not remove any the Property Information from Seller's document room without notifying Seller in writing, and any documents removed by Buyer shall promptly be returned to Seller's document room. Seller has not undertaken any independent investigation as to the truth or accuracy of the information and documents to be delivered and is providing the same solely as an accommodation to Buyer. Buyer and its representatives shall hold in strict confidence all data and information obtained with respect to Seller or the Property whether obtained before or after the execution and delivery of this Agreement, and shall not disclose the same to others; provided, however, that it is understood and agreed that Buyer may disclose such data and information (i) to Buyer's consultants, appraisers, accountants, attorneys, proposed insurers, Permitted Assignees (defined below) and any other assignees of Buyer's rights and obligations under this Agreement that have been approved in writing by Seller (individually, an "**Approved Assignee**", collectively, "**Approved Assignees**"), provided that such persons agree to treat such data and information confidentially, and (ii) to potential tenants, brokers, real estate agents, and other parties to the extent such data and information is generally known to the public or discoverable through a search of the public records (without breach of this Agreement). Further, data and information obtained by Buyer and/or its agents, employees, representatives, consultants, Permitted Assignees, Approved Assignees, proposed insurers, or contractors (collectively, "**Buyer's Agents**") with respect to Seller or the Property may be disclosed to the extent required by applicable law including, without limitation, as a response to service of process or subpoena, and shall be further subject to disclosure in connection with any litigation between Seller and Buyer. In the event this Agreement is terminated or Buyer fails to perform hereunder, Buyer shall promptly return to Seller all Property Information and any other statements, documents, schedules, exhibits and other written information obtained from Seller in connection with this Agreement or the transaction contemplated herein. At Seller's option, any such Property Information and any such other statements, documents, schedules, exhibits and other written information shall be destroyed by Buyer. Buyer shall provide a written certificate to Seller regarding such destruction within ten (10) days after Buyer's receipt of written request from Seller. The provisions of this Section 4.1 shall survive Closing or any termination of this Agreement, provided that following the Closing, Buyer and any Permitted Assignee or Approved Assignee who owns the Property shall be entitled to employ all data and information (including without limitation all Information, as defined below, and Property Information) with respect to the Property as reasonably required in connection with the ownership and operation of the Property.

4.2 Due Diligence. Buyer shall have until 5:00 p.m. Mountain Time on May 31, 2011 (the "**Due Diligence Period**") in which to examine, inspect, and investigate the Real Property, and, in Buyer's sole and absolute judgment and discretion, to determine whether the same is satisfactory to Buyer. Buyer may terminate this Agreement pursuant to this Section 4.2 by giving notice of termination (the "**Due Diligence Termination Notice**") to Seller and Title Company on or before 5:00 p.m. Mountain Time on the last day of the Due Diligence Period. This Agreement shall continue in full force and effect if Buyer does not give a Due Diligence Termination Notice on or before 5:00 p.m. Mountain Time on the last day of the Due Diligence Period, and Buyer's failure to provide such notice shall constitute Buyer's approval of each item included in the Property Information. In the event Buyer elects to terminate this Agreement pursuant to this Section 4.2, then (i) promptly upon such termination, Buyer shall deliver to Seller all information, materials and data (collectively, the "**Information**") that Buyer or

Buyer's Agents discover, obtain or generate in connection with or resulting from Buyer's investigation of the Property, other than internal analyses produced by Buyer or Buyer's Agent's of a proprietary nature or items that are reasonably subject to attorney-client privilege, and (ii) the Deposit shall be released to Buyer, whereupon neither Buyer nor Seller shall have any further obligation or liability to each other, save and except for the waivers, releases, indemnity, document return and insurance obligations of Buyer that are stated to survive the termination of this Agreement (the "**Surviving Obligations**").

4.2.1 Buyer and Buyer's Agents shall have access to the Real Property at reasonable times (subject to Seller's prior approval of the specific time and activities to be conducted by Buyer and Buyer's Agents during such access, and Seller's security requirements) during the term of this Agreement for the purpose of conducting inspections, tests and sampling reasonably required by Buyer (collectively, the "**Inspections**"). At least two (2) business days prior to any entry on or Inspection of the Real Property, Buyer shall: (i) deliver to Seller written notice of Buyer or Buyer's Agents' intention to enter the Real Property to conduct such Inspection and the proposed date and time of such entry (Buyer and Buyer's Agents may enter only on the dates and at the times that have been approved in advance by Seller, and Seller shall have the right to have one or more of its agents or representatives accompany Buyer and Buyer's Agents at all times while Buyer and Buyer's Agents are on the Real Property); (ii) provide Seller copies of any work plans for any testing or sampling for Seller's prior written approval, which work plan Seller may modify, limit or disapprove in its sole but reasonable discretion; and (iii) provide Seller with a certificate of insurance from Buyer and Buyer's Agents inspecting the Real Property (from an insurance carrier reasonably acceptable to Seller) evidencing the existence of (a) commercial general liability insurance, in an amount not less than \$2,000,000 combined limits for any injuries, deaths or property damage sustained as a result of any one accident or occurrence, (b) worker's compensation insurance at statutory limits, and (c) employer's liability insurance in an amount not less than \$1,000,000 for each accident, disease per employee and disease policy limit. The commercial general liability insurance shall name Seller as an additional insured. Additionally, Buyer, on behalf of Buyer and Buyer's Agents, hereby waives any claims against the Indemnitees (defined below) for any injury to persons (except to the extent such injury is caused by Seller's gross negligence or willful misconduct) or damage to property arising out of any Inspections, including, without limitation, any damage to the tools and equipment of Buyer or Buyer's Agents, all of which shall be brought onto the Real Property at the sole risk and responsibility of Buyer and Buyer's Agents.

4.2.2 Buyer shall, at its sole cost and expense, comply with all applicable federal, state and local laws, rules, statutes, regulations, ordinances, or policies in conducting the Inspections. Buyer shall keep the Property free clear of any liens and shall hold harmless, protect, defend (with counsel reasonably acceptable to Seller) and indemnify Seller and its officers, directors, employees, contractors, agents, subsidiaries and affiliates, and their respective successors and assigns (collectively, the "**Indemnitees**") and the Property, from and against any liabilities, claims, demands, causes of action, losses, costs, damages, penalties, fines, taxes, remedial actions, removal and disposal costs, investigation and remedial costs and expenses (including, without limitation, attorneys', expert and consultant fees), whether direct or indirect, known or unknown (collectively, "**Claims**") arising out of or relating to the work or activities conducted on the Real Property by Buyer or Buyer's Agents, including without limitation any Claims for (i) any injuries to persons (including death) or damage to any property; provided, however, that the foregoing indemnity shall not extend to any liabilities to the extent arising as

a result of the mere discovery by Buyer or Buyer's Agents of a pre-existing condition that has a deleterious effect on the Property, or (ii) any mechanic's, workers' or other liens on the Property, by reason of or relating to the work or activities conducted on the Real Property by Buyer or Buyer's Agents. The foregoing provisions shall not be limited in any way by any other terms of this Agreement, and shall survive the Closing or termination of this Agreement.

4.2.3 To the extent that Buyer or Buyer's Agents damage or soil the Real Property during their entry thereon, Buyer shall, at its sole cost and expense, clean up and repair the Real Property in whatever manner necessary after Buyer or Buyer's Agents' entry thereon so that the Real Property shall be returned to the same condition that existed prior to Buyer's or Buyer's Agents' entry thereon.

4.2.4 Seller shall promptly be provided with a copy of all Information that Buyer or Buyer's Agents discover, obtain or generate in connection with or resulting from their Inspections and work under this Section 4.2. All such Information shall be deemed confidential, and Buyer shall not disclose or permit Buyer's Agents and other parties to whom disclosure is permitted under Section 4.1 above to disclose to any third party, other than Buyer's Agents (provided such parties have agreed to keep such information confidential) and other than as may be required by applicable law, the results of Buyer's Inspection. Buyer shall, in addition, be entitled to disclose the results of Buyer's Inspection to investors and potential lenders with respect to the Property (provided such parties have agreed to keep such information confidential) and shall further be entitled to disclose such information as required by applicable law, including, without limitation, as required by service of process or subpoena, and in connection with any litigation between Seller and Buyer. Buyer shall indemnify, defend, protect and hold harmless the Indemnitees from and against all Claims arising out of Buyer's breach of the foregoing obligations. The foregoing provisions shall not be limited in any way by any other terms of this Agreement, and shall survive the Closing or termination of this Agreement, with the understanding that Buyer and any Permitted Assignee or Approved Assignee that owns the Property shall be entitled to employ all such Information with respect to the Property that is reasonably required in connection with the ownership and operation of the Property.

4.2.5 In the course of its investigations, testing and sampling, Buyer may make inquiries and disclosures to third parties regarding the Property including, without limitation, Seller's consultants, such as Johnson Controls, Inc., and to any local, state or federal government body or quasi-governmental agency; provided, however, that before making any such inquires or disclosures with any such third parties (other than those third parties to whom disclosure is permitted under Section 4.1 above), Buyer shall first obtain the written consent of Seller (through Dave Wacker), which consent Seller may withhold in its sole discretion.

5. Title Review.

5.1 Delivery of Title Commitment and Survey. Not later than ten (10) business days after the Effective Date, Seller shall deliver to Buyer a title commitment (together with copies of any recorded documents listed as exceptions on Schedule B of the commitment) for the Real Property for an ALTA 2006 Owner's form policy (the "Title Commitment") issued by the Title Company.

5.2 Title Review and Cure.

5.2.1 Buyer shall review title to the Real Property as disclosed by the Title Commitment. Buyer shall have from the Execution Date until 5:00 p.m. Mountain Time on the date which is thirty (30) days after the date by which it has received the Title Commitment (the "**Title Due Diligence Period**"), to object, in its sole and absolute discretion, by written notice of objections delivered to Seller (the "**Title Objections**"), to any title matters shown on the Title Commitment or as disclosed in a current ALTA-ACSM Urban Survey of the Real Property (the "**Survey**"), which Survey Buyer, at Buyer's sole cost and expense, may cause to be prepared in connection with the Buyer's review of title to the Property. Buyer's failure to provide notice of the Title Objections to Seller on or before the expiration of the Title Due Diligence Period shall constitute Buyer's approval of the Title Commitment. If Buyer timely notifies Seller of its Title Objections, then Seller may notify Buyer in writing within seven (7) business days after Seller's receipt of such notification that: (i) Seller will remove the Title Objections on or before the Closing, or (ii) Seller will not remove any or certain specified Title Objections. Seller's failure to address any Title Objections in any notice, or failure to give a timely notice as to any Title Objections shall constitute Seller's election not to remove such Title Objections.

5.2.2 If Seller does not provide Buyer with timely written notice that it shall remove all Title Objections, then Buyer may, as its sole and exclusive remedy, terminate this Agreement by giving Seller written notice of such termination within five (5) business days after the expiration of Seller's 7-business day notice period. Buyer's failure to terminate this Agreement within such 5-business day period shall constitute Buyer's waiver of the Title Objections. In the case of Buyer's waiver (or deemed waiver) of the Title Objections, Seller shall have no obligation to remove or otherwise address such Title Objections, and such Title Objections shall be deemed approved. Notwithstanding the foregoing, on or prior to the Closing, Seller shall remove or cause to be removed, at Seller's cost, any monetary liens affecting the Property that Seller has created or expressly permitted to exist (that were not caused by Buyer or any of Buyer's Agents), other than current non-delinquent taxes or assessments. Except for the Title Objections Seller removes or covenants to remove, the matters shown by the Title Commitment and any encumbrances arising from the acts of Buyer or Buyer's Agents, are collectively referred to herein as the "**Permitted Exceptions**". After the expiration of the Title Due Diligence Period, but prior to the Closing, Buyer may, at or prior to Closing, notify Seller in writing (the "**Subsequent Title Defects Notice**") of any objection(s) to title exceptions (i) raised by the Title Company after the expiration of the Title Due Diligence Period and prior to the Closing and (ii) not otherwise known to Buyer prior to the expiration of the Title Due Diligence Period, provided that Buyer must notify Seller of such objection(s) to title within five (5) business days of being made aware of the existence of such exceptions. If Buyer gives a Subsequent Title Defects Notice to Seller, Seller shall have five (5) business days after receipt of the Subsequent Title Defects Notice to notify Buyer that (a) Seller will remove such objectionable exceptions from title on or before the Closing, provided that Seller may extend the Closing for such period as shall be required to effect such cure, but not beyond thirty (30) days; or (b) Seller elects not to cause such exceptions to be removed. If Seller fails to give such notice timely to Buyer, Seller shall have been deemed to have given notice to Buyer under clause (b). Seller shall have no obligation to remove any title exceptions to which Buyer objects; provided, however, that on or prior to the Closing, Seller shall remove or cause to be removed, at Seller's cost, any monetary liens affecting the Land that Seller has created or expressly permitted to exist (that were not caused by

Buyer or any of Buyer's Agents), other than current non-delinquent taxes or assessments. The procurement by Seller of a commitment of the Title Company for the Title Policy (defined below) or an endorsement thereto insuring Buyer against any title exception that was disapproved pursuant to this Section 5.2.2 shall be deemed a cure by Seller of such disapproval so long as such title exception does not materially adversely affect (i) Buyer's access to, use of, or intended operations on the Real Property, or (ii) the market value of the Property. If Seller gives or is deemed to have given notice under clause (b) above, Buyer shall have two (2) business days from the date on which such notice to Buyer is given in which to notify Seller that Buyer will nevertheless proceed with the purchase and take title to the Property subject to such exceptions (collectively, the "New Exceptions") or that Buyer will terminate this Agreement. If Buyer fails to give such notice in a timely fashion, Buyer shall be deemed to have elected to proceed with the purchase and take title to the Property subject to the New Exceptions. If this Agreement is terminated pursuant to the foregoing provisions of this Section 5.2.2, then (i) promptly upon such termination, Buyer shall deliver to Seller the Information and Property Information, (ii) the Deposit shall be released to Buyer, and (iii) Buyer shall pay all Survey charges, whereupon neither Buyer nor Seller shall have any further obligation or liability to each other, save and except for the Surviving Obligations.

