

This instrument prepared by and record and return to:

Angie Godwin McEwen
Johnston Barton Proctor & Powell LLP
2900 AmSouth/Harbert Plaza
1901 Sixth Avenue North
Birmingham, Alabama 35203-2618
(205) 458-9400

STATE OF ALABAMA)

COUNTY OF SHELBY)

WATER DRAINAGE EASEMENT AGREEMENT

THIS WATER DRAINAGE EASEMENT AGREEMENT entered into this 25th day of July, 2003, by and between **W. E. PEEK, SR. and JoANN W. PEEK** ("Grantors") and **BAPTIST HEALTH SYSTEM, INC.**, an Alabama nonprofit corporation ("Grantee").

W I T N E S S E T H:

WHEREAS, Grantors and Grantee entered into that certain Real Estate Sales Agreement dated as of April 15, 2003 (together with all exhibits thereto, the "Agreement") pursuant to which Grantee agrees to sell and Grantors agree to purchase that certain real property more particularly described in Exhibit A attached hereto (Parcel I as described on Exhibit A shall be referred to herein as the "Primary Site" and Parcel II as described on Exhibit A shall be referred to herein as the "Detention Pond Site"; the Primary Site and the Detention Pond Site shall be referred to collectively herein as the "Peek Property"); and

WHEREAS, Grantors have this date purchased from Grantee, are the fee simple owners of, and are in possession of the Peek Property; and

WHEREAS, Grantee owns property adjacent to the Peek Property, which property is more particularly described in Exhibit B attached hereto (the "BHS Site"); and

WHEREAS, a detention pond for the collection of surface water and storm water is located on the Detention Pond Site; and

WHEREAS, Grantee desires to have the right to drain water from the BHS Site across the Primary Site and into the detention pond located on the Detention Pond Site; and

WHEREAS, in connection with the Grantee's conveyance of the Peek Property to Grantors and in order to benefit the BHS Site, Grantors hereby agree to grant an easement for the drainage and flowage of water from the BHS Site over and across the Primary Site and onto the Detention Pond Site.

NOW, THEREFORE, Grantors hereby agree and warrant as follows:

1. **Drainage.** Grantors do hereby grant, bargain, sell and convey unto Grantee an easement for the benefit of Grantee, its successors and assigns for the purpose of permitting the drainage and flowage of water from the BHS Site over and across the Primary Site, into the drainage ditch located along the easterly property line of the Primary Site, to the Detention Pond Site and into the detention pond located thereon. This easement includes the right of the BHS Site to cause water to drain over and across the Primary Site and the Detention Pond Site and into the detention pond located on the Detention Pond Site both from the BHS Site and from adjacent real estate to the north of the BHS Site. The owner of the Detention Pond Site shall be required to control and dispose of water coming onto the Detention Pond Site in accordance with all federal, state and local laws and ordinances.

2. **Duration of Easement.** Said easement shall be permanent and perpetual in duration and shall, as to the benefits and burdens thereof, run with the BHS Site as an appurtenance thereto and the Primary Site and Detention Pond Site as encumbrances thereto.

3. **Costs.** Grantors shall be responsible for payment of all costs associated with the Primary Site and the Detention Pond Site, and Grantee shall incur no expense or liability in connection with the drainage ditch, detention pond, the Primary Site or the Detention Pond Site, or Grantee's use thereof.

4. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

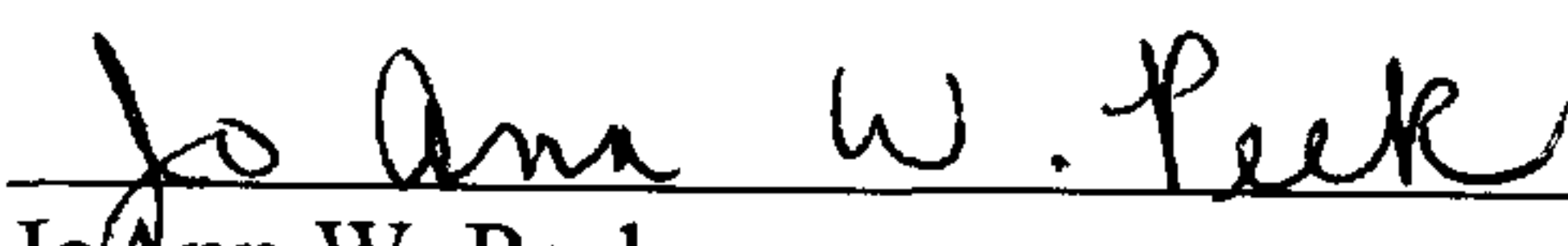
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

GRANTORS:



