

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

IN THE MATTER OF:)	Docket SRPD 03/04 SCC-4312 A1
)	
)	FIRST AMENDMENT TO
Contraves, Inc.)	
(Formerly Unaxis Materials, Inc.))	
16035 Vineyard Boulevard)	CORRECTIVE ACTION
Morgan Hill, California 95037)	CONSENT AGREEMENT
EPA ID Number CAD981665532)	
)	
Respondent.)	Health and Safety Code
)	Sections 25187 and 25200.14
)	

Effective September 13, 2004, the Department of Toxic Substances Control (DTSC) and Unaxis Materials, Inc. entered into a Corrective Action Consent Agreement Docket Number SRPD 03/04 SCC-4312 (Consent Agreement) with regard to the former Unaxis Materials, Inc. facility located at 16035 Vineyard Boulevard, Morgan Hill California, 95037 (Facility). A true copy of that Consent Agreement is attached to this agreement and marked Exhibit A. DTSC and Contraves, Inc., successor by merger to Unaxis Materials, Inc. (Respondent) hereby enter into this First Amendment to Consent Agreement (First Amendment) and agree as follows:

1. On July 8, 2003, Unaxis Materials USA, Inc, (also known as Unaxis Materials, Inc.) merged with Contraves, Inc. a Pennsylvania Corporation. The name of the surviving corporation from the merger is Contraves, Inc.

1.1. On February 15, 2005. Contraves, Inc. notified DTSC of the merger and change in the Respondent's name to Contraves, Inc.

2. In October 2005, Contraves Inc. submitted to DTSC the Final Preliminary Endangerment Assessment Report (PEA Report) dated October 27, 2005. The PEA Report identified that the Facility was divided into two parcels, namely the Vineyard Parcel which includes Building A, and the Tennant Avenue Parcel which includes Buildings B and C. The PEA Report identified the following:

2.1. On April 4, 2005, the Vineyard Parcel was sold to 16035 Vineyard Boulevard, LLC located at 18635 Castle Lake Drive, Morgan Hill, California 95037. The Vineyard Parcel retained the 16035 Vineyard Boulevard address.

2.2. The Tennant Avenue Parcel was sold on May 27, 2005 to Thomas L. Jackson and Anita Jackson, as trustees for the Jackson Family Trust located at 22486 Cupertino Road, Cupertino, California 95014, who are the current owners (Owners), in trust, of the Tennant Avenue Parcel. The Tennant Avenue Parcel address is 235 Tenant Avenue, Morgan Hill, California 95037.

2.3. The Respondent's consultant, WSP Environmental Strategies LLC formerly known as Environmental Strategies Consulting LLC), of San Jose, investigated 13 areas of concern ("AOCs") at the two parcels, one on the Vineyard Parcel and 12 on the Tennant Avenue Parcel, under the oversight of DTSC. One of those 12 AOCs on the Tennant Avenue Parcel, AOC 8, is the only affected portion of the two parcels where the identified hazardous waste constituents are located 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 AOC 8 is more particularly illustrated in Exhibit "B," attached to this First Amendment and incorporated by this reference. Total Petroleum Hydrocarbon (TPH) with a maximum concentration of 23,400 mg/kg was detected in soil collected in AOC 8 on the Tennant Avenue Parcel. TPH exceeded the California Regional Water Quality Control Board's residential environmental screening levels (ESLs) of 100 to 500 mg/kg and is a potentially significant environmental constituent of concern.

3. On June 13, 2006, the Respondent notified DTSC of its decision to pursue a deed restriction for AOC 8 on the Tennant Avenue Parcel.

4. During a telephone conference held on July 17, 2006, Respondent, Thomas L. Jackson, and DTSC, agreed for DTSC to proceed in preparing a Covenant to Restrict Use of Property.

5. Section 23, entitled LAND USE COVENANT is added to the Consent Agreement to state:

"23. A Land Use Covenant is required as the selected corrective measure for AOC 8 at the Facility. Respondent shall arrange for the Owners of the Tennant Avenue Parcel, to enter into a Land Use Covenant with DTSC as required by California Code of Regulations, title 22, section 67391.1, in the form which is attached to the First Amendment to Consent Agreement (First Amendment) as Exhibit C. Respondent shall arrange for the Owners of the Tennant Avenue Parcel to record the fully executed Land Use Covenant with the Santa Clara County Recorder's Office within 90 days of the effective date of the First Amendment. Respondent shall arrange for the Owners of the Tennant Avenue Parcel to submit to DTSC a copy of the Land Use Covenant showing that it has been filed for recording with the Santa Clara County Recorder's Office."

6. Section 24, entitled IMPLEMENTATION AND ENFORCEMENT PLAN is added to the Consent Agreement to state:

"24.1. Respondent shall arrange for the Owners of the Tennant Avenue Parcel to execute and comply with the Implementation and Enforcement Plan as approved and executed by DTSC. A copy of the Implementation and Enforcement Plan, in the form which is to be executed, is attached to the First Amendment as Exhibit D.

