

LICENSE AGREEMENT

This License Agreement ("LICENSE") is made and entered into this 11th day of September, 2018 ("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 6670 W. Blackstone Ave., Fresno, CA 93710 ("LICENSEE"). In this LICENSE, LICENSOR and LICENSEE may be referred to individually as "Party" or collectively as "Parties."

WITNESSETH:

WHEREAS, LICENSOR and LICENSEE mutually desire 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 (the "Project"); and

WHEREAS, LICENSOR entered into a lease for Kearney Park, dated February 15, 1949 and amended on June 7, 1998; and

WHEREAS, the Project will be financed by private funds raised and provided by LICENSEE at no cost to LICENSOR; and

WHEREAS, LICENSEE shall contribute funds to a trust fund to be established pursuant to an escrow agreement, and COUNTY will use the funds in the trust fund to reasonably maintain all of the disc golf equipment and infrastructure under and during the term of this License; and

WHEREAS, LICENSOR recognizes the potential health and recreational benefits to be derived by the public from the completed Project and finds that the Project will benefit the residents of Fresno County.

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

1. OBLIGATIONS OF THE LICENSEE

A. LICENSEE, at its sole cost, shall construct the Project in an area currently little used by the public at Kearney Park, as depicted on Exhibit A, attached and incorporated by

1 reference. The equipment and infrastructure to be constructed and installed by LICENSEE shall be
2 as described in Exhibit B, attached and incorporated by reference.

3 B. LICENSEE shall construct and install the Project in accordance with the
4 installation timeline attached as Exhibit C and incorporated by reference.

5 C. To ensure that there are adequate and available funds to maintain the
6 Project for its useful life, LICENSEE and LICENSOR shall enter into an escrow agreement
7 ("Escrow Agreement") attached as Exhibit E and incorporated by reference, and Licensee shall
8 deposit exactly one thousand dollars (\$1,000) to a trust fund ("Trust Fund") established by
9 LICENSOR pursuant to that Escrow Agreement, all of which shall be completed within thirty (30)
10 days of the execution of this LICENSE. Thereafter, LICENSEE shall make additional annual
11 contributions of not less than two hundred dollars (\$200), no later than the anniversary of the
12 LICENSE's first deposit of funds into the Trust Fund. These funds shall be used by County for
13 the County's performance of its maintenance obligations under Section 2(C) during the term of this
14 LICENSE.

15 D. LICENSEE hereby acknowledges that the County's rights in Kearney Park
16 are that of a lessee under that certain lease between the County and the UC Regents, dated
17 February 15, 1949 and amended on June 7, 1998, and this LICENSE is subject to the terms of
18 that Lease.

19 2. OBLIGATIONS OF LICENSOR

20 A. During the construction of the Project, LICENSOR shall provide LICENSEE
21 and its agents, representatives and volunteers access to the designated Project area depicted on
22 Exhibit A during regular Kearney Park operating hours.

23 B. If LICENSOR employees damage the disc golf course equipment through
24 the exercise of their groundskeeping duties, LICENSOR will replace/repair the damaged
25 equipment at its sole expense.

26 C. During the term of this LICENSE, LICENSOR will, but only to the extent of,
27 and out of, the funds existing in the Trust Fund, provide for all reasonable maintenance and repair
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1 of the disc golf course equipment and infrastructure, which has been constructed and installed by
2 LICENSEE and accepted by LICENSOR under this LICENSE.

3 3. CONSTRUCTION/COMPLETION OF PROJECT

4 A. LICENSEE warrants that its construction of the Project shall not
5 unreasonably interfere with the public's use and enjoyment of the areas of Kearney Park outside of
6 the Project area or disrupt the LICENSOR's operations at Kearney Park.

7 B. As set forth in Section 14(A), LICENSEE shall be required to maintain
8 Commercial General Liability Insurance coverage until the LICENSOR accepts the Project
9 pursuant to Section 3(C) below.

10 C. The Parties intend and agree that upon completion of the Project, the
11 Project shall become the property of the LICENSOR, which gift of property shall be subject to
12 formal acceptance by LICENSOR via a Resolution adopted by the Fresno County Board of
13 Supervisors.

14 4. USE OF DISC GOLF COURSE

15 A. LICENSEE acknowledges that the users of the disc golf course remain
16 subject to any and all County of Fresno rules and regulations for use of Kearney Park, as well as
17 Kearney Park vehicle entrance fees.

18 B. LICENSEE agrees/acknowledges that its use and its member's use is non-
19 exclusive and may not create any interference with nearby park users.

20 C. LICENSEE and its members shall always conduct their disc golf activities in
21 a safe and orderly manner.

22 D. LICENSEE agrees that LICENSOR may prohibit any disc golf use during
23 special events at the park.

24 E. Notwithstanding anything to the contrary in this LICENSE, if the Board of
25 Supervisors at any time declares the Project is no longer being used by the public, including
26 LICENSEE, or conflicts with another use or planned use of Kearney Park by LICENSOR, the
27 Board of Supervisors may direct the immediate removal of the Project. If any funds remain in the
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1 Trust Fund upon such removal, such funds shall be refunded to LICENSEE, provided however, if
2 LICENSEE is no longer in existence at that time, the funds shall revert to the LICENSOR. This
3 Section 4(E) shall survive the termination of the LICENSE.

4 5. TERM

5 The term of this LICENSE shall be for a period of three (3) years, commencing
6 on the execution of this LICENSE through and including the last day of the three-year period. This
7 LICENSE will automatically renew for two (2) additional consecutive twelve (12) month periods
8 unless otherwise terminated by either party as provided in Section 6 below. The total five (5) year
9 term, including the initial term of three years and the two renewal years shall be referred to as
10 "Term" in this LICENSE. As to LICENSOR, the County Administrative Officer or Director of Public
11 Works and Planning, or a designee of one of them, is authorized to provide notice of non-renewal
12 or termination of this LICENSE.

13 6. TERMINATION

14 A. Breach of Contract The LICENSOR may immediately suspend or
15 terminate this LICENSE in whole or in part, where in the determination of the LICENSOR there is:

- 16 1) An illegal or improper use of funds;
17 2) A failure to comply with any term of this LICENSE;
18 3) Improperly performed service.

19 B. Without Cause Under circumstances other than those set forth above, this
20 LICENSE may be terminated by either Party upon giving of thirty (30) days advance written notice
21 of an intention to terminate.

22 C. Subject to Lease - This LICENSE is subject to the Lease between the
23 County of Fresno and the UC Regents, dated February 15, 1949 and amended on June 7, 1998.
24 Upon termination of that Lease, this LICENSE may also be terminated, without penalty.

