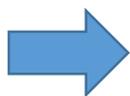
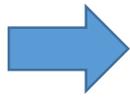


The MOU claims to be a “Preservation Agreement”, but in reality it is an Agreement designed to promote and enable Non-Urban Development.

The MOU has serious and irreversible negative implications to existing Tassajara Valley residents, agriculture production, the environment and surrounding communities.

There are 3 main concerning stipulations in this MOU.

-  Developing Ground Water Extraction and Management for Non-Urban Uses.
-  Prohibiting Future Annexation to the Existing Rural Community in Tassajara Valley.
-  Ambiguity in showing how this MOU will strengthen the Existing Voter Approved Preservation Measures.

Tassajara Valley is a very special place nestled in the Eastern Bay Area, it consists of beautiful vistas, wildlife habitats, important open space, agriculture land and a rural community of approximately 125 homes. Because, of its proximity to highly desirable suburban communities, on an international level, this area is under great pressure for urban development. Although, there is persistent pressure from some land owners to develop this special place, there is also great pressure from the general population in Tassajara Valley and the surrounding communities to preserve the Tassajara Valley. Public opinion can be understood clearly by the strong support to keep Tassajara Valley outside the Urban Limit Line when Measure J was approved by voters in 2006.

The MOU claims to be a preservation agreement in order to satisfy the requirements of section 82-1.018 (a)(3) of the County Ordinance Code on one hand, and on the other hand it is promoting the development of Tassajara Valley’s agricultural production and other non-urban land uses. In reality this is a non-urban development agreement to be adopted only after urban development efforts have been exhausted and pushing through a final urban development on voter approved land outside the Urban Limit Line. The timing of this MOU is critical as well, because the Plan Bay Area 2040 will likely add urban development complications if policies are adopted which further limit urban development outside the current ULLs and UGBs.

Developing Ground Water Extraction and Management for Non-Urban Uses.

1) Section #12 (d) – This is especially worrisome. This stipulation states that all parties to this MOU will agree to implement policies, support, and take other actions to develop a ground water extraction and management system to provide water for the development of non-urban land uses in Tassajara Valley. Tassajara Valley has a delicate and intricate ground water system that supplies water to existing rural residences, agriculture needs, Tassajara Creek, heritage oaks, meadows, wetlands, wildlife etc. We live in a time in which we know that everything is connected. One cannot expect to extract more water from Tassajara Valley’s ground water system and not see negative consequences throughout the Valley. This particular stipulation needs to be very carefully researched and studied by a team of hydrologists, watershed conservation organizations and water rights attorneys.

Prohibiting Future Annexation to the Existing Rural Community in Tassajara Valley.

3) Section P, Q, #5, #6, #7 - It is very important to understand the consequences of this MOU as it relates to the existing rural residential home owners within the Tassajara Valley Agricultural Enhancement Area. Tassajara Valley residential homes (rural) are outside the current service areas/SOIs for all special districts providing water and sewer service. Tassajara Valley residents will not be able to receive water from any municipality without first being annexed. Please clarify if the existing rural residential development is included in other non-urban uses and describe what non-urban uses include.

Ambiguity in showing how this MOU will strengthen the Existing Voter Approved Preservation Measures.

2) Section O and #2- The most important promise of this MOU is the claim that it will contractually preserve up to 17,718 acres in the Tassajara Valley. The process to do this is outlined in Section O and #2 of the MOU. Surprisingly, the process is simply to uphold and reaffirm the existing voter approved land preservation policies.

How, exactly, will the MOU obtain a greater protection for Tassajara Valley than it already has? What is meant by up to 17,718 acres? Will all or part of the Agricultural Enhancement Funds be used to purchase land or developmental rights from land owners? Have the parties of this MOU been made aware of the specifications of this statement or agreements from land owners?

Other concerning stipulations

1) Section N - EBRPD’s has a wide range of public recreation facilities. Since, many park uses can be detrimental to endangered species and wildlife habitat, such as golf courses and off-road vehicle parks, it is important to provide a clear description of the acceptable public recreation facilities and activities allowed in Tassajara Valley.

4) Section #12 (c) - Public land used for grazing ought to be carefully monitored. Grazing can be detrimental to critical habitats for Tassajara Valley wildlife, can substantially degrade the aesthetics of scenic meadows and inhibit wetland preservation.

6) 12 (e, f) – MOU should promote organic farming methods. The local communities do not want more pesticides and herbicides in proximity to our communities. Pesticides and herbicides have the high potential to contaminate ground water, wildlife habitat, and agriculture goods.

7) 12 (g) – What is a density transfer program?

Since this MOU significantly impacts Tassajara Valley residents and the surrounding communities, our involvement and opinions ought to be an integral part of the decision making process. All Tassajara Valley residents and surrounding communities need to be sufficiently notified of all public meetings and public correspondence related to this and the Tassajara Parks development. Transparency into public policy decisions is of the utmost importance.