

AFTER RECORDING, PLEASE RETURN TO:
Mr. Thomas J. Uriona
IHC HEALTH SERVICES, INC.
36 South State Street, 23rd Floor
Salt Lake City, Utah 84111

7016838
07/02/98 4:11 PM 64.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
METRO NATIONAL TITLE
REC BY: R JORDAN DEPUTY - WI

7016838

**DECLARATION
OF
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS**

(West Jordan Town Center and Adjoining Property)

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS is made and executed this 27th day of July, 1998, by CPI/WEST JORDAN, LLC, an Idaho limited liability company (the "Developer"), and IHC HEALTH SERVICES, INC., a Utah nonprofit corporation (the "Northern Property Owner").

RECITALS

WHEREAS, the Developer is the owner of certain real property located in Salt Lake County to be known as the "West Jordan Town Center" more particularly described in Exhibit A attached hereto (the "Shopping Center Property");

WHEREAS, following the recordation of this Declaration, the Developer will convey to Dayton Hudson Corporation a portion of the Shopping Center Property more particularly described in Exhibit B attached hereto (the "Target Property");

WHEREAS, following such conveyance, the Developer will own the remainder of the Shopping Center Property more particularly described in Exhibit C attached hereto (the "Remaining Shopping Center Property");

WHEREAS, the Northern Property Owner is the owner of certain real property located in Salt Lake County more particularly described in Exhibit D attached hereto (the "Northern Property");

WHEREAS, in order to facilitate the development of the Shopping Center Property and the Northern Property, on the date hereof and immediately prior to the recordation of this Declaration, the Northern Property Owner sold to the Developer certain real property and the Developer sold to the Northern Property Owner certain real property;

WHEREAS, in connection with such sales, the Northern Property Owner and the Developer (collectively, the "Declarants") agreed to execute a Declaration of Easements,

BK8027PG1715

Covenants, Conditions and Restrictions in the form hereof in order to provide certain access easements, create certain obligations to construct and maintain a common entranceway and driveway, and impose certain construction restrictions; and

WHEREAS, to these ends, and for the benefit of the Northern Property, the Target Property and the Remaining the Shopping Center Property and the Users (as defined below), the Declarants desire to subject the Northern Property, the Target Property and the Remaining Shopping Center Property to the easements, covenants, conditions and restrictions set forth in this Declaration;

NOW, THEREFORE, in consideration of the covenants contained in this Declaration and the mutual benefits to be derived herefrom, the Declarants, desiring to enter into a recordable agreement setting forth certain right, privileges, easements and restrictions affecting the Northern Property, the Target Property and the Remaining Shopping Center Property, agree as follows:

ARTICLE I DEFINITIONS

When used in this Declaration:

"Additional Access Areas" has the meaning attributed thereto in Section 7.1.

"Building" means any building or structure on the Shopping Center Property or the Northern Property.

"Common Areas" means the private driveway designated as such and shown on Exhibit E attached hereto, which is more particularly described on Exhibit F attached hereto, together with the Additional Access Areas, if any.

"Common Areas Construction Costs" means all costs incurred in connection with the design, engineering and construction of the Common Areas.

"Common Areas Construction Plans" means the design and engineering plans for the initial Common Areas, including grading, asphalt, curbs, gutters, stripping, lighting systems, landscaping, monument signs and all other such improvements as are shown on the Site Development Plans, which have been approved by each of the Northern Property Owner and the Developer.

"Common Areas Maintenance Expenses" means all costs and expenses incurred in maintaining or repairing the Common Areas as provided in Article IV and as may otherwise required by ordinance, including without limitation curb, gutter and asphalt, re-surfacing, re-striping, cleaning, landscaping, lighting systems, retaining walls constructed by the Remaining Shopping Center Property Owner and snow-removal.

"Constant Dollars" means the present value of the dollars to which such phrase refers. An adjustment shall occur on January 1 of the sixth calendar year following the date of

this Declaration and thereafter at five year intervals. Constant Dollars shall be determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index Number and denominator of which is the Base Index Number. The "Base Index Number" shall be the level of the Index for the month during which this Declaration is dated; the "Current Index Number" shall be the level of the Index for the month of September of the year preceding the adjustment year; the "Index" shall be the Consumer Price Index for All Urban Consumers, U.S. City Average, All items published by the Bureau of Labor Statistics of United States Department of Labor (base year 1982-84=100), or any successor index thereto as hereinafter provided. If publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, then the Shopping Center Common Areas Manager, with the written consent of the Northern Property Owner and the Target Property Owner, shall substitute for the Index reasonably comparable statistics as computed by an agency of the United States Government or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been achieved by the Index, and if such parties cannot so agree, then the Index shall be the measure used under the then current Shopping Center Declaration.

"Declaration" means this Declaration of Easements, Covenants, Conditions and Restrictions, as the same may be modified, amended, supplemented or expanded in accordance with the law and the provisions hereof.

"Easement Option" means that certain Easement Option Agreement dated as of October 9, 1997 between South Jordan Canal Company and IHC Health Services, Inc., as amended by that certain First Amendment to Easement Option Agreement dated as of June 23, 1998, which is referred to in that certain Notice of Easement Option recorded October 9, 1997 as Entry No. 6760741 in Book 7778 at Page 2962 of the Salt Lake County Records.

"Occupant" means any person who has a legal right, whether by purchase, lease or rental, to occupy and use any Building, or any part thereof.

"Owner" means any person who owns all or any portion of the Northern Property or the Shopping Center Property.

"Remaining Shopping Center Property" means that certain real property more particularly described in Exhibit C attached hereto.

"Remaining Shopping Center Property Owner" means the Owner of the Remaining Shopping Center Property.

"Restricted Building Area A" means the area within the Target Property so designated on Exhibit G.

"Restricted Building Area B" means the area within the Target Property so designated on Exhibit G.

“Shopping Center Common Areas Manager” means the owner of a portion of the Shopping Center Property that has been designated under the Shopping Center Declaration to be responsible for maintenance of the common areas of the Shopping Center Property.