W. E. Peek, Sr.



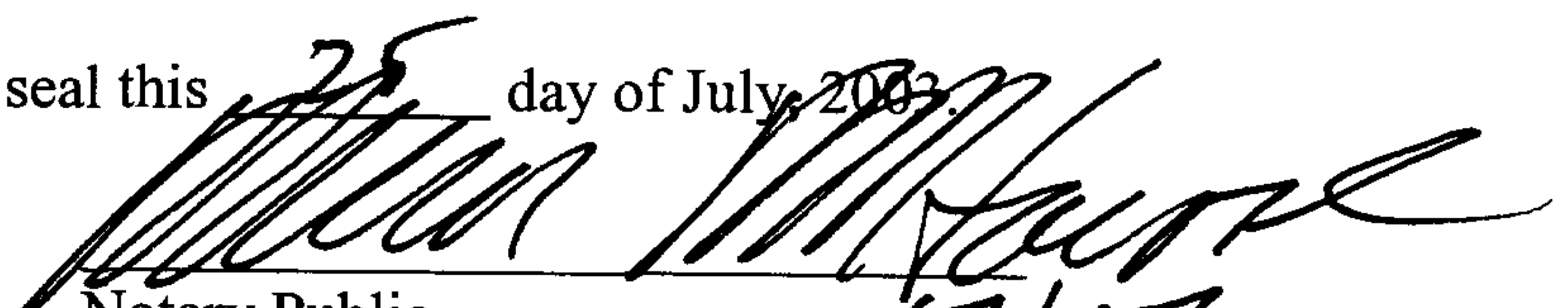
JoAnn W. Peek

STATE OF ALABAMA)

COUNTY OF Tefferson)

I, the undersigned, a notary public, in and for said County in said State, hereby certify that W. E. Peek, Sr. and JoAnn W. Peek, whose names are signed to the foregoing Water Drainage Easement Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25 day of July, 2003.



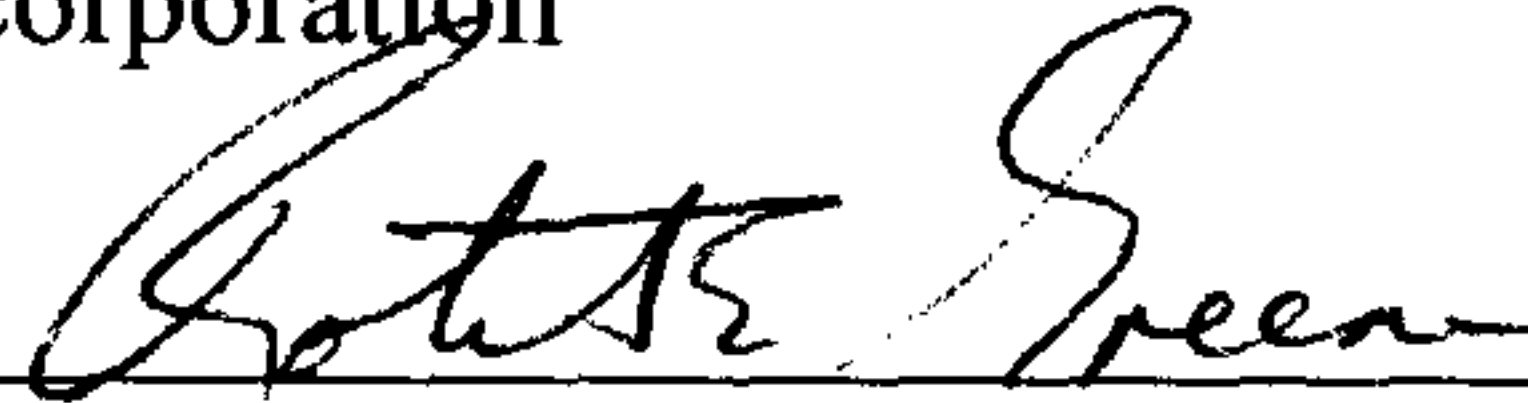
Notary Public
My Commission Expires: 6/7/07

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

GRANTEE:

BAPTIST HEALTH SYSTEM, INC., an Alabama
nonprofit corporation

By:



Robert E. Greene

Its:

Senior Vice President and Chief Financial
Officer

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a notary public, in and for said County in said State, hereby certify that Robert E. Greene, whose name as Senior Vice President and Chief Financial Officer of Baptist Health System, Inc., is signed to the foregoing Water Drainage Easement Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal this 24th day of July, 2003.



Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT L...
MY COMMISSION EXPIRES: AUG 15, 2004
BONDED THRU NOTARY PUBLIC UNDERWRITERS

EXHIBIT A

Peek Property

Parcel I: Primary Site

Lot 1-B-1A, according to the Survey of Baptist Health System, Inc. Resurvey of Lot 1-B-1, as recorded in Map Book 31, Page 84, in the Probate Office of Shelby County, Alabama.

Parcel II: Detention Pond Site

Lot 1-B-4, according to the Survey of Baptist Health System, Inc. Resurvey of Lot 1-B, as recorded in Map Book 30, Page 109, in the Probate Office of Shelby County, Alabama.

EXHIBIT B

BHS Site

Lot 1-B-1B, according to the Survey of Baptist Health System, Inc. Resurvey of Lot 1-B-1, as recorded in Map Book 31, Page 84, in the Probate Office of Shelby County, Alabama.