25 D. Termination Prior to Completion of Project - In the event this LICENSE is
26 terminated at any time prior to completion of the Project, LICENSEE, upon LICENSOR's written
27 request, shall expeditiously restore the Project area to its condition existing immediately prior to
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1 commencement of construction, at LICENSEE'S sole cost.

2 E. Disposition of Equipment – Upon termination of LICENSE, all target
3 baskets shall be returned to LICENSEE. LICENSEE shall be responsible for retrieval of said
4 equipment.

5 7. COMPLIANCE WITH LAWS

6 LICENSEE shall, in constructing and maintaining the Project, comply with all applicable
7 local (including but not limited to the County ordinance code), state and federal laws, rules and
8 regulations.

9 8. CONSIDERATION

10 With the exception of the future maintenance funds held in the Trust Fund, no monetary
11 consideration shall be paid by either Party to the other under this LICENSE. The mutual covenants
12 and promises made herein by the Parties is deemed to be sufficient consideration for this
13 LICENSE.

14 9. INDEPENDENT LICENSEE

15 In performance of the work, duties and obligations assumed by LICENSEE under this
16 LICENSE, it is mutually understood and agreed that LICENSEE, including any and all of the
17 LICENSEE'S officers, agents, and employees will at all times be acting and performing as an
18 independent contractor, and shall act in an independent capacity and not as an officer, agent,
19 servant, employee, joint venturer, partner, or associate of the LICENSOR. Furthermore,
20 LICENSOR shall have no right to control, supervise or direct the manner or method by which
21 LICENSEE shall perform its work and function. However, LICENSOR shall retain the right to
22 administer this LICENSE so as to verify that LICENSEE is performing its obligations in accordance
23 with the terms and conditions thereof.

24 LICENSEE and LICENSOR shall comply with all applicable provisions of law
25 and the rules and regulations, if any, of governmental authorities having jurisdiction over matters
26 the subject thereof.

27 Because of its status as an independent contractor, LICENSEE shall have
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1 absolutely no right to employment rights and benefits available to LICENSOR employees.
2 LICENSEE shall be solely liable and responsible for providing to, or on behalf of, its employees all
3 legallyrequired employee benefits. In addition, LICENSEE shall be solely responsible and save
4 LICENSOR harmless from all matters relating to payment of LICENSEE'S employees, including
5 compliance with Social Security withholding and all other regulations governing such matters. It is
6 acknowledged that during the term of this LICENSE, LICENSEE may be providing services to
7 others unrelated to the LICENSOR or to this LICENSE.

8 10. MODIFICATION

9 Any matters of this LICENSE may be modified from time to time only by the written consent
10 of all the Parties without, in any way, affecting the remainder.

11 11. NONASSIGNMENT

12 Neither Party shall assign, transfer or subcontract this LICENSE nor their rights or duties
13 under this LICENSE without the prior written consent of the other Party.

14 12. HOLD HARMLESS

15 LICENSEE agrees to indemnify, save, hold harmless, and at LICENSOR'S request, defend
16 the LICENSOR, its officers, agents, and employees from any and all costs and expenses (including
17 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to
18 LICENSOR in connection with the performance, or failure to perform, by LICENSEE, its officers,
19 agents, or employees under this LICENSE, and from any and all costs and expenses (including
20 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any
21 person, firm, or corporation who may be injured or damaged by the performance, or failure to
22 perform, of LICENSEE, its officers, agents, or employees under this LICENSE.

23 The provisions of this Section 12 shall survive the termination of this LICENSE.

24 13. TAXES

25 LICENSOR retains full possession of the Premises and LICENSEE will not acquire any
26 possessory interest, whether temporary, permanent, or otherwise by reason of this LICENSE, or
27 by the exercise of the permission given herein. LICENSEE will make no claim to any such
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1 interest and LICENSEE will not claim that it has or ever had an irrevocable license in the
2 Premises. Furthermore, the improvements made by LICENSEE shall not create any possessory
3 interest. Provided however, in the event it is ever determined that LICENSEE has a possessory
4 interest as a result of this LICENSE, LICENSEE agrees to pay any possessory interest tax
5 which may be levied. In this respect, LICENSEE understands that LICENSEE's activities are
6 on property owned by a tax exempt public agency, that LICENSEE may be subject to property
7 taxation and that LICENSEE (the person in whom any potential possessory interest may vest)
8 may be subject to the payment of property taxes levied on any such interest.

9 14. INSURANCE

10 Without limiting the LICENSOR's right to obtain indemnification from LICENSEE or any
11 third parties, LICENSEE, at its sole expense, shall maintain in full force and effect, the following
12 insurance policies or a program of self-insurance until completion of the Project and the Project is
13 accepted by the Board of Supervisors, subject to Section 3(C).

14 A. Commercial General Liability

15 During the Term of this LICENSE, LICENSEE shall maintain Commercial General Liability
16 Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an
17 annual aggregate of Four Million Dollars (\$4,000,000). This policy shall be issued on a per
18 occurrence basis. LICENSOR may require specific coverages including completed operations,
19 products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any
20 other liability insurance deemed necessary because of the nature of this contract.

21 B. Automobile Liability

22 Within Thirty (30) days from the date LICENSEE signs and executes this LICENSE,
23 LICENSEE shall provide certificates of insurance and endorsement as stated above for all of the
24 foregoing policies, as required herein, to the County of Fresno, Resources Division, 2220 Tulare
25 Street, STE 600, Fresno, CA 93721, stating that such insurance coverage have been obtained
26 and are in full force; that the County of Fresno, its officers, agents and employees will not be
27 responsible for any premiums on the policies; that such Commercial General Liability insurance
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1 names the County of Fresno, its officers, agents and employees, individually and collectively, as
2 additional insured, but only insofar as the operations under this LICENSE are concerned; that
3 such coverage for additional insured shall apply as primary insurance and any other insurance, or
4 selfinsurance, maintained by LICENSOR, its officers, agents and employees, shall be excess only
5 and not contributing with insurance provided under LICENSEE's policies herein; and that this
6 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,
7 written notice given to LICENSOR.

8 In the event LICENSEE fails to keep in effect at all times insurance coverage as herein
9 provided, the LICENSOR may, in addition to other remedies it may have, suspend or terminate
10 this LICENSE upon the occurrence of such event.

11 All policies shall be issued by admitted insurers licensed to do business in the State of
12 California, and such insurance shall be purchased from companies possessing a current A.M.
13 Best, Inc. rating of A FSC VII or better.

