

Staff Report

December 14, 2021

TO: Honorable Mayor and Members of the Town Council
FROM: Merrill Buck, Town Engineer
DATE: December 6, 2021
RE: Authorize Right-of-Way Acquisition for the Sierra College Boulevard Widening Project (Third Lane from Brace Road to Taylor Road)

Recommendation

Staff recommends that the Town Council adopt a resolution authorizing the Town Manager to approve a purchase agreement and execute deeds for the acquisition of right of way and a temporary construction easement for the Sierra College Boulevard Widening Project.

Issue Statement and Discussion

On November 13, 2018, the Town Council approved a \$1,600,000 budget for the Sierra College Boulevard Widening Project and authorized staff to proceed. The proposed Project will widen Sierra College Boulevard between Brace Road and Taylor Road from four lanes to six lanes and add sidewalks and bicycle lanes. Wood Rodgers, who was selected through an on-call, request for qualifications process, was hired to complete the design work.

Design efforts have advanced to the 95% completion stage. Most of the work will be built within the existing right-of-way, however, there are two small sections of additional right-of-way that will need to be acquired; one at the northwest corner of Sierra College Boulevard near Taylor Road for a drainage outlet and at the other at the Brace Road intersection for a curb ramp. There is also a 5-foot-wide temporary construction easement that will need to be obtained along the western side of Sierra College Boulevard. The temporary construction easement will be good for 18-months, during which time the Town will control the property as workspace to construct shoulder backing adjacent to the edge of roadway. (See Exhibit "B", Right of Way Acquisition Exhibit in the Attached Purchase Agreement.)

The property owners have agreed to a purchase price of \$24,000 for the right-of-way and temporary construction easement. This amount matches the fair market value determined through an appraisal by Bender Rosenthal dated September 3, 2021. The appraisal is on file with the Town Clerk and can be provided upon request.

CEQA Requirements

The act of acquiring right of way is exempt from the provisions of CEQA pursuant to CEQA Guidelines Section 15061(b)(3), which exempts administrative items.

For the project improvements, an Initial Study/Mitigated Negative Declaration (IS/MND) was prepared and found that the proposed project does not cause a significant adverse impact on the environment. The acquisition of right of way was anticipated in the IS/MND and as such, the work that will occur within them has already been analyzed and found to be statutorily exempt from CEQA.

Financial and/or Policy Implications

The total acquisition cost for the right of way and temporary construction easement is \$24,000. Sufficient funds are available in the project budget for this, which consists of SB-1 funds, Transportation funds and Sierra College Boulevard Impact Fee Program funds.

Attachments

- A. Resolution
- B. Purchase Agreement
 - 1. Purchase Agreement
 - 2. Exhibit "A" – Grant Deed, Legal Description, Plat Map
 - 3. Exhibit "B" – Right of Way Acquisition Exhibit

TOWN OF LOOMIS

RESOLUTION NO. 21 - _____

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOOMIS
AUTHORIZING THE TOWN MANAGER TO APPROVE A PURCHASE AGREEMENT
AND EXECUTE DEEDS FOR THE ACQUISITION OF RIGHT OF WAY AND A
TEMPORARY CONSTRUCTION EASEMENT FOR THE SIERRA COLLEGE
BOULEVARD WIDENING PROJECT**

WHEREAS, on November 13, 2018, the Town Council approved a \$1,600,000 budget for the Sierra College Boulevard Widening Project and authorized staff to proceed; and

WHEREAS, as part of the project, the Town has identified the need to acquire two sections of right-of-way; one at the northwest corner of Sierra College Boulevard near Taylor Road and at the other at the Brace Road intersection; and

WHEREAS, there is also a 5-foot-wide, temporary construction easement that will need to be obtained along the western side of Sierra College Boulevard which the Town will control as workspace over an 18-month duration so that it can construct the project improvements; and

WHEREAS, the property owners have agreed to a purchase price of \$24,000 for the right-of-way and temporary construction easement which represents fair market value, as determined by an appraisal dated September 3, 2021; and

WHEREAS, the Town wishes to purchase the right-of-way and temporary construction easement and there are sufficient funds available in the project budget to do so.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Loomis does hereby authorize the Town Manager to approve a purchase agreement and execute deeds for the acquisition of right of way and a temporary construction easement for the Sierra College Boulevard Widening Project in the amount of \$24,000.

