

STATE OF ALABAMA
COUNTY OF SHELBY

GRANT OF GRADING/SLOPE EASEMENT

THIS EASEMENT AGREEMENT is made and entered into this 7th day of March, 2001, by and between BAPTIST HEALTH SYSTEM, INC. an Alabama non-profit corporation, with an address of P.O. Box 830605, Birmingham, Alabama 35283-0605, herein referred to as "Grantor" and GOLDEN CORRAL CORPORATION, a North Carolina corporation, herein referred to as "Grantee."

WITNESSES:

Whereas, Grantor is the owner in fee simple of a tract of real property located in the County of Shelby, State of Alabama, and described in Exhibit "A" attached hereto (hereinafter called "Parcel 1").

Grantee is or will be at the time of recording of this document, the owner in fee simple of that certain tract of real property located in the County of Shelby, State of Alabama, and described in Exhibit "B" attached hereto (hereinafter called "Parcel 2").

Whereas, Parcel 1 and Parcel 2 are adjoining tracts of land.

Whereas, Grantor and Grantee do hereby intend to establish certain easement rights over Parcel 1 and Parcel 2.

Now, Therefore, for and in consideration of Ten and 00/100 Dollars (\$10.00), the receipt of which is hereby acknowledged, Grantor does hereby grant to Grantee, it successors and assigns, a perpetual, non-exclusive easement appurtenant to Parcel 2 to cut slopes over, upon and across a portion of Parcel 1 (hereinafter referred to as the "Grading Easement") for a length and at a horizontal and vertical foot ratio as set forth and described on Sheet No. C3-RO of the Site Plans for the Golden Corral Restaurant drawn by Gonzalez Webb Strength, Inc., dated January 5, 2001. The legal description of the Grading Easement is set forth in Exhibit "C" attached hereto.

This Easement is made subject to the following:

1. The Grantor shall have the right to use and enjoy fully the Grading Easement subject to the easement rights hereby granted.
2. The Grantee shall have the right and the obligation to grade, regrade, seed, mulch, and maintain the Grading Easement until such time as Grantee has established a stand of grass and stabilized the Grading Easement. The shall be commenced within 30 days of the date hereof, and completed within 180 days of the date hereof.
3. In exercising any of the rights granted herein, the Grantee will not unreasonably interfere with the normal use of the Grading Easement and will, at its sole cost and expense, construct said earthen embankment and with due diligence grade, regrade, seed, mulch and maintain the Grading Easement in a first class manner.

M:\LEGAL\EASEMENT\PELHAM.WPD

03/12/2001-08587
11:26 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 MEL 29.50

Inst # 2001-08587

4. The Grantee will indemnify and hold harmless the Grantor from any claims for damages or injuries, including reasonable attorney fees, arising out of or connected directly or indirectly with the use by Grantee of the easement herein granted.
5. Grantee shall cause to be promptly discharged any mechanic's or other lien filed against the Grading Easement by reason of any act or omission of Grantor.
6. The easement granted hereunder is a permanent easement and will continue in full force and effect so long as the Grading Easement is used by the Grantee, its successors and assigns as provided for herein.

Grantor hereby covenants and agrees that it is the owner in fee simple of Parcel 1, that it is lawfully seized and has good and indefeasible title thereto; that it has full right and lawful authority to grant the easement conveyed herein. The easement shall bind and inure to Grantor's and Grantee's executors, administrators, heirs, successors and assigns. Any covenant contained here shall be deemed to be and shall be continuing covenants running with the land.

In Witness Whereof, Grantor and Grantee have executed this Easement on the day aforesaid and have affixed their seals hereto.

BAPTIST HEALTH SYSTEM, INC.,

An Alabama non-profit corporation

By: Robert E. Greene

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Robert E. Greene, whose name as Senior Vice President, Finance 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, 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 1st Day of March, 2001.