“Shopping Center Declaration” means, at any time, the Declaration of Restrictions and Easements and the Common Area Maintenance Agreement, as amended from time to time, that are recorded at such time with respect to the Shopping Center Property.

“Shopping Center Property” means that certain real property more particularly described in Exhibit A attached hereto.

“Shopping Center Property Owner” means the Owner of the Shopping Center Property.

“Site Development Plans” means those certain plans and specifications dated May 19, 1998 prepared by Jeffrey A. Schneider as the “West Jordan Town Center – Phase 2 & 3 - Target Site Development.”

“Target Property” means that certain real property more particularly described in Exhibit B attached hereto.

“Target Property Owner” means the Owner of the Target Property.

“User” means each Occupant of each Building and such Occupant’s operators, customers, clients, guests, licensees, invitees, tenants, subtenants, employees, contractors, vendors, suppliers, concessionaires and agents.

ARTICLE II
RESTRICTIONS ON USES

Section 2.1. Restrictions on Use of Target Property During the period commencing on the date this Declaration is recorded and ending on the date that is the fifteenth (15th) anniversary of such date (the “15th Anniversary Date”), no permanent building structures shall be constructed in Restricted Building Area A or in Restricted Building Area B; provided, however, that a single, one-story structure not exceeding 22 feet in height (including mechanical fixtures and equipment and screening for same and not exceeding 6,000 square feet in size may be constructed in either or both of Restricted Building Area A and Restricted Building Area B. After the 15th Anniversary Date, the restrictions contained in this Section 2.1 shall forever cease and terminate. Notwithstanding the provisions of Section 8.5, this Section 2.1 may be amended or terminated without the consent of any party other than the Target Property Owner and the Northern Property Owner.

ARTICLE III
CONSTRUCTION OF COMMON AREAS

Section 3.1. Construction of Common Areas. The Remaining Shopping Center Property Owner shall construct the Common Areas in accordance with the Common Areas

Construction Plans in a good and workmanlike manner; provided, however, that there shall be also be constructed on the top of the retaining walls shown on the Site Development Plans a safety railing (the "Railing") that (1) meets all specifications of applicable laws, regulations, ordinances and building codes and requirements under the Americans with Disabilities Act, (2) consistent with the foregoing, blocks the view through the railing to the least extent possible, and (3) is otherwise approved by the Northern Property Owner. Prior to construction of the Common Areas, the Remaining Shopping Center Property Owner shall submit to the Northern Property Owner and the Target Property Owner plans and specifications for the Railing. The Northern Property Owner and the Target Property Owner shall have fifteen days to review and approve such plans and specifications, such approval not to be unreasonably withheld. The construction of the Common Areas shall commence no later than September 30, 1998 and shall be completed no later than May 1, 1999.

Section 3.2. Payment of Costs of Construction of Common Areas. The Remaining Shopping Center Property Owner shall pay one hundred percent (100%) of the Common Areas Construction Costs.

Section 3.3. Construction of Signal at 6720 South. At such time as a traffic signal is installed at 6720 South, the Northern Property Owner and the Remaining Shopping Center Property Owner will share in the costs attributable thereto, together with the Utah Department of Transportation, the City of West Jordan and every other entity benefiting from such signal. Of that portion of the contribution collectively required of the Northern Property Owner and the Shopping Center Property Owners, the Northern Property Owner shall pay 35% and the Remaining Shopping Center Property Owner shall pay 65% of such contribution.

ARTICLE IV MAINTENANCE OF COMMON AREAS

Section 4.1. Duty to Maintain. The Remaining Shopping Center Property Owner shall maintain and operate the Common Areas, and shall reconstruct, repair or replace any improvements to the Common Areas as are appropriate in order to maintain the overall appearance of the Shopping Center Property and the Northern Property; provided, however, that the Common Areas, for the purposes of this Section 4.1 and for the purposes of the definition of Common Areas Maintenance Expenses, shall not include the Additional Access Areas or the Canal Road Extension, both of which shall be maintained by and at the expense of the Northern Property Owner as more fully provided in Article VII. The Remaining Shopping Center Property Owner shall keep the Common Areas in a good, clean, attractive, safe and sanitary condition, order and repair, and in a manner consistent with a first-class multi-use retail, office and commercial development. Without limiting the foregoing, the Remaining Shopping Center Property Owner shall be responsible for the following:

(a) Maintaining, repairing and resurfacing, when necessary, all paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability; and restriping, when necessary;

(b) Removing all snow, papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

(c) Maintaining, repairing and replacing, when necessary, all traffic directional signs, markers and lines;

(d) Operating, maintaining, repairing and replacing, when necessary, such artificial lighting facilities as shall be reasonably required and otherwise consistent with the operations on the Shopping Center Property;

(e) Maintaining all landscaped areas; maintaining, repairing and replacing when necessary, automatic sprinkler systems and water lines; and replacing shrubs and the landscaping as is necessary; and

(f) Performing itself or contracting with a third party or parties to perform any of the services described herein; provided, however, that the Remaining Shopping Center Property Owner shall remain responsible and liable for the performance of all of such services in accordance with the foregoing and for the performance of any such third party or parties under any such contract or contracts.

Section 4.2. Payment of Common Areas Maintenance Expenses. The Remaining Shopping Center Property Owner shall pay one hundred percent (100%) of the Common Areas Maintenance Expenses.

Section 4.3. Delegation. The Northern Property Owner agrees to look to the Remaining Shopping Center Property Owner for performance of the maintenance obligations under this Article IV or, in the event that the Remaining Shopping Center Property Owner gives the Northern Property Owner written notice that a Shopping Center Common Areas Manager is responsible for such maintenance, to the Shopping Center Common Areas Manager. In the event that the Remaining Shopping Center Property Owner or the Shopping Center Common Areas Manager does not perform such obligations, or in the event that the Target Property Owner is maintaining the Common Areas on the Target Property, then the Target Property Owner shall be responsible for performance of such obligations.

