KERN COUNTY
Planning & Natural Resources

Craig M. Murphy, Director
2700 "M" Street, Suite 100
Bakersfield, CA 93301-2323
Phone: (661) 862-8600
TTY Relay 1-800-735-2929
Email: planning@kerncounty.com
Web Address: https://kernplanning.com

October 13, 2026

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

Proposed Rescission of Existing Williamson Act Land Use Contract, Simultaneous Approval of Proposed Williamson Act Contract No. 26-05 with Primex Farms, LLC, a California Limited Liability Company; 121.73 acres; Agricultural Preserve No. 6; Implementing in 2027 Calendar Year
(Fiscal Impact: None) S.D. 4

The Williamson Act authorizes counties to enter into recorded contracts with interested landowners to restrict land to commercial agricultural use in exchange for lowered property taxes. Additionally, if a property owner proposes to adjust the lot lines of a parcel or parcels under contract, and the resulting boundaries are no longer coincidental with the legally described parcels within the contract, the property owner and County can mutually agree to rescind the original contract and simultaneously enter into a new contract, provided that your Board makes specific findings, pursuant to Chapter 7, Government Code Section 51257.

The Planning and Natural Resources Department has been petitioned by Swanson Engineering, Inc., on behalf of Primex Farms, LLC, to rescind a portion of an existing Williamson Act Land Use Contract and simultaneously enter Williamson Act Contract No. 26-05. The purpose of this new contract is to facilitate conjunctive Lot Line Adjustment No. 5-25 between three (3) parcels, two of which are subject to an existing Williamson Act Contract. The remaining parcel is subject to a Farmland Security Zone Contract. The existing contract, proposed for partial rescission, was entered into by Obie Hankins and Virginia Hankins, on February 18, 1970, and recorded in Book 4372, Page 41, in the Official Records of Kern County.

The proposed contract is for property that will be legally identified as that portion of Lot 2 of Lot Line Adjustment No. 5-25 lying easterly of the centerline of Wildwood Road and Lot 3 of Lot Line Adjustment No. 5-25. Staff has reviewed the required findings as *italicized* below and offers the following comments for your Board's consideration:

(1) *The new contract or contracts would enforceably restrict the adjusted boundaries of the parcels for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than 10 years.* The proposed contract shall remain in effect for an initial term of 10 years and will be automatically renewed annually, unless a notice of nonrenewal has been served by the property owner.

(2) *There is no net decrease in the amount of the acreage restricted. In cases where two parcels involved in a Lot Line Adjustment are both subject to contracts rescinded pursuant to this section, this finding will be satisfied if the aggregate acreage of the land restricted by the new contracts is*

at least as great as the aggregate acreage restricted by the rescinded contracts. Those portions of the existing contract to be rescinded restricted 120-acres and the new contract restricts a total of 121.73-acres.

(3) *At least 90 percent of the land under the former contract or contracts remains under the new contract or contracts.* The portion of the original contract to be rescinded, in order to reflect the boundaries of the lot line adjustment of the contracted lands, contained a total of 120-acres. The land to be included in the new contract exceeds that contained in the original contracts and exceeds the 90 percent minimum requirement.

(4) *After the Lot Line Adjustment, the parcels of land subject to contract will be large enough to sustain their agricultural use, as defined in Section 51222.* The parcel proposed for the new contract contains a total of 121.73 acres that is classified as "Prime Farmland" on the 2022 State of California Department of Conservation's Important Farmland Maps for Central Kern County. The acreage of the site is well within the defined minimum acreage requirements for the above-referenced identified type of farmland.

(5) *The Lot Line Adjustment would not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts.* The property will continue to be utilized for crop processing and production. No other contracted lands will be affected by the Lot Line Adjustment.

(6) *The Lot Line Adjustment is not likely to result in the removal of adjacent land from agricultural use.* The lot line adjustment does not affect other parcels, and no new non-agricultural uses are being considered.

(7) *The Lot Line Adjustment does not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the general plan.* The Lot Line Adjustment affects a total of three (3) existing parcels and will not create additional parcels. The proposed lot sizes and uses of the contracted land are consistent with the resource designation by the General Plan and the applicable provisions of the Zoning Ordinance.

The proposed contract before your Board has been processed pursuant to Resolution No. 78-210 (Adoption of Policies and Procedures to Qualify for Land Use Contracts) and Resolution No. 97-366 (Establishing New Filing Date and Deadlines for Accepting Applications). The proposed Land Use Contract contains the supplemental terminology necessary to rescind the previous original contracts. Processing of the contract is exempt from further environmental review pursuant to Section 15317 of the State CEQA Guidelines and summarized as follows:

Supervisorial District:	4
Contract No.:	26-05
Applicant:	Primex Farms, LLC, a California Limited Liability Company
Location:	East side of Wildwood Road, approximately one-half (1/2) mile north of Kimberlina Road, Wasco area.
Land Use:	Irrigated Crops
Zoning:	A (Exclusive Agriculture)
Preserve No.:	6
Acreage:	121.73-acres

IT IS RECOMMENDED that your Board make the necessary findings pursuant to Section 15317 of the State CEQA Guidelines and Government Code Section 51257; rescind that portion of the original land use contract entered into by Obie Hankins and Virginia Hankins, on February 18, 1970, and recorded in Book 4372, Page 41, in the Official Records of Kern County, simultaneously approve Land Use Contract No. 26-05; authorize the chairman to sign, and direct the Chief Clerk of the Board of Supervisors to record.