5.2.3 Buyer's obligation to purchase the Property shall be conditioned upon the Title Company issuing at Closing to Buyer an ALTA 2006 owner's form of title insurance policy in the amount of the Purchase Price insuring that fee simple title to the Property is vested in Buyer subject only to the Permitted Exceptions and any New Exceptions (the "Title Policy"). Buyer shall be entitled to request that the Title Company provide such endorsements to the Title Policy as Buyer may reasonably require, provided that such endorsements shall be at no cost or additional liability to Seller and the Closing shall not be delayed as a result of Buyer's request.

6. Conditions to Closing.

6.1 Seller's Conditions. The obligation of Seller to sell and convey the Property pursuant to this Agreement is subject to the satisfaction on or before the Closing Date (or such earlier date as is specifically set forth in this Agreement) of all of the following conditions precedent, which conditions are for the benefit of Seller only and the satisfaction of which may be waived only in writing by Seller:

6.1.1 Buyer's Deliveries. Delivery and execution by Buyer of all monies, items and instruments required to be delivered by Buyer pursuant to this Agreement;

6.1.2 Buyer's Representations. Buyer's warranties and representations set forth herein shall be true and correct in all material respects as of the Closing Date and, at Seller's request, Buyer will so certify; and

6.1.3 Buyer's Performance. Buyer shall have performed each and every obligation to be performed by Buyer pursuant to this Agreement.

6.2 Buyer's Conditions. The obligation of Buyer to acquire the Property pursuant to this Agreement is subject to the satisfaction on or before the Closing Date (or such earlier date as is

specifically set forth in this Agreement) of all of the following conditions precedent which conditions are for the benefit of Buyer only and the satisfaction of which may be waived only in writing by Buyer:

6.2.1 Seller's Deliveries. Delivery and execution by Seller of all instruments and other items required to be delivered by Seller pursuant to this Agreement;

6.2.2 Seller's Representations. Seller's warranties and representations set forth herein shall be true and correct in all material respects as of the Closing Date and, at Buyer's request, Seller will so certify;

6.2.3 Seller's Performance. Seller shall have performed each and every obligation to be performed by Seller pursuant to this Agreement; and

6.2.4 Buyer's Title Policy. As of the Closing, the Title Company shall have committed to issue, upon the sole condition of the payment of its regularly scheduled premium, the Title Policy.

6.3 Failure of Conditions. If any of the conditions set forth in Sections 6.1 or 6.2 are not timely satisfied for any reason other than the default of the party responsible for the satisfaction thereof, or are not waived by the party for whose benefit the condition exists, then the party for whose benefit the condition exists may, in its sole discretion, either delay the Closing until the condition is satisfied by up to (but not in excess of) thirty (30) additional days (after which time this Agreement shall automatically terminate if the condition is not satisfied or waived by the end of this 30-day period), or terminate this Agreement by giving written notice thereof to the other party. In the event of a termination under this Section 6.3, Buyer shall deliver the Information and Property Information to Seller, the Title Company shall promptly pay the Deposit to Buyer, and neither Buyer nor Seller shall have any further obligation or liability to each other, save and except for the Surviving Obligations.

6.4 Satisfaction of Conditions. The occurrence of the Closing shall constitute satisfaction of conditions set forth in Sections 6.1 and 6.2 not otherwise specifically satisfied or waived by Buyer or Seller, except Buyer's warranties and representations in Section 6.1.2 and Seller's warranties and representations in Section 6.2.2 shall survive Closing.

7. Deliveries Into Escrow.

7.1 Deliveries by Seller. At the Closing, Seller shall deliver or cause to be delivered to Buyer the following documents duly executed and acknowledged where appropriate:

7.1.1 Deed. A special warranty deed for the Real Property (the "**Deed**"), in the form attached hereto as Exhibit "D" and made a part hereof;

7.1.2 FIRPTA. A certificate of non-foreign status to confirm that Buyer is not required to withhold part of the Purchase Price pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended;

7.1.3 Bill Of Sale And Blanket Transfer, Assignment And Assumption. A Bill Of Sale And Blanket Transfer, Assignment And Assumption (“**Bill of Sale**”) in the form attached hereto as Exhibit “E”;

7.1.4 Quit Claim Deed. A quit claim deed for water and mineral rights in the form attached hereto as Exhibit “F” and made a part hereof;

7.1.5 ROFO. A Right of First Offer to Purchase (“**ROFO**”) in the form attached hereto as Exhibit “G”, the short form memorandum of which will be recorded at Closing immediately after the Deed;

7.1.6 Closing Affidavits. Affidavits and similar instruments as are reasonably required by the Title Company (i) to close the transaction and to issue the Title Policy, and (ii) for the satisfaction of any Internal Revenue Service disclosure and reporting requirements, including, but not limited to, Form 1099B. All such affidavits and similar instruments shall be in form and substance reasonably satisfactory to Seller and the Title Company;

7.1.7 CBT Units and Home Supply Shares. Such instruments and documentation as are necessary and required (i) by the NCWCD to transfer all of Seller’s right, title and interest in the CBT Units to Buyer, and (ii) by the Consolidated Home Supply Ditch Company to transfer all of Seller’s right, title and interest in the Home Supply Shares to Buyer. The CBT Units and the Home Supply Shares shall be conveyed by Seller to Buyer free and clear of all liens and encumbrances; and

7.1.8 Other Documents. Such other documents as may be reasonably necessary and appropriate to complete the Closing of the transaction contemplated herein.

7.2 Deliveries by Buyer. At the Closing, Buyer shall deliver or cause to be delivered to Seller the following funds and documents duly executed and acknowledged where appropriate:

7.2.1 Certified Funds. Certified Funds for the remaining portion of the Purchase Price and such additional sums as are necessary to pay the Buyer’s share of closing costs, prorations and any fees, as more particularly set forth in Section 8 below;

7.2.2 Bill of Sale. A Bill of Sale in the form attached hereto as Exhibit “E”;

7.2.3 ROFO. A ROFO in the form attached hereto as Exhibit “G”;

7.2.4 CBT Units. Such instruments and documentation as may be necessary and required by the NCWCD to transfer all of Seller’s right, title and interest in the CBT Units to Buyer;

7.2.5 Closing Affidavits. Affidavits and similar instruments as are reasonably required by the Title Company (i) to close the transaction and to issue the Title Policy, and (ii) for the satisfaction of any Internal Revenue Service disclosure and reporting requirements, including, but not

limited to, Form 1099B. All such affidavits and similar instruments shall be in form and substance reasonably satisfactory to Buyer and the Title Company; and

7.2.6 Other Documents. Such other documents as may be reasonably necessary and appropriate to complete the Closing of the transaction contemplated herein.

8. Taxes; Apportionments; Costs.

8.1 Closing Fees and Transfer Taxes. Fees for real estate closing services shall be paid one-half by Buyer and one-half by Seller. Any realty transfer or sales taxes imposed on the sale of the Property pursuant to this Agreement shall be paid by Buyer.

8.2 Utilities and Real and Personal Property Taxes. Water and sewer charges and all other apportioned charges shall be prorated between Seller and Buyer as of Closing on a per diem basis, based on the fiscal year or billing period, as applicable, of the levying authority. Real estate taxes and personal property taxes shall be prorated based on taxes for the calendar year immediately preceding Closing. To the extent possible, Seller shall cancel its utility accounts for the Property as of the date of Closing and Buyer shall be responsible for arranging utility service in Buyer's own name, and any such accounts that are terminated by Seller shall not be prorated.

8.3 Other Costs. Each Party shall pay all its own expenses incurred in connection with this Agreement and the transactions contemplated hereby, including, without limitation, their respective accounting, legal and appraisal fees. Seller shall pay all premiums for the Title Policy, and Buyer shall pay for all additional costs to obtain extended coverage or endorsements to the Title Policy. Buyer shall pay for any Survey costs, and all recording and documentary fees.

8.4 Colorado Withholding. Seller acknowledges that the Escrow Holder will be required to withhold a portion of the Purchase Price in accordance with Colorado law, unless Seller provides Escrow Holder with an executed Colorado Form 1083 that confirms such withholding is not required.

9. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties, each of which shall be continuing and shall survive the Closing for a period of twelve (12) months after the Closing (the "**Survival Period**"). Any claim based on any of the following representations and warranties must be filed, if at all, before the end of the Survival Period. Whenever a representation or warranty is being made "**to Seller's knowledge,**" such qualification indicates that the warranty is being made to the current actual knowledge of (i) David Wacker, Seller's Workplace Services Region Manager for the Property, Kim Meisner-Hobbs, Seller's EHS Region Manager for the Property, Suzanne Patrick, Seller's Workplace Services Region Space and Real Estate Manager, and Rick Walston, Seller's Workplace Services Site Manager for the Property, without any implied, imputed or constructive knowledge and without any independent investigation having been made or any implied duty to investigate by any of the foregoing parties. No claim for a breach of any representation or warranty of Seller shall be actionable or payable if the breach in question results from or is based on a condition, state of facts or other matter which was known to Buyer prior to Closing. Seller shall have no liability to Buyer for a breach of any representation or warranty unless written notice

containing a description of the specific nature of such breach shall have been given by Buyer to Seller prior to the expiration of the Survival Period and any court action or other legal proceeding shall have been commenced by Buyer against Seller within twelve (12) months after Closing. Except as expressly set forth in this Agreement, Seller has not made any warranty or representation, express or implied, written or oral, concerning the Property. Seller acknowledges that the representations and warranties contained in this Section are material to Buyer and will be relied upon by Buyer in proceeding with this transaction.

9.1 Notices of Violation. Except to the extent disclosed in the Property Information, or disclosed to Buyer through any Inspections of the Real Property or otherwise, to Seller's knowledge, Seller has not received any notice from any governmental authority that any condition at the Land or Improvements violates any material provision of applicable building codes, zoning or land use laws, other local, state or federal laws and regulations, or restrictive easements or covenants affecting the Property.

9.2 Authority and Execution. Seller has been duly organized and is validly existing as a Delaware corporation, and is in good standing under the laws of the State of Colorado. The person executing this Agreement on behalf of Seller is duly and validly authorized to do so on behalf of Seller, and that Seller has full right and authority to enter into this Agreement and perform all of its obligations hereunder. Execution of this Agreement will not result in any breach of, or constitute a default under, any contract or other agreement to which Seller is a party. To Seller's knowledge, there is no action or proceeding pending or threatened against Seller that challenges or impairs Seller's ability to execute or perform its obligations under this Agreement.

9.3 Possession. Any existing leases of the Real Property will be terminated prior to Closing and there will not be any parties in occupancy of any of the Real Property or any parts thereof on the Closing Date.

9.4 Condemnation. To Seller's knowledge, Seller has not received any written notice of any existing or pending condemnation or taking by eminent domain of any part of the Real Property.

9.5 Litigation. To Seller's knowledge, except to the extent disclosed in the Property Information, Seller has not received written notice of any litigation which has been filed against Seller that arises out of the ownership of the Property and would materially affect the Property or use thereof, or Seller's ability to perform hereunder. To Seller's knowledge, and except to the extent disclosed in the Property Information, Seller has not received written notice of any threatened litigation relating to the Property.

9.6 Property Information. Buyer acknowledges and agrees that it is commercially impractical and unreasonable to expect that Seller has been able to locate and produce for Buyer under this Agreement all existing written and electronic information and documents in Seller's possession or control or in the possession or control of Seller's officers, employees and agents relating to the Property Information. Therefore, subject to this limitation, Seller only represents and warrants that its Workplace Services managers at the Loveland site have made a reasonable good faith attempt to locate and collect

the Property Information and to make the Property Information available to Buyer for review at Seller's document room located on the Real Property.

