

1 RESOLUTION NO. \_\_\_\_\_

2 **RESOLUTION CONSENTING TO THE PURCHASE OF 2.9 ACRES OF REAL PROPERTY**  
3 **LOCATED AT THE NORTHEAST CORNER OF RANCHO DRIVE AND WEST BONANZA (APN**  
4 **139-29-715-005) AND 2.58 ACRES OF VACANT LAND AT 709-811 DIKE LANE, LAS VEGAS,**  
5 **NEVADA 89106 (APNS 139-29-704-007 THROUGH 014) FROM COX COMMUNICATIONS LAS**  
6 **VEGAS, INC., A DELAWARE CORPORATION (“SELLER”), TO THE CITY OF LAS VEGAS**  
7 **REDEVELOPMENT AGENCY (“AGENCY”) AND FINDING THAT THE PURCHASE IS IN THE**  
8 **BEST INTERESTS OF THE PUBLIC**

9 WHEREAS, Seller owns those certain parcels of real property located at the northeast corner of  
10 Rancho Drive and West Bonanza and 709-811 Dike Lane, Las Vegas, Nevada (APNs 139-29-715-005 and  
11 139-29-704-007 through 014) consisting of approximately 5.48 acres of vacant land (collectively, the  
12 “Property”); and

13 WHEREAS, the Agency adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the  
14 Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which  
15 Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11,  
16 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance  
17 5652 and on May 17, 2006, by Ordinance 5830, on December 16, 2015, by Ordinance 6448, and on February  
18 18, 2026, by Ordinance 6941 (the "Redevelopment Plan"); and

19 WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate  
20 boundaries of the City of Las Vegas (the “Redevelopment Area”) as in need of redevelopment in order to  
21 eliminate the environmental deficiencies and blight existing therein; and

22 WHEREAS, the Agency desires to purchase the Property under NRS 279 for the purposes of  
23 facilitating economic development and job creation within the City; and

24 WHEREAS, the purchase price for the Property is Three Million Four Hundred Ninety Thousand  
25 Five Hundred Forty and 00/100 Dollars (\$3,490,540.00); and

26 WHEREAS, the Agency has agreed to purchase the Property subject to the terms and conditions of  
the Purchase and Sale Agreement (the “PSA”) negotiated between the Seller and the Agency, which PSA is  
attached to this Resolution as Exhibit “A”; and

WHEREAS, the Agency has determined that the proposed purchase of the Property pursuant to the

1 PSA is for the purpose of economic development and is in the best interests of the Public and is in compliance  
2 with and in furtherance of the goals and objectives of the Redevelopment Plan; and

3 NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Agency that the  
4 Agreement is hereby approved and determined to be in compliance with and in furtherance of the goals and  
5 objectives of NRS 279 and the Redevelopment Plan, and the Chairperson of the Governing Board of the  
6 Agency is hereby authorized and directed to execute the PSA for and on behalf of the Agency, and each of  
7 the Chairperson of the Governing Board of the Agency and the Executive Director of the Agency is hereby  
8 authorized and directed to execute any and all additional documents and to perform any additional acts  
9 necessary to carry out the intent and purpose of the PSA.

10 THE FOREGOING RESOLUTION was PASSED, ADOPTED AND APPROVED THIS \_\_\_\_\_  
11 day of \_\_\_\_\_, 2026.

12 CITY OF LAS VEGAS REDEVELOPMENT AGENCY

13 BY \_\_\_\_\_  
14 SHELLEY BERKLEY, Chair

15 ATTEST:

16 \_\_\_\_\_  
17 DR. LUANN D. HOLMES, MMC  
18 Secretary

19 APPROVED AS TO FORM

20 *Sandra D. Turner* 5-5-26  
21 Counsel to Agency Date

22 **Sandra D. Turner**  
23 **Deputy City Attorney**

24  
25 Resolution No, RA-\_\_\_\_-2026  
26 Purchase and Sale Agreement  
NEC Rancho & Bonanza & Dike Lane  
Cox Communications Las Vegas, Inc.

RDA/City Council Meeting \_\_\_\_\_  
RDA Item \_\_\_\_ City Item \_\_\_\_

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**EXHIBIT A**  
**PURCHASE AND SALE AGREEMENT**

## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** (this “**Agreement**”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the “**Effective Date**”), by and between **COX COMMUNICATIONS LAS VEGAS, INC.**, a Delaware corporation (“**Seller**”), and the **CITY OF LAS VEGAS REDEVELOPMENT AGENCY**, a public body organized and existing under the community development laws of the State of Nevada (“**Purchaser**”).

### RECITALS:

**WHEREAS**, Seller is the owner of (a) that certain parcel of real property consisting of approximately 2.9 acres of land and known as Clark County, Nevada Assessor’s Parcel No. 139-29-715-005 and (b) those certain parcels of real property consisting of an approximate aggregate amount of 2.58 acres of land and known as Clark County, Nevada Assessor’s Parcel Nos. 139-29-704-007 through 139-29-704-014, all as more particularly described on Exhibit A attached hereto and made a part hereof (hereinafter referred to collectively as the “**Land**”); and

**WHEREAS**, Purchaser desires to purchase the Property (as hereinafter defined) from Seller, and Seller agrees to sell the Property to Purchaser, all in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE, IN CONSIDERATION** of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, Purchaser agrees to purchase from Seller, and Seller agrees to sell all of Seller’s right, title and interest, if any, in and to the following to Purchaser, all on the terms and conditions of this Agreement:

- (a) the Land;
- (b) any and all improvements located on the Land (the “**Improvements**”);
- (c) to the extent assignable and solely related to the Land, all easements, variances, water rights, mineral rights, and other rights appurtenant to the Land and Improvements;
- (d) all of Seller’s right, title, and interest in and to any public rights-of-way adjoining the Land or Improvements;
- (e) to the extent assignable by Seller and solely related to the Land and Improvements, any and all paid development fees, impact fee credits, water, sewer, or other utility tap rights, sewer reservation rights, paid meter or service fees, or other amounts that have been paid to any governmental authority in connection with any development of the Land or any utility service provided to the Land or Improvements; and
- (f) to the extent assignable by Seller, all licenses, permits, approvals, and entitlements relating solely to the Land or Improvements.

The property rights described in subsections (c), (d), (e), and (f) above are hereinafter collectively referred to as the “**Ancillary Property Interests**”. The Land, the Improvements, and the Ancillary Property Interests are hereinafter collectively referred to as the “**Property**”.

**SECTION 1. PURCHASE PRICE AND METHOD OF PAYMENT; EARNEST MONEY:**

1.01. **Purchase Price.** The purchase price for the Property shall be the sum of Three Million Four Hundred Ninety Thousand Five Hundred Forty and No/100ths Dollars (\$3,490,540.00) (the “**Purchase Price**”).

