

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.13
(ID # 15464)**

MEETING DATE:

Tuesday, September 14, 2021

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT- REAL ESTATE (FM-RE): Approval of Ground Lease Agreement – Cabazon Site – T-Mobile West LLC, a Delaware Limited Liability Company, CEQA Exempt, District 4. [\$0] (Clerk to File CEQA Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1 Existing Facilities Exemption and 15061 (b)(3) "Common Sense" Exemption, and direct the Clerk of the Board to file the Notice of Exemption;
2. Approve the attached Ground Lease Agreement and authorize the Chairman of the Board to execute the document on behalf of the County;
3. Authorize the Director of Facilities Management, or their designee, to execute any other documents and administer all actions necessary to complete this transaction; and,
4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval of the project.


ACTION:


Rose Salgado, Director of Facilities Management 7/2/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: September 14, 2021
xc: FM, Recorder

Kecia R. Harper
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A Revenue Lease			Budget Adjustment: No	
			For Fiscal Year: 2021/22 – 2026/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside (County) is the owner of record for the subject property located at 50256 Main Street, Cabazon California identified by Assessor's Parcel Number 526-023-018 and 526-023-019 (Cabazon Property). The Cabazon Property was acquired through a land exchange with the Cabazon Water District, which was approved by the County Board of Supervisors on November 24, 2014 under Minute Order 3.31.

The Cabazon Property was subject to an existing ground lease dated October 7, 1996 (Lease) between the Cabazon Water District, as Lessor, and CCTM1, LLC, dba as Crown Castle (Crown Castle) for the purpose of operating and maintaining a communication tower on the property. Upon acquisition, the Lease was assigned to County through an Assignment of Lease dated October 13, 2014 and recorded under Instrument Number 2015-0013434 official records of the County. T-Mobile West LLC (T-Mobile), is the current subtenant of CCTM1, LLC, and maintains communication equipment on the existing communication site.

T-Mobile approached the County requesting a separate ground lease to accommodate the installation of a 25kW industrial diesel generator, which will provide emergency standby power for the existing communication site. Facilities Management-Real Estate (FM-RE) negotiated the terms on the attached Ground Lease Agreement (Ground Lease) as summarized below.

Lessee: T-Mobile West LLC

APN: 526-023-018 and 526-023-019

Current

Term: Five (5) years

Options: two (2) options, five (5) years each

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Square Feet: 66 square feet

Rent: \$650.00 per month

Utilities/ Maintenance: Provided by Lessee

Annual Escalation: 3% annual increase

(Continued)

The Ground Lease has been reviewed and determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 Class 1, Existing Facilities and Section 15061(b)(3) "Common Sense" exemption, as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The County's approval of the activity does not create any reasonably foreseeable physical change to the environment for this transaction.

The attached Ground Lease has been approved as to form by County Counsel.

Impact on Citizens and Businesses

The proposed Ground Lease will enable T-Mobile to install a diesel generator that is necessary for providing emergency standby for their communication equipment and more importantly for their customers in this region of the County.

SUPPLEMENTAL:
Additional Fiscal Information

This Ground Lease represents a revenue lease and there are no net County costs for this transaction. Pursuant to Board Policy B-26, the rent derived from this lease minus an FM-RE administrative charge is directed to Riverside County General Fund.

Attachments:

- Ground Lease Agreement

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

- CEQA Notice of Exemption
- Aerial Image

SA:dr/08252021/


Meghan Hahn, Administrative Analyst

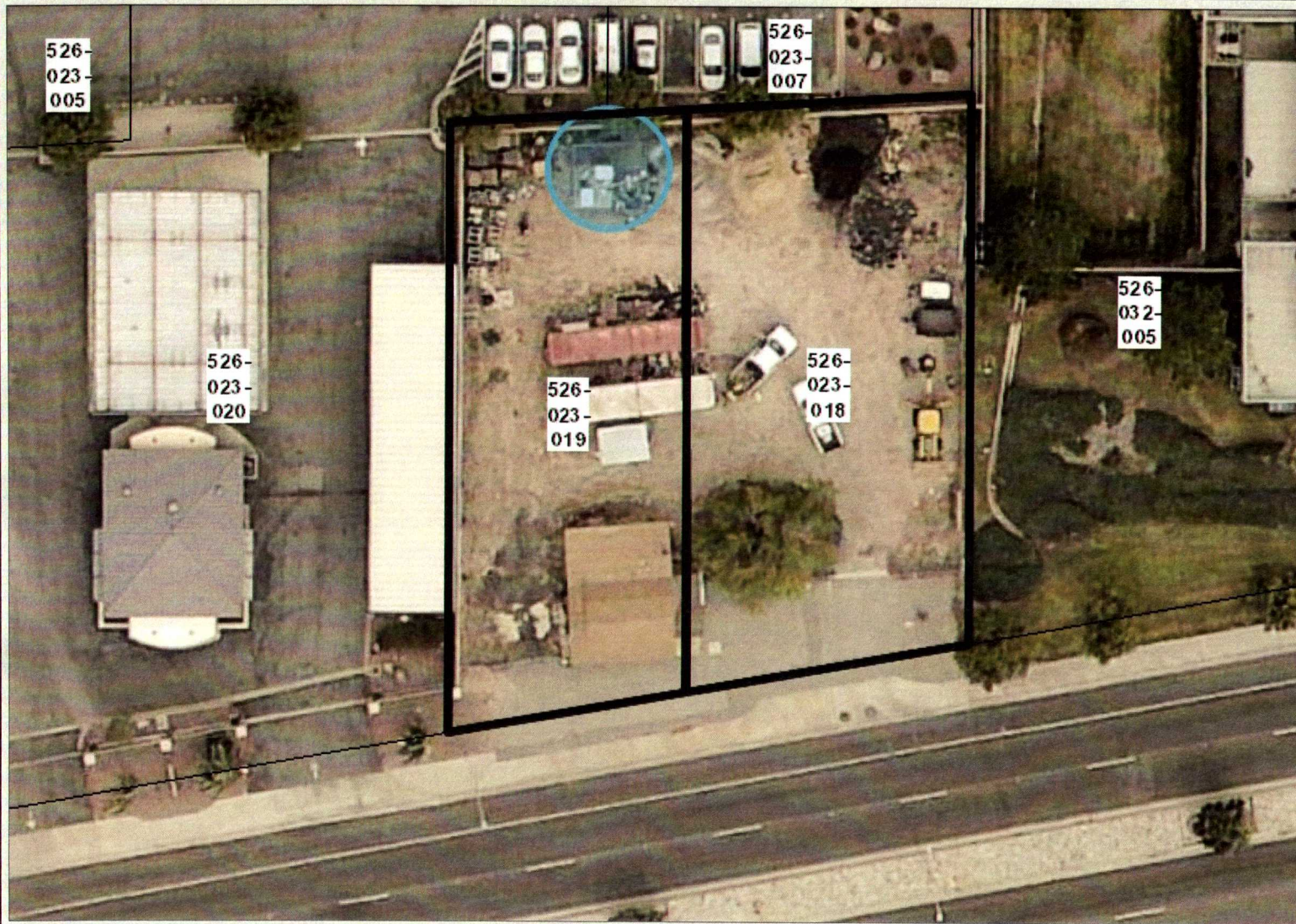
9/3/2021


Gregory V. Priamos, Director County Counsel

8/10/2021

Cabazon Water District Site - Ground Lease Agreement

50256 Main St., Cabazon, CA 92230



Legend

- Parcel APNs
- Parcels
- Blueline Streams
- City Areas



0 47 94 Feet

"IMPORTANT" Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

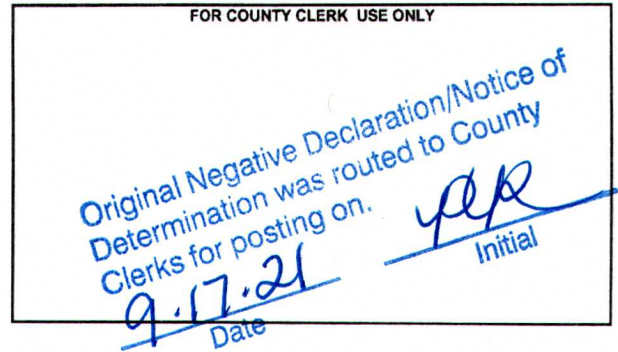
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© Riverside County GIS