"24.2. In accordance with the California Code of Regulations, title 22, section 67391.1(h), Respondents hereby agree to, and shall arrange for the Owners of the Tennant Avenue Parcel to agree to, reimburse DTSC for all DTSC's costs incurred, if any, in overseeing performance of the Land Use Covenant Implementation and Enforcement Plan (LUC I&E Plan Costs) in accordance with the terms of this Section 24. The estimated LUC I&E Plan Costs to be incurred by DTSC over the next 30 years are \$64,620, as set forth in Exhibit E attached to the First Amendment and in Exhibit A to the LUC I&E Plan. It is understood by the parties that the amounts shown in Exhibits E and A are only estimates, and the actual amount of the LUC I&E Plan Costs incurred by DTSC, if any, pursuant to the LUC I&E Plan may differ.

"24.3. Respondent shall make a payment in advance to DTSC in the amount of \$21,540 within 30 days of the effective date of the First Amendment. This payment in advance shall be in discharge of the Respondent's entire obligation, and also shall be credited toward the obligations of the Owners of the Tennant Avenue Parcel and their successors as Owners of the Tennant Avenue Parcel, to reimburse DTSC for all DTSC's LUC I&E Plan Costs. If at any time the LUC is terminated, so that as a result DTSC will incur no further LUC I&E Plan Costs, then, if at that time the advance payment exceeds the LUC Plan Costs that DTSC has incurred, DTSC will refund the balance to the Respondent.

"24.4. DTSC and Respondent shall otherwise be bound by sections 20.4, 20.5, 20.6 and 20.7 of this Consent Agreement, as to the LUC I&E Plan Costs."

7. Section 20.1 of the Consent Agreement is amended to state:

"Respondents shall pay DTSC's costs incurred in the implementation of the Consent Agreement. Such costs shall include DTSC's costs incurred in the preparation and implementation of the Consent Agreement but shall not include any LUC I&E Plan Costs. LUC I&E Plan Costs shall be paid as set forth in Section 24 of the Consent Agreement, as added by the First Amendment."

8. Section 22, TERMINATION AND SATISFACTION, of the Consent Agreement is amended to state:

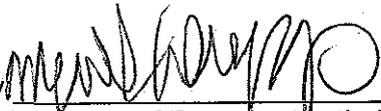
“Except for Respondent’s continuing obligations under sections 14.1, 14.2, 14.3, 20.7, 24.1, 24.2, 24.3 and 24.4 of this Consent Agreement, the provisions of this Consent Agreement obligating Respondent, existing prior to the Respondent’s obligations under the First Amendment, shall be deemed satisfied upon the execution by both parties of an Acknowledgment of Satisfaction (Acknowledgment).”

9. Section 23, EFFECTIVE DATE, is renumbered as Section 25 of this Consent Agreement.

10. Section 24, SIGNATORIES, is renumbered as Section 26 of this Consent Agreement.

11. Except as amended by this First Amendment, the provisions of the Consent Agreement and the First Amendment shall remain in full force and effect. This First Amendment shall take effect upon the date when this First Amendment is executed by both parties.

DATE: 10/24/07

By: 
Signature of Respondent’s Representative

Merrill TRVRS, CEO/Secretary
Printed Name and Title of Representative
Contraves, Inc.

DATE: 11/6/07

By: 
Stephen W. Lavinger, Chief
Tiered Permitting Corrective Action Branch
Department of Toxic Substances Control

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

IN THE MATTER OF:)	Docket SRPD 03/04 SCC-4312
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Respondent.)	
)	Health and Safety Code
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INTRODUCTION

1. The Department of Toxic Substances Control (DTSC) and Unaxis Materials, Inc. (Respondent) enter into this Corrective Action Consent Agreement (Consent Agreement) and agree as follows:

1.1. Jurisdiction exists pursuant to Health and Safety Code section 25187 and 25200.14, which authorize DTSC to issue an order to require corrective action when DTSC determines that there is or may be a release of hazardous waste or hazardous waste constituents into the environment from a hazardous waste facility.

1.2. The parties enter into this Consent Agreement to avoid the expense of litigation and to carry out promptly the corrective action described below.

1.3. Respondent is the owner of a hazardous waste facility located at 16035 Vineyard Boulevard, Morgan Hill California 95037 (Facility)

1.4. Respondent engaged in the management of hazardous waste pursuant to Permit By Rule issued by DTSC on August 25, 1993. Respondent's authorization to operate the Facility as a hazardous waste facility ended on September 12, 2003.

1.5. The terms used in this Consent Agreement are as defined in the California Code of Regulations, title 22, section 66260.10, except as otherwise provided.

1.6. Respondent agrees to implement all DTSC approved workplans and to undertake all actions required by the terms and conditions of this Consent Agreement, including any portions of this Consent Agreement incorporated by reference.

1.7. Respondent waives any right to request a hearing on this Consent Agreement pursuant to Health and Safety Code section 25187.

FINDINGS OF FACT

2.1. On December 16, 1996, Respondent submitted a Phase I Environmental Assessment Checklist pursuant to Health and Safety Code section 25200.14.

2.1.1. On September 12, 2003, the County of Santa Clara Certified Unified Program Agency referred to DTSC the corrective action oversight required at the site due to elevated levels of chromium, cobalt, thallium, indium and total petroleum hydrocarbons found at the site during closure of the facility.