1.02. **Payment of Purchase Price.** Purchaser shall deposit the Purchase Price (subject to the adjustments, prorations and credits provided for herein) by wire transfer of funds into an escrow account with the Escrow Agent (as hereinafter defined) to be transferred to Seller at Closing (as hereinafter defined).

1.03. **Earnest Money.** Within three (3) Business Days (as hereinafter defined) following the Effective Date hereof, Purchaser shall deliver to First American Title Insurance Company having an address of 8311 W Sunset Road, Suite 100, Las Vegas, NV 89113, Attention: Kristin Ravelo, telephone number: (702) 251-5106, e-mail address: kravelo@firstam.com (“**Escrow Agent**”) the sum of One Hundred Twenty-Five Thousand and No/100ths Dollars (\$125,000.00) (the “**Earnest Money**”) by wire transfer. The Earnest Money shall be held in escrow by Escrow Agent pursuant to Section 23 hereof.

(a) The Earnest Money shall be refundable to Purchaser as follows:

(i) If Purchaser terminates this Agreement prior to the expiration of the Inspection Period pursuant to Section 4.01 below or pursuant to Section 2.02 below, Purchaser shall receive a refund of the Earnest Money, less the sum of \$100.00 which shall be non-refundable and shall be remitted by Escrow Agent to Seller (the “**Independent Consideration**”); and

(ii) If Purchaser does not terminate this Agreement prior to the expiration of the Inspection Period pursuant to Section 4.01 below, Purchaser shall receive a refund of the Earnest Money (less the Independent Consideration) only if (a) Purchaser terminates this Agreement pursuant to Section 6.03 below due to a default by Seller hereunder which remains uncured beyond any applicable notice and cure period, or (b) a material casualty or condemnation affecting the Property or any portion thereof occurs for which Purchaser is expressly granted the right to terminate this Agreement pursuant to Section 8 or Section 14 hereof.

(b) The Earnest Money shall be applied to the Purchase Price at Closing for the benefit of Purchaser or released as otherwise provided in this Agreement.

**SECTION 2. TITLE AND SURVEY:**

2.01. Purchaser shall obtain (a) a commitment for title insurance on the Land and Improvements (the “**Title Commitment**”) issued by Escrow Agent, together with copies of all items shown as exceptions to title therein, and (b) if Purchaser so elects, a survey of the Land and Improvements (the “**Survey**”), which shall be prepared by a Nevada licensed surveyor selected by Purchaser.

2.02. Purchaser shall have a period of thirty (30) days following the Effective Date (the “**Title Notice Period**”) in which to provide written notice to Seller of any matters shown by the Title Commitment or Survey which are not satisfactory to Purchaser (the “**Title Notice**”). If Purchaser timely delivers a Title Notice as aforesaid, then within five (5) days following Seller’s receipt thereof (“**Seller’s Reply Notice Period**”), Seller may provide Purchaser with written notice (the “**Seller’s Reply Notice**”) of those matters set forth in the Title Notice which Seller agrees to endeavor to cure or to cause to be cured. If Seller fails to provide a Seller’s Reply Notice within Seller’s Reply Notice Period, Seller shall be deemed to have refused to endeavor to cure any of such title or survey matters set forth in the Title Notice. Purchaser’s sole right with respect to those matters which Seller does not agree to endeavor to cure in Seller’s Reply Notice, or which Seller shall be deemed to have refused to endeavor to cure, shall be to elect by delivery of written notice to Seller prior to the expiration of the Inspection Period, (a) to waive such objections or (b) to terminate this Agreement, and receive a refund of the Earnest Money (less the Independent Consideration), whereby neither party shall have any further obligations or liabilities under this Agreement, except as expressly set forth herein. Purchaser’s election to waive such objections as provided, or its failure to timely deliver to Seller written notice of its election to either waive such objections or terminate this Agreement as required by the immediately preceding sentence, shall each be deemed to be Purchaser’s election to accept such title as Seller is able to convey without reduction in the Purchase Price, and all matters set forth in Purchaser’s Title Notice shall be deemed to be Permitted Exceptions for all purposes under this Agreement.

2.03. If Seller elects to endeavor to cure or cause to be cured any such title or survey matters identified in the Title Notice, Seller shall have a period of ten (10) days following the date of Seller’s Reply Notice to effect such cure (“**Seller’s Cure Period**”). Purchaser’s sole right with respect to any such matters which Seller agrees to endeavor, but subsequently fails, to cure within Seller’s Cure Period shall be to elect, prior to the expiration of the Inspection Period, to either (A) waive such objections or (B) terminate this Agreement. If Purchaser elects to terminate this Agreement pursuant to the immediately preceding sentence, Purchaser shall deliver to Seller written notice of such election prior to the expiration of the Inspection Period and promptly thereafter Escrow Agent shall refund the Earnest Money, except the Independent Consideration, to Purchaser and neither party shall have any further obligations or liabilities hereunder, except as otherwise provided herein. If Purchaser fails to deliver written notice of its election to terminate prior to the expiration of the Inspection Period, then Purchaser shall be deemed to have elected to accept such title as Seller is able to convey without reduction in the Purchase Price, and all such uncured matters identified in the Title Notice shall be deemed to be Permitted Exceptions for all purposes under this Agreement.

2.04. Notwithstanding anything herein to the contrary, if Purchaser fails to deliver the Title Notice to Seller prior to the expiration of the Title Notice Period, Purchaser shall be deemed to have waived its right to object to any matters of record with respect to the Property or any matters shown on the Survey (or which would have been shown on a survey had one been obtained), and all such matters shall constitute “**Permitted Exceptions**” under this Agreement. In addition, the following matters shall be deemed to be “Permitted Exceptions” for all purposes under this Agreement: (i) any matters set forth in the Title Commitment or on the Survey to which Purchaser does not object; (ii) those matters created by or to be assumed by Purchaser pursuant to the terms of this Agreement; (iii) those matters specifically identified elsewhere in this Agreement

as Permitted Exceptions; (iv) zoning ordinances; and (v) general and special real estate taxes and assessments that are a lien on the date of Closing, but are not yet due and payable.

### **SECTION 3. CONDITIONS PRECEDENT TO CLOSING:**

3.01. Notwithstanding anything stated to the contrary elsewhere in this Agreement, Purchaser's obligation to close the acquisition of the Property pursuant to this Agreement shall be conditioned on the following (collectively, the "**Purchaser Closing Conditions**"):

(a) No material default by Seller shall have occurred under this Agreement which remains uncured beyond any applicable notice and cure period.

(b) All of Seller's representations and warranties set forth in Section 7 below shall be true and correct in all material respects as of the Effective Date and at Closing.

(c) Seller shall have deposited or have caused to be deposited with the Escrow Agent all documents and funds required of Seller to be delivered hereunder.

3.02. Notwithstanding anything stated to the contrary elsewhere in this Agreement, Seller's obligation to close the sale of the Property pursuant to this Agreement shall be conditioned on the following (collectively, the "**Seller Closing Conditions**"):

(a) No material default by Purchaser shall have occurred under this Agreement which remains uncured beyond any applicable notice and cure period.

