

Memorandum

To: Bridgett Luther, Director
Department of Conservation [IMS: A-51]
801 K Street, Suite 1815
Sacramento, CA 95814

Date: October 16, 2007

From: Chuck Armor, Regional Manager
Department of Fish and Game-Bay Delta Region, Post Office Box 47, Yountville, California 94599

Subject: Notification of Public Acquisition of Williamson Act Land: Alton North Conservation Bank, Sonoma County

The Department of Fish and Game (DFG), Bay Delta Region, is providing the following information regarding the Alton North Conservation Bank in Sonoma County:

1. What is the total number of acres of Williamson Act contracted land and/or agricultural preserve land being considered for acquisition? **22.67 acres.**
2. Is the land considered prime or nonprime agricultural land according to Government Code §51201? ***The land in question is a mix of prime and nonprime agricultural land, devoted for the most part to vineyard use, but interspersed with seasonal wetlands and swale wetlands.***
3. What is the purpose of the acquisition? ***Creation of habitat for Burke's goldfields and Sonoma sunshine, create one breeding pond for California tiger salamander (CTS) and preserve functioning habitat for all three species.***
4. Where is the land located? ***Sonoma County, 2795 Piner Road, City of Santa Rosa (see attached maps).***
5. Why was this land identified as necessary for the public improvement? ***This property has been identified by DFG as necessary for its ongoing, long-term habitat preservation efforts for the threatened, endangered and sensitive species of the Santa Rosa Plain.***
6. How does this acquisition meet the findings required under Government Code §51292(a) and 51292(b)? ***Under Section 51293(j), the findings requirements of Section 51292 are not applicable to: "The acquisition of a fee interest... in order to restrict the land to agricultural or open space uses as defined by subdivisions (b) and (o) of Section 51201." Section 51201(b) defines "Agricultural use" to mean "use of land...for the purpose of producing an***

agricultural commodity for commercial purposes." The term "agricultural commodity" is defined in Section 51201(a) to mean any and all plant and animal products produced in this state for commercial purposes." The "Long-Term Monitoring and Management Plan" entered into among the conservation bank proponent, the U.S. Fish and Wildlife Service and DFG calls for grazing as among the methods to be used for 1) exotic and evasive plant species control to protect the subject property and its species as well as adjacent properties; 2) general vegetation management and enhancement activities; 3) fire control; 4) scientific research in the use of various grazing methods for habitat enhancement and management; and 5) income generation for assistance in management and operations on site as may be required by the adaptive management practices that may evolve over time.

