DOCKETED	
Docket Number:	21-TPG-01
Project Title:	Roseville Energy Park Temporary Power Generators
TN #:	239574
Document Title:	Roseville's CEC Pertmit Application - Part 1
Description:	Part 1 of Roseville's CEC application package
Filer:	Roseville Electric Compliance
Organization:	Roseville Electric
Submitter Role:	Applicant
Submission Date:	9/2/2021 9:50:35 AM
Docketed Date:	9/2/2021

LICENSE APPLICANT ENTITY: APPLICANT F Roseville Electric Utility Petra Wallac		RIMARY CONTACT NAME:		EMAIL ADDRESS: PWallace@roseville.ca.us			PHONE NUMBER: 916-774-5510	
	·				C	OLUMNS BELOW	FOR CEC ST	AFF USE ONL
	SELF- CERTIFICATION YES OR NO	PROVIDE WITH CHECKLIST	DOCUMENTA PROVIDED ATTACHM	) AS	ADEQUATE YES OR NO	INFORMATIC NEEDED TO MA ADEQUATE	AKE ENV	PPLICABLE IRONMENTA
Cover Letter	N/A	Letter dated and signed by each applicant attesting under penalty of perjury to the application's truth and accuracy.	YES, 1.19.20 Ro Statement of Agreements	seville				
General Project Description	N/A	Provide a general description of the proposed temporary power generator site and a site map delineating the fence line.	YES, 2. Project Description and	Мар				
III. CRITERIA AND PROCEDURE	<u>S</u>							
(a)(1) The power generator(s) will deliver 10 MW or more on a single grid intertie.		Unit description, manufacturer specifications and cut sheets for engine- generator package.	13. DWR Attesta Provide As-Built Drawings and Manufacture's C Sheets					
	YES	Description and one- line diagram showing the generating unit's proposed intertie to the substation, including GSU, breakers and switches.	YES, 4. Intertie ( and description	diagram				
(a)(2) the power generator(s) will deliver net peak energy no later than October 31, 2021.	YES	Schedule showing estimated major milestones including generator delivery, interconnection agreements, fuel and	YES, 5. Project Timeline.Rosevil	le				

		demin water			
		availability.			
	YES	Copy of proof of site	VEC. C. Creat Deed and		
(a)(3) The owner or operator has control over the site, and	TES	control (e.g., certificate of title, a deed, ALTA survey, lease agreement or other legal document specifying ownership).	YES, 6. Grant Deed and 6.Property Report		
(a)(3)i. generation will be located in a previously disturbed site;	YES	Date-stamped photographs, aerial photographs, maps, or documents that show the site consists-or consisted of- a concrete pad, pavement, gravel, previously excavated, compacted, or otherwise improved area.	YES, 7. Proof of Disturbed Area		
	YES	A description of previous disturbances or development of the candidate site.	YES, 7. Proof of Disturbed Area		
(a)(3)ii. generation will use natural gas as soon after construction as practicable;	YES	Initial fuel plan if not natural gas, and description of plan and schedule for conversion to natural gas.	N/A, Initial fuel plan is NG		
(a)(3)iii. there is a secure water supply for the project; and	YES	Description of planned demin water supply including source, storage and replenishment methods.	YES, 10. Demineralized WaterSupply, 10.SWPPP Waiver- Roseville and, 10. Email-WaterBoard- Waiver		
(a)(3)iv. there is an available grid interconnection.		See (a)(7) below.			
(a)(4) The power generator(s) can accommodate best available control technology (BACT) and the owner or operator will install BACT as soon as practicable. Operators of sites on	YES	Description of plan for how and when the engine-generator will be made BACT	YES, 11. BACT Compliant		

		line in the second s			,
which generators and equipment		compliant as soon as			
procured by DWR have been		practicable.			
located shall collaborate with DWR					
on the installation of BACT.					
(a)(5) The owner or operator will	YES	Copy of worker	YES, 12.Environmental		
implement best management		environmental	Awareness		
practices and a worker		awareness program,	Program.Roseville and		
environmental		storm water pollution	12. Best Management		
awareness program, as		prevention, if	Practice Letter		
appropriate, during installation and		applicable, and other			
removal of the power generators to		associated best			
protect any environmental resources.		management			
protectury charonmentariesources.		practices that will be			
		implemented at the			
		site.			
		site.			
(a)(6) The installation of the review	YES	Attestation letter with	VEC 12 Droof of		
(a)(6) The installation of the power	IES		YES, 13. Proof of		
generator(s) will be consistent with		agreement to provide	Installation		
manufacturer specifications and		completed			
safety codes and standards.		engineering drawings	and		
		for installation of the			
		power generator	13. DWR Attestation to		
		package and all	Provide As-Built		
		associated	Drawings and		
		appurtenances after	Manufacture's Cut		
		commissioning.	Sheets		
		Manufacturer cut	YES, 13. DWR		
		sheet(s) for all	Attestation to Provide		
		balance of plant	As-Built Drawings and		
		appurtenances related	Manufacture's Cut		
		to the power	Sheets		
		generator(s) package			
	YES	Manufacturer cut	YES, 15.Step-up		
		sheet(s) for the step-	Transformer		
		up transformer, if			
		applicable			
	YES	Manufacturer's cut	YES, 16. Noise Study		
		sheet showing noise	-,,		
		specification(s) for the	and		
		turbine(s), gas	and a		
		compressor(s), and	16. Noise Map		
			TO: MOISE Map		
		step-up			
		transformer(s).			
		Distance from the			
		project fence lines to			
		the turbine(s), gas			
		compressor(s), and			

r		r			
		step-up transformer(s).			
	YES	Proof of contract and contact information for the party who will do the installation,	YES, 17. Contactor's Safety Plan and		
		and a copy of their Injury and Illness Prevention Plan.	17. Proof of Installation		
(a)(7) The owner or operator has received authorization to interconnect the power generator(s) to the distribution or transmission grid by the relevant grid authority.	YES	Documentation from the California Independent System Operator or Interconnecting Utility indicating preliminary approval of the interconnection of the additional generation. And, when available, provide the Federal Energy Regulatory Commission approved generator interconnection agreement or modified existing interconnection agreement for the emergency generators.	YES, 18. WAPA LOA (Funding Agrmt) CDWR Emergency Gen Project 18. WAPA LOA (Proj Agrmt)- CDWR Emergency Gen Project LOA 21-SNR-02610 21-SNR-02611		
(a)(8) The owner or operator will provide access to CEC for inspection of the power generating equipment and site, and provide all available documentation regarding the equipment and site as requested by the CEC.	YES	Statement of agreement that owner or operator will provide access to CEC for inspection and provide all available documentation requested by CEC.	YES, 1.19.20 Roseville Statement of Agreements		
(b) Within 10 days after an owner or operator files a self-certification, the Executive Director shall verify that the self-certification is complete and meets the requirements of section (a) and that, based on the information available at the time of review, the project will deliver net peak energy by October 31, 2021. The Executive		N/A			

Director shall file a decision on the self-certification granting or denying the license and may impose conditions or reporting requirements on the license as appropriate. The decision of the Executive Director is final and not subject to further consideration or appeal.					
(c) The owner or operator is authorized to operate the power generators up to 5 years from the date that the Executive Director grants the license.		N/A			
(d) To support the Emergency Proclamation's directive to the California Air Resources Board to develop and promptly implement a State-funded plan to mitigate the effects of additional emissions authorized by the Emergency Proclamation beyond permitted levels, all owners or operators of new and temporary power generators shall report emissions in excess of federal air permits to the CEC for transmittal to the California Air Resources Board.	YES	Statement of agreement that the owner or operator will report emissions data to the CEC.	YES, 1.19.20 Roseville Statement of Agreements		



**City Manager** 311 Vernon Street Roseville, California 95678

August 26, 2021

Drew Bohan, Executive Director California Energy Commission 715 P Street Sacramento, CA 95814-5512

### Re: Letter of Attestation for Roseville Energy Park TM2500s

Mr. Bohan –

Pursuant to Governor Newsom's July 30, 2021 State of Emergency Proclamation, the California Department of Water Resources has contracted with General Electric Company and Kiewit Power Contractors, Inc. for the procurement, design, construction, and commissioning of temporary natural gas power generators to deliver net peak energy before October 31, 2021. Two 30MW TM2500 generation units will be installed at the Roseville Energy Park in Roseville, California. Due to the expedited schedule and suspension of the typical California Energy Commission (CEC) licensing process, I, Dominick Casey, City Manager for the City of Roseville, provide the CEC with the following attestations related to this project:

- I certify under penalty of perjury that the application being submitted by the City of Roseville to the CEC for the licensing of these temporary generation units is truthful and accurate to the best of my knowledge.
- The City of Roseville agrees to provide the CEC with completed engineering drawings for installation of the power generator package and all associated appurtenances after commissioning.
- The City of Roseville will provide reasonable access to the CEC for applicable inspections.
- The City of Roseville will provide all available documentation regarding this project, as requested by the CEC.

We appreciate the collaboration that went into developing this project and look forward to continuing these efforts. Please feel free to contact me if you have any questions.

Sincerely,

Dominick Casey City Manager



Roseville Electric Utility 2090 Hilltop Circle Roseville, California 95747-9704 *Reliable Energy. Dependable Service.* 

August 27, 2021

Drew Bohan, Executive Director California Energy Commission 715 P Street Sacramento, CA 95814-5512

SUBJECT: Roseville Project Description

Dear Mr. Bohan,

The Roseville State Power Augmentation Power Site (RSPAPS) will be an approximately 60-megawatt natural gas-fired simple cycle electric generating facility located adjacent to and on the east side of the existing Roseville Energy Park in Roseville, California. RSPAPS will be a temporary facility licensed pursuant to the Governor's July 30, 2021 Emergency Proclamation.

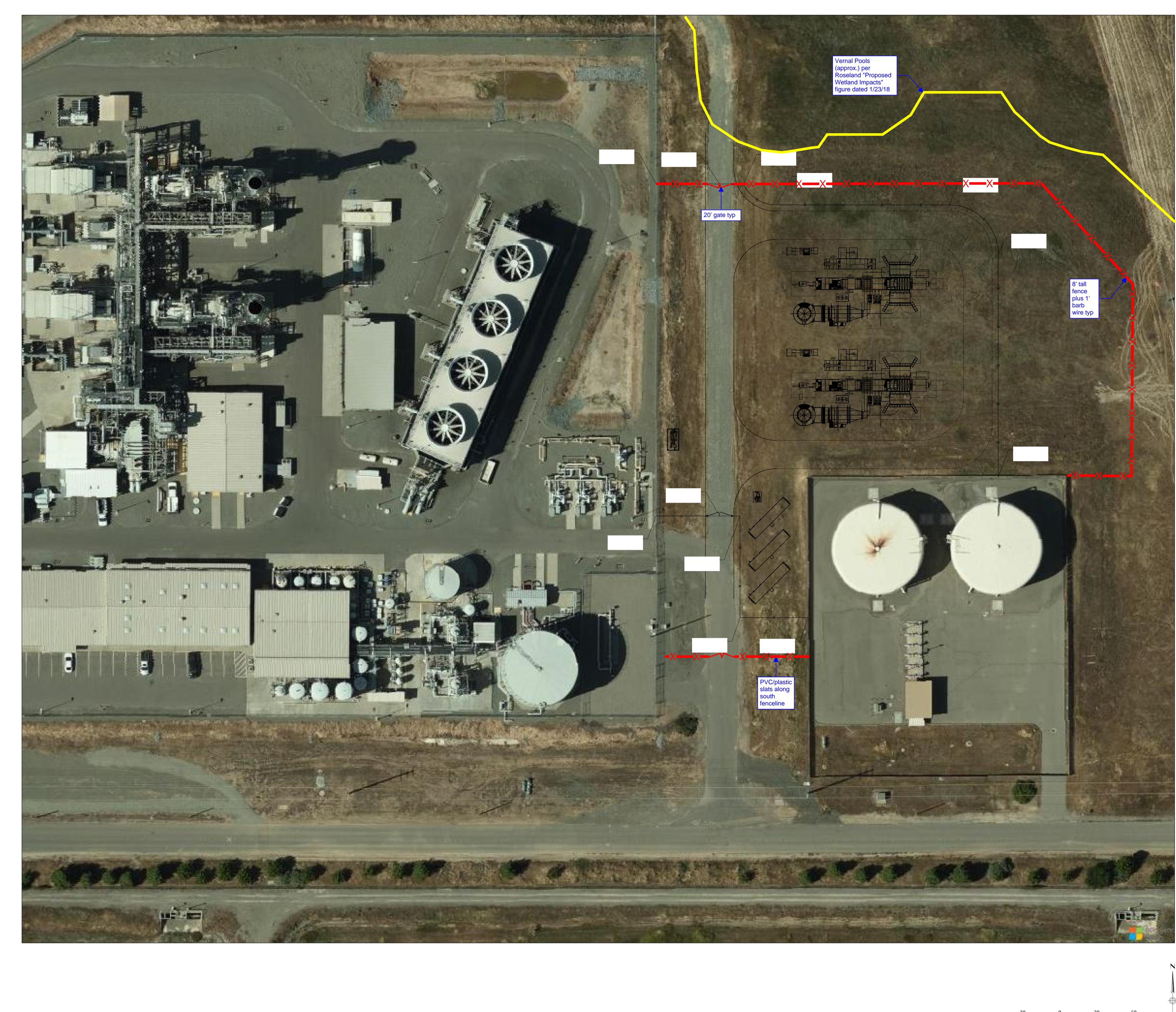
RSPAPS will consist of two TM 2500 gas turbine package units. The package units will be skid mounted units which will arrive complete with air filters, fuel gas skid, control room, and generator. The package units are equipped with nitrogen oxide (NOx) water injection to control emissions from the units to 25 ppm @15% oxygen. The units will be retrofitted with a Selective Catalytic Reduction (SCR) system and Catalytic Oxidation system as soon as practicable.

The units will be located on land that was previously disturbed during the construction of the Roseville Energy Park (REP) back in 2005-2007. The new TM2500 units will utilize natural gas and will connect to existing lines stubbed to the adjacent REP located to the west. The natural gas will be provided from the existing Pacific Gas and Electric (PG&E) natural gas system located at the site. An existing generator step-up units (GSU) will be used to step up the voltage to interconnect into Roseville's existing 60 KV transmission lines which will provide power to the City of Roseville controlled-grid. Demineralized water for NOx control will also be provided from the adjacent REP site. The power generating facilities at the RSPAPS will be installed, owned, decommissioned, and removed by the Department of Water, or units sold to the City of Roseville upon decommissioning. The 2-TM2500 units at this facility are planned to commence commercial operation on September 17, 2021 and operate through the end of 2023.

Thank you, <u>Petra Wallace</u> Petra Wallace (Aug 27, 2021 08:46 PDT)

Petra Wallace, Electric Risk and Compliance Supervisor

Attachment – Site Map



30 0 30 SCALE IN FEET SCALE: 1" = 30'-0" 60 

	<u>LEGEND</u>	
Notes:	<b>EXEMPIE</b> A PF	ROPOSED FENCE
and gat to follov red line	es should be placed and is no v that includes updated equipr	t for constructionformal drawing nent locations. Fencing shown in ion fence shown. Jersey barriers,
	ROSE	VILLE
	ENERG	Y PARK
	Kiewit	
COVCE BBA		
	SITE FEN	CING
ENGINEER/DESI ORIGINATOR	GN M. GOFORTH	DRAWING NUMBER
LEAD ENG	N. MILLER	
ENG MGR	M. WHEELER	20041725-CF-SK01
PROJ MGR	M. WHEELER	



### DATA SHEET CDSTM2X6G4\_002

SYNCHRONOUS GENERATORS

60		DATA SHI
Customer	: GE POWER	
Customer order number	: 15R047	
Customer part number	:	
Serial number	:	
Quantity	: 1	
Model number	: TM1PYD 167-20	00/2
Frame size	: 1100 mm	
Poles number	: 2	
Output	: 41111	kVA
Output	: 34944	kW
Speed	: 3600	RPM
Voltage	: 13800	V
Frequency	: 60Hz	
Phases number	: 3	
Enclosure/cooling	: OPEN	
Stator connection	: STAR	
Service factor	: 1	
Power factor	: 0.8	35
Duty cycle	: CONTINUOUS	
Rotor pole type	: CYLINDRICAL	
Stator insulation class	: F	
Stator temperature rise	: 133ºC / RTD @	0.85 PF@15°C
Rotor insulation class	: F	
Rotor temperature rise	:130ºC / Res @	
Rated current	: 1720	A
Short circuit ratio	: 0.55	
Coupling type	: DIRECT	
Bearing type	: TILTING PAD	
Bearing lubrication	: OIL	
Total end play	: 0 mm / locked	0.00054
Stator resistance per phase	@20°C	0.00654 ohm
Stator resistance per phase	@100°C	0.008592 ohm
Stator resistance per phase	@110°C	0.008848 ohm
Capacitance per phase of stator Rotor resistance	@20°C	0.155 μF 0.1489 ohm
Rotor resistance Rotor resistance	@20°C @100°C	0.195614 ohm
Rotor resistance	@100°C	0.201453 ohm
Surge impedance		0.201453 0nm 89 ohm
Surge impedance		09 01111