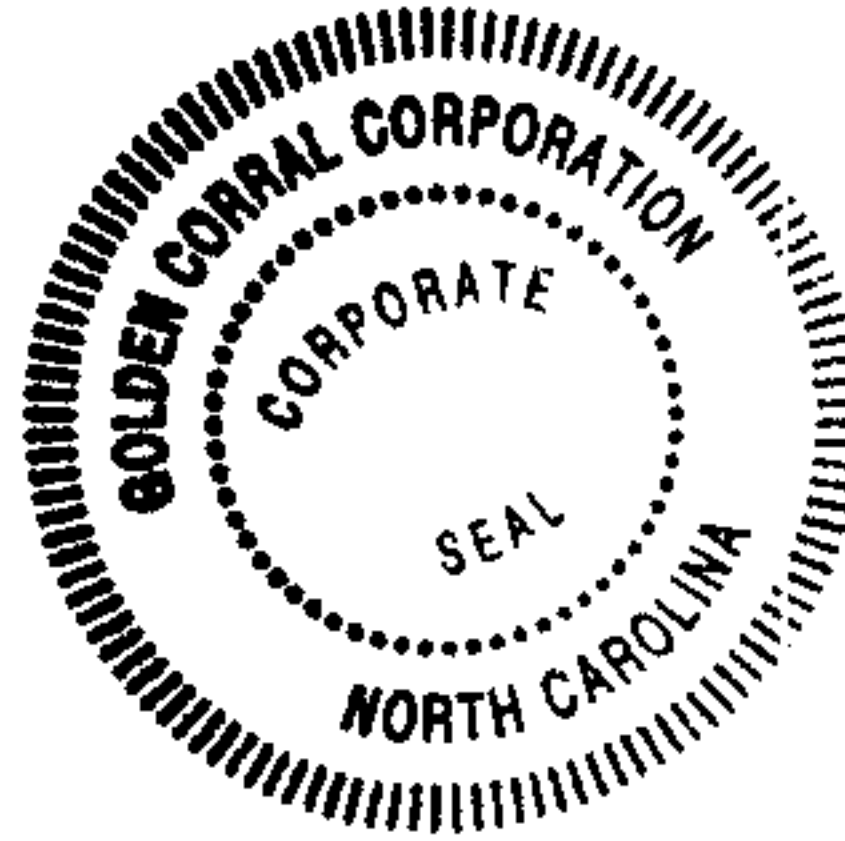
Patricia Lynne Reid
Notary Public

My Commission Expires: August 15, 2004

GOLDEN CORRAL CORPORATION,
a North Carolina corporation

By: C. Lamar Bell

Attest: Robert E. Hayward



STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, the undersigned Notary Public in and for said County, in said State, hereby certify that C. Lamar Bell, whose name as Vice President, Finance and Development of Golden Corral Corporation, a North Carolina 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, 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 27th Day of February, 2001.

Frank H. Hunt

Notary Public

My Commission Expires: 6-11-2003

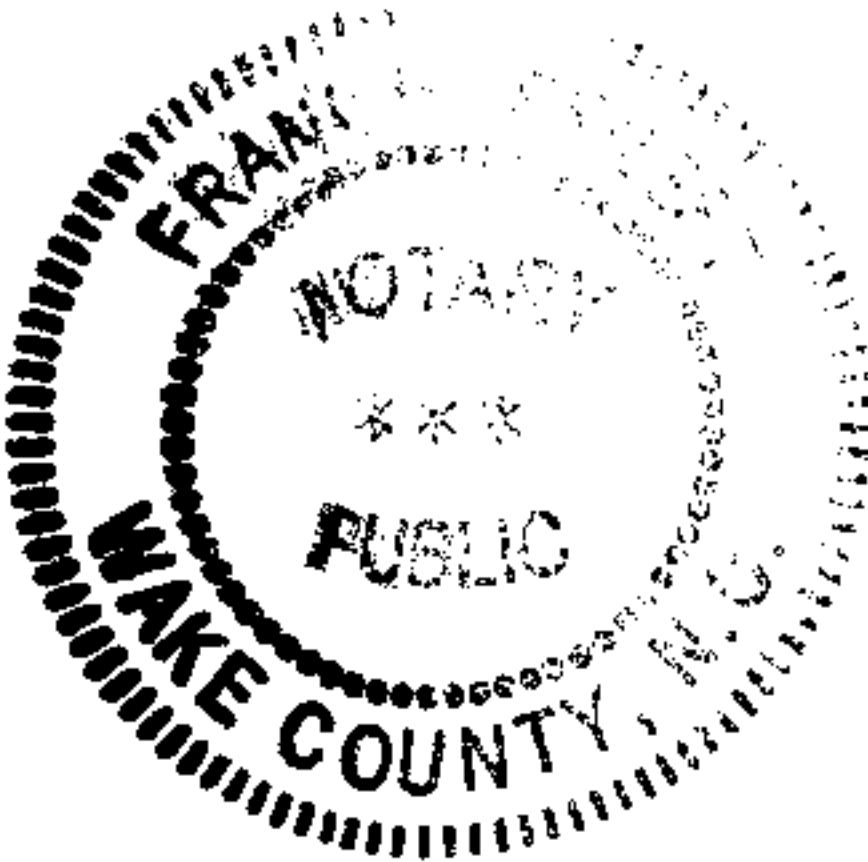


EXHIBIT A

Lot 1, according to the Survey of Shelby Medical Center- Baptist Medical Centers Resurvey, as recorded in Map Book 18, page 27, in the Probate Office of Shelby County, Alabama.

