

PURCHASE AGREEMENT

AGREEMENT between Mark Knaeble and Kathleen Heaney, husband and wife, not as tenants in common but as community property with rights of survivorship, Sellers, hereinafter referred to as Grantors, and the COUNTY OF COCHISE, a body politic, by and through its Department of Engineering & Natural Resources, Buyer, hereinafter referred to as Grantee.

IT IS HEREBY AGREED AS FOLLOWS:

That Grantors shall sell, and the Grantee shall buy, at the price and upon the terms and conditions herein set forth, "fee title to" the following described real property:

SEE ATTACHED EXHIBIT A

Together with all improvements thereon, free and clear of all liens, encumbrances, taxes and assessments, which property is being conveyed by Grantors to Grantee.

Purchase Amount: The Grantee shall pay the following amounts to the Grantors, subject to the terms and conditions herein set forth: \$300,000.00.

The performance of this Agreement constitutes the entire consideration by the Grantee and shall relieve the Grantee of all further obligations or claims relating to the Property.

The performance of this Agreement is also contingent upon the formal approval of this purchase agreement by the Cochise County Board of Supervisors.

Escrow, Prorations, and Fees: The parties hereto shall enter into an escrow agreement with an escrow agent selected by Grantee for closing of sale. Grantors shall place into escrow all necessary documents to convey the above referenced real property interests to Grantee free and clear of all liens and encumbrances, taxes and assessments, including those that are levied (owed) but may not yet be due. The escrow agent shall make prorations based upon the date of closing. All escrow fees, document preparation expenses, and recording fees shall be paid by Grantee. If title insurance is desired by Grantee, it shall pay the premium, therefore. All forms of interest to be conveyed shall be on a form approved by the Grantee.

Warranty Deed: The Grantors shall deposit into escrow a warranty deed conveying to County title to the Property, free and clear of all liens and encumbrances and subject only to utility easements granted to Arizona Public Service.

No Sale or Encumbrance: The Grantee shall not sell or encumber subject property prior to closing.

Closing: Closing shall be on or before 60 days after the date this Agreement is accepted and approved by the Grantee including approval by the Cochise County Board of Supervisors; or 30 days after the date this Agreement is accepted and approved by the

Grantor including approval by the Cochise County Board of Supervisors AND after receipt of all necessary releases or consents to convey the Property free and clear of all liens and encumbrances.

Security Interest: Monies payable under this Agreement may be due holders of secured and unsecured obligations (lienholders) up to and including the total amount of principal, interest, and allowable penalties. Upon demand, those sums shall be paid to the Lienholders, who shall be required to provide any necessary releases or consents for the Property.

No Leases: Grantors warrant that there are no oral or written leases on all or any portions of the Property. Grantors shall hold Grantee harmless and reimburse Grantee for any and all of its losses and expenses occasioned by reason of any undisclosed lease or any lease of said property held by any tenant of Grantors.

Inspection: Grantors shall permit the Grantee to conduct such inspections of the Property as the Grantee deems necessary. If inspections indicate a potential condition and further testing or inspection is recommended, the parties hereby agree to extend the date of closing to at least 30 days after the issuance of a final report for such additional testing or inspection.

Possession: Possession of the Property shall be given to Grantee upon close of escrow and recording of the documents conveying the Property.

Risk of Loss: The Grantors shall be responsible for the risk of loss for any and all damage to the improvements located on or within the Property prior to close of escrow and recording of the documents conveying the Property.

No Salvage: The Grantors shall not salvage or remove fixtures, improvements or vegetation located within the Property without prior written approval of the Grantee.

Broker's Commission: The Grantee shall owe no brokerage or finder's fee related to this transaction. The Grantors have the sole obligation to pay all brokerage or finder's fees to any agent employed.

Conflict of Interest: This Agreement is subject to A.R.S. Section 38-511, which provides for cancellation of contracts by the Grantee for certain conflicts of interest.

Survival of Representations and Warranties: All representations and warranties contained in this Agreement shall survive the closing of escrow.

Exhibits: Any exhibit attached to this Agreement shall be deemed to be incorporated by reference with the same force and effect as if fully set forth herein.