2.1.2. On November 25, 2003, DTSC conducted an inspection at the site and observed areas outside the building where soil excavations were conducted and replaced with new soil at the Facility.

2.2. Based on the information available to DTSC, DTSC has identified the following solid waste management units (SWMUs) and/or areas of concern (AOCs) that either have released or may release hazardous waste or hazardous waste constituents into the environment:

- AOC #1, Area A, Landscaping Area north side of Building B (including Sampling locations SB-18 and SB-19)
- AOC #2, Area B, Spare Parts and Equipment
- AOC #3, Area C, Catch basin on the driveway west side of Building C, including SB-04
- AOC #4, Area D, Landscaping and Driveway east side of Building B and Building C (including sampling locations SB-26, SS-5, SS-6 and SS-7)
- AOC#5, Area E, Pavement under and surrounding FTU #3 (including sampling locations SB-11, SB-12, SB-14 and SB-15)
- AOC#6, Outdoor Storage Area (including Sampling locations SB-10 and SS-1)
- AOC #7, Landscaping south side of Building C (including Sampling locations SB-28, SB-29 and SS-4)
- AOC #8, Floor penetrations for equipment grounding rods located in Building B (including sampling locations SB-30, SB-31, SB-32, SB-33 and SB-34)
- AOC #9, Hazardous Waste Storage Area
- AOC #10, Former location of FTU #1
- AOC #11, Former location of FTU #2
- AOC #12, Rolling Mill Room
- AOC #13, Equipment Pit Sumps (including sampling locations SB-01 and SB-02)

2.3. The hazardous waste and hazardous waste constituents of concern at the Facility are metals, corrosives, volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs) and petroleum hydrocarbon.

2.4. Hazardous wastes or hazardous waste constituents have migrated or may migrate from the Facility into the environment through the following pathways: groundwater, airborne dusts, and surface water runoff.

2.5. The Facility is located approximately ¾ mile from Little Llagas Creek, a seasonal stream. The riparian corridor of the Little Llagas Creek is the only fragile environment located within a mile from the Facility. There are no drinking water wells located within a mile of the Facility. There are several residences located adjacent west of the Facility. The aquifer beneath the site lies approximately 50 to 100 feet beneath the site.

2.6. Releases from the Facility have migrated into the soil, and may have migrated to groundwater. The contaminated soil on the Facility has a potential to become airborne and affect nearby residents. Workers at the Facility may become exposed to the contaminated soil on site during work related activities, including development and construction activities.

PROJECT COORDINATOR

3. Within 14 days of the effective date of this Consent Agreement, DTSC and Respondent shall each designate a Project Coordinator and shall notify each other in writing of the Project Coordinator selected. Each Project Coordinator shall be responsible for overseeing the implementation of this Consent Agreement and for designating a person to act in his/her absence. All communications between Respondent and DTSC, and all documents, report approvals, and other correspondence concerning the activities performed pursuant to this Consent Agreement shall be directed through the Project Coordinators. Each party may change its Project Coordinator with at least seven days prior written notice.

WORK TO BE PERFORMED

4. Respondent agrees to perform the work required by this Consent Agreement in accordance with the applicable state and federal laws, their implementing regulations, and the applicable DTSC and the United States Environmental Protection Agency guidance documents.

PRELIMINARY ENDANGERMENT ASSESSMENT

5. Respondent shall conduct a Preliminary Endangerment Assessment (PEA) for the entire Facility, and if necessary, further investigation and remediation of any release of hazardous waste or hazardous waste constituents at or

from the Facility. Within 30 days of the effective date of this Consent Agreement, Respondent shall submit to DTSC a PEA Workplan and an implementation schedule for approval. Respondent shall implement the DTSC-approved PEA Workplan and schedule. Within 60 days upon completion of the PEA activities, Respondent shall submit to DTSC a Final PEA Report for approval. Respondent shall conduct the PEA in accordance with the Preliminary Endangerment Assessment Guidance Manual (State of California Environmental Protection Agency, Department of Toxic Substances Control, June 1999.)

ADDITIONAL WORK

6. If DTSC determines that further investigation and remediation are necessary at the Facility, DTSC and Respondent will negotiate another consent agreement or amend this Consent Agreement to address the additional work. If another consent agreement or an amendment is not reached within 60 days, DTSC reserves its right to issue an order or take any other action provided for by law. DTSC's costs incurred in negotiating the subsequent consent agreement or the amendment are considered costs incurred pursuant to this Consent Agreement and are payable under this Consent Agreement.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

7. DTSC must comply with the California Environmental Quality Act (CEQA) insofar as activities required by this Consent Agreement are projects subject to CEQA. Respondent shall provide all information necessary to facilitate any CEQA analysis. DTSC will make an initial determination regarding the applicability of CEQA. If the activities are not exempt from CEQA, DTSC will conduct an Initial Study. Based on the results of the Initial Study, DTSC will determine if a Negative Declaration or an Environmental Impact Report (EIR) should be prepared. DTSC will prepare and process any such Negative Declaration. However, should DTSC determine that an EIR is necessary such an EIR would be prepared under a separate agreement between DTSC and Respondent.

