

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Easement") is executed as of July 1, 2002, by **BAPTIST HEALTH SYSTEM, INC.**, an Alabama non-profit corporation (hereinafter called "BHS") and **SHELBY MEDICAL PROPERTIES, LLC**, an Alabama limited liability company ("SMP").

R E C I T A L S:

A. BHS is the owner of property located in Shelby County, Alabama, and more particularly described on Exhibit "A" attached hereto (the "BHS Parcel").

B. SMP is the owner of property located in Shelby County, Alabama, and more particularly described on Exhibit "B" attached hereto (the "SMP Parcel"). The BHS Parcel and the SMP Parcel are hereinafter sometimes together referred to as the "Parcels".

C. SMP intends to construct a cancer clinic on the SMP Parcel and SMP has requested, and BHS wishes to provide, for a means of ingress and egress to the SMP Parcel across the BHS Parcel, to provide for a right of parking in favor of SMP upon a portion of the BHS Parcel more particularly described on Exhibit "C" hereto ("Parking Area"), and to provide for a temporary construction easement, all as hereinafter provided.

D. BHS has heretofore created certain easements encumbering the BHS Parcel as are more particularly described in that certain Declaration of Easement dated April 29, 1998, and recorded in the office of the Judge of Probate of Shelby County as Instrument Number 1998-15828 (the "Prior Easement") in favor of the parties named therein (the "Prior Users").

E. BHS desires to provide for the benefit of (i) SMP, (ii) SMP's agents, customers, invitees, licensees, employees, servants, contractors, and tenants (and tenants' customers, invitees, licensees, employees, servants, and contractors) (all of the foregoing herein collectively called the "Permittees"), and (iii) the holder or holders of any mortgage now or hereafter constituting a lien against all or any of the Parcels, and the heirs, successors and assigns of any such holder (herein collectively called the "Mortgagees"), subject to the rights of the Prior Users, certain restrictions, rights, obligations, easements and licenses to run with the title to the BHS Parcel and the SMP Parcel as hereinafter set forth.

DECLARATION

NOW, THEREFORE, for the purposes set forth in the foregoing recitals, and for the benefit of SMP, BHS does hereby declare and provide as follows:

1. **Ingress/Egress Easement.** BHS hereby gives, grants, bargains, sells and conveys to SMP, Permittees and Mortgagees a non-exclusive easement, right and license for the benefit of the SMP Parcel for the right of passage and use, both pedestrian and automotive, over, across and upon the entrances, roads and driveways located on the BHS Parcel (as the same may be relocated from time to time by BHS) for the purpose of ingress to and egress from the SMP Parcel, but not for parking by SMP or their Permittees, or Mortgagees, (and BHS shall, at all times, provide access for pedestrian and motor vehicle ingress and egress to and from the SMP Parcel to a publicly dedicated right of way).

2. **Parking Easement.** BHS hereby grants, bargains, sells and conveys to SMP, the Permittees and the Mortgagees and does hereby give, grant and convey to SMP, the Permittees and the Mortgagees a non-exclusive easement for the use of any and all paved parking spaces and drives which are from time to time located on the Parking Area. SMP hereby agrees to construct 38 parking spaces on the Parking Area all in conformity with plans and specifications reviewed and approved by BHS, which plans and specifications shall require construction of paving, landscaping and curbing and guttering on the Parking Area that is of at least equal quality with the adjacent parking, landscaping and curbing on the remainder of the BHS Parcel.

3. **Construction Easement.** BHS hereby grants, bargains, sells and conveys to SMP, the Permittees and the Mortgagees and does hereby give, grant, and convey to SMP, the Permittees and the Mortgagees a temporary, non-exclusive easement on, over and across the Parking Area in connection with and as necessary to cause the construction of a cancer clinic building ("Facility") to be constructed and located on the SMP Parcel and the parking spaces and driveways to be located on the Parking Area, such temporary easement to terminate on issuance by the City of Alabaster of a certificate of occupancy as to the cancer clinic building.

4. **Fee.** In consideration for the easements granted hereby, SMP shall pay BHS a monthly fee equal to \$277.33, payable in advance on the first day of each month that this Easement is in effect.

5. **Upkeep and Maintenance of Parking Area.** BHS shall at all times have a duty to maintain the Parking Area in a manner that will enable SMP, Permittees and Mortgagees full use of the rights and easements created hereby; provided, however, any damage to the BHS Parcel caused by the gross negligence or wilful acts of SMP, Permittees, or Mortgagees shall be repaired at the cost and expense of SMP.

6. **Modification.** The terms, covenants, conditions and provisions of this Easement may be extended, abrogated, modified, rescinded or amended in whole, or in part only, with the prior written

consent of BHS, the Mortgagees and SMP; but subject to such consent, BHS expressly reserves the right to extend, abrogate, modify, rescind or amend the grants herein by an instrument in writing duly executed by the appropriate parties in interest and recorded in the Office of the Judge of Probate of Shelby County, Alabama.

