



Fees	54 00
Taxes	
Copies	
AMT PAID	54 00

RECORDING REQUESTED BY:

Thomas L. Jackson and Anita E. Jackson  
Trustees, Jackson Family Trust  
22486 Cupertino Road  
Cupertino, California 95014

REGINA ALCOMENDRAS  
SANTA CLARA COUNTY RECORDER  
Recorded at the request of  
Owner

RDE # 014  
2/27/2008  
3:44 PM

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control  
Tiered Permitting Corrective Action Branch  
5796 Corporate Avenue  
Cypress, California 90630  
Attention: Stephen W. Lavinger, Chief

**COVENANT TO RESTRICT USE OF PROPERTY**

**ENVIRONMENTAL RESTRICTION**

***County of Santa Clara, APN #817-04-030  
235 Tennant Avenue, Morgan Hill, CA 95037  
DTSC Site Code 550004***

This Covenant and Agreement ("Covenant") is made by and between Thomas L. Jackson and Anita E. Jackson, Trustees of the Jackson Family Trust (the "Covenantors"), the current owners, in trust, of property situated in Morgan Hill, County of Santa Clara, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471 and Health and Safety Code section 25202.5, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code section 25260. The Covenantors and Department, collectively referred to as the "Parties", hereby agree that the use of the Property shall be restricted as set forth in this Covenant.

**ARTICLE I**  
**STATEMENT OF FACTS**

1.1. The Property, totaling approximately 1.14 acres is more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein by this reference. The Property is located in the area now generally bounded by Edmundson Avenue to the North, Church Street to the West, Vineyard Avenue to the East, and Tennant Avenue to the South, County of Santa Clara State of California. The Property is also generally described as Santa Clara County Assessor's Parcel No.817-04-030. The property was

formerly a portion of a larger property of approximately 2.5 acres with the address of 16035 Vineyard Boulevard. In 2005, the original property was split into two parcels: 235 Tennant Avenue (the subject Property), and 16035 Vineyard Boulevard.

1.2. The Property has been the site of a manufacturing facility. The former facility owner/operator was authorized by the Department on August 25, 1993, to treat certain hazardous waste onsite under Permit By Rule. Under this authorization, the Property was and is subject to the requirements of the Hazardous Waste Control Law at Health and Safety Code Sections 25100 et seq. The Property has also been the subject of a Corrective Action Consent Agreement dated September 13, 2004 between the Department and the former facility owner/operator. Pursuant to the corrective action requirements of the Hazardous Waste Control Law, including Health and Safety Code Section 25187 and 25205.5, the Department is requiring this Covenant due to identified hazardous waste constituents that will remain at a portion of the Property at levels which are not suitable for unrestricted use of the land.

1.3. Pursuant to the above requirements and to the Corrective Action Consent Agreement dated September 13, 2004, the former owner investigated 12 areas of concern ("AOCs") at the Property under the oversight of the Department. One of those 12 AOCs, AOC 8, is the only affected portion of the Property where identified hazardous materials will remain at levels which are not suitable for unrestricted use. AOC 8 is capped by a concrete slab floor over the area. The limited portion and exact location of the Property covered by this Covenant are more particularly illustrated in Exhibit "B," attached to this Covenant and incorporated by this reference.

1.4. The shallow subsurface soil at the affected portion of the Property at AOC 8 contained an elevated level of Total Petroleum Hydrocarbon ("TPH") with a maximum concentration of 23,400 mg/kg exceeding a risk-based regulatory level for TPH in soil set by the San Francisco Bay Regional Water Quality Control Board, namely an Environmental Screening Level ("ESL") of 100 to 500 mg/kg for TPH. Because the impacted soil has a cement cap and is located inside the building, the level of contamination is being managed to meet restricted use clean up standards. The Department concludes that the Property, so long as it is subject to the deed restriction of this Covenant, does and will not present an unacceptable threat to present or future human or public health, safety or the environment if future use of the Property is consistent with the restrictions described herein.

## ARTICLE II DEFINITIONS

2.1. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.2. Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, prohibitions, and terms and conditions as set forth in any section of this Covenant.

2.3. Improvements. "Improvements" includes, but is not limited to: buildings,

structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

2.4. Lease. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

2.5. Occupant. "Occupant" means owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.6. Owner. "Owner" or "Owners" means the Covenantors, and their successors in interest, including but not limited to heirs and assigns, who at any time hold title to all or any portion of the Property.