odel number	: TM1PYD 167-2	200/2	Load(%)	PF (pu)	Eff (pu)	
ame size	: 1100 mm		100	0.85	0.982	
oles number	:2		75	0.85	0.981	
utput	: 41111 : 34944	kVA kW	50	0.85	0.976	
utput beed	: 34944 : 3600	RPM	NOTES:			
bltage	: 13800	V	Lubrication			
equency	: 60Hz	•	Oil Type:		ISO VG 32	
nases number	: 3		Qty D.E. Bearing:		21.9 GPM / 83.0	liters
nclosure/cooling	: OPEN		Qty O.D.E. Bearing:	;	8.5 GPM / 32	liters
ator connection	: STAR		Oil Inlet Temp:		60°C	
rvice factor	:1	05	Oil outlet Temp:		82°C (NDE) - 85°	°C (DE)
wer factor ty cycle	: CONTINUOUS	85	Oil Supply Pressure:		30 psi / 2 bar	
itor pole type	: CYLINDRICAL					
ator insulation class	: F					
ator temperature rise		0.85 PF@15°C	Generator weight		: 45800 Kg	
tor insulation class	: F		Air filter unit weight		: 1600 Kg	
tor temperature rise		@0.85 PF@15°C	Rotor inertia (J)		: 834 kg.m <sup>2</sup>	
ated current	: 1720	A	Inertia constant :			kWs/kVA
ort circuit ratio	: 0.55		Outline number	J	: M10D101557	
oupling type aring type	: DIRECT : TILTING PAD		Rotation opposite drive enc Minimum air gap	1	CW : 35 mm	
aring lubrication	: OIL		winning an yap		. 55 mm	
ital end play	: 0 mm / locked		Excitation type :		: BRUSHLESS	5
ator resistance per phase	@20°C	0.00654 ohm	No load (cold) :			
ator resistance per phase	@100°C	0.008592 ohm	Excitation current at no load			274 A
ator resistance per phase	@110°C	0.008848 ohm	Excitation voltage at no loa	d, rated voltag	ge:	41 V
pacitance per phase of stator v		0.155 μF	Rated load (hot) :			
tor resistance tor resistance	@20°C @100°C	0.1489 ohm 0.195614 ohm	Excitation current at rated			701 A 146 V
tor resistance	@110°C	0.201453 ohm	Excitation voltage at rated I	ioau anu PF .		140 V
irge impedance	:	89 ohm	Saturation factor 1.0			0.134
ax. Altitude	:	1000 m	Saturation factor 1.2			0.392
nb. Temp ( min/max) enerator air flow	:	-39/55 °C 13.8 m3/sec				
enerator air flow DDITIONAL GENERATOR DAT NSTALLATION ON NON-HAZA	ARDOUS LOCATIO	13.8 m3/sec				
enerator air flow DDITIONAL GENERATOR DAT NSTALLATION ON NON-HAZA LUXILIARY TERMINAL BOXES ISTS	ARDOUS LOCATIC	13.8 m3/sec				
enerator air flow DDITIONAL GENERATOR DAT NSTALLATION ON NON-HAZA UXILIARY TERMINAL BOXES	ARDOUS LOCATIC	13.8 m3/sec				
DITIONAL GENERATOR DAT NSTALLATION ON NON-HAZA UXILIARY TERMINAL BOXES STS RFORMANCE VALUES SUBJ CESSORIES	ARDOUS LOCATIC	13.8 m3/sec	Document number		Title	
nerator air flow DITIONAL GENERATOR DAT ISTALLATION ON NON-HAZA UXILIARY TERMINAL BOXES STS RFORMANCE VALUES SUBJ CESSORIES - STATOR RTD'S PT100 OHMS	ARDOUS LOCATIO	13.8 m3/sec	Exciter Saturation Curves		CDTM2X6G4_001_1	
nerator air flow DITIONAL GENERATOR DAT NSTALLATION ON NON-HAZA UXILIARY TERMINAL BOXES STS RFORMANCE VALUES SUBJ CESSORIES - STATOR RTD'S PT100 OHMS - SURGE DIVERTERS: WEIDMU	ECTED TO IEC 60 @0°C - SINGLE EL	13.8 m3/sec	Exciter Saturation Curves Exciter Saturation Curves.xlsx		CDTM2X6G4_001_1 CDTM2X6G4_001_1	13800.xlsx
DITIONAL GENERATOR DAT ISTALLATION ON NON-HAZA UXILIARY TERMINAL BOXES STS RFORMANCE VALUES SUBJ CESSORIES - STATOR RTD'S PT100 OHMS - SURGE DIVERTERS: WEIDMI BEARING RTD'S PT100 OHMS	ECTED TO IEC 60 @0°C - SINGLE EL JLLER MCZOVP SL @0°C - DUAL ELEP	13.8 m3/sec	Exciter Saturation Curves		CDTM2X6G4_001_1	13800.xlsx 13800
nerator air flow DITIONAL GENERATOR DAT ISTALLATION ON NON-HAZA UXILIARY TERMINAL BOXES STS RFORMANCE VALUES SUBJ CESSORIES - STATOR RTD'S PT100 OHMS BEARING RTD'S PT100 OHMS BEARING RTD'S PT100 OHMS	ARDOUS LOCATIC	13.8 m3/sec	Exciter Saturation Curves Exciter Saturation Curves.xlsx OC SC Curves		CDTM2X6G4_001_1 CDTM2X6G4_001_1 CDTM2X6G4_002_1	13800.xlsx 13800 13800.xlsx
Inerator air flow DITIONAL GENERATOR DAT ISTALLATION ON NON-HAZA UXILIARY TERMINAL BOXES STS RFORMANCE VALUES SUBJ CESSORIES SURGE DIVERTERS: WEIDMU BEARING RTD'S PT100 OHMS BEARING RTD'S PT100 OHMS BEARING RTD'S PT100 OHMS BEARING RTD'S PT100 OHMS	RDOUS LOCATIC ECTED TO IEC 60 @0°C - SINGLE EL JLLER MCZOVP SL @0°C - DUAL ELEP @0°C - DUAL ELEP @0°C - DUAL ELEP	13.8 m3/sec	Exciter Saturation Curves Exciter Saturation Curves.xlsx OC SC Curves OC SC Curves.xlsx Efficiency Curves Efficiency Curves.xlsx		CDTM2X6G4_001_1 CDTM2X6G4_001_1 CDTM2X6G4_002_1 CDTM2X6G4_002_1 CDTM2X6G4_003_1 CDTM2X6G4_003_1 CDTM2X6G4_003_1	13800.xlsx 13800 13800.xlsx 13800 13800.xlsx
DITIONAL GENERATOR DAT ISTALLATION ON NON-HAZA UXILIARY TERMINAL BOXES STS RFORMANCE VALUES SUBJ CESSORIES STATOR RTD'S PT100 OHMS BEARING RTD'S PT100 OHMS	RDOUS LOCATIC ECTED TO IEC 60 @0°C - SINGLE EL JLLER MCZOVP SL @0°C - DUAL ELEP @0°C - DUAL ELEP @0°C - DUAL ELEP @0°C - DUAL ELEP @0°C - DUAL ELEP	13.8 m3/sec	Exciter Saturation Curves Exciter Saturation Curves.xlsx OC SC Curves OC SC Curves.xlsx Efficiency Curves Efficiency Curves.xlsx PQ Diagram		CDTM2X6G4_001_1 CDTM2X6G4_001_1 CDTM2X6G4_002_1 CDTM2X6G4_002_1 CDTM2X6G4_003_1 CDTM2X6G4_003_1 CDTM2X6G4_003_1 CDTM2X6G4_004_1	13800.xlsx 13800 13800.xlsx 13800 13800.xlsx 13800
DITIONAL GENERATOR DAT INSTALLATION ON NON-HAZA UXILIARY TERMINAL BOXES STS INFORMANCE VALUES SUBJ CESSORIES - STATOR RTD'S PT100 OHMS BEARING RTD'S PT100 OHMS COLD AIR RTD PT100 OHMS	ARDOUS LOCATIC ECTED TO IEC 60 00°C - SINGLE EL JLLER MCZOVP SL 00°C - DUAL ELEP 00°C - DUAL ELEP 00°C - DUAL ELEP 00°C - DUAL ELEP 00°C - DUAL ELEP 500°C - DUAL ELEP	13.8 m3/sec	Exciter Saturation Curves Exciter Saturation Curves.xlsx OC SC Curves OC SC Curves.xlsx Efficiency Curves.xlsx Efficiency Curves.xlsx PQ Diagram Vcurves		CDTM2X6G4_001_1 CDTM2X6G4_001_1 CDTM2X6G4_002_1 CDTM2X6G4_002_1 CDTM2X6G4_003_1 CDTM2X6G4_003_1 CDTM2X6G4_004_1 CDTM2X6G4_004_1 CDTM2X6G4_005_1	13800.xlsx 13800 13800.xlsx 13800 13800.xlsx 13800 13800
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nerator air flow DITIONAL GENERATOR DAT USTALLATION ON NON-HAZA UXILIARY TERMINAL BOXES STS RFORMANCE VALUES SUBJ CESSORIES - STATOR RTD'S PT100 OHMS BEARING RTD'S PT100 OHMS COLD AIR RTD PT100 OHMS COLT AIR RTD PT100 OHMS HOT AIR RTD PT100 OHMS EXCITER AIR RTD PT100 OHS SHAFT VIBRATION PROBES B KEYPHASOR BENTLY NEVAD/ GROUND FAULT DETECTION S	RDOUS LOCATIC CTED TO IEC 60 00°C - SINGLE EL JLLER MCZOVP SL 00°C - DUAL ELEP 00°C - DUAL ELEP 00°C - DUAL ELEP 00°C - DUAL ELEP 30°C - DUAL ELEP 30°C - DUAL ELEP 100°C - DU	13.8 m3/sec	Exciter Saturation Curves Exciter Saturation Curves.xlsx OC SC Curves OC SC Curves.xlsx Efficiency Curves Efficiency Curves.xlsx PQ Diagram Vcurves Short Circuit Curves Short Circuit Curves.xlsx Generator Capability Generator Capability.xlsx		CDTM2X6G4_001_1 CDTM2X6G4_001_1 CDTM2X6G4_002_1 CDTM2X6G4_002_1 CDTM2X6G4_003_1 CDTM2X6G4_003_1 CDTM2X6G4_004_1 CDTM2X6G4_006_1 CDTM2X6G4_006_1 CDTM2X6G4_008_1 CDTM2X6G4_008_1 CDTM2X6G4_008_1 CDTM2X6G4_009_1	13800.xlsx 13800 13800.xlsx 13800 13800 13800 13800 13800 13800 13800 13800 13800 13800 13800 13800 13800
INITIONAL GENERATOR DAT INITIONAL GENERATOR DAT INITIONAL GENERATOR DAT INITION ON NON-HAZA UXILIARY TERMINAL BOXES STS RFORMANCE VALUES SUBJ CESSORIES - STATOR RTD'S PT100 OHMS BEARING RTD'S PT100 OHMS COLD AIR RTD PT100 OHMS COLD AIR RTD PT100 OHMS HOT AIR RTD PT100 OHMS COLD AIR RTD PT100 OHMS HOT AIR RTD PT100 OHMS COLD AIR RTD PT100 OHMS HOT AIR RTD PT100 OHMS BEARING RTD'S PT00 OHMS COLD AIR RTD PT100 OHMS HOT AIR RTD PT100 OHMS BEARING RTD'S PT00 OHMS COLD AIR RTD PT100 OHMS COLD AIR RTD PT100 OHMS BEARING RTD'S PT00 OHMS COLD AIR RTD PT100 OHMS COLD AIR RTD PT100 OHMS BEARING RTD SPACE HEATER: 380 - 4	CTED TO IEC 60 CTED TO IEC 60 CONC - SINGLE EL JLLER MCZOVP SL @0°C - DUAL ELEP @0°C - DUAL ELEP CONC - DUAL ELEP	13.8 m3/sec	Exciter Saturation Curves Exciter Saturation Curves.xlsx OC SC Curves OC SC Curves Efficiency Curves.xlsx PQ Diagram Vcurves Short Circuit Curves Short Circuit Curves.xlsx Generator Capability Generator Capability.xlsx IEEE exciter model Stator Short Time Capability Stator Short Time Capability.xlsx		CDTM2X6G4_001_1 CDTM2X6G4_001_1 CDTM2X6G4_002_1 CDTM2X6G4_002_1 CDTM2X6G4_003_1 CDTM2X6G4_003_1 CDTM2X6G4_004_1 CDTM2X6G4_006_1 CDTM2X6G4_006_1 CDTM2X6G4_006_1 CDTM2X6G4_008_1 CDTM2X6G4_008_1 CDTM2X6G4_009_1 CDTM2X6G4_009_1 CDTM2X6G4_009_1 CDTM2X6G4_001_1	13800.xlsx 13800 13800.xlsx 13800 13800.xlsx 13800 13800 13800 13800 13800 13800 13800 13800 13800 13800 13800 13800 13800 13800 13800 13800
INTIONAL GENERATOR DAT INSTALLATION ON NON-HAZA UXILIARY TERMINAL BOXES STS RFORMANCE VALUES SUBJ CESSORIES - STATOR RTD'S PT100 OHMS BEARING RTD'S PT100 OHMS BEARING RTD'S PT100 OHMS BEARING RTD'S PT100 OHMS BEARING RTD'S PT100 OHMS COLD AIR RTD PT100 OHMS GEXCITER AIR RTD PT100 OHMS GEXCITER SPACE HEATER: 380 -4 DIFERENTIAL PRESSURE T	CTED TO IEC 60 CTECTED TO IEC 60 COO°C - SINGLE EL JULER MCZOVP SL COO°C - DUAL ELEP CO°C - DUAL ELEP MSCO°C - DUAL ELEP MSCO°C - DUAL ELEP MSCO°C - DUAL ELEP MSCO°C - DUAL ELEP A PROXPAC WITH I SVSTEM: ACCUMET SIOV - 50/60Hz - 1PH RANSMITTERS R	13.8 m3/sec	Exciter Saturation Curves Exciter Saturation Curves.xlsx OC SC Curves OC SC Curves.xlsx Efficiency Curves Efficiency Curves.xlsx PQ Diagram Vcurves Short Circuit Curves Short Circuit Curves.xlsx Generator Capability Generator Capability.xlsx IEEE exciter model Stator Short Time Capability.xlsx Voltage Frequency Capability		CDTM2X6G4_001_1 CDTM2X6G4_002_1 CDTM2X6G4_002_1 CDTM2X6G4_003_1 CDTM2X6G4_003_1 CDTM2X6G4_003_1 CDTM2X6G4_004_1 CDTM2X6G4_005_1 CDTM2X6G4_006_1 CDTM2X6G4_006_1 CDTM2X6G4_008_1 CDTM2X6G4_009_1 CDTM2X6G4_009_1 CDTM2X5GG4_001_1 CDTM2X5GG4_001_1 CDTM2X5GG4_001_1 CDTM2X5GG4_001_1 CDTM2X5GG4_001_1 CDTM2X5GG4_001_1 CDTM2X5GG4_001_1	13800.xlsx 13800 13800.xlsx 13800 13800.xlsx 13800 13800 13800 13800.xlsx 13800 13800 13800 13800 13800 13800 13800 13800 13800 13800 13800 13800 13800
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DITIONAL GENERATOR DAT INSTALLATION ON NON-HAZA UXILIARY TERMINAL BOXES STS REFORMANCE VALUES SUBJ CESSORIES - STATOR RTD'S PT100 OHMS BEARING RTD'S PT100 OHMS BEARING RTD'S PT100 OHMS BEARING RTD'S PT100 OHMS BEARING RTD'S PT100 OHMS COLD AIR RTD PT100 OHMS GEXCITER AIR RTD PT100 OHMS GEXCITER AIR RTD PT100 OHS KEYPHASOR BENTLY NEVAD/ GRUND FAULT DETECTION S GENERATOR SPACE HEATER: 380 -4 DIFERENTIAL PRESSURE T	CTED TO IEC 60 CTECTED TO IEC 60 COO°C - SINGLE EL JULER MCZOVP SL COO°C - DUAL ELEP CO°C - DUAL ELEP MSCO°C - DUAL ELEP MSCO°C - DUAL ELEP MSCO°C - DUAL ELEP MSCO°C - DUAL ELEP A PROXPAC WITH I SVSTEM: ACCUMET SIOV - 50/60Hz - 1PH RANSMITTERS R	13.8 m3/sec	Exciter Saturation Curves Exciter Saturation Curves.xlsx OC SC Curves OC SC Curves.xlsx Efficiency Curves.xlsx PQ Diagram Vcurves Short Circuit Curves.xlsx Generator Capability Generator Capability.xlsx IEEE exciter model Stator Short Time Capability.xlsx Voltage Frequency Capability.xlsx Notor Short Time Capability.xlsx	x	CDTM2X6G4_001_1 CDTM2X6G4_002_1 CDTM2X6G4_002_1 CDTM2X6G4_003_1 CDTM2X6G4_003_1 CDTM2X6G4_003_1 CDTM2X6G4_005_1 CDTM2X6G4_006_1 CDTM2X6G4_006_1 CDTM2X6G4_008_1 CDTM2X6G4_008_1 CDTM2X6G4_009_1 CDTM2X6G4_009_1 CDTM2X6G4_001_1 CDTM2X5GG4_001_1 CDTM2X5GG4_001_1 CDTM2X5GG4_001_1 CDTM2X5GG4_002_1 CDTM2X5GG4_002_1 CDTM2X5GG4_002_1 CDTM2X5GG4_002_1 CDTM2X5GG4_002_1 CDTM2X5GG4_003_1	13800.xlsx 13800 13800.xlsx 13800
DITIONAL GENERATOR DAT INSTALLATION ON NON-HAZA UXILIARY TERMINAL BOXES STS REFORMANCE VALUES SUBJ CESSORIES - STATOR RTD'S PT100 OHMS BEARING RTD'S PT100 OHMS BEARING RTD'S PT100 OHMS BEARING RTD'S PT100 OHMS BEARING RTD'S PT100 OHMS COLD AIR RTD PT100 OHMS GEXCITER AIR RTD PT100 OHMS GEXCITER AIR RTD PT100 OHS KEYPHASOR BENTLY NEVAD/ GRUND FAULT DETECTION S GENERATOR SPACE HEATER: 380 -4 DIFERENTIAL PRESSURE T	CTED TO IEC 60 CTECTED TO IEC 60 COO°C - SINGLE EL JULER MCZOVP SL COO°C - DUAL ELEP CO°C - DUAL ELEP MSCO°C - DUAL ELEP MSCO°C - DUAL ELEP MSCO°C - DUAL ELEP MSCO°C - DUAL ELEP A PROXPAC WITH I SVSTEM: ACCUMET SIOV - 50/60Hz - 1PH RANSMITTERS R	13.8 m3/sec	Exciter Saturation Curves Exciter Saturation Curves.xlsx OC SC Curves OC SC Curves Efficiency Curves.xlsx PQ Diagram Vourves Short Circuit Curves Short Circuit Curves Stator Short Time Capability.xlsx Rotor Short Time Capability.xlsx	X	CDTM2X6G4_001_1 CDTM2X6G4_002_1 CDTM2X6G4_002_1 CDTM2X6G4_003_1 CDTM2X6G4_003_1 CDTM2X6G4_003_1 CDTM2X6G4_006_1 CDTM2X6G4_006_1 CDTM2X6G4_006_1 CDTM2X6G4_008_1 CDTM2X6G4_008_1 CDTM2X6G4_008_1 CDTM2X6G4_009_1 CDTM2X5G4_001_1 CDTM2X5G4_001_1 CDTM2X5G4_001_2 CDTM2X5G4_002_1 CDTM2X56G4_002_2 CDTM2X56G4_003_1 CDTM2X	13800.xlsx 13800 13800.xlsx 13800 13800.xlsx 13800
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DITIONAL GENERATOR DAT INSTALLATION ON NON-HAZA UXILIARY TERMINAL BOXES STS REFORMANCE VALUES SUBJ CESSORIES - STATOR RTD'S PT100 OHMS BEARING RTD'S PT100 OHMS BEARING RTD'S PT100 OHMS BEARING RTD'S PT100 OHMS BEARING RTD'S PT100 OHMS COLD AIR RTD PT100 OHMS GEXCITER AIR RTD PT100 OHMS GEXCITER AIR RTD PT100 OHS KEYPHASOR BENTLY NEVAD/ GRUND FAULT DETECTION S GENERATOR SPACE HEATER: 380 -4 DIFERENTIAL PRESSURE T	CTED TO IEC 60 CTECTED TO IEC 60 COO°C - SINGLE EL JULER MCZOVP SL COO°C - DUAL ELEP CO°C - DUAL ELEP MSCO°C - DUAL ELEP MSCO°C - DUAL ELEP MSCO°C - DUAL ELEP MSCO°C - DUAL ELEP A PROXPAC WITH I SVSTEM: ACCUMET SIOV - 50/60Hz - 1PH RANSMITTERS R	13.8 m3/sec	Exciter Saturation Curves Exciter Saturation Curves.xlsx OC SC Curves OC SC Curves Efficiency Curves.xlsx PQ Diagram Vcurves Short Circuit Curves Short Circuit Curves Short Circuit Curves.xlsx Generator Capability Generator Capability.xlsx IEEE exciter model Stator Short Time Capability.xlsx Voltage Frequency Capability.xlsx Rotor Short Time Capability.xlsx Rotor Short Time Capability.xlsx Rotor Short Time Capability.xlsx PMG Characteristics	x nt	CDTM2X6G4_001_1 CDTM2X6G4_002_1 CDTM2X6G4_002_1 CDTM2X6G4_003_1 CDTM2X6G4_003_1 CDTM2X6G4_003_1 CDTM2X6G4_006_1 CDTM2X6G4_006_1 CDTM2X6G4_006_1 CDTM2X6G4_008_1 CDTM2X6G4_008_1 CDTM2X6G4_008_1 CDTM2X6G4_009_1 CDTM2X5G4_001_ CDTM2X5G4_001_ CDTM2X5G4_001_ CDTM2X56G4_002_ CDTM2X56G4_002_ CDTM2X56G4_003_ CDTM2X56G4_003_	13800.xlsx 13800 13800.xlsx 13800 13800.xlsx 13800
DITIONAL GENERATOR DAT ISTALLATION ON NON-HAZA UXILIARY TERMINAL BOXES STS RFORMANCE VALUES SUBJ CESSORIES - STATOR RTD'S PT100 OHMS BEARING RTD'S PT100 OHMS BEARING RTD'S PT100 OHMS BEARING RTD'S PT100 OHMS BEARING RTD'S PT100 OHMS COLD AIR RTD PT100 OHMS GOLD AIR RTD PT100 OHMS COLD AIR RTD PT100 OHMS GOLD AIR RTD PT100 OHMS GOLD AIR RTD PT100 OHMS COLD AIR RTD PT100 OHMS GOLD AIR RTD PT100 OHMS COLD AIR RTD PT100 OHMS CO	CTED TO IEC 60 CTECTED TO IEC 60 COO°C - SINGLE EL JULER MCZOVP SL COO°C - DUAL ELEP CO°C - DUAL ELEP MSCO°C - DUAL ELEP MSCO°C - DUAL ELEP MSCO°C - DUAL ELEP MSCO°C - DUAL ELEP A PROXPAC WITH I SVSTEM: ACCUMET SIOV - 50/60Hz - 1PH RANSMITTERS R	13.8 m3/sec	Exciter Saturation Curves Exciter Saturation Curves.xlsx OC SC Curves OC SC Curves. Efficiency Curves Efficiency Curves Short Circuit Curves Short Circuit Curves Short Circuit Curves.xlsx Generator Capability Generator Capability.xlsx IEEE exciter model Stator Short Time Capability.xlsx Voltage Frequency Capability Voltage Frequency Capability Voltage Frequency Capability Rotor Short Time Capability.xlsx Rotor Short Time Capability.xlsx	x nt nt.xlsx	CDTM2X6G4_001_1 CDTM2X6G4_002_1 CDTM2X6G4_002_1 CDTM2X6G4_003_1 CDTM2X6G4_003_1 CDTM2X6G4_003_1 CDTM2X6G4_004_1 CDTM2X6G4_005_1 CDTM2X6G4_006_1 CDTM2X6G4_008_1 CDTM2X6G4_008_1 CDTM2X6G4_009_1 CDTM2X6G4_009_1 CDTM2X5G4_001_1 CDTM2X5G4_001_1 CDTM2X5G4_002_1 CDTM2X5G4_002_1 CDTM2X5G4_002_1 CDTM2X5G4_002_1 CDTM2X5G4_003_1 CDTM2X5GG4_003_1 CDTM2X5GG4_004_1 CDTM2X5GG4_004_1 CDTM2X5GG4_004_1 CDTM2X5GG4_005_1 CDTM2X5G5_1 CDTM2X5G5_1 CDTM2X5G5_1 CDTM2X5G5_1 CDTM2X5G5_1 CDT	13800.xlsx 13800 13800.xlsx 13800 13800.xlsx 13800 13800.xlsx 13800 13800.xlsx 13800 13800.xlsx 13800 13800.xlsx 13800 13800.xlsx 13800 13800.xlsx 13800 13800.xlsx 13800 13800.xlsx 13800 13800.xlsx 13800 13800.xlsx

