



BY THESE PRESENTS, CAVALCADE PARTNERS, <sup>California</sup> ~~an Arizona~~ limited partner (hereinafter "Grantor") does hereby grant to EL DORADO MEDICAL CENTER, an Arizona joint venture, and HOSPITAL CORPORATION OF ARIZONA, an Arizona corporation (collectively hereinafter "Grantees") a perpetual Non-Exclusive Easement of Ingress and Egress, over, across and through that certain land in Pima County, Arizona described as follows:

All that part of Lot 6, Section 6, Township 14 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

- BEGINNING at the Northeast corner of said Lot 6;
- thence South 00 degrees 03 minutes 27 seconds East along the East line of said Lot 6, a distance of 732.43 feet;
- thence North 89 degrees 59 minutes 11 seconds West parallel with the North line of said Lot 6, a distance of 330.00 feet to the true point of beginning;
- thence continuing North 89 degrees 59 minutes 11 seconds West 858.89 feet to a point in the East Right-of-Way line of Wilmet Road;
- thence South 00 degrees 03 minutes 04 seconds West along said Right-of-Way line 50.00 feet;
- thence South 89 degrees 59 minutes 11 seconds East, parallel with said North line 773.89 feet;
- thence North 59 degrees 33 minutes 28 seconds East 98.64 feet to the true point of beginning.

By accepting the aforesaid Non-Exclusive Easement of Ingress and Egress, Grantees agree as follows:

1. Access from said Easement to property south of the same belonging to Grantees shall be exclusively at roads "C", "D" and "E" as set out in the site plan attached as Exhibit "A" hereto and made a part hereof.
2. Grantee agrees to repave said easement using two inches of hot mix asphalt within ninety (90) days after substantial completion of the improvements being made on the Grantee's property adjoining immediately to the south of said easement.

Grantee agrees to landscape and install an irrigation system in the median of said easement. Said landscaping and irrigation system are to be in accordance with plans to be approved by Grantor and Pima County, as may be

required by law. Grantee will, within sixty (60) days from the date of the last party to sign this easement, submit said plans to Grantor and will then act expeditiously in seeking the approval of Pima County if required. Grantee agrees to use its best efforts to have the landscaping and the irrigation system installed within sixty (60) days after receiving the approval of Grantor and Pima County. In the event Grantor does not approve of any plans submitted by Grantee or should Grantee fail to provide to Grantor acceptable plans within sixty (60) days from the date of the last party to sign this easement, then in that event, this easement may become null and void at the option of Grantor. Grantor will not unreasonably withhold or delay its approval of plans submitted by Grantee.

Grantee will have the irrigation system connected to Grantee's water line and agrees to maintain, at all times, the easement area, irrigation system and landscaping in a manner to be aesthetically in keeping with the Grantor's property.

3. Grantees will take reasonable steps designed to restrict use of such Easement by ambulances and other emergency vehicles; provided, however, Grantees cannot guarantee that owners or operators of such vehicles, other than Grantees, will not disregard such restrictions.

Grantor covenants that it is lawfully seized and possessed of the fee underlying said Easement, and has full authority and lawful right to convey said Easement to Grantees, and that the same is free and clear of all encumbrances, and that it will warrant and defend the same unto the Grantees, their successors and assigns, forever.

Grantees execute this document for the purpose of accepting said Easement and agreeing to the covenants and conditions contained herein.

All grants, covenants and provisions herein shall be binding on and inure to the benefit of the successors and assigns of the Grantor and Grantees.

WITNESS our hands this the 18<sup>th</sup> day of April, 1977.

GRANTOR:

CAVALCADE PARTNERS  
(an Arizona limited partnership)

By [Signature]  
General Partner

ATTEST:

[Signature]

EL DORADO MEDICAL CENTER  
(an Arizona joint venture)

By [Signature]  
Vice-President, Hospital Corporation  
of Arizona

WITNESS:

[Signature]  
Assistant Secretary, Hospital  
Corporation of Arizona

HOSPITAL CORPORATION OF ARIZONA

By [Signature]  
Vice-President

ATTEST:

[Signature]  
Assistant Secretary

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