

# CITY COUNCIL REPORT



Meeting Date: April 14, 2026  
General Plan Element: *Public Buildings and Facilities*

General Plan Goal: *Provide city service facilities to meet the needs of the community*

## ACTION

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### Authorization to purchase real property.

1. Adopt Resolution No. 13639 authorizing the Mayor to execute real estate purchase agreement No. 2026-051-COS between the City and Access Capital, LLC for the purpose of acquiring real property located at 15011 N. 75<sup>th</sup> Street, in Scottsdale, Arizona.
2. Authorize a FY 2025/26 budget appropriation transfer of up to \$7,000,000 from the Aviation Funds Capital Contingency and a budget appropriation transfer of up to \$800,000 from the Aviation Fund Fleet Replacement Operating Reserve for a total of \$7,800,000 to a newly established capital improvement project named Airpark Land Purchase.
3. Authorize a FY 2025/26 cash transfer of up to \$7,800,000 from the Aviation Fund to the newly created capital project.

## BACKGROUND

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The purpose of this action is to authorize the purchase of an approximately 1.49 acre property for \$7,800,000 containing a 21,664 square foot office building to support operational needs and expand parking capacity for Scottsdale Airport and its users.

In the near term, the site will be used for surface parking, with the potential for a structured parking facility in the future. As part of the Scottsdale Airport Master Plan update, as well as through current operational experience, it has been identified that additional space is necessary to meet both the existing and projected demand at the airport.

## ANALYSIS & ASSESSMENT

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### Recent Staff Action

Staff conducted a site visit and determined that the property's location, proximity to the airport, and adjacency to existing operations make it well-suited to support airport needs, particularly in addressing the current shortage of vehicle parking. To ensure the proposed purchase price is

Action Taken \_\_\_\_\_

appropriate, staff obtained an independent broker’s opinion of value, completed a comparative analysis of similar properties in the surrounding area to validate market conditions and overall valuation, and commissioned a formal appraisal of the property, which will determine an appraised value of the property. The appraisal will be completed prior to the April 14<sup>th</sup> City Council Meeting.

**Significant Issues to be Addressed**

As the city evaluates acquisition and future use of the property, several implementation considerations will need to be addressed. The existing office building will be demolished to allow for redevelopment of the site to support airport parking needs. Staff will evaluate the timing, scope, and cost of demolition activities, with current estimates anticipated to be approximately \$1,117,665.

Following demolition, the site is expected to be utilized for surface parking in the near term to help address current demand. The property’s long-term value is closely tied to its ability to support expanded parking capacity, and further analysis will be required to determine the timing, design, and funding strategy for additional improvements, including the potential development of a structured parking facility to meet projected long-term needs.

**RESOURCE IMPACTS**

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**Available funding**

The \$7,800,000 acquisition cost can be fully funded using available balance within the Aviation Enterprise Fund. However, additional appropriation authority is required to expend these funds. To facilitate the purchase, staff is requesting approval to transfer budget appropriation of up to \$7,000,000 from the Aviation Fund Capital Contingency and \$800,000 from the Aviation Fund Fleet Replacement Operating Reserve to a newly established capital project. Upon approval, \$7,800,000 in Aviation Fund balance will be allocated to the project to complete the acquisition.

**Maintenance Requirements**

Ongoing maintenance requirements will primarily consist of pavement maintenance and related upkeep associated with the site’s use as a parking facility.

**Future Budget Implications**

Future budget considerations include the cost of developing surface parking in the near term, as well as the potential construction of a structured parking facility in later years to accommodate long-term demand. The near-term surface parking lot is estimated to provide approximately 200 spaces, with an estimated cost of \$44,588 per space, inclusive of property acquisition, demolition, site preparation, and paving.

These investments are expected to be offset by revenues generated from leasing or licensing parking spaces to airport tenants, in addition to potential long-term public parking revenues. Estimated annual revenue associated with the initial surface parking is projected to be approximately \$82,500, subject to final pricing and utilization assumptions. A similar cost and revenue analysis will be conducted as part of future planning efforts for a structured parking facility

to ensure financial feasibility and alignment with airport operational needs.

