AGREEMENT MADE UNDER SECTION 41 OF THE PLANNING ACT, R.S.O. 1990

THIS AGREEMENT made this _____ day of _____, 2018. BETWEEN:

THE CORPORATION OF THE TOWN OF ST. MARYS

(Hereinafter called the "Town")

OF THE FIRST PART

AND:

RICK MURPHY HOLDINGS LTD.

(Hereinafter called the "Owner")

OF THE SECOND PART

WHEREAS the Owner is the owner of the lands described as Lots 14, 15, 16, 17, 18, 19 & 20 West Side Thomas Street, Plan 235, St. Marys; Lots 16, 17, 18, 19 & 20 East Side Ontario Street, Plan 235, St. Marys; save and except Part 1 on Reference Plan 44R-5423; S/T R151468 St. Marys, in the Town of St. Marys in the County of Perth hereto being all of PIN 53242-0048 (LT) all in the Registry Office for the Land Titles Division of Perth (No. 44) (hereinafter referred to as the "Lands").

AND WHEREAS the Town has imposed the provisions of Section 41 of the Planning Act, R.S.O. 1990 in respect to the land;

AND WHEREAS this Agreement is being entered into by the parties hereto as a condition to the approval of the plans and drawings referred to in Subsection 4 of Section 41 of the Planning Act, R.S.O. 1990;

AND WHEREAS this Agreement shall be registered against "the lands" to this Agreement and the Town is entitled to enforce the provisions thereof against the Owner and, subject to the provisions of the Registry Act and the Land Titles Act, any and all subsequent owners of the land, in accordance with Subsection 10 of Section 41 of the Planning Act, R.S.O. 1990; **NOW THEREFORE WITNESSETH** that for the sum of TWO DOLLARS (\$2.00) paid to the Town by the Owner (receipt whereof is hereby acknowledged), and in consideration of the Town approving the plans and drawings for the development of "the lands", the Owner covenants and agrees with the Town to provide, to the satisfaction of and at no expense to the Town, the following:

- 1. The Owner Agrees:
 - (a) that all buildings and structures to be erected on the Lands shall be located in accordance with the building locations as shown on Drawings 1, 3, 4 attached hereto as part of Schedule "A";
 - (b) that all services including sanitary sewers and appurtenances, storm sewers and approved storm water management, and water main and appurtenances shall be as shown on Drawings 1, 3, 4, 6 and 7 attached hereto as part of Schedule "A" and shall be maintained by the Owner at its expense on an ongoing basis;
 - (c) that all utility services to the property line including sanitary sewers and appurtenances, storm sewers and approved storm water management, and water main and appurtenances be installed under the authority and supervision of the Town of St. Marys. Utility service installations shall be facilitated by the Town, at the request of the proponent. The proponent shall be responsible for any and all costs associated with the required utility services. Utility services shall be according to Drawings 1, 3, 4, 6 and 7 attached hereto as part of Schedule "A";
 - (d) that all necessary provisions for service connections on the Lands shall be made to the satisfaction of the Town;
 - (e) that access to and from the Lands shall be designed and constructed at the sole risk and expense of the Owner and shall be located and constructed as shown on Drawings 1, 3 and 4 attached hereto as Schedule "A";
 - (f) that the internal driveways, vehicle parking areas, vehicle maneuvering areas and pedestrian walkways shall be designed and constructed at the sole risk and expense of the Owner and shall be locate and constructed as shown on Drawings 1, 3 and 4 attached hereto as part of Schedule "A";
 - (g) that vehicle parking areas and walkways shall be designed to have regard for accessibility for persons with disabilities;

- (h) that landscaping shall be provided in accordance with Drawings 1 and 3 attached hereto as part of Schedule "A". All landscaped materials shall be maintained by the Owner on an ongoing basis;
- (i) that during construction, the Owner shall provide protection for any existing trees with temporary fencing to the extent of the drip line;
- (j) that erosion and sediment controls shall be provided for the site during construction to the satisfaction of the Town as shown on Drawing 5 and as detailed on Drawing 7 attached hereto as part of Schedule "A";
- (k) that final grades and elevations shall be established to the satisfaction of the Town and shall be in accordance with the grading and elevations as shown on Drawing 3 attached hereto as part of Schedule "A";
- that all lighting facilities to be used and/or provided shall not have negative impact onto any adjacent or abutting properties and shall be as shown on Drawings 8a) to 8g) attached hereto as part of Schedule "A" and shall be located as shown on Drawing 4 attached hereto as part of Schedule "A";
- (m) that all hydro cables be located underground on the Lands;
- (n) that waste storage facilities shall be located as shown on Drawing 1 attached hereto as part of Schedule "A";
- (o) that snow storage shall be on the property as shown on Drawing 1 attached hereto as part of Schedule "A";
- (p) that the development on the Lands including but not limited to driveways,buildings, structures, paved areas, landscaping and lot grading shall be maintained at the sole risk and expense of the Owner on an ongoing basis;
- (q) that any and all development on the Lands shall be to Town standards and the provisions of the Town's Zoning By-law in effect at the time of development;
- (r) that all uses on the Lands and within the buildings on the Lands shall be in accordance with the provisions of the Town's Zoning By-law Z1-1997, as amended.
- 2. Schedule "A" consists of the following drawings:

- a) Drawing One prepared by NA Engineering Associates Inc. on May 22, 2018 and numbered as A101, revision 8; having a file number as 17-1092C_Aa and a project number as 17-1092;
- b) Drawing Two prepared by NA Engineering Associates Inc. on April 25, 2018 and numbered as C101, revision 4; having a file number as 17-1092C_Aa and a project number as 17-1092;
- c) Drawing Three prepared by NA Engineering Associates Inc. on May 22, 2018 and numbered as C102, revision 4; having a file number as 17-1092C_Aa and a project number as 17-1092;
- d) Drawing Four prepared by NA Engineering Associates Inc. on May 22, 2018 and numbered as C103, revision 6; having a file number as 17-1092C_Aa and a project number as 17-1092;
- e) Drawing Five prepared by NA Engineering Associates Inc. on April 25, 2018 and numbered as C104, revision 5; having a file number as 17-1092C_Aa and a project number as 17-1092;
- f) Drawing Six prepared by NA Engineering Associates Inc. on February 23, 2018 and numbered as C105, revision 2; having a file number as 17-1092C_Aa and a project number of 17-1092;
- g) Drawing Seven prepared by NA Engineering Associates Inc. on April 25, 2018
 and numbered as C201, revision 2; having a file number as 17-1092C_Aa and a
 project number of 17-1092;
- h) Drawings Eight "8a" to "8g" provided by RAB Design Lighting Inc.
- Schedule "A", as described in paragraph 2. above and attached hereto shall form part of this Agreement.
- 4. The Owner shall enter into a Separate Agreement for electricity with Festival Hydro Inc.
- 5. Entrances to the buildings shall be kept clear of any obstructions including snow accumulation at the responsibility of the owner.
- The owner shall be responsible for the cost of any signage and the installation of said signage required for this site.
- 7. The Owner agrees that the abutting street to be used for access during construction shall be kept in good and usable condition during the said construction and all necessary care

will be taken to see that mud and soil is not tracked or pulled onto any public street or sidewalks. If damaged or muddied, such streets or sidewalks shall be restored and/or cleaned up by the owner at his own expense. The owner acknowledges that he has the responsibility to correct or clean muddied streets used for access during construction. If the owner fails to complete said work, then the provision of paragraph 10 of this Agreement shall apply.

