

APN: 139-33-102-013

WHEN RECORDED MAIL AND SEND TAX STATEMENTS TO:
CITY OF LAS VEGAS – CITY CLERK
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

TRAFFIC SIGNAL EASEMENT

Costco Wholesale Corporation, a Washington corporation, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the **CITY OF LAS VEGAS**, a political subdivision of the State of Nevada and to its successors and assigns, the perpetual right to erect, operate, add to, maintain, renew and remove traffic control lines, poles, and appurtenances thereto, for traffic control purposes upon, over, under, and across the parcel of land hereinafter described, and the right of reasonable ingress and egress to and from said parcel. Said parcel(s) of land is legally described on Exhibits "A" and "B" attached hereto and by this reference made a part hereof.

The grantor retains the right to fence, to plant, to maintain and to use said parcel for its purposes so long as such use does not unreasonably interfere with the rights herein granted.

APN: 139-33-102-013
OWNER: COSTCO WHOLESALE CORPORATION
TYPE DOC: TRAFFIC SIGNAL EASEMENT

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

Dated as of this 2nd day of April, 2007. Executed subject to terms of attached Addendum to Easement.

Costco Wholesale Corporation, a Washington corporation

BY: Gail E. Tsuboi
PRINT NAME Gail E. Tsuboi
TITLE Assistant Secretary

STATE OF Washington)
COUNTY OF King) ss.

On 4/2/07 personally appeared before me, a Notary Public,
(Date)

GAIL E. TSUBOI
(Person appearing before Notary)

of Costco Wholesale Corporation, a Washington corporation, personally known (or proved) to me to be the person(s) whose name is subscribed to the above instrument who acknowledged that he executed the above instrument.

[Signature]
(Notary Public Signature)



ADDENDUM TO EASEMENT

This Addendum to Easement (this "Addendum") supplements and supersedes certain terms and provisions contained in the Traffic Signal Easement (the "Agreement") attached, between COSTCO WHOLESALE CORPORATION as grantor ("Grantor"), and the CITY OF LAS VEGAS as grantee ("Grantee"). To the extent that any term or provision in this Addendum conflicts with any term or provision in the Agreement, the provisions in this Addendum shall be controlling, and any conflicting terms in the Agreement shall be void and of no force or effect. Unless otherwise defined herein, all capitalized terms used herein shall be defined as those terms are defined in the Agreement.

It is agreed as follows:

1. Quit Claim. The Easement granted hereby (the "Easement") is quit claimed to Grantee without representation or warranty, and subject to all matters of title or apparent from an inspection of the property.
2. Purpose. The Easement is granted for the purpose of allowing Grantee to construct, operate, and maintain traffic signals and related improvements (the "Traffic Signals") on Grantor's property.
3. Costs and Expenses. Grantee shall be solely responsible for all costs and expenses for the construction, maintenance, repair and replacement of the Traffic Signals.
4. Compliance with Laws and Rules. Grantee shall at all times exercise its rights herein in accordance with the requirements (as from time to time amended) and all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.
5. Coordination of Activities. Grantee shall coordinate the dates of its construction of the Traffic Signals with Grantor, and Grantee shall provide Grantor with at least five (5) days prior notice of its intent to enter upon Grantor's property to commence such activity.
6. Restoration. Immediately after the completion of any work performed by Grantee consistent with the purpose set forth in Section 2 hereof, Grantee shall remove all debris and restore Grantor's property to the condition in which it was prior to the commencement of such work.

7. Grantee's Use and Activities. Grantee shall exercise its rights under this Easement so as to avoid interference with any property owned by Grantor. Grantee shall at all times conduct its activities on Grantor's property so as not to obstruct or endanger Grantor's operations or facilities.

8. Work Standards. All work to be performed by Grantee on Grantor's property shall be completed in a careful and workmanlike manner, to Grantor's satisfaction, free of claims or liens.

9. Release and Indemnity. Subject to the limitations of liability set forth in NRS 41.035, Grantee shall indemnify and hold Grantor harmless from and against all common law or statutory liabilities, damages, obligations, losses, claims, civil actions, costs or expenses, including attorneys' fees, arising from any act, omission or negligence of Grantee, or its contractors, licensees, agents, servants, employees, guests, invitees, or visitors in or about Grantor's property, or arising from any injury or damage to any person or property occurring in or about Grantor's property as a result of any act, omission or negligence of Grantee, or its contractors, licensees, agents, servants, employees, guests, invitees or visitors.

10. Third Party Rights. Grantor reserves all rights with respect to the property which is subject to the Easement, including, but without limitation, the right to grant easements, licenses and permits to others subject to the rights granted in this Easement.