PASSED AND ADOPTED by the Town Council of the Town of Loomis this 14th day of December 2021 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Mayor

ATTEST:

Deputy Town Clerk

Item 11 Attachment B

GRANTOR: VIP Fund III, LLC, a Delaware limited liability company
PROJECT: Sierra College Boulevard Widening at Taylor Road
PARCEL: 044-122-005

PURCHASE AGREEMENT

The parties to this agreement (AGREEMENT) are VIP FUND III, LLC, A DELAWARE LIMITED LIABILITY COMPANY, herein referred to as "GRANTOR(s)", and the TOWN OF LOOMIS, herein after referred to as "GRANTEE".

By this AGREEMENT, GRANTOR(s) agrees to sell to GRANTEE, and GRANTEE desires to purchase from GRANTOR(s) that certain portion of property located at the SWC of Taylor Road and Sierra College Boulevard, Loomis, California, and more particularly identified as Assessor's Parcel Number 044-122-005 described in the Grant Deed and delineated in the form of a Temporary Construction Easement attached as "Exhibit A".

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their AGREEMENT. The performance of this AGREEMENT constitutes the entire consideration and shall relieve GRANTEE of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
 - (B) GRANTEE requires Fee and a Temporary Construction Easement from said property for Public Purpose, for construction of roadway, streetscape and ancillary purposes including utilities, a public use for which the GRANTEE has the authority to exercise the power of eminent domain. GRANTOR(s) is compelled to sell, and GRANTEE is compelled to acquire the property.
 - (C) GRANTEE requires said property described in the Grant Deed to construct a new Traffic Signal and Highway Improvement Project, a public use for which GRANTEE has the authority to exercise the power of eminent domain. GRANTOR is compelled to sell, and GRANTEE is compelled to acquire the property.
 - (D) Both GRANTOR(s) and GRANTEE recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
 - (E) The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R Section 50.3.
 - (F) No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract
2. GRANTEE shall:
 - (A) Pay the GRANTOR(s) the total sum of \$24,000.00 (rounded) for the property or interest conveyed by the Grant Deed and the Temporary Construction Easement on the property ("Purchase Price"), said Purchase Price shall be allocated as follows:

The sum of (\$24,000.00) 2,051± SF Fee and for a 3,415± SF Temporary Construction Easement

GRANTOR: VIP Fund III, LLC, a Delaware limited liability company
PROJECT: Sierra College Blvd. Widening at Taylor Road
PARCEL: 044-122-005

- (B) Payment of the Purchase Price shall be made when title to said property vests in GRANTEE free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except as follows:
 - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
 - b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced documents.
 - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
 - (C) Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by GRANTEE, the premium charged therefore. This transaction will be handled through First American Title Company, 2230 East Bidwell Street, Suite 100, Folsom, CA 95630, Escrow No. 5026900-5856096.
 - (D) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with any penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.
- 3. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this AGREEMENT, the right of possession and use of the subject property by including the right to remove and dispose of improvements and to commence construction of the project as referenced herein, shall commence when funds are deposited into escrow, and the amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date..
 - 4. Any monies payable under this AGREEMENT up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish GRANTOR with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.
 - 5. Any or all monies payable under this contract up to and including the total amount due on financing statements, if any, shall, upon demand, be made payable to the holder thereof. Said holder to furnish GRANTEE with good and sufficient receipt showing said monies credited against the indebtedness secured by said financing statements.
 - 6. Access during the construction period will be maintained and controlled by the contractor for the duration of the project and replacement of the entrance to the parcel.
 - 7. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2(A) includes, but is not limited to, payment for any and all past, present, and/or future damages, including any access, which have accrued or may accrue to GRANTOR'S remaining property by reason of its severance from the property conveyed herein and the construction and use of the proposed Project, including, but not limited to, any expense which GRANTOR may incur in restoring the utility of the remaining property. This release is not intended to extend unanticipated physical damage caused by construction.

