



**CITY OF UKIAH AND UKIAH REDEVELOPMENT AGENCY
AGENDA SUMMARY REPORT**

SUBJECT: DISCUSSION AND RECOMMENDED APPROVAL OF THE ACQUISITION OF REAL PROPERTY IN THE REDWOOD BUSINESS PARK/AIRPORT INDUSTRIAL PARK; AUTHORIZATION FOR THE CITY MANAGER/EXECUTIVE DIRECTOR TO EXECUTE ALL OF THE NECESSARY PURCHASE AND OPTION AGREEMENTS; AND APPROVAL OF CORRESPONDING BUDGET AMENDMENT IN THE AMOUNT OF \$4,193,615 PLUS ALL ASSOCIATED COSTS FOR CLOSING.

SUMMARY: Staff has negotiated agreements with Redwood Business Park of Ukiah (“RBP”), two limited partnerships owned by Terrence Tallen and Anne Keshan (“TKH”), and Legacy Four-Ukiah (“Legacy”), a limited partnership which owns property adjacent to Ken Fowler Motors. Under the agreements, the Agency would acquire approximately 18 acres of land including the TKH Property on the east side of Airport Park Boulevard in the Airport Industrial Park and two parcels from Legacy adjacent to the north boundary of the TKH Property. In addition, RBP would write down the amount owed under the promissory notes it holds on the TKH Property, and the Agency would acquire a 3 year option to purchase from RBP another approximately 14.75 acres on the west side of Airport Park Blvd. across from the TKH Property.

Continued on Page 2

Recommended Action(s):

Ukiah City Council:

1. Approve the Assignment and Assumption Agreement with RBP and FYHRCO
2. Approve the Purchase Agreement with Legacy Four-Ukiah
3. Authorize the City Manager to execute all of the necessary agreements and purchase documents

Ukiah Redevelopment Agency:

1. Approve the Assignment and Assumption Agreement with RBP and FYHRCO
2. Approve the Option Agreement with RBP
3. Approve the Purchase Agreement with TKH
4. Approve the Purchase Agreement with Legacy Four-Ukiah
5. Approve a budget amendment in the amount \$4,193,615 plus all associated costs for closing
6. Authorize the Executive Director to execute all of the necessary agreements and purchase documents

Alternative Council Option(s): Do not approve and provide direction to staff.

Citizens advised: N/A

Requested by: URA Board of Directors

Prepared by: Sage Sangiacomo, Director of Community and General Services and Guy Mills, Project and Grant Administrator

Coordinated with: Jane Chambers, Executive Director and David Rapport, City Attorney

- Attachments:
1. Property Map
 2. Assignment and Assumption Agreement with RBP and FYHRCO
 3. Option Agreement with RBP
 4. Purchase Agreement with TKH
 5. Purchase Agreement with Legacy Four-Ukiah
 6. Project Evaluation Matrix

Approved: _____
Jane Chambers, City Manager/Executive Director

The cost of these agreements is summarized in the table labeled "Summary of Agreements" on p. 3, below.

For the reasons explained in more detail below, staff recommends approval of these agreements by the Ukiah Redevelopment Agency and the City Council, because these acquisitions will promote the redevelopment goals and strategies adopted by the City and the economic revitalization of the City.

BACKGROUND: The Ukiah Redevelopment Agency has powers, duties, and obligations to implement a program for redevelopment, rehabilitation, and revitalization. Over the past year, the Ukiah Redevelopment Agency (URA) has conducted a number of meetings to discuss and consider the Agency's current financial information, goals, and objectives. As a result of this work, the Agency is well positioned to consider and undertake specific projects.

A principle strategy of the Agency is that major redevelopment projects and activities should alleviate blighting conditions by promoting economic revitalization. This approach to redevelopment makes the most effective use of staff and financial resources, leverages outside funding sources, and stimulates revitalization to the fullest extent possible. The Agency has identified the Redwood Business Park/Airport Industrial Park Development as a priority opportunity site for economic revitalization.

Over forty acres of undeveloped and underutilized property exists in the Redwood Business Park/Airport Industrial Park Development. The property is easily accessible from US-101 and is primarily zoned and designated for retail/commercial development. In addition, much of the public infrastructure required for development currently exists. A number of large projects are operating within the Park, including Walmart, Friedman's Home Improvement, Michael's, Hampton Inn, Fairfield Suites, Staples, and Fowler Auto Center.

Build-out of the underutilized property represents an opportunity for economic growth and would help secure the economic vitality of the entire development. The continued success and growth of the Redwood Business Park/Airport Industrial Park Development is critical to the City's tax revenues and ability to provide governmental services including police, fire, streets, planning, and parks.

The URA has several unique tools to implement a variety of programs for the redevelopment, rehabilitation, and revitalization of blighted conditions and influences. Because of the long-term nature of redevelopment and the need to retain flexibility to respond to economic conditions, property owners, developer interests, and other opportunities as they arise, the Redevelopment and Implementation Plans for the URA define a basic framework within which specific projects can be identified to achieve solutions that will eliminate physical and economic blight. Some of the major elements of the goals identified in the two Plans related to property include:

- Plan, design, and develop properties which are stagnant or underutilized.
- Promote economic development opportunities and business retention/development.
- Eliminate blighting influences and impediments to land disposition and development in the Project Area, including, among others, small and irregular lots and incompatible and uneconomic land uses.
- Assemble land into parcels suitable for modern, integrated development.

Under California Redevelopment Law, acquisition and disposition of property are among the primary activities that may be undertaken by a redevelopment agency. Acquisition of land has long been a tool for redevelopment agencies to facilitate desired development and economic growth. Specifically, land assembly can serve to eliminate development barriers, including properties of inadequate size for proper usefulness and/or in multiple ownerships.

The Redevelopment Plan for the URA specifically authorizes the following actions related to property:

- The acquisition of certain real property;
- The management of any property acquired by and under the ownership and control of the Agency;
- The disposition of property for uses in accordance with the Plan;
- The redevelopment of land by private enterprise or public agencies for uses in accordance with the Plan; and
- The assembly of adequate sites for the development and construction of residential, commercial, and industrial facilities.

Discussion: In order to facilitate the development of underutilized properties within the Redwood Business Park/Airport Industrial Park Development, the Agency proposes to assemble approximately 18 acres of vacant land currently under multiple ownerships and divided among 12 legal parcels. In addition, the Agency proposes to purchase an option on an additional 14.75 acres of vacant property. Attachment #1 provides a detailed illustration of the properties.

The Agency desires to acquire the property for reasons including, but not limited to, the following:

- Potential expansion of retail offerings by the addition of a major anchor retail tenant
- Utilization of land at prime retail location within the redevelopment project area
- Catalyze surrounding development
- Increase employment and business opportunities
- Increase revenues to City and Agency
- Promote infill development
- Help facilitate a more integrated development of the Property

Under the direction of the Ukiah City Council/URA Board, the Agency has proactively pursued facilitating development in the Park since at least 2004. This ongoing effort has now culminated in the current proposal, negotiated at length with developers and landowners. Throughout the Agency's ongoing efforts over the past years, it became apparent that the assembly of the property would not be possible without the Agency's involvement. This was due to complex market factors affecting private landowners and the economy at-large. In addition, multiple ownerships made private proposals for land assembly financially unfeasible. As the result of this proposal, the Agency will be in the position to facilitate future build-out.

Assembly of the land required the drafting of a series of agreements to address conveyance of property, the release of existing notes, and easements. The following table provides a summary of the agreements.

Summary of Agreements	
Redwood Business Park (RBP) & FYHRCO Assignment and Assumption Agreement (Attachment #2)	
RBP Note Payoff and Accrued Interest for Lots G-1, G-2, & F-11	\$741,116
RBP Broker and Closing Costs	\$215,650
FYHRCO Note Payoff and Accrued Interest for Parcel 1	\$251,751
FYHRCO Broker and Closing Costs	\$73,350
Redwood Business Park Option Agreement (Attachment #3)	
Option Agreement to Purchase Lots H, G, and F6 (14.75 acres) at Fair Market Value (12% of Assessed Property Value)	\$250,120
Interest Payment (3 years)	\$382,733
Property Tax Payment (3 years)	\$72,273
Tallen and Keshan Holdings (TKH) Purchase Agreement (Attachment #4)	
Fee conveyance of Lots G-1, G-2, F-10, & F-11 (14 acres) and assumption of outstanding notes	\$1,500,000
Legacy Four-Ukiah Purchase Agreement (Attachment #5)	
Fee conveyance of Lots F8 and G3 (4.07 acres)	\$620,512
Access Easement/Private Road Improvements	\$86,110
Upfront Agency Investment (Before Resale of Property)	
	\$4,193,615

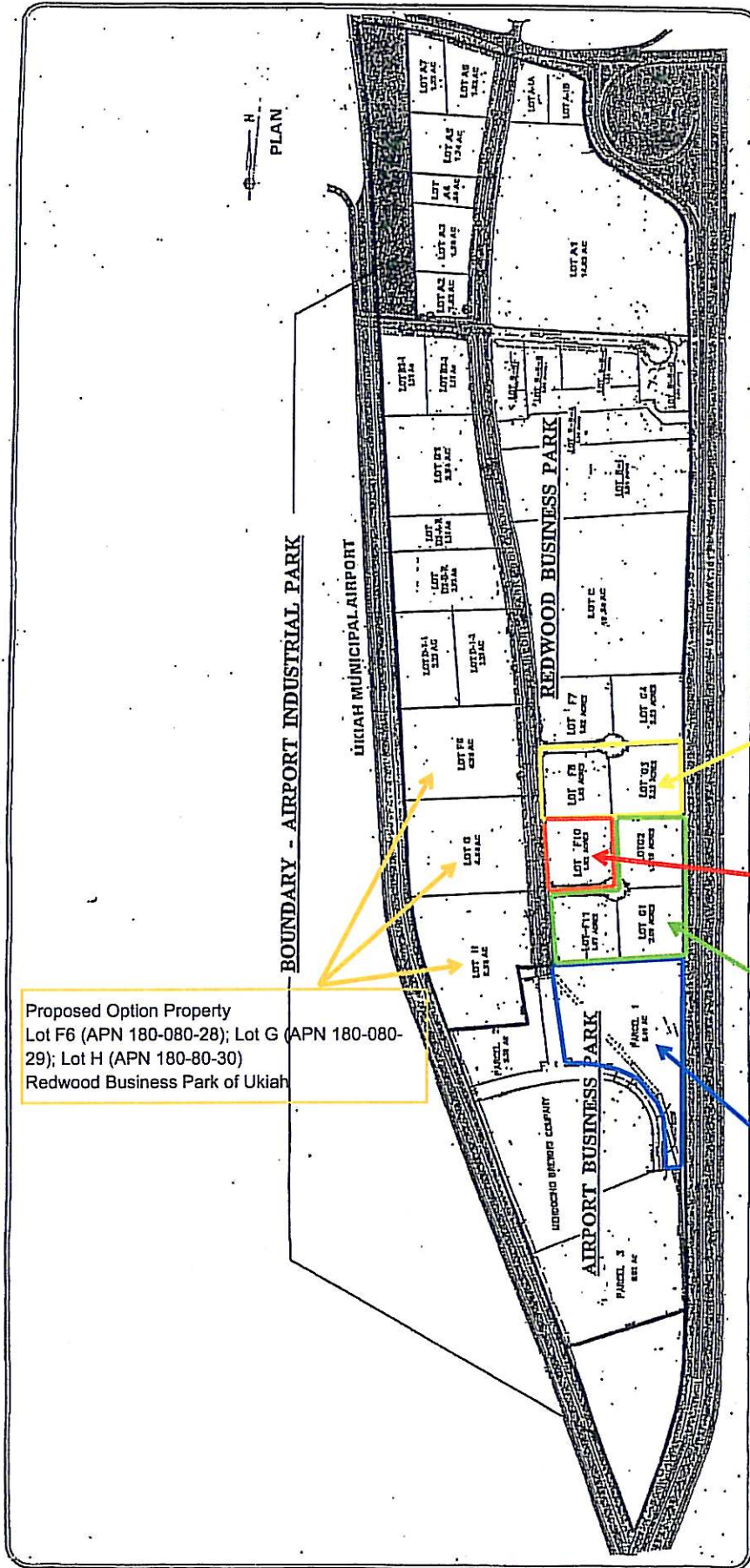
The Agency has developed a project evaluation matrix to assist with the decision making process to fund specific projects. The evaluation framework provides a mechanism for comparing projects against the Agency’s goals and strategic criteria. As part of the Agency’s project evaluation process, the land assembly project was applied to the evaluation matrix which is included as Attachment #6. Based on the identified criteria, the Redwood Business Park, if developed, could to a great degree fulfill the identified goals and promote economic revitalization with increased jobs, private investment and tax generation.

As demonstrated in the evaluation matrix, this investment could more than pay for itself in property taxes, as well as potentially generating significant sales tax revenues. In summary, the project has the potential to generate an estimated 240,000 square feet of retail/commercial space, equivalent to roughly \$33.8 million of incremental assessed value. At build-out, it is estimated that the new development has the potential to generate \$7.2 million to \$11.7 million of incremental property tax revenue over the life of the Agency and \$1.7 million of new sales tax revenue for the City annually. In addition, the Agency could expect to recover at least \$2.8 million of the initial investment from the resale of the property.

Fiscal Impact:

Budgeted FY 08/09
 New Appropriation
 Not Applicable
 Budget Amendment Required

<u>Amount Budgeted</u>	<u>Source of Funds (title and #)</u>	<u>Account Number</u>	<u>Addtl. Appropriation Requested</u>
\$0	RDA Project Reserves	TBD	\$4,193,615 plus closing costs



Proposed Option Property
Lot F6 (APN 180-080-28); Lot G (APN 180-080-29); Lot H (APN 180-80-30)
Redwood Business Park of Ukiah

Proposed Purchase
Lot F-8 (APN 180-080-62 & 63);
Lot G3 (APN 180-080-57)
Legacy Four-Ukiah

Proposed Purchase
Lot F10 (APN 180-080-64 & 65)
Tallen & Keshen Holdings

Proposed Purchase
Lot F11 (APN 180-080-66 & 67);
Lot G1 (APN 180-080-59);
Lot G2 (APN 180-80-58)
Tallen & Keshen Holdings with RBP Notes

Proposed Purchase
Parcel 1 (APN 180-110-8, 9, & 10)
Tallen & Keshen Holdings with FYHRCO Notes

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is entered on _____, 2009 ("the Effective Date"), in Ukiah, California, among Redwood Business Park of Ukiah ("RBP"), a California Limited Partnership and FYHRCO, Inc. ("FYHRCO"), a Nevada corporation, the Redevelopment Agency for the City of Ukiah, a public body, corporate and politic ("Agency"), and the City of Ukiah, a California municipal corporation ("City"). This Agreement shall become effective and binding on the Parties only upon the execution of this Agreement and the execution to the Option Agreement to Purchase Real Property between the Parties dated _____, 2009.

RECITALS

A. On November 15, 1989, by Ordinance No. 895, the City Council of the City of Ukiah adopted the Ukiah Redevelopment Plan (the "Redevelopment Plan"). The Agency is charged with the responsibility for implementing the Redevelopment Plan.

B. The Project Area for the Redevelopment Plan includes an area commonly referred to as the "Airport Industrial Park." RBP & FYHRCO previously sold certain parcels identified as Lots F-11, G-1, G-2 and Parcel 1 (collectively, the "Property") within the Airport Industrial Park to TKH COASTAL PROPERTY INVESTMENTS, LLC, a Florida limited liability company ("TKH"). Said Lots F-11, G-1, G-2 and Parcel 1 are described in Exhibit A, which is attached hereto and incorporated herein by reference. In connection with such sales, TKH executed certain promissory notes and deeds of trust, which are held by RBP and FYHRCO respectively, on said parcels as follows:

1. A promissory note from TKH to RBP, dated March 3, 2008, in the principal amount of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.) (the "RBP Note") for the purchase of Lots G-1, G-2, and F-11. A copy of the RBP Note is attached hereto and incorporated herein by reference as Exhibit B;

2. A promissory note from TKH to FYHRCO, dated March 3, 2008, in the principal amount of EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$850,000) (the "FYHRCO Note") for the purchase of Parcel 1. A copy of the FYHRCO Note is attached hereto and incorporated herein by reference as Exhibit C;

3. The RBP Note is secured by a deed of trust in favor of RBP as the beneficiary (the "RBP DOT"), recorded on March 3, 2008, in the Official Records of Mendocino County, as Document No. 2008-02858. A copy of the RBP DOT is attached hereto and incorporated herein by reference as Exhibit D; and,

4. The FYHRCO Note is secured by a deed of trust in favor of FYHRCO as the beneficiary (the "FYHRCO DOT"), recorded on March 3, 2008, in the Official Records of Mendocino County, as Document No. 2008-02853. A copy of the FYHRCO DOT is attached hereto and incorporated herein by reference as Exhibit E.

Collectively, items B. 1-4, above are referred to in this Agreement as the "Security Documents."

C. The Security Documents encumber that certain unimproved real property as follows:

1. The RBP DOT encumbers Lots G-1, G-2, and F-11, respectively, which are identified as such on Parcel Map # 97-07, which map is attached hereto and incorporated herein by reference as Exhibit F.

2. The FYHRCO DOT encumbers Parcel 1, which is identified as such on Parcel Map # 04-51, which map is attached hereto and incorporated herein by reference as Exhibit G.

D. Agency has entered into a purchase agreement (the "Purchase Agreement") with TKH to purchase the Property.

E. Agency's agreement to purchase the Property is contingent upon RBP and FYHRCO's assignment of the Security Documents to Agency and to Agency's assumption of the Security Documents.

F. Agency desires to acquire the Property and is willing to assume the benefits under the Security Documents for reasons including but not limited to the following:

- Potential expansion of retail offerings by the addition of a major anchor retail tenant to the Airport Industrial Park as soon as possible
- Utilization of land at prime retail location within the redevelopment project area
- Catalyze surrounding development
- Increase employment and business opportunities
- Increase revenues to City and Agency
- Promote infill development in the Airport Industrial Park
- Help facilitate a more integrated development of the Property

G. RBP and FYHRCO support the Agency's acquisition of the Property for reasons including, but not limited to, the following:

Payments of principal and interest from TKH on the RBP Note and FYHRCO Note are past due.

RBP and FYHRCO wish to avoid the expense, inconvenience, time and uncertainty of enforcing the Security Documents.

The value of the Property may have declined as a result of the recent economic downturn and may not have sufficient value for the RBP and FYHRCO to recover the full amounts owing under the Security Documents.

RBP owns other properties in the Redwood Business Park (see Exhibit A), the value of which may be enhanced if the Agency is able to accomplish its goals as set forth above in item F of these Recitals.

H. Subject to the consent of TKH, as set forth in the Purchase Agreement, Agency desires to assume and RBP and FYHRCO desire to approve the Agency's assumption, effective as of the close of escrow for the purchase of the Property (the "Closing"), which is to occur on or before August 7, 2009, under the Purchase Agreement, all rights, duties, obligations and benefits of TKH under the Security Documents, as modified by this Agreement.

AGREEMENTS

In reliance upon the above recitals, which are incorporated herein, and the terms and conditions as stated below, the parties agree as follows.

Section 1. Contingencies.

i This Agreement, and all terms, obligations, and rights hereunder, is expressly conditioned upon RBP's receipt at the Closing of the Total Option Payment as set forth and defined in the Option Agreement to Purchase Real Property entered on _____, 2009, between Agency and RBP.

ii. Agency shall have no obligation to assume the TKH obligations under the Notes, unless or until the Agency has complied with the California Environmental Quality Act ("CEQA") by determining that the assumption of the Notes does not require environmental review or by adopting a notice of exemption, negative declaration or environmental impact report, as determined by Agency.

Section 2. Contingent upon Agency's payment to RBP and FYHRCO as set forth herein, and effective as of, and contingent upon the occurrence of the Closing, RBP and FYHRCO hereby expressly agree to assign the RBP Note, the FYHRCO Note, the RBP DOT, and the FYHRCO DOT with all of the benefits thereunder to Agency as a condition to the Closing. A fully-executed copy of this Agreement shall be deposited into the escrow for the conveyance of the Property from TKH to Agency.

Section 3. Contingent upon Agency's payment to RBP and FYHRCO as set forth herein, and effective as of, and contingent upon, the occurrence of the Closing, Agency covenants and agrees with RBP and FYHRCO to assume all rights, obligations and benefits under the Security Documents, as modified by this Agreement.

Section 4. RBP and FYHRCO and Agency agree that they shall execute and deposit into the escrow for the conveyance of the Property from TKH to Agency an agreement between RBP, FYHRCO, and TKH fully releasing said parties from any claims or defenses in relation to the validity of the transaction to occur under this Agreement or the enforceability and/or validity of the Security Documents. Said agreement shall be in that form attached hereto and incorporated herein by reference as Exhibit I.

Section 5. As a condition of, and prior to, Closing, Agency shall deposit into escrow, and RBP shall be paid at Closing, the amounts set forth below:

a. SEVEN HUNDRED FORTY-ONE THOUSAND ONE HUNDRED SIXTEEN DOLLARS (\$741,116), which represents a principal amount of FIVE HUNDRED TWENTY FOUR THOUSAND TWO HUNDRED DOLLARS (\$524,200) and accrued interest of TWO HUNDRED SIXTEEN THOUSAND NINE HUNDRED SIXTEEN DOLLARS (\$216,916) in relation to the RBP Note (collectively, the "RBP Note Payoff Amount"); and

b. TWO HUNDRED FIFTEEN THOUSAND SIX HUNDRED FIFTY DOLLARS (\$215,650), which is the amount of real estate broker's fees and closing costs ("RBP Costs") paid or owed by RBP prior to August 1, 2009, in connection with the prior sale of a portion of the Property by RBP to TKH and/or the assignment of the RBP Note under this Agreement, satisfactory evidence of which Agency received.

Section 6. As a condition of, and prior to, the Closing, Agency shall deposit into escrow, and FYHROC shall be paid at the Closing, the amounts set forth below:

a. TWO HUNDRED FIFTY-ONE THOUSAND SEVEN HUNDRED FIFTY-ONE DOLLARS (\$251,751), which represents a principal amount of ONE HUNDRED SEVENTY EIGHT THOUSAND DOLLARS (\$178,000) and accrued interest of SEVENTY-THREE THOUSAND SEVEN HUNDRED FIFTY-ONE DOLLARS (\$73,751) in relation to the FYHRCO Note (collectively the "FYHRCO Note Payoff Amount"); and

b. SEVENTY THREE THOUSAND THREE HUNDRED FIFTY DOLLARS (\$73,350), which is the amount of real estate broker's fees and closing costs ("FYHRCO Costs") paid or owed by FYHRCO prior to August 1, 2009, in connection with the prior sale of a portion of the Property by FYHRCO to TKH and/or the assignment of the FYHRCO Note under this Agreement, satisfactory evidence of which Agency received.

Section 7. RBP and FYHRCO's Right to Share of Certain Sale Proceeds. If Agency, or its assigns, sells or transfers all or any portion of the Property within three (3) years after the date of Closing for more than THREE DOLLARS AND FIFTY CENTS (\$3.50) per square foot, RBP shall be entitled, as additional compensation for the sale of the Property to Agency, to one-half (1/2) of the difference between \$3.50 per square foot and the net price per square foot received by Agency, the City or an affiliated entity from that sale, after deducting real estate agent fees, if any, escrow fees, title insurance fees and other expenses reasonably incurred by Agency in connection with the sale. For example, if Agency (1) sells Lot G 1 at \$4.00/SF, (2) Lot G 1 consists of 40,000 square feet, and (3) Agency incurs \$10,000 in real estate broker commissions, escrow fees and title insurance costs, RBP shall be entitled to one-half of \$10,000 or \$5,000 (40,000 x \$4/sq. ft = \$160,000 - \$10,000 = \$150,000 - \$140,000 (40,000 x \$3.50) = \$10,000/2 = \$5,000.) Escrow instructions for the sale of either parcel shall direct the Title Company to pay this amount to RBP or its designee upon the close of escrow on such sale.

Section 8. RBP and FYHRCO's Option to Purchase the Property. RBP and FYHRCO, or its assigns and/or designees, shall have an option (the "Property Purchase

Option") to purchase any of the lots or parcels comprising the Property that do not have Retail/Commercial Development (as defined below) and are still owned by Agency, the City of Ukiah, or affiliated entities on the Exercise Date (as defined below), if, within three (3) years of the date of the Closing, the City has not accepted applications for or issued site development, use or building permits for 120,000 square feet or more of Retail/Commercial Development on all or any portion of the Property. The purchase price of the Property under Property Purchase Option shall be THREE DOLLARS AND FIFTY CENTS (\$3.50) per square foot, plus all closing costs.

a. "Exercise Date" means the date when RBP and/or FYHRCO gives Agency written notice that it is exercising its option to purchase designated parcels within the Property. The right to provide notice of intent to exercise the Property Purchase Option shall expire and shall be of no further force or effect thirty-nine (39) months after the date of Closing; finalizing, closing escrow on, or otherwise concluding acquisition of property under said option shall not be governed by the aforementioned 39-month time limitation. Within thirty (30) days of the Exercise Date, the Parties shall enter a purchase and sale agreement for the lot(s) or parcel(s) within the Property that RBP and/or FYHRCO has elected to acquire and open escrow with a title company approved by RBP and/or FYHRCO ("the Title Company"). The purchase agreement shall provide for escrow to close within sixty (60) days of the Exercise Date. Prior to close of escrow, RBP and/or FYHRCO shall deposit with the Title Company the full purchase price in cash or cash equivalent which shall be disbursed to Agency upon close of escrow. RBP and/or FYHRCO shall purchase the Property in its AS IS condition without any representation or warranty from Agency as to its condition. The agreement shall contain terms consistent with this Agreement and which are commercially reasonable and typically included in agreements to purchase commercial property in the City of Ukiah.

b. Retail/Commercial Development" as used in this section means buildings designated for commercial uses permitted or allowed in the location by the applicable land use ordinances and regulations.

Section 9. RBP owns fee title to that portion of "Airport Park Boulevard," north of Parcel B as shown on the Airport Park Boulevard Map and described in the "Airport Park Boulevard Legal Description" (which is attached hereto and incorporated herein by reference as Exhibit H). This property is referred to herein as the "Street Property." The Street Property is burdened by easements for public road and public utility purposes held by the City of Ukiah. Within 60 days of the Closing, the City shall accept from RBP conveyance by grant deed of fee title to the Street Property, subject only to encumbrances of record and for ad valorem real property taxes, if any, due but unpaid, and approval of customary CLTA title insurance.

Section 10. Miscellaneous.

a. Notice: Whenever notice is permitted or required under this Agreement, it shall be deemed given when personally served by personal delivery, fax or overnight courier, or 48 hours after it is deposited in the United States mail with proper first class postage affixed thereto and addressed as follows:

AGENCY: Redevelopment Agency of the City of Ukiah
Ukiah Civic Center
300 Seminary Ave.
Ukiah, CA 95482
Attn: Executive Director
Phone: (707) 463-6210
Fax: (707) 462-6204

With a copy to: David Rapport
Rapport and Marston
405 W. Perkins Street
Ukiah, CA. 95482
Phone: (707) 462-6846
Fax: (707) 462-4235

CITY OF UKIAH: City of Ukiah
Ukiah Civic Center
300 Seminary Ave.
Ukiah, CA 95482
Attn: City Manager
Phone: (707) 463-6210
Fax: (707) 462-6204

RBP: Gary Akerstrom
425 Talmage Road
Ukiah, CA 95482
Phone: (707) 462-1961
Fax: (707) 462-5681

FYHRCO: Gary Akerstrom
425 Talmage Road
Ukiah, CA 95482
Phone: (707) 462-1961
Fax: (707) 462-5681

Either party may change its official address/contact information by giving notice as provided in this paragraph.

b. Counterparts: This Agreement may be executed in counterparts.

c. Partial Invalidity: If any term or provision of this Agreement shall be deemed by a Court of Law to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby, and each remaining term and provision of this Agreement will remain valid and enforceable to the fullest extent permitted by law.

d. Waivers: No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of time for performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.

e. Successors and Assigns: This Agreement shall not be assignable or assigned by any party hereto without an express written agreement otherwise signed by each party to this Agreement. If assigned, this Agreement is binding upon and inures to the benefit of the Parties' successor and assigns.

f. Entire Agreement: This Agreement (including all Exhibits attached hereto) constitutes the entire contract between the parties hereto and may not be modified except by an instrument in writing signed by each party.

g. Time of Essence: The Parties hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision hereof.

h. Construction: The Parties agree and their respective advisors believe that this Agreement is the product of all of their efforts, that it expresses their agreement and that it should be interpreted as drafted by each party hereto. The Parties further agree that this Agreement will be construed to effectuate the normal and reasonable expectations of a sophisticated party.

i. Governing Law: The parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. The parties mutually consent to jurisdiction and venue in the courts of Mendocino County and waive any objections to the jurisdiction or venue of such courts.

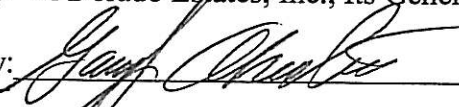
j. Arbitration: Any dispute arising from this Agreement between the parties shall be resolved by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, provided that the arbitration shall be referred to the AAA only if Agency and RBP fail to agree on a single arbitrator to conduct the arbitration within ten (10) days that either party requests arbitration and that, whether or not referred to the AAA, the arbitrator shall render his or her decision within thirty (30) days after he or she is selected by the Parties or appointed by the AAA.

k. Paragraph Headings: The paragraph headings contained herein are for convenience and reference only and are not intended to define or limit the scope of this agreement.

TO EFFECTUATE THIS AGREEMENT, the parties have caused this Assignment and Assumption Agreement to be executed by their duly authorized representatives as of the date set forth below the authorized signature.

REDWOOD BUSINESS PARK OF UKIAH,
a California Limited Partnership

By: El Dorado Estates, Inc., Its General Partner

By: 

Gary L. Akerstrom, President
El Dorado Estates, Inc.

