

Preservation Agreement

**AGREEMENT
REGARDING PRESERVATION AND AGRICULTURAL ENHANCEMENT IN THE
TASSAJARA VALLEY**

This Agreement Regarding Preservation and Agricultural Enhancement in the Tassajara Valley (“**Agreement**”) is entered into on _____, 2020 (“**Effective Date**”) by and among the County of Contra Costa, a political subdivision of the State of California (“**County**”), the City of San Ramon, a California municipal corporation (“**San Ramon**”), and the East Bay Regional Park District (“**EBRPD**”), a regional park district formed pursuant to Article 3 of Chapter 3 of Division 5 of the Public Resources Code. The County, San Ramon, and EBRPD are sometimes hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. The Parties enter into this Agreement for the purpose of cooperating to preserve and enhance agricultural uses within the Tassajara Valley. This Agreement is intended to be a “preservation agreement” under the Land Use Element (Chapter 3) of the County of Contra Costa General Plan 2005-2020 (“**County General Plan**”) and Section 82-1.018 of the Contra Costa County Ordinance Code (“**County Ordinance Code**”). This Agreement is also intended to protect the economic viability of agricultural land within the Tassajara Valley and accomplish the dedication and permanent preservation of certain land therein.

B. The general plans of the County and San Ramon, and the EBRPD Master Plan, (collectively, “**Existing Agricultural and Open Space Protection Policies**”) contain provisions intended to protect agricultural lands and open space. The Existing Agricultural and Open Space Protection Policies include the Contra Costa County Urban Limit Line (“**ULL**”) and the San Ramon Urban Growth Boundary (“**UGB**”).

C. In November 1990, voters approved Measure C-1990, the Contra Costa County 65/35 Land Preservation Plan Ordinance (Ordinance Code Chapter 82-1). The 65/35 Land Preservation Plan Ordinance limits urban development to no more than thirty-five percent (35%) of the land in the County and requires that at least sixty-five percent (65%) of the land in the County be preserved for agriculture, open space, wetlands, parks, and other non-

DRAFT 9/4/20

urban uses. Measure C-1990 also established the County's ULL to enforce the 65/35 standard.

D. In 2004, County voters approved Measure J. Among other things, Measure J requires the County and all cities within the County to have a voter-approved urban limit line, developed and maintained in accord with the "Principles of Agreement for Establishing the Urban Limit Line" ("**Principles**"), to receive the sales tax proceeds from Measure C-1988.

E. In November 2006, County voters approved Measure L, which extended the term of the 65/35 Land Preservation Plan Ordinance to December 31, 2026, and required a four-fifths (4/5) vote of the Board of Supervisors and voter approval to expand the ULL by more than thirty (30) acres.

F. In 1999, San Ramon voters approved a growth management initiative known as Measure G, initiating a general plan update that created a UGB that protects visible hillsides and ridgelines from development, protects significant agricultural resources, preserves open space, encourages infill development and workforce housing, and encourages efficient provision of municipal services such as sewer and water. Land beyond the UGB is intended to remain rural in nature until such time as the UGB is reevaluated to assess the city's future needs for housing and employment.

G. In November 2010, San Ramon voters disapproved Measure W, a ballot initiative that would have amended the city's general plan to add a portion of the Tassajara Valley and lands in the west side of the city within its UGB. With the defeat of Measure W, the Tassajara Valley remains outside of San Ramon's UGB and San Ramon's Sphere of Influence ("**SOI**") and under the jurisdiction of the County.

J. EBRPD's jurisdiction includes all of the counties of Alameda and Contra Costa and provides regional park facilities and activities within this two-county area. EBRPD has a broad mandate under Public Resources Code section 5541 to "plan, adopt, lay out, plant, develop, and otherwise improve, extend, control, operate, and maintain a system of public parks, playgrounds, golf courses, beaches, trails, natural areas, ecological and open space preserves, parkways, scenic drives, boulevards, and other facilities for public recreation, for the use and enjoyment of all the inhabitants of the district."