2.7. Cap. The "Cap" means the concrete slab floor covering the area indicated by the dashed lines in Exhibit B-2.

### ARTICLE III GENERAL PROVISIONS

3.1. Runs with the Land. This Covenant sets forth Environmental Restrictions, that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land pursuant to Health and Safety Code section 25202.5 and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.2. Binding upon Owners/Occupants. Pursuant to the Health and Safety Code, this Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471, all successive owners of the Property are expressly bound hereby for the benefit of the Department.

3.3. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease or sublease of the Property, or any portion thereof, the owner, lessor, or sublessor shall give the buyer, lessee, or sublessee written notice of the existence of this Covenant and its Environmental Restrictions. This notice requirement applies only after the date this covenant is executed. Lessees or sublessees who occupy the property on the date this covenant is executed will be notified in accordance with this paragraph within sixty days of that date.

3.4. Incorporation into Deeds and Leases. This Covenant and its Environmental Restrictions shall be incorporated by reference in each and every deed and Lease for any portion of the Property.

3.5. Conveyance of Property. The Owner shall provide written notice to the Department not later than thirty (30) days after any conveyance of any ownership

interest in the Property (excluding Leases, and mortgages, liens, and other non-possessory encumbrances). The written notice shall include the name and mailing address of the new owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Number (APN) noted on page one. If the new owner's property has been assigned a different APN, each such APN that covers the Property must be provided. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

3.6. Costs of Administering the Covenant to be paid by Owners. The Department has already incurred and will in the future incur costs associated with the administration of this Covenant. Therefore, the Owners hereby covenant for themselves and for all subsequent Owners that, pursuant to California Code of Regulations, title 22, section 67391.1(h), the Owners agree to pay the Department's costs in administering the Covenant.

#### ARTICLE IV RESTRICTIONS

4.1. Prohibited Uses. The Property shall not be used for any of the following purposes:

- (a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation.
- (b) A hospital for humans.
- (c) A public or private school for persons under 21 years of age.
- (d) A day care center for children.

4.2. Soil Management: Owner agrees:

- (a) No activities that will disturb the soil below the concrete slab floor Cap at AOC 8 shown on Exhibit B to this Covenant (e.g., excavation, grading, removal, trenching, filling, earth movement or mining) shall be allowed on the Property without a Soil Management Plan approved by the Department.
- (b) Any contaminated soils brought to the surface by grading, excavation, trenching or backfilling below the Cap shall be managed in accordance with all applicable provisions of state and federal law.
- (c) The Owner shall provide the Department written notice at least fourteen (14) days prior to any building, filling, grading, removal, trenching, filling, earth movement or mining in the Property below the Cap.

4.3. Non-Interference with Cap. Owner agrees:

(a) Activities that may disturb the Cap (e.g. excavation, grading, removal, trenching, filling, earth movement, or mining) shall not be permitted without prior review and approval by the Department.

(b) All uses and development of the Property shall preserve the integrity of the Cap.

(c) The Cap shall not be altered without written approval by the Department.

(b) Owner shall notify the Department of each of the following: (i) the type, cause, location and date of any damage to the Cap and (ii) the type and date of repair of such damage. Notification to the Department shall be made as provided below within ten (10) working days of both the discovery of any such disturbance and the completion of any repairs. Timely and accurate notification by any person falling within the definition of Owner or Occupant shall satisfy this requirement on behalf of all persons falling within the definition of Owner and Occupant

4.4. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment.

ARTICLE V  
ENFORCEMENT

5.1. Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Department to require modification or removal of any Improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, including but not limited to, failure to submit, or the submission of any false statement, record or report to the Department, shall be grounds for the Department to pursue administrative, civil or criminal actions.

ARTICLE VI  
MODIFICATION OR REMOVAL, AND TERM

6.1. Modification or Removal. Any Owner may make a written request of the Department to modify or remove the provisions of this Covenant. Such a request shall be made by an Owner and shall be reviewed and acted upon by the Department in accordance with Health and Safety Code section 25202.6.

6.2 Term. Unless ended in accordance with paragraph 6.1, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII  
MISCELLANEOUS

7.1. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.2. Department References. All references to the Department include successor agencies/departments or other successor entity.

7.3. Recordation. The Covenantors shall record this Covenant, with all referenced Exhibits, in the County of Santa Clara within ten (10) days of the Covenantors' receipt of a fully executed original.