APPROVED AS TO FORM:

Date: 6/12/09

Legal Counsel

FYHRCO, a Nevada corporation

By: 

Gary Akerstrom, President

APPROVED AS TO FORM:

Date: 6/12/09

Legal Counsel

CITY OF UKIAH REDEVELOPMENT AGENCY

By: _____
Phil Baldwin, Chairman

ATTEST:

Linda Brown, Agency Secretary

CITY OF UKLAH

APPROVED AS TO FORM:

By: _____
Phil Baldwin, Mayor

David J. Rapport, City Attorney

Date: _____

ATTEST:

Linda Brown, City Clerk

EXHIBIT A

PROPERTY DESCRIPTION

PROPERTY	AP NUMBER	LEGAL DOCUMENT
Parcel A	180-110-14 &15	Parcel Map - MS # 04-51 Map Drawer 74, Page 4, Mendocino County Records
Parcel B	180-110-14	Parcel Map - MS # 04-51 Map Drawer 74, Page 4, Mendocino County Records
Parcel C	180-110-14	Parcel Map - MS # 04-51 Map Drawer 74, Page 4, Mendocino County Records
Parcel D	180-110-14	Parcel Map - MS # 04-51 Map Drawer 74, Page 4, Mendocino County Records
Parcel 1	180-110-8, 9, & 10	Parcel Map - MS # 04-51 Map Drawer 74, Page 4, Mendocino County Records
Parcel 2	180-110-11	Parcel Map - MS # 04-51 Map Drawer 74, Page 4, Mendocino County Records
Parcel 3	180-110-12 & 13	Parcel Map - MS # 04-51 Map Drawer 74, Page 4, Mendocino County Records
Lot B1	180-080-25	Final Map - Redwood Business Park of Ukiah - Unit I Map Case 2, Drawer 47, Page 24, Mendocino County Records
Lot F10	180-080-64 & 65	Parcel Map - MS # 97-07 Map Case 2, Drawer 64, Page 21, Mendocino County Records
Lot F11	180-080-66 & 67	Parcel Map - MS # 97-07 Map Case 2, Drawer 64, Page 21, Mendocino County Records
Lot G1	180-080-59	Parcel Map - MS # 97-07 Map Case 2, Drawer 64, Page 21, Mendocino County Records
Lot G2	180-080-58	Parcel Map - MS # 97-07 Map Case 2, Drawer 64, Page 21, Mendocino County Records
Lot F6	180-080-28	Deed Book 2183, O.R. Page 340, Mendocino County Records
Lot G	180-080-29	Deed Book 2183, O.R. Page 335, Mendocino County Records
Lot H	180-080-30	Deed Book 2183, O.R. Page 338, Mendocino County Records



BOUNDARY - AIRPORT INDUSTRIAL PARK

UKIAH MUNICIPAL AIRPORT

HYDROCHEM BROTHERS COMPANY

AIRPORT BUSINESS PARK

REDWOOD BUSINESS PARK

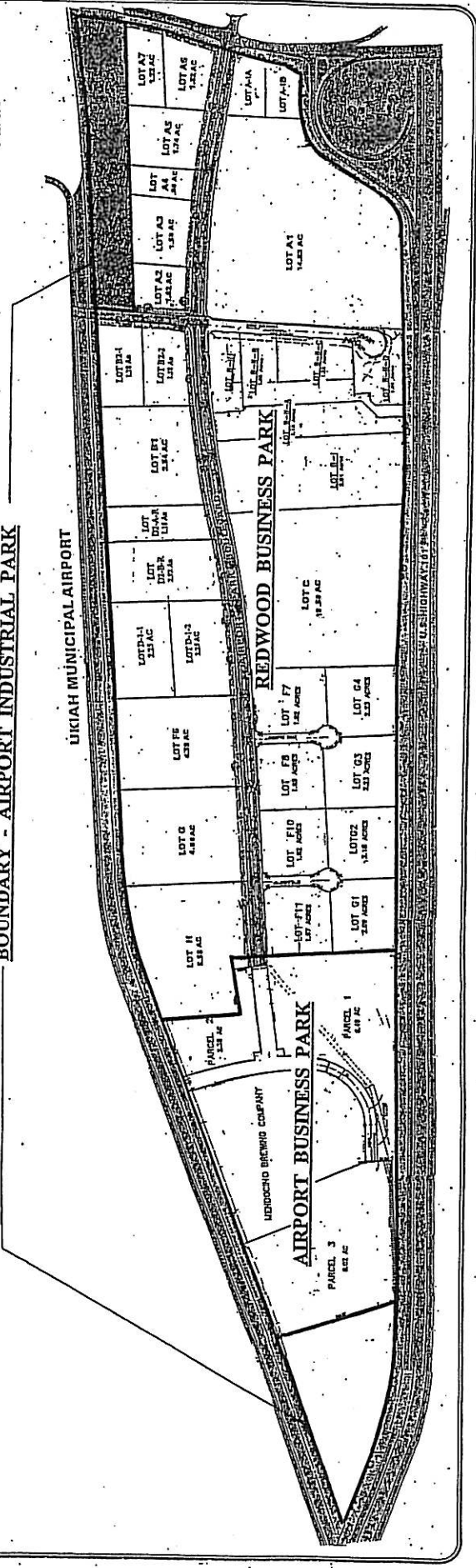




Exhibit B

PROMISSORY NOTE SECURED BY DEED OF TRUST

\$2,500,000.00

Ukiah, California
March 3, 2008

On or before the March 2, 2009, for value received, the undersigned **TKH COASTAL PROPERTY INVESTMENTS, LLC**, a Florida limited liability company (collectively with their successors and assigns, called "Borrower"), promise to pay to the order of Redwood Business Park of Ukiah, a California limited partnership (together with its successors and assigns who become holders of this Note called "Lender"), at 425 Talmage Road, Ukiah, CA 95482 or at such other place as may be designated in writing by Lender, the principal sum of Two Million Five Hundred Thousand Dollars (\$2,500,000.00), with interest thereon as set forth below, from and after the date of this Promissory Note Secured by Deed of Trust ("Note"), said principal and interest to be paid on the following dates and in the following manner:

Installments of interest shall accrue monthly at an annual rate of six percent (6.0%) per annum (the "Interest Rate") commencing on March 3, 2008. All interest shall be calculated for the actual number of days elapsed on the basis of a 365-day year. Borrower shall not make any monthly interest payments, but rather interest payments in the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) per month shall accrue and be paid on March 2, 2009.

The entire unpaid principal balance, together with any unpaid interest and charges thereon, shall become due and payable on March 2, 2009. In the event all or any portion of the real property encumbered by the Deed of Trust (hereunder defined) is sold, conveyed, transferred, hypothecated, encumbered, or alienated, then the entire unpaid principal balance together with any unpaid interest and charges thereon shall immediately become due and payable.

This note is secured by a deed of trust ("Deed of Trust") executed by Borrower for the benefit and security of Lender to be recorded against the property described below (the "Property"):

Lots F-11, G-1 and G-2, as numbered and designated on that certain Parcel Map No. M.S. 97-07 filed for record July 28, 1997 in Map Case 2, Drawer 64, Pages 21 and 22, Mendocino County Records, Mendocino County, California.

Should default be made in the payment of principal or interest when due hereunder, or if there be a default under the terms of the Deed of Trust securing this Note, or if the Property shall be sold while any amounts of principal, interest or other charges remain outstanding under this Note, whether or not then due or payable, the entire balance of principal, interest and charges then remaining unpaid hereunder shall become immediately due and payable.

No waiver of any event of default hereunder shall be implied from any failure of Lender to take or any delay by Lender in taking action with respect to any such event of default or from any previous waiver of any similar or unrelated event of default.

Time is of the essence with respect to every provision hereof. This Note shall be construed and enforced in accordance with the laws of the State of California, without giving effect to California's rules regarding choice of laws.

Borrower may prepay all or any portion of the principal balance under this Note at any time without penalty or premium.

Lender herein agrees to release by a Deed of Reconveyance any part of the Property, legally divided, which secures this Note upon payment by Borrower of a principal amount equal to \$750,000.00 per acre of the portion of the Property to be released, plus the total amount of interest on this Note that has accrued to the date of such payment.

BORROWER:

TKH COASTAL PROPERTY INVESTMENTS, LLC.
A Florida limited liability company

By: 

Mary Anne Keshen
Co-Managing Member

By: 

Terrance Tallen,
Co-Managing Member

LENDER:

REDWOOD BUSINESS PARK OF UKIAH,
A California Limited Partnership

By: El Dorado Estates Inc, General Partner

By: _____

Gary L. Akerstrom, President

PROMISSORY NOTE SECURED BY DEED OF TRUST

\$2,500,000.00

Ukiah, California
March 3, 2008

On or before the March 2, 2009, for value received, the undersigned **TKH COASTAL PROPERTY INVESTMENTS, LLC**, a Florida limited liability company (collectively with their successors and assigns, called "Borrower"), promise to pay to the order of Redwood Business Park of Ukiah, a California limited partnership (together with its successors and assigns who become holders of this Note called "Lender"), at 425 Talmage Road, Ukiah, CA 95482 or at such other place as may be designated in writing by Lender, the principal sum of Two Million Five Hundred Thousand Dollars (\$2,500,000.00), with interest thereon as set forth below, from and after the date of this Promissory Note Secured by Deed of Trust ("Note"), said principal and interest to be paid on the following dates and in the following manner:

Installments of interest shall accrue monthly at an annual rate of six percent (6.0%) per annum (the "Interest Rate") commencing on March 3, 2008. All interest shall be calculated for the actual number of days elapsed on the basis of a 365-day year. Borrower shall not make any monthly interest payments, but rather interest payments in the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) per month shall accrue and be paid on March 2, 2009.

The entire unpaid principal balance, together with any unpaid interest and charges thereon, shall become due and payable on March 2, 2009. In the event all or any portion of the real property encumbered by the Deed of Trust (hereunder defined) is sold, conveyed, transferred, hypothecated, encumbered, or alienated, then the entire unpaid principal balance together with any unpaid interest and charges thereon shall immediately become due and payable.

This note is secured by a deed of trust ("Deed of Trust") executed by Borrower for the benefit and security of Lender to be recorded against the property described below (the "Property"):

Lots F-11, G-1 and G-2, as numbered and designated on that certain Parcel Map No. M.S. 97-07 filed for record July 28, 1997 in Map Case 2, Drawer 64, Pages 21 and 22, Mendocino County Records, Mendocino County, California.

Should default be made in the payment of principal or interest when due hereunder, or if there be a default under the terms of the Deed of Trust securing this Note, or if the Property shall be sold while any amounts of principal, interest or other charges remain outstanding under this Note, whether or not then due or payable, the entire balance of principal, interest and charges then remaining unpaid hereunder shall become immediately due and payable.

No waiver of any event of default hereunder shall be implied from any failure of Lender to take or any delay by Lender in taking action with respect to any such event of default or from any previous waiver of any similar or unrelated event of default.

Time is of the essence with respect to every provision hereof. This Note shall be construed and enforced in accordance with the laws of the State of California, without giving effect to California's rules regarding choice of laws.

Borrower may prepay all or any portion of the principal balance under this Note at any time without penalty or premium.

Lender herein agrees to release by a Deed of Reconveyance any part of the Property, legally divided, which secures this Note upon payment by Borrower of a principal amount equal to \$750,000.00 per acre of the portion of the Property to be released, plus the total amount of interest on this Note that has accrued to the date of such payment.

BORROWER:

TKH COASTAL PROPERTY INVESTMENTS, LLC.
A Florida limited liability company

By: _____
Mary Anne Keshen
Co-Managing Member

By: _____
Terrence Tallen,
Co-Managing Member

LENDER:

REDWOOD BUSINESS PARK OF UKIAH,
A California Limited Partnership

By: El Dorado Estates Inc, General Partner

By: _____
Gary L. Akerstrom, President



PROMISSORY NOTE SECURED BY DEED OF TRUST

\$850,000.00

Ukiah, California
March 3, 2008

On or before the March 2, 2009, for value received, the undersigned **TKH COASTAL PROPERTY INVESTMENTS, LLC**, a Florida limited liability company (collectively with their successors and assigns, called "Borrower"), promise to pay to the order of **FYHRCO Inc**, a Nevada Corporation (together with its successors and assigns who become holders of this Note called "Lender"), at 425 Talmage Road, Ukiah, CA 95482 or at such other place as may be designated in writing by Lender, the principal sum of Eight Hundred Fifty Thousand Dollars (\$850,000.00), with interest thereon as set forth below, from and after the date of this Promissory Note Secured by Deed of Trust ("Note"), said principal and interest to be paid on the following dates and in the following manner:

Installments of interest shall accrue monthly at an annual rate of six percent (6.0%) per annum (the "Interest Rate") commencing on March 3, 2008. All interest shall be calculated for the actual number of days elapsed on the basis of a 365-day year. Borrower shall not make any monthly interest payments, but rather interest payments in the amount of Four Thousand Two Hundred Fifty Dollars (\$4,250.00) per month shall accrue and be paid on March 2, 2009.

The entire unpaid principal balance, together with any unpaid interest and charges thereon, shall become due and payable on March 2, 2009. In the event all or any portion of the real property encumbered by the Deed of Trust (hereunder defined) is sold, conveyed, transferred, hypothecated, encumbered, or alienated, then the entire unpaid principal balance together with any unpaid interest and charges thereon shall immediately become due and payable.

This note is secured by a deed of trust ("Deed of Trust") executed by Borrower for the benefit and security of Lender to be recorded against the property described below (the "Property"):

Parcel 1 as shown on Parcel Map M.S. #04-51, filed on October 2, 2006 in Map Drawer 74, Page 4, Mendocino County Records, Mendocino County, California.

Should default be made in the payment of principal or interest when due hereunder, or if there be a default under the terms of the Deed of Trust securing this Note, or if the Property shall be sold while any amounts of principal, interest or other charges remain outstanding under this Note, whether or not then due or payable, the entire balance of principal, interest and charges then remaining unpaid hereunder shall become immediately due and payable.


No waiver of any event of default hereunder shall be implied from any failure of Lender to take or any delay by Lender in taking action with respect to any such event of default or from any previous waiver of any similar or unrelated event of default.

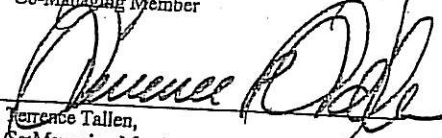
Time is of the essence with respect to every provision hereof. This Note shall be construed and enforced in accordance with the laws of the State of California, without giving effect to California's rules regarding choice of laws.

Borrower may prepay all or any portion of the principal balance under this Note at any time without penalty or premium.

BORROWER:

TKH COASTAL PROPERTY INVESTMENTS, LLC.
A Florida limited liability company

By: 
Mary Anne Keshen
Co-Managing Member

By: 
Terrence Tallen,
Co-Managing Member

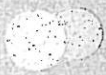


Exhibit D

RECORDING REQUESTED BY:
REDWOOD EMPIRE TITLE COMPANY OF
MENDOCINO COUNTY
AND WHEN RECORDED MAIL TO:
REDWOOD BUSINESS PARK OF UKIAH,
A CALIFORNIA LIMITED PARTNERSHIP
425 Talmage Road
UKIAH, CA 95482

2008-02858
Recorded at the request of
REDWOOD EMPIRE TITLE
03/03/2008 02:25P
Fee: 28.00 No of Pages: 5

OFFICIAL RECORDS
Susan M. Ranochak, Clerk-Recorder
Mendocino County, CA

ORDER NO.: 1205661-AP

Parcel No.:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS

This DEED OF TRUST, made this 3rd day of March 2008, between

TKH Coastal Property Investments, LLC, a Florida limited liability company, herein called TRUSTOR,
whose address is 6219 Ramirez Mesa Drive Malibu CA 90265
(Number and Street) (City) (State) (Zip)

Redwood Empire Title Company of Mendocino County, a California Corporation, herein called TRUSTEE, and

Redwood Business Park of Ukiah, a California limited partnership, herein called BENEFICIARY,

Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale, that property in the City of Ukiah, County of Mendocino, California, described as:

All that certain real property situate, lying and being in the City of Ukiah, County of Mendocino, State of California, more particularly described as follows:

Lots G1, G2 and F-11 as numbered and designated on that certain Parcel Map No. M.S. 97-07 filed for record July 28, 1997 in Map Case 2, Drawer 64, Pages 21 and 22, Mendocino County Records.

APN: 180-080-58, 180-080-59, 180-080-66 and 180-080-67

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) Payment of the indebtedness evidenced by one promissory note of even date herewith executed by Trustor in favor of Beneficiary or order in the principal sum of \$2,500,000.00 (2) Performance of each agreement of Trustor contained herein or incorporated by reference. (3) Payment of additional sums may hereafter be borrowed from Beneficiary by the then record owner of said property, when evidenced by another promissory note (or Notes) reciting it is so secured by this Deed of Trust.

Beneficiary herein agrees to release by a Deed of Partial Reconveyance as set forth in the Note secured by this Deed of Trust

This document is being signed in two counterparts which constitutes one document.

Order No.: 1205661-AP

To protect the security of this Deed of Trust, Trustor agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (5), inclusive, of Section A and provisions (1) to (10), inclusive, of Section B of the fictitious deed of trust recorded in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, vis.:

COUNTY	RECORDING DATE	BOOK	PAGE	COUNTY	RECORDING DATE	BOOK	PAGE	COUNTY	RECORDING DATE	BOOK	PAGE
Alameda	5/17/72	3133	712	Mendocino	8/14/70	824	372	San Mateo	8/2/71	5990	328
Amador	11/17/71	217	465	Napa	12/24/64	713	269	Santa Clara	5/22/72	9843	601
Butte	5/5/72	1755	637	Nevada	5/14/70	512	299	Sierra	5/3/72	55	141
Calaveras	11/23/71	328	631	Placer	4/7/70	1289	330	Solano	11/18/64	1307	55
Contra Costa	12/24/64	4770	1014	Plumas	5/16/72	212	44	Sonoma	12/24/64	2098	78
El Dorado	6/15/70	990	602	Sacramento	5/26/70	70 05 26	208	Sutter	7/1/70	754	403
Lake	3/11/70	623	81	San Francisco	12/28/64	A 860	900	Yolo	8/12/71	987	158
Maria	11/4/64	1879	58	San Joaquin	7/7/71	3550	363	Yuba	6/23/71	517	220

(which provisions, identical in all counties are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in the Deed of Trust.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at this address hereinbefore set forth.

TKH COASTAL PROPERTY INVESTMENTS, LLC,
A Florida limited liability company

By: [Signature]
Mary Ann Keshen, Co-Managing Member

By: [Signature]
Terrence Tallen, Co-Managing Member

BENEFICIARY,

REDWOOD BUSINESS PARK OF UKIAH,
a California Limited Partnership

BY: _____
El Dorado Estates Corp., General Partner
Gary L. Akerstrom, President

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } SS:

On February 29, 2008 before me,
Luigy Fernando Salazar
a Notary Public, personally appeared Mary Ann Keshen
and Terrence Tallen

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

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

WITNESS my hand and official seal.

Signature: [Signature]



(Notary Seal)

To protect the security of this Deed of Trust, Trustor agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (5), inclusive, of Section A and provisions (1) to (10), inclusive, of Section B of the fictitious deed of trust recorded in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, vis.:

COUNTY	RECORDING DATE	BOOK	PAGE	COUNTY	RECORDING DATE	BOOK	PAGE	COUNTY	RECORDING DATE	BOOK	PAGE
Alameda	5/17/72	3133	712	Mendocino ✓	8/14/70	824	372	San Mateo	8/2/71	5990	328
Amador	11/17/71	217	465	Napa	12/24/64	713	269	Santa Clara	5/22/72	9843	601
Butte	5/5/72	1755	637	Nevada	5/14/70	512	299	Sierra	5/3/72	55	141
Calaveras	11/23/71	328	631	Placer	4/7/70	1289	330	Solano	11/18/64	1307	55
Contra Costa	12/24/64	4770	1014	Plumas	5/16/72	212	44	Sonoma	12/24/64	2098	78
El Dorado	6/15/70	990	602	Sacramento	5/26/70	70 05 26	208	Sutter	7/1/70	754	403
Lake	3/11/70	623	81	San Francisco	12/28/64	A 860	900	Yolo	8/12/71	987	158
Marin	11/4/64	1879	58	San Joaquin	7/7/71	3550	363	Yuba	6/23/71	517	220

(which provisions, identical in all counties are printed on the reverse hereof) hereby are adopted and incorporated herein and made part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the reference property, obligations, and parties in said provisions shall be construed to refer to the property, obligations; and parties set forth in Deed of Trust.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at address hereinbefore set forth.

TKH COASTAL PROPERTY INVESTMENTS, LLC.,
A Florida limited liability company

BENEFICIARY,

By: _____
Mary Anne Keshen, Co-Managing Member

REDWOOD BUSINESS PARK OF UKIAH,
a California Limited Partnership

By: _____
Terrence Tallen, Co-Managing Member

BY: *[Signature]*
El Dorado Estates Corp., General Partner
Gary L. Akerstrom, President

STATE OF CALIFORNIA }
COUNTY OF Mendocino } SS:

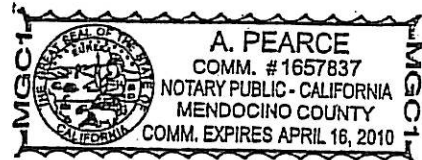
On February 22, 2008 before me,
a Notary Public, personally appeared Gary L. Akerstrom

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

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

WITNESS my hand and official seal.

Signature *[Signature]*



(Notary Seal)

DO NOT RECORD

The following is a copy of Subdivision A and B of the fictitious Deed of Trust recorded in each county in California as stated foregoing Deed of Trust and incorporated by reference is said Deed of Trust as being a part thereof as if set forth at length therein

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair not to remove or demolish any building thereon; to complete or repair promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or require any alterations or improvements to be made thereon, not to commit or permit waste thereof; not to commit, suffer or permit an upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby as such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum on any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose the Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee be authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary a presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then hereunder. The recitals in such reconveyance of a matter or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuances of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to a default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise



collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of opera and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing indebtedness secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the high bidder for cash in lawful money of the United States, payable at time of sale, Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale; and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall constitute conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, in purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with said sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trust predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

REQUEST FOR FULL RECONVEYANCE

TO REDWOOD EMPIRE TITLE COMPANY OF MENDOCINO COUNTY, TRUSTEE:

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust all the estate now held by you under the same.

Dated _____

Signature must be notarized _____

Please mail Deed of Trust,
Note and Reconveyance to _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.



Exhibit E

RECORDING REQUESTED BY:
 REDWOOD EMPIRE TITLE COMPANY OF
 MENDOCINO COUNTY
 AND WHEN RECORDED MAIL TO:
 FYHRCO INC., A NEVADA CORPORATION
 425 Talmage Road
 Ukiah, CA 95482

2008-02853
 Recorded at the request of
 REDWOOD EMPIRE TITLE
 03/03/2008 02:25P
 Fee: 25.00 No of Pages: 4
 OFFICIAL RECORDS
 Susan M. Ranochak, Clerk-Recorder
 Mendocino County, CA

ORDER NO.: 1205660-AP

Parcel No.: 180-110-08, 09, 10

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS

This DEED OF TRUST, made this 3rd day of March 2008, between

TKH Coastal Property Investments, LLC, a Florida limited liability company, herein called TRUSTOR,
 whose address is 6219 Ramirez Mesa Drive, Malibu, Ca 90265
 (Number and Street) (City) (State) (Zip)

Redwood Empire Title Company of Mendocino County, a California Corporation, herein called TRUSTEE, and
 FYHRCO Inc., a Nevada Corporation, herein called BENEFICIARY,

Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale, that property in the City of Ukiah, County
 Mendocino, California, described as:

Parcel 1 as shown on Parcel Map M.S. #04-51, filed on October 2, 2006 in Map Drawer 74, Page 4, Mendocino County Records,
 Mendocino County, California

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to a
 conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) Payment of the indebtedness evidence by one promissory note of even date herewith executed
 Trustor in favor of Beneficiary or order in the principal sum of \$850,000.00 (2) Performance of each agreement of Trustor contain
 herein or incorporated by reference. (3) Payment of additional sums may hereafter be borrowed from Beneficiary by the then reco
 owner of said property, when evidenced by another promissory note (or Notes) reciting it is so secured by this Deed of Trust.

To protect the security of this Deed of Trust, Trustor agrees: By the execution and delivery of this Deed of Trust and the note
 secured hereby, that provisions (1) to (5), inclusive, of Section A and provisions (1) to (10), inclusive, of Section B of the
 fictitious deed of trust recorded in the book and at the page of Official Records in the office of the county recorder of the county
 where said property is located, noted below opposite the name of such county, vis.:

COUNTY	RECORDING DATE	BOOK	PAGE	COUNTY	RECORDING DATE	BOOK	PAGE	COUNTY	RECORDING DATE	BOOK	PAGE
Alameda	5/17/72	3133	712	Mendocino	8/14/70	824	372	San Mateo	8/2/71	5990	328
Amador	11/17/71	217	465	Napa	12/24/64	713	269	Santa Clara	5/22/72	9843	601
Butte	5/5/72	1755	637	Nevada	5/14/70	512	299	Sierra	5/3/72	55	141
Calaveras	11/23/71	328	631	Placer	4/7/70	1289	330	Solano	11/18/64	1307	55
Contra Costa	12/24/64	4770	1014	Plumas	5/16/72	212	44	Sonoma	12/24/64	2098	78
El Dorado	6/15/70	990	602	Sacramento	5/26/70	70 05 26	208	Sutter	7/1/70	754	403
Lake	3/11/70	623	81	San Francisco	12/28/64	A 860	900	Yolo	8/12/71	987	158
Marin	11/4/64	1879	58	San Joaquin	7/7/71	3550	363	Yuba	6/23/71	517	220

(which provisions, identical in all counties are printed on the reverse hereof) hereby are adopted and incorporated herein and made
 part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references
 property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in th
 Deed of Trust.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at this address hereinbefore set forth.

TKH COASTAL PROPERTY INVESTMENTS, LLC,
A Florida limited liability company

By: [Signature]
Mary Ann Koshen, Co-Managing Member

By: [Signature]
Terrence Tallen, Co-Managing Member

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } SS:

On February 20th, 2008 before me,
Luigy Fernando Salazar
a Notary Public, personally appeared MARY A. KOSHEN
and Terrence Tallen

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

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

WITNESS my hand and official seal.

Signature [Signature]



(Notary Seal)

DO NOT RECORD

The following is a copy of Subdivision A and B of the fictitious Deed of Trust recorded in each county in California as stated in foregoing Deed of Trust and incorporated by reference is said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair not to remove or demolish any building thereon; to complete or repair promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or require any alterations or improvements to be made thereon, not to commit or permit waste thereof; not to commit, suffer or permit any upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum on any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose on this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee be authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses of attorney counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then hereunder. The recitals in such reconveyance of a matter or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuances of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to a default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise



collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing indebtedness secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by Trustee in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale, Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying said property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall constitute conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, who purchases at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustor or predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

REQUEST FOR FULL RECONVEYANCE

TO REDWOOD EMPIRE TITLE COMPANY OF MENDOCINO COUNTY, TRUSTEE:

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust all the estate now held by you under the same.

Dated _____

Signature must be notarized _____

Please mail Deed of Trust,
Note and Reconveyance to _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.



Exhibit F

OWNER'S STATEMENT

The undersigned state that they are the owners and have the right, title, and interest in and to the real property included within the subdivision shown upon this map, that they are all parties having any record title interest in this subdivision, except as endorsed hereon pursuant to Section 8203 of the Utah City Code and Title 7, Division 2, Chapter 2 of the Government Code of the State of California, that they are the only persons whose consent is necessary to pass a clear title to said property and that they consent to the preparation and recording of this map.

REDWOOD BUSINESS PARK OF UKIAH
A California Limited Partnership

By: El Dorado Estates Corporation
A California Corporation, its
General Partner

By: Donald F. Wagner Pres.

By: Gary L. Akerstrom Sec. / Treas.

ACKNOWLEDGEMENT

State of California SS
County of Mendocino

On June 18, 1997 before me, SANDRA S. NELSON a notary public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Gary L. Akerstrom and Donald F. Wagner personally known to me (or 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.

WITNESS my hand and official seal

SANDRA S. NELSON Name
Sandra S. Nelson Signature

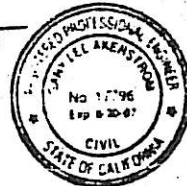
APRIL 30, 2001
by commission expires

Notary Public in and for the
County of Mendocino,
State of California

ENGINEER'S STATEMENT

This map correctly represents a survey made by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act and local ordinances of the request of Redwood Business Park of Ukiah, A Limited Partnership, in May, 1997. I hereby state that this Parcel Map substantially conforms to the approved, or conditionally approved, tentative map, if any. I further state that all monuments are of the character and occupy the positions indicated and that said monuments are sufficient to enable the survey to be retraced.

By: Gary L. Akerstrom
GARY L. AKERSTROM RCE 17796
My license Expires: June 30, 1997



ACCURACY STATEMENT

I, Gary L. Akerstrom, hereby state that all survey work required in the preparation of this map and related monumentation was performed to an accuracy of 1":5000'.

By: Gary L. Akerstrom
GARY L. AKERSTROM RCE 17796

TRUSTEE'S STATEMENT

First American Title Insurance Company, a California Corporation, trustee under deeds of trust against the tract of land shown hereon, hereby consents to the preparation and filing of this map.

IN WITNESS WHEREOF, said corporation has caused its corporate name to be hereunto affixed this 18th day of JUNE, 1997.

By: John Barron Asst. Vice President
By: Debbie Rocco Asst. Vice President

ACKNOWLEDGEMENT

State of California SS
County of Mendocino

On June 18, 1997 before me, Dorothy Maggi a notary public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared John Barron and Debbie Rocco personally known to me (or 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.

WITNESS my hand and official seal
Dorothy Maggi Signature

6-15-1999
by commission expires

Notary Public in and for the
County of Mendocino,
State of California

TRUSTEE'S STATEMENT

Redwood Empire Title Company of Mendocino County, a California Corporation, trustee under deeds of trust against the tract of land shown hereon, hereby consents to the preparation and filing of this map.

IN WITNESS WHEREOF, said corporation has caused its corporate name to be hereunto affixed this 18th day of JUNE, 1997.

By: Blair G. Stimp VICE PRESIDENT
By: Georgine Williams ASST. SECRETARY

ACKNOWLEDGEMENT

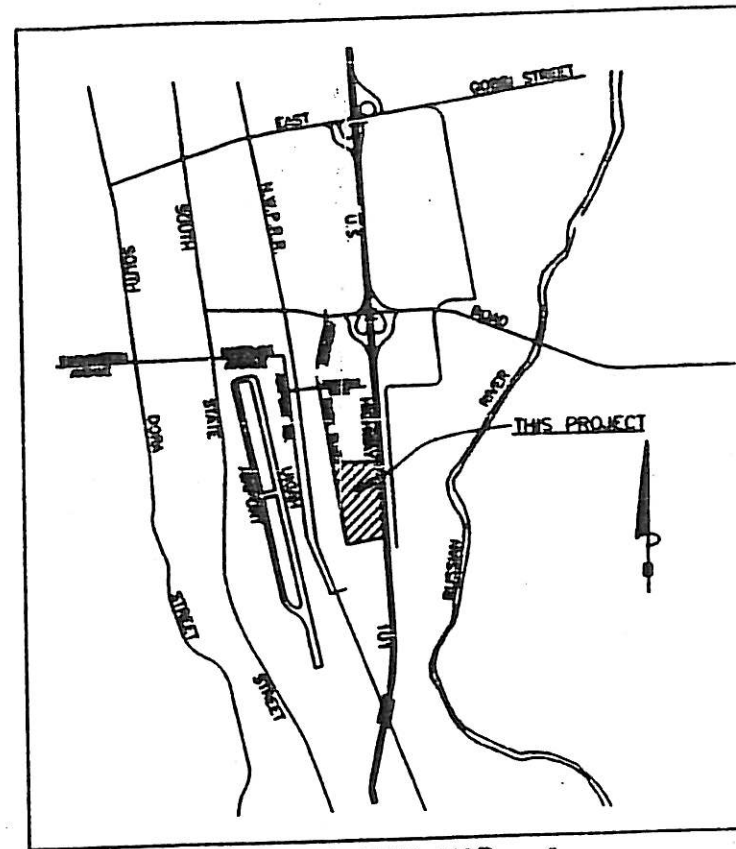
State of California SS
County of Mendocino

On JUNE 18, 1997 before me, SANDRA S. NELSON a notary public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared GLORIA J. STIMP AND GEORGINE WILLIAMS personally known to me (or 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.

