

Cell Site No: CT 5426 Canton (Collinsville)-Market St
FA No: 10070962
Site Address: 4 Market Street, Collinsville, CT 06022

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") dated as of the later date below is by and between the Town of Canton, a Connecticut municipal corporation, having a mailing address at 4 Market Street, PO Box 168, Collinsville, CT 06022-0168 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to AT&T Wireless PCS, LLC, a Delaware limited liability company, by and through its member, AT&T Wireless Services, Inc., having a mailing address at 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated December 31, 2002, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 4 Market Street, Collinsville, CT 06022 ("Agreement"); and

WHEREAS, Landlord and Tenant previously negotiated a First Amendment to Lease Agreement ("Prior Amendment") which was partially executed by Landlord on October 16, 2003 but never executed by Tenant, and the parties desire to clarify that such Prior Amendment is void and of no effect; and

WHEREAS, Landlord and Tenant desire to amend Section 2(b) of the Agreement to allow Tenant to recover expenses for the construction of the guyed tower located on the roof of the Town Hall Building located on the Property ("Tower"); and

WHEREAS, Landlord and Tenant desire to amend Section 2(b) of the Agreement to allow the Landlord to receive Rent; and

WHEREAS, Landlord and Tenant desire to amend Section 2(b) of the Agreement to not allow the Tower ownership to revert to the Tenant; and

WHEREAS, Landlord and Tenant desire to amend Section 15 of the Agreement to delete the following from Section a: "(Requested language by landlord is unacceptable, we must receive notice and need more than 5 days)"; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice address; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to permit Tenant to comply with federal laws regarding the provision of enhanced Emergency 911 Services from mobile phones by allowing the installation of additional antennas and associated cables and equipment; and

WHEREAS, Landlord and Tenant desire to extend the term of the Agreement; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Rent payable under the Agreement; and

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WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Tenant's obligations to pay Rent to Landlord for a Rent Guarantee Period; and

WHEREAS, Landlord and Tenant desire to clarify the status of title to the Tower; and

WHEREAS, Landlord and Tenant, in their mutual interest, further wish to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Section 3(a) of the Agreement is deleted in its entirety and is replaced with the following language:

The Initial Term of the Agreement began upon the Commencement Date. The Commencement Date is defined as the date Tenant commenced construction of the Communication Facility. The Initial Term is hereby extended to include the period beginning on the Commencement Date and ending on June 30, 2017.

2. Section 3(b) of the Agreement is deleted in its entirety and is replaced with the following language:

"Commencing on July 1, 2017, this Agreement will automatically renew for five (5) additional five (5) year Term(s) (each five (5) year term shall be defined as the "Extension Term"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the then existing Initial Term or Extension Term as applicable."

3. Section 4(a) of the Agreement is deleted in its entirety and is replaced with the following language:

"Commencing on July 1, 2012, Tenant will pay the Landlord a monthly rental payment of One Thousand Seven Hundred Twenty-Five Dollars (\$1,725.00), (Rent), at the address set forth above, on or before the 5th day of each month in advance. Rent will be pro-rated for any partial month."

4. Section 4(b) of the Agreement is deleted in its entirety and is replaced with the following language:

"During a 60 month period commencing July 1, 2012 and ending June 30, 2017 ("Rent Guarantee Period"), Tenant's obligation to pay Rent is guaranteed and such obligation will not be subject to offset or cancellation by Tenant. Notwithstanding the foregoing, if Landlord exercises any of Landlord's rights to terminate the Agreement, if any, other than the Landlord's right to terminate this Agreement due to the default of the Tenant under the terms of the Agreement beyond any applicable grace and cure period, Tenant will be released from any and all of its obligations to pay Rent during the Rent Guarantee Period as of the effective date

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of the termination. In addition, Tenant shall be released from any and all of its obligations to pay Rent during the Rent Guarantee Period if the following shall occur: (a) Landlord is in breach of the Agreement, including but not limited to any default under the terms of the Agreement beyond any applicable grace and cure period; (b) there is a foreclosure of the Property which results in termination of the Agreement; (c) the Landlord shall require Tenant to relocate Tenant's equipment and facilities to a location that is not acceptable to Tenant in its reasonable business judgment if allowed for in the Agreement, or (d) any existing government permits and/or approvals cannot be obtained or maintained, at no fault of the Tenant. If this Agreement is further modified in the future with an obligation for Tenant to pay additional Rent, the Rent Guarantee Period established in this paragraph will not be diminished or limited, but such Rent Guarantee Period will not extend to that future additional Rent obligation.