7. **Termination.** BHS may terminate this Easement Agreement at its sole option upon the occurrence of any of the following:

- (a) A breach by SMP, Permittees, or Mortgagees of any of the terms and conditions set forth herein, which breach is not cured within thirty (30) days written notice thereof;
- (b) A sale or transfer (whether in one transaction or a series of transactions) of a controlling interest in SMP;
- (c) A sale or transfer (whether in one transaction or a series of transactions) of a controlling interest in Southeast Cancer Network, P.C.;
- (d) SMP entering into a lease, management agreement, operating agreement or similar agreement with any person or entity for the operation of the Facility, other than leases with Southeast Cancer Network, P.C., and/or with a medical oncology physician group whose physicians are on the active medical staff of Shelby Baptist Medical Center;
- (e) The sale of all or any portion of the SMP Parcel; or
- (f) The use of the Facility for any purpose other than a cancer clinic.

Notwithstanding the foregoing, BHS will not unreasonably withhold its consent to the actions set forth in (b) - (f) above; provided, however, the withholding of BHS's consent shall not be deemed unreasonable if, among other things, following such proposed action the owner and/or operator of the SMP Parcel (or any part thereof) would compete, directly or indirectly, with Shelby Baptist Medical Center. BHS shall be deemed to have granted its consent to any action set forth in (b)-(f) above if it has not responded within 10 days of its receipt of a written request for such consent.

8. **Easements Appurtenant, Term, etc.** The easement, rights, privileges and benefits created or granted under this Easement Agreement and each provision hereof shall be enforceable by BHS, the Mortgagees and SMP by injunction, or by specific performance, and shall be deemed a covenant running with the title to the BHS Parcel and an easement appurtenant to the SMP Parcel running with the SMP Parcel. This Easement shall be binding upon, and inure to the benefit of, the respective heirs, legal representatives, successors and assigns of BHS, the Mortgagees and SMP as herein provided.

9. **Rights of Prior Users.** The BHS Parcel, including the Parking Area, is encumbered by the Prior Easement and SMP hereby agrees that its use of the BHS Parcel (including the Parking Area), shall not interfere with the rights and uses of the BHS Parcel by the Prior Users. SMP hereby specifically agrees that it will not allow any of its construction activities to interfere with the use of any of the BHS Parcel other than the Parking Area and that it shall at all times cooperate and coordinate with BHS and all Prior Users in connection with its use of the BHS Parcel (including the Parking Area). SMP hereby acknowledges and agrees that notwithstanding its construction of the parking spaces on the Parking Area, the use of those parking spaces is not exclusive and BHS and the Prior Users shall be entitled to use all parking spaces in the Parking Area. The Prior Users are hereby granted the right to enforce the terms of this section.

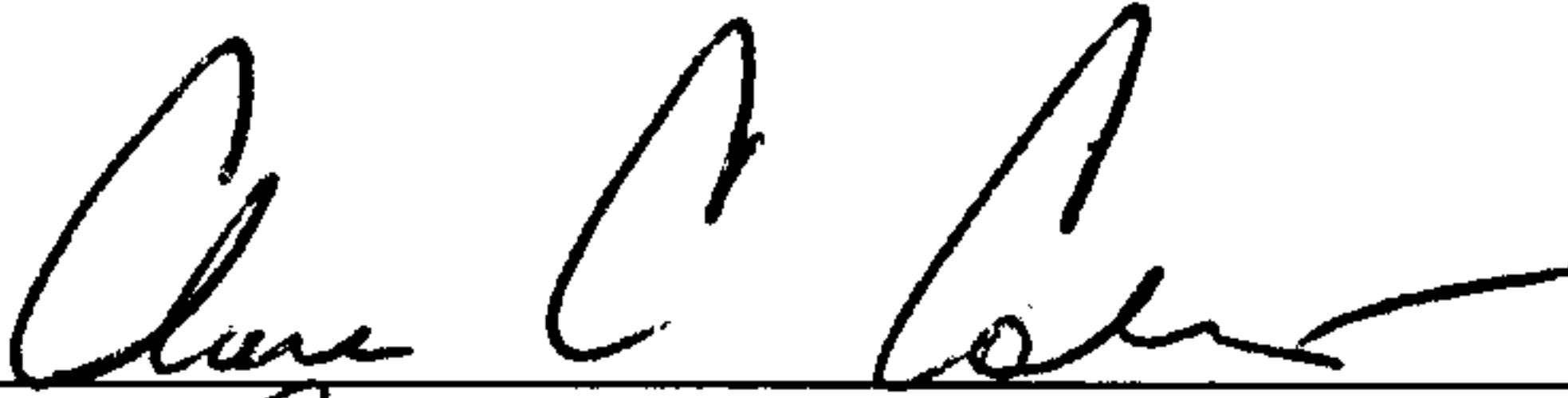
10. **No Public Dedication.** This Easement Agreement is not intended, and shall not be construed, to dedicate any easements to the general public or to grant to the general public any rights whatsoever.