### PREPARED BY : RDE APPROVED

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25/04/2016

TM2500+G4

		0007			GE POWER CON	VERSION
DAT.	A SHEET	CDST	M2X6G4_0	02	SYNCHRONOUS	GENERATORS
SERIAL NUMBER : 0						
Reactances and Sequence Resistance	s ·					
Direct Axis Reactances :						
Direct synchronous reactance (unsaturated/s		=	2.31 /	2.08 P.U.		
Direct transient reactance (unsaturated/satur		=	0.21 /	0.19 P.U.		
Direct sub-transient reactance (unsaturated/s Quadrature Axis Reactances :	saturated) - X' 'd	=	0.126 /	0.112 P.U.		
Quadrature synchronous reactance (unsatura	ated/saturated) - Xa		2.11 /	1.76 P.U.		
Quadrature transient reactance (unsaturated/			0.28	0.26 P.U.		
Quadrature sub-transient reactance (unsatura		=	0.14 /	0.11 P.U.		
Additional reactances						
Negative sequence reactance (unsaturated/s	aturated) - X2	=	0.134 /	0.138 P.U.		
Zero sequence reactance - Xo :		=	0.061	P.U.		
Stator leakage reactance, Xs Potier reactance, Xp :		=	0.1	P.U. P.U.		
Sequence resistances		=	0.176	F.U.		
Positive sequence resistance, R1		=	0.00445	P.U.	@ 1	15 °C
Negative sequence resistance, R2		=	0.10215	P.U.		15 °C
Zero sequence resistance, R0		=	0.00446	P.U.	<b>@</b> 1	15 °C
•						
Time constants						
Direct axis					F.C	
Transient O.C time constant - T'do Transient S.C. time constant, 3 ph, T'd3					5.6 sec 0.49 sec	
Transient S.C. time constant, 5 ph, 1 dS					0.49 Sec 0.781 sec	
Transient S.C. time constant, L-N, T'd1					0.906 sec	
Sub-transient O.C time constant, T"do					0.07 sec	
Sub-transient S.C time constant, 3ph, T"d3					0.05 sec	
Sub-transient S.C time constant, L-L, T"d2					0.047 sec	
Sub-transient S.C time constant, L-N, T"d1					0.059 sec	
Quadrature axis						
Transient O.C time constant - T'go					1.18 sec	
Transient S.C. time constant, 3 ph, T'q3					0.14 sec	
Transient S.C. time constant, L-L, T'q2					0.2 sec	
Transient S.C. time constant, L-N, T'q1					0.23 sec	
Sub-transient O.C time constant, T"go					0.03 sec	
Sub-transient S.C time constant, 3ph, T"q3					0.02 sec	
Sub-transient S.C time constant, L-L, T"q2					0.036 sec	
Sub-transient S.C time constant, L-N, T"q1					0.043 sec	
Missellenseur						
Miscellaneous D.C Armature time constant, 3ph, Ta3					0.19 sec	
D.C Armature time constant, 5ph, 1a5					0.19 sec	
D.C Armature time constant, L-L, Ta2					0.19 sec 0.15 sec	
Efficiency and losses						
Output MW	34.9					
Power factor	0.85					
Power factor Friction and windage loss kW	0.85 254					
Power factor       Friction and windage loss     kW       Stator core iron loss     kW	0.85 254 80					
Power factor Friction and windage loss kW Stator core iron loss kW Stator copper loss at 115°C kW	0.85 254 80 80					
Power factor Friction and windage loss kW Stator core iron loss kW Stator copper loss at 115°C kW Stray load loss at 115°C kW	0.85 254 80 80 103					
Power factor Friction and windage loss kW Stator core iron loss kW Stator copper loss at 115°C kW Stray load loss at 115°C kW Rotor copper loss at 115°C kW	0.85 254 80 80 103 103					
Power factor Friction and windage loss kW Stator core iron loss kW Stator copper loss at 115°C kW Stray load loss at 115°C kW	0.85 254 80 80 103					
Power factor       kW         Friction and windage loss       kW         Stator core iron loss       kW         Stator copper loss at 115°C       kW         Stray load loss at 115°C       kW         Rotor copper loss at 115°C       kW         Exciter loss       kW         Total loss       kW	0.85 254 80 103 103 10.3					
Power factor         Friction and windage loss       kW         Stator core iron loss       kW         Stator copper loss at 115°C       kW         Stray load loss at 115°C       kW         Rotor copper loss at 115°C       kW         Exciter loss       kW         Total loss       kW         Efficiency       %	0.85 254 80 103 103 10.3 630.3					
Power factor       KW         Friction and windage loss       kW         Stator core iron loss       kW         Stator copper loss at 115°C       kW         Stray load loss at 115°C       kW         Rotor copper loss at 115°C       kW         Exciter loss       kW         Total loss       kW         Efficiency       %         Brushless exciter data :	0.85 254 80 103 103 10.3 630.3 98.2		2000			
Power factor Friction and windage loss kW Stator core iron loss kW Stator copper loss at 115°C kW Rotor copper loss at 115°C kW Rotor copper loss at 115°C kW Exciter loss kW Total loss kW Efficiency % Brushless exciter data : 8 Poles -	0.85 254 80 103 103 10.3 630.3		3600	RPM -	Туре :	ETGV 51-16
Power factor Friction and windage loss kW Stator core iron loss kW Stator copper loss at 115°C kW Stray load loss at 115°C kW Rotor copper loss at 115°C kW Exciter loss kW Total loss kW Efficiency % Brushless exciter data : 8 Poles - Number of phase	0.85 254 80 103 103 10.3 630.3 98.2		3600	7		ETGV 51-16
Power factor Friction and windage loss kW Stator core iron loss kW Stator copper loss at 115°C kW Stray load loss at 115°C kW Rotor copper loss at 115°C kW Exciter loss kW Efficiency % Brushless exciter data: 8 Poles - Number of phase Exciter armature resistance per phase	0.85 254 80 103 103 103 10.3 630.3 98.2 102 KW - @ 20 °C		3600	7 0.00178 ohm		ETGV 51-16
Power factor Friction and windage loss kW Stator core iron loss kW Stator copper loss at 115°C kW Rotor copper loss at 115°C kW Rotor copper loss at 115°C kW Exciter loss kW Efficiency % Brushless exciter data : 8 Poles - Number of phase Exciter armature resistance per phase Exciter field resistance	0.85 254 80 103 103 10.3 630.3 98.2 102 KW - @ 20 °C @ 20 °C		3600	7 0.00178 ohm 7.76 ohm		ETGV 51-16
Power factor Friction and windage loss kW Stator core iron loss kW Stator copper loss at 115°C kW Stray load loss at 115°C kW Rotor copper loss at 115°C kW Exciter loss kW Total loss kW Efficiency % Brushless exciter data : 8 Poles - Number of phase Exciter armature resistance per phase Exciter armature resistance per phase	0.85 254 80 103 103 103 10.3 630.3 98.2 102 KW - @ 20 °C		3600	7 0.00178 ohm		ETGV 51-16
Power factor Friction and windage loss kW Stator core iron loss kW Stator copper loss at 115°C kW Stray load loss at 115°C kW Rotor copper loss at 115°C kW Exciter loss kW Total loss kW Efficiency % Brushless exciter data : 8 Poles - Number of phase	0.85 254 80 103 103 103 10.3 630.3 98.2 102 KW - @ 20 °C @ 20 °C @ 20 °C @ 100 °C @ 100 °C		3600	7 0.00178 ohm 7.76 ohm 0.00234 ohm		ETGV 51-16
Power factor Friction and windage loss kW Stator core iron loss kW Stator copper loss at 115°C kW Stray load loss at 115°C kW Rotor copper loss at 115°C kW Exciter loss kW Total loss kW Efficiency % <b>Brushless exciter data</b> : 8 Poles - Number of phase Exciter armature resistance per phase Exciter field resistance Exciter field resistance per phase Exciter field resistance per phase	0.85 254 80 103 103 10.3 630.3 98.2 102 KW - @ 20 °C @ 20 °C @ 100 °C @ 100 °C		3600	7 0.00178 ohm 7.76 ohm 0.00234 ohm 10.19 ohm 0.00241 ohm 10.50 ohm		ETGV 51-16
Power factor Friction and windage loss kW Stator core iron loss kW Stator copper loss at 115°C kW Stray load loss at 115°C kW Rotor copper loss at 115°C kW Exciter loss kW Etfliciency % Brushless exciter data : 8 Poles - Number of phase Exciter field resistance per phase Exciter field resistance per phase Exciter armature resistance per phase Exciter field resistance Exciter armature resistance per phase Exciter armature resistance per phase	0.85 254 80 103 103 103 10.3 630.3 98.2 102 KW - @ 20 °C @ 20 °C @ 20 °C @ 100 °C @ 100 °C		3600	7 0.00178 ohm 7.76 ohm 0.00234 ohm 10.19 ohm 0.00241 ohm		ETGV 51-16
Power factor Friction and windage loss kW Stator core iron loss kW Stator copper loss at 115°C kW Rotor copper loss at 115°C kW Rotor copper loss at 115°C kW Exciter loss kW Total loss kW Efficiency % <b>Brushless exciter data :</b>	0.85 254 80 103 103 103 10.3 630.3 98.2 102 KW - @ 20 °C @ 20 °C @ 20 °C @ 100 °C @ 100 °C		3600	7 0.00178 ohm 7.76 ohm 0.00234 ohm 10.19 ohm 0.00241 ohm 10.50 ohm		ETGV 51-16
Power factor Friction and windage loss kW Stator core iron loss kW Stator copper loss at 115°C kW Stray load loss at 115°C kW Rotor copper loss at 115°C kW Exciter loss kW Efficiency % <b>Brushless exciter data :</b> 8 Poles - Number of phase Exciter field resistance per phase Exciter field resistance per phase Exciter field resistance per phase Exciter field resistance per phase Exciter field resistance Exciter field r	0.85 254 80 103 103 103 10.3 630.3 98.2 102 KW - @ 20 °C @ 20 °C @ 20 °C @ 100 °C @ 100 °C		3600	7 0.00178 ohm 7.76 ohm 0.00234 ohm 10.19 ohm 0.00241 ohm 10.50 ohm 0.5 sec		ETGV 51-16
Power factor Friction and windage loss kW Stator core iron loss kW Stator copper loss at 115°C kW Stray load loss at 115°C kW Rotor copper loss at 115°C kW Exciter loss kW Total loss kW Efficiency % <b>Brushless exciter data :</b> 8 Poles - Number of phase Exciter armature resistance per phase Exciter field resistance Exciter armature resistance per phase Exciter armature resistance per phase Exciter armature resistance per phase Exciter field resistance Exciter armature resistance per phase Exciter field resistance Exciter armature resistance per phase Exciter field resistance Exciter field current at no load	0.85 254 80 103 103 103 10.3 630.3 98.2 102 KW - @ 20 °C @ 20 °C @ 20 °C @ 100 °C @ 100 °C		3600	7 0.00178 ohm 7.76 ohm 0.00234 ohm 10.19 ohm 0.00241 ohm 10.50 ohm 0.5 sec 2.8 A		ETGV 51-16
Power factor Friction and windage loss kW Stator core iron loss kW Stator copper loss at 115°C kW Stray load loss at 115°C kW Rotor copper loss at 115°C kW Exciter loss kW Efficiency % <b>Brushless exciter data :</b> 8 Poles - Number of phase Exciter field resistance per phase Exciter field resistance per phase Exciter field resistance per phase Exciter field resistance per phase Exciter field resistance Exciter field resistance per phase Exciter field resistance Exciter field resistance Excit	0.85 254 80 103 103 103 10.3 630.3 98.2 102 KW - @ 20 °C @ 20 °C @ 20 °C @ 100 °C @ 100 °C		3600	7 0.00178 ohm 7.76 ohm 0.00234 ohm 10.19 ohm 0.00241 ohm 10.50 ohm 0.5 sec		ETGV 51-16
Power factor Friction and windage loss kW Stator core iron loss kW Stator copper loss at 115°C kW Stray load loss at 115°C kW Rotor copper loss at 115°C kW Exciter loss kW Total loss kW Efficiency % <b>Brushless exciter data :</b> 8 Poles - Number of phase Exciter armature resistance per phase Exciter field resistance Exciter armature resistance per phase Exciter armature resistance per phase Exciter armature resistance per phase Exciter field resistance Exciter armature resistance per phase Exciter field resistance Exciter field current at no load	0.85 254 80 103 103 103 10.3 630.3 98.2 102 KW - @ 20 °C @ 20 °C @ 20 °C @ 100 °C @ 100 °C		3600	7 0.00178 ohm 7.76 ohm 0.00234 ohm 10.19 ohm 0.00241 ohm 10.50 ohm 0.5 sec 2.8 A		ETGV 51-16
Power factor Friction and windage loss kW Stator core iron loss kW Stator copper loss at 115°C kW Stray load loss at 115°C kW Rotor copper loss at 115°C kW Exciter loss kW Total loss kW Efficiency % <b>Brushless exciter data :</b> 8 Poles - Number of phase Exciter armature resistance per phase Exciter field resistance Exciter armature resistance per phase Exciter armature resistance per phase Exciter armature resistance per phase Exciter field resistance Exciter armature resistance per phase Exciter field resistance Exciter field current at no load	0.85 254 80 103 103 103 10.3 630.3 98.2 102 KW - @ 20 °C @ 20 °C @ 20 °C @ 100 °C @ 100 °C		3600	7 0.00178 ohm 7.76 ohm 0.00234 ohm 10.19 ohm 0.00241 ohm 10.50 ohm 0.5 sec 2.8 A		ETGV 51-16
Power factor Friction and windage loss kW Stator core iron loss kW Stator copper loss at 115°C kW Stray load loss at 115°C kW Rotor copper loss at 115°C kW Exciter loss kW Total loss kW Efficiency % <b>Brushless exciter data :</b> 8 Poles - Number of phase Exciter armature resistance per phase Exciter field resistance Exciter armature resistance per phase Exciter armature resistance per phase Exciter armature resistance per phase Exciter field resistance Exciter armature resistance per phase Exciter field resistance Exciter armature resistance per phase Exciter field resistance Exciter field current at no load	0.85 254 80 103 103 103 10.3 630.3 98.2 102 KW - @ 20 °C @ 20 °C @ 20 °C @ 100 °C @ 100 °C		3600	7 0.00178 ohm 7.76 ohm 0.00234 ohm 10.19 ohm 0.00241 ohm 10.50 ohm 0.5 sec 2.8 A		
Power factor Friction and windage loss kW Stator core iron loss kW Stator copper loss at 115°C kW Stray load loss at 115°C kW Rotor copper loss at 115°C kW Exciter loss kW Total loss kW Efficiency % <b>Brushless exciter data :</b> 8 Poles - Number of phase Exciter armature resistance per phase Exciter field resistance Exciter armature resistance per phase Exciter armature resistance per phase Exciter armature resistance per phase Exciter field resistance Exciter armature resistance per phase Exciter field resistance Exciter armature resistance per phase Exciter field resistance Exciter field current at no load	0.85 254 80 103 103 103 10.3 630.3 98.2 102 KW - @ 20 °C @ 20 °C @ 20 °C @ 100 °C @ 100 °C		3600	7 0.00178 ohm 7.76 ohm 0.00234 ohm 10.19 ohm 0.00241 ohm 10.50 ohm 0.5 sec 2.8 A		ETGV 51-16 SH 2 of 3

<sup>25/04/2016</sup> Rev: 8

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### DATA SHEET CDSTM2X6G4\_002

### GE POWER CONVERSION

### SYNCHRONOUS GENERATORS

SERIAL NUMBER : 0			
Rated load (hot) :			
Exciter field current at rated load and PF		7 A	
Exciter field voltage at rated load and PF		69 V	
-			
Short circuit rating for breaker tripping condition of 2.2 p.u. rated current :			
Exciter field current for breaker tripping condition		11 A	
Exciter field voltage for breaker tripping condition		109 V	
Excitation current for breaker tripping condition		1102 A	
Excitation voltage for breaker tripping condition		230 V	
Rotating rectifier			
Number of diodes		14	
Arrangement		7 ph. full wave bridge; 14 arms.	
Diode average on state current (supplier datasheet value)		1230 A	
Diode repetitive peak reverse voltage (supplier datasheet value)		1800 V	
Diode mean forward current at rated load and PF		100 A	
Diode reverse voltage at rated load and PF		146 V	
·			
Permanent magnet pilot exciter			
Pilot exciter name		PMG 33-3/8	
Open circuit volts		225	
Full load voltage		205	
Full load current		5.2	
Power factor		0.33	
Rated frequency		240	
Number of phase		3	
Miscellaneous Data:			
X/R RATIO	25.2		
Synchronizing coefficient	49.7	MW/rad	
No load synchronizing power	19.0	MW/rad	
Full load synchronizing power	49.7	MW/rad	
Damping torque coefficient	103.0	kN.m.s	
Magnetic centering force for an axial displacement of 20 mm	5500	Ν	
Motoring power	354	kW	

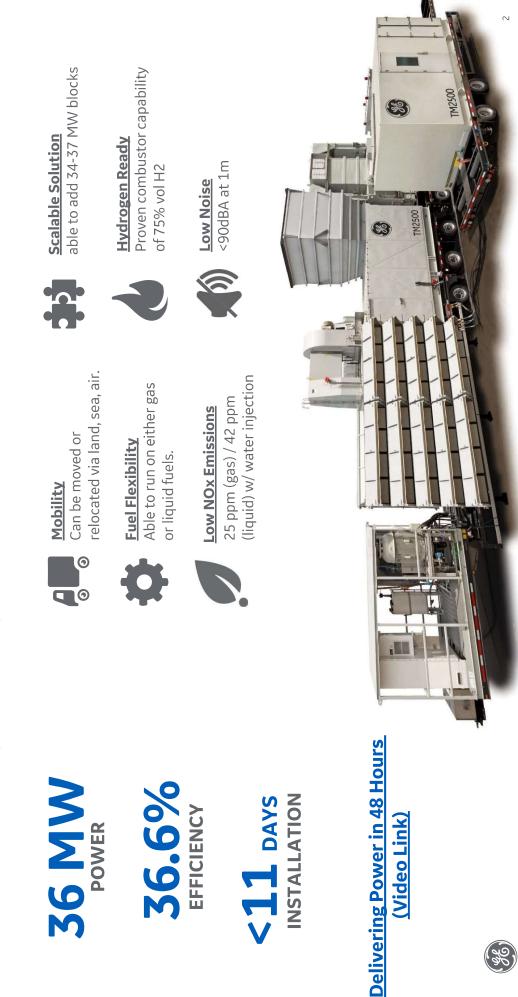
REVISIONS	
REV.3 : ADDITIONAL VALUES / FORMAT CHANGE / ADDITIONNAL INFORMATION REV.4: ADDITIONAL VALUES REV.5: ADDITIONAL VALUES REV.6: INCLUDED ROTOR END PLAY AND HEATER INFORMATION REV.7: REVISED CURVES LIST REV.8: UPDATED AMB. TEMP.	
PREPARED BY : RDE	SH 3 of 3
APPROVED : 25/04/2016 Rev: 8	TM2500+G4