Notes

APN:
526-023-018
526-023-019

County of Riverside
Facilities Management
3133 Mission Inn Avenue, Riverside, CA



NOTICE OF EXEMPTION

August 5, 2021

Project Name: Ground Lease Agreement with T-Mobile, Cabazon Communication Site

Project Number: FM047160000600

Project Location: 50256 Main Street, south of Interstate 10, Cabazon California. Assessor's Parcel Number (APN) 526-030-029

Description of Project: The County of Riverside (County) is the owner of record for the subject property located at 50256 Main Street, Cabazon California identified by Assessor's Parcel Number 526-030-029 (Cabazon Property). The Cabazon Property was acquired through a land exchange with the Cabazon Water District, which was approved by the County Board of Supervisors on November 24, 2014 under Minute Order 3.31

The Cabazon Property was subject to an existing ground lease dated October 7, 1996 (Lease) between the Cabazon Water District, as Lessor, and CCTM1, LLC, dba as Crown Castle (Crown Castle) for the purpose of operating and maintaining a communication tower on the property. Upon acquisition, the Lease was assigned to County through an Assignment of Lease dated October 13, 2014 and recorded under Instrument Number 2015-0013434 official records of the County. T-Mobile West LLC (T-Mobile), is the current subtenant of CCTM1, LLC, and maintains communication equipment on the existing communication site.

T-Mobile is requesting a separate ground lease to accommodate the installation of a 25kW industrial diesel generator, which will provide emergency standby power for the existing communication site.

The approval of the Ground Lease with T-Mobile is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is the letting of property involving existing facilities; and an emergency generator will be installed to ensure uninterrupted power to the facility. No expansion of the existing facility will occur. The operation of the facility will continue to provide communication services. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

Exempt Status: State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

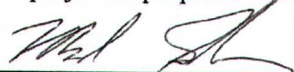
SEP 14 2021 3.13

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the Ground Lease Agreement.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is limited to a Ground Lease Agreement regarding an existing communication site. The project will require physical modifications to the existing site to accommodate an emergency generator but would not result in an expansion in the use of the site and is limited to the continued use of the site in a similar capacity; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed Ground Lease Agreement will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. No impacts beyond the ongoing, existing use of the site would occur. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Therefore, the County of Riverside Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: _____



Date: _____

8/5/21

Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Ground Lease Agreement, Cabazon Communication Site

Accounting String: 524830-47220-7200400000 - FM047160000600

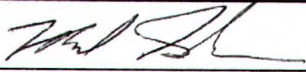
DATE: August 5, 2021

AGENCY: Riverside County Facilities Management

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Facilities Management

Signature: 

PRESENTED BY: Simon Asano, Real Property Agent, Facilities Management

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -

County of Riverside
Facilities Management
3133 Mission Inn Avenue, Riverside, CA 92507

Date: August 5, 2021
To: Kiyomi Moore/Josefina Castillo, Office of the County Clerk
From: Mike Sullivan, Senior Environmental Planner, Facilities Management
Subject: **County of Riverside Facilities Management Project # FM047160000600**
Ground Lease Agreement, Cabazon Communication Site

The Riverside County's Facilities Management's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to:

Mail Stop #2600

Attention: Mike Sullivan, Senior Environmental Planner,
Facilities Management,

3133 Mission Inn Avenue, Riverside, CA 92507

If you have any questions, please contact Mike Sullivan at 955-8009 or email at msullivan@rivco.org.

Attachment

cc: file

SITE NUMBER: IE04427A
SITE NAME: Cabazon Water District Site

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Agreement") dated September 14, 2021, is between COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County") whose address is 3133 Mission Inn Avenue, Riverside, CA 92507 and T-Mobile West LLC, a Delaware Limited Liability Company ("Lessee") whose address is 12920 SE 38th Street, Bellevue, WA 98006.

The parties hereto agree as follows:

1. Premises. County represents that it owns the real property legally described in Exhibit "A" commonly known as 50256 Main Street, Cabazon, CA 92230 Assessor's Parcel Number: 526-030-029 (formerly Assessor's Parcel Number: 526-023-018 and 019). Subject to the following terms and conditions, County leases to Lessee that portion of County's property ("Property") legally described in Exhibit "B" and depicted in Exhibit "C", consisting of an area of 66 sq ft), along with easements for ingress and egress and utilities, the ("Premises"). Leasing said real property is in the public interest and the use thereof will not substantially conflict or interfere with County's use of its own electronic communications equipment nearby.

2. Use. The Premises may be used by Lessee for any lawful activity in connection with Lessee's nearby communications facilities and the construction, maintenance and operation related to back-up power generator. County agrees, at no expense to County, to cooperate with Lessee, in making Lessee's application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.

3. Term. The term of this Agreement ("Term") shall be five (5) years commencing on the Commencement Date (as hereinafter defined). This Agreement shall commence based upon the date Lessee is granted a building permit by the governmental agency charged with issuing such permits, or the date of full execution of this Agreement by the Parties, whichever is later. In the event the date at which Lessee is granted a building permit or the date of full execution of this Agreement, whichever is applicable, falls between the 1st and 15th of the month, this Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then this Agreement shall commence on the 1st day of the following month (either, the "Commencement Date").

Lessee shall have the right to extend the Term of this Agreement for two (2) additional terms of five (5) years each (each, a "Renewal Term"). The Renewal Terms shall be on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for the Renewal Terms unless Lessee notifies County in writing of Lessee's intention not to extend this Agreement at least thirty (30) days prior to the expiration of the Term or then-current Renewal Term.

4. Rent.

(a) Commencing on the Commencement Date, Lessee shall pay County, as rent, the sum of Six Hundred Fifty and 00/100 Dollars (\$650.00) ("Rent") per month. Rent shall be payable on the 1st day of each month, in advance, to County at County's address specified in Paragraph 19(a) of this Agreement. County and Lessee acknowledge and agree that initial Rent payment(s) shall not actually be sent by Lessee until thirty (30) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is April 1, Lessee shall send to County the Rent payments for April 1 and May 1 by May 1.

(b) Beginning on the first annual anniversary of the Commencement Date, and on each anniversary thereafter, monthly Rent shall increase by three percent (3%) over the previous year's Rent.

(c) Upon agreement of the parties, Lessee may pay Rent by electronic funds transfer and in such event, County agrees to provide to Lessee bank routing information for such purpose upon request of Lessee.

SITE NUMBER: IE04427A
SITE NAME: Cabazon Water District Site

(f) Lessee shall fully and timely pay for all utilities furnished to the Premises for the use, operation and maintenance of Lessee's Facilities.

(g) Upon the expiration, cancellation or termination of this Agreement, Lessee shall within ninety (90) days thereafter, surrender the Premises to County in good condition, less ordinary wear and tear. If applicable, Lessee shall perform all necessary affirmative actions to memorialize the expiration, cancellation or termination of this Agreement, including delivering to County an executed Quitclaim Deed and/or Memorandum of Termination of Lease to be recorded in the County of Riverside Clerk/Recorder's Office to provide constructive notice thereof.

Notwithstanding anything to the contrary in this Agreement, Lessee (or its successors or assigns) shall remove Lessee's Facilities completely from County's Property in the event of an Abandonment of Lessee's Facilities. ("Abandonment of Lessee's Facilities" shall have the meaning provided in County of Riverside Ordinance No. 348.4090 ["Ordinance"]). If Lessee fails to so remove Lessee's Facilities, County may do so at Lessee's expense as provided in the Ordinance.

6. Maintenance, Repairs Right to Enter

(a) Lessee shall at all times from and after the Commencement Date, at its own cost and expense, properly mark and identify Lessee's equipment, lines and antennas. Lessee shall maintain the Premises and all of Lessee's equipment and improvements in reasonably clean and good condition and in reasonably safe operating order.

(b) If Lessee refuses or neglects to maintain the Premises, or any part thereof, in the condition required hereunder, County shall have the right, upon giving Lessee at least ten (10) days written notice of its election to do so, to perform such maintenance on behalf of and for the account of Lessee; provided, however, at no time shall County be permitted to touch, tamper with, alter or remove any of Lessee's antennas, transmission lines, equipment or related appurtenances on the Premises or access any equipment cabinets on the Premises. If County makes or causes any such maintenance to be made or performed, as provided for herein, Lessee shall pay the reasonable cost thereof to County within thirty (30) days after Lessee's receipt of an invoice therefore. The invoice shall be accompanied by reasonable supporting documentation.