14 15. NOTICES

15 The persons and their addresses having authority to give and receive notices under this
16 LICENSE include the following:

LICENSOR

17 Resources Manager
18 2220 Tulare Street, STE 600
19 c/o County Parks
Fresno, CA 93721

LICENSEE

Fresno County Disc Golf
D.J. Ellis, President
6670 N. Blackstone Ave.
Fresno, CA 93710

20 All notices between the LICENSOR and LICENSEE provided for or permitted under this
21 LICENSE must be in writing and delivered either by personal service, by first-class United States
22 mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice
23 delivered by personal service is effective upon service to the recipient. A notice delivered by first-
24 class United States mail is effective three COUNTY business days after deposit in the United
25 States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight
26 commercial courier service is effective one COUNTY business day after deposit with the overnight
27 commercial courier service, delivery fees prepaid, with delivery instructions given for next day
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1 delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when
2 transmission to the recipient is completed (but, if such transmission is completed outside of
3 COUNTY business hours, then such delivery shall be deemed to be effective at the next
4 beginning of a COUNTY business day), provided that the sender maintains a machine record of
5 the completed transmission. For all claims arising out of or related to this LICENSE, nothing in
6 this section establishes, waives, or modifies any claims presentation requirements or procedures
7 provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of
8 the Government Code, beginning with section 810).

9 16. GOVERNING LAW

10 Venue for any action arising out of or related to this LICENSE shall only be in Fresno
11 County, California.

12 The rights and obligations of the parties and all interpretation and performance of this
13 LICENSE shall be governed in all respects by the laws of the State of California.

14 17. DISCLOSURE OF SELF-DEALING TRANSACTIONS

15 This provision is only applicable if the LICENSEE is operating as a corporation (a for-
16 profit or non-profit corporation) or if during the term of the LICENSE, LICENSEE changes its
17 status to operate as a corporation.

18 Members of LICENSEE's Board of Directors shall disclose any self-dealing transactions
19 that they are a party to while LICENSEE is providing goods or performing services under this
20 LICENSE. A self-dealing transaction shall mean a transaction to which the LICENSEE is a
21 party and in which one or more of its directors has a material financial interest. Members of the
22 Board of Directors shall disclose any self-dealing transactions that they are a party to by
23 completing and signing a Self-Dealing Transaction Disclosure Form, attached as Exhibit D and
24 incorporated by reference, and submitting it to the LICENSOR prior to commencing with the
25 self-dealing transaction or immediately thereafter.

26 18. ENTIRE AGREEMENT

27 This LICENSE constitutes the entire agreement between the LICENSEE and LICENSOR
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1 with respect to the subject matter hereof and supersedes all previous Agreement negotiations,
2 proposals, commitments, writings, advertisements, publications, and understanding of any nature
3 whatsoever unless expressly included in this LICENSE.

4 ///

5 ///

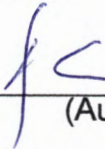
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9 IN WITNESS WHEREOF, the parties hereto have executed this LICENSE as of the day
10 and year first hereinabove written.

LICENSEE

11 

(Authorized Signature)

14 D.J. ELLIS, PRESIDENT

Print Name & Title

15 6670 N. BLACKSTONE AVE.

16 FRESNO, CA 93710

17 Mailing Address

**LICENSOR
COUNTY OF FRESNO**



Sal Quintero, Chairperson of the
Board of Supervisors of the County
of Fresno

ATTEST:

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

By:

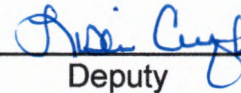

Deputy

Exhibit "A"



KEARNEY PARK

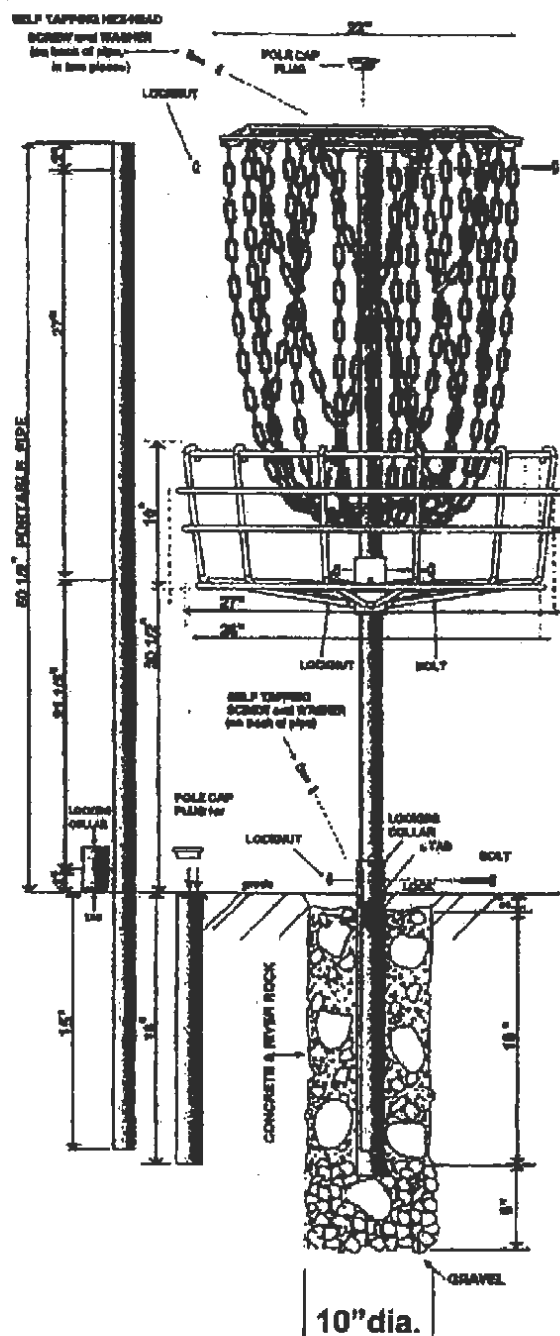
DISC GOLF COURSE



Exhibit "B"

DGA Mach X™ Permanent Disc Golf Basket Specification Sheet

The Mach X Disc Golf Basket is the ultimate professional level target and sets the standard for top tier disc golf tournaments.



POLE (66 in.) - 1 1/2 in. I.D., 1 5/16 in. O.D. hot-dipped galvanized pipe, drilled.

POLES - The holes closest to one end of the pole are for the Chain Assembly. This end should also have a red Pole Cap Plug. The middle set of holes are for the Basket Assembly. The bottom set of holes are for the Locking Collar (Deluxe Disc Pole Hole model only).

CHAIN ASSEMBLY - Welded and hot-dipped galvanized. 16 outer sliding links and strands chains, 8 midway reflex chains, 16 X-pattern inner chains. All 40 chains assembled with heavy duty stainless steel "S" hooks to allow freer movement of chains. 6" Sleeve - Bolt, hex head nut and nylon insert locknut, hex head tec screw, internal tooth star lock washer.

