

When recorded Mail to:

City of Goodyear
City Clerk/LRB
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338

EXEMPT UNDER A.R.S. § 11-1134(A)(2)

EXCLUSIVE WATER LINE EASEMENT (B1)

GRANTOR:

**FAIRFIELD CENTERRA, LLC, A
Delaware Limited Liability Company**

GRANTEE:

**CITY OF GOODYEAR, ARIZONA, an
Arizona Municipal Corporation**

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **FAIRFIELD CENTERRA, LLC, A Delaware Limited Liability Company**, ("Grantor") does hereby grant and convey to the **CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation**, its successors, assigns, and permittees (collectively "GRANTEE") a perpetual Exclusive Water Line Easement. The Exclusive Water Line Easement shall be a permanent easement to construct, operate, maintain, inspect, modify, repair, remove, and/or replace underground water lines under and across the real property described in Exhibit "A," attached hereto and incorporated herein (the "Easement Area"), together with the right of access to the easement and for the easement for these purposes.

The GRANTEE shall have all rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges herein granted for the purposes herein described. GRANTOR reserves for itself, its successors, assigns, and permittees the right to use the real property described in Exhibit "A" for purposes that are not inconsistent with the City's easement rights conveyed herein and that do not interfere with or endanger any of the City's improvements constructed within, on, across, over or under the real property described in Exhibit "A". GRANTOR, its successors and assigns shall not locate, erect, construct or permit to be located, erected or constructed, any building or other structure or drill any well within the real property described in Exhibit "A".

GRANTEE shall be and remain responsible for the construction, operation, maintenance, inspection, modification, repair, removal and/or replacement of any facilities constructed by GRANTEE, and GRANTOR shall have no responsibility for the construction, operation, maintenance, inspection, modification, repair, removal and/or replacement of any facilities constructed by GRANTEE.

GRANTEE shall indemnify, defend and hold GRANTOR harmless for, from and against any and all claims, lawsuits, losses, liability or expenses, including without limitation

reasonable attorney's fees, arising out of the negligent exercise of the rights granted herein by GRANTEE, its invitees, licensees, agents, employees, and/or successors, assigns, and permittees.

This Water Line Easement constitutes a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

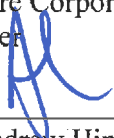
IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2015.

GRANTOR:

FAIRFIELD CENTERRA, LLC,
A Delaware Limited Liability Company

By: FF California Housing Fund, LLC,
A Delaware Limited Liability Company,
Its Manager

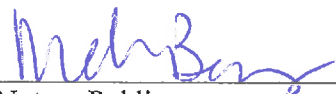
By: FF Properties, Inc.,
A Delaware Corporation,
Its Manager

By: 
Name: Andrew Hinkelman
Title: President

State of New York Minnesota)
)ss.
County of Hennepin)

On this 20th day of May, 2015, personally appeared before me Andrew Hinkelman, President of FF Properties, Inc., a Delaware corporation, the Manager of FF California Housing Fund, LLC, a Delaware limited liability company, the Manager of Fairfield Centerra, LLC, a Delaware Limited Liability Company, whose identity was proved to me on the basis of satisfactory evidence and who acknowledged that he signed this Exclusive Water Line Easement (B1) on behalf of Fairfield Centerra, LLC, a Delaware Limited Liability Company.




Notary Public

ACCEPTED by the CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation,
the _____ day of _____, 2015.

By: _____

Its: _____

State of Arizona)
)ss.
County of Maricopa)

On this _____ day of _____, 2015, personally appeared before me
_____, _____ of the City of Goodyear, an
Arizona Municipal Corporation, whose identity was proved to me on the basis of satisfactory
evidence and who acknowledged that he/she signed this Exclusive Water Line Easement (B1)
on behalf of the City of Goodyear, an Arizona Municipal Corporation.