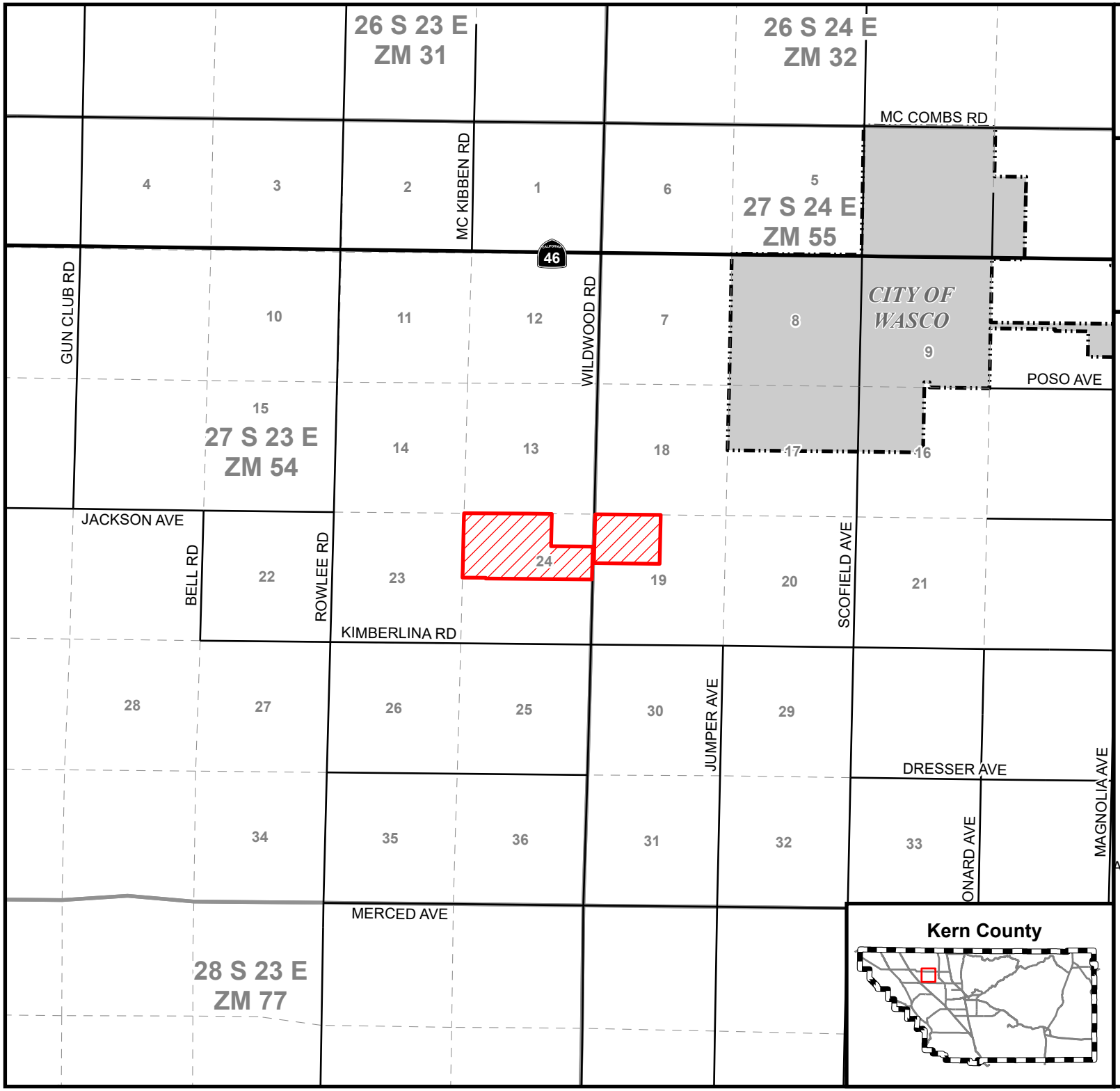
Sincerely,

CRAIG M. MURPHY, Director
Kern County Planning and Natural Resources Department

NM:HVN:lb

Enclosure

cc: County Counsel
Grand Jury
County Administrative Officer
Kern County Assessor's Office
LAFCO



Land Use Contract 26-05

Vicinity Map

Primex Farms LLC
by Swanson Engineering, Inc

- Site
- State Hwy
- Arterials
- Township/Range
- Sections
- City Limits

APN: 071-110-01, 071-110-05 and 069-280-62
Sec. 24 - T27S/R23E
Sec. 19 - T27S/R24E

Created on: 9/18/2026

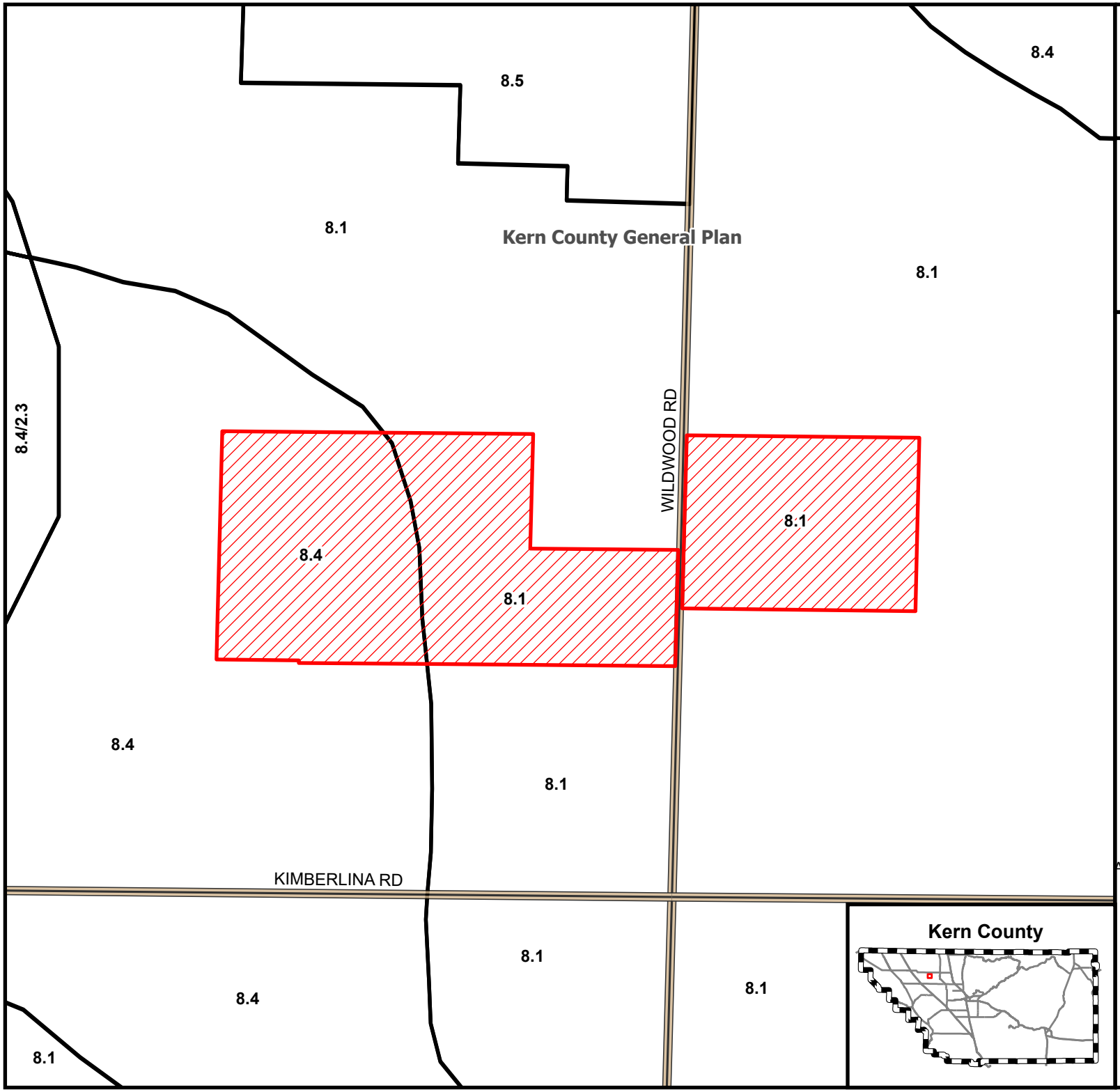
0 5,000 10,000 ft

Kern County
Planning & Natural
Resources Department

Land Use Contract 26-05

Existing General Plan Map

Primex Farms LLC
by Swanson Engineering, Inc



Site

Arterials

General Plan Boundaries

- 8.1 - Intensive Agriculture (Min. 20-acre parecel size)
- 8.4 - Mineral and Petroleum (Min. 5-acre parcel size)
- 8.5 - Resource Management (Min. 20- or 80-acre parcel size)
- 2.3 - Shallow Ground Water

APN: 071-110-01, 071-110-05 and 069-280-62
Sec. 24 - T27S/R23E
Sec. 19 - T27S/R24E

