

THIS AGREEMENT made this 26th day of February, 1979, by and between the CITY OF AURORA, COLORADO, a municipal corporation, hereinafter referred to as "CITY," and MISSION VIEJO COMPANY, a California corporation, hereinafter referred to as "MISSION VIEJO."

WITNESSETH:

WHEREAS, the City on the 24th day of May, 1971, entered into an Annexation Agreement with Mission Viejo Company, recorded at Book 1972, Page 502, with the Clerk and Recorder in the County of Arapahoe, State of Colorado; and

WHEREAS, the parties are mutually desirous of amending said Annexation Agreement in the manner as hereinafter provided for.

NOW, THEREFORE, in consideration of the foregoing premises and the agreements, covenants and promises of each of the parties hereto to be kept and performed by each of them, it is agreed as follows:

I

It is mutually agreed and understood that Mission Viejo has by their Annexation Agreement provided for the donation of property to the City for public purposes. Paragraph 3 of said Annexation Agreement provided for the dedication of thirty (30) acres by Mission Viejo to the City for utilization for public parks and recreation facilities. Paragraph 5 of said Agreement provided that Mission Viejo would dedicate to the City at least five (5) acres for civic use. The parties hereby mutually agree to amend the public dedication of the Annexation Agreement as noted above to require the dedication of 3.5 acres for civic use and 29.5 acres for park and recreation use.

This amendment would be accomplished by reducing the public dedication in Planning Area No. 4 of the current

General Development Plan. The four (4) acre park site would be reduced to 3.5 acres and the 1.5 acre civic site would be entirely deleted.

Upon execution of this Addendum and upon staff approval of the amendment in Planning Area No. 4 of the public land donation, the City and Mission Viejo agree to proceed as follows:

- (a) Mission Viejo Company will construct, at its sole cost, two standard lighted tennis courts on the 3.5 acre site in Planning Area No. 4. Upon completion of said tennis courts, Mission Viejo shall confirm the conveyance of the improvements to the City by quit claim deed, and the City shall, upon receipt of said deed, take over the responsibility for all operations and maintenance of the tennis courts.
- (b) In order to provide adequate offstreet parking for the model homes which Mission Viejo has planned to the west of the 3.5 acre park site, Mission Viejo will construct, at its sole cost, a parking lot on the 3.5 acre park site adjacent to the tennis courts. Mission Viejo shall have the right to use the parking lot for customer parking for three (3) years from the completion of construction of the same, or until the model homes are no longer needed for sales, whichever may occur first.
- (c) The City of Aurora will inspect the construction of the parking lot and, upon completion of the same, Mission Viejo shall confirm the conveyance of the parking lot to the City by quit claim deed, provided, however, that Mission Viejo will be responsible for the

parking lot maintenance during the three (3) years which it uses the parking lot for its customers, or until Mission Viejo gives written notice to the City that the parking lot is no longer needed for the same, whichever first occurs. At such time as the three (3) year time period is over, or that Mission Viejo gives written notice of its termination of the use of the parking lot, the parking lot improvements will be inspected by the City and Mission Viejo will correct any deficiencies, of which the City will give Mission Viejo written notice. Upon correction of the deficiencies, the City shall be responsible for maintenance of the parking lot.

- (d) In accordance with Paragraph 3 on Page 3 of the Annexation Agreement, Mission Viejo will construct park improvements and landscaping within the limits of the 3.5 acre park site. Upon completion of the park improvements and landscaping, the City shall take over the responsibility for park operation and maintenance and shall reimburse Mission Viejo in accordance with Paragraph 3 of the Annexation Agreement.

II

Nothing herein contained shall be construed as a modification to the original Annexation Agreement, except as herein provided. The parties further agree and understand that this Addendum shall become part of the original Annexation Agreement, heretofore mentioned, and that the same shall be binding upon successors in interest and that this

Addendum shall be recorded with the Clerk and Recorder in and for the County of Arapahoe, State of Colorado.

CITY OF AURORA, COLORADO

By Fred H. Hood
FRED H. HOOD, Mayor

ATTEST:
Gail C. Johnston
GAIL C. JOHNSTON,
Deputy City Clerk

MISSION VIEJO COMPANY

By James G. Toeffler
JAMES G. TOEFFLER, Executive
Vice President

ATTEST:

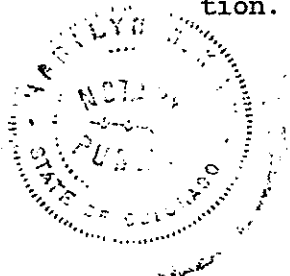
Secretary

STATE OF Colorado)
COUNTY OF Arapahoe) ss.

The foregoing instrument was acknowledged before me this 26th day of February, 1979, by JAMES G. TOEFFLER, as President and _____, as Secretary of Mission Viejo Company, a California corporation.

Witness my hand and official seal.

My commission expires: My Commission Expires March 28, 1982



Marilyn W. Kay
Notary Public

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 1979, by FRED H. HOOD as Mayor and GAIL C. JOHNSTON as Deputy City Clerk of the City of Aurora, Colorado.

Witness my hand and official seal.

My Commission Expires: _____ Notary Public