(c) Lessee shall, upon prior notice and in the presence of a Lessee representative, permit County, or its authorized representatives, to enter the Premises at all times during County's regular business hours to inspect the same, and to perform any work therein (a) that may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, (b) that County may deem necessary in County's reasonable discretion, to prevent waste or deterioration in connection with the Premises if Lessee does not make, or cause to be made, such repairs or perform, or cause to be performed, such work promptly after receipt of written demand from County, and (c) that County may deem reasonably necessary in connection with the expansion, reduction, remodeling, protection or renovation of any County-constructed or owned facilities on or off of the Premises. Nothing herein contained shall imply any duty on the part of County to do any such work which, under any provision of this Agreement, Lessee may be required to do, nor shall County's performance of any repairs on behalf of Lessee constitute a waiver of Lessee's default in failing to do the same. No exercise by County of any rights herein reserved shall entitle Lessee to any compensation, damages or abatement of rent from County for any injury or inconvenience occasioned thereby, unless the damage is caused by County's negligence or misconduct.

7. Interference with Communications.

(a) Lessee agrees not to cause interference to the radio frequency communication operations of County, County's tenants, or anyone holding an agreement with County to operate on the Property, so long as equipment utilized in such operations is installed prior to the date of this Agreement and operated in accordance with applicable laws and regulations.

(b) After the execution of this Agreement, County shall not install or modify, or permit the installation or modification of, any equipment such that it will interfere with or restrict the operations of Lessee. Such interference shall be deemed a material breach of this Agreement by County. Should County have knowledge of any interference (actual or contemplated) or should any such interference occur, County shall promptly take all necessary action, at no cost to Lessee, to eliminate the cause of said interference, including, if necessary removing, or causing any tenant to remove, equipment creating said interference.

(c) Lessee shall operate its facilities in compliance with all applicable Federal Communications Commission ("FCC") regulations and in accordance with the Lessee supplied Exhibit "D," Technical Data Sheet, attached.

8. Taxes. Lessee shall pay any personal property taxes assessed against Lessee's Facilities and County shall pay when due, all real property taxes and all other taxes, fees and assessments attributable to the Premises or this Agreement, only for so long as this Agreement has not expired of its own terms or is not terminated by either party. County hereby grants to Lessee the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of County and/or Lessee, any personal property or real property tax assessments that may affect Lessee. If County receives notice of any personal property or real property tax assessment against County, which may affect County and is directly attributable to Lessee's Facilities, County shall provide timely notice of the assessment to Lessee sufficient to allow County to consent to or challenge such assessment. Further, County shall provide to Lessee any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Paragraph 8. Lessee recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Lessee may be subject to the payment of property taxes levied on such interest.

9. Termination.

(a) This Agreement, in addition to any other remedies which may be pursued in law or in equity, may be terminated by either party upon a material default of any covenant, condition, or term hereof by the other party, which default is not cured within thirty (30) days after receipt of written notice of default, provided, both County and Lessee shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the cure commences within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.

(b) This Agreement may also be terminated by Lessee without further liability on sixty (60) days prior written notice if Lessee: (i) is unable to reasonably obtain or maintain any certificate, license, permit, authority or approval from any governmental authority, thus, restricting Lessee from installing, removing, replacing, maintaining or operating Lessee's Facilities or using the Premises in the manner described in Paragraph 2 above; or (ii) determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength, coverage or interference. Lessee shall be permitted to terminate this Agreement for any other reason in Lessee's sole discretion upon prior written notice to County, together with the payment to County of a one-time termination fee in an amount equal to three (3) months of the then-current Rent due under this Agreement at the time of the termination (the "Termination Fee"), which Termination Fee shall be paid to County within thirty (30) days after Lessee's written notice of termination.

10. Destruction of Premises. If the Premises are destroyed or damaged, to the extent that the Premises are unusable by Lessee in Lessee's judgment, County shall make available to Lessee within five (5) days, a temporary site on the Property, which in Lessee's sole discretion is equally suitable for Lessee's use. Lessee may construct, operate, and maintain substitute Lessee's Facilities thereon until Lessee's Facilities are fully restored and operational on the Premises. In the event a temporary site is not available and Lessee is unable to operate Lessee's Facilities on the Property, Rent shall abate in full until such time that Lessee's Facilities are fully restored and operational on the Premises. Alternatively, Lessee may elect to terminate this Agreement as of the date of the damage or destruction by notifying County in writing within thirty (30) days following the date of damage or destruction. Notwithstanding the

foregoing, Lessee shall be permitted to bring a temporary cell site on wheels onto the Property during any such time that Lessee's Facilities are non-operational pursuant to this Paragraph.

11. Condemnation. If a condemning authority takes all or a portion of the Property, which in Lessee's opinion is sufficient to render the Premises unsuitable for Lessee's use, then Lessee may terminate this Agreement as of the date when possession is delivered to the condemning authority.

12. Insurance. Without limiting or diminishing Lessee's obligation to indemnify or hold the County harmless, Lessee shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Lease.

(a) Workers' Compensation: If the Lessee has employees as defined by the State of California, the Lessee shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per accident; \$1,000,000 disease-each employee; \$1,000,000 disease-policy limit. The policy shall include a waiver of subrogation in favor of The County of Riverside.

(b) Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Lessee's performance of its obligations hereunder. Policy shall include the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, and employees, elected or appointed officials, or representatives as an Additional Insured as their interest may appear under this Lease. Policy's limit of liability shall be \$1,000,000 per occurrence combined single limit for bodily injury and property damage and \$2,000,000 general aggregate.

(c) Commercial Automobile Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Lease, then Lessee shall maintain commercial automobile liability insurance for all owned, non-owned or hired vehicles so used in the amount of \$1,000,000 combined single limit each accident for bodily injury and property damage. Policy shall include the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, and employees, elected or appointed officials, or representatives as an Additional Insured as their interest may appear under this Lease.

(d) General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A-: VII (A-:7) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2. Lessee shall cause Lessee's insurance carrier(s) to furnish the County of Riverside with a properly executed original Certificate(s) of Insurance and blanket additional insured Endorsements effecting coverage as required herein. If any claim made by the County is rejected by Lessee's insurance company, the County shall have the right to view a complete, certified copy of the applicable policy in the presence of a Lessee representative at a mutually agreeable location, subject to the County executing a non-disclosure agreement. In the event of a material modification, cancellation, or reduction in coverage below the required minimums, this Lease shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and blanket additional insured endorsements evidencing that coverage's set forth herein and the insurance required herein is in full force and effect. Lessee shall not commence operations until the County has been furnished original Certificate(s) of Insurance and blanket additional insured endorsements. Any individual authorized by the insurance carrier to do so on its behalf shall sign the Certificate of Insurance.

3. It is understood and agreed to by the parties hereto that the Lessee's insurance shall be construed as primary insurance as relates to Lessee's operations, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory in this respect.

4. If, during the term of this Lease or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Lease, including any extensions thereof, exceeds five (5) years, the County reserves the right to adjust the types of insurance required under this Lease and the monetary limits of liability for the insurance coverage's currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Lessee has become inadequate.

5. Lessee shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Lease.

6. The insurance requirements contained in this Lease may be met with a program(s) of self-insurance acceptable to the County.

7. Lessee agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Lease.

13. Assignment and Subleasing. Lessee shall not have the right to assign, mortgage, hypothecate or otherwise transfer in any manner this Agreement or sublease the Premises and its rights herein, in whole or in part, without County's consent, which consent will not be unreasonably withheld; provided however, that Lessee may assign without County's consent its interest to Lessee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder. Lessee shall give County notice within thirty (30) days after the effective date of any such assignment. Upon written consent of County of such third party assignment, Lessee will be relieved of all future performance, liabilities and obligations under this Agreement. Assignee shall be bound to all of Lessee's liabilities and obligations of this Agreement.

Lessee shall not permit the installation or modification by any subtenants of any equipment such that it will interfere with or restrict the operations of County at the Property. Such interference shall be deemed a material breach of this Agreement by Lessee. Should Lessee have knowledge of any interference (actual or contemplated) or should any such interference occur, Lessee shall promptly take all necessary action, at no cost to County, to eliminate the cause of said interference, including, if necessary removing, or causing any subtenant to remove, the equipment creating said interference.