(b) All of Purchaser's representations and warranties set forth in Section 7.02 shall be true and correct in all material respects as of the Effective Date and at Closing.

(c) Purchaser shall have deposited or have caused to be deposited with the Escrow Agent all documents and funds required of Purchaser to be delivered hereunder.

3.03. If any of the Purchaser Closing Conditions have not been satisfied as of the Closing, Purchaser may (i) terminate this Agreement by written notice to Seller, and receive a full refund of the Earnest Money (less the Independent Consideration), whereby Purchaser and Seller shall have no further obligations or liabilities under this Agreement, except as expressly set forth herein, (ii) extend the outside date for the satisfaction of the condition by written notice to Seller for a reasonable period of time, not to exceed ten (10) days, to allow for the satisfaction of any such condition, or (iii) waive such conditions, in whole or in part, and consummate the Closing contemplated hereby. If the Purchaser elects to extend the Closing or due date for performance, and at the end of such extended period of time, the respective condition has still not been satisfied, Purchaser may elect to exercise the remedies set forth in items (i) or (iii) in the immediately preceding sentence.

3.04. If any of the Seller Closing Conditions have not been satisfied as of the Closing, Seller may (i) terminate this Agreement by written notice to Purchaser, in which event the Earnest Money shall be promptly remitted to Seller, whereby Purchaser and Seller shall have no further obligations or liabilities under this Agreement, except as expressly set forth herein, (ii) extend the outside date for the satisfaction of the condition by written notice to Purchaser for a reasonable

period of time, not to exceed ten (10) days, to allow for the satisfaction of any such condition, or (iii) waive such conditions, in whole or in part, and consummate the Closing contemplated hereby. If the Seller elects to extend the Closing or due date for performance, and at the end of such extended period of time, the respective condition has still not been satisfied, Seller may elect to exercise the remedies set forth in items (i) or (iii) in the immediately preceding sentence.

#### **SECTION 4. INSPECTIONS:**

4.01. Subject to the terms of this Agreement, for a period of forty-five (45) days from and after the Effective Date (the “**Inspection Period**”), Purchaser, its engineers, surveyors, agents and representatives shall have the right to go on the Property at reasonable hours to inspect and survey the Property and to conduct relevant studies for the development of the Property which, in the sole opinion of Purchaser, are necessary to determine the condition of the Property. Notwithstanding the foregoing, Purchaser shall not conduct a Phase II environmental survey or any other invasive testing of the Property, or any portion thereof, without obtaining Seller’s prior written consent in each case. In order to assist Purchaser in its inspections of the Property, Purchaser hereby acknowledges that, prior to the Effective Date, Seller has provided or made available to Purchaser the following items, to the extent existing and in Seller’s possession: (a) soil, engineering, drainage and environmental studies and reports; (b) existing platting documents, surveys and title policies and copies of title exceptions; (c) service contracts, leases, subleases, assignments and amendments thereto, leasing commission agreements, rent roll, equipment licenses, equipment leases, and warranties, if any; (d) management agreements, licenses, permits; (e) copies of the original deed(s); (f) water and sewer participation fee information, if any; and (g) any other non-proprietary studies, surveys, or reports related to the Property. On or prior to the expiration of the Inspection Period, Purchaser shall have the right to terminate this Agreement for any reason or no reason by delivering written notice to the Seller, in which event the Purchaser shall receive a full refund of all the Earnest Money, less the Independent Consideration.

4.02. Purchaser shall (i) indemnify, defend and hold Seller harmless from and against any and all liability, claims, demands, fees, costs, damages or expenses of any kind, including attorneys’ fees, caused by, or in any manner directly relating to, Purchaser’s entry upon the Property, the making of any tests and investigations by or on behalf of Purchaser, and for any damages to the Property caused thereby, and (ii) restore the Property as nearly as practicable to the condition existing immediately prior to the performance of such tests and investigations. Nothing in this Section 4.02 shall be deemed a waiver of or a limitation on Purchaser’s rights under NRS 41.035, including any successor statute, or similar statute with respect to tort actions. Sections 4.02(i) and (ii) shall survive the termination of the transactions contemplated by this Agreement and Section 4.02(i) shall survive the Closing.

4.03. Upon termination of this Agreement for any reason other than Closing or a Seller default in accordance with Section 6.03 below, Purchaser shall promptly return to Seller any and all documents, information and property of Seller in Purchaser’s possession and, upon written request from Seller, shall also deliver to Seller copies of all surveys, tests and investigations prepared by or for the benefit of Purchaser in connection with the Property pursuant to this Agreement, excluding any internal memoranda, financial analyses or attorney-client privileged material. Any such materials shall be delivered by Purchaser to Seller AS IS, without any representation or warranty. This Section 4.03 shall survive the termination of this Agreement.

## SECTION 5. CLOSING:

5.01. Provided that the Purchaser Closing Conditions and Seller Closing Conditions have been satisfied or waived pursuant to Section 3 above, Purchaser and Seller shall consummate and close the purchase and sale contemplated by this Agreement (the "**Closing**") on or before the date which is fifteen (15) days following the expiration of the Inspection Period (the "**Closing Date**"). Closing shall take place through the execution and exchange, via overnight delivery or courier delivery, of the original documents, instruments and agreements herein contemplated. If a performance deadline or date contained herein including, but not limited to, the expiration of the Inspection Period and/or the Closing Date falls on a non-Business Day, such date or deadline, as applicable, shall occur on the next Business Day. The term "**Business Day**" shall mean any day, except a Saturday or Sunday, on which Wells Fargo Bank, National Association, or its successor, is open for business; provided, however, that for Purchaser, Business Day shall not include any Friday as Purchaser's business operations are closed on Fridays. Possession of the Property shall be granted to Purchaser at Closing.

5.02. At Closing, Seller shall execute and deliver to Purchaser a grant, bargain, and sale deed (the "**Grant Deed**"), in the form attached hereto as Exhibit B, conveying the Property to Purchaser, free and clear of all liens, claims and encumbrances included in Purchaser's Title Notice except for Permitted Exceptions.

5.03. At Closing, Seller shall pay one-half (1/2) of the real property transfer tax applicable to the subject transaction, if any, and Seller shall execute and deliver any affidavit required by the State of Nevada to substantiate the amount due for such transfer tax, if necessary.

5.04. At Closing, all ad valorem taxes due and payable on the Property for the calendar year in which the sale is closed shall be prorated by and between Seller and Purchaser as of the Closing Date on the basis of the most recently issued tax bill for the Property. If the previous year's tax bill is used for purposes of proration (as may be adjusted based on the preceding sentence), and the ad valorem taxes for the Property, as reflected on the current year's tax bill reflect a higher tax amount than the amount prorated at Closing, Seller and Purchaser shall re-prorate such taxes post-Closing, and Seller shall reimburse Purchaser for its share of the increased taxes within thirty (30) days following receipt of notice from Purchaser of Seller's share. Notwithstanding the foregoing, if Purchaser shall fail to notify Seller of Seller's share of such re-prorated taxes within ninety (90) days following Purchaser's receipt of the current year's tax bill, then such obligation to re-prorate taxes under this Section 5.04 shall be deemed null and void. Any unpaid assessments shall be prorated as of Closing for the calendar year in which the sale is closed. The provisions of this Section 5.04 shall survive Closing.