WITNESS my hand and official seal
SANDRA S. NELSON Name
Sandra S. Nelson Signature

APRIL 30, 2001
by commission expires

Notary Public in and for the
County of Mendocino,
State of California



LOCATION MAP
NO SCALE

SIGNATURE OMISSIONS

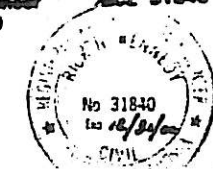
Signatures of parties owning the following types of record title interest have been omitted pursuant to applicable provisions of the California Government Code Section 66436. Their interests are such that they cannot ripen into fee.

NAME	RECORD DATA	NATURE OF INTEREST
C.T.&L.	160 Deeds 232, MCR	Elec. Utility Easement
P.G.&E.	127 OR 489, MCR	Elec. Utility Easement
U.V.S.D.	499 OR 8, MCR	Sewer Easement
City of Ukiah	2133 OR 20, MCR	Sewer Easement
City of Ukiah	2277 OR 605, MCR	Power Utilities
City of Ukiah	2422 OR 563, MCR	Access & P.U.E.

CITY ENGINEER'S STATEMENT

I, Rick Howard Kennedy, hereby certify that I have examined and checked this Parcel Map and that the subdivision as shown is substantially the same as it appears on the tentative map and any approved alterations thereof and I further certify that said map is in conformance with Title 7, Division 2, Chapter 2, of the government code, State of California, and the Ukiah City Code, and I am therefore satisfied that the map is technically correct.

In Witness whereof, I have hereunto set my hand and affixed my official seal of Ukiah, California, this 28th day of July, 1997.
Rick Howard Kennedy City Engineer
My License Expires: December 31, 2000



BOND STATEMENT

I, Joyce A. Board, Clerk of the Board of Supervisors of the County of Mendocino, hereby state that the bond or deposit as required by the "Subdivision Map Act", Section 66464 of Title 7 of the Government Code, Division 2, (commencing with Section 66410) has been filed.

Dated this 25th day of July, 1997
Joyce A. Board, Clerk of the Board of Supervisors

By: Susan J. Gutmann Deputy

PROOF OF OWNERSHIP STATEMENT

I hereby state that the proof of ownership report made by Redwood Empire Title Company this 28 day of JULY, 1997, conforms to the provisions of the Subdivision Map Act.

Marsha A. Young, County Recorder
Mendocino County, California

By: Vita Bernard Deputy

COUNTY RECORDER'S STATEMENT

Filed this 28 day of JULY, 1997
at UKIAH, CA in Map Case 1, Drawer 2, Page 21
at the request of North Counties Engineering Co.

Marsha A. Young, County Recorder
Mendocino County, California

By: Vita Bernard Deputy Fee: \$10.00

PARCEL MAP
M.S. 97-07

OF A PORTION OF LOT 6 OF HASTINGS ADDITION TO THE CITY OF UKIAH FILED IN MAP CASE 1, DRAWER 2, PAGE 169, M.C.R., AND A PORTION OF LOTS 74 & 75 OF THE YOKAYO RANCHO. ALSO BEING A SUBDIVISION OF LOT F OF REDWOOD BUSINESS PARK OF UKIAH FILED IN BOOK 2277 O.R., PAGE 622, M.C.R. MENDOCINO COUNTY, CALIFORNIA MAY, 1997

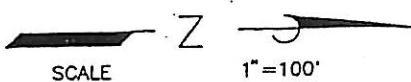
NORTH COUNTIES ENGINEERING CO.
405 DELWOOD ROAD, Ukiah, CALIFORNIA 95568
PHONE: (707) 462-8001 FAX: (707) 462-8001

CASE 2
DRAWER 64
PAGE 21

LEGEND

- Found 3/4" iron pipe plugged R.C.E. 17796 per Ca. 2, Dr. 47, pg. 24, M.C.R.
- Set 3/4" iron pipe plugged R.C.E. 17796
- ⊙ Set standard city monument
- () Record data per Ca. 2, Dr. 63, Pg. 27, M.C.R.
- [] Record data per Bk. 2277 O.R., Pg. 622, M.C.R.
- [] Record data per 01-MEN-101, Robinson Creek to Forsythe Creek, State Highway Map Book 3, Pages 48 & 49, M.C.R.
- (R) Radial Bearing
- P.U.E. Public Utility Easement

Note: The distances shown on this map are grid distances based on the California Coordinate System (CCS27); Combined Grid Factor = 0.9998987.



HIGHWAY 101 ACCESS NOTE:

Ownership of land does not include any rights of access to U.S. Highway 101. Access was relinquished in the instrument recorded in Book 658, O.R., Page 483, M.C.R.

ON-SITE GRADING & DRAINAGE PLAN NOTE:

The modification of any on-site grading and drainage plans previously approved by the City Engineer shall be submitted for the review and approval of the City Engineer at the time building permit applications for the construction of structures on the project site are submitted to the City of Ukiah Building Department.

BASIS OF BEARINGS

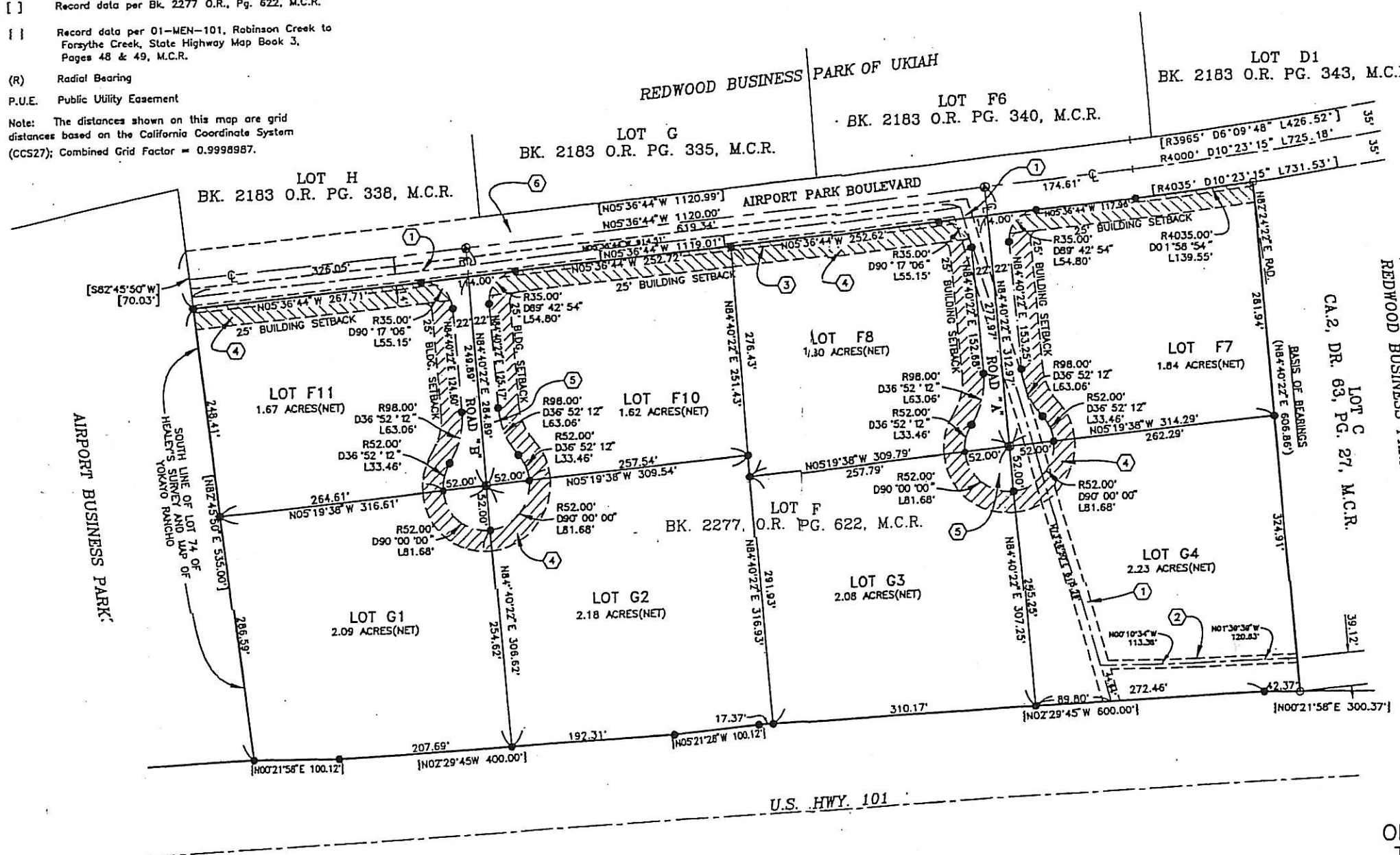
S84°40'22"W between found monuments on the south line of Lot C per Ca. 2, Dr. 62, Pg. 27, M.C.R.

FRONTAGE IMPROVEMENTS REQUIRED PRIOR TO ISSUANCE OF A BUILDING PERMIT NOTE:

Prior to the issuance of a building permit on Lot F7, Lot F8, Lot G3 or Lot G4 the easterly half of the roadway improvements of Airport Park boulevard shall be completed from the northwest corner of Lot F7 to the southwest corner of Lot F8 and all of the roadway improvements of Road "A" shall be completed. Prior to the issuance of a building permit on Lot F10, Lot F11, Lot G1 or Lot G2 the easterly half of the roadway improvements of Airport Park Boulevard shall be completed from the northwest corner of Lot F7 to the southwest corner of Lot F11 and all of the roadway improvements of Road "B" shall be completed. Street improvements for Roads "A" & "B" shall be constructed in accordance with the approved improvement plans on file at the City of Ukiah Public Works Department as shown on the drawing with file number 97-08. Street improvements for the east half of Airport Park Boulevard shall be constructed in accordance with approved revised plans.

City Monuments shown as "Set Standard City Monument" shall be set at the time street improvements are constructed and shall be prior to issuance of building permits.

An Encroachment Permit is required to be obtained from the City by a Licensed Contractor prior to doing any construction within public roadway easements. Encroachment Permit fee shall be 1.5% of estimated construction costs payable for construction inspection.



PARCEL MAP

M.S. 97-07

OF A PORTION OF LOT 6 OF HASTINGS ADDITION TO THE CITY OF UKIAH FILED IN MAP CASE 1, DRAWER 2, PAGE 169, M.C.R., AND A PORTION OF LOTS 74 & 75 OF THE YOKAYO RANCHO. ALSO BEING A SUBDIVISION OF LOT F OF REDWOOD BUSINESS PARK OF UKIAH FILED IN BOOK 2277, O.R., PAGE 622, M.C.R. MENDOCINO COUNTY CALIFORNIA MAY, 1997

EASEMENT NOTES:

- ① 20' Wide easement for sewer pipeline per Bk. 499 O.R., Pg. 6, M.C.R.
- ② 10' Wide easement for sewer pipeline per Bk. 2133 O.R., Pg. 20, M.C.R.
- ③ 5' Wide easement for public utilities per Bk. 2277 O.R., Pg. 605, M.C.R.
- ④ 25' Wide easement for public utilities per Bk. 2422, O.R., Pg. 563, M.C.R.
- ⑤ Easement for access & public utilities per Bk. 2422 O.R., Pg. 563, M.C.R.
- ⑥ 70' Wide easement for public roadway & public utilities per Bk. 2277 O.R., Pg. 605, M.C.R.

NORTH COUNTIES ENGINEERING CO.
 425 TALHAGE ROAD, UKIAH, CALIFORNIA 95402
 PHONE: (707) 462-1961 FAX: (707) 462-5681

CASE	2
DRAWER	64
PAGE	22

OWNER'S STATEMENT

The undersigned being all parties having any record title interest in the land within this division, hereby consent to the preparation and recordation of this map.

UKIAH REDEVELOPMENT AGENCY

BY: Candace Horsley City Manager

ACKNOWLEDGEMENT

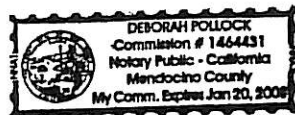
State of California SS
County of Mendocino

On 9/26/06 before me, Deborah Pollock notary public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Candace Horsley personally known to me (or 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 she executed the same in her authorized capacity and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Deborah Pollock Name Deborah Pollock
My commission expires January 20, 2008

Notary Public in and for the
County of Mendocino
State of California



ACCURACY STATEMENT

I, Walter M. Haydon, hereby state that all survey work required in the preparation of this map and related monumentation was performed to a minimum accuracy of 1:5000.

Walter M. Haydon
Walter M. Haydon L.S. 4873
License Expires 09-30-2006

SURVEYOR'S STATEMENT

This map was prepared by me, or under my direction, and is based upon a field survey in conformance with the requirements of the subdivision map act and local ordinance at the request of the Ukiah Redevelopment Agency in October, 2004.

I, hereby state that this parcel map substantially conforms to the approved, or conditionally approved, tentative map, if any. I further state that all monuments are of the character and occupy the positions indicated and that said monuments are sufficient to enable the survey to be retraced.

Walter M. Haydon
Walter M. Haydon L.S. 4873
License Expires 09/30/2006



PROOF OF OWNERSHIP STATEMENT

I hereby state that the proof of ownership report made by Redwood Empire Title Co this 2nd day of October, 2006, conforms to the provisions of the Subdivision Map Act.

Marsha A. Wharff Assessor, County Clerk-Recorder
Mendocino County, California

By: Enilee Kessler Deputy

BOND STATEMENT

I, Kristi Furman, Clerk of the Board of Supervisors of the County of Mendocino, State of California, hereby state that the bond or deposit as required by the "Subdivision Map Act", Section 66464 of Title 7 of the Government Code, Division 2, has been filed.

Dated this 2nd day of October, 2006.

Kristi Furman Clerk, Board of Supervisors.

By: Kristi Furman Deputy

NOTE

1. Record title interest and encumbrances were based upon a preliminary title report from First American Title Insurance Company of Mendocino County, Preliminary Report No. 2306-1471202 dated October 1, 2004.

CITY SURVEYOR'S STATEMENT

I hereby state that the map of this subdivision was examined by me or under my direction; that it is substantially the same as it appeared on the tentative map and any approved alterations thereof; that all provisions of the subdivision map act amended and of any local ordinances applicable at the time of approval of the tentative map have been complied with and I am satisfied that said map is technically correct.

S.H.N., Consulting Engineers and Geologists, Inc.

Thomas M. Herman
By: Thomas M. Herman, P.L.S. 4805
License Expires 09-30-06

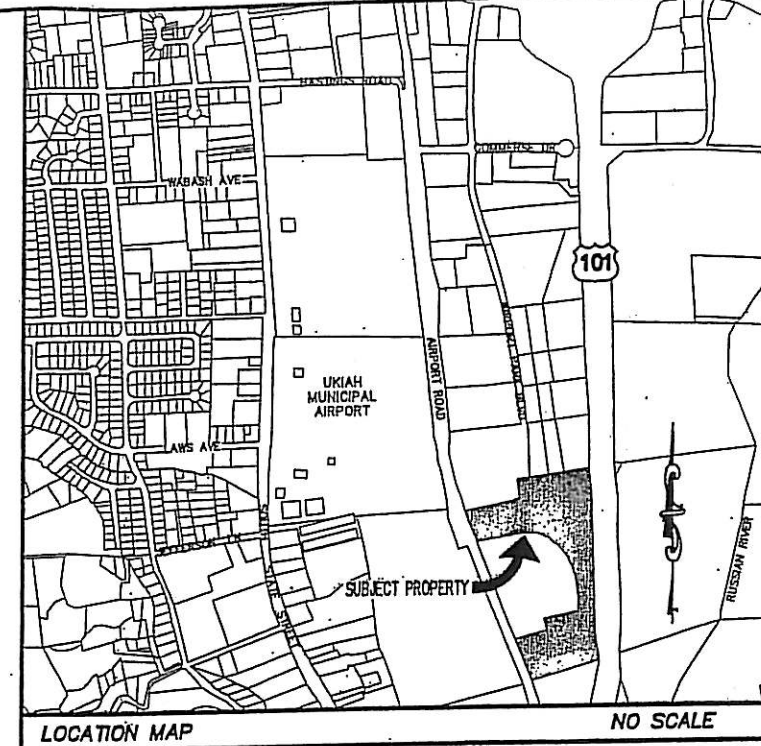


CITY ENGINEER'S STATEMENT

I Timothy E. Eriksen, hereby state that I have examined and checked this Parcel Map and that the subdivision as shown is substantially the same as it appears on the Tentative Map and any approved alterations thereof, and I further state that said map is in conformance with Title 7, Division 2, Chapter 2 of the government code, State of California, and the Ukiah City Code, and I am therefore satisfied that the map is technically correct.

In witness whereof, I have hereunto set my hand and affixed my official seal of Ukiah, California this 26 day of SEPTEMBER, 2006.

Timothy E. Eriksen
Timothy E. Eriksen, City Engineer
City of Ukiah
R.C.E. 62230, my license expires 09-30-07



LOCATION MAP

NO SCALE

SIGNATURE OMISSIONS

Signature of parties owning the following types of record title interest have been omitted pursuant to applicable provisions of the California Government Code Section 66436. Their interests are such that they cannot ripen into fee.

NAME	RECORD DATA
PACIFIC GAS & ELECTRIC COMPANY	BK. 1244 O.R., PG. 175, M.C.R.
NATURE OF INTEREST	
EASEMENT	

PARCEL MAP
OF MINOR SUBDIVISION # 04-51
BEING A PORTION OF LOT 73 IN THE
YOKAYO RANCHO
IN THE CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA
OCTOBER, 2004

COUNTY RECORDER'S STATEMENT

Filed this 2nd day of October, 2006 at 2:31 P.M.
in Maps, Drawer 14, Page 456, M.C.R.,
at the request of Walter M. Haydon.

Marsha A. Wharff, Assessor, County Clerk-Recorder
Mendocino County, State of California

By: Enilee Kessler Deputy

SURVEYED BY RAU AND ASSOCIATES, UKIAH, CALIFORNIA

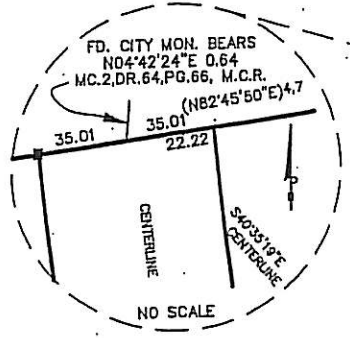
#009 FEE \$12.00

SHEET 1 OF 3 SHEETS

MAPS 74
DRAWER 14
PAGE 4



Exhibit G



M.C. 2, DR. 64, PG. 21, M.C.R.
 LOT 74 Y.R.

LOT 73 Y.R.

REDWOOD BUSINESS PARK OF UKIAH

CALIF. STATE HIGHWAY 101

NORTHWESTERN PACIFIC RAILROAD

MENDOCINO BREWING COMPANY

M.C. 2, DR. 61, PG. 37 & 38, M.C.R.

SEE SHEET 3

PARCEL 3

CURVE TABLE			
C1	$\Delta = 10^{\circ}57'44''$	$R = 2369.00$	$L = 453.25$
C2	$\Delta = 17^{\circ}08'11''$	$R = 125.00$	$L = 37.39$
C3	$\Delta = 15^{\circ}25'37''$	$R = 125.00$	$L = 33.66$
C4	$\Delta = 91^{\circ}43'33''$	$R = 289.00$	$L = 462.67$

CENTERLINE EXISTING 20' WIDE SANITARY SEWER LINE EASEMENT PER BOOK 483, O.R., PAGE 378, M.C.R.

FROM NW CORNER PARCEL 1, S 82°45'50" W, 22.22' TO THE POINT OF BEGINNING, THENCE THE FOLLOWING:
 S40°35'19"E, 726.57 (N41°26'30"W)^B
 S15°47'12"E, 463.24 (N16°27'50"W)^B
 TO WESTERLY LINE CALIFORNIA STATE HIGHWAY 101.

LEGEND

- = 1/2" PIPE WITH A PLASTIC PLUG STAMPED L.S.4873 SET THIS SURVEY.
- = FOUND PIPES AS SHOWN ON A MAP FILED IN MAP CASE 2, DRAWER 61, PAGE 37, M.C.R.
- ✕ = FOUND PIPES AS SHOWN ON A MAP FILED IN MAP CASE 2, DRAWER 62, PAGE 30, M.C.R.
- △ = FOUND CONCRETE MONUMENT WITH 2 3/8" BRASS DISC STAMPED CALIFORNIA DIVISION OF HIGHWAYS.
- = SET LEAD AND TAG IN CONCRETE BOX.
- ▲ = FOUND PIPES AS SHOWN ON A MAP FILED IN MAP CASE 2, DRAWER 64, PAGE 21, M.C.R.
- T.S. = THIS SURVEY.
- ||||| = ACCESS RESTRICTED PER 599 O.R., PG. 598, M.C.R.

() = RECORD BEARINGS AND DISTANCES AGREE WITH THIS SURVEY UNLESS SHOWN OTHERWISE. RECORD DATA FROM:

1. MAP CASE 2, DRAWER 61, PAGE 37, M.C.R.
2. BK. 2260 O.R., PG. 642, M.C.R.
3. BK. 2294 O.R., PG. 218, M.C.R.
4. BK. 2183 O.R., PG. 338, M.C.R.
5. CALIF. DIVISION OF HIGHWAYS MAP D1-MEN-101-22.16 AND 22.77, 1980. MONUMENTATION MAPS FILED IN EUREKA, CALIF.
7. MAP CASE 2, DRAWER 64, PAGE 21, M.C.R.
8. BK. 483 O.R., PG. 378, M.C.R.

BASIS OF BEARINGS

NORTH 69°12'24" EAST, BETWEEN FOUND MONUMENTS AS SHOWN ON A MAP FILED IN MAP CASE 2, DRAWER 61, PAGE 37, MENDOCINO COUNTY RECORDS.

NOTES

1. ALL DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. ALL NATURAL CREEKS AND DRAWS CONSTITUTE A DRAINAGE EASEMENT, WIDTH OF THE SAID EASEMENT BEING 20 FEET WIDE OR TO THE HIGH WATER LEVEL PLUS 5 FEET HORIZONTAL DISTANCE, WHICHEVER IS GREATER.
3. BEARINGS ARE IN TERMS OF THE CALIFORNIA COORDINATE SYSTEM, ZONE 2, AS PER MAPS FILED IN M.C. 2, DR. 61, PG. 37, M.C.R. AND M.C. 2, DR. 47, PG. 24, M.C.R. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.
4. DEED RECORDED IN BOOK 2183 O.R., PAGE 338, M.C.R. AND NOTE #5 IN LEGEND ABOVE ARE IN TERMS OF CALIF. GRID, ZONE 2, 1980. TO CONVERT GRID TO GROUND MULTIPLY DISTANCES BY 1.0001031.
5. DEED RECORDED IN BOOK 2183 O.R., PAGE 338, M.C.R. AND NOTE #5 IN LEGEND ABOVE ARE IN TERMS OF CALIF. GRID, ZONE 2, 1980. TO CONVERT GRID TO GROUND MULTIPLY DISTANCES BY 1.0001031.

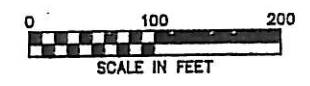
ADDITIONAL NOTES

- (A) = FROM B.C. ON CENTERLINE, A FOUND CITY MON. AS PER M.C. 2, DR. 64, PG. 66, M.C.R. BEARS S20°35'43"E, 0.30.
- (B) = FROM INTERSECTION, A FOUND CITY MON. AS PER M.C. 2, DR. 64, PG. 66, M.C.R. BEARS N50°15'57"E, 0.11.

PARCEL MAP

OF MINOR SUBDIVISION # 04-51
 BEING A PORTION OF LOT 73
 OF THE YOKAYO RANCHO
 IN THE CITY OF UKIAH

MENDOCINO COUNTY, CALIFORNIA
 OCTOBER, 2004



SHEET 2 OF 3 SHEETS

MAPS
 DRAWER 74
 PAGE 5

069

STAT. "B15" 635+55.37 P.O.T.

STAT. 644+00.00 P.O.T.



PARCEL 1

20 FOOT WIDE SANITARY SEWER LINE EASEMENT AS DESCRIBED IN DEED BK. 483 O.R., PG. 378, M.C.R.

SEE SHEET 2

MENDOCINO BREWING COMPANY
BK. 2294 O.R., PG. 218, M.C.R.

M.C. 2, DR. 61, PG. 37 & 38, M.C.R.

NORTHWESTERN PACIFIC RAILROAD
CENTERLINE
15' EASEMENT TO P.T. & T.
PER BK. 1199 O.R., PG. 171, M.C.R.

BASIS OF BEARINGS
(S 69°12'24" W 627.94)1,3
(S 20°47'36" E)3
(S 69°12'24" W 310.00)3
(S 69°12'24" W 310.00)3

PARCEL 3
8.02 ACRES

15' EASEMENT TO P.T. & T.
PER BK. 1199 O.R., PG. 171, M.C.R.

16D NAIL WITH 1-1/4" DIAMETER WASHER
STAMPED LS 4873 AS PER M.C. 2, DR. 54,
PG. 60, M.C.R. LOCATED PREVIOUS SURVEY.

LOT 73

LOT 71

NORGARD PROPERTIES INC.
INSTR. NO. 2002-06799,
M.C.R.

STAT. 644+00.00 P.O.T.

CENTERLINE

(S 02°29'45" E 844.63)5
S 02°29'15" E 844.98

CALIFORNIA STATE HIGHWAY 101

STAT. "B15" 635+55.37 P.O.T.

1" PIPE WITH A PLASTIC PLUG STAMPED
LS 3234 AS PER M.C. 2, DR. 54, PG. 60,
M.C.R. LOCATED PREVIOUS SURVEY.

Δ = 03°00'05"
R = 2395.24
(R = 2395.00)5
L = 125.47

Δ = 03°00'05"
R = 2395.24
(R = 2395.00)5
L = 125.47

NO SCALE

LEGEND

- = 1/2" PIPE WITH A PLASTIC PLUG STAMPED L.S.4873 SET THIS SURVEY.
- = FOUND PIPES AS SHOWN ON A MAP FILED IN MAP CASE 2, DRAWER 61, PAGES 37 AND 38, M.C.R.
- ✕ = FOUND PIPES AS SHOWN ON A MAP FILED IN MAP CASE 2, DRAWER 62, PAGES 30, M.C.R.
- △ = FOUND CONCRETE MONUMENT WITH 2 3/8" BRASS DISC STAMPED CALIFORNIA DIVISION OF HIGHWAYS.
- = MONUMENT FOUND AS NOTED.
- T.S. = THIS SURVEY.
- ||||| = ACCESS RESTRICTED AS PER BK. 599 O.R., PG. 598, M.C.R.
- () = RECORD BEARINGS AND DISTANCES AGREE WITH THIS SURVEY UNLESS SHOWN OTHERWISE. RECORD DATA FROM:
 1. MAP CASE 2, DRAWER 61, PAGES 37 AND 38, M.C.R.
 2. BK. 2260 O.R., PG. 642, M.C.R.
 3. BK. 2294 O.R., PG. 218, M.C.R.
 4. BK. 2183 O.R., PG. 338, M.C.R.
 5. CALIF. DIVISION OF HIGHWAYS MAP 01-MEN-101-22.16 AND 22.77, 1980. MONUMENTATION MAPS FILED IN EUREKA, CALIF.
 6. MAP CASE 2, DRAWER 54, PAGE 60, M.C.R.
 8. INSTR. NO. 2006-00000, M.C.R.

BASIS OF BEARINGS

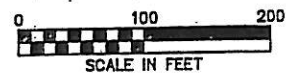
NORTH 69°12'24" EAST, BETWEEN FOUND MONUMENTS AS SHOWN ON A MAP FILED IN MAP CASE 2, DRAWER 61, PAGES 37 AND 38, MENDOCINO COUNTY RECORDS.

NOTES

1. ALL DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. ALL NATURAL CREEKS AND DRAWS CONSTITUTE A DRAINAGE EASEMENT, WIDTH OF THE SAID EASEMENT BEING 20 FEET WIDE OR TO THE HIGH WATER LEVEL PLUS 5 FEET HORIZONTAL DISTANCE, WHICHEVER IS GREATER.
3. BEARINGS ARE IN TERMS OF THE CALIFORNIA COORDINATE SYSTEM, ZONE 4, AS PER MAP FILED IN M.C. 2, DR. 61, PG. 37, M.C.R. AND M.C. 2, DR. 47, PG. 24, M.C.R. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.
4. DEED RECORDED IN BOOK 2183 O.R., PAGE 338, M.C.R. AND NOTE #5 IN LEGEND ABOVE ARE IN TERMS OF THE CALIF. GRID, ZONE 2, 1980. TO CONVERT GRID TO GROUND MULTIPLY DISTANCES BY 1.0001031.

