

**CITY OF DARDENNE PRAIRIE
2032 HANLEY ROAD
DARDENNE PRAIRIE, MO 63368**

**BOARD OF ADJUSTMENT
MEETING AGENDA
January 09, 2025
6:00 p.m.**

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

Ken Johnson
Gary Deffendall
Vince Lobosco
Dan Becker
Matt Turner
John Smerek (Alternate)
Ted Pivin (Alternate)

PUBLIC HEARING

- 1. A Variance Request to allow the installation of a 115' Monopole with a 5' lightning rod, to serve as a wireless support structure at 2500 Technology Drive, Lot 31.** The property is zoned "ND" New Development.

The applicant requests a variance from the setback requirements outlined in the Dardenne Prairie Municipal Code Section 405.481 D.3.c. which states:

The distance between a wireless support structure and the boundaries of the property on which the wireless support structure lies shall be a distance equal to or exceeding one hundred ten percent (110%) of the wireless support structure height.

NEW BUSINESS

- 2. A Variance Request to allow the installation of a 115' Monopole with a 5' lightning rod, to serve as a wireless support structure at 2500 Technology Drive, Lot 31.** The property is zoned "ND" New Development.

- Roll Call Vote

APPROVAL OF MINUTES

Approval of Minutes – 07-25-22

ADJOURNMENT



Todd M. Streiler AICP, LEED AP
Planning & Development Manager
City of Dardenne Prairie
Tstreiler@DardennePrairie.org
Phone 636.755.5314

Staff Report

TO: Board of Adjustment Members

FROM: Todd Streiler, Planning & Development Manager

DATE: December 30, 2024

SUBJECT: 2500 Technology Drive – Wireless Support Structure Variance

On November 5, 2024, Collective Solutions submitted a Conditional Use Permit Application for a wireless support structure. Upon review, Staff found that the proposed wireless support structure was not in compliance with the City's Zoning Code Section 405.481.D.3.c. which states, *"The distance between a wireless support structure and the boundaries of the property on which the wireless support structure lies shall be a distance equal to or exceeding one hundred ten percent (110%) of the wireless support structure's height."*

The height of the wireless support structure is 115' with a 5' lightning rod (120'). Therefore, according to the City's Code, it must be 132' from the property boundaries. The wireless support structure is 100.6' from the north property boundary, 108.2' from the east property boundary, and 105.4' from the west property boundary. To proceed with the required CUP needed to build the wireless support structure, a variance is needed to Section 405.481.D.3.c as described above.

The site is 1.41 acres, zoned "ND" New Development and owned by Bryant Himmelsbach. Brandy's Auto Body, A&A Towing and a billboard are currently located on site. Wireless antennas are currently located on top of the billboard. The intent is to remove the billboard mounted antennas and construct a monopole capable of accommodating three (3) arrays of antennas.

On November 19, 2024, Collective Solutions submitted a Variance Application, fee and all the necessary exhibits to request a variance to allow the installation of a 115' Monopole with a 5' lightning rod, to serve as a wireless support structure at 2500 Technology Drive. Public notice was provided in accordance with Section 405.925. The following includes the applicable requirements of Chapter 405, followed by Staff's comments in red.

COMPLIANCE WITH ORDINANCE

Section 405.940 A.1. When an applicant requests some variation in the requirements of Chapter 405 of the Municipal Code of the City of Dardenne Prairie to construct a new wireless support structure or for a substantial modification of a wireless support structure, and where the strict application of Chapter 405 would involve undue hardship, the applicant may request a variance pursuant to this Section 405.940. *The proposed wireless support structure does not meet the requirements of Section 405. 481 D.3 c highlighted below:*

Section 405.481 Standards for Approving New Wireless Support Structures.

D. Standards. When deciding whether to approve or deny a conditional use permit for a wireless support structure or substantial modification of a wireless support structure, the Planning and Zoning Commission and the Board of Aldermen shall consider the following:

3. Whether the application meets the following requirements:

c. A wireless support structure shall be located at least two hundred (200) feet from any residential structure. The distance between a wireless support structure and the boundaries of the property on which the wireless support structure lies shall be a distance equal to or exceeding one hundred ten percent (110%) of the wireless support structure's height.

The nearest residential structure is over 300' away. However, the wireless support structure is within 110% of its height to the boundaries of the property which the wireless support structure lies – this requirement is the subject of the variance being sought.

The wireless support structure is 100.6' from the north property line, 108.2' from the east property line, and 105.4' from the west property line. The separation distance should be 110% of the height which is 120' with a 5' lightning rod (125'). According to the Code, the wireless support structure needs to be at least 132' from any property line. Therefore, the petitioner needs the following variances"

- 1) 31.4' variance to the north property line.
- 2) 23.8' variance for the east property line and
- 3) 26.6' variance from the west property line.

Section 405.940 A.2. In reviewing a requested variance under this Section 405.940, the Board of Adjustment may consider, but is not limited to, the following questions:

- a. Does the hardship result from the strict application of these regulations?
- b. Is the hardship suffered by the property in question?
- c. Is the hardship the result of the applicant's own action?
- d. Is the requested variance in harmony with the general purpose and intent of the zoning regulations and does it preserve the spirit?
- e. If the variance is granted, will the public safety and welfare have been assured and will substantial justice have been done?
- f. If denial of the variance will prohibit or have the effect of prohibiting the provision of personal wireless services under 47 U.S.C. §332(C)(7)(B)(i)(II)?

Section 405.940 B.1. An application for a variance to construct a new wireless support structure, or for a substantial modification of a wireless support structure, shall be submitted to the City Clerk and shall contain or be submitted concurrently with the following information: *Application is enclosed as Exhibit A*

- a. A legal description of the property to be affected, including one (1) hard printed copy and one (1) electronic copy in a Microsoft-Word-compatible format; *Legal description is attached to Exhibit A.*
- b. A scaled map of such property, correlated with the legal description and clearly showing the property's location; *The location Map is included on Sheet T1, see attached Exhibit B.*

- c. The names, addresses and telephone numbers of the applicant(s), all the fee owners of such property and their agents, if any, and copies of the deeds on file with the office of the St. Charles County Recorder of Deeds evidencing such ownership; *The applicant information is found on Sheet T1 (Exhibit B)*
- d. A copy of a lease, letter of authorization or other agreement from the property owner evidencing the applicant's right to pursue the application; *Enclosed as Exhibit C*
- e. Date of filing with the Board of Adjustment; *11/19/2024.*
- f. The present zoning, proposed change of zoning, if any, and proposed use of such property; *“ND”*
- g. The names and mailing addresses of property owners with property within an area determined by lines drawn parallel to and three hundred (300) feet distant from the boundaries of the property(ies) to be affected; *Enclosed as Exhibit D*
- h. Signature(s) of applicant(s) and owner(s) certifying the accuracy of the required information. If the owner(s) of the property or the applicant(s) are a trust or business entity, then proof of the authority of the party executing the application must be provided by way of resolution, minutes, bylaws, articles of incorporation or some other reasonable means; *This was included within each application*
- i. Site plan. See Article XIII (unless deemed unnecessary by the Board of Adjustment); *This is included with the zoning drawings- See Exhibit B, Sheet C1*
- j. Photographs or other pictorial representations of the new wireless support structure, or the substantial modification of a wireless support structure, as viewed from neighboring properties to demonstrate if the wireless support structure is harmonious with the appearance and character of the neighborhood; *See Exhibit E 1a & 2a.*
- k. A landscape plan, meeting the requirements of Chapter 405, Article IX, detailing the landscaping around the base of all wireless support structures, wireless facilities, base stations, and equipment compounds; *This is included with the zoning drawings*
- l. The type of wireless facilities, infrastructure or technology to be used by the applicant; and *This information is not required under Missouri State Statutes.*
- m. Solely with respect to an application for a new wireless support structure, a statement by the applicant that it conducted an analysis of available collocation opportunities on existing wireless support structures within the same search ring defined by the applicant, solely for the purpose of confirming that an applicant undertook such an analysis. *Collectve Soluttions, Robert Bell, and T-Mobile conducted an analysis of available collocation opportunities on existing wireless support structures within the same search ring as defined by the applicant.*

Recommended Action

The petitioner is claiming the strict application of the requirements of the City's Zoning Code, Section 405.481.D.3.c., imposes an undue hardship due in part to the antiquated subdivision/plotting of land. Therefore, the petitioner has requested a variance as outlined above.

Prior to voting on a motion, the Board of Adjustment shall consider questions (a-f) provided under Section 405.940 A.2. and provide findings of fact based on sworn testimony and evidence specifying the reason for granting or denying the variance. Once the findings are provided and written into the record, Staff

recommends the Board of Adjustment pass one of the following motions in accordance with Section 405.940 C.1.c

- (1) Postpone consideration of the application because the application is incomplete;**
- (2) Approve the application;**
- (3) Approve the application with conditions; or**
- (4) Deny the application;**

Next Steps

Should the variance be granted, the petitioner will need to obtain a CUP and building permit.

Enclosures

cc: Mayor John Gotway and Board of Aldermen
Cathy Pratt, Interim City Administrator
Kim Clark, City Clerk
Drew Weber, City Attorney

PARCEL# 1: A TRIANGULAR TRACT OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 46 NORTH, RANGE 2 EAST, IN ST. CHARLES COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT AN OLD STONE SET AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, THENCE SOUTH 305.5 FEET TO THE NORTHEAST LINE MISSOURI U. S. HIGHWAY #40 TR, THENCE ALONG SAID HIGHWAY NORTH 37 DEGREES 02 MINUTES WEST 383.3 FEET, THENCE EAST 230.4 FEET TO THE PLACE OF BEGINNING.

PARCEL #2: A TRIANGULAR PARCEL OF LAND, SITUATE IN THE NORTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION ELEVEN (11) IN TOWNSHIP FORTY SIX (46), NORTH, RANGE TWO (2) EAST, IN ST. CHARLES COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERN CORNER OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SAID SECTION 11; THENCE EAST ONE HUNDRED FORTY FIVE (145) FEET; THENCE SOUTHWESTWARDLY THREE HUNDRED FORTY (340) FEET, MORE OR LESS, TO A POINT IN THE WESTERN LINE OF SAID NORTHEAST QUARTER (1/4); AND THENCE NORTH THREE HUNDRED FIVE TENTHS (305.5) FEET TO THE POINT OF BEGINNING.

PROJECT DESCRIPTION:

CONSTRUCTION OF TELECOMMUNICATIONS AND PUBLIC UTILITY FACILITY, CONSISTING OF A MONOPOLE, SPACE FOR CARRIER EQUIPMENT, AND A UTILITY BACKBOARD WITHIN A FENCED COMPOUND. NO WATER OR SEWER IS REQUIRED. THIS WILL BE AN UNMANNED FACILITY.

CODE COMPLIANCE:

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING:

- 2021 INTERNATIONAL BUILDING CODE
- 2021 INTERNATIONAL FIRE CODE
- 2021 INTERNATIONAL FUEL GAS CODE
- 2021 INTERNATIONAL MECHANICAL CODE
- 2021 INTERNATIONAL PLUMBING CODE
- 2021 INTERNATIONAL EXISTING BUILDING CODE
- 2021 INTERNATIONAL SWIMMING POOL & SPA CODE
- 2023 NATIONAL ELECTRICAL CODE



MO5209B

**HWY 40 BOB BELL PROJECT
2500 TECHNOLOGY DRIVE
DARDENNE PRAIRIE, MO 63366**

115' MONOPOLE

		APPROVED	APPROVED AS NOTED	DISAPPROVED/REVISE
VERTICAL BRIDGE	DATE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SITE ACQUISITION	DATE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CONSTRUCTION MANAGER	DATE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PERMITTING	DATE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RF ENGINEERING	DATE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Collective Solutions, LLC
Site Acquisition, Zoning and Permitting
www.collectivesolutions.com



ENGINEERED TOWER SOLUTIONS
3227 WELLINGTON COURT
RALEIGH, NC 27615
919-782-2710
www.ets-pllc.com

No.	Submital / Revision	App'd	Date
B	PRELIMINARY	VA	10/10/2024
A	PRELIMINARY	VA	09/26/2024

Drawn: DF Date: 10/10/2024
Designed: _____ Date: _____
Checked: VA Date: 10/10/2024

Project Number: 24128803

Project Title: MO5209B

**HWY 40 BOB BELL PROJECT
2500 TECHNOLOGY DRIVE
DARDENNE PRAIRIE, MO
63366**

T-MOBILE SITE ID: MO05209B

Engineer Stamp

10/10/2024

Drawing Title

TITLE SHEET

Drawing Scale:

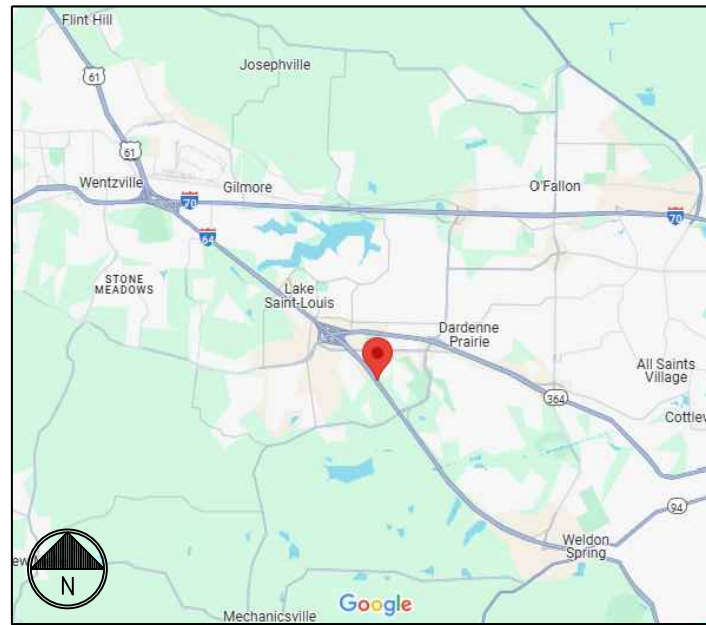
AS NOTED

Date: 10/10/2024

UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF APPLICABLE STATE AND/OR LOCAL LAWS

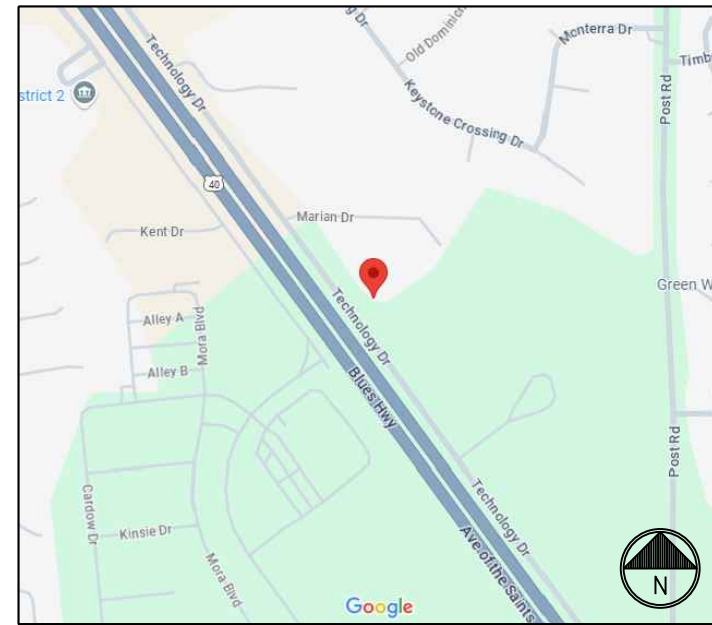
Drawing Number

T1



VICINITY MAP
N.T.S

DRAWING INDEX			
DRWG. #	TITLE	REV.#	DATE
T1	TITLE SHEET	B	10/10/2024
S1	SURVEY (BY OTHERS)	--	08/05/2024
S1	SURVEY (BY OTHERS)	--	08/05/2024
GN1	GENERAL NOTES	B	10/10/2024
GN2	GENERAL NOTES & LEGEND	B	10/10/2024
C1	OVERALL SITE PLAN	B	10/10/2024
C2	SITE PLAN	B	10/10/2024
C2A	COMPOUND PLAN	B	10/10/2024
C2B	T-MOBILE EQUIPMENT PLAN	B	10/10/2024
C3	TOWER ELEVATION & ANTENNA PLAN	B	10/10/2024
C3A	PLATFORM MOUNT DETAILS	B	10/10/2024
C4	ANTENNA DETAILS	B	10/10/2024
C4A	ANTENNA DETAILS	B	10/10/2024
C6	DETAILS	B	10/10/2024
C7	CABINET DETAILS	B	10/10/2024
C7A	CABINET DETAILS	B	10/10/2024
C8	FENCE DETAILS	B	10/10/2024
C8A	FENCE DETAILS	B	10/10/2024
C9	CIVIL DETAILS	B	10/10/2024
E1	ELECTRICAL PLAN	B	10/10/2024
E3	GROUNDING PLAN	B	10/10/2024
E4	GROUNDING NOTES	B	10/10/2024
E5	GROUNDING DETAILS	B	10/10/2024
RF1	SUPPLEMENTAL: PLUMBING DIAGRAM	--	--



LOCATION MAP
N.T.S

PROJECT INFORMATION	
SITE NAME:	HWY 40 BOB BELL PROJECT
SITE NUMBER:	MO5209B
ADDRESS:	2500 TECHNOLOGY DRIVE DARDENNE PRAIRIE, MO 63366
PARCEL #:	4-0036-S011-00-0031.0000000
DEED REFERENCE:	BOOK 4855 PAGE 291
ZONING CLASSIFICATION:	UD
ZONING JURISDICTION:	CITY OF DARDENNE PRAIRIE
GROUND ELEVATION:	598' AMSL (NAVD 88)
STRUCTURE TYPE:	MONOPOLE
STRUCTURE HEIGHT:	115'
LATITUDE (NAD 83):	38.758469° N
LONGITUDE:	90.761236° W

PROJECT DIRECTORY	
PROPERTY OWNER:	HIMMELSBACH
APPLICANT:	COLLECTIVE SOLUTIONS, LLC 340 MARSHALL ROAD VALLEY PARK, MO 63088
CONTACT:	TAYLOR BELL TAYLER@COLLECTIVESOLUTIONS.COM
ENGINEER:	ENGINEERED TOWER SOLUTIONS, PLLC 3227 WELLINGTON COURT RALEIGH, NC 27615 919-782-2710
CONTACT:	VINCENT ACEY VINCENT.ACEY@ETS-PLLC.COM
POWER COMPANY:	TBD
TELCO COMPANY:	TBD

T-MOBILE SITE ID: MO05209B

DIG ALERT:
CALL FOR UNDERGROUND UTILITIES PRIOR TO DIGGING: 811
EMERGENCY:
CALL 911

**PARENT PARCEL
PAGE 1 OF 2**

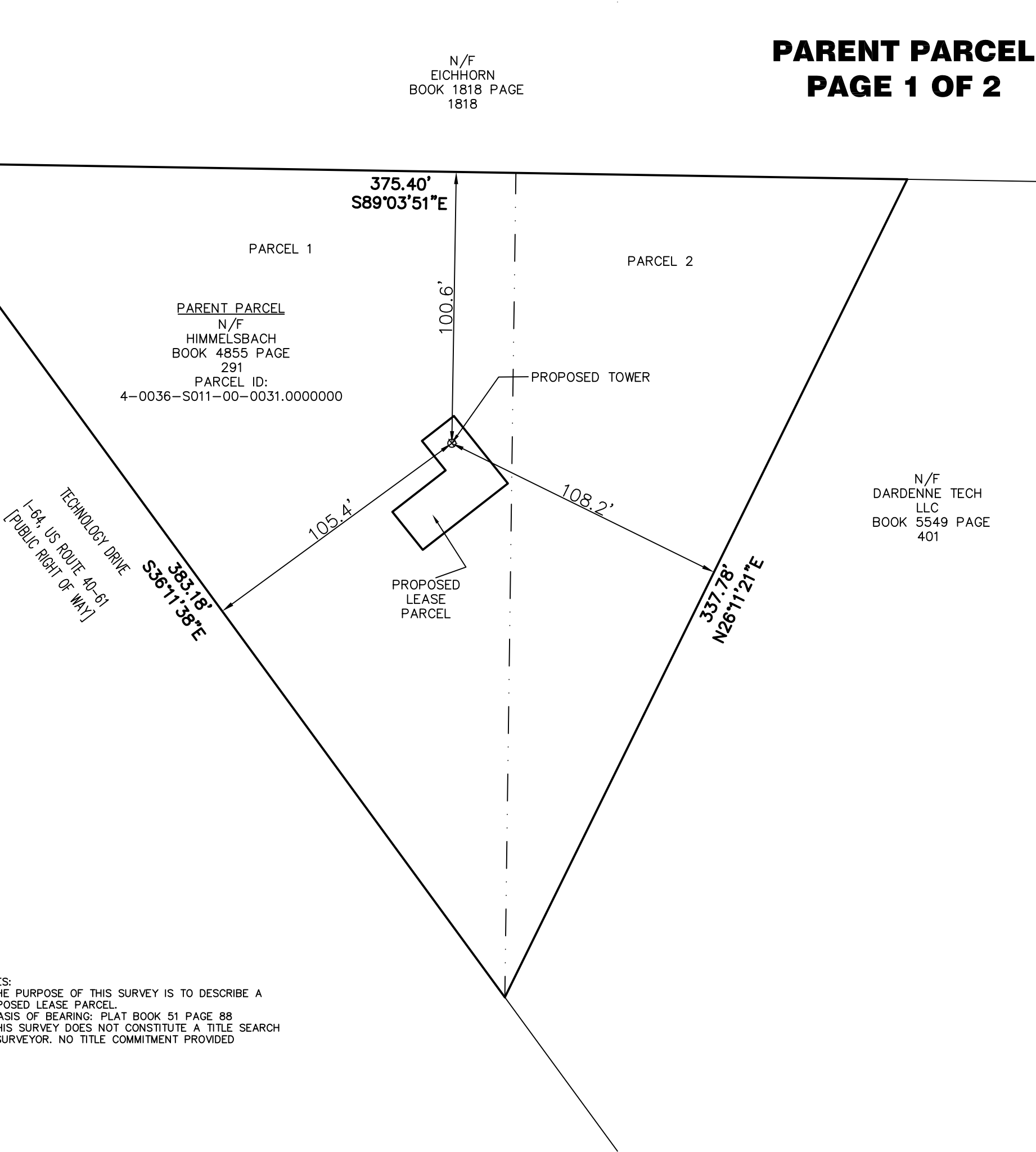
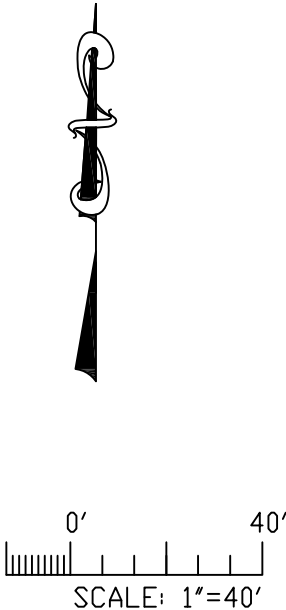
N/F
EICHHORN
BOOK 1818 PAGE
1818

SURVEY
SITE NUMBER: M05209B

MINNICK SURVEYING, LLC

LC-2009001156

3520 HAMPTON AVE.
ST. LOUIS, MO 63139
(314) 721-9500
MINNICKSURVEYING.COM



PARENT PARCEL
N/F
HIMMELSBACH
BOOK 4855 PAGE
291
PARCEL ID:
4-0036-S011-00-0031.0000000

PROPOSED TOWER

PROPOSED
LEASE
PARCEL

N/F
DARDENNE TECH
LLC
BOOK 5549 PAGE
401

**PARENT PARCEL
PARCEL #1**
A TRIANGULAR TRACT OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 46 NORTH, RANGE 2 EAST, IN ST. CHARLES COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
BEGINNING AT AN OLD STONE SET AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, THENCE SOUTH 305.5 FEET TO THE NORTHEAST LINE OF MISSOURI U.S. HIGHWAY #40 TR, THENCE ALONG SAID HIGHWAY NORTH 37 DEGREES 02 MINUTES WEST, 383.3 FEET, THENCE EAST 230.4 FEET TO THE PLACE OF BEGINNING.

