**CANDACE OWENS**
COCONINO COUNTY RECORDER
OFFICIAL RECORDS OF
COCONINO COUNTY

INST: 95-20394 FEE:\$ 19.00
AT THE REQUEST OF:
FIRST AMERICAN TITLE
DATE: 07/19/1995 TIME: 04:00
DKT: 1786 PG: 809 PAGES: 014

WHEN RECORDED, RETURN TO:

Mr. Gregory L. Mast
Gallagher & Kennedy, P.A.
2600 North Central Avenue
Phoenix, Arizona 85004-3020

108049


EASEMENT AGREEMENT

This Easement Agreement is being re-recorded in order to correct the legal descriptions contained in Exhibits "A" and "A-1" thereto and to record a Consent to Easement thereto.

**recorded . Docket 1774, Page 827, attached

GRANTOR:

VVC, INC., an Arizona corporation

By 
James P. Previti
Its President

GRANTEE:

OPUS SOUTHWEST CORPORATION, a
Minnesota corporation

By 
Thomas W. Roberts
Its President

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STATE OF California)
County of San Bernardino) ss.

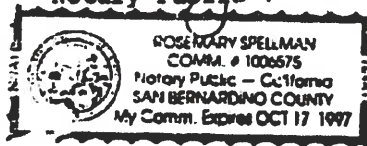
11th The foregoing instrument was acknowledged before me this day of July, 1995, by James P. Previti, the President of VVC, INC., an Arizona corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I hereunto have set my hand and official seal.

Rosemary Spellman
Notary Public

My Commission Expires:

Oct 17, 1997



STATE OF ARIZONA)
County of Maricopa) ss.

13th The foregoing instrument was acknowledged before me this day of July, 1995, by Thomas W. Roberts, the President of OPUS SOUTHWEST CORPORATION, a Minnesota corporation, on behalf of the corporation.


IN WITNESS WHEREOF, I hereunto have set my hand and official seal.

Annunette M. Foster
Notary Public

My Commission Expires:

Sept. 30, 1997



 **CANDACE OWENS**
COCOON COUNTY RECORDER
OFFICIAL RECORDS OF
COCOON COUNTY
INST: 95-15826 FEE:\$ 15.00
AT THE REQUEST OF:
FIRST AMERICAN TITLE
DATE: 06/02/1995 TIME: 04:45
DKI: 1774 PG: 827 PAGES: 011

WHEN RECORDED, RETURN TO:

Mr. Gregory I. Mast
Gallagher & Kennedy, P.A.
2600 North Central Avenue
Phoenix, Arizona 85004-3020

108049 #8

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement"); is made this 2nd day of June, 1995, by and between VVC, INC., an Arizona corporation (the "Grantor"), and Opus Southwest Corporation, a Minnesota corporation (the "Grantee").

WHEREAS, Grantor is the fee owner of that certain real property described in Exhibits "A" and "A-1" attached hereto and incorporated herein (the "Initial Parking Easement Area" and the "Access Easement Area", respectively) and that certain real property of which the Initial Parking Easement Area is a part described in Exhibit "B" attached hereto and incorporated herein ("Phase II");

WHEREAS, Grantee has acquired as of the date of recordation hereof fee title to that certain real property described in Exhibit "C" attached hereto and incorporated herein (the "Opus Property"); and

WHEREAS, Grantor desires to grant the easements described herein on, across and through the Initial Parking Easement Area and the Access Easement Area for the benefit of the Opus Property.

NOW, THEREFORE, in consideration of Ten Dollars and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grantor hereby grants an easement on, across, under and through the Initial Parking Easement Area for the benefit of the Opus Property for the use by Grantee and tenants and occupants of the Opus Property and their customers, invitees, licensees, employees, agents and contractors for vehicular and pedestrian ingress to and egress from the Opus Property and the Access Easement Area, for vehicular parking and for the construction, operation, repair and maintenance on such Initial Parking Easement Area of (a) a parking area containing sixty-one (61) standard vehicular parking spaces and (b) any driveways incidental to such parking

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area; provided, however, Grantee shall not be obligated hereby to construct such parking area or any such driveways.

