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- 3. Section 1 of the Covenant and Agreement is deleted, and replaced with the following:
“1. RIGHT OF ENTRY – CITY agrees to allow the COUNTY to enter upon and have ingress to and egress from CITY properties located adjacent to the Library for the purposes of construction of (A) a parking lot to be located on land within CITY jurisdiction; (B) storm drainage improvements as more thoroughly described herein below, directing water run-off from the parking lot and Library to CITY storm drainage basin facility, and (C) development of two driveway approaches, to be located on adjacent City-owned land, for the purpose of providing access to the Fowler Library public parking lot, as depicted on Attachment 1.1.”

- 4. Section 2 of the Covenant and Agreement is deleted, and replaced with the following:
“2. CONSTRUCTION – CITY agrees to allow the COUNTY and its contractor to construct a parking lot containing thirty-eight (38) parking spaces, as well as two driveway approaches for access to this parking lot, on a portion of the City’s property adjacent to the Library, and to construct storm drainage inlets and piping from the parking lot and the Library to the City’s property being used as a storm drainage basin (see Attachment 1.1). COUNTY agrees to pay all costs and expenses associated with any work performed by its contractor for the Improvements. COUNTY will obtain all necessary permits to perform Improvement work. COUNTY and CITY agree to work cooperatively with respect to inspection and approval of the Improvements, as more thoroughly provided below.”

- 5. Unless expressly modified by the terms of this First Amendment, all other terms of the Covenant and Agreement remain in full force and effect.


(Signature page follows.)

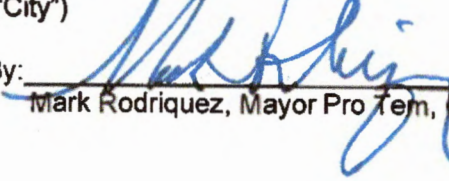
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IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the Effective Date.

COUNTY OF FRESNO, a Political Subdivision of the State of California ("County")


CITY OF FOWLER, a Municipal Corporation of the State of California ("City")

By: 
Brian Pacheco, Chairman of the Board of Supervisors of the County of Fresno

By: 
Mark Rodriguez, Mayor Pro Tem, City of Fowler

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

ATTEST:
Angela Vasquez,
Deputy City Clerk, City of Fowler

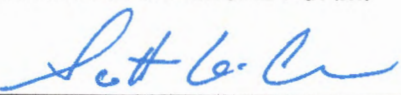
By: 
Deputy

By: 
Angela Vasquez, City Clerk

REVIEWED AND RECOMMENDED FOR APPROVAL:

By: 
Wilma Tucker, City Manager

APPROVED AS TO LEGAL FORM:

By: 
Scott Cross, City Attorney