CHAIN ASSEMBLY INSTRUCTIONS - Slide Chain Assembly, (ring first), down pole. Align holes in collar with holes at top of pole. Fasten with bolt, hex head nut and nylon insert locknut, hex head tec screw, internal tooth star lock washer.

TRAPPER BASKET 2 ASSEMBLY - 3/8 inch steel rod, welded and hot-dipped galvanized. 6" Sleeve - bolt, hex head nut and nylon insert locknut, hex head tec screw, internal tooth star lock washer.

TRAPPER BASKET 2 ASSEMBLY INSTRUCTIONS - Slide Basket Assembly down pole, (basket facing up), until holes in collar align with holes in middle of pole. Fasten with bolt, hex head nut and nylon insert locknut, hex head tec screw, internal tooth star lock washer.

LOCKING COLLAR - Welded and hot-dipped galvanized. 4" Collar - 2 1/8" Tubing. Bolt, hex head nut and nylon insert locknut, hex head tec screw, internal tooth star lock washer.

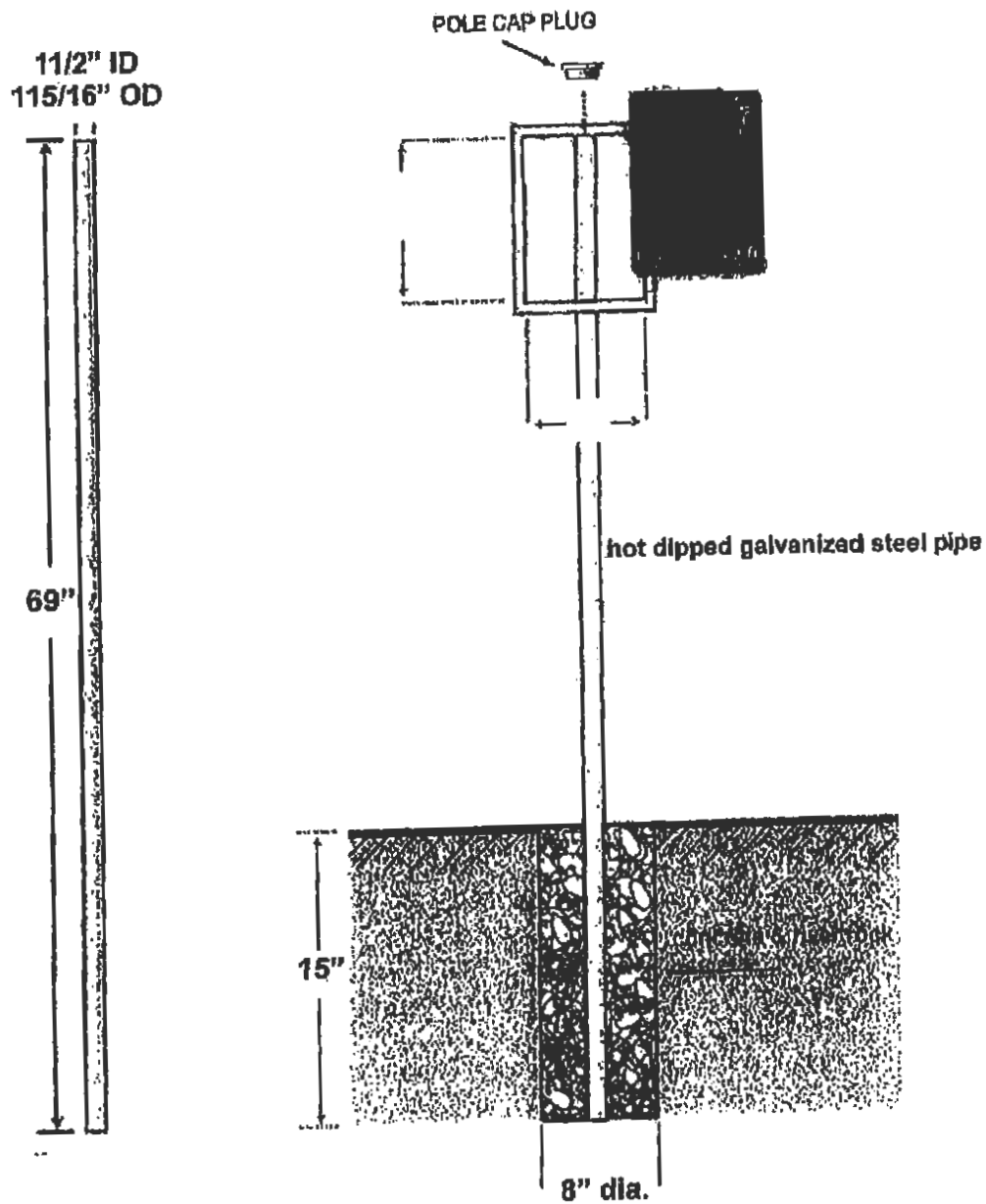
LOCKING COLLAR ASSEMBLY INSTRUCTIONS - Slide the locking collar, with the locking tab at the bottom of collar, up pole to bottom set of holes. Align holes in locking collar with holes in pole and fasten with bolt, hex head nut and nylon insert locknut, hex head tec screw, internal tooth star lock washer. After the locking collar is fastened, the pole can be placed in anchor to complete installation.

*Note: The LOCKING TAB should always be pointing at the tee.

ANCHOR - 18 in. x 2 1/8 in. O.D. pipe, drilled. Install flush to ground with matching Locking Tab aiming at the tee.

CONCRETE & RIVER ROCK (Used to stabilize Anchor until cement sets) - Approximately 1 cubic foot (concrete, river rock and lock not furnished)

Exhibit "B"



POLE – 69" x 11/2" ID / 115/16" OD hot dipped galvanized.

CONCRETE – Approx. 1 cubic foot.

River Rock – Used to stabilize pole until concrete setsp.

Exhibit "B"



*Proposed Basket Number
Plate Design*

Exhibit "B"

Kearney Park
Disc Golf Course

Hole **18**

Par 3

- **A- 340**
- **B- 367**
- **C- 325**



Flight Center
www.kearneyflightcenter.com

LEGEND OF KEARNEY PARK
THE PARKS BOARD HAS A COMMITMENT TO
ACCOMMODATE THE NEEDS OF ALL VISITORS. THE BOARD
WILL WORK TO ENSURE THAT THE PARKS ARE
MAINTAINED IN A MANNER THAT WILL ENSURE
THE QUALITY OF THE PARKS AND
THE QUALITY OF THE VISITOR
EXPERIENCE. THE BOARD WILL
WORK TO ENSURE THAT THE PARKS
ARE MAINTAINED IN A MANNER
THAT WILL ENSURE THE
QUALITY OF THE VISITOR
EXPERIENCE.