ARTICLE V RIGHTS TO USE COMMON AREAS

Section 5.1. Easements of Enjoyment. Subject to the limitations set forth in Section 5.2 hereof and elsewhere in this Declaration, every User shall have nonexclusive rights and easements of use and enjoyment in and to the Common Areas for the purpose of vehicular ingress and egress from and to the Northern Property and the Shopping Center Property. These easements shall be appurtenant to and shall pass with title to the Northern Property and the Shopping Center Property, shall in no event be separated therefrom, and shall bind and burden the Northern Property and the Shopping Center Property, and benefit the Northern Property and the Shopping Center Property.

Section 5.2. Limitation on Easements Generally. The rights and easements of use and enjoyment as described in Section 5.1 hereof shall be subject to and limited as follows:

(a) Interference. The limitation that they shall not be exercised in any manner which substantially interferes (i) with the purposes of the Common Areas as provided herein; or (ii) with the rights and easements of any other User. Without limitation, no Owner shall allow any parking within the Common Areas.

(b) Governmental Access. The right of the County of Salt Lake and any other governmental or quasi-governmental body having jurisdiction over the Northern Property and the Shopping Center Property at any time and from time to time, and any private or public utility company serving the Northern Property and the Shopping Center Property, of access to, and rights of ingress and egress over and across, any of the Common Areas for purposes of providing police and fire protection, and providing any other governmental, municipal or utilities services.

(c) Easements. The right of each Declarant, in its sole discretion, to grant permits, licenses and easements over, across, through and under the Common Areas located on the property owned by such Declarant to any governmental or quasi-governmental authority, to any public or private utility company or to any other person or entity for the purpose of installing, maintaining or providing utilities and related facilities or for such other purposes reasonably necessary or useful for the proper construction, development, maintenance or operation of such property; provided, however, that such actions shall not be undertaken during the months of November, December, and January, unless an emergency otherwise requires action at such times; and provided further, that in any event will be undertaken in a manner that will not unreasonably interfere with the use of the Common Areas, and the Common Areas shall be restored to their original condition as soon as is reasonably possible.

(d) No Public Rights or Dedication. The limitation that such rights shall not be construed as creating any rights in or of the benefit of the general public, or be deemed to be a gift or dedication of any of the Common Areas to the general public or for any public use whatsoever.

(e) No Implied Parking Rights. Nothing herein shall be deemed to authorize parking by a User of a Building on the Shopping Center Property to park on the Northern Property, or by a User of a Building on the Northern Property to park on the Shopping Center Property.

(f) No Industrial Use. No User shall use the Common Areas for heavy industrial traffic; provided, however, that such prohibition shall not limit (1) the right of delivery trucks to use the Common Areas to serve Users and (2) the right of construction vehicles to use the Common Areas to access the Northern Property or the Shopping Center Property.

Section 5.3 Insurance and Indemnification.

(a) Each Owner (as to its property only) shall maintain or cause to be maintained in full force and effect at least the minimum insurance coverages in Constant Dollars

set forth below:

- (i) Commercial General Liability Insurance with a combined single limit of liability of Two Million Dollars (\$2,000,000.00) in Constant Dollars of bodily injury, personal injury and property damage, arising out of any one occurrence; unless such Owner complies with the requirements regarding self-insurance pursuant to subsection (b)(iii) below, the other Owners shall be "additional insureds" under such policy as it applies to the insuring Owner's property.
- (ii) Workers' compensation and employer's liability insurance:
 - (A) Workers' compensation insurance as required by any applicable law or regulation.
 - (B) Employer's liability insurance in the amount of \$1,000,000 in Constant Dollars each accident for bodily injury, \$1,000,000 in Constant Dollars policy limit for bodily injury by disease and \$1,000,000 in Constant Dollars each employee for bodily injury by disease.
- (iii) Automobile Liability Insurance: Automobile liability insurance including coverage for owned, hired and non-owned automobiles. The limits of liability shall not be less than \$1,000,000 in Constant Dollars combined single limit each accident for bodily injury and property damage combined.

(b) Except as otherwise provided below, all insurance required by Section 5.3(a) shall be written on an occurrence basis and procured from companies rated by Best's Insurance Reports not less than A-/X which are authorized to do business in the State of Utah. All insurance may be provided under (i) an individual policy covering this location, (ii) a blanket policy or policies which includes other liabilities, properties and locations of such Owner; provided, however, that if such blanket commercial general liability insurance policy or policies contain a general policy aggregate of less than \$20,000,000 in Constant Dollars, then such insuring Owner shall also maintain excess liability coverage necessary to establish a total liability insurance limit of \$20,000,000 in Constant Dollars, (iii) a reasonable plan of self-insurance, provided that any Owner so self-insuring has \$50,000,000 in Constant Dollars of both net worth and net current assets, or (iv) a combination of any of the foregoing insurance programs. To the extent any deductible is permitted or allowed as a part of any insurance policy carried by an Owner in compliance with Section 5.3, such Owner shall be deemed to be covering the amount thereof under an informal plan of self-insurance; provided, however, that in no event shall any deductible exceed \$50,000.00 in Constant Dollars unless such Owner complies with the requirements regarding self-insurance pursuant to (iii) above. Each Owner agrees to furnish to any Owner requesting the same, a certificate(s) of insurance, or statement of self-insurance, as the case may be, evidencing that the insurance required to be carried by such Person is in full force and effect.

(c) Each Owner agrees to defend, protect, indemnify and hold harmless each other from and against all claims or demands, including any action or proceedings brought thereon, and all costs, losses, expenses and liability of any kind relating thereto, including reasonable attorney's fees and cost of suit, arising out of or resulting from the injury to or death of any person, or damage to the property of any person located on the property owned by such indemnifying Owner; provided, however, the foregoing obligation shall not apply to claims caused by the negligence or willful act or omission of such other Owner, its licensees, concessionaires, agents, servants or employees, or the agents, servants, or employees of any licensee or concessionaire thereof.

