

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made and entered into this _____ day of _____, 2023 (the "Effective Date") by and between the City of Douglas, an Arizona municipal corporation ("Seller"), and Cox Communications Arizona, LLC, an Arizona limited liability corporation (the "Buyer"), on the following terms and conditions:

1. Sale and Purchase. Seller agrees to sell, and Buyer agrees to purchase that certain real property consisting of approximately 1.99 acres located on the north side of 11th Street approximately 820 feet west of Pan American Avenue, Douglas, Cochise County, Arizona, Assessor's Parcel No. 409-06-020T, legally described on Exhibit A attached hereto, together with all rights and easements appurtenant thereto (the "Property").

2. Escrow and Title Company. The Seller and Buyer shall open an escrow ("Escrow") with Pioneer Title Agency, 1065 F Ave Suite #6, Douglas, Arizona 85607, Attn: Candy Romo ("Title Company") to facilitate the consummation of the sale of the Property. This Agreement shall also serve as escrow instructions to the Title Company. The Seller and Buyer shall provide additional instructions reasonably requested by the Title Company in connection with opening the Escrow or otherwise facilitating the consummation of the sale of the Property, not inconsistent with the terms of this Agreement. In the event of any conflict or inconsistency between any additional Escrow Instructions requested by Title Company and this Agreement, the provisions of this Agreement shall prevail.

3. Purchase Price. The purchase price ("Purchase Price") that Buyer agrees to pay Seller for the Property shall be the sum of One Hundred Thirty Thousand and No/100 Dollars (\$130,000.00). The Purchase Price shall be paid as follows:

(a) Within five (5) days after the execution of this Agreement by Buyer and Seller, Buyer shall deposit with the Escrow Agent the sum of One Thousand and No/100 Dollars (\$1,000.00) as a down payment ("Down Payment") on the Purchase Price. If the transaction contemplated hereby is consummated in accordance with the terms and provisions hereof, the Down Payment shall be applied toward the Purchase Price at Closing.

(b) The balance of the Purchase Price shall be paid in cash or immediately available funds ("Cash Payment"), on or before the Close of Escrow.

4. Escrow Opening and Closing.

4.01 Opening of Escrow. The Title Company shall sign and date this Agreement on the space provided at the end of this Agreement, indicating that Escrow has been opened as of such date ("Opening of Escrow"), which date shall be the date at which Title Company has a fully executed Agreement and the Down Payment. The Title Company shall provide a copy of the fully executed Agreement to the Seller and Buyer within five (5) days of the Opening of Escrow.

4.02 Closing. The closing of this transaction (the "Closing" or "Close of Escrow") shall occur within thirty (30) days after the expiration of the Feasibility Period (defined in Section 6.02(b)) unless an extension is otherwise agreed to in writing by Seller. If the Closing

is delayed as a result, directly or indirectly, of Buyer's actions or inactions, and not by any action on the part of the City, the City may grant and extension and require Buyer to pay either (a) a liquidated damages assessment of \$200 per day for each day the Closing is extended; or (b) interest on the balance of the Purchase Price, whichever is greater. Interest shall be computed based on the yield of a 10-year United States Treasury maturities as reported by the Federal Reserve Board in Federal Reserve Statistical Release H.15 plus 1 ½ % rounded to the nearest 1/8% as of the date of this Agreement. Seller may impose additional terms and conditions to grant an extension of Closing.