14. Title and Quiet Enjoyment.

(a) County represents and warrants that it has full right, power, and authority to execute this Agreement. County further warrants that Lessee shall have quiet enjoyment of the Premises during the Term of this Agreement and all Renewal Terms. County hereby represents and warrants that it has obtained all necessary approvals and consents, and has taken all necessary action to enable County to enter into this Agreement and allow Lessee to install and operate Lessee's Facilities on the Premises, including without limitation, approvals and consents as may be necessary from other tenants, licensees and occupants of the Property.

(b) Lessee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Lessee, such title report shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the

Premises, Lessee shall have the right to terminate this Agreement immediately upon written notice to County.

15. Repairs. Lessee shall not be required to make any repairs to the Premises except for damages to the Premises caused by Lessee, its employees, agents, contractors or subcontractors.

16. Environmental. During the term of this Agreement and any extensions thereof, Lessee shall not violate any federal, state or local law, or ordinance or regulation, relating to industrial hygiene or to the environmental condition on, under or about the Premises, in connection with Lessee's operation thereon, including, but not limited to, soil and groundwater conditions. Further, Lessee, its tenants, successors or assigns, shall not use, generate, manufacture, produce, store or dispose of on, under or about the Premises or transport to or from the Premises any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, "hazardous materials") except for those contained in its back-up power batteries (lead-acid batteries), fuel for the emergency generator and common materials used in telecommunications operations, e.g. cleaning solvents. Lessee will treat all hazardous materials brought onto the Premises by it in accordance with all federal, state and local laws and regulations. For the purpose of this Agreement, hazardous materials shall include, but not be limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as "hazardous wastes" in Section 25117 of the California Health and Safety Code or as "hazardous substances" in Section 25316 of the California Health and Safety Code; and in the regulations adopted in publications promulgated pursuant to said laws. County does not represent that the Premises have not been used for the generation, storage, treatment or disposal of hazardous materials, hazardous substances or hazardous wastes. In addition, County does not represent that no hazardous materials, hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks are located on the Premises. County agrees that it will not use, generate, store or dispose of any hazardous material on, under, about or within the Premises in violation of any land fill law or regulation. County and Lessee each agree to defend and indemnify the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) to the extent arising from any breach of any warranty or agreement contained in this Paragraph.

17. Hold Harmless/Indemnification. Lessee shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any negligent services of Lessee, its officers, employees, sublessees, agents or representatives to the extent arising out of or in any way relating to this Lease, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the negligent performance of Lessee, its officers, employees, sublessees, agents or representatives under this Lease, except to the extent caused by the negligence or willful misconduct of County and the Indemnitees. Lessee shall defend, at its sole expense, all costs and fees including, but not limited, to attorneys' fees, costs of investigation, defense and settlements or awards, incurred by the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Lessee, Lessee shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Lessee's indemnification to the Indemnitees as set forth herein.

Lessee's obligation hereunder shall be satisfied when Lessee has provided to County the appropriate form of dismissal or settlement or other agreement relieving County from any liability for the action or claim involved.

SITE NUMBER: IE04427A
SITE NAME: Cabazon Water District Site

The specified insurance limits required in this Lease shall in no way limit or circumscribe Lessee's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve Lessee from indemnifying the Indemnitees to the fullest extent allowed by law.

18. Limitation of Liability. Except for indemnification obligations herein, neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

19. Miscellaneous.

(a) Notices shall be in writing and shall be delivered to:

Lessee:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/IE04427A

County:

County of Riverside
Facilities Management
Real Estate Division
3133 Mission Inn Avenue
Riverside, California 92507
Re: MU

or to the address specified in the most recent written notice of any change in address. Delivery of notices shall be made by hand, U.S. mail return receipt requested or reliable overnight courier. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

(b) This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the parties hereto.

(c) If Lessee is to pay Rent to a payee other than County, County shall notify Lessee of the payee's name and address in writing at least thirty (30) days before the next Rent payment due date.

(d) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(e) This Agreement shall be governed under California law, and be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(f) Upon request either party may require that a Memorandum of Agreement be recorded confirming the (i) term commencement, (ii) expiration date of the Term, and (iii) the duration of any Renewal Terms.

SITE NUMBER: IE04427A

SITE NAME: Cabazon Water District Site

(g) This Agreement constitutes the entire agreement between the parties, and supersedes all understandings, offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments, modifications or waivers of any of the terms and conditions of this Agreement must be in writing and executed by both parties.

(h) The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the parties. Each of the parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such party has the full right, power and authority to enter into and execute this Agreement on such party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. They shall not affect or be utilized in the construction or interpretation of this Agreement. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

[Signatures to appear on following page]

SITE NUMBER: IE04427A
SITE NAME: Cabazon Water District Site

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

Date: 09-14-2021

LESSOR:

LESSEE:

COUNTY OF RIVERSIDE, a political subdivision of the State of California

T-Mobile West LLC, a Delaware Limited Liability Company

By: Karen S. Spiegel
Karen Spiegel, Chairwoman
Board of Supervisors

By: [Signature]
Name: STAN FLETCHER
Title: DIRECTOR LAW OFFICE
Date: 5/25/2021

County of Riverside Tax ID#: 95-6000930

ATTEST:

Kecia Harper
Clerk of the Board

By: [Signature]
Deputy

T-Mobile Legal Approval By:

Lois Duman



APPROVED AS TO FORM:

Gregory P. Priamos, County Counsel

By: [Signature]
Deputy County Counsel

SITE NUMBER: IE04427A
SITE NAME: Cabazon Water District Site

EXHIBIT "A"
COUNTY'S PROPERTY

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 1:

Lot 163 of Cabazon Rancho Subdivision No. 2, in the County of Riverside, State of California, as shown by Map on file in Book 8, Page 63 of Maps, Records of Riverside County, California.

Excepting therefrom the Westerly 20 feet thereof.

Parcel 2:

The Westerly 20 feet of Lot 163 and the Easterly 40 feet of Lot 164 of Cabazon Rancho Subdivision No. 2, in the County of Riverside, State of California, as per Map recorded in Book 8, Page 63 of Maps, in the Office of the County Recorder of said County.

[APN'S 526-023-018 and 019]

SITE NUMBER: IE04427A
SITE NAME: Cabazon Water District Site

EXHIBIT "B"

DESCRIPTION OF THE PREMISES

T-MOBILE EQUIPMENT LEASE SPACE DESCRIPTION:

A STRIP OF LAND FOR THE PURPOSES OF T-MOBILE FACILITY LEASE SPACE MORE PARTICULARLY DESCRIBED TO WIT:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 163 AS SHOWN ON THAT MAP CABAZON RANCHO SUBDIVISION NO. 2 FILED IN RIVERSIDE COUNTY RECORDS ON FEBRUARY 12 1912 IN MAP BOOK 8, PAGE 63;
THENCE NORTH 00°01'30" WEST A DISTANCE OF 127.08 FEET;
THENCE NORTH 90°00'00" WEST A DISTANCE OF 74.15 FEET TO THE TRUE POINT OF BEGINNING:

THENCE NORTH 00°56'38" WEST A DISTANCE OF 12.92 FEET;
THENCE NORTH 90°00'00" EAST A DISTANCE OF 5.08 FEET;
THENCE SOUTH 00°56'38" EAST A DISTANCE OF 12.92 FEET, ON AND ALONG THE PRECEDING WESTERLY FENCE COURSE;
THENCE NORTH 90°00'00" WEST A DISTANCE OF 5.08 FEET AND BEING THE TERMINUS OF THE SAID LEASE SPACE.

CONTAINING 66.00 SQUARE FEET MORE OR LESS.