ARTICLE VI
UTILITIES

Section 6.1. Utilities. In connection with its initial development of the Shopping Center Property, the Shopping Center Property Owner agrees to provide to the Northern Property access to water and sanitary sewer and storm drain lines ("Utility Lines") at the locations and pursuant to the specifications and criteria set forth in the Site Development Plans; provided, however, that the Northern Property Owner shall provide for on-site retention of storm water on the Northern Property. The Northern Property Owner agrees that it will be responsible for obtaining permission from, and for paying all hook-up fees to, West Jordan City with respect to each such connection.

Section 6.2 Easements. The Shopping Center Property Owner hereby grants and conveys to the Northern Property Owner non-exclusive perpetual easements in, to, over, under, along and across those portions of the Shopping Center Property necessary for the operation, flow, passage and use of Utility Lines serving the Northern Property. The initial location of any Utility Line shall be as determined as set forth in Section 6.1. The easement areas shall be no wider than necessary to reasonably satisfy the requirements of a private or public utility, or five feet (5') on each side of the centerline of the area where the Utility Lines are located. Upon request, the Remaining Shopping Center Property Owner shall provide to the Northern Property Owner a copy of an as-built survey by a registered surveyor showing the location of such easements, and the Remaining Shopping Center Property Owner, the Target Property Owner and the Northern Property Owner shall execute an amendment to this Declaration to add exhibits which provide the legal descriptions of such easements.

Section 6.3. Utilities to be Underground. All Utility Lines shall be underground except:

- (a) as may be necessary during periods of construction, reconstruction, repair, or temporary service;
- (b) as may be required by governmental agencies having jurisdiction; and
- (c) as may be required by the provider of such service.

Section 6.4. Indemnification. The Northern Property Owner agrees to defend, protect, indemnify and hold harmless the Shopping Center Property Owner from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including reasonable attorney's fees and cost of suit, arising out of or resulting from the exercise of the right to use the Utility Lines by the Northern Property Owner.

Section 6.3. Relocation. The Shopping Center Property Owner shall have the right to relocate a Utility Line upon thirty (30) days' prior written notice, provided that such relocation:

- (a) shall not be commenced during the months of November, December or January;
- (b) shall not interfere with or diminish the utility service to the Northern Property Owner during the Northern Property Owner's business hours;
- (c) shall not reduce or unreasonably impair the usefulness or function of such Utility Line;
- (d) shall be performed without cost or expense to the Northern Property Owner;
- (e) shall be completed using materials and design standards which equal or exceed those originally used; and
- (f) shall have been approved by the provider of such service and the appropriate governmental or quasi-governmental agencies having jurisdiction thereover.

Documentation of the relocated easement area, including the furnishing of an "as-built" survey, shall be the Remaining Shopping Center Property Owner's expense and shall be accomplished as soon as possible following completion of such relocation, and the Remaining Shopping Center Property Owner, the Target Property Owner and the Northern Property Owner shall execute an amendment to this Declaration to amend the exhibits which provide the legal descriptions of the easements for the Utility Lines.

Section 6.4. Maintenance and Repair.

(a) The Shopping Center Property Owner shall maintain and repair, or cause to be maintained and repaired, at its expense, in a good state of repair and safe condition, all Utility Lines located on the Shopping Center Property; provided, however, that in the event any Utility Line is publicly dedicated to a governmental entity, the Shopping Center Property Owner shall, from and after the date of such dedication, have no further maintenance or repair obligations with respect to such Utility Line.

(b) The Northern Property Owner shall maintain and repair, or cause to be maintained and repaired, at its expense, in a good state of repair and safe condition, the utility facilities located on the Northern Property that are connected to or access the Utility Lines pursuant to this Article.

Section 6.5. Usage

(a) Storm Drain. The Northern Property Owner's use of and input into the storm drain system for the Shopping Center shall be limited to the lesser of:

- (i) the amount of storm drain output from the Northern Property into such storm drain system that is approved by applicable governmental building authority in accordance with applicable codes and regulations; or
- (ii) 25 cubic feet per second of water per acre within the Northern Property

In addition, the Northern Property Owner shall provide onsite storage (retention - detention) within its boundaries of not less than .06 cubic feet per square foot of developed land area within the Northern Property.

(b) Sanitary Sewer. The Northern Property Owner's use of and input into the sanitary sewer system for the Shopping Center shall be limited to the lesser of:

- (i) the amount of sanitary sewer output from the Northern Property into such sanitary sewer system that is approved by applicable governmental building authority in accordance with applicable codes and regulations; or
- (ii) 48.8 gallons per minute.

ARTICLE VII
ADDITIONAL ACCESS

Section 7.1. Construction of Canal Road Extension; Additional Access Area. At such time as the Option (as defined in the Easement Option) is exercised by the Northern Property Owner, either on its own account or on behalf of the Target Property Owner pursuant to Section 7.2 below, (a) the Remaining Shopping Center Property Owner shall pay to the Northern Property Owner one-third of the \$44,268.75 fee that is paid to exercise the Option pursuant to the Easement Option (i.e. \$14,756.25) and (b) the Remaining Shopping Center Property Owner and the Northern Property shall share in the cost of constructing an extension of Canal Road along the length of the northern boundary of the Northern Property to access Redwood Road (the "Canal Road Extension") on the basis that the Northern Property Owner shall pay for two-thirds of such cost and the Remaining Shopping Center Property Owner shall pay for one-third of such cost; provided, however, that in no event shall the Remaining Shopping Center Property Owner's share of such cost exceed \$114,908.00 in Constant Dollars. If the Northern Property Owner exercises the Option on its own account, then it shall bear all of the costs of constructing a 25 foot wide driveway between the Common Areas and the Canal Road Extension pursuant to Section 7.4 (an "Additional Access Area"). If the Northern Property Owner exercises the Option

at the request of the Target Property Owner, then the Remaining Shopping Center Property Owner shall bear all of the costs of constructing such Additional Access Area. If either the Target Property Owner or the Northern Property Owner so desires, a second Additional Access Area may be constructed, either at the time the Option is exercised or at any time thereafter, in which case the Remaining Shopping Center Property Owner (if the Target Property Owner makes the request) or the Northern Property Owner (if the Northern Property Owner makes the request) shall bear all of the costs of constructing such second Additional Access Area.