7.4. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing, shall specifically refer to this Covenant, and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owners:

Thomas L. Jackson and Anita E. Jackson, Trustees  
Jackson Family Trust  
22486 Cupertino Road  
Cupertino, California 95014

To Department:

Department of Toxic Substances Control  
Tiered Permitting Corrective Action Branch  
5796 Corporate Avenue  
Cypress, California 90630  
Attention: Stephen W. Lavinger, Chief

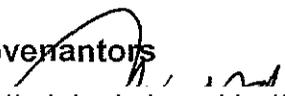
Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.5. Partial Invalidity. If this Covenant or any of its terms are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

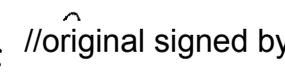
7.6. Statutory References. All statutory references include successor provisions.

7.7 Inspection and Reporting Requirements. The Owner shall conduct an annual inspection of the limited portion and exact location of the Property covered by this Covenant, namely AOC 8 illustrated on the Figure marked as Exhibit B2 and attached as part of Exhibit B to this Covenant, in the month of January of each year and shall submit an Annual Inspection Report to the Department for its approval within sixty (60) days following the inspection. The annual report, must include the dates, times, and names of those who conducted the inspection and prepared the annual inspection report. It also shall describe how the observations were performed that were the basis for the statements and conclusions in the annual report (e.g., drive by, fly over, walk in, etc.) If the inspection results in a finding of compliance, the Owner shall so certify in the annual report. If violations are noted, the annual report must detail the steps taken to return to compliance. If the Owner identifies any violations of this Covenant during the annual inspections or at any other time, the Owner must within 10 days of identifying the violation: determine the identity of the party in violation, send a letter advising the party of the violation of the Covenant and demand that the violation(s) cease immediately. Additionally, copies of any correspondence related to the enforcement of this Covenant shall be sent to the Department within ten (10) days of its original transmission.

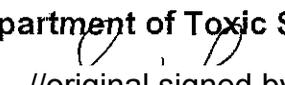
IN WITNESS WHEREOF, the Parties execute this Covenant as of the dates set forth below.

**Covenantors**  
By:  //original signed by// \_\_\_\_\_  
Thomas L. Jackson  
Title: Trustee, Jackson Family Trust

Date: 11-20-07

By:  //original signed by// \_\_\_\_\_  
Anita E. Jackson  
Title: Trustee, Jackson Family Trust

Date: 11-20-07

**Department of Toxic Substances Control**  
By:  //original signed by// \_\_\_\_\_  
Stephen W. Lavinger  
Title: Chief, Tiered Permitting Corrective Action Branch  
Date: 1/29/08

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California            )  
County of Santa Clara        )

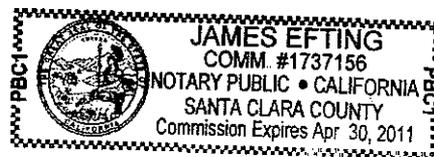
On January 18, 2008, before me, James Efting, a Notary Public, personally appeared Thomas L. Jackson and Anita E. Jackson, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

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

WITNESS my hand and official seal.

//original signed by//

Signature



State of California )

County of Orange )

On January 29, 2008 before me, Deborah R. Saito Notary Public, personally appeared Stephen W. Lavinger, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

//original signed by//

\_\_\_\_\_  
Signature of Notary Public

(Seal)



# **Covenant to Restrict Use of Property**

Exhibit A  
The Property  
235 Tennant Avenue  
Morgan Hill, California 95037

## 235 Tennant Avenue

LEGAL DESCRIPTION  
EXHIBIT "A"

All that certain Real Property in the City of Morgan Hill, County of Santa Clara, State of California, described as follows:

Beginning at a point on the Northwesternly line of Tennant Avenue, distant thereon North 64° 18' 15" East 1176.645 feet from the point of intersection of the Northwesternly line of Tennant Avenue with the Northeastly line of the Monterey Road (U.S. Highway 101) as said line was established by Deed from Emerance C. Martens, et al to the State of California, dated February 3, 1938 and recorded February 21, 1938 in Book 859 Official Records, page 512, said Point of Beginning also being the most Easterly corner of that certain parcel of land conveyed by George A. Beyer to Robert Carransco by Deed dated June 14, 1950 and recorded July 12, 1950 in Book 2012 of Official Records, page 614; thence from said Point of Beginning along the said Northwesternly line of Tennant Avenue North 64° 18' 15" East for a distance of 141 feet to the most Southerly corner of the parcel of land conveyed by Thurl J. Keith, et ux, to Donald Mast, et ux, by Deed dated March 9, 1948 and recorded March 9, 1948 in Book 1587 Official Records, page 144; thence along the Southwesterly line of said parcel of land so conveyed to Mast, North 24° 40' 30" West 378 feet, more or less, to the point of intersection thereof with the Northeastly prolongation of the Northwesternly line of the said parcel of land so conveyed to Carransco, hereinabove referred to; thence along said prolonged line, South 65° 19' 30" West for a distance of 141 feet, more or less, to the most Northerly corner of said parcel of land so conveyed to Carransco; thence along the Northeastly line of said parcel of land, South 24° 40' 30" East a distance of 379 feet, more or less, to the Point of Beginning and being a portion of Lots 6 and 7, as shown upon that certain Map entitled, "Map of the Henri Martens Subdivision No. 2", which said Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on November 18, 1919 in Book P of Maps, page 39.