5. Section 4 of the Agreement is modified by the insertion of the following language as a new subsection 4(c):

"Commencing on July 1, 2017 and at the beginning of each Extension Term thereafter, Rent shall increase by twelve percent (12%) .

6. Section 2 of the Agreement is modified by the insertion of the following language as a new subsection 2(c):

"Landlord recognizes that Tenant has incurred large expenses with the construction of the Tower. In consideration of these expenses, and as a condition-precedent to the granting of any governmental approval by Landlord and/or the execution of any agreement by Landlord with any other third party that will seek to use the Tower, Landlord shall require the first future tenant or licensee to pay to Tenant, One Hundred Twelve Thousand Five Hundred Dollars (\$112,500.), which is one half of the costs incurred by Tenant for construction of the Tower. Such amount must be received by Tenant prior to the installation of such first future tenant's or licensee's equipment on the Tower. Any subsequent future tenant or licensee who desires to install any equipment on the Tower, shall pay to Tenant and to the first future tenant or licensee a pro-rata share of the costs to construct the Tower relative to the total number of parties actually using the Tower at that time, prior to the installation of such subsequent party's equipment. As such, a second future tenant or licensee's total pro-rata share would be \$75,000, due prior to equipment installation, with \$37,500, payable to Tenant and \$37,500 payable to the first future tenant. Regardless of the structural capacity of the Tower to house multiple tenants (e. g. five-carrier tower), the pro-rata share payable to Tenant for each future tenant or licensee shall be determined by using the number of occupants that will actually locate on the Tower, instead of the number of occupants who may potentially locate on the Tower, excluding any governmental tenants or licensees.

7. Section 2(b) of the Agreement is amended by deleting the second full sentence of Section 2(b) which reads as follows:

"[As a result, Tenant shall not owe any rent to Landlord hereunder during the term of this Lease nor any subsequent Renewal Term of this Lease.]"

8. Section 2(b) of the Agreement is amended by deleting the fifth full sentence of Section 2(b) which reads as follows:

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“[In the event Landlord fails to renew the Lease at the end of any Renewal Term as provided for in Section 3 herein, ownership of the guyed tower shall revert back to the Tenant and Landlord shall pay Tenant the reasonable costs to relocate the antenna site, within Hartford County, Connecticut, including without limitation, site acquisition costs, and other relocation/equipment setup costs.]”

9. Section 15(a) of the Agreement is amended by deleting the parenthetical from the first sentence which reads as follows:

“(Requested language by landlord is unacceptable, we must receive notice and need more than 5 days)”

10. Section 2 of the Agreement is modified by the insertion of the following language as a new subsection 2(d):

“**Emergency 911 Service.** Without the payment of additional Rent, Landlord agrees that Tenant will be permitted to install on the Tower or on other portions of the Premises additional Emergency 911 Service antennas and associated cables and equipment in the future at a location which is mutually acceptable to Landlord and Tenant.”

11. Section 10 of the Agreement is modified by the insertion of the following language as a new subsection 10(c):

“Landlord and Tenant hereby acknowledge and agree that title to the Tower has been vested in Landlord since June 2003.”

12. **Acknowledgement.** Landlord acknowledges that: 1) this First Amendment is entered into of the Landlord’s free will and volition; 2) Landlord has read and understands this First Amendment and the underlying Agreement and, prior to execution of the First Amendment, was free to consult with counsel of its choosing regarding Landlord’s decision to enter into this First Amendment and to have counsel review the terms and conditions of the First Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this First Amendment, the underlying Agreement between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect; and 4) Landlord has secured any and all approvals or consents necessary to enter into this First Amendment and upon execution by Landlord the First Amendment shall become a valid and binding obligation of Landlord.