SITE NUMBER: IE04427A
SITE NAME: Cabazon Wat

EXHIBIT "B"

DEPICTION OF THE PREMISES

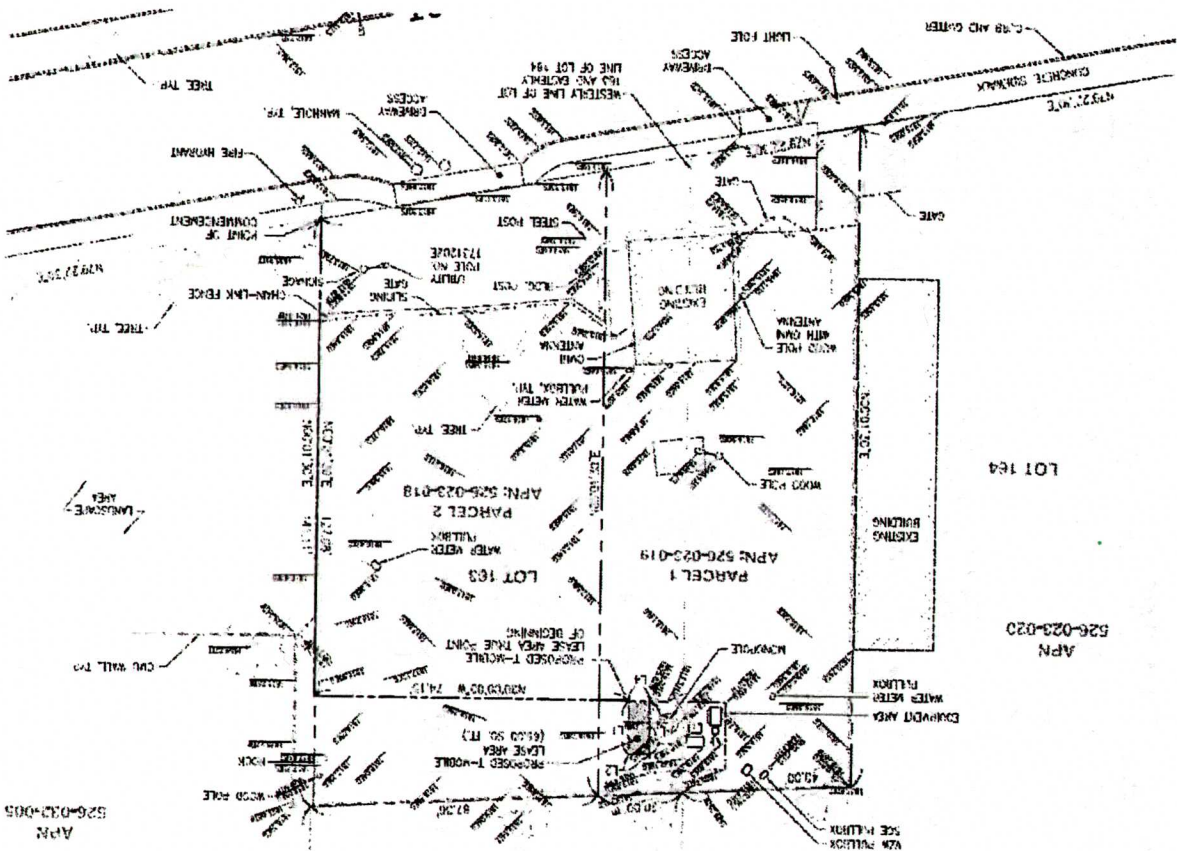


EXHIBIT B

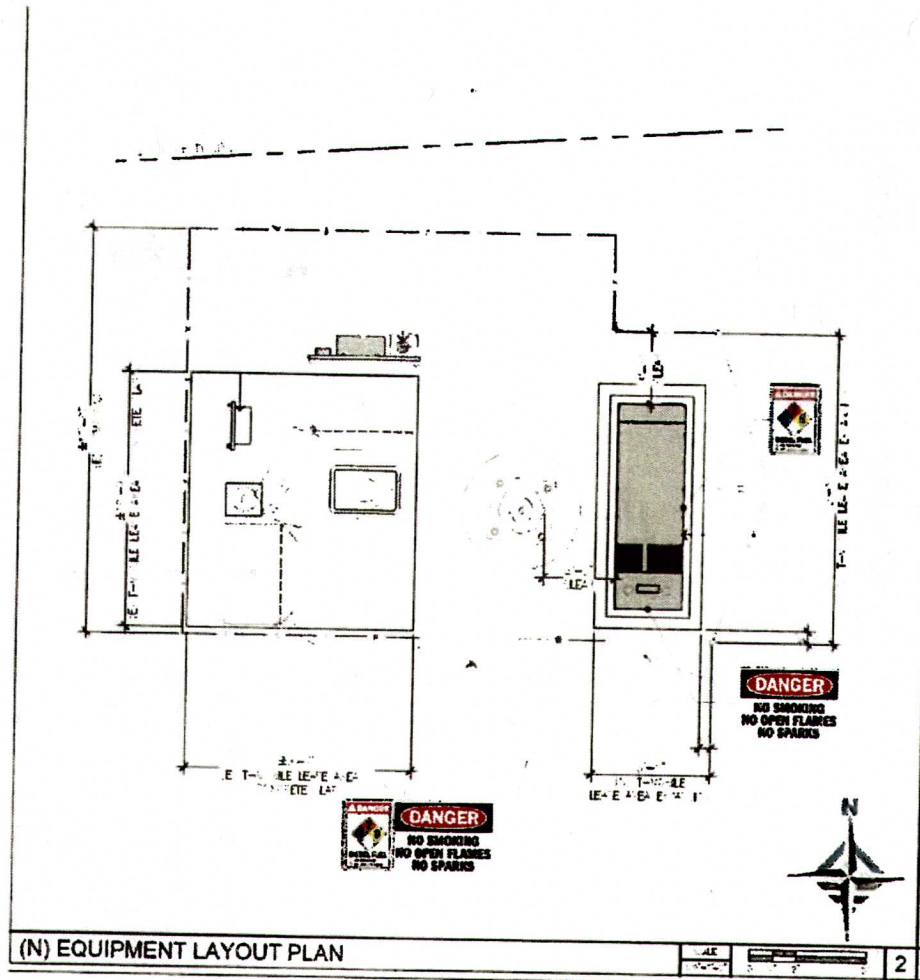


EXHIBIT C

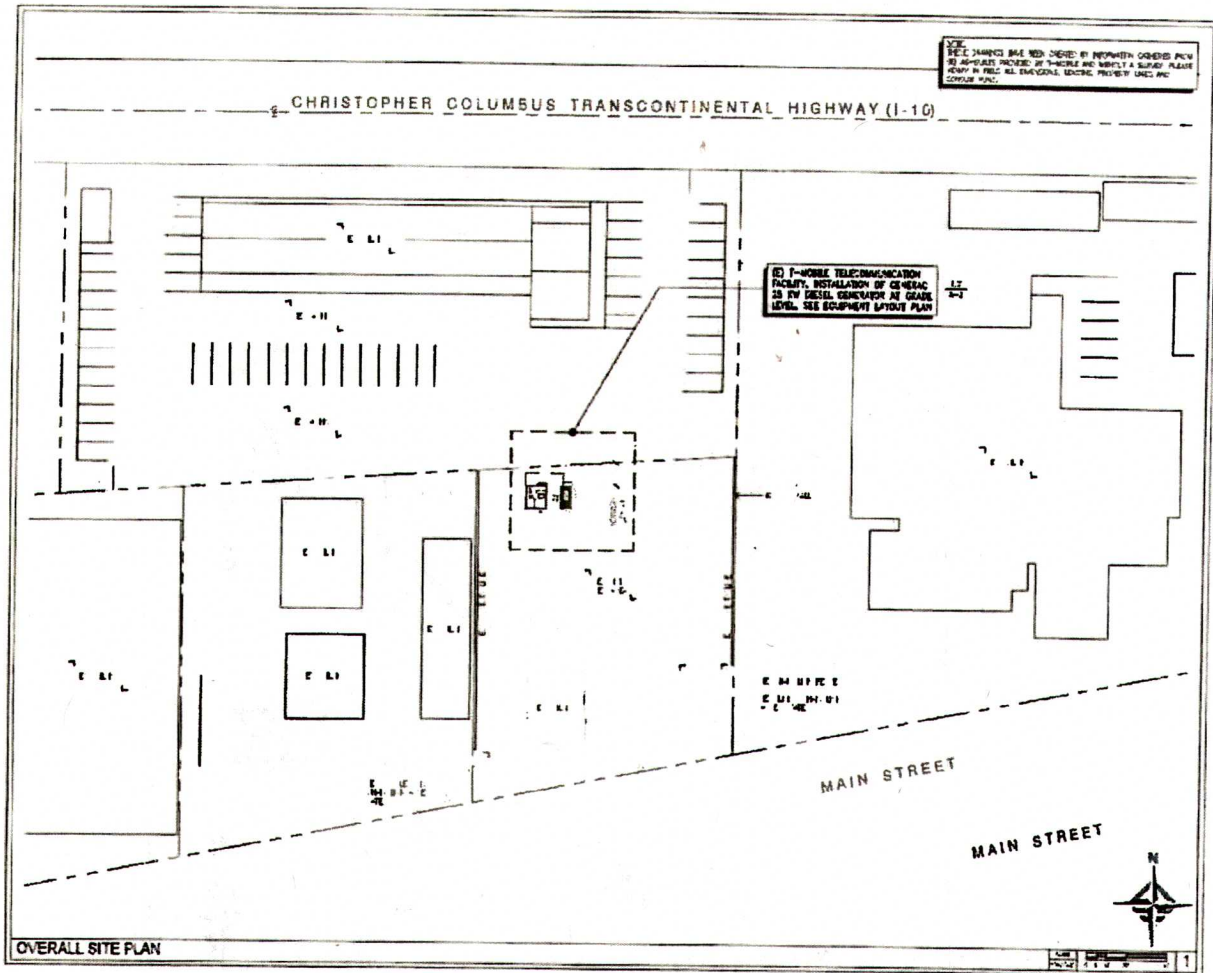


EXHIBIT C-1

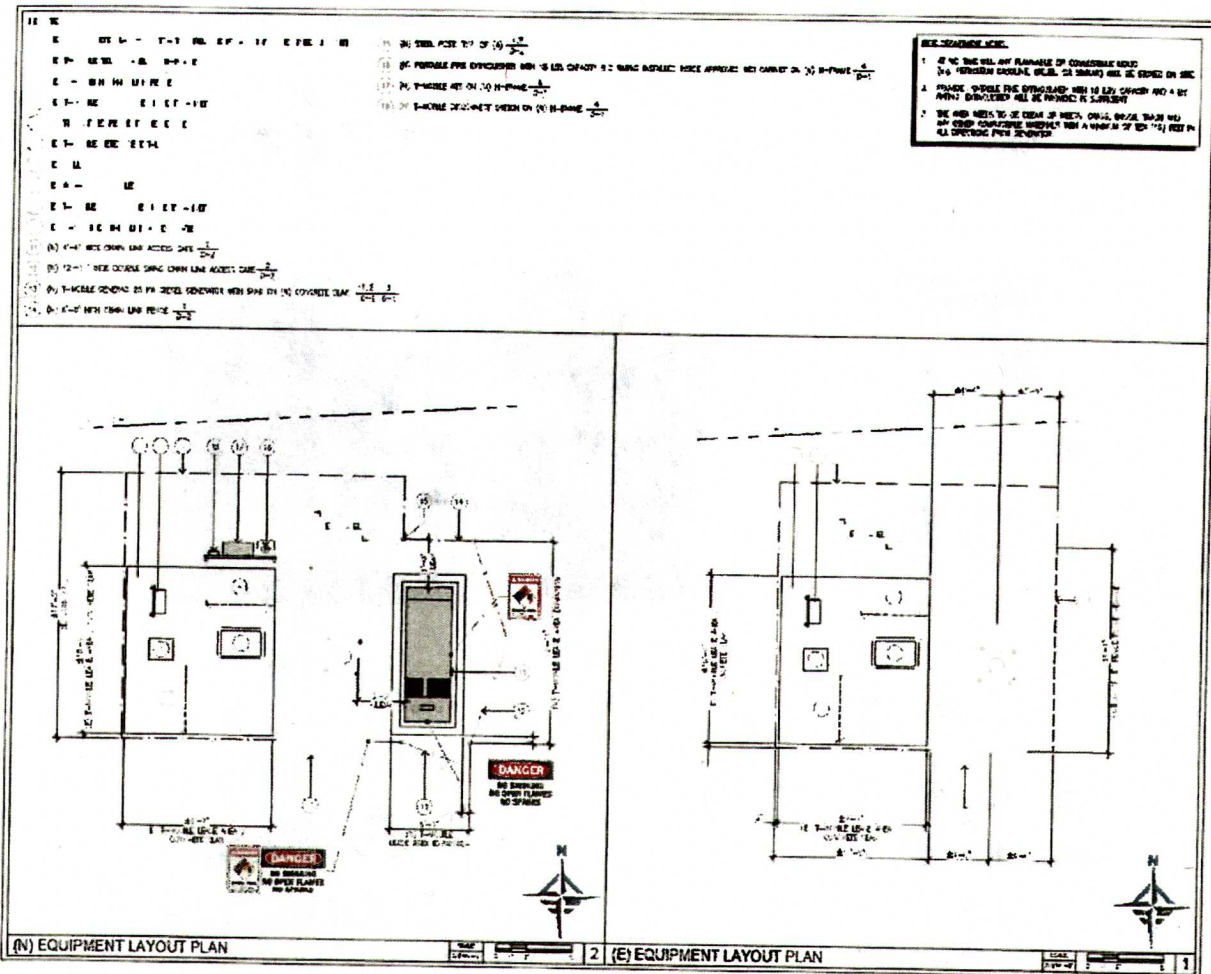


EXHIBIT D

SD025 | 2.2L | 25 kW
INDUSTRIAL DIESEL GENERATOR SET
 EPA Certified Steady State Emergency

GENERAC INDUSTRIAL

Standby Power Rating
 25 kW, 32 kVA, 60 Hz

Prime Power Rating*
 23 kW, 28 kVA, 60 Hz



*EPA Certified Prime design set not available in the U.S. or its Territories

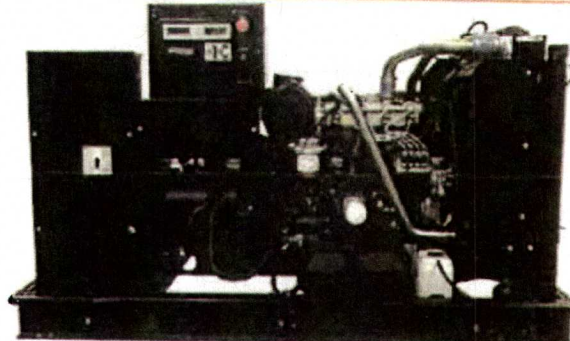


Image used for identification purposes only

Codes and Standards

Not all codes and standards apply to all configurations. Contact factory for details.

	UL2200, UL6200, UL1236, UL489, UL142
	CSA C22.2, ULC S601
	BS5514 and DIN 6271
	SAE J1349
	NFPA 37, 70, 99, 110
	NEC700, 701, 702, 708
	ISO 3046, 7637, 8528, 9001
	NEMA ICS10 MG1, 250, ICS6, AB1
	ANSI C62.41

Powering Ahead

For over 60 years, Generac has provided innovative design and superior manufacturing.

Generac ensures superior quality by designing and manufacturing most of its generator components, including alternators, enclosures and base tanks, control systems and communications software.

Generac gensets utilize a wide variety of options, configurations and arrangements, allowing us to meet the standby power needs of practically every application.