PARCEL MAP
OF MINOR SUBDIVISION # 04-51
BEING A PORTION OF LOT 73
OF THE YOKAYO RANCHO
IN THE CITY OF UKIAH

MENDOCINO COUNTY, CALIFORNIA
OCTOBER, 2004



SHEET 3 OF 3 SHEETS

MAPS
DRAWER 74
PAGE 6

069

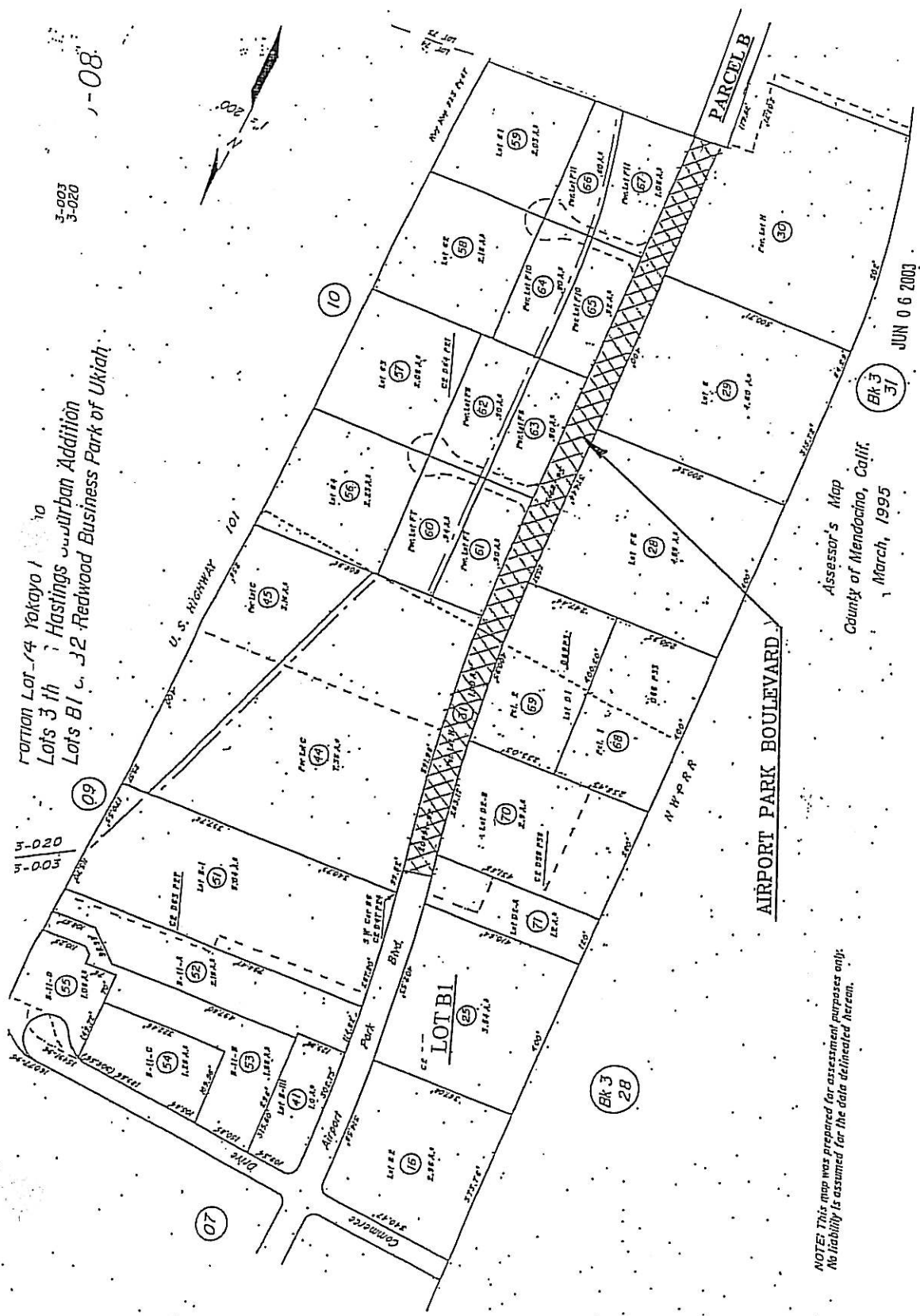
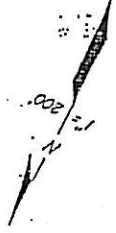


Exhibit H

Portion Lot 4 Yokayo 1
 Lots 3 th Hastings Urban Addition
 Lots B1 c. J2 Redwood Business Park of Ukiah

3-003
 3-020

1-08



JUN 06 2003
 BK 3
 31

Assessor's Map
 County of Mendocino, Calif.
 March, 1995

AIRPORT PARK BOULEVARD

NOTE: This map was prepared for assessment purposes only.
 No liability is assumed for the data delineated hereon.

AIRPORT PARK BOULEVARD MAP

AIRPORT PARK BOULEVARD LEGAL DESCRIPTION

Commencing at the southwest corner of Lot B6 as shown on the map of Redwood Business Park of Ukiah filed in Case 2, Drawer 47, Page 24, Mendocino County Records; said point also being the northeast corner of that parcel of land dedicated to the City of Ukiah for roadway purposes in Book 2024, Official Records, Page 518, Mendocino County Records; thence along the easterly line of said City of Ukiah lands from a tangent bearing of S 14°33'42" E, along a curve to the left having a radius of 3,965.00 feet through a central angle of 0°49'56" for an arc length of 57.60 feet to the southeast corner thereof and the True Point of Beginning of this Description; thence from said point of beginning from a tangent bearing of S 15°23'38" E, along a curve to the left having a radius of 3,965.00 feet through a central angle of 0°36'21" for an arc length of 41.92 feet to a point of reverse curvature; thence from a tangent bearing of S 15°59'59" E, along a curve to the right having a radius of 4,035.00 feet, through a central angle of 10°23'15" for an arc length of 731.53 feet; thence S 5°36'44" E, 1,119.01 feet to the south line of the lands of Redwood Business Park; thence S 82°45'50" W, 70.03 feet; thence N 5°36'44" W, 1,120.99 feet; thence from a tangent bearing of N 5°36'44" W, along a curve to the left having a radius of 3,965.00 feet through a central angle of 6°09'48" for an arc length of 426.52 feet to the southeast corner of Lot D2-B as shown on the Parcel Map filed in Case 2, Drawer 58, Page 38, Mendocino County Records; thence along the easterly line of said Lot D2-B from a tangent bearing of N 11°46'32" W, along a curve to the left having a radius of 3,965.00 feet through a central angle of 4°13'27" for an arc length of 292.32 feet to a point of reverse curvature; thence from a tangent bearing of N 15°59'59" W, along a curve to the right having a radius of 4,035.00 feet through a central angle of 0°36'21" for an arc length of 42.67 feet to the southwest corner of the aforementioned City of Ukiah lands; thence leaving said easterly line of Lot D2-B and along the southerly line of said City of Ukiah lands, N 74°36'22" E, 70.00 feet to the southeast corner thereof and the True Point of Beginning.



Exhibit I

EXHIBIT I
RELEASE(RS)

This Agreement is made and entered in Ukiah, California, among REDWOOD BUSINESS PARK OF UKIAH, a California Limited Partnership ("RBP"), FYHRCO, Inc. ("FYHRCO"), a Nevada corporation TKH Coastal Property Investments, LLC ("Coastal") and TKH Ukiah Property, LLC ("TKH"), and their general and limited partners and members (collectively, the "Parties"); provided, however, that this Agreement shall become effective and binding on the Parties ("Effective") only if and when escrow closes as provided in the Agreement for Purchase and Sale of Real Property (the "Purchase Agreement") among Coastal, TKH, the City of Ukiah ("City") and the Ukiah Redevelopment Agency ("Agency"), dated June , 2009. This Agreement is made with reference to:

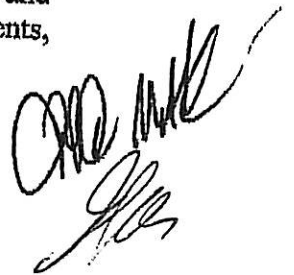
A. The following promissory notes (the "Notes"):

1. A promissory note from Coastal to RBP, dated March 3, 2008, in the principal amount of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.) (the "RBP Note") for the purchase of Lots G-1, G-2, and F-11. A copy of the RBP Note is attached hereto and incorporated herein by reference as Exhibit 1;
2. A promissory note from Coastal to FYHRCO, dated March 3, 2008, in the principal amount of EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$850,000) (the "FYHRCO Note") for the purchase of Parcel 1. A copy of the FYHRCO Note is attached hereto and incorporated herein by reference as Exhibit 2;
3. The RBP Note is secured by a deed of trust in favor of RBP as the beneficiary (the "RBP DOT"), recorded on March 3, 2008, in the Official Records of Mendocino County, as Document No. 2008-02858. A copy of the RBP DOT is attached hereto and incorporated herein by reference as Exhibit 3; and
4. The FYHRCO Note is secured by a deed of trust in favor of FYHRCO as the beneficiary (the "FYHRCO DOT"), recorded on March 3, 2008, in the Official Records of Mendocino County, as Document No. 2008-02853. A copy of the FYHRCO DOT is attached hereto and incorporated herein by reference as Exhibit 4.

B. The following deeds of trust (the "Security Documents"):

1. The RBP DOT encumbers Lots G-1, G-2, and F-11, respectively, which are identified as such on Parcel Map # 97-07, which map is attached hereto and incorporated herein by reference as Exhibit 5; and
2. The FYHRCO DOT encumbers Parcel 1, which is identified as such on Parcel Map # 04-51, which map is attached hereto and incorporated herein by reference as Exhibit 6.

C. The course of dealing and all acts, omissions, and representations by and among the Parties (1) preceding the execution of the Notes and Security Documents,



(2) when the Notes and Security Documents were executed and (3) on and after the date they were executed (the "Events").

AGREEMENT

When this Agreement becomes Effective, each party hereto—on behalf of itself and on behalf of each of its respective heirs, executors, administrators, trustees, beneficiaries, parents, subsidiaries, affiliated and related entities, officers, directors, principals, agents, employees, servants, representatives, and all persons, firms, associations, and/or corporations connected with them, including, without limitation, their insurers, sureties and attorneys—hereby releases and forever discharges each other party hereto—and each other party's respective heirs, executors, administrators, trustees, beneficiaries, predecessors, successors, assigns, partners, partnerships, parents, subsidiaries, affiliated and related entities, officers, directors, principals, agents, employees, servants, representatives, and all persons, firms, associations, and/or corporations connected with them, who are or may ever become liable to them, including, without limitation, their insurers, sureties and attorneys—of and from any and all claims, demands, causes of action, obligations, damages, (incidental, consequential, ensuing, resulting, or otherwise), losses, costs, attorneys' fees and expenses, and defenses of every kind and nature whatsoever, known or unknown, latent or patent, fixed or contingent, which any party hereto may now have or may hereafter have against the other(s) related to the Notes, the Security Documents and the Events, including, but not limited to the enforceability and/or validity of same.

Each party hereto has had the benefit of counsel, has been advised of and understands this agreement and knowingly and specifically waives its rights under *California Civil Code* Section 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Each party hereto agrees that the term "creditor" as set forth in said section shall be defined to include the Parties.

In any action or proceeding arising under, pertaining to or to enforce this Release, the prevailing party shall be entitled to recover from the other party or parties in any such action or proceeding in addition to its costs reasonable attorneys' fees in an amount to be fixed by the court.

WHEREFORE, the Parties have entered this Agreement when it becomes Effective.

RBP

By:



FYHRCO



TKH

By: _____

COASTAL Property Investments, LLC

By:

Wendy ...
CO MANAGING MEMBER

By: _____

Rebecca R. ...

CO MANAGING MEMBER

4/11/09

DATE

[Handwritten mark]

When recorded return to:
Ukiah Redevelopment Agency
Ukiah Civic Center
300 Seminary Avenue
Ukiah, CA. 95482

OPTION AGREEMENT TO PURCHASE REAL PROPERTY

This Option Agreement to Purchase Real Property (the "Option Agreement") is made and entered on _____, 2009 ("Effective Date"), in Ukiah, California by and between REDWOOD BUSINESS PARK OF UKIAH, a California Limited Partnership ("RBP") and UKIAH REDEVELOPMENT AGENCY, a public body, corporate and politic ("Agency") collectively referred to at times in this Agreement as "the Parties." This Agreement shall become effective and binding on the Parties only upon the execution of this Agreement and the execution of the Assignment and Assumption Agreement between the Parties dated _____, 2009.

RECITALS

A. RBP owns certain real property in the City of Ukiah, Mendocino County, California, more commonly known as Lot H as described in the deed, recorded at Book 2183, Page 338, Official Records of Mendocino County ("OR"), Lot G as described in the deed recorded at Book 2183, Page 335, OR, and Lot F6 as described in the deed recorded at Book 2183, Page 340, OR, all consisting of 14.75 acres more or less ("the Property").

B. At or concurrently with the Close of the TKH Escrow, defined below at paragraph 1.1, Agency will own that certain property in the City of Ukiah, Mendocino County, California known as Lots G-1, G-2, F-10 and F-11 on that certain Parcel Map MS # 97-07, recorded in Map Case 2, Drawer 64, Page 21, OR and Parcel 1 on Parcel Map # 04-51 recorded at Map Drawer 74, Page 4, OR. Collectively, Lots G-1, G-2, F-10, F-11 and Parcel 1 are referred to herein as "Agency's Property."

C. Agency is acquiring the Agency's Property to assemble the property to enhance its potential for development and in furtherance of the goals of the Ukiah Redevelopment Plan.

D. Agency seeks an option to purchase the Property from RBP to further enhance the potential for development of the Airport Industrial Park.

s:\zm\dr\agrmts94\ftbragg.bod
June 12, 2009

1196437v3 04513/0003

E. RBP is willing to provide Agency with this Option to purchase the Property because it has a long term interest in the successful development of the Airport Industrial Park.

AGREEMENTS

In consideration of the above-recited facts, and the terms and conditions as further stated herein, the parties hereby agree as follows:

1. **Option.** For the period of three (3) years (the "Option Period"), beginning at the Close of TKH Escrow, as defined below, and continuing until August 3, 2012, and subject to the further conditions, as set forth in paragraph 2, below, RBP hereby grants to Agency an irrevocable option ("Option") to purchase the Property for fair market value ("the Purchase Price"), as determined according to paragraph 3 below, and other commercially reasonable terms and conditions. For the Option, Agency shall pay RBP Seven Hundred Five Thousand One Hundred Twenty Six Dollars (\$705,126.00), consisting of: an "Option Payment" of Two Hundred Fifty Thousand One Hundred Twenty Dollars (\$250,120, representing 12% of the assessed value of the Property for the 2009-2010 tax year as shown on the Mendocino County Tax Roll; Three Hundred Eighty-Two Thousand Seven Hundred Thirty-three Dollars (\$382,733.00), representing three (3) years prepaid interest on the value of the property as shown on the Mendocino County Tax Roll for each year during the Option Period ("the Property Value") at a 6% simple annual rate ("Prepaid Interest"); and Seventy-two Thousand Two Hundred Seventy-three Dollars (\$72,273.00), representing a pre-payment of three (3) years of estimated property taxes on the Property Value ("Pre-paid Property Taxes"). In this Agreement, the Option Payment, Prepaid Interest and Prepaid Property Taxes shall constitute the total consideration for this option to purchase the Property and shall be called "the Total Option Payment." RBP's right to the Total Option Payment is not conditioned in any manner on Agency's exercise of the Option to purchase the Property nor shall Agency be entitled to any refund in the event the Option is not exercised.

1.1 As used in this Agreement, the term "Close of TKH Escrow," means the close of escrow and the recordation of the deeds conveying the Agency's Property to Agency in accordance with the terms of the Agreement for the Purchase and Sale of Real Property ("TKH Agreement") between Agency and TKH Coastal Property Investments, LLC, a Florida limited liability company, and TKH Ukiah Property, LLC, a California limited liability company (collectively, "TKH"), dated _____, 2009.

1.2 Within five (5) days of the Effective Date, Agency shall open escrow with a title company of RBP's choice ("Title Company") for the acquisition of the Option ("Option Escrow"). In accordance with escrow instructions approved by the Parties, the Total Option Payment shall be deposited by Agency into escrow prior to the close of the option escrow ("Close of Option Escrow"), and shall be paid to RBP at the Close of Option Escrow, which shall occur concurrent with the Close of TKH Escrow, subject to all of the

following:

a. Agency shall have 30 days from the date Option Escrow is opened to approve a preliminary title report issued by Title Company on the condition of title to the Property. If Agency disapproves the report, it must provide written notice to RBP within the 30-day period of such disapproval and Agency shall have no further obligations under this Agreement. and shall be entitled to the return of from RBP of any money or documents deposited with the escrow agent. If Agency fails to provide such timely written notice, it shall be deemed to have waived all objections to title. Agency shall have the right to a CLTA title insurance policy prior to Closing in the amount of the Total Option Payment, listing only those exceptions approved by Agency, if such policy is available from a title company doing business in Mendocino County.

b. Agency shall have 30 days from the date Option Escrow is opened to obtain and approve any inspections of the Property as it deems necessary. RBP shall provide Agency and its inspectors with reasonable access to the Property for inspection purposes. If Agency wants to perform any invasive testing, it shall so notify RBP, who shall agree, if reasonable, to the testing or inspection, provided Agency agrees to, and does, restore the inspected or tested Property to the condition it was in prior to the test or inspection at its own expense and provides adequate security for such repair or restoration. Agency shall indemnify and hold RBP harmless for any injury or damages to any person or property, resulting from, and/or as a consequence of, any testing Said indemnification shall include Agency's obligation to defend RBP, at Agency's sole expense, through counsel selected and paid by Agency, against any and all claims, suits, or actions however characterized, subject to RBP's full cooperation with said defense.. If Agency disapproves a timely inspection report, it must provide written notice of such disapproval to RBP .Agency shall have no further obligations under this Option Agreement and shall be entitled to the return of any money or documents deposited with the escrow agent, if it gives RBP timely written notice that it disapproves of a timely inspection report, a copy of which it has provided to RBP. If Agency fails to provide such timely written notice, it shall be deemed to have waived all objections to the condition of the Property and the Option Escrow shall close.

c. Within 30 days from the Effective Date, RBP shall furnish to Agency all reports and documents concerning the Property which it has in its possession or under its control, including, but not limited to, surveys, environmental reports, geotechnical reports, and, notes, letters, maps or other documents pertaining to surveys and environmental or geotechnical information about the Property.

d. Agency shall have no obligation to acquire and RBP shall have no obligation to sell the Option, unless or until Close of Option Escrow .

e. Agency shall have no obligation to acquire the Option, unless or until Agency has complied with the California Environmental Quality Act ("CEQA") by determining that the purchase does not require environmental review or by adopting a notice of exemption, negative declaration or environmental impact report, as determined by the Agency.

f. Except as provided in section 1.3, at Close of Option Escrow, RBP shall have the right to retain the entire Total Option Payment if Agency fails to exercise the option to purchase the Property.

1.3 Further, RBP shall not convey title to the Property or any interest therein during the option period without the express written approval of the Agency. If RBP breaches this provision of this Option Agreement, Agency shall be entitled to recover the Total Option Payment and any costs it has incurred to market the Property, in addition to any other damages or remedies available at law or in equity.

2. Conditions to Exercise of Purchase Option. The Agency's right to exercise the purchase option during the Option Period is subject to the following conditions.

2.1 Agency may not exercise its purchase Option unless, as of the Option Notice Date, the City of Ukiah has issued building permits for more than 120,000 square feet of Retail/Commercial Development on any or all of the Agency's Property and Lots F8 and G3, as numbered and designated on that certain Parcel Map No. M.S. 97-07 filed in Map Case 2, Drawer 64, Pages 21

2.2 If Agency validly exercises the Option within the Option Period, a pro rata portion, if any, of Prepaid Interest and Prepaid Property Taxes, which have not yet accrued, shall be applied to the Purchase Price. The Prepaid Interest and Prepaid Property Taxes shall be apportioned to the Purchase Price based on a 365 day year and the number of days that have elapsed from Close of the TKH Escrow until escrow closes on the Agency's purchase of the Property.

2.3 "Retail/Commercial" defined – "Retail/Commercial", as used in this Agreement, means the area of buildings to be lawfully occupied and used by businesses selling retail goods to the general public or engaged in other commercial uses permitted or allowed on the Agency's Property and Lots F8 and G3 by the applicable City of Ukiah land use ordinances and regulations.

3. Terms of Purchase of the Property. To validly exercise the Option, Agency shall give RBP written notice at least 45 days prior to the expiration of the Option Period that the condition in paragraph 2.1 has been satisfied or will be satisfied by the last day of the Option Period and that it is exercising its Option to purchase the Property in accordance with the terms of this paragraph 3 ("Option Notice"). The date when the notice is given shall be called in this Agreement "the Option

Notice Date.”

3.1 **Purchase Price:** RBP agrees to accept from Agency and Agency agrees to pay fair market value for the purchase of the Property upon exercise of the purchase Option with no credit or offset being given for Agency’s payment of the Total Option Payment. Unless the parties agree to another method of determining fair market value, fair market value shall be the appraised fair market value of the Property on the Option Notice Date, based on comparable sales, excluding any sales of property by Agency, City of Ukiah, or affiliated entity. An appraisal in accordance with the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board of the Appraisal Foundation shall be made by an appraiser approved by Agency and RBP. Each party shall pay one-half (1/2) of the appraisal fee. If the Parties fail to agree on a single appraiser within 10 days after the Option Notice Date, each party shall retain an appraiser at its own expense. The appraisal or appraisals shall be completed within thirty (30) days after the appraiser or appraisers are retained. If the appraised fair market values determined by the two appraisals are within 10% of each other, the fair market value shall be the average of the two appraisals. Otherwise, the two appraisers shall select a third appraiser to review both appraisals and decide which is the more accurate. The party whose appraisal is found less accurate shall pay the fee of the third appraiser.

3.2. **Condition of Title:** Title to the Property shall be free and clear of all liens, except for any property taxes not yet due, existing recorded easements, CC&R’s, or deed restrictions, and all leases, liens, easements and encumbrances not approved by Agency prior to Close of Purchase Escrow, as provided in paragraph 3.3, below.

3.3 **Escrow:** Agency shall open escrow with Title Company within five (5) days from the Option Notice Date to purchase the Property (“Purchase Escrow”). The parties shall deliver escrow instructions to the escrow agent within 14 days from the Option Notice Date, which shall include the following:

a. **Closing date:** Purchase Escrow for the acquisition of the Property shall close within ninety (90) days from the Option Notice Date, unless otherwise extended by the mutual consent of Agency and RBP.

b. **Preliminary title report and title insurance:** Agency shall have 30 days from the Option Notice Date to approve a preliminary title report. Agency may disapprove the report only if exceptions are reported which did not appear in the preliminary title report issued under paragraph 1.2.a above, excepting taxes and assessments due. If Agency disapproves the report, it must provide written notice of such disapproval to RBP. Agency shall have no further obligations under this Agreement.. If Agency fails to provide such timely written notice, it shall be deemed to have waived all objections to title. The Title Company must issue prior to closing a CLTA title insurance policy in the amount of the total purchase price, listing only those exceptions approved by Agency as provided in

paragraph 1.2.a, above.

c. Inspections and Condition of Premises: Agency shall have 30 days from the Option Notice Date to obtain and approve any inspections of the Property as it deems necessary to determine whether there have been any changes to the condition of the Property since Close of Option Escrow, as defined in paragraph 1.2, above. RBP shall provide Agency and its inspectors with reasonable access to the Property for inspection purposes. If Agency wants to perform any invasive testing, it shall so notify RBP, who shall agree, if reasonable, to the testing or inspection, provided Agency agrees to, and does, restore the inspected or tested Property to the condition it was in prior to the test or inspection at its own expense and provides adequate security for such repair or restoration. Agency shall indemnify and hold RBP harmless for any injury or damages to any person or property, resulting from, and/or as a consequence of, any testing. Said indemnification shall include Agency's obligation to defend RBP, at Agency's sole expense, through counsel selected and paid by Agency, against any and all claims, suits, or actions however characterized, subject to RBP's full cooperation with said defense.. If Agency determines that the condition of the Property has changed since Close of Option Escrow and that it disapproves a timely inspection report on that basis, it must provide written notice of such disapproval to RBP. RBP shall have ten (10) days from the date of such notice from Agency to present evidence to Agency that the condition of the property has not changed. If Agency and RBP do not agree on the condition of the Property the dispute shall be resolved by binding arbitration in accordance with paragraph 4.10, below. If the parties agree or the arbitrator decides that there has been a material change in the condition of the Property since Close of Option Escrow, Agency shall have no further obligations under this Agreement.

d. RBP Disclosures: RBP discloses the following information concerning the condition of the Property:

(1) **Flood Hazard Area Disclosure:** The Property or a portion thereof is not located within a Federal Emergency Management Agency (FEMA) "Special Flood Hazard Area."

(2) **Geologic Hazard Zone:** The Property is not located within a Special Studies Zone as designated under Public Resources Code §§ 2021-2625.

e. Closing costs: Agency and RBP shall each pay one-half of all escrow fees. Agency shall pay all the title insurance costs of said conveyance. Assessments and insurance premiums, if any, shall be prorated between the parties from the date the deed is recorded in the official records of Mendocino County. All pro-rations shall be made on the basis of a 365 day year or 30 day month as applicable.

f. **Payment of purchase:** Agency shall deposit the Purchase Price with the Title Company by certified check or electronic funds transfer on or before the date established for the Close of Purchase Escrow on the purchase of the Option Property.

g. **Tax Withholding:** Under the Foreign Investment in Real Property Tax Act (FIRPA; 26 USC §1445), every buyer of U.S. real property must, unless an exemption applies, deduct and withhold from a seller's proceeds 10% of the gross sales price. No withholding is required if the Agency certifies under penalty of perjury that it is not a foreign person within the meaning of the Act. The Agency hereby certifies under penalty of perjury that it is not a "foreign person" within the meaning of FIRPA and RBP is not required to and shall not withhold any portion of the gross sales price for state or federal capital gains tax.

h. **Right of Possession:** Agency's right of possession shall commence upon close of Purchase Escrow on the Property.

3.4 On or after the Option Notice Date, the Parties shall negotiate in good faith any additional terms and conditions on the purchase of the Property, which are commercially reasonable and commonly included in an agreement for the purchase of commercial real property in the City of Ukiah.

4. **Miscellaneous provisions.**

4.1 **Notices.** Except as otherwise expressly provided herein, any written notice required by this Option Agreement shall be deemed given and received when personally served by personal delivery, overnight delivery or fax or 48 hours after being placed in the United States mail, with proper first class postage prepaid, and addressed as follows:

To Agency:
Attention: Jane Chambers
Ukiah Civic Center
300 Seminary Ave.
Ukiah, CA. 95482
FAX: (707) 462-6204

To RBP:
Gary Akerstrom
425 Talmage Road
Ukiah, CA. 95482
FAX: (707) 462-5681

Any party hereto may give notice of an address change under the provisions of this paragraph and thereafter all notices shall be given to that address.

4.2 **Counterparts:** This Agreement may be executed in counterparts.

4.3 **Partial Invalidity:** If any term or provision of this Agreement shall be deemed by a Court of Law to be invalid or unenforceable to any extent, the remainder of this

Agreement will not be affected thereby, and each remaining term and provision of this Agreement will remain valid and enforceable to the fullest extent permitted by law.

4.4 **Waivers.** No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of time for performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.

4.5 **Successors and Assigns.** This Option Agreement is binding upon and inures to the benefit of the Parties' successor and assigns.

4.6 **Entire Agreement.** This Option Agreement constitutes the entire contract between the parties hereto and may not be modified except by an instrument in writing signed by the party to be charged.

4.7 **Time of Essence.** Agency and RBP hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision hereof.

4.8 **Construction.** The Parties agree and their respective advisors believe that this Agreement is the product of all of their efforts, that it expresses their agreement and that it should not be interpreted in favor of or against either party.

4.9 **Governing Law.** The Parties expressly agree that this Option Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. The Parties mutually consent to jurisdiction and venue in the courts of Mendocino County and waive any objections to the jurisdiction or venue of such courts.

4.10 **Arbitration:** Any dispute arising from this Agreement between the parties shall be resolved by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, provided that the arbitration shall be referred to the AAA only if Agency and RBP fail to agree on a single arbitrator to conduct the arbitration within ten (10) days that either party requests arbitration and that, whether or not referred to the AAA, the arbitrator shall render his or her decision within thirty (30) days after he or she is selected by the Parties or appointed by the AAA.

4.11 **Paragraph Headings.** The paragraph headings contained herein are for convenience and reference only and are not intended to define or limit the scope of this Option Agreement.

4.12 **Recordation.** Each party shall have the signature of its authorized representative signing this Option Agreement notarized and the Title Company shall record the

original agreement in the Official Records of Mendocino County.

Entered on the Effective Date.

AGENCY

RBP

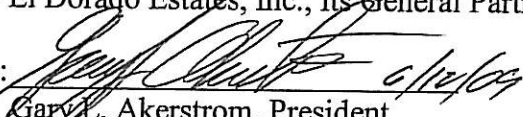
Ukiah Redevelopment Agency

REDWOOD BUSINESS PARK OF UKIAH,
A California Limited Partnership

By: _____
Jane Chambers,
Executive Director

By El Dorado Estates, Inc., Its General Partner

ATTEST:

By: 
Gary L. Akerstrom, President
El Dorado Estates, Inc.

Linda Brown, City Clerk

Approved as to form:

Approved as to form:

City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California


County of Mendocino

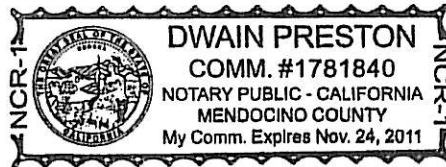
On 6-12-09 before me, DWAIN PRESTON, Notary Public,
DATE

personally appeared GARY L. AVERSTROM
NAME(S) OF SIGNER(S)

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


SIGNATURE OF NOTARY



THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

TITLE OR TYPE OF DOCUMENT OPTION Agreement to purchase

Real Property

NUMBER OF PAGES 10 DATE OF DOCUMENT 6-12-09

SIGNER(S) OTHER THAN NAMED ABOVE JANE CHAMBERS, LINDA BROWN

copy attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement is entered on _____, 2009 ("Effective Date"), in Ukiah, California, by and between the Ukiah Redevelopment Agency ("Buyer"), the redevelopment agency for the City of Ukiah, and TKH Coastal Property Investments, LLC ("Coastal") and TKH Ukiah Property, LLC ("TKH") (collectively, "Seller").

1. **Sale of Premises:** Subject to the conditions in paragraph 2, Seller agrees to sell and Buyer agrees to buy that certain unimproved real property located in the City of Ukiah, Mendocino County, California known as Mendocino County Assessor Parcel Numbers ("APN") 180-080-58, 59, 64, 65, 66 and 67, also known as G-1, G-2, F-10 and F-11 on that certain Record of Survey recorded in Map Case 2, Drawer 64 of the Official Records of Mendocino County, a true and correct copy of which is attached hereto as Exhibit A and APNs 180-110-8, 9 and 10 ("Parcel 1"), as more particularly described in the attached Exhibit B, which is incorporated herein by reference. Collectively, Parcels G-1, G-2, F-10 and F-11 and Parcel 1 are referred to herein as "the Property."

2. Conditions:

a. On Buyer's obligation to buy. Buyer shall have no obligation to buy the Property from Seller, unless or until:

i. it has entered satisfactory agreements as follows:

(1) with Legacy Four-Ukiah, LLC ("Legacy"), a California limited liability company to buy certain properties ("Legacy Properties") from Legacy with escrow to close simultaneously with the recordation of the deeds to the Property; and

(2) with Redwood Business Park of Ukiah, a California Limited Partnership and FYHRCO, Inc., a Nevada Corporation (and any other persons or entities owning interests in the Notes) (collectively "Redwood") whereby Buyer shall assume all liability under all those certain promissory notes ("the Notes") and deeds of trust ("Deeds of Trust") on the Property under which Redwood is the lender and beneficiary (the "Assignment and Assumption Agreement"). Seller hereby consents to the assumption of the Notes by Buyer upon recordation of the deeds conveying to Buyer title to the Property. Seller, FYHRCO and Redwood, shall mutually release each other from all liabilities arising under the Notes and all transactions and occurrences among them that occurred prior to the Effective Date. The Release shall be in the form of Exhibit C, attached hereto.

ii. Buyer has complied with the California Environmental Quality Act ("CEQA") by determining that the purchase does not require environmental review or by adopting a notice of exemption, negative declaration or environmental impact report, as determined by

Buyer.

b. On Seller's obligation to sell: Seller shall have no obligation to sell the Property to Buyer, unless the following conditions are satisfied:

i. On or before July 31, 2009, or any extension thereof approved in writing by Seller, Buyer has provided notice to Seller that it has complied with CEQA;

ii. On or before June 20, 2009, or any extension thereof approved in writing by Seller, Buyer has notified Seller that it has entered escrow on its purchase of the Legacy Properties with escrow to close simultaneously with the close of recordation of the deeds on the purchase of the Property pursuant to this Agreement; and

iii. On or before June 20, 2009, or any extension thereof approved in writing by Seller, Buyer has notified Seller that it is in possession of the fully executed Assignment and Assumption Agreement.

