

When recorded return to:
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AMENDMENT TO DEDICATION (HIGH SCHOOL SITE)

This Amendment to Dedication (High School Site) is entered into as of the ____ day of _____, 2018, by and between DC RANCH L.L.C., an Arizona limited liability company ("Grantor") and SCOTTSDALE UNIFIED SCHOOL DISTRICT NO. 48 OF MARICOPA COUNTY, ARIZONA, a political subdivision of the State of Arizona ("Grantee").

RECITALS

Grantor and Grantee entered into that certain Dedication (High School Site) applicable to the real property described on Exhibit A (the "School Property") attached hereto and incorporated herein by this reference, which dedication was recorded in the Official Records of the Maricopa County Recorder's Office at Document No. 20090486063 on May 29, 2009 (the "Dedication").

The parties wish to amend the Dedication as set forth herein.

NOW, THEREFORE, in consideration of the premises and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENTS

1. Accuracy of Recitals. The parties hereby acknowledge the accuracy of the Recitals which are incorporated herein by this reference.

2. Amendments.

(a) Section 2(a) of the Dedication is hereby deleted and replaced as follows:

"Grantee shall not use the School Property for any purpose other than (i) indoor or outdoor sports facilities and sports athletic fields and for other related accessory uses; or (ii) a school site or for related accessory uses, including without limitation, public park, public library, and other public facilities pursuant to an intergovernmental agreement with the City of Scottsdale, Arizona (the "City"); (iii) for shared facilities benefiting the Grantee and/or the DC Ranch community and its governance entities, provided that the design of any such facilities is approved by

Grantee in consultation with the DC Ranch Covenant Commission or its successor; and/or (iv) for purposes of ingress and egress to adjacent public facilities. Specifically, Grantee will not construct any buildings for accessory uses which are not consistent with the uses permitted in this Section 2(a), including without limitation bus storage facilities, on the School Property. No use by Grantee shall interfere with existing tenancies upon the School Property."

(b) The first paragraph of Section 2(e) of the Dedication is hereby deleted without replacement.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which in the aggregate shall constitute one and the same instrument.

4. Binding Effect. This Amendment shall be binding upon the parties hereto and their respective successors and assigns.

5. Effect of Amendment. Except as specifically modified hereby, the Dedication remains in full force and effect and is in all events ratified, confirmed and approved.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date and year first set for the above.

DC RANCH L.L.C., an Arizona limited liability company

By _____
Name _____
Title _____

State of Arizona

County of Maricopa

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the _____ of DC Ranch L.L.C., an Arizona limited liability company, on behalf of the company.

(Seal and Expiration Date)

Notary Public

SCOTTSDALE UNIFIED SCHOOL
DISTRICT NO. 48 OF MARICOPA
COUNTY, ARIZONA, a political subdivision
of the State of Arizona

By _____
Name _____
Title _____

State of Arizona

County of Maricopa

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, the _____ of Scottsdale Unified School District No. 48 of Maricopa County, Arizona, a political subdivision of the State of Arizona, on behalf of the District.

(Seal and Expiration Date)

Notary Public

EXHIBIT A