11. **Severability.** If any term, covenant or restriction established by this Easement Agreement shall be invalid or unenforceable, the remainder of this Easement Agreement shall not be effected thereby, and each term, covenant and restriction shall be valid and enforceable to the fullest extent permitted by law.

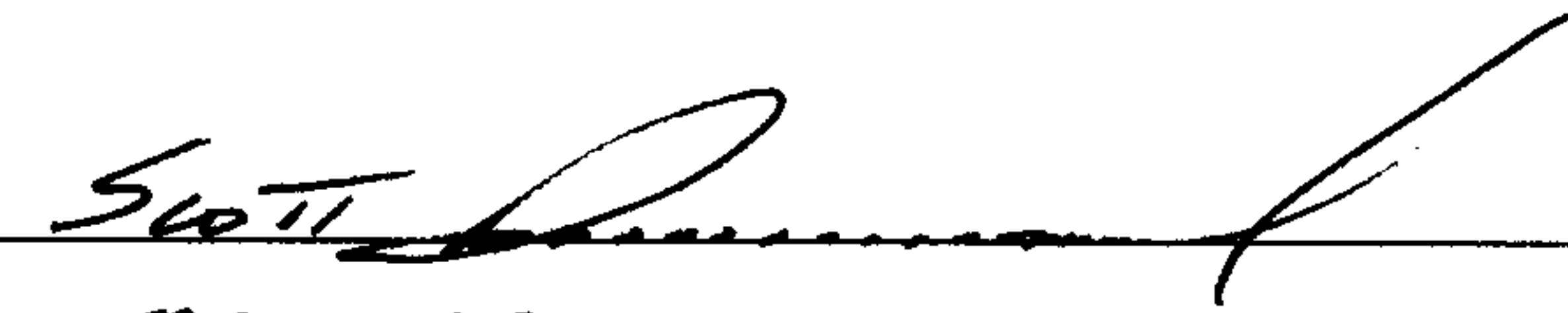
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, BHS and SMP have executed this Easement Agreement on the day and year first above written.

BAPTIST HEALTH SYSTEM, INC.,
an Alabama non-profit corporation

By: 
Its: Pres. SBMC

SHELBY MEDICAL PROPERTIES, LLC,
an Alabama limited liability company

By: 
Its: manages


STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Charles C. Colbert, whose name as President SBMC, of **Baptist Health System, Inc.**, an Alabama non-profit corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said non-profit corporation on the day the same bears date.

Given under my hand and official seal this 5th day of August, 2002.

[AFFIX SEAL]


Notary Public
My Commission Expires: 3/25/2006

STATE OF Alabama)
)
COUNTY OF Tuscaloosa)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Scott Drummond, whose name as Manager, of **Shelby Medical Properties, LLC**, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal, this 24 day of July, 2002.

Michelle Mulrow
Notary Public
My Commission Expires: 8/29/05

[AFFIX SEAL]

EXHIBIT "A"

BHS PARCEL

A parcel of land, situated in the Northwest 1/4 or the Northwest 1/4 of Section 36, Township 20 South, Range 3 West, and the Northeast 1/4 of the Northeast 1/4 of Section 35, Township 20 South, Range 3 West, in Shelby County, Alabama, and being more particularly described as follows:

BEGIN at the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 36, Township 20 South, Range 3 West, said point being a crimped iron pipe; thence South 88 deg. 34 min. 38 sec. East along the South boundary of said NW 1/4 of the NW 1/4 a distance of 316.17 feet; thence run along the arc of a curve to the right having a central angle of 90 deg. 05 min. 26 sec. and a radius of 35.00 feet in an Easterly to Southerly direction 55.03 feet; thence South 01 deg. 33 min. 20 sec. West a distance of 13.73 feet; thence South 88 deg. 26 min. 40 sec. A distance of 254.49 to a point; thence North 01 deg. 33 min. 20 sec. East a distance of 62.24 feet to a point; thence North 16 deg. 02 min. 33 sec. East for a distance of 197.45 feet to a point; thence run North 73 deg. 57 min. 27 sec. West for a distance of 222.35 feet to the Westerly right of way line of Main Street of the First Addition to Cedar Grove Estates as recorded in Map Book 3, Page 141 in the probate Office of Shelby County, Alabama; thence North 15 deg. 36 min. 24 sec. East along said right of way a distance of 91.89 feet to the Southeast corner of Lot 13 of the aforementioned First Addition; thence North 74 deg. 09 min. 08 sec. West along the Southwesterly boundary of said Lot 13 a distance of 94.88 feet; thence North 05 deg. 45 min. 15 sec. West along the Westerly boundary of Lot 13 a distance of 149.57 feet; thence North 73 deg. 55 min. 40 sec. West 243.14 feet to the Easterly right of way of U.S. Highway 31; thence South 15 deg. 49 min. 46 sec. West 150.53 feet along said right of way to the beginning of a curve to the left concave to the Southeast having a radius of 5629.65 feet; thence left through a central angle of 04 deg. 32 min. 59 sec. Southwesterly 447.03 feet along said curve to the intersection of said right of way and the South boundary of the NE 1/4 of the NE 1/4 of Section 35, Township 20 South, Range 3 West; thence South 88 deg. 34 min. 38 sec. East along said South boundary 14.42 feet to the POINT OF BEGINNING; being situated in Shelby County, Alabama.