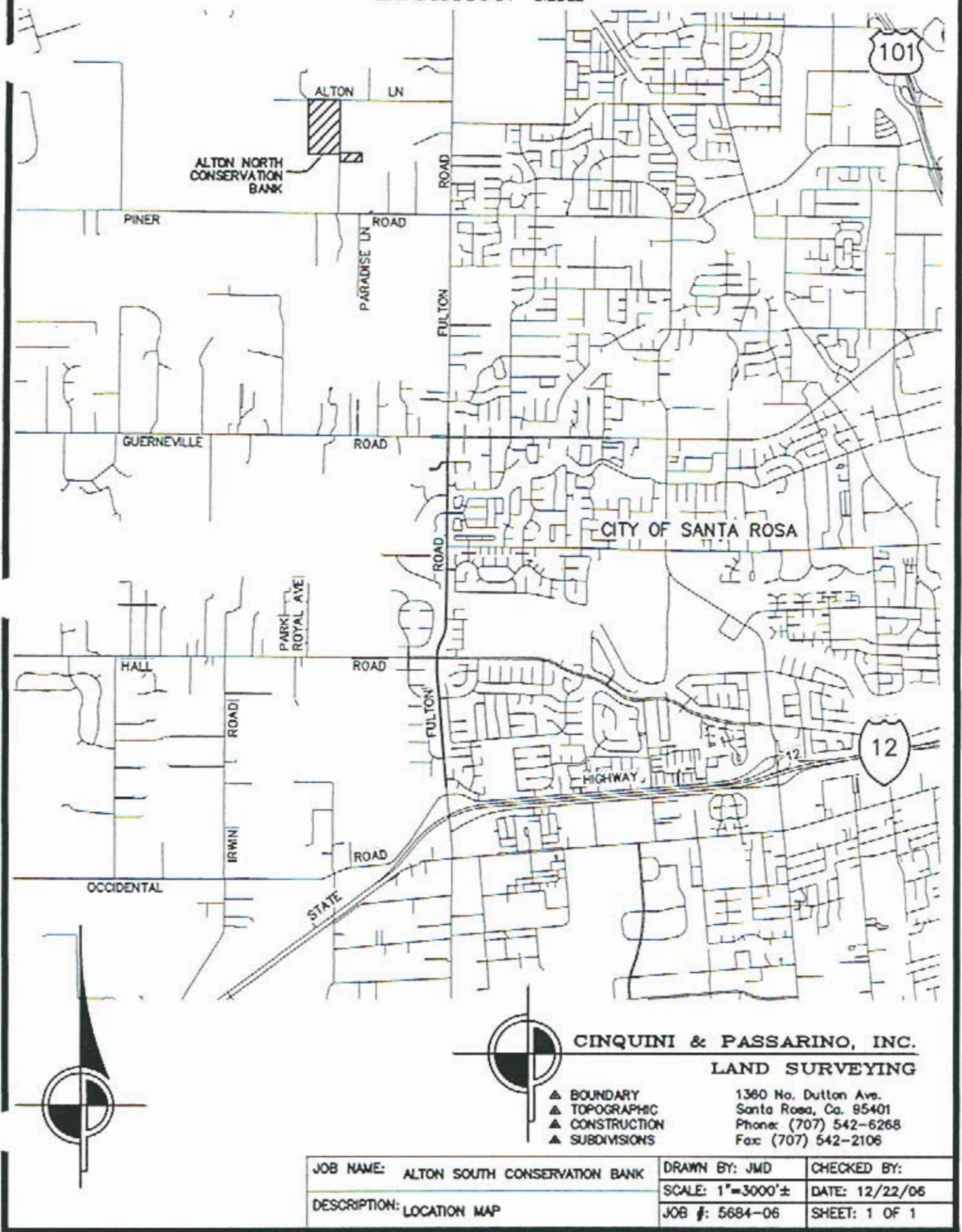
7. Submit a copy of the contract(s) covering the land. *See attachments (2).*
8. Submit copies of all related Environmental Impact Reviews pursuant to the CEQA process. *The acquisition is categorically exempt from CEQA. The appropriate Notice of Exemption will accompany the real estate transaction paperwork for this acquisition.*

If you have any questions, please contact Liam Davis, Senior Environmental Scientist, at (707) 944-5529 or ldavis@dfg.ca.gov .

Attachments

cc: Pete Parkinson, Director
Sonoma County
Permit and Resource Management Department
2550 Ventura Avenue
Santa Rosa, CA 95403

LOCATION MAP



RECORDED AT REQUEST OF Ray Lounsbury *Ex-Officio*
 AT 10 MIN. PAST 2 P.M.
 Sonoma County, Calif.
Hand signed COUNTY RECORDER
100 *100* Paid Date MAY 14 1969

**TITLE
EXCEPTION
#7**

LAND CONSERVATION AGREEMENT

L 19535

THIS AGREEMENT, made and entered into this 6th day of

MAY, 1969, by and between DANIEL D. BOSSA, BAPTISTE BOSSA,

EDITH BOOS and MARY L. BANASCO, hereinafter referred to as "OWNER", and the COUNTY OF SONOMA, a political subdivision of the State of California, hereinafter referred to as "COUNTY";

W I T N E S S E T H:

The parties, in consideration of the mutual covenants and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. The within agreement is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 1554, Statutes 1965). This agreement shall be subject to said act and any amendments thereto.
2. The owner possesses real property located within the County, as more particularly described in Exhibit "A" which is attached hereto and incorporated herein by reference.
3. During the term of this agreement, the above-described land shall not be used for any purpose other than "an agricultural or compatible use" as the same is defined in the rules for the agricultural preserve in which said land is situated. Said rules have been or are about to be, adopted for the lands in said preserve by resolution of the County's Board of Supervisors and said rules may be revised from time to time by said Board for the purpose of achieving and shall be consistent with the objectives of said Land Conservation Act.
4. This agreement shall be effective commencing on the 1st day of MARCH, 1969, and shall remain in effect for a period of 7 years therefrom. This agreement shall be automatically renewed at the end of each year for a 7 year period unless notice of nonrenewal is given as provided in Section 51245 of the California Government Code -- to the end that at all times during the continuation of this agreement as renewed there shall be a 7 year term of restriction unless notice of nonrenewal has been given.
5. In recognition of the depressing effect which the imposition of restrictions tends to have upon property values in the event that a notice of nonrenewal is given as provided in paragraph 4 hereof, there shall be a rebuttable presumption that the difference between the value of property as reduced by virtue of the restrictions imposed by this agreement, hereinafter referred to as the restricted value, and the value said property would have had if there were no restrictions upon it, hereinafter referred to as the nonrestricted value, shall