5. Title; Survey.

5.01 Status of Title. Within ten (10) days after the Opening of Escrow, Title Company shall provide Buyer, at Seller's expense, a commitment for owner's policy of title insurance (the "Title Commitment") for the Property in the amount of the Purchase Price, issued by the Title Company disclosing all matters of record and other matters that Title Company has knowledge relating to the title to the Property, and a legible copy of each of the instruments and documents referred to in the Title Commitment, including those documents referenced as exceptions in the Title Commitment. Buyer shall have thirty (30) days after its receipt of the Title Commitment and the Survey (as hereinafter defined), or five (5) business days after the receipt of any updates or amendment thereto which causes the Title Commitment to disclose a new title exception that was not created or permitted by Buyer (each, a "Title Commitment Update"), to object in writing to Seller and Title Company to any matter shown thereon and any matters shown on a current survey obtained by Buyer (the "Survey"). If Buyer fails to object within the said period, the condition of title to the Property is deemed approved. If Buyer timely objects to any matter disclosed by the Title Commitment, any amendment thereto, or the Survey, Seller may, but is not obligated to, use reasonable efforts to cure such objection(s) (although in no event shall Seller be required to expend funds, other than for Unpermitted Liens (as hereinafter defined)) within ten (10) days thereafter. If, within such ten (10) day period, Seller is unsuccessful or responds in writing that it is unwilling to cure Buyer's objection(s), Buyer will have five (5) days following notice from Seller of its inability or unwillingness to cure in which Buyer shall elect by delivering written notice to Seller and Title Company either to (a) waive its objection(s) or (b) terminate this Agreement. If Buyer elects to terminate this Agreement under this Section, including any termination occurring pursuant to a Title Commitment Update up to and on Closing, Title Company shall immediately deliver the Down Payment to Buyer without further notice to or from Seller and neither party shall thereafter have any further rights or obligations under this Agreement except for those rights and obligations that survive the termination of this Agreement or the Close of Escrow as provided in this Agreement. Failure by Buyer to make a timely election shall constitute an election to terminate this Agreement. Failure by Seller to give any notice shall constitute Seller's election not to cure. Any title exceptions that have not been objected to or waived or deemed approved by Buyer, or which are caused by Buyer or its agents, shall be called "Permitted Title Exceptions". Notwithstanding anything else stated herein, in all events, at closing, Seller shall be obligated to satisfy and otherwise remove all monetary and financial liens (including, but not limited to, mechanic's liens or liens for delinquent unpaid taxes and assessments) caused directly or indirectly by Seller in existence at the time of execution of this Agreement or incurred by Seller on or before Closing hereunder (other than current taxes not yet due) ("Unpermitted Liens").

5.02 Title Policy. At Closing, Title Company shall furnish to Buyer a current ALTA extended coverage owner's policy of title insurance in the amount of the Purchase Price for the Property, insuring Buyer's title to the Property, subject only to the usually printed exceptions contained in such title insurance policies and those matters approved or deemed approved by Buyer pursuant to Section 5.01. The Buyer shall pay the cost of the premium for ALTA extended coverage owner's policy. If Buyer wants any endorsements, Buyer shall pay the cost of any endorsements requested by Buyer.

5.03 Survey. Seller shall provide Buyer with a copy of the most recent ALTA survey covering the Property that is in Seller's possession, if any. If Buyer desires an updated survey of the Property or if a survey is required to enable the Title Company to issue its title policy, it shall be Buyer's responsibility to obtain the survey at Buyer's cost.

6. Preliminary Due Diligence; Examination of Property

6.01 Within three (3) business days after the Opening of Escrow, Seller shall provide to Buyer the following information (the "Property Information"), to the extent the Property Information is in the Seller's actual possession or control: a survey including existing public reports, cross-access easements, drainage easements, ditch easements and/or utility easements/agreements, title report, flood zone status/Elevation Certificate, proof of legal access, septic system reports and permits, well documentation and water rights, Seller's existing title policy, if any, Phase 1 report or any other environmental studies or approvals related to current or past operations on the Property of which the Seller has knowledge, soil and archeological studies, tax information, Seller's Property Disclosure Statement, all written notices from any governmental or quasi-governmental authority of a violation of any law or regulation (including, without limitation, environmental laws) with respect to the Property (or any portion thereof) which remains uncured or with respect to the exercise by such authority of the right of condemnation or eminent domain, disclosure of all defects in the Property actually known to Seller, including, but not limited to, environmental, compaction, zoning, and other information Seller may have in its possession concerning the Property.