**OPTIONS & STAFF RECOMMENDATION**

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**Recommended Approach**

1. Adopt Resolution No. 13639 authorizing the Mayor to execute real estate purchase agreement No. 2026-051-COS between the City and Access Capital, LLC for the purpose of acquiring real property located at 15011 N. 75<sup>th</sup> Street, in Scottsdale, Arizona.
2. Authorize a FY 2025/26 budget appropriation transfer of up to \$7,000,000 from the Aviation Funds Capital Contingency and a budget appropriation transfer of up to \$800,000 from the Aviation Fund Fleet Replacement Operating Reserve for a total of \$7,800,000 to a newly established capital improvement project named Airpark Land Purchase.
3. Authorize a FY 2025/26 cash transfer of up to \$7,800,000 from the Aviation Fund to the newly created capital project.

**Proposed Next Steps**

If Council approves the purchase, staff will open an escrow account and proceed to complete the transaction.

**RESPONSIBLE DEPARTMENT(S)**

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Enterprise Operations/Administrative Services Department, Aviation Division

**STAFF CONTACT(S)**

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Rick Wielebski, Aviation Director  
(480) 312-8475 [rwielebski@scottsdaleaz.gov](mailto:rwielebski@scottsdaleaz.gov)

**APPROVED BY**

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*Rick Wielebski*

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Rick Wielebski, Aviation Director  
(480) 312-8475, [rwielebski@scottsdaleaz.gov](mailto:rwielebski@scottsdaleaz.gov)

*03/27/26*

\_\_\_\_\_  
Date

*Scott Selin*

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Scott Selin, Budget Director  
(480) 312-2603, [sselin@scottsdaleaz.gov](mailto:sselin@scottsdaleaz.gov)

*03/27/26*

\_\_\_\_\_  
Date

*Judy Doyle*

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Judy Doyle, Deputy City Manager  
(480) 312-2691, [jdoyle@scottsdaleaz.gov](mailto:jdoyle@scottsdaleaz.gov)

*03/27/26*

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Date

*Greg Caton*

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Greg Caton, City Manager  
(480) 312-7759, [gcaton@scottsdaleaz.gov](mailto:gcaton@scottsdaleaz.gov)

*03/27/26*

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Date

## ATTACHMENTS

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1. Resolution No. 13639
2. Location Map
3. Real Property Purchase Agreement, Contract 2026-051-COS template to be negotiated

**RESOLUTION NO. 13639**

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE REAL ESTATE PURCHASE AGREEMENT NO. 2026-051-COS BETWEEN THE CITY AND ACCESS CAPITAL LLC, FOR THE PURPOSE OF ACQUIRING REAL PROPERTY LOCATED AT 15011 N. 75<sup>TH</sup> STREET, IN SCOTTSDALE, ARIZONA.

WHEREAS, the City wishes to expand the Airport area through the acquisitions of real property including improvements and buildings, within Scottsdale Arizona.

WHEREAS, the City wishes to purchase the Real Property with future plans to demolish the existing structure and develop parking facilities on the site.

WHEREAS, the City desires to purchase a 1.49 acre site located at 15011 N. 75<sup>th</sup> Street, Scottsdale, Arizona ("The Property").

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, Arizona, as follows:

Section 1. That the City Council directs and authorizes the Mayor to execute real estate purchase agreement No. 2026-051-COS, to acquire the property for the amount of seven million, eight hundred thousand dollars (\$7,800,000), which will allow the Airport to expand its land area.

Section 2. The City Manager or designee is authorized to pay such other fees, and execute and record such other documents necessary to carry out the intent of this resolution.

Section 3. Authorize a FY 2025/26 budget appropriation transfer of up to \$7,000,000 from the Aviation Funds Capital Contingency and a budget appropriation transfer of up to \$800,000 from the Aviation Fund Fleet Replacement Operating Reserve for a total of \$7,800,000 to a newly established capital improvement project named Airpark Land Purchase.

Section 4. Authorize a FY 2025/26 cash transfer of up to \$7,800,000 from the Aviation Fund to the newly created capital project.