Created on: 9/18/2026

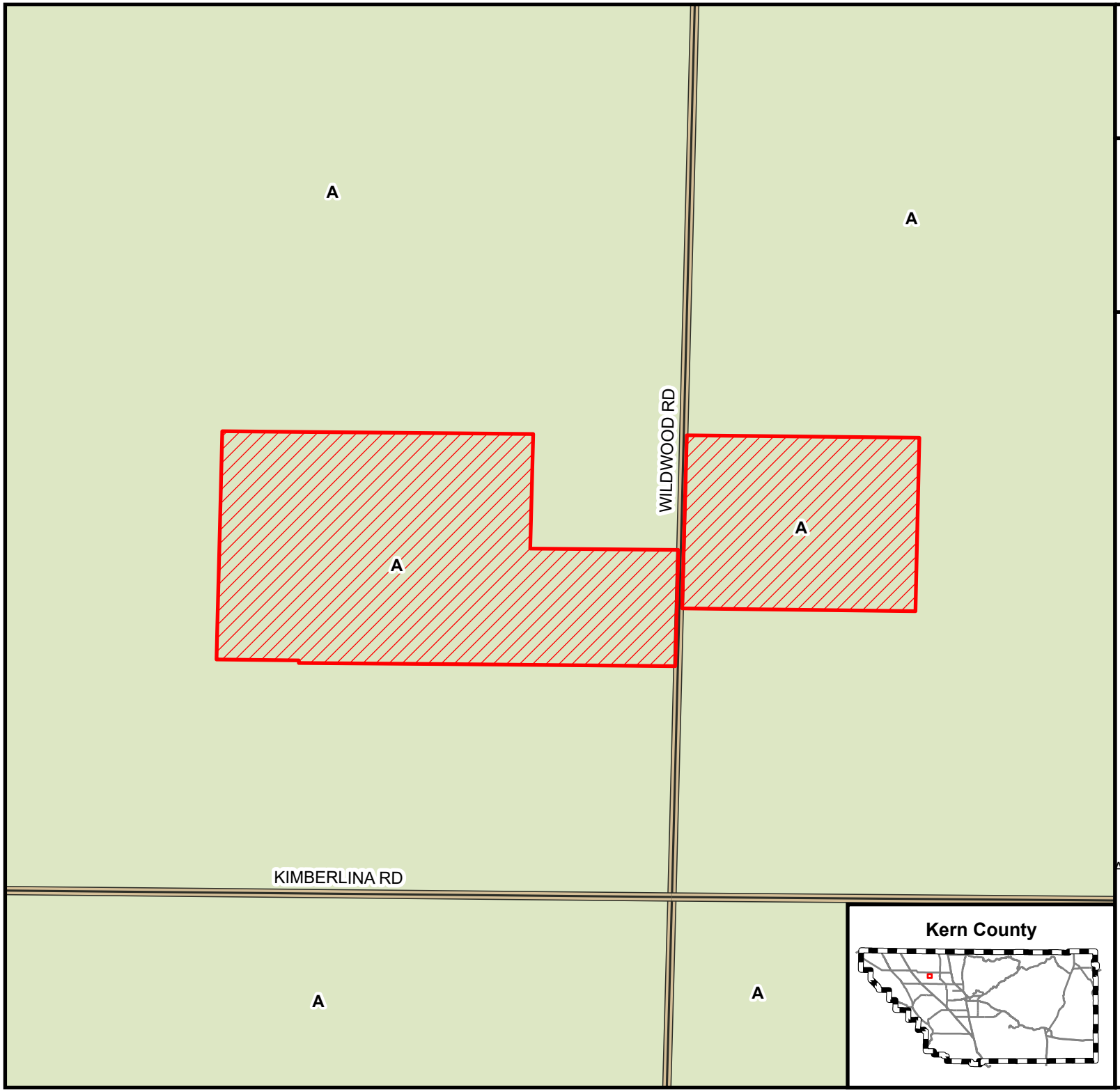
0 1,400 2,800 ft

Kern County Planning & Natural Resources Department

Land Use Contract 26-05

Existing Zone Classifications

Primex Farms LLC
by Swanson Engineering, Inc



Site
Arterials
KERN COUNTY ZONING DESIGNATIONS
A - Exclusive Agriculture

APN: 071-110-01, 071-110-05 and 069-280-62
Sec. 24 - T27S/R23E
Sec. 19 - T27S/R24E