DTSC APPROVAL

8.1. Respondent shall revise any workplan, report, specification, or schedule in accordance with DTSC's written comments. Respondent shall submit to DTSC any revised documents by the due date specified by DTSC. Revised submittals are subject to DTSC's approval or disapproval.

8.2. Upon receipt of DTSC's written approval, Respondent shall commence work and implement any approved workplan in accordance with the schedule and provisions contained therein.

8.3. Any DTSC-approved workplan, report, specification, or schedule required under this Consent Agreement shall be deemed incorporated into this Consent Agreement.

8.4. Verbal advice, suggestions, or comments given by DTSC representatives will not constitute an official approval or decision.

SUBMITTALS

9.1. Beginning with the first full month following the effective date of this Consent Agreement, Respondent shall provide DTSC with bi-monthly progress reports of corrective action activities conducted pursuant to this Consent Agreement. Progress reports are due on the tenth day of the first month following the close of each reporting period. The progress reports shall conform to the Scope of Work for Progress Reports contained in Attachment 1. DTSC may adjust the frequency of progress reporting to be consistent with site-specific activities.

9.2. Any report or other document submitted by Respondent pursuant to this Consent Agreement shall be signed and certified by the project coordinator, a responsible corporate officer, or a duly authorized representative.

9.3. The certification required by paragraph 9.2 above, shall be in the following form:

I certify that the information contained in or accompanying this submittal is true, accurate, and complete. As to those portions of this submittal for which I cannot personally verify the accuracy, I certify that this submittal and all attachments were prepared at my direction in accordance with procedures designed to assure that qualified personnel properly gathered and evaluated the information submitted.

Signature: _____

Name: _____

Title: _____

Date: _____

9.4. Respondent shall provide three copies of all documents, including but not limited to, workplans, reports, and correspondence. Submittals specifically exempted from this copy requirement are all progress reports and correspondence of less than 15 pages, of which one copy is required.

9.5. Unless otherwise specified, all reports, correspondence, approvals, disapprovals, notices, or other submissions relating to this Consent Agreement shall be in writing and shall be sent to the current Project Coordinators.

PROPOSED CONTRACTOR/CONSULTANT

10. All work performed pursuant to this Consent Agreement shall be under the direction and supervision of a professional engineer or registered geologist, registered in California, with expertise in hazardous waste site cleanup. Respondent's contractor or consultant shall have the technical expertise sufficient to fulfill his or her responsibilities. Within 14 days of the effective date of this Consent Agreement, Respondent shall notify DTSC Project Coordinator in writing of the name, title, and qualifications of the professional engineer or registered geologist and of any contractors or consultants and their personnel to be used in carrying out the terms of this Consent Agreement.

QUALITY ASSURANCE

11.1. All sampling and analyses performed by Respondent under this Consent Agreement shall follow applicable DTSC and USEPA guidance for sampling and analysis. Workplans shall contain quality assurance/quality control and chain of custody procedures for all sampling, monitoring, and analytical activities. Any deviations from the approved workplans must be approved by DTSC prior to implementation, must be documented, including reasons for the deviations, and must be reported in the applicable report.

11.2. The names, addresses, and telephone numbers of the California State certified analytical laboratories Respondent proposes to use must be specified in the applicable workplans.

SAMPLING AND DATA/DOCUMENT AVAILABILITY

12.1. Respondent shall submit to DTSC upon request the results of all sampling and/or tests or other data generated by its employees, agents, consultants, or contractors pursuant to this Consent Agreement.

12.2. Respondent shall notify DTSC in writing at least seven days prior to beginning each separate phase of field work approved under any workplan required by this Consent Agreement. If Respondent believes it must commence emergency field activities without delay, Respondent may seek emergency telephone authorization from DTSC Project Coordinator or, if the Project Coordinator is unavailable, his/her Branch Chief, to commence such activities immediately.

12.3. At the request of DTSC, Respondent shall provide or allow DTSC or its authorized representative to take split or duplicate samples of all samples collected by

Respondent pursuant to this Consent Agreement. Similarly, at the request of Respondent, DTSC shall allow Respondent or its authorized representative to take split or duplicate samples of all samples collected by DTSC under this Consent Agreement.

ACCESS

13. Subject to the Facility's security and safety procedures, Respondent agrees to provide DTSC and its representatives access at all reasonable times to the Facility and any off-site property to which access is required for implementation of this Consent Agreement and shall permit such persons to inspect and copy all records, files, photographs, documents, including all sampling and monitoring data, that pertain to work undertaken pursuant to this Consent Agreement and that are within the possession or under the control of Respondent or its contractors or consultants.

RECORD PRESERVATION

14.1. Respondent shall retain, during the pendency of this Consent Agreement and for a minimum of six years after its termination, all data, records, and documents that relate in any way to the performance of this Consent Agreement or to hazardous waste management and/or disposal at the Facility. Respondent shall notify DTSC in writing 90 days prior to the destruction of any such records, and shall provide DTSC with the opportunity to take possession of any such records. Such written notification shall reference the effective date, caption, and docket number of this Consent Agreement and shall be addressed to:

Mr. Stephen W. Lavinger, Chief
Tiered Permitting Corrective Action Branch
Permitting and Corrective Action Division
Hazardous Waste Management Program
Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630

14.2. If Respondent retains or employs any agent, consultant, or contractor for the purpose of carrying out the terms of this Consent Agreement, Respondent will require any such agents, consultants, or contractors to provide Respondent a copy of all documents produced pursuant to this Consent Agreement.