3. **Purchase Price**: Seller agrees to accept from Buyer One Million Five Hundred Thousand Dollars (\$1,500,000) for the Property and simultaneously Buyer shall assume the Notes and take title to the Property subject to all four (4) existing Deeds of Trust on the Property in accordance with the Assignment and Assumption Agreement.

4. **Condition of Title**: Title to the Property shall be free and clear of all liens, except for the Notes and Deeds of Trust being assumed, and all leases, liens, easements and encumbrances not disapproved by Buyer, and which Seller has disclosed to Buyer.

6. **Escrow**: Buyer shall open escrow with a title company of its choice within five (5) days from the Effective Date of this Agreement and deposit with the title company \$1,000, which shall be applied toward the total purchase price. The parties shall deliver escrow instructions to the escrow agent within 14 days from the Effective Date of this Agreement, which shall include the following:

a. **Closing date**: Escrow shall close by August 3, 2009 (the "Closing Date"), unless otherwise extended by the mutual consent of Buyer and Seller. Seller, in its sole discretion, may extend the closing date to August 7, 2009. As of the closing date as defined in this agreement, the Buyer shall deposit in escrow the full purchase price. Escrow instructions shall direct the Title Company, upon deposit of the Purchase Price, to record the deeds conveying the Property to Buyer and to issue title insurance, insuring title to the Property.

b. **Preliminary title report and title insurance**: Buyer shall have 30 days from the Effective Date to approve a preliminary title report. If Buyer disapproves the report, it must provide written notice of such disapproval to Seller. Buyer shall have no further obligations under this Agreement and shall be entitled to the return of any money or documents deposited with the escrow agent, if he gives Seller timely written notice that he disapproves of title as set forth in a preliminary title report. If Buyer fails to provide such timely written

notice, he shall be deemed to have waived all objections to title. The title company must issue prior to closing a CLTA title insurance policy in the amount of the total purchase price, listing only those exceptions approved by Buyer.

c. Inspections and Condition of Premises:

(1) Buyer shall have 30 days from the Effective Date to obtain and approve any inspections of the Premises as he deems necessary. Seller shall provide Buyer and his inspectors with reasonable access to the Premises for inspection purposes. If Buyer wants to perform any destructive testing, he shall so notify Seller, which shall agree to the testing or inspection, provided Buyer agrees to restore the inspected or tested property to the condition it was in prior to the test or inspection, if Buyer decides to terminate this Agreement, and provides adequate security for such repair or restoration. Buyer shall indemnify and hold Seller harmless for any injury or damages Buyer or Buyer's representatives may sustain in performance of tests or during access to the property. If Buyer disapproves a timely inspection report, it must provide written notice of such disapproval to Seller. Buyer shall have no further obligations under this Agreement and shall be entitled to the return of any money or documents deposited with the escrow agent, if Buyer gives Seller timely written notice that Buyer disapproves of a timely inspection report a copy of which Buyer has provided to Seller. If Buyer fails to provide such timely written notice, Buyer shall be deemed to have waived all objections to the condition of the Premises.

(2) Within 30 days from the Effective Date, Seller shall furnish to Buyer all reports and documents concerning the Property which it has in its possession or under its control, including, but not limited to, surveys, environmental reports, geotechnical reports, and, notes, letters, maps or other documents pertaining to surveys and environmental or geotechnical information about the Property.

d. Seller Disclosures: Seller agrees to cooperate with Buyer in its investigations to confirm the following:

(1) **Flood Hazard Area Disclosure:** The Property or a portion thereof is located within a Federal Emergency Management Agency (FEMA) "Special Flood Hazard Area."

(2) **Geologic Hazard Zone:** The Property is not located within a Special Studies Zone as designated under Public Resources Code §§ 2021-2625.

e. Closing costs: Buyer and Seller shall each pay one-half of all escrow and title insurance costs of said conveyance. Assessments, real property taxes, and insurance premiums, if any, shall be prorated between the parties from the date the deeds conveying title to the Property to Buyer are recorded in the official records of Mendocino County. All pro-rations shall be made on the basis of a 365 day year or 30 day month as applicable.

f. **Payment of purchase:** Buyer shall deposit One Million Four Hundred Ninety-Nine Thousand Dollars (\$1,499,000) with the Title Company by certified check or electronic funds transfer on or before the closing date.

g. **Tax Withholding:** Under the Foreign Investment in Real Property Tax Act (FIRPA; 26 USC §1445), every buyer of U.S. real property must, unless an exemption applies, deduct and withhold from a seller's proceeds 10% of the gross sales price. No withholding is required if the Seller certifies under penalty of perjury that it is not a foreign person within the meaning of the Act. The Seller hereby certifies under penalty of perjury that it is not a "foreign person" within the meaning of FIRPA and Buyer is not required to and shall not withhold any portion of the gross sales price for state or federal capital gains tax.

h. **Coordination of escrows:** Escrow for the premises shall be coordinated with escrow instructions for the escrow for the separate transactions mentioned in paragraph 2 above so that deeds are recorded simultaneously.

7. **Right of Possession:** Buyer's right of possession shall commence upon close of escrow.

8. **Force Majeure:** The time for performing any condition under this Agreement shall be extended, and the obligations of Buyer and Seller suspended, by the number of days during which the performance of that condition is prevented due to fire, flood, unusual weather events, strikes, labor disputes, shortages, utility curtailments, power failures, explosions, civil disturbances, the time required to satisfy government regulatory requirements beyond the minimum periods permitted by law, acts of God, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties or any other reason beyond the reasonable control of the party claiming delay.

9. **Notice:** Whenever notice is permitted or required under this Agreement, it shall be deemed given when sent by email, serving as the preferred means of notice, or when personally served by personal delivery, fax or overnight courier, or three business days after being deposited in the United States mail with proper first class postage affixed thereto and addressed as follows:

BUYER:

Ukiah Redevelopment Agency
C/o Jane Chambers, Executive Director
Ukiah Civic Center
300 Seminary Ave.
Ukiah, CA. 95482
Email: jchambers@cityofukiah.com
FAX: (707) 462-6204

SELLER:

TKH Coastal Property Investments LLC
and Ukiah Property, LLC
C/o Terrence Tallen and Mary Anne Keshen
Managing Members
23852 Pacific Coast Highway #799
Malibu, CA 90265
FAX: (310)-457-8270
Email: makeshen@aol.com
ttallen@retailerenterprise.com

Either party may change its official address by giving notice as provided in this paragraph.

10. **Counterparts:** This Agreement may be executed in counterparts.

11. **Partial Invalidity:** If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby, and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

12. **Waivers:** No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of time for performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.

13. **Successors and Assigns:** This Agreement is binding upon and inures to the benefit of the permitted successors and assigns of the parties hereto. Seller, at its election shall have the right prior to the recordation of the deeds conveying the Property to Buyer to assign the interests in this contract held by TKH Ukiah Property, LLC, as the owner of Parcel F-10, to a TKH owned entity, to make such assignments of interests in this Agreement as Buyer may desire in order to satisfy applicable tax regulations governing exchanges

14. **Professional Fees:** Neither Buyer nor Seller has used a licensed realtor or other agent in connection with the purchase of the Property and neither party is liable to any such realtor or agent for a commission or fee. If either party is determined to have an obligation to pay any such fee or commission, it shall be the sole responsibility of that party to pay the fee or commission and that party shall indemnify and defend the other party from and against any cost or liability arising out of the obligation to pay any such fee or commission.

15. **Entire Agreement:** This Agreement (including all Exhibits attached hereto) constitutes the entire contract between the parties hereto and may not be modified except by an instrument in writing signed by the party to be charged.

16. **Time of Essence:** Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision hereof.

17. **Construction:** This Agreement has been prepared by Seller and its professional advisors and reviewed by Buyer and its professional advisors. Seller and Buyer and their respective advisors believe that this Agreement is the product of all of their efforts, that it expresses their agreement and that it should not be interpreted in favor of or against either Buyer or Seller. The parties further agree that this Agreement will be construed to effectuate the normal and reasonable expectations of a sophisticated Seller and Buyer.

18. **Governing Law:** The parties hereto expressly agree that this Agreement will be

governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. The parties mutually consent to jurisdiction and venue in the courts of Mendocino County and waive any objections to the jurisdiction or venue of such courts.

19. **Paragraph Headings:** The paragraph headings contained herein are for convenience and reference only and are not intended to define or limit the scope of this agreement.

20. **1031 Exchange:** Entirely at its expense, TKH may enter escrow instructions with the title company to qualify TKH for a like-kind exchange of real property as authorized by Internal Revenue Code §1031. Buyer is aware that the Seller's intention is to complete a 1031 Exchange through this transaction and hereby agrees to cooperate with Seller to accomplish same, at no additional cost or liability to Buyer.

WHEREFORE, the parties have entered this Agreement on the Effective Date.

BUYER

SELLER

Ukiah Redevelopment Agency

TKH Coastal Property Investments, LLC

TKH Ukiah Property, LLC

Jane Chambers, Executive Director

By: [Signature] 6-11-09
CO-MANAGING Member

By: [Signature] 6-11-09
CO-MANAGING Member

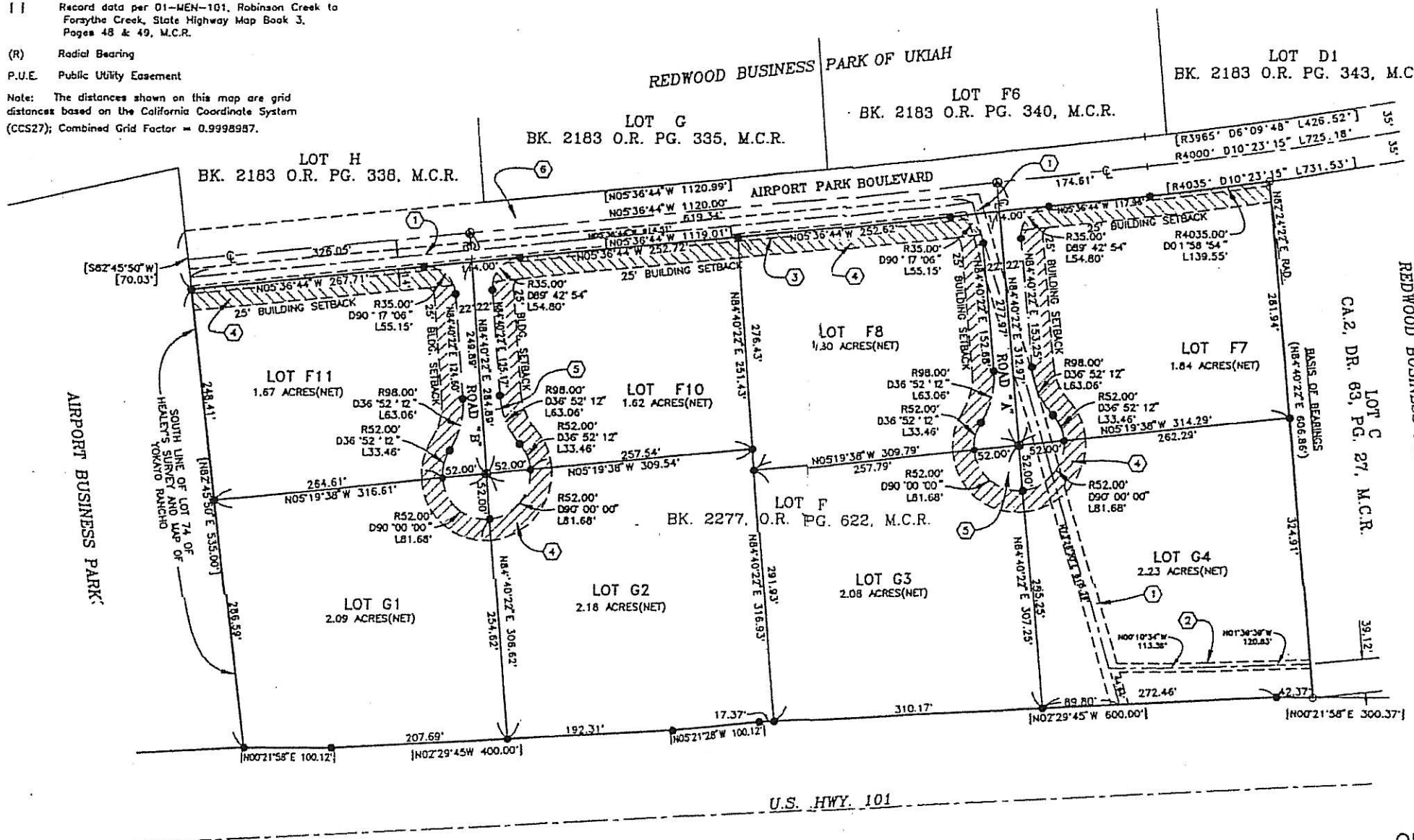
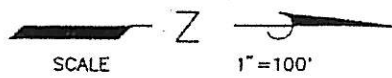
EXHIBIT A

[Map and Legal Description for Parcels G-1, G-2, F-10 and F-11]

LEGEND

- Found 3/4" iron pipe plugged R.C.E. 17796 per Ca. 2, Dr. 47, pg. 24, M.C.R.
- Set 3/4" iron pipe plugged R.C.E. 17796
- ⊕ Set standard city monument
- () Record data per Ca. 2, Dr. 63, Pg. 27, M.C.R.
- [] Record data per Bk. 2277 O.R., Pg. 622, M.C.R.
- [] Record data per 01-MEN-101, Robinson Creek to Forsythe Creek, State Highway Map Book 3, Pages 48 & 49, M.C.R.
- (R) Radial Bearing
- P.U.E. Public Utility Easement

Note: The distances shown on this map are grid distances based on the California Coordinate System (CCS27); Combined Grid Factor = 0.9998987.



HIGHWAY 101 ACCESS NOTE:

Ownership of land does not include any rights of access to U.S. Highway 101. Access was relinquished in the instrument recorded in Book 658, O.R., Page 483, M.C.R.

ON-SITE GRADING & DRAINAGE PLAN NOTE:

The modification of any on-site grading and drainage plans previously approved by the City Engineer shall be submitted for the review and approval of the City Engineer at the time building permit applications for the construction of structures on the project site are submitted to the City of Ukiah Building Department.

BASIS OF BEARINGS

S84°40'22"W between found monuments on the south line of Lot C per Ca. 2, Dr. 62, Pg. 27, M.C.R.

FRONTAGE IMPROVEMENTS REQUIRED PRIOR TO ISSUANCE OF A BUILDING PERMIT NOTE:

Prior to the issuance of a building permit on Lot F7, Lot F8, Lot G3 or Lot G4 the easterly half of the roadway improvements of Airport Park Boulevard shall be completed from the northwest corner of Lot F7 to the southwest corner of Lot F8 and all of the roadway improvements of Road "A" shall be completed. Prior to the issuance of a building permit on Lot F10, Lot F11, Lot G1 or Lot G2 the easterly half of the roadway improvements of Airport Park Boulevard shall be completed from the northwest corner of Lot F7 to the southwest corner of Lot F11 and all of the roadway improvements of Road "B" shall be completed. Street improvements for Roads "A" & "B" shall be constructed in accordance with the approved improvement plans on file at the City of Ukiah Public Works Department as shown on the drawing with file number 97-08. Street improvements for the east half of Airport Park Boulevard shall be constructed in accordance with approved revised plans.

City Monuments shown as "Set Standard City Monument" shall be set at the time street improvements are constructed and shall be prior to issuance of building permits.

An Encroachment Permit is required to be obtained from the City by a Licensed Contractor prior to doing any construction within public roadway easements. Encroachment Permit fee shall be 1.5% of estimated construction costs payable for construction inspection.

PARCEL MAP

M.S. 97-07

OF A PORTION OF LOT 6 OF HASTINGS ADDITION TO THE CITY OF UKIAH FILED IN MAP CASE 1, DRAWER 2, PAGE 169, M.C.R., AND A PORTION OF LOTS 74 & 75 OF THE YOKAYO RANCHO. ALSO BEING A SUBDIVISION OF LOT F OF REDWOOD BUSINESS PARK OF UKIAH FILED IN BOOK 2277, O.R., PAGE 622, M.C.R. MENDOCINO COUNTY CALIFORNIA MAY, 1997

EASEMENT NOTES:

- ① 20' Wide easement for sewer pipeline per Bk. 499 O.R., Pg. 6, M.C.R.
- ② 10' Wide easement for sewer pipeline per Bk. 2133 O.R., Pg. 20, M.C.R.
- ③ 5' Wide easement for public utilities per Bk. 2277 O.R., Pg. 605, M.C.R.
- ④ 25' Wide easement for public utilities per Bk. 2422, O.R., Pg. 563, M.C.R.
- ⑤ Easement for access & public utilities per Bk. 2422 O.R., Pg. 563, M.C.R.
- ⑥ 70' Wide easement for public roadway & public utilities per Bk. 2277 O.R., Pg. 605, M.C.R.

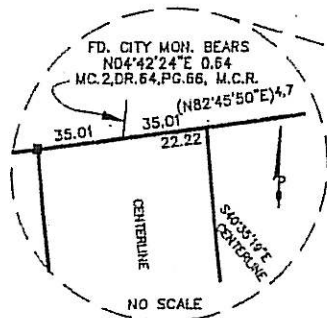
NORTH COUNTIES ENGINEERING CO.

425 TALHAGE ROAD, UKIAH, CALIFORNIA 95402
PHONE: (707) 462-1961 FAX: (707) 462-5681

CASE 2
DRAWER 64
PAGE 22

EXHIBIT B

[A map and legal description of Parcel 1]



M.C. 2, DR. 64, PG. 21, M.C.R.
LOT 74 Y.R.

N82°45'50\"/>

LOT 73 Y.R.

REDWOOD BUSINESS PARK OF UKIAH

SEE NOTE 5.
(S 86°06'18\"/>

25 FOOT WIDE PUBLIC UTILITY EASEMENT
INST. NO. 2006-16741, M.C.R.

PARCEL 2
2.38 ACRES GROSS
2.08 ACRES NET

PARCEL "D" AS PER BK. 2260 O.R.,
PG. 642, M.C.R.

25 FOOT WIDE PUBLIC UTILITY EASEMENT
BK. 2329 O.R., PG. 513, M.C.R.

PARCEL 1
6.49 ACRES GROSS
6.28 ACRES NET

PARCEL "C" AS PER BK. 2260 O.R.,
PG. 642, M.C.R.

(N 82°28'11\"/>

(S 05°55'53\"/>

(Δ = 27°03'26\"/>

(Δ = 23°14'33\"/>

NORTHWESTERN PACIFIC RAILROAD

CENTERLINE

MENDOCINO BREWING COMPANY

M.C. 2, DR. 61, PG. 37 & 38, M.C.R.

BASIS OF BEARINGS

SEE SHEET 3

PARCEL 3

CALIF. STATE HIGHWAY 101

CENTERLINE

STAT. 644+00.00 P.O.T.

(S 02°28'45\"/>

(105)5
165.01

STAT. "B15" 635+55.37 P.O.T.

CURVE TABLE			
C1	Δ = 10°57'44"	R = 2369.00	L = 453.25
C2	Δ = 17°08'11"	R = 125.00	L = 37.39
C3	Δ = 15°25'37"	R = 125.00	L = 33.68
C4	Δ = 01°43'33"	R = 289.00	L = 462.67

CENTERLINE EXISTING 20' WIDE SANITARY
SEWER LINE EASEMENT
PER BOOK 483, O.R., PAGE 378, M.C.R.

FROM NW CORNER PARCEL 1, S 82°45'50\"/>

LEGEND

- = 1/2" PIPE WITH A PLASTIC PLUG STAMPED L.S.4873 SET THIS SURVEY.
- = FOUND PIPES AS SHOWN ON A MAP FILED IN MAP CASE 2, DRAWER 61, PAGE 37, M.C.R.
- ✕ = FOUND PIPES AS SHOWN ON A MAP FILED IN MAP CASE 2, DRAWER 62, PAGE 30, M.C.R.
- △ = FOUND CONCRETE MONUMENT WITH 2 3/8" BRASS DISC STAMPED CALIFORNIA DIVISION OF HIGHWAYS.
- = SET LEAD AND TAG IN CONCRETE BOX.
- ▲ = FOUND PIPES AS SHOWN ON A MAP FILED IN MAP CASE 2, DRAWER 64, PAGE 21, M.C.R.
- T.S. = THIS SURVEY.
- ||||| = ACCESS RESTRICTED PER 589 O.R., PG. 598, M.C.R.

() = RECORD BEARINGS AND DISTANCES AGREE WITH THIS SURVEY UNLESS SHOWN OTHERWISE. RECORD DATA FROM:

1. MAP CASE 2, DRAWER 61, PAGE 37, M.C.R.
2. BK. 2260 O.R., PG. 642, M.C.R.
3. BK. 2294 O.R., PG. 218, M.C.R.
4. BK. 2183 O.R., PG. 338, M.C.R.
5. CALIF. DIVISION OF HIGHWAYS MAP 01-MEN-101-22.15 AND 22.77, 1980, MONUMENTATION MAPS FILED IN EUREKA, CALIF.
7. MAP CASE 2, DRAWER 64, PAGE 21, M.C.R.
8. BK. 483 O.R., PG. 378, M.C.R.

BASIS OF BEARINGS

NORTH 69°12'24" EAST, BETWEEN FOUND MONUMENTS AS SHOWN ON A MAP FILED IN MAP CASE 2, DRAWER 61, PAGE 37, MENDOCINO COUNTY RECORDS.

NOTES

1. ALL DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. ALL NATURAL CREEKS AND DRAWS CONSTITUTE A DRAINAGE EASEMENT, WIDTH OF THE SAID EASEMENT BEING 20 FEET WIDE OR TO THE HIGH WATER LEVEL PLUS 5 FEET HORIZONTAL DISTANCE, WHICHEVER IS GREATER.
3. BEARINGS ARE IN TERMS OF THE CALIFORNIA COORDINATE SYSTEM, ZONE 2, AS PER MAPS FILED IN M.C. 2, DR. 61, PG. 37, M.C.R. AND M.C. 2, DR. 47, PG. 24, M.C.R. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.
4. DEED RECORDED IN BOOK 2183 O.R., PAGE 338, M.C.R. AND NOTE #5 IN LEGEND ABOVE ARE IN TERMS OF CALIF. GRID, ZONE 2, 1980. TO CONVERT GRID TO GROUND MULTIPLY DISTANCES BY 1.0001031.
5. DEED RECORDED IN BOOK 2183 O.R., PAGE 338, M.C.R. AND NOTE #5 IN LEGEND ABOVE ARE IN TERMS OF CALIF. GRID, ZONE 2, 1980. TO CONVERT GRID TO GROUND MULTIPLY DISTANCES BY 1.0001031.

ADDITIONAL NOTES

- (A) = FROM B.C. ON CENTERLINE, A FOUND CITY MON. AS PER M.C. 2, DR. 64, PG. 66, M.C.R. BEARS S20°35'43"E, 0.30.
- (B) = FROM INTERSECTION, A FOUND CITY MON. AS PER M.C. 2, DR. 64, PG. 66, M.C.R. BEARS N50°01'57"E, 0.11.

PARCEL MAP
OF MINOR SUBDIVISION # 04-51
BEING A PORTION OF LOT 73
OF THE YOKAYO RANCHO
IN THE CITY OF UKIAH

MENDOCINO COUNTY, CALIFORNIA
OCTOBER, 2004



SHEET 2 OF 3 SHEETS

MAPS	
DRAWER	74
PAGE	5

069

EXHIBIT *C*
RELEASE(R8)

This Agreement is made and entered in Ukiah, California, among REDWOOD BUSINESS PARK OF UKIAH, a California Limited Partnership ("RBP"), FYHRCO, Inc. ("FYHRCO"), a Nevada corporation TKH Coastal Property Investments, LLC ("Coastal") and TKH Ukiah Property, LLC ("TKH"), and their general and limited partners and members (collectively, the "Parties"); provided, however, that this Agreement shall become effective and binding on the Parties ("Effective") only if and when escrow closes as provided in the Agreement for Purchase and Sale of Real Property (the "Purchase Agreement") among Coastal, TKH, the City of Ukiah ("City") and the Ukiah Redevelopment Agency ("Agency"), dated June 2, 2009. This Agreement is made with reference to:

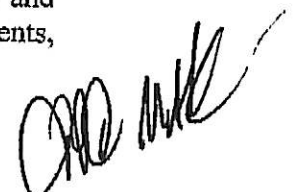
A. The following promissory notes (the "Notes"):

1. A promissory note from Coastal to RBP, dated March 3, 2008, in the principal amount of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.) (the "RBP Note") for the purchase of Lots G-1, G-2, and F-11. A copy of the RBP Note is attached hereto and incorporated herein by reference as Exhibit 1;
2. A promissory note from Coastal to FYHRCO, dated March 3, 2008, in the principal amount of EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$850,000) (the "FYHRCO Note") for the purchase of Parcel 1. A copy of the FYHRCO Note is attached hereto and incorporated herein by reference as Exhibit 2;
3. The RBP Note is secured by a deed of trust in favor of RBP as the beneficiary (the "RBP DOT"), recorded on March 3, 2008, in the Official Records of Mendocino County, as Document No. 2008-02858. A copy of the RBP DOT is attached hereto and incorporated herein by reference as Exhibit 3; and
4. The FYHRCO Note is secured by a deed of trust in favor of FYHRCO as the beneficiary (the "FYHRCO DOT"), recorded on March 3, 2008, in the Official Records of Mendocino County, as Document No. 2008-02853. A copy of the FYHRCO DOT is attached hereto and incorporated herein by reference as Exhibit 4.

B. The following deeds of trust (the "Security Documents"):

1. The RBP DOT encumbers Lots G-1, G-2, and F-11, respectively, which are identified as such on Parcel Map # 97-07, which map is attached hereto and incorporated herein by reference as Exhibit 5; and
2. The FYHRCO DOT encumbers Parcel 1, which is identified as such on Parcel Map # 04-51, which map is attached hereto and incorporated herein by reference as Exhibit 6.

C. The course of dealing and all acts, omissions, and representations by and among the Parties (1) preceding the execution of the Notes and Security Documents,



(2) when the Notes and Security Documents were executed and (3) on and after the date they were executed (the "Events").

AGREEMENT

When this Agreement becomes Effective, each party hereto—on behalf of itself and on behalf of each of its respective heirs, executors, administrators, trustors, trustees, beneficiaries, parents, subsidiaries, affiliated and related entities, officers, directors, principals, agents, employees, servants, representatives, and all persons, firms, associations, and/or corporations connected with them, including, without limitation, their insurers, sureties and attorneys—hereby releases and forever discharges each other party hereto—and each other party's respective heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, assigns, partners, partnerships, parents, subsidiaries, affiliated and related entities, officers, directors, principals, agents, employees, servants, representatives, and all persons, firms, associations, and/or corporations connected with them, who are or may ever become liable to them, including, without limitation, their insurers, sureties and attorneys—of and from any and all claims, demands, causes of action, obligations, damages, (incidental, consequential, ensuing, resulting, or otherwise), losses, costs, attorneys' fees and expenses, and defenses of every kind and nature whatsoever, known or unknown, latent or patent, fixed or contingent, which any party hereto may now have or may hereafter have against the other(s) related to the Notes, the Security Documents and the Events, including, but not limited to the enforceability and/or validity of same.

Each party hereto has had the benefit of counsel, has been advised of and understands this agreement and knowingly and specifically waives its rights under *California Civil Code* Section 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Each party hereto agrees that the term "creditor" as set forth in said section shall be defined to include the Parties.

In any action or proceeding arising under, pertaining to or to enforce this Release, the prevailing party shall be entitled to recover from the other party or parties in any such action or proceeding in addition to its costs reasonable attorneys' fees in an amount to be fixed by the court.

WHEREFORE, the Parties have entered this Agreement when it becomes Effective.

RBP

FYHRCO

By: _____



TKH

By: *Manjiv Singh*
CO MANAGING MEMBER

By: _____
COASTAL *Property Investments, LLC*
By: _____

Renée R. Keller *6/11/09*
CO MANAGING MEMBER DATE

PROMISSORY NOTE SECURED BY DEED OF TRUST

\$2,500,000.00

Ukiah, California
March 3, 2008

On or before the March 2, 2009, for value received, the undersigned **TKH COASTAL PROPERTY INVESTMENTS, LLC**, a Florida limited liability company (collectively with their successors and assigns, called "Borrower"), promise to pay to the order of Redwood Business Park of Ukiah, a California limited partnership (together with its successors and assigns who become holders of this Note called "Lender"), at 425 Talmage Road, Ukiah, CA 95482 or at such other place as may be designated in writing by Lender, the principal sum of Two Million Five Hundred Thousand Dollars (\$2,500,000.00), with interest thereon as set forth below, from and after the date of this Promissory Note Secured by Deed of Trust ("Note"), said principal and interest to be paid on the following dates and in the following manner:

Installments of interest shall accrue monthly at an annual rate of six percent (6.0%) per annum (the "Interest Rate") commencing on March 3, 2008. All interest shall be calculated for the actual number of days elapsed on the basis of a 365-day year. Borrower shall not make any monthly interest payments, but rather interest payments in the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) per month shall accrue and be paid on March 2, 2009.

The entire unpaid principal balance, together with any unpaid interest and charges thereon, shall become due and payable on March 2, 2009. In the event all or any portion of the real property encumbered by the Deed of Trust (hereunder defined) is sold, conveyed, transferred, hypothecated, encumbered, or alienated, then the entire unpaid principal balance together with any unpaid interest and charges thereon shall immediately become due and payable.

This note is secured by a deed of trust ("Deed of Trust") executed by Borrower for the benefit and security of Lender to be recorded against the property described below (the "Property"):

Lots F-11, G-1 and G-2, as numbered and designated on that certain Parcel Map No. M.S. 97-07 filed for record July 28, 1997 in Map Case 2, Drawer 64, Pages 21 and 22, Mendocino County Records, Mendocino County, California.

Should default be made in the payment of principal or interest when due hereunder, or if there be a default under the terms of the Deed of Trust securing this Note, or if the Property shall be sold while any amounts of principal, interest or other charges remain outstanding under this Note, whether or not then due or payable, the entire balance of principal, interest and charges then remaining unpaid hereunder shall become immediately due and payable.

No waiver of any event of default hereunder shall be implied from any failure of Lender to take or any delay by Lender in taking action with respect to any such event of default or from any previous waiver of any similar or unrelated event of default.

Time is of the essence with respect to every provision hereof. This Note shall be construed and enforced in accordance with the laws of the State of California, without giving effect to California's rules regarding choice of laws.

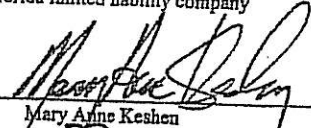
Ex. 1 P 1

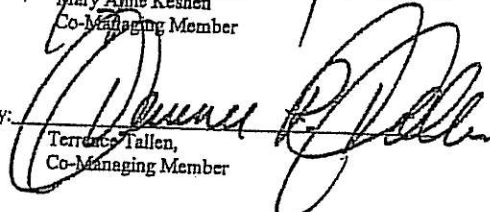
Borrower may prepay all or any portion of the principal balance under this Note at any time without penalty or premium.

Lender herein agrees to release by a Deed of Reconveyance any part of the Property, legally divided, which secures this Note upon payment by Borrower of a principal amount equal to \$750,000.00 per acre of the portion of the Property to be released, plus the total amount of interest on this Note that has accrued to the date of such payment.