9.7 Use of Property. Buyer acknowledges and agrees that it is commercially impractical and unreasonable to expect that Seller has complete and accurate knowledge as to whether any action or inaction by Seller or any of Seller's officers, agents, contractors, or employees has resulted in a Release of Hazardous Materials (as the terms "**Release**" and "**Hazardous Materials**" are defined and interpreted pursuant to applicable federal or Colorado state environmental laws) on the Real Property in violation of any applicable federal or Colorado state laws. Therefore, subject to this limitation, and except to the extent disclosed in the Property Information, or disclosed to Buyer through any Inspections of the Real Property or otherwise, to Seller's Knowledge, during Seller's period of ownership of the Property, no Hazardous Materials have been released on the Real Property by Seller or any of Seller's officers, agents, contractors or employees in violation of any applicable federal or Colorado state law.

10. Buyer's Representations and Warranties. Buyer hereby makes the following representations and warranties, each of which shall survive the Close of Escrow and shall not be limited by any time period, except any applicable statute of limitations under Colorado law:

10.1 Authority to Execute; Organization. Buyer has been duly organized and is validly existing as a home rule municipality, in good standing in the State of Colorado. Buyer has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby, subject to Section 18 below. This Agreement has been, and all of the documents to be delivered by Buyer at the Closing will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of Buyer, enforceable in accordance with their terms.

10.2 Conflicts and Pending Action. There is no agreement to which Buyer is a party or to Buyer's knowledge binding on Buyer which is in conflict with this Agreement. There is no action or proceeding pending or, to Buyer's knowledge, threatened against Buyer which challenges or impairs Buyer's ability to execute or perform its obligations under this Agreement.

10.3 No Encumbrance. Prior to Closing, Buyer shall neither encumber nor cause any liens to be created against the Property in any way, nor shall Buyer, at any time prior to Closing record this Agreement or a memorandum thereof.

10.4 Principal; Financial Resources. Buyer is acting as a principal in connection with the transaction as contemplated by this Agreement and, subject to the condition in Section 18 below, presently possesses and will possess as of the Closing the financial resources to timely consummate the purchase and sale transaction contemplated by this Agreement.

10.5 No Reliance on Documents. All materials, data and Property Information delivered by Seller to Buyer in connection with the transaction contemplated hereby are provided to Buyer as a convenience only and that any reliance on or use of such materials, data or information by Buyer shall be at the sole risk of Buyer. Neither Seller, nor any affiliate of Seller, nor the person or entity that prepared any report or reports delivered by Seller to Buyer shall have any liability to Buyer for any inaccuracy in

or omission from any such reports, excluding any claims for fraudulent or intentional misrepresentation by Seller or its employees relating to such materials, data or Property Information.

10.6 Buyer's Investigation. (i) Except for the express representations and warranties of Seller set forth herein, there are no representations or warranties of any kind whatsoever, express or implied, made by Seller in connection with this Agreement, the purchase of the Property by Buyer, the physical condition of the Property, whether the Property complies with applicable laws, or whether the Property is appropriate for Buyer's intended use (Buyer specifically acknowledges that Seller has not made any representations or warranties as to whether or not the Land can be rezoned for residential or any other change in use); (ii) On or prior to the end of the Due Diligence Period, Buyer will have (or will have chosen not to have) fully investigated the Property and all matters pertaining thereto; (iii) Except for the express representations and warranties of Seller set forth herein, Buyer is not relying on any statement or representation of Seller, its agents or its representatives; (iv) Buyer, in entering into this Agreement and in completing its purchase of the Property, is relying entirely on its own investigation of the Property; (v) On or prior to the end of the Due Diligence Period, Buyer will be aware (or chosen not to be aware) of all zoning regulations (including, without limitation, whether or not the Land can be rezoned for residential or any other change in use sought by Buyer), other governmental requirements, site and physical conditions, and other matters affecting the use and condition of the Property; and (vi) Except for the express representations and warranties of Seller set forth herein, Buyer's decision, on or prior to the end of the Due Diligence Period, of whether to purchase the Property on the terms and conditions hereof shall be made in reliance on Buyer's review, inspection and investigation of the Property and of materials, documents, information and studies relating to the Property (including, without limitation, Buyer's Inspections). EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH HEREIN, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON A STRICTLY "AS IS" "WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS" AS OF THE CLOSING DATE, AND SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, ANY IMPROVEMENTS LOCATED THEREON OR ANY SOIL CONDITIONS RELATED THERETO.

Buyer acknowledges that each of the representations and warranties contained in this Section 10 are material to Seller and will be relied upon by Seller in proceeding with this transaction.

11. Release. BUYER SPECIFICALLY ACKNOWLEDGES THAT BUYER IS NOT RELYING ON (AND SELLER HEREBY DISCLAIMS AND RENOUNCES) ANY REPRESENTATIONS OR WARRANTIES MADE BY OR ON BEHALF OF SELLER OF ANY KIND OR NATURE WHATSOEVER, EXCEPT FOR THOSE PARTICULAR REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT. FURTHER, AND WITH THE EXCEPTION OF CLAIMS BASED ON BREACH OF SELLER'S REPRESENTATIONS AND WARRANTIES IN SECTION 9, BUYER, FOR BUYER AND BUYER'S SUCCESSORS AND ASSIGNS HEREBY RELEASES SELLER FROM, AND WAIVES, ANY AND ALL CLAIMS AND LIABILITIES AGAINST SELLER FOR, RELATED TO, OR IN CONNECTION WITH, ANY

ENVIRONMENTAL OR PHYSICAL CONDITION OF THE PROPERTY (OR THE PRESENCE OF ANY MATTER OR SUBSTANCE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY), INCLUDING, BUT NOT LIMITED TO, CLAIMS AND/OR LIABILITIES RELATING TO (IN ANY MANNER WHATSOEVER) ANY HAZARDOUS, TOXIC OR DANGEROUS MATERIALS OR SUBSTANCES LOCATED IN, AT, ABOUT OR UNDER THE PROPERTY, OR FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION (ACTUAL OR THREATENED) BASED UPON, IN CONNECTION WITH, OR ARISING OUT OF, THE FEDERAL COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AS AMENDED, AND AS IT MAY BE FURTHER AMENDED FROM TIME TO TIME, THE FEDERAL RESOURCE CONSERVATION AND RECOVERY ACT, AS AMENDED, AND AS IT MAY BE FURTHER AMENDED FROM TIME TO TIME, THE COLORADO HAZARDOUS WASTE ACT, AS AMENDED, AND AS IT MAY BE FURTHER AMENDED FROM TIME TO TIME, OR ANY OTHER CLAIM OR CAUSE OF ACTION (INCLUDING ANY FEDERAL OR STATE BASED STATUTORY, REGULATORY OR COMMON LAW CAUSE OF ACTION) RELATED TO ENVIRONMENTAL MATTERS OR LIABILITY WITH RESPECT TO, OR AFFECTING, THE PROPERTY. UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND BUYER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER, AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL LAWS) AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY, WITH THE EXCEPTION OF CLAIMS BASED ON BREACH OF SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES IN SECTION 9. BUYER ACKNOWLEDGES AND AGREES THAT THE WAIVERS, RELEASES AND OTHER PROVISIONS CONTAINED IN THIS SECTION 11 WERE A MATERIAL FACTOR IN SELLER'S ACCEPTANCE OF THE PURCHASE PRICE AND THAT SELLER IS UNWILLING TO SELL THE PROPERTY TO BUYER UNLESS SELLER IS RELEASED AS EXPRESSLY SET FORTH ABOVE. BUYER, WITH BUYER'S COUNSEL, HAS FULLY REVIEWED THE DISCLAIMERS AND WAIVERS SET FORTH IN THIS AGREEMENT, AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF. THE TERMS AND CONDITIONS OF THIS SECTION 11 WILL EXPRESSLY SURVIVE THE CLOSING AND WILL NOT MERGE WITH THE PROVISIONS OF ANY CLOSING DOCUMENTS.

12. Remedies.

12.1 Buyer's Default. If (i) Buyer fails to complete Closing in accordance with the terms of this Agreement, or (ii) Buyer otherwise defaults in the performance of its obligations under this Agreement, then in either event the Deposit and the interest thereon shall be paid to and retained by

Seller as liquidated damages for such breach. Buyer and Seller agree that if Buyer breaches this Agreement, damages would be difficult if not impossible to ascertain. Buyer and Seller agree that the Deposit is the best estimate of the damages due to Seller if Buyer defaults in the performance of its obligations under this Agreement. Buyer and Seller agree that Seller's receipt of the Deposit shall be Seller's sole remedy for such breach, whereupon Buyer shall deliver to Seller the Information and Property Information, and this Agreement shall terminate, except for the Surviving Obligations. This limitation of liability shall not apply to Buyer's other liability obligations under this Agreement (including without limitation, Buyer's indemnity obligations under this Agreement) or to any damages (including reasonable attorneys fees, court costs and other costs of collection) Seller may incur in the event Buyer defaults but fails to authorize the release of the Deposit by Escrow Holder to Seller.

12.2 Seller's Default. If Seller shall fail to convey the Property to Buyer in accordance with the provisions of this Agreement, and such failure constitutes a default by Seller hereunder, Buyer's sole and exclusive remedies shall be either to (i) sue for specific performance, it being understood and agreed that the remedy of specific performance shall not be available to enforce any other obligation of Seller hereunder, or (ii) terminate this Agreement and obtain a refund of the Deposit, and all documented and reasonable out-of-pocket costs incurred by Buyer in performing its inspections, investigations and other due diligence review of the Property up to (but not in excess of) Fifty Thousand Dollars (\$50,000.00), which return and recovery shall operate to terminate this Agreement and release Seller from any and all liability hereunder. Buyer shall be deemed to have elected to terminate this Agreement and receive back the Deposit and the foregoing due diligence cost reimbursement if Buyer fails to file suit for specific performance against Seller in a court having jurisdiction in the county and state in which the Property is located on or before sixty (60) days following the date upon which the Required Closing Date was to have occurred. Except for, and in consideration of, the foregoing right of Buyer to sue for specific performance, or alternatively, to obtain a refund of the Deposit and the foregoing due diligence cost reimbursement, Buyer hereby waives any other remedies available at law or in equity for any default by Seller prior to Closing.

12.3 Limitations on Seller's Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT WILL SELLER OR ANY OTHER INDEMNITEE BE LIABLE TO BUYER IN CONTRACT, TORT OR OTHERWISE WITH RESPECT TO ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR INCIDENTAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY CLOSING DOCUMENT OTHER THAN ANY INTENTIONAL OR FRAUDULENT MISREPRESENTATION BY SELLER. IN ADDITION, IN NO EVENT WILL SELLER OR ANY OTHER INDEMNITEE BE LIABLE TO BUYER UNLESS AND UNTIL THE AGGREGATE AMOUNT OF DAMAGES FOR WHICH SELLER IS OBLIGATED TO BUYER PURSUANT TO THIS AGREEMENT EXCEEDS THE SUM OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) (THE "BASE AMOUNT"), WHEREUPON SELLER SHALL BE LIABLE FOR ALL SUCH DAMAGES, INCLUDING THE BASE AMOUNT, BUT IN NO EVENT WILL SELLER BE LIABLE TO BUYER FOR ANY DAMAGES TO THE BUYER IN EXCESS OF THE SUM OF FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$550,000.00).

12.4 The foregoing waivers and releases by Buyer set forth in Sections 12.2 and 12.3 shall survive any termination of this Agreement or the Closing and recording of the Deed.

13. Casualty; Condemnation.

13.1 Casualty. If, prior to the Closing, any part of the Improvements is damaged or destroyed by flood, fire or other casualty, Seller shall promptly notify Buyer in writing of such casualty loss. If the damage caused by such casualty is estimated to cost more than Two Hundred Fifty Thousand Dollars (\$250,000.00) in the aggregate to repair (as verified by contractor(s) and/or vendor(s) selected by Seller and reasonably acceptable to Buyer), then within twenty (20) days after Buyer's receipt of Seller's notice of the damage, Buyer shall deliver written notice to Seller and the Title Company, electing either to (i) proceed with this transaction and Closing in accordance with this Agreement notwithstanding such damage; or (ii) terminate this Agreement, in which event this Agreement shall terminate and promptly upon such termination, Buyer shall deliver to Seller all Information and Property Information and Buyer shall pay all title, survey and escrow charges incurred in connection with this Agreement and the balance of the Deposit shall be returned to Buyer. Buyer's failure to deliver either such notice to Seller and Title Company within such twenty (20) day-period shall constitute Buyer's election to proceed to Closing. If Buyer elects (or is deemed to have elected) not to terminate this Agreement or if the damage is estimated to cost \$250,000.00 or less in the aggregate, then the Closing shall nevertheless occur as otherwise provided in this Agreement, except that Seller shall assign to Buyer upon the Closing all insurance proceeds paid or payable to Seller (but not in excess of the Purchase Price), if any, in connection with such occurrences, and Seller shall pay to Buyer or credit against the Purchase Price the amount of any deductibles carried by Seller up to, but not in excess of, \$250,000.00 (it being understood that Seller shall have no obligation to pay to Buyer or credit against the Purchase Price any portion of any insurance deductibles carried by Seller in excess of \$250,000.00); and Seller shall have no obligation to repair such damage or destruction.

