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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
MERRILL TITLE
BY: ZJM, DEPUTY - WI 5 P.

AFTER RECORDING, SEND TO:

WXI/MCN Commercial Real Estate Limited Partnership
c/o Archon Group, L.P.
600 E. Las Colinas Blvd.
Suite 400
Irving, TX 75039
Attention: Linda Kaiser

LICENSE AND INDEMNIFICATION AGREEMENT

THIS LICENSE AND INDEMNIFICATION AGREEMENT is entered into effective this 21st day of November, 2003 (hereinafter "**Agreement**"), by and between WXI/MCN Commercial Real Estate Limited Partnership ("**Licensee**") and Windsor Park Apartments, LLC ("**Owner**").

WHEREAS, Owner owns real property, that 3.62 acres located west of Redwood Plaza Shopping Center at 1798 W 700 N in Salt Lake City, Utah (hereinafter the "**Property**"), as more specifically described in Exhibit A, Legal Description, attached hereto; and

WHEREAS, Licensee owns the Redwood Plaza Shopping Center at 1740 W 700 N in Salt Lake City, Utah, which is adjacent to the Property (hereinafter the "**Adjacent Property**"); and

WHEREAS, chlorinated solvent contamination (hereinafter "**Contamination**") has been discovered to be present in the groundwater beneath Adjacent Property and may also exist beneath a portion of the Property; and

WHEREAS, per the Corrective Action/Remedial Action Plan and Remedial Implementation Plan (collectively, the "**Plans**") related to the Property and the Adjacent Property approved by the Utah Division of Environmental Response and Remediation, Licensee will be implementing remedial activities and monitoring activities with respect to the Contamination on the Adjacent Property and the Property (hereinafter the "**Activities**").

IT IS THEREFORE AGREED AS FOLLOWS:

1. Owner hereby grants to Licensee and its agents, independent contractors, servants, and/or employees, a non-exclusive license to enter the Property to perform the Activities at all reasonable times and for so long as Licensee is performing the Activities pursuant to the terms of the Plans. Licensee shall provide Owner with advance notice of its intended time of access. Licensee shall further perform its Activities in a fashion that shall not interfere with Owner's use of the Property and shall endeavor to perform its Activities in a manner and at times as will minimize the impact of said Activities on Owner's operations at, and guests' use of, the Property.
2. Licensee shall obtain all necessary permits, authorizations and approvals (hereinafter "**Permits**") from the applicable government agencies having jurisdiction (collectively "**Agencies**") over the Activities and the Property prior to commencement of the Activities. Owner agrees that it will provide Licensee with all reasonable assistance necessary to enable Licensee to obtain such Permits, at no expense to Owner.
3. Licensee shall discharge at once or bond or otherwise secure against all liens and attachments which are filed in connection with such Activities and shall indemnify and save Owner and Property harmless from and against any and all loss, damage, injury, liability and claims thereof resulting directly or indirectly from such liens and attachments.
4. Licensee shall require contractors which may perform the Activities on Licensee's behalf, to maintain liability insurance coverage with policy limits of not less than One Million Dollars (\$1,000,000), and in accordance with Licensee's standard practices.
5. Licensee agrees to indemnify, defend and hold Owner harmless from and against any liabilities, claims, damages, losses, including, but not limited to, court costs and reasonable pre-tender attorney's fees, arising from or relating to claims or suits, including claims by third parties in connection with the Activities.

Licensee shall also repair all property damage (or reimburse Owner for the actual and reasonable cost of thereof) resulting from the acts or omissions of Licensee in connection with the Activities.