BORROWER:

TKH COASTAL PROPERTY INVESTMENTS, LLC.
A Florida limited liability company

By: 
Mary Anne Keshen
Co-Managing Member

By: 
Terrence Tallen,
Co-Managing Member

LENDER:

REDWOOD BUSINESS PARK OF UKIAH,
A California Limited Partnership

By: El Dorado Estates Inc, General Partner

By: _____
Gary L. Akerstrom, President

PROMISSORY NOTE SECURED BY DEED OF TRUST

\$850,000.00

Ukiah, California
March 3, 2008

On or before the March 2, 2009, for value received, the undersigned TKH COASTAL PROPERTY INVESTMENTS, LLC, a Florida limited liability company (collectively with their successors and assigns, called "Borrower"), promise to pay to the order of FYHRCO Inc, a Nevada Corporation (together with its successors and assigns who become holders of this Note called "Lender"), at 425 Talmage Road, Ukiah, CA 95482 or at such other place as may be designated in writing by Lender, the principal sum of Eight Hundred Fifty Thousand Dollars (\$850,000.00), with interest thereon as set forth below, from and after the date of this Promissory Note Secured by Deed of Trust ("Note"), said principal and interest to be paid on the following dates and in the following manner:

Installments of interest shall accrue monthly at an annual rate of six percent (6.0%) per annum (the "Interest Rate") commencing on March 3, 2008. All interest shall be calculated for the actual number of days elapsed on the basis of a 365-day year. Borrower shall not make any monthly interest payments, but rather interest payments in the amount of Four Thousand Two Hundred Fifty Dollars (\$4,250.00) per month shall accrue and be paid on March 2, 2009.

The entire unpaid principal balance, together with any unpaid interest and charges thereon, shall become due and payable on March 2, 2009. In the event all or any portion of the real property encumbered by the Deed of Trust (hereunder defined) is sold, conveyed, transferred, hypothecated, encumbered, or alienated, then the entire unpaid principal balance together with any unpaid interest and charges thereon shall immediately become due and payable.

This note is secured by a deed of trust ("Deed of Trust") executed by Borrower for the benefit and security of Lender to be recorded against the property described below (the "Property"):

Parcel 1 as shown on Parcel Map M.S. #04-51, filed on October 2, 2006 in Map Drawer 74, Page 4, Mendocino County Records, Mendocino County, California.

Should default be made in the payment of principal or interest when due hereunder, or if there be a default under the terms of the Deed of Trust securing this Note, or if the Property shall be sold while any amounts of principal, interest or other charges remain outstanding under this Note, whether or not then due or payable, the entire balance of principal, interest and charges then remaining unpaid hereunder shall become immediately due and payable.

No waiver of any event of default hereunder shall be implied from any failure of Lender to take or any delay by Lender in taking action with respect to any such event of default or from any previous waiver of any similar or unrelated event of default.


Time is of the essence with respect to every provision hereof. This Note shall be construed and enforced in accordance with the laws of the State of California, without giving effect to California's rules regarding choice of laws.

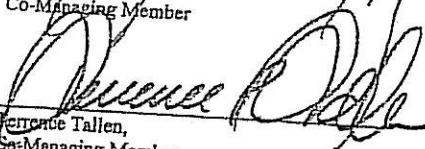
Borrower may prepay all or any portion of the principal balance under this Note at any time without penalty or premium.

Ex. 31 P 1

BORROWER:

TKH COASTAL PROPERTY INVESTMENTS, LLC.
A Florida limited liability company

By: 
Mary Anne Keshen
Co-Managing Member

By: 
Terence Tallen,
Co-Managing Member

RECORDING REQUESTED BY:
REDWOOD EMPIRE TITLE COMPANY OF
MENDOCINO COUNTY
AND WHEN RECORDED MAIL TO:
REDWOOD BUSINESS PARK OF UKIAH,
A CALIFORNIA LIMITED PARTNERSHIP
425 Talmage Road
UKiah, CA 95482

2008-02858
Recorded at the request of
REDWOOD EMPIRE TITLE
03/03/2008 02:25P
Fee: 28.00 No of Pages: 5

OFFICIAL RECORDS
Susan M. Ranochak, Clerk-Recorder
Mendocino County, CA

ORDER NO.: 1205661-AP

Parcel No.:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS

This DEED OF TRUST, made this 3rd day of March 2008, between

TKH Coastal Property Investments, LLC, a Florida limited liability company, herein called TRUSTOR,
whose address is 6219 Ramirez Mesa Drive Malibu CA 90265
(Number and Street) (City) (State) (Zip)

Redwood Empire Title Company of Mendocino County, a California Corporation, herein called TRUSTEE, and

Redwood Business Park of Ukiah, a California limited partnership, herein called BENEFICIARY,

Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale, that property in the City of Ukiah, County of Mendocino, California, described as:

All that certain real property situate, lying and being in the City of Ukiah, County of Mendocino, State of California, more particularly described as follows:

Lots G1, G2 and F-11 as numbered and designated on that certain Parcel Map No. M.S. 97-07 filed for record July 28, 1997 in Map Case 2, Drawer 64, Pages 21 and 22, Mendocino County Records.

APN: 180-080-58, 180-080-59, 180-080-66 and 180-080-67

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) Payment of the indebtedness evidenced by one promissory note of even date herewith executed by Trustor in favor of Beneficiary or order in the principal sum of \$2,500,000.00 (2) Performance of each agreement of Trustor contained herein or incorporated by reference. (3) Payment of additional sums may hereafter be borrowed from Beneficiary by the then record owner of said property, when evidenced by another promissory note (or Notes) reciting it is so secured by this Deed of Trust.

Beneficiary herein agrees to release by a Deed of Partial Reconveyance as set forth in the Note secured by this Deed of Trust

This document is being signed in two counterparts which constitutes one document.

Order No.: 1205661-AP

To protect the security of this Deed of Trust, Trustor agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (5), inclusive, of Section A and provisions (1) to (10), inclusive, of Section B of the fictitious deed of trust recorded in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, vis.:

COUNTY	RECORDING DATE	BOOK	PAGE	COUNTY	RECORDING DATE	BOOK	PAGE	COUNTY	RECORDING DATE	BOOK	PAGE
Alameda	5/17/72	3133	712	Mendocino	8/14/70	824	372	San Mateo	8/2/71	5990	328
Amador	11/17/71	317	465	Napa	12/24/64	713	269	Santa Clara	5/22/72	9843	601
Bate	5/5/72	1755	637	Newada	5/14/70	512	299	Sierra	5/3/72	55	141
Calaveras	11/23/71	328	631	Placer	4/7/70	1289	330	Solano	11/18/64	1307	55
Central Coast	12/24/64	4770	1014	Plumas	5/16/72	212	44	Sonoma	12/24/64	2098	78
El Dorado	6/15/70	990	602	Sacramento	5/26/70	70 03 26	208	Sutter	7/1/70	754	403
Lake	3/11/70	623	81	San Francisco	12/28/64	A 860	900	Yuba	8/12/71	987	158
Marin	11/4/64	1879	58	San Joaquin	7/7/71	3550	363		6/23/71	517	220

(which provisions, identical in all counties are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in the Deed of Trust.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at this address hereinbefore set forth.

TKH COASTAL PROPERTY INVESTMENTS, LLC,
A Florida limited liability company

By: [Signature]
Mary Anne Keeshen, Co-Managing Member

By: [Signature]
Terrence Tallen, Co-Managing Member

BENEFICIARY,

REDWOOD BUSINESS PARK OF UKIAH,
a California Limited Partnership

BY: _____
El Dorado Estates Corp., General Partner
Gary L. Akerstrom, President

STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS:

On February 29, 2008 before me,
Luis Fernando Salazar
a Notary Public, personally appeared Mary Anne Keeshen
and Terrence Tallen

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

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

WITNESS my hand and official seal.

Signature: [Signature]



(Notary Seal)



To protect the security of this Deed of Trust, Trustor agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (5), inclusive, of Section A and provisions (1) to (10), inclusive, of Section B of the fictitious deed of trust recorded in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, vis.:

COUNTY	RECORDING DATE	BOOK	PAGE	COUNTY	RECORDING DATE	BOOK	PAGE	COUNTY	RECORDING DATE	BOOK	PAGE
Alameda	5/17/72	3133	712	Mendocino	8/14/70	824	372	San Mateo	8/2/71	5990	328
Amador	11/17/71	217	465	Napa	12/24/64	713	269	Santa Clara	5/22/72	9843	601
Butte	5/5/72	1755	637	Nevada	5/14/70	512	299	Sierra	5/3/72	55	141
Calaveras	11/23/71	328	631	Placer	4/7/70	1289	330	Solano	11/18/64	1307	55
Contra Costa	12/24/64	4770	1014	Plumas	5/16/72	212	44	Sonoma	12/24/64	2098	78
El Dorado	6/15/70	990	602	Sacramento	5/26/70	70 05 26	208	Sutter	7/1/70	754	403
Lake	3/11/70	623	81	San Francisco	12/28/64	A 860	900	Yolo	8/12/71	987	158
Marin	11/4/64	1879	58	San Joaquin	7/7/71	3550	363	Yuba	6/23/71	517	220

(which provisions, identical in all counties are printed on the reverse hereof) hereby are adopted and incorporated herein and made part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in Deed of Trust.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

TKH COASTAL PROPERTY INVESTMENTS, LLC.,
A Florida limited liability company

By: _____
Mary Anne Keshen, Co-Managing Member

By: _____
Terrence Tallen, Co-Managing Member

BENEFICIARY,

REDWOOD BUSINESS PARK OF UKIAH,
a California Limited Partnership

By: [Signature]
El Dorado Estates Corp., General Partner
Gary L. Akerstrom, President

STATE OF CALIFORNIA }
COUNTY OF Mendocino } SS:

On February 22, 2008 before me,

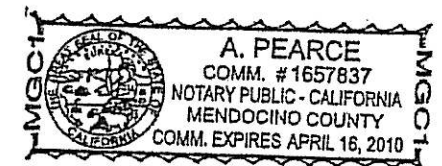
a Notary Public, personally appeared Gary L. Akerstrom

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

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

WITNESS my hand and official seal.

Signature [Signature]



(Notary Seal)

DO NOT RECORD

The following is a copy of Subdivision A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference is said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose the Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments of appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses; employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then hereunder. The recitals in such reconveyance of any matter or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuances of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise

collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with said sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustor or predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

REQUEST FOR FULL RECONVEYANCE

TO REDWOOD EMPIRE TITLE COMPANY OF MENDOCINO COUNTY, TRUSTEE:

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust all the estate now held by you under the same.

Dated _____

Signature must be notarized _____

Please mail Deed of Trust,
Note and Reconveyance to _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

Order No.: 1205660-AP

2008-0285
Pg: 1/4

RECORDING REQUESTED BY:
REDWOOD EMPIRE TITLE COMPANY OF
MENDOCINO COUNTY
AND WHEN RECORDED MAIL TO:
FYHRCO INC., A NEVADA CORPORATION
425 Talmage Road
Ukiah, CA 95482

2008-02853
Recorded at the request of
REDWOOD EMPIRE TITLE
03/03/2008 02:25P
Fee: 25.00 No of Pages: 4

OFFICIAL RECORDS
Susan M. Ranochak, Clerk-Recorder
Mendocino County, CA

ORDER NO.: 1205660-AP

Parcel No.: 180-110-08, 09, 10

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS

This DEED OF TRUST, made this 3rd day of March 2008, between

TKH Coastal Property Investments, LLC, a Florida limited liability company, herein called TRUSTOR,
whose address is 6219 Ramirez Mesa Drive, Malibu, Ca 90265
(Number and Street) (City) (State) (Zip)

Redwood Empire Title Company of Mendocino County, a California Corporation, herein called TRUSTEE, and
FYHRCO Inc., a Nevada Corporation, herein called BENEFICIARY,

Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale, that property in the City of Ukiah, County of Mendocino, California, described as:

Parcel 1 as shown on Parcel Map M.S. #04-51, filed on October 2, 2006 in Map Drawer 74, Page 4, Mendocino County Records, Mendocino County, California

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) Payment of the indebtedness evidence by one promissory note of even date herewith executed by Trustor in favor of Beneficiary or order in the principal sum of \$850,000.00 (2) Performance of each agreement of Trustor contained herein or incorporated by reference. (3) Payment of additional sums may hereafter be borrowed from Beneficiary by the then record owner of said property, when evidenced by another promissory note (or Notes) reciting it is so secured by this Deed of Trust.

To protect the security of this Deed of Trust, Trustor agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (5), inclusive, of Section A and provisions (1) to (10), inclusive, of Section B of the fictitious deed of trust recorded in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, vis.:

COUNTY	RECORDING DATE	BOOK	PAGE	COUNTY	RECORDING DATE	BOOK	PAGE	COUNTY	RECORDING DATE	BOOK	PAGE
Alameda	5/17/72	3133	712	Mendocino	8/14/70	824	372	San Mateo	8/2/71	5990	328
Amador	11/17/71	217	465	Napa	12/24/64	713	269	Santa Clara	5/22/72	9843	601
Butte	5/5/72	1755	637	Nevada	5/14/70	512	299	Sierra	5/3/72	55	141
Calaveras	11/23/71	328	631	Placer	4/7/70	1289	330	Solano	11/18/64	1307	55
Contra Costa	12/24/64	4770	1014	Plumas	5/16/72	212	44	Sonoma	12/24/64	2098	78
El Dorado	6/15/70	990	602	Sacramento	5/26/70	70 05 26	208	Sutter	7/1/70	754	403
Lake	3/11/70	623	81	San Francisco	12/28/64	A 860	900	Yolo	8/12/71	987	158
Marin	11/4/64	1879	58	San Joaquin	7/7/71	3550	363	Yuba	6/23/71	517	220

(which provisions, identical in all counties are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in the Deed of Trust.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at this address hereinbefore set forth.

TKH COASTAL PROPERTY INVESTMENTS, LLC.
A Florida limited liability company

By: [Signature]
Mary Anne Keshen, Co-Managing Member
By: [Signature]
Terrence Tallen, Co-Managing Member

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } SS:

On February 29, 2008 before me,

Luigy Fernando Salazar
a Notary Public, personally appeared Mary A. Keshen
and Terrence Tallen

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

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

WITNESS my hand and official seal.

Signature [Signature]



(Notary Seal)

DO NOT RECORD

The following is a copy of Subdivision A and B of the fictitious Deed of Trust recorded in each county in California as stated in foregoing Deed of Trust and incorporated by reference is said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair not to remove or demolish any building thereon; to complete or rest promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or require any alterations or improvements to be made thereon, not to commit or permit waste thereof; not to commit, suffer or permit any upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose the Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expense employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then hereunder. The recitals in such reconveyance of any matter or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuances of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise

collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing indebtedness secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by the Trustor in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by subsequent announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying said property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall constitute conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, who purchases at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with said sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustor, predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

REQUEST FOR FULL RECONVEYANCE

TO REDWOOD EMPIRE TITLE COMPANY OF MENDOCINO COUNTY, TRUSTEE:

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust all the estate now held by you under the same.

Dated _____

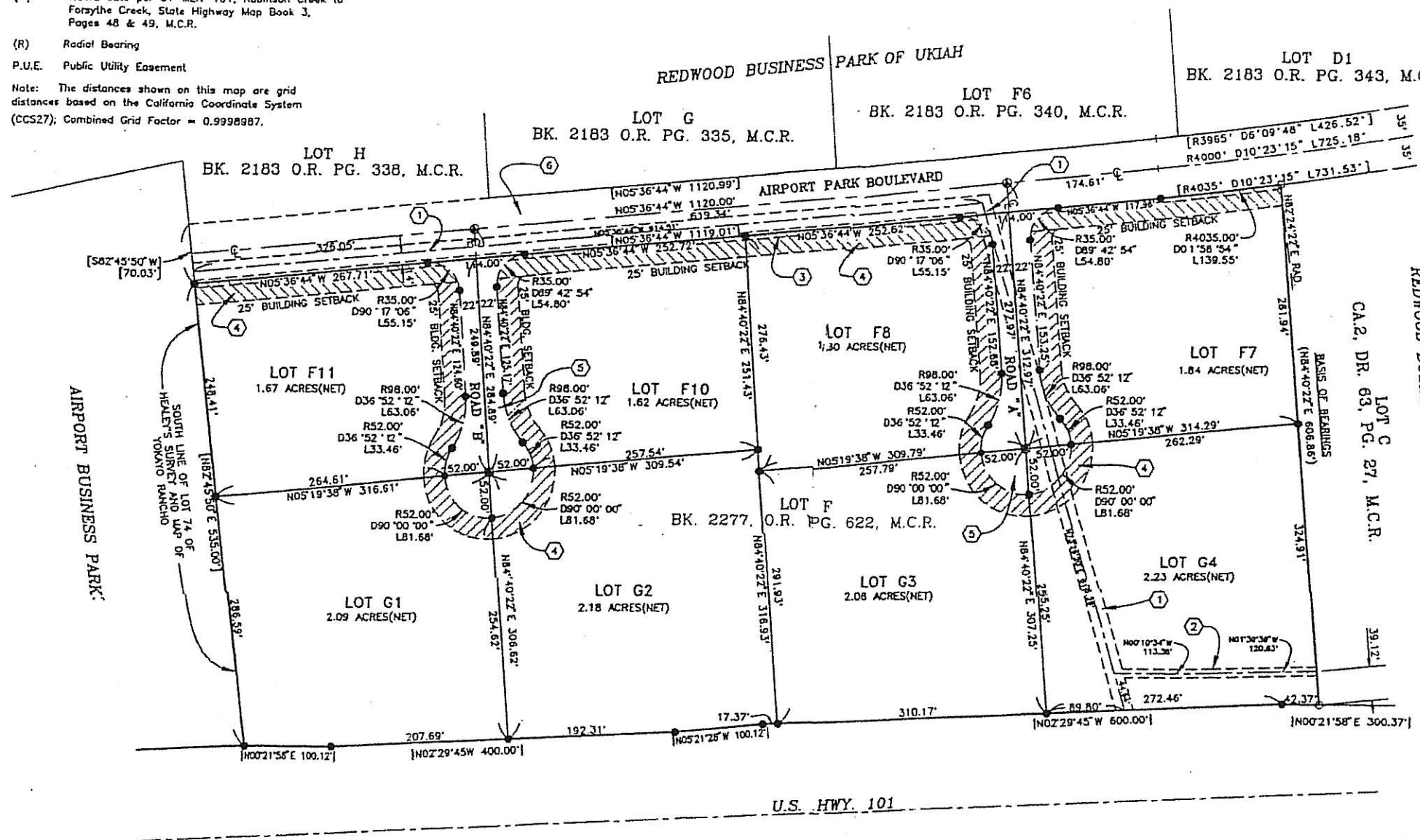
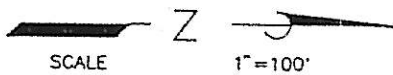
Signature must be notarized _____

Please mail Deed of Trust,
Note and Reconveyance to _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

LEGEND

- Found 3/4" iron pipe plugged R.C.E. 17796 per Ca. 2, Dr. 47, pg. 24, M.C.R.
 - Set 3/4" iron pipe plugged R.C.E. 17796
 - ⊙ Set standard city monument
 - () Record data per Ca. 2, Dr. 63, Pg. 27, M.C.R.
 - [] Record data per Bk. 2277 O.R., Pg. 622, M.C.R.
 - [|] Record data per 01-MEN-101, Robinson Creek to Forsythe Creek, State Highway Map Book 3, Pages 48 & 49, M.C.R.
 - (R) Radial Bearing
 - P.U.E. Public Utility Easement
- Note: The distances shown on this map are grid distances based on the California Coordinate System (CCS27); Combined Grid Factor = 0.9998987.



HIGHWAY 101 ACCESS NOTE:

Ownership of land does not include any rights of access to U.S. Highway 101. Access was relinquished in the instrument recorded in Book 658, O.R., Page 483, M.C.R.

ON-SITE GRADING & DRAINAGE PLAN NOTE:

The modification of any on-site grading and drainage plans previously approved by the City Engineer shall be submitted for the review and approval of the City Engineer at the time building permit applications for the construction of structures on the project site are submitted to the City of Ukiah Building Department.

BASIS OF BEARINGS

S84°40'22"W between found monuments on the south line of Lot C per Ca. 2, Dr. 62, Pg. 27, M.C.R.

FRONTAGE IMPROVEMENTS REQUIRED PRIOR TO ISSUANCE OF A BUILDING PERMIT NOTE:

Prior to the issuance of a building permit on Lot F7, Lot F8, Lot G3 or Lot G4 the easterly half of the roadway improvements of Airport Park boulevard shall be completed from the northwest corner of Lot F7 to the southwest corner of Lot F8 and all of the roadway improvements of Road "A" shall be completed. Prior to the issuance of a building permit on Lot F10, Lot F11, Lot G1 or Lot G2 the easterly half of the roadway improvements of Airport Park Boulevard shall be completed from the northwest corner of Lot F7 to the southwest corner of Lot F11 and all of the roadway improvements of Road "B" shall be completed. Street improvements for Roads "A" & "B" shall be constructed in accordance with the approved improvement plans on file at the City of Ukiah Public Works Department as shown on the drawing with file number 97-08. Street improvements for the east half of Airport Park Boulevard shall be constructed in accordance with approved revised plans.

City Monuments shown as "Set Standard City Monument" shall be set at the time street improvements are constructed and shall be prior to issuance of building permits.

An Encroachment Permit is required to be obtained from the City by a Licensed Contractor prior to doing any construction within public roadway easements. Encroachment Permit fee shall be 1.5% of estimated construction costs payable for construction inspection.

PARCEL MAP

M.S. 97-07

OF A PORTION OF LOT 6 OF HASTINGS ADDITION TO THE CITY OF UKIAH FILED IN MAP CASE 1, DRAWER 2, PAGE 169, M.C.R., AND A PORTION OF LOTS 74 & 75 OF THE YOKAYO RANCHO. ALSO BEING A SUBDIVISION OF LOT F OF REDWOOD BUSINESS PARK OF UKIAH FILED IN BOOK 2277, O.R., PAGE 622, M.C.R. MENDOCINO COUNTY CALIFORNIA MAY, 1997

EASEMENT NOTES:

- ① 20' Wide easement for sewer pipeline per Bk. 499 O.R., Pg. 6, M.C.R.
- ② 10' Wide easement for sewer pipeline per Bk. 2133 O.R., Pg. 20, M.C.R.
- ③ 5' Wide easement for public utilities per Bk. 2277 O.R., Pg. 605, M.C.R.
- ④ 25' Wide easement for public utilities per Bk. 2422, O.R., Pg. 563, M.C.R.
- ⑤ Easement for access & public utilities per Bk. 2422 O.R., Pg. 563, M.C.R.
- ⑥ 70' Wide easement for public roadway & public utilities per Bk. 2277 O.R., Pg. 605, M.C.R.

EX. 5

NORTH COUNTIES ENGINEERING CO.
 425 TALHAGE ROAD, UKIAH, CALIFORNIA 95482
 PHONE (707) 462-9961 FAX (707) 462-6681

CASE 2
 DRAWER 64
 PAGE 22

OWNER'S STATEMENT

The undersigned being of parties having any record title interest in the land within this division, hereby consent to the preparation and recordation of this map.

UKIAH REDEVELOPMENT AGENCY

BY: Candace Horsley City Manager

ACKNOWLEDGEMENT

State of California SS
County of Mendocino

On 9/26/06 before me, Deborah Pollock notary public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Candace Horsley

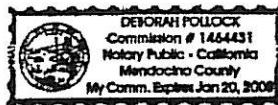
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Deborah Pollock Name: Deborah Pollock

My commission expires January 20, 2008

Notary Public in and for the County of Mendocino State of California



ACCURACY STATEMENT

I, Walter M. Haydon, hereby state that all survey work required in the preparation of this map and related monumentation was performed to a minimum accuracy of 1:5000.

Walter M. Haydon
Walter M. Haydon L.S. 4873
License Expires 09-30-2006

SURVEYOR'S STATEMENT

This map was prepared by me, or under my direction, and is based upon a field survey in conformance with the requirements of the subdivision map act and local ordinance at the request of the Ukiah Redevelopment Agency in October, 2004.

I, hereby state that this parcel map substantially conforms to the approved, or conditionally approved, tentative map, if any; I further state that all monuments are of the character and occupy the positions indicated and that said monuments are sufficient to enable the survey to be retraced.

Walter M. Haydon
Walter M. Haydon L.S. 4873
License Expires 09/30/2006



PROOF OF OWNERSHIP STATEMENT

I hereby state that the proof of ownership report made by Redwood Empire Title Co this 2nd day of October, 2006, conforms to the provisions of the Subdivision Map Act.

Marsha A. Wharff Assessor, County Clerk-Recorder
Mendocino County, California

By: Guillee Kaiser Deputy

BOND STATEMENT

I, Kristi Furman, Clerk of the Board of Supervisors of the County of Mendocino, State of California, hereby state that the bond or deposit as required by the "Subdivision Map Act", Section 66464 of Title 7 of the Government Code, Division 2, has been filed.

Dated this 2nd day of October, 2006.

Kristi Furman Clerk, Board of Supervisors.

By: Bruce Stamen Deputy

NOTE

1. Record title interest and encumbrances were based upon a preliminary title report from First American Title Insurance Company of Mendocino County, Preliminary Report No. 2306-1471202 dated October 1, 2004.

CITY SURVEYOR'S STATEMENT

I hereby state that the map of this subdivision was examined by me or under my direction; that it is substantially the same as it appeared on the tentative map and any approved alterations thereof; that all provisions of the subdivision map act amended and of any local ordinances applicable at the time of approval of the tentative map have been complied with and I am satisfied that said map is technically correct.

S.H.N., Consulting Engineers and Geologists, Inc.

Thomas M. Herman
By: Thomas M. Herman, P.L.S. 4805
License Expires 09-30-06

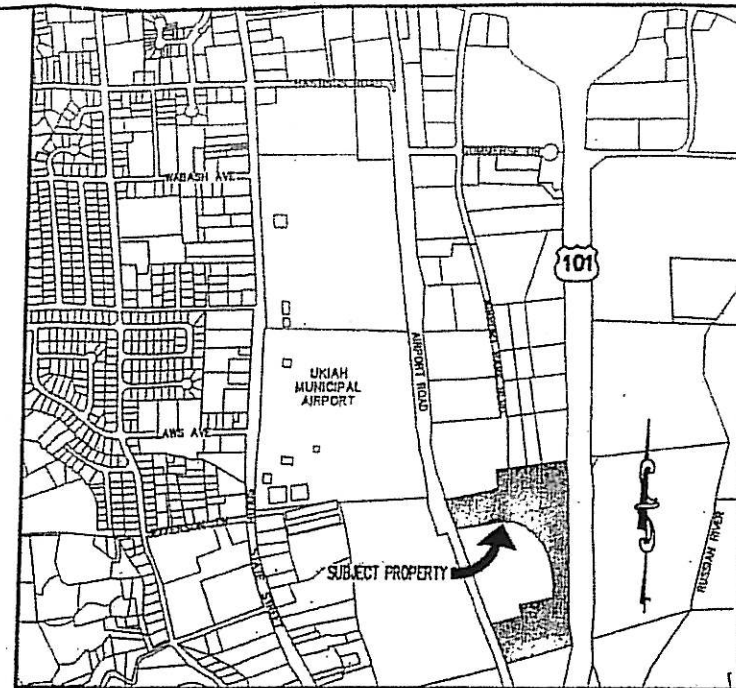


CITY ENGINEER'S STATEMENT

I Timothy E. Eriksen, hereby state that I have examined and checked this Parcel Map and that the subdivision as shown is substantially the same as it appears on the Tentative Map and any approved alterations thereof, and I further state that said map is in conformance with Title 7, Division 2, Chapter 2 of the government code, State of California, and the Ukiah City Code, and I am therefore satisfied that the map is technically correct.

In witness whereof, I have hereunto set my hand and affixed my official seal of Ukiah, California this 26 day of SEPTEMBER, 2005.

Timothy E. Eriksen
Timothy E. Eriksen, City Engineer
City of Ukiah
R.C.E. 62230, my license expires 09-30-07



LOCATION MAP NO SCALE

SIGNATURE OMISSIONS

Signature of parties owning the following types of record title interest have been omitted pursuant to applicable provisions of the California Government Code Section 66436. Their interests are such that they cannot ripen into fee.

NAME	RECORD DATA
PACIFIC GAS & ELECTRIC COMPANY	BK. 1244 O.R., PG. 175, M.C.R.
NATURE OF INTEREST	
EASEMENT	

PARCEL MAP

OF MINOR SUBDIVISION # 04-51
BEING A PORTION OF LOT 73 IN THE
YOKAYO RANCHO
IN THE CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA
OCTOBER, 2004

COUNTY RECORDER'S STATEMENT

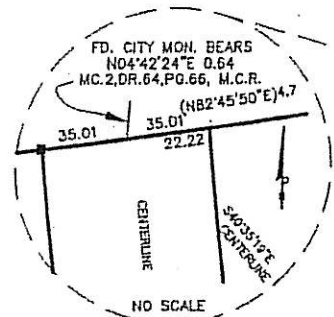
Filed this 2nd day of October, 2006 at 2:37 P.M.
in Maps, Drawer 14, Page 456, M.C.R.,
at the request of Walter M. Haydon.

Marsha A. Wharff, Assessor, County Clerk-Recorder
Mendocino County, State of California

By: Guillee Kaiser Deputy

SHEET 1 OF 3 SHEETS

MAPS	74
DRAWER	4
PAGE	4



M.C. 2, DR. 64, PG. 21, M.C.R.
 LOT 74 Y.R.

LOT 73 Y.R.

REDWOOD BUSINESS PARK OF UKIAH

SEE NOTE 5.
 (S 66°06'18" W) 4 364.35 (363.82) 4
 25 FOOT WIDE PUBLIC UTILITY EASEMENT
 INST. NO. 2006-16741, M.C.R.
PARCEL 2
 2.38 ACRES GROSS
 2.06 ACRES NET
 (N 82°28'11" E 33.00) 1,2
 PARCEL "D" AS PER BK. 2260 O.R.,
 PG. 642, M.C.R.
 (N 09°07'45" W 33.00) 1,2

PORTION PARCEL "B" AS PER
 BK. 2260 O.R., PG. 642, M.C.R.
 20 FOOT WIDE SANITARY SEWER LINE
 EASEMENT AS DESCRIBED IN DEED
 BK. 483 O.R., PG. 378, M.C.R.
 25 FOOT WIDE PUBLIC UTILITY EASEMENT
 BK. 2329 O.R., PG. 513, M.C.R.
PARCEL 1
 6.49 ACRES GROSS
 6.28 ACRES NET
 PARCEL "C" AS PER BK. 2260 O.R.,
 PG. 642, M.C.R.
 (N 82°28'11" E 33.00) 1,2
 (S 05°55'53" E 33.00) 1,2
 (Δ = 27°03'26" R = 100.00 L = 47.22) 1,2
 (Δ = 23°14'33" R = 100.00 L = 40.57) 1,2

CURVE TABLE

C1	Δ = 10°57'44"	R = 2369.00	L = 453.25
C2	Δ = 17°08'11"	R = 125.00	L = 37.39
C3	Δ = 15°25'37"	R = 125.00	L = 33.66
C4	Δ = 91°43'33"	R = 289.00	L = 462.67

NORTHWESTERN PACIFIC RAILROAD
 CENTERLINE

MENDOCINO BREWING COMPANY

M.C. 2, DR. 61, PG. 37 & 38, M.C.R.