Notary Public

Site Consultants Inc.
113 South Rockford Drive
Tempe, Az. 85281

EXHIBIT "A"
Page 1 of 3
WATERLINE EASEMENT 'B1'
LEGAL DESCRIPTION

A portion of Lot 1 of "A Minor Land Division", recorded in Book 950, Page 11 of Maps, records of Maricopa County, Arizona, said lot being a part of the Southwest quarter of Section 8, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows with the Basis of Bearing being South 00°26'37" West for the West Line of said Southwest Quarter:

Commencing at the Northeast corner of said Lot 1;

Thence South 21°50'10" East along the westerly right-of-way line of 153rd Lane, parallel to and 30 feet west of the centerline of 153rd Lane a distance of 13.64 feet to the start of a tangent curve being concave to the Northeast with a radius of 980.00 feet and a central angle of 5°12'53";

Thence southeasterly along said curve a distance of 89.19 feet;

Thence South 62°56'57" West a distance of 8.00 feet to the **True Point of Beginning**;

Thence South 62°56'57" West a distance of 14.00 feet to the start of a non-tangent curve concave to the Northeast, the center of which bears North 62°56'57" East, with a radius of 1002.00 feet and a central angle of 1°08'37";

Thence northwesterly along said curve a distance of 20.00 feet;

Thence North 62°56'57" East a distance of 14.00 feet to the start of a non-tangent curve concave to the Northeast, the center of which bears North 64°06'33" East, with a radius of 988.00 feet and a central angle of 1°09'36";

Thence southeasterly along said curve a distance of 20.00 feet to the **True Point of Beginning**;

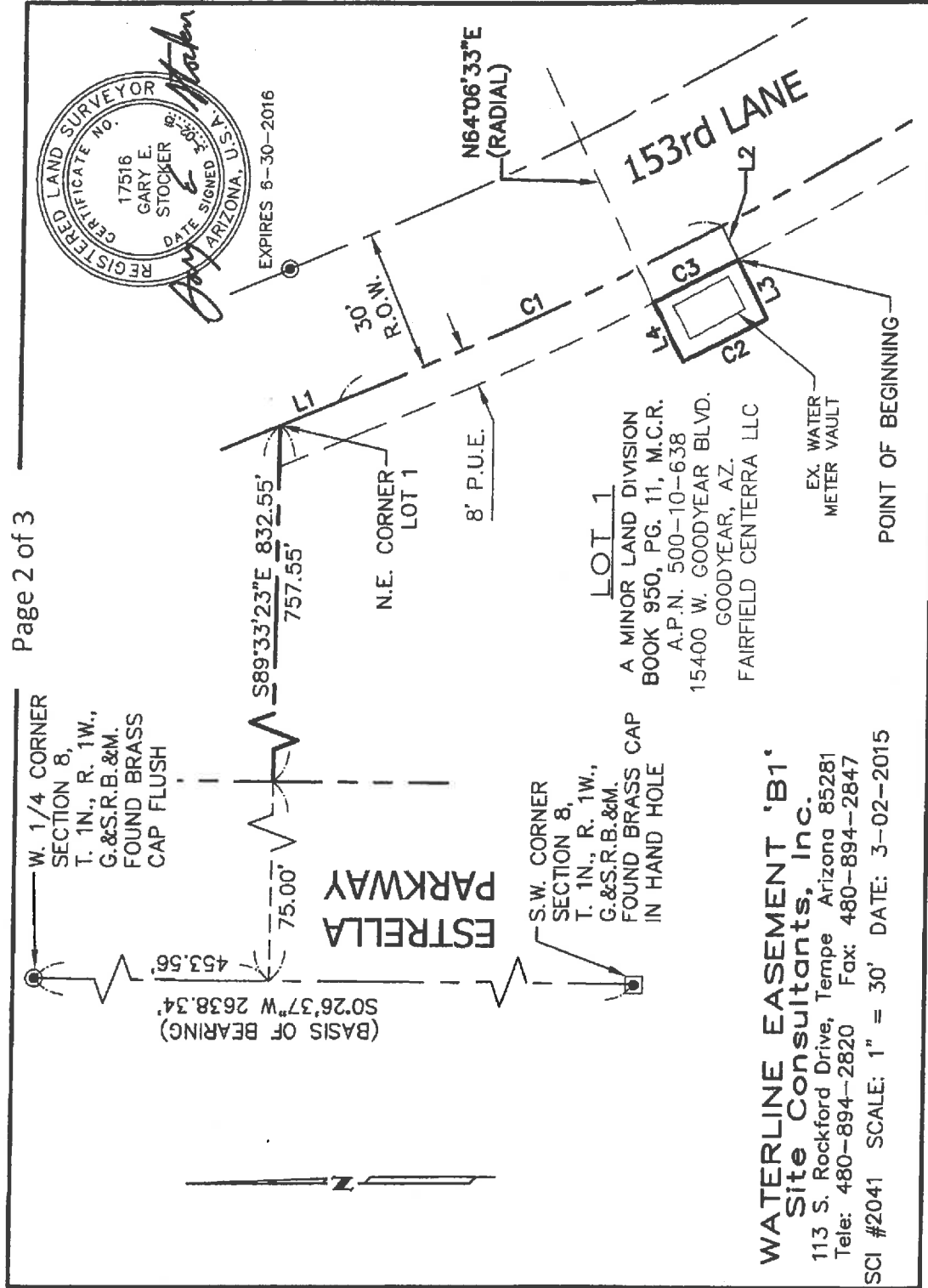
The above described Easement contains 280 Sq.Ft. or 0.0064 Acres more or less.

