

RECORDED SEPTEMBER 11, 1984 BK 288 PG 119 NO 911239 MARGARET LEWIS, COUNTY CLERK

EXHIBIT "B"

AGREEMENT FOR COMMON PARKING AND ACCESS

THIS AGREEMENT is made and entered into this 15th day of August, 1984, by and between F. C. STANGL III, Suite 300, 4455 South 700 East, Salt Lake City, Utah 84107 ("Seller") and JB'S RESTAURANTS, INC., a California corporation, 1010 West 2610 South, Salt Lake City, Utah 84119 ("Buyer").

W I T N E S S E T H :

WHEREAS, Seller is the owner and title holder in fee simple of certain premises situated in the City of Sheridan, County of Sheridan, and State of Wyoming, legally described as Lot 2 on Exhibit "C" hereto attached and hereby made a part hereof (said Lot 2 sometimes hereinafter referred to as the "Stangl Premises"); and

WHEREAS, the title to premises immediately adjoining the Stangl Premises has been conveyed by Seller to Buyer, such adjoining premises being legally described as Lot 1 on Exhibit "C" attached hereto and made a part hereof (said Lot 1 sometimes hereinafter referred to as the "Big Boy Premises"); and

WHEREAS, the Big Boy Premises and the Stangl Premises have common boundaries, the Big Boy Premises will be improved with a restaurant building and accessory parking facilities, the Stangl Premises are unimproved and the parties have agreed to provide for the common use of portions of their respective Premises;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto covenant and agree as follow:

1. In the event the Stangl Premises, or any portion thereof, are improved and used for offices, retail stores or other business service purposes, then so long as the Stangl Premises are so used, Buyer hereby grants to Seller and the tenants, subtenants, customers, clients, invitees, licensees, agents and employees of Seller and Seller's tenants the non-exclusive right and easement to use the driveways, entrances, exits, parking areas and common areas

to be constructed on the Big Boy Premises from time-to-time, to the same extent, in the same manner and subject to the same limitations that the tenants, subtenants, customers, clients, invitees, licensees, agents and employees of Buyer and Buyer's tenants may exercise such right.

2. In the event the Stangl Premises, or any portion thereof, are improved and used for offices, retail stores or other business service purposes, then so long as the Big Boy Premises are used, upon completion, for a restaurant, retail store or business service purpose, Seller hereby grants to Buyer and the tenants, subtenants, customers, clients, invitees, licensees, agents and employees of Buyer and Buyer's tenants the non-exclusive right and easement to use the driveways, entrances, exits, parking areas and common areas which may be constructed on the Stangl Premises from time-to-time, to the same extent, in the same manner and subject to the same limitations that the tenants, subtenants, customers, clients, invitees, licensees, agents and employees of Seller and Seller's tenants of future businesses located on the Stangl Premises may exercise such right.

3. Neither party hereto shall construct or permit to be constructed any fence, barricade, building or other structure at or near the common boundary between the Stangl Premises and the Big Boy Premises.

4. Each of the parties hereto shall repair, maintain, and keep the driveways, entrances, exits, parking areas and common areas which may be constructed on their respective Premises in a good and clean condition, including without limitation patching of pavement, resurfacing, restripping lines which indicate vehicle parking spaces and driveways, sweeping and removing snow, trash and debris, maintaining the drainage system, paying real property taxes and assessments, repairing and maintaining the lighting system (including repair of light standard and replacement of lamps), for the uses set forth hereinabove.

5. Prior to the first use by a party hereto of the driveways, entrances, exits, parking areas or common areas on the Stangl Premises or the Big Boy Premises, that party shall procure and at all times maintain an insurance policy or policies insuring each party hereto against liability for injury or death of persons or damage to property arising out of the use, operation and maintenance of the driveways, entrances, exits, parking areas and common areas on that party's Premises in a sum of not less than One Million Dollars (\$1,000,000.00) for any one person injured

or killed, in a sum of not less than Three Million Dollars (\$3,000,000.00) for injuries to or death of more than one person in any one accident, and in a sum of not less than Five Hundred Thousand Dollars (\$500,000.00) for liability for property damage. Upon the request of either party hereto the other shall submit written evidence that such insurance policy or policies are in effect, and each such insurance policy or policies shall contain an express provision to the effect that the same cannot be cancelled without at least ten (10) days prior written notice to both parties hereto.

6. If the parties hereto agree, the obligations stated in Paragraphs 4 and 5 above may be performed in common under a Common Area Maintenance Agreement wherein the combined cost of such obligations shall be attributed to the parcels as follows: twenty percent (20%) to Lot 2 and eighty percent (80%) to Lot 1.

7. The term of this instrument shall be perpetual unless revoked in accordance with the provisions of Paragraph 12 herein.

8. The covenants, easements, rights-of-way and conditions herein contained may be enforced by either party hereto, and any violation thereof may be restrained or enforced by any court of competent jurisdiction and/or damages may be awarded for any violation; provided, however, that nothing herein shall be construed as meaning that damages are an adequate remedy where equitable relief is sought.

9. The waiver of, or failure to enforce, any breach or violation of any of the covenants, easements, rights-of-way or condition herein contained shall not be deemed to be a waiver of the right to enforce, or be deemed an abandonment of the particular covenant, easement, right-of-way or condition, nor shall it be deemed to be a waiver of the right to enforce any subsequent breach or violation of such covenant, easement, right-of-way or condition, regardless of whether any person affected thereby had knowledge of the breach or violation.

10. Invalidity of any one of the covenants, easements, rights-of-way or conditions, or any part or parts thereof, shall not affect any of the other covenants, easements, rights-of-way or conditions, or any part or parts thereof, which shall remain in full force and effect.

12. These covenants, easements, rights-of-way and conditions may be revoked or amended at any time by recording in the office of the County Recorder of Sheridan County, Wyoming, an instrument in writing reciting such revocation or amendment, bearing the acknowledged signatures of the parties hereto.

13. The easements and rights hereby granted with respect to the driveways, entrances, exits, parking areas and common areas on the Stangl Premises are appurtenant to the Big Boy Premises and a burden on the Stangl Premises; the easements and rights hereby granted with respect to the driveways, entrances, exits, parking areas and common areas on the Big Boy Premises are appurtenant to the Stangl Premises and a burden on the Big Boy Premises; and the easements, rights, covenants and conditions herein contained shall run with the land, shall inure to the benefit of and be binding upon Seller, his executors, administrators, personal representatives, successors and assigns, and shall inure to the benefit of and be binding upon Buyer, its successors and assigns.

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

SELLER:

BUYER:

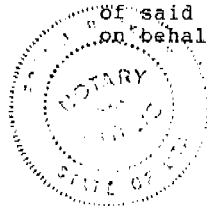
JB'S RESTAURANTS, INC.

F. C. Stangl III

By Clark D. Jones
Clark D. Jones
President

STATE OF Utah)
COUNTY OF Salt Lake) ss.

On this 6th day of August, 1984, before me personally appeared Clark D. Jones to me known, who being by me duly sworn, did depose and say: that he/she is President of JB'S RESTAURANTS, INC., a California corporation, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that he/she executed the said instrument on behalf of the corporation by authority of his/her office.



Robert J. Buckley
NOTARY PUBLIC
Residing at: Salt Lake
Commission Expires: 4/11/87

STATE OF Utah)
COUNTY OF Salt Lake) ss.

On this 15th day of August, 1984, before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared F. C. Stangl III to me known and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

James P. O'Neil
NOTARY PUBLIC
Residing at: Salt Lake City, Utah
Commission Expires: 11/18/84