13. Section 16 of the Agreement is modified by the insertion of the following language at the end of the existing Section 16:

“The right of assignment or sublease is limited to permitting a third party to use such antennas and equipment installed and in use by Tenant or such substitute equipment installed by the assignee or subtenant occupying the same portion of the Tower occupied by Tenant. The right of assignment or sublease does not permit Tenant and assignee or subtenant to occupy the Tower simultaneously.”

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14. **Notices.** Section 17 of the Agreement is hereby deleted in its entirety and replaced with the following: NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

As to Tenant:
New Cingular Wireless PCS, LLC,
c/o AT&T Network Real Estate Administration,
Re: Cell Site Number: CT5426,
Re: Cell Site Name: Canton (Collinsville) – Main St.
Fixed Asset No: 10070962,
12555 Cingular Way, Suite 1300,
Alpharetta, GA 30004

With a required copy of the notice sent to the address above to AT&T Legal at:
Attn.: AT&T Legal Department,
New Cingular Wireless PCS, LLC,
Re: Cell Site Number: CT5426,
Re: Cell Site Name: Canton (Collinsville) – Main St.
Fixed Asset No: 10070962,
340 Mt. Kemble Avenue,
Morristown, NJ 07960-6656

As to Landlord:
Town of Canton,
4 Market Street,
PO Box 168,
Collinsville, CT 06022-0168

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

15. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Upon full execution of this First Amendment, each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

16. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

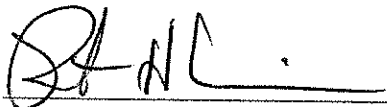
17. **Prior Amendment.** Landlord and Tenant each acknowledge and agree that the Prior Amendment was never fully executed and is void and of no effect.

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IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the date and year below.

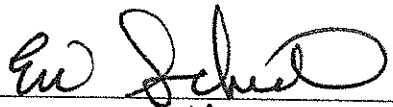
LANDLORD:

Town of Canton,
a Connecticut municipal corporation


By: 
Name: Robert H. Skinner
Title: Chief Administrative Officer
Date: 6/19/12


TENANT:

New Cingular Wireless PCS, LLC
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: 
Name: ERIC SCHNEIDER
Title: AREA MANAGER RECON
Date: 6/6/12

WITNESSED BY:

By: 
Name: LINDA SMITH
Title: TOWN CLERK

By: 
Name: Deirdre Day
Title: Leave Administrator

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LANDLORD ACKNOWLEDGEMENT

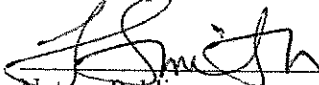
CORPORATE ACKNOWLEDGEMENT

STATE OF CONNECTICUT)

COUNTY OF Hartford, Canton

I CERTIFY that on June 19, 2012, Robert H Slawner [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the CEO [title] of the Town of Canton [name of corporation], the corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.


Notary Public: _____
My Commission Expires: _____

**LINDA SMITH
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 2015**

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TENANT ACKNOWLEDGEMENT

STATE OF Connecticut)
) ss. Rocky Hill
 COUNTY OF Hartford)

I certify that I know or have satisfactory evidence that Eric Schneider is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Area Manager RE Con of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: June 6, 2012

Hallee M. Redding
 (Signature of Notary)

(Legibly Print or Stamp Name of Notary)
 Notary Public in and for the State of CT
 My appointment expires: 9/23/18

Market: RCTB
Cell Site Number:
CTL05426
Cell Site Name: Canton -
Collinsville
Fixed Asset Number: 10070962

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT dated as of the latter of the signature dates below, is by and between Town of Canton, a Connecticut municipal corporation, having a mailing address at PO Box 168, Collinsville, CT 06022-0168 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated December 31st, 2002, as amended by a First Amendment dated June 19, 2012 whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 4 Market Street, Canton, CT 06022 ("Agreement"); and

WHEREAS, Landlord and Tenant desire, in their mutual interest, wish to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