Section 7.2. Exercise of Option. The Northern Property Owner agrees, within the term of the Easement Option, to exercise the Option within 30 days of the date it receives written, irrevocable notice to do so from the Target Property Owner. The Northern Property Owner may decide to exercise the Option on its own account at any time it wishes in accordance with the terms of the Easement Option.

Section 7.3. Location of Additional Access Areas. The Additional Access Areas shall be located on the Northern Property within either or both of the "Additional Access Area Envelopes" as depicted on Exhibit H attached hereto. In the event only one Additional Access Area is originally constructed pursuant hereto, the Northern Property Owner shall determine which of such locations is used.

Section 7.4. Construction of Additional Access Areas and the Canal Road Extension. The Canal Road Extension and the driveways in the Additional Access Areas shall be designed, engineered and constructed by the Northern Property Owner in accordance with the standards of the Common Areas and shall be completed in a prompt and timely fashion after commencement of construction. If the Northern Property Owner exercises the Option on its own account or desires to construct a second Additional Access Area, then the Northern Property Owner shall be responsible for constructing the Additional Access Area or Areas (at its expense as provided in Section 7.1), and if the Northern Property Owner exercises the Option at the request of the Target Property Owner or if the Target Property Owner desires a second Additional Access Area, then the Northern Property Owner shall be responsible for constructing such Additional Access Area or Areas (at the expense of the Remaining Shopping Center Property Owner as provided in Section 7.1). In connection with the construction of the Additional Access Areas, the Northern Property Owner shall be permitted to grade the land immediately surrounding the Additional Access Areas within the Target Property, including using terracing and retaining walls, in order to reasonably provide the least expensive and the most appropriate and safe access under such circumstances, provided all such work is in accordance with applicable building and zoning codes, and provided further, the Northern Property Owner first obtains the written consent of the Target Property Owner to the plans and specifications for any work or improvements it desires to make to the Target Property, which the Target Property Owner agrees shall not be unreasonably withheld. Any such improvements constructed on the Target Property shall be maintained and repaired by the Northern Property Owner in accordance with the standards set forth in Section 6.4.

Section 7.5. Payments. The payment due under Section 7.1(a) shall be made to the Northern Property Owner on the same day that the Option is exercised, provided the Northern Property Owner shall have given each of the Remaining Shopping Center Property Owner and the Target Property Owner 30 days prior written notice of the date on which the Option is to be

exercised. The payment due under Section 7.1(b) with regard to the Canal Road Extension shall be made to the Northern Property Owner within 30 days of delivery to each of the Remaining Shopping Center Property Owner and the Target Property Owner of a certificate from the Northern Property Owner certifying that the Canal Road Extension has been completed, that attached thereto is a copy of every invoice for such construction, and that all contractors and subcontractors working on the project have been paid in full. The payment or payments due under Section 7.1 by the Remaining Shopping Center Property Owner with regard to an Additional Access Area constructed at the request of the Target Property Owner shall be made to the Northern Property Owner within 30 days of delivery to each of the Remaining Shopping Center Property Owner and the Target Property Owner of a certificate from the Northern Property Owner certifying that such Additional Access Area has been completed, that attached thereto is a copy of every invoice for such construction, and that all contractors and subcontractors working on the project have been paid in full.

Section 7.6. Amendment to Exhibits: Use of Canal Road Extension. At each such time payments are made pursuant to Section 7.1 and Section 7.5, the parties shall execute and cause to be recorded an amendment to this Declaration which amends Exhibit C and Exhibit D to include the Additional Access Area or Areas. Following such amendments, "Common Areas" as used herein shall include the Additional Access Areas, except for the purposes of Article IV, and the Remaining Shopping Center Property Owner, the Target Property Owner and the Northern Property Owner shall be entitled to use the Canal Road Extension pursuant to, and subject to the terms and conditions of, the Easement.

Section 7.7. Maintenance. The Northern Property Owner shall maintain and repair the Additional Access Areas and the Canal Road Extension (unless it is publicly dedicated) in accordance with the standards set forth in Section 6.4.

Section 7.8. Reimbursement. In the event that the Northern Property Owner is reimbursed by South Jordan Canal Company any amount under the Easement Option in connection with the dedication of Canal Road, the Northern Property Owner shall promptly reimburse the Remaining Shopping Center Property Owner one-third of such amount.

ARTICLE VIII GENERAL PROVISIONS

Section 8.1. Enforcement. Each Owner shall have a right of action either at law or in equity against the other Owner or Owners or any Occupant for any material default by such person to comply with this Declaration; provided, however, that the Owner asserting any such material default shall give written notice thereof to such other Owner or Owners or such Occupant, who shall have 30 days to comply before any remedy may be exercised pursuant hereto; provided, however, that in the case of a non-monetary default, so long as the defaulting Owner commences to cure such default within such 30 day period and thereafter diligently prosecutes such cure to completion, such Owner shall not be deemed in default hereunder. The right of injunction shall be in addition to all other remedies set forth herein. To effectuate any such cure, any non-defaulting Owner shall have the right to enter upon the property of the defaulting Owner (but not into any Building) to perform any necessary work or furnish any necessary materials or services to cure the default of the defaulting Owner. In the event that an

Owner or any Occupant fails to comply with this Declaration and it becomes necessary for any of such persons to employ the services of an attorney in connection therewith, either with or without litigation, the noncomplying party shall pay to the aggrieved party reasonable attorneys' fees and, in addition, such costs and expenses as are incurred in enforcing the provisions of this Declaration. Failure by an Owner or any Occupant to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 8.2. Multiple Owners. In the event that the Northern Property, the Target Property or the Remaining Shopping Center Property is owned by more than one Owner, then the rights and obligations of the Northern Property Owner, the Target Property Owner or the Remaining Shopping Center Property Owner, as the case may be, herein shall be binding upon and benefit all such Owners of the Northern Property, all such Owners of the Target Property or all such Owners of the Remaining Shopping Center Property, as the case may be, and all financial obligations of an Owner of a portion of the Northern Property, the Target Property or the Remaining Shopping Center Property shall be shared pro-rata based on the percentage of the land owned within the Northern Property, the Target Property or the Remaining Shopping Center Property, respectively.