- 8. Minor adjustments to the requirements of this Site Plan Agreement may be made subject to the approval of the Town provided that the spirit and intent of the Agreement is maintained. Such minor adjustments shall not require an amendment to this Agreement; however, the written approval of the Town is required before such minor adjustments can be made.
- 9. Nothing in this Agreement constitutes a waiver of the obligation of the Owner to comply with the Zoning By-law of the Town, Ontario Building Code or any other By-laws of the Town or any restrictions or regulations lawfully imposed by any other authorities having jurisdiction in connection therewith.
- 10. In the event of the failure by the Owner to comply with any of the provisions of this Agreement, the Town, its servants or agents, on seven (7) days' notice in writing to the Owner of its intention and forthwith in the case of any emergency, shall at its sole discretion have the right to rectify such failure to comply to its satisfaction and recover the expense incurred by the Town in a like manner as municipal taxes.
- 11. The Owner agrees to deposit with the Town a refundable security deposit in the amount of Fifteen Thousand Dollars (\$15,000.00) at the time of application for a building permit so as to ensure due performance of the requirements of this Agreement and to repair damaged public services including curb, road and sidewalk. The security deposit shall be refunded without interest or penalty when the Owner's architect or engineer provides a certificate to the Town that the conditions of this Agreement have been completed and any damaged public services have been repaired to the satisfaction of the Town. Furthermore, the Owner agrees to deposit with the Town, at the time of application for building permit, a refundable security deposit in the amount of Five Thousand Dollars (\$5,000.00) for landscaping as outlined in paragraph 1(h). The security deposit shall be refunded without interest or penalty when the Owner's Landscape architect or engineer

provides a certificate to the Town that the landscaping, for which the deposit covered, has been completed in accordance with this agreement.

12. If any notice is required to be given by the Town to the Owner in respect to this Agreement, such notice shall be sent by registered mail, registered courier or delivered personally by the Town employee or its agent to:

> Rick Murphy Rick Murphy Holdings Ltd. 590 Widder Street East St. Marys Ontario N4X 0A6

or to such other addresses of which the Owner has notified the Town in writing, and any such notice mailed, sent or delivered shall be deemed good and sufficient notice under the terms of this Agreement.

- 13. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement.
- 14. This Agreement shall be registered against the Lands by the Town and all costs associated with the said registration shall be the responsibility of the Owner. The covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the Lands and shall enure to the benefit of and be binding upon the parties hereto and their respective successors, heirs, executors, administrators and assigns.
- 15. Execution of this Agreement shall be deemed to be authorization by all parties to the solicitor for the Town to register same in the appropriate Land Registry Office, without further written authorization.
- 16. The failure of a Party at any time to require performance by the other Party of any obligation under this Agreement shall in no way affect the first Party's right thereafter to enforce such obligation, nor shall any such waiver be taken or held to be a waiver of the performance of the same or any other obligation hereunder at any later time.
- 17. The parties hereto covenant and agree that at all times and from time to time hereafter upon every reasonable written request so to do, they shall make, execute, deliver or cause to be made, done, executed and delivered, all such further acts, deeds, assurances and

things as may be required for more effectively implementing and carrying out the true intent and meaning of this Agreement including any amendments to this Agreement required to effect the registration of this Agreement.

- 18. The parties hereto acknowledge and agree that this agreement is further to and does not remove any of the Owner's obligations under any prior Agreements.
- 19. The Owner agrees on behalf of itself and its heirs, executors, administrators, successors and assigns to indemnify the Town from all losses, damages, costs, changes and expenses which may be claimed or recovered against the Town by any person or persons arising either directly or indirectly as a result of any action taken by the Owner pursuant to this agreement.
- 20. The Owner hereby covenants and agrees to save harmless the Town from any loss whatsoever arising out of or pursuant to the execution of this Agreement and the issuing of a building permit whether final or conditional for any construction on the Lands. This indemnification shall apply to all claims, demands, costs and expenses in respect to the development of the Lands as set out in this Agreement.

IN WITNESS WHEREOF the Owner has hereunto set its hand and seal and the Town has hereunto affixed its corporate seal under the hands of its Mayor and Clerk.

RICK MURPHY HOLDINGS LTD.

Per:

Rick Murphy Rick Murphy Holdings Ltd.

(I have authority to bind the Corporation.)

THE CORPORATION OF THE TOWN OF ST. MARYS

Per: _

Mayor: Al Strathdee

Per: _

CAO/Clerk: Brent Kittmer

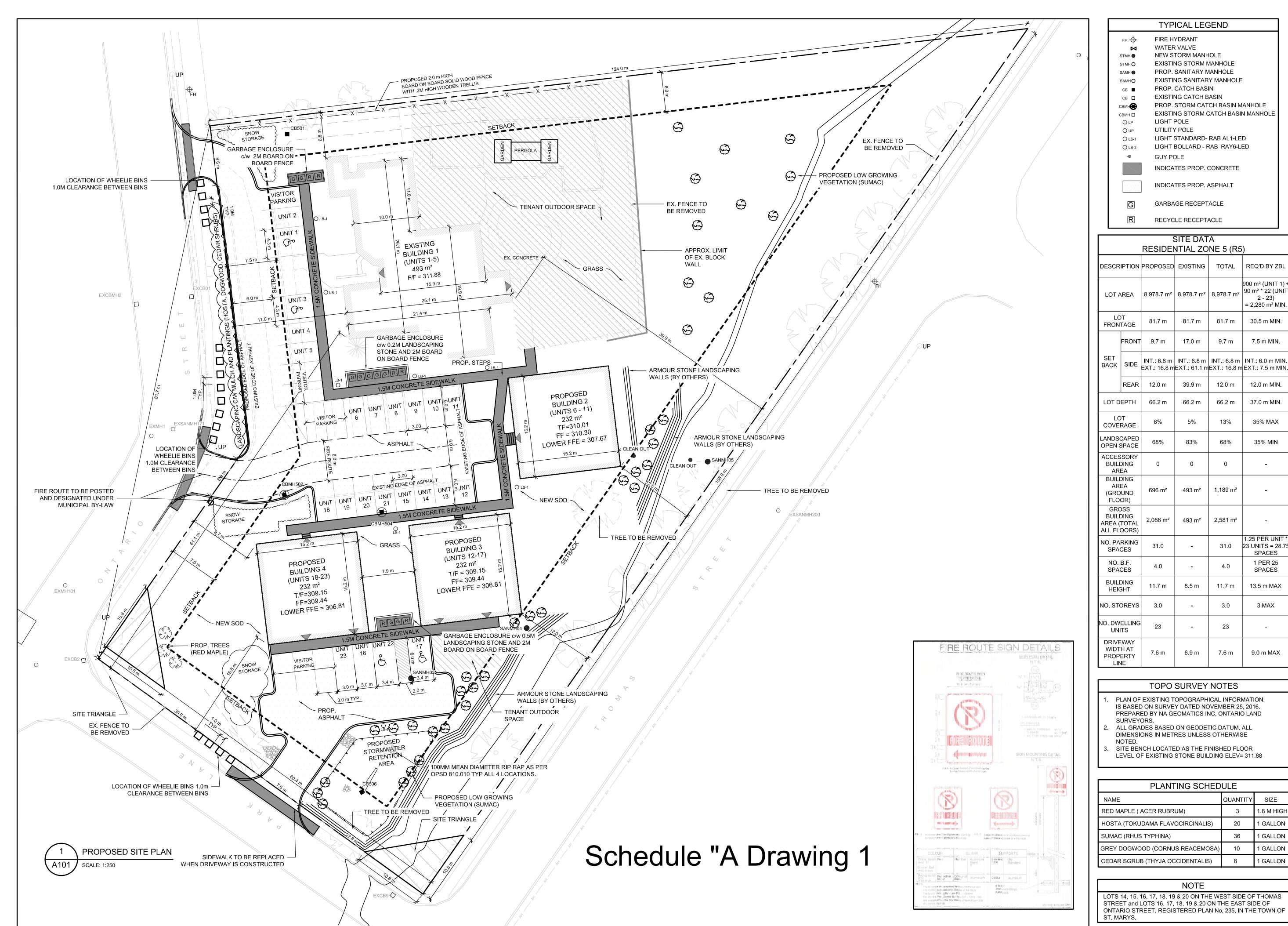
(We have the authority to bind the Corporation.)