- 1. New Premises Area.** Landlord agrees to increase the size of the Premises leased to Tenant to accommodate Tenant's needs. Upon the execution of this Amendment, Landlord leases to Tenant the additional premises described on attached Exhibit 1-A ("New Premises Area"). Landlord's execution of this Amendment will signify Landlord's approval of Exhibit 1-A. The Premises under the Agreement prior to this Amendment in addition to the New Premises Area under this Amendment shall be the Premises under the Agreement.
- 2. Generator.** Tenant shall have the right to install, repair, maintain, modify, replace, remove, utilize, and operate (including but not limited to operate as may be required by applicable law) equipment within the New Premises Area, including without limitation a 4'x10' concrete pad and generator thereon, including back-up power supply. Tenant shall have the right to access the New Premises Area, and any provisions in the Agreement governing access shall apply to such access. The generator shall remain

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the property of Tenant, and Tenant shall have the right to remove or modify it at any time.

3. **Expansion of Vertical Chase.** Tenant shall have the right to expand the size of the vertical chase from the basement through the building to the attic level to accommodate the increase in the number of lines added in the LTE 2C, 3C 5G NR 1DR1 project. Upon execution of this Amendment, Landlord agrees to memorialize the scope of the project described on the attached Exhibit 1-B including the expansion of the vertical chase as show on page A-3.
4. **Rent.** Commencing the first day of the month following commencement of installation within the New Premises Area (“Increase Commencement Date”), Rent shall be increased by Four Hundred and No/100 Dollars (\$ 400.00) per month, subject to further adjustments, if any, as provided in the Agreement; provided that the first such increased payment shall not be due until sixty (60) days after such commencement date and provided further that, any partial month occurring after the Increase Commencement Date, the increased Rent amount shall be pro-rated.
5. **Other.** Landlord represents and warrants that, to its knowledge, no conditions exist within the New Premises Area or otherwise on the property where the Premises and New Premises Area are located that would adversely impact Tenant’s permitting and/or installation of a generator within the New Premises Area. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain any government approvals for Tenant’s use of the New Premises Area under this Agreement and agrees, at Tenant’s request, to reasonably assist Tenant with such applications and with obtaining and maintaining the government approvals. Where applicable law governs how the generator will be used, Tenant may use the generator in the manner set forth in applicable law. Tenant may terminate this Amendment by written notice to Landlord at any time, and the rent increase set forth in Section 3 shall not take effect or shall be cancelled, as applicable, following any such termination. Within one hundred twenty 120 days after termination of this Amendment, Tenant shall remove its equipment from the New Premises Area; provided that any portions of the equipment that Tenant fails to remove within such period and cessation of Tenant’s operations at the New Premises Area shall be deemed abandoned. At Landlord’s option, Landlord may charge Tenant the reasonable cost of having to remove the Tenant’s abandoned equipment. Tenant shall repair any damage, less ordinary wear and tear, to the New Premises Area caused by its removal activities.
6. Section 14 of the Agreement is hereby deleted in its entirety and replaced with the following:

Notices. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

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② RHS

If to LANDLORD: Town of Canton
Attn: CAO
4 Market Street
Collinsville, CT 06022

If to TENANT: New Cingular Wireless PCS, LLC
Attn: TAG - LA
Re: Cell Site # CTL05426
Cell Site Name: Canton Collinsville
Fixed Asset #: 10070962
1025 Lenox Park Blvd NE
3rd Floor
Atlanta, GA 30319

With copy to:

New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #CTL05426
Cell Site Name: Canton
Collinsville
Fixed Asset #: 10070962
208 S. Akard Street
Dallas, Texas, 75202-4206

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③ RIS

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

7. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Second Amendment. The rights granted to Tenant herein are in addition to and not intended to limit any rights of Tenant in the Agreement. Unless otherwise specified herein or unless the context requires otherwise, the terms in the Agreement shall apply to the New Premises Area.

8. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

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④ RWK

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Fifth Amendment on the dates set forth below.