PARCEL #2:
A TRIANGULAR PARCEL OF LAND, SITUATE IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11 IN TOWNSHIP 46 NORTH, RANGE 2 EAST, IN ST. CHARLES COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWESTERN CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE EAST 145 FEET; THENCE SOUTHWESTWARDLY 340 FEET, MORE OR LESS, TO A POINT IN THE WESTERN LINE OF SAID NORTHEAST QUARTER; AND THENCE NORTH 305.5 FEET TO THE POINT OF BEGINNING.

NOTES:
- THE PURPOSE OF THIS SURVEY IS TO DESCRIBE A PROPOSED LEASE PARCEL.
- BASIS OF BEARING: PLAT BOOK 51 PAGE 88
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SURVEYOR. NO TITLE COMMITMENT PROVIDED

SITE ADDRESS:
2500 TECHNOLOGY DRIVE,
DARDENNE PRAIRIE, MO 63366
ST. CHARLES COUNTY
PROJECT NUMBER 10694

THIS MEDIA SHOULD
NOT BE
CONSIDERED A
CERTIFIED
DOCUMENT

PRELIMINARY. NOT
FOR CONSTRUCTION,
RECORDING
PURPOSES OR
IMPLEMENTATION

JARED MINNICK
LAND SURVEYOR
PLS-2007017968

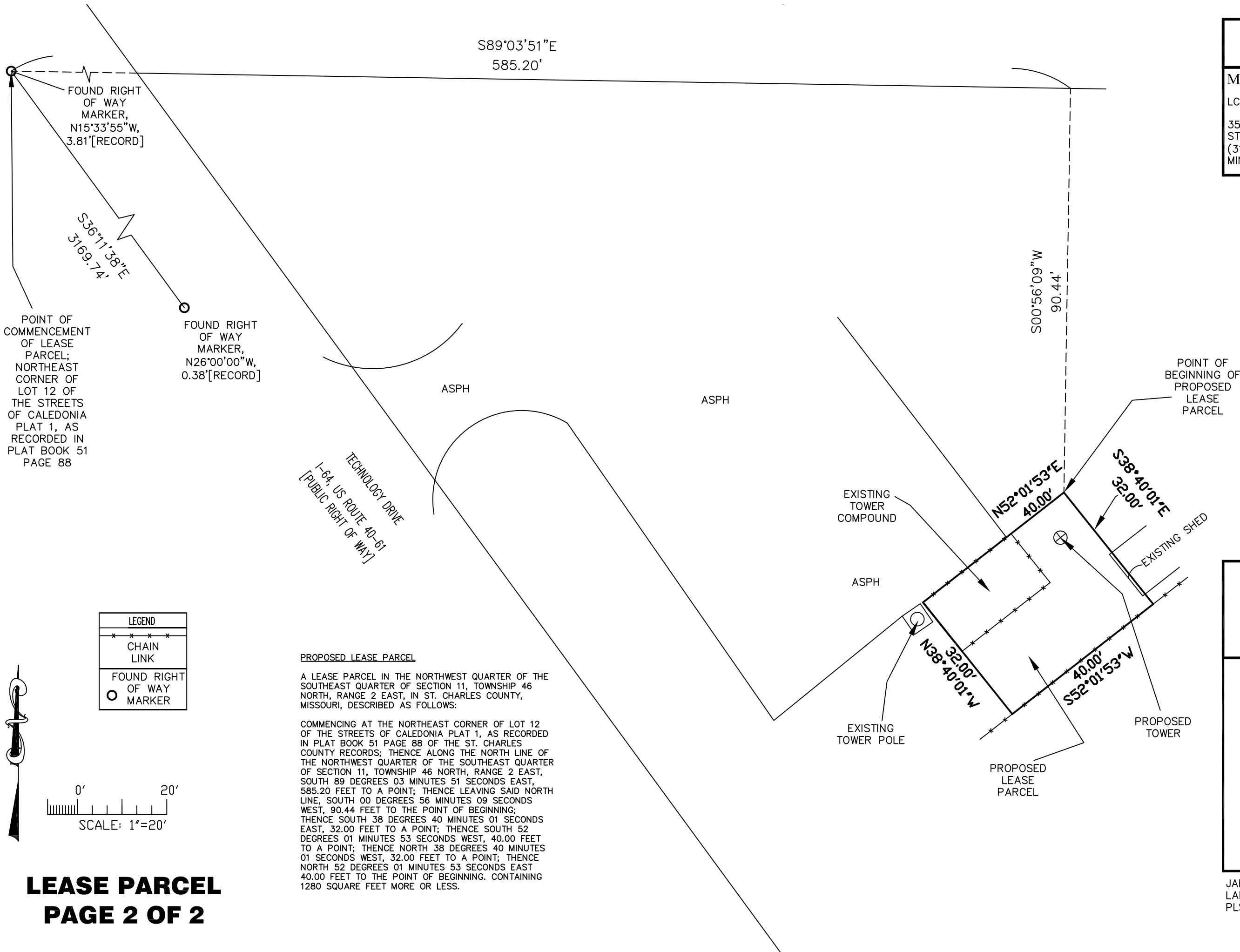
8/5/24

SURVEY
SITE NUMBER: M05209B

MINNICK SURVEYING, LLC

LC-2009001156

3520 HAMPTON AVE.
ST. LOUIS, MO 63139
(314) 721-9500
MINNICKSURVEYING.COM



POINT OF COMMENCEMENT OF LEASE PARCEL; NORTHEAST CORNER OF LOT 12 OF THE STREETS OF CALEDONIA PLAT 1, AS RECORDED IN PLAT BOOK 51 PAGE 88

FOUND RIGHT OF WAY MARKER, N15°33'55\"W, 3.81'[RECORD]

S36°11'38\"E
3169.74'

FOUND RIGHT OF WAY MARKER, N26°00'00\"W, 0.38'[RECORD]

S89°03'51\"E
585.20'

S00°56'09\"W
90.44'

POINT OF BEGINNING OF PROPOSED LEASE PARCEL

TECHNOLOGY DRIVE
I-64, US ROUTE 40-61
[PUBLIC RIGHT OF WAY]

EXISTING TOWER COMPOUND

ASPH

EXISTING TOWER POLE

PROPOSED LEASE PARCEL

PROPOSED TOWER

EXISTING SHED

LEGEND	
*****	CHAIN LINK
○	FOUND RIGHT OF WAY MARKER

0' 20'
SCALE: 1"=20'

PROPOSED LEASE PARCEL

A LEASE PARCEL IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 46 NORTH, RANGE 2 EAST, IN ST. CHARLES COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 12 OF THE STREETS OF CALEDONIA PLAT 1, AS RECORDED IN PLAT BOOK 51 PAGE 88 OF THE ST. CHARLES COUNTY RECORDS; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 46 NORTH, RANGE 2 EAST, SOUTH 89 DEGREES 03 MINUTES 51 SECONDS EAST, 585.20 FEET TO A POINT; THENCE LEAVING SAID NORTH LINE, SOUTH 00 DEGREES 56 MINUTES 09 SECONDS WEST, 90.44 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 38 DEGREES 40 MINUTES 01 SECONDS EAST, 32.00 FEET TO A POINT; THENCE SOUTH 52 DEGREES 01 MINUTES 53 SECONDS WEST, 40.00 FEET TO A POINT; THENCE NORTH 38 DEGREES 40 MINUTES 01 SECONDS WEST, 32.00 FEET TO A POINT; THENCE NORTH 52 DEGREES 01 MINUTES 53 SECONDS EAST 40.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1280 SQUARE FEET MORE OR LESS.

SITE ADDRESS:
2500 TECHNOLOGY DRIVE,
DARDENNE PRAIRIE, MO 63366
ST. CHARLES COUNTY

PROJECT NUMBER 10694

THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT

PRELIMINARY, NOT FOR CONSTRUCTION, RECORDING PURPOSES OR IMPLEMENTATION

JARED MINNICK
LAND SURVEYOR
PLS-2007017968

8/5/24

GENERAL PROJECT NOTES

1. THE ENGINEER SHALL BE RESPONSIBLE FOR PROVIDING ALL FIELD LAYOUT ON A ONE TIME BASIS.
2. THE CONTRACTOR SHALL TOPSOIL AND SEED ALL DISTURBED AREAS.
3. THE PLANS SHOW SOME KNOWN SUBSURFACE STRUCTURES, ABOVE-GROUND STRUCTURES AND/OR UTILITIES BELIEVED TO EXIST IN THE WORKING AREA, EXACT LOCATION OF WHICH MAY VARY FROM THE LOCATIONS INDICATED. IN PARTICULAR, THE CONTRACTOR IS WARNED THAT THE EXACT OR EVEN APPROXIMATE LOCATION OF SUCH PIPELINES, SUBSURFACE STRUCTURES AND/OR UTILITIES IN THE AREA MAY BE SHOWN OR MAY NOT BE SHOWN; AND IT SHALL BE HIS RESPONSIBILITY TO PROCEED WITH GREAT CARE IN EXECUTING ANY WORK. 48 HOURS BEFORE YOU DIG, DRILL OR BLAST, CALL 811.
4. THE ENGINEER SHALL BE NOTIFIED IN WRITING OF ANY CONDITIONS THAT VARY FROM THOSE SHOWN ON THE PLANS. THE CONTRACTOR'S WORK SHALL NOT VARY FROM THE PLANS WITHOUT THE EXPRESSED APPROVAL OF THE ENGINEER.
5. THE CONTRACTOR IS INSTRUCTED TO COOPERATE WITH ANY AND ALL OTHER CONTRACTORS PERFORMING WORK ON THIS JOB SITE DURING THE PERFORMANCE OF THIS CONTRACT.
6. THE CONTRACTOR SHALL RESTORE ALL PUBLIC OR PRIVATE PROPERTY DAMAGED OR REMOVED TO AT LEAST AS GOOD OF CONDITION AS BEFORE DISTURBED AS DETERMINED BY THE ENGINEER.
7. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIRED PERMITS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING, AND INCURRING THE COST OF ALL REQUIRED PERMITS, INSPECTIONS, CERTIFICATES, ETC.
9. THE CONTRACTOR SHALL PROTECT EXISTING PROPERTY LINE MONUMENTATION. ANY MONUMENTATION DISTURBED OR DESTROYED, AS JUDGED BY THE ENGINEER OR OWNER SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE UNDER THE SUPERVISION OF THE STATE LICENSED LAND SURVEYOR.
10. IT IS THE CONTRACTOR'S RESPONSIBILITY TO EXAMINE ALL PLAN SHEETS AND SPECIFICATIONS, AND COORDINATE WORK WITH ALL CONTRACTS FOR THE SITE.
11. ALL TRENCH EXCAVATION AND ANY REQUIRED SHEETING AND SHORING SHALL BE DONE IN ACCORDANCE WITH THE LATEST REVISIONS OF THE JURISDICTIONS STATE CODE AND OSHA REGULATIONS FOR CONSTRUCTION.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR DEWATERING AND THE MAINTENANCE OF SURFACE DRAINAGE DURING THE COURSE OF WORK.
13. ALL UTILITY WORK INVOLVING CONNECTIONS TO EXISTING SYSTEMS SHALL BE COORDINATED WITH THE ENGINEER AND THE UTILITY OWNER. NOTIFY THE ENGINEER AND THE UTILITY OWNER 24 HOURS BEFORE EACH AND EVERY CONNECTION TO EXISTING SYSTEMS IS MADE.
14. MAINTAIN FLOW FOR ALL EXISTING UTILITIES.
15. ALL SITE FILL SHALL MEET SELECTED FILL STANDARDS UNLESS NOTED OTHERWISE ON THE DRAWINGS.
16. CONTRACTOR TO GRADE ALL AREAS ON THE SITE TO PROVIDE POSITIVE DRAINAGE AWAY FROM THE COMPOUND AND THE TOWER.
17. THE CONTRACTOR SHALL TAKE TIES TO ALL UTILITY CONNECTIONS AND PROVIDE MARKED-UP AS-BUILT PLANS. AS-BUILT PLANS SHALL BE REVIEWED BY THE OWNER AND HIS REPRESENTATIVES, AND THE CONTRACTOR SHALL PROVIDE ANY CORRECTION OR ADMISSIONS TO THE SATISFACTION OF THE OWNER AND HIS REPRESENTATIVES BEFORE UTILITIES WILL BE ACCEPTED. AS-BUILTS SHALL INCLUDE ALL POWER, TELEPHONE, GROUNDING, ETC.
18. TOWER FOOTING DIMENSIONS SHALL BE VERIFIED WITH THE TOWER MANUFACTURER AND THE TOWER PLANS.

GENERAL CONSTRUCTION NOTES

1. GENERAL
 - A. THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY.
 - B. CONTRACTOR SHALL DETERMINE EXACT LOCATION OF EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE UNDERGROUND UTILITIES.
 - C. INCORRECTLY FABRICATED, DAMAGED, OR OTHERWISE MISFITTING OR NONCONFORMING MATERIALS OR CONDITIONS SHALL BE REPORTED TO THE OWNER PRIOR TO REMEDIAL OR CORRECTIVE ACTION. ANY SUCH ACTION SHALL REQUIRE APPROVAL.
 - D. EACH CONTRACTOR SHALL COOPERATE WITH THE OWNER'S REPRESENTATIVE, AND COORDINATE HIS WORK WITH THE WORK OF OTHERS.
 - E. PAINT ALL ANTENNAS, MOUNTING HARDWARE, CABLES, CABLE TRAYS, ETC. TO MATCH EXISTING STRUCTURE PER OWNER REQUIREMENTS. OWNER SHALL APPROVE COLOR.
 - F. ALL DAMAGED, MARRED, SCRAPED, ABRADED, ETC. AREAS OF EXISTING PAINT SHALL BE REPAIRED PER OWNERS REQUIREMENTS. OWNER SHALL APPROVE COLOR.

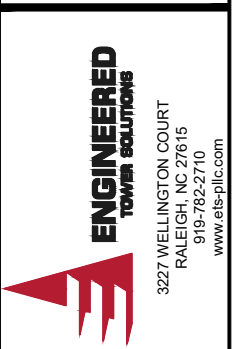
GENERAL CONSTRUCTION NOTES CONT.

2. EXCAVATIONS/FOUNDATION
 - A. FOUNDATION EXCAVATION SHALL BE HAND-TRIMMED TO REMOVE LOOSE MATERIALS.
 - B. EXTERIOR FOUNDATION BACKFILL SHALL BE SELECTED GRANULAR FILL.
 - C. ALL STRUCTURAL BACKFILL AND SUBBASE UNDER SLABS-ON-GRADE AND FOOTINGS SHALL BE "SW" OR BETTER PER ASTM D-2487 COMPACTED TO A MINIMUM 95% STANDARD PROCTOR DENSITY PER ASTM D 698.
 - D. DO NOT PLACE FOOTINGS IN WATER OR ON FROZEN GROUND.
 - E. SOIL BEARING SURFACES, PREVIOUSLY ACCEPTED BY GEOTECHNICAL ENGINEER, WHICH ARE ALLOWED TO BECOME SATURATED, FROZEN OR DISTURBED SHALL BE REWORKED TO SATISFACTION OF GEOTECHNICAL ENGINEER.
 - F. DO NOT ALLOW GROUND BENEATH FOOTINGS TO FREEZE.
 - G. FOOTING EXCAVATIONS SHALL BE CUT NEAT.
3. CONCRETE
 - A. DESIGN AND CONSTRUCTION OF ALL CONCRETE ELEMENTS SHALL CONFORM TO THE LATEST EDITIONS OF THE FOLLOWING APPLICABLE CODES: ACI 301 "SPECIFICATIONS FOR STRUCTURE CONCRETE FOR BUILDINGS"; ACI 318, "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE".
 - B. MIX DESIGN SHALL BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO PLACING CONCRETE.
 - C. CONCRETE SHALL BE NORMAL WEIGHT, 6% AIR ENTRAINED (±1.5%) WITH A MAXIMUM 4" SLUMP, AND HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 3000 PSI UNLESS OTHERWISE NOTED.
 - D. MAXIMUM AGGREGATE SIZE SHALL BE 1".
 - E. THE FOLLOWING MATERIALS SHALL BE USED:

PORTLAND CEMENT:	ASTM C 150, TYPE I
REINFORCEMENT:	ASTM A 615, GRADE 60
NORMAL WEIGHT AGGREGATE:	ASTM C 33
WATER:	DRINKABLE
ADMIXTURES:	NON-CHLORIDE CONTAINING
 - F. REINFORCING SHALL CONFORM TO ASTM A-615 WITH SUPPLEMENT. MINIMUM YIELD STRENGTH Fy= 60 KSI. REINFORCING DETAILS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF ACI 315.
 - G. CONCRETE COVER AROUND REINFORCING BARS (U.N.O.) SHALL BE:
 1. CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED EARTH.....3"
 2. CONCRETE EXPOSED TO EARTH, WEATHER.....2"
 3. SLABS.....3/4"
 4. ALL OTHER CONCRETE.....1 1/2"
 - H. UNLESS INDICATED OTHERWISE ON THE DRAWINGS, REINFORCEMENT SPLICES SHALL MEET CLASS B, TENSION LAP REQUIREMENTS IN ACCORDANCE WITH ALL PROVISIONS OF ACI 318 LATEST EDITION, UNLESS NOTED OTHERWISE.
 - I. CURING COMPOUNDS SHALL CONFORM TO ASTM C-309.
 - J. ADMIXTURES SHALL CONFORM TO THE APPROPRIATE ASTM STANDARD AS REFERENCED IN ACI-301.
 - K. DO NOT WELD OR TACKWELD REINFORCING STEEL.
 - L. ALL DOWELS, ANCHOR BOLTS, EMBEDDED STEEL, ELECTRICAL CONDUITS, PIPE SLEEVES, PIPING, WATERSTOPS, INSERTS, GROUNDS AND ALL OTHER EMBEDDED ITEMS AND FORMED DETAILS SHALL BE IN PLACE BEFORE START OF CONCRETE PLACEMENT.
 - M. LOCATE ADDITIONAL CONSTRUCTION JOINTS REQUIRED TO FACILITATE CONSTRUCTION AS ACCEPTABLE TO ENGINEER. PLACE REINFORCEMENT CONTINUOUSLY THROUGH JOINT.
 - N. REINFORCEMENT SHALL BE COLD BENT WHENEVER BENDING IS REQUIRED.
 - O. PLACE CONCRETE IN A UNIFORM MANNER TO PREVENT THE FORMATION OF COLD JOINTS AND OTHER PLANES OF WEAKNESS. VIBRATE THE CONCRETE TO FULLY EMBED REINFORCING. DO NOT USE VIBRATORS TO TRANSPORT CONCRETE THROUGH CHUTES OR FORMWORK.
 - P. DO NOT PLACE CONCRETE IN WATER, ICE, OR ON FROZEN GROUND.
 - Q. DO NOT ALLOW CONCRETE SUBBASE TO FREEZE DURING CONCRETE CURING AND SETTING PERIOD, OR FOR A MINIMUM OF 14 DAYS AFTER PLACEMENT.
 - R. FOR COLD-WEATHER AND HOT-WEATHER CONCRETE PLACEMENT, CONFORM TO APPLICABLE ACI CODES AND RECOMMENDATIONS. IN EITHER CASE, MATERIALS CONTAINING CHLORIDE, CALCIUM, SALTS, ETC. SHALL NOT BE USED. PROTECT FRESH CONCRETE FROM WEATHER FOR 7 DAYS MINIMUM.
 - S. PROVIDE A STEEL TROWEL FINISH TO THE SLAB.

GENERAL CONSTRUCTION NOTES CONT.

4. ANTENNA SUPPORT BRACKET NOTES (IF APPLICABLE)
 - A. DESIGN RESPONSIBILITY OF ANTENNA MOUNTING BRACKETS AND POLES AND ALL COMPONENTS THERE OF AND ATTACHMENT THERE TO SHALL BE THE RESPONSIBILITY OF THE MANUFACTURER. MFR SHALL PROVIDE TO THE ENGINEER FOR APPROVAL, DRAWINGS DETAILING ALL COMPONENTS OF THE ASSEMBLY, INCLUDING CONNECTIONS, DESIGN LOADS, AND ALL OTHER PERTINENT DATA.
 - B. BRACKETS SHALL BE DESIGNED TO SUPPORT CURRENT AND FUTURE PANEL ANTENNAS AND COAXIAL CABLES AS SHOWN.
5. STRUCTURAL STEEL NOTES
 - A. STRUCTURAL STEEL SHALL CONFORM TO THE LATEST EDITION OF THE AISC "SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS".
 - B. STEEL ANGLES, BASE PLATES, BEARING PLATES AND MISC. FABRICATION SHALL BE MADE FROM STEEL MEETING THE REQUIREMENTS OF ASTM-A36 WITH A MINIMUM YIELD STRESS OF 36 KSI. ALL STEEL TUBES AND PIPES SHALL BE A500 STEEL MINIMUM.
 - C. ALL DINGS, SCRAPES, MARS, AND WELDS IN THE FINISHED AREAS SHALL BE REPAIRED BY FIELD TOUCH-UP PRIOR TO COMPLETION OF THE WORK.
 - D. ALL EXTERIOR STRUCTURAL STEEL SHALL BE, WHEN DELIVERED, HOT-DIP GALVANIZED ACCORDING TO ASTM A123. TOUCH-UP FIELD WELDS AND ABRADED AREAS W/2 COATS OF GALVANIZED PAINT, ZRC COLD GALVANIZING COMPOUND OR APPROVED EQUAL.
 - E. DO NOT PLACE HOLES THROUGH STRUCTURAL STEEL MEMBERS EXCEPT AS SHOWN AND DETAILED ON STRUCTURAL DRAWINGS.
 - F. CONNECTIONS:
 1. BOLTED CONNECTIONS SHALL USE BEARING TYPE GALVANIZED ASTM A325 BOLTS AND SHALL HAVE A MINIMUM OF TWO BOLTS UNLESS NOTED OTHERWISE.
 2. NON-STRUCTURAL CONNECTIONS FOR STEEL GRATING MAY USE 5/8" DIA. GALVANIZED ASTM A307 BOLTS UNLESS NOTED OTHERWISE.
 - G. SAFETY NOTES:
 1. THE CONTRACTOR WILL ADHERE TO ALL SAFETY REGULATIONS, LOCAL, STATE AND FEDERAL.
 2. THE CONTRACTOR WILL CONDUCT DAILY SAFETY TAILGATE MEETINGS IN ADDITION TO WEEKLY SAFETY MEETINGS. THESE REPORTS WILL BE MADE AVAILABLE TO THE OWNER UPON REQUEST.
 3. ALL WORKERS & VISITORS TO THE SITE SHALL WEAR HARD HATS & ANY OTHER SAFETY EQUIPMENT REQUIRED BY THE WORK BEING PERFORMED ON THE SITE.