Created on: 9/18/2026

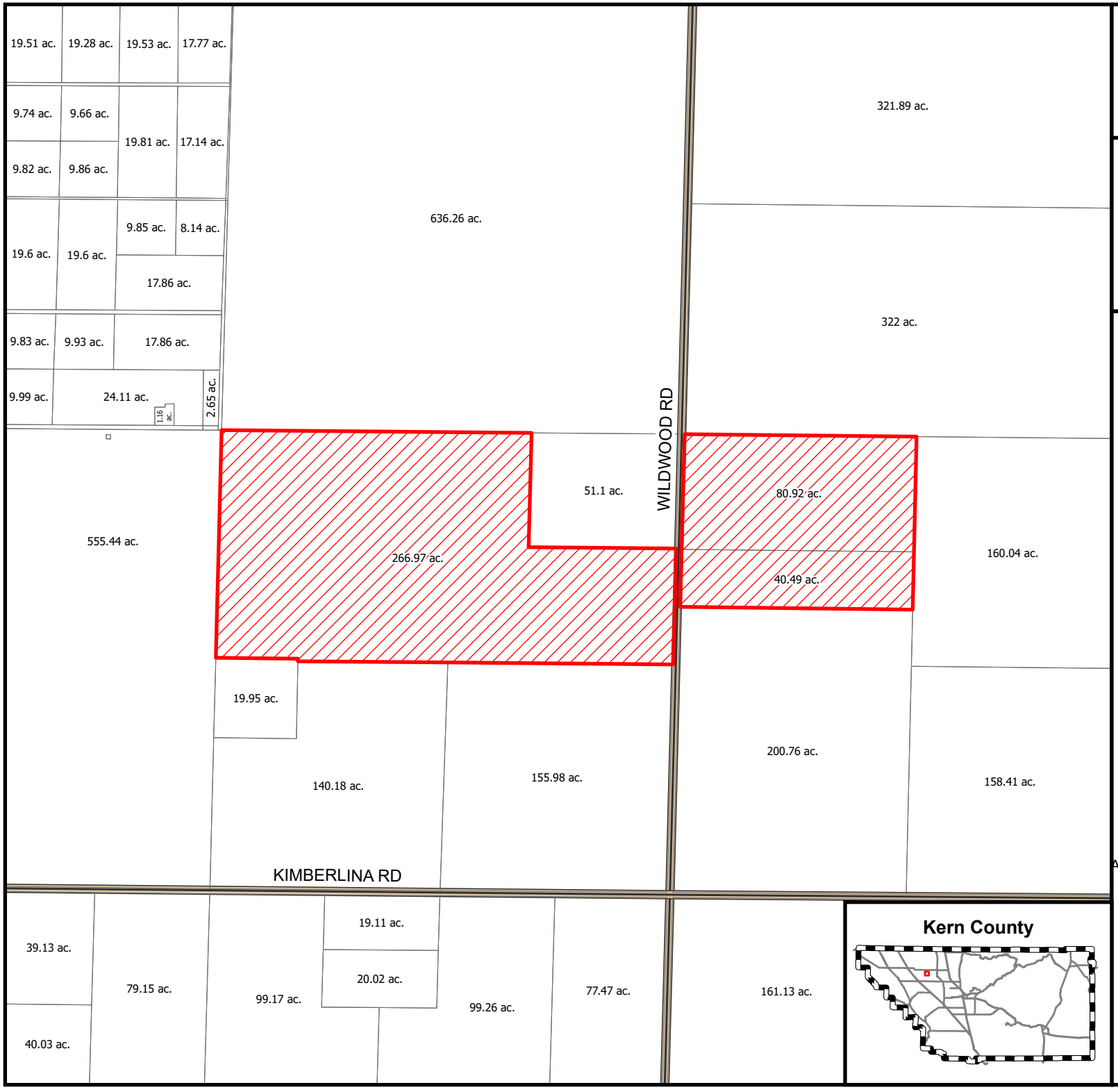
0 1,400 2,800 ft

Kern County
Planning & Natural Resources Department

Land Use Contract 26-05

Assessor's Parcelization Map

Primex Farms LLC
by Swanson Engineering, Inc



Site

Parcel Boundaries

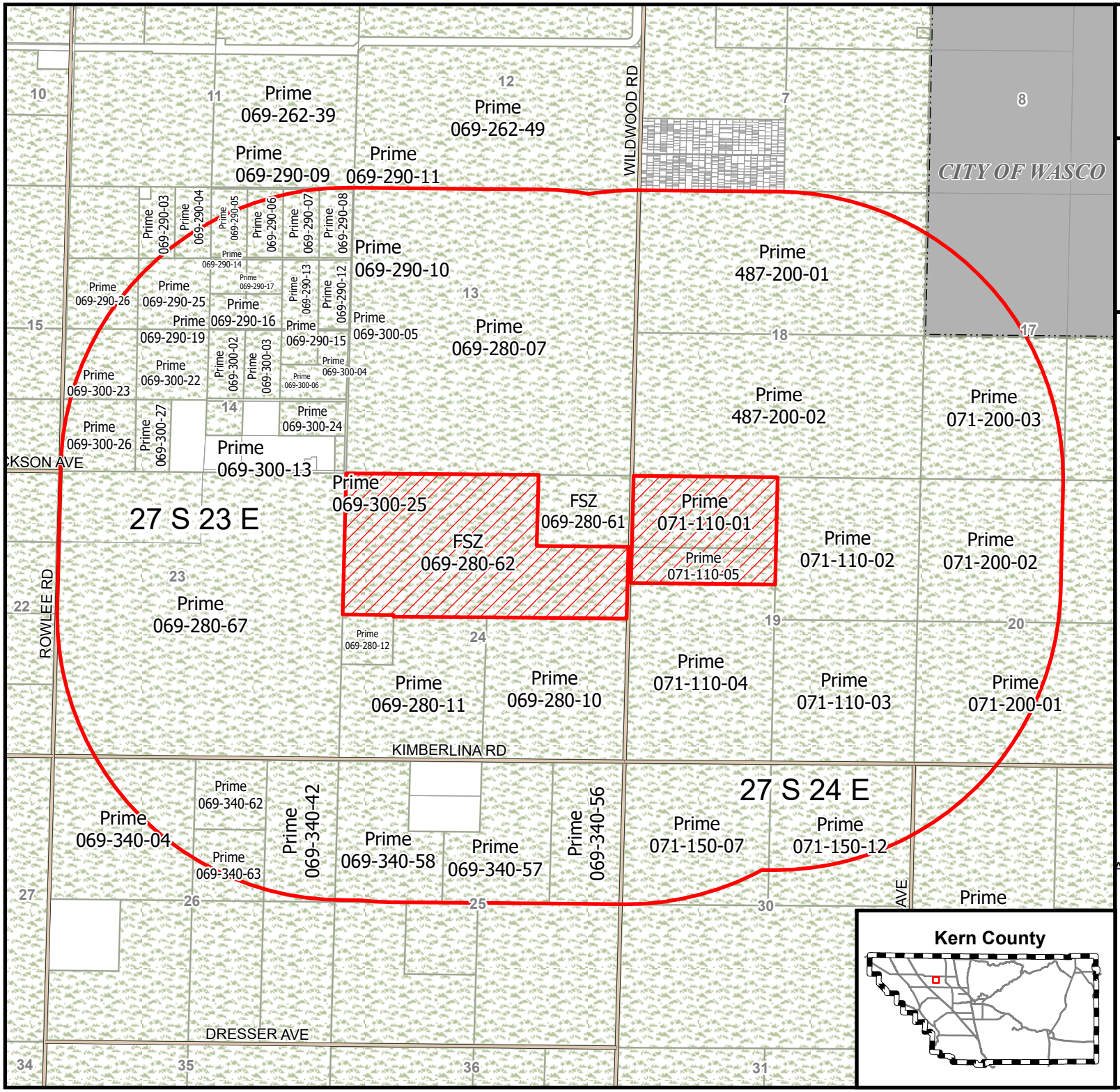
Arterials

APN: 071-110-01, 071-110-05 and 069-280-62
Sec. 24 - T27S/R23E
Sec. 19 - T27S/R24E

Created on: 9/18/2026

0 1,400 2,800 ft

Kern County
Planning & Natural Resources Department



Land Use Contract 26-05

Williamson Act Land Use Contracts

Primex Farms LLC
by Swanson Engineering, Inc

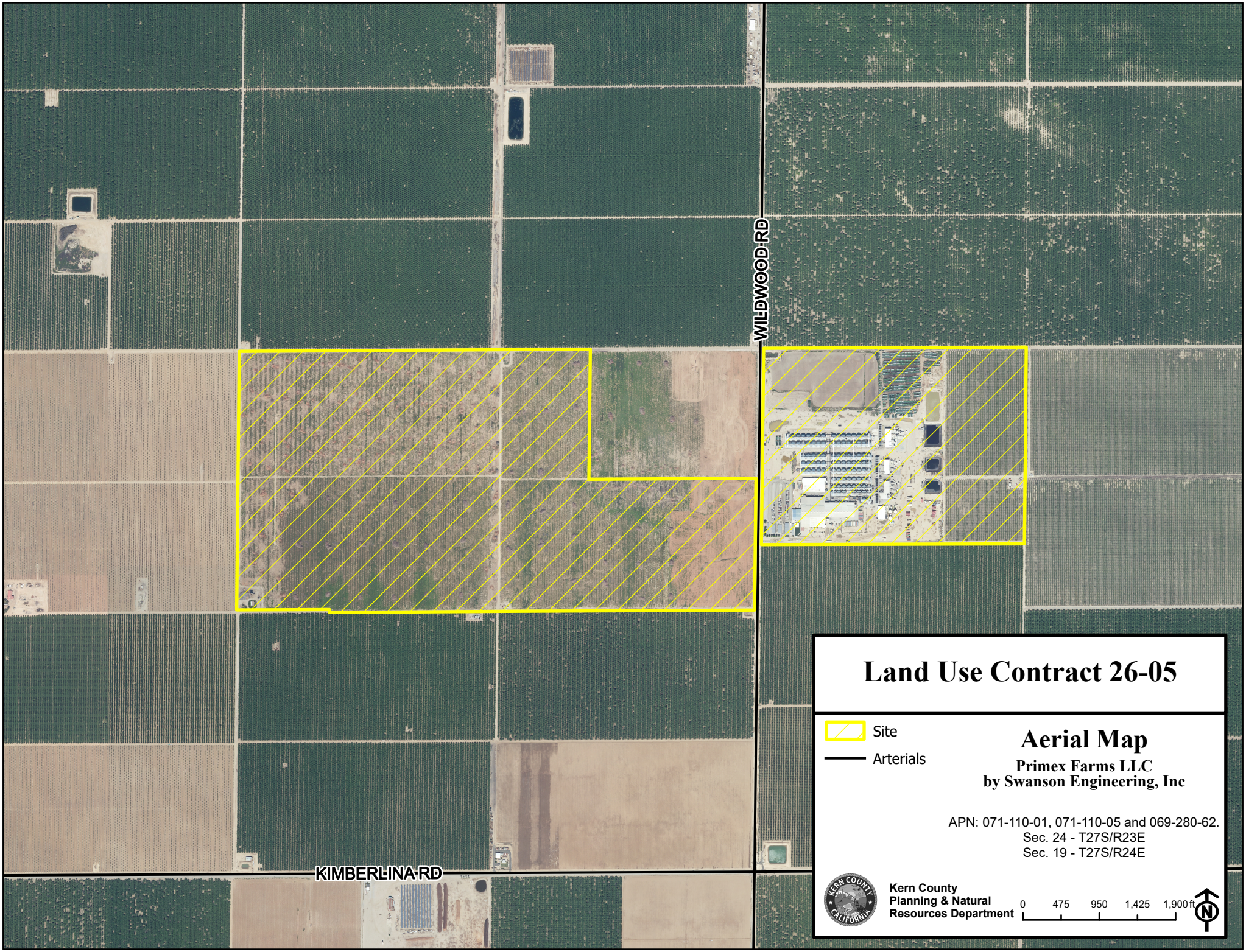
- 1-mile Buffer
- Site
- Streets
- Parcels
- Township/Range
- Sections
- Active Williamson Act