PASSED AND ADOPTED by the Council of the City of Scottsdale this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

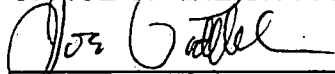
CITY OF SCOTTSDALE,  
an Arizona municipal corporation

\_\_\_\_\_  
Ben Lane, City Clerk

\_\_\_\_\_  
Lisa Borowsky, Mayor

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY



\_\_\_\_\_  
Luis E. Santaella, Interim, City Attorney  
By: Joe Padilla, Deputy City Attorney



**REAL ESTATE SALE AGREEMENT**

THIS REAL ESTATE SALE AGREEMENT (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between Access Capital LLC an Arizona limited liability company ("Seller") and City of Scottsdale, an Arizona municipal corporation ("Buyer").

**RECITALS**

A. Seller is the owner of an approximately 21,664 square foot building situated on approximately 1.49 Acres (64,992 square feet) of land (the "Property") located at 15011 N. 75<sup>th</sup> Street in Scottsdale, Arizona, more particularly described on **Exhibit "A"** attached hereto.

B. Buyer desires to purchase fee title to the Property.

C. Seller is willing to sell the Property to Buyer on the terms set out in this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and representations contained herein, Buyer and Seller agree as follows:

1. **Term of Agreement.** The term of this Agreement shall be as follows:

1.1 **Commencement.** The term of this Agreement shall commence on the date of this Agreement.

1.2 **Normal Expiration.** This Agreement shall continue in effect until all obligations and rights of the parties under this Agreement have been performed, terminated or have expired.

2. **Purchase Price.** The purchase price (the "Purchase Price") for the Property shall be Seven Million Eight Hundred Thousand and No/00 Dollars (\$7,800,000.00)

3. **Closing Timing and Conditions.** The conveyance pursuant to this Agreement (the "Closing") shall occur at the following time and subject to the following conditions:

3.1 **Closing Date.** The date of the Closing (the "Closing Date") shall be Within Fifteen (15) days of expiration of Feasibility Period.

3.2 **Condition of Property.** Buyer has examined, studied and inspected the Property. Except as may be expressly set forth in this Agreement or the Deed, the Property is being sold

in an "as is" condition without any express or implied warranties of any kind, including without limitation any warranties or representations as to its condition or fitness for any use. Buyer has inspected the Property and its environs and obtained such information and professional advice as Buyer has determined to be necessary related to this Agreement or this transaction. Seller does not warrant that the Property will remain in the same condition as at the date of this Agreement, except that Seller shall not take action to substantially change the condition of the Property (or Seller's title to the Property) before Closing except as may be necessary to preserve the public health, safety or welfare.

4. Escrow Procedures. The following procedures shall govern the Closing:

4.1 Title Insurer. All title insurance policies and reports shall be obtained from Landmark Title Assurance Agency (the "Title Insurer")

4.2 Escrow Agent. Neil Moffet ("Escrow Agent") shall administer transactions requiring escrow services under this Agreement. This Agreement shall constitute instructions to Escrow Agent for the transactions contemplated by this Agreement. By executing this Agreement or accepting any escrow hereunder, Escrow Agent agrees to perform the obligations imposed by this Agreement. Escrow Agent's liability under this Agreement is limited to performance of the duties and obligations imposed upon Escrow Agent. Escrow Agent shall in all cases be responsible for any liability or claim arising from its negligence, misconduct or other improper or unlawful act. If Escrow Agent is not the title insurance underwriter, then Escrow Agent and Buyer shall cause Title Insurer to provide to the parties to the Closing an insured closing letter in form acceptable to Seller issued by Title Insurer's title insurance underwriter making Title Insurer's underwriter financially responsible for Escrow Agent's proper performance of its duties related to this Agreement. By accepting this escrow, Escrow Agent agrees to the terms of this Agreement as they relate to the duties of Escrow Agent. Escrow Agent is hereby authorized and instructed to file, if necessary, Internal Revenue Service Form 1099-B, Proceeds from Real Estate, Broker, and Barter Exchange Transactions, as required by Section 6045(e) of the Internal Revenue Code of 1986.

4.3 Opening Escrow. Within Ten (10) days after the date this Agreement is executed by all parties, Buyer shall cause Escrow Agent to establish an escrow on the terms set out in this Agreement and shall give Seller notice that the escrow is open. Such notice shall be accompanied by a complete copy of this entire agreement (including exhibits) with an original signature by Escrow Agent. This Agreement shall not be recorded.