GE TM2500 Specifications/Cut Sheet

# **Delivering Fast Power to California** TM2500







# TM2500 - Fast, Mobile, Flexible Power



### UNMATCHED GLOBAL EXPERIENCE

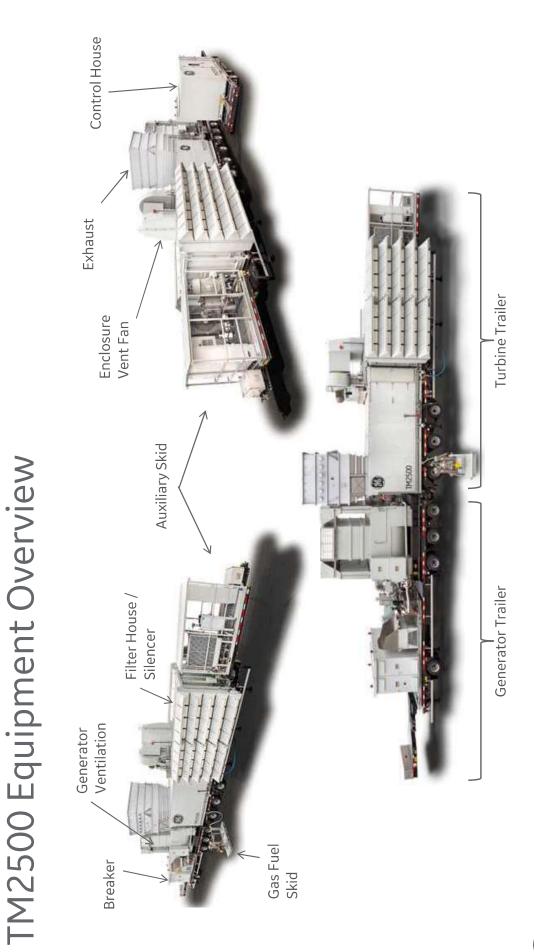
SOLVING THE WORLD's TOUGHEST CHALLENGES

**300+** UNITS INSTALLED

**GMMH** HOURS OF SUCCESSFUL OPERATION

\*





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# **TM2500 Performance Summary**

# Simple Cycle Performance

50 ft asl, 60 Hz, Natural Gas Operation

NOx Emissions @15% O2	25 ppmvd	25 ppmvd
Water Flow (gal/min)	46	35
Natural Gas Flow (MMBTU/hr)	335	286
Net Output (MW)	36.0	30.0
Ambient Conditions	59°F / 60% RH	90°F / 40% RH

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# **Typical Gas Pressure Requirement:**

525 psig at GT package

## **Typical Water Requirements:**

- Demineralized Water
- 45 psig at GT package

### Post-combustion SCR will reduce NOx emissions to < 2.5 ppmvd

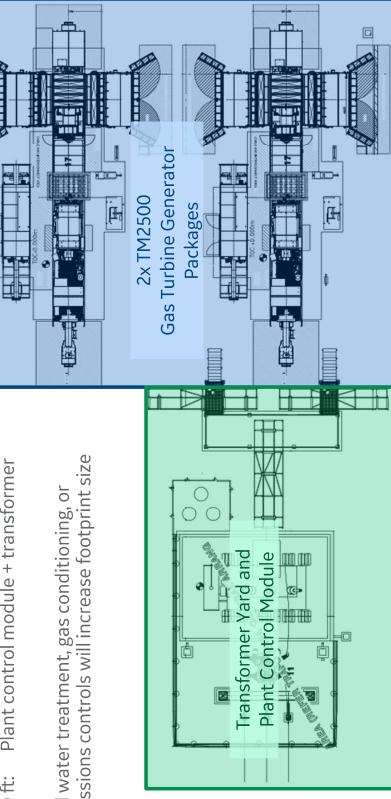




**Typical TM2500 Layout Requirements** 

Plant control module + transformer Two GTG packages 105 ft × 120 ft: 110 ft × 70 ft:

stack/emissions controls will increase footprint size Dedicated water treatment, gas conditioning, or



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# Aeroderivatives vs. Reciprocating Engines

# The Advantages of Aeroderivatives





- lubricating oil than reciprocating engines • Require on average 10 times less
- Require on average 10 unles less O&M manpower and over 15 times fewer maintenance events than reciprocating engines over 3 years of operation
- Have a higher power density less total land is required



- Provide significantly lower emissions than reciprocating engines, which may produce up to:
- 10x more NOx
- 10-17x more CO
- 6x more particulate matter
  6x more VOCs
- Allow for better integration of renewables by providing a more stable grid. Solar power cannot stay connected to the grid with high frequency variation

## Higher Quality Power

- Have higher reliability and availability that reciprocating engines (98% versus 93%)
- Provide excellent grid frequency control. Aeros respond faster to frequency fluctuations on the grid, reducing the occurrence of blackouts
- Feature high ramp rates (50+ MW/min)
- Have no minimum run or stop times, no maintenance penalty associated with daily starts



- Inventory TM2500s can deliver power within one month of ordering
- Have faster cold iron start times (5 minutes to full load), reciprocating engines require pre-warming
- TM2500s can be redeployed within days to address dynamic grid challenges





# **TM2500 Customer Stories**





# TM2500's Track Record

### JAPAN

Tsunami relief efforts

• Year:

2011

Power: 250 MW Installation Cycle: 1 month



## <u>**AUSTRALIA**</u>

Grid firming for intermittent wind power

- Year: 2016
- Power: 276 MW Installation Cycle: 6 months



## **PUERTO RICO**

Restoring the grid after the hurricane

- Year: 2017 Power: 60 MW Installation Cycle: 1 month

# **Fast Power** World-class Product + Supply Chain Excellence + Robust Experience =



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### Mobile Power... Ability to relocate within days



Madinah, Saudi; Oct 23 2015

### The Challenge:

In May 2015 SEC experienced voltage drops and lack of generation at Abyar Ali PP.

### <u>The Solution:</u>

SEC decided to deploy 2x TMs in Madinah to serve the Hajj Holy season. GE had completed installation in 45 days (60 MW)

2d dismantling 4d drive to site 5d installation

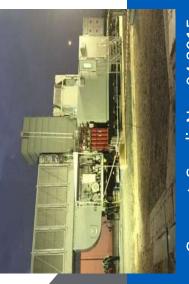
1d planning

After few weeks of operation, SEC requested GE to relocate 1x unit to Gurayat urgently.





→ 1,100 km →



Gurayat, Saudi; Nov 04 2015

### The Challenge:

SEC experienced total blackout and Power Plant lack of black start capability

### The Solution:

DAYS

GE relocated 1x TM unit to Gurayat PP and achieved readiness for First Fire in 5 days from arrival with black start capability. Problem solved. GE unit will supply power to recover Gurayat in black out event.

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Roseville Electric Utility 2090 Hilltop Circle Roseville, California 95747-9704 *Reliable Energy. Dependable Service.* 

August 25, 2021

Eric Knight, Manager Siting and Environmental Office California Energy Commission 1516 Ninth Street Sacramento, CA 95814

Mr. Knight,

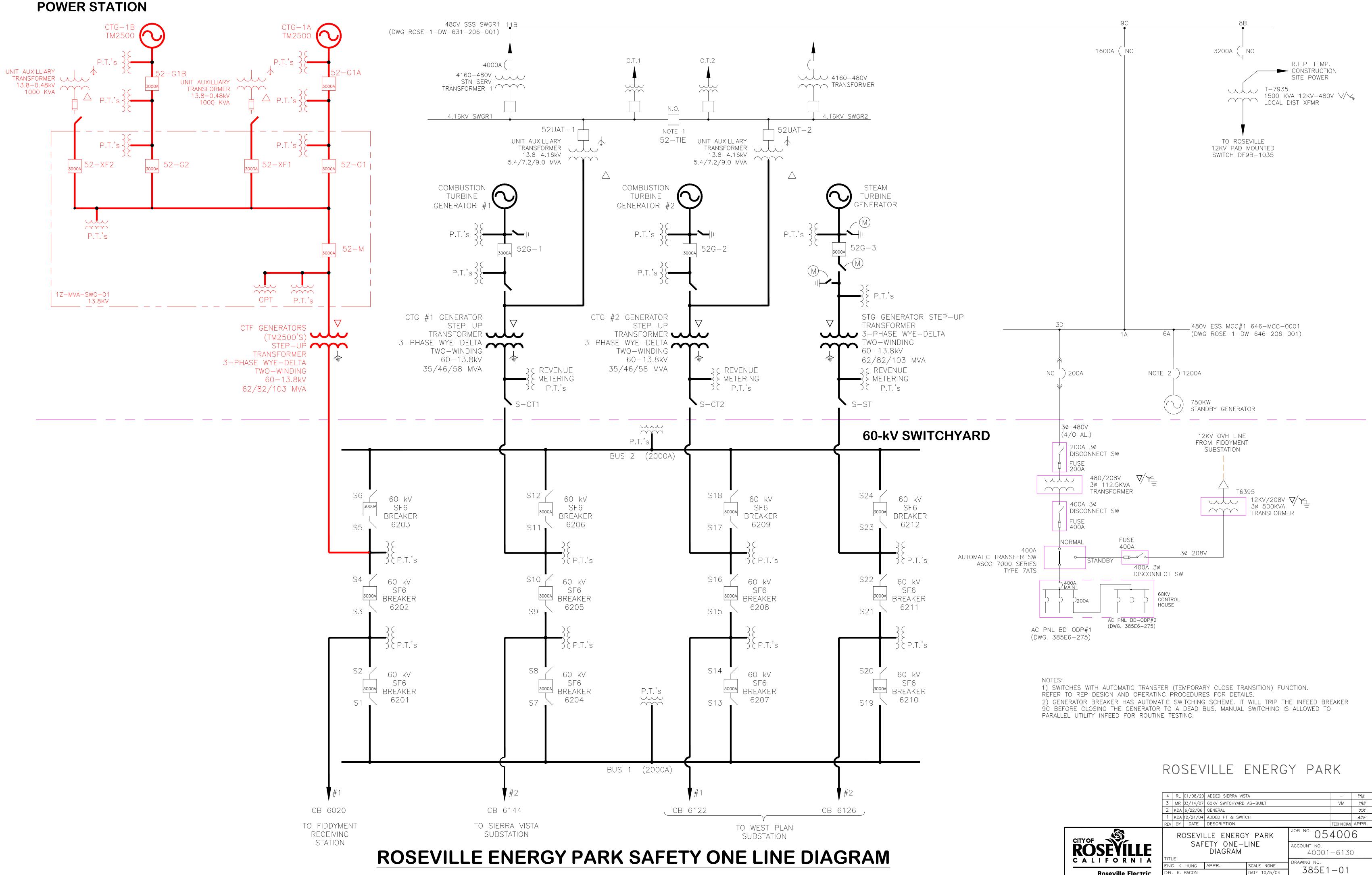
City of Roseville will be connecting two GE TM2500 combustion turbine generators (rated at 30MW each) at the existing Roseville Energy Park. They will be connected via an existing generator step-up transformer at 13.8kV and stepped up to 60kV in order to connect to the Roseville distribution system at a spare bay in the existing Roseville Energy Park switchyard.

Thank you,

Chris Porter, Electric Power Engineering Manager

Petra Wallace, Electric Risk and Compliance Supervisor

Attachment - Intertie Line Diagram



DATE 10/5/04

**Roseville Electric** 

R. K. BACON

### Intertie for Installing two TM2500

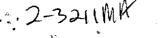
Name	Original Duration	Start	Finish	2021	
	28	11 Aug 01	21-Sep-21	Aug         Sep         Oct         Nov           21-Sep-21, Roseville Energy Park L1	Dec
Roseville Energy Park L1		11-Aug-21			
Milestones	13	31-Aug-21	19-Sep-21	▼ 19-Sep-21, Milestones	
GE Equipment Delivered	0		31-Aug-21	♦ GE Equipment Delivered	
Water Tie-in to Plant	0	09-Sep-21		♦ Water Tie-in to Plant	
Fuel Gas Pipe Tie In Outage	0	15-Sep-21		♦ Fuel Gas Pipe Tie In Outage	
Elec Backfeed	0	15-Sep-21		♦ Elec Backfeed	
COD	0		19-Sep-21	♦ COD	
Demin Water	29	11-Aug-21	09-Sep-21	▼ 09-Sep-21, Demin Water	
Demin Water Design (Piping)	14	11-Aug-21	25-Aug-21	Demin Water Design (Piping)	
Procure Demin Trailers, Tanks, Pipe Fittings and Pu	14	11-Aug-21	25-Aug-21	Procure Demin Trailers, Tanks, Pipe Fittings and Pumps	
Piping Install	9	25-Aug-21	02-Sep-21	Piping Install	
Install Trailers, Tanks and Pumps	4	02-Sep-21	06-Sep-21	Install Trailers, Tanks and Pumps	
Cleaning and Testing Pipe and Equipment	3	06-Sep-21	09-Sep-21	Cleaning and Testing Pipe and Equipment	
Water Tie-in to Plant	0	09-Sep-21		♦ Water Tie-in to Plant	
Fuel Gas	35	11-Aug-21	14-Sep-21	▼ 14-Sep-21, Fuel Gas	
Fuel Gas Design	15	11-Aug-21	26-Aug-21	Fuel Gas Design	
Fuel Gas Pipe Procurement	10	16-Aug-21	26-Aug-21	Fuel Gas Pipe Procurement	
Fuel Gas Pipe Fitting (Install)	12	26-Aug-21	06-Sep-21	Fuel Gas Pipe Fitting (Install)	
Fuel Gas Pipe Cleaning & Testing	8	06-Sep-21	14-Sep-21	Fuel Gas Pipe Cleaning & Testing	
Fuel Gas Pipe Tie In (Outage)	0	14-Sep-21		♦ Fuel Gas Pipe Tie In (Outage)	
City of Roseville	22	16-Aug-21	15-Sep-21	▼ 15-Sep-21, City of Roseville	
Provide a generator step up (GSU) transformer	0		16-Aug-21	◆ Provide a generator step up (GSU) transformer	
Design relay schemes and install relays	26	16-Aug-21	11-Sep-21	Design relay schemes and install relays	
HV Elec - Design, Supply, Install, and Commission (	31	16-Aug-21	15-Sep-21	HV Elec - Design, Supply, Install, and Commission (City of Roseville)	
Develop and Maintain Schedule of REU (City) Activit	3	16-Aug-21	18-Aug-21	Develop and Maintain Schedule of REU (City) Activities	
Design an interconnection work plan	17	18-Aug-21	04-Sep-21	Design an interconnection work plan	
Design and install metering	26	18-Aug-21	13-Sep-21	Design and install metering	
WAPA and CAISO coordination	10	19-Aug-21	01-Sep-21	WAPA and CAISO coordination	
Model system impacts	5	24-Aug-21	29-Aug-21	Model system impacts	
Procure or provide material to facilitate interconnecti	5	02-Sep-21	07-Sep-21	Procure or provide material to facilitate interconnection	
Construct facilities to interconnect the 60kV to the G	10	05-Sep-21	15-Sep-21	Construct facilities to interconnect the 60kV to the GSU (includes 4 days for commissioning)	
Obtain auxiliary power supply for the GSU	2	09-Sep-21	11-Sep-21	Obtain auxiliary power supply for the GSU	
Connect to SCADA and ICPP	2	09-Sep-21	11-Sep-21	Connect to SCADA and ICPP	
Provide Aux Power to TM2500s	2	09-Sep-21	13-Sep-21	Provide Aux Power to TM2500s	
Make the connection to the 13.8KV of the GSU	1	13-Sep-21	14-Sep-21	Make the connection to the 13.8KV of the GSU	
Electrical	41	11-Aug-21	21-Sep-21	✓ 21-Sep-21, Electrical	
Elec Design	15	11-Aug-21	26-Aug-21	Elec Design	
Elec Procurement	11	20-Aug-21	30-Aug-21	Elec Procurement	
Elec Install	19	26-Aug-21	14-Sep-21		
Elec Commissioning	7	14-Sep-21	21-Sep-21	Elec Commissioning	
Elec Backfeed	0	15-Sep-21		◆ Elec Backfeed	
BOP Construction	29	20-Aug-21	18-Sep-21	▼ 18-Sep-21, BOP Construction	
Grading & Excacation	7			Grading & Excacation	
Structural Exc./Backfill	7	20-Aug-21	27-Aug-21	Grading & Excacation	
	7	20-Aug-21	27-Aug-21 26-Aug-21		
Aggregates & Paving	3	24-Aug-21	20-Aug-21	Aggregates & Paving	
Actual Work Critical Remaining Wo	rk 🔽	Summary	,		
Remaining Work     Milestone	IN <b>V</b>			Page 1 of 2   TASK filter: Activity Type (Proposal).	© Oracle Co

					Roseville Energy Park L1			
Activity Name	Original	Start	Finish			2021		
	Duration			Aug	Sep	Oct		
SiteWork	8	30-Aug-21	07-Sep-21		SiteWork	* 1 1		
Install CTG2	12	01-Sep-21	13-Sep-21		Install CTG2		1	
Install CTG1	12	01-Sep-21	13-Sep-21		Install CTG1			
Install BOP Equipment	17	01-Sep-21	18-Sep-21		Install BOP Equip	pment		
Install Plant Control Module	16	01-Sep-21	17-Sep-21		Install Plant Contro	Module		
Startup & Commissioning	8	12-Sep-21	19-Sep-21		▼ 19-Sep-21, Sta	artup & Commissioning		
Startup & Commissioning	8	12-Sep-21	19-Sep-21		Startup & Com	missioning	8 8 8	

		Critical Remaining Work	
--	--	-------------------------	--

Actual Work

	13-Aug-21 13:59
Nov	Dec
sal).	
	© Oracle Corporation



**RECORDING REQUESTED BY:** FIRST AMERICAN TITLE

**RECORDING REQUESTED BY AND WHEN RECORDED, PLEASE RETURN TO:** 

City Clerk **CITY OF ROSEVILLE** 311 Vernon Street, Room 208 Roseville, CA 95678

PLACER, County Recorder JIM MCCAULEY Co Recorder Office

000 - 98-0094050 Check Number 002645t1 Thursday, NOV 12, 1998 15:49:24 NOC \$0.00 Npr-0000112840 Ttl Pd \$0.00 ot1/R4/1-13

(Space Above for Recorder's Use)

### **GRANT DEED**

OF

### **DEVELOPMENT RIGHTS EASEMENT**

THIS GRANT DEED OF DEVELOPMENT RIGHTS EASEMENT is made this 1st

September , 1998 by 1600 Placer Investors, L.P., a California Limited Partnership day of

("Grantors"), in favor of the City of Roseville, a California municipal corporation ("Grantee)"

### WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property located in Placer County, California, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Servient Property"); and

WHEREAS, Grantee is the sole owner in fee simple of certain real property located in Placer County, California adjacent to the Servient Property, more particularly described in Exhibit "B" attached hereto and incorproated herein by this reference (the "Dominant Property"); and

CFi 1003 - Deeds

IE:\agree\pleasant grove purchase agreement final.doc.rtf: 5/7/98

1993

CITY OF ROPPULLE

BY

١

WHEREAS, Grantee intends to construct and operate a regional Wastewater Treatment Plant (the "Plant") on the Dominant Property; and

WHEREAS, the construction and continued operation of the Plant is very important to Grantee and to the people of Placer County because the existing regional Wastewater Treatment Plant is nearing its maximum capacity. Without the Plant, the orderly and beneficial growth that has been planned for the South Placer County region cannot occur; and

WHEREAS, certain uses of land are or may become incompatible with the operation of a wastewater treatment plant nearby; and

WHEREAS, Grantor intends to minimize the possibility of incompatible land uses being permitted, developed or constructed on the Servient Property by restricting the permitted land use categories that may be developed or constructed on the Servient Property, so that only those land uses which are compatible with the Plant and which will not significantly impair or interfere with the operation of the Plant may be allowed on the Servient Property; and

WHEREAS, Grantor further intends, as owners of the property, to convey to Grantee the right to hold and own certain rights to develop the Servient Property in order to protect the value and utility of the Dominant Property in perpetuity; and

NOW, THERERFORE, in consideration of Grantees' payment to Grantor of that sum of money set forth in the Purchase and Sale Agreement With Escrow Instructions between Grantor and Grantee dated <u>August 13, 1998</u>, and of the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby grants and conveys to Grantee a development rights easement in perpetuity over the Servient Property of the nature and to the extent hereinafter set forth ("Easement").

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1. **PURPOSE.** It is the purpose of this Easement to prevent forever any use of the Servient Property for residential land uses.