07/12/2006

Assessment Roll Information for Tax Year: 2006

APN: 817-04-030

**DISCLAIMER:**

This service has been provided to allow easy access and a visual display of County information. A reasonable effort has been made to ensure the accuracy of the data provided; nevertheless, some information may be out of date or may not be accurate. The County of Santa Clara assumes no responsibility arising from use of this information. ASSOCIATED DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Do not make any business decisions based on this data before validating the data. [Revenue and Taxation Code Section 408 3(c)]

**Situs Address and Mailing Address Information**

Number of Property Address(es): 1	Billing Address(es):
235 TENNANT AV MORGAN HILL	22486 CUPERTINO RD CUPERTINO CA 95014

**Property Information**

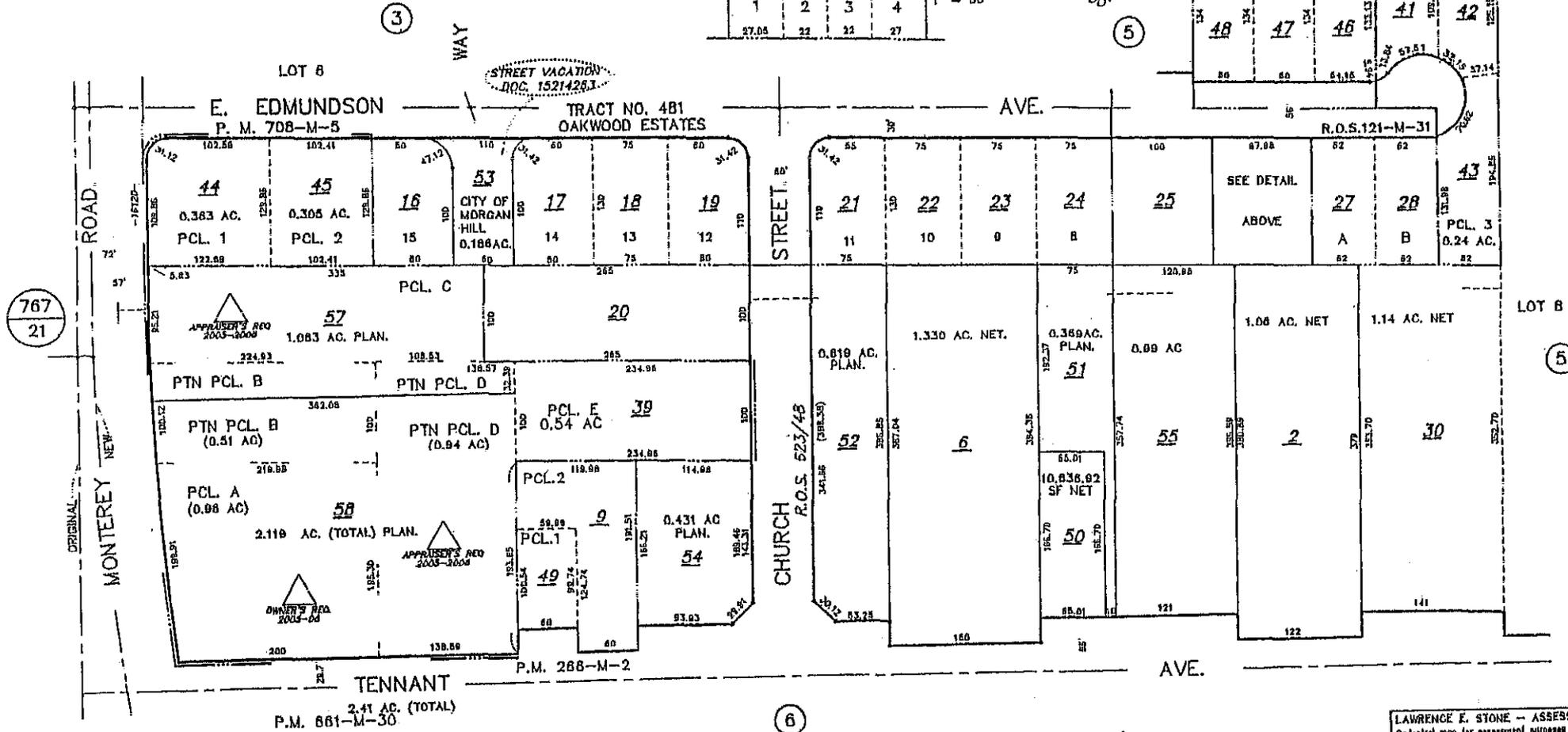
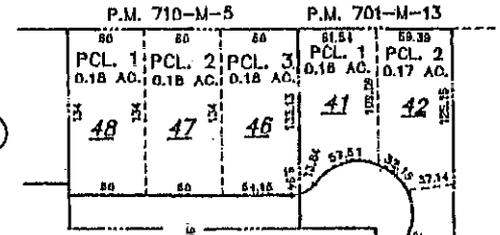
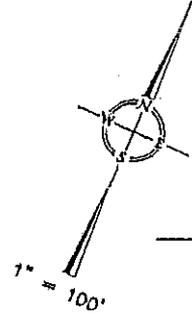
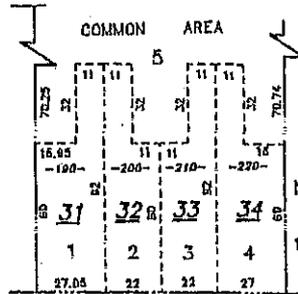
Document No.	18391979	Transfer Date	05 / 27 / 2005
Document Type	GRANT DEED	Tax Default Date	n/a