Generac searched globally to ensure the most reliable engines power our generators. We choose only engines that have already been proven in heavy-duty industrial applications under adverse conditions.

Generac is committed to ensuring our customers' service support continues after their generator purchase.

SP100 SHEET
1 of 8

SD025 | 2.2L | 25 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

GENERAC | INDUSTRIAL

STANDARD FEATURES

ENGINE SYSTEM

- Oil Drain Extension
- Air Cleaner
- Level 1 Fan and Belt Guards (Open Set Only)
- Stainless Steel Flexible Exhaust Connection
- Factory Filled Oil and Coolant
- Radiator Dust Adapter (Open Set Only)
- Critical Silencer (Enclosed Units Only)
- Engine Coolant Heater
- Level 1 Fan and Belt Guards (Open Set Only)

FUEL SYSTEM

- Fuel Lockoff Solenoid
- Primary Fuel Filter

COOLING SYSTEM

- Closed Coolant Recovery System
- UV/Ozone Resistant Hoses
- Factory-Installed Radiator
- Radiator Drain Extension
- 50/50 Ethylene Glycol Antifreeze

ELECTRICAL SYSTEM

- Battery Charging Alternator
- Battery Cables
- Battery Tray
- Rubber-Booted Engine Electrical Connections
- Solenoid Activated Starter Motor

ALTERNATOR SYSTEM

- UL2200 GENprotect™
- Class H Insulation Material
- 2/3 Pitch
- Skewed Stator
- Brushless Excitation
- Sealed Bearing
- Rotor Dynamically Spin Balanced
- Amortisseur Winding (3-Phase Only)
- Full Load Capacity Alternator
- Protective Thermal Switch