5.05. At Closing, Seller shall deliver an affidavit regarding the nonforeign status of seller pursuant to Internal Revenue Code Section 1445.

5.06. At Closing, Seller shall execute and deliver to Escrow Agent an owner's affidavit in a form reasonably acceptable to Escrow Agent, an affidavit regarding commercial real estate brokers, if necessary, in customary form and a certificate regarding IRS 1099 reporting requirements in customary form.

5.07. At Closing, Purchaser and Seller have a mutual obligation to deliver a duly executed closing statement (the “**Closing Statement**”), prepared by Escrow Agent, setting forth the Purchase Price and all amounts charged against Seller and Purchaser pursuant to the terms of this Agreement.

5.08. Any and all utility charges and assessments not yet due and payable pertaining to the Property shall be prorated at Closing as of the Closing Date. Seller shall pay any due and payable utility charges and assessments pertaining to the Property with respect to periods prior to the Closing Date on or before Closing. The provisions of this Section 5.08 shall survive Closing.

5.09. At Closing, Seller and Purchaser shall execute and deliver an assignment and assumption agreement, in the form attached hereto as Exhibit C (the “**Assignment and Assumption Agreement**”) of any permits, warranties, and intangibles with respect to the Property, excluding Seller’s Intellectual Property. For purposes of this Section 5.09, “**Intellectual Property**” shall mean Seller’s rights and interests in any (i) patents; (ii) marks; (iii) copyrights; (iv) trade secrets; (v) trade names; and (vi) confidential technology.

5.10. Purchaser shall pay one-half (1/2) of the real property transfer tax applicable to the subject transaction, if any, the cost of any endorsements to the owner’s title insurance policy, the cost of the Survey, if any, intangibles taxes, if applicable, and, except as set forth below, one-half of the amount of any and all recording fees for all documents pertaining to this transaction. Seller shall pay the premium for the owner’s title insurance policy, one-half of the cost of any and all recording fees for all documents pertaining to this transaction, and recording fees for any instruments pertaining to title defects that Seller is successful in effecting a cure pursuant to Section 2 hereof.

5.11. Purchaser and Seller shall each pay one-half (1/2) of any escrow or closing fees which may be charged by the Escrow Agent at Closing.

5.12. Purchaser and Seller shall each pay their respective legal fees and their respective incidental expenses incurred in connection with the acquisition of the Property.

5.13. Seller shall deliver to the Title Company any and all authority documents and/or certificates reasonably required by the Title Company.

5.14. After Closing, Purchaser and Seller shall deliver to each other such additional materials that may be reasonably requested by either of them in connection with the consummation of the purchase and sale of the Property, in accordance with the terms and conditions of this Agreement. The provisions of this Section 5.14 shall survive the Closing.

## **SECTION 6. DEFAULT AND REMEDY:**

6.01. If a default or a breach of warranty or representation contained in this Agreement occurs, then prior to the exercise of the rights hereinafter provided to either party, the defaulting party shall be entitled to written notice of the specific default or breach and to ten (10) calendar days after the receipt of that written notice in which to cure said default or breach. If such default or breach is not corrected within such ten (10) day period, then an event of default shall have occurred and the parties shall be entitled to the rights and remedies hereinafter set forth.

6.02. If the transaction for the sale and purchase of the Property is not consummated because of a default of Purchaser that remains uncured after the expiration of any applicable cure or grace period, Seller may terminate this Agreement and the Earnest Money shall be paid to Seller as full liquidated damages, which shall be Seller's sole and exclusive remedy for such default of Purchaser. The parties hereto acknowledge that (a) it is impossible to estimate more precisely the damages to be suffered by Seller upon Purchaser's default, (b) the amount of the Earnest Money is a pre-estimate or best estimate of the probable loss or damages to Seller in the event of Purchaser's default, and (c) the Earnest Money is intended not as a penalty, but as full liquidated damages. Seller hereby specifically waives any remedy of specific performance or damages other than liquidated damages as provided for herein available to Seller by reason of Purchaser's default hereunder.

6.03. If the transaction for the sale and purchase of the Property is not consummated because of a default by Seller, then Purchaser shall have the right, as Purchaser's sole and exclusive remedies, to either: (a) terminate this Agreement by written notice to Seller, and receive a full refund of the Earnest Money, less the Independent Consideration, whereupon Purchaser and Seller shall have no further obligations or liabilities under this Agreement except those obligation which expressly survive the expiration or termination of this Agreement, or (b) seek specific performance of this Agreement by filing suit therefor no later than ninety (90) days following the date that Closing would have occurred absent Seller's default.

## **SECTION 7. REPRESENTATIONS AND WARRANTIES:**

7.01. Seller hereby represents and warrants to Purchaser as of the Effective Date and as of Closing that:

(a) Seller is a corporation duly organized and validly existing under the laws of the State of Delaware. Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Seller warrants that it has disclosed, on the form attached hereto as Exhibit D, all principals, including partners or members, of Seller, as well as all persons and entities holding more than one percent (1%) interest in Seller or any principal, partner or member of Seller. Seller shall provide Purchaser with written notification of any material change in the above disclosure within fifteen (15) days of any such change at any time prior to the Closing;

(b) Seller is duly authorized to transact business in and is in good standing in the State of Nevada;

(c) Seller has full power and authority to execute and deliver this Agreement and perform all of its obligations hereunder;

(d) all consents, authorizations, and approvals which may be required in order for Seller to enter into this Agreement or consummate the transactions contemplated hereby, including, without limitation, any necessary partner or board of directors approvals, have been obtained;

(e) the person executing this Agreement on behalf Seller has been duly authorized and empowered to bind Seller to this Agreement;

(f) this Agreement constitutes the valid and binding agreement of Seller and is enforceable against Seller in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws or regulations presently or hereinafter in effect which affect the enforcement of creditors' rights generally;

(g) To Seller's actual knowledge, no condemnation, eminent domain or similar proceedings have been instituted or threatened against the Property;

(h) To Seller's actual knowledge, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against the Property or against Seller which would inhibit Seller's ability to perform its obligations under this Agreement;

(i) To Seller's actual knowledge, the execution, delivery and performance of this Agreement by Seller will not (i) conflict with or be in contravention of any provision of law, order, rule or regulation applicable to Seller or the Property; or (ii) result in any lien, charge or encumbrance of any nature on the Site other than as permitted by this Agreement;

(j) Seller is not acting, directly or indirectly, for or on behalf of any person named by the United States Treasury Department as a Specifically Designated National and Blocked Person, or for or on behalf of any Person designated in Executive Order 13224 as a Person who commits, threatens to commit, or supports terrorism. Seller is not engaged in the transaction contemplated by this Agreement directly or indirectly on behalf of, or facilitating such transaction directly or indirectly on behalf of, any such person;

(k) Any and all uses of the phrase, "**to Seller's knowledge**" or other references to Seller's knowledge in this Agreement, shall mean the actual, present, conscious knowledge of \_\_\_\_\_, who is the person most knowledgeable about the Property for Seller, as to a fact at the time given without any investigation or inquiry;

Seller shall promptly notify Purchaser in writing of any event or condition which occurs or becomes known to Seller prior to Closing hereunder and which causes or could reasonably be anticipated to cause a material change in the facts relating to, or the truth of, any of the representations and warranties contained in this Section.