GLENCASS

Proposed Tee Sign Design

Exhibit "C"

Kearney Park Disc Golf Course Installation Timeline

The timeline for the installation of the disc golf course at Kearney Park starts upon formal approval of the course by the Fresno County Board of Supervisors.

Stage 1: After final approval: Order 19 baskets (18 holes and 1 for practice).

Stage 2: Install collars for baskets at primary pin locations on 2 subsequent weekends. 10 baskets on the first weekend, 9 on the second

Stage 3: Play the course over a 4-6 week period from temporary pads. This will allow us to make sure the best location is achieved for each tee pad.

Stage 4: Install permanent tee pads. 18 tee pads will be installed over a two-month period.

Stage 5: Install the remaining 36 collars for the alternate basket positions over the course of 4 weekends.

Stage 6: Install tee signs and course sign over the course of 2 weekends.

The total time is 5 ½ to 6 months and is designed to accommodate volunteers who will be involved in the installation process as well as creating a low impact on the park and ample time to fine tune the final course design.

Project costs to be paid for by Fresno County Disc Golf through its fundraising efforts.

EXHIBIT "D"

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

EXHIBIT "D"

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	

EXHIBIT E

ESCROW AGREEMENT (United Security Bank)

THIS ESCROW AGREEMENT, dated this 11th day of Sept., 2018 ("Escrow Agreement"), is entered into by and among Fresno County Disc Golf, a private non-profit corporation ("Applicant"), the County of Fresno, a political subdivision of the State of California ("County"), and United Security Bank, a California banking corporation, whose headquarters are in Fresno California ("United Security Bank"), as the escrow agent hereunder ("Escrow Agent"). The County and Applicant together are the "Parties," and individually, the Applicant or the County each is a "Party."

RECITALS

The Parties represent that they entered into a License Agreement, effective September 11, 2018, to establish and maintain a disc golf course ("Project") at Kearney Park ("License Agreement"). This License Agreement requires that Applicant annually contribute funds towards the future maintenance of this Project; and

The Applicant now desires to secure his faithful performance of his obligations under the License Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the promises and agreements of the Parties and the Escrow Agent, set forth herein, the Parties and the Escrow Agent agree as follows:

ARTICLE 1 APPOINTMENT OF ESCROW AGENT

Section 1.1. Appointment. The Parties hereby appoint the Escrow Agent as their escrow agent under this Escrow Agreement, and the Escrow Agent hereby accepts such appointment.

ARTICLE 2 ESCROW FUNDS

Section 2.1. Delivery of Escrow Funds to Escrow Agent; Deposit of Escrow Funds. Upon the Parties' and the Escrow Agent's execution of this Escrow Agreement, the Applicant shall irrevocably deliver to the Escrow Agent the amount of One Thousand Dollars (\$1,000.00) ("Escrow Funds") in immediately available United States currency for the exclusive purposes of this Escrow Agreement. Within two (2) business days following Escrow Agent's receipt of such Escrow Funds, the Escrow Agent shall provide notice to the County acknowledging the Escrow Agent's receipt and deposit of the amount of such Escrow Funds in the savings deposit account referenced in Section 2.2(a), herein.

All references herein to "Escrow Funds" shall mean and include the then-current amount of the Escrow Funds, or any portion thereof, including any increases of the Escrow Funds as a result of any interest income earned on the Escrow Funds, all as held on deposit by the Escrow Agent for the sole benefit of the County hereunder, less any County drawings of the Escrow Funds under this Escrow Agreement.

The Applicant, including his successors or assigns or anyone claiming through the Applicant, shall not have any rights whatsoever to use or access, either directly or indirectly, or

withdraw any funds from or borrow against the Escrow Funds, or to make any other demand of the Escrow Agent with respect to the Escrow Funds. The Applicant promises, covenants, and warrants to the County and the Escrow Agent that the Escrow Funds are not and shall not at any time be subject to any attachments, seizures, garnishments, pledges, liens, encumbrances, levies, security interests, claims of any creditors, or writs, or court orders, judgments or decrees, all of which shall be of every nature whatsoever; and if any such conditions occur, the Applicant shall immediately remove, cure, or satisfy such conditions with funds or resources other than the Escrow Funds and promptly give the County and the Escrow Agent notice of thereof.

Section 2.2. Savings Account.

(a) The Escrow Agent shall receive, and upon receipt immediately deposit, and hold the Escrow Funds only in a savings deposit account of the Escrow Agent for the exclusive purposes of this Escrow Agreement. The Escrow Agent shall cause the Escrow Funds, while on deposit with the Escrow Agent under this Escrow Agreement, to be interest-bearing, at a rate available to members of the public, and fully insured by the Federal Deposit Insurance Corporation (FDIC) up to the lesser of (i) the amount of the Escrow Funds while on deposit with the Escrow Agent under this Escrow Agreement; or (ii) the then-current maximum FDIC insurance coverage available for an FDIC-insured deposit account. The Escrow Funds shall be maintained by the Escrow Agent as a separate deposit account with its own ownership classification as being for the sole benefit of the County, which deposit account shall be distinct from any and all other accounts or funds of the Applicant that might be maintained or held by United Security Bank or its parent or affiliates, to ensure that the FDIC insurance coverage available for an FDIC-insured deposit account shall apply completely to the Escrow Funds.

(b) Notwithstanding Section 2.2(a), herein, the County shall not have any liability, either directly or indirectly, in respect of any loss of any principal of, or any earnings on, the Escrow Funds.

Section 2.3. Drawings by the County.

(a) Upon the County's presentation of its written instructions for drawing upon the Escrow Funds to the Escrow Agent in the form of the sight draft attached as Exhibit A-1 hereto, which is incorporated herein by this reference, with the signature and payment instructions in brackets in such sight draft completed by any one of the County's representatives identified therein, the Escrow Agent shall, solely by examining the face of such sight draft for its compliance with Exhibit A-1 hereto and the Certificate as to Authorized Signatures – County of Fresno, attached in the form of Exhibit A-2 hereto, which is incorporated herein by this reference, as completed and delivered to the Escrow Agent pursuant to Section 3.3, herein, pay the County according to the terms of such County sight draft in immediately available United States currency up to the then-current amount of the Escrow Funds within three (3) business days of such presentation to the Escrow Agent. The County's place of presentation of its written instructions for drawing upon the Escrow Funds to the Escrow Agent shall be at Escrow Agent's bank at 855 M Street, Fresno, California (provided however if such bank location is not available to the County, then such place of presentation may be at any of Escrow Agent's bank branches), and shall be honored for payment hereunder by the Escrow Agent during any Escrow Agent business day and during Escrow Agent's business hours. Partial and multiple drawings, or a single drawing, by the County upon the Escrow Funds, up to the then-current amount of the Escrow Funds, are permitted under this Escrow Agreement.