Entire Agreement: This Agreement contains the entire agreement between the Grantors and Grantee. All understandings, conversations, and communications, oral or written, between Grantors and Grantee, or on behalf of either of them, are merged into and superseded by this agreement and shall be of no further force or effect. No modification

or amendment to this Agreement shall be binding unless in writing and signed by both the Grantors and the Grantee.

Binding Effect: This Agreement and its rights, privileges, duties, and obligations shall inure to the benefit of and be binding upon each of the parties hereto, together with their respective successors and permitted assigns.

Authority: Grantee represents and warrants that it is a body politic duly organized, validly existing under the laws of the state of its formation, that it has all the requisite power and authority to execute this Agreement through the signature(s) below, and to perform its obligations hereunder. Grantors represent and warrant that they both have the power and authority to execute this Agreement through the signature(s) below, and to perform the obligations hereunder.

Grantors accepted this 11th day of July 2025
Mark Knaeble and Kathleen Heaney, husband and wife, not as tenants in common but as community property with rights of survivorship.

By: 
Mark Knaeble

By: 
Kathleen Heaney

Grantee accepted this _____ day of _____, 20____

By: _____
Chairman, Cochise County Board of Supervisors

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 104-74-010D, 104-80-0013A and 104-74-010B
For Tax Map ID(s): Pm 104-74

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COCHISE, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

A portion of Parcel 78, as shown by a Survey entitled AMENDED PLAT PALOMINAS RANCHES, UNIT III in Sections 18 and 19, Township 24 South, Range 22 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona, and being recorded in Book 3 of Surveys, page 20, records of Cochise County, Arizona, described as follows:

BEGINNING at the Southwest corner of said Section 18;

thence North 00°01'35" East, a distance of 459.50 feet along the West line of said Lot 78;

thence North 89°59'12" East, a distance of 1,306.40 feet to the East line of said Lot 78;

thence South 00°03'19" East, a distance of 459.85 feet;

thence South 89°59'53" West, a distance of 1,307.05 feet to the POINT OF BEGINNING.

PARCEL II:

That portion of Parcel 78, lying within Lot 4 of Section 19, as shown by survey entitled AMENDED PLAT PALOMINAS RANCHES, UNIT III, in Section 19, Township 24 South, Range 22 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona, and being recorded in Book 3 of Surveys, page 20, records of Cochise County, Arizona;

EXCEPT the South 60.00 feet thereof.

PARCEL III:

That portion of Parcel 79 as shown by a survey entitled AMENDED PLAT OF PALOMINAS RANCHES, UNIT III, as recorded in Book 3 of Surveys, page 20, located in the Southeast quarter of the Southeast quarter of Section 13, Township 24 South, Range 21 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona, more particularly described as follows:

EXCEPT the following described property:

A portion of Parcel 79, AMENDED PLAT OF PALOMINAS RANCHES UNIT III, as recorded in Book 3 of Surveys, page 20, located in the Southeast quarter of the Southeast quarter of Section 13, Township 24 South, Range 21 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona, more particularly described as follows:

BEGINNING at the Northwest corner of said Parcel 79;

thence South 89°46'52" East, a distance of 450.00 feet along the North line of said Parcel 79;

thence South 00°01'14" West, a distance of 387.20 feet along a line parallel with the West line of said Parcel 79;

EXHIBIT "A"
Legal Description

thence North 89°46'52" West, a distance of 450.00 feet along a line parallel with the North line of said Parcel 79;

thence North 00°01'14" East, a distance of 387.20 feet along the West line of said Parcel 79 to the POINT OF BEGINNING; and

EXCEPT all coal and other minerals as reserved in Patent from United States of America.

PARCEL IV:

That portion of Parcel 79 as shown by a survey entitled "AMENDED PLAT OF PALOMINAS RANCHES, UNIT III" in Section 24, Township 24 South, Range 21 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona, and being recorded in Book 3 of Surveys, pages 20 and 20A, records of Cochise County, Arizona.

EXCEPT all coal and other minerals as reserved in Patent from United States of America.