7.02. Purchaser hereby represents and warrants to Seller as of the Effective Date and as of Closing that:

(a) Purchaser is a public body organized and existing under the community development laws of the State of Nevada;

(b) Purchaser has full power and authority to execute and deliver this Agreement and perform all of its obligations hereunder;

(c) all consents, authorizations, and approvals which may be required in order for Purchaser to enter into this Agreement or consummate the transactions contemplated hereby, have been obtained;

(d) the person executing this Agreement on behalf Purchaser has been duly authorized and empowered to bind Purchaser to this Agreement and that Purchaser has authorized the Real Estate Manager and City Manager for the City of Las Vegas to execute any documents, as approved as to form by the City of Las Vegas City Attorney, related to the conveyance of the Property and to finalize this transaction; and that the Mayor for the City of Las Vegas is authorized to execute the Grant Deed to convey the Property; and

(e) this Agreement constitutes the valid and binding agreement of Purchaser and is enforceable against Purchaser in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws or regulations presently or hereinafter in effect which affect the enforcement of creditors' rights generally,.

Purchaser shall promptly notify Seller in writing of any event or condition which occurs or becomes known to Purchaser prior to Closing hereunder and which causes or could reasonably be anticipated to cause a material change in the facts relating to, or the truth of, any of the representations and warranties contained in this Section, subject to disclosure of any changes in facts or circumstances which may have occurred since the date hereof.

7.03. The representations of warranties of Seller and Purchaser set forth in this Section 7 shall survive Closing for a period of one (1) year from the Closing Date. Notwithstanding any term or provision herein to the contrary, Seller's liability with respect to a breach of Seller's representations and warranties contained in this Section 7 shall not exceed Five Hundred and No/100ths Dollars (\$500,000.00); provided, however, that such cap shall not apply to claims arising from (i) Seller's fraud, willful misconduct, or intentional misrepresentation or (ii) Seller's breach of any representation or warranty which may result in Purchaser being obligated to convey the Property or pay the value of the Property to any party, including without limitation, Seller.

**SECTION 8. CASUALTY:** Prior to Closing, the risk of loss for any casualty affecting the Property shall remain upon Seller. Seller agrees to give written notice to Purchaser of any casualty affecting the Property within ten (10) Business Days of the date of the casualty. If prior to Closing all or any part of the Property is damaged or destroyed and the cost of repair or restoration, as reasonably determined by Seller's architect, exceeds One Million and 00/100 Dollars (\$1,000,000.00) (a "**Casualty**"), then either Purchaser or Seller, by written notice to other given within twenty (20) Business Days of Seller's written notice to Purchaser of the Casualty, or if earlier, the Closing Date (provided Purchaser's has received written notice of the Casualty), may elect to terminate this Agreement, whereupon the Earnest Money (less the Independent Consideration) shall be refunded promptly to Purchaser, and Purchaser and Seller shall have no further obligations or liabilities hereunder, except as expressly set forth in this Agreement. If neither party has the right to terminate this Agreement following a Casualty as set forth above, then this Agreement shall remain in full force and effect and the conveyance of the Property contemplated herein shall be effected and Seller shall assign to Purchaser at Closing the insurance proceeds to be received by Seller arising from such casualty, and pay to Purchaser at Closing the amount of any deductible under applicable insurance policies, with no further adjustments between the parties.

**SECTION 9. PROPERTY CONDITION:** From and after the Effective Date of this Agreement through and including the Closing, Seller shall cause the Property to be maintained, in all material respects, in the same manner the Property has been maintained prior to the Effective Date. Seller shall deliver the Property to Purchaser at Closing in the same condition as on the Effective Date, normal wear and tear and damage by Casualty and Condemnation (as hereinafter defined) excepted. Subject to the terms and conditions contained herein, Seller shall not (i) convey, transfer, lease, encumber, pledge or assign the Property or any right or interest therein or grant any easement, lien or encumbrance thereon between the Effective Date and Closing without first obtaining Purchaser's written consent, which consent may be withheld in Purchaser's sole and absolute discretion or (ii) not enter into any new lease, sub-lease, service contract, or any other agreement that would be binding on the Property after the Closing without first obtaining Purchaser's written consent, which consent may be withheld in Purchaser's sole and absolute discretion. During the term of this Agreement, Seller shall not seek any change in the current zoning classification of the Property or any variances with respect thereto without the prior written consent of Purchaser, which consent may be withheld in Purchaser's sole and absolute discretion.

**SECTION 10. ASSIGNMENT:** This Agreement may not be assigned by Purchaser without the prior written consent of Seller, which consent shall not be unreasonably withheld; provided, however, that Purchaser may assign this Agreement to the City of Las Vegas without Seller's consent.

**SECTION 11. TIME:** Time is of the essence of this Agreement.

**SECTION 12. ENTIRE AGREEMENT; GOVERNING LAW; VENUE:** This Agreement is the entire agreement between Purchaser and Seller, and there are no oral or other written agreements or representations directly or indirectly connected with this Agreement. This Agreement shall be construed under the laws of the State of Nevada and the rights and obligations of the parties will be governed and determined according to the laws of the State of Nevada. Any action or proceedings against any of the parties hereto relating in any way to this Agreement or the subject matter hereof shall be brought and enforced exclusively in the competent state or federal courts of Nevada, County of Clark, and the parties hereto consent to the exclusive jurisdiction of such courts in respect of such action or proceeding.

**SECTION 13. NOTICES:** Any notice required or permitted to be given hereunder shall be in writing, and shall be deemed to be received when (i) hand-delivered to the applicable addresses set forth below, (ii) one (1) Business Day after pickup of such notice by Federal Express, UPS, or similar overnight express delivery service if such notice is properly addressed to the applicable party and postage paid, or (iii) when delivered by email transmission upon receipt of electronic confirmation that such notices were delivered to the parties at the email addresses below. Any notice sent by email must also be sent by another means of delivery provided herein within five (5) days of delivery of the email notification, but shall nonetheless be effective as of the date of the delivery by email as provided herein. If any party provides for a copy (or copies) of such notice to be delivered as set forth below, notice to such party shall be deemed given only in the event such copy (or copies) is/are also deemed received.