See attached Exhibit drawing by reference made a part hereto.



EXHIBIT "A"

Page 2 of 3



CURVE TABLE				
CURVE #	RADIUS	LENGTH	DELTA	TANGENT
C1	980.00'	89.19'	51°2'53"	44.63
C2	1002.00'	20.00'	1°08'37"	10.00
C3	988.00'	20.00'	1°09'36"	10.00

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	S21°50'10"E	13.64'
L2	S62°56'57"W	8.00'
L3	S62°56'57"W	14.00'
L4	N62°56'57"E	14.00'

WATERLINE EASEMENT 'B1'
 Site Consultants, Inc.
 113 S. Rockford Drive, Tempe Arizona 85281
 Tele: 480-894-2820 Fax: 480-894-2847
 SCI #2041 SCALE: 1" = 30' DATE: 3-02-2015



EXPIRES 6-30-2016

When recorded Mail to:

City of Goodyear
City Clerk/LRB
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338

EXEMPT UNDER A.R.S. § 11-1134(A)(2)

EXCLUSIVE WATER LINE EASEMENT (C)

GRANTOR:

GRANTEE:

**FAIRFIELD GOODYEAR, LLC, A
Delaware Limited Liability Company**

**CITY OF GOODYEAR, ARIZONA, an
Arizona Municipal Corporation**

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **FAIRFIELD GOODYEAR, LLC, A Delaware Limited Liability Company**, ("Grantor") does hereby grant and convey to the **CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation**, its successors, assigns, and permittees (collectively "GRANTEE") a perpetual Exclusive Water Line Easement. The Exclusive Water Line Easement shall be a permanent easement to construct, operate, maintain, inspect, modify, repair, remove, and/or replace underground water lines under and across the real property described in Exhibit "A," attached hereto and incorporated herein (the "Easement Area"), together with the right of access to the easement and for the easement for these purposes.

The GRANTEE shall have all rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges herein granted for the purposes herein described. GRANTOR reserves for itself, its successors, assigns, and permittees the right to use the real property described in Exhibit "A" for purposes that are not inconsistent with the City's easement rights conveyed herein and that do not interfere with or endanger any of the City's improvements constructed within, on, across, over or under the real property described in Exhibit "A". GRANTOR, its successors and assigns shall not locate, erect, construct or permit to be located, erected or constructed, any building or other structure or drill any well within the real property described in Exhibit "A".

GRANTEE shall be and remain responsible for the construction, operation, maintenance, inspection, modification, repair, removal and/or replacement of any facilities constructed by GRANTEE, and GRANTOR shall have no responsibility for the construction, operation, maintenance, inspection, modification, repair, removal and/or replacement of any facilities constructed by GRANTEE.

GRANTEE shall indemnify, defend and hold GRANTOR harmless for, from and against any and all claims, lawsuits, losses, liability or expenses, including without limitation reasonable attorney's

fees, arising out of the negligent exercise of the rights granted herein by GRANTEE, its invitees, licensees, agents, employees, and/or successors, assigns, and permittees.

This Water Line Easement constitutes a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this 23rd day of JUNE, 2015.

GRANTOR:

FAIRFIELD GOODYEAR, LLC,
A Delaware Limited Liability Company

By: FF California Housing Fund, LLC,
A Delaware Limited Liability Company,
Its Manager

By: FF Properties, Inc.,
A Delaware Corporation,
Its Manager

By: [Signature]
Name: Andrew Hinkelman
Title: President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

~~State of California~~)
DISTRICT)ss.
County of COLUMBIA)

On June 23, 2015 before me, TERESA ALDER, personally appeared Andrew Hinkelman, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person of the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

TERESA L. ALDER
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires February 14, 2020



ACCEPTED by the CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation, the day of _____, 2015.