In the event a County representative's title has changed, or a County representative has been replaced by another County representative, the County may give notice thereof to

the Escrow Agent, and deliver an updated Exhibit A-1 hereto to the Escrow Agent in such updated form, and upon delivery of the updated Exhibit A-1 hereto by the County to the Escrow Agent, such updated Exhibit A-1 hereto shall replace the then-current Exhibit A-1 hereto, shall be used for the purposes of Exhibit A-1 hereto, and shall be incorporated herein by this reference.

(b) The Applicant promises, covenants, and warrants to the County and the Escrow Agent that if the County attempts to draw upon, or draws upon, the Escrow Funds, the Applicant (including the Applicant's successors or assigns, or anyone claiming through the Applicant, or any other persons, firms, or entities acting at the direction, or under the authority, of the Applicant) shall not in any way whatsoever defeat, interfere with, obstruct, or cause delay to said right of the County to do so, including, but not limited to, demanding the Escrow Agent not to honor or pay the County on any draw upon the Escrow Funds, or taking any legal action against the County and/or the Escrow Agent to stay, enjoin, or prevent the County from drawing upon the Escrow Funds.

Section 2.4. Income Tax Allocation and Reporting.

(a) For tax reporting purposes, all interest earned on the Escrow Funds shall, as of the end of each calendar year and to the extent required by the Internal Revenue Service, be reported as having been earned solely by the Applicant, whether or not such income was disbursed during such calendar year.

(b) At the commencement of this Escrow Agreement, and from time to time as requested by the Escrow Agent, the Parties shall provide the Escrow Agent with their tax identification numbers by furnishing appropriate forms W-9 and such other forms and documents that the Escrow Agent may reasonably request to assist the Escrow Agent in fulfilling its obligations under this Escrow Agreement.

(c) To the extent that the Escrow Agent and/or the County becomes liable for the payment of any taxes in respect of income derived from the Escrow Funds, the Applicant shall indemnify, defend and hold the Escrow Agent and the County harmless, including their respective officers, agents, and employees, from and against any and all taxes, late payments, interest, penalty or other cost or expense (including attorneys' fees and expenses) that may be assessed against the Escrow Agent and/or the County, on or with respect to the Escrow Funds and the interest thereon unless such taxes, late payments, interest, penalty or other expense was directly caused by the gross negligence or willful misconduct of the Escrow Agent and/or the County. The provisions of this Section 2.4(c) are in addition to the provisions of Section 5.1, herein, and shall survive the resignation or removal of the Escrow Agent and/or the termination of this Escrow Agreement.

(d) The Escrow Agent shall, at least quarterly, provide to the County (with quarterly copies simultaneously provided to the Applicant), and in any event at no cost to the County, all hardcopy reports of all account activities, including without limitation interest income and disbursements, in respect of the Escrow Funds. The Escrow Agent shall also give the County continuous, password-protected (only for County) on-line remote access, via Internet, to all of such account activities; and the Escrow Agent may give the Applicant continuous on-line ability to remotely read, via Internet, all of such account activities, which review rights shall be password-protected (only for the Applicant) and strictly limited only to the ability to view all such account activities. The County shall have the right, at its own cost, to audit the Escrow Agent's accounts and books with respect to the Escrow Funds upon giving advance reasonable notice thereof to the Escrow Agent.

Section 2.5. Termination. If the County, in its determination, gives the Escrow Agent and the Applicant notice that (i) all of the Escrow Funds have, according to the terms and conditions of this Escrow Agreement, been paid to the County, or (ii) the Escrow Funds are no longer needed by the County, then, if there are any remaining Escrow Funds, the Escrow Agent shall, within ten (10) business days of such notice having been provided (and after making any deduction for the payment of any tax liability under Section 2.4(c), herein, to the extent of any remaining Escrow Funds), deliver to the Applicant the remaining Escrow Funds, if any, or provide notice to the Applicant that there are no remaining Escrow Funds due to deduction for the payment of any tax liability under Section 2.4(c), herein, and, then, this Escrow Agreement shall then terminate, except that the provisions of Sections 2.4(c), 4.1, and 5.1, herein, shall survive such termination. The County's Director of Public Works and Planning is authorized by the County to give the County's notice to the Escrow Agent described in this Section 2.5. In the event that there are, to County's knowledge, any remaining Escrow Funds at the time of such notice, the County's notice shall state that the County releases its interest under this Agreement in such remaining Escrow Funds.

ARTICLE 3 DUTIES OF THE ESCROW AGENT

Section 3.1. Scope of Responsibility. Notwithstanding any provision to the contrary, the Escrow Agent is obligated only to perform the duties of the Escrow Agent specifically set forth in this Escrow Agreement, which shall be deemed purely ministerial in nature.

Under no circumstances will the Escrow Agent be deemed to be a fiduciary to a Party or any other person under this Escrow Agreement. The Escrow Agent will not be responsible or liable for the failure of a Party to perform in accordance with this Escrow Agreement. Except for this Escrow Agreement, and the Escrow Agent's obligations under this Escrow Agreement with respect to any sight draft received under Section 2.3(a), herein, any tax reporting information received under Section 2.4, herein, and any notices received hereunder, (i) the Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document, whether or not an original or a copy of such other agreement, instrument or document has been provided to the Escrow Agent; (ii) the Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any such other agreement, instrument, or document; and (iii) references in this Escrow Agreement to any other agreement, instrument, or document are for the convenience of the Parties, and the Escrow Agent has no duties or obligations with respect thereto. This Escrow Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred or implied from the terms of this Escrow Agreement or any other agreement.

Section 3.2. Attorneys and Agents. The Escrow Agent shall be entitled to rely on and shall not be liable for any action taken or omitted to be taken in good faith by the Escrow Agent in accordance with the advice of counsel or other professionals retained or consulted by the Escrow Agent. The Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians, and/or nominees.

Section 3.3. County Authorized Signatures; Reliance. Upon its execution of this Escrow Agreement, the County shall cause the County's representatives identified therein to sign the Certificate as to Authorized Signatures – County of Fresno, in the form of Exhibit A-2 hereto, and upon completion and delivery thereof by the County to the Escrow Agent, such completed and delivered certificate shall be incorporated herein by this reference; provided however, if

County fails to cause any such County representative not to sign, or erroneously sign, such certificate, then only such County representative's erroneous signature or lack of signature shall thereby be affected, and in any event the certificate otherwise completed and delivered by the County to the Escrow Agent in the form of Exhibit A-2 hereto shall be deemed the County's completed certificate delivered to the Escrow Agent.