If to Purchaser: City of Las Vegas Redevelopment Agency  
495 S. Main St., 6<sup>th</sup> Floor  
Las Vegas, NV 89101  
Attention: Director, Economic and Urban Development  
Email: dbabsky@lasvegsanevada.gov

With a copy to: City Attorney's Office  
City of Las Vegas  
495 S. Main St., 6<sup>th</sup> Floor  
Las Vegas, NV 89101  
Attention: Assistant City Attorney  
Email: jridilla@lasvegasnevada.gov

If to Seller: Cox Communications Las Vegas, Inc.  
6205-A Peachtree-Dunwoody Road  
Atlanta, GA 30328  
Attention: Leslie Claxton  
Email: leslie.claxton@coxinc.com

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

If to Escrow Agent: First American Title Company  
8311 W. Sunset Road  
Suite 100  
Las Vegas, NV 89113  
Attn: Kristin Ravelo  
Email: kravelo@firstam.com

**SECTION 14. CONDEMNATION:** Seller agrees to give written notice to Purchaser of any action, condemnation or other proceeding threatened, pending or instituted for condemnation or other taking of all or any part of the Property by a body having the power of eminent domain (each, a "**Condemnation**") within ten (10) Business Days of Seller having knowledge of such action or proceeding. If, prior to Closing, all or a material part of the Property, the loss of which will materially adversely affect the operation of the Property as it existed on the Effective Date, is subject to or taken by a Condemnation, or sale in lieu thereof, then Purchaser, by written notice to Seller given within ten (10) Business Days following the date of Purchaser's receipt of Seller's written notice of such Condemnation, or if earlier, the Closing Date, may elect to terminate this Agreement by written notice to Seller, and receive a full refund of the Earnest Money (less the Independent Consideration), whereby Purchaser shall have no further obligations or liabilities relating to the Property subject to such termination, except as expressly set forth herein. If Purchaser does not elect to terminate this Agreement following any notice of a Condemnation of the Property within said ten (10) Business Day period, or if earlier, the Closing Date, then this

Agreement shall remain in full force and effect, and Seller shall assign, transfer, and set over to Purchaser all of Seller's right, title and interest in and to any awards that have been or that may thereafter be made for any such taking or sale in lieu thereof, in consideration of the Purchase Price. Seller agrees to allow Purchaser to cooperate in any negotiations for any Condemnation of the Property and, post Closing, Purchaser shall have sole authority and right to negotiate and receive any Condemnation award.

**SECTION 15. REAL ESTATE COMMISSIONS:** Purchaser acknowledges and agrees, and represents and warrants to Seller, that Purchaser is not represented by a broker or agent in connection with this Agreement. Seller acknowledges and agrees, and represents and warrants to Purchaser, that no broker has represented either Seller or Purchaser in connection with this Agreement. Seller shall and does hereby hold Purchaser harmless from, and shall and does hereby indemnify Purchaser against, any and all commissions, fees and expenses due and payable to, or claimed by, any broker claiming by, through or under Seller. Purchaser shall and does hereby hold Seller harmless from, and shall and does hereby indemnify Seller against, any and all commissions, fees and expenses due and payable to, or claimed by, any broker claiming by, through or under Purchaser. This Section 15 shall survive the Closing or earlier termination of this Agreement.

**SECTION 16. COUNTERPARTS; ELECTRONIC SIGNATURES.** This Agreement may be executed in counterparts, each of which (subject to the following sentence), when fully executed, shall be deemed an original, and all of which shall be but one agreement. Seller expressly agrees that if the signature of Purchaser and/or Seller on this Agreement or any counterpart of this Agreement is not an original, but is a digital, mechanical, or electronic reproduction (such as, but not limited to, a photocopy, fax, email, PDF, Adobe image, jpeg, telegram, telex, or telecopy), then, such digital, mechanical, or electronic reproduction shall be as enforceable, valid, and binding as, and the legal equivalent to, an authentic and traditional ink-on-paper original wet signature penned manually by its signatory; provided, however, that each party agrees to provide to the other party, upon written request, an original wet signature to this Agreement. By execution of this Agreement, Seller acknowledges that it has received Purchaser's request for an original wet signature to this Agreement. If there is any conflict between any of such counterparts, the original or copy hereof held by Purchaser, including all exhibits thereto, shall control.

**SECTION 17. RECITALS.** The Recitals set forth in the beginning of this Agreement are hereby incorporated herein by this reference as if set forth in full and made a part of this Agreement.

**SECTION 18. MISCELLANEOUS.**

18.01. No waiver of any breach of any covenant or provisions contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

18.02. Headings at the beginning of each article and section are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular will include the plural and the masculine will include the feminine and

vice versa. This Agreement will not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. All exhibits and schedules referred to in this Agreement are attached and incorporated by this reference, and any capitalized term used in any exhibit or schedule which is not defined in such exhibit or schedule will have the meaning attributable to such term in the body of this Agreement. If the date on which Purchaser or Seller is required to take any action under the terms of this Agreement is not a Business Day, the action will be taken on the next succeeding Business Day.

18.03. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all of the other conditions and provisions of this Agreement will nevertheless remain in full force and effect, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any adverse manner to either party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to reflect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

18.04. No amendment to this Agreement, no waiver of compliance with any provision or condition hereof, and no consent provided for herein will be effective unless evidenced by an instrument in writing executed by both parties; and with regard to Purchaser by (i) the Mayor of the City of Las Vegas, with City Council approval, if the modification, alteration, or revision will require Purchaser to expend more than \$50,000 to carry out the change, or (ii) the City Manager or Real Estate Manager for the City of Las Vegas, if the modification, alteration, or revision will require Purchaser to expend less than \$50,000 to carry out the change, or merely revises the language of the Agreement without any impact on the amount of funds required of Purchaser.

18.05. Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the parties hereto partners or joint venturers, it being the intention of the parties to merely create the relationship of Seller and Purchaser with respect to the Property to be conveyed as contemplated hereby.

**18.06. SELLER AND PURCHASER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO, THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 18.05 SHALL SURVIVE THE CLOSING OR TERMINATION HEREOF.**

18.07. All parties acknowledge and agree that they have been represented by counsel and that each of the parties has participated in the drafting of this Agreement. Accordingly, it is the intention and agreement of the parties that the language, terms and conditions of this Agreement are not to be construed in any way against or in favor of any party hereto by reason of the responsibilities in connection with the preparation of this Agreement.

18.08. Seller is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Seller's records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Agreement and all supporting documents are deemed to be public records.

18.09. Notwithstanding any provision in this Agreement to the contrary, neither party will be liable to the other party for consequential damages, such as lost profits or interruption of the other party's business.