By: _____

Its: _____

State of Arizona)
)ss.
County of Maricopa)

On this _____ day of _____, 2015, personally appeared before me _____, as _____ of the CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation.

Notary Public

Site Consultants Inc.
113 South Rockford Drive
Tempe, Az. 85281

EXHIBIT "A"
Page 1 of 2
WATERLINE EASEMENT 'C'
LEGAL DESCRIPTION

A portion of Parcel 1 of "Parcel Consolidation Survey / Map of Dedication" recorded in Book 990, Page 3 of Maps, records of Maricopa County, Arizona, said parcel being a part of the Southwest quarter of Section 8, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows with the Basis of Bearing being North 89°26'30" West for the South Line of said Southwest Quarter:

Commencing at the Southeast corner of said Parcel 1;

Thence North 89°26'30" West along the Northerly right-of-way line of Yuma Road, parallel to and 75 feet north of the centerline of Yuma Road a distance of 41.85 feet;

Thence North 0°33'30" East a distance of 8.00 feet to the **True Point of Beginning**;

Thence North 0°33'30" East a distance of 17.00 feet;

Thence South 89°26'30" East a distance of 25.00 feet;

Thence South 0°33'30" West a distance of 17.00 feet;

Thence North 89°26'30" West a distance of 25.00 feet to the **True Point of Beginning**;

The above described Easement contains 425 Sq.Ft. or 0.0098 Acres more or less.

See attached Exhibit drawing by reference made a part hereto.



PARCEL 1

PARCEL CONSOLIDATION SURVEY

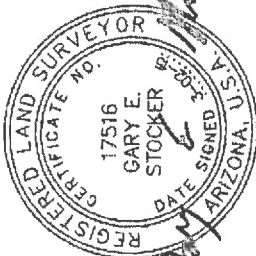
BOOK 990, PG. 3, M.C.R.

A.P.N. 500-10-707

949 S. GOODYEAR BLVD.

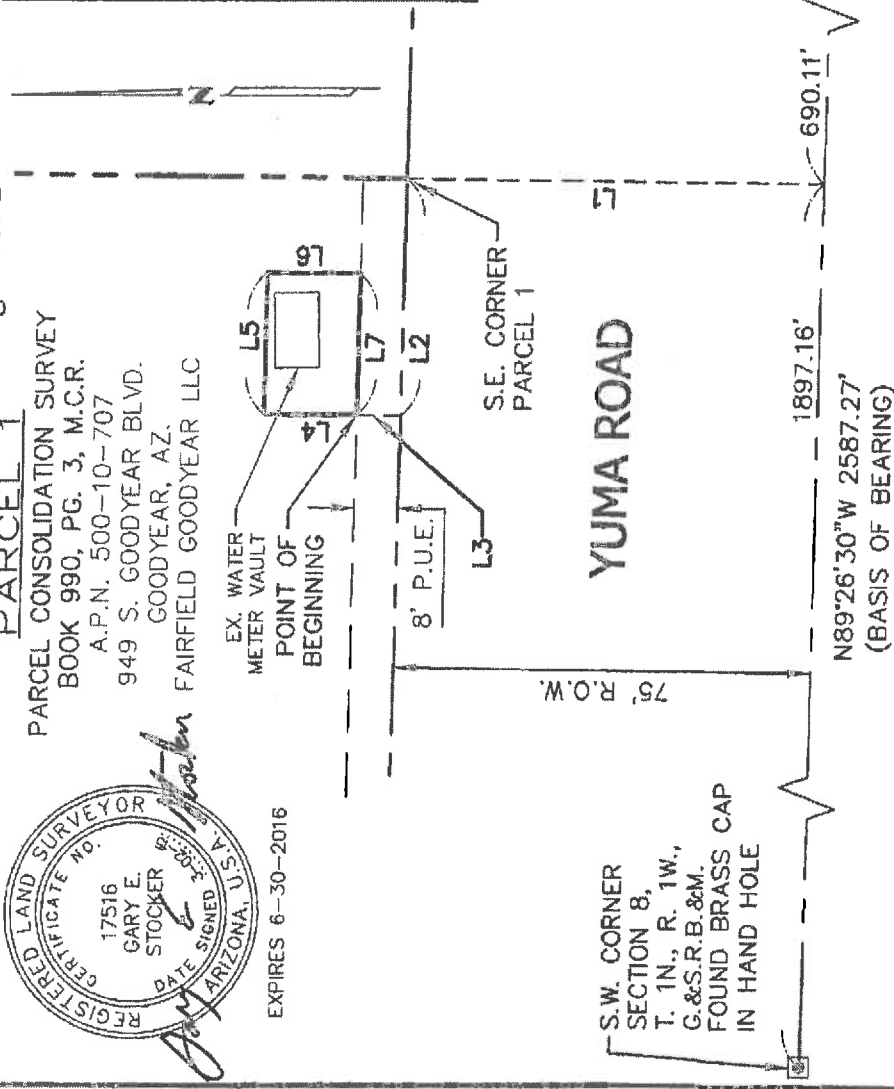
GOODYEAR, AZ.