Seller makes no representation or warranty whatsoever regarding the Property Information, except that the Seller has no actual knowledge of any incorrect information contained therein (and such representation is made without investigation or review by the Seller of the Property Information). The Seller nor any of its council members, employees, attorneys, engineers, agents or representatives shall be deemed to make or have made any representation or warranty as to the adequacy, validity, accuracy, fitness for a particular purpose or completeness of the Property Information, and neither Seller nor any of its council members, employees, attorneys, engineers, agents or representatives shall have any liability resulting from the use of or reliance on the Property Information. If this transaction does not close for any reason, Buyer shall not use any Property Information provided to Buyer and shall destroy or return the same and any copies thereof to the Seller.

6.02 Examination of Property.

(a) Upon making prior arrangements with the Seller, Buyer, its agents or employees may enter upon the Property for the purposes of inspecting the Property, conducting environmental, soil, engineering, structural and other tests as Buyer may deem necessary. Buyer shall restore the affected portion of the Property to its condition prior to the performance of such studies or inspections. Buyer agrees to indemnify, defend and hold the Seller harmless for, from and against any liability and/or damages caused by Buyer in exercising the foregoing license (unless arising from Seller's gross negligence or willful misconduct), including, but not limited to any and all costs, expenses and attorneys' fees, through all mediation, arbitration, trial and appellate proceedings, and agrees that this obligation to indemnify shall survive any termination of this Agreement and the Closing. Notwithstanding the foregoing, Buyer shall not be liable merely for the discovery of a pre-existing condition at the Property. All expenses incurred in connection with the exercise of such license by Buyer shall be the responsibility of Buyer.

(b) The period between the Opening of Escrow and the date that is sixty (60) days thereafter shall be the feasibility period ("Feasibility Period"). Notwithstanding any provisions to the contrary, Buyer may terminate this Agreement for any reason, by either delivering written notice of such termination to Seller on or before last day of the Feasibility Period. If Buyer elects to terminate this Agreement on or before the expiration of the Feasibility Period, the Down Payment shall be returned to Buyer and neither party shall have any further rights or obligations hereunder except for those rights and obligations that survive termination of this Agreement.

7. "AS IS". Buyer acknowledges and agrees that upon Closing, Seller shall sell and convey the Property to Buyer and Buyer shall accept the Property "**AS IS, WHERE IS, WITH ALL FAULTS,**" except to the extent expressly provided otherwise in this Agreement or in the documents delivered by Seller at Closing. Except as expressly set forth in this Agreement or any document executed by Seller and delivered to Buyer at Closing, Buyer has not relied and will not rely on, and Seller has not made and is not liable for or bound by, any express or implied warranties, guarantees, statements, representations or information pertaining to the Property or relating thereto (including specifically, without limitation, the Property Information) made or furnished by Seller, or any property manager, real estate broker, agent or third party representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing. Buyer represents that it is a knowledgeable, experienced and sophisticated Buyer of real estate and that, except as expressly set forth in this Agreement, it is relying solely on its own expertise and that of Buyer's consultants in purchasing the Property and shall make an independent verification of the accuracy of any documents and information provided by Seller. Upon Closing, Buyer shall assume the risk that adverse matters, including, but not limited to, adverse physical or construction defects or adverse environmental, health or safety conditions, may not have been revealed by Buyer's inspections and investigations. Buyer hereby represents and warrants to Seller that Buyer is represented by legal counsel in connection with the transaction contemplated by this Agreement, or Buyer has waived its right to have legal counsel represent Buyer in this transaction. Buyer waives any and all rights or remedies it may have or be entitled to, deriving from disparity in size or from any significant disparate bargaining position in relation to Seller.