18.10. Either Purchaser or Seller may elect to avail themselves of the benefits of Section 1031 of the Internal Revenue Code of 1986, as amended, relating to tax-deferred exchange treatment of this transaction. In such event, the other party agrees to cooperate with the electing party so long as such cooperation does not result in additional cost to the cooperating party, will not delay the closing of this transaction and does not require the cooperating party to take title to any property other than the Property.

18.11. Neither Seller nor Purchaser will knowingly permit anyone to pay bribes to anyone for any reason, whether in dealings with governments or the private sector, or otherwise violate any applicable anti-corruption laws in performing under this Agreement.

**SECTION 19. NO OUTSIDE REPRESENTATIONS. EXCEPTING ANY REPRESENTATIONS OR WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, IF ANY, PURCHASER WARRANTS AND ACKNOWLEDGES TO AND AGREES WITH SELLER THAT PURCHASER IS PURCHASING THE PROPERTY IN ITS "AS-IS, WHERE IS" CONDITION "WITH ALL FAULTS" AS OF THE CLOSING DATE AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, OR ANY OTHER WARRANTY OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER. SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, STRUCTURAL INTEGRITY, SOIL AND GEOLOGY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, INCLUDING THE POSSIBILITIES FOR FUTURE DEVELOPMENT OF THE PROPERTY; (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (H) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, UNDER, OR ADJACENT TO THE PROPERTY OR ANY OTHER ENVIRONMENTAL MATTER OR CONDITION OF THE PROPERTY; (I) THE ACCURACY OR COMPLETENESS OF ANY OF THE INFORMATION, DATA, MATERIALS OR CONCLUSIONS CONTAINED IN ANY OF THE INFORMATION PROVIDED TO PURCHASER; OR (J) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT.**

**PURCHASER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. EXCEPTING ANY REPRESENTATIONS OR WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER THIRD PARTY. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT PURCHASER IS A SOPHISTICATED AND EXPERIENCED PURCHASER OF PROPERTIES SUCH AS THE PROPERTY AND HAS BEEN DULY REPRESENTED BY COUNSEL IF SO DESIRED IN CONNECTION WITH THE NEGOTIATION OF THIS AGREEMENT, AND THAT THE INSPECTION PERIOD WILL HAVE AFFORDED PURCHASER THE OPPORTUNITY TO MAKE SUCH INSPECTIONS (OR HAVE SUCH INSPECTIONS MADE BY CONSULTANTS) AS THEY OR IT DESIRES OF THE PROPERTY AND ALL FACTORS RELEVANT TO ITS USE, INCLUDING, WITHOUT LIMITATION, THE INTERIOR, EXTERIOR, AND STRUCTURE OF THE BUILDING, AND THE CONDITION OF SOILS AND SUBSURFACES. SELLER HAS MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE ANY OF THE PROPERTY.**

**SECTION 20. INTENTIONALLY OMITTED.**

**SECTION 21. SELLER'S LIMITED LIABILITY. THIS AGREEMENT IS EXECUTED BY SELLER'S OFFICER WHO IS NOT ACTING ON THAT OFFICER'S OWN BEHALF, BUT SOLELY ON BEHALF OF SELLER. THIS AGREEMENT IS NOT BINDING UPON, NOR SHALL RESORT BE HAD TO THE PRIVATE PROPERTY OF ANY OF SELLER'S PARTNERS, MEMBERS, OFFICERS, ADVISORS, EMPLOYEES, OR AGENTS. THE LIMITATION ON LIABILITY CONTAINED IN THIS SECTION SHALL APPLY TO THIS AGREEMENT AND THE CLOSING DOCUMENTS.**

**SECTION 22. ESCROW AGENT.** Escrow Agent shall hold the Earnest Money in accordance with the terms and provisions of this Agreement, subject to the following:

22.01. Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement and no implied duties or obligations shall be read into this Agreement against Escrow Agent.

22.02. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes, and any statement or assertion contained in such writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instrument in connection with the provisions of this Agreement has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited in escrow, nor as to the identity, authority, or right of any person executing the same, and Escrow Agent's duties under this

Agreement shall be limited to those provided in this Agreement. Upon receipt by Escrow Agent from either Purchaser or Seller (the “**Notifying Party**”) of any notice or request (the “**Escrow Demand**”) to perform any act or disburse any portion of the monies held by Escrow Agent under the terms of this Agreement, Escrow Agent shall give written notice to the other party (the “**Notified Party**”). If within seven (7) days after the giving of such notice, Escrow Agent does not receive any written objection to the Escrow Demand from the Notified Party, Escrow Agent shall comply with the Escrow Demand. If Escrow Agent does receive written objection from the Notified Party in a timely manner, Escrow Agent shall take no further action until the dispute between the parties has been resolved. Notwithstanding the foregoing, if Purchaser terminates this Agreement prior to the expiration of the Inspection Period, Seller shall have no right to object to Escrow Agents disbursement of the Earnest Money to Purchaser in accordance with the terms of this Agreement and therefore in any such event Escrow Agent shall promptly deliver the Earnest Money to Purchaser.

22.03. Unless Escrow Agent discharges any of its duties under this Agreement in a negligent manner or is guilty of willful misconduct with regard to its duties under this Agreement, Seller and Purchaser shall, jointly and severally, indemnify Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or other expenses, fees, or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in such connection Seller and Purchaser shall indemnify Escrow Agent against any and all expenses including reasonable attorneys’ fees and the cost of defending any action, suit or proceeding or resisting any claim in such capacity.

22.04. If the parties (including Escrow Agent) shall be in disagreement about the interpretation of this Agreement, or about their respective rights and obligations, or the propriety of any action contemplated by Escrow Agent, or the application of the Earnest Money, Escrow Agent shall hold the Earnest Money until the receipt of written instructions from both Purchaser and Seller or a final order of a court of competent jurisdiction. In addition, in any such event, Escrow Agent may, but shall not be required to, file an action in interpleader to resolve the disagreement. Escrow Agent shall be indemnified for all costs and reasonable attorneys’ fees in its capacity as Escrow Agent in connection with any such interpleader action and shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in the interpleader action is received.

22.05. Escrow Agent may consult with counsel of its own choice and have full and complete authorization and protection in accordance with the opinion of such counsel. Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind, unless caused by its negligence or willful misconduct.

22.06. All deposits into the escrow shall be held by the Escrow Agent in an interest bearing account. All interest earned on the Earnest Money shall be deemed to be part of the Earnest Money and shall accrue to the benefit of Purchaser.

[SIGNATURES COMMENCE ON FOLLOWING PAGE.]

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed as of the Effective Date.