decrease in accordance with the schedule contained in Chart #1 marked Exhibit "B" attached hereto.

6. The County's Assessor shall annually, during the continuation of this agreement, report to the Owner and to the County's Board of Supervisors the equalized restricted value and the equalized unrestricted value.

7. The Owner (or his personal representatives) may request cancellation of this agreement and at the same time request a waiver of the cancellation fee upon the grounds: (1) that probate proceedings have been instituted involving the subject premises and the sale of all or a portion of the premises is necessary to pay probate expenses, inheritance or estate taxes, or (2) that an action in eminent domain for the condemnation of all or a portion of the land described herein has been filed by a person or agency having power of condemnation. It shall be discretionary with the Board of Supervisors as to whether or not such request shall be granted or denied, in whole or in part, and to that end the Board of Supervisors may, if it deems it appropriate, provide for the holding of a public hearing prior to decision upon such request. In the event that a request for cancellation is approved, the Owner shall pay a cancellation fee calculated as hereinafter provided, except to the extent that said Board of Supervisors may provide for a waiver of all or part of said fee.

8. The cancellation fee shall be a sum equal to the tax saving for each and every year this agreement has been in effect subject to a maximum period of 7 years figured backward from date of cancellation, with interest thereon to date of fee payment at the rate of 7% per annum, compounded annually. The tax saving for a particular year shall be calculated on the basis of the difference between the restricted value and the non-restricted value for each year times the total composite tax rate as shown by County records of that year.

9. Owner shall not receive any payment from the County in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of the within agreement is the substantial benefit to be derived by both parties.

10. Any conveyance, contract or authorization (whether oral or written) by the Owner or his successors in interest which would permit use of the above-described premises contrary to the terms of this agreement, or the rules referred to in paragraph 3 hereof, may be declared void by the County's Board of Supervisors; such declaration or the provisions of this agreement may be enforced by the County by an action filed in the Superior Court of the County for the purpose of compelling

compliance or restraining breach thereof.

11. The within agreement shall run with the land described herein and shall be binding upon the heirs, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have fixed their hands and seals the day and year first above written.

COUNTY OF SONOMA

WITNESS:

Edna M. Williams
Clerk of the Board

D. D. Bossa
Vice Chairman, Board of Supervisors

OWNERS

OWNER

Edith Boos
EDITH BOOS
Mary L. Banasco
MARY L. BANASCO

Daniel D. Bossa
DANIEL D. BOSSA
Baptiste Bossa
BAPTISTE BOSSA

we, the undersigned-trust-deed-or-other-encumbrance
holders, do hereby agree to and agree to be bound by above-imposed
restrictions:-

I, EDNA M. BOSSA, wife of DANIEL D. BOSSA
disclaim any interest in the property
covered by the above agreement.

Edna M. Bossa

EDNA M. BOSSA

Note: (Acknowledgements must be attached)

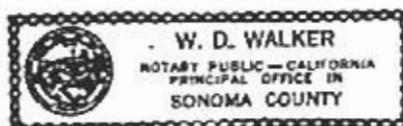
STATE OF CALIFORNIA

COUNTY OF SONOMA

ON May 6, 1969
before me, the undersigned, a Notary Public in and for said State, personally appeared
EDITH BOOS, MARY L. BANASCO, DANIEL D. BOSSA,
BAPTISTE BOSSA, EDNA M. BOSSA

known to me
to be the person to whose name is above subscribed to the within instrument,
and acknowledged to me that he she executed the same.

WITNESS my hand and official seal.