GENERATOR SET

- Internal Genset Vibration Isolation
- Separation of Circuits - High/Low Voltage
- Separation of Circuits - Multiple Breakers
- Wrapped Exhaust Piping
- Standard Factory Testing
- 2 Year Limited Warranty (Standby Rated Units)
- 1 Year Limited Warranty (Prime Rated Units)
- Silencer Mounted in the Discharge Hood (Enclosed Units Only)

ENCLOSURE (If Selected)

- Rust-Proof Fasteners with Nylon Washers to Protect Finish
- High Performance Sound-Absorbing Material (Sound Attenuation Enclosures)
- Gasketed Doors
- Upward Facing Discharge Hoods (Radiator and Exhaust)
- Stainless Steel Lift Off Door Hinges
- Stainless Steel Lockable Handles
- RhinoCoat™ - Textured Polyester Powder Coat Paint

FUEL TANKS (If Selected)

- UL 142/ULC 5601
- Double Wall
- Normal and Emergency Vents
- Sloped Top
- Sloped Bottom
- Factory Pressure Tested
- Rupture Basin Alarm
- Fuel Level
- Check Valve in Supply and Return Lines
- RhinoCoat™ - Textured Polyester Powder Coat Paint
- Stainless Steel Hardware

CONTROL SYSTEM



Digital H Control Panel- Dual 4x20 Display

Program Functions

- Programmable Crank Limiter
- 7-Day Programmable Exerciser
- Special Applications Programmable Logic Controller
- RS-232/485 Communications
- All Phase Sensing Digital Voltage Regulator
- 2-Wire Start Capability
- Date/Time Fault History (Event Log)
- Isochronous Governor Control
- Waterproof/Sealed Connectors
- Audible Alarms and Shutdowns
- Not in Auto (Flashing Light)

- Auto/Off/Manual Switch
- E-Stop (Red Mushroom-Type)
- NFPA110 Level I and II (Programmable)
- Customizable Alarms, Warnings, and Events
- Modbus® Protocol
- Predictive Maintenance Algorithm
- Sealed Boards
- Password Parameter Adjustment Protection
- Single Point Ground
- 16 Channel Remote Trending
- 0.2 msec High Speed Remote Trending
- Alarm Information Automatically Annihilated on the Display

Full System Status Display

- Power Output (kW)
- Power Factor
- kW Hours, Total, and Last Run
- Real/Reactive/Apparent Power
- All Phase AC Voltage
- All Phase Currents
- Oil Pressure
- Coolant Temperature
- Coolant Level
- Engine Speed
- Battery Voltage
- Frequency

Alarms and Warnings

- Oil Pressure
- Coolant Temperature
- Coolant Level
- Engine Overspeed
- Battery Voltage
- Alarms and Warnings Time and Date Stamped
- Snap Shots of Key Operation Parameters During Alarms and Warnings
- Alarms and Warnings Spelled Out (No Alarm Codes)

SD025 | 2.2L | 25 kW
INDUSTRIAL DIESEL GENERATOR SET
 EPA Certified Stationary Emergency

GENERAC | INDUSTRIAL

CONFIGURABLE OPTIONS

ENGINE SYSTEM

- Oil Heater
- Critical Silencer (Open Set Only)
- Radiator Stone Guard
- Level 1 Fan and Belt Guards (Enclosed Units Only)

FUEL SYSTEM

- NPT Flexible Fuel Line

ELECTRICAL SYSTEM

- 10A UL Listed Battery Charger
- Battery Warmer

ALTERNATOR SYSTEM

- Alternator Upgrading
- Anti-Condensation Heater
- Tropical Coating
- Permanent Magnet Excitation

GENERATOR SET

- Extended Factory Testing
- 8 Position Load Center
- Pad Vibration Isolation

CIRCUIT BREAKER OPTIONS

- Main Line Circuit Breaker
- 2nd Main Line Circuit Breaker
- Shunt Trip and Auxiliary Contact
- Electronic Trip Breakers

ENCLOSURE

- Weather Protected Enclosure
- Level 1 Sound Attenuation
- Level 2 Sound Attenuation
- Level 2 Sound Attenuation with Motorized Dampers
- Steel Enclosure
- Aluminum Enclosure
- Up to 200 MPH Wind Load Rating (Contact Factory for Availability)
- AC/DC Enclosure Lighting Kit
- Door Open Alarm Switch
- Enclosure Heater (with Motorized Dampers)

WARRANTY (Standby Gensets Only)

- 2 Year Extended Limited Warranty
- 5 Year Limited Warranty
- 5 Year Extended Limited Warranty
- 7 Year Extended Limited Warranty
- 10 Year Extended Limited Warranty

CONTROL SYSTEM

- NFPA 110 Compliant 21-Light Remote Annunciator
- Remote Relay Assembly (8 or 16)
- Oil Temperature Indication and Alarm
- Remote E-Stop (Break Glass-Type, Surface Mount)
- Remote E-Stop (Red Mushroom-Type, Surface Mount)
- Remote E-Stop (Red Mushroom-Type, Flush Mount)
- 100 dB Alarm Horn
- Ground Fault Annunciation
- 120V GFCI and 240V Outlets
- Remote Communication - Modem
- 10A Engine Run Relay
- Damper Alarm Contacts (with Motorized Dampers)

FUEL TANKS (Size On Last Page)

- 8 in (203.2 mm) Fill Extension
- 13 in (330.2 mm) Fill Extension
- 19 in (482.6 mm) Fill Extension
- Overfill Protection Valve
- 5 Gallon Spill Box Return Hose
- 5 Gallon Spill Box
- Tank Risers
- Fuel Level Switch and Alarm
- 12" Vent System
- Fire Rated Stainless Steel Fuel Hose

ENGINEERED OPTIONS

ENGINE SYSTEM

- Coolant Heater Isolation Ball Valves
- Fluid Containment Pan

CONTROL SYSTEM

- Spare Inputs (x4) / Outputs (x4)
- Battery Disconnect Switch

ALTERNATOR SYSTEM

- 3rd Breaker System

GENERATOR SET

- Special Testing

FUEL TANKS

- UL2085 Tank
- Stainless Steel Tanks
- Special Fuel Tanks
- Vent Extensions

EXHIBIT D-3

SD025 | 2.2L | 25 kW
INDUSTRIAL DIESEL GENERATOR SET
 EPA Certified Stationary Emergency

GENERAC | **INDUSTRIAL**

APPLICATION AND ENGINEERING DATA

ENGINE SPECIFICATIONS

General		Cooling System	
Make	Perkins	Cooling System Type	Closed Recovery
EPA Emissions Compliance	Stationary Emergency	Water Pump Type	Pre-Lubed, Self Sealing
EPA Emissions Reference	See Emission Data Sheet	Fan Type	Pusher
Cylinder #	4	Fan Speed - RPM	1,950
Type	In-Line	Fan Diameter - in (mm)	18 (457.2)
Displacement - in ³ (L)	135 (2.22)	Fuel System	
Bore - in (mm)	3.3 (84)	Fuel Type	Ultra Low Sulfur Diesel Fuel
Stroke - in (mm)	3.9 (100)	Fuel Specifications	ASTM
Compression Ratio	23.9:1	Fuel Filtering (Microns)	5
Intake Air Method	Turbocharged	Fuel Inject Pump	Distribution Injection Pump
Cylinder Head	Cast Iron	Fuel Pump Type	Engine Driven Gear
Piston Type	Aluminum	Injector Type	Mechanical
Crankshaft Type	Forged Steel	Fuel Supply Line - in (mm)	0.21 (7.94) ID
Engine Governing		Fuel Return Line - in (mm)	0.19 (4.76) ID
Governor	Electronic Isochronous	Engine Electrical System	
Frequency Regulation (Steady State)	±0.5%	System Voltage	12 VDC
Lubrication System		Battery Charger Alternator	Standard
Oil Pump Type	Gear	Battery Size	See Battery Index 0161970SBY
Oil Filter Type	Full-Flow Cartridge	Battery Voltage	12 VDC
Crankcase Capacity - qt (L)	9.3 (10.8)	Ground Polarity	Negative