Section 8.3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect all other provisions, which shall remain in full force and effect.

Section 8.4. Duration. Except as otherwise provided in Section 2.1, the covenants and restrictions of this Declaration shall run with and bind the land, in perpetuity.

Section 8.5. Amendments. This Declaration may be amended or terminated only with the written consent of Owners owning at least 75% of land area included within the Northern Property, the Target Property Owner and the Owner of Lot 5 (as described in the Shopping Center Declaration and shall be accomplished through the recordation of an instrument executed by the required Owners.

Section 8.6. Continuation Notwithstanding Breach. It is expressly agreed that no breach of this Declaration shall (i) entitle any Owner to cancel, rescind, or otherwise terminate this Declaration, or (ii) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of the Northern Property or the Shopping Center Property. However, such limitations shall not affect in any manner any other rights or remedies which an Owner may have hereunder by reason of any such breach.

Section 8.7. Miscellaneous. The captions which precede the Sections of this Declaration are for convenience only and shall not be deemed to be part of this Agreement and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Declaration. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, and the whole shall include any parts thereof. Each of the foregoing is understood to refer to a corporation, partnership, or other legal entity when the context so requires. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof. This Declaration shall be liberally construed to effect all of its purposes, and shall be governed by and construed in

accordance with the laws of the State of Utah. This Declaration may be executed in counterparts, all of which taken together shall constitute one agreement binding on all the parties hereof, their successors and assigns, notwithstanding that all the parties are not signatories to the original or the same counterpart. All Exhibits referred to herein and attached hereto are incorporated herein by this reference.

Section 8.8. Notice. All notices, demands and requests (collectively, a “notice”) required or permitted to be given under this Declaration to any Owner must be in writing and shall be deemed to have been given as of the date such notice is: (a) delivered by certified U.S. mail to the address listed in the Salt Lake County Recorder’s Office for the owner of the property owned by such Owner or (b) rejected at such address. Notwithstanding the foregoing:

(i) For so long as Dayton Hudson Corporation is the owner of all of the Target Property, notices to the Target Property Owner shall be addressed as follows:

Dayton Hudson Corporation
Target Stores-Real Estate
Attention: Property Administration
33 S. 6th Street
Minneapolis, MN 55402

(ii) For so long as CPI/West Jordan, LLC is owner of all of the Remaining Shopping Center Property, notices to the Remaining Shopping Center Property Owner shall be addressed as follows:

CPI/West Jordan, LLC
c/o Cantalon Properties, Inc.
U.S. Bank Plaza, Suite 1820
Boise, ID 83701

With a copy to:

Givens Pursley LLP
277 North Sixth Street
Post Office Box 2720
Boise, ID 83701-2720
Attn: Christopher J. Beeson

(iii) For so long as IHC Health Services is the owner of all of the Northern Property, notices to the Northern Property Owner shall be addressed as follows:

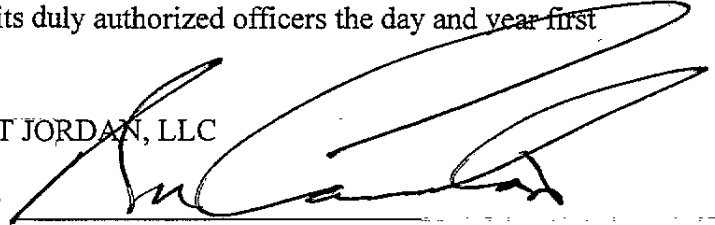
IHC Health Services, Inc.
36 South State Street
23rd Floor
Salt Lake City, UT 84111

Section 8.9. Effective Date. This Declaration and any amendment or supplement hereto shall take effect upon its being filed for record in the Office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, each of the undersigned, being the Declarants herein, have caused this Declaration to be executed by its duly authorized officers the day and year first above written.

CPI/WEST JORDAN, LLC

CB

By 
Its Manager

IHC HEALTH SERVICES, INC.

By

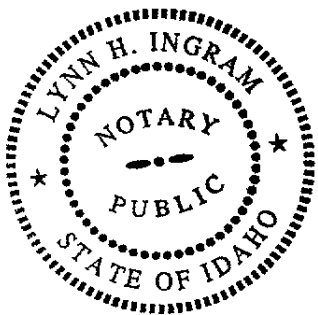

Everett N. Goodwin, Jr.
Vice President

STATE OF IDAHO)
County of Ada) ss.

On this 26 day of June, 1998, before me, LYNN H. INGRAM, a Notary Public in and for said State, personally appeared Roger Cantlon, known or identified to me to be the Manager of the limited liability company of CPI/West Jordan, LLC, and the Manager who subscribed said company name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

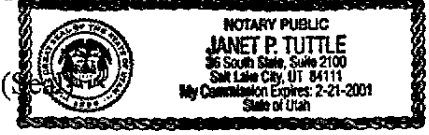
(Seal)



[Signature]
Notary Public for the State of Idaho
Residing at Boise, ID
My Commission Expires 12/1/03

STATE OF UTAH)
County of Salt Lake) ss.

The foregoing instrument was acknowledged before me this 24th day of June, 1998, by Everett N. Goodwin, Jr., the Vice President of IHC Health Services, Inc.



[Signature]
Notary Public

My Commission Expires:
2/21/2001

Residing at:
SLC, UT.

BK8027PG1731

EXHIBIT A

Legal Description of Shopping Center Property

Lots 1 through and including Lot 7, West Jordan Town Center, according to the official plat thereof recorded with the Salt Lake County Recorder's Office.