13.2 Condemnation. In the event that all or any substantial portion(s) of the Real Property shall be taken in condemnation or under the right of eminent domain after the Effective Date and before the Closing, Buyer may, at its option either (i) terminate this Agreement by written notice thereof to Seller, whereupon Buyer shall deliver the Information and Property Information to Seller, and the Title Company shall promptly return to Buyer the Deposit, together with any interest earned thereon, or (ii) proceed to close the transaction contemplated herein pursuant to the terms hereof in which event Seller shall assign and turn over to Buyer, and Buyer shall be entitled to receive and keep all awards for the taking by eminent domain which accrue to Seller and there shall be no reduction in the Purchase Price. For purposes of this provision, a "**substantial portion**" of the Real Property shall mean (a) more than ten percent (10%) of the Real Property is taken; or (b) the access to the Real Property is materially reduced or restricted. In the event that a portion of the Real Property less than a substantial portion is taken, or Buyer elects not to terminate this Agreement, Buyer shall proceed to close the transaction contemplated herein and there shall be no reduction in the Purchase Price and Seller shall assign and turn over to Buyer and Buyer shall be entitled to receive and keep all awards for the taking by eminent domain which accrue to Seller.

14. Brokerage Commissions. If and only in the event that the transaction contemplated by this Agreement closes, a real estate commission shall be paid by Seller to USI Real Estate Brokerage Services Inc. and Realtec Commercial Services representing Seller (“**Seller’s Brokers**”) pursuant to Seller's separate agreement with USI Real Estate Brokerage Services. Seller and Buyer warrant each to the other that they have not dealt with any real estate broker other than the Seller’s Brokers with regard to this transaction. Buyer agrees to indemnify and hold harmless Seller from any and all commissions claimed by any broker or third party representing Buyer arising by virtue of this transaction whose commissions might legally arise from acts of Buyer. Seller agrees to indemnify and hold harmless Buyer from any and all commissions claimed by any broker or third party (including, without limitation, Seller’s Brokers) arising by virtue of this transaction whose commissions might legally arise from acts of Seller. The obligations of indemnity of Buyer and Seller as contained in this Section 14 shall survive the Closing or the earlier expiration or termination of this Agreement. If for any reason the Closing does not occur (including, without limitation, a default by either Buyer or Seller, a termination of this Agreement pursuant to Sections 4, 5, 6, or 13, or otherwise, or a mutual rescission of this Agreement by Buyer and Seller), then no commission will be paid to or deemed earned by the Seller’s Brokers, in no event shall the Seller’s Brokers have any interest in any liquidated damages recovered by Seller pursuant to Section 12.1 hereof, and in no event shall the Seller’s Brokers have any claim or action against Seller or Buyer nor shall Seller or Buyer have any liability to the Seller’s Broker as a result thereof.

15. Notices. Any notice or report required or desired to be given regarding this Agreement shall be in writing and may be given by personal delivery, by certified mail return receipt requested, by courier service or by facsimile (provided such notice is also given by personal delivery or courier service). Any notice or report addressed to Buyer or Seller at their respective addresses set forth below shall be deemed to have been given (i) when personally delivered, (ii) if properly addressed and deposited in the mail (certified, return receipt requested) on the first business day after the date shown on the return receipt for acceptance or rejection, (iii) if properly addressed and deposited with a reputable overnight carrier, on the business day next following the date of deposit, or (iv) if properly addressed and sent by facsimile transmission, on the day of receipt by the sender of a “confirmation copy” of the facsimile transmission (confirming transmission of all pages), provided that (a) a copy of such facsimile notice is also sent on the same date by certified mail or overnight courier, and (b) if the date on which such facsimile notice is given falls on a Saturday, Sunday or federally recognized holiday, then such date shall automatically be extended to the next business day thereafter. For this purpose, a “**business day**” shall be a day on which such reputable overnight carrier has regularly scheduled delivery (excluding Saturdays, Sundays, and federally recognized holidays).

A copy of each notice to Buyer shall be delivered to:

William D. Cahill
City Manager
City of Loveland
500 East Third Street, Suite 330
Loveland, CO 80537
Facsimile No.: 970-962-2900
Email: cahilb@ci.loveland.co.us

with a copy to:

John R. Duval
City Attorney
City of Loveland
500 East Third Street, Suite 330
Loveland, CO 80537
Facsimile No.: 970-962-2900
Email: duvalj@ci.loveland.co.us

A copy of each notice to Seller shall be delivered to:

Agilent Technologies, Inc.
1400 Fountaingrove Parkway, 1USF
Santa Rosa, CA 95403
Attn: Juergen Reinacher, Sr. Manager, Finance and Real Estate
Facsimile No.: 707-577-3250
email: juergen_reinacher@agilent.com

with a copy to:

GCA Law Partners LLP
1891 Landings Drive
Mountain View, California 94043
Attn: Peter Schwab
Facsimile No.: 650-428-3901
email: pschwab@gcalaw.com

16. Miscellaneous.

16.1 SPECIAL DISTRICT DISCLOSURE STATEMENT. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYER SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.

16.2 Time. Time is of the essence of each and every term, provision and covenant of this Agreement. Except as expressly provided otherwise herein, the expiration of any period of time prescribed in this Agreement shall occur at 11:59 p.m. of the last day of the period. Should any period of time prescribed herein end on a Saturday, Sunday or legal holiday (recognized in the State of Colorado), the period of time shall automatically be extended to 11:59 p.m. (or such other time as is expressly provided herein) of the next full business day.

16.3 No Waiver. No waiver by any party of the performance or satisfaction of any covenant or condition shall be valid unless in writing and shall not be considered to be a waiver by such party of any other covenant or condition hereunder.

16.4 Entire Agreement. This Agreement contains the entire agreement between the parties regarding the Property and supersedes all prior agreements, whether written or oral, between the parties regarding the same subject. This Agreement shall not be modified by either party by any oral representation made before or after the execution of this Agreement, and all modifications must be in writing signed by Seller and Buyer.

16.5 Assignment; Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Seller and Buyer; provided, however, that Buyer shall not, prior to the Closing, assign Buyer's rights and obligations pursuant to this Agreement to any party without the prior written consent of Seller, which consent may be withheld in its sole and absolute discretion, unless such assignment is to the Loveland Urban Renewal Authority ("LURA"), any legal entity created and controlled by Buyer or LURA, the Colorado Association for Manufacturing and Technology ("CAMT"), and any entity created and controlled by CAMT (collectively, "**Permitted Assignees**", individually, a "**Permitted Assignee**"), in which case Seller's consent shall not be required. Notwithstanding the foregoing, if Buyer desires to assign this Agreement either to (i) any third party that has entered into a written agreement with a Permitted Assignee for the future development of the Real Property, or (ii) any of the following parties (or to any entity in which any of the following parties both hold a greater than 50% ownership interest and actively manage): (a) Loveland Commercial, LLC, (b) Old Vine Property Group/Zing Development Strategies, (c) The Neenan Company LLP, (d) McWhinney Real Estate Services, Inc., or (e) Orton Development, Inc., then any such assignment shall remain subject to Seller's prior written consent, but in such case, Seller shall not unreasonably withhold such consent. Further, as a pre-condition to Buyer's assignment of this Agreement to any party with or without Seller's consent, (x) Buyer must not be in default under this Agreement as of the date of such assignment, (y) Buyer must provide Seller with five (5) business days' prior written notice of such assignment, and (z) such assignee must execute an assignment and assumption agreement pursuant to which such assignee will assume all of Buyer's obligations under this Agreement. Additionally, no assignment of this Agreement by Buyer, whether or not such assignment requires the consent of Seller, shall relieve Buyer of its personal and primary obligation to perform all of the obligations to be performed by Buyer hereunder.

16.6 Survival. The waiver, release, indemnity, confidentiality, and insurance obligation provisions of this Agreement that are specifically stated herein to survive the Closing shall so survive and shall not merge with the delivery of the Deed.

16.7 Severability. In the case that any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16.8 Captions. Paragraph titles or captions contained in this Agreement are inserted as a matter of convenience only and for reference, and in no way define, limit, extend or describe the scope of this Agreement.

16.9 Exhibits. All exhibits attached hereto shall be incorporated herein by reference as if set out herein in full.

16.10 Relationship of the Parties. The parties acknowledge that neither party is an agent for the other party, and that neither party shall or can bind or enter into agreements for the other party.

16.11 Governing Law. This Agreement and the legal relations between the parties hereto shall be governed by and be construed in accordance with the laws of the State of Colorado, without reference to its conflict of laws principles. Venue for any judicial proceeding arising under this Agreement shall be in the District Court for Larimer County, Colorado. In addition, the parties acknowledge that there are legal constraints imposed upon Buyer by the constitutions, statutes, and rules and regulations of the State of Colorado and of the United States, and imposed upon Buyer by its Charter and Code and that, subject to such legal constraints, the parties shall carry out the terms and conditions of this Agreement.

16.12 Review by Counsel. The parties acknowledge that each party and its counsel have reviewed and approved this Agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

16.13 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original. This Agreement shall only be effective if the same agreement is, or identical counterparts are, signed by Seller and Buyer.

16.14 Filing of Reports. The Title Company shall be solely responsible for the timely filing of any reports or returns required pursuant to the provisions of Section 6045(e) of the Internal Revenue Code of 1986 as amended (and any similar reports or returns required under any state or local laws) in connection with the Closing.

16.15 Third Party Beneficiaries. This Agreement is for the benefit of Buyer and Seller and their respective shareholders, partners and successors and no third party shall be entitled to the benefit of any of the provisions of this Agreement.

16.16 Facsimile or PDF Signatures. Seller and Buyer each (i) has agreed to permit the use from time to time, where appropriate, of telecopy or emailed pdf signatures in order to expedite the transaction contemplated by this Agreement, (ii) intends to be bound by its respective telecopy or

emailed pdf signature, (iii) is aware that the other will rely on the telecopied or emailed pdf signature, and (iv) acknowledges such reliance and waives any defenses to the enforcement of this Agreement and the documents affecting the transaction contemplated by this Agreement based on the fact that a signature was sent by telecopy or emailed pdf only.

16.17 Mutual Cooperation. Each party hereto agrees to execute, acknowledge and deliver or to cause to have executed, acknowledged and delivered, such other and further instruments and documents as may reasonably be requested by the other to carry out this Agreement. Each party hereto shall use its good faith efforts to cause satisfaction of all conditions to its obligation under this Agreement, and to exercise good faith in fulfilling its obligations under this Agreement.

16.18 Disclosure. Seller understands and acknowledges that under the Colorado Open Records Act, C.R.S. §§ 24-72-201 et al., (“**CORA**”) this Agreement is subject to public inspection. In addition to the public inspection requirements of CORA, the Seller also understands and acknowledges that the Colorado Open Meetings Law, C.R.S. § 24-6-402, (“**COML**”) may also require a disclosure of the terms and conditions of this Agreement at public meetings of the Loveland City Council. Therefore, any such disclosures of the terms and conditions of this Agreement under CORA or COML are permitted under this Agreement and shall not be considered a breach of any provision of this Agreement. Additionally, Seller understands and acknowledges that if and to the extent the disclosure under CORA or COML requirements are in conflict with the February Agreement or this Agreement, then the disclosure requirements under CORA and/or COML shall be deemed to control.

16.19 Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

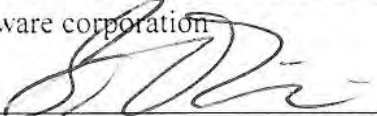
16.20 No Recording. This Agreement shall not be recorded in any place or office of public record and any action in violation of this provision shall be deemed to be a default hereunder and permit the other party hereto to terminate this Agreement immediately and without further notice; provided, however, that the filing of this Agreement as part of any proceedings instituted in any court of proper jurisdiction to enforce the provisions of this Agreement shall not be deemed to be a breach of this Section 16.20.

17. Right of First Offer. Buyer shall have a right of first offer to purchase Seller’s real property located at 900 S. Taft Avenue, Loveland, Colorado, in accordance with and subject to the terms of Exhibit “G” attached hereto.


18. City Council Appropriation. Seller understands and acknowledges that as long as this Agreement is not assigned by Buyer to a Permitted Assignee or an Approved Assignee, if the City Council of the City of Loveland (the “**Council**”) fails to appropriate by ordinance funds in an amount sufficient to fulfill Buyer’s payment of the balance of the Purchase Price due at the Closing, then Buyer shall have the right to send a Due Diligence Termination Notice to Seller if such an ordinance is not passed by the Council and does not become law on or before the end of the Due Diligence Period.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates set forth below.