B	PRELIMINARY	VA	10/10/2024
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Designed: _____ Date: _____			
Checked: _____ VA Date: 10/10/2024			

Project Number
24128803

Project Title
MO5209B

HWY 40 BOB BELL PROJECT
2500 TECHNOLOGY DRIVE
DARDENNE PRAIRIE, MO
63366

T-MOBILE SITE ID: MO05209E

Engineer Stamp

10/10/2024

Drawing Title

GENERAL NOTES

Drawing Scale:
AS NOTED

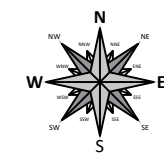
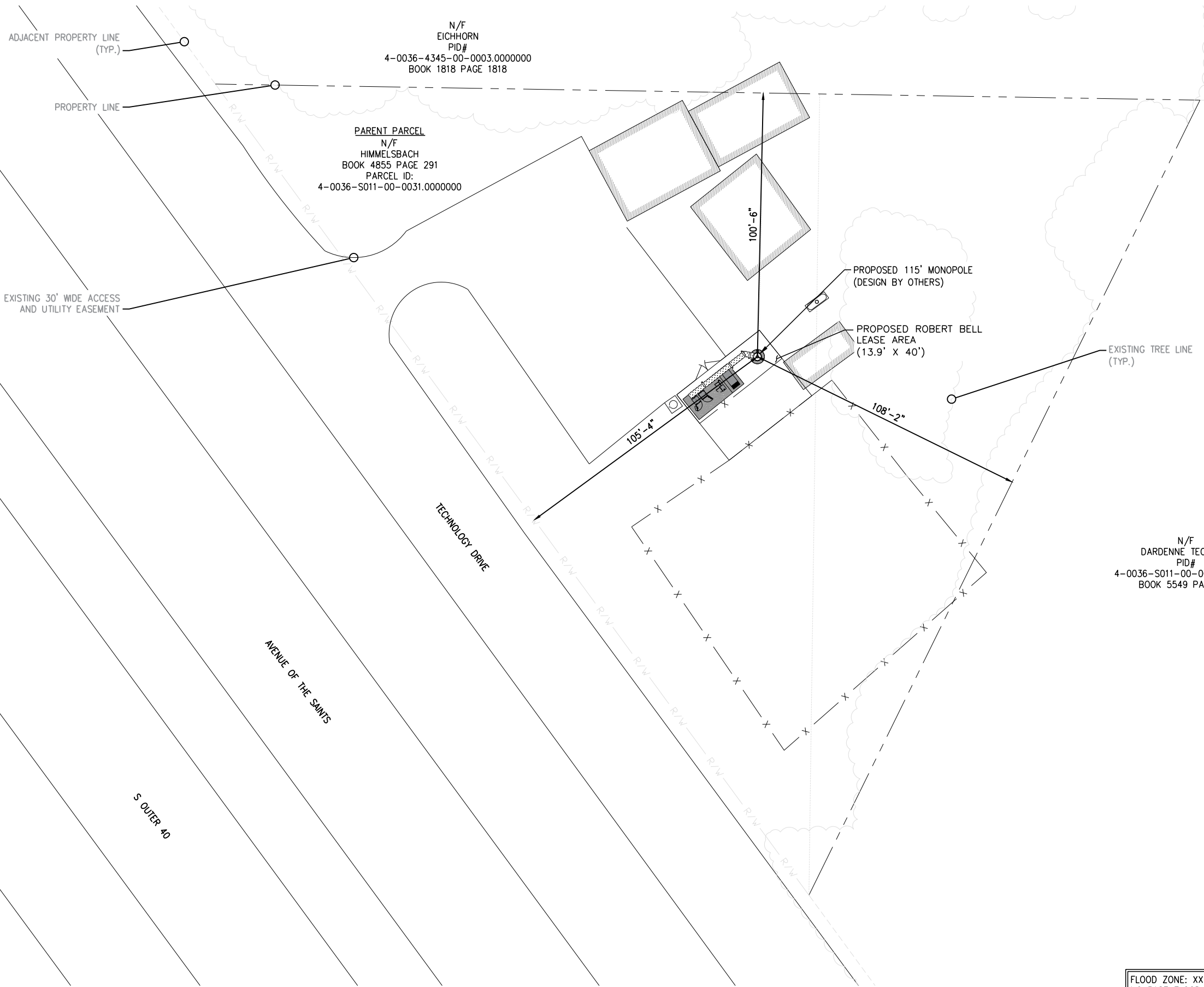
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10/10/2024

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Drawing Number

GN1



1
C1
SCALE: 20' 10' 0' 20'

1"=20'-0" (FULL SIZE)
1"=40'-0" (11x17)

FLOOD ZONE: XX
NO BASE FLOOD ELEVATION

INFORMATION SHOWN BASED ON A FIELD SURVEY
BY MINNICK SURVEYING, LLC DATED 08/05/2024.

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ENGINEERED
TOWER SOLUTIONS

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Drawing Title
OVERALL SITE PLAN

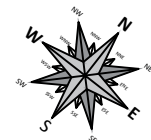
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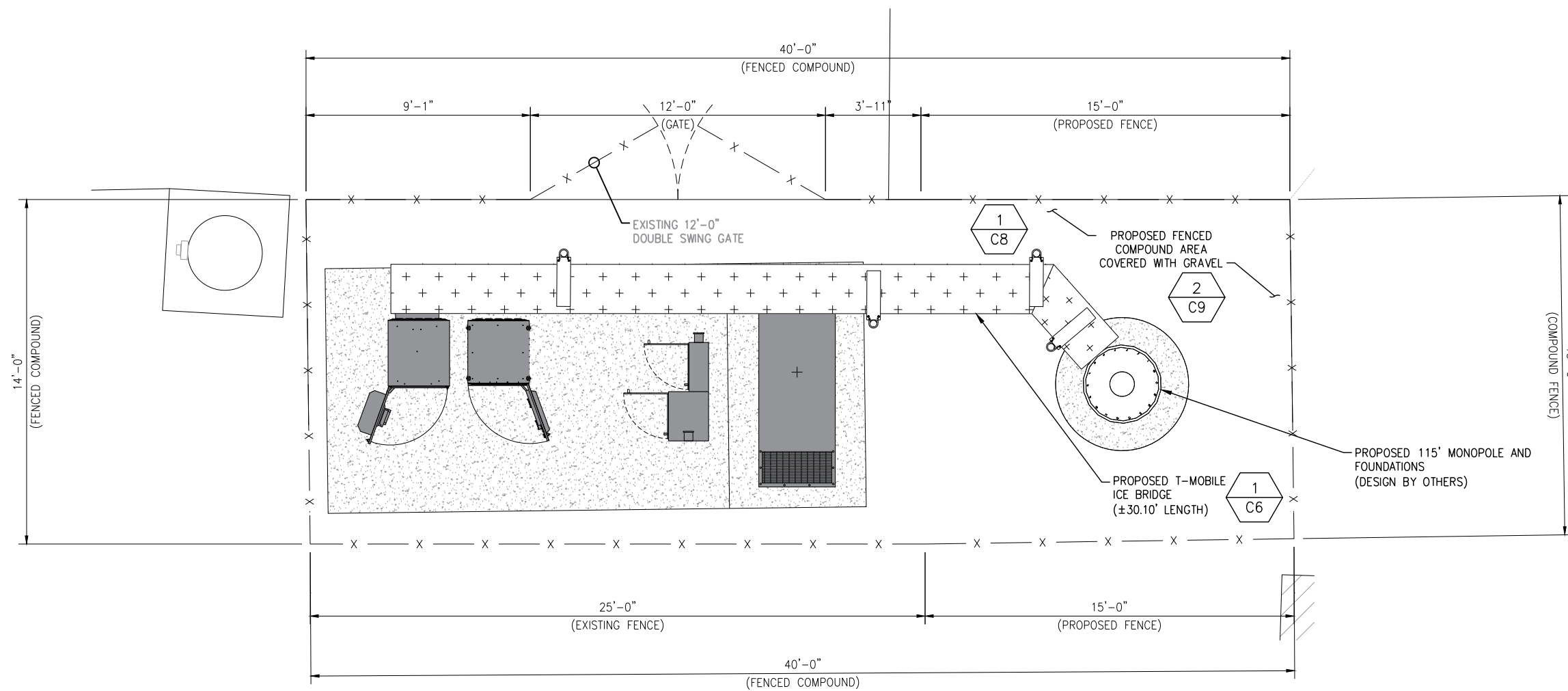
Drawing Number
C1



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Drawing Title
COMPOUND PLAN

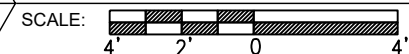
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Date:
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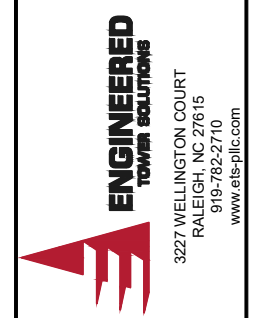
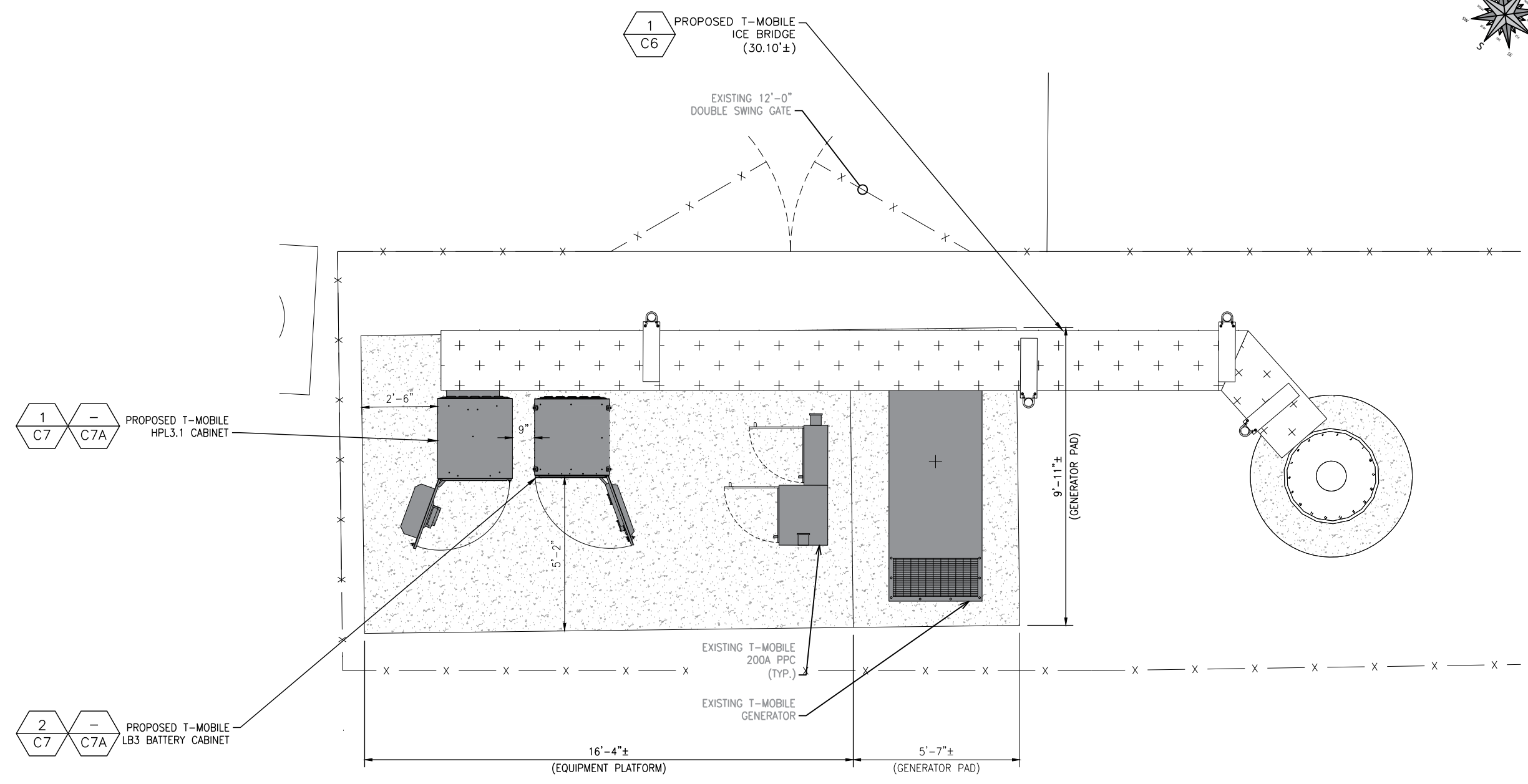
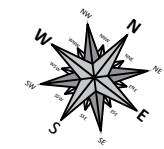
Drawing Number
C2A



1 C2A COMPOUND PLAN



SCALE: 3/16"=1'-0" (FULL SIZE)
3/32"=1'-0" (11x17)



B	PRELIMINARY	VA	10/10/2024
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63366
T-MOBILE SITE ID: MO05209E

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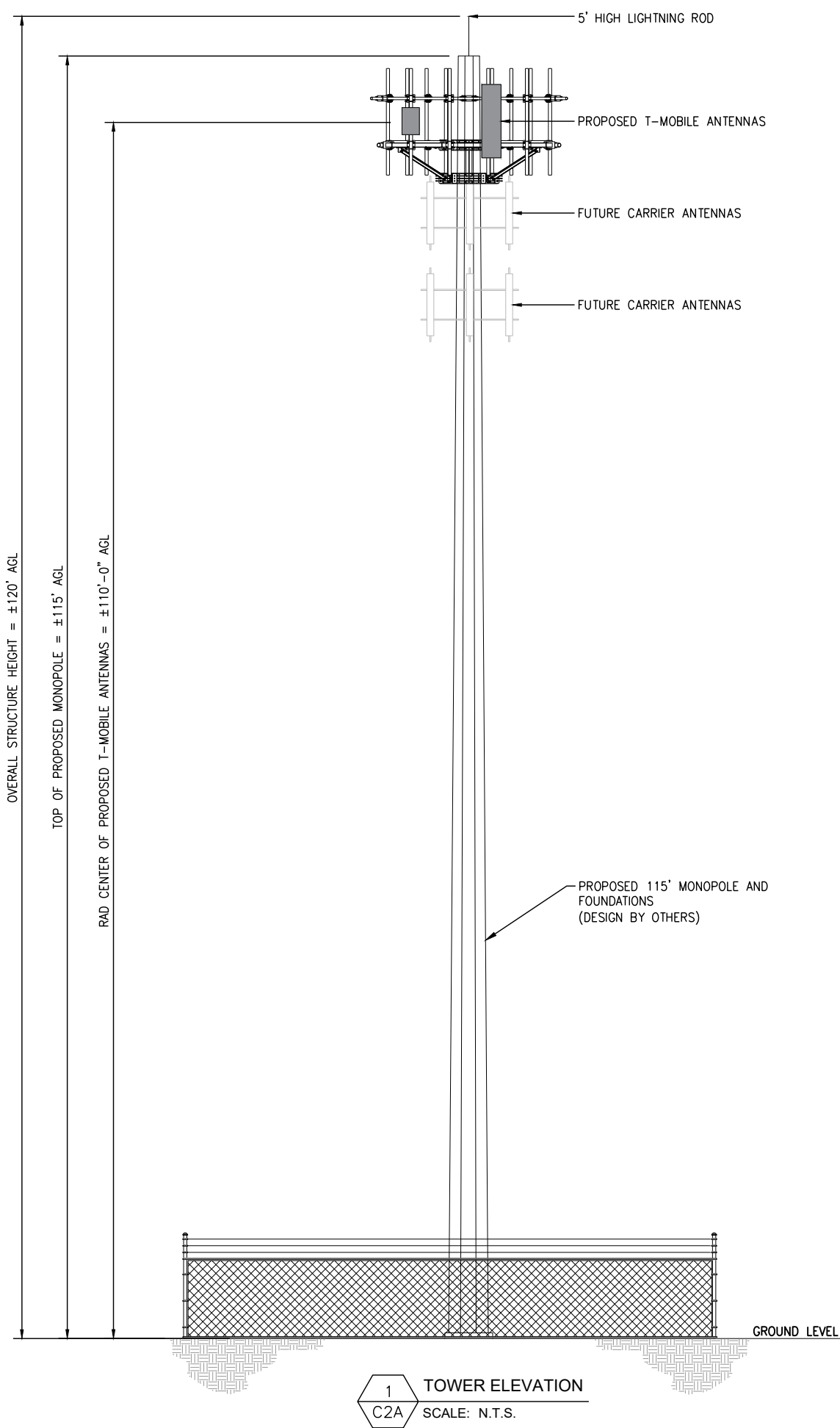
Drawing Title
T-MOBILE
EQUIPMENT PLAN

Drawing Scale: AS NOTED
Date: 10/10/2024
CD

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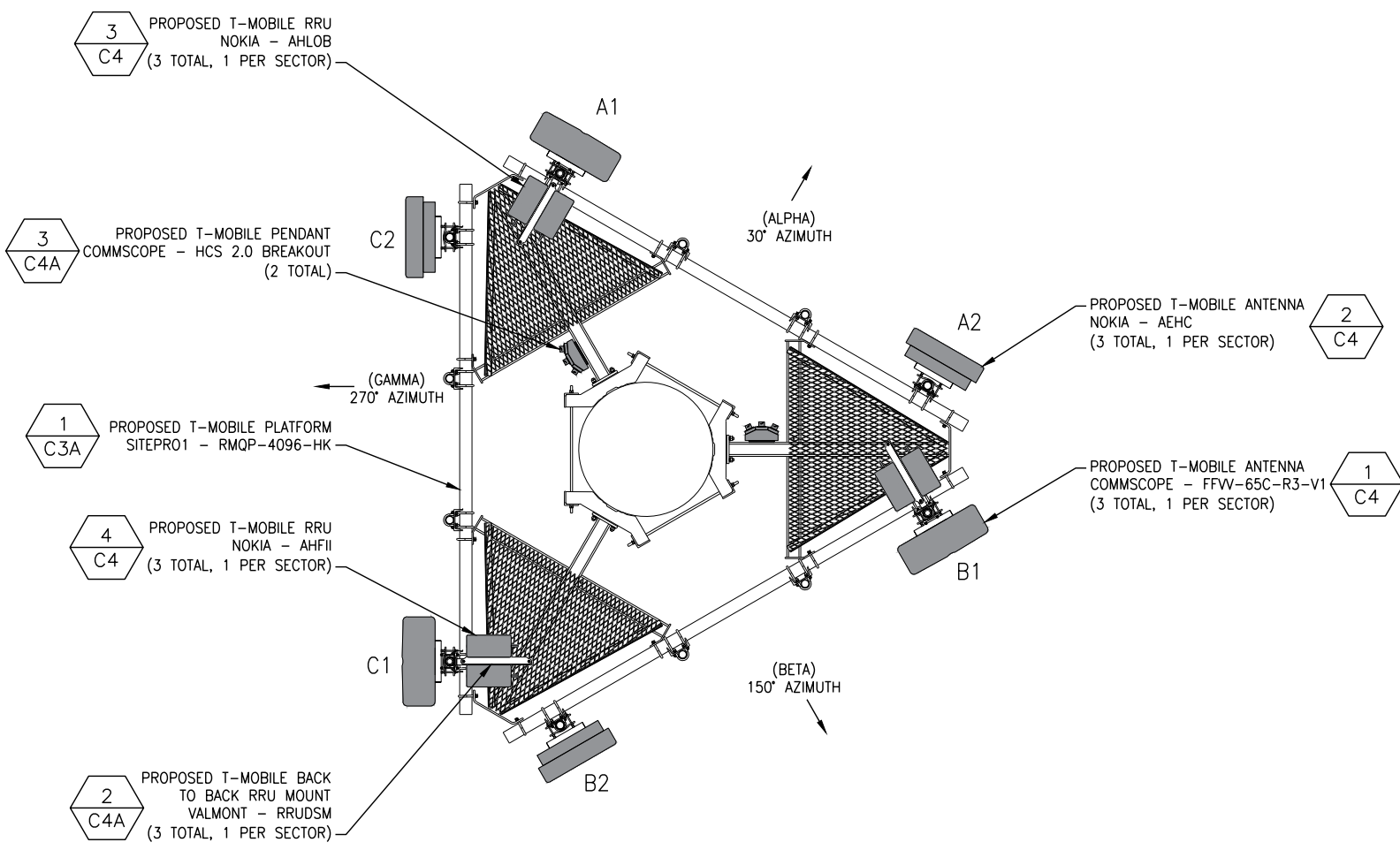
Drawing Number
C2B

1 T-MOBILE EQUIPMENT PLAN
SCALE: 3/4"=1'-0" (FULL SIZE)
3/8"=1'-0" (11x17)

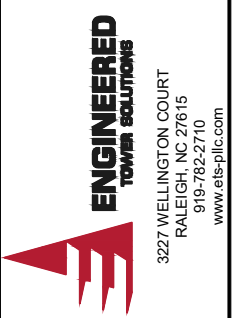


1
C2A TOWER ELEVATION
SCALE: N.T.S.

FINAL ANTENNA SCHEDULE						
SECTOR	POS.	ANTENNA MODEL	ANTENNA AZIMUTH	RRU MODEL	TOWER TOP OVP MODEL	CABLE DESCRIPTION
ALPHA	A1	(P) COMMSCOPE - FFVV-65C-R3-V1	30°	(P) NOKIA - AHLOB (P) NOKIA - AHFII	2 (P) NOKIA - HCS 2.0 BREAKOUT PENDANT	2 (P) HYBRID CABLES 140.1'±
	A2	(P) NOKIA - AEHC	30°	--		
BETA	B1	(P) COMMSCOPE - FFVV-65C-R3-V1	150°	(P) NOKIA - AHLOB (P) NOKIA - AHFII		
	B2	(P) NOKIA - AEHC	150°	--		
GAMMA	C1	(P) COMMSCOPE - FFVV-65C-R3-V1	270°	(P) NOKIA - AHLOB (P) NOKIA - AHFII		
	C2	(P) NOKIA - AEHC	270°	--		



2
C3 ANTENNA PLAN
SCALE: 1/2"=1'-0" (FULL SIZE)
1/4"=1'-0" (11x17)



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Project Number: 24128803
 Project Title: MO5209B
 HWY 40 BOB BELL PROJECT
 2500 TECHNOLOGY DRIVE
 DARDENNE PRAIRIE, MO 63366
 T-MOBILE SITE ID: MO05209E

Engineer Stamp
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Drawing Title: TOWER ELEVATION & ANTENNA PLAN

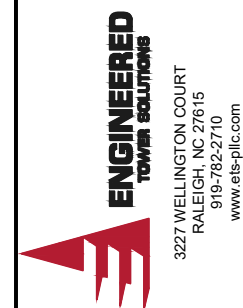
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63366