Less and except the property described in Exhibit B attached, to be known as Lot 2, Golden Corral's Addition to Pelham, as recorded in Map Book 27, page 49, in said Probate Office.

EXHIBIT B

A portion of Lot 1, according to the Survey of Shelby Medical Center- Baptist Medical Centers Resurvey, as recorded in Map Book 18, page 27, in the Probate Office of Shelby County, Alabama, to be known as Lot 2, Golden Corral's Addition to Pelham, as recorded in Map Book 27, page 149, in said Probate Office.

TEMPORARY GRADING EASEMENT

A parcel of land situated in part of the Southeast one-quarter of the Northeast one-quarter and part of the Northeast one-quarter of the Southeast one-quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of Lot 1, Shelby Medical Center – Baptist Medical Centers Resurvey, as recorded in Map Book 18, Page 27, in the Office of the Judge of Probate, Shelby County, Alabama, said point being on the Western most right of way line of Interstate 65 (right of way varies); thence run in a Southwesterly direction along the Southern most property line of said Lot 1 for a distance of 289.09 feet; thence turn a deflection angle right 90 degrees 00 minutes 31 seconds and run in a Northwesterly direction for a distance of 29.19 feet to the POINT OF BEGINNING; thence turn a deflection angle left 89 degrees 58 minutes 17 seconds and run in a Westerly direction for a distance of 395.01 feet to a point on the Eastern most right of way line of rededicated Cahaba Valley Parkway; thence turn a deflection angle right 88 degrees 45 minutes 19 seconds and run in a Northerly direction along said Eastern most right of way line for a distance of 61.00 feet; thence turn a deflection angle right 91 degrees 14 minutes 41 seconds and run in an Easterly direction for a distance of 273.21 feet; thence turn a deflection angle right 26 degrees 20 minutes 29 seconds and run in a Southeasterly direction for a distance of 137.44 feet to the POINT OF BEGINNING. Said parcel contains 20,376 square feet or 0.47 acres more or less.