6. Except as otherwise provided herein, this Agreement is binding upon and shall inure to the benefit of each of the parties hereto, and to their successors, transferees and assigns. The access allowed by this Agreement is specifically intended to and shall be binding upon subsequent owners, successors and assigns or transferees of Owner and is therefore intended to and shall run with the land. Accordingly, the parties agree that this Agreement may be recorded in the deed records of the county in which the Property is located.
7. As compensation for the license granted herein, upon execution of this Agreement, Licensee shall pay Owner the sum of twenty-four thousand five hundred dollars (\$24,500 and 00/100).
8. Licensee acknowledges that Owner is a residential landlord with individuals of all ages living on the premises and will protect its work site as well as provide temporary fencing if the property boundary fence is removed.
9. All notices to the parties shall be given in writing as follows:

Licensee:

WXI/MCN Commercial Real Estate Limited Partnership
c/o Archon Group, L.P.
600 E. Las Colinas Blvd.
Suite 400
Irving, TX 75039
Attention: Linda Kaiser
Telephone: 972-368-2245
Fax: 972-368-3299

Owner:

Windsor Park Apartments, LLC
c/o 1125 Pacific Beach Drive #302
San Diego, CA 92109-5154
Attention: Edwin Harris
Telephone: 858-273-3849
Fax: 858-270-6659

Such notice must be either by US mail, certified, return-receipt requested; overnight courier; telecopier with confirmation of receipt; or hand delivery. Owner shall give Licensee fifteen (15) days' prior written notice in the event that the Property is sold or transferred. In the event that ownership of the Property shall change, any new owner shall be required to provide Licensee information relating to its address, prior to claiming any rights or entitlements through or under this Agreement. In the event that Licensee sells, transfers or assigns the Adjacent Property, Licensee shall be entitled to assign this Agreement to Licensee's successor-in-interest (the "Buyer") by giving Owner fifteen (15) days' prior written notice.

10. Each person executing this Agreement represents that such execution has been duly authorized by the party on whose behalf the person is so executing this Agreement and that such person is authorized to execute the Agreement on behalf of such party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date set forth below.

Licensee:

WXI/MCN Commercial Real Estate Limited Partnership, a Delaware limited partnership

By: WXI/MCN Commercial Gen-Par, L.L.C., a Delaware limited liability company,
General Partner

By: Ron K. Barger

Name: Ron K. Barger

Title: Assistant Vice President

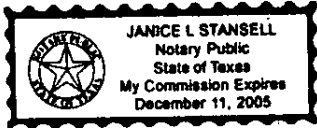
Dated: Nov 21, 2003

STATE OF Texas)
) : ss.
COUNTY OF Dallas)

The foregoing instrument was acknowledged before me this 21st day of November, 2003, by
Ron K. Barger [name of person signing], the
Assistant Vice President [title of person signing] of WXI/MCN [entity of person
signing].
Commercial Real Estate Limited Partnership

[place of notarial stamp]

Janice L. Stansell
NOTARY PUBLIC
Residing at: Ft. Worth, Tx



My Commission Expires:

Owner:
Windsor Park Apartments, LLC

By: Edwin Harris

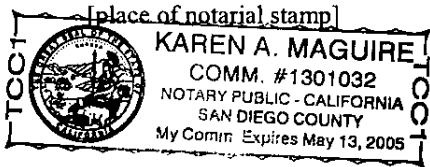
Name: EDWIN HARRIS

Title: owner

Dated: 11-19-03

STATE OF CALIFORNIA)
) : ss.
COUNTY OF SAN DIEGO)

The foregoing instrument was acknowledged before me this 19th day of November, 2003, by
EDWIN HARRIS [name of person signing], the
OWNER [title of person signing] of WINDSOR PARK APARTMENTS LLC [entity of person signing].



Karen A. Maguire
NOTARY PUBLIC [signature of notary]
Residing at: 1765 GARNET AVE

My Commission Expires: MAY 13, 2005

Exhibit "A"

Beginning North 319.88 feet and West 679.89 feet from the South Quarter Corner of Section 27, Township 1 North, Range 1 West, Salt Lake Meridian; North $89^{\circ}51'50''$ West 461.56 feet; North $0^{\circ}15'07''$ East 340.5 feet; South $89^{\circ}51'50''$ East 464.26 feet; South $0^{\circ}42'22''$ West 340.79 feet to Beginning. 3.62 Acres more or less.

6162-1434 6181-2894 6406-1641 6583-1395

Parcel No. 08-27-378-022-0000