T-MOBILE SITE ID: MO05209B

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Drawing Title

PLATFORM
MOUNT DETAILS

Drawing Scale:
AS NOTED

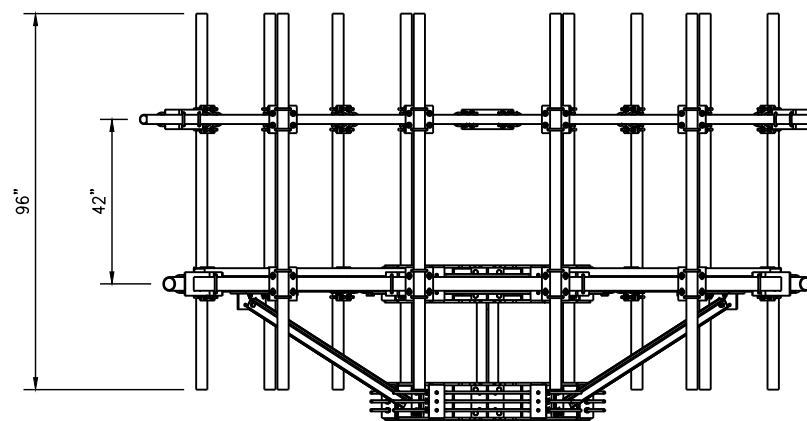
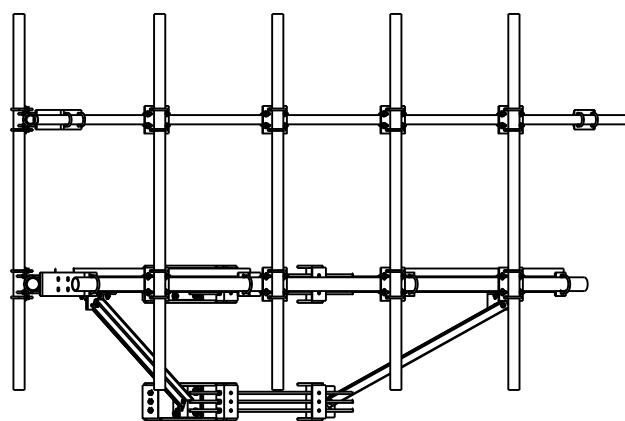
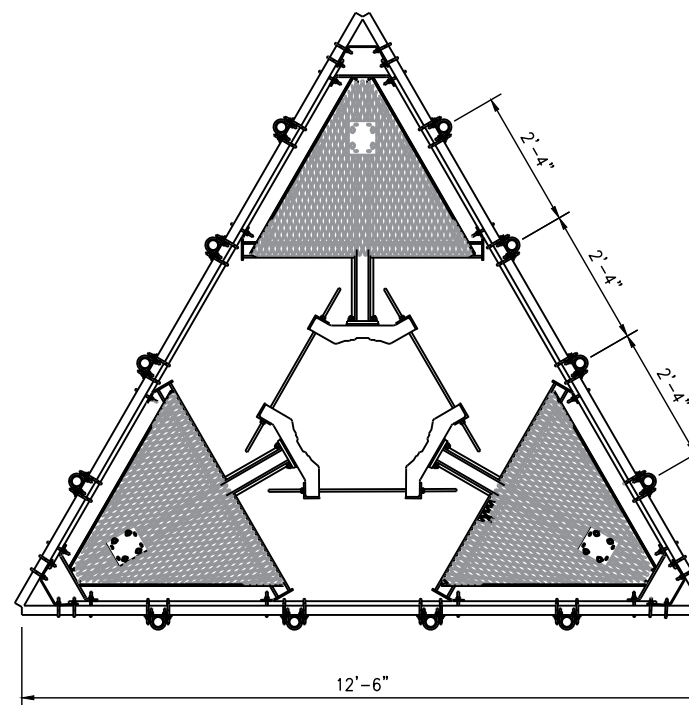
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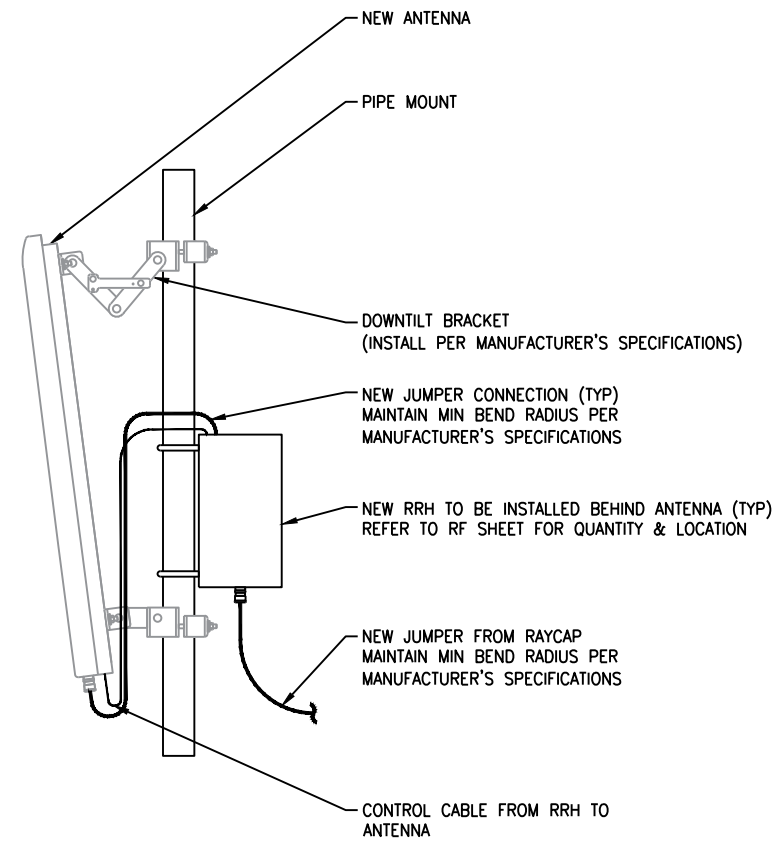
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C3A

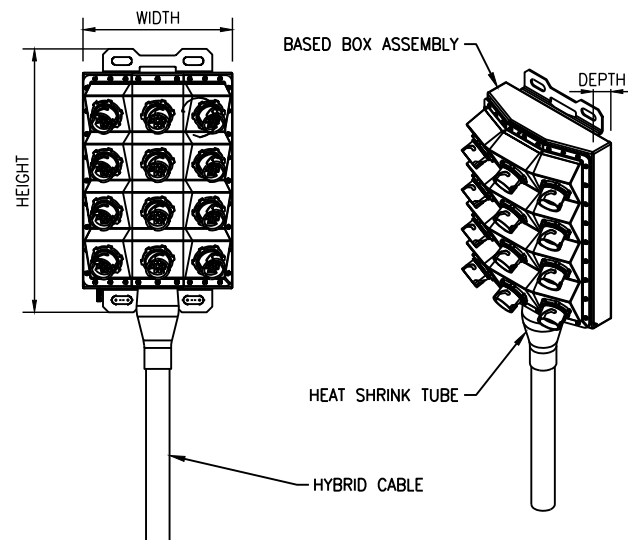


1 NEWAVE - LPCP-14Q-LT1
C3A SCALE: N.T.S.

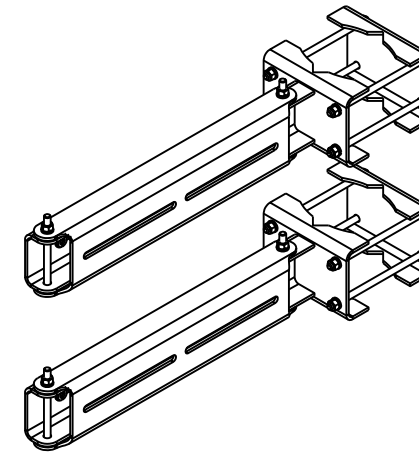


1 ANTENNA MOUNT DETAIL
C4A SCALE: N.T.S.

HEIGHT	WIDTH	DEPTH	WEIGHT
14.86"	9.30"	5.79"	8.76 LBS



3 COMMSCOPE - HCS 2.0 PART 3 PENDANT
C4A SCALE: N.T.S.



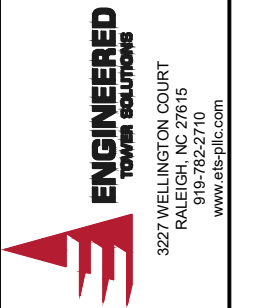
DUAL SWIVEL MOUNT KITS FOR RRUs
(2 SWIVEL MOUNTS PER KIT)

2 VALMONT - RRUDSM
C4A SCALE: N.T.S.

4 NOT USED
C4A SCALE: N.T.S.



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63366
T-MOBILE SITE ID: MO05209E

Engineer Stamp

10/10/2024

Drawing Title
ANTENNA DETAILS

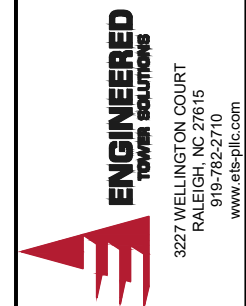
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C4A



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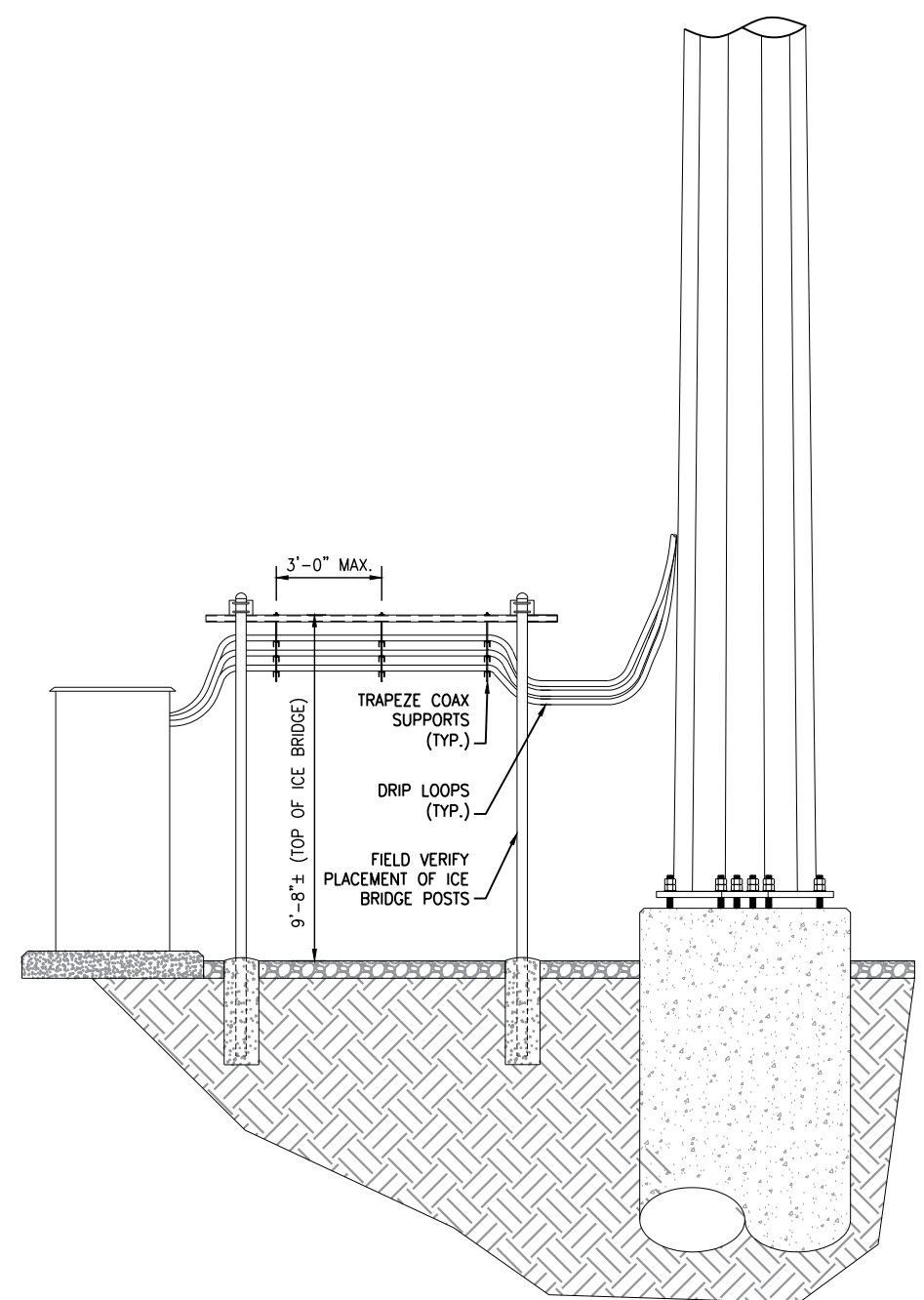
Drawing Title
DETAILS

Drawing Scale:
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 Date:
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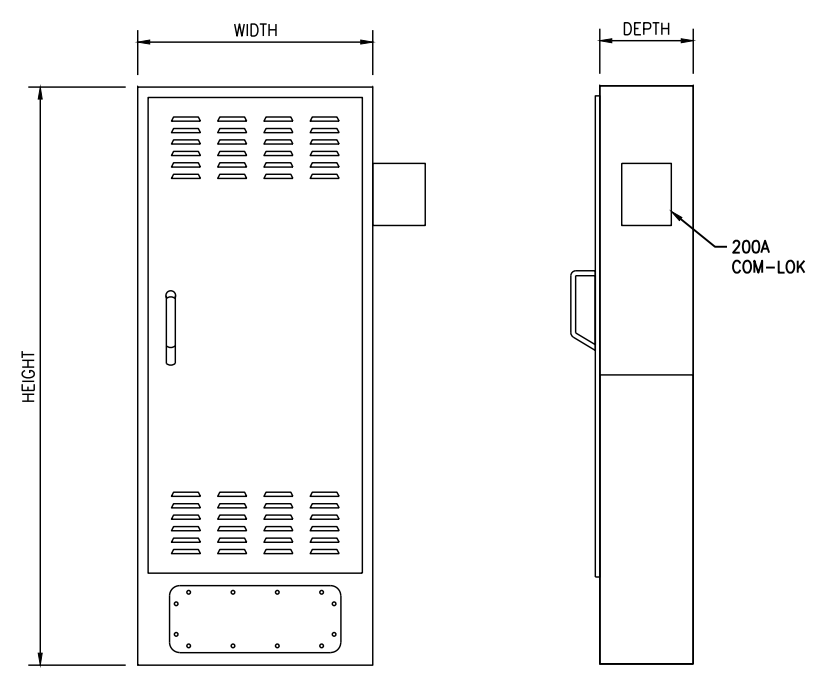
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Drawing Number
C6

HEIGHT	WIDTH	DEPTH	WEIGHT
40.00"	20.00"	10.00"	80 LBS



1 ICE BRIDGE DETAIL
C6 SCALE: N.T.S.



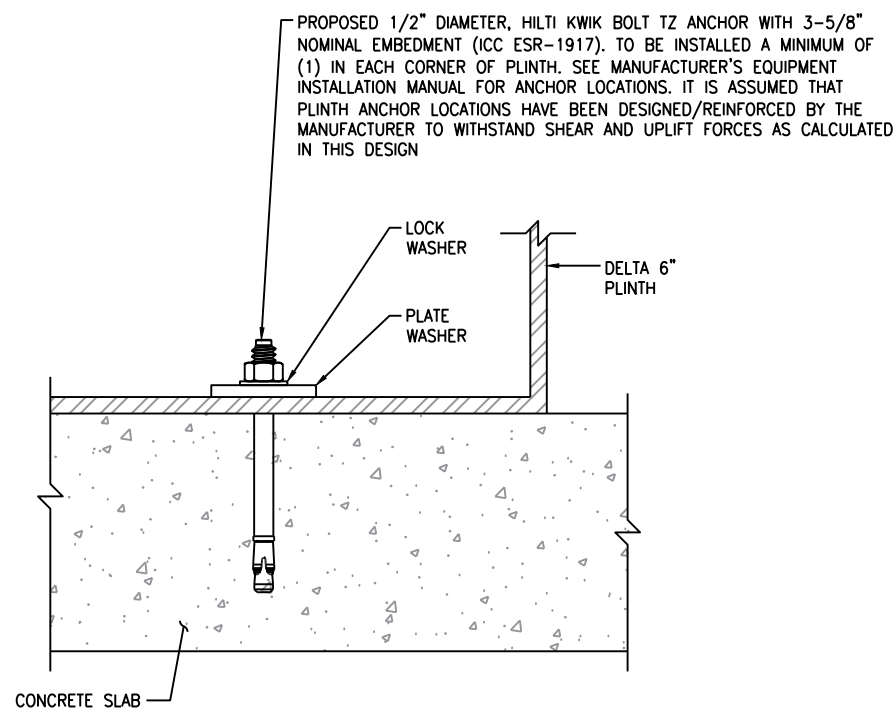
2 DELTA 200A PPC
C6 SCALE: N.T.S.



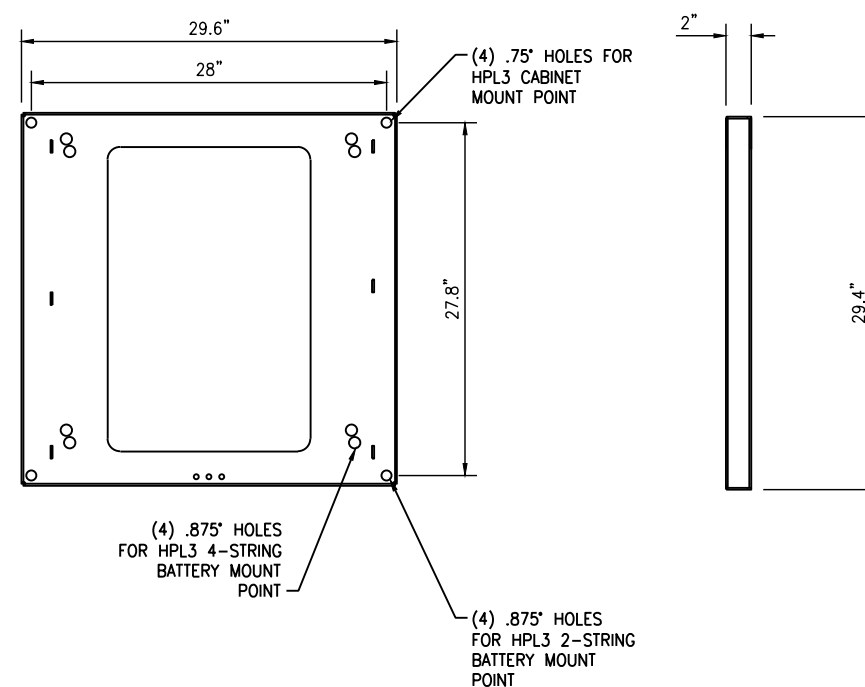
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1 PLINTH ANCHORAGE TO CONCRETE PAD
C7A SCALE: N.T.S.



2 DELTA SKU #33554 - 6" CABINET PLINTH
C7A SCALE: N.T.S.

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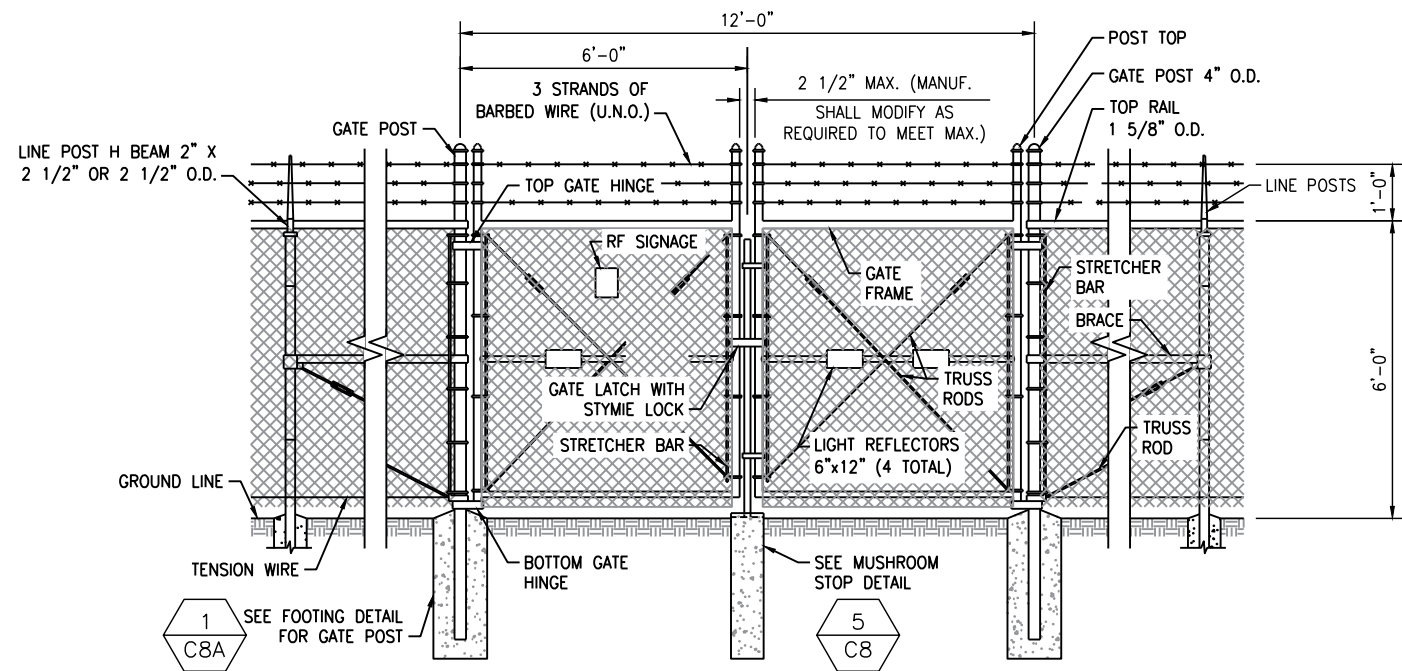
CABINET
DETAILS

Drawing Scale:
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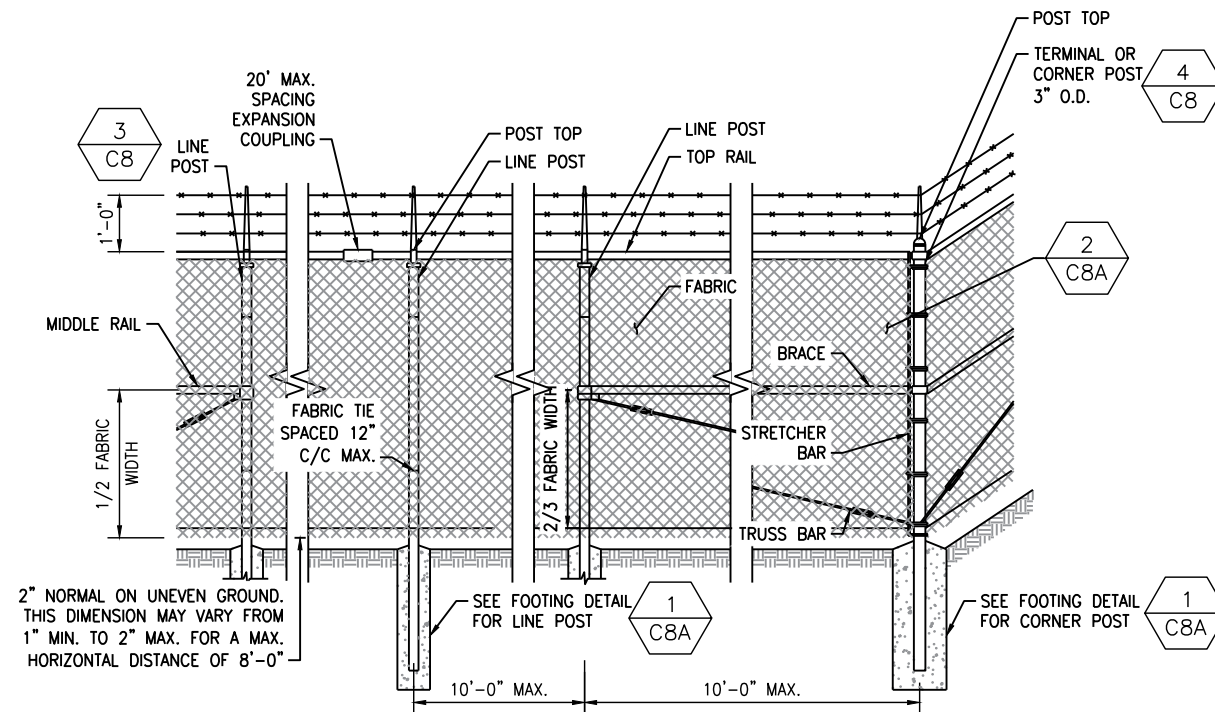
UNAUTHORIZED ALTERATION OR ADDITION
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Drawing Number
C7A

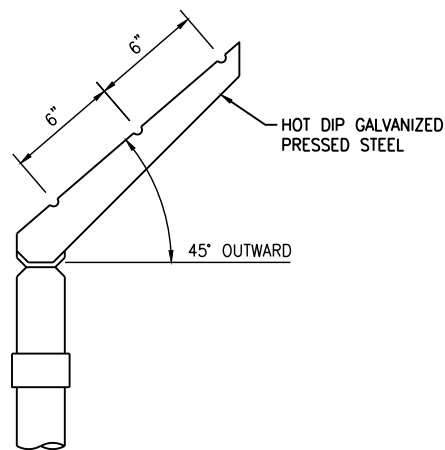
SECURITY FENCE NOTE:
 NUTS ON ALL BOLTS SHALL BE TOWARD
 THE INTERIOR OF THE COMPOUND.