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8. GRANTOR agrees to hold GRANTEE harmless and reimburse GRANTEE for any and all of its losses and expenses occasioned by reason of any lease of said Property held by any tenant of GRANTOR for a period exceeding one month. GRANTOR acknowledges that a general release or quitclaim deed will be required from any lessee regarding the disclaimer of the tenants' interest in the amount payable under Clause 2(A) above. Said general releases or quitclaim deeds are to be provided by GRANTOR, prior to the close of escrow. The provisions of this paragraph shall apply to current leases on the Property as well as future leases, if any, that are entered into after the execution of this Agreement. GRANTOR warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the GRANTOR agrees to hold GRANTEE harmless and reimburse GRANTEE for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of grantor for a period exceeding one month. GRANTOR acknowledges that a quitclaim deed will be required from any lessee that has a lease term exceeding one month. Said quit claim deed(s) is to be provided to Title prior to the close of escrow.
9. The undersigned Grantor warrants that he is the owner in fee simple of the property affected by the Fee and Temporary Construction Easement and has the exclusive right to grant these rights.
10. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the GRANTEE, shall be left in as good condition as found.
11. Permission is hereby granted to GRANTEE and its authorized agents to enter upon GRANTOR's land where necessary (Assessor's Parcel No. 044-122-005) within that certain area as shown on the map marked "Exhibit A" attached hereto and made a part hereof and identified as a Temporary Construction Easement for the purpose of undertaking and facilitating the work described herein and the construction of the Project, including but not limited to light grading, erosion control placement and associated construction activities. It is mutually agreed and understood by the GRANTOR and by GRANTEE as follows;
 - A. Temporary Construction Easement shall commence on July 1, 2022. Said Temporary Construction Easement shall terminate upon the completion of construction, or 18 months from effective date in any event no longer than December 31, 2023.
 - B. GRANTEE agrees to indemnify and hold harmless the undersigned GRANTOR from any liability arising out of the GRANTEE operations under this AGREEMENT. The GRANTEE further agrees to assume responsibility for any damages proximately caused by reason of GRANTEE'S operations under this AGREEMENT and GRANTEE will, at its option, either repair or pay for such damage.
 - C. GRANTEE agrees that GRANTOR(s) will have access to the remainder property during construction with said access maintained in such a way so that it does not impact or interfere with normal home residency or business operations. GRANTEE will notify GRANTOR(s) at least 15-days prior to start of construction. Notwithstanding anything to the contrary herein, GRANTEE and GRANTEE'S Agents shall not impair GRANTOR(s) use or access to the remainder property and will not park or store vehicles, debris or equipment on GRANTOR(s) remainder property unless GRANTOR(s) written permission is obtained in advance.

GRANTOR: VIP Fund III, LLC, a Delaware limited liability company
PROJECT: Sierra College Blvd. Widening at Taylor Road
PARCEL: 044-122-005

12. It is understood and agreed by and between the parties hereto that this AGREEMENT inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and or assigns.
13. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this agreement and may not be modified except by an instrument in writing signed by the party to be bound thereby.
14. If any term or provision of this Agreement shall be held to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.
15. GRANTEE and any successor in interest, shall have the right, in its sole discretion, to assign this Agreement as well as its rights and remedies in, to and under the deeds to the Temporary Construction Easement Area, and any right or obligation herein and therein, to any party of its choice without the prior consent or approval of GRANTOR.
16. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.
17. The above acquisition price reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under federal or state law, GRANTEE may elect to recover its cleanup costs from those who caused or contributed to the contamination.

Signature Page to Follow

GRANTOR: VIP Fund III, LLC, a Delaware limited liability company
PROJECT: Sierra College Blvd. Widening at Taylor Road
PARCEL: 044-122-005

In Witness Whereof, the Parties have executed this AGREEMENT this date of _____ 202__.

GRANTOR(s): VIP FUND III, LLC, A DELAWARE LIMITED LIABILITY COMPANY

Date: 11/19/2021
By: [Signature]
Name: Jason S. Johnson
Its: Manager

APPROVED: TOWN OF LOOMIS

By: _____
Sean Rabe, Town Manager
Town of Loomis

Date: _____

RECOMMENDATION AND APPROVAL:

By: [Signature]
Suzzan Hunt Arnold
Senior Acquisition Agent

GRANTOR: VIP Fund III, LLC, a Delaware limited liability company
PROJECT: Sierra College Blvd. Widening at Taylor Road
PARCEL: 044-122-005

Exhibit "A"

RECORDED FOR THE BENEFIT OF
Town of Loomis

WHEN RECORDED RETURN TO:
Bender Rosenthal, Inc.
Attn: Rebekah Green
2825 Watt Avenue, Suite 200
Sacramento, CA 95821

No Fee Document – per Government code 27383
No Document Transfer Tax- per R&T Code 11922
A portion of APN 044-122-005

SPACE ABOVE THE LINE FOR RECORDER'S USE

GRANT DEED

The undersigned Grantor (s) declare (s): Documentary Transfer Tax is: \$0.00 (County Tax):
and \$0.00 (City Tax).