**SELLER:**

**COX COMMUNICATIONS LAS VEGAS, INC.,**  
a Delaware corporation

By: \_\_\_\_\_

Name: Sonya Middleton

Title: SVP & General Counsel

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

**PURCHASER:**

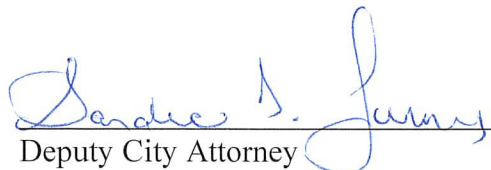
**CITY OF LAS VEGAS REDEVELOPMENT AGENCY,**  
a public body organized and existing under the community development laws  
of the State of Nevada

By: \_\_\_\_\_  
Shelley Berkley, Chair

ATTEST:

\_\_\_\_\_  
Dr. LuAnn D. Holmes, MMC, City Clerk

**APPROVED AS TO FORM:**

  
Deputy City Attorney

Sandra D. Turner  
Deputy City Attorney

Date: 5-5-26

PURCHASE AND SALE AGREEMENT

RDA/CC ACTION: \_\_\_\_\_

ITEM: \_\_\_\_\_

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

**ESCROW AGENT:**

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**PROPERTY**

Clark County, Nevada Parcel Nos. 139-29-715-005 and 139-29-704-007 through 139-29-704-014



**EXHIBIT B**

**GRANT, BARGAIN, SALE DEED**

**[SEE ATTACHED]**

APNs: \_\_\_\_\_

**WHEN RECORDED RETURN TO:**

\_\_\_\_\_  
Attention: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**MAIL TAX STATEMENTS TO:**

\_\_\_\_\_  
Attention: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

---

(Space above line for Recorder's use only)

**GRANT, BARGAIN AND SALE DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **COX COMMUNICATIONS LAS VEGAS, INC.**, a Delaware corporation, as "GRANTOR," does hereby Grant, Bargain, Sell and Convey to **CITY OF LAS VEGAS REDEVELOPMENT AGENCY**, a public body organized and existing under the community development laws of the State of Nevada, as "GRANTEE," the real property located in County of Clark, State of Nevada, bounded and described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference;

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or otherwise appertaining.

**SUBJECT TO:**

1. General and special taxes for the current fiscal tax year not delinquent.
2. Matters of record.

*{Signature Page Follows}*

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated as of \_\_\_\_\_, 2026.

**“GRANTOR”**

**COX COMMUNICATIONS LAS VEGAS, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

}<sup>SS.</sup>

STATE OF GEORGIA  
COUNTY OF DEKALB

This instrument was acknowledged before me on \_\_\_\_\_, 2026 by  
, \_\_\_\_\_ of Cox Communications Las Vegas, Inc., a Delaware  
corporation.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A" TO DEED**

**LEGAL DESCRIPTION**

[TO BE ADDED]

**EXHIBIT C**

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

**[SEE ATTACHED]**

## ASSIGNMENT AND ASSUMPTION OF INTANGIBLE PROPERTY

**COX COMMUNICATIONS LAS VEGAS, INC.**, a Delaware corporation (“Assignor”), in consideration of TEN AND NO/100 (\$10.00) DOLLARS, receipt of which is hereby acknowledged, does hereby sell, assign, transfer, and set over to the **CITY OF LAS VEGAS REDEVELOPMENT AGENCY**, a public body organized and existing under the community development laws of the State of Nevada (“Assignee”), the following described personal property, to-wit:

All of Assignor’s right, title, and interest in and to all of the permits, warranties, and intangibles, but excluding any contracts, with respect to the Property, excluding Seller’s Intellectual Property, each as defined and described in that certain Purchase and Sale Agreement by and between Assignor and Assignee dated as of \_\_\_\_\_, 2026 (collectively, the “Intangible Property”).

Purchaser hereby accepts the foregoing assignment and agrees to assume and discharge, in accordance with the terms thereof, all of the obligations of Assignor with respect to the Intangible Property, to the extent the same arise on or after the date hereof. Assignor agrees to discharge, in accordance with the terms thereof, all of the obligations of Assignor with respect to the Intangible Property, to the extent the same arose before the date hereof.

The Intangible Property is conveyed “as is,” without warranty or representation.

*[signatures on following page]*

IN WITNESS WHEREOF, Assignor and Assignee have signed this Assignment and Assumption of Intangible Property as of this \_\_\_ day of \_\_\_\_\_, 2026.

**ASSIGNOR:**

**COX COMMUNICATIONS LAS VEGAS, INC.,**  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

**CITY OF LAS VEGAS REDEVELOPMENT AGENCY**, a public body organized and existing under the community development laws of the State of Nevada

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT D**

**SELLER'S DISCLOSURE FORM**

**[SEE ATTACHED]**

**CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS**

**1. Definitions**

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

**2. Policy**

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

**3. Instructions**

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

**4. Incorporation**

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

<b>Block 1 Contracting Entity</b>	
<b>Name</b>	Cox Communications Las Vegas, Inc.
<b>Address</b>	6205 Peachtree Dunwoody
	Road, Atlanta, Georgia 30328
<b>Telephone</b>	678-645-0000
<b>EIN or DUNS</b>	58-2406705

<b>Block 2 Description</b>

<b>Block 3</b>	<b>Type of Business</b>
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other:	

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS  
(CONTINUED)**

**Block 4 Disclosure of Ownership and Principals**

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Cox Communications, Inc., Sole Shareholder	6205 Peachtree Dunwoody Rd., Atlanta, GA 30328	678-645-0000
2.	Mark J. Graustux, Director & President	6205 Peachtree Dunwoody Rd., Atlanta, GA 30328	678-645-0000
3.	R. Perley McBride, Director and Vice President	6205 Peachtree Dunwoody Rd., Atlanta, GA 30328	678-645-0000
4.	Jennifer Hightower, Director and Secretary	6205 Peachtree Dunwoody Rd., Atlanta, GA 30328	678-645-0000
5.	Fazet Ullman, Vice President	1700 Vegas Drive, Las Vegas, Nevada 89106	678-645-0000
6.	Charles L. Odum, VP and Treasurer	6205 Peachtree Dunwoody Rd., Atlanta, GA 30328	678-645-0000
7.	Rebecca L. Siegel, VP and Asst. Treasurer	6205 Peachtree Dunwoody Rd., Atlanta, GA 30328	678-645-0000

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1.

**Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: \_\_\_\_\_

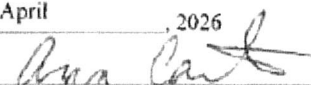
Date of Attached Document: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

  
 Name Deborah M. Lucy, Assistant Secretary

Date April 27, 2026

Subscribed and sworn to before me this 27th day of

April, 2026  
  
 Ann Carter, Notary Public



Continued:

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
8.	Deborah M. Lucy, Assistant Secretary,	6205 Peachtree Dunwoody Rd., Atlanta, GA 30328	678-645-0000
9.	Gregory E. Spick, Assistant Treasurer	6205 Peachtree Dunwoody Rd., Atlanta, GA 30328	678-645-0000
10.	Jady West, Vice President	1700 Vegas Drive, Las Vegas Nevada 89106	678-645-0000
11.	Steve Westerman, Vice President	1700 Vegas Drive, Las Vegas Nevada 89106	678-645-0000