BASIS OF BEARINGS

SEE SHEET 3

PARCEL 3

CALIF. STATE HIGHWAY 101
 CENTERLINE

STAT. 644+00.00 P.O.T.

(S 02°29'45" E 844.83) 5
 (S 02°29'15" E 844.98)

(105) 5
 105.01

STAT. "B15" 635+55.37 P.O.T.

CENTERLINE EXISTING 20' WIDE SANITARY
 SEWER LINE EASEMENT
 PER BOOK 483, O.R., PAGE 378, M.C.R.

FROM NW CORNER PARCEL 1, S 82°45'50" W, 22.22' TO
 THE POINT OF BEGINNING. THENCE THE FOLLOWING:
 S40°35'19" E, 726.67 (N41°26'30" W) 4
 S15°47'12" E, 463.24 (N16°27'50" W) 8
 TO WESTERLY LINE CALIFORNIA STATE HIGHWAY 101.

LEGEND

- = 1/2" PIPE WITH A PLASTIC PLUG STAMPED L.S.4873 SET THIS SURVEY.
- = FOUND PIPES AS SHOWN ON A MAP FILED IN MAP CASE 2, DRAWER 61, PAGE 37, M.C.R.
- ⊗ = FOUND PIPES AS SHOWN ON A MAP FILED IN MAP CASE 2, DRAWER 62, PAGE 30, M.C.R.
- △ = FOUND CONCRETE MONUMENT WITH 2 3/8" BRASS DISC STAMPED CALIFORNIA DIVISION OF HIGHWAYS.
- = SET LEAD AND TAG IN CONCRETE BOX.
- ▲ = FOUND PIPES AS SHOWN ON A MAP FILED IN MAP CASE 2, DRAWER 64, PAGE 21, M.C.R.
- T.S. = THIS SURVEY.
- ||||| = ACCESS RESTRICTED PER 599 O.R., PG. 598, M.C.R.

() = RECORD BEARINGS AND DISTANCES AGREE WITH THIS SURVEY UNLESS SHOWN OTHERWISE. RECORD DATA FROM:

1. MAP CASE 2, DRAWER 61, PAGE 37, M.C.R.
2. BK. 2260 O.R., PG. 642, M.C.R.
3. BK. 2294 O.R., PG. 218, M.C.R.
4. BK. 2183 O.R., PG. 338, M.C.R.
5. CALIF. DIVISION OF HIGHWAYS MAP D1-MEN-101-22.16 AND 22.77, 1980. MONUMENTATION MAPS FILED IN EUREKA, CALIF.
7. MAP CASE 2, DRAWER 64, PAGE 21, M.C.R.
8. BK. 483 O.R., PG. 378, M.C.R.

BASIS OF BEARINGS

NORTH 69°12'24" EAST, BETWEEN FOUND MONUMENTS AS SHOWN ON A MAP FILED IN MAP CASE 2, DRAWER 61, PAGE 37, MENDOCINO COUNTY RECORDS.

NOTES

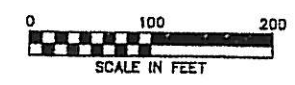
1. ALL DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. ALL NATURAL CREEKS AND DRAWS CONSTITUTE A DRAINAGE EASEMENT, WIDTH OF THE SAID EASEMENT BEING 20 FEET WIDE OR TO THE HIGH WATER LEVEL PLUS 5 FEET HORIZONTAL DISTANCE, WHICHEVER IS GREATER.
3. BEARINGS ARE IN TERMS OF THE CALIFORNIA COORDINATE SYSTEM, ZONE 2, AS PER MAPS FILED IN M.C. 2, DR. 61, PG. 37, M.C.R. AND M.C. 2, DR. 47, PG. 24, M.C.R. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.
4. DEED RECORDED IN BOOK 2183 O.R., PAGE 338, M.C.R. AND NOTE #5 IN LEGEND ABOVE ARE IN TERMS OF CALIF. GRID, ZONE 2, 1980. TO CONVERT GRID TO GROUND MULTIPLY DISTANCES BY 1.0001031.
5. DEED RECORDED IN BOOK 2183 O.R., PAGE 338, M.C.R. AND NOTE #5 IN LEGEND ABOVE ARE IN TERMS OF CALIF. GRID, ZONE 2, 1980. TO CONVERT GRID TO GROUND MULTIPLY DISTANCES BY 1.0001031.

ADDITIONAL NOTES

- (A) = FROM B.C. ON CENTERLINE, A FOUND CITY MON. AS PER M.C. 2, DR. 64, PG. 66, M.C.R. BEARS S20°35'43" E, 0.30.
- (B) = FROM INTERSECTION, A FOUND CITY MON. AS PER M.C. 2, DR. 64, PG. 66, M.C.R. BEARS N50°01'57" E, 0.11.

PARCEL MAP
 OF MINOR SUBDIVISION # 04-51
 BEING A PORTION OF LOT 73
 OF THE YOKAYO RANCHO
 IN THE CITY OF UKIAH

MENDOCINO COUNTY, CALIFORNIA
 OCTOBER, 2004



SHEET 2 OF 3 SHEETS

MAPS
 DRAWER 74
 PAGE 5

069

RC4094



PARCEL 1

20 FOOT WIDE SANITARY SEWER LINE EASEMENT AS DESCRIBED IN DEED BK. 483 O.R., PG. 378, M.C.R.

SEE SHEET 2
MENDOCINO BREWING COMPANY
BK. 2294 O.R., PG. 21B, M.C.R.
M.C. 2, DR. 61, PG. 37 & 38, M.C.R.

15' EASEMENT TO P.T. & T. PER BK. 1199 O.R., PG. 171, M.C.R.
NORTHWESTERN PACIFIC RAILROAD
CENTERLINE
T.S. (S 20°47'36"E) 1.23 (N 20°45'17"W) 1.4

BASIS OF BEARINGS
(S 69°12'24" W 310.00)3
(S 20°47'36" E) 3
(S 69°12'24" W 310.00)3
(S 69°12'24" W 310.00)3

PARCEL 3
8.02 ACRES

15' EASEMENT TO P.T. & T. PER BK. 1199 O.R., PG. 171, M.C.R.

NORGARD PROPERTIES INC.
INSTR. NO. 2002-06799,
M.C.R.

16D NAIL WITH 1-1/4" DIAMETER WASHER STAMPED LS 4873 AS PER M.C. 2, DR. 54, PG. 60, M.C.R. LOCATED PREVIOUS SURVEY.

LOT 73
LOT 71

STAT. 644+00.00 P.O.T.

(S 02°29'45" E 844.63)5
S 02°29'15" E 844.98

CENTERLINE
CALIFORNIA STATE HIGHWAY 101

(105)5
105.01
STAT. "B15" 635+55.37 P.O.T.

1" PIPE WITH A PLASTIC PLUG STAMPED LS 3234 AS PER M.C. 2, DR. 54, PG. 60, M.C.R. LOCATED PREVIOUS SURVEY.

Δ = 03°00'05"
R = 2395.24
(R = 2395.00)5
L = 125.47

Δ = 03°00'05"
R = 2395.24
(R = 2395.00)5
L = 125.47

NO SCALE

LEGEND

- = 1/2" PIPE WITH A PLASTIC PLUG STAMPED L.S.4873 SET THIS SURVEY.
- = FOUND PIPES AS SHOWN ON A MAP FILED IN MAP CASE 2, DRAWER 61, PAGES 37 AND 38, M.C.R.
- ⊗ = FOUND PIPES AS SHOWN ON A MAP FILED IN MAP CASE 2, DRAWER 62, PAGES 30, M.C.R.
- △ = FOUND CONCRETE MONUMENT WITH 2 3/8" BRASS DISC STAMPED CALIFORNIA DIVISION OF HIGHWAYS.
- = MONUMENT FOUND AS NOTED.
- T.S. = THIS SURVEY.
- ||||| = ACCESS RESTRICTED AS PER BK. 599 O.R., PG. 59B, M.C.R.
- () = RECORD BEARINGS AND DISTANCES AGREE WITH THIS SURVEY UNLESS SHOWN OTHERWISE. RECORD DATA FROM:
 1. MAP CASE 2, DRAWER 61, PAGES 37 AND 38, M.C.R.
 2. BK. 2260 O.R., PG. 642, M.C.R.
 3. BK. 2294 O.R., PG. 21B, M.C.R.
 4. BK. 2183 O.R., PG. 33B, M.C.R.
 5. CALIF. DIVISION OF HIGHWAYS MAP 01-MEN-101-22.16 AND 22.77, 1980. MONUMENTATION MAPS FILED IN EUREKA, CALIF.
 6. MAP CASE 2, DRAWER 54, PAGE 60, M.C.R.
 7. INSTR. NO. 2006-00000, M.C.R.

BASIS OF BEARINGS

NORTH 69°12'24" EAST, BETWEEN FOUND MONUMENTS AS SHOWN ON A MAP FILED IN MAP CASE 2, DRAWER 61, PAGES 37 AND 38, MENDOCINO COUNTY RECORDS.

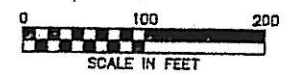
NOTES

1. ALL DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. ALL NATURAL CREEKS AND DRAWS CONSTITUTE A DRAINAGE EASEMENT, WIDTH OF THE SAID EASEMENT BEING 20 FEET WIDE OR TO THE HIGH WATER LEVEL PLUS 5 FEET HORIZONTAL DISTANCE, WHICHEVER IS GREATER.
3. BEARINGS ARE IN TERMS OF THE CALIFORNIA COORDINATE SYSTEM, ZONE 4, AS PER MAP FILED IN M.C. 2, DR. 61, PG. 37, M.C.R. AND M.C. 2, DR. 47, PG. 24, M.C.R. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.
4. DEED RECORDED IN BOOK 2183 O.R., PAGE 33B, M.C.R. AND NOTE #5 IN LEGEND ABOVE ARE IN TERMS OF THE CALIF. GRID, ZONE 2, 1980. TO CONVERT GRID TO GROUND MULTIPLY DISTANCES BY 1.0001031.

PARCEL MAP

OF MINOR SUBDIVISION # 04-51
BEING A PORTION OF LOT 73
OF THE YOKAYO RANCHO
IN THE CITY OF UKIAH

MENDOCINO COUNTY, CALIFORNIA
OCTOBER, 2004



SHEET 3 OF 3 SHEETS

MAPS	
DRAWER	74
PAGE	6

069

RD4084

OWNER'S STATEMENT

The undersigned being all parties having any record title interest in the land within this division, hereby consent to the preparation and recordation of this map.

UKIAH REDEVELOPMENT AGENCY

[Signature]
By: CANDACE HORSLEY City Manager

ACKNOWLEDGEMENT

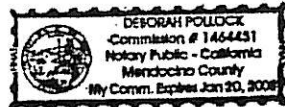
State of California SS
County of Mendocino

On 9/26/06 before me, Deborah Pollock notary public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Candace Horsley personally known to me (or 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 she executed the same in her authorized capacity and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Deborah Pollock Name Deborah Pollock
My commission expires January 20, 2008

Notary Public in and for the
County of Mendocino
State of California



ACCURACY STATEMENT

I, Walter M. Haydon, hereby state that all survey work required in the preparation of this map and related monumentation was performed to a minimum accuracy of 1:5000.

[Signature]
Walter M. Haydon L.S. 4873
License Expires 09-30-2006

SURVEYOR'S STATEMENT

This map was prepared by me, or under my direction, and is based upon a field survey in conformance with the requirements of the subdivision map act and local ordinance at the request of the Ukiah Redevelopment Agency in October, 2004.

I, hereby state that this parcel map substantially conforms to the approved, or conditionally approved, tentative map, if any. I further state that all monuments are of the character and occupy the positions indicated and that said monuments are sufficient to enable the survey to be retraced.

[Signature]
Walter M. Haydon L.S. 4873
License Expires 09/30/2006



PROOF OF OWNERSHIP STATEMENT

I hereby state that the proof of ownership report made by Redwood Empire Title Co this 2nd day of October, 2006, conforms to the provisions of the Subdivision Map Act.

Marsha A. Wharff Assessor, County Clerk-Recorder
Mendocino County, California

By: *[Signature]* Deputy

BOND STATEMENT

I, Kristi Furman, Clerk of the Board of Supervisors of the County of Mendocino, State of California, hereby state that the bond or deposit as required by the "Subdivision Map Act", Section 66454 of Title 7 of the Government Code, Division 2, has been filed.

Dated this 2nd day of October, 2006.

Kristi Furman Clerk, Board of Supervisors.

By: *[Signature]* Deputy

NOTE

1. Record title interest and encumbrances were based upon a preliminary title report from First American Title Insurance Company of Mendocino County, Preliminary Report No. 2306-1471202 dated October 1, 2004.

CITY SURVEYOR'S STATEMENT

I hereby state that the map of this subdivision was examined by me or under my direction; that it is substantially the same as it appeared on the tentative map and any approved alterations thereof; that all provisions of the subdivision map act amended and of any local ordinances applicable at the time of approval of the tentative map have been complied with and I am satisfied that said map is technically correct.

S.H.N., Consulting Engineers and Geologists, Inc.

[Signature]
By: Thomas M. Herman, P.L.S. 4805
License Expires 09-30-06

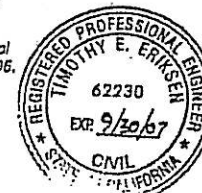


CITY ENGINEER'S STATEMENT

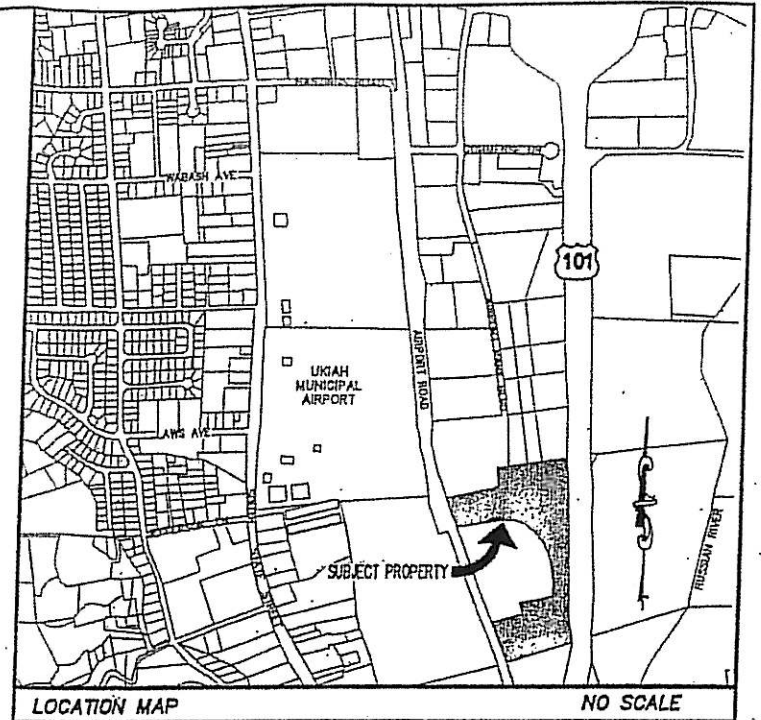
I Timothy E. Erikson, hereby state that I have examined and checked this Parcel Map and that the subdivision as shown is substantially the same as it appears on the Tentative Map and any approved alterations thereof, and I further state that said map is in conformance with Title 7, Division 2, Chapter 2 of the government code, State of California, and the Ukiah City Code, and I am therefore satisfied that the map is technically correct.

In witness whereof, I have hereunto set my hand and affixed my official seal of Ukiah, California this 26 day of SEPTEMBER, 2006.

[Signature]
Timothy E. Erikson, City Engineer
City of Ukiah
R.C.E. 62230, my license expires 09-30-07



Ex. 6



LOCATION MAP

NO SCALE

SIGNATURE OMISSIONS

Signature of parties owning the following types of record title interest have been omitted pursuant to applicable provisions of the California Government Code Section 66436. Their interests are such that they cannot ripen into fee.

NAME	RECORD DATA
PACIFIC GAS & ELECTRIC COMPANY	BK. 1244 O.R., PG. 175, M.C.R.
NATURE OF INTEREST	
EASEMENT	

PARCEL MAP
OF MINOR SUBDIVISION # 04-51
BEING A PORTION OF LOT 73 IN THE
YOKAYO RANCHO
IN THE CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA
OCTOBER, 2004

COUNTY RECORDER'S STATEMENT

Filed this 2nd day of October, 2006 at 2:37 P.M.
in Maps, Drawer 174, Page 556, M.C.R.,
at the request of Walter M. Haydon.

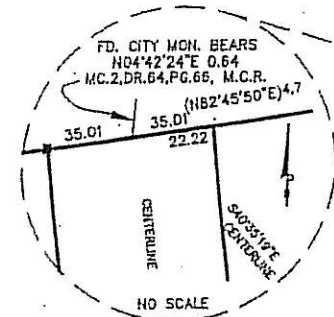
Marsha A. Wharff, Assessor, County Clerk-Recorder
Mendocino County, State of California

By: *[Signature]* Deputy

SHEET 1 OF 3 SHEETS

MAPS 174
DRAWER 174
PAGE 4

SURVEYED BY RAU AND ASSOCIATES, Ukiah, CALIFORNIA #009 FEE \$12.00



REDWOOD BUSINESS PARK OF UKIAH

M.C. 2, DR. 64, PG. 21, M.C.R.
LOT 74 Y.R.

NB2°45'50\"/>

534.58

LOT 73 Y.R.

145.18 (145.16)⁴

75.16

35.01 35.01

Δ = 01°54'54\"/>

Δ = 01°53'12\"/>

PORTION PARCEL "B" AS PER BK. 2260 O.R., PG. 642, M.C.R.

20 FOOT WIDE SANITARY SEWER LINE EASEMENT AS DESCRIBED IN DEED BK. 483 O.R., PG. 378, M.C.R.

25 FOOT WIDE PUBLIC UTILITY EASEMENT BK. 2329 O.R., PG. 513, M.C.R.

PARCEL "C" AS PER BK. 2260 O.R., PG. 642, M.C.R.

(N 82°28'11\"/>

(S 05°55'53\"/>

(Δ = 27°03'26\"/>

(Δ = 23°14'33\"/>

PARCEL 1 6.49 ACRES GROSS 6.28 ACRES NET

PARCEL "A" AS PER BK. 2260 O.R., PG. 642, M.C.R.

(N 07°31'49\"/>

(S 09°07'45\"/>

Δ = 07°45'53\"/>

(S20°47'35\"/>

Δ = 09°14'48\"/>

Δ = 12°36'06\"/>

(Δ = 12°35'05\"/>

Δ = 03°21'18\"/>

(L = 513.33)^{1,2}

(Δ = 89°40'02\"/>

(L = 491.41)^{1,2}

(L = 422.64)^{1,2}

(Δ = 91°43'33\"/>

(N 02°26'58\"/>

(S 02°28'15\"/>

(S 02°29'45\"/>

(105)⁵

105.01

(182.58)^{1,2}

(152.58)^{1,2}

(50.00)^{1,2}

68.10

120.55

STAT. 644+00.00 P.O.T.

NORTHWESTERN PACIFIC RAILROAD CENTERLINE

CALIF. STATE HIGHWAY 101 CENTERLINE

MENDOCINO BREWING COMPANY

M.C. 2, DR. 61, PG. 37 & 38, M.C.R.

BASIS OF BEARINGS

SEE SHEET 3

PARCEL 3

CURVE TABLE			
C1	Δ = 10°57'44"	R = 2369.00	L = 453.25
C2	Δ = 17°08'11"	R = 125.00	L = 37.39
C3	Δ = 15°25'37"	R = 125.00	L = 33.66
C4	Δ = 91°43'33"	R = 289.00	L = 462.67

CENTERLINE EXISTING 20' WIDE SANITARY SEWER LINE EASEMENT PER BOOK 483, O.R., PAGE 378, M.C.R.

FROM NW CORNER PARCEL 1, S 82°45'50\"/>

LEGEND

- = 1/2" PIPE WITH A PLASTIC PLUG STAMPED L.S.4873 SET THIS SURVEY.
- = FOUND PIPES AS SHOWN ON A MAP FILED IN MAP CASE 2, DRAWER 61, PAGE 37, M.C.R.
- ⊗ = FOUND PIPES AS SHOWN ON A MAP FILED IN MAP CASE 2, DRAWER 62, PAGE 30, M.C.R.
- △ = FOUND CONCRETE MONUMENT WITH 2 3/8" BRASS DISC STAMPED CALIFORNIA DIVISION OF HIGHWAYS.
- = SET LEAD AND TAG IN CONCRETE BOX.
- ▲ = FOUND PIPES AS SHOWN ON A MAP FILED IN MAP CASE 2, DRAWER 64, PAGE 21, M.C.R.
- T.S. = THIS SURVEY.
- ||||| = ACCESS RESTRICTED PER 599 O.R., PG. 599, M.C.R.

() = RECORD BEARINGS AND DISTANCES AGREE WITH THIS SURVEY UNLESS SHOWN OTHERWISE. RECORD DATA FROM:

1. MAP CASE 2, DRAWER 61, PAGE 37, M.C.R.
2. BK. 2260 O.R., PG. 642, M.C.R.
3. BK. 2294 O.R., PG. 218, M.C.R.
4. BK. 2183 O.R., PG. 338, M.C.R.
5. CALIF. DIVISION OF HIGHWAYS MAP 01-MEN-101-22.16 AND 22.77, 1980. MONUMENTATION MAPS FILED IN EUREKA, CALIF.
7. MAP CASE 2, DRAWER 64, PAGE 21, M.C.R.
8. BK. 483 O.R., PG. 378, M.C.R.

BASIS OF BEARINGS

NORTH 69°12'24" EAST, BETWEEN FOUND MONUMENTS AS SHOWN ON A MAP FILED IN MAP CASE 2, DRAWER 61, PAGE 37, MENDOCINO COUNTY RECORDS.

NOTES

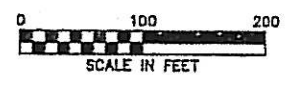
1. ALL DISTANCES SHOWN HEREDN ARE IN FEET AND DECIMALS THEREOF.
2. ALL NATURAL CREEKS AND DRAWS CONSTITUTE A DRAINAGE EASEMENT, WIDTH OF THE SAID EASEMENT BEING 20 FEET WIDE OR TO THE HIGH WATER LEVEL PLUS 5 FEET HORIZONTAL DISTANCE, WHICHEVER IS GREATER.
3. BEARINGS ARE IN TERMS OF THE CALIFORNIA COORDINATE SYSTEM, ZONE 2, AS PER MAPS FILED IN M.C. 2, DR. 61, PG. 37, M.C.R. AND M.C. 2, DR. 47, PG. 24, M.C.R. DISTANCES SHOWN HEREDN ARE GROUND DISTANCES.
4. DEED RECORDED IN BOOK 2183 O.R., PAGE 338, M.C.R. AND NOTE #5 IN LEGEND ABOVE ARE IN TERMS OF CALIF. GRID, ZONE 2, 1980. TO CONVERT GRID TO GROUND MULTIPLY DISTANCES BY 1.0001031.
5. DEED RECORDED IN BOOK 2183 O.R., PAGE 338, M.C.R. AND NOTE #5 IN LEGEND ABOVE ARE IN TERMS OF CALIF. GRID, ZONE 2, 1980. TO CONVERT GRID TO GROUND MULTIPLY DISTANCES BY 1.0001031.

ADDITIONAL NOTES

- (A) = FROM B.C. ON CENTERLINE, A FOUND CITY MON. AS PER M.C. 2, DR. 64, PG. 66, M.C.R. BEARS S20°35'43\"/>
- (B) = FROM INTERSECTION, A FOUND CITY MON. AS PER M.C. 2, DR. 64, PG. 66, M.C.R. BEARS N50°01'57\"/>

PARCEL MAP
OF MINOR SUBDIVISION # 04-51
BEING A PORTION OF LOT 73
OF THE YOKAYO RANCHO
IN THE CITY OF UKIAH

MENDOCINO COUNTY, CALIFORNIA
OCTOBER, 2004



SHEET 2 OF 3 SHEETS

MAPS	
DRAWER	74
PAGE	5

069



PARCEL 1

20 FOOT WIDE SANITARY SEWER LINE EASEMENT AS DESCRIBED IN DEED BK. 483 O.R., PG. 37B, M.C.R.

SEE SHEET 2

MENDOCINO BREWING COMPANY
BK. 2294 O.R., PG. 218, M.C.R.

M.C. 2, DR. 61, PG. 37 & 38, M.C.R.

15' EASEMENT TO P.T. & T. PER BK. 1199 O.R., PG. 171, M.C.R.
NORTHWESTERN PACIFIC RAILROAD
CENTRELINE

BASIS OF BEARINGS
(S 69°12'24" W 310.00)3
(S 69°12'24" W 310.00)3
(S 20°47'36" E 13.12)3
(N 02°28'58" W)1.29
(E 22°29'15" E 844.98)5
(S 02°29'45" E 844.98)5
(S 02°29'15" E 844.98)5
(S 02°29'45" E)5

PARCEL 3
8.02 ACRES

CALIFORNIA STATE HIGHWAY 101
CENTRELINE

1" PIPE WITH A PLASTIC PLUG STAMPED LS 3234 AS PER M.C. 2, DR. 54, PG. 60, M.C.R. LOCATED PREVIOUS SURVEY.

Δ = 03°00'05"
R = 2395.24
(R = 2395.00)5
L = 125.47

STAT. "B15" 635+55.37 P.O.T.

Δ = 03°00'05"
R = 2395.24
(R = 2395.00)5
L = 125.47

16D NAIL WITH 1-1/4" DIAMETER WASHER STAMPED LS 4873 AS PER M.C. 2, DR. 54, PG. 60, M.C.R. LOCATED PREVIOUS SURVEY.

LOT 73
LOT 71

NORGARD PROPERTIES INC.
INSTR. NO. 2002-06799, M.C.R.

LEGEND

- = 1/2" PIPE WITH A PLASTIC PLUG STAMPED L.S.4873 SET THIS SURVEY.
- = FOUND PIPES AS SHOWN ON A MAP FILED IN MAP CASE 2, DRAWER 61, PAGES 37 AND 38, M.C.R.
- ✕ = FOUND PIPES AS SHOWN ON A MAP FILED IN MAP CASE 2, DRAWER 62, PAGES 30, M.C.R.
- △ = FOUND CONCRETE MONUMENT WITH 2 3/8" BRASS DISC STAMPED CALIFORNIA DIVISION OF HIGHWAYS.
- = MONUMENT FOUND AS NOTED.
- T.S. = THIS SURVEY.
- ||||| = ACCESS RESTRICTED AS PER BK. 599 O.R., PG. 59B, M.C.R.
- () = RECORD BEARINGS AND DISTANCES AGREE WITH THIS SURVEY UNLESS SHOWN OTHERWISE. RECORD DATA FROM:
 1. MAP CASE 2, DRAWER 61, PAGES 37 AND 38, M.C.R.
 2. BK. 2260 O.R., PG. 642, M.C.R.
 3. BK. 2294 O.R., PG. 218, M.C.R.
 4. BK. 2183 O.R., PG. 33B, M.C.R.
 5. CALIF. DIVISION OF HIGHWAYS MAP 01-MEN-101-22.16 AND 22.77, 1980, MONUMENTATION MAPS FILED IN EUREKA, CALIF.
 6. MAP CASE 2, DRAWER 54, PAGE 60, M.C.R.
 8. INSTR. NO. 2006-00000, M.C.R.

BASIS OF BEARINGS

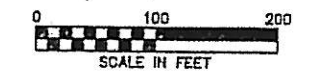
NORTH 69°12'24" EAST, BETWEEN FOUND MONUMENTS AS SHOWN ON A MAP FILED IN MAP CASE 2, DRAWER 61, PAGES 37 AND 38, MENDOCINO COUNTY RECORDS.

NOTES

1. ALL DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. ALL NATURAL CREEKS AND DRAWS CONSTITUTE A DRAINAGE EASEMENT, WIDTH OF THE SAID EASEMENT BEING 20 FEET WIDE OR TO THE HIGH WATER LEVEL PLUS 5 FEET HORIZONTAL DISTANCE, WHICHEVER IS GREATER.
3. BEARINGS ARE IN TERMS OF THE CALIFORNIA COORDINATE SYSTEM, ZONE 4, AS PER MAP FILED IN M.C. 2, DR. 61, PG. 37, M.C.R. AND M.C. 2, DR. 47, PG. 24, M.C.R. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.
4. DEED RECORDED IN BOOK 2183 O.R., PAGE 33B, M.C.R. AND NOTE #5 IN LEGEND ABOVE ARE IN TERMS OF THE CALIF. GRID, ZONE 4, 1980. TO CONVERT GRID TO GROUND MULTIPLY DISTANCES BY 1.0001031.

PARCEL MAP
OF MINOR SUBDIVISION # 04-51
BEING A PORTION OF LOT 73
OF THE YOKAYO RANCHO
IN THE CITY OF UKIAH

MENDOCINO COUNTY, CALIFORNIA
OCTOBER, 2004



SHEET 3 OF 3 SHEETS

MAPS	74
DRAWER	6
PAGE	

069

RD4084

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement is entered on _____, 2009 ("Effective Date"), in Ukiah, California, by and among the City of Ukiah ("City"), a general law municipal corporation, Ukiah Redevelopment Agency ("Buyer"), the City's redevelopment agency, and Legacy Four-Ukiah, LLC ("Seller"), a California limited liability company.

1. **Sale of Premises:** Subject to the conditions in paragraph 2.a, below, Seller agrees to sell and Buyer agrees to buy (1) that certain real property located in the City of Ukiah, Mendocino County, California known as Mendocino County Assessor Parcel ("APN") Numbers 180-080-57, 62 and 63, also known as 1275 Airport Park Blvd., Ukiah, CA, and more particularly described as LOTS F8 AND G3, as numbered and designated on that certain Parcel Map No. M.S. 97-07 filed for record July 28, 1997 in Map Case 2, Drawer 64, Pages 21 and 22, Mendocino County Records ("the Property"), together with a private easement for access and public utility purposes, encompassing the portion of the improved road and cul de sac ("the Private Road Improvements") located on the property of Seller, known as APN No. 180-080-60, 61 and 56, and more particularly described as LOTS F7 AND G4, as numbered and designated on that certain Parcel Map No. M.S. 97-07 filed for record July 28, 1997 in Map Case 2, Drawer 64, Pages 21 and 22, Mendocino County Records ("Seller's Property") and an additional strip of land of the same width extending from the eastern end of the cul de sac to the east boundary of Seller's Property ("the Easement"). Buyer is procuring a Record of Survey Map and a legal description from a civil engineering firm for the purpose of extinguishing an existing private street easement, shown as Road A on Parcel Map MS 97-07, filed in Map Case 2, Drawer 64, Page 2 of the Official Records of Mendocino County and for the purpose of describing a new private street easement with contiguous public utility easement to include the existing curb, gutter, sidewalk and road and the extension. The legal description and Record of Survey Map will be prepared, approved by Buyer and Seller and deposit in escrow prior to Closing and used by the Title Company to prepare the deeds for recordation and title insurance.