14.3. All documents pertaining to this Consent Agreement shall be stored in a central location at the Facility, or at a location otherwise agreed to by the parties, to afford easy access by DTSC and its representatives.

DISPUTE RESOLUTION

15.1. The parties agree to use their best efforts to resolve all disputes informally. The parties agree that the procedures contained in this section are the sole administrative procedures for resolving disputes arising under this Consent Agreement. If Respondent fails to follow the procedures contained in this section, it shall have waived its right to further consideration of the disputed issue.

15.2. If Respondent disagrees with any written decision by DTSC pursuant to this Consent Agreement, Respondent's Project Coordinator shall orally notify DTSC's Project Coordinator of the dispute. The Project Coordinators shall attempt to resolve the dispute informally.

15.3. If the Project Coordinators cannot resolve the dispute informally, Respondent may pursue the matter formally by placing its objection in writing. Respondent's written objection must be forwarded to Chief, Tiered Permitting Corrective Action Branch, Permitting and Corrective Action Division, Hazardous Waste Management Program, Department of Toxic Substances Control, with a copy to DTSC's Project Coordinator. The written objection must be mailed to the Branch Chief within 14 days of Respondent's receipt of DTSC's written decision. Respondent's written objection must set forth the specific points of the dispute and the basis for Respondent's position.

15.4. DTSC and Respondent shall have 14 days from DTSC's receipt of Respondent's written objection to resolve the dispute through formal discussions. This period may be extended by DTSC for good cause. During such period, Respondent may meet or confer with DTSC to discuss the dispute.

15.5. After the formal discussion period, DTSC will provide Respondent with its written decision on the dispute. DTSC's written decision will reflect any agreements reached during the formal discussion period and be signed by the Branch Chief or his/her designee.

15.6. During the pendency of all dispute resolution procedures set forth above, the time periods for completion of work required under this Consent Agreement that are affected by such dispute shall be extended for a period of time not to exceed the actual time taken to resolve the dispute. The existence of a dispute shall not excuse, toll, or suspend any other compliance obligation or deadline required pursuant to this Consent Agreement.

RESERVATION OF RIGHTS

16.1. DTSC reserves all of its statutory and regulatory powers, authorities, rights, and remedies, which may pertain to Respondent's failure to comply with any of the requirements of this Consent Agreement. Respondent reserves all of its statutory

and regulatory rights, defenses and remedies, as they may arise under this Consent Agreement. This Consent Agreement shall not be construed as a covenant not to sue, release, waiver, or limitation on any powers, authorities, rights, or remedies, civil or criminal, that DTSC or Respondent may have under any laws, regulations or common law.

16.2. DTSC reserves the right to disapprove of work performed by Respondent pursuant to this Consent Agreement and to request that Respondent perform additional tasks.

16.3. DTSC reserves the right to perform any portion of the work consented to herein or any additional site characterization, feasibility study, and/or remedial actions it deems necessary to protect human health and/or the environment. DTSC may exercise its authority under any applicable state or federal law or regulation to undertake response actions at any time. DTSC reserves its right to seek reimbursement from Respondent for costs incurred by the State of California with respect to such actions. DTSC will notify Respondent in writing as soon as practicable regarding the decision to perform any work described in this section.

16.4. If DTSC determines that activities in compliance or noncompliance with this Consent Agreement have caused or may cause a release of hazardous waste and/or hazardous waste constituents, or a threat to human health and/or the environment, or that Respondent is not capable of undertaking any of the work required, DTSC may order Respondent to stop further implementation of this Consent Agreement for such period of time as DTSC determines may be needed to abate any such release or threat and/or to undertake any action which DTSC determines is necessary to abate such release or threat. The deadlines for any actions required of Respondent under this Consent Agreement affected by the order to stop work shall be extended to take into account DTSC's actions.

16.5. This Consent Agreement is not intended to be nor shall it be construed to be a permit. This Consent Agreement is not a substitute for, and does not preclude DTSC from requiring, any hazardous waste facility permit, post closure permit, closure plan or post closure plan. The parties acknowledge and agree that DTSC's approval of any workplan, plan, and/or specification does not constitute a warranty or representation that the workplans, plans, and/or specifications will achieve the required cleanup or performance standards. Compliance by Respondent with the terms of this Consent Agreement shall not relieve Respondent of its obligations to comply with the Health and Safety Code or any other applicable local, state, or federal law or regulation.

16.6. In the event any subsequent order is issued by DTSC to Respondent after the date of this Consent Agreement, Respondent reserves its right to review of that subsequent order under Health and Safety Code section 25187, except that such reservation may be superceded by later agreement or by operation of law. Nothing in this Consent Agreement shall limit Respondent's right to seek review of a decision

made pursuant to Health and Safety Code section 25269.2 under Government Code section 11523.