4.4 Title Commitment. Within Ten (10) days after opening of escrow, Escrow Agent shall deliver an ALTA Commitment for Title Insurance to Buyer and Seller.

4.5 Condition of Title. Buyer shall have Ten (10) days after receipt of the Title Commitment, to object in writing to any condition of title not satisfactory to Buyer ("Title Defects"). Seller shall make reasonable efforts to cure any Title Defects. If the Title Defect cannot be cured, Buyer may terminate the agreement.

4.6 Earnest Money. Within Thirty (30) days after the Opening of Escrow, Buyer shall deposit with the Escrow Agent the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) as earnest money (the "Earnest Money").

In the event Buyer defaults under this Agreement after the expiration of the Feasibility Period and removal or waiver of all Buyer contingencies (and provided Seller is not in default), Seller's sole and exclusive remedy shall be to terminate this Agreement and retain the Earnest Money as liquidated damages in full satisfaction of any claims against Buyer. The parties acknowledge and agree that, in the event of such default, Seller's actual damages would be difficult or impracticable to ascertain or prove, and that the Earnest Money represents a reasonable estimate of Seller's anticipated damages and is not intended as a penalty. Buyer and Seller shall thereupon have no further obligations to each other hereunder (except for any provisions expressly surviving termination).

4.7 Closing Location. Not less than three (3) business days prior to the Closing, Seller shall designate a location for the Closing within Maricopa County, Arizona. Unless Seller designates a different location, the Closing shall occur in Escrow Agent's office.

4.8 Closing Conditions. Closing shall occur only upon satisfactory performance of all acts and delivery of all documents required to be performed or delivered at or prior to the Closing, or upon formal notice of waiver of any such performances by the party for whose benefit such performances exist. A party is not obligated to close if an event has occurred or circumstance exists that is (or with the passage of time or giving of notice, or both, would be) an event of default by the other party under this Agreement. Time is of the essence.

4.9 Commissions and Fees. Seller shall be liable for any real estate commissions or brokerage or similar fees that may arise in connection with this Agreement or the transactions contemplated herein.

4.10 Access to Property before Closing. Buyer shall have access to the Property before Closing as follows:

4.10.1 Buyer, its agents, employees, designees and nominees, shall have the right of access to and entry upon the Property from time to time, at reasonable times and upon reasonable notice to Seller, for the purpose of obtaining data and making surveys and tests necessary to carry out this Agreement. Buyer shall be accompanied by Seller representatives.

4.10.2 Buyer shall not interfere with or disrupt any operations or activities upon the Property.

4.10.3 Buyer shall restore to its prior condition any property Buyer enters and shall perform any environmental remediation or other work caused by such entry.

4.10.4 Buyer shall indemnify, defend, pay and hold Seller and its agents, employees and contractors harmless from any and all injuries, damages or other liabilities of any description arising out of any entry, work or other activity of Buyer, its agents, employees, designees, nominees and other persons claiming through Buyer, except if caused solely by the gross negligence or intentional wrongful acts of Seller.

4.11 Form of Funds. All funds required by this Agreement shall be paid in cash, or by certified check or non-reversible wire transfer.

4.12 Deliveries. Recording or other official filing of a document as directed by this Agreement shall constitute delivery of the document to the grantee thereunder and acceptance by the grantee.

5. Closing Deliveries. The Closing shall be accomplished as follows:

5.1 Closing Documents. On or prior to the Closing Date, Seller and Buyer shall sign, acknowledge, and deposit (or cause to be signed, acknowledged and deposited by all applicable persons) with Escrow Agent the following items (collectively the "Closing Documents"):

5.1.1 Closing Deposits by Seller. Seller shall deposit the following (collectively, the "Seller Deposits"):

5.1.1.1 A deed (the "Deed") executed and acknowledged by Seller in the form attached hereto as **Exhibit "B"** covering the Property.

5.1.2 Closing Deposits by Buyer. Buyer shall deposit:

5.1.2.1 The amount of the Purchase Price.

5.1.2.2 Any and all Closing Expenses.

5.1.2.3 Such other funds and documents as Seller or Escrow Agent may reasonably request in order to accomplish the Closing as required by this Agreement.