K. Through this Agreement the Parties express their interest in endeavoring to preserve and enhance agricultural and other non-urban land uses within an approximately seventeen thousand six hundred sixty seven (17,667)-acre area in the Tassajara Valley, located in unincorporated Contra Costa County, as more particularly shown on Exhibit A (“**Preservation and Enhancement Area**”).

L. The Parties also agree to support the dedication and permanent preservation of land at two locations comprising approximately seven hundred twenty seven (727) acres in the Tassajara Valley, as shown on Exhibit B, (collectively, “**Dedication Area**”). Following project approval by the County, the Dedication Area will be permanently preserved through fee title conveyance to EBRPD or Regional Parks Foundation.

M. The Preservation and Enhancement Area and the Dedication Area are outside of the County's ULL and the San Ramon UGB. The Preservation and Enhancement Area and Dedication Area do not fall within any municipality's SOI, and they are outside of the current service areas and SOIs for all special districts providing water and sewer service in adjacent areas.

NOW, THEREFORE, based on the foregoing recitals, which are true and correct and incorporated by this reference, the Parties agree to the following understandings:

AGREEMENT

1. Each Party hereby expressly reaffirms its commitment to the Existing Agricultural and Open Space Protection Policies adopted by each respective Party's legislative body for all land within the Party's respective jurisdiction, including but not limited to the County's ULL and the San Ramon UGB (referred to collectively as the “**ULL/UGBs**”). Each Party acknowledges and agrees that the Preservation and Enhancement Area and Dedication Area are outside the ULL/UGBs, both of which prevent urban development.
2. The Parties acknowledge and agree that, under the Existing Agricultural and Open Space Protection Policies, no new urban development will be allowed in the

Preservation and Enhancement Area or Dedication Area, except as otherwise provided in this Agreement.

3. The Parties agree to support the addition of the Preservation and Enhancement Area and Dedication Area to the Association of Bay Area Government's list of Priority Conservation Areas to improve access to grant funding for acquisition of land or easements from willing sellers.
4. Consistent with the Existing Agricultural and Open Space Protection Policies for their respective jurisdictions, and except as otherwise provided in this Agreement, each Party agrees not to support any proposal to annex all or any portion of the Preservation and Enhancement Area or Dedication Area into a municipality or a utility services district unless the annexation serves non-urban uses, such as agriculture, open space, wetlands, parks, recreation, and other non-urban uses. EBRPD agrees that following County certification of the EIR (as defined below) and Project approval (as defined below), it will accept fee title to the Dedication Area, either directly from the Developer or through a dedication from the Regional Parks Foundation. The Parties will also cooperate to cause the County General Plan land use designation for the Dedication Area changed to Parks and Recreation (-PR).
5. Consistent with the Existing Agricultural and Open Space Protection Policies for their respective jurisdictions, and except as otherwise provided in this Agreement, each Party agrees not to support any proposal to modify the SOI of any municipality or utility services district to include all or any portion of either the Preservation and Enhancement Area or Dedication Area, unless the modification serves non-urban uses such as agriculture, open space, wetlands, parks, recreation, and other non-urban uses in the Preservation and Enhancement Area or Dedication Area.
6. Consistent with the Existing Agricultural and Open Space Protection Policies for their respective jurisdictions, and except as otherwise provided in this Agreement, each Party agrees not to support any proposal to extend, expand, or connect to urban infrastructure or service, all or any portion of either the Preservation and Enhancement Area or Dedication Area, unless: (a) the extension, expansion, or connection serves non-urban uses such as agriculture, open space, wetlands, parks, recreation, and other non-urban

uses; or (b) the extension, expansion, or connection (i) is the minimum necessary to avoid an unconstitutional taking of private property, (ii) is the minimum necessary to comply with state or federal law, or (iii) is the minimum necessary to avoid specific, adverse impacts upon public health and safety.