8. Remedies.

8.01 Seller's Remedies. In the event Buyer fails to perform its obligations pursuant to this Agreement for any reason except due to the Seller's default or failure to perform its obligations hereunder (and such failure continues for a period of ten (10) days following written notice to the Buyer), the Seller shall be entitled as its sole remedy to terminate this Agreement and retain the Down Payment. Nothing in this Section shall limit the Seller's right to recover attorneys' fees under Section 8.03 below.

8.02 Buyer's Remedies. If the Seller fails to perform any of its obligations under this Agreement prior to the Closing for any reason other than the default of Buyer or the termination of this Agreement (and such failure continues for a period of ten (10) days following written notice to the Seller), as Buyer's sole and exclusive remedy, Buyer may elect to: (i) waive the default and proceed to close this transaction; or (ii) pursue specific performance of this Agreement. As a condition precedent to Buyer's right to pursue specific performance under section (ii) above, Buyer shall (a) not be in default under this Agreement; and (b) file suit therefore in the Superior Court of Arizona in Cochise County, Arizona on or before 5:00 pm MST on or before the date that is sixty (60) business days immediately following the scheduled Closing Date. Nothing in this Section shall limit Buyer's right to recover attorneys' fees under Section 8.03 below.

8.03 Attorneys' Fees. In the event either party hereto is required to employ an attorney because of the other party's default, then the defaulting party shall pay the non-defaulting party's reasonable attorneys' fees incurred in the enforcement of this Agreement.

8.04 Waiver. Seller and Buyer waive the right to pursue consequential or punitive damages against the other.

9. Conditions Precedent to Seller's Obligations. The obligations of Seller under this Agreement are subject to the satisfaction, on or prior to the Closing, of the following conditions, all or any of which may be waived in writing by the Seller:

(a) All representations and warranties made by Buyer in this Agreement and in any written statements delivered to the Seller by Buyer under this Agreement shall be true and correct as of the Closing.

(b) Buyer shall have performed and complied with all obligations of Buyer required by this Agreement to be performed or complied with by Buyer on or prior to the Closing.

(c) All documents required to be delivered by Buyer on or prior to the Closing shall have been properly executed by Buyer and delivered to the Seller in form and substance reasonably satisfactory to Seller.

10. Conditions Precedent to Buyer's Obligations. The obligations of Buyer under this Agreement are subject to the satisfaction, on or prior to the Closing, of the following conditions, all or any of which may be waived in writing by Buyer:

(a) Seller shall convey all right, title and interest in the Property, free and clear of all encumbrances.

(b) Seller shall have performed and complied with all obligations of Seller required by this Agreement to be performed or complied with by Seller on or prior to the Closing.

(c) Each and all of Seller's representations and warranties set forth in this Agreement shall be true and correct at the Effective Date and on the date of Closing.

(d) Title Company shall be prepared to issue the title policy at Closing at its normal rates insuring Buyer, subject only to the Permitted Title Exceptions and requirements related to Buyer.

(e) There shall be no material adverse change in the condition of or affecting the Property not caused by Buyer between the time of Buyer's inspection of the Property prior to the expiration of the Inspection Period and the Closing Date, including, but not limited to (i) environmental contamination, (ii) access, (iii) the availability, adequacy and cost (other than Buyer's construction costs) of or for all utilities that will be necessary to serve Buyer's proposed development (including impact fees and "tap-in" fees), and (iv) any moratorium in place or threatened which would restrict or prevent Buyer from starting and continuing construction on Buyer's proposed project within ninety (90) days after the Closing Date.

(f) All documents required to be delivered by Seller on or prior to the Closing shall have been properly executed by Seller and delivered to the Buyer in form and substance reasonably satisfactory to Buyer and Title Company, as applicable.