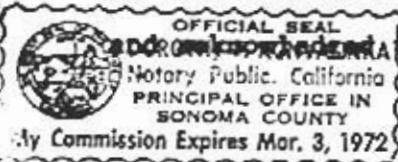
W. D. Walker

NAME (TYPE OR PRINTED)
Notary Public in and for said State.

STATE OF CALIFORNIA,)
COUNTY OF SONOMA.) SS.

On this 13th day of MAY, 1969, before me _____
Dorothy F. Konvalinka, personally appeared ART RUONAVAAARA
_____, known to me (or proved to me on the oath of _____
_____) to be Vice Chairman, of
Board of Supervisors of Sonoma County

and known to me to be the person who executed the within instrument
on behalf of said public corporation, agency or political subdivision,



Dorothy F. Konvalinka

PARCEL ONE:

COMMENCING at the quarter section corner between Sections 7 and 8 in Township 7 North of Range 8 West, M.D.M., said point of commencement being in the center of what is commonly known as the Old Redwood Road running West from the Pine District School House; thence North from said point of commencement 40.09 chains; thence North $89^{\circ} 30'$ West, 11.68 chains; thence South $0^{\circ} 45'$ East 40.09 chains to the center of said road; thence South $89^{\circ} 15'$ East, 11.28 chains to the point of beginning;

Courses true-Magnetic Variation $17^{\circ} 15'$ East, and being the most Easterly portion of the Northeast quarter of Section 7, in Township 7 North, of Range 8 West, M.D.B.&M., and being the same lands which were conveyed by Wm. D. Knapp and wife, to said Battista Bossa by deed dated February 13, 1897 and recorded in Book 170 of Deeds, page 184, Sonoma County Records.

EXCEPTING THEREFROM the following:

Being a portion of the Southeast quarter of the Northeast quarter of Section 7, Township 7 North, Range 8 West, M.D.B.&M., and more particularly described as follows:

BEGINNING at the quarter corner common to section 7 and 8, Township 7 North, Range 8 West; thence North along the Easterly line of said section 7, 1388.05 feet; thence South $89^{\circ} 45'$ West, 762.66 feet to the Westerly line of the land of Margherita Bossa as recorded Official Records Book 212, on page 458, Sonoma County Records; thence South $0^{\circ} 45'$ East, along said Westerly line of the lands of Bossa, 1384.84 feet to the centerline of Piner Road; thence East along said centerline of Piner Road, 744.48 feet to the point of beginning, containing 23.98 acres.

PARCEL TWO:

BEING a portion of the Northwest quarter of Section 8 Township 7 North of Range 8 West, M.D.M. and beginning at a stake in the South side of a lane from which stake a point at or near the quarter section corner between sections 5 and 6 bears North $89^{\circ} 30'$ East, 22.34 chains distant said stake marking also the Northeast corner of the tract of land conveyed by J. M. Holmes and wife by Deed dated November 1, 1906 and recorded in Book 225 of Deeds at page 208, Sonoma County Records; thence along the South side of said lane South $89^{\circ} 30'$ West 17.45 chains to the Northwest corner of the land conveyed to Frank Ross by above mentioned Deed of January 11, 1906; thence South $0^{\circ} 15'$ East (at 0.18 chains, a stake) 21.73 chains to a stake in a rail fence; thence South $89^{\circ} 45'$ East 17.57 chains to a stake in a picket fence; thence North $0^{\circ} 30'$ West (at 21.77 chains a stake) 21.95 chains to the point of beginning

PARCEL THREE:

BEING a portion of Section 8, in Township 7 North Range 8 West, M.D.M., and beginning at a point in the center of a 50 foot road at the Southwest corner of the tract of land conveyed by J. M. Holmes to Frank Ross and wife, by dated January 11, 1906 and recorded in Liber 225 of Deeds at page 208 of Sonoma County Records, said point being at or near the quarter section corner between sections 7 and 8; thence leaving said Road North 18.32 chains to a stake driven in the ground at the Southwest corner of the 38 24/100 acre tract conveyed by Frank Ross to Batista Bossa by deed dated July 2, 1906 and recorded in Liber 229 of Deeds at page 472 of Sonoma County Records; thence along the South line of said 38 24/100 acre tract, South $89^{\circ} 45'$ East, 7.45 chains to a stake; thence leaving said South line South $0^{\circ} 18'$ East, 18.29 chains to the center of a 50 foot road; thence along the center of said road West 7.54 chains to the point of beginning