- ☒ Unincorporated area, County of Placer
☐ computed on full value of property conveyed, or
☐ computed on full value less liens or encumbrances remaining at time of sale

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, VIP Fund III, LLC, a Delaware limited liability company, hereby grants to the TOWN OF LOOMIS, all of Grantor's right, title, and interest in and to that certain real property situated in the County of Placer, State of California, more particularly described as follows:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF

IN WITNESS WHEREOF, the undersigned Grantor has executed this Grant Deed as of
this _____ day of _____, 2021

Grantor: VIP Fund III, LLC, a Delaware limited liability company

By: _____

Name: _____

Its: _____

GRANTOR: VIP Fund III, LLC, a Delaware limited liability company
PROJECT: Sierra College Blvd. Widening at Taylor Road
PARCEL: 044-122-005

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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)
County of _____)
On _____ before me, _____,
Date Here Insert Name and Title of the Officer
personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

GRANTOR: VIP Fund III, LLC, a Delaware limited liability company
PROJECT: Sierra College Blvd. Widening at Taylor Road
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#8657.007
DJB

EXHIBIT 'A'
SIERRA COLLEGE BOULEVARD
AND TAYLOR ROAD INTERSECTION
LEGAL DESCRIPTION
FOR RIGHT-OF-WAY

All those portions of Parcel One as shown on the Parcel Map recorded in Book 26 of Parcel Maps, at Page 159, Placer County Records, and situated within Section 9, Township 11 North, Range 7 East, Mount Diablo Base and Meridian, Town of Loomis, County of Placer, State of California, being described as follows:

AREA 1:

BEGINNING at the southeast corner of said Parcel One, said point bearing North $89^{\circ}06'16''$ East, a distance of 441.51 feet, from the southwest corner of said Parcel One; thence from said **POINT OF BEGINNING**, along the south line of said Parcel One, South $89^{\circ}06'16''$ West, a distance of 46.79 feet; thence leaving said south line, through said Parcel One, the following three (3) arcs, courses and distances:

- 1) North $00^{\circ}21'52''$ East, a distance of 15.27 feet;
- 2) South $89^{\circ}32'48''$ East, a distance of 24.87 feet;
- 3) along a tangent curve concave to the northwest, having a radius of 22.00 feet, northeasterly 34.55 feet along said curve through a central angle of $89^{\circ}58'07''$ to the easterly line of said Parcel One, also being the westerly right-of-way line of Sierra College Boulevard as shown on said Parcel Map;

Thence along said easterly line the following two (2) arcs, courses and distances:

- 1) from a radial line which bears South $89^{\circ}30'56''$ East, along a non-tangent curve concave to the west, having a radius of 1440.00 feet, southerly 2.19 feet along said curve through a central angle of $00^{\circ}05'13''$;
- 2) South $00^{\circ}34'17''$ West, a distance of 33.97 feet to the **POINT OF BEGINNING**.

Containing 792 square feet, more or less.

AREA 2:

COMMENCING at the southeast corner of said Parcel One, said point bearing North $89^{\circ}06'16''$ East, a distance of 441.51 feet, from the southwest corner of said Parcel One; thence from said **POINT OF COMMENCEMENT**, along the easterly line of said Parcel One, also being the westerly right-of-way line of Sierra College Boulevard as shown on said Parcel Map, the following two (2) courses and distances:

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#8657.007
DJB

- 1) North $00^{\circ}34'17''$ East, a distance of 33.97 feet;
- 2) Along a tangent curve concave to the west, having a radius of 1440.00 feet, northerly 388.15 feet along said curve through a central angle of $15^{\circ}26'39''$ to the **TRUE POINT OF BEGINNING**;

Thence from said **TRUE POINT OF BEGINNING**, along said easterly line and last said arc, from a radial line which bears North $75^{\circ}07'38''$ East, along a non-tangent curve concave to the west, having a radius of 1440.00 feet, southerly 8.86 feet along said curve through a central angle of $00^{\circ}21'09''$; thence leaving said easterly line, through said Parcel One, the following three (3) courses and distances:

- 1) South $75^{\circ}28'47''$ West, a distance of 33.32 feet;
- 2) North $31^{\circ}31'43''$ West, a distance of 40.00 feet;
- 3) North $58^{\circ}28'17''$ East, a distance of 34.95 feet to said easterly line;

Thence along said easterly line the following two (2) courses and distances:

- 1) South $16^{\circ}46'57''$ East, a distance of 39.71 feet;
- 2) North $75^{\circ}07'38''$ East, a distance of 10.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 1359 square feet, more or less.