In the event a County representative's title has changed or a County representative erroneously signed Exhibit A-2, or a County representative has been replaced by another County representative, the County may give notice thereof to the Escrow Agent, and cause the County representative having a title change or erroneous signature, or the new County representative, as the case may be, to sign a supplemental certificate substantially in the form of Exhibit A-2 hereto, having such updated or corrected information, as the case may be, and then only such County representative's signature, as the case may be, shall thereby be affected, and upon completion and delivery of such supplemental certificate by the County to the Escrow Agent in such form, such completed and delivered supplemental certificate shall be incorporated herein by this reference as supplementing and being part of Exhibit A-2 hereto.

The Escrow Agent shall not be liable for acting or refraining from acting upon any notice, consent, instruction, direction, or other document believed by it to be genuine and to have been signed or sent by the proper person or persons, without further inquiry into the person's or persons' authority. The Escrow Agent shall not be liable for any action taken by it in accordance with a direction or instruction permitted herein, of a Party, or for any action taken or not taken by it upon the joint written consent of the Parties. Nothing in this Section 3.3 authorizes the Applicant to request, instruct, or direct the Escrow Agent to disburse the Escrow Funds to the Applicant, or to otherwise act contrary to this Escrow Agreement.

Section 3.4. Right Not Duty Undertaken. The permissive rights of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as duties.

Section 3.5. No Financial Obligation. This Escrow Agreement does not require the Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Escrow Agreement.

ARTICLE 4 PROVISIONS CONCERNING THE ESCROW AGENT

Section 4.1. Limitation of Liability. THE ESCROW AGENT SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (I) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE DIRECTLY RESULTED FROM THE ESCROW AGENT'S NEGLIGENCE OR WILLFUL MISCONDUCT, OR BREACH OF THIS ESCROW AGREEMENT, OR (II) INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

Section 4.2. Resignation or Removal. The Escrow Agent may resign by providing notice of its resignation to the Parties, and the Parties may remove the Escrow Agent by providing to the Escrow Agent a joint notice of its removal along with Applicant's payment of all fees and expenses to which the Escrow Agent is entitled through the date of termination. Such resignation or removal, as the case may be, shall be effective ninety (90) days after the delivery of such notice or upon the Parties' earlier joint appointment of a successor escrow agent, and

the Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrow Funds and to deliver the same to a successor escrow agent as shall be appointed by the Parties, as evidenced by a joint notice filed with the Escrow Agent or in accordance with a court order. Any successor escrow agent under this Escrow Agreement shall signify its acceptance of such appointment by executing and delivering to the Parties, and to its predecessor escrow agent, a written acceptance thereof, and thereupon such successor escrow agent shall be the successor escrow agent under this Escrow Agreement and shall succeed to all of the rights and responsibilities as its predecessor hereunder with like effect as if originally appointed escrow agent hereunder. Provided however, if a successor trustee has not been appointed within forty-five (45) days from such notice of resignation or removal, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and (i) any such resulting appointment of a successor escrow agent shall be binding upon the Parties, and (ii) the successor escrow agent so appointed by such court shall be the successor escrow agent under this Escrow Agreement and shall succeed to all of the rights and responsibilities as its predecessor hereunder with like effect as if originally appointed escrow agent hereunder.

Section 4.3. Compensation. The Applicant shall be solely responsible for compensating the Escrow Agent for the Escrow Agent's performance of all services, including the exercise of any rights or performance of any responsibilities, hereunder, which compensation shall be paid directly by the Applicant to the Escrow Agent, at such rate or in such amounts as agreed solely between them, and in any event shall not be payable from the Escrow Funds or by the County. If any amount due from the Applicant to the Escrow Agent for the Escrow Agent's performance of any services, including the exercise of any rights or performance of any responsibilities, hereunder, is not paid by the Applicant within thirty (30) days of the date due, the Escrow Agent in its sole discretion may charge interest on such amount to the Applicant up to the highest rate permitted by applicable law until paid, and in any event such amount shall not be payable from the Escrow Funds or by the County.

Section 4.4. Merger or Consolidation. Any financial institution into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its banking or trust business or assets as a whole or substantially as a whole, or any financial institution resulting therefrom to which the Escrow Agent is a party, shall be and become the successor escrow agent under this Escrow Agreement and shall succeed to all of the rights and responsibilities as its predecessor with like effect as if originally appointed escrow agent hereunder, but without the execution or filing of any instrument or paper or the performance of any further act. Within fifteen (15) days of such an event, Escrow Agent shall cause the successor escrow agent to provide notice to the Parties of such event.

Section 4.5. Attachment of Escrow Funds; Compliance. If any Escrow Funds are attached, seized, garnished, or levied upon, or the payment thereof to the County is stayed, enjoined, or prevented by an order of a court, the Escrow Agent is hereby (i) authorized, in its sole discretion, to respond as it deems appropriate or to comply therewith, and (ii) directed to give the County and the Applicant notice thereof. The provisions of this Section 4.5 do not authorize the Applicant to avoid his compliance with his obligations under Sections 2.1 and 2.3(b), herein.

Section 4.5. Outside Circumstances and Forces. The Escrow Agent shall not be responsible for any failure or delay in the performance of its obligations hereunder caused by circumstances or outside forces beyond its reasonable control, provided that the Escrow Agent shall use commercially reasonable efforts consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

**ARTICLE 5
GENERAL PROVISIONS**

Section 5.1 Indemnification. The Applicant shall indemnify, defend and hold harmless the Escrow Agent and the County, including their respective officers, agents, and employees from and against any and all loss, liability, cost, damage and expense, including, without limitation, attorneys' fees and expenses or other professional fees and expenses which the Escrow Agent and/or the County may suffer or incur by reason of any action, claim or proceeding brought against the Escrow Agent and/or the County, arising out of or relating in any way to this Escrow Agreement or any transaction to which this Escrow Agreement relates, unless such loss, liability, cost, damage or expense shall have been finally adjudicated to have been directly caused by the willful misconduct or gross negligence of the Escrow Agent or the County, as applicable. The provisions of this Section 5.1 shall survive the resignation or removal of the Escrow Agent and/or the termination of this Escrow Agreement.