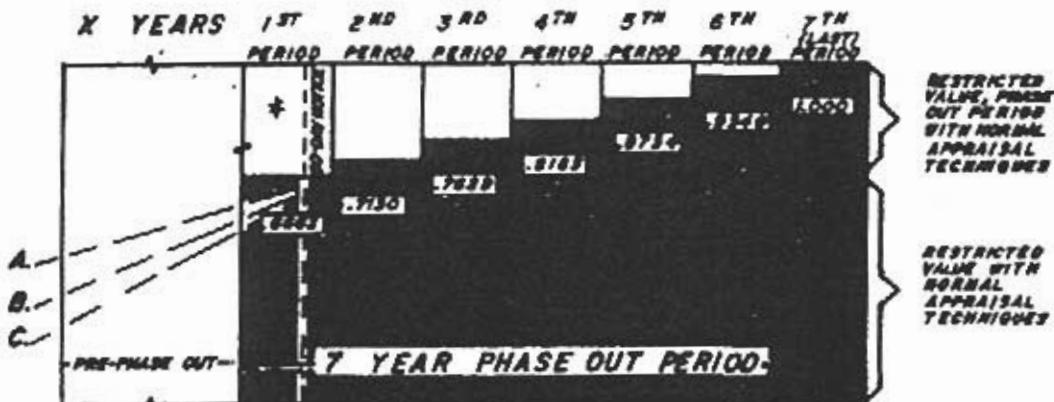
(continued)

12-72 A

PARCEL FOUR

BEING a portion of Section 8, Township 7 North Range 8 West, M.D.M., and beginning at a stake on the South side of a lane, and from which stake a point at or near the quarter-section corner between sections 5 and 8 bears North 89° 30' East, 22.34 chains distant; said stake also marks the Northeast corner of the tract of land conveyed by J. H. Holmes to Frank Ross and wife, by Deed dated January 11, 1906 and recorded in Liber 225 of Deeds, page 208 of Sonoma County Records; thence South 0° 30' East, 21.95 chains to a stake, the point of beginning of the herein described tract; thence South 1° 56' East, 600 chains, thence North 89° 45' West, 10.32 chains to the East line of the 13.72 acre tract conveyed by Frank Ross to H. Bossa by Deed dated February 13, 1908 and recorded in Liber 245 of Deeds, at page 215 of Sonoma County Records; thence North 0° 29' West, 6.00 chains to the South line of land conveyed by said Ross to Bossa by Deed dated July 2, 1906 thence South 89° 45' East, 10.15 chains to the point of beginning.

EXHIBIT B

LAND CONSERVATION AGREEMENT - COUNTY OF SONOMA
Phase Out Chart #1 (7 year term)*** CHART EXPLANATION**

The year in which notice of non-renewal is given in writing by the owner. Period of submitting non-renewal notice is the inclusive 90-day period preceding the anniversary date of the Land Conservation Agreement.

- A. Seven (7) year discount point of valuation by using extension of normal 7% discount curve.
- B. First year valuation under phase out period restricted valuation is the normal 7% discount curve adjusted individually each year by standard application of appraisal data and techniques.
- C. Pre-phase out valuation for indefinite period preceding notice of non-renewal from Land Conservation Agreement based upon agricultural income level as indicated by standard application of appraisal data and techniques.

ASSUMPTIONS

- 1) Basis of the chart is the assumption that, as a result of the restriction imposed by the agreement, the market value of the property will tend to be lower than it would be if it were not subject to such restrictions.
- 2) During period of no actual sales in the market of properties which are similarly restricted, the assumption is that the normal discount curve for the period of time and interest rate is applicable as a standard appraisal technique.
- 3) It is assumed during this indefinite period preceding the notice of non-renewal, the restricted market value will tend to be somewhere between capitalized income and the discount curve area.
- 4) Circumstances of particular properties or events may require deviation from the above due to the assessor's responsibility under the Constitution to annually assess on the basis of market value.