See Exhibit "B", plat to accompany description, attached hereto and made a part hereof.

The Basis of Bearings for this description is the south line of said Parcel One. Said bearing is North $89^{\circ}06'16''$ East.

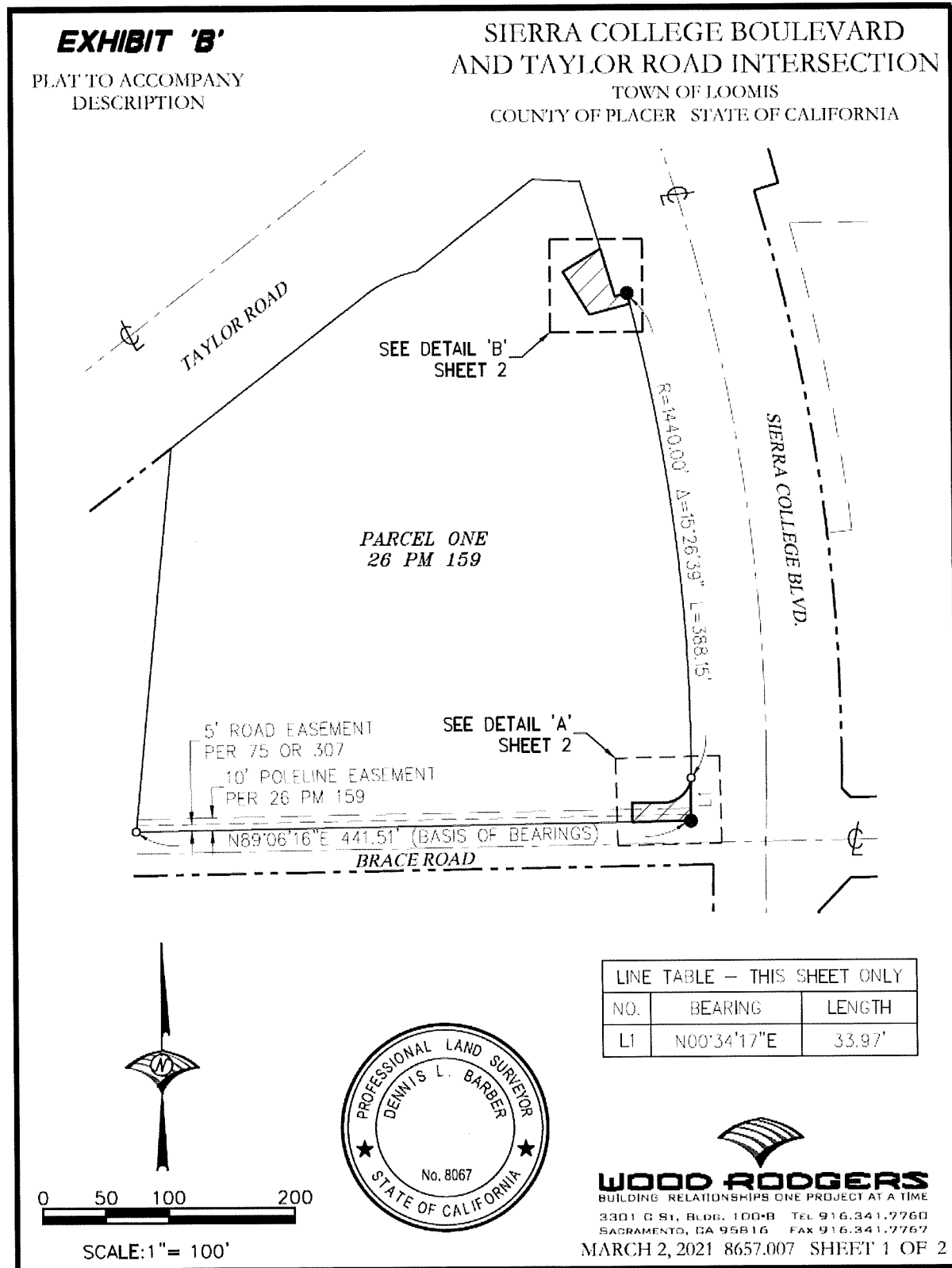
March 2, 2021

END OF DESCRIPTION



WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

GRANTOR: VIP Fund III, LLC, a Delaware limited liability company
 PROJECT: Sierra College Blvd. Widening at Taylor Road
 PARCEL: 044-122-005




GRANTOR: VIP Fund III, LLC, a Delaware limited liability company
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EXHIBIT 'B'