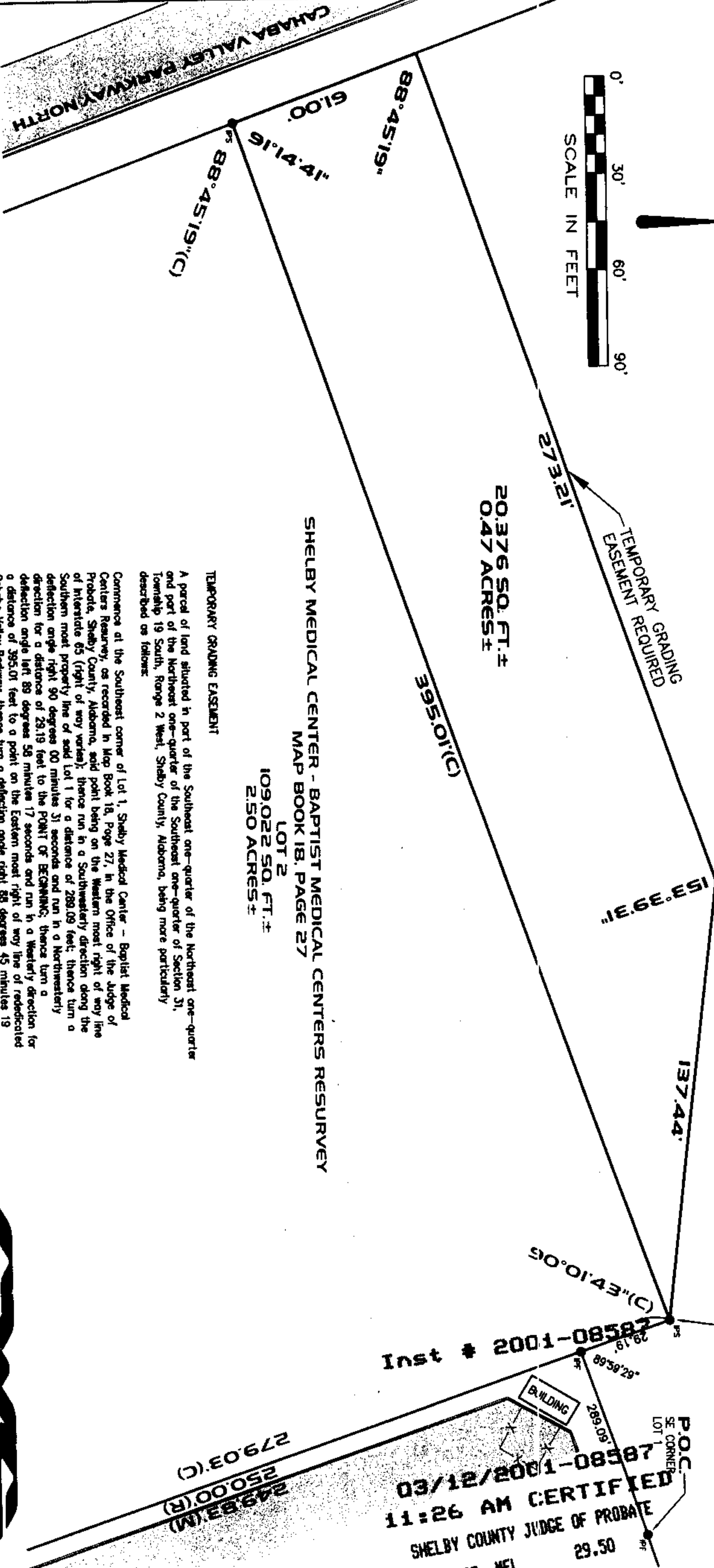
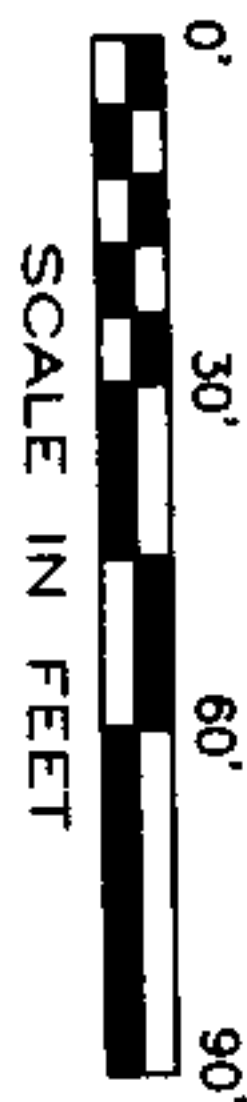
EXHIBIT MAP

TEMPORARY GRADING EASEMENT

FOR
GOLDEN CORRAL

PELHAM, ALABAMA

REVISED: 1/17/01



ABBREVIATIONS	
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

TEMPORARY GRADING EASEMENT

A parcel of land situated in part of the Southeast one-quarter of the Northeast one-quarter and part of the Northeast one-quarter of the Southeast one-quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of Lot 1, Shelby Medical Center - Baptist Medical Centers Resurvey, as recorded in Map Book 18, Page 27, in the Office of the Judge of Probate, Shelby County, Alabama, said point being on the Western most right of way line of Interstate 65 (right of way varies); thence run in a Southwesterly direction along the Southern most property line of said Lot 1 for a distance of 289.09 feet; thence turn a deflection angle right 90 degrees 00 minutes 31 seconds and run in a Northwesterly direction for a distance of 29.19 feet to the POINT OF BEGINNING; thence turn a deflection angle left 89 degrees 58 minutes 17 seconds and run in a Westerly direction for a distance of 395.01 feet to a point on the Eastern most right of way line of rededicated Cahaba Valley Parkway; thence turn a deflection angle right 88 degrees 45 minutes 19 seconds and run in a Northerly direction along said Eastern most right of way line for a distance of 61.00 feet; thence turn a deflection angle right 91 degrees 14 minutes 41 seconds and run in an Easterly direction for a distance of 273.21 feet; thence turn a deflection angle right 26 degrees 20 minutes 29 seconds and run in a Southwesterly direction for a distance of 137.44 feet to the POINT OF BEGINNING. Said parcel contains 20,376 square feet or 0.47 acres more or less.

GONZALEZ WEBB STRENGTH, INC.
ENGINEERING & SURVEYING
SUITE 407 - 117 SEMINI CIRCLE
BIRMINGHAM, ALABAMA 35203
PHONE: (205) 942-9025
FAX: (205) 942-9025
© Copyright 1998

Inst # 2001-08587
03/12/2001-08587
11:26 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
087 MEL

Exhibit C
2 of 2 pages