NOTES TO SPA

- 1. It is the Owner's responsibility to fulfill the obligations contained in this Site Plan Agreement. It is also the Owner's responsibility to submit a request for the refund of deposits in writing when all of the work has been completed to the standards of this Site Plan Agreement.
- 2. The Owner shall enter into a separate agreement for electricity with Festival Hydro Inc., 1887 Erie Street, PO Box 397, Stratford ON N5A 6T5, 519-273-4703.
- 3. Any sign erected on the subject property shall be in conformity with the Town's current sign by-law. The owner shall apply for a separate sign permit.

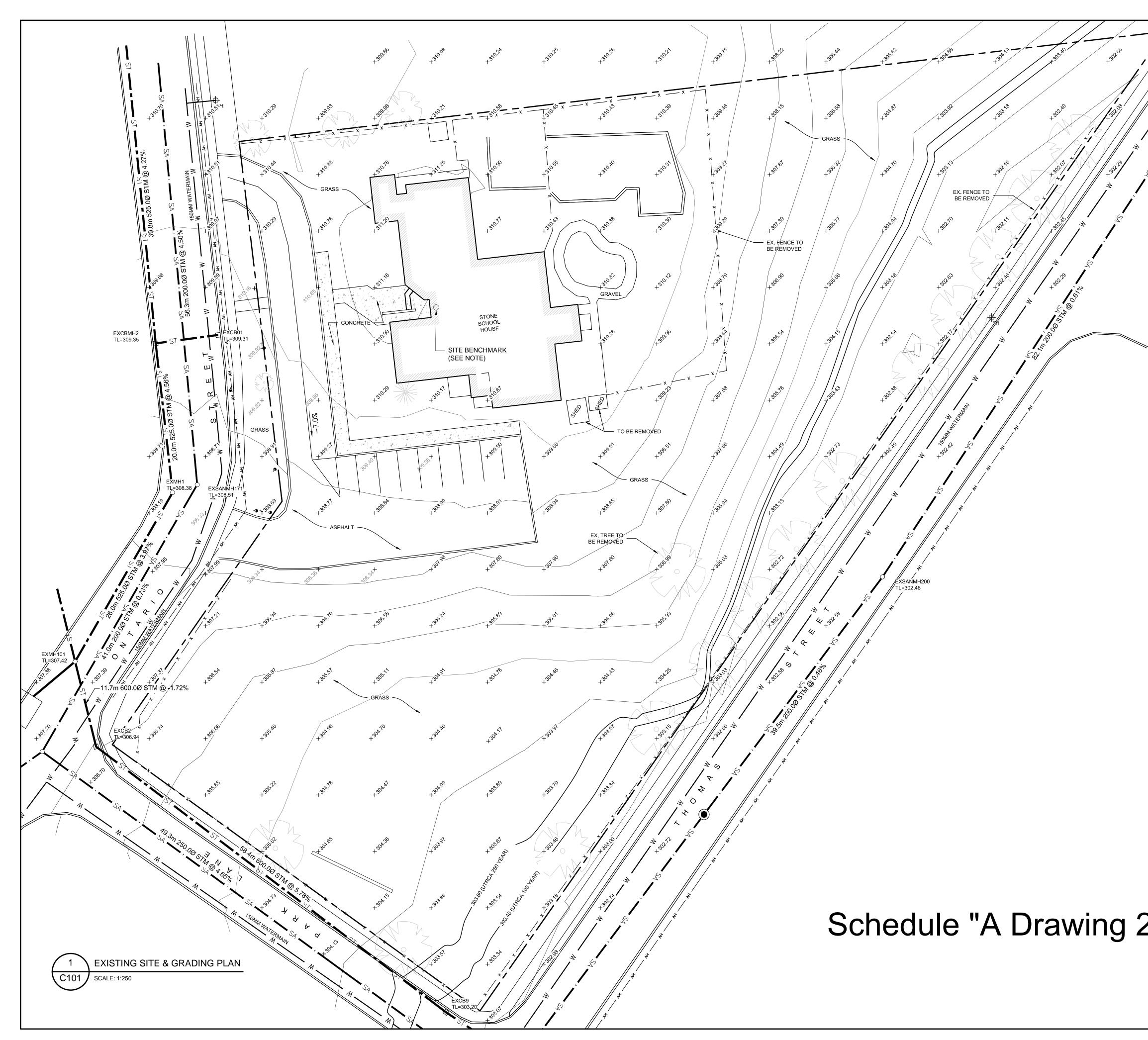
Schedule "A"

Attach Drawings 1, 2, 3, 4, 5, 6, 7 and 8 a) to 8g)