2. In the event Grantee does not acquire Phase II, Grantor may, prior to Grantee's construction of the parking area to be located within the Initial Parking Easement Area, relocate the Initial Parking Easement Area to a portion of Phase II adjacent to the Opus Property so long as (a) Grantor furnishes to Grantee four weeks' advance written notice of such relocation, which notice shall contain a site plan depicting the location of the Initial Parking Easement Area upon relocation thereof, a legal description of the relocated Initial Parking Easement Area and reasonable evidence that such relocation satisfies the conditions of this sentence and (b) such relocated Initial Parking Easement Area is of sufficient size for the construction of a parking area containing sixty-one (61) standard vehicular parking spaces, together with any driveways to be constructed in connection therewith, and is otherwise acceptable to such governmental authorities such that such relocated Initial Parking Easement Area will permit the Opus Property to comply with such parking ratios and other parking requirements. Such right of relocation may only be exercised as needed in the reasonable, good faith discretion of Grantor and so long as the conditions for such relocation contained in this paragraph are satisfied; for purposes of any subsequent exercise of such right after the first exercise thereof, if any, the previously relocated Initial Parking Easement Area shall be deemed to be the Initial Parking Easement Area for purposes of this Agreement. Upon the exercise of said right and the satisfaction of the conditions contained in the second preceding sentence, Grantor shall, at its expense, cause the recordation in the Official Records of the County Recorder of Coconino County, Arizona of an amendment to this Agreement setting forth the new location of the Initial Parking Easement Area.

3. No party other than Grantee, or its successors or assigns, may use or rely on any parking spaces constructed on the Initial Parking Easement Area for the satisfaction of any parking ratios or other parking requirements applicable to such party or any land owned by such party.

4. Grantor hereby grants an easement on, across, under and through the Access Easement Area for the benefit of the Opus Property for the use by Grantee and tenants and occupants of the Opus Property and their customers, invitees, licensees, employees, agents and contractors for vehicular and pedestrian ingress to and egress from the Opus Property and for the construction, operation, repair and maintenance of a driveway for purposes of providing such ingress and egress; provided, however, Grantee shall not be obligated hereby to construct such driveway.

5. Until such time as any portion of Phase II is developed, Grantee shall plan, construct and keep any parking area

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and any driveways constructed by Grantee on the Initial Parking Easement Area and any driveway constructed by Grantee on the Access Easement Area in good maintenance and repair. From and after the date on which any portion of Phase II is developed, the then owner(s) of Phase II shall keep any parking area and any driveways located on the Initial Parking Easement Area and any driveway constructed on the Access Easement Area in good maintenance and repair.

6. Grantee shall not suffer any mechanic's or materialman's lien on Phase II resulting from construction by Grantee, and Grantor shall not suffer any mechanic's or materialman's lien on the Initial Parking Easement Area or the Access Easement Area resulting from construction by Grantor.

7. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee, and their successors and assigns, and shall run with the land.

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SENT BY:

6- 1-95 ; 5:46PM ; GALLAGHER & KENNEDY-

909 987 8958:# 5/ 9

IN WITNESS WHEREOF, the parties hereto have executed this
Easement Agreement as of the date first set forth above.

GRANTOR:

VVC, INC., an Arizona corporation

By 
James P. Previti
Its President

GRATTEE:

OPUS SOUTHWEST CORPORATION, a
Minnesota corporation

By _____
Thomas W. Roberts
Its President

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2285000

SENT BY:

6- 1-85 : 2:20PM : GALLAGHER & KENNEDY-CORNOYER/NEORICK INC:# 5/ 6

IN WITNESS WHEREOF, the parties hereto have executed this
Easement Agreement as of the date first set forth above.

GRANTOR:

VVC, INC., an Arizona corporation

By _____
Its _____

GRANTEE:

OPUS SCOUTMEST CORPORATION, a
Minnesota corporation

By 
Thomas W. Roberts
Its President

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SENT BY:

6- 1-95 : 5:46PM : GALLAGHER & KENNEDY-

909 987 8958:# 6/ 9

STATE OF California
County of San Bernardino

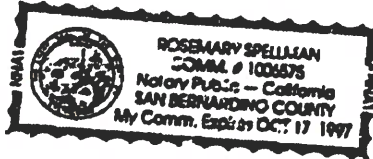
1st The foregoing instrument was acknowledged before me this day of June, 1995, by James P. Previti, the President of VVC, INC., an Arizona corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I hereunto have set my hand and official seal.

Rosemary Spellman
Notary Public

My Commission Expires:

Oct 17, 1997



STATE OF ARIZONA)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this day of June, 1995, by Thomas W. Roberts, the President of OPUS SOUTHWEST CORPORATION, a Minnesota corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I hereunto have set my hand in: official seal.

Notary Public

My Commission Expires:

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SENT BY:

6-1-95 : 2:20PM : GALLAGHER & KENNEDY-CORNGYER/HEDRICK INC:# 6/ 6

STATE OF _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this
day of June, 1995, by _____, the
of VVC, INC., an Arizona corporation, or behalf of the corporation.

IN WITNESS WHEREOF, I hereunto have set my hand and official seal.

Notary Public

My Commission Expires:

STATE OF ARIZONA)
County of Maricopa) ss.

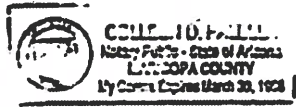
^{15th} The foregoing instrument was acknowledged before me this
day of June, 1995, by Thomas W. Roberts, the President of OPUS
SOUTHWEST CORPORATION, a Minnesota corporation, on behalf of the
corporation.

