

This document prepared by and mail after recording to:
James S. Staton, Esq.
P.O. Box 29511
Raleigh, NC 27626

STATE OF WYOMING
COUNTY OF SHERIDAN

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT made this 6th day of Sept, 1985, by and between A.C.R.T. LAND PARTNERSHIP, a Wyoming general partnership, whose address is 306 N. Main Street, Sheridan, Wyoming, hereinafter referred to as "Owner" and GOLDEN CORRAL CORPORATION, a North Carolina corporation, whose address is P.O. Box 29511, Raleigh, NC 27626 is hereinafter referred to as "Buyer".

W I T N E S S E T H:

Owner hereby grants Buyer the right, easement permission, license and privilege to enter upon, travel across and traverse Owner's real property hereinafter described, for the purpose of cutting, removing and utilizing dirt therefrom as is necessary for Buyer's proposed construction on and development of the real property described in Exhibit "B" attached hereto.

All of the aforesaid purposes and activities must be:
(i) consistent with that certain Real Estate Purchase Agreement between A.C.R.T. Land Partnership and Buyer entered into on April 26, 1985; and (ii) accomplished at Buyer's sole cost and expense.

The real property covered by this easement is situated in the County of Sheridan, State of Wyoming, and is fully described in Exhibit "A" and incorporated by reference and is hereinafter referred to as the "Easement Area".

Owner agrees that during the period of time that the terms of this Agreement are in effect Owner will hold Buyer, its agents, employees, and contractors harmless from any claim which might arise as a result of Buyer's exercise of any rights granted herein.

This Easement Agreement shall continue in full force and effect until the earliest happening of either of the following two events: (i) Buyer's construction activities on the real property described in Exhibit "B", attached hereto, are completed and said activities shall be deemed complete on the first opening day of business of the Golden Corral Restaurant proposed to be constructed on said property; or (ii) six (6) months from the latest date this document is signed by the parties hereto. Upon the earliest happening

August 30, 1985

of either of said events, this Easement Agreement shall terminate immediately and shall be of no further force or effect.

Owner hereby covenants and agrees that it is the owner in fee simple of the real estate comprising the Easement Area that it has lawfully seized and has good title thereto, that it has full right and lawful authority to grant the easement conveyed herein, that Owner will warrant and defend the title to said easement against all lawful claims from any person or entity attempting to disseize Buyer or its successors or assigns of the same.

IN WITNESS WHEREOF, the parties hereto have executed this construction easement agreement the day and year first above written.

A.C.R.T. LAND PARTNERSHIP,
a Wyoming general partnership

J. Thomas Stone (SEAL)
General Partner

Donald A. Carroll (SEAL)
General Partner

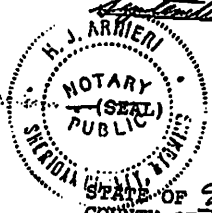
Marlon D. Reams

STJ

STATE OF Wyoming
COUNTY OF Sublette

I, the undersigned, a Notary Public in and for the aforesaid County and State, do certify that Thomas, Marie + Donald R. Arnold personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes therein stated.

WITNESS my hand and notarial seal this 6th day of September, 1985.



[Signature]
Notary Public

My Commission Expires: Oct 4, 1988

STATE OF Wyoming
COUNTY OF Sublette

I, the undersigned, a Notary Public in and for the aforesaid County and State, do certify that Merlin D. Reese and Steven Wm. Park personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes therein stated.

WITNESS my hand and notarial seal this 6th day of September, 1985.



[Signature]
Notary Public

My Commission Expires: Oct 4, 1988

EXHIBIT "A"

Being all of Lot 2, A.C.R.T. Subdivision in the City of Sheridan,
Wyoming per plat thereof recorded in Drawer A Plat No. 20.

612

EXHIBIT "B"
BUYER'S PROPERTY

A tract of land in the E½NW¼ of Section 35, T56N, R84W of the 6th P.M., within the limits of the City of Sheridan, Sheridan County, Wyoming described as follows:

Beginning at a point located N 42° 00' W, 764.0 ft. from the intersection of the northeasterly line of Coffeen Avenue extended with the east line of said NW¼ of Section 35; thence N 42° 00' W, 155.0 feet; thence N 76° 59' E, 145.0 feet; thence N 13° 01' W, 45.0 feet; thence N 75° 36' E, 161.1 feet; thence S 8° 40' E, 185.0 feet; thence S 76° 59' W, 216.9 feet to the point of beginning. Said tract contains 42,663 square feet, more or less and being all of Lot 1, A.C.R.T. Subdivision in the City of Sheridan, Wyoming per plat thereof recorded in Drawer A Plat No. 20.