LANDLORD:
Town of Canton

TENANT:
New Cingular Wireless PCS, LLC,
a Delaware limited liability
company

By: AT&T Mobility Corporation
Its: Manager

By: 

By: 

Print Name: Robert H. Skinner

Print Name: BRIAN LEYDEN

Its: Chief Administrative Officer

Its: AREA MANAGER LTE

Date: 10/26/2021

Date: 10/4/2021

HR (5) RHS

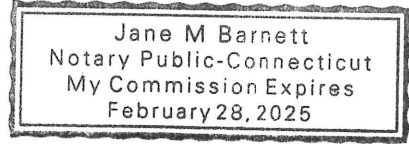
TENANT ACKNOWLEDGEMENT

STATE OF ~~Pennsylvania~~ CT

COUNTY OF NEW HAVEN) ss: MERIDEN

On the 4th day of OCT, 2021 before me personally appeared BRIAN LEIDEN, and ANCA MANUEL acknowledged under oath that he is the of ATT of _____, the _____ named in the attached instrument, and as such was authorized to execute this instrument on behalf of the _____.

Notary Public: Jane M Barnett
My Commission Expires: _____



LANDLORD ACKNOWLEDGEMENT

STATE OF Connecticut)
COUNTY OF Hartford) ss: Canter

BE IT REMEMBERED, that on this 24 day of October, 2021 before me, the subscriber, a person authorized to take oaths in the State of Connecticut, personally appeared Robert H Skinner who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Notary Public: Linda L Smith
My Commission Expires: _____

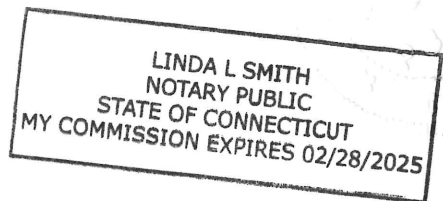
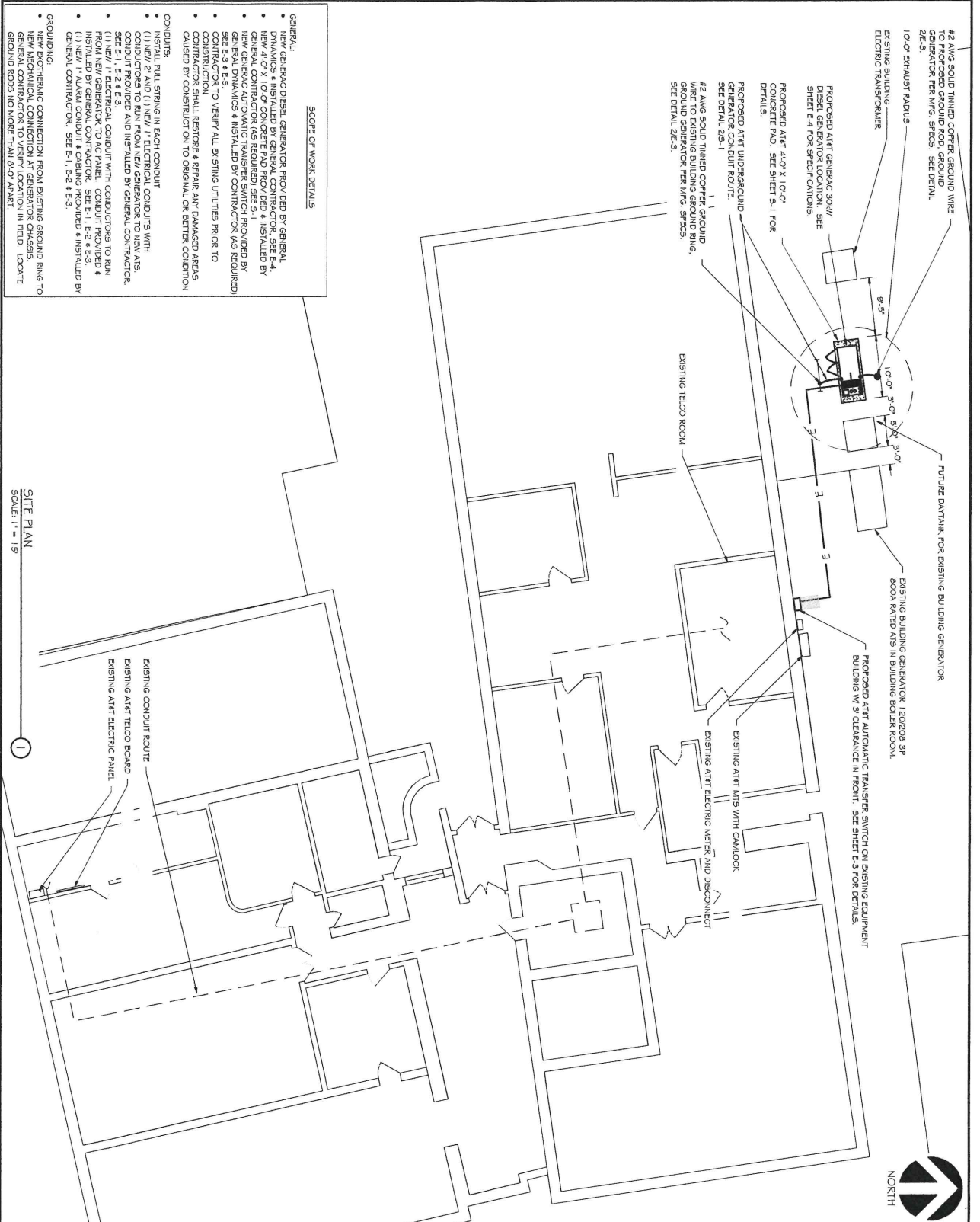