5.2 Deliveries at Closing. The following shall occur at the Closing in the order listed:

5.2.1 Escrow Agent shall record the Deed in the office of the Maricopa County Recorder.

5.2.2 Escrow Agent shall deliver to Seller the entire Purchase Price.

5.2.3 Escrow Agent shall pay all other Closing Expenses to the applicable persons and shall record, file and deliver all other Closing Documents required to complete the Closing as contemplated by this Agreement.

5.2.4 Escrow Agent shall deliver to Title Insurer the title insurance premium for the title insurance policy required by this Agreement for the Closing.

5.2.5 Escrow Agent shall retain for itself Escrow Agent's escrow fee for the Closing.

5.3 Title Insurance. At the Closing, Seller shall cause Title Insurer to issue to Buyer at Buyer's expense a standard owner's title insurance policy (the "Title Policy") as follows:

5.3.1 The Title Policy shall be in the amount of the Purchase Price.

5.3.2 The Title Policy shall conform to the Commitment, except that Buyer at its own expense may require that the Title Insurer issue ALTA extended coverage.

6. Transaction Information. The parties shall provide to each other the following information and assurances concerning the Property and this Agreement, all of which shall survive this Agreement and all conveyances pursuant to this Agreement:

6.1 Seller's Warranties and Representations. Seller warrants and represents to Buyer as follows (the "Seller Warranties"):

6.1.1 Conflicts. Seller's execution, delivery and performance of this Agreement is not prohibited by and does not conflict with any other agreements, instruments, or judgments to which Seller is a party or is otherwise subject.

6.1.2 Brokers. The following real estate brokers ("Brokers") and brokerage relationships exist in this transaction and are consented to by the Parties.

Matthews Real Estate Investment Services (Stroud)

DMD Real Estate Group (Davies)

The Parties acknowledge that Brokers are the procuring cause of this Agreement. Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.

6.1.3 Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers named in paragraph 7 and no broker or other person, firm or entity, other than said Brokers is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, finder or other similar party, other than said named Brokers by reason of any dealings or act of the indemnifying Party.

6.1.4 The Seller shall be solely responsible for and shall pay all real estate commissions, brokerage fees, and related expenses arising from or in connection with the sale of the Property, including without limitation any commissions payable to the Seller's broker and the Buyer's broker, which commissions, fees, and expenses shall be due and payable only upon the successful closing of the transaction. The Buyer shall have no obligation or liability whatsoever for any such commissions, fees, or expenses, and the Seller hereby agrees to indemnify, defend, and hold harmless the Buyer from any claims, demands, or liabilities related thereto. This provision shall survive the closing of the transaction.

6.2 Buyer's Warranties and Representations. Buyer warrants and represents to Seller as follows (the "Buyer Warranties"):

6.2.1 No Payments. Buyer has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of professional services (such as the services of architects, engineers and attorneys).

6.2.2 Resources. Buyer has the financial resources to purchase the Property and otherwise perform under this Agreement.

6.3 Continuing Warranties. Buyer's proceeding with the Closing amounts to an additional certification to Seller that the Buyer Warranties are true at the time of the Closing. Buyer shall promptly notify Seller in writing of any change or discovered inaccuracy in any of the Buyer Warranties, including any change in Buyer's knowledge that would render inaccurate a Buyer Warranty that is limited to Buyer's knowledge.

7. Feasibility Period. Buyer shall have until Twenty (20) days following the opening of escrow ("Feasibility Period"), to obtain and review, at Buyer's sole expense, an ALTA survey (the "Survey") of the Property, and a Phase I environmental report (the "Environmental Report") of the Property, together with any and all other reports or studies that Buyer may elect to obtain, each in Buyer's sole discretion and at its sole cost. Seller hereby grants Buyer, Buyer's agents, representatives, consultants, engineers and contractors reasonable access to the Property during the Feasibility Period and for the term of this Agreement for the purpose of completing any and all inspections and/or tests. Within the Feasibility Period, the Buyer shall have the right within its sole discretion to approve or disapprove the proposed acquisition and determine whether to proceed with the acquisition.