APN: 071-110-01, 071-110-05 and 069-280-62
Sec. 24 - T27S/R23E
Sec. 19 - T27S/R24E

Created on: 9/18/2026

0 910 1,820 2,730 3,640 Feet

Kern County
Planning & Natural Resources Department



Land Use Contract 26-05

Site

Arterials

Aerial Map

Primex Farms LLC
by Swanson Engineering, Inc

APN: 071-110-01, 071-110-05 and 069-280-62.
Sec. 24 - T27S/R23E
Sec. 19 - T27S/R24E

Kern County
Planning & Natural
Resources Department

0 475 950 1,425 1,900 ft

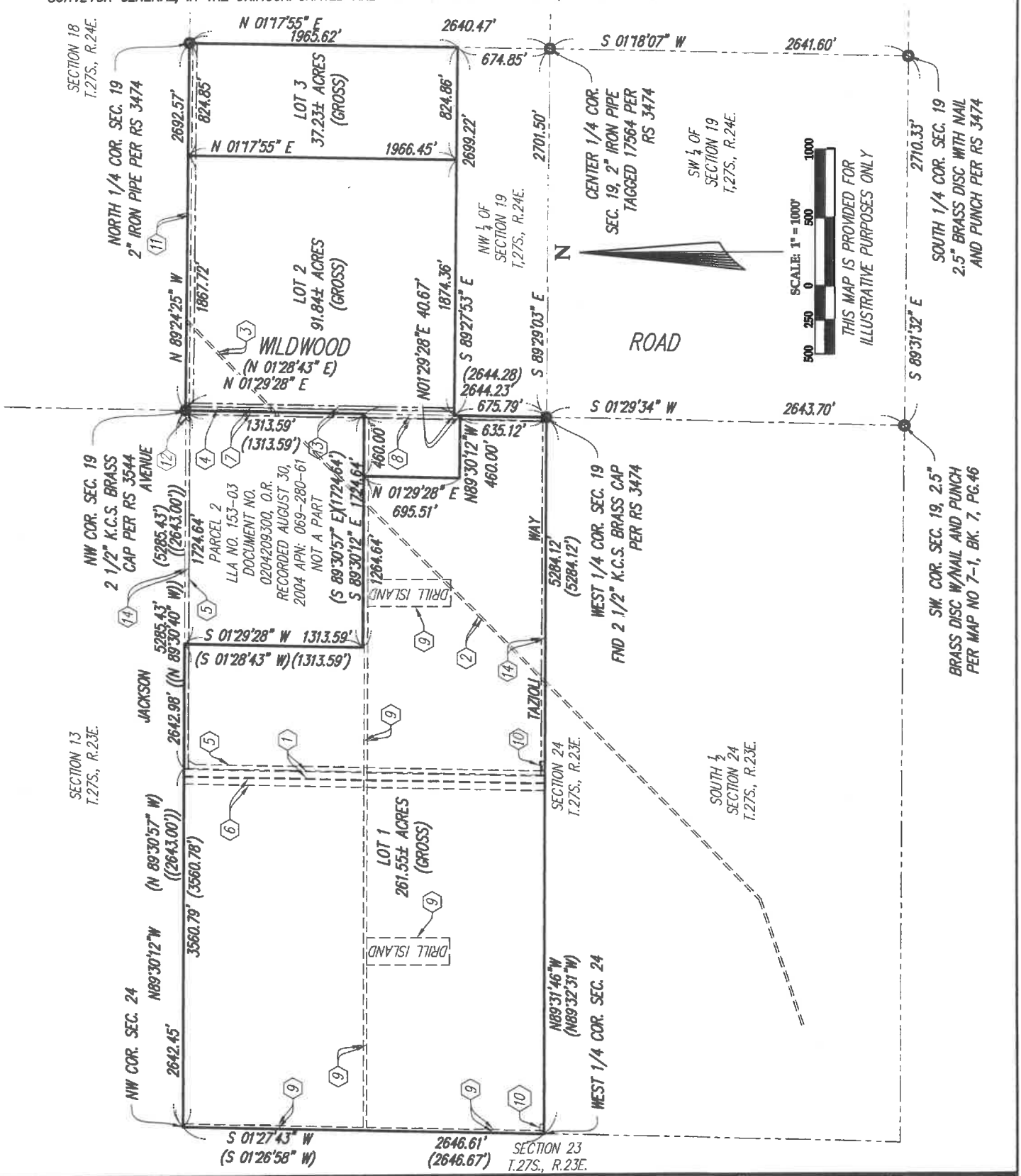
N

LOT LINE ADJUSTMENT No. 5-25

EXHIBIT 'B'

AS ADJUSTED

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 27 SOUTH, RANGE 24 EAST, TOGETHER WITH A PORTION OF THE NORTH HALF OF SECTION 24, TOWNSHIP 27 SOUTH, RANGE 23 EAST, MOUNT DIABLO BASE AND MERIDIAN, PER THE OFFICIAL PLATS THEREOF ON FILE IN THE OFFICE OF THE SURVEYOR GENERAL, IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA.



SWANSON ENGINEERING, INC.
2000 Oak Street, Suite 150 ~ Bakersfield, CA 93301
P-(661) 831-4919; F-(661) 873-4777 ©2025

PRIMEX FARMS, LLC

16070 WILWOOD ROAD, WASCO, CA

AS ADJUSTED

JOB NO.: 24-058
DATE: 12/22/2025
BY: CLC
DWG NAME: 24-058 LLA-R4.dwg

SHEET # SHEET 4 OF 4

LLA-4

Land Use Contract No. 26-05

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

KERN COUNTY PLANNING AND NATURAL RESOURCES DEPARTMENT

WHEN RECORDED MAIL TO:

CLERK, BOARD OF SUPERVISORS
Kern County Administrative Center
1115 Truxtun Avenue, 5th Floor
Bakersfield, CA 93301

No recording fee required: exempt pursuant to Government Code Section 27383
GC 27388.1(a)(1): Recorded document is expressly exempt from payment of recording fees (FBO govt. agency).

LAND USE CONTRACT NO. 26-05

Partial Contract Rescission and Reentry Pursuant to LLA 5-25

(Government Code Section 51257)

(California Land Conservation Act of 1965 and Open Space Valuation Law of 1967)

THIS CONTRACT is entered into this _____

(Execution Date) by and between the COUNTY OF KERN, a political subdivision of the State of California, hereinafter referred to as "County," and Primex Farms, LLC, a California Limited Liability Company, hereinafter referred to as "Owner."