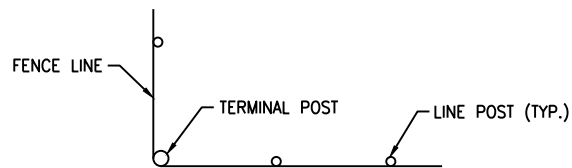
1 VEHICLE GATE ARRANGEMENT
 C8 SCALE: N.T.S. SEE NOTES ON PAGE C6



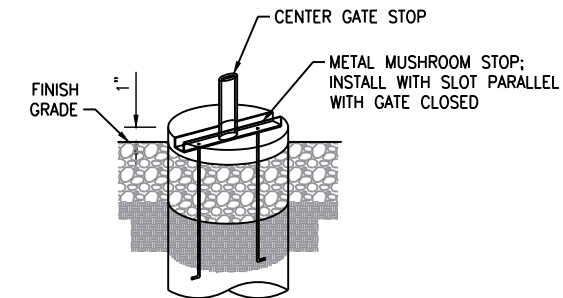
2 POST/CORNER POST ARRANGEMENT
 C8 SCALE: N.T.S.



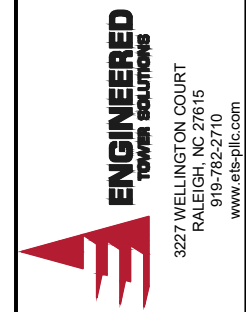
3 BARBED WIRE ARM OF LINE POST
 C8 SCALE: N.T.S.



4 INSTALLATION AT CORNERS
 C8 SCALE: N.T.S.



5 MUSHROOM STOP DETAIL
 C8 SCALE: N.T.S.



B	PRELIMINARY	VA	10/10/2024
A	PRELIMINARY	VA	09/26/2024
No.	Submittal / Revision	App'd	Date
Drawn: DF Date: 10/10/2024			
Designed: Date:			
Checked: VA Date: 10/10/2024			
Project Number: 24128803			
Project Title: MO5209B			
HWY 40 BOB BELL PROJECT			
2500 TECHNOLOGY DRIVE			
DARDENNE PRAIRIE, MO			
63366			
T-MOBILE SITE ID: MO05209E			

Engineer Stamp
 10/10/2024

Drawing Title
 FENCE DETAILS

Drawing Scale:
 AS NOTED

Date:
 10/10/2024

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Drawing Number
C8

NOTES:

ZINC COATING – THE WEIGHT OF THE COATING SHALL NOT BE LESS THAN 1.2 OUNCES PER SQUARE FOOT OF ACTUAL SURFACE COVERED. ALL FERROUS METALS USED AS PART OF THE FENCE INSTALLATION SHALL BE HOT DIP GALVANIZED OR STAINLESS STEEL. ALL SCREWS, BOLTS, LOCK WASHERS, NUTS, ETC. SHALL BE HOT DIP GALVANIZED OR MADE OF STAINLESS STEEL.

FABRIC – STANDARD INDUSTRIAL GRADE #9 GAUGE WITH 2 INCH MESH ZINC COATED CHAIN LINK WITH A BREAKING STRENGTH OF NOT LESS THAN 1290 POUNDS SHALL BE USED. THE FABRIC SHALL BE ZINC COATED BY THE HOT DIP PROCESS AFTER FABRICATION.

METAL POSTS – METAL POSTS (LINE, CORNER, TERMINAL, GATE POSTS, MIDDLE RAILS, BRACES AND TOP RAIL) SHALL BE HOT DIP GALVANIZED SCHEDULE 40 TUBULAR STEEL WITH AN OUTSIDE DIAMETER AS INDICATED ON THIS DRAWING. A POST TOP FITTING OF GALVANIZED STEEL WILL BE INSTALLED TO EXCLUDE MOISTURE.

POST CAPS – ALL POST CAPS TO USE THE BARBED WIRE OUTRIGGER BRACKET AND SHALL BE ATTACHED TO THE POST WITH TAMPER RESISTANT SCREWS, BRADS, OR BOLTS.

TOP RAIL – A MINIMUM OF ONE COUPLING IN EACH STRAIGHT RUN OF TOP RAIL, SHALL HAVE A HEAVY SPRING INSERTED WITHIN THE COUPLING TO TAKE UP EXPANSION AND CONTRACTION OF THE TOP RAIL. THE TOP RAIL SHALL BE FASTENED TO TERMINAL POSTS WITH PRESSED STEEL CONNECTIONS.

MIDDLE RAIL – THE MIDDLE RAIL SHALL BE OF THE SAME MATERIAL AS THE TOP RAIL AND INSTALLED WITH HOT DIP GALVANIZED FITTINGS ATTACHED TO THE POSTS.

BRACE RAIL – BRACE RAIL MATERIAL SHALL BE OF THE MATERIAL AS THE TOP RAIL AND LOCATED 2/3 OF THE DISTANCE UP FROM THE BOTTOM OF THE FABRIC. BRACE RAILS SHALL BE SECURELY FASTENED TO POSTS BY SUITABLE PRESSED STEEL CONNECTIONS.

TRUSS RODS – SHALL BE 3/8" ROUND GALVANIZED STEEL RODS WITH GALVANIZED TURNBUCKLES. THE ZINC COATING SHALL BE NOT LESS THAN 1.2 OUNCES PER SQUARE FOOT OF SURFACE.

TENSION WIRE – THE TENSION WIRE SHALL BE OF #7 GAUGE HOT DIP GALVANIZED SPRING TENSION WIRE WITH A BREAKING STRENGTH OF NOT LESS THAN 1900 POUNDS. THIS WIRE SHALL BE KEPT TAUT WITH GALVANIZED TURNBUCKLES AND ATTACHED TO POSTS WITH GALVANIZED HARDWARE OR CABLE CLAMPS.

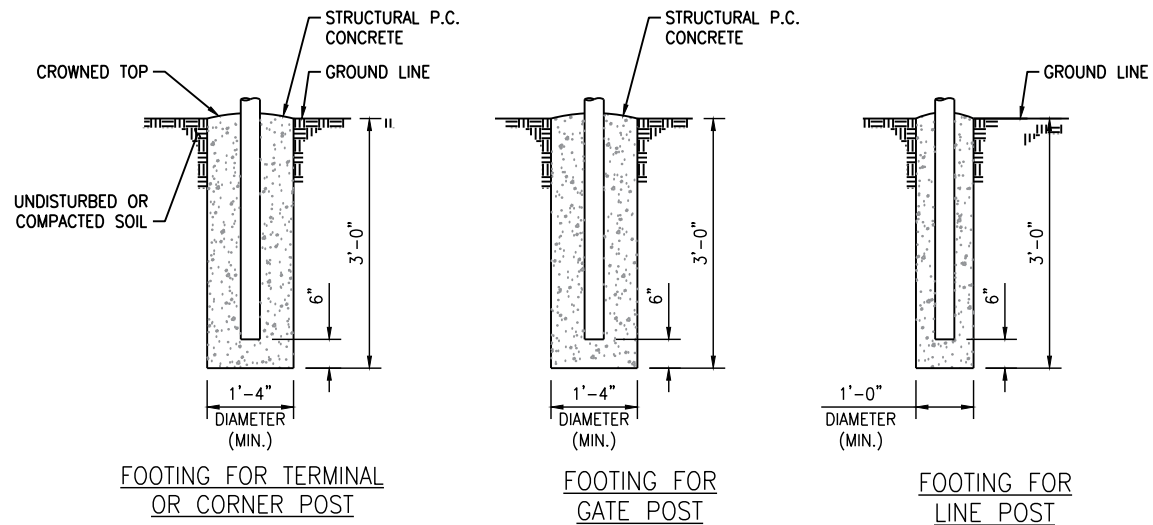
FABRIC TIES – THE FABRIC TIES SHALL BE ALUMINUM WIRE. NOT LESS THAN #9 GAGE.

STRETCHER BARS – THE STRETCHER BARS SHALL BE FLAT GALVANIZED STEEL BARS NOT LESS THAN 5/16" X 3/4" AND NOT LESS THAN 2" SHORTER THAN THE FABRIC. STRETCHER BAR BANDS SHALL BE FLAT GALVANIZED STEEL BARS NOT LESS THAN 5/16" X 1 1/2" WITH 5/16" DIAMETER GALVANIZED CARRIAGE BOLT.

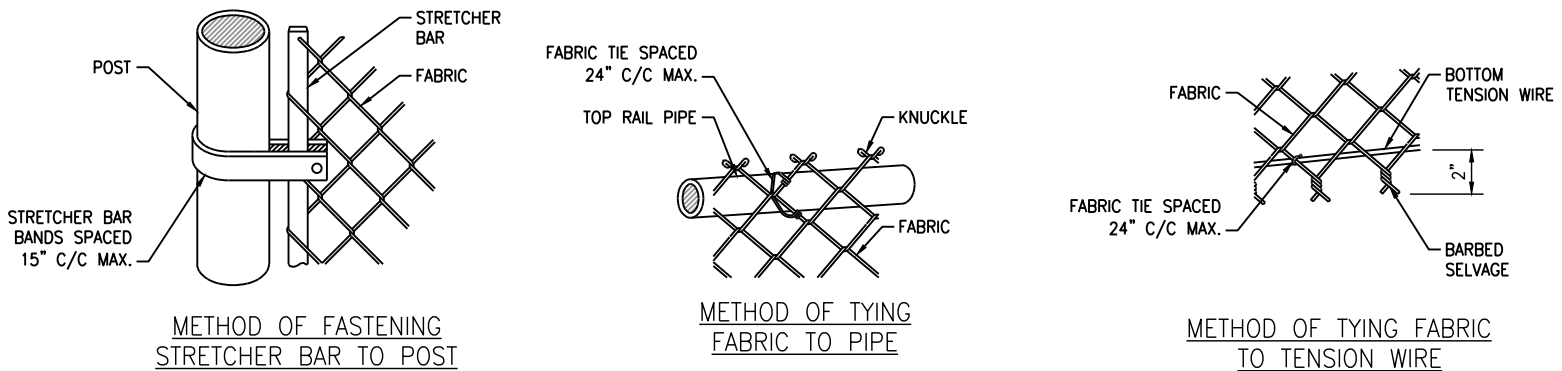
BARBED WIRE – BARBED WIRE OF GALVANIZED STEEL (OR ALUMINUM) CONSISTING OF 12 1/2 GAUGE WIRE WITH 4-POINT BARBS OF 14 GAUGE WIRE SPACED 5 INCHES APART.

GATE FRAMES SHALL BE CONSTRUCTED OF 2 1/2 INCH OUTSIDE DIAMETER HEAVY DUTY GALVANIZED STEEL PIPE. THE GATES SHALL BE ASSEMBLED USING CORNER FITTINGS OF HEAVY PRESSED STEEL OR MALLEABLE CASTINGS OR MAY BE WELDED IF THE ENTIRE GATE FRAME IS HOT DIP GALVANIZED AFTER THE WELDING. ALL GATES SHALL BE EQUIPPED WITH HEAVY DUTY GALVANIZED STEEL TYPE HINGES WITH LARGE BEARING SURFACES OF ADEQUATE STRENGTH TO SUPPORT THE GATE. THE HINGES SHALL NOT TWIST OR TURN UNDER THE ACTION OF THE GATE. GATES WILL PROVIDE A FULL RANGE OF MOTION AND BE EASILY OPENED AND CLOSED BY ONE PERSON. GATE LATCH SHALL BE CARGO PROTECTORS, INC. MODEL FL-100. LATCH SHALL BE EQUIPPED TO RECEIVE A PADLOCK.

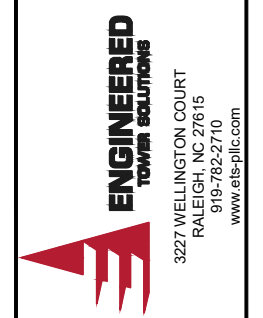
PROVIDE R.F. WARNING SIGNAGE ON ALL GATES.



1 POST FOOTINGS
SCALE: N.T.S.



2 FABRIC/BAR CONNECTIONS
SCALE: N.T.S.



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Designed:		Date:	
Checked:	VA	Date:	10/10/2024

Project Number: 24128803
Project Title: MO5209B
HWY 40 BOB BELL PROJECT
2500 TECHNOLOGY DRIVE
DARDENNE PRAIRIE, MO 63366
T-MOBILE SITE ID: MO05209B

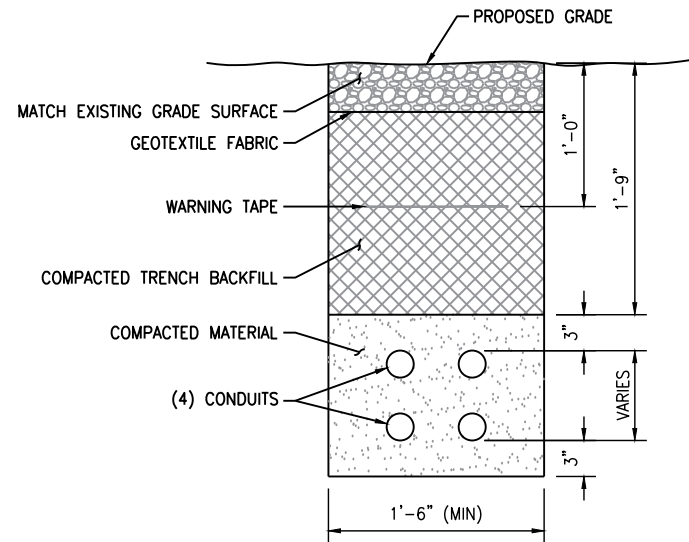
Engineer Stamp
10/10/2024

Drawing Title
FENCE DETAILS

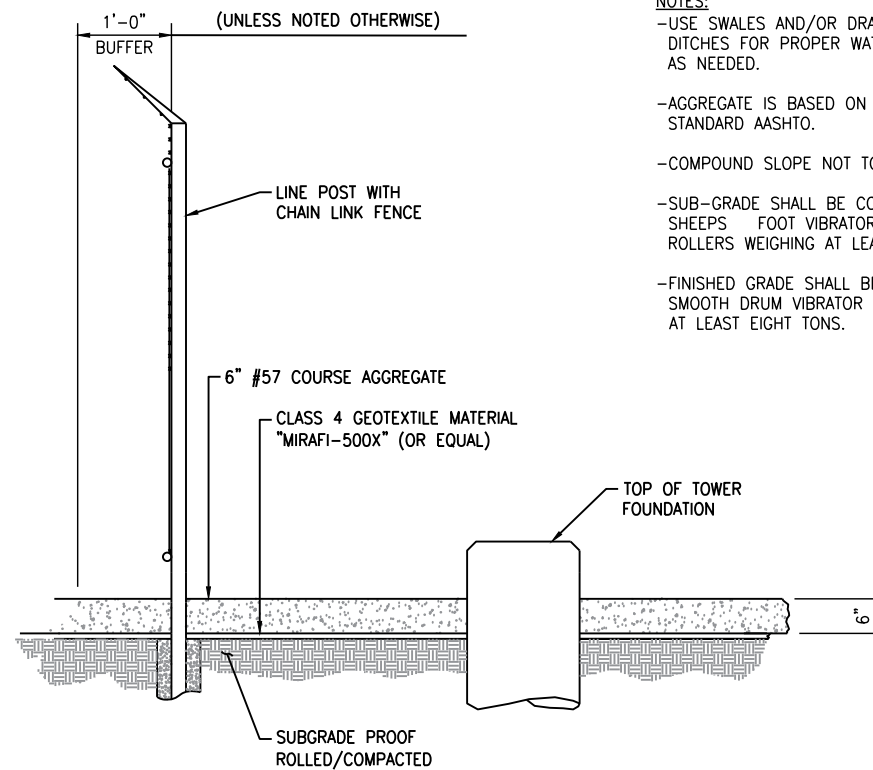
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Drawing Number
C8A

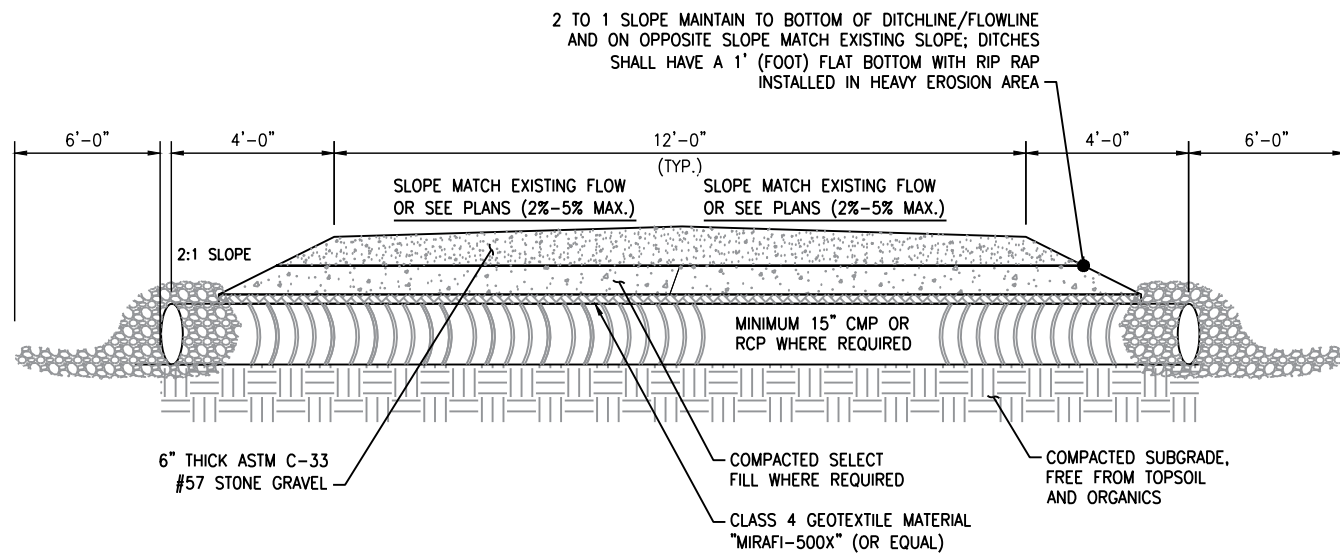


1 ELECTRICAL / UTILITY COMMUNICATION TRENCH SECTION
C9 SCALE: N.T.S.



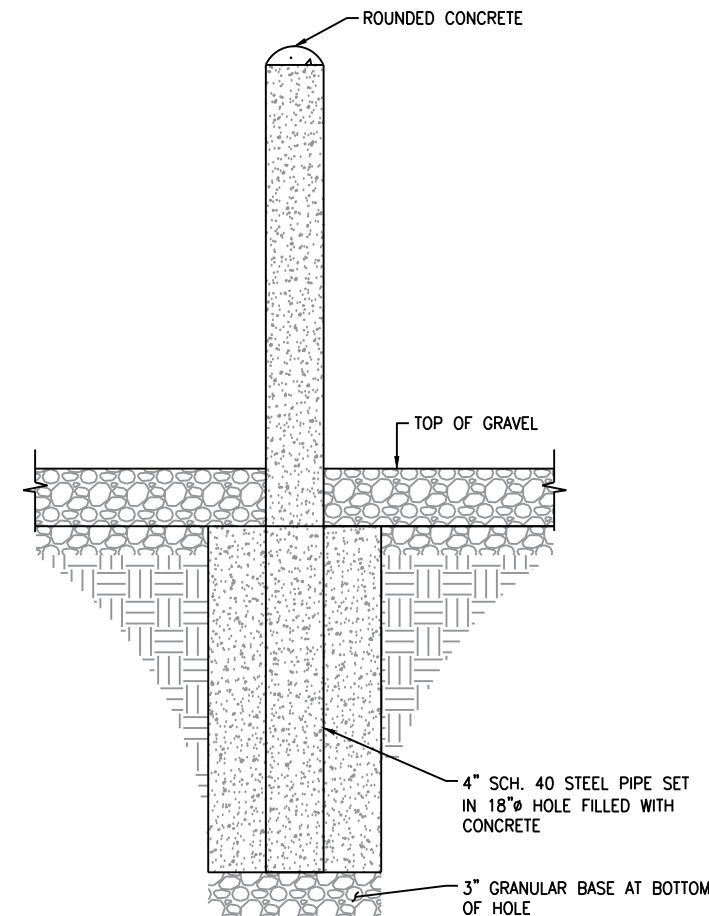
2 SITE COMPOUND SURFACING DETAIL
C9 SCALE: N.T.S.

- NOTES:
- USE SWALES AND/OR DRAINAGE DITCHES FOR PROPER WATER RUNOFF AS NEEDED.
 - AGGREGATE IS BASED ON STANDARD AASHTO.
 - COMPOUND SLOPE NOT TO EXCEED 5%
 - SUB-GRADE SHALL BE COMPACTED BY SHEEP'S FOOT VIBRATOR OR RUBBER TIRED ROLLERS WEIGHING AT LEAST EIGHT TONS.
 - FINISHED GRADE SHALL BE COMPACTED BY SMOOTH DRUM VIBRATOR ROLLERS WEIGHING AT LEAST EIGHT TONS.



- NOTES:
- USE OF SWALES AND/OR DRAINAGE DITCHES FOR PROPER WATER RUNOFF AS NEEDED.
 - AGGREGATE IS BASED ON STANDARD AASHTO.
 - 2" CROWN IN CENTER OF ACCESS, UNLESS IN CURVES, THEN ACCESS SHOULD BE SLOPED TO INSIDE OF TURN / CURVE
 - PIPE SHALL BE AT A MINIMUM OF 4' LONGER THEN ACCESS ROAD WIDTH ON EACH SIDE FOR PROPER SHOULDERING.
 - ALL CROSSDRAINS SHALL BE INSTALLED ON A 45° ANGLE WITH THE FALL OF THE GRADE.