END OF DOCUMENT

MAR 2 1972

OFFICIAL RECORDS

FEES \$ 70.00 PD.
M 58028TITLE
EXCEPTION

8

LAND CONSERVATION CONTRACTTHIS CONTRACT, made and entered into this 14th day ofFebruary 1972, by and between

DANIEL D. BOSSA, BAPTISTE BOSSA, EDITH BOOS and MARY L. BANASCO

hereinafter referred to as "OWNER", and the COUNTY OF SONOMA, a political subdivision of the State of California, hereinafter referred to as "COUNTY";

W I T N E S S E T H:

The parties, in consideration of the mutual covenants and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. PURPOSE. The within contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 1443, Statutes 1965), as amended. This contract shall be subject to said act and any amendments thereto.

2. SUBJECT PROPERTY. The Owner possesses real property located within the County, as more particularly described in Exhibit "A" which is attached hereto and incorporated herein by reference.

3. RESTRICTION TO AGRICULTURAL OR COMPATIBLE USE. During the term of this contract, the above-described land shall not be used for any purpose other than "an agricultural or compatible use" as the same is defined in the rules for the agricultural preserve in which said land is situated, said rules have been or are about to be, adopted for the lands in said preserve by resolution of the County's Board of Supervisors and said rules may be revised from time to time by said Board for the purpose of achieving and shall be consistent with the objectives of said Land Conservation Act.

4. TERM, AUTOMATIC EXTENSION AND PHASE OUT. This contract shall be effective commencing on the 1st day of March, 1972, and shall remain in effect for a period of 10 years thereafter. This contract shall be automatically extended at the end of each year for an additional one year period unless notice of non-renewal is given as provided in Section 51245 of the California Government Code--to the end that at all times during the continuation of this contract as extended, there shall be a 10-year term of restriction unless notice of nonrenewal has been given.

Crappin #8

5. REPORT OF VALUE. The County's Assessor shall annually, during the continuation of this contract, report to the Owner and to the County's Board of Supervisors the restricted value and the unrestricted value (i.e. the value the property would have had if not subject to the restrictions imposed by this contract). Thereupon, the Owner may request equalization of said values.

6. CANCELLATION. This contract shall only be subject to cancellation in accordance with the provisions of Government Code Sections 51281 through 51285; provided, however, that instead of the cancellation fees therein provided, the cancellation fees shall be those provided in the following paragraph hereof; provided, nevertheless, that the County's Board of Supervisors shall not approve any request for cancellation unless the cancellation fee (calculated in the manner described in Paragraph 7 hereof) equals or exceeds the cancellation fee described in Paragraph (b) of Government Code Section 51283 - except in those instances in which said Board of Supervisors pursuant to Paragraph (c) of said Section 51283 finds that in the public interest all or part of the cancellation fee should be waived.

7. CANCELLATION FEES AND WAIVER. In the event of cancellation as above provided, subject, nevertheless, to the power of the County to waive such fees in proper cases as provided by Government Code Sections 51281 to 51285, the Owner shall pay the County the following fees:

(a) DEFERRED TAXES. Said fees shall equal the tax saving for each and every year this contract has been in effect, subject to a maximum period of 20 years figured backward from the date of cancellation. The tax saving for a particular year shall be calculated on the basis of the difference between the restricted value and the non-restricted value for the particular year times the total composite tax rate as shown on county records for that year.

(b) ADDITIONAL FEES. In addition to the deferred taxes mentioned above, the Owner shall also pay the County a fee calculated by multiplying the full cash value (i.e. market value) of the property at time of cancellation times the percentage figure, for the contract year--after date hereof, as set forth in the following table:

| <u>Contract Year</u> | | <u>Contract Year</u> | |
|---------------------------------|-------|----------------------|-------|
| 1st | 22.5% | 11th | 12.5% |
| 2nd | 21.5% | 12th | 11.5% |
| 3rd | 20.5% | 13th | 10.5% |
| 4th | 19.5% | 14th | 09.5% |
| 5th | 18.5% | 15th | 08.5% |
| 6th | 17.5% | 16th | 07.5% |
| 7th | 16.5% | 17th | 06.5% |
| 8th | 15.5% | 18th | 05.5% |
| 9th | 14.5% | 19th | 04.5% |
| 10th | 13.5% | 20th | 03.5% |
| 21st and succeeding years 0.00% | | | |

8. EMINENT DOMAIN. In lieu of the provisions of Government Code Section 51295, the Owner's rights arising out of an action in eminent domain or the threat thereof shall be governed by the provisions of paragraphs 6 and 7 of this contract. In that regard, it is recognized that on occasion, the Owner's right to relief should not be restricted to instances in which the fee of an entire parcel of land subject to contract is being condemned and that in other instances the condemnation of small slivers of a parcel of land may have little, if any, effect on the conduct of agricultural operations on a parcel of land subject to contract.