2. **RIGHTS OF GRANTEE.** To accomplish the purposes of this Easement, Grantee is hereby granted the right to prevent any activity on or use of the Servient Property that is inconsistent with the purposes of this Easement.

3. **RESERVED RIGHTS.** Grantor reserves to itself and its heirs, successors and assigns all rights occurring from its ownership of the Servient Property, including the right to engage in, or to permit and invite others to engage in, all uses of the Servient Property that are not prohibited herein and are not inconsistent with the purposes of this Easement.

### 4. **GRANTEE'S REMEDIES.**

4.1 <u>Notice of Violation: Corrective Action</u>. If Grantee determines that a violation of the terms of this Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action to cure the violation within a stated time.

4.2 <u>Injunctive Relief</u>. If Grantor fails or refuses to cure the violation within the time limit set forth in Grantee's notice, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement or to enjoin the violation by temporary or permanent injunction.

4.3 <u>Damages</u>. Grantee shall be entitled to recover damages occasioned by Grantor's violation of the terms of this Easement.

4.4 <u>Scope of Relief</u>. Grantee's rights hereunder apply equally in the event of either threatened or actual violations of the terms of this Easement. Grantor agrees that

Grantee's remedies at law for any violation of the terms of this Easement are inadequate, and that Grantee shall be entitled to the injunctive relief described above, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including Specific Performance, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies shall be cumulative, and shall be in addition to all remedies now or hereafter existing.

4.5 Costs of Enforcement. All reasonable costs incurred by either party in any action or proceeding brought to enforce the terms of this Easement or prevent the violation of such terms, shall be paid to the party prevailing in such action or proceeding by the other party.

4.6 Forbearance. Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights hereunder. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall be construed as a waiver.

4.7 Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any use of or activity on the Servient Property resulting from causes beyond Grantor's control.

5. COSTS, LEGAL REQUIREMENTS AND LIABILITIES. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation and maintenance of the Servient Property, including the maintenance of adequate

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liability insurance. Grantor remains solely responsible for obtaining any applicable government approvals and permits for any construction or other activity or use permitted by this Easement, and all such construction, activity or use shall be undertaken in accordance with all applicable federal, state and local laws, regulations and requirements.

6. **TAXES.** Grantor shall pay when due all taxes, assessments, fees and charges levied on or assessed against the Servient Property by competent authority, including any taxes imposed upon, or as the result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

7. **VOTING RIGHTS.** Grantor hereby expressly reserves to itself, and to its heirs, successors and assigns, all rights to vote on property related taxes, fees and assessments regarding the Servient Property as guaranteed by Articles XIIIC and XIIID of the California Constitution.

8. **EXTINGUISHMENT.** This Easement may only be extinguished by judicial proceedings in a court of competent jurisdiction.

9. ASSIGNMENT. This Easement is freely assignable, but Grantee may only assign its rights and obligations hereunder to another governmental entity, including but not limited to, special districts and joint powers authorities.

10. SUBSEQUENT TRANSFERS. Grantor shall incorporate the terms of this Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or any part of this Servient Property, including, without limitation, a leasehold interest. Grantor shall give written notice to Grantee of the transfer of any interest in the Servient Property at least thirty (30) days prior to the date of such transfer.

11. **NOTICES.** Any notice, demand, request, consent, approval or communication that either party requires or is required to be given hereunder shall be in writing and shall be either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:William A. FalikTo Grantee:Environmental Utilities Director100 Tunnel Road2005 Hilltop CircleBerkeley, CA 94705Roseville, CA 95747

With a Courtesy Copy to:

Peter Bridges Live Oak Enterprises 8780 Auburn-Folsom Road Granite Bay, CA 95746

12. **CONTROLLING LAW.** The interpretation and performance of this Easement shall be governed by the laws of the state of California. Unless the parties agree otherwise, venue for the purpose of any judicial action or proceeding brought by either party to enforce the terms or prevent the violation of this Easement shall be in Placer County, California.

13. ENTIRE AGREEMENT. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Easement, all of which are merged herein.

14. SUCCESSORS. The covenants, terms, conditions and restrictions of this Easement shall be binding on, and shall inure to the benefit of the parties hereto, and their respective heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Servient Property. The terms "Grantor" and "Grantee" wherever used herein, and any pronouns used in place thereof, shall include such parties and their respective heirs, successors and assigns.

15. **TERMINATION.** A party's rights and obligations under this Easement

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terminate upon transfer of a party's interest in the Easement or Servient Property or terminates as to that portion of the servient Property transferred, except that liability for acts or omissions occurring prior to a transfer shall survive the transfer.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor and Grantee have set their hands on the day and date first above written.

**GRANTEE:** 

CITY OF ROSEVILLE, a California municipal corporation

BY: **ALLEN E. JOHNSON** Sity Manager

### **GRANTOR:**

1600 PLACER INVESTORS, L.P.

BY: 1600 Placer Investors, Inc., a California corporation

its: General Partner

BY: A. FALIK

WILLIAMA. FALIP President

BY: DON C. LEWIS

Secretary

ATTEST CAROLYN PARKINSON City Clerk. ED AS TO FORM: BY:

MARK J. DOANE City Attorney

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### ALL-PURPOSE ACKNOWLEDGMENT

State of California County ofPIGCEN	ss.
On <u>8-19-98</u> before me,	Rhonda K. Myers
(DATE)	
personally appearedW. Ilia m	<u>A. Fall</u> SIGNER(S)
□ personally known to me - OR- □	A 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.
RHONDA K. MYERS Comm. # 1160583	WITNESS my hand and official seal.
Placer County My Comm. Expires Nov. 3, 2001	Rhorda K. Myes NOTARY'S SIGNATURE
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State of California
County of
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personally appeared
Apersonally known to me – <b>OR</b> – 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



<u> </u>	
State of California	
(1,b)	
County of	
On <u>6-20-98</u> before	eme, <u>Roxanne Stramaglia</u> hotany Publ, Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared	A C. Lewis
	Name(s) of Signer(s)
Apersonally known to me – OR – LI proved t	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,
ROXANNE STRAMAGLIA	executed the instrument.
Commission # 11 13668 Notary Public California	WITNESS my hand and official seal.
Volo County My Comm. Expires Oct 13, 2000	P CO A.
	Manne Stramaglia
	Signature of Notary Public
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#### STATE OF CALIFORNIA

COUNTY OF PLACER

On this <u>10</u> day of <u>November</u> in the year of 19<u>77</u>, before me, the undersigned, a Notary Public in and for said State, personally appeared <u><u>Allen E.</u><u>Allen E.</u> personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose names 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.</u>

SS.

WITNESS my hand and official seal.

Clarofin forkunger

Notary Public in and for said State



THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AS FOLLOWS: Title or Type of Document <u>Areant Dead & Accelopment Rights Face me</u> Date of Document <u>11.10.98</u>

Acknowledgment - All Purpose

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# RECORDING REQUESTED BY: FIRST AMERICAN TITLE RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

CITY CLERK

City of Roseville

311 Vernon Street, #208 Roseville, CA 95678

2-3211MA

APN: 017-100-020 and 014

PLACER, County Recorder JIM MCCAULEY Co Recorder Ottice

 DOC - 98-0094049

 Check Number 002645t1

 Thursday, NOV 12, 1998 15:49:24

 REC \$10.00 MIC \$3.00 AUT \$8.00

 SBS \$7.00 1

 Ttl Pd \$28.00

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SEVILLE

(Space Above For Recorder's Use)

## <u>GRANT DEED</u> <u>WITH</u> <u>GRANTORS'</u> COVENANTS

For valuable consideration received, <u>1600 Placer Investors</u>, L.P. ("Grantor") hereby grants to the CITY OF ROSEVILLE, a municipal corporation ("City") that certain real property described on <u>Attachment 1</u>, attached hereto and incorporated herein.

The foregoing grant includes the following covenants of Grantors, which covenants are made for the benefit of the real property conveyed hereby (the "Benefited Property"):

## 1. Release of Liability for Odors

a. Grantor owns certain real property adjacent to the Benefited Property, which real property is described on <u>Attachment 2</u>, attached hereto and incorporated herein (the "Servient Property." Grantor owns certain other real property adjacent to the Servient Property, which property is described on Attachment 3, attached hereto and incorporated in full herein (the "Remainder Property").

b. As to the Servient Property only, Grantor on behalf of itself and on behalf of all and each of its respective heirs, successors of any kind, assigns, trustees, beneficiaries, representatives, and tenants, hereby releases and forever discharges the City and its successors, assigns, officers, councilmembers, agents, employees, servants and representatives from any and all claims, demands, causes of action, liens, damages, losses, costs, attorneys' fees and expenses of every kind or nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, which Grantor may hereinafter have against the City by reason of odors emanating from the waste water treatment facility on the Benefited Property resulting from the normal, non-negligent operation of the wastewater treatment plant.

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c. As to both the Servient and the Remainder Properties, prior to selling or otherwise transferring any interest in the Servient Property, or any portion thereof, Grantors, and each successive owner of any portion of the Servient Property, shall (a) fully inform each transferee of the existence of the wastewater treatment facility and potential odor impacts arising therefrom.

d. City shall install and maintain odor control systems, such as odor scrubbers and/or chemical addition, for all screening facilities, and grit/primary sedimentation facilities, as well as for the new Pump Station 1A, at the wastewater treatment plant and intends to take appropriate measures to visually screen the wastewater treatment plant from Seller's property.

#### 2. <u>General Provisions</u>

Υ.

a. The foregoing covenants are made for the benefit of, and may be enforced by, the City and its successors in interest as owners of the Benefited Property.

b. The foregoing covenants shall run with the land and shall bind Grantor, and its respective heirs, successors of any kind, assigns, trustees, beneficiaries, representatives, and tenants, and inure to the benefit of City, and their respective successors in interest.

#### <u>GRANTOR</u>

BY:

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#### 1600 PLACER INVESTORS, L.P.

BY: 1600 Placer Investors, Inc., a California corporation its: General Partner

President BY: DON C. LEWIS

 DON C. LEWI Secretary

# ALL-PURPOSE ACKNOWLEDGMENT

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State of California County of Placer	ss
	Falik (NOTARY)
personally appeared <u>W. IL: am</u> F	T. TALLA SIGNER(S)
D personally known to me - OR-	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.
RHONDA K. MYERS Comm. # 1160583	WITNESS my hand and official seal.
Placer County My Comm. Expires Nov. 3, 2001	Chorda K. Myers NOTARY'S SIGNATURE
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County of		
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On <u>8-20-75</u> be	fore me, <u>Roxanne Stvanaglia Notary Pu</u> Name and Title of Officer (e.g. "Jane Doe, Notary Publid") Id C. Lewis	NU
personally appeared Doha	Id C. Lewis Name(s) of Signer(s)	,
ROXANNE STRAMAGUA Commission # 1113688 Notary Public — California Yolo County My Comm. Expires Oct 13, 2000	<ul> <li>red to me on the basis of satisfactory evidence to be the per- whose name(s) is/are subscribed to the within instr and acknowledged to me that he/she/they execute same in his/her/their authorized capacity(ies), and t his/her/their signature(s) on the instrument the pers or the entity upon behalf of which the person(s) executed the instrument.</li> <li>WITNESS my hand and official seal.</li> <li>Regame Signature of Notary Public</li> </ul>	ument ed the hat by con(s), acted,
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November 5, 1998

## DESCRIPTION PLEASANT GROVE WASTEWATER TREATMENT PLANT

#### Parcel to be Acquired

A portion of Section 23, Township 11 North, Range 05 East, M.D.M., located in Placer County, California.

Beginning at a point on the Northerly line of the South one-half of the Northeast onequarter of the above described Section 23, and from said point a brass cap stamped "LS 3923 - N 1/16 - S 23" marking the Northwest corner of said South one-half of the Northeast one-quarter bears South 89°54'03" West along said Northerly line for a distance of 543.43 feet; thence from the point of beginning North 89°54'03" East along said North line for a distance of 2100.01 feet to the Northeast corner of said South onehalf of the Northeast one-quarter; thence South 00°06'49" West along the Easterly line of said Section 23 for a distance of 2300.02 feet; thence, leaving said Easterly line South 89°54'03" West for a distance of 2100.01 feet; thence North 00°06'49" East for a distance of 2300.02 feet to the point of beginning.

Containing 110.88 acres, more or less.

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HYDE RECEIPTION DETR

Attachment 2

August 6, 1998

#### DESCRIPTION PLEASANT GROVE WASTEWATER TREATMENT PLANT

#### **Development Rights Easement**

A Portion of Section 23, Township 11 North, Range 05 East, M.D.M., located in Placer County, California.

Beginning at the Northwest corner of the South one-half of the Northeast one-quarter of the above described Section 23 marked by a brass cap stamped "LS 3923 - N 1/16 - S 23"; thence North 89°54'03" East along the Northerly line of said South one-half of the Northeast one-quarter for a distance of 543.43 feet; thence, leaving said Northerly line South 00°06'49" West for a distance of 2300.02 feet; thence North 89°54'03" East for a distance of 2100.01 feet to a point on the Easterly line of said Section 23; thence South 00°06'49" West along said Easterly line for a distance of 1000.01 feet; thence, leaving said Easterly line South 89°54'03" West for a distance of 2096.30 feet; thence along the arc of a tangent curve to the right, concave Northeasterly, having a radius of 1000.00 feet, a central angle of 90°12'46", a length of 1574.51 feet and a chord bearing North 44°59'34" West for a distance of 1416.84 feet; thence North 00°06'49" East for a distance of 2300.02 feet; thence along the arc of a tangent curve to the right, concave Southeasterly, having a radius of 1000.00 feet, a central angle of 57°05'40", a length of 996.49 feet and a chord bearing North 28°39'39" East for a distance of 955.77 feet to a point on the Easterly line of the Northwest one-quarter of said Section 23; thence South 00°07'30" West along said Easterly line for a distance of 841.59 feet to the point of beginning.

Containing 125.23 acres, more or less.

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#### Attachment 3

The South half, the Northwest quarter, and the South half of the Northeast quarter of Section 23, Township 11 North, Range 5 East, MDM.

EXCEPTING THEREFROM that real property described and set forth in <u>Attachment 1</u> and <u>Attachment 2</u> contained herein.

RESOLUTION NO. 73-72

AUTHORIZING CITY CLERK TO ACCEPT GRANTS DEEDS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Section 27281 of the Government Code of the State of California requires that deeds or grants conveying an interest in real property to political corporations must be accepted by the Grantees prior to being recorded; and

WHEREAS, said Section 27281 provides a method whereby an officer or agent may be designated by the political corporation to accept such deeds on its behalf;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE AS FOLLOWS:

That the City Clerk and the Deputy City Clerk of the City of Roseville are hereby authorized to accept, on behalf of the City of Roseville, all deeds or grants conveying any interest in or easement upon real estate to the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville at a regular meeting thereof held on the 18th day of July, 1973, by the following vote:

AYES COUNCILMEN: Owen R. Waltrip, Jr., Kenneth F. Royer, George A. Buljan

NOES COUNCILMEN: None

ABSENT COUNCILMEN: Gilbert A. Duran, Baron Reed

ATTEST: /s/	Pauline Brockman						/s/	Ge	eorge 😘 Buljan	
-	City Clerk								Mayor	
		*	*	*	*	*	*	*	*	

I hereby certify the foregoing to be a true copy of Resolution No. 73-72 adopted by the City Council at a regular meeting thereof held on the 18th day of July, 1973, at the Council Chambers, City Hall, 316 Vernon Street, Roseville, California.

IN WITNESS WHEREOF I have hereunto set my hand and the seal of said City this <u>10th</u> day of <u>November</u> 19<u>98</u>.

ROSEVILLE

This is to certify that the interest in real property conveyed by the deed or grant dated September 1, 1998 , from 1600 Placer Investors, L.P.

to the City of Roseville, a municipal corporation of the State of California, is hereby accepted by the undersigned officer on behalf of the City Council of the City of Roseville, pursuant to authority conferred by Council Resolution No. 73-72, adopted on July 18, 1973, and the Grantee consents to recordation thereof by its duly authorized officer.

DATE: November 10, 1998

Seal)

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August 6, 1998

#### DESCRIPTION PLEASANT GROVE WASTEWATER TREATMENT PLANT

#### **Development Rights Easement**

A Portion of Section 23, Township 11 North, Range 05 East, M.D.M., located in Placer County, California.

Beginning at the Northwest corner of the South one-half of the Northeast one-quarter of the above described Section 23 marked by a brass cap stamped "LS 3923 - N 1/16 - S 23"; thence North 89°54'03" East along the Northerly line of said South one-half of the Northeast one-quarter for a distance of 543.43 feet; thence, leaving said Northerly line South 00°06'49" West for a distance of 2300.02 feet; thence North 89°54'03" East for a distance of 2100.01 feet to a point on the Easterly line of said Section 23; thence South 00°06'49" West along said Easterly line for a distance of 1000.01 feet; thence, leaving said Easterly line South 89°54'03" West for a distance of 2096.30 feet; thence along the arc of a tangent curve to the right, concave Northeasterly, having a radius of 1000.00 feet. a central angle of 90°12'46", a length of 1574.51 feet and a chord bearing North 44°59'34" West for a distance of 1416.84 feet; thence North 00°06'49" East for a distance of 2300.02 feet; thence along the arc of a tangent curve to the right, concave Southeasterly, having a radius of 1000.00 feet, a central angle of 57°05'40", a length of 996.49 feet and a chord bearing North 28°39'39" East for a distance of 955.77 feet to a point on the Easterly line of the Northwest one-quarter of said Section 23; thence South 00°07'30" West along said Easterly line for a distance of 841.59 feet to the point of beginning.

Containing 125.23 acres, more or less.

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EXHIBIT "B"

November 5, 1998

## DESCRIPTION PLEASANT GROVE WASTEWATER TREATMENT PLANT

#### Parcel to be Acquired

A portion of Section 23, Township 11 North, Range 05 East, M.D.M., located in Placer County, California.

Beginning at a point on the Northerly line of the South one-half of the Northeast onequarter of the above described Section 23, and from said point a brass cap stamped "LS 3923 - N 1/16 - S 23" marking the Northwest corner of said South one-half of the Northeast one-quarter bears South 89°54'03" West along said Northerly line for a distance of 543.43 feet; thence from the point of beginning North 89°54'03" East along said North line for a distance of 2100.01 feet to the Northeast corner of said South onehalf of the Northeast one-quarter; thence South 00°06'49" West along the Easterly line of said Section 23 for a distance of 2300.02 feet; thence, leaving said Easterly line South 89°54'03" West for a distance of 2100.01 feet; thence North 00°06'49" East for a distance of 2300.02 feet to the point of beginning.

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Containing 110.88 acres, more or less.

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RESOLUTION NO. 73-72



AUTHORIZING CITY CLERK TO ACCEPT GRANTS OR DEEDS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Section 27281 of the Government Code of the State of California requires that deeds or grants conveying an interest in real property to political corporations must be accepted by the Grantees prior to being recorded; and

WHEREAS, said Section 27281 provides a method whereby an officer or agent may be designated by the political corporation to accept such deeds on its behalf;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE AS FOLLOWS:

That the City Clerk and the Deputy City Clerk of the City of Roseville are hereby authorized to accept, on behalf of the City of Roseville, all deeds or grants conveying any interest in or easement upon real estate to the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville at a regular meeting thereof held on the 18th day of July, 1973, by the following vote:

AYES COUNCILMEN: Owen R. Waltrip, Jr., Kenneth F. Royer, George A. Buljan

NOES COUNCILMEN: None

ABSENT COUNCILMEN: Gilbert A. Duran, Baron Reed

ATTEST: /s/	Pauline Brockman							/s/	Geo	orge	١.	Buljan		
	City Clerk						•				Ma	yor	 	
		-	*	*	*	*	*	*	*	*				

I hereby certify the foregoing to be a true copy of Resolution No. 73-72 adopted by the City Council at a regular meeting thereof held on the 18th day of July, 1973, at the Council Chambers, City Hall, 316 Vernon Street, Roseville, California.

IN WITNESS WHEREOF I have hereunto set my hand and the seal of said City this 10th day of November 19 $^{98}$ .

CITY OF ROSEVILLE THE

This is to certify that the interest in real property conveyed by the deed or grant dated <u>September 1, 1998</u>, from <u>1600 Placer Investors, L.P., a</u> <u>California Limited Partnership</u>

\*

to the City of Roseville, a municipal corporation of the State of California, is hereby accepted by the undersigned officer on behalf of the City Council of the City of Roseville, pursuant to authority conferred by Council Resolution No. 73-72, adopted on July 18, 1973, and the Grantee consents to recordation thereof by its duly authorized officer.