**Tax Rate Area: 04-001 (IRA Information as of 6/30/2001)**

Morgan Hill [City]	Morgan Hill [Unified School]
Gavilan Jt(35,43) [Comm. College]	Bay Area Jt(1,7,21,28,38,41,43,48,49,57) [Air Quality Mgmt.]
Morgan Hill-ojo De Agua Community [Redevelopment]	Area No. 01, Library Benefit Assessment [County Service]
Area No. 01 (library Services) [County Service]	Santa Clara Valley [County Water]
Santa Clara Valley-zone S-1 [County Water]	Santa Valley-zone W-3 [County Water]
Santa Clara County Importation [Water-misc.]	

**Assessed Values on: 817-04-030 (Assessed Information as of 6/30/2001)**

Real Property		Business		Exemptions		Net Assessed Value
Land	\$ 124,942	Fixtures	\$ 0	Homeowner	\$ 0	
Improvements	\$ 732,472	Structure	\$ 0	Other	\$ 0	
		Personal Prop.	\$ 0			
Total	\$ 857,414		\$ 0		\$ 0	\$ 857,414



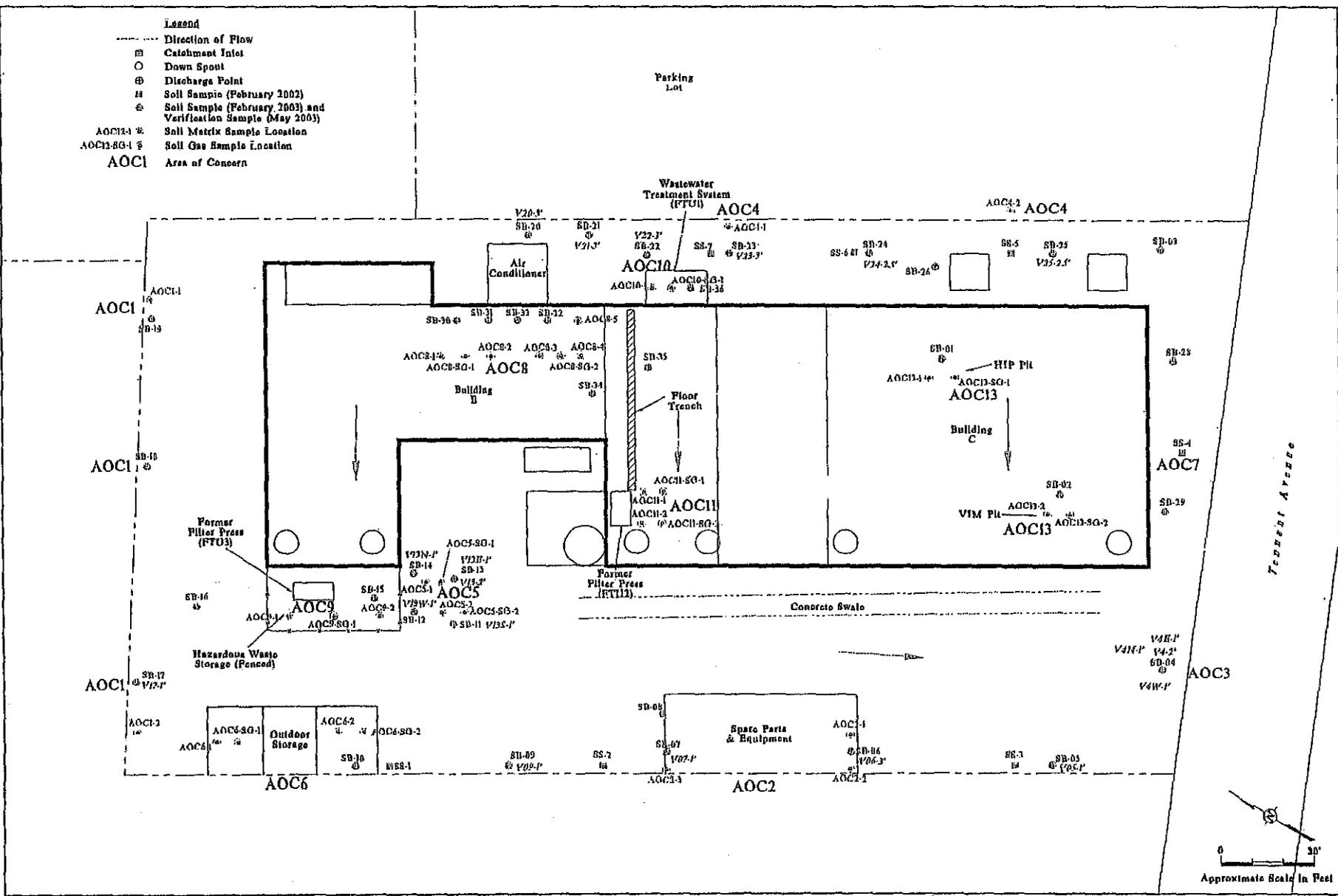
6  
HENRI MARTENS SUBD. NO. 2

LAWRENCE E. STONE — ASSESSOR  
Cadastral map for assessment purposes  
Compiled under R. & T. Code, Sec. 3  
Effective Roll Year 2008-2009

# **Covenant to Restrict Use of Property**

Exhibit B  
Capped Area of the Property  
235 Tennant Avenue  
Morgan Hill, California 95037

- Legend**
- Direction of Flow
  - ▣ Catchment Inlet
  - Down Spout
  - ⊕ Discharge Point
  - ⊕ Soil Sample (February 2002)
  - ⊕ Soil Sample (February 2003) and Verification Sample (May 2003)
  - ⊕ Soil Matrix Sample Location
  - ⊕ Soil Gas Sample Location
- AOC124 ⊕ Soil Matrix Sample Location  
AOC125 ⊕ Soil Gas Sample Location  
AOC1 Area of Concern