11. Closing.

11.01 Closing Matters.

(a) At Closing, the Seller shall execute, deliver and acknowledge the following documents:

(i) A special warranty deed ("Deed") conveying the Property to Buyer, subject only to the Permitted Exceptions;

(ii) An affidavit, signed and acknowledged by the Seller under penalties of perjury, certifying that the Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign person within the meaning of Section 1445 and Section 7701 of the Internal Revenue Code of 1986 and the associated Treasury Regulations;

(iii) An affidavit of property value as required by law;

(iv) a closing statement prepared by the Title Company in form and substance mutually acceptable to Buyer and Seller;

(v) An affidavit of title or other affidavit customarily required of sellers by the Title Company to remove the standard exceptions from an owner's title insurance policy which are capable of being removed by such an affidavit;

(vi) Evidence in a form reasonably satisfactory to the Title Company of Seller's authority to convey the Property; and

(vii) Such other documents as are reasonably necessary to close and consummate the purchase and sale transaction contemplated by this Agreement.

(b) At Closing, Buyer shall:

(i) Deliver the Cash Payment to Seller;

(ii) Execute and deliver an affidavit of property value as required by law;

(iii) Execute and deliver such other documents as are reasonably necessary to close and consummate the purchase and sale transaction contemplated by this Agreement.

(c) Possession of the Property shall be delivered to Buyer at Closing.

11.02 Taxes. Buyer shall be responsible for all taxes (real and personal), fees and assessments as of and after the date of the Closing.

11.03 Closing Costs. All closing costs, including the premium for the title insurance policy, recording, escrow, and financing fees, will be paid by the Buyer. Except as otherwise provided in Section 8.03, each party shall be responsible for the payment of its own attorneys' fees incurred in connection with the transaction, which is the subject of this Agreement.

11.04 Commissions. Except as set forth herein, neither Seller nor Buyer have retained or engaged a real estate broker, commission agent, or any other person who is or may be entitled to payment of a commission or finder's fee or other compensation in connection with the transaction contemplated by this Agreement. Seller and Buyer shall indemnify, hold harmless and defend the other, its successors, and assigns for, from, and against any and all claims, demands, actions, costs and expenses, including reasonable attorney and accounting fees and court costs arising out of any claim by any real estate broker or other person claiming through the indemnifying party that such person is entitled to any commission or fee in connection with this transaction. The provisions of this Section 11.04 shall survive the Closing.

12. Seller's Warranties, Representations and Additional Covenants. Seller represents, warrants and covenants that:

(a) Seller is an Arizona municipal corporation, duly organized, validly existing and in good standing under the laws of the State of Arizona. Seller has full power, authority and legal right, and has obtained all necessary consents and approvals, to execute, deliver, and perform its obligations under this Agreement. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Seller and constitute Seller's legal, valid and binding obligation.

(b) Seller's execution, delivery and performance of its obligations under this Agreement will not conflict with or result in a breach of, or constitute a default under, any of the provisions of Seller's organizational documents or of any contract, instrument, law, government rule, regulation, judgment, decree or order to which Seller is a party or by which Seller is bound.

(c) To the best of Seller's knowledge and belief, there are no lawsuits pending or, threatened against or involving Seller or the Property that affect title.

(d) Seller has not received any notice of pending or threatened claims, condemnations, planned public improvements, annexation, special assessments, rezoning or other adverse claims affecting the Property.

As used in this Agreement, "To the best of Seller's knowledge" shall mean the actual, present knowledge of the current City Manager of the City at the time of signing this Agreement, Ana Urquijo, without making any independent investigations or inquiries and without the duties to do so, and specifically negating the doctrines of constructive or imputed notice or knowledge.

The foregoing representations are true, correct and complete, and the foregoing warranties are in full force and effect and binding on Seller, as of the date hereof, and shall be true and correct and in full force and effect, as the case may be, and deemed to have been reaffirmed and restated by Seller as of the date and time of the Closing. The representations and warranties contained in this Section 12 shall survive Closing but shall terminate six (6) months after the Close of Escrow, unless a suit is filed thereupon in a court of competent jurisdiction on or before the expiration of said six (6) month period. This Section 12 shall survive Closing.