OTHER CLAIMS

17. Except as provided in this Consent Agreement, nothing in this Consent Agreement shall constitute or be construed as a release by DTSC or Respondent from any claim, cause of action, or demand in law or equity against any person, firm, partnership, or corporation for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous constituents, hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken or migrating from the Facility.

COMPLIANCE WITH WASTE DISCHARGE REQUIREMENTS

18. Respondent shall comply with all applicable waste discharge requirements issued by the State Water Resources Control Board or a California regional water quality control board.

OTHER APPLICABLE LAWS

19. All actions required by this Consent Agreement shall be conducted in accordance with the requirements of all local, state, and federal laws and regulations. Respondent shall obtain or cause its representatives to obtain all permits and approvals necessary under such laws and regulations.

REIMBURSEMENT OF DTSC'S COSTS

20.1. Respondent shall pay DTSC's costs incurred in the implementation of this Consent Agreement.

20.2. An estimate of DTSC's costs is attached as Exhibit A showing the amount of \$25,874.00. It is understood by the parties that this amount is only a cost estimate for the activities shown on Exhibit A and it may differ from the actual costs incurred by DTSC in overseeing these activities or in implementing this Consent Agreement. DTSC will provide additional cost estimates to Respondent as the work progresses under the Consent Agreement.

20.3. Respondent shall make an advance payment to DTSC in the amount of \$12,937.00 within 30 days of the effective date of this Consent Agreement. If the advance payment exceeds DTSC's costs, DTSC will refund the balance within 120 days after the execution of the Acknowledgment of Satisfaction pursuant to Section 22 of this Consent Agreement.

20.4. DTSC will provide Respondent with a billing statement at least quarterly, which will include the name(s) of the employee(s), identification of the activities, the amount of time spent on each activity, and the hourly rate charged. If Respondent does not pay an invoice within 60 days of the date of the billing statement, the amount is subject to interest as provided by Health and Safety Code section 25360.1.

20.5. DTSC will retain all costs records associated with the work performed under this Consent Agreement as required by state law. DTSC will make all documents that support the DTSC's cost determination available for inspection upon request, as provided by the Public Records Act.

20.6. Any dispute concerning DTSC's costs incurred pursuant to this Consent Agreement is subject to the Dispute Resolution provision of this Consent Agreement and the dispute resolution procedures as established pursuant to Health and Safety Code section 25269.2. DTSC reserves its right to recover unpaid costs under applicable state and federal laws, and Respondent reserves its right to defend itself from recovery of unreasonable costs under applicable state and federal laws. Costs shall be unreasonable if they are outside the scope of this Consent Agreement, or if they are outside the scope of DTSC's discretion in that they are arbitrary and capricious.

20.7. All payments shall be made within 30 days of the date of the billing statement by check payable to the Department of Toxic Substances Control and shall be sent to:

Accounting Unit
Department of Toxic Substances Control
P. O. Box 806
Sacramento, California 95812-0806

All checks shall reference the name of the Facility, the Respondent's name and address, and the docket number of this Consent Agreement. Copies of all checks and letters transmitting such checks shall be sent simultaneously to DTSC's Project Coordinator.

MODIFICATION

21.1. This Consent Agreement may be modified by mutual agreement of the parties. Any agreed modification shall be in writing, shall be signed by both parties, shall have as its effective date the date on which it is signed by all the parties, and shall be deemed incorporated into this Consent Agreement.

21.2. Any requests for revision of an approved workplan requirement must be in writing. Such requests must be timely and provide justification for any proposed workplan revision. DTSC has no obligation to approve such requests, but if it does so,

such approval will be in writing and signed by the Chief, Tiered permitting Corrective Action Branch, Permitting and Corrective Action Division, Hazardous Waste Management Program, Department of Toxic Substances Control, or his or her designee. Any approved workplan revision shall be incorporated by reference into this Consent Agreement.

TERMINATION AND SATISFACTION

22. The provisions of this Consent Agreement shall be deemed satisfied upon the execution by both parties of an Acknowledgment of Satisfaction (Acknowledgment). DTSC will prepare the Acknowledgment for Respondent's signature. The Acknowledgment will specify that Respondent has demonstrated to the satisfaction of DTSC that the terms of this Consent Agreement including payment of DTSC's costs have been satisfactorily completed. The Acknowledgment will affirm Respondent's continuing obligation to preserve all records after the rest of the Consent Agreement is satisfactorily completed.

EFFECTIVE DATE

23. The effective date of this Consent Agreement shall be the date on which this Consent Agreement is signed by all the parties. Except as otherwise specified, "days" means calendar days.

SIGNATORIES

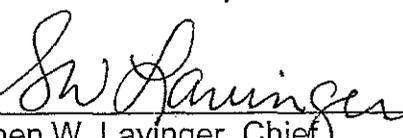
24. Each undersigned representative certifies that he or she is fully authorized to enter into this Consent Agreement.