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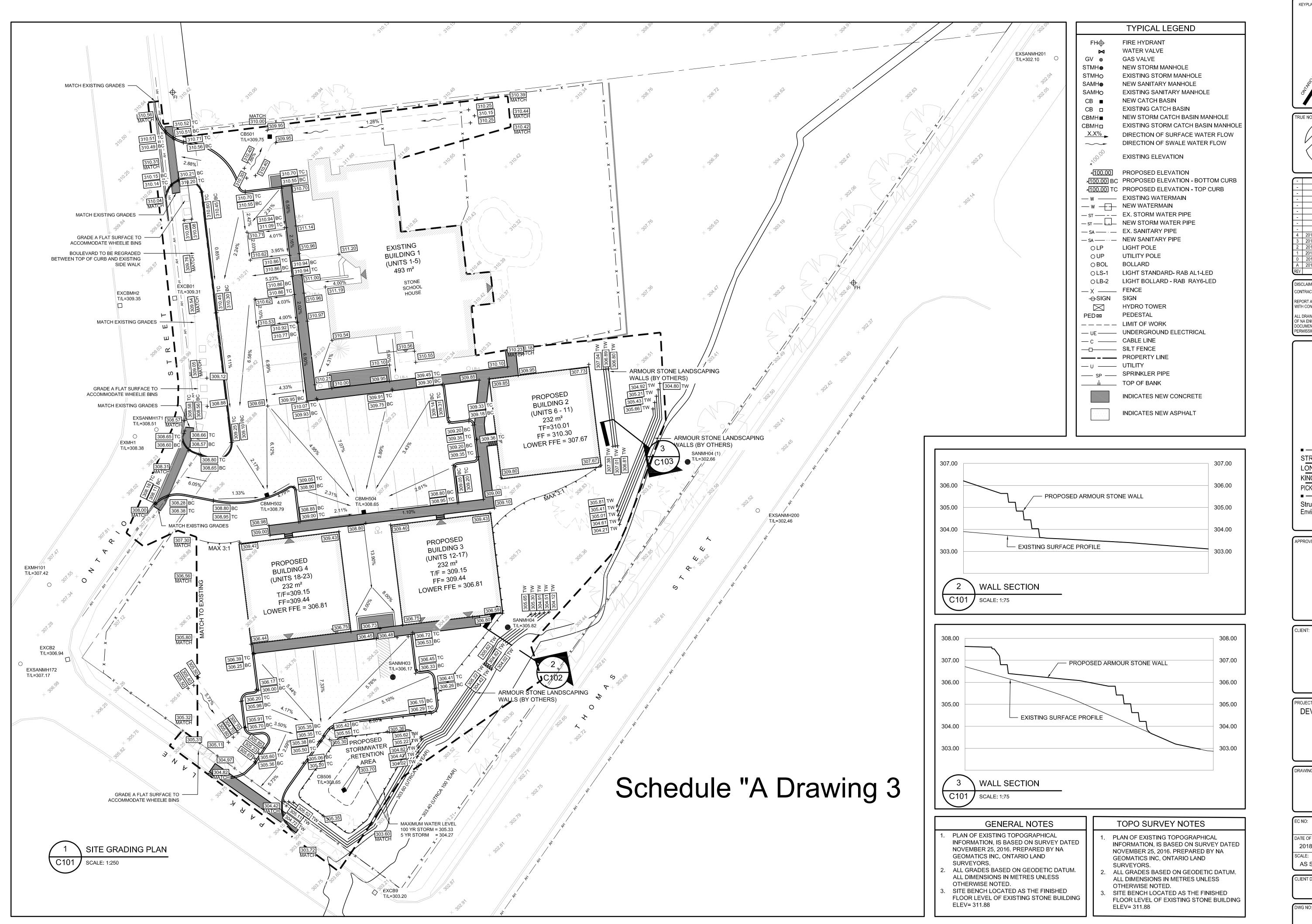
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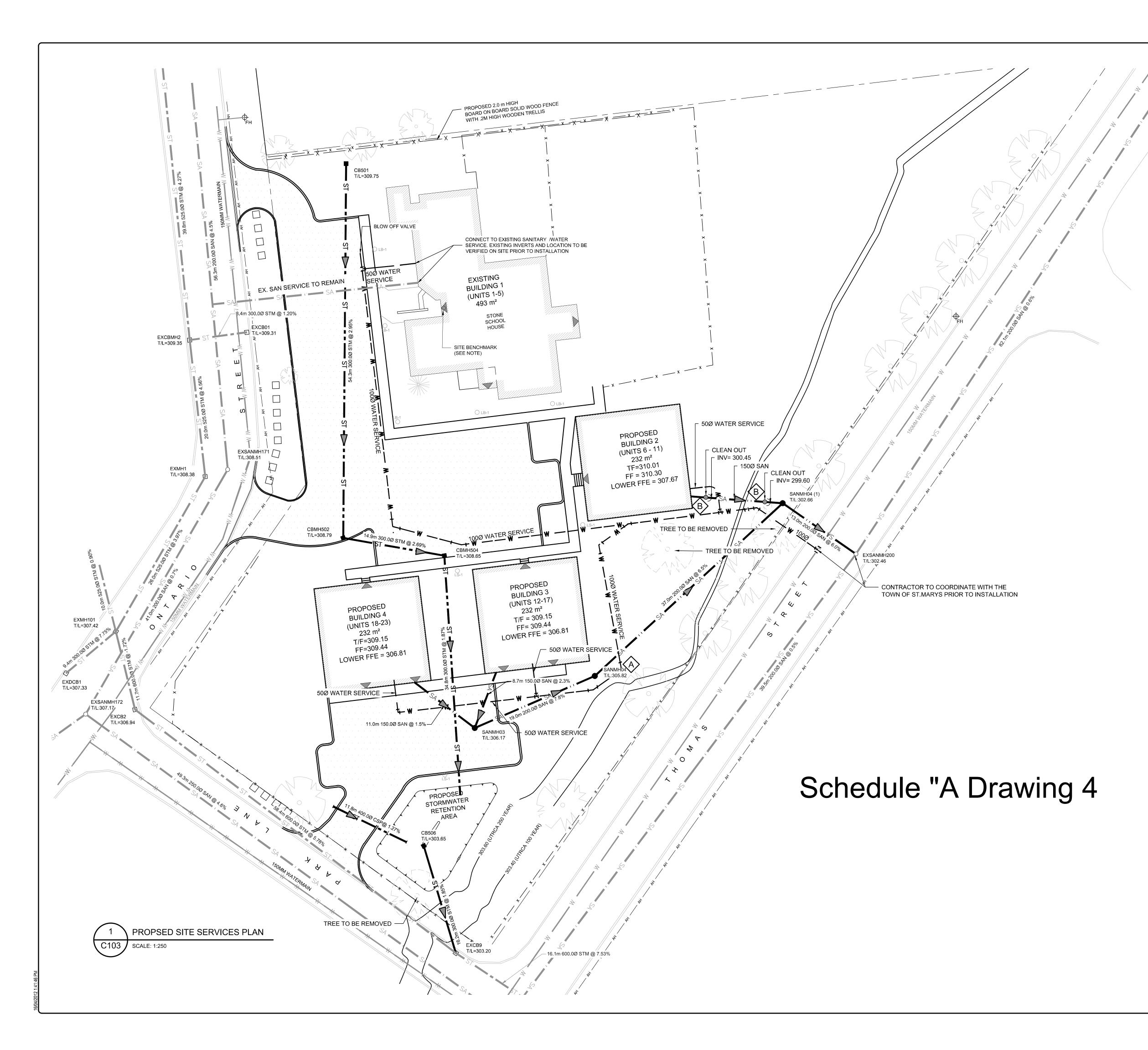
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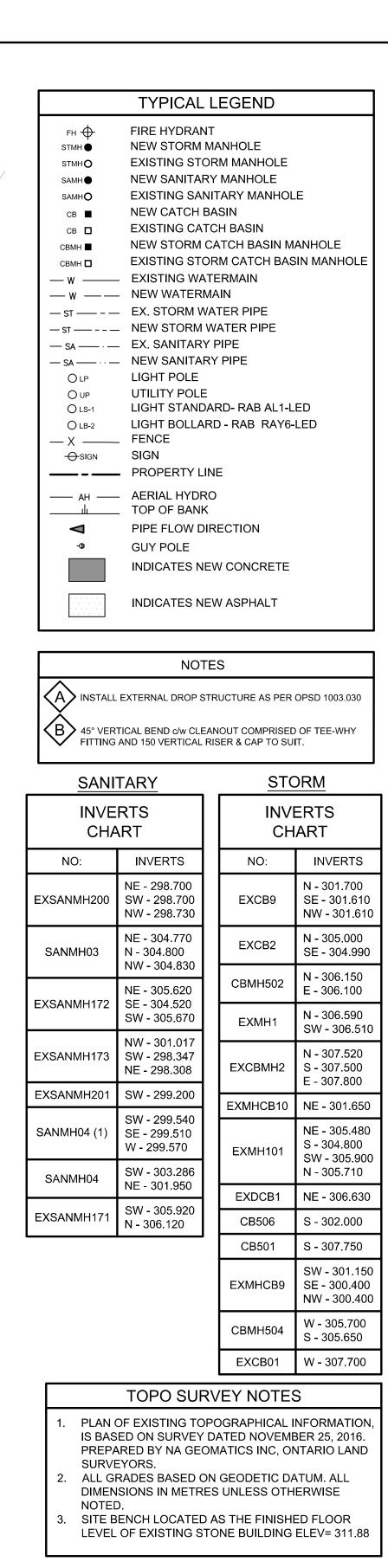
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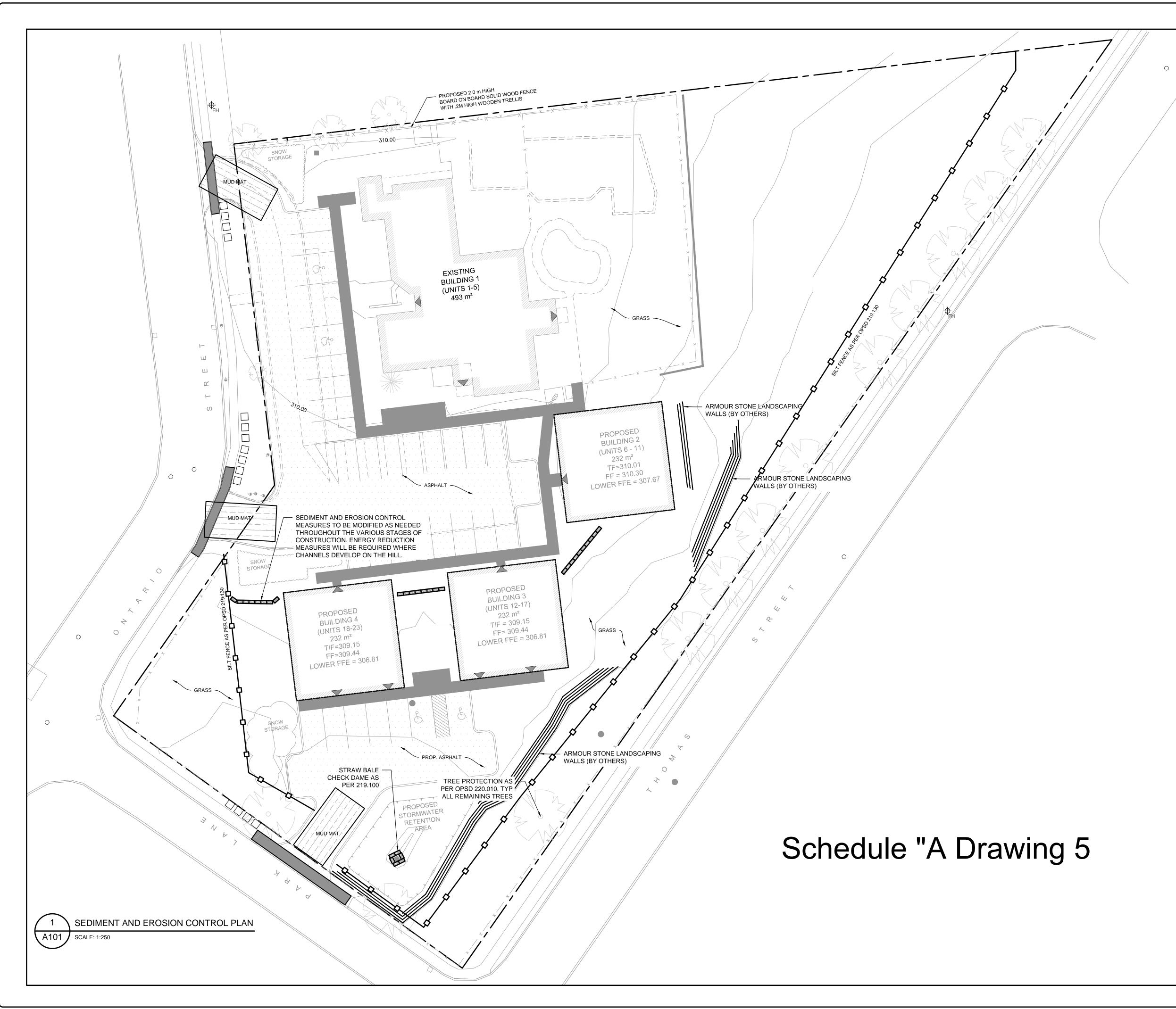