13. Condemnation and Risk of Loss.

13.01 Condemnation. If, prior to Closing, any governmental authority, other than Seller, or other entity having condemnation authority shall institute an eminent domain proceeding or take any steps preliminary thereto (including the giving of any direct or indirect notice of intent to institute such proceedings) with regard to the Property, and the same is not dismissed on or before ten (10) days prior to Closing, Buyer shall be entitled either to terminate this Agreement upon written notice to Seller or to waive such right of termination and receive all such condemnation proceeds. In the event Buyer elects to terminate this Agreement under this Section 12.01, the Down Payment shall be returned to Buyer neither party to this Agreement shall thereafter have any further rights or obligations hereunder except for those rights and obligations that survive termination of this Agreement or the Closing as provided in this Agreement.

13.02 Risk of Loss. The risk of loss or damage to the Property and all liability to third persons until the Closing shall be borne by the Seller. Buyer shall assume all risks of loss or damage to the Property and all liability to third persons upon the Closing.

14. Miscellaneous.

14.01 Notices. Any and all notices, demands or requests required or permitted hereunder shall be in writing and shall be effective upon personal delivery or e-mail transmission or one (1) business day after being deposited with any commercial air courier or express service providing next day delivery, addressed as follows:

To the Seller: City of Douglas
Attn: Ana Urquijo, City Manager
425 E. 10th Street
Douglas, AZ 85607
Email: ana.urquijo@douglasaz.gov

With copy to: Denis M. Fitzgibbons, City Attorney
Fitzgibbons Law Offices, P.L.C.
1115 E. Cottonwood Lane, Suite 150
P.O. Box 11208
Casa Grande, Arizona 85130-0148
Email: denis@fitzgibbonslaw.com

To Buyer: Cox Communications Arizona, LLC
6305-B Peachtree Dunwoody Road
Atlanta, GA 30328
Email: JP.rubadou@coxinc.com

With copy to: Sheley, Hall & Williams, P.C.
303 Peachtree Street, Suite 4440
Atlanta, Georgia 30308
Attention: David L. Lester, Esq./Ann Kustoff, Esq.
Email: dlester@sheleyhall.com and akustoff@sheleyhall.com

Title Company: Pioneer Title Agency,
Attn: Candy Romo
1065 F Ave Suite #6
Douglas, Arizona 85607
Phone: (520) 364-4123
Email: candy.romo@pioneertitleagency.com

Buyer or Seller may change its address for notice by giving notice in the manner provided above. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any telephone numbers provided in this Agreement are for aiding informal communications only, and notices shall not be effective if provided orally.

14.02 Time of the Essence; Date of Performance. Time is of the essence of this Agreement, and Buyer and Seller hereby agree to perform each and every obligation hereunder in

a prompt and timely manner; provided, however, that if the date for the performance of any action or the giving of any notice which is required hereunder, occurs on a Saturday, Sunday or legal holiday, the date for performance or giving of notice shall be the next succeeding business day.

14.03 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be invalid or prohibited hereunder, such provision shall be ineffective to the extent of such prohibition or invalidation which shall not invalidate the remainder of such provision or the remaining provisions of this Agreement.

14.04 Waiver. The waiver by either party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted herein, nor shall same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

14.05 Entire Agreement. This Agreement, contains the entire agreement of the parties hereto with respect to the matters covered hereby, supersedes all prior agreements, arrangements and understandings between the parties, including without limitation, that certain Invitation for Bids #2023-F-005, and no other agreement, statement or promise made by either party hereto that is not contained herein shall be binding or valid. All exhibits to this Agreement are by this reference incorporated herein.

14.06 Amendments. This Agreement may be amended only by written document signed by each of the parties hereto.

14.07 Further Performance. Each party shall, whenever and as often as it shall be requested by the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents, as may be reasonably necessary in order to complete the sale, conveyance and transfer herein provided and to do any and all things as may be requested in order to carry out the intent and purpose of this Agreement.

14.08 Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A party's signature on this Agreement or any amendment hereto may be provided electronically scanned or by electronic signature and shall be effective upon transmission to the other party hereto.