FAIRFIELD GOODYEAR LLC



EXPIRES 6-30-2016

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	N0°33'27"E	75.00'
L2	N89°26'30"W	41.85'
L3	N0°33'30"E	8.00'
L4	N0°33'30"E	17.00'
L5	S89°26'30"E	25.00'
L6	S0°33'30"W	17.00'
L7	N89°26'30"W	25.00'



WATERLINE EASEMENT 'C'

Site Consultants, Inc.

113 S. Rockford Drive, Tempe Arizona 85281

Tele: 480-894-2820 Fax: 480-894-2847

SCI #2041 SCALE: 1" = 30' DATE: 3-02-2015

When recorded Mail to:

City of Goodyear
City Clerk/LRB
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338

EXEMPT UNDER A.R.S. § 11-1134(A)(2)

EXCLUSIVE WATER LINE EASEMENT (B2)

GRANTOR:

**FAIRFIELD CENTERRA, LLC, A
Delaware Limited Liability Company**

GRANTEE:

**CITY OF GOODYEAR, ARIZONA, an
Arizona Municipal Corporation**

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **FAIRFIELD CENTERRA, LLC, A Delaware Limited Liability Company**, ("Grantor") does hereby grant and convey to the **CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation**, its successors, assigns, and permittees (collectively "GRANTEE") a perpetual Exclusive Water Line Easement. The Exclusive Water Line Easement shall be a permanent easement to construct, operate, maintain, inspect, modify, repair, remove, and/or replace underground water lines under and across the real property described in Exhibit "A," attached hereto and incorporated herein (the "Easement Area"), together with the right of access to the easement and for the easement for these purposes.

The GRANTEE shall have all rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges herein granted for the purposes herein described. GRANTOR reserves for itself, its successors, assigns, and permittees the right to use the real property described in Exhibit "A" for purposes that are not inconsistent with the City's easement rights conveyed herein and that do not interfere with or endanger any of the City's improvements constructed within, on, across, over or under the real property described in Exhibit "A". GRANTOR, its successors and assigns shall not locate, erect, construct or permit to be located, erected or constructed, any building or other structure or drill any well within the real property described in Exhibit "A".

GRANTEE shall be and remain responsible for the construction, operation, maintenance, inspection, modification, repair, removal and/or replacement of any facilities constructed by GRANTEE, and GRANTOR shall have no responsibility for the construction, operation, maintenance, inspection, modification, repair, removal and/or replacement of any facilities constructed by GRANTEE.

GRANTEE shall indemnify, defend and hold GRANTOR harmless for, from and against any and all claims, lawsuits, losses, liability or expenses, including without limitation reasonable attorney's

fees, arising out of the negligent exercise of the rights granted herein by GRANTEE, its invitees, licensees, agents, employees, and/or successors, assigns, and permittees.

This Water Line Easement constitutes a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this 23rd day of JUNE, 2015.