DATE: November 10, 1998

CLERK CITY (Seal



311 VERNON STREET #202 • ROSEVILLE, CA 95678 (916) 774-5325 • TDD (916) 774-5220 • FAX (916) 773-7348

November 10, 1998

# (PICK UP VIA FIRST AMERICAN TITLE RUNNER)

Marci Abbott First American Title Company 2200A Douglas Boulevard, Suite 120 Roseville, CA 95661

# Re: Pleasant Grove Wastewater Treatment Plant Escrow (1600 Placer Investors to City of Roseville)

Dear Marci:

Attached hereto are the following documents:

1. An original Grant Deed of Development Rights Easement running from 1600 Placer Investors to City of Roseville (with attached Resolution of Acceptance by City);

2. An original Grant Deed with Grantors' Covenants running from 1600 Placer Investors to City of Roseville (with attached Resolution of Acceptance by City);

3. Photocopy of executed Purchase and Sale Agreement with Escrow Instructions;

4. Copy of amended legal description.

This will confirm that you will be substituting the original amended legal description (which you already have) on each of the deeds. The Finance Department is in the process of arranging the wiring of funds as soon as possible.

Sincerely

MARK J. DOANE City Attorney

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MJD/mlc

# PURCHASE AND SALE AGREEMENT WITH ESCROW INSTRUCTIONS

FT SEP DE 1993 CITY OF ROSEVELLE ST/981

[\\Mis1\catty\agree\pleasant grove purchase agreement final.doc.rtf: 5/7/98]

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# PURCHASE AND SALE AGREEMENT WITH ESCROW INSTRUCTIONS

This Purchase and Sale Agreement with Escrow Instructions ("Agreement") is made effective as of the 13th day of August, 1998, by and between 1600 Placer Investors, L.P., a California limited partnership ("Seller"), and the CITY OF ROSEVILLE, a municipal corporation ("Purchaser").

#### **Recitals**

A. WHEREAS, Seller is the owner of approximately 1600 acres of real property ("Seller's Property") located in the City of Roseville, State of California, which property is more particularly described in <u>Exhibit A</u>, attached hereto and incorporated herein; and

B. WHEREAS, Seller desires to sell, and Purchaser desires to purchase a fee simple interest in, a portion of Seller's Property, which portion is described on Exhibit B-1, attached hereto and incorporated herein (the "Fee Simple **Property**"); and

C. WHEREAS, Seller desires to sell, and Purchaser desires to purchase, a development rights easement over another portion of Seller's Property, which portion is described on Exhibit B-2, attached hereto an incorporated herein (the "Easement Property"). The Fee Simple Property in Recital B and the Easement property are sometimes collectively referred to herein as the "Property".

D. WHEREAS, Purchaser desires to build a sewage treatment plant on the Property more particularly described in Exhibit B-1 and Seller has agreed to sell the fee simple property to the City of Roseville in lieu of condemnation and to cooperate with the City of Roseville so that the City may build its sewage treatment plant on the Fee Simply Property: and

E. WHEREAS, Seller desires to be included within the service area of the proposed sewage treatment plant. Purchaser will not oppose Seller's application for annexation of Seller's Property into such service area; and

F. WHEREAS, Seller desires to purchase recycled water from Purchaser, at a monetary rate no higher than the lowest rate paid to Purchaser by any other private purchaser; and

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G. WHEREAS, Seller is entering into this Agreement to facilitate Purchaser's ability to provide adequate sewage treatment to the South Placer County area. Although Seller would prefer to provide the Property to Purchaser in exchange for proceeding and entitling the Remainder Property, Seller recognizes that entitling the Remainder Property require further planning and environmental documentation. Purchaser acknowledges that Seller has agreed to enter into this Agreement in the spirit of cooperation with the City of Roseville, as well as Placer County; and

H. WHEREAS, Purchaser intends to install and maintain odor control systems, such as odor scrubbers or chemical additives, for all screening facilities and grit/primary sedimentation facilities at the wastewater treatment plant and take appropriate measures to visually screen the wastewater treatment plant from Seller's property.

#### Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

#### Section 1 Definitions

As used in this Agreement the following terms shall have the following definitions:

"Approved Exceptions" is defined in Section 9(c).

"Close of Escrow" is defined in Section 10(d).

"Closing Certificate" is defined in Section 11.

"Closing Date" is defined in Section 10(d).

"Deed" is defined in Section 10(b)(i).

"Disapproved Exception" is defined in Section 9(d).

"Easement" means a written instrument, running with the land in perpetuity, by which Seller conveys to Purchaser all rights, vested or otherwise, to apply for, obtain, zone, rezone, plant, develop, construct, or use the real property subject thereto for any residential land use.

"EPA" is defined in Section 11.

"Escrow" is defined in Section 4.

"Escrow Agent" is defined in Section 4.

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"Exception" is defined in Section 9(c).

"Feasibility Period" is defined in Section 5(a).

**"FIRPTA Affidavit"** is defined in Section 10(b).

"Preliminary Report" is defined in Section 9(a).

"Prevailing Party" is defined in Section 16.

"Property" is defined in Recitals B and C.

"Purchase Price" is defined in Section 3.

"Purchaser" is defined in the preamble.

"Remainder Property" is defined in Exhibit B-3.

"Seller" is defined in the preamble.

"Survey" is defined in Section 9(b).

"Title Policy" is defined in Section 10(a).

"Withholding Affidavit" is defined in Section 10(b).

# Section 2 Purchase and Sale

Seller agrees to sell and Purchaser agrees to purchase the Property subject to the terms and conditions in this Agreement.

## Section 3 Purchase Price

(a) The purchase price for the Property shall be One Million Two Hundred Ninety-Eight Thousand Six Hundred Five Dollars (\$1,298,605) ("**Purchase Price**") and shall be payable on or before the Closing Date in cash or immediately available funds.

(b) Seller acknowledges that the payment of the Purchase Price constitutes full compensation for the conveyance of the Property to Purchaser and that Seller is not entitled to any additional compensation from Purchaser for such conveyance, including, without limitation, (i) claims of damage that may arise to the Fee Simple Property and/or the servient

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Easement Property by reason of the conveyance and/or the public project for which the Property is conveyed, and (ii) compensation for Seller's attorneys fees and costs, if any, and (iii) relocation assistance under the California Relocation Assistance Act (Government Code Section 7260, *et seq.*) or any other federal, state, or local laws, ordinances or regulations requiring the provision of relocation assistance to persons displaced by action of public agencies.

# Section 4

## Escrow

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(a) By this Agreement, Purchaser and Seller establish an escrow ("Escrow") with North American Title ("Escrow Agent"), subject to the provisions of the standard conditions for acceptance of escrow and the terms and conditions in this Agreement, with a signed counterpart of this document to be delivered as escrow instructions to Escrow Agent. In the event of any conflict between the terms of this Agreement and the standard conditions for acceptance of escrow, the terms of this Agreement shall control.

# Section 5 Feasibility Period

(a) During the period commencing on the date first above written and terminating on the date occurring sixty (60) days after the date first above written, ("Feasibility Period"), Purchaser shall undertake at Purchaser's expense an inspection of the Property; a review of the physical condition of the Property, including but not limited to, inspection and examination of soils, environmental factors, Hazardous Substances, if any, and archeological information relating to the Property; and a review and investigation of the effect of any zoning, maps, permits, reports, engineering data, regulations, ordinances, and laws affecting the Property. Within five (5) business days following the full execution of this Agreement by both parties, Seller shall deliver to Purchaser copies of all architectural plans, surveys, specifications, and other documents pertaining to the physical, geological, or environmental condition of the Property that are owned by Seller or in Seller's possession.

(b) If Purchaser disapproves of the results of the inspection and review, Purchaser may elect to terminate this Agreement by giving Seller written notification prior to the last day of the Feasibility Period, and the Deposit, together with all interest, shall be returned to Purchaser. If Purchaser fails to properly notify Seller of the intent to terminate this Agreement, Purchaser shall be deemed to be satisfied with the results of the inspection and shall be deemed to have waived the right to terminate this Agreement pursuant to this provision.

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# Section 6 Conditions to Purchaser's Performance

Purchaser's obligation to perform under this Agreement is subject to the following conditions:

(a) Purchaser's approval of the condition of the Property as provided in Section 5;

(b) Seller's representations and warranties in this Agreement being correct as of the date of this Agreement and as of the Close of Escrow;

(c) Seller's performance of all of Seller's obligations under this Agreement; and

(d) Escrow Agent being prepared to issue the title policy upon Close of Escrow, subject only to the Approved Exceptions.

#### Section 7

#### **Conditions to Seller's Performance**

Seller's obligation to perform under this Agreement is subject to Purchaser's performance of all of Purchaser's obligations under this Agreement.

# Section 8

#### Access

(a) Access to the Property during the Feasibility Period shall be given to Purchaser, its agents, employees and contractors during normal business hours upon at least one (1) business day's notice to Seller, at their own cost and risk, for any purpose, including, but not limited to, inspecting the Property, taking samples of the soil, and conducting an environmental audit (including an investigation of past and current uses of the Property). Purchaser shall indemnify and defend Seller against, and hold Seller harmless from, all losses, costs, damages, liabilities and expenses, including, without limitation, reasonable attorney fees, arising out of Purchaser's entry onto the Property or any activity thereon by Purchaser or its agents, employees, or contractors prior to the Close of Escrow, except to the extent any such losses, costs, damages, liabilities and expenses arise out of the negligence or willful acts of Seller. Any entry onto the Property by Purchaser or its agents, employees, or contractors shall be at reasonable times. The provisions of this Section shall survive the Close of Escrow.

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(b) In addition to the provisions of Section 8(a), Purchaser and its agents, employees and contractors shall have the right, from the date first above written until the Closing Date, to contact any federal, state, or local governmental authority or agency to investigate any matters relating to the Property. Seller agrees to cooperate reasonably with Purchaser and its agents, employees, or contractors in the inspection of the Property and agrees to deliver to Purchaser all information in Seller's possession or control pertaining to the condition of the Property, including engineering and environmental reports, studies, tests, monitoring results, and related documentation.

# Section 9

#### Title

(a) Immediately following the execution of this Agreement by both parties, Purchaser shall cause Escrow Agent to issue to Purchaser (with a copy to Seller) a preliminary report for an ALTA Owner's Policy for the Property, setting forth all liens, encumbrances, easements, restrictions, conditions, pending litigation, judgments, administrative proceedings, and other matters affecting Seller's title to the Property ("**Preliminary Report**"), together with copies of all documents relating to title exceptions referred to in the Preliminary Report.

(b) Purchaser may, at Purchaser's option, cause a survey of the Property to be prepared by a registered surveyor or professional engineer ("Survey"). Seller agrees to deliver to Purchaser, promptly following the execution and delivery of this Agreement, copies of any survey of the Property in the possession of Seller.

(c) Purchaser shall approve or disapprove each exception shown on the Preliminary Report and each encroachment, overlap, or boundary line dispute, or any other matter that materially and adversely affects title to the Property or that violates any law, rule, or regulation reflected on the Survey (each an "Exception") within seven (7) days following the receipt of the Preliminary Report or the Survey, whichever is later. Purchaser's failure to object within the seven (7) day period shall be deemed to be a disapproval of the Exceptions. Exceptions expressly approved by Purchaser are hereinafter referred to as "Approved Exceptions."

(d) If any Exception is disapproved or deemed disapproved (each a "Disapproved Exception"), Seller shall, within thirty (30) days following expiration of the seven (7) day period provided under Section 9(c) above, use its best efforts to cause each Disapproved Exception to be discharged, satisfied, released, or terminated, as the case may be, of record, and in a form that is reasonably satisfactory to Purchaser and Escrow Agent, all at Seller's sole cost and expense. Seller authorizes Escrow Agent to disburse from the cash portion of the Purchase Price and proceeds otherwise disbursable to Seller upon Closing the sum sufficient to discharge any Disapproved Exception that may be discharged only by the payment of money. If Seller is unable to obtain a discharge, satisfaction, release, or termination within the period specified above, Purchaser shall have the right to:

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(i) waive the Disapproved Exception and proceed with Closing, accepting title to the Property subject to the Disapproved Exception, or

(ii) terminate this Agreement, in which event Purchaser shall pay all charges of the surveyor and Escrow Agent in connection with this transaction; both Purchaser and Seller shall be relieved of all further obligation and liability to each other under this Agreement and all the funds and documents deposited with Escrow Agent shall be promptly refunded or returned, as the case may be, by Escrow Agent to the depositing party.

# Section 10 Close of Escrow

(a) **Title.** Simultaneously with the Close of Escrow, Escrow Agent shall issue an ALTA Owner's Policy of Title Insurance ("**Title Policy**") in the amount of the Purchase Price, subject only to the following matters:

(i) A lien for real property taxes, bonds, and assessments not then due; and

(ii) Approved Exceptions.

(b) Seller's Deposits into Escrow. Seller shall deposit the following documents with Escrow Agent on or prior to the Close of Escrow:

(i) A Grant Deed in the form attached hereto as Exhibit C, executed and acknowledged by Seller conveying to Purchaser good and marketable fee simple title to the Fee Simple Property, described in Exhibit B-1 hereof, subject only to the Approved Exceptions ("Deed"), and a Grant of Easement in the form attached hereto as Exhibit D, executed and acknowledged by Seller, conveying to Purchaser those Development Rights set forth and contained therein as to the Easement Property described in Exhibit B-2 hereof;

(ii) Seller's affidavit of nonforeign status as contemplated by Section 1445 of the Internal Revenue Code of 1986, as amended ("FIRPTA Affidavit"); and

(iii) Seller's affidavit as contemplated by the Revenue and Taxation Code §§ 18805 and 26131 ("Withholding Affidavit").

(c) **Purchaser's Deposits into Escrow.** Purchaser shall deposit the Purchase Price with Escrow Agent, on or prior to the Close of Escrow.

(d) **Closing Date.** The conveyance of the Property to Purchaser and the closing of this transaction ("**Close of Escrow**") shall take place within ninety (90) days following the date first above written ("**Closing Date**").

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(e) On the Closing Date, Escrow Agent shall close Escrow as follows:

(i) Record the Deed (marked for return to Purchaser) with the Placer County Recorder (which shall be deemed delivery to Purchaser);

(ii) Issue the Title Policy;

(iii) Prorate taxes, assessments, rents, and other charges as provided in Section 10(f);

(iv) Disburse to Seller the Purchase Price less prorated amounts and charges to be paid by or on behalf of Seller;

(v) Charge Purchaser for those costs and expenses to be paid by Purchaser pursuant to this Agreement and disburse any net funds remaining after the preceding disbursements to Purchaser;

(vi) Prepare and deliver to both Purchaser and Seller one signed copy of Escrow Agent's closing statement showing all receipts and disbursements of the Escrow; and

(vii) Deliver to Purchaser [the Assignment,] the FIRPTA Affidavit, and the Withholding Affidavit.

If Escrow Agent is unable to simultaneously perform all of the instructions set forth above, Escrow Agent shall notify Purchaser and Seller and retain all funds and documents pending receipt of further instructions jointly issued by Purchaser and Seller.

(f) **Prorations.** Escrow Agent shall prorate the following costs at the Close of Escrow:

(i) Seller shall pay one-half (1/2) of the escrow fee charged by Escrow Agent.

(ii) Purchaser shall pay:

(A) all governmental conveyance fees and taxes due upon transfer of the Property;

(B) the recording charges in connection with recordation of the Deed;

(C) the premium for the Title Policy;

- (D) all charges in connection with the Survey; and
- (E) one-half (1/2) of the escrow fee charged by Escrow Agent.

(iii) **Real Estate Taxes, Bonds and Assessments.** Real property taxes shall be prorated at the Close of Escrow based on the most current real property tax bill available, including any additional property taxes that may be assessed after the Close of Escrow but that relate to a period prior to the Close of Escrow, regardless of when notice of those taxes is received or who receives the notice. All installments of any bond or assessment that constitutes a lien on the Property at the Close of Escrow shall be paid by Seller.

(g) **Possession.** Possession of the Property shall be delivered to Purchaser at the Close of Escrow.

#### Section 11

#### Seller' Representations and Warranties

Seller represents and warrants to Purchaser that, as of the date of this Agreement, to the best of Seller's actual knowledge without any obligation of due inquiry, and as of the Close of Escrow:

(a) **Violations of Law**. No condition on the Property violates any health, safety, fire, environmental, sewage, building, or other federal, state, or local law, code, ordinance, or regulation.

(b) Leases. No leases, licenses, or other agreements allowing any third party rights to use the Property are or will be in force.

(c) **Litigation**. There is no pending or threatened litigation, administrative proceeding, or other legal or governmental action with respect to the Property.

(d) **Condition of Property**. There are no natural or artificial conditions upon the Property or any part of the Property that could result in a material and adverse change in the condition of the Property;

#### Section 12 Seller's Covenants

Commencing with the full execution of this Agreement by both parties and until the Close of Escrow:

(a) Seller shall not permit any liens, encumbrances, or easements to be placed on the Property, other than the Approved Exceptions, nor shall Seller enter into any agreement

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regarding the sale, rental, management, repair, improvement, or any other matter affecting the Property that would be binding on Purchaser or the Property after the Close of Escrow without the prior written consent of Purchaser.

(b) Seller shall not permit any act of waste or act that would tend to diminish the value of the Property for any reason, except that caused by ordinary wear and tear.

# Section 13 Authority of Parties

(a) Seller warrants that this Agreement and all other documents delivered prior to or at the Close of Escrow:

(i) have been duly authorized, executed, and delivered by Seller;

(ii) are binding obligations of Seller;

(iii) are collectively sufficient to transfer all of Seller's rights to the Property; and

(iv) do not violate the provisions of any agreement to which Seller is a party or which affects the Property, nor violate Seller's partnership agreement, articles of incorporation, or bylaws, as applicable; subject, however, to applicable bankruptcy, insolvency, and other similar laws affecting the enforcement of creditors' rights and to principles of equitable remedies.

(b) Each party warrants that the persons executing this Agreement on its behalf are authorized to do so, and upon execution of this Agreement, this Agreement shall be valid and enforceable against such party in accordance with its terms.

## Section 14 Brokers

Each party warrants and represents to the other that no brokers have been retained or consulted in connection with this transaction. Each party agrees to defend, indemnify, and hold harmless the other party from any claims, expenses, costs, or liabilities arising in connection with a breach of that party's breach of the foregoing warranty.

# Section 15 Assignment

Purchaser shall have the right to assign all rights and liabilities under this Agreement to any other governmental agency.

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# Section 16 Attorney Fees

If litigation is commenced between the parties, the Prevailing Party in that litigation shall be entitled to recover from the nonprevailing party all reasonable attorney fees and costs. "Prevailing Party" shall include, without limitation, a party who dismisses an action in exchange for sums allegedly due; the party who receives performance from the other party for an alleged breach of contract or a desired remedy where the performance is substantially equal to the relief sought in an action; or the party determined to be the prevailing party by a court of law.

#### Section 17 Notices

All notices to be given under this Agreement shall be in writing and sent by

(a) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail;

(b) a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier;

(c) hand delivery, in which case notice shall be deemed delivered upon receipt; or

(d) telecopy or similar means if a copy of the notice is also sent by United States Certified Mail, in which case notice shall be deemed delivered on transmittal by telecopier or other similar means, provided that a transmission report is generated by reflecting the accurate transmission of the notices.

Notices shall be sent to the following addresses or to such other addresses as Purchaser or Seller may respectively designate by written notice to the other:

Seller:

William A. Falik 100 Tunnel Road Berkeley, CA 94705

with a Courtesy Copy to:

Peter Bridges Live Oak Enterprises 8780 Auburn-Folsom Road Granite Bay, CA 95746

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Purchaser:

City of Roseville Attn: City Attorney 311 Vernon Street, Room 202 Roseville, CA 95678

# Section 18 Entire Agreement

This Agreement and the documents referenced herein contain the entire agreement between the parties to this Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

## Section 19 Severability

If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

## Section 20 Waivers

A waiver or breach of covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

# Section 21

Construction

The section headings, captions, and arrangement of this Agreement do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement. The singular form shall include plural, and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement. All exhibits referred to in this Agreement are attached to it and incorporated in it by this reference.

# Section 22 Merger

All of the terms, provisions, representations, warranties, and covenants of the parties under this Agreement shall survive the Close of Escrow and shall not be merged in the Deed or other documents.

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# Section 23 Counterparts

This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

Section 24 Time of the Essence

Time is of the essence in this Agreement.