8. Miscellaneous. The following additional provisions apply:

8.1 Assignment. This Agreement is not assignable.

8.2 Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be deemed given and effective when delivered personally by or by telefax, or on the second mail delivery day after such notice is deposited in the United States mail, postage prepaid, by certified or registered mail, return receipt requested, or when delivered by Express Mail, Federal Express or a like service, addressed to the party as follows:

As to Buyer: Rick Wielebski  
CITY OF SCOTTSDALE  
15000 N Airport Drive  
Scottsdale, AZ 85260  
Fax No. 480-312-2321Copy

to: City Attorney's Office  
CITY OF SCOTTSDALE  
3939 N. Drinkwater Blvd.  
Scottsdale, AZ 85251  
Fax No. 480-312-2548

As to Seller: Access Capital LLC  
8616 E Hackamore Dr  
Scottsdale, AZ 85255

Escrow Agent: Landmark Title  
Neil Moffett  
2555 E Camelback Rd, Suite 275  
Phoenix, AZ 85013  
602-748-2800

or at such address as either party hereto may designate by giving written notice thereof to the other party hereto in the aforesaid manner.

8.3 Entire Agreement. This Agreement constitutes the entire Agreement and understanding between the parties hereto with regard to the subject matters hereof and supersedes all other previous oral or written agreements or understandings with respect thereto.

8.4 Captions. The captions used in connection with the sections of this Agreement are for convenience of reference only and shall not be deemed to construe or limit the meaning or language of this Agreement.

8.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

8.6 Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatever upon any person other than parties hereto and their respective successors, assigns, and transferees permitted hereby.

8.7 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Arizona.

8.8 Exhibits. The exhibits attached hereto which are described herein are hereby incorporated by reference and made a part of this Agreement.

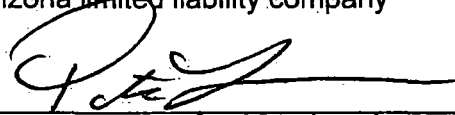
8.9 Counterparts. This Agreement may be executed and delivered in counterparts, each of which shall be deemed to be a duplicate original thereof.

8.10 Attorneys' Fees. If either party shall bring suit to enforce the terms and provisions hereof or to recover damages for breach, the prevailing party shall be entitled to recover from the other party all costs, expenses and attorneys' fees incurred in connection with the exercise by the prevailing party of its rights and remedies hereunder. The amount of the attorneys' fees is to be fixed by the court without a jury. For the purposes of this paragraph the term "prevailing party" shall mean in the case of the claimant, one who is successful in obtaining substantially all of the relief sought, and in the case of the defendant or respondent, one who is successful in denying substantially all of the relief sought by the claimant.

8.11 Time of Essence. Time is of the essence of this Agreement. Seller and Buyer shall strictly comply with the requirement to perform its obligations and close this transaction on the precise date set forth herein. This Agreement provides no grace or cure periods. The time for performance of any obligation or other action under this Agreement shall be deemed to expire at 5:00 P.M. (MST) on the last day of the applicable time period provided for herein. If the time for the performance of any obligation or other action under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

8.12 Miscellaneous. This Agreement shall be interpreted according to its plain meaning and not strictly for or against either party. Seller shall have the unconditional right from time to time to waive by written instrument in whole or in part any performance required of Buyer and/or any other provision of this Agreement benefiting Seller.

SELLER: Access Capital LLC  
an Arizona limited liability company

By:   
Its: Owner / President

BUYER: CITY OF SCOTTSDALE, an Arizona  
municipal corporation

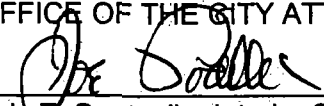
By: \_\_\_\_\_  
Lisa Borowsky, Mayor

ATTEST:

\_\_\_\_\_  
Ben Lane, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

  
\_\_\_\_\_  
Luis E. Santaella, Interim City Attorney  
By: Joe Padilla, Deputy City Attorney

ESCROW ACCEPTED AND AGREED TO BY:

Escrow Agent \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

**TABLE OF EXHIBITS**

<u>Exhibit</u>	<u>Paragraph</u>	<u>Description</u>
A	A	Legal description for the Property
B	5.1.1.1	Warranty Deed

# EXHIBIT "A"

THAT CERTAIN PARCEL BEING WITHIN THE NORTH HALF OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 11;