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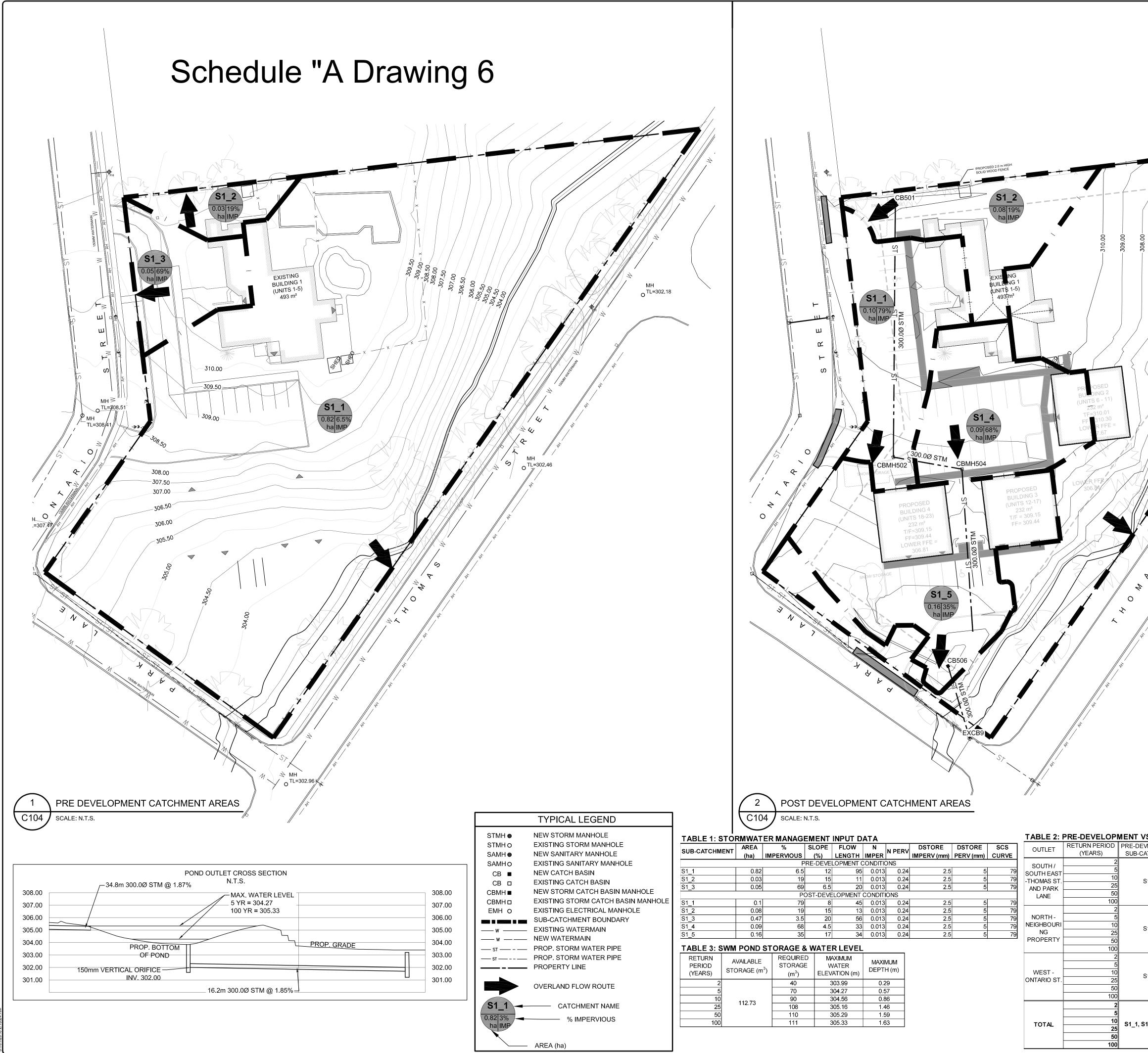


