

FIRST AMENDMENT TO AGREEMENT NO. 18-536

THIS FIRST AMENDMENT TO AGREEMENT NO. 18-536 (hereinafter "Amendment") is made and entered into this 14th day of December, 2021 ("Effective Date"), by and between the County of Fresno, a political subdivision of the State of California ("LICENSOR") and Fresno County Disc Golf, a private non-profit corporation, whose address is 10201 N. Rowell Ave., Fresno, CA 93730 ("LICENSEE"). In this Amendment, LICENSOR and LICENSEE may be referred to individually as "Party" or collectively as "Parties".

WITNESSETH:

WHEREAS, LICENSOR and LICENSEE entered into Agreement No. 18-536, dated September 11, 2018 (hereinafter "License"), pursuant to which Parties mutually desired LICENSEE to construct and install an 18-hole disc golf course at LICENSOR's Kearney Park, located at 6725 W. Kearney Blvd., Fresno, CA 93706; and

WHEREAS, LICENSOR AND LICENSEE now desire to amend the License in order to construct and install a second 18-hole disc golf course at LICENSOR's Kearney Park, located at 6725 W. Kearney Blvd., Fresno, CA, 93706.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. That the existing License Section WITNESSETH Page One (1), Line Eleven (11), beginning with "an" and ending on Page One (1), Line Eleven (11) with the word "course" be deleted and the following inserted in its place:

"two (2) 18-hole disc golf courses"

2. That the existing License Section One (1), Page One (1), Line Twenty Six (26), beginning with the word "LICENSEE" and ending on Page Two (2), Line One (1) with the word "reference" be deleted and the following inserted in its place:

"LICENSEE, at its sole cost, shall construct the Project in two areas currently little used by the public at Kearney Park, as depicted on Revised Exhibit A, attached and incorporated by reference."

3. That the existing License Section Four (4), Page Three (3), Line Fifteen (15), beginning with the word "disc" and ending on Page Three (3), Line Fifteen (15) with the word "course" be deleted

1 and the following inserted in its place:

2 "disc golf courses"

3 4. That existing License, Exhibit A, located on page eleven (11) is deleted in its entirety and
4 replaced with Revised Exhibit A, attached hereto and incorporated by this reference. That all references
5 in the License to Exhibit A be changed to read "Revised Exhibit A."

6 5. THE LICENSOR and LICENSEE agree that this Amendment is sufficient to amend the
7 License and, that upon execution of this Amendment, the License and this Amendment together shall be
8 considered the License.

9 6. The License, as hereby amended, is ratified and continued. All provisions, terms,
10 covenants, conditions and promises contained in the License and not amended herein shall remain in
11 full force and effect.

12 7. This Amendment may be executed in any number of counterparts, each of which shall be
13 deemed an original, but all of which together shall constitute on and the same Amendment binding on
14 the Parties according to its terms and conditions.

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EXECUTED AND EFFECTIVE as of the date first above set forth.

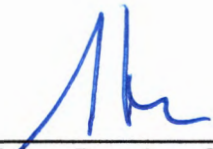
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LICENSEE

LICENSOR



(Authorized Signature)



Steve Brandau, Chairman of the
Board of Supervisors of the
County of Fresno

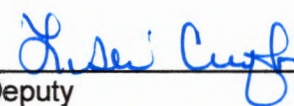
5680rey Castle President FCDG
Print Name and Title

Fresno County Disc Golf

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

10201 North Rowell
Mailing Address

Fresno CA 93730
City, State, and Zip Code

By 
Deputy