EXHIBIT 1-A

Additional Premises Area

See attached



SCOPE OF WORK DETAILS

GENERAL:

- NEW GENERAL DIESEL GENERATOR PROVIDED BY GENERAL DYNAMICS & INSTALLED BY GENERAL CONTRACTOR. SEE E-4.
- NEW 4'-0" X 10'-0" CONCRETE PAD PROVIDED & INSTALLED BY GENERAL CONTRACTOR AS REQUIRED. SEE E-5.
- NEW 1" ALUMINUM CONDUIT WITH GROUNDING PROVIDED BY GENERAL DYNAMICS & INSTALLED BY CONTRACTOR (AS REQUIRED). SEE E-3 & E-5.
- CONTRACTOR TO VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL RESTORE & REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION TO ORIGINAL OR BETTER CONDITION.

CONDUITS:

- PULL STRINGS IN EACH CONDUIT.
- (1) NEW 2" AND (1) NEW 1" ELECTRICAL CONDUITS WITH CONDUITORS TO RUN FROM NEW GENERATOR TO NEW ATS. CONDUIT PROVIDED AND INSTALLED BY GENERAL CONTRACTOR. SEE E-1, E-2 & E-3.
- (1) NEW 1" ALUMINUM CONDUIT WITH CONDUITORS TO RUN FROM NEW GENERATOR TO AC PANEL. CONDUIT PROVIDED & INSTALLED BY GENERAL CONTRACTOR. SEE E-1, E-2 & E-3.
- (1) NEW 1" ALUMINUM CONDUIT & CABLE PROVIDED & INSTALLED BY GENERAL CONTRACTOR. SEE E-1, E-2 & E-3.

GROUNDING:

- NEW DIATHERMIC CONNECTION FROM EXISTING GROUND RING TO NEW MECHANICAL CONNECTION AT GENERATOR CHASSIS.
- NEW MECHANICAL CONNECTION AT GENERATOR CHASSIS.
- GROUND RODS NO MORE THAN 6'-0" APART.

SITE PLAN
 SCALE: 1" = 15'

CONSULTANT:
GENERAL DYNAMICS
 Information Technology, Inc.
 GENERAL DYNAMICS
 681 MOORE RD STE 110
 KING OF PRUSSIA, PA 19406

PREPARED FOR:
RAMAKER
 at&t
 Mobility

(608) 643-4100
 www.ramaker.com

PROJECT: CANTON-COLLINSVILLE (CT5426)
FA ID #: 10070962
PROJECT TITLE: 4 MARKET STREET CANTON, CT 06019

DATE: 08/12/2021
ISSUE: FINAL

SCALE: 1" = 15'

PROJECT: 50174
NO.: A-1

STATE OF CONNECTICUT
 JAMES R. SKOPIRONSKI
 28268
 LICENSED PROFESSIONAL ENGINEER