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EC NO: DATE OF ISSUE: 2018APR25 SCALE: AS SHOWN	SIZE:	CHK: BPM 2C_Aa SUB-TYPE:	SUPV DE	DR SIGN ENG: -
CLIENT DWG NO:				
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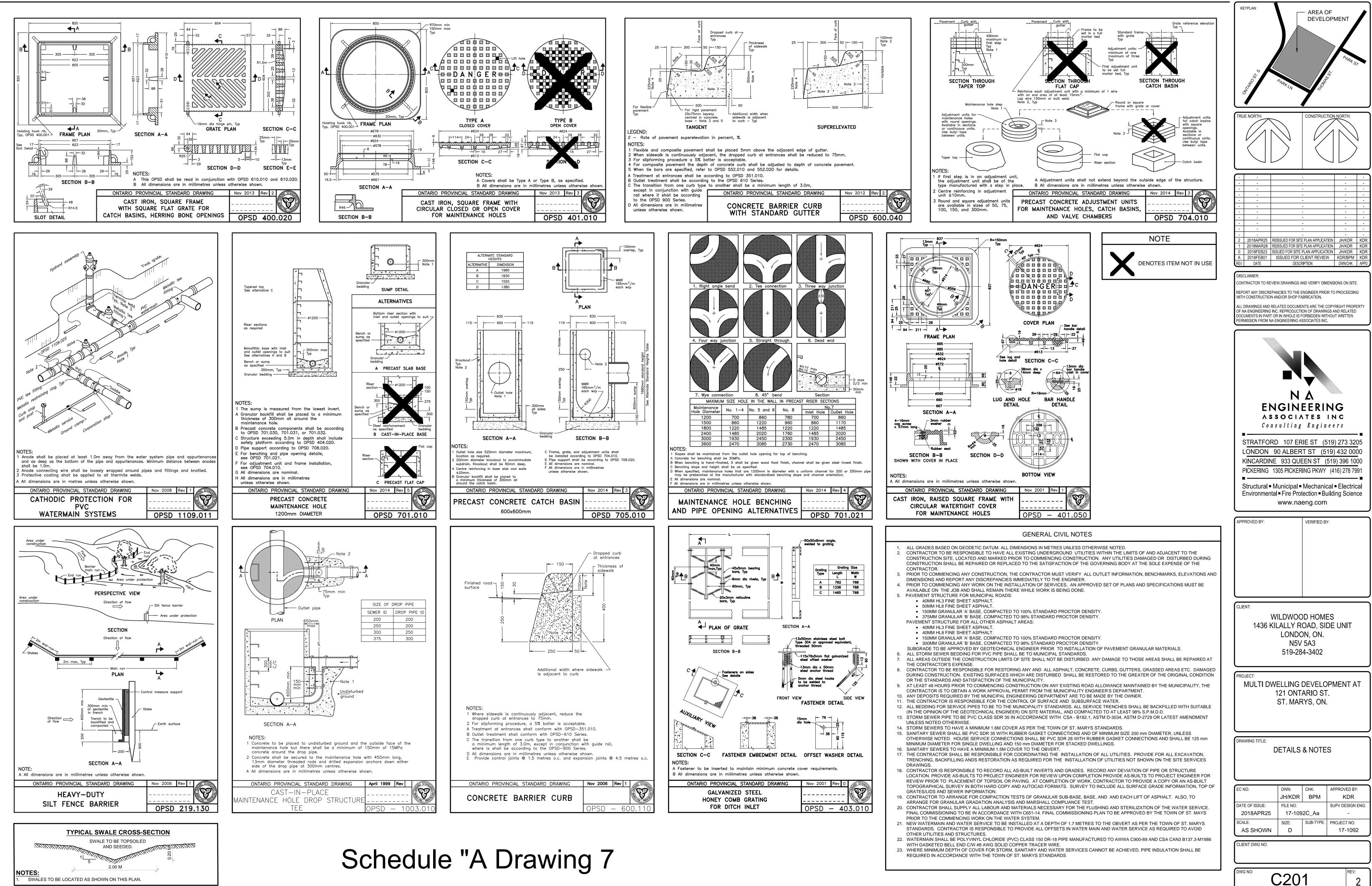