9. CONSIDERATION. Owner shall not receive any payment from the County in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of the within contract is the substantial benefit to be derived by both parties.

10. SUCCESSORS IN INTEREST. The within contract, its terms and restrictions shall run with the land described herein and shall be binding upon the heirs, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have affixed their hands and seals the day and year first above written.

COUNTY OF SONOMA

ATTEST:

Eugene O. Johnson
Clerk of the Board

By Henry N. Spomer
Chairman, Board of Supervisors

OWNERS:

Daniel D. Bossa
Daniel D. Bossa
Edith Bossa
Edith Bossa
Mary L. Banasco
Mary L. Banasco

Baptiste Bossa
Baptiste Bossa

I, Edna M. Bossa, wife of Daniel D. Bossa, disclaim any interest in the property covered by the above agreement.

ENCUMBRANCE HOLDERS:

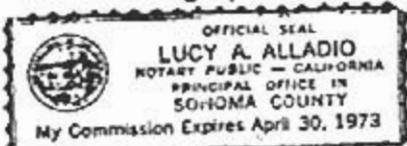
Edna M. Bossa
Edna M. Bossa

We, the undersigned trust, deed or other encumbrance holders, do hereby agree to and agree to be bound by above imposed restrictions.

Note: (Acknowledgments must be attached)

ACKNOWLEDGMENTS

STATE OF CALIFORNIA))
COUNTY OF SONOMA) 55.



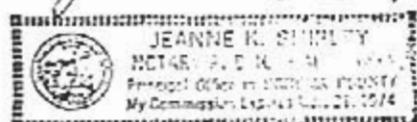
STATE OF CALIFORNIA)
COUNTY OF SONOMA) ss.

On this 14 day of February, 1972, before me
the undersigned, a Notary Public in and for the
County of Sonoma, State of California, duly
commissioned and sworn, personally appeared Mary L. Banasco

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City of Santa Rosa County of Sonoma the day and year in this certificate first above written.

STATE OF CALIFORNIA)
COUNTY OF SONOMA) 58.



On this 24 day of February, 1972, before me,
~~the undersigned~~, a Notary Public in and for the
County of San Jose, State of California, residing therein,
duly commissioned and sworn, personally appeared Daniel D. Bossa, Edith
Boos, and Baptiste Bossa known to me to be the
of the corporation described in and that executed the within instrument
on behalf of the corporation therein named, and acknowledged to me that
such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the _____ County of _____ the day and year in this certificate first above written.

(Additional Acknowledgments shall be added as needed)

STATE OF California

COUNTY OF SONOMA

{ ss.

BOOK 2608 PAGE 529

ON February 14, 1972, before me, the undersigned, a Notary Public in and for said State, personally appeared

DANIEL D. BOSSA, EDITH HOOS, MARY L. BANASCO,
AND BAPTISTE BOSSA, known to me, to be the persons whose name is _____ subscribed to the within instrument, and acknowledged to me that he she executed the same.

WITNESS my hand and official seal.

Eleanor S. Finley

Notary Public in and for said State.

ACKNOWLEDGMENT—General—Wicotts Form 201—Rev. 3-64

A SUBSIDIARY OF AMERICAN STATIONERY PRODUCTS CORP.

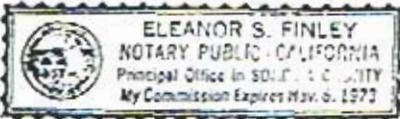


EXHIBIT A

The real property which is the subject of this contract is situated within agricultural preserve #2-434 as shown by map thereof recorded in preserve map book 4, page 45, in the office of the County Recorder of Sonoma County, California, and said real property is more particularly described as follows:

All that real property situate in the County of Sonoma, State of California, described as follows: (in an unincorporated area)

PARCEL ONE:

COMMENCING at the quarter section corner between Sections 7 and 8 in Township 7 North of Range 8 West, N.D.M., said point of commencement being in the center of what is commonly known as the Old Redwood Road running West from the Pine District School House; thence North from said point of commencement 40.09 chains; thence North 89° 30' West, 11.68 chains; thence South 0° 45' East 40.09 chains to the center of said road; thence South 89° 15' East, 11.28 chains to the point of beginning; Courses true-Magnetic Variation 17° 15' East, and being the most Easterly portion of the Northeast quarter of Section 7, in Township 7 North, of Range 8 West, N.D.M., and being the same lands which were conveyed by Wm. D. Knapp and wife, to said Battista Bossa by deed dated February 13, 1897 and recorded in Book 170 of Deeds, page 184, Sonoma County Records.