2. **Conditions:**

a. On Buyer's obligation to buy. Buyer shall have no obligation to buy the Property and the Easement from Seller, unless or until:

i. it has entered satisfactory agreements as follows:

(1) with TKH Coastal Property Investments, LLC and TKH Ukiah Property, LLC, California limited liability companies (collectively, "TKH"), to buy certain properties ("TKH Properties") from TKH with escrow to close simultaneously on the purchase of the Properties, the Easement and the TKH Properties; and

(2) with Redwood Business Park of Ukiah, a California Limited Partnership ("Redwood") and FYHRCO, Inc., a Nevada Corporation ("FYHRCO") to assume certain promissory notes and deeds of trust on the TKH Properties.

ii. Buyer has complied with the California Environmental Quality Act ("CEQA") by determining that the purchase does not require environmental review or by adopting a notice of exemption, negative declaration or environmental impact report, as determined by Buyer.

b. On Seller's obligation to sell: Seller shall have no obligation to sell the Property and the Easement to Buyer, unless the following conditions are satisfied:

i. On or before July 31, 2009, or any extension thereof approved in writing by Seller, Buyer has provided notice to Seller that it has complied with CEQA;

ii. On or before June 20, 2009, or any extension thereof approved in writing by Seller, Buyer has notified Seller that it has entered escrow on its purchase of the TKH properties with escrow on the purchase of said properties to close simultaneously with the close of escrow on the purchase of the Property and Easement pursuant to this Agreement; and

iii. On or before June 20, 2009, or any extension thereof approved in writing by Seller, Buyer has notified Seller that it has entered an agreement with Redwood and FYHRCO to assume the notes and deeds of trust on the TKH Property.

iv. On or before June 20, 2009, or any extension thereof approved in writing by Buyer and Seller, Seller receives approval for reconveyance of Parcels F8 and G3 to the Buyer by GMAC, the mortgage holder.

3. **Purchase Price:** Seller agrees to accept from Buyer Six Hundred Twenty Thousand, Five Hundred Twelve Dollars (\$620,512) for the Property, based on an agreed upon fair market value of \$3.50 per square foot times 177,289 sq. ft. (4.07 acres x 43,560 sq. ft.) and Eight-Six Thousand One Hundred Ten Dollars (\$86,110) for the Easement and to reimburse Seller for the proportionate cost of constructing the Private Road Improvements, for a total purchase price of Seven Hundred Six Thousand Six Hundred Sixty-Two Dollars (\$706,662).

4. **Condition of Title:** Title to the Premises shall be free and clear of all liens, except for taxes not yet due, and all leases, easements and encumbrances not approved by Buyer.

5. **Escrow:** Buyer shall open escrow with a title company of its choice within five (5) days from the effective date of this Agreement and deposit with the title company \$1,000, which shall be applied toward the total purchase price. The parties shall deliver escrow instructions to the escrow agent within 14 days from the effective date of this Agreement, which shall include the following:

a. **Closing date:** Escrow shall close by August 3, 2009, or upon the close of escrow under the TKH Agreement, whichever is later, unless extended by mutual written agreement of the parties.

b. Preliminary title report and title insurance: Buyer shall have 30 days from the Effective Date to approve a preliminary title report. If Buyer disapproves the report, it must provide written notice of such disapproval to Seller. Buyer shall have no further obligations under this Agreement and shall be entitled to the return of any money or documents deposited with the escrow agent, if he gives Seller timely written notice that he disapproves of title as set forth in a preliminary title report. If Buyer fails to provide such timely written notice, it shall be deemed to have waived all objections to title. The title company must issue prior to closing a CLTA title insurance policy in the amount of the total purchase price, listing only those exceptions approved by Buyer.

c. Inspections and Condition of Premises: Buyer is purchasing the Property in its AS IS condition without any representation or warranty from Seller as to its condition. Buyer shall have 30 days from the Effective Date to obtain and approve any inspections of the Premises as it deems necessary. Seller shall provide Buyer and its inspectors with reasonable access to the Premises for inspection purposes. If Buyer wants to perform any destructive testing, it shall so notify Seller, which shall agree to the testing or inspection, provided Buyer agrees to restore the inspected or tested property to the condition it was in prior to the test or inspection, if Buyer decides to terminate this Agreement, and provides adequate security for such repair or restoration. If Buyer disapproves a timely inspection report, it must provide written notice of such disapproval to Seller. Buyer shall have no further obligations under this Agreement and shall be entitled to the return of any money or documents deposited with the escrow agent, if it gives Seller timely written notice that it disapproves of a timely inspection report a copy of which it has provided to Seller. If Buyer fails to provide such timely written notice, it shall be deemed to have waived all objections to the condition of the Premises.

d. Seller Disclosures: Seller discloses the following information it has concerning the condition of the Property and the Easement.

(1) **Flood Hazard Area Disclosure:** The Property and the Easement or a portion thereof are located within a Federal Emergency Management Agency (FEMA) "Special Flood Hazard Area."

(2) **Geologic Hazard Zone:** The Property and the Easement are not located within a Special Studies Zone as designated under Public Resources Code §§ 2021-2625.

e. Closing costs: Buyer shall pay all escrow and title insurance costs of said conveyance. Real property taxes, assessments and insurance premiums, if any, shall be prorated between the parties from the date the deed is recorded in the official records of Mendocino County. All pro-rations shall be made on the basis of a 365 day year or 30 day month as applicable.

f. Easements: Seller and Buyer shall each grant an easement to the other for access

and public utilities for the benefit of the Property and the Seller's Property. Both the Property and the Seller's Property are burdened by a public easement granted to the City of Ukiah for public roadway and public utility purposes, described as Road "A" in the Grant of Easement, recorded on June 17, 1997, at Book 2422, commencing at Page 563 ("Road A Easement"). The Road A Easement was never developed and the Private Street Improvements are not confined to the Road A Easement. Prior to Close of Escrow, the City will abandon the Road A Easement and quit claim its interest therein to Seller. The parties shall retain a licensed land surveyor to survey and prepare a legal description for the Easement the cost of which shall be paid by Buyer.

g. Payment of purchase: Buyer shall deposit by check the balance of the purchase price prior to close of escrow.

h. Tax Withholding: Under the Foreign Investment in Real Property Tax Act (FIRPA; 26 USC §1445), every buyer of U.S. real property must, unless an exemption applies, deduct and withhold from a seller's proceeds 10% of the gross sales price. No withholding is required if the Seller certifies under penalty of perjury that it is not a foreign person within the meaning of the Act. The Seller hereby certifies under penalty of perjury that it is not a "foreign person" within the meaning of FIRPA and Buyer is not required to and shall not withhold any portion of the gross sales price for state or federal capital gains tax.

i. Coordination of escrows: Escrow for the Property and the Easement shall be coordinated with escrow instructions for the escrow for the separate transactions mentioned in paragraph 2 above so that deeds are recorded simultaneously.

6. Right of Possession: Buyer's right of possession shall commence upon close of escrow.

7. Seller's Right to Share of Sale Proceeds. If Buyer sells Lots F8 or G3 within three (3) years after the Closing, Seller shall be entitled, as additional compensation for the sale of the Property to Buyer, to one-half (1/2) of the difference between \$3.50 per square foot and the net price per square foot received by Buyer from that sale, after deducting real estate agent fees, if any, escrow fees, title insurance fees and other expenses reasonably incurred by Buyer in connection with the sale. For example, if Buyer sells Lot F8 at \$4.00/SF, Lot F8 consists of 40,000 square feet, and Seller incurs \$10,000 in real estate broker commissions, escrow fees and title insurance costs, the Seller shall be entitled to one-half of \$10,000 or \$5,000 ($40,000 \times \$4/\text{sq. ft} = \$160,000 - \$10,000 = \$150,000 - \$140,000 (40,000 \times \$3.50) = \$10,000$). Escrow instructions for the sale of either parcel shall direct the Title Company to pay this amount to Seller or its designee upon the close of escrow on such sale.

8. Seller's Option to Purchase the Property. Seller shall have an exclusive option to purchase Lot F8 or G3, subject to the following conditions: (1) Within three (3) years of the Closing, the City of Ukiah has not issued building permits for more than 120,000 square feet of Retail/Commercial Development on all or any of Lots G-1, G-2, F-10 and F-11 and Parcel 1 (as said lots and parcels are further described in Exhibit A, attached hereto and incorporated herein by reference and Lots F8 and G3; and (2) the lot (F8, G3 or both) is still undeveloped and owned by

Buyer on the Exercise Date. The purchase price of Lots F8 or G3 under this option is \$3.50 per square foot, together with 100% of all closing costs and all other payments made as a condition of this agreement, as described in Section 3 and the costs of the survey required by Section 5.f. "Exercise Date" means the date when Seller gives Buyer written notice that it is entitled to exercise the option and that it is exercising its option to purchase designated parcels comprising the Property. The option expires and is of no further force or effect thirty-nine months after the Closing. Within thirty (30) days of the Exercise Date, the Parties shall enter a purchase and sale agreement for the lot or lots Seller has elected to purchase pursuant to this option and open escrow with a title company approved by Seller ("the Title Company"). The purchase agreement shall provide for escrow to close within sixty (60) days of the Exercise Date. Prior to close of escrow Seller shall deposit with the Title Company the full purchase price in cash or cash equivalent which shall be disbursed to Buyer upon close of escrow. Seller shall purchase the Property in its AS IS condition without any representation or warranty from Buyer as to its condition. The agreement shall contain terms consistent with this agreement and which are commercially reasonable and typically included in agreements to purchase commercial property in the City of Ukiah.

9. **Force Majeure:** The time for performing any condition under this Agreement shall be extended, and the obligations of Buyer suspended, by the number of days during which the performance of that condition is prevented due to fire, flood, unusual weather events, strikes, labor disputes, shortages, utility curtailments, power failures, explosions, civil disturbances, the time required to satisfy government regulatory requirements beyond the minimum periods permitted by law, acts of God, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties or any other reason beyond the reasonable control of the Buyer.

10. **Notice:** Whenever notice is permitted or required under this Agreement, it shall be deemed given when personally served by personal delivery, fax or overnight courier, or when deposited in the United States mail with proper first class postage affixed thereto and addressed as follows:

BUYER:

Ukiah Redevelopment Agency
C/o Jane Chambers, Executive Director
Ukiah Civic Center
300 Seminary Ave.
Ukiah, CA. 95482

FAX: (707) 462-6204

SELLER:

Legacy Four-Ukiah, LLC
C/o Ken Fowler
1265 Airport Park Blvd.
Ukiah, CA. 95482

FAX: (707) 462-2475

Either party may change its official address by giving notice as provided in this paragraph.

11 **Counterparts:** This Agreement may be executed in counterparts.

12. **Partial Invalidity:** If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected

thereby, and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

13. **Waivers:** No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of time for performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.

14. **Successors and Assigns:** This Agreement is binding upon and inures to the benefit of the permitted successors and assigns of the parties hereto.

15. **Professional Fees:** Neither Buyer nor Seller has used a licensed realtor or other agent in connection with the purchase of the Property or the Cul de Sac and neither party is liable to any such realtor or agent for a commission or fee. If either party is determined to have an obligation to pay any such fee or commission, it shall be the sole responsibility of that party to pay the fee or commission and that party shall indemnify and defend the other party from against any cost or liability arising out of the obligation to pay any such fee or commission.

16. **Entire Agreement:** This Agreement (including all Exhibits attached hereto) constitutes the entire contract between the parties hereto and may not be modified except by an instrument in writing signed by the party to be charged.

17. **Time of Essence:** Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision hereof.

18. **Construction:** This Agreement has been prepared by Seller and its professional advisors and reviewed by Buyer and its professional advisors. Seller and Buyer and their respective advisors believe that this Agreement is the product of all of their efforts, that it expresses their agreement and that it should not be interpreted in favor of or against either Buyer or Seller. The parties further agree that this Agreement will be construed to effectuate the normal and reasonable expectations of a sophisticated Seller and Buyer.

19. **Governing Law:** The parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. The parties mutually consent to jurisdiction and venue in the courts of Mendocino County and waive any objections to the jurisdiction or venue of such courts.

20. **Paragraph Headings:** The paragraph headings contained herein are for convenience and reference only and are not intended to define or limit the scope of this agreement.

WHEREFORE, the parties have entered this Agreement on the Effective Date.


BUYER

SELLER

UKIAH REDEVELOPMENT AGENCY

LEGACY FOUR-UKIAH, LLC

By: _____
Jane Chambers,
Executive Director

By: 

CITY OF UKIAH

By: _____
Jane Chambers, City Manager

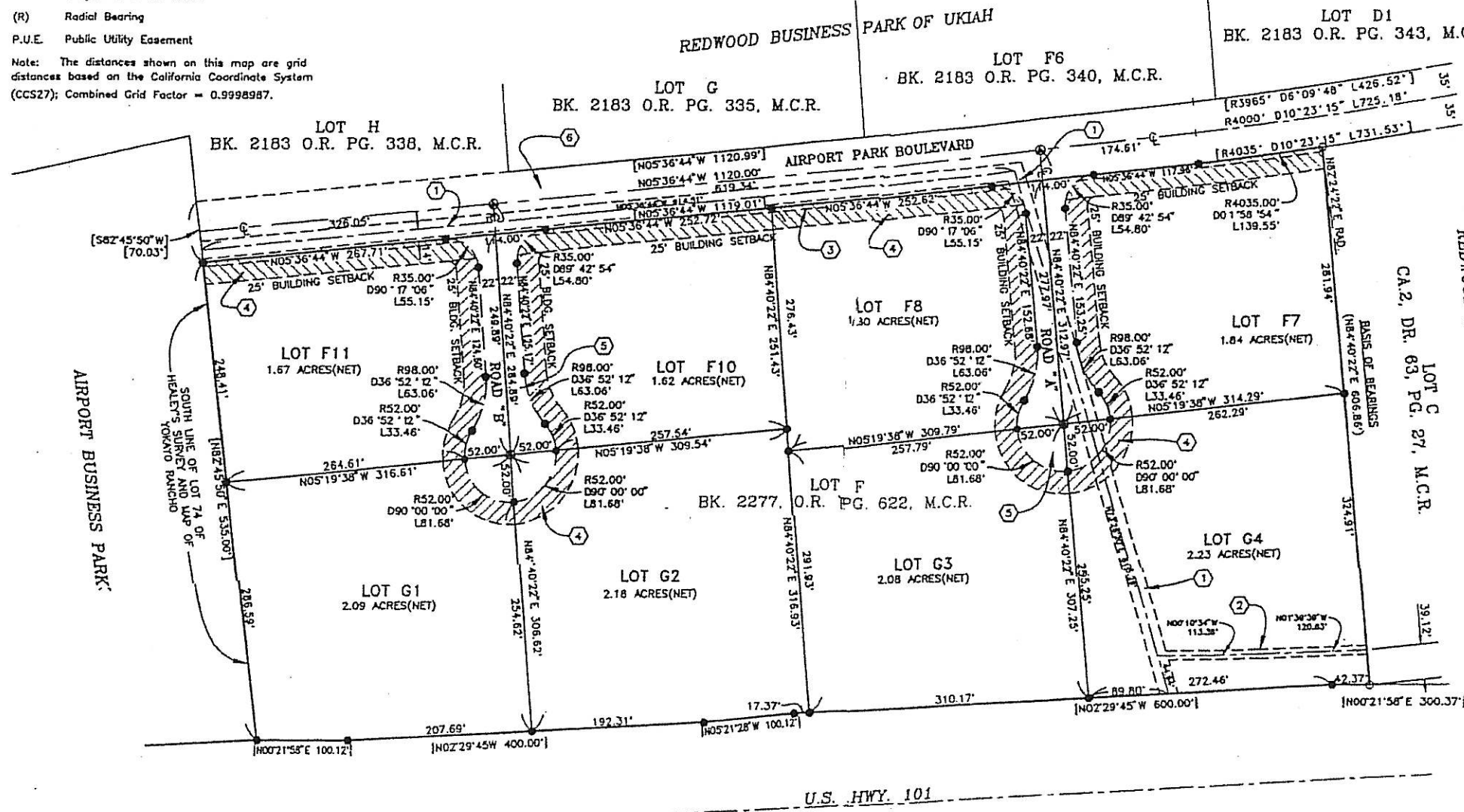
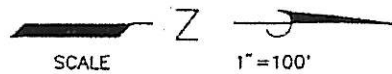
EXHIBIT A

DESCRIPTION OF LOTS G-1, G-2, F-10 and F-11 and Parcel 1

LEGEND

- Found 3/4" iron pipe plugged R.C.E. 17796 per Ca. 2, Dr. 47, pg. 24, M.C.R.
- Set 3/4" iron pipe plugged R.C.E. 17796
- ⊕ Set standard city monument
- () Record data per Ca. 2, Dr. 63, Pg. 27, M.C.R.
- [] Record data per Bk. 2277 O.R., Pg. 622, M.C.R.
- [] Record data per 01-MEN-101, Robinson Creek to Forsythe Creek, State Highway Map Book 3, Pages 48 & 49, M.C.R.
- (R) Radial Bearing
- P.U.E. Public Utility Easement

Note: The distances shown on this map are grid distances based on the California Coordinate System (CCS27); Combined Grid Factor = 0.9998987.



HIGHWAY 101 ACCESS NOTE:

Ownership of land does not include any rights of access to U.S. Highway 101. Access was relinquished in the instrument recorded in Book 658, O.R., Page 483, M.C.R.

ON-SITE GRADING & DRAINAGE PLAN NOTE:

The modification of any on-site grading and drainage plans previously approved by the City Engineer shall be submitted for the review and approval of the City Engineer at the time building permit applications for the construction of structures on the project site are submitted to the City of Ukiah Building Department.

BASIS OF BEARINGS

S84°40'22"W between found monuments on the south line of Lot C per Ca. 2, Dr. 62, Pg. 27, M.C.R.

FRONTAGE IMPROVEMENTS REQUIRED PRIOR TO ISSUANCE OF A BUILDING PERMIT NOTE:

Prior to the issuance of a building permit on Lot F7, Lot F8, Lot G3 or Lot G4 the easterly half of the roadway improvements of Airport Park boulevard shall be completed from the northwest corner of Lot F7 to the southwest corner of Lot F8 and all of the roadway improvements of Road "A" shall be completed. Prior to the issuance of a building permit on Lot F10, Lot F11, Lot G1 or Lot G2 the easterly half of the roadway improvements of Airport Park Boulevard shall be completed from the northwest corner of Lot F7 to the southwest corner of Lot F11 and all of the roadway improvements of Road "B" shall be completed. Street improvements for Roads "A" & "B" shall be constructed in accordance with the approved improvement plans on file at the City of Ukiah Public Works Department as shown on the drawing with file number 97-08. Street improvements for the east half of Airport Park Boulevard shall be constructed in accordance with approved revised plans.

City Monuments shown as "Set Standard City Monument" shall be set at the time street improvements are constructed and shall be prior to issuance of building permits.

An Encroachment Permit is required to be obtained from the City by a Licensed Contractor prior to doing any construction within public roadway easements. Encroachment Permit fee shall be 1.5% of estimated construction costs payable for construction inspection.

PARCEL MAP
M.S. 97-07

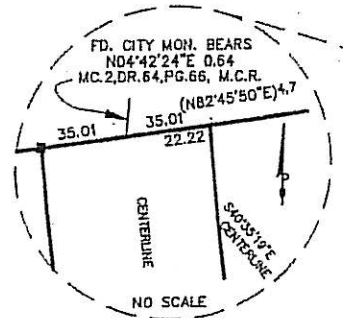
OF A PORTION OF LOT 6 OF HASTINGS ADDITION TO THE CITY OF UKIAH FILED IN MAP CASE 1, DRAWER 2, PAGE 169, M.C.R., AND A PORTION OF LOTS 74 & 75 OF THE YOKAYO RANCHO. ALSO BEING A SUBDIVISION OF LOT F OF REDWOOD BUSINESS PARK OF UKIAH FILED IN BOOK 2277, O.R., PAGE 622, M.C.R. MENDOCINO COUNTY CALIFORNIA MAY, 1997

EASEMENT NOTES:

- ① 20' Wide easement for sewer pipeline per Bk. 499 O.R., Pg. 6, M.C.R.
- ② 10' Wide easement for sewer pipeline per Bk. 2133 O.R., Pg. 20, M.C.R.
- ③ 5' Wide easement for public utilities per Bk. 2277 O.R., Pg. 605, M.C.R.
- ④ 25' Wide easement for public utilities per Bk. 2422, O.R., Pg. 563, M.C.R.
- ⑤ Easement for access & public utilities per Bk. 2422 O.R., Pg. 563, M.C.R.
- ⑥ 70' Wide easement for public roadway & public utilities per Bk. 2277 O.R., Pg. 605, M.C.R.

NORTH COUNTIES ENGINEERING CO.
425 TALMAGE ROAD, UKIAH, CALIFORNIA 95422
PHONE: (707) 462-1961 FAX: (707) 462-5681

CASE 2
DRAWER 64
PAGE 22



REDWOOD BUSINESS PARK OF UKIAH

M.C. 2, DR. 64, PG. 21, M.C.R.
LOT 74 Y.R.

LOT 73 Y.R.

CALIF. STATE HIGHWAY 101

NORTHWESTERN PACIFIC RAILROAD

MENDOCINO BREWING COMPANY

M.C. 2, DR. 61, PG. 37 & 38, M.C.R.

CURVE TABLE			
C1	$\Delta = 10^{\circ}57'44''$	R = 2368.00	L = 453.25
C2	$\Delta = 17^{\circ}08'11''$	R = 125.00	L = 37.39
C3	$\Delta = 15^{\circ}25'37''$	R = 125.00	L = 33.66
C4	$\Delta = 91^{\circ}43'33''$	R = 289.00	L = 462.67

CENTERLINE EXISTING 20' WDE SANITARY SEWER LINE EASEMENT PER BOOK 483, O.R., PAGE 378, M.C.R.

FROM NW CORNER PARCEL 1, S 82°45'50" W, 22.22' TO THE POINT OF BEGINNING, THENCE THE FOLLOWING:
S40°35'19"E, 726.57 (N41°26'30"W)@
S15°47'12"E, 463.24 (N16°27'50"W)@
TO WESTERLY LINE CALIFORNIA STATE HIGHWAY 101.

- LEGEND**
- = 1/2" PIPE WITH A PLASTIC PLUG STAMPED L.S.4873 SET THIS SURVEY.
 - = FOUND PIPES AS SHOWN ON A MAP FILED IN MAP CASE 2, DRAWER 61, PAGE 37, M.C.R.
 - ✕ = FOUND PIPES AS SHOWN ON A MAP FILED IN MAP CASE 2, DRAWER 62, PAGE 30, M.C.R.
 - △ = FOUND CONCRETE MONUMENT WITH 2 3/8" BRASS DISC STAMPED CALIFORNIA DIVISION OF HIGHWAYS.
 - = SET LEAD AND TAG IN CONCRETE BOX.
 - ▲ = FOUND PIPES AS SHOWN ON A MAP FILED IN MAP CASE 2, DRAWER 64, PAGE 21, M.C.R.
 - T.S. = THIS SURVEY.
 - ||||| = ACCESS RESTRICTED PER 599 O.R., PG. 598, M.C.R.

- () = RECORD BEARINGS AND DISTANCES AGREE WITH THIS SURVEY UNLESS SHOWN OTHERWISE. RECORD DATA FROM:
1. MAP CASE 2, DRAWER 61, PAGE 37, M.C.R.
 2. BK. 2260 O.R., PG. 642, M.C.R.
 3. BK. 2294 O.R., PG. 218, M.C.R.
 4. BK. 2183 O.R., PG. 338, M.C.R.
 5. CALIF. DIVISION OF HIGHWAYS MAP 01-MEN-101-22.16 AND 22.77, 1980, MONUMENTATION MAPS FILED IN EUREKA, CALIF.
 7. MAP CASE 2, DRAWER 64, PAGE 21, M.C.R.
 8. BK. 483 O.R., PG. 378, M.C.R.

BASIS OF BEARINGS
NORTH 69°12'24" EAST, BETWEEN FOUND MONUMENTS AS SHOWN ON A MAP FILED IN MAP CASE 2, DRAWER 61, PAGE 37, MENDOCINO COUNTY RECORDS.

- NOTES**
1. ALL DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
 2. ALL NATURAL CREEKS AND DRAWS CONSTITUTE A DRAINAGE EASEMENT, WIDTH OF THE SAID EASEMENT BEING 20 FEET WIDE OR TO THE HIGH WATER LEVEL PLUS 5 FEET HORIZONTAL DISTANCE, WHICHEVER IS GREATER.
 3. BEARINGS ARE IN TERMS OF THE CALIFORNIA COORDINATE SYSTEM, ZONE 2, AS PER MAPS FILED IN M.C. 2, DR. 61, PG. 37, M.C.R. AND M.C. 2, DR. 47, PG. 24, M.C.R. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.
 4. DEED RECORDED IN BOOK 2183 O.R., PAGE 338, M.C.R. AND NOTE #5 IN LEGEND ABOVE ARE IN TERMS OF CALIF. GRID, ZONE 2, 1980. TO CONVERT GRID TO GROUND MULTIPLY DISTANCES BY 1.0001031.
 5. DEED RECORDED IN BOOK 2183 O.R., PAGE 338, M.C.R. AND NOTE #5 IN LEGEND ABOVE ARE IN TERMS OF CALIF. GRID, ZONE 2, 1980. TO CONVERT GRID TO GROUND MULTIPLY DISTANCES BY 1.0001031.

- ADDITIONAL NOTES**
- (A) = FROM B.C. ON CENTERLINE, A FOUND CITY MON. AS PER M.C. 2, DR. 64, PG. 66, M.C.R. BEARS S20°35'43"E, 0.30.
 - (B) = FROM INTERSECTION, A FOUND CITY MON. AS PER M.C. 2, DR. 64, PG. 66, M.C.R. BEARS N50°01'57"E, 0.11.

PARCEL MAP
OF MINOR SUBDIVISION # 04-51
BEING A PORTION OF LOT 73
OF THE YOKAYO RANCHO
IN THE CITY OF UKIAH

MENDOCINO COUNTY, CALIFORNIA
OCTOBER, 2004



SHEET 2 OF 3 SHEETS

MAPS
DRAWER 74
PAGE 5

069

STAT. "B15" 635+55.37 P.O.T.

**City of Ukiah & Redevelopment Agency
Proposed Policy Framework for the Use of Redevelopment Funds: Buildout Retail Center**

Retail Center Key Assumptions:

- 120,000 Retail Building SF on Agency Property
- 120,000 Retail Building SF on Neighboring Sites (Parcels 2, F-6, G & H)
- 240,000 Total Retail/Commercial Building SF, assuming build out of future Agency property and neighboring sites
- 778,000 Agency Land Area (SF, rounded to the nearest 1,000)
- 748,000 Neighboring Sites (Parcels 2, F-6, G & H) Land Area (SF, rounded to the nearest 1,000)
- 1,526,000 Total Land Area (SF, rounded to the nearest 1,000)
- \$470 Average Annual Taxable Sales/Building SF
- 1.5% Local Sales Tax (General Fund and Measure S Public Safety Funds, including County "Triple Flip" Sales Tax Reimbursement Amount)
- 550 Average SF/Employee
- \$3.50 Future Land Price/SF
- \$150 Future Improvement Value/SF
- \$41,341,000 Projected Assessed Value
- \$7,497,724 Current Assessed Value
- \$33,843,000 Estimated Incremental Assessed Value
- \$4,194,000 Upfront Agency Investment (Before Resale of Property)

Criteria for Agency Assistance

Criteria: Goals	Measured by...	Anchor Retailer
Promote economic development in downtown	<ul style="list-style-type: none"> • Is the project located within Downtown? • Will the project promote economic growth? 	No Yes
Retain and enhance businesses and local jobs	<ul style="list-style-type: none"> • How many existing jobs &/or businesses will the project retain or improve? • How many new jobs &/or businesses will the project create? 	0 Roughly 440
Improve infrastructure and buildings	<ul style="list-style-type: none"> • Will the project expand job opportunities for jobless, underemployed &/or low-income people? 	Yes
Promote private investment	<ul style="list-style-type: none"> • Will the investment result in new or significant improvements to infrastructure &/or buildings? • Will the project promote or catalyze investment by private businesses &/or citizens? 	Yes Yes
Enhance housing opportunities	<ul style="list-style-type: none"> • How many housing units are created &/or significantly rehabilitated, particularly for low &/or moderate income households (per CRL definitions)? 	No units directly created, but \$3.1M to \$5.1M generated for the Low and Moderate Income Housing Fund over the life of the Project Area*

Criteria: Economic Revitalization

Capacity & Readiness	Measured by...	Anchor Retailer
Agency	<ul style="list-style-type: none"> • Does the Agency have sufficient resources (staff/consultant time, financial capacity, political will) to see the project through? 	Yes
Project Partner	<ul style="list-style-type: none"> • Does the project proponent have sufficient resources (technical & project management skill, financial capacity) to see the project through? 	Project partner to be determined
Project Readiness	<ul style="list-style-type: none"> • How soon will the project be ready to proceed? 	Pre-development to begin ASAP

Return on Investment	
Tax Increment Generation	<ul style="list-style-type: none"> • How much tax increment (TI) is the project likely to generate?
Return to City	<ul style="list-style-type: none"> • How do potential TI revenues compare to Agency/City investment?
	<ul style="list-style-type: none"> • How much in sales tax, TOT &/or other General Fund revenue is the project likely to generate?
	<ul style="list-style-type: none"> • What, if any, revenue is the Agency expected to earn from the project?
	<ul style="list-style-type: none"> • Does the project reduce governmental costs or increase efficiency? If so, what are the estimated cost savings?
	<ul style="list-style-type: none"> • Is this project likely to require significant new or increased government expenditures?
	<ul style="list-style-type: none"> • How do potential revenues or cost savings compare to Agency/City investment?
Leverage of Other Funding	<ul style="list-style-type: none"> • How much other public or non-profit funding will the project utilize? • How much private investment will the project utilize? • How does the amount of outside funding leveraged compare to the Agency/City investment?
Catalytic Potential	
Blight Alleviation & Transformation	<ul style="list-style-type: none"> • Does the project have the potential to transform blighted properties &/or areas into vital places?
Placemaking	<ul style="list-style-type: none"> • Will the project attract visitors (tourists & locals) & increase Ukiah's vibrancy?
Community Benefits	<ul style="list-style-type: none"> • Will the project contribute to social, environmental, psychological, & community development? (ie. promoting sustainability, public health & safety, community cohesion, etc.)
Economic Spin-Offs	<ul style="list-style-type: none"> • Will the project have broader economic benefits, sparking indirect job &/or business growth?

*Values provided in nominal dollars. Assuming a discount rate of 4.5 percent, present value of tax increment dollars equals:

- Low and Moderate Income Housing Fund: \$1.4M to \$2.1M

- Pass Through Funds: \$2.2M to \$3.5M

- Agency (Non-Restricted) Funds: \$3.5M to \$5.1M