KERN COUNTY
Planning & Natural Resources

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November 17, 2026

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

Proposed Williamson Act Land Use Contract 25-06 with 5 Mile Ranch, LLC for 2027 Calendar Year
(Fiscal Impact: None) S.D.4

Pursuant to Resolution No. 78-210 (Adoption, Policies, and Procedures to Qualify for Land Use Contract and Establishing New Filing Date and Deadlines for Accepting Applications), this Department has received and processed an application for a Land Use Contract for the referenced property owner. This action is Categorically Exempt, pursuant to Section 15317 of the State CEQA Guidelines, and is described as follows:

Contract No. 25-06	
Supervisorial District:	#4
Applicant:	5 Mile Ranch, LLC
Land Use:	Irrigated Crops
Zoning:	A (Exclusive Agriculture)
Preserve No.:	10
Acreage:	330.25 acres

IT IS RECOMMENDED that your Board approve; authorize the Chairman to sign; direct the Clerk of the Board to record.

Sincerely,

CRAIG MURPHY, Director
Kern County Planning and Natural Resources Department

Enclosure

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

THIS SPACE FOR RECORDER'S USE ONLY

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. 25-06

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

THIS CONTRACT is entered into this day of _____, by and between the COUNTY OF KERN, a political subdivision of the State of California, hereinafter referred to as "County," and 5 Mile Ranch, LLC. Hereinafter referred to as "Owner."

WITNESSETH:

(a) **WHEREAS**, Owner is the owner of certain real property situated in the County of Kern, State of California, which 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

(b) **WHEREAS**, both Owner and County desire to limit the use of such land 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 (California Government Code Sections 51296 *et seq.*), sometimes referred to herein as "Land Conservation Act" or "Act", 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

(c) **WHEREAS**, Owner desires 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, 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 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. **TERM OF CONTRACT; AUTOMATIC EXTENSION; NOTICE OF INTENT NOT TO RENEW**

(a) This Contract shall be effective as of the 1st day of January next succeeding the date of this Contract (to wit, the date which is first mentioned herein) and shall remain in effect for an initial term of ten (10) years from and including such date and during renewals of this Contract.

(b) 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.

(c) 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 California Land Conservation Act (Government Code Sections 51280 *et seq.*).

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 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.

(c) After a public agency acquires all or any portion of the property described herein and later determines that the public improvement for which the land was acquired will not be located on the property and the property returns to private ownership, the property shall be re-contracted or encumbered by an enforceable deed restriction in accordance with the provisions of Section 51295 of the

Act.

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

5 Mile Ranch, LLC

_____
George A. Borba Jr.
Co-Trustee

Address: 14461 Taft Highway
Bakersfield CA 93311

ACKNOWLEDGMENT
(Owner(s))
All Purpose

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 27th day of October, 2026, before me, A. Forst, Notary Public, personally appeared George A. Borba, Jr., who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

A. Forst

A. FORST
Notary Public - California
Kern County
Commission # 2532096
My Comm. Expires Oct 7, 2029

FORM 508 (9/2025)

EXHIBIT "A"

DESCRIPTION OF LAND SUBJECT TO CONTRACT AND IDENTIFICATION OF PRESERVE

The land herein described is situated in Agricultural Preserve No. 10, the location of which is shown by map adopted by the Board of Supervisors of Kern County by Resolution No. 2026-029 on January 27, 2026. The real property subject to the foregoing Contract is in the County of Kern, State of California, is approximately 330.25 acres, bears Assessor's Parcel Number(s) 184-070-23 and 184-070-24 and is more particularly described as follows:

APN: 184-070-23
Parcel 1 of Parcel Map No. 6196, in the Unincorporated area, County of Kern, State of California, as per Map recorded November 12, 1981, in Book 27, Page 39 of Maps, in the Office of the County Recorder of said County.

APN: 184-070-24
Parcel 2 of Parcel Map No. 6196, in the Unincorporated area, County of Kern, State of California, as per Map recorded November 12, 1981, in Book 27, Page 39 of Maps, in the Office of the County Recorder of said County.