7. Consistent with the Existing Agricultural and Open Space Protection Policies for their respective jurisdictions, and except as otherwise provided in this Agreement, each Party understands that the County does not support amending the General Plan land use designation for all or any portion of either the Preservation and Enhancement Area or Dedication Area, unless such proposed amendment is for one or more of the following County General Plan land use designations: Agricultural Lands, Public and Semi-Public, Open Space, or Parks and Recreation Uses, or other non-urban uses.
8. Consistent with the Existing Agricultural and Open Space Protection Policies for their respective jurisdictions, and except as otherwise provided in this Agreement, each Party understands that the County does not support amending the zoning designations in either the Preservation and Enhancement Area or Dedication Area to a non-agricultural designation or other designation that is not compatible with agriculture, open space, parks, recreation, and other non-urban uses.
9. Consistent with the Existing Agricultural and Open Space Protection Policies for their respective jurisdictions, each Party agrees that it does not support any future urban development in either the Preservation and Enhancement Area or Dedication Area, except as otherwise provided in this Agreement.
10. The Parties agree to work together to support, develop, and implement policies, programs, and other actions intended to enhance agriculture and to preserve open space, wetlands, parks, recreation, and other non-urban uses in the Preservation and Enhancement Area. Actions which include, but are not limited to, the following:
 - (a) Encouraging and promoting purchase of land or conservation easements, from willing sellers, to protect and enhance agriculture and to preserve and enhance open space, wetlands, parks, recreation, and other non-urban uses;

- (b) Continuing the California Land Conservation Act of 1965 (“**Williamson Act**”; Gov. Code, § 51200 *et seq.*) program to provide tax incentives for property owners who agree not to develop their land;
- (c) Encouraging lease of public land for agricultural activities such as grazing;
- (d) Encouraging and promoting enhanced ground water management for agriculture and rural use, including technical support for more efficient water application and cooperative groundwater management and extraction;
- (e) Encouraging and promoting enhanced marketing for locally-grown agricultural goods, including better connecting farmers to local markets;
- (f) Encouraging continuation and augmentation of the technical support available to farmers, especially in the areas of financing, weed abatement and management, soil conservation, and range management;
- (g) Exploring and pursuing a range of funding opportunities for agricultural enhancement and preservation of open space, wetlands, parks, recreation and other non-urban uses through activities such as grants, allocations from funding measures, and appropriations from density transfer programs and mitigation programs;
- (h) Cooperating with stakeholders to develop a shared vision for the future of the Tassajara Valley;
- (i) Encouraging public beautification projects, public signage, way-finding signage, and traffic regulations and improvements that enhance agricultural activities in the Tassajara Valley, or the rural character of the Tassajara Valley.

11. Notwithstanding anything contained in this Agreement to the contrary, the Parties agree that the County is authorized, in its sole discretion, to find that this Agreement satisfies the requirements of Section 82-1.018(a)(3) of the County Ordinance Code, provided that the County, in its sole discretion as Lead Agency, (a) certifies an Environmental Impact Report (“**EIR**”) pursuant to CEQA and the CEQA Guidelines for the Tassajara Parks housing development project (“**Project**”), where the Project would be required to both (i) permanently preserve the Dedication Area, and (ii) provide an irrevocable contribution of at least \$4 million (“**Ag Contribution**”) to an agricultural enhancement fund established by the County (“**Fund**”) following Project approval.

12. If the County finds that this Agreement satisfies the requirements set forth in Section 11 of this Agreement and the Fund is established and funded with the Ag Contribution, the monies in the Fund shall not be commingled with other moneys held by the County. The County agrees to expend monies in the Fund solely for one or more of the purposes set forth in Section 10 of this Agreement. Subject to the County’s identification of willing sellers, the County will endeavor to dedicate up to approximately ninety percent (90%) of the Fund to the purchase, from willing sellers, (a) fee title to property, and (b) conservation easements in furtherance of one or more of the purposes set forth in Section 10 of this Agreement. Any interest income earned by monies in the Fund shall also be deposited into the Fund and shall be expended solely for one or more of the purposes set forth in Section 10 of this Agreement.