W I T N E S S E T H:

(a) **WHEREAS,** Owner holds title to certain parcels of land described as follows:

See Attached Exhibit "B"

(b) **WHEREAS,** said parcels are subject to certain Land Use Contract, made pursuant to the California Land Conservation Act of 1965 (California Government Code Sections 51296 *et seq.*), sometimes referred to herein as "Land Conservation Act" or "Act", and the Open Space Valuation Law of 1967, dated the 18th day of February, 1970, between the County and Obie Hankins and Virginia

Hankins, recorded in Book 4372, Page 41, Official Records of Kern County, located in Agricultural Preserve No. 6; and

(c) **WHEREAS,** said Land Use Contract also describes other lands which are not affected by this Contract; and

(d) **WHEREAS,** Owner has applied to County for a lot line adjustment to adjust the boundaries of the Original Parcels; and

(e) **WHEREAS,** the making of this Contract is necessary for the purposes of conformance with the conditions of Section 51257 of the California Land Conservation Act; and

(f) **WHEREAS,** Owner's real property as adjusted by lot line adjustment is situated in the County of Kern, State of California, is devoted to agricultural use and is located within an area which has been designated by County as an agricultural preserve, and a description of said land, together with a reference to the map showing the location of said agricultural preserve, is set forth in Exhibit "A" attached hereto and incorporated herein by reference; and

(g) **WHEREAS,** both Owner and County desire to limit the use of land described in Exhibit "A" for the purposes of preserving it pursuant and subject to the conditions set forth in this Contract and in the California Land Conservation Act of 1965, as amended, in order to preserve a maximum amount of the limited supply of agricultural land and to thereby conserve the State's economic resources, to maintain the agricultural economy of the State, and to assure adequate, healthful, and nutritious food for future residents of this State and Nation; and

(h) **WHEREAS,** Owner desires that the parcel described in Exhibit "A" receive the benefits of Section 8 of Article XIII of the California Constitution and the statutes relating to valuation and assessment of open space land subject to enforceable restrictions, including those in the Revenue and Taxation Code, commencing with Section 421, as are now or may be from time to time in effect.

NOW, THEREFORE, that portion of the Land Use Contract dated the 18th day of February, 1970, recorded in Book 4372, Page 41, Official Records of Kern County, located in Agricultural Preserve No. 6, is **hereby rescinded as of the Effective Date set forth in Section 2(a) below, but only with**

respect to the parcels described in Paragraph (a) above; and

NOW, THEREFORE, the parties hereto, 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. **CONTRACT MADE PURSUANT TO LAND CONSERVATION ACT:**

This Contract is made and entered into pursuant to the California Land Conservation Act of 1965 and is subject to all of the provisions and restrictions thereof, as they are now or may be from time to time in effect.

2. **EFFECTIVE DATE OF THIS CONTRACT; TERM OF THIS CONTRACT; AUTOMATIC EXTENSION; NOTICE OF INTENT NOT TO RENEW**

(a) Effective Date - This Contract shall become effective as of the 1st day of January following the Execution Date of this Contract.

(b) Term - This Contract shall remain in effect for an initial term of ten (10) years from and including the effective date and during renewals of this Contract.

(c) Automatic Extension - Each 1st day of January of each year during which this Contract shall be in effect shall be deemed to be the annual renewal date of this Contract, as mentioned in Sections 51244 and 51245 of the Act. On said annual renewal date, a year shall be added automatically to the initial term aforementioned, and the term of this Contract shall be thereby renewed and extended, unless notice of nonrenewal has been given as provided in Section 51245 of the Act.

(d) Notice of Intent - If County or Owner gives notice of intent in any year not to renew this Contract, the Contract shall remain in effect for the balance of the term or extended term remaining since the original execution or the last renewal of the Contract, as the case may be.

3. **ENFORCEABLE RESTRICTION:**

(a) It is mutually agreed that this Contract is and shall be an enforceable restriction within the meaning of Section 8 of Article XIII of the Constitution, said Land Conservation Act, and applicable provisions of the Revenue and Taxation Code, commencing with Section 421, as are now or may be from time to time in effect; and it is contemplated that this Contract shall be enforced and administered by

County in such a manner as to accomplish the purposes of said Article of the Constitution and said statutes.

(b) It is mutually understood that County may bring any action in Court necessary to enforce this Contract, including, but not limited to, an action to enforce this Contract by specific performance or injunction.

4. **CONTRACT MADE IN CONFORMITY WITH UNIFORM RULES ADOPTED BY COUNTY:**

(a) This Contract is also made and entered into pursuant to the provisions of the Uniform Rules adopted by the Board of Supervisors of County governing the administration of agricultural preserves, including, but not confined to, the land use restrictions and enumeration and definition of compatible uses therein contained.

(b) It is expressly understood and agreed that during the term of this Contract or any renewals thereof, the Board of Supervisors of County may add to those agricultural and compatible uses specified in the resolution or resolutions prescribing Uniform Rules governing the administration of the agricultural preserve within which the land described in this Contract is located or may otherwise modify said Uniform Rules, provided, however, that the subsequent elimination or reduction in scope of a compatible use which is so enumerated or defined or the subsequent imposition of any land use restriction which is not set forth in said Uniform Rules as of the date of this Contract, shall not be deemed to affect the land described in this Contract unless and except with the written consent of Owner.

(c) The Uniform Rules which are applicable to the agricultural preserve in which the land herein described is situated are incorporated herein by reference, including those Uniform Rules as are in effect at the date of this Contract and, subject to the limitations aforementioned in this Article, those amendments or additions thereto which may be subsequently adopted from time to time.

5. **EXCLUSION OF USES OTHER THAN AGRICULTURAL AND COMPATIBLE USES:**

(a) During the term of this Contract, or any renewals thereof, the land described herein shall not be used for any purpose other than agricultural uses and those uses compatible with agricultural uses.

(b) As used in this Contract, the following terms shall have these respective meanings:

(1) "Agricultural uses" shall mean the use of land for the purpose of producing an

agricultural commodity for commercial purposes.

(2) "Agricultural commodity" shall mean any and all plant and animal products produced in this State for commercial purposes.

(3) "Compatible uses" shall mean those uses enumerated in the Uniform Rules, or as determined by the Land Conservation Act.

(4) "Uniform Rules" shall mean the Uniform Rules adopted by the Board of Supervisors of County governing the administration of agricultural preserves, as more fully described in Article 3 hereinabove.

6. LIMITATION ON STRUCTURES:

During the term of this Contract or any renewals thereof, no structure shall be erected upon said land except such structures as may be directly related to agricultural uses and those uses compatible with agricultural uses.

7. EFFECT ON PLANNING AND ZONING POWERS:

It is mutually understood and agreed that neither the provisions of this Contract nor of any Uniform Rule adopted by the Board of Supervisors of County shall in any manner affect, limit, or supersede the planning and zoning powers of County.

8. CONTRACT RUNS WITH LAND; EFFECT OF DIVISION OF LAND:

(a) All provisions of this Contract shall run with the land described herein.

(b) This Contract shall be binding upon, and inure to the benefit of, all successors in interest of Owner.

(c) Whenever land under this Contract is divided, Owner of any parcel of such divided land may exercise, independent of any other Owner of any other portion of such divided land, any of the rights of Owner in the original Contract, including the right to give notice of nonrenewal and to petition for cancellation. The effect of any such action by the owner of a parcel created by such division of land under this Contract shall not be imputed to Owners of the remaining parcels and shall have no effect on the Contract as it applies to the remaining parcels of the divided land.