LESS AND EXCEPT the property described in Exhibit A-1; and
LESS AND EXCEPT that portion located within the right-of-way of 2ND Street.

EXHIBIT "A-1"

LEGAL DESCRIPTION

A parcel of land situated in the Northwest 1/4 of the Northwest 1/4 of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a crimped iron pipe accepted as the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama, and run in an Easterly direction along the South line of said 1/4-1/4 Section 204.90 feet; thence deflect $76^{\circ}56'27''$ and run to the left in a Northerly direction 149.06 feet to the POINT OF BEGINNING of the herein described parcel; thence continue along the last described course in a Northerly direction 216.90 feet; thence turn an interior angle of $90^{\circ}00'00''$ and run to the right in an Easterly direction 108.00 feet; thence turn an interior angle of $90^{\circ}00'00''$ and run to the right in a Southerly direction 216.90 feet; thence turn an interior angle of $90^{\circ}00'00''$ and run to the right in a Westerly direction 108.00 feet; more or less, to the POINT OF BEGINNING.

EXHIBIT "B"

SMP PARCEL

From the Southwest corner of the Northwest quarter of the Northwest quarter of Section 36, Township 20 South, Range 3 West; thence run in an Easterly direction along the South boundary of the said Northwest quarter of the Northwest quarter of said section for a distance of 376.94 feet to a point on the West boundary line of Main Street of the 1st Addition to Cedar Grove Estates as recorded in Map Book 4, page 22, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 75° 30' and run Northeasterly along the West boundary line of Main Street 359.24 feet to the point of beginning of the land herein described; thence continue Northeasterly along the West boundary line of Main Street for a distance of 139.93 feet; thence turn an angle to the left of 90° 23' 30" and run Northwesterly 150.0 feet; thence turn an angle to the left of 111° 17' 20" to the left and run Southeasterly 149.59 feet; thence turn an angle to the left of 68° 21' 45" and run Southeasterly 94.65 feet, more or less to the point of beginning.

EXHIBIT "C"

PARKING EASEMENT SHELBY MEDICAL CENTER - CANCER CENTER

Commence at the Southwest corner of the Northwest quarter of the Northwest quarter of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama and run in a Westerly direction along the projection of the South line of said 1/4-1/4 section a distance of 14.34 feet to a point on the Easterly Right-of-Way line of U.S. Highway 31, said point also being on a curve to the right having a central angle of $4^{\circ}32'59''$ and a radius of 5629.65 feet; thence deflect $99^{\circ}50'50''$ to the right and to the tangent of said curve and run to a Northeasterly direction along the arc of said curve and said Right-of-Way a distance of 447.04 feet; thence continue on the tangent of said curve and said Right-of-Way in a Northeasterly direction a distance of 118.53 feet to the Point of Beginning of the herein described easement; thence continue along the last described course and said Right-of-Way a distance of 32.00 feet to a point; thence turn an interior angle of $89^{\circ}45'26''$ and run in a Southeasterly direction a distance of 243.14 feet to a point; thence turn an interior angle of $111^{\circ}49'35''$ and run in a Southeasterly direction a distance of 149.57 feet to a point; thence turn an interior angle of $248^{\circ}23'53''$ and run in a Southeasterly direction a distance of 94.88 feet to a point; thence turn an interior angle of $90^{\circ}00'00''$ and run in a Southwesterly direction a distance of 32.00 feet to a point; thence turn an interior angle of $90^{\circ}00'00''$ and run in a Northwesterly direction a distance of 116.62 feet to a point; thence turn an interior angle of $111^{\circ}36'07''$ and run in a Northwesterly direction a distance of 115.83 feet to a point, said point being on a curve to the left having a central angle of $68^{\circ}10'25''$ and a radius of 50,00 feet; thence run along the arc of the said curve in a Northwesterly direction a distance of 59.49 feet to a point; then continue along the tangent of said curve in a Northwesterly direction a distance of 187.51 feet to the ENDPOINT of said easement.