13. The County Administrator, or designee, shall administer the Fund consistent with the purposes of this Agreement.

14. When it makes or receives a proposal to expend the monies in the Fund, the County Administrator, or designee, will meet and consult with representatives from the Parties. The consultation will be considered concluded when the Parties’ representatives mutually agree on the expenditure of monies in the Fund, consistent with one or more of the purposes set forth in Section 10 of this Agreement, or when the County Administrator, or designee, determines that mutual agreement cannot be reached despite good faith efforts to reach mutual agreement and resolve the identified issues of disagreement.

15. The Parties agree that this Agreement is not intended to facilitate additional urban development within the Preservation and Enhancement Area or Dedication Area. The Parties agree that this Agreement is not intended to limit, and does not limit, the authority of the voters to elect to extend or not extend the life of the ULL. If the voters ever elect to not extend the life of the ULL, this Agreement shall only apply to the Dedication Area.
16. The Parties agree to cooperate in all matters relating to the interpretation and implementation of this Agreement.
17. The Parties intend that this Agreement be broadly construed to achieve its stated purposes.
18. The Parties do not intend for this Agreement to modify any existing laws, regulations, or policies regarding the Preservation and Enhancement Area nor to limit any jurisdiction's power conferred under Article 11, Section 7 of the California Constitution.
19. There are no third party beneficiaries of this Agreement.
20. If any provision or provisions of this Agreement shall be held in a judicial proceeding to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, provided that the purpose of this Agreement remains legal and enforceable.
21. This Agreement may be executed in multiple counterparts.

[Remainder of page left blank. Signatures on following pages.]

