

When recorded mail to:
Britt Hanson
Chief Civil Deputy
Cochise County Attorney
Drawer CA
Bisbee, AZ 85603

Exempt pursuant to
A.R.S. § 11-1134.A.2

Agreement for Transfer of Property

This Agreement for the transfer of property is entered into between San Simon Gin, Inc., a corporation organized under the laws of Arizona ("San Simon") and Cochise County, a political subdivision of the State of Arizona ("County").

Recitals

1. San Simon wishes to donate to the County the property described on Exhibit A hereto, including all fixtures and improvements (the "Property"), on the terms and conditions set forth herein.
2. The County wishes to acquire the Property on the terms and conditions set forth herein.

Terms and Conditions

A. INSPECTION AND REVIEW PERIOD. For a period of thirty (30) days from the date of the execution of this Agreement, County shall have the right of inspection and review (the Inspection Period) of the Property as follows: County and its representatives shall have the right to enter onto the Property for the purpose of inspecting the Property to determine whether it wants to accept the donation of the Property "as is", to accept the Property conditioned on certain repairs being made, or to reject the donation of the Property. All inspection costs shall be at the sole expense of Cochise County.

B. DETERMINATION OF REPAIRS. If, after such inspection, the County determines that repairs are needed, it shall submit to San Simon a list of such repairs in writing during the Inspection Period. San Simon shall then have seven (7) days from the date of receipt of such list to make the repairs, or to notify the County in writing that it has elected not to make such repairs. In the event San Simon refuses to make the repairs, the County in its sole discretion may either (i) accept the item(s) in an "as-is" condition; or (ii) reject the donation of the Property.

C. TITLE REPORT. Pioneer Title Agency shall provide the County with a copy of the preliminary title report as soon as it becomes available. Thereafter the County shall have ten

(10) business days to review said title report and advise San Simon in writing of any exceptions which must be corrected prior to close of sale. In the event title deficiencies are discovered by the County during the ten business day period to review title, the County may declare this Agreement null and void. If the County does not notify San Simon of any title deficiencies or problems related to the County's inspection and review rights set forth above within the times set forth herein, the County shall be deemed to have approved all matters subject to its inspection and review and thereafter no exceptions or deficiencies may be claimed by the County.

D. TITLE POLICY County to pay all costs of title report and insurance.

E. CLOSING COSTS County to pay all closing costs.

F. CLOSING AND FAILURE TO CLOSE. The closing of the donation of the Property shall occur on or before _____, at which time San Simon shall execute a Warranty Deed of the Property to the County, at no cost to the County. The terms and conditions of this Agreement shall be good and sufficient consideration for the donation of the Property. In the event San Simon is able to close this transaction in accordance with the terms and conditions of this Agreement and all conditions for closing have been met, and the County refuses or fails to close for any reason, San Simon may terminate this Agreement without further notice to the County.

G. "AS-IS" NATURE OF SALE. EXCEPT AS SPECIFICALLY OTHERWISE NOTED HEREINABOVE, COUNTY SHALL ACCEPT THE PROPERTY "AS-IS" and WITH ALL FAULTS. SAN SIMON HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SQUARE FOOTAGE OF THE PROPERTY; THE QUALITY OR CONDITION OF THE PROPERTY CONVEYED TO COUNTY; THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH COUNTY MAY CONDUCT THEREON; COMPLIANCE BY SAN SIMON AND/OR THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY; OR THE HABITABILITY, MERCHANT ABILITY, OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE. SAN SIMON HAS NOT, DOES NOT, AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS INCLUDING BUT NOT LIMITED TO THOSE PERTAINING TO THE USE, HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE, HAZARDOUS SUBSTANCES, PETROLEUM PRODUCT STORAGE TANKS OR ASBESTOS. THE PROVISIONS CONTAINED IN THIS CONTRACT SHALL SURVIVE DELIVERY OF THE DEED. COUNTY ACCEPTS THE PROPERTY IN ITS PRESENT "AS-IS/WHERE-IS" CONDITIONS, WITH ALL FAULTS. ALL STATEMENTS OF FACT, IN ANY, MADE IN THIS CONTRACT ARE FOR INFORMATIONAL PURPOSES ONLY AND SUCH

STATEMENTS DO NOT CONSTITUTE WARRANTIES OR REPRESENTATIONS OF ANY NATURE.

H. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with laws of the State of Arizona.

I. COUNTER PARTS. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original thereof.

J. AMENDMENTS AND MODIFICATIONS This Agreement may only be modified, amended or supplemented by mutual written agreement of the parties.

K. ENTIRE AGREEMENT. This Agreement and the Exhibit attached hereto constitute the entire agreement of the parties in respect of the subject matter hereof and supersedes all prior negotiations between, or documents executed by the parties hereto.

L. CONTRACTUAL. The terms of this Agreement are contractual and not merely a recital.

M. ATTORNEY'S FEES AND COST. Should suit be brought to enforce or interpret this Agreement, the prevailing party shall be entitled to recover all fees, charges, costs and expenses including reasonable attorney's fees assessed by the court.

N. SEVERABILITY In the event any provision hereof or any portion of any provision hereof shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion or any provision, or any other provision hereof, as each provision of this Agreement shall be deemed to be severable from all other provisions hereof.

O. BINDING CLAUSE This Agreement and each of the covenants and conditions contained herein shall inure to the benefit of the parties hereto, their respective heirs, personal representatives, and assigns.