EXHIBIT B

Legal Description of Target Property

Lot 7, West Jordan Town Center, according to the official plat thereof recorded with the Salt Lake County Recorder's Office.

EXHIBIT C

Legal Description of Remaining Shopping Center Property

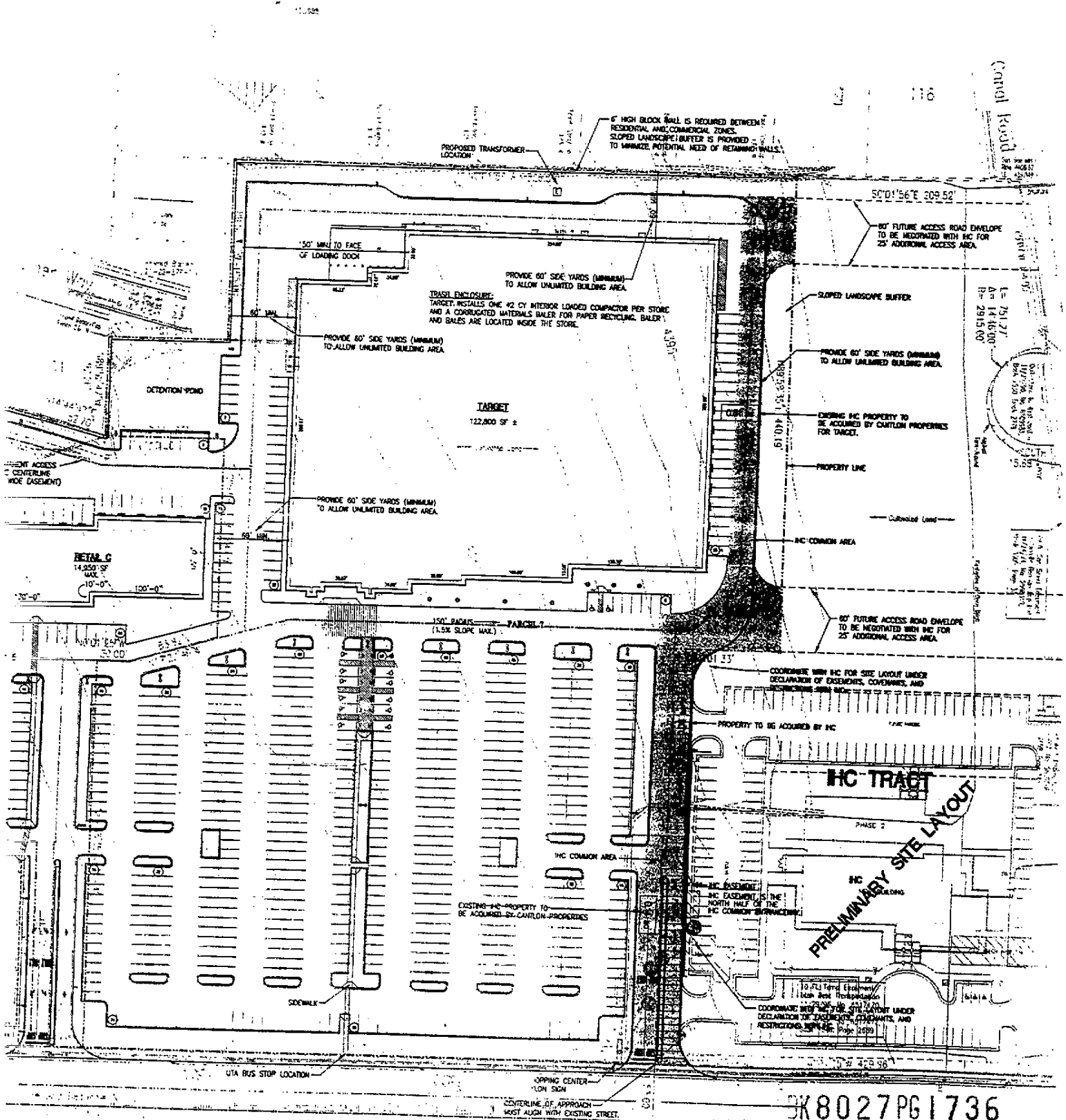
Lots 1 through and including Lot 6, West Jordan Town Center, according to the official plat thereof recorded with the Salt Lake County Recorder's Office.

Legal Description of Northern Property

BEGINNING on the new West line of Redwood Road at a point that is $N0^{\circ}01'25''W$ along the quarter-section line 1856.54 feet and $S89^{\circ}58'35''W$ 53.00 feet from the County monument at the South Quarter corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence $S89^{\circ}58'35''W$ 385.56 feet; thence $N0^{\circ}01'25''W$ 101.33 feet; thence $S89^{\circ}58'35''W$ 440.19 feet; thence $N0^{\circ}01'56''W$ 209.52 feet to the South line of a public road right of way; thence along said South right of way line $N80^{\circ}07'00''E$ 154.05 feet; thence Easterly 141.37 feet along said South right of way line and the arc of a 45.00 foot radius curve to the left through a central angle of $180^{\circ}00'00''$ (chord bears East 90.00 feet); thence along said right of way line North 15.68 feet and $N80^{\circ}07'00''E$ 383.35 feet and $N86^{\circ}48'00''E$ 206.63 feet to a point on said West line of Redwood Road; thence along said West line of street $S0^{\circ}01'25''E$ 429.96 feet to the point of beginning. Contains 6.0821 acres.