14.09 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, devisees, personal and legal representatives, successors and assigns.

14.10 Governing Law; Venue. This Agreement shall be construed and interpreted under, and governed and enforced according to the laws of the State of Arizona, without giving effect to the principles of conflicts of law. The parties agree that should any court action be commenced relating to this Agreement, that the Cochise County Superior Court shall be the

appropriate and exclusive venue therefore. The parties expressly waive any and all provisions of law providing for a change of venue to any other state or federal court.

14.11 Dispute Resolution. In the event a dispute arises under this Agreement, Buyer and Seller agree that there shall be a thirty (30) day moratorium on litigation during which time the Buyer and the Seller agree to attempt to settle the dispute by non-binding mediation before commencement of litigation. The mediation shall be held under the Commercial Mediation Rules of the American Arbitration Association (“AAA”) but shall not be under the administration of the AAA unless agreed to by the Buyer and the Seller in writing, in which case all administrative fees shall be divided evenly between the Buyer and the Seller. The matter in dispute shall be submitted to a mediator mutually selected by Buyer and the Seller. If the Parties cannot agree upon the selection of a mediator within ten (10) business days, then within five (5) business days thereafter, the Buyer and the Seller shall request that the Presiding Judge of the Superior Court in and for the County of Cochise, State of Arizona, appoint the mediator. The mediator selected shall have at least ten (10) years of experience in mediating or arbitrating disputes relating to commercial property. The cost of any such mediation shall be divided equally between the Buyer and the Seller. The results of the mediation shall be nonbinding with either Buyer or the Seller free to initiate litigation upon the conclusion of the latter of the mediation or of the thirty (30) day moratorium on litigation. The mediation shall be completed in one day (or less) and shall be confidential, private, and otherwise governed by the provisions of A.R.S. § 12-2238, to the extent allowed by the Arizona Open Meetings Law, § 38-431 et. seq.

14.12 Headings and Construction. The headings set forth in this Agreement are inserted only for convenience and are not in any way to be construed as part of this Agreement or a limitation on the scope of the particular paragraph to which it refers. Where the context requires herein, the singular shall be construed as the plural, and neutral pronouns shall be construed as masculine and feminine pronouns, and vice versa. This Agreement shall be constructed according to its fair meaning and neither for nor against either party hereto.

14.13 Tax Reporting. Each party shall be responsible for filing all necessary information, reports, returns and statements (collectively, the "Tax Reports") regarding this transaction as required by the Code, including, without limitation, the Tax Reports required pursuant to Section 6045 of the Code.

14.14 Conflict of Interest. This Agreement is subject to the conflict of interest provisions set forth in A.R.S. Section 38-511.

14.15 Assignment. Buyer shall not have the right to assign its rights under this Agreement without the consent of Seller, which may be granted or withheld in Seller’s sole and absolute discretion; provided, however, Buyer may assign this Agreement without consent to any affiliate of Buyer.

[Signatures on following page]

IN WITNESS WHEREOF, Buyer and the Seller have executed this Agreement effective as of the date first written above.

SELLER:
CITY OF DOUGLAS, a municipal corporation

By: _____
Ana Urquijo City Manager

Attest:

Approved as to form:

By: _____
Alma Andrade,
City Clerk

By: _____
Denis M. Fitzgibbons
City Attorney

BUYER:

Cox Communications Arizona, LLC
An Arizona Limited Liability Corporation

By: _____

Its: _____

EXHIBIT A

Legal Description of the Property
(Assessor's Parcel No. 409-06-020T)

SUR TO A DEPTH OF 500' COM AT NW COR OF SEC 13 THN S0DEG 30MIN W453.17'
S89DEG 30MIN E33' S73DEG 32MIN E901.67' TO POB THN S73DEG 21MIN E238.75'
S16DEG 38MIN W364.94' N73DEG 21MIN W238.75' N16DEG 38MIN E364.94' TO POB
SEC 13 24-27 2.00AC