The parties hereto set their hand on the day and year set forth below.

APPROVED:

COCHISE COUNTY BOARD OF SUPERVISORS

By: _____

Richard R. Searle

_____ Date

ATTEST:

Arlethe Rios, Clerk of the Board

Date

APPROVED:

SAN SIMON GIN, INC.

By: Alvin E. Rios 6/2/15
[insert name and title] Date
M. D. [Signature] 6-2-15
Juan [Signature] 6-2-15

A PORTION OF THAT CERTAIN PARCEL DESCRIBED AS THE "THIRD PARCEL" IN DOCKET 349 AT PAGES 293 THROUGH 295, RECORDS OF COCHISE COUNTY, ARIZONA AND ALSO BEING A PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 30 EAST OF THE GILA AND SALT RIVER MERIDIAN, COCHISE COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERLY LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER AND THE SOUTHERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD, FROM WHICH THE NORTHEAST CORNER OF SAID EAST HALF OF THE SOUTHWEST QUARTER BEARS N 89°43'33"E (S 89°59'E, RECORD), A DISTANCE OF 635.04 FEET;

THENCE S 75°08'27" E (S 74°51'E, RECORD) COINCIDENT WITH THE NORTHERLY LINE OF SAID "THIRD PARCEL", IDENTICAL WITH SAID SOUTHERLY RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD, A DISTANCE OF 146.52 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING S 75°08'27" E (S 74°51'E, RECORD) COINCIDENT WITH SAID NORTHERLY LINE A DISTANCE OF 511.26 FEET TO THE NORTHEAST CORNER OF SAID "THIRD PARCEL", SAID POINT ALSO BEING IN THE EASTERLY LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER;

THENCE S 00°14'26" E (S 0°02'45"W, RECORD) COINCIDENT WITH SAID EASTERLY LINE, A DISTANCE OF 187.50 FEET;

THENCE S 89°43'33" W, A DISTANCE OF 580.22 FEET;

THENCE N 14°51'33"E, A DISTANCE OF 332.50 FEET TO THE **POINT OF BEGINNING**.

ENCOMPASSING AN AREA OF 139392 SQUARE FEET, OR 3.2 ACRES MORE OR LESS.

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER A PORTION OF THAT CERTAIN PARCEL DESCRIBED AS THE "THIRD PARCEL" IN DOCKET 349 AT PAGES 293 THROUGH 295, RECORDS OF COCHISE COUNTY, ARIZONA AND ALSO BEING A PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 30 EAST OF THE GILA AND SALT RIVER MERIDIAN, COCHISE COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERLY LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER AND THE SOUTHERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD, FROM WHICH THE NORTHEAST CORNER OF SAID EAST HALF OF THE SOUTHWEST QUARTER BEARS N 89°43'33"E (S 89°59'E, RECORD), A DISTANCE OF 635.04 FEET;

THENCE S 75°08'27" E (S 74°51' E, RECORD) COINCIDENT WITH THE NORTHERLY LINE OF SAID "THIRD PARCEL", IDENTICAL WITH SAID SOUTHERLY RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD, A DISTANCE OF 657.78 FEET TO THE NORTHEAST CORNER OF SAID "THIRD PARCEL", SAID POINT ALSO BEING IN THE EASTERLY LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER;

THENCE S 00°14'26" E (S 0°02'45" W, RECORD) COINCIDENT WITH SAID EASTERLY LINE, A DISTANCE OF 187.50 FEET TO THE **POINT OF BEGINNING**;

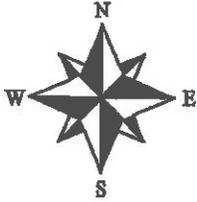
THENCE CONTINUING S 00°14'26" E (S 0°02'45" W, RECORD) COINCIDENT WITH SAID EASTERLY LINE, A DISTANCE OF 575.14 FEET TO THE SOUTHEAST CORNER OF SAID "THIRD PARCEL", SAID POINT ALSO BEING IN THE NORTHERLY RIGHT OF WAY LINE OF THE INTERSTATE 10 BUSINESS LOOP (STATE HWY NO. 86);

THENCE ALONG SAID RIGHT OF WAY LINE, ON A CURVE TO THE RIGHT HAVING A RADIUS POINT WHICH BEARS N 19°25'18" E, A DISTANCE OF 11359.16 FEET, AND A LONG CHORD WHICH BEARS N 70°18'10" W, A DISTANCE OF 109.16 FEET;

THENCE N 46°19'28" E, A DISTANCE OF 100.00 FEET;

THENCE N 00°14'26" W, A DISTANCE OF 469.15 FEET;

THENCE N 89°43'33" E, A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING**.



P.O.B.

CENTER 1/4 S25

S 75°08'27" E
146.52'

N 89°43'33" E
635.04'

S 75°08'27" E
511.26'

N 14°51'33" E
332.50'

3.20 ACRES

S 89°43'33" W
580.22'

S 00°14'26" E
187.50'

N 89°43'33" E
30.00'

N 00°14'26" W
469.15'

S 00°14'26" E
575.14'

N ROW OF I10 BUSINESS LOOP

N 46°19'28" E
100.00'

EASEMENT

R=11,359.16'
LONG CHORD N70°18'10"W 109.16'
BEARING TO RADIUS N19°25'18"E



SAN SIMON COTTON GIN EXHIBIT DWG

DRAWN DE

DATE: 5-7-15

SCALE: 1"=200'

PROJECT NO.