EXHIBIT E

Depiction of Common Areas
(Shaded Portion)



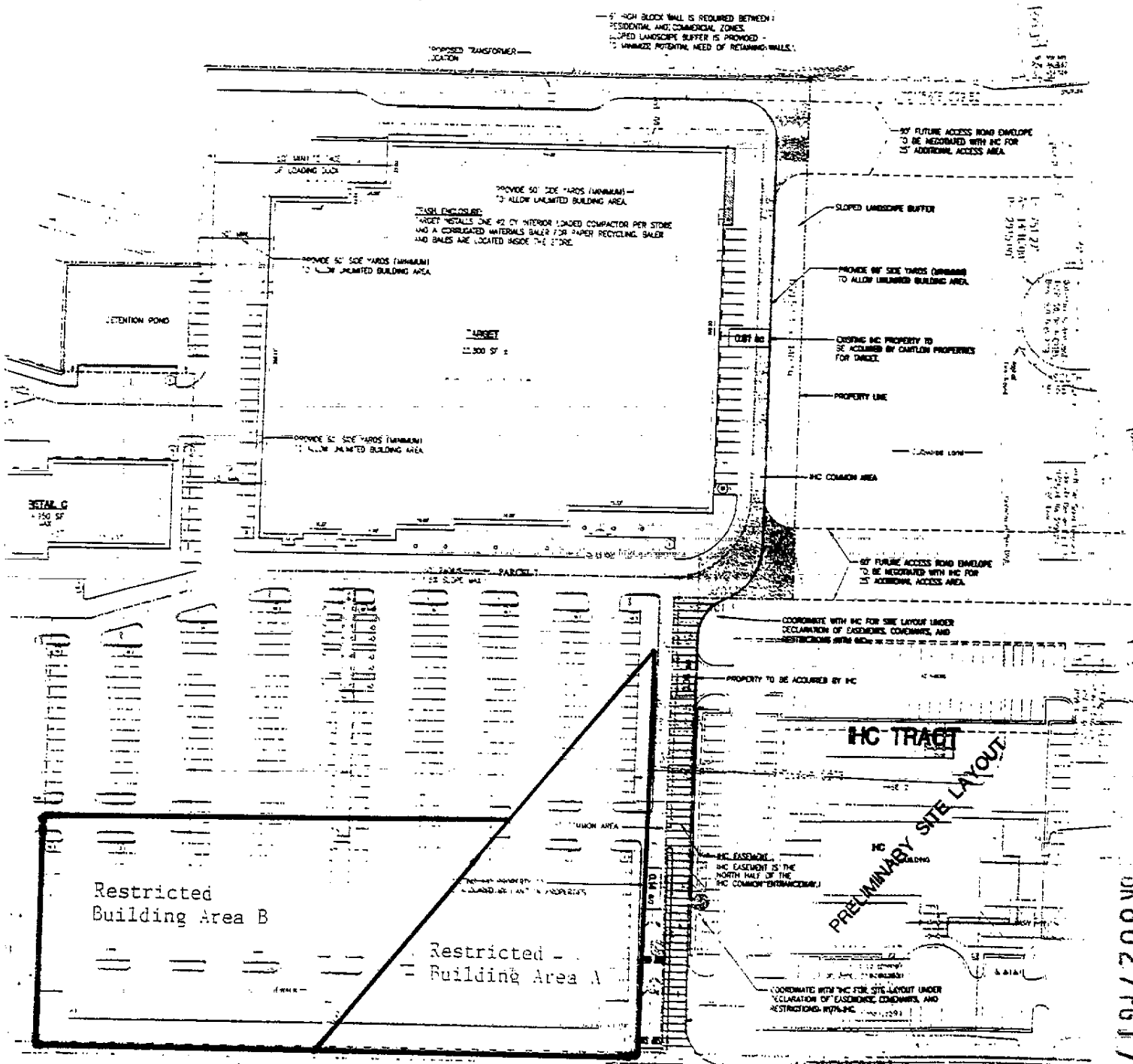
8K8027PG1736

Legal Description of Common AreasCommon Access Area

Beginning on the West line of Redwood Road at a point that is $N0^{\circ}01'25''W$ along the quarter-section line 1856.54 feet and $S89^{\circ}58'35''W$ 53.00 feet from the County monument at the South Quarter corner of Section 22, Township 2 South, Range 1 West, Salt Lake base and Meridian; thence along said West line of street $S0^{\circ}01'25''E$ 27.29 feet; thence Northwesterly 16.09 feet along the arc of a 25.00 foot radius curve to the left through a central angle of $36^{\circ}52'38''$ (chord bears $N71^{\circ}35'06''W$ 15.81 feet); thence $S89^{\circ}58'35''W$ 155.51 feet; thence $N75^{\circ}25'00''W$ 37.55 feet; thence $S89^{\circ}58'35''W$ 210.55 feet; thence $N0^{\circ}01'25''W$ 13.72 feet; thence Northwesterly 78.54 feet along the arc of a 50.00 foot radius curve to the left through a central angle of $90^{\circ}00'00''$ (chord bears $N45^{\circ}01'25''W$ 70.71 feet); thence $S89^{\circ}58'35''W$ 337.45 feet; thence $N0^{\circ}01'25''W$ 50.43 feet; thence $N89^{\circ}58'35''E$ 59.45 feet; thence Southeasterly 41.52 feet along the arc of a 26.43 foot radius curve to the left through a central angle of $90^{\circ}00'00''$ (chord bears $S45^{\circ}01'25''E$ 37.38 feet); thence $N89^{\circ}58'35''E$ 247.50 feet; thence Northeasterly 41.52 feet along the arc of a 26.43 foot radius curve to the left through a central angle of $90^{\circ}00'00''$ (chord bears $N44^{\circ}58'35''E$ 37.38 feet); thence $N89^{\circ}58'35''E$ 59.48 feet; thence $S0^{\circ}01'25''E$ 55.82 feet; thence Southeasterly 43.58 feet along the arc of a 35.00 foot radius curve through a central angle of $71^{\circ}20'22''$ (chord bears $S54^{\circ}21'14''E$ 40.82 feet); thence $N89^{\circ}58'35''E$ 352.40 feet to a point on said West line of Redwood Road; thence along said West line of street $S0^{\circ}01'25''E$ 21.71 feet to the point of beginning.

EXHIBIT G

Depiction of Restricted Building Area A and Restricted Building Area B



(0570) 3000110

BK 8027 PG 1738

Restricted Building Area B

Restricted Building Area A