PLAT TO ACCOMPANY
 DESCRIPTION

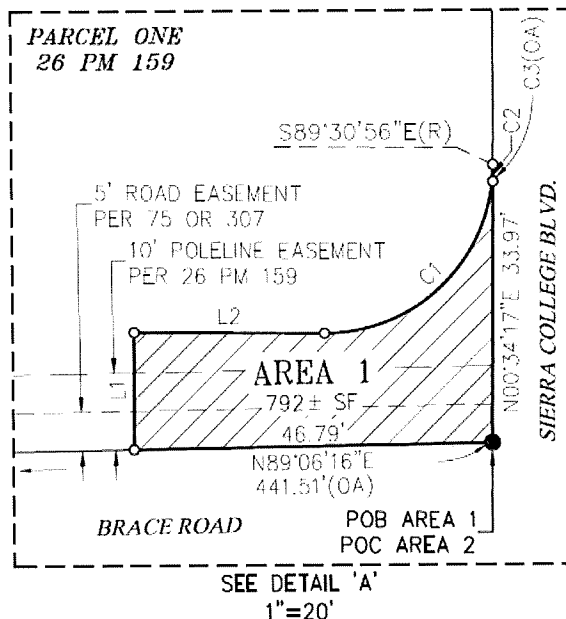
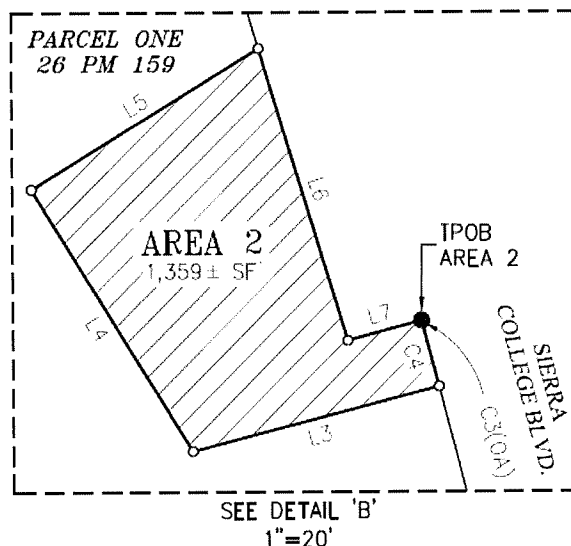
LEGEND:

OR	OFFICIAL RECORDS
PM	BOOK OF PARCEL MAPS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PUE	PUBLIC UTILITY EASEMENT
SF	SQUARE FEET
TPOB	TRUE POINT OF BEGINNING
	RIGHT-OF-WAY

CURVE TABLE — THIS SHEET ONLY			
NO.	RADIUS	DELTA	LENGTH
C1	22.00'	89°58'07"	34.55'
C2	1440.00'	0°05'13"	2.19'
C3	1440.00'	15°26'39"	388.15'
C4	1440.00'	0°21'09"	8.86'

LINE TABLE — THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N00°21'52"E	15.27'
L2	S89°32'48"E	24.87'
L3	S75°28'47"W	33.32'
L4	N31°31'43"W	40.00'
L5	N58°28'17"E	34.95'
L6	S16°46'57"E	39.71'
L7	N75°07'38"E(R)	10.00'

SIERRA COLLEGE BOULEVARD AND TAYLOR ROAD INTERSECTION TOWN OF LOOMIS COUNTY OF PLACER STATE OF CALIFORNIA



WOOD RODGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 3301 G ST, BLDG. 100-B TEL 916.341.7760
 SACRAMENTO, CA 95816 FAX 916.341.7767
 MARCH 2, 2021 8657.007 SHEET 2 OF 2

GRANTOR: VIP Fund III, LLC, a Delaware limited liability company
PROJECT: Sierra College Blvd. Widening at Taylor Road
PARCEL: 044-122-005

CERTIFICATE OF ACCEPTANCE

Government Code Section 27281

THIS IS TO CERTIFY THAT the interest in real property conveyed by the Grant Deed dated _____, from VIP Fund III, LLC, a Delaware limited liability company (GRANTOR), to TOWN OF LOOMIS is hereby accepted by order of the Loomis Town Council on _____, 20_____ and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

Sean Rabe, Town Manager
Town of Loomis

GRANTOR: VIP Fund III, LLC, a Delaware limited liability company
 PROJECT: Sierra College Blvd. Widening at Taylor Road
 PARCEL: 044-122-005

Exhibit "B"