GRANTOR:

FAIRFIELD CENTERRA, LLC,
A Delaware Limited Liability Company

By: FF California Housing Fund, LLC,
A Delaware Limited Liability Company,
Its Manager

By: FF Properties, Inc.,
A Delaware Corporation,
Its Manager

By: Andrew Hinkelman
Name: Andrew Hinkelman
Title: President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

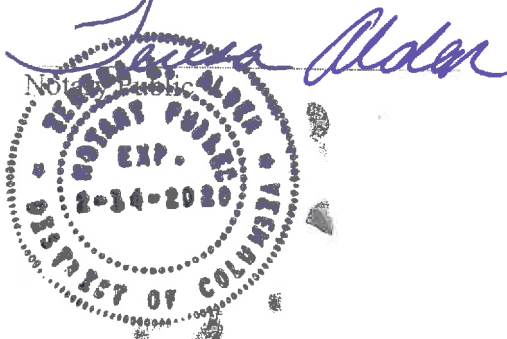
~~State of California~~ DISTRICT)
)ss.
~~County of~~ COLUMBIA)

On June 23, 2015 before me, TERESA ALDER, personally appeared Andrew Hinkelman, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person of the entity upon behalf of which the person acted, executed the instrument.

DISTRICT OF Columbia
I certify under PENALTY OF PERJURY under the laws of the ~~State of California~~ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

TERESA L. ALDER
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires February 14, 2020



ACCEPTED by the CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation, the day of _____, 2015.

By: _____

Its: _____

State of Arizona)
)ss.
County of Maricopa)

On this _____ day of _____, 2015, personally appeared before me _____, _____ of the City of Goodyear, an Arizona Municipal Corporation, whose identity was proved to me on the basis of satisfactory evidence and who acknowledged that he/she signed this Exclusive Water Line Easement (B1) on behalf of the City of Goodyear, an Arizona Municipal Corporation.

Notary Public

Site Consultants Inc.
113 South Rockford Drive
Tempe, Az. 85281

EXHIBIT "A"
Page 1 of 2
WATERLINE EASEMENT "B2"
LEGAL DESCRIPTION

A portion of Lot 1 of "A Minor Land Division", recorded in Book 950, Page 11 of Maps, records of Maricopa County, Arizona, said lot being a part of the Southwest quarter of Section 8, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the West quarter corner of said Section 8, from which the Southwest corner bears South 00°26'37" West (Basis of Bearing), a distance of 2638.34 feet, thence along the west line of said Section 8, a distance of 1319.17 feet to the intersection of the centerline of Goodyear Boulevard, Thence South 89°26'28" East along said centerline a distance of 750.53 feet, Thence North 00°33'32" East a distance of 83.00 feet to the **True Point of Beginning**;

Thence North 00°33'32" East a distance of 25.00 feet;

Thence South 89°26'28" East a distance of 20.00 feet;

Thence South 00°33'32" West a distance of 25.00 feet;

Thence North 89°26'28" West a distance of 20.00 feet to the **True Point of Beginning**;

The above described Easement contains 500 Sq.Ft. or 0.0115 Acres more or less.

See attached Exhibit drawing by reference made a part hereto.



EXHIBIT "A"

Page 2 of 2

LOT 1

A MINOR LAND DIVISION
BOOK 950, PG. 11, M.C.R.
A.P.N. 500-10-638
15400 W. GOODYEAR BLVD.
GOODYEAR, AZ.
FAIRFIELD CENTERRA LLC

W. 1/4 CORNER
SECTION 8,
T. 1N., R. 1W.,
G.&S.R.B.&M.
FOUND BRASS
CAP FLUSH

8' P.U.E.
EX. WATER
METER VAULT

POINT OF BEGINNING

GOODYEAR BLVD.

ESTRELLA
PARKWAY

(BASIS OF BEARING)
S0°26'37"W 2638.34'

1319.17'

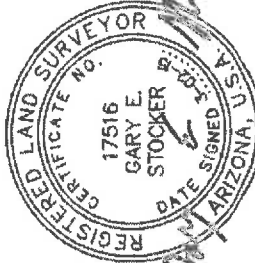
S.W. CORNER SECTION 8,
T. 1N., R. 1W., G.&S.R.B.&M.
FOUND BRASS CAP IN
HAND HOLE

S89°26'28"E 795.93'

750.53'

45.32'

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	N0°33'32"E	83.00'
L2	N0°33'32"E	25.00'
L3	S89°26'28"E	20.00'
L4	S0°33'32"W	25.00'
L5	N89°26'28"W	20.00'



EXPIRES 6-30-2016

WATERLINE EASEMENT 'B2'
Site Consultants, Inc.
113 S. Rockford Drive, Tempe Arizona 85281
Tele: 480-894-2820 Fax: 480-894-2847

SCI #2041 SCALE: 1" = 30' DATE: 3-02-2015