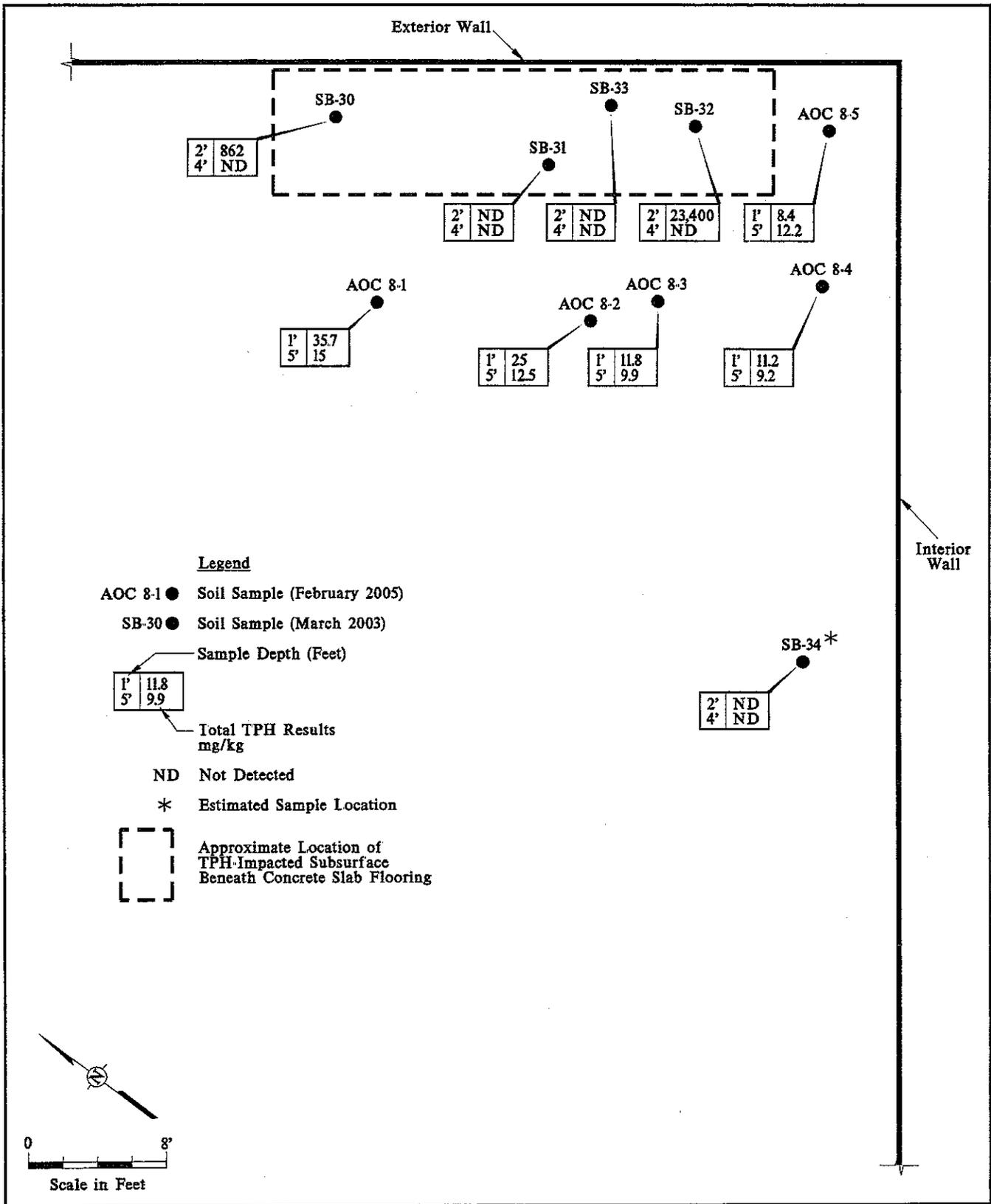
2182503.DWG

Tennant Avenue

Exhibit B1  
PEA Areas of Concern and Sample Locations  
Contraves, Inc.  
235 Tennant Avenue, Morgan Hill, California

ENVIRONMENTAL STRATEGIES CONSULTING LLC  
2025 GATEWAY PLACE SUITE 280  
SAN JOSE, CALIFORNIA 95110  
(408) 453-6100





**WSP**  
ENVIRONMENTAL STRATEGIES

2025 GATEWAY PLACE SUITE 435  
SAN JOSE, CALIFORNIA 95110  
(408) 453-6100

Exhibit B2  
AOC 8 Approximate Affected Area  
Contraves, Inc.  
235 Tennant Avenue, Morgan Hill, California  
21825016.DWG

## LAND USE COVENANT IMPLEMENTATION AND ENFORCEMENT PLAN

For the  
PROPERTY  
Located at  
235 TENNANT AVENUE  
MORGAN HILL, CALIFORNIA 95037

This is a covenant and agreement between the California Department of Toxic Substances Control ("DTSC"), for itself and its successor agencies of the State of California, and Thomas L Jackson and Anita E. Jackson as Trustees of the Jackson Family Trust (the "Trust"), and as owners, in trust, of property located at 235 Tennant Avenue, Morgan Hill, California 95037 (the "Property"), for themselves and future owners of the Property. The owners have recorded, in the county where the land is located, a Covenant to Restrict Use of Property dated January 29, 2008 (hereinafter referred to as the "Land Use Covenant") to carry out the limitations and controls selected by DTSC for the Property in accordance with California Code of Regulations, title 22, section 67391.1. The Land Use Covenant shall be implemented and enforced in accordance with this Land Use Covenant Implementation and Enforcement Plan ("LUC I&E Plan"):