3 DRIVEWAY SECTION (GRAVEL)
C9 SCALE: N.T.S.



4 TYPICAL BOLLARD DETAIL
C9 SCALE: N.T.S.

No.	Submital / Revision	App'd	Date
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Checked: VA Date: 10/10/2024

Project Number
24128803

Project Title
MO5209B
HWY 40 BOB BELL PROJECT
2500 TECHNOLOGY DRIVE
DARDENNE PRAIRIE, MO
63366
T-MOBILE SITE ID: MO05209B

Engineer Stamp

10/10/2024

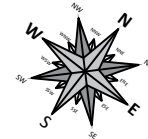
Drawing Title
CIVIL DETAILS

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C9

FOR CLARITY,
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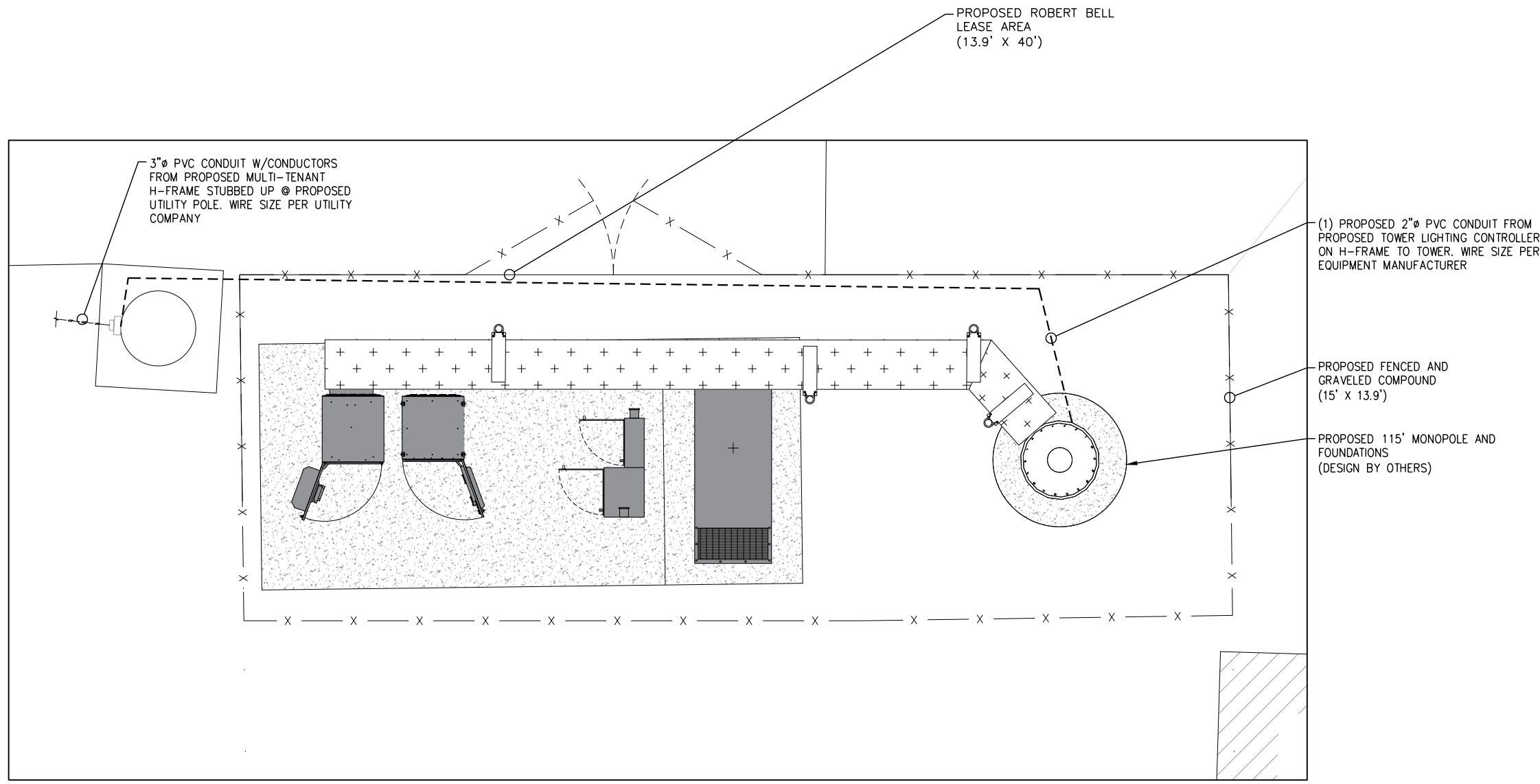


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1
C9

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DARDENNE PRAIRIE, MO
63366
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Engineer Stamp

10/10/2024

Drawing Title
ELECTRICAL PLAN

Drawing Scale:
AS NOTED

Date:
10/10/2024

CD

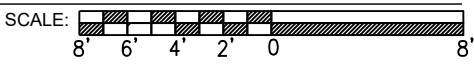
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Drawing Number
E1



1
E1

ELECTRICAL PLAN



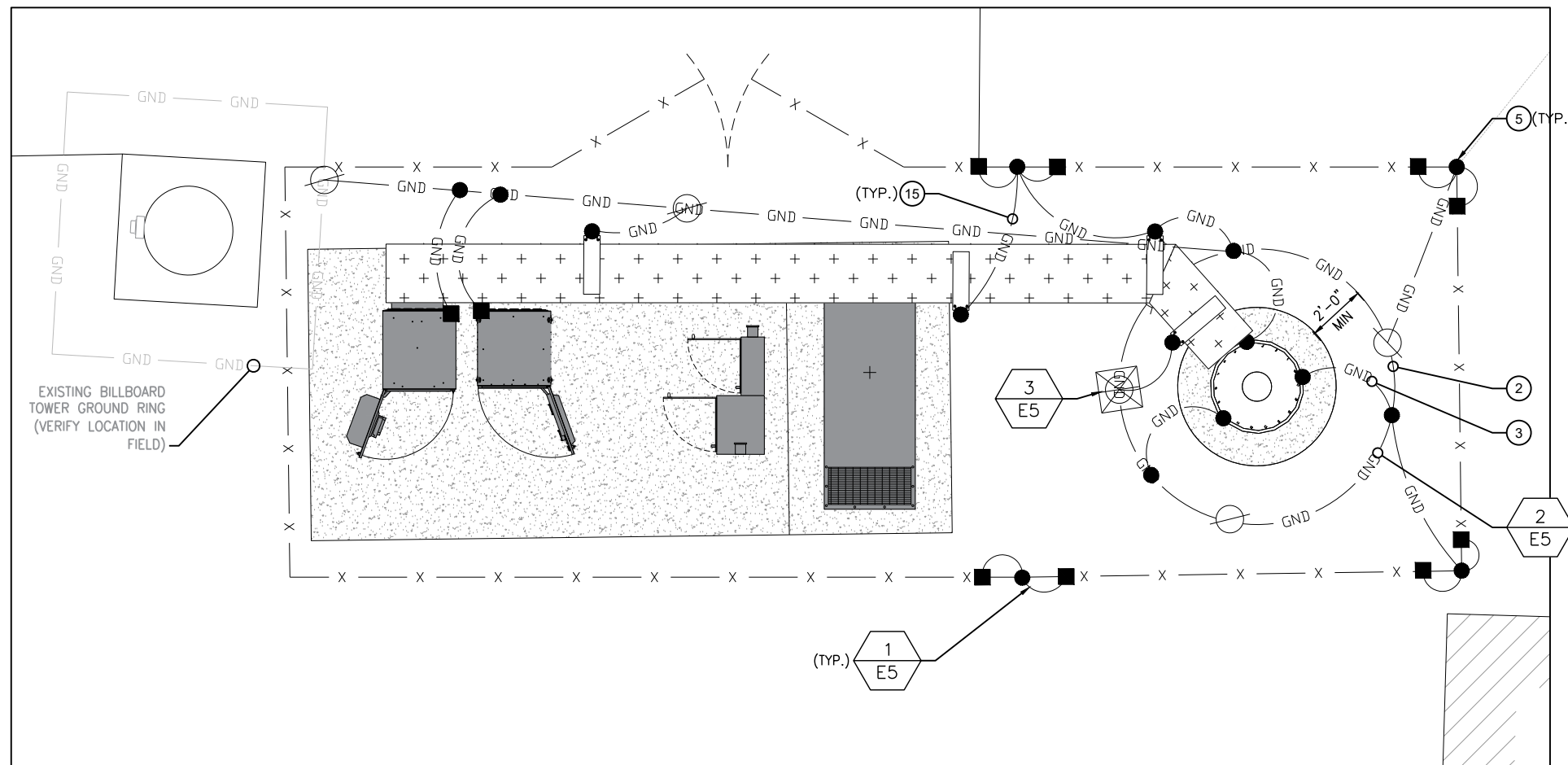
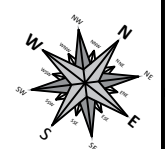
1/8"=1'-0" (FULL SIZE)
1/16"=1'-0" (11x17)

KEY

DESCRIPTION

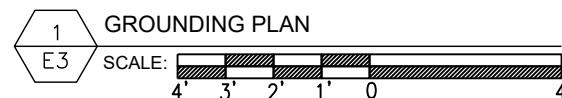
- ① SYSTEM GROUND RESISTANCE SHALL NOT EXCEED 10 OHMS. A THREE POINT SYSTEM RESISTANCE TEST SHALL BE PERFORMED BY THE CONTRACTOR IN ACCORDANCE WITH VERTICAL BRIDGE SPECIFICATIONS.
 - A. PERFORM THREE TESTS AT EACH SITE.
 - B. CONTRACTOR SHALL PROVIDE A WRITTEN REPORT CONSISTING OF THE FOLLOWING: SITE NAME, ADDRESS AND IDENTIFICATION NUMBER, DESCRIPTION OF SITE SOIL AND MOISTURE CONDITION, DESCRIPTION OF WEATHER, MODEL NUMBER OF TESTING EQUIPMENT, DATE OF LAST CALIBRATION, SITE SKETCH SHOWING LOCATION OF TEST PROBES AND ALL FIELD DATA COLLECTED (READINGS, RANGE, TEST, MILLIAMPS, ETC.)
 - C. CONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER IF THERE ARE ANY DIFFICULTIES PERFORMING SYSTEM RESISTANCE TESTS OR IF MEASUREMENTS ARE ABOVE 10 OHMS. THE CONSTRUCTION MANAGER SHALL PROVIDE INSTRUCTION TO THE CONTRACTOR TO INSTALL ADDITIONAL GROUNDING MEASURES TO MEET THE 10 OHM REQUIREMENT.
- ② PROPOSED TOWER GROUND RING BURIED TO A DEPTH OF 30" OR 6" BELOW THE FROST LINE, WHICHEVER IS GREATER.
- ③ BOND PROPOSED TOWER TO TOWER GROUND RING (3 PLACES TOTAL).
- ④ SERVICE ENTRANCE GROUND ROD.
- ⑤ BOND GROUND RING(S) TO SITE CORNER POST (TYP. x 4).
- ⑥ BOND GATE POST TO PROPOSED GROUND RING (TYP. x 2).
- ⑦ BOND FLEXIBLE JUMPER TO GATE (TYP. x 2).
- ⑧ BOND PROPOSED H-FRAME TO GROUND RING (TYP. x 2).
- ⑨ PROPOSED EQUIPMENT GROUND RING BURIED TO A DEPTH OF 30" OR 6" BELOW THE FROST LINE, WHICHEVER IS GREATER.
- ⑩ BOND PROPOSED PLATFORM TO EQUIPMENT GROUND RING (4 PLACES TOTAL).
- ⑪ PLATFORM GROUND BAR
- ⑫ GROUND PLATFORM GROUND BAR TO EQUIPMENT GROUND RING (2 PLACES TOTAL).
- ⑬ BOND EQUIPMENT TO PLATFORM GROUND BAR. (6 PLACES TOTAL).
- ⑭ BOND H-FRAME POST TO EQUIPMENT GROUND RING (4 PLACES TOTAL).
- ⑮ BOND ICE BRIDGE POST TO EQUIPMENT GROUND RING (6 PLACES TOTAL).
- ⑯ BOND GENERATOR TO EQUIPMENT BOND RING (2 PLACES TOTAL).

THE LOCATION, SIZE AND TYPE OF MATERIAL OF EXISTING UTILITIES INDICATED ON THE PLANS IS NOT REPRESENTED AS BEING ACCURATE, SUFFICIENT OR COMPLETE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE ACTUAL LOCATION OF ALL SUCH FACILITIES, INCLUDING THE SERVICE CONNECTIONS TO UNDERGROUND UTILITIES. PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES OF HIS OPERATIONAL PLANS AND SHALL OBTAIN FROM THE RESPECTIVE UTILITY COMPANIES DETAILED INFORMATION AND ASSISTANCE RELATIVE TO THE LOCATION OF THEIR FACILITIES AND THE WORKING SCHEDULE OF THE COMPANIES FOR REMOVAL OR ADJUSTMENT WHERE REQUIRED. IN THE EVENT AN UNEXPECTED UTILITY INTERFERENCE IS ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE UTILITY COMPANY OF JURISDICTION. THE ENGINEER SHALL ALSO BE IMMEDIATELY NOTIFIED.

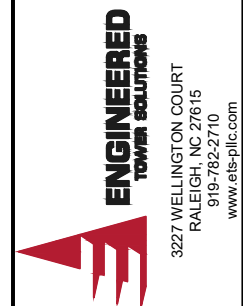


EXTERIOR GROUNDING NOTES:

- 1. GROUNDING SHALL CONFORM WITH VERTICAL BRIDGE STANDARDS AND PER FEDERAL, STATE AND LOCAL CODES. IN THE EVENT OF A CONFLICT, MEET THE MOST STRINGENT REQUIREMENT.
- 2. GROUND RODS PAST METER SHALL BE COPPER CLAD STEEL 5/8 INCH DIAMETER X 10 FEET IN LENGTH (MIN.)
- 3. ALL GROUND CONDUCTORS PAST METER SHALL BE #2 AWG SOLID BARE TINNED COPPER. MINIMUM BEND RADIUS FOR CONDUCTOR SHALL BE 8 INCHES.
- 4. GROUND RODS SHALL BE SPACED NOT MORE THAN 16'-0" AND NOT LESS THAN 6'-0" APART EXCEPT FOR THE TOWER GROUND RING WHICH SHALL COMPLY WITH TIA/EIA 222 (REV G).
- 5. CONTRACTOR SHALL ADD ADDITIONAL RODS AND CONDUCTORS OR APPROVED GROUND ENHANCING MATERIAL TO ACHIEVE LESS THAN 10 OHMS RESISTANCE TO GROUND.
- 6. MAINTAIN 2'-0" (TOWER) AND 3'-0" (SHELTER) BETWEEN GROUND RINGS AND FOUNDATIONS.
- 7. ALL GROUNDING INSTALLATIONS SHALL BE INSPECTED AND APPROVED BY ANY JURISDICTION HAVING INSPECTION & APPROVAL AUTHORITY (IF REQUIRED) AND VERTICAL BRIDGE BEFORE PLACING ANY BACKFILL.
- 8. ALL GROUNDING SPLICES AND CONNECTIONS SHALL BE MADE BY THE EXOTHERMIC WELD PROCESS (CADWELD OR EQUIVALENT). COAT ALL WELDS WITH A ZINC RICH PAINT.



SCALE: 1/4"=1'-0" (FULL SIZE) 1/8"=1'-0" (11x17)



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HWY 40 BOB BELL PROJECT
DARDENNE PRAIRIE, MO
63366

T-MOBILE SITE ID: MO05209B

Engineer Stamp

10/10/2024

Drawing Title
GROUNDING PLAN

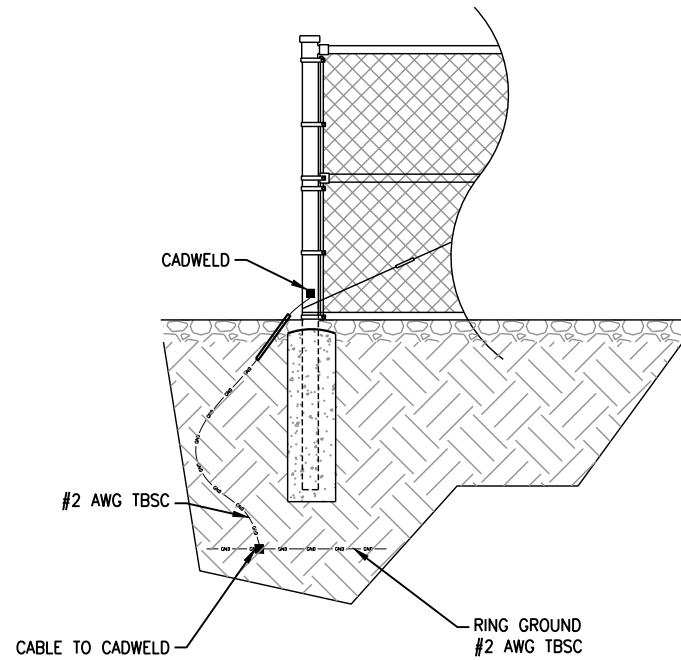
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Date:
10/10/2024

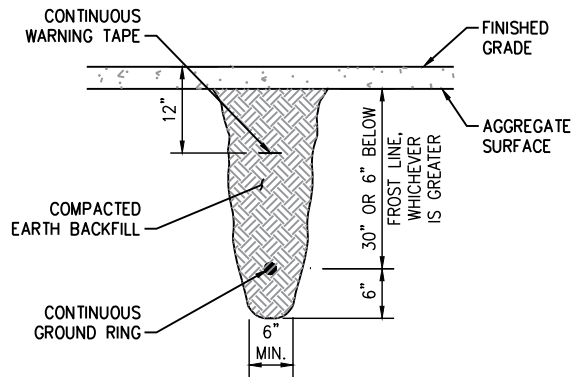
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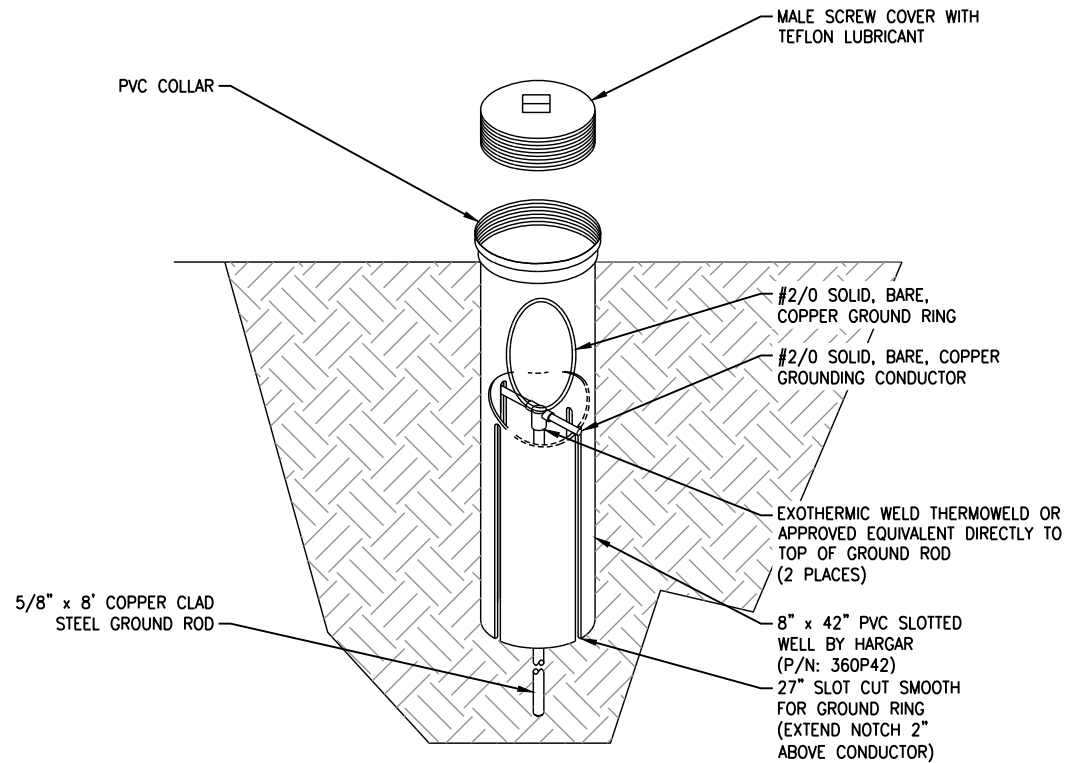
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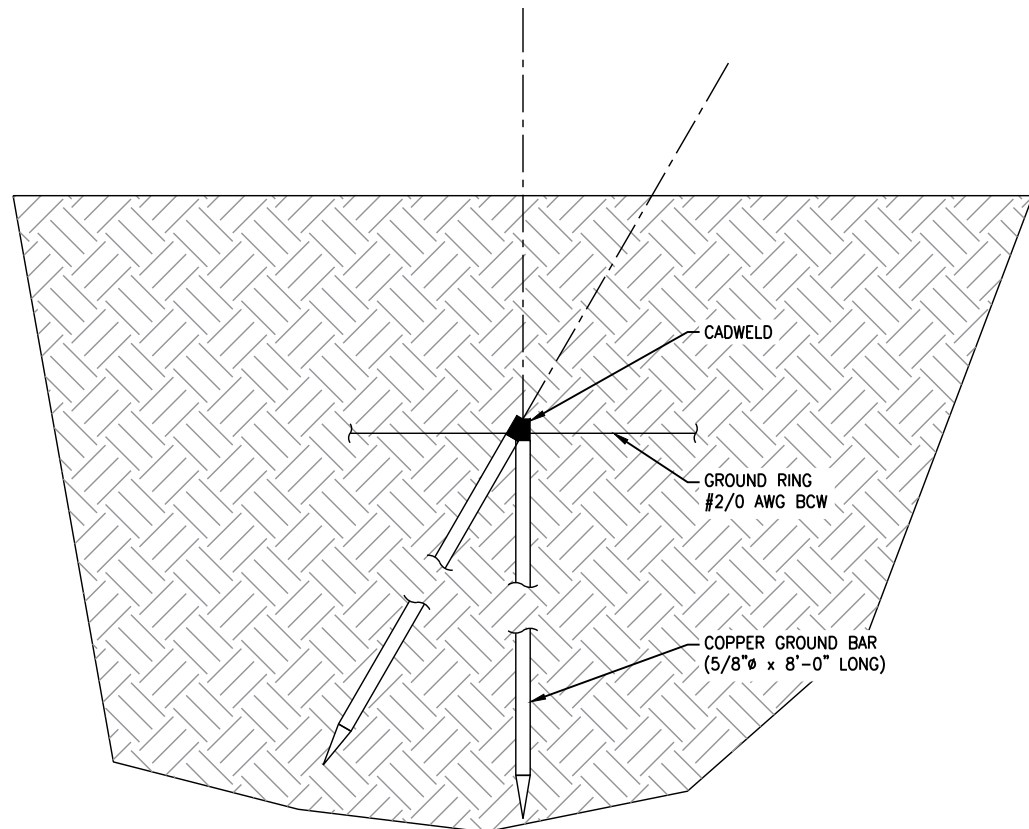
1 POST GROUNDING DETAIL
E5 SCALE: N.T.S.