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COUNTY OF CONTRA COSTA

By _____
Chair, Board of Supervisors

APPROVED AS TO FORM

By _____
County Counsel CITY OF SAN RAMON

By _____
Mayor

APPROVED AS TO FORM

By _____
City Attorney

EAST BAY REGIONAL PARK DISTRICT

By _____
President

APPROVED AS TO FORM

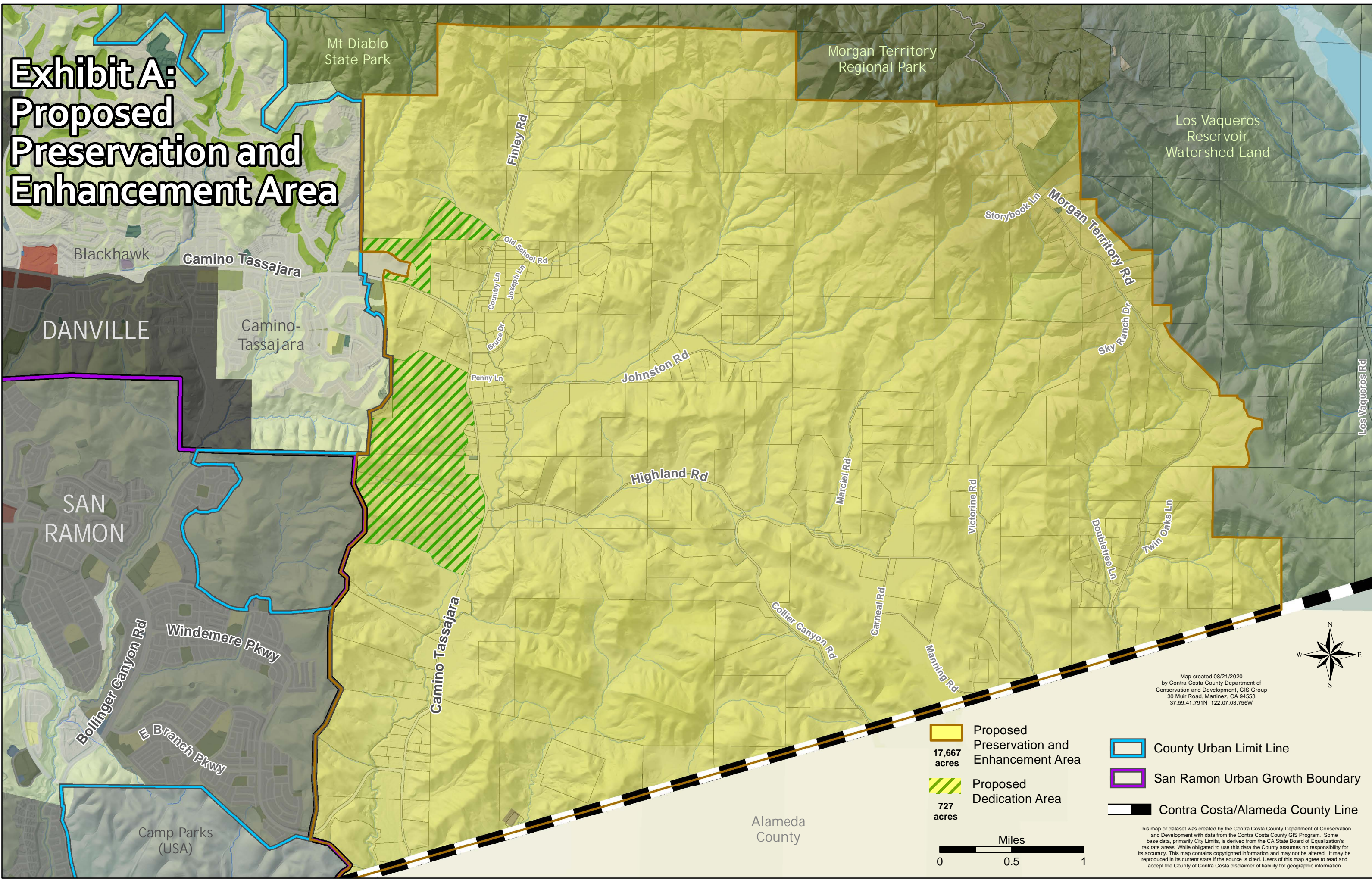
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By _____

District Counsel

SMS

Exhibit A: Proposed Preservation and Enhancement Area



Mt Diablo State Park

Morgan Territory Regional Park

Los Vaqueros Reservoir Watershed Land

Blackhawk

Camino Tassajara

DANVILLE

Camino-Tassajara

SAN RAMON

Bollinger Canyon Rd

Windemere Pkwy

Branch Pkwy

Camp Parks (USA)