1. Prior to any sale of the Property by its present or future owners, the owners shall provide a copy of the Land Use Covenant to any buyer of the Property from the owners and otherwise comply with all requirements of the Land Use Covenant pertaining to conveyance of the Property. The Land Use Covenant, by its terms, runs with the land and is binding upon the present owners and all successive owners and occupants of the Property.
2. The owners of the Property shall inspect the Property annually in January to verify continued compliance with the Land Use Covenant and shall report in writing on the inspection, including but not limited to a certification of continued compliance or a detailed description of instances of non-compliance, to DTSC within sixty (60) days following the inspection. DTSC may inspect the Property annually for compliance with the Land Use Covenant. Any violation of the Land Use Covenant will be grounds for DTSC to take enforcement action in accordance with applicable law.
3. Pursuant to the California Code of Regulations, title 22, section 67391.1, subdivision (h), the owners shall reimburse DTSC for all costs it incurs, if any, associated with the administration of this LUC I&E Plan, including but not limited to the costs associated with the annual inspections described in Paragraph 2. An estimate of DTSC's annual costs is attached as Exhibit A showing the amount of \$64,620.00 for thirty years. It is understood by the parties that this amount is only an estimate of the costs that may be incurred by DTSC for the activities shown in Exhibit A, and it may differ from the actual costs incurred by DTSC in overseeing

these activities or in implementing this LUC I&E Plan. DTSC will provide owners with a billing statement for costs incurred by DTSC in the preceding quarter, if any, as required by Health and Safety Code section 25269.6(a), which will include the name(s) of the employee(s), identification of the activities, the amount of time spent, and the hourly rate charged. DTSC will retain all cost records associated with the work performed under this LUC I&E Plan as required by State law. DTSC will make the documents that support DTSC's cost determination available for inspection upon request, as provided by the Public Records Act. Any dispute concerning DTSC's costs is subject to the Dispute Resolution provisions in the September 13, 2004 Corrective Action Consent Agreement and the dispute resolution procedures as established pursuant to Health and Safety Code section 25269.2.

4. As provided in the Land Use Covenant, DTSC shall have reasonable right of entry and access to the property for inspection, monitoring and other activity consistent with the purposes of enforcing the Land Use Covenant as deemed necessary in order to protect public health and the environment.

**Department of Toxic Substances Control**

//original signed by//

\_\_\_\_\_  
Stephen W. Lavinger, Branch Chief  
Tiered Permitting Corrective Action Branch  
Date: 1/29/08

**The Jackson Family Trust**

//original signed by//

\_\_\_\_\_  
Thomas L. Jackson, Trustee  
Date: 11-20-07

//original signed by//

\_\_\_\_\_  
Anita E. Jackson, Trustee  
Date: 11-20-07

**Exhibit A**  
**Land Use Covenant Costs Estimate**  
**for Thomas L. Jackson and Anita E. Jackson Property**  
**235 Tennant Avenue**  
**Morgan Hill, California 95037**

Project Manager: Violeta Mislant

Task	Project Manager			Supervisor			Clerical			Industrial Hygienist			Total Costs Estimate	
	Hours to be Charged	Hourly Rate	30 years	Hours to be Charged	Hourly Rate	30 years	Hours to be Charged	Hourly Rate	30 years	Hours to be Charged	Hourly Rate	30 years		
1. Inspection	12	\$109.00	\$39,240.00								2	\$114.00	\$3,420.00	
2. Inspection Report	4	\$109.00	\$13,080.00	1	\$126.00	\$3,780.00	1	\$61.00	\$1,830.00					
3. Project Management	1	\$109.00	\$3,270.00											
<b>Total</b>			<b>\$55,590.00</b>			<b>\$3,780.00</b>			<b>\$1,830.00</b>				<b>\$3,420.00</b>	<b>\$64,620.00</b>

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California            )  
County of Santa Clara        )

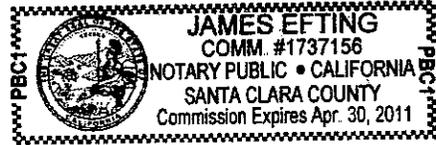
On January 18, 2008, before me, James Efting, a Notary Public, personally appeared Thomas L. Jackson and Anita E. Jackson, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

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

WITNESS my hand and official seal.

//original signed by//

Signature \_\_\_\_\_



State of California )

County of Orange )

On January 29, 2008 before me, Deborah R. Saito Notary Public, personally appeared Stephen W. Lavinger, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

//original signed by//

\_\_\_\_\_  
Signature of Notary Public

(Seal)