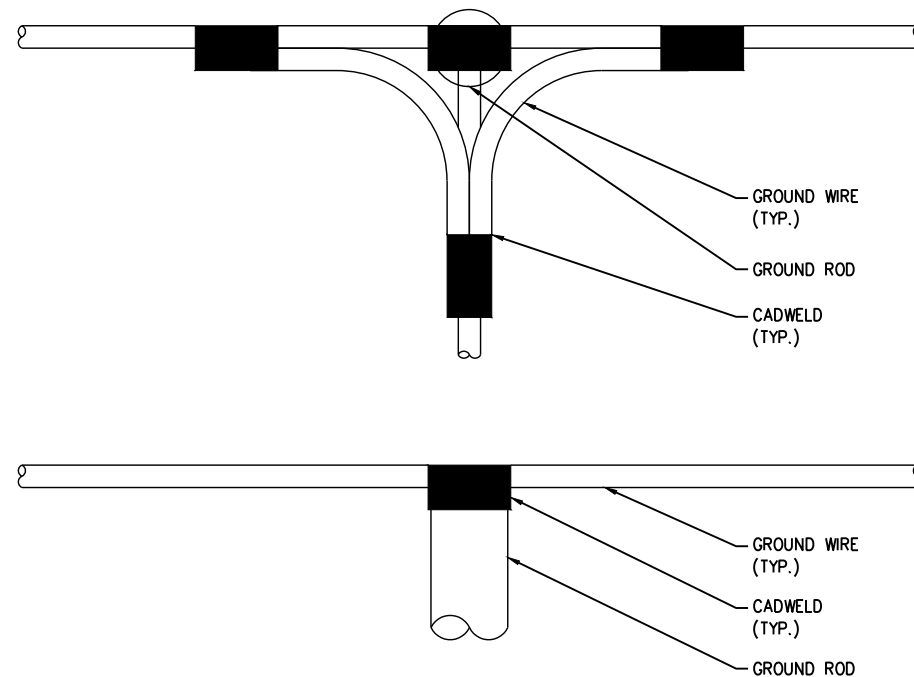
2 TRENCH DETAIL FOR GROUND RING
E5 SCALE: N.T.S.



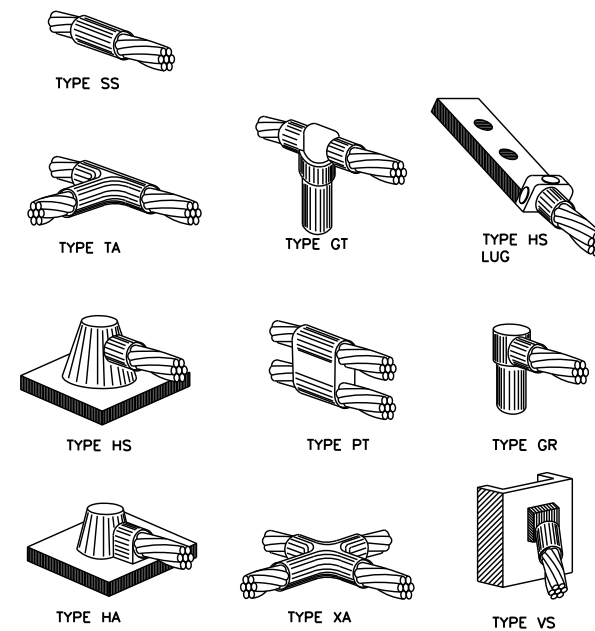
3 GROUND TEST WELL DETAIL
E5 SCALE: N.T.S.



4 GROUND ROD DETAIL
E5 SCALE: N.T.S.



5 GROUND CONDUCTOR CONNECTION
E5 SCALE: N.T.S.



6 EXOTHERMIC WELD DETAILS
E5 SCALE: N.T.S.

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T-MOBILE SITE ID: MO05209E

Engineer Stamp

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Drawing Title
GROUNDING
DETAILS

Drawing Scale:
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Date:
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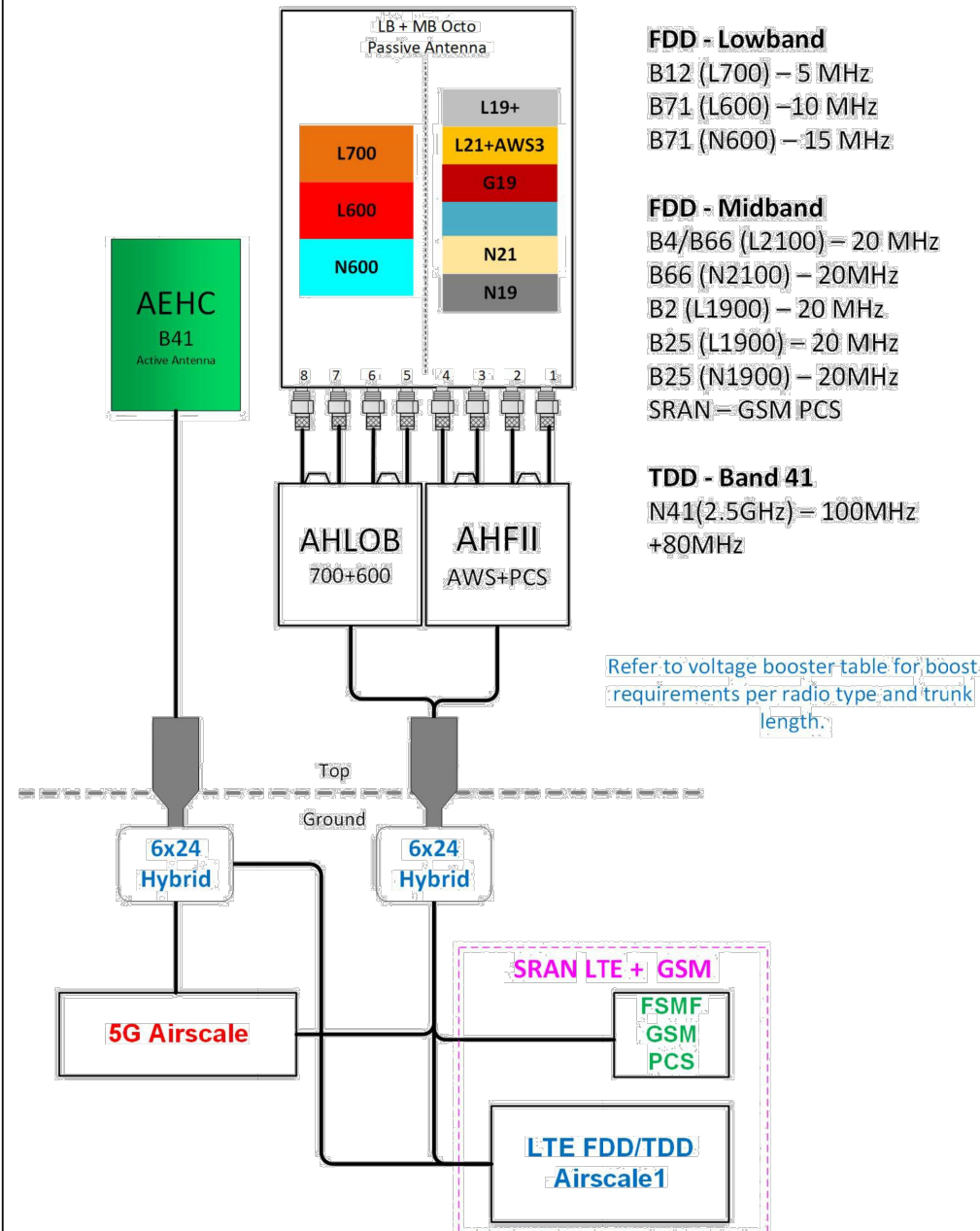
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Section 3 - Proposed Template Images

56791EBH_SR_6x24.jpg

Configuration 56791EBH_SR_6x24

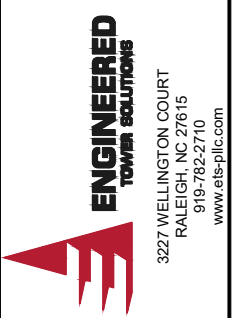
* For 5G and LTE Airscale BB dimensioning refer to Fiber Port matrices.
(Alpha, Beta & Gamma)



- FDD - Lowband**
 - B12 (L700) – 5 MHz
 - B71 (L600) – 10 MHz
 - B71 (N600) – 15 MHz
- FDD - Midband**
 - B4/B66 (L2100) – 20 MHz
 - B66 (N2100) – 20MHz
 - B2 (L1900) – 20 MHz
 - B25 (L1900) – 20 MHz
 - B25 (N1900) – 20MHz
 - SRAN – GSM PCS
- TDD - Band 41**
 - N41(2.5GHz) = 100MHz +80MHz

Notes:

1 PLUMBING DIAGRAM
RF SCALE: N.T.S.



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10/10/2024

Drawing Title
PLUMBING DIAGRAM

Drawing Scale: AS NOTED
Date: 10/10/2024

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Drawing Number
RF

LEASE AGREEMENT

This Lease Agreement (this "Agreement") made this 28 day of August, 2023 (the "Effective Date") between Bryant Dale Himmelsbach (a _____), with its principal offices located at 2500 Technology Dr, Des Moines, IA hereinafter designated LESSOR, and Robert Bell, with principal offices located at 491 Rosslare Drive, Weldon Springs, MO 63304 (telephone number 314-616-9918), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property"), located at [ADDRESS] 2500 Technology, [MUNICIPALITY] DARDENNE [COUNTY] St Charles county, [STATE/ZIP CODE] 63368, and being described as a 140-ft by 79-ft parcel containing 1280 (1080) square feet (the "Lease Area"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or, if applicable, motor vehicle, including trucks over or along a 150 foot (12-ft) wide right-of-way extending from the nearest public right-of-way, to the Lease Area, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Lease Area, said Lease Area and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof and depicted as shown on Exhibit "B" attached hereto and made a part hereof (if no Exhibit "B" is attached to this Agreement, Section 2 shall control with respect to the depiction of the Premises). The Property is also shown on the Tax Map of the County of St Charles and is further described as Parcel Identification Number 4-0036-5011-0031 in the County of St Charles.

RBH
BT

In the event this Agreement is for a portion of rooftop space and the Rooftop Rider is attached hereto, the Rooftop Rider shall control in the event of conflict between this Agreement and the attached Rooftop Rider.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. In the event that Exhibit "B" is not currently attached to this Agreement, LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between

Site Name: _____

Site No.: _____

it and Exhibit "A". In the event LESSEE elects to have a survey prepared, the cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL.

(a) This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for Five (5) years and shall commence on the Commencement Date (as hereinafter defined). Lessee agrees to pay to Lessor as rent the sum of ██████████ and 0/100 Dollars for a single telecommunications company (a "sublessee") and an additional (\$██████████ .00) and 0/100 Dollars for each additional sublessee that attaches antennas on the tower ("Rent") per month, payable on the first day of each calendar month during the Term and any Renewal Term, except that first payment of Rent shall be made within ten (10) business days following the Commencement Date (and Lessee shall be entitled to credit for such payment upon the Commencement Date). The "Commencement Date" shall be the date which Lessee commences construction on Lessor's property. Rent for any partial calendar month during the Term shall be prorated. This Agreement shall terminate automatically if the Commencement Date has not occurred on or before the date which is two (2) years after the Effective Date. When Lessee has determined the actual Commencement Date, Lessee may deliver notice of the actual Commencement Date to Lessor and the date identified in such notice shall be the Commencement Date for purposes hereof.

(b) Upon request of LESSEE, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

(c) LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion.

4. EXTENSIONS. This Agreement shall automatically be extended for five (5) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. Such extension shall be on all the terms set forth in this Agreement, except that Rent shall be payable at the rate set forth in Section 5 below.

5. EXTENSION RENTALS. It is agreed by all parties to this Agreement that a % increase in rents, per renewal term (every five years), shall apply over the term of the lease.

Site Name: _____

Site No.: _____

* OR ████████% of All Rent Collected whichever is Greater

6. **TAXES.** Lessor shall pay all real property taxes for the Property, including those taxes which are applicable to the Premises. Lessee shall pay any personal property or use and occupancy taxes directly attributable to the presence of Lessee's personal property, including, without limitation, the Installation on the Premises. Lessor hereby grants to Lessee the right to contest or challenge, whether in a legal or administrative proceeding or any other venue, on behalf of Lessor and/or Lessee, any personal property or use and occupancy tax assessments that may affect Lessee, and to withhold payment pending resolution of any contest or challenge such assessment to Lessee, sufficient to allow Lessee to contest or challenge such assessment. Lessee will be responsible for any increase in real property taxes subsequent to Lessee's installation directly attributable to such installation and operation. In the event Lessor contends that any taxes are so attributable to such installation and operation, Lessor shall provide Lessee with a copy of the applicable tax bills and such other reasonable documentation as may be available to evidence such allocation of tax responsibility.

7. **USE; GOVERNMENTAL APPROVALS.** LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility (the "Installation") and uses incidental thereto. A security fence will be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

Site Name: _____

Site No.: _____

In connection with its Installation, Lessee shall have the right, at its sole cost and expense, to obtain electrical and telephone service directly from the servicing utility company, including the right to install a separate meter and main breaker, where required. Lessee shall have the right, at Lessee's sole cost and expense, to run transmission lines from the equipment area to the antenna locations and to run power and telephone service from the main feed on the Property to the communications equipment, and to the extent necessary, Lessee shall have easement rights for such purposes. Lessee shall also have the right to (1) install, use and remove a portable emergency generator, (2) temporarily park vehicles on the Property and (3) to install, use, maintain and remove a fence around the Installation. Lessor agrees that if an easement is required to obtain and maintain utility services, an acceptable location will be agreed to by Lessor and the servicing utility company and Lessor shall grant such easement in writing to the servicing utility company.

8. **INDEMNIFICATION.** Subject to **Paragraph 10** below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of or breach of this Agreement by the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. This indemnity shall survive the expiration or earlier termination of this Agreement.

9. **INSURANCE.**

(a) The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. Each of LESSOR and LESSEE agrees that in the event of any such loss or damage, it shall look solely to its insurance for recovery. The effect of such waiver is not limited by the amount of such insurance actually carried or required to be carried, to the actual proceeds received after a loss or to any deductible applicable thereto (i.e., the insured party is liable for any and all deductibles in its insurance policies and it shall not be entitled to any payment or reimbursement thereof), and either party's failure to carry insurance required under the Lease shall not invalidate such waiver. The foregoing waiver shall apply regardless of the cause or origin of any such claim, including, without limitation, the fault or negligence of either party or such party's employees, agents or contractors. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

(b) LESSEE agrees that at its own cost and expense, will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to

Site Name: _____

Site No.: _____

property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

10. **LIMITATION OF LIABILITY.** Except for indemnification pursuant to Paragraphs 8 and 29, 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.

11. **TERMINATION.** Lessee may terminate this Agreement, by written notice to Lessor, for any reason and without further liability, at any time prior to commencement of construction and installation of the Installation and upon such termination Lessee shall pay to Lessor Fifty and 00/100 Dollars (\$50.00). In addition, after such construction and installation has commenced, Lessee may terminate this Agreement for any of the following reasons, without further liability, on prior written notice to Lessor which shall become effective thirty (30) days after the date notice is mailed; (a) changes in local, state or federal laws or regulations which adversely affect Lessee's ability to operate; (b) an FCC ruling or regulation which is beyond the control of Lessee and which renders the Premises unsuitable; (c) Lessee's determination in its sole discretion that the Premises are not appropriate for its operations for economic reasons or for technical reasons, including but not limited to signal interference; (d) subsequent changes in system design which render the Premises unsuitable or redundant; and/or (e) Lessee's inability to maintain any required Governmental Approval for the construction and operation of its Installation, including, without limitation, where the inability is based upon the results of any engineering surveys or structural reports.

12. **INTERFERENCE.** LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other lessees of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there may not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

13. **REMOVAL AT END OF TERM.** LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s),

Site Name: _____

Site No.: _____

antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and repair any damage caused by such removal, reasonable wear and tear and casualty damage excepted.

14. **HOLDOVER.** LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in **Paragraph 13** herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith and LESSEE holds over in violation of this **Paragraph 14**, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in **Paragraph 13** shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

15. **QUIET ENJOYMENT.** LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

16. **TITLE; PERSONAL PROPERTY.**

(a) LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that (i) LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement; and (ii) each individual executing, attesting and/or delivering this Agreement on behalf of LESSOR is authorized to do so on behalf of LESSOR and that no consent or approval of any person or entity is necessary for the consummation by LESSOR of this Agreement that has not been obtained by LESSOR prior to the execution and delivery of this Agreement. LESSOR further covenants during the Term that there are and shall be no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are and shall be no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above. LESSOR represents and warrants that the use of the Premises for the operation of the Installation as contemplated by this Agreement is permissible under the zoning Laws applicable to the Property and any existing easements or other recorded documents ("Existing Restrictions") and that the reasonable exercise by LESSEE of its rights and privileges under this Agreement, in accordance with the terms of the Agreement, does not conflict with or contravene the terms of the Existing Restrictions.

(b) LESSOR acknowledges and agrees that all of LESSEE's equipment and other personal property of LESSEE kept or stored on the Premises by LESSEE constitute personal property, not real property, and shall continue to be the personal and exclusive property of LESSEE, and neither LESSOR nor any person claiming by, through or under LESSOR shall have any right, title or interest (including without limitation, a security interest) in LESSEE's equipment. LESSEE, and LESSEE's successors in interest, shall have the right to remove LESSEE's equipment at any time during the Term of this Agreement or its earlier termination. With respect to the holder of any mortgage, deed of

Site Name: _____

Site No.: _____

trust or other lien affecting LESSOR's interest in the Premises, whether existing as of the date hereof or arising hereafter, LESSOR and LESSEE hereby agree, acknowledge and declare that LESSEE's equipment is now and shall at all times hereafter remain the personal and exclusive property of LESSEE. The parties further acknowledge and agree that LESSOR shall have no right or authority to grant a lien upon or security interest in any of LESSEE's equipment.

17. **INTEGRATION.** It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in **Paragraph 3.** In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions 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 the 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.

18. **GOVERNING LAW.** This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

19. **ASSIGNMENT/SUBLETTING.** This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates (including, without limitation, all entities controlling, controlled by or under common control with LESSEE), subsidiaries of its principal, or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may be sold, assigned or transferred without the written consent of the LESSOR. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto. Upon assignment of this Agreement, the assigning LESSEE shall be released from all liability under this Agreement.

20. **NOTICES.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

Site Name: _____

Site No.: _____

LESSOR: (Name) BRYANT Himmelbach
(Address) 2500 Technology
(City, State, Zip) DARDENNE, MO 63368
(Phone) 314-570-1036

LESSEE: Robert Bell
491 Rosslare Drive
Weldon Springs, MO 63304
(314) 616-9918

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. **SUCCESSORS.** This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

22. **SUBORDINATION AND NON-DISTURBANCE; LEASEHOLD SECURITY.**

(a) LESSOR represents and warrants that as of the date hereof, no mortgages, deeds of trust or similar liens or security interests or ground or other underlying superior leases affect the Premises and/or the Property[, except for _____] [*Lessor to identify any existing mortgages*]. LESSOR shall assist in obtaining not later than one hundred and eighty (180) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement in substantially the form attached to this Agreement (subject to commercially reasonable modifications acceptable to Lessee) for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2)

Site Name: _____

Site No.: _____

fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement.

(b) LESSEE may, without the prior written consent of LESSOR, subject the leasehold estate created by this Agreement as amended from time to time, and its personal property, equipment and trade fixtures to a leasehold mortgage and/or security agreement to secure financing or other obligations which LESSEE may obtain or incur from time to time. In connection with any such leasehold mortgage and/or security agreement, LESSOR will, promptly following receipt of written request therefor, provide to LESSEE's lender(s) an estoppel certificate confirming whether or not this Agreement has been amended, whether or not there are any uncured defaults under this Agreement, and such other matters pertaining to this Agreement as such lender(s) may reasonably require. In addition, LESSOR will agree to provide LESSEE's lender(s) with written notice of any defaults by LESSEE under this Agreement and a reasonable opportunity to cure such defaults before LESSOR exercises its remedies under this Agreement, and to provide LESSEE's lender(s) with a reasonable opportunity to enter upon the Premises for the purpose of removing any property of LESSEE which has been pledged as collateral to LESSEE's lender(s) or which has been subjected to any such leasehold mortgage and/or security agreement.

23. **RECORDING.** LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments. LESSEE may record Non-Disturbance Agreements.

24. **DEFAULT.** Except as expressly set forth in this Agreement, to event of default (a "Default") shall be deemed to have occurred hereunder unless either party, after notice from the other party in accordance with Paragraph 20, (a) fails to pay any monetary obligation when due and does not cure such failure within thirty (30) days after such notice, or (b) breaches its non-monetary obligations under this Agreement and fails within thirty (30) days after such notice thereof to cure or commence curing the breach and continuously and diligently pursue such cure to its completion in not more than sixty (60) days after such notice. Upon the occurrence of a Default, the non-defaulting party shall have, in addition to all remedies available at law and in equity, the right to terminate this Agreement after thirty (30) days' notice to the other party in accordance with Paragraph 15, provided the Default is not cured within ten (10) days of the defaulting party's receipt of written notice of such election to terminate.

25. **REMEDIES.** Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the

Site Name: _____

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state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE performs any of LESSOR's obligations pursuant to the terms of this Paragraph 25, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

26. ENVIRONMENTAL.

(a) LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

(b) LESSOR represents and warrants that, as of the date hereof [, except as set forth in the Phase I Environmental Site Assessment dated _____, _____, prepared by _____ (a true and complete copy of which LESSOR has provided to LESSEE prior to the date hereof)] [*Delete bracketed language if no Phase I has been provided by Lessor*], (i) there are no violations of any environmental laws at the Property, (ii) there has not been any release or contamination of hazardous substances at the Property, and (iii) there are no PCBs or asbestos in on the Property (including, without limitation, the Premises). LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE. This indemnity shall survive the expiration or earlier termination of this Agreement.

Site Name: _____

Site No.: _____

27. DAMAGE / CONDEMNATION. If the Premises are damaged or destroyed by casualty or condemned such that Lessee is unable to operate its Installation, then at any time after such occurrence, but prior to restoration of the Premises, Lessee may elect to terminate this Agreement as of the date of the damage, destruction or condemnation. If Lessee chooses not to terminate this Agreement, the Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

28. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws").

29. SURVIVAL / EXCLUSIVITY. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration. Prior to the termination of this agreement, Lessor agrees not to enter into any other lease, easement or other legal contract with any other wireless carrier or tower developer on any portion of the Property or within a 1/2 mile radius of the Property. Lessor shall not allow another wireless communication facility to be erected on this Property, any adjoining property, or property within 1/2 mile of subject property while the contract with St. Charles Tower, Inc is in effect. In the event of a violation of this Paragraph 29 by Lessor, Lessee shall be entitled to abate all Rent until such time as such violation is cured, as well as a right to terminate this Agreement until such time as such violation is cured, in addition to all other remedies that may be available at law or in equity.

30. RENTAL STREAM OFFER. If at any time after the date of this Agreement, Lessor receives a bona fide written offer from a third party seeking an assignment of the rental stream associated with this Agreement ("Rental Stream Offer"), Lessor shall immediately furnish Lessee with a copy of the Rental Stream Offer. Lessee shall have the right within twenty (20) days after it receives such copy and representation to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Lessee chooses not to exercise this right or fails to provide written notice to Lessor within the twenty (20) day period, Lessor may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Lessor attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be voided. Lessee shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Lessor complies with this Section.

31. FURTHER ASSURANCES. In addition to the obligations required to be performed hereunder by the Parties, each Party, from and after the Effective Date, shall execute, acknowledge and/or deliver such other instruments, as may reasonably be requested in order to effectuate the purposes of this Agreement; provided, however, that the foregoing provisions of

Site Name: _____

Site No.: _____

this Paragraph 31 shall not obligate either party to execute, acknowledge or deliver any instrument which would or might impose upon such party any additional liability or material additional obligations.