IN WITNESS WHEREOF, I hereunto have set my hand and official seal.

Colleen D'Allella

Notary Public

My Commission Expires:



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EXHIBIT "A"

LEGAL DESCRIPTION OF PARKING EASEMENT AREA

A part of Woodlands Village Unit Three as recorded in Case 4, Map 131-A&B, Records of Coconino County, Arizona. More particularly described as follows:

Beginning at the Southwest corner of Highland Avenue right of way;

Thence, North $12^{\circ}46'32''$ East, 400.00 feet;

Thence, South $76^{\circ}50'17''$ east, 200.00 feet to a point on the West right-of-way line of Woodlands Village Drive;

Thence, South $13^{\circ}09'43''$ West, along said West line, 101.32 feet to the beginning of a tangent curve having a radius of 841.00 feet, concave Southeasterly;

Thence, Southerly, along said curve, through a central angle of $18^{\circ}04'20''$, a distance of 265.27 feet to the cusp of a curve concave Southwesterly, having a radius of 25.00 feet;

Thence, Northwesterly, along said curve, through a central angle of $86^{\circ}29'29''$, a distance of 37.74 feet to the South line of said Highland Avenue right-of-way;

Thence, South $88^{\circ}35'55''$ West, along said South line, 215.00 feet to the True Point of Beginning.

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Exhibit "A"
(Page 1 of 1)

1786-818

EXHIBIT "A-1"

LEGAL DESCRIPTION OF ACCESS EASEMENT AREA

A part of Woodlands Village Unit Three as recorded in Case 4, Map 131-A&B, Records of Coconino County, Arizona. More particularly described as follows:

Beginning at the Southwest corner of Highland Avenue right of way;

Thence, North 43°29'08" West, a distance of 75.46 feet;

Thence, North 88°35'55" East, 266.24 feet to the beginning of a tangent curve having a radius of 25.00 feet, concave Northwesterly;

Thence, Northeasterly along said curve, through a central angle of 86°29'29", a distance of 37.74 feet to the cusp of a curve concave Southeasterly, having a radius of 841.00 feet, bearing South 87°54'09" East;

Thence, Southerly along said curve, through a central angle of 7°01'03", 103.00 feet to the cusp of a curve concave Southwesterly, having a radius of 25.00 feet, bearing South 85°06'36" West;

Thence, Northwesterly along said curve, through a central angle of 89°29'29", a distance of 37.74 feet;

Thence, South 88°35'55" West along the South right-of-way line, a distance of 215.66 feet to the True Point of Beginning.

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Exhibit "A-1"
(Page 1 of 1)

1786-819

SENT BY:

6- 1-95 : 5:47PM : GALLAGHER & KENNEDY-

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EXHIBIT "B"

LEGAL DESCRIPTION OF PHASE II

Lot 29 of WOODLANDS VILLAGE UNIT THREE, according to the plat of record in the office of the County Recorder of Coconino County, Arizona, recorded in Case 4, Map 131-131 6

Exhibit "B"
(Page 1 of 1)

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SENT BY:

6- 1-95 : 5:47PM : GALLAGHER & KENNEDY-

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EXHIBIT "C"

LEGAL DESCRIPTION OF THE OPUS PROPERTY

Lot 30 and Tract A, of WOODLANDS VILLAGE UNIT THREE, according to the plat of record in the office of the County Recorder of Coconino County, Arizona, recorded in Case 4, Map 131-131 β

Exhibit "C"
(Page 1 of 1)

1786-821

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CONSENT TO EASEMENT

As Beneficiary under that certain Deed of Trust dated April 25, 1995, and recorded April 26, 1995 in the Official Records of the County Recorder of Coconino County, Arizona in Docket 1764 at Page 155 (as it is now or may hereafter be amended, the "Deed of Trust"), and as its interest may appear, Bank One, Arizona, NA, a national banking association, for good and valuable consideration to it in hand paid, the receipt and adequacy of which are hereby acknowledged, does hereby consent to and approve the foregoing Easement Agreement by and between Opus Southwest Corporation, a Minnesota corporation, and VVC, Inc., an Arizona corporation, and does hereby agree that its rights under the Deed of Trust are subordinate to the rights granted to Opus Southwest Corporation or its successors and assigns in the Easement Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Consent to Easement to be signed this 7th day of June, 1995.

BANK ONE, ARIZONA, NA, a national banking association

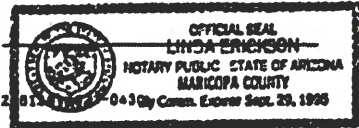
By [Signature]
Its [Signature]

STATE OF ARIZONA)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 8th day of June, 1995, by Blair R. Young, the Vice President of BANK ONE, ARIZONA, NA, a national banking association, on behalf of the association.

Linda Portner
Notary Public Ericson

My Commission Expires:



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