9. **ANNEXATION TO CITY:**

In event of annexation by a city of any land under this Contract, such city shall succeed to all rights, duties, and powers of County under this Contract, except as otherwise provided in the Land Conservation Act.

10. **OWNER TO FURNISH INFORMATION:**

(a) Owner agrees to furnish County with such information as County shall require in order to enable it to determine the continuing eligibility of the land herein described with respect to the terms of the Act, the provisions of this Contract, and under the Uniform Rules relating to the preserve in which said land is situated, from time to time when requested by County.

(b) Owner agrees that a copy of this Contract may be recorded by County and agrees properly to acknowledge all signatures required of Owner herein for such purpose.

11. **WAIVER OF PAYMENTS:**

Owner hereby waives any obligation of County to make any payments to Owner under this Contract and Owner shall not receive any payment from 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 public benefit to be derived therefrom and the advantage which will accrue to Owner as a result of the effect on the method of determining the assessed value of land described herein and any reduction therein due to the imposition of the limitations on its use contained in this Contract.

12. **CANCELLATION:**

This Contract may be cancelled only in accordance with the provisions of the Land Conservation Act (Government Code Sections 51280 – 51287).

13. **EFFECT OF REMOVAL OF LAND FROM AGRICULTURAL PRESERVE:**

It is agreed that removal of any land under this Contract from an agricultural preserve shall be equivalent to notice of nonrenewal by County, for the purposes of Section 426 of the Revenue and Taxation Code, as now in effect or as it may from time to time be amended, and applicable provisions of the Land Conservation Act.

14. **EFFECT OF EMINENT DOMAIN OR OTHER ACQUISITION OF LAND:**

(a) When any action in eminent domain for the condemnation of the fee title of the entire parcel of land herein described is filed, or when such land is acquired in lieu of eminent domain for a public improvement by a public agency or person, or whenever there is any such action or acquisition by the Federal Government or any person, instrumentality, or agency acting under authority or power of the Federal Government, this Contract shall be deemed null and void as to the land actually being condemned or so acquired as of the date the action is filed, and, upon the termination of such a proceeding, this Contract shall be null and void for all land actually taken or acquired.

(b) When such an action to condemn or acquire less than all the entire parcel of land herein described is commenced, this Contract shall be deemed null and void as to the land actually so condemned or acquired.

The land actually taken by the means aforementioned in this Article shall be removed from this Contract. Under no circumstances shall land be removed from this Contract that is not actually taken by the means aforementioned, except as otherwise provided in the Land Conservation Act, as now in effect or as it may from time to time be amended.

15. **INCORPORATION OF PROVISIONS OF ACT BY REFERENCE; SUBSEQUENT AMENDMENTS:**

(a) The provisions of the Land Conservation Act, including any amendments enacted on or before the date of this Contract, are incorporated herein and made a part of this Contract by reference, and all of the provisions of this Contract shall be subordinate thereto and construed harmoniously therewith.

(b) Any provision contained in any amendments to the Land Conservation Act enacted from time to time subsequent to the date of this Contract and which is procedural or remedial in effect shall also be deemed incorporated herein and made a part of this Contract by reference.

(c) Any provision contained in any amendments to the Land Conservation Act enacted from time to time subsequent to the date of this Contract which has the effect of altering a substantive right or obligation of the Contract shall not be deemed incorporated herein, unless with the mutual consent of the

parties hereto or unless otherwise provided in this Contract. Such substantive right or obligation shall include, but is not limited to, the following: increasing or decreasing the term of the Contract; eliminating or altering the right to or grounds for nonrenewal or cancellation of the Contract; or eliminating, adding, or modifying any land use restriction or compatible use of land.

(d) Any provision of any amendments to the Land Conservation Act enacted from time to time subsequent to the date of this Contract which is incorporated by reference herein as provided in this Article shall be substituted in place of any corresponding provision of this Contract, and all other provisions of this Contract shall be construed harmoniously therewith.

(e) In event any sections of the Land Conservation Act referred to herein are renumbered, any references to sections herein shall be deemed renumbered accordingly.

16. **AMENDMENT BY MUTUAL AGREEMENT:**

This Contract may be amended at any time and from time to time by mutual agreement in writing of the parties hereto endorsed hereon or attached hereto, subject to any express provisions to the contrary contained in this Contract or in the Land Conservation Act.

17. **NOTICES, MANNER OF GIVING:**

(a) Notices to be given to Owner pursuant to this Contract, or as may otherwise be required by law in connection with the administration of this Contract, may be sent by United States Postal Service first-class mail addressed to Owner at the address shown below Owner's signature herein below, and the Owner expressly waives any other method of giving notice to him.

(b) Notices to be given to County pursuant to this Contract may be sent by United States Postal Service first-class mail, addressed to the Board of Supervisors, County of Kern, Administrative Center, 1115 Truxtun Avenue, Bakersfield, California 93301.

(c) Such notices may also be given by one party to the other by personal service.

(d) By the means mentioned in this Article, a party may give to the other notice of new address, after which notices to be given to such party shall be sent by the means indicated in this Article to such party at such new address.

IN WITNESS WHEREOF, the parties hereto have executed the within Contract the day and year first above written.

ATTEST:

JULIE GRAGG
Chief Clerk of the Board of Supervisors

By _____
Deputy

COUNTY OF KERN

By _____
Chairman, Board of Supervisors

OWNER:
Primex Farms, LLC, a California Limited Liability Company

_____
Mojgan Amin
Manager

Address: 5777 West Century Boulevard, Suite 1485, Los Angeles, CA 90045

Attachments

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss,
COUNTY OF KERN)

On this 28 day of August, 2026 before me, Bryant Ernesto Fuentes, Notary Public, personally appeared Mojgan M. Amin, 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.

BRYANT ERNESTO FUENTES
Notary Public - California
Los Angeles County
Commission # 2429770
My Comm. Expires Dec 9, 2026

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 Public

Intentionally Left Blank for Clerk of the Board
Notary Form

EXHIBIT "A"

DESCRIPTION OF LAND SUBJECT TO CONTRACT AND IDENTIFICATION OF PRESERVE

The land herein described is situated in Agricultural Preserve No. 6, the location of which is shown by map adopted by the Board of Supervisors of Kern County by Resolution No. 2026-025 on the 27th day of January, 2026. The real property subject to the foregoing Contract is in the County of Kern, State of California, is approximately 121.73 acres, bears Assessor's Parcel Number(s): 071-110-01 and 071-110-05 and is **more particularly described as follows:**

See attached Exhibit A Legal Description

EXHIBIT "A"
LEGAL DESCRIPTIONS
LAND USE
CONTRACT 26-05

PARCEL 1

That portion of the Northwest quarter of Section 19, Township 27 South, Range 24 East, Mount Diablo Base and Meridian, according to the Official Plat thereof on file in the office of the Surveyor General, situated in the unincorporated area of the County of Kern, State of California, described as follows:

That portion of Lot 2 of Lot Line Adjustment No, 5-25 lying easterly of the centerline of Wildwood Road.

Containing: 84.50± Acres.

PARCEL 2

That portion of the Northwest quarter of Section 19, Township 27 South, Range 24 East, Mount Diablo Base and Meridian, according to the Official Plat thereof on file in the office of the Surveyor General, situated in the unincorporated area of the County of Kern, State of California described as follows:

Lot 3 of Lot Line Adjustment No. 5-25.

Containing: 37.23± Acres.