2	POST DEVELOPMENT CATCH
C104	

		$ $ \sim											
	TABLE 1: STO	ORMWAT	ER MANAGI	EMENT	INPUT D	ΑΤΑ					TABLE 2:	PRE-DEVELOP	1
ANHOLE IHOLE	SUB-CATCHMEN	T AREA (ha)	% IMPERVIOUS	SLOPE (%)	FLOW LENGTH	N IMPER	N PERV	DSTORE	DSTORE PERV (mm)	SCS CURVE	OUTLET	RETURN PERIOD (YEARS)	PRE-DE
MANHOLE				<u> </u>						OUNTE	SOUTH/	2	
	S1_1	0.82	6.5	12	95	0.013	0.24	2.5	5	79	SOUTH EAST	5	
SIN	S1_2	0.03	19	15	11	0.013	0.24	2.5	5	79	-THOMAS ST.	10	
BASIN MANHOLE	S1_3	0.05	69	6.5	20	0.013	0.24	2.5	5	79	AND PARK	25	
				DST-DEVE	LOPMENT						LANE	50	
TCH BASIN MANHOLE	S1_1	0.1	79	8		0.013				79		100	
AL MANHOLE	S1_2	0.08	19	15		0.013				79	NODTU	2	
DUNDARY	S1_3	0.47	3.5	20		0.013	-		5	79	NORTH - NEIGHBOURI	5 10	
IN	S1_4	0.09	68	4.5		0.013			5	79	NG	25	
	S1_5	0.16	35	17	34	0.013	0.24	2.5	5	79	PROPERTY	50	-11
R PIPE	TABLE 3: SW		STORAGE 8		R LEVEL							100	1
R PIPE	RETURN		REQUIRE	р м	AXIMUM							2	
	I PERIOD I	AVAILABLE	, STORAGE	= v	VATER	MAXI						5	
	(YEARS) S	TORAGE (m	^{~)} (m ³)	ELEV	/ATION (m)	DEPTI	H (m)				WEST -	10	
DUTE	2		40		303.99	0.2	29				ONTARIO ST.	25	
JUIE	5		70	:	304.27	0.5	57					50	-11
	10	112.73	90		304.56	0.8	36					100	<u> </u>
NAME	25	112.73	108		305.16	1.4	16					2	
lous	50		110		305.29	1.5	59					5	
1003	100		111		305.33	1.6	33				TOTAL	10	
												25 50	
												100	-11
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						7
302.00	00:00 \$05:00	304.00				
0.	51_3 47 3.5% ha IMP					
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T.						
<b>VS POST-D</b> EVELOPMENT	EVELOPMEN DEVELOPMENT	<b>FRUNOFF RATE</b> DEVELOPMENT	<b>ES</b> POST-DEVELOPM			DIFFERENCE
	RUNOFF RATE 30.65	SUB-CATCHMENT	UNCONTROLLED 24.79	CONTROLLED 19.59	TOTAL 42.05	POST -PRE (L/s) 11.40
S1_1	82.04 118.58 164.91	S1_1, S1_2, S1_3,	58.92 80.47 110.11	31.59 40.63 55.07	87.13 116.42 155.61	5.09 -2.16 -9.30
	199.98 235.36		134.58 159.66	72.06 123.86	188.87 247.96	-11.11 12.60
S1_2	2.65 4.92 6.40		0 0 0	0 0 0	0 0 0	-4.92 -6.40
U1_2	8.34 9.80 11.28		0 0 0	0 0 0	0 0 0	-8.34 -9.80
	8.77 13.62		0 0 0 0	0	0 0 0	-8.77 -13.62
S1_3	16.81 20.88 23.92		0	0 0 0	0 0	-20.88 -23.92
	27.13 42.07 100.58		0 24.79 58.92	0 19.59 31.59	0 42.05 87.13	
S1_2 & S1_3	141.79 194.13	S1_1, S1_2, S1_3, S1_4 & S1_5	80.47 110.11	40.63 55.07	116.42 155.61	-25.37 -38.52
	233.70 273.77		134.58 159.66	72.06 123.86	188.87 247.96	-44.83

KEYPLAN:		– AREA (	)F	
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### Schedule "A Drawing 8 a)



### **RAY6-LED**

LED Bollard

The RAY6-LED bollard is an architectural bollard in a sleek design that provides uniform, glare free illumination. The RAY6 features a 360° adjustable head and various beam configurations ranging from 60° to 360° to illuminate all angles.

Project	
Туре	
Date	
Notes	

patent pending

### APPLICATIONS

The RAY6 bollard is an architectural bollard suitable for landscape and pathway lighting with glare free distribution. Ideal for use in walkways, townhouses, condos, and parkettes.

### SPECIFICATIONS

### Construction

Unit is a 6" round bollard with a 10" top cap. Body is made from extruded aluminum and has a custom designed twist lock mechanism for secure and easy installation. The cast aluminum base is secured with stainless steel set screws. Body has a powder coat finish.

### Optics

Various beam configurations ranging from 60°, 120°, 180°, 240°, 300° and 360°.

### LEDS

Unit consists of 6 LED modules which can be removed to direct the light in desired direction. Colour temperature is 5000K standard, 4,000K and 3,000K are available as options.

### Electrical

Unit has high efficiency drivers that are 120 - 277 volts standard. 347V, 24V DC and 24V AC are available as options.

### Mounting

Cast aluminum base is secured with stainless steel screws. Custom twist lock mechanism securely anchors lower body to the base.

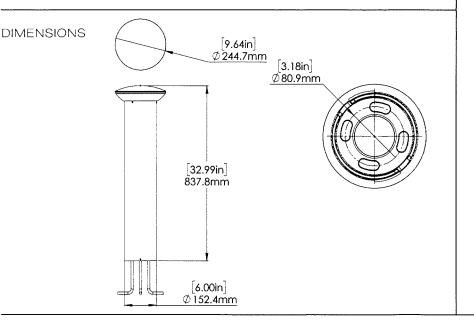
#### Finish

Standard powder coat finish is Bronze, Custom colours are available upon request.

Lumens and wattages will change based on LED Modules being used.

Watts	max. 36
Lumens	4,298
Efficacy	121 lumens per watt

Certifications	cULus, DLC
Working Temperature	-40°C to +40°C
Colour Temperature	5000K (standard)
LED Ilfe	100,000 hours
Warranty	5 years





CUSTOM DESIGNED TWIST LOCK MECHANISM



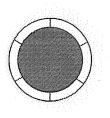
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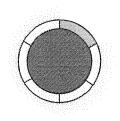
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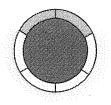


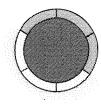
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### VARIOUS BEAM CONFIGURATIONS









6 LED MODULES (360°)

5 LED MODULES (300°)

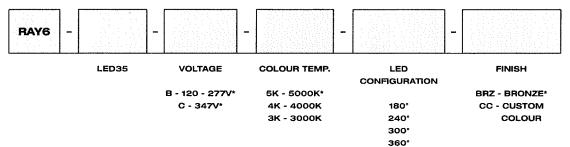
4 LED MODULES (240°)

3 LED MODULES (180°)



### 360° ADUSTABLE HEAD

### ORDERING GUIDE



* Standard configuration

### Schedule "A" Drawing 8 c)



### AL1-LED

Area Light



### APPLICATIONS

Ideal for parking lots, roadways and perimeter lighting applications.

### SPECIFICATIONS

### Construction

Precision die cast aluminum housing with clear polycarbonate lens. The fixture offers superior heat sinking with air-flow fins on the top. The driver enclosure is separate from the optics for improved thermal management.

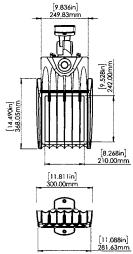
### Optics

Unit has high efficiency injection molded optics that have an efficacy (lumens/ watt) of approx 100. The LEDs have a color temperature of 5000K as standard. 3000K/4000K available as option. The CRI is greater than 70 and the operating temperature range is -40°C to +40°C. LED life of 100,000 hours.

#### **Beam Distribution**

Available in T2, T3, T4 and T5 beam patterns for a wide range of applications.