DATE: 9/7/04

BY: 
Signature of Respondent's Representative

Merrill Dangas CFO/secretary
Printed Name and Title of Representative
Unaxis Materials Corporation

DATE: 9/13/04

BY: 
Stephen W. Lavinger, Chief
Tiered Permitting Corrective Action Branch
Department of Toxic Substances Control

**Exhibit A
 Cost Estimate
 Unaxis Materials, Inc.
 16035 Vineyard Boulevard
 Morgan Hill, California 95037
 EPA ID Number CAD981665532**

	Legal Review	WP Review	WP Implementation	Report Review	Health & Safety	Risk Assessment	Community Assessment	Total Hours	Rate/Hour	Estimated Cost
Project Manager		24	12	24	4	12	16	92	\$100.00	\$9,200.00
Supervisor		2	12	2	1	2	2	21	\$115.00	\$2,415.00
Geologist		24	12	24				60	\$116.00	\$6,960.00
Public Participation Specialist							10	10	\$94.00	\$940.00
Toxicologist						24		24	\$136.00	\$3,264.00
Industrial Hygienist					15			15	\$105.00	\$1,575.00
Word Process Technician		2		2		2	2	8	\$52.00	\$416.00
Legal Counsel	8							8	\$138.00	\$1,104.00
Total		52	36	52	20	40	30	238		\$25,874.00

Note: The estimate shown above may differ from the actual costs incurred by DTSC in implementing the above activities and does not represent the total costs in overseeing all activities required at the facility under the Corrective Action Consent Agreement. DTSC will provide additional cost estimates for the subsequent phases of work, if required, as the work progresses.