THENCE SOUTH 01 DEGREES 8 MINUTES 00 SECONDS WEST ALONG THE CENTER LINE OF SCOTTSDALE ROAD, A DISTANCE OF 1,100.01 FEET;

THENCE SOUTH 88 DEGREES 52 MINUTES 00 SECONDS EAST ALONG THE CENTER LINE OF BUTHERUS DRIVE, A DISTANCE OF 2,034.96 FEET TO A POINT OF TANGENCY WITH A CURVE CONCAVE SOUTHERLY AND HAVE A RADIUS OF 700.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42 DEGREES 46 MINUTES 59 SECONDS, A CURVED DISTANCE OF 560.03 FEET;

THENCE SOUTH 46 DEGREES 05 MINUTES 00 SECONDS EAST, A DISTANCE OF 47.83 FEET;

THENCE NORTH 43 DEGREES 55 MINUTES 00 SECONDS EAST, A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 43 DEGREES 55 MINUTES 00 SECONDS EAST, A DISTANCE OF 310.00 FEET;

THENCE NORTH 46 DEGREES 05 MINUTES 00 SECONDS WEST, A DISTANCE OF 195.00 FEET;

THENCE SOUTH 43 DEGREES 55 MINUTES 00 SECONDS WEST, A DISTANCE OF 294.69 FEET TO A POINT OF TANGENCY WITH A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 25.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 99 DEGREES 04 MINUTES 12 SECONDS, A CURVED DISTANCE OF 43.23 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 750.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE AND THE NORTHERLY SIDE OF BUTHERUS DRIVE THROUGH A CENTRAL ANGLE OF 09 DEGREES 04 MINUTES 12 SECONDS, A CURVED DISTANCE OF 118.73 FEET;

THENCE SOUTH 46 DEGREES 05 MINUTES 00 SECONDS EAST ALONG THE NORTHERLY SIDE OF BUTHERUS DRIVE, A DISTANCE OF 47.83 FEET TO THE TRUE POINT OF BEGINNING.



# EXHIBIT "B"

## SCHEDULE 1

THAT CERTAIN PARCEL BEING WITHIN THE NORTH HALF OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 11;

THENCE SOUTH 01 DEGREES 8 MINUTES 00 SECONDS WEST ALONG THE CENTER LINE OF SCOTTSDALE ROAD, A DISTANCE OF 1,100.01 FEET;

THENCE SOUTH 88 DEGREES 52 MINUTES 00 SECONDS EAST ALONG THE CENTER LINE OF BUTHERUS DRIVE, A DISTANCE OF 2,034.96 FEET TO A POINT OF TANGENCY WITH A CURVE CONCAVE SOUTHERLY AND HAVE A RADIUS OF 700.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42 DEGREES 46 MINUTES 59 SECONDS, A CURVED DISTANCE OF 560.03 FEET;

THENCE SOUTH 46 DEGREES 05 MINUTES 00 SECONDS EAST, A DISTANCE OF 47.83 FEET;

THENCE NORTH 43 DEGREES 55 MINUTES 00 SECONDS EAST, A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 43 DEGREES 55 MINUTES 00 SECONDS EAST, A DISTANCE OF 310.00 FEET;

THENCE NORTH 46 DEGREES 05 MINUTES 00 SECONDS WEST, A DISTANCE OF 195.00 FEET;

THENCE SOUTH 43 DEGREES 55 MINUTES 00 SECONDS WEST, A DISTANCE OF 294.69 FEET TO A POINT OF TANGENCY WITH A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 25.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 99 DEGREES 04 MINUTES 12 SECONDS, A CURVED DISTANCE OF 43.23 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 750.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE AND THE NORTHERLY SIDE OF BUTHERUS DRIVE THROUGH A CENTRAL ANGLE OF 09 DEGREES 04 MINUTES 12 SECONDS, A CURVED DISTANCE OF 118.73 FEET;

THENCE SOUTH 46 DEGREES 05 MINUTES 00 SECONDS EAST ALONG THE NORTHERLY SIDE OF BUTHERUS DRIVE, A DISTANCE OF 47.83 FEET TO THE TRUE POINT OF BEGINNING.