### DIMENSIONS



### Mounting

The AL series can be arm mounted for round or square poles (arms ordered separately). They can also be ordered with a slip fitter or yoke installed. Also available is a wall bracket that is ordered as an option an shipped separately.

#### Electrical

The standard unit has a high efficiency driver that operates at 120 - 277V, 347V also available.

#### Finish

Standard finish is Bronze. Please consult factory for custom colour.

Options Photocell

The AL-LED fixtures are high efficiency area lights with
multiple beam patterns to suit a variety of applications.
Intelligently designed, this series of fixtures provides superior
lighting performance and significant energy savings over
traditional fixtures

Project	
Туре	
Date	
Notes	

### AL1-LED Series

Input Watts	62W	
Lumens	min. 7,475	
Efficacy	min. 115 lumens/watt	
Input Watts	100W	
Lumens	min. 12,000	
Efficacy	min. 120 lumens/watt	
Input Watts	120W	
Lumens	min. 14,040	
Efficacy	min. 120 lumens/watt	

Operating Temperature	-40°C to +40°C	
Power Factor	> 0.9	
Total Harmonic Distortion	≤ 22%	
EPA	1	
Certification	cULus, DLC	
Warranty	5 Years	
Colour Temperature	5000K (standard) 3000K, 4000K (options)	



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4.079in] 33.61mm

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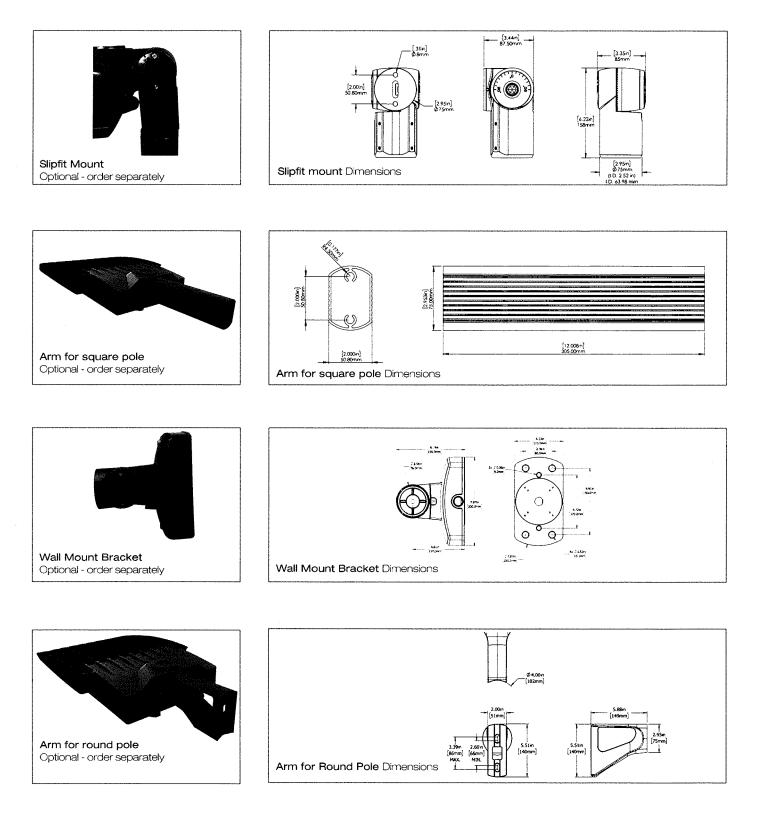


## Schedule "A" Drawing 8 d)

AL LED SERIES Area Light

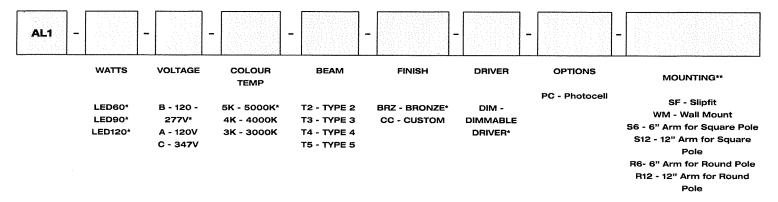
### MOUNTING OPTIONS

RAB



# **RAB**[•] Schedule "A" Drawing 8 e)

ORDERING GUIDE

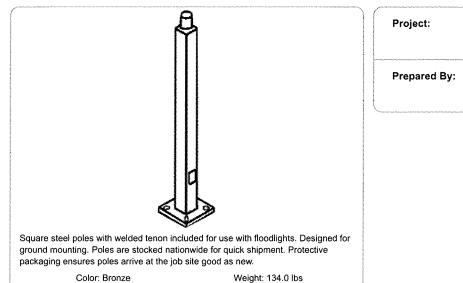


* Standard configuration

** All mounting configurations sold separately

### Schedule "A" Drawing 8 f) PS4-11-15WT RCL





Project:	Туре:
Prepared By:	Date:

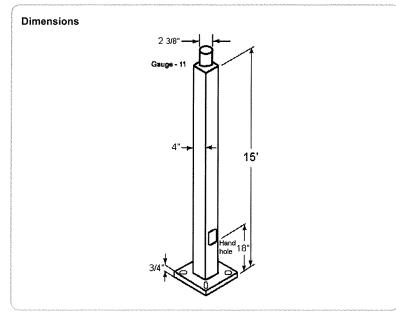
140MPH 1.4 ft_/50 lb 150MPH 0.8 ft_/35 lb.

### **Technical Specifications**

Other	Terms of Sale:	Base Dimension:
CSA Listed:	Pole Terms of Sale is available .	8"
Suitable for wet locations	Height:	Weight:
Shaft:	15 FT	134 lbs
46,000 p.s.i. minimum yield.	Gauge:	Anchor Bolt:
Hand Holes:	11	Galvanized anchor bolts and galvanized hardware and
Reinforced with grounding lug and removable cover	Wall Thickness:	anchor bolt template. All bolts have a 3" hook.
Base Plates:	1/8"	Anchor Bolt Templates:
Slotted base plates 36,000 p.s.i.	Shaft Size:	WARNING Template must be printed on 11" x 17" sheet for actual size. CHECK SCALE BEFORE
Shipping Protection:	4"	USING. Templates shipped with anchor bolts and
All poles are shipped in individual corrugated cartons	Hand Hole Dimensions:	available .
to prevent finish damage	3" x 5"	Pre-Shipped Anchor Bolts:
Color:	Bolt Circle:	Bolts can be pre-shipped upon request for additional
Bronze powder coating	8 1/2"	freight charge
Tenon:		MaxEPA's/Max Weights:
Welded 2 3/8" tenon included		70MPH 14.0 ft_/400 lb
		80MPH 10.2 ft_/295 lb 90MPH 7.6 ft /220 lb
		100MPH 5.6 ft_/165 lb
		110MPH 4.2 ft_/125 lb
		120MPH 3.0 ft_/95 lb
		130MPH 2.1 ft_/70 lb

# PS4-11-15WT RCL Schedule "A" Drawing 8 g)





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### Features

Designed for ground mounting

Heavy duty TGIC polyester coating

Reinforced hand holes with grounding lug and removable cover for easy wiring access

Anchor Bolt Kit includes pole cap and base cover (sold separately)

Custom manufactured for each application