11. Notices. All notices, demands, consents, approvals and other communications (each, a "Notice") which are required or desired to be given by either party to the other under this Agreement shall be in writing and shall be (a) hand delivered, (b) sent by U.S. registered or certified mail, postage prepaid, return receipt requested, or (c) sent by reputable overnight courier service, addressed to the appropriate party at its address set forth below, or at such other address as such party shall have last designated by Notice to the other. Notices shall be deemed given when delivered. Rejection or other refusal by the addressee to accept a Notice or the inability to deliver the Notice because of a changed address of which no Notice was given shall be deemed to be receipt of the Notice sent. Notice addresses for the parties are as follows:

Grantor: Costco Wholesale Corporation
999 Lake Drive
Issaquah, Washington 98027
Attn: Legal/Real Estate Department

Grantee: City of Las Vegas
Right of Way Department
731 S. Fourth Street
Las Vegas, Nevada

12. Successors and Assigns. Terms, conditions, covenants and restrictions herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

13. Attorneys' Fees. In the event of any litigation regarding the rights and obligations under this Easement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs.

14. Entire Agreement. This Easement constitutes the entire agreement between the parties with respect to the subject matter covered hereby, and cannot be changed or modified other than by a written agreement executed by both parties.

15. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Nevada.

16. Effect of this Addendum. Except as modified by the terms of this Addendum, all the provisions of the Agreement shall remain in full force and effect, unaffected by this Addendum, and the Agreement is hereby ratified and confirmed.

DATED this 2nd day of April, 2007.

GRANTOR: COSTCO WHOLESALE CORPORATION

By: Neil E. Leuter

Its: Assistant Secretary

GRANTEE: CITY OF LAS VEGAS

By: _____

Its: _____

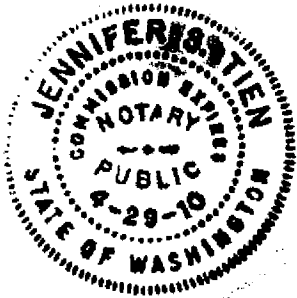
APPROVED AS TO FORM

Thomas R. Green 4/9/07
Thomas R. Green Date
Deputy City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that MAIL E. TSUBOI signed this instrument, on oath state that he was authorized to execute the instrument as the ASSISTANT SECRETARY of Costco Wholesale Corporation, and acknowledged it to be the free and voluntary act and deed of said corporation, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed on - APRIL 2nd, 2007.



Jennifer S. Tien

JENNIFER S. TIEN
Printed Name

Notary Public in and for the
State of Washington
My appointment expires 4/29/2010

STATE OF)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath state that he/she was authorized to execute the instrument as the _____ of the CITY OF LAS VEGAS, and acknowledged it to be the free and voluntary act and deed of said corporation, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed on _____, 2007.

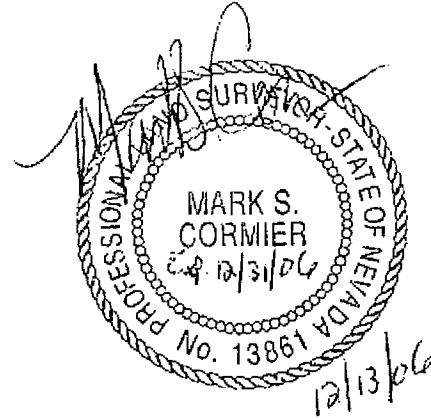
Printed Name

Notary Public in and for the
State of _____
My appointment expires _____



CONSULTING ENGINEERS • PLANNERS • SURVEYORS

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148



W.O. 6224
DECEMBER 13, 2006
BY: KAK
P.R. BY: MSC
PAGE 1 OF 3

EXPLANATION:

THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTHWESTERLY OF MINERAL AVENUE AND MARTIN LUTHER KING BOULEVARD, BEING A PORTION OF APN 139-33-102-013, FOR TRAFFIC SIGNAL EASEMENT PURPOSES.

LEGAL DESCRIPTION
TRAFFIC SIGNAL EASEMENT

BEING A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH CENTER SIXTEENTH SECTION CORNER OF SAID SECTION 33; THENCE NORTH 00°01'56" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 33 A DISTANCE OF 662.33 FEET; THENCE NORTH 89°58'04" WEST, DEPARTING SAID EAST LINE, 15.00 FEET TO THE **POINT OF BEGINNING**:

THENCE NORTH 44°58'02" WEST, 28.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 20.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 00°02'00" EAST; THENCE SOUTHEASTERLY, 31.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'56" TO THE **POINT OF BEGINNING** AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING A TOTAL OF 114 SQUARE FEET (0.003 ACRES), MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

EXHIBIT "A"

LEGAL DESCRIPTION CONTINUED
W.O. 6224
DECEMBER 13, 2006
PAGE 2 OF 3

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PROJECT IS NORTH 00°01'56" EAST, BEING THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN ON A RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN FILE 148 AT PAGE 79.

PREPARED BY: MARK S. CORMIER, PLS 13861, VTN NEVADA, 2727 S. RAINBOW BOULEVARD, LAS VEGAS, NV. 89146

END OF DESCRIPTION.

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EXHIBIT "A"