Exhibit B

AOC 8

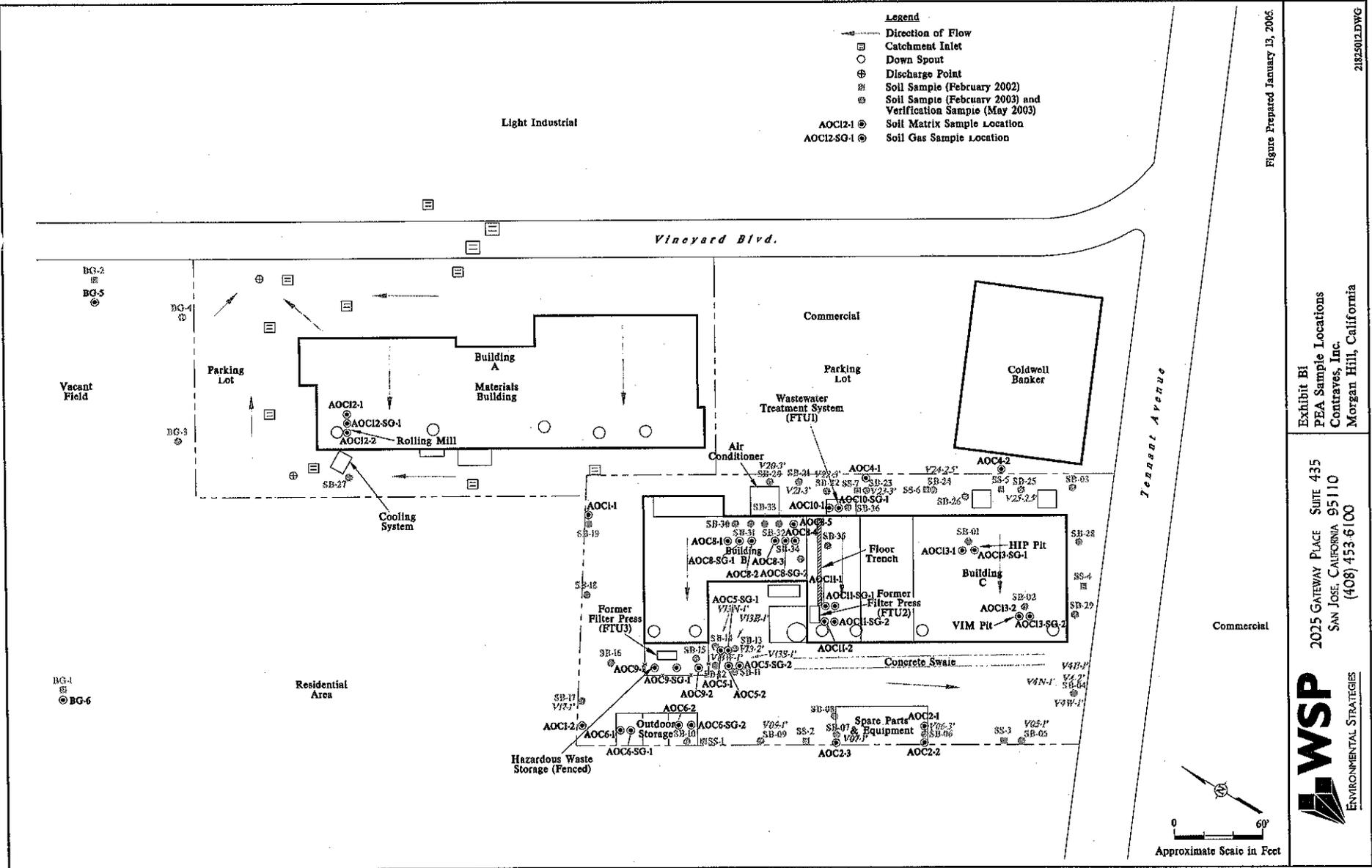
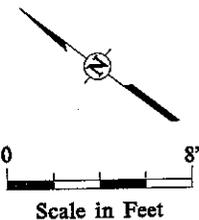
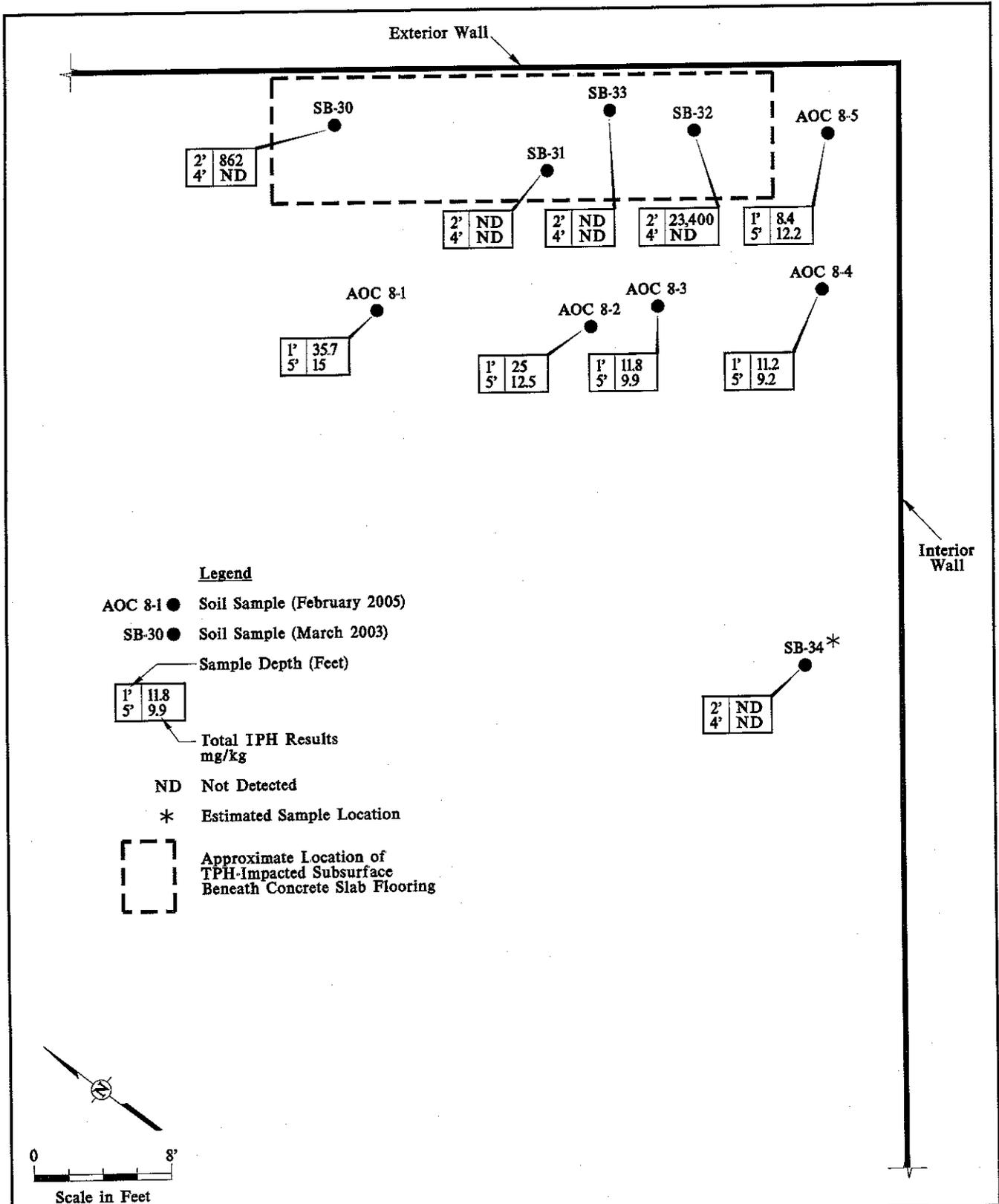


Exhibit B1
PEA Sample Locations
Contraves, Inc.
Morgan Hill, California

2025 GATEWAY PLACE SUITE 435
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

Exhibit C

Covenant to Restrict Use of Property

RECORDING REQUESTED BY:

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

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 (including 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: _____
Thomas L. Jackson
Title: Trustee, Jackson Family Trust

Date: _____

By: _____
Anita E. Jackson
Title: Trustee, Jackson Family Trust

Date: _____

Department of Toxic Substances Control

By: _____
Stephen W. Lavinger
Title: Chief, Tiered Permitting Corrective Action Branch

Date: _____

Exhibit D

**Land Use Covenant
Implementation and Enforcement Plan**

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 _____, 2007 (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

Stephen W. Lavinger, Branch Chief
Tiered Permitting Corrective Action Branch
Date: _____

The Jackson Family Trust

Thomas L Jackson, Trustee
Date: _____

Anita E. Jackson, Trustee
Date: _____

Exhibit E
Costs Estimate

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

Project Manager: Violeta Misleng

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										
Total			\$55,590.00			\$3,780.00			\$1,830.00			\$3,420.00	\$64,620.00