Section 25 Successors

This Agreement shall inure to the benefit of, and shall be binding upon, the parties to this Agreement and their respective heirs, successors, and assigns.

## Section 26 Governing Law

This Agreement shall be governed and construed in accordance with California law.

## Section 27 Purchaser's Covenants

Purchaser shall install and maintain odor control systems, such as odor scrubbers and/or chemical addition, for all screening facilities and grit/primary sedimentation facilities, as well as for the new Pump Station 1A, at the wastewater treatment plant and intends to take appropriate measures to visually screen the wastewater treatment plant from Seller's property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

CITY OF ROSEVILLE, a municipal corporation

ALLEN JOHNSON, City Manager

CAROLYN PARKINSON City Clerk

#### 1600 PLACER INVESTORS, L.P.

- BY: 1600 Placer Investors, Inc., a California corporation
- its: General Partner

BY:

WILLIÁM President

Secretary

BY: DON C. LEWIS

# ALL-PURPOSE ACKNOWLEDGMENT

State of California County of <u>Placer</u>	} ss.
On <u>8-19-98</u> before me,	Rhonda K. Myers
personally appeared William A.	Falik (NOTARY) / SIGNER(S)
personally known to me - OR-	y 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.
RHONDA K. MYERS Comm. # 1160583 NOTARY PUBLIC - CALIFORNIA	WITNESS my hand and official seal.
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County of Uolo	
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personally appeared Dona	ire me, <u>Roxanne Stramaglig</u> <u>Notary</u> <u>Publ</u> Name and Title of Officer (etg. Jane Doe, Notary Public) Id C. Lewis Name(s) of Signer(s)
$\chi$ personally known to me – <b>OR</b> – $\Box$ proved	d to me on the basis of satisfactory evidence to be the person(
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	same in his/her/their authorized capacity(ies), and that t
ROXANNE STRAMAGUA Commission # 1113668	his/her/their signature(s) on the instrument the person(s or the entity upon behalf of which the person(s) acte
Notary Rubic California	executed the instrument.
My Comm. Biplies Oct 13, 2000	WITNESS my hand and official seal.
	Koyanne Stramaglia
	Signature of Notary Public
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APPROVED AS TO FORM:

MARK J. DOANE City Attorney

APPROVED AS TO SUBSTANCE:

DERRICK WHITEHEAD

Environmental Utilities

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# EXHIBIT A

# (Seller's Property)

The South half, the Northwest quarter and the South half of the Northeast quarter of Section 23, township 11 North, Range 5 East, M.D.M.

APNs: 017-100-020-00 017-100-014-00 017-100-021-00

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#### EXHIBIT B-1

# DESCRIPTION PLEASANT GROVE WASTEWATER TREATMENT PLANT (Fee Simple Property)

#### Parcel to be Acquired

A portion of Section 23, Township 11 North, Range 05 East, M.D.M., located in Placer County, California

Beginning at a point on the Northerly line of the South one-half of the Northeast onequarter of the above described Section 23, and from said point a brass cap stamped "LS 3923 -N 1/16 - S23" marking the Northwest corner of said South one-half of the Northeast onequarter bears South 89°54;03" West along said Northerly line for a distance of 543.3 feet; thence from the point of beginning North 89°54'03" East along said North line for a distance of 2100.01 feet to the Northwest corner of said South one-half of the Northeast onequarter; thence South 00°06'49" West along the Easterly line of said Section 23 for a distance of 2300.02 feet; thence, leaving said Easterly line South 89°54'03" West for a distance of 2100.01 feet; thence North 00°06'49" East for a distance of 2300.02 feet to the point of beginning.

Containing 110.88 acres, more or less.

#### **EXHIBIT B-2**

# DESCRIPTION PLEASANT GROVE WASTEWATER TREATMENT PLANT (Easement Property)

#### **Development Rights Easement**

A Portion of Section 23, Township 11 North, Range 05 East, M.D.M., located in Placer County, California

Beginning at the Northwest corner of the South one-half of the Northeast one-quarter of the above described Section 23 marked by a brass cap stamped "LS 3923 - N 1/16 - S 23"; thence North 89°54'03" East along the Northerly line of said South one-half of the Northeast one-quarter for a distance of 543.43 feet; thence, leaving said Northerly line South 00°06'49" West for a distance of 2300.02 feet; thence North 89°540'03" East for a distance of 2100.01 feet to a point on the Easterly line of said Section 23; thence South 00°06'49" West along said Easterly line for a distance of 1000.01 feet; thence, leaving said Easterly line South 89°54;03" West for a distance of 2096.30 feet: thence along the arc of a tangent curve to the right, concave Northeasterly, having a radius of 1000.00 feet, a central angle of 90°12'46", a length of 1574.51 feet and a chord bearing North 44°59'34" West for a distance of 1416.84 feet: thence North 00°06'49" East for a distance of 2300.02 feet; thence along the arc of a tangent curve to the right, concave Southeasterly, having a radius of 1000.0 feet, a central angle of 57°05'40", a length of 996.49 feet and a chord bearing North 28°39'39" East for a distance of 955.77 feet to a point on the Easterly line of the Northwest one-quarter of said Section 23: thence South 00°07'30" West along said Easterly line for a distance of 841.59; feet to the point of beginning.

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Containing 125.23 acres, more or less.

#### EXHIBIT B-3

# DESCRIPTION PLEASANT GROVE WASTEWATER TREATMENT PLANT

# (Remainder Property)

The South half, the Northwest quarter and the South half of the Northeast quarter of Section 23, township 11 North, Range 5 East, M.D.M. (APN's 017-100-020; 017-100-014; and 017-100-021), excepting therefrom that real property described and set forth in Exhibits B-1 and B-2.

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# **EXHIBIT C**

# (Fee Simple Grant Deed)

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### **RECORDING REQUESTED BY, AND** WHEN RECORDED, MAIL TO:

APN:

(Space Above For Recorder's Use)

## <u>GRANT DEED</u> <u>WITH</u> <u>GRANTORS' COVENANTS</u>

The foregoing grant includes the following covenants of Grantors, which covenants are made for the benefit of the real property conveyed hereby (the "Benefited Property"):

#### 1. <u>Release of Liability for Odors</u>

a. Grantor owns certain real property adjacent to the Benefited Property, which real property is described on <u>Attachment 2</u>, attached hereto and incorporated herein (the "Servient Property." Grantor owns certain other real property adjacent to the Servient Property, which property is described on Attachment 3, attached hereto and incorporated in full herein (the "Remainder Property").

b. As to the Servient Property only, Grantor on behalf of itself and on behalf of all and each of its respective heirs, successors of any kind, assigns, trustees, beneficiaries, representatives, and tenants, hereby releases and forever discharges the City and its successors, assigns, officers, councilmembers, agents, employees, servants and representatives from any and all claims, demands, causes of action, liens, damages, losses, costs, attorneys' fees and expenses of every kind or nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, which Grantor may hereinafter have against the City by reason of odors emanating from the waste water treatment facility on the Benefited Property resulting from the normal, non-negligent operation of the wastewater treatment plant.

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c. As to both the Servient and the Remainder Properties, prior to selling or otherwise transferring any interest in the Servient Property, or any portion thereof, Grantors, and each successive owner of any portion of the Servient Property, shall (a) fully inform each transferee of the existence of the waste water treatment facility and potential odor impacts arising therefrom.

d. City shall install and maintain odor control systems, such as odor scrubbers and/or chemical addition, for all screening facilities, and grit/primary sedimentation facilities, as well as for the new Pump Station 1A, at the wastewater treatment plant and intends to take appropriate measures to visually screen the wastewater treatment plant from Seller's property.

### 2. <u>General Provisions</u>

a. The foregoing covenants are made for the benefit of, and may be enforced by, the City and its successors in interest as owners of the Benefited Property.

b. The foregoing covenants shall run with the land and shall bind Grantor, and its respective heirs, successors of any kind, assigns, trustees, beneficiaries, representatives, and tenants, and inure to the benefit of City, and their respective successors in interest

#### <u>GRANTOR</u>

1600 PLACER INVESTORS, L.P.

- BY: 1600 Placer Investors, Inc., a California corporation
- its: General Partner

BY:

WILLIAM A. FALIK President

BY:

DON C. LEWIS Secretary State of California } County of Placer}

On \_\_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_\_ personally known to me (or 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.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

State of California } County of Placer}

On \_\_\_\_\_\_\_ before me, \_\_\_\_\_\_, personally appeared \_\_\_\_\_\_\_ personally known to me (or 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.

WITNESS my hand and official seal.

Signature (Seal)

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# EXHIBIT D

# (Grant of Easement)

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# RECORDING REQUESTED BY AND WHEN RECORDED, PLEASE RETURN TO:

City Clerk CITY OF ROSEVILLE 311 Vernon Street, Room 208 Roseville, CA 95678

(Space Above for Recorder's Use)

#### GRANT DEED

OF

### DEVELOPMENT RIGHTS EASEMENT

THIS GRANT DEED OF DEVELOPMENT RIGHTS EASEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_ by 1600 Placer Investors, L.P., a California Limited Partnership ("Grantors"), in favor of the City of Roseville, a California municipal corporation ("Grantee)"

### WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property located in Placer County, California, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Servient Property"); and

WHEREAS, Grantee is the sole owner in fee simple of certain real property located in Placer County, California adjacent to the Servient Property, more particularly described in Exhibit "B" attached hereto and incorproated herein by this reference (the "Dominant Property"); and

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WHEREAS, Grantee intends to construct and operate a regional Wastewater Treatment Plant (the "Plant") on the Dominant Property; and

WHEREAS, the construction and continued operation of the Plant is very important to Grantee and to the people of Placer County because the existing regional Wastewater Treatment Plant is nearing its maximum capacity. Without the Plant, the orderly and beneficial growth that has been planned for the South Placer County region cannot occur; and

WHEREAS, certain uses of land are or may become incompatible with the operation of a wastewater treatment plant nearby; and

WHEREAS, Grantor intends to minimize the possibility of incompatible land uses being permitted, developed or constructed on the Servient Property by restricting the permitted land use categories that may be developed or constructed on the Servient Property, so that only those land uses which are compatible with the Plant and which will not significantly impair or interfere with the operation of the Plant may be allowed on the Servient Property; and

WHEREAS, Grantor further intends, as owners of the property, to convey to Grantee the right to hold and own certain rights to develop the Servient Property in order to protect the value and utility of the Dominant Property in perpetuity; and

NOW, THERERFORE, in consideration of Grantees' payment to Grantor of that sum of money set forth in the Purchase and Sale Agreement With Escrow Instructions between Grantor and Grantee dated \_\_\_\_\_\_, and of the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby grants and conveys to Grantee a development rights easement in perpetuity over the Servient Property of the nature and to the extent hereinafter set forth ("Easement").

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1. **PURPOSE**. It is the purpose of this Easement to prevent forever any use of the Servient Property for residential land uses.

2. **RIGHTS OF GRANTEE.** To accomplish the purposes of this Easement, Grantee is hereby granted the right to prevent any activity on or use of the Servient Property that is inconsistent with the purposes of this Easement.

3. **RESERVED RIGHTS.** Grantor reserves to itself and its heirs, successors and assigns all rights occurring from its ownership of the Servient Property, including the right to engage in, or to permit and invite others to engage in, all uses of the Servient Property that are not prohibited herein and are not inconsistent with the purposes of this Easement.

### 4. **GRANTEE'S REMEDIES.**

4.1 <u>Notice of Violation: Corrective Action</u>. If Grantee determines that a violation of the terms of this Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action to cure the violation within a stated time.

4.2 <u>Injunctive Relief</u>. If Grantor fails or refuses to cure the violation within the time limit set forth in Grantee's notice, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement or to enjoin the violation by temporary or permanent injunction.

4.3 <u>Damages</u>. Grantee shall be entitled to recover damages occasioned by Grantor's violation of the terms of this Easement.

4.4 <u>Scope of Relief</u>. Grantee's rights hereunder apply equally in the event of either threatened or actual violations of the terms of this Easement. Grantor agrees that

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Grantee's remedies at law for any violation of the terms of this Easement are inadequate, and that Grantee shall be entitled to the injunctive relief described above, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including Specific Performance, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies shall be cumulative, and shall be in addition to all remedies now or hereafter existing.

4.5 <u>Costs of Enforcement</u>. All reasonable costs incurred by either party in any action or proceeding brought to enforce the terms of this Easement or prevent the violation of such terms, shall be paid to the party prevailing in such action or proceeding by the other party.

4.6 <u>Forbearance</u>. Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights hereunder. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall be construed as a waiver.

4.7 <u>Acts Beyond Grantor's Control</u>. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any use of or activity on the Servient Property resulting from causes beyond Grantor's control.

5. **COSTS, LEGAL REQUIREMENTS AND LIABILITIES.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation and maintenance of the Servient Property, including the maintenance of adequate

5

liability insurance. Grantor remains solely responsible for obtaining any applicable government approvals and permits for any construction or other activity or use permitted by this Easement, and all such construction, activity or use shall be undertaken in accordance with all applicable federal, state and local laws, regulations and requirements.

6. TAXES. Grantor shall pay when due all taxes, assessments, fees and charges levied on or assessed against the Servient Property by competent authority, including any taxes imposed upon, or as the result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

7. **VOTING RIGHTS.** Grantor hereby expressly reserves to itself, and to its heirs, successors and assigns, all rights to vote on property related taxes, fees and assessments regarding the Servient Property as guaranteed by Articles XIIIC and XIIID of the California Constitution.

8. **EXTINGUISHMENT.** This Easement may only be extinguished by judicial proceedings in a court of competent jurisdiction.

9. **ASSIGNMENT.** This Easement is freely assignable, but Grantee may only assign its rights and obligations hereunder to another governmental entity, including but not limited to, special districts and joint powers authorities.

10. SUBSEQUENT TRANSFERS. Grantor shall incorporate the terms of this Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or any part of this Servient Property, including, without limitation, a leasehold interest. Grantor shall give written notice to Grantee of the transfer of any interest in the Servient Property at least thirty (30) days prior to the date of such transfer.

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11. NOTICES. Any notice, demand, request, consent, approval or communication that either party requires or is required to be given hereunder shall be in writing and shall be either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: William A. Falik 100 Tunnel Road Berkeley, CA 94705

To Grantee: Environmental Utilities Director 2005 Hilltop Circle Roseville, CA 95747

With a Courtesy Copy to:

Peter Bridges Live Oak Enterprises 8780 Auburn-Folsom Road Granite Bay, CA 95746

12. **CONTROLLING LAW.** The interpretation and performance of this Easement shall be governed by the laws of the state of California. Unless the parties agree otherwise, venue for the purpose of any judicial action or proceeding brought by either party to enforce the terms or prevent the violation of this Easement shall be in Placer County, California.

13. ENTIRE AGREEMENT. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Easement, all of which are merged herein.

14. SUCCESSORS. The covenants, terms, conditions and restrictions of this Easement shall be binding on, and shall inure to the benefit of the parties hereto, and their respective heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Servient Property. The terms "Grantor" and "Grantee" wherever used herein, and any pronouns used in place thereof, shall include such parties and their respective heirs, successors and assigns.

15. TERMINATION. A party's rights and obligations under this Easement

terminate upon transfer of a party's interest in the Easement or Servient Property or terminates as to that portion of the servient Property transferred, except that liability for acts or omissions occurring prior to a transfer shall survive the transfer.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor and Grantee have set their hands on the day and date first above written.

**GRANTEE:** 

CITY OF ROSEVILLE, a California municipal corporation

BY:

ALLEN E. JOHNSON City Manager

ATTEST:

BY:

CAROLYN PARKINSON City Clerk

APPROVED AS TO FORM:

BY:

MARK J. DOANE City Attorney

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## **GRANTOR:**

1600 PLACER INVESTORS, L.P.

BY: 1600 Placer Investors, Inc., a California corporation

its: General Partner

BY:

WILLIAM A. FALIK President

BY:

DON C. LEWIS Secretary

### **RESOLUTION NO.98-301**

### APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND 1600 PLACER INVESTORS L.P. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a purchase and sale agreement regarding the Pleasant Grove Wastewater Treatment Plant, between City of Roseville and 1600 Placer Investors, L.P. been reviewed by the Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville upon receipt and approval of all signed agreements by the City Attorney.

PASSED AND ADOPTED by the Council of the City of Roseville this 5th day of , 19 98, by the following vote on roll call: August

AYES COUNCILMEMBERS: Harry Crabb, Jim Gray, Pauline Roccucci, Randy Graham, 👘

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NOES COUNCILMEMBERS:

Claudia Gamar

None **ABSENT COUNCILMEMBERS:** 1.20

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ATTEST:

ASSISTANICity Clerk

## Proof of Disturbed Area

# Roseville









# City of Roseville Site

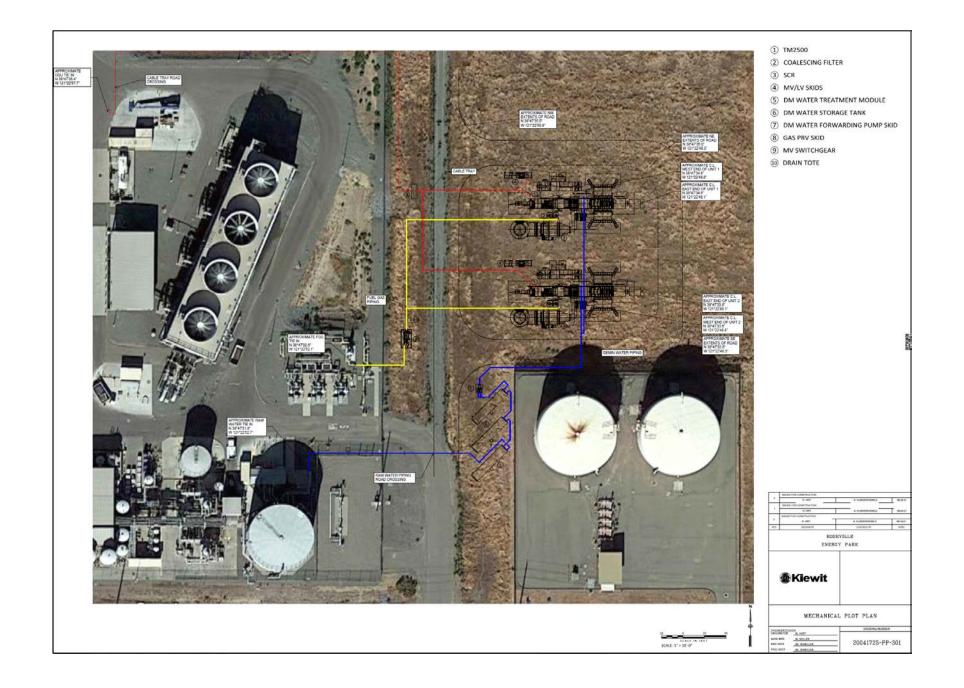
As shown on the pictures below the site was previous disturbances and used as parking lot and as parking for job trailing while constructing the Roseville Energy Park in 2006.



#### State Power Augmentation Project - Roseville Site

#### Demineralized Water Supply

Two General Electric TM2500 gas turbines each require approximately 30 gpm of demineralized (demin) water at full load for NOx control. Title 22 (recycled) water from the Roseville Energy Park storage tank will be pumped to the project site and processed to make demin water. This process will use a trailer mounted mixed bed water polishing system which will produce demin water that will be stored in 2 - 15,000 gallon tanks. An onsite demin forwarding pump skid will then supply demin water to the two turbines at the needed flow and pressure. See the Mechanical Plot Plan (below) for equipment locations.







### **State Water Resources Control Board**

#### **EROSIVITY WAIVER CERTIFICATION**

For exclusion from the Storm Water Construction General Permit for small construction activity (between 1 and 5 acres of soil disturbance)

Department of Water ResourcesDivision of Mohammed Shahid 1416 9th Street Room 452 5 Sacramento CA 95814 Site Information: Roseville Electric Tony DiNicola 5778 Philip Rd Roseville CA 95747

Waiver Approved: August 20, 2021 Waiver Number: 5S31W005183 Waiver valid through: November 01, 2021

The State Water Resources Control Board (State Water Board) issues this Erosivity Waiver Certification (Waiver), to the Legally Responsible Person (LRP) who certified that coverage under the Storm Water Construction General Permit (CGP) is not required for the project/site location described above. The LRP certified the Waiver is valid because construction activity will take place during a period when the value of the rainfall erosivity factor (R) is less than five. This Waiver only applies to the project/site location described above.

Approval of this Waiver does not relieve the LRP of permitting requirements for other regulated construction activities/discharges. Construction activity covered under this Waiver must still comply with any applicable State regulations and/or local storm water requirements and ordinances. Appropriate erosion and sediment control best management practices must be implemented to prevent violations of water quality standards.