EXCEPTING THEREFROM the following:

Being a portion of the Southeast quarter of the Northeast quarter of Section 7, Township 7 North, Range 8 West, N.D.M., and more particularly described as follows:

BEGINNING at the quarter corner common to section 7 and 8, Township 7 North, Range 8 West; thence North along the Easterly line of said section 7, 1388.05 feet; thence South 89° 45' West, 762.66 feet to the Westerly line of the land of Margharita Bossa as recorded Official Records Book 212, on page 458, Sonoma County Records; thence South 0° 45' East, along said Westerly line of the lands of Bossa, 1384.84 feet to the centerline of Piner Road; thence East along said centerline of Piner Road, 744.48 feet to the point of beginning, containing 23.98 acres.

PARCEL TWO:

BEING a portion of the Northwest quarter of Section 8 Township 7 North of Range 8 West, N.D.M. and beginning at a stake in the South side of a lane from which stake a point at or near the quarter section corner between sections 5 and 6 bears North 89° 30' East, 22.34 chains distant said stake marking also the Northeast corner of the tract of land conveyed by J. M. Holmes and wife by Deed dated November 1, 1906 and recorded in Book 225 of Deeds at page 208, Sonoma County Records; thence along the South side of said lane South 89° 30' West 17.45 chains to the Northwest corner of the land conveyed to Frank Ross by above mentioned Deed of January 11, 1906; thence South 0° 15' East (at 0.18 chains, a stake) 21.73 chains to a stake in a rail fence; thence South 89° 45' East 17.57 chains to a stake in a picket fence; thence North 0° 30' West (at 21.77 chains a stake) 21.95 chains to the point of beginning

PARCEL THREE:

BEING a portion of Section 8, in Township 7 North Range 8 West, N.D.M., and beginning at a point in the center of a 50 foot road at the Southwest corner of ~~the~~ 38 24/100 acre tract of land conveyed by J. M. Holmes to Frank Ross and wife, by dated January 11, 1906 and recorded in Liber 225 of Deeds at page 208 of Sonoma County Records, said point being at or near the quarter section corner between sections 7 and 8; thence leaving said Road North 18.32 chains to a stake driven in the ground at the Southwest corner of the 38 24/100 acre tract conveyed by Frank Ross to Battista Bossa by deed dated July 2, 1906 and recorded in Liber 229 of Deeds at page 472 of Sonoma County Records; thence along the South line of said 38 24/100 acre tract, South 89° 45' East, 7.45 chains to a stake; thence leaving said South line South 0° 18' East, 18.29 chains to the center of a 50 foot road; thence along the center of said road West 7.54 chains to the point of beginning

PANEL FOUR

BEING a portion of Section 8, Township 7 North Range 8 West, U.S.M., and beginning at a stake on the South side of a land, and from which stake a point at or near the quarter-section corner between sections 5 and 8 bears North 89° 30' East, 22.34 chains distant; said stake also marks the Northeast corner of the tract of land conveyed by J. H. Holmes to Frank Ross and wife, by Deed dated January 11, 1906 and recorded in Liber 225 of Deeds, page 208 of Sonoma County Records; thence South 0° 30' East, 21.95 chains to a stake, the point of beginning of the herein described tract; thence South 1° 56' East, 6.00 chains, thence North 89° 45' West, 10.32 chains to the East line of the 13.72 acre tract conveyed by Frank Ross to R. Bossa by Deed dated February 13, 1908 and recorded in Liber 245 of Deeds, at page 215 of Sonoma County Records; thence North 0° 29' West, 6.00 chains to the South line of land conveyed by said Ross to Bossa by Deed dated July 2, 1906 thence South 89° 45' East, 10.15 chains to the point of beginning.