32. AIR RIGHTS. This grant under this Agreement includes a grant in favor of LESSEE for exclusive use of all air rights above the Premises. Without limiting the foregoing, LESSOR shall not erect any structure on the Property or upon any property within a 1/2 mile radius of the Premises that would be reasonably likely to cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE.

33. ATTORNEYS' FEES. In the event of any litigation arising under this Agreement, the non-prevailing party shall, upon demand, reimburse the prevailing party for all costs and expenses arising therefrom, including reasonable attorneys' fees.

34. COUNTERPART / ELECTRONIC EXECUTION. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission, email or other electronic means shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, email or other electronic means shall be deemed to be their original signatures for all purposes

[Signature page follows]

Site Name: _____
Site No.: _____

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

[Signature]

By:

Name: BRYANT Himmelsback

Title: OWNER

Date: 8-28-23

LESSEE:

ROBERT BELL

By:

Name: Robert Bell

Title: OWNER

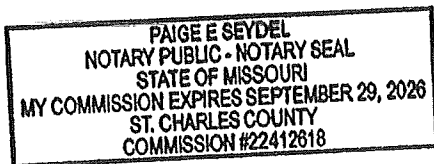
Date: 8-28-23

STATE OF Missouri)

COUNTY OF St. Charles)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Bryant Himmelsback, known to me to be the same person as subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that they, pursuant to their authority, signed the said Agreement as their free and voluntary act for the purposes therein stated.

Given under my hand and seal this 28th day of August, 2023.



Paige E Seydel
Notary Public

My commission expires 09/29/2026

Signature page

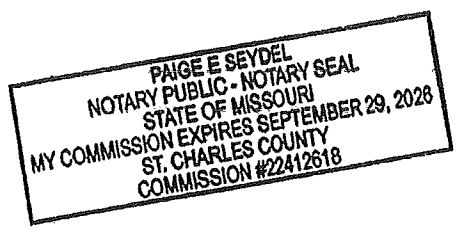
Site Name: _____

Site No.: _____

STATE OF MISSOURI)
)
COUNTY OF ST. ^{Charles} LOUIS~~S~~)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Robert Ben, known to me to be the same person as subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that they, pursuant to their authority, signed the said Agreement as their free and voluntary act for the purposes therein stated.

Given under my hand and seal this 28th day of August, 2023.



Paige E Seydel
Notary Public

My commission expires 09/29/2026

Site Name: _____
Site No.: _____

Exhibit "A"

Lease Area & Easement Descriptions

- 12 -

Exhibit A

Site Name: _____
Site No.: _____

Exhibit "B"

Sketch of Premises within Property

(See Attached)

10

Exhibit B

Site Name: _____

Site No.: _____

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into by and between _____, (a _____ Corporation) ("Lessors") Robert Bell, with an office at 491 Rosslare Drive, Weldon Springs, MO 63304 ("Lessee").

- 1. Lessors and Lessee entered into a Lease Agreement ("Agreement") for the purpose of installing, operating and maintaining a wireless communications facility and other improvements. All of the foregoing as well as other terms, agreements and restrictions are set forth in the Agreement.
2. The term of the Agreement is five (5) years commencing on the Commencement Date, as defined in the Agreement, with five (5) successive five (5) year options to renew.
3. The portion of the Property being leased to Lessee ("Premises") is described in Exhibit A annexed to the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease Agreement as of the dates written below.

LESSORS:

LESSEE:

A _____ corporation
By: [Signature]
Name: ASHANT Himmelstein
Title: OWNER
Date: 8-29-23

ROBERT BELL
By: [Signature]
Name: Robert Bell
Title: OWNER
Date: 8-29-23

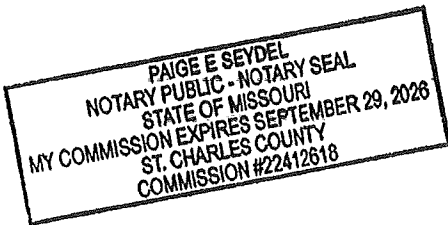
Memorandum of Lease

Site Name: _____
Site No.: _____

STATE OF Missouri)
COUNTY OF St. Charles)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Bryant Himmelsback, known to me to be the same person as subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that they, pursuant to their authority, signed the said Agreement as their free and voluntary act for the purposes therein stated.

Given under my hand and seal this 28th day of August, 2023.



Paige E Seydel
Notary Public

My commission expires 09/29/2026

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Robert Bell, known to me to be the same person as subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that they, pursuant to their authority, signed the said Agreement as their free and voluntary act for the purposes therein stated.

Given under my hand and seal this 28th day of August, 2023.



Paige E Seydel
Notary Public

My commission expires 09/29/2026

Memorandum of Lease

Site Name: _____
Site No.: _____

Exhibit "A"

Sketch of Premises within Property

10

Exhibit A to Memorandum of Lease

Site Name: _____

Site No.: _____

Submitted by and when recorded return to:
St. Charles Tower, LLC
5291 5th St.
Suite 201
Cottleville, MO 63304

NON-DISTURBANCE AGREEMENT

THIS AGREEMENT made this 28 day of August, 2023, by and among Ryan + Deborah, with an address of 1200 Technology, hereinafter called "GRANTOR", Robert Bell, with its principal place of business at 491 Rosslare Drive, Weldon Springs, MO 63304, hereinafter referred to as "GRANTEE"; and _____, with a place of business _____, hereinafter called "LENDER".

WITNESSETH:

1. GRANTEE and GRANTOR made and entered into a Lease Agreement dated _____ relating to certain real property in _____ County, state of _____, more fully described in Exhibit A.
2. A certain Deed of Trust was executed by the GRANTOR and LENDER dated _____, and recorded _____, in Book _____, Page _____, in the _____ County, state of _____ records.
3. So long as the GRANTEE is not in default in the performance of any of the terms of the Lease, the parties agree that in the event the mortgage is foreclosed for any reason, and the LENDER succeeds to the interest under the Lease, the GRANTEE shall be bound to the LENDER under all of the terms of the Lease for the balance of the term thereof remaining with the same force and effect as if the LENDER were the Lessor under the Lease, and the Lessee hereby attorns to the LENDER as its Lessor, such attornment to be effective and self-operative, without the execution of any further instrument on the part of either of the parties hereto, immediately upon the LENDER succeeding to the interest of the Lessor under the Lease. Notwithstanding anything herein to the contrary, the GRANTEE shall be under no obligation to pay rent to the LENDER until the GRANTEE receives written notice from the LENDER that it has succeeded to the interest of the Lessor under the Lease. The respective rights and obligations of the GRANTEE and the LENDER upon such attornment shall to the extent of the then remaining balance of the term of the Lease be the same as now set forth

Non-Disturbance Agreement

Site Name: _____
Site No.: _____

therein, it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth at length herein.

4. In the event that the mortgage is foreclosed for any reason and the LENDER succeeds to the interest of the Lessor under the Lease, the LENDER shall be bound to the GRANTEE under all of the terms of the Lease, and the remedies against the LENDER for the breach of an agreement contained in the Lease that the GRANTEE might have had under the Lease against the prior GRANTOR thereunder. In no event shall the LENDER be liable for any act or omission of any prior Grantor, be subject to any offsets or defenses which the GRANTEE might have against any prior Lessor, or be bound by any rent or additional rent which the GRANTEE might have paid to any prior Lessor for more than the current month.
5. The rights and obligations hereunder of the GRANTEE and the LENDER shall bind and inure to the benefit of their respective successors and assigns.

[Signature and notary pages follow]

Non-Disturbance Agreement

Site Name: _____

Site No.: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GRANTOR:

By: [Signature]
Name of Grantor

By: [Signature]
Name of Grantor

NOTARY ACKNOWLEDGMENT FOR GRANTOR

STATE OF Missouri

COUNTY OF St. Charles

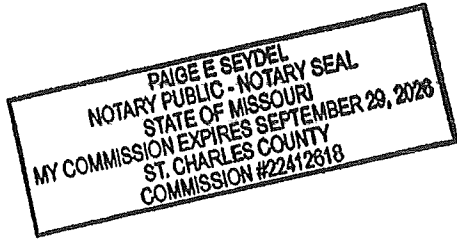
I, Paige E. Seydel a Notary Public of the County and State aforesaid, certify that Prigent Himmelsbeck and Edward Bell came before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 28th day of August, 2023.

[Signature]

Notary Public

My commission expires: 09/29/2026

[AFFIX NOTARY SEAL]



Signature page to Non-disturbance Agreement

Site Name: _____
Site No.: _____

GRANTEE: ROBERT BELL

By: Robert Bell
Name: Robert Bell
Title: owner

NOTARY ATTESTATION FOR GRANTEE

STATE OF Missouri

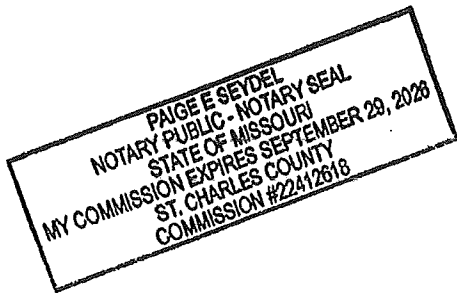
COUNTY OF St. Charles

Before me, Paige E Seydel the undersigned, a Notary Public for the State, personally appeared Robert Bell, who is the Owner of St. Charles Tower II, LLC; is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this 28th day of August, 2023.

Signature Paige Seydel

My commission expires: 09/29/2026



Signature page to Non-disturbance Agreement

Site Name: _____
Site No.: _____

Exhibit A Page 1 of 2

DESCRIPTION OF PARENT PARCEL

The Parent Parcel is described and/or depicted as follows:

.

Exhibit A to Non-disturbance Agreement

Site Name: _____

Site No.: _____

Exhibit A Page 2 of 2

DESCRIPTION OR DEPICTION OF PREMISES

[To be inserted]

ROOFTOP RIDER

This Rooftop Rider (this "Rider") is a Rider to that certain Lease Agreement to which this Rider is appended (the "Main Instrument", together with this Rider and any other Exhibits and Riders thereto, the "Lease"), and is made by and between the parties to the Main Instrument.

ANY OTHER TERM OR PROVISION IN THE MAIN INSTRUMENT TO THE CONTRARY NOTWITHSTANDING, TO THE EXTENT THAT THE TERMS AND PROVISIONS OF THIS RIDER ARE INCONSISTENT WITH THE TERMS AND PROVISIONS OF THE MAIN INSTRUMENT, THE TERMS AND PROVISIONS OF THIS RIDER SHALL CONTROL AND GOVERN. TERMS HAVING DEFINED MEANINGS IN THE MAIN INSTRUMENT SHALL HAVE THE SAME RESPECTIVE MEANINGS HEREIN.

1. Lease of Rooftop Space. LESSOR is the owner of a building (the "Building"), with an address of _____ located on the Property, a portion of which Building has been identified as a suitable site for an Installation. The Building is depicted in Schedule 1 to this Rider, attached hereto and made a part hereof. LESSOR hereby grants to LESSEE to lease from LESSOR the rooftop space, as depicted in Schedule 2 to this Rider (and for purposes of this Agreement, the rooftop space shall be referred to as the "Premises").

2. Permitted Use. LESSEE permitted use of the Premises shall include, without limitation:

(a) The right to install, operate, and maintain thereon a cellular common carrier mobile telephone base station, including system networking, station control, back-up power supply, legally required signage and performance monitoring functions;

(b) The right to extend and connect lines for signal carriage between LESSEE's radios and LESSEE's antennas, including the privilege to penetrate walls, columns, and the roof of the Building for the purpose of establishing line routing passageways; subject to the prior written approval by LESSOR of all plans, specifications and proposed penetrations, which approval shall not be unreasonably withheld, conditioned or delayed;

(c) The right to extend and connect lines for electric and telephone utility service between LESSEE's base station and suitable utility company service connection points;

(d) The right to install an independent system of temperature and humidity controls to provide a suitable ambient climate for the proper operation of LESSEE's base station equipment; and

(e) The right to traverse common areas of the Building as reasonably necessary to accomplish LESSEE's purposes contemplated in this Agreement upon prior notice and so long as LESSOR's business is not unreasonably interfered with.

Site Name: _____

Site No.: _____

3. LESSEE'S Alterations. LESSEE's alterations to the Premises and any areas to the Building permitted by this Agreement shall be performed at LESSEE's sole cost, free from liens, in a good and workmanlike manner complying with applicable codes, and according to detailed plans and specifications which have received the prior written approval of LESSOR's designated representative, which approval shall not be unreasonably withheld, conditioned or delayed.

4. Casualty. In the event that the Building is destroyed or substantially damaged by casualty, LESSOR may, within sixty (60) days of the event of casualty, elect to either repair and restore the Building or terminate this Agreement without any liability to LESSEE. If LESSOR elects to repair and restore the Building, LESSOR shall promptly undertake all necessary work to accomplish the same, and upon completion thereof, LESSEE shall reoccupy the Premises and continue to be bound by this Agreement. Under no circumstances shall LESSOR be liable to LESSEE for any damage to, or costs of restoring, LESSEE's equipment as a result of such event of casualty. LESSEE's rent shall abate commensurately with the extent and duration of LESSEE's loss of use, and LESSOR shall notify LESSEE in writing within sixty (60) days following the occurrence of the damage whether LESSOR elects to repair and restore the Building. If subsequent to said casualty event, conditions of the Premises allow for the placement of LESSEE's temporary cellular site, LESSEE may at its sole discretion, bring a temporary cellular site to the Premises during the reconstruction of the building, however, LESSEE's rent shall not abate for any period it is able to have its site on the air, and the location of the temporary cellular site shall be approved by the LESSOR.

5. Building Maintenance. LESSOR represents that it has the right and responsibility to repair and maintain the Building. If LESSOR fails to perform such maintenance obligations and such failure adversely affects LESSEE's ability to use the Premises for its Permitted Use, Rent shall abate until LESSOR, at LESSOR's expense, performs such maintenance obligations; provided, however, in the event LESSOR fails to cure such failure within seven (7) days following date of written notice thereof to LESSOR, LESSEE shall have the right to terminate this Agreement by giving LESSOR written notice thereof, as long as LESSEE has not resumed operations upon the Premises.

6. FCC and FAA Registration. LESSOR warrants to LESSEE that the Building has been registered by the Building owner with the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA"), if required by the FCC and the FAA. Additionally, LESSOR warrants to LESSEE that in the event the FCC or the FAA requires the Building to be registered during the term of this Agreement or any extensions thereof, LESSOR shall take all necessary actions to register the Building. LESSOR shall provide LESSEE with a copy of the FCC and FAA Building registration.

7. Utilities. Notwithstanding anything to the contrary set forth in the Main Instrument, LESSOR shall ensure that utility services are accessible and available at the Premises for LESSEE's intended use. LESSEE shall be responsible for the separate metering, billing, and payment of the utility services consumed by its operations.

Site Name: _____

Site No.: _____

8. Taxes. LESSOR shall pay prior to delinquency any real estate taxes and assessments attributable to the Building, and any personal property taxes levied against the Building and any other of LESSOR's equipment or property.

9. Access. LESSEE shall have unrestricted access to the Premises, including, without limitation, all common areas or other necessary means of access to the Premises, at all hours of the day and night, subject to such reasonable rules and regulations as LESSOR may impose.

10. Compliance with Laws. Notwithstanding anything to the contrary set forth in the Main Instrument, in no event shall LESSEE have any obligation to make any improvements and/or alterations to the Building to comply with Laws unless required as a result of Lessee's Installation or other alterations. In the event LESSEE is so required to make any improvements and/or alterations, LESSEE may, at its option, elect to terminate this Agreement in lieu of effectuating such compliance.

11. LESSOR's Insurance Obligations. LESSOR shall at its expense maintain the following insurance (the "LESSOR's Insurance") at all times during the term of this Agreement: (a) Commercial General Liability Insurance applicable to the Building and its appurtenances providing, on an occurrence basis, a minimum combined single limit of \$3,000,000.00 (or such higher amounts as may be commercially reasonable from a prudent owner of a similar building in the relevant market to maintain); (b) a policy or policies of insurance, on ISO Special Form Cause of Loss basis, insuring the Building against loss or damage by fire, explosion or other hazards and contingencies typically covered by insurance for the full replacement value thereof; and (c) Workers' Compensation Insurance as required by Law and in amounts as may be required by applicable statute and Employers Liability Coverage of at least \$500,000.00 per occurrence. Any company writing LESSOR's Insurance shall have an A.M. Best rating of not less than A- and in the Class VII Financial Size category or better or an S&P rating of A or better or, if not rated by AM Best or S&P, having an equivalent rating from a reputable rating agency.

12. Interference. LESSOR shall not use, nor shall LESSOR permit its tenants to use, any portion of the Premises or the Building in any way which interferes with the operations of LESSEE. Such interference shall be deemed a material breach by LESSOR, and LESSOR shall take good faith effort to remedy the interference issue in a timely manner. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, LESSEE shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

13. Surrender. Upon the expiration or earlier termination of this Agreement, LESSEE shall remove all of LESSEE's property from the Premises and repair any damage caused by such removal.

14. LESSEE's Self-Help. If LESSOR at any time fails to perform any of its obligations under this Agreement or does not make repairs that are needed to protect the health, safety, and welfare of LESSEE and the continued operation of its Installation, LESSEE shall have the right, but not the obligation, upon giving the LESSOR at least seven (7) days prior

Site Name: _____

Site No.: _____

written notice of its election to do so (except in the event of an emergency, when no prior notice shall be required) to perform such obligations on behalf of and for the account of LESSOR, and to take all necessary action to perform such obligations. LESSEE's costs and expenses incurred in performing such obligations of LESSOR shall, at the election of the LESSEE, either promptly be reimbursed by LESSOR with interest at the highest rate allowed by applicable law or LESSEE taking a credit against the rent in the amount of the cost and expenses.

[Signature page to Rooftop Rider follows]

Site Name: _____
Site No.: _____

Rooftop Rider

SCHEDULE 2 TO ROOFTOP RIDER
DEPICTION OF THE ROOFTOP SPACE

[To be attached]

Site Name: _____
Site No.: _____

Name	Address	Feet	Direction	Mailing Address	Property Type per GIS
Bryant Dale Himmelsbach	2500 Technology Drive Dardenne Prairie, MO 63368 4 Marian Drive	SUBJECT PROPERTY	SUBJECT PROPERTY	same as parcel address	Multi-Usage (Xcar)
Jason A. Eichhorn Steven and Suzanne Martin	Dardenne Prairie, MO 63368 6 Marian Drive Dardenne Prairie, MO 63368 8 Marian Drive	Touches Touches corner	Directly North North East	same as parcel address same as parcel address	Single Family Residence Single Family Residence
Steven and April Myers	Dardenne Prairie, MO 63368 2450 Technology Drive	228	East/Northeast	same as parcel address 7 Lone Eagle Trail	Single Family Residence
Dardenne Tech LLC	Dardenne Prairie, MO 63368	Touches	Directly South East	St. Charles, MO 63303 211 N. Stadium Blvd, Ste 201	Vacant agricultural
THF 40 DD Development LLC	Caldonia Parkway	298	West across highway	Columbia, MO 65203	Vacant agricultural

CITY OF DARDENNE PRAIRIE
2032 HANLEY ROAD
DARDENNE PRAIRIE, MO 63368

BOARD OF ADJUSTMENT
MEETING AGENDA
JULY 25, 2022
6:00 p.m.

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

Ken Johnson
Tom Shelton
Gary Deffendall
Vince Lobosco
Dan Becker
Pam Pollard (Alternate)
John Smerek (Alternate)
Ted Pivin (Alternate)

PUBLIC HEARING

1. **A Variance Request to allow the erection of a 150' Monopole with a small lightning rod, as a wireless support structure at Barathaven #2 Lots 2 & 3.** The property is currently zoned C-2 Commercial.

The applicant requests relief from the setback requirements outlined in Dardenne Prairie Municipal Code 405.481 Section D (3)(c), stating that:

The distance between a wireless support structure and the boundaries of the property on which the wireless support structure lies shall be a distance equal to or exceeding one hundred ten percent (110%) of the wireless support structure's height.

NEW BUSINESS

1. **A Variance Request to allow the erection of a 150' Monopole with a small lightning rod, as a wireless support structure at Barathaven #2 Lots 2 & 3.**
 - Roll Call Vote

APPROVAL OF MINUTES

Approval of Minutes – 06-15-21

ADJOURNMENT

Posted 7-15-22 @ 5:00 pm by Kim Clark

BOARD OF ADJUSTMENT

JULY 25, 2022

The City of Dardenne Prairie Board of Adjustment meeting was called to order at 6:01 p.m. The meeting was held at Dardenne Prairie City Hall located at 2032 Hanley Road.

The meeting was opened with the Pledge of Allegiance.

Present at roll call were members Deffendall, Lobosco, Becker, Pollard and Smerek. Alternate member Pivin was also in attendance.

A motion was made by Lobosco, seconded by Becker to hold a closed session pursuant to RSMo 610.021 section (1) Litigation and Privileged Communications.

Roll call was as follows:

Deffendall – Aye	Lobosco - Aye
Becker – Aye	Pollard – Aye
Smerek – Aye	

CLOSED SESSION

PUBLIC HEARING

A motion was made by Lobosco, seconded by Becker to open the public hearing. Roll call was as follows:

Deffendall – Aye	Lobosco - Aye
Becker – Aye	Pollard – Aye
Smerek – Aye	

A Variance Request to allow the erection of a 150' Monopole with a small lightning rod, as a wireless support structure at Barathaven #2 Lots 2 & 3. The property is currently zoned C-2 Commercial.

The applicant requests relief from the setback requirements outlined in Dardenne Prairie Municipal Code 405.481 Section D (3)(c), stating that:

The distance between a wireless support structure and the boundaries of the property on which the wireless support structure lies shall be a distance equal to or exceeding one hundred ten percent (110%) of the wireless support structure's height.

Mark Brady of the Polsinelli Law Firm was in attendance to present the request. Steve Ward with Ward Development was also present.

The following individual spoke:

John McNamarra - 721 Carriage Trail Drive, O'Fallon MO 63368.

A motion was made by Lobosco, seconded by Smerek to close the public hearing.

Roll call was as follows:

Deffendall – Aye	Lobosco - Aye
Becker – Aye	Pollard – Aye
Smerek – Aye	

BOARD OF ADJUSTMENT

JULY 25, 2022

NEW BUSINESS

- 1. A Variance Request to allow the erection of a 150' Monopole with a small lightning rod, as a wireless support structure at Barathaven #2 Lots 2 & 3.**

A motion was made by Lobosco, seconded by Becker to prepare the findings for approval. Roll call was as follows:

Lobosco – Aye	Becker – Aye
Pollard – Aye	Smerek – Aye
Deffendall – Aye	

APPROVAL OF MINUTES

Approval of Minutes – 06-15-21

A motion was made by Lobosco, seconded by Smerek to approve the 06-15-21 minutes. Roll call was as follows:


Deffendall – Aye	Lobosco - Aye
Becker – Aye	Pollard – Aye
Smerek – Aye	

ADJOURNMENT

A motion was made by Lobosco, seconded by Smerek to adjourn the meeting at 6:58 p.m. Roll call was as follows:

Deffendall – Aye	Lobosco - Aye
Becker – Aye	Pollard – Aye
Smerek – Aye	

Respectfully submitted,



Kim Clark
City Clerk