In accordance with the Erosivity Waiver requirements set forth in Section II(B)(7) of the CGP, construction activity must begin and reach final stabilization within the time period submitted to the State Water Board.

Construction Start: August 19, 2021

Construction End: November 01, 2021

If construction activity extends beyond the certified Construction End date for any reason, the rainfall erosivity R factor must be recalculated in SMARTS using the original Construction Start date and a new projected ending date. The R factor must be recalculated 30 days prior to November 01, 2021

If, upon recalculation, the R factor remains less than 5, the LRP must save the information in SMARTS and recertify the new Construction End date; or

If the R factor is 5 or greater, the LRP must submit Permit Registration Documents (PRDs) as specified by the Storm Water CGP before the end of the certified waiver period to obtain permit coverage. The recalculation must occur 30 days prior to November 01, 2021 and PRDs must be submitted by November 01, 2021

Failure to submit PRDs as required or to discharge without a permit may subject you to penalties. You may become liable to pay up to \$10,000 a day pursuant to California Water Code Section 13385 and \$10 per gallon per day for any amount over 1,000 gallons not cleaned up. You may be assessed an additional penalty of a minimum of \$1,000 pursuant to Sections 13399.25-3399.43 for each violation. The matter may be referred to the Attorney General or District Attorney for other civil and/or criminal liabilities (Section 13385).

If you have any questions please contact the Storm Water Help Desk at <u>stormwater@waterboards.ca.gov</u> or 1-866-563-3107.

JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE OFFICER

## **3 Erosivity Waivers**

### Anthony.DiNicola <Tony.DiNicola@kiewit.com>

Mon 8/30/2021 8:16 AM

 To:
 Abulaban, Abdel-Karim@Energy < Abdel-Karim.Abulaban@energy.ca.gov>

 Cc:
 Wallace, Petra < PWallace@roseville.ca.us>; Meyers, Anthony@DWR < Anthony.Meyers@water.ca.gov>

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Karim: Let me know if you have any questions. Thanks

From: Shimizu, Matthew@Waterboards <Matthew.Shimizu@Waterboards.ca.gov>
Sent: Friday, August 20, 2021 10:29 AM
To: Messina, Diana@Waterboards <Diana.Messina@waterboards.ca.gov>; Anthony.DiNicola
<Tony.DiNicola@kiewit.com>
Cc: Silverhame, Cabe <Cabe.Silverhame@Waterboards.ca.gov>; Otsuji, Patrick@Waterboards
<Patrick.Otsuji@waterboards.ca.gov>; Chaparro, Salvador@Waterboards
<Salvador.Chaparro@Waterboards.ca.gov>; Stormwater@Waterboards
<Stormwater.Stormwater@waterboards.ca.gov>
Subject: [EXTERNAL] RE: Please Expedite - FW: 3 DWR Emergency Power Projects

Good morning Tony,

Please note that I have approved all three applications and issued separate waiver permits down below. Please refer to the WDIDs below for further information.

540286- 5S51W005182 540287- 5S31W005183 540288- 5F10W005184

If you have any other questions or concerns, please feel free to reach out to us via email.

Thank you,

Matthew Shimizu Storm Water Help Desk stormwater@waterboards.ca.gov 1-866-563-3107 Narrative of how and when the engine-generator will be made BACT compliant as soon as practicable

# Description of plan for how and when the engine-generator will be made BACT compliant as soon as practicable.

The Department of Water Resources (DWR) intends to purchase Selective Catalytic Reduction (SCR) systems and oxidation catalysts for the Calpine and Roseville TM2500s as soon as practicable. Due to the expedited schedule to procure, construct and commission the temporary natural gas power generators to deliver net peak energy before October 31, 2021, DWR explicitly included a future contract option to purchase and install SCRs and oxidation catalysts post the initial TM2500 commissioning. As part of the DWR/GE procurement "CONTRACT FOR SALE OF EQUIPMENT AND SERVICES" for the Calpine Greenleaf 1 (August 10, 2021) and Roseville Energy Park (August 11, 2021) projects, DWR included future SCR/COR Catalyst scope that can be executed via Change Order within Article 9 of the Performance Guarantees:

### Future SCR/COR

A SCR/COR Catalyst may be included in this Contract at some point in the future via a Change Order at a price to be agreed. At that point, subject to the Best Available Control Technology still being available, a SCR/COR would be capable of reducing the TM2500 Unit emissions from the as-guaranteed value for NOx and CO in Seller's Performance Guarantee in Attachment 6 (Performance Guarantee) down to the NOx, CO, and VOC levels indicated in the "Future SCR/COR Table" below.

 Future SCR/COR Table

 VOC: 2 PPM @ 15% 02

 CO: 6 PPM @ 15% 02

 NOx: 5 PPM @ 15% 02

SCRs and COR Catalysts are advanced active emissions control technologies that are not offthe-shelf products and require specialized engineering design before manufacture, delivery, and installation. There is a ten (10) to twelve (12) month lead time for delivery and it takes one (1) to two (2) months for installation. In September 2021, DWR will start negotiations with General Electric Co. to procure the SCRs and oxidation catalysts for the two Calpine Greenleaf 1 and two Roseville Energy Park TM2500s. DWR will be able to provide more detailed specifications for these emission control technologies in the Spring of 2022. Emission control equipment commissioning is anticipated by Fall/Winter of 2022.



August 27, 2021

Drew Bohan, Executive Director California Energy Commission 715 P Street Sacramento, California 95814-5512

Re: Item #12 – Best Management Practices

Mr. Bohan et al,

Roseville Energy Park staff will be the same staff managing the new portable Combustion Turbine Generator site and will apply identical Best Management Practices at both sites.

Best Management Practices are included in the REP Storm Water Pollution Plan, REP Spill Prevention and Countermeasure Plan, REP Hazardous Material Business Plan and all REP Safety documents.

In addition, Roseville Energy Park staff conduct daily safety meetings and applicable refresh training which applies to both sites.

Best Regards,

Petra Wallace Risk and Compliance Supervisor



# Roseville Energy Park Worker Environmental Awareness Program

Version 4 08/27/2021

Version	Date	Description
0	08-30-2011	Supersedes SOP 8.19 and 8.21
1	01-17-2017	Updated to add new Designated Biologist
2	01-09-2018	Permit added
3	08-20-2021	Modified to include project areas adjacent to REP
4	08-27-2021	Updated contact info./Permit and US Fish & Wildlife email

# Table of Contents

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Wetlands	
General Work Practices	. 4
Environmental Laws, Regulations, and Penalties	. 5
Environmental Impacts and Mitigation Measures	
Wildlife Observation Form	

# Roseville Electric Commitment

Roseville Electric Utility (RE) is committed to protecting environmental resources. Those resources have been identified for the Roseville Energy Park (REP) with adjacent project sites, and protection measures have been developed in order to minimize operational impacts. Knowledge and practice of these measures will be the responsibility of all on-site personnel and visitors.

Violation of these protection measures could result in costly fines or shutdowns, as well as serious consequences for the responsible individuals. This handbook provides an overview of the sensitive biological resources that may affect the REP and adjacent project areas. It also includes a description of the laws, protection measures, responsibilities, and penalties associated with those resources.

As part of the Worker Environmental Awareness Program (WEAP), let this handbook guide you in understanding your responsibilities, taking the proper precautions on the job, and contacting the appropriate person when you have questions.

# **Contact List**

<b>REP Control Room</b>	Staffed 24/7	(916) 746-1689
Terri Shirhall	Environmental Coordinator	(916) 774-5536

Environmental Coordinator and Responsibilities. The REP Environmental Coordinator (EC) is responsible for implementing the project's biological resources management plan and providing direct assistance in avoiding impacts to natural resources.

The duties of the EC are as follows:

1. Advise the Project Owner's Operation Managers on the implementation of the biological resources conditions or reporting requirements;

2. Be available to supervise or conduct mitigation, monitoring, and other biological resources compliance efforts, particularly in areas requiring avoidance or containing sensitive biological resources, such as wetlands and special status species or their habitat;

3. Clearly mark sensitive biological resource areas and inspect these areas at appropriate intervals for compliance with regulatory terms and conditions;

4. Inspect active construction areas where animals may have become trapped prior to construction commencing each day. At the end of the day, inspect for the installation of structures that prevent entrapment or allow escape during periods of construction inactivity. Periodically inspect areas with high vehicle activity (parking lots) for animals in harm's way;

5. Notify the Project Owner and the CEC Compliance Project Manager (CPM) of any non-compliance with any biological resources requirements; and

6. Respond directly to inquiries of the CPM regarding biological resource issues.

# Sensitive Biological Resources

### Report sightings to Terri Shirhall

The REP site and vicinity include features that may provide habitat for protected plants and wildlife. These include wetlands, drainages, grasslands, and trees.

### Nesting Birds

The REP site and vicinity supports few nesting opportunities for native birds or hawks and owls However, birds, nests, eggs, and young are all protected under California Fish and Game laws, as well as federal law (the Migratory Bird Treaty Act).

Work areas should be surveyed regularly for any nesting birds. If an active nest is found, the immediate area may be temporarily off limits. Please contact the Control Room Operator.

Swainson's Hawk



The **Swainson's hawk** is an example of a protected raptor that might nest near the site. This bird is listed as Threatened under the California Endangered Species Act. This species is a long distance migrant, spending winters as far south as South America and returning to California in the early spring. In the spring and summer, Swainson's hawks are found throughout the agricultural areas of the Central Valley, including Placer County. They often nest in

trees adjacent to crop fields (e.g., alfalfa, hay, and row crops) and feed on rodents and insects. Swainson's hawk nests have been identified in the project vicinity and hawks may forage on the site. If you see a hawk or nest, complete a Wildlife Observation Form and notify the EC. If a hawk nest is identified on or near the site, activity may be limited within 1,000 feet of the nest. This protection measure will be used to protect the nests of hawks and other birds.

# Bird's Nests and Eggs

**Report all nest and/or egg sightings to the** Environmental Coordinator Most birds are busy building nests, laying eggs, and raising chicks in the early spring through mid-summer. Not all nests are in trees. Many birds build their nests in human structures and some even make nests on the ground or in burrows. Industrial sites can actually provide unlikely nesting opportunities for a variety of bird species.



A killdeer nest is little more than a scrape on the ground in a large barren area, making an industrial site a perfect nesting opportunity.

Killdeer eggs can be difficult to see but if you notice lots of killdeer activity in an area, a nest is probably close by.

Like chickens and ducks, after hatching the killdeer chicks are on the move. Like the eggs, the chicks can be difficult to see but they usually stay

close to their parents. When threatened, the chicks will freeze making them even more difficult to see and avoid.



Other birds, like mourning doves and house finches may build their nests directly in or on-site structures and equipment.

Except for a limited few, all birds are protected by federal and state laws. Destruction of nests or eggs is a violation of the Migratory Bird Treaty Act and California Fish and Game codes. An offense is considered criminal and can include substantial fines and possible jail time.

# Wetlands

Vernal pools and seasonal wetlands occur on the REP site and surrounding area. These wetlands hold water only during the winter, drying up in the summer. These wetlands are habitat for endangered fairy shrimp. These areas are outside of perimeter fencing, which is why it is so important to stay within clearly marked project boundaries.



# Note: All wetlands are protected outside the REP boundary.

# **General Work Practices**

- Stay in approved work areas and within any perimeter fencing.
- Use only approved access roads.

- Keep out of designated exclusion areas.
- Do not litter.
- No fires.
- Smoking is only allowed outside plant property in the designated area.
- Do not feed or disturb wildlife.
- Clean up and report all hazardous material spills immediately.
- Do not discharge water into unapproved areas.
- Protect waterways and storm drains by implementing protective measures, such as silt fencing.
- Report wildlife observations to Terri Shirhall
- Report trapped, injured, or dead wildlife to Terri Shirhall and they will record on a Wildlife Observation Form (Attachment A) and contact Compliance.
- Keep all equipment and debris out of creeks, wetlands, riparian corridors, and the drip line of trees.
- Keep fluid spill containment and clean up materials readily available.

# Environmental Laws, Regulations, and Penalties

Many of the resources found in the project area are protected by state and federal laws; please do not handle or disturb them. Report any nests or injured birds to EC (Terri Shirhall).

**Federal Endangered Species Act:** Provides protection for federal-listed threatened and endangered plant and animal species. It also prohibits the destruction of habitat critical to their recovery.

**California Endangered Species Act:** Similar to the federal act, it prohibits the take of state-listed endangered and threatened wildlife.

Migratory Bird Treaty Act: Prohibits the take of migratory birds.

**California Fish and Game Code**: Prohibits take of protected plants and animals in California, and protects areas designated as significant habitat.

**The Clean Water Act:** Oversees protection of jurisdictional wetlands and waterways. The following agencies have regulatory authority in the area:

- City and County Officials
- California Energy Commission
- California State Water Board
- California Department of Fish and Game
- U.S. Fish and Wildlife Service
- National Marine Fisheries Service
- U.S. Army Corps of Engineers
- U.S. Environmental Protection Agency

Stay out of exclusion zones. They protect sensitive habitats. Violation of state and/or federal environmental laws can result in penalties including fines as high as \$100,000 and/or up to one year in jail.

Violations can involve corporate and individual penalties.

# **Environmental Impacts and Mitigation Measures**

## Minimizing operation impacts:

- Stormwater runoff must not contain hazardous waste or debris that could affect biological resources.
- Project construction boundaries are positioned to protect wetlands and must not be crossed at any time.

# Mitigation Measures as Conditions of Certification:

- Care must be taken to protect sensitive habitats.
- Adhere to procedures designed to minimize impacts to sensitive biological resources.
- Impacts to biological resources will be monitored and reported to the appropriate agencies.

# Wildlife Observation Form

It is the responsibility of Roseville Energy Park staff to:

- 1. Complete a wildlife observation form (Attachment A) whenever they encounter a deceased or injured animal, an animal nest, burrow, or other animal sighting on-site. This includes those that require displacement.
- 2. Contact Compliance questions about completing agencies).

(they will assist you if you have any these forms and contact appropriate From: Beeler, Heather <Heather\_Beeler@fws.gov> Sent: Wednesday, June 23, 2021 11:48 AM To: Manfredi, Julie <JManfredi@roseville.ca.us> Subject: RE: [EXTERNAL] Roseville Migratory Bird Permit #MB78772B-0

**EXTERNAL:** This email originated from outside of the organization. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

Hi Julie,

Thanks for calling me today. As we discussed, the 2018 SPUT permit conditions were different as at that time the program had decided we should not have different sets of conditions for the electric utility, wind, and solar industries. The conditions under J(2) that required holding specimens in a freezer until February 15th is not really applicable to electric utilities such as the City of Roseville. That condition is meant for wind and solar projects that use specimens for their required bird mortality studies. I hereby release you of that obligation under permit number MB78772B-0. I also want to reiterate that you have full permission to bury or incinerate bird carcasses (except for eagles and federally listed species) and you are under no obligation to first make those available to other entities first. As we discussed, please keep a copy of this email with your records. I will make every effort to process your renewal request within the next few weeks. Feel free to email or call me to ask for updates or nudge me to keep this task on the top of my to do list.

Thank you, Heather



California Great Basin Region 775-861-6304

# Attachment A – REP Wildlife Observation Form

WILDLIFE OBSERVATION FORM		
To Record Animals Found in Roseville Electric Generation Areas		
To be filled out by personnel who find active or inactive nest sites and burrows, dens, and dead or		
injured wildlife, or other biological resources during daily operational activities.		
Name:		
Date:		
Location of observation:		
Location of observation:		
XX/1 J120 Constant		
Wildlife Species:		
Condition of Wildlife:		
Alive Dead		
Suspected cause of injury or mortality?		
Suspected cause of injury of mortanty.		
If injured, where is the animal currently?		
Disposition and Date (if applicable):		
Disposition and Date (it applicable).		
Is the resource in danger of operational (or other) impacts?		
Comments:		

# **Cultural Resources**

Any trace of past human activity greater than 50 years old may be an important cultural resource. Places or sites where these traces occur are a part of a proud heritage that belongs to all of us. In the Roseville area, there are archaeological remains that date back over 11,000 years of Native American prehistory. The City of Roseville also contains remnants of early farming and ranching activities. Significant cultural resources represent historical events, engineering achievements, and art or architecture styles that define what Americans have experienced. Because these achievements define what we are and affect what we become, the past belongs to us all and we all have a responsibility to help preserve significant cultural resources.

Archaeological and historical sites are anon-renewable resource. Though we are always creating new cultural resources for people of the future to interpret or preserve for posterity, historical and archaeological sites, once destroyed, cannot be recreated.

Unfortunately, you could scrape, dig, or bulldoze right through a buried archaeological site without even knowing it, because the remains of prehistoric settlements are so fragmentary. Here's what to look for:

- Discolored soil, particularly gray-black soil with a 'greasy' feel to it, in an area of lighter colored soils.
- Any animal or human bone. Native American graves are of great concern to Native Americans. Possession of Native American artifacts or human remains from a Native American grave is a felony (PRC 5097.99).
- A thin layer, or series of layers, particularly dark layers containing charcoal or ash, in an excavation side wall.
- Any unusual concentration of rocks, particularly if they seem to form a pattern (such as a campfire).
- A concentration of small, broken rock, particularly obsidian or flint with sharp edges.
- A concentration of historic-era trash, including broken glass, china, crockery, and metal pieces

The kinds of cultural resources that may be discovered at the RSAPS site include prehistoric artifacts such as grinding stones, arrowheads, and stone flakes, and historic artifacts such as glass bottles, metal objects, animal bones and possibly building foundations. Human skeletons may also be exposed.

In addition, cultural materials and locations attributed to Hispanic, Asian, and other ethnic or racial groups may also be considered important cultural resources.

### **Examples of Cultural Resources**

The following are examples of cultural resources that could be uncovered in the project area. The first seven examples are all stone tools shaped for specific functions.



### **Hammer Stone**

The first example is a small **hammer stone**. Hammer stones were used for a wide range of tasks and may show wear at one or both ends.



### **Flaked Cobble**

**Flaked cobbles** were used for scraping, digging, or cutting. They can occur in a variety of shapes and sizes with a smooth end for holding.



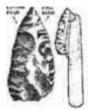
### Scraper

**Scrapers** had a variety of uses including preparing animal skins, shaping wood, or preparing food. Depending on their function, scrapers come in many shapes and sizes.



### Chips

Lithic debitage, or **chips**, are the waste material of tool making. Chips are often found in a pile where the toolmaker was working.



### Flaked knives

**Flaked knives** are very distinctive and easily identified by shape and flaking pattern. Flaked knives can be found in a large number of shapes and sizes.



#### Arrowheads

Projectile points are also very distinctive, and are commonly referred to as **arrowheads**. Projectile points can range in size from one to six inches long and several inches wide.



#### **Mortar and Pestle**

The mortar and pestle were used together as a grinding tool. They were used to prepare foods, pigments, medicines, and potions.

Other historic artifacts that may be present include glass bottles, ceramics, metal cans and other metal objects, including wire, nails, and building hardware, as well as the remains of former building foundations and underground utilities.



# Your Responsibility

When a cultural resource is found, it is your responsibility to stop work and notify the Environmental Coordinator (EC) immediately. The EC will consult with a qualified archaeologist as soon as possible to evaluate the find. Mark the location of the find and block off access to it until the archaeologist arrives. You can use readily available materials such as barrier fencing, barrier tape, or traffic cones to ensure that construction workers and equipment do not enter the area of the find until it has been evaluated. The area of the find must be protected from potential damage to cultural resources that could be caused by construction activities.

It is illegal for you to collect any objects, including old bottles, from public land according to the California Public Resources Code (sections 5097.5 and 5097.9). Disturbing Native American burial sites is a felony under California Public Resources Code Section 5097.99. In addition, the deliberate destruction and removal of cultural resources on private land is prohibited under the conditions of RE's permit from the CEC. The following state and Federal laws and regulations affect the management of cultural resources:

- Archaeological Resources Protection Act
- National Historic Preservation Act
- California Environmental Quality Act
- California Public Resources Code (Sections 5097.5, 5097.9, and 5097.99)

Violations of these regulations can result in federal indictment, and are punishable by civil and criminal penalties, including both fines and/or imprisonment, and could result in the revocation of project certifications, and shut-down of the project at the direction of the appropriate state agency.

Only authorized personnel may handle cultural resources. Notify the EC if you think you may have found a cultural resource. Do not touch or move the object.

If you have any questions about these procedures, please ask the EC for more information.