Section 5.2. Successors and Assigns. This Escrow Agreement shall be binding on and inure to the benefit of the Parties and the Escrow Agent, and their respective permitted successors and assigns. No other persons or entity shall have any rights under this Escrow Agreement. This Escrow Agreement may be assigned or transferred, but only in its entirety, by a Party or the Escrow Agent providing notice thereof to the other Party(ies) and (if notice is by a Party, then to) the Escrow Agent, which notice shall require the written consent of the other Party(ies) and (if notice is by a Party, then) the Escrow Agent (such consent not to be unreasonably withheld). The provisions of this Section 5.2 are in addition to the provisions of Section 4.2, herein.

Section 5.3. Notices. All notices under this Escrow Agreement shall be in writing, and shall be deemed to have been duly given if provided as follows: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered United States mail, return receipt requested, in which case notice shall be deemed delivered upon receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service addressed in the appropriate manner for the method of service. If notice is given to a Party or the Escrow Agent, it shall be given at the address for such Party or the Escrow Agent, as set forth below. Each Party and the Escrow Agent shall notify the other Party and the Escrow Agent of any name or address changes.

If to the Applicant:

Fresno County Disc Golf
D.J. Ellis, President
N.K. 6670 W. Blackstone Avenue
Fresno, California 93710

If to the County of Fresno:

County of Fresno
Attention: _____
2220 Tulare Avenue, Sixth Floor
Fresno, CA 93721

Copies of notices to the County shall also be given to:

Office of the Fresno County Counsel
Attention: Deputy County Counsel Assigned to Land Use Matters
2220 Tulare Street, Suite 500
Fresno, California 93721

If to the Escrow Agent:

United Security Bank
Attention: Paul Thaxter, Vice-President
2151 W. Shaw Ave
Fresno, CA 93711

Copies of notices to the Escrow Agent shall also be given to:

Troy T. Ewell, Esq.
Wanger Jones Helsley PC
2220 265 E. River Park Circle, Suite 310
Fresno, California 93720

Section 5.4. Governing Law; venue. This Agreement shall be governed by California law. The Parties and the Escrow Agent agree to submit to the venue of the Superior Court of the State of California in and for the County of Fresno for any legal action.

Section 5.5. Entire Agreement; execution; amendment. Each of the Parties, and the Escrow Agent, represent to the others that the person executing this Escrow Agreement on its behalf is authorized to do so by such Party or the Escrow Agent, as applicable. This Escrow Agreement sets forth the entire agreement and understanding of the Parties and the Escrow Agent related to subject matter hereof. If any provision of this Escrow Agreement is determined to be invalid in a final judgment by a court of competent jurisdiction, each and every other provision hereof shall remain in full force and effect. This Escrow Agreement may be amended or canceled only by a written instrument executed by the Parties and the Escrow Agent.

Section 5.6. Waivers. The failure of a Party or the Escrow Agent at any time or times to require performance of any provision under this Escrow Agreement shall in no manner affect the right of such Party or the Escrow Agent at a later time to enforce the same performance. A waiver by a Party or the Escrow Agent of any condition or breach of any term, covenant, promise, representation, or warranty in this Escrow Agreement, in any one or more instances, shall neither be construed as a further or continuing waiver of any such condition or breach nor a waiver of any other condition or breach of any other term, covenant, promise, representation, or warranty in this Escrow Agreement.

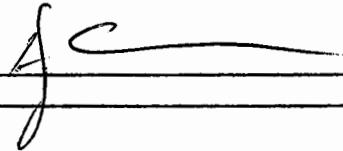
Section 5.7. No Modifications. Section headings herein are only for convenience and shall in no way modify any of the terms or conditions of this Escrow Agreement. This Escrow Agreement shall in no way modify any of the terms or conditions of the Indemnification and Defense Agreement.

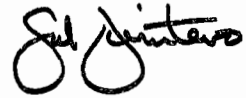
Section 5.8. Counterparts. This Escrow Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed as of the date first written above.

APPLICANT:
FRESNO COUNTY DISC GOLF

COUNTY OF FRESNO

By 

By 
Sal Quintero, Chairman of the
Board of Supervisors of the
County of Fresno

Print Name: D.J. ELLIS, PRES.

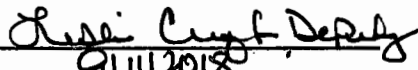
Date: 7/26/2018

Date: 9/11/2018

ESCROW AGENT:
United Security Bank, a California
Banking Corporation

BERNICE E. SEIDEL,
Clerk to the Board of Supervisors
County of Fresno, State of California

By _____
Paul Thaxter
Vice-President

By 
Date: 9/11/2018

Date: _____

EXHIBIT A-1

[Form of Sight Draft]

UNITED SECURITY BANK

SIGHT DRAFT

DRAFT NO. [] DATE: [], 20 []

At sight pay to the order of the County of Fresno, a political subdivision of the State of California, the sum of [insert in words the dollar amount that the County is drawing] us\$ [insert in numbers the dollar amount that the county is drawing].

DRAWN UNDER UNITED SECURITY BANK

PAYMENT INSTRUCTIONS: Wire transfer of payment of immediately available funds to the following financial institution account:

1. Specify name of financial institution: [].
2. Specify financial institution account number: [].
3. Specify County's ABA or other applicable identifying number: [].
4. Memo: Escrow Agreement (United Security Bank).

TO: UNITED SECURITY BANK, [The County will insert the address where presentation is to be made: 855 M Street, Fresno, California; provided however if such bank location is not available to the County, then such place of presentation may be at any of United Security Bank's bank branches].

BY: COUNTY OF FRESNO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA:

BY: _____

NAME: _____

TITLE: _____

[SIGNATURE INSTRUCTIONS: FOR THE TITLE, INSERT ONE OF THE FOLLOWING: Director of the Department of Public Works and Planning, County of Fresno or Assistant Director of Planning of the Department of Public Works and Planning, County of Fresno or County Administrative Officer of the County of Fresno or Auditor-Controller/Treasurer-Tax Collector of the County of Fresno]

EXHIBIT A-2

Certificate as to Authorized Signatures – County of Fresno

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of the County of Fresno and each of them, alone, is authorized on behalf of the County of Fresno to initiate and approve transactions of all types for the escrow account established under the Escrow Agreement by and among Fresno County Disc Golf, a non-profit corporation, the County of Fresno, and United Security Bank to which this Exhibit A-2 is attached.

Name / Title

Specimen Signature

Name: Steven E. White
Director of the Department of Public
Works and Planning, County of Fresno

Signature

Date: _____

Name: Bernard Jimenez
Assistant Director of Planning of the
Department of Public Works and
Planning, County Of Fresno

Signature

Date: _____

Name: Jean M. Rousseau
County Administrative Officer of the
County of Fresno

Signature

Date: _____

Name: Oscar Garcia
Auditor-Controller/Treasurer-Tax
Collector of the County Of Fresno

Signature

Date: _____