SELLER:
AGILENT TECHNOLOGIES, INC., a
Delaware corporation

By: 
Printed Name: Stephen D. Williams
Vice President,
Title: Assistant General Counsel
and Assistant Secretary
Date: 5/3/11

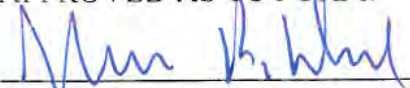
BUYER:
CITY OF LOVELAND, a
Colorado home rule municipality

By: 
Printed Name: William D. Cahill
Title: City Manager
Date: April 21, 2011

ATTEST:


Terry Andrews, City Clerk

APPROVED AS TO FORM:


John R. Duval, City Attorney



Acceptance by Title Company

The Title Company acknowledges receipt of the foregoing Agreement and accepts the instructions contained therein.

Dated: _____, 2011

CHICAGO TITLE COMPANY

By: _____

Name: _____

Title: _____

EXHIBIT A

Legal Description of Real Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LARIMER, STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:

Parcel A:

Tract 1,
2nd South Industrial Addition to the City of Loveland,
as per the Plat recorded April 21, 1961 at Reception No. 797343,
County of Larimer, State of Colorado.

and

Tract 2,
3rd South Industrial Addition to the City of Loveland,
as per the Plat recorded August 24, 1961 at Reception No. 803973,
County of Larimer, State of Colorado.

and

Tract 3,
Big Thompson Industrial Park,
as per the Plat recorded December 10, 1968 at Reception No. 957248,
County of Larimer, State of Colorado.

Parcel B:

Tract A,
Hewlett - Packard Roosevelt Addition,
County of Larimer, State of Colorado.

Parcel D:

Tract 1,
Hewlett - Packard Big Thompson First Subdivision,
County of Larimer, State of Colorado,

EXCEPT that portion conveyed to the City of Loveland in Deed of Dedication recorded December 1, 2000 at Reception No. 2000082010.

Parcel E:

Tract 2,
Hewlett - Packard Big Thompson First Subdivision,
County of Larimer, State of Colorado.

Parcel F:

Tract 1,
The Amended Plat of the Fourth South Industrial Addition to the City of Loveland, Colorado, as per
the plat recorded October 2, 2007 at Reception No. 20070074924,
County of Larimer, State of Colorado.

Parcel G:

Tract 3, Block 1,
Loveland Technological Center First Subdivision,
County of Larimer, State of Colorado.

Parcel H:

Tract 2, Block 1,
Amended Plat of Tracts 1 and 2, Block 1, Loveland Technological Center First Subdivision,
County of Larimer, State of Colorado.

Parcel I:

Tract 4,
Big Thompson Industrial Park,
County of Larimer, State of Colorado.

Parcel J:

Lot 2, Block 1,
Big Thompson Industrial Park Second Subdivision,
County of Larimer, State of Colorado.

Parcel K:

That portion of Second Fairgrounds Add. lying West of South Roosevelt Avenue,

EXCEPT any portion set forth in Public Right-of-Way Deed of Dedication recorded March 18, 1991
at Reception No. 91010643,

AND EXCEPT any portion thereof lying within any public road or railroad right of way,
County of Larimer, State of Colorado.

also known as:

Outlot A, Fairgrounds First Addition to the City of Loveland, Colorado,
County of Larimer, State of Colorado.

EXHIBIT B

List of Personal Property

BUILDING A PERSONAL PROPERTY		
	<u>Quantity</u>	
General Building Items	all	Wall clocks Break Area equipment Outside equipment See tab "Break Areas" See tab "Outside"
Fire & Safety		Safety Equipment Fire Extinguishers See tab "Safety Equip" See tab "Fire Extinguishers"
Lobby		None
IDF Closets	all all all	Network Racks Network Cable Trays Network Patch Panels
Conference Rooms		None
Office Furniture Systems		None
Dock		None

Main Campus - Personal Property List.xls

BUILDING B PERSONAL PROPERTY			
	Quantity		
General Building Items	all	Wall clocks	
		Break Area equipment	See tab "Break Areas"
		Outside equipment	See tab "Outside"
Fire & Safety		Safety Equipment	See tab "Safety Equip"
		Fire Extinguishers	See tab "Fire Extinguishers"
Technical Computing Room		2 Liebert CRAC Units	
	all	Network Racks	
	all	Network Cable Trays	
	all	Raised Flooring	
IDF Closets	all	Network Racks	
	all	Network Cable Trays	
	all	Network patch Panels	
Kitchen / Servery		Kitchen equipment	See tab "Kitchen Equip"
Conference Rooms		Conf Room equipment	See tab "Bld B Conf & Restrooms"
Training Rooms		Training Room equip	See tab "Bld B Conf & Restrooms"
Restrooms		Restroom equipment	See tab "Bld B Conf & Restrooms"
Wellness Center		None	
Office Furniture Systems		None	

BUILDING C PERSONAL PROPERTY			
	Quantity		
General Building Items	all	Wall clocks	
		Break Area equipment	See tab "Break Areas"
		Outside equipment	See tab "Outside"
Fire & Safety		Safety Equipment	See tab "Safety Equip"
		Fire Extinguishers	See tab "Fire Extinguishers"
Lobby & Security Office		Lobby furnishings	See tab "Security Pers Property"
		Lenel Security System (all bldgs)	See tab "Security Pers Property"
Firehunter Server Room		2 Liebert CRAC Units	
	all	Network Racks	
	all	Network Cable Trays	
	all	Network Patch Panels	
IDF Closets	all	Network Racks	
	all	Network Cable Trays	
	all	Network Patch Panels	
Conference Rooms		Conf Room equipment	See tab "Bld C Conf & Restrooms"
Restrooms		Restroom equipment	See tab "Bld C Conf & Restrooms"
Office Furniture Systems		None	

BUILDING D PERSONAL PROPERTY			
	<u>Quantity</u>		
General Building Items	all	Wall clocks	
		Break Area equipment	See tab "Break Areas"
		Outside equipment	See tab "Outside"
Fire & Safety		Safety Equipment	See tab "Safety Equip"
		Fire Extinguishers	See tab "Fire Extinguishers"
D-Lower Computer Room (DRP)		Raised Floor misc pieces	
		Network Racks - misc	
		Network Patch Panels - misc	
IDF Closets	all	Network Racks	
	all	Network Cable Trays	
	all	Network Patch Panels	
Conference Rooms		Conf Room equipment	See tab "Bld D Conf & Restrooms"
Restrooms		Restroom equipment	See tab "Bld D Conf & Restrooms"
North D-Lower Lobby		Misc Furniture & equip	See tab "Bld D Conf & Restrooms"
Office Furniture Systems		None	
All bldgs Support Equip & Supplies		Support Equip & Supplies	See tab "JCI Support Equip"

OUT BUILDINGS		
PERSONAL PROPERTY		
<u>Quantity</u>		
ENERGY CENTER		
General Building Items	Support Equip & Supplies	See tab "JCI Support Equip"
Fire & Safety	Safety Equipment	See tab "Safety Equip"
	Fire Extinguishers	See tab "Fire Extinguishers"
FARM HOUSE & RECREATION AREA		
General Building Items	Support Equip & Supplies	See tab "JCI Support Equip"
Fire & Safety	Safety Equipment	See tab "Safety Equip"
	Fire Extinguishers	See tab "Fire Extinguishers"
MAINTENANCE BUILDNG west of A		
General Building Items	Support Equip & Supplies	See tab "JCI Support Equip"
Fire & Safety	Safety Equipment	See tab "Safety Equip"
	Fire Extinguishers	See tab "Fire Extinguishers"
MAINTENANCE BUILDNG east of C		
General Building Items	Support Equip & Supplies	See tab "JCI Support Equip"
Fire & Safety	Safety Equipment	See tab "Safety Equip"
	Fire Extinguishers	See tab "Fire Extinguishers"
RF Test SITE		
General Building Items	Support Equip & Supplies	See tab "JCI Support Equip"
Fire & Safety	Safety Equipment	See tab "Safety Equip"
	Fire Extinguishers	See tab "Fire Extinguishers"

Bldg. B Kitchen Inventory:

Quantity	Equipment
1	5 well hot
1	8 well hot
2	2 well hot soup
1	1 well hot soup
3	5 ft. cold
2	4 ft. cold
3	2 well cold
1	9 ft. cold
2	Dual door 6 ft. reach in cooler
1	Freezer, walk in
3	Cooler, walk in
1	Fryer 3 well with warmer
1	6 stove range
1	3 ft. flat grill
1	2.5 ft. flat grill
2	Steamer/oven combo 3 ft.
1	Steamer/oven combo 6 ft.
1	3 compartment sink
3	Steam kettles
1	2 layer steamer
2	Front/Back entry, dual-door warmer 6 ft.
2	Ice machine
1	3 ft. tilt skillet
1	Dish machine
3	Ice machine/water dispenser
2	6 ft. cash register stands
2	13 ft. serving line
1	8 ft. serving line

Stainless Steel Prep Tables:

2	5 ft.
1	7 ft. with sink
1	7 ft.
3	4 ft.
1	3 ft.
1	10 ft. with sink
17	6 ft. stainless steel storage racks

Detail provided by Jason Pool 4-28-06

	Douwe Gemini coffee	Egberts coffee	Café VII coffee	Scottsman ice & Water	Hoshizaki ice & Water	Refrigerator	Microwave	Paper towel auto	Paper Towel man	Soap Disp	Hard Sanitize r	Free Standing Cabinet	Pay Phone	Lounge Chair	Coffee Table	Medicine Dispence r	Display Cases	Bar Stool	Round Chair	Sq Table	Oak Plant Stand
B Main																					
Training Area H15									1		1										
H14											1										
G7											1										
GH3											1										
B2											1										
B5											1										
C Main																					
Museum											1						8				
Credit Union											1										
Fire Hunter																					
H10									1												
C Lower																					
West Main										1											
W Comp Rm										1											
E Comp Rm										1											
Café									2												
D Upper																					
E Break																					
D Main																					
West End									1	1	1						3				
Middle West									1	1	1										
Middle									1	1	1										
East									1	1	1										
D Mezz																					
East										1	1										
West										1	1										
D Lower																					
SWB7										1	1										
East GH13										1	1										
North H11										1	1										
NW GH4	1										1										
C14																					
TOTAL	1	0	0	0	0	0	0	0	5	15	18	0	0	0	0	0	8	0	0	0	0

	Concrete Trash Bin	Bleachers 5 tier	Game supplies container
Bldg B, N side	4		
Bldg B, W side	1		
Bldg A, N side	3		
Bldg A, W side	1		
Bldg A, S side	1		
Bldg A, E side	0		
Bldg B, S side	1		
Bldg C, W side	0		
Bldg C, S side	1		
Bldg C, E side	0		
CD courtyard-Lower	2		
CD courtyard-Upper	5		
Bldg D, E side	1		
Bldg D, N side	1		
Bldg D, W side	2		
Ball Field		4	1