Finley Rd

Old School Rd

County Ln

Bruce Dr

Penny Ln

Johnston Rd

Highland Rd

Camino Tassajara

Collier Canyon Rd

Marciel Rd

Carneal Rd

Manning Rd

Victorine Rd

Storybook Ln

Morgan Territory Rd

Sky Ranch Dr

Doubletree Ln

Twin Oaks Ln

Los Vaqueros Rd

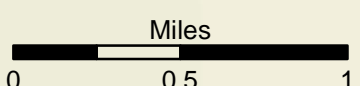
Alameda County

Map created 08/21/2020
by Contra Costa County Department of Conservation and Development, GIS Group
30 Muir Road, Martinez, CA 94553
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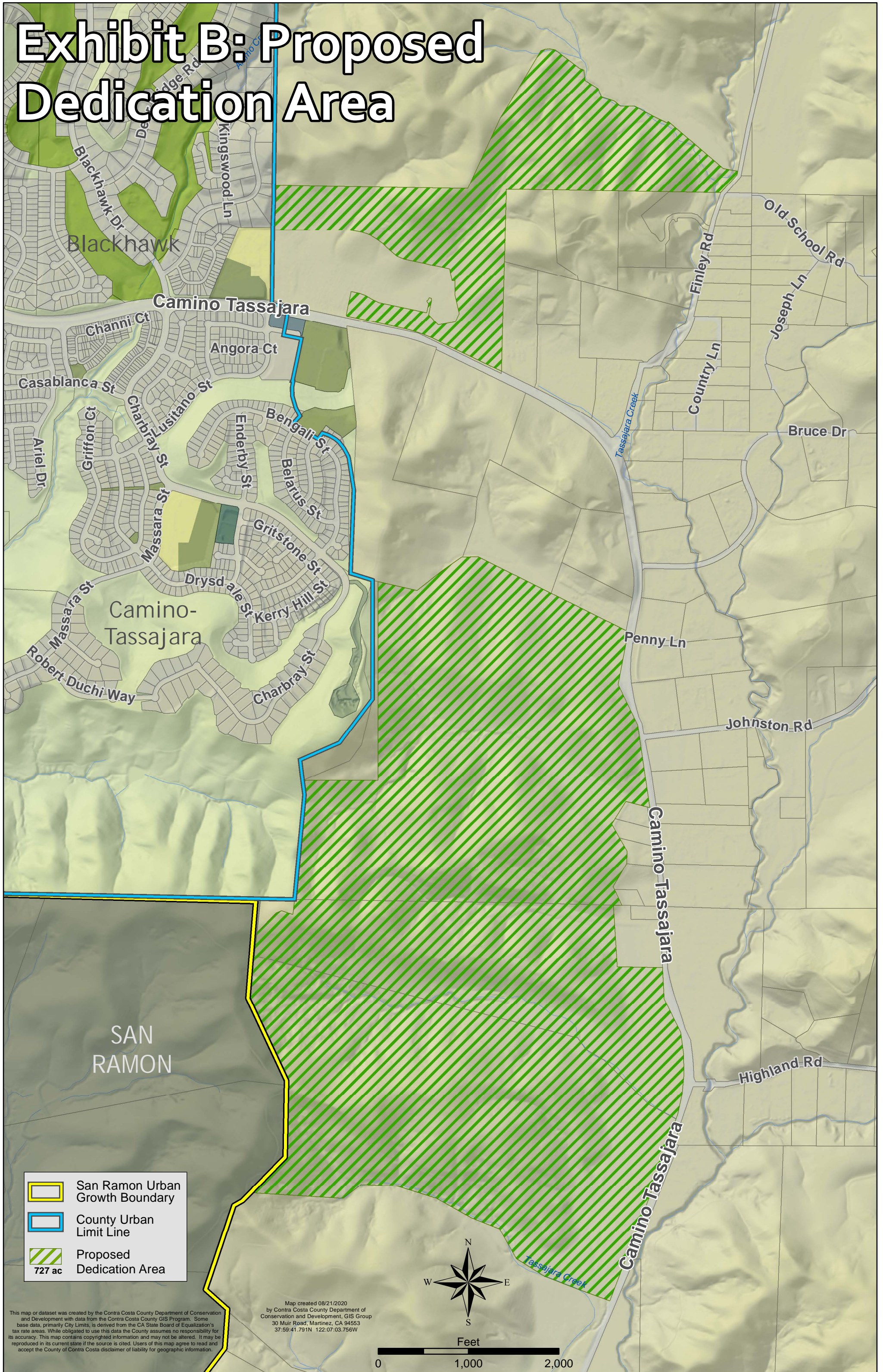
- Proposed Preservation and Enhancement Area
17,667 acres
- Proposed Dedication Area
727 acres




- County Urban Limit Line
- San Ramon Urban Growth Boundary
- Contra Costa/Alameda County Line



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Exhibit B: Proposed Dedication Area



-  San Ramon Urban Growth Boundary
-  County Urban Limit Line
-  Proposed Dedication Area
727 ac

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