ALTERNATOR SPECIFICATIONS

Standard Model	RD025124YE1	Standard Excitation	Synchronous Brushless
Poles	4	Bearings	Single Sealed
Field Type	Revolving	Coupling	Direct via Flexible Disc
Insulation Class - Rotor	H	Load Capacity - Standby	100%
Insulation Class - Stator	H	Prototype Short Circuit Test	Yes
Total Harmonic Distortion	<5% (3-Phase Only)	Voltage Regulator Type	Digital
Telephone Interference Factor (TIF)	<50	Number of Sensed Phases	All
		Regulation Accuracy (Steady State)	±0.25%

SPEC SHEET

EXHIBIT D-4

SD025 | 2.2L | 25 kW
INDUSTRIAL DIESEL GENERATOR SET
 EPA Certified Stationary Emergency

GENERAC | INDUSTRIAL

OPERATING DATA

POWER RATINGS

Standby		
Single-Phase 120/240 VAC @1.0pf	25 kW	Amps: 104
Three-Phase 120/208 VAC @0.8pf	25 kW	Amps: 87
Three-Phase 120/240 VAC @0.8pf	25 kW	Amps: 75
Three-Phase 277/480 VAC @0.8pf	25 kW	Amps: 38
Three-Phase 346/600 VAC @0.8pf	25 kW	Amps: 30

MOTOR STARTING CAPABILITIES (skVA)

skVA vs. Voltage Dip					
120/240 VAC 1Ø	30%	277/480 VAC 3Ø	30%	208/240 VAC 3Ø	30%
A00250-4-4N21	12	K002512-4Y21	38	K002512-4Y21	28
A00350-4-4N21	20	K003512-4Y21	61	K003512-4Y21	48
A00400-4-4N21	24	K004012-4Y21	78	K004012-4Y21	58

FUEL CONSUMPTION RATES*

Fuel Pump Lift - ft (m)	Diesel - gph (Lph)	
	Percent Load	Standby
3 (1)	25%	0.9 (3.2)
	50%	1.2 (4.6)
	75%	1.6 (6.1)
	100%	2.1 (7.9)
Total Fuel Pump Flow (Combustion + Return) - gph (Lph)	16.6 (63)	

* Fuel supply installation must accommodate fuel consumption rates at 100% load.

COOLING

Standby		
Coolant Flow	gpm (Lpm)	48.9 (56.2)
Coolant System Capacity	gal (L)	2.5 (9.5)
Heat Rejection to Coolant	BTU/hr (kW)	119,400 (35)
Inlet Air	cfm (m³/min)	2,806 (79)
Maximum Operating Ambient Temperature	°F (°C)	122 (50)
Maximum Operating Ambient Temperature (Before Derate)	See Bulletin No. 0199250SSD	
Maximum Allowable Radiator Backpressure	in H ₂ O (kPa)	0.5 (0.12)

COMBUSTION AIR REQUIREMENTS

Standby	
Flow at Rated Power - cfm (m³/min)	87.9 (2.46)

ENGINE

Standby		
Rated Engine Speed	RPM	1,800
Horsepower at Rated kW**	hp	39
Piston Speed	ft/min (m/min)	1,181 (360)
BMEP	psi (kPa)	129.8 (894.6)

EXHAUST

Standby		
Exhaust Flow (Rated Output)	cfm (m³/min)	265 (7.5)
Max. Allowable Backpressure (Post Turbocharger)	in-Hg (kPa)	1.5 (5.1)
Exhaust Temperature (Rated Output)	°F (°C)	690 (365.5)

** Refer to "Emissions Data Sheet" for maximum bHP for EPA and SCAGMD permitting purposes.

Deration - Operational characteristics consider maximum ambient conditions. Derate factors may apply under atypical site conditions.
 Please contact a Generac Power Systems Industrial Dealer for additional details. All performance ratings in accordance with ISO3046, BS5514, ISO8528, and DIN6271 standards.
 Standby - See Bulletin 018750SSB
 Prime - See Bulletin 0187510SSB

EXHIBIT D-5

SD025 | 2.2L | 25 kW INDUSTRIAL DIESEL GENERATOR SET EPA Certified Stationary Emergency

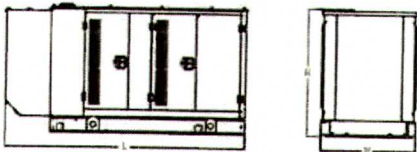
GENERAC® | INDUSTRIAL

DIMENSIONS AND WEIGHTS*



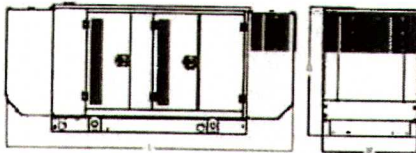
OPEN SET

Run Time - Hours	Usable Capacity - Gal (L)	L x W x H - in (mm)	Weight - lbs (kg)
No Tank	-	76.0 (1,930) x 37.4 (950) x 44.6 (1,139)	1,456 - 1,841 (661 - 745)
25	54 (204)	76.0 (1,930) x 37.4 (950) x 57.8 (1,468)	1,638 - 2,121 (879 - 963)
62	132 (500)	76.0 (1,930) x 37.4 (950) x 69.8 (1,773)	2,188 - 2,351 (993 - 1,067)
90	190 (719)	76.0 (1,930) x 37.4 (950) x 79.3 (2,014)	2,380 - 2,565 (1,081 - 1,165)
100	211 (799)	76.0 (1,930) x 37.4 (950) x 81.8 (2,078)	2,375 - 2,560 (1,078 - 1,162)
142	300 (1,136)	82.0 (2,080) x 37.4 (950) x 85.3 (2,167)	2,438 - 2,623 (1,106 - 1,190)



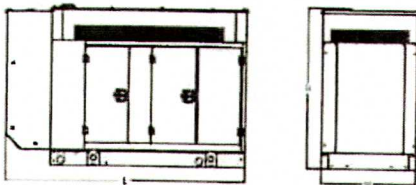
WEATHER PROTECTED ENCLOSURE

Run Time - Hours	Usable Capacity - Gal (L)	L x W x H - in (mm)	Weight - lbs (kg) Enclosure Only
No Tank	-	84.8 (2,169) x 38.0 (965) x 49.5 (1,258)	Steel Aluminum
25	54 (204)	84.8 (2,169) x 38.0 (965) x 62.5 (1,588)	
62	132 (500)	108.0 (2,692) x 38.0 (965) x 84.0 (2,134)	372 (169)
90	190 (719)	84.8 (2,169) x 38.0 (965) x 84.0 (2,134)	24" (100)
100	211 (799)	76.0 (1,930) x 38.0 (965) x 86.5 (2,198)	
142	300 (1,136)	82.0 (2,080) x 38.0 (965) x 90.0 (2,287)	



LEVEL 1 SOUND ATTENUATED ENCLOSURE

Run Time - Hours	Usable Capacity - Gal (L)	L x W x H - in (mm)	Weight - lbs (kg) Enclosure Only
No Tank	-	112.5 (2,857) x 38.0 (965) x 49.5 (1,258)	Steel Aluminum
25	54 (204)	112.5 (2,857) x 38.0 (965) x 62.5 (1,588)	
62	132 (500)	112.5 (2,857) x 38.0 (965) x 74.5 (1,893)	505 (229)
90	190 (719)	112.5 (2,857) x 38.0 (965) x 84.0 (2,134)	338 (153)
100	211 (799)	112.5 (2,857) x 38.0 (965) x 86.5 (2,198)	
142	300 (1,136)	112.5 (2,857) x 38.0 (965) x 90.0 (2,287)	



LEVEL 2 SOUND ATTENUATED ENCLOSURE

Run Time - Hours	Usable Capacity - Gal (L)	L x W x H - in (mm)	Weight - lbs (kg) Enclosure Only
No Tank	-	84.8 (2,169) x 38.0 (965) x 49.5 (1,258)	Steel Aluminum
25	54 (204)	84.8 (2,169) x 38.0 (965) x 62.5 (1,588)	
62	132 (500)	84.8 (2,169) x 38.0 (965) x 74.5 (1,893)	510 (231)
90	190 (719)	108.0 (2,692) x 38.0 (965) x 84.0 (2,134)	341 (155)
100	211 (799)	84.8 (2,169) x 38.0 (965) x 86.5 (2,198)	
142	300 (1,136)	84.8 (2,169) x 38.0 (965) x 90.0 (2,287)	

* All measurements are approximate and for estimation purposes only. Specifications characteristics may change without notice. Please contact a Generac Power Systems Industrial Dealer for detailed installation drawings.

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SPEC SHEET

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