Central Security System - Disposition (continued)		
General Equipment (A, B, C & D)		
Equipment Type	Quantity	Building Code(s) & Description
Composite Cable (reader)	below	all buildings (card access readers)
184 Plenum cable	below	all buildings (overhead contacts)
184 Plenum shielded	below	all buildings
Locks & Keys (Schlage)	below	all buildings
Crash Bar/Door Hardware		all buildings
REX - Request to exit device		all buildings & access points
Door Contacts (Z707AD)		all buildings
Security Cover Plates		all accessible locations
Head End Equipment		all accessible locations/huffman boxes
OVX 16 Port - Integral Tech.	3	C dispatch security operations center
OVX 4 Port card	1	B main ATM closet
OVX monitoring station	1	monitor, keyboard, mouse (SOC)
Panel User Station	1	CPU, monitor, keyboard, mouse (SOC)
OVX Monitors	7	color monitors (SOC)
Head End Equipment		all accessible locations/huffman boxes
Multitester (VCR)	3	C dispatch security operations center
Transmission counter	1	C lobby
Site-Wide Behavior Call Boxes (except for bldg E)	6	Parking lots A, B, C, D, Rec areas
Building A		
Equipment Type	Quantity	Building Code(s) & Description
LNL-2000	1	Mother boards
LNL-ETHLAN-MCR	1	Ethnet communications board
LNL-1320	10	Dual Reader Interface Boards
LNL-1100	1	Input control module
LNL-1200	1	Output control module
LNL-C7X-6	3	LENEL power supply with tamper
ABT-12	11	12VDC 12AH Battery for LNL-C7X-6
AL400ULX	7	4amp 12-24VDC power supply
LNL-1K-32	4	Resistor pack
LPSP-6820G	11	Readers
1078-C	19	Recessed Door Contact
Z707AD	10	Over Head door contact
4104-08-32D	4	Rutherford Electric Strike
Composite Cable (reader)	4500	A building
184 Plenum cable	1000	A building
184 Plenum shielded	1000	A building
Internal cameras	10	A building Interior
External Cameras	4	A Building Exterior
Building B		
Equipment Type	Quantity	Building Code(s) & Description
LNL-2000	1	Mother boards
LNL-ETHLAN-MCR	1	Ethnet communications board
LNL-1320	11	Dual Reader Interface Boards
LNL-1100	1	Input control module
LNL-1200	1	Output control module
LNL-C7X-6	4	LENEL power supply with tamper
ABT-12	14	12VDC 12AH Battery for LNL-C7X-6
AL400ULX	9	4amp 12-24VDC power supply
LNL-1K-32	3	Resistor pack
LPSP-6820G	14	Readers
1078-C	28	Recessed Door Contact
Z707AD	2	Over Head door contact
4104-08-32D	2	Rutherford Electric Strike
Q80PDEU826-24	1	Electrified Lever exit and strike
Composite Cable (reader)	9500	B building
184 Plenum cable	500	B building
184 Plenum shielded	350	B building
Internal cameras	8	B Building Interior
External Cameras	1	B Building Exterior
Building C		
Equipment Type	Quantity	Building Code(s) & Description
LNL-2000	1	Mother boards
LNL-ETHLAN-MCR	1	Ethnet communications board
LNL-1320	9	Dual Reader Interface Boards
LNL-1100	1	Input control module
LNL-1200	1	Output control module
LNL-C7X-6	2	LENEL power supply with tamper
ABT-12	10	12VDC 12AH Battery for LNL-C7X-6
AL400ULX	4	4amp 12-24VDC power supply
LNL-1K-32	2	Resistor pack
LPSP-6820G	19	Readers
1078-C	26	Recessed Door Contact
4104-08-32D	5	Rutherford Electric Strike
Composite Cable (reader)	8000	C building
184 Plenum cable	1000	C building
184 Plenum shielded	1000	C building
Internal cameras	18	C Building Interior
External Cameras	4	C Building Exterior
Building D		
Equipment Type	Quantity	Building Code(s) & Description
LNL-2000	1	Mother boards
LNL-ETHLAN-MCR	1	Ethnet communications board
LNL-1320	17	Dual Reader Interface Boards
LNL-1100	1	Input control module
LNL-1200	1	Output control module
LNL-C7X-6	4	LENEL power supply with tamper
ABT-12	18	12VDC 12AH Battery for LNL-C7X-6
AL400ULX	10	4amp 12-24VDC power supply
LNL-1K-32	6	Resistor pack
LPSP-6820G	19	Readers
1078-C	46	Recessed Door Contact
Z707AD	4	Over Head door contact
4104-08-32D	9	Rutherford Electric Strike
Composite Cable (reader)	7500	D building
222 Plenum cable (OC)	1000	D building
184 Plenum cable	1000	D building
184 Plenum shielded	1000	D building
Internal cameras	18	D Building Interior
External Cameras	4	D Building Exterior
Energy Center		
Equipment Type	Quantity	Building Code(s) & Description
LNL-2000	1	Mother boards
LNL-ETHLAN-MCR	1	Ethnet communications board
LNL-1320	4	Dual Reader Interface Boards
LNL-1100	1	Input control module
LNL-1200	1	Output control module
LNL-C7X-6	2	LENEL power supply with tamper
ABT-12	5	12VDC 12AH Battery for LNL-C7X-6
AL400ULX	3	4amp 12-24VDC power supply
LNL-1K-32	2	Resistor pack
LPSP-6820G	4	Readers
1078-C	12	Recessed Door Contact
Z707AD	4	Over Head door contact
Composite Cable (reader)	1500	D building
222 Plenum cable (OC)	500	D building
184 Plenum shielded	1000	D building
External Cameras	2	Energy Center - Building Exterior

Date provided by Oern Hopkins, Mike Elmsby, and Bobbi Snyder 4-24-06

Bld B													
B main south east womens restrooms													
105 lockers													
B main south east mens restrooms													
141 lockers													
B main conference rooms													
	Tables	side tables	Chairs	side chairs	whiteboard	polycom	projector	flip chart stand	rack w/DVD&VCR	electric screen	electronic whiteboard	slk plants	crederza
Alcove					0					1			
Deer Trail					1					1			
Durango					2					1			
North Bear					1					1			
North Timberline					0					1			
South Bear					1					1			
South Timberline					0					1			
Training rooms													
Winter Park					1								
Breckenridge													
Keystone													
Telluride					1								
Red Mountain													
Cameron Pass													
Monarc Pass					2								

C main conference rooms:

	Tables	side tables	Chairs	whiteboard	polycom	projector	flip chart stand	rack w/DVD&VCR	electric screen	electronic whiteboard	silk plants	credenza	Extras
North Arrowhead				1					1				
South Arrowhead				1					1				
Manitou				1					1				
North Platte				1					1				
South Platte				1					1				
Pikes Peak				1					0				
Silver Creek				2					1				

Restrooms														
D Lower west mens														
24	lockers													
D Lower east womens														
9	lockers													
D Lower east mens														
15	lockers													
D main conference rooms														
		Tables	side tables	Chairs	side chairs	whiteboard	polycom	projector	flip chart stand	rack w/DVD&VCR	electric screen	electronic whiteboard	silk plants	credenza
	Ajax					2								
	Animas					1								
	Aspen					2								
	Beaver Creek					2								
	Blue Ridge					2								
	Carbondale					2								
	Copper Mountain					2								
	Crested Butte					2								
	Cuchara Valley					2								
	Diamond Peak					2								
	Geneva Basin					2								
	Loveland Pass					2								
	Powderhorn					1								
D Mezz conference rooms														
	Steamboat					2								
	Quandary Peak					2								
D Lower conference rooms														
	Boyd					1								
	Carter					1								
	Cascade Falls					1								
	Pawnee					1								
	Trappers					1								
	Turquoise Lake					1								

PERSONAL PROPERTY				
BUILDING A				
Safety Equipment	Quantity	Item	Location	
		Fire Extinguishers - Dry Chem	List Attached	
BUILDING B				
Safety Equipment	Quantity	Item	Location	
		Fire Extinguishers - Dry Chem	List attached	
	3	Extinguishers - Halon	List attached	
	1	Extinguishers - ABCK		
		First Aid kits	Near column A/B-14	
BUILDING C				
Safety Equipment		Fire Extinguishers - Dry Chem	Location	NOTE
		Extinguishers - Halon	List attached	
			List attached	
BUILDING D				
Safety Equipment	Quantity	Item	Location	
D - Main	0	Fire Extinguishers - Dry Chem	List attached	
		First Aid kits	East and West Stairwells	
D- Lower		Fire Extinguishers - Dry Chem	List attached	
	3	Extinguishers - Halon	List attached	
		First Aid kits	west end by elevator, C-14, A/B-17	
D- Mezzanine	1	Fire Extinguishers - Dry Chem	List attached	
		First Aid kits	Between C-7 and C-8	
ENERGY CENTER				
Safety Equipment	Quantity	Item	Location	
		Fire Extinguishers - Dry Chem	List Attached	
		Fire Extinguishers - Halon		
FARM HOUSE				
Safety Equipment	Quantity	Item	Location	
	2	Fire Extinguishers - Dry Chem	In inside of farm house	
	1	fire Extinguishers - Dry Chem	Outside on wall of barn	
	2	fire Extinguishers - Dry Chem	At BBQ area - Pond pavilion	
MAINTENANCE BUILDNG west of A				
Safety Equipment	Quantity	Item	Location	
	4	Fire Extinguishers - Dry Chem	N. bay, shop inside, shop outside, Waste water rm	
MAINTENANCE BUILDNG east of C				
Safety Equipment	Quantity	Item	Location	
	2	Fire Extinguishers - Dry Chem	One in west bay, one in east bay	
RF Test SITE				
Safety Equipment	Quantity	Item	Location	
	1	Fire Extinguishers - Halon	Next to door	

A-MEZZ			A-MEZZ			A-MEZZ			A-MEZZ			A-MEZZ			A-MEZZ			A-MEZZ					
D#	Location	Halon	Dry	D#	Location	Halon	Dry	D#	Location	Halon	Dry	D#	Location	Halon	Dry	D#	Location	Halon	Dry	D#	Location	Halon	Dry
1	D-4/5		X	1	BC-15 upstairs office		X	1	C/G-2 w/ end		X	1	N.W. fan room G-2/3		X	1	Electrical Room		X	1			
2	D/F-4/5		X	2	adder C-16/17 (wellness center)		X	2	G-13/14		X	2			X	2	Boiler Room S. Door		X	2			
3	Fan Room D/F-4		X	3	CD-16/17 (Weight Rm)		X	3	CG-15		X	3			X	3	Boiler Room N. Door		X	3			
4	On Roof G-4		X	4	In Hall G/H-17		X	4	C/G-15 E. end Equip. rm.		X	4			X	4	Sump Room E. Door		X	4			
5	D/F-7		X	5	G/H-15-16		X	5			X	5			X	5	Sump Room Top of Stairs		X	5			
6	D/F-9		X	6	H/15-16 Keystone		X	6	Location		X	6	S-E Fan room C-15-16		X	6	Compressor Room		X	6			
7	D/F-12		X	7	J/15-16 head Mt. Pass		X	7	Security G/H-1/2		X	7			X	7	Chiller Room N.W. Door		X	7			
8	D/F-14		X	8	H-13		X	8	G-2 Lobby		X	8			X	8	Chiller Room S. Door		X	8			
9	Long Room conf F-14/15		X	9	J-10		X	9	C-3		X	9			X	9			X	9			
10	Equip. Rm. D/F-14/15		X	10	H-9		X	10	Center of building East side		X	10			X	10			X	10			
11	EAST UPPER/ARH ROOM		X	11	H-8		X	11			X	11			X	11			X	11			
12			X	12	HJ-7/8		X	12			X	12			X	12			X	12			
13			X	13	HJ-5 Lab		X	13			X	13			X	13			X	13			
14			X	14	HJ-5 Infall		X	14			X	14			X	14			X	14			
15			X	15	HJ-4/5 LAB		X	15			X	15			X	15			X	15			
16			X	16	HJ-2 (inside lab)		X	16			X	16			X	16			X	16			
17			X	17	HJ-2 (inside lab)		X	17			X	17			X	17			X	17			
18			X	18	HJ-2 (lab)		X	18			X	18			X	18			X	18			
19			X	19	H-2		X	19			X	19			X	19			X	19			
20	HJ-0 By A-9E Door		X	20	H-2		X	20			X	20			X	20			X	20			
21	MachineShop W Door		X	21	GH-2		X	21			X	21			X	21			X	21			
22			X	22	Outside by generator J-1		X	22			X	22			X	22			X	22			
23			X	23	H-3/4		X	23			X	23			X	23			X	23			
24			X	24	HJ-8/7		X	24			X	24			X	24			X	24			
25			X	25	G-7/8		X	25			X	25			X	25			X	25			
26	H-5 ESD JACKET		X	26	D-7 Bernardo square		X	26			X	26			X	26			X	26			
27	H-5 ESD JACKET		X	27	G/H 10-11 in room		X	27			X	27			X	27			X	27			
28	F/G-5 Equipment room		X	28	GH-12/13		X	28			X	28			X	28			X	28			
29			X	29	G-13		X	29			X	29			X	29			X	29			
30	F-8/9 inside welding room		X	30	GH-14 in Catering Rm.		X	30			X	30			X	30			X	30			
31			X	31	B/C 13/14 BY Kripko's		X	31			X	31			X	31			X	31			
32			X	32	B/C-55-2		X	32			X	32			X	32			X	32			
33			X	33	B/C-56		X	33			X	33			X	33			X	33			
34			X	34	B/C-56		X	34			X	34			X	34			X	34			
35			X	35	IT. room D-3/4		X	35			X	35			X	35			X	35			
36			X	36	IT. room F/G-4/5		X	36			X	36			X	36			X	36			
37			X	37	IT. room G-4		X	37			X	37			X	37			X	37			
38			X	38	IT. room G-4		X	38			X	38			X	38			X	38			
39			X	39	Equip. Rm. D/F-2/3		X	39			X	39			X	39			X	39			
40			X	40	Up stairs B/C-3		X	40			X	40			X	40			X	40			
41			X	41	B-2 Hall		X	41			X	41			X	41			X	41			
42			X	42	A/B-4/5		X	42			X	42			X	42			X	42			
43			X	43	A/B-5		X	43			X	43			X	43			X	43			
44			X	44	GH-17 outside by gas well		X	44			X	44			X	44			X	44			
45			X	45	B-5 hall		X	45			X	45			X	45			X	45			
46			X	46	B-7 hall		X	46			X	46			X	46			X	46			
47			X	47	B-9 hall		X	47			X	47			X	47			X	47			
48			X	48	B-12 hall		X	48			X	48			X	48			X	48			
49			X	49	A/B-14 (Kitchen)		X	49			X	49			X	49			X	49			
50			X	50	Hood Suppression		X	50			X	50			X	50			X	50			
51			X	51	B-16 hall		X	51			X	51			X	51			X	51			
52			X	52	A/B-16 kitchen		X	52			X	52			X	52			X	52			
53			X	53	A/B-16 hall		X	53			X	53			X	53			X	53			
54			X	54	VB-15-16 Grill room kitchen		X	54			X	54			X	54			X	54			
55			X	55	Grill Outside		X	55			X	55			X	55			X	55			
56			X	56			X	56			X	56			X	56			X	56			
57			X	57			X	57			X	57			X	57			X	57			
58			X	58			X	58			X	58			X	58			X	58			

EXHIBIT C

Property Information

1. Copies of any title documents related to the Property;
2. Copies of any surveys of the Land;
3. Copies of any environmental reports, tests and studies, including all related correspondence with environmental regulatory agencies;
4. Copies of any engineering and geological studies relating to the Property, its soil conditions, available utilities and infrastructure, current or projected neighborhood traffic, off-site improvements, drainage, topography and water resources;
5. Copies of any building, planning or zoning applications currently pending or previously submitted to the City, together with related correspondence;
6. Copies of any current ad valorem tax bills;
7. Copies of any construction plans and specifications or warranties for the Improvements;
8. Copies of any licenses, leases or other contracts affecting the management of the Property that will remain in effect after the Closing;
9. Copies of any maps, test results, and governmental permits and approvals applicable to all of any portion of the Property; and
10. Copies of any and all of the following: operational data and information for the Improvements, instruction manuals for Personal Property, maintenance records for the Improvements and Personal Property, including, without limitation, blueprints, plans, CAD files, and CAFM files.