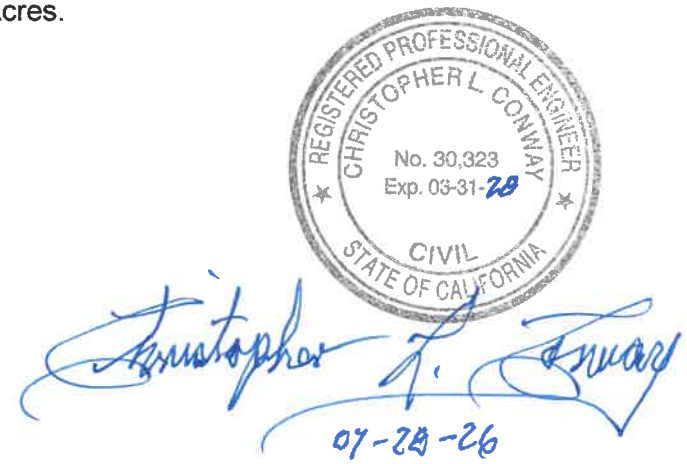


EXHIBIT "B"

Real property situated in the Unincorporated Area in County of Kern, State of California, and is described as follows:

PARCEL 1: APN 071-110-01

The North half of the Northwest quarter of Fractional Section 19, Township 27 South, Range 24 East, Mount Diablo Base and Meridian, according to the Official Plat thereof on file in the office of the Surveyor General, situated in the County of Kern, State of California.

PARCEL 2. APN 071-110-05

The North 40 acres of the South half of the Northwest quarter of Fractional Section 19, Township 27 South, Range 24 East, Mount Diablo Base and Meridian, according to the Official Plat thereof on file in the office of the Surveyor General, situated in the County of Kern, State of California.

CONSENT BY SECURED PARTY TO EXECUTION OF LAND USE CONTRACT AND AGREEMENT TO SUBORDINATE

WHEREAS, Primex Farms, LLC, a California Limited Liability Company, the owner of the real property described below and in the Land Use Contract to which this form is appended, seek(s) to enter into said Contract with the County of Kern, pursuant to the provisions of the California Land Conservation Act of 1965; and

WHEREAS, the undersigned, herein called "secured party" is the present owner or beneficiary of a note secured by a deed of trust or mortgage or other encumbrance or lien (herein called "security interest") against all or part of the real property described in said Land Use Contract, as evidenced by an instrument dated the 23th day of August, 2012, and which was recorded as Instrument No. 000212127174, Official Records of Kern County, California, on the 7th day of September, 2012; and

WHEREAS, the secured party desires that said real property have the benefits of the provisions of said Act.

IT IS HEREBY AGREED by said secured party, in consideration of the premises and other valuable consideration, receipt of which is hereby acknowledged, that the secured party consents to the execution of said Land Use Contract and that the aforementioned security interest in said real property shall be subject and subordinate to said Land Use Contract and each and all of the provisions thereof.

This agreement shall bind the heirs, personal representatives, successors, and assigns of the secured party and shall inure to the benefit of the County of Kern and its successors in interest to said Land Use Contract.

Dated this 10 day of August, 20 26.

AgWest Farm Credit, FLCA
Successor in interest to Farm Credit West, FLCA

Signature

Jennifer Campoy, SVP
Printed Name and Title

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Kern }

On August 10, 2026 (Date) before me, Melinda G. Mello, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Jennifer Campoy (Name(s) of Signer(s)),

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.

MELINDA G. MELLO
Notary Public - California
Kern County
Commission # 2507198
My Comm. Expires Dec 18, 2028

Place Notary Seal and/or Stamp Above

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 Melinda G. Mello
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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EXHIBIT "A"
LEGAL DESCRIPTIONS
LAND USE
CONTRACT 26-05

PARCEL 1

That portion of the Northwest quarter of Section 19, Township 27 South, Range 24 East, Mount Diablo Base and Meridian, according to the Official Plat thereof on file in the office of the Surveyor General, situated in the unincorporated area of the County of Kern, State of California, described as follows:

That portion of Lot 2 of Lot Line Adjustment No, 5-25 lying easterly of the centerline of Wildwood Road.

Containing: 84.50± Acres.

PARCEL 2

That portion of the Northwest quarter of Section 19, Township 27 South, Range 24 East, Mount Diablo Base and Meridian, according to the Official Plat thereof on file in the office of the Surveyor General, situated in the unincorporated area of the County of Kern, State of California described as follows:

Lot 3 of Lot Line Adjustment No. 5-25.

Containing: 37.23± Acres.

REGISTERED PROFESSIONAL ENGINEER
CHRISTOPHER L. CONWAY
No. 30,323
Exp. 03-31-28
CIVIL
STATE OF CALIFORNIA

07-28-26

CONSENT BY SECURED PARTY TO EXECUTION OF LAND USE CONTRACT AND AGREEMENT TO SUBORDINATE

WHEREAS, Primex Farms, LLC, a California Limited Liability Company, the owner of the real property described below and in the Land Use Contract to which this form is appended, seek(s) to enter into said Contract with the County of Kern, pursuant to the provisions of the California Land Conservation Act of 1965; and

WHEREAS, the undersigned, herein called "secured party" is the present owner or beneficiary of a note secured by a deed of trust or mortgage or other encumbrance or lien (herein called "security interest") against all or part of the real property described in said Land Use Contract, as evidenced by an instrument dated the 30th day of October, 2007, and which was recorded as Instrument No. 0207228942, Official Records of Kern County, California, on the 14th day of November, 2007; and

WHEREAS, the secured party desires that said real property have the benefits of the provisions of said Act.

IT IS HEREBY AGREED by said secured party, in consideration of the premises and other valuable consideration, receipt of which is hereby acknowledged, that the secured party consents to the execution of said Land Use Contract and that the aforementioned security interest in said real property shall be subject and subordinate to said Land Use Contract and each and all of the provisions thereof.

This agreement shall bind the heirs, personal representatives, successors, and assigns of the secured party and shall inure to the benefit of the County of Kern and its successors in interest to said Land Use Contract.

Dated this 10 day of August, 20 26.

AgWest Farm Credit, PCA
Successor in interest to Farm Credit West, PCA

Signature

Jennifer Campoy, SVP
Printed Name and Title

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Kern

On August 10, 2026 (Date) before me, Melinda G. Mello, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Jennifer Campoy (Name(s) of Signer(s)),

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.

MELINDA G. MELLO
Notary Public - California
Kern County
Commission # 2507198
My Comm. Expires Dec 18, 2028

Place Notary Seal and/or Stamp Above

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 Melinda G. Mello
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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EXHIBIT "A"
LEGAL DESCRIPTIONS
LAND USE
CONTRACT 26-05

PARCEL 1

That portion of the Northwest quarter of Section 19, Township 27 South, Range 24 East, Mount Diablo Base and Meridian, according to the Official Plat thereof on file in the office of the Surveyor General, situated in the unincorporated area of the County of Kern, State of California, described as follows:

That portion of Lot 2 of Lot Line Adjustment No, 5-25 lying easterly of the centerline of Wildwood Road.

Containing: 84.50± Acres.

PARCEL 2

That portion of the Northwest quarter of Section 19, Township 27 South, Range 24 East, Mount Diablo Base and Meridian, according to the Official Plat thereof on file in the office of the Surveyor General, situated in the unincorporated area of the County of Kern, State of California described as follows:

Lot 3 of Lot Line Adjustment No. 5-25.

Containing: 37.23± Acres.



07-28-26