EXHIBIT D

Form of Special Warranty Deed

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this ____ day of _____, 20__, between AGILENT TECHNOLOGIES, INC., a Delaware corporation ("Grantor"), and CITY OF LOVELAND, a Colorado home rule municipality ("Grantee"), whose address is 500 East Third Street, Suite 330, Loveland, CO 80537, Attn: City Manager.

Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed and by these presents does grant, bargain, sell, and convey to Grantee, all of that certain tract or parcel of land lying and being in Larimer County, Colorado, as more particularly described as follows (the "Property"):

See Exhibit A attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereof, to the same belonging or in any way appurtenances thereof, to the same belonging or in any way appertaining, to the only proper use and benefit of Grantee in fee simple.

THIS DEED is made expressly subject to the title exceptions set forth on Exhibit B, attached hereto and incorporated herein by reference, including, without limitation, that certain Loveland Property Environmental Covenant and Indemnity Agreement entered on December 15, 2008, and recorded in the public records of Larimer County, Colorado on April 10, 2009, at Reception No. 20090022084 (the "HP Covenant"). In addition to, and without in any way limiting the binding effect of, or Grantee's acceptance of, the other title exceptions stated on Exhibit B hereto, Grantee accepts title to the Property subject to and under the terms of the HP Covenant, and Grantee's acceptance of this Special Warranty Deed shall per se constitute Grantee's acceptance of the HP Covenant and Grantee's agreement to be bound thereby.

SUBJECT TO taxes for the current year, encumbrances created by Grantee or Grantee's agents, and the title matters set forth above, Grantor will warrant and forever defend the right and title to the tract or parcel of land described above to the Grantee against the claims of all persons claiming by, through or under Grantor, and not otherwise.

IN WITNESS WHEREOF, Grantor has executed this deed on the above date.

GRANTOR:

AGILENT TECHNOLOGIES, INC., a
Delaware corporation

By: _____

Name: _____

Title: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20___,
by _____ as _____ of Agilent Technologies, Inc., a Delaware
corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT E

Bill Of Sale And Blanket Transfer, Assignment And Assumption

THIS BILL OF SALE AND BLANKET TRANSFER, ASSIGNMENT AND ASSUMPTION (the "Assignment") is made and entered into this ___ day of _____, 2011, by and between AGILENT TECHNOLOGIES, INC., a Delaware corporation ("Assignor"), and CITY OF LOVELAND, a Colorado home rule municipality ("Assignee").

WITNESSETH:

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the conveyance by the Assignor to the Assignee of the improved real property located in the City of Loveland, County of Larimer, Colorado, and more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby transfers, grants, conveys and assigns to the Assignee all of Assignor's right, title and interest in and to the following (together, the "Personal Property"), to-wit:

1. All of the fixtures and equipment described on Exhibit B attached hereto (collectively, the "Fixtures"), as well as (i) any and all data cabling, fiber optic cabling and related sonet assets located on the Property, (ii) any and all raised flooring located on the Property, and (iii) any and all building operation systems and the components thereof, such as (but not limited to) HVAC systems, UPS systems, liebert units, fire and security systems, and related system controls;
2. All of Assignor's right, title and interest in and to any assignable or otherwise transferable licenses, permits, entitlements, certificates of occupancy and other governmental approvals relating to the Property (collectively, the "Permits"); and
3. All of Assignor's right, title and interest in and to all unexpired warranties with respect to the Property to the extent that the same may exist and may be assignable (collectively, the "Warranties").

THIS ASSIGNMENT IS MADE SUBJECT, SUBORDINATE AND INFERIOR TO THE EASEMENTS, COVENANTS AND OTHER MATTERS AND EXCEPTIONS OF RECORD WITH RESPECT TO THE PROPERTY. ASSIGNEE ACKNOWLEDGES AND AGREES THAT ASSIGNOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITIONS OF THE PERSONAL PROPERTY, (B) THE SUITABILITY OF THE PERSONAL PROPERTY FOR ANY AND ALL

ACTIVITIES AND USES WHICH ASSIGNEE MAY CONDUCT THEREON, (C) THE COMPLIANCE OF OR BY THE PERSONAL PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (D) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PERSONAL PROPERTY, OR (E) ANY OTHER MATTER WITH RESPECT TO THE PERSONAL PROPERTY. ASSIGNEE FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PERSONAL PROPERTY, ASSIGNEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PERSONAL PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY ASSIGNOR, EXCEPT AS SPECIFICALLY PROVIDED IN THE AGREEMENT. ASSIGNEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PERSONAL PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT ASSIGNOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. ASSIGNEE FURTHER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE PERSONAL PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS," EXCEPT AS SPECIFICALLY PROVIDED IN THE AGREEMENT.

The obligations of Assignor are intended to be binding only on the property of Assignor and shall not be personally binding upon, nor shall any resort be had to, the private properties of any of its trustees, officers, beneficiaries, directors, members, or shareholders, or of its investment manager, the general partners, officers, directors, members, or shareholders thereof, or any employees or agents of Assignor or its investment manager. This Assignment shall be governed in accordance with the laws of the State of Colorado. This Assignment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and such counterparts together constitute one and the same instrument. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day and year first above written.

ASSIGNOR:

Agilent Technologies, Inc., a Delaware corporation,

By: _____

Name: _____

Title: _____

ASSIGNEE:

City of Loveland, a Colorado home rule municipality

By: _____

Name: _____

Title: _____

EXHIBIT F

Form of Quit Claim Deed

After recording return to:

Attention: _____

QUIT CLAIM DEED

(Water and Mineral Interests)

THIS QUIT CLAIM DEED is made this _____ day of _____, 20__, between AGILENT TECHNOLOGIES, INC., a Delaware corporation ("Grantor"), and CITY Of LOVELAND, a Colorado home rule municipality ("Grantee"), whose address is 500 East Third Street, Suite 330, Loveland, CO 80537, Attn: City Manager.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100ths Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, has remised, released, sold and QUIT CLAIMED, and by these presents does remise, release, sell and QUIT CLAIM unto Grantee, its successors and assigns forever, any and all of Grantor's right, title, interest, claim and demand, if any, in and to the following:

All water and water rights, water wells, and well rights, whether tributary, non-tributary or not non-tributary, including, but not limited to, all right, title, and interest under C.R.S. § 37-90-137 (1973) on, underlying, or appurtenant to the Property located in Larimer County, Colorado, and more fully described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"), and any remaining interest that Grantor may have in the sixteen (16) Colorado Big Thompson units ("collectively, "Units") administered by the Northern Colorado Water Conservancy District ("NCWCD") that were transferred by Grantor to Grantee under that certain Acknowledgment of Transfer under Temporary Use Permit executed on July 27, 2001, State Engineer Filings, Well Registration Statements, well permits, decrees, and pending water court applications, if any, and any well equipment or other personalty or fixtures currently used for the supply, diversion, storage, treatment or distribution of water on or in connection with the Property, and all sewer taps associated with the Property,

Together with all mineral rights owned by Grantor, if any, relating to or in any way appertaining to the Property.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title,

interest and claim whatsoever, of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, its successors and assigns forever.

[Signature page follows.]

IN WITNESS WHEREOF, Grantor has executed this Quit Claim Deed on the above date.

GRANTOR:

AGILENT TECHNOLOGIES, INC., a
Delaware corporation

By: _____

Name: _____

Title: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____ as _____ of Agilent Technologies, Inc., a Delaware corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT G

Right Of First Offer To Purchase

This Right of First Offer to Purchase ("**ROFO**") is made a part of that certain Purchase and Sale Agreement dated April 18, 2011 (the "**Agreement**"), by and between AGILENT TECHNOLOGIES, INC., a Delaware corporation ("**Seller**"), and CITY of LOVELAND, a Colorado home rule municipality ("**Buyer**"), which Agreement concerns the sale by Seller and the purchase by Buyer of that certain real property located at 815 14th Street SW, in the City of Loveland, County of Larimer, State of Colorado (the "**Property**"). The capitalized terms herein shall have the same meanings ascribed to them in the Agreement unless otherwise expressly provided herein to the contrary.

In consideration of the Agreement and the mutual covenants herein contained, Seller and Buyer agree as follows:

1. Grant of Right of First Offer to Purchase. Seller owns that certain real property (including all building improvements located thereon) commonly known as 900 S. Taft Avenue, Loveland, Colorado (the "**ROFO Property**"), which ROFO Property is more particularly described on Schedule 1 attached hereto. Provided that (i) the Closing has occurred, and (ii) at the time Seller would otherwise deliver a Seller's Offer (defined below), Buyer continues to own fee title to the Real Property (it being intended that all rights pursuant to this provision are and shall be personal to the original Buyer, and any "Permitted Assignee" or "Approved Assignee" under the Agreement [and the term "Buyer" as used in this ROFO shall be deemed to include all such parties], but shall not be transferable or exercisable by or for the benefit of any other assignee or successor-in-interest to Buyer), Buyer shall have a right of first offer to purchase the ROFO Property from Seller on the terms and conditions provided below, which right of first offer shall survive the Closing and recording of the Deed for the Property for a 10-year period as set forth below. Terms which are capitalized in this ROFO and which are not defined herein shall have the meanings ascribed to them in the Agreement.

2. Seller's Offer. If at anytime within ten (10) years after the Closing Date ("**ROFO TERM**"), Seller elects to sell the ROFO Property, Seller shall submit to Buyer a written offer ("**Seller's Offer**") identifying the price at which Seller is willing to offer the ROFO Property for sale (the "**Purchase Price**"). Within ten (10) business days after receipt of Seller's Offer (which 10-business day period shall be extended to fifteen [15] business days after receipt of Seller's Offer, if, and only if, the City of Loveland then holds fee title to the Property and is deemed the Buyer under this ROFO), Buyer shall give Seller written notice of Buyer's rejection or unqualified and unconditional acceptance of Seller's Offer. Buyer's right of first offer hereunder shall be void and of no further force or effect if Seller does not elect to sell the ROFO Property within ten (10) years after the Closing Date; and after the expiration of such 10-year period, this ROFO shall be deemed void and of no further force or effect, and Seller shall be free to sell the ROFO Property to any party, at any sales price, and on any terms as Seller may elect in its sole discretion.

3. Acceptance by Buyer. If Buyer timely accepts Seller's Offer as provided above, Seller shall, within fifteen (15) business days after Seller's receipt of notice of Buyer's acceptance, submit to Buyer a Purchase and Sale Agreement for the ROFO Property prepared by Seller's counsel; providing for (i) sale of the ROFO Property on an "as is" "where is" condition and basis "with all faults", but with representations and warranties substantially similar to those contained in Section 10 of the Agreement, with such changes as may reasonably be required by Seller due to then-existing conditions; (ii) a \$250,000.00 cash deposit to be paid by Buyer to the title company handling the transaction upon execution of the Purchase and Sale Agreement, which shall be increased or decreased (as necessary) to equal three percent (3%) of the Purchase Price upon waiver of Buyer's due diligence contingency, all of which funds shall be placed in an escrow with a nationally-recognized title company selected by Seller until the closing and (a) be applied towards the Purchase Price at closing or (b) be refundable to Buyer if and only if the purchase fails to close due to no fault of Buyer (and shall otherwise be nonrefundable), provided that the initial \$250,000.00 cash deposit shall be refundable if Buyer terminates the Purchase and Sale Agreement prior to expiration of the due diligence period; (iii) all cash consideration; (iv) a due diligence period of 60 days following the date of Seller's receipt of Buyer's notice of acceptance in order to complete its title, survey and other property evaluations; (v) closing within thirty (30) days after the aforementioned due diligence period expires; (vi) allocation of closing costs (including transfer taxes and escrow fees) in the same manner as set forth in Section 8 of the Agreement; (vii) no contingencies to closing other than (a) Buyer's aforementioned due diligence period and (b) the same contingencies as set forth in Sections 6.1 and 6.2 of the Agreement; and (viii) incorporating the purchase price and other terms of sale specified in Seller's Offer (if any). The parties shall then have a period of up to twenty (20) business days from Buyer's receipt of the draft Purchase and Sale Agreement within which to negotiate in good faith and execute the final form of the Purchase and Sale Agreement consistent with the foregoing. At Buyer's written request, Seller shall provide to Buyer, without representation or warranty of any kind, copies of any and all environmental and physical plant reports and studies for the ROFO Property then in Seller's possession and not previously delivered to Buyer (collectively, the "ROFO Property Documents"), all of which ROFO Property Documents shall be returned to Seller if the closing does not occur for any reason.

4. Rejection by Buyer. If Buyer rejects Seller's Offer, then Seller shall be free to sell the ROFO Property without regard to Buyer's right of first offer to purchase at any sales price and on any terms as Seller may elect in its sole discretion; provided, however, that if after Seller's receipt of Buyer's rejection notice, Seller has received and is willing to accept an offer to purchase the ROFO Property that is lower than ninety-five percent (95%) of the Purchase Price, then before entering into any agreement to sell the ROFO Property at such reduced price, Seller shall first offer to sell the ROFO Property to Buyer at the reduced price Seller is willing to accept, in which event Seller's written offer to Buyer to sell at the reduced price shall be treated as a new Seller's Offer subject to all of the provisions of this ROFO, and the provisions of this Section 4 shall again be applicable. Further, if after Seller's receipt of Buyer's rejection notice, Seller does not close on a sale of the ROFO Property within one (1) year after Buyer rejects Seller's Offer, then before selling the ROFO Property, and as long as the ROFO Term has not expired, Seller shall first offer to sell the ROFO Property to Buyer pursuant to the procedures set forth in this Agreement. The provisions contained in this Section 4 shall continue during the ROFO TERM unless Seller enters into an agreement to sell the ROFO Property to a third party following Buyer's rejection of Seller's Offer at a price that is not subject to any re-offer right under this Section 4, and such

ROFO Property is subsequently sold to such third party within one (1) year after Buyer rejects Seller's Offer (in which event this ROFO shall lapse and be null and void, and of no further force or effect), or this ROFO is terminated pursuant to any other provisions contained in this ROFO.

5. Termination of Buyer's Right of First Offer. If Buyer does not give Seller written notice of Buyer's acceptance or rejection within ten (10) business days after receipt of Seller's Offer (which 10-business day period shall be extended to fifteen [15] business days after receipt of Seller's Offer if, and only if, the City of Loveland then hold fee title to the Property and is deemed the Buyer under this ROFO) as provided above, or if Buyer accepts Seller's Offer and either (i) Seller and Buyer, despite their reasonable efforts, for any reason do not execute a Purchase and Sale Agreement within the twenty (20)-business day period as described above, or (ii) Buyer fails to close the purchase of the ROFO Property after entering into a Purchase and Sale Agreement through no fault of Seller, then (in any of those events), the provisions of this ROFO shall be null and void and of no further force or effect, and Seller shall then and at all times thereafter be free to sell the ROFO Property to any person or entity upon whatever terms Seller in its sole discretion may find acceptable.

6. Excluded Transactions. Buyer's right of first offer to purchase shall not apply with respect to any of the following transactions: (i) a sale at foreclosure (or a deed in lieu of foreclosure) or any sale by a mortgagee of Seller following foreclosure (or a deed in lieu of foreclosure); (ii) a conveyance to a corporation, partnership, limited liability company, trust or other form of entity wholly or partially in exchange for stock, a partnership or membership interest or other form of beneficial equity interest in such entity as part of a corporate, partnership or similar restructuring, acquisition, merger, sale of assets by Seller, or other similar transaction and not as a means of circumventing the rights granted to Buyer under this ROFO; (iii) a conveyance to any parent, subsidiary or affiliate of Seller; and (iv) a conveyance to any entity with whom Seller is undertaking or will undertake a joint venture or similar joint research and development, marketing, distribution, sales or development project at the ROFO Property; provided, however, that Buyer's right of first offer to purchase shall not survive any of the excluded transactions described in the foregoing clauses (i) and (iv), but shall survive any of the excluded transactions described in the foregoing clauses (ii) and (iii).

7. Closing. If Buyer timely accepts Seller's Offer, and the Purchase and Sale Agreement is timely executed, the closing of the sale of the ROFO Property shall be held at the time and place specified in the Purchase and Sale Agreement. At the closing, a special warranty deed of the ROFO Property from Seller to Buyer, together with such other instruments and documents as may be reasonably necessary to effectuate the sale of the ROFO Property to Buyer, shall be delivered to the title company. The instruments and documents delivered to the title company at the closing shall be legally sufficient to convey Seller's ownership interest in the ROFO Property to Buyer free and clear of all loans, mortgages, deeds of trust and monetary liens except real property taxes not yet due, which real property taxes shall be prorated as of the date of the closing. The Purchase Price and all other sums due at the time of closing shall be paid by delivery of funds to the title company, which shall be immediately available to Seller upon closing. Seller's obligation to convey title to the ROFO Property in accordance herewith shall be fully satisfied upon the delivery of the deed to Buyer and the willingness of the title company to issue to Buyer upon payment by Seller of its regularly scheduled premium its policy of ALTA title insurance, containing such endorsements as Buyer may reasonably request (at Buyer's sole cost),

insuring that Buyer is vested as the fee title owner of the ROFO Property. Notwithstanding the foregoing, issuance of any title insurance endorsements shall not be a condition to Buyer's obligation to close the transaction.

8. Recordation of Memorandum. This ROFO shall not be recorded, however, a short form memorandum of this ROFO in the form attached hereto as Schedule 2 shall be recorded upon the Closing. If this ROFO is terminated or otherwise voided under the provisions of Sections 1, 2, 4, 5 or 6 above, Buyer shall deliver to Seller within thirty (30) days after Buyer's receipt of Seller's written request, an executed and acknowledged termination of this ROFO in the form attached hereto as Schedule 3.

9. Miscellaneous. This ROFO shall be governed by the laws of the State of Colorado, without reference to its conflict of laws principles. In the event of any legal or equitable proceeding to enforce any of the terms or conditions of this ROFO, or any alleged disputes, breaches, defaults or misrepresentations in connection with any provision of this ROFO, the prevailing party in such proceeding shall be entitled to recover its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and costs of defense paid or incurred in good faith. This ROFO may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this ROFO to physically form one document.

IN WITNESS WHEREOF, the undersigned parties have executed this ROFO on the respective dates set forth below.

SELLER:
AGILENT TECHNOLOGIES, INC., a
Delaware corporation

BUYER:
CITY OF LOVELAND, a
Colorado home rule municipality

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

SCHEDULE 1

Legal Description of Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LARIMER, STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:

Parcel C:

Tract 1,

The Amended Plat of the CMS First Addition to the City of Loveland, Colorado, as per the Plat recorded October 2, 2007 at Reception No. 20070074924, County of Larimer, State of Colorado.

SCHEDULE 2

SHORT FORM OF RIGHT OF FIRST OFFER

(_____)

Property Address

By this Short Form of Right of First Offer effective as of _____, the undersigned party designated as "Offeror" hereby grants to City of Loveland, a Colorado home rule municipality ("Offeree") a right of first offer to purchase Offeror's right, title and interest in and to the real property located at 900 S. Taft Avenue, Loveland, Colorado, which real property is more particularly described on Exhibit A attached hereto and made a part hereof, on the terms and conditions set forth in that certain Right of First Offer to Purchase between Offeror and Offeree dated _____.

Offeree's right of First Offer expires automatically ten (10) years from the effective date hereof unless sooner terminated by action of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Short Form of Right of First Offer on the day and year first above written.

<u>OFFEROR:</u>	<u>OFFEREE:</u>
Agilent Technologies, Inc., a Delaware corporation	City of Loveland, a Colorado home rule municipality
By: _____	By: _____
Its: _____	Its: _____

SCHEDULE 3

TERMINATION OF RIGHT OF FIRST OFFER

(_____)

Property Address

By this Termination of Right of First Offer effective as of _____, the undersigned offeree ("Offeree") hereby acknowledges the termination of any and all rights it may have to purchase the real property located at 900 S. Taft Avenue, Loveland, Colorado, and more particularly described on Exhibit A attached hereto and made a part hereof, that were granted to Offeree pursuant to that certain Right of First Offer to Purchase dated _____, a short form of which was recorded on _____ at Book No. _____, Page _____ of the records of Larimer County.

IN WITNESS WHEREOF, Offeree has executed this Termination of Right of First Offer on the day and year first above written.

OFFEREE:

City of Loveland, a Colorado home rule municipality

By: _____

Its: _____

FIRST READING May 10, 2011

SECOND READING _____

ORDINANCE NO. _____

AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO THE 2011 CITY OF LOVELAND BUDGET FOR THE PURCHASE OF REAL ESTATE AND WATER RIGHTS (FORMER AGILENT PROPERTY)

WHEREAS, the City has reserved funds not appropriated at the time of the adoption of the City budget for 2011; and

WHEREAS, the City Council desires to authorize the expenditure of these funds by enacting a supplemental budget and appropriation to the City budget for 2011, as authorized by Section 11-6(a) of the Loveland City Charter.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVELAND, COLORADO:

Section 1. That reserves in the amount of \$889,000 in the Open Space Capital Expansion Fee Fund 223, \$30,000 in the Street Capital Expansion Fee fund 229, \$5,000 in the Wastewater Enterprise Fund 042, and \$4,898,000 in the Raw Water Enterprise Fund 046 are available for appropriation. The reserves in the total amount of \$5,822,000 are hereby appropriated for the purchase of real estate and water rights; the operational and insurance costs of the buildings purchased; and transferred to the funds as hereinafter set forth. The spending agencies and funds that shall be spending the monies supplementally budgeted and appropriated are as follows:

**Supplemental Budget
General Fund 001**

Revenues

001-0000-373-46-00-AGL11 Transfer from Raw Water 70,000

Total Revenue 70,000

Appropriations

001-2321-409-03-40-AGL11 Utilities 10,000

001-2321-409-03-50-AGL11 Professional Services 60,000

Total Appropriations 70,000

**Supplemental Budget
Capital Project Fund 02**

Revenues	
002-0000-373-22-09-AGL11 Transfer from Street CEF	30,000
002-0000-373-46-02-AGL11 Transfer from Raw Water Fund	4,372,000
Total Revenue	4,402,000
Appropriations	
002-2321-409-09-10-AGL11 Land	4,402,000
Total Appropriations	4,402,000

**Supplemental Budget
Wastewater Enterprise Fund 42**

Revenues	
Fund Balance	5,000
Total Revenue	5,000
Appropriations	
042-4610-409-09-10-AGL11 Land	5,000
Total Appropriations	5,000

**Supplemental Budget
Raw Water Enterprise Fund 046**

Revenues	
Fund Balance	4,898,000
Total Revenue	4,898,000
Appropriations	
046-4520-473-07-02-AGL11 Transfer to Capital Projects Fund	4,372,000
046-4710-409-09-52-AGL11 Water Purchase	379,000
046-4520-473-07-01-AGL11 Transfer to General Fund	70,000
046-4520-473-07-89-AGL11 Transfer to Risk Fund	77,000
Total Appropriations	4,898,000

**Supplemental Budget
Risk & Insurance Fund 089**

Revenues	
089-0000-373-46-00-AGL11 Transfer from Raw Water Fund	77,000
Total Revenue	77,000
Appropriations	
089-1575-409-05-10-AGL111 Insurance - Property and Liability	77,000
Total Appropriations	77,000

**Supplemental Budget
Open Space CEF Fund 223**

Revenues	
Fund Balance	889,000
Total Revenue	889,000
Appropriations	
223-0208-409-09-10-AGL111 Land	889,000
Total Appropriations	889,000

**Supplemental Budget
Street CEF Fund 229**

Revenues	
Fund Balance	30,000
Total Revenue	30,000
Appropriations	
229-0270-473-02-00-AGL111 Transfer to Capital Projects Fund	30,000
Total Appropriations	30,000

Section 2. That as provided in City Charter Section 4-9(a)(7), this Ordinance shall be published by title only by the City Clerk after adoption on second reading unless the Ordinance has been amended since first reading in which case the Ordinance shall be published in full or the amendments shall be published in full. This Ordinance shall be in full force and effect upon final adoption, as provided in City Charter Section 11-5(d).

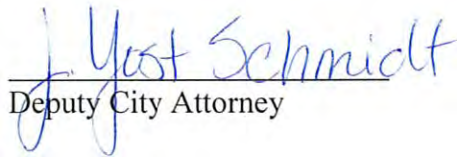
